CITY COUNCIL AGENDA

Wednesday, July 08, 2026

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. Southwest Athletic Complex Project Update – Wendy Thomas, Assistant City Manager

   2.2. Discussion of the Thomas Butterfield Community Service Scholarship Program – Jackie Nostrom, Deputy Director of Administrative Services

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

5. **Public Comment**
   Audience members may bring any item within the City's purview to the City Council's attention. Comments will be limited to two minutes. State Law prohibits the Council from acting on items that do not appear on the agenda. Public comments for this meeting will also be conducted electronically. Any person interested in addressing the Council may submit a comment by emailing recorder@herriman.org or by visiting Herriman.org/agendas-and-minutes, where there is a link to fill out an online public comment form. Your statement will be incorporated into the public record.
6. **City Council Reports**

   6.1. Councilmember Jared Henderson

   6.2. Councilmember Teddy Hodges

   6.3. Councilmember Matt Basham

   6.4. Councilmember Terrah Anderson

7. **Mayor Report**
8. **Reports, Presentations and Appointments**

   8.1. 2026-2027 Youth Council Oath of Office

   8.2. City Council Recognitions – Wendy Thomas, Assistant City Manager

   8.3. Mountain West Chamber of Commerce Presentation

9. **Consent Agenda**

   9.1. Approval of the May 13, 2026 City Council meeting minutes

9.2. Approval of the May 27, 2026 City Council meeting minutes

9.3. Fiscal Year 2027 Asphalt Preservation Contract Renewals – Justun Edwards, Public Works Director

9.4. Consideration to Approve Construction Contract and Construction Orders for the Upper Juniper Canyon Trailhead (Phase 3) – Bryce Terry, City Engineer

9.5. Consideration to Award the Construction Contracts for the Fiscal Year 2027 Asphalt Preservation Treatments – Justun Edwards, Public Works Director

9.6. Resolution authorizing the filing of an easement, right-of-way, lease, license or permit application for the placement of a Zone 5 & 6 Water Tank, Pipeline, and access road on Federal Lands, specifically the Bureau of Land Management Property | Justun Edwards, Director of Public Works

9.7. Interlocal Cooperation Agreement for the HOME Investment Partnership Program (FFY 2027-2029).

9.8. Accounting of Recently Approved Change Orders – Bryce Terry, City Engineer

9.9. Cooperative Agreement with UDOT for Drainage Along MTN View Corridor – Bryce Terry, City Engineer

9.10. Review and consider a Resolution to re-appoint an Alternate Member of the Herriman City Planning Commission to an additional one-year term of voluntary service on the Planning Commission. Michael Maloy – City Planner

9.11. Award of the Fiscal Year 2026 Herriman Roadway Striping Contract Extension #2 – Justun Edwards, Director of Public Works

9.12. Consideration of a Resolution amending the fiscal year 2027-2028 Job Classification and Salary Plan – Kyle Maurer, Director of Finance and Administrative Services

10. Discussion and Action Items

10.1. Discussion Regarding a Petition to Vacate a Public Trail near Rose Creek Estates

Subdivision – Bryce Terry, City Engineer

10.2. Notice of a pending ordinance to amend Section 10-16-1 of the Herriman City Code, Table of Uses, for the following land uses in the manufacturing zones: Conference and Reception Center, Charter School, Vocational School, and Reception Center – Blake Thomas, Community Development Director

10.3. Amending Public Infrastructure Governing Documents for Olympia PIDs 1-7 and amending the Interlocal Agreement between the Olympia PIDS 1-7 and the City of Herriman

11. Future Meetings

11.1. Next Planning Meeting: July 15, 2026

11.2. Next City Council Meeting: August 11, 2026

11.3. HCSEA Truth in Taxation Public Hearing: August 12, 2026 6:00 p.m.

11.4. HCFSA Truth In Taxation Public Hearing: August 12, 2026 7:00 p.m.

12. Events

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

12.2. Pioneer Day: July 24, 2026, Herriman City Offices Closed

13. Closed Session

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

14. Adjournment

15. Recommence to Work Meeting (If Needed)

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

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

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

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.gov, Posted and dated this 1st day of July, 2026. /s/ Jackie Nostrom, City Recorder

DATE: **June 19, 2026**

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Southwest Athletic Complex Project Update – Wendy Thomas, Assistant City Manager

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RECOMMENDATION:
For discussion only.

ISSUE BEFORE COUNCIL:
Update to City Council on the progress of the Southwest Athletic Complex.

ALIGNMENT WITH STRATEGIC PLAN:
EV 4.2 – Regional Athletic Complex

BACKGROUND/SUMMARY:
August 2023 – First feasibility study and market survey presented by Victus Advisors on the original location with increased size
November 2024 – Memorandum of Understanding discussions & Land Consolidation Strategy
December 2024 – Timeline established
January 2025 – Memorandum of Understanding between Herriman City, Teton Ranch, Olympia Land and Olympia Ranch is approved by City Council, Open Houses held
February 2025 – Special Work Session on Athletic Complex
April 2025 – Memorandum of Understanding between Herriman City and Land Reserve is approved, land exchange package is approved
October 2025 – Design Contract Awarded to Consor Engineering for architecture, design and engineering
May 2026 – Applied for SLCO ZAP Recreation Bond – Phase 1 and Phase 1A
May 2026 – Applied for SLCO TRCC Grant (Trailhead)

ATTACHMENTS:
Concept Design_Presentation Board_04.15
Perspectives
11X17 _Fencing Plan
Southwest Athletic Complex Phasing 2026-0611 Revision
Phasing cost estimate REV 2026-0611 Modified
2026-06-04 – Southwest Athletic Complex Floor Plans & Elevations
Southwest_Athletic_Complex_Phasing_2026-0511(1)
Southwest Athletic Complex Phasing 2026-0611 revision TRCC
Southwest Athletic Complex SLCo Conservation Easement 2026-0611

SOUTHWEST ATHLETIC COMPLEX

CONCEPTUAL MASTER PLAN



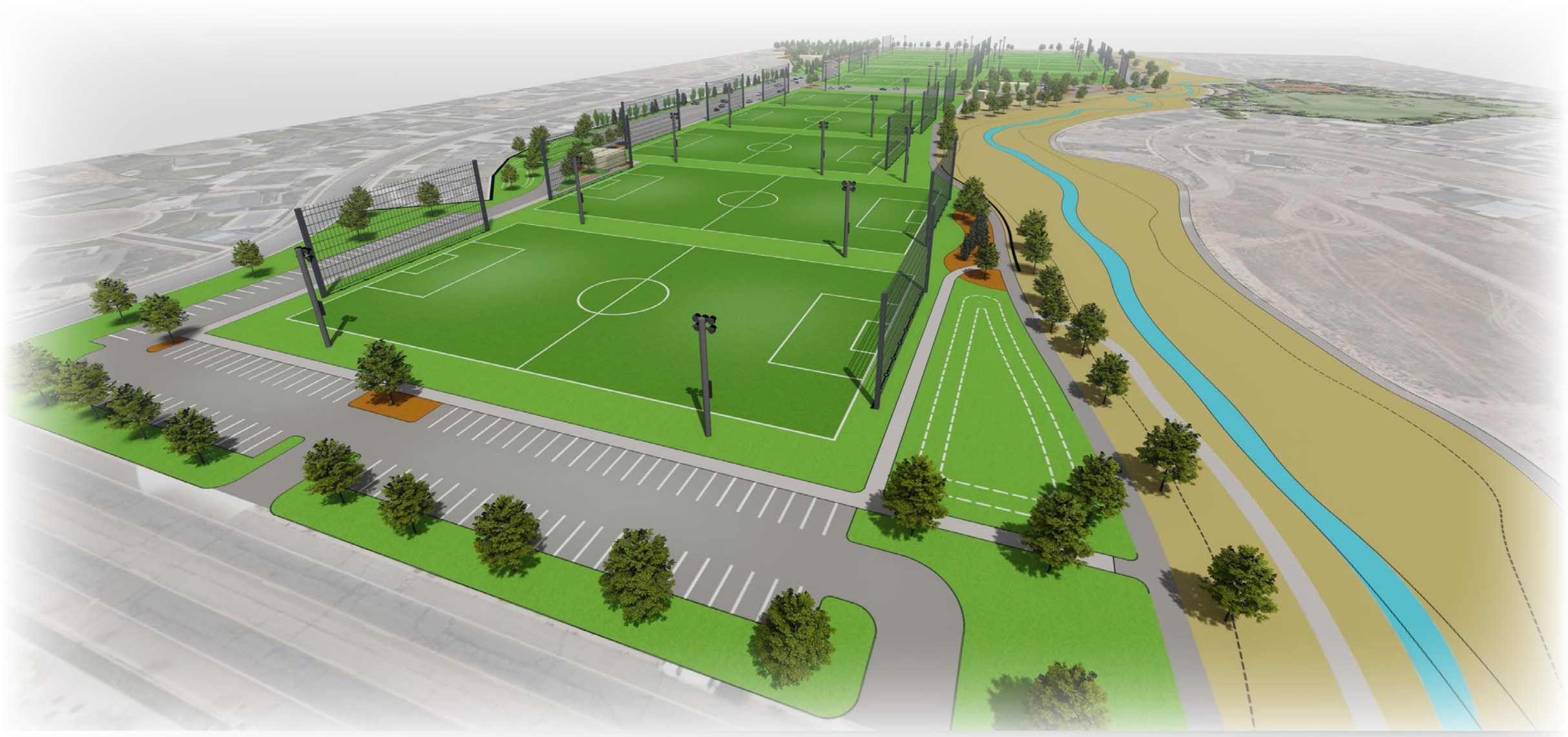
SOUTHWEST ATHLETIC COMPLEX

Perspective 1



SOUTHWEST ATHLETIC COMPLEX

Perspective 2



SOUTHWEST ATHLETIC COMPLEX

Perspective 3



SOUTHWEST ATHLETIC COMPLEX

Perspective 4

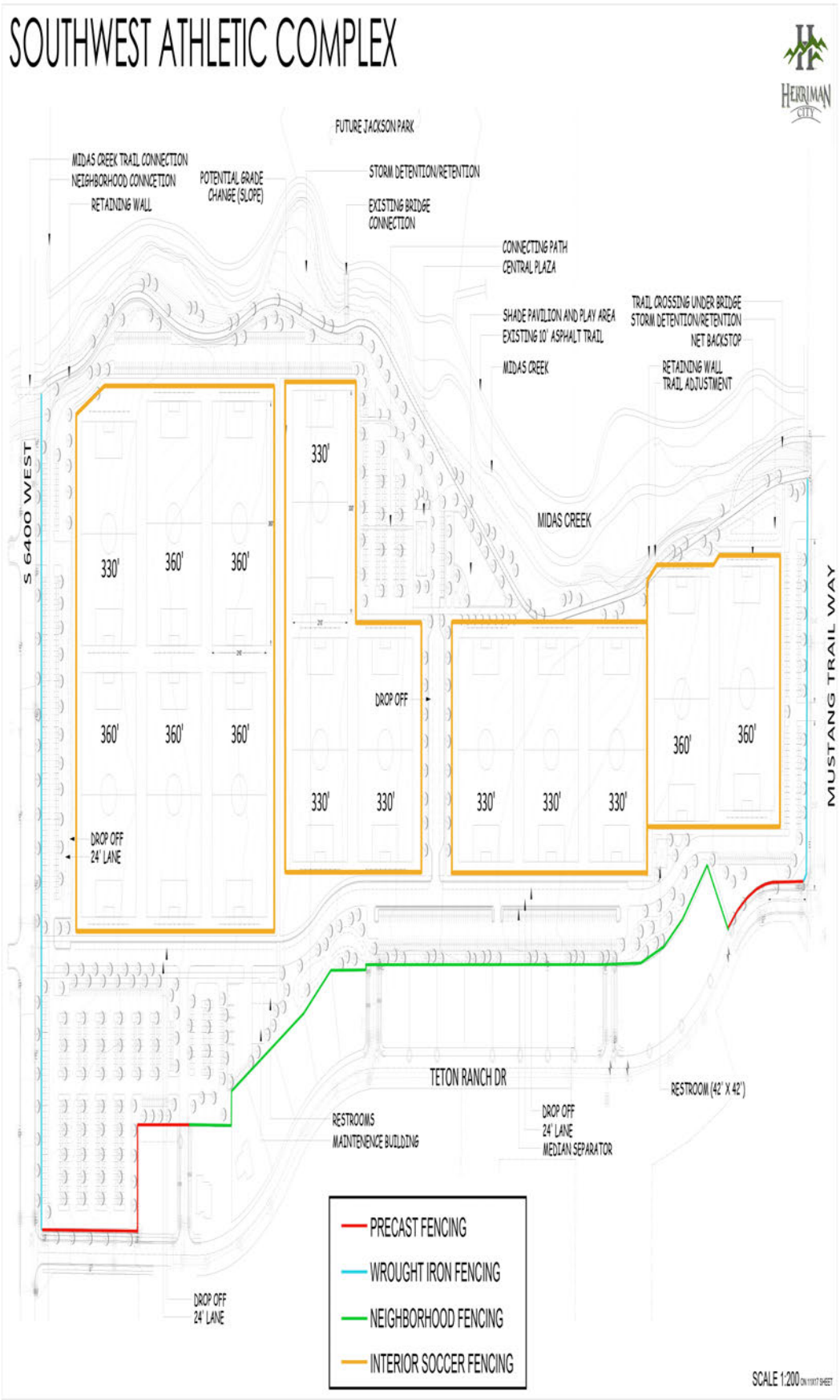


SOUTHWEST ATHLETIC COMPLEX

Perspective 5



SOUTHWEST ATHLETIC COMPLEX



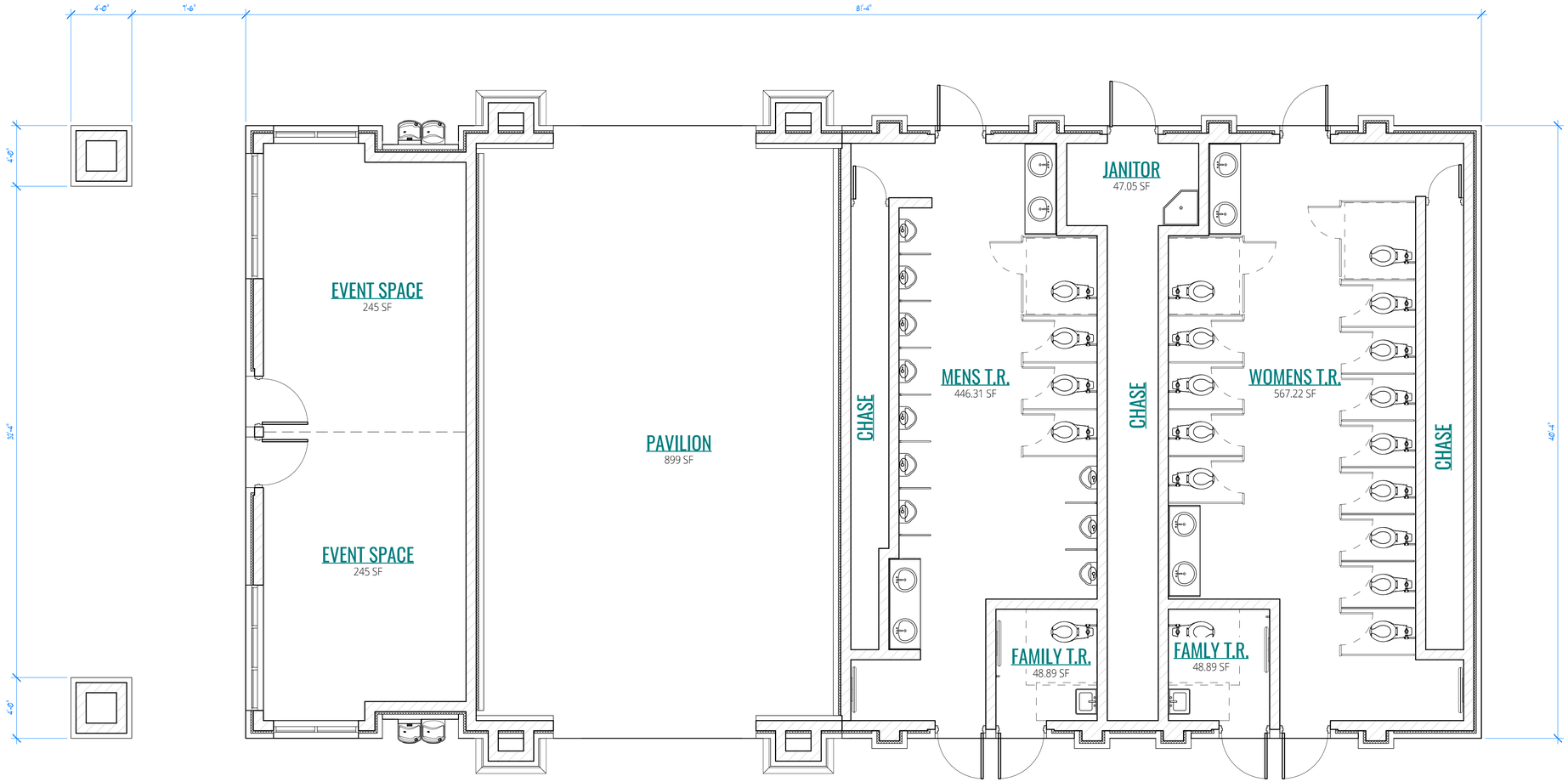
Athletic Complex Construction Cost Estimate

					PERCENTAGE of TOTAL		COST PER PHASE(modified)		
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL	PHASE 1	PHASE 1A	COMPLETE	PHASE 1	PHASE 1A
	SITE								
1	MOBILIZATION / DEMOBILIZATION	Lump	$50,000	1	0.6	0.6	$50,000	$30,000	$30,000
2	CONSTRUCTION SURVEY	Lump	$20,000	1	0.6	0.6	$20,000	$12,000	$12,000
3	TRAFFIC CONTROL	Lump	$30,000	1	0.6	0.6	$30,000	$18,000	$18,000
						SUB TOTAL	**$100,000**	**$60,000**	**$60,000**
	GRADING								
4	MASS GRADING AND EARTHWORK	Cubic Yard	$22	75000	1	1	$1,650,000	$1,650,000	$1,650,000
5	BUILDING PAD EXCAVATION AND STRUCTURAL FILL	Lump	$150,000	1	0.6	0.6	$150,000	$90,000	$90,000
						SUB TOTAL	**$1,800,000**	**$1,740,000**	**$1,740,000**
	UTILITIES(WATER,SEWER,STORMDRAIN)								
6	4" WATER LINE (PVC)	Linear Foot	$20	125	0.75	0.75	$2,500	$1,875	$1,875
7	6" WATER LINE (PVC)	Linear Foot	$30	210	0.75	0.75	$6,300	$4,725	$4,725
8	8" WATER LINE (PVC)	Linear Foot	$36	6800	0.75	0.75	$244,800	$183,600	$183,600
9	4" WATER METER	Each	$35,000	3	1	1	$105,000	$105,000	$105,000
10	FIRE HYDRANTS	Each	$5,500	7	0.49	0.49	$38,500	$18,865	$18,865
11	8" SEWER MAIN (PVC)	Linear Foot	$45	1875	1	1	$84,375	$84,375	$84,375
12	4" SEWER LATERAL	Linear Foot	$32	250	0.67	0.67	$8,000	$5,360	$5,360
13	4' SEWER MANHOLE	Each	$8,500	9	0.49	0.49	$76,500	$37,485	$37,485
14	12" STORM DRAIN MAIN	Linear Foot	$85	3500	0.49	0.49	$297,500	$145,775	$145,775
15	15" STORM DRAIN MAIN	Linear Foot	$105	2500	0.49	0.49	$262,500	$128,625	$128,625
16	18" STORM DRAIN MAIN	Linear Foot	$125	1400	0.49	0.49	$175,000	$85,750	$85,750
17	4' STORM DRAIN MANHOLE	Each	$8,500	19	0.49	0.49	$161,500	$79,135	$79,135
18	2' X 3' STORM DRAIN INLET	Each	$7,500	26	0.49	0.49	$195,000	$95,550	$95,550
19	FIELD DRAINAGE SYSTEMS	Each	$175,000	14	0.13	0.13	$2,450,000	$318,500	$318,500
20	UNDERGROUND RETENTION/DETENTION	Lump	$1,500,000	1	1	1	$1,500,000	$1,500,000	$1,500,000
						SUB TOTAL	**$5,607,475**	**$2,794,620**	**$2,794,620**
	SITE-ELECTRICAL								
21	ELECTRICAL SERVICES (TRANSFORMERS/WIRING/CONDUIT/METER/PANELS)	Lump	$750,000	1	0.5	0.5	$750,000	$375,000	$375,000
22	PARKING LOT LIGHTING (POLES)	Each	$12,000	55	0.49	0.45	$660,000	$323,400	$297,000
23	FIELD LIGHTING (POLES)	Each	$140,000	36	0.17	0.17	$5,040,000	$856,800	$856,800
						SUB TOTAL	**$6,450,000**	**$1,555,200**	**$1,528,800**
	HARDSCAPE/SITE FURNISHINGS								
24	PLAZAS/SITE CONCRETE/FLATWORK	Square Foot	$18	8500	1	1	$153,000	$153,000	$153,000
25	SITE FURNISHINGS (BENCHES/TRASH/BIKE RACKS/BOLLARDS)	Lump	$125,000	1	0.75	0.75	$125,000	$93,750	$93,750
26	PLAY STRUCTURE (LARGE REGIONAL PLAYGROUND)	Lump	$750,000	1	1	1	$750,000	$750,000	$750,000
27	FLAG POLES/DIRECTIONAL SIGNAGE	Lump	$120,000	1	0.5	0.5	$120,000	$60,000	$60,000
28	ENTRY SIGNAGE	Each	$85,000	2	1	0.5	$170,000	$170,000	$85,000
29	PEDESTRIAN LIGHTING	Lump	$150,000	1	0.75	0.75	$150,000	$112,500	$112,500
30	MAINTENANCE/WASHOUT/TRASH ENCLOSURES	Lump	$125,000	1	1	0	$125,000	$125,000	$0
31	SIDEWALK CONCRETE (WIDTH VARIES @ 4" THICKNESS)	Square Foot	$8	103296	0.5	0.45	$826,368	$413,184	$371,866
32	CURB AND GUTTER APWA TYPE E	Linear Foot	$50	27358	0.5	0.45	$1,367,900	$683,950	$615,555
33	ASPHALT PAVING (3" DEPTH)	Ton	$80	20154	0.5	0.45	$1,612,320	$806,160	$725,544
34	UNTREATED BASE COURSE (8" DEPTH OVER 23,424 FT^2)	Cubic Yard	$25	13436	0.5	0.45	$335,900	$167,950	$151,155
35	GRANULAR BORROW (12" DEPTH)	Cubic Yard	$25	20154	0.5	0.45	$503,850	$251,925	$226,733
36	STRIPING	Linear Foot	$2	22000	0.3	0.27	$44,000	$13,200	$11,880
						SUB TOTAL	**$6,283,338**	**$3,800,619**	**$3,356,982**

Modified Phase 1 includes west road, 1A does not

ARCHITECTURAL/BUILDINGS									
37	ARCHITECTURAL (MAINTENANCE BLDG/RESTROOM)	Square Foot	$350	3200	0	0	$1,120,000	$0	$0
38	ARCHITECTURAL (OPERATIONS BLDG/RESTROOM)	Square Foot	$350	3250	1	1	$1,137,500	$1,137,500	$1,137,500
39	ARCHITECTURAL (EAST STAND ALONE RESTROOM)	Square Foot	$350	1300	1	1	$455,000	$455,000	$455,000
						SUB TOTAL	**$2,712,500**	**$1,592,500**	**$1,592,500**
WALLS, FENCING AND GATES									
40	MATERIAL STORAGE WASH OUT AREA - CONCRETE WALLS	Linear Foot	$80	284	0	0	$22,720	$0	$0
41	6' HIGH TRASH ENCLOSURE CMU WALL (MAINTENANCE AREA)	Linear Foot	$80	94	0	0	$7,520	$0	$0
42	6' HIGH TRASH ENCLOSURE CMU WALL (NORTHWEST PARKING LOT)	Linear Foot	$80	46	0	0	$3,680	$0	$0
43	GATES (ENTRY AND INTERIOR)	Each	$15,000	6	0.67	0.5	$90,000	$60,300	$45,000
44	BACKSTOP SOCCER NETTING (20' TALL)	Each	$35,000	24	0.17	0.17	$840,000	$142,800	$142,800
45	4' HIGH BLACK VINYL COATED FENCING TO SEPARATE SOCCER FIELD AREAS	Linear Foot	$35	9590	0.2	0.2	$335,650	$67,130	$67,130
46	6' HIGH WROUGHT IRON FENCING	Linear Foot	$95	1754	0.5	0.5	$166,630	$83,315	$83,315
47	OLYMPUS PRE-CASE WALLS	Linear Foot	$175	1015	0.5	0.5	$177,625	$88,813	$88,813
						SUB TOTAL	**$1,643,825**	**$442,358**	**$427,058**
IRRIGATION/LANDSCAPING									
48	IRRIGATION POINT OF CONNECTION	Each	$120,000	1	1	1	$120,000	$120,000	$120,000
49	SOD GRASS	Square Foot	$2	109519	0.35	0.35	$219,038	$76,663	$76,663
50	2" CALIPER TREE	Each	$350	300	0.35	0.35	$105,000	$36,750	$36,750
51	6' - 7' EVERGREEN	Each	$275	50	0.35	0.35	$13,750	$4,813	$4,813
52	SHRUBS AND GRASSES	Each	$40	3100	0.35	0.35	$124,000	$43,400	$43,400
53	IRRIGATION FOR PLANTER AREAS AND SOD GRASS	Square Foot	$1	233010	0.4	0.4	$233,010	$93,204	$93,204
54	LANDSCAPE ROCK FOR PLANTER AREAS (4" DEPTH)	Cubic Yard	$95	1523	0.4	0.4	$144,685	$57,874	$57,874
						SUB TOTAL	**$959,483**	**$432,704**	**$432,704**
ARTIFICIAL TURF									
55	ARTIFICIAL TURF	Square Foot	$15	1465236	0.2	0.2	$21,978,540	$4,395,708	$4,395,708
						SUB TOTAL	**$21,978,540**	**$4,395,708**	**$4,395,708**

COMBINED SUB TOTAL	$47,535,161	$16,813,708	$16,328,371
CONTINGENCY	**$7,130,274**	**$3,362,742**	**$3,265,674**
	COMPLETE	**PHASE 1**	**PHASE 1A**
PROJECT/PHASE TOTAL	**$54,665,435**	**$20,176,450**	**$19,594,046**



1 MAIN LEVEL FLOOR PLAN

1/4" = 1'-0"

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1535 n. freedom blvd. suite 360
provo, utah 84604
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HERRIMAN CITY

SOUTHWEST ATHLETIC COMPLEX

OPERATIONS BUILDING

ADDRESS

client info

revision information

no.	date	description

milestone issue date
06.04.2026

milestone issue description
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latest revision date

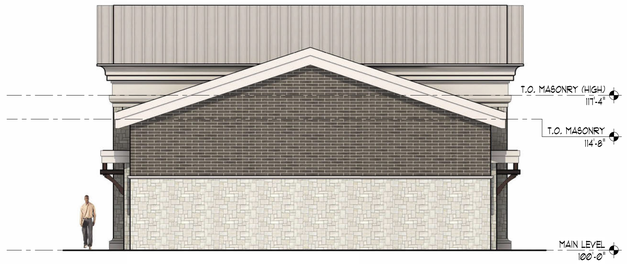
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FLOOR PLAN

A2.1

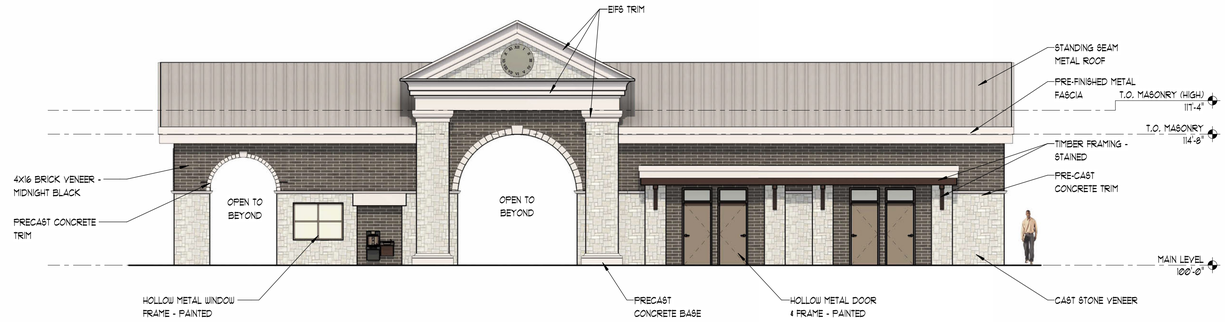
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1 NORTH ELEVATION

1/8" = 1'-0"



2 EAST ELEVATION

1/8" = 1'-0"



3 SOUTH ELEVATION

1/8" = 1'-0"



4 WEST ELEVATION

1/8" = 1'-0"



5 3D VIEW



6 3D VIEW

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SOUTHWEST ATHLETIC COMPLEX

OPERATIONS BUILDING

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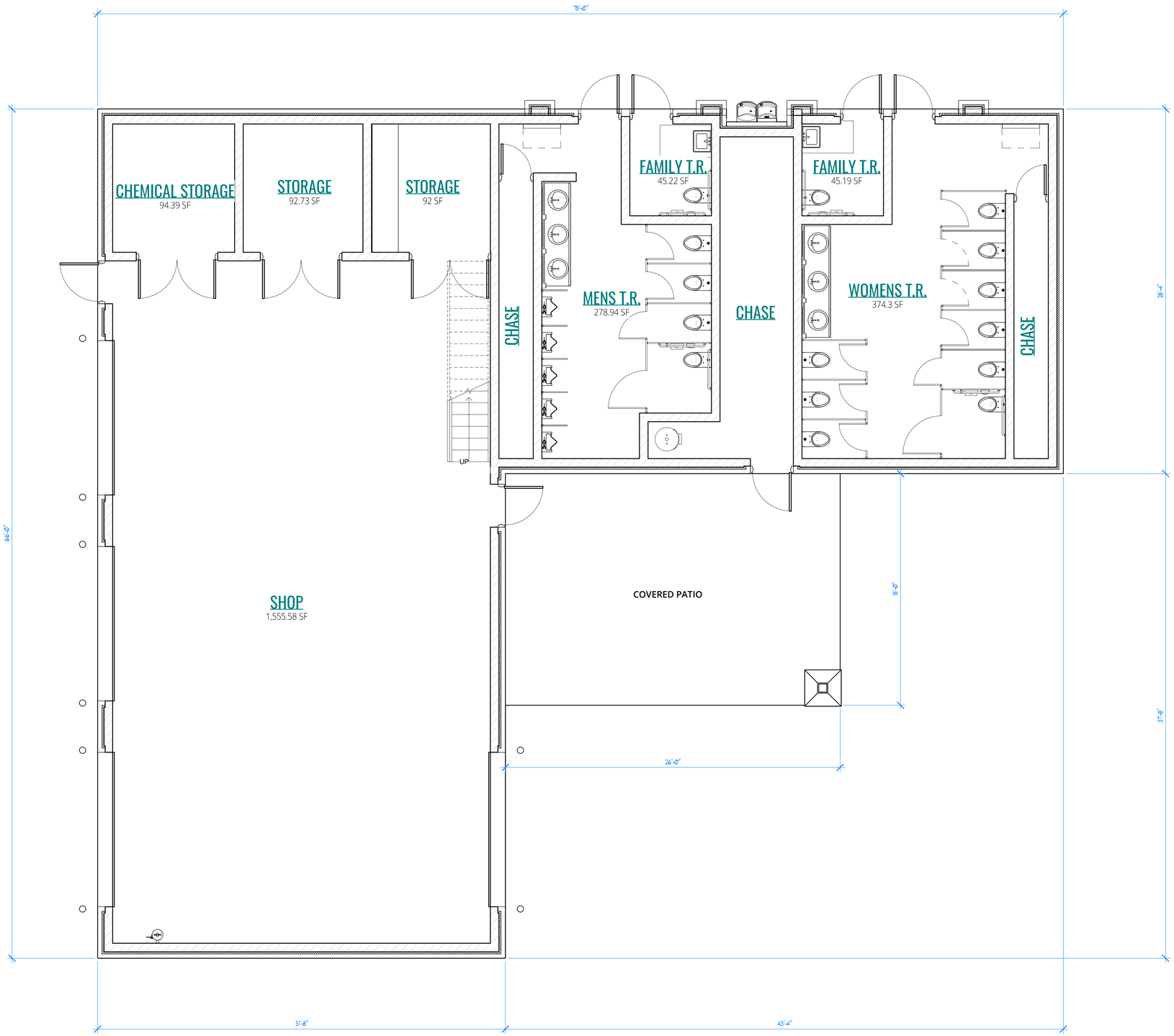
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OPERATIONS BUILDING EXTERIOR ELEVATIONS

A4.1

sheet number



1 MAIN LEVEL FLOOR PLAN

1/4" = 1'-0"

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HERRIMAN CITY

SOUTHWEST ATHLETIC COMPLEX

MAINTENANCE BUILDING

ADDRESS

client info

revision information

no.	date	description

milestone issue date
06.04.2026
milestone issue description
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latest revision date

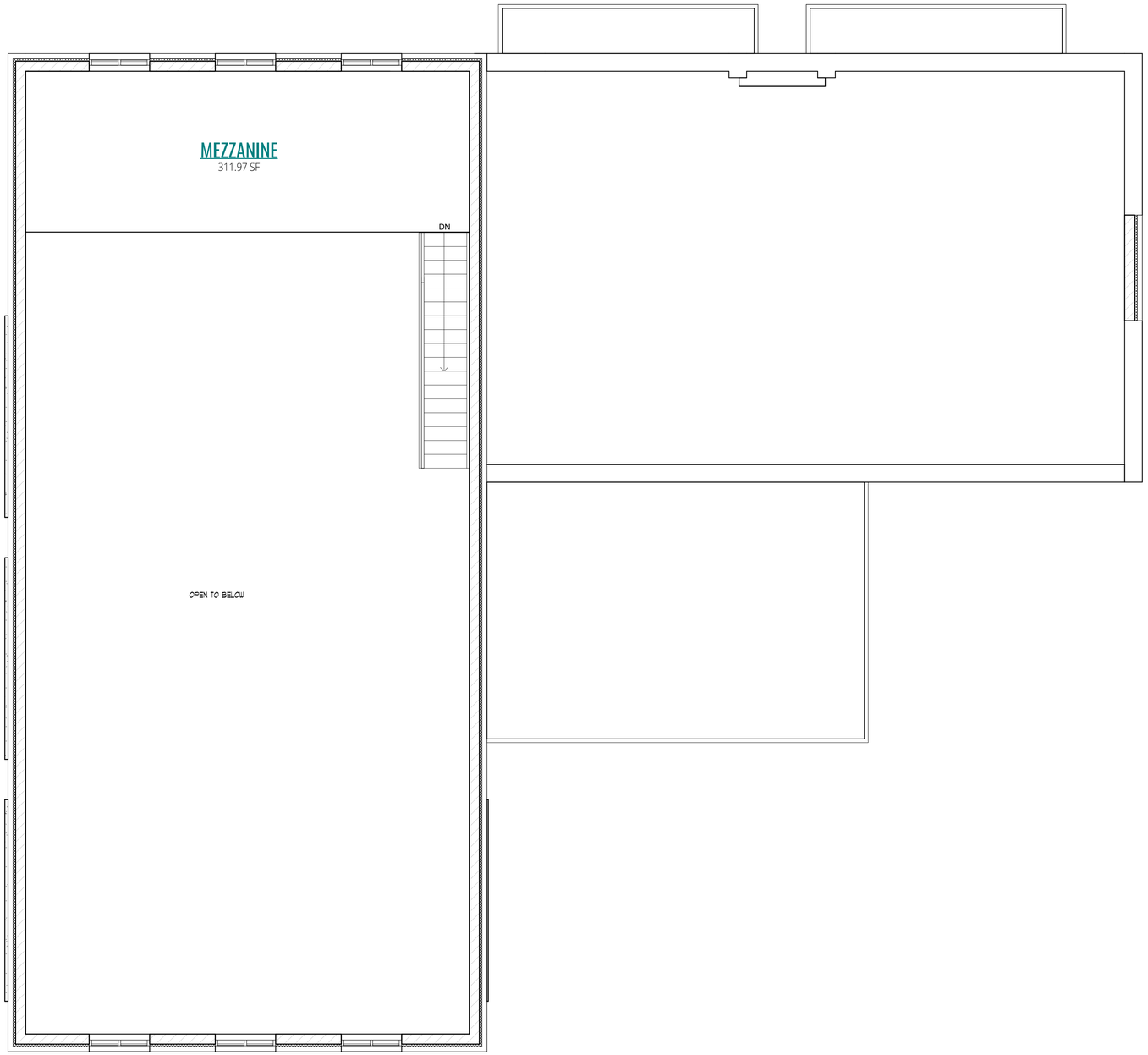
latest revision description

FLOOR PLAN

A2.1

sheet number

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1 MEZZANINE LEVEL

1/4" = 1'-0"

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HERRIMAN CITY

SOUTHWEST ATHLETIC COMPLEX

MAINTENANCE BUILDING

ADDRESS

client info

revision information

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milestone issue date
06.04.2026
milestone issue description
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latest revision date

latest revision description

MEZZAINE FLOOR PLAN

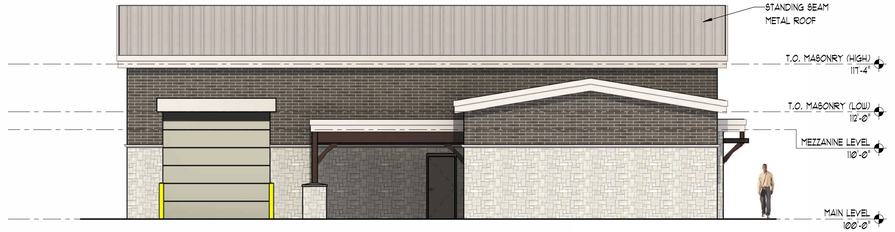
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1 NORTH ELEVATION

1/8" = 1'-0"



2 EAST ELEVATION

1/8" = 1'-0"



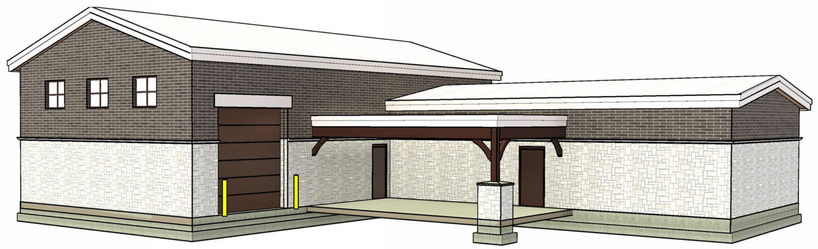
3 SOUTH ELEVATION

1/8" = 1'-0"

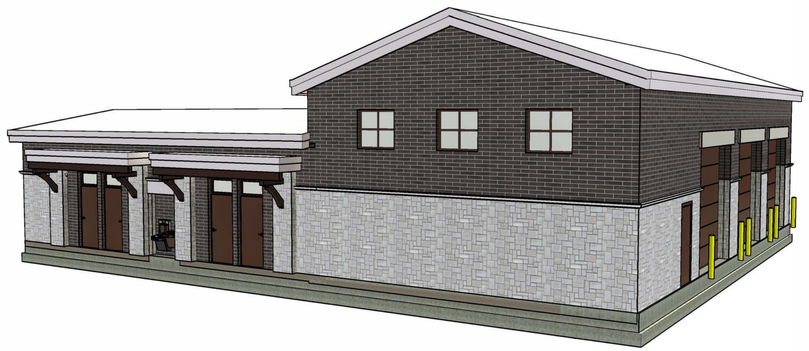


4 WEST ELEVATION

1/8" = 1'-0"



5 3D VIEW



6 3D VIEW

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HERRIMAN CITY

SOUTHWEST ATHLETIC COMPLEX

MAINTENANCE BUILDING

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06.04.2026

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latest revision date

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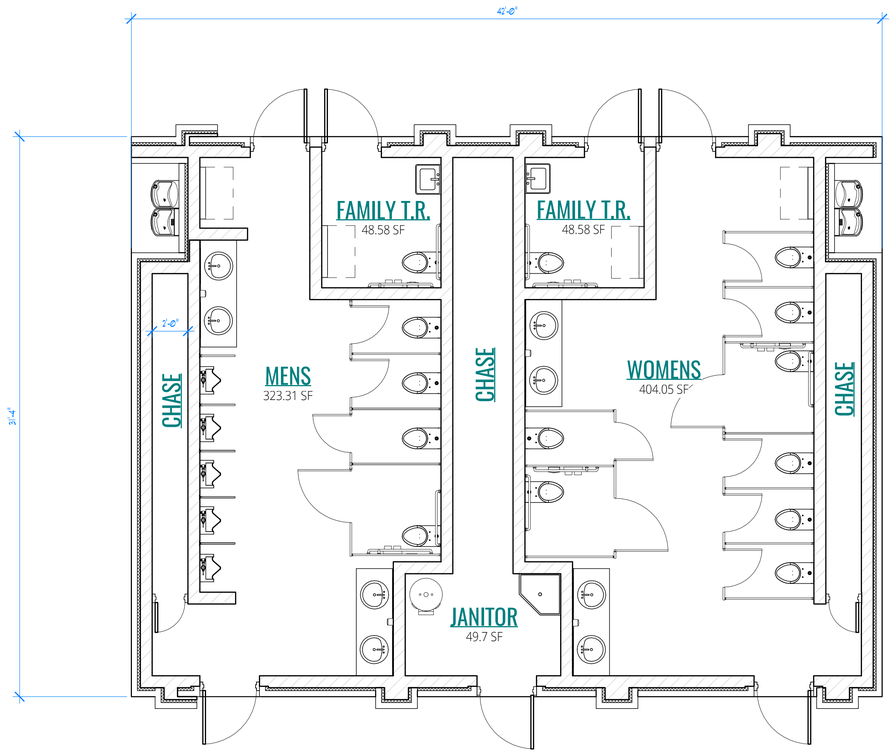
MAINTENANCE BUILDING EXTERIOR ELEVATIONS

A4.1

sheet number

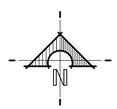
SHEET NOTES:

- TYPICAL REFERENCE FOR CONSTRUCTION TYPE - SEE SHEET A3.1
- TYPICAL REFERENCE FOR DOOR TYPE - SEE SHEET A3.2
- TYPICAL REFERENCE FOR WINDOW TYPE - SEE SHEET A3.2



1 MAIN LEVEL FLOOR PLAN

1/4" = 1'-0"



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HERRIMAN CITY

SOUTHWEST ATHLETIC COMPLEX

RESTROOM BUILDING

ADDRESS

client info

revision information

no.	date	description

milestone issue date
06.04.2026

milestone issue description
---

latest revision date

latest revision description

FLOOR PLAN

A2.1

sheet number

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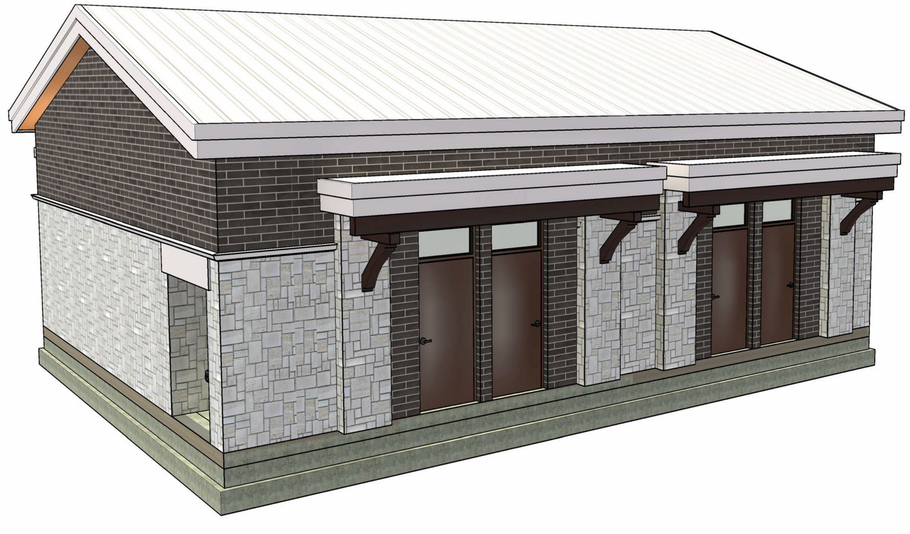
1 NORTH ELEVATION

1/4" = 1'-0"



2 EAST ELEVATION

1/4" = 1'-0"



3 3D VIEW

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HERRIMAN CITY

SOUTHWEST ATHLETIC COMPLEX

OPERATIONS BUILDING

ADDRESS

client info

revision information

no.	date	description

milestone issue date
06.04.2026

milestone issue description
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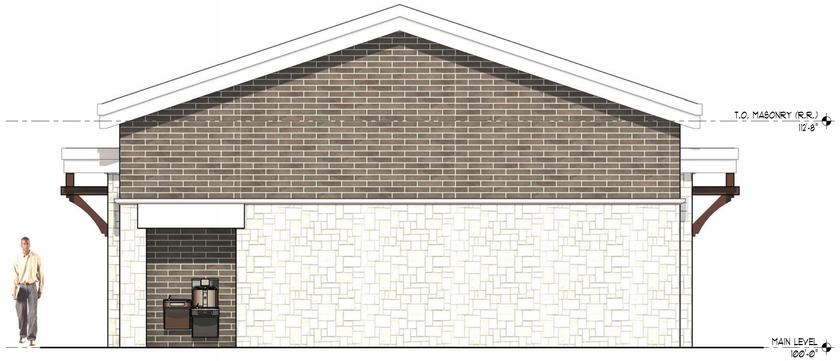
latest revision date

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RESTROOM BUILDING EXTERIOR ELEVATIONS

A4.1

sheet number



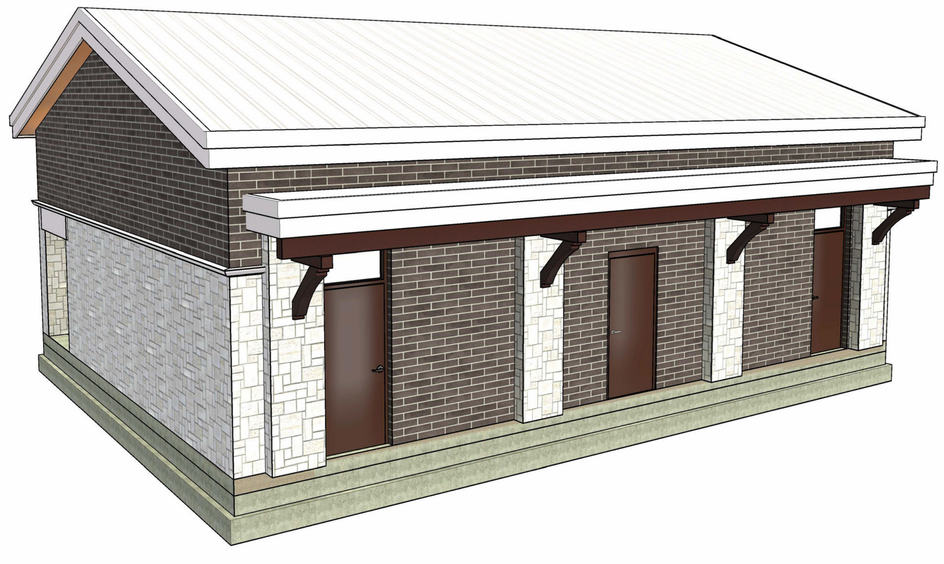
1 WEST ELEVATION

1/4" = 1'-0"



2 SOUTH ELEVATION

1/4" = 1'-0"



3 3D VIEW

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HERRIMAN CITY

SOUTHWEST ATHLETIC COMPLEX

OPERATIONS BUILDING

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client info

revision information

no.	date	description

milestone issue date
06.04.2026

milestone issue description
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latest revision date

latest revision description

RESTROOM BUILDING EXTERIOR ELEVATIONS

A4.2

sheet number

SOUTHWEST ATHLETIC COMPLEX

CONCEPTUAL MASTER PLAN

HERRIMAN CITY

TOTAL PARKING COUNT = 984
APPROX. 70 STALLS/PER FIELD

PARKING

MULTI-USE FIELD

MEDIUM PAVILION

FUTURE 'JACKSON PARK'

MIDAS CREEK TRAILHEAD

BRIDGE CROSSING

TRAIL CONNECTION

TRAIL UNDER BRIDGE

MIDAS CREEK

SPORTS COMPLEX OPERATIONS PAVILION/RESTROOMS

PLAY/GATHERING AREA

MIDAS CREEK BRIDGE

EXISTING TRAIL CONNECTION UNDER MUSTANG WAY

STORM WATER DRAINAGE

FIELD #1 (330'X 210')

FIELD #2 (360'X 210')

FIELD #3 (360'X 210')

FIELD #7 (330'X 210')

DROP OFF ZONE

TWO-WAY 24' LANE

FIELD #4 (360'X 210')

FIELD #5 (360'X 210')

FIELD #6 (360'X 210')

FIELD #8 (330'X 210')

FIELD #9 (330'X 210')

FIELD #10 (330'X 210')

FIELD #11 (330'X 210')

FIELD #12 (330'X 210')

FIELD #13 (330'X 210')

FIELD #14 (330'X 210')

6400 WEST

MUSTANG WAY

DROP OFF ZONE

PARK ENTRY SIGNAGE

RESTROOMS (31' X 42')

20' LANDSCAPE BUFFER

FIELD LIGHTS

TETON RANCH DRIVE

20' LANDSCAPE BUFFER

RAISED MEDIAN SEPARATOR

DROP OFF ZONE

TWO-WAY 24' LANE

ADDITIONAL MAINTENANCE YARD SPACE

MAINTENANCE BUILDING/RESTROOMS

SOCCER BALL SCREEN

SOUTHWEST ATHLETIC COMPLEX

CONCEPTUAL MASTER PLAN

TOTAL PARKING COUNT = 984
APPROX. 70 STALLS/PER FIELD

PARKING

MULTI-USE FIELD

MEDIUM PAVILION

FUTURE 'JACKSON PARK'

MIDAS CREEK TRAILHEAD

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FIELD #2 (360'X 210')

FIELD #3 (360'X 210')

FIELD #7 (330'X 210')

DROP OFF ZONE

TWO-WAY 24' LANE

FIELD #4 (360'X 210')

FIELD #5 (360'X 210')

FIELD #6 (360'X 210')

FIELD #8 (330'X 210')

FIELD #9 (330'X 210')

FIELD #10 (330'X 210')

FIELD #11 (330'X 210')

FIELD #12 (330'X 210')

FIELD #13 (330'X 210')

FIELD #14 (330'X 210')

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MUSTANG WAY

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SOCCER BALL SCREEN

SOUTHWEST ATHLETIC COMPLEX

CONCEPTUAL MASTER PLAN



HERRIMAN CITY

S T A F F R E P O R T

DATE: **June 24, 2026**

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom, Deputy Director of Administrative Services

SUBJECT: **Thomas Butterfield Community Service Scholarship Program Discussion**

RECOMMENDATION:
Staff recommends that the City Council review the history and current structure of the Thomas Butterfield Community Service Scholarship program and provide direction regarding any desired changes.

ISSUE BEFORE COUNCIL:
What direction, if any, would the City Council like to provide regarding the Thomas Butterfield Community Service Scholarship program?

ALIGNMENT WITH STRATEGIC PLAN:
CE 4 – Sense of Community

BACKGROUND/SUMMARY:
The Thomas Butterfield Community Service Scholarship was established to recognize youth who demonstrate a strong commitment to service Herriman City and its residents through community service and leadership.

In 2025, Council formally adopted a policy outlining the administration of the program, including eligibility requirements, application procedures, evaluation criteria, and award distribution.

Under the current policy:

- Applicants must be Herriman City residents who complete a minimum of 24 hours of community service within a 12-month period.

- Eligible applicants include high school seniors or individuals who have graduated within the past five years.
- Applications are due annually on March 1
- Recipients are selected based on service impact, leadership, interview and essay.
- Recipients are notified prior to receiving the scholarship at their school awards night

DISCUSSION:
During the 2026 award process, the selection committee discussed the possibility of proposed refinements.

Staff is wanting to know if the current format of the program is aligned with the vision of the Council. Staff will use any direction provided by the Council to determine next steps, including whether to bring forward a revised policy for consideration.

ALTERNATIVES:
- The program could continue to function in the current format.
- The Council may direct staff to bring back a revised policy for consideration.
- Eliminate the program in its entirety.

FISCAL IMPACT:
The scholarship program is currently funded at $2,200 annually.

ATTACHMENTS:
Thomas Butterfield Community Service Scholarship Policy

Document # LP-48-001	Title: Thomas Butterfield Community Service Scholarship	Print Date: 8/26/2025
Revision # 001	Prepared By: Angela Hansen, Deputy City Recorder	Date Prepared: 8/6/2025
Effective Date: 11/13/2025	Reviewed By: City Council	Date Reviewed: 11/12/2025

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 three members:

2.2.1. Elected officials: Two City Council representatives.

2.2.2. One designee's assigned by the City Manager.

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: _____

Date of Service	Service Performed	Who Helped	Hours Completed

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: _____

DATE: **June 19, 2026**

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: City Council Recognitions – Wendy Thomas, Assistant City Manager

---

RECOMMENDATION:

The following groups will be recognized by the City Council:

Herriman High School Boys Rugby Team – 2026 High School National Champions

Herriman High Boys Track – 2026 High School State Champions

Butterfield Scholarship Winners

Parade Entry Winners - Fort Herriman Towne Days Parade

ALIGNMENT WITH STRATEGIC PLAN:

CE 1 – Sense of community

CITY COUNCIL MINUTES

Wednesday, May 13, 2026
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, May 13, 2026, 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, Matt Basham, Jared Henderson, Teddy Hodges

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

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

1. Council Business

Mayor Palmer called the meeting to order at 5:30 p.m.

1.1. Review of this Evening's Agenda

Assistant City Manager Wendy Thomas raised the matter of naming a park field, noting that naming decisions of this nature had historically been developer-driven when the associated park was built as part of a development. She referenced the Wide Hollow Trailhead as an example of

the City's general practice of using location-based naming conventions to aid residents in identifying facilities by their geographic context.

1.2. Future Agenda Items

City Manager Nathan Cherpeski confirmed that the naming of the park field should be placed on a future agenda as a council decision item.

1.3. Council discussion of future citizen recognitions

There were no future citizen recognitions discussed.

2. Administrative Reports

2.1. City Status Report: March 2026 – Trevor Ram, Assistant to the City Manager

Assistant to the City Manager Trevor Ram presented the March 2026 City Status Report. He noted that the City's overall financial status remained stable. He advised the Council that sales tax receipts were tracking in line with year-over-year trends, explaining that the figures reflected January 2026 sales activity, given the two-month lag in receipt reporting. The step-down from December to January figures was characterized as an expected seasonal pattern consistent with the post-holiday period. City Manager Cherpeski noted that the Council would receive April's report at the following meeting due to the cancellation of the second April meeting.

2.2. 2026 Drought Monitoring and Conservation Efforts – Justun Edwards, Public Works Director

Public Works Director Justun Edwards presented a comprehensive overview of the 2026 drought conditions and the city's conservation response. He began by characterizing the situation as serious, noting that snowpack levels across the region were well below average, with snow water equivalent measurements ranging from zero to approximately 33 percent of average in relevant basins. The runoff peak had arrived approximately one and a half months earlier than typical, and reservoir storage was effectively no longer filling. As of early May, the local system was at approximately 71–72 percent capacity, a figure that, while not immediately alarming in isolation, was a significant concern given the absence of continued inflow. Director Edwards noted that when larger regional reservoirs such as Lake Powell and Flaming Gorge were included in the calculation, the broader storage picture dropped to near 40 percent.

Director Edwards then outlined the Jordan Valley Water Conservancy District's Drought Contingency Plan framework. The plan established five drought levels, zero through five, with associated mandatory and voluntary response measures. A drought committee, comprising voting members from each member agency, convened in early March and initially voted 10–6 in favor of Level 1, indicating a split among member agencies. However, within three weeks, water supply

conditions had deteriorated sufficiently that when the matter was presented to Jordan Valley's full board, it was elevated to Level 2, which carried a target demand reduction goal of 10 percent.

Director Edwards explained the financial implications of the drought designation. Under Level 2, surcharges would be triggered if the city's water consumption exceeded 110 percent of its contracted amount, with a 25 percent surcharge applied on usage between 110 and 120 percent of the contract. He noted that in the prior year the City had used approximately 115 percent of its contract. If usage remained flat relative to fiscal year 2025, the City could face an estimated $70,000 surcharge; if usage continued to grow at its recent trajectory, the estimated penalty could approach $130,000.

To manage exposure to these surcharges, Director Edwards sought Council concurrence for staff to work with City Manager Cherpeski to adjust the blend ratio of Jordan Valley-sourced water and Herriman's own well water throughout the irrigation season. Currently operating at approximately a 47 percent blend of well water, staff indicated it was feasible to gradually increase that proportion to manage Jordan Valley usage below the 110 percent threshold. Director Edwards confirmed that this blending adjustment would be monitored monthly, as Jordan Valley production data is received on a one-month lag, and adjustments would be made incrementally rather than abruptly.

Councilmember Matt Basham suggested that public communications include messaging connecting the conservation effort to potential changes in water quality, noting that drawing more heavily from the City's wells would result in harder water. The Council agreed that messaging should be carefully calibrated to be transparent without unnecessarily alarming residents, particularly given that the City's overall increase in water usage in recent years has been partly a deliberate policy decision to reduce winter well operations. Councilmember Terrah Anderson requested that residents be notified when blend adjustments are being made so that changes in water character are not unexpected. Director Edwards confirmed that the communications team had been engaged and that blend-adjustment notifications had historically been part of seasonal water quality messaging in spring and fall.

Director Edwards summarized a broad range of ongoing conservation efforts, including the City's water use dashboard, which had approximately 850 active users. Staff planned to expand outreach to high-volume water users through individualized education, site visits, and referrals to landscape efficiency incentive programs offered by the state and Jordan Valley. The City's participation in the rain barrel subsidy program was highlighted as a conservation-awareness tool, with the City having subsidized over 200 barrels at a cost of approximately $6,000. Communications staff had already issued nearly 30 conservation-related social media posts and newsletter items as of the end of April, and the City had recently hosted a Jordan Valley Localscapes class attended by approximately 50 residents.

Director Edwards acknowledged that outreach to homeowners associations and their management companies remained a challenging area, as communications tend to reach property management firms rather than HOA board members or residents directly. The Parks Department's conservation practices were also highlighted, with Director Edwards noting that the department had developed and refined best management practices across seven categories since 2021, and that parks staff were actively coordinating sprinkler operations and receiving monthly water-use reports to guide field-level decisions. The Council concurred with staff's proposed approach to water blending management and requested mid-summer and end-of-summer progress reports.

2.3. Quarterly Capital Project Report – Bryce Terry, City Engineer

City Engineer Bryce Terry presented the quarterly capital project update, highlighting several significant projects.

Regarding the Gina Road project, Engineer Terry reported that right-of-way acquisition negotiations were ongoing. A number of property owners had signed deeds or construction access permits, with approximately 25 percent of the required agreements executed to date. He noted that the design had advanced to 90 percent completion, and that staff had been incorporating individual property owner requests such as fence alignments, mailbox placements, and driveway approaches into the plan set prior to contractor engagement, with the intention of resolving concerns before construction begins. While no property owner had been identified as staunchly opposed, some parcels presented greater complexity than others. A summer construction start remained the target, though Engineer Terry declined to commit to a specific timeline for completion of right-of-way acquisition.

The Midas Creek Trail Extension was reported as substantially complete, with the trail open to the public from Mustang Trail to the future 6400 West alignment. A ribbon cutting was scheduled. Remaining punch list items included a defective section of asphalt trail surface to be repaired and site restoration work. Engineer Terry noted that a connection on the north side of the trail, running through an adjacent neighborhood, was delayed due to grading performed by a nearby developer that conflicted with the planned alignment. Staff was working with the cooperative developer to have the displaced material removed.

The Wide Hollow Trailhead restroom facility had been delivered and was in the process of utility connection, with electrical service as the primary remaining item. The restroom was expected to open within one to two weeks, with a temporary portable facility in use in the interim.

The 6000 West reconstruction project was described as in full active construction, with crews having begun with the most intensive phase: sewer installation at depths of approximately 20 feet.

Work had progressed southward from the Herriman Boulevard intersection toward Heritage. Engineer Terry acknowledged that traffic control implementation by the contractor had been inconsistent with the approved traffic management plan, requiring regular follow-up from City staff. Specific deficiencies noted included a directional signal displaying a green arrow at a location where a no-left-turn restriction was posted, and inadequate signage for motorists exiting adjacent subdivisions. Staff confirmed that the signal placement had been corrected as of the date of the meeting.

The Rosecrest road improvement project, described as tied to a Jordan Valley water main installation through the area from 13400 South to Mirabella, was noted as targeting a July construction start. Jordan Valley would be holding a public open house the following evening at City Hall to present the project to residents. Engineer Terry noted that the City had coordinated to append roadway reconstruction to the end of Jordan Valley's project scope, and that the communications teams for both entities were working collaboratively on resident outreach. A priority had been established to address the segment near Blackridge Elementary School first.

The Juniper Crest road connection project remained on track for a late-summer or September completion, though progress had been delayed by the discovery of a Rocky Mountain Power electrical line at insufficient depth of only two feet, where four feet was required. The conduit had been lowered, and staff was awaiting Rocky Mountain Power to complete the reconnection, which Engineer Terry noted could be a slow process.

Regarding the Olympia water storage tank, Director Edwards reported that the contractor was actively on site performing grading and underground work while awaiting a building permit. The current projected completion date was the first week of November. Staff were simultaneously coordinating with UDOT on the associated water transmission lines and were developing an RFP for design of a pump station needed to serve the zone four distribution lines. Preliminary design and site selection work had also begun for a future zone six tank and pump station in the Olympia area, including outreach to the Bureau of Land Management, whose approval process was estimated to require up to 18 months.

2.4. Discussion of proposed Community Development budgets for fiscal years 2027 and 2028; discussion of proposed personnel and compensation changes – Kyle Maurer, Director of Finance and Administrative Services

Finance Director Kyle Maurer presented the proposed Community Development department budgets for fiscal years 2027 and 2028, along with citywide personnel and compensation proposals. He noted the operational budget increase in fiscal year 2027 driven by one-time items: the Community Development Director's attendance at the ESRI GIS Conference and a series of computer replacements. The operating budget was projected to decrease in fiscal year 2028 as

those one-time costs would not recur. A new part-time Community Development Administrative Assistant position was proposed to assist with an ongoing software conversion and to facilitate knowledge transfer from a long-tenured Community Development Coordinator who is anticipated to retire within the coming years.

Engineering was projected to see an overall decrease in both budget years, attributable to a reduction in contracted outside engineering services and the application of a five-percent budget reduction that City Manager Cherpeski had directed all departments to apply during the budget development process.

GIS showed an operating increase, driven primarily by the addition of Placer AI software, a cell-phone-data analytics platform used to track visitor patterns, foot traffic, and demographic movement. Director Thomas explained that the prior equivalent software had lost its state contract, and Placer AI now represents the primary option available under state contract. He described its utility across economic development, event analysis, and marketing outreach noting that the data is aggregated and anonymous, representing counts and heat maps rather than individual tracking. Finance Director Maurer noted the software was housed in GIS for budget purposes given that the GIS administrator was leading its implementation, with plans to reallocate costs to user departments in future years as usage patterns became clearer.

Director Maurer also took the opportunity to explain the internal charges line appearing in departmental budgets, noting that each department is assessed a portion of the City's insurance costs through an internal service fund, and that admin fee offsets reflect credits for staff time charged to the development services fund when general-fund employees perform work related to development review.

Planning showed a $10,000 reduction in advanced planning consistent with the five-percent directive. Director Maurer noted that the planning department was undergoing a staff restructuring following the departure of the Planning Manager, with plans to hire a lower-level replacement. He indicated he had intentionally delayed adjusting the staffing plan in the budget until recruitment was further along.

Economic Development was projected to show a significant increase in business license revenue, reflecting both the City's substantial growth in new commercial openings and a correction of conservative estimates developed two years prior. The operating budget for economic development was reduced, following a review by Director Thomas of all subscriptions, memberships, and dues for continued relevance and value, in addition to the five-percent reduction. Director Maurer identified the specific memberships retained in the budget, including the South Valley Chamber of Commerce, Mountain West Chamber of Commerce, the Utah

Alliance for Economic Development (UAED), EDC Utah/Governor's Office of Economic Opportunity, the International Council of Shopping Centers (ICSC), the Utah Business License Association (UBLA), and the Utah Redevelopment Agency.

A substantive discussion ensued regarding the dual chamber memberships. Councilmember Henderson inquired about the value the City directly receives from the Mountain West Chamber membership, noting the overlap between chamber activities and services the City's economic development team already provides directly, including ribbon cuttings. Director Thomas acknowledged that the two chambers had historically served somewhat different business-size markets, South Valley for larger businesses and Mountain West for smaller, but noted that South Valley had expanded its small business programming, creating increasing overlap. Mayor Palmer and Councilmember Henderson expressed a desire for staff to produce an analysis prior to the chambers' July presentation that clearly articulates the direct benefit the city receives from each membership, particularly the Mountain West Chamber, and what, if any, unique value it provides to the City as a member entity distinct from the businesses it serves. Assistant City Manager Thomas suggested that a survey of Herriman businesses on their chamber utilization could be informative. City Manager Cherpeski noted that cities are not always members of local chambers and that the direct benefit to a municipality differs from the benefit to a private business member. The Council indicated it would maintain both memberships through the current budget year and requested that staff bring a recommendation in conjunction with the chambers' July presentation.

Development Services was presented as a fund rather than a department, designed to capture all costs associated with processing new development, including building, planning, engineering review, and related administrative functions. Director Maurer noted that a revised fee schedule being presented later in the evening had been incorporated into both the fiscal year 2027 and 2028 budget projections. The most notable change in the fund's operating costs was an approximately $60,000 increase in credit card processing charges, reflecting increased permit volume. Director Maurer explained that the City's philosophy has been to incorporate processing fees into the permit fee structure rather than charging applicants separately. A transfer out of $303,000 was also noted, covering the fund's share of City Hall debt service and contributions to vehicle replacement reserves.

Personnel and Compensation proposals were then presented. Director Maurer noted that a memo from the City Manager had been distributed to the Council detailing specific proposed promotions, and declined to enumerate those in the public setting to avoid creating expectations among affected employees. He explained that proposed promotions and reclassifications were included in the memo for Council review.

A citywide cost-of-living adjustment (COLA) of 3.21 percent was proposed, representing a ten-year Consumer Price Index average. Director Maurer clarified that a COLA adjusted the entire pay scale for all employees, as distinct from merit increases, which are individual and performance-based. Medical insurance premiums were proposed to increase by 5.7 percent, and dental insurance, which is self-funded, was proposed to increase by 10 percent based on claims history and broker recommendation, with the City covering 80 percent of premiums and employees covering 20 percent. Retirement contribution rates through the Utah Retirement Systems had decreased by one percent for tier one and tier two non-public-safety employees for the second consecutive year, and were flat for public safety, which Director Maurer noted was a favorable development given recent rapid increases in public safety compensation. He also noted that tier two non-sworn employee contribution rates would increase to 1.3 percent, an employee-side cost with no direct impact to the city.

Director Maurer also presented a proposed market adjustment for the Mayor and City Council compensation, noting that the adjustment was the result of a routine HR-initiated review that the Council had agreed to conduct periodically. He indicated the proposal would require a separate public hearing and had been included in the tentative budget. Councilmember Henderson acknowledged the inherent discomfort of the discussion but noted that systematic, periodic reviews prevent the compounding effect of deferred adjustments. Councilmember Basham drew a parallel to the philosophy of making incremental property tax adjustments versus allowing a large gap to develop. Maurer confirmed that the public hearing could be noticed for the first meeting in June concurrent with other budget hearings, and that the Council retained the authority to determine whether to proceed at any point.

Regarding new position requests, Director Maurer outlined the following positions proposed by the City Manager:

A Parks Manager position was proposed for fiscal year 2028 to provide additional management support to what was described as one of the largest city departments. A related but separately noted item was a proposed reclassification of the Parks Deputy Director to a full director title, reflecting the department's scale. An Arborist Assistant was proposed to support the city's arborist given the growth in urban tree inventory. The previously discussed part-time Community Development Administrative Assistant was included. Three police-related positions were proposed: a Police Commander to be cost-shared across the general fund, the Herriman City Safety Enforcement Area fund, and the fire budget, with emergency management responsibilities that would subsume the existing part-time emergency manager position; a Police Sergeant to address supervisory span-of-control deficiencies in the detective division and provide direct oversight of the Special Enforcement Team; and an additional Police Officer in fiscal year 2028, contingent on established

growth triggers already having been met. Finally, internship positions in GIS (funded by stormwater) and Engineering were proposed.

Interim Police Chief Cody Stromberg elaborated on the sergeant position, explaining that the current detective sergeant supervised eight to nine personnel, an unusually high span of control for the nature of the cases handled. He noted that the Special Enforcement Team, stood up the prior year to conduct high-risk operations in coordination with regional partners, required dedicated supervisory oversight currently being pulled from other operational areas. The new sergeant would separate persons-crimes investigation supervision from property-crimes and special enforcement oversight.

City Manager Cherpeski expanded on the commander position, noting that a key duty would be proactive fire mitigation planning. He stated that the proposed budget included approximately $50,000 annually for the commander to direct toward fire mitigation activities, describing wildfire as an area where proactive investment can meaningfully reduce risk to residents, in contrast to hazards such as earthquakes.

Councilmember Henderson offered broader commentary on the budget deliberation process, expressing appreciation for the incremental departmental presentations conducted over prior months, while noting that the Council had not yet been presented with a comprehensive revenue-to-expenditure comparison that would allow members to evaluate all requests in a unified financial context. He expressed a preference for city management to present a consolidated recommendation with clear funding sources and multi-year financial implications, rather than expecting the Council to make approval determinations on individual requests without the full picture. He specifically noted that ongoing positions such as those carrying COLA obligations create compounding multi-year cost commitments that should be evaluated against a long-term financial model. City Manager Cherpeski and Finance Director Maurer acknowledged these points, noting that the ten-year financial model would be presented at the upcoming budget public hearing meetings, and that approved positions would be clearly distinguished from requested ones in that document. Assistant City Manager Thomas noted that without additional staffing capacity, service levels would begin to decline visibly, which itself carries public consequences. Councilmember Henderson concluded by emphasizing that no position or budget item should be assumed approved based solely on its having been presented without objection during the work session.

3. Adjournment

Councilmember Basham moved to adjourn the City Council work meeting at 6:58 p.m. Councilmember Hodges seconded the motion, and all voted aye.

7:00 PM (or as soon as possible thereafter) – GENERAL MEETING:

4. Call to Order

Mayor Palmer called the meeting to order at 7:45 p.m.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

Mr. Justin Schmidt led the audience in the Pledge of Allegiance.

4.2. City Council Comments and Recognitions

Councilmember Teddy Hodges expressed appreciation to the Herriman Police Department for hosting an awards ceremony the preceding evening, noting the meaningful recognition it provided to officers for their efforts beyond the scope of their regular duties.

Councilmember Matt Basham echoed those remarks and added that the event was his first such ceremony, describing the experience as one he would not forget. He also noted that it was National Police Week which was an annual observance honoring law enforcement officers who have died in the line of duty. He acknowledged the candlelight vigil occurring simultaneously at the National Mall in Washington, D.C., where the names of 363 fallen officers were being read.

5. Public Comment

Antonio Valbuena, representing WINGS Neurodiversity Foundation, addressed the Council to propose the creation of an inclusive vocational space for neurodiverse children, particularly those on the autism spectrum, within a public park in Herriman. He cited the statistic that approximately 1 in 37 children in Utah is on the autism spectrum and described the proposed pilot program as a 750 square foot space divided into three zones: adaptive sensory play, a calm and emotional regulation zone, and a parent and caregiver area, designed to safely accommodate 7 to 10 children at a time. He expressed the hope that the model could eventually expand to other cities and be presented as a state legislative proposal.

Maria Victoria Duque, the Foundation's director and mother of two children on the autism spectrum, spoke from personal experience about the challenges families face when accessing public spaces, and emphasizing the necessity of dedicated safe spaces for children to play and self-regulate.

Leander Guevara, a high school student and leader of a youth nonprofit, provided an update on the organization's annual Kite Festival, which originated in Herriman three years prior. He thanked the Mayor and city staff for their early support of the event. He noted that the 2026 edition of the festival would be held on August 25, in partnership with Bluffdale City, and announced plans to invite universities, colleges, fire departments, police departments, and the military to provide

opportunities for young attendees. He presented the Mayor with a certificate of appreciation on behalf of the organization.

Kent Davis, Republican nominee for Salt Lake County District Attorney summarized his professional background, including military service in Iraq, experience at the U.S. Department of Justice, work in the Salt Lake County District Attorney's Office, and current roles in corporate law and cybersecurity. He stated his commitment to engage directly with Herriman's leadership and offered to meet privately with any Council member, attend town halls, and maintain an open line of communication with the city regarding the enforcement priorities of the District Attorney's office.

Jason McNeill submitted an electronic comment stating that he was a resident of Herriman and was unable to attend the meeting in person because he was out of town. Mr. McNeill stated that he had lived in Herriman since approximately 2005 and expressed his appreciation for the community. He explained that he and a large group of Herriman residents regularly played tennis several times each week at the Mirabella Drive tennis courts and valued both the sport and the sense of community the facility provided. He commented that the Mirabella Drive tennis courts had not been resurfaced for many years, if ever during his residency, and that they were in desperate need of resurfacing. He noted that the court surfaces had become slippery when wet, creating safety concerns. He also emphasized that Herriman had few hard-surface tennis courts available, making the Mirabella Drive location especially important to local tennis players. Mr. McNeill acknowledged that the City was preparing to adopt its upcoming budget and requested that the City prioritize resurfacing the Mirabella Drive tennis courts. He stated that, on behalf of himself and other Herriman residents who regularly used the facility, he strongly encouraged the City to include the project in the budget, emphasizing the significant community benefit the courts provided to longtime residents.

Tim McNeil submitted an electronic comment stating that Herriman had a strong tennis community and that he had played at the Mirabella tennis courts for many years. He noted that he lived near the facility and commented that the public tennis courts in Herriman were frequently in use during peak times, indicating a need for additional public tennis courts. Mr. McNeil also requested that the Mirabella tennis courts be resurfaced, stating that the court surfaces had become significantly worn. He asked that the resurfacing project be considered for inclusion in the current year's budget and thanked the Council for its consideration.

Justin Britton submitted an electronic comment regarding the condition of the tennis courts located on Mirabella Drive in Herriman. He stated that the courts were in serious need of resurfacing and maintenance. Mr. Britton reported that the court surfaces had become significantly worn over time and that the paint had faded to the extent that court lines were difficult to see during play,

particularly on the east court. He further stated that the surface texture had deteriorated, resulting in slippery conditions and posing a safety concern for users, with reported instances of slipping and falling. He noted that the courts served as an important recreational asset for the community and were widely used by residents for exercise and family activities. Mr. Britton indicated that resurfacing the courts would improve playability and appearance while also addressing safety concerns and reducing the risk of injury. He respectfully requested that the City evaluate the condition of the courts and consider prioritizing them for resurfacing and repair.

Todd and Michelle McNeill submitted an electronic comment stating that they had been residents of Herriman for 24 years. They indicated that they, along with their family and other community members, regularly used the tennis courts on Mirabella Drive, noting that they were among the few available public tennis courts in the area. They requested that the City prioritize resurfacing the courts as soon as possible, stating that the courts were in poor condition and that slick surface areas were present in multiple locations. They emphasized that resurfacing the Mirabella tennis courts should be considered a priority and thanked the City for its time and service.

6. City Council Reports

6.1. Councilmember Jared Henderson

Councilmember Henderson reported that he served on the Wasatch Front Waste and Recycling District Board and deferred that report to a later action item on the agenda.

Councilmember Henderson further reported, in his capacity as Chair of the Unified Fire Authority Finance Committee, that the committee was scheduled to meet the following morning for a multi-hour budget review session. He provided context regarding the Fire Service Area tax increase discussed earlier in the meeting, explaining that approximately 88% of the Unified Fire Authority's cost increase was attributable to labor costs, primarily cost-of-living adjustments. He also noted that recent years of structural reforms had helped keep overall cost increases more closely aligned with inflation.

6.2. Councilmember Teddy Hodges

Councilmember Hodges had no report at this time.

6.3. Councilmember Matt Basham

Councilmember Basham reported on recent activity at the Jordan Valley Water Conservancy District, noting that the board was meeting concurrently. He highlighted that the District's average wholesale water rate increase for member municipalities for the upcoming fiscal year was approximately 4.7%, based on a formula tied to prior-year water usage.

He reported that, due to the City's water department effectively managing peak water usage during key measurement periods, Herriman's rate was set to decrease by 2.5% compared to the prior year, following a 1.5% decrease the previous year. He credited the water department for this outcome. Councilmember Basham also noted that the Jordan Valley Water Conservancy District would not be seeking a property tax increase for the upcoming fiscal year.

6.4. Councilmember Terrah Anderson

Councilmember Anderson reported that the Youth Council had successfully held a concert, which drew family attendance and featured performances by various local bands. She acknowledged strong support from city staff and the Youth Council. She also noted that the Youth Council application window remained open for two more days, encouraging students in grades 9 through 12 to apply through the city's website for the fall session.

7. Mayor Report

Mayor Palmer reported on a recent Transcom meeting during which the 12600 South and Main Street interchange was discussed. He stated that Transcom declined to approve the full funding request, noting that the Utah Department of Transportation (UDOT) was conducting a comprehensive study of 12600 South from Main Street to Bangerter Highway, with plans for a significant future overhaul, including bridge reconstruction.

He reported that Transcom did, however, allocate a $1,000,000 placeholder recognizing the identified need for intersection improvements, specifically the addition of two westbound-to-southbound left-turn lanes and an eastbound connection, pending completion of the broader UDOT study. He expressed appreciation to City Engineer Bryce Terry for his work on the project

8. Consent Agenda

8.1. Approval of the April 8, 2026 City Council meeting minutes

8.2. Consideration of a resolution restating Resolution No. R31-2024 approving City contributions to the retirement plans for Tier II public safety officers – Travis Dunn, Human Resources Manager

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

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

9. Discussion and Action Items

9.1. Authorize the City Manager to appoint Cody Stromberg, Chief of Police for the City of Herriman and execute an employment contract – Nathan Cherpeski, City Manager

City Manager Nathan Cherpeski noted that City Ordinance 1-6-7 requires Council advice and consent for the appointment of department heads, including the Chief of Police. He acknowledged that a formal swearing-in ceremony was planned for the following Council meeting, and that the present item was limited to authorizing him to extend and execute the standard executive employment contract.

City Manager Cherpeski described the selection process as having included a citizens' panel, a public open house, and an executive team review, all of which produced a unanimous recommendation in favor of Cody Stromberg. Having been involved in five chief of police hiring processes over his career, City Manager Cherpeski expressed strong confidence in the outcome, noting that Mr. Stromberg's interview performance had been exceptional.

Councilmember Henderson moved to authorize the City Manager to extend an employment contract offer to Cody Stromberg as Chief of Police for the City of Herriman. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

9.2. Notice of Intent to Withdraw from Wasatch Front Waste & Recycling District (WFWRD) – Trevor Ram, Assistant to the City Manager.

Assistant to the City Manager Trevor Ram explained that the city had been pursuing two parallel pathways toward withdrawal from the Wasatch Front Waste and Recycling District (WFWRD): withdrawal by negotiation and withdrawal by statute. He noted that negotiated withdrawal efforts, underway for over a year, had not produced an agreement, prompting the City to initiate the statutory process under House Bill 429, enacted in the most recent legislative session and effective May 6, 2026.

The notice of intent before the Council comprised three components: a statement of intent to withdraw, a map of the proposed withdrawing area (the city's boundaries), and a statement of the city's intent to conduct a feasibility study if a negotiated exit could not be reached. Assistant to the City Manager Ram explained that upon the District's receipt of the notice, two significant downstream effects would be triggered: WFWRD would have 30 days to establish withdrawal terms with the city in writing, and WFWRD would be unable to incur new debt or significant financial obligations for one year, unless the withdrawal was completed or the notice was rescinded.

The Council clarified that this action did not foreclose the possibility of a negotiated mutual agreement, which remained the City's preferred outcome. The City had met with WFWRD representatives the previous day as part of ongoing discussions. Mayor Palmer reassured residents that any eventual transition would result in no interruption of trash collection service; the primary change would be the identity of the service provider and the billing source. The City had identified a preferred vendor but had not yet executed any agreement.

Councilmember Henderson moved to approve Resolution No. R13-2026 to withdraw from Wasatch Front Waste and Recycling District. Councilmember Basham seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

9.3. Discussion and Consideration of a Second Amendment to the Mountainview Plaza Master Development Agreement – Blake Thomas, Community Development Director

Community Development Director Blake Thomas presented a proposed second amendment to the Mountain View Plaza Master Development Agreement (MDA), for a development located at Miller Crossing Drive and Main Street. Director Thomas explained that the existing MDA required the development to adhere to an approved concept plan, and that the applicant's proposal to add a new commercial lot, lot 8, which necessitated Council approval as more than a minor amendment, even though the proposed use would be permitted outright in a C-2 commercial zone.

The amendment would add one commercial lot to the development concept. Director Thomas noted that a parking analysis demonstrated 48 surplus stalls would remain after the proposed 5,500-square-foot building was constructed, addressing parking adequacy concerns. Approval of the MDA amendment would require the developer to return to the Planning Commission for amended plat and conditional use approvals prior to construction.

The developer's representative, Aaron Osmond, was present and confirmed that the proposed tenant for the new lot was Emler Swim School, which had expressed interest in a dedicated 5,500-square-foot facility. Mr. Osmond noted that the tenant had preferred a standalone building rather than sharing space with other tenants, a decision the developer agreed with given potential water-related concerns. He confirmed that the functional parking area used by existing tenants, including the Station Bar, would not be adversely affected by the new lot. He also indicated that existing tenants had not yet been formally notified pending Council approval.

Councilmember Hodges moved to approve Resolution No. R14-2026, approving the Second Amendment to the Mountain View Plaza Master Development Agreement. Councilmember Basham seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

9.4. Discussion and Consideration of a Request to Reduce Water Impact Fees for the Life Time Commercial Development Project – Blake Thomas, Community Development Director

Director Thomas presented a request from Life Time to reduce its water impact fee obligation for its commercial development project on the northwest corner of Mountain View Corridor and 12600 South, for which a groundbreaking had recently been held. Director Thomas explained that the city's non-residential water impact fee calculation includes two components: an indoor portion based on meter size and an outdoor portion based on irrigable area. Life Time was not seeking a reduction on the indoor portion, which amounted to $61,548 based on their 3-inch meter.

The outdoor fee, calculated at $776 per 1,000 square feet of irrigable area, was the subject of the request. Of the 3.72 total acres of landscaped area on the site, Life Time's architects and engineers

identified 1.332 acres that would have only temporary irrigation, used to establish vegetation on slopes along Mountain View Corridor and along the perimeter of a storm water retention pond that has no outfall. Because standing water in the retention pond makes the area inhospitable to sustained vegetation, that area was proposed for rock mulch with temporary establishment irrigation rather than permanent irrigation. The applicant requested that these 1.332 acres be excluded from the irrigable area calculation, consistent with precedent the city had established for residential lots in the hillside overlay zone where permanent irrigation is impractical.

Director Thomas noted that Lot 2 of the project would be addressed separately when a building permit is pulled for future development. The Council briefly discussed the proximity of the landscaped slope to UDOT's planned future widening of 12600 South; it was noted that the area had been designed with that anticipated right-of-way acquisition in mind.

Councilmember Basham moved to approve Resolution No. R15-2026 approving an impact fee reduction for the Life Time Commercial Development Project. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

9.5. Discussion and Consideration of a Recommendation to Approve a Master Development Agreement for Awaken City Church to Permit a "Church or Place of Worship" at 15856 S Rockwell Park Cove in the M-1 Manufacturing Zone (File No. M2026-038) – Michael Maloy, City Planner

City Planner Michael Maloy presented the proposed Master Development Agreement (MDA) for Awaken City Church, which had requested the ability to operate as a church within a 9,000-square-foot former athletic training facility in an existing M-1 manufacturing zone building cluster located south of Porter Rockwell Boulevard, east of Mountain View Corridor. Planner Maloy noted that a church or place of worship is not a permitted use in the M-1 zone, and explained that the applicant had presented a legal claim under the federal Religious Land Use and Institutionalized Persons Act (RLUIPA), asserting that the proposed use warranted equal treatment relative to similar assembly uses, such as reception centers, charter schools, and indoor recreation facilities, already permitted or operating within the same M-1 zone.

City Planner Maloy described the analysis undertaken with the City Attorney, which considered zoning map amendments, text amendments, and the MDA tool. The MDA was selected for its narrow scope of impact, as it allows the introduction of a use not otherwise permitted under the applicable zone, a capability not available under a Planned Unit Development, while avoiding the broader precedential effects of a text or map amendment. A public hearing was held by the Planning Commission, which produced no public comment and resulted in a 5-1 recommendation to approve, with subsequent modifications agreed upon by the applicant.

Key provisions of the agreement as presented included: clarifying language regarding the purpose and intent of the agreement; a cap of 18,000 square feet on the total footprint of the church use; language citing RLUIPA as the legal basis for the agreement; a 10-year term with a 5-year extension subject to Council review; and the City's position that, upon expiration of the MDA, the church would transition to legal nonconforming status essentially meaning the use could continue and be transferred but could not be further expanded. City Planner Maloy confirmed that the 18,000-square-foot limitation was recommended by staff to preserve the manufacturing character of the zone, and that while a majority of the Planning Commission agreed, some commissioners expressed a preference not to include that limitation.

Mayor Palmer expressed support for the agreement, noting that community churches provide substantial civic benefit and face significant land cost barriers in Herriman.

Councilmember Henderson moved to approve Ordinance No. 2026-10 approving a Development Agreement to Permit Awaken City Church in an M-1 Manufacturing Zone located at 15856 S Rockwell Park Cove. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

9.6. Presentation and Discussion for the Development Services Fee Study conducted by Lewis, Robertson, Burningham Public Finance Advisors – Blake Thomas, Community Development Director

Director Thomas introduced Fred Philpot of Lewis, Robertson, Burningham Public Finance Advisors (LRB), who presented the findings of a development services fee study commissioned approximately one year prior. Mr. Philpot explained that the study was conducted in response to a 2022 state audit that identified concerns about the level of development fees in certain municipalities, and subsequent regulatory requirements calling for entities to ensure their fees are rationally calculated and defensible.

Mr. Philpot described the two-pillar methodology: a cost analysis accounting for base employee salaries and benefits, department overhead, and administrative overhead from city-wide service departments and a process evaluation, in which city staff developed detailed process maps documenting each step involved in processing a fee application and the time and personnel associated with each step. These two inputs were combined to produce a fully weighted cost per minute for each position involved, which was then applied to process maps to derive a total calculated cost per fee type.

The study covered most planning and building permit fees, with engineering review and land disturbance fees deferred pending implementation of new software that would provide better data for that analysis. The revenue impact analysis, based on a snapshot of recent fee activity, showed that under the proposed fee schedule, planning department revenue would increase by approximately 110%, reflecting fees that had been set below actual cost, while building department revenue would decrease by approximately 20%, reflecting that fees in that area had been set above what the process evaluation determined to be cost-justified.

Director Thomas confirmed that the fee schedule would be brought forward for formal adoption at an upcoming Council meeting, with a target effective date of July 1, 2026, following a public hearing on May 27, 2026, and adequate time for the communications team to publish updated information on the city's website.

9.7. Discussion and consideration of a Resolution to adopt the Tentative Fiscal Years 2027 and 2028 City of Herriman budget and request to schedule a public hearing on May 27, 2026 – Kyle Maurer, Director of Finance and Administrative Services

Finance Director Kyle Maurer presented the City Manager's recommended tentative biennial budget for the City of Herriman. He acknowledged that the budget development process had been accelerated this cycle due to a finance software conversion, compressing what is typically a November through June process into a January start. He noted that Herriman's practice of briefing the Council on budget components beginning in January rather than presenting a complete budget

in May as most cities do was distinctive and, while placing additional demands on the finance team, ensured greater Council engagement throughout the process.

Director Maurer identified three overarching budget priorities: maintaining and prioritizing existing assets and infrastructure as the city matures toward build-out; remaining competitive in personnel compensation; and preserving current service levels to the extent possible.

Citywide Revenue and Expenditure Overview: Across all funds, the City's total revenue was approximately $108.5 million, with the largest components being charges for services at 25 percent, property tax at 22 percent, and sales tax at 15 percent. On the expenditure side, personnel represented approximately one-third of citywide spending, with operating supplies accounting for 21 percent. Water purchases alone totaled approximately $8.3 million. Capital projects across all funds exceeded $26 million.

General Fund: Sales tax comprised 40 percent of General Fund revenue, with the Herriman City Safety Enforcement Area property tax transfer supporting police services representing another significant component. On the expenditure side, personnel accounted for 55 percent of General Fund spending, with police representing approximately one-third of General Fund expenditures and parks constituting the second-largest department at 12 percent. Transportation and streets represented another significant category, with over $2 million of that amount dedicated to pavement management.

Revenue highlights included: a projected 4–5.5 percent increase in general fund property tax, a 3.9 percent increase in sales tax, a significant increase in Class C Road fund budgeting, and an 8 percent increase in the HCC transfer to fund police.

Major General Fund expenditure highlights included: nearly $1.7 million in capital project contributions; $2.2 million for pavement management in fiscal year 2027 (including $700,000 for Rosecrest Road rehabilitation); $85,000 budgeted for the 2028 municipal election; and approximately $319,000 for snow removal. The proposed budget also included 5.5 new positions totaling approximately $1.4 million, of which approximately $368,000 would be borne by the General Fund, with police positions funded through restricted new growth reserves.

Police Department: Director Maurer detailed the personnel cost drivers for the police budget, including a $200,000 COLA adjustment, $133,000 in step increases, and market adjustments addressing both out-of-band compensation and commander-level pay compression. Notable operating cost increases included a nearly 15 percent increase in contracted dispatch services, a long-deferred adjustment to the clothing and uniform budget (unchanged since the department's formation in 2018), and increasing software subscription costs. Director Maurer credited newly

appointed Chief Stromberg and the command staff for voluntarily reducing general supplies and fuel budgets to partially offset these unavoidable increases. He noted that fiscal year 2028 projections showed continued pressure from dispatch costs, overtime budget normalization, and a recognized need to reinvest in officer training and general operating supplies.

Animal Services: The budget included preparation costs for a planned move into a renovated former fire station (Station 103) anticipated in fiscal year 2029.

Community Services: A new AI module for code enforcement software (CommCate AI) was included, as was an increase in the administrative law judge budget reflecting a higher citation volume than originally anticipated.

Emergency Management and Crossing Guards: The budget proposed eliminating a part-time emergency management position as an offset to the proposed commander position's shared cost.

Capital Projects (General): Significant proposed capital projects included: additional design and engineering funding for the public works facility; the Rosecrest Road rehabilitation; a 11800 South/12600 South reimbursement obligation; evaluation or replacement of the Rosecrest splash pad; a Transjordan Landfill membership contribution; message board relocation; annual streetlight replacement; tennis court resurfacing at Rose Creek; an art mural at a site to be determined; and a General Fund contribution toward the finance ERP replacement for utility billing. Additional projects included development of a road segment not yet impact-fee eligible, animal shelter renovation funding ($1.2 million for fiscal year 2029 preparation), establishment of a park's amenity replacement fund, and annual streetlight replacement.

Capital Equipment: Equipment expenditures included planned vehicle replacements, new vehicles for approved positions, the beginning of a vehicle replacement fund to smooth future purchases and reduce reliance on lease financing, a new work order system associated with the building department's software upgrade, and a golf cart for city events funded via a three-year sponsorship arrangement. The fiscal year 2028 equipment budget included a Christmas tree for Crane Plaza.

Impact Fee Funds: Director Maurer noted that the Parks Impact Fee Fund was approaching a near-zero balance and that only four new projects were proposed: a trail along 11800 South Business Center, Jackson Park development ($2.3 million, reduced from an original $3.5 million request to allow for phasing), a debt service contribution, and a small administrative item. The Transportation Impact Fee Fund included three traffic signal projects: Auto Row/12600 South, Dansie Oaks/Herriman Main, and Miller Crossing/Herriman Main. Director Maurer also disclosed that the city was exploring refinancing the 2015 bonds, which financed construction of the current City

Hall, Crane Park, and portions of Herriman Main Street, and that a related underwriting agreement would be brought to the Council at the next meeting.

Water Fund: Rate revenue was projected to increase 11 percent, reflecting the 6.5 percent rate increase adopted the prior November and 4.5 percent growth. Notable expense increases included water purchases, new electricity costs associated with a new pump station coming online, and an anticipated rate increase from Jordan Valley Water which Director Maurer noted had fortunately not materialized at the projected level. The budget proposed issuing a bond for a number of capital water projects, with debt repayment to be split between the enterprise fund and the water impact fee fund. Director Maurer noted he needed to further coordinate with engineering staff on project phasing to avoid holding unused bond proceeds for an extended period.

Storm Water Fund: Personnel represented approximately one-quarter of storm water expenditures, with a significant portion of costs attributable to administrative service charges from other departments. The budget included a storm water rate study, as the existing rate had not been reviewed since its original implementation. Capital projects included a storm drain on High Country Road, a portion of the ERP replacement, Shoshone Pond piping improvements, skate park detention pond outlet improvements, and vactor truck replacement.

Councilmember Basham expressed appreciation for Director Maurer's ability to make complex financial data accessible to Council members without a municipal finance background.

Councilmember Hodges moved to approve Resolution No. R16-2026 acknowledging receipt of a tentative budget and tentatively adopting the biennial budget pursuant to the requirements of Utah Code Ann. §10-6-111 for the fiscal year beginning July 1, 2026, and ending June 30, 2028, and request to schedule a public hearing on May 27, 2026, for formal adoption on June 10, 2026. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

10. Future Meetings

10.1. Next Planning Meeting: May 20, 2026

10.2. Next City Council Meeting: May 27, 2026

11. Events

11.1. Hungry Herriman Food Truck Roundup: May 18, 2026, and May 25,2026, Crane Park 5:00 p.m.

11.2. FOH: Multicultural Dance Festival: May 23, 2026, 3:00 p.m. Crane Park

12. Closed Session

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

Councilmember Basham moved to temporarily recess the City Council meeting to convene in a closed session to discuss the pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 9:30 p.m. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

The Council reconvened the Council meeting at 10:29 p.m.

13. Adjournment

Councilmember Hodges moved to adjourn the City Council meeting at 10:29 p.m. Councilmember Basham seconded the motion, and all voted aye.

14. Recommence to Work Meeting (If Needed)

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on May 13, 2026. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder

CITY COUNCIL MINUTES

Wednesday, May 27, 2026
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, May 27, 2026, 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, Matt Basham, Jared Henderson, Teddy Hodges

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

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

1. Council Business

1.1. Review of this Evening's Agenda

Mayor Palmer called the meeting to order at 5:31 p.m.

1.2. Future Agenda Items

Councilmember Matt Basham raised the topic of utility power box beautification, referencing examples he had observed in Boulder City and noting that South Jordan had implemented a similar program using vinyl wraps rather than direct painting, which appeared to produce more

durable results. He expressed interest in exploring a renewed agreement with Rocky Mountain Power to allow artistic treatment of prominent power boxes throughout Herriman. City Manager Nathan Cherpeski noted that the City had previously held such an agreement with Rocky Mountain Power, which had since expired, and that the primary obstacle to renewal had been funding. Staff indicated they could revisit the prior agreement structure and present cost considerations to the Council.

The Council also discussed the scheduling of the June 24th meeting. Councilmember Jared Henderson indicated he would be out of town on that date. City Manager Cherpeski noted that certain budget-related items, including a budget amendment and the state auditor's report, would need to be addressed but could potentially be consolidated onto the June 10, 2026 agenda.

1.3. Council discussion of future citizen recognitions

2. Administrative Reports

2.1. City Status Report – April 2026 – Trevor Ram, Assistant to the City Manager

Assistant to the City Manager Trevor Ram presented the April 2026 city status report, drawing the Council's attention to the building permits data, specifically a figure of 111 "other" permits issued during the period. Assistant to the City Manager Ram noted he had consulted with Building Official Nelson prior to the meeting to better understand the composition of that figure. It was explained that the increase was consistent with a pattern observed over several prior years, in which residential improvement permits including sheds, solar panels, and basement finishes tend to spike in April, likely driven by favorable weather conditions and post-holiday household finances. Assistant to the City Manager Ram characterized the trend positively, noting that residents were actively obtaining permits for improvements rather than proceeding without authorization.

2.2. Discussion regarding a new development agreement for a proposed 17.95 acre mixed-use development located at approximately 3700 West 15000 South – Blake Thomas, Community Development Director

Community Development Director Blake Thomas provided background on a proposed 17.95-acre mixed-use development located at approximately 3700 West 15000 South, at the intersection of Mountain View Corridor and 15000 South, near the Redemption retail center. Director Thomas explained that a similar prior application for the property had been taken to the Planning Commission, which recommended denial, and that the applicant had subsequently withdrawn. The current discussion concerned a new proposal and whether the Council wished to direct staff to invest time in developing a master development agreement (MDA).

Director Thomas outlined the key site characteristics, including significant topographic relief, particularly along the Mountain View Corridor frontage and the Academy Parkway approach, which effectively limited viable access to 15000 South or the internal road off Academy Parkway. He also noted that the site's storm water management would require full on-site retention with no outlet available to Bluffdale infrastructure, and that a solar area at the lower end of the property presented additional drainage engineering challenges.

The applicant's representative presented a draft concept calling for three commercial pads along the street-facing portion of the property, with approximately 149 residential units occupying the rear 10.81 acres. The applicant indicated that three hotel flags were actively under review for the southernmost commercial pad, with two additional hotel brands exploring whether expanded footprints incorporating a second pad would better serve their program requirements. It was noted that Herriman and the surrounding area represented an underserved hospitality market and that the hotel component was the primary driver of the project. For the residential component, it was confirmed that interest from two for-sale builders and one for-rent builder, with Edge Homes identified as the preferred for-sale partner. The representative indicated that projected price points for for-sale units would range from the low $300,000s to the mid-to-upper $400,000s, noting this would fall well below current average median home values in the valley.

Councilmember Basham asked whether affordable housing incentives could be applied to the project. Director Thomas and City Manager Cherpeski acknowledged that the City held some housing funds but noted that the state-level funding mechanisms tied to transit proximity would not apply to this site. The applicant's representative suggested that the range of product types and price points in the residential component would itself serve an affordability function.

Councilmember Henderson expressed reservations about adding residential density in that corridor, though he acknowledged the value of the commercial component, particularly the hotel pads. He expressed openness to an MDA structure as a mechanism to guarantee the commercial development before any residential approvals could proceed.

Mayor Palmer acknowledged some concern about the density proposed in the residential component but agreed that pure retail was unlikely to be viable throughout the entire rear portion of the site given its topographic constraints. He proposed that before committing staff time to a formal MDA, he and the applicant meet separately, along with a reference to an ongoing broader discussion regarding a potential athletic complex project, to better align the proposal with the city's strategic interests. Councilmember Basham and City Manager Cherpeski concurred. The applicant confirmed availability for such a meeting and indicated a willingness to align the proposal with the city's priorities. Staff was directed to pause work on the MDA pending the outcome of that preliminary conversation.

2.3. Discussion of the proposed fiscal year 2027 and 2028 City Manager's recommended budget (tentative budget) – Kyle Maurer, Director of Finance and Administrative Services

Finance Director Kyle Maurer and Assistant to the City Manager Ram presented a long-term financial model for the Council's review. Assistant to the City Manager Ram directed the Council's attention to a chart displaying projected general fund balances through fiscal year 2038, showing a gradual downward trajectory that eventually crossed below the City's minimum fund balance threshold of five percent of personnel and operating expenditures. He explained that the projected decline was driven primarily by anticipated debt service obligations coming online around fiscal year 2029, estimated at approximately $3.4 million annually, with the largest portion attributable to a potential Phase 1 public works facility construction project.

City Manager Cherpeski elaborated on the structural dynamics underlying the projections. He noted that the city's impact fee funds for both transportation and parks were effectively fully committed, meaning that capital projects nominally eligible for impact fee funding would in practice require general fund support. This placed all major capital projects in direct competition for the same pool of general fund dollars, making it unrealistic to pursue all planned projects within the current trajectory. City Manager Cherpeski was direct in characterizing the situation: the City did not have sufficient resources to execute all identified capital projects through the end of the modeled period, and trade-off decisions would be necessary.

City Manager Cherpeski highlighted the public works facility as a particular operational pressure point, noting that the existing yard was at capacity in terms of both staffing and equipment storage, and that the inability to expand facilities would eventually constrain the city's ability to maintain current service levels. He indicated that one possible mitigation strategy would be to structure the public works project as a smaller Phase 1A and to have the water fund contribute its proportionate share of the building cost, which would reduce the general fund's debt service burden. These adjustments had not yet been formally modeled.

Director Maurer noted, in response to a question from Councilmember Henderson regarding existing debt obligations, that the city's oldest general fund bond, issued in 2015 to finance city hall and a park, would not be retired until 2035, meaning there was no near-term debt service relief on the horizon.

Councilmember Basham raised the question of a potential property tax increase and its impact on the long-term model. City Manager Cherpeski acknowledged that current property tax revenue was approximately $1.2 million annually and that even doubling the property tax rate would not meaningfully offset the scale of projected capital expenditures, noting that doubling the rate would roughly cover one year's debt service payment for the public works facility alone.

City Manager Cherpeski indicated that staff intended to schedule a dedicated off-cycle capital planning session in the fall to allow the Council to provide direction on project prioritization before the next budget cycle began. He emphasized that the intent was to avoid making those difficult sequencing decisions during the budget process itself. He also noted that some parks projects promised to the public through development processes may need to be deferred or scaled back, and that the Council should be prepared to communicate those realities to residents.

Councilmember Henderson offered perspective that the city had, in recent years, successfully addressed several open-ended financial obligations including large participation agreements that had carried significant fiscal risk and that the current challenge, while difficult, reflected a more manageable and better-understood set of constraints than those faced previously. City Manager Cherpeski agreed, noting that the city had made significant progress in closing out legacy obligations and that the model, while sobering, represented a cleaner and more transparent financial picture.

Director Maurer advised the Council that, consistent with new state law, the Council would be required to adopt an interim budget at the upcoming general meeting for the Herriman City Safety Enforcement Area (HCSEA) and the Herriman City Fire Service Area (HCFSA) funds, with formal public hearings and budget adoption for those entities to follow in August.

Councilmember Basham moved to temporarily recess the City Council meeting to convene in a closed session to discuss the pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 6:28 p.m. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

The Council reconvened the Council work meeting at 7:03 p.m.

3. Adjournment

Councilmember Hodges moved to adjourn the City Council meeting at 7:04 p.m. Councilmember Basham seconded the motion, and all voted aye.

7:00 PM – GENERAL MEETING:

4. Call to Order

Mayor Palmer called the meeting to order.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

Human Resource Manager Travis Dunn led the audience in the Pledge of Allegiance.

4.2. City Council Comments and Recognitions

Councilmember Matt Basham expressed appreciation for the opportunity to participate in the Memorial Day ceremony, noting that sharing personal reflections in that setting was meaningful to him. He recognized American Legion Post 140 for organizing the event, as well as City events staff and Unified Fire Authority personnel for their contributions to the Memorial Day breakfast.

Councilmember Teddy Hodges echoed Councilmember Basham's sentiments, commending the Parks Department for the condition of the cemetery and praising both the breakfast and cemetery events for their strong community turnout.

5. Public Comment

Jeff Dearing, representing an ownership group that operates a retail complex at the corner of Herriman Boulevard and Rosecrest Road, addressed the Council to request a meeting to discuss issues encountered during the development of that property and in connection with plans to construct a third building on the site. He indicated he had previously communicated with the Mayor and City Planner but was uncertain of the proper process for scheduling a Council meeting. Mayor Palmer acknowledged that staff had recently circulated background information on the matter and committed to following up with Mr. Dearing during the week to determine whether the item would be placed on a future work meeting agenda or addressed through individual Council meetings.

Jonathan Brooks raised concerns about daytime irrigation by homeowners' associations, businesses, and other entities during an active drought period. He expressed frustration that substantial volumes of water were being wasted through midday watering and inquired whether the City had, or could implement, code enforcement mechanisms to prohibit the practice. He also commended the City for its recent conversion of turf strips to water-wise landscaping and encouraged the expansion of that effort. Mayor Palmer acknowledged the comment and committed to following up with Mr. Brooks regarding available enforcement options

6. City Council Reports

6.1. Councilmember Jared Henderson

Councilmember Henderson reported that negotiations with the Wasatch Front Waste and Recycling District regarding the City's exit from that service district and transition to private waste services were ongoing. He indicated that his Unified Fire Authority update would be deferred to the budget-related discussion later in the meeting.

6.2. Councilmember Teddy Hodges

Councilmember Hodges reported on the most recent Jordan Basin Improvement District board meeting, noting that the City's team had earned third place in the Utah Wastewater Treatment Skills Competition and that the Jordan Basin plant had received a Plant of Excellence award. He further noted that the district had continued its review of next year's capital projects and had awarded the plant expansion design to an engineering firm. Councilmember Hodges also reported on the South Valley Chamber meeting, during which Mountain America Credit Union presented a proposed partnership with the U.S. Olympic biathlon team offering members an opportunity to participate in biathlon training.

6.3. Councilmember Matt Basham

Councilmember Basham had no report.

6.4. Councilmember Terrah Anderson

Councilmember Anderson had no report.

7. Mayor Report

Mayor Palmer reported that he, along with Councilmember Basham, Economic Development Coordinator Sandra Llewellyn, and Community Development Director Blake Thomas, had attended the ICSC retail recruiting conference in Las Vegas the prior week. He said Herriman was a current hotspot for retail and business interest and indicated that further announcements stemming from those meetings would be forthcoming. Mayor Palmer also reported that he and Assistant City Manager Wendy Thomas had attended the Towns and Gowns Conference in College Station, Texas, hosted by Salt Lake Community College, which focused on collaboration between municipalities and higher education institutions. This was followed by a campus tour at the Herriman location, which provided insight into future plans for both Salt Lake Community College and the University of Utah's 2+2 campus in the community.

Additionally, Mayor Palmer reported on the most recent Council of Governments (COG) meeting, at which he was appointed to serve on the ZAP (Zoo, Arts, and Parks) bond board being reconstituted by Salt Lake County. He was joined on that four-mayor committee by Mayor Gettel of Midvale, Mayor Jackson of Millcreek, and Mayor Buroker of Riverton. Mayor Palmer

estimated that approximately $130 million in funding would be available through that bond program.

8. Reports, Presentations and Appointments

8.1. Oath of Office and Badge Pinning for Herriman City Chief of Police Cody Stromberg

City Manager Nathan Cherpeski acknowledged the family and friends of Chief Stromberg in attendance, as well as former Chief Troy Carr, and remarked on the elevated weight of responsibility that accompanies the position of chief of police relative to that of deputy chief.

Mayor Palmer presented Chief Stromberg with his badge, which was subsequently pinned by Chief Stromberg's wife. City Recorder Jackie Nostrom administered the oath of office.

Following the ceremony, Chief Stromberg addressed those present. He directed attention to the officers and civilian staff of the department, characterizing the occasion as more about the men and women of the department than himself. He recounted that approximately eight years prior, former Chief Carr had recruited him to join what was then a new department and noted that he was proud of what the department had built since that time. Chief Stromberg acknowledged mentors and expressed gratitude to his family for their sacrifices. He reflected on the symbolism of the badge being presented by Mayor Palmer as the representative of the community and pledged to return it unblemished upon the conclusion of his service.

8.2. Youth Council Legacy Project Presentation

City Recorder Nostrom introduced Herriman Youth Council members Nyah Krapsicher, Madellyn Lehmitz, and Sydney Bennett, who presented their legacy service project to the Council.

The presenters outlined a community service initiative to create tie blankets for donation to Lifting Hands, an organization that supports individuals displaced by war, violence, and natural disasters. They explained that the project was developed following consultations with several local organizations, including the Soroptimist Club, Rotary Club, Herriman Library, Teen Rainbow Alliance, and The Good Club, to identify a meaningful service opportunity.

The Youth Council members reported that project supplies had been obtained primarily through community donations solicited via social media. They also described workshops planned in partnership with the Teen Rainbow Alliance and The Good Club to assemble the blankets while promoting community service and increasing awareness of the Youth Council. At the time of the presentation, three blankets had been completed, with additional workshops scheduled in June.

One presenter noted that she had founded the Herriman Teen Rainbow Alliance during the previous year.

The presenters discussed challenges encountered during the project, including coordinating with multiple organizations, securing materials, and establishing visibility as a youth-led initiative. They stated that the project's primary objective was to maximize the number of blankets donated while encouraging broader community participation in service.

Councilmember Anderson commended the Youth Council members for their initiative and for developing a project that encouraged community involvement in service. Mayor Palmer noted that a tentative workshop was being coordinated for June 4 and requested that the group keep him informed of the project's progress.

9. Public Hearing

9.1. Public hearing to receive public comment on the tentative fiscal year 2027 and 2028 City of Herriman operating and capital budgets – Kyle Maurer, Director of Finance and Administrative Services

Director of Finance and Administrative Services Kyle Maurer presented an overview of the tentative Fiscal Years 2027 and 2028 operating and capital budgets prior to the public hearing.

Director Maurer reviewed the City's major revenue sources, noting that approximately 22 percent of citywide revenue is derived from property taxes, including revenues for the Fire Safety Area and Police Service Area, while approximately 15 percent is generated through sales taxes. He noted that anticipated revenue within the Water Fund included planned bond proceeds. Within the General Fund, sales tax comprises approximately 40 percent of total revenue, underscoring the importance of retail development to the City's fiscal health. Property tax contributes approximately $1.2 million to the General Fund, resulting in a comparatively limited impact on General Fund revenues.

Director Maurer summarized the proposed expenditures, noting that personnel costs represent approximately 30 percent of the citywide budget and 55 percent of the General Fund budget, reflecting the City's lean staffing model compared with similarly sized municipalities. He reported that capital outlay accounts for approximately 27 percent of the citywide budget, debt service approximately 7 percent, and water purchases approximately 8 percent. Within the General Fund, the Police Department represents approximately one-third of expenditures at $11.7 million, followed by the Parks Department at approximately $4.5 million and the Streets Department at approximately 10 percent.

Director Maurer reviewed the proposed addition of 5.5 full-time equivalent positions, including three Police Department positions funded through restricted new-growth property tax revenue, a Parks Manager and an Arborist Assistant in the Parks Department, and several lower-level internal positions. Excluding the Police Department positions, the total cost of the proposed additions was approximately $368,000.

Director Maurer also summarized proposed capital projects, including funding for Public Works facility design, the second phase of Rosecrest Road repairs following completion of Jordan Valley Water Conservancy District improvements, a study of improvements or replacement of the Rosecrest Splash Pad, the City's required buy-in contribution to Trans Jordan Landfill associated with its anticipated withdrawal from the Wasatch Front Waste and Recycling District, and Fiscal Year 2028 projects including renovation of former Station 103 for use as an animal shelter, continued park amenity replacements, and ongoing streetlight retrofit projects.

Director Maurer presented the proposed impact fee budget, noting that funding for Jackson Park had been reduced from $3.5 million to $2.3 million to reflect anticipated phasing and available funding. He further noted that transportation impact fee expenditures included construction of three traffic signals and continued debt service associated with the bond issued for MDA roadway obligations.

Regarding the Water Fund, Director Maurer reported that the proposed budget remained consistent with the 2024 water rate study and included approximately $29 million in proposed bonded capital projects, with final project phasing to be determined in coordination with the Public Works Department prior to bond issuance.

Mayor Palmer opened the public hearing.

No comments were offered.

Councilmember Henderson moved to close the public hearing. Councilmember Basham seconded the motion, and all voted aye.

9.2. Public hearing and consideration of a Resolution amending the City of Herriman Master Fee Schedule – Kyle Maurer, Director of Finance and Administrative Services

Director Maurer presented the proposed amendments to the City's Master Fee Schedule. The amendments incorporated the results of a fee study conducted by the City's consulting firm, previously presented to the Council, along with a limited number of staff-recommended additions.

Key changes included adoption of an updated ICC building valuation table with annual updating going forward; a 22 percent reduction in building permit fees across valuation tiers; a 58 percent decrease in multifamily building permit fees; and an 11 percent decrease in other commercial building fees. The review also identified areas where the City had been undercharging for certain structure permits, flat permit fees, and planning fees, and proposed corrections to those amounts. New fees were added for streetlight connection costs to be passed through to subdivisions, appeals and variance applications as recommended by the City Attorney, and a declaration of candidacy fee. The overall net effect on revenue, an anticipated decline, had been modeled into the fiscal year 2027 and 2028 budgets.

Mayor Palmer opened the public hearing.

No comments were offered.

Councilmember Basham moved to close the public hearing. Councilmember Henderson seconded the motion, and all voted aye.

Councilmember Basham moved to approve Resolution No. R17-2026 approving an amendment to the schedule of fees charged by Herriman City. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

10. Consent Agenda

10.1. Approval of Local Consent for an off-premises beer retailer license for 7-Eleven, to be issued and regulated by the Utah Department of Alcoholic Beverage Services – Sandra Llewellyn, Economic Development Coordinator

10.2. 2026 Tree Maintenance and Emergency Response Project Award – Justun Edwards, Director of Public Works

10.3. Approval of a letter of support from Herriman City to UDOT for the inclusion of the Welby Jacob Canal Trail into the Utah Trail Network – Blake Thomas, Community Development Director

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

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

11. Discussion and Action Items

11.1. Discussion and Consideration of Proposed Amendments to Title 10 Land Development Code to Permit Detached Accessory Dwelling Units on Lots or Parcels that Have a Legal, Owner-Occupied, Single-Family Dwelling in Compliance with City Standards (Z2026-002) - Michael Maloy, City Planner

City Planner Michael Maloy presented the proposed amendments to Title 10 of the Land Development Code to permit detached Accessory Dwelling Units (ADUs). City Planner Maloy provided background noting that the effort was initiated by the City Council in response to resident interest, that approval would implement a strategy within the City's adopted Moderate Income Housing Plan, and that the ordinance was required to bring the City into compliance with Senate Bill 284, enacted in March 2026, which mandated that cities with populations of 5,000 or more permit detached ADUs.

City Planner Maloy explained that the Planning Commission had initially tabled the proposal to allow for additional amendments, then recommended approval 6-0. The City Council had previously tabled the item in February 2026 pending the outcome of SB 284, and staff had since recompiled the proposal and consolidated the internal and detached ADU regulations into a single chapter to improve ordinance clarity.

Public comment received during the process totaled two submissions, one in opposition and one in support. City Planner Maloy also noted that the Planning Commission chair had personally addressed the Council as a resident with a perspective that differed from the majority of the Commission.

City Planner Maloy summarized the key provisions: detached ADUs would be permitted only on lots of at least 10,000 square feet with a legal, owner-occupied single-family dwelling; only one ADU per lot would be permitted; utility connections would be required to extend from existing

lines to discourage road cuts; and tracking of issued permits would be required per a prior Council request. City Planner Maloy noted that while a specific impact fee for ADUs was conceptually supported, a formal study would be required before any such fee could be established, and that existing applicable fees would apply in the interim.

Councilmember Basham raised a question regarding the enforceability of off-street parking requirements, noting the practical difficulty in compelling residents to use designated parking spaces. City Planner Maloy acknowledged that while the ordinance requires the provision of two off-street spaces as a condition of permit approval, enforcement is complaint-driven and focused on whether a vehicle is parked in a legal location rather than on which space a resident chooses to use.

Councilmember Henderson clarified that the off-street parking requirement pertains to the provision of spaces rather than their mandatory use, and that on-street parking on public streets cannot be restricted.

Mayor Palmer expressed support for the 10,000 square foot minimum lot size as a reasonable starting point, while indicating openness to revisiting that threshold in the future as the City gains experience with the ordinance's application in the community. He emphasized that the process had been underway for six months to a year and that the proposal reflected extensive staff and Council deliberation.

Councilmember Hodges agreed that the measured approach was appropriate, acknowledging that utilities, particularly sewer service, would present practical challenges on many lots. City Planner Maloy added that in his experience with similar ordinances in other jurisdictions, owner-builder projects of this type tend to move slowly through the permitting process.

Councilmember Henderson expressed appreciation to staff for incorporating the Council's feedback throughout the process.

Councilmember Hodges moved to approve Ordinance No. 2026-11 amending Herriman City Land Development Code regarding accessory Dwelling units. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*

Mayor Lorin Palmer *Aye*

The motion passed unanimously.

11.2. Discussion and consideration of an Underwriter Engagement Agreement with Stifel, Nicolaus & Company, Incorporated for underwriting services in relation to refinance of the 2015 A&B Sales and Franchise Tax Revenue Bonds – Kyle Maurer, Director of Finance and Administrative Services

Director Maurer presented the proposed underwriter engagement agreement, explaining that the City was seeking to refinance the 2015 A&B Sales and Franchise Tax Revenue Bonds through a negotiated bond sale rather than a competitive open-market sale. The decision to pursue a negotiated sale was driven by market volatility experienced during the City's most recent bond issuance, during which rates increased sharply and required a delay of the sale.

Director Maurer explained that a formal Request for Proposal process was conducted in coordination with the City's financial advisor, Zions Bank. Proposals were received from all major firms operating in the state, and the evaluation ultimately resulted in a tie between KeyBanc and Stifel, Nicolaus & Company. Per City purchasing policy, the tie was resolved in favor of Stifel as the lower-cost vendor. Director Maurer noted that while the City had previously worked with KeyBanc on negotiated sales, he had personally worked with Stifel and with the designated primary contact, Matt Dugdale, at other municipalities and expressed confidence in their ability to perform.

Councilmember Henderson moved to approve an underwriter engagement agreement with Stifel, Nicolaus & Company for underwriting services to refinance the 2015 A&B Sales and Franchise Tax Revenue Bonds. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

12. Future Meetings

12.1. Next Planning Meeting: June 3, 2026

12.2. Next City Council Meeting: June 10, 2026

13. Events

13.1. Fort Herriman PRCA Rodeo: May 28 – 30; W&M Butterfield Park

13.2. Hungry Herriman Food Truck Roundup: May 25, 2026; Crane Park 5:00 p.m.

13.3. FOH: The Sound of Music Sensory Night: June 6, 2026; W&M Butterfield Park 7:30 p.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

Councilmember Hodges moved to temporarily recess the City Council meeting to convene in a closed session to discuss the pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 9:05 p.m. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	*Aye*
Councilmember Matt Basham	*Aye*
Councilmember Jared Henderson	*Aye*
Councilmember Teddy Hodges	*Aye*
Mayor Lorin Palmer	*Aye*

The motion passed unanimously.

The Council reconvened the Council meeting at 9:45 p.m.

15. Adjournment

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

16. Recommence to Work Meeting (If Needed)

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on May 27, 2026. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder

HERRIMAN CITY

S T A F F R E P O R T

DATE: **06/09/2026**

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works | Bryce Terry, City Engineer

SUBJECT: **Fiscal Year 2027 Asphalt Preservation Contract Renewals**

RECOMMENDATION:
It is recommended to renew the construction contracts for asphalt preservation treatments with the contractors listed below for their respective treatment services. This renewal would include a 3%-unit price increase as allowed under the original contract and in accordance with the City's procurement policy.

ISSUE BEFORE COUNCIL:
Should the City Council renew the construction contracts for these projects?

ALIGNMENT WITH STRATEGIC PLAN:
LV 5 – Transportation systems

LV 5.2 – Roadway pavement management
Develop and implement effective and efficient street planning and maintenance programs that support the Council's established level of service. Such plans must be in accordance with the City's engineering standards.

EV 6 – Maintenance quality

EV6.1 - Dedicate sufficient resources to street maintenance to maintain a PCI rating of 75.

BACKGROUND/SUMMARY:
Each year, the City seeks to improve and preserve the conditions of the roads within City Limits. This includes several different types of treatments, including reconstruction, slurry seals, seal coats, asphalt patching, and crack sealing.

In previous years the City has executed agreements with each of these contractors to perform certain types of asphalt treatments. Each of these contracts allows for up to three annual renewals, each with a maximum 3%-unit price increase with the ability to exceed 3% with justification.
These contractors have met or exceeded the contract requirements and therefore, the City would like to exercise contract renewals with the contractors shown in Table 1.

Table 1

Contractor	Treatment Type	Renewal #
Asphalt Preservation	Patching & Crack Seal	2
Morgan Pavement	Slurry Seal	1
Intermountain Slurry	GSB Light	1

DISCUSSION:
For the fiscal year 2027 projects, each of the contractors has proposed a 3% increase in unit pricing, consistent with the limits set in the original contract. Contract renewals provide several strategic advantages:

- **Continuity and Efficiency:** Contractors are familiar with Herriman's roadway network and project expectations, allowing for seamless execution without added administrative burden.
- **Predictable Cost Control:** A known 3% increase provides budget stability. Rebidding could result in higher costs due to inflation or contractor availability.
- **Timely Completion:** Renewing the contract allows for early planning and scheduling.

Work is expected to begin in July and continue through September**,** depending on weather conditions, material availability, and contractor availability. Work may be paused during fall and winter and resume when weather permits in the spring of 2027.

The costs received from each contractor are shown in Table 2. All contractors provided costs within the allowable 3% unit cost increase as outlined in the original contract.

Table 2

Contractor	Renewal Cost
Asphalt Preservation	$ 151,111.92
Morgan Pavement	$ 469,529.18
Intermountain Slurry	$ 260,135.12
Total Cost	$ 880,776.22

ALTERNATIVES:

- **Option 1 [Recommended]** – Approve the fiscal year 2027 contract renewals for asphalt preservation treatment services.

- **Option 2** – Decline to renew the contract and direct staff to re-bid the project. This may result in higher costs, delays, and questionable contractor availability.

FISCAL IMPACT:

The project cost and Fiscal Year 2027 budget are shown in Table 3 below:

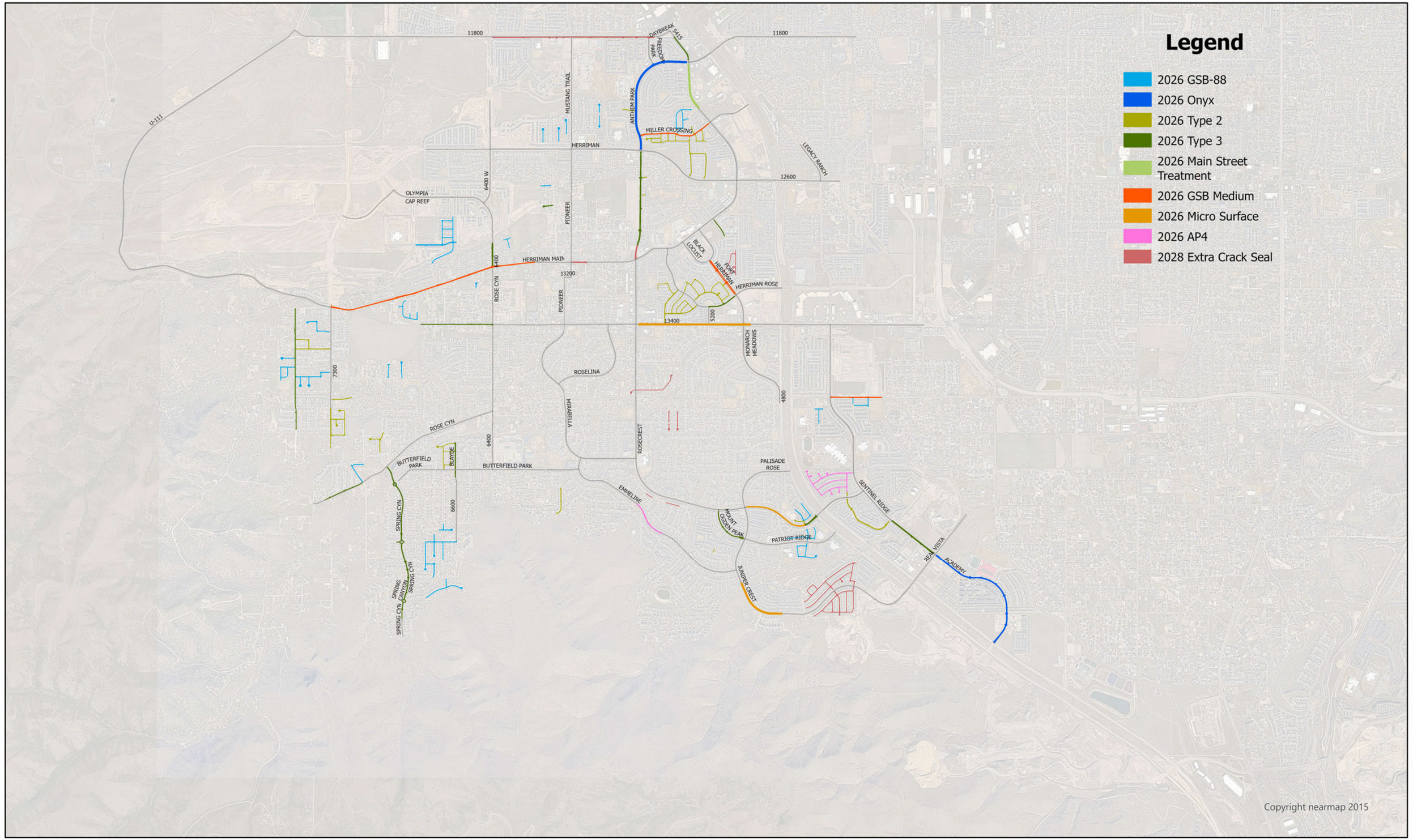
Table 3

Revenue	
Total Available Budget (FY27) (Streets, Parks, & Facilities budgets)	$2,216,000.00
Riverton Reimbursement	$73,000.00
Total Revenue	$2,289,000.00
Expenditures	
Total New Contract Cost	$1,051,588.77
Total Renewal Contract Cost	**$880,776.22**
Product Test Seal Coat Contract (state contract, previously approved)	$107,179.00
Street Tree Pruning Contract (previously approved)	$65,300.00
Total Expenditures	$2,104,843.99
*Remaining Funds for Contingency & Additional FY27 Projects:	$184,156.01

As shown above, the total project cost is below budget. Staff requests that the Council award the treatment projects to the lowest qualified bidders and allow staff to negotiate with each contractor to increase the project scope to expend funds up to but within the available budget.

ATTACHMENTS:

- Project map



HERRIMAN CITY

2026 ASPHALT PAVEMENT TREATMENTS - OVERALL TREATMENT

0 1,500 3,000 6,000 Feet

Path: Q:_Projects\Asphalt Preservation Treatments_0022-00_FY 2027\Maps\GIS\2026 Treatments.aprx 6/9/2026

HERRIMAN CITY

STAFF REPORT

DATE: **June 10, 2026**

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, P.E., City Engineer

SUBJECT: **Consideration to Approve Construction Contract and Orders for the Juniper Canyon Phase 3 Trails and Trailhead**

RECOMMENDATION:

It is recommended to award the contract for the Juniper Canyon Recreation Area Phase 3 Project to Landmark Excavating, as outlined in Option 1, and approve the purchase of the CXT Restroom and Poligon Pavilion on State Contract.

ISSUE BEFORE COUNCIL:

Should the City Council approve the proposed construction contract with Landmark Excavating and approve the purchase of the CXT Restroom and pavilion for the Juniper Canyon Phase 3 Project?

ALIGNMENT WITH STRATEGIC PLAN:

LV 4.3 – Parks, Trails and Open Space | LV 5.3 – Trails and Sidewalks | LV 8 – Parks and amenities | LV 8.2 Maintain a locally and regionally connected trail network for all City Residents.

BACKGROUND/SUMMARY:

This project has been planned in the City Capital Improvement Plan (CIP) as project number 068-1C and was approved 2026 fiscal budget fo approximately $2,300,000. Funding is fully from Park Impact fees. As shown in Exhibit A, the anticipated expenses for the project, including owner's contingency, are within budget.

The purpose of this project is to construct the Juniper Canyon Western (upper) Trailhead and complete the paving of the Juniper Canyon multi-use trail system, a key component of Herriman City's Trails Plan as outlined in the latest Parks, Recreation, Open Space, and Trails Master Plan. The trailhead will feature an asphalt parking lot with capacity for up to 30 vehicles. The project will also serve as the parking lot and access point for the Herriman City Bike Park at Juniper Canyon. This project will provide essential parking and improved access for users of the Juniper Canyon and South Hills trails and help to alleviate overcrowding at other access points. See site plan in Exhibit B.

City staff publicly solicited bids from contractors starting on May 4, 2026, and bids were received from seven (7) bidders on June 9th, 2026. *Table 1*, as shown on page 2 summarizes the bid results.

Table 1. Bid Results Summary

Contractor	Bid Amount	
~~J Lyne Roberts & Sons~~	~~$1,397,550.00~~	Bid rescinded due to contractor error
Landmark Excavating	$1,481,380.05	
Strong Solutions	$1,529,126.75	
Lyndon Jones Construction	$1,605,800.00	
Acme Construction	$1,681,020.00	
Stapp Construction	$1,761,774.60	
VanCon	$2,582,648.00	

DISCUSSION:

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

1. The apparent low bidder at the time of bid opening, J Lyne Roberts & Sons, notified city staff shortly after the bid opening that they had made an error on their bid and wished to rescind their bid from consideration.
2. Landmark Excavating has an active general contractor's license with the Utah State Division of Professional Licensing, i.e., E100 – General Engineering Qualifier and B100 – General Building Qualifier.
3. Landmark Excavating provided adequate job experience that is comparable to the project.
4. References on prior projects indicate that Landmark Excavating will be capable of providing the level of service required by the city.
5. There were no apparent math errors or errors in the bid quantity.

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

ALTERNATIVES:

Option 1 – [Recommend] Award the construction contract to Landmark Excavating and approve the purchase of the CXT pre-fabricated restroom and Poligon Pavilion, through direct purchase on the State procurement contract.

Option 2 – Reject bids and delay the project for further discussion

FISCAL IMPACT:

As outlined in the attached Project Budget Analysis, the total project cost, including the project design, construction contract, CXT Restroom, Poligon pavilion, miscellaneous costs, and owner's contingency, is estimated at $2,187,286.05, within the budgeted amount for the project.

Exhibit A

Herriman City
Capital Project Budget Analysis Form

Date: June 10, 2026
Project Name: Juniper Canyon Recreation Area Phase 3

		Current Expenditure 6/10/26	Future Projected Expenditure	Total Expenditure
Design Phase				
Design Engineer:	Gbrown Design	$ 88,190.00	$ 15,480.00	$ 103,670.00
Construction Phase				
Contractor:			$ 1,397,550.00	$ 1,397,550.00
CXT Santiago Restroom			170,436.00	170,436.00
Poligon Pavilion			30,000.00	30,000.00
Owners Contingency (~30%)			420,000.00	420,000.00
Miscellaneous Costs				
Advertisement	Public Notification (approx.)	$ 100.00		$ 100.00
JBID	Sewer Fees		$ 8,000.00	$ 8,000.00
VLCM	Security Camera		$ 7,800.00	$ 7,800.00
ABS Building Supply	Electronic Door Locks		$ 3,400.00	$ 3,400.00
Herriman City	Building Permit		$ 12,000.00	$ 12,000.00
IGES	Soils Report		$ 500.00	$ 500.00
	TOTAL	**$ 88,290.00**	**$ 2,065,166.00**	**$ 2,153,456.00**
Budgeted Funds				
FY 2025/26	Park Impact Fee			$ 2,300,000.00
			Total =	**$ 2,300,000.00**

EXHIBIT B - Project Plan



HERRIMAN CITY

Juniper Canyon Recreation Area Phase 3
Site Plan

HERRIMAN CITY

S T A F F R E P O R T

DATE: **06/09/2026**

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works | Bryce Terry, City Engineer

SUBJECT: **Consideration to Award the Construction Contracts for the Fiscal Year 2027 Asphalt Preservation Treatments**

RECOMMENDATION:

It is recommended to award the construction contract for the Fiscal Year 2027 Asphalt Preservation Treatments to the lowest qualified bidder of each bid schedule, as follows:

- Schedule 1, 2, 4, & 5 – C&B Asphalt

ISSUE BEFORE COUNCIL:

Should the City Council award the construction contract for this project to the lowest qualified bidder?

ALIGNMENT WITH STRATEGIC PLAN:

LV 5 – Transportation systems

LV 5.2 – Roadway pavement management

Develop and implement effective and efficient street planning and maintenance programs that support the Council's established level of service. Such plans must be in accordance with the City's engineering standards.

EV 6 – Maintenance quality

EV6.1 - Dedicate sufficient resources to street maintenance to maintain a PCI rating of 75.

BACKGROUND/SUMMARY:
This project will install and apply GSB Heavy and Medium seal coats (schedule 1), Micro surfacing Treatment (schedule 2), Onyx Frictional Mastic Treatment (schedule 4), and Nu Coat Plus (schedule 5) treatments on selected roads, trails, and parking lots in the City. These treatments aim to preserve the condition and integrity of the asphalt and prolong their service life. The City performed a pavement condition assessment in 2024 which provides a Pavement Condition Index (PCI) score for every City owned and maintained road in the City. Staff use the results of that study to guide timing of treatment and type of treatment for each road. Each road was selected based on age, traffic load, and pavement condition.

This year's treatments also include needed trail treatments as identified by the Parks Department and the City Hall and Crane Park parking lots as identified by the Facilities Department. These treatments will be funded by each respective department's budget.

Treatment maps are attached for reference at the end of this report.

DISCUSSION:
The bid results are shown in Table 1 below:

Table 1

Contractor	Schedule 1 Bid Amount	Schedule 2 Bid Amount	Schedule 3 Bid Amount	Schedule 4 Bid Amount	Schedule 5 Bid Amount	AP4
C&B Asphalt	$ 467,462.31	$ 373,356.62	N/A	$ 167,924.53	$ 42,845.31	N/A
Geneva Rock	$ 481,520.16	$ 431,148.27	$ 562,578.70	N/A	N/A	N/A
Holbrook	$ 471,218.01	$ 398,632.68	$ 432,631.39	N/A	N/A	N/A
Morgan Pavement	N/A	N/A	N/A	$ 203,946.12	$ 53,601.80	N/A

The lowest qualified bidder for each type of treatment or bid schedule is highlighted. Schedule 3 was removed to stay within the Fiscal Year 2027 budget. The schedule 3 projects will be included in the Fiscal Year 2028 projects.

ALTERNATIVES:
Option 1 [Recommended]: Award the construction project contracts to the lowest qualified bidders. This will allow the project to adhere to the City's fiscal budgets and pavement management goals.

Option 2 – Do not award the lowest qualified bidder and award the bid to another bidder. This option would go against the City's procurement policy to accept the lowest qualified bid that passes all due diligence review requirements.

Option 3 – Do not award bid and rebid the project or forgo asphalt treatments this year. This option has no apparent benefit to the City and would mean this project would have to be readvertised and rebid or projects would be added to next year's projects. Prices will likely increase and the number of bidders that will be interested in the project will decrease.

FISCAL IMPACT:

The project cost and Fiscal Year 2027 budget are shown in Table 2 below:

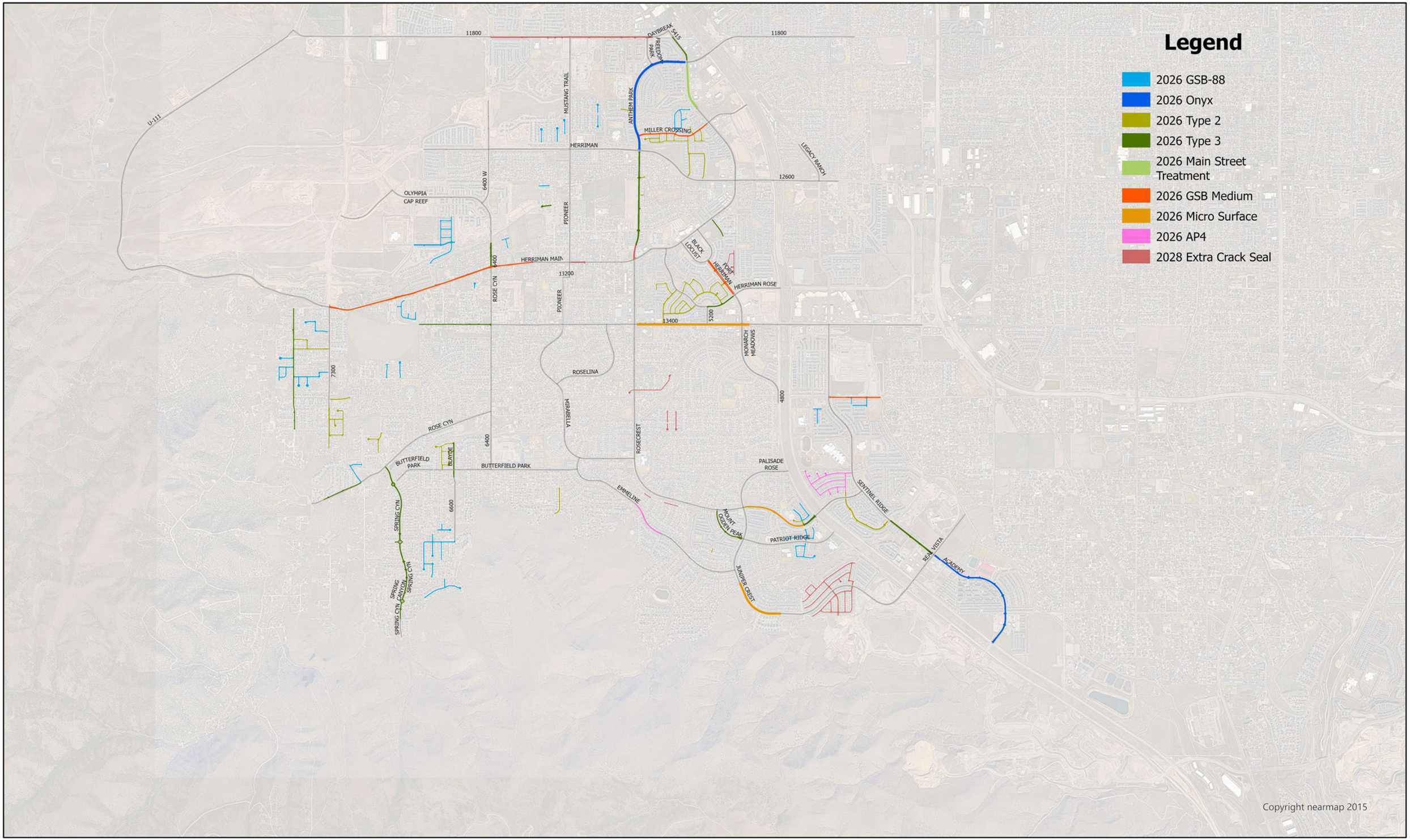
Table 2

Revenue	
Total Available Budget (FY27) (Streets, Parks, & Facilities budgets)	$2,216,000.00
Riverton Reimbursement	$73,000.00
Total Revenue	$2,289,000.00
Expenditures	
Total New Contract Cost	**$1,051,588.77**
Total Renewal Contract Cost	$880,776.22
Product Test Seal Coat Contract (state contract, previously approved)	$107,179.00
Street Tree Pruning Contract (previously approved)	$65,300.00
Total Expenditures	$2,104,843.99
*Remaining Funds for Contingency & Additional FY27 Projects:	$184,156.01

As shown above, the total project cost is below budget. Staff requests that the Council award the treatment projects to the lowest qualified bidders and allow staff to negotiate with each contractor to increase the project scope to expend funds up to but within the available budget.

ATTACHMENTS:

- Project map



HERRIMAN CITY

2026 ASPHALT PAVEMENT TREATMENTS - OVERALL TREATMENT

0 1,500 3,000 6,000 Feet

Path: Q:_Projects\Asphalt Preservation Treatments_0022-00_FY 2027\Maps\GIS\2026 Treatments.aprx 6/9/2026

HERRIMAN CITY

STAFF REPORT

DATE: **06/18/2026**

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: **Resolution authorizing the filing of an easement, right-of-way, lease, license or permit application for the placement of a Zone 5 & 6 Water Tank, Pipeline, and access road on Federal Lands, specifically the Bureau of Land Management Property | Justun Edwards, Director of Public Works**

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the filing of an application for an easement, right-of-way, lease, license, or permit with the Bureau of Land Management (BLM) for the purpose of constructing and maintaining a Zone 5 and Zone 6 water tank, associated pipeline, and access road on federal lands.

The resolution would also authorize the City Manager, or designee, to execute all necessary documents on behalf of the City in connection with the application and subsequent approvals.

ISSUE BEFORE COUNCIL:

Should the Council authorize the City Manager, or designee, to execute and file an application for an easement, right-of-way, lease, license, or permit with the Bureau of Land Management (BLM)?

ALIGNMENT WITH STRATEGIC PLAN:

LV6 - Consistent, safe, and reliable utility services

BACKGROUND/SUMMARY:

As the City continues to grow, additional water infrastructure is necessary to serve the increasing population. The Zone 5 and Zone 6 water tank is identified in both the Water Master Plan and the Water Impact Fee Facilities Plan as critical infrastructure needed to support future growth.

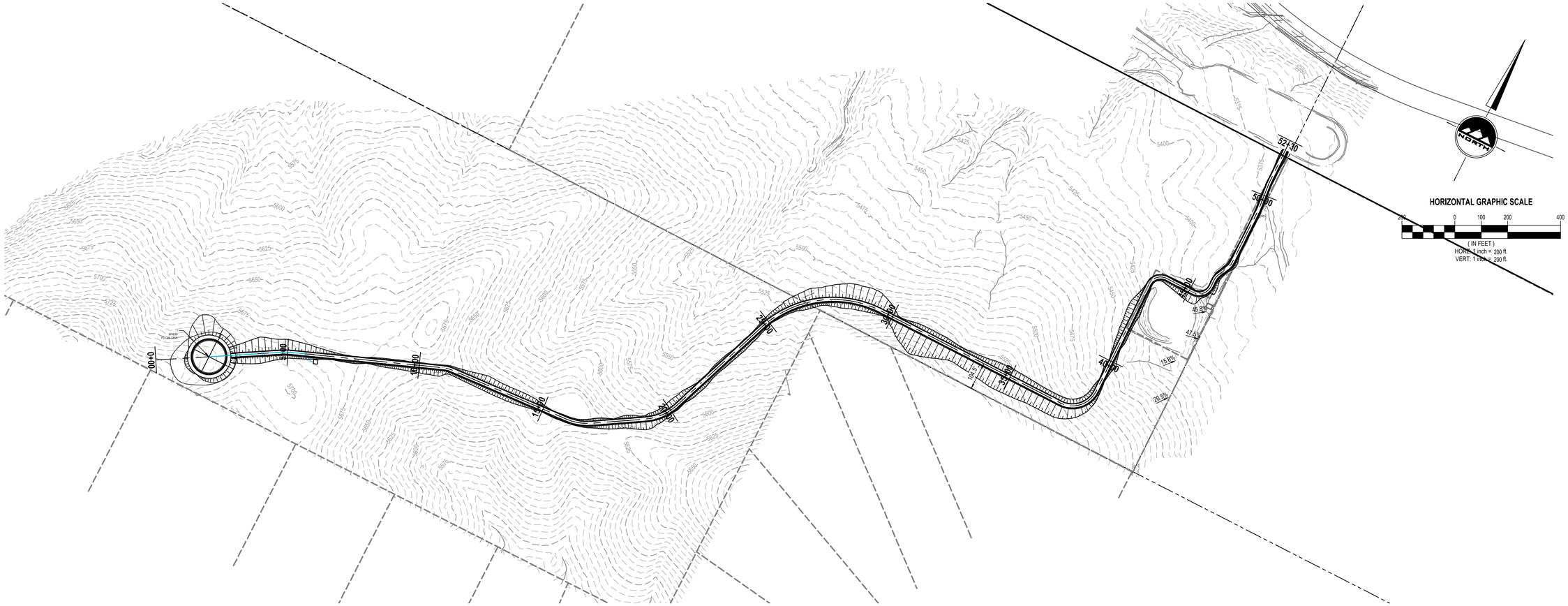
Development within the service areas of the Zone 5 and Zone 6 water tank is actively advancing through the planning process, accelerating the need for this infrastructure to be constructed and operational within the next few years.
Given that property acquisition, design, and construction of the required facilities are expected to take approximately two to three years, it is essential to begin securing the necessary property at this time to ensure timely delivery of the project.

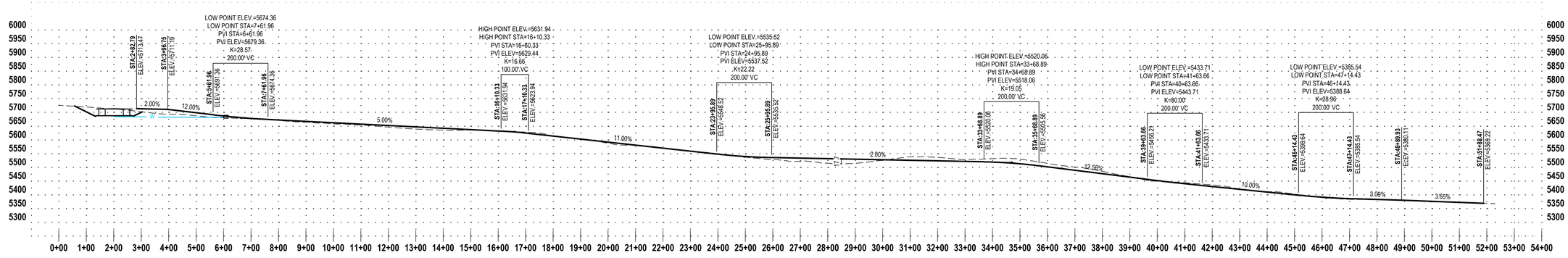
DISCUSSION:
The proposed Zone 5 & 6 water tank will be supplied by a future Zone 6 pump station, which will convey water from the existing Zone 4 water tank located south of Herriman Main Street near approximately 8000 West. Due to required elevation constraints for the Zone 5 & 6 tank, and to minimize the length of transmission pipelines between the future pump station and the tank, the most efficient and cost-effective location is on BLM (Bureau of Land Management) property situated just south and west of the existing Zone 4 tank, as shown in the attached exhibit.
This application represents the initial step in coordinating the project with the BLM. Upon receipt, the BLM will review the application and supporting documentation. If the application is approved, additional steps will follow, including but not limited to environmental assessment, design review, evaluation of potential impacts to the surrounding community, etc.

ALTERNATIVES:
1. Authorize filing of the Application (Recommended)-
    a. Pros:
        i. Will allow project to move forward
        ii. Provides for an efficient and cost-effective location for the project
    b. Cons:
        i. None known
2. Do not authorize the filing of the Application
    a. Pros:
        i. None Known
    b. Cons:
        i. Tank cannot be located on BLM property
        ii. Project timing would be delayed
        iii. Increased cost to identify a second location and increased infrastructure

FISCAL IMPACT:
No fiscal impact

ATTACHMENT
- Project and property map





CL-1

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:

CONTACT:

PHONE:

ZONE 5 + 6 TANK

PRELIMINARY LAYOUT

PROJECT NUMBER 11960S
PRINT DATE 2026-05-11
PROJECT MANAGER
DESIGNED BY

EX-1

APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES ON FEDERAL LANDS AND PROPERTY

FORM APPROVED
OMB Control Number: 0596-0249
Expiration Date: 1/31/2027

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number

Date Filed

1. Name and address of applicant
Justun Edwards
Director of Public Works
Herriman City
5355 West Herriman Main St.
Herriman, Utah 84096
United States of America

2. Name and address of authorized agent if different from item 1
Nathan Cherpeski
City Manager
Herriman City
5355 West Herriman Main St.
Herriman, Utah 84096
United States of America

3. Applicant telephone number and email:
801-446-5323
jedwards@herriman.gov

Authorized agent telephone number and email:
801-446-5323
ncherpeski@herriman.gov

4. As applicant are you? *(check one)*

- a. ☐ Individual
- b. ☐ Corporation*
- c. ☐ Partnership/Association*
- d. ☐ State Government/State Agency
- e. ☑ Local Government
- f. ☐ Federal Agency

** If checked, complete supplemental page*

5. Specify what application is for: *(check one)*

- a. ☑ New authorization
- b. ☐ Renewing existing authorization number
- c. ☐ Amend existing authorization number
- d. ☐ Assign existing authorization number
- e. ☐ Existing use for which no authorization has been received *
- f. ☐ Other*

** If checked, provide details under item 7*

6. If an individual, or partnership, are you a citizen(s) of the United States? ☑ Yes ☐ No

7. Project description *(describe in detail)*: (a) Type of use or occupancy, *(e.g., canal, pipeline, road, telecommunications);* (b) related structures and facilities; (c) physical specifications *(Length, width, grading, etc.*); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction *(Attach additional sheets, if additional space is needed.)*

Approximately 2,500 LF (each) of potable water and drainage pipelines (each 16") and 16' access road in the same right of way and a ~2MG buried reinforced concrete potable water and fire flow storage tank with separate valve vault.
The infrastructure listed above, will be of perpetual year-round use.
Construction is anticipated to be 12-18 months.

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval: ☐ Attached ☐ Applied for ☑ Not Required

10. Nonrefundable application fee: ☐ Attached ☐ Not required ☐ To be determined by agency

11. Does project cross international boundary or affect international waterways? ☐ Yes ☑ No *(if "yes," indicate on map)*

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

This will be a municipal water storage facility and water line with joint funding from Herriman City, the land developer, Project Utah, with loan and grant funds from the Utah Board of Water Resources.

The facilities will be owned and operated by Herriman City a municipality of over 62,352 (2024) in southwestern Salt Lake County, Utah, USA.

13a. Describe other alternative locations considered.
Several tank site locations would provide a tank overflow elevation 5710 feet above MSL. These sites were investigated on lands owned by Kennecott Utah Copper Corporation (KUCC).

b. Why were these alternatives not selected?
With the 5710 elevation required for the tank sites, KUCC felt they were too close to their mine tailings pile and the tank may inhibit their mining operations in the future.

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).
The BLM parcel # 32-05-126-001 tank site can topographically accommodate the City's new buried reinforced concrete tank and valve vault. It is also the site closest to the City's existing 3.0 MG tank on the east side of the KUCC parcel # 26-32-400-005 which will minimize the length of access road and water line easement required to access the tank.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. *(Specify number, date, code, or name)*
Not applicable. Attached are plans for Herriman City's existing Zone 4 Tank.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.
The proposed 2 MG buried drinking water tank is required to provide capacity to support ongoing development in Herriman. Total construction cost for the tank, access road, pipeline, and vault is approximately $6 million, with O&M costs covered by water rates. The project will improve system reliability, fire protection and long term water service.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.
Construction of the road, buried tank, pipeline, and vault will cause temporary localized noise, dust, and traffic for about 9 months. Once complete, there will be minimal long-term impacts, limited to occasional maintenance vehicles. The project will not affect local population or social / economic activities in this location.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.
Environmental effects: (a) air quality - only minor dust during construction (b) visual - only minor during construction then little to none as the tank will be fully buried. (c) No impact to ground water and only limited during construction which will be control (d) No impact to streams or lakes (e) Noise-only during construction (f) only roadway grading. (g) none.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.
This project should have little to no impact on wildlife.

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. “Hazardous material” shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

No hazardous material storage will be necessary to completed the construction of this project. Fuel for excavating equipment can be brought in daily as required but none will be stored on site.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.
Bureau of Land Management

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant | Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation utility systems telecommunication installations facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.

2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.

3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.

4. Systems for the transmission and distribution of electric energy.

5. Wired and wireless systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.

6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.

7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847
(or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Alaska Regional Office
709 West 9th Street
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Alaska State Office
Bureau of Land Management
222 West 7th Avenue #13
Anchorage, Alaska 99513
Public Room: 907-271-5960
FAX: 907-271-3684
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

National Park Service (NPS)
Alaska Regional Office
240 West 5th Avenue
Anchorage, Alaska 99501
Telephone: (907) 644-3510

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation, utility systems, telecommunication installations and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.

8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.

9, 10, and 12 The responsible agency will provide additional instructions.

13 Providing information on alternate locations in as much detail as possible, discussing why certain locations were rejected and why it is necessary to use Federal assets will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate locations as related to current technology and economics.

14 The responsible agency will provide instructions.

15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.

16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

PUBLIC BURDEN STATEMENT

The Federal agencies collect this information from proponents and applicants requesting a right-of-way, permit, license, lease, or certification for use of Federal assets. The Federal agencies use this information to evaluate a proponent's or applicant's proposal to use Federal assets. A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with an information collection subject to the requirements of the Paperwork Reduction Act of 1995 unless the information collection has a currently valid Office of Management and Budget (OMB) Control Number. The approved OMB Control Number for this information collection is 0596-0249. Without this approval, we could not conduct this information collection. Public reporting for this information collection is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information collection. All responses to this information collection are voluntary. Send comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing this burden, to the USDA Forest Service email address SM.FS.InfoCollect@usda.gov and include the OMB Control Number in the subject line. Disclosure of the information is voluntary. If all the information is not provided, the proposal or application may be rejected. Concerns about this form can be sent to Director, Lands, Minerals, and Geology Management Staff, 1st Floor Southeast, 201 14th Street, SW, Washington, DC 20250-1124

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS	ATTACHED	FILED *
a. Articles of Incorporation	☐	☐
b. Corporation Bylaws	☐	☐
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	☐	☐
d. Copy of resolution authorizing filing	☐	☐
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	☐	☐
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	☐	☐
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	☐	☐
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	☑	☐
b. Proof of organization	☑	☐
c. Copy of Bylaws	☑	☐
d. Copy of resolution authorizing filing	☑	☐
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	☐	☐
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	☐	☐
b. If one partner is authorized to sign, resolution authorizing action is	☐	☐
c. Name and address of each participant, partner, association, or other	☐	☐
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	☐	☐

***** If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information *(e.g., number, date, code, name)*. If not on file or current, attach the requested information.

HERRIMAN, UTAH
RESOLUTION NO. Rxx-2026

A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN AUTHORIZING THE FILING OF AN EASEMENT, RIGHT-OF-WAY, LEASE, LICENSE OR PERMIT APPLICATION FOR THE PLACEMENT OF A ZONE 5 & 6 WATER TANK, PIPELINE, AND ACCESS ROAD ON FEDERAL LANDS, SPECIFICALLY THE BUREAU OF LAND MANAGEMENT PROPERTY

WHEREAS, the Herriman City Council ("*Council*") met in regular meeting on July 08, 2026 to consider, among other things, authorizing the signatory and filing of an application to the Bureau of Land Management; and

WHEREAS, Herriman City is a municipal corporation and local government authorized to construct, operate, and maintain public water system infrastructure for the benefits of its residents; and

WHEREAS, Herriman City proposes to construct a municipal water storage facility consisting of approximately 2,000,000 gallon buried reinforced concrete water tank, associated valve vault, approximately 2,500 linear feet of water and drainage pipes, and an access road (the "Project"); and

WHEREAS, the Project is necessary to provide water storage capacity, system reliability, and fire flow protection to support ongoing development within Herriman City; and

WHEREAS, the proposed location for the Project is on land administered by the United States Department of the Interior, Bureau of Land Management, which requires a right-of-way easement authorization; and

WHEREAS, Herriman City has prepared or caused to be prepared an application (Standard Form 299) to request authorization from the BLM for the use of such federal land; and

WHEREAS, the Council finds that the submission of the application and development of the Project is in the best interest of the health, safety and welfare of the residents of Herriman City.

NOW, THEREFORE, **BE IT RESOLVED** by the Herriman City Council hereby authorizes the submission of an application to the Bureau of Land Management for a right-of-way, easement, license, or permit necessary to construct, operate and maintain the Project described.

NOW, THEREFORE, **BE IT FURTHER RESOLVED** the City Manager, or designee, is hereby authorized to execute and submit the application, including Standard Form 299 and any supporting documentation, and to take all actions necessary to process and obtain such authorization.

This resolution assigned no. Rxx-2026, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 8th day of July 2026.

HERRIMAN

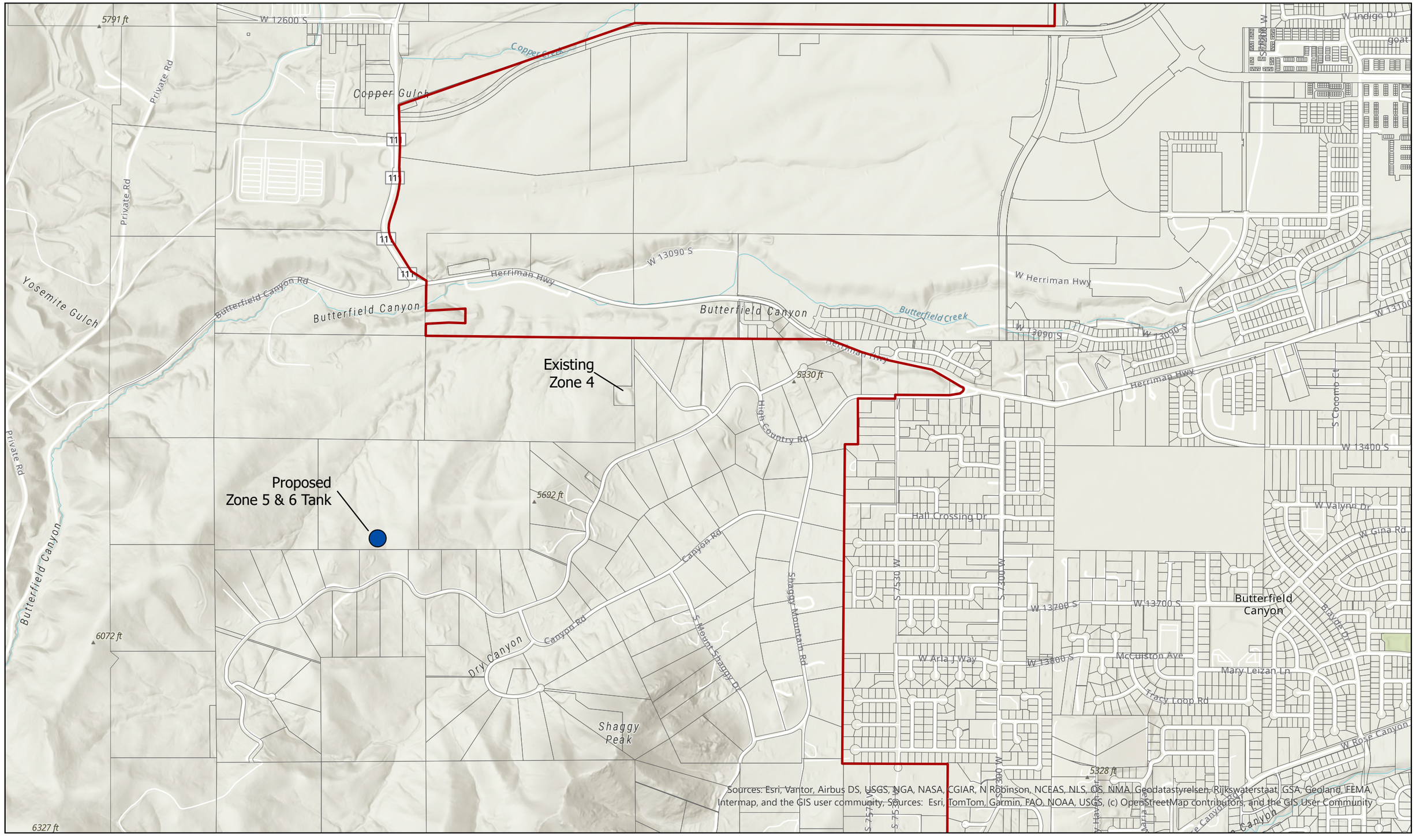
_____

Lorin Palmer, Mayor

ATTEST:

_____

Jackie Nostrom, MMC
City Recorder



HERRIMAN CITY

ZONE 5 & 6 TANK

0 625 1,250 2,500 Feet

101

Path: C:\Users\ebtackett\OneDrive - Herriman City\Desktop\F Drive Keep\Eric\Folders\maps\Utilities\Utilities.aprx 6/24/2026

DATE: **June 24, 2026**

TO: The Honorable Mayor and City Council

FROM: Todd Sheeran | Wendy Thomas

SUBJECT: Interlocal Cooperation Agreement for the HOME Investment Partnership Program (FFY 2027-2029).

RECOMMENDATION:
Staff recommends that the Herriman City Council approve the Interlocal Cooperation Agreement for the HOME Investment Partnership Program spanning Federal Fiscal Years 2027 through 2029, and authorize the Mayor or their designated representative to execute the agreement on behalf of Herriman City.

ISSUE BEFORE COUNCIL:
Whether the Herriman City Council should approve an Interlocal Cooperation Agreement with Salt Lake County and five other municipalities to form a consortium for the HUD HOME Investment Partnership Program for Federal Fiscal Years 2027 through 2029.

ALIGNMENT WITH STRATEGIC PLAN:
LV 3 – Regional relationships and planning

BACKGROUND/SUMMARY:
This Interlocal Cooperation Agreement formally creates a consortium between Salt Lake County, Herriman City, and five neighboring municipalities to participate in the HUD HOME Investment Partnership Program. The agreement covers Federal Fiscal Years 2027 through 2029 and designates Salt Lake County as the lead entity responsible for overall program administration and compliance.

DISCUSSION:
Joining this consortium allows Herriman City to benefit from federal housing funds without taking on a heavy administrative burden, as Salt Lake County will manage HUD compliance on behalf of the group. Council should note, however, that by entering into this agreement, the City is committing to the full term and cannot withdraw while the agreement remains in effect.

ALTERNATIVES:

- Deny the Agreement: The Council may choose not to approve the agreement. Selecting this alternative means Herriman City will not join the consortium and will not participate in the regional allocation of HOME Investment Partnership Program funds for Federal Fiscal Years 2027 through 2029.
- Table the Item: The Council may vote to table or continue the resolution to a future meeting if members require additional time for review or need further information from staff before making a decision.

ATTACHMENTS:
SLCo Interlocal Agreement

County Contract No.
District Attorney No. 26CIV000557

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
SANDY CITY, SOUTH JORDAN, WEST JORDAN CITY, WEST VALLEY CITY, HERRIMAN CITY, AND TAYLORSVILLE CITY RELATING TO THE HOME INVESTMENT PARTNERSHIP PROGRAM FOR FEDERAL FISCAL YEARS 2027 THROUGH 2029

******

This Agreement ("Agreement") is made and entered into as of the date that the last Party hereto executes the same, and shall be effective as of October 1st, 2026, by and between Salt Lake County ("County") a body corporate and politic of the State of Utah, and Sandy City, South Jordan, West Jordan City, West Valley City, Herriman City, and Taylorsville City (the "Cities"), municipal corporations of the State of Utah located within Salt Lake County. County and Cities may be referred to jointly as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the HOME Program is authorized by the HOME Investment Partnerships Act, which is Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 U.S.C. 12701 et seq.) (the "Act"), and which permits and provides for the participation of the United States Government in a wide range of local housing activities and programs authorized under Title II of the Act (the "HOME Program") and administered by the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government can be considered to be a unit of general local government for the purpose of the HOME Program;

WHEREAS, in accordance with Section 217(b)(3) of the Act, approved consortia of units of local governments are considered jurisdictions eligible to receive allocations of HOME funds by formula;

WHEREAS, the Parties are governmental entities and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-1, *et seq.,* Utah Code Annotated, (2013) to enter into agreements with each

other to perform any governmental service, activity and undertaking which each governmental entity is authorized by law to perform;

WHEREAS, the Cities and County have determined that it will be mutually beneficial and in the public interest to enter into an interlocal cooperation agreement to form a consortium in order to receive HOME funds and to participate in the HOME Program;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and Cities agree as follows:

1. The Parties agree to cooperate to undertake or to assist in undertaking housing assistance activities pursuant to the HOME Program and agree, collectively, and individually, to affirmatively further fair housing.

2. The Parties authorize County to act in a representative capacity for all members of the consortium for the purposes of the HOME Program. As the lead entity, County has the authority to amend the Agreement to add new members to the consortium.

3. The Parties agree that County, as the lead entity, shall assume overall responsibility for ensuring the consortium's HOME Investment Partnership Program is carried out in compliance with the requirements of the program, including requirements concerning Consolidated Plan as set forth in HUD regulations in 24 CFR Parts 91 and 92 and the requirements of 24 CFR 92.350.

4. This Agreement shall begin as of the above-mentioned date and shall continue for Federal Fiscal Years 2027 through 2029 consistent with the Salt Lake County Urban County qualification. This Agreement is for the Federal Fiscal Years of 2027, 2028, and 2029, which for program implementation means for the Federal Fiscal Year 2027, the program year is from July 1st, 2027, to June 30th, 2028, for the Federal Fiscal Year 2028, the program year is from July 1st, 2028, to June 30th, 2029, and for the Federal Fiscal Year 2029, the program year is from July 1st, 2029, to June 30th, 2030. The Parties further agree that:

(a) this Consortium Agreement will, at a minimum, remain in effect until the HOME funds from each of the federal fiscal years of the qualification period are expended for eligible activities or returned to HUD;

(b) no Consortium Member may withdraw from the Agreement while the Agreement remains in effect; and,

(c) this Agreement shall be governed by the requirements of the then current Consortium Qualification notice.

5. This Agreement has attached to it seven (7) separate signature pages for each of the Parties to this Agreement, which shall be executed separately and attached to this Agreement after execution by the named

Party and together with each other signature page and with this Agreement shall constitute the full Agreement of all the Parties.

6. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, the County Mayor or designee and the Cities' mayors or designees, shall constitute a joint board for such purpose.

7. Any other real or personal property acquired by the Parties jointly under this Agreement, and paid for by them, shall be divided as the Parties' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payment for the property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Parties' proportionate share of the purchase of the item of property. If property is purchased at one Party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the Party which purchased it.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly authorized and executed by each on the dates specified on each signature page.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Administrative Approval:

By: _____
Division Director

Reviewed and Advised as to Form and Legality:

By: John E. Diaz Digitally signed by John E. Diaz Date: 2026.05.05 08:16:00 -06'00'

John E. Diaz,
Senior Deputy District Attorney
Salt Lake County

SIGNATURE PAGE FOR SANDY CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR SOUTH JORDAN
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR WEST JORDAN CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR WEST VALLEY CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR TAYLORSVILLE CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR HERRIMAN CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality

By: _____
Name: _____
Title: _____
Date: _____

STAFF REPORT

DATE: July 1, 2026

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Accounting of Recently Approved Change Orders

RECOMMENDATION:

No action required; this report is for information only.

ISSUE BEFORE COUNCIL:

No action required; this report is for information only.

ALIGNMENT WITH STRATEGIC PLAN:

LV 5 – Transportation systems
LV6 – Consistent, safe, and reliable utility services
LV 8.1 – Parks and amenities standards

BACKGROUND/SUMMARY:

The Engineering Department manages the construction of capital projects for the City. Occasionally, unforeseen conditions require amendments to construction contracts. In such cases, staff reviews and approves change orders before contractors proceed.

Per City policy, staff must notify the Council of any change order—or series of change orders—that exceeds $50,000. This report summarizes recently approved change orders.

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

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

DISCUSSION:

Project 1: Real Vista Dr & Mtn View Corridor Improvements

Change Order 1

- Drill for Light Pole Bases, Item 1 ($7,560.00)
- Raise and Collar Water Valve on Real Vista East of NB MVC, Item 2 ($1,375.00)

CO1 Additional Cost: **$8,935.00**

Change Order 2

- Relocate Two Existing 6" Conduits, Item 1 ($9,912.00)
- 3" Conduit Installation, Item 2 ($28,728.00)
- 6" PVC Conduit Installation, Item 3 ($5,933.00)
- Pothole Excavation & Backfill for 4" Conduit at NE Corner of NB Lanes, Item 4 ($3,182.00)

CO2 Total Additional Cost: **$47,755.00**

Change Order 3

- Open-Trench Installation of 24" HP Storm Drain Across Southbound Mountain View Corridor, Item 106 ($137,400.00)
- Credit for Contract Item #29 – Furnish and Install 36" Steel Casing Pipe Under MVC, Item 107 (-$119,000.00)
- Credit for Contract Item #30 – Furnish and Install 24" HP Storm Pipe with Spacers, Item 108 (-$18,320.00)

CO3 Net Total Additional Cost: **$80.00**

Change Order 4

- Directional Bore – Two 6 Inch Power Conduits, Item 109 ($58,775.00)
  Remove Catch Basin, Item 110 ($2,600)
- Remove Storm Drain Pipe, Item 111 ($2,479.00)
- 1" Mill and 1" Overlay of Southern Portion of Real Vista Between NB and SB Mountain View Corridor, Item 112 ($16,245.00)

CO4 Net Total Change in Cost**: $80,099.00**

Project 2: Fire Station Construction

See attached Memo and project budget tracker

Project 3: Wide Hollow Trailhead

Change Orders 1-3 were previously reported to Council in previous meetings.

Change Order 4:

- Camera Pole & Base: At the request of the Parks Department and City Administration, a security camera is being installed at the trailhead.
- Restroom Heated Floor: Cost to install radiant heating in concrete floor of the CXT restroom.
- ADA Parking Stall: The ADA-accessible parking stall was not included in the original site plan because the restroom was not part of the first phase of the project.
- Adjustment to Lower Trail Connector: The trail connector from the trail head parking lot to the lower subdivision to the North (Eastridge) required additional retaining walls due to development grade changes.
- Additional Concrete & Asphalt: Repair of additional concrete and asphalt than originally planned.

CO4 Total Additional Cost: **47,587.50**

FISCAL IMPACT:

Each project's contingency budget can absorb these change order costs while maintaining sufficient funds to complete the work. Detailed budget breakdowns and change order logs are provided in the attachments.

ALTERNATIVES:

N/A

ATTACHMENTS:

- Project Change Order Log – Real Vista Dr & Mtn View Corridor Improvements
- Project Change Order Memo – Fire Station Construction
- Project Change Order Log – Fire Station Construction
- Project Change Order Log – Wide Hollow Trailhead

CONSTRUCTION CHANGE ORDER LOG

Project Name	Real Vista Drive	Contractor:	Staker Parson
Project No.	0130-00	Original Contract Amount	$ 1,310,901.15
GL Code	22-41-304 / 432-FN300-300115-408000-ST130	New Proposed Contract Amount	$ 1,447,770.15
Budget	$900,000.00	$ Other Expenditures	55,907.00
GL Code	40-41-008 / 401-FN300-300115-408000-ST130	Project Budget	$2,200,000.00
Budget	$1,300,000.00		

		Dates						Time(Calendar Days)	
CO #	Description	Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Contingency Remaining	Extension	New Completion Date
1	Drill for Light Pole Bases; Raise and Collar Water Valve on Real Vista East of NB MVC	$	4/30/2026	4/30/2026	$ 5/3/2026	8,935.00	$824,256.85	8,935.00	
2	Relocate Two 6" Existing Conduits, 3" Conduit Instalation, 6" PVC Conduit Installation, Pothole Excavate & Backfill 4" Conduit on NE Coner of NB Lanes	5/15/2026	5/15/2026		$ 47,755.00	$ 56,690.00	$776,501.85		
3	open cutting MVC to install the 24" storm drain crossing with Fullmer Excavation and credit of boring	6/9/2026			$ 80.00	$ 56,770.00	$776,421.85		
4	two new 6" conduits, drainage removal and proposed full-width mill/overlay of Real Vista	6/23/2026			$ 80,099.00	$ 136,869.00	$696,322.85		

Memo

To: Nathan Cherpeski

From: Justun Edwards

Date: June 12, 2026

Re: Fire Station 103– PCCO's 1 - 28

cc: Wendy Thomas

Nathan,

This memo is intended to narrate the Change Orders for the Fire Station Project. Change order 4 exceeds the cumulative value of $50,000 in change orders. Below is a summary of the project budget status:

FY26 Project Budget	$ 7,945,340.00	
Original Construction Contract	$ 6,850,600.00	
Approved COs	$ 190,939.36	
Proposed COs	$ (718.08)	
Change Order % of Contract	2.8%	
Other Project Expenditures	$ 586,540.34	(Permit fees, RMP, Design, Inspection)
Expenditures Paid from FY25	$ 313,743.01	
Total Cost W/ approved and proposed COs	$ 7,627,361.65	
Remaining Budget	$ 631,721.36	

Proposed change orders for review and approval (22, 23, 24, 26rev2, 27, 28)

PCCO #13 (Pending architect approval. Will be submitted with future change orders)

PCCO #22 East Side Grading Changes ($5,157.06)

The sidewalk grade called out on the plans did not meet ADA compliance requirements and required additional structural fill to be imported, placed and compacted.

PCCO #23 Bike Rack Value Engineering ($600 - Credit)

The contractor was able to find a fabricator who could build the bike rack for a lower cost than the quote in their bid.

PCCO #24 Topsoil Value Engineering ($15,988 – Credit)
The contractor submitted a value engineering with their original bid to reduce the topsoil requirement from 12" to 6" because the landscaping is trees, shrubs, and rock mulch with no sod. The city and landscape architect approved the reductions.

PCCO #25 (Pending architect approval. Will be submitted with future change orders)

PCCO #26 rev. 2 Missing Thermostat Wires ($3,432.58)
The plans did not specifically call out thermostats in seven separate areas of the building. The contractors original change order request was $5,482.30 and 10 days of general condition days due to coordination with mechanical and electrical engineers. Following negotiations between the architect and contractor, the contractor agreed to reduce the change order amount be removing costs to remove and reinstall drywall that had been installed and reduced the requested 10 general condition days down to 5 days. The change order only includes the cost to install the wire for the needed thermostat. As previously explained in PCCO #21, the requested general condition days will not be paid with each PCCO. Rather, they will be tracked and negotiated near the end of the project.

PCCO #27 CMU Infill ($2,083.73)
The plans called for a training access door installed within the CMU wall on the second level to the exterior of the building. This access door has been installed on previous stations. During a site walkthrough with UFA, it was discussed that this training access has not been used and requested for it to be removed. This will improve the aesthetics of the exterior of the building and future maintenance of the door opening.
This change order captures the cost of filling in the opening of the CMU wall.

PCCO #28 Exposed Foundation Walls ($5,196.55)
This change order is related to PCCO #1. When the footing and foundation adjustments were made which resulted in a large portion of the foundation to be exposed. A defined finish treatment of the foundation wall was not determined.
This change order includes grinding and prepping the foundation wall for a sack-and-patch plaster finish of the wall.

I have reviewed the proposed change orders and the supporting documentation and recommend approval. Please let me know if you have any questions or would like to discuss.

Previously approved and reported change orders (1-12, 14, 15, 17, 19, 20, 21)

PCCO #1 Footing & Foundation Adjustments ($20,118.23) – (Approved)- *As the contractor was preparing footings and foundations, they noticed an issue with the depth of footings compared to finished grade (bottom of footing too shallow). This required additional excavation, rebar, and concrete to cure the issue.*

PCCO #2 SCBA Breathing Air Pump Electrical ($2,960.76) – (Approved)- *The required power connection for the SCBA pump was identified on the architectural sheets but not identified on the mechanical drawings with appropriate details. The change order is to install the conduit, updated panelboard, and power for the SCBA pump.*

PCCO #3 Installation of Additional Storm Drain Infrastructure ($9,425.03) – (Approved)- *As the site grading was occurring, the contractor identified a potential issue with final grade and slopes in the northeast corner of the site near the dumpster and generator pad. The grade is fairly flat with minimal slope to properly convey runoff to an inlet box. This change order will install an additional curb inlet box and approximately 55 LF of pipe to connect to the adjacent inlet box.*

PCCO #4 Underground of Overhead Power ($87,912.22) – (Approved)- *This proposed addition will install the conduit, boxes, and pads ahead of RMP removing the poles and existing infrastructure, installing conductors, transformers, etc.*
The developer of the adjacent property has agreed to share the cost for the portion along with their property. Now that we have the costs, we will work to develop a reimbursement agreement.

PCCO #5 Traffic Control Signal- Installation of Conduit and Junction Boxes ($32,403.98) – (Approved)- *The cost of this proposed addition represents the conduits and junction boxes from the fire station to the intersection of 12900 S Rosecrest. These conduits will allow the installation of power and control wires for the traffic control signal.*
The pole, mast and signal will be an additional cost and installed through Salt Lake County. We are still coordinating with Salt Lake County and will bring the contract at a future date.

PCCO #6 Storage Shed Mechanical and Electrical Additions ($13,211.19)-(Approved)
The original shed did not include ventilation or appropriate lighting. This change order includes the cost to install a ventilation fan in the roof, louver, lighting, and associated electrical. This was an oversight in the original design and was not included in the bid.

PCCO #7 Flag Pole Adjustments ($2,740.41 – Credit) -(Approved)
The specifications called for a double truck pulley system that would allow 2 flags to be hung on each pole. Two flags on each pole is not needed or desired and will be switched to a single truck system which are cheaper providing a credit.

PCCO #8 Winter Conditions (December & January) ($10,467.44) -(Approved)

We did not include winter conditions in the original bid because we did not want the cost of materials to include upcharges, or unit rates to be inflated unnecessarily. With the mild winter, this is proving to be beneficial. This change order includes the cost of space heaters and concrete blankets for December and January.
December costs- $3,513
January costs- $5,499,
Overhead & insurance- $1,455.44
Total- $10,467.44

PCCO #9 Electrical Circuit 9 Upgrade ($395.42) -(Approved)
This change order is the increased cost to upsize the generator block heater electrical wire from #12 to #8, per the actual block heater load requirements and distance from power source.

PCCO #10 Mobile Storage Locker Upsize ($822.34) -(Approved)
The mobile storage lockers in the design were drawn to the correct dimensions (24" wide), but the callout note on the plans called for 18" wide lockers which was bid by the contractor. UFA was asked if the lockers could remain 18" wide, and due to the size of the equipment and items stored in the lockers, 24" wide lockers are needed.

PCCO #11 Shed Sectional Door Alternative ($3,800 - Credit)
The contractor submitted an alternative door to the specified door. The alternative door met the specifications at a lower cost. The project team elected to approve the alternative to save cost.

PCCO #12 Metal to Wood Door Clarification ($297 – Credit)
The plans inadvertently called for metal doors on two of the sleeper units which will have wood doors. This change order provides a credit for the cost difference between the material types.

PCCO #14 Interior Concrete Bollard Removal ($1,520 – Credit)
The plans called for bollards on the interior of the apparatus bays but were requested to be removed. Following discussions with UFA personnel, the bollards would create potential pinch points between opening doors and the bollards and impact the use of the floor space and movement around the apparatus.

PCCO #15 Winter Conditions (February & March) ($13,122.65)
We did not include winter conditions in the original bid because we did not want the cost of materials to include upcharges, or unit rates to be inflated unnecessarily. With the mild winter, this is proving to be beneficial. This change order includes the cost of space heaters and concrete blankets for February & March).
February costs- $5,648.18
March costs- $5,649.84
Overhead & insurance- $1,824.63

PCCO #16 (Voided following negotiations with contractor) (No Charge)

PCCO #17 Roof Anchor Removal ($1,435 – Credit)
There were several roof anchors called out on the plans for fire fighter training. Following discussions with UFA representatives, it was determined that 8 anchors intended for training could be removed due to the lack of use at other similar stations.

PCCO #18 (Voided following negotiations with contractor) (No Charge)

PCCO #19 Roof Drain to Storm Drain Connection ($3,813.20)
The roof drain exiting the building was installed lower than the plans specified causing the drain line to be installed below the footing and not through the planned sleeve installed through the foundation wall above the footing. The drain was forced to be lower due to the drain elevation in the courtyard which is recessed below the finished floor elevation of the main building. This caused the roof drain to be below the planned connection to the exterior storm drain system. An additional 110'of drain line and additional fittings were required to catch the next closest storm drain connection.

PCCO #20 Grading Changes ($3,195.29)
During inspection of the curb and gutter subgrade and forming, it was determined that the grading per plan would not allow for proper drainage out of the corner near the shed. It was determined that raising the grade and curb ~6" would allow for proper drainage. The contractor had to remove the forms already placed, raise the grade and reform the curb and gutter.

PCCO #21 Sleeping Unit Electrical Changes ($2,884.02)
During a site walkthrough, it was found that the TV outlets and data boxes were installed on the incorrect wall in five of the six sleeping units. After reviewing the plans, it was found that they were installed per plan but were in an inconvenient location for connecting to the TVs causing cables and wires to be run 4'-5' along the wall across the desks. The decision was made to relocate the already installed boxes to the correct wall closer to the TV location for safety, functionality, and aesthetics.
The contractor has also requested three working days/five calendar days with this change order. The three working days would include daily General Conditions costs of $1,556.65/day totaling $4,669.95. We negotiated with the contractor to track the General Condition days for the remainder of the project and pay out General Conditions at the end of the project.
There will likely be additional extension requests due to material lead times and I feel it best to track the days and negotiate at the end, rather than paying out each request. I foresee days

overlapping and being double counted which would result in duplicating days increasing overall cost.

CONSTRUCTION CHANGE ORDER LOG

Project Name	Fire Station 103 Replacement	Contractor:	Kier Construction
Project No.	0048-00	Original Contract Amount	$ 6,850,600.00
GL-Codes	24-48-001 & 40-43-003	New Proposed Contract Amount	$ 7,040,821.28
24-48-001 FY26	$583,500.00	New Overall Project Total	$ 7,627,361.65
40-43-003 FY26	$7,361,840.00	FY25 Amount Paid	$ 313,743.01
FY26 Total	$7,945,340.00	Other Expenditures	$ 586,540.34
		Contingency Remaining	$ 631,721.39
	Pending Architect's Approval	Overall Change Order Percentage	2.78%
	Voided Following Negotiation w/ Contractor		

		Dates						Time(Calendar Days)	
CO #	Description	Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Contingency Remaining	Extension	New Completion Date
CO1	Conflicts Between Grading & Footing	11/5/2025	11/5/2025	11/5/2025	$ 20,118.23	$ 20,118.23	$801,824.44		
CO2	Apparatus Bay Pump Station	1/15/2026	1/27/2026	1/27/2026	$ 2,960.76	$ 23,078.99	$798,863.68	1	10/7/2026
CO3	Curb Inlet and Storm Drain	2/4/2026	2/5/2026	2/9/2026	$ 9,425.03	$ 32,504.02	$789,438.65		
CO4	RMP Underground Electrical	1/26/2026	2/5/2026	2/9/2026	$ 87,912.22	$ 120,416.24	$701,526.43		
CO5	Street Light Infrastructure	1/26/2026	2/5/2026	2/9/2026	$ 32,403.98	$ 152,820.22	$669,122.45		
CO6	Shed MEP Additions	3/4/2026	3/4/2026	3/4/2026	$ 13,211.19	$ 166,031.41	$655,911.26		
CO7	Flag Pole Double Truck - VE Credit	3/4/2026	3/4/2026	3/4/2026	$ (2,740.41)	$ 163,291.00	$658,651.67		
CO8	Winter Conditions - Dec. '25 & Jan. '26	3/4/2026	3/4/2026	3/4/2026	$ 10,467.44	$ 173,758.44	$648,184.23		
CO9	Circuit 9 Upgrade	3/4/2026	3/4/2026	3/4/2026	$ 395.42	$ 174,153.86	$647,788.81		
CO10	Mobile Storage Lockers Change to 24" Wide	3/4/2026	3/4/2026	3/7/2026	$ 822.34	$ 174,976.20	$646,966.47		
CO11	HAAS Door Substitution	4/7/2026	5/5/2026	5/12/2026	$ (3,800.00)	$ 171,176.20	$650,766.47		
CO12	Metal to Wood Doors	4/7/2026	5/5/2026	5/12/2026	$ (297.00)	$ 170,879.20	$651,063.47		
CO13	Steel Canopy Revisions - PENDING					$ 170,879.20	$651,063.47		
CO14	Concrete Bollard Removal	4/30/2026	5/5/2026	5/12/2026	$ (1,520.00)	$ 169,359.20	$652,583.47		
CO15	Winter Conditions - Feb. '26 & Mar. '26	4/30/2026	5/5/2026	5/12/2026	$ 13,122.65	$ 182,481.85	$639,460.82		
CO16	Fire Alarm Additions - VOIDED					$ 182,481.85	$639,460.82		
CO17	Removed Roof Anchors	4/30/2026	5/5/2026	5/12/2026	$ (1,435.00)	$ 181,046.85	$640,895.82		
CO18	Electrical Device Protection - VOIDED					$ 181,046.85	$640,895.82		
CO19	Roof to Storm Drain Connection	4/30/2026	5/5/2026	5/12/2026	$ 3,813.20	$ 184,860.05	$637,082.62		
CO20	Grading Changes	4/30/2026	5/5/2026	5/12/2026	$ 3,195.29	$ 188,055.34	$633,887.33		
CO21	Sleeping Unit Electrical Changes	4/30/2026	5/5/2026	5/12/2026	$ 2,884.02	$ 190,939.36	$631,003.31	5	10/12/2026
CO21.1	Schedule Impact from Delay of CO21 - No Cost	5/28/2026		6/12/2026	$ -	$ 190,939.36	$631,003.31	1	10/13/2026
CO22	East Side Grading Changes	6/2/2026	6/12/2026		$ 5,157.06	$ 196,096.42	$625,846.25		
CO23	Bike Rack VE Credit	6/9/2026	6/12/2026		$ (600.00)	$ 195,496.42	$626,446.25		
CO24	Top Soil VE Credit	5/25/2026	6/12/2026		$ (15,988.00)	$ 179,508.42	$642,434.25		
CO25	Fire Riser Storefront Tint - PENDING					$ 179,508.42	$642,434.25		
CO26 Rev. 2	Missing Thermostat Wires	5/29/2026	6/12/2026		$ 3,432.58	$ 182,941.00	$639,001.67	3	10/16/2026
CO27	CMU Infill	6/9/2026	6/12/2026		$ 2,083.73	$ 185,024.73	$636,917.94		
CO28	Exposed Foundation Walls	6/2/2026	6/12/2026		$ 5,196.55	$ 190,221.28	$631,721.36		

CONSTRUCTION CHANGE ORDER LOG

Project Name	Wide Hollow Trailhead		Contractor:	Strong Solutions	
Project No.	0136-00		Original Contract Amount	$	1,144,150.00
GL-Codes	20-47-618		New Proposed Contract Amount	$	1,440,062.50
FY26 Budget	$1,667,951.00	$	Other FY26 Contract Expenditures		183,726.70
FY26 WEF	$81,970.00		FY26 Beginning Contingency	$	422,044.30
Total FY26	$1,749,921.00				

		Dates						Time(Calendar Days)	
CO #	Description	Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Contingency Remaining	Extension	New Completion Date
CO1	Utilities, grading, and concrete necessary for added Restroom	$ $	10/1/2025	10/1/2025	10/3/2025	152,880.00	$269,164.30	152,880.00	
CO2	Rip/Hammer Rock Excavation (1,398 yds of Rock)	11/5/2025	11/10/2025	11/12/2025	$ 48,930.00	$ 201,810.00	$220,234.30		
CO3	Rip/Hammer Rock Excavation (1,329 yds of Rock)	12/26/2025	12/30/2025	1/6/2026	$ 46,515.00	$ 248,325.00	$173,719.30		
CO4	Security Camera, Lower Trail Connector Retaining Wall, Additional Asphalt & Concrete.	4/16/2026	4/16/2026		$ 47,587.50	$ 295,912.50	$126,131.80	60	6/29/2026

DATE: **June 22, 2026**

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, P.E., City Engineer

SUBJECT: Consideration of a Maintenance and Ownership Cooperative Agreement with UDOT at Real Vista, PIN 18452

RECOMMENDATION:
Approve the proposed Maintenance and Cooperative Agreement as written and described in this report.

ISSUE BEFORE COUNCIL:
Should the City Council approve the proposed Maintenance and Ownership Cooperative Agreement Reimbursement with UDOT regarding the stormwater runoff from a portion of the Mountain View Corridor (MVC) into the city's stormwater system at Real Vista Dr?

ALIGNMENT WITH STRATEGIC PLAN:
LV1 – Level of Service
LV6 – Consistent, safe, and reliable utility services

BACKGROUND/SUMMARY:
As shown in Exhibit A of the attached agreement, there is a portion of the existing and new MVC, about 48 acres, that is tributary to the existing Real Vista Dr. storm drain system. Runoff from this portion of the MVC has been master planned to set aside capacity in the city's pipes along Real Vista Dr., and in the final outfall at the regional retention pond located near the Salt Lake Community College, known as the SLCC Pond.

UDOT is requesting a formal agreement with the city to allow for connection and discharge into the city's system.

DISCUSSION:
The key elements of the agreement are as follows:
UDOT Agrees to:

1. Be responsible for the long-term maintenance and operation of the drainage system within the UDOT right-of-way, at its sole cost and expense.

2. Maintain and keep operational, its drainage facilities to prevent and reduce the discharge of pollutants and flooding.
3. Comply with all applicable laws and regulations, including obtaining appropriate stormwater permits.

Herriman City Agrees to:

1. Obtain an encroachment permit from the UDOT Permits office for any maintenance activities requiring access to UDOT's right of way, in compliance with Utah Adm. Code R930-6 and R930-7.
2. Conduct adequate maintenance for the systems it owns, ensuring stormwater facilities function as designed, at its sole cost and expense.

Inspection and Repairs:

1. Both Parties reserve the right to inspect one another's stormwater facilities, covering all aspects relevant to operating functionality.
2. Deficiencies must be noted in an inspection report provided to the other Party, including certification of whether adequate maintenance has been performed.
3. The Party receiving a written notice of deficiency must make necessary repairs within 60 days, at its sole cost and expense.
4. If a Party fails to remedy deficiencies, the notifying Party may perform the corrective work and charge the costs to the offending Party.
5. Delinquent reimbursements (unpaid after 30 days) are subject to interest at 10% per annum, plus collection costs and attorneys' fees

ALTERNATIVES:

The council can either:

1. Approve the Cooperative Agreement as written (Staff Recommendation)
2. Continue the item to a future meeting. This allows additional time for Council review or legal analysis or propose adjustment to the terms of the agreement.
3. Deny the Cooperative Agreement. This option may incur cost of delay and potential legal risk.

FISCAL IMPACT:

There is no anticipated capital costs associated with this agreement and the connection that will be paid for by UDOT with the upcoming MVC improvements. There is an inherent cost of maintenance to the city's existing system that is proposed to be utilized by UDOT's runoff. The city's stormwater enterprise fund is structured to pay for this effort.

ATTACHMENTS:

Exhibit A - Proposed Cooperative Agreement with UDOT re Drainage at Real Vista

MAINTENANCE AND OWNERSHIP COOPERATIVE AGREEMENT
Between
THE UTAH DEPARTMENT OF TRANSPORTATION
And
HERRIMAN CITY

This Maintenance and Ownership Cooperative Agreement is entered on _____, 2026 ("Effective Date"), by and between **Utah Department of Transportation** ("UDOT") and **Herriman City** ("City") ("Party" or collectively, "Parties").

RECITALS

WHEREAS, UDOT is progressing the design and construction for the highway project in Salt Lake County, Utah ("Project"); and

WHEREAS, UDOT is discharging stormwater to the drainage pond at or near Real Vista Drive in Herriman City, Utah; and

WHEREAS, City is willing to reserve capacity for UDOT storm drain discharge in City's detention Pond maintained by the City; and

WHEREAS, the Parties wish to set forth their respective responsibilities for certain drainage improvement ownership, maintenance, and operations covered by this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the Parties agree is sufficient, the Parties agree as follows:

1) **Design and Construction**

UDOT will design and construct additional phases of the highway Project which contributes stormwater discharge from the areas shown on the sheets in Exhibit "A", that are incorporated by reference.

Existing stormwater system connection location from the Project to the City storm drain system is shown on Exhibit "A," that is incorporated by reference.

Real Vista Drive Pond

City-owned, City-maintained Pond

a) City accepts UDOT stormwater runoff in the Real Vista Drive Pond from the contributing drainage areas shown in Exhibit "A".

UDOT to contribute to City system

a) 100-year buildout volume: 7.56 ac-ft
b) 10-year buildout peak flow: 49.56 cfs

2) **UDOT Operation and Maintenance Responsibilities**
   a) UDOT agrees, at its sole cost and expense, to be responsible for long term operation and maintenance of the drainage systems that UDOT owns within its right of way.
   b) UDOT agrees to maintain and keep operational the drainage facilities that it owns to prevent and reduce the discharge of pollutants and flooding.
   c) UDOT agrees to comply with laws and regulations applicable to its systems including obtaining appropriate stormwater permits.

3) **City Operation and Maintenance Responsibilities**
   a) The City shall obtain an encroachment permit from the UDOT Permits office for any maintenance activities that require access to UDOT's right of way within the roadway prism, in compliance with Utah Adm. Code R930-6 and R930-7.
   b) The City agrees, at its sole cost and expense, to conduct adequate maintenance for the systems it owns, which includes performing work to ensure the stormwater facilities are functioning as the systems were designed.

4) **Operation and Maintenance**. The Parties agree to:
   a) Maintain and keep operational the drainage facilities that they own to prevent and reduce the discharge of pollutants and flooding.
   b) Comply with the required stormwater permits, applicable laws, and regulations for the drainage facilities that they own.
   c) Reserve the right to inspect one another's stormwater facilities. The inspection shall cover all aspects of the storm drain facilities that are relevant to the operating functionality of the system. Deficiencies shall be noted in an inspection report and provided to the other Party. The report shall also contain certification indicating whether adequate maintenance has been performed.
      i) **Making Repairs.** The Party having received a written notice of deficiency shall, at its sole cost and expense, make such repairs, changes or modifications to its stormwater facilities as may be determined as reasonably necessary by the Party, within 60 days, to ensure that the stormwater facilities are adequately maintained and continue to operate as designed and approved.
      ii) **Corrective Action Authority.** In the event that either Party fails to adequately maintain its stormwater facilities in good working condition, acceptable to the other Party, after due notice of deficiencies as provided herein, the Party having delivered the written notice of deficiency may take steps necessary to correct deficiencies and to charge the costs of such repairs to the offending Party. It is expressly understood and agreed that neither Party is under obligation to maintain or repair the stormwater facilities owned by the other Party, and in no event shall this Agreement be construed to impose any such obligation. The actions described in this Section are in addition to and not in lieu of any and all legal remedies

available and provided for by law for either Party's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

iii) **Reimbursement of Costs.** In the event the Party having delivered a notice of deficiency, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the offending Party shall reimburse them upon demand, within thirty (30) days of receipt thereof for all actual costs incurred. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. The offending Party shall also be liable for any collection costs, including attorneys' fees and court costs, incurred in collection of delinquent payments.

5) **Meetings**

a) The Parties agree to meet to discuss future changes to hydrologic and/or hydraulic values that the Parties deem significant.

b) The Parties agree to meet, as necessary, to discuss and attempt to resolve concerns about potential standing water, which may have the potential to produce wetland-like conditions or prohibit a Party from performing maintenance activities.

6) **Indemnification**

UDOT and the City are both governmental entities subject to the Governmental Immunity Act. Each Party agrees to indemnify, defend, and save harmless the other party from all damages, claims, suits, costs, attorneys fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the Parties that the obligation to indemnify is limited to the dollar amounts and other terms set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

7) **Communication**

The Parties agree that as day-to-day maintenance or communication needs arise related to this Agreement, the following titles of Party staff shall act as points of contact:

For UDOT: Nick Stephens, Region 2 Hydraulics Engineer, email nickstephens@utah.gov and phone: 801-803-3237

For City: Justun Edwards, Director of Public Works, email jedwards@herriman.gov and phone: 801-446-5323

8) **Termination**

This Agreement may be terminated as follows:

a) By mutual agreement of the Parties, in writing.

b) By either Party for the other Party's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the performing party. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. The Agreement will not terminate if the party receiving the notice commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such time period, then the non-breaching party may send a notice

of termination and this Agreement will terminate immediately upon delivery of such notice. If the City terminates the Agreement, the City shall be responsible for all the costs that UDOT incurs prior to the termination, less any costs directly attributable to a default by UDOT.

c) By UDOT for the convenience of UDOT upon delivery of a written notice to the City, and UDOT will be responsible for the reasonable costs that the City incurs before receiving notice of termination.

9) **General Terms**

The following terms apply to this Agreement:

a) Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT: UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Robert Stewart, Region 2 Director With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Salt Lake City, UT 84114-4855	To Herriman City: 5355 West Herriman Main Street Herriman, UT 84096 Attention: Justun Edwards, Public Works Director With a copy to: Herriman City Attorney 5355 West Herriman Main Street Herriman, Utah 84096

b) The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

c) UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance,

approval or other action or inaction must be provided by UDOT's authorized employee or representative.

d) No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this Agreement as of the Effective Date above.

ATTEST:

By: _____

Title: _____

Date: _____

(IMPRESS SEAL)

Herriman City, a Municipal Corporation of the State of Utah

By: _____

Title: _____

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
PROJECT MANAGER

Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
REGION DIRECTOR

Date: _____

UDOT COMPTROLLER'S OFFICE

By: _____
CONTRACT ADMINISTRATOR

Date: _____

UPDES STORM WATER EVALUATION FORM
FOR
LONG-TERM STORMWATER FEATURE COMPLIANCE

Site Name:	Inspection Date	LTSWID #
Site Address:		

Facility Contact Information			
	NAMES	PHONE #'S	E-MAIL
CONTACT:			
CONTACT:			

ENITY TYPE:

Items Inspected	Checked		Maintenance		Inspector	Observations and Remarks
	Yes	No	Req'd	Not Req'd		
1.Dumping Evidence						
2.Spill Evidence						
3.General Site Exposure						
4.Other Pollution Sources						
5.General Maintenance Status						
Inlets						
Conveyance Systems						
Manholes						
Structural Devices						
Stormwater Storage						
Parking/Pavements						
Waste Collection						
Landscaping						
10.Other Site SOP Items						

Notes:

Inspector:		Site Contact:	
Signature	Title	Signature	Date

EXHIBIT A

14-APR-2026 DGN File: pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/18452_MVC_OLD_BING_HWY_TO_PORTER_ROCKWELL_(FREEWAY)/Hydraulics/Segment_1/18452_Real_Vist_Drive_Exhibit



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PROJECT	MVC; PORTER ROCKWELL TO OLD BINGHAM	UTAH DEPARTMENT OF TRANSPORTATION			REVISIONS
PROJECT NUMBER	S-0085(19)4 PIN 18452	APPROVED	DRAWN BY	LJF	
EXHIBIT A		PROFESSIONAL ENGINEER DATE	QC CHECKED BY	CLA	NO. DATE APPROVED BY REMARKS

DATE: June 25, 2026

TO: The Honorable Mayor Palmer and City Council

FROM: Michael Maloy, City Planner

SUBJECT: Resolution to Reappoint One Alternate Member of the Herriman City Planning Commission

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RECOMMENDATION:

Recommend the City Council reappoint the following Alternate Member of the Planning Commission for an additional one-year term of service:

Planning Commission Member	Term	Expiration
Forest Sickels (Alternate)	1-year term	July 8, 2026

ISSUE BEFORE COUNCIL:

Should the City Council reappoint Forest Sickels as an Alternate Member of the Herriman City Planning Commission?

ALIGNMENT WITH STRATEGIC PLAN:

CE 2 – Promote trust in government. Promote genuine trust in government through transparency, accountability, and public engagement. This will be accomplished through open and accessible interaction; proactive communication and resident education; and courteous, responsive, and knowledgeable employees. (*Herriman City Strategic Plan*, p 10)

BACKGROUND & SUMMARY:

Forest Sickles' term of service as an Alternate Member of the Planning Commission expired June 12, 2026. As a frequent attendee and regular contributor to the work of the Commission, Commissioner Sickles has expressed a desire to continue serving the City as an Alternate Member of the Commission if the Council wishes to reappoint him.

As per the Herriman City Planning Commission re-appointment policy, the City has not received any complaints from Planning Commission meeting applicants, participants, or attendees regarding Commissioner Sickles performance, and none of the Commissioner's actions were the subject of an appeal during any previous terms of service.

Commissioner Sickles attended 20 of 23 — or 87% — of Planning Commission meetings held during the past 12 months, and has the second highest rate of attendance among all Commission members.

ALTERNATIVES:

The Council may consider the following alternatives during the City Council General Meeting on July 8, 2026:

Alternative	Pro	Con
Approve the draft resolution to reappoint an Alternate Member of the Planning Commission **(recommended)**	Existing members have training and experience that benefit the City through continued service on the Commission	Approval of the draft resolution would retain an existing member whose position could be filled by another resident that the Council believes would benefit the community
Deny the resolution and advertise for a new candidate to fill the pending vacancy	Potential opportunity to increase diversity among the current Planning Commission	The selection of a new member may overlook the contribution and development of an existing member who has expressed a desire to continue service on the Commission
Table the resolution for further consideration	Allows the Council additional time to consider the proposed resolution	Delays the reappointment of an experienced Alternate Member of the Planning Commission, or the process of seeking and appointing a new Alternate Member

FISCAL IMPACT:

None

ATTACHMENT:

A. Resolution

HERRIMAN, UTAH
RESOLUTION NO. 2026 - _____

A RESOLUTION TO REAPPOINT FOREST SICKLES AS AN ALTERNATE MEMBER OF THE HERRIMAN CITY PLANNING COMMISSION

WHEREAS, the Herriman City Council (the "*Council*") met in a regular session on July 8, 2026, to consider, among other things, reappointing one alternate member of the Herriman City Planning Commission; and

WHEREAS, the Council has adopted an ordinance that created the Planning Commission; and

WHEREAS, the ordinance creating a Planning Commission obligates the Council to appoint members of the Planning Commission; and

WHEREAS, ordinance 10-4-5.B.4 states that "Planning Commission members may be reappointed [by the City Council] for successive terms"; and

AFTER careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Herriman to make the reappointment as stated herein.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby reappoint the following individual to serve on the Planning Commission as an Alternate Member for the term set forth below:

NAME	TERM	DATE TERM EXPIRES
Forest Sickles	1-year term	July 8, 2027

PASSED AND APPROVED this 8th day of July 2026.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST:

_____
Jackie Nostrom, MMC
City Recorder

HERRIMAN CITY

S T A F F R E P O R T

DATE: **06/09/2026**

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: **Award of the Fiscal Year 2026 Herriman Roadway Striping Contract Extension #2 – Justun Edwards, Director of Public Works**

RECOMMENDATION:
It is recommended to award the 2026 Contract Extension #2 with Roadsafe Traffic Systems, Inc. This extension includes a 3%-unit price increase as allowed under the original contract and in accordance with the City's procurement policy.

ISSUE BEFORE COUNCIL:
Should the City Council award the Contract Extension #2?

ALIGNMENT WITH STRATEGIC PLAN:
LV 5 – Transportation systems

LV 5.2 – Roadway pavement management
Develop and implement effective and efficient street planning and maintenance programs that support the Council's established level of service. Such plans must be in accordance with the City's engineering standards.

EV 6 – Maintenance quality

EV6.1 - Dedicate sufficient resources to street maintenance to maintain a PCI rating of 75.

BACKGROUND/SUMMARY:
As part of the City's annual road maintenance program, the city contracts services to refresh and restripe roadway markings on public streets. Over time, roadway markings fade, due to weathering, UV rays, tire wear, snowplowing/salt, etc.

In June of 2023, the City entered into an agreement with RoadSafe Traffic Systems to perform these services. The 2023 contract allowed for annual renewals with a maximum of three years. The contract also allowed for up to a 3% increase in unit rates per year to account for inflation.

DISCUSSION:

The 2026 striping contract extension #2, is the last extension of the 2023 contract. The contract stipulates the extension must be mutual between both parties, and the scope of the services may increase or decrease based on the City's need but is capped at a 3% unit rate inflationary increase.

This contract is for road striping on roads not receiving asphalt treatments or road rehabilitation throughout the city. These roads will be restriped as part of the asphalt and road treatments.

The scope of the 2026 project decreased slightly from the previous extension due to more roads receiving asphalt treatments and fewer roadway marking adjustments (i.e., school zone adjustments, lane reconfigurations, etc.).

ALTERNATIVES:

- **Option 1 [Recommended]** – Award the 2026 contract extension #2 to RoadSafe Traffic Systems, Inc
- **Option 2** – Decline to award the contract extension and direct staff to re-bid the project. This may result in higher costs, delays, and questionable contractor availability.

FISCAL IMPACT:

- Cost to complete the 2026 Roadway Striping project- $180,781.11
- Fiscal Year 2026 striping budget- $255,000

ATTACHMENTS:

- Amendment to the Agreement Extension #2

AMENDMENT TO THE AGREEMENT EXTENSION #2

THIS AMENDMENT TO THE AGREEMENT EXTENSION #2 ("*Agreement Extension*") is made effective this _____ day of _____, 2026, by and between HERRIMAN CITY, a Utah municipality ("*Herriman*" or "Owner") and **ROADSAFE TRAFFIC SYSTEMS, INC.**, a Utah corporation ("*Contractor*"). Herriman and **RoadSafe Traffic Systems, Inc.**, may also be referred to as a Party or collectively as the Parties.

RECITALS

A. On or about **July 3, 2023**, the Parties entered into an Agreement for the **Herriman City 2023 Striping Contract** project (see attached "Exhibit A *Original Agreement*") in the amount of $201,009.70, the first Agreement Extension (see attached *"Exhibit A-1 Agreement Extension #1"*) was executed on or about June 25, 2024 in the amount of $224,154.46, and the second Agreement Extension (see attached "Exhibit A-5 *Agreement Extension #2"*) was executed on or about April 24, 2025 in the amount of $252,946.88.

B. As stated in section 2.2.C. of the Original Agreement, Owner and Contractor have the right to extend the Agreement Terms annually for a maximum of two years (Fiscal Years 2025 and 2026), with the current Agreement Extension #2, that includes on-call services, expiring on June 30, 2026.

C. The Parties both acknowledge that the Additional Work is necessary to complete the Services as set forth in the Original Agreement.

D. The Parties have come to an understanding about the additional scope and cost of the Additional Work needed to complete the Agreement Extension #2.

E. The parties desire to extend the Original Agreement as set forth herein to capture their understanding of the scope and costs associated with the Additional Work.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Additional Work**. Agreement Extension #2 is amended to include the following services (see attached *"Exhibit A-6 Amended Additional Work"*) in the amount of **$180,781.11** and will include:

   a. **Schedule A – Striping Adjustments ($22,903.11)**
   b. **Schedule B – Restripe Existing (157,878.00)**

2. **Additional Fee**. In addition to the Fee set forth in the Original Agreement, Agreement Extension #1, and Agreement Extension #2 for Contractor's performance of the Services, Herriman agrees to pay Contractor **$180,781.11** for the Additional Work (see attached *"Exhibit A-6 Amended Additional Work"*). As stated in section 2.2.D. of the Original Agreement, a three percent (3%) increase to the Unit Prices of Bid Schedules A and B in Agreement Extensions #1 and #2 have been implemented. All fees from the Original Agreement, Extension #1, and Extension #2 have been paid in full.

Due to the current rise in prices, Herriman has agreed to implement a three percent (3%) increase to the agreed upon prices in Agreement Extension #2 to account for Contractor's current cost of services and materials.

3. **Contract Time**. Agreement Extension #2 is amended to allow the Additional Work to be completed by **June 30, 2026**.

4. **Original Agreement Otherwise Unchanged.** Unless otherwise amended as provided herein, all other provisions of the Original Agreement remain unchanged and enforceable.

IN WITNESS WHEREOF, Herriman has caused this Amendment to the Agreement Extension #2 to be signed by its City Manager, and Contractor has caused the same to be signed and delivered.

HERRIMAN CITY

Nathan Cherpeski
City Manager

ATTEST

Jackie Nostrom
City Recorder

Matthew Brooks
City Assistant Attorney
Approved as to form and legality

ROADSAFE TRAFFIC SOLUTIONS, INC.

Signature: Kendale Searle

Print Name: Kendale Searle

Title: Estimator

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EXHIBIT A
Original Agreement

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DOCUMENT 00 52 43
AGREEMENT

PART I GENERAL

1.1 CONTRACTOR

A. Name: RoadSafe Traffic Systems, Inc.

B. Address: [redacted]

C. Telephone number: [redacted]

D. Facsimile number:

E. E-Mail addresses: [redacted]

1.2 OWNER

A. Herriman City, a municipal corporation of the State of Utah, 5355 West Herriman Main Street, Herriman, Utah 84096.

1.3 CONSTRUCTION CONTRACT

The Construction Contract is known as

HERRIMAN CITY
2023 Striping Contract

1.4 ENGINEER

A. **Bryce Terry** ***, PE, or his designee*** is the Engineer who has the rights, authority and duties assigned to Engineer in the Contract Documents; provided, however, Engineer shall not have authority to increase the contract price to an amount that exceeds the amount budgeted for the project by the Owner for the Project.

1.5 AGREEMENT PERFORMANCE

A. The Contractor shall perform everything required to be performed by Contractor in the Contract Documents, shall provide and furnish all labor, tools and equipment, and shall furnish and deliver all materials not specifically stated in the Contract Documents as being furnished by the Owner, to complete all the work necessary to complete the Project in Herriman City, State of Utah in the best and most workmanlike manner, and in strict conformity with the provisions of this Agreement. The plans and specifications and the proposals are hereby made a part of the agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement. In the event of inconsistencies within or

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among parts of this Agreement, the Contract Documents or among Contract Documents, this Agreement, and applicable standards, codes, and references to previous versions of the Manual of Standard Specifications or Manual of Standard Plans, the Contractor shall (i) provide the better quality or greater quantity of work; or (ii) comply with the more stringent requirement; either or both in accordance with Engineer's interpretation.

B. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Contract Documents, and the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character. The Owner shall pay the Contractor, as full consideration for the performance of this contract, the contract bid price per item as shown in the proposal, for the quantities of work actually performed and accepted.

B. The Contract Price is: Two Hundred One Thousand Nine Dollars 70/100 ($201,009.70)

2.2 CONTRACT TIME

A. The work shall commence on the date set forth in the written Notice to Proceed from the Owner or its agent to Contractor and shall be completed and ready for Owner's substantial completion inspection by the following dates:

- **October 1, 2023** – for work described in Schedules A and B
- **End of Fiscal Year 2024 (June 30, 2024)** – for any additional services

B. Any time specified in work sequences in the Summary of Work (Section 01 11 13)

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C. Herriman City intends to award an initial single contract to the successful bidder based on these bid documents. Herriman City reserves the right to renew or extend this contract, at the City's discretion and not to exceed two (2) renewals or extensions, provided that the City gives the Contractor a preliminary written notice of its intent to renew or extend at least 30 days before the contract expires. The preliminary notice does not commit the City to renewal or extension. Each renewal or extension will be for one additional fiscal year. In the event the Contractor and City agree to renew or extend the contract for the additional year and/or two year period, this will not exceed the fiscal budget year for 2025 or 2026. Contract prices for the renewal or extension will be in accordance with article 2.2 D below. The right is reserved to increase or decrease the quantity of any item. Estimated quantities are for bidding purposes only and are not to be interpreted as a guarantee to purchase any amount. The Contractor has the right to decline the requested renewal or extension by providing a written document of declination within 30 days of notice by Herriman City of their intent to renew or extend.

D. The following procedures will be used for determining contract price adjustments for contract renewals or extensions.

Renewals: Price adjustments for contract renewals will be based on a negotiation of new contract rates based on the original Bid Schedule and any noted anticipated changes to contract quantities, conditions or limitations.

Extensions: Price adjustments for contract extensions will be based on a 2-3% per year increase of the initial contract prices.

2.3 PUNCH LIST TIME

A. The Work will be complete and ready for final payment within 30 calendar days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.

B. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

A. Late Completion: Time is the essence of the Contract Documents. Contractor agrees that Owner will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). Because of the City's obligation to provide Safe Walking Routes to school, and safe travel lanes, the Contractor agrees to pay to Owner the amount of *$1000* for each calendar day that extends after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

B. Survey Monuments: No land survey monument will be disturbed or moved until Engineer has been properly notified and the Engineer's surveyor has referenced the

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survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of $1,000 to cover such damage and expense.

C. Interruption of Public Services: No interruption of public services shall be caused by Contractor, its agents or employees, without the Engineer's and Owner's prior written approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, liquidated damages as stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of damages.

D. Deduct Damages from Moneys Owed Contractor: Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the Owner.

2.5 RETAINAGE

A. Retainage is Owner's Option: Owner may, in its sole discretion, retain five (5) percent of the value of all Work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the Contractor. If, in Engineer's opinion, the Work is proceeding in accordance with Contractor's approved progress schedule, and all progress schedule submittals are current and up to date, and all required payrolls, Shop Drawings, and miscellaneous submittals are current and up to date, the Owner may choose not to withhold retainage.

1. Reducing the Retainage: As the Work nears completion and solely at the Engineer's discretion, the Owner may reduce the retainage to an amount more in line with the Work actually remaining.

2. Retainage Held Until Final Payment: The Owner reserves the right to retain all amounts previously withheld or due the Contractor, including liquidated damages, until all Punch List items are complete. However, at Engineer's sole option, Engineer may authorize the release of up to all retained amounts except any liquidated damages and double Engineer's best estimate of the Contractor's cost to complete all remaining Punch List items.

    a. In addition to above, retainage will be held until all required quality control requirements are met, including submission of quality control documents to the City.

B. Interest: Except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the Owner will be placed in an interest-bearing account held by the Owner in its Utah State Treasury Pool. The interest accrued thereon shall be the only interest paid to Contractor on the money retained and will be due and payable to the Contractor when the retained monies are paid.

2.6 PAYMENT PROCEDURES

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A. Progress Payments: Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions (Document 00 72 00) and Section 01 29 00 (Payment Procedure). Payment will become due or payable only for items provided or installed by Contractor. If required by the Owner, any request or application by the Contractor for a partial payment shall be accompanied and supported by data establishing payment or satisfaction of all Contractor obligations for payroll, bills for materials and equipment, and other indebtedness, with such data establishment to be evidenced by receipts, releases and waivers of lien, arising out of the contract, to the extent and in such form as may be designated as acceptable and satisfactory by the Owner. The Owner may require such data, including but not limited to, and executed, completed lien waiver and release from all subcontractors, lower-tier subcontractors and suppliers. The submission of these items, if requested by the Owner with the Contractor's application or request for a partial payment shall constitute a condition precedent to the Contractor's right to any such partial payment, and any particular application or request for partial payment submitted without these items, if so requested by the Owner, shall be deemed incomplete.

1. Withholding Payment: Owner reserves the right to withhold payment from Contractor for noncompliance with any provision of the Contract Documents.

2. Price Adjustments: Owner will consider making partial payment to the Contractor for certain nonconforming work in advance of any negotiated settlement reached between the Contractor and the Owner, provided the Contractor requests in writing that this be done. Contractor agrees that any such payments made by the Owner are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.

B. Final Payment: After completion of all Work and Punch List items, Owner shall pay the Contract Price due after deducting therefrom all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from approval of the request for final payment of Contractor by Engineer and Owner. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Contractor when the work has been completed, the contract fully performed, and a final certificate for payment has been issued by the Engineer. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Owner through the Engineer, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of change orders affecting final

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completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the contract documents, and if bonds have been furnished, the written consent of the Surety of the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing payments as heretofore set forth, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled liens; (2) faulty or defective work; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment. All provisions of this agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

1. Submittal: Final payment shall not be made until the Contractor has delivered and Engineer has accepted all submittals specified in Article 14.8 of the General Conditions (Document 00 72 00).

2. Owner Released From Claims: The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the Owner from any and all claims of Contractor on account of Work performed under the Contract Documents or any Modification thereof, except for those claims specifically agreed to as reserved and unresolved by the Owner.

2.7 EXTRA WORK

A. No money will be paid to the Contractor for any additions, deletions or revisions in the Work as stipulated in Article 10.1 of the General Conditions (Document 00 72 00), unless a contract Modification for such has been made in writing and validly executed by the Owner and Contractor.

PART 3 COVENANTS

3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

A. Owner and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the Owner and the Contractor. No assignment will release or discharge the Owner or the Contractor from any duty or responsibility under the Contract Documents unless specifically stated to the contrary in any written consent to an assignment.

B. Contractor shall make no assignment of money that is due without the Owner's

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written consent (except to the extent that the effect of this restriction may be limited by Law or Regulation).

3.2 BINDING TERMS

A. The Agreement, with all its forms, plans, specifications and stipulations, shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

3.3 INDEMNIFICATION

A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00) as modified by Supplemental Conditions (Document 00 73 00).

3.4 DISPUTE RESOLUTION

A. In General:

1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this Article shall be final and binding in any suit or action arising under this Construction Contract, including any actions by Contractor or others against Owner or any of Owner's agents, consultants, or employees.

2. Compliance with provisions of this Article shall be a condition precedent prior to any legal action by the Contractor or any of Contractor's Subcontractors and Suppliers against Owner or any of Owner's agents, consultants, or employees.

3. The provisions of this Article shall not preclude or limit judicial review of issues of law.

B. Disputes Not Related to the Guarantee of the Work: Any dispute arising under the Construction Contract concerning a question of fact, not related to the guarantee of the Work (Part 13 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the following procedure.

1. Any decision by Engineer interpreting the requirements of the Contract Documents may be appealed in writing to the Engineer. The Engineer's decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the Contractor. The decision of Engineer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to Engineer a written appeal to the Owner.

2. Within 15 days from the receipt of any such appeal, the City Administrator shall issue a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Administrator shall be final and conclusive unless, within 15 days from the date of receipt of such decision, the Contractor mails or otherwise

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furnishes to the City a written appeal to a Dispute Committee.

3. The Dispute Committee shall consist of the Owner's Attorney, the Mayor, and an independent engineer selected by the Owner.

4. Said Committee shall have authority to investigate the appeal.

5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the Contractor.

6. The decision of said Committee shall be the final binding interpretation of the facts which are the subject of the appeal.

C. Disputes Related to the Guarantee: Except as otherwise provided by contract Modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the provisions of Paragraph 3.4B above.

D. Work During Appeal: Notwithstanding the pendency of any protest or appeal provided above, Contractor shall, if so ordered by Engineer, proceed with the Work under the Contract Documents according to Engineer's direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse Contractor from the requirements of the Contract Documents, including, but not limited to, the Contract Time.

E. Appeals of Termination or Suspension: Any decision of Owner to terminate or suspend the Work shall not be subject to the provisions of this Article.

3.5 ATTORNEY'S FEES.

A. In the event that either party institutes any action or proceeding against the other relating to the breach of any term of this agreement, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorney fees, incurred therein by the successful party.

3.6 CONTRACTOR'S REPRESENTATIONS.

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

A. that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

B. that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

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C. that it is authorized to do business in the State of Utah and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

D. that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

E. that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill and diligence of such a contract.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the work called for hereunder.

3.7 SPECIAL PROVISIONS REGARDING NONFUNDING

The Contractor specifically understands and agrees that funds are not presently available for performance of this Agreement beyond the end of Owner's fiscal year, which is June 30, 2024. Each party's obligation for performance of this Agreement beyond such date is contingent upon funds being budgeted and appropriated for payment with respect to this Agreement. If no such funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriation due to insufficient revenues, resulting in insufficient funds for the payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the parties as to such fiscal years (or any succeeding fiscal year), and all obligations thereunder shall terminate and become null and void on the first day of the fiscal year on which funds were not budgeted or appropriated or in the event of reduction in appropriation on the last day before the reduction became effective (except as those portions of payments herein then agreed upon for which funds are appropriated and budgeted.) Such said termination shall not be construed as a breach of or a default under this Agreement and such termination shall be without penalty, additional payment, or other charges of any kind whatsoever to Contractor and no right of action or damage or other relation shall accrue to the benefit of the Contractor as to this Agreement, or any portion thereof, which may so terminate and become null and void.

3.8 CONTRACT DOCUMENTS.

Contract Documents include the most current version of the *Manual of Standard Specifications,* published by Utah LTAP Center, Utah State University, and the most current version of the *Manual of Standard Plans,* published by Utah LTAP Center, Utah State University, and those documents included in the term "Contract Documents" as defined therein.

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PART 4 EXECUTION

4.1 EFFECTIVE DATE.

A. **Owner and Contractor executed this Agreement and declared it in effect as of the _____ day of _____, 20__.**

IN WITNESS WHEREOF, we have hereunto set our hands and seal at Herriman, Utah, on the day and year first above written:

HERRIMAN CITY, OWNER

By _____

Nathan Cherpeski, City Manager

Attest:

_____

Jackie Nostrom, City Recorder

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

Approved as to form:

_____

Matthew Brooks, Assistant City Attorney

HERRIMAN CITY

_____

RoadSafe Traffic Systems, Inc.

By Paul Cheever

Docusign Envelope ID: B92635AB-9CB4-4046-B4A1-67D879E4E13A

Its Branch Manager | 3210

Attest:

Kendale Searle

By Kendale Searle

END OF DOCUMENT

Docusign Envelope ID: B92635AB-9CB4-4046-B4A1-67D879E4E15A

DocuSign Envelope ID: 3A2820FC-8D2D-4D10-A59A-3B77FD23B90F

DOCUMENT 00 63 63
CHANGE ORDER

DATED: January 25, 2024
CONTRACTOR: RoadSafe Traffic Systems, Inc.
Address: [redacted]

Change Order No.: 1 R2
Project No.: **00 52 43**

PROJECT: 2023 Striping Contract
OWNER: Herriman City

Original Contract Amount: $201,009.70

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

This Change order provides for:

1 Reason for change: Removal and Striping Overages
2 Description of change: Overages
3 Change in contract cost:

Item #	Description of Changes	Quantity	Unit	Unit Price	Decrease in Contract Amount	Increase in Contract Amount
A3	Removal of Existing Striping, 4"	79	LF	$ 5.00		$ 395.00
A4	Black Out Exisint Crosswalk	365	LF	$ 9.50		$ 3,467.50
A5	School (Zebra) Xwalk nstallation	56	LF	$ 5.900		$ 327.45
A6	Angled High-Vis Xwalk Installatio	5	LF	$ 14.50		$ 72.50
A7	White Pavement Marking Paint	0.7	GAL	$ 30.00		$ 21.00
A10	Removal of Pavement Messages	2	EA	$ 95.00		$ 190.00
B1	White Pavement Marking Paint	4.1	GAL	$ 30.00		$ 123.00
B2	Yellow Pavement Marking Paint	-134.3	GAL	$ 30.00		$ (4,029.00)
B2	Yellow Pavement Marking Paint	12	GAL	$ 30.00		$ 360.00
	Subtotals:				$ -	$ 927.45
	Net Change in Contract Price:					**$ 927.45**

The amount of the contract will be " increased " decreased by the sum of (Written): Nine-hundred twenty-seven dollars and forty-five cents — $ 927.45 DOLLARS

The contract total including this and previous change orders will be: $ 201,937.15 DOLLARS

4 Change in Contract time: + Increase - Decrease: 0 Days
New Completion Date:

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

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

APPROVED BY: DocuSigned by: Contractor Date: 1/28/2024

APPROVED BY: Nathan Cherpeski C196A6669EF040F... City Manager Date: 1/30/2024 | 6:55 AM PST

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

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DOCUMENT 00 41 43
BID FORM

PART 1 GENERAL

1.1 BIDDER

A. The Bidder is as follows

Name: RoadSafe Traffic Systems

Address: [redacted]

Telephone number: [redacted] Email Address [redacted]

Tax identification number: 26-1084418

Contract contact: Kendale Searle 801-592-7793

B. Bidder holds license number 1214703-5501, issued on the 5th day of February, 2021, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a E100,S270,S440 Contractor. License renewal date is the 30th day of November, 2023.

C. The undersigned hereby acknowledges receipt of the following Addenda.
Addendum # 1 Kendale Searle

(List Each Addenda Number)

1.2 BID PROPOSAL

A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as

HERRIMAN CITY
2023 Striping Contract

B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule and understands that quantities for Unit Price Work are not guaranteed.

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C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to insure compliance with all requirements of the Contract Documents.

D. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Award, and to begin work within ten (10) days after being notified to do so by the OWNER.

E. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.

F. It is understood that the OWNER has the right to reject this proposal or to accept it, or any portion therein, at the prices listed in the Bid Schedule.

1.3 REFERENCES

A. APWA 01 29 00: Payment Procedures.
B. Document 00 52 43: Agreement.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

A. This document will be added to the Agreement by reference.

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PART 2 BID SCHEDULE

2.1 BASE BID

A. The Base Bid covers work on Bid Schedule A, B. Total Quantities are best estimates, any additional quantities to be based on unit prices.

Bid Schedule A – Striping Adjustments

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
A1	Mobilization	1	LS	$ 8500.00	$ 8500.00
A2	Traffic Control	1	LS	$ 4500.00	$ 4500.00
A3	Removal of Existing Striping, 4-Inch	93	LF	$ 5.00	$ 465.00
A4	Black Out Existing Crosswalk	82	LF	$ 9.50	$ 779.00
A5	School (Zebra) Crosswalk Installation	148	LF	$ 5.90	$ 873.20
A6	Angled High-Vis Crosswalk Installation	82	LF	$ 14.50	$ 1189.00
A7	White Pavement Marking Paint	2	GAL	$ 30.00	$ 60.00
A8	Pavement Message	7	EA	$ 50.00	$ 350.00
A9	Arrow Marking (2009 MUTCD)	2	EA	$ 35.00	$ 70.00
TOTAL BID SCHEDULE A		**= $**			16,786.20

Bid Schedule B – Restripe Existing

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
B1	White Pavement Marking Paint	1240	GAL	$30.00	$37,200.00
B2	Yellow Pavement Marking Paint	1000	GAL	$30.00	$30,000.00
B3	12" Solid White Line (SWL) (Crosswalks & Stop Bars)	33500	LF	$1.35	$45,225.00
B4	School (Zebra) Crosswalks – 10' Wide	7300	LF	$5.90	$43,070.00
B5	Yield Line (2009 MUTCD)	115	LF	$5.90	$678.50
B6	Arrow Marking (2009 MUTCD)	475	EA	$35.00	$16,625.00
B7	Bike Symbol & Arrow Marking (2009 MUTCD)	75	EACH	$35.00	$2,625.00
B8	Pavement Message Marking (2009) MUTCD	176	EACH	$50.00	$8,800.00

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Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
TOTAL BID SCHEDULE B		=	$ 184,223.50		

TOTAL BID SCHEDULE A + B	=	$ 201,009.70

TOTAL BID PRICE FOR SCHEDULE A AND B:

Two hundred one thousand nine dollars & 70/100 DOLLARS ($ 201,009.70)
(use words)

Date 5/24/2023

Respectfully Submitted,

RoadSafe Traffic Systems
Bidder

(Corporate Seal)

If bid is by corporation

By: Kendale Searle
Name and Title

Witness

Docusign Envelope ID: B92633AB-9CB4-4046-B4A1-67D879E4E13A

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DOCUMENT 00 43 36
SUBCONTRACTOR AND SUPPLIER REPORT

PART 1 GENERAL

1.1 **BIDDER**

A. Name: RoadSafe Traffic Systems

Address: [redacted]

B. Telephone Number: [redacted]

1.2 **CONSTRUCTION CONTRACT**

A. The Construction Contract is known as:

HERRIMAN CITY
2023 Striping Contract

PART 2 REPORT

2.1 **SUBCONTRACTOR AND SUPPLIER REPORT**

A. Failure of the Bidder to specify a Subcontractor for any portion of the Work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion.

B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.

D. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 2 percent of the Bid sum) are set forth as follows:

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DOCUMENT 00 45 43
BIDDER STATUS REPORT

PART 1 GENERAL

1.1 **BIDDER**

A. Name: RoadSafe Traffic Systems

B. Address: [redacted]

C. Telephone number: [redacted]

1.2 **CONSTRUCTION CONTRACT**

A. The Construction Contract is known as:

HERRIMAN CITY
2023 Striping Contract

PART 2 REPORT

2.1 **BIDDER STATUS REPORT**

A. Bidder affirms the following information is true and correct.

1. Number of employees: 1500+
2. Bidder's firm is: (check the following as applicable)

[___] Independently owned and operated.

[___] An affiliate of*

[___] A subsidiary of*

[___] A division of*

[X] A business with gross revenue in excess of $383,000,000

[___] A business with gross revenue below $_____

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* PARENT COMPANY:

Name: RoadSafe Traffic Systems

Address: [redacted]

Telephone number: [redacted]

Fax Number:

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of May 19th, 2023.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's Signature: Kendale Searle

B. Please print Bidder's name here: Kendale Searle

C. Title: Estimator

END OF DOCUMENT

Docusign Envelope ID: B92635AB-9CB4-4046-B4A1-67D679E4E13A

CERTIFICATE OF LIABILITY INSURANCE

10/3/2023

DATE (MM/DD/YYYY) 12/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
[redacted]

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
1483533 Roadsafe Traffic Systems
[redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pitts. PA	19445
INSURER B : Steadfast Insurance Company	26387
INSURER C : AXIS Surplus Insurance Company	26620
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E : AIU Insurance Company	19399
INSURER F :	

COVERAGES 624 CERTIFICATE NUMBER: 19171762 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	N	N	GL 1729018	10/3/2022	10/3/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 5,000,000 $ 4,000,000 $
A A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	AL 4594477 (AOS) AL 4594478 (MA) AL 4594479 (VA)	10/3/2022 10/3/2022 10/3/2022	10/3/2023 10/3/2023 10/3/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 3,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ $0	N	N	G72544134 002	10/3/2022	10/3/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 035901929 (AOS)	10/3/2022	10/3/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
C	EXCESS GENERAL LIAB.	N	N	P-001-000044004-05	10/3/2022	10/3/2023	$3,000,000 Occ/$6,000,000 Gen. Agg	
B	EXCESS AUTO			SXS 3083708-00	10/3/2022	10/3/2023	$2,000,000 each occ	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

19171762
Evidence of Insurance

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment Code: D598087 Master ID: 1483533, Certificate ID: 19171762

Coverage	Limits	NAIC	Carrier	Policy Term	Policy Number
Excess Liability	$2,500,000 p/o $5,000,000 xs Umbrella	10120	Everest Insurance (Ireland) DAC	10/3/2022 – 10/3/2023	NAMCA2201282
Excess Liability	$2,500,000 p/o $5,000,000 xs Umbrella	35378	Evanston Insurance Company	10/3/2022 – 10/3/2023	MKLV6XL30000343

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Attachment Code: D582370 Master ID: 1483533, Certificate ID: 19171762

Workers Compensation Policies

Policy Number	Carrier	Limits
WC 035901931 (WI)	AIU Insurance Company	Statutory/$1,000,000/$1,000,000/$1,000,000
WC 035901930 (CA)	AIU Insurance Company	Statutory/$1,000,000/$1,000,000/$1,000,000

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STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

ROADSAFE TRAFFIC SYSTEMS, INC
[redacted]

EFFECTIVE 02/05/2021
EXPIRATION 11/30/2023

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
12147035-5501 Contractor With LRF
E100, S270, S440
DBAs: None Associated

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

ROADSAFE TRAFFIC SYSTEMS, INC
8750 W BRYN MAWR AVE # 400
CHICAGO IL 60631

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: 02/05/2021

EXPIRATION DATE: 11/30/2023

ISSUED TO: ROADSAFE TRAFFIC SYSTEMS, INC
[redacted]

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

12147035-5501 Contractor With LRF DBAs: None Associated

E100, S270, S440

Form #1

Docusign Envelope ID: B92635AB-9CB4-4048-B4A1-67D879E4E15A

Business License

Bluffdale City
2222 West 14400 South
Bluffdale, UT 84065
801-254-2200

BLUFFDALE

THIS CERTIFIES THAT

RoadSafe Traffic Systems, Inc.

[redacted]

This license is granted to the Named Company to do business in Bluffdale City, Salt Lake County, State of Utah, for the amount of $100.00. This license is subject to the provisions of the Ordinance of said Bluffdale City relating to licenses and having paid the fee as noted above to the City Treasurer.

License Type	License Number	Issue Date	Expire Date
Commercial	1658	05/03/2022	05/31/2023

Mayor

City Recorder

This license is not transferrable - This license should be posted in a conspicuous place

Docusign Envelope ID: B92633AB-9CB4-4046-B4A1-67D879E4E13A

DOCUMENT 00 43 13
BID BOND

ext here

KNOW ALL MEN BY THESE PRESENTS, THAT WE RoadSafe Traffic Systems, Inc.
[redacted]
as Principal, hereinafter called the Principal, and Federal Insurance Company
[redacted]
a corporation duly organized under the laws of the State of IN
as Surety, hereinafter called the Surety, are held and firmly bound unto Herriman City
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5% of Amount Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for **Herriman City 2023 Striping Contract**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of May, 2023.

RoadSafe Traffic Systems, Inc.
(Principal)
By: Kenneth Senese (Title) Estimator

Witness:

Federal Insurance Company
(Surety)
By: Ashley Martin, Attorney-In-Fact (Title)

Witness: Kathleen M. Coen, Witness

END OF DOCUMENT

Docusign Envelope ID: B92635AB-9CB4-4046-B4A1-67D679E4E15A

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Gary J. Giulietti, Holly L. Lynch and Ryan Murphy of Farmington, Connecticut; Kathleen M. Coen, Abigail E Curtiss, Jordan Fisher, Jessica Hedrick, Ashley Martin, Holly Tallone and Julia Zalesky of Blue Bell, Pennsylvania

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 24th day of April, 2023.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss

On this 24th day of **April 2023** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 31st Day of May, 2023

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Docusign Envelope ID: B92635AB-9CB4-4046-B4A1-67D679E4E13A

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2022

(In thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ 123,147	Outstanding Losses and Loss Expenses	$ 8,263,034
United States Government, State and Municipal Bonds	3,769,695	Reinsurance Payable on Losses and Expenses	1,723,796
Other Bonds	6,984,508	Unearned Premiums	2,632,580
Stocks	245,498	Ceded Reinsurance Premiums Payable	360,182
Other Invested Assets	1,979,194	Other Liabilities	471,528
TOTAL INVESTMENTS	12,082,042	TOTAL LIABILITIES	14,471,130
Investments in Affiliates:			
Great Northern Ins. Co.	422,405	Capital Stock	20,980
Vigilant Ins. Co.	361,723	Paid-In Surplus	2,711,474
Chubb Indemnity Ins. Co.	185,044	Unassigned Funds	1,545,403
Chubb National Ins. Co.	194,379	SURPLUS TO POLICYHOLDERS	4,277,857
Other Affiliates	124,046		
Premiums Receivable	1,659,933		
Other Assets	3,519,415		
TOTAL ADMITTED ASSETS	$ 18,748,987	TOTAL LIABILITIES AND SURPLUS	$ 18,748,987

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of $512,747,632 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2022

Sworn before me this March 16, 2023

Senior Vice President

Notary Public

September 19, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Jaime L. Yates, Notary Public
Philadelphia County
My commission expires September 19, 2023
Commission number 1357070
Member, Pennsylvania Association of Notaries

Docusign Envelope ID: B92635AB-9CB4-4046-B4A1-67D879E4E15A

HERRIMAN CITY

Herriman City - 2023 City Striping Contract
BID ADDENDUM #1
May 19, 2023

Introduction

Bid Addendum #1 contains revisions to the contract documents associated with:

- Bid Quantities & Measurements

Summary of Changes

- 00 41 43 Bid Form
  - Inserted two new bid items to match drawings (A3 & A4)
- 01 22 00 Measurement and Payment
  - Inserted new paragraph for bid item A6
  - Rearranged paragraphs and updated Bid Item numbers.

NOTE: All Changes to Bid Documents are designated in Addendum # 1 by a red text.

Bidders Acknowledgment

- Bidders shall acknowledge receipt of all Addenda in the space provided on the Bid Form when submitting Bid.

Sincerely,

Herriman City

Bryce Terry
Assistant City Engineer

EXHIBIT A-1
Agreement Extension #1

Docusign Envelope ID: B92635AB-9CB4-4048-B4A1-67D679E4E13A

AGREEMENT EXTENSION

THIS EXTENSION TO THE AGREEMENT ("*Agreement Extension*") is made effective this 13th day of June, 2024, by and between HERRIMAN CITY, a Utah municipality ("*Herriman*" or "Owner") and **ROADSAFE TRAFFIC SYSTEMS, INC.**, a Utah corporation ("*Contractor*"). Herriman and **RoadSafe Traffic Systems, Inc.**, may also be referred to as a Party or collectively as the Parties.

RECITALS

A. On or about **July 3, 2023**, the Parties entered into an Agreement for the **Herriman City 2023 Striping Contract** project ("*Original Agreement*").

B. As stated in section 2.2.C. of the Original Agreement, Owner and Contractor have the right to extend the Agreement Terms annually for a maximum of two years (Fiscal Years 2025 and 2026).

C. The Parties both acknowledge that the Additional Work is necessary to complete the Services as set forth in the Original Agreement.

D. The Parties have come to an understanding about the additional scope and cost of the Additional Work needed to complete the Agreement Extension.

E. The parties desire to extend the Original Agreement as set forth herein to capture their understanding of the scope and costs associated with the Additional Work.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Additional Work**. The Original Agreement (see attached Exhibit A) is extended for one Fiscal Year (2025) to include the following services (see attached Exhibit A-1 for additional detail): Agreement Extension in the amount of **$224,154.46** to include:

   a. **Schedule A**
   b. **Schedule B**

2. **Additional Fee**. In addition to the Fee set forth in the Original Agreement for Contractor's performance of the Services, Herriman agrees to pay Contractor **$224,154.46** for the Additional Work (see attached Exhibit A-2 and A-3). As stated in section 2.2.D. of the Original Agreement, a three percent (3%) increase to the initial Unit Prices of Bid Schedules A and B has been implemented.

3. **Work Carried Over**. The Services of Schedules A and B in the Original Agreement were not completed in full. The Original Agreement, including Change Order 1 in the amount of $927.45, totaled $201,937.15; and of this total, Herriman paid Contractor $135,190.29 for services completed. The quantities that were incomplete amount to a total of $66,746.86, which will not be paid out as part of the Original Agreement. The Agreement Extension will not include the incomplete services and will total $224,154.46. A map and a description of the incomplete areas are attached, as well as the 2023 City Striping Project Budget Summary to show the amounts that were paid to Contractor (see Exhibit A-3).

Docusign Envelope ID: B92635AB-9CB4-4048-B4A1-67D879E4E13A

4. **Contract Time**. The Agreement Extension will begin on **June 1, 2024**, and the Substantial Completion for Schedules A & B is to be no later than **October 15, 2024**. On-call services may be requested as needed through **June 30, 2025**, and will follow the same unit pricing as Schedules A & B.

5. **Original Agreement Otherwise Unchanged.** Unless otherwise amended as provided herein, all other provisions of the Original Agreement remain unchanged and enforceable.

IN WITNESS WHEREOF, Herriman has caused this Agreement Extension to be signed by its City Manager, and Contractor has caused the same to be signed and delivered.

HERRIMAN CITY

DocuSigned by:
Nathan Cherpeski
F4E6956D01D7455...
6/25/2024 | 5:05 PM MDT

Nathan Cherpeski
City Manager

DocuSigned by:

ATTEST

DocuSigned by:
F6AFD62AE5A2443...
6/25/2024 | 5:29 PM MDT

Jackie Nostrom
City Recorder

Matthew Brooks
City Assistant Attorney
Approved as to form and legality

ROADSAFE TRAFFIC SOLUTIONS, INC.

Signature:

Print Name: Paul Cheever

Title: Branch Manager | 3210

Docusign Envelope ID: B92635AB-9CB4-4048-B4A1-67D879E4E13A

EXHIBIT A-2
Detailed Additional Fee

2024 Contract Pricing
Date: May 1, 2024

HERRIMAN CITY

				RoadSafe Traffic Systems		
Item #	Description	2024 Quantity	Unit	2023 Unit Price	2024 Unit Price	2024 Total Amount
A1	Mobilization	1	LS	$ 8,500.00	$ 8,755.00	$ 8,755.00
A2	Traffic Control	1	LS	$ 4,500.00	$ 4,635.00	$ 4,635.00
A3	Removal of Existing Striping, 4-Inch	306	LF	$ 5.00	$ 5.15	$ 1,575.90
A4	Remove Existing Crosswalk	80	LF	$ 9.50	$ 9.79	$ 782.80
A5	School (Zebra) Crosswalk Installation	0	LF	$ 5.90	$ 6.08	$ -
A6	Angled High-Vis Crosswalk Installation	225	LF	$ 14.50	$ 14.94	$ 3,360.38
A7	White Pavement Marking Paint	1	GAL	$ 30.00	$ 30.90	$ 30.90
A8	Pavement Message	0	EA	$ 50.00	$ 51.50	$ -
A9	Arrow Marking (2009 MUTCD)	2	EA	$ 35.00	$ 36.05	$ 72.10
A10	Remove Arrow Marking	1	EA	$ -	$ 45.00	$ 45.00
A11	12" SWL (Crosswalk)	160	lf	$ -	$ 1.39	$ 222.48
TOTAL BID SCHEDULE A - Striping Adjustments						**$ 19,479.56**
B1	White Pavement Marking Paint	1405	GAL	$ 30.00	$ 30.90	$ 43,414.50
B2	Yellow Pavement Marking Paint	1138	GAL	$ 30.00	$ 30.90	$ 35,164.20
B3	12" Solid White Line (SWL) (Crosswalks & Stop Bars)	37500	LF	$ 1.35	$ 1.39	$ 52,143.75
B4	School (Zebra) Crosswalks - 10' Wide	7300	LF	$ 5.90	$ 6.08	$ 44,362.10
B5	Yield Line (2009 MUTCD)	115	LF	$ 5.90	$ 6.08	$ 698.86
B6	Arrow Marking (2009 MUTCD)	475	EA	$ 35.00	$ 36.05	$ 17,123.75
B7	Bike Symbol & Arrow Marking (2009 MUTCD)	75	EACH	$ 35.00	$ 36.05	$ 2,703.75
B8	Pavement Message Marking (2009 MUTCD)	176	EACH	$ 50.00	$ 51.50	$ 9,064.00
B9	Angled High-Vis Crosswalk Installation	100	LF	$ -	$ 14.94	$ -
TOTAL BID SCHEDULE B - Restripe Existing						**$ 204,674.91**

Total Bid Price: **$ 224,154.46**

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Docusign Envelope ID: B92635AB-9CB4-4048-B4A1-67D879E4E13A

EXHIBIT A-3
Detailed Work Carried Over

Re: Herriman Striping - Contract Extension for 2024

Jeremiah Hill [redacted]
Tue 3/26/2024 12:58 PM
To:Emily Gentry <egentry@herriman.org>;Kendale Searle [redacted];Brent Bishop [redacted];Paul Cheever <[redacted]

3 attachments (289 KB)
Outlook-vpffwr0a; Outlook-swcf5r5s; HCrestripingMap2023_remainingMSGs.pdf;

Caution: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Emily,

Attached is a copy of the restriping map that shows the roads that have not been completed (highlighted). This is just for the message or handwork (xwalks, stopbars, arrows, etc.). I believe we have completed all of the longline or truck work.
Please let us know if you have any questions or need anything else.
All the best,

Jeremiah

RoadSafe® TRAFFIC SYSTEMS
Life on the road

[redacted]

This message and any attachments may contain confidential or privileged information and are only for the use of the intended recipient of this message. If you are not the intended recipient, please notify the sender by return email, and delete or destroy this and all copies of this message and all attachments. Any unauthorized disclosure, use, distribution, or reproduction of this message
or any attachments is prohibited and may be unlawful.

From: Emily Gentry <egentry@herriman.org>
Sent: Monday, March 4, 2024 12:58 PM
To: Jeremiah Hill [redacted]; Kendale Searle [redacted]; Brent Bishop [redacted]; Paul Cheever <[redacted]
Subject: Re: Herriman Striping - Contract Extension for 2024

CAUTION: This email originated from outside the company. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Hi Jeremiah,

Docusign Envelope ID: B92635AB-9CB4-4046-B4A1-67D879E4E13A

RoadSafe Traffic Systems, Inc.

2023 City Striping

Project Budget Summary

Original Contract Amount	$	201,009.70
Project GL Code		**10-65-240**

Contractor			
RoadSafe			
NTE		$	201,937.15
Change Orders		$	927.45
FY24 Sch A		FY24 Sch B	
$	3,245.25	$	41,481.68
$	4,896.30	$	48,829.15
$	7,600.38	$	18,664.00
$	4,455.50	$	5,322.42
		$	(3,827.55)
$	20,197.43	$	110,469.70
Total Paid		$	135,190.29
Remaining		$	66,746.86
% Complete			67%
Retainage Paid 5/8/2024		$	4,523.16

Paid

Remaining

*The remaining work was not completed as part of the Original Agreement; these quantities/locations have been rolled into the Agreement Extension for FY25.

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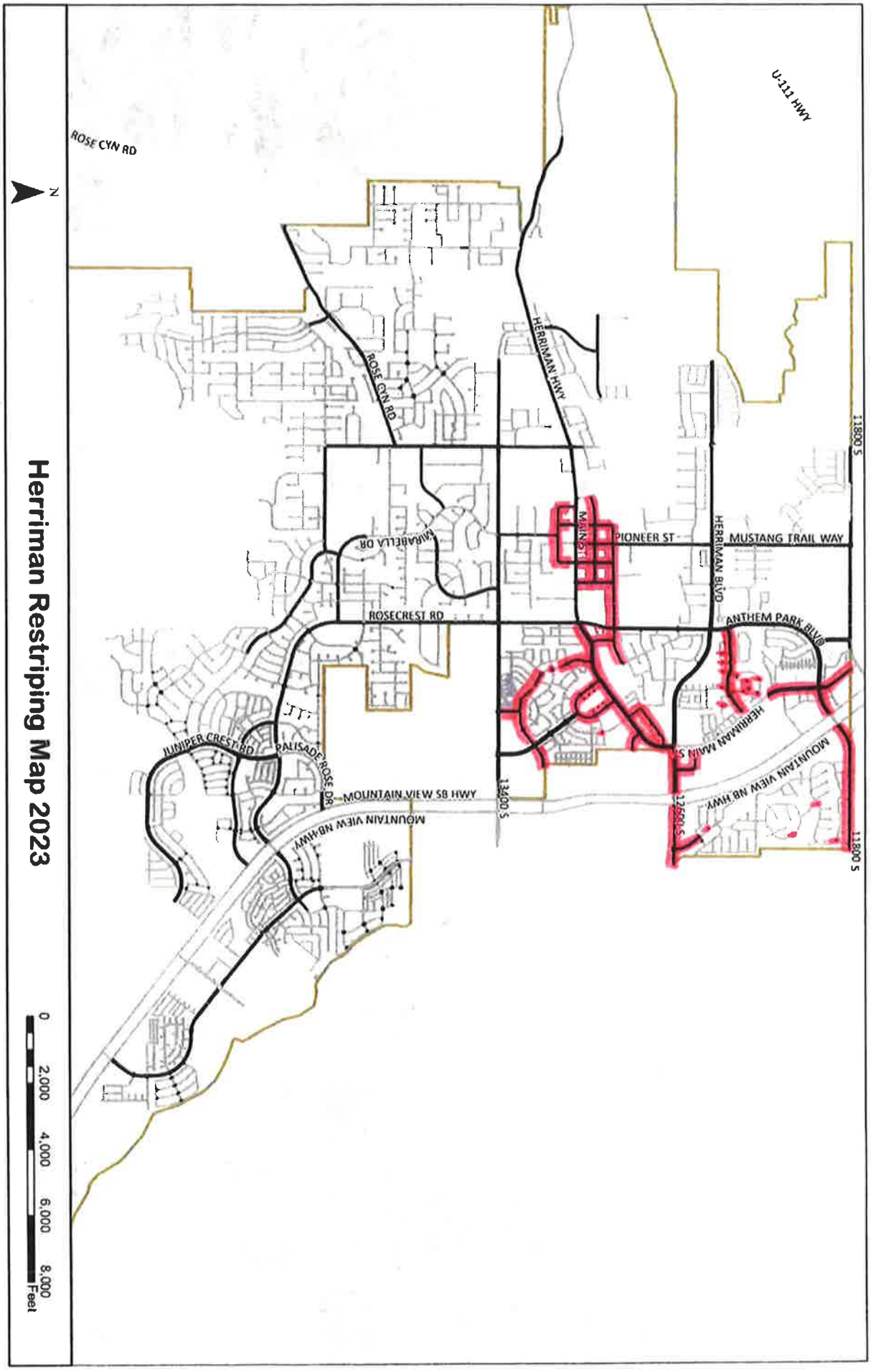


EXHIBIT A-5
Agreement Extension #2

Docusign Envelope ID: B92635AB-9CB4-4046-B4A1-67D879E4E13A

AGREEMENT EXTENSION #2

THIS EXTENSION TO THE AGREEMENT ("*Agreement Extension*") is made effective this 24th day of April, 2025, by and between HERRIMAN CITY, a Utah municipality ("*Herriman*" or "Owner") and **ROADSAFE TRAFFIC SYSTEMS, INC.**, a Utah corporation ("*Contractor*"). Herriman and **RoadSafe Traffic Systems, Inc.**, may also be referred to as a Party or collectively as the Parties.

RECITALS

A. On or about **July 3, 2023**, the Parties entered into an Agreement for the **Herriman City 2023 Striping Contract** project ("*Original Agreement*") in the amount of $201,009.70, and the first Agreement Extension ("*Agreement Extension #1*") was executed on or about June 25, 2024 in the amount of $224,154.46.

B. As stated in section 2.2.C. of the Original Agreement, Owner and Contractor have the right to extend the Agreement Terms annually for a maximum of two years (Fiscal Years 2025 and 2026).

C. The Parties both acknowledge that the Additional Work is necessary to complete the Services as set forth in the Original Agreement.

D. The Parties have come to an understanding about the additional scope and cost of the Additional Work needed to complete the second Agreement Extension ("*Agreement Extension #2*").

E. The parties desire to extend the Original Agreement as set forth herein to capture their understanding of the scope and costs associated with the Additional Work.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Additional Work**. The Original Agreement (see attached Exhibit A) is extended for one Fiscal Year (2026) to include the following services (see attached Exhibit A-4 for additional detail): Agreement Extension #2 in the amount of **$252,946.88** to include:

   a. **Schedule A – Striping Adjustments**
   b. **Schedule B – Restripe Existing**

2. **Additional Fee**. In addition to the Fee set forth in the Original Agreement and Agreement Extension #1 for Contractor's performance of the Services, Herriman agrees to pay Contractor **$252,946.88** for the Additional Work (see attached Exhibit A-4). As stated in section 2.2.D. of the Original Agreement, a three percent (3%) increase to the Unit Prices of Bid Schedules A and B in Agreement Extension #1 has been implemented. All fees from the Original Agreement and Extension #1 have been paid in full.

3. **Contract Time**. The Agreement Extension will begin on **April 24, 2025**, and the Substantial Completion for Schedules A & B is to be no later than **September 30, 2025**. On-call services may be requested as needed through **June 30, 2026** and will follow the same unit pricing as Schedules A & B.

Docusign Envelope ID: B92635AB-9CB4-4048-B4A1-67D879E4E13A

4. **Original Agreement Otherwise Unchanged.** Unless otherwise amended as provided herein, all other provisions of the Original Agreement remain unchanged and enforceable.

IN WITNESS WHEREOF, Herriman has caused this Agreement Extension to be signed by its City Manager, and Contractor has caused the same to be signed and delivered.

HERRIMAN CITY

DocuSigned by:
Nathan Cherpeski
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4/28/2025 | 1:02 PM MDT

Nathan Cherpeski
City Manager

Signed by:

ATTEST

DocuSigned by:
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4/30/2025 | 12:00 PM MDT

Jackie Nostrom
City Recorder

Matthew Brooks
City Assistant Attorney
Approved as to form and legality

ROADSAFE TRAFFIC SOLUTIONS, INC.

Signature: Kendale Searle

Print Name: Kendale Searle

Title: Estimator

Docusign Envelope ID: B92635AB-9CB4-4048-B4A1-67D879E4E13A

EXHIBIT A-4
2025 Agreement Extension Breakdown

Docusign Envelope ID: B92635AB-9CB4-4046-B4A1-07D879E4E15A

Date: April 07, 2025

HERRIMAN CITY

				RoadSafe Traffic Systems		
Item #	Description	2025 Quantity	Unit	2024 Unit Price	2025 Unit Price	2025 Total Amount
A1	Mobilization	1	EA	$ 8,755.00	$ 9,017.65	$ 9,017.65
A2	Traffic Control	1	EA	$ 4,635.00	$ 4,774.05	$ 4,774.05
A3	Removal of Existing Striping, 4-Inch	4548	LF	$ 5.15	$ 5.30	$ 24,124.23
A4	Angled High-Vis Crosswalk Installation	32	LF	$ 14.94	$ 15.38	$ 492.26
A5	White Pavement Marking Paint	24	GAL	$ 30.90	$ 31.83	$ 763.85
A6	Yellow Pavement Marking Paint	10	GAL	$ 30.90	$ 31.83	$ 318.27
A7	Bike Symbol & Arrow Marking (2009 MUTCD)	8	EA	$ 36.05	$ 37.13	$ 297.05
A8	Pavement Message	9	EA	$ 51.50	$ 53.05	$ 477.41
A10	Arrow Marking (2009 MUTCD)	15	EA	$ 36.05	$ 37.13	$ 556.97
A11	Remove Arrow Marking	15	EA	$ 45.00	$ 46.35	$ 695.25
A12	Marking Blackout	565	LF	$ 1.39	$ 1.43	$ 809.58
A13	12" Solid White Line (SWL) (Crosswalks & Stop Bars)	47	LF	$ 45.00	$ 46.35	$ 2,180.77
TOTAL BID SCHEDULE A - Striping Adjustments						**$ 41,516.98**
B1	White Pavement Marking Paint	1357	GAL	$ 30.90	$ 31.83	$ 43,189.24
B2	Yellow Pavement Marking Paint	1051	GAL	$ 30.90	$ 31.83	$ 33,450.18
B3	12" Solid White Line (SWL) (Crosswalks & Stop Bars)	34273	LF	$ 1.39	$ 1.43	$ 49,086.30
B4	School (Zebra) Crosswalks - 10' Wide	8000	LF	$ 6.08	$ 6.26	$ 50,074.48
B5	Yield Line (2009 MUTCD)	216	LF	$ 6.08	$ 6.26	$ 1,352.01
B6	Arrow Marking (2009 MUTCD)	511	EA	$ 36.05	$ 37.13	$ 18,974.20
B7	Bike Symbol & Arrow Marking (2009 MUTCD)	155	EACH	$ 36.05	$ 37.13	$ 5,755.38
B8	Pavement Message Marking (2009 MUTCD)	180	EACH	$ 51.50	$ 53.05	$ 9,548.10
B9	Angled High-Vis Crosswalk Installation	74	LF	$ 14.94	$ 15.39	$ 1,138.73
TOTAL BID SCHEDULE B - Restripe Existing						**$ 211,429.89**

Total Bid Price: **$ 252,946.88**

EXHIBIT A-6
Amended Additional Work

Schedule A - Striping Adjustments							
Item No.	Item	Estimated Quantity	Unit	2024 Unit Price	2025 Unit Price	2026 Unit Price	Total Estimated Price
A1	Mobilization	1	LS	$ 8,755.00	$ 9,017.65	$ 9,288.18	$ 9,288.18
A2	Traffic Control	1	LS	$ 4,635.00	$ 4,774.05	$ 4,917.27	$ 4,917.27
A3	Removal of Existing Striping, 4-Inch	0	LF	$ 5.15	$ 5.30	$ 5.46	$ -
A4	Angled High-Vis Crosswalk Installation	0	LF	$ 14.94	$ 15.38	$ 15.84	$ -
A5	White Pavement Marking Paint	1	GAL	$ 30.90	$ 31.83	$ 32.78	$ 20.32
A6	Yellow Pavement Marking Paint	0	GAL	$ 30.90	$ 31.83	$ 32.78	$ -
A7	Bike Symbol & Arrow Marking (2009 MUTCD)	0	EA	$ 36.05	$ 37.13	$ 38.24	$ -
A8	Pavement Message	0	EA	$ 51.50	$ 53.05	$ 54.64	$ -
A10	Arrow Marking (2009 MUTCD)	0	EA	$ 36.05	$ 37.13	$ 38.24	$ -
A11	Remove Arrow Marking	1	EA	$ 45.00	$ 46.35	$ 47.74	$ 47.74
A12	Marking Blackout	382	LF	$ 1.39	$ 1.43	$ 1.47	$ 561.54
A13	12" Solid White Line (SWL)(Crosswalks & Stop Bars)	169	LF	$ 45.00	$ 46.35	$ 47.74	$ 8,068.06
TOTAL BID SCHEDULE A							**$ 22,903.11**

Schedule B - Striping Adjustments							
Item No.	Item	Estimated Quantity	Unit	2024 Unit Price	2025 Unit Price	2026 Unit Price	Total Estimated Price
B1	White Pavement Marking Paint	793	GAL	$ 30.90	$ 31.83	$ 32.78	$ 25,994.54
B2	Yellow Pavement Marking Paint	684	GAL	$ 30.90	$ 31.83	$ 32.78	$ 22,421.52
B3	12" Solid White Line (SWL)(Crosswalks & Stop Bars)	26230	LF	$ 1.39	$ 1.43	$ 1.47	$ 38,558.10
B4	School (Zebra) Crosswalks - 10' Wide	6413	LF	$ 6.08	$ 6.26	$ 6.45	$ 41,363.85
B5	Yield Line (2009 MUTCD)	169	LF	$ 6.08	$ 6.26	$ 6.45	$ 1,090.05
B6	Arrow Marking (2009 MUTCD)	371	GAL	$ 36.05	$ 37.13	$ 38.24	$ 14,187.04
B7	Bike Symbol & Arrow Marking (2009 MUTCD)	99	EA	$ 36.05	$ 37.13	$ 38.24	$ 3,785.76
B8	Pavement Message Marking (2009 MUTCD)	161	EA	$ 51.50	$ 53.05	$ 54.64	$ 8,797.04
B9	Angled High-Vis Crosswalk Installation	106	EA	$ 14.94	$ 15.39	$ 15.85	$ 1,680.10
TOTAL BID SCHEDULE B							**$ 157,878.00**

TOTAL BID PRICE	**$ 180,781.11**

DATE: June 29, 2026

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Consideration of a Resolution amending the fiscal year 2027-2028 Job Classification and Salary Plan

---

RECOMMENDATION:
Staff recommend approval of the Resolution

ISSUE BEFORE COUNCIL:
Should the City Council adopt the Resolution as Presented?

ALIGNMENT WITH STRATEGIC PLAN:
LV 7 – Ensure fiscal sustainability within all City functions

BACKGROUND/SUMMARY:
Adopted changes to the Job Classification and Salary Plan neglected to consider the addition of a Public Safety pay grade for Crossing Guards.

DISCUSSION:
As part of revisions to the Public Safety pay grades, staff neglected to add an additional pay grade for the City's Crossing Guards. Due to this error, the lowest public safety grade (P10) has a higher starting wage ($19.88) than the fiscal year 2027 crossing guard wage ($17.11). Staff propose adding a P9 grade to rectify this error.

ALTERNATIVES:
The City Council may choose not to adopt the Schedule as presented.

ATTACHMENTS:
Resolution
Proposed Job Classification and Salary Plan

HERRIMAN, UTAH

RESOLUTION NO. R -2026

A RESOLUTION OF THE HERRIMAN CITY COUNCIL APPROVING AN AMENDMENT TO THE FISCAL YEAR 2027-2028 JOB CLASSIFICATION AND SALARY PLAN

WHEREAS, the Herriman City Council ("Council") met in regular meeting on July 8, 2026, to consider, among other things, approving an amendment to the 2027-2028 Job Classification and Salary Plan; and

WHEREAS, the Council has determined it necessary to amend the Job Classification and Salary Plan to reflect an additional pay grade; and

WHEREAS, The Council has determined it necessary to amend the approved Job Classification and Salary Plan to add a Public Safety P9 pay grade; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council that the fiscal years 2027 and 2028 Job Classification and Salary Plan is hereby amended as set forth on the attached Job Classification Plan.

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

PASSED AND APPROVED by the Council of Herriman, Utah, this 8th day of July, 2026.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder

City of Herriman Job Classification Plan Fiscal Year 2027 and 2028								
Position	**Grade**	**FY2024**	**FY2025**	**FY2026**	**FY2027**	**FY2028**	**Difference**	**Unfunded**
GIS								
GIS Manager	L16	1.0	1.0	1.0	1.0	1.0	-	-
GIS Technician I/II/III	O13 O14 O15	2.0	2.0	2.0	2.0	2.0	-	-
Total GIS		**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**-**	**-**
Planning								
Director of Planning	L18	1.0	1.0	1.0	1.0	1.0	-	-
Planning Manager	L17	1.0	1.0	1.0	1.0	-	(1.0)	-
Planner I/II/III	O13 O14 O15	2.0	2.0	2.0	2.0	3.0	1.0	-
Total Planning		**4.0**	**4.0**	**4.0**	**4.0**	**4.0**	**-**	**-**
Economic Development								
Economic Development Coordinator	O14	1.0	1.0	1.0	-	-	(1.0)	-
Senior Economic Development Specialist	O15	-	-	-	1.0	1.0	1.0	
Total Economic Development		**1.0**	**1.0**	**1.0**	**1.0**	**1.0**	**-**	**-**
Total Community Development		**19.0**	**19.0**	**19.0**	**20.0**	**20.0**	**1.0**	**-**
Public Safety								
Police								
Police Chief	P21	1.0	1.0	1.0	1.0	1.0	-	-
Police Deputy Chief	P20	1.0	1.0	1.0	1.0	1.0	-	-
Police Commander	P19	2.0	2.0	2.0	3.0	3.0	1.0	-
Police Sergeant	P16	8.0	8.0	8.0	9.0	9.0	1.0	-
Police Officer Police Master Officer	P14 P15	30.0	32.0	32.0	32.0	33.0	1.0	-
Police Office Coordinator	P14	1.0	1.0	1.0	1.0	1.0	-	-
Police Forensics Technician I/II	P12 P13	1.0	1.0	1.0	1.0	1.0	-	-
Police Victim Advocate	P12	1.0	1.0	1.0	1.0	1.0	-	-
Police Records Technician I/II	P11 P12	3.0	3.0	3.0	3.0	3.0	-	-
Total Police		**48.0**	**50.0**	**50.0**	**52.0**	**53.0**	**3.0**	**-**
Animal Services								
Animal Services Supervisor	P15	1.0	-	-	-	-	-	-
Animal Services Officer I/II/III	P11 P12 P13	2.0	3.0	3.0	3.0	3.0	-	-
Total Animal Services		**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**-**	**-**
Community Services								
Police Community Services Officer	P12	2.0	2.0	2.0	2.0	2.0	-	-
Emergency Management								
Emergency Management Planning Specialist	P14	0.5	0.5	0.5	-	-	(0.5)	-
Crossing Guards								
Crossing Guard Coordinator	P11	0.5	0.5	0.5	0.5	0.5	-	-
Crossing Guard Assistant Coordinator	P10	0.1	0.1	0.1	0.1	0.1	-	-
Crossing Guards	P9	7.8	8.1	8.7	8.7	8.7	-	-
Total Crossing Guards		**8.4**	**8.7**	**9.3**	**9.3**	**9.3**	**-**	**-**
Total Public Safety		**61.9**	**64.2**	**64.8**	**66.3**	**67.3**	**2.5**	**-**
Total General Fund		**171.3**	**174.6**	**174.8**	**175.3**	**176.3**	**4.5**	**1.0**
Development Services Fund								
Building Official	L18	1.0	1.0	1.0	1.0	1.0	-	-
Deputy City Engineer	L18	-	1.0	1.0	1.0	1.0	-	-
Engineer I/II/III	L15 L16 L17	1.0	-	-	-	-	-	-

City of Herriman Job Classification Plan Fiscal Year 2027 and 2028								
Position	**Grade**	**FY2024**	**FY2025**	**FY2026**	**FY2027**	**FY2028**	**Difference**	**Unfunded**
Assistant Building Official	G16	2.0	2.0	2.0	2.0	2.0	-	-
Building Inspector I/II/III	G13 G14 G15	4.0	4.0	4.0	4.0	4.0	-	-
Building Permit Technician I/II/III	O11 O12 O13	3.0	3.0	3.0	3.0	3.0	-	-
Total Development Services		**11.0**	**11.0**	**11.0**	**11.0**	**11.0**	**-**	**-**
Enterprise Funds								
Water								
Water Operations Manager	L17	1.0	1.0	1.0	1.0	1.0	-	-
Water Operator Foreman	G15	1.0	1.0	1.0	1.0	1.0	-	-
Lead Water Coordinator	O14	1.0	1.0	1.0	1.0	1.0	-	-
Water Conservation & Quality Coordinator	O13	1.0	1.0	1.0	1.0	1.0	-	-
Water Technician I Water Operator I/II/III/IV IV/Lead	G11 G12 G13 G14	20.0	20.0	20.0	20.0	20.0	-	-
Seasonal Water Technician	G11	0.5	0.5	0.5	0.5	0.5	-	-
GIS Tech Assistant	O11	0.7	0.7	0.7	0.7	0.7	-	-
Total Water Fund		**25.2**	**25.2**	**25.2**	**25.2**	**25.2**	**-**	**-**
Storm Water								
Storm Water Foreman	G14	1.0	1.0	1.0	1.0	1.0	-	-
Storm Water Technician I/II/III	G11 G12 G13	4.0	4.0	4.0	4.0	4.0	-	-
GIS Intern	G9	-	-	-	0.6	0.6	0.6	
Total Storm Water Fund		**5.0**	**5.0**	**5.0**	**5.6**	**5.6**	**0.6**	**-**
Total Enterprise Funds		**30.2**	**30.2**	**30.2**	**30.8**	**30.8**	**0.6**	**-**
Total Full-Time Equivalent		**212.5**	**215.8**	**216.0**	**217.1**	**218.1**	**5.1**	**1.0**

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

City of Herriman Fiscal Year 2027 Pay Grades and Ranges			
Grade	**Minimum**	**Midpoint**	**Maximum**
Leadership Grades (Salary)			
L22	$ 168,004.51	$ 209,887.10	$ 251,927.73
L21	150,004.03	187,399.20	224,935.48
L20	130,389.19	162,986.50	195,583.80
L19	114,443.33	142,948.33	171,594.44
L18	101,178.63	126,579.13	151,838.51
L17	89,607.30	112,044.39	134,340.38
L16	79,305.98	99,061.92	118,958.98
L15	70,133.58	87,772.82	105,270.93
Office Staff Grades (Per Hour)			
O16	38.12	47.66	57.20
O15	33.72	42.16	50.61
O14	29.85	37.31	44.78
O13	23.65	29.57	35.49
O12	19.88	24.85	29.82
O11	17.13	21.42	25.71
O10	14.90	18.63	22.35
Skilled General Labor Grades (Per Hour)			
G16	41.94	52.43	62.91
G15	35.40	44.27	53.14
G14	27.60	37.31	47.01
G13	26.02	32.53	39.04
G12	22.19	27.50	32.80
G11	20.18	24.23	28.28
G10	14.90	18.63	22.35
G9	12.37	16.35	20.33
Public Safety Grades (Salary)			
P21	152,800.00	191,000.00	229,200.00
P20	137,520.00	171,900.00	206,280.00
P19	123,768.00	154,710.00	185,652.00
P18	111,391.20	139,239.00	167,086.80
Public Safety Grades (Per Hour)			
P17	60.36	62.31	64.17
P16	53.49	55.36	57.30
P15	43.45	46.94	50.43
P14	32.70	37.88	47.11
P13	27.27	34.09	40.91
P12	24.55	30.68	36.82
P11	22.09	27.61	33.14
P10	19.88	24.85	29.82
P9	17.11	20.53	24.64

City of Herriman Fiscal Year 2027 Police Step Program		
Step	**Hourly**	**Yearly**
Officer (P14)		
1	$ 32.70	$ 68,016.00
2	34.66	72,092.80
3	35.70	74,256.00
4	36.77	76,481.60
5	37.88	78,790.40
6	41.86	87,068.80
7	43.10	89,648.00
8	44.41	92,372.80
9	45.74	95,139.20
10	47.11	97,988.80
Master Officer (P15)		
6	43.45	90,376.00
7	44.80	93,184.00
8	46.14	95,971.20
9	47.53	98,862.40
10	48.95	101,816.00
11	50.43	104,894.40
Sergeant (P16)		
1	53.49	111,259.20
2	55.36	115,148.80
3	57.30	119,184.00

DATE: June 25, 2026

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, P.E., City Engineer

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

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RECOMMENDATION:

Deny petition to vacate the public trail near the Rose Creek Estates Subdivision and instead direct staff to implement mitigation improvements to the trail.

ISSUE BEFORE COUNCIL:

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

ALIGNMENT WITH STRATEGIC PLAN:

LV 5.3 – Trails & Sidewalks: Maintain connections between neighborhoods and corridors. Vacation would remove an existing segment of the trail network.

LV 8.2 – Trail Network: Maintain a locally connected trail system. The request requires balancing preservation of trail infrastructure with adjacent property owner concerns.

CE 2 – Promote Trust in Government: Provide transparent decision-making and meaningful public engagement on neighborhood issues.

BACKGROUND/SUMMARY:

The Rose Creek Estates subdivision includes a 12-foot-wide asphalt trail located between Phases 7a and 7b. The corridor was originally a dirt and equestrian path and was paved by the City in 2014. A total of 16 residential lots directly abut the trail.

A petition to vacate the trail was first presented to the City Council in January 2024, at which time no action was taken. In August 2025, 13 of 16 adjacent property owners (approximately 81%) submitted a petition supporting vacation. The Council requested additional information, including cost estimates and broader community input.

In response, staff presented cost information in October 2025 and conducted broader community outreach in February 2026. Results presented in March 2026 indicated approximately 60% of

respondents favored retaining the trail versus approximately 30% voting in favor of vacating the trail. The Council continued the item and directed staff to evaluate mitigation measures in comparison to full vacation.

DISCUSSION:

This request requires balancing the concerns of adjacent property owners with broader community interests and adopted trail network priorities.

Adjacent Property Owner Survey: Staff conducted a follow-up survey of the 16 immediately adjacent properties, receiving 14 responses. **Approximately 64% supported vacating the trail, 21% opposed, and 7% were unsure**. While this indicates continued majority support, it reflects reduced consensus compared to the original petition and demonstrates a meaningful level of opposition among directly impacted residents.

Survey responses did not identify a preferred approach for property disposition. Opinions were divided between splitting the corridor between both sides and transferring it entirely to one side. Willingness to participate in costs also varied, with some respondents supportive only if they were not required to contribute financially.

Comments in favor of vacation cited privacy, security, and maintenance concerns. Those opposed emphasized the trail's value for neighborhood connectivity, recreation, and safe access.

Broader Community Input: As previously discussed, community outreach conducted in February 2026 indicated that approximately **60% of respondents favored retaining the trail**, **30% supported closure, and 10% were neutral**. This reflects a broader community preference to maintain the trail as a public amenity.

Vacation Process and Costs: If approved, the trail could be vacated through plat amendments. Estimated costs range from approximately $2,000 to $4,500, depending on the configuration (split between both sides or transferred to one side) and the number of required amendments. Implementation would require coordination and signatures from affected property owners.

Property Division Options:

- **Option A:** Split the trail corridor evenly, vacating 50 percent of the width to each adjacent property owner on both sides.
    - Requires 3 Plat Amendments ~ **$4500**
    - Requires signature from all property owners that are impacted to record each t plats (18 properties)
- **Option B:** Vacate the full width of the corridor to one side.
    - If it goes to the West Side: 1 Plat Amendment ~ **$2,000**
        - Requires signatures from 9 property owners
    - If it goes to the East Side: 2 Plat Amendments ~**$3,000**
        - Requires signatures from 9 property owners

Mitigation Option: As an alternative, staff identified mitigation measures including installation of access gates (~$1,000), minor surface improvements, and increased maintenance. These measures are intended to address concerns while maintaining public access. Based on similar projects, to install lighted bollards along the trail would cost $30k-45k, and therefore is not recommended as a mitigation measure.

Staff Analysis: The Council must weigh adjacent property owner concerns against broader community preference and adopted trail connectivity goals. While a majority of adjacent respondents support vacation, the level of consensus has decreased and key implementation issues—particularly cost sharing and property allocation—remain unresolved. Mitigation provides a lower-cost option that addresses some concerns while preserving the trail network as the broader community prefers.

ALTERNATIVES:

1. Retain the trail and implement mitigation improvements **[Recommended]**

Benefit	Challenge
Preserves the public trail, consistent with the approximately 60% of broader community respondents who favored retaining the trail.	Does not fully resolve the concerns of the adjacent homeowners who petitioned for vacation.
Maintains alignment with Strategic Plan Goals LV 5.3 (Trails and Sidewalks) and LV 8.2 (Trail Network), which call for a connected trail network.	Requires ongoing City maintenance resources and maintenance attention to the trail corridor.
Mitigation measures — including gates at trail access points (~$1,000 for materials and labor), recycled asphalt on shoulders for weed reduction, and increased maintenance priority — offer a lower-cost response to adjacent homeowner concerns.	There is a financial cost to installing the mitigation measures as described.

2. Initiate a formal vacation process, including public notice, using plat amendment or quit claim deeds [Council to dictate whether the Trail is split down the middle, or given to one side]

Benefit	Challenge
Addresses the concerns raised adjacent homeowners who signed the petition in favor of vacation.	Approximately 60% of broader community respondents at or after the February 2026 community meeting expressed opposition to closing the trail.
Eliminates ongoing City maintenance obligations and associated costs for the trail corridor.	The estimated cost of approximately $2,000-$4500 for vacation via plat amendment, which may be allocated or assigned to the petitioners, but there is no consensus of willing participants.
	Reduces the City's connected trail network, which is contrary to Strategic Plan Goal LV 5.3 (Trails and Sidewalks) and Goal LV 8.2 (Trail Network).
	No consensus on how to split the trail (half or one side only)

FISCAL IMPACT:

If Retained with Mitigation: Approximately **$1,000** for gate installation plus minor improvements with existing resources and ongoing maintenance within existing resources.

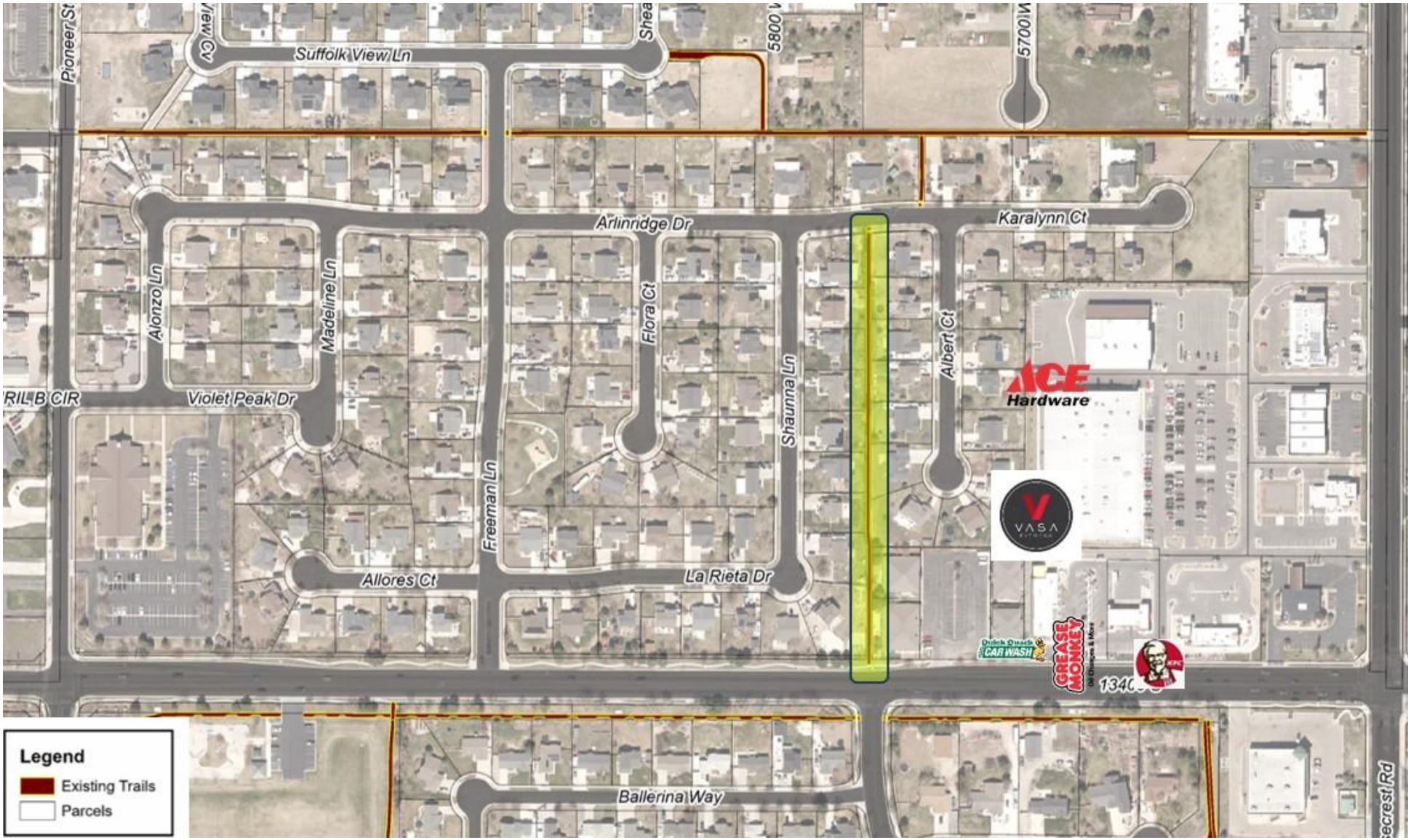
If Vacated: Estimated **$2,000–$4,500** depending on plat amendment approach and configuration. Costs may be assigned or shared, but no clear consensus exists among affected property owners.

The land has a value as do the improvements put in place by the City. Any vacation should include paying for the property transferred to make the public whole. Costs for recent right-of-way purchases, most like this situation, have values ranging from $15 per sq. ft. to $18.50 per sq. ft.

ATTACHMENTS:

- **Exhibit 1** – Location of the Trail (Rose Creek Estates)

EXHIBIT 1 – Location of Trail



DATE: June 25, 2026

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Notice of a pending ordinance to make changes in HCC §§ 10-3-6 (Land Use Definitions) and 10-16-1 (Table of Uses) relating to the T-M, M1, and M2 Manufacturing Zones.

RECOMMENDATION:
Staff recommend approval of the attached resolution.

ISSUE BEFORE COUNCIL:
Should the City Council approve this resolution, which gives notice of pending ordinance related to allowable uses and definition of uses in the Manufacturing Zones?

ALIGNMENT WITH STRATEGIC PLAN:
EV 3 – Balanced Land Use

BACKGROUND & SUMMARY:
The purpose of the T-M Zone is:

> *Provide for and encourage the development of well-planned and designed technological and manufacturing parks characterized by uses such as research, development, office, data centers, light manufacturing, fabrication, processing, storage, and wholesale distribution.*

The purpose of the M-1 Zone is:

> *Provide areas in the city for uses such as research, development, office, data centers, light manufacturing, fabrication, processing, storage, warehousing and wholesale distribution uses.*

The purpose of the M-2 Zone is:

> *Ensure that the city continues to encourage a broad mix of industry which requires large areas for uses which may have some noise or other byproducts, but does not pose a threat to the environmental, safety, or aesthetic quality of the community.*

Some of the allowable uses in HCC §10-16-1 for the Manufacturing Zones are not consistent with the purpose of the zone. For example, charter schools and reception centers are permitted uses in the M-1 zone but are not in alignment with the purpose of that zone. Additionally, a land use identified as "conference or reception center" is a conditional use in the T-M zone. A conference center aligns with the purpose of the T-M Zone, but a reception center does not. A modification to the allowable land uses and land use definitions for these items is necessary to ensure that the purpose of the Manufacturing Zones is in alignment with the uses allowed in the Manufacturing Zones.

DISCUSSION:
A notice of pending ordinance is a tool for municipalities to use when either (1) a municipal regulation is problematic or (2) an unregulated area of law. Per HCC 10-5-4, when a proposed amendment to the zoning map or text of this title is pending, a person who thereafter files an application which may be affected by the proposed amendment shall not be entitled to rely on the existing zoning map or text which may be amendment. Furthermore, an application shall not be acted upon until 180 days from the date when the pending amendment to the zoning map or text of this title was first noticed. Currently, there are no applications in process or anticipated that would be impacted by this notice.

Staff have identified several of the allowable land uses and land use definitions pertinent to the Manufacturing Zones to be problematic and not in alignment with the purpose of the T-M, M-1, and/or M-2 Zones. A text amendment is needed to ensure that the allowable land uses are in alignment with the purpose of the zoning designation.

ALTERNATIVES:
The City Council may consider the following alternatives when making a motion on this agenda item:

- **Approve the resolution attached to this staff report [RECOMMENDED]**
- Approve the resolution with modifications identified by the Council.
- Deny the resolution based on findings identified by the Council.
- Continue a decision of the resolution to a future meeting; the Council may request additional information or modifications, if needed.

FISCAL IMPACT:
None: the proposed resolution does not obligate the adopted or pending Herriman City Budget.

ATTACHMENTS:

A. Draft Resolution

HERRIMAN, UTAH
RESOLUTION NO. 2026 - _____

NOTICE OF PENDING ORDINANCE AMENDMENT TO HCC 10-3-6 LAND USE DEFINITIONS AND 10-16-1 TABLE OF USES RELATING TO CERTAIN LAND USES IN THE T-M, M-1, AND M-2 ZONES.

WHEREAS, the City of Herriman ("City") has adopted land use regulations in Title 10 of the Herriman City Code, including HCC § 10-3-6 (Land Use Definitions) and HCC § 10-16-1 (Table of Uses); and

WHEREAS, HCC 10-5-4(N) provides that when a proposed amendment to the text of Title 10 is pending, any application filed thereafter that may be affected by the proposed amendment shall not be acted upon for up to 180 days; and

WHEREAS, the City's Table of Uses currently permits or conditionally permits certain land uses in the T-M, M-1, and M-2 Zones — including Conference and Reception Center, Charter School, Vocational School, and Reception Center — that are not in alignment with the states purpose of each zone; and

WHEREAS, staff requires time to evaluate the Table of Uses and draft amendments that resolve the identified inconsistency with the uses and purpose City's manufacturing zones; and

WHEREAS, based on the above, the Council finds a compelling, countervailing public interest in giving this notice of pending ordinance amendment as documented in City File No. Z2026-078.

NOW, THEREFORE, be it ordained by the Herriman City Council approval of a notice of pending ordinance amendment to HCC 10-3-6 Land Use Definitions and HCC 10-16-1 Table of Uses relating to certain uses in the T-M, M-1, and M-2 Zones as described in **Exhibit "A."**

This Resolution No. 2026- _____ 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 8th day of July 2026.

HERRIMAN

_____

ATTEST: **Mayor Lorin Palmer**

_____

Jackie Nostrom, City Recorder

Attachment "A"

SECTION 1. Notice of Pending Ordinance Amendment. The Council hereby gives Notice of a Pending Ordinance Amendment to HCC §§ 10-3-6 (Land Use Definitions) and 10-16-1 (Table of Uses) to evaluate as appropriate, remove, or reclassify, the following land uses in the T-M, M-1, and M-2 Zones: Conference and Reception Center, Charter School, Vocational School, and Reception Center, to resolve the regulatory inconsistency identified herein and ensure compliance with applicable federal and state law.

SECTION 2. Duration. This Notice of Pending Ordinance Amendment shall be in place until the City Council has adopted regulations related to the contents of this Notice, or 180 days from the date of this Resolution, whichever occurs first.

SECTION 3. Applicant Notice. The Community Development Director shall provide written notice to any affected applicant as required by HCC § 10-5-4(N)(3).

SECTION 4. Severability. If any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of the Resolution and the application of its provisions to other persons or circumstances shall not be affected.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon passage and publication or posting as required by law and upon deposit and recording in the office of the City Recorder.

DATE: **June 30, 2026**

TO: The Honorable Mayor and City Council

FROM: Nathan Cherpeski, City Manager

SUBJECT: Amending Public Infrastructure Governing Documents for Olympia PIDs 1-7 and amending the Interlocal Agreement between the Olympia PIDS 1-7 and the City of Herriman

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RECOMMENDATION:
Staff recommend authorizing the Mayor to sign the amendments to the Third Amended and Restated Governing Document and the Amended and Restated Interlocal Cooperation Agreement for Olympia Public Infrastructure District Nos. 1–7.

ISSUE BEFORE COUNCIL:
Should the City Council authorize the Mayor to sign the Third Amended and Restated Governing Document incorporating amendments that address board member selection procedures and updated property descriptions and the Amended and Restated Interlocal Cooperation Agreement for Olympia Public Infrastructure District Nos. 1–7,clarifying how contract fees are collected and changed?

ALIGNMENT WITH STRATEGIC PLAN:
LV 6 – Consistent, safe, and reliable utility services | LV 4 – Current and future facility needs

BACKGROUND/SUMMARY:
The Olympia Public Infrastructure District Nos. 1–7 (the "Districts") were originally created by the Herriman City Council on September 29, 2021, pursuant to Resolution R16-2021. The initial district boundaries encompass approximately 0.537 acres across seven small parcels, while the annexation area boundaries encompass approximately 957.334 acres of largely undeveloped land. Since their creation, the Districts' governing documents have been amended on prior occasions, including an Amended and Restated Governing Document approved on April 26, 2023. The Districts were established to finance public infrastructure improvements with an estimated cost of approximately $396,000,000, funded through the imposition of fees and the issuance of debt subject to regulatory parameters set forth in the governing document.

Concurrent with the creation of the Districts, the City of Herriman and the Districts entered into an Interlocal Cooperation Agreement governing the collection and remittance of fees. This was a

service in the Master Development Agreement .Under that agreement, the City collects fees on behalf of the Districts — verifying that fees have been paid in full prior to issuance of any building permit within a District's boundaries — and remits collected fees at least monthly, no later than the 30th day of the calendar month immediately following collection.[3] The City deposits collected fees in a separate account created for that purpose and is authorized to assess an administrative fee per the City's adopted fee schedule at the time the fee is paid.

The proposed amendments now before the City Council consist of two items: (1) the Third Amended and Restated Governing Document for Olympia Public Infrastructure District Nos. 1–7, and (2) an Amended and Restated Interlocal Cooperation Agreement (Contract Fee). The primary substantive change in these amendments addresses the procedures by which future board members of the Districts are selected to comply with guidance from the State Auditor. Under the existing governing document, each District's Board of Trustees consists of three members serving at-large seats, with trustee nomination rights tied to ownership of at least one-third of the taxable value of property within the District when no registered voters reside within the boundaries. The amendments revise these board member selection procedures. Additionally, the amendments update property descriptions within the governing documents. The Amended and Restated Interlocal Cooperation Agreement reflects corresponding updates to address how fees are changed and collected. Both the amended governing document and the amended interlocal agreement are included as attachments to this staff report.

DISCUSSION:

The proposed amendments to the Third Amended and Restated Governing Document and the Amended and Restated Interlocal Cooperation Agreement for Olympia Public Infrastructure District Nos. 1–7 address two principal areas: board member selection procedures and updated property descriptions. Staff has reviewed both documents and provides the following analysis of key considerations.

Board Member Selection Procedures. The primary substantive change in the Third Amended and Restated Governing Document concerns the process by which future members of each District's Board of Trustees are selected. Under the existing governing document structure, each District Board consists of three trustees serving at-large seats, with staggered initial terms—Trustee 2 serving a four-year term and Trustees 1 and 3 each serving six-year terms. In circumstances where no registered voters reside within a District's boundaries, trustee nomination rights are allocated based on property ownership, with an owner holding at least one-third of the taxable value of property within the District entitled to nominate one trustee seat per one-third value held. The amendments refine and clarify the procedures governing how these nominations and selections occur going forward, removing the City from the process.

Property Description Updates. The amendments also include revised property descriptions within the governing document. The original and prior amended governing documents established initial District boundaries totaling approximately 0.537 acres across seven Districts, with Districts 3 through 7 each encompassing 3,111 square feet (0.071 acres). The annexation area boundaries encompass approximately 957.334 acres. As development activity progresses and parcels are platted,

recorded, or otherwise refined, it is necessary to update the legal descriptions within the governing document to ensure consistency with current survey and recorded plat data. The property description amendments accomplish this objective. Staff notes that the geographic reference points for the Districts remain within Section 32 (and parts of Sections 27, 33, and 34), Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Interlocal Cooperation Agreement — Administrative Fee and Fee Collection. The Amended and Restated Interlocal Cooperation Agreement governs the collection and remittance of fees between the City and the Olympia Public Infrastructure Districts. Under this agreement, the City collects fees on behalf of the Districts and remits them at least monthly, no later than the 30th day of the calendar month immediately following collection. The City is required to verify that fees have been paid in full prior to issuance of any building permit within a District's boundaries, and collected fees must be deposited in a separate account created for that purpose. Importantly, the City charges an administrative fee per the City's adopted fee schedule at the time the fee is paid; if the City is precluded from charging such an administrative fee, the Districts are obligated to pay the administrative fee directly to the City. The changes address notice for changes to the fee and boundaries. A redlined version is attached.

ALTERNATIVES:

The Council may consider the following alternatives:

1. **Approve the Amendments (Recommended)**Authorize the Mayor to sign the Third Amended and Restated Governing Document and the Amended and Restated Interlocal Cooperation Agreement for Olympia Public Infrastructure District Nos. 1–7.

Benefit	Challenge
Updates board member selection procedures to reflect current governance needs for the District and makes changes consistent with the State Auditor's recommendations.	None known at this time.
Corrects and updates property descriptions to ensure accuracy of District boundary records.	
Maintains the City's administrative fee arrangement for collecting payments on behalf of the Districts, ensuring continued cost recovery for City services.	
Keeps the governing framework for the Districts current and consistent with operational requirements.	

2. **Deny the Amendments**

Benefit	Challenge

None known at this time.	Board member selection procedures would remain outdated, potentially creating challenges with the State Auditor.
	Property descriptions would remain uncorrected, which could result in inconsistencies in District boundary records.

3. **Decline to act at this time and provide staff further direction.**

FISCAL IMPACT:

The proposed amendments to the Third Amended and Restated Governing Document and the Amended and Restated Interlocal Cooperation Agreement for Olympia Public Infrastructure District Nos. 1–7 do not require the expenditure of City funds or the disposal of City property. The amendments address board member selection procedures and property descriptions and do not alter the financial obligations of either the City or the Districts.

Under the Interlocal Cooperation Agreement, the City collects fees on behalf of the Districts and remits those fees no later than the 30th day of the calendar month immediately following collection. The City may assess an administrative fee per the City's adopted fee schedule at the time each fee is paid; if the City is precluded from charging such a fee, the Districts are obligated to pay the administrative fee to the City. This administrative fee arrangement is unchanged by the proposed amendments and will continue to provide cost recovery to the City for its collection services.

No new fiscal obligation to the City is created by the amendments. Therefore, no fiscal impact is anticipated.

ATTACHMENTS:

Third Amended and Restated Governing Document

Amended and Restated Interlocal Cooperation Agreement for Olympia Public Infrastructure District Nos. 1–7.

~~SECOND~~THIRD AMENDED AND RESTATED GOVERNING DOCUMENT

FOR

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 THROUGH 7

HERRIMAN, UTAH

Prepared

by

~~Gilmore & Bell, P.C.~~
Snow Jensen & Reece
Salt Lake City, Utah

_____, ~~2025~~2026

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I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts ~~are~~is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts' Governing Document.

This Governing Document amends and restates the Governing Document for the Districts approved on September 29, 2021~~ and,~~, the Amended and Restated Governing Document approved on April 26, 2023, and the Second Amended and Restated Governing Document approved on _____ in their entirety.

The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or ~~both~~multiple of the Districts (or interlocal entity formed by the Districts). All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or fees and Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or other relevant public entity with written consent of the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all

Debt of such District, collected or assigned all Fees payable to such District, disbursed of all assets of such District, and if the District has authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Fees, Assessments or a mill levy). It is the intent of this Governing Document that Fees be paid at or before the issuance of a building permit by the City and to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Affordable Housing: shall have the meaning assigned in 63N-~~3-602~~23-101, Utah Code.

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the City for annexation into or withdrawal from any of the ~~District~~Districts upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C**, describing the property proposed for annexation into or withdrawal from any of the Districts.

Assessment: means (i) the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property or (~~2~~ii) an assessment by a District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time and (ii) the C-PACE Act.

Board: means the board of trustees of one District or the boards of trustees of all Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which any District has promised to impose an ad valorem property tax mill levy, impose Fees, and/or collect Assessments.

C-PACE Act: means title 11, Chapter 42a of the Utah Code, as amended from time to time.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

City: means Herriman, Utah.

City Code: means the City Code of Herriman, Utah.

~~County~~City Council: means the City Council of Herriman, Utah.

District: means any one of the Olympia Public Infrastructure District Nos. 1 through 7.

District Act: means the Special District Act and the PID Act.

District No. 1: means the Olympia Public Infrastructure District No. 1.

District No. 2: means the Olympia Public Infrastructure District No. 2.

District No. 3: means the Olympia Public Infrastructure District No. 3.

District No. 4: means the Olympia Public Infrastructure District No. 4.

District No. 5: means the Olympia Public Infrastructure District No. 5.

District No. 6: means the Olympia Public Infrastructure District No. 6.

District No. 7: means the Olympia Public Infrastructure District No. 7.

Districts: means District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, and District No. 7.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any improvement within the Districts, who is intended to become the ultimate user of such improvement. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means one or more fees imposed by any District for the payment of costs of administering the Districts, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to Section 17D-4-302 of the PID Act or Section 17B-1-103(2)(j) of the Special District Act.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is

expected to be incurred; and (iii) the estimated operating revenue derived from property taxes or Fees for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and the applicable state law and approved by the Boards in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VIII.~~C~~D below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.~~D~~E below.

~~Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.~~

Municipal Advisor: shall have the meaning assigned in 17D-4-102(12) of the PID Act.

Project: means the development or property commonly referred to as Olympia.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the District Act to serve the future property owners and inhabitants of the

District Area as determined by the Board, and includes "Public Infrastructure and Improvements" as defined in the PID Act.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time, and any successor statute thereto.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 0.537 acres, comprised of 0.111 acres for District No. 1 and 0.071 acres for District Nos. 2 through 7. The Annexation Area Boundaries includes approximately 957.334 acres and includes the Initial District Boundaries. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section ~~17B~~17D-4-201, Utah Code, subject to Article V below. It is further acknowledged that the boundaries of District No. ~~1~~1 and District No. 2 have been amended subsequent to the creation of the Districts and as a result, the boundaries are different than as described herein.

IV. PROPOSED LAND USE

The District Area consists of approximately 957 acres of undeveloped land. Approval of this Governing Document by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is separately approved by the City in accordance with the City Code.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Governing Document Amendment.

The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is

described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Public Improvements; Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate public entity, utility, or owners association in a manner consistent with the development agreement and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity. In accordance with the PID Act, the City expressly authorizes the Districts to acquire or finance any remediation and any related improvements for publicly or privately owned property.

2. Ineligible Improvements.

(a) Except as described in (b) below, a District which is anticipated at the time of issuance of Debt to include residential uses shall not be permitted to finance the following improvements (the "Ineligible Improvements"):

(i) Any waterline or sewer line 8" or smaller in diameter;

(ii) Any storm drain system only benefiting a single subdivision;

(iii) Any park less than 2 acres in size; or

(iv) Any road right of way 55' wide or narrower.

(b) The limitation on Ineligible Improvements described in (a) above does not apply to improvements relating to Affordable Housing.

3. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Public Improvements shall be subject to the ordinary inspection and approval procedures of the City and other governmental entities having proper jurisdiction.

4. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that such District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal. The Districts shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into any of the Districts. Such area may only be annexed upon such District obtaining all required consents of the PID Act within the area proposed to be annexed and the passage of a resolution of such District's Board approving such annexation.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from any of the Districts. Such area may only be withdrawn upon such District obtaining all required consents of the PID Act within the area proposed to be withdrawn and the passage of a resolution of such District's Board approving such ~~annexation~~withdrawal.

~~(c)~~ Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

~~(d)~~(c) ~~Upon any annexation or withdrawal, such District shall provide the City a description of the revised District Boundaries.~~

~~(e)~~(d) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally the Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

8. Initial Debt. Upon the issuance of a certificate of creation of a District issued by the Office of the Lieutenant Governor of the State of Utah, such District shall be

permitted to: (a) issue Debt and/or (b) impose a mill levy for the payment of Debt and collect Fees and Assessments for the purpose of repayment of Debt.

9. No Debt Issuance Limitation. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District.

10. Bankruptcy Limitation. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement. Subject to the limitations and exceptions contained herein, this Governing Document may be amended as set forth in the PID Act.

~~(a) This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-9 above or in VIII.B-G. shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.~~

~~Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the City and the Districts approving such amendment.~~

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, as specified application materials relating to the Districts and as may be further defined in a development agreement. An estimate

of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and ~~is~~was as of the time of initial District creation approximately Three Hundred Ninety-Six Million Dollars ($396,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District may be clarified in an interlocal agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Governing Document. Said interlocal agreement may be amended by mutual agreement of the Districts without the need to amend this Governing Document.

VI. THE BOARD OF TRUSTEES

A. Board Composition. Each Board shall be composed of 3 Trustees who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of 4 years; Trustees 1 and 3 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such District. The City Council appointed the initial Board for each District when it approved the creation of the Districts in September 2021.

B. Future Board Composition.

1. Districts without Registered Voters. So long as there are no registered voters within a District, the respective Board seats for such District shall continue to be appointed or reappointed by such Board from ~~the~~ candidates ~~recommended~~nominated by owners of land within such District, and ~~comprised of~~which candidates are owners of land or their agents and officers who are registered voters at their principal residence. Any property owner owning at least one-third of the taxable value of the property within such District shall be entitled to nominate, and have its nominee appointed to fill, one trustee seat for each one-third value ~~(provided that the City retains discretion to reject any nominee and request a new nominee from such property owner).~~.

2. Districts with Registered Voters: Prior to the issuance of Bonds by a District anticipated to have Registered Voters, such District shall estimate the number of certificates of occupancy to be issued by the City within such District (the "Estimated COO").

Upon attainment of the Estimated COO, the respective board seats for such District's Board shall transition from appointed to elected seats following the expiration of the then current term for such Board member. Seats on the Board may transition prior to attainment of the Estimated COO if approved in a resolution adopted by such Board.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed or reappointed by the applicable Board pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the ~~Special~~ District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the District Act. Prior to a transition to an elected seat, such vacancy may be filled by an appointment made by the applicable Board.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by such District. In addition, the Districts shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments, Fees, and other legally available revenues. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District. The total Debt shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all Taxable Property within the District,

Fees, and Assessments. The District may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Limitations on Fees and Assessments.

(a) All Fees and Assessments (other than C-PACE Assessments) imposed by any District on a parcel shall be payable at or before the issuance of a building permit by the City with respect to such Parcel. So long as Fees are not passed on to End Users, there is no maximum amount of Fees that may be imposed by a District, provided that all such fees shall be related to administrative expenses of the District, the provision of Public Improvements, and debt service on Bonds relating thereto.

(b) Any Assessments issued under the C-PACE Act may be repayable in accordance with the provisions of such statute.

(c) The City agrees to collect Fees and remit such Fees to the Districts on at least a monthly basis and further agrees that any building permit issued within the boundaries of a District will require proof of payment of Fees ~~and sign off by such District.~~. Additional procedures regarding the collection and remittance of Fees may be established by interlocal agreement between the City and such District(s).

D. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the District for payment of Limited Tax Debt and shall be 0.004 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(13), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

E. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding Forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

F. Debt Repayment Sources.

The Districts may impose a mill levy on taxable property within its boundaries and Fees as primary sources of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.~~C(a),~~D, the debt service mill levy in the Districts shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The Districts shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Fees, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Fees, Assessments, or impact fees, but is intended to prevent double charging of End Users for the costs of Public Improvements.

G. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

H. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be Two Hundred Fifty Thousand Dollars ($250,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

J. Bond and Disclosure Counsel.

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

IX. ANNUAL REPORT

~~A. General.~~

~~Each~~Notwithstanding Section 17D-4-205 of the ~~District shall be responsible for submitting an~~ PID Act, no annual ~~report~~ reports are required to be filed with the City ~~Manager's Office no later than 210 days following the end of such District's fiscal year, beginning with fiscal year 2023.~~

~~B. Reporting of Significant Events.~~

~~The annual report shall include information as to any of the following:~~

~~1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.~~

~~2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);~~

~~3. Names and terms of Board members and officers; the Estimated COO for such District, if changed; and progress towards milestones required for transition to elected Board;~~

~~4. District office contact information, if changed;~~

~~5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;~~

~~6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;~~

~~7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed~~ by the ~~District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;~~

~~8. A list or table of all Fees or Assessments imposed by the District, if changed;~~

~~9. A table summarizing total debt issued by the District as well as any presently planned debt issuances;~~

~~10. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;~~

~~11. Current year budget including a description of the Public Improvements to be constructed in such year;~~

~~12. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);~~

~~13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and~~

~~Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period~~Districts.

X. DISSOLUTION

Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file ~~petitions~~a petition for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of ~~their~~its outstanding indebtedness and other financial obligations as required pursuant to State statutes, collected or assigned all Fees payable to such District, and disbursed of all assets of such District.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the effective date of adoption of this Third Amended and Restated Governing Document, each Board shall record a notice with the recorder of Salt Lake County. Such notice shall (a) contain a description of the boundaries of the District; (b) state that a copy of this Governing Document is on file at the office of the City; (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (e) if applicable, state that the debt may convert to general obligation debt and outline the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

(1) All of the information in the first paragraph of this XI;

(2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"Under the maximum property tax rate of the District, **for every $100,000 of taxable value**, there would be an **additional annual property tax of $400** for the duration of the District's Bonds."

(3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such End User acknowledging the foregoing.

VI. THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT

The form of the Third Amended and Restated Interlocal Agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit D**. The Districts shall, along with this Governing Document, approve the Third Amended and Restated Interlocal Agreement in the form attached as **Exhibit D** at their ~~first~~next Board meeting after ~~its creation.~~approval by the City. Failure of the ~~District~~Districts to execute the Third Amended and Restated Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Third Amended and Restated Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.

EXHIBIT A

Legal Descriptions

Olympia Public Infrastructure District No. 1

~~Beginning at a point being South 00°24'18" West 1,004.67 feet along the section line and West 2,949.22 feet from the~~

Addition Parcel A:

A parcel of land, situate in the Northeast Quarter of Section ~~of 32~~34 and the Northwest Quarter of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at the Northwest Corner of said Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South ~~18°46'09~~89°48'53" East ~~100.00~~641.53 feet along the section line;

thence South ~~71°13'51" West 65.40~~00°30'22" East 1,659.72 feet to the ~~Northeast Right-of-Way~~extension of the Northerly Boundary Line of ~~State Route 111 (SR-111), also known as Bacchus Highway~~Blackhawk Estates Plat "C", recorded as Entry No. 11719743 in Book 2013P at Page 178 in the Office of the Salt Lake County Recorder;

thence ~~North 00°09'20" East 105.71 feet~~ along ~~said Northeast Right-of-Way~~the extension of and said Northerly Boundary Line of ~~SR-111;~~Blackhawk Estates Plat "C" the following six (6) courses:

~~thence North 71°13'51" East 31.~~(1) South 56°51'10" West 333.53 feet;

(2) South 68°38'27" West 95.94 feet;

(3) South 56°30'13" West 98.90 feet;

(4) South 51°26'05" West 67.14 feet;

(5) South 41°54'31" West 111.54 feet;

(6) South 48°31'38" West 48.11 feet to the easterly boundary line of Herriman City property, recorded in that certain Special Warranty Deed as Entry No. 14173324 in Book 11455 at Page 6660 in the Office of the Salt Lake County Recorder;

thence along said easterly boundary line the following eight (8) courses:

(1) North 00°14'11" East 632.48 feet;

(2) Northwesterly 477.34 feet along the arc of a 700.00 foot radius curve to the left (center bears North 89°45'49" West and the chord bears North 19°17'57" West 468.15 feet with a central angle of 39°04'16");

(3) North 38°50'05" West 107.36 feet;

(4) Northerly 206.92 feet along the arc of a 156.00 foot radius curve to the right (center bears North 51°09'55" East and the chord bears North 00°50'11" West 192.08 feet with a central angle of 75°59'48");

(5) Northeasterly 346.46 feet along the arc of a 750.00 foot radius curve to the left (center bears North 52°50'17" West and the chord bears North 23°55'41" East 343.39 feet with a central angle of 26°28'04");

(6) Northeasterly 20.89 feet along the arc of a 15.00 foot radius curve to the right (center bears South 79°18'20" East and the chord bears North 50°35'21" East 19.24 feet with a central angle of 79°47'22");

(7) South 89°30'58" East 15.07 feet;

(8) North 00°16'16" East 414.46 feet to the section line;

thence South 89°30'06" East 9.02 feet along the section line to the point of beginning.

Contains ~~4,826~~1,275,556 Square Feet or ~~0.111~~29.282 Acres

Addition Parcel B:
A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the westerly boundary line of Herriman City property, recorded in that certain Special Warranty Deed as Entry No. 14173324 in Book 11455 at Page 6660 in the Office of the Salt Lake County Recorder, said point being North 89°30'06" West 155.06 feet along the section line from the Northwest Corner of said Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along said westerly boundary line the following fifteen (15) courses:

(1) South 00°15'35" West 349.37 feet;

(2) South 05°43'01" West 55.05 feet;

(3) South 03°28'45" West 111.97 feet;

(4) Southwesterly 195.07 feet along the arc of a 650.00 foot radius curve to the right (center bears North 69°32'03" West and the chord bears South 29°03'48" West 194.34 feet with a central angle of 17°11'42");

(5) Southwesterly 53.22 feet along the arc of a 70.81 foot radius curve to the right (center bears North 50°17'55" West and the chord bears South 61°13'54" West 51.97 feet with a central angle of 43°03'38");

(6) South 42°22'52" West 240.07 feet;

(7) Southwesterly 7.76 feet along the arc of a 100.00 foot radius curve to the right (center bears North 49°50'27" West and the chord bears South 42°22'52" West 7.75 feet with a central angle of 04°26'36");

(8) South 44°36'10" West 7.65 feet;

(9) South 45°23'50" East 73.50 feet;

(10) North 44°36'10" East 22.12 feet;

(11) Northeasterly 33.61 feet along the arc of a 30.00 foot radius curve to the right (center bears South 45°23'50" East and the chord bears North 76°42'06" East 31.88 feet with a central angle of 64°11'52");

(12) Southeasterly 203.64 feet along the arc of a 360.50 foot radius curve to the right (center bears South 18°48'01" West and the chord bears South 55°01'02" East 200.94 feet with a central angle of 32°21'54");

(13) South 38°50'05" East 47.56 feet;

(14) Southeasterly 409.15 feet along the arc of a 600.00 foot radius curve to the right (center bears South 51°09'55" West and the chord bears South 19°17'57" East 401.27 feet with a central angle of 39°04'16");

(15) South 00°14'11" West 716.60 feet; to the Northerly Boundary Line of Blackhawk Estates Plat "C", recorded as Entry No. 11719743 in Book 2013P at Page 178 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line the following three (3) courses:

(1) South 54°24'10" West 50.95 feet;

(2) South 44°19'04" West 94.58 feet;

(3) South 72°52'33" West 99.94 feet to the Northerly Boundary Line of Blackhawk Estates Plat "B", recorded as Entry No. 11386427 in Book 2012P at Page 53 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line of Blackhawk Estates Plat "B" the following six (6) courses:

(1) South 72°52'34" West 12.55 feet;

(2) South 82°11'10" West 94.89 feet;

(3) South 86°16'00" West 83.86 feet;

(4) South 66°09'21" West 95.83 feet;

(5) South 58°13'58" West 137.09 feet;

(6) South 78°13'01" West 40.13 feet to the Northwest Corner of said Blackhawk Estates Plat "B"; thence South 12°44'34" East 10.64 feet along said Westerly Boundary Line of Blackhawk Estates Plat "B" to the Northerly Boundary Line of Western Creek PUD Plat A, recorded as Entry No. 10946923 in Book 2010P at Page 76 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line of said Western Creek PUD Plat A the following three (3) courses:

(1) South 78°07'21" West 16.66 feet;

(2) South 57°11'41" West 95.42 feet;

(3) South 73°50'10" West 172.86 feet to the Northerly Boundary Line of Western Creek Plat B, recorded as Entry No. 11429199 in Book 2012P at Page 92 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line of Western Creek Plat B the following two (2) courses:

(1) South 73°27'12" West 291.53 feet;

(2) South 80°15'09" West 106.78 feet to the 1/16 section line;

thence North 00°10'11" East 1,342.77 feet along the 1/16 section line to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 34, monumented with a rebar and cap stamped "5251295";

thence North 89°31'34" West 96.25 feet along the 1/16 section line;

thence Northeasterly 15.66 feet along the arc of a 17.00 foot radius curve to the right (center bears South 52°47'09" East and the chord bears North 63°36'17" East 15.11 feet with a central angle of 52°46'53");

thence North 89°59'44" East 163.97 feet;

thence Southeasterly 26.75 feet along the arc of a 17.00 foot radius curve to the right (center bears South 00°00'16" East and the chord bears South 44°55'08" East 24.08 feet with a central angle of 90°10'17");

thence North 89°52'17" East 47.00 feet;

thence South 00°10'01" West 70.38 feet;

thence North 89°59'44" East 220.00 feet;

thence South 00°10'01" West 445.61 feet;

thence South 89°44'27" East 215.55 feet;

thence North 00°15'33" East 59.21 feet;

thence South 89°47'33" East 156.44 feet;

thence Northwesterly 74.44 feet along the arc of a 677.50 foot radius curve to the right (center bears North 83°52'19" East and the chord bears North 02°58'50" West 74.40 feet with a central angle of 06°17'42");

thence North 00°10'01" East 367.08 feet;

thence Northeasterly 16.48 feet along the arc of a 50.00 foot radius curve to the right (center bears South 89°49'41" East and the chord bears North 09°36'52" East 16.41 feet with a central angle of 18°53'05");

thence South 89°58'24" West 262.94 feet;

thence North 00°04'33" West 407.95 feet;

thence Northwesterly 118.39 feet along the arc of a 522.50 foot radius curve to the left (center bears South 12°54'22" West and the chord bears North 83°35'06" West 118.13 feet with a central angle of 12°58'55");

thence South 89°55'27" West 20.84 feet;

thence North 00°04'33" West 258.66 feet;

thence North 89°32'10" West 432.97 feet;

thence South 00°04'33" East 672.19 feet to the 1/16 section line;

thence North 89°31'34" West 1,499.79 feet along said 1/16 section line;

thence North 00°01'53" West 757.92 feet;
thence North 89°32'10" West 2.61 feet;
thence Northeasterly 12.60 feet along the arc of a 30.00 foot radius curve to the left (center bears North 65°57'29" West and the chord bears North 12°00'19" East 12.51 feet with a central angle of 24°04'24");
thence North 00°01'53" West 556.05 feet to the section line;
thence South 89°30'06" East 2,779.07 feet along the section line to the point of beginning.

Contains 4,504,317 Square Feet or 103.405 Acres

Total Area Contains 5,779,873 Square Feet or 132.687 Acres

Olympia Public Infrastructure District No. 2

Addition Parcel A
A parcel of land situate in the Southwest Quarter of Section 27, the Northeast Quarter of Section 33, and the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point ~~being South 00°24'18" West 994.66 feet along the section line and West 2,919.83 feet from the Northeast Section of 32~~on the established boundary line per the Boundary Line Acknowledgment, recorded March 9, 2020 as Entry No. 13212816 in Book 10907 at Pages 6169-6202 in the Office of the Salt Lake County Recorder, said point being the East Quarter Corner of Section of 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

~~thence South 18°46'09" East 100.00 feet;~~
~~thence South 71°13'51" West 31.11 feet;~~
thence North ~~18°46'09~~89°38'29" West ~~100.00~~607.98 feet;
thence North ~~71°13'51~~0°12'54" West 31.15 feet;
thence Northerly 438.90 feet along the arc of a 1,954.00 foot radius curve to the right (center bears South 89°45'30" East ~~31.11~~and the chord bears North 6°40'35" East 437.97 feet with a central angle of 12°52'10");
thence Northeasterly 23.92 feet along the arc of a 15.00 foot radius curve to the right (center bears South 76°53'20" East and the chord bears North 58°47'53" East 21.47 feet with a central angle of 91°22'27");
thence North 14°29'07" East 63.00 feet;
thence Northwesterly 23.92 feet along the arc of a 15.00 foot radius curve to the right (center bears North 14°29'07" East and the chord bears North 29°49'40" West 21.47 feet with a central angle of 91°22'27");
thence Northeasterly 534.18 feet along the arc of a 1,954.00 foot radius curve to the right (center bears South 74°08'26" East and the chord bears North 23°41'28" East 532.52 feet with a central angle of 15°39'48");
thence Northeasterly 172.43 feet along the arc of a 2,047.50 foot radius curve to the left (center bears North 55°20'19" West and the chord bears North 32°14'55" East 172.38 feet with a central angle of 4°49'30");
thence Northeasterly 111.61 feet along the arc of a 135.00 foot radius curve to the right (center bears South 60°09'50" East and the chord bears North 53°31'16" East 108.46 feet with a central angle of 47°22'11");

thence Southeasterly 209.39 feet along the arc of a 920.00 foot radius curve to the left (center bears North 24°13'23" East and the chord bears South 72°17'50" East 208.94 feet with a central angle of 13°02'26");
thence North 11°10'56" East 116.00 feet;
thence Northeasterly 805.77 feet along the arc of a 804.00 foot radius curve to the left (center bears North 11°10'58" East and the chord bears North 72°28'18" East 772.47 feet with a central angle of 57°25'19");
thence North 43°45'38" East 312.20 feet;
thence Northeasterly 201.43 feet along the arc of a 1,546.00 foot radius curve to the right (center bears South 46°14'22" East and the chord bears North 47°29'35" East 201.28 feet with a central angle of 7°27'54");
thence North 51°13'33" East 338.36 feet;
thence North 38°46'05" West 26.99 feet;
thence North 51°13'31" East 61.53 feet;
thence North 38°46'27" West 3.00 feet;
thence North 51°13'33" East 89.53 feet;
thence Northeasterly 72.06 feet along the arc of a 349.06 foot radius curve to the left (center bears North 50°33'19" West and the chord bears North 33°31'51" East 71.93 feet with a central angle of 11°49'40");
thence North 36°40'50" West 610.64 feet;
thence Northeasterly 296.28 feet along the arc of a 1,260.00 foot radius curve to the left (center bears North 36°47'22" West and the chord bears North 46°28'27" East 295.59 feet with a central angle of 13°28'21");
thence North 39°44'16" East 507.21 feet;
thence Northeasterly 827.69 feet along the arc of a 940.00 foot radius curve to the right (center bears South 50°15'44" East and the chord bears North 64°57'47" East 801.21 feet with a central angle of 50°27'00");
thence South 89°48'43" East 189.32 feet to the quarter section line of said Section 27;
thence South 0°28'09" West 1,082.95 feet along the quarter section line to the South Quarter Corner of said Section 27;
thence North 89°30'06" West 270.13 feet along the section line;
thence South 0°01'53" East 556.05 feet;
thence Southwesterly 12.60 feet along the arc of a 30.00 foot radius curve to the right (center bears South 89°58'07" West and the chord bears South 12°00'19" West 12.51 feet with a central angle of 24°04'24");
thence South 89°32'10" East 2.61 feet;
thence South 0°01'53" East 757.92 feet;
thence North 89°31'53" West 36.69 feet to the established boundary line per the Boundary Line Acknowledgment, recorded March 9, 2020 as Entry No. 13212816 in Book 10907 at Pages 6169-6202 in the Office of the Salt Lake County Recorder;
thence along said established boundary the following courses:
(1) North 89°31'33" West 1,027.57 feet along the 1/16 section line to the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 34, monumented with a Salt Lake County monument;
(2) South 0°02'29" West 1,325.95 feet along the 1/16 section line to the quarter section line;
(3) North 89°35'57" West 1,330.04 feet along the quarter section line to the point of beginning.

Contains ~~3,111~~5,071,403 Square Feet or ~~0.071~~116.423 Acres

Addition Parcel B

A parcel of land situate in the Northeast Quarter of Section 35 and the Northwest Quarter of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Northeast Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running
thence South 89°18'51" East 151.31 feet along the section line to the westerly right-of-way line of Rosecrest Road;
thence along said westerly right-of-way line the following two (2) courses:
(1) South 1°13'03" West 1,784.78 feet;
(2) South 45°16'23" West 46.11 feet to the northerly right-of-way line of 12900 South Street;
thence South 89°30'06" West 220.99 feet along said northerly right-of-way line;
thence North 1°06'23" East 284.61 feet;
thence North 88°56'22" West 229.35 feet;
thence North 2°34'57" East 64.98 feet;
thence North 2°05'37" East 830.03 feet;
thence North 0°20'23" East 368.15 feet;
thence North 2°15'49" West 272.30 feet to the section line;
thence South 89°30'49" East 339.50 feet along the section line to the point of beginning.

Contains 802,043 Square Feet or 18.412 Acres

Olympia Public Infrastructure District No. 3
Beginning at a point being South 00°24’18” West 984.64 feet along the section line and West 2,890.44 feet from the Northeast Section of 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 18°46'09" East 100.00 feet;
thence South 71°13'51" West 31.11 feet;
thence North 18°46'09" West 100.00 feet;
thence North 71°13'51" East 31.11 feet to the point of beginning.

Contains 3,111 Square Feet or 0.071 Acres

Olympia Public Infrastructure District No. 4
Beginning at a point being South 00°24’18” West 974.63 feet along the section line and West 2,861.05 feet from the Northeast Section of 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 18°46'09" East 100.00 feet;
thence South 71°13'51" West 31.11 feet;
thence North 18°46'09" West 100.00 feet;
thence North 71°13'51" East 31.11 feet to the point of beginning.

Contains 3,111 Square Feet or 0.071 Acres

Olympia Public Infrastructure District No. 5
Beginning at a point being South 00°24’18” West 964.62 feet along the section line and West 2,831.67 feet from the Northeast Section of 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 18°46'09" East 100.00 feet;

thence South 71°13'51" West 31.11 feet;
thence North 18°46'09" West 100.00 feet;
thence North 71°13'51" East 31.11 feet to the point of beginning.

Contains 3,111 Square Feet or 0.071 Acres

Olympia Public Infrastructure District No. 6
Beginning at a point being South 00°24’18” West 954.61 feet along the section line and West 2,802.28 feet from the Northeast Section of 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 18°46'09" East 100.00 feet;
thence South 71°13'51" West 31.11 feet;
thence North 18°46'09" West 100.00 feet;
thence North 71°13'51" East 31.11 feet to the point of beginning.

Contains 3,111 Square Feet or 0.071 Acres

Olympia Public Infrastructure District No. 7
Beginning at a point being South 00°24’18” West 944.60 feet along the section line and West 2,772.89 feet from the Northeast Section of 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 18°46'09" East 100.00 feet;
thence South 71°13'51" West 31.11 feet;
thence North 18°46'09" West 100.00 feet;
thence North 71°13'51" East 31.11 feet to the point of beginning.

Contains 3,111 Square Feet or 0.071 Acres

Annexation Area

Olympia Property – Overall Parcel

A parcel of land, situate in parts of Sections 27, 32, 33 and 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at the Northeast Corner of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°41'26" East 1,324.02 feet along the section line to the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

thence South 89°30'42" East 2,657.98 feet along the 1/16 section line to the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 27;

thence South 00°28'09" West 1,324.47 feet along the quarter section line to the South Quarter Corner of said Section 27;

thence South 89°30'06" East 2,664.00 feet along the section line to the Southeast Corner of said Section 27;

thence South 89°48'53" East 641.53 feet along the section line;

thence South 00°30'22" East 1,659.00 feet to the extension of the Northerly Boundary Line of Blackhawk Estates Plat “C”, recorded as Entry No. 11719743 in Book 2013P at Page 178 in the Office of the Salt Lake County Recorder;

thence along the extension of and said Northerly Boundary Line of Blackhawk Estates Plat “C” the following nine (9) courses:

(1) South 56°51'10" West 333.22 feet;

(2) South 68°38'27" West 95.94 feet;

(3) South 56°30'13" West 98.90 feet;

(4) South 51°26'05" West 67.14 feet;

(5) South 41°54'31" West 111.54 feet;

(6) South 48°31'38" West 142.42 feet;

(7) South 54°24'10" West 87.46 feet;

(8) South 44°19'04" West 94.58 feet;

(9) South 72°52'33" West 99.94 feet to the Northerly Boundary Line of Blackhawk Estates Plat “B”, recorded as Entry No. 11386427 in Book 2012P at Page 53 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line of Blackhawk Estates Plat “B” the following six (6) courses:

(1) South 72°52'34" West 12.55 feet;

(2) South 82°11'10" West 94.89 feet;

(3) South 86°16'00" West 83.86 feet;

(4) South 66°09'21" West 95.83 feet;

(5) South 58°13'58" West 137.09 feet;

(6) South 78°13'01" West 40.13 feet along said Northerly Boundary Line of Blackhawk Estates Plat "B" to the Northwest Corner of said Blackhawk Estates Plat "B";

thence South 12°44'34" East 10.64 feet along said Westerly Boundary Line of Blackhawk Estates Plat "B" to the Northerly Boundary Line of Western Creek PUD Plat A, recorded as Entry No. 10946923 in Book 2010P at Page 76 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line of said Western Creek PUD Plat A the following three (3) courses:

(1) South 78°07'21" West 16.66 feet;

(2) South 57°11'41" West 95.42 feet;

(3) South 73°50'10" West 172.86 feet along said Northerly Boundary Line of Western Creek PUD Plat A to the Northerly Boundary Line of Western Creek Plat B, recorded as Entry No. 11429199 in Book 2012P at Page 92 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line of Western Creek Plat B the following two (2) courses:

(1) South 73°27'12" West 291.53 feet;

(2) South 80°15'09" West 106.84 feet to the 1/16 section line;

thence North 00°10'31" East 1,342.34 feet along the 1/16 section line to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 34, monumented with a rebar and cap stamped "5251295";

thence North 89°31'41" West 2,661.50 feet along the 1/16 section line to the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 34, monumented with a Salt Lake County monument;

thence South 00°02'54" West 1,325.66 feet along the 1/16 section line to the quarter section line;

thence North 89°35'51" West 1,329.44 feet along the quarter section line to the East Quarter Corner of said Section 33, monumented with a Salt Lake County monument;

thence North 89°38'37" West 3,990.98 feet along the quarter section line to the Southwest Corner of the Southeast Quarter of the Northwest Quarter, monumented with a rebar and cap stamped "5251295";

thence South 00°20'42" East 1,323.10 feet along the 1/16 section line to the Southeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 33, monumented with a rebar and cap stamped "5251295";

thence North 89°38'31" West 1,327.74 feet along the 1/16 section line to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

thence North 89°29'26" West 2,641.53 feet along the 1/16 section line to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 32;

thence North 00°09'01" East 149.81 feet along the 1/16 section line;

thence North 86°15'53" East 292.00 feet;

thence South 88°11'07" East 207.61 feet;

thence North 00°09'01" East 185.12 feet;

thence South 86°15'53" West 500.00 feet to the 1/16 section line;

thence North 00°09'01" East 405.38 feet along the 1/16 section line to the Northeast Right-of-Way Line of State Route-111 (SR-111), also known as Bacchus Highway;

thence Northwesterly and Northerly along said Northeasterly said right of way line of State Route-111 (SR-111) the following seven (7) courses:

(1) Northwesterly 246.50 feet along the arc of a 268.31 foot radius curve to the right (center bears North 05°49'12" East and the chord bears North 57°51'41" West 237.92 feet with a central angle of 52°38'15");

(2) North 31°32'34" West 437.23 feet;

(3) Northwesterly 288.95 feet along the arc of a 331.97 foot radius curve to the right (center bears North 58°27'27" East and the chord bears North 06°36'27" West 279.91 feet with a central angle of 49°52'13");

(4) North 18°19'39" East 201.90 feet;

(5) Northeasterly 470.16 feet along the arc of a 1,482.39 foot radius curve to the left (center bears North 71°40'21" West and the chord bears North 09°14'30" East 468.19 feet with a central angle of 18°10'19");

(6) North 89°50'40" West 17.00 feet;

(7) North 00°09'20" East 792.30 feet;

thence North 71°13'51" East 3,153.48 feet to the Northwest Corner of said Section 33, monumented with a Salt Lake County monument;

thence South 89°35'41" East 5,303.20 feet along the section line to the point of beginning.

Contains 40,915,169 Square Feet or 939.283 Acres

Sorrento Parcel

Beginning at the Northeast Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point being on the southerly boundary line of Sunset Meadows Subdivision, recorded in Book 2006P at Page 99 in the Office of the Salt Lake Country Recorder; and running

thence South 89°18'51" East 143.31 feet along the section line;
thence South 01°13'03" West 1,792.97 feet to the northerly right-of-way line of 12900 South Street;
thence along said northerly right-of-way line the following two (2) courses:
(1) South 45°16'23" West 34.60 feet;
(2) South 89°30'06" West 216.23 feet;
thence North 00°35'33" East 287.43 feet;
thence North 89°26'15" West 231.51 feet to an existing fence line;
thence along said existing fence line the following four (4) courses:
(1) North 02°34'57" East 64.05 feet;
(2) North 02°05'37" East 830.03 feet;
(3) North 00°20'23" East 368.15 feet;
(4) North 02°15'49" West 272.30 feet to the section line;
thence South 89°30'49" East 339.50 feet along the section line and the southerly boundary line of said Sunset Meadows Subdivision to the point of beginning.

Contains 786,295 square feet or 18.051 acres

EXHIBIT B

Herriman City Vicinity Map

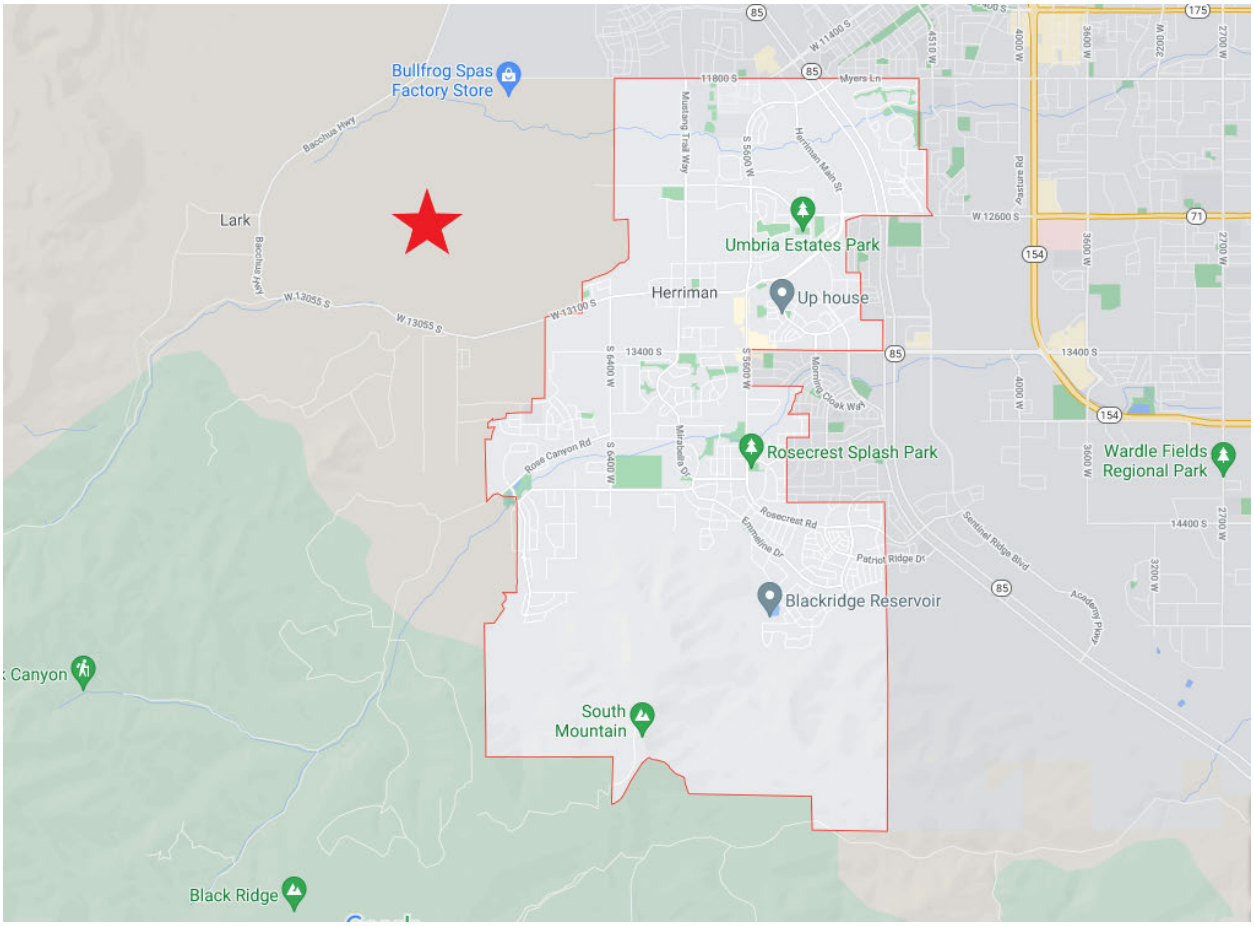
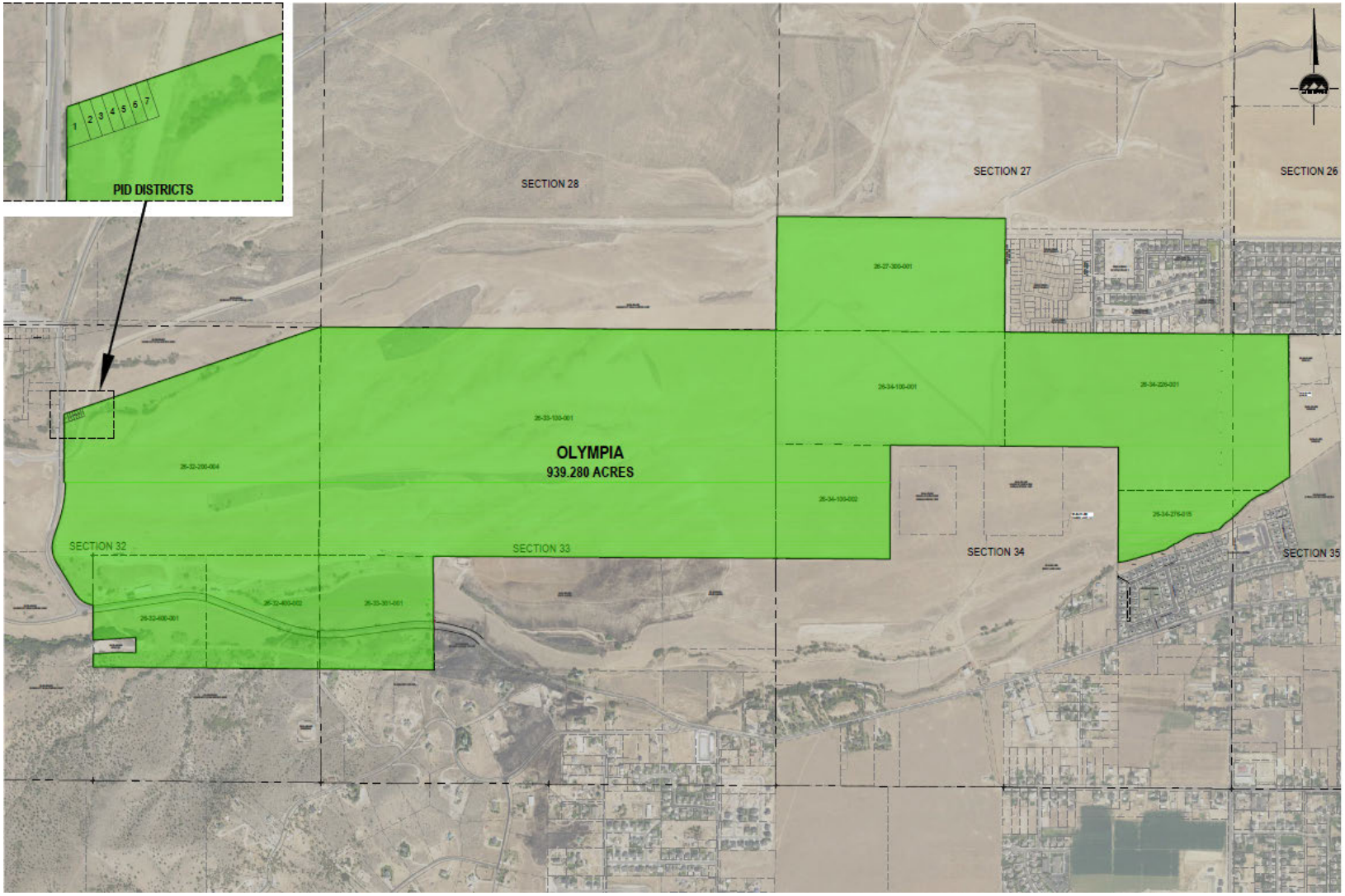


EXHIBIT C

Initial District and Annexation Area Boundaries Map




SALERNO ST
TOSCANA WAY
1300 SOUTH
ROSECREST ROAD
SORRENTO PARCEL

EXHIBIT D

Third Amended and Restated Interlocal Agreement between the Districts and Herriman City

~~SECOND~~THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN

HERRIMAN CITY, UTAH
AND
OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 1
AND
OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 2
AND
OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 3
AND
OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 4
AND
OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 5
AND
OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 6
AND
OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 7

THIS AGREEMENT is made and entered into as of this ____ day of _____, ~~2025~~2026, by and between HERRIMAN CITY, a political subdivision of the State of Utah ("City"), OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a political subdivision of the State of Utah ("District No. 1"), and OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 2, a political subdivision of the State of Utah ("District No. 2"), OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 3, a political subdivision of the State of Utah ("District No. 3"), OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 4, a political subdivision of the State of Utah ("District No. 4"), OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 5, a political subdivision of the State of Utah ("District No. 5"), OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 6, a political subdivision of the State of Utah ("District No. 6"), and OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 7, a political subdivision of the State of Utah ("District No. 7"). District Nos. 1-7 are each a "District" and are collectively referred to herein as the "Districts". The City and the Districts are collectively referred to as the "Parties".

This Agreement fully amends, restates, and compiles that original Interlocal Agreement entered into on [DATE], that First Amended Interlocal Agreement entered into on [DATE], and that Second Amended and Restated Interlocal Agreement entered into on [DATE].

RECITALS

WHEREAS, the Districts were organized to ~~provide to~~ exercise powers as are more specifically set forth in the Districts' ~~Second~~Third Amended and Restated Governing Document approved by the City on _____, ~~2025~~2026 ("Governing Document"); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the Districts; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement ("Agreement").

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

COVENANTS AND AGREEMENTS

1. Public Improvements; Operations and Maintenance. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate public entity, utility, or owners association in a manner consistent with the rules and regulations of the City and applicable provisions of the City Code and any development agreement. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity. In accordance with the PID Act, the City expressly authorizes the Districts to acquire or finance any remediation and any related improvements for publicly or privately owned property.

2. Ineligible Improvements.

(a) Except as described in (b) below, a District which is anticipated at the time of issuance of Debt to include residential uses shall not be permitted to finance Ineligible Improvements.

(b) The limitation on Ineligible Improvements described in (a) above does not apply to improvements relating to Affordable Housing.

3. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Public Improvements shall be subject to the ordinary inspection and approval procedures of the City and other governmental entities having proper jurisdiction.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of

comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

2. Inclusion Limitation. The Districts shall not include or withdrawal into or from their boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation or withdrawal of any area within the Annexation Area Boundaries into or from any of the Districts. The Districts shall not include within any of its boundaries any property inside the ~~inclusion~~Annexation Area Boundaries without the prior written consent of the City except upon compliance with the provisions of the Governing Document and the PID Act.

3. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

4. Initial Debt. Upon the issuance of a certificate of creation of a District issued by the Office of the Lieutenant Governor of the State of Utah, such District shall be permitted to: (a) issue Debt and/or (b) impose a mill levy for the payment of Debt and collect Fees and Assessments for the purpose of repayment of Debt.

5. No Debt Issuance Limitation. So long as Debt is issued in accordance with the provisions of ~~this~~the Governing Document, there is no limit to the amount of Debt that may be issued by any District.

6. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(~~4~~5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Governing Document and shall not be an authorized issuance of

Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

7. Dissolution. Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of ~~their~~its outstanding indebtedness and other financial obligations as required pursuant to State statutes, collected or assigned all Fees payable to such District, and disbursed of all assets of such District.

8. Disclosure to Purchasers. Within thirty (30) days of the effective date of adoption of the Third Amended and Restated Governing Document, each Board shall record a notice with the recorder of Salt Lake County. Such notice shall (a) contain a description of the boundaries of the District; (b) state that a copy of ~~this~~the Governing Document is on file at the office of the City; (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (e) if applicable, state that the debt may convert to general obligation debt and outline the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

(1) All of the information in the first paragraph of Section XI of the Governing Document;

(2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"Under the maximum property tax rate of the District, **for every $100,000 of taxable value**, there would be an **additional annual property tax of $400** for the duration of the District's Bonds."

(3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such End User acknowledging the foregoing.

9. Governing Document Amendment Requirement. ~~Actions of the Districts which violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts. Additionally,~~ Subject to the limitations and exceptions contained ~~in the Governing Document~~herein, the Governing Document may be amended ~~by passage of a resolutions of the City and the Districts approving such amendment~~as set forth in the PID Act.

~~10. Annual Report. Each District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days after the close of the District's fiscal year, commencing fiscal year 2023, containing the information set forth in Section IX of the Governing Document.~~

~~11.~~10. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

~~12.~~11. Limitations on Fees and Assessments.

(a) All Fees and Assessments (other than C-PACE Assessments) imposed by any District on a parcel shall be payable at or before the issuance of a building permit by the City with respect to such Parcel. So long as Fees are not passed on to End Users, there is no maximum amount of Fees that may be imposed by a District, provided that all such fees shall be related to administrative expenses of the District, the provision of Public Improvements, and debt service on Bonds relating thereto.

(b) Any Assessments issued under the C-PACE Act may be repayable in accordance with the provisions of such statute.

(c) The City agrees to collect Fees and remit such Fees to the Districts on at least a monthly basis and further agrees that any building permit issued within the boundaries of a District will require proof of payment of Fees and sign off by such District. Additional procedures regarding the collection and remittance of Fees may be established by interlocal agreement between the City and such District(s).

~~13.~~12. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding Forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

~~14.~~13. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:	Olympia Public Infrastructure District Nos. 1-7 c/o Olympia Land, LLC 527 E. Pioneer Road, #200 Draper, UT 84020 Phone: (801) 910-6206
With a Copy to:	Snow Jensen & Reece 912 West 1600 South Suite B200 St. George, UT 84770 Attn: ~~Matt~~Matthew Ence Phone: (435) 250-3860

To the City: Herriman City
5355 West Herriman Main Street
Herriman, UT 84096
Attn: Planning and Zoning
Phone: (801) 446-5323

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

~~15.~~14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

~~16.~~15. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

~~17.~~16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

~~18.~~17. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the Districts or fifty (50) years from the date hereof.

~~19.~~18. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

~~20.~~19. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

~~21.~~20. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

~~22.~~21. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

~~23.~~22. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

~~24.~~23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

~~25.~~24. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

~~26.~~25. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT]

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 3

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 4

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

OLYMPIA PUBLIC INFRASTRUCTURE
DISTRICT NO. 5

By: _____
Chair

Attest:

_____
Secretary
APPROVED AS TO FORM: _____

OLYMPIA PUBLIC INFRASTRUCTURE
DISTRICT NO. 6

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

OLYMPIA PUBLIC INFRASTRUCTURE
DISTRICT NO. 7

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

Herriman, Utah

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN
HERRIMAN CITY
AND
OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NONOS. 1 THROUGH 7

THIS FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT (this "**Agreement**") is entered into as of February 14, 2024,June __, 2026 by and among Olympia Public Infrastructure District No. 1, a public infrastructure district and a political subdivision and body corporate and politic duly organized and existing under the Constitution and laws of the State of Utah (the "District") and Herriman City, a Utah municipal corporation and body corporate and politic duly organized and existing under the Constitution and laws of the State of Utah (the ""**City**").") and Olympia Public Infrastructure District Nos. 1 through 7, public infrastructure districts and political subdivisions and bodies corporate and politic duly organized and existing under the Constitution and laws of the State of Utah (individually a "**District**" and collectively the "**Districts**"). Collectively, these entities are referred to herein as the ""Parties." ."

This Agreement fully amends, restates, and compiles that original Interlocal Cooperation Agreement entered into on February 14, 2024 between the City and Olympia Public Infrastructure District No. 1.

RECITALS

WHEREAS, the District is aDistricts are public infrastructure districtdistricts and a political subdivisionsubdivisions and bodybodies corporate and politic duly organized duly organized pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "**PID Act**") and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (the "**Special Districts Act**" and together with the PID Act, the "**Act**"); and

WHEREAS, pursuant to the terms of the Act on September 29, 2021, the City by Resolution R16-2021 (the "**Resolution**") approved the creation of the Districts and authorized the Districts to exercise the power to issue Debt and impose and collect Fees for the purpose of payment of costs of administering the Districts, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to the Act as described in the Resolution passed, the Act, and as authorized in the Third Amended and Restated Governing Document, dated April 26, 2023June __, 2026 (as may be further amended from time to time, the "**Governing Document**"); and

WHEREAS, the Governing Document provides that prior to the issuance of any building permit within the District's boundaries of a District, the City agrees "to collect Fees . . . and remit" such Fees back to the District in which the permit is being sought pursuant to the Governing Document and the Act on at least a monthly basis; and

WHEREAS, the Governing Document contemplates that additional procedures regarding the collection and remittance of Fees may be established by interlocal agreement between the City and the District, and the City and the DistrictDistricts have determined that it is in the best interests of their respective taxpayers, residents, and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein) and of the premises, covenants, and agreements contained herein, the City and the ~~District~~Districts hereby agree as follows:

1. **Definitions**. Capitalized terms used in this Agreement, unless the context requires otherwise, shall have the same meanings as set forth in the Agreement and the Governing Document.

2. **Collection and Remittance of Fees to the Districts.** The City agrees to: (a) collect the Fees imposed by the Districts and prior to the issuance of a building permit by the City, and then to (b) remit such Fees and the Proof of Payment on at least a monthly basis to the ~~Districts~~applicable District or the Trustee if so directed by such District, no later than the 30th day of the calendar month immediately following collection of the Fees. The City will deposit the Fees collected in a separate account created for such purpose. The City may assess an administrative fee at the time the Fee is paid per the City's fee schedule. Any administrative fee assessed by the ~~capital~~ City shall be in addition to the Fee imposed by the Districts. In the event the City is precluded from charging such a fee, the Districts will pay the City the administrative fee per the City's fee schedule per building permit. In the event that the Districts must pay to the City the administrative fee under the terms of this Agreement, the Districts may increase the ~~Contract~~ Fees to cover the administrative fee, subject to subsection (b) below.

a. When possible and practicable, it is the intent of the parties that the Fees imposed by the Districts shall be uniform across the Districts, such that the City is not required to collect different Fees for different Districts. However, the City and the Districts recognize that the fees may vary by type of development. (For a simplified example, and only as an example, there may be one fee for a residential building permit but a commercial building permit may be subject to fees which are different from residential building permits, and from other commercial permits. Fees for permits for uses, such as schools, churches, industrial, and so on, may have fees established on a case by case basis.) The Districts shall communicate all such fees to the City in writing, in advance, as required by this Agreement. In the event that the fee for the same type of permit is apparently different between Districts, the City agrees to collect the higher amount across all Districts until such time as the District or Districts notify the City of adjustments to the Fees as required by this Agreement.

b. To effectuate changes in the Fee amount, including annual adjustments, the Districts must communicate the changes to the City. The Districts must communicate the changes either in writing via letter to the City or via electronic mail to the City [OFFICE, OFFICER, EMPLOYEE] at least ninety (90) days prior to the effective date of the new Fee amount. The ninety (90) day clock begins on the day that the letter is mailed or the electronic mail is sent.

3. **District Boundary Changes.** For as long as this Agreement is in effect, upon certification of any change or modification to the boundaries of any District (including but not limited to any annexations or withdrawals), the affected District or Districts shall provide copies of the certificate of boundary action and final local entity plat to the City. Such copies shall be provided in the same manner as notice of Fee changes as set forth in paragraph 2.b. above.

3. **Building Permit Requisite.** The City hereby agrees to verify that the Fees, as defined under the Governing Document, have been paid in full prior to any issuance of a building permit within a District's boundaries.

4. **Term**. This Agreement is valid until the earlier to occur of: (a) repayment of the Debt in full or (b) termination of the Agreement in accordance with its terms (including any extensions or amendments thereto).

5. **Amendments to Agreement**. The City may approve amendments to this Agreement with one or more individual Districts without the written consent of the other Districts. The City agrees not to amend this Agreement in a manner that negatively affects a District without the written consent of ~~the~~such affected Districts. In addition, during the Term of this Agreement, the City will not enter into any agreement or transaction that impairs the rights of the Districts under this Agreement.

6. **Third-Party Beneficiary**.

a. The City and the Districts acknowledge that a trustee, bank, or entity or person providing credit enhancement for the Debt (the "Trustee") must be entitled to rely on the payment of the Fees to the Trustee hereunder for the benefit of the owners of the Debt. Accordingly, the Trustee shall be a third-party beneficiary hereunder for the benefit of the owners of the Debt; *provided, however,* that the Trustee shall constitute a third-party beneficiary solely with respect to payment of the Fees as provided herein. Nothing in this Section 6 or elsewhere in this Agreement shall be construed as giving any third-party beneficiary any rights other than as specified in the preceding sentence, and in no event shall any third-party beneficiary of this Agreement have any right of prior consent to any amendments hereto.

b. It is intended that there be no third-party beneficiaries of this Agreement other than the Trustee and nothing contained herein, expressed or implied, is intended to give to any person any claim, remedy, or right under or pursuant hereto, and any agreement, condition, covenant, or term contained herein required to be observed or performed by or on behalf of any party hereto shall be for the sole and exclusive benefit of the other party.

7. **Integration, Modification, and Waiver**. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the matters described herein and supersedes all previous contracts, agreements, and understandings of any parties, whether oral or written, relating to such agreement. This Agreement cannot be modified, or any of the terms herein waived except by an instrument in writing executed by the ~~party~~City and the District or Districts against whom enforcement of the modification or waiver is sought.

8. **Severability**. If any provision in this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. **Contest Period.** The Parties agree to publish and post notice of this Agreement in accordance with the Interlocal Cooperation Act, Utah Code §11-13-219(3)(c) and as a class A notice under Utah Code §63G-30-102 (as modified by Utah Code §63H-1-202(7)(b)), for 30 days.

After the notice of this Agreement has been posted for 30 days, no one may contest the regularity, formality, or legality of the Agreement or any action performed or instrument issued under the authority of the Agreement for any cause whatsoever.

9. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the respective parties and their respective successors and permitted assigns.

10. **Governing Law and Venue**. The laws of the State of Utah shall govern the validity, enforcement, and interpretation of this Agreement. Any dispute or cause of action under this Agreement shall be resolved before the Third District Court in Salt Lake County, Utah~~,~~ or the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Further Acts**. In addition to the acts recited in this Agreement to be performed by the parties, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

12. **Electronic Transactions**. The transactions described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents are authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

13. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned pdf image.

14. **Valid and Binding**. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms. The City will defend the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or which challenges the authority of the City to enter into or perform its obligations hereunder. The City will not use the Fees to pay its legal fees or other costs related to such defense obligation.

15. **Time ~~if~~is of the Essence**. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any non-defaulting Party may seek any remedy available at law or in equity, including damages, court costs, and attorney fees as may be proper.

16. **Records**. The City will keep and maintain accurate records of the receipts and expenditures of the Fees and upon request will make available for inspection and copying by the Districts and the Trustee during regular business hours.

17. **No City Pledge of Fees**. The City will not pledge or encumber the Fees other than the pledge made to the Districts under this Agreement. The City will not enter into any contracts or agreements that are (or would require the City to take actions that are) in conflict or inconsistent with the terms of this Agreement.

18. **Headings**. The headings in the paragraphs of this Agreement are inserted for

convenience only and shall not constitute a part hereof or affect the construction or interpretation of any terms of this Agreement.

19. **Opinion**. Prior to issuance of any Debt to which the Fees are pledged, the City will deliver an opinion of counsel in substantially the form attached as Exhibit A, addressed to the ~~Districts~~issuing District and solely with respect to this Agreement, which opinion will state in substance that this Agreement has been duly authorized, executed, and delivered by the City, constitutes a valid and binding agreement of the City, enforceable according to its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium, or other law affecting the enforcement of creditors' rights generally and subject to the application of general principles of equity.

[Remainder of page intentionally left blank]

[SIGNATURE PAGE TO FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT]

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 1

_____
Chair

ATTESTED:

_____
Secretary

APPROVED AS TO FORM:_____

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 2

_____
Chair

ATTESTED:

_____
Secretary

APPROVED AS TO FORM:_____

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 3

_____
Chair

ATTESTED:

_____
Secretary

APPROVED AS TO FORM:_____

[SIGNATURE PAGE TO FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT]

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 4

_____
Chair

ATTESTED:

_____
Secretary

APPROVED AS TO FORM: _____

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 5

_____
Chair

ATTESTED:

_____
Secretary

APPROVED AS TO FORM: _____

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 6

_____
Chair

ATTESTED:

_____
Secretary

APPROVED AS TO FORM: _____

[SIGNATURE PAGE TO FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT]

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 7

_____
Chair

ATTESTED:

_____
Secretary

APPROVED AS TO FORM: _____

[SIGNATURE PAGE TO FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT]

Herriman, Utah

_____
Herriman City Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT A

To Contract Fee Interlocal Agreement
Sample Opinion of Counsel

[CLOSING DATE]

Herriman City
Herriman, Utah

[TRUSTEE]

[BOND COUNSEL]

Olympia Public Infrastructure District No. [__]
Herriman, Utah

[UNDERWRITER]

OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. [__] (the "District")
$_____
[SPECIAL REVENUE BONDS, SERIES 20__]

Ladies and Gentlemen:

We have acted as general counsel to Herriman City, Utah (the "**City**") in connection with the execution and delivery by the City of a First Amended and Restated Interlocal Cooperation Agreement, dated as of _____, 2026 (the "**Contract Fee Interlocal Agreement**"), between the City and Olympia Public Infrastructure District No. 1-7 (the "**Districts**"), pursuant to which the City has agreed to collect and remit certain contract fees imposed by the District (the "**Contract Fees**") to the District. The opinions stated herein are given in our limited capacity as legal counsel to the City for general matters.

As to questions of fact material to our opinion, we have relied specifically upon the certified proceedings of the City relating to the authorization, issuance and delivery of the Contract Fee Interlocal Agreement and certifications or other representations of the City Council of the City (the "**City Council**"), the District's Board of Trustees, the Developer, and other persons furnished to us without undertaking to verify the same by independent investigation. Whenever our opinion with respect to the existence or absence of facts is indicated to be based on our knowledge, it shall mean that, during the course of our representation as described above, no material information has come to our attention which has given us actual knowledge contrary to the existence or absence of such facts. We have not undertaken any independent investigation to determine the existence or absence of such facts, nor have we undertaken any such investigation with respect to facts certified by anyone, and no inference as to our knowledge of the existence or absence of such facts may be drawn from our representation of the City.

In connection herewith, we have assumed, without independent verification or investigation as to the same: (a) the genuineness and authenticity of all documents submitted to us as originals; (b) the conformity of the originals to all photocopies provided to us in connection with rendering this opinion; (c) that the signatures of persons signing all documents in connection

with which this opinion is rendered are genuine and are authorized by the entity on whose behalf such persons have signed; provided, however, that no such assumptions as to genuineness and authorization are made as to signatures on behalf of the City; (d) that all parties to the documents reviewed by us have full power and authority and have obtained all consents and/or approvals necessary to execute, deliver and perform thereunder; provided, however, that no such assumptions are made as to the City regarding necessary consents and/or approvals in connection with execution, delivery, and performance of the City Documents, as defined below; and (e) that all such documents have been duly authorized by all necessary corporate officers, have been duly executed by such parties, and have been duly delivered by such parties; provided, however, that no such assumptions are made as to the City's execution and delivery of any City Documents.

The Contract Fee Interlocal Agreement was authorized pursuant to a resolution approved by the City Council on _____, 2026 (the "**City Resolution**"). Capitalized words and phrases not otherwise defined herein shall have the meanings assigned in the City Resolution.

As general counsel to the City, we have reviewed the following documents:

A. The 3rd Amended and Restated Governing Document of the District, approved by the City Council on _____, 2026, and the 3rd Amended and Restated Interlocal Agreement of the District approved by the City Council on _____; 2026;

B. The City Resolution; and

C. The Contract Fee Interlocal Agreement.

The documents described in paragraphs (A-C), above, are hereafter referred to as the "City Documents."

Based on the foregoing, and except as otherwise qualified and limited herein and expressly qualified by paragraphs following paragraph 8 below, we are of the opinion that:

1. The City is a political subdivision and body politic duly organized and validly existing under the laws of the State of Utah with the full power and authority to enter into and perform its obligations under the Contract Fee Interlocal Agreement and to carry out the transactions contemplated thereunder.

2. The City has the right and power to adopt the City Resolution and the City Resolution has been duly adopted by the City and is in full force and effect as of the date hereof and have not been modified, amended, or rescinded since adoption thereof.

3. The City Documents have been duly authorized, executed, and delivered on behalf of the City and assuming due authorization, execution, and delivery by the District, the Contract Fee Interlocal Agreement constitutes a valid and binding obligation of the City enforceable in accordance with its terms.

4. To the best of our knowledge, there are no legal or governmental proceedings (including any litigation, action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body, or any governmental or administrative authority or agency) pending or, to the best of our knowledge, threatened or contemplated (or any basis therefor):

a. challenging in any way the titles of the officials of the City or their rights to their respective offices;

a. seeking to restrain or enjoin the execution, delivery, and performance of the Contract Fee Interlocal Agreement or the collection and remittance of the Contract Fees;

b. contesting or affecting the authority for or the validity of the City Resolution, the Contract Fee Interlocal Agreement, or the collection and remittance of the Contract Fees; or

c. contesting in any way the existence, boundaries, or powers of the City or its authority to adopt the City Resolution.

1. To the best of our knowledge and with reasonable inquiry, the issuance, execution, and delivery of the City Documents and the performance by the City of its obligations with respect thereto, will not result in a violation of any applicable judgment, order or decree of any authority of the State of Utah, and will not result in a breach of, or constitute a default under, any agreement or instrument to which the City is a party or by which the City is bound.

2. To the best of our knowledge and with reasonable inquiry, no material additional or further approval, consent, or authorization of any governmental, public agency, or authority not already obtained is required by the City in connection the entering into and performing its obligations under the City Documents.

The obligations of the City with respect to the City Documents and other documents and agreements referred to or contained therein or herein may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

The opinions expressed herein are based solely upon Utah law as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

We express no opinion as to the financial ability of the City to perform its obligations under the City Documents or the financial condition of the City.

Our only client in the transaction to which this opinion relates is the City. The inclusion of the additional addressees to this opinion shall not establish an attorney-client relationship between such addressee and our firm.

This letter and the opinions expressed herein are limited to the use of the addressees as set forth above, and may not be relied upon by other parties, and may be relied upon only as stated herein.

Sincerely,

[Signature]