

WASATCH FRONT WASTE AND RECYCLING DISTRICT (WFWRD)

BOARD OF TRUSTEES REGULAR MEETING AGENDA

To be held Monday, August 24, 2026, at 9:00am at the District Offices located at 604 West 6960 South, inside the Salt Lake County Public Works Administration Building Training Room. This meeting will also be held electronically via Microsoft Teams. Public login is:

<https://teams.microsoft.com/meet/280578934466344?p=UTHI34g8cZSpQ0etdC>

Meeting ID: 280 578 934 466 344, Passcode: Zh9FW3QB

Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities may be provided upon receipt of a request within five working days' notice. For assistance, please call V/385-468- 6332; TTY 711. Members of the Board may participate electronically.

Call to Order [9:00am]: Emily Gray, Board Chair
Roll Call: Catarina Garcia, Board Clerk

1. Meeting Open for Public Comments

Members of the public wishing to provide written comments to the Board of Trustees may do so by submitting their comment to the Board Clerk at cqarcia@wfwrdutah.gov before Sunday, August 23rd at 9:00pm. All comments must include the name and address of the individual making the comment. These comments will be read at the meeting as if the individual were present. Public comments can also be made in person or via Webex during this time (comments are limited to 3 minutes).

2. Consent Items (**Approval Requested**) [5 minutes / 9:00am-9:05am]

2.1 July 27, 2026 Board of Trustees Regular Meeting Minutes

3. Business Items:

3.1 General Manager Report: Evan Tyrrell, General Manager (**Information/Discussion**)
[10 minutes / 9:05am-9:15am]

3.2 WFWRD Safety Program and Loss Prevention Overview Presentation: Shane Norris, Safety and Emergency Preparedness Coordinator (**Information/Discussion**) [20 minutes / 9:15am-9:35am]

3.3 Preliminary Curbside Bulky Waste Model Overview: Evan Tyrrell, General Manager, and Renee Plant, Administrative Manager (**Information/Discussion**) [20 minutes / 9:35am-9:55am]

3.4 Preliminary Collection Day by Service Area Modification Considerations (Post-Herriman Withdrawal) and Calendar Year 2027 to Enhance Customer Service and Go-Back Efficiencies: Evan Tyrrell, General Manager (**Information/Discussion/Direction**) [20 minutes / 9:55am-10:15am]

3.5 Considerations to Suspend Subscription-Based Curbside Green Waste Collection Service Offerings in the Southwest Geographic Region of Salt Lake County due to Significant Haul Distances and *de minimis* Participation Outside of Herriman City: Evan Tyrrell, General Manager (**Information/Discussion/Acceptance**) [10 minutes / 10:15am-10:25am]

3.6 Modification of Monthly Billing Due Dates to Avoid Billing Discrepancies for AutoPay Customers: Helen Kurtz, Finance Director, and Evan Tyrrell, General Manager (**Information**) [5 minutes / 10:25am-10:30am]

3.7 Herriman City Withdrawal Updates and Draft Interlocal Agreement: Emily Gray, Board Chair, Evan Tyrrell, General Manager, and Rachel Anderson, Legal Counsel **(Information/Discussion/Direction)** [25 minutes / 10:30am-10:55am]

3.8 Consideration and Possible Adoption of Resolution No. 4448 Approving an Interlocal Agreement Detailing the Terms of Withdrawal of Herriman City from WFWRD: Emily Gray, Board Chair, and Rachel Anderson, Legal Counsel **(Adopt or Table)** [5 minutes / 10:55am-11:00am]

4. Closed Session (If Needed)

The Board of Trustees may temporarily recess the meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, or other legally applicable reasons as provided by Utah Code Annotated §52-4-205.

5. Other Board Business

This time is set aside to allow Board Members to share and discuss relevant topics.

6. Items for Subsequent Board Meetings

- General Manager Report
- Curbside Bulky Waste Conceptual Plan Presentation
- Open and Public Meetings Act Training
- Preliminary 2027 Budget and Fee Schedule (September)
- Tentative 2027 Budget and Fee Schedule (October)
- WFWRD Customer Account Management and Billing Overview Presentation
- [ON HOLD] Boundary Adjustment for the Northern Salt Lake County Service Area Annexed by Salt Lake City
- [ON HOLD] Looking Forward – 2027 and Beyond: District Land, Buildings, and Offices

7. Adjournment

WASATCH FRONT WASTE AND RECYCLING DISTRICT (WFWRD)

BOARD OF TRUSTEES REGULAR MEETING MINUTES

PENDING BOARD APPROVAL

Held Monday, July 27, 2026, at 9:00am at the District Offices located at 604 West 6960 South, inside the Salt Lake County Public Works Administration Building Training Room. This meeting was also held electronically via Webex.

Anna Barbieri, Board Vice-Chair, called the meeting to order at 9:10am and Catarina Garcia, Board Clerk, conducted the Roll Call.

Board Members: Anna Barbieri-City of Taylorsville, Greg Shelton-White City, Lyndsay Longtin-Kearns City, Matt Holton-Cottonwood Heights (*excused at 10:00am*), Nick Griffith-Emigration Canyon, Zach Jacob-City of West Jordan

Participating Electronically: Clark Bullen-Murray City, Marci Houseman-Sandy City, Nicole Handy-Millcreek City, Terry George-Magna City

Public: Patrick Craig-Salt Lake County, Justun Edwards-Herriman City

Excused/Absent: Emily Gray-City of Holladay, Jared Henderson-Herriman City, Laurie Stringham-Salt Lake County, Lise Brunhart-Town of Brighton, Tessa Stitzer-Town of Copperton

District & Support Staff: Evan Tyrrell-General Manager, Helen Kurtz-Finance Director, Hazel Dunsmore-Human Resources Manager, David Ika-Operations Manager, Renee Plant-Administrative Manager, Catarina Garcia-Executive Assistant/Board Clerk, Rachel Anderson-Legal Counsel

Webex: Andre Perov-GIS Coordinator

1. Meeting Open for Public Comments

There were no public comments.

2. Consent Items

2.1 June 22, 2026 Board of Trustees Regular Meeting Minutes

Board Member Longtin motioned/Board Member Holton seconded to adopt the June 22, 2026 meeting minutes. Motion passed unanimously.

3. Business Items:

3.1 General Manager Report

Evan Tyrrell, General Manager, reminded the Board that WFWRD was invited to submit a proposal last month to Draper City for collection services, which we recently learned was awarded to ACE Recycling & Disposal. WFWRD also recently submitted a proposal to the City of West Jordan for collection services which will be tentatively awarded to a provider in mid-August with a contract start date in 2027.

Vice-Chair Barbieri thanked staff and commented on the amount of work that went into that. It tightens up what we do and it always pays off, even if not with the [Draper City] contract, it pays off with what we learned.

Evan reported on the following PGIs (Priorities, Goals, and Initiatives):

- ADM.3: An RFP for Recycling Processing and Recovery will be solicited during the month of August.
- ADM.6: Cost savings for video review of reported missed pickups were quantified at \$38,600.
- ADM.7: Additional adjustments were made to WFWRD's County IT subscription services. To date, a total of 24 active directory accounts, 2 fax lines, and 1 database have been removed. Many of these accounts were unused, unnecessary, or were consolidated under existing user accounts. Quantified savings of \$35,000 for 2026, ongoing annual savings of \$46,000.
- FIN.1: An RFP will be solicited in 2026 for a line-of-service financial assessment by geographic service area. At this time, this item will likely carry over into the 2027 budget year and will require additional funding from what was originally budgeted.
- FIN.3: 23,900 customers are signed up for paperless, electronic billing. This represents a 23% increase of 4,413 paperless subscribers since January 20, 2026. Cost savings have not yet been calculated for this item as they relates to FIN.4 and will be trued-up at the end of the year.
 - Vice-Chair Barbieri gave kudos to Evan and staff for putting together what seemed like a daunting task. It costs \$667,000 just to send out a bill and we have already switched 20,000 people. She found it very impressive and it makes a big dent. Board Member Holton commented that the postcards are great and is happy we did it. Others agreed.
 - Helen replied to Board Member Shelton that we confirmed there are no privacy issues and she believes that may have contributed to the increase in paperless customers. That is our suggestion to customers, they can eliminate the postcard completely.
 - Evan replied to Board Member Griffith that we service slightly above 86,500 households, not including the Accounts Receivable accounts through Special Services, municipalities, etc. Board Member Holton calculated roughly one-third are on paperless. It was agreed there is a way to go. Board Member Jacob asked about an "industry standard" noting we will never get 100%, but if there is a certain percent we can expect. There were comments about being charged to stay on paper billing from other establishments, and that 50% is achievable.
- OP.1.1: We are currently averaging 83 SCRP containers per day, representing an increase of more than 38% in container deliveries compared to the past three-year average of 60 containers per day. End-of-season data will be reported along with a conceptual curbside bulky waste collection program plan. There is approximately \$1,800 in quantified savings and \$1,200 in scrap metal revenue tied to new initiatives and operational processes that have been taking place during this year's SCRP operations.
- OP1.2: Combined service order and per material fees have resulted in new revenues totaling \$4,481 in the Specialty Curbside Collection Services (SCCS) program.
 - Evan replied to Board Member Holton that there is a base pick up fee, and a per unit fee based on the materials collected [mattresses, appliances, tires]. The fees are intended to offset and have full cost recovery for our administrative cost and for our cost for the collection, handling, hauling, and disposition of those materials. Board Member Holton commented that this program is so great and very cool.
 - Vice-Chair Barbieri stated that she printed several fliers and gave them out at Taylorsville Dayzz and the cleanup event, and people are really excited about the program. It occurred to

her this is something the Board Members could give to their code enforcement departments who have to deal with a lot of mattresses, tires, etc. She encouraged Board Members to reach out to their code enforcement and let them know this service is available because it is a real bonus for residents who are being told to clean it up but they don't know how. Vice-Chair Barbieri was impressed when Renee informed her that WFWRD has printed business cards for this program and will bring some to the next meeting to share.

- OP.2: There has been an increase of 346 green can subscribers with an estimated \$25,000 additional revenue for the year.
- OP.3.3: As of 06/30/2026, a total of 77 extra/late set-out return pickups had been completed resulting in \$1,925 in revenue.
- OP.3.6: This new item is regarding the Mahogany Radio Tower upgrades that Evan reported at a previous Board Meeting. The total cost to the District to support the Mahogany Radio Tower upgrades, including digital truck radio replacements, was estimated to be \$355,000. David [Ika] has been working with a variety of vendors and County IT and are moving forward with Push-to-Talk technology that ties in with the cellular networks. The overall savings are \$315,000. Capital one-time costs will total ~\$30,000 and ongoing total monthly subscription costs will be ~\$1,950. Overall, ongoing costs will be considered negative absent information on additional tower upgrades. However, at less than \$25,000 per year, this constitutes a break-even period of 15 years.
- SAF.2: The District's insurance renewal took effect in July. The new Experience Modifier (EMOD) for July 2026-June 2027 has been reduced from 1.74 to 1.36, resulting in a one-time cost savings of \$21,332 according to information provided by the ULGT.
- Overall, new one-time savings that have been quantified and forecasted year-to-date for 2026 are \$1.07M, \$452,000 of which will be ongoing annual savings in 2027 and beyond.
- Adding continued ongoing cost savings measures implemented in 2025 of \$1.24M to the new 2026 one-time cost savings results in a grand total of \$2.3M in cost savings for 2026, and ongoing annual savings are approaching \$1.7M.
 - Several Board Members thanked Evan and staff and commended them on a job well done.
 - Board Member Griffith commented that [they] all know about these cost savings initiatives, and the importance of sharing them with their respective councils. Going forward we need to think about showing our customers how they are actually getting this value from the service because they are not likely going to know that even though Board Members give long briefings in their meetings but the customer is probably not going to see that. It will behoove the longevity of how well our services are being delivered to our customers. Evan noted that during the Board Retreat we discussed the concept of short videos, etc. He presents to councils, we distribute a monthly WFWRD newsletter, and we recently initiated a Google review campaign in an effort to boost WFWRD's positive reviews on Google.

3.2 2nd Quarter 2026 Financial Report

Helen Kurtz, Finance Director, reported on 2nd quarter revenues and Evan commented on waiving late fees with the transition to Point & Pay and monthly billing. Late fees have been getting waived all year, and they are being reinstated in August for any outstanding June balances, and so on.

Helen reported on 2nd quarter personnel expenses, operating expenses, capital purchases, cash balances, refunds, maintenance costs, and fuel and mileage. Overall, revenues were within 0.31% of mid-year forecasts, and operating expenses were about 5% below mid-year forecasts for the first 6

months of the budget year, resulting in a preliminary increase in net position of approximately \$2.1M year-to-date. Estimated capital expenses for the year are currently projected at \$3.8M as compared to the \$5.3M that was originally budgeted, primarily due to the postponement of purchasing 4 of 8 sideload trucks and other capital replacements that have come in under original capital budget estimates. Cash balances are holding steady above \$14M with approximately \$3.15M of unspent but expected capital purchases that remain for the year. Second quarter customer refunds were slightly above \$9,000 with almost \$6,500 that were attributable to inadvertent customer overpayments. Maintenance costs have continued to increase compared to past years, average diesel fuel prices are up \$1.22 per gallon compared to last year, and CNG fuel prices have remained relatively steady.

Evan added that WFWRD will be considering purchasing CNG trucks next year due to the volatility of diesel fuel prices, and Helen finished her report with commodity tonnages. Evan commented that there are a lot of factors that contribute to the tonnage trends such as weather. Recycling tonnages may have decreased due to less consumer spending. He replied to Board Member Griffith that there's nothing to indicate people are throwing more recycling into their trash cans and Board Member Longtin mentioned that some residents are xeriscaping their yard, cutting back on the amount of grass clippings, which may also be attributable to the reduction in green waste tonnages.

Vice-Chair Barbieri thanked Helen for her report noting that it is always good to see the numbers that are always so stable.

There were no additional comments or questions.

3.3 2026 Annual Fraud Risk Assessment

Helen Kurtz, Finance Director, reported this annual assessment is required by the State Auditor's Office and presented to the governing board for all government entities. The stated purpose for this is really to protect public funds, build public trust, and document practices that measure internal controls.

Our score is 335, once again in the low risk category, which is where we have been since Helen has been on staff. Sometimes it's a bit cost prohibitive to go for a very low score but Helen is happy and satisfied with the score of 335. There is a list of Separation of Duties that we complete to get the 200 points. In order to do so, you have to have a yes to all of them or mitigating controls in place for certain items.

All our Separation of Duties answers are yes except for one mitigating control: "Are all the people who are able to collect cash or affect payments different from all the people who are able to adjust customer accounts." We have our Customer Solutions staff who take payments and they can also adjust accounts for certain things. To mitigate that, we have our Billing Administrator Kenny [Simin] who checks all of the receipt transactions because he doesn't touch receipts. He sends that report on a monthly basis to Evan and Helen for review, which is our mitigating control and acceptable by our independent auditors and the State Auditor.

There were no questions or comments.

Board Member Jacob motioned/Board Member Shelton seconded to approve the 2026 Annual Fraud Risk Assessment. Motion passed unanimously.

4. Closed Session

No closed session was needed.

5. Other Board Business

Rachel Anderson, Legal Counsel, discussed the Open and Public Meetings Act Training which she typically gives during a Board Meeting, but has not yet this year, to ensure our members have received it. There is also a Special District Board Member Training which is due in the first year after being appointed to the Board, then once per term, which is four years. The independent financial auditors check each year to ensure we are compliant. The two Board Member Training sources are the State Auditor Website and through the UASD conference in the fall.

Vice-Chair Barbieri and Rachel encouraged all Board Members to attend this very informative conference, which is typically held in Layton, Utah, during the month of November.

Catarina Garcia, Board Clerk, mentioned that the District has traditionally covered the registration fee for WFWRD Board Members wishing to attend the annual UASD conference, and that she will be reaching out to them as the conference approaches.

6. Items for Subsequent Board Meetings

- General Manager Report
- Collection Day by Service Area Modification Considerations (Post-Herriman Withdrawal)
- Considerations to Suspend Subscription-Based Curbside Green Waste Collection Service Offerings in the Southwest Geographic Region of Salt Lake County due to Significant Haul Distances and de minimis Participation Outside of Herriman City
- Curbside Bulky Waste Conceptual Plan Presentation
- Boundary Adjustment for the Northern Salt Lake County Service Area Annexed by Salt Lake City
- WFWRD Safety Program and Loss Prevention Overview Presentation
- WFWRD Customer Account Management and Billing Overview Presentation
- Looking Forward – 2027 and Beyond: District Land, Buildings, and Offices

7. Adjournment

Board Member Jacob motioned/Board Member Houseman seconded to adjourn. Motion passed unanimously.

Meeting end time: 10:11am

SAFETY PROGRAM & LOSS PREVENTION



Shane Norris
*Safety and Emergency
Preparedness Coordinator*

1. Introduction
2. Training
3. Utah Local Governments Trust
4. Accidents
5. Worker Compensation

BUILDING A CULTURE OF SAFETY AT WFWRD

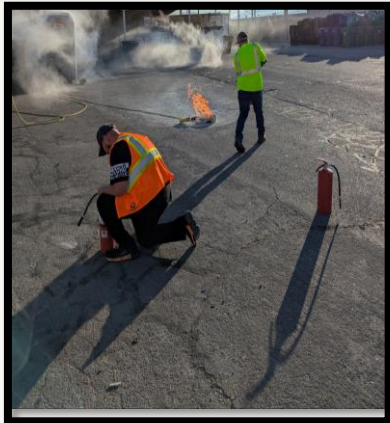
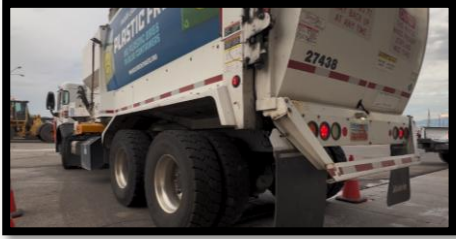


OPERATOR TRAINING

Monday Morning Tailgates

Stand Downs

Monthly Operator Trainings



MANAGER AND SUPERVISOR

- Distracted Driving
- Accident Investigation Reporting
- Reasonable Suspicion
- Injury Response and Reporting
- Hazard Spill Prevention and Cleanup



ADMINISTRATIVE STAFF

- Emergency Response Manual
- Ergonomics
- First Aid
- Active Shooter
- Fire & Earthquake Training and Drills
- On-line



DOCUMENTATION AND COMPLIANCE

Systems

- Infrastructure Inspection
- Complaint Documentation
- Employee Management & Policy Review
- Fraud Risk Assessment
- Legal Awareness

DOCUMENTATION AND COMPLIANCE

Safety

- Driver Accountability
- Distracted Driving
- Supervisor Accountability
- High Risk Driver Trigger

BE YOUR BEST
JOIN THE
Trust Integrity
PROMISE

ANOTHER TRUST MEMBERSHIP BENEFIT

PARTNER WITH US

As a member of the Trust, we offer you the tools, training, inspiration, and incentives to be your best. But Trust members are also offered a significant additional incentive to invest in themselves.

The Trust Integrity Promise.

It is a simple idea. Members who consistently invest in the Trust Integrity Promise over 5 years will receive 100% of their 5th year liability premium back.

The investment you make as a member into the Trust Integrity Promise is not money, but yourself. It is the sincere measured efforts utilizing the Trust Membership Benefits to be your best.

See other side for details.



UTAH LOCAL GOVERNMENTS TRUST

TRUST

DOCUMENTATION AND COMPLIANCE



Integrity Promise

- Prompt Reporting
- Performance Updates
- Directed Care
- Legal Brief
- Return to Work
- Site Inspections
- MVRs
- Citizen Complaint Records
- Driver Qualification
- Fraud Risk Assessment
- Backing Policy
- Monthly Safety Meetings
- Incident Review

ACCIDENTS AND INCIDENTS



- The processes from beginning to end
- The point system and accident log
- In-house claims
- Filing a claim
- Notice of claim
- Retraining and getting our driver back to route

ACCIDENTS AND INCIDENTS TYPES



2024

11	Arm Function Accidents
13	Backing
34	Property Damage

2025

17	Arm Function Accidents
11	Backing
47	Property Damage







1896 East Severn Drive, Holladay, UT, 84124

Lat: 40.68379666 • Long: -111.83733449

Speed (mph)





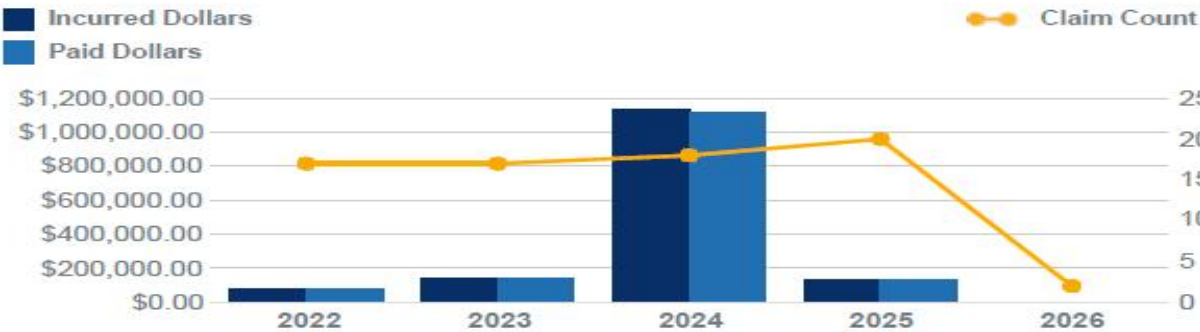
Executive Performance Summary
Automobile



Date Selection Valued as of
Latest 5 Policy Years 07/2026 (Travelers' month-end)

UTAH LOCAL GOVERNMENTS TRUST

Loss Summary (Latest 5 Policy Years)



Policy Year	Claim Count	Incurred Dollars	Paid Dollars
2022	17	\$81,496.00	\$81,495.14
2023	17	\$144,552.00	\$144,551.68
2024	18	\$1,130,405.00	\$1,116,167.71
2025	20	\$131,231.00	\$131,229.77
2026	2	\$0.00	\$0.00

Open Claims Summary (All Years)

2 Open Claims	Incurred Dollars	\$14,872.00	0 claims where incurred dollars are greater than or equal to \$25,000 2 claims open 90 days or longer 1 claim with legal activity
	Paid Dollars	\$634.00	
	Outstanding Dollars	\$14,238.00	

WORKERS COMPENSATION



Form 122E **EMPLOYER'S FIRST REPORT OF INJURY OR ILLNESS** Rev 10/2019

TO BE COMPLETED BY EMPLOYER WITH ORIGINAL SENT TO INSURANCE CARRIER AND COPY SENT TO INJURED WORKER

INJURED WORKER INFORMATION:

Name: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
Social Security Number: _____ Date of Birth: _____
Marital Status: _____ Sex: ☐ Male ☐ Female ☐ Unknown ☐
Occupation / Job Title: _____ Date Hired: _____
Employment Status: _____ Number of Dependents: _____
Wage: _____ Wage Period: ☐ Daily ☐ Weekly ☐ Monthly ☐
Full Pay for Day of Injury: Yes ☐ No ☐ Number of Days Worked per Week: _____

EMPLOYER INFORMATION:

Business Name: _____ Phone: _____
Employer Contact: _____ Phone: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Employment Address: _____ City: _____ State: _____ Zip: _____
Employer FEIN: _____

INSURANCE INFORMATION:

Carrier: _____ Phone: _____
Carrier Address: _____ City: _____ State: _____ Zip: _____
Policy / Self-Insured Number: _____ Policy Period: _____

OCCURRENCE/TREATMENT:

Date of Injury / Disease: _____ Time of Injury: _____ Date Employer Notified: _____
Nature: _____ Body Part: _____ Cause: _____
Last Day Worked: _____ Date Disability Began: _____ Date Returned to Work: _____
Fatality: Yes ☐ No ☐ Date of Death: _____ Date Administrator Notified: _____
Address of Occurrence: _____ City: _____ State: _____ Zip: _____
Premises: Employer's ☐ Other ☐ Description: _____
Accident Description: _____

Provider Injured Worker Received Care From: _____
Provider Address: _____ City: _____ State: _____ Zip: _____
Treating Physician: _____ Phone: _____
Initial Treatment: No Medical Treatment ☐ Minor: By Employer ☐ Minor: Clinic/Hospital ☐ Emergency Care ☐
Hospitalized-24 Hours ☐ Future Major Medical/Lost Time Anticipated ☐
Witnesses: Yes ☐ No ☐ If yes list their names and phone number: _____

For your protection, it is required by Utah Law to give notice that workers' compensation fraud is a crime. See next page for full fraud statement.

- First Report of Injury Form 122
- Restricted Duty
- Return to Work Process
- EMOD

2025	2026	% Change	Impact
1.74	1.36	-22 %	\$21,332

Executive Performance Summary

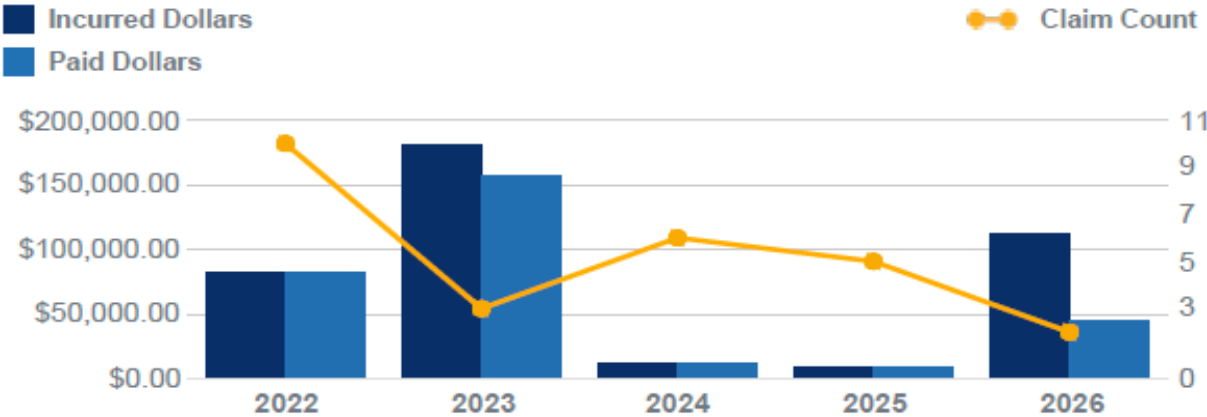
Workers Compensation



Date Selection Latest 5 Policy Years Valued as of 07/2026 (Travelers' month-end)

UTAH LOCAL GOVERNMENTS TRUST

Loss Summary (Latest 5 Policy Years)



Policy Year	Claim Count	Incurred Dollars	Paid Dollars
2022	10	\$81,817.00	\$81,816.67
2023	3	\$181,127.00	\$157,119.08
2024	6	\$11,861.00	\$11,861.60
2025	5	\$8,628.00	\$8,630.10
2026	2	\$112,545.00	\$44,754.37

Open Claims Summary (All Years)

4 Open Claims

Incurred Dollars	\$940,228.00
Paid Dollars	\$713,745.17
Outstanding Dollars	\$226,482.83

- 4 claims classified as Indemnity Only (CB)
- 3 claims where incurred dollars are greater than or equal to \$25,000
- 3 claims open 90 days or longer
- 1 claim where employee is currently out of work
- 1 claim where employee is on modified duty
- 0 claims with legal activity

THANK YOU!

**Be
SAFE**



Preliminary 2027 Curbside Bulky Waste Model Overview

The proposed curbside bulky waste program would replace the current reservation-based container program with scheduled neighborhood collection.

- Historically, the SCRP program has only able to service approximately **9–10% of District households annually**, with prior years averaging around 3,000 unfulfilled waitlisted requests.
- This year, we are trending towards a >33% increase in container services due to increased staffing allocations and strategic recruitment and retention initiatives for Seasonal CDL drivers. Consequently, there has been a significant reduction in unfulfilled waitlist customers, which we're forecasting to be 1,000 or less in 2026.
- The current container-based model is inefficient by design and is not fiscally or operationally sustainable given customer demand, over-reliance on Seasonal CDL drivers, and ongoing increases in operational costs due to inflation.
- The proposed curbside model would provide **every residential household** within the District's service area access to **up to two scheduled bulky waste collection opportunities per year**, based on an anticipated set-out rate of **50% of households** per each curbside bulky waste collection opportunity.
- The program would operate with **three collection crews**, each consisting of **two (2) full-time employees** and **one (1) temporary employee**, using predetermined neighborhood routes. Each crew would consist of a rear load truck driver/operator, a grapple loader operator, and a temporary grounds crew laborer hired from a temp staffing agency.
- The proposed curbside bulky waste program would operate from February through mid-October, as opposed to the current SCRP container-based program, which operates from mid-April through September.
- During the bulky waste off-season, full-time employees would support other District programs, including the seasonal **leaf bag** (mid-October to mid-December) and **Christmas tree** (January) **collection programs**.

By transitioning from individual container delivery/retrieval to scheduled neighborhood collection, the model is forecasted to reduce:

- Hooklift truck rentals and container-maintenance
- Fuel and maintenance
- Seasonal CDL drivers and overtime
- Administrative support

The new model would require an **initial capital investment in collection equipment** to support the new process and expanded service capacity estimated at **\$967,409 for year one**.

This price tag includes purchasing 3 articulating grapple loaders for bulky loading into one of our rear-load trucks, one per team. **We are also researching possible lease to own options.**

Financial Highlights

Costs:

- **2025 SCRP actual program cost:** approximately **\$1.99 million.**
- **2026 projected SCRP cost:** approximately **\$2.36 million.**
- **Proposed curbside program annual operating cost:** approximately **\$1.68 million.**

New program savings (estimated based on assumptions):

- Compared to 2025: **\$316,256 saved (15.8%)**
- Compared to current year projected: **\$673,702 saved (28.6%)**

SCRP vs. Proposed Curbside Bulky Waste Program			
Cost Category	2025 Actual	2026 Projected	Proposed Curbside
Personnel	\$337,688	\$512,498	\$581,840
Fleet & Equipment	\$556,849	\$674,826	\$236,472
Administrative *	\$622,209	\$623,906	\$219,562
Property Damage & Workers' Comp	\$20,207	\$11,313	\$15,155
Disposal / Tipping Fees	\$215,582	\$287,438	\$383,251
Overhead / Unallocated	\$245,663	\$245,663	\$245,663
TOTAL PROGRAM COST	\$1,998,198	\$2,355,644	\$1,681,942
ESTIMATED SAVINGS			
Comparison	Annual Savings	Savings %	
Proposed vs. 2025 Actual	\$316,256	15.8%	
Proposed vs. 2026 Projected	\$673,702	28.6%	
SERVICE COMPARISON			
Measure	2025 Actual	2026 Projected	Proposed Curbside **
Households / Containers Serviced	7457	10,028	74,227
Resident Opportunity	8.6%	11.6%	50%
INITIAL CAPITAL REQUIREMENTS			
Capital Item	Quantity	Unit Cost	Extended Cost
Rear-load truck	1	\$352,409	\$352,409
Grappler loader	3	\$120,000	\$360,000
Trailer for grapppler loader	3	\$20,000	\$60,000
Light-duty tow truck	3	\$65,000	\$195,000
TOTAL INITIAL CAPITAL			\$967,409

* Includes additional behind the scenes administrative work with Managers, GIS, MIS and CSS

** Current weekly customer count, minus Herriman, Canyons & North SLC = 11,005;

Each household could receive 2 opportunities per year, looking at a 50% set-out rate.

Initial Capital Requirements – Editable Inputs				
Capital Item	Quantity	Unit Cost	Extended Cost	Notes
Rear-load truck	1	\$352,409	\$352,409	One truck purchased this year
Grappler loader	3	\$120,000	\$360,000	Multiple approaches to consider; purchase (\$120K per), rent (\$5500 per/monthly) or lease to own (TBD)
Trailer for grapppler loader	3	\$20,000	\$60,000	One trailer per loader
Light-duty tow truck	3	\$65,000	\$195,000	Loader tow vehicles
TOTAL INITIAL CAPITAL			\$967,409	

THE BEST NEWS IS:

Service capacity has increased from approximately **7,457 (9-10%) households/containers serviced in 2025**, to slightly over **10,000 (12%) in 2026...**

...whereas the new model is designed to service approximately **50% of total District households** in year 1 with **two service opportunities per year**. This equates to a projected **74,527 households serviced in year 1!!!**

Bulky Waste Capacity Model

WFWRD Bulky Waste Program Capacity Model		
Change the yellow input cells to test different participation and operating assumptions.		
PROGRAM INPUTS	Value	Notes
Total Customers	74,527	Weekly customer count; (MINUS Herriman, 11,005-Canyons & North SLC) each household receives the opportunities shown below.
Service Opportunities per Customer	2	Proposed bulky-waste collections offered to each household annually.
Likely Set-Out Rate per Opportunity	50%	Expected share of households setting material out during each opportunity.
Program Collection Days	175	Total operating days available during the collection season. (Feb through Mid-Oct)
Productive Hours per Day, per Crew	7.50	Excludes one hour for training, meetings, breaks, and lunch.
Target Minutes per Home	3.00	Targeted time per household, including collection activity.
Number of Work Crews	3	Number of crews operating each collection day (2 FTE and 1 Temp per Crew).
DEMAND CALCULATIONS	Result	Meaning
Annual Service Opportunities	149,054	Total collection opportunities offered annually.
Estimated Annual Set-Outs	74,527	Estimated household set-outs across both collection opportunities.
Homes Requiring Service per Day	426	Average homes that must be collected each operating day in order to service 100% of WFWRD customers.
CREW CAPACITY	Result	Meaning
Productive Minutes per Day	450	Usable collection minutes available to each crew daily.
Homes per Crew per Day	150	Whole homes one crew can service within the productive day.
Total Homes Serviced per Day	450	Daily capacity across all crews.
Total Homes Serviced per Week	2,250	Weekly capacity across all crews.
Total Homes Serviced per month	9,000	Monthly capacity across all crews.
Annual Program Capacity	78,750	Total homes the crews can service over the full program season.
CAPACITY ANALYSIS	Result	Meaning
Annual Capacity Shortfall or Surplus	4,223	Estimated annual set-outs beyond current modeled capacity.
Capacity Coverage	105.67%	Share of estimated demand covered by the proposed three-crew model.
Maximum Supported Set-Out Rate	52.83%	Set-out rate per opportunity that the modeled annual capacity can support.
Required Homes per Crew per Day	142	Homes each crew would need to service daily to meet estimated demand.
Minutes Available per Home at Required Pace	3.17	Average minutes available per home if crews were required to meet estimated demand.
Note: The regular residential average of 86,500 weekly customers is not used in this seasonal-program demand calculation. Demand is based on unique households × annual service opportunities × set-out rate.		



BOARD OF TRUSTEES AGENDA ITEM SUMMARY

MEETING DATE: August 24, 2026

AGENDA ITEM: 3.4 – Preliminary Collection Day by Service Area Modification Considerations

PREPARED BY: Evan Tyrrell, General Manager

SUMMARY:

This agenda item includes a discussion about preliminary considerations to adjust certain service area service days (1) post-Herriman withdrawal and (2) in January 2027 with the intention of enhancing service efficiencies and customer service, creating a service day schedule to support next day go-backs for missed collections by geographic proximity, and evenly distributing daily service routes as part of Herriman City's pending withdrawal from WFWRD's service area.

BACKGROUND:

The current schedule for go-backs is two to three days after a missed collection, which is based on geographical proximity and service area day(s) of collection. With Herriman City's pending withdrawal from the District's service area, the District needs to evenly distribute daily routing needs while still meeting the needs of the service areas in the southwest portion of Salt Lake County (i.e., Town of Copperton and Southwest unincorporated). Based on current daily collection routing in the Herriman/Southwest area, the heaviest day is on Tuesdays. In an effort to evenly distribute daily routes, both Southwest unincorporated (currently Friday collections) and the Town of Copperton (currently Wednesday collections) are proposed to shift to Tuesday collections. This change would take effect upon Herriman's formal withdrawal from the District's service area (tentatively November 2026).

In further evaluating routing and daily collection needs when taking into account geographical proximities and go-back efficiencies, it makes sense to swap collection days for the Taylorsville and Holladay/Murray service areas, which also include small portions of eastern Kearns and central Millcreek. By swapping these service days, which result in adjacent proximities to the previous days' service areas, efficiencies are created for next-day go-backs for inadvertent missed collections. The proposal to shift Emigration Canyon collections from Wednesdays to Mondays further supports these initiatives by evenly distributing daily routes and supporting Monday go-backs for Millcreek missed collections from the preceding Friday. These changes would take effect in January 2027.

Prior to execution, any final service day changes would be driven by a robust education, outreach, and advertising campaign for several months, where practicable, prior to execution. The District would leverage multiple resources and information sharing platforms, including its website, social media, city partnerships, customer contacts, and mailers in getting the word out with clear effective dates regarding any service day changes.

ADDITIONAL INFORMATION:

As of June 30, 2026, Southwest unincorporated Salt Lake County and the Town of Copperton comprised 202 and 285 households, respectively, that the District will continue to service subsequent to Herriman City's withdrawal from the District's service area. Additionally, the District will continue to service at least 272 households in Herriman City limits based on established private road agreements with various HOA communities that will increase District efficiencies in continuing to service Southwest unincorporated and the Town of Copperton. Due to the increased cost of disposal at the Trans-Jordan Landfill (i.e., \$42/ton), collections that take place in these areas will work their way north towards the Salt Lake Valley Landfill for disposal (i.e., \$31/ton or 26% less costly) while supporting nearby collections in eastern Kearns/Taylorville and performing go-backs for missed collections from Monday services in Magna and western Kearns. A summary of service day changes is provided below:

Day of Service	Service Area	Change
Monday	• Magna • Kearns • West Jordan (Oquirrh)	• No change • No change • No change
Tuesday	• Holladay • Murray • Millcreek (central)	• Thursday • Thursday • Thursday
Wednesday	• Copperton • Emigration Canyon • 4B Lane • Cottonwood Heights • Granite • Sandy City + Islands • White City • Willow Canyon	• Tuesday • Monday • No change • No change • No change • No change • No change • No change
Thursday	• Kearns (eastern portion) • Taylorville	• Tuesday • Tuesday
Friday	• Southwest Unincorporated • Millcreek	• Tuesday • No change

ANTICIPATED IMPACTS:

ORGANIZATIONAL: Proposed service day changes will evenly distribute daily routes, which is necessary due to Herriman City's pending withdrawal from the District's service area.

FINANCIAL: Geographic proximity to service areas by preceding/subsequent day of collection will result in added efficiencies in performing go-backs for missed collections.

COMMUNITY: More efficient services and next day go-backs will enhance customer service, customer satisfaction, and community relations.

STAFF RECOMMENDATION:

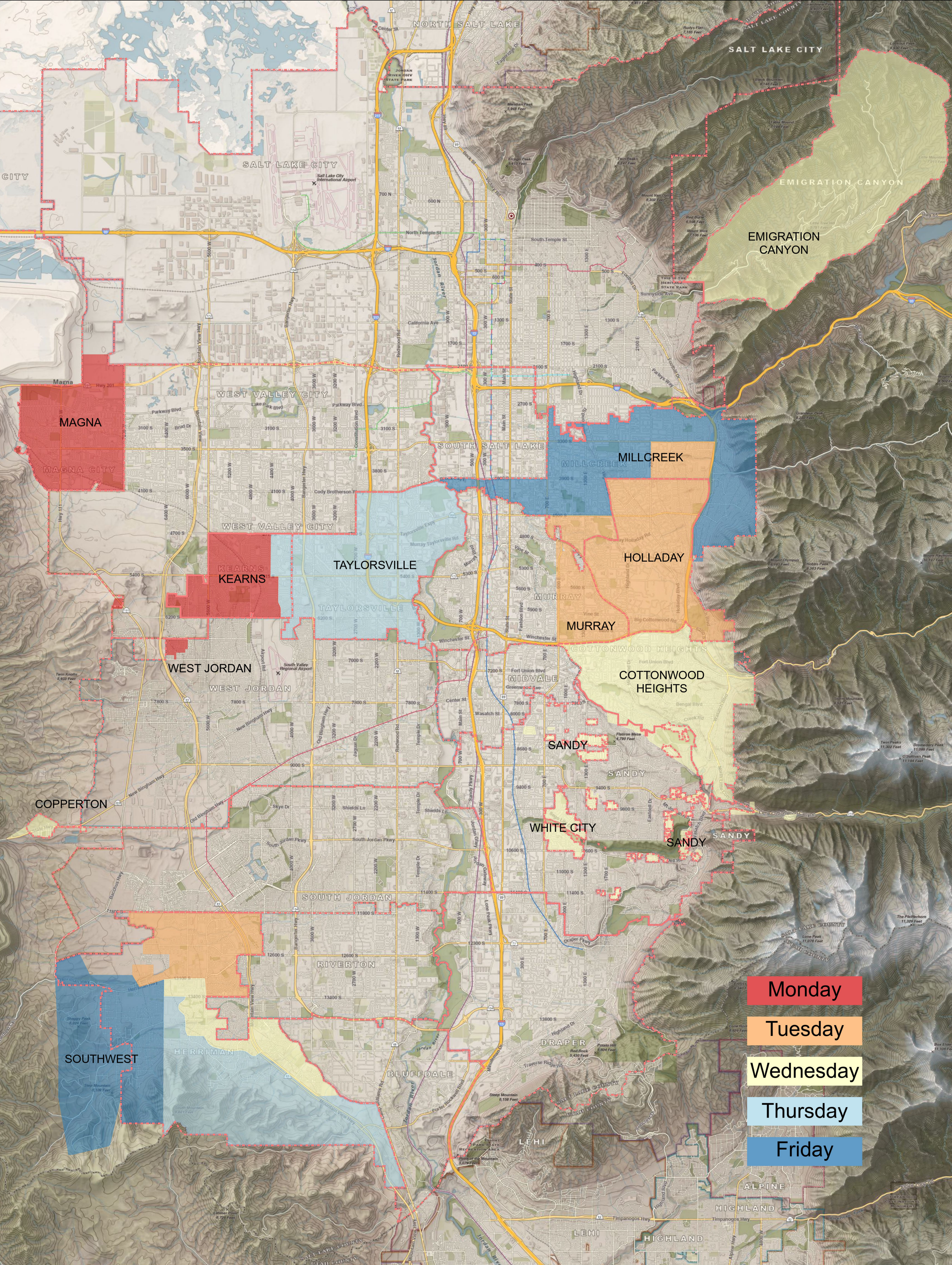
Staff recommends continuing to evaluate and pursue the proposed service day changes.

MOTION/ACTION REQUESTED:

Feedback and support from the District's Board of Trustees is desired.

ATTACHMENTS:

1. Current Service Areas & Collection Days Map
2. Current Go-Back Collection Days by Service Area (March 2025)
3. Tentative Service Areas & Collection Days Map with Proposed Effective Dates (post-Herriman withdrawal)
4. Preliminary Proposed Go-Back Collection Days to be Effective January 2027



Wasatch Front Waste and Recycling District

Service Areas and Collection Days



 Municipality Boundary

* Green Waste is collected on Mondays in Herriman and Copperton.

Prepared by WFWR District November 2025

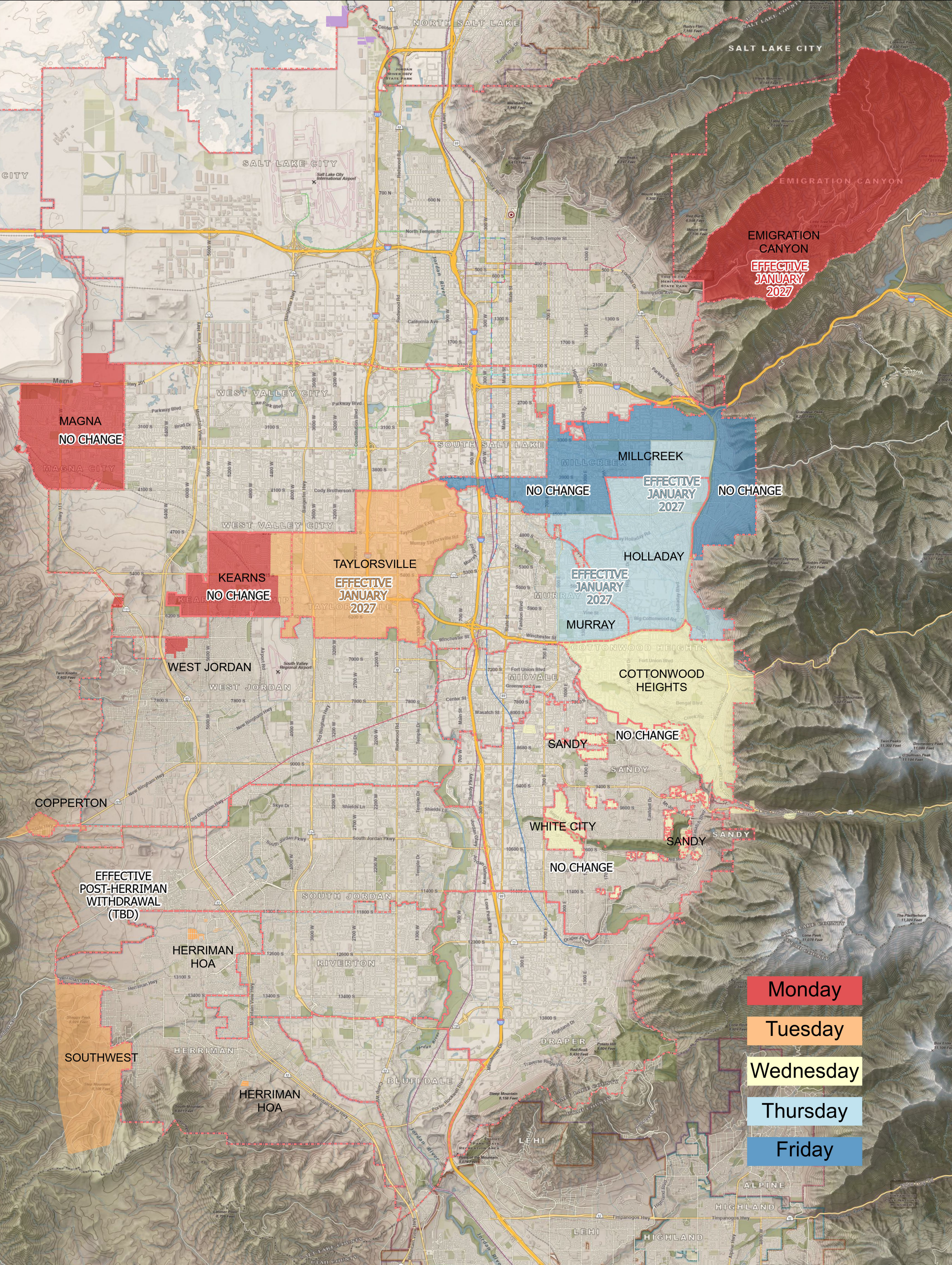




Attachment A – Go-Backs Schedule

GO-BACKS SCHEDULE		
Normal Service Day	City	GO-BACK DAY
Monday	Magna Kearns *Herriman Routes are Green Routes Only*	Thursday
Tuesday	Holladay Murray Tuesday Millcreek Only	Friday
	Herriman	Friday
Wednesday	Cottonwood Heights Sandy Hills Granite White City Willow Canyon Emigration Canyon	Friday
	Herriman* Copperton* 4BLane	Friday
Thursday	Taylorsville Kearns Thursday Route Only	Monday
	Herriman	Tuesday
Friday	Millcreek	Tuesday
	Herriman/Southwest	Tuesday
* Monday Herriman Green Routes have a Thursday Go-Back **All other Green Routes follow parallel program Go-Back schedules		

Rev. 2025-03-21



Wasatch Front Waste and Recycling District

Service Areas and Proposed Collection Days



Municipality Boundary

Prepared by WFWR District August 2026





TENTATIVE DRAFT
Attachment A – Go-Backs Schedule
TO BE EFFECTIVE JANUARY 2027

GO-BACKS SCHEDULE		
Normal Service Day	Service Area	GO-BACK DAY
Monday	Magna Kearns West Jordan (Oquirrh Highlands)	Tuesday
	Emigration Canyon	TBD
Tuesday	Taylorsville Kearns (Tuesday Routes Only)	Wednesday
	Copperton Southwest/Herriman HOA	TBD
Wednesday	Cottonwood Heights Sandy Hills Granite White City Willow Canyon 4B Lane	Thursday
Thursday	Holladay Murray Millcreek (Thursday Routes Only)	Friday
Friday	Millcreek	Monday



BOARD OF TRUSTEES AGENDA ITEM SUMMARY

MEETING DATE: August 24, 2026

AGENDA ITEM: 3.5 – Considerations to Suspend Subscription-Based Curbside Green Waste Collection Service Offerings in the Southwest Geographic Region of Salt Lake County

PREPARED BY: Evan Tyrrell, General Manager

SUMMARY:

This agenda item is to consider the cessation of offering subscription-based curbside green waste collection services in the southwest geographic region of Salt Lake County and to cancel existing curbside green waste services in the area after Herriman City's withdrawal from the District's service area is complete.

BACKGROUND:

The District currently offers curbside green waste collection services via a subscription-based program throughout the majority of its service area with the exception of Big and Little Cottonwood Canyons and the Town of Brighton. Curbside green waste is delivered to the Salt Lake Valley Composting Facility, which is located adjacent to the Salt Lake Valley Landfill in the northwest portion of Salt Lake County off of California Avenue. Curbside green waste is diverted from the landfill via a composting process and is redistributed throughout the area for beneficial reuse.

Historically, the Trans-Jordan Landfill had a similar composting operation, but suspended its program several years ago. Since that time, the District has delivered all curbside green waste to the Salt Lake Valley Composting Facility, including green waste collected in the southwest portion of Salt Lake County (i.e., Herriman, Copperton, and Southwest unincorporated). The distance from the Trans-Jordan Landfill, which is located in the southwest portion of Salt Lake County near the town of Copperton and to the north-northwest of Herriman, to the Salt Lake Valley Composting Facility is approximately 15 miles with a drive time of no less than 20 minutes. Consequently, the District incurs significant inefficiencies in transporting green waste from the southwest portion of Salt Lake County to the Salt Lake Valley Composting Facility.

ADDITIONAL INFORMATION:

As of June 30, 2026, there were a total of 1,850 curbside green waste cans being serviced within Herriman City limits. The surrounding southwest geographic service area outside of Herriman City limits had a total of 11 green waste cans being serviced during the same timeframe, and has not had additional subscriptions since at least December 31, 2025 (see below tables).

Total Cans per Service Area as of December 31, 2025

Service Area	No. of Homes Served	Green Cans Combined
4B Lane	5	-
Big Cottonwood Canyon	13	NOT OFFERED
Brighton	591	NOT OFFERED
Southwest	211	3
Copperton	285	8
Willow Canyon	248	50
Granite	435	53
Sandy City	506	70
Emigration Canyon	607	92
Willow Creek	501	97
Sandy Hills	819	103
White City	1,826	182
Murray	2,865	433
Magna	7,991	474
Kearns	10,023	520
Taylorsville	13,790	1,697
Cottonwood Heights	9,978	1,756
Holladay	9,091	1,841
Herriman	10,906	1,866
Millcreek	15,748	3,343
Totals	86,439	12,588

Total Cans per Service Area as of June 30, 2026

Service Area	No. of Homes Served	Green Cans Combined
Brighton	591	NOT OFFERED
Big Cottonwood Canyon	13	NOT OFFERED
4B Lane	5	-
Southwest	202	3
Copperton	285	8
Willow Canyon	248	50
Granite	436	54
West Jordan	485	55
Sandy City	506	69
Emigration Canyon	609	96
Willow Creek	500	96
Sandy Hills	819	108
White City	1,826	187
Murray	2,867	445
Kearns	9,536	474
Magna	8,009	499
Taylorsville	13,788	1,744
Cottonwood Heights	9,976	1,801
Herriman	10,994	1,850
Holladay	9,094	1,898
Millcreek	15,742	3,444
Totals	86,586	12,882

Given Herriman City's pending withdrawal from the District's service area, continuing to service the remaining 11 green waste cans in Copperton and southwest unincorporated Salt Lake County is neither operationally nor financially practicable. The private roads located within Herriman City limits that will continue to be serviced by the District subsequent to Herriman City's withdrawal currently comprises an additional 9 green waste cans. Although curbside green waste subscriptions have continued to grow in the District's other service areas, subscriptions have not increased in the southwest geographic areas that will continue to be serviced after Herriman City's withdrawal from the District's service area is complete.

STAFF RECOMMENDATION:

Staff recommends the cessation of offering curbside green waste collection services in the southwest geographic region of Salt Lake County and to cancel existing curbside green waste services in the area subsequent to Herriman City's withdrawal from the District's service area due to significant haul distances and *de minimis* participation from households serviced by the District in the Town of Copperton and southwest unincorporated Salt Lake County.

ANTICIPATED IMPACTS:

ORGANIZATIONAL: The District can focus green waste subscription growth efforts in other service areas that have denser populations with a larger amount of current green waste subscribers.

FINANCIAL: Reduction in anticipated inefficiencies, resulting in operational cost savings.

COMMUNITY: Reduction in service offerings, which do not appear to be in high demand in these service areas. Possible public discontent for existing service subscribers in the affected areas.

OPTIONS/ALTERNATIVES FOR BOARD CONSIDERATION:

1. No action. Continue to provide and offer curbside green waste subscriptions in the described areas.
2. Discontinue curbside green waste subscription offerings until enough demand is developed in the area to warrant reconsideration for offering green waste subscription services in the area.

MOTION/ACTION REQUESTED:

Staff requests Board direction or general support to suspend curbside green waste collection service offerings in the southwest geographic region of Salt Lake County and to cancel existing curbside green waste services in the area subsequent to Herriman City's withdrawal from the District's service area until such time as new demand is developed in the area to warrant reconsideration of offering said services. This would include the Town of Copperton, any remaining private service areas located in Herriman City, and the southwest unincorporated area of Salt Lake County.

ATTACHMENTS:

1. None

**INTERLOCAL AGREEMENT
DETAILING TERMS OF WITHDRAWAL OF HERRIMAN CITY FROM WFWRD**

This agreement is entered into between the WASATCH FRONT WASTE AND RECYCLING DISTRICT, a special district and political subdivision of the state of Utah (“WFWRD”), and HERRIMAN CITY, a Utah municipal corporation (“Herriman” or the “City”).

A. WFWRD is a special district organized under Title 17B of the Utah Code to provide garbage and recycling collection, transportation, and processing services within its geographic boundaries (i.e., service area). WFWRD provides these services directly on a fee-for-service basis, operates through an enterprise fund supported by customer service fees, and does not impose a property tax. WFWRD’s existing service area includes the Town of Brighton, Town of Copperton, Cottonwood Heights City, the City of Emigration Canyon, Herriman City, Holladay City, Kearns City, Magna City, Millcreek City, Taylorsville City, White City, portions of Murray City, Sandy City, and West Jordan City, and the unincorporated portions of Salt Lake County.

B. Herriman has been included within the District’s legal boundaries and served by the District since before the City’s incorporation in 1999. Following its incorporation, the City remained within the District pursuant to law, and its residents continued to receive garbage and recycling collection services from the District.

C. On May 13, 2026, the Herriman City Council adopted Resolution No. R13-2026, providing formal notice of the City’s intent to withdraw all areas within its municipal boundaries from WFWRD pursuant to Utah Code § 17B-1-505.7.

D. After good-faith negotiations, the parties have agreed to the City’s withdrawal from WFWRD on the terms set forth in this agreement, pursuant to Utah Code § 17B-1-505.7(3).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Recitals Incorporated.** The recitals to this agreement are incorporated into and shall constitute a part of this agreement.

2. **Agreement and Withdrawal Effective Dates.** This agreement shall become effective upon execution by both parties (the “Agreement Effective Date”). Each party is concurrently approving and executing this agreement through appropriate action of its governing body. Subject to the terms of this agreement, the parties agree that all areas within the City’s municipal boundaries shall be withdrawn from WFWRD pursuant to Utah Code § 17B-1-505.7. The withdrawal shall become legally effective upon the Lieutenant Governor’s issuance of the certificate of withdrawal, as provided in Utah Code § 17B-1-505.7(12) (the “Withdrawal Effective Date”). Effective upon the Withdrawal Effective Date, the City shall no longer be

entitled to representation on the WFWRD Board of Trustees, and any existing City board member term will immediately terminate.

3. **Boundary Action Filings.** Herriman shall be solely responsible, at its expense, for causing the final local entity plat necessary to complete the withdrawal to be prepared and approved. Herriman shall provide the proposed plat to WFWRD for review and comment before submitting it for final approval. Within 10 days after the Agreement Effective Date, Herriman shall submit to the Office of the Lieutenant Governor the approved final local entity plat and the notice of impending boundary action required by Utah Code § 17B-1-505.7(11)(a), which notice shall satisfy the requirements of Utah Code § 67-1a-6.5(3). WFWRD shall reasonably cooperate with Herriman in preparing and obtaining approval of the final local entity plat, but Herriman shall remain responsible for completing the required filings and paying all associated costs. Following issuance of the certificate of withdrawal, Herriman shall timely submit the certificate, the approved final local entity plat, and any other required documents to the Salt Lake County Recorder in accordance with Utah Code § 17B-1-505.7(11)(b).

4. **Continued Service and Service Transition.** Notwithstanding the Withdrawal Effective Date, WFWRD shall continue providing garbage and recycling collection services within the City through October 31, 2026. Beginning on November 1, 2026 (the “Service Transition Date”), the City shall assume responsibility for providing or arranging for garbage and recycling collection services.

5. **Customer Billing and Collection During Transition Period.**

a. **Transition Service.** During the period between the Withdrawal Effective Date and the Service Transition Date (“Transition Period”), the City authorizes WFWRD to continue administering customer accounts and billing and collecting directly from customers within the City, on the City’s behalf, in accordance with WFWRD’s then-current rates, fees, billing practices, and service policies. All amounts billed or collected for services provided before the Service Transition Date shall belong to WFWRD.

b. **Assurances.** WFWRD represents and warrants that it possesses the necessary authority, equipment, personnel, and operational capacity to provide garbage and recycling collection services to the City during the Transition Period, ensuring no degradation of service prior to the Service Transition Date. Consistent with the foregoing, during the Transition Period WFWRD shall continue to deliver garbage and recycling carts to newly constructed homes within the City and to respond to cart maintenance and repair requests, in each case in accordance with WFWRD’s then-current service policies; provided, however, that WFWRD reserves the right to decline requests for additional subscription-based add-on services, including green-waste collection, during the Transition Period.

c. **Final Billing and Collections.** Following the Service Transition Date, WFWRD may issue final or corrected bills to customers for services provided before that

date and may collect and enforce all unpaid charges attributable to those services. WFWRD's rights concerning those amounts shall survive the withdrawal and termination of WFWRD's services within the City. In cases of nonpayment, WFWRD may use any legally authorized method of collection, including the placement of a lien for past due service fees against the property, pursuant to Utah Code Ann. § 17B-1-902.

6. **Negotiated Asset Transfer; No Proportional Allocation.** The parties agree that the vehicles and containers transferred under Sections 7 and 8 constitute a negotiated resolution of the asset-related issues arising from the City's withdrawal. The transfers do not represent, and shall not be construed as recognizing, a proportional ownership or equity interest of the City in WFWRD or its assets. Except as expressly provided in this agreement, the City shall have no right to receive any WFWRD asset, cash, fund balance, reserve, or other financial interest in connection with its withdrawal.

7. **Transfer of Side-Load Collection Trucks.**

a. **Agreed Transfer.** WFWRD shall transfer to the City side-load collection trucks having an aggregate appraised retail value reasonably approximating \$825,000 (the "Target Transfer Value"), subject to the valuation, selection, and transfer procedures set forth in this Section.

b. **Selection of Appraiser.** Within 15 business days after the Agreement Effective Date, each party shall provide the other with the names of up to two qualified independent machinery, heavy equipment, or commercial motor vehicle appraisers. Qualified appraisers shall be accredited by one or more of the following organizations and associated designations: (1) Accredited Member (AM) and/or Accredited Senior Appraiser (ASA) from the American Society of Appraisers (ASA); (2) Certified Equipment Appraiser (CEA) from the Association of Machinery and Equipment Appraisers (AMEA); and (3) Certified Machinery and Equipment Appraiser (CMEA) from the NEBB Institute. The parties shall select the appraiser from among those candidates within five business days after the exchange of names. If the parties are unable to agree, they shall jointly request that the American Society of Appraisers designate a qualified independent commercial vehicle appraiser. The parties shall equally split all fees and expenses charged by the selected appraiser, including any fee associated with the designation process.

c. **Identification of Eligible Trucks.** Within 10 business days after selection of the appraiser, the WFWRD General Manager shall identify a pool of no more than twenty side-load collection trucks that are eligible for transfer. The WFWRD Board of Trustees authorizes the General Manager to identify the eligible trucks without further Board approval, consistent with the requirements of this subsection. The eligible pool shall contain a sufficient number and range of trucks to provide reasonable alternatives for assembling a transfer package having an aggregate appraised retail value reasonably approximating the Target Transfer Value. The eligible pool shall reflect a reasonable

range of ages, mileage, conditions, and anticipated remaining service lives and shall not be limited exclusively to WFWRD's oldest or highest-mileage trucks, except that trucks that are less than two-years old shall not be included in the pool. To ensure a fair and representative selection, the General Manager shall select the twenty (20) eligible trucks using the following age-based distribution formula: Tier 1 (at least 2 and up to 5 years old) – at least four trucks; Tier 2 (at least 5 and up to 8 years old) – at least nine trucks; and Tier 3 (8 years or older) – no more than seven trucks. In identifying the eligible pool, the General Manager may exclude any truck that he reasonably determines should be retained to maintain a functional and operationally appropriate fleet for WFWRD's remaining service area. Without limiting that authority, the General Manager may consider truck age, mileage, condition, configuration, maintenance history, anticipated service life, operational compatibility, spare-fleet requirements, pending replacements, and the need for WFWRD to retain at least 50 operational side-load collection trucks following the withdrawal. Due to this operational need, in no event shall the final transfer package include more than six trucks.

d. **Valuation.** The appraiser shall determine the current fair market retail value of each truck in the eligible pool, taking into account the truck's make, model, model year, mileage, condition, configuration, maintenance history, and other factors customarily considered in valuing comparable commercial collection vehicles. In determining this value, the appraiser shall explicitly exclude the value of all upfitted items that WFWRD will remove prior to transfer (including telematics devices, in-cab radios, and dashcams), and shall base the valuation on the trucks' condition post-decommissioning as described in Section 7(i) of this agreement. The parties shall request that the appraiser agree, as part of its engagement, to complete the appraisal report and deliver it to both parties within 30 days after receiving reasonable access to the trucks and available records necessary to complete the appraisal.

Each party shall receive reasonable advance notice of any inspection or other evaluation of the eligible trucks and may have its representatives, consultants, or experts present to observe any in-person evaluation at predetermined dates and times. Each party's representatives, consultants, or experts may communicate directly with the appraiser and provide information they consider relevant to the appraisal, provided that all substantive written communications and materials provided to the appraiser are simultaneously provided to the other party. The appraiser may establish reasonable procedures governing attendance and communications during the evaluation.

e. **Selection and Final Approval of Trucks.** Within 10 business days after receiving the final appraisal report, the City shall select from the eligible pool a combination of trucks having an aggregate appraised value as close as reasonably possible to the Target Transfer Value. If a combination equals the Target Transfer Value, the City shall select that combination. If no combination equals the Target Transfer Value, the City shall select the combination that comes closest to the Target Transfer Value, provided that its aggregate appraised value is within three percent (3%) above or

below the Target Transfer Value. If multiple combinations are equally close to the Target Transfer Value, the City may select among those combinations.

If no combination from the eligible pool falls within three percent (3%) of the Target Transfer Value, the WFWRD General Manager may, to the extent operationally reasonable, identify additional side-load collection trucks for inclusion in the eligible pool. Any additional trucks shall be valued by the appraiser, and the City shall then select from the expanded eligible pool in accordance with the priorities described above.

If no combination from the expanded eligible pool falls within three percent (3%) of the Target Transfer Value, or if the WFWRD General Manager chooses not to add additional trucks to the pool, the parties may agree in writing to the combination that comes closest to the Target Transfer Value, together with a cash adjustment from the relevant party for only the portion of the difference exceeding three percent (3%) of the Target Transfer Value. No cash adjustment shall be made for the portion of the difference falling within the three-percent tolerance.

Following selection of the trucks, the parties shall prepare a final schedule identifying each truck to be transferred, including its make, model, model year, vehicle identification number, mileage, and appraised value. The final schedule shall be subject to written approval by the WFWRD General Manager and the City Manager. Each governing body authorizes its respective administrative officer to approve the final schedule without further governing body action, provided that the schedule complies with this Section. Upon approval, the final schedule shall be incorporated into this agreement as Exhibit A.

f. **Satisfaction of Truck Transfer Terms.** The transfer of the trucks identified in the final schedule shall fully satisfy the requirement of this agreement that WFWRD will transfer side-load collection trucks having a value reasonably approximating the Target Transfer Value. Except for any adjustment expressly agreed under subsection (e), neither party shall owe the other any cash payment, credit, or other adjustment based upon any difference between the aggregate appraised value of the transferred trucks and the Target Transfer Value.

g. **Transfer of Title and Possession.** No later than the Service Transition Date, or within 14 business days after approval of the final schedule, whichever is later, the City shall pick up the trucks identified in the final schedule from WFWRD's designated facility. The parties shall reasonably coordinate the pickup date and time. At the time each truck is picked up, WFWRD shall execute and deliver to the City the certificate of title and any other documents reasonably necessary to transfer ownership of the truck. Ownership, possession, and risk of loss shall pass to the City upon pickup. The trucks shall be transferred in their then-existing condition, **AS IS, WHERE IS**, without any representation or warranty, express or implied. The City shall be responsible for all

title, registration, licensing, insurance, transportation, and other costs arising from the transfer.

h. **Assumption of Risk and Liability.** Upon the City's taking possession of each transferred truck, the City shall assume all risk of loss and all responsibility and liability arising from the ownership, possession, transportation, condition, maintenance, modification, or use of the truck. The City releases WFWRD from any claim arising from the condition or subsequent ownership, possession, transportation, or use of the transferred trucks, except for a claim based on WFWRD's failure to convey good title as required by this agreement.

i. **Removal of WFWRD Identification and Relabeling.** Prior to the transfer of the selected trucks, WFWRD will remove all upfitted items from the trucks through its standard in-house decommissioning process. This includes the removal of telematics devices, in-cab radios, and dashcams, and may include WFWRD markings, logos, license plates, and registration and insurance information. At its sole cost, the City shall remove any and all remaining WFWRD names, logos, identifying marks, unit numbers, and other markings associating the trucks with WFWRD. The City shall not place any transferred truck into service or otherwise operate it or re-sell it after taking possession until all such identification has been removed or permanently covered in a manner reasonably acceptable to WFWRD. The City shall be solely responsible for relabeling, rebranding, repainting, or otherwise modifying the trucks for use by the City or its service provider.

j. **Cooperation and Further Assurances.** The parties shall reasonably coordinate and cooperate in carrying out this Section, including scheduling inspections and transfer of possession, providing available vehicle and maintenance records, executing title documents and other instruments reasonably necessary to transfer ownership, removing or replacing governmental plates and registrations, and taking any other reasonable administrative action necessary to effectuate the appraisal, selection, and transfer of the trucks. Each party shall bear its own internal costs of providing such cooperation, except for costs expressly assigned to the City under this Section.

8. **Transfer of Garbage and Recycling Carts.**

a. **Agreed Transfer.** WFWRD shall transfer to the City the WFWRD-owned garbage, recycling, and green-waste carts assigned to residential customer service addresses located within public roads of the City's geographic boundaries as of the Service Transition Date ("Transferred Carts"). The Transferred Carts include 90- to 96-gallon carts issued for regular service and any additional or subscription-based service reflected in WFWRD's customer records. Carts held in WFWRD inventory, temporarily located within the City, assigned to addresses outside the City, placed in the City due to private or special service contracts, or owned by a customer or other third party are not included in the transfer.

b. **Continued Administration Before Transfer.** Until the Service Transition Date, WFWRD shall retain ownership and operational control of the carts and may continue to issue, exchange, repair, replace, remove, or relocate carts in the ordinary course of providing service. WFWRD shall have no obligation to replace missing, stolen, damaged, or unusable carts solely for purposes of increasing or preserving the number of carts transferred to the City.

c. **Transfer of Ownership and Possession.** Ownership of the Transferred Carts shall pass to the City on the Service Transition Date without the need to remove the containers from their assigned customer service addresses or execute separate instruments of title. From and after that date, the City shall assume all responsibility for the Transferred Carts, including their continued use, maintenance, repair, replacement, removal, and disposal.

d. **Condition of Containers.** The Transferred Carts shall be transferred in their then-existing condition, **AS IS, WHERE IS**, without any representation or warranty, express or implied, regarding their number, location, age, condition, cleanliness, remaining useful life, merchantability, or fitness for a particular purpose. Ordinary differences between WFWRD's records and the number or location of carts actually present on the Service Transition Date shall not entitle either party to a payment, replacement container, or other adjustment.

e. **Removal of WFWRD Identification.** Within 180 days after the Service Transition Date, the City shall, at its sole cost, remove or permanently cover all District information appearing on the Transferred Carts. If information is covered rather than removed, the City shall use UV-resistant adhesive stickers that completely overlap the District information on the lid of each Transferred Cart, and on all other sides of the cart shall use stickers, paint, or other durable coating that renders the District information illegible. For purposes of this subsection, "District information" includes WFWRD or Salt Lake County names, logos, phone numbers, website addresses, and other information associated with WFWRD's ownership, administration, or operation of the containers. The City shall provide written notice to the WFWRD General Manager upon completion of this requirement and shall thereafter ensure that the information remains removed or fully covered, including by replacing or repairing stickers affected by ordinary wear, damage, or exposure to the elements.

f. **Cooperation.** The parties shall reasonably coordinate and cooperate in carrying out this Section, including reconciling available container records, communicating with customers as appropriate, and taking other reasonable administrative actions necessary to effectuate the transfer. Each party shall bear its own costs of providing such cooperation, except for costs expressly assigned to the City under this Section.

9. **Retention of Remaining Assets and Liabilities.**

a. **Retained Assets.** Except for the side-load collection trucks and containers expressly transferred to the City under Sections 7 and 8, WFWRD shall retain all of its assets, property, and rights of every kind, whether tangible or intangible and whether now existing or later received or collected. District-owned carts and containers used for City facilities, City parks, special-service accounts, central collection locations, or properties located on private roads shall remain the property of WFWRD and are not included in the transfer to the City. WFWRD shall arrange for the removal of the carts and containers used for City facilities, parks, special-service accounts, and central collection locations within a reasonable time after the Service Transition Date. Carts and containers serving other non-City government facilities, including Salt Lake County facilities, and properties located on private roads may remain in place and continue to be used under arrangements made separately by WFWRD and the affected customers. Nothing in this agreement grants the City any ownership, equity, beneficial, or other interest in any asset retained by WFWRD.

b. **Retained Liabilities.** Except for the obligations expressly assumed by the City under this agreement, WFWRD shall retain responsibility for its debts, liabilities, contracts, employee obligations, and other financial or legal obligations attributable to WFWRD's operations or services before the Service Transition Date. The City does not assume any WFWRD debt, liability, or obligation solely by reason of its prior participation in or withdrawal from WFWRD.

c. **WFWRD Employees.** The City is not seeking to hire WFWRD employees as part of the transition and has no obligation under this agreement to offer employment to any WFWRD employee. WFWRD shall remain responsible for all compensation, benefits, and other employment obligations relating to its employees.

10. **Full Satisfaction and Release of Asset Claims.** Upon completion of the transfers agreed upon under Sections 7 and 8, those transfers shall constitute full and final satisfaction of any claim by the City to any allocation or distribution of WFWRD assets in connection with the City's withdrawal. The City releases any and all claims against WFWRD seeking equity or an ownership interest in, distribution of, or compensation based on any WFWRD asset not expressly transferred under this agreement, now or in the future. This release does not affect either party's right to enforce this agreement or any obligation expressly stated to survive the Service Transition Date. The transfers and terms of this agreement are specific to the negotiated resolution of the City's withdrawal and do not establish any precedent, benchmark, or expectation for any other withdrawal or boundary adjustment.

11. **Responsibility for Services After Transition.** Beginning on the Service Transition Date, the City shall be solely responsible for arranging and providing garbage and recycling services within the City, including all costs, liabilities, and obligations arising from those services and from the City's ownership, possession, or use of the trucks and containers transferred

under this agreement. This section does not apply to independent contracts referenced in Section 18.

12. **Customer Data Transfer.** Within 30 days after the Agreement Effective Date, WFWRD shall provide the City with available customer information reasonably necessary to facilitate the transition of services, including customer names, service addresses, email addresses, and WFWRD's records regarding the number and type of containers assigned to each service address, to the extent such information may lawfully be disclosed. The City shall use the information solely for purposes of transitioning and providing garbage and recycling services and shall protect it from unauthorized access, use, or disclosure. Information regarding container inventory is provided for transition-planning and administrative convenience only, based on WFWRD's records available at the time, and does not constitute a representation or guarantee as to its accuracy or completeness or as to the number, type, condition, or location of containers actually transferred. WFWRD shall not be required to physically verify individual containers or customer addresses.

13. **Customer Communications.** The City shall have primary responsibility for notifying residents and customers within the City of the change in service provider, the timing of the transition, and any actions customers must take in connection with the transition. WFWRD shall reasonably cooperate with the City's communication efforts and respond to transition-related inquiries it receives.

14. **Termination of Statutory Financial Restrictions.** The parties acknowledge that the restrictions imposed on WFWRD under Utah Code § 17B-1-505.7(2)(d), including the restrictions on incurring debt, issuing bonds, or otherwise incurring financial obligations, shall terminate upon finalization of the City's withdrawal. For purposes of this agreement, the withdrawal is finalized, and those restrictions terminate, on the Withdrawal Effective Date.

15. **General Release.** Except for the rights and obligations created by this agreement, each party releases the other party, together with its elected officials, officers, employees, and agents, from any claim arising from or relating to the City's participation in or withdrawal from WFWRD, including the negotiation and implementation of the withdrawal, that arose on or before the Agreement Effective Date. This release does not apply to either party's right to enforce this agreement or to any obligation expressly stated in this agreement to survive its expiration.

16. **Responsibility for Acts and Omissions.** Each party shall be responsible for its own acts and omissions, and for the acts and omissions of its elected officials, officers, employees, agents, and contractors, in connection with this agreement. Nothing in this agreement waives any right, defense, immunity, or limitation of liability available to either party under applicable law.

17. **Continuing Independent Contracts.** WFWRD has independent service contracts within the withdrawn area that are separate from and not subject to this Agreement. WFWRD shall continue providing services under those contracts according to their terms.

18. **Governmental Immunity.** Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 *et seq.* ("Act"). Neither party waives any defenses or limits of liability available under the Act or other applicable law. Each party maintains all privileges, immunities, and other rights granted by the Act.

19. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this agreement, the parties agree as follows:

a. This agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;

c. A duly executed original counterpart of this agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The General Manager of WFWRD and the City Manager of the City are hereby designated as the administrators for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act and, pursuant to Section 11-13-206(1)(g), no voting will be necessary under this agreement; and

e. This agreement shall take effect when signed by both parties and shall remain in effect for three years after the agreement Effective Date. Any provision that by its nature is intended to continue beyond the expiration or termination of this agreement shall survive.

f. This agreement does not create a separate entity and no joint budget will be established or maintained. Additionally, no real or personal property will be acquired, held or disposed of or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

20. **Entire Agreement; Modification and Amendment.** This agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No modifications or amendments to this agreement shall be effective unless made in writing and signed by both parties.

21. **No Third-Party Beneficiaries.** This agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing in this agreement is intended to create any right, benefit, or cause of action in any person or entity that is not a party to this agreement.

22. **Attorney Fees.** Except as otherwise required by applicable law or ordered by a court as a sanction, each party shall bear its own attorney fees incurred in connection with the negotiation, performance, interpretation, enforcement, or resolution of any dispute arising under this agreement.

23. **Further Assurances.** Each party agrees to execute and deliver such additional documents, instruments, and agreements, and to take such further actions as may be reasonably necessary to fully implement the terms and intent of this agreement.

24. **No Assignment.** Neither party may assign any of its rights or obligations under this agreement to any other person, without the prior written consent of the other party. Notwithstanding the foregoing, nothing in this Section shall prevent either party from utilizing third-party contractors, subcontractors, or agents to perform its operational obligations or provide services under this agreement, provided that the primary party remains fully responsible and liable for the proper performance of those obligations.

25. **No Waiver; Cumulative Remedies.** No failure or delay on the part of any party to this agreement in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

26. **Dispute Resolution.** Before initiating litigation arising out of or relating to this agreement, a party shall provide written notice describing the dispute, after which the Herriman City Manager and the WFWRD General Manager, or their respective designees, shall meet and confer in good faith within 10 business days. If the dispute is not resolved within 30 days after the written notice, either party may pursue any available legal remedy. The parties may mutually agree to participate in non-binding mediation at any time. Nothing in this Section prevents either party from seeking temporary, preliminary, or other emergency relief when necessary to preserve its rights or prevent immediate harm.

27. **Utah Law to Control.** This agreement shall be interpreted, construed, and enforced according to the laws of the state of Utah.

28. **Severability.** If any provision of this agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this agreement shall not be affected thereby.

29. **Counterparts.** This agreement may be executed in multiple counterparts, each of which counterparts shall be deemed an original, but all of which together shall constitute but one and the same instrument. Execution or delivery by any electronic method shall be as effective as manual execution or delivery.

30. **Notice.** Any notices required under this agreement shall be hand delivered; delivered by certified mail, return receipt requested; or delivered by overnight courier, confirmed delivery, to the addresses listed below, and shall be deemed delivered as of the day it is received.

WFWRD:

Wasatch Front Waste and
Recycling District
Attn: General Manager
604 W. 6960 S.
Midvale, UT 84047

City:

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

IN WITNESS WHEREOF, the parties do execute this agreement.

**WASATCH FRONT WASTE AND RECYCLING
DISTRICT**

By _____
Emily Gray, Board Chair

Date: _____

ATTEST:

Catarina Garcia, Board Clerk

APPROVED AS TO LEGAL FORM:

Rachel S. Anderson, WFWRD Attorney

HERRIMAN CITY

By _____

Its: _____

Date: _____

ATTEST:

City Recorder

APPROVED AS TO LEGAL FORM:

City Attorney

Exhibit A

DRAFT

**A RESOLUTION OF THE
WASATCH FRONT WASTE AND RECYCLING DISTRICT
BOARD OF TRUSTEES**

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN WASATCH FRONT
WASTE AND RECYCLING DISTRICT AND HERRIMAN CITY DETAILING THE TERMS OF
HERRIMAN CITY'S WITHDRAWAL FROM THE DISTRICT**

RESOLUTION NO. 4448

ADOPTED: August 24, 2026

BE IT KNOWN AND REMEMBERED THAT:

WHEREAS, the Wasatch Front Waste and Recycling District (the "District"), formerly known as the Salt Lake County Special Service District No. 1, was established in January 1977 by the Salt Lake County Commissioners, and renamed the Wasatch Front Waste and Recycling District effective as of January 1, 2013; and

WHEREAS, on November 10, 2009 the Salt Lake County Council created the Administrative Control Board ("Board") to govern the District effective January 1, 2010; and

WHEREAS, on March 16, 2022, the County Council reorganized the District as a local district and the Board of Trustees was granted full governing authority as allowed under State Statutes; and

WHEREAS, Wasatch Front Waste and Recycling District (the "District") is a special district and political subdivision of the State of Utah organized under Title 17B of the Utah Code to provide garbage and recycling collection, transportation, and processing services within its geographic boundaries;

WHEREAS, on May 13, 2026, the Herriman City Council adopted Resolution No. R13-2026, providing formal notice of the City's intent to withdraw all areas within its municipal boundaries from the District pursuant to Utah Code Section 17B-1-505.7;

WHEREAS, Utah Code Section 17B-1-505.7(3) authorizes the District and Herriman City to enter into an agreement governing the withdrawal, and the parties have negotiated an Interlocal Agreement Detailing Terms of Withdrawal of Herriman City from WFWRD (the "Agreement");

WHEREAS, the Agreement addresses the legal and operational transition associated with the withdrawal, including the withdrawal and service-transition dates, continued service and customer billing during the transition period, the negotiated transfer of certain collection trucks and containers, allocation of responsibilities, and other related matters; and

WHEREAS, the Board of Trustees has reviewed the Agreement and finds that approving it is in the best interests of the District and the customers and communities it serves.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Wasatch Front Waste and Recycling District as follows:

1. The Agreement is approved pursuant to Utah Code Section 17B-1-505.7 and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code.

2. The Board Chair is authorized to execute and deliver the Agreement on behalf of the District in substantially the form presented to the Board, with any final technical or nonmaterial revisions approved by the District's General Manager and legal counsel.
3. The General Manager is authorized to administer the Agreement on behalf of the District and to take the actions and execute the documents contemplated by the Agreement, including identifying the eligible truck pool and approving the final truck schedule, without further Board action, to the extent provided in the Agreement.
4. The keeper of the District's records is authorized and directed to retain an executed copy of the Agreement as part of the District's official records in accordance with the Interlocal Cooperation Act.
5. This Resolution has been placed on the agenda, and the action taken herein is in compliance with the Utah Open and Public Meetings Act.
6. This Resolution shall take effect immediately upon its adoption. The Agreement and Herriman City's withdrawal from the District shall become effective as provided in the Agreement and applicable law.

APPROVED AND ADOPTED this 24th day of August, 2026.

**WASATCH FRONT WASTE AND RECYCLING
DISTRICT BOARD OF TRUSTEES**

By: _____
Emily Gray, Board Chair
Board of Trustees

ATTEST:

Catarina N. Garcia
Board Clerk