



CITY COUNCIL AGENDA

Wednesday, June 14, 2023

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. Discussion on the City's Water Rate Structure – Justun Edwards, Public Works Director
- 2.2. *(Continued from the May 4, 2023, May 10, 2023, and May 24, 2023 meetings)*
FY 2023-2024 Budget Discussion – Kyle Maurer, Finance Director
- 2.3. Friends of Herriman Parks, Trails, Arts and Culture 2024 Budget Request – Wendy Thomas, Assistant City Manager
- 2.4. Discussion of a proposed agreement with Salt Lake County to provide administrative services of Community Development Block Grant funds for eligible expenditures in Herriman City for three years beginning July 1, 2024 – Michael Maloy, City Planner

- 2.5. Discussion Regarding a Land Transfer and Development Agreement with MLM Holdings, LLC – Blake Thomas, Community Development Director
- 2.6. Discussion pertaining to the proposed text amendment to Herriman City Code Title 5 relating to animal services – Matt Brooks, Assistant City Attorney
- 2.7. Discussion pertaining to drainage issues for certain homes on Look Out Ridge – Nathan Cherpeski, City Manager

3. Adjournment

7:30 PM – GENERAL MEETING:

4. Call to Order

- 4.1. Invocation/Thought/Reading and Pledge of Allegiance
- 4.2. City Council Comments and Recognitions

5. Public Comment

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

6. City Council Reports

- 6.1. Councilmember Jared Henderson
- 6.2. Councilmember Teddy Hodges
- 6.3. Councilmember Sherrie Ohrn
- 6.4. Councilmember Steven Shields

7. Mayor Report

8. Reports, Presentations and Appointments

- 8.1. Fiscal Year 2023 Fraud Risk Assessment Presentation – Kyle Maurer, Finance Director

9. Public Hearing

- 9.1. Public Hearing and consideration of a Resolution Amending the Budgets of Herriman City for Fiscal Year 2023 – Kyle Maurer, Finance Director

10. Consent Agenda

- 10.1. Request for City Council Authorization to Declare and Dispose of Surplus Vehicles
- 10.2. Amending the City Council Rules of Procedure
- 10.3. Report of Change Orders Approved for Herriman Main Street
- 10.4. Approval of the monthly financial summary for April 2023
- 10.5. Consideration to Award Construction Contract for the 2023 Herriman Striping Project – Bryce Terry, Assistant City Engineer
- 10.6. Consideration of a Reimbursement Agreement with Parkwest Real Estate, LLC. for infrastructure improvements being installed in conjunction with the Axia Business Park Development – Blake Thomas, Community Development Director.
- 10.7. Contract Adjustment to Design Contract for the Herriman Main Street Project – Bryce Terry, Assistant City Engineer
- 10.8. Consideration of a Change Order for the Detention Ponds Project – Bryce Terry, Assistant City Engineer
- 10.9. Approval of the April 26, 2023 City Council meeting minutes

11. Discussion and Action Items

- 11.1. Approval of city ordinance(s) related to parking, winter on street parking and side walk snow removal – Brent Adamson, HPD Commander
- 11.2. Discussion and Consideration of an Ordinance Adopting a Proposed Rate of Tax and Levying Taxes Upon All Real and Personal Property Within the City of Herriman, Utah – Kyle Maurer, Finance Director

12. Future Meetings

- 12.1. Next Planning Meeting: June 21, 2023
- 12.2. Next City Council Meeting: July 12, 2023

13. Events

- 13.1. **Hungry Herriman and Farmer's Market: June 19, 2023 and June 26, 2023, Crane Park @ 5:00 p.m.**

13.2. Fort Herriman Towne Days: June 19 – 24

14. Closed Session

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

15. Adjournment

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

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.org, Posted and dated this 8th day of June, 2023. /s/ Jackie Nostrom, City Recorder



STAFF REPORT

DATE: May 26, 2023

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer | Justun Edwards

SUBJECT: Discussion on the City's Water Rate Structure

RECOMMENDATION:

N/A – This is for discussion only

ISSUE BEFORE COUNCIL:

Does the City Council want to contemplate changes to the existing water rate and tier structures?

BACKGROUND/SUMMARY:

In February 2023 the City engaged Bowen Collins & Associates to perform a rate study for the City's culinary and secondary water utilities. Bowen Collins & Associates is also performing updates to the water utility's master plan. On May 4, 2023, the Finance Director presented a high-level overview of the financial challenges the water fund currently faces. The first step of the rate setting process is to discuss the City's current water rate structure and possible changes to that structure. Keith Larsen, P.E., with Bowen Collins & Associates will discuss possible alternatives and suggestions for improvement to the City's current rate structures.

DISCUSSION:

Keith Larsen, P.E., with Bowen Collins & Associates will discuss the following items with the City Council:

1. Revenue Needs Analysis of the culinary and secondary water systems
2. Rate Structure Considerations (this will be the bulk of the presentation and discussion)

The City has a number of capital projects that will be needed in the next 10 years. These projects include:

- | | |
|---------------------------|--------------|
| -7 storage projects | \$42 million |
| -11 booster pump projects | \$12 million |

-18 miles of pipe projects	\$34 million
-Additional source capacity	\$5 million
-Planning	\$200,000

The proposed objectives of the water utility's rate structure are as follows:

1. Generate needed revenue to sustainably fund the system
2. Encourage the prudent use of water
3. Simplify the rate structure
4. Equitably allocate costs to all users
5. Structure secondary and culinary rates to encourage but not force secondary use

The City's consultant, along with City staff, recommend the following changes to the existing rate structure:

1. Adjust tier rates to better reflect cost of service
2. Adjust tier volumes to better encourage prudent use of water
3. Modify tier volumes for larger meter sizes
4. Combine meter classes to simplify the rate structure

Bowen Collins & Associates, along with City staff, will discuss rate structure alternatives.

ALTERNATIVES:

The City Council may choose to not accept or change the recommendations made by the consultant and staff.

FISCAL IMPACT:

The City has approximately \$93 million of projected capital projects in the water utility within the next 10 years. Staff is recommending gradual rate increases with bonding to temper the needed rate increases. Under this approach, the water utility will need 10% rate increases for the next 4 years, with a 4% rate increase in 2028. However, the City Council may choose to modify or delay the proposed capital projects, or look at other cost cutting measures to lower the needed rate increase. There are an infinite number of options the Council may consider as the water utility's operating and capital needs are considered. City staff will have future discussions with the City Council to discuss these items in more detail.

ATTACHMENTS:

Bowen Collins Water Rate Presentation



Herriman Water Rates

Bowen Collins & Associates

Keith Larsen, P.E.

June 14, 2023



Today's Outline

Revenue Needs Analysis

Review from May 4th Council Meeting

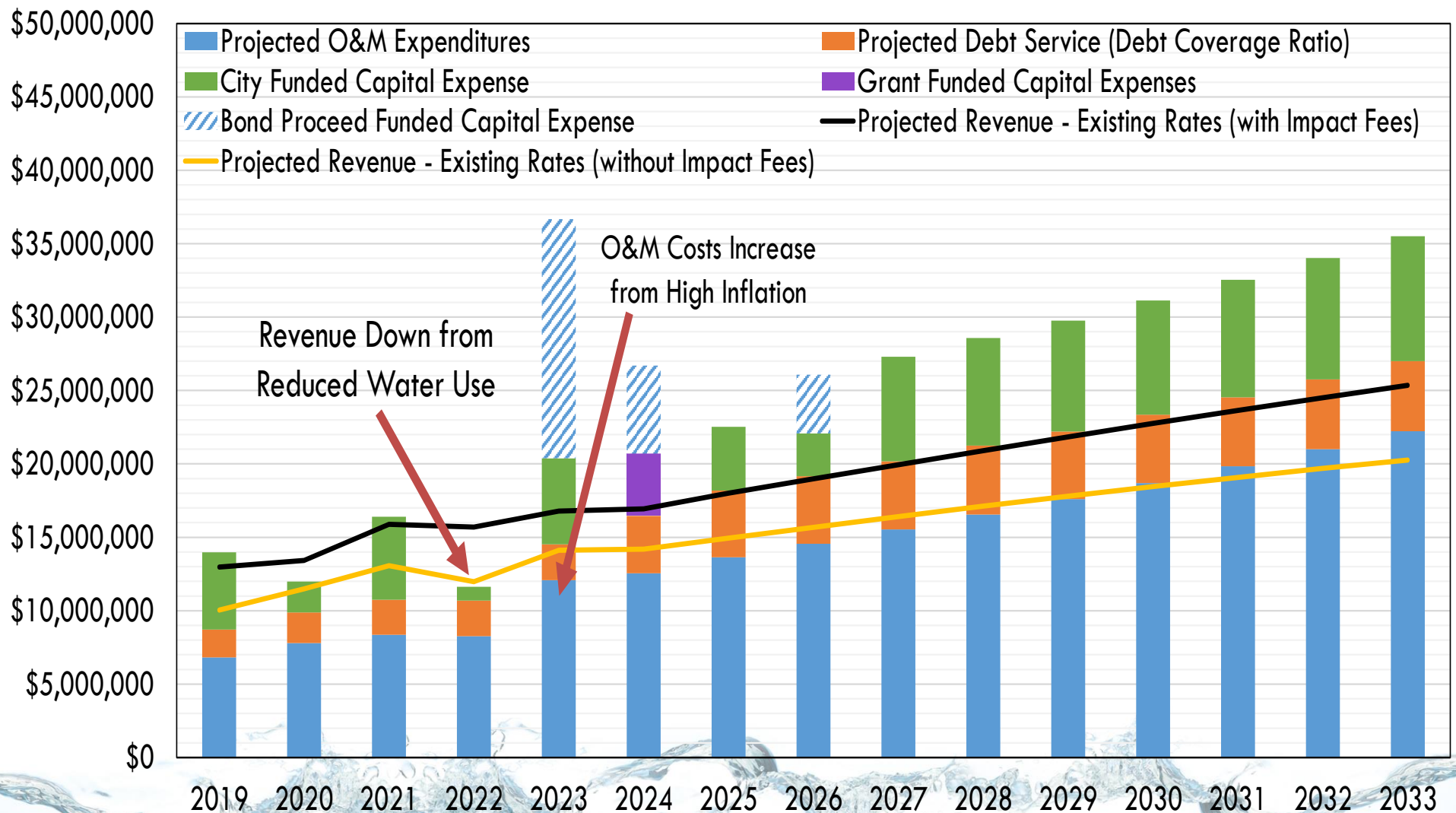


Rate Structure Considerations



Decide on Approach for Draft Rates

Projected Revenue Needs



Sustainable Level of Funding

Facility Type	Description	Estimated Value	Min Service Years	Average Service Years	Max Service Years	Max Annual Budget	Average Annual Budget	Min Annual Budget
Tanks	16.9 MG in 8 Tanks	\$60.8M	60	80	100	\$1.0M	\$0.76M	\$0.60M
Pump Stations	18,000 gpm in 12 Pump Stations	\$50.1M	40	50	60	\$1.3M	\$1.0M	\$0.84M
Wells	6,000 gpm in 9 wells	\$13.3M	35	50	65	\$0.38M	\$0.27M	\$0.21M
Pipes	330 miles	\$625.3M	60	80	100	\$10.4M	\$7.8M	\$6.3M
TOTAL		\$749.5M				\$13.1M	\$9.8M	\$7.9M

Projected Capital Projects

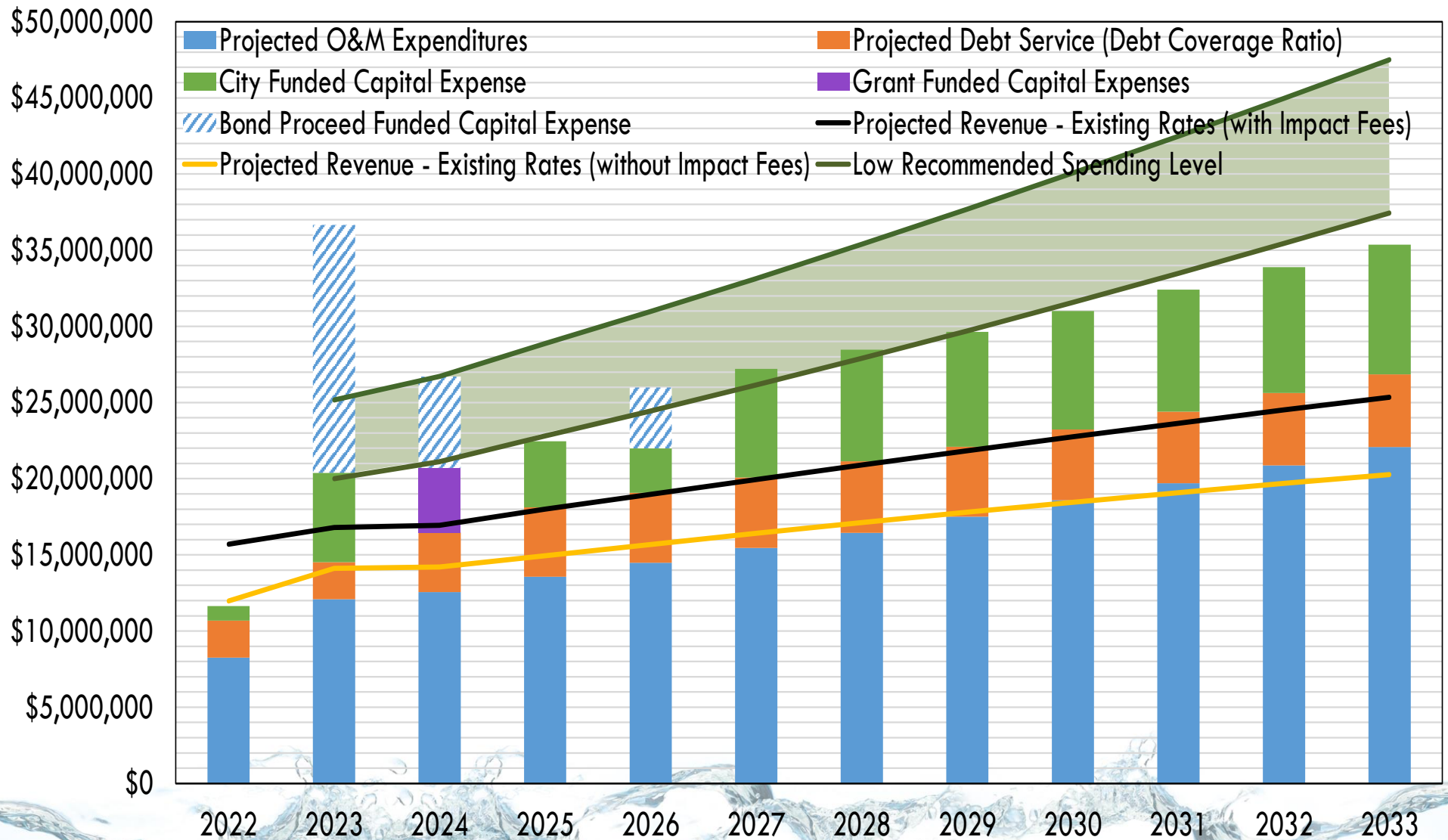
- 10-year Planned Capital Projects*:

Project Type	Estimated Cost
7 <u>Storage</u> Projects	\$42 M
11 <u>Booster Pump</u> Projects	\$12 M
18 Miles <u>Pipe</u> Projects	\$34 M
Additional <u>Source</u> Capacity	\$5 M
<u>Planning</u>	\$0.2 M
TOTAL	\$93.2 M

- \$9.32M Average Cost Per Year

**Projects and costs are based on most recent available information and are subject to change as decisions are made by the City for future development.*

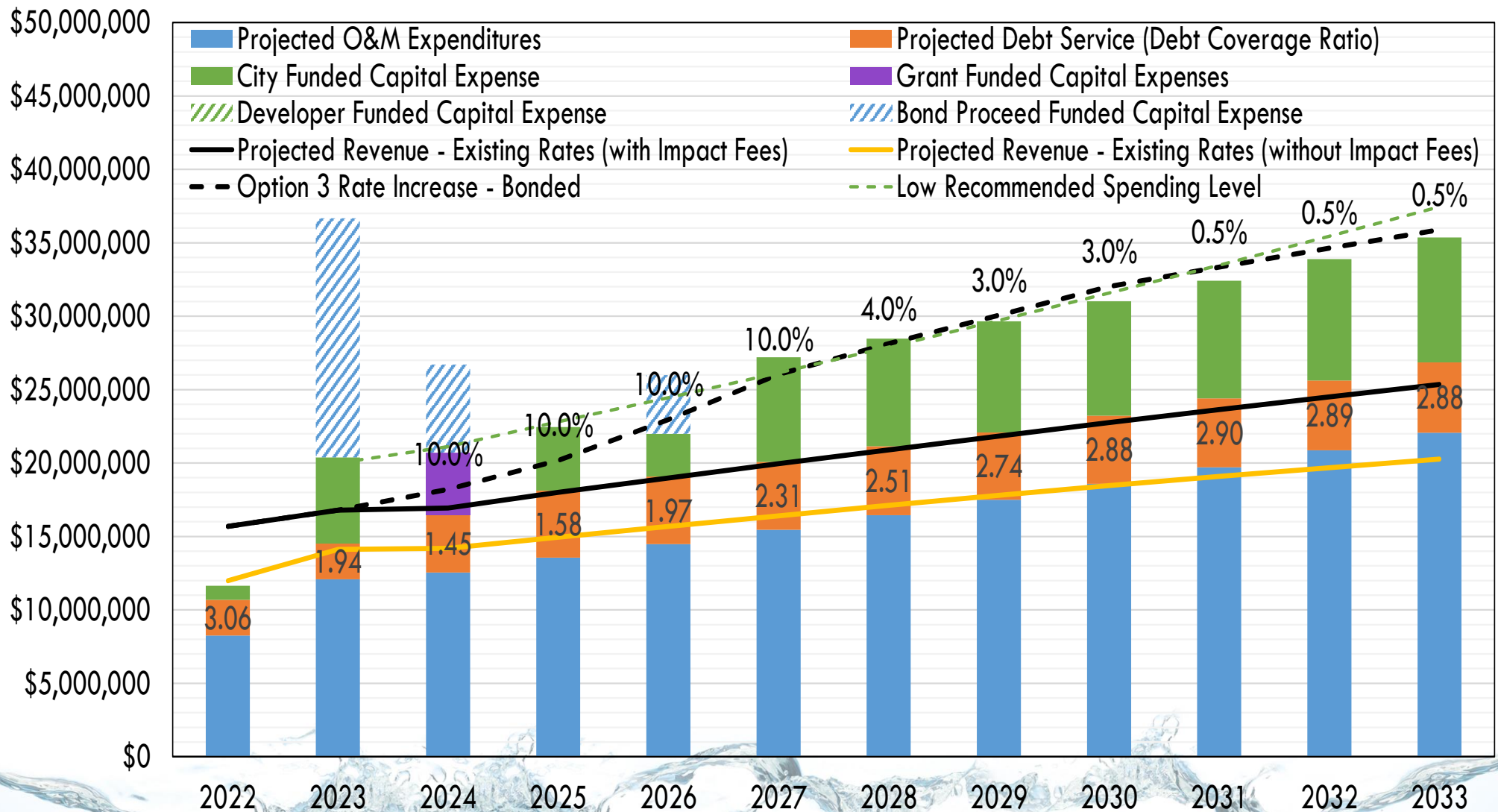
Projected Revenue Needs vs Level of Funding



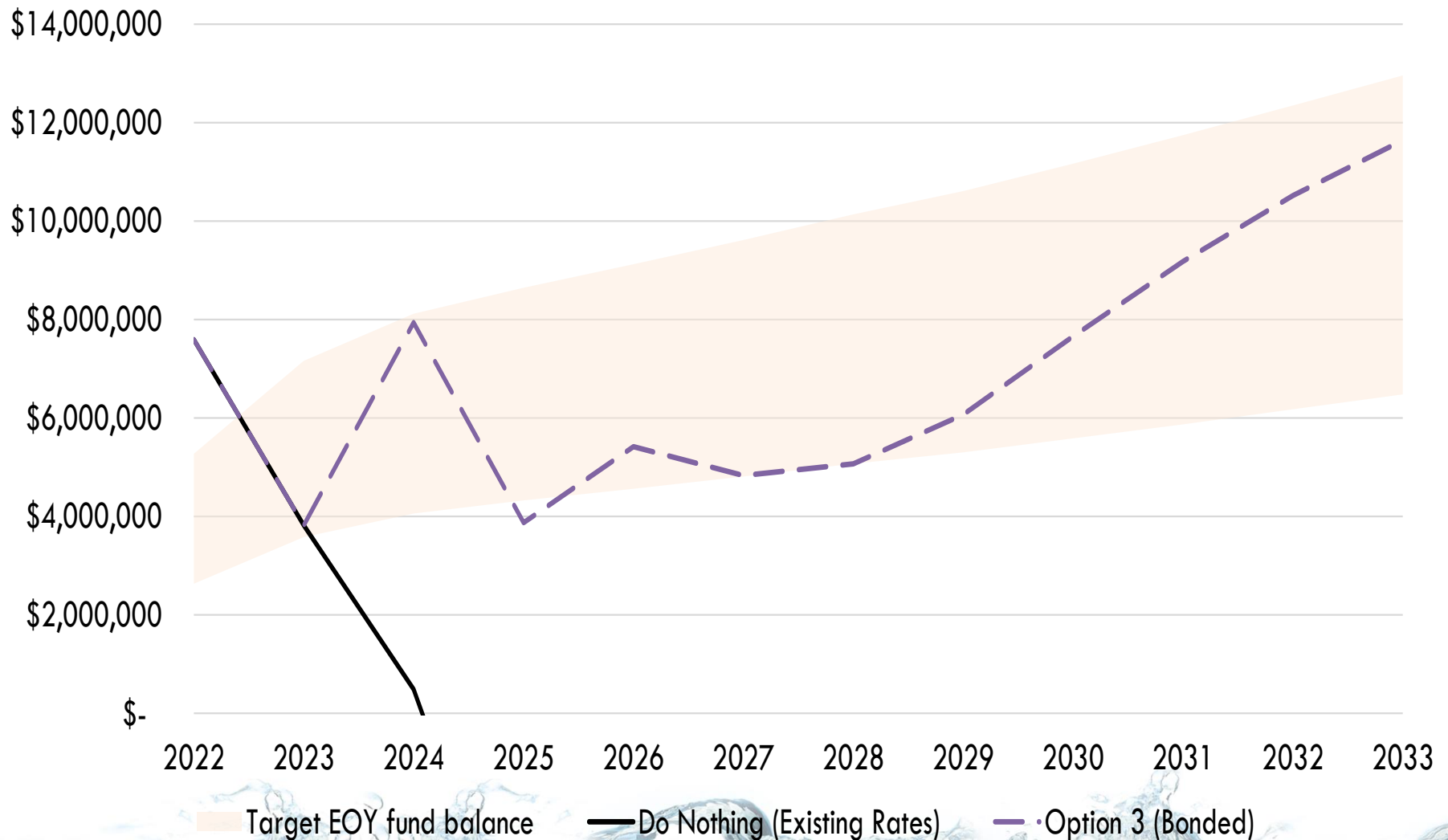
Rate Increase Alternatives

	2024	2025	2026	2027	2028
Alternative 1: Large Initial Increase					
Percent Increase:	38%	3%	3%	3%	3%
Alternative 2: Gradual Increase					
Percent Increase:	15%	15%	10%	3%	3%
Alternative 3: Gradual Increase with Bonding					
Percent Increase:	10% + \$6M Bond	10%	10% + \$4M Bond	10%	4%

Rate Increase – Alternative 3: Bonded



Rate Increase – Alternative 3: Bonded



Revenue Needs Conclusions

- Cost to maintain and operate culinary and secondary systems have exceeded water revenues
- Increase water rates as soon as possible to meet revenue needs
- Alternative 3 approach to increase system revenue:
 - \$6M bond in 2024
 - \$4M bond in 2026
 - Annual rate increases:

Fiscal Year	2024	2025	2026	2027	2028
% Rate Increase	10%	10%	10%	10%	4%

Rate Design: Structure



Rate Structure Objectives

- Generate needed revenue to sustainably fund system
- Encourage the prudent use of water
- Simplify rate structure - current approach is complicated and confusing
- Equitably allocate costs to all users
 - Equity achieved through adjusting:
 - Base rates
 - Volume charges
 - Volume tiers
- Structure secondary and culinary rates to encourage but not force secondary use

Rate Structure Major Recommendations

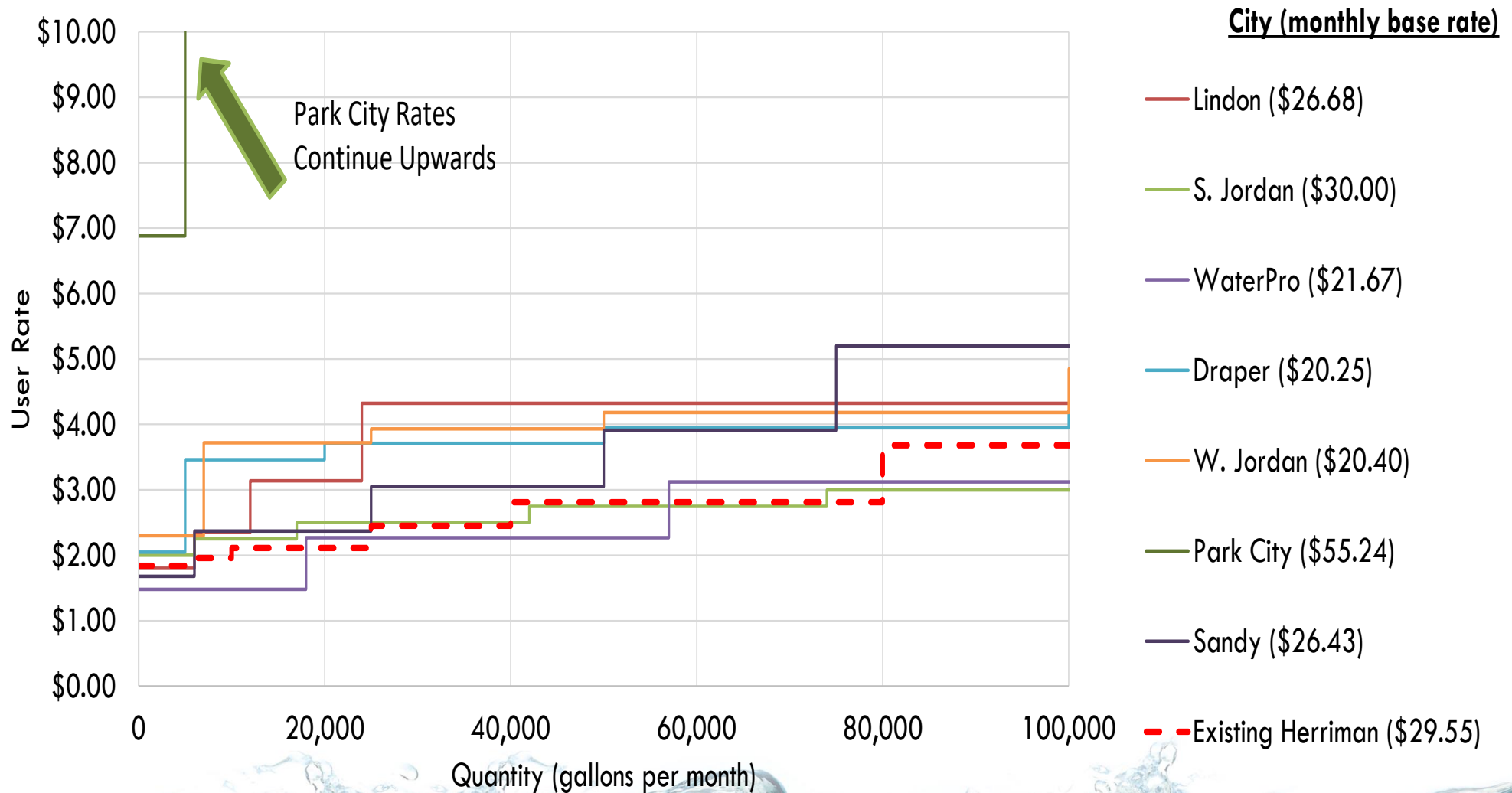
- Adjust tier rates to better reflect cost of service
- Adjust tier volumes to better encourage prudent use of water
- Modify tier volumes for larger meter sizes (culinary outdoor irrigation and secondary)
- Combine meter classes to simplify structure

Adjust Tier Rates To Better Reflect Cost Of Service



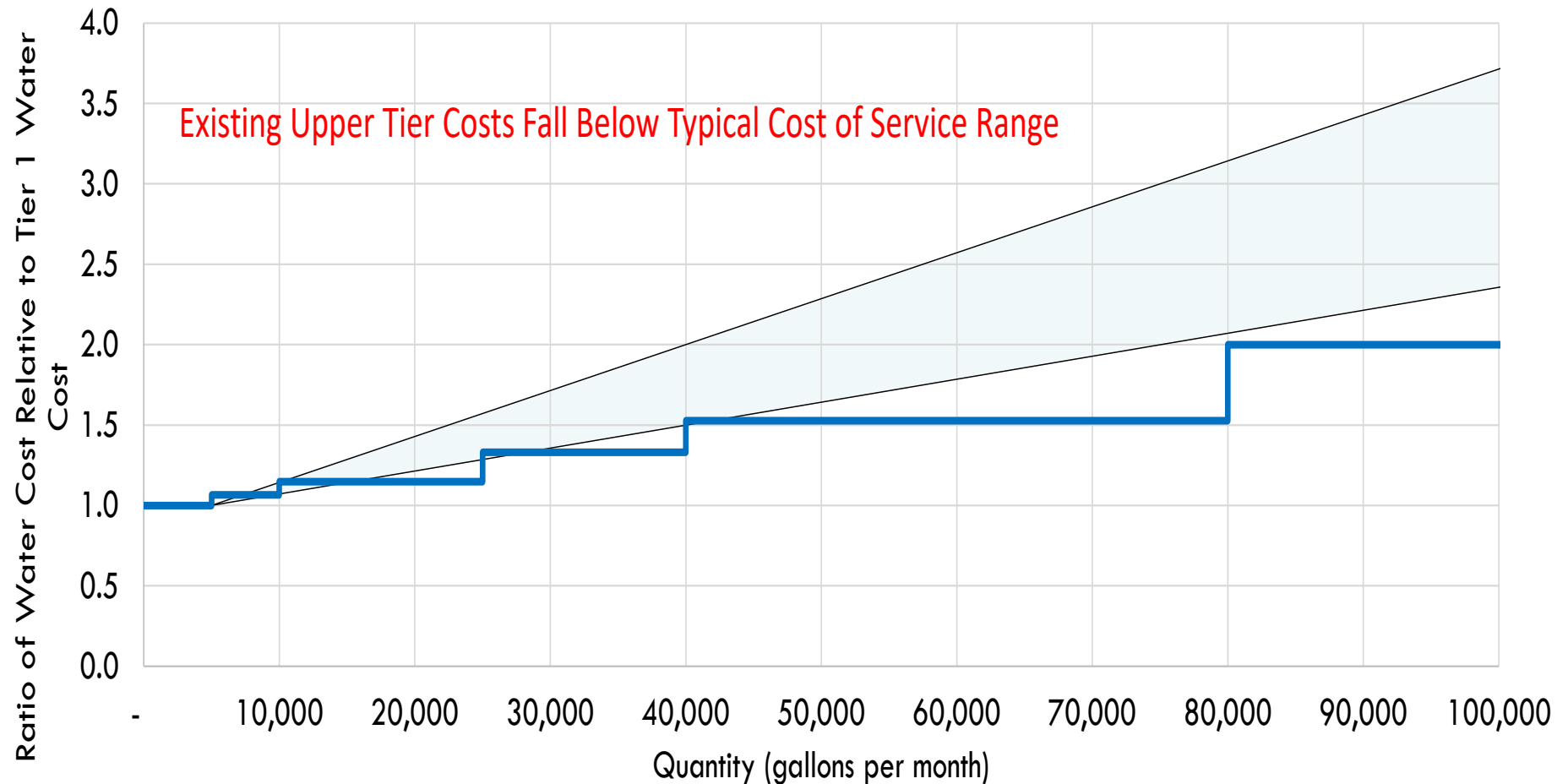
Water – Tier Cost Comparison

Culinary Residential Without Secondary Access



Water – Tier Cost of Service

Normalized Culinary Residential **Without** Secondary Access



— Typical Range of Cost of Service

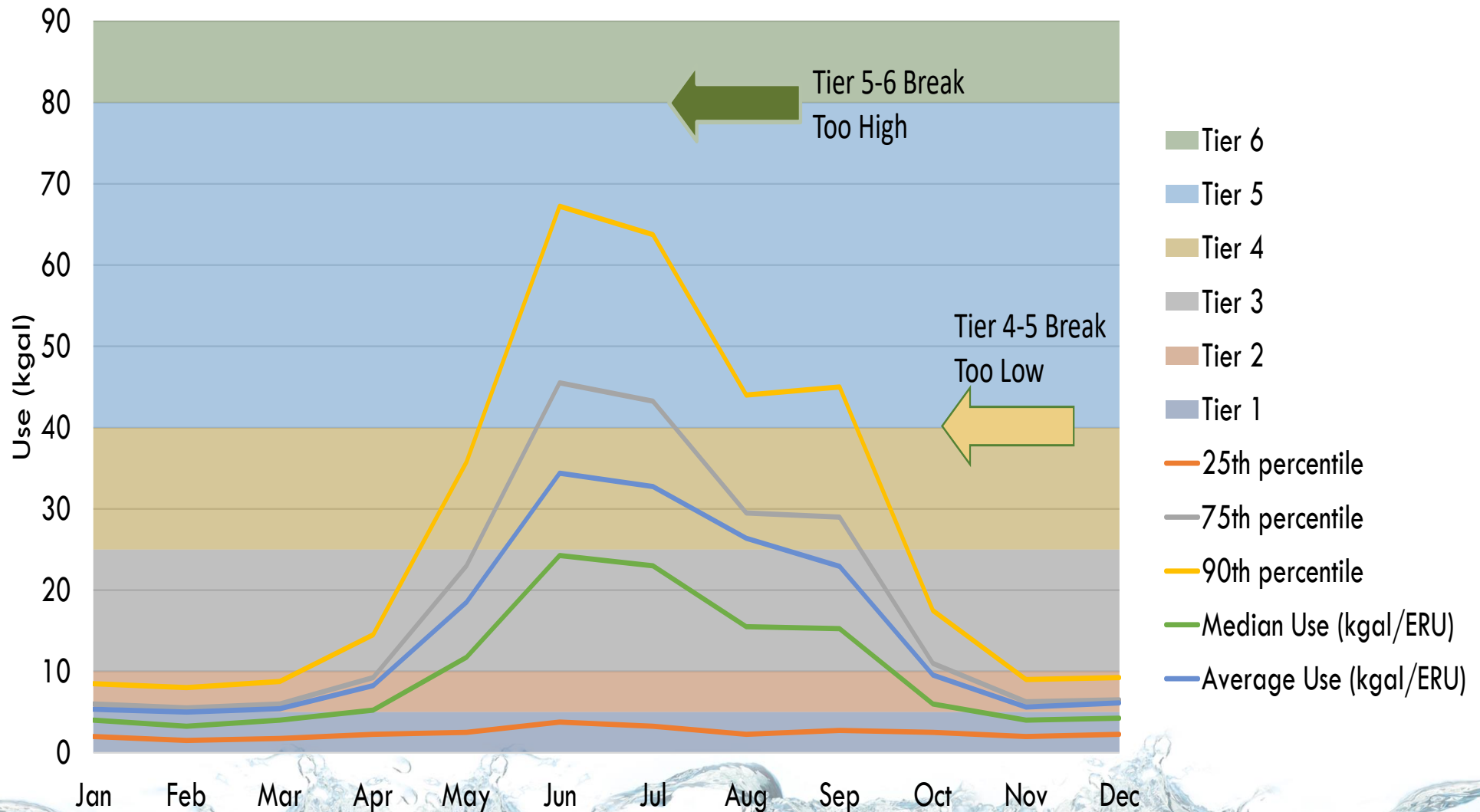
— Existing Herriman (\$29.55)

Adjust Tier Volumes To Encourage Prudent Use Of Water



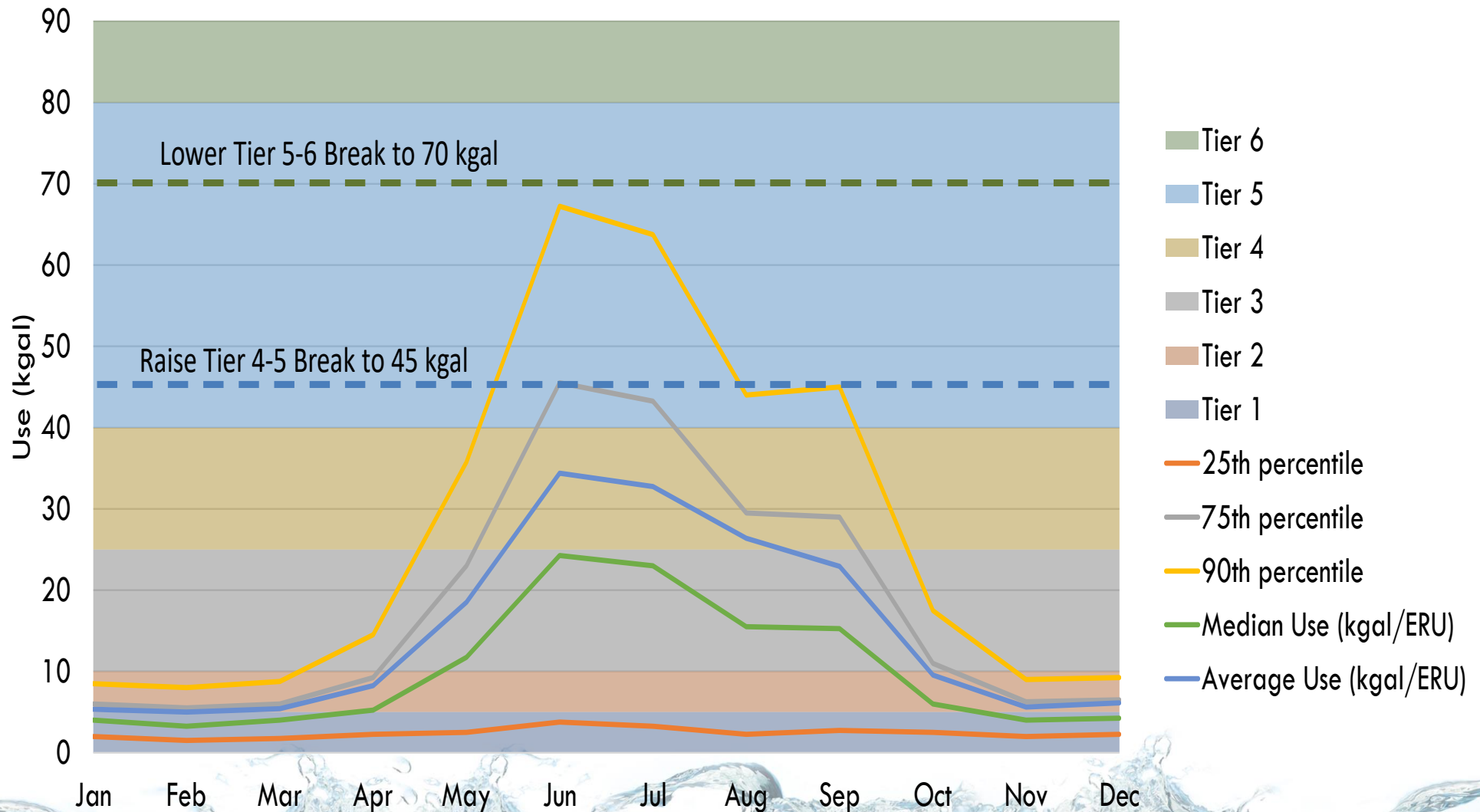
Actual Usage vs Tier Volumes

Culinary Residential Without Secondary Access



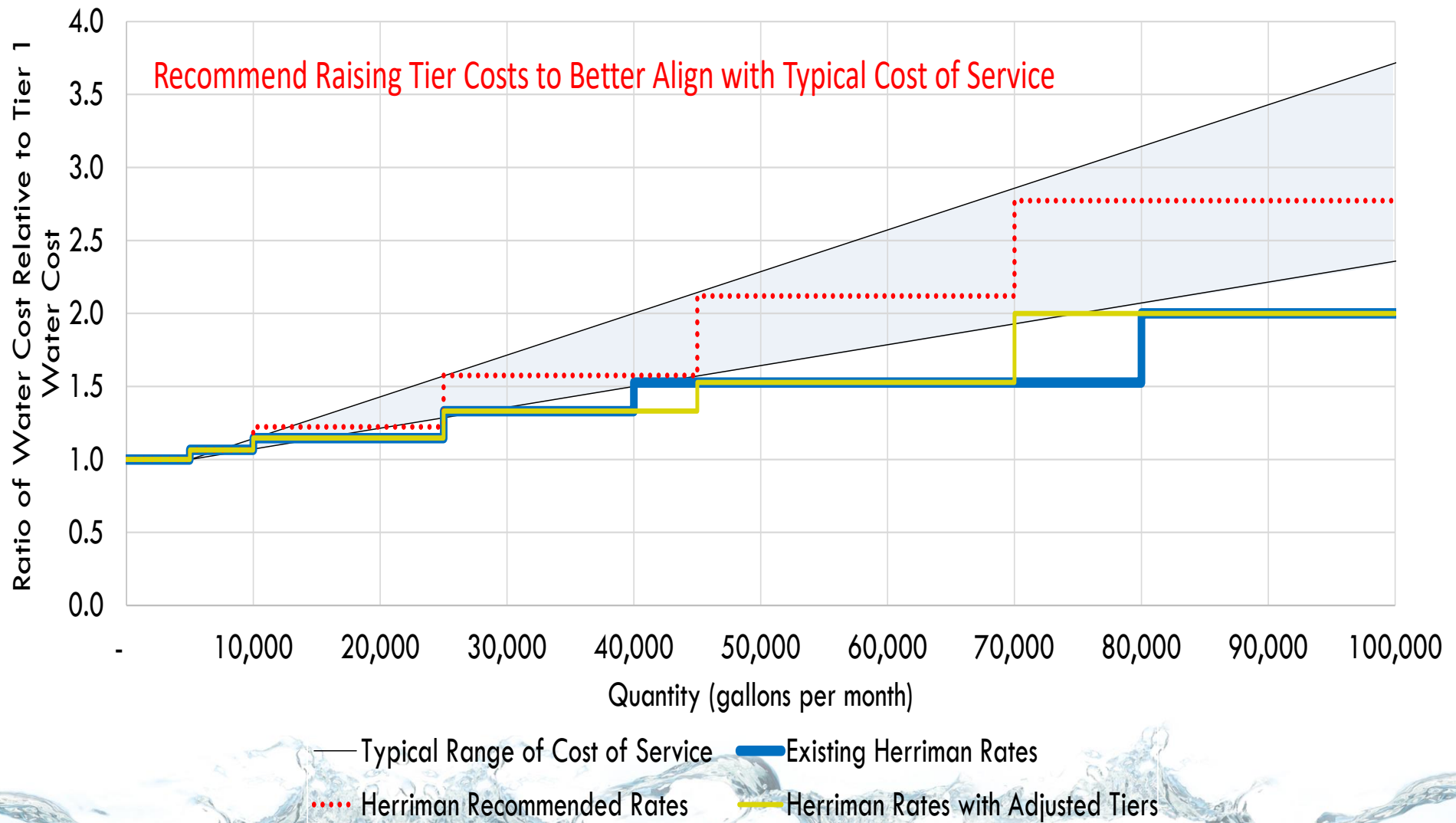
Actual Usage vs Tier Volumes

Culinary Residential Without Secondary Access



Water – Tier Cost of Service

Normalized Culinary Residential Without Secondary Access



Recommended Changes

Culinary Residential Without Secondary Access

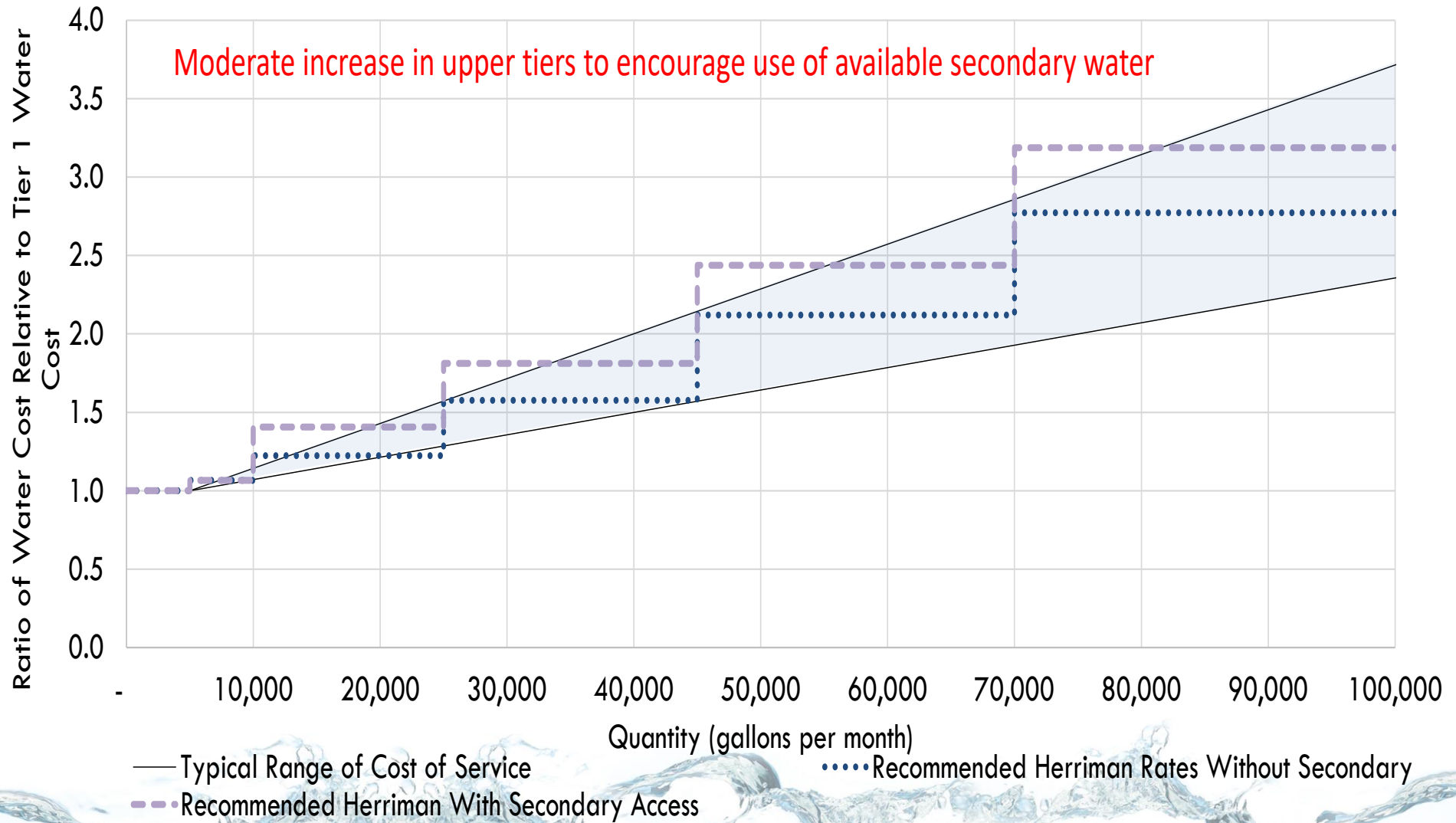
- Adjust tier volumes to better match actual usage trends
 - Change tier 5-6 break from 80 kgal to 70 kgal
 - Change tier 4-5 break from 40 kgal to 45 kgal
- Adjust tier costs to better match typical cost of service
 - Increase tier costs for tiers 3-6

What About Users with Secondary?



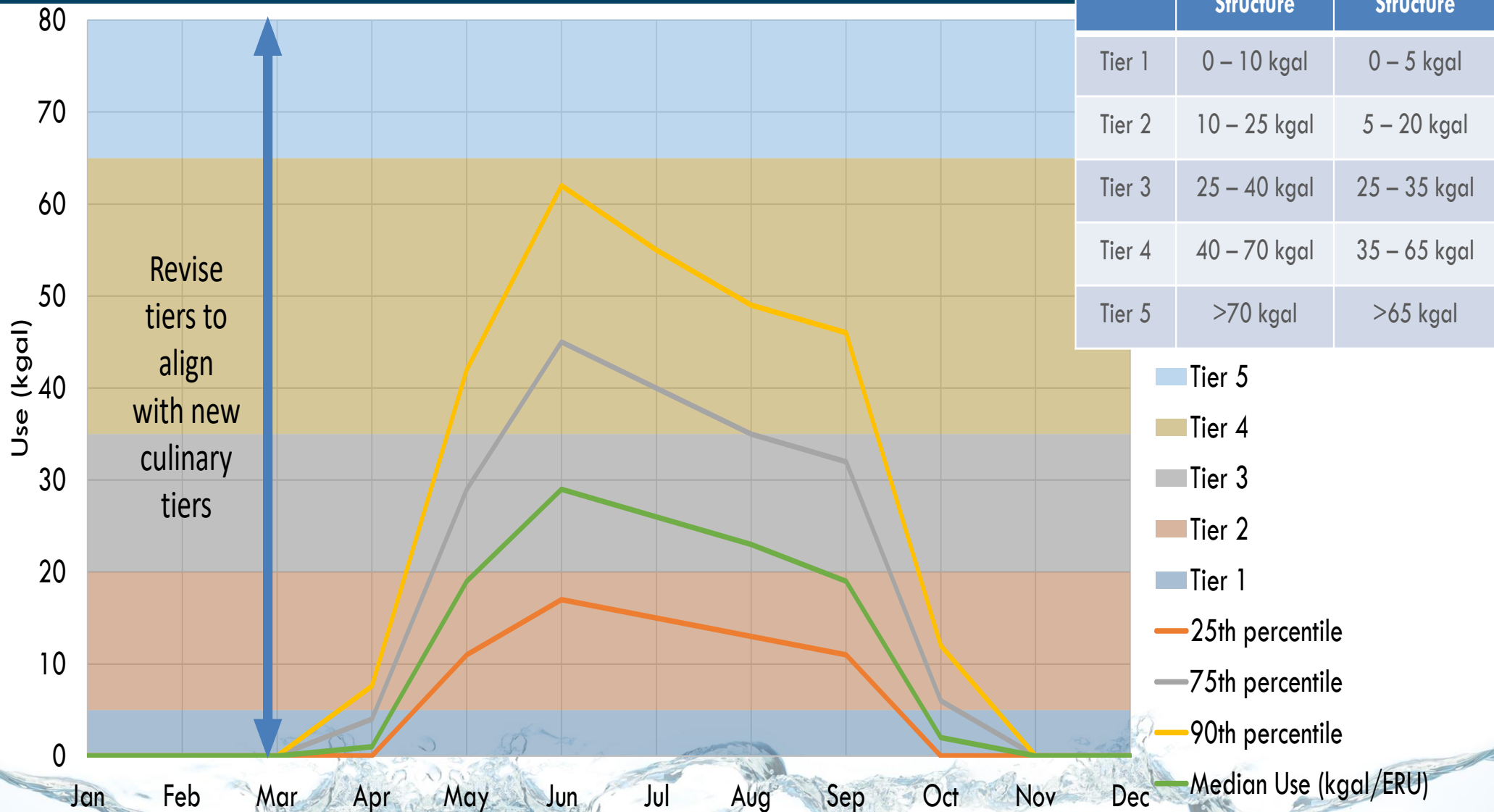
Water – Tier Cost of Service

Normalized Culinary Residential **With** Secondary Access



Actual Usage vs Proposed Tier Volumes

Residential Secondary



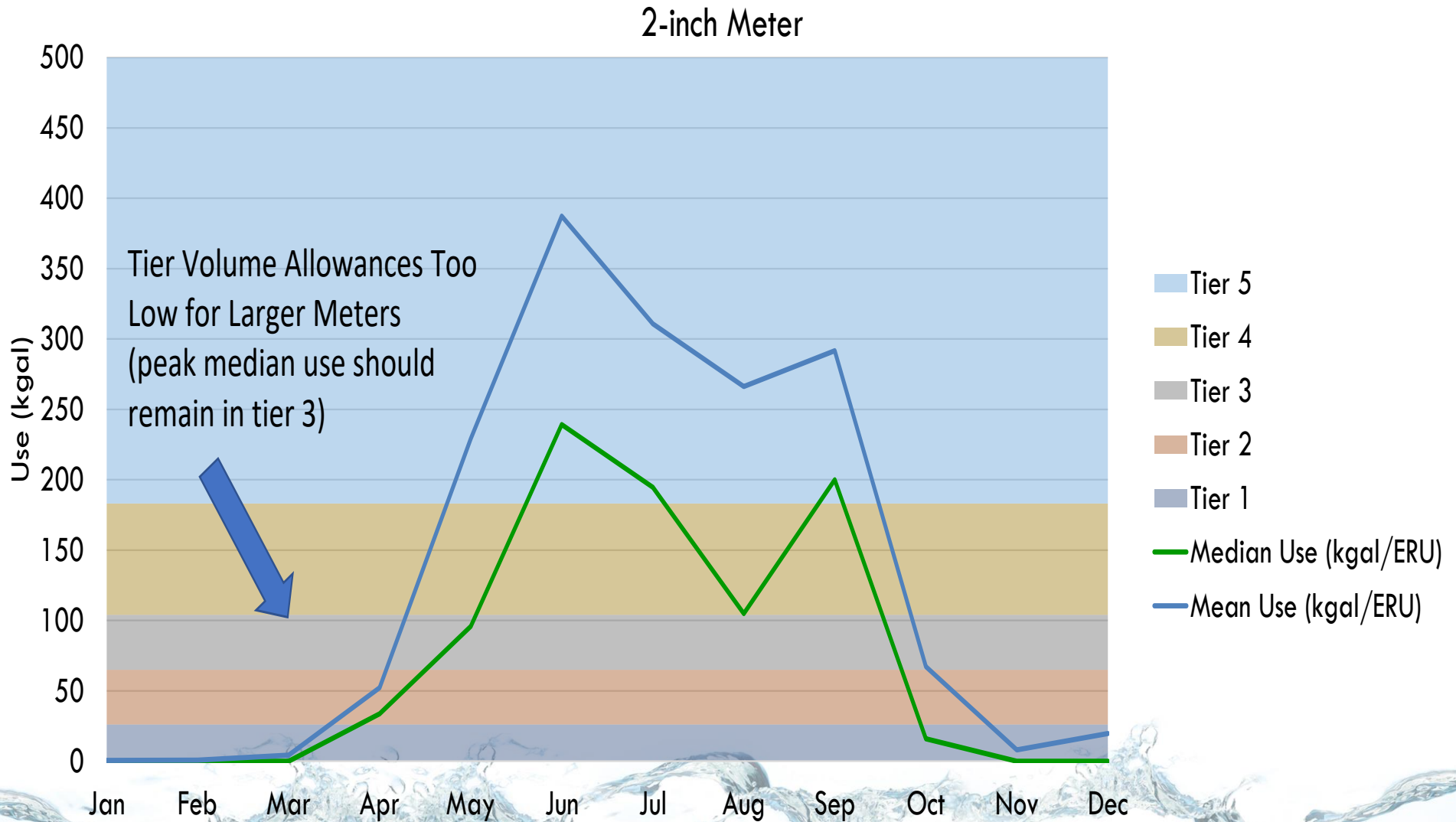
Modify Tier Volumes for Larger Meter Sizes

Culinary Outdoor Irrigation And Secondary



Actual Usage vs Tiers

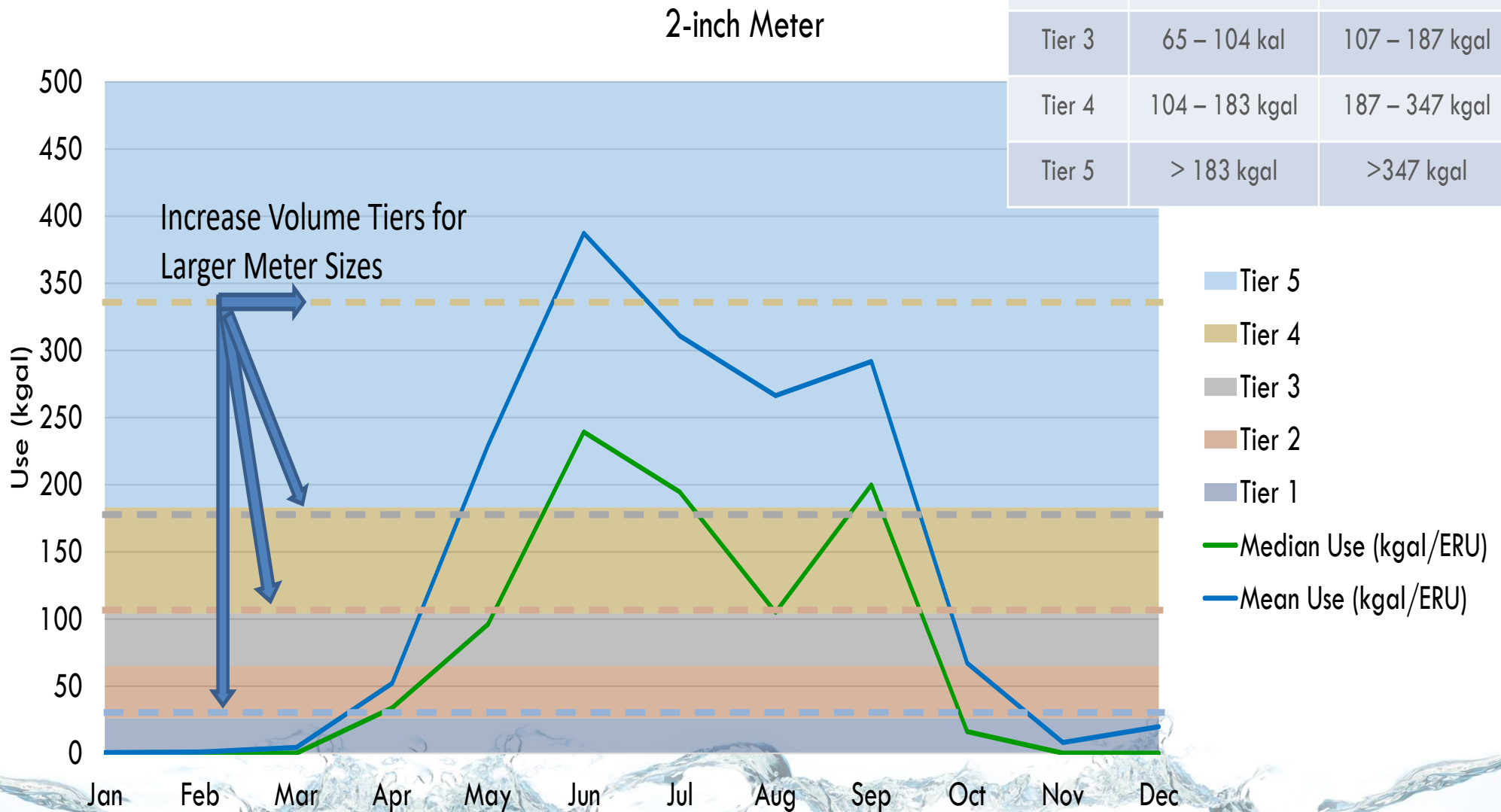
Culinary Outdoor Irrigation & Secondary



Actual Usage vs Tiers

Culinary Outdoor Irrigation & Secondary

	Existing Structure	Proposed Structure
Tier 1	0 – 26 kgal	0 – 27 kgal
Tier 2	26 – 65 kgal	27 – 107 kgal
Tier 3	65 – 104 kgal	107 – 187 kgal
Tier 4	104 – 183 kgal	187 – 347 kgal
Tier 5	> 183 kgal	>347 kgal



Recommended Changes

Culinary Outdoor Irrigation & Secondary

- Increase tier volumes for larger meters to match AWWA capacity ratios. New tiers as follows:

	$\frac{3}{4}$ -inch and 1-inch	1 $\frac{1}{2}$ -inch	2-inch	3-inch	4-inch	6-inch
Meter Ratio	1.0	3.3	5.3	11.7	21.0	43.3
Tier Volumes in Thousand Gallons						
Tier 1	0 – 5	0 – 17	0 – 27	0 – 59	0 – 105	0 – 217
Tier 2	5 – 20	17 – 66	27 – 107	59 – 234	105 – 420	217 – 866
Tier 3	20 – 35	66 – 116	107 – 187	234 – 410	420 – 735	866 – 1,516
Tier 4	35 – 65	116 – 215	187 – 347	410 – 761	735 – 1,365	1,516 – 2,815
Tier 5	>65	>215	>347	>761	>1,365	>2,815

Combine Meter Classes to Simplify Structure



Existing Customer Classes and Rates

Culinary

- ~~City Owned~~
- Residential Without Access to Secondary
- Residential With Access to Secondary
- Master Meter Residential/ Non-Residential
- ~~Wholesale~~
- ~~Out of City Boundary~~ (addressed with footnote)
- Southeast Herriman Bluffdale Residential
- Southeast Herriman Bluffdale Commercial

Secondary

- ~~City Owned~~
- Residential
- Master Meter Residential/ Non-Residential

Questions?





STAFF REPORT

DATE: June 1, 2023

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Friends of Herriman Budget Request

RECOMMENDATION:

Staff recommends an allocation of \$90,500 and will continue to work with Friends of Herriman to plan and carry out events, programs and services.

ISSUE BEFORE COUNCIL:

Does the City Council want to allocate funding to the Friends of Herriman for events, programs and services that they provide?

BACKGROUND/SUMMARY:

Friends of Herriman Parks, Trails, Arts and Culture was formed in 2022 as a non-profit to raise donations and provide volunteers, programs and services to Herriman City. The Board has four pillars: Parks, Trails, Arts and Culture, and have recruited Herriman residents to volunteer to lead each pillar. The Friends of Herriman are very helpful in participating in City Events (Safetypalooza and Towne Days) and will continue to produce community art shows and musical productions for the City. They recently completed their first legacy project with the Dowdle Art Piece and Puzzle. This is their first-year functioning as a non-profit in the City. Keep in mind that the Friends of Herriman Budget is based on a calendar year.

DISCUSSION:

The Friends of Herriman would like to expand program offerings in the coming year to include several community outreach programs and services. Some of the programs and services that they are proposing include the following:

- Suicide Prevention Event
- Community Health Classes with Lone Peak ER
- Digitization of the Herriman History Book
- Autism Awareness
- ESL Classes
- Interactive Display featuring Herriman History

The Friends of Herriman Board will be available for questions regarding specific program offerings.

How was the recommended amount calculated? Staff took the approved 2024 Biennial Budget Expenditures, subtracted out budgeted anticipated revenue and estimated sound (based on previous years) and added back in estimated sound engineering costs.

	FY2024
Expenditures	165450
Revenues	55800
Difference	109650
Sound rental	31550
Difference	78100
Sound Tech	12400
Total	90500

ALTERNATIVES:

Alternative	Benefit	Challenge
Allocate funding as determined by the City Council in any amount	City Council determines the amount of funding for the Friends of Herriman	Other funding requests may come in from other organizations
Do not allocate funding to the Friends of Herriman	Saves funding in the General Fund	Cuts programs in the community

FISCAL IMPACT:

Increase in general fund expenditures of \$90,500 should the City Council accept the recommendation made by staff. The current approved fiscal year 2024 budget has \$109,650 allocated to the Arts Department (no adjustment has been made for the current anticipated general fund deficit). There is a five-year history associated with previous allocations on the following page.

Arts and Cultural Development Five Year Budget						
		FY2019	FY2020	FY2021	FY2022	FY2023
10.73001	SALARIES & WAGES	25,000	10,000	10,000	10,000	10,000
10.73002	PAYROLL TAX BENEFIT	7,000	7,000	7,000	7,000	2,564
10.73003	OVERTIME	750	750	750	750	750
10.73004	INSURANCE BENEFIT	-	-	-	-	391
10.73005	RETIREMENT BENEFIT	-	-	-	-	2,925
10.73006	RETIREMENT MATCH BENEFIT	-	-	-	-	1,120
10.73100	ARTS COUNCIL SUPPLIES	4,000	4,000	4,000	4,000	4,000
10.73105	ARTS PRODUCTION/PERFORMANCE	45,000	45,000	45,000	50,000	40,000
10.73106	CHILDREN'S PRODUCTION	10,500	10,500	10,500	10,500	7,200
10.73107	HERRIMAN LIVE	1,500	1,500	1,500	1,500	1,500
10.73108	DECORATING CONTESTS	700	700	700	700	700
10.73109	VISUAL ARTS	1,500	1,500	1,500	1,500	500
10.73110	ARTS COUNCIL EQUIPMENT	5,000	5,000	5,000	5,000	5,000
10.73111	CHILDREN'S/YOUTH THEATRE WORKSHOP	-	-	-	-	1,500
10.73115	MISS HERRIMAN SCHOLARSHIP	14,000	14,000	14,000	14,000	15,000
10.73120	CHOIR & ORCHESTRA	4,000	4,000	4,000	4,000	4,000
10.73121	SOCK PUPPETS	-	-	-	-	-
10.73122	HARMONYX	2,500	2,500	2,500	2,500	5,000
10.73123	ARTS COUNCIL ADVERTISING/PR	5,000	5,000	5,000	5,000	4,500
10.73124	STORYTELLING	1,000	1,000	-	-	-
10.73125	NIGHT OF LIGHTS	2,500	2,500	1,000	2,500	1,000
10.73126	YOUTH THEATRE	-	-	2,500	5,000	7,200
10.73127	FRIENDS OF HERRIMAN	-	-	-	-	-
10.73130	HISTORICAL COMMITTEE	25,000	5,000	5,000	5,000	5,000
10.73131	VETERANS & MILITARY ADVISORY BOARD	-	5,000	5,000	5,000	5,000
10.73135	HEALTHY HERRIMAN	7,000	7,000	7,000	3,500	3,500
10.73540	CAPITAL OUTLAY	-	-	-	-	65,606
	TOTAL EXPENDITURE BUDGET	161,950	131,950	131,950	137,450	193,956
Associated Budgeted Revenue						
10.36210	MISS HERRIMAN PAGEANT INCOME	750	780	500	800	800
10.36801	SUMMER PRODUCTION	40,000	40,000	-	38,000	38,000
10.36802	CHILDRENS SHOW	6,500	6,000	-	8,000	8,000
10.36804	ARTS COUNCIL RENTALS	1,000	50	-	500	500
10.36807	ARTS HAMONYX	3,000	3,000	3,000	3,500	3,500
10.36699	ARTS CHOIR/ORCHESTRA	2,000	2,000	-	3,000	3,000
	TOTAL REVENUE BUDGET	53,250	51,830	3,500	53,800	53,800
	DIFFERENCE	108,700	80,120	128,450	83,650	140,156
Associated Actual Revenue						
10.36210	MISS HERRIMAN PAGEANT INCOME	680	780	500	560	980
10.36801	SUMMER PRODUCTION	33,713	33,809	5,659	55,524	33,369
10.36802	CHILDRENS SHOW	2,204	10,158	-	-	15,499
10.36804	ARTS COUNCIL RENTALS	790	-	3,000	4,140	-
10.36807	ARTS HAMONYX	-	-	-	-	-
10.36699	ARTS CHOIR/ORCHESTRA	-	-	-	-	-
	TOTAL ACTUAL REVENUE BUDGET	37,387	44,747	9,159	60,224	49,848
	DIFFERENCE	124,563	87,203	122,791	77,226	144,108



STAFF REPORT

DATE: June 1, 2023

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas, Assistant City Manager | Michael Maloy, City Planner

SUBJECT: Discussion of a proposed agreement with Salt Lake County to provide administrative services of Community Development Block Grant funds for eligible expenditures in Herriman City for three years beginning July 1, 2024.

RECOMMENDATION:

Staff recommends the City Council review the proposal and direct staff to schedule the draft ordinance and contract for consideration of approval on the July 12, 2023, City Council meeting.

ISSUE BEFORE COUNCIL:

Should the City enter into a three-year contract with Salt Lake County to administer CDBG-eligible expenditures in Herriman?

BACKGROUND & SUMMARY:

Herriman City Council will review a draft ordinance and contractual agreement with Salt Lake County to administrate Community Development Block Grant funds for 2024-2026 during the June 14, 2023, work meeting.

DISCUSSION:

Herriman City is entitled to receive annual Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD) or eligible expenditures in Herriman. According to HUD, the purpose of the CDBG funds is to “develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.” The administration and distribution of these funds are coordinated with HUD in three-year cycles, the next of which will begin July 1, 2024. The attached proposal specifies that Salt Lake County will provide administrative services for these funds on behalf of Herriman City during the 2024-2026 reporting period.

FISCAL IMPACT:

The proposal does not directly impact the adopted or proposed annual budget for Herriman City. However, as a partner community with Salt Lake County, city staff will be expected to provide information to and coordinate with Salt Lake County staff during the 2024-2026 CDBG grant allocation and review period. However, the purpose of the agreement is to minimize the City's obligation and require the County to provide all of the administrative services required by HUD. As such, the proposal does not increase City expenses, but it does agree that administrative costs will be deducted from the distribution of CDBG funds, which expense is anticipated and allowed by HUD policy.

ATTACHMENTS:

- A. Draft Ordinance and Agreement

INTERLOCAL COOPERATION AGREEMENT

**Between
SALT LAKE COUNTY
And
HERRIMAN CITY**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2023, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”) and HERRIMAN CITY, a Utah municipal corporation (the “City”). County and City are referred collectively to as the “Parties” and individually as a “Party.”

RECITALS

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “Act”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and the City are public agencies for purposes of the Act.

D. City has been notified by HUD that it is eligible to be an entitlement entity under the Community Development Block Grant (CDBG) program for the program year beginning July 2024 if it chooses to do so.

E. Nevertheless, City has decided to remain a member of the Salt Lake CDBG Urban County Program.

F. The Parties wish to enter into this Agreement to memorialize their respective roles in the Salt Lake CDBG Urban County Program.

AGREEMENT

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

1. County Agrees:

(a) Beginning July 1, 2024, the City’s portion of the annual CDBG allocation will be based on the HUD CDBG formula for each of the three (3) years of the urban county interlocal

agreement. Sixty-five percent (65%) of the annual formula allocation for the City will be designated for hard cost activities to be carried out within the City jurisdiction, which will be passed through to the City by a subgrant agreement.

(b) City shall have full discretion on the use of the passthrough CDBG Hard Costs funds for eligible uses as defined by the 24 CFR 270 Regulations, generally including eligible infrastructure, housing, public facilities improvements, and economic development. The City will submit details of the activities to be funded in accordance with the process established for the annual Request for Application (RFA) for the Urban County.

(c) To oversee and manage City's hard cost projects which includes all CDBG monitoring, billing, and reporting requirements.

(d) Prepare the Annual Action Plan and Comprehensive Annual Performance and Evaluation Report (CAPER) including information provided by Herriman City.

(e) Provide opportunities for Herriman to participate in any meetings of the Salt Lake Urban County.

(f) Provide training opportunities offered by Salt Lake County and HUD on the CDBG program.

(g) Provide technical assistance to City as requested.

2. City Agrees:

(a) The County shall retain thirty-five percent (35%) of the funds apportioned to the City to support the human service needs of the urban county eligible population including the City residents that will also leverage the additional funding from the Social Services Block Grant. In addition, up to an amount that represents twenty percent (20%) of the City formula portion will be used for general administration that includes oversight, monitoring and technical assistance the County will provide to the City.

(b) To appoint a representative to the County Community and Social Services Advisory Committee that make funding recommendations to the Urban County Mayor's.

(c) Provide County with information for the Annual Action Plan and the Comprehensive Annual Performance and Evaluation Report (CAPER).

(d) Participate in meetings of the Salt Lake Urban County Program.

(e) Participate in trainings offered by Salt Lake County and HUD on the CDBG program.

3. Duration and Termination

This Agreement shall take effect upon execution and terminate June 30, 2027, and shall be subject to the annual HUD formula allocations for each year and the formula apportion to the City. Any unspent funds in one year will roll over to the next year within the three-year agreement. If any unspent CDBG funds remain unspent at the end of the three-year agreement, the County and City will work with HUD to make the increase adjustments to the new Herriman City Entitlement allocation.

4. Additional Interlocal Act Provisions. In compliance with the requirements of the Act and other applicable law:

(a) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. The Property shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

5. General Provisions. The following provisions are also integral parts of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) Time of Essence. Time is the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage,

brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By **John E. Diaz** _____
John E. Diaz
Deputy District Attorney
Salt Lake County

Digitally signed by John E. Diaz
Date: 2023.06.01 13:39:44 -06'00'

HERRIMAN CITY

By _____
Mayor or Designee

ATTEST:

Recorder

Reviewed and Advised as to Form and Legality:

Attorney for HERRIMAN CITY
Date _____



STAFF REPORT

DATE: June 01, 2023

TO: The Honorable Mayor and City Council

FROM: Blake Thomas

SUBJECT: Discussion Regarding a Land Transfer and Development Agreement with MLM Holdings, LLC – Blake Thomas, Community Development Director

RECOMMENDATION:

Staff recommends that the City Council review the draft agreement and address concerns and/or suggestions that need to be included before the agreement is presented to the Council for approval at a future City Council meeting.

ISSUE BEFORE COUNCIL:

Should the City Council enter into an agreement to transfer city-owned land in exchange for improvements to a private developer for the construction of a sports training facility?

BACKGROUND/SUMMARY:

City staff was contacted by MLM Holdings, LLC to explore areas where a sports training facility could be located in Herriman. Several parcels of land were identified as feasible locations for the project. The site, shown in Figure 1, was determined the preferred location by MLM. The property is owned by Herriman City, with a portion of it being “under contract” for purchase with Herriman 73 Partners, LLC.

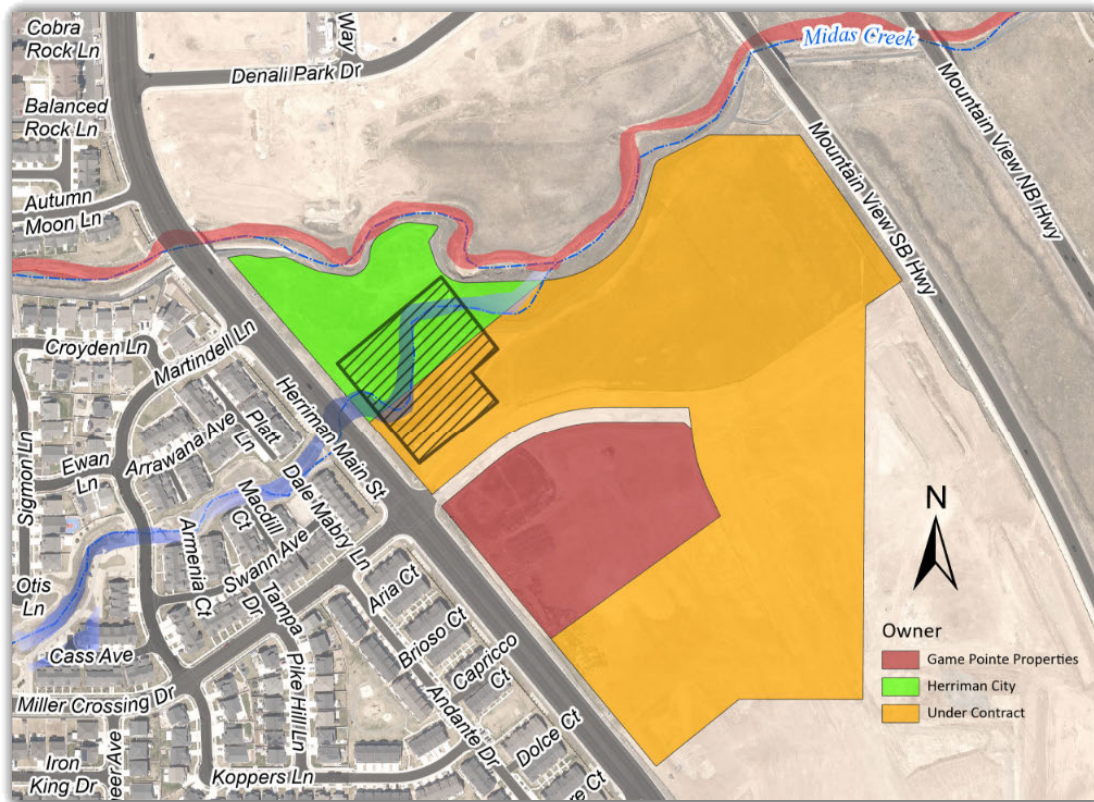


Figure 1. Property Map

MLM will need to acquire and consolidate the properties needed for their facility as well as construct site improvements that include a relocation of a segment of Copper Creek, a portion of asphalt trail, and a foot bridge. This work will be required by an agreement in order for MLM to acquire the property from Herriman City.

Additionally, the property is currently zoned AMSD, which does not allow for the sports facility use being proposed by MLM Holdings. The , if approved through a legislative process.

DISCUSSION:

The agreement attached to this staff report identifies the terms and conditions required of MLM in order to receive the land from the City. Key requirements include:

- Acquire adjacent property needed for the project.
- Site Plan Approval
 - Installation of public improvements
 - Relocation of Copper Creek
 - Relocation of asphalt trail
 - Relocation of pedestrian bridge over creek
 - Construct asphalt parking lot for trailhead

- Building Permit
 - MLM to construct sports training facility
- Certificate of Occupancy (C of O)
 - MLM to complete all project improvements and acquire C of O.

If the criteria are not met by certain timelines, to be determined and specified in the agreement, then the City will have the right to repurchase the property per the terms identified in the agreement.

The agreement specifies that the property shall be solely used for a baseball training facility but allows for an accessory use on the property that must comply with the uses identified in Table 1 in section 7.b. The agreement also requires the site to be landscaped and maintained.

The agreement allows for the property to be deeded to MLM Holdings within 30 days after MLM acquires the adjacent parcel.

ALTERNATIVES:

Option	Pros	Cons
1. Recommend agreement be presented to the Council for consideration as written.	Facilitates development of the property for a desired use.	None.
2. Recommend agreement be presented to the Council for consideration with changes.	Changes may address an issue that has not yet been contemplated	Could delay the approval of the agreement.
3. Elect not to enter into the reimbursement agreement with the Developer.	Allows the property to remain undeveloped.	Would eliminate a commercial development that the community could benefit from.

FISCAL IMPACT:

There is no impact to the city unless MLM defaults on the requirements of the agreement and the city elect to purchase the property per the terms identified in section 11 of the agreement.

ATTACHMENTS:

- 1) Draft Land Transfer and Development Agreement

After recording, please send to:

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

Affected Parcel No(s): 26-25-400-078-0000

Land Transfer and Development Agreement

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

Recitals

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

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

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

Accordingly, the parties agree as follows:

Agreement

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

2. **Conditions Precedent to Conveyance of the Property.**

a. Adjacent Parcel. The Developer agrees and acknowledges that the transfer of the Property is conditioned on the Developer acquiring fee title to the adjacent parcel, located at approximately 12250 South Herriman Main Street, as depicted on **Exhibit B** (“Adjacent Parcel”). The Adjacent Parcel shall be solely owned by Developer.

3. **Conveyance of Property.**

a. Deed. Provided the Condition Precedent requirements set forth in Section 2 have all been satisfied and the additional closing conditions set forth herein have been satisfied, the City shall transfer the Property to the Developer. The deed shall substantially be in the form of the quit claim deed attached as **Exhibit C**. The Conveyance of the Property shall comply with Section 10.

b. Fee Interest. Prior to recordation, the City holds the fee interest in the entire Property. However, the Developer shall be liable for any damaged caused to the Property or injury thereon. After recordation, the Developer will own the fee interest in the Property subject to the terms of this Agreement.

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

5. **Development of Property.**

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

b. Site Plan. The Developer shall submit for site plan approval within [xx] calendar days of Closing.

c. Building Permit. The Developer shall submit for a building permit for the Project within [xx] calendar days of Closing.

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

6. **City Repurchase Options.**

a. Failure to Comply with Section 4. If the Developer does not comply with Section 3, the City shall have the right to repurchase the property for the amount of public improvements made to the property, as listed in Exhibit D. Any other improvements made to the Property shall not be compesable

b. Failure to Comply with Section 5.

i. If the Developer does not comply with Section 5(1)9-(c), the City shall have the option to repurchase the Property for the amount of public improvements installed, as listed in Exhibit D. Any other improvements made to the Property shall not be compeable.

ii. If the Developer does not comply with Sections (5)(d), the City shall have the option to repurchase the Property for 75% of the Property's appraisal value.

7. **Use of the Property.**

a. Permitted Use. The Property shall be used solely for a baseball training facility. This restriction on use shall run with the land in perpetuity and shall be binding on all present and future owners of the Property. This permitted use may not be modified or waived without the prior written consent of the the City. In the event of a breach of this restriction on use, the City shall have the right to enforce this restriction by any means available by law or equity.

b. Accessory Use. The Developer may use a portion of the Property for an accessory use, which shall be incidental and subordinate to the permitted use of the Property. Allowable accessory uses are as follows:

Table 1. Allowable Accessory Uses

Restaurant, General	Office, professional	Parking lot
Personal Instruction service	Recreation and entertainment, indoor	Recreation and entertainment, outdoor
Retail, general		

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

d. Survival. This Section shall survive termination of this Agreement unless termination is due to Developer's breach of other sections of this Agreement.

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

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

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

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

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

c. Closing. Closing shall occur within thirty (30) days following the date on which all conditions precedent to conveyance set forth in Section 2 have been satisfied (“Closing”).

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

a. Failure to Meet Conditions Precedent. If the Developer fails to meet the conditions in Section 2, the City shall send a notice of default to the Developer. The Developer shall have 45 days to cure the Event of Default. If Developer, or its

investors or other property interest holder, fails to cure the Event of Default, the City shall have a 6-month option to retain the Property for the price expended by the Developer to install the public improvements listed in Exhibit B. Upon this Event of Default, the Developer shall clear any and all encumbrances and liens on the Property, and the Agreement shall automatically terminate, with the exception that [Sections X] shall survive closing.

b. Failure to Meet Conditions for Development of Property. If the Developer fails to meet the conditions in Section 5, the City shall send a notice of default to the Developer. The Developer shall have 45 days to cure the Event of Default. If Developer, or its investors or other property interest holder, fails to cure the Event of Default, the City shall have a 6-month option to repurchase the Property for 75% of the appraised value as of the date of the notice of default. Upon this Event of Default, the Developer shall clear any and all encumbrances and liens on the Property at the time of repurchase, and the Agreement shall automatically terminate, with the exception that [Sections X] shall survive closing.

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

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

12. Developer's Release of the City.

a. Release. Developer, on behalf of itself and anyone claiming by, through or under Developer hereby waives its right to recover from and fully and irrevocably releases the City, its council members, board members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Developer may have or hereafter acquire against any

of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (1) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property; (2) any presence of Hazardous Materials; and (3) any information furnished by the Released Parties under or in connection with this Agreement.

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

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

14. **General Provisions.**

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

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

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

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

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

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

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

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

i. *Binding Effect.* The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest and assigns.

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

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

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

m. *Waiver of Rights.* This Agreement may restrict the Developer's rights under clearly established law. The Developer has been advised of these rights, has had

the opportunity to review those rights with its legal counsel, and agrees to waive those rights.

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

[Signature Pages Follow]

HERRIMAN CITY

Signature: _____

Name: _____

Title: _____

Date: _____

Notice sent to:

Address: 5355 West Herriman Main Street

Address: Herriman, Utah 84096

Attn: City Recorder

Approved as to form:

Attested:

Herriman Legal Department

Herriman City Recorder

DEVELOPER

Signature: _____

Name: _____

Title: _____

Date: _____

Notice sent to:

Address: _____

Address: _____

Attn: _____

Notary (Pick One)

Individual(s) Acknowledgment

State of _____)

County of _____)§

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

Witness my hand and official seal.

(*Notary signature*)

(*seal*)

Corporate/Trust Acknowledgment

State of _____)
)§
County of _____)

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

Witness my hand and official seal.

(Notary signature)

(seal)

EXHIBIT A

(Depiction and Description of Property)

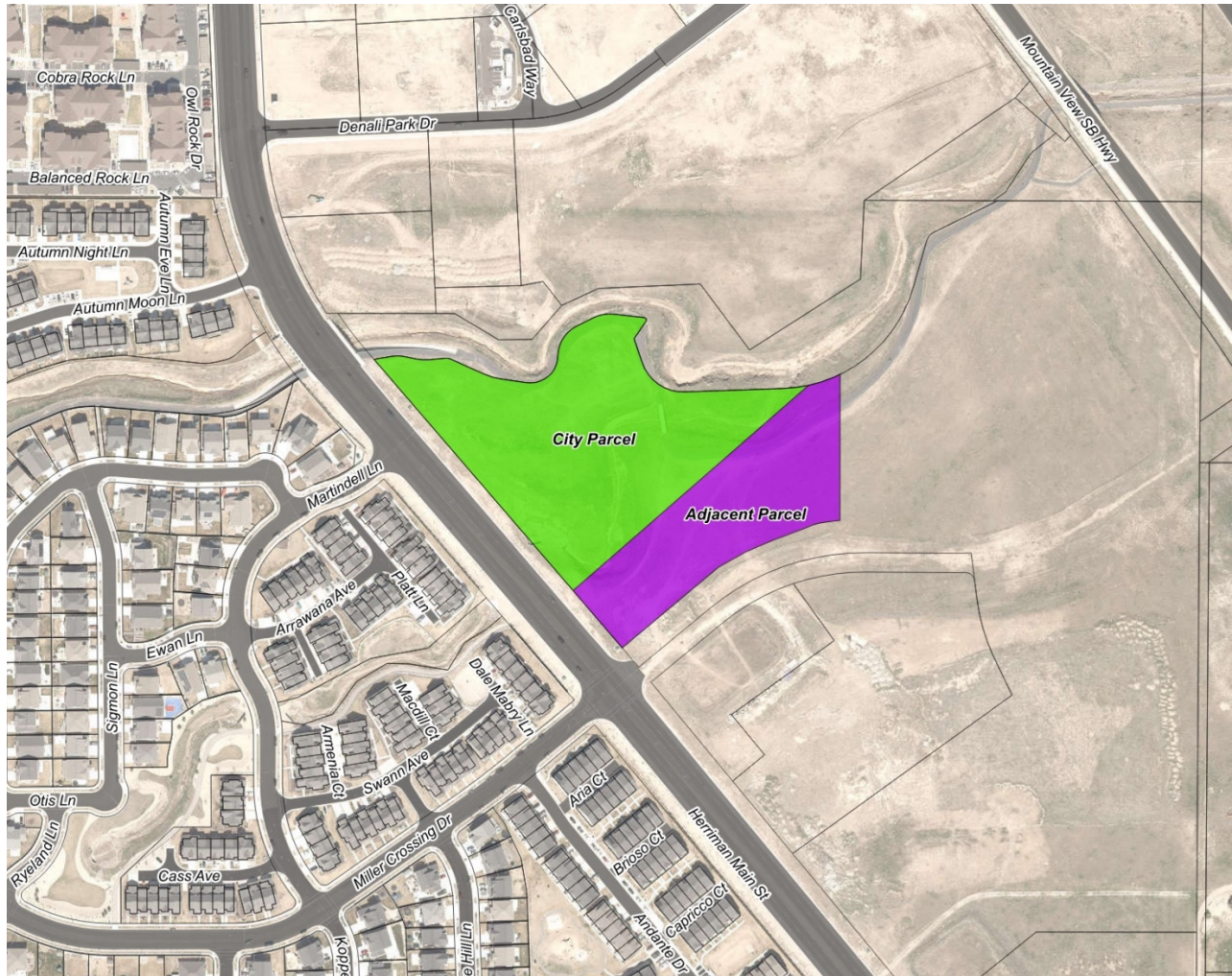


EXHIBIT B

(Public Improvements Schedule)

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

BASEBALL FACILITY PUBLIC IMPROVEMENTS PLAN

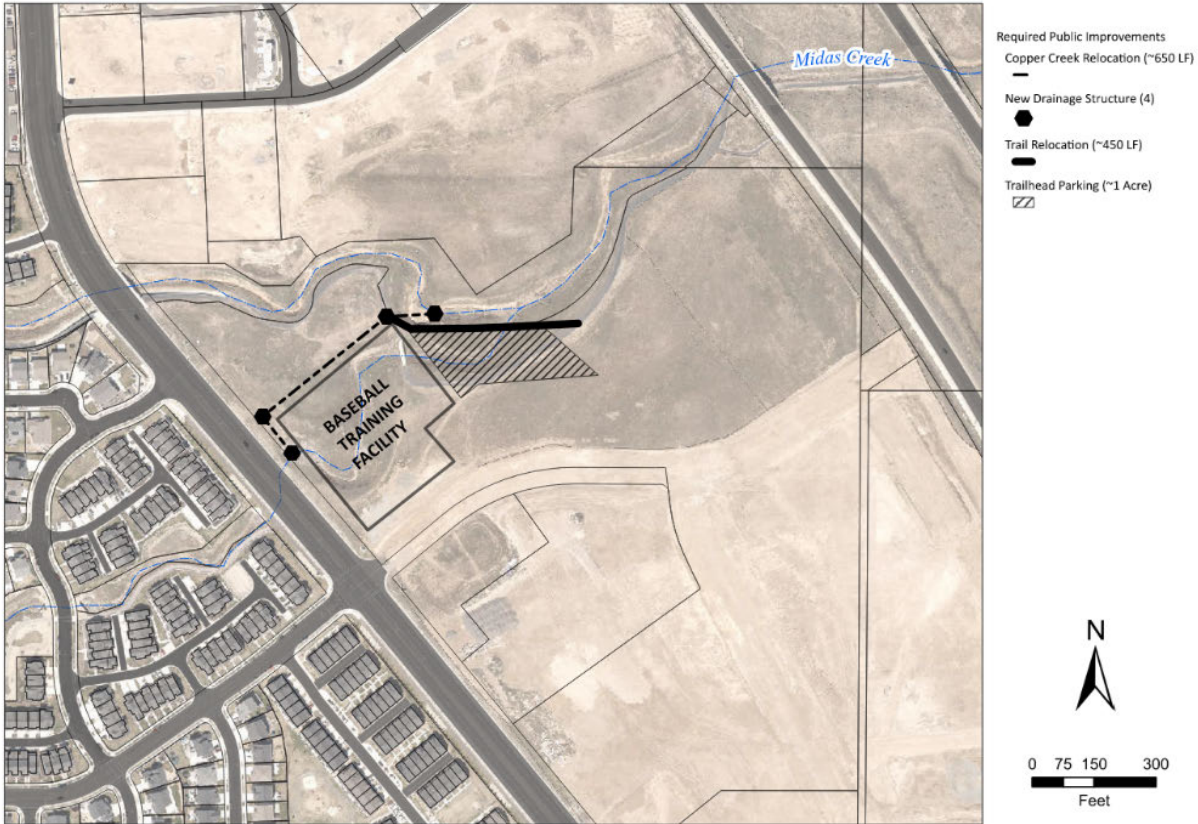
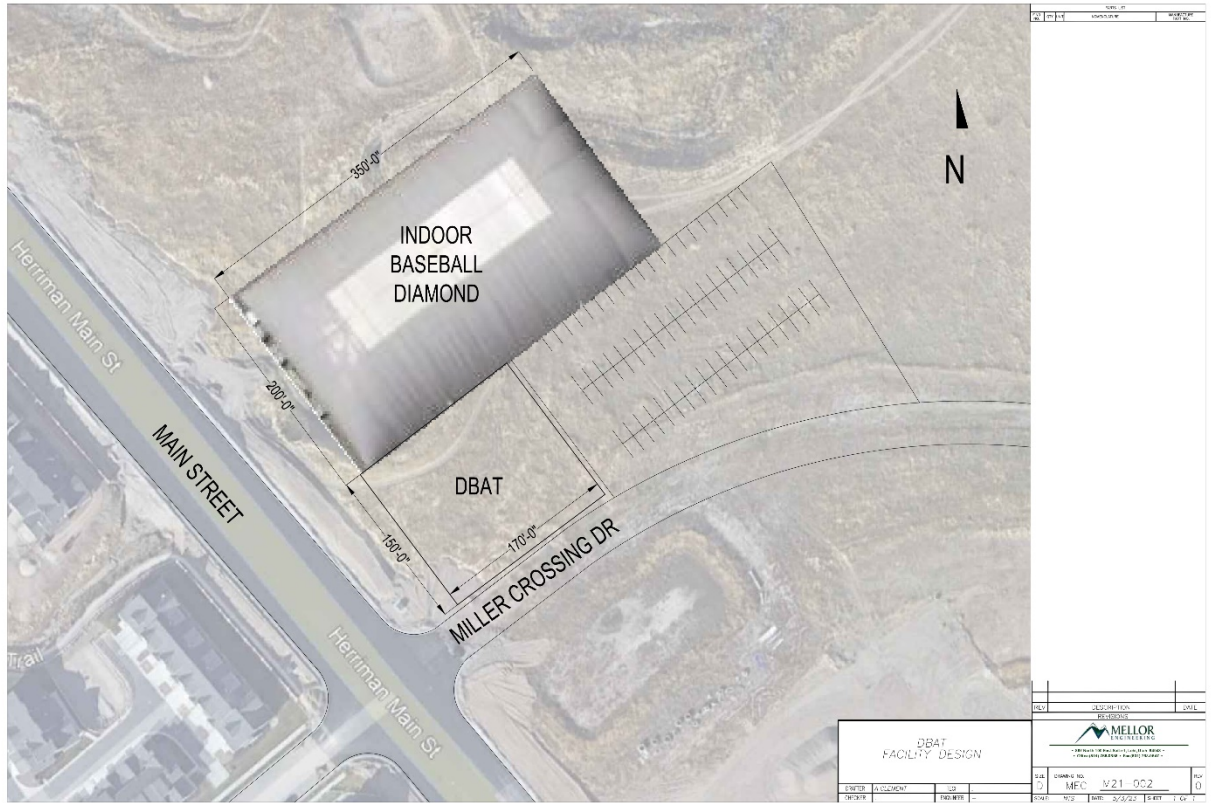


EXHIBIT C

(Quit Claim Deed)

EXHIBIT D

(Concept Plan)





STAFF REPORT

DATE: June 01, 2023

TO: The Honorable Mayor and City Council

FROM: Matt Brooks

SUBJECT: Text Amendment to Title 5 Public Safety (Animal Services)

RECOMMENDATION:

Recommending to repeal and replace the animal services regulations found in Herriman City Code Title 5, Articles A-J.

ISSUE BEFORE COUNCIL:

Does the council want to amend Title 5?

BACKGROUND/SUMMARY:

Animal services were previously contracted with Salt Lake County, and in 2019 Herriman City started its own Animal Services Division. The Animal Services Division is a unit in the Herriman City Police Department. In the division, there are currently a supervisor and two animal service officers. Title 5 is where the animal services regulations are located and enforced.

DISCUSSION:

Staff has reviewed Title 5 and determined that a comprehensive update is needed to better the process and reflect the City's and its residents' needs. For example, the current ordinance has a large section dealing with permitting animals, which is burdensome on residents and staff (e.g., instead of being out in the field, a member of animal services needs to be in the office).

Proposed changes include:

- Reduced redundancy and conflicting provisions.
- Reduced penalties (e.g., changing a class B violation to a class C).
- Removed sections of code that are crimes under Utah Code.
- Revised the nuisance section.
- Revised definitions.

ALTERNATIVES:

Option 1 – Do nothing and leave the current ordinance as it is.

Option 2 – Continue to do research on other options for a better city ordinance.

FISCAL IMPACT:

ATTACHMENTS:

Draft Changes to Animal Services in Title 5

Title 5 Public Safety

Chapter 5-1 Animal Services

Article A: Definitions

Article B: Administration And Enforcement

Article C: Permits

Article D: Pet Licensing

Article E: Rabies Control

Article F: Problems And Nuisances

Article G: Impoundment

Article H: Cruelty To Animals

Article I: Wild, Dangerous And Exotic Animals

Article J: Dog Breeders

ARTICLE A: DEFINITIONS

5-1A-1 WORDS AND PHRASES DEFINED

The following words and phrases used in the articles of this chapter shall have the following meanings, unless a different meaning clearly appears from the context:

ABANDONMENT:

- A. Placing an animal in an unsafe or dangerous environment where the animal is separated from basic needs such as food, water, shelter or necessary medical attention, for a period longer than twenty-four (24) hours, or to intentionally deposit, leave or drop off any live animal;
- B. The failure to reclaim an animal seventy-two (72) hours beyond the time agreed upon with a kennel, grooming service, veterinary hospital or animal shelter; or
- C. The failure or refusal to either reclaim a pet from an animal shelter or to sign relinquishment authorization.

ANIMAL: Birds, reptiles, amphibians, fish, and mammals other than homo sapiens.

ANIMAL AT LARGE: Any domesticated animal, whether or not licensed, not under restraint.

ANIMAL BOARDING ESTABLISHMENT: Any establishment that takes in animals for boarding for profit.

ANIMAL GROOMING PARLOR: Any commercial establishment maintained for the purpose of offering cosmetic services for animals for a fee.

ANIMAL SERVICE OFFICER: The Herriman City Animal Services Division employees, any person designated by the state of Utah as a peace officer, or any other person designated by the city as an officer who is authorized to perform the duties specified by this chapter.

ANIMAL SHELTER: Any facility owned, operated, or maintained by a governmental entity or any non-profit animal welfare organization licensed by the state of Utah or political subdivision thereof for the care and custody of seized, stray, homeless, quarantined, abandoned, unwanted animals or animals held for the purpose of protective custody; this includes any private humane society or private animal welfare organization.

BITE: An actual puncture, tear or abrasion of the skin inflicted by the teeth of an animal.

CAT: Any feline of the domesticated types.

CUSTODY: Owning, possessing, harboring or exercising control over any animal.

DANGEROUS ANIMAL: Any animal that is a hazard to the public health and safety by virtue of training, treatment or physical condition, or has a known propensity, tendency or disposition to attack, or any animal which, because of its size, predatory or vicious nature or other characteristics, would constitute an unreasonable danger to human life, health or property if not kept, maintained or confined in a safe and secure manner.

DIVISION: Any person, agency or entity designated by the city to perform the duties of the Herriman City Animal Services Division specified by this chapter.

DOG: Any *Canis familiaris* of the domesticated types.

DOMESTIC ANIMALS: Animals domesticated by man so as to live and breed in a tame condition, including but not limited to cats, dogs, ferrets, fowl, horses, cattle, swine, sheep, and goats.

Guard dog: A dog used by a commercial establishment for the purpose of deterring crime.

HUMANE TREATMENT: Ensuring the provision of appropriate food, water, human interaction and care and protecting any animal from danger, mistreatment, neglect or abuse.

KENNEL: A commercial establishment having three (3) or more dogs for the purpose of boarding, breeding, buying, grooming, letting for hire, training for a fee, or selling said dogs.

LEASH OR LEAD: Any chain, rope or device of sufficient strength used to restrain an animal, eight (8) feet in length or less.

LIVESTOCK: Animals kept, regardless of intention, including, but not limited to, fowl, rabbits, horses, mules, burros, asses, cattle, sheep, goats, llamas, swine, and other farm, hoofed domesticated animals, excluding dogs, cats and ferrets.

OWNER: Any person, partnership or corporation keeping, possessing, maintaining, having an ownership interest in, or having control or custody of an animal.

QUARANTINE: The isolation of an animal in an enclosure so that the animal cannot have physical contact with other animals or persons without recognized authority to be near or about the quarantined animal.

RESTRAINT: A leash, tether or other physical control device or enclosure that enables an owner or person to have charge, care, custody, or control of an animal.

RIDING SCHOOL OR STABLE: An establishment which offers boarding and/or riding instruction for any horse, pony, donkey, mule or burro, or which offers the use of such animals for hire.

SERVICE ANIMAL: An animal as defined in Utah Code § 62A-5b-102.

STERILIZED ANIMAL: An animal that has been surgically altered, either by the spaying of the female animal or the neutering of the male animal, so that the animal is unable to reproduce.

STRAY: Any animal at large, as defined in this section.

VICIOUS ANIMAL:

- A. Any animal which, in an aggressive, terrorizing or threatening manner, approaches any person in apparent attitude of attack;
- B. Any animal with a known propensity, tendency or disposition to attack unprovoked or to cause injury or otherwise endanger the safety of human beings or other animals; or
- C. Any animal which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal on public or private property, except in the case of an injured animal or an animal which is deliberately provoked.

ARTICLE B - ADMINISTRATION AND ENFORCEMENT

5-1B-1 ENFORCEMENT AUTHORITY

A. Animal service officers are hereby authorized and empowered to:

- 1. Enforce this chapter and to apprehend, transport and impound any animal found in violation of this chapter, including licensable animals for which no

license has been procured in accordance with this chapter or any licensed or unlicensed animals for any other violation hereof; and

2. Issue criminal citations or, in lieu of a criminal citation, issue to any person a courtesy notice, notice of violations, or an administrative citation, depending on the circumstance.

5-1B-2 POWERS AND DUTIES

A. Animal services officers are authorized to do any of the following:

1. Enforce this title and perform other responsibilities inherent thereto;
2. Supervise the animal shelter under his/her jurisdiction;
3. Keep records of all animals impounded in said shelter;
4. Keep accounts of all monies collected and received in accordance with governing law; and
5. Establish rules and regulations for the training of all persons hired as animal service officers or staff to assure professional conduct of said persons and compliance with governing law.

B. Each animal service officer shall be authorized to enforce this chapter in all respects pertaining to animal service within the city, including, but not limited to:

1. the apprehension, transport and impoundment of animals found to warrant such action;
2. the care of animals;
3. the prevention of cruelty to animals;
4. the issuance of criminal citations, courtesy notices, notices of violations; or the issuance of administrative citations; and
5. the issuance of criminal citations.

C. Animal service officers shall further carry out all lawful duties prescribed or delegated by the city, by contract, or otherwise.

5-1B-3 RIGHT OF ENTRY FOR ENFORCEMENT

In the enforcement of this chapter, each animal service officer is authorized to enter onto the surrounding property of the premises of any person to secure or take possession of any animal which is reasonably deemed by said officer to then and there, in the presence of said officer or official, be in violation of this chapter and issue criminal citations for violations of this chapter to the owner the animal.

5-1B-4 INTERFERING WITH OFFICERS PROHIBITED

- A. It is unlawful for any person to knowingly and intentionally interfere with any animal service officer in the lawful discharge of his duties as prescribed in this chapter. For the purpose of this section, interfering with animal service officers shall include, but not be limited to, failing to hand over to or release to an officer an identifiable animal which has been pursued but not captured by said officer, or knowingly and intentionally failing to comply with an abatement order lawfully issued by the city.
- B. Any person violating this section shall be guilty of a class B misdemeanor, subject to penalty as provided in Section 1-4-1 of this code.

5-1B-5 PROCEDURE FOR COURT ORDERS.

- A. Unless modified by the court, court orders pursuant to this chapter shall be obtained according to the following minimum notice and procedure:
 - 1. the Animal Service Officer shall petition the court for the desired action; and
 - 2. the petition for the action, together with supporting affidavits, shall be served on the party against whom the action is taken at least five (5) days prior to the hearing.

5-1B-6 PICKUP ORDERS

- A. The Animal Service Officer may petition the court for a “pickup order” for an animal within the premises of and/or under the control of a person who is in violation of this chapter.
- B. This section may be used for, but is not limited to, picking up of animals pursued but not captured by an animal service officer, nuisance animals, or for any other violation of this chapter.

5-1B-7 PENALTY

- A. Any person who violates any of the provision of this Title 5 Chapter 1, may be penalized through a criminal citation, suspension or revocation of a permit under this chapter, a courtesy notice, notice of violation, administrative citation, as well as other penalties allowed by law including the provisions of section 1-4-1 of this code.
- B. Any person guilty of violating any provision of this title 5, Chapter 1, shall be deemed guilty of a criminal infraction unless a more severe offense is explicitly designated.
- C. In the case of any violation of this Title 5, Chapter 1, Articles A through I that continues for more than one day, each day in which the violation continues shall be a separate offense except as prohibited by Utah Code § 10-3-703(4).
- D. Proceedings undertaken under this chapter shall not preclude the division from seeking other civil or criminal actions. This section does not prohibit the division from assisting a law enforcement agency in a criminal investigation. Nothing in this section shall be construed to prohibit prosecution under state statute or any other applicable provisions.
- E. If a person has received a fine for a violation of this chapter three (3) times in the past twelve (12) months for a violation that involves the same residence or pet, an additional violation involving that same residence or pet is a class B misdemeanor. The fine referenced herein may have been the result of either a notice of violation, an administrative citation, a criminal infraction, or any combination of the three.

ARTICLE C - PERMITS

5-1C-1 CATTERIES AND KENNELS

Each Pet Shop, Stable, and Cattery must have a current valid business license to legally operate within the City. All Kennels, Pet Shops, Stables, and Catteries must comply with all zoning, health, and safety regulations.

- A. In addition to obtaining the permit required by this article, all Kennels, Pet Shops, Stables, and Catteries within the city shall comply with all zoning requirements and shall:
 - 1. be operated in such a manner as not to constitute a nuisance;
 - 2. provide an isolation area for boarded animals which are sick or diseased, sufficiently removed so as not to endanger the health of other animals;

3. retain for a period of one year, the name, address and telephone number of the owner and license number of each dog or cat boarded;
4. retain for a period of three (3) years, the name and address of each person selling, trading or giving any animal to the kennel or cattery;
5. keep all boarded animals caged or under control of the owner or operator of the kennel or cattery;
6. care for all animals in the kennel or cattery, whether or not owned by the kennel or cattery, and comply with all the requirements of this chapter for the general care of animals;
7. comply with all applicable federal, state and local laws, and all regulations respecting kennels and catteries which are adopted by the city and in effect from time to time; and
8. supply the purchaser, residing in the licensing authority of this article, of any dog, cat or ferret with an application for animal license, the form of which is prescribed by the city.

B. Failure to comply with the provisions of this section may result in the suspension or revocation of a permit, in addition to other relevant penalties allowed by law and as set forth in this Chapter.

5-1C-2 ANIMAL EXHIBITIONS

- A. It shall be unlawful for any person to own, operate, sponsor or conduct an animal exhibition within the city without first obtaining a mass gathering and, if required, a temporary business license permit issued by city.
- B. No animal exhibition shall occur within the city in which any animal is exhibited, paraded or allowed to participate in a contest:
 1. under conditions which cause physical injury to such animal;
 2. under conditions that place spectators at risk of being harmed; or
 3. unless the operator of the exhibition complies with all applicable federal, state and local laws and regulations, and standards adopted by reputable, nationally recognized associations organized for the operation of such exhibitions and acceptable to the city.

ARTICLE D - PET LICENSING

5-1D-1 LICENSE REQUIRED

- A. All dogs, cats, and ferrets must be licensed to a person eighteen (18) years old or older, who has a residence or property within the city.
- B. Any person owning, possessing or harboring any dog, cat, or ferret within the city shall obtain a license for such animal within thirty (30) days after the animal reaches the age of four (4) months, or, in the case of a dog, cat, or ferret over four (4) months of age, within thirty (30) days of the acquisition of ownership or possession of the animal by said person.
- C. A license for any animal shall be issued for a period not to exceed one year from the date of purchase.

5-1D-2 APPLICATION FOR LICENSE

- A. License applications must be submitted to the division, utilizing a standard form that requests the following information:
 - 1. name, address and telephone number of the applicant;
 - 2. breed, sex, color and age of the animal;
 - 3. previous license information;
 - 4. current rabies and sterilization information; and
 - 5. the number, location or other information applicable to a tattoo or implanted microchip of the animal.

5-1D-3 SENIOR CITIZEN FEE FOR LICENSE

- A. A person sixty five (65) years of age or older on the date of license application may, upon proof of that person's age, obtain a senior citizen dog, cat, or ferret license for an animal for an annual fee as set forth in the current fee schedule.
- B. A person sixty five (65) years of age or older may obtain a senior citizen dog, cat, or ferret license for the life of the animal for a onetime fee as set forth in the current fee schedule, but such person shall nevertheless obtain a yearly license tag, as needed, without fee thereafter.

5-1D-4 TERM AND RENEWAL

- A. The license shall be issued for one year. The license shall be effective from the date of purchase.
- B. Renewals must be obtained prior to the expiration of the immediately preceding license. Applications for renewals made after the expiration of the immediately preceding license must be accompanied by a late fee in accordance with the current fee schedule.
- C. It is a requirement to show proof of current rabies vaccination when getting a license.

5-1D-5 TAG REQUIREMENTS

- A. Upon payment of the license fee, the division shall issue to the owner a receipt and a tag for each pet licensed. The tag shall have stamped thereon the license number that corresponds with the tag number on the receipt. The owner shall attach the tag to the collar or harness of the animal.
- B. Tags are not transferable from one animal to another or from one owner to another. No refunds shall be made on any dog, cat, or ferret license fee for any reason whatsoever. Replacement for lost or destroyed tags shall be allowed upon payment to the division of the replacement tag fee set forth in the current fee schedule.
- C. It is a violation of this chapter for any person to remove or cause the removal of the collar, harness or tag from any licensed dog, cat, or ferret without the consent of the owner or keeper thereof, except for a licensed veterinarian or animal service officer who removes such for medical or other reasons.
- D. Owners may have an identifying microchip implanted in their animals.
- E. It is the responsibility of any vendor of microchips to provide information to the division as to the identification of the owner of an animal that has been microchipped by said vendor.
- F. An owner of a licensed animal may at their discretion, remove the collar from their animal on their property, so as not to create a safety hazard for the licensed animal. If the licensed animal is to be removed from the owners property, the animal shall wear the required collar with appropriate tags for licensing.

5-1D-6 EXEMPTIONS

- A. Licensing Requirements of this article shall not apply in the following circumstances:

1. The dog, cat, or ferret is properly licensed in another jurisdiction and the owner thereof is within the city temporarily, for a period not to exceed thirty (30) consecutive days. If the owner shall be within the city temporarily, but for a period longer than thirty (30) consecutive days, he may transfer the dog, cat, or ferret to the local license required by this chapter by payment of the fee set forth in the current fee schedule, and upon presentment of proof of a current rabies vaccination for the animal; or
 2. Individual dogs, cats, or ferrets housed within a properly permitted facility or other such establishment when such animals are held for resale for a period not to exceed twelve (12) months.
- B. The fee provisions of sections 5-1D-1 through 5-1D-5, and section 5-1D-10 of this article shall not apply to:
1. seeing eye dogs trained and certified to assist blind persons, if such dogs are actually used by blind persons to assist them in moving from place to place;
 2. hearing dogs trained and certified to assist deaf persons to aid them in responding to sounds and in use for that purpose;
 3. assistance dogs trained and certified to assist persons with a physical disability and in use for that purpose; or
 4. dogs trained to assist officials of government agencies in the performance of their duties and which are owned by such agencies.
- C. Nothing in this section shall be construed so as to exempt any dog, cat or ferret located within the city from having a current rabies vaccination.

5-1D-7 LICENSE VENDORS

The division may contract with veterinary hospitals, veterinarians, pet shops, animal grooming parlors, and similar institutions or individuals for the issuance of license application forms.

5-1D-8 NUMBER OF DOGS, CATS AND FERRETS PER RESIDENCE OR PROPERTY

- A. No person or persons at any one residence or property within the city shall at any one time own, harbor or license more than three (3) adult dogs, three (3) cats or two (2) ferrets, and no more than four (4) total dogs, cats, or ferrets in any combination, except as otherwise provided in this section and in article C of this chapter.

Type of Animal	Number permitted per residence/property	Additional animal(s) permitted
Dogs	3	1
Cats	3	1
Ferrets	2	2

5-1D-9 FAILURE TO OBTAIN A LICENSE; PENALTIES

A person who fails to obtain a license for an animal within the requisite time periods specified in this chapter may receive a courtesy notice designating a period of time within which the person must remedy the violation, a notice of violation, or an administrative citation in addition. If the violation persists.

5-1D-10 REVOCATION OF LICENSE

- A. If the owner of any dog, cat, or ferret is found to be in violation of this chapter on three (3) or more different occasions, within a twelve (12) month period, the Animal Service Officer may, seek a court order pursuant to section 5-1B-6 of this chapter that:
 1. revokes, for a period of one year any and all licenses such person may possess; and
 2. allows the division to pick up and impound any animal kept by the person under such order.
- B. Any animal impounded pursuant to such an order shall be dealt with in accordance with the provisions of this chapter for impounded animals, except that the person under the order of revocation shall not be allowed to redeem such animal, unless successfully making reapplication of the license with the division.
- C. Persons seeking reapplication of said license must comply with conditions as set forth by the coordinator that may include, but not limited to, sterilization of the animal, enclosure requirements and confinement conditions.

ARTICLE E - RABIES CONTROL

5-1E-1 DOG, CAT, AND FERRET RABIES VACCINATION REQUIREMENTS

- A. The owner or person having charge, care, custody and control of a dog, cat, or ferret, four (4) months of age or older shall have such animal vaccinated against rabies and shall thereafter ensure that said animal is revaccinated as often as is required to maintain the animal in a current rabies vaccination status. Any person permitting any animal to habitually be on or remain, or be lodged or fed within such person's house, yard or premises shall be responsible for the vaccinations of the animal. Unvaccinated dogs,

cats, or ferrets, over four (4) months of age acquired by the owner or moved into the jurisdiction must be vaccinated within thirty (30) days of acquisition or arrival. Every dog, cat and ferret shall have a current rabies vaccination with a rabies vaccine approved by the current compendium of animal rabies control.

- B. Veterinarians, cattery and kennel operators shall be responsible for determining that dogs, cats, or ferrets are currently vaccinated for rabies prior to accepting the animal, from their owners or caretakers, for temporary housing on their premises.
- C. The provisions of this section shall not apply to a veterinarian providing emergency medical care to a sick or injured animal.
- D. If an animal is not vaccinated within the required time periods, the animal may be impounded.

5-1E-2 VALIDITY OF RABIES VACCINATION

- A. Animals that have had a valid vaccination for rabies will not be considered to have a current vaccine until ten (10) days following the first vaccination and will be considered unvaccinated the day following the expiration of the last documented valid vaccination.
- B. For the purpose of management of bite cases, an owner may, within the six (6) months of expiration of the last vaccine, submit proof of protection against rabies. Such proof shall be in the form of a written statement from a veterinarian based upon a blood titer paid for by the owner, drawn after the bite and prior to, or within ten (10) days of, any revaccination.

5-1E-3 IMPOUNDMENT OF ANIMALS WITHOUT VALID VACCINATION TAGS

- A. Any vaccinated animal impounded because of a lack of a rabies vaccination tag may be reclaimed by its owner upon the owner furnishing a valid rabies certificate, including the animal's description and payment of all fees attributable to said animal's apprehension and impoundment accrued up to the date of release.
- B. Any unvaccinated animal may be reclaimed by its owner prior to disposal of said animal under the procedures set forth in section 5-1G-4 of this chapter by payment of all fees attributable to said animal's apprehension and impoundment and by the owner posting a rabies deposit as specified in the current fee schedule. Said deposit may be recovered by owner upon showing proof of rabies vaccination within seventy-two (72) hours of release.
- C. Any animal not reclaimed prior to the period specified in section 5-1G-5 of this chapter shall be disposed of pursuant to that section.

5-1E-4 RABID ANIMAL REPORTS

- A. Any person having knowledge of the presence or whereabouts of an animal known to have been exposed to or reasonably suspected of having rabies and any person having knowledge of an animal or person bitten by animal shall report such knowledge and all pertinent information available to the division and the health department. Any person having custody of such animal shall confine the animal pending direction from the division or the health department.
- B. It shall be unlawful for any person having knowledge of the presence or whereabouts of an animal known to have been exposed to, or reasonably suspected of having, rabies or of an animal or person bitten by such an animal to harbor, protect or otherwise interfere with the apprehension or identification of said animal or persons by willfully withholding such knowledge from an animal service officer or any other officer of the city, the division, the health department or the state department of health.
- C. It shall be a violation of this title for an owner, or other person having the care, custody and control of an animal known, suspected or deemed to have been exposed to rabies as set forth in this section to fail to surrender said animal immediately upon demand by any animal service officer or officer of the city, the division, the health department or the state department of health.
- D. A person who fails to make a report as required by this section is guilty of a class C misdemeanor. A person who withholds knowledge in violation of this section is also guilty of a class C misdemeanor.

5-1E-5 ANIMALS THAT BITE HUMANS OR OTHER ANIMALS

- A. An apparently healthy dog, cat, or ferret that bites a person shall be quarantined and the following provisions shall apply:
 - 1. the animal shall be observed for a period of not less than ten (10) days by the division and/or the health department, and the owner of the animal shall be responsible for the cost of such quarantine;
 - 2. the normal place for such quarantine shall be the division's shelter; however, other arrangements suitable to the division may be made for the period of observation specified herein upon the condition that the biting animal had a current rabies vaccination at the time the bite was inflicted;

ARTICLE F - PROBLEMS AND NUISANCES

5-1F-1 NUISANCE ANIMALS PROHIBITED.

Any owner or person having charge, care, custody or control of an animal or animals causing a “nuisance,” as defined in this article, shall be guilty of allowing a nuisance in violation of this chapter and subject to the penalties provided herein.

5-1F-2 INCLUDED NUISANCES SPECIFIED

A. An animal causing a nuisance includes, but is not limited to, any animal that:

1. is repeatedly found at large, or enters the property of another person;
2. damages the property of anyone other than its owner;
3. repeatedly molests or intimidates neighbors, pedestrians, cyclists or passersby by lunging at fences, chasing or acting aggressively towards such person, unless provoked by such person, or acts in such a way to cause unreasonable annoyance, disturbance or discomfort;
4. chases vehicles;
5. makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining or other noise which causes unreasonable annoyance, disturbance or discomfort to neighbors or others; and two or more parties unrelated and living at a different residence make a complaint.
6. except for the legitimate pursuit of agriculture, causes fouling of the air by odors and thereby creates unreasonable annoyance or discomfort to neighbors or others;
7. causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored;
8. defecates on any public sidewalk, park or building, or on any private property without the consent of the owner of such private property, unless the handler of such animal shall have in his possession the instruments to clean up after his animal and shall remove the animal’s feces to a proper trash receptacle;
9. is offensive or dangerous to the public health, safety or welfare by virtue of the number and/or types of animals kept or harbored;

10. attacks people or other animals, whether such attack results in actual physical harm to the person or animal to whom or at which the attack is directed or not;
 11. has been found by a court or by any other commission or board lawfully established under state law, to be a public nuisance under any other provision of state law;
 12. cannot be restrained by normal restraints, such as standard leashes, standard chains or muzzles; or
 13. cannot be effectively controlled by its owner or handler.
- B. The fact, or evidence of the fact, that the factors alleged to have caused the animal to be a nuisance are inherent and/or natural behavior for such animal, or the action of the owner or animal are otherwise legal, shall not negate or excuse a charge of nuisance.
- C. A person in violation of this section is guilty of a Class C Misdemeanor, unless the animal attacks a person or other animal, then the violation is a Class B Misdemeanor. A person in violation of this section may also receive a courtesy notice, a notice of violation, or an administrative citation, in addition to any other penalties permitted by law.

5-1F-3 DANGEROUS OR VICIOUS ANIMALS

- A. It is unlawful for the owner of any dangerous or vicious animal to permit such animal to go or be off the premises of the owner unless such animal is under restraint and properly muzzled so as to prevent it from injuring any person or property.
- B. Every animal so vicious and dangerous that it is not or cannot be effectively controlled by its owner or person having charge, care, custody or control of such animal through the use of reasonable restraints, is a hazard to public safety, and the division may seek a court order for destruction, muzzling or appropriate housing and confinement of the animal.
- C. A person in violation of this section is guilty of a Class B Misdemeanor. A person in violation of this section may also receive a courtesy notice, a notice of violation, or an administrative citation, in addition to any other penalties permitted by law.

5-1F-4 ANIMAL BITES; REPORTING REQUIREMENTS

- A. Persons having knowledge that an animal has bitten another animal or a human shall report the fact to the division within twenty-four (24) hours of the bite, regardless of whether the biting animal is of a species subject to rabies.

- B. Violation. Any person not conforming with the reporting requirements of this section shall be guilty of a class B misdemeanor.

5-1F-5 CONTROL AND FENCING OF LIVESTOCK.

- A. It is unlawful for any person owning or harboring an animal of a class of livestock to allow, either negligently or with specific intent, the livestock to run at large in an area where such is not permitted by law or to otherwise permit the livestock to be herded, pastured or to go upon the land of another.
- B. Adequate fencing shall be erected and maintained to prevent the livestock's escape, as specified in subsection C of this section.
- C. All fencing of property where a class of livestock is kept shall be of sufficient construction to prevent the escape of or injury to the livestock being confined within the fencing. The fencing shall be maintained so that no part of such fence, absent extraordinary circumstances, may be broken, damaged or in any way create the possibility of injury to the confined livestock or to allow the escape thereof.
- D. Construction, maintenance and repair of fencing shall be the responsibility of the property owner and will be constructed in a manner which is appropriate to the containment of all types of livestock confined therein.

5-1F-6 HARBORING STRAY ANIMALS; UNLAWFUL CONFINEMENT OR CONCEALMENT.

- A. Harboring Unlawful; Exception. It shall be unlawful for any person, except animal establishments operated by state or local governments, to harbor or keep any lost or stray animal. Whenever a lost or stray animal is retained or harbored by an animal welfare society, it shall be the duty of such animal welfare society to notify the division within twenty-four (24) hours and the division shall impound the animal as provided herein.
- B. Notice of Lost or Stray Animal. Whenever any animal shall be found which appears to be lost or strayed, it shall be the duty of the finder to notify the division within twenty-four (24) hours, and the division shall impound the animal as provided herein.

5-1F-7 ANIMALS RUNNING AT LARGE

- A. It shall be unlawful for any owner, handler or any person harboring any animal to allow such animal at any time to run at large. The owner, handler or person harboring an animal found running at large shall be strictly liable for violations of this section regardless of precautions taken to prevent the escape of the animal regardless of

whether or not he knows the animal is running at large. The owner, handler or person harboring any animal shall be liable in damages for injuries committed by such animal.

5-1F-8 STAKING ANIMALS IMPROPERLY

- A. It is unlawful for any person to chain, stake out or tether any animal on any unenclosed premises in such a manner that the animal may go beyond the property line unless such person has permission of the owner of the affected property. The animal must also have access to food, water, and shelter.

5-1F-9 FEMALE PETS IN HEAT.

- A. Any owner or person having charge, care, custody or control of any female pet in heat shall, in addition to restraining such pet from running at large, cause such pet to be constantly confined in a building or other structure so as to prevent it from attracting by scent or coming into contact with other animals and creating a nuisance. This shall not include livestock that typically roam free on a larger enclosed property.

ARTICLE G - IMPOUNDMENT

5-1G-1 ANIMAL SHELTER AND FACILITIES

- A. Provided by City or Contract. The city shall be responsible, within its legislative discretion, to provide (by contract or otherwise) suitable premises and facilities to be used as an animal shelter where impounded animals can be kept. The city shall arrange for the purchase and supply of food and for the care of impounded animals.
- B. Destruction of Animals. The city shall provide for the destruction of dogs, cats, ferrets, and other animals for which destruction is authorized by this chapter or by state law. Destruction shall be accomplished in accordance with standards established by the American Veterinary Medical Association, in accordance with any other nationally recognized standards established for the proper destruction of animals, or by any method which, in the discretion of the coordinator or his designee, is proper under the then existing circumstances.
- C. Medical Treatment. The city may furnish, when deemed necessary at the discretion of the division or designee, medical treatment to animals impounded pursuant to this chapter. Prior consent for such treatment from the owners of such animals shall not be required.
- D. Owner Liable for Costs. The owner of any affected animals shall be required to pay the cost of the impound and any care and keeping, medical treatment, euthanasia, and disposal provided or performed under the authority of this chapter with respect to such animal.

5-1G-2 IMPOUNDMENT AUTHORIZED.

- A. An animal service officer may impound or leave an animal in the custody of its owner or handler, according to said officer's discretion, whenever such animal is found to be in circumstances which violate the requirements of this chapter. If left in the custody of the owner or handler, said owner or handler shall nevertheless be required to respond to a citation if issued by the animal service officer.
- B. An animal service officer may impound an animal without the filing of a criminal complaint or obtaining a prior order from a court of competent jurisdiction in the following circumstances:
 - 1. the animal is running at large outside its owner's or handler's premises;
 - 2. the animal is required by this chapter to be licensed and is not licensed; an animal not wearing a license tag shall be presumed to be unlicensed for the purpose of this subsection;
 - 3. the animal is sick or injured, and its owner cannot be immediately located;
 - 4. the animal's owner or handler requests the division to impound the animal and pays, in advance, a fee reasonably calculated to pay for the cost the division will reasonably incur during impoundment and possible destruction of the animal;
 - 5. the animal is abandoned;
 - 6. the animal is not vaccinated for rabies in accordance with this chapter. For the purpose of this subsection, an animal not wearing a rabies tag shall be presumed to be unvaccinated;
 - 7. the animal is known by the animal service officer to have been exposed to rabies or bitten by a rabid animal;
 - 8. the animal is to be otherwise held for quarantine;
 - 9. the animal is a vicious animal and not properly confined or restrained as required by section 5-1F-3 of this chapter;
 - 10. the animal is not being kept or maintained as required by any other provision of this chapter, and as a result thereof, the animal poses an imminent threat to the health and safety of persons, other animals, or itself;
 - 11. the animal is in physical distress; or

12. the animal is considered a nuisance or is a public nuisance animal.

- C. The circumstances set forth in subsection B of this section are not intended to be a complete list of those in which the city, the division and/or an animal service officer may impound an animal without a prior order from a court of competent jurisdiction; and said officers are authorized to act as necessary to maintain the peace and safety of the city under the requirements of this chapter and all other applicable law.

5-1G-3 REDEMPTION OF ANIMALS; RESTRICTIONS

- A. Fees to be Paid. The owner of any impounded animal or his authorized representative (a legally responsible adult of age 18 or more) may redeem such animal before disposition, provided he pays:

1. the impound fee;
2. the daily board charge;
3. veterinary costs incurred during the impound period, including rabies vaccination or rabies vaccination deposit;
4. the license fee, if required;
5. the transportation fee, if transportation of an impounded animal by specialized equipment is required. "Specialized equipment" is that equipment, other than the usual patrol and operation vehicles of animal service, that is designed for specific purposes, such as, but not limited to, livestock trailers and carcass trailers; the coordinator shall determine this fee at a level that approximates the cost of utilizing the specialized equipment in the particular situation;
6. any other expenses incurred to impound an animal in accordance with state or local laws;
7. any unpaid (past due) fees and fines incurred by the owner;
8. if any dog or cat is fertile, the sterilization deposit and any other fees necessary for compliance with any other requirements of state law. For the purposes of this subsection, the term "recipient" contained in the state statute shall include an owner or his authorized representative who is redeeming his animal after impound; and
9. if an animal is impounded, the cost of microchip identification.

- B. Third Impoundment; Sterilization Required. Upon the third impoundment and prior to the release of said animal, said animal shall be sterilized. Payment of all fees shall be required and sterilization completed prior to release.
- C. Fees Set; Revision. The city council shall set, and periodically revise when necessary, impound fees and daily board charges for the impounding of animals. Such fees shall be as stated on the current fee schedule. Such fees may take into account the type of animal impounded, the owner's compliance with animal licensure requirements, the number of confinements in the preceding twenty-four (24) months, and the duration of the confinement. No impound fees will be charged the reporting owners of suspected rabid animals if they comply with article E of this chapter.

5-1G-4 TERM OF IMPOUNDMENT; DISPOSITION OF ANIMALS

- A. Number of Days. If an animal is not wearing a license tag or other identification, and is therefore an unidentified or unclaimed animal, shall be impounded for a minimum of five (5) working days before further disposition. If an animal is wearing a license, tag, or other identification, the animal shall be returned to the animal's owner upon, proof of ownership, and compliance with all applicable fees owed to the division for impoundment.
- B. Notice to Owner. During the impound period, reasonable efforts shall be made to notify the owner of any animal wearing a license or other identification.
 - 1. Notice shall be deemed given when sent to the last known address of the listed owner.
 - 2. In the event an owner is notified of the impoundment of his animal and fails to either redeem or formally release said animal to the agency, the owner shall be responsible for payment of all impoundment fees and/or charges.
- C. Voluntary Relinquishment. Any animal voluntarily relinquished to the division by the owner thereof for destruction or other disposition need not be kept for the minimum holding period.
- D. Destruction or Disposal. The following animals may be destroyed or disposed of as the division shall direct:
 - 1. all animals, except those quarantined or confined by court order, which are held longer than the minimum impound period;
 - 2. stray livestock or farm animals subject to state law requirements, which are held longer than the minimum impound period; and
 - 3. all animals voluntarily relinquished to the impound facility.

- E. Animals May Be Sold; Conditions. Any healthy domestic animal, excluding livestock, may be sold or adopted by anyone meeting the requirements of the division for a price to be determined by the division, to include appropriate registration, rabies vaccination, microchip and sterilization fees.
- F. Immediate Destruction. When, in the judgment of the division, it is determined that an animal should be destroyed for humane reasons or to protect the public from imminent danger to persons or property, such animal may be destroyed without regard to any time limitations otherwise established in this article, and without court order.
- G. Owner Request Destruction. The division may destroy an animal upon the request of an owner without transporting the animal to an animal shelter. An appropriate fee shall be charged the owner for the destruction and any subsequent disposal of the carcass destroyed by the division.

5-1G-5 STERILIZATION OF ADOPTED AND IMPOUNDED ANIMALS

- A. Required. A dog, cat, ferret or rabbit adopted from the division's shelter shall be sterilized.
- B. Conditional Adoption. The division may allow the conditional adoption of an unsterilized dog, cat, ferret or rabbit because of the age of the animal or as otherwise deemed necessary by the division. Said conditional adoption shall become final upon proof to the division that the animal has been sterilized. Failure to sterilize results in forfeiture of the animal to the division.
- C. Reclaimed Dogs and Cats. A dog or cat owner reclaiming an impounded pet shall comply with any applicable requirements established by Utah law and implemented by the division to conform with said law.

ARTICLE H - CRUELTY TO ANIMALS

5-1H-1 CARE AND MAINTENANCE RESPONSIBILITY

- A. It shall be unlawful for an owner or handler of an animal to withhold adequate food, drink, care, veterinary care, grooming, adequate space and shelter from said animal, which is reasonably necessary to maintain said animal in good health, comfort and safe from potential hazards or violation of 76-9-301 of the Utah State Code.
- B. To ensure the availability of adequate space for large animals, notwithstanding anything in this code to the contrary, it shall be unlawful to keep any horse, mule, burro, ass or cattle on a lot or other parcel of ground that is not over one-half (1/2) acre in size.

5-1H-2 KEEPING DISEASED OR PAINFULLY CRIPPLED ANIMALS

- A. It is unlawful for any person to abandon or turn out at large any sick, diseased or disabled animal.
- B. It is unlawful for the owner or handler of an animal rendered worthless to said owner or handler by reason of disease or disability, to allow said animal to continue to live in a diseased or disabled state. Said owner or handler shall dispose of such animal by killing the same in a humane manner, or by contacting the division. Upon such contact, the division may assume responsibility for disposition of the animal, not including livestock, provided that the owner or handler shall pay a fee, in advance, to the division to pay for division's cost in disposing of the animal. If the owner or handler fails to pay such fee and fails to dispose of the diseased or disabled animal as required above, such person shall be in violation of this section.
- C. Any person in violation of this section is guilty of a class C misdemeanor.

5-1H-3 ANIMALS IN VEHICLES

- A. It is unlawful for any person to carry or confine any animal in or upon any vehicle in a cruel or inhumane manner, including, but not limited to, carrying or confining such animal without adequate ventilation or for an unusual length of time. Persons transporting an animal in the open bed of a vehicle must physically restrain the animal in such a manner as to prevent the animal from jumping or falling out of the vehicle.
- B. A person in violation of this section is guilty of a Class B Misdemeanor.

5-1H-4 PHYSICAL ABUSE OF ANIMALS

- A. It is unlawful for any person to kill without legal justification, maim, disfigure, torture, beat, whip, mutilate, burn or scald, overwork, cause to fight, or in any manner treat any animal in a cruel or malicious manner. Each instance of such treatment shall constitute a separate offense.
- B. A person in violation of this section is guilty of a class B misdemeanor.

5-1H-5 INJURY TO ANIMALS BY MOTORISTS; DUTY TO STOP AND ASSIST.

- A. The operator of a motor vehicle or other self-propelled vehicle being operated upon the streets of the city shall, in the event said vehicle should strike and injure or kill any domesticated animal or livestock, give reasonable aid and assistance and/or protection to said animal, without placing himself at unreasonable risk, and call and report the facts pertaining to the incident to either of the following authorities:

1. the Herriman City Police Department;

2. the animal service officer; or
3. the division.

5-1H-6 POISONING ANIMALS

- A. Except as provided in this section, it is unlawful for any person by any means to knowingly or recklessly make accessible to any animal, any substance which has in any manner been treated or prepared with any harmful or poisonous substance. This provision shall not be interpreted so as to prohibit the use of poisonous substances for the control of vermin in furtherance of the public health, when applied in such a manner as to reasonably prohibit access to other animals.
- B. A person in violation of this section is guilty of a class C misdemeanor.

5-1H-7 PROHIBIT DISPLAY OF ANIMALS FOR SALE OR GIFT

- A. It is unlawful for anyone except licensed businesses, humane societies recognized by the state and government animal shelters, to offer or display any pet for sale or gift in any public place or facility frequented by the public.

5-1H-8 DEAD ANIMALS

- A. It shall be unlawful for any person knowingly to permit any dead animal to remain upon the premises of such person, or for the owner of any dead animal knowingly to permit the same to remain upon any public property or upon any premises within the city.

ARTICLE I - WILD, DANGEROUS AND EXOTIC ANIMALS

5-1I-1 PROHIBITIONS RELATING TO WILD, DANGEROUS AND EXOTIC ANIMALS; EXCEPTIONS

- A. It is unlawful for any person to sell, offer for sale, barter, give away, keep, own, harbor or purchase any wild, dangerous or exotic animal, or which is otherwise a “vicious animal” or a “nuisance”, as defined in this chapter.
- B. The prohibitions of subsection A of this section shall not apply to a person, animal shelter, zoological park, veterinary hospital, Internal Revenue Code section 501(c)(3) animal welfare shelter, public laboratory, circus, sideshow, amusement show, or facility for education or scientific research if such organizations or individuals are otherwise licensed or permitted pursuant to a permit as provided in this chapter provided that said animals are restrained or confined in such a manner as to prevent their escape and/or injury to the public.
- C. A person in violation of this section is guilty of a class B misdemeanor. Any person who violates this section may also receive a courtesy notice designating a period of time within which the person must remedy the violation, a notice of violation, or administrative citation. If the violation persists, the coordinator may petition the court for a removal order in addition to other penalties permitted by law.



STAFF REPORT

DATE: May 31, 2023

TO: City Council

FROM: Nathan Cherpeski

SUBJECT: Flooding issues for certain homes in the Lake Ridge and Lookout Ridge developments

RECOMMENDATION:

Staff, while sympathetic to the issue for these homeowners, recommends not participating financially and requiring the drainage to be addressed in the drainage easements as provided in the original plats. Alternatively, if Council allows the construction of drainage facilities on City property the City should require a maintenance agreement from the property owners so the other taxpayers in the city are protected.

ISSUE BEFORE COUNCIL:

Should the City participate financially with this drainage issue? Second, should the City permit work and a permanent facility to be located on City property?

BACKGROUND/SUMMARY:

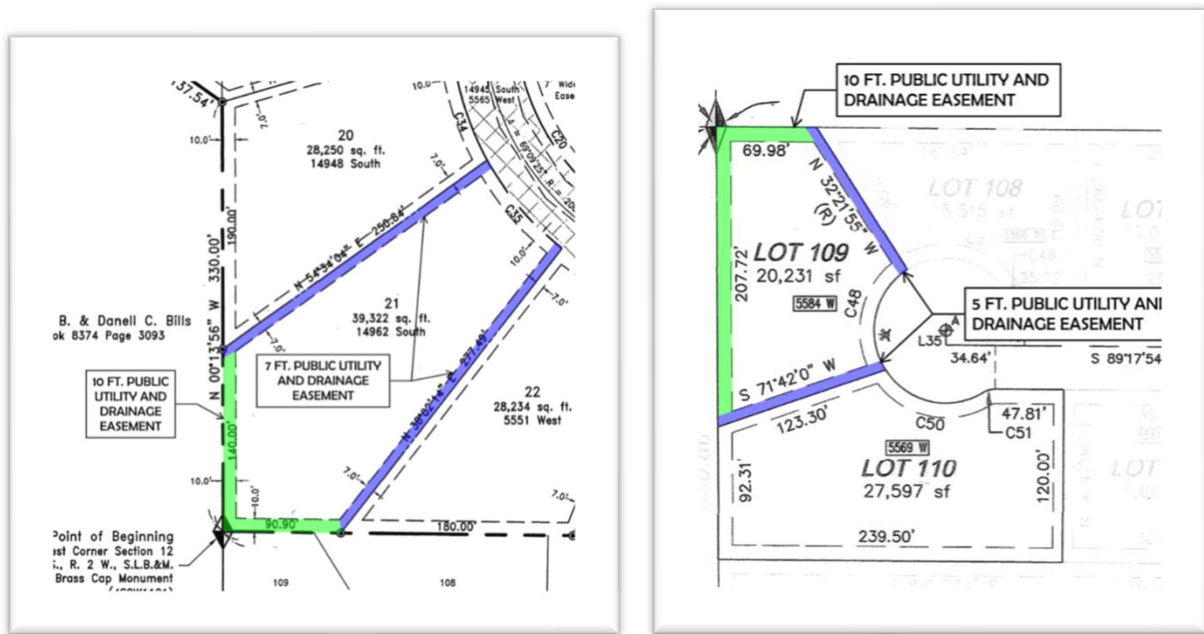
When both the Lookout Ridge Subdivision and the Lake Ridge subdivision were platted, the developer included extra wide drainage easements on the lots to handle the historic flows from the mountainside. As development occurred, it appears that landscaping didn't always account for the drainage needs. Additionally, structures and hardscape were built into the drainage easements and into City property as an encroachment.

This past winter saw flooding into the two houses most impacted. A memo (attached) was prepared by engineering staff in response to requests from these residents. The homeowners have sought help from a contractor and have a proposal to build a facility on the City's property (outside of the easement). They have asked for consideration for the City to participate financially and to allow the encroachment for drainage purposes.

DISCUSSION:

While staff are sympathetic to the plight of these property owners, these parcels were platted to allow the water movement through the easements to the street. While this places a burden on those property owners, it was the way the developer addressed drainage and was accepted by the City. It isn't clear if we could have required a different solution from the one the developer proposed.

The property owners are requesting that the City participate in the \$32,786 solution and allow it to be constructed on City property



ALTERNATIVES:

The City Council may choose the following:

Financial Participation

1. Agree to assist financially and direct staff on the amount.
2. Decline to participate.

Encroachment

1. Authorize an encroachment and require indemnification and a maintenance agreement.
2. Decline and require the work to be done within the easement as provided in the plats.

FISCAL IMPACT:

While the number may not be large compared to other public projects, authorizing a financial participation could open the City up to other claims as this approach to the drainage was widespread.

ATTACHMENTS:

Engineering Memo



Memo

To: Herriman City Mayor and City Council
From: Blake Thomas, P.E.
Date: March 22, 2023
Re: Lake Ridge Lot 21 Flooding Email Follow-Up

This memo is being prepared in response to an email received from Chad Sollis on Sunday, March 19, 2023 regarding localized flooding at 14962 South Lake Ridge Circle (Lake Ridge Lot 21). The email is attached to this memo for reference.

The email from Mr. Sollis explains how the runoff from the undeveloped hillside has resulted in impacts to his private property and to his neighbor, located at 5584 West Bugle Ridge Court (Lookout Ridge Ph. 1 Lot 109). A map of the area is provided in Figure 1.

The email also included hyperlinks to photos and videos showing the impacts from the runoff. Mr. Sollis requests, in his email, that the city help create a solution to the problem and cover the costs of the flood damage for the 2 residences. In the email it is stated that Mr. Sollis is willing to grant an easement across the east or west side of his yard for a culvert to be installed.

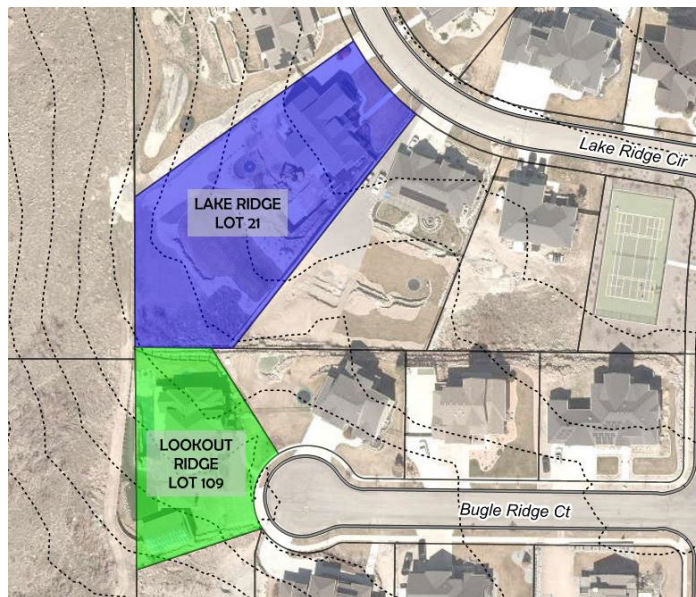


Figure 1. Map of Area

Engineering staff has reviewed the email and supporting information provided by Mr. Sollis. Additionally, the subdivision improvement plans and plats were reviewed. From the review it is apparent that the design engineer anticipated offsite flows from the hillside to be conveyed along the lot lines in a drainage easement. The anticipated flow paths along the lot lines generally follow the natural grade of the hillside, which is from the southwest toward the northeast. The drainage easements provided for each lot are depicted in Figures 2 and 3 of this memo, where the easements highlighted in green are 10 feet wide and the easements highlighted in blue are 7 feet and 5 feet wide for Lake Ridge and Lookout Ridge, respectively. The final recorded plats for each subdivision are included with this memo for reference.

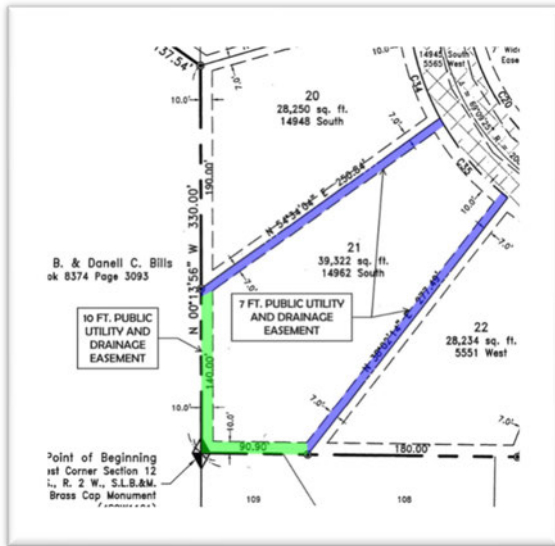


Figure 3. Lake Ridge Lot 21 Plat

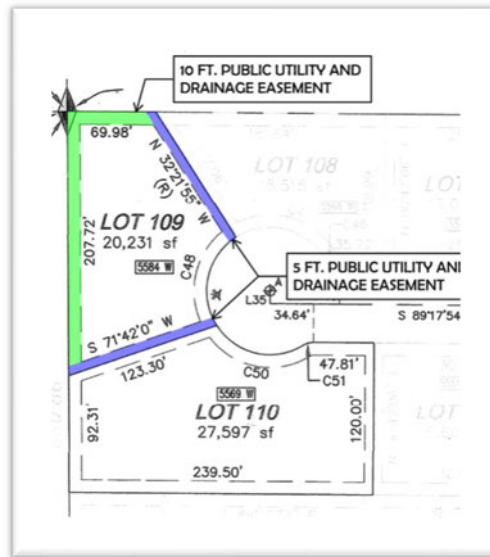


Figure 2. Lookout Ridge Lot 109 Plat

Due to the existence of drainage easements on the properties, it is the finding of the engineering department that it is the obligation and responsibility of individual lot owners to convey historic offsite flows through their property along the drainage easements that were established on the subdivision plat. This can be done by the use of drainage swales or underground pipes. Installation of pipes could be difficult whereas there is not an underground pipe within Lake Ridge Circle, which is a private roadway, to which a pipe could connect. Because of this, the use of drainage swales to convey off-site flows is the most economical and efficient way to manage runoff.

It is recommended that if the property owner feels that Herriman City is liable for costs associated with flooding damage they should file a claim Travis Dunn, Herriman City Human Resources Manager. Claims can be submitted via email at tdunn@herriman.org.

Blake Thomas

From: Chad Sollis [REDACTED]
Sent: Sunday, March 19, 2023 9:37 AM
To: Sherrie Ohrn; Blake Thomas
Cc: Richard Ajer
Subject: Need help urgently

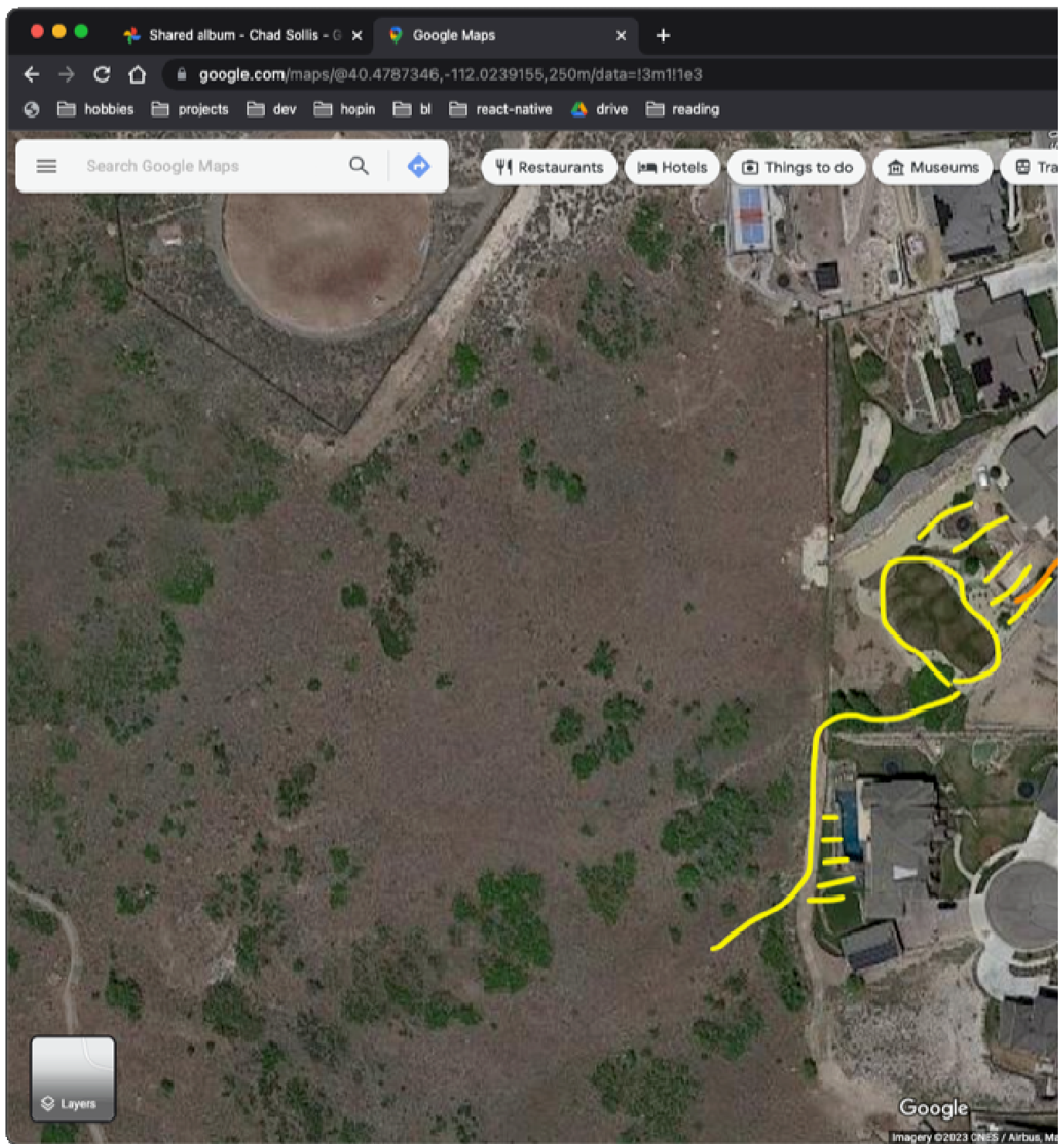
Importance: High

Brett and Sherrie,

Good morning. Myself and a few neighbors are in urgent need of the city's help, and seek to counsel with you urgently on the matter.

As residents, and property owners, we understand we are responsible for the drainage of our property. This becomes EXTREMELY difficult, I dare say impossible, when the city has planned a development at the base of natural ravine and run off location without any coverts or redirection of the water from city land and significant mountain sides.

This past Tuesday, a river flowing, from roughly where the yellow line starts on this drawing, absolutely destroyed my back yard, my basement, and my front yard. It also destroyed my neighbor's pool equipment and basement (he is CC'd on this emai, his name is Richard Ajer!). We have sandbagged and made a temporary river path where the orange line is. I came to learn, that Richard's problems with the water started 2 days prior. Had Richard not had a concrete fence in place, he would have likely suffered even more extreme damage to his yard and basement as well.



To put in perspective how much water came off in that yellow line area:

- it filled up our pool (which is luckily under construction right now, twice. That's 50,000 gallons of water we have pumped out.
- It filled up our Richard's massive pool vault filled with thousands of dollars of pool equipment, destroying all of it.
- Where the yellow circle is on the drawing, which is like 1/8th of an acre or more, was full of water, probably 8" deep, which means the ground was saturated so it started pooling. The grade on this level of the yard slopes toward the mountain, so the whole area had to fill before it came down to the next area.
- Richard, added a couple of pumps to the source of the water and started pumping as much as he could to his street to reduce the flow to us.
- The temporary river we made along our east side property line had water flowing for probably 36 hrs. It was a ridiculous amount of water.
- The ground was so saturated I have had 4 shopvacs running for 24/7 from tuesday to Saturday morning, emptying them every 1-2 hours. This is water coming up through the concrete basement floor, not through windows.

Elsewhere in the area, the city has properly routed water to catch basins (like next to the reservoir, just on our street, look out ridge has coverts where water is guided to safe locations.

We need the city's help here, both in creating a solution, and helping cover costs of this recovery of at least 2 residents impacted (Richard and myself).

My frustration is not directed at either of you, because I'm guessing you were not in your positions 10 years ago when this development was designed and built by Sorenson and approved by the city, but I do believe that there was negligence in the planning of this area, where there are clear run off paths that were not accounted for and solved for prior to completing the development of Lookout Ridge and Lake Ridge. It should be noted as well that our entire street is on engineered fill, this ridge is not a natural ridge. And while I'm sure the engineering is sound for this ridge, I'm guessing with enough water from future winters like this, there could be some major problems.

If necessary, I would be willing to grant an easement across the east or west side of my yard for an appropriately sized covert to be installed.

Thank you for your time, I've attached some photos and videos for your benefit, not great coverage as we were mostly panicking trying to solve the problem, but it will give you an idea of the volume of water.

The first link shows a video of the creek bed I'm referencing with the yellow line, and the rest of the carnage is in the second link.

1. <https://photos.app.goo.gl/2fRfo2bnMrqKASdQ9>
2. <https://photos.app.goo.gl/nRTbH246rVXbZvim6>

We urgently seek to counsel with you on how to resolve this situation.

Thank you.

~

Chad Sollis

[REDACTED]

LAKE RIDGE SUBDIVISION
Located in the Southwest Quarter of Section 12,
Township 4, Range 2 West, Salt Lake Base and Meridian,
Salt Lake County, Utah

SURVEYOR'S CERTIFICATE

I, Mark N Gregory, do hereby certify that I am a Professional Land Surveyor in the State of Utah holding certificate number 334576 as prescribed by Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Licensing Act, I further certify that by the authority of the owners, I have made an accurate survey of the tract of land shown and described herein in accordance with Section 17-23-17 of the Utah State Code, have verified all measurements shown and have subdivided said property into lots and streets hereafter to be known as LAKE RIDGE SUBDIVISION and that the same has been surveyed and monuments have been placed on the ground as represented on this plat.

BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 12, Township 4 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at the Southwest Corner of Section 12, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and thence along the west line of said Section North 00°35'58" West 330.00 feet to the southerly line of property described in that certain Warranty Deed recorded October 16, 2001 as Entry No. 8030765 in Book 8511 of Page 7630 of the Salt Lake County records; thence along said line North 54°41'40" West 137.54 feet; thence North 00°14'03" West 370.08 feet; thence North 15°35'23" East 117.82 feet; thence North 43°23'57" East 143.75 feet; thence North 69°44'22" East 156.72 feet; thence South 81°27'02" East 170.25 feet; thence South 51°48'00" East 111.11 feet; thence South 11°24'25" East 88.88 feet; thence South 05°19'12" West 156.15 feet; thence South 02°13'46" West 120.03 feet to a point on the arc of a 262.00 foot radius non-tangent curve to the left, the center of which bears North 28°23'21" East; thence Southeast 52.52 feet along said curve through a central angle of 11°29'04" and a long chord of South 57°21'11" East 52.45 feet; thence South 73°05'43" East 289.44 feet to a point of tangency of a 180.50 foot radius curve to the left; thence East 156.42 feet along said curve through a central angle of 52°49'35" and a long chord of North 80°29'29" East 160.59 feet; thence North 54°04'41" East 126.24 feet to the west line of Rosecrest Plat U, a subdivision recorded November 03, 2006 as Entry No. 8988865 in Book 2006P of Page 328 of said records; thence along said line the following four courses: 1) South 32°54'04" East 126.96 feet, 2) South 17°48'19" East 98.76 feet, 3) South 03°43'38" East 50.10 feet and 4) South 00°42'01" West 117.29 feet to the south line of said Section 12, thence North 89°17'54" West 1,352.50 feet to the POINT OF BEGINNING. Said parcel contains 806,396 square feet or 18.51 acres, more or less.

Date September 30, 2013

Mark N Gregory
P.L.S. No. 334576



OWNERS' DEDICATION

Know all men by these presents that LR Community, LLC, the undersigned Owner(s) of the above described tract of land, having caused the same to be subdivided into lots and streets to be hereafter known as:

LAKE RIDGE SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. Owner(s) hereby agree to warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street.

LR Community, LLC
Date 10/8/13

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } ss

On this 8th day of October, 2013 personally appeared before me, Notary Public, the signer of the foregoing instrument, who duly acknowledged to me that (s)he is a member of LR Community, LLC, a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he or she executed it in such capacity.

Notary Public
Residing at: Salt Lake, UT

CONSENT TO DEDICATION AND RECONVEYANCE

Know all men by these presents that the undersigned, being the Trustee under that certain Deed of Trust that encumbers all or a portion of the real property described herein which has been subdivided into lots, public streets, and/or other public places, to be known as LAKE RIDGE SUBDIVISION, does hereby consent and does hereby reconvey, without warranty, to the City of Herriman for perpetual use of the public, all parcels of real property shown on this plat as intended for public streets and/or other public places.

IN WITNESS WHEREOF, the Trustee has subscribed this Consent to Dedication and Reconveyance and has caused the same to be duly executed this 3rd day of October, 2013.

Rodney A. Newman
Metro National Title

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } ss

On this 3 day of Oct, 2013 personally appeared before me, Notary Public, the signer of the foregoing instrument, who duly acknowledged to me that (s)he is the President of Metro National Title, a Utah corporation, and is authorized to execute the foregoing Agreement in its behalf and that he or she executed it in such capacity.

Kurti Oake
NOTARY PUBLIC
Residing at: Salt Lake City UT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } ss

On this day of , 2013 personally appeared before me, the signer of the foregoing instrument, who duly acknowledged to me that (s)he is a of , a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he or she executed it in such capacity.

NOTARY PUBLIC
Residing at:

ROCKY MOUNTAIN POWER STATEMENT

Utilities shall have the right to install, maintain, and operate their equipment above and below the ground and all other related facilities within the Public Utility Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees, and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the owner's expense, at no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

SOUTH VALLEY SEWER DISTRICT STATEMENT

The signature of South Valley Sewer District on this plat does not constitute any guarantee of availability of sanitary sewer to the property or any approval of sewer line facilities. The owner(s) of the property must provide satisfactory plans to the Sewer District for review and approval before connecting to the District's sewer system and will be required to comply with the District's rules and regulations.

SHEET 1 of 2

HEALTH DEPARTMENT	COMCAST	CENTURYLINK	ROCKY MOUNTAIN POWER	SOUTH VALLEY SEWER DISTRICT	QUESTAR	TABULATIONS	PREPARED BY:
Approved this <u>10th</u> day of <u>October</u> , 2013 by Health Department <u>Jeremy Roberts</u> Salt Lake Valley Health Department	Approved this <u>3rd</u> day of <u>Oct</u> , 2013 by Comcast <u>Comcast</u>	Approved this <u>4th</u> day of <u>Oct</u> , 2013. <u>M. R. Smith</u> CenturyLink	Approved this <u>8th</u> day of <u>Oct</u> , 2013 by Rocky Mountain Power. <u>Rocky Mountain Power</u>	Approved this <u>11th</u> day of <u>Oct</u> , 2013 by South Valley Sewer District. <u>South Valley Sewer District</u>	Approved this <u>2nd</u> day of <u>October</u> , 2013 by Questar Gas. <u>Questar Gas</u>	1. Total Plat Acreage.....18.51 acres 2. Total Lot Acreage.....14.81 acres 3. Total Right-of-Way.....2.23 acres 4. Total Open Space.....1.47 acres 5. Average Lot Size.....22,244 sq.ft. 6. Number of Lots.....29	 DOMINION Engineering Associates, L.C. 5684 South Green Street Murray, Utah 84123 801-713-3000
CHECKED FOR ZONING	PLANNING COMMISSION	HERRIMAN CITY MUNICIPAL ATCR	HERRIMAN CITY ENGINEER	APPROVAL AS TO FORM	HERRIMAN CITY	SALT LAKE COUNTY RECORDER #11742456	
Zone <u>R-1-15</u> Area <u> </u> Width <u> </u> Name <u>Ryan M. J.</u> Date <u>10-15-13</u>	Approved this <u>15th</u> day of <u>Oct</u> , 2013, by the Herriman City Planning Commission. <u>Herriman City Planning Commission</u>	Approved this <u>15th</u> day of <u>October</u> , 2013 by Herriman City Municipal Water. <u>Herriman City</u>	I hereby certify that this office has examined this plat and it is correct in accordance with information on file in this office. <u>Herriman City Engineer</u>	Approved as to form this <u>15th</u> day of <u>Oct</u> , 2013, and is hereby approved. <u>Herriman City Attorney</u>	Approved this <u>10th</u> day of <u>October</u> , 2013 by Herriman City. <u>Herriman City</u>	Starts of Utah, County of Salt Lake, recorded and filed at the request of <u>LR Community LLC</u> Date <u>10-16-13</u> <u>10/25/2013</u> Book <u>203P</u> Page <u>213</u> Fees <u>\$9.00</u> <u>Salt Lake County Recorder</u>	

P:\Roscrest\Survey\Wdva\Lake Ridge Subdivision.dwg

West Corner Section 12
T. 4 S., R. 2 W., S.L.B.M.
Found Brass Cap Monument
(452W1106)

20' Water Easement
Book 8815 Page 4178

Myrna B. & Donell C. Bills
Book 8574 Page 3093

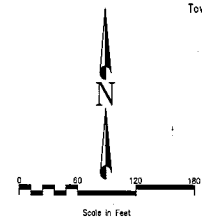
20' Water Easement
Book 8815 Page 4192

Rosecrest Communities, LLC
Book 9959 Page 5043

Point of Beginning
Southwest Corner Section 12
T. 4 S., R. 2 W., S.L.B.M.
Found Brass Cap Monument
(452W1101)

Myrna B. & Donell C. Bills
Book 8574 Page 3093

LAKE RIDGE SUBDIVISION
Located in the Southwest Quarter of Section 12,
Township 4, Range 2 West, Salt Lake Base and Meridian,
Salt Lake County, Utah



- LEGEND**
- Section Corner Monument (As Noted)
 - Street Monument To Be Set
 - Street Monument Found
 - Subdivision Boundary Line
 - Right-of-Way Line
 - Section Line
 - Dry Utility & Drainage Easement Line
 - Set Backer W/ Cap Stamped "TOWNHALL ENGINEERING"
 - Found Property Monument (As Noted)
 - Private Road Area & Herriman City for Open Space by the Recording of this Plat
 - Area Dedicated to Herriman City for Open Space by the Recording of this Plat

Line Table		
Line	BEARING	LENGTH
L1	N 09°21'42" E	43.89
L2	S 07°42'08" W	23.85
L3	N 09°21'42" E	3.89
L4	S 07°42'08" W	23.85
L5	N 09°21'42" E	3.89

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
C1	700.00	105.80	8°38'26"	S 9°1'54" W	105.70	53.00
C2	670.00	101.27	8°38'36"	S 9°1'54" W	101.17	50.73
C3	15.00	23.54	90°00'00"	S 54°21'42" W	21.21	15.00
C4	730.00	110.34	8°38'36"	S 9°1'54" W	110.23	55.27
C5	15.00	23.54	90°00'00"	N 39°38'18" W	21.21	15.00
C6	2925.00	33.77	0°45'39"	S 81°01'18" E	33.77	16.80
C7	2925.00	107.18	2°35'33"	S 82°37'14" E	107.14	53.98
C8	2925.00	107.15	2°35'33"	S 85°03'36" E	107.14	53.58
C9	2925.00	107.15	2°35'33"	S 87°38'58" E	107.14	53.58
C10	2925.00	108.80	2°25'37"	S 89°54'44" E	108.94	53.48
C11	2925.00	99.33	2°15'14"	N 87°44'51" E	99.35	49.67
C12	2925.00	15.28	0°20'49"	N 80°20'48" E	15.28	7.85
C13	2475.00	14.99	0°20'49"	N 80°26'48" E	14.99	7.49
C14	2475.00	114.76	2°35'24"	N 87°56'58" E	114.75	57.39
C15	2475.00	129.50	2°35'08"	S 89°27'20" E	129.49	54.78
C16	2475.00	113.50	2°37'39"	S 88°52'22" E	113.49	56.78
C17	2475.00	113.50	2°37'39"	S 84°14'48" E	113.49	56.78
C18	2475.00	98.12	2°17'40"	S 81°47'09" E	98.11	49.57
C19	175.00	76.45	2°50'53"	S 68°07'22" E	75.80	38.85

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
C20	175.00	134.77	44°07'33"	S 3°32'39" E	131.47	70.83
C21	475.00	8.44	1°01'06"	S 1°58'20" E	8.44	4.22
C22	475.00	128.00	15°28'23"	S 2°44'38" E	127.61	64.38
C23	475.00	15.28	1°50'36"	S 5°53'53" W	15.28	7.84
C24	15.00	13.62	57°01'12"	S 32°49'48" W	13.16	7.32
C25	50.00	53.74	81°34'52"	N 28°02'58" E	51.19	28.79
C26	50.00	52.00	96°15'29"	N 32°32'28" W	48.89	26.63
C27	50.00	52.00	99°15'29"	S 87°32'30" W	48.89	26.63
C28	50.00	52.00	99°15'29"	S 28°17'08" W	48.89	26.63
C29	50.00	38.15	45°41'28"	S 23°21'17" E	37.21	25.04
C30	15.00	13.62	57°01'12"	N 19°11'25" W	13.16	7.32
C31	535.00	3.94	0°23'50"	S 6°33'26" W	3.90	1.79
C32	525.00	98.00	10°41'43"	S 1°04'30" W	97.85	49.14
C33	525.00	66.10	7°12'51"	S 7°32'27" E	66.05	33.10
C34	225.00	68.87	17°33'47"	S 20°15'47" E	68.70	34.78
C35	225.00	90.00	22°50'08"	S 40°10'15" E	88.40	45.61
C36	225.00	90.00	22°50'08"	S 63°25'19" E	88.40	45.61
C37	225.00	22.61	5°45'37"	S 77°45'35" E	22.60	11.31

NO city maintenance is
provided on the
private streets

SHEET 2 of 2



PREPARED BY:

LOOKOUT ROCK
PHASE 1
Book 2077 Page 188

Intersection of Bugle Ridge
Drive & Bugle Ridge Court
No Monument Found
Falls on Sewer Man Hole

20' Wide Sewer Easement
Book 9440 Page 990

South Corner Section 12
T. 4 S., R. 2 W., S.L.B.M.
Found Brass Cap Monument
(452W1202)

SALT LAKE COUNTY RECORDER # 11742456

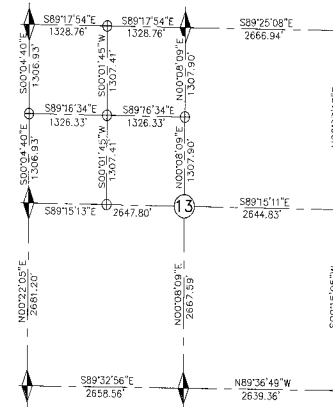
State of Utah, County of Salt Lake, recorded and filed at the
request of **LR COMMUNITY LLC**

Date **10-16-13** Time **10:30am** Book **2013P** Page **213**

\$ **91.00**

Fees **Paul Reams DEPUTY**
Salt Lake County Recorder

LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST
QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN,
HERRIMAN CITY, SALT LAKE COUNTY, UTAH,



	BOUNDARY LINE
	MONUMENT LINE
	PUBLIC UTILITY & LOT DRAINAGE EASEMENT.
	SIXTEENTH CORNER
	FUTURE STREET MONUMENT PER SALT LAKE COUNTY STANDARDS
	SECTION CORNER (FOUND)
	SECTION CORNER (NOT FOUND)
	STREET LIGHT
	FIRE HYDRANT

DATE: 1/30/07

SIGNATURE: 

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE _____ UNDERSIGNED ARE THE OWNERS () OF THE ABOVE DESCRIBED TRACT OF LAND CAUSED SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS:

LOOKOUT RIDGE SUBDIVISION PHASE I AMENDED

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THE PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____

THIS _____ DAY OF _____ A.D. 20____,

11.0

NAME

LOOKOUT KIDNEY, LLC

Kubel 9:

_____ TITLE _____

16-00000

FILE	
------	--

[illegible]

LOOKOUT RIDGE CLUB" (2) ON PLATE 1 (1) 1200

LOOKOUT RIDGE SUBDIVISION PHASE I AMENDED

FINAL PLAT

NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE

SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN,
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

HERRIMAN CITY, SALT LAKE COUNTY, UTAH,

SOUTH VALLEY SEWER DISTRICT

Source: U.S. Census Bureau, *Current Population Reports*, 1990, 1995, 2000, 2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060, 2065, 2070, 2075, 2080, 2085, 2090, 2095, 2100, 2105, 2110, 2115, 2120, 2125, 2130, 2135, 2140, 2145, 2150, 2155, 2160, 2165, 2170, 2175, 2180, 2185, 2190, 2195, 2200, 2205, 2210, 2215, 2220, 2225, 2230, 2235, 2240, 2245, 2250, 2255, 2260, 2265, 2270, 2275, 2280, 2285, 2290, 2295, 2300, 2305, 2310, 2315, 2320, 2325, 2330, 2335, 2340, 2345, 2350, 2355, 2360, 2365, 2370, 2375, 2380, 2385, 2390, 2395, 2400, 2405, 2410, 2415, 2420, 2425, 2430, 2435, 2440, 2445, 2450, 2455, 2460, 2465, 2470, 2475, 2480, 2485, 2490, 2495, 2500, 2505, 2510, 2515, 2520, 2525, 2530, 2535, 2540, 2545, 2550, 2555, 2560, 2565, 2570, 2575, 2580, 2585, 2590, 2595, 2600, 2605, 2610, 2615, 2620, 2625, 2630, 2635, 2640, 2645, 2650, 2655, 2660, 2665, 2670, 2675, 2680, 2685, 2690, 2695, 2700, 2705, 2710, 2715, 2720, 2725, 2730, 2735, 2740, 2745, 2750, 2755, 2760, 2765, 2770, 2775, 2780, 2785, 2790, 2795, 2800, 2805, 2810, 2815, 2820, 2825, 2830, 2835, 2840, 2845, 2850, 2855, 2860, 2865, 2870, 2875, 2880, 2885, 2890, 2895, 2900, 2905, 2910, 2915, 2920, 2925, 2930, 2935, 2940, 2945, 2950, 2955, 2960, 2965, 2970, 2975, 2980, 2985, 2990, 2995, 3000, 3005, 3010, 3015, 3020, 3025, 3030, 3035, 3040, 3045, 3050, 3055, 3060, 3065, 3070, 3075, 3080, 3085, 3090, 3095, 3100, 3105, 3110, 3115, 3120, 3125, 3130, 3135, 3140, 3145, 3150, 3155, 3160, 3165, 3170, 3175, 3180, 3185, 3190, 3195, 3200, 3205, 3210, 3215, 3220, 3225, 3230, 3235, 3240, 3245, 3250, 3255, 3260, 3265, 3270, 3275, 3280, 3285, 3290, 3295, 3300, 3305, 3310, 3315, 3320, 3325, 3330, 3335, 3340, 3345, 3350, 3355, 3360, 3365, 3370, 3375, 3380, 3385, 3390, 3395, 3400, 3405, 3410, 3415, 3420, 3425, 3430, 3435, 3440, 3445, 3450, 3455, 3460, 3465, 3470, 3475, 3480, 3485, 3490, 3495, 3500, 3505, 3510, 3515, 3520, 3525, 3530, 3535, 3540, 3545, 3550, 3555, 3560, 3565, 3570, 3575, 3580, 3585, 3590, 3595, 3600, 3605, 3610, 3615, 3620, 3625, 3630, 3635, 3640, 3645, 3650, 3655, 3660, 3665, 3670, 3675, 3680, 3685, 3690, 3695, 3700, 3705, 3710, 3715, 3720, 3725, 3730, 3735, 3740, 3745, 3750, 3755, 3760, 3765, 3770, 3775, 3780, 3785, 3790, 3795, 3800, 3805, 3810, 3815, 3820, 3825, 3830, 3835, 3840, 3845, 3850, 3855, 3860, 3865, 3870, 3875, 3880, 3885, 3890, 3895, 3900, 3905, 3910, 3915, 3920, 3925, 3930, 3935, 3940, 3945, 3950, 3955, 3960, 3965, 3970, 3975, 3980, 3985, 3990, 3995, 4000, 4005, 4010, 4015, 4020, 4025, 4030, 4035, 4040, 4045, 4050, 4055, 4060, 4065, 4070, 4075, 4080, 4085, 4090, 4095, 4100, 4105, 4110, 4115, 4120, 4125, 4130, 4135, 4140, 4145, 4150, 4155, 4160, 4165, 4170, 4175, 4180, 4185, 4190, 4195, 4200, 4205, 4210, 4215, 4220, 4225, 4230, 4235, 4240, 4245, 4250, 4255, 4260, 4265, 4270, 4275, 4280, 4285, 4290, 4295, 4300, 4305, 4310, 4315, 4320, 4325, 4330, 4335, 4340, 4345, 4350, 4355, 4360, 4365, 4370, 4375, 4380, 4385, 4390, 4395, 4400, 4405, 4410, 4415, 4420, 4425, 4430, 4435, 4440, 4445, 4450, 4455, 4460, 4465, 4470, 4475, 4480, 4485, 4490, 4495, 4500, 4505, 4510, 4515, 4520, 4525, 4530, 4535, 4540, 4545, 4550, 4555, 4560, 4565, 4570, 4575, 4580, 4585, 4590, 4595, 4600, 4605, 4610, 4615, 4620, 4625, 4630, 4635, 4640, 4645, 4650, 4655, 4660, 4665, 4670, 4675, 4680, 4685, 4690, 4695, 4700, 4705, 4710, 4715, 4720, 4725, 4730, 4735, 4740, 4745, 4750, 4755, 4760, 4765, 4770, 4775, 4780, 4785, 4790, 4795, 4800, 4805, 4810, 4815, 4820, 4825, 4830, 4835, 4840, 4845, 4850, 4855, 4860, 4865, 4870, 4875, 4880, 4885, 4890, 4895, 4900, 4905, 4910, 4915, 4920, 4925, 4930, 4935, 4940, 4945, 4950, 4955, 4960, 4965, 4970, 4975, 4980, 4985, 4990, 4995, 5000, 5005, 5010, 5015, 5020, 5025, 5030, 5035, 5040, 5045, 5050, 5055, 5060, 5065, 5070, 5075, 5080, 5085, 5090, 5095, 5100, 5105, 5110, 5115, 5120, 5125, 5130, 5135, 5140, 5145, 5150, 5155, 5160, 5165, 5170, 5175, 5180, 5185, 5190, 5195, 5200, 5205, 5210, 5215, 5220, 5225, 5230, 5235, 5240, 5245, 5250, 5255, 5260, 5265, 5270, 5275, 5280, 5285, 5290, 5295, 5300, 5305, 5310, 5315, 5320, 5325, 5330, 5335, 5340, 5345, 5350, 5355, 5360, 5365, 5370, 5375, 5380, 53

APPROVED THIS 13 DAY OF August A.D.

20. 07 BY SOUTH VALLEY SEWER DISTRICT.

--	--

[Signature]

SOUTH VALLEY SEWER DIST.

RECORDED # 1043716 SHEET NO.

[illegible]

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:

ON	REQUEST OF:	LOOKOUT RIDGE LLC	1
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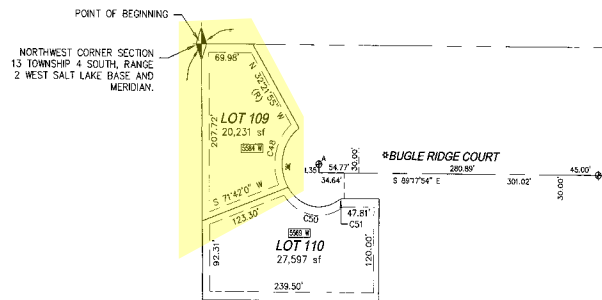
DATE: 5/27/08 TIME: 3:29PM BODY: 2008 PAGE: 138 / 2

SECRETARY, DEPUTY 04 \$62.00

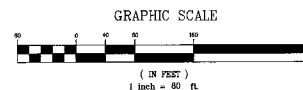
SALT LAKE COUNTY RECORDER FEE: _____

1601

\$62.92



WEST SIXTEENTH SECTION 12/13,
TOWNSHIP 4 SOUTH, RANGE 2 WEST
SALT LAKE BASE & MERIDIAN.
SEE DETAIL "A"
NORTH QUARTER CORNER SECTION 13,
TOWNSHIP 4 SOUTH, RANGE 2 WEST
SALT LAKE BASE & MERIDIAN



C48	50.00'	78.80'	50.32'	8022.01'
C49	DELETED	DELETED	DELETED	DELETED
C50	50.00'	72.40'	49.83'	8040.45'
C51	15.00'	8.43'	4.53'	3212.10'

NORTH SIXTEENTH SECTION 14/13,
TOWNSHIP 4 SOUTH, RANGE 2 WEST
SALT LAKE BASE & MERIDIAN.

WEST QUARTER CORNER SECTION
13 TOWNSHIP 4 SOUTH, RANGE 2
WEST SALT LAKE BASE & MERIDIAN

GENERAL NOTE:

PARCEL "A" AND "B" SHOWN HEREON ARE
SUBJECT TO A NONEXCLUSIVE UTILITY
EASEMENT IN THEIR ENTIRETY.

LOOKOUT RIDGE SUBDIVISION PHASE 1 Amended FINAL PLAT

LOCATED IN THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 WEST, S.L.B. & M.
HERRIMAN CITY, SALT LAKE COUNTY, UTAH.



1111 East Draper Parkway
Suite 103
Draper, Utah 84020
Tel: 801-748-1190
Fax: 801-748-1119

RECORDED # 10437116
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF:
LOOKOUT RIDGE LLC
DATE 5/27/19 TIME: 3:29 PM BOOK: 2080 PAGE: 138
Mark L. Perry 105 \$62.00
SALT LAKE COUNTY RECORDER FEE

SHEET NO.

2
2



STAFF REPORT

DATE: May 26, 2023
TO: The Honorable Mayor and City Council
FROM: Kyle Maurer
SUBJECT: Fiscal Year 2023 Fraud Risk Assessment

RECOMMENDATION:

N/A – This is for presentation only

ISSUE BEFORE COUNCIL:

N/A – This is for presentation only

BACKGROUND/SUMMARY:

The Office of the State Auditor requires a yearly presentation of the City's Fraud Risk Assessment to the governing body.

DISCUSSION:

The Office of the State Auditor created a Fraud Risk Assessment Questionnaire to enable entities to determine their level of risk and identify areas for improvement. The City scored full points in all areas with the exception of the following:

Does the entity have a licensed or certified expert as part of their management team?

Response/Planned Correction: The Finance Director does not currently have a certification or CPA license. The Finance Director, however, has a Master's degree in Accounting and has previously held a CGFM certification (certification lapsed when the entity the Finance Director worked for did not have training funds available for him to meet the requirements of the certification). In addition, the City's Accountant II holds an active CGFM certification (but is not part of the management team and has no supervisory responsibilities). The Finance Director desires to obtain a CPFO certification from the Government Finance Officers Association, however, current workload precludes the necessary studying time to obtain this certification.

Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?

Response/Planned Correction: The Finance Director will discuss this item with the Human Resources Manager to see if something can be implemented. This was already going to be included as part of planned Purchasing Policy revisions.

Does the entity have a formal internal audit function?

Response/Planned Correction: It is cost prohibitive for the City to have a formal internal audit function. However, the Finance Director believes it could be a valuable tool and promote transparency. The Finance Director will discuss this topic with the Audit Committee at the next meeting. While the Finance Director does not believe the City will be able to record the points moving forward, there are some cost-effective options the City should consider when the next external auditor contract is being considered.

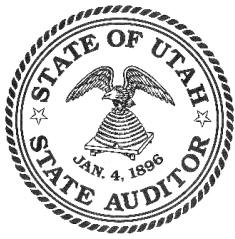
ALTERNATIVES:

N/A – This is for presentation only

FISCAL IMPACT:

ATTACHMENTS:

Fiscal Year 2023 Fraud Risk Assessment



Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 335 /395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	0	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	0	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	0	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Herriman City

*Completed for Fiscal Year Ending: June 30, 2023 *Completion Date: May 26, 2023

*CAO Name: Nathan Cherpeski *CFO Name: Kyle Maurer

*CAO Signature: _____ *CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	X			
4. Are all the people who have access to blank checks different from those who are authorized signers?			X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".			X	
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

**STAFF REPORT**

DATE: May 30, 2023

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Finance Director

SUBJECT: Consideration and Approval of a Resolution Amending the Budgets of Herriman City for Fiscal Year 2023

RECOMMENDATION:

Staff recommends approval of the amendments.

ISSUE BEFORE COUNCIL:

Should the City Council approve the proposed amendments as presented?

BACKGROUND/SUMMARY:

There are a number of necessary amendments to ensure fiscal accountability and sound financial management. The majority of the proposed amendments were presented to the City Council on May 24, 2023 for discussion.

DISCUSSION:

Staff have identified a number of amendments that are needed for the fiscal year 2023 budget. Below is a summary of the major amendments. Since the amendments were discussed with the City Council on May 24, 2023, the Finance Director has identified additional amendments. On the supporting documentation following this staff report, those items are in red font.

General Fund – Increase of revenues/other financing sources and expenditures/other financing uses \$4,273,548. Revenues were increased to reflect estimated year-end actuals, grants received (ZAP and Tree Species), and a future vehicle sale. Fund balance is proposed to be used to transfer Public Safety Impact Fees to a new fund and alleviate the deficit fund balance in the Public Safety Fund. No “new” use of fund balance is being proposed.

Expenditures are proposed to increase for a variety of reasons. Below are the major reasons:

1. Salaries & Wages (\$941,121 Reduction) - Staff have projected personnel expenditures through the remainder of the fiscal year. The majority of savings are due to temporary personnel vacancies, the reduction/reclassification of FTE's in Economic Development

and Administration, along with assumption changes from the original fiscal year 2023 budget.

2. Court Adjustments (\$61,100 Increase) - The City signed an agreement with Draper City to “share” a Judge. In addition, the City used temporary judges while the Justice Court Judge position was vacant and interpreter costs were more than budgeted due to an increase in utilization. This increase is offset by personnel savings (the City had budgeted for a full-time judge).
3. Vehicle lease adjustments (\$170,013 Increase) - Staff are proposing increasing vehicle lease line items to reflect actual expenditures within the General Fund. Staff believes the lease was not budgeted correctly due to a portion of the 2020 lease being drawn in May 2022.
4. Enterprise Fund Administration (\$128,900 increase) - Staff recalculated all of the administrative fees charged to the enterprise funds. This required a reduction in the fee charged.
5. Vehicle Purchases (\$191,300 increase) - The Finance Director erroneously left three vehicle purchases off the first budget amendment. The Finance Director has made process changes to ensure large expenditures like this are not left out of the budget moving forward.
6. Capital outlay/software purchases (\$29,735 increase) - This is for building permit software customization (\$23,400) (offset with decreased personnel costs), the Luma Virtual Agent for the budget permit software (\$31,000) (agreement signed June 2021 and not put in the Fiscal Year 2023 budget), and pothole patching machine (\$66,335) (offset with 4th Quarter Sales Tax funding). The increases were offset by decreasing capital outlay budgets in Administration (\$20,000) and Communications (\$21,000).
7. Snow Removal (\$109,025 increase) - Adjustments were needed due to the exceptionally high snowfall the state received during the winter. This amount was offset with additional 4th quarter (county option) sales tax.
8. Other (\$87,500 decrease) - Adjustments are proposed to the City’s lobbyist line item (\$67,000) to match actual contracts and expenditures, along with reducing Administration’s Subscriptions/Memberships/Dues line item by \$15,500.
9. Transfers Out (\$4,652,732 Increase) – A number of transfers to other funds are needed. First, a transfer of \$875,144 is proposed to alleviate the current year budget deficit in the Police Department’s budget. Second, a decrease of \$95,030 in the transfer for non-Police department budgets is proposed (this alleviates the transfer being in excess of budgeted expenditures). Third, the Public Safety Fund (both Police and non-Police) had negative fund balance since fiscal year 2020 (\$2,206,124). This negative balance has been adjusted out of available fund balance in reports published by the Finance Director and the Annual Comprehensive Financial Report (ACFR). Fourth, the Finance Director created a new fund to account for the Public Safety Impact Fee charged by the City. This transfer moves the existing fund balance (\$738,265) to the new fund. Finally, an additional transfer of \$928,229 to the Capital Projects fund is proposed, with the primary purposes being funding the Animal Control facility build out, \$50,000 for ERP “seed” money (reduction in the Finance Department budget), \$58,800 for a SOW with Strata Networks approved in November 2022 in relation to a City-wide fiber project, and \$331,920 to satisfy the Hidden Oaks Backbone reimbursement project.

Public Safety Fund (Police) (General Fund) - Increase of revenues/other financing sources and expenditures/other financing uses \$2,619,738 – Adjustments are proposed to 1) Remove the Public Safety Impact Fee revenue (transferred to separate fund), 2) Recognize proceeds from the sale of surplus vehicles, 3) Initiate transfers from the General Fund to alleviate current fiscal year budgeted deficits and historical fund balance deficits, 4) Recognize revenue received from outside entities for Police services (mainly Jordan School District), and 5) Recognize increased costs for fuel.

Public Safety Fund (Non Police) (General Fund) - Decrease of revenues/other financing sources and expenditures/other financing uses \$62,030 – The main purpose of the adjustments is to recognize a grant received for a sandbagging machine and pumps, along with increases necessary for the new Animal Services building (lease expense and utilities). A fuel adjustment is needed based on an increase in usage and fuel prices, along with an adjustment to the fund's transfer in to alleviate the original budget excess transfer.

ARPA Fund – Zero Increase to Revenues and Expenditures – Adjustments are requested to add contingency funds to existing projects and additional funds to complete design work on the Mccuiston Storm Drain. In addition, an amendment to the Rose Canyon/7300 W Pond Improvements project is requested to complete an adjacent unfinished parkstrip. The City will be receiving funds from a forfeited bond to offset the cost. Staff recognize the need for additional discussions with the Mayor and City Council regarding the remaining budgeted ARPA funds.

Public Safety Impact Fee Fund (NEW) – Increase in revenues/other financing sources and expenditures/other financing uses of \$1,145,307 – This is a new fund created to account for the Public Safety Impact Fees collected by the City. Funds were previously collected by the Public Safety Fund (General Fund). Budget and actuals will be transferred to the new fund. In addition, the Finance Department has completed a reconciliation of impact fees received in each impact fee fund. Transfers are needed to correct revenues coded to incorrect funds.

Park Impact Fee Fund – Increase in revenues/other financing sources and expenditures/other financing uses of \$1,920,291 – The City has received \$1,890,000 in grants from Salt Lake County for the Juniper Canyon Trailhead Project, Wide Hollow Trailhead, and Midas Creek Trail Expansion. In addition, the City received a Tree Species Diversity Grant and an amendment to an existing Jordan Valley Water Conservancy Grant is being requested. The City also recently completed a reconciliation of impact fees received in each impact fee fund. Transfers are needed to correct revenues coded to incorrect funds.

Storm Drain Impact Fee Fund (Special Revenue Fund) - Increase of revenues/other financing sources and expenditures/other financing uses of \$2,116,765 – The City's external auditors recommended during the fiscal year 2022 audit to move this fund to an Enterprise Fund. The Finance Director agrees with this request.

Road Impact Fee Fund – Increase in revenues/other financing sources and expenditures/other financing uses of \$676,777 – The City completed two agreements during the fiscal year. Both agreements were budgeted to be completed over five years; the developer met all requirements for reimbursement and have been reimbursed per the terms of the agreement. In addition, the

Finance Department recently completed a reconciliation of impact fees received in each impact fee fund. Transfers are needed to correct revenues coded to incorrect funds.

Fire Impact Fee Fund (NEW) – Increase in revenues/other financing sources and expenditures/other financing uses of \$1,173,172 – The City is moving Fire Impact Fees from the Fire Service Area budget to a new fund. In addition, the Finance Department recently completed a reconciliation of impact fees received in each impact fee fund. Transfers are needed to correct revenues coded to incorrect funds.

Fire Service Area Fund – Decrease in revenues/other financing sources and expenditures/other financing uses of \$427,000 – Staff propose moving fire impact fees currently recorded in the Fire Service Area fund to a separate fund. In addition, Contract Services paid to Unified Fire Authority needs to be adjusted to match actual costs, and the City agreed to pay for a portion of the seismic upgrades to Station 103.

General Capital Projects – Increase in revenues/other financing sources and expenditures/other financing uses of \$2,762,317. A number of amendments are proposed, including the following:

1. Recognition of an appraisal reimbursement received (\$2,600)
2. Recognize a grant received from the State of Utah (\$10,194)
3. Interest income in excess of expectations (\$55,000)
4. Interest income earned on bond proceeds (\$340,000; increases related capital project)
5. Sewer district reimbursement for the Hidden Oaks Backbone project (\$406,771)
6. Ivory Homes reimbursement for the Herriman Main Street Project (\$862,032)
7. Sale of property to Herriman 73 Partners (\$662,804) (reduces interfund loan); slope easement abandonment (\$19,969)
8. Animal Services building remodel (\$700,000)
9. City-wide fiber optic Statement of Work (SOW) with Strata Networks (\$58,000)
10. ERP system replacement “seed” money (\$50,000) (transferred from Finance Department budget)

Water Fund – Increase in revenues/other financing sources and expenditures/other financing uses of \$1,664,517. Amendments are proposed for the following: 1) Correct salaries and benefits budgeted incorrectly (\$300,685), 2) Recognize one vehicle not included in the first budget amendment of the fiscal year (\$54,800), 3) Correct bond interest expense and trustee fees budgeted incorrectly (\$309,032) and 4) Recognize a \$1,000,000 grant received from the state of Utah for the Olympia water tank project. In addition, revenue of \$862 is proposed to be recognized – The Finance Department has reconciled impact fee revenue and discovered two cash receipts had been incorrectly coded to impact fees,

Water Rights Fund - Decrease in revenues/other financing sources and expenditures/other financing uses \$613,118 - Due to the purchase of property by Herriman 73 Partners, LLC in the Capital Projects Fund, a corresponding decrease in the interfund loan receivable needs to be made. This is accomplished by decreasing the transfer out to the Capital Projects Fund. In addition, impact fees totaling \$49,686 were incorrectly coded to the Water Rights Fund and

should have been coded to the applicable impact fee fund. Transfers out are proposed to correct this.

Water Impact Fee Fund - Increase in revenues/other financing sources and expenditures/other financing uses \$852,988 - An amendment is proposed to complete the reimbursement agreement with Wasatch South Hills for Autumn Crest. The developer met the terms of the reimbursement agreement and was entitled to reimbursement. In addition, a number of impact fees were either not correctly credited to this fund in prior fiscal years, or were incorrectly credited to this fund. Transfers in and out are proposed to correct these errors.

Storm Water Fund - Decrease in revenues/other financing sources and expenditures \$495,539 - The L&L Hamilton Park reimbursement agreement has been completed. This agreement was based on the amount of Storm Water Impact Fees paid. The developer was reimbursed up to the amount paid. The remaining budget is proposed to reduce estimated use of fund balance. In addition, the Finance Department has recalculated the administrative fees charged to the Storm Water Fund, which will result in a \$140,100 reduction in fees charged.

Storm Drain Impact Fee Fund - Increase in revenues/other financing sources and expenditures/other financing uses \$3,313,331. During the fiscal year 2022 audit, the City's external auditors recommended accounting for Storm Drain Impact Fees in an Enterprise Fund, to match how the City accounts for its Storm Water operations. This amendment proposes transferring funds from the "old" fund to the "new" fund, along with budgeting the revenues/expenses from the prior fund. This is the reversal of the entries done under the Storm Drain Impact Fee Fund (Special Revenue Fund) discussed earlier.

ALTERNATIVES:

The City Council may choose to change or not accept the amendments as presented.

FISCAL IMPACT:

Fiscal impacts are included in the attachments.

ATTACHMENTS:

Proposed Budget Amendments
Resolution

City of Herriman General Fund Fiscal Year 2023 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
10-31305		County Option Highway Tax	\$ 724,167	\$ 305,833	\$ 1,030,000	Funds to be used for: 1) Pothole patching machine and 2) Snow removal expenditures
10-31307		Transient Room Tax	10,000	3,500	13,500	Adjust for expected actuals
10-31310		Energy Tax	2,156,832	393,168	2,550,000	Adjust for expected actuals
10-31311		Telephone Tax	162,275	(27,275)	135,000	Adjust for expected actuals
10-33652		Grants - State of Utah	34,332	4,756	39,088	Tree Species Diversity Grant
10-33669		Grants - Salt Lake County	-	15,000	15,000	ZAP Grant
10-33100		Class C Roads	1,889,999	415,388	2,305,387	Adjust for expected actuals
10-36895		Passports	185,000	15,000	200,000	Adjust for expected actuals
10-36865		Ice Ribbon	130,000	39,000	169,000	Adjust for actuals
10-36730		Enduro Cross	35,000	(9,700)	25,300	Adjust for actuals
10-36120		Building Rental	12,000	4,000	16,000	Adjust for expected actuals
10-36100		Interest Income	200,000	200,000	400,000	Increase due to rising interest rates
10-32110		Returned Check Fees	2,500	4,500	7,000	Adjust for expected actuals
10-36118		Cable Franchise Fee	314,848	(39,848)	275,000	Adjust for expected actuals
10-36875		Sale of Capital Assets	-	5,500	5,500	Sale of Fleet Unit 186 (Ford Fusion)
10-39106		Transfer From Public Safety Impact Fee	-	337	337	Transfer credit card surcharge erroneously coded to Public Safety Impact Fees in fiscal year 2020
10-39120		Budgeted Use of Fund Balance	1,391,894	-	1,391,894	Reduce use of fund balance (via savings)
10-39120		Budgeted Use of Fund Balance	-	2,944,389	2,944,389	\$2,206,124 - Alleviate deficit fund balance in Public Safety Fund; \$738,265-Impact Fee Fund balance
TOTAL REVENUE ADJUSTMENTS - GENERAL FUND			\$ 7,248,847	\$ 4,273,548	\$ 11,522,395	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
Legislative						
10-41001	Legislative	Salaries & Wages	\$ 88,000	\$ (5,700)	\$ 82,300	Adjust payroll to match projected actuals
10-41004	Legislative	Insurance Benefit	53,633	5,667	59,300	Adjust payroll to match projected actuals
10-41005	Legislative	Retirement Benefit	12,360	1,240	13,600	Adjust payroll to match projected actuals
10-41006	Legislative	Retirement Match Benefit	21,949	2,151	24,100	Adjust payroll to match projected actuals
10-41228	Legislative	Lobbyist	190,000	(67,000)	123,000	Reduce lobbyist expense to match actual expenditures
10-41999	Legislative	Enterprise Fund Administration	-	(21,000)	(21,000)	Administrative fees recalculated May 2023
Total Legislative			\$ 365,942	\$ (84,642)	\$ 281,300	
Administration						
10-44001	Administration	Salaries & Wages	316,000	56,300	372,300	Conversion of ACM position to Management Analyst position (offset from multiple departments)
10-44004	Administration	Insurance Benefit	50,474	2,326	52,800	Conversion of ACM position to Management Analyst position (offset from multiple departments)
10-44006	Administration	Retirement Match Benefit	37,693	1,007	38,700	Conversion of ACM position to Management Analyst position (offset from multiple departments)
10-44007	Administration	Subscriptions/Memberships/Dues	39,000	(15,500)	23,500	Part of Luma Virtual Agent budgeted in Administration; budget moved to Information Technology
10-44520	Administration	Capital Outlay	20,000	(20,000)	-	Budget was for computer replacements, but separate Computer Purchases line included in budget
Total Administration			\$ 463,167	\$ 24,133	\$ 487,300	
Economic Development						
10-81001	Economic Development	Salaries & Wages	218,000	(65,500)	152,500	Removal of Economic Development Director position
10-81002	Economic Development	Payroll Tax Benefit	50,126	(47,626)	2,500	Removal of Economic Development Director position
10-84004	Economic Development	Insurance Benefit	30,293	(4,984)	25,309	Removal of Economic Development Director position
Total Economic Development			\$ 298,419	\$ (118,110)	\$ 180,309	
Legal						
10-43001	Legal	Salaries & Wages	315,000	(19,500)	295,500	Reduction to match forecasted expenditures (new employee hired during year)
10-43004	Legal	Insurance Benefit	44,295	1,205	45,500	Increase to match forecasted expenditures (new employee hired during year)
10-43999	Legal	Enterprise Fund Administration	(239,200)	219,200	(20,000)	Enterprise Fund administrative charges recalculated May 2023
Total Legal Department			\$ 120,095	\$ 200,905	\$ 321,000	
Human Resources						
10-47001	Human Resources	Salaries & Wages	214,000	(13,200)	200,800	Reduction to match forecasted expenditures (new employee hired during year)
10-47002	Human Resources	Payroll Tax Benefit	27,080	(23,980)	3,100	Reduction to match forecasted expenditures (new employee hired during year)
10-47995	Human Resources	Unemployment Reimbursement	15,000	(5,000)	10,000	Reduce unemployment reimbursements to match actual/projected expenditures
Total Human Resources			\$ 256,080	\$ (42,180)	\$ 213,900	
Finance						
10-50001	Finance	Salaries & Wages	472,000	(14,000)	458,000	Reduction to match forecasted expenditures (personnel changes during year)
10-50002	Finance	Payroll Tax Benefit	57,868	(50,568)	7,300	Reduction to match forecasted expenditures (personnel changes during year)
10-50004	Finance	Insurance Benefit	58,569	(1,769)	56,800	Reduction to match forecasted expenditures (personnel changes during year)
10-50005	Finance	Retirement Benefit	76,556	644	77,200	Increase to match forecasted expenditures
10-50006	Finance	Retirement Match Benefit	52,007	(1,407)	50,600	Reduction to match forecasted expenditures (personnel changes during year)

GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
10-50082	Finance	Software	50,000	(50,000)	-	Move software budget for budgeting software to Capital Projects for future ERP system
Total Finance			\$ 767,000	\$ (117,100)	\$ 649,900	
Justice Court						
10-46001	Justice Court	Salaries & Wages	345,000	(141,500)	203,500	Full-time judge in budget (judge now under "Contracted Services")
10-46002	Justice Court	Payroll Tax Benefit	69,980	(66,880)	3,100	Full-time judge in budget (judge now under "Contracted Services")
10-46004	Justice Court	Insurance Benefit	62,887	(10,487)	52,400	Full-time judge in budget (judge now under "Contracted Services")
10-46005	Justice Court	Retirement Benefit	36,902	(12,102)	24,800	Full-time judge in budget (judge now under "Contracted Services")
10-46006	Justice Court	Retirement Match Benefit	22,231	(3,731)	18,500	Full-time judge in budget (judge now under "Contracted Services")
10-46060	Justice Court	Contracted Services	-	60,000	60,000	Substitute judge services/Agreement with Draper City for Judge
10-46008	Justice Court	Wages and Salaries - Bailiff	36,000	2,000	38,000	Increase to match forecasted expenditures (appears to have been underbudgeted)
10-46061	Justice Court	Interpreting Services	4,400	1,100	5,500	Increase to match forecasted expenditures
Total Justice Court			\$ 577,400	\$ (171,600)	\$ 405,800	
Customer Service						
10-49001	Customer Service	Salaries & Wages	226,000	28,400	254,400	Increase to match forecasted expenditures (portion of prior ACM coded to this budget)
10-49002	Customer Service	Payroll Tax Benefit	8,194	(4,194)	4,000	Decrease to match forecasted expenditures
10-49004	Customer Service	Insurance Benefit	45,168	2,932	48,100	Increase to match forecasted expenditures (portion of prior ACM coded to this budget)
Total Customer Service			\$ 279,362	\$ 27,138	\$ 306,500	
City Recorder						
10-48001	City Recorder	Salaries & Wages	241,000	17,900	258,900	Increase to match forecasted expenditures (portion of prior ACM coded to this budget)
10-48002	City Recorder	Payroll Tax Benefit	10,115	(6,015)	4,100	Decrease to match forecasted expenditures
10-48004	City Recorder	Insurance Benefit	24,266	3,934	28,200	Increase to match forecasted expenditures (portion of prior ACM coded to this budget)
10-48005	City Recorder	Retirement Match Benefit	39,449	1,051	40,500	Increase to match forecasted expenditures (portion of prior ACM coded to this budget)
Total City Recorder			\$ 314,830	\$ 16,870	\$ 331,700	
Facilities						
10-60001	Facilities	Salaries & Wages	315,000	(22,900)	292,100	Decrease to match forecasted expenditures
10-60002	Facilities	Payroll Tax Benefit	15,380	(10,680)	4,700	Decrease to match forecasted expenditures
10-60005	Facilities	Retirement Benefit	48,625	5,075	53,700	Increase to match forecasted expenditures
10-60999	Facilities	Enterprise Fund Administration	(41,600)	(35,500)	(77,100)	Administration fees recalculated May 2023
Total Facilities			\$ 337,405	\$ (64,005)	\$ 273,400	
Fleet						
10-63999	Fleet	Enterprise Fund Administration	-	(75,000)	(75,000)	Administration fees recalculated May 2023
Total Fleet			\$ -	\$ (75,000)	\$ (75,000)	
Streets						
10-65001	Streets	Salaries & Wages	470,000	(54,800)	415,200	Decrease to match forecasted expenditures
10-65004	Streets	Insurance Benefit	70,930	(4,330)	66,600	Decrease to match forecasted expenditures
10-65005	Streets	Retirement Benefit	69,932	(5,932)	64,000	Decrease to match forecasted expenditures
10-65045	Streets	Employee Relations	2,500	240	2,740	Scrap metal sales used to increase Employee Relations (offsetting revenue-Misc Revenue)
10-65062	Streets	Vehicle Lease-Principal	-	262,800	262,800	Split principal and interest/match budget to actual expenditures
10-65063	Streets	Vehicle Lease-Interest	77,568	(67,768)	9,800	Split principal and interest/match budget to actual expenditures
10-65080	Streets	Vehicle Purchases	726,855	54,800	781,655	Ford F150 purchase not included in first budget amendment
10-65565	Streets	Capital Outlay	21,600	66,335	87,935	Purchase of pothole patching machine (offset-County Highway funds)
10-65275	Streets	Pavement Management	2,197,500	130,473	2,327,973	Additional county highway sales tax funds
Total Streets			\$ 3,636,885	\$ 381,818	\$ 4,018,703	
Snow Removal						
10-66001	Snow Removal	Salaries & Wages	25,000	16,800	41,800	Adjustment to actual expenditures - Offset-County Option Highway sales tax
10-66002	Snow Removal	Payroll Tax Benefit	805	995	1,800	Adjustment to actual expenditures - Offset-County Option Highway sales tax
10-66003	Snow Removal	Overtime	25,000	47,500	72,500	Adjustment to actual expenditures - Offset-County Option Highway sales tax
10-66004	Snow Removal	Insurance Benefit	5,146	9,154	14,300	Adjustment to actual expenditures - Offset-County Option Highway sales tax
10-66005	Snow Removal	Retirement Benefit	8,343	10,657	19,000	Adjustment to actual expenditures - Offset-County Option Highway sales tax
10-66006	Snow Removal	Retirement Match Benefit	5,706	7,294	13,000	Adjustment to actual expenditures - Offset-County Option Highway sales tax
10-66131	Snow Removal	Salt	101,475	14,225	115,700	Adjustment to actual expenditures - Offset-County Option Highway sales tax
10-66132	Snow Removal	Repair/Maintenance Equipment	39,300	2,400	41,700	Adjustment to actual expenditures - Offset-County Option Highway sales tax
Total Snow Removal			\$ 210,775	\$ 109,025	\$ 319,800	
Street Signs						
10-69001	Street Signs	Salaries & Wages	40,000	10,500	50,500	Reallocation from Streets Department budget
10-69002	Street Signs	Payroll Tax Benefit	24,000	1,470	25,470	Reallocation from Streets Department budget
10-69004	Street Signs	Insurance Benefit	-	5,200	5,200	Reallocation from Streets Department budget
10-69005	Street Signs	Retirement Benefit	-	10,100	10,100	Reallocation from Streets Department budget
10-69005	Street Signs	Retirement Match Benefit	-	5,700	5,700	Reallocation from Streets Department budget
Total Street Signs			\$ 64,000	\$ 32,970	\$ 96,970	
Street Lights						

GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
10-70001	Street Lights	Salaries & Wages	199,000	(7,400)	191,600	Decrease to match forecasted expenditures
10-70002	Street Lights	Payroll Tax Benefit	23,104	(20,004)	3,100	Decrease to match forecasted expenditures
10-70005	Street Lights	Retirement Benefit	33,858	742	34,600	Increase to match forecasted expenditures
Total Street Lights			\$ 255,962	\$ (26,662)	\$ 229,300	
Information Technology						
10-52001	Information Technology	Salaries & Wages	287,000	(21,300)	265,700	Former Finance Director coded 20% to Information Technology
10-52002	Information Technology	Payroll Tax Benefit	27,536	(23,436)	4,100	Former Finance Director coded 20% to Information Technology
10-52004	Information Technology	Insurance Benefit	40,741	859	41,600	Former Finance Director coded 20% to Information Technology
10-52466	Information Technology	Capital Outlay	25,000	31,000	56,000	Luma Virtual Agent (POB) agreement signed June 2021; not put in FY2023 budget.
10-52999	Information Technology	Enterprise Fund Administration	(70,251)	(21,749)	(92,000)	Enterprise Fund administrative charges recalculated May 2023
Total Information Technology			\$ 310,026	\$ (34,626)	\$ 275,400	
Communications						
10-45001	Communications	Salaries & Wages	249,000	26,800	275,800	Decrease to match forecasted expenditures (portion of prior ACM coded to Communications)
10-45002	Communications	Payroll Tax Benefit	19,512	(15,212)	4,300	Decrease to match forecasted expenditures (portion of prior ACM coded to Communications)
10-45004	Communications	Insurance Benefit	30,642	1,858	32,500	Decrease to match forecasted expenditures (portion of prior ACM coded to Communications)
10-45005	Communications	Retirement Benefit	39,604	-	39,604	Decrease to match forecasted expenditures (portion of prior ACM coded to Communications)
10-45520	Communications	Capital Outlay	120,000	(21,000)	99,000	Electronic messaging boards came in under budget
Total Communications			\$ 458,758	\$ (7,554)	\$ 451,204	
Parks						
10-76001	Parks	Salaries & Wages	1,140,000	(77,600)	1,062,400	Personnel vacancies during year/portion of personnel costs allocated to Cemetery
10-76062	Parks	Vehicle Lease-Principal	-	27,700	27,700	Split principal and interest/match budget to actual expenditures
10-76063	Parks	Vehicle Lease-Interest	45,741	(44,741)	1,000	Split principal and interest/match budget to actual expenditures
10-76080	Parks	Vehicle Purchases	549,527	45,500	595,027	Ford F150 purchase not included in first budget amendment
10-76269	Parks	Multi-Use - Tree Replacement	25,000	4,756	29,756	State of Utah Tree Grant (Offsetting Revenue)
10-76264	Parks	Water	766,113	(176,113)	590,000	Reduce water budget to match expected actuals
Total Parks			\$ 2,526,381	\$ (220,498)	\$ 2,305,883	
Events						
10-72062	Events	Vehicle Lease-Principal	-	9,300	9,300	Split principal and interest/match budget to actual expenditures
10-72063	Events	Vehicle Lease-Interest	17,678	(17,278)	400	Split principal and interest/match budget to actual expenditures
Total Events			\$ 17,678	\$ (7,978)	\$ 9,700	
Engineering						
10-82001	Engineering	Salaries & Wages	868,000	(81,600)	786,400	Decrease due to personnel vacancies during the year
10-82002	Engineering	Payroll Tax Benefit	85,826	(73,626)	12,200	Decrease due to personnel vacancies during the year
10-82004	Engineering	Insurance Benefit	172,801	(2,701)	170,100	Decrease due to personnel vacancies during the year
10-82005	Engineering	Retirement Benefit	130,323	1,277	131,600	Increase to match forecasted expenditures
10-82006	Engineering	Retirement Match Benefit	88,050	1,950	90,000	Increase to match forecasted expenditures
10-82080	Engineering	Vehicle Purchases	-	91,000	91,000	2 F150 Vehicle Purchases Not Included in First Budget Amendment
10-82999	Engineering	Enterprise Fund Administration	(147,640)	62,957	(84,683)	Enterprise Fund administrative charges recalculated May 2023
Total Engineering			\$ 1,197,360	\$ (743)	\$ 1,196,617	
GIS						
10-84001	GIS	Salaries & Wages	328,000	(41,400)	286,600	Decrease due to portion of employee time allocated to Water Fund
10-84002	GIS	Payroll Tax Benefit	14,514	(10,014)	4,500	Decrease due to portion of employee time allocated to Water Fund
10-84005	GIS	Retirement Benefit	48,916	(1,216)	47,700	Decrease due to portion of employee time allocated to Water Fund
Total GIS			\$ 391,430	\$ (52,630)	\$ 338,800	
Planning						
10-85001	Planning	Salaries & Wages	495,000	(78,400)	416,600	Portion due to personnel vacancy during the year/portion due to overbudgeting department
10-85002	Planning	Payroll Tax Benefit	76,815	(70,315)	6,500	Portion due to personnel vacancy during the year/portion due to overbudgeting department
Total Planning			\$ 571,815	\$ (148,715)	\$ 423,100	
Building Services						
10-80001	Building Services	Salaries & Wages	671,000	(23,400)	647,600	Decrease due to personnel vacancy during the year
10-80082	Building Services	Software	-	23,400	23,400	Additional funds for permit software customization (offset-personnel savings)
Total Building Services			\$ 671,000	\$ -	\$ 671,000	

GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
Transfers Out						
10-99135	Transfers Out	Transfer to Public Safety Fund (Police)	\$ -	\$ 875,144	\$ 875,144	Alleviate deficit in Police Services Fund
10-99135	Transfers Out	Transfer to Public Safety Fund (Non-Police)	936,574	(95,030)	841,544	\$6,284-Transfer to Animal Services to cover a portion of the Animal Services building cost; (\$101,314) - Eliminate transfer surplus
10-99135	Transfers Out	Transfer to Public Safety Fund	-	2,206,124	2,206,124	Alleviate deficit fund balance in Public Safety Fund (accounted for in reported fund balance)
10-99253	Transfers Out	Transfer to Public Safety Impact Fee	-	738,265	738,265	Transfer impact fee fund balance to new fund (restricted fund balance in ACFR; no effect to unrestricted)
10-99200	Transfers Out	Transfer to Capital Projects	4,074,011	928,229	5,002,240	Transfer between funds did not match - Amount transfer is off (\$137,522); \$700,000-Animal Control facility build-out;
		Total Transfers Out	\$ 5,010,585	\$ 4,652,732	\$ 9,663,317	\$50,000-Move Finance budgeting software to Capital Projects for ERP "seed" money; \$58,800-STRATA SOW contract
TOTAL EXPENDITURE ADJUSTMENTS - GENERAL FUND			\$ 19,102,355	\$ 4,273,548	\$ 23,375,903	

\$ -

Fund Balance Summary (Excluding ARPA and Public Safety Impact Fees)			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	\$ 4,723,752	\$ 1,619,059	\$ 8,028,453
Additions (Reductions)	(3,104,693)	6,409,394	(1,391,894)
Ending Fund Balance	\$ 1,619,059	\$ 8,028,453	\$ 6,636,559
Number of Months Operating Expenditures	1	4	4
Fund Balance as a % of Expenditures	6%	31%	29%
Fund Balance in Excess (Deficiency) of 3-Month Reserve	(5,132,653)	1,546,083	996,195

City of Herriman						
Public Safety Fund-Police (General Fund) Fiscal Year 2023 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
15-3500	Police	Public Safety Impact Fee	\$ 400,000	\$ (400,000)	\$ -	Move impact fee to separate fund
15-36875	Police	Sale of Capital Assets	-	270,000	270,000	Estimate of revenue from sale of vehicles
15-33669	Police	Finger Printing	-	2,300	2,300	Adjust for estimated actuals
15-33672	Police	Outside Entity Reimbursement	-	40,000	40,000	Event coverage billing (offsets overtime and benefits)
15-39120	Police	Budgeted Use of Fund Balance	373,830	(373,830)	-	Remove budgeted use of fund balance
15-39500	Police	Transfer From General Fund	-	875,144	875,144	Transfer from General Fund to alleviate current year budgeted deficit
15-39500	Police	Transfer From General Fund	-	2,206,124	2,206,124	Transfer from General Fund to alleviate fund balance deficit (prior to FY2023)
TOTAL REVENUE ADJUSTMENTS - POLICE			\$ 773,830	\$ 2,619,738	\$ 3,393,568	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
15-90002	Police	Payroll Tax Benefit	\$ 253,302	\$ 500	\$ 253,802	Overtime and benefits for outside events covered by HPD
15-90003	Police	Overtime	370,060	33,800	403,860	Overtime and benefits for outside events covered by HPD
15-90004	Police	Insurance Benefit	708,923	500	709,423	Overtime and benefits for outside events covered by HPD
15-90006	Police	Retirement Match Benefit	555,556	5,200	560,756	Overtime and benefits for outside events covered by HPD
15-90018	Police	Fuel	140,000	43,500	183,500	Budget currently fully expended; estimate for 3 months of fuel
15-99999	Police	Contribution to Fund Balance	-	2,536,238	2,536,238	Alleviate prior deficit fund balance/current year deficit
TOTAL EXPENDITURE ADJUSTMENTS - POLICE			\$ 2,027,841	\$ 2,619,738	\$ 4,647,579	

City of Herriman Public Safety Fund (Non Police) (General Fund) Fiscal Year 2023 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
15-39500		Transfer From General Fund	\$ 936,574	\$ (95,030)	\$ 841,544	
15-33673	Emergency Services	Grant-State of Utah	-	33,000	33,000	Sandbagger machine grant
TOTAL REVENUE ADJUSTMENTS - PUBLIC SAFETY (NON POLICE)			\$ 936,574	\$ (62,030)	\$ 874,544	
Emergency Services						
15-62001	Emergency Services	Salaries & Wages	32,000	(25,000)	7,000	Position vacant during part of fiscal year
15-62002	Emergency Services	Payroll Tax Benefit	1,616	(1,466)	150	Position vacant during part of fiscal year
15-62056	Emergency Services	Telephone	-	1,300	1,300	Telephone not budgeted for Emergency Manager
15-62740	Emergency Services	Capital Outlay	-	33,000	33,000	Sandbagging machine grant (offsetting grant revenue)
Total Emergency Services			33,616	7,834	41,450	
Animal Services						
15-95018	Animal Services	Fuel	11,000	5,800	16,800	Reflect anticipated actual usage
15-95051	Animal Services	Utilities - Electric	-	1,800	1,800	Utility estimate for Animal Control facility lease
15-95052	Animal Services	Utilities - Natural Gas	-	1,500	1,500	Utility estimate for Animal Control facility lease
15-95053	Animal Services	Utilities - Sanitation	-	375	375	Utility estimate for Animal Control facility lease
15-95054	Animal Services	Utilities - Water and Sewer	-	375	375	Utility estimate for Animal Control facility lease
15-95065	Animal Services	Animal Services Building	-	21,600	21,600	April-June lease (3 months)
15-99999	Animal Services	Contribution to Fund Balance	101,314	(101,314)	-	Eliminate contribution to fund balance
Total Animal Services			112,314	(69,864)	42,450	
TOTAL EXPENDITURE ADJUSTMENTS - PUBLIC SAFETY (NON POLICE)			\$ 824,260	\$ (62,030)	\$ 42,450	

City of Herriman ARPA Fund (General Fund) Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
18-41090		Shosone Pond Improvements	\$ 310,000	\$ 5,000	\$ 315,000	Addition of contingency funds for project
18-41100		Jensen Place Bond Improvements	192,000	5,000	197,000	Addition of contingency funds for project
18-41110		Antelope Meadows Pond Improvements	200,000	5,000	205,000	Addition of contingency funds for project
18-41120		Berwick Pond Improvements	350,000	5,000	355,000	Addition of contingency funds for project
18-41130		Rose Canyon/7300 W Pond Improvements	165,000	180,000	345,000	Complete adjacent unfinished parkstrip and to tie in irrigation controller/will be receiving bond proceeds from the developers due to deficiencies in their work.
18-41151		Mccuiston Storm Drain	60,000	27,500	87,500	Additional funds to complete design for the project
18-41080		Hamilton Farms Storm System	1,636,727	(227,500)	1,409,227	Rosecrest and Hamilton Farms projects have not started. Pulling funds from this project to cover contingency and in progress work. Engineering staff will need to have additional discussions on how to use the remaining funds.
TOTAL EXPENDITURE ADJUSTMENTS -ARPA FUND			\$ 2,913,727	\$ -	\$ 2,913,727	

City of Herriman Parks Impact Fee Fund Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
20-31227	Parks	JVWCD Grant	24,613	6,641	31,254	Amend grant amount to actual costs reimbursed (Juniper Canyon Recreation Area)
20-31228	Parks	State of Utah Grant	150,000	4,990	154,990	Tree species diversity grant
20-31229	Parks	Grant-Salt Lake County	-	1,890,000	1,890,000	\$420K-Juniper Canyon Trailhead Project (4th Quarter Transportation Funds) \$670K-Wide Hollow Trailhead Grant (TRCC Funds); \$800K - Midas Creek Trail Expansion (4th Quarter Transportation Funds)
20-39152		Transfer From Water Rights Impact Fund	-	18,660	18,660	Transfer impact fees from fiscal year 2020 and 2021 that were incorrectly coded to Water Rights Impact Fund (2020-\$2,904; 2021-\$15,756)
TOTAL REVENUE ADJUSTMENTS - PARK IMPACT FEE FUND			\$ 174,613	\$ 1,920,291	\$ 2,094,904	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget	Explanation
20-47625	Parks	0068-1A Juniper Canyon Recreation Area 1A	1,524,613	11,631	1,536,244	Tree species diversity grant; JVWCD grant
20-47626	Parks	0068-1B Juniper Canyon Recreation Area 1B	-	420,000	420,000	Grant from Salt Lake County
20-47628	Parks	0136-00 Wide Hollow Trailhead	-	670,000	670,000	Grant from Salt Lake County
20-47634	Parks	0078-02 Midas Creek Trail Asphalt Improvement Ph 2	-	800,000	800,000	Grant from Salt Lake County
20-4890	Parks	Budgeted Increase in Fund Balance	564,362	16,560	580,922	
20-90222	Parks	Transfer to Road Impact Fee Fund	-	2,100	2,100	Transfer impact fees from fiscal year 2020 that were incorrectly coded to Parks Impact Fee Fund
TOTAL EXPENDITURE ADJUSTMENTS - PARK IMPACT FEE FUND			\$ 2,088,975	\$ 1,920,291	\$ 4,009,266	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	3,879,208	5,471,968	6,915,696
Additions (Reductions)	1,592,760	1,443,728	580,922
Ending Fund Balance	\$ 5,471,968	\$ 6,915,696	\$ 7,496,618

City of Herriman Storm Drain Impact Fee Fund Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
21-37700		Storm Drain Fees	446,516	(446,516)	-	Move revenue and expenditures to new fund
21-36100		Interest Income	10,000	(10,000)	-	Move revenue and expenditures to new fund
21-3900		Budgeted Use of Fund Balance	283,534	2,573,281	2,856,815	Move fund balance to new fund
TOTAL REVENUE ADJUSTMENTS - STORM DRAIN IMPACT FEE FUND			\$ 740,050	\$ 2,116,765	\$ 2,856,815	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
21-49717		0058-00 Dansie Blvd	16,300	(16,300)	-	Move revenue and expenditures to new fund
21-48350		0120-00 Master Planning-Storm Drain	75,000	(75,000)	-	Move revenue and expenditures to new fund
21-48360		00103-00 Rose Creek Storm Drain	570,000	(570,000)	-	Move revenue and expenditures to new fund
21-48367		0058-00 Herriman Main Street Widening	78,750	(78,750)	-	Move revenue and expenditures to new fund
21-48911		Transfer Out - Storm Drain Impact Fee Fund	-	2,856,815	2,856,815	Move fund balance to new fund
TOTAL EXPENDITURE ADJUSTMENTS - STORM DRAIN IMPACT FEE FUND			\$ 740,050	\$ 2,116,765	\$ 2,856,815	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	2,552,773	2,247,810	2,856,815
Additions (Reductions)	(304,963)	609,005	(2,856,815)
Ending Fund Balance	\$ 2,247,810	\$ 2,856,815	\$ -

City of Herriman Road Impact Fee Fund Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
22-3900		Budgeted Use of Fund Balance	950,021	647,251	1,597,272	Use of fund balance for reimbursement agreements
22-39122		Transfer From Parks Impact Fee Fund	-	2,100	2,100	Transfer impact fees from fiscal year 2020 that were incorrectly coded t
22-39152		Transfer From Water Rights Impact Fund	-	27,426	27,426	Transfer from Water Rights Fund for fiscal year 2020 and 2021 impact fees coded to incorrect fund (2020-\$18,786; 2021-\$8,641)
TOTAL REVENUE ADJUSTMENTS - ROAD IMPACT FEE FUND			\$ 950,021	\$ 676,777	\$ 1,626,798	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
22-49714		0139-00 WSH-Autumn Crest Transportation (Reimb)	400,000	569,100	969,100	"Catch up" of agreement. Was budgeted over 5 years; agreement is now complete.
22-49730		0102-00 Rose Canyon Widening Reimbursement	18,881	107,100	125,981	Agreement terms were fulfilled and was paid in full during FY2023
22-49923		Transfer to Public Safety Impact Fee Fund	-	577	577	Transfer impact fees from fiscal year 2020 erroneously coded to Road Impact Fees instead of Public Safety Impact Fees
TOTAL EXPENDITURE ADJUSTMENTS - ROAD IMPACT FEE FUND			\$ 418,881	\$ 676,777	\$ 1,095,658	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	(296,011)	86,259	2,217,045
Additions (Reductions)	382,270	2,130,786	(1,597,272)
Ending Fund Balance	\$ 86,259	\$ 2,217,045	\$ 619,773

City of Herriman Public Safety Impact Fee Fund (NEW) Fiscal Year 2023 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
23-3500	Police	Public Safety Impact Fee	\$ -	\$ 400,000	\$ 400,000	Move Public Safety Impact Fee from General Fund (Police) to separate fund
23-39110	Police	Transfer From General Fund	-	738,265	738,265	Transfer prior years' fund balance (restricted) - Impact Fee
23-39022	Police	Transfer From Road Impact Fee Fund	-	577	577	Transfer impact fees from fiscal year 2020 erroneously coded to Road Impact Fees
23-39053	Police	Transfer From Water Impact Fee Fund	-	5,599	5,599	Transfer impact fees from fiscal year 2020 erroneously coded to Water Impact Fees
23-39024	Police	Transfer From Fire Impact Fee Fund	-	866	866	Transfer Public Safety Impact Fees erroneously coded to the Fire Impact Fee Fund during fiscal year 2021
TOTAL REVENUE ADJUSTMENTS - PUBLIC SAFETY IMPACT FEE			\$ -	\$ 1,145,307	\$ 1,145,307	

GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
23-99010		Transfer to General Fund	\$ -	\$ 337	\$ 337	Transfer credit card surcharge erroneously coded to Public Safety Impact Fees in fiscal year 2020
23-99051		Transfer to Water Fund	-	131	131	Transfer jumper fee erroneously coded to Public Safety Impact Fees in fiscal year 2020
23-99024		Transfer to Fire Impact Fee Fund	-	1,332	1,332	Transfer Fire Impact Fees erroneously coded to Public Safety Impact Fees during fiscal year 2020
23-99999	Police	Budgeted Increase in Fund Balance	-	1,143,507	1,143,507	
TOTAL EXPENDITURE ADJUSTMENTS - PUBLIC SAFETY IMPACT FEE			\$ -	\$ 1,145,307	\$ 1,145,307	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	\$ -	\$ -	\$ -
Additions (Reductions)	-	-	1,143,507
Ending Fund Balance	\$ -	\$ -	\$ 1,143,507

City of Herriman
Fire Impact Fee Fund Proposed Fiscal Year 2023 Budget Amendments

GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
24-36010		Revenue - Fire Impact Fee	\$ -	\$ 535,000	\$ 535,000	Move budgeted impact fee revenue from Fire Safety Area to new fund.
24-36027		Transfer In - Fire Safety Area	-	636,840	636,840	Transfer fund balance from Fire Safety Area to Fire Impact Fee Fund
24-36023		Transfer In - Public Safety Impact Fee Fund	-	1,332	1,332	Transfer Fire Impact Fees erroneously coded to Public Safety Impact Fees during fiscal year 2020
TOTAL REVENUE ADJUSTMENTS - FIRE SERVICE AREA FUND			\$ -	\$ 1,173,172	\$ 1,173,172	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
24-47999		Contribution to Fund Balance	-	1,172,306	1,172,306	
24-47923		Transfer to Public Safety Impact Fee Fund	-	866	866	Transfer Public Safety Impact Fees erroneously coded to the Fire Impact Fee Fund during fiscal year 2021
TOTAL EXPENDITURE ADJUSTMENTS - FIRE SERVICE AREA FUND			\$ -	\$ 1,173,172	\$ 1,173,172	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	-	-	-
Additions (Reductions)	-	-	1,172,306
Ending Fund Balance	\$ -	\$ -	\$ 1,172,306

City of Herriman Fire Service Area Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
27-31110		UFSA Fund Balance	\$ 80,000	\$ (42,000)	\$ 38,000	Reduce revenue to match actuals
27-36010		Revenue - Fire Impact Fee	535,000	(535,000)	-	Move fire impact fees to new fund
27-36100		Interest Income	-	150,000	150,000	
TOTAL REVENUE ADJUSTMENTS - FIRE SERVICE AREA FUND			\$ 615,000	\$ (427,000)	\$ 188,000	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
27-47105		Contract Services	\$ 5,200,000	\$ 201,300	\$ 5,401,300	Increase to match actuals/possible debt service payment not included
27-47510		Capital Outlay	-	13,074	13,074	City's portion of seismic upgrades to Station 103 (per Council approved agreement)
27-4900		Budgeted Increase in Fund Balance	2,130,000	(1,278,214)	851,786	Move fire impact fees to new fund
27-49024		Transfer to Fire Impact Fee Fund	-	636,840	636,840	Transfer restricted fund balance to Fire Impact Fee Fund
TOTAL EXPENDITURE ADJUSTMENTS - FIRE SERVICE AREA FUND			\$ 7,330,000	\$ (427,000)	\$ 6,903,000	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	-	(3,467)	1,869,789
Additions (Reductions)	(3,467)	1,873,256	851,786
Ending Fund Balance	\$ (3,467)	\$ 1,869,789	\$ 2,721,575

City of Herriman Capital Projects Fund Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
40-36118	Parks	Grant - State of Utah	\$ -	\$ 10,194	\$ 10,194	Tree species diversity grant
40-36050		Transfer From General Fund	3,936,489	1,065,751	5,002,240	Transfer for Animal Services building tenant improvements; \$50,000-Finance Department budget for budgeting software; proposed transfer to Capital Projects for ERP "seed" money
40-36099		Interest Income	210,000	55,000	265,000	Due to greater than anticipated earnings
40-36098		Interest Income-Bond Proceeds	-	340,000	340,000	Recognize interest income earned from bond proceeds (Offset-Main Street Widening Project)
40-36100		Miscellaneous Income	-	2,600	2,600	Reimbursement for appraisal/ACUB purchase
40-36111		Reimbursement-Sewer District	-	406,771	406,771	Reimbursement for sewer portion of Hidden Oaks Backbone
40-36303		Reimbursement-Herriman Main St Project	-	862,032	862,032	Reimbursement by Ivory Homes for improvements related to the Herriman Main St Widening Project (Hidden Oaks)
40-36102		Proceeds - Sale of Property	-	682,773	682,773	Slope easement abandonment-\$19,969; sale of 5452 W Herriman Blvd (Herriman 73 Partners)-\$662,804 (reduces outstanding interfund loan)
40-36056		Transfer From Water Rights Fund	10,485,370	(662,804)	9,822,566	Reduce for portion of interfund loan being paid back
TOTAL REVENUE ADJUSTMENTS - CAPITAL PROJECTS FUND			\$ 14,631,859	\$ 2,762,317	\$ 17,394,176	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
40-47598		Property Acquisition	\$ 5,843,681	\$ 2,600	\$ 5,846,281	Reimbursement for appraisal (offsetting revenue)
40-47598	Parks	0074-00 Main Street Park Strips and Open Space	900,506	10,194	910,700	Tree Species Grant
40-47614	Animal Control	Animal Services Tenant Finish	-	700,000	700,000	Council directed amount for tenant finish of the Animal Services building.
40-47615	Finance	ERP System Replacement	-	50,000	50,000	Transfer budgeting software budget in Finance Department to Capital Projects-ERP system "seed" money
40-48000	Community Development	City-Wide Fiber Optic Network	-	58,800	58,800	STATA Network SOW approved November 2022
40-47562	Streets	0058-00 Herriman Main Street Widening	10,650,074	1,202,032	11,852,106	Offset to Ivory Homes reimbursement for improvements related to the Main Street Widening Project; bond proceed interest
40-47566	Community Development	0061-00 Hidden Oaks Backbone	1,025,309	738,691	1,764,000	Total project estimate-\$2.6 million
TOTAL EXPENDITURE ADJUSTMENTS - CAPITAL PROJECTS FUND			\$ 18,419,570	\$ 2,762,317	\$ 21,181,887	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	(12,173,678)	(6,469,722)	3,333,738
Additions (Reductions)	5,703,956	9,803,460	(1,578,840)
Ending Fund Balance	\$ (6,469,722)	\$ 3,333,738	\$ 1,754,898
Interfund Loan (Water Rights Impact)	\$ 10,485,370	\$ 10,485,370	\$ -
Adjusted Ending Balance	\$ 4,015,648	\$ 13,819,108	\$ 1,754,898

City of Herriman
Water Fund Proposed Fiscal Year 2023 Budget Amendments

GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
51-38875	Water	Sale of Fixed Assets	-	18,000	18,000	Sale of Unit 182 and 187
51-38228	Water	Grant - State of Utah	-	1,000,000	1,000,000	Grant received from the state of Utah for the Olympia Water Tank project.
51-39223	Water	Transfer From Public Safety Impact Fee Fund	-	131	131	Transfer jumper fee erroneously coded to Public Safety Impact Fees in fiscal year 2020
51-39252	Water	Transfer From Water Rights Impact Fund	-	731	731	Transfer water connection and jumper fees incorrectly coded in fiscal year 2021 to Water Rights Impact Fund
51-39999	Water	Use of Fund Balance	12,651,290	645,655	13,296,945	
TOTAL REVENUE ADJUSTMENTS - WATER FUND			\$ 12,651,290	\$ 1,664,517	\$ 14,315,807	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
Administration						
51-80001	Water	Salaries & Wages	335,000	(39,200)	295,800	
51-80002	Water	Payroll Tax Benefit	25,815	(21,015)	4,800	
Total Administration			\$ 360,815	\$ (60,215)	\$ 300,600	
Maintenance						
51-81001	Water	Salaries & Wages	765,000	213,500	978,500	
51-81002	Water	Payroll Tax Benefit	365,000	(349,700)	15,300	
51-81004	Water	Insurance Benefit	-	226,000	226,000	
51-81005	Water	Retirement Benefit	-	164,500	164,500	
51-81006	Water	Retirement Match Benefit	-	106,600	106,600	
51-81080	Water	Vehicle Purchases	980,857	54,800	1,035,657	Ford F150 purchase not included in first budget amendment
Total Maintenance			\$ 2,110,857	\$ 415,700	\$ 2,526,557	
Capital Outlay						
51-48134	Water	Olympia Zone 3 Culinary Water Tank	\$ -	\$ 1,000,000		Grant received from the state of Utah for construction of the tank.
Debt Service						
51-47100	Water	Interest Expense	829,868	300,032	1,129,900	Interest expense not correct in FY2023 budget
51-47601	Water	Trustee Fees	-	9,000	9,000	Trustee fees not included in FY2023 budget
Total Debt Service			\$ 829,868	\$ 309,032	\$ 1,138,900	
TOTAL EXPENDITURE ADJUSTMENTS - WATER FUND			\$ 3,301,540	\$ 1,664,517	\$ 3,966,057	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	(16,025,623)	(1,658,449)	22,305,266
Additions (Reductions)	14,367,174	23,963,715	(13,296,945)
Ending Fund Balance*	\$ (1,658,449)	\$ 22,305,266	\$ 9,008,321

*Fund balance equals current assets less current liabilities. \$5,000,000 of bond projects in FY2024 approved budget

City of Herriman Water Rights Fund Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
52-3900		Use of Fund Balance	13,101,870	(613,118)	12,488,752	
TOTAL REVENUE ADJUSTMENTS - WATER RIGHTS FUND			\$ 13,101,870	\$ (613,118)	\$ 12,488,752	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
52-89999		Transfer to Capital Projects	10,485,370	(662,804)	9,822,566	Reduction in transfer for interfund loan with Capital Projects
52-89020		Transfer to Park Impact Fee Fund		18,660	18,660	Transfer impact fees from fiscal year 2020 and 2021 that were incorrectly coded to Water Rights Impact Fund (2020-\$2,904; 2021-\$15,756)
52-89022		Transfer to Road Impact Fee Fund		27,426	27,426	Transfer impact fees from fiscal year 2020 and 2021 that were incorrectly coded to Water Rights Impact Fund (2020-\$18,786; 2021-\$8,641)
52-89051		Transfer to Water Fund		731	731	Transfer water connection and jumper fees incorrectly coded to Water Rights Impact Fund
52-89053		Transfer to Water Impact Fee Fund		2,869	2,869	Transfer impact fees from fiscal year 2020 that were incorrectly coded to Water Rights Impact Fund
TOTAL EXPENDITURE ADJUSTMENTS - WATER RIGHTS FUND			\$ 10,485,370	\$ (613,118)	\$ 9,872,252	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	14,718,995	16,064,088	15,967,361
Additions (Reductions)	1,345,093	(96,727)	(12,488,752)
Ending Fund Balance	\$ 16,064,088	\$ 15,967,361	\$ 3,478,609

City of Herriman Water Impact Fee Fund Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
53-3900		Use of Fund Balance	7,394,270	850,119	8,244,389	
53-39152		Transfer From Water Rights Impact Fund	-	2,869	2,869	Transfer of impact fees from fiscal year 2020 that were incorrectly coded to Water Rights Impact Fund
TOTAL REVENUE ADJUSTMENTS - WATER IMPACT FEE FUND			\$ 7,394,270	\$ 852,988	\$ 8,247,258	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
53-48733		0138-00 WSH Autumn Crest Water Reimbursement	367,780	843,047	1,210,827	Original agreement was set over 5 years; developer met reimbursement requirements in FY2023.
53-47992		Transfer to Public Safety Impact Fee Fund	-	5,599	5,599	Transfer Public Safety Impact Fees erroneously coded to the Water Impact Fee Fund during fiscal year 2020 and 2021 (2021-\$2,885; 2020-\$2,714)
53-47993		Transfer to Herriman Towne Center CDA	-	4,342	4,342	Transfer road impact and water impact fees erroneously coded to the Water Impact Fee Fund during fiscal year 2020
TOTAL EXPENDITURE ADJUSTMENTS - WATER IMPACT FEE FUND			\$ 367,780	\$ 852,988	\$ 1,220,768	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	18,914,929	21,281,842	3,434,344
Additions (Reductions)	2,366,913	(17,847,498)	(8,244,389)
Ending Fund Balance*	\$ 21,281,842	\$ 3,434,344	\$ (4,810,045)

*Fund balance includes \$3,600,000 budgeted for Herriman Main Street project. Funds will only be used if bond proceeds is insufficient to cover.

City of Herriman Storm Water Fund Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
55-39999		Use of Fund Balance	1,044,347	(495,539)	548,808	Reduction of fund balance usage due to reduction in L&L Hamilton Park budget and recalculation of administrative charges from the General Fund.
TOTAL REVENUE ADJUSTMENTS - STORM WATER FUND			\$ 1,044,347	\$ (495,539)	\$ 548,808	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
Administration						
55-60905	Storm Water	Administrative - General (Interfund)	384,376	(184,376)	200,000	Recalculation of Administrative Charges for General Fund services provided to the Storm Water Fund
55-60190	Storm Water	Bank and Credit Card Processing	-	14,200	14,200	Credit card processing fees previously charged to General Fund now being charged to Storm Water Fund.
Total Administration			\$ 384,376	\$ (170,176)	\$ 214,200	
Engineering						
55-62905	Storm Water	Administrative - General (Interfund)	90,000	30,000	120,000	Recalculation of Administrative Charges for engineering services provided by the General Fund
Capital Projects						
55-63001		0073-00 L&L Hamilton Park	556,485	(355,363)	201,122	Terms of agreement have been fulfilled.
TOTAL EXPENDITURE ADJUSTMENTS - STORM WATER FUND			\$ 1,030,861	\$ (495,539)	\$ 535,322	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	185,446	356,442	570,054
Additions (Reductions)	170,996	213,612	(548,808)
Ending Fund Balance*	\$ 356,442	\$ 570,054	\$ 21,246

*Ending fund balance is unrestricted net position per ACFR

City of Herriman Storm Drain Impact Fee Fund Proposed Fiscal Year 2023 Budget Amendments						
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
56-37700		Storm Drain Fees	-	446,516	446,516	Revenue and expenditures transferred from previous fund
56-36100		Interest Income	-	10,000	10,000	Revenue and expenditures transferred from previous fund
56-3900		Transfer In - Storm Drain Impact Fee Fund	-	2,856,815	2,856,815	Revenue and expenditures transferred from previous fund
TOTAL REVENUE ADJUSTMENTS - STORM DRAIN IMPACT FEE FUND			\$ -	\$ 3,313,331	\$ 3,313,331	
GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
56-49717		0058-00 Dansie Blvd	-	16,300	16,300	Revenue and expenditures transferred from previous fund
56-48350		0120-00 Master Planning-Storm Drain	-	75,000	75,000	Revenue and expenditures transferred from previous fund
56-48360		00103-00 Rose Creek Storm Drain	-	570,000	570,000	Revenue and expenditures transferred from previous fund
56-48367		0058-00 Herriman Main Street Widening	-	78,750	78,750	Revenue and expenditures transferred from previous fund
56-48999		Contribution to Fund Balance		2,573,281	2,573,281	Revenue and expenditures transferred from previous fund
TOTAL EXPENDITURE ADJUSTMENTS - STORM DRAIN IMPACT FEE FUND			\$ -	\$ 3,313,331	\$ 3,313,331	

Fund Balance Summary			
	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	-	-	-
Additions (Reductions)	-	-	2,573,281
Ending Fund Balance	\$ -	\$ -	\$ 2,573,281

HERRIMAN, UTAH

RESOLUTION NO. R -2023

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL
APPROVING AN AMENDMENT TO THE 2022-2023
FISCAL YEAR BUDGET**

WHEREAS, the Herriman City Council ("Council") met in regular meeting on June 14, 2023, to consider, among other things, approving an amendment to the 2022-2023 fiscal year budget; and

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

WHEREAS, the Council determines that the amendment presented to the Council is necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Council that the budget for the period of July 1, 2022, through June 30, 2023, is hereby amended as set forth on the attached amended budget.

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

PASSED AND APPROVED by the Council of Herriman, Utah, this 14th day of June, 2023.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: May 22, 2023

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer

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

RECOMMENDATION:

Staff recommends the authorization to declare surplus and dispose of a 2002 John Deere 5420 Tractor

ISSUE BEFORE COUNCIL:

Does the City Council want to declare the 2002 John Deere 5420 Tractor as surplus and authorize the City Manager to establish a base bid for the property?

BACKGROUND/SUMMARY:

Herriman City Code 1-10-14(C) and (D) outlines the process when property greater than \$10,000 needs to be surplus. Once the City Manager (or Designee) considers an item surplus, a list of those items is presented to the City Council for consideration to be declared surplus. The Deputy Director of Parks, Recreation, and Events has requested a 2002 John Deere 5420 Tractor be declared surplus.

DISCUSSION:

The 2002 John Deere 5420 Tractor will be replaced with a new tractor. The current tractor is over 20 years old has a high amount of service hours (31926). If approved, the City Manager will establish a base bid and authorize the property to be disposed of.

ALTERNATIVES:

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

FISCAL IMPACT:

The City will receive at least the minimum bid amount for the tractor if sold. Finance estimates this amount to be \$20,000. The proceeds will be used to offset the cost of a new tractor.

ATTACHMENTS:

Surplus Property Memo



Memo

To: Nathan Cherpeski, City Manager
Wendy Thomas, Assistant City Manager

CC: Anthony Teuscher, Deputy Director Parks, Recreation, & Events

From: Kyle Maurer, Finance Director

Date: May 22, 2023

RE: Request for Property to be Declared Surplus – 2002 John Deere 5420 (Serial Number LVSG066101850)

I have received a request from Deputy Director Teuscher to surplus a 2002 John Deere Tractor (serial number LVSG066101850). Per Herriman City Code 1-10-14(C) and (D):

Whenever city property is surplus, unused, obsolete, unsuitable or otherwise no longer needed and the estimated reasonable value is more than ten thousand dollars (\$10,000.00), the director or department manager having control of such property shall promptly so notify the City Manager, or Designee...

The City Manager, or Designee, shall prepare and present a listing to the City Council of all City owned real property which the City Manager feels is no longer needed by the city and which can be declared surplus...

Deputy Director Teuscher has received a trade-in appraisal of \$20,000. I would recommend setting the minimum value at \$20,000. A quick search of public auctions shows this is a fair price, given the age and high service hours on the equipment.

I approve declaring the 2002 John Deere 5420 VIN LV5420P246005 as surplus and direct staff to present this piece of equipment to the City Council as surplus.

Nathan Cherpeski, City Manager

Wendy Thomas, Assistant City Manager



Surplus Vehicle Request-John Deere Tractor

Final Audit Report

2023-05-22

Created:	2023-05-22
By:	Kyle Maurer (kmaurer@herriman.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV22-HKkQ47VXtmv4Ce8HW8GZZATQnglC

"Surplus Vehicle Request-John Deere Tractor" History

-  Document created by Kyle Maurer (kmaurer@herriman.org)
2023-05-22 - 4:53:52 PM GMT- IP address: 52.112.117.10
-  Document emailed to Wendy Thomas (wthomas@herriman.org) for signature
2023-05-22 - 4:54:38 PM GMT
-  Email viewed by Wendy Thomas (wthomas@herriman.org)
2023-05-22 - 4:58:38 PM GMT- IP address: 104.47.58.126
-  Document e-signed by Wendy Thomas (wthomas@herriman.org)
Signature Date: 2023-05-22 - 4:59:31 PM GMT - Time Source: server- IP address: 66.232.89.82
-  Document emailed to ncherpeski@herriman.org for signature
2023-05-22 - 4:59:32 PM GMT
-  Email viewed by ncherpeski@herriman.org
2023-05-22 - 5:11:32 PM GMT- IP address: 104.47.70.126
-  Signer ncherpeski@herriman.org entered name at signing as Nathan Cherpeski
2023-05-22 - 5:15:47 PM GMT- IP address: 66.232.89.82
-  Document e-signed by Nathan Cherpeski (ncherpeski@herriman.org)
Signature Date: 2023-05-22 - 5:15:49 PM GMT - Time Source: server- IP address: 66.232.89.82
-  Agreement completed.
2023-05-22 - 5:15:49 PM GMT



STAFF REPORT

DATE: May 24, 2023
TO: The Honorable Mayor and City Council
FROM: Nathan Cherpeski
SUBJECT: Amending the City Council Rules of Procedure

RECOMMENDATION:

Adopt resolution ____ amending City Council Rules of Procedure.

ISSUE BEFORE COUNCIL:

Should the council amend their rules of procedure to update public comment processes and add information on recusals and abstentions?

BACKGROUND/SUMMARY:

Council requested changes to their rules of procedure to allow greater public interaction and to address how councilors can recuse for conflicts of interest. On May 10, 2023, council discussed the changes and directed staff to bring forward the attached amendment to the Council Rules of Procedure.

DISCUSSION:

Amended language in the attached policy to clarifies how Council may interact with public commenters as well as language discussing abstentions and recusals. Those changes are found on pages 4 and 5 of the attached policy.

ALTERNATIVES:

1. Adopt the attached resolution amending the City Council Rules of Procedure
2. Decline to act at this time and provide staff further direction

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution ____
Proposed Changes to Council Rules of Procedure

COUNCIL RULES OF PROCEDURE

Powers and Duties of the Mayor and Mayor Pro Tempore

The Mayor is a regular and voting member of the Council, Chair of the Council and preside at all Council meetings, exercises ceremonial functions for the City, keeps the peace and enforce the laws of the City, ensures that all applicable statutes and ordinances and resolutions are faithfully executed and observed, performs duties prescribed by statute, ordinance, or resolution, recommends for Council consideration any measures that the Mayor considers to be in the best interests of the City.

On an annual basis, at its first regular meeting in January the Council shall elect one of its members as Mayor Pro Tempore and the Recorder shall enter in the minutes of the Council meeting the election of Mayor Pro Tempore. If the Mayor is absent, unable, or refuses to act the Mayor Pro Tempore shall preside at Council meetings; and perform the duties and functions of the Mayor, during the Mayor's absence, disability, or refusal to act.

City Council Relations

The following are guidelines or rules of conduct for Council Members to use in relations and contact with each other, City Staff and members of the public. The points contained herein are intended to assist in maintaining the important distinction between the policy and legislative role of Council versus the administrative/management role of the City Manager/Staff. Although written to Council Members, these guidelines are also applicable to the Mayor, except as noted.

- a. **Representing the Council:** Council Members do not have authority to commit the City to positions without a vote or consent of the entire Council.
- b. **Complaints from Citizens:** Citizen complaints received by individual Council Members should be referred to the City Manager and/or City Attorney for delegation, investigation, resolution, and follow-up to the citizen. The respondent for the complaint should also ensure the City Manager and requesting Council Member(s) are made aware of the response (e.g. Courtesy Copy on an email). A vast majority of complaints concern enforcement issues handled by different City departments. Personal Council involvement in enforcement (which requires the interpretation of ordinances and laws) could cause legal problems.
- c. **Meeting Minutes:** Council minutes convey a summary of discussion and action taken on items of business. Digital recordings and written minutes are retained as required by law. Draft minutes are provided by the City Recorder to Council Members who are requested to suggest necessary clarifications or modifications to the minutes. All changes to draft minutes shall be made by the City Recorder's office and shall be provided to the other Council Members by the City Recorder's office.

- d. **Ordinance / Resolution Preparation:** City Attorney and staff shall prepare all ordinances and resolutions for Council consideration. All staff ordinances and resolutions must be reviewed by the city attorney and approve the form and content.
- e. **Lobbying:** Lobbying of Council Members by fellow Council Members outside of or even during discussion on matters at a meeting sometimes occurs and may be helpful. However, attempts by Council Members to influence individual Staff members' views on issues that are under study or review for later consideration by the entire Council are improper and should be avoided to ensure Staff may be as objective as possible in their work recommendations to the Council.
- f. **Private Disputes:** On occasion, individual residents or neighborhoods will come forth with problems of a purely private nature. These typically include overhanging trees, Covenant, Conditions & Restrictions (CC&Rs) enforcement, and boundary line or fence disputes. The City has no legal jurisdiction in such matters, and therefore Council should not get involved. Intercession in such matters will needlessly consume time and taxpayers' dollars and could potentially expose the City to liability. If Council is not clear whether a reported problem is properly within the City's jurisdiction, he/she should refer to the City Manager and/or City Attorney for input.
- g. **Use of Staff for City Business and Private Business:** Asking Staff for help on personal business or problems can present a dilemma and conflicts and should be avoided.
- h. **Request for Information:** All requests for information should include the City Manager. The City Manager shall respond to the requestor and the remainder of the City Council, as deemed appropriate.
- i. **Policing Problems:** It is the Council's responsibility to police and correct any problems among its members. Hopefully difference of opinions on issues will be handled with the attitude that individuals can *respectfully* disagree.

City Council Agenda

Only matters listed on the agenda may be considered for formal action. Any item the City Council requests to be placed on the agenda require a request from at least two Council Members but the other Council Members shall be informed . In order for an item to be removed from an agenda the applicant must request in writing to have an item removed, or the individual preparing the agenda item does not have all necessary documentation at the predetermined deadline (which is typically three (3) weeks prior to the said meeting. The agenda is prepared by the City Manager and Assistant City Manager and submitted to the Council for review. Upon Council approval, the agenda shall be posted. Once the agenda is posted it shall not be amended or modified except by the Council pursuant to motion and majority vote. Provided however, matters or items may be added to an agenda because of unforeseen circumstances of an emergency or urgent nature as determined in writing by the City Manager or Assistant City Manager and the writing is delivered

to the Council at the time the matter or item is added to the agenda. The Council may, by motion and majority vote, proceed out of order to any order of business and return to order.

To expedite progress of the meeting, the chair may announce that the presenter would like to withdraw the motion, and ask if there is any objection. If no one objects, the chair can go on to the next item of business, because a unanimous lack of objection is, in effect, a unanimous vote to delete the item from the agenda.

The Council shall consider business in the following order:

1. Work/Briefing Session (generally work/briefing sessions start at 5:00 p.m. and regular sessions starts at 7:30 p.m., or convened upon call as provided herein).
2. Regular Session Welcome, Introduction & Preliminary Matters
 - a. Invocation/thought/reading

The Council has traditionally invited the presentation of thoughts, readings, and invocations as part of the opening ceremonies of regular council meetings (specifically excluding work sessions). The opening ceremonies is solely for a secular purpose, among others reasons, to (1) provide a moment during which Council members and the audience reflect on the importance of the business before the Council; (2) promote an atmosphere of civility; (3) encourage lofty thoughts and high-mindedness; (4) recognize cultural diversity; (5) foster sensitivity for and recognize the uniqueness of all segments of our community. The presentations shall be done on a volunteer basis and without cost to the City. The presentations are intended to be nondenominational and non-proselytizing in charter and not exceed two minutes in length. (The person offering the invocation/thought/reading will be referred to as the presenter). The presenter will be allowed up to two minutes to speak. Staff shall monitor, with a timer, the amount of time for such invocation/thought/reading and to clearly indicate to such presenter (through signs and an audible alarm, or other reasonable methods) when the presenter's allotted time has expired. Upon expiration of the presenter's allotted time, the chair will request the presenter to conclude the invocation/thought/reading. If the presenter fails to comply with the request, then the chair may direct that the presenter be removed from the meeting. The City will not dictate the form or content of any such presentation. It is the intent of the Council to seek out a wide variety of community organizations, churches, and individuals to offer invocation, thoughts, and readings. The City Recorder is hereby

directed to implement the policy set forth above. The City Recorder is specifically directed to schedule at least two weeks in advance the presentation of invocation/thought/reading at each regular Council meetings, that if the scheduled presenter does not show up ensure that no last minutes substitution is made (volunteer from staff, audience, or council will not be solicited), that the City solicit on a semiannual basis participation from a broad group of potential participants, including but not limited to, area churches, and civic groups, that any individual desiring to participate be given the opportunity to participate, that the City Recorder prepare a “suggestion for presenters” outlining the City’s goals and objectives for the opening ceremony, and that such suggestion for presenter be given to each proposed presenters.

- a. Pledge of Allegiance
- b. Council Comments/Recognitions
- c. Mayor Comments/Recognitions
- d. Public comments

The purpose of public comment is to allow citizens to address the Council. Citizens requesting to address the Council will be asked to complete a written comment form and present it to a designated peace officer. 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. Staff shall monitor, with a timer, the amount of time for public comment and clearly indicate to such presenter (through signs and an audible alarm, or other reasonable methods) when the presenter’s allotted time has expired. 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); request additional information from staff; ask clarifying questions of the citizen or staff; 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.

3. City Council Board and Committee Reports

Council Members will present a summary report on the City committees or external boards to which they are assigned. If the Council Member would like to engage the Council in a longer discussion of Council policy with respect to a committee or organization (e.g. a proposed tax or fee increase from a district serving the City), this may be better scheduled as a work meeting or regular council meeting discussion item.

4. Reports, Presentations, and Appointments
5. Consent Agenda

The Consent Agenda consists of items that are administrative actions where no additional discussion is needed or which are routine in nature, including meeting minutes. All items on the Consent Agenda shall be adopted by a single motion and roll call vote. Concerns about items on the Consent Agenda should be addressed in work session. The Council can remove an item from the Consent Agenda for discussion by a majority vote, the item will keep its agenda number and will be added to the Discussion and Action Items portion of the agenda for discussion, unless placed otherwise by the Council.

6. Discussion and Action Items
7. Calendar Meetings and Events
8. Closed Session (If Needed)

Voting

Voting shall be in the form of “aye” “yes” “or” “nay” “no.” ” vote. All votes requiring a majority shall be a majority of the quorum present including those attending the meeting electronically, except where State law ~~requires~~requires otherwise. An expression of “abstain” during voting shall be considered and recorded as a no vote. However, if a Councilor recuses themselves from all debate and voting on the issue due to an actual financial conflict of interest, their recusal shall not be counted as a no vote. It will be recorded as an absence. A Council member who abstains on a question, or is absent, may not move to reconsider that question. In the case of a tie vote, the motion shall fail. Council members shall not explain their votes during the call of the roll or at the time of a voice vote. However, at the conclusion of the vote, any Council member may request a point of personal privilege to give an explanation of their vote.

When Council Members Shall Vote/Conflicts

Every Council member who is deemed present (either in person or by electronic means) at the time the vote is called shall vote. On a roll call vote, votes shall be cast as the roll is called. Roll call votes shall proceed as directed by the Chair. Any Council Member who has a financial interest in any issue pending before the Council shall comply with applicable provision of law including, but not limited to, Utah Code Ann. § 10-3-1301 et seq.

Electronic Meetings

The Council may hold electronic meeting as set forth in Herriman Code of Ordinances §1-6-5.

Memorials

Memorials shall be adopted in the form of resolutions or motions, as may be deemed appropriate, and shall be used as a statement of policy to respond to or commend persons or groups for notable activities which have been called to the attention of the council.

Parliamentary Procedure/Meetings/Motions

The purpose of parliamentary procedure is to make it easier for people to work together effectively and to help groups accomplish their purposes. Rules of procedure should assist a meeting, not inhibit it.

A meeting can deal with only one matter at a time. The various kinds of motions have therefore been assigned an order of precedence

All members have equal rights, privileges and obligations. One of the chairpersons' main responsibilities is to use the authority of the chair to ensure that all people attending a meeting are treated equally, for example, not to permit a vocal few to dominate the debates.

A majority vote decides an issue. In any group, each member agrees to be governed by the vote of the majority. Parliamentary rules enable a meeting to determine the will of the majority of those attending a meeting.

The rights of the minority must be protected at all times. Although the ultimate decision rests with a majority, all members have such basic rights as the right to be heard and the right to oppose. The rights of all members should be the concern of every member, for a person may be in a majority on one question, but in minority on the next item.

Every matter presented for decision should be discussed fully. The right of every member to speak on any issue is as important as each member's right to vote.

Every member has the right to understand the meaning of any question presented to a meeting, and to know what effect a decision will have. A member always has the right to request information on any motion he or she does not thoroughly understand. Moreover, all meetings must be characterized by fairness and by good faith. Parliamentary strategy is the art of using procedure legitimately to support or defeat a proposal.

Debate on Motions

Business is accomplished in meetings by means of debating motions. The word "motion" refers to a formal proposal by two members (the mover and seconder) that the meeting take certain action. A meeting should not consider any matter unless it has been placed before the meeting in the form of a motion. However, in practice it is advantageous to permit discussion of a general topic before a motion is introduced. An introduction of the topic and preliminary discussion can sometimes indicate the precise type of action that is most advisable, whereas presentation of a motion first can result in a poorly worded motion, or a proposal for that, in the light of subsequent discussion, seems inadvisable. Often, this can be accomplished in the work session. This departure from strict

parliamentary procedure must be used with caution. The chair must be careful not to let the meeting get out of control.

Proper Wording of a Motion

Much time can be wasted at meetings when a motion or resolution is carelessly worded. It is for this reason that a motion proposed at a meeting, unless it is very short and simple, should be carefully considered. The City Recorder will generally include a recommended motion on City Council Meeting agenda for use as deemed necessary by the mover.

How Motions are Classified

The concept of order of precedence of motions is based on the principle that a meeting can deal with only one question at a time. Once a motion is before a meeting, it must be adopted or rejected by a vote, or the meeting must dispose of the question in some other way, before any other business can be introduced. Under this principle, a main motion can be made only when no other motion is pending. A meeting can deal with a main motion in several ways other than just passing or defeating the motion. These other ways are the purpose of the various secondary motions. The rules under which secondary motions take precedence over one another have evolved gradually through experience. If two motions, A and B, are related in such a way that motion B can be made while motion A is pending, motion B takes precedence over motion A and motion A yields to motion B. The secondary motion thus takes precedence over a main motion; a main motion takes precedence over nothing, yielding to all secondary motions. When a secondary motion is placed before a meeting it becomes the immediately pending question; the main motion remains pending while the secondary motion is decided.

Certain secondary motions also take precedence over other secondary motions, so that it is possible for more than one secondary motion to be pending at any one time (together with the main motion). In such a case, the motion most recently accepted by the chair is the immediately pending question that is, it takes precedence over all the other motions.

The main motion, the secondary motions, and the privileged motions fall into a definite order of precedence, which gives a particular rank to each. The main motion does not take precedence over anything will rank the lowest. Each of the other motions has its proper position in the rank order, taking precedence over the motions that rank below and yielding to those that rank above such motion. For ease of reference, the order of precedence is presented in *Table 1*.

When a motion is on the floor, a motion of higher precedence may be proposed, but no motion of lower precedence is in order.

At any given time there can be pending only one motion of any one rank. This means that other motions proposed during consideration of a motion can be accepted by the chair only if they are of higher precedence. In voting, the meeting proceeds with the various motions in inverse order – the last one proposed, being of highest precedence, is the first one to be decided.

Please note – “precedence” and “importance” are not synonyms. The most important motion is the main motion which also is the lowest in precedence.

Main Motions

A main motion is a motion that brings business before a meeting. Because a meeting can consider only one subject at a time, a main motion can be made only when no other motion is pending. A main motion ranks lowest, in the order of precedence.

When a main motion has been stated by one member, seconded by another member, and repeated for the meeting by the chair, the meeting cannot consider any other business until that motion has been disposed of, or until some other motion of higher precedence has been proposed, seconded and accepted by the chair.

A main motion must not interrupt another speaker, requires a seconder, is debatable, is lowest in rank or precedence, can be amended, cannot be applied to any other motion, may be reconsidered, and requires a majority vote to pass.

When a motion has been made by a member and seconded by another, it becomes the property of the meeting. The mover and seconder cannot withdraw the motion unless the meeting agrees. (usually the chair will ask if the meeting objects to the motion's being withdrawn. If no one objects, the chair will announce: "The motion is withdrawn".)

Secondary Motions (Subsidiary Motions)

Secondary motions assist a meeting in treating or disposing of a main motion (and sometimes other motions). These motions are listed below in ascending order of rank. Each of the motions takes precedence over the main motion and any or all of the motions listed before such motion.

i. ***Postpone Indefinitely***: despite its name, this motion is not one to postpone, but one to suppress or kill a pending main motion. If an embarrassing main motion is brought before a meeting, a member can propose to dispose of the question (without bringing it to a direct vote) by moving to postpone indefinitely. Such a motion can be made at any time except when a speaker has the floor. If passed, the motion kills the matter under consideration. It requires a seconder, may be debated (including debate on the main motion), cannot be amended, can be reconsidered only if the motion is passed, and requires a majority vote to pass.

ii. ***Amend***: an amendment is a motion to change, to add words to, or to omit words from, an original motion. The change is usually to clarify or improve the wording of the original motion and must be germane to that motion. An amendment cannot interrupt another speaker, must be seconded, is debatable if the motion to be amended is debatable, may itself be amended by an amendment to the amendment, can be reconsidered, and requires a majority vote to pass. The chair should allow full discussion of the amendment (being careful to restrict debate to the amendment, not the original motion) and should then have a vote taken on the amendment only, making sure the members know they are voting on the amendment, but not on the original motion.

If the amendment is defeated, another amendment may be proposed, or discussion will proceed on the original motion.

If the amendment carries, the meeting does not necessarily vote immediately on the motion as amended. The discussion of the principle of the original motion was not permitted during debate on the amendment, there may be members who want to speak now on the issue raised in the original motion.

Other amendments may also be proposed, provided that they do not alter or nullify the amendments already passed. Finally, the meeting will vote on the "motion as amended" or, if all amendments are defeated, on the original motion.

An amendment to an amendment is a motion to change, to add words to, or omit words from, the first amendment. The rules for an amendment apply here, except that the amendment to an amendment is not itself amendable and that it takes precedence over the first amendment. Debate proceeds and a vote is taken on the amendment to the amendment, then on the first amendment, and finally on the original motion (“as amended,” if the amendment has been carried).

Only one amendment to an amendment is permissible.

Sometimes a main motion is worded poorly, and several amendments may be presented to improve the wording. In such cases it is sometimes better to have a substitute motion rather than to try to solve the wording problem with amendments.

iii. ***Postpone to a Certain Time:*** if during a meeting, the Council prefers to consider a main motion later in the same meeting or at a subsequent one, a member can move to postpone a motion to a certain time, which is specified in the motion to postpone. Such a motion can be moved regardless of how much debate there has been on the motion it proposes to postpone.

A motion to postpone may be to postpone to a specific time/date or until after some other item of business has been decided.

When the time to which a motion has been postponed has arrived, the chairperson should state the postponed motion to the meeting for its consideration. If another item of business is being discussed at that time, the chairperson should present the postponed motion immediately after the other business has been concluded. If the meeting, in postponing the original motion has instructed that it be given priority at the time to which it has been postponed (issued a “special order”), the postponed motion interrupts any item of business on the floor at that time. For this reason, any “special order” requires a majority vote.

A motion to postpone to a definite time may not interrupt another speaker, must be seconded, is debatable only as to the propriety or advisability of postponing and of postponing to the particular time, can be amended, can be reconsidered, and requires a majority vote if the postponement is to a subsequent meeting. If the postponement is to a later time in the same meeting, the effect is to amend the agenda of that meeting, and the motion therefore requires a majority vote.

iv. ***Limit/Extend Limits of Debate:*** a motion to limit debate changes the normal rules of debate. It could, for example, limit the time of the whole debate (such as, “I move that debate on this motion be limited to 15 minutes”) or it might limit the time taken by each speaker (“I move that debate on this motion be limited to two minutes per speaker”).

A motion to extend debate permits greater participation and time than usual.

A motion to limit or extend the time of debate (on a matter or for the entire meeting) may not interrupt a speaker, must be seconded, and is not debatable, can be amended, and can be reconsidered.

v. ***Table:*** sometimes a meeting wants to lay a main motion aside temporarily without setting a time for resuming its consideration but with provision that the motion can be taken up again whenever the majority so decides. This is accomplished by a motion to table or to lay the motion on the table.

The motion has the effect of delaying action on a main motion. If a subsequent meeting does not lift the question from the table, the effect of the motion to table is to prevent action from being

taken on the main motion. Rather than either pass or defeat a motion, a meeting will sometimes choose to “bury” it by tabling.

A motion to table may not interrupt another speaker, must be seconded, is not debatable, is not amendable, may not be reconsidered, and requires a majority vote.

Privileged Motions

Unlike either secondary or incidental motions, privileged motions do not relate to the pending business, but have to do with special matters of immediate and overriding importance that, without debate, should be allowed to interrupt the consideration of anything else.

The privileged motions are listed below in ascending order of rank. Each of the succeeding motions takes precedence over the main motion, any secondary motions, and any or all of the privileged motions listed before it.

i. ***Recess***: a member can propose a short intermission in a meeting, even while business is pending, by moving to recess for a specified length of time.

A motion to take a recess may not interrupt another speaker, must be seconded, is not debatable, can be amended (for example, to change the length of the recess) cannot be reconsidered, and requires a majority vote.

ii. ***Adjourn***: a member can propose to close the meeting entirely by moving to adjourn. This motion can be made and the meeting can adjourn even while business is pending, providing that the time for the next meeting is established by a rule of the association or has been set by the next meeting. In such a case, unfinished business is carried over to the next meeting.

A motion to adjourn may not interrupt another speaker, must be seconded, is not debatable, is not amendable, cannot be reconsidered, and requires a majority vote.

If the motion to adjourn has been made, but important matters remain for discussion, the chair may request that the motion to adjourn be withdrawn. A motion can be withdrawn only with the majority vote.

The motions to recess and to adjourn have quite different purposes. The motion to recess suspends the meeting until a later time; the motion to adjourn terminates the meeting. The motion to adjourn should; however, be followed by a declaration from the chairperson that the meeting is adjourned.

iii. ***Fix Time to Which to Adjourn***: this is the highest-ranking of all motions. Under certain conditions while business is pending, a meeting – before adjourning or postponing the business – may wish to fix a date, an hour, and sometimes the place, for another meeting before the next regular meeting. A motion to fix the time to which to adjourn can be made even while a matter is pending, unless another meeting is already scheduled for the same or the next day.

The usual form is: “I move that the meeting adjourn to Thursday, October 23, at 7:30 at _____.” The motion may not interrupt a speaker, must be seconded, is not debatable, is

amendable (for example, to change the time and/or place of the next meeting), can be reconsidered, and requires a majority vote.

Incidental Motions

These motions are incidental to the motions or matters out of which they arise. Because they arise incidentally out of the immediately pending business, they must be decided immediately, before business can proceed. Most incidental motions are not debatable.

Because incidental motions must be decided immediately, they do not have an order or precedence. An incidental motion is in order only when it is legitimately incidental to another pending motion or when it is legitimately incidental in some other way to business at hand. It then takes precedence over any other motions that are pending. The most common incidental motions are:

i. ***Point of Order***: this motion permits a member to draw the chair's attention to what he/she believes to be an error in procedure or a lack of decorum in debate. The member will rise and say: "I rise to a point of order," or simply "Point of Order." The chair should recognize the member, who will then state the point of order. The effect is to require the chair to make an immediate ruling on the question involved. The chair will usually give his/her reasons for making the ruling. If the ruling is thought to be wrong, the chair can be challenged.

A point of order can interrupt another speaker does not require a seconder, is not debatable, is not amendable, and cannot be reconsidered.

ii. ***Suspension of the Rules***: sometimes a meeting wants to take an action, but is prevented from doing so by one or more of its rules of procedure. In such cases the meeting may vote (majority required) to suspend the rules that are preventing the meeting from taking the action it wants to take.

Such a motion cannot interrupt a speaker, must be seconded, is not debatable, is not amendable, cannot be reconsidered and requires a majority vote.

Please note that only rules of procedure can be suspended. A meeting may not suspend any ordinance or state law. After the meeting has taken the action it wants to take, the rules that were suspended come into force again automatically.

iii. ***Motions Related to Methods of Voting***: a member can move that a vote be taken by roll call. Such motions may not interrupt another speaker, must be seconded, are not debatable, are amendable, can be reconsidered, and require majority votes.

Motions that Bring a Question Again Before a Meeting

There is a motion that can bring business back to a meeting. This is to take from the table.

i. ***Take from the Table***: before a meeting can consider a matter that has been tabled, a member must move: "that the question concerning _____ be taken from the table." Such a motion may not interrupt another speaker, must be seconded, is not debatable, is not amendable, cannot be reconsidered, and requires a majority vote.

If a motion to take from the table passes, the meeting resumes debate on the original question (or on any amendments to it). If a considerable period of time has elapsed since the matter was tabled, it is often helpful for the first speaker to review the previous debate before proceeding to make any new points.

Any Council member may propose amendments, revisions, or additions to these Rules of Procedure. Each amendment, revision, or addition proposed by a Council member shall be in written form and copies shall be provided to each Council member. A majority vote of all Council members in a regular Council meeting shall be required for passage and adoption of any amendment, revision, or addition to these Rules of Procedure.

With respect to matters not described above, interpretation of procedure, or applicability of the Roberts Rules of Order-Simplified is determined by a majority of the Council shall control.

Decorum

No Council member shall walk about in or out of the Council Chamber while the Chair is calling the vote. Council members should avoid engaging in private discourse or committing any other act or dress in a manner which may tend to distract the attention of the Council or the audience from the business before the Council, or interfere with any person's right to be heard after recognition by the Chair. When speaking to or debating a specific subject before the Council, all persons, including Council members, shall not use vulgar or obscene language and confine their remarks to the topic under discussion or debate, avoiding personal attacks. Anyone engaging in discussion or debate beyond the topic before the Council shall be ordered to stop by the Chair and no further discussion or debate will be allowed by said person. The Council may expel any member of the Council from an open public meeting or prohibit the member from attending an open public meeting for disorderly conduct following a vote of the Council or expel any member of the public from an open meeting for disorderly conduct following a vote of the Council. No one may address the Council without first being recognized by the Chair.

The Municipal Officers' and Employees' Ethics Act (UCA §10-3-13)

All municipal officers and employees must abide by the Municipal Officers' and Employees' Ethics Act as outlined in Utah State Code §10-3-13. The stated purposes of this state law are to establish standards of conduct for municipal officers and employees and to require a disclosure of actual or potential conflicts of interest between public duties and personal interests.

The ethics law applies to all elected and appointed officers and employees of the City. These include persons serving on special, regular, or full-time committees, agencies, or boards whether or not they are compensated for their services. It applies to both full and part-time employees.

The law makes it a crime to commit the following:

1. Disclose or improperly use private, controlled, or protected information acquired by reason of an official position or in the course of official duties in order to further substantiate the officer's or employee's personal economic interests or to secure special

privileges or exemptions for the officer or employee or others. Private, controlled or protected information is information that has been classified as such under the Government Records Access and Management Act (GRAMA). This includes information obtained in an Executive Session.

2. Use or attempt to use an official position to further substantiate the officers or employees personal economic interest or secure special privileges for himself or others.
3. Knowingly receive, accept, take, seek, or solicit, directly or indirectly for himself or another, a gift of substantial value or a substantial economic benefit tantamount to a gift that would tend to improperly influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties or that a reasonable person in that position should know under the circumstances is given to him or her primarily for the purpose of rewarding the person for official action taken.
4. All officers or employees shall comply with the Municipal Officers' and Employees' Ethics Act.

The exceptions to the above are for an employee or officer to receive an occasional non-pecuniary gift having a value of less than \$50, an award publicly presented, a loan made in the ordinary course of business, or a political campaign contribution actually used in a political campaign. An economic benefit tantamount to a gift includes loans at substantially less than commercial rates and compensation for services at a rate substantially higher than fair market value.

In addition to any penalty contained in any other provision of law, any person who knowingly and intentionally violates the above referenced sections of the Act (not the disclosure requirement discussed below) must be dismissed from employment or removed from office and is guilty of the following:

1. A felony of the second degree if the total value of the compensation, conflict of interest, or assistance exceeds \$1,000.
2. A felony of the third degree if:
 - a. The total value of the compensation, conflict of interest, or assistance is more than \$250 but not more than \$1,000; or
 - b. The elected or appointed officer or municipal employee has been convicted twice before of a violation of this chapter and the value of the conflict of interest, compensation, or assistance was \$250 or less.
3. A class A misdemeanor if the value of the compensation or assistance was more than \$100 but does not exceed \$250
4. A class B misdemeanor if the value of the compensation or assistance was \$100 or less.

There is a disclosure requirement of the ethics law as well. Two types of disclosure may be required – written and oral. An officer or employee is required to make a disclosure in writing and file it with the City. This written statement must be sworn and include certain minimal information about the conflict of interest. The second required disclosure is oral and must be made in an open meeting to the members of the body of which he/she is a member immediately before the discussion about the topic involved in the conflict of interest. An appointed officer who is not a member of a public body or a municipal employee must also disclose the information required to his or her immediate supervisor. The following must be disclosed:

1. Agreements to receive compensations for assisting any person or business entity in any transaction involving the municipality.
2. Whether an officer or municipal employee is an officer, director, agent, employee or the owner of a substantial interest in any business entity that is subject to the regulation of the municipality.
3. Interests in a business entity doing business with the municipality.
4. Any personal interest or investment by a municipal employee or by any elected or appointed official of a municipality which creates a conflict between the employees or official's personal interests and public duties.
5. The nature of the personal conflict of interest including, if applicable, the position held and the nature and value of a business interest held in a regulated business or one which is doing business with the municipality.

If the conflict involves an agreement for compensation to assist a person in their business with the municipality, the disclosure must contain the following:

1. The name and address of the officer or municipal employee.
2. The name and address of the person or business entity being or to be assisted or in which the appointed or elected official or municipal employee has a substantial interest.
3. A brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.

The officer or employee should file the disclosure statement upon first getting elected or appointed and again when there is a change in the nature of the conflict. In the case of a contract with the city, ten days before the date of any agreement between the elected or appointed officer or municipal employee and the person or business entity being assisted or ten days before the receipt of compensation by the officer or employee, whichever is earlier.

The oral disclosure must be made in the open meeting of the governing body on the record before any discussion of the relevant material takes place. The written disclosure is to be made in a sworn statement filed with the City. The City must report the substance of all such disclosure statements to the members of the governing body, or he or she may provide to the members of the governing

body copies of the disclosure statement within 30 days after the statement is received by the City. The oral disclosure statement is to be entered in the minutes of the meeting. The written statement is public information and must be available for examination by the public.

If any transaction is entered into in connection with a violation of the disclosure requirements the municipality performs the following:

1. Must dismiss or remove the appointed or elected officer or municipal employee who knowingly and intentionally violated the Act from employment or office.
2. May rescind or void any contract or subcontract entered into pursuant to that transaction without returning any part of the consideration received by the municipality.

Generally a complaint is filed with the City Manager and/or City Attorney. The City Manager and/or City Attorney investigates the complaint and must give the person an opportunity to be heard. A written report of the findings and the recommendation of the City Manager must be filed with the governing body. If the governing body finds that the person has violated the Act, it may dismiss, suspend, or take such other appropriate action with respect to the person.

In addition, complaints of criminal conduct will be investigated by county attorneys, and in some cases, the Utah Attorney General's Office.

The Act does not require anyone who complies with the disclosure provisions to abstain from voting or participating in the discussion. The Act does not prevent a person who appropriately discloses the conflicts from doing business with or in the municipality. The Act sets out a minimum standard of ethics. Once an appropriate disclosure is made of the conflict of interest it is presumed that the officer or employees personal sense of propriety and values along with public scrutiny will guide the officer or employee to do the right thing.

Media Inquiries and Submissions

All press releases should be from the City's Communications Director/PIO. Only the PIO will convey to the media the City's official position. If a reporter contacts you for an official city position, notify the PIO prior to the interview. At times, a reporter may contact an Elected Official for their personal viewpoint related to an issue. The elected official providing a personal viewpoint shall notify the PIO prior to the interview, if possible, or as soon as possible thereafter, and should ensure language is used to indicate the position is their own, not the city's official position.

Elected Officials are provided opportunities to submit articles to local publications to address items of citizen interest. With adequate notice, the City's PIO or City Manager may be asked to suggest topics or provide information or statistics to be shared with the public. Fact-based articles are preferred to avoid any misunderstandings regarding a shared opinion being the opinion of the City or City Council as a whole. Disagreements should not be provoked or continued through the media.

Social Media Guidelines for Elected Officials

Elected officials should comply with the following guidelines when using Herriman City social media sites:

- a. Herriman City social media sites are the official sites for City information.
- b. Elected officials shall not use personal social media accounts to conduct City business.
- c. Elected officials shall not use official City social media sites for campaigning purposes.
- d. Elected officials shall not post comments or links to any content that endorses or opposes political candidates or ballot propositions, including links to an elected officials' campaign site.
- e. Elected officials should not use social media as a mechanism for conducting official City business other than to informally communicate with the public, share information from the official City page, and educate the public on proper protocol and accurate information.
- f. Elected officials should reveal that they are elected officials for the City when making a post and should be honest, straightforward, and respectful.
- g. Elected officials should add value to any social media discussion by staying focused on the issue and presenting facts.
- h. Members of the City Council should refrain from responding to any published postings, or from using the site to respond to, blog, engage in serial meetings, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the Council body. Individual Council Members are not spokespersons for the City. The Director of Communications and Communications Department will disseminate information from the Council body.
- i. City elected officials shall not engage in online discussions concerning matters which may come before them for City Council action. They should also not imply a position on an item that may come before the City Council for action as it has the potential to reveal non-neutrality on the topic.
- j. The Director of Communications serves as the official spokesperson for the City on official City social media sites. To help prevent errors, elected officials should not post official information about the City as it could create liability issues. If it is information that the City is pushing out, the elected officials should "share" the official post made by the City.
- k. If an elected official makes a mistake, it should be corrected as soon as the official is made aware of the error. Corrections should be upfront and as timely as possible. If modifying an earlier post, make it clear the posting has been corrected. Consider designating corrections with "fixed link" or "fact correction" prior to the correction.
- l. Elected officials who are contacted by news media on a topic of official City business should follow City Communications protocols by informing the Communications Department/Public Information Officer.
- m. Elected officials should not post or comment using profane language or unsubstantiated allegations.

- n. Elected officials should maintain civility when posting on social media and not use it as a place to engage in disagreement or instigate, promote, or bolster a dispute.
- o. In addition to the above guidelines, elected officials should comply with the principles outlined in the City's Communications and Social Media policies.

It is also not good policy to use social media for official discussions or to criticize the votes of other City Council members. Social media posts aimed at colleagues reflect on your leadership as well as the City. It is recommended that you let your vote speak for itself without denigrating the votes of your colleagues.

If more than two members are commenting on a social media site, it could be construed as a meeting, especially in the event the members are implying a position on a particular item. This could be in violation of the Open Meetings Act. City Council members are expected to be neutral decision makers on topics, being sure to hear all positions prior to making an evaluated decision. Individual Council Members are not a “Spokesman” for the City of Herriman. The Council “Body” is the designated “Spokesman” for the City of Herriman. The Communication Department will disseminate information for the Council “Body”.

Boards and Committee Assignments

Council Members may serve on various City committees or external boards as official representatives of the City pursuant to assignment by the Council. Council Members serving on said boards and committees should attend the annual trainings that are offered. At the first regular meeting in January, the Council shall review Council Member assignments to City committees or external boards.

Planning Commission Appointment

If a vacancy occurs on the Planning Commission (regular member or alternate member) then the City Council may appoint an alternate member to fill the vacancy for the unexpired terms of such member.

If a vacancy occurs on the Planning Commission (regular member or an alternate member) and the City Council does not appoint an alternate member to fill the vacancy, then the vacancy shall be filled utilizing the following process:

1. The City Recorder or designee shall post a notice of the vacancy in various locations within the City, including the Herriman City website and social media.
2. The City Recorder or designee will accept applications and resumes for a minimum of 30 calendar days or a period specified by the City Council.
3. The City Recorder or designee will forward all applications to the Planning Director for an initial review to ensure completeness and accuracy.
4. Under the direction of the Planning Director, staff shall prepare a summary of all applications received. Staff will forward the summary and related materials to the interview panel (described below) for review.

5. Under the direction of the interview panel, the City Recorder or designee will schedule an interview with each applicant. The interview panel should include at least two City Council members, one member of the Planning Commission, and the Planning Director or designee.
6. To the extent practical the composition of the interview panel should be consistent throughout the interview process using interview questions and score sheets prepared by the Planning Director. The Planning Director will collate and tabulate all score sheets and forward the information to the entire City Council for review. If deemed necessary by the City Council, the entire City Council may conduct a second interview with selected nominees.
7. The City Council will then direct the Planning Director to contact the nominees regarding the decision and coordinate presentation of the nominee(s) of the Planning Commission.
8. If a vacancy occurs on the Planning Commission (regular member or an alternate member) within three (3) months of a prior appointment, the City Council may appoint a nominee from the previous applicants or alternates.

Elected Officials Benefits

Elected Officials are provided the same benefits as Herriman City employees as approved in the Annual Budget.

Annual Open Meeting Training/ Ethics Training

The Chair of the City Council shall ensure that Council Members are provided with annual training on the requirements of the Open and Public Meetings Act as well as the Elected Officials and Employees Ethics Act.

Transition for Council Office Following Municipal Elections

Council member(s) who are not reelected shall deliver any City-owned equipment to the City Recorder no later than noon on the day that elected officials of the City take their oath of office. City-owned property includes, but is not limited to, iPads, laptop computers, printers, software, office keys, City identification, etc.

Council members who are not reelected must meet with the City Recorder to complete and sign a separation checklist before receiving their final paychecks.

As soon as practical after the elected officials of the City take their oath of office, the City Recorder shall arrange for City-owned property to be distributed to the new Council member(s) and records shall be maintained regarding assignment of items.

Travel or Meal Expenses

The Council Travel and Business Expense Reimbursement Policy shall follow the same guidelines set forth in the Herriman City Travel and Business Reimbursement Policy.

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH,
AMENDING THE COUNCIL RULES OF PROCEDURE.**

WHEREAS, the City Council has adopted its rules of procedure, which governs, among other things, the duties of its members and procedures for council meetings; and

WHEREAS, the Council requested changes to their rules of procedure to allow for greater public interaction and to address how councilors can recuse for conflicts of interest; and

WHEREAS, the Council finds that the amendments contained in Exhibit A will benefit the health, safety, and welfare of the residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH:

SECTION 1. Amendment. The Council hereby approves the amendments to the Council Rules of Procedure, as shown in Exhibit A.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, ON
THIS _____ DAY OF _____, 2023.**

HERRIMAN CITY COUNCIL

Mayor: _____
Lorin Palmer

Attest: _____
Jackie Nostrom, City Recorder

EXHIBIT A



STAFF REPORT

DATE: May 30, 2023
TO: The Honorable Mayor and City Council
FROM: Nathan Cherpeski
SUBJECT: Report of Change Orders Approved for Herriman Main Street

RECOMMENDATION:

Per ordinance, staff is to provide council an update when any change order or series of change orders exceeds \$20,000.

ISSUE BEFORE COUNCIL:

Update from Staff on Herriman Main Street Change orders

BACKGROUND/SUMMARY:

City ordinance 1-10-5(H) "Change orders may be approved by the city manager, or assistant city manager, provided the total contract price, including change orders, is within the budget approved for the project; provided, however, the city manager or assistant city manager shall at the next regular city council meeting provide a full and complete accounting and description to the city council of any change orders or services, or series of change orders that exceed twenty thousand dollars (\$20,000.00)."

The attached report shows the current status of change orders for Herriman Main street.

Conduit – after the project was approved, it was determined that the City should include conduit for future city fiber optic needs along the route. \$254,256.38

Private Irrigation- The private irrigation system required additional changes outside of the original design. \$44,808.54

Replace fence damaged during project - \$3,620.85

Total Construction Changes \$303,885.77

The City approved a contingency for the project of \$1,838,046.39. After these changes, project contingency remaining is \$1,534,160.62. Total contingency as a percent of project used is currently 2.36%

DISCUSSION:

ALTERNATIVES:

N/A

FISCAL IMPACT:

The amount is within the authorized contingency of \$1,838,046. Remaining contingency is \$1,534,160.62 and within the available budget.

ATTACHMENTS:



STAFF REPORT

DATE: May 30, 2023

TO: The Honorable Mayor and City Council

FROM: Amy Stanger

SUBJECT: Approval of the monthly financial summary for April 2023

RECOMMENDATION:

Staff recommends approval of the financial summary.

ISSUE BEFORE COUNCIL:

Should the Mayor and City Council accept the financial summary as presented?

BACKGROUND/SUMMARY:

Finance staff have prepared the attached financial summary for April 2023. Financial reports are prepared after all month-end reconciliations and entries have been completed and a thorough review of the statements has been done by City staff. A summary narrative is included, which discloses any significant trends or concerns identified by staff. 83.33% of the budget year has elapsed.

DISCUSSION:

N/A

ALTERNATIVES:

The Mayor and City Council may choose to not accept the financial summary as presented.

FISCAL IMPACT:

ATTACHMENTS:





April 2023 Financial Report

83.33% of the Fiscal Year has Elapsed

The attached financial report represents transactions posted to the City's accounting system through April 2023. Overall, there are no major exceptions to report in regards to fiscal year 2023 actuals to budget. All departments and funds are within their budgeted allotments.

The Finance Director has a number of long-range financial concerns of the City. While the focus of this report is on the current fiscal year, staff are working on the following long-range projects:

- Fiscal year 2024 budget "rebuild" - The City Manager and Finance Director discussed with the City Council challenges associated with the fiscal year 2024 budget on May 4th during a special City Council meeting. Staff will have additional meetings with the City Council to discuss the budget and philosophies underlying the budget.
- 5- and 10-year sustainability plans—The City Manager and Finance Director have created 10 year models for the General Fund, Police Department, Fire Safety Area Fund, and Storm Water Fund. A long-range model is also being prepared by Bowen Collins in conjunction with the water rate study.
- Water rate study—The City began a water rate study in February. City staff are planning on having Bowen Collins present conceptual rate structures and additional information on the needs of the water system on June 14th, with the final draft rate analysis occurring at the July 12th meeting. The current schedule has new rates being adopted in August.
- Storm water rates—The Finance Director has completed a rate study for the storm water fund, which includes mandated projects the City is required to complete. City staff expect subsequent discussions to occur in order to discuss alternatives and options.

Fund	Status	Notes
General (Excluding Police)		Overall, 72% of the budget has been expended (excluding transfers) and 63% of budgeted revenues have been received (excluding transfers). The City has only received 49% of budgeted licenses and permits. This is 62% of the licenses and permits received in the prior year. Beginning this year, the State Auditor is requiring development-related revenue to be "matched" against development-related expenditures. Any excess in revenue must be restricted at the end of the fiscal year. Because of this, while staff is closely monitoring this decrease in revenue, staff does not believe development-related expenditures will exceed corresponding revenue.
General-Police		The Police Department has received 72% of budgeted revenues and has spent 71% of budgeted expenditures. As mentioned in previous City Council meetings, staff is concerned about future expenditure growth in the Police Department's budget outpacing property tax revenue increases from the HCSEA. However, for the current year, the department is within budgeted allotments.
Impact Fee Funds		Finance staff have been working on identifying and tracking all outstanding agreements and contracts for infrastructure improvements. Because of this, fund balance numbers contained in the report should not be relied upon as "funds available to spend."



April 2023 Financial Report

Fund	Status	Notes
Street Lights/ Street Signs		No issues or notable items to report. City staff anticipate the elimination of this fund in future fiscal years.
Debt Service		No issues or notable items to report. Fund balance consists of restricted funds (state grant) to be used for debt service on the 2021 Sales Tax Revenue Bonds (Herriman Main St Widening).
Herriman City Special Enforce- ment Area		The HCSEA has received the majority of property tax for the fiscal year. Property tax revenue forecasts were adjusted with the last budget amendment, and Finance Staff expect the updated budgets to be met.
Herriman City Fire Service Area		The Service Area began receiving property tax distributions in November. The City has received the majority of its property tax revenue for the fiscal year. A 10-year financial model was presented to the City Council at the May 4th meeting.
CRA/CDA Funds		The City received its final property tax payment in March. The majority of tax increment agreements are distributed after the final property tax distribution occurs. The City has processed sales tax incentive reimbursements in the Anthem CRA. A new fund (Herriman North CRA) was created to account for the property tax settlement agreement with former property owners in the Automall area.
Capital Projects		All projects are within their budgeted allotments.
Water		Billed revenue is 9.4% above the prior year (largely due to an exceptionally hot August). The fund has run operating deficits for a number of years, and more capital projects are being paid out of this fund (because they are not impact fee eligible). A water rate study is in progress to address current and future needs of the water system.
Water Rights Fee Fund		No issues or notable items to report.
Water Impact Fee		The water impact fee fund currently shows a negative ending fund balance due to “placeholders” for the East Herriman Zone 2 & 3 project and Herriman Main Street Widening project. The IFFP allows a certain portion of the project to be paid by impact fees. However, the City’s intention is to use bond proceeds first. Impact fees will only be used if bond proceeds are not sufficient to fund the project.
Storm Water		No major budgeted exceptions to report. However, the fund is anticipated to end the fiscal year with a negative fund balance due to an outstanding agreement, however the actual amount to reimburse is less than what was budgeted.

Herriman City Budget Versus Actual Report - April 2023

General Fund (Excluding ARPA Fund)

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Taxes	1,223,533	10,971,745	16,661,020	5,689,275	66%	10,163,133	108%	1
Licenses & Permits-Building	178,088	2,935,246	6,110,215	3,174,969	48%	4,840,797	61%	
Licenses & Permits-Other	21,619	194,644	227,393	32,749	86%	200,793	97%	
Intergovernmental	6,000	1,472,583	1,926,081	453,498	76%	1,762,098	84%	
Parks & Recreation District Fee	89,704	882,923	1,069,369	186,446	83%	843,614	105%	
Charges for Services-Parks & Rec	11,203	339,231	358,945	19,714	95%	345,105	98%	
Charges for Services-Arts Council	-	49,409	53,000	3,591	93%	65,264	76%	
Charges for Services-Events	508	32,850	207,800	174,950	16%	99,296	33%	
Charges for Services-Other	18,520	206,175	258,609	52,434	80%	231,883	89%	
Fines and Forfeitures	24,315	186,878	250,000	63,122	75%	154,400	121%	
Police Revenue	9,184	192,843	951,230	758,387	20%	487,772	40%	
Animal Control Revenue	2,230	29,682	45,400	15,718	65%	36,483	81%	
Public Safety Impact Fee	6,059	174,324	400,000	225,676	44%	322,029	54%	
Miscellaneous	25,054	506,833	407,088	(99,745)	125%	487,545	104%	2
Sale of Capital Assets	-	-	-	-	0%	-	0%	
Lease Proceeds	-	-	600,000	600,000	0%	235,392	0%	
Transfer In - Public Safety Impact Fee	-	-	-	-	0%	-	0%	
Transfer In - Hi Country II	-	163,235	163,235	-	100%	-	0%	
Transfer In - Fire Service Area	54,167	1,097,998	1,206,328	108,330	91%	-	0%	
Transfer In - HCSEA	710,000	7,883,000	9,303,000	1,420,000	85%	6,900,000	114%	
Budgeted Use of Fund Balance	-	-	1,391,894	1,391,894	0%	-	0%	
Total General Fund Revenue	\$ 2,380,184	\$ 27,319,599	\$ 41,590,607	\$ 14,271,008	66%	\$ 27,175,604	101%	
Expenditures								
General and Administration	318,484	4,243,384	5,536,021	1,292,637	77%	3,350,344	127%	
Public Works and Operations	274,626	5,174,758	7,134,713	1,959,955	73%	2,833,480	183%	
Parks, Recreation, and Events	245,926	3,472,832	5,885,783	2,412,951	59%	3,569,312	97%	
Community Development	307,729	3,173,544	4,498,875	1,325,331	71%	2,974,201	107%	
Police	670,120	8,261,616	10,755,544	2,493,928	77%	7,426,330	111%	
Animal & Community Services, Emergency Management	129,745	629,493	880,660	251,167	71%	317,547	198%	
Transfers Out	319,786	6,107,325	6,899,011	791,686	89%	2,800,000	218%	
Total Expenditures	\$ 2,266,416	\$ 31,062,952	\$ 41,590,607	\$ 10,527,655	75%	\$ 23,271,214	133%	
Excess of Revenues Over (Under)								
Expenditures	\$ 113,768	\$ (3,743,353)	\$ -			\$ 3,904,390		

1 The City has received eight months of property tax, motor vehicle tax, and franchise tax collections. The first sales tax collection occurred in September (sales tax, municipal telephone tax, and transient room tax are received two months in arrears).

2 The majority of the excess miscellaneous revenue is interest income. Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

Fund Balance Available (Unrestricted)

	FY2020	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	4,998,323	4,723,752	2,829,134	8,028,453	\$ 6,636,559
Addition (Use of)	(274,571)	(1,894,618)	5,199,319	(1,391,894)	(363,092)
Ending Balance	\$ 4,723,752	\$ 2,829,134	\$ 8,028,453	\$ 6,636,559	\$ 6,273,467
% of revenues	23%	11%	31%	22%	20%
Public Safety Impact Fee Balance	97,066	369,742	738,265	1,138,265	1,563,265
(State Maximum Amount Allowed - 35%)					

Herriman City Budget Versus Actual Report - April 2023

General Fund Tax Revenue Detail

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Sales Tax	841,771	7,549,780	12,449,226	4,899,446	61%	6,781,574	111%	1
Sales Tax-Transportation	77,326	678,630	724,167	45,537	94%	608,655	111%	1
Property Tax	14,535	500,173	712,637	212,464	70%	1,265,693	40%	2
Franchise Tax (Energy/Cable)	272,900	2,065,834	2,471,680	405,846	84%	1,414,779	146%	2
Municipal Telephone Tax	10,840	91,170	162,275	71,105	56%	84,226	108%	1
Transient Room Tax	1,010	10,176	10,000	(176)	102%	8,206	124%	1
Motor Vehicle Fees	5,151	75,982	131,035	55,053	58%	-	0%	2
Total	\$ 1,223,533	\$ 10,971,745	\$ 16,661,020	\$ 5,689,275	524%	\$ 10,163,133	108%	

Herriman City Budget Versus Actual Report - April 2023

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Personnel	824,712	9,435,416	12,484,500	3,049,084	76%	8,790,813	107%	
Operating Expenditures	382,827	4,555,030	7,622,737	3,067,707	60%	4,214,186	108%	
Capital Outlay	-	2,829,118	4,149,329	1,320,211	68%	584,098	484%	
Administrative Chargeback	(60,774)	(755,046)	(1,201,174)	(446,128)	63%	(861,760)	88%	3
Transfers to Other Funds	319,786	6,107,325	6,899,011	791,686	89%	2,800,000	218%	
Total General Fund Expenditures	\$ 1,466,551	\$ 22,171,843	\$ 29,954,403	\$ 7,782,560	74%	\$ 15,527,337	143%	

1 Sales tax, municipal telephone tax, and transient room tax is received two months after receipt at point of sale. The City's first distribution for FY2023 was in September 2022.

2 Property tax, franchise tax, and motor vehicle fees are received one month after payment is made. The City's first distribution for FY2023 was in August 2022. The majority of property tax was received in November and December. Property tax was recalculated using the 2022 rate from January - September. \$221,119 in property tax and \$335,209 in motor vehicle in lieu was transferred from the Fire Safety Area to the General Fund.

3 This fee is charged to the Enterprise Funds for their use of resources paid for by the General Fund (mainly personnel). The chargeback is based on actual costs incurred. This chargeback was recalculated for the entire fiscal year during April.

Herriman City Budget Versus Actual Report - April 2023

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
General and Administration							
Legislative							
Personnel	14,152	149,314	177,000	27,686	84%	138,783	107.6%
Operating Expenditures	8,876	145,544	274,350	128,806	53%	146,950	99.0%
Administrative Chargeback	(1,739)	(18,894)	-	18,894	0%	-	0%
Total City Council	21,289	275,964	451,350	175,386	61%	285,733	96.6%
Planning Commission							
Personnel	2,094	18,277	22,500	4,223	81%	16,731	109%
Operating Expenditures	-	-	10,100	10,100	0%	3,497	0%
Total Planning Commission	2,094	18,277	32,600	14,323	56%	20,228	90.4%
Administration							
Personnel	33,911	431,518	462,500	30,982	93%	392,248	110%
Operating Expenditures	3,259	46,836	169,291	122,455	28%	61,573	76%
Administrative Chargeback	(3,104)	(33,345)	(53,633)	(20,288)	62%	(37,037)	90%
Total Administration	34,066	445,009	578,158	133,149	77%	416,784	106.8%
Legal							
Personnel	34,035	346,001	439,000	92,999	79%	216,516	160%
Operating Expenditures	8,404	103,911	167,300	63,389	62%	71,769	145%
Administrative Chargeback	(1,711)	(15,387)	(239,200)	(223,813)	6%	(86,106)	18%
Total Legal	40,728	434,525	367,100	(67,425)	118%	202,179	214.9%
Human Resources							
Personnel	24,771	247,326	342,000	94,674	72%	195,435	127%
Operating Expenditures	1,686	281,626	408,950	127,324	69%	156,189	180%
Administrative Chargeback	(3,514)	(52,558)	(97,976)	(45,418)	54%	(38,124)	138%
Total Human Resources	22,943	476,394	652,974	176,580	73%	313,500	152.0%
Finance							
Personnel	43,165	552,281	718,000	165,719	77%	519,931	106%
Operating Expenditures	895	60,356	54,000	(6,356)	112%	41,592	145%
Credit Card Transaction Fees	17,153	127,670	180,000	52,330	71%	171,660	74%
Capital Expenditures	-	549	50,000	49,451	1%	-	0%
Administrative Chargeback	(12,250)	(150,355)	(218,930)	(68,575)	69%	(283,867)	53%
Total Finance	48,963	590,501	783,070	192,569	75%	449,316	131.4%
Justice Court							
Personnel	18,787	259,462	540,500	281,038	48%	212,136	122%
Operating Expenditures	15,539	73,377	50,993	(22,384)	144%	16,190	453%
Total Justice Court	34,326	332,839	591,493	258,654	56%	228,326	145.8%
City Recorder							
Personnel	25,479	317,393	360,000	42,607	88%	277,017	115%
Operating Expenditures	3,071	35,651	90,087	54,436	40%	101,239	35%
Administrative Chargeback	(308)	(3,024)	(29,661)	(26,637)	10%	(15,353)	20%
Total City Recorder	28,242	350,020	420,426	70,406	83%	362,903	96.5%
Customer Service							
Personnel	22,725	326,585	351,750	25,165	93%	265,973	123%
Operating Expenditures	53	3,741	8,550	4,809	44%	3,423	109%
Administrative Chargeback	(5,256)	(172,371)	(203,777)	(31,406)	85%	(156,529)	110%
Total Customer Service	17,522	157,955	156,523	(1,432)	101%	112,867	139.9%
Information Technology							
Personnel	27,373	324,443	430,000	105,557	75%	304,532	107%
Operating Expenditures	11,187	158,766	205,500	46,734	77%	137,315	116%
Software (Licensing & Support)	9,195	194,038	205,000	10,962	95%	223,350	87%
Capital Outlay	-	89,795	120,000	30,205	75%	28,967	310%
Administrative Chargeback	(5,050)	(81,978)	(70,251)	11,727	117%	(40,764)	201%
Total Information Technology	42,705	685,064	890,249	205,185	77%	653,400	104.8%
Communications							
Personnel	23,237	329,865	370,500	40,635	89%	276,935	119%
Operating Expenditures	4,299	182,917	322,100	139,183	57%	85,022	215%
Administrative Chargeback	(1,930)	(35,946)	(80,522)	(44,576)	45%	(56,849)	63%
Total Communications	25,606	476,836	612,078	135,242	78%	305,108	156.3%
Total General and Administration	318,484	4,243,384	5,536,021	1,488,290	77%	3,350,344	126.7%

Herriman City Budget Versus Actual Report - April 2023

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Public Works and Operations							
Facilities							
Personnel	41,546	365,522	481,500	115,978	76%	394,952	93%
Operating Expenditures	39,139	285,822	405,278	119,456	71%	249,628	114%
Capital Outlay	-	57,432	75,040	17,608	77%	-	0%
Administrative Chargeback	(7,156)	(64,300)	(41,600)	22,700	155%	(22,741)	283%
Total Facilities	73,529	644,476	920,218	275,742	70%	621,839	103.6%
Fleet Management							
Personnel	27,578	297,017	387,500	90,483	77%	262,231	113%
Operating Expenditures	6,336	28,265	106,165	77,900	27%	18,212	155%
Administrative Chargeback	(5,596)	(62,270)	-	62,270	0%	-	0%
Total Fleet Management	28,318	263,012	493,665	230,653	53%	280,443	93.8%
Streets							
Personnel	45,327	470,111	678,500	208,389	69%	529,919	89%
Operating Expenditures	52,049	427,386	605,621	178,235	71%	237,536	180%
Crack and Chip Seal	-	1,683,219	2,197,500	514,281	77%	36,699	4587%
Capital Outlay	-	678,145	844,423	166,278	80%	462,678	147%
Total Streets	97,376	3,258,861	4,326,044	1,067,183	75%	1,266,832	257.2%
Snow Removal							
Personnel	24,362	161,909	70,000	(91,909)	231%	76,515	212%
Operating Expenditures	5,844	157,278	140,775	(16,503)	112%	64,310	245%
Total Snow Removal	30,206	319,187	210,775	(108,412)	151%	140,825	226.7%
Street Signs							
Personnel	-	64,845	66,000	1,155	98%	81,125	80%
Operating Expenditures	796	14,429	49,485	35,056	29%	16,434	88%
Total Street Signs	796	79,274	115,485	36,211	69%	97,559	81.3%
Street Lights							
Personnel	22,527	244,619	317,000	72,381	77%	233,829	105%
Operating Expenditures	21,874	365,329	681,526	316,197	54%	192,153	190%
Capital Outlay	-	-	70,000	70,000	0%	-	0%
Total Street Lights	44,401	609,948	1,068,526	458,578	57%	425,982	143.2%
Total Public Works and Operations	274,626	5,174,758	7,134,713	1,959,955	73%	2,833,480	182.6%
Parks, Recreation, and Events							
Community Events and Recreation							
Personnel	23,747	403,240	660,000	256,760	61%	478,594	84%
Operating Expenditures	2,506	67,529	117,305	49,776	58%	75,231	90%
City Events	14,505	174,242	353,600	179,358	49%	192,245	91%
Capital Outlay	-	-	17,678	17,678	0%	7,588	0%
Total Community Events and Recreation	40,758	645,011	1,148,583	503,572	56%	753,658	85.6%
Arts & Cultural Development							
Personnel	483	594	17,750	17,156	3%	7,881	8%
Operating Expenditures	1,909	59,918	110,600	50,682	54%	79,201	76%
Capital Outlay	-	65,606	65,606	-	100%	-	0%
Total Arts & Cultural Development	2,392	126,118	193,956	67,838	65%	87,082	144.8%
Cemetery							
Personnel	2,108	19,483	31,000	11,517	63%	12,723	153%
Operating Expenditures	1,927	16,808	22,350	5,542	75%	11,266	149%
Capital Outlay	-	-	18,300	18,300	0%	-	0%
Total Cemetery	4,035	36,291	71,650	35,359	51%	23,989	151.3%

Herriman City Budget Versus Actual Report - April 2023

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Parks							
Personnel	112,164	1,275,802	1,643,000	367,198	78%	1,150,129	111%
Operating Expenditures	86,577	1,204,163	2,233,326	1,029,163	54%	1,506,288	80%
Capital Outlay	-	185,447	595,268	409,821	31%	48,166	385%
Total Parks	198,741	2,665,412	4,471,594	1,806,182	60%	2,704,583	98.6%
Total Parks, Recreation, and Events	245,926	3,472,832	5,885,783	2,412,951	59%	3,569,312	97.3%
Community Development							
Economic Development							
Personnel	9,137	189,392	335,000	145,608	57%	188,339	101%
Operating Expenditures	190	77,105	127,150	50,045	61%	32,201	239%
Total Economic Development	9,327	266,497	462,150	195,653	58%	220,540	120.8%
Building Services							
Personnel	76,607	831,941	1,018,000	186,059	82%	777,716	107%
Operating Expenditures	2,974	73,393	149,989	76,596	49%	93,312	79%
Capital Outlay	-	32,536	59,125	26,589	55%	-	0%
Total Building Services	79,581	937,870	1,227,114	289,244	76%	871,028	107.7%
Planning & Development							
Personnel	45,722	495,332	748,500	253,168	66%	503,771	98%
Operating Expenditures	3,632	20,976	80,475	59,499	26%	19,482	108%
Total Planning & Development	49,354	516,308	828,975	312,667	62%	523,253	98.7%
Engineering							
Personnel	93,161	976,947	1,346,500	369,553	73%	936,040	104%
Operating Expenditures	48,907	133,765	193,770	60,005	69%	183,613	73%
Administrative Chargeback	(11,486)	(52,762)	(147,640)	(94,878)	36%	(118,626)	44%
Total Engineering	130,582	1,057,950	1,392,630	334,680	76%	1,001,027	105.7%
GIS							
Personnel	30,514	336,197	470,500	134,303	71%	340,812	99%
Operating Expenditures	10,045	34,189	99,101	64,912	34%	23,305	147%
Capital Outlay	-	36,389	36,389	-	100%	-	0%
Administrative Chargeback	(1,674)	(11,856)	(17,984)	(6,128)	66%	(5,764)	206%
Total GIS	38,885	394,919	588,006	193,087	67%	358,353	110.2%
Total Community Development	307,729	3,173,544	4,498,875	1,325,331	71%	2,974,201	106.7%
Transfers to Other Funds							
Transfer to Debt Service Fund	-	1,500,000	1,500,000	-	100%	1,500,000	100%
Transfer to Capital Projects Fund	319,786	3,296,916	4,074,011	777,095	81%	-	0%
Transfer to Public Safety Impact Fee Fund	-	-	-	-	0%	-	0%
Transfer to Public Works Facility Fund	-	1,300,000	1,300,000	-	100%	1,300,000	100%
Transfer to Herriman North CRA	-	10,409	25,000	14,591	42%	-	0%
Total Transfers to Other Funds	319,786	6,107,325	6,899,011	791,686	89%	2,800,000	218.1%
Total General Fund Expenditures	\$ 1,466,551	\$ 22,171,843	\$ 29,954,403	\$ 7,978,213	74%	\$ 15,527,337	142.8%

1 The Finance Department's operating expenditures are at 112% of budget due to a payment for the City's external audit. Total expenditures for the department are expected to remain under budget for the fiscal year.

2 The GIS Department's capital equipment purchase was completed in July.

Herriman City Budget Versus Actual Report - April 2023

General Fund - Police							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grants	6,904	116,327	175,200	58,873	66%	150,935	77%
Student Resource Officers	-	-	325,000	325,000	0%	274,001	0%
Lease Proceeds	-	-	-	-	0%	-	0%
Miscellaneous	2,280	76,516	77,200	684	99%	62,836	122%
Sale of Capital Assets	-	-	-	-	0%	-	0%
Transfer From HCSEA	710,000	7,883,000	9,303,000	1,420,000	85%	6,900,000	114%
Budgeted Use of Fund Balance	-	-	373,830	373,830	0%	-	0%
Total Police Revenue	\$ 719,184	\$ 8,075,843	\$ 10,254,230	\$ 2,178,387	79%	\$ 7,387,772	109%
Expenditures							
Personnel	585,179	6,042,921	7,387,069	1,344,148	82%	5,860,649	103%
Operating	34,309	871,220	1,295,555	424,335	67%	636,342	137%
Operating-Dispatch	-	309,017	314,000	4,983	98%	229,201	135%
Capital Outlay	50,632	1,038,458	1,758,920	720,462	59%	700,138	148%
Budgeted Increase in Fund Balance	-	-	-	-	0%	-	0%
Total Expenditures	\$ 670,120	\$ 8,261,616	\$ 10,755,544	\$ 2,493,928	77%	\$ 7,426,330	111%
Excess of Revenues Over (Under) Expenditures							
	\$ 49,064	\$ (185,773)	\$ (501,314)			\$ (38,558)	
Public Safety Impact Fee	6,059	174,324	400,000	225,676	44%	322,029	54%

1

Dispatch expenses are paid semi-annually and have been paid for the remainder of the year.

Herriman City Budget Versus Actual Report - April 2023

General Fund - Animal Services, Community Services, Emergency Management

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Animal Services Fee	2,230	29,552	44,900	15,348	66%	35,868	82%
Animal Services Donation	-	130	500	370	26%	615	21%
Transfer From General Fund	69,756	797,060	936,574	139,514	85%	-	0%
Total Revenue	\$ 71,986	\$ 826,742	\$ 981,974	\$ 155,232	84%	\$ 36,483	2266.1%
Expenditures							
Animal Services							
Personnel	21,476	225,703	282,000	56,297	80%	215,414	105%
Operating	10,762	62,188	72,139	9,951	86%	53,967	115%
Capital Outlay	49,756	49,756	116,678	66,922	43%	-	0%
Total Animal Services	\$ 81,994	\$ 337,647	\$ 470,817	\$ 133,170	72%	\$ 269,381	125.3%
Community Services							
Personnel	11,620	133,861	167,000	33,139	80%	-	0%
Operating	2,786	40,822	62,650	21,828	65%	-	0%
Capital Outlay	-	78,066	115,148	37,082	68%	-	0%
Total Community Services	\$ 14,406	\$ 252,749	\$ 344,798	\$ 92,049	73%	\$ -	0.0%
Emergency Services							
Personnel	298	1,661	35,600	33,939	5%	28,849	6%
Operating	158	4,547	29,445	24,898	15%	19,317	24%
Capital Outlay	32,889	32,889	-	(32,889)	0%	-	0%
Total Emergency Management	\$ 33,345	\$ 39,097	\$ 65,045	\$ 25,948	60%	\$ 48,166	81.2%
Total Expenditures	\$ 129,745	\$ 629,493	\$ 880,660	\$ 251,167	71%	\$ 317,547	198.2%
Excess of Revenues Over (Under) Expenditures	\$ (57,759)	\$ 197,249	\$ 101,314			\$ (281,064)	

1 Operating expenditures include the Animal Services building lease. A budget amendment will be proposed in May to recognize.

2 New department for FY2023 - Costs formerly included in the Planning Department's budget.

Herriman City Budget Versus Actual Report - April 2023

General Fund - ARPA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
ARPA Funds	-	2,401,824	2,401,824	-	100%	2,401,824	100%
Interest Income	552	98,201	-	(98,201)	0%	-	0%
Use of Fund Balance	-	-	2,232,403	2,232,403	0%	-	0%
Total ARPA Fund Revenue	\$ 552	\$ 2,500,025	\$ 4,634,227	\$ 2,134,202	54%	\$ 2,401,824	104.1%
Expenditures							
Operating	-	-	-	-	0%	-	0%
Capital Projects	246,227	1,000,372	4,634,227	3,633,855	22%	-	0%
Total Expenditures	\$ 246,227	\$ 1,000,372	\$ 4,634,227	\$ 3,633,855	22%	\$ -	0.0%
Excess of Revenues Over (Under) Expenditures							
	\$ (245,675)	\$ 1,499,653	\$ -			\$ 2,401,824	

1

1 2nd tranche of ARPA funds received August 2022.

Fund Balance Available				
	FY2021	FY2022 (Actual)*	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ -	\$ 842,641	\$ 2,232,403	\$ -
Addition (Use of)	842,641	1,389,762	(2,232,403)	-
Ending Balance	\$ 842,641	\$ 2,232,403	\$ -	\$ -

*FY2022 fund balance will be "rolled over" to FY2023 through a budget amendment.

Herriman City Budget Versus Actual Report - April 2023

Park Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Park Impact Fees	74,563	1,837,516	3,061,675	1,224,159	60%	2,792,213	66%
Grant-Salt Lake County (TRCC)	-	550,000	550,000	-	100%	-	0%
JVWCD Grant	31,254	31,254	24,613	(6,641)	127%	-	0%
State of Utah Grant	-	4,990	150,000	145,010	3%	-	0%
Interest Income	50,939	215,933	25,000	(190,933)	864%	10,239	2109%
Total Revenue	\$ 156,756	\$ 2,639,693	\$ 3,811,288	\$ 1,171,595	69%	\$ 2,802,452	94%
Expenditures							
Agreements and Reimbursements	-	-	-	-	0%	-	0%
Capital Projects	56,538	1,604,935	3,246,926	1,641,991	49%	1,840,241	87%
Budgeted Increase in Fund Balance	-	-	564,362	564,362	0%	-	0%
Total Expenditures	\$ 56,538	\$ 1,604,935	\$ 3,811,288	\$ 2,206,353	42%	\$ 1,840,241	87%
Excess of Revenues Over (Under) Expenditures	\$ 100,218	\$ 1,034,758	\$ -			\$ 962,211	

Fund Balance Available*				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 3,879,208	\$ 5,471,968	\$ 6,915,696	\$ 7,480,058
Addition (Use of)	1,592,760	1,443,728	564,362	899,525
Ending Balance	\$ 5,471,968	\$ 6,915,696	\$ 7,480,058	\$ 8,379,583

*Finance is gathering information on all existing commitments and agreements. Ending balances should not be relied upon as "available to spend."

Herriman City Budget Versus Actual Report - April 2023

Storm Drain Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Storm Drain Impact Fees	-	71,326	446,516	375,190	16%	592,699	12%
Interest Income	19,317	88,677	10,000	(78,677)	887%	7,356	1206%
Budgeted Use of Fund Balance	-	-	283,534	283,534	0%	-	0%
Total Revenue	\$ 19,317	\$ 160,003	\$ 740,050	\$ 580,047	22%	\$ 600,055	27%
Expenditures							
Agreements and Reimbursements	-	-	16,300	16,300	0%	-	0%
Professional Fees	-	-	75,000	75,000	0%	14,136	0%
Capital Projects	-	-	648,750	648,750	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 740,050	\$ 740,050	0%	\$ 14,136	0%
Excess of Revenues Over (Under) Expenditures	\$ 19,317	\$ 160,003	\$ -			\$ 585,919	

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

Fund Balance Available*				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 2,552,773	\$ 2,247,810	\$ 2,217,045	\$ 1,933,511
Addition (Use of)	(304,963)	(30,765)	(283,534)	142,996
Ending Balance	\$ 2,247,810	\$ 2,217,045	\$ 1,933,511	\$ 2,076,507

*Finance is gathering information on all existing commitments and agreements. Ending balances should not be relied upon as "available to spend."

Herriman City Budget Versus Actual Report - April 2023

Road Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Road Impact Fees	44,100	1,069,492	2,731,625	1,662,133	39%	2,084,223	51%
Reimbursement-Hidden Oaks	-	-	1,260,844	1,260,844	0%	-	0%
Interest Income	10,742	61,062	10,000	(51,062)	611%	6,271	974%
Transfer from Parks Impact Fee	-	-	-	-	0%	-	0%
Transfer from Water Rights	-	-	-	-	0%	-	0%
Budgeted Use of Fund Balance	-	-	950,021	950,021	0%	-	0%
Total Revenue	\$ 54,842	\$ 1,130,554	\$ 4,952,490	\$ 3,821,936	23%	\$ 2,090,494	54.1%
Expenditures							
Agreements and Reimbursements	199,959	1,398,175	4,335,128	2,936,953	32%	349,388	400%
Capital Projects	4,917	234,165	567,362	333,197	41%	20,406	1148%
Professional Services	828	41,119	50,000	8,881	82%	95,383	43%
Transfer to Public Safety Impact Fee	-	-	-	-	0%	-	0%
Total Expenditures	\$ 205,704	\$ 1,673,459	\$ 4,952,490	\$ 3,279,031	34%	\$ 465,177	359.7%
Excess of Revenues Over (Under) Expenditures	\$ (150,862)	\$ (542,905)	\$ -			\$ 1,625,317	

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

Fund Balance Available				
	FY2021	FY2022 (Actual)*	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ (296,011)	\$ 86,259	\$ 2,217,044	\$ 1,267,023
Addition (Use of)	382,270	2,130,785	(950,021)	(88,037)
Ending Balance	\$ 86,259	\$ 2,217,044	\$ 1,267,023	\$ 1,178,986

*Finance is gathering information on all existing commitments and agreements. Ending balances should not be relied upon as "available to spend." A number of FY2022 projects will need to be carried over to FY2023 through a future budget amendment.

Herriman City Budget Versus Actual Report - April 2023

Debt Service Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grant-UDOT	-	-	800,000	800,000	0%	800,000	0%
Transfers In	-	1,500,000	1,500,000	-	100%	1,500,000	100%
Interest Income	(172)	7,331	-	(7,331)	0%	6,987	105%
Budgeted Use of Fund Balance	-	-	1,617,894	1,617,894	0%	-	0%
Total Revenue	\$ (172)	\$ 1,507,331	\$ 3,917,894	\$ 2,410,563	38%	\$ 2,306,987	65.3%
Expenditures							
2021 Sales Tax Bond Debt Service	-	799,456	799,456	-	100%	48,682	1642%
2015 Sales Tax Bond Debt Service	-	2,108,438	2,108,438	-	100%	2,108,113	100%
Trustee Fees	-	4,500	10,000	5,500	45%	10,000	45%
Transfer to Capital Projects	-	1,000,000	1,000,000	-	100%	-	0%
Total Expenditures	\$ -	\$ 3,912,394	\$ 3,917,894	\$ 5,500	100%	\$ 2,166,795	180.6%
Excess of Revenues Over (Under) Expenditures	\$ (172)	\$ (2,405,063)	\$ -			\$ 140,192	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 1,885,749	\$ 1,277,051	\$ 2,378,574	\$ 760,680
Addition (Use of)	(608,698)	1,101,523	(1,617,894)	383,020
Ending Balance	\$ 1,277,051	\$ 2,378,574	\$ 760,680	\$ 1,143,700

Herriman City Budget Versus Actual Report - April 2023

New Development Street Lights Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Street Light Fee Revenue	-	3,273	489,956	486,683	1%	527,244	1%
Interest Income	(181)	8,717	-	(8,717)	0%	-	0%
Total Revenue	\$ (181)	\$ 11,990	\$ 489,956	\$ 477,966	2%	\$ 527,244	2.3%
Expenditures							
New Development Street Lights	-	268,569	489,956	221,387	55%	531,786	51%
Total Expenditures	\$ -	\$ 268,569	\$ 489,956	\$ 221,387	55%	\$ 531,786	50.5%
Excess of Revenues Over (Under) Expenditures	\$ (181)	\$ (256,579)	\$ -			\$ (4,542)	

Fund Balance Available

	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 257,201	\$ 616,516	\$ 536,153	\$ 536,153
Addition (Use of)	359,315	(80,363)	-	-
Ending Balance	\$ 616,516	\$ 536,153	\$ 536,153	\$ 536,153

Herriman City Budget Versus Actual Report - April 2023

New Development Street Signs Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Street Sign Fee Revenue	-	25	90,000	89,975	0%	82,620	0%
Interest Income	51	6,391	-	(6,391)	0%	-	0%
Total Revenue	\$ 51	\$ 6,416	\$ 90,000	\$ 83,584	7%	\$ 82,620	8%
Expenditures							
Sign Installation	21	17,713	90,000	72,287	20%	84,179	21%
Total Expenditures	\$ 21	\$ 17,713	\$ 90,000	\$ 72,287	20%	\$ 84,179	21%
Excess of Revenues Over (Under) Expenditures	\$ 30	\$ (11,297)	\$ -			\$ (1,559)	

21

	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 292,495	\$ 282,850	\$ 270,166	\$ 270,166
Addition (Use of)	(9,645)	(12,684)	-	-
Ending Balance	\$ 282,850	\$ 270,166	\$ 270,166	\$ 270,166

Herriman City Budget Versus Actual Report - April 2023							
Herriman City Special Enforcement Area							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	90,551	7,572,412	7,730,000	157,588	98%	7,509,937	101%
Motor Vehicle in Lieu	35,047	311,629	490,000	178,371	64%	-	0%
Interest Income	10,143	53,616	3,000	(50,616)	1787%	-	0%
Budgeted Use of Fund Balance	-	-	1,080,000	1,080,000	0%	-	0%
Total Revenue	\$ 135,741	\$ 7,937,657	\$ 9,303,000	\$ 1,365,343	85%	\$ 7,509,937	106%
Expenditures							
Transfer to General Fund	710,000	7,883,000	9,303,000	1,420,000	85%	-	0%
Total Expenditures	\$ 710,000	\$ 7,883,000	\$ 9,303,000	\$ 1,420,000	85%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ (574,259)	\$ 54,657	\$ -			\$ 7,509,937	

1

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 808,735	\$ 1,307,908	\$ 1,355,992	\$ 275,992
Addition (Use of)	499,173	48,084	(1,080,000)	(300,000)
Ending Balance	\$ 1,307,908	\$ 1,355,992	\$ 275,992	\$ (24,008)

Herriman City Budget Versus Actual Report - April 2023							
Herriman City Fire Safety Area							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	89,230	7,940,689	7,761,119	(179,570)	102%	7,682,211	103%
Motor Vehicle in Lieu	35,047	485,495	695,209	209,714	70%	-	0%
Interest Income	27,638	105,123	-	(105,123)	0%	-	0%
UFSA Fund Balance Transfer	-	37,941	80,000	42,059	47%	75,882	50%
Total Revenue	\$ 151,915	\$ 8,569,248	\$ 8,536,328	\$ (32,920)	100%	\$ 7,758,093	110%
Expenditures							
Professional Fees	-	-	500,000	500,000	0%	6,800	0%
Bldgs & Grounds - Supplies Maint	50	8,364	35,000	26,636	24%	37,809	22%
Contract Services (UFA)	-	5,401,238	5,200,000	(201,238)	104%	4,984,001	108%
Capital Outlay	-	13,074	-	(13,074)	0%	-	0%
Transfer to General Fund	54,167	1,097,998	1,206,328	108,330	91%	-	0%
Budgeted Increase in Fund Balance	-	-	2,130,000	2,130,000	0%	-	0%
Total Expenditures	\$ 54,217	\$ 6,520,674	\$ 9,071,328	\$ 420,654	72%	\$ 5,028,610	130%
Excess of Revenues Over (Under) Expenditures	\$ 97,698	\$ 2,048,574	\$ (535,000)			\$ 2,729,483	
Fire Impact Fee	9,326	238,577	535,000	296,423	45%	411,506	58%

2

3

4

- 1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.
- 2 Property tax was recalculated using the 2022 rate from January - September. \$221,119 in property tax and \$335,209 in motor vehicle in lieu was transferred from the Fire Safety Area to the General Fund.
- 3 Contract payment to UFA is made on a quarterly basis and was underbudgeted. A budget amendment will be proposed in May to correct.
- 4 Transfer to General Fund is to "pay back" General Fund for funds advanced prior to creation of the Fire Safety Area.

Fund Balance Available (Unrestricted)				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ -	\$ 158,744	\$ 1,152,984	\$ 2,747,984
Addition (Use of)	158,744	994,240	1,595,000	3,650,000
Ending Balance	\$ 158,744	\$ 1,152,984	\$ 2,747,984	\$ 6,397,984
Fire Impact Fee Balance	\$ 162,211	\$ 716,804	\$ 1,251,804	\$ 1,821,804

Herriman City Budget Versus Actual Report - April 2023

Herriman Towne Center CDA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	2,911,474	2,980,605	69,131	98%	2,580,443	113%
Impact Fees	-	-	10,000	10,000	0%	-	0%
Interest Income	35,817	141,377	25,000	(116,377)	566%	6,004	2355%
Total Revenue	\$ 35,817	\$ 3,052,851	\$ 3,015,605	\$ (37,246)	101%	\$ 2,586,447	118.0%
Expenditures							
2016 Tax Increment Bond	-	854,675	854,675	-	100%	880,510	97%
2016 SAA Bond	-	900,467	900,467	-	100%	899,933	100%
Trustee and Administrative Fees	-	39,869	40,000	131	100%	40,375	99%
Budgeted Increase in Fund Balance	-	-	1,220,463	1,220,463	0%	-	0%
Total Expenditures	\$ -	\$ 1,795,011	\$ 3,015,605	\$ 1,220,594	60%	\$ 1,820,818	98.6%
Excess of Revenues Over (Under) Expenditures	\$ 35,817	\$ 1,257,840	\$ -			\$ 765,629	

Fund Balance Available (Unrestricted)				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 3,048,048	\$ 4,258,649	\$ 5,026,472	\$ 6,246,935
Addition (Use of)	1,210,601	767,823	1,220,463	1,370,930
Ending Balance	\$ 4,258,649	\$ 5,026,472	\$ 6,246,935	\$ 7,617,865

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

2 A future budget amendment will be needed to adjust trustee fees paid in conjunction with the City's bonds.

Herriman City Budget Versus Actual Report - April 2023

Herriman Business Center CDA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	1,303,499	2,025,689	722,190	64%	1,085,670	120%
Interest Income	3,732	25,673	12,000	(13,673)	214%	-	0%
Total Revenue	\$ 3,732	\$ 1,329,172	\$ 2,037,689	\$ 708,517	65%	\$ 1,085,670	122.4%
Expenditures							
Tax Incentive Payment-Rosecrest	1,026,434	1,026,434	2,037,000	1,010,566	50%	2,659,130	39%
Administrative Fee	-	869	-	(869)	0%	-	0%
Budgeted Increase in Fund Balance	-	-	689	689	0%	-	0%
Total Expenditures	\$ 1,026,434	\$ 1,027,303	\$ 2,037,689	\$ 1,010,386	50%	\$ 2,659,130	38.6%
Excess of Revenues Over (Under) Expenditures	\$ (1,022,702)	\$ 301,869	\$ -			\$ (1,573,460)	

Fund Balance Available (Unrestricted)				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 1,420,319	\$ 2,659,132	\$ 280,982	\$ 281,671
Addition (Use of)	1,238,813	(2,378,150)	689	15,258
Ending Balance	\$ 2,659,132	\$ 280,982	\$ 281,671	\$ 296,929

1 Expenditure was for the fund's portion of the annual Renewal Agency report. A budget amendment will be proposed in May.

Herriman City Budget Versus Actual Report - April 2023

Herriman Anthem Town Center CRA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	1,084,027	1,145,574	61,547	95%	913,878	119%
Interest Income	2,410	13,906	5,000	(8,906)	278%	-	0%
Total Revenue	\$ 2,410	\$ 1,097,933	\$ 1,150,574	\$ 52,641	95%	\$ 913,878	120.1%
Expenditures							
Tax Increment Payments	633,793	633,793	600,000	(33,793)	106%	461,842	137%
Sales Tax Incentive Payments	56,671	288,126	200,000	(88,126)	144%	348,540	83%
Administrative Fee	-	869	-	(869)	0%	-	0%
Budgeted Increase in Fund Balance	-	-	350,574	350,574	0%	-	0%
Total Expenditures	\$ 690,464	\$ 922,788	\$ 1,150,574	\$ 227,786	80%	\$ 810,382	113.9%
Excess of Revenues Over (Under) Expenditures	\$ (688,054)	\$ 175,145	\$ -			\$ 103,496	

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

2 Winco and Anthem sales tax incentives are based on POS sales tax received. A budget amendment will be proposed in May to correct.

Fund Balance Available (Unrestricted)*

	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 463,905	\$ 391,368	\$ 201,274	\$ 551,848
Addition (Use of)	(72,537)	(190,094)	350,574	365,131
Ending Balance	\$ 391,368	\$ 201,274	\$ 551,848	\$ 916,979

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

2 Winco and Anthem sales tax incentives are based on POS sales tax received. A budget amendment will be proposed in May to correct.

Herriman City Budget Versus Actual Report - April 2023

Herriman Innovation District CDA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	260,230	176,000	(84,230)	148%	158,197	164%
Interest Income	1,698	6,365	7,500	1,135	85%	-	0%
Total Revenue	\$ 1,698	\$ 266,595	\$ 183,500	\$ (83,095)	145%	\$ 158,197	168.5%
Expenditures							
Tax Incentive Payment	90,382	90,382	150,000	59,618	60%	-	0%
Administrative Fee	-	869	-	(869)	0%	-	0%
Budgeted Increase in Fund Balance	-	-	33,500	33,500	0%	-	0%
Total Expenditures	\$ 90,382	\$ 91,251	\$ 183,500	\$ 92,249	50%	\$ -	0.0%
Excess of Revenues Over (Under) Expenditures	\$ (88,684)	\$ 175,344	\$ -			\$ 158,197	

1 Expenditure was for the fund's portion of the annual Renewal Agency report. A budget amendment will be proposed in May.

Fund Balance Available (Unrestricted)*

	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ -	\$ -	\$ 89,900	\$ 123,400
Addition (Use of)	-	89,900	33,500	32,600
Ending Balance	\$ -	\$ 89,900	\$ 123,400	\$ 156,000

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

1 Expenditure was for the fund's portion of the annual Renewal Agency report. A budget amendment will be proposed in May.

Herriman City Budget Versus Actual Report - April 2023

Herriman North CRA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Transfer from General Fund	-	10,409	25,000	14,591	42%	-	0%
Total Revenue	\$ -	\$ 10,409	\$ 25,000	\$ 14,591	42%	\$ -	0%
Expenditures							
Sales Tax Incentive Payment	-	10,409	25,000	14,591	42%	-	0%
Total Expenditures	\$ -	\$ 10,409	\$ 25,000	\$ 14,591	42%	\$ -	0%
Excess of Revenues Over (Under)							
Expenditures	\$ -	\$ -	\$ -			\$ -	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ -
Addition (Use of)	-	-	-	-
Ending Balance	\$ -	\$ -	\$ -	\$ -

Herriman City Budget Versus Actual Report - April 2023

City Hall Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	42	5,224	-	(5,224)	0%	-	0%
Budgeted Use of Fund Balance	-	-	100,000	100,000	0%	-	0%
Total Revenue	\$ 42	\$ 5,224	\$ 100,000	\$ 94,776	5%	\$ -	0%
Expenditures							
City Hall Capital Outlay	-	19,517	100,000	80,483	20%	15,901	123%
Transfer to Public Works Facility Fund	-	-	-	-	0%	-	0%
Total Expenditures	\$ -	\$ 19,517	\$ 100,000	\$ 80,483	20%	\$ 15,901	123%
Excess of Revenues Over (Under) Expenditures	\$ 42	\$ (14,293)	\$ -			\$ (15,901)	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 552,422	\$ 542,957	\$ 227,167	\$ 127,167
Addition (Use of)	(9,465)	(315,790)	(100,000)	-
Ending Balance	\$ 542,957	\$ 227,167	\$ 127,167	\$ 127,167

Herriman City Budget Versus Actual Report - April 2023							
Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grants-Federal (ACUB)	408,719	408,719	2,000,000	1,591,281	20%	1,250,000	33%
Grants-Salt Lake County	2,088,671	2,788,671	2,791,681	3,010	100%	-	0%
Grants-State (Land Purchase)	-	416,965	-	(416,965)	0%	1,201,755	35%
JVWCD Grant	-	26,113	26,113	-	100%	-	0%
Bond Proceeds	-	-	-	-	0%	10,593,000	0%
Interest Income	41,643	448,936	210,000	(238,936)	214%	-	0%
Miscellaneous Revenue	2,600	2,600	-	(2,600)	0%	-	0%
Reimbursement - Herriman Main St	862,032	862,032	-	(862,032)	0%	-	0%
Transfer In - General Fund	319,786	3,296,916	3,936,489	639,573	84%	-	0%
Transfer In - Water Rights	-	9,822,566	10,485,370	662,804	94%	-	0%
Transfer In - Debt Service	-	1,000,000	1,000,000	-	100%	-	0%
Proceeds-Sale of Property	19,969	682,773	-	(682,773)	0%	-	0%
South Valley Sewer Reimbursement	-	-	406,771	406,771	0%	-	0%
Budgeted Use of Fund Balance	-	-	1,578,840	1,578,840	0%	-	0%
Total Revenue	\$ 3,743,420	\$ 19,756,291	\$ 22,435,264	\$ 2,678,973	88%	\$ 13,044,755	151%
Expenditures							
Capital Projects	1,283,996	7,886,816	22,435,264	14,548,448	35%	10,593,000	74%
Bond Issuance Costs	-	-	-	-	0%	1,000	0%
Transfer to Road Impact Fee Fund	-	-	-	-	0%	-	0%
Total Expenditures	\$ 1,283,996	\$ 7,886,816	\$ 22,435,264	\$ 14,548,448	35%	\$ 10,594,000	74%
Excess of Revenues Over (Under) Expenditures	\$ 2,459,424	\$ 11,869,475	\$ -			\$ 2,450,755	

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ (12,173,678)	\$ (6,469,722)	\$ 3,333,738	\$ 1,754,898
Addition (Use of)	5,703,956	9,803,460	(1,578,840)	(61,186)
Ending Balance	\$ (6,469,722)	\$ 3,333,738	\$ 1,754,898	\$ 1,693,712
Interfund Loan (Water Rights Impact)	\$ 12,500,000	\$ 12,500,000		
Adjusted Ending Balance	\$ 6,030,278	\$ 15,833,738		

Herriman City Budget Versus Actual Report - April 2023							
Public Works Facility Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Transfer In - General Fund	-	1,300,000	1,300,000	-	100%	1,300,000	100%
Interest Income	153	19,196	-	(19,196)	0%	-	0%
Total Revenue	\$ 153	\$ 1,319,196	\$ 1,300,000	\$ (19,196)	101%	\$ 1,300,000	101.5%
Expenditures							
Debt Service-Walker Trust	-	1,093,371	1,093,371	-	100%	1,093,371	100%
Budgeted Increase in Fund Balance	-	-	206,629	206,629	0%	-	0%
Total Expenditures	\$ -	\$ 1,093,371	\$ 1,300,000	\$ 206,629	84%	\$ 1,093,371	100.0%
Excess of Revenues Over (Under) Expenditures	\$ 153	\$ 225,825	\$ -			\$ 206,629	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ (66,752)	\$ 74,538	\$ 546,868	\$ 753,497
Addition (Use of)	141,290	472,330	206,629	206,629
Ending Balance	\$ 74,538	\$ 546,868	\$ 753,497	\$ 960,126

General Capital Projects by Type							
Project	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Transportation							
Traffic Signals	-	-	-	-	0%	12,485	0%
Main Street Extension	575,474	2,233,470	10,650,074	8,416,604	21%	81,897	2727%
Dansie Blvd Phase 1 and Silver Sky Dr (Reimbursement)	668,927	1,763,829	1,025,309	(738,520)	172%	1,265,535	139%
Juniper Crest and Patriot Ridge Crosswalk Improvements	-	11,544	320,000	308,456	4%	-	0%
Gina Road	-	-	-	-	0%	63,574	0%
HAWK Pedestrian Traffic Signal Rosecrest & Highfield Rd	-	108,836	135,000	26,164	81%	-	0%
Crosswalks and ADA Ramps-Ivie Farms & Rose Canyon Rd	-	-	60,000	60,000	0%	-	0%
Bike Lanes-Anthem Park Blvd	-	-	28,000	28,000	0%	-	0%
7300 W Phase 2-Halls Crossing to McCuiston Ave Design	-	2,482	340,000	337,518	1%	-	0%
7300 W Extension Phase 3 (Reimbursement)	-	-	18,900	18,900	0%	-	0%
Transit Corridor Study	-	20,000	20,000	-	100%	-	0%
6000 W Road Widening Phase 1 (Design)	-	-	210,000	210,000	0%	-	0%
6000 W Road Widening Phase 2 (Design)	-	-	80,000	80,000	0%	-	0%
Reconstruction of Hi Country Road & Main Street (Design)	10,195	10,195	55,000	44,805	19%	-	0%
Crosswalk and RRFB Installation-Juniper Crest & Tilton Dr	-	-	-	-	0%	-	0%
Rose Blvd (13200 S) to Mountain View Connection (Reimbursement)	-	-	173,000	173,000	0%	-	0%
Herriman Blvd Phase 4 (Herriman Blvd Oceanside Dr to Elation Dr) (Reimbursement)	-	-	492,284	492,284	0%	-	0%
Herriman Blvd Phase 5 (Reimb)	-	-	1,000,000	1,000,000	0%	-	0%
Total Transportation	1,254,596	4,150,356	14,607,567	10,457,211	28%	1,423,491	292%
Parks & Recreation							
Range East Detention Pond Landscaping (Reimbursement)	-	-	40,535	40,535	0%	-	0%
Cemetery Restroom	-	12,949	228,975	216,026	6%	7,758	167%
Main Street Park Strips and Open Space	-	801,666	900,506	98,840	89%	20,421	3926%
Total Parks & Recreation	-	814,615	1,170,016	355,401	70%	28,179	2891%
Storm Drain							
5600 W Midas Creek Improvements	-	-	64,000	64,000	0%	-	0%
Herriman Corners Retention Pond Fence	-	-	-	-	0%	37,325	0%
FEMA Ditch Reimbursement	-	700,000	700,000	-	100%	-	0%
6400 W Resident Driveway Approaches	-	45,000	50,000	5,000	90%	-	0%
Total Storm Drain	-	745,000	814,000	69,000	92%	37,325	1996%
Other							
Property Acquisition	-	2,147,445	5,843,681	3,696,236	37%	2,473,567	87%
City-Wide Fiber Optic Net	29,400	29,400	-	(29,400)	0%	-	0%
Total Other	29,400	2,176,845	5,843,681	3,666,836	37%	2,473,567	88%
Total Capital Project Expenditures	\$ 1,283,996	\$ 7,886,816	\$ 22,435,264	\$ 14,548,448	35%	\$ 3,962,562	199.0%

Herriman City Budget Versus Actual Report - April 2023							
Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	676,683	9,530,446	12,407,736	2,877,290	77%	8,710,774	109%
Connection Fees	6,300	130,351	730,748	600,397	18%	237,693	55%
Reimbursements	4,240	34,196	95,884	61,688	36%	29,564	116%
Interest Income	110,513	626,419	45,000	(581,419)	1392%	59,221	1058%
Jordan Valley Water Conservancy Grant	-	34,264	-	(34,264)	0%	-	0%
Sale of Fixed Assets	-	-	-	-	0%	-	0%
Lease Proceeds	-	-	600,000	600,000	0%	-	0%
Other	10,081	158,955	232,808	73,853	68%	243,541	65%
Transfer In - Water Impact Fee Fund	168,555	1,685,550	2,022,655	337,105	83%	-	0%
Use of Fund Balance	-	-	12,651,290	12,651,290	0%	-	0%
Total Water Fund Revenue	\$ 976,372	\$ 12,200,181	\$ 28,786,121	\$ 16,585,940	42.4%	\$ 9,280,793	131.5%
Expenditures							
Administration							
Personnel	33,978	370,301	496,000	125,699	75%	295,453	125%
Operating	53,346	456,833	837,853	381,020	55%	3,996,616	11%
Administrative Chargeback	36,345	508,189	720,704	212,515	71%	433,073	117%
Total Administration	\$ 123,669	\$ 1,335,323	\$ 2,054,557	\$ 719,234	65.0%	\$ 4,725,142	28.3%
Maintenance							
Personnel	114,290	1,215,006	1,155,000	(60,006)	105%	1,001,330	121%
Operating	79,180	1,074,707	2,049,782	975,075	52%	1,478,177	73%
Water Purchases (JVWCD)	133,102	2,884,542	4,667,108	1,782,566	62%	2,393,962	120%
Capital Outlay	404,419	1,295,693	1,485,412	189,719	87%	314,810	412%
Total Maintenance	\$ 730,991	\$ 6,469,948	\$ 9,357,302	\$ 2,887,354	69.1%	\$ 5,188,279	124.7%
Blue Stakes							
Personnel	3,330	26,328	76,000	49,672	35%	27,295	96%
Operating	994	12,931	18,388	5,457	70%	17,396	74%
Total Blue Stakes	\$ 4,324	\$ 39,259	\$ 94,388	\$ 55,129	41.6%	\$ 44,691	87.8%
Secondary Water							
Personnel	6,618	47,703	75,000	27,297	64%	39,207	122%
Operating	3,991	361,361	458,725	97,364	79%	221,792	163%
Total Maintenance	\$ 10,609	\$ 409,064	\$ 533,725	\$ 124,661	76.6%	\$ 260,999	156.7%
Other							
Bond Payments and Fees	4,500	2,438,568	2,129,868	(308,700)	114%	906,286	269%
Capital Projects	195,378	985,816	14,616,281	13,630,465	7%	124,764	790%
Total Other	\$ 199,878	\$ 3,424,384	\$ 16,746,149	\$ 13,321,765	20.4%	\$ 1,031,050	332.1%
Total Expenditures	\$ 1,069,471	\$ 11,677,978	\$ 28,786,121	\$ 17,108,143	40.6%	\$ 11,250,161	103.8%
Excess of Revenues Over (Under) Expenditures	\$ (93,099)	\$ 522,203	\$ -			\$ (1,969,368)	

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness. This amount also includes unspent bond proceeds.

Fund Balance Available (Current Assets Less Current Liabilities)				
	FY2021	FY2022 (Actual)*	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ (16,025,623)	\$ (1,658,449)	\$ 22,305,266	\$ 9,653,976
Addition (Use of)	14,367,174	23,963,715	(12,651,290)	(3,226,420)
Ending Balance	\$ (1,658,449)	\$ 22,305,266	\$ 9,653,976	\$ 6,427,556

*Includes bond proceeds budgeted in FY2023 and FY2024

Herriman City Budget Versus Actual Report - April 2023							
Water Fund Summary							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue	\$ 976,372	\$ 12,200,181	\$ 28,786,121	16,585,940	42%	\$ 9,280,793	131%
Expenditures							
Personnel	158,216	1,659,338	1,802,000	142,662	92%	1,363,285	122%
Operating	137,511	1,905,832	3,364,748	1,458,916	57%	5,713,981	33%
Water Purchases	133,102	2,884,542	4,667,108	1,782,566	62%	2,393,962	120%
Capital	599,797	2,281,509	16,101,693	13,820,184	14%	439,574	519%
Bond Payments	4,500	2,438,568	2,129,868	(308,700)	114%	308,701	790%
Administrative Chargeback	36,345	508,189	720,704	212,515	71%	433,073	117%
Total Expenditures	\$ 1,069,471	\$ 11,677,978	\$ 28,786,121	\$ 142,662	40.6%	\$ 10,652,576	109.6%
Excess of Revenues Over (Under) Expenditures	\$ (93,099)	\$ 522,203	\$ -			\$ (1,371,783)	

1 Personnel was not budgeted correctly and did not include all full time equivalent employees. A budget amendment will be proposed in May to correct.

2 Interest expense was not budgeted correctly.

Water Fund Capital Projects

Project	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Rosecrest Pump Station	-	-	-	-	0%	107,307	0%
AMI Water Reading System	234	8,996	145,000	136,004	6%	17,457	52%
Well Smart Billing Software	-	-	-	-	0%	-	0%
Meter Reading Web Portal	-	-	65,000	65,000	0%	-	0%
Replacement of Aging and Deficient Water System	-	126,049	370,000	243,951	34%	-	0%
Hamilton Well Rehabilitation	-	-	-	-	0%	-	0%
Old Town Water 19.8	-	-	450,000	450,000	0%	-	0%
13400 S Water Upsizing	-	117,331	117,331	-	100%	-	0%
Relocate Bodell Well	-	-	50,000	50,000	0%	-	0%
Future Well Relocation Feasibility	-	-	42,000	42,000	0%	-	0%
North Herriman Well Rehabilitation	-	-	900,000	900,000	0%	-	0%
Old Town Water 19.2	-	-	540,000	540,000	0%	-	0%
Dansie Blvd Phase 1 (Reimbursement)	-	-	312,689	312,689	0%	-	0%
13400 S Secondary Waterline	-	-	150,000	150,000	0%	-	0%
Secondary Water Expansion and Repair	-	-	50,000	50,000	0%	-	0%
Water Storage Building	-	-	20,000	20,000	0%	-	0%
6400 W Improvement (Olympia) Reimbursement	-	-	65,000	65,000	0%	-	0%
Herriman Blvd Phase 4 (Herriman Blvd Oceanside Dr to Elation Dr) (Reimbursement)	-	-	68,529	68,529	0%	-	0%
Zone 5 Water to Sky Haven	-	-	35,732	35,732	0%	-	0%
Zone 2 & 3 Pipeline	-	-	1,000,000	1,000,000	0%	-	0%
Zone 2 & 3 Major Water Improvement	45,585	77,185	9,600,000	9,522,815	1%	-	0%
Zone 5 VFD Pump Station	-	-	110,000	110,000	0%	-	0%
Hidden Oaks Backbone PH 2	149,559	656,255	525,000	(131,255)	125%	-	0%
Total Capital Project Expenditures	\$ 195,378	\$ 985,816	\$ 14,616,281	\$ 13,630,465	7%	\$ 124,764	790.1%

1 Expense reflects actual amount eligible for reimbursement. A budget amendment will be proposed in May to correct.

Water Rights Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Rights	-	-	5,000	5,000	0%	3,315	0%
Interest Income	(5,810)	43,531	15,000	(28,531)	290%	13,525	322%
Use of Fund Balance	-	-	13,101,870	13,101,870	0%	-	0%
Total Revenue	\$ (5,810)	\$ 43,531	\$ 13,121,870	\$ 13,078,339	0%	\$ 16,840	258%
Expenditures							
Water Right Purchases	-	-	2,500,000	2,500,000	0%	135,600	0%
Water Right Research/Fees	13,109	132,351	136,500	4,149	97%	91,746	144%
Transfer to Capital Projects	-	(9,822,566)	(10,485,370)	(662,804)	94%	-	0%
Total Expenditures	\$ 13,109	\$ (9,690,215)	\$ (7,848,870)	\$ 1,841,345	123%	\$ 227,346	-4262%
Excess of Revenues Over (Under) Expenditures							
	\$ (18,919)	\$ 9,733,746	\$ 20,970,740			\$ (210,506)	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 14,718,995	\$ 16,064,088	\$ 15,967,361	\$ 2,865,491
Addition (Use of)	1,345,093	(96,727)	(13,101,870)	(3,351,500)
Ending Balance	\$ 16,064,088	\$ 15,967,361	\$ 2,865,491	\$ (486,009)
Interfund Loan (Capital Projects)	\$ (12,500,000)	\$ (12,500,000)		
Adjusted Ending Balance	\$ 3,564,088	\$ 3,467,361		

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

Herriman City Budget Versus Actual Report - April 2023

Water Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Impact Fees	112,910	1,993,269	2,682,323	689,054	74%	3,028,635	66%
Interest Income	18,776	97,318	-	(97,318)	0%	6,809	1429%
Use of Fund Balance	-	-	7,394,270	7,394,270	0%	-	0%
Total Revenue	\$ 131,686	\$ 2,090,587	\$ 10,076,593	\$ 7,986,006	21%	\$ 3,035,444	69%
Expenses							
Reimbursements							
East Herriman Zone 2&3	-	-	3,600,000	3,600,000	0%	50,002	0%
Hidden Oaks Backbone PH 2	9,029	30,235	733,951	703,716	4%	-	0%
Vertical Development (4000 W) (Bella Ve)	-	-	9,634	9,634	0%	47,622	0%
Herriman Blvd Phase 3 Widening	-	-	3,000	3,000	0%	-	0%
Herriman Blvd Phase 4 Widening	-	-	29,369	29,369	0%	-	0%
Rosecrest East Major Water Infrastructure	-	-	867,780	867,780	0%	-	0%
Dansie Blvd Phase 1 Reimbursement	-	-	3,500	3,500	0%	-	0%
Autumn Crest Water Reimbursement (Wasatch)	-	843,047	367,780	(475,267)	229%	-	0%
Rosecrest East Major Water Infrastructure (Wasatch)	-	-	183,878	183,878	0%	-	0%
11800 South Improvements	-	-	420	420	0%	-	0%
Total Reimbursements	\$ 9,029	\$ 873,282	\$ 5,799,312	\$ 4,926,030	15%	\$ 97,624	895%
Capital Projects							
Herriman Main Street Widening	557	557	1,700,000	1,699,443	0%	-	0%
Zone 4 Cove Secondary Reservoir and Pipeline	-	-	469,044	469,044	0%	-	0%
Total Capital Projects	\$ 557	\$ 557	\$ 2,169,044	\$ 2,168,487	0%	\$ -	0%
Other							
Professional Services	10,262	46,754	85,582	38,828	55%	36,781	127%
Transfer to Water Fund	168,555	1,685,550	2,022,655	337,105	83%	-	0%
Total Capital Projects	\$ 178,817	\$ 1,732,304	\$ 2,108,237	\$ 375,933	82%	\$ 36,781	4710%
Total Expenses	\$ 188,403	\$ 2,606,143	\$ 10,076,593	\$ 7,470,450	26%	\$ 134,405	1939%
Excess of Revenues Over (Under) Expenses	\$ (56,717)	\$ (515,556)	\$ -			\$ 2,901,039	

Fund Balance Available*				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 18,914,929	\$ 21,281,842	\$ 3,434,344	\$ (3,959,926)
Addition (Use of)	2,366,913	(17,847,498)	(7,394,270)	(3,000)
Ending Balance	\$ 21,281,842	\$ 3,434,344	\$ (3,959,926)	\$ (3,962,926)

*Finance is gathering information on all existing commitments and agreements. Ending balances should not be relied upon as "available to spend."

1 Amount is over budget due to a "catch up" of payments owed. This agreement is now fulfilled. A budget amendment will be proposed in May to correct.

Herriman City Budget Versus Actual Report - April 2023

Storm Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Storm Water Fee	136,929	1,347,476	1,605,000	257,524	84%	1,292,390	104%
Interest Income	447	9,725	-	(9,725)	0%	-	0%
Use of Fund Balance	-	-	1,044,347	1,044,347	0%	-	0%
Total Revenue	\$ 137,376	\$ 1,357,201	\$ 2,649,347	\$ 1,292,146	51%	\$ 1,292,390	105%
Expenses							
Administration							
Personnel	-	-	500	500	0%	-	0%
Operating	6,556	49,594	48,450	(1,144)	102%	13,879	357%
Administrative Chargeback	9,727	150,871	384,376	233,505	39%	347,062	43%
Total Administration	\$ 16,283	\$ 200,465	\$ 433,326	\$ 232,861	46%	\$ 360,941	56%
Maintenance							
Personnel	38,163	354,726	459,000	104,274	77%	306,064	116%
Operating	10,287	80,938	563,060	482,122	14%	90,578	89%
Capital	-	252,750	760,351	507,601	33%	24,279	1041%
Total Maintenance	\$ 48,450	\$ 688,414	\$ 1,782,411	\$ 1,093,997	39%	\$ 420,921	164%
Engineering							
Personnel	8,086	86,221	292,500	206,279	29%	166,859	52%
Operating	840	44,058	51,110	7,052	86%	25,735	171%
Administrative Chargeback	14,702	95,986	90,000	(5,986)	107%	81,626	118%
Total Engineering	\$ 23,628	\$ 226,265	\$ 433,610	\$ 207,345	52%	\$ 274,220	83%
Total Expenses	\$ 88,361	\$ 1,115,144	\$ 2,649,347	\$ 1,534,203	42%	\$ 1,056,082	106%
Excess of Revenues Over (Under) Expenses	\$ 49,015	\$ 242,057	\$ -			\$ 236,308	

1 Overall the Administrative Chargeback is within budgeted amounts (see chargeback under "Administration"). Finance has recalculated all administrative charges for fiscal year 2023.

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 185,446	\$ 402,487	\$ 570,054	\$ (474,293)
Addition (Use of)	217,041	167,567	(1,044,347)	(119,489)
Ending Balance	\$ 402,487	\$ 570,054	\$ (474,293)	\$ (593,782)

Herriman City Budget Versus Actual Report - April 2023

Storm Water Fund Summary							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue	\$ 137,376	\$ 1,357,201	\$ 2,649,347	1,292,146	51%	\$ 1,292,390	105.0%
Expenditures							
Personnel	46,249	440,947	752,000	311,053	59%	472,923	93%
Operating	17,683	174,590	662,620	488,030	26%	130,192	134%
Capital	-	252,750	760,351	507,601	33%	24,279	1041%
Administrative Chargeback	24,429	246,857	474,376	227,519	52%	420,921	59%
Total Expenditures	\$ 88,361	\$ 1,115,144	\$ 2,649,347	\$ 311,053	42%	\$ 1,048,315	106.4%
Excess of Revenues Over (Under) Expenditures	\$ 49,015	\$ 242,057	\$ -			\$ 244,075	

Herriman City Budget Versus Actual Report - April 2023

High Country I Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	9,200	107,484	-	(107,484)	0%	103,357	104%
Interest Income	763	7,112	-	(7,112)	0%	400	1778%
Total Revenue	\$ 9,963	\$ 114,596	\$ -	\$ (114,596)	0%	\$ 103,757	110%
Expenditures							
Administration							
Personnel	485	5,906	-	(5,906)	0%	7,738	76%
Operating	327	12,136	-	(12,136)	0%	2,526	480%
Total Administration	\$ 812	\$ 18,042	\$ -	\$ (18,042)	0%	\$ 10,264	176%
Maintenance							
Personnel	1,321	19,011	-	(19,011)	0%	28,724	66%
Operating	1,194	30,508	-	(30,508)	0%	18,031	169%
Capital	987	2,157	-	(2,157)	0%	-	0%
Total Maintenance	\$ 3,502	\$ 51,676	\$ -	\$ (51,676)	0%	\$ 46,755	111%
Total Expenditures	\$ 4,314	\$ 69,718	\$ -	\$ (69,718)	0%	\$ 57,019	122%
Excess of Revenues Over (Under) Expenditures							
	\$ 5,649	\$ 44,878	\$ -			\$ 46,738	

Fund Balance Available (Unrestricted)				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 280,506	\$ 86,917	\$ 103,771	\$ 103,771
Addition (Use of)	(101,173)	60,986	-	-
Capital Reserve	(92,416)	(44,132)	-	-
Ending Balance	\$ 86,917	\$ 103,771	\$ 103,771	\$ 103,771
Capital Reserve Balance	\$ 92,416	\$ 136,548		

Herriman City Budget Versus Actual Report - April 2023

High Country II Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	15,282	172,628	-	(172,628)	0%	154,814	112%
Water Impact Fees	-	16,884	-	(16,884)	0%	16,884	100%
Interest Income	177	17,172	-	(17,172)	0%	-	0%
Total Revenue	\$ 15,459	\$ 206,684	\$ -	\$ (206,684)	0%	\$ 171,698	120.4%
Expenditures							
Personnel	898	10,937	-	(10,937)	0%	14,329	76%
Operating	8,655	153,815	-	(153,815)	0%	61,502	250%
Capital	-	174,730	-	(174,730)	0%	-	0%
Transfer to General Fund	-	163,235	-	(163,235)	0%	-	0%
Total Expenditures	\$ 9,553	\$ 502,717	\$ -	\$ (502,717)	0%	\$ 75,831	662.9%
Excess of Revenues Over (Under) Expenditures							
	\$ 5,906	\$ (296,033)	\$ -			\$ 95,867	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 490,611	\$ 617,677	\$ 788,439	\$ 788,439
Addition (Use of)	127,066	170,762	-	-
Ending Balance*	\$ 617,677	\$ 788,439	\$ 788,439	\$ 788,439
Impact Fees Collected	\$ 33,768	\$ 33,768		
*Ending balance includes restricted impact fees				



STAFF REPORT

DATE: May 31, 2023

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, Assistant City Engineer

SUBJECT: Consideration to Award the Construction Contract for the 2023 Herriman Roadway Striping Project

RECOMMENDATION:

It is recommended to award the construction contract to the low bidder, RoadSafe Traffic System Inc., for the 2023 City Roadway Striping Project.

ISSUE BEFORE COUNCIL:

Should the City Council award the construction contract for this project?

BACKGROUND/SUMMARY:

Every year, the City works to refresh and restripe roadway markings on public streets. Due to weathering, tire wear, and snow plowing, the roadway markings often start to fade. This project will restripe/refresh the existing markings in the City, as well as make a few new adjustments where the striping needs correction or updates.

Treatments were split into two schedules:

1. New Striping Adjustments (removals and additions) – Bid Schedule A
2. Restriping Existing Markings – Bid Schedule B

DISCUSSION:

Three bids were received for each schedule, bidders were to be compared based on the total combined price of all bid schedules.

Table 1. Bid Results for 2023 City Striping Contract

Contractor:	Schedule A	Schedule B	Total Bid Amount
Peck Striping, Inc	\$ 43,609.03	\$ 188,721.55	\$ 232,330.58
Interstate Companies, Inc	\$ 36,386.25	\$ 360,025.00	\$ 396,411.25
RoadSafe Traffic Systems, Inc	\$ 16,786.20	\$ 184,223.50	\$ 201,009.70

Based on the total bid amount, RoadSafe Traffic Systems Inc. is the lowest bidder for the project. A due diligence review of RoadSafe Traffic Systems is ongoing to verify they meet the requirements and expectations of the City. It is anticipated if they pass the due diligence review, it is recommended they be awarded the contract.

FISCAL IMPACT:

The total cost of the entire bid package is **\$201,009.70**. The budget amount for roadway striping is \$215,000 (GL Code 10-65-240). There will likely be more available as the full 2023 budget was not used, and we will likely be able to roll over some additional funds to this budget. But to be fiscally conservative, those funds were not projected into the analysis below.

Table 2. Budget Analysis

Total Budget Amount Available (FY2024)	\$ 215,000.00
Total Project Cost:	\$ 201,009.70
Total Funds Remaining for Contingency	\$ 13,990.30

ALTERNATIVES:

Option 1 [Recommended] - Award the construction contract to the low bidder, Roadsafe Traffic Systems, contingent on that contractor passing the City's due diligence review requirements. This will allow the project to adhere to the City's fiscal deadlines and anticipated treatments for this summer.

Option 2 - Reject all bids and rebid the project again. No perceived benefit from this option.



STAFF REPORT

DATE: June 8, 2023

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director/City Engineer

SUBJECT: **Consideration of a Reimbursement Agreement with Parkwest Real Estate Partners, LLC. for infrastructure improvements installed in conjunction with the Axia Business Park Development**

RECOMMENDATION:

Staff recommends that the City Council approve the reimbursement agreement.

ISSUE BEFORE COUNCIL:

Should the City Council enter into a reimbursement agreement with Parkwest Real Estate Partners, LLC for infrastructure improvements being installed in conjunction with the Axia Business Park development?

BACKGROUND/SUMMARY:

Parkwest Real Estate Partners, LLC (Developer) is constructing the Axia Business Park project located near Porter Rockwell Boulevard and Mountain View Corridor, as depicted in Figure 1.



Figure 1. Axia Business Park Project Location Map

As part of the project, the Developer is installing roadway and water system improvements that are included as system improvements in the adopted transportation and water impact fee facility plans. The Developer is requesting that the City enter into a reimbursement agreement with them before commencing construction on the system improvements.

DISCUSSION:

The Developer is willing to install the public road and water system improvements in excess of what is required for their development for the purpose of planning for and accommodating future development on adjacent land. The Transportation Impact Fee Analysis identifies the roadway as Project 1-7 and that 22% of the total roadway improvements cost is impact fee eligible. The roadway improvements have been divided into two segments: 1) Park & Ride Frontage and 2) Axia Project Frontage, which are depicted in Figure 2 and further described below:

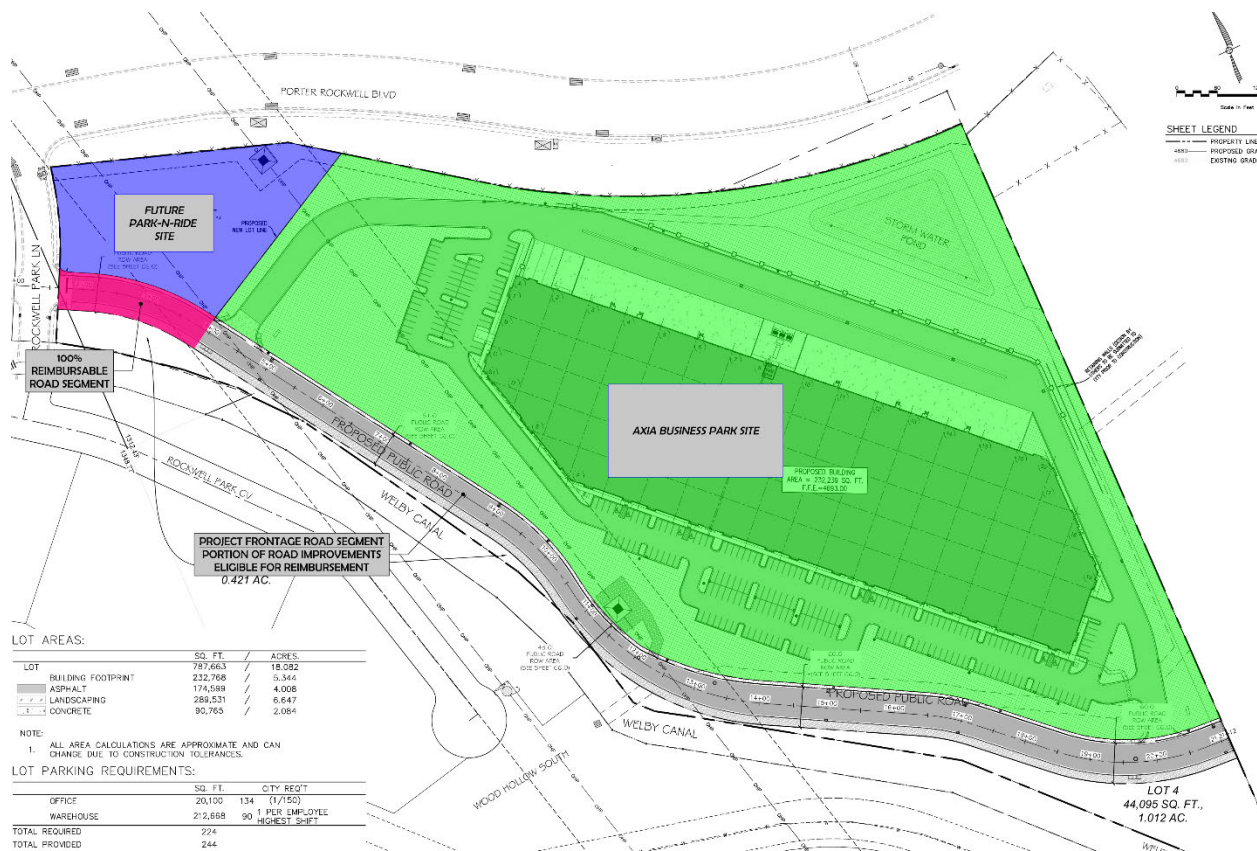


Figure 2. Overall Site Plan

Park & Ride Frontage

This segment of roadway is approximately 230 feet in length and is along a parcel that will be deeded to Herriman City to construct the Rockwell Landing Trailhead/Park & Ride project. Herriman, who is developing the adjacent parcel for this segment of road, is responsible for the full right-of-way improvements along the park & ride frontage. Since the Developer will be constructing this segment of roadway earlier than Herriman anticipated in the Capital Improvement Plan, it is proposed that Herriman will reimburse the Developer for the impact fee-eligible portion of the road improvements upon completion of the improvements and that the remaining roadway costs will be reimbursed to the Developer upon commencement of construction for the Park & Ride. The Park & Ride is currently planned for construction in 2029.

Axia Project Frontage

This segment of roadway is approximately 1700 feet in length. The road is required to provide access to the project. The improvements are proposed to be reimbursed, per the impact fee eligibility from the Transportation Impact Fee Analysis, upon transfer of the improvements to the City.

Water System Upsize

The water system improvements that are in excess of infrastructure needed to support the Axia Business Park Project are eligible for reimbursement. The reimbursement for these improvements is proposed to be made upon transfer of the constructed improvements to the City.

The proposed reimbursement amounts have been estimated as shown in Table 1.

Table 1

Axia Business Park Project Reimbursement Summary			
Item	Total Anticipated Cost (2022 Dollars)	Reimbursable Amount (2022 Dollars)	Fund
Project Frontage (Impact Fee Reimbursement)	\$ 938,264	\$ 211,700	Transportation IF
Park and Ride (Impact Fee Reimbursement)	\$ 150,143	\$ 33,031	Transportation IF
Park and Ride (Full Reimbursement)	\$ 150,143	\$ 117,111	Capital Projects
Waterline Upsize	\$ 382,701	\$ 217,746	Water IF

The anticipated fees to be collected from the project are as follows:

Table 2

Axia Business Park Impact Fee Anticipated Revenues	
Fund	Amount
Transportation Impact Fee	\$ 324,960
Water Impact Fee	\$ 216,340

All reimbursements are for the actual cost of the project, which is verified by submittal and review of invoices from the contractor. The reimbursement amounts provided in the agreement are identified as a “not-to-exceed” amount. This means that the developer will be reimbursed for their actual costs up to but not exceeding the amounts provided in the agreement. If the actual costs are less than the amount in the agreement the developer will only be reimbursed for their actual cost. If actual costs exceed the amount in the agreement the developer may choose to be reimbursed the amount in the agreement or request an amendment to the agreement to increase the reimbursement amount, which would be presented to the city council for their final decision.



STAFF REPORT

ALTERNATIVES:

Option	Pros	Cons
1. Approve the reimbursement agreement	Reimbursement is based on sound reasoning and in accordance with the city's master plans.	None
2. Recommend modifications to the agreement.	Changes may address an issue that has not yet been contemplated	Could delay the approval of the agreement and construction of the project.
3. Elect not to enter into the reimbursement agreement with the Developer.	None	Burdens the city with constructing the improvements in the future.

FISCAL IMPACT:

The agreement as it is currently written anticipates that the impact fees generated by the project will completely cover the cost of reimbursement for transportation impact fee-eligible improvements.

The anticipated water impact fee revenues are \$1406 less than the construction cost estimate of the water impact fee eligible improvements. This shortage will need to be paid for out of either water enterprise fund or the city's general fund.

The Park & Ride non-impact fee reimbursement portion of the reimbursement will need be included with the project cost for the Park & Ride and will need to come from a fund that is not from an impact fee. This reimbursement is not anticipated to be made until the city constructs the Park & Ride, but the city council could elect to reimburse earlier if the budget allows.

ATTACHMENTS:

Exhibit 1: Reimbursement Agreement

Reimbursement Agreement

This Reimbursement Agreement (“Agreement”) is made this _____ day of _____, 2023, by and between **Herriman**, a Utah municipality (“City”), and Parkwest Real Estate Partners LLC, and/or its assigns, a Utah Limited Liability Company (“Developer”) (collectively, the “Parties”).

RECITALS:

A. Developer anticipates constructing a warehouse project known as Axia Business Park that will be located at approximately 15880 South Redwood Rd in Herriman, UT (“Project”).

B. As part of the Project, Developer installed or caused to be installed approximately 1,930 linear feet of pavement and curb, gutter (“Improvements”) as required under the Herriman Transportation Master Plan for the City’s future transportation needs and for an ingress/egress right of way to the Project (“Right of Way”) as illustrated in Exhibit “B” hereto.

C. Developer has dedicated or intends to dedicate the Improvements with the underlying real property (“Real Property”) to the City and City intends to reimburse Developer for the cost of the Improvements and value of the Real Property.

D. The locations of the Improvements and Real Property are illustrated on Exhibit “A” hereto.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Real Property.** The Developer hereby represents and warrants to the City that it is the authorized representative of the fee owner of the Real Property and that upon reasonable request, the Developer will transfer title of the Real Property to the City, free and clear of all liens and encumbrances.

Section 2. **Improvements.** The Developer hereby represents and warrants to the City that it is the owner of the Improvements and that upon reasonable request, the Developer will transfer title of the Improvements to the City, free and clear of all liens and encumbrances.

Section 3. **Condition of Improvements.** Developer has caused the installation and construction of the Improvements (the “Work”) to be completed at Developer’s sole cost and expense by qualified licensed contractors. Prior to City’s acceptance of ownership of the Improvements, Developer shall provide evidence satisfactory to the City that all labor, materials, equipment, rental, and other costs incurred in performing the Work have been paid in full and that the City will receive the Improvements free and clear of all liens, claims, and encumbrances.

Section 4. **Conveyance to the City.** Within fourteen (14) days of Developer receiving notice, Developer shall convey the Improvements and Real Property to the City free and clear of all liens and encumbrances by executing and delivering to the City the necessary easements, deeds, bills of sale, or other conveyance documents to effectuate said conveyance.

Section 5. **Indemnification and Warranty.** To the fullest extent allowed by law, Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or connected in any way to Developer's acts or omissions in connection with the design, fabrication, construction, installation, operation, maintenance, or testing of the Improvements (ordinary wear and tear excepted). If any claim is made against the City to which the City claims a right of indemnification from Developer, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, Developer shall be liable for all City's related costs and expenses, including, without limitation, reasonable attorneys' fees, all judgments or verdicts, and all monies paid in settlement. Further, Developer represents, warrants, and certifies to the City that all work performed and materials used in connection with the Improvements are free from defect in material or workmanship; and all work performed and materials used shall conform to approved City specifications and applicable construction codes and local laws and ordinances regarding the construction of similar facilities; and that the material used is free from defect in design or otherwise suitable for their intended purpose. The warranty set forth in this section shall expire one year after the date of conveyance of the Improvements to the City.

Section 6. **Reimbursement.** The Improvements are "system improvements" as that term is defined by the City and Utah Code Ann. § 11-36a-101, *et seq.*, and are subject to reimbursement as follows:

- A. **Park n Ride.** The City shall reimburse Developer for one hundred percent (100%) of the costs of the Improvements for the span of the Right of Way adjacent to the City's "Park n Ride" facilities (Park n Ride Improvements, as more particularly described in Exhibit "C"). The anticipated total cost for the Park n Ride Improvements is \$151,000. Payment of these reimbursement amounts shall be made upon Developer providing satisfactory evidence to City of invoices or other supporting documentation per the following schedule:
- a. **Impact Fee Reimbursement Portion:** Developer shall be reimbursed twenty-two percent (22%) of the actual cost of the Park n Ride Improvements, not to exceed \$33,500. Reimbursement shall be paid within 30 days of the City receiving the Park n Ride Improvements from Developer. Impact fees shall be reimbursed from the Impact Fee Collection Area as identified in Exhibit D.
 - b. **City's Portion of Park n Ride Improvements:** Developer shall be reimbursed the remaining balance of the total cost of the Park n Ride Improvements, not

to exceed \$117,500. Reimbursement shall be paid to the Developer upon City's commencement of construction of the Park n Ride site.

- B. **Project Frontage Transportation Impact Fee Reimbursement.** The City shall pay to Developer twenty-two percent (22%) of the total cost of the Right of Way Improvements, not to exceed \$212,000. Payments shall be deemed additional reimbursement to Developer for the costs associated with improvements to that certain span of the Right of Way that encompasses the road, curb and gutter (stretching approximately 39 ft. from curb to curb) including, but not limited to, costs for design, engineering, testing, inspection, material, and labor. Reimbursement shall be paid within thirty (30) days of the City receiving the Improvements from Developer. Impact fees shall be reimbursed from the Impact Fee Collection Area as identified in Exhibit D.
- C. **Water System Upsize Reimbursement.** Developer intends to install water lines improvement as shown in Exhibit "B". Any cost associated with an increase in the size of water lines and appurtenances more than required for the Project shall be reimbursed to Developer in an amount not to exceed \$218,000. Reimbursement shall be paid within thirty (30) days of the City receiving the Improvements from Developer. Impact fees shall be reimbursed from the Impact Fee Collection Area as identified in Exhibit D.

Section 7. **Offset Rights.** Developer and City agree that, to the extent permitted by law and in addition to any other rights and remedies available under this Agreement, at law, or in equity, the Parties may set off against any payments otherwise due and owing to each other under this Agreement in equal portions to any amount that the other Party may be entitled to, including, for the City, under Section 5 of this Agreement or, for Developer, any impact fees owed to the City. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of Parties' indemnifications under this Agreement.

Section 8. **Impact Fees.** The Developer acknowledges and agrees that development of the Improvements was subject to certain impact fees imposed by the City. Developer acknowledges and agrees and as an essential element of consideration for this Agreement, that the impact fees imposed on the Developer by the City meet all requirements of law, is valid and binding, and does not violate any constitutional provisions.

Section 9. **Miscellaneous Provisions.**

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. This Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the “drafter” of this Agreement.

(i) Attorneys’ Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys’ fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

Parkwest Read Estate Partners, LLC
Attn: Chase Hudson
489 South Jordan Parkway, Ste. 218
South Jordan, Utah 84095

Herriman City
Attn: City Manager
5355 South Herriman Main Street
Herriman, UT 84096

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Applicant may not assign its rights, or delegate its duties, hereunder without City’s prior written consent. City may freely assign its rights and delegate its

duties under this Agreement, whereupon the assignee shall succeed to, and City shall be correspondingly released from, all of City's rights, duties, and liabilities hereunder.

(m) *Exhibits and Recitals*. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

HERRIMAN

By _____
Lorin Palmer, Mayor

Dated: _____

ATTEST:

Jackie Nostrom, City Recorder

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by **Lorin Palmer** and **Jackie Nostrom**, as the Mayor and City Recorder, respectively, of **HERRIMAN**, a Utah municipality.

Notary Public

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

DEVELOPER

Developer

By _____

Its: _____ Manager _____

Dated: _____

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, as the _____ of the _____.

Notary Public

Exhibit A

Location of Real Property and Improvement



Exhibit B

Infrastructure Plans

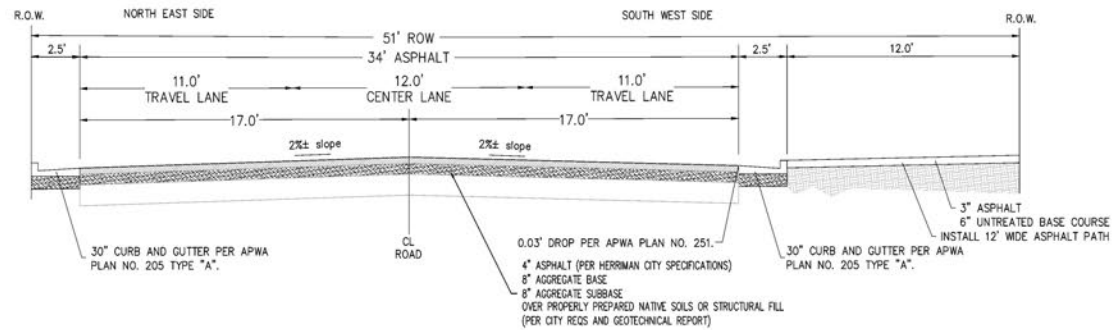
HERRIMAN CITY DEVELOPMENT STANDARDS FOR BITUMINOUS CONCRETE PRODUCT SPECIFICATIONS FOR RESIDENTIAL/COLLECTOR ROAD (OBTAINED FROM SECTION 32 12 05 - SEE FULL SPECIFICATION FOR FURTHER DETAILS)

2.3 ADDITIVES

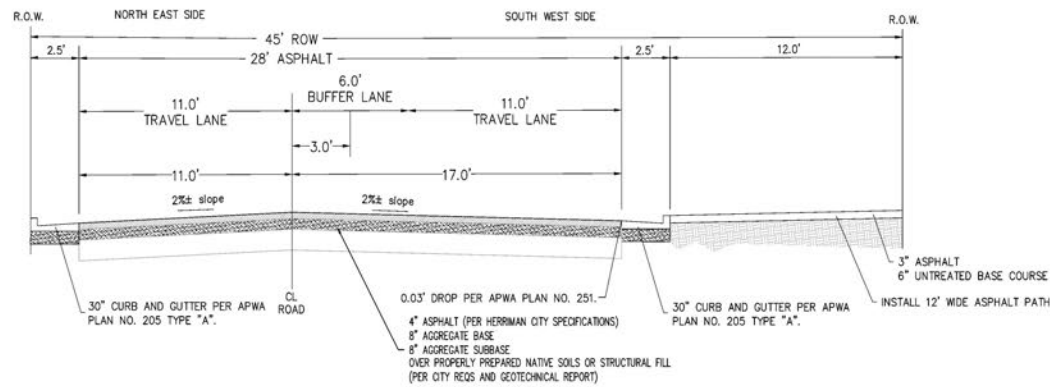
- A. MINERAL FILLER: NOT REQUIRED
- B. RECYCLE AGENT: NOT REQUIRED
- C. ANTI-STRIP AGENT: HYDRATED LIME OR LIQUID ANTI-STRIP
 - 1. MUST MEET HWT REQUIREMENTS FOR SUPERPAVE MIXES
- D. RAP OR ROSP: 15% MAX
 - 1. MUST BE FREE OF DETRIMENTAL QUANTITIES OF DELETERIOUS MATERIALS.
 - 2. UP TO 15 PERCENT MAX WEIGHT OF RAP OR BINDER REPLACEMENT, WHICHEVER IS LESSER, DETERMINED BY CHEMICAL EXTRACTION.
- E. OTHER:
 - 1. FIBER - NOT REQUIRED
 - 2. WARM MIX ASPHALT (EVOTHERM) - AT SUPPLIER'S DISCRETION

2.6 BITUMINOUS CONCRETE MIX DESIGN CRITERIA

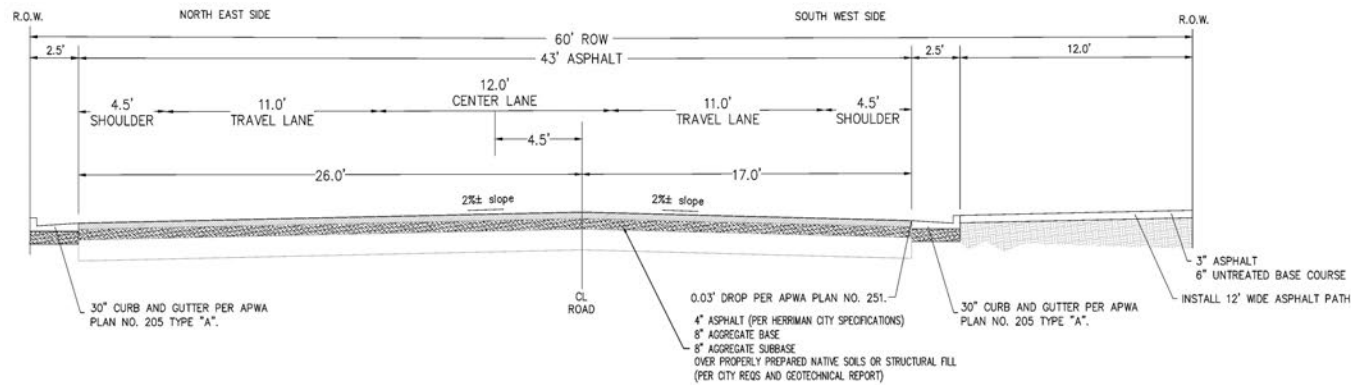
- A. ROAD CATEGORY: I, II, OR III
- B. MIX COMPACTION: 75 GYRATION
- C. BINDER GRADE: PG 58-28 (RESIDENTIAL/COLLECTOR)
- D. MASTER GRADING BAND: SP-1/2"



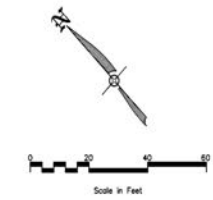
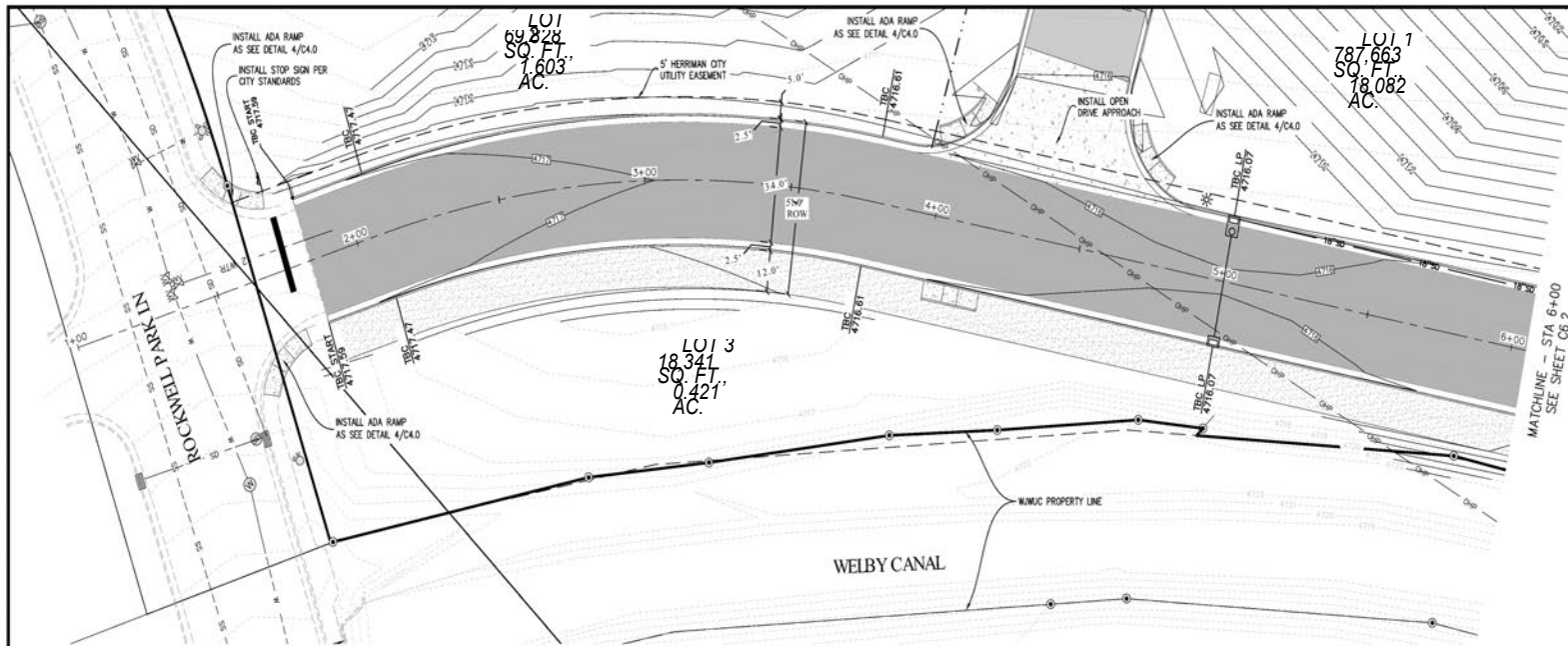
PUBLIC - 51' R.O.W. CROSS-SECTION



PUBLIC ROAD - 45' R.O.W. CROSS-SECTION

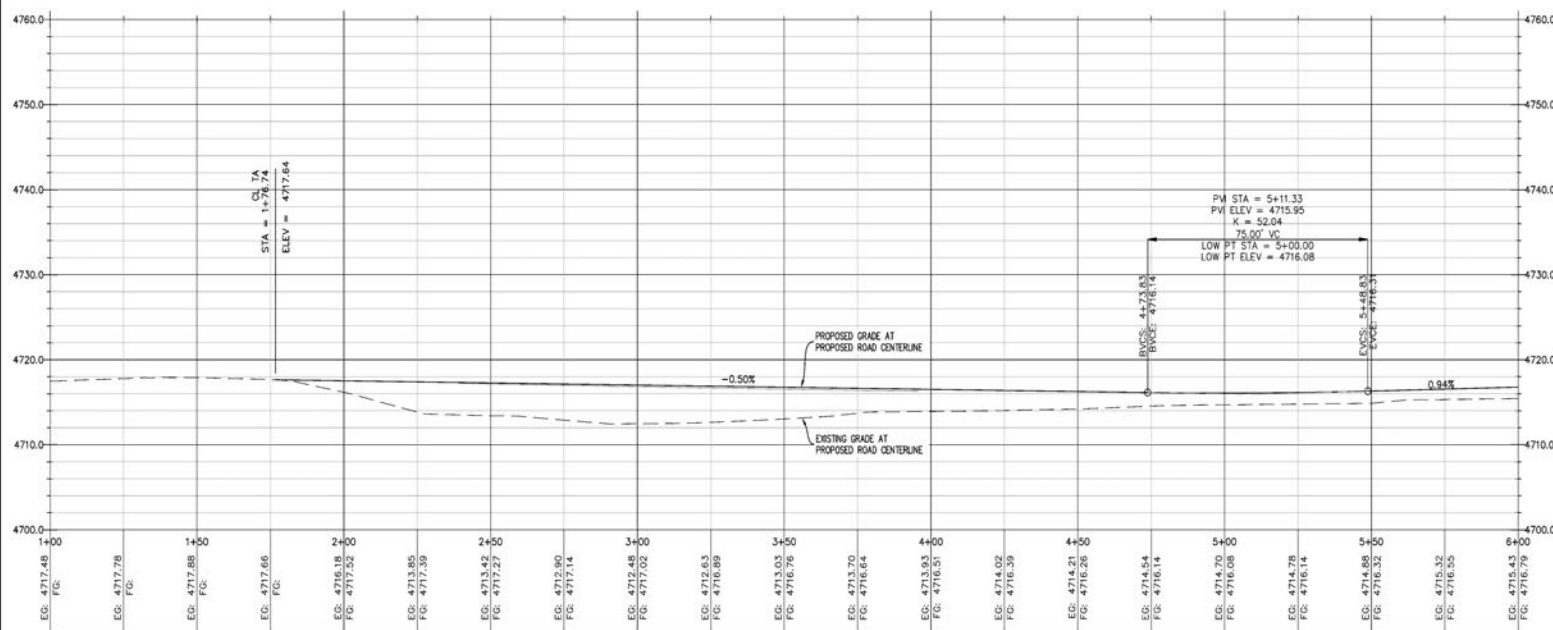


PUBLIC ROAD - 60' R.O.W. CROSS-SECTION



SHEET LEGEND

- PROPERTY LINE
- 4680 PROPOSED GRADE CONTOURS
- 4680 EXISTING GRADE CONTOURS



MATCHLINE - STA 6+00
SEE SHEET C6.2

CIVIL ENGINEERING + SURVEYING

CIR

10719 S BECKSTEAD LANE, SUITE 102
Cedar Junction, Utah 84004

AXIA BUSINESS PARK
15880 S REDWOOD ROAD, HERRIMAN, UTAH
ROADWAY PLAN AND PROFILE
STA 1+00 TO 6+00

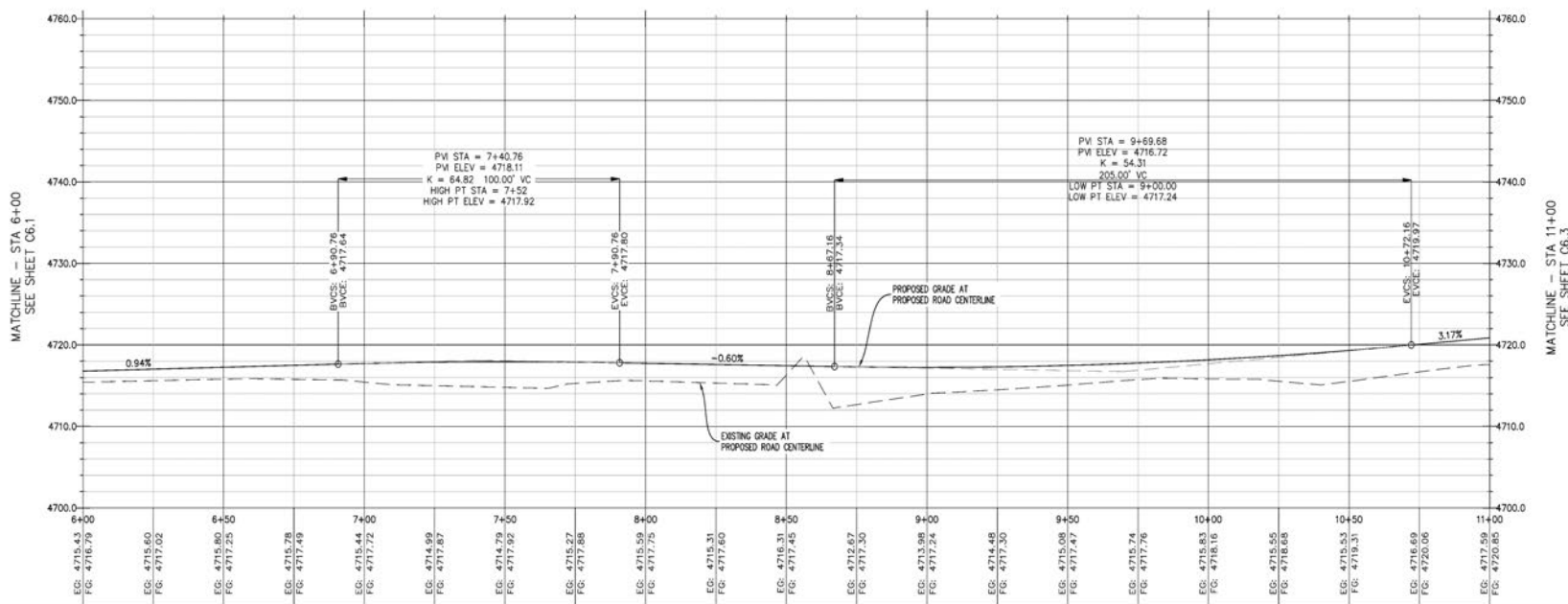
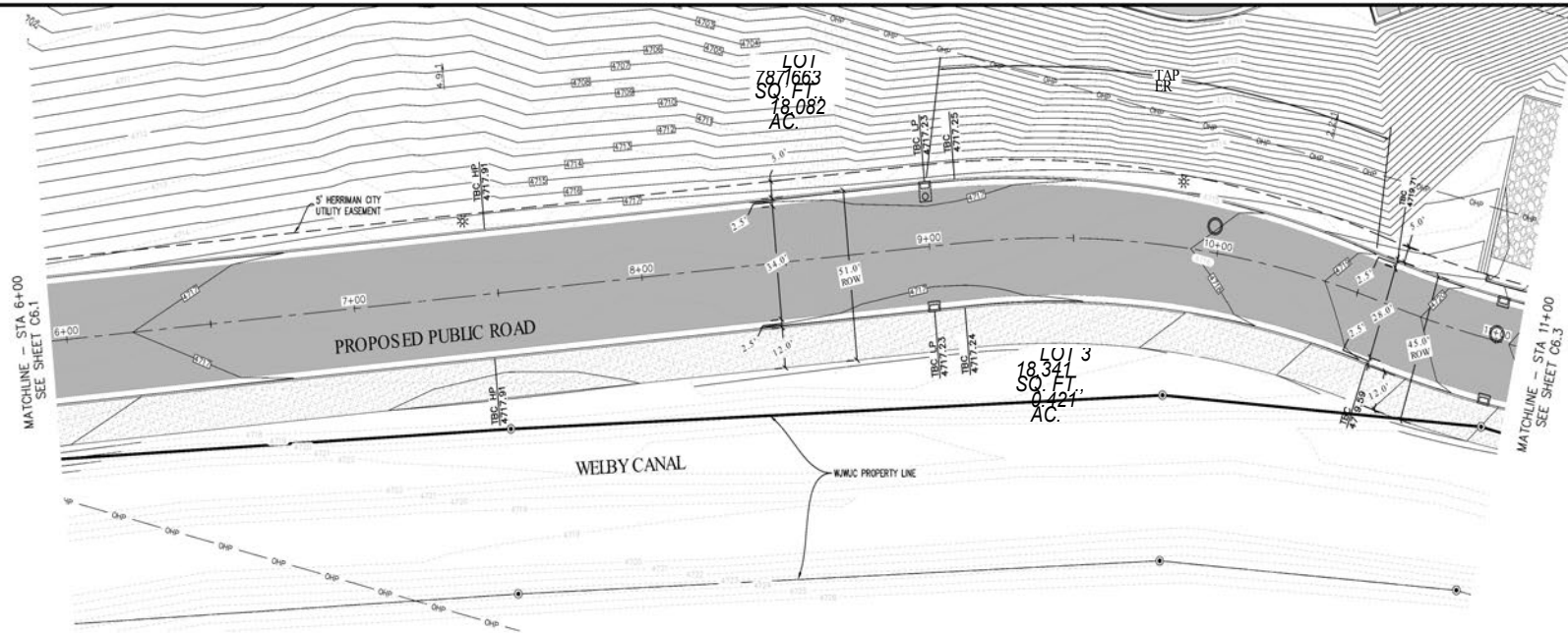
SHEET NO. **C6.1**

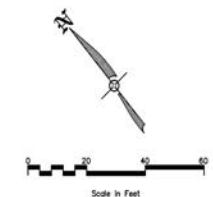
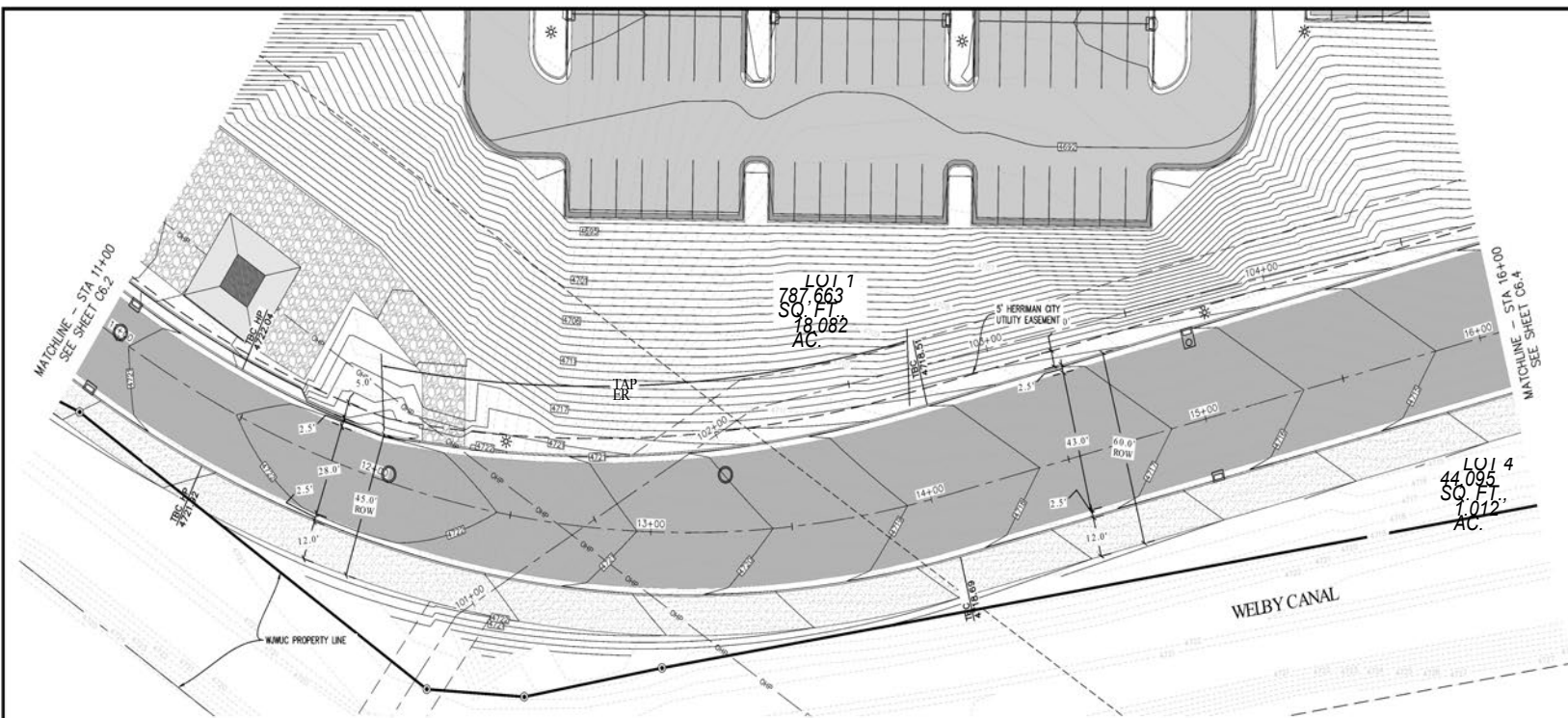
PROJECT ID: DATE: 05/05/23

FILE NAME: SCALE: 1" = 20'

DESIGNER: SOT PROJECT ENGINEER: SOT

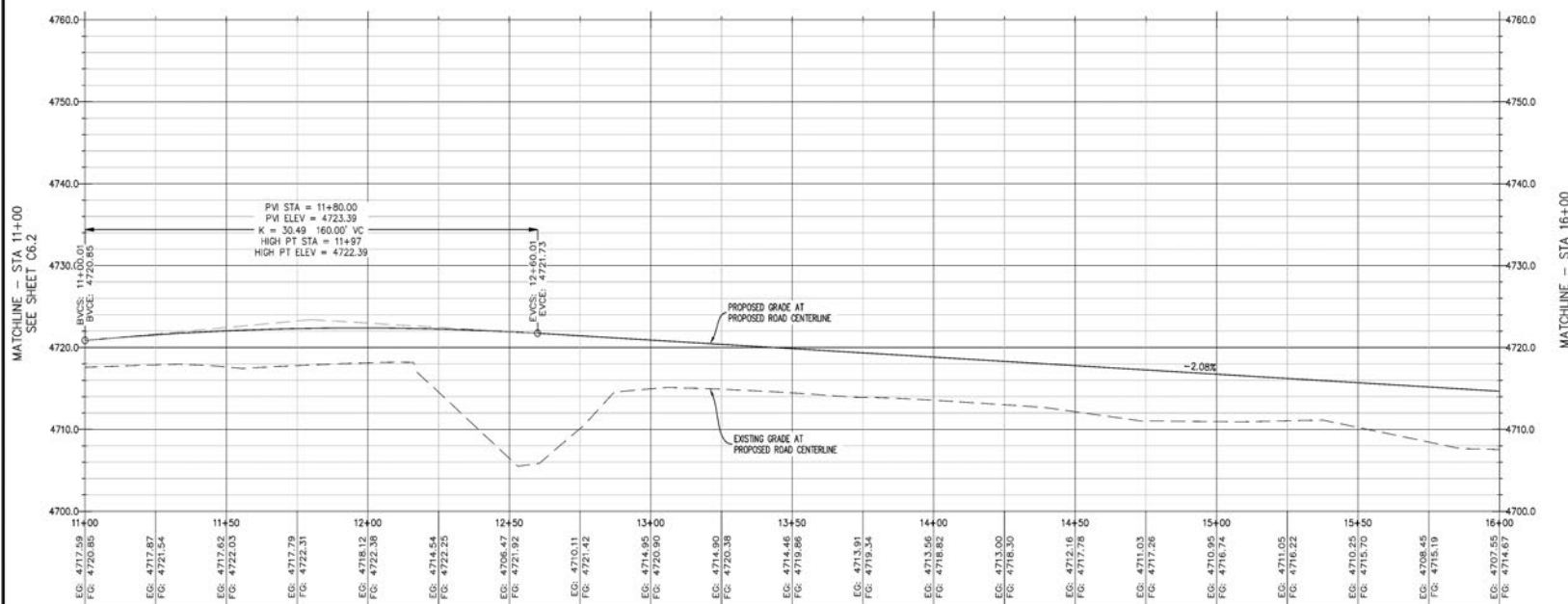
NO. REVISIONS BY DATE





SHEET LEGEND

- PROPERTY LINE
- 4680 --- PROPOSED GRADE CONTOURS
- 4680 --- EXISTING GRADE CONTOURS



**CIVIL ENGINEERING
+ SURVEYING**

CIR

10719 S BECKSTEAD LANE, SUITE 102
Cedar Rapids, Iowa 52402

AXIA BUSINESS PARK
15880 S REDWOOD ROAD, HERRIMAN, UTAH
ROADWAY PLAN AND PROFILE
STA 11+00 TO 16+00

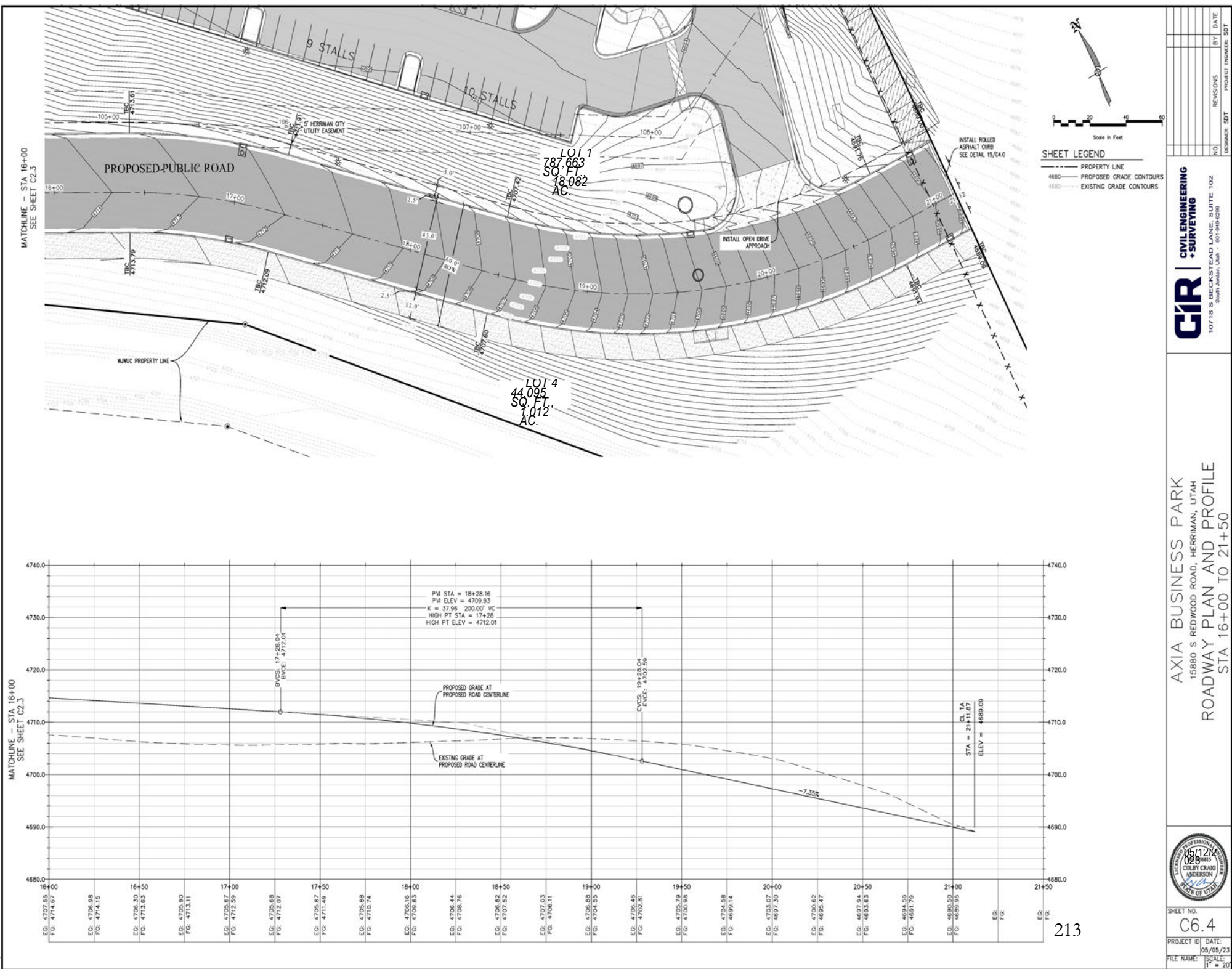
SHEET NO.
C6.3

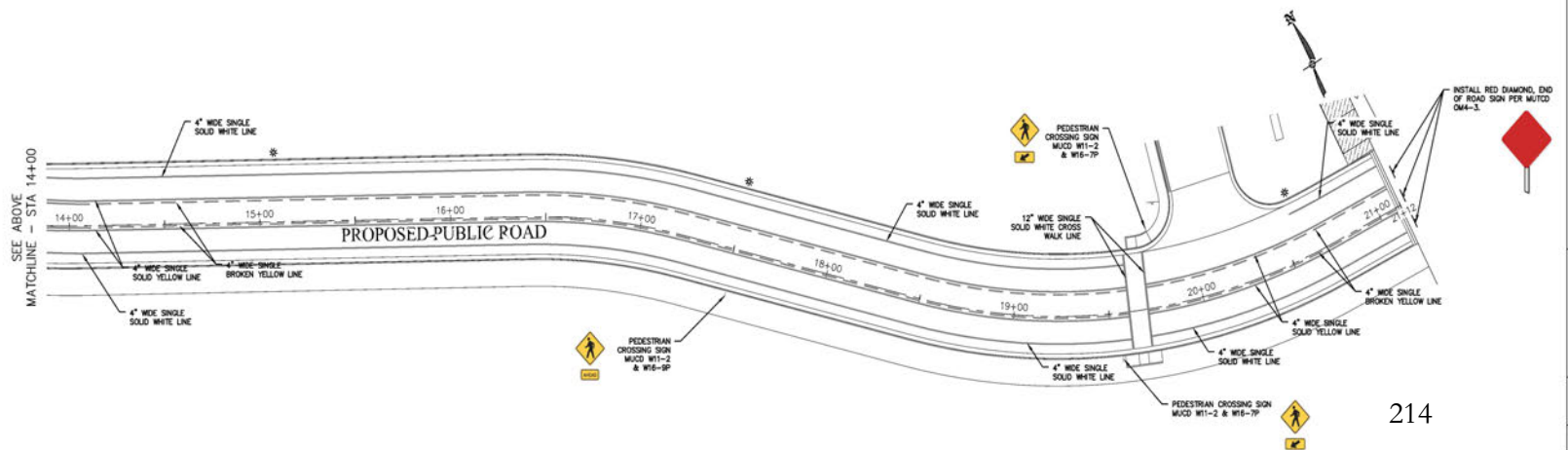
PROJECT ID: DATE:
05/05/23

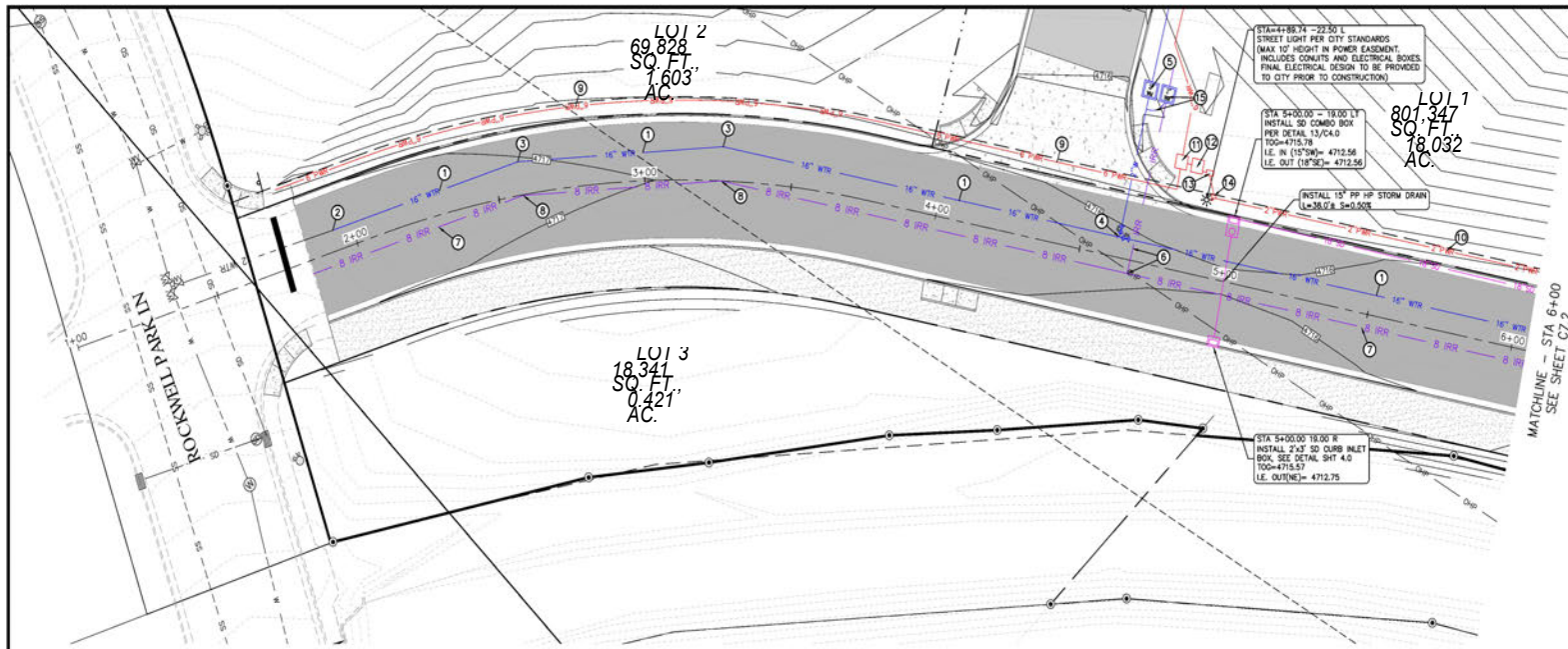
FILE NAME: SCALE:
1" = 20'

DESIGNER: SOT
PROJECT ENGINEER: SOT

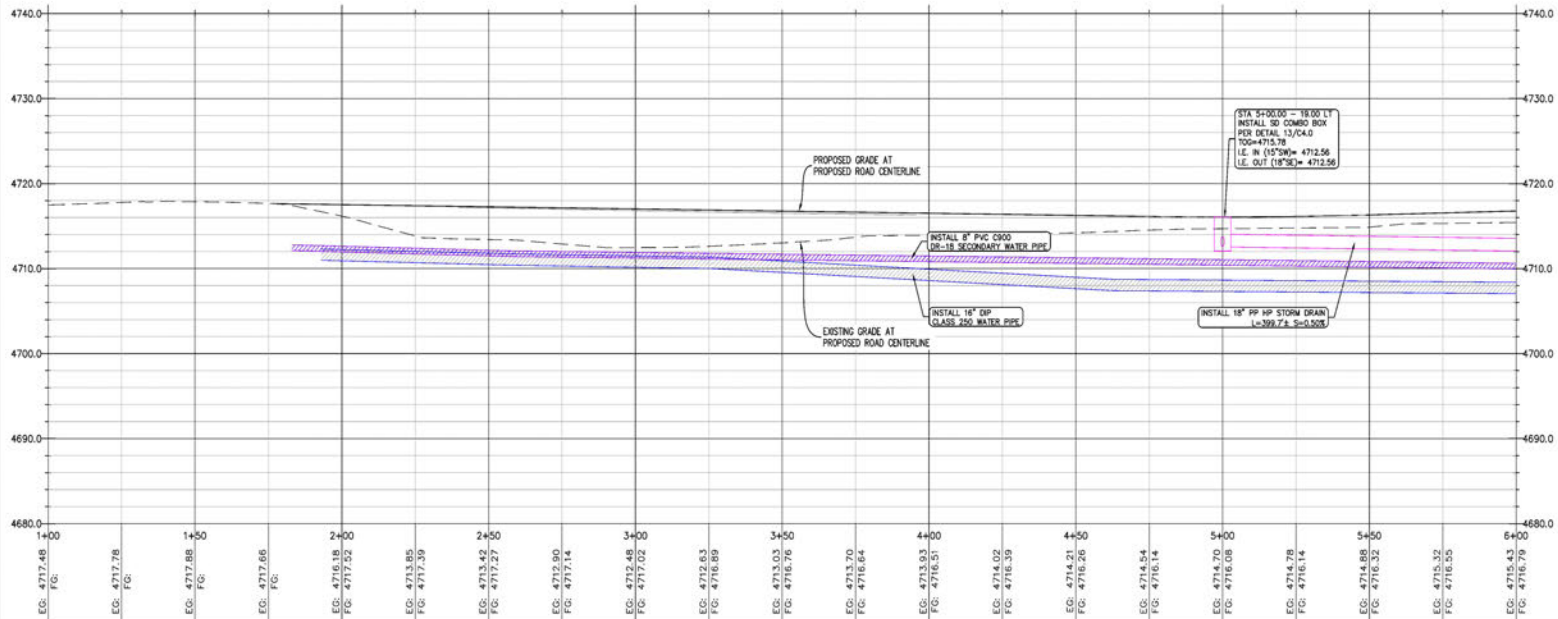
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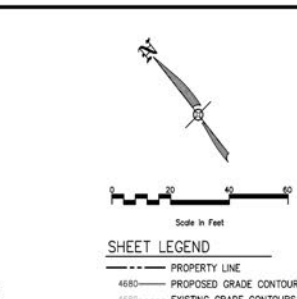
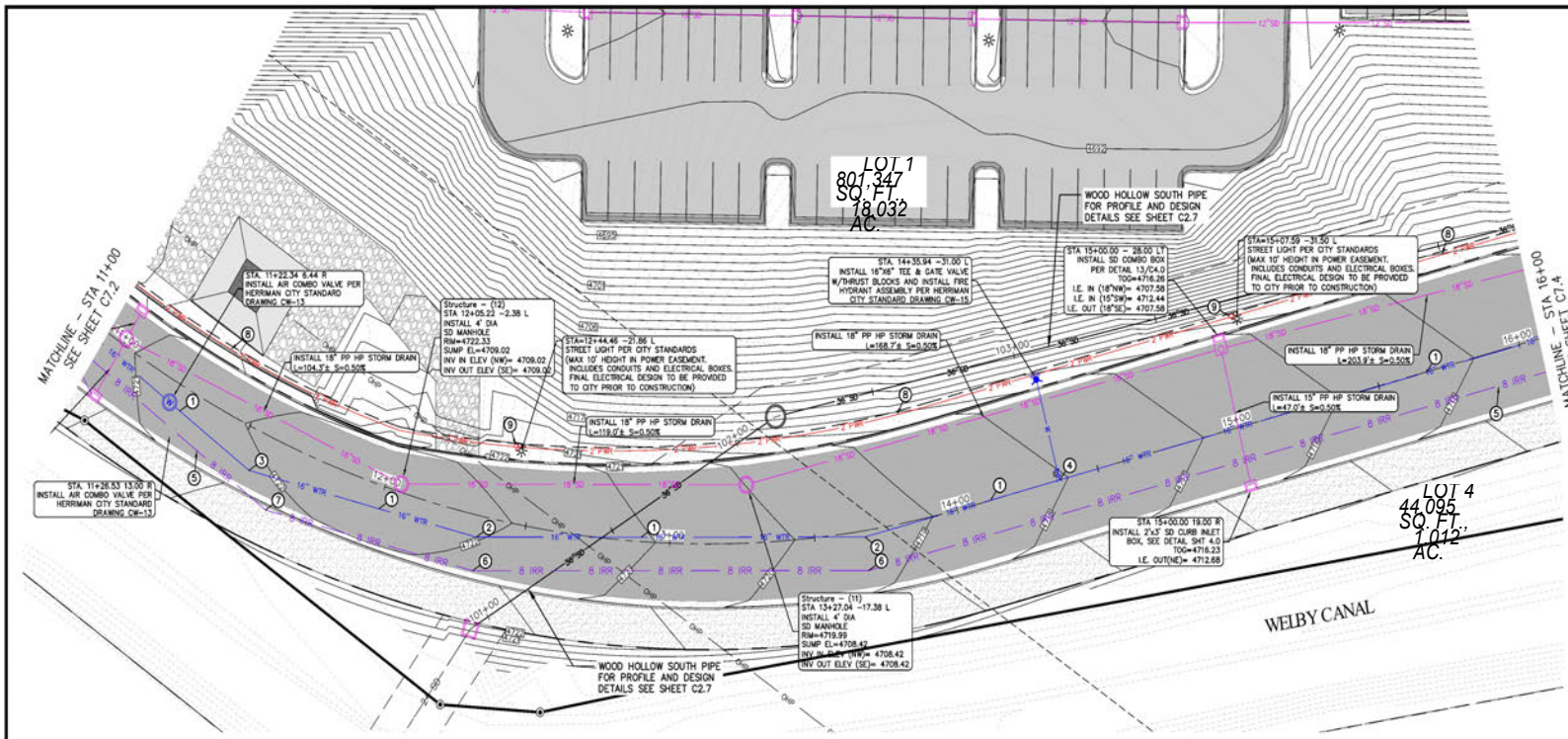


CULINARY AND IRRIGATION WATER GENERAL NOTES:
 1) CULINARY WATER MAIN TO BE MINIMUM OF 4 FEET DEEP.
 2) IRRIGATION WATER MAIN TO BE MINIMUM OF 3 FEET DEEP.
 3) MINIMUM CLEARANCE BETWEEN CROSSING UTILITIES IS 18 INCHES.



UTILITY KEYNOTES

- 1) INSTALL 16" DIP CLASS 250 WATER PIPE
- 2) CONNECT INTO EXISTING 12" WATER LINE STUB USING 12" TO 16" REDUCER
- 3) INSTALL 16" 11.25" BEND W/THRUST BLOCK
- 4) INSTALL 2" SERVICE CONNECTION AS PER HERRIMAN CITY STANDARD DETAILS CW-11 & CW-11A
- 5) INSTALL 2" WATER METER AND VAULT AS PER HERRIMAN CITY STANDARD DETAILS CW-11 & CW-11A
- 6) INSTALL 2" IRRIGATION LATERAL AS PER HERRIMAN CITY STANDARD DETAILS SW-01
- 7) INSTALL 8" PVC C900 DR-18 SECONDARY WATER MAIN (DRY LINE FOR FUTURE USE)
- 8) INSTALL 8" 11.25" BEND W/THRUST BLOCK
- 9) INSTALL 6" PVC UNDERGROUND ELEC. CONDUIT
- 10) INSTALL 2" PVC UNDERGROUND ELEC. CONDUIT W/ #6 TC COPPER CABLE DIRECT BURIAL CABLE
- 11) ROCKY MOUNTAIN POWER GROUND SLEEVE
- 12) ROCKY MOUNTAIN POWER TRANSFORMER
- 13) STREET LIGHT METER CABINET AS PER HC DETAIL SL-12A
- 14) CARSON H-118-12 BOX WITH LID LABELED "STREET LIGHTING"
- 15) INSTALL 2" SERVICE CONNECTION FOR IRRIGATION AS PER HERRIMAN CITY STANDARD DETAILS CW-11 & CW-11A. INSTALL SWING LOOP BETWEEN DRY IRRIGATION LINE AND CULINARY SERVICE CONNECTION



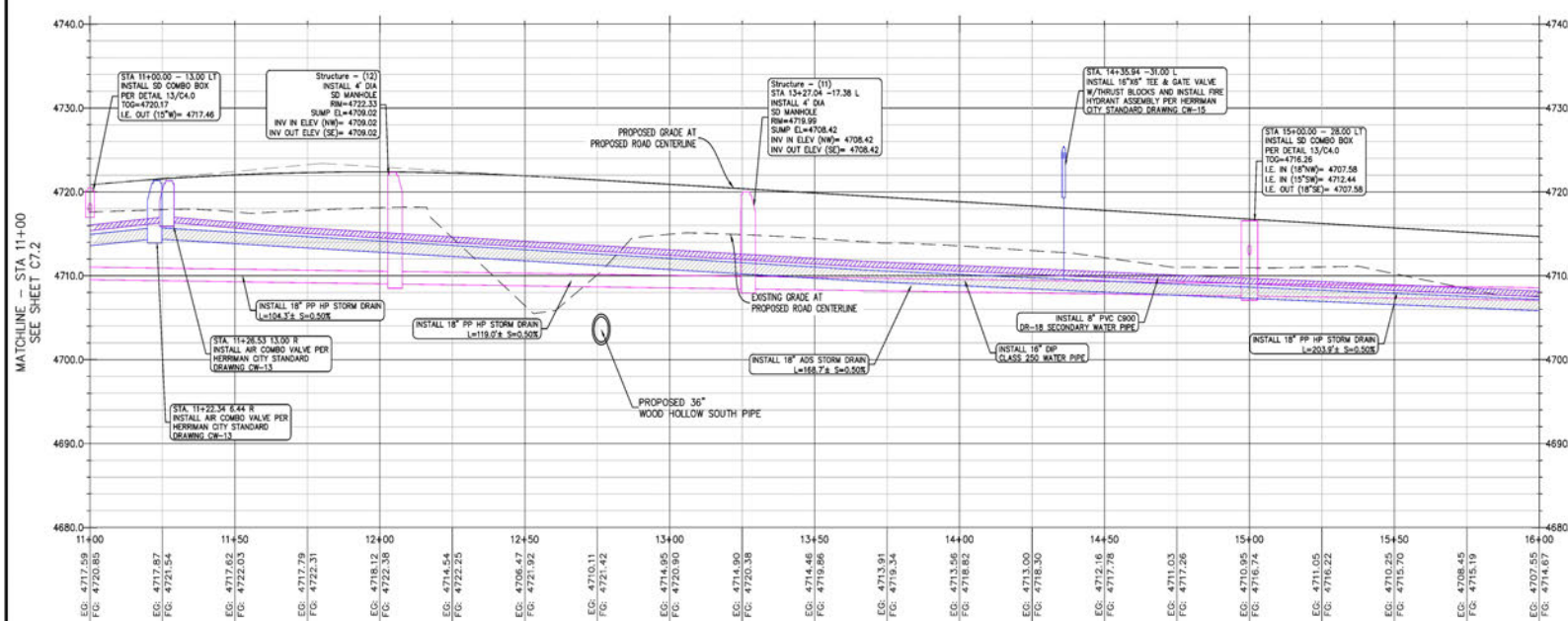
SHEET LEGEND

--- PROPERTY LINE
 --- PROPOSED GRADE CONTOURS
 --- EXISTING GRADE CONTOURS

- UTILITY KEYNOTES**
1. INSTALL 16" DIP CLASS 250 WATER PIPE
 2. INSTALL 16" 11.25' BEND W/THRUST BLOCK
 3. INSTALL 16" 22.5' BEND W/THRUST BLOCK
 4. INSTALL 16"x16"x6" TEE W/6" GATE VALVE AND THRUST BLOCK
 5. INSTALL 8" PVC C900 DR-18 SECONDARY WATER MAIN (DRY LINE FOR FUTURE USE)
 6. INSTALL 8" 11.25' BEND W/THRUST BLOCK
 7. INSTALL 8" 22.5' BEND W/THRUST BLOCK
 8. INSTALL 2" PVC UNDERGROUND ELEC. CONDUIT W/ #6 TC COPPER CABLE DIRECT BURIAL CABLE
 9. CARSON H-118-12 BOX WITH LID LABELED "STREET LIGHTING"

UTILITY AND IRRIGATION WATER GENERAL NOTES:

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AXIA BUSINESS PARK

15880 S REDWOOD ROAD, HERRIMAN, UTAH

UTILITY PLAN AND PROFILE

STA 11+00 TO 16+00

CIVIL ENGINEERING + SURVEYING

10719 S BECKSTEAD LANE, SUITE 102

COURT CRAIG ANDERSON

PROFESSIONAL SEAL

SHEET NO.

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FILE NAME

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PROJECT ENGINEER

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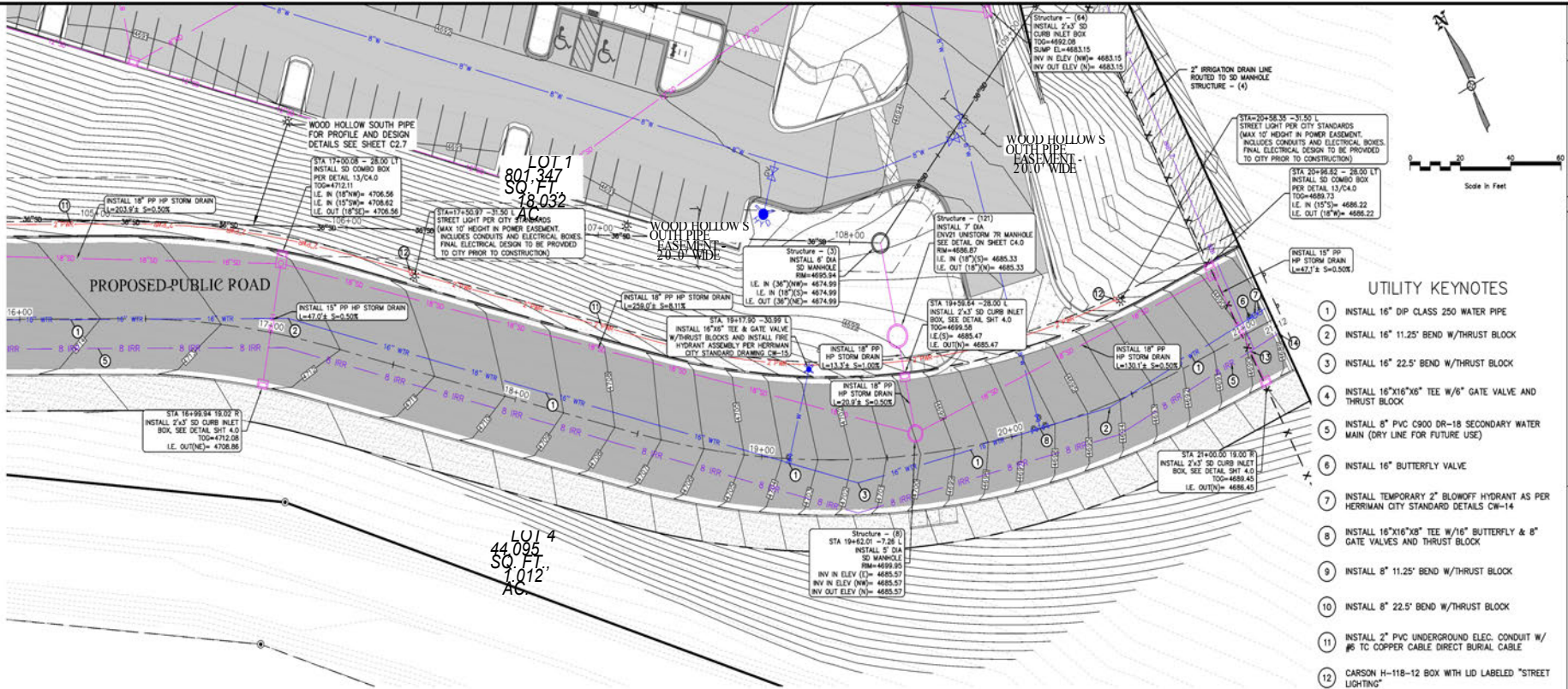
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DESIGNER</

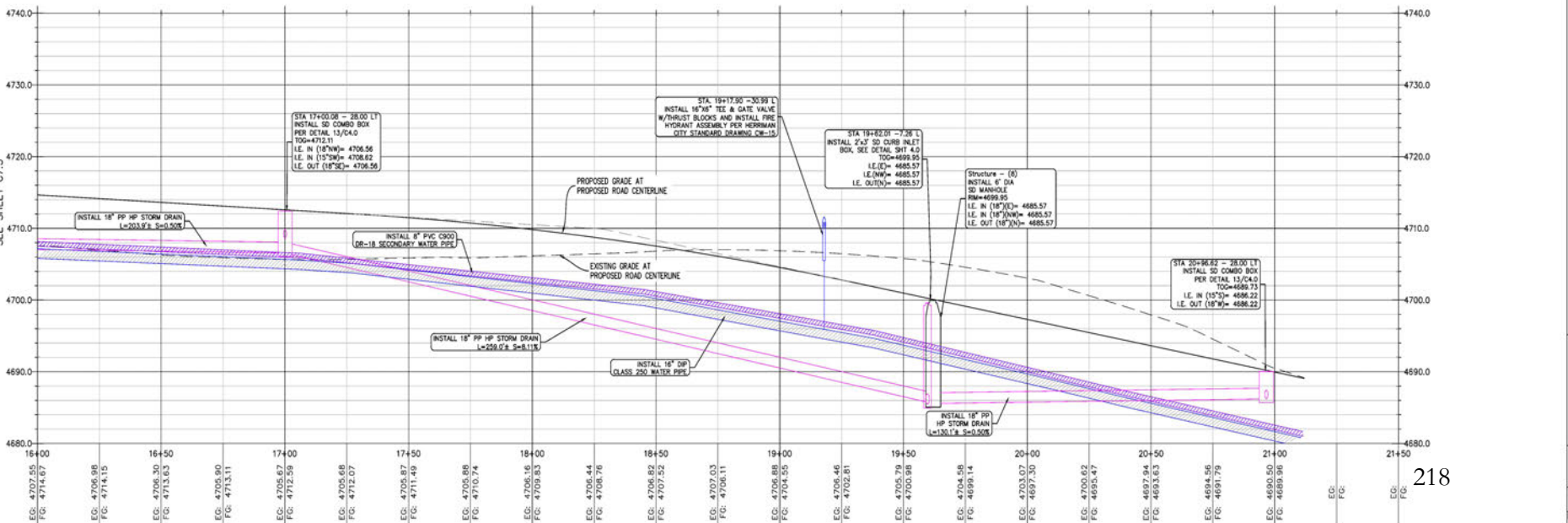
MATCHLINE - STA 16+00
SEE SHEET C7.3



CULINARY AND IRRIGATION WATER GENERAL NOTES:
1) CULINARY WATER MAIN TO BE MINIMUM OF 4 FEET DEEP.
2) IRRIGATION WATER MAIN TO BE MINIMUM OF 3 FEET DEEP.
3) MINIMUM CLEARANCE BETWEEN CROSSING UTILITIES IS 18 INCHES.

- ### UTILITY KEYNOTES
- 1) INSTALL 16" DIP CLASS 250 WATER PIPE
 - 2) INSTALL 16" 11.25" BEND W/THRUST BLOCK
 - 3) INSTALL 16" 22.5" BEND W/THRUST BLOCK
 - 4) INSTALL 16"x16"x8" TEE W/8" GATE VALVE AND THRUST BLOCK
 - 5) INSTALL 8" PVC C900 DR-18 SECONDARY WATER MAIN (DRY LINE FOR FUTURE USE)
 - 6) INSTALL 16" BUTTERFLY VALVE
 - 7) INSTALL TEMPORARY 2" BLOWOFF HYDRANT AS PER HERRIMAN CITY STANDARD DETAILS CW-14
 - 8) INSTALL 16"x16"x8" TEE W/16" BUTTERFLY & 8" GATE VALVES AND THRUST BLOCK
 - 9) INSTALL 8" 11.25" BEND W/THRUST BLOCK
 - 10) INSTALL 8" 22.5" BEND W/THRUST BLOCK
 - 11) INSTALL 2" PVC UNDERGROUND ELEC. CONDUIT W/ #6 TC COPPER CABLE DIRECT BURIAL CABLE
 - 12) CARSON H-11B-12 BOX WITH LID LABELED "STREET LIGHTING"
 - 13) INSTALL DRAIN LINE PER HERRIMAN CITY STANDARD SW-02
 - 14) INSTALL 8" GATE VALVE AND TEMPORARY BLOW-OFF

MATCHLINE - STA 16+00
SEE SHEET C7.3



**Exhibi
t C
Cost
Estimate**

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EXHIBIT C

Axia Reimbursement Agreement
Cost Estimates

Park n Ride Transportation Impact Fee

Item No.	Description	Qty	Unit	Unit Cost	Total	% Eligible for Transportation Impact Fee	Amount Eligible For Reimbursement	Comments
1.01	Road Excavation	268	LF	\$ 101.15	27,116.70	100%	\$ 27,116.70	
1.02	Road Asphalt	268	LF	\$ 8	2,144	100%	\$ 2,144	
1.03	Road Concrete	268	LF	\$ 238.05	63,800.08	100%	\$ 63,800.08	
1.04	Road Storm Drain	268	LF	\$ 78.06	20,920.08	100%	\$ 20,920.08	
1.05	Road Striping	14%	LS	\$ 20,660.05	30,192.08	75%	\$ 22,644.06	22% of the total cost of transportation impact fee eligible items can be reimbursed.
1.06	Road Engineering	13%	LS	\$ 2,205.05	2,866.57	75%	\$ 2,149.93	
1.07	Road Construction	13%	LS	\$ 0	0	75%	\$ 0	
1.08	Road Materials Testing and Inspections	13%	LS	\$ 2,080.05	2,704.07	75%	\$ 2,028.05	These items qty percentages are based on the ratio of the cost attributable for that item per the road segment to the total amount of cost for the project.
1.09	SWPPP			\$ 17,650.00	17,650.00	100%	\$ 17,650.00	Amount to be reimbursed involving the improvement verification of proof of actual project costs.
	Total			147,000.00	150,142.63	-	\$ 33,031.88	

Park n Ride City Project Portion

Item No.	Description	Qty	Unit	Unit Cost	Total	% Eligible for Transportation Impact Fee	Amount Eligible For Reimbursement	Comments
2.01	Road Excavation	268	LF	\$ 101.15	27,116.70	100%	\$ 27,116.70	
2.02	Road Asphalt	268	LF	\$ 8	2,144	100%	\$ 2,144	
2.03	Road Concrete	268	LF	\$ 238.05	63,800.08	100%	\$ 63,800.08	
2.04	Road Storm Drain	268	LF	\$ 78.06	20,920.08	100%	\$ 20,920.08	
2.05	Road Striping	14%	LS	\$ 20,660.05	30,192.08	78%	\$ 23,550.45	22% of the total cost of transportation impact fee eligible items can be reimbursed.
2.06	Road Engineering	13%	LS	\$ 2,205.05	2,866.57	78%	\$ 2,244.00	
2.07	Road Construction	13%	LS	\$ 0	0	78%	\$ 0	These items qty percentages are based on the ratio of the cost attributable for that item per the road segment to the total amount of cost for the project.
2.08	Road Materials Testing and Inspections	13%	LS	\$ 2,080.05	2,704.07	78%	\$ 2,109.71	Amount to be reimbursed involving the improvements, and
2.09	SWPPP			\$ 17,650.00	17,650.00	100%	\$ 17,650.00	2-Verification of proof of actual project costs, and
	Total			147,000.00	150,142.63	-	\$ 117,111.25	3-City commencing work on the Park n Ride project

Project Frontage Impact Fee Portion

Item No.	Description	Qty	Unit	Unit Cost	Total	% Eligible for Transportation Impact Fee	Amount Eligible For Reimbursement	Comments
3.01	Road Excavation	1662	LF	\$ 101.15	168,161.70	100%	\$ 168,161.70	
3.02	Road Asphalt	1662	LF	\$ 8	13,296	100%	\$ 13,296	
3.03	Road Concrete	1662	LF	\$ 238.05	395,655.30	100%	\$ 395,655.30	22% of the total cost of transportation impact fee eligible items can be reimbursed.
3.04	Road Storm Drain	1662	LF	\$ 78.06	129,722.40	100%	\$ 129,722.40	City will pay for the road crossing that would have been required to be constructed without relocation of the drainage.
3.05	Road Striping	86%	LS	\$ 20,660.05	17,772.07	22%	\$ 3,900.85	
3.06	Road Engineering	82%	LS	\$ 2,205.05	1,808.06	22%	\$ 397.69	These items qty percentages are based on the ratio of the cost attributable for that item per the road segment to the total amount of cost for the project.
3.07	Road Construction	82%	LS	\$ 0	0	22%	\$ 0	
3.08	Road Materials Testing and Inspections	82%	LS	\$ 2,080.05	1,706.06	22%	\$ 375.2	Amount to be reimbursed involving the improvement verification of proof of actual project costs.
3.09	SWPPP			\$ 17,650.00	17,650.00	100%	\$ 17,650.00	
3.10	Total			147,000.00	988,263.46	-	\$ 213,700.49	

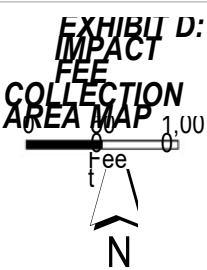
Water System Upsize

Item No.	Description	Qty	Unit	Unit Cost	Total	% Eligible for Water Impact Fee	Amount Eligible For Reimbursement	Comments
4.01	16" Waterline (Upsized from 12")	1920	LF	\$ 78.15	150,048	100%	\$ 150,048	
4.02	8" Irrigation (Upsized from 4" to site lateral)	1655	LF	\$ 118.55	196,150.25	100%	\$ 196,150.25	
4.03	8" Irrigation (Upsized from 4" past site lateral)	5%	LS	\$ 2,205.05	110.25	22%	\$ 24.26	
4.04	Engineering	5%	LS	\$ 0	0	22%	\$ 0	
4.05	Construction Staking	5%	LS	\$ 2,080.05	10,400.25	22%	\$ 2,288.05	Amount to be reimbursed upon:
4.06	Materials Testing and Inspections			\$ 17,650.00	17,650.00	100%	\$ 17,650.00	1-City receiving the improvements, and
4.07	SWPPP			\$ 14,700.00	14,700.00	100%	\$ 14,700.00	2-Verification of proof of actual project costs.
	Total			147,000.00	382,701.50	-	\$ 217,745.75	

Exhibi
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Impact Fee
Collection Area Map

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STAFF REPORT

DATE: June 1, 2023

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, Assistant City Engineer

SUBJECT: Contract Adjustment to the Design Contract for the Herriman Main Street Project

RECOMMENDATION:

Approve the contract amendment to the Herriman Main Street Design contract as proposed.

ISSUE BEFORE COUNCIL:

Should Council approve the proposed contract amendment for Design Services.

BACKGROUND/SUMMARY:

As a part of the Herriman Main Street Widening Project an engineering firm (WCG) was hired to perform the engineering service and design for the project. This contract was approved, a design was completed, and construction has begun. Since approving the contract, there have been amendments needed to the contract amounts based on project needs.

DISCUSSION:

The additional work required and amendment to the contract is described below.

- Right Of Way Services – This adds the cost of our Right-of-Way/ Real Estate Agent to the project. This is to pay for all the work by the agent that was completed in assisting the City to acquire property, easements, and permits. Total Cost: **\$ 80,920.00**
- Additional Design Time Due to Property Owner Requests – As the City met with property owners, they requested certain changes and updates to the plans as part of negotiations. This required much more time than originally anticipated. The design plans were continually updated based on the requests of property owners. Total Cost: **\$ 68,307.50**
- **Total Design Contract Adjustment: \$ 149,227.50**

Table 1. Design Contract Amounts

Current Contract Amount:	\$ 569,762.50
Proposed Amendment	\$ 149,227.50
New Contract Total	\$ 719,040.00

Staff feels a contract amendment process was more appropriate than the Change Order process in this instance.

FISCAL IMPACT:

These contract adjustments can be handled by the project's budget, and the project budget will still have a healthy contingency remaining for the remainder of the project. See *Tables 2 & 3* below for an analysis of the project budget:

Bond Amount Available:	\$ 10,593,000.00
Water Fund to Pay:	\$ 1,600,000.00
*Developer to Pay:	\$ 860,000.00
Outside Funds (Tree grant, SVSD)	\$ 15,000.00
Total Budget Available	\$ 13,068,000.00

*Per Hidden Oaks MDA

Table 2. Project Budget Analysis

Item	Amount
Construction	\$ 9,494,117.72
Design (New Cost With Amendment)	\$ 769,040.00
Non-Bid Items (R.O.W., City Furnished Items, Etc.)	\$ 1,112,537.70
New Total	\$ 11,375,995.42
Total Available Budget Remaining for the Project	\$ 1,692,004.58

ALTERNATIVES:

Option 1 [Recommended] – Approve contract amendment as proposed.

Option 2 – Do not approve contract amendment. This has the potential to create a negative relationship with the design consultant (WCG), who still has work to complete for this project.

ATTACHMENTS:

Proposed WCG Contract Amendment.pdf



CONTRACT/AGREEMENT DOCUMENT APPROVAL

Herriman Main Street Widening - Amendment 3
Contract or Agreement Title

Wall Consultant Group
Vendor Name

\$149,227.50 (New Total \$719,040.00)
Contract Price

DEPARTMENT: Engineering Easy CIP: 0058-00

PROJECT MANAGER: Bryce Terry PHONE/EXT: 272
(Responsible Party)

ORIGINATION DATE: January 24, 2022 COMPLETION DATE: December 1, 2023

ASSIGNED GL#: 40-47-562 AVAILABLE BUDGET: \$338,060.33

☐

BOND REQUIRED

☐

INSURANCE REQUIRED (LIABILITY/WORKERS COMP.)

☐

BID SUMMARY INCLUDED

☐

JUSTIFICATION INCLUDED

DOES THIS AGREEMENT CONTAIN CONFIDENTIAL INFORMATION? No

IF YES, PLEASE EXPLAIN: _____

Brief Description of Contract/Document: Amendment III to include ROW acquisition services and additional hours spent on property owner revisions and design support.

ORDER OF NECESSARY APPROVALS:

5/4/2023
DATE

Bryce Terry
REQUESTOR/MANAGER

5/4/23
DATE

Blake Thomas
DEPARTMENT DIRECTOR - REVIEWED AS TO CONTENT (REQUIRED)

5/11/23
DATE

Matthew J. Good
LEGAL - APPROVED AS TO FORM (REQUIRED)

May 11, 2023
DATE

Kyle Manner
FINANCE - FISCAL REVIEW (REQUIRED)

May 11, 2023
DATE

Wendy Thomas
ASSISTANT CITY MANAGER (REQUIRED)

DATE

CITY MANAGER (REQUIRED)

DATE

CITY RECORDER - ATTEST (AFTER ALL APPROVALS)

RECORDS MANAGEMENT:

Records Retention Schedule

Destruction

File Number

Exhibit A-3 (Third Amendment)

Amendment to Independent Contractor Agreement

THIS AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT (*"Amended Agreement"*) is made effective this ____ day of _____, 20____, by and between **HERRIMAN CITY**, a Utah municipality (*"Herriman"*) and **Wall Consultant Group (WCG)**, a Utah corporation, (*"Independent Contractor"*). Herriman and Wall Consultant Group, may also be referred to as a Party or collectively as the Parties.

RECITALS :

- A. On or about January 24th, 2022, the Parties entered into an Independent Contractor Agreement for the Design of the Herriman Main Street Widening Project (*"Original Agreement"*).
- B. During the course of Independent Contractor performing the Services outlined in Exhibit A of the Original Agreement, it became apparent that the scope of the Services needed to be expanded to include additional items (the additional items are referred to herein collectively as the "Additional Work").
- 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 Proposal.
- E. The parties desire to amend 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.** Exhibit A of the Original Agreement is amended to include the following services (see attached Exhibit A-3 for additional detail.): Amendment in the amount of \$149,227.50 to include:
 - a. ROW Acquisition Services
 - b. Additional Time for Property Owner Revisions & Acquisition Support
 - c. Additional Time for Design Support During Construction
 - d. Water Engineering Support & Revisions

2. **Additional Fee.** In addition to the Fee set forth in the Agreement for Independent Contractor's performance of the Services, City agrees to pay Independent Contractor \$149,227.50 for the Additional Work. The new project total will be \$719,040.00.
3. **Original Agreement Otherwise Unchanged.** Unless otherwise amended as provided herein, all other provisions of the Original Agreement remains unchanged and enforceable.

IN WITNESS WHEREOF, Herriman has caused this Amended Agreement to be signed by its public works director, and Independent Contractor has caused the same to be signed and delivered.

HERRIMAN CITY

ATTEST:

Jackie Nostrom, Herriman City Recorder

Nathan Cherpeski, Herriman City Manager



Matthew Brooks, Herriman City
Assistant Attorney
Approved as to form and legality

WALL CONSULTANT GROUP

By _____
Its: _____



May 1, 2023

Ryan Nuesmeyer, PE
WCG, Executive Vice President
ryan.nuesmeyer@wcg.us
801-915-2017

Bryce Terry, PE
Herriman City, Assistant City Engineer
bterry@herriman.org
801-446-5323

Re: Herriman Main Street Widening – WCG Contract Amendment #3

Dear Bryce Terry,

Wall Consultant Group (WCG) proposes to amend the contract with Herriman City to include the following additional engineering effort.

ROW Acquisition Services

1. WCG will contact the impacted property owners, explain the project improvements, the associated impacts to their respective parcel(s), and complete the necessary ROW acquisition documentation.
2. The specific ROW acquisition services and quantities are anticipated to include:
 1. 23 Acquisitions / Easements
 2. 36 Permits to Enter and Construct
 3. 13 ACEs (Comparative Estimates)

Property Owner Revisions & Acquisition Support

1. During the acquisition process, revisions requested by the property owners will be noted and presented to the city for review and approval. Following approval, WCG will implement these revisions in the project documents for use by the Contractor.
2. WCG design staff will support the acquisition process by meeting with property owners to explain design intent and engineering specifics to support the acquisition process.
3. WCG's Survey & ROW team will complete a condemnation review of the ROW documentation for up to 6 parcels, that may be advanced for condemnation.
4. Amendment #2 included 125 hours for property owner revisions. Based on the quantity of requested changes, WCG is proposing to add 250 hours to this effort (for a total of 375 hours).

Design Support During Construction

1. WCG included 98 hours in the original contract to assist the city with design services during construction such as RFI responses, weekly construction meeting attendance,

etc. Based on the use of our team to support the city in this effort to this point in construction, WCG is proposing to add 200 hours for this effort (for a total of 298 WCG hours) to ensure we are available to assist the city with whatever is requested.

2. Based on the varied nature of design support during construction, WCG will work under the direction of Bryce Terry to provide services as requested to support the project (up to the included hours).

Water Engineering Support & Revisions

1. Construction support (e.g. RFI responses)
2. Revisions to plans based on agreements made during the acquisition process
3. This work will be completed by WCG's sub-consultant (CRS)

The hours and fees associated with the above described effort are detailed in the attached estimated. The sum of the proposed amendment is a contractual increase of \$149,227.50.

Please contact me if you have any questions or need any additional information. Thank you again for allowing WCG to assist you with this project.

Thank you,



Ryan Nuesmeyer, PE



Project Name: Herriman Main Street Widening
5/1/2023

Cost Estimate - Amendment #3

Description	Ryan Nuesmeyer	Dave Lehman	Ben Williams	Bryce Abrecht	Cathy Romero	Paul Peterson	Andrew Beene	Darren Williams	Andy Chipman	Lon Brahnard	Total Cost by Task
	Project Manager	QC/QA	Project Engineer	Roadway Engineer	Drainage Engineer	Signals and Lighting Engineer	Design EIT	Survey / ROW Lead	PLS	Admin. Assistant	
Plan & Document Revisions (e.g. Property Owner Revisions)	40	20	36	80	80	10	20	24	24	6	250
Design Support During Construction	40	20	80	60	10	10	10	24	24	6	200
Total Hours	80	20	116	140	10	10	20	24	24	6	450
Rate	\$ 185.00	\$ 150.00	\$ 140.00	\$ 140.00	\$ 145.00	\$ 140.00	\$ 120.00	\$ 150.00	\$ 110.00	\$ 90.00	\$ 36,020.00
Labor Costs	\$ 14,800.00	\$ 3,200.00	\$ 16,240.00	\$ 19,600.00	\$ 1,450.00	\$ 1,400.00	\$ 2,400.00	\$ 3,600.00	\$ 2,640.00	\$ 540.00	\$ 29,850.00
Direct Costs											
Total Estimate											\$ 83,357.50
											\$ 149,227.50

Direct Costs

Item	Units	Unit Cost	Total
Mileage	2000	\$ 0.56	\$ 1,120.00
Water Engineering (CIS)	1	\$ 2,437.50	\$ 2,437.50
Fee / Easement Acquisition	23	\$ 2,000.00	\$ 46,000.00
Permit to Enter & Construct	36	\$ 650.00	\$ 23,400.00
ACE	13	\$ 800.00	\$ 10,400.00
Total:			\$ 83,357.50

Exhibit A
(Original Agreement)



CONTRACT/AGREEMENT DOCUMENT APPROVAL
Herriman Main Street Widening

Contract or Agreement Title
Wall Consultant Group \$402,280
Vendor Name Contract Price

DEPARTMENT: Engineering
PROJECT MANAGER: Bryce Terry PHONE/EXT: 801-285-9707
(Responsible Party)
ORIGINATION DATE: January 12, 2022 COMPLETION DATE: June 2023
ASSIGNED GL#: 40-47502
☐ BOND REQUIRED ☐ INSURANCE REQUIRED (LIABILITY/WORKERS COMP.)
☒ BID SUMMARY INCLUDED ☐ JUSTIFICATION INCLUDED
DOES THIS AGREEMENT CONTAIN CONFIDENTIAL INFORMATION? No
IF YES, PLEASE EXPLAIN: _____

Brief Description of Contract/Document: WCG will provide engineering design, construction documentation, and construction management/general contractor administration for the Herriman Main Street widening project.

ORDER OF NECESSARY APPROVALS:

DATE <u>1-14-2022</u>	<u>Bryce Terry</u> REQUESTOR/MANAGER
DATE <u>1-15-2022</u>	<u>JMB</u> DEPARTMENT DIRECTOR - REVIEWED AS TO CONTENT (REQUIRED)
DATE <u>1/18/2022</u>	<u>Chris An</u> LEGAL - APPROVED AS TO FORM (REQUIRED)
DATE <u>1-18-2022</u>	<u>ADW.R</u> FINANCE - FISCAL REVIEW (REQUIRED)
DATE <u>1/18/2022</u>	<u>WDS</u> ASSISTANT CITY MANAGER (REQUIRED)
DATE <u>1/18/2022</u>	<u>Michael G. H.</u> CITY MANAGER (REQUIRED)
DATE <u>1/24/22</u>	<u>James N. Starnes</u> CITY RECORDER - ATTEST (AFTER ALL APPROVALS)

RECORDS MANAGEMENT:

Records Retention Schedule

Destruction

File Number

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is effective this 24 day of January, 2022, by and between **HERRIMAN CITY**, a Utah municipality ("**Herriman**") and **Wall Consultant Group**, a Utah corporation, ("**Independent Contractor**").

RECITALS:

- A. Independent Contractor has experience in providing professional services related to government entities and is in the business of providing professional engineering services.
- B. Herriman is in need of such services.
- C. Herriman desires to enter into an independent contractor agreement with Independent Contractor for such services.
- D. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

1. **Employment of Independent Contractor.** Herriman agrees to engage Independent Contractor, and Independent Contractor agrees to furnish to all services and materials necessary or desirable to provide Herriman with professional engineering services for the **Herriman Main Street Widening** as identified in that certain proposal dated **January 3, 2022** ("Proposal"), a copy of which is attached as exhibit "A". (All such services are collectively referred to herein as the "Services"). In the event of conflicts and/or inconsistencies within or among the Proposal, this Agreement, and applicable statute, rules, regulations, or standards, Independent Contractor shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with Herriman's reasonable interpretation.
2. **Fees for Services.** The fees for Services shall be an amount not to exceed **\$402,280** ("Fee"). Herriman shall make progress payments to Independent Contractor on account of the Fee based on the percent of the Services performed and delivered to Herriman. Independent Contractor shall make application to Herriman for payment which shall include an estimate of the percentage of Services completed by Independent Contractor. If the Services are acceptable to Herriman, and the City agrees with the percentage of Services performed, then Herriman shall pay such amount within thirty (30) days of receipt of the application for payment.
3. **Expenses and Costs.** The Fee includes all expenses, taxes, and costs.

4. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by Independent Contractor in a professional manner in compliance with all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the status verify system requirements for contractors of Utah Code Ann § 63G-2-101. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Independent Contractor.
5. **Public Information.** Independent Contractor understands and agrees that this Agreement and related invoices, etc., will be public documents, as provided Utah Code Ann § 63G-2-101, *et seq.*
6. **Confidentiality.** Independent Contractor agrees (1) to hold confidential information in strict confidence; (2) not to disclose confidential information to any third party, except upon Herriman's prior written consent; and (3) to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of Herriman confidential information; provided, however, that Independent Contractor may disclose confidential information if and only to the extent required to do so by application law (in which case, Independent Contractor shall advise Herriman as soon as practical and prior to disclosure, if practical, and cooperate and assist Herriman at Herriman's cost and expense, if Herriman seeks a protective order or other relief from such disclosure requirements). As used in this Agreement, confidential information means all information material that constitutes a private, controlled or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann § 63G-2-101 *et seq.* Independent Contractor also agrees to obligate their employees to the same obligations imposed on Independent Contractor as provided in this section.
7. **Alcohol and Drug-free Workplace.** All personnel, during such time that they provide Services, shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel, during such time that they provide Services, shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of Utah Code Ann. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle), or any measurable controlled substance in his body that would constitute a violation of Utah Code Ann. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).
8. **Equipment and Facilities.** For purposes of performing the Services, Independent Contractor shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to performing the Services.
9. **Indemnity.** Independent Contractor shall protect, indemnify, save, and hold harmless Herriman, including its elected and appointed officials, employees, agents and contractors from and against any and all demands, liabilities, claims, damages, actions or proceedings, in law or in equity relating to or arising from the negligent acts, errors, and omissions of the Independent Contractor in the performance of Services to Herriman. Nothing

herein shall be construed to require Independent Contractor to indemnify Herriman against Herriman's own negligence.

10. **Term.** This Agreement shall be effective as of the date hereof and unless terminated earlier, shall terminate when work is completed.

11. **Assignment and Delegation.** Independent Contractor will not assign or delegate the performance of its duties under this Agreement without the prior written approval of Herriman.

12. **Employment Status.**

a. **Official Status.** Independent Contractor is an independent contractor contracting with the City. The City is interested only in the results to be achieved and the conduct and control of the work to be provided by Contractor will lie solely with Contractor. Contractor will not be considered an agent, employee, joint venture of the City during the term of this Agreement for any purpose, and neither Independent Contractor nor any employee or agent of Independent Contractor are entitled to any of the benefits that the City provides for its employees.

b. **Employee Benefits.** Independent Contractor and Independent Contractor's employees shall not be entitled or have any right to: (a) make a claim for unemployment, worker's compensation, or disability pursuant to this Agreement or Independent Contractor's relationship with the City; or (b) receive any vacation, health, retirement or other benefits pursuant to this Agreement or Independent Contractor's relationship with the City, nor participate in the City's insurance programs (such as, by way of example, health, dental, vision, group term life, group disability and similar insurance policies) unless allowed to participate at his/its expense in any of such programs.

c. **Independent Contractor at Risk.** Independent Contractor hereby represents and warrants to the City that, except as may otherwise be expressly provided herein, all activities and work performed by Contractor under this Agreement shall be at Independent Contractor's own risk and liability.

d. **No Agency.** Independent Contractor shall have no authority to act as the agent of the City, to negotiate or enter into any contracts or agreements for or on behalf of the City, or to otherwise bind the City without the City's prior written approval. Independent Contractor shall not represent itself/himself as an agent or employee of the City, and may indicate only that Independent Contractor provides the Services on behalf of the City.

e. **Tax Compliance.** Independent Contractor shall be responsible for all taxes or other assessments with respect to all fees paid to Independent Contractor hereunder. The City shall have no obligation to: (a) withhold pension, welfare benefit, health or similar taxes or assessments from its payments to Independent Contractor; (b) make state or federal unemployment contributions on behalf of Independent Contractor; or (c) withhold state or federal income taxes from its payments to Independent Contractor.

13. **Termination.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

14. **Insurance.** Independent Contractor shall obtain insurance as set forth below: Without limiting any indemnity or other obligations of Independent Contractor hereunder, Independent Contractor shall, prior to providing Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City as an additional insured (except subparagraph c. and d.) and shall furnish proof thereof satisfactory to City promptly when requested:

a. **Commercial General Liability Insurance.** Commercial general liability insurance coverage with a minimum single limit of \$1,000,000. The coverage shall include bodily injury and property damage liability coverage, contractual liability coverage, products and completed operations coverage, as well as coverage to protect against and from all loss by reason of injury to persons or damage to property, including Independent Contractor's own workers and all third persons, property of City, and all third parties based upon and arising out of the negligent performance of Engineer's operations hereunder, including the operations of its subcontractors of any tier.

b. **Workers' Compensation Insurance.** Workers' Compensation insurance coverage as required by applicable workers' compensation and employer's liability statutes.

c. **Professional Negligence/Errors and Omissions Insurance.** Professional negligence/errors and omissions' insurance covering all errors, omissions, and other professional negligence on the part of Independent Contractor and its officers, employees, agents, etc., in connection with the Services to be performed hereunder in a minimum coverage amount of \$1,000,000 per occurrence.

Independent Contractor shall furnish Herriman a certificate of insurance evidencing the insurance requirements herein. Certificates shall contain provision that provides at least 30 days prior written notice be given to Herriman in the event of cancellation, reduction or renewal of the insurance and shall name Herriman City as an additional insured or certificate holder.

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

Independent Contractor:	Wall Consultant Group 2139 South 1260 West Salt Lake City, UT 84119 Attn: Ryan Nuesmeyer
-------------------------	---

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

with a copy to: Chase Andrizzi
 Herriman City
 5355 West Herriman Main St.
 Herriman, UT 84096

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

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

18. **Patents, Copyrights, Etc.** The Independent Contractor will indemnify and hold Herriman, its officers, agents, and employees harmless from liability of any kind or nature, including the Independent Contractor's negligent use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this Agreement.

19. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such title and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

20. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

21. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

22. **Entire Agreement and Modification of Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

23. **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control.

24. **Time.** Time is the essence hereof.

25. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

26. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

27. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision.

28. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

29. **Exhibits and Recitals.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

30. **Injunctive Relief.** Notwithstanding anything to the contrary in this Agreement, Independent Contractor acknowledges that the unauthorized use or disclosure of confidential information would cause irreparable harm to Herriman. Accordingly, Independent Contractor agrees that Herriman will have the right to obtain an immediate injunction against any breach or threatened breach of section 6 of this Agreement, as well as the right to pursue any and all other rights or remedies available at law or in equity for such breach.

31. **Conflicts of Interest.** Independent Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Herriman to secure favorable treatment with respect to being awarded this Agreement

IN WITNESS WHEREOF, Herriman caused this Agreement to be signed by its city manager and attested by its city recorder and delivered, and Independent Contractor has caused the same to be signed and delivered.

HERRIMAN CITY


Nathan Cherpeski, City Manager

ATTEST

HERRIMAN CITY


Jackie Nostrom, MMC City Recorder

APPROVED AS TO FORM


Chase Andrizzi, City Attorney



Wall Consultant Group

By: 

Its: Ryan Nuesmeyer (WCG), Vice President

Exhibit A

Exhibit A-1 (First Amendment)

Amendment to Independent Contractor Agreement

THIS AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT ("*Amended Agreement*") is made effective this 2 day of May, 2022, by and between **HERRIMAN CITY**, a Utah municipality ("*Herriman*") and **Wall Consultant Group (WCG)**, a Utah corporation, ("*Independent Contractor*"). Herriman and Wall Consultant Group, may also be referred to as a Party or collectively as the Parties.

RECITALS :

- A. On or about January 24th, 2022, the Parties entered into an Independent Contractor Agreement for the Design of the Herriman Main Street Widening Project ("*Original Agreement*").
- B. During the course of Independent Contractor performing the Services outlined in Exhibit A of the Original Agreement, it became apparent that the scope of the Services needed to be expanded to include additional items (the additional items are referred to herein collectively as the "*Additional Work*").
- 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 Proposal.
- E. The parties desire to amend 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.** Exhibit A of the Original Agreement is amended to include the following services (see attached Exhibit A-1 for additional detail.): Amendment in the amount of \$103,060 to include:
 - a. Removal of CMGC contract support and cost estimating
 - b. Addition of prequalification process support
 - c. Additional design not included in original contract—This area was previously planned to be designed and built by developer but will now be included in this project.
- 2. **Additional Fee.** In addition to the Fee set forth in the Agreement for Independent Contractor's performance of the Services, City agrees to pay Independent Contractor **\$103,060** for the Additional Work.

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

IN WITNESS WHEREOF, Herriman has caused this Amended Agreement to be signed by its public works director, and Independent Contractor has caused the same to be signed and delivered.

HERRIMAN

ATTEST:


Jackie Nostrom, City Recorder


Chase Andrizzi, City Attorney
Approved as to form and legality



Wall Consultant Group

By 
Its: Ryan Nuesmeyer



April 18, 2022

Ryan Nuesmeyer, PE
WCG, Vice President
ryan.nuesmeyer@wcg.us
801-915-2017

Bryce Terry, PE
Herriman City, Assistant City Engineer
btterry@herriman.org
801-446-5323

Re: Herriman Main Street Widening – WCG Contract Modification

Dear Bryce Terry,

At Herriman City's request, Wall Consultant Group (WCG) proposes to modify the contract with Herriman City to include the following revisions.

- Remove the following effort from the existing contract:
 - CMGC Contract Administration Support
 - CMGC Independent Cost Estimating
- Add to the existing contract:
 - Contractor Prequalification Administration Support
 - Independent Cost Estimating, Quantity Take-Offs, & Constructability Review
 - Topographical Survey, Aerial Imagery, Existing Right of Way Research, & Roadway Design for the "Developer" Segment (STA 133 to 148)
 - Topographical Survey, Aerial Imagery, GIS Existing Right of Way Linework, & Concept Roadway Design for the re-alignment of the Hi Country Road connection to Herriman Main Street

These revisions will provide greater value to the city through:

- A contractor prequalification for this and future projects,
- An owner-controlled design of the "Developer" Segment of Herriman Main Street, and
- Conceptual design evaluation and cost estimating to improve the geometric connection of Hi Country Road to Herriman Main Street.

The change in estimated hours for these revisions is detailed in the attached hours estimate. The hours associated with the CMGC effort have been removed from the estimate (highlighted red), tasks that have modified hours are highlighted in orange, and the hours associated with the new work tasks are highlighted in yellow. The net change in the proposed hours of effort is an increase of 861 hours and a contractual increase of \$103,060 (for a new total of \$505,340).

It is not anticipated that this additional effort will significantly affect the project design schedule.



Please contact me if you have any questions or need any additional information. Thank you again for allowing WCG to assist you with this project.

Thank you,

A handwritten signature in blue ink, appearing to read 'Ryan Nuesmeyer', is written over a faint, light blue circular stamp or watermark.

Ryan Nuesmeyer, PE



Item	Quantity	Unit Cost	Total
Shipping	5	2.50	
Printer and Inkjet	1	1,000.00	1,000.00
Software for utilities	5	1,000.00	5,000.00
Office Supplies	5	1,000.00	5,000.00
			11,000.00

Exhibit A-2
(Second Amendment)



CONTRACT/AGREEMENT DOCUMENT APPROVAL

Herriman Main Street Widening - Amendment 2
Contract or Agreement Title

Wall Consultant Group
Vendor Name

\$64,472.50
Contract Price

DEPARTMENT: Engineering

PROJECT MANAGER: Bryce Terry
(Responsible Party)

PHONE/EXT: 272

ORIGINATION DATE: January 31, 2023

COMPLETION DATE: December 1, 2023

ASSIGNED GL#: 40-47-562

AVAILABLE BUDGET: \$10,195,735.00 898,702.41

☐ BOND REQUIRED

☐ INSURANCE REQUIRED (LIABILITY/WORKERS COMP.)

☐ BID SUMMARY INCLUDED

☐ JUSTIFICATION INCLUDED

*After contract
w/ Landmark
Excavating*

DOES THIS AGREEMENT CONTAIN CONFIDENTIAL INFORMATION? No

IF YES, PLEASE EXPLAIN: _____

Brief Description of Contract/Document: Water improvements including relocating all meters/hydrants for Culinary Water, new lines for Secondary Water, relocating impacted irrigation lines, 11 additional ROW acquisition parcels, 35 exhibits for parcels with permits to enter & construct.

ORDER OF NECESSARY APPROVALS:

2/27/2023
DATE

Bryce Terry
REQUESTOR/MANAGER

2/27/23
DATE

Blake Jones
DEPARTMENT DIRECTOR - REVIEWED AS TO CONTENT (REQUIRED)

2/28/23
DATE

Matthew Good
LEGAL - APPROVED AS TO FORM (REQUIRED)

3/6/23
DATE

Kyle Mann
FINANCE - FISCAL REVIEW (REQUIRED)

3/8/23
DATE

1028
ASSISTANT CITY MANAGER (REQUIRED)

3/9/2023
DATE

[Signature]
CITY MANAGER (REQUIRED)

3/9/23
DATE

[Signature]
CITY RECORDER/ATTEST (AFTER ALL APPROVALS)

RECORDS MANAGEMENT:

Records Retention Schedule

Destruction

File Number

Amendment to Independent Contractor Agreement

THIS AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT (*"Amended Agreement"*) is made effective this 9th day of March, 2023, by and between **HERRIMAN CITY**, a Utah municipality (*"Herriman"*) and **Wall Consultant Group (WCG)**, a Utah corporation, (*"Independent Contractor"*). Herriman and Wall Consultant Group, may also be referred to as a Party or collectively as the Parties.

RECITALS :

- A. On or about January 24th, 2022, the Parties entered into an Independent Contractor Agreement for the Design of the Herriman Main Street Widening Project (*"Original Agreement"*).
- B. During the course of Independent Contractor performing the Services outlined in Exhibit A of the Original Agreement, it became apparent that the scope of the Services needed to be expanded to include additional items (the additional items are referred to herein collectively as the *"Additional Work"*).
- 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 Proposal.
- E. The parties desire to amend 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:

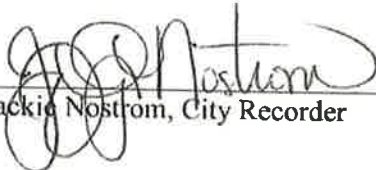
- 1. **Additional Work.** Exhibit A of the Original Agreement is amended to include the following services (see attached Exhibit A-2 for additional detail.): Amendment in the amount of \$64,472.50 to include:
 - a. Additional Culinary Water Design
 - b. Additional Secondary Water Design
 - c. Additional Irrigation Water Design
 - d. Additional Work Property Owner
- 2. **Additional Fee.** In addition to the Fee set forth in the Agreement for Independent Contractor's performance of the Services, City agrees to pay Independent Contractor **\$64,472.50** for the Additional Work.

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

IN WITNESS WHEREOF, Herriman has caused this Amended Agreement to be signed by its public works director, and Independent Contractor has caused the same to be signed and delivered.

HERRIMAN

ATTEST:


Jackie Nostrom, City Recorder


City Attorney
Approved as to form and legality



Wall Consultant Group

By 
Its: Ryan Nuesmeyer

Exhibit A-2 (Second Amendment)



January 31, 2023

Ryan Nuesmeyer, PE
WCG, Executive Vice President
ryan.nuesmeyer@wcg.us
801-915-2017

Bryce Terry, PE
Herriman City, Assistant City Engineer
bterry@herriman.org
801-446-5323

Re: Herriman Main Street Widening – WCG Contract Amendment #2

Dear Bryce Terry,

Wall Consultant Group (WCG) proposes to modify the contract with Herriman City to include the additional engineering effort associated with the following improvements (this additional water work will be completed by WCG's sub-consultant (CRS)).

City Culinary Water-

1. Relocate all meters and hydrants impacted by project
2. Provide culinary and secondary lateral stubs, box and setter for each residence along the alignment that does not already have one (keep them 4-5 feet away from culinary meters if possible)
3. Replace the 6-inch pipe on the south side of Main Street from 6400 West to the PRV at 6250
4. Replace PRV with new EFI PRV (city to purchase and provide) and re-align /relocate PRV into park strip- Power redesign to the box done by WCG- Jonathan Bowers to send details for PRV and Power Panel
5. No Mainline replacements west of 6400 W

City Secondary Water

1. New line from 7300 West to Dansie Blvd (16-inch Pipe) (approx. 2600 lf) and stub south across main street
2. Evaluate uses or need for removal of 8-inch line that is undersized.
3. New 8-inch line on south side of Main Street to provide service to homes not currently served (approx. 900 lf)
4. New line from about 6600 West to 6400 West (approx. 1500 lf) with 16-inch pipe and provide 6-inch connections to existing 6-inch lines in development north of Main Street- Connect to City system and stub south to project extents

Herriman Irrigation



1. Based on GIS- no replacements are within the right of way on the west end- No design on west end
2. Replace portions impacted on north side of Main Street around 6600 to 6550 before it leaves right of way.
3. Identify location of Butterfield line on south side of Main Street and relocate where necessary
4. Verify all turnout locations and if relocation is needed

Herriman City Irrigation

1. Relocate lines impacted on north side of the Well.
2. Eliminate west box
3. Relocate headgates and 2 8-inch pipes that would be in gutter
4. Replace both lines (on north and south side of road) within right of way east of 6400 W impacted by project

In addition to the above-mentioned water improvements, WCG proposes to amend the contract to also include:

- 11 additional ROW acquisition parcels (initial contract included 10 parcel documents)
- 35 exhibits for parcels with permits to enter and construct
- Revisions to plans and documents resulting from acquisition and permit negotiations
 - *Due to the unknown extent and quantity of changes associated with this effort, I have included an assumed number of hours to complete the changes. An additional contract modification may be required if the requested changes exceed the estimated hours.*

The anticipated hours for WCG's additional effort is detailed in the attached hours estimate. The net change in the proposed hours of effort is an increase of 284 hours and a contractual increase of \$32,930. Including the additional CRS completed water design work, the complete contractual increase is \$64,472.50 (~~for a new total of \$69,812.50~~).

RN
WCG Initial

Please contact me if you have any questions or need any additional information. Thank you again for allowing WCG to assist you with this project.

Thank you,

Ryan Nuesmeyer, PE



Project Name: Herriman Main Street Widening
Revised: 1/31/2023

Cost Estimate

Description	Ryan Muesmeyer	Dave Lehman	Ben Williams	Bryce Albrecht	Calvin Romero	Paul Peterson	Andrew Beene	Andrew Young	Darren Williams	Jerry Chapman	Rod Moore	Lon Bralhard	Total Hours by Task	Total Cost by Task
Develop ROW Plans & Documents														
Develop Parcel Exhibits														
Plan & Document Revisions (e.g. Property Owner Revisions)	18	11	4	40	0	8	6	48	7	24	64		55	\$ 6,090.00
Total Hours	8	11	4	40	0	8	6	48	7	24	64	0	104	\$ 10,800.00
Rate	\$ 185.00	\$ 450.00	\$ 140.00	\$ 140.00	\$ 145.00	\$ 140.00	\$ 120.00	\$ 100.00	\$ 150.00	\$ 110.00	\$ 100.00	\$ 90.00	284	\$ 32,930.00
Labor Costs	\$ 1,480.00	\$ 1,760.00	\$ 560.00	\$ 5,600.00	\$ 0	\$ 1,120.00	\$ 720.00	\$ 4,800.00	\$ 1,050.00	\$ 2,640.00	\$ 6,400.00	\$ 0	1,256	\$ 16,040.00
Direct Costs														
Total Estimate														\$ 31,542.50
														\$ 64,472.50

Direct Costs

Item	Units	Unit Cost	Total
Mileage	1	\$ 0.56	\$ 0.56
CPS Additional Water Design	1	\$ 31,542.50	\$ 31,542.50
Total:			\$ 31,543.06



STAFF REPORT

DATE: June 7, 2023

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, Assistant City Engineer

SUBJECT: Consideration of Change Order for the Herriman Detention Ponds Project

RECOMMENDATION:

Approve the change order to the Herriman Detention Pond Project as proposed.

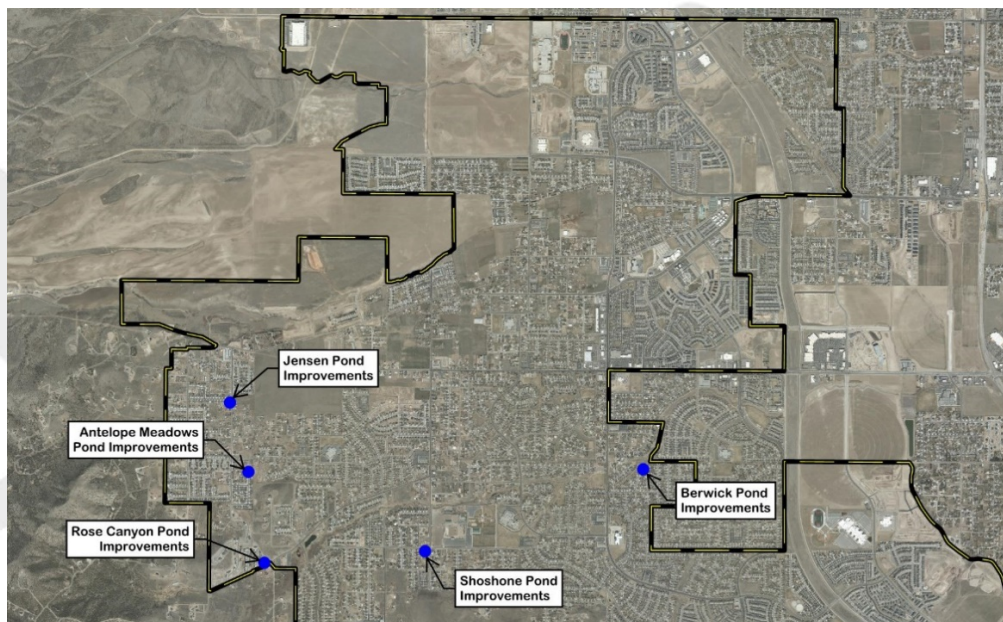
ISSUE BEFORE COUNCIL:

Should the Herriman Detention Pond Project be given a change order to extend the landscaping along Rose Canyon Rd into the unfinished parkstrip areas?

BACKGROUND/SUMMARY:

As a part of the ARPA funds the City received, Council had previously directed staff to proceed with a project to landscape five unfinished detention ponds. Those ponds had been left without landscaping for many years, this project will install fencing and landscaping at those ponds.

The ponds from the project are shown below for reference:



DISCUSSION:

This project is scheduled to be completed by mid-July. During this project, it was noted that this project is also adjacent to another unfunded project needing to be completed. That project is the unfinished parkstrips along Rose Canyon Rd. Because we have had success with this contractor and they have already mobilized for the Rose Canyon Pond Landscaping, staff had requested the contractor to provide a quote to complete the landscaping along Rose Canyon Rd (see attached Exhibit A).

Additionally, staff began discussions with a new subdivision at the west end of the project to partner together to discuss a better deal for both the City and the development (see Exhibit A). The development would have been required to provide its own power meter, irrigation controller, and water connection for the landscape required as part of the subdivision. If the City extends the project as proposed, it is possible to negotiate a deal to be able to have that subdivision landscape some of this area for the City, and the City would share our water, power, and irrigation controller connections with that area. This would save the City some cost to complete the project.

This landscaping plan is minimal to provide rock mulch, an irrigation system, trees, and the continuation of an equestrian trail. Additional plants could be added later to increase the plant cover in the area if desired.

Additionally, the City is holding a landscaping bond from the Ridges at Rose Canyon Subdivision that can be used to help cover some of the cost of these improvements (\$38,032.50)

FISCAL IMPACT:

These contract adjustments are included in the current Proposed 2023 Budget Amendment that was discussed at the previous City Council meeting (May 24) in the ARPA funding section.

Table 1. Contract Amounts

Current Contract Amount:	\$ 1,217,000.00
Proposed Change Order	\$ 149,425.33
New Contract Total	\$ 1,366,425.33

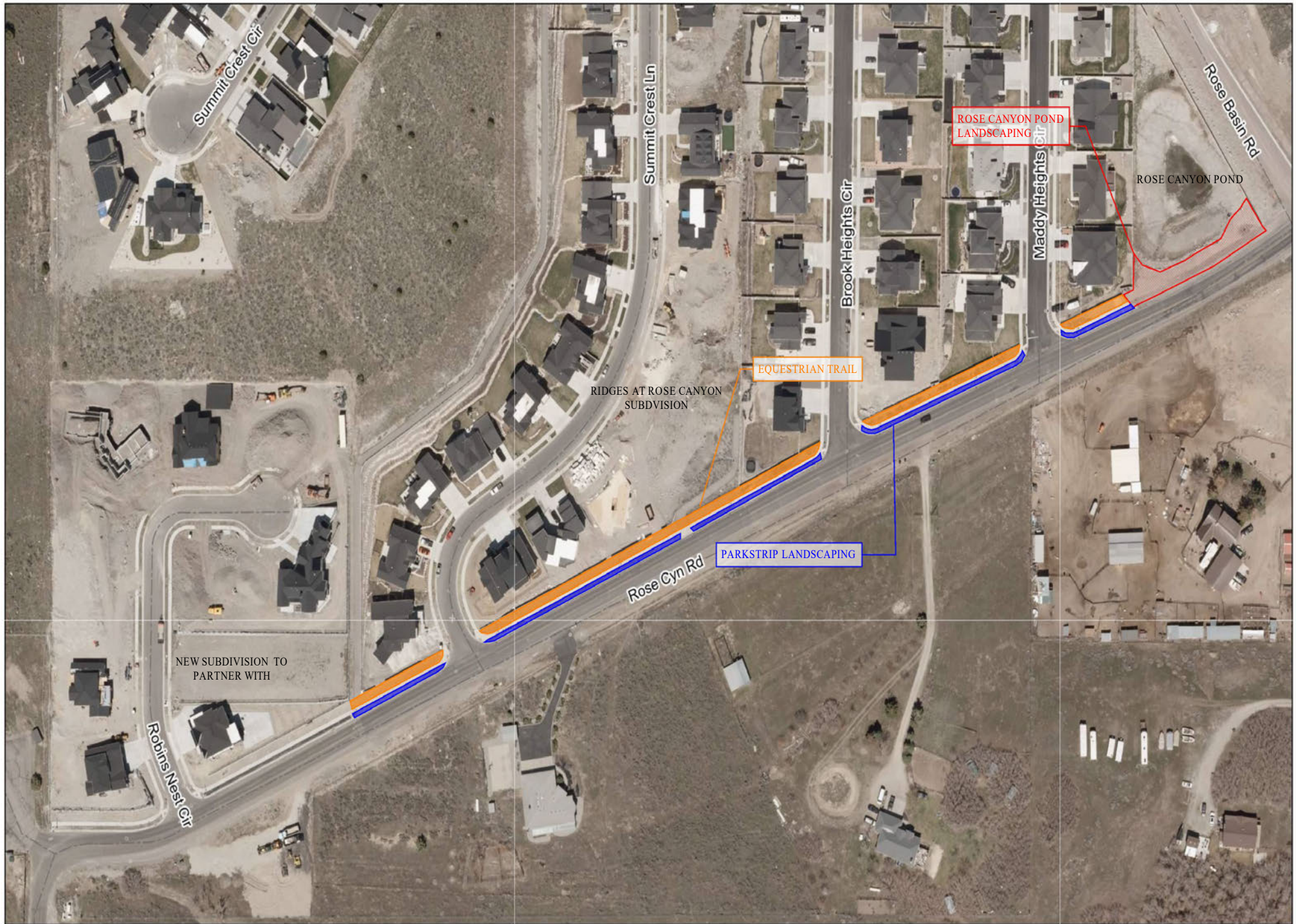
ALTERNATIVES:

Option 1 [Recommended] – Approve the change order as proposed. This will allow a long-awaited project to be completed at a great cost value to the City while staying within the proposed budgeted ARPA funds the City has received

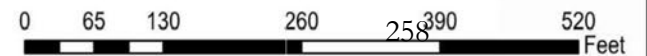
Option 2 – Do not approve the change order. This will remove the potential additional scope to the project, and the parkstrips will remain unfinished until this project can get funded at another time.

ATTACHMENTS:

Exhibit A.pdf
Change Order Form.pdf



Rose Canyon Rd Parkstrips - Potential Change Order





Contract/Agreement Change Order Approval

Herriman City Detention Basins - Change Order #4

Contract/Agreement Title

S&L Inc.	\$1,217,000.000
Contractor Name	Original Contract/Agreement Amount
Engineering	Jory Howell
Department	Project Manager
18-41-090, 18-41-100, 18-41-110, 18-41-120. 18-41-130	0114-00, 0067-00, 0019-00, 0026-00, 0099-00
Assigned GL #	Easy CIP #
\$149,425.33	12.28%
Change Order Amount	Percentage of Original Contract Amount

Reason For Change Order: Rose Canyon Detention Pond - Park Strip Improvements

Order of Necessary Approvals:

6 June 23
Date

6/6/23
Date

Date

Date

Date

Jory B Howell
Requestor

Blake Thomas
Manager/Director

Finance – Fiscal Review

Assistant City Manager

City Manager

DOCUMENT 00 63 63

CHANGE ORDER



DATED: June 5, 2023
 CONTRACTOR: S&L
 Address: 935 W Center St.
 PROJECT: Herriman City Detention Basins
 OWNER: Herriman City

Change Order No.: 4
 Project No.: U22-029

Original Contract Amount: \$ 1,217,000.00

In preparing change orders, show in order as separate numbered paragraphs:

1. Reason for change 2. Description of change 3. Change in contract cost 4. Change in contract time

This Change order provides for:

- 1 Reason for change: -
- 2 Description of change: Landscaping in parkstrip and equestrian trail following Rose canyon rd.
- 3 Change in contract cost:

Item #	Description of Changes	Quantity	Unit	Unit Price	Decrease in Contract Amount	Increase in Contract Amount
1	Landscaping & Equestrian Trail	1	LS	\$ 149,425.33		\$ 149,425.33
						\$ -
						\$ -
	Subtotals:				\$ -	\$ 149,425.33
Net Change in Contract Price:						\$ 149,425.33

The amount of the contract will be " increased " decreased by the sum of:

\$ 149,425.33 DOLLARS

The contract total including this and previous change orders will be:

\$ 1,372,771.33 DOLLARS

4 Change in Contract time: + Increase - Decrease 22 Days
 New Completion Date: 7/1/2023

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: Luke Rainey Digitally signed by Luke Rainey
DN: cn=LUKE, o=S&L, ou=Contractors, email=luke@slc.com, c=US Date: 6/5/23
 Contractor

APPROVED BY: _____ Date: _____
 City Manager

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

PROPOSED CHANGE ORDER



S&L Incorporated
935 West Center Street
London, Utah 84042
Phone: (801) 785-8458
Fax: (801) 785-8453

PROPOSAL NO.: 1

SUBMITTAL DATE: 6/1/2023

S&L JOB NO.: 521

OWNER PROJECT NO.: U22-029

OWNER CHANGE ORDER NO.: 4

CONTRACT DAYS: (+)22 DAYS

TO:	Herriman City
PROJECT:	Herriman City Detention Basins
DATE:	
ATTN:	Jory Howell
EMAIL:	jhowell@herriman.org
PHONE:	801-446-5323

S&L APPROVAL:

INITIAL	DATE

Phase/Task	Category	Amount

Contract Unit Cost Sect 00-41-43 has been used with matching Item #'s

ITEM #	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	EQUIPMENT	UNIT PRICE w/ TAX	AMOUNT
	GC's/Mobilization	LS	1				\$32,980.00	\$32,980.00
5	Clear & Grub	SF	16656				\$0.25	\$4,164.00
6	Existing Soil Removal & Haul Off	YRD	389				\$30.00	\$11,670.00
	Plantings:							
15	Trees - 2" Deciduous and Staking	EA	28	\$ 525.00			\$560.96	\$15,706.95
13	Topsoil	YRD	160	\$ 40.00			\$42.74	\$6,838.40
21	Stone Mulch(1-1/2" MINUS Nephi)	SF	5400	\$ 1.65			\$1.76	\$9,520.34
-	Equistrian Trail(Crusher Fines)	TONS	351	\$ 9.00			\$9.62	\$3,375.39
	Irrigation:							
-	Drilling under street and installing conduit	EA	3				\$1,500.00	\$4,500.00
44	1" PVC	LF	1690	\$ 7.50			\$8.01	\$13,543.24
53	Dripline	SF	5400	\$ 1.25			\$1.34	\$7,212.38
40	Drip Valves	EA	4	\$ 525.00			\$560.96	\$2,243.85
51	Drip Flush Valves	EA	6	\$ 65.00			\$69.45	\$416.72
52	Drip Indicator	EA	6	\$ 30.00			\$32.06	\$192.33
28	Manual Drains	EA	1	\$ 330.00			\$352.61	\$352.61
37	PRV	EA	0	\$ 990.00			\$1,057.82	\$0.00
39	Quick Coupler	EA	3	\$ 450.00			\$480.83	\$1,442.48
36	Flow Sensor	EA	1	\$ 850.00			\$908.23	\$908.23
35	Master Valve	EA	1	\$ 1,265.00			\$1,351.65	\$1,351.65
31	Backflow Enclosures	EA	1	\$ 3,850.00			\$4,113.73	\$4,113.73
29	Backflow	EA	1	\$ 1,300.00			\$1,389.05	\$1,389.05
-	Isolation Valves	EA	2	\$ 550.00			\$587.68	\$1,175.35
	Controller Equip:							
47	2-Wire & Conduit	LF	1400	\$ 2.60			\$2.78	\$3,889.34
-	Surge Protectors	EA	2	\$ 335.00			\$357.95	\$715.90
-	Drip Valve Decoder	EA	4	\$ 345.00			\$368.63	\$1,474.53
-	Flow Sensor Decoder	EA	1	\$ 365.00			\$390.00	\$390.00
-	Master Valve Decoder	EA	1	\$ 345.00			\$368.63	\$368.63
							SUB-TOTAL:	\$129,935.07
							P&O @ 15%:	\$19,490.26
							TOTAL:	\$149,425.33

Rose Canyon Rd. CO



■ Equestrian Trail

■ Planter Bed

Notes:

- Equestrian Trail is 6" of crusher fines.
- Parkstrip is 3" of 1 1/2" Nephi Crushed.
- Trees in Parkstrip: 2" caliper Koe Pan/Golden Rain Tree about every 35' in the park strip. This tree is subject to change for an approved equal. I am unaware of their availability



CITY COUNCIL MINUTES

Wednesday, April 26, 2023
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, April 26, 2023, 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: Jared Henderson, Teddy Hodges, Sherrie Ohrn, Steven Shields

Staff Present: City Manager Nathan Cherpeski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, Director of Operations Monte Johnson, Public Works Director Justun Edwards, Communications Specialist Mitch Davis, City Planner Michael Maloy, Deputy Police Chief Cody Stromberg, Community Development Director Blake Thomas, Unified Fire Authority Assistant Chief Anthony Widdison, City Attorney Todd Sheeran, Building Official Cathryn Nelson, and Assistant City Attorney Matt Brooks.

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

1. Council Business

Mayor Lorin Palmer called the meeting to order and noted Councilmember Jared Henderson would be late but was on his way.

1.1. Review of this Evening's Agenda

There were no comments.

1.2. Future Agenda Items

Councilmember Sherrie Ohrn noted she had attended the NIMS emergency management training. Councilmember Ohrn said she wanted to promote Council education in NIMS training and suggested different safety management tools. Deputy Chief of Police Cody Stromberg stated the City had a strong emergency management program in place in 2011 and recognized it has dropped off since. He noted the City was planning some new training programs and workshops for both elected officials and City staff.

Councilmember Ohrn asked when Council would have the opportunity to revisit the lobbyist contracts. City Manager Nathan Cherpeski replied a discussion would happen simultaneously with budget discussions.

Councilmember Ohrn suggested having legislative meetings prior to the interim session and expressed frustration over the affordable housing crisis. Councilmember Ohrn said there was more planning to do in the City beyond affordable housing, including needs in parks, recreation, and job development. Councilmember Ohrn rhetorically asked how housing could be affordable if no one had a job. She felt the City needed to focus on balancing the community, and reiterated there were infrastructure needs to address.

Councilmember Teddy Hodges opined the City should address the state of readiness needs throughout the community. Public Works Director Edwards said it would be good for the Council to see some data on the annual report.

Councilmember Steve Shields responded to a few of Councilmember Ohrn's points. He commented the legislature was beginning to use loose terms in new materials, and opined political subdivisions exist so individuals can have self-determination and plan their own taxes, infrastructure, and needs. He worried any state-led initiative to deter from self-determination was a constitutional violation. Councilmember Shields said many legislators did not believe Herriman City claims on housing needs. He said the City needed to illustrate the truth behind the housing throughout the community which would include a deep assessment of entitlements and cost of housing. Mayor Palmer agreed and added it was supply-and-demand issue. Councilmember Shields noted this information was public, and it needed to be collected and be delivered to the representatives. Councilmember Ohrn suggested starting a task force for this initiative. Mayor Palmer suggested the County and the Utah Department of Transportation would offer support and noted this needed to be a County wide decision.

1.3. Council discussion of future citizen recognitions

There were no future citizen recognitions noted.

2. Administrative Reports

2.1. JATC South Agricultural Issues Report – JATC FFA Students

This item was continued to a future meeting.

2.2. City Council roundtable with County Councilman Sheldon Stewart

Salt Lake County Councilmember Sheldon Stewart announced CTAA addressed convention tourism who charge a two-percent tax on hotels and event spaces. He explained the board decided where this money goes, and stressed no elected officials served on this board or within the organization. Councilmember Stewart said they used ESG language on their website. He also expressed they had put out a statement for “social offset” which noted individuals may not agree with Utah’s state values, but they should still come to the State and donate to organizations within the State which did agree with their values. Councilmember Stewart noted an organization which supported reproductive choice was one of the places they had listed. Councilmember Stewart expressed he and republican caucus members were looking into this issue because he did not like how this organization was pushing tourism while also saying the state “sucks.” Councilmember Stewart said the organization was funded by public money, which in his view made it wrong, and felt the need to push conservative values forward and get the language removed.

Councilmember Stewart then brought up the fifth on the fifth tax, which was earmarked for transportation and was in an upcoming bill. Councilmember Stewart said there had been an effort to shift the funds to mental health initiatives. Councilmember Stewart said this piece was eliminated from the bill, though the fifth on the fifth would still be part of the bill. Councilmember Stewart stated he was against the fifth on the fifth, although he said it could still pass at the county level.

Councilmember Stewart added his name was put on a letter to UPD, though he was unaware. Councilmember Stewart said he felt they should control more of the shared services line which may conflict with UPD.

Councilmember Stewart then spoke out against the UFA Canyon fee. He said this resolution was poorly written which could result in higher collection revenues. Councilmember Stewart said he was working on a new proposal which would give an 18-month window to formulate how to operate and function within the area. Councilmember Stewart said this would include heavy rescue units. He expressed his feeling there was political motivation behind the issue. He also said funds were approved for additional bike and trail paths, which would be County-wide recreation the Canyon Fee addresses.

Councilmember Ohrn recalled she sent Councilmember Stewart an email about an unsavory email she received. She went to the public library with young child and was appalled by the books available to children. Councilmember Ohrn expressed disgust over the fact her tax dollars were being utilized in this manner. Councilmember Ohrn asked who approved the books, and clarified while she was not advocating for burning books, she felt some books simply were not appropriate for children given the questions of morality posed. Councilmember Ohrn felt some of the material was pornographic in nature, which was also clearly inappropriate for children. Councilmember Stewart said taxpayers paid more to the

libraries than to the police and fire departments, and expressed this was mind boggling to him.

Councilmember Ohrn asked why the County was providing library services at all. Councilmember Stewart said Salt Lake County was one of the only counties who did this, and noted this was a huge problem. He said just because there was extra money doesn't mean areas like this should be funded. Councilmember Stewart said he sat outside a library recently and witnessed 20 people come into the facility. The employee-patron ratio for that day was 1:4, which necessitated cuts. Councilmember Stewart added some of the patrons were there only to utilize the restroom facilities.

Councilmember Stewart continued with a previously drafted bill to change language around the canyon fees issue. Councilmember Shields said UFA was a great service, though their bond payments were concerning. Councilmember Stewart said when the County was founded, there were several pieces of unincorporated land. Councilmember Shields asked what would happen if there were no shared services. Councilmember Stewart responded county and jail services would still be warranted. He thought shared services should be reevaluated in the county.

Councilmember Shields opined they did so much better as a City versus as a County. He asked what the purpose of the county government even was and said the taxation the County did was disproportionately applied. Councilmember Stewart replied the County technically had one court, and he added Kim was going through the County duties to determine if there were anything which should be dismissed. Councilmember Ohrn thought the County should get data on these taxes and share it with the public.

Councilmember Stewart said he was committed to coming out twice a year at least and spoke about how he enjoyed serving Herriman City.

2.3. Animal Services Capital Project Funding Discussion – Cody Stromberg, Deputy Chief of Police

Deputy Chief of Police Cody Stromberg said staff had been looking at having the City function as the general contractor for the Animal Services Capital Project. Deputy Chief of Police Stromberg said a budget amendment would be necessary if changes were made.

Deputy Chief of Police Stromberg recommended using CM/GC services, though acknowledged pros and cons for each approach. Councilmember Hodges recommended not having the City be the general contractor. City Manager Cherpeski said the ordinance needed to be reworked but acknowledged the lack of time for an amendment prior to the project being completed. Deputy Chief of Police Stromberg added the City had never done a project this small which added more difficulties. Councilmember Henderson asked if this build was a temporary solution, costs should be limited.

Councilmember Hodges asked if there were any required contractors. Deputy Chief of Police Stromberg said there were a few but were not specific to the unit itself. Deputy Chief of Police Stromberg also discussed the housing kennels could be portable, but the construction for the pod would be done in a manner to contain the noise and smell within the room.

Councilmember Shields expressed concern about building a new facility, and Mayor Palmer asked if this location was logistically sound for a permanent location. City Manager Cherpeski replied in a perfect world, staff could get by with less, but there are animal issues which needed to be addressed. City Manager Cherpeski said this would also be a public facing building, which needed to be considered. He said many of the plans were not realistic, and focus should be on the price point.

Councilmember Ohrn emphasized the City had no money to spend on this project, to which City Manager Cherpeski replied the fund balance would need to be utilized. Councilmember Ohrn asked why the City could not use the fund balance for more pressing problems. City Manager Cherpeski discussed the plan for long term spending like road maintenance, and explained the fund balance was set aside for single projects, not reoccurring costs.

The Council discussed changing the space to have smaller office space to accommodate additional animal space, as well as whether a mezzanine should be installed or not. Deputy Chief of Police Stromberg said he would get good data in this temporary facility, and commented there was already money in the Capital Infrastructure plan to fund projects like this.

City Manager Cherpeski reemphasized the City would not be able to use the fund balance for any ongoing costs, which would include facilities. He acknowledged a private contract could be executed; however, this would not come with guarantees.

Deputy Chief of Police Stromberg said the issue with the entire southwest corner was a lack of animal services facilities and reported all existing facilities were full. He added there was an immediate need in the community and needed to be wary of adding on additional costs. City Manager Cherpeski added much of the challenge was being behind and said the operational costs would need to be determined.

Councilmember Henderson advocated for the least expensive option, as it offered flexibility and time to understand future needs. Councilmember Hodges interjected noting the mezzanine would allow for additional storage space. Deputy Chief of Police Stromberg said this would put the cost at just over \$737,000.

Councilmember Henderson said he did not want to invest too much money in a temporary space. Deputy Chief of Police Stromberg agreed and acknowledged some costs would happen regardless. Councilmember Shields said the City needed to be careful about not spending too much money on a temporary location and advocated for building a permanent

facility. Councilmember Henderson said the City could look to partner with other organizations to find storage.

Mayor Palmer and Councilmember Ohrn both disagreed with the inclusion of a mezzanine. Councilmember Ohrn thought the City could also look to neighboring communities. Councilmember Shields argued this was the opposite of what was discussed in February. The direction offered at that time was to maximize the use of the space and this project should be looked at as a permanent animal shelter even if it is constructed as a temporary facility. Councilmember Henderson felt the opposite.

Councilmember Hodges proposed capping any spending at \$700,000, and to aim for \$500,000. Councilmember Shields said the City was already in a deficit.

Councilmember Hodges moved to adjourn the work meeting at 7:00 p.m. Councilmember Ohrn seconded the motion and all voted aye.

The Council reconvened the work meeting at 8:56 p.m.

2.4. Short Term Rental and Accessory Dwelling Unit Presentation – Todd Sheeran, City Attorney

City Attorney Todd Sheeran explained short term rentals could cause negative neighborhood relations, although he also acknowledged their convenience. He noted pre-2007, short term rentals were called vacation rentals and when AirBNB launched in 2008, it had become a billion-dollar a year industry. City Attorney Sheeran showed some examples of AirBNBs across the state and outlined the benefits of short-term rentals which included option variety, location convenience, price, diversity, tourism opportunities, extra income for property owners, and development opportunities.

City Attorney Sheeran said the negative aspects of short-term rentals included loss of residential feel of neighborhood, parking issues, nuisances for neighbors like trash and noise, and rent increases. City Attorney Sheeran said there was also a study which called short-term rentals' impact on rent into question. City Attorney Sheeran said short-term rentals mostly affected areas with lots of tourism and pulled up statistics which looked at county usages of short-term rentals. He said several tourism dense areas have almost a quarter of their housing going to short term rentals which can be a huge issue with limited land. City Attorney Sheeran said this was less of a problem in Salt Lake County.

City Attorney Sheeran said in 2017, a bill defined a 'short-term rental' and addressed Cities and Counties were issuing fines or outright banning short-term rentals. He explained the bill gave people the right to list short-term rentals and said the language in the document gave the State the right to prosecute people using auxiliary units as short-term rentals. City Attorney Sheeran said there were several bills from 2022 legislative session which restricted

municipalities and the right to prosecute property owners renting things out short-term. City Attorney Sheeran went through a few other bills which failed to pass.

City Attorney Sheeran said Herriman Code prohibited short-term rentals; however, there were still 44 listings within the community. He clarified this did not seem like a problem. Councilmember Ohrn commented those people might not know Herriman prohibited short-term rentals. City Attorney Sheeran agreed and added there were business tools at the City's disposal to deter from people listing short-term rentals. He thought the group should address the General Plan's language about short-term rentals.

City Attorney Sheeran said short-term rentals could be compatible with residential Code, but the City needed to adhere to strict definitions for terms such as dwelling. He said they also needed to address location and how short-term rentals fit into zoning ordinances and acknowledged the fact that short-term rentals could be limited based on population and development. There could also be occupancy, noise, and maintenance requirements which cross reference local business license requirements.

Councilmember Hodges asked if the Council could restrict occupancy based on Fire Marshall recommendations, to which City Attorney Sheeran said they usually abide by two people per room.

Councilmember Hodges said regulating short-term rentals would be difficult. City Attorney Sheeran agreed and added there would be a fine balance to decide whether to punish the owner or the tenants. The City should also have the enforcement and penalties clearly defined. Councilmember Hodges said there are currently no regulations outlined. Councilmember Ohrn asked if there had been issues. Deputy Chief of Police Stromberg said complaints are received based on parking, trash, and noise. Councilmember Henderson said historically, the owner was the individual to be punished.

Councilmember Ohrn said she believed it was overly restrictive to outright ban short-term rentals. She did not necessarily think rentals should be allowed everywhere, but supported people making extra money.

Councilmember Henderson said this warranted a bigger discussion. He told a story from his first term in 2017 which involved a big party house and lots of trash and noise. Councilmember Shields indicated his neighbors love who throw annual Halloween parties. Councilmember Henderson opined there was only so much which could be done, but next steps should be discussed.

Councilmember Henderson suggested the Council look at the structural integrity of the neighborhood when rendering a decision and opined local laws to be put in place which prohibit short-term rentals in specific areas.

Councilmember Shields moved to temporarily recess the City Council work meeting with the following members of staff City Manager, Assistant City Manager, City Attorney, City Recorder, Finance Director, Assistant City Attorney, Community Development Director, Planning Director, and Communications Manager to convene in closed session in the Fort Herriman Conference Room for the purpose to discuss pending or reasonable imminent litigation and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 9:34 p.m. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Yes</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

The motion passed unanimously.

The Council reconvened at 10:05 p.m.

3. Adjournment

Councilmember Ohrn moved to adjourn the City Council work meeting at 10:05 p.m. Councilmember Shields seconded the motion and all voted aye.

7:00 PM – GENERAL MEETING:

4. Call to Order

Mayor Palmer called the meeting to order at 7:10 PM.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

Captain Jesse Carpenter led the audience in the Pledge of Allegiance.

4.2. City Council Comments and Recognitions

Councilmember Ohrn thanked the first responders.

Councilmember Hodges thanked staff for the Arbor Day educational efforts.

Councilmember Shields recapped the active shooter drill at a local high school. He gave details on the sights and smells of the simulation and praised the realism of the simulation. He was emotionally impacted by the simulation and thanked the officers for all they do.

5. Public Comment

There was no public comment offered.

6. City Council Reports

6.1. Councilmember Jared Henderson

Councilmember Henderson asked everyone to read the UFA budget memo previously distributed.

6.2. Councilmember Teddy Hodges

Councilmember Hodges noted he attended a Sewer Board meeting and noted the board was looking for budgetary savings and looked at an internal audit process to boost scoring. Councilmember Hodges said he was able to attend the ULCT conference, which was very informative.

6.3. Councilmember Sherrie Ohrn

Councilmember Sherrie Ohrn reported on Wasatch Front Waste and Recycling District meeting and noted they had been working on revamping the website and the educational resources available. Councilmember Ohrn reviewed what items could be recycled and encouraged everyone to familiarize themselves with tools and resources available for garbage and recycling services.

6.4. Councilmember Steven Shields

There was no report.

7. Mayor Report

There was no report.

8. Consent Agenda

8.1. Authorization to declare and dispose of surplus vehicles

8.2. Approval of a resolution granting Local Consent for a Temporary Beer Permit for the Fort Herriman PRCA Rodeo

8.3. Approval of a resolution granting Local Consent for a Temporary Beer Permit for Fort Herriman Towne Days

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

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Yes</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

The motion passed unanimously.

9. Discussion and Action Items

9.1. Discussion and consideration of a request to Amend the Olympia Public Infrastructure District Governing Document – Nathan Cherpeski, City Manager

City Manager Cherpeski reported the Council had received a request to amend the Olympia Hills public infrastructure district governing document. He explained there had been seven public infrastructure districts when Olympia was formed and was limited to contract fees. He reported the development team requested the council allow for a mil rate as a financing option. Any infrastructure upsizing would be at the cost of the City.

Councilmember Hodges asked if fees were on the same schedule, and City Manager Cherpeski explained the property owners paid for these things differently. Councilmember Ohrn asked if this covers all or part of the issue. Councilmember Shields expressed this was not an insignificant amount of money but would cover most of the costs.

Councilmember Ohrn said her issue with PIDs was the lack of oversight or statewide procurement policy. She did not like how this could lead to excess engineering costs.

Applicant Ryan Button said there was flexibility with the engineer's estimate, which was very common. Mayor Palmer added fair market value was determined by an engineer, but the PID act restricts this further.

Councilmember Ohrn asked about a point from page 11 which said the state could “assess assessments.” Applicant Button clarified this was a defined assessment based on the assessment act. Councilmember Ohrn felt the City giving a lot and was not reaping the benefits. She asked where the plan was built into the development. Councilmember Henderson opined there was not much of a benefit to the developer and thought this was largely for the City.

Councilmember Ohrn asked what in the MDA required this to happen sooner with effective phasing and assuredness, to which Councilmember Shields discussed it would not be realistic to give a strict timeline to the process. He said there were no guarantees and thought they should engage in more active planning with the developer. Councilmember Shields expressed his opinion that engaging with them more as a partnership will yield a better project result overall.

Councilmember Shields said there were robust mechanisms in place for commercial infrastructure. Councilmember Ohrn said she felt it was important to set expectations. Councilmember Shields said they were making these moves to build the backbones.

Councilmember Hodges said he felt the timing made things complicated between ownership and rights and setting up a site should help bring clarity.

Councilmember Henderson said this conversation was based on how Olympia Hills was currently. He said he would like to see something give and potentially look outside the current plan. Councilmember Henderson agreed that a concrete timeline would be difficult to solidify. Councilmember Henderson thought the tax dollars coming through would be worth reevaluating the process and trying to figure out how to make Olympia Hills better.

Councilmember Shields agreed having concrete parameters would be helpful, but noted they did not yet know the number of units being proposed or built. Councilmember Shields asked if they were doing a disservice to their partners by creating a plan which could possibly change. Councilmember Shields asked how they could have a meaningful conversation on the issue. Councilmember Henderson said he was unsure, but expressed he was fearful of having completely ambiguous language created in order to get projects finished sooner. Councilmember Shields said he did not know enough about development now to make any absolute agreements.

Councilmember Henderson said he liked the potential and asked for some incentive on the existing plan. Councilmember Shields said they have other funds to develop. Councilmember Henderson said he ultimately wanted to see a better plan. Mayor Palmer said he had looked at the initial vision and worried they do not yet have the density to drive this level of development. Mayor Palmer said if they do not get an HTRZ, it could impact their current plan. Mayor Palmer said they could not get to this conversation without moving forward with a developer first.

Councilmember Shields said he would not hesitate to approve the PID request but was unclear on what transportation needs include for the county. Councilmember Henderson loved the idea of thinking bigger and thought they needed to think of what the City needed in return to get towards HTRZ advancements.

Mr. Button agreed with Councilmember Shields' statement about the PID and UTA. He said their interests are completely aligned with HTRZ needs. Councilmember Shields reiterated how difficult it was to create a plan without knowing what the plan fully entails and recommended conducting a traffic study.

Councilmember Ohrn clarified the plan to move forward with subdivisions and didn't understand how the developer was going to move forward without a plan. Councilmember Henderson agreed and pointed out they were being asked for details that Olympia Hills does not have.

City Manager Cherpeski said the WFRC model did not include correct population projections and expressed frustration over the lack of direction and communication during the process. City Manager Cherpeski said the HTRZ is dedicated to fixed rail sites which does not help when Herriman has old data on density.

City Manager Cherpeski was anxious to get ahead and plan the development of the area and indicated the current plan was a bubble plan. Councilmember Shields echoed this frustration about the unknown nature of the project.

Councilmember Ohrn disagreed and opined 300,000 square feet was not too much to ask for. She felt this was do-able and necessary, and again advocated for further planning and commercial growth in the area. Mr. Button said this was an opportunity for partnership, not leverage. Community Development Director Blake Thomas said UDOT would not get the funding secured until the legislative session.

City Manager Cherpeski said the U-111 piece would take a few years to be built. Councilmember Henderson said they want to put in these roads now versus later. Community Development Director Thomas said staff were waiting on other areas to be finished first. Councilmember Henderson said they have no reason to fund a road to nowhere given their understanding.

Councilmember Hodges asked where the boundary border would be as they realign the PID, to which Ryan said there would be around 1,100 units or six PIDS of around 1,000 units. Mayor Palmer commented he felt PIDs were fundamentally best for Herriman. Councilmember Henderson said he still supports PIDs from the City point of view when it comes to funding infrastructure.

Councilmember Shields moved to approve Resolution No. R25-2023 approving an amendment to the Olympia Public Infrastructure Governing Document. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Yes</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

The motion passed unanimously.

9.2. Discussion and consideration of a Local Matching Grant Agreement with the State of Utah for the Olympia Water Tank Project – Kyle Maurer, Finance Director

Finance Director Kyle Maurer stated the City had awarded a \$1 Million grant for the construction of the Olympia water tank. Finance Director Maurer said a match would be required, and he discussed the possibility of developer contributions which would help fund the match.

Councilmember Shields commented mil-leaves were a transparent and direct way of impacting affordability.

Councilmember Ohrn moved to approve the local matching grant agreement with the State of Utah for the Olympia Water Tank Project. Councilmember Shields seconded the motion, and all voted aye.

10. Future Meetings

10.1. Next Planning Commission Meeting: May 3, 2023

10.2. Next Special City Council Meeting: May 4, 2023 @ 3:30 p.m.

10.3. Next City Council Meeting: May 10, 2023

11. Events

11.1. Tree Time with Trent: April 27, 2023, Herriman City Community Room @ 7:00 p.m.

11.2. Hungry Herriman: May 1, 2023 and May 8, 2023, Crane Park @ 5:00 p.m.

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

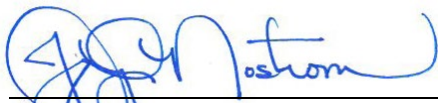
The Closed session was conducted during the work session.

13. Adjournment

Councilmember Ohrn moved to adjourn the City Council meeting at 8:48 p.m. Councilmember Hodges 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 April 26, 2023. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: May 11, 2023

TO: The Honorable Mayor and City Council

FROM: Brent Adamson

SUBJECT: Text amendment related to parking and snow removal.

RECOMMENDATION:

Approve amendments to Herriman Code §§ 6-1-2 (Definitions), 6-5-1 (Parking Prohibited in Specific Areas), 6-5-5 (Parking Prohibited When), and 7-6-6 (Snow Removal).

ISSUE BEFORE COUNCIL:

Whether the Council should amend regulations related to parking and snow removal.

BACKGROUND/SUMMARY:

On March 8, 2023, Council and staff reviewed city ordinances related to parking and snow removal. With direction from the Council, staff revised four sections of City Code related to parking and snow removal.

DISCUSSION:

The main changes staff proposes are as follows:

- Adds several definitions.
- Prohibits parking in handicap stalls and loading zones.
- Regulates public street parking (distance from curb and insurance requirements).
- Prohibits parking public street parking during a snow event.
- Increases the time to remove snow from one (1) to twenty-four (24) hours after a snow event, and thirty-six hours after a "significant" snow event (being defined as accumulation of twelve (12) inches of snow).

ALTERNATIVES:

Make no changes.

FISCAL IMPACT:

None

ATTACHMENTS:

- Ordinance
- Proposed Text Amendment (clean)
- Proposed Text Amendment (redline)

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, AMENDING HERRIMAN CITY CODE §§ 6-1-2 (DEFINITIONS), 6-5-1 (PARKING PROHIBITED IN SPECIFIC AREAS), 6-5-5 (PARKING PROHIBITED WHEN), AND 7-6-6 (SNOW REMOVAL).

WHEREAS, Utah Code § 10-9a-102 grants the Herriman City (the “City”) authority to enact ordinances that the Herriman City Council (the “City Council”) considers necessary or appropriate; and

WHEREAS, the subject text amendment updates and changes various rules and regulations for parking and snow removal; and

WHEREAS, the City Council has held a public meeting and reviewed the subject text amendment; and

WHEREAS, the City Council finds that the subject text amendment will enhance public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH:

SECTION 1. Text Amendment. The Council hereby amends City Code §§ 6-1-2, 6-5-1, 6-5-5, and 7-6-6 as shown in **Exhibit A**.

SECTION 2. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, ON THIS _____ DAY OF _____, 2023.

HERRIMAN CITY COUNCIL

Mayor: _____
Lorin Palmer

Attest: _____
Jackie Nostrom, City Recorder

6-1-2: Definitions

The statutory provisions found in Utah Code title 41 (Motor Vehicle Act); title 53, chapter 3 (Uniform Driver's License Act); and title 72 (Transportation Code) are adopted by this reference as if fully set forth in the Herriman City Traffic Code provided, however, that those statutory provisions which are exclusive to the State of Utah or which are not enforceable by Herriman City under the laws of the State of Utah. For the purposes of this section, the following terms shall have the meanings ascribed to them, unless the context clearly indicates otherwise:

CURB: The raised edge or boundary of a road that separates the road from the sidewalk or shoulder.

DESIGNATED AREA: Specific locations within the City where parking time limits are established and enforced.

HANDICAP PARKING STALL: A designated parking space that is clearly marked with the International Symbol of Access (ISA), indicating its exclusive use for vehicles transporting individuals with disabilities.

LOADING ZONE: A designated area or curb space that is clearly marked for the exclusive use of loading and unloading activities.

PARKING TIME LIMIT: The maximum duration of time permitted for parking in a designated area as determined by signage, parking regulations, or municipal codes.

PUBLIC STREET: Any road or thoroughfare owned and maintained by the City and accessible to the general public.

SIGNIFICANT SNOW EVENT: An accumulation of snow during a snow event that exceeds twelve (12) inches.

SNOW EVENT: Any period during which the accumulation of snow poses an impact on the normal operation and safety of the City's transportation infrastructure and public spaces. Any accumulation of snow over one (1) inch shall be considered a snow event.

6-5-1: Parking Prohibited In Specified Areas

It shall be a violation of this title for any person to stop, stand, or park a vehicle, or to permit another person to do the same, in any of the following:

- A. In front of or within five feet (5') of a private driveway or alley.
- B. In front of or within ten feet (10') of a mailbox between the hours of eight o'clock (8:00) A.M. and five o'clock (5:00) P.M., on days that mail is delivered.
- C. Within twenty feet (20') of a crosswalk.
- D. Within thirty feet (30') of an intersection.
- E. In front of or within fifteen feet (15') of a fire hydrant.
- F. On or across a sidewalk.
- G. Within thirty feet (30') from the approach to any traffic control device.
- H. Within fifty feet (50') of the nearest rails of any railroad crossing.

- I. Within twenty feet (20') of the entrance to a fire station, or on the street opposite of the entrance to a fire station.
- J. At any place where traffic-control devices, including temporary devices, prohibit parking.
- K. In any location or in any manner that the vehicle is parked opposite of the flow of traffic on the street.
- L. At any place marked with a red curb or where "no parking" signs are posted.
- M. At a handicap parking stall without proper authorization or displayed permit issued by the appropriate authority.
- N. In a loading zone unless actively engaged in the loading or unloading of goods or passengers.
- O. More than twelve (12) inches from the curb. If there is no curb, then a vehicle must be parked as close as practicable and parallel to the edge of the shoulder.
- P. A vehicle on a public street or within a public right-of-way that does not have current insurance or registration.

6-5-5: Parking Prohibited When

- A. In addition to HCC § 6-5-1, it is unlawful for any person who owns or has possession, custody or control of any vehicle or trailer to park or knowingly allow to be parked any vehicle or trailer on any street or highway:
 - 1. During a snow event and twenty-four (24) hours after a snow event.
 - 2. In a manner that obstructs snow removal by failing to leave adequate room for passage of snowplows, emergency vehicles, utility vehicles, maintenance vehicles or other removal equipment.
 - 3. Longer than twenty-four (24) consecutive hours.
 - 4. In a designated area for a period exceeding the established parking time limit, as indicated by signage, markings, parking meters, or other regulations that give notice of such parking time limit.

7-6-6: Snow Removal

- A. Required: It is unlawful for the owner, occupant, lessor or agent of property abutting on a paved sidewalk to fail to remove or cause to be removed from such paved sidewalk and any existing curb ramp all hail, snow or sleet falling thereon within twenty-four (24) hours after the hail, snow or sleet has ceased falling. In the event of a significant snow event, a person must remove such snow within thirty-six (36) hours after a significant snow event.
- B. Clogging Gutter Prohibited: It is unlawful for any person removing snow from a sidewalk or curb ramp to deposit snow, dirt or other material in a gutter so as to clog the same, or prevent the free flow of water therein.

6-1-2: Definitions Statutes Adopted By Reference

The ~~following~~ statutory provisions found in Utah Code title 41 (Motor Vehicle Act); title 53, chapter 3 (Uniform Driver's License Act); and title 72 (Transportation Code) are adopted by this reference as if fully set forth in the Herriman City Traffic Code provided, however, that those statutory provisions which are exclusive to the State of Utah or which are not enforceable by Herriman City under the laws of the State of Utah, ~~are excluded.~~ For the purposes of this section, the following terms shall have the meanings ascribed to them, unless the context clearly indicates otherwise:

CURB: The raised edge or boundary of a road that separates the road from the sidewalk or shoulder.

DESIGNATED AREA: Specific locations within the City where parking time limits are established and enforced.

HANDICAP PARKING STALL: A designated parking space that is clearly marked with the International Symbol of Access (ISA), indicating its exclusive use for vehicles transporting individuals with disabilities.

LOADING ZONE: A designated area or curb space that is clearly marked for the exclusive use of loading and unloading activities.

PARKING TIME LIMIT: The maximum duration of time permitted for parking in a designated area as determined by signage, parking regulations, or municipal codes.

PUBLIC STREET: Any road or thoroughfare owned and maintained by the City and accessible to the general public.

SIGNIFICANT SNOW EVENT: An accumulation of snow during a snow event that exceeds twelve (12) inches.

SNOW EVENT: Any period during which the accumulation of snow poses an impact on the normal operation and safety of the City's transportation infrastructure and public spaces. Any accumulation of snow over one (1) inch shall be considered a snow event.

~~A. Utah Code title 41, the Motor Vehicles Act, as amended;~~

~~B. Utah Code title 53, chapter 3, the Uniform Driver's License Act, as amended; and~~

~~C. Utah Code title 72, the Transportation Code. (Ord. 2021-10, 4-14-2021)~~

6-5-1: Parking Prohibited In Specified Areas

It shall be a violation of this title for any person to stop, stand, or park a vehicle, or to permit another person to do the same, in any of the following:

- A. In front of or within five feet (5') of a private driveway or alley.;
- B. In front of or within ten feet (10') of a mailbox between the hours of eight o'clock (8:00) A.M. and five o'clock (5:00) P.M., on days that mail is delivered.;
- C. Within twenty feet (20') of a crosswalk.;

- D. Within thirty feet (30') of an intersection.;
- E. In front of or within fifteen feet (15') of a fire hydrant.;
- F. On or across a sidewalk.;
- G. Within thirty feet (30') from the approach to any traffic control device.;
- H. Within fifty feet (50') of the nearest rails of any railroad crossing.;
- I. Within twenty feet (20') of the entrance to a fire station, or on the street opposite of the entrance to a fire station.;
- J. At any place where traffic-control devices, including temporary devices, prohibit parking.;
- K. In any location or in any manner that the vehicle is parked opposite of the flow of traffic on the street; ~~or.~~
- L. At any place marked with a red curb or where "no parking" signs are posted.-
- M. At a handicap parking stall without proper authorization or displayed permit issued by the appropriate authority.
- N. In a loading zone unless actively engaged in the loading or unloading of goods or passengers.
- O. More than twelve (12) inches from the curb. If there is no curb, then a vehicle must be parked as close as practicable and parallel to the edge of the shoulder.
- L.P. A vehicle on a public street or within a public right-of-way that does not have current insurance or registration.

6-5-5: Parking Prohibited When

~~It is unlawful for any person who owns or has possession, custody or control of any vehicle or trailer to park or knowingly allow to be parked any vehicle or trailer on any street or highway:~~

- A. In addition to HCC § 6-5-1, it is unlawful for any person who owns or has possession, custody or control of any vehicle or trailer to park or knowingly allow to be parked any vehicle or trailer on any street or highway:
 - 1. When it is snowing or snow is on the street dDuring a snow event the months of November, December, January, February, March, and April and twenty-four (24) hours after a snow event.;~~or~~
 - A.2. In a manner that obstructs snow removal by failing to leave adequate room for passage of snowplows, emergency vehicles, utility vehicles, maintenance vehicles or other removal equipment.
 - B.3. For a period lLonger than twenty-four (24) consecutive hours.;~~or~~
 - C.4. In a designated area for a For any period exceeding the stablished parking time limit, as longer than that allowed by appropriate indicated by signsage, markings, or parking meters, or other regulations that givinge notice of such parking time limitatation.

7-6-6: Snow Removal

- A. Required: It is unlawful for the owner, occupant, lessor or agent of property abutting on a paved sidewalk to fail to remove or cause to be removed from such paved

sidewalk and any existing curb ramp all hail, snow or sleet falling thereon within ~~one-twenty-four (24)~~ hours after the hail, snow or sleet has ceased falling. In the event of a significant snow event, a person must remove such snow within thirty-six (36) hours after a significant snow event; ~~provided, that in case of a storm between the hours of five o'clock (5:00) P.M. in the afternoon and six o'clock (6:00) A.M. in the morning, the sidewalk and any existing curb ramp shall be cleaned before eight o'clock (8:00) A.M. the morning following the storm.~~

- B. Clogging Gutter Prohibited: It is unlawful for any person removing snow from a sidewalk or curb ramp to deposit snow, dirt or other material in a gutter so as to clog the same, or prevent the free flow of water therein.

**STAFF REPORT**

DATE: May 30, 2023

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer

SUBJECT: Discussion and Consideration of an Ordinance Adopting a Proposed Rate of Tax and Levying Taxes Upon All Real and Personal Property Within the City of Herriman, Utah

RECOMMENDATION:

Two options have been prepared for Council consideration – The first accepts the tax rate and revenue received by the Certified Tax Rate; the second sets revenue higher than what is generated by the Certified Tax Rate

ISSUE BEFORE COUNCIL:

Should the City Council accept the Certified Tax Rate as calculated by the Salt Lake County Auditor's Office, or propose additional revenue?

BACKGROUND/SUMMARY:

Utah state code requires the City to either accept the Certified Tax Rate as calculated by the Salt Lake County Auditor's Office, or propose revenue that will exceed the Certified Tax Rate. The Certified Tax Rate is calculated by taking last year's tax revenue and adding any new growth that occurred within the City as of January 1, 2023. Staff have prepared two Ordinances for consideration – The first accepts the Certified Tax Rate, the second proposes revenue in excess of the Certified Tax Rate. The City must decide by June 22, 2023 if it will accept the Certified Tax Rate or request additional revenue.

DISCUSSION:

Each year the City is required to either adopt the Certified Tax Rate or propose adopting a tax rate that generates additional revenue (the City may also choose to adopt a tax rate lower than the Certified Tax Rate). The Certified Tax Rate is the tax rate used against the assessed values of all properties located within the City of Herriman. The initial Certified Tax Rate is calculated by taking the tax revenue received in the prior year, plus new growth. This is then divided by the City's assessed value (with a few minor adjustments) to arrive at the Certified Tax Rate. If the

City chooses to accept this rate, it must be adopted by June 22nd of each year. If the City desires to receive more revenue than initially calculated by the Salt Lake County Auditor's Office, the City will need to go through a process called Truth in Taxation. This process involves multiple public notices and a public hearing before the final tax rate is adopted.

During the May 24, 2023 City Council Work Meeting, the City Council expressed a desire to explore going through Truth in Taxation this year. Going through Truth in Taxation starts the noticing and public hearing process, but does not bind the City Council to adopt the proposed revenue or tax rate. A number of public notices and a public hearing will need to occur before the City adopts a final tax rate.

The Certified Tax Rate information is as follows:

Tax rate: 0.000194

Certified Tax Rate Revenue: \$996,192 (an increase of \$62,436, or 6.7%, above the prior year)

ALTERNATIVES:

Staff have prepared two Ordinances – The first accepts the tax rate and revenue as calculated by the Salt Lake County Auditor's Office. The second Ordinance specifies the amount of revenue the property tax rate needs to generate. This will begin the Truth in Taxation process. If the City Council chooses to increase property tax revenue, it will need to specify the total property tax revenue desired with the Ordinance (this will need to be specified in the motion to pass the Ordinance).

FISCAL IMPACT:

Passage of a property tax rate dictates the amount of property tax revenue the City will receive for the year. Revenue generated by the Certified Tax rate is \$933,756 (an increase of \$62,436 over the prior years' certified tax rate revenue).

ATTACHMENTS:

Ordinance - Accepting the Certified Tax Rate Ordinance

Ordinance - Revenue Exceeding the Certified Tax Rate

HERRIMAN, UTAH

ORDINANCE NO.

**AN ORDINANCE OF HERRIMAN CITY ADOPTING A PROPOSED RATE OF TAX AND LEVYING TAXES UPON
ALL REAL AND PERSONAL PROPERTY WITHIN HERRIMAN CITY, UTAH**

WHEREAS, the City is required by State law to set the real and personal property tax levy for various municipal purposes by June 22, 2023, pursuant to Utah Code § 10-6-133; and

WHEREAS, the City desires to accept the tax rate and revenue (also known as the Certified Tax Rate) as calculated by the Salt Lake County Auditor's Office; and

WHEREAS, in accordance with applicable provisions of State law, the City Council desires to set the proposed real and personal property tax levy for various municipal purposes as more particularly provided herein.

NOW, THEREFORE, BE IT ORDAINED by the Council as follows:

Section 1. Enactment. The 2023 real and personal property tax levy for fiscal year 2023-2024 shall be proposed as follows:

Fund	Tax Rate	Revenue
General	0.000194	\$996,192

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts, and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective immediately upon its passage. A copy of this Ordinance shall be forwarded to the Salt Lake County Auditor's Office and the State Tax Commission in accordance with Utah Code Ann § 59-2-913.

PASSED AND APPROVED BY THE Council of Herriman, Utah, this 14th day of June 2023.

HERRIMAN CITY COUNCIL

Mayor Lorin Palmer

ATTEST:

Jackie Nostrom, MMC City Recorder

HERRIMAN, UTAH

ORDINANCE NO.

**AN ORDINANCE OF HERRIMAN CITY ADOPTING A PROPOSED RATE OF TAX AND LEVYING TAXES UPON
ALL REAL AND PERSONAL PROPERTY WITHIN HERRIMAN CITY, UTAH**

WHEREAS, the City is required by State law to set the real and personal property tax levy for various municipal purposes by June 22, 2023, pursuant to Utah Code § 10-6-133; and

WHEREAS, the City is pursuing a tax rate increase (above the Certified Tax Rate calculated by the Salt Lake County Auditor's Office) in accordance with Utah Code § 59-2-912; and

WHEREAS, in accordance with applicable provisions of State law, the City Council desires to set the proposed real and personal property tax levy for various municipal purposes as more particularly provided herein.

NOW, THEREFORE, BE IT ORDAINED by the Council as follows:

Section 1. Enactment. The 2023 real and personal property tax levy for fiscal year 2023-2024 shall be proposed as follows:

Fund	Tax Rate	Revenue
General	Determined based on Council directed revenue	[Council Directed Amount]

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts, and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective immediately upon its passage. A copy of this Ordinance shall be forwarded to the Salt Lake County Auditor's Office and the State Tax Commission in accordance with Utah Code Ann § 59-2-913.

PASSED AND APPROVED BY THE Council of Herriman, Utah, this 14th day of June 2023.

HERRIMAN CITY COUNCIL

Mayor Lorin Palmer

ATTEST:

Jackie Nostrom, MMC City Recorder