Next

CITY COUNCIL AGENDA

Wednesday, December 11, 2024

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. Discussion of future citizen recognitions

2. **Administrative Reports**

   2.1. November 2024 City Status Report – Trevor Ram, Management Analyst

   2.2. Discussion on standardizing how the City analyzes projects and opportunities – Nathan Cherpeski, City Manager

   2.3. Legislative Update – Staff

3. **Adjournment**

7:00 PM – GENERAL MEETING:

4. **Call to Order**

    4.1. Invocation/Thought/Reading and Pledge of Allegiance

    4.2. City Council Comments and Recognitions

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

    6.1. Councilmember Jared Henderson

    6.2. Councilmember Teddy Hodges

    6.3. Councilmember Sherrie Ohrn

    6.4. Councilmember Steven Shields

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

    8.1. Biannual Victim Advocate Services Update – Lisa Zupancic, Victim Advocate

9. **Public Hearing**

    9.1. Discussion and Consideration of a resolution approving a petition to create one or more Public Infrastructure Districts and authorizing the execution of the Public Infrastructure District governing document for the Panorama Development – Blake Thomas, Community Development Director

9.2. Discussion and Consideration of a resolution approving a petition to create one or more Public Infrastructure Districts and authorizing the execution of the Public Infrastructure District governing document for the Soleil Hills Development – Blake Thomas, Community Development Director

9.3. Public hearing and consideration of a Resolution amending the Fiscal Year 2025 budget and Job Classification Plan – Kyle Maurer, Director of Finance and Administrative Services

10. Consent Agenda

10.1. Review and Approval of the October 2024 Financial Summary – Amy Stanger, Senior Accountant

10.2. Interlocal Cooperation Agreement for Traffic Signal Maintenance – Monte Johnson, Director of Operations

10.3. Approval of the purchase of a restroom facility for Mountain Ridge Park – Wendy Thomas, Assistant City Manager

10.4. Approval of the October 23, 2024 City Council meeting minutes

11. Discussion and Action Items

11.1. Consideration of a Master Development Agreement with Elevated Acquisitions, LLC for The Commons at Herriman Towne Center Mixed-Use Project located at approximately 4900 West 13400 South – Blake Thomas, Community Development Director

11.2. Consideration of an Impact Fee Agreement with Elevated Acquisitions, LLC to facilitate infrastructure and site improvements associated with The Commons at Herriman Towne Center Mixed-Use Development Project – Blake Thomas, Community Development Director

11.3. Consideration of a Sales Tax Incentive Agreement with Elevated Acquisitions, LLC to facilitate infrastructure and site improvements associated with The Commons at Herriman Towne Center Mixed-Use Development Project – Blake Thomas, Community Development Director

11.4. Consideration of a Impact Fee Reimbursement Agreement with Rosecrest Communities to reimburse for costs incurred to construct infrastructure improvements associated with the Rosecrest Development – Blake Thomas, Community Development Director

11.5. Consideration for adoption of a Resolution authorizing the issuance and sale of not more than $20,000,000 aggregate principal amount of Sales & Franchise Tax Revenue Bonds; and related matters – Kyle Maurer, Director of Finance and Administrative Services

12. Future Meetings

12.1. Next Planning Meeting: December 18, 2024

12.2. Next City Council Meeting: January 8, 2025

13. Events

13.1. Wreaths Across America: December 14, 2024 – Herriman City Cemetery 10:00 a.m.

13.2. December 24 – Christmas Holiday; City Offices Closed

13.3. December 25 – Christmas Holiday; City Offices Closed

13.4. January 1 – New Year's Holiday; City Offices Closed

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

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

HERRIMAN CITY

STAFF REPORT

DATE: November 27, 2024

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: City Status Report – November 2024

RECOMMENDATION:
Staff recommends approval of the City Status Report.

ISSUE BEFORE COUNCIL:
Should the City Council approve the City Status Report for November 2024?

BACKGROUND/SUMMARY:
This is the City Status Report for November 2024.

DISCUSSION:
Attached is the City Status Report for November 2024.

ALTERNATIVES:
1) City Council may approve the City Status Report (recommended).
2) City Council may not approve the City Status Report.

HERRIMAN CITY STATUS REPORT

AS OF NOVEMBER 30, 2024

BUILDING PERMITS - NOV 2024

Issued: (Compare previous year)

Residential	Commercial	Other
40 (30)	**8** (7)	**62** (45)

New Residential Units:

Single Family	Townhomes
37	**15**

BUSINESSES

Total Businesses	New Businesses
1,395	**16**

72 *Restaurants/Food*

1,151 *Home Occupation*

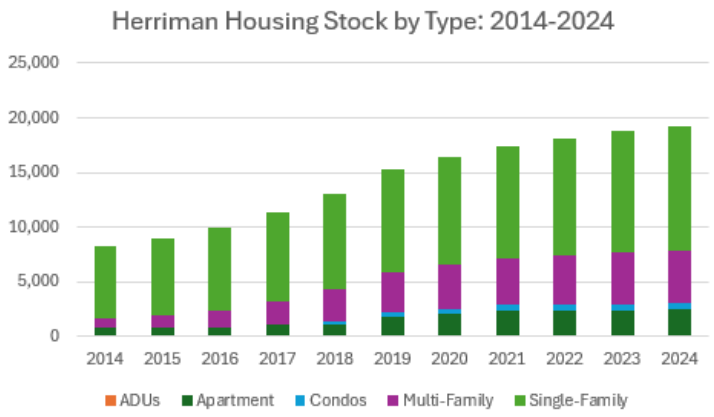
HOUSING

$377,512
Affordable Housing Unit (Q2 2024)

$674,750
Median Sales Price (Q2 2024)

62,751
Population Estimate (October 2024)

3.9%
Vacancy Rate (October 2024)



PROJECT UPDATES

Mountain Ridge Park

-Restroom and pavilion ordered.
-Estimated opening: late Spring 2025.

Old Town Water Line Replacement

-Contract approved by council November 2024.
-Working with contractor to finalize construction schedule.

Hidden Oaks Open Space Corridor

-Project completed, including native landscape.

Midas Creek Trail

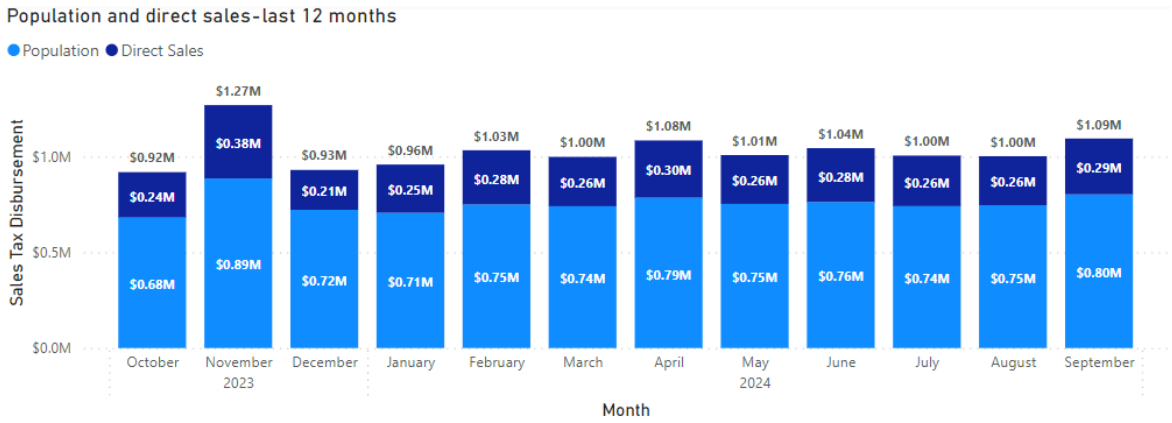
-Working on finalizing construction schedule with contractor.

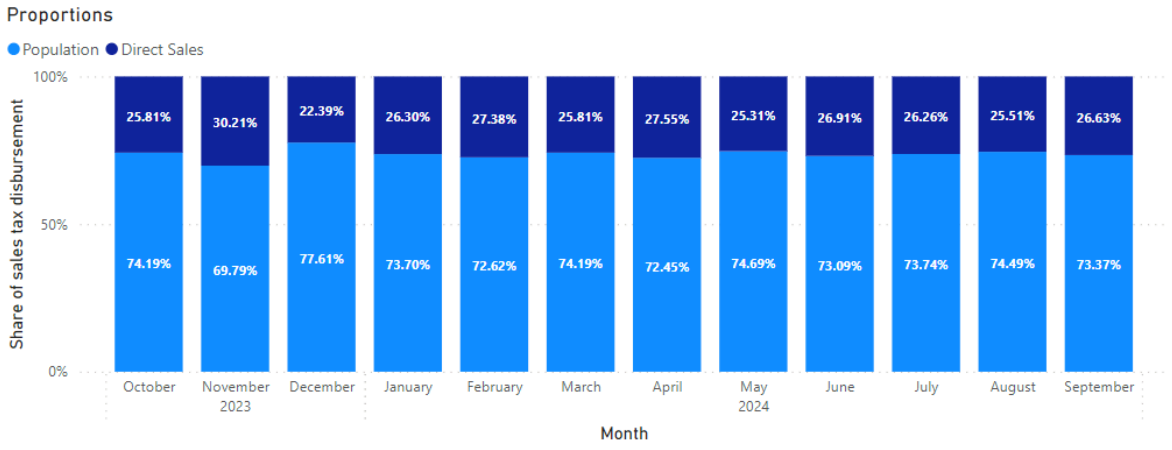
HERRIMAN CITY STATUS REPORT

AS OF NOVEMBER 30, 2024

SALES TAX

$1,065,750.68 ***Latest Sales Tax Disbursement***





Note: Months shown above indicate the months in which sales were generated. Disbursement of these funds lags by about 2 months.

HERRIMAN CITY STATUS REPORT

AS OF NOVEMBER 30, 2024

BUILDING PERMITS - NOV 2024

Issued: (Compare previous year)

34 (30) ***Residential***

2 (7) ***Commercial***

64 (45) ***Other***

New Residential Units:

29 ***Single Family***

24 ***Townhomes***

BUSINESSES

1,385 ***Total Businesses***

8 ***New Businesses***

73 *Restaurants/Food*

1,139 *Home Occupation*

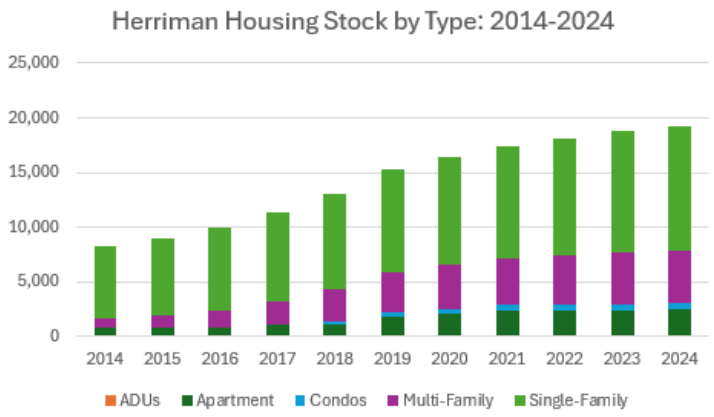
HOUSING

$377,512
Affordable Housing Unit (Q2 2024)

$674,750
Median Sales Price (Q2 2024)

62,638
Population Estimate (October 2024)

3.9%
Vacancy Rate (October 2024)



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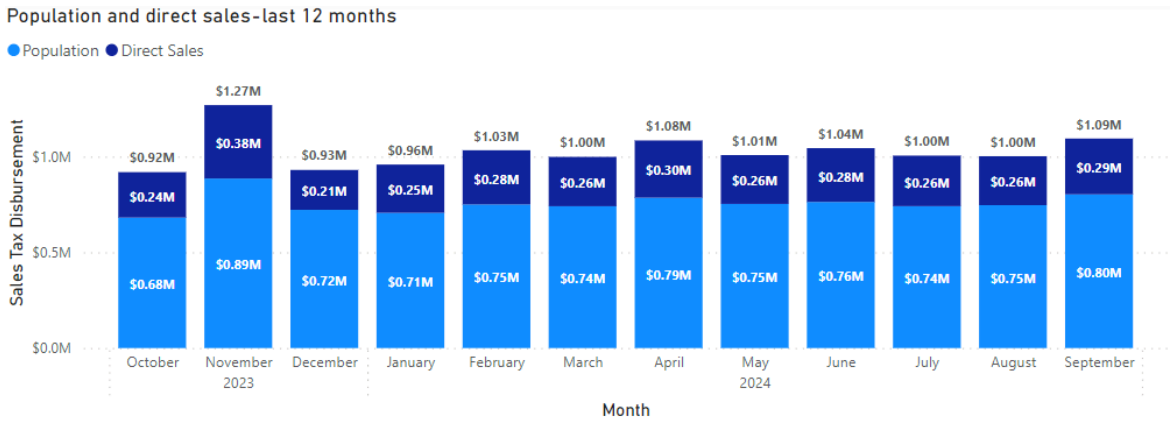
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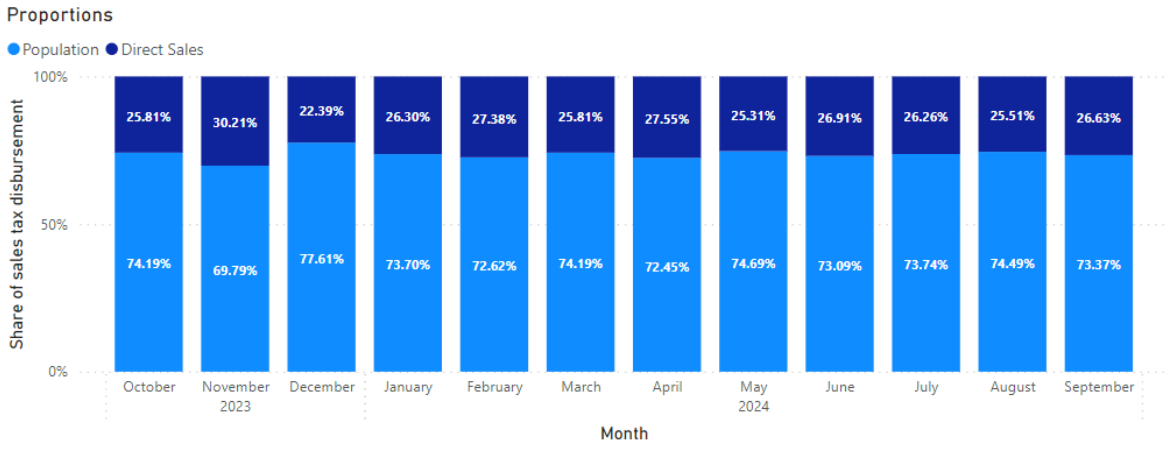
HERRIMAN CITY STATUS REPORT

AS OF NOVEMBER 30, 2024

SALES TAX

$1,065,750.68 ***Latest Sales Tax Disbursement***





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HERRIMAN CITY

STAFF REPORT

DATE: October 24, 2024

TO: The Honorable Mayor and City Council

FROM: Nathan Cherpeski

SUBJECT: Discussion on standardizing how the City analyzes projects and opportunities.

RECOMMENDATION:
Discuss the sample questions and provide staff direction on the creation and implementation of this approach.

ISSUE BEFORE COUNCIL:
Should the City adopt a standardized approach to analyzing proposals or new initiatives in the City?

BACKGROUND/SUMMARY:
The City often receives requests for new programs/projects from outside groups as well as developing ideas in house. The intent of this conversation is to set up some guidelines for how we analyze these proposals.

DISCUSSION:
Below are two types of sample questions we could use. The first approach is more binary with yes/no approach. The second set is more qualitative in nature. These are provided to spark Council's discussion.

Option 1: Flow Chart yes or no questions

1. **Is it within the purview of the City?**
    a. **Yes**: Proceed to next question.
    b. **No**: Stop direct requestor to proper agency
2. **Does it further a desired outcome for the City?**
    a. **Yes**: Proceed to next question.
    b. **No**: Reconsider the initiative.

3. **Will it have a positive return on investment?**
    a. **Yes**: Proceed to next question.
    b. **No**: Assess potential adjustments.
4. **Is it fiscally sustainable?**
    a. **Yes**: Proceed to next question.
    b. **No**: Reevaluate financial aspects.
5. **Is it achievable**?
    a. **Yes**: what are the benefits of success?
    b. **No** What happens with failure?

Option 2: Qualitative/narrative type questions for flow chart

1. **Is it a core/essential function of the City?**
    a. **Yes**: Proceed to next question
    b. **No:** direct requestor to appropriate agency
2. **How will this decision/program benefit our residents?**
    a. **List specific benefits**: Proceed to next question.
    b. **Unclear benefits**: Clarify and reassess.
3. **Who benefits? Widespread or focused**
    a. **Widespread**: Proceed to next question.
    b. **Focused**: Ensure alignment with city goals.
4. **Are the benefits actual or intrinsic?**
    a. **Actual**: Define the amounts.
    b. **Intrinsic**: Discuss how to value these benefits.
5. **What resources are required?**
    a. **List resources**: Proceed to next question.
    b. **Unclear resources**: Identify and specify.
6. **How would we define success?**
    a. **Define success metrics**: Finalize decision.
    b. **Unclear success metrics**: Develop clear criteria.

ALTERNATIVES:
The questions above are examples

FISCAL IMPACT:

ATTACHMENTS:

HERRIMAN CITY

STAFF REPORT

DATE: November 25, 2024

TO: The Honorable Mayor and City Council

FROM: Zach Adams

SUBJECT: Biannual Victim Services Update

RECOMMENDATION:
None. Information only.

ISSUE BEFORE COUNCIL:
Pursuant to grant requirements, Council should receive this report biannually.

BACKGROUND/SUMMARY:
The Herriman City Police Department Victim Services Program receives federal grant funding from the Victim of Crimes Act (VOCA). These funds are distributed to local agencies via a pass-through grant awarded by the Utah Office for Victims of Crime (UOVC). One of the conditions of this grant is a presentation to the governing body given twice a year. This presentation is designed to provide the governing body an updated view of the activities and services provided by the Victim Services Program.

DISCUSSION:
Victim Services Coordinator, Lisa Zupancic, will review the 2023/2024 Victim Services/Domestic Violence impact information.

ALTERNATIVES:
N/A

HERRIMAN CITY

STAFF REPORT

DATE: December 6, 2024

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: **Discussion and consideration of a resolution approving a petition to create one or more Public Infrastructure Districts and authorizing the execution of the Public Infrastructure District governing document for the Panorama development**

RECOMMENDATION:
Staff recommends that the City Council approve the petition to create the Panorama Public Infrastructure District (PID) and authorize the execution of the PID governing document.

ISSUE BEFORE COUNCIL:
Should the City Council approve a petition to create the Panorama PID and authorize the execution of the Panorama PID governing document?

BACKGROUND/SUMMARY:
A Public Infrastructure District (PID) is an entity that can be created by a landowner or group of landowners to assist in financing public infrastructure for new development. PIDs were introduced in 2019 via Utah Senate Bill 288 and are governed under Utah State Code Title 17B. Upon approval of a PID by the City, the PID Board may elect to issue special assessment, general obligation, or limited tax bonds which can be repaid by an ad valorem property tax that cannot exceed the terms agreed to between the PID and the City. The debt liability associated with a PID is not the liability of the City and the formation of a PID requires 100% consent from all property owners included in the PID boundary. All infrastructure funding by the PID must be public. The design and construction of PID infrastructure are required to be reviewed and approved by the City.

Herriman City has adopted a policy for PIDs, which requires an entity requesting a PID first to submit a letter of intent (LOI). The LOI is reviewed by the Community Development Committee and if all items submitted comply with the requirements of the PID Policy, then the item is allowed to proceed to the City Council. The applicant then is required to prepare a Governing Document for their proposed PID that clearly defines the terms, obligations, and

scope of the PID. The final step in the PID approval process is the adoption of the Governing Document and approval of an Interlocal Agreement between the City and the PID.

DISCUSSION:

Development Associates Inc. has submitted a petition to the City requesting approval for the creation of the Panorama PID and has submitted a PID governing document. These items were discussed during the city council work meeting held on November 13, 2024. Key elements of the Panorama PID are as follows:

- The initial district boundaries include 5 districts (0.33 acres each).
    - A plat will be approved and recorded for each district.
- The future PID annexation area includes a total of approximately 911 acres
    - The area outside of the 5 sub-districts but within the 911 acres will be allowed to be included in the PID according to the requirements as follows:
        - Each sub-district may be "activated" by plat amendment. Each plat amendment will expand the footprint of the sub-district to the area required for the phase of improvements.
        - Expansion is only allowed to occur within the 911-acre future annexation area.
            - All property owners within the new footprint must consent to being included in the district being "activated"
- The total estimated cost of the infrastructure improvements to be funded by the PID is $55,000,000
- The proposed maximum debt mill levy of $0.005 (5 Mills) per dollar of taxable value of taxable property within the district.
- The maximum debt mill levy imposition term is 40 years.

Utah State Code does not allow a municipality to collect an impact fee for any infrastructure if funding for the infrastructure is included in a PID. The petitioner has identified that the culinary water improvements will not be funded by the PID, so Herriman City will still collect a water impact fee for all new developments in the PID boundary. The water impact fees collected from the project area will be utilized to fund various water improvements in the area and pay back a bond that was issued for the construction of a culinary water pump station and water storage tanks (currently under construction) that will serve the south end of Herriman City. The PID will fund the construction of all public roadways, parks, sewer, and storm drain improvements in the district. As such, impact fees will not be collected from new development for those infrastructure improvements. PIDs are required to follow the state's procurement processes when contracting for design and construction services and are audited by the state to ensure the correct processes are being followed. All infrastructure improvements constructed by the PID are required to be reviewed, inspected, and approved by the city prior to final acceptance by the city.

The debt mill levy will be assessed on properties in the district as part of the annual property tax notice by Salt Lake County. The governing document requires that the PID send out notices to all property owners within the PID notifying them of the existence of the PID before they receive their county tax notice.

ALTERNATIVES:
The council could:

1. **Approve the request to create the Panorama PID and authorize execution of the PID governing document. [RECOMMENDED]**
2. Continue the proposal and request additional information.
3. Deny the request.

FISCAL IMPACT:
A fiscal analysis was completed which estimated the amount of impact fees that would be collected for the Panorama/Soleil Hills area assuming the current adopted impact fee for each system, see table 1 below.

Impact Fees

Fee Type	Amount
Water	$12,640,400
Transportation	$3,641,100
Parks	$1,493,400
Safety	$219,900
Fire	$150,600
Storm Water	$110,400
Total	**$18,255,800**

Table 1. Anticipated Impact Fee Revenues

The creation of this PID will result in the city not collecting impact fees for transportation, parks, and stormwater. Additionally, the city will not be responsible for funding the construction of those improvements. The city will collect the water impact fee, which it will use to pay for the pump station, water tanks, and transmission water lines. These improvements are currently under construction and are being paid for with a bond. The city will use the water impact fee revenues it collects from the project to pay for the bond.

The PID will only fund the construction of public infrastructure improvements, it will not fund the ongoing operations and maintenance costs for those improvements. Those costs will be the responsibility of the City.

ATTACHMENTS:

1. Panorama PID Petition
2. Panorama PID Governing Document
3. Summary of Petitioner's Responses to Governing Document Evaluation
4. Final Local Entity Plat(s)

PETITION REQUESTING THE CREATION OF PUBLIC INFRASTRUCTURE DISTRICTS IN HERRIMAN, UTAH

(PANORAMA)

November 6, 2024

Herriman City
Attn: Jackie Nostrom, City Recorder
cc: Blake Thomas, Community Development Director
5355 West Herriman Main Street
Herriman, Utah 84096

The undersigned (the "Petitioner") hereby requests that Herriman City, Utah (the "City") create five public infrastructure districts (the "Districts") pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (collectively, the "Act"). The Petitioner requests the Districts in order to assist in the financing of public infrastructure relating to the development of a project known as Panorama (the "Development").

I. PETITIONER:

DAI ROSECREST, LLC
Attn: Jim Giles
14034 S. 145 E. #204
Draper, UT 84020
(801) 495-3414
jim@daiutah.com

II. CONTACT SPONSOR:

Chase Andrizzi
14034 S. 145 E. #204
Draper, UT 84020
(801) 495-3414
chase@daiutah.com

Each Petitioner constitutes a sponsor, with Chase Andrizzi designated as the contact sponsor. There are no registered voters residing within the proposed Initial District Boundaries or the Annexation Area.

III. INITIAL DISTRICT BOUNDARIES; ANNEXATION AREA:

The Petitioners request the District(s) initially be comprised of part of Salt Lake County Parcel Number 33-17-400-021, (the "Initial District Boundaries"), as described in Exhibit A. Additionally, in accordance Section 17D-4-201(3) of the Act, the Petitioners request the City approve the annexation or withdrawal of all or a portion of the Annexation Area (as depicted in Exhibit B) into or from the District upon consent, if any, by the owners and registered voters, if any, within such portion thereof. See Exhibit B for a map of the proposed Initial District Boundaries and the Annexation Area.

IV. REQUESTED SERVICE:

Petitioner requests the Districts be created for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act, including, but not limited to the construction of a right-of-way, all as shall be further described in a governing document relating to the District.

V. BOARD OF TRUSTEES:

Petitioner proposes that the Board of Trustees for the District be initially composed of 3 members appointed by the City Council and comprised of property owners, their agents, or officers, as follows:

a. JIM GILES, 14034 South 145 East #204, Draper, UT 84020

b. NATE SHIPP, 14034 South 145 East #204, Draper, UT 84020

c. BRYAN FLAMM, 14034 South 145 East #204, Draper, UT 84020

VI. REPRESENTATIONS:

Petitioner hereby represents and warrants that:

a. JIM GILES is authorized to sign on behalf of the Petitioner;

b. The Petitioner is the sole owner of the real property included within the Initial District Boundaries;

c. This Petition is signed by 100% of the surface property owners of real property within the Initial District Boundaries;

d. The Petitioner will not include any portion of the Annexation Area into the District without the consent of 100% of the surface property owners thereof and registered voters, if any, residing within such area;

e. There are no registered voters residing within the Initial District Boundaries; and

f. The proposed Trustees listed above are registered voters at their primary residence and are either a property owner or the agent or officer of a property owner.

VII. GENERAL CONSENT:

The Petitioners hereby consents to:

a. The creation of five public infrastructure districts within the Initial District Boundaries as described in the attached Exhibit A and depicted in the attached Exhibit B;

b. CHASE ANDRIZZI acting as the contact sponsor with respect to this Petition;

c. The annexation of the Annexation Area into the District upon the conveyance, if any, of any portion of such area;

d. A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17D-4-202(3)(a) of the Act;

e. A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act pursuant to Section 17D-4-201(2)(b) of the Act;

f. The issuance by the Districts of bonds repayable through property taxes and or special assessments.

VIII. BOND CONSENT:

The Petitioner hereby consents to:

a. The District issuing Limited Tax Bonds (the "Bonds") in a principal amount not to exceed Fifty Five Million dollars ($55,000,000) for the purpose of paying all or a portion of the costs of public infrastructure, as permitted under the Act, and the authorization and issuance of the Bonds due and payable with a term not to exceed forty (40) years from the date of issuance of the Bonds;

b. The Bonds being repaid from property taxes assessed against properties within the boundaries of the District, subject to a maximum mill levy of 0.005 per dollar of taxable value of taxable property in the District;

c. For any capital appreciation debt issued by the District, the par amount of such debt at issuance (and not the value at conversion) counting against the amount authorized herein; and

d. Recordation of a notice by the District of the consent to the Bonds against the District Boundaries.

This consent being binding and valid for 10 years, including against any and all successors in interest or title.

IX. ACKNOWLEDGMENT:

The Petitioner hereby acknowledges that:

a. Pursuant to Section 17D-4-301 of the Act, the foregoing consent to the issuance of the Bonds is sufficient to meet any statutory or constitutional election requirement necessary for the issuance of the limited tax bond; and

b. Such bonds may, without further election or consent of property owners or registered voters, be converted by the District to general obligation bonds, in accordance with the provisions of the Act.

X. ELECTRONIC MEANS; COUNTERPARTS:

This Petition may be conducted by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Petitioner has executed this Petition as of the date indicated above.

PETITIONER
DAI ROSECREST, LLC
A Utah limited liability company

JIM GILES, Manager

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

The foregoing Petition was acknowledged before me this 6th day of November 2024, by JIM GILES, manager of DAI Rosecrest, LLC, a Utah limited liability company.

JENNIFER SUSAN OWEN
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires November 03, 2027
COMMISSION NUMBER 734032

NOTARY PUBLIC

EXHIBIT A
INITIAL DISTRICT BOUNDARIES

DISTRICT NO. 1

A parcel of land located in the Southeast Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Basis of Bearing for Description is S00°31'33" W between the North Quarter Corner and the South Quarter Corner of said Section 17, located in Herriman, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S00°31'33" W 3312.49 feet along the quarter Section line and S89°28'27"E 1240.33 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S 89°24'47" E 70.71 feet to an Easterly deed line as recorded in Entry No.14148451, Book: 11442 at Page: 6837 in the Salt Lake County Recorder's office; thence S 00°35'13" W 70.71 feet along said deed line; thence N 89°24'47" W 70.71 feet; thence N 00°35'13" E 70.71 feet to the point of beginning.

Containing 5,000 sq.ft. or 0.11 acre +/-.

DISTRICT NO. 2

A parcel of land located in the Southeast Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Basis of Bearing for Description is S00°31'33" W between the North Quarter Corner and the South Quarter Corner of said Section 17, located in Herriman, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S00°31'33" W 3383.20 feet along the Quarter Section line and S89°28'27"E 1240.25 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S 89°24'47" E 70.71 feet to an Easterly deed line as recorded in Entry No.14148451, Book: 11442 at Page: 6837 in the Salt Lake County Recorder's office; thence S 00°35'13" W 70.71 feet along said deed line; thence N 89°24'47" W 70.71 feet; thence N 00°35'13" E 70.71 feet to the point of beginning.

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DISTRICT NO. 3

A parcel of land located in the Southeast Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Basis of Bearing for Description is S00°31'33" W between the North Quarter Corner and the South Quarter Corner of said Section 17, located in Herriman, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S00°31'33" W 3453.92 feet along the Quarter Section line and S89°28'27"E 1240.18 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S 89°24'47" E 70.71 feet to an Easterly deed line as recorded in Entry No.14148451, Book: 11442 at Page: 6837 in the Salt Lake County Recorder's office; thence S 00°35'13" W 70.71 feet along said deed line; thence N 89°24'47" W 70.71 feet; thence N 00°35'13" E 70.71 feet to the point of beginning.

Containing 5,000 sq.ft. or 0.11 acre +/-.

DISTRICT NO. 4

A parcel of land located in the Southeast Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Basis of Bearing for Description is S00°31'33" W between the North Quarter Corner and the South Quarter Corner of said Section 17, located in Herriman, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S00°31'33" W 3524.63 feet along the Quarter Section line and S89°28'27"E 1240.10 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S 89°24'47" E 70.71 feet to an Easterly deed line as recorded in Entry No.14148451, Book: 11442 at Page: 6837 in the Salt Lake County Recorder's office; thence S 00°35'13" W 70.71 feet along said deed line; thence N 89°24'47" W 70.71 feet; thence N 00°35'13" E 70.71 feet to the point of beginning.

Containing 5,000 sq.ft. or 0.11 acre +/-.

DISTRICT NO. 5

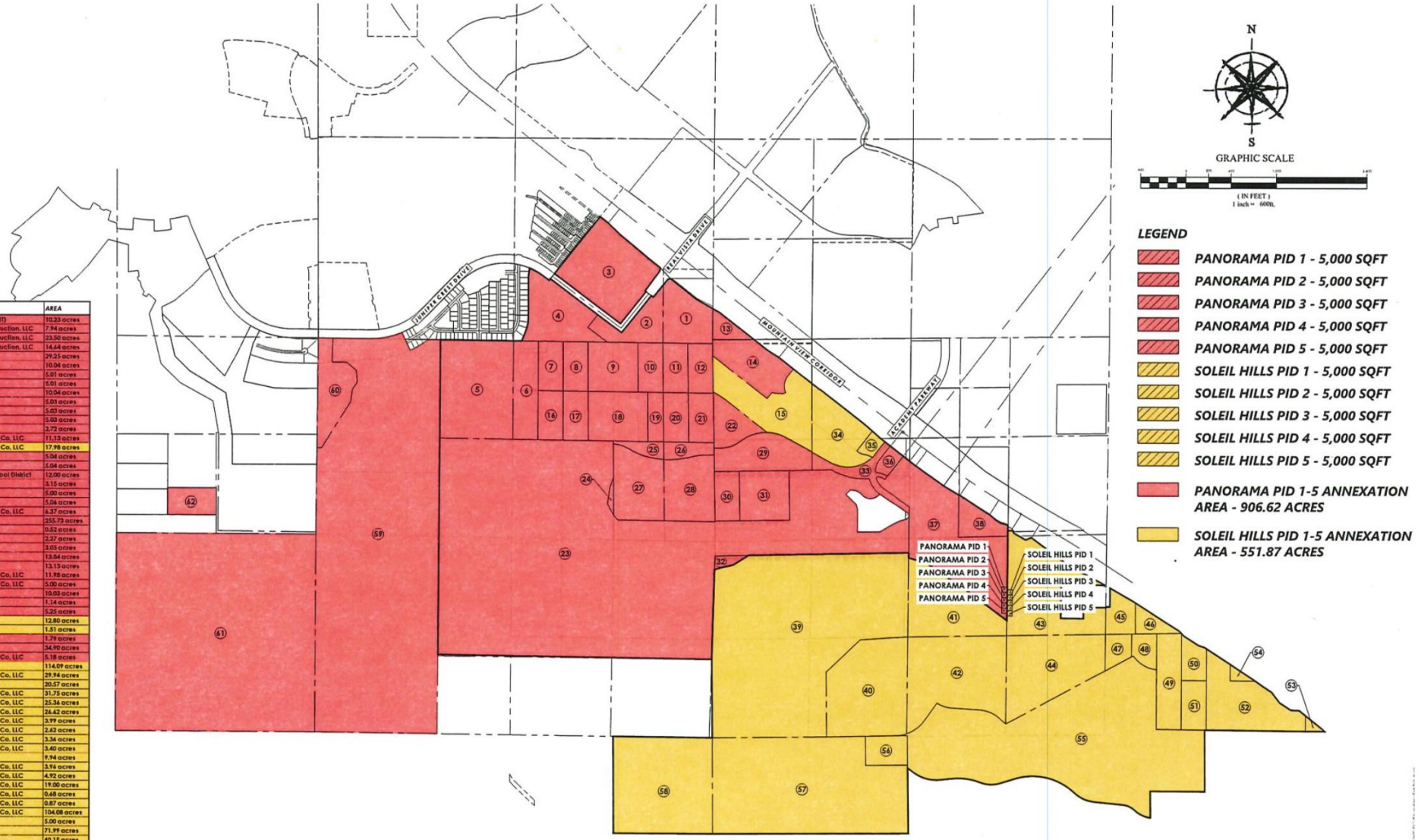
A parcel of land located in the Southeast Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Basis of Bearing for Description is S00°31'33" W between the North Quarter Corner and the South Quarter Corner of said Section 17, located in Herriman, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S00°31'33" W 3595.34 feet along the Quarter Section line and S89°28'27"E 1240.03 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S 89°24'47" E 70.71 feet to an Easterly deed line as recorded in Entry No.14148451, Book: 11442 at Page: 6837 in the Salt Lake County Recorder's office; thence S 00°35'13" W 70.71 feet along said deed line; thence N 89°24'47" W 70.71 feet; thence N 00°35'13" E 70.71 feet to the point of beginning.

Containing 5,000 sq.ft. or 0.11 acre +/-.

EXHIBIT B

MAP OF ANNEXATION AREA AND INITIAL DISTRICT BOUNDARIES



PARCEL	PROPERTY OWNER	AREA
1	Paul T Knouse; Viemarie Knouse (JT)	10.23 acres
2	Innovative Excavating And Construction, LLC	7.94 acres
3	Innovative Excavating And Construction, LLC	23.50 acres
4	Innovative Excavating And Construction, LLC	14.64 acres
5	Peel Family Trust	29.25 acres
6	DAI Rosecrest, LLC	10.04 acres
7	Riverside Development, LLC	5.01 acres
8	Riverside Development, LLC	5.01 acres
9	Riverside Development, LLC	10.04 acres
10	Riverside Development, LLC	5.03 acres
11	Riverside Development, LLC	5.03 acres
12	Dennis Stang	5.03 acres
13	Herriman City	2.72 acres
14	Wasatch South Hills Development Co, LLC	11.13 acres
15	Wasatch South Hills Development Co, LLC	17.98 acres
16	DSCT	5.04 acres
17	Riverside Development, LLC	5.04 acres
18	Board of Education of Jordan School District	12.00 acres
19	Riverside Development, LLC	3.15 acres
20	Riverside Development, LLC	5.00 acres
21	Riverside Development, LLC	5.06 acres
22	Wasatch South Hills Development Co, LLC	6.37 acres
23	South Bench Investment, LLC	255.73 acres
24	JNJB Herriman, LLC	0.52 acres
25	Riverside Development, LLC	2.27 acres
26	Riverside Development, LLC	3.05 acres
27	JNJB Herriman, LLC	13.84 acres
28	DAI Rosecrest, LLC	13.13 acres
29	Wasatch South Hills Development Co, LLC	11.98 acres
30	Wasatch South Hills Development Co, LLC	5.00 acres
31	CS Micek Property LLC	10.03 acres
32	Staker & Parson Companies	1.14 acres
33	DAI Rosecrest, LLC	5.25 acres
34	DAI Rosecrest, LLC	12.80 acres
35	Blue Fern Farms, LLC	1.51 acres
36	Blue Fern Farms, LLC	1.79 acres
37	DAI Springs, LLC	34.90 acres
38	Wasatch South Hills Development Co, LLC	5.18 acres
39	Staker & Parson Companies	114.09 acres
40	Wasatch South Hills Development Co, LLC	29.94 acres
41	DAI Springs, LLC	20.57 acres
42	Wasatch South Hills Development Co, LLC	31.75 acres
43	Wasatch South Hills Development Co, LLC	25.36 acres
44	Wasatch South Hills Development Co, LLC	26.62 acres
45	Wasatch South Hills Development Co, LLC	3.99 acres
46	Wasatch South Hills Development Co, LLC	2.62 acres
47	Wasatch South Hills Development Co, LLC	3.36 acres
48	Wasatch South Hills Development Co, LLC	3.40 acres
49	Staker & Parson Companies	9.94 acres
50	Wasatch South Hills Development Co, LLC	3.96 acres
51	Wasatch South Hills Development Co, LLC	4.92 acres
52	Wasatch South Hills Development Co, LLC	19.00 acres
53	Wasatch South Hills Development Co, LLC	0.68 acres
54	Wasatch South Hills Development Co, LLC	0.87 acres
55	Wasatch South Hills Development Co, LLC	104.08 acres
56	Staker & Parson Companies	5.00 acres
57	Staker & Parson Companies	71.99 acres
58	Staker & Parson Companies	40.15 acres
59	Laguna Investment Company LLC	185.66 acres
60	New Laguna LLC	10.71 acres
61	Laguna Investment Company LLC	160.66 acres
62	Renee M Jackson	5.29 acres

PANORAMA & SOLEIL HILLS annexation exhibit

HERRIMAN CITY, SALT LAKE COUNTY

11/6/2024

20-0294

GOVERNING DOCUMENT

FOR

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 THROUGH 5

HERRIMAN, UTAH

Prepared by:

Gilmore & Bell, P.C.
Salt Lake City, Utah

Approved by the Herriman City Council: _____

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I. INTRODUCTION

A. Purpose and Intent

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Need for the Districts

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts' Governing Document

The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or both of the Districts (or interlocal entity formed by the Districts). All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or fees and Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or other relevant public entity with written consent of the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt of such District, disbursed or assigned all Fees payable to such District, disbursed of all assets of such District, and if the District has authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Fees, Assessments or a mill levy). It is the intent of this Governing Document that Fees be paid at or before the time of conveyance of such parcel to an End User and to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy

Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries means the boundaries of the area depicted in the Annexation Area Boundary Map which have been approved by the City for annexation into or withdrawal from any of the District upon the meeting of certain requirements.

Annexation Area Boundary Map means the map attached hereto as **Exhibit C**, describing the property proposed for annexation into or withdrawal from any of the Districts.

Assessment means (i) the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property; or (ii) an assessment by a District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act Means, collectively: (i) Title 11, Chapter 42, Utah Code as may be amended from time to time; and (ii) the C-PACE Act.

Board means the board of trustees of one District or the boards of trustees of all Districts, in the aggregate.

Bond, Bonds, or Debt means bonds or other obligations, including loans of any property owner, for the payment of which any District has promised to impose an ad valorem property tax mill levy, impose Fees, and/or collect Assessments.

C-PACE Act means Title 11, Chapter 42a of the Utah Code, as amended from time to time.

C-PACE Bonds means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments means assessments levied under the C-PACE Act.

City means Herriman, Utah.

City Code means the City Code of Herriman, Utah.

City Council means the City Council of Herriman, Utah.

District means any one of the Panorama Infrastructure District Nos. 1 through 5.

District Act means the Special District Act and the PID Act.

District No. 1 means the Panorama Public Infrastructure District No. 1.

District No. 2 means the Panorama Public Infrastructure District No. 2.

District No. 3 means the Panorama Public Infrastructure District No. 3.

District No. 4 means the Panorama Public Infrastructure District No. 4.

District No. 5 means the Panorama Public Infrastructure District No. 5.

Districts means District No. 1, District No. 2, District No. 3, District No. 4, and District No. 5.

District Area means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User means any owner, or tenant of any owner, of any improvement within the Districts, who is intended to become the ultimate user of such improvement. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees means one or more fees imposed by any District for the payment of costs of administering the Districts, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to Section 17D-4-302 of the PID Act or Section 17B-1-103(j) of the Special District Act.

Financial Plan means the Financial Plan described in Section VIII which describes: (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes or Fees for the first budget year.

General Obligation Debt means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and the applicable state law and approved by the Boards in accordance with applicable state law.

Initial District Boundaries means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map means the map attached hereto as **Exhibit C**, describing the initial boundaries of the Districts.

Limited Tax Debt means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VIII.D below.

Maximum Debt Mill Levy Imposition Term means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.E below.

Municipal Advisor means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project means collectively, the developments or properties commonly referred to as Panorama and Rosecrest.

PID Act means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act to serve the future property owners and inhabitants of the District Area as determined by the Board.

Regional Improvements means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act means Title 17B of the Utah Code, as amended from time to time.

State means the State of Utah.

Taxable Property means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

Trustee means a member of the Board.

Utah Code means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 0.57 acres (comprised of 5,000 square feet for each District). The Annexation Area Boundaries includes approximately 911 acres and includes the Initial District Boundaries. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Utah Code Ann. § 17B-4-201, subject to Article V below.

IV. PROPOSED LAND USE

The District Area consists of approximately 911 acres of undeveloped land. Approval of this Governing Document by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is separately approved by the City in accordance with the City Code.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Governing Document Amendment

The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation

The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The nature, type, phasing, and intensity of development that the Public Improvements will support within the District Area is set forth in one or more separate and independent development agreements applicable to the District Area. The Districts shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the development agreement(s) and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.

2. *[reserved]*

3. Construction Standards Limitations

The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Public Improvements shall be subject to the ordinary inspection and approval procedures of the City and other governmental entities having proper jurisdiction.

4. Procurement

The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that such District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

5. Privately Placed Debt Limitation

Prior to the issuance of any privately placed Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

> *We are [I am] a Municipal Advisor within the meaning of the District's Governing Document. We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.*

6. Annexation and Withdrawal

(a) The Districts shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into any of the Districts. Such area may only be annexed upon such District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of such District's Board approving such annexation.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from any of the Districts. Such area may only be withdrawn upon such District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of such District's Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, such District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation

The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally the Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

8. Initial Debt

Upon the issuance of a certificate of creation of a District issued by the Office of the Lieutenant Governor of the State of Utah, such District shall be permitted to: (i) issue Debt; and/or (ii) impose a mill levy for the payment of Debt and collect Fees and Assessments for the purpose of repayment of Debt.

9. No Debt Issuance Limitation

So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District.

10. Bankruptcy Limitation

All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-9 above or in VIII.B-G shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of resolutions of the City and the Districts approving such amendment.

B. Preliminary Engineering Survey

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, as specified application materials relating to the Districts and as may be further defined in an applicable development agreement. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Fifty-Five Million Dollars ($55,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District may be clarified in an interlocal agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Governing Document. Said interlocal agreement may be amended by mutual agreement of the Districts without the need to amend this Governing Document.

VI. THE BOARD OF TRUSTEES

A. Board Composition

Each Board shall be composed of 3 Trustees who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of 4 years; Trustees 1 and 3 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such District.

B. Future Board Composition

1. Districts without Registered Voters

So long as there are no registered voters within a District, the respective board seats for such District shall continue to be appointed by the City from the candidates recommended by owners of land within such District and comprised of owners of land or their agents and officers who are registered voters at their principal residence.

2. Districts with Registered Voters

Prior to the issuance of Bonds by a District anticipated to have Registered Voters, such District shall estimate the number of certificates of occupancy to be issued by the City within such District (the "Estimated COO"). Upon attainment of the Estimated COO, the respective board seats for such District's Board shall transition from appointed to elected seats following the expiration of the then current term for such Board member. Seats on the Board may transition prior to attainment of the Estimated COO if approved in a resolution adopted by such Board.

C. Reelection and Reappointment

Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

D. Vacancy

Any vacancy on the Board shall be filled pursuant to the Special District Act.

E. Compensation

Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest

Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by such District. In addition, the Districts shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments, Fees, and other legally available revenues. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District. The total Debt shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all Taxable Property within the District, Fees, and Assessments. The District may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Limitations on Fees and Assessments

(a) All Fees and Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be payable at or before the time of conveyance of such parcel to an End User. There is no maximum amount of Fees that may be imposed by a District, provided that all such fees shall be related to administrative expenses of the District, the

provision of Public Improvements, and debt service on Bonds relating thereto.

(b) Any Assessments issued under the C-PACE Act may be repayable in accordance with the provisions of such statute.

D. Maximum Debt Mill Levy

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.005 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

E. Maximum Debt Mill Levy Imposition Term

Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding Forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

F. Debt Repayment Sources

The Districts may impose a mill levy on taxable property within its boundaries and Fees as primary sources of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the Districts shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The Districts shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Fees, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Fees, Assessments, or impact fees, but is intended to prevent double charging of End Users for the costs of Public Improvements.

G. Debt Instrument Disclosure Requirement

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

H. Security for Debt

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

I. Districts' Operating Costs

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be Two Hundred Fifty Thousand Dollars ($250,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues. It is anticipated that the operating budget will increase at approximately two percent (2%) each year after the first year.

J. Bond and Disclosure Counsel

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts have agreed to utilize Gilmore & Bell, P.C. as bond and disclosure counsel with respect to District Bonds.

IX. ANNUAL REPORT

A. General

Each of the District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days following the end of such District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.

2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);

3. Names and terms of Board members and officers; the Estimated COO for such District, if changed; and progress towards milestones required for transition to elected Board;

4. District office contact information, if changed;

5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;

7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;

8. A list or table of all Fees or Assessments imposed by the District, if changed;

9. A table summarizing total debt issued by the District as well as any presently planned debt issuances;

10. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

11. Current year budget including a description of the Public Improvements to be constructed in such year;

12. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);

13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes, collected or assigned all Fees payable to such District, and disbursed of all assets of such District.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the issuance of a certificate of incorporation for the Districts, each Board shall record a notice with the recorder of Salt Lake County. Such notice shall: (i) contain a description of the boundaries of the District; (ii) state that a copy of this Governing Document is on file at the office of the City; (iii) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (iv) state the Maximum Debt Mill Levy of the District; and (v) if applicable, state

that the debt may convert to general obligation debt and outline the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

1. All of the information in the first paragraph of this Section XI;

2. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

> *"Under the maximum property tax rate of the District, for every $100,000 of taxable value, there would be an additional annual property tax of $[500] for the duration of the District's Bonds."*

3. Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such End User acknowledging the foregoing.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit D**. In the event of any conflict between the terms this Governing Document and the Interlocal Agreement, this Governing Document shall control. The Districts shall approve the Interlocal Agreement in the form attached as **Exhibit D** at their first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.

EXHIBIT A

Legal Descriptions

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING FOR DESCRIPTION IS S00°31’33” W BETWEEN THE NORTH QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 17, LOCATED IN HERRIMAN, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°31’33” W 3312.49 FEET ALONG THE QUARTER SECTION LINE AND S89°28’27”E 1240.33 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S 89°24'47" E 70.71 FEET TO AN EASTERLY DEED LINE AS RECORDED IN ENTRY NO.14148451, BOOK: 11442 AT PAGE: 6837 IN THE SALT LAKE COUNTY RECORDER’S OFFICE; THENCE S 00°35'13" W 70.71 FEET ALONG SAID DEED LINE; THENCE N 89°24'47" W 70.71 FEET; THENCE N 00°35'13" E 70.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,000 SQ.FT. OR 0.11 ACRE +/-.

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING FOR DESCRIPTION IS S00°31’33” W BETWEEN THE NORTH QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 17, LOCATED IN HERRIMAN, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°31’33” W 3383.20 FEET ALONG THE QUARTER SECTION LINE AND S89°28’27”E 1240.25 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S 89°24'47" E 70.71 FEET TO AN EASTERLY DEED LINE AS RECORDED IN ENTRY NO.14148451, BOOK: 11442 AT PAGE: 6837 IN THE SALT LAKE COUNTY RECORDER’S OFFICE; THENCE S 00°35'13" W 70.71 FEET ALONG SAID DEED LINE; THENCE N 89°24'47" W 70.71 FEET; THENCE N 00°35'13" E 70.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,000 SQ.FT. OR 0.11 ACRE +/-.

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 3

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING FOR DESCRIPTION IS S00°31’33” W BETWEEN THE NORTH QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 17, LOCATED IN HERRIMAN, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°31’33” W 3453.92 FEET ALONG THE QUARTER SECTION LINE AND S89°28’27”E 1240.18 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S 89°24'47" E 70.71 FEET TO AN EASTERLY DEED LINE AS RECORDED IN ENTRY NO.14148451, BOOK: 11442 AT PAGE: 6837 IN THE SALT LAKE COUNTY RECORDER’S OFFICE; THENCE

S 00°35'13" W 70.71 FEET ALONG SAID DEED LINE; THENCE N 89°24'47" W 70.71 FEET; THENCE N 00°35'13" E 70.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,000 SQ.FT. OR 0.11 ACRE +/-.

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 4

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING FOR DESCRIPTION IS S00°31'33" W BETWEEN THE NORTH QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 17, LOCATED IN HERRIMAN, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°31'33" W 3524.63 FEET ALONG THE QUARTER SECTION LINE AND S89°28'27"E 1240.10 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S 89°24'47" E 70.71 FEET TO AN EASTERLY DEED LINE AS RECORDED IN ENTRY NO.14148451, BOOK: 11442 AT PAGE: 6837 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE S 00°35'13" W 70.71 FEET ALONG SAID DEED LINE; THENCE N 89°24'47" W 70.71 FEET; THENCE N 00°35'13" E 70.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,000 SQ.FT. OR 0.11 ACRE +/-.

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 5

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING FOR DESCRIPTION IS S00°31'33" W BETWEEN THE NORTH QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 17, LOCATED IN HERRIMAN, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°31'33" W 3595.34 FEET ALONG THE QUARTER SECTION LINE AND S89°28'27"E 1240.03 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S 89°24'47" E 70.71 FEET TO AN EASTERLY DEED LINE AS RECORDED IN ENTRY NO.14148451, BOOK: 11442 AT PAGE: 6837 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE S 00°35'13" W 70.71 FEET ALONG SAID DEED LINE; THENCE N 89°24'47" W 70.71 FEET; THENCE N 00°35'13" E 70.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,000 SQ.FT. OR 0.11 ACRE +/-.

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT ANNEXATION AREA

A PART OF SECTION 17, PART OF SECTION 18, PART OF THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF SECTION 13, PART OF THE SOUTHWEST 1/4 & SOUTHEAST 1/4 OF SECTION 7 AND PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN HERRIMAN CITY, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N00°31'33"E 2389.95 FEET ALONG THE 1/4 SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG SAID SECTION LINE N00°31'33"E 69.00 FEET TO THE AGREED UPON COMMON BOUNDARY LINE; THENCE ALONG SAID COMMON BOUNDARY LINE S88°56'28"W 2129.26 FEET; THENCE S48°17'09"W 61.78 FEET; THENCE S59°48'34"W 174.20 FEET; THENCE S75°50'10"W 255.51 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE S01°40'43"W 1,203.81 FEET; THENCE N89°06'59"W 3,629.84 FEET TO THE WEST LINE OF GOVERNMENT LOT 12; THENCE ALONG SAID GOVERNMENT LOT LINE S00°23'05"W 1,058.60 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE N89°15'56"W 1,623.96 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE N89°44'37"W 2,640.00 FEET; THENCE N00°15'23"E 2,650.93 FEET; THENCE S89°44'37"E 2,640.00 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE SECTION LINE N00°37'39"E 2,623.42 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE S89°16'06"E 703.34 FEET ALONG THE SECTION LINE; THENCE N00°02'35"E 1.86 FEET TO THE SOUTHERLY LINE OF JUNIPER CREST ROAD; THENCE EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,008.00 FEET (RADIUS BEARS: N00°34'49"E) A DISTANCE OF 416.16 FEET THROUGH A CENTRAL ANGLE OF 23°39'17" CHORD: N78°45'10"E 413.21 FEET TO A SOUTHWESTERLY BOUNDARY LINE OF GRAYSTONE SUBDIVISION PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 13, 2018 AS ENTRY NO. 12885073 IN BOOK 2018P AT PAGE 387 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID PLAT THE FOLLOWING SIX (6) COURSES: (1) S24°49'50"E 260.84 FEET; THENCE (2) N63°45'52"E 64.92 FEET; THENCE (3) N60°57'17"E 64.92 FEET; THENCE (4) N58°04'48"E 67.93 FEET; THENCE (5) N54°47'26"E 84.08 FEET; THENCE (6) S89°16'06"E 163.74 FEET; THENCE S89°16'06"E 962.55 FEET ALONG THE SECTION LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE S89°17'58"E 110.42 FEET ALONG THE SECTION LINE TO THE EASTERLY BOUNDARY LINE OF GRAYSTONE SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED SEPTEMBER 20, 2017 AS ENTRY NO. 12619520 IN BOOK 2017P AT PAGE 254 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID PLAT THE FOLLOWING THREE (3) COURSES: (1) N21°20'35"E 162.73 FEET; THENCE (2) N13°56'03"E 94.08 FEET; THENCE (3) N03°04'58"E 87.13 FEET TO THE EASTERLY BOUNDARY LINE OF GRAYSTONE SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED OCTOBER 18, 2017 AS ENTRY NO. 12639535 IN BOOK 2017P AT PAGE 289 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID PLAT THE FOLLOWING TWO (2) COURSES: (1) N00°03'21"W 528.00 FEET; THENCE (2) N07°18'53"E 117.08 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF JUNIPER CREST ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 829.00 FEET (RADIUS BEARS: S22°57'01"W) A DISTANCE OF 206.01 FEET THROUGH A CENTRAL ANGLE OF 14°14'18" CHORD: S59°55'50"E 205.48 FEET; THENCE (2) S52°48'16"E 100.90 FEET; THENCE N38°24'30"E 1,090.56 FEET; THENCE S51°39'37"E 137.75 FEET; THENCE S45°22'07"E 221.31 FEET; THENCE S49°48'16"E 480.23 FEET; THENCE S51°35'40"E 208.20 FEET; THENCE S42°46'19"E 202.12 FEET; THENCE S51°35'40"E 434.07 FEET; THENCE S60°04'01"E 359.73 FEET; THENCE S51°35'40"E 804.75 FEET; THENCE S57°10'10"E 185.29 FEET; THENCE S51°35'40"E 246.19 FEET; THENCE S37°43'46"W 119.20 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 223.50 FEET A DISTANCE OF 226.14 FEET THROUGH A CENTRAL ANGLE OF 57°58'17" CHORD: S08°44'37"W 216.61 FEET; THENCE S69°45'29"W 53.00 FEET; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 251.50 FEET (RADIUS BEARS: N10°33'42"W) A DISTANCE OF 130.00 FEET THROUGH A CENTRAL ANGLE OF 29°37'00" CHORD: N85°45'11"W 128.56 FEET; THENCE S38°23'28"W 104.19 FEET; THENCE N51°36'32"W 920.72 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE S00°54'21"E 424.18 FEET; THENCE S40°21'34"E 19.77 FEET; THENCE S51°22'30"E 943.68 FEET; THENCE EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 557.00 FEET (RADIUS BEARS: S04°46'11"W) A DISTANCE OF 234.57 FEET THROUGH A CENTRAL ANGLE OF 24°07'45" CHORD: S73°09'56"E 232.84 FEET; THENCE S61°06'04"E 317.29 FEET; THENCE S56°20'36"E 72.31 FEET; THENCE S61°06'02"E 295.22 FEET; THENCE S70°16'38"E 64.57 FEET; THENCE EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 455.00 FEET (RADIUS

BEARS: N21°01'04"E) A DISTANCE OF 582.85 FEET THROUGH A CENTRAL ANGLE OF 73°23'43" CHORD: N74°19'13"E 543.81 FEET; THENCE N37°37'21"E 201.10 FEET; THENCE S51°52'10"E 310.46 FEET; THENCE S52°31'39"E 24.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 15,250.01 FEET (RADIUS BEARS: N37°30'20"E) A DISTANCE OF 642.47 FEET THROUGH A CENTRAL ANGLE OF 02°24'50" CHORD: S53°42'05"E 642.43 FEET; THENCE S58°50'53"E 247.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 15,234.99 FEET (RADIUS BEARS: N34°09'49"E) A DISTANCE OF 470.27 FEET THROUGH A CENTRAL ANGLE OF 01°46'07" CHORD: S56°43'15"E 470.26 FEET; THENCE S48°43'05"E 113.83 FEET; THENCE S58°10'01"E 74.21 FEET; THENCE S73°47'17"E 67.96 FEET; THENCE S58°37'41"E 40.08 FEET; THENCE S00°36'08"W 132.36 FEET; THENCE S00°35'13"W 1,130.18 FEET; THENCE N52°55'04"W 745.34 FEET; THENCE S52°34'07"W 4.90 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 223.50 FEET A DISTANCE OF 14.96 FEET THROUGH A CENTRAL ANGLE OF 03°50'07" CHORD: S50°39'04"W 14.96 FEET; THENCE N41°16'00"W 53.00 FEET; THENCE N55°24'21"W 580.00 FEET; THENCE N63°47'42"W 53.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 226.50 FEET (RADIUS BEARS: S63°47'42"E) A DISTANCE OF 30.06 FEET THROUGH A CENTRAL ANGLE OF 07°36'18" CHORD: S22°24'09"W 30.04 FEET; THENCE N73°51'53"W 126.44 FEET TO THE POINT OF BEGINNING.

ALSO, WARRANTY DEED, RECORDED AS ENTRY NO. 8423294 IN BOOK 8685 PAGE 3808 IN THE SALT LAKE COUNTY RECORDER'S OFFICE AS FOLLOWS:

A PARCEL OF LAND, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUATER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT EAST 675.155 FEET AND SOUTH 715.00 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 357.50 FEET; THENCE EAST 644.845 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 357.50 FEET ALONG THE SAID EAST LINE; THENCE WEST 644.845 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT OF WAY. A NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT FOR INGRESS, EGRESS, UTILITIES AND DRAINAGE OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 700.155 FEET THENCE SOUTH 1,072.50 FEET; THENCE WEST 50.00 FEET; THENCE NORTH 1,022.50 FEET; THENCE WEST 650.155 FEET; THENCE NORTH 50.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN SALT LAKE COUNTY, STATE OF UTAH.

LESS AND EXCEPTING SPECIAL WARRANTY DEED, RECORDED AS ENTRY NO. 14073420 IN BOOK 11401 PAGE 5474 IN THE SALT LAKE COUNTY RECORDER'S OFFICE AS FOLLOWS:

A PART OF THE NW 1/4 OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SITUATE IN HERRIMAN CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS.
BEGINNING AT A POINT LOCATED N88°45'22"E 1,886.89 FEET ALONG THE 1/4 SECTION LINE AND N01°14'38"W 95.81 FEET FROM THE WEST 1/4 CORNER OR SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N00°00'10"E 303.05 FEET; THENCE N14°08'39"W 71.73 FEET; THENCE N46°21'53"W 189.77 FEET; THENCE N43°38'07"E 83.67 FEET; THENCE EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A

RADIUS OF 996.00 FEET (RADIUS BEARS: N09°48’42”E) A DISTANCE OF 44.91 FEET THROUGH A CENTRAL ANGLE OF 02°35'00” CHORD: S81°28'48”E 44.90 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 173.50 FEET A DISTANCE OF 126.05 FEET THROUGH A CENTRAL ANGLE OF 41°37'37” CHORD: S61°57'30”E 123.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 151.50 FEET A DISTANCE OF 254.02 FEET THROUGH A CENTRAL ANGLE OF 96°04'04” CHORD: S89°10'44”E 225.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET A DISTANCE OF 28.56 FEET THROUGH A CENTRAL ANGLE OF 81°48'25” CHORD: N83°41'27"E 26.19 FEET; THENCE S55°24'21”E 158.62 FEET; THENCE S60°10'10”E 72.25 FEET; THENCE S55°24'21”E 210.08 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 271.00 FEET A DISTANCE OF 11.47 FEET THROUGH A CENTRAL ANGLE OF 02°25'33” CHORD: S54°11'34”E 11.47 FEET; THENCE S00°31'33”W 35.45 FEET; THENCE S41°08'57”W 36.99 FEET; THENCE S73°04'06”W 94.55 FEET; THENCE S64°40'52”W 94.55 FEET; THENCE S58°39'49”W 214.03 FEET; THENCE S89°07'25”W 299.54 FEET TO THE POINT OF BEGINNING.

OVERALL PARCEL CONTAINS: 911.80 ACRES+/-

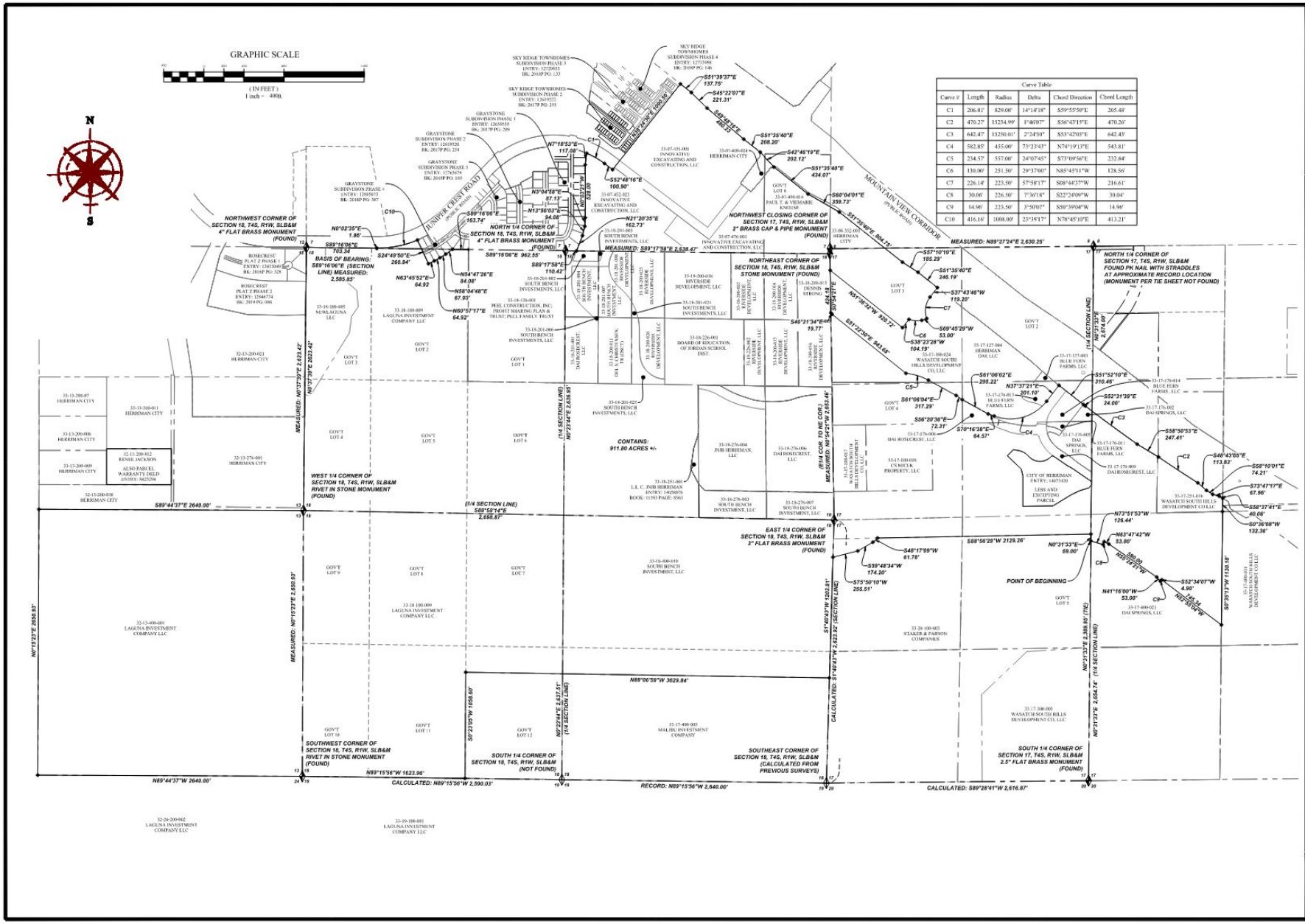

GRAPHIC SCALE
(IN FEET)
1 inch = 400ft.
N
S
Curve Table
Curve # | Length | Radius | Delta | Chord Direction | Chord Length
C1 | 206.01' | 829.00' | 14°14'18" | S59°55'50"E | 205.48'
C2 | 470.27' | 15234.99' | 1°46'07" | S56°43'15"E | 470.26'
C3 | 642.47' | 15250.01' | 2°24'50" | S53°42'03"E | 642.43'
C4 | 582.85' | 455.00' | 73°23'43" | N74°19'13"E | 543.81'
C5 | 234.57' | 557.00' | 24°07'45" | S73°09'56"E | 232.84'
C6 | 130.00' | 251.50' | 29°37'00" | N85°45'11"W | 128.56'
C7 | 226.14' | 223.50' | 57°58'17" | S08°44'37"W | 216.61'
C8 | 30.06' | 226.50' | 7°36'18" | S22°24'09"W | 30.04'
C9 | 14.96' | 223.50' | 3°50'07" | S50°39'04"W | 14.96'
C10 | 416.16' | 1068.00' | 23°39'17" | N78°45'10"E | 413.21'
NORTHWEST CORNER OF SECTION 18, T4S, R1W, SLB&M 4" FLAT BRASS MONUMENT (FOUND)
BASIS OF BEARING: S89°16'06"E (SECTION LINE) MEASURED: 2,585.85'
NORTH 1/4 CORNER OF SECTION 18, T4S, R1W, SLB&M 4" FLAT BRASS MONUMENT (FOUND)
NORTHWEST CLOSING CORNER OF SECTION 17, T4S, R1W, SLB&M 2" BRASS CAP & PIPE MONUMENT (FOUND)
NORTHEAST CORNER OF SECTION 18, T4S, R1W, SLB&M STONE MONUMENT (FOUND)
NORTH 1/4 CORNER OF SECTION 17, T4S, R1W, SLB&M FOUND PK NAIL WITH STRADDLES AT APPROXIMATE RECORD LOCATION (MONUMENT PER TIE SHEET NOT FOUND)
WEST 1/4 CORNER OF SECTION 18, T4S, R1W, SLB&M RIVET IN STONE MONUMENT (FOUND)
EAST 1/4 CORNER OF SECTION 18, T4S, R1W, SLB&M 3" FLAT BRASS MONUMENT (FOUND)
SOUTHWEST CORNER OF SECTION 18, T4S, R1W, SLB&M RIVET IN STONE MONUMENT (FOUND)
SOUTH 1/4 CORNER OF SECTION 18, T4S, R1W, SLB&M (NOT FOUND)
SOUTHEAST CORNER OF SECTION 18, T4S, R1W, SLB&M (CALCULATED FROM PREVIOUS SURVEYS)
SOUTH 1/4 CORNER OF SECTION 17, T4S, R1W, SLB&M 2.5" FLAT BRASS MONUMENT (FOUND)
POINT OF BEGINNING
CONTAINS: 911.80 ACRES +/-
JUNIPER CREST ROAD (PUBLIC ROAD)
MOUNTAIN VIEW CORRIDOR (PUBLIC ROAD)
GRAYSTONE SUBDIVISION PHASE 1 ENTRY: 12635535 BK: 2017P PG: 289
GRAYSTONE SUBDIVISION PHASE 2 ENTRY: 12639520 BK: 2017P PG: 234
GRAYSTONE SUBDIVISION PHASE 3 ENTRY: 13765878 BK: 2018P PG: 185
GRAYSTONE SUBDIVISION PHASE 4 ENTRY: 12850473 BK: 2018P PG: 307
SKY RIDGE TOWNHOMES SUBDIVISION PHASE 1 ENTRY: 12720633 BK: 2018P PG: 133
SKY RIDGE TOWNHOMES SUBDIVISION PHASE 2 ENTRY: 13659533 BK: 2017P PG: 255
SKY RIDGE TOWNHOMES SUBDIVISION PHASE 4 ENTRY: 12753988 BK: 2018P PG: 146
ROSECREST PLAT 2 PHASE 1 ENTRY: 12453640 BK: 2016P PG: 328
ROSECREST PLAT 2 PHASE 2 ENTRY: 12946734 BK: 2019 PG: 086
MEASURED: N0°02'35"E 703.34'
MEASURED: S89°16'06"E 962.55'
MEASURED: S89°17'58"E 2,638.42'
MEASURED: N89°27'24"E 2,630.25'
MEASURED: N0°37'39"E 2623.42'
MEASURED: N0°15'23"E 2,650.93'
MEASURED: N0°15'23"E 2,650.93'
MEASURED: N0°23'44"E 2,636.95'
MEASURED: N0°54'21"W 2,653.46'
CALCULATED: S1°40'43"W 1203.91'
CALCULATED: S1°40'43"W 2,623.32'
CALCULATED: N89°15'56"W 2,590.03'
RECORD: N89°15'56"W 2,640.00'
CALCULATED: S89°28'41"W 2,616.87'
S89°44'37"E 2640.00'
N89°44'37"W 2640.00'
S88°58'14"E 2,698.87'
S88°56'28"W 2129.26'
N89°06'59"W 3629.84'
S0°21'59"W 1658.03'
N89°15'56"W 1623.96'
S30°54'21"E 424.19'
S30°54'21"E 30.00'
S51°39'37"E 137.75'
S45°22'07"E 221.31'
S46°48'16"E 468.23'
S51°35'40"E 208.20'
S42°46'19"E 202.12'
S51°35'40"E 434.07'
S60°04'01"E 359.73'
S51°39'40"E 804.75'
S57°10'16"E 185.29'
S51°35'40"E 246.19'
S37°43'46"W 119.20'
S69°45'29"W 53.00'
S38°23'26"W 104.19'
S51°39'37"W 959.72'
S51°22'30"E 843.66'
S40°21'34"E 19.77'
S61°06'02"E 295.22'
S61°06'04"E 317.29'
S56°20'36"E 72.31'
S70°16'38"E 64.57'
N37°37'21"E 201.19'
S51°52'10"E 310.46'
S52°31'39"E 24.00'
S58°50'53"E 247.41'
S48°43'05"E 113.83'
S58°10'01"E 74.21'
S73°47'17"E 67.96'
S68°37'41"E 40.08'
S0°36'08"W 122.36'
N73°51'53"W 126.44'
N63°47'42"W 53.00'
N52°34'07"W 4.90'
N41°16'00"W 53.00'
S52°34'07"W 145.34'
S48°17'09"W 61.78'
S59°48'34"W 174.20'
S75°50'19"W 255.51'
N0°31'33"E 69.00'
N0°31'33"E 2,639.56'
N0°31'33"E 2,652.47'
N0°31'33"E 2,674.00'
S0°35'13"W 1738.18'
PID ANNEXATIPON EXHIBIT
LOCATION: A PART OF SECTION 17, SECTION 18, SOUTHEAST 1/4 & NORTHEAST 1/4 OF SECTION 13, SOUTHWEST 1/4 & SOUTHEAST 1/4 OF SECTION 7, SOUTHWEST 1/4 OF SECTION 8, T4S, R1W, SLB&M
HERRIMAN CITY, UTAH
PREPARED FOR: DAI, INC.
FOCUS ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com
Drawn: RM
Checked: EJW
Scale: 1"=400'
Job #: 20-0294
Date: 10/25/2024
Sheet: 1 OF 1

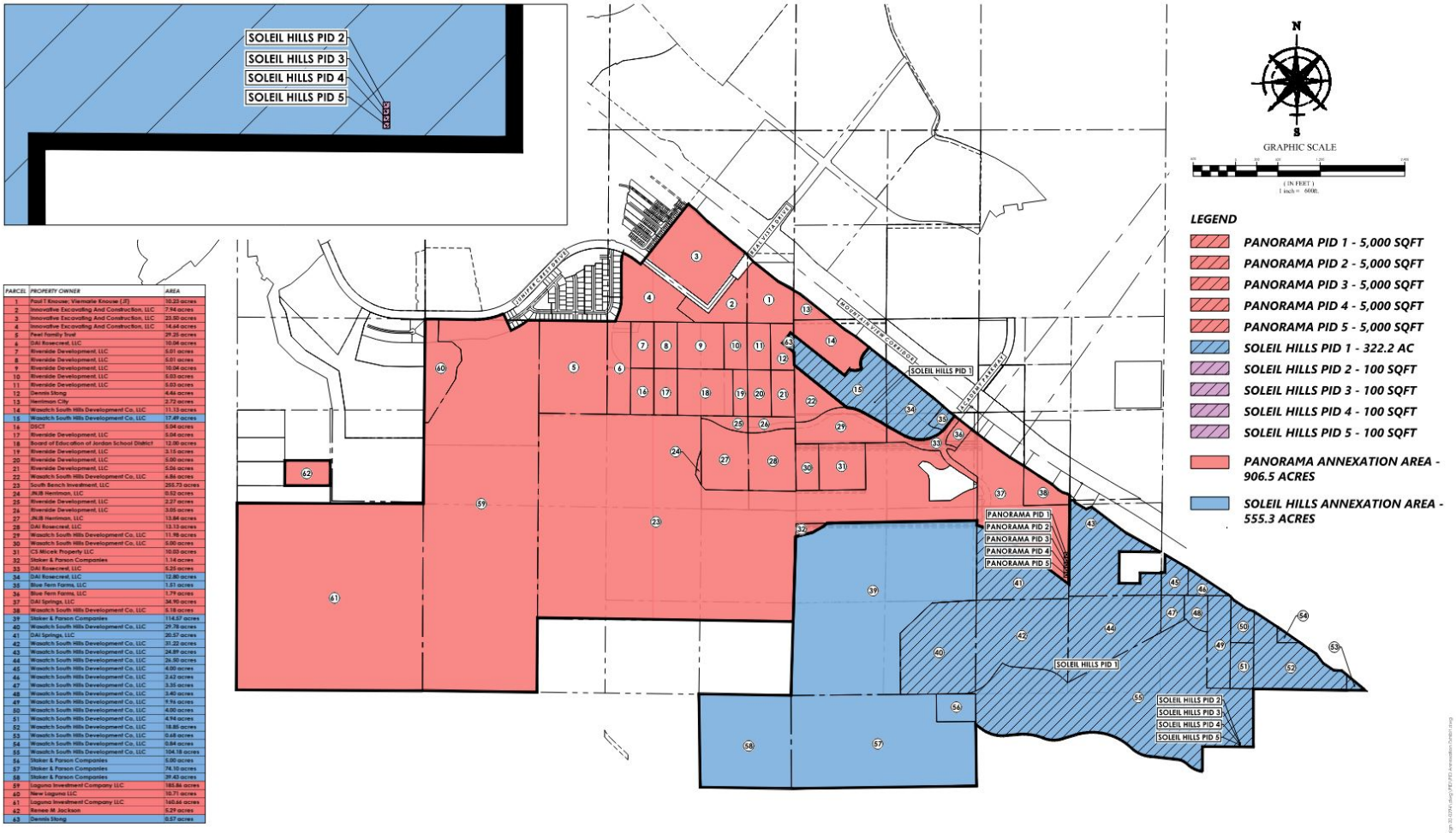
EXHIBIT B

Herriman City Vicinity Map



EXHIBIT C

Initial District and Annexation Area Boundaries Map



PARCEL	PROPERTY OWNER	AREA
1	Paul T. Knauer; Vlemarie Knauer (JT)	10.23 acres
2	Innovative Excavating And Construction, LLC	7.94 acres
3	Innovative Excavating And Construction, LLC	23.50 acres
4	Innovative Excavating And Construction, LLC	14.64 acres
5	Peet Family Trust	29.25 acres
6	DAI Rosecrest, LLC	10.04 acres
7	Riverside Development, LLC	5.01 acres
8	Riverside Development, LLC	5.01 acres
9	Riverside Development, LLC	10.04 acres
10	Riverside Development, LLC	5.03 acres
11	Riverside Development, LLC	5.03 acres
12	Dennis Stong	4.46 acres
13	Herriman City	2.72 acres
14	Wasatch South Hills Development Co, LLC	11.13 acres
15	Wasatch South Hills Development Co, LLC	17.49 acres
16	DSCT	5.04 acres
17	Riverside Development, LLC	5.04 acres
18	Board of Education of Jordan School District	12.00 acres
19	Riverside Development, LLC	3.15 acres
20	Riverside Development, LLC	5.00 acres
21	Riverside Development, LLC	5.06 acres
22	Wasatch South Hills Development Co, LLC	6.86 acres
23	South Bench Investment, LLC	255.73 acres
24	JNJB Herriman, LLC	0.52 acres
25	Riverside Development, LLC	2.27 acres
26	Riverside Development, LLC	3.05 acres
27	JNJB Herriman, LLC	13.84 acres
28	DAI Rosecrest, LLC	13.13 acres
29	Wasatch South Hills Development Co, LLC	11.98 acres
30	Wasatch South Hills Development Co, LLC	5.00 acres
31	CS Micek Property LLC	10.03 acres
32	Stoker & Parson Companies	1.14 acres
33	DAI Rosecrest, LLC	5.25 acres
34	DAI Rosecrest, LLC	12.80 acres
35	Blue Fern Farms, LLC	1.51 acres
36	Blue Fern Farms, LLC	1.79 acres
37	DAI Springs, LLC	34.90 acres
38	Wasatch South Hills Development Co, LLC	5.18 acres
39	Stoker & Parson Companies	114.57 acres
40	Wasatch South Hills Development Co, LLC	29.78 acres
41	DAI Springs, LLC	20.57 acres
42	Wasatch South Hills Development Co, LLC	31.22 acres
43	Wasatch South Hills Development Co, LLC	24.89 acres
44	Wasatch South Hills Development Co, LLC	26.30 acres
45	Wasatch South Hills Development Co, LLC	4.00 acres
46	Wasatch South Hills Development Co, LLC	2.42 acres
47	Wasatch South Hills Development Co, LLC	3.35 acres
48	Wasatch South Hills Development Co, LLC	3.40 acres
49	Wasatch South Hills Development Co, LLC	9.96 acres
50	Wasatch South Hills Development Co, LLC	4.00 acres
51	Wasatch South Hills Development Co, LLC	4.94 acres
52	Wasatch South Hills Development Co, LLC	18.85 acres
53	Wasatch South Hills Development Co, LLC	0.68 acres
54	Wasatch South Hills Development Co, LLC	0.84 acres
55	Wasatch South Hills Development Co, LLC	104.18 acres
56	Stoker & Parson Companies	5.00 acres
57	Stoker & Parson Companies	74.10 acres
58	Stoker & Parson Companies	39.43 acres
59	Laguna Investment Company LLC	185.86 acres
60	New Laguna LLC	10.71 acres
61	Laguna Investment Company LLC	160.66 acres
62	Renee M. Jackson	5.29 acres
63	Dennis Stong	0.57 acres

***PANORAMA & SOLEIL HILLS** annexation exhibit*

HERRIMAN CITY, SALT LAKE COUNTY

11/25/2024

20-0294

EXHIBIT D

Interlocal Agreement between the Districts and Herriman City

[see following page]

INTERLOCAL AGREEMENT BETWEEN
HERRIMAN CITY, UTAH
AND
PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 1
AND
PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 2
AND
PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 3
AND
PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 4
AND
PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 5

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2024, by and between HERRIMAN CITY, a political subdivision of the State of Utah ("City"); and PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 THROUGH 10, each a political subdivision of the State of Utah (collectively, the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide services and to exercise powers as are more specifically set forth in the Districts' Governing Document approved by the City on December 11, 2024 ("Governing Document"); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the Districts; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Interlocal Agreement ("Agreement").

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

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The nature, type, phasing, and intensity of development that the Public Improvements will support within the District Area is set forth in one or more separate and independent development agreements applicable to the District Area. The Districts shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate public entity or owners association in a manner consistent with the rules and regulations of the City and applicable provisions of the City Code and any development agreement. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.

2. [reserved]

3. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental

entities having proper jurisdiction, as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Public Improvements shall be subject to the ordinary inspection and approval procedures of the City and other governmental entities having proper jurisdiction.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of a Municipal Advisor substantially as follows:

> *We are [I am] a Municipal Advisor within the meaning of the District's Governing Document. We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.*

5. Inclusion Limitation. The Districts shall not include or withdrawal into or from their boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation or withdrawal of any area within the Annexation Area Boundaries into or from any of the Districts. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17D-4-201(3), Utah Code.

6. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

7. Initial Debt. Upon the issuance of a certificate of creation of a District issued by the Office of the Lieutenant Governor of the State of Utah, such District shall be permitted to: (i) issue Debt; and/or (ii) impose a mill levy for the payment of Debt and collect Fees and Assessments for the purpose of repayment of Debt.

8. No Debt Issuance Limitation. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District.

9. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

10. Dissolution. Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes, collected or assigned all Fees payable to such District, and disbursed of all assets of such District.

11. Disclosure to Purchasers. Within thirty (30) days of the effective date adoption of the Amended and Restated Governing Document, each Board shall record a notice with the recorder of Salt Lake County. Such notice shall: (i) contain a description of the boundaries of the District; (ii) state that a copy of this Governing Document is on file at the office of the City; (iii) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (iv) state the Maximum Debt Mill Levy of the District; and (v) if applicable, state that the debt may convert to general obligation debt and outline the provisions relating to conversion. Such notice shall further be filed with the City. In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

(a) All of the information in the first paragraph of Section XI of the Governing Document;

(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

> *"Under the maximum property tax rate of the District, for every $100,000 of taxable value, there would be an additional annual property tax of $500 for the duration of the District's Bonds."*

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts. Additionally, subject to the limitations and exceptions contained in the Governing Document, the Governing Document may be amended by passage of resolutions of the City and the Districts approving such amendment.

13. Annual Report. Each District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days after the close of the District's fiscal year, commencing fiscal year 2024, containing the information set forth in Section IX of the Governing Document.

14. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

15. Limitations on Fees and Assessments.

(a) All Fees and Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be payable at or before the time of conveyance of such parcel to an End User. There is no maximum amount of Fees that may be imposed by a District, provided that all such fees shall be related to administrative expenses of the District, the provision of Public Improvements, and debt service on Bonds relating thereto.

(b) Any Assessments issued under the C-PACE Act may be repayable in accordance with the provisions of such statute.

16. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding Forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:	Panorama Public Infrastructure District Attn: Bryan Flamm 14034 S. 145 E., #204 Draper, UT 84020
To the City:	Herriman City 5355 West Herriman Main Street Herriman, UT 84096 Attn: Planning and Zoning Phone: (801) 446-5323

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the Districts or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

23. Conflict. In the event of any conflict between the terms of the Governing Document and this Interlocal Agreement, the Governing Document shall control.

24. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

25. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

26. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

27. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

29. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

30. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 3

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 4

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 5

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

HERRIMAN, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

SUMMARY OF PANORAMA / SOLEIL HILLS
PID GOVERNING DOCUMENT UPDATES

(only those items that were marked as "Does not meet requirement" are addressed)

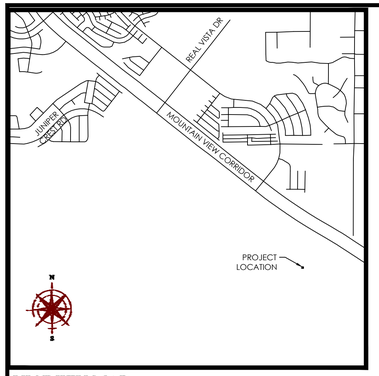
ITEM	CONSIDERATIONS	CITY COMMENT	APPLICANT RESPONSE
1.0	$1,000 fee paid	Payment pending (City needs to send invoice)	**Applicants working with staff to pay application fee. Should be paid prior to December 11th meeting.**
2.2	Description of proposed development in boundaries of PID	Generic information provided. MDA includes all of this information but is not referenced within Governing Documents.	**See added language in § V.A.1 of the Governing Documents.** **See also § 1 of the interlocal agreement.**
2.3	Itemization, description, project map of all needed infrastructure and facilities.	Only a list of projects has been provided. No costs or maps have been included.	**This information is generally provided in the MDAs applicable to the District Area. We have added language referencing the MDA and "nature, type, phasing, and intensity" of the development and the public infrastructure it will support.** **Wasatch has provided this detail for the Soleil Hills PID.** **Panorama is finalizing this detail and will provide early next week.** **It is the applicants' positions that this information is better suited for the MDAs and not the governing document. The information is being provided to facilitate discussion/conversation on the approval of the PIDs. However, because the itemization, scope, and costs for these improvements include a number of assumptions (which are subject to dramatic market changes over the life of the projects), we are asking that this detail not be included within the governing documents (where it will be viewed more as a limitation/expectation) instead of just informational.**
2.4	Map and estimated construction costs of infrastructure in line-item form including management fees and soft costs.	Only a list of projects has been provided. No costs or maps have been included.	**The information provided by Wasatch addresses this item for the Soleil Hills PID.** **The information to be provided for the Panorama PID will address information.** **(see prior comment on these details being addressed in the MDAs and provided for informational purposes only and not for incorporation into the Governing Documents).**
2.5	General phasing plan	The MDA includes all of this information but is not referenced in the Governing Documents.	**See added language in § V.A.1 of the Governing Documents (referencing the MDAs which include phasing details).** **See also § 1 of the interlocal agreement.**

3.0	Proforma financial overview of total costs and revenues.	No details provided with Governing Documents.	**DA Davidson will prepare a sample proforma (based upon some current market conditions and other assumptions) that they can be ready to discuss on December 11th.** **As with other items, however, applicants are requesting that this information not be included within the Governing Documents but be used for informational/discussion purposes only.**
3.1	Example financial plan	No details provided with Governing Documents.	**(See comment to Section 3.0 above).**
3.3	Analysis of proposed mill levy	No details provided with Governing Documents.	**Applicants will provide this information.** **As with other items, however, applicants are requesting that this information not be included within the Governing Documents but be used for informational/discussion purposes only.**
3.4	Comparison of mill levy to similar taxing entities in the area.	None provided.	**DA Davidson will prepare this analysis that they can be ready to discuss on December 11th.** **As with other items, however, applicants are requesting that this information not be included within the Governing Documents but be used for informational/discussion purposes only.**
3.5	Proposed operating budget for first three years.	None provided.	**See added language to Section VII.I. The Governing Docs anticipate the first year's operating budget to be $50,000 with a 2% YOY increase.** **The Governing Docs (and Interlocal Agreement) require an annual report be submitted to the City. The Annual Report includes each year's budget (which will be itemized at that time).**
3.6	Any other forms of public financing sought.	General reference but not specifically identified.	**See existing language in § VIII.A., VIII.F., and § VIII generally.** **"The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the *Maximum Debt Mill Levy*, *Assessments*, *Fees*, and other legally available revenues."** **Subject to the governing documents and applicable state law, the Districts may impose a mill levy, an assessment, fees, or a combination of the foregoing to service district debt.**

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 1

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)

N

S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = ft.30

8 17

NORTH 1/4 CORNER OF SECTION 17
T4S,R1W,SLB&M
3" FLAT BRASS MONUMENT
(FOUND)

3312.49' (TIE)

BASIS OF BEARING: S00°31'33"W 5328.74'

QUARTER SECTION LINE

POINT OF BEGINNING

S89°24'47"E 70.71

S89°28'27"E
1240.33' (TIE)

N0°35'13"E 70.71

S0°35'13"W 70.71

N89°24'47"W 70.71

DISTRICT NO. 1

DISTRICT NO. 2

DISTRICT NO. 3

DISTRICT NO. 4

DISTRICT NO. 5

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 2

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 3

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 4

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 5

33-17-400-021
DAI SPRINGS
SWD Entry No: 14148451

33-17-400-014
WASATCH SOUTH HILLS
DEVELOPMENT CO, LLC
QCD Entry No: 11090328

17 20

SOUTH QUARTER CORNER OF SECTION 17, T4S, R1W, SLB&M
2.5" FLAT BRASS MONUMENT
(FOUND)

DATE: 09/09/24

PREPARED BY

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as Panorama Public Infrastructure District No. 1 and annexed into the same.

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

PROFESSIONAL LAND SURVEYOR
09/11/24
No. 183395
EVAN J. WOOD
STATE OF UTAH

09/11/2024
DATE

BOUNDARY DESCRIPTION

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Beginning at a point located S00°31'33" W 3312.49 feet along the quarter Section line and S89°28'27"E 1240.33 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S 89°24'47" E 70.71 feet to an Easterly deed line as recorded in Entry No.14148451, Book: 11442 at Page: 6837 in the Salt Lake County Recorder's office; thence S 00°35'13" W 70.71 feet along said deed line; thence N 89°24'47" W 70.71 feet; thence N 00°35'13" E 70.71 feet to the point of beginning.

Containing 5,000 sq.ft. or 0.11 acre +/-

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 1 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF _____ , 20__

SALT LAKE COUNTY SURVEYOR

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 1

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

$_____
FEE

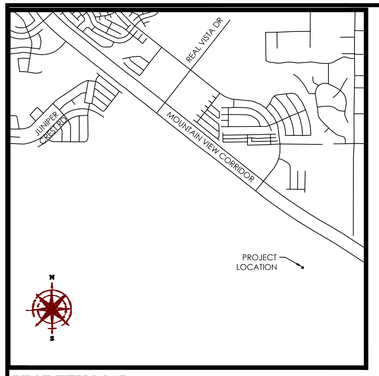
_____
DEPUTY SALT LAKE COUNTY RECORDER

Z:_2020\20-0294 BUTTERFIELD PROPERTY DAI\DESIGN 20-0294\DWG\PID\PANORAMA PID NO 1 09062424.DWG

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 2

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)

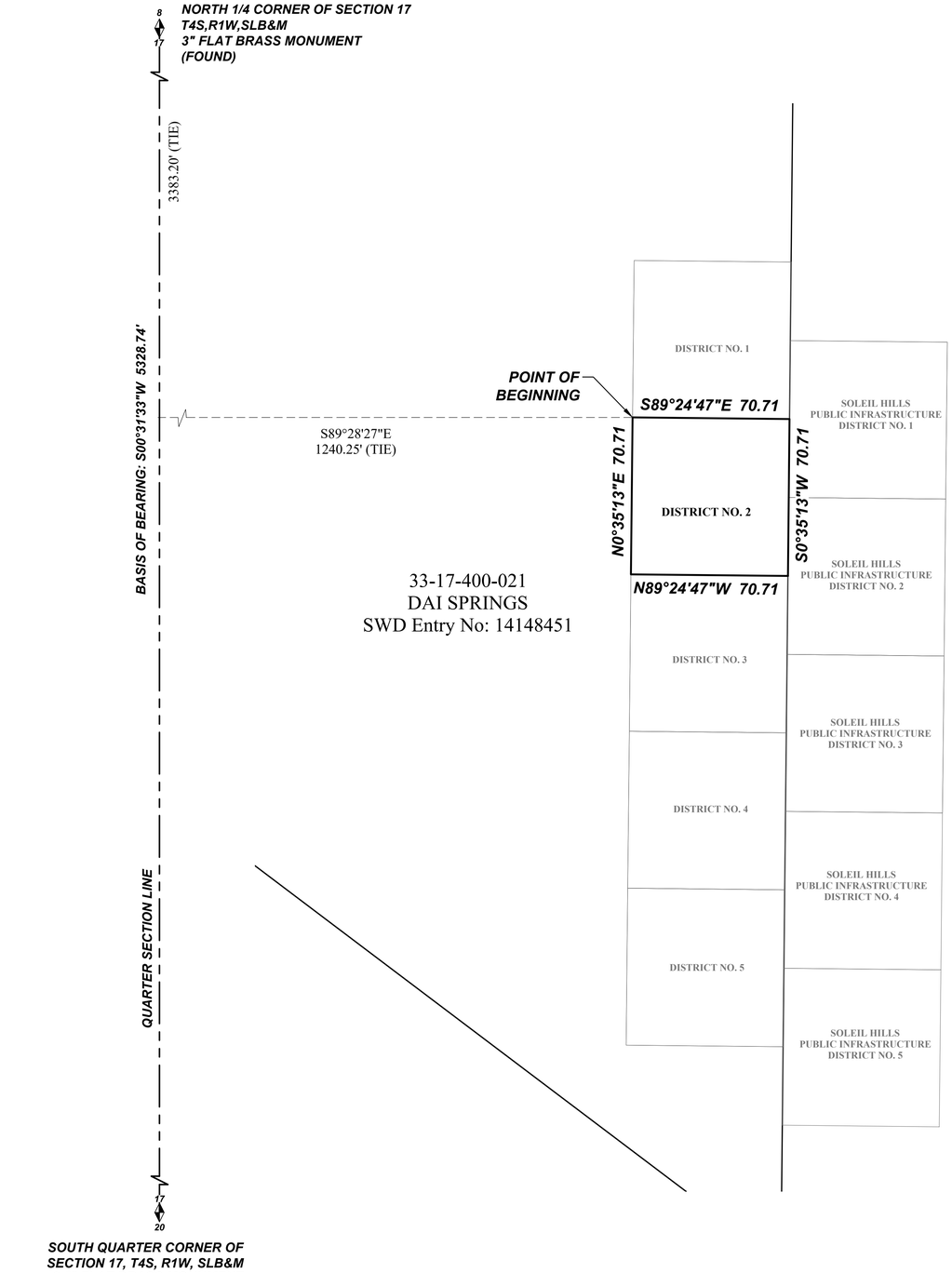
N

S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = ft.30



33-17-400-021
DAI SPRINGS
SWD Entry No: 14148451

33-17-400-014
WASATCH SOUTH HILLS
DEVELOPMENT CO, LLC
QCD Entry No: 11090328

PREPARED BY

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

DATE: 09/09/24

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as Panorama Public Infrastructure District No. 2 and annexed into the same.

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

PROFESSIONAL LAND SURVEYOR
09/11/24
No. 183395
EVAN J. WOOD
STATE OF UTAH

09/11/2024
DATE

BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Basis of Bearing for Description is S00°31'33" W between the North Quarter Corner and the South Quarter Corner of said Section 17, located in Herriman, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S00°31'33" W 3383.20 feet along the Quarter Section line and S89°28'27"E 1240.25 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S 89°24'47" E 70.71 feet to an Easterly deed line as recorded in Entry No.14148451, Book: 11442 at Page: 6837 in the Salt Lake County Recorder's office; thence S 00°35'13" W 70.71 feet along said deed line; thence N 89°24'47" W 70.71 feet; thence N 00°35'13" E 70.71 feet to the point of beginning.

Containing 5,000 sq.ft. or 0.11 acre +/-

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 2 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 2
FINAL LOCAL ENTITY PLAT
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

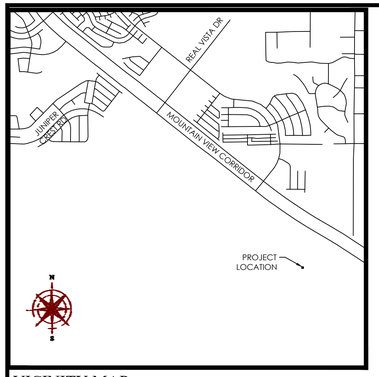
$_____ _____
FEE DEPUTY SALT LAKE COUNTY RECORDER

Z:_2020\20-0294 BUTTERFIELD PROPERTY DA\DESIGN 20-0294\DWG\PID\PANORAMA PID NO 2 090824.DWG

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 3

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)

N

S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = ft.30

NORTH 1/4 CORNER OF SECTION 17 T4S,R1W,SLB&M 3" FLAT BRASS MONUMENT (FOUND)

8 17

3453.92' (TIE)

BASIS OF BEARING: S00°31'33"W 5328.74'

33-17-400-021
DAI SPRINGS
SWD Entry No: 14148451

DISTRICT NO. 1

DISTRICT NO. 2

DISTRICT NO. 3

DISTRICT NO. 4

DISTRICT NO. 5

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 2

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 3

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 4

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 5

POINT OF BEGINNING

S89°24'47"E 70.71

S89°28'27"E
1240.18' (TIE)

N0°35'13"E 70.71

S0°35'13"W 70.71

N89°24'47"W 70.71

QUARTER SECTION LINE

17 20

SOUTH QUARTER CORNER OF SECTION 17, T4S, R1W, SLB&M 2.5" FLAT BRASS MONUMENT (FOUND)

33-17-400-014
WASATCH SOUTH HILLS
DEVELOPMENT CO, LLC
QCD Entry No: 11090328

DATE: 09/09/24

PREPARED BY

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE

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EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

PROFESSIONAL LAND SURVEYOR
09/11/24
No. 183395
EVAN J. WOOD
STATE OF UTAH

09/11/2024
DATE

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Containing 5,000 sq.ft. or 0.11 acre +/-

ACCEPTANCE BY HERRIMAN CITY

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MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 3

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

RECORDED # _____

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

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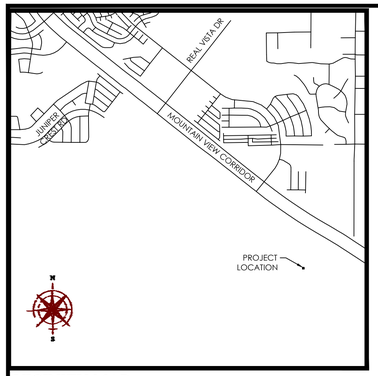
$_____ _____
FEE DEPUTY SALT LAKE COUNTY RECORDER

Z:_2020\20-0294 BUTTERFIELD PROPERTY DA\DESIGN 20-0294\DWG\PID\PANORAMA PID NO 3 090624.DWG

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 4

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)

N

S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = ft.30

NORTH 1/4 CORNER OF SECTION 17
T4S,R1W,SLB&M
3" FLAT BRASS MONUMENT
(FOUND)

8
17

3524.63' (TIE)

BASIS OF BEARING: S00°31'33"W 5328.74'

33-17-400-021
DAI SPRINGS
SWD Entry No: 14148451

DISTRICT NO. 1

DISTRICT NO. 2

DISTRICT NO. 3

DISTRICT NO. 4

DISTRICT NO. 5

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 2

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 3

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 4

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 5

POINT OF BEGINNING

S89°24'47"E 70.71

S89°28'27"E
1240.10' (TIE)

N0°35'13"E 70.71

S0°35'13"W 70.71

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QUARTER SECTION LINE

33-17-400-014
WASATCH SOUTH HILLS
DEVELOPMENT CO, LLC
QCD Entry No: 11090328

17
20

SOUTH QUARTER CORNER OF SECTION 17, T4S, R1W, SLB&M
2.5" FLAT BRASS MONUMENT
(FOUND)

DATE: 09/09/24

PREPARED BY

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE

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EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

PROFESSIONAL LAND SURVEYOR
09/11/24
No. 183395
EVAN J. WOOD
STATE OF UTAH

09/11/2024
DATE

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Containing 5,000 sq.ft. or 0.11 acre +/-

ACCEPTANCE BY HERRIMAN CITY

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MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 4

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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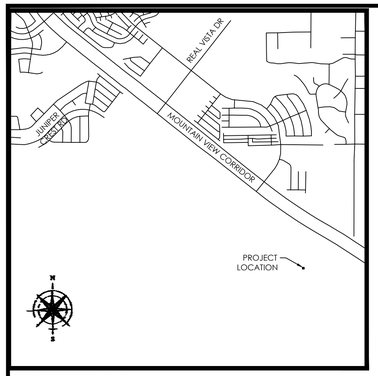
$_____ _____
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PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 5

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = ft.30

NORTH 1/4 CORNER OF SECTION 17
T4S,R1W,SLB&M
3" FLAT BRASS MONUMENT
(FOUND)

8
17

3595.34' (TIE)

BASIS OF BEARING: S00°31'33"W 5328.74'

33-17-400-021
DAI SPRINGS
SWD Entry No: 14148451

33-17-400-014
WASATCH SOUTH HILLS
DEVELOPMENT CO, LLC
QCD Entry No: 11090328

DISTRICT NO. 1
DISTRICT NO. 2
DISTRICT NO. 3
DISTRICT NO. 4
DISTRICT NO. 5

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1
SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 2
SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 3
SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 4
SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 5

POINT OF BEGINNING

S89°24'47"E 70.71

S89°28'27"E
1240.03' (TIE)

N0°35'13"E 70.71

S0°35'13"W 70.71

N89°24'47"W 70.71

QUARTER SECTION LINE

17
20

SOUTH QUARTER CORNER OF SECTION 17, T4S, R1W, SLB&M
2.5" FLAT BRASS MONUMENT
(FOUND)

DATE: 09/09/24

PREPARED BY

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as Panorama Public Infrastructure District No. 5 and annexed into the same.

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

PROFESSIONAL LAND SURVEYOR
09/11/24
No. 183395
EVAN J. WOOD
STATE OF UTAH

09/11/2024
DATE

BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Basis of Bearing for Description is S00°31'33" W between the North Quarter Corner and the South Quarter Corner of said Section 17, located in Herriman, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S00°31'33" W 3595.34 feet along the Quarter Section line and S89°28'27"E 1240.03 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S 89°24'47" E 70.71 feet to an Easterly deed line as recorded in Entry No.14148451, Book: 11442 at Page: 6837 in the Salt Lake County Recorder's office; thence S 00°35'13" W 70.71 feet along said deed line; thence N 89°24'47" W 70.71 feet; thence N 00°35'13" E 70.71 feet to the point of beginning.

Containing 5,000 sq.ft. or 0.11 acre +/-

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 5 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

PANORAMA PUBLIC INFRASTRUCTURE
DISTRICT NO. 5
FINAL LOCAL ENTITY PLAT
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

$_____ _____
FEE DEPUTY SALT LAKE COUNTY RECORDER

Z:_2020\20-0294 BUTTERFIELD PROPERTY DA\DESIGN 20-0294\DWG\PID\PANORAMA PID NO 5 090624.DWG

RESOLUTION NO. 2024-___

A RESOLUTION OF THE CITY COUNCIL ("COUNCIL") OF HERRIMAN CITY, UTAH ("CITY"), PROVIDING FOR THE CREATION OF PANORAMA PUBLIC INFRASTRUCTURE DISTRICTS NO. 1 THROUGH 5 (COLLECTIVELY, "DISTRICTS") AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND AN INTERLOCAL AGREEMENT; APPOINTING BOARDS OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition ("Petition") was filed with the City requesting adoption by resolution the approval of the creation of five (5) public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended ("PID Act") and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the City and the annexation or withdrawal of any portion of the boundaries of the Districts therefrom without further approval or hearings of the City or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure Districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the Districts ("Property Owners"); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, held public hearings after 6:00 p.m. to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts' boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the Districts before the public hearing on the Petition; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Section 17D-4-202(c) of the PID Act because they are agents of property owners within the Districts' boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document ("Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the City and the Districts, attached to the Governing Document as Governing Document Exhibit D; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for each of the Districts a Notice of Boundary Action attached hereto as Exhibit C ("Boundary Notices") and Final Entity Plat attached to each as Boundary Notices Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) ("Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved and confirmed.

2. The Districts are hereby created as separate entities from the City in accordance with the Governing Document and the Act. The boundaries of the Districts shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation or withdrawal of any area within the Annexation Area (as defined in the Governing Document) into or from the Districts, as applicable, without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the Districts is appropriate to the general welfare, order and security of the City, and the organization of the Districts pursuant to the PID Act is hereby approved.

6. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibit B is hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Trustees of each Board of the Districts shall be initially composed of the same members. The initial Boards of the Districts are hereby appointed as follows:

(a) Trustee 1 – Jim Giles, for an initial 6-year term;

(b) Trustee 2 – Nate Shipp, for an initial 4-year term;

(c) Trustee 3 – Bryan Flamm, for an initial 6-year term;

(f) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

8. The Council does hereby authorize the Mayor or a Councilmember to execute the Boundary Notices in substantially the form attached as Exhibit C, the Plats, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of certificates of creation for all Districts, the Council does hereby authorize the Mayor, a Councilmember, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notices or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. The Boards of Trustees of the Districts (the "District Boards") are hereby authorized and directed to record such Governing Document with the recorder of Salt Lake County within thirty (30) days of the issuance of the Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than thirty (30) days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Mayor, a Councilperson, or the City Attorney.

PASSED AND ADOPTED by the City Council of Herriman City, Utah, this December 11, 2024.

HERRIMAN, UTAH

By:_____
Mayor

ATTEST:

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

GOVERNING DOCUMENT

EXHIBIT C

NOTICES OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(Panorama Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Panorama Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Panorama Public Infrastructure District No. 2)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Panorama Public Infrastructure District No. 2 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Panorama Public Infrastructure District No. 3)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Panorama Public Infrastructure District No. 3 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 3

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Panorama Public Infrastructure District No. 4)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Panorama Public Infrastructure District No. 4 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 4

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Panorama Public Infrastructure District No. 5)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Panorama Public Infrastructure District No. 5 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for PANORAMA PUBLIC INFRASTRUCTURE DISTRICT NO. 5

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

HERRIMAN CITY

STAFF REPORT

DATE: December 6, 2024

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: **Discussion and consideration of a resolution approving a petition to create one or more Public Infrastructure Districts and authorizing the execution of the Public Infrastructure District governing document for the Soleil Hills Master Planned Development**

RECOMMENDATION:
Staff recommends that the City Council approve the petition to create the Soleil Hills Public Infrastructure District (PID) and authorize the execution of the PID governing document.

ISSUE BEFORE COUNCIL:
Should the City Council approve a petition to create the Soleil Hills PID and authorize the execution of the Soleil Hills PID governing document?

BACKGROUND/SUMMARY:
A Public Infrastructure District (PID) is an entity that can be created by a landowner or group of landowners to assist in financing public infrastructure for new development. PIDs were introduced in 2019 via Utah Senate Bill 288 and are governed under Utah State Code Title 17B. Upon approval of a PID by the City, the PID Board may elect to issue special assessment, general obligation, or limited tax bonds which can be repaid by an ad valorem property tax that cannot exceed the terms agreed to between the PID and the City. The debt liability associated with a PID is not the liability of the City and the formation of a PID requires 100% consent from all property owners included in the PID boundary. All infrastructure funding by the PID must be public. The design and construction of PID infrastructure are required to be reviewed and approved by the City.

Herriman City has adopted a policy for PIDs, which requires an entity requesting a PID first to submit a letter of intent (LOI). The LOI is reviewed by the Community Development Committee and if all items submitted comply with the requirements of the PID Policy, then the item is allowed to proceed to the City Council. The applicant then is required to prepare a Governing Document for their proposed PID that clearly defines the terms, obligations, and

scope of the PID. The final step in the PID approval process is the adoption of the Governing Document and approval of an Interlocal Agreement between the City and the PID.

DISCUSSION:

Development Associates Inc. has submitted a petition to the City requesting approval for the creation of the Soleil Hills PID and has submitted a PID governing document. These items were discussed during the city council work meeting held on November 13, 2024. Key elements of the Soleil Hills PID are as follows:

- The initial district boundaries include 5 districts
    - District 1 encompasses 289.8 acres
    - Districts 2-5 encompass 100 sq. ft. each
        - A plat will be approved and recorded for each district.
- The future PID annexation area includes a total of approximately 264.755 acres
    - The area outside of the 5 sub-districts but within the 264.755 acres will be allowed to be included in the PID according to the requirements as follows:
        - Each sub-district may be "activated" by plat amendment. Each plat amendment will expand the footprint of the sub-district to the area required for the phase of improvements.
        - Expansion is only allowed to occur within the 264.755-acre future annexation area.
            - All property owners within the new footprint must consent to being included in the district being "activated"
            - Expansion into the annexation area will not require additional approval(s) from the creating entity (City Council).
- The total estimated cost of the infrastructure improvements to be funded by the PID is $55,000,000
- The proposed maximum debt mill levy of $0.005 (5 Mills) per dollar of taxable value of taxable property within the district.
- Maximum debt mill levy imposition term is 40 years.

State Code does not allow a municipality to collect an impact fee for any infrastructure if funding for the infrastructure is included in a PID. The petitioner has identified that the culinary water improvements will not be funded by the PID, so Herriman City will still collect a water impact fee for all new developments in the PID boundary. The water impact fees collected from the project area will be utilized to fund various water improvements in the area and pay back a bond that was issued for the construction of a culinary water pump station and water storage tanks (currently under construction) that will serve the south end of Herriman City. The PID will fund the construction of all public roadways, park, sewer, and storm drain improvements in the district. As such, impact fees will not be collected from new development for those infrastructure improvements. PIDs are required to follow the state's procurement processes when contracting for design and construction services and are audited by the state to ensure the correct processes are being followed. All infrastructure improvements constructed by the PID are required to be reviewed, inspected, and approved by the City prior to final acceptance by the City.

The debt mill levy will be assessed on properties in the district as part of the annual property tax notice by Salt Lake County. The governing document requires that the PID send out notices to all property owners within the PID notifying them of the existence of the PID before they receive their county tax notice.

ALTERNATIVES:

The council could:

1. **Approve the request to create the Soleil Hills PID and authorize execution of the PID governing document. [RECOMMENDED]**
2. Continue the proposal and request additional information.
3. Deny the request.

FISCAL IMPACT:

A fiscal analysis was completed which estimated the amount of impact fees that would be collected for the Panorama/Soleil Hills area assuming the current adopted impact fee for each system, see table 1 below.

Impact Fees

Fee Type	Amount
Water	$12,640,400
Transportation	$3,641,100
Parks	$1,493,400
Safety	$219,900
Fire	$150,600
Storm Water	$110,400
Total	**$18,255,800**

Table 1. Anticipated Impact Fee Revenues

The creation of this PID will result in the city not collecting impact fees for transportation, parks, and stormwater. Additionally, the city will not be responsible for funding the construction of those improvements. The city will collect the water impact fee, which it will use to pay for the pump station, water tanks, and transmission water lines. These improvements are currently under construction and are being paid for with a bond. The city will use the water impact fee revenues it collects from the project to pay for the bond.

The PID will only fund the construction of public infrastructure improvements, it will not fund the ongoing operations and maintenance costs for those improvements. Those costs will be the responsibility of the City.

ATTACHMENTS:

1. Soleil Hills PID Petition
2. Soleil Hills PID Governing Document
3. Summary of Petitioner's Responses to Governing Document Evaluation
4. Final Local Entity Plat(s)

PETITION REQUESTING THE CREATION OF PUBLIC INFRASTRUCTURE DISTRICTS IN HERRIMAN, UTAH

(SOLEIL HILLS)

November 20, 2024

Herriman City
Attn: Jackie Nostrom, City Recorder
cc: Blake Thomas, Community Development Director
5355 West Herriman Main Street
Herriman, Utah 84096

The undersigned (the "Petitioner") hereby requests that Herriman City, Utah (the "City") create five public infrastructure districts (the "Districts") pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (collectively, the "Act"). The Petitioner requests the Districts in order to assist in the financing of public infrastructure relating to the development of a project known as South Hills (the "Development").

I. PETITIONER:

WASATCH SOUTH HILLS DEVELOPMENT CO, LLC
Attn; Craig Martin
Mailing address:
299 South Main Street, Ste: 2345
Salt Lake City, UT. 84111

Entity address:
595 South Riverwoods Parkway
Logan, UT. 84321

II. CONTACT SPONSOR:

Craig Martin
(See above for contact information)

Each Petitioner constitutes a sponsor, with Craig Martin designated as the contact sponsor. There are no registered voters residing within the proposed Initial District Boundaries or the Annexation Area.

III. INITIAL DISTRICT BOUNDARIES; ANNEXATION AREA:

The Petitioners request the District(s) initially be comprised of part of Salt Lake County Parcel Number 33-17-400-014, (the "Initial District Boundaries"), as described in Exhibit A. Additionally, in accordance Section 17D-4-201(3) of the Act, the Petitioners request the City approve the annexation or withdrawal of all or a portion of the Annexation Area (as depicted in Exhibit B) into or from the Districts upon consent, if any, by the owners and registered voters, if any, within such portion thereof. See Exhibit B for a map of the proposed Initial District Boundaries and the Annexation Area.

IV. REQUESTED SERVICE:

Petitioner requests the Districts be created for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act, including, but not limited to the construction of a right-of-way, all as shall be further described in a governing document relating to the District.

V. BOARD OF TRUSTEES:

Petitioner proposes that the Board of Trustees for the District be initially composed of 3 members appointed by the City Council and comprised of property owners, their agents, or officers, as follows:

a. Matt Wilcox
299 South Main Street, Ste: 2345
Salt Lake City, UT. 84111

b. Leif Smith
299 South Main Street, Ste: 2345
Salt Lake City, UT. 84111+

c. Alex Dahlstrom
299 South Main Street, Ste: 2345
Salt Lake City, UT. 84111

VI. REPRESENTATIONS:

Petitioner hereby represents and warrants that:

a. CRAIG MARTIN is authorized to sign on behalf of the Petitioner;

b. The Petitioner is the sole owner of the real property included within the Initial District Boundaries;

c. This Petition is signed by 100% of the surface property owners of real property within the Initial District Boundaries;

d. The Petitioner will not include any portion of the Annexation Area into the District without the consent of 100% of the surface property owners thereof and registered voters, if any, residing within such area;

e. There are no registered voters residing within the Initial District Boundaries; and

f. The proposed Trustees listed above are registered voters at their primary residence and are either a property owner or the agent or officer of a property owner.

VII. GENERAL CONSENT:

The Petitioners hereby consents to:

a. The creation of five public infrastructure districts within the Initial District Boundaries as described in the attached Exhibit A and depicted in the attached Exhibit B;

b. CRAIG MARTIN acting as the contact sponsor with respect to this Petition;

c. The annexation of the Annexation Area into the District upon the conveyance, if any, of any portion of such area;

d. A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17D-4-202(3)(a) of the Act;

e. A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act pursuant to Section 17D-4-201(2)(b) of the Act;

f. The issuance by the Districts of bonds repayable through property taxes and or special assessments.

VIII. BOND CONSENT:

The Petitioner hereby consents to:

a. The District issuing Limited Tax Bonds (the "Bonds") in a principal amount not to exceed Fifty Five Million dollars ($55,000,000) for the purpose of paying all or a portion of the costs of public infrastructure, as permitted under the Act, and the authorization and issuance of the Bonds due and payable with a term not to exceed forty (40) years from the date of issuance of the Bonds;

b. The Bonds being repaid from property taxes assessed against properties within the boundaries of the District, subject to a maximum mill levy of 0.005 per dollar of taxable value of taxable property in the District;

c. For any capital appreciation debt issued by the District, the par amount of such debt at issuance (and not the value at conversion) counting against the amount authorized herein; and

d. Recordation of a notice by the District of the consent to the Bonds against the District Boundaries.

This consent being binding and valid for 10 years, including against any and all successors in interest or title.

IX. ACKNOWLEDGMENT:

The Petitioner hereby acknowledges that:

a. Pursuant to Section 17D-4-301 of the Act, the foregoing consent to the issuance of the Bonds is sufficient to meet any statutory or constitutional election requirement necessary for the issuance of the limited tax bond; and

b. Such bonds may, without further election or consent of property owners or registered voters, be converted by the District to general obligation bonds, in accordance with the provisions of the Act.

X. ELECTRONIC MEANS; COUNTERPARTS:

This Petition may be conducted by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Petitioner has executed this Petition as of the date indicated above.

PETITIONER
WASATCH SOUTH HILLS DEVELOPMENT CO, LLC
A Utah limited liability company

CRAIG MARTIN, President

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

The foregoing Petition was acknowledged before me this 21 day of November 2024, by CRAIG, manager of WASATCH SOUTH HILLS DEVELOPMENT CO, LLC, a Utah limited liability company.

MATTHEW SCOTT WILCOX
Notary Public, State of Utah
Commission # 732110
My Commission Expires
01/13/2027

NOTARY PUBLIC

EXHIBIT A
INITIAL DISTRICT BOUNDARIES

PID #1: Wasatch Area Description

A parcel of land located in the West Half of Section 17, the Northwest quarter of Section 20 and the Northeast quarter of Section 19, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. More particularly described as follows:

Beginning at a point on the on the East Section Line of the Northeast Quarter of said Section 18, said point being North 88°45'22" East 2,564.86 feet and South 00°31'27" West 264.54 feet from the North Quarter Corner of said Section 18, and running thence;

South 73°51'45" East 126.38 feet;
thence Northerly along the arc of curve to the right a distance of 30.06 feet having a radius of 226.50 feet a central angle of 07°36'18" and chord bearing and distance of North 22°24'09" East 30.04 feet;
thence South 63°47'42" East 52.76 feet;
thence South 55°24'21" East 580.39 feet;
thence South 41°15'51" East 52.85 feet;
thence North 50°39'04" East 14.96 feet;
thence Northeasterly along the arc of curve to the right a distance of 4.92 feet having a radius of 31.15 feet a central angle of 09°03'22" and chord bearing and distance of North 54°21'02" East 4.92 feet;
thence South 52°55'04" East 745.26 feet;
thence North 00°35'03" East 1,130.14 feet;
thence North 00°36'05" East 60.03 feet;
thence North 88°45'17" East 67.04 feet;
thence South 14°32'42" East 33.17 feet;
thence South 59°29'31" East 183.42 feet;
thence North 68°06'02" East 82.52 feet;
thence South 52°54'50" East 604.55 feet;
thence South 61°01'46" East 565.16 feet;
thence North 89°25'24" West 583.11 feet;
thence South 00°38'36" West 450.00 feet;
thence South 89°21'24" East 300.00 feet;
thence North 00°38'36" East 150.00 feet;
thence South 89°21'24" East 299.98 feet;
thence North 00°38'37" East 9.55 feet;
thence South 89°21'23" East 50.00 feet;
thence North 00°38'37" East 253.72 feet;
thence South 59°33'35" East 353.75 feet;
thence South 56°41'50" East 736.27 feet;
thence South 41°29'39" East 83.89 feet;
thence South 56°41'50" East 234.49 feet;
thence South 71°28'31" East 86.25 feet;
thence South 56°41'50" East 404.57 feet;
thence South 55°24'28" East 404.23 feet;
thence South 54°04'46" East 129.28 feet;

thence South 56°41'50" East 133.05 feet;
thence South 36°36'07" East 174.63 feet;
thence South 56°39'24" East 177.55 feet;
thence South 86°35'23" East 114.36 feet;
thence South 50°37'11" East 404.48 feet;
thence South 46°01'31" East 30.34 feet;
thence North 89°41'28" West 267.43 feet;
thence North 89°08'29" West 1,322.78 feet;
thence South 00°05'40" East 823.94 feet;
thence North 89°34'37" West 722.94 feet;
thence South 00°11'00" East 354.66 feet;
thence Northwesterly along the arc of curve to the right a distance of 242.87 feet having a radius of 400.00 feet a central angle of 34°47'21" and chord bearing and distance of North 63°51'22" West 239.16 feet;
thence Northwesterly along the arc of curve to the left a distance of 163.62 feet having a radius of 250.00 feet a central angle of 37°29'59" and chord bearing and distance of North 65°12'41" West 160.72 feet;
thence North 83°57'41" West 387.98 feet;
thence Northwesterly along the arc of curve to the right a distance of 295.95 feet having a radius of 450.00 feet a central angle of 37°40'53" and chord bearing and distance of North 65°07'14" West 290.64 feet;
thence Westerly along the arc of curve to the left a distance of 847.79 feet having a radius of 800.00 feet a central angle of 60°43'06" and chord bearing and distance of North 76°38'21" West 808.67 feet;
thence South 73°00'06" West 202.74 feet; thence Westerly along the arc of curve to the right a distance of 260.28 feet having a radius of 400.00 feet a central angle of 37°16'56" and chord bearing and distance of North 88°21'26" West 255.71 feet;
thence North 69°42'58" West 28.01 feet;
thence Westerly along the arc of curve to the left a distance of 365.01 feet having a radius of 800.00 feet a central angle of 26°08'32" and chord bearing and distance of North 82°47'14" West 361.85 feet;
thence South 84°08'30" West 155.21 feet;
thence Westerly along the arc of curve to the right a distance of 386.70 feet having a radius of 500.00 feet a central angle of 44°18'45" and chord bearing and distance of North 73°42'07" West 377.13 feet;
thence North 51°27'57" West 86.65 feet;
thence North 00°42'54" West 433.54 feet;
thence South 89°28'41" West 1061.71 feet;
thence North 00°28'13" West 866.36 feet;
thence North 46°24'46" East 624.94 feet;
thence North 86°22'37" East 629.56 feet;
thence North 00°31'33" East 1,062.83 feet to the Point of Beginning.

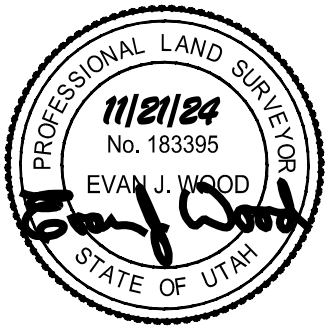
Containing 12,624,101 square feet or 289.809 acres, more or less.

PID #1 WASATCH AREA DESCRIPTION (LAND SWAP PARCEL)
PREPARED FOR
WASATCH & DAI
HERRIMAN, UTAH
November 21, 2024
20-0294

LANDSWAP PARCEL 32.40 acres

A tract of land being all of Parcels 33-17-127-001, 33-17-176-007, 33-17-127-003, and a part of parcels 33-17-176-012, 33-17-176-013, 33-17-100-024 & 33-07-400-016 as identified by the Salt Lake County Recorder's Office, said parcels all being located in the Northwest Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing: S00°54'21"E between the Northeast Corner and the East Quarter Corner of Section 18), located in Herriman City, Salt Lake County, Utah, being more particularly described as follows:
Beginning at a point located along the section line S00°54'21"E 127.33 feet and S89°05'39"W 43.11 feet from the Northeast Corner of Section 18, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S51°36'32"E 976.43 feet; thence N38°23'28"E 104.19 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 251.50 feet (radius bears: N19°03'19"E) a distance of 130.00 feet through a central angle of 29°37'00" Chord: S85°45'11"E 128.56 feet; thence N69°45'29"E 53.00 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 223.50 feet (radius bears: N69°45'29"E) a distance of 226.14 feet through a central angle of 57°58'17" Chord: N08°44'37"E 216.61 feet; thence N37°43'46"E 119.20 feet to the southwesterly right-of-way line of Mountain View Corridor (SR-85); thence along said right-of-way line the following five (5) courses: (1) S51°35'40"E 431.36 feet; thence (2) S59°26'36"E 36.61 feet; thence (3) S51°35'40"E 720.16 feet; thence (4) S48°34'37"E 284.95 feet; thence (5) S51°35'40"E 83.51 feet to that Special Warranty Deed recorded December 30, 2022 as Entry No. 14058200 in Book 11393 at Page 9077 in the Salt Lake County Recorder's Office; thence along said deed S37°37'21"W 201.10 feet; thence along the arc of a curve to the right with a radius of 455.00 feet a distance of 582.85 feet through a central angle of 73°23'43" Chord: S74°19'13"W 543.81 feet; thence N70°16'38"W 64.57 feet; thence N61°06'04"W 295.28 feet; thence N56°20'15"W 72.25 feet; thence N61°06'04"W 317.29 feet; thence along the arc of a curve to the left with a radius of 557.00 feet a distance of 234.57 feet through a central angle of 24°07'45" Chord: N73°09'56"W 232.84 feet; thence N51°22'30"W 943.68 feet; thence N40°21'34"W 19.77 feet to the Section line; thence along said Section Line N00°54'21"W 180.59 feet; thence N51°36'32"W 209.99 feet; thence N38°23'28"E 188.51 feet to the point of beginning.

32.40 acres ±



PID 2 - Staker Area Description

A parcel of land located in the West Half of Section 17, the Northwest quarter of Section 20 and the Northeast quarter of Section 19, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. More particularly described as follows:

Beginning at a point on the on the East Section Line of the Northeast Quarter of said Section 18, said point being North 88°45'22" East 2,564.86 feet and South 00°31'27" West 264.54 feet from the North Quarter Corner of said Section 18, and running thence;

South 00°31'33" West 1,131.58 feet;
thence South 86°22'37" West 629.56 feet;
thence South 46°24'46" West 624.94 feet;
thence South 00°28'13" East 866.36 feet;
thence North 89°28'41" East 1061.71 feet;
thence South 00°42'55" East 433.54 feet;
thence South 00°40'25" East 875.13 feet;
thence South 89°13'28" West 2,605.55 feet;
thence North 89°11'32" West 1,314.93 feet;
thence North 00°49'05" West 1,323.35 feet;
thence South 89°02'47" East 1,306.73 feet;
thence North 01°40'42" East 2,253.07 feet;
thence North 75°50'10" East 255.51 feet;
thence North 59°48'34" East 174.20 feet;
thence North 48°17'09" East 61.78 feet;
thence North 88°56'26" East 2,29.26 feet;
thence South 00°35'46" West 44.56 feet;
thence South 73°51'53" East 0.06 feet to the Point of Beginning.

Containing 10,154,221 square feet or 233.109 acres, more or less.

PID Area 3

Beginning at a point which is S57°15'52"E 1338.71 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

PID Area 4

Beginning at a point which is S56°54'21"E 1344.15 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

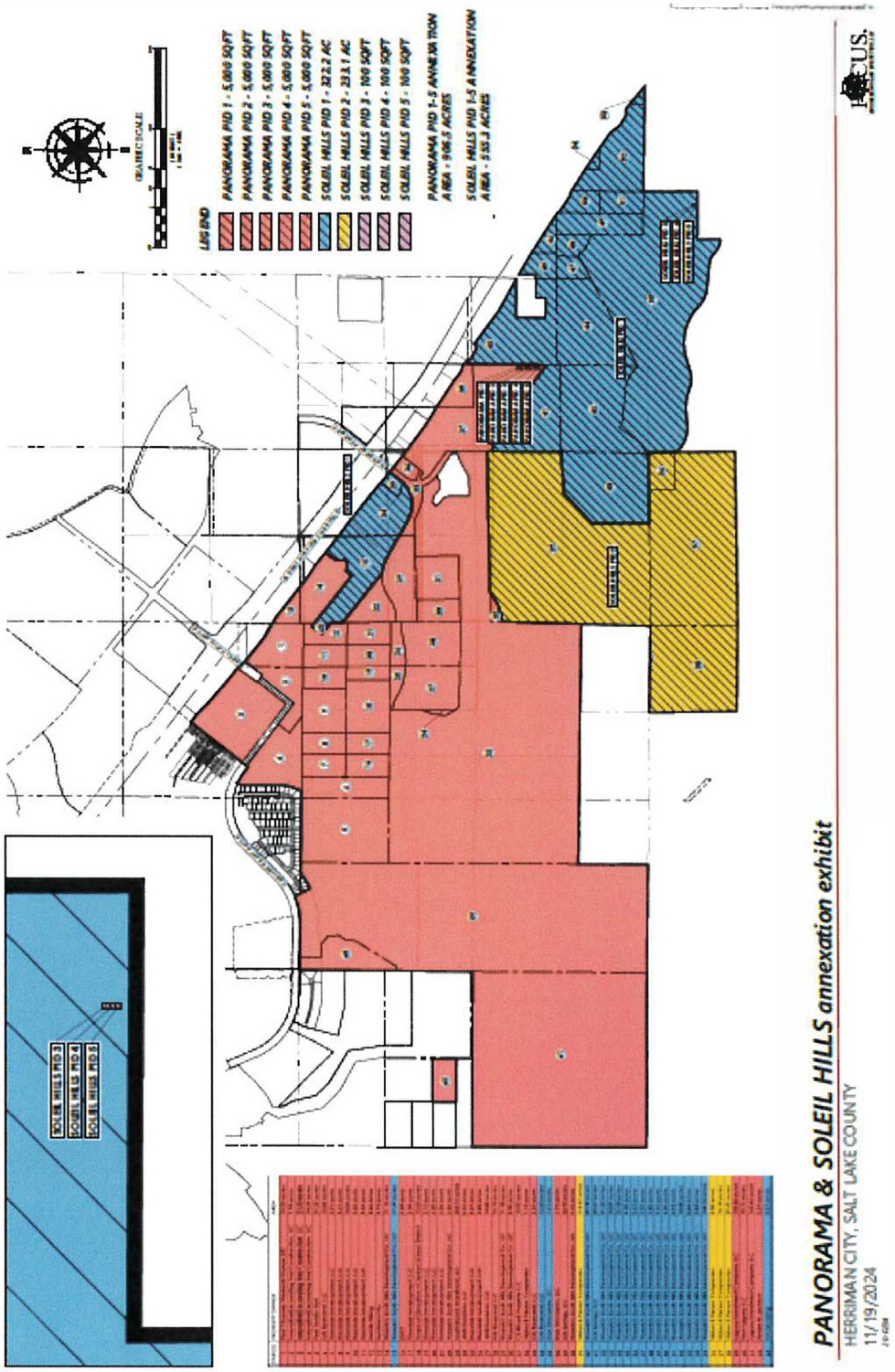
PID Area 5

Beginning at a point which is S56°33'00"E 1349.63 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

EXHIBIT B

MAP OF ANNEXATION AREA AND INITIAL DISTRICT BOUNDARIES



GOVERNING DOCUMENT

FOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 THROUGH 5

HERRIMAN, UTAH

Prepared by:

Gilmore & Bell, P.C.
Salt Lake City, Utah

Approved by the Herriman City Council: _____

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I. INTRODUCTION

A. Purpose and Intent

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Need for the Districts

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts' Governing Document

The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or both of the Districts (or interlocal entity formed by the Districts). All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or fees and Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or other relevant public entity with written consent of the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt of such District, disbursed or assigned all Fees payable to such District, disbursed of all assets of such District, and if the District has authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Fees, Assessments or a mill levy). It is the intent of this Governing Document that Fees be paid at or before the time of conveyance of such parcel to an End User and to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy

Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries means the boundaries of the area depicted in the Annexation Area Boundary Map which have been approved by the City for annexation into or withdrawal from any of the District upon the meeting of certain requirements.

Annexation Area Boundary Map means the map attached hereto as **Exhibit C**, describing the property proposed for annexation into or withdrawal from any of the Districts.

Assessment means (i) the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property; or (ii) an assessment by a District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act Means, collectively: (i) Title 11, Chapter 42, Utah Code as may be amended from time to time; and (ii) the C-PACE Act.

Board means the board of trustees of one District or the boards of trustees of all Districts, in the aggregate.

Bond, Bonds, or Debt means bonds or other obligations, including loans of any property owner, for the payment of which any District has promised to impose an ad valorem property tax mill levy, impose Fees, and/or collect Assessments.

C-PACE Act means Title 11, Chapter 42a of the Utah Code, as amended from time to time.

C-PACE Bonds means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments means assessments levied under the C-PACE Act.

City means Herriman, Utah.

City Code means the City Code of Herriman, Utah.

City Council means the City Council of Herriman, Utah.

District means any one of the Soleil Hills Infrastructure District Nos. 1 through 5.

District Act means the Special District Act and the PID Act.

District No. 1 means the Soleil Hills Public Infrastructure District No. 1.

District No. 2 means the Soleil Hills Public Infrastructure District No. 2.

District No. 3 means the Soleil Hills Public Infrastructure District No. 3.

District No. 4 means the Soleil Hills Public Infrastructure District No. 4.

District No. 5 means the Soleil Hills Public Infrastructure District No. 5.

Districts means District No. 1, District No. 2, District No. 3, District No. 4, and District No. 5.

District Area means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User means any owner, or tenant of any owner, of any improvement within the Districts, who is intended to become the ultimate user of such improvement. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees means one or more fees imposed by any District for the payment of costs of administering the Districts, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to Section 17D-4-302 of the PID Act or Section 17B-1-103(j) of the Special District Act.

Financial Plan means the Financial Plan described in Section VIII which describes: (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes or Fees for the first budget year.

General Obligation Debt means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and the applicable state law and approved by the Boards in accordance with applicable state law.

Initial District Boundaries means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map means the map attached hereto as **Exhibit C**, describing the initial boundaries of the Districts.

Limited Tax Debt means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VIII.D below.

Maximum Debt Mill Levy Imposition Term means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.E below.

Municipal Advisor means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project means collectively, the developments or properties commonly referred to as Soleil Hills and South Hills.

PID Act means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act to serve the future property owners and inhabitants of the District Area as determined by the Board.

Regional Improvements means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act means Title 17B of the Utah Code, as amended from time to time.

State means the State of Utah.

Taxable Property means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

Trustee means a member of the Board.

Utah Code means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 322.2 acres (comprised of 5 Districts). The Annexation Area Boundaries includes approximately 555.3 acres and includes the Initial District Boundaries. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Utah Code Ann. § 17B-4-201, subject to Article V below.

IV. PROPOSED LAND USE

The District Area consists of approximately 555.3 acres of undeveloped land. Approval of this Governing Document by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is separately approved by the City in accordance with the City Code.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Governing Document Amendment

The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation

The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The nature, type, phasing, and intensity of development that the Public Improvements will support within the District Area is set forth in one or more separate and independent development agreements applicable to the District Area. The Districts shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the development agreement(s) and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.

2. *[reserved]*

3. Construction Standards Limitations

The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Public Improvements shall be subject to the ordinary inspection and approval procedures of the City and other governmental entities having proper jurisdiction.

4. Procurement

The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that such District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

5. Privately Placed Debt Limitation

Prior to the issuance of any privately placed Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

> *We are [I am] a Municipal Advisor within the meaning of the District's Governing Document. We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.*

6. Annexation and Withdrawal

(a) The Districts shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into any of the Districts. Such area may only be annexed upon such District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of such District's Board approving such annexation.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from any of the Districts. Such area may only be withdrawn upon such District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of such District's Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, such District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation

The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally the Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

8. Initial Debt

Upon the issuance of a certificate of creation of a District issued by the Office of the Lieutenant Governor of the State of Utah, such District shall be permitted to: (i) issue Debt; and/or (ii) impose a mill levy for the payment of Debt and collect Fees and Assessments for the purpose of repayment of Debt.

9. No Debt Issuance Limitation

So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District.

10. Bankruptcy Limitation

All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-9 above or in VIII.B-G shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of resolutions of the City and the Districts approving such amendment.

B. Preliminary Engineering Survey

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, as specified application materials relating to the Districts and as may be further defined in an applicable development agreement. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Fifty-Five Million Dollars ($55,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District may be clarified in an interlocal agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Governing Document. Said interlocal agreement may be amended by mutual agreement of the Districts without the need to amend this Governing Document.

VI. THE BOARD OF TRUSTEES

A. Board Composition

Each Board shall be composed of 3 Trustees who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of 4 years; Trustees 1 and 3 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such District.

B. Future Board Composition

1. Districts without Registered Voters

So long as there are no registered voters within a District, the respective board seats for such District shall continue to be appointed by the City from the candidates recommended by owners of land within such District and comprised of owners of land or their agents and officers who are registered voters at their principal residence.

2. Districts with Registered Voters

Prior to the issuance of Bonds by a District anticipated to have Registered Voters, such District shall estimate the number of certificates of occupancy to be issued by the City within such District (the "Estimated COO"). Upon attainment of the Estimated COO, the respective board seats for such District's Board shall transition from appointed to elected seats following the expiration of the then current term for such Board member. Seats on the Board may transition prior to attainment of the Estimated COO if approved in a resolution adopted by such Board.

C. Reelection and Reappointment

Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

D. Vacancy

Any vacancy on the Board shall be filled pursuant to the Special District Act.

E. Compensation

Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest

Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by such District. In addition, the Districts shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments, Fees, and other legally available revenues. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District. The total Debt shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all Taxable Property within the District, Fees, and Assessments. The District may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Limitations on Fees and Assessments

(a) All Fees and Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be payable at or before the time of conveyance of such parcel to an End User. There is no maximum amount of Fees that may be imposed by a District, provided that all such fees shall be related to administrative expenses of the District, the

provision of Public Improvements, and debt service on Bonds relating thereto.

(b) Any Assessments issued under the C-PACE Act may be repayable in accordance with the provisions of such statute.

D. Maximum Debt Mill Levy

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.005 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

E. Maximum Debt Mill Levy Imposition Term

Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding Forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

F. Debt Repayment Sources

The Districts may impose a mill levy on taxable property within its boundaries and Fees as primary sources of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the Districts shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The Districts shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Fees, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Fees, Assessments, or impact fees, but is intended to prevent double charging of End Users for the costs of Public Improvements.

G. Debt Instrument Disclosure Requirement

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

H. Security for Debt

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

I. Districts' Operating Costs

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be Two Hundred Fifty Thousand Dollars ($250,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues. It is anticipated that the operating budget will increase at approximately two percent (2%) each year after the first year.

J. Bond and Disclosure Counsel

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts have agreed to utilize Gilmore & Bell, P.C. as bond and disclosure counsel with respect to District Bonds.

IX. ANNUAL REPORT

A. General

Each of the District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days following the end of such District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.

2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);

3. Names and terms of Board members and officers; the Estimated COO for such District, if changed; and progress towards milestones required for transition to elected Board;

4. District office contact information, if changed;

5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;

7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;

8. A list or table of all Fees or Assessments imposed by the District, if changed;

9. A table summarizing total debt issued by the District as well as any presently planned debt issuances;

10. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

11. Current year budget including a description of the Public Improvements to be constructed in such year;

12. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);

13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes, collected or assigned all Fees payable to such District, and disbursed of all assets of such District.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the issuance of a certificate of incorporation for the Districts, each Board shall record a notice with the recorder of Salt Lake County. Such notice shall: (i) contain a description of the boundaries of the District; (ii) state that a copy of this Governing Document is on file at the office of the City; (iii) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (iv) state the Maximum Debt Mill Levy of the District; and (v) if applicable, state

that the debt may convert to general obligation debt and outline the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

1. All of the information in the first paragraph of this Section XI;

2. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

> *"Under the maximum property tax rate of the District, for every $100,000 of taxable value, there would be an additional annual property tax of $[500] for the duration of the District's Bonds."*

3. Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such End User acknowledging the foregoing.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit D**. In the event of any conflict between the terms this Governing Document and the Interlocal Agreement, this Governing Document shall control. The Districts shall approve the Interlocal Agreement in the form attached as **Exhibit D** at their first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.

EXHIBIT A

Legal Descriptions

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1

A parcel of land located in the West Half of Section 17, the Northwest quarter of Section 20 and the Northeast quarter of Section 19, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. More particularly described as follows:
Beginning at a point on the on the East Section Line of the Northeast Quarter of said Section 18, said point being North 88°45'22" East 2,564.86 feet and South 00°31'27" West 264.54 feet from the North Quarter Corner of said Section 18, and running thence;
South 73°51'45" East 126.38 feet;
thence Northerly along the arc of curve to the right a distance of 30.06 feet having a radius of 226.50 feet a central angle of 07°36'18" and chord bearing and distance of North 22°24'09" East 30.04 feet;
thence South 63°47'42" East 52.76 feet;
thence South 55°24'21" East 580.39 feet;
thence South 41°15'51" East 52.85 feet;
thence North 50°39'04" East 14.96 feet;
thence Northeasterly along the arc of curve to the right a distance of 4.92 feet having a radius of 31.15 feet a central angle of 09°03'22" and chord bearing and distance of North 54°21'02" East 4.92 feet;
thence South 52°55'04" East 745.26 feet;
thence North 00°35'03" East 1,130.14 feet;
thence North 00°36'05" East 60.03 feet;
thence North 88°45'17" East 67.04 feet;
thence South 14°32'42" East 33.17 feet;
thence South 59°29'31" East 183.42 feet;
thence North 68°06'02" East 82.52 feet;
thence South 52°54'50" East 604.55 feet;
thence South 61°01'46" East 565.16 feet;
thence North 89°25'24" West 583.11 feet;
thence South 00°38'36" West 450.00 feet;
thence South 89°21'24" East 300.00 feet;
thence North 00°38'36" East 150.00 feet;
thence South 89°21'24" East 299.98 feet;
thence North 00°38'37" East 9.55 feet;
thence South 89°21'23" East 50.00 feet;
thence North 00°38'37" East 253.72 feet;
thence South 59°33'35" East 353.75 feet;
thence South 56°41'50" East 736.27 feet;
thence South 41°29'39" East 83.89 feet;
thence South 56°41'50" East 234.49 feet;
thence South 71°28'31" East 86.25 feet;
thence South 56°41'50" East 404.57 feet;
thence South 55°24'28" East 404.23 feet;
thence South 54°04'46" East 129.28 feet;
thence South 56°41'50" East 133.05 feet;
thence South 36°36'07" East 174.63 feet;
thence South 56°39'24" East 177.55 feet;
thence South 86°35'23" East 114.36 feet;
thence South 50°37'11" East 404.48 feet;
thence South 46°01'31" East 30.34 feet;
thence North 89°41'28" West 267.43 feet;
thence North 89°08'29" West 1,322.78 feet;
thence South 00°05'40" East 823.94 feet;
thence North 89°34'37" West 722.94 feet;

thence South 00°11'00" East 354.66 feet;
thence Northwesterly along the arc of curve to the right a distance of 242.87 feet having a radius of 400.00 feet a central angle of 34°47'21" and chord bearing and distance of North 63°51'22" West 239.16 feet;
thence Northwesterly along the arc of curve to the left a distance of 163.62 feet having a radius of 250.00 feet a central angle of 37°29'59" and chord bearing and distance of North 65°12'41" West 160.72 feet;
thence North 83°57'41" West 387.98 feet;
thence Northwesterly along the arc of curve to the right a distance of 295.95 feet having a radius of 450.00 feet a central angle of 37°40'53" and chord bearing and distance of North 65°07'14" West 290.64 feet;
thence Westerly along the arc of curve to the left a distance of 847.79 feet having a radius of 800.00 feet a central angle of 60°43'06" and chord bearing and distance of North 76°38'21" West 808.67 feet;
thence South 73°00'06" West 202.74 feet; thence Westerly along the arc of curve to the right a distance of 260.28 feet having a radius of 400.00 feet a central angle of 37°16'56" and chord bearing and distance of North 88°21'26" West 255.71 feet;
thence North 69°42'58" West 28.01 feet;
thence Westerly along the arc of curve to the left a distance of 365.01 feet having a radius of 800.00 feet a central angle of 26°08'32" and chord bearing and distance of North 82°47'14" West 361.85 feet;
thence South 84°08'30" West 155.21 feet;
thence Westerly along the arc of curve to the right a distance of 386.70 feet having a radius of 500.00 feet a central angle of 44°18'45" and chord bearing and distance of North 73°42'07" West 377.13 feet;
thence North 51°27'57" West 86.65 feet;
thence North 00°42'54" West 433.54 feet;
thence South 89°28'41" West 1061.71 feet;
thence North 00°28'13" West 866.36 feet;
thence North 46°24'46" East 624.94 feet;
thence North 86°22'37" East 629.56 feet;
thence North 00°31'33" East 1,062.83 feet to the Point of Beginning.

Containing 12,624,101 square feet or 289.809 acres, more or less.

AND

A tract of land being all of Parcels 33-17-127-001, 33-17-176-007, 33-17-127-003, and a part of parcels 33-17-176-012, 33-17-176-013, 33-17-100-024 & 33-07-400-016 as identified by the Salt Lake County Recorder's Office, said parcels all being located in the Northwest Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing: S00°54'21"E between the Northeast Corner and the East Quarter Corner of Section 18), located in Herriman City, Salt Lake County, Utah, being more particularly described as follows:
Beginning at a point located along the section line S00°54'21"E 127.33 feet and S89°05'39"W 43.11 feet from the Northeast Corner of Section 18, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S51°36'32"E 976.43 feet; thence N38°23'28"E 104.19 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 251.50 feet (radius bears: N19°03'19"E) a distance of 130.00 feet through a central angle of 29°37'00" Chord: S85°45'11"E 128.56 feet; thence N69°45'29"E 53.00 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 223.50 feet (radius bears: N69°45'29"E) a distance of 226.14 feet through a central angle of 57°58'17" Chord: N08°44'37"E 216.61 feet; thence N37°43'46"E 119.20 feet to the southwesterly right-of-way line of Mountain View Corridor (SR-85); thence along said right-of-way line the following five (5) courses: (1) S51°35'40"E 431.36 feet; thence (2) S59°26'36"E 36.61 feet; thence (3) S51°35'40"E 720.16 feet; thence (4) S48°34'37"E 284.95 feet; thence (5) S51°35'40"E 83.51 feet to that Special Warranty Deed recorded December 30, 2022 as Entry No. 14058200 in Book 11393 at Page 9077 in the Salt Lake County Recorder's Office; thence along said deed S37°37'21"W 201.10 feet; thence along the arc of a curve to the right with a radius of 455.00 feet a distance of 582.85 feet through a central angle of 73°23'43" Chord: S74°19'13"W 543.81 feet; thence N70°16'38"W 64.57 feet; thence N61°06'04"W 295.28 feet; thence N56°20'15"W 72.25 feet; thence N61°06'04"W 317.29 feet; thence along the arc of a curve to the left with a radius of 557.00 feet a distance of 234.57 feet through a central angle of 24°07'45" Chord: N73°09'56"W 232.84 feet; thence N51°22'30"W 943.68 feet; thence N40°21'34"W 19.77 feet to the Section line; thence along said Section

Line N00°54'21"W 180.59 feet; thence N51°36'32"W 209.99 feet; thence N38°23'28"E 188.51 feet to the point of beginning.
Containing 1,411,344 square feet or 32.40 acres ±

CONTAINING 14,035,445 SQ.FT. OR 322.209 ACRE +/-.

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 2

Beginning at a point which is S57°37'33"E 1333.33 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.
Containing 100 square feet, more or less.

CONTAINING 100 SQ.FT. OR 0.00229568 ACRE +/-.

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 3

Beginning at a point which is S57°15'52"E 1338.71 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.
Containing 100 square feet, more or less.

CONTAINING 100 SQ.FT. OR 0.00229568 ACRE +/-.

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 4

Beginning at a point which is S56°54'21"E 1344.15 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.
Containing 100 square feet, more or less.

CONTAINING 100 SQ.FT. OR 0.00229568 ACRE +/-.

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 5

Beginning at a point which is S56°33'00"E 1349.63 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.
Containing 100 square feet, more or less.

CONTAINING 100 SQ.FT. OR 0.00229568 ACRE +/-.

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT ANNEXATION AREA

All of the legal descriptions above combined with the legal description below describe the total Annexation Area.

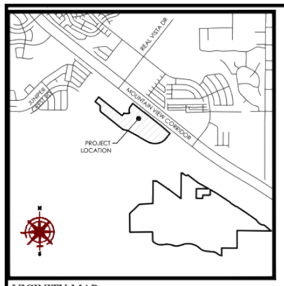
A parcel of land located in the West Half of Section 17, the Northwest quarter of Section 20 and the Northeast
quarter of Section 19, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. More
particularly described as follows:
Beginning at a point on the on the East Section Line of the Northeast Quarter of said Section 18, said point being
North 88°45'22" East 2,564.86 feet and South 00°31'27" West 264.54 feet from the North Quarter Corner of said
Section 18, and running thence;
South 00°31'33" West 1,131.58 feet;
thence South 86°22'37" West 629.56 feet;
thence South 46°24'46" West 624.94 feet;
thence South 00°28'13" East 866.36 feet;
thence North 89°28'41" East 1061.71 feet;
thence South 00°42'55" East 433.54 feet;
thence South 00°40'25" East 875.13 feet;
thence South 89°13'28" West 2,605.55 feet;
thence North 89°11'32" West 1,314.93 feet;
thence North 00°49'05" West 1,323.35 feet;
thence South 89°02'47" East 1,306.73 feet;
thence North 01°40'42" East 2,253.07 feet;
thence North 75°50'10" East 255.51 feet;
thence North 59°48'34" East 174.20 feet;
thence North 48°17'09" East 61.78 feet;
thence North 88°56'28" East 2,129.26 feet;
thence South 00°35'46" West 44.56 feet;
thence South 73°51'53" East 0.06 feet to the Point of Beginning.
Containing 10,154,221 square feet or 233.109 acres, more or less.

OVERALL PARCEL CONTAINS: 555.30 ACRES+/-

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No. 1

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NE 1/4 OF SECTION 18 & THE NW 1/4 OF SECTION 17
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

BOUNDARY
SECTION LINE
TIE LINE
SECTION MONUMENT (FOUND)

GRAPHIC SCALE

(IN FEET)
1 inch = ft.150

BOUNDARY DESCRIPTION 32.40 ACRES +/-

A tract of land being all of Parcels 33-17-127-001, 33-17-176-007, 33-17-127-003, and a part of parcels 33-17-176-012, 33-17-176-013, 33-17-100-024 & 33-07-400-016 as identified by the Salt Lake County Recorder's Office, said parcels all being located in the Northwest Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing: S00°54'21"E between the Northeast Corner and the East Quarter Corner of Section 18), located in Herriman City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located along the section line S00°54'21"E 127.33 feet and S89°05'39"W 43.11 feet from the Northeast Corner of Section 18, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S51°36'32"E 976.43 feet; thence N38°23'28"E 104.19 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 251.50 feet (radius bears: N19°03'19"E) a distance of 130.00 feet through a central angle of 29°37'00" Chord: S85°45'11"E 128.56 feet; thence N69°45'29"E 53.00 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 223.50 feet (radius bears: N69°45'29"E) a distance of 226.14 feet through a central angle of 57°58'17" Chord: N08°44'37"E 216.61 feet; thence N37°45'46"E 119.20 feet to the southwesterly right-of-way line of Mountain View Corridor (SR-85); thence along said right-of-way line the following five (5) courses: (1) S51°35'40"E 431.36 feet; thence (2) S59°26'36"E 36.61 feet; thence (3) S51°35'40"E 720.16 feet; thence (4) S48°34'37"E 284.95 feet; thence (5) S51°35'40"E 83.51 feet to that Special Warranty Deed recorded December 30, 2022 as Entry No. 14658,200 in Book 11393 at Page 9077 in the Salt Lake County Recorder's Office; thence along said deed S37°37'21"W 201.10 feet; thence along the arc of a curve to the right with a radius of 455.00 feet a distance of 582.85 feet through a central angle of 73°23'43" Chord: S74°19'13"W 543.81 feet; thence N70°16'38"W 64.57 feet; thence N61°06'04"W 295.28 feet; thence N56°20'15"W 72.25 feet; thence N61°06'04"W 317.29 feet; thence along the arc of a curve to the left with a radius of 557.00 feet a distance of 234.57 feet through a central angle of 24°07'45" Chord: N73°09'56"W 232.84 feet; thence N51°22'30"W 943.68 feet; thence N40°21'34"W 19.77 feet to the Section line; thence along said Section Line N00°54'21"W 180.59 feet; thence N51°36'32"W 209.99 feet; thence N38°23'28"E 188.51 feet to the point of beginning.

32.40 acres ±

NORTHWEST CLOSING CORNER OF SECTION 17, T4S, R1W, SLB&M 2" BRASS CAP & PIPE MONUMENT (FOUND)

N0°41'1"E 51.50' (NE COR. TO NW CLOSING COR.)

NORTHEAST CORNER OF SECTION 18, T4S, R1W, SLB&M STONE MONUMENT (FOUND)

127.33' (TIE)

S89°05'39"W 4.11' (TIE)

POINT OF BEGINNING

N38°23'28"E 188.51

N51°36'32"W 209.99

33-17-100-024 WASATCH SOUTH HILLS DEVELOPMENT CO, LLC

33-07-400-016 PAUL & VIDMARIE KNOUSE

S51°36'32"E 976.43

R=251.50 Δ=29°37'00" L=130.00 CH=S85°45'11"E 128.56

N69°45'29"E 53.00

R=223.50 Δ=57°58'17" L=226.14 CH=N8°44'37"E 216.61

N37°45'46"E 119.20

S51°35'40"E 431.36

S59°26'36"E 36.61

S48°34'37"E 284.95

S51°35'40"E 83.51

MOUNTAIN VIEW CORRIDOR (SR-85)

N40°21'34"W 19.77

N51°22'30"W 943.68

CH=N73°09'56"W 232.84 L=234.57 Δ=24°07'45" R=557.00

N61°06'04"W 317.29

N56°20'15"W 72.25

N61°06'04"W 295.28

CH=S74°19'13"W 543.81 L=582.85 Δ=73°23'43" R=455.00

S37°37'21"W 201.10

N70°16'38"W 64.57

32.40 ACRES +/-

33-17-100-024 WASATCH SOUTH HILLS DEVELOPMENT CO, LLC

33-17-176-008 DAI ROSECREST, LLC

33-17-176-016 DAI ROSECREST, LLC

33-17-176-014 BLUE FERN FARMS, LLC

(BASIS OF BEARING: EAST 1/4 COR. TO NE COR.) MEASURED: N0°54'21"W 2653.46'

EAST QUARTER CORNER OF SECTION 18, T4S, R1W, SLB&M 3" FLAT BRASS MONUMENT (FOUND)

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS ANNEXATION PID 2 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SHEET 1 OF 2

PREPARED BY

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.1 and annexed into the same.

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

FOR REVIEW

DATE

BOUNDARY DESCRIPTION 289.809 ACRES +/-

A parcel of land located in the West Half of Section 17, the Northwest quarter of Section 20 and the Northeast quarter of Section 19, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. More particularly described as follows:

Beginning at a point on the on the East Section Line of the Northeast Quarter of said Section 18, said point being North 88°45'22" East 2,564.66 feet and South 00°31'27" West 264.54 feet from the North Quarter Corner of said Section 18, and running thence;

South 73°51'49" East 126.38 feet;
thence Northerly along the arc of curve to the right a distance of 30.06 feet having a radius of 226.50 feet a central angle of 07°36'18" and chord bearing and distance of North 22°24'09" East 30.04 feet;
thence South 63°47'42" East 52.76 feet;
thence South 55°24'21" East 580.39 feet;
thence South 41°15'51" East 52.85 feet;
thence North 50°39'04" East 14.96 feet;
thence Northeasterly along the arc of curve to the right a distance of 4.92 feet having a radius of 31.15 feet a central angle of 09°03'22" and chord bearing and distance of North 54°21'02" East 4.92 feet;
thence South 52°55'04" East 745.26 feet;
thence North 00°35'03" East 1,130.14 feet;
thence North 00°36'05" East 60.03 feet;
thence North 88°45'17" East 67.04 feet;
thence South 14°32'42" East 33.17 feet;
thence South 59°29'31" East 183.42 feet;
thence North 68°06'02" East 82.52 feet;
thence South 52°54'50" East 604.55 feet;
thence South 61°01'46" East 565.16 feet;
thence North 89°25'24" West 583.11 feet;
thence South 00°38'36" West 450.00 feet;
thence South 89°21'24" East 300.00 feet;
thence North 00°38'36" East 150.00 feet;
thence South 89°21'24" East 299.98 feet;
thence North 00°38'37" East 9.55 feet;
thence South 89°21'23" East 50.00 feet;
thence North 00°38'37" East 253.72 feet;
thence South 59°33'35" East 353.75 feet;
thence South 56°41'50" East 736.27 feet;
thence South 41°29'39" East 83.89 feet;
thence South 56°41'50" East 234.49 feet;
thence South 71°28'31" East 86.25 feet;
thence South 56°41'50" East 404.57 feet;
thence South 55°24'28" East 404.23 feet;
thence South 54°04'46" East 129.28 feet;
thence South 56°41'50" East 133.05 feet;
thence South 36°36'07" East 174.63 feet;
thence South 56°39'24" East 177.55 feet;
thence South 86°35'23" East 114.36 feet;
thence South 50°37'11" East 404.48 feet;
thence South 46°01'31" East 30.34 feet;
thence North 89°41'28" West 267.43 feet;
thence North 89°08'29" West 1,322.78 feet;
thence South 00°05'40" East 823.94 feet;
thence North 89°34'37" West 722.94 feet;
thence South 00°11'00" East 354.66 feet;
thence Northwesterly along the arc of curve to the right a distance of 242.87 feet having a radius of 400.00 feet a central angle of 34°47'21" and chord bearing and distance of North 63°51'22" West 239.16 feet;
thence Northwesterly along the arc of curve to the left a distance of 163.62 feet having a radius of 250.00 feet a central angle of 37°29'59" and chord bearing and distance of North 65°12'41" West 160.72 feet;
thence North 83°57'41" West 387.98 feet;
thence Northwesterly along the arc of curve to the right a distance of 295.95 feet having a radius of 450.00 feet a central angle of 37°40'53" and chord bearing and distance of North 65°07'14" West 290.64 feet;
thence Westerly along the arc of curve to the left a distance of 847.79 feet having a radius of 800.00 feet a central angle of 60°43'08" and chord bearing and distance of North 76°38'21" West 808.67 feet;
thence South 73°00'06" West 202.74 feet; thence Westerly along the arc of curve to the right a distance of 260.28 feet having a radius of 400.00 feet a central angle of 37°16'56" and chord bearing and distance of North 88°21'26" West 255.71 feet;
thence North 69°42'58" West 28.01 feet;
thence Westerly along the arc of curve to the left a distance of 365.01 feet having a radius of 800.00 feet a central angle of 26°08'32" and chord bearing and distance of North 82°47'14" West 361.85 feet;
thence South 84°08'30" West 155.21 feet;
thence Westerly along the arc of curve to the right a distance of 366.70 feet having a radius of 500.00 feet a central angle of 41°18'45" and chord bearing and distance of North 73°42'07" West 377.13 feet;
thence North 51°27'57" West 86.65 feet;
thence North 00°42'54" West 433.54 feet;
thence South 89°28'41" West 1061.71 feet;
thence North 00°28'13" West 866.36 feet;
thence North 46°24'46" East 624.94 feet;
thence North 86°22'37" East 629.56 feet;
thence North 00°31'33" East 1,062.83 feet to the Point of Beginning.

Containing 12,624,101 square feet or 289.809 acres, more or less.

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL PUBLIC INFRASTRUCTURE DISTRICT No. 1

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NE 1/4 OF SECTION 18 & THE NW 1/4 OF SECTION 17
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

$_____ FEE

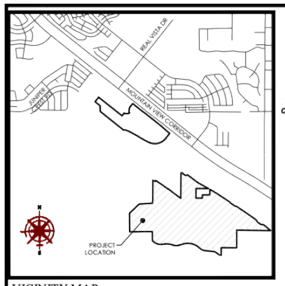
_____ DEPUTY SALT LAKE COUNTY RECORDER

Z:\2020\20-029\e Bid\Plat\SLP PROPERTY - BASE\Soleil 20-029 Plat\PID\SOLEIL HILLS ANNEXATION PID 1.DWG

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT 1

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SW 1/4 OF SECTION 17, NW 1/4 OF SECTION 20 AND THE NE 1/4 OF SECTION 19
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND
BOUNDARY
SECTION LINE
TIE LINE
SECTION MONUMENT (FOUND)

NORTHWEST CLOSING CORNER OF SECTION 17, T4S, R1W, SLB&M 2" BRASS CAP & PIPE MONUMENT (FOUND)

N0°44'11"E 51.50' (NE COR. TO NW CLOSING COR.)

NORTHEAST CORNER OF SECTION 18, T4S, R1W, SLB&M STONE MONUMENT (FOUND)

(BASIS OF BEARING EAST 1/4 COR. TO NE COR.) MEASURED: N0°44'21"W 2653.46'

EAST QUARTER CORNER OF SECTION 18, T4S, R1W, SLB&M 3" FLAT BRASS MONUMENT (FOUND)

S88°45'22"E 2,564.86' (TIE)

S0°31'27"W 264.54' (TIE)

N

S

GRAPHIC SCALE

(IN FEET)
1 inch = ft. 300

POINT OF BEGINNING

S73°51'53"E 126.38

R=226.50 Δ=7°36'18" L=30.06 CH=N22°24'09"E 30.04

S63°47'42"E 52.76

S58°47'42"E 224.53

S41°15'51"E 52.85

N50°39'04"E 14.96

R=31.10 Δ=9°03'22" L=4.92 CH=N54°21'02"E 4.92

S62°45'01"E 143.58

N0°28'53"E 1150.14

N0°11'27"E 1063.56

N86°21'45"E 629.81

N65°24'40"E 624.44

N0°28'19"W 888.25

S89°28'20"W 1061.99

N0°46'21"W 433.75

CH=N1°42'07"W 377.13 L=386.76 Δ=44°16'45" R=500.00

N51°32'40"W 87.81

S84°08'30"W 155.21

N69°42'58"W 28.01

R=800.00 Δ=26°08'32" L=365.01 CH=N82°47'14"W 361.86

202.14 S7°50'06"W

R=400.00 Δ=37°16'56" L=260.28 CH=N88°21'26"W 255.71

CH=N76°38'21"W 806.67 L=821.79 Δ=95°43'09" R=800.00

R=450.00 Δ=37°40'53" L=295.95 CH=N55°07'14"W 290.64

397.98 N83°57'41"W

R=250.00 Δ=37°23'09" L=163.62 CH=N65°12'41"W 160.72

554.65 S0°11'50"E

R=400.00 Δ=34°47'21" L=242.87 CH=N63°51'22"W 239.16

722.94 N89°34'37"W

623.84 S0°05'40"E

1322.78 N89°08'29"W

N89°41'28"W 267.43

S46°01'31"E 30.34

N88°45'17"E 67.04

S14°32'42"E 33.17

N68°06'02"E 62.52

S59°29'31"E 183.42

S52°45'29"E 624.53

S61°01'46"E 565.16

S63°33'35"E 253.76

S58°17'50"E 758.13

S41°29'39"E 83.89

S56°41'50"E 234.49

S71°28'31"E 86.25

S56°41'50"E 404.57

S54°04'46"E 129.28

S55°24'28"E 404.23

S56°41'50"E 133.05

S36°36'07"E 174.63

S56°39'24"E 177.55

S86°35'23"E 114.36

S50°37'1 404.48

583.11 N89°25'24"W

450.00 S0°38'36"W

S89°21'23"E 50.00

S89°21'24"E 299.98

N0°38'37"E 253.72

S89°21'24"E 300.00

N0°38'36"E 150.00

N0°38'37"E 9.55

289.809 +/-

33-17-300-006 STAKER & PARSON COMPANIES

33-17-400-021 DAI SPRINGS, LLC

MOUNTAIN VIEW CORRIDOR (SR-85)

SHEET 2 OF 3

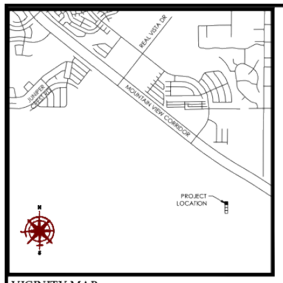
SOLEIL PUBLIC INFRASTRUCTURE DISTRICT No. 1
FINAL LOCAL ENTITY PLAT
LOCATED IN THE SW 1/4 OF SECTION 17, NW 1/4 OF SECTION 20 AND THE NE 1/4 OF SECTION 19
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.2

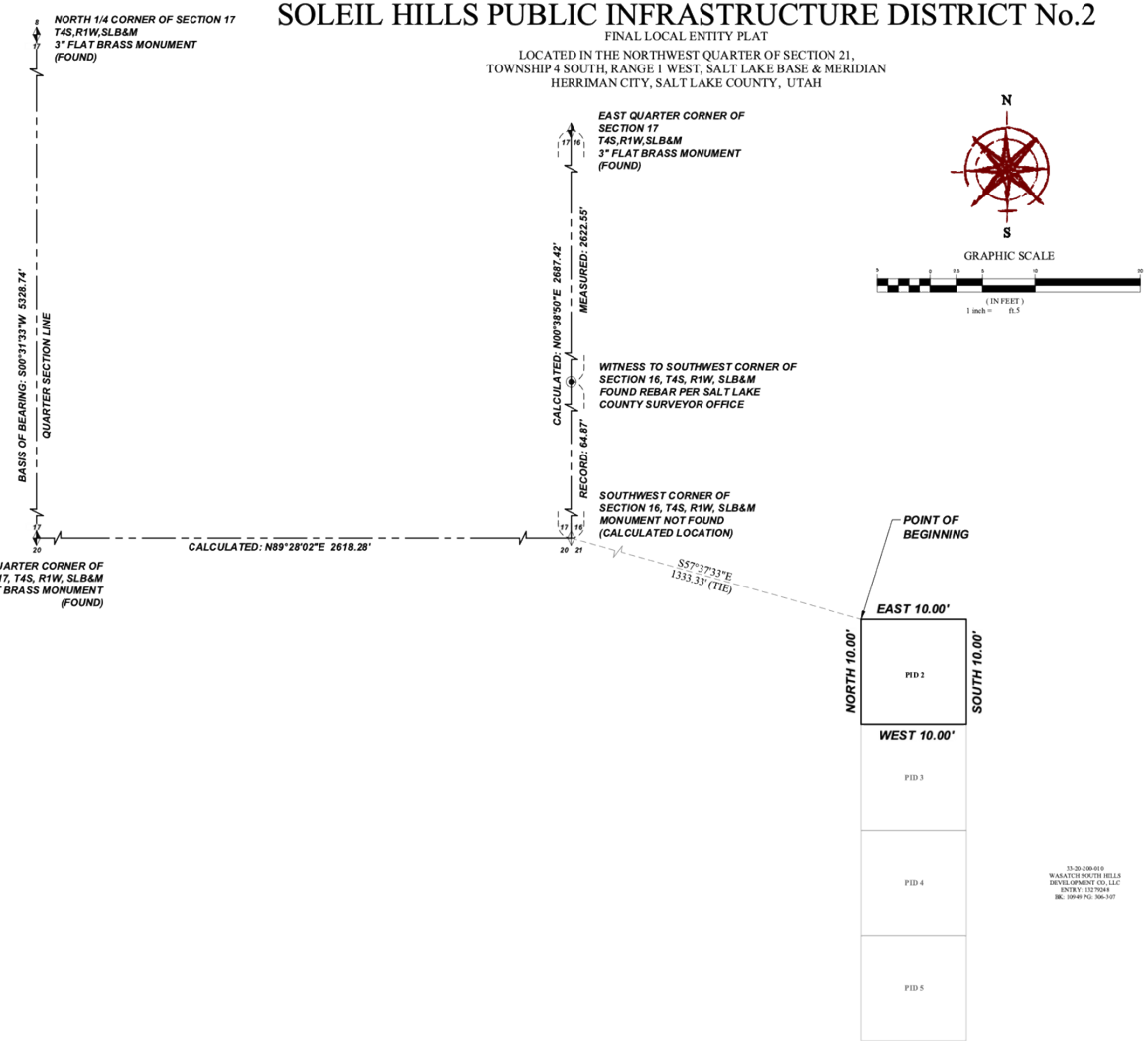
FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S.

LEGEND
- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)



SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.2 and annexed into the same.

FOR REVIEW

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

DATE

BOUNDARY DESCRIPTION

Beginning at a point which is S57°37'33"E 1333.33 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.2 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF _____, 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.2

FINAL LOCAL ENTITY PLAT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

$ _____
FEE

_____
DEPUTY SALT LAKE COUNTY RECORDER

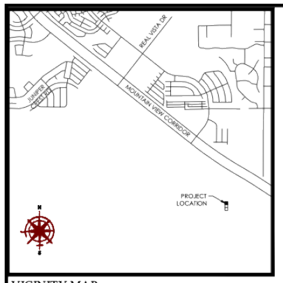
PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

P:\2020\20-029# &HOFFER PROPERTY DAVIDSON\20-029#\DWG\PLAT\SOLEIL HILLS ANNEXATION PLAT 2.dwg

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.3

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S.

LEGEND
- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)

NORTH 1/4 CORNER OF SECTION 17
T4S,R1W,SLB&M
3" FLAT BRASS MONUMENT
(FOUND)

BASIS OF BEARING: S00°31'33"W 5328.74'

QUARTER SECTION LINE

EAST QUARTER CORNER OF
SECTION 17
T4S,R1W,SLB&M
3" FLAT BRASS MONUMENT
(FOUND)

CALCULATED: N00°38'50"E 2687.42'

MEASURED: 2622.55'

WITNESS TO SOUTHWEST CORNER OF
SECTION 16, T4S, R1W, SLB&M
FOUND REBAR PER SALT LAKE
COUNTY SURVEYOR OFFICE

RECORD: 64.87'

SOUTHWEST CORNER OF
SECTION 16, T4S, R1W, SLB&M
MONUMENT NOT FOUND
(CALCULATED LOCATION)

CALCULATED: N89°28'02"E 2618.28'

SOUTH QUARTER CORNER OF
SECTION 17, T4S, R1W, SLB&M
2.5" FLAT BRASS MONUMENT
(FOUND)

S57°15'52"E
1338.71' (TIE)

POINT OF
BEGINNING

EAST 10.00'

NORTH 10.00'

SOUTH 10.00'

WEST 10.00'

PID 3

PID 4

PID 5

N

S

GRAPHIC SCALE

(IN FEET)
1 inch = ft.5

33-20-200-010
WASATCH SOUTH HILLS
DEVELOPMENT CO., LLC
ENTRY: 13279244
BK. 10949 PG. 306-307

PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.3 and annexed into the same.

FOR REVIEW

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

DATE

BOUNDARY DESCRIPTION

Beginning at a point which is S57°15'52"E 1338.71 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.3 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF _____, 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.3

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

RECORDED # _____

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

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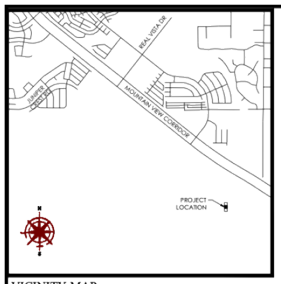
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DEPUTY SALT LAKE COUNTY RECORDER

P:\2020\20-029# BUTTERFIELD PROPERTY DEVELOPER\20-029#\DWG\PLAT\SOLEIL HILLS ANNEXATION PLAT 3.dwg

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.4

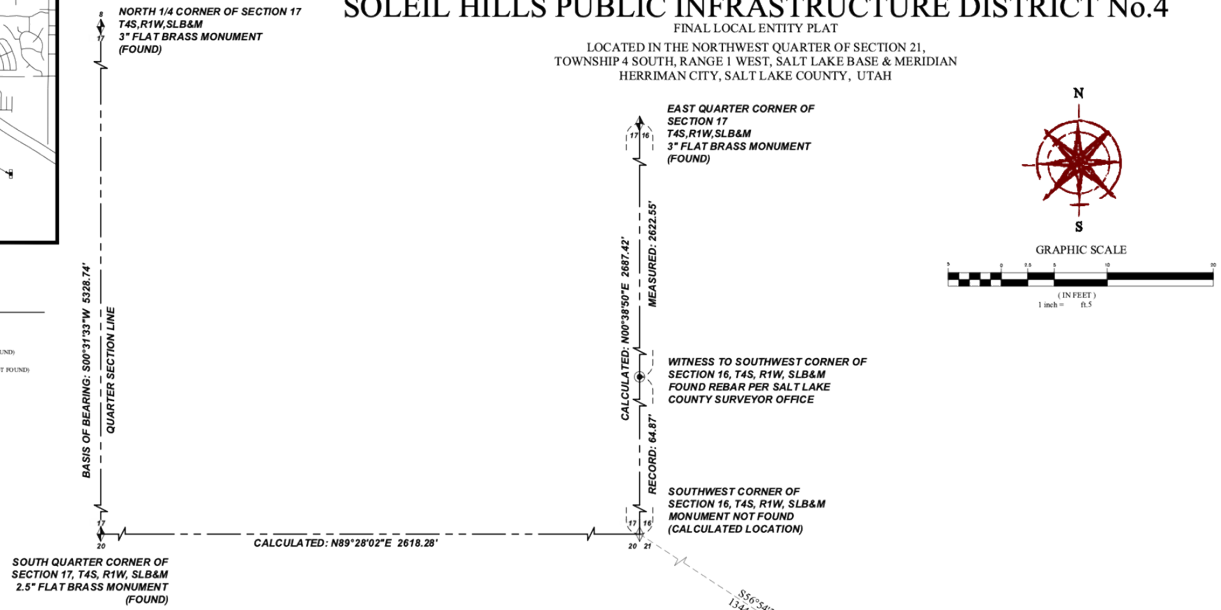
FINAL LOCAL ENTITY PLAT

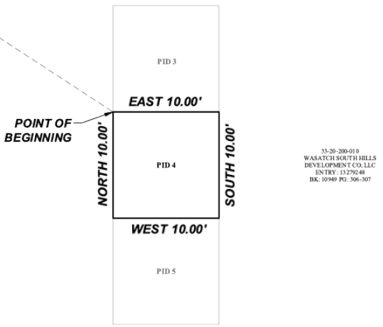
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND
- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)





33-20-200-010
WASATCH SOUTH HILLS
DEVELOPMENT CO, LLC
ENTRY: 13279248
BK: 10949 PG: 306-307

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.4 and annexed into the same.

FOR REVIEW

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

DATE

BOUNDARY DESCRIPTION

Beginning at a point which is S56°54'21"E 1344.15 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.4 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.4

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

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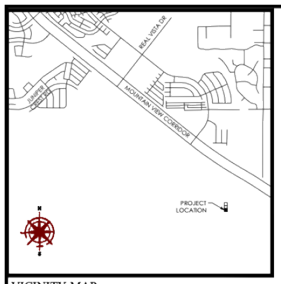
_____
DEPUTY SALT LAKE COUNTY RECORDER

E:\2020\20-0284 BENCHFIELD PROPERTY\DESIGN\20-0284 SHEET PLAT SOLEIL HILLS INFRASTRUCTURE DISTRICT No.4.DWG

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.5

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S.

LEGEND
- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)

NORTH 1/4 CORNER OF SECTION 17
T4S,R1W,SLB&M
3" FLAT BRASS MONUMENT
(FOUND)

BASIS OF BEARING: S00°31'33"W 5328.74'

QUARTER SECTION LINE

EAST QUARTER CORNER OF
SECTION 17
T4S,R1W,SLB&M
3" FLAT BRASS MONUMENT
(FOUND)

CALCULATED: N00°38'50"E 2687.42'

MEASURED: 2622.55'

WITNESS TO SOUTHWEST CORNER OF
SECTION 16, T4S, R1W, SLB&M
FOUND REBAR PER SALT LAKE
COUNTY SURVEYOR OFFICE

RECORD: 64.87'

SOUTHWEST CORNER OF
SECTION 16, T4S, R1W, SLB&M
MONUMENT NOT FOUND
(CALCULATED LOCATION)

CALCULATED: N89°28'02"E 2618.28'

SOUTH QUARTER CORNER OF
SECTION 17, T4S, R1W, SLB&M
2.5" FLAT BRASS MONUMENT
(FOUND)

S56°33'00"E
1349.63' (TIE)

N

S

GRAPHIC SCALE

(IN FEET)
1 inch = ft.

PID 3

PID 4

POINT OF BEGINNING

EAST 10.00'

NORTH 10.00'

PID 5

SOUTH 10.00'

WEST 10.00'

33-20-200-010
WASATCH SOUTH HILLS
DEVELOPMENT CO, LLC
ENTRY: 13279248
BK: 10949 PG: 306-307

PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.5 and annexed into the same.

FOR REVIEW

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

DATE

BOUNDARY DESCRIPTION

Beginning at a point which is S56°33'00"E 1349.63 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.5 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.5

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

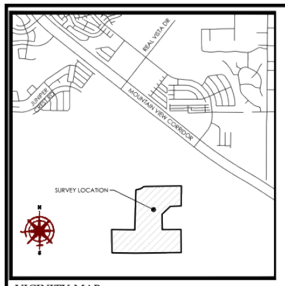
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FEE

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DEPUTY SALT LAKE COUNTY RECORDER

P:\2020\20-029# BUTTERFIELD PROPERTY DEVELOPER\20-029#\DWG\PLAT\SOLEIL HILLS ANNEXATION PLAT 5.dwg

SOLEIL HILLS ANNEXATION AREA NOT WITHIN PID 1-5

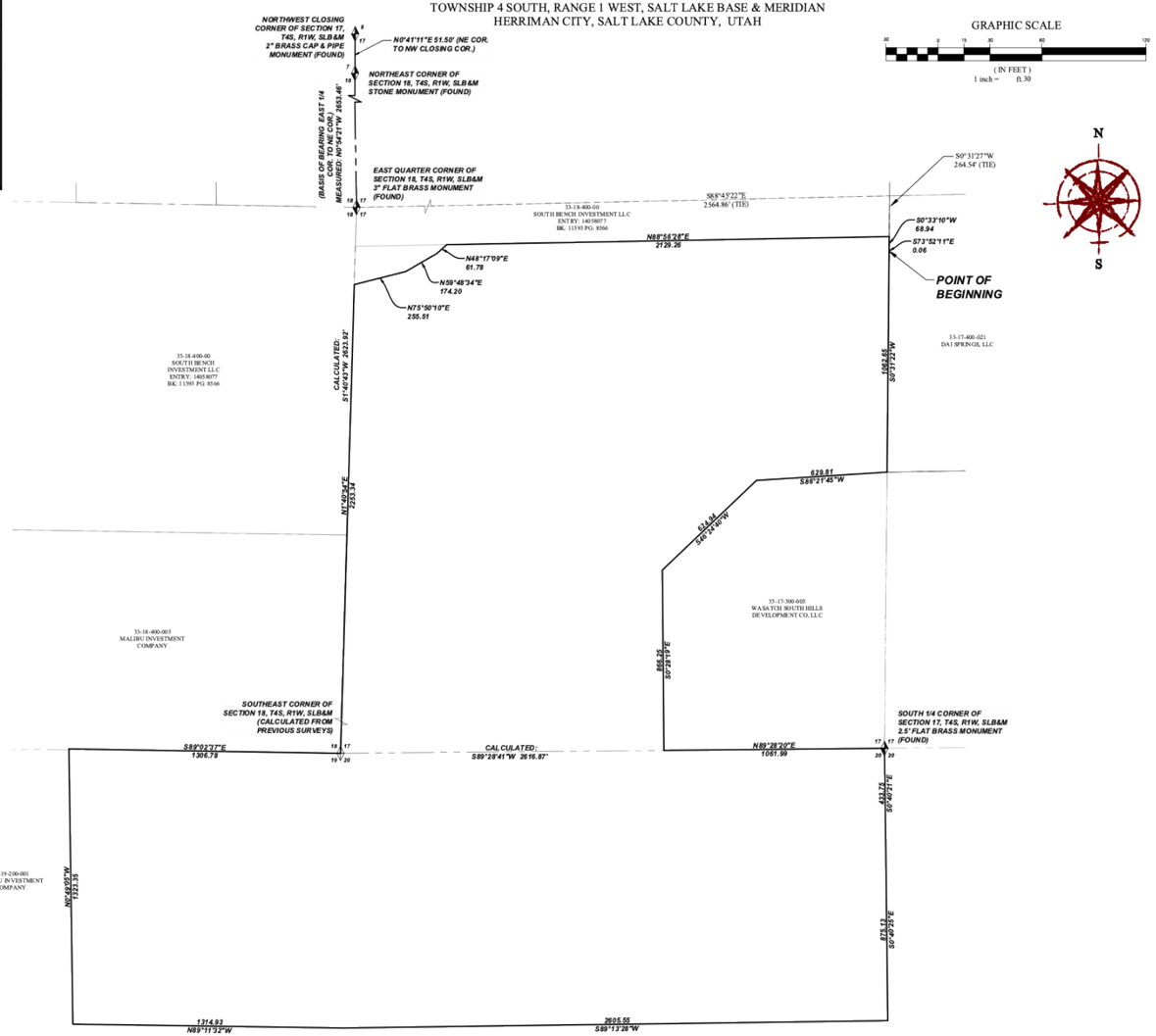
FINAL LOCAL ENTITY PLAT
LOCATED IN THE SW 1/4 OF SECTION 17, NE 1/4 OF SECTION 19 AND THE NW 1/4 OF SECTION 20,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND
- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)

GRAPHIC SCALE
(IN FEET)
1 inch = ft.30



SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No. 2 and annexed into the same.

FOR REVIEW

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

DATE

BOUNDARY DESCRIPTION

A parcel of land located in the West Half of Section 17, the Northwest quarter of Section 20 and the Northeast quarter of Section 19, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. More particularly described as follows:

Beginning at a point on the on the East Section Line of the Northeast Quarter of said Section 18, said point being North 88°45'22" East 2,564.86 feet and South 00°31'27" West 264.54 feet from the North Quarter Corner of said Section 18, and running thence;

South 00°31'33" West 1,131.58 feet;
thence South 89°22'37" West 629.56 feet;
thence South 46°24'46" West 624.94 feet;
thence South 00°28'13" East 866.36 feet;
thence North 89°28'41" East 1061.71 feet;
thence South 00°42'55" East 433.54 feet;
thence South 00°40'25" East 875.13 feet;
thence South 89°13'28" West 2,605.55 feet;
thence North 89°11'32" West 1,314.93 feet;
thence North 00°49'05" West 1,323.35 feet;
thence South 89°02'47" East 1,306.73 feet;
thence North 01°40'42" East 2,253.07 feet;
thence North 75°50'10" East 255.51 feet;
thence North 59°48'34" East 174.20 feet;
thence North 48°17'09" East 61.78 feet;
thence North 86°56'28" East 2,129.26 feet;
thence South 00°35'46" West 44.56 feet;
thence South 73°51'53" East 0.06 feet to the Point of Beginning.

Containing 10,154,221 square feet or 233.109 acres, more or less.

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No. 2 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE ANNEXATION AREA NOT WITHIN PID 1-5

FINAL LOCAL ENTITY PLAT
LOCATED IN THE SW 1/4 OF SECTION 17, NE 1/4 OF SECTION 19 AND THE NW 1/4 OF SECTION 20,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

$_____ FEE

_____ DEPUTY SALT LAKE COUNTY RECORDER

SHEET 1 OF 1

PREPARED BY
FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

C:\Users\evanj\Dropbox (FOCUS)\FOCUS Projects\Herriman\Soleil Hills\Soleil Hills Annexation\Soleil Hills Annexation.dwg 2/4/2021 9:05:19 AM evanj

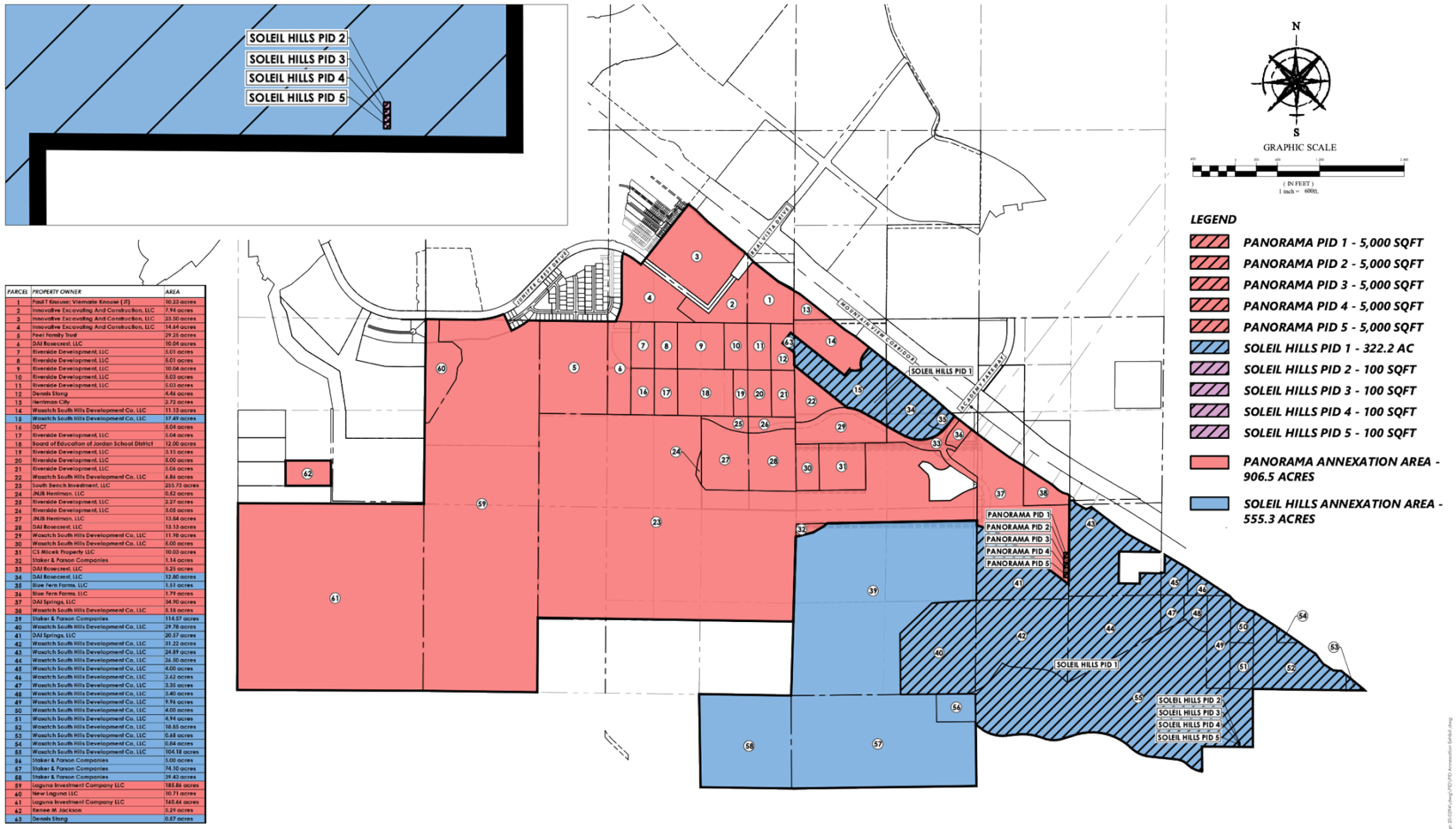
EXHIBIT B

Herriman City Vicinity Map



EXHIBIT C

Initial District and Annexation Area Boundaries Map



PARCEL	PROPERTY OWNER	AREA
1	Paul T Knouse; Vlemarie Knouse (JT)	10.23 acres
2	Innovative Excavating And Construction, LLC	7.94 acres
3	Innovative Excavating And Construction, LLC	23.50 acres
4	Innovative Excavating And Construction, LLC	14.64 acres
5	Peel Family Trust	29.25 acres
6	DAI Rosecrest, LLC	10.04 acres
7	Riverside Development, LLC	5.01 acres
8	Riverside Development, LLC	5.01 acres
9	Riverside Development, LLC	10.04 acres
10	Riverside Development, LLC	5.03 acres
11	Riverside Development, LLC	5.03 acres
12	Dennis Stong	6.46 acres
13	Herriman City	2.72 acres
14	Wasatch South Hills Development Co, LLC	11.13 acres
15	Wasatch South Hills Development Co, LLC	17.49 acres
16	DSCT	5.04 acres
17	Riverside Development, LLC	5.04 acres
18	Board of Education of Jordan School District	12.00 acres
19	Riverside Development, LLC	3.15 acres
20	Riverside Development, LLC	5.00 acres
21	Riverside Development, LLC	5.04 acres
22	Wasatch South Hills Development Co, LLC	6.86 acres
23	South Bench Investment, LLC	255.73 acres
24	JNJB Herriman, LLC	0.82 acres
25	Riverside Development, LLC	2.27 acres
26	Riverside Development, LLC	3.05 acres
27	JNJB Herriman, LLC	13.64 acres
28	DAI Rosecrest, LLC	13.13 acres
29	Wasatch South Hills Development Co, LLC	11.98 acres
30	Wasatch South Hills Development Co, LLC	5.00 acres
31	CS Mlicek Property LLC	10.03 acres
32	Staker & Parson Companies	1.14 acres
33	DAI Rosecrest, LLC	5.21 acres
34	DAI Rosecrest, LLC	12.80 acres
35	Blue Fern Farms, LLC	1.51 acres
36	Blue Fern Farms, LLC	1.79 acres
37	DAI Springs, LLC	34.90 acres
38	Wasatch South Hills Development Co, LLC	6.18 acres
39	Staker & Parson Companies	114.57 acres
40	Wasatch South Hills Development Co, LLC	29.78 acres
41	DAI Springs, LLC	20.57 acres
42	Wasatch South Hills Development Co, LLC	31.22 acres
43	Wasatch South Hills Development Co, LLC	24.89 acres
44	Wasatch South Hills Development Co, LLC	26.50 acres
45	Wasatch South Hills Development Co, LLC	4.00 acres
46	Wasatch South Hills Development Co, LLC	2.62 acres
47	Wasatch South Hills Development Co, LLC	3.35 acres
48	Wasatch South Hills Development Co, LLC	3.40 acres
49	Wasatch South Hills Development Co, LLC	9.96 acres
50	Wasatch South Hills Development Co, LLC	4.00 acres
51	Wasatch South Hills Development Co, LLC	4.94 acres
52	Wasatch South Hills Development Co, LLC	18.85 acres
53	Wasatch South Hills Development Co, LLC	0.68 acres
54	Wasatch South Hills Development Co, LLC	0.84 acres
55	Wasatch South Hills Development Co, LLC	104.18 acres
56	Staker & Parson Companies	5.00 acres
57	Staker & Parson Companies	74.10 acres
58	Staker & Parson Companies	39.43 acres
59	Laguna Investment Company LLC	185.86 acres
60	New Laguna LLC	10.71 acres
61	Laguna Investment Company LLC	160.66 acres
62	Renee M Jackson	5.27 acres
63	Dennis Stong	0.67 acres

***PANORAMA & SOLEIL HILLS** annexation exhibit*

HERRIMAN CITY, SALT LAKE COUNTY
11/25/2024
20-0294

FOCUS ENGINEERING AND SURVEYING, LLC

EXHIBIT D

Interlocal Agreement between the Districts and Herriman City

[see following page]

INTERLOCAL AGREEMENT BETWEEN
HERRIMAN CITY, UTAH
AND
SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1
AND
SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 2
AND
SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 3
AND
SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 4
AND
SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 5

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2024, by and between HERRIMAN CITY, a political subdivision of the State of Utah ("City"); and SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 THROUGH 5, each a political subdivision of the State of Utah (collectively, the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide services and to exercise powers as are more specifically set forth in the Districts' Governing Document approved by the City on December 11, 2024 ("Governing Document"); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the Districts; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Interlocal Agreement ("Agreement").

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

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The nature, type, phasing, and intensity of development that the Public Improvements will support within the District Area is set forth in one or more separate and independent development agreements applicable to the District Area. The Districts shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate public entity or owners association in a manner consistent with the rules and regulations of the City and applicable provisions of the City Code and any development agreement. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.

2. [reserved]

3. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Public Improvements shall be subject to the ordinary inspection and approval procedures of the City and other governmental entities having proper jurisdiction.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of a Municipal Advisor substantially as follows:

> *We are [I am] a Municipal Advisor within the meaning of the District's Governing Document. We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.*

5. Inclusion Limitation. The Districts shall not include or withdrawal into or from their boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation or withdrawal of any area within the Annexation Area Boundaries into or from any of the Districts. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17D-4-201(3), Utah Code.

6. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

7. Initial Debt. Upon the issuance of a certificate of creation of a District issued by the Office of the Lieutenant Governor of the State of Utah, such District shall be permitted to: (i) issue Debt; and/or (ii) impose a mill levy for the payment of Debt and collect Fees and Assessments for the purpose of repayment of Debt.

8. No Debt Issuance Limitation. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District.

9. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

10. Dissolution. Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes, collected or assigned all Fees payable to such District, and disbursed of all assets of such District.

11. Disclosure to Purchasers. Within thirty (30) days of the effective date adoption of the Amended and Restated Governing Document, each Board shall record a notice with the recorder of Salt Lake County. Such notice shall: (i) contain a description of the boundaries of the District; (ii) state that a copy of this Governing Document is on file at the office of the City; (iii) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (iv) state the Maximum Debt Mill Levy of the District; and (v) if applicable, state that the debt may convert to general obligation debt and outline the provisions relating to conversion. Such notice shall further be filed with the City. In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

(a) All of the information in the first paragraph of Section XI of the Governing Document;

(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

> *"Under the maximum property tax rate of the District, for every $100,000 of taxable value, there would be an additional annual property tax of $500 for the duration of the District's Bonds."*

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts. Additionally, subject to the limitations and exceptions contained in the Governing Document, the Governing Document may be amended by passage of resolutions of the City and the Districts approving such amendment.

13. Annual Report. Each District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days after the close of the District's fiscal year, commencing fiscal year 2024, containing the information set forth in Section IX of the Governing Document.

14. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

15. Limitations on Fees and Assessments.

(a) All Fees and Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be payable at or before the time of conveyance of such parcel to an End User. There is no maximum amount of Fees that may be imposed by a District, provided that all such fees shall be related to administrative expenses of the District, the provision of Public Improvements, and debt service on Bonds relating thereto.

(b) Any Assessments issued under the C-PACE Act may be repayable in accordance with the provisions of such statute.

16. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding Forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:	Soleil Hills Public Infrastructure District Attn: Craig Martin 299 S Main Street, STE 2370 Salt Lake City, UT 84111
To the City:	Herriman City 5355 West Herriman Main Street Herriman, UT 84096 Attn: Planning and Zoning Phone: (801) 446-5323

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the Districts or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

23. Conflict. In the event of any conflict between the terms of the Governing Document and this Interlocal Agreement, the Governing Document shall control.

24. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

25. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

26. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

27. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

29. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

30. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 3

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 4

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 5

By: _____
Chair

Attest:

_____
Secretary

APPROVED AS TO FORM: _____

HERRIMAN, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

SUMMARY OF PANORAMA / SOLEIL HILLS
PID GOVERNING DOCUMENT UPDATES

(only those items that were marked as "Does not meet requirement" are addressed)

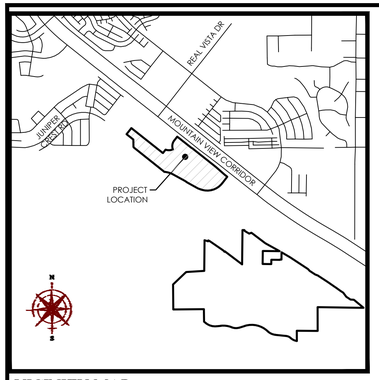
ITEM	CONSIDERATIONS	CITY COMMENT	APPLICANT RESPONSE
1.0	$1,000 fee paid	Payment pending (City needs to send invoice)	**Applicants working with staff to pay application fee. Should be paid prior to December 11th meeting.**
2.2	Description of proposed development in boundaries of PID	Generic information provided. MDA includes all of this information but is not referenced within Governing Documents.	**See added language in § V.A.1 of the Governing Documents.** **See also § 1 of the interlocal agreement.**
2.3	Itemization, description, project map of all needed infrastructure and facilities.	Only a list of projects has been provided. No costs or maps have been included.	**This information is generally provided in the MDAs applicable to the District Area. We have added language referencing the MDA and "nature, type, phasing, and intensity" of the development and the public infrastructure it will support.** **Wasatch has provided this detail for the Soleil Hills PID.** **Panorama is finalizing this detail and will provide early next week.** **It is the applicants' positions that this information is better suited for the MDAs and not the governing document. The information is being provided to facilitate discussion/conversation on the approval of the PIDs. However, because the itemization, scope, and costs for these improvements include a number of assumptions (which are subject to dramatic market changes over the life of the projects), we are asking that this detail not be included within the governing documents (where it will be viewed more as a limitation/expectation) instead of just informational.**
2.4	Map and estimated construction costs of infrastructure in line-item form including management fees and soft costs.	Only a list of projects has been provided. No costs or maps have been included.	**The information provided by Wasatch addresses this item for the Soleil Hills PID.** **The information to be provided for the Panorama PID will address information.** **(see prior comment on these details being addressed in the MDAs and provided for informational purposes only and not for incorporation into the Governing Documents).**
2.5	General phasing plan	The MDA includes all of this information but is not referenced in the Governing Documents.	**See added language in § V.A.1 of the Governing Documents (referencing the MDAs which include phasing details).** **See also § 1 of the interlocal agreement.**

3.0	Proforma financial overview of total costs and revenues.	No details provided with Governing Documents.	**DA Davidson will prepare a sample proforma (based upon some current market conditions and other assumptions) that they can be ready to discuss on December 11th.** **As with other items, however, applicants are requesting that this information not be included within the Governing Documents but be used for informational/discussion purposes only.**
3.1	Example financial plan	No details provided with Governing Documents.	**(See comment to Section 3.0 above).**
3.3	Analysis of proposed mill levy	No details provided with Governing Documents.	**Applicants will provide this information.** **As with other items, however, applicants are requesting that this information not be included within the Governing Documents but be used for informational/discussion purposes only.**
3.4	Comparison of mill levy to similar taxing entities in the area.	None provided.	**DA Davidson will prepare this analysis that they can be ready to discuss on December 11th.** **As with other items, however, applicants are requesting that this information not be included within the Governing Documents but be used for informational/discussion purposes only.**
3.5	Proposed operating budget for first three years.	None provided.	**See added language to Section VII.I. The Governing Docs anticipate the first year's operating budget to be $50,000 with a 2% YOY increase.** **The Governing Docs (and Interlocal Agreement) require an annual report be submitted to the City. The Annual Report includes each year's budget (which will be itemized at that time).**
3.6	Any other forms of public financing sought.	General reference but not specifically identified.	**See existing language in § VIII.A., VIII.F., and § VIII generally.** **"The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the *Maximum Debt Mill Levy*, *Assessments*, *Fees*, and other legally available revenues."** **Subject to the governing documents and applicable state law, the Districts may impose a mill levy, an assessment, fees, or a combination of the foregoing to service district debt.**

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No. 1

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NE 1/4 OF SECTION 18 & THE NW 1/4 OF SECTION 17
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)

GRAPHIC SCALE

150 0 75 150 300 600

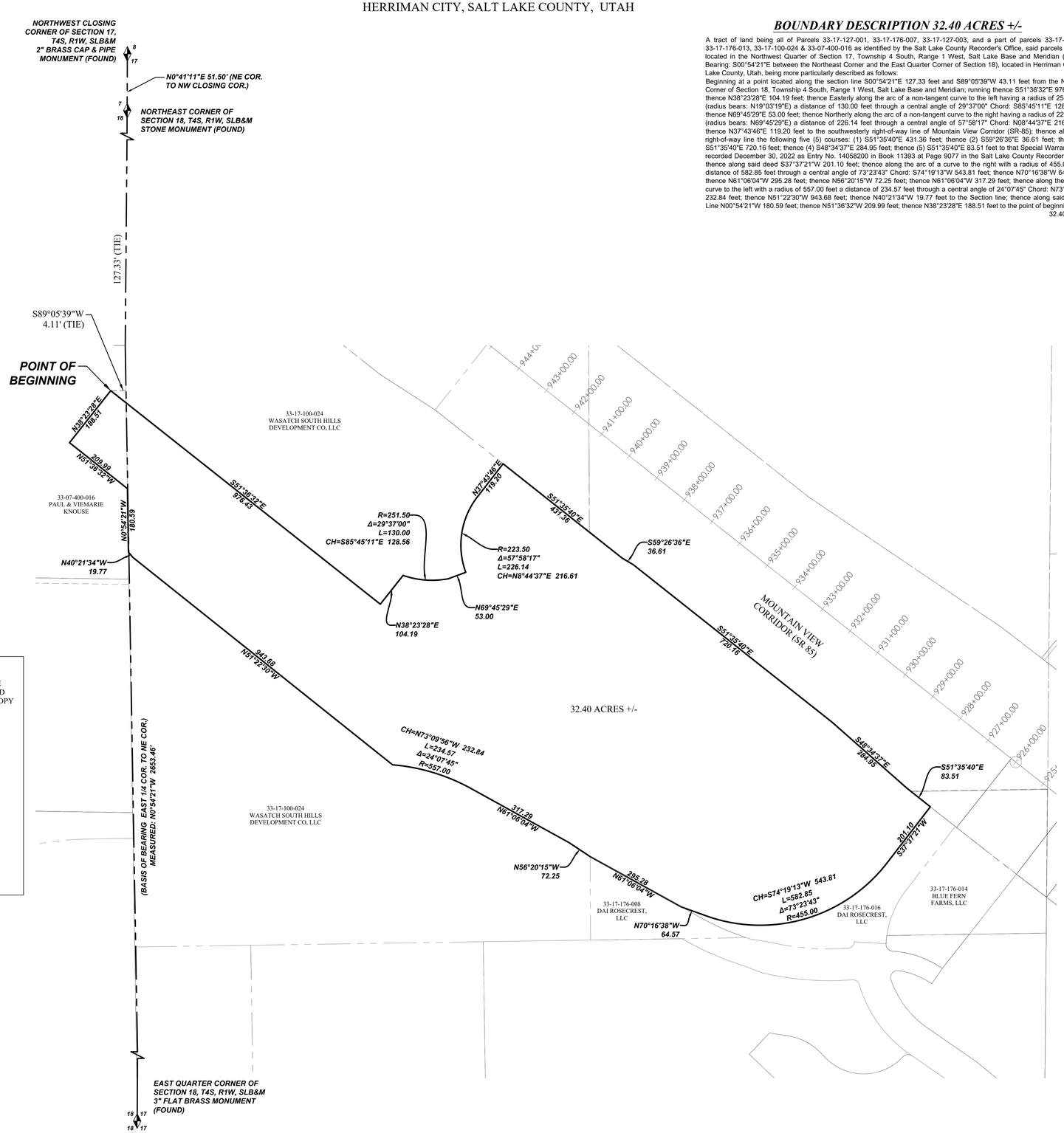
(IN FEET)
1 inch = ft.150

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS ANNEXATION PID 2 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____



BOUNDARY DESCRIPTION 32.40 ACRES +/-

A tract of land being all of Parcels 33-17-127-001, 33-17-176-007, 33-17-127-003, and a part of parcels 33-17-176-012, 33-17-176-013, 33-17-100-024 & 33-07-400-016 as identified by the Salt Lake County Recorder's Office, said parcels all being located in the Northwest Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing: S00°54'21"E between the Northeast Corner and the East Quarter Corner of Section 18), located in Herriman City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located along the section line S00°54'21"E 127.33 feet and S89°05'39"W 43.11 feet from the Northeast Corner of Section 18, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S51°36'32"E 976.43 feet; thence N38°23'28"E 104.19 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 251.50 feet (radius bears: N19°03'19"E) a distance of 130.00 feet through a central angle of 29°37'00" Chord: S85°45'11"E 128.56 feet; thence N69°45'29"E 53.00 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 223.50 feet (radius bears: N69°45'29"E) a distance of 226.14 feet through a central angle of 57°58'17" Chord: N08°44'37"E 216.61 feet; thence N37°43'46"E 119.20 feet to the southwesterly right-of-way line of Mountain View Corridor (SR-85); thence along said right-of-way line the following five (5) courses: (1) S51°35'40"E 431.36 feet; thence (2) S59°26'36"E 36.61 feet; thence (3) S51°35'40"E 720.16 feet; thence (4) S48°34'37"E 284.95 feet; thence (5) S51°35'40"E 83.51 feet to that Special Warranty Deed recorded December 30, 2022 as Entry No. 14058200 in Book 11393 at Page 9077 in the Salt Lake County Recorder's Office; thence along said deed S37°37'21"W 201.10 feet; thence along the arc of a curve to the right with a radius of 455.00 feet a distance of 582.85 feet through a central angle of 73°23'43" Chord: S74°19'13"W 543.81 feet; thence N70°16'38"W 64.57 feet; thence N61°06'04"W 295.28 feet; thence N56°20'15"W 72.25 feet; thence N61°06'04"W 317.29 feet; thence along the arc of a curve to the left with a radius of 557.00 feet a distance of 234.57 feet through a central angle of 24°07'45" Chord: N73°09'56"W 232.84 feet; thence N51°22'30"W 943.68 feet; thence N40°21'34"W 19.77 feet to the Section line; thence along said Section Line N00°54'21"W 180.59 feet; thence N51°36'32"W 209.99 feet; thence N38°23'28"E 188.51 feet to the point of beginning.

32.40 acres ±

BOUNDARY DESCRIPTION 289.809 ACRES +/-

A parcel of land located in the West Half of Section 17, the Northwest quarter of Section 20 and the Northeast quarter of Section 19, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. More particularly described as follows:

Beginning at a point on the on the East Section Line of the Northeast Quarter of said Section 18, said point being North 88°45'22" East 2,564.86 feet and South 00°31'27" West 264.54 feet from the North Quarter Corner of said Section 18, and running thence;

South 73°51'45" East 126.38 feet;
thence Northerly along the arc of curve to the right a distance of 30.06 feet having a radius of 226.50 feet a central angle of 07°36'18" and chord bearing and distance of North 22°24'09" East 30.04 feet;
thence South 63°47'42" East 52.76 feet;
thence South 55°24'21" East 580.39 feet;
thence South 41°15'51" East 52.85 feet;
thence North 50°39'04" East 14.96 feet;
thence Northeasterly along the arc of curve to the right a distance of 4.92 feet having a radius of 31.15 feet a central angle of 09°03'22" and chord bearing and distance of North 54°21'02" East 4.92 feet;
thence South 52°55'04" East 745.26 feet;
thence North 00°35'03" East 1,130.14 feet;
thence North 00°36'05" East 60.03 feet;
thence North 88°45'17" East 67.04 feet;
thence South 14°32'42" East 33.17 feet;
thence South 59°29'31" East 183.42 feet;
thence North 68°06'02" East 82.52 feet;
thence South 52°54'50" East 604.55 feet;
thence South 61°01'46" East 565.16 feet;
thence North 89°25'24" West 583.11 feet;
thence South 00°38'36" West 450.00 feet;
thence South 89°21'24" East 300.00 feet;
thence North 00°38'36" East 150.00 feet;
thence South 89°21'24" East 299.98 feet;
thence North 00°38'37" East 9.55 feet;
thence South 89°21'23" East 50.00 feet;
thence North 00°38'37" East 253.72 feet;
thence South 59°33'35" East 353.75 feet;
thence South 56°41'50" East 736.27 feet;
thence South 41°29'39" East 83.89 feet;
thence South 56°41'50" East 234.49 feet;
thence South 71°28'31" East 86.25 feet;
thence South 56°41'50" East 404.57 feet;
thence South 55°24'28" East 404.23 feet;
thence South 54°04'46" East 129.28 feet;
thence South 56°41'50" East 133.05 feet;
thence South 36°36'07" East 174.63 feet;
thence South 56°39'24" East 177.55 feet;
thence South 86°35'23" East 114.36 feet;
thence South 50°37'11" East 404.48 feet;
thence South 46°01'31" East 30.34 feet;
thence North 89°41'28" West 267.43 feet;
thence North 89°08'29" West 1,322.78 feet;
thence South 00°05'40" East 823.94 feet;
thence North 89°34'37" West 722.94 feet;
thence South 00°11'00" East 354.66 feet;
thence Northwesterly along the arc of curve to the right a distance of 242.87 feet having a radius of 400.00 feet a central angle of 34°47'21" and chord bearing and distance of North 63°51'22" West 239.16 feet;
thence Northwesterly along the arc of curve to the left a distance of 163.62 feet having a radius of 250.00 feet a central angle of 37°29'59" and chord bearing and distance of North 65°12'41" West 160.72 feet;
thence North 83°57'41" West 387.98 feet;
thence Northwesterly along the arc of curve to the right a distance of 295.95 feet having a radius of 450.00 feet a central angle of 37°40'53" and chord bearing and distance of North 65°07'14" West 290.64 feet;
thence Westerly along the arc of curve to the left a distance of 847.79 feet having a radius of 800.00 feet a central angle of 60°43'06" and chord bearing and distance of North 76°38'21" West 808.67 feet;
thence South 73°00'06" West 202.74 feet; thence Westerly along the arc of curve to the right a distance of 260.28 feet having a radius of 400.00 feet a central angle of 37°16'56" and chord bearing and distance of North 88°21'26" West 255.71 feet;
thence North 69°42'58" West 28.01 feet;
thence Westerly along the arc of curve to the left a distance of 365.01 feet having a radius of 800.00 feet a central angle of 26°08'32" and chord bearing and distance of North 82°47'14" West 361.85 feet;
thence South 84°08'30" West 155.21 feet;
thence Westerly along the arc of curve to the right a distance of 386.70 feet having a radius of 500.00 feet a central angle of 44°18'45" and chord bearing and distance of North 73°42'07" West 377.13 feet;
thence North 51°27'57" West 86.65 feet;
thence North 00°42'54" West 433.54 feet;
thence South 89°28'41" West 1061.71 feet;
thence North 00°28'13" West 866.36 feet;
thence North 46°24'46" East 624.94 feet;
thence North 86°22'37" East 629.56 feet;
thence North 00°31'33" East 1,062.83 feet to the Point of Beginning.

Containing 12,624,101 square feet or 289.809 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.1 and annexed into the same.

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

FOR REVIEW

DATE

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF _____ , 20__

_____
SALT LAKE COUNTY SURVEYOR

SOLEIL PUBLIC INFRASTRUCTURE DISTRICT No. 1

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NE 1/4 OF SECTION 18 & THE NW 1/4 OF SECTION 17
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

$ _____ _____
FEE DEPUTY SALT LAKE COUNTY RECORDER

SHEET 1 OF 2

PREPARED BY

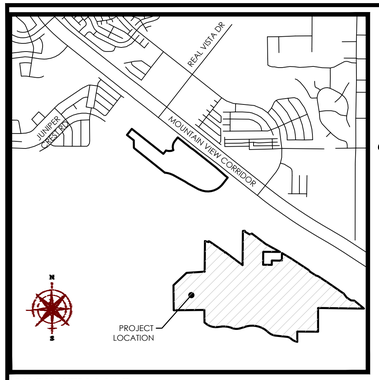
FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

Z:_2020\20-0294 BUTTERFIELD PROPERTY DA\DESIGN 20-0294\DWG\PID\SOLEIL HILLS ANNEXATION PID 1.DWG

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT 1

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SW 1/4 OF SECTION 17, NW 1/4 OF SECTION 20 AND THE NE 1/4 OF SECTION 19
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)

NORTHWEST CLOSING CORNER OF SECTION 17, T4S, R1W, SLB&M 2" BRASS CAP & PIPE MONUMENT (FOUND)

8 17

N0°41'11"E 51.50' (NE COR. TO NW CLOSING COR.)

7 18

NORTHEAST CORNER OF SECTION 18, T4S, R1W, SLB&M STONE MONUMENT (FOUND)

XX.XX (TIE)

(BASIS OF BEARING EAST 1/4 COR. TO NE COR.)
MEASURED: N0°54'21"W 2653.46'

EAST QUARTER CORNER OF SECTION 18, T4S, R1W, SLB&M 3" FLAT BRASS MONUMENT (FOUND)

18 17
18 17

N

S

GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = ft.300

S88°45'22"E
2564.86' (TIE)

S0°31'27"W
264.54' (TIE)

POINT OF BEGINNING

S73°51'53"E 126.38

R=226.50
Δ=7°36'18"
L=30.06
CH=N22°24'09"E 30.04

S63°47'42"E 52.76

33-17-400-021
DAI SPRINGS, LLC

S55°24'21"E 580.39

S41°15'51"E 52.85

N50°39'04"E 14.96

R=31.15
Δ=9°03'22"
L=4.92
CH=N54°21'02"E 4.92

S62°45'04"E 746.26

N0°31'22"E 1062.65

N0°35'03"E 1130.14

33-17-300-006
STAKER & PARSON COMPANIES

N86°21'45"E 629.81

N46°24'40"E 624.54

N0°28'19"W 866.25

S89°28'20"W 1061.99

N0°40'21"W 433.75

N51°32'40"W 87.81

CH=N73°42'07"W 377.13
L=386.70
Δ=44°18'45"
R=500.00

S84°08'30"W 155.21

N69°42'58"W 28.01

202.74
S73°00'06"W

R=800.00
Δ=26°08'32"
L=365.01
CH=N82°47'14"W 361.86

R=400.00
Δ=37°16'56"
L=260.28
CH=N88°21'26"W 255.71

CH=N76°28'21"W 808.67
L=847.79
Δ=60°43'06"
R=800.00

R=450.00
Δ=37°40'53"
L=295.95
CH=N65°07'14"W 290.64

387.98
N83°57'41"W

R=250.00
Δ=37°29'59"
L=163.62
CH=N65°12'41"W 160.72

354.66
S0°11'00"E

R=400.00
Δ=34°47'21"
L=242.87
CH=N63°51'22"W 239.16

289.809 +/-

N88°45'17"E 67.04

S14°32'42"E 33.17

N0°36'05"E 60.03

N68°06'02"E 82.52

S59°29'31"E 183.42

S52°54'50"E 604.39

MOUNTAIN VIEW CORRIDOR (SR 85)

S61°01'46"E 565.16

583.11
N89°25'24"W

450.00
S0°38'36"W

S89°21'23"E 50.00

S89°21'24"E 299.98

N0°38'37"E 253.72

S89°21'24"E 300.00

N0°38'36"E 150.00

N0°38'37"E 9.55

S59°33'35"E 153.75

S56°41'50"E 786.27

S41°29'39"E 83.89

S56°41'50"E 234.49

S71°28'31"E 86.25

S56°41'50"E 404.57

S55°24'28"E 404.23

S54°04'46"E 129.28

S56°41'50"E 133.05

S36°36'07"E 174.63

S86°35'23"E 114.36

S56°39'24"E 177.55

S50°37'1 404.48

1322.78
N89°08'29"W

N89°41'28"W 267.43

S46°01'31"E 30.34

823.94
S0°05'40"E

722.94
N89°34'37"W

S+00+00.00 S01+00.00 S02+00.00 S03+00.00 S04+00.00 S05+00.00 S06+00.00 S07+00.00 S08+00.00 S09+00.00 S10+00.00 S11+00.00 S12+00.00 S13+00.00 S14+00.00 S15+00.00 S16+00.00 S17+00.00 S18+00.00 S19+00.00 S20+00.00 S21+00.00 S22+00.00 S23+00.00 S24+00.00 S25+00.00 S26+00.00 S27+00.00 S28+00.00 S29+00.00 S30+00.00 S31+00.00 S32+00.00 S33+00.00 S34+00.00 S35+00.00 S36+00.00 S37+00.00 S38+00.00 S39+00.00 S40+00.00 S41+00.00 S42+00.00 S43+00.00 S44+00.00 S45+00.00 S46+00.00 S47+00.00 S48+00.00 S49+00.00 S50+00.00 S51+00.00 S52+00.00 S53+00.00 S54+00.00 S55+00.00 S56+00.00 S57+00.00 S58+00.00 S59+00.00 S60+00.00 S61+00.00 S62+00.00 S63+00.00 S64+00.00 S65+00.00 S66+00.00 S67+00.00 S68+00.00 S69+00.00 S70+00.00 S71+00.00 S72+00.00 S73+00.00 S74+00.00 S75+00.00 S76+00.00 S77+00.00 S78+00.00 S79+00.00 S80+00.00 S81+00.00 S82+00.00 S83+00.00 S84+00.00 S85+00.00 S86+00.00 S87+00.00 S88+00.00 S89+00.00 S89+52.48

SHEET 2 OF 2

SOLEIL PUBLIC INFRASTRUCTURE DISTRICT No. 1

FINAL LOCAL ENTITY PLAT
LOCATED IN THE SW 1/4 OF SECTION 17, NW 1/4 OF SECTION 20 AND THE NE 1/4 OF SECTION 19
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

PREPARED BY

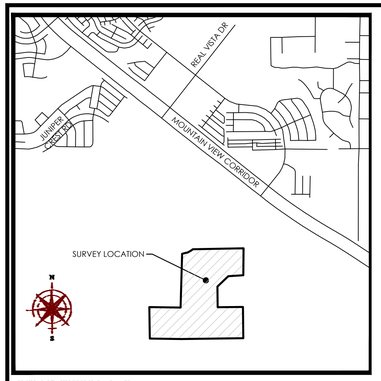
FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

Z:\2020\20-0294 BUTTERFIELD PROPERTY DA\DESIGN 20-0294\DWG\PID\SOLEIL HILLS ANNEXATION PID 1.DWG

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No. 2

FINAL LOCAL ENTITY PLAT

LOCATED IN THE SW 1/4 OF SECTION 17, NE 1/4 OF SECTION 19 AND THE NW 1/4 OF SECTION 20,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

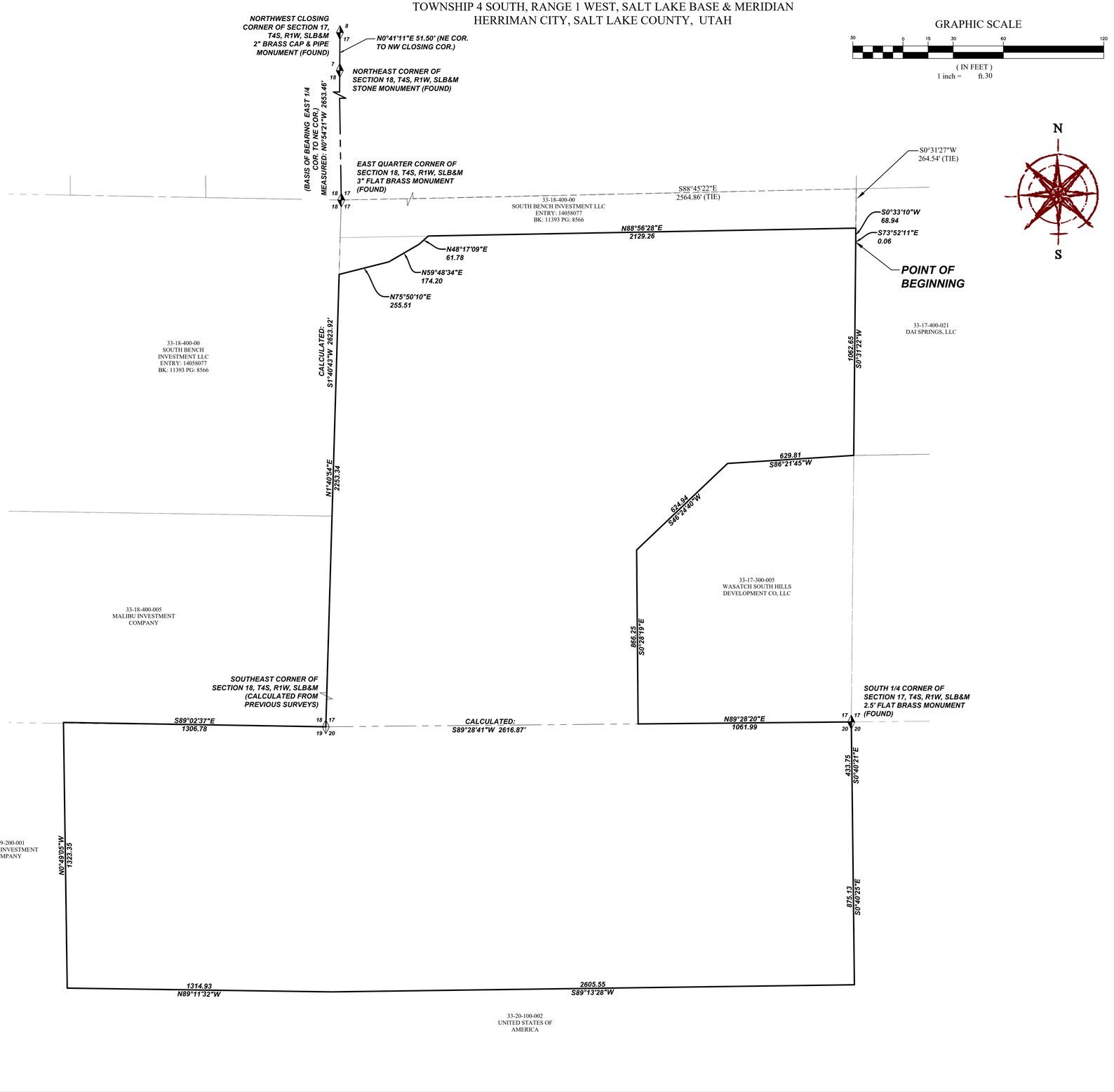
LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = ft.30



SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No. 2 and annexed into the same.

FOR REVIEW

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

DATE

BOUNDARY DESCRIPTION

A parcel of land located in the West Half of Section 17, the Northwest quarter of Section 20 and the Northeast quarter of Section 19, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. More particularly described as follows:

Beginning at a point on the on the East Section Line of the Northeast Quarter of said Section 18, said point being North 88°45'22" East 2,564.86 feet and South 00°31'27" West 264.54 feet from the North Quarter Corner of said Section 18, and running thence;

South 00°31'33" West 1,131.58 feet;
thence South 86°22'37" West 629.56 feet;
thence South 46°24'46" West 624.94 feet;
thence South 00°28'13" East 866.36 feet;
thence North 89°28'41" East 1061.71 feet;
thence South 00°42'55" East 433.54 feet;
thence South 00°40'25" East 875.13 feet;
thence South 89°13'28" West 2,605.55 feet;
thence North 89°11'32" West 1,314.93 feet;
thence North 00°49'05" West 1,323.35 feet;
thence South 89°02'47" East 1,306.73 feet;
thence North 01°40'42" East 2,253.07 feet;
thence North 75°50'10" East 255.51 feet;
thence North 59°48'34" East 174.20 feet;
thence North 48°17'09" East 61.78 feet;
thence North 88°56'26" East 2,29.26 feet;
thence South 00°35'46" West 44.56 feet;
thence South 73°51'53" East 0.06 feet to the Point of Beginning.

Containing 10,154,221 square feet or 233.109 acres, more or less.

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No. 2 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No. 2

FINAL LOCAL ENTITY PLAT
LOCATED IN THE SW 1/4 OF SECTION 17, NE 1/4 OF SECTION 19 AND THE NW 1/4 OF SECTION 20,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

$_____
FEE

_____
DEPUTY SALT LAKE COUNTY RECORDER

SHEET 1 OF 1

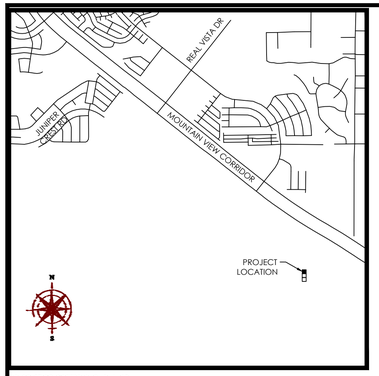
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MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

2:_2020\20-0294 BUTTERFIELD PROPERTY DA\DESIGN 20-0294\DWG\PID\SOLEIL HILLS ANNEXATION PID 2.DWG

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.3

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)

NORTH 1/4 CORNER OF SECTION 17 T4S,R1W,SLB&M 3" FLAT BRASS MONUMENT (FOUND)

BASIS OF BEARING: S00°31'33"W 5328.74'

QUARTER SECTION LINE

EAST QUARTER CORNER OF SECTION 17 T4S,R1W,SLB&M 3" FLAT BRASS MONUMENT (FOUND)

CALCULATED: N00°38'50"E 2687.42'

MEASURED: 2622.55'

RECORD: 64.87'

WITNESS TO SOUTHWEST CORNER OF SECTION 16, T4S, R1W, SLB&M FOUND REBAR PER SALT LAKE COUNTY SURVEYOR OFFICE

SOUTHWEST CORNER OF SECTION 16, T4S, R1W, SLB&M MONUMENT NOT FOUND (CALCULATED LOCATION)

CALCULATED: N89°28'02"E 2618.28'

SOUTH QUARTER CORNER OF SECTION 17, T4S, R1W, SLB&M 2.5" FLAT BRASS MONUMENT (FOUND)

S57°15'52"E
1338.71' (TIE)

POINT OF BEGINNING

EAST 10.00'

NORTH 10.00'

SOUTH 10.00'

WEST 10.00'

PID 3

PID 4

PID 5

33-20-200-010
WASATCH SOUTH HILLS
DEVELOPMENT CO, LLC
ENTRY: 13279248
BK: 10949 PG: 306-307

N

S

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)
1 inch = ft.5

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.3 and annexed into the same.

FOR REVIEW

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

DATE

BOUNDARY DESCRIPTION

Beginning at a point which is S57°15'52"E 1338.71 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.3 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.3

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

RECORDED # _____

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

$_____ FEE

_____ DEPUTY SALT LAKE COUNTY RECORDER

PREPARED BY

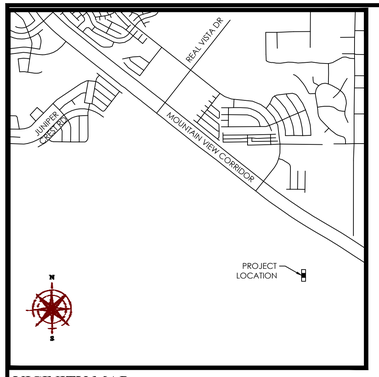
FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

Z:\2020\20-0294 BUTTERFIELD PROPERTY DA\DESIGN 20-0294\DWG\PID\SOLEIL HILLS ANNEXATION PID 3.DWG

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.4

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)

NORTH 1/4 CORNER OF SECTION 17 T4S,R1W,SLB&M 3" FLAT BRASS MONUMENT (FOUND)

EAST QUARTER CORNER OF SECTION 17 T4S,R1W,SLB&M 3" FLAT BRASS MONUMENT (FOUND)

BASIS OF BEARING: S00°31'33"W 5328.74' QUARTER SECTION LINE

CALCULATED: N00°38'50"E 2687.42' MEASURED: 2622.55' RECORD: 64.87'

WITNESS TO SOUTHWEST CORNER OF SECTION 16, T4S, R1W, SLB&M FOUND REBAR PER SALT LAKE COUNTY SURVEYOR OFFICE

SOUTHWEST CORNER OF SECTION 16, T4S, R1W, SLB&M MONUMENT NOT FOUND (CALCULATED LOCATION)

CALCULATED: N89°28'02"E 2618.28'

SOUTH QUARTER CORNER OF SECTION 17, T4S, R1W, SLB&M 2.5" FLAT BRASS MONUMENT (FOUND)

S56°54'21"E
1344.15' (TIE)

POINT OF BEGINNING

PID 3

EAST 10.00'

NORTH 10.00'

PID 4

SOUTH 10.00'

WEST 10.00'

PID 5

33-20-200-010
WASATCH SOUTH HILLS DEVELOPMENT CO, LLC
ENTRY: 13279248
BK: 10949 PG: 306-307

N

S

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)
1 inch = ft.5

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.4 and annexed into the same.

FOR REVIEW

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

DATE

BOUNDARY DESCRIPTION

Beginning at a point which is S56°54'21"E 1344.15 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.4 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF_____, 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.4

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

RECORDED # _____

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

$_____
FEE

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DEPUTY SALT LAKE COUNTY RECORDER

PREPARED BY

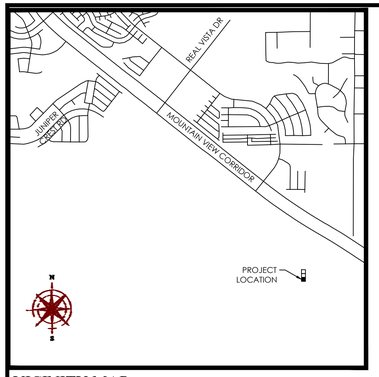
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MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

Z:_2020\20-0294 BUTTERFIELD PROPERTY DA\DESIGN 20-0294\DWG\PID\SOLEIL HILLS ANNEXATION PID 4.DWG

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.5

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- TIE LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)

NORTH 1/4 CORNER OF SECTION 17 T4S,R1W,SLB&M 3" FLAT BRASS MONUMENT (FOUND)

EAST QUARTER CORNER OF SECTION 17 T4S,R1W,SLB&M 3" FLAT BRASS MONUMENT (FOUND)

BASIS OF BEARING: S00°31'33"W 5328.74' QUARTER SECTION LINE

MEASURED: 2622.55'

CALCULATED: N00°38'50"E 2687.42'

WITNESS TO SOUTHWEST CORNER OF SECTION 16, T4S, R1W, SLB&M FOUND REBAR PER SALT LAKE COUNTY SURVEYOR OFFICE

RECORD: 64.87'

SOUTHWEST CORNER OF SECTION 16, T4S, R1W, SLB&M MONUMENT NOT FOUND (CALCULATED LOCATION)

CALCULATED: N89°28'02"E 2618.28'

SOUTH QUARTER CORNER OF SECTION 17, T4S, R1W, SLB&M 2.5" FLAT BRASS MONUMENT (FOUND)

S56°33'00"E 1349.63' (TIE)

POINT OF BEGINNING

EAST 10.00'

NORTH 10.00'

SOUTH 10.00'

WEST 10.00'

PID 3

PID 4

PID 5

33-20-200-010
WASATCH SOUTH HILLS
DEVELOPMENT CO, LLC
ENTRY: 13279248
BK: 10949 PG: 306-307

N

S

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)
1 inch = ft.5

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a professional land surveyor licensed under title 58, chapter 22, professional engineers and professional land surveyors licensing act, holding license number 183395, do certify that I have prepared this final local entity plat according to the requirements of Utah annotated code 17-23-20(4) and that this is a true and accurate representation of the tract of land shown and described hereon in Herriman City, Salt Lake County, Utah, and that said tract of land is to be created as SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.5 and annexed into the same.

FOR REVIEW

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO.183395

DATE

BOUNDARY DESCRIPTION

Beginning at a point which is S56°33'00"E 1349.63 feet from the southwest corner of section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet; thence North, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet, more or less.

ACCEPTANCE BY HERRIMAN CITY

THIS IS TO CERTIFY THAT WE, HERRIMAN CITY, HAVE RECEIVED A PETITION BY THE OWNER OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE CREATED AS SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.5 AND ANNEXED INTO THE SAME AND THAT A COPY OF THE ORDINANCES HAVE BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH ANNOTATED CODE, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT(S), AS SHOWN.

MAYOR: HERRIMAN CITY

CITY RECORDER ATTEST: _____

SALT LAKE COUNTY SURVEYOR

APPROVED AS A FINAL LOCAL ENTITY PLAT ON THIS _____ DAY OF _____ , 20__

SALT LAKE COUNTY SURVEYOR

SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT No.5

FINAL LOCAL ENTITY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

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

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

$_____
FEE

_____
DEPUTY SALT LAKE COUNTY RECORDER

PREPARED BY

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

Z:_2020\20-0294 BUTTERFIELD PROPERTY DA\DESIGN 20-0294\DWG\PID\SOLEIL HILLS ANNEXATION PID 5.DWG

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF HERRIMAN CITY, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICTS NO. 1 THROUGH 5 (COLLECTIVELY, THE "DISTRICTS") AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND AN INTERLOCAL AGREEMENT; APPOINTING BOARDS OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of five (5) public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the City and the annexation or withdrawal of any portion of the boundaries of the Districts therefrom without further approval or hearings of the City or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure Districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the Districts (the "Property Owners"); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, held public hearings after 6:00 p.m. to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts' boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the Districts before the public hearing on the Petition; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Section 17D-4-202(c) of the PID Act because they are agents of property owners within the Districts' boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the City and the Districts, attached to the Governing Document as Governing Document Exhibit D; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for each of the Districts a Notice of Boundary Action attached hereto as Exhibit C (the "Boundary Notices") and Final Entity Plat attached to each as Boundary Notices Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved and confirmed.

2. The Districts are hereby created as separate entities from the City in accordance with the Governing Document and the Act. The boundaries of the Districts shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation or withdrawal of any area within the Annexation Area (as defined in the Governing Document) into or from the Districts, as applicable, without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the Districts is appropriate to the general welfare, order and security of the City, and the organization of the Districts pursuant to the PID Act is hereby approved.

6. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibit B is hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Trustees of each Board of the Districts shall be initially composed of the same members. The initial Boards of the Districts are hereby appointed as follows:

(a) Trustee 1 – Lief Smith, for an initial 6-year term;

(b) Trustee 2 – Alex Dahlstrom, for an initial 4-year term;

(c) Trustee 3 – Matt Wilcox, for an initial 6-year term;

(f) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

8. The Council does hereby authorize the Mayor or a Councilmember to execute the Boundary Notices in substantially the form attached as Exhibit C, the Plats, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of certificates of creation for all Districts, the Council does hereby authorize the Mayor, a Councilmember, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notices or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. The Boards of Trustees of the Districts (the "District Boards") are hereby authorized and directed to record such Governing Document with the recorder of Salt Lake County within thirty (30) days of the issuance of the Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than thirty (30) days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Mayor, a Councilperson, or the City Attorney.

PASSED AND ADOPTED by the City Council of Herriman City, Utah, this December 11, 2024.

HERRIMAN, UTAH

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

By:_____
Mayor

ATTEST:

By:_____
City Recorder

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

I, Jackie Nostrom, the undersigned duly qualified and acting City Recorder of Herriman City, Utah (the "City"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the "Council"), had and taken at a lawful meeting of the Council on December 11, 2024, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this December 11, 2024.

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Jackie Nostrom, the undersigned City Recorder of Herriman City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on December 11, 2024, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this December 11, 2024.

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

GOVERNING DOCUMENT

EXHIBIT C

NOTICES OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(Soleil Hills Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Soleil Hills Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Soleil Hills Public Infrastructure District No. 2)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Soleil Hills Public Infrastructure District No. 2 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Soleil Hills Public Infrastructure District No. 3)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Soleil Hills Public Infrastructure District No. 3 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 3

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Soleil Hills Public Infrastructure District No. 4)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Soleil Hills Public Infrastructure District No. 4 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 4

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Soleil Hills Public Infrastructure District No. 5)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah (the "Council"), acting in its capacity as the creating entity for Soleil Hills Public Infrastructure District No. 5 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on December 11, 2024 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this December 11, 2024.

CITY COUNCIL OF HERRIMAN CITY, UTAH, acting in its capacity as the creating authority for SOLEIL HILLS PUBLIC INFRASTRUCTURE DISTRICT NO. 5

By:_____
AUTHORIZED REPRESENTATIVE

VERIFICATION

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

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2024.

_____
NOTARY PUBLIC

HERRIMAN CITY

STAFF REPORT

DATE: December 2, 2024

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Public hearing and consideration of a Resolution amending the fiscal year 2025 budget and Job Classification Plan

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RECOMMENDATION:
Staff recommends approval of the proposed budget amendments and job classification plan amendment.

ISSUE BEFORE COUNCIL:
Should the City Council approve the budget amendments as presented and amend the Job Classification Plan to add two additional Police Officer positions?

BACKGROUND/SUMMARY:
Staff is recommending a number of amendments to the fiscal year 2025 budget. These amendments may be classified in the following categories:

- "Carryover" of funding from fiscal year 2024 to complete certain projects.
- Recognition of additional revenue received or anticipated to be received (grants, insurance reimbursements, *etc.*).
- Expenditure increase for additional personnel in the Police Department.

DISCUSSION:
Below is a discussion of the major amendments being requested by fund. Full details are provided after this staff report:

General Fund – Increase of revenues/other financing sources and expenditures/other financing uses of $492,370. The following fiscal year 2024 funding carryovers are being requested:

- Codification - $10,300 (to complete the Citywide ordinance recodification project)
- Pavement Management - $417,560 (unspent pavement management funds)

- Streetlight Replacement Project - $24,770 (remaining fiscal year 2024 funds)
- Vehicle Replacements - $210,920 (Hooklift truck - $135,970; Parks vehicle that caught on fire - $74,950)

The City expects to receive $35,470 in insurance recoveries for damaged street lights. In addition, the City anticipates executing a note payable (capital lease) for the remaining $278,200 spent on a hooklift truck started in fiscal year 2024.

Police Department Fund – Increase of revenues/other financing sources and expenditures/other financing uses of $502,300. The following budget amendments are being requested:

- Personnel - $316,030 (Request to hire an additional two (2) Police Officers using restricted funds held in the Herriman City Safety Enforcement Area (HCSEA) fund).
- Operating-New Personnel - $49,640 (Additional operating costs due to request of additional Police Officers).
- Scheduling Software **- $**7,760 (Secondary employment scheduling software to be shared with South Jordan and Riverton).
- Axon Software - $42,850 (Axon Draft One AI software to be used to assist with Police report generation. Funding source is restricted liquor allotment funds).
- Liquor Allotment Restriction - $86,220 (Liquor allotment funds received from the state that must be restricted for specific uses. Will be used to fund Axon Draft One AI software in the future).
- Grant - $6,790 (The Police Department received a Justice Assistance Grant (JAG) for computers).

American Rescue Plan Act (ARPA) Fund – Increase of revenues/other financing sources and expenditures/other financing uses of $272,303. Final reconciliation of the fund revealed an additional $272,303 that may be released to the Capital Projects Fund. This transfer increase will zero out the fund as contemplated by the Fiscal Year 2025 budget.

Park Impact Fee Fund – Increase of revenues/other financing sources and expenditures/other financing uses of $5,824,410. All of the contemplated expenditure and revenue increases are carryover projects from fiscal year 2024. Of note, the carryover calculation includes reallocating $250,000 of funding from the Juniper Canyon Recreation Area (Phase 1C) project to the Juniper Canyon Recreation Area (Phase 1B) project per the July 10, 2024 City Council meeting.

Road Impact Fee Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $1,341,230. Fiscal year 2024 project carryovers total $1,129,230. In June 2023 a reimbursement agreement was executed with the developers of Axia Business Park in the amount of $212,000. This is proposed to be added to the budget.

Fire Impact Fee Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $12,280. This request is to carryover fire station 103 replacement funds budgeted in fiscal year 2024.

New Development Street Lights Fee Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $220,960. While this fund is not actively being used, several projects need to be completed in the fund before it can be closed out.

New Development Street Signs Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $272,920. While this fund is not actively being used, several projects need to be completed in the fund before it can be closed out.

Development Services Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $19,520. The City engaged a consultant to perform a fee study in fiscal year 2024. Funds need to be carried over to complete this project.

Capital Projects Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $18,147,410. The following major amendments are being requested:

- Project carryovers from fiscal year 2024 - $17,989,450 ($14,000,000 is a pass-through for a grant received in fiscal year 2024 for Olympia Boulevard).
- Reallocation of playground replacement funds from Ranches Park 2 to Grand Trotter Park (Staff propose eliminating the Ranches Park 2 playground due to its proximity to another playground and use the funding to replace the playground amenity in Grand Trotter Park. Staff is unable to repair the equipment at Grand Trotter which has become a safety hazard).
- Grant received for the Main Street turf conversion project - $17,440
- Corridor preservation funding - $1,519,500 (The City received reimbursement for corridor preservation purchases made in fiscal year 2024).

Public Works Facility Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $300,000. This request is to carry over design and consulting services funding for a future Public Works facility.

Capital Equipment Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $376,580. The following amendments are being requested:

- Hooklift (Unit 274) - $135,970 (Carryover of hooklift funding from fiscal year 2024 (General Fund)).
- Ford F150 (Unit 198) (Reduction of funding due to Parks purchasing a vehicle from theWater Fund. Transfer out is proposed to reimburse Water Fund for vehicle purchase).
- Ford F550 (Unit 275) - $74,950 (Carryover of insurance proceeds from General Fund for vehicle that caught on fire).
- Ford F150 (New-Police) (2) - $165,100 (Purchase of two new vehicles for proposed Police Officers).

Water Capital Projects Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $30,349,600. The following amendments are being requested:

- Carryover of Projects From Fiscal Year 2024 - $24,711,070 ($16,500,000 bond projects from 2021 bond).
- Grants Received (State of Utah) - $5,585,000 ($1,585,000 for secondary waterline at 13400 S 5600 W and $4,000,000 for a water tank located in Olympia).
- Ford F150 (Unit 221) - $53,530 (Parks Department purchased vehicle from Water Department. Proceeds requested to be used to replace Blue Stakes vehicle that was erroneously left out of the fiscal year 2025 budget).

Water Enterprise Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $21,467,550. Staff is requesting an increase to the transfer to the Water Capital Projects Fund for the projects discussed above.

Water Impact Fee Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $138,310. The following amendments are being requested:

- Carryover of fiscal year 2024 projects - $627,300
- Porter Rockwell Betterments Waterline reimbursement - $179,300 (this agreement was executed in March 2023)
- Axia Business Park reimbursement - $218,000 (this agreement was executed in June 2023).

Due to the carryovers, the requested amendment removes the contribution (addition to) fund balance of $886,290 and adds a "Use of Fund Balance" line totaling $138,310.

Of note, the carryovers contemplate releasing $1.6 million of funding that was held for the Herriman Boulevard Phase 4 project. There was sufficient bond funding to cover this part of the project.

Storm Drain Impact Fee Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $927,200. The entire increase is to carry over projects budgeted in fiscal year 2024.

Storm Drain Capital Projects Fund – Increase in revenues/other financing sources and expenditures/other financing uses of $160,000. A project previously budgeted in the ARPA Fund is proposed to be moved to the Storm Drain Capital Projects Fund (since the ARPA Fund has been closed).

Finally, staff is requesting an amendment to the adopted Job Classification Plan to add two (2) additional Police Officers contemplated with this budget amendment. This would increase funded positions in the Police Department to 50 and total City-wide Full-Time Equivalent (FTE) employees to 214.8.

ALTERNATIVES:

The City Council may choose to adopt all, none, or some of the proposed amendments.

FISCAL IMPACT:
Fiscal impacts have been identified above. Detailed amendments follow this staff report.

ATTACHMENTS:
Proposed amendments
Updated Job Classification Plan
Resolution

City of Herriman
General Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2024 Adjusted Budget (Proposed)	Explanation
10-33751	Donations	-	5,020	5,020	$5,000 - Arbor donation (Utah Warriors Rugby Foundation); $20 - Youth Council fundraising
10-36885	Note Payable Proceeds	-	278,200	278,200	Carryover of hooklift truck note payable (capital lease) proceeds.
10-36130	Damage Reimbursements	-	35,470	35,470	$20,468 - Subrogation received (damaged streetlights); $15,000 - Anticipated restitution for street light wire theft
10-39120	Budgeted Use of Fund Balance	-	173,680	173,680	
	TOTAL REVENUE ADJUSTMENTS - GENERAL FUND	**$ -**	**$ 492,370**	**$ 492,370**	

GL Account	GL Account Description	FY2024 Budget (Current)	Proposed Amendment	2024 Adjusted Budget (Proposed)	Explanation
Legislative					
10-41132	Youth Council	17,750	20	17,770	Youth Council fundraising
10-41300	Nongovernmental Donations	17,200	5,000	22,200	Utah Warriors Rugby Foundation donation
	Total Legislative	**34,950**	**5,020**	**39,970**	
City Recorder					
10-48217	Codification Expense	$ 4,000	$ 10,300	$ 14,300	Carryover of recodification funds for Citywide code recodification project started in FY2024.
Street Lights					
10-70151	Lights - Replacement	90,000	35,470	125,470	Insurance recovery for damaged street lights
Streets					
10-65275	Pavement Management	2,300,000	417,560	2,717,560	Carryover of unspent pavement management funds from FY2024.
Transfers Out/Other Financing Uses					
10-99200	Transfer to Capital Projects	899,420	24,770	924,190	Transfer of carryover funds for Streetlight Replacement Project.
10-99243	Transfer to Capital Equipment	511,460	210,920	722,380	Carryover of hooklift truck partially completed in FY2024 ($135,970) and Parks vehicle that caught on fire ($74,950)
10-99999	Budgeted Increase in Fund Balance	211,670	(211,670)	-	Removal of fund balance increase due to usage of fund balance
	Total Transfers Out	**1,622,550**	**24,020**	**1,646,570**	
	TOTAL EXPENDITURE ADJUSTMENTS - GENERAL FUND	**$ 4,051,500**	**$ 492,370**	**$ 4,543,870**	

Fund Balance Available (Unrestricted) - Fund 10 and Fund 16			
	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	7,044,760	$ 6,058,351	$ 6,270,021
Addition (Use of)	(601,059)	211,670	(211,670)
Increase in Fund Balance (Capital Lease)	278,200		
Project Carryovers	(663,550)	-	-
Ending Balance	**$ 6,058,351**	**$ 6,270,021**	**$ 6,058,351**
Recommended Fund Balance (3 Months)	**$ 4,062,119**	**$ 4,747,169**	**$ 5,116,058**
Over/(Under) Recommended Fund Balance	**$ 2,180,146**	**$ 1,706,766**	**$ 1,126,208**

City of Herriman
Capital Project Carryover Calculations
General Fund
Fiscal Year 2024 to 2025

GL Account	Description	FY2024 Budget	FY2024 Amount Received/ Spent	FY2024 Remaining Budget	Reallocate (to)/From Other Projects	Release Funds	Other	Notes	FY2024 to FY2025 Carryover	FY2025 Beginning Budget	FY2025 Budget Reallocation	Ending FY2025 Budget
City Recorder												
10-48217	Codification Expense	19,500	9,200	10,300	-	-	-	Recodification in process at end of FY2024. Anticipated to be completed 1st quarter FY2025.	10,300	4,000	-	14,300
Streets Department												
10-65080	Vehicle Purchases	629,400	403,241	226,159	-	(90,189)	-	Hooklift truck - Carryover being moved to Capital Equipment fund.	135,970	-	-	135,970
10-65275	Pavement Management	2,147,300	1,729,747	417,553	-	-	-		417,553	2,300,000	-	2,717,553
Street Lights												
10-70540	Capital Outlay	125,700	100,931	24,769	-	-	-	Streetlight replacement project - Carryover being moved to Capital Projects Fund	24,769	70,000	-	94,769
Parks												
10-76080	Vehicle Purchases	383,940	308,999	74,941	-	-	-	Vehicle that caught on fire - insurance proceeds	74,941	-		74,941
		$ 3,305,840	**$ 2,552,118**	**$ 753,722**	**$ -**	**$ (90,189)**	**$ -**		**$ 663,533**	**$ 2,374,000**	**$ -**	**$ 3,037,533**

City of Herriman
Public Safety Fund-Police (General Fund) Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
15-33671	Police	Department of Justice Grants	8,250	6,800	15,050	Justice Assistance Grant - Mobile Data Terminal Laptop Grant
15-36900	Police	Miscellaneous Revenue	-	10,760	10,760	$3,000 - Utah Domestic Violence Coalition; $7,760 - Planned reimbursements from South Jordan and Riverton for secondary employment scheduling software.
15-39118	Police	Transfer From HCSEA Fund	8,947,910	365,670	9,313,580	Transfer for Additional Officers (2)
15-39120	Police	Budgeted Use of Fund Balance	-	126,800	126,800	Carryover restricted fund balance (liquor allotment)
		TOTAL REVENUE ADJUSTMENTS - POLICE	**$ 8,956,160**	**$ 510,030**	**$ 9,466,190**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
15-90001	Police	Salaries & Wages	$ 4,744,830	$ 190,940	$ 4,935,770	Two Additional Police Officers
15-90002	Police	Payroll Tax Benefit	75,390	2,680	78,070	Two Additional Police Officers
15-90004	Police	Insurance Benefit	806,020	44,400	850,420	Two Additional Police Officers
15-90005	Police	Retirement Benefit	1,334,460	60,110	1,394,570	Two Additional Police Officers
15-90006	Police	Retirement Match Benefit	606,830	17,900	624,730	Two Additional Police Officers
15-90007	Police	Subscriptions/Memberships/Dues	32,900	450	33,350	$450 - New Officers (2)
15-90012	Police	Seminars Training, and Travel	82,350	3,000	85,350	$3,000 - New Officers (2)
15-90030	Police	General Supplies	308,380	25,470	333,850	Transfer to Software Costs (scheduling software) ($3,240); $3,000 - Utah Domestic Violence Coalition grant; ($551) - Transfer to Transfer to Capital Equipment Fund for speed trailer overage; $28,000 - Equipment for new officers (2)
15-90056	Police	Telephone	55,000	2,100	57,100	$2,100 - New Officers (2)
15-90057	Police	Software Costs	50,500	12,740	63,240	$11,000 - Increase for secondary employment scheduling software (shared with South Jordan and Riverton); $1,740 - Increase due to new officers (2)
15-90062	Police	Subscription Lease-Principal	118,980	50,580	169,560	$42,850 - Axon Draft One AI software (offset-restricted liquor allotment); $8,000 - Axon taser contract increase (new officers)
15-90085	Police	Clothing & Uniforms	90,600	6,350	96,950	$6,350 - Increase due to new officers (2)
15-90742	Police	Capital Outlay	-	92,750	92,750	Liquor allotment carryover - FY2023 and FY2024 ($82,600) - FY2025 liquor allotment (not spent on Axon)- Needs to be restricted ($3,620); $6,793 - JAG grant (Computers)
15-99042	Police	Transfer to Capital Equipment Fund	22,000	560	22,560	Vehicle trailer $551 more than budget. General supplies line item reduced.
		TOTAL EXPENDITURE ADJUSTMENTS - POLICE	**$ 8,328,240**	**$ 510,030**	**$ 8,838,270**	

Fund Balance Available (Unrestricted) - Fund 15

	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	504,179	$ 189,098	$ 189,098
Addition (Use of)	(188,281)	-	-
Liquor Allotment Restricted Fund Balance	(126,800)	-	-
Ending Balance	**$ 189,098**	**$ 189,098**	**$ 189,098**

City of Herriman
Capital Project Carryover Calculations
General Fund-Police
Fiscal Year 2024 to 2025

GL Account	Description	FY2024 Budget	FY2024 Amount Received/ Spent	FY2024 Remaining Budget	Reallocate (to)/From Other Projects	Release Funds	Other	Notes	FY2024 to FY2025 Carryover	FY2025 Beginning Budget	FY2025 Budget Reallocation	Ending FY2025 Budget
Revenues												
15-33650	Liquor Allotment	46,000	47,115	(1,115)			47,115	Liquor Allotment needs to be restricted for allowable purposes.	-	-	-	-
15-90742	Capital Outlay	46,192	3,766	42,426	3,766		36,404	FY2023 liquor allotment-$46,192; FY2024 liquor allotment-$47,115; expenditures-Axon camera interview room upgrade $10,711 ($3,766 computer expenditure not liquor allotment eligible)	82,596	-	-	82,596
		$ 46,192	**$ 3,766**	**$ 42,426**	**$ 3,766**	**$ -**	**$ 36,404**		**$ 82,596**	**$ -**	**$ -**	**$ 82,596**

City of Herriman ARPA Fund Fiscal Year 2025 Proposed Budget Amendments						
GL Account	**Department**	**GL Account Description**	**FY2025 Budget (Current)**	**Proposed Amendment**	**2025 Adjusted Budget (Proposed)**	**Explanation**
18-33999		Use of Fund Balance	1,087,860	272,303	1,360,163	
		TOTAL REVENUE ADJUSTMENTS - ARPA FUND	**$ 1,087,860**	**$ 272,303**	**$ 1,360,163**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
18-41940		Transfer to Capital Projects Fund	$ 1,087,860	$ 272,303	$ 1,360,163	Remainder of FY2024 fund balance (fund being closed; transferred to Capital Projects)
		TOTAL EXPENDITURE ADJUSTMENTS - ARPA FUND	**$ 1,087,860**	**$ 272,303**	**$ 1,360,163**	

Fund Balance Available (Unrestricted) - Fund 18			
	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	2,386,660	$ 1,360,163	$ -
Addition (Use of)	(1,026,497)	(1,360,163)	-
Ending Balance	**$ 1,360,163**	**$ -**	**$ -**

City of Herriman
Capital Project Carryover Calculations
ARPA Fund
Fiscal Year 2024 to 2025

GL Account	Description	FY2024 Budget	FY2024 Amount Received/ Spent	FY2024 Remaining Budget	Reallocate (to)/From Other Projects	Release Funds	Other	Notes	FY2024 to FY2025 Carryover	FY2025 Beginning Budget	FY2025 Budget Reallocation	Ending FY2025 Budget
18-41070	0051-00 Hamilton Farms Storm System Improvements	711,180	711,180	-		-			-			-
18-41080	0108-00 Rosecrest/Sentinel Ridge Pond Improvements	340,000	311,782	28,218		(28,218)			-			-
18-41090	0114-00 Shosone Pond Improvements	17,800	17,274	526		(526)			-			-
18-41100	0067-00 Jensen Place Pond Improvements	12,000	11,455	545		(545)			-			-
18-41110	0019-00 Antelope Meadows Pond Improvements	12,800	12,289	511		(511)			-			-
18-41120	0026-00 Berwick Pond Improvements	19,900	19,357	543		(543)			-			-
18-41130	0099-00 Rose Canyon/7300 W Pond Improvements	77,700	26,086	51,614		(51,614)			-			-
18-41151	McCuiston Storm Drain	23,900	7,314	16,586		(16,586)			-			-
18-41152	0148-01 SLCC Pond Lift Station	3,600	3,588	12		(12)			-			-
18-41153	0162-00 Automall Pond Relocation	160,000	-	160,000				Proposed amendment to Capital Projects	160,000			160,000
		$ 1,378,880	**$ 1,120,325**	**$ 258,555**	**$ -**	**$ (98,555)**	**$ -**		**$ 160,000**	**$ -**	**$ -**	**$ 160,000**

City of Herriman
Park Impact Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
20-31226		County TRCC Grant	$ -	$ 670,000	$ 670,000	Carryover of Wide Hollow Trailhead Grant
20-31229		Salt Lake County Grant	-	1,220,000	1,220,000	Carryover of Juniper Canyon Trailhead grant ($420,000); Midas Creek Trail Expansion ($800,000) (4th Quarter Funds)
20-3950		Budgeted Use of Fund Balance	3,400,000	3,934,410	7,334,410	Carryover of Juniper Canyon Trailhead grant ($420,000); Midas Creek Trail Expansion ($800,000) (4th Quarter Funds)
		TOTAL REVENUE ADJUSTMENTS - PARK IMPACT FEE FUND	**$ 3,400,000**	**$ 5,824,410**	**$ 9,224,410**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
20-47616		0073-00 L & L Hamilton Park	$ -	$ 129,800	$ 129,800	FY2024 Carryover
20-47618		0136-00 Wide Hollow Trailhead	-	1,683,060	1,683,060	FY2024 Carryover
20-47621		0045-00 Dansie Home Restoration & Open Space	-	349,500	349,500	FY2024 Carryover
20-47626		0068-1B Juniper Canyon Recreation Area	-	669,930	669,930	FY2024 Carryover
20-47630		0062-00 Hidden Oaks Open Space Improvements	-	1,070,620	1,070,620	FY2024 Carryover
20-47631		0054-00 Herriman Athletics Sports Complex	-	1,121,500	1,121,500	FY2024 Carryover
20-47634		0078-02 Midas Creek Trail Asphalt Improvements	600,000	1,050,000	1,650,000	FY2024 Carryover
20-47640		0068-1C Juniper Canyon Recreation Area (Phase 1C)	2,300,000	(250,000)	2,050,000	Reallocation of funding to Juniper Canyon Recreation Area (Phase 1B)
		TOTAL EXPENDITURE ADJUSTMENTS - PARK IMPACT FEE FUND	**$ 2,900,000**	**$ 5,824,410**	**$ 8,724,410**	

Fund Balance Available (Unrestricted) - Fund 20

	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	8,047,361	$ 6,060,696	$ 2,660,696
Addition (Use of)	1,947,745	(3,400,000)	(1,541,000)
Project Carryovers	(3,934,410)	-	-
Ending Balance	**$ 6,060,696**	**$ 2,660,696**	**$ 1,119,696**

City of Herriman
Capital Project Carryover Calculations
Park Impact Fee Fund
Fiscal Year 2024 to 2025

GL Account	Description	FY2024 Budget	FY2024 Amount Received/ Spent	FY2024 Remaining Budget	Reallocate (to)/From Other Projects	Release Funds	Additional Funds to be Allocated	Notes	FY2024 to FY2025 Carryover	FY2025 Beginning Budget	FY2025 Budget Reallocation	Ending FY2025 Budget
Revenue												
20-31226	Country TRCC Grant	670,000		670,000	-	-	-	Wide Hollow Trailhead Grant	670,000			670,000
20-31229	Salt Lake County Grant	1,220,000		1,220,000	-		-	Juniper Canyon Trailhead Projects (4th Quarter) - $420,000; Midas Creek Trail Expansion (4th Quarter) - $800,000	1,220,000			1,220,000
Expenditures												
20-47616	0073-00 L & L Hamilton Park	129,800	-	129,800	-		-	Waiting for justification of costs from Ivory Homes. Executed reimbursement agreement.	129,800			129,800
20-47618	0136-00 Wide Hollow Trailhead	1,685,000	1,946	1,683,054	-		-		1,683,054			1,683,054
20-47621	0045-00 Dansie Home Restoration & Open	349,500	-	349,500	-		-		349,500			349,500
20-47622	0121-00 Teton Ranch Park Design	113,300	29,416	83,884	-	(83,884)	-		-			-
20-47623	0104-00 Rose Creek Trail Connector	31,400	11,335	20,065	-	(20,065)	-	Complete	-			-
20-47625	0068-1A Juniper Canyon Recreation Area	203,400	135,130	68,270	-	(68,270)			-			-
20-47626	0068-1B Juniper Canyon Recreation Area	420,000	76	419,924	-				419,924		250,000	669,924
20-47628	0061-00 Hidden Oaks Backbone Phase 2	4,000	3,883	117	-	(117)	-	Reimbursement agreement completed	-			-
20-47630	0062-00 Hidden Oaks Open Space Improvements	1,100,000	29,386	1,070,614	-		-		1,070,614			1,070,614
20-47631	0054-00 Herriman Athletics Sports Complex	1,125,000	3,500	1,121,500	-		-		1,121,500			1,121,500
20-47633	0085-00 OHV Trails	60,000		60,000	-	(60,000)	-	Release per Wendy.	-			-
20-47634	0078-02 Midas Creek Trail Asphalt Improvements	1,050,000		1,050,000	-		-	Executed reimbursement agreement with Wright Homes	1,050,000	600,000		1,650,000
20-47635	0036-00 Copper Field Trail	200,000		200,000	-	(200,000)	-	Included in $1 million FY2024 payment to Edge Homes.	-			-
20-47907	0011-01 6400 W Improvements Phase 1	99,000		99,000	-	(99,000)	-	Included in future bond.	-			-
20-47640	0068-1C Juniper Canyon Recreation Area (Phase 1C)			-			-	Per 7/10/24 City Council meeting reallocate $250K to Juniper Canyon Trail Project	-	2,300,000	(250,000)	2,050,000
		$ 6,570,400	**$ 214,672**	**$ 6,355,728**	**-**	**(531,336)**	**-**		**$ 5,824,392**	**$ 2,900,000**	**$ -**	**$ 8,724,392**

City of Herriman
Transportation Impact Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
40-3900		Budgeted Use of Fund Balance	371,700	1,341,230	1,712,930	
TOTAL REVENUE ADJUSTMENTS - TRANSPORTATION IMPACT FEE FUND			**$ 371,700**	**$ 1,341,230**	**$ 1,712,930**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
22-49350		0132-00 Transportation Master Plan	$ 15,000	$ 5,750	$ 20,750	FY2024 Carryover
22-41304		0130-00 Real Vista Mountain View Corridor Improvements	955,000	135,000	1,090,000	FY2024 Carryover
22-41308		0205-00 Axia Business Park Reimbursement	-	212,000	212,000	Reimbursement agreement executed June 2024
22-49717		0115-00 Silver Bowl Reimbursement Agreement	6,570	56,340	62,910	FY2024 Carryover
22-49733		0044-01 Dansie Blvd Reimbursement	-	430,440	430,440	FY2024 Carryover
22-49734		0055-04 Herriman Blvd Phase 4 Reimbursement	-	211,000	211,000	FY2024 Carryover
22-49736		0097-00 Rockwell Connector Reimbursement	61,450	90,700	152,150	FY2024 Carryover
22-49739		0001-01 11800 S Improvements Ph 1 (Reimb)	284,380	200,000	484,380	FY2024 Carryover
TOTAL EXPENDITURE ADJUSTMENTS - TRANSPORTATION IMPACT FEE FUND			**$ 1,322,400**	**$ 1,341,230**	**$ 2,663,630**	

Fund Balance Available (Unrestricted) - Fund 22

	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 1,399,558	$ 2,406,281	$ 1,822,581
Addition (Use of)	2,135,953	(583,700)	(14,340)
Project Carryovers	(1,129,230)	-	-
Ending Balance	**$ 2,406,281**	**$ 1,822,581**	**$ 1,808,241**

City of Herriman
Capital Project Carryover Calculations
Transportation Impact Fee Fund
Fiscal Year 2024 to 2025

GL Account	Description	FY2024 Budget	FY2024 Amount Received/ Spent	FY2024 Remaining Budget	Reallocate (to)/From Other Projects	Release Funds	Additional Funds to be Allocated	Notes	FY2024 to FY2025 Carryover	FY2025 Beginning Budget	FY2025 Budget Reallocation	Ending FY2025 Budget
Expenditures												
22-49350	0132-00 Transportation Master Plan	23,400	17,650	5,750					5,750	15,000		20,750
22-49421	0016-02 7300 W Phase 2 ROW & Design	66,200	66,200	-					-			-
22-49424	0130-00 Real Vista Mountain View Corridor Improvements	135,000	-	135,000				Portion of project budgeted in General Fund	135,000	955,000		1,090,000
22-49717	0115-00 Silver Bowl Reimbursement Agreement	58,435	2,100	56,335				Remainder of reimbursement agreement budgeted. Will not be paid out until development occurs.	56,335	6,570		62,905
22-49719	0025-00 Bella Vea-Bruin View Dr (4000 W)	540,000	293,673	246,327		(246,327)		Reimbursement agreement completed.	-			-
22-49729	0061-00 Hidden Oaks Backbone Ph 2 Reimb	16,500	16,266	234		(234)		Reimbursement agreement completed.	-			-
22-49731	0011-01 6400 W Improvements Phase 1 Reimbursement	108,000	-	108,000		(108,000)		Included in future bond.	-			-
22-49732	0011-03 6400 W Improvements Phase 3 Reimbursement	262,200	-	262,200		(262,200)		Included in future bond.	-			-
22-49733	0044-01 Dansie Blvd Reimbursement	582,400	178,827	403,573			26,863	Request to add additional $26,863 to fully fund reimbursement agreement. Reimbursmeent does not occur until impact fees are paid.	430,436			430,436
22-49734	0055-04 Herriman Blvd Phase 4 Reimbursement	211,000	-	211,000				Due once Creek Ridge reached 450 dwelling units	211,000			211,000
22-49735	0005-01 13800 S Roadway Phase 1 Reimbursement	50,000	-	50,000		(50,000)		Included in future bond.	-			-
22-49736	0097-00 Rockwell Connector Reimbursement	90,700	-	90,700				Remaining contract amount - $184,334. Dependent on future impact fees in development.	90,700	61,450		152,150
22-49739	0001-01 11800 S Improvements Ph 1 (Reimb)	200,000	-	200,000				Agreement for 11800 S and 12600 S widening. Agreement needs to be re-written between Gusts and Teton.	200,000	284,380		484,380
		$ 2,343,835	**$ 574,716**	**$ 1,769,119**	**$ -**	**$ (666,761)**	**$ 26,863**		**$ 1,129,221**	**$ 1,322,400**	**$ -**	**$ 2,451,621**

City of Herriman
Fire Impact Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
24-3990		Budgeted Use of Fund Balance	1,186,200	12,280	1,198,480	
		TOTAL REVENUE ADJUSTMENTS - FIRE IMPACT FEE FUND	**$ 1,186,200**	**$ 12,280**	**$ 1,198,480**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
24-48001		0048-00 Fire Station 103 Replacement	$ 485,000	$ 12,280	$ 497,280	Carryover funds from FY2024
		TOTAL EXPENDITURE ADJUSTMENTS - FIRE IMPACT FEE FUND	**$ 485,000**	**$ 12,280**	**$ 497,280**	

Fund Balance Available (Unrestricted) - Fund 22

	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 918,222	$ 1,272,675	$ 86,475
Addition (Use of)	366,733	(1,186,200)	(17,030)
Project Carryovers	(12,280)	-	-
Ending Balance	**$ 1,272,675**	**$ 86,475**	**$ 69,445**

City of Herriman
New Development Street Lights Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
25-3900		Budgeted Use of Fund Balance	-	220,960	220,960	
TOTAL REVENUE ADJUSTMENTS - NEW DEVELOPMENT STREET LIGHTS FUND			**$ -**	**$ 220,960**	**$ 220,960**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
25-49170		New Development Street Lights	$ -	$ 220,960	$ 220,960	Fund balance to be used for remaining funds. After FY2025 the fund will be closed out.
TOTAL EXPENDITURE ADJUSTMENTS - NEW DEVELOPMENT STREET LIGHTS FUND			**$ -**	**$ 220,960**	**$ 220,960**	

Fund Balance Available (Unrestricted) - Fund 25			
	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 211,711	$ 220,960	$ -
Addition (Use of)	9,249	(220,960)	-
Ending Balance	**$ 220,960**	**$ -**	**$ -**

City of Herriman
New Development Street Signs Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
25-3900		Budgeted Use of Fund Balance	-	272,920	272,920	
TOTAL REVENUE ADJUSTMENTS - NEW DEVELOPMENT STREET LIGHTS FUND			**$ -**	**$ 272,920**	**$ 272,920**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
25-49170		Sign Installation	$ -	$ 272,920	$ 272,920	Fund balance to be used for remaining funds. After FY2025 the fund will be closed out.
TOTAL EXPENDITURE ADJUSTMENTS - NEW DEVELOPMENT STREET LIGHTS FUND			**$ -**	**$ 272,920**	**$ 272,920**	

Fund Balance Available (Unrestricted) - Fund 25			
	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 260,405	$ 272,919	$ -
Addition (Use of)	12,514	(272,920)	-
Ending Balance	**$ 272,919**	**$ -**	**$ -**

City of Herriman Development Services Fund Fiscal Year 2025 Proposed Budget Amendments						
GL Account	**Department**	**GL Account Description**	**FY2025 Budget (Current)**	**Proposed Amendment**	**2025 Adjusted Budget (Proposed)**	**Explanation**
36-39999		Budgeted Use of Fund Balance		19,520	19,520	
		TOTAL REVENUE ADJUSTMENTS - DEVELOPMENT SERVICES FUND	**$ -**	**$ 19,520**	**$ 19,520**	
GL Account	**Department**	**GL Account Description**	**FY2025 Budget (Current)**	**Proposed Amendment**	**2025 Adjusted Budget (Proposed)**	**Explanation**
36-80320		Professional Services	$ -	$ 19,520	$ 19,520	Budget for Development Services Fee Study that began in FY2024
		TOTAL EXPENDITURE ADJUSTMENTS - DEVELOPMENT SERVICES FUND	**$ -**	**$ 19,520**	**$ 19,520**	

Fund Balance Available (Unrestricted) - Fund 36			
	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ 2,214,824	$ 2,377,434
Addition (Use of)	2,214,824	162,610	134,560
Ending Balance	**$ 2,214,824**	**$ 2,377,434**	**$ 2,511,994**
Recommended Fund Balance (3 Months)	**$ 1,484,182**	**$ 1,795,030**	**$ 1,829,823**
Over/(Under) Recommended Fund Balance	**$ 730,643**	**$ 582,404**	**$ 682,172**

City of Herriman
Capital Projects Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
40-36050		Transfer From General Fund	$ 899,420	$ 24,770	$ 924,190	Transfer of carryover funds from the General Fund (street light replacement project)
40-36098		Interest Income-Construction Account	-	12,950	12,950	Interest income earned on Main Street construction account
40-36103		Corridor Preservation Revenue	-	1,519,500	1,519,500	Corridor preservation funds received from Salt Lake County for prior year ROW purchase.
40-36128		JVWCD Grant	-	17,440	17,440	Grant received for Main Street turf conversion project
40-36059		Transfer From ARPA Fund	1,087,860	272,303	1,360,163	FY2024 ending balance in excess of budgeted projections. Transferring remaining balance to close fund.
40-36100		Misc Revenue	-	2,550	2,550	Refund on Cemetery restroom project work order (Rocky Mountain Power)
40-3900		Budgeted Use of Fund Balance	1,946,110	16,297,897	18,244,007	
		TOTAL REVENUE ADJUSTMENTS - CAPITAL PROJECTS	**$ 3,933,390**	**$ 18,147,410**	**$ 22,080,800**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
40-41003	Streets	0100-02 Brook and Maddy Heights (Reimb)	$ 57,200	$ (57,200)	$ -	Reimbursement is complete
40-41011	Street Light	0182-00 Streetlight Replacement Project	70,000	24,770	94,770	Carryover from the General Fund (offset - Transfer In)
40-42007	Parks	0123-00 Ranches Park 2 Playground Replacement	60,000	(60,000)	-	Due to proximity to other playground in the area, Parks staff is proposing eliminating this playground. Funds will be used to replace the Grand Trotter Park amentiy.
40-42008	Parks	0170-00 Main St Median-Water Efficient Landscaping	20,000	17,440	37,440	Grant received for Main Street turf conversion project
40-42012	Parks	0225-00 Grand Trotter Park Amenity Replacement	-	60,000	60,000	Request from Parks Deputy Director to reallocate amenity replacement funds to Grand Trotter Park due to inability to repair equipment at park.
40-47562	Streets	0058-00 Herriman Main St Widening	-	634,670	634,670	FY2024 carryover; $12,950 - Interest income earned on construction funds
40-47567	Engineering	0091-00 Range East Detention Pond Landscaping	-	40,600	40,600	FY2024 carryover
40-47588	Cemetery	0033-00 Cemetery Restroom	-	215,360	215,360	FY2024 carryover
40-47604	Streets	0027-00 Bike Lanes Anthem Park Blvd	-	28,000	28,000	FY2024 carryover
40-47605	Streets	0016-02 7300 W Road Widening Phase 2	-	2,047,270	2,047,270	FY2024 carryover
40-47607	Streets	0010-01 6000 W Road Widening Phase 1	1,894,200	202,540	2,096,740	FY2024 carryover
40-47608	Streets	0010-02 6000 W Road Widening Phase 2	-	80,000	80,000	FY2024 carryover
40-47615	Finance	0172-00 ERP System Replacement	200,000	100,000	300,000	FY2024 carryover
40-47618	Streets	0201-00 Olympia Blvd (Reimb)	-	14,000,000	14,000,000	UDOT grant funds received FY2024. To be reimbursed to developer.
40-47700	Streets	0055-04 Herriman Blvd Phase 4 (Reimb)	-	492,300	492,300	FY2024 carryover
40-47703	Engineering	Parkhouse Phase 3 Fee in Lieu	-	161,660	161,660	FY2024 carryover
40-47956		Transfer to Storm Drain Fund	-	160,000	160,000	Transfer funding for Automall Pond Relocation previously included in ARPA fund
		TOTAL EXPENDITURE ADJUSTMENTS - CAPITAL PROJECTS	**$ 2,301,400**	**$ 18,147,410**	**$ 20,448,810**	

Fund Balance Available (Unrestricted) - Fund 40			
	FY2024	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	6,271,864	$ 1,918,381	$ 1,821,274
Addition (Use of)	5,266,498	(97,107)	(1,700,000)
Interfund Loan Payable	8,529,469	-	-
Project Carryovers	(18,149,450)	-	-
Ending Balance	**$ 1,918,381**	**$ 1,821,274**	**$ 121,274**

City of Herriman
Capital Project Carryover Calculations
General Capital Projects Fund
Fiscal Year 2024 to 2025

GL Account	Description	FY2024 Budget	FY2024 Amount Received/ Spent	FY2024 Remaining Budget	Reallocate (to)/From Other Projects	Release Funds	Other	Notes	FY2024 to FY2025 Carryover	FY2025 Beginning Budget	FY2025 Budget Reallocation	Ending FY2025 Budget
40-41003	0100-02 Brook and Maddy Heights (Reimb)	-	8,608	(8,608)	8,608	-	-	Final reconciliation done in FY2024. Release FY2025 funds.	-	57,200	(57,200)	-
40-41016	0055-05 Herriman Blvd Phase 5 (Reimb)	663,000	662,994	6	-	(6)	-		-	-	-	-
40-47557	0216-00 Property Acquisition	9,013,987	8,919,140	94,847	-	(94,847)	-	Property acquisition budget is for ACUB purchases.	-	2,000,000	-	2,000,000
40-47562	0058-00 Herriman Main St Widening	8,070,500	7,543,857	526,643	-	-	95,077	Interest earned in excess of original estimate	621,720	-	-	621,720
40-47566	0061-00 Hidden Oaks Backbone Ph 2 (Reimb)	145,300	145,221	79	-	(79)	-		-	-	-	-
40-47567	0091-00 Range East Detention Pond Landscaping	40,600	-	40,600	-	-	-		40,600	-	-	40,600
40-47588	0033-00 Cemetery Restroom	216,100	3,290	212,810	-	-	-		212,810	-	-	212,810
40-47592	0069-00 Juniper Crest & Patriot Ridge Islands	15,100	1,979	13,121	-	(13,121)	-	Project complete	-	-	-	-
40-47604	0027-00 Bike Lanes Anthem Park Blvd	28,000	-	28,000	-	-	-	Awarded approximately $100,000 through TAP; $28,000 City portion.	28,000	-	-	28,000
40-47605	0016-02 7300 W Widening Phase 2	3,275,470	1,228,209	2,047,261	-	-	-		2,047,261	-	-	2,047,261
40-47607	0010-01 6000 W Road Widening Phase 1	210,000	7,460	202,540	-	-	-		202,540	1,894,200	-	2,096,740
40-47608	0010-02 6000 W Road Widening Phase 2	80,000	-	80,000	-	-	-		80,000	-	-	80,000
40-47609	0093-00 Reconstruct Hi Country Rd Main	33,800	32,695	1,105	-	(1,105)	-	Concept design complete	-	-	-	-
40-47611	0016-03 7300 W Extension Phase 3 (Reimb)	10,500	10,500	-	-	-	-		-	-	-	-
40-47613	0011-01 6400 W Improvements Phase 1	244,000	-	244,000	-	(244,000)	-	Included in future bond	-	-	-	-
40-47614	Animal Services Tenant Finish	123,000	122,044	956	-	(956)	-	Project complete	-	-	-	-
40-47615	0172-00 ERP System Replacement	100,000	-	100,000	-	-	-		100,000	200,000	-	300,000
40-47617	Parks Retaining Wall	42,400	-	42,400	-	(42,400)	-		-	-	-	-
40-47618	0201-00 Olympia Blvd (Reimb)	14,000,000	-	14,000,000	-	-	-	Funds received through UDOT for building of Olympia Blvd	14,000,000	-	-	14,000,000
40-47700	0055-04 Herriman Blvd Phase 4 (Reimb)	492,300	-	492,300	-	-	-	Due once Creek Ridge reached 450 dwelling units	492,300	-	-	492,300
40-47702	0055-06 Herriman Blvd Phase 6 (Reimb)	1,000,000	1,000,000	-	-	-	-		-	-	-	-
40-47703	Parkhouse Ph 3 Fee in Lieu	161,660	-	161,660	-	-	-		161,660	-	-	161,660
40-48000	City-Wide Fiber Optic Network	29,400	29,400	-	-	-	-	Complete	-	-	-	-
		$ 37,995,117	**$ 19,715,397**	**$ 18,279,720**	**$ 8,608**	**$ (396,514)**	**$ 95,077**		**$ 17,986,891**	**$ 4,151,400**	**$ (57,200)**	**$ 22,081,091**

City of Herriman
Public Works Facility Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
41-3900		Budgeted Use of Fund Balance	$ -	$ 300,000	$ 300,000	
TOTAL REVENUE ADJUSTMENTS - PW FACILITY FUND			**$ -**	**$ 300,000**	**$ 300,000**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
41-47512		Professional Fees	$ -	$ 300,000	$ 300,000	Carryover of FY2024 design/consulting services budget for future PW building.
41-49900		Budgeted Increase in Fund Balance	20,500	(20,500)	-	
TOTAL EXPENDITURE ADJUSTMENTS - PW FACILITY FUND			**$ 20,500**	**$ 279,500**	**$ 300,000**	

Fund Balance Available (Unrestricted) - Fund 41

	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	779,262	$ 513,039	$ 533,539
Addition (Use of)	33,777	20,500	(153,700)
Project Carryovers	(300,000)	-	-
Ending Balance	**$ 513,039**	**$ 533,539**	**$ 379,839**

City of Herriman
Capital Equipment Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
43-36010		Transfer From General Fund	$ 511,460	$ 210,920	$ 722,380	
43-36015		Transfer From Police Fund	22,000	560	22,560	Transfer from Police Fund for speed trailer (over budget)
43-36026		Transfer From HCSEA Fund	697,720	165,100	862,820	Transfer for Vehicles for New Officers
TOTAL REVENUE ADJUSTMENTS - CAPITAL EQUIPMENT			**$ 1,231,180**	**$ 376,580**	**$ 1,607,760**	

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
43-65301	Streets	Freightliner 108SD (Unit 274) (Hooklift)	$ -	$ 135,970	$ 135,970	Carryover of Hooklift truck from FY2024
43-76302	Parks	Ford F150 (Unit 198)	57,750	(53,530)	4,220	Reduction for vehicle purchased from Water Fund (Unit # 263). Remainder of funds is for upfitting.
43-76305	Parks	Ford F550 (Unit 275)	-	74,950	74,950	Carryover of insurance proceeds for vehicle that caught on fire (Parks)
43-90100	Police	Speed Trailer	22,000	560	22,560	Actual cost of speed trailer was $551 over budget. Transfer from Police Fund to cover difference.
43-90301	Police	Ford F150 (New)	-	82,550	82,550	Vehicle for new Police Officer
43-90302	Police	Fore F150 (New)	-	82,550	82,550	Vehicle for new Police Officer
43-99150		Transfer to Water Capital Projects	-	53,530	53,530	Reimbursement for Water Fund vehicle purchased by the Parks Department
TOTAL EXPENDITURE ADJUSTMENTS - CAPITAL EQUIPMENT			**$ 79,750**	**$ 376,580**	**$ 456,330**	

Fund Balance Available (Unrestricted)			
	FY2024 (Actual)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ 701,820	$ 1,399,540
Addition (Use of)	701,820	697,720	697,720
Ending Balance	**$ 701,820**	**$ 1,399,540**	**$ 2,097,260**

City of Herriman
Water Capital Project Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
50-38229		Grant - Environmental Protection Agency	$ -	$ 3,243,520	$ 3,243,520	Carryover from FY2024
50-38230		Grant - Secondary Waterline 13400 S 5600 W	-	1,585,000	1,585,000	State of Utah Grant
50-38231		Grant - State of Utah 2M Culinary Water Tank	-	4,000,000	4,000,000	State of Utah Grant - Olympia Zone 5 & 6 Water Tank Grant
50-39043		Transfer From Capital Equipment Fund	-	53,530	53,530	Purchase of vehicle by Parks Department
50-39051		Transfer From Water Fund	740,703	21,467,550	22,208,253	
		TOTAL REVENUE ADJUSTMENTS - WATER CAPITAL PROJECTS	**$ 740,703**	**$ 30,349,600**	**$ 31,090,303**	

GL Account	Department	GL Account Description	FY2024 Budget (Current)	Proposed Amendment	2024 Adjusted Budget (Proposed)	Explanation
50-86307		Ford F150 4X4 Supercab (Unit 221)	$ -	$ 53,530	$ 53,530	Proceeds from sale of vehicle (Unit # 263) to Parks Department proposed to be used to purchase Blue Stakes vehicle replacement left off vehicle replacement list.
50-86516		0017-00 AMI Water Reading System	-	128,680	128,680	Carryover from fiscal year 2024
50-86517		0095-00 North Herriman Well Development	-	217,000	217,000	Combination of Bodell Well and Future Well Replacement Feasiblity Study into one project per PW Director
50-86519		0112-00 Secondary Water Expansion & Repair	-	100,000	100,000	Carryover from fiscal year 2024
50-86521		0202-00 6400 W Improvement (Olympia) Reimbursement	-	1,700,500	1,700,500	Carryover from fiscal year 2024
50-86522		0077-00 Water Reading Web Portal	-	100,000	100,000	Carryover from fiscal year 2024
50-86523		0055-04 Herriman Blvd Phase 4 Reimbursement	-	68,600	68,600	Carryover from fiscal year 2024
50-86524		0141-00 Zone 2 & 3 Major Water Improvements	-	15,900,000	15,900,000	Carryover from fiscal year 2024 (executed contract) (bond funds)
50-86528		0141-00 Zone 2 & 3 Major Water Improvements Management	-	600,000	600,000	City portion of contract funds withheld (bond funds)
50-86529		Secondary Waterline 13400 S 5600 W	-	1,585,000	1,585,000	Grant received from State of Utah
50-86515		0161-00 Olympia Zone 3 Culinary Water Tank	-	989,980	989,980	Carryover from fiscal year 2024
50-86530		Olympia Zone 5 & 6 Water Infrastructure	-	4,000,000	4,000,000	Grant received from State of Utah
50-86525		0165-00 JBM Pump Access Hatch	-	50,000	50,000	Carryover from fiscal year 2024
50-86526		0212-00 Stillman Well Rehabilitation	-	626,910	626,910	Carryover from fiscal year 2024
50-86527		0200-00 Whisper Rose PRV Installation	-	175,000	175,000	Carryover from fiscal year 2024
50-86514		0128-00 Old Town Water Project (EPA Grant)	-	4,054,400	4,054,400	Carryover from fiscal year 2024 (partially funded by grant)
		TOTAL EXPENDITURE ADJUSTMENTS - WATER CAPITAL PROJECTS	**$ -**	**$ 30,349,600**	**$ 30,349,600**	

City of Herriman
Capital Project Carryover Calculations
Water Fund
Fiscal Year 2024 to 2025

GL Account	Description	FY2024 Budget	FY2024 Amount Received/ Spent	FY2024 Remaining Budget	Reallocate (to)/From Other Projects	Release Funds	Other	Notes	FY2024 to FY2025 Carryover	FY2025 Beginning Budget	FY2025 Budget Reallocation	Ending FY2025 Budget
51-48104	0017-00 AMI Water Reading System	134,300	5,625	128,675					128,675			128,675
51-48115	0095-00 Relocate Bodell Well (6000 W 12560 S)	175,000		175,000				51-48115 and 51-48116 combined into one project (86517)	175,000			175,000
51-48116	0049-00 Future Well Replacement Feasibility Study	42,000		42,000					42,000			42,000
51-48119	0044-01 Dansie Blvd Phase 1 Reimbursement	312,700	312,689	11		(11)		Water enterprise portion of agreement completed.	-			-
51-48120	0003-00 13400 South Secondary Waterline	150,000	150,000	-				Reimbursement agreement complete	-			-
51-48121	0112-00 Secondary Water Expansion & Repair	100,000	-	100,000					100,000			100,000
51-48122	0134-00 Water Storage Building	200,000	-	200,000		(200,000)		Do not carryover per PW Director	-			-
51-48123	0202-00 6400 W Improvement (Olympia) Reimbursement	1,700,500	-	1,700,500				Executed reimbursement agreement	1,700,500			1,700,500
51-48124	0077-00 Water Reading Web Portal	100,000	-	100,000					100,000			100,000
51-48126	0055-04 Herriman Blvd Phase 4 Reimbursement	68,600	-	68,600					68,600			68,600
51-48128	0046-00 East Herriman Zone 2 & 3 Pipeline	3,710,000	-	3,710,000	(3,710,000)			0046-00 project merged	-			-
	0141-00 Zone 2 & 3 Major Water Improvements	11,837,400	299,907	11,537,493	3,710,000		652,507	Executed reimbursement agreement with DAI and South Hills ($15,900,000). Remaining $600,000 retained by the City split into separate line	15,900,000			15,900,000
51-48140	0141-00 Zone 2 & 3 Major Water Improvements Management						600,000	Management portion of project 0141-00	600,000			600,000
51-48132	0061-00 Hidden Oaks Backbone Ph 2	35,000	34,113	887		(887)		This agreement is complete.	-			-
51-48134	0161-00 Olympia Zone 3 Culinary Water Tank	1,000,000	10,029	989,971				GOEO Grant	989,971			989,971
51-48135	0165-00 JBM Pump Access Hatch	50,000		50,000					50,000			50,000
51-48136	0160-00 Eastridge PRV (Reimb)	111,000	110,991	9		(9)		Project is complete	-			-
51-48137	0212-00 Stillman Well Rehabilitation	808,610	181,708	626,902					626,902			626,902
51-48138	0200-00 Whisper Rose PRV Installation	175,000		175,000					175,000			175,000
51-48139	0128-00 Old Town Water Project (EPA Grant)	4,054,400	21,798	4,032,602			21,798	Engineering/project management expenses are not grant eligible.	4,054,400			4,054,400
51-81080	Vehicle Purchases	303,900	3,034	300,866		(300,866)			-			-
51-81800	C O - SCADA Integration	62,592	42,064	20,528		(20,528)		Yearly funds	-			-
51-81801	0111-00 SCADA System Upgrade	55,000	14,470	40,530		(40,530)		Yearly funds	-	55,000		55,000
		$ 25,186,002	**$ 1,186,428**	**$ 23,999,574**	**$ 0**	**$ (562,831)**	**$ 1,274,305**		**$ 24,711,048**	**$ 55,000**	**$ -**	**$ 24,766,048**

Bond Project Balance as of 6/30/2024	$ 17,410,876
June 2024 Expense Draw Done in July	100,340
Project 0046-00 East Herriman Zone 2 & 3 Pipeline	15,900,000
East Herriman Zone 2 & 3 Pipeline Project Management	600,000
Budget Remaining	**$ 810,536** Being held for possible arbitrage

City of Herriman
Water Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
51-39999		Use of Fund Balance	1,006,733	21,467,550	22,474,283	
		TOTAL REVENUE ADJUSTMENTS - WATER FUND	**$ 1,006,733**	**$ 21,467,550**	**$ 22,474,283**	

GL Account	Department	GL Account Description	FY2024 Budget (Current)	Proposed Amendment	2024 Adjusted Budget (Proposed)	Explanation
51-99051		Transfer to Water Capital Projects	740,703	21,467,550	22,208,253	
		TOTAL EXPENDITURE ADJUSTMENTS - WATER FUND	**$ 740,703**	**$ 21,467,550**	**$ 22,208,253**	

Fund Balance Available (Current Assets Less Current Liabilities)	FY2024	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	23,989,171	$ 9,689,962	$ 8,683,229
Addition (Use of)	7,978,855	(1,006,733)	(283,705)
Project Carryovers	(24,711,048)	-	-
Add: EPA Grant	3,243,520	-	-
Less: Unspent Bond Proceeds	(810,536)	-	-
Ending Balance	**$ 9,689,962**	**$ 8,683,229**	**$ 8,399,524**
Recommended Fund Balance (6 Months)	**$ 4,895,256**	**$ 6,571,505**	**$ 7,019,350**
Over/(Under) Recommended Fund Balance	**$ 4,794,706**	**$ 2,111,724**	**$ 1,380,174**

City of Herriman
Water Impact Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2024 Budget (Current)	Proposed Amendment	2024 Adjusted Budget (Proposed)	Explanation
53-3900		Use of Fund Balance	-	138,310	138,310	
		TOTAL REVENUE ADJUSTMENTS - WATER IMPACT FEE FUND	**$ -**	**$ 138,310**	**$ 138,310**	

GL Account	Department	GL Account Description	FY2024 Budget (Current)	Proposed Amendment	2024 Adjusted Budget (Proposed)	Explanation
53-47600		0133-00 Water Master Plan	15,000	28,200	43,200	Carryover of FY2024 funding
53-48727		0055-04 Herriman Blvd Ph 4 (Reimb)	-	29,400	29,400	Carryover of FY2024 funding
53-48724		0058-00 Herriman Main St Widening	-	100,000	100,000	Carryover of FY2024 funding (release $1.6 million)
53-48725		0143-00 Zone 4 Cove Secondary Reservoir	-	469,100	469,100	Carryover of FY2024 funding
53-48737		0149-01 UDOT Porter Rockwell Betterments Waterline	-	179,300	179,300	Capital projects have been held until a full list of proposed projects may be presented to the Council. However, a contract was executed in March 2023 and needs to be budgeted.
53-48730		0011-03 6400 W (Phase 3) Improvements (Reimb)	442,000	600	442,600	Carryover of FY2024 funding
53-48744		0205-00 Axia Business Park (Reimb)	-	218,000	218,000	Reimbursement agreement executed June 2023
53-49900		Contribution to Fund Balance	886,290	(886,290)	-	Carryover of FY2024 funding
		TOTAL EXPENDITURE ADJUSTMENTS - WATER IMPACT FEE FUND	**$ 1,343,290**	**$ 138,310**	**$ 1,481,600**	

Fund Balance Available (Current Assets Less Current Liabilities)	FY2024	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	283,835	$ 3,288,766	$ 3,150,456
Addition (Use of)	3,143,241	(138,310)	1,174,800
Ending Balance*	**$ 3,288,766**	**$ 3,150,456**	**$ 4,325,256**

*Water is compiling a list of projects to be included in a future bond.

City of Herriman
Capital Project Carryover Calculations
Water Impact Fee Fund
Fiscal Year 2024 to 2025

GL Account	Description	FY2024 Budget	FY2024 Amount Received/ Spent	FY2024 Remaining Budget	Reallocate (to)/From Other Projects	Release Funds	Additional Funds to be Allocated	Notes	FY2024 to FY2025 Carryover	FY2025 Beginning Budget	FY2025 Budget Reallocation	Ending FY2025 Budget
53-47600	0133-00 Water Master Plan	120,000	91,810	28,191	-	-	-		28,191	15,000	-	43,191
53-47841	0061-00 Hidden Oaks Backbone Ph 2 (Reimb)	2,000	1,566	434	-	(434)	-	Agreement has been completed.	-	-	-	-
53-48718	0025-00 Bella Vea-Bruin View Dr (4000 W) (Reimb)	264,360	264,351	9	-	(9)	-		-	-	-	-
53-48727	0055-04 Herriman Blvd Ph 4 (Reimb)	29,400		29,400	-	-	-		29,400	-	-	29,400
53-48728	0202-00 6400 W Waterlines Reimbursement	13,195		13,195	-	(13,195)	-	Do not carry over funds	-	-	-	-
53-48732	0044-01 Dansie Blvd Phase 1 Reimbursement	17,500	15,578	1,922	-	(1,922)	-	This portion of the agreement is complete.	-	-	-	-
53-48724	0058-00 Herriman Main St Widening	1,700,000	-	1,700,000	-	(1,600,000)	-	Releasing all but $100K of funding. Bond proceeds are primary funding source and currently seem sufficient to cover project.	100,000	-	-	100,000
53-48725	0143-00 Zone 4 Cove Secondary Reservoir	469,100		469,100	-	-	-		469,100	-	-	469,100
53-48730	0011-03 6400 W (Phase 3) Improvements (Reimb)	600	-	600	-	-	-	The funding may need to be looked at/revised. General Fund portion part of bond.	600	442,000	-	442,600
		$ 2,616,155	**$ 373,305**	**$ 2,242,851**	**-**	**(1,615,560)**	**-**		**$ 627,291**	**$ 457,000**	**$ -**	**$ 1,084,291**

City of Herriman
Storm Drain Impact Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
56-39999		Use of Fund Balance	707,170	927,200	1,634,370	Carryover of FY2024 budgeted projects
		TOTAL REVENUE ADJUSTMENTS - STORM DRAIN IMPACT FEE FUND	**$ 707,170**	**$ 927,200**	**$ 1,634,370**	

GL Account	Department	GL Account Description	FY2024 Budget (Current)	Proposed Amendment	2024 Adjusted Budget (Proposed)	Explanation
56-48350		Master Planning - Storm Drain	10,000	85,000	95,000	FY2024 Carryover
56-48360		0103-00 Rose Creek Storm Drain	-	787,000	787,000	FY2024 Carryover
56-49718		0011-03 6400 W Improvements Ph 3 (Reimb)	312,920	55,200	368,120	FY2024 Carryover
		TOTAL EXPENDITURE ADJUSTMENTS - STORM DRAIN IMPACT FEE FUND	**$ 322,920**	**$ 927,200**	**$ 1,250,120**	

Fund Balance Available (Current Assets Less Current Liabilities)			
	FY2024	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	3,062,527	$ 2,022,319	$ 1,315,149
Addition (Use of)	(113,007)	(707,170)	7,200
Project Carryovers	(927,200)	-	-
Ending Balance	**$ 2,022,319**	**$ 1,315,149**	**$ 1,322,349**

City of Herriman
Capital Project Carryover Calculations
Storm Drain Impact Fee Fund
Fiscal Year 2024 to 2025

GL Account	Description	FY2024 Budget	FY2024 Amount Received/ Spent	FY2024 Remaining Budget	Reallocate (to)/From Other Projects	Release Funds	Additional Funds to be Allocated	Notes	FY2023 to FY2024 Carryover	FY2024 Beginning Budget	FY2024 Budget Reallocation	Ending FY2024 Budget
56-48350	0120-00 Master Planning - Storm Drain	85,000	-	85,000			-		85,000	10,000		95,000
56-48360	0103-00 Rose Creek Storm Drain	1,354,132	567,132	787,000			-	$567K paid to Edge in January 2024	787,000			787,000
56-48367	0058-00 Herriman Main St Widening	105,000	-	105,000		(105,000)	-	Most likely this can be released	-			-
56-49717	0044-01 Dansie Blvd Phase I Reimbursement	78,300	78,295	5		(5)	-		-			-
56-49718	0011-03 6400 W Improvements Ph 3 (Reimb)	55,200	-	55,200			-		55,200			55,200
		$ 1,677,632	**$ 645,426.58**	**$ 1,032,205**	**$ -**	**$ (105,005)**	**$ -**		**$ 927,200**	**$ 10,000**	**$ -**	**$ 937,200**

City of Herriman
Storm Drain Capital Projects Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
57-39040		Transfer From Capital Projects	-	160,000	160,000	Carryover of FY2024 budgeted projects
		TOTAL REVENUE ADJUSTMENTS - STORM DRAIN FUND	**$ -**	**$ 160,000**	**$ 160,000**	

GL Account	Department	GL Account Description	FY2024 Budget (Current)	Proposed Amendment	2024 Adjusted Budget (Proposed)	Explanation
57-63506	Storm Drain	0162-00 Automall Pond Relocation	-	160,000	160,000	Previously budgeted project in ARPA Fund
		TOTAL EXPENDITURE ADJUSTMENTS - STORM DRAIN FUND	**$ -**	**$ 160,000**	**$ 160,000**	

City of Herriman Job Classification Plan Fiscal Years 2025 and 2026 (Revised December 11, 2024)							
Position	**Grade**	**FY2024**	**FY2025**	**FY2026**	**Difference**		**Unfunded**
General Fund							
Legislative							
Mayor*		0.5	0.5	0.5	-		-
City Council Member*		2.0	2.0	2.0	-		-
Total Legislative		**2.5**	**2.5**	**2.5**	**-**		**-**
Administration							
City Manager	L22	1.0	1.0	1.0	-		-
Assistant City Manager	L21	1.0	1.0	1.0	-		-
Management Analyst	L15	1.0	1.0	1.0	-		-
Executive Administrative Assistant	O14	1.0	1.0	1.0	-		-
Administrative Assistant	O12	1.0	1.0	1.0	-		-
Total Administration		**5.0**	**5.0**	**5.0**	**-**		**-**
City Attorney and Human Resources							
City Attorney							
City Attorney	L21	1.0	1.0	1.0	-		-
Prosecuting/Assistant City Attorney	L18	1.0	1.0	1.0	-		-
Legal Assistant	O13	1.0	1.0	1.0	-		-
Total City Attorney		**3.0**	**3.0**	**3.0**	**-**		**-**
Human Resources							
Human Resources Manager	L17	1.0	1.0	1.0	-		-
Human Resources Generalist I/II/III	O13 O14 O15	2.0	2.0	2.0	-		-
Total Human Resources		**3.0**	**3.0**	**3.0**	**-**		**-**
Total City Attorney and Human Resources		**6.0**	**6.0**	**6.0**	**-**		**-**
Information Technology and Communications							
Information Technology							
IT & Communications Director	L20	1.0	1.0	1.0	-		-
ITS Technician I/II/III	O13 O14 O15	2.0	2.0	2.0	-		-
Total Information Technology		**3.0**	**3.0**	**3.0**			
Communications							
Communications Manager	L16	1.0	1.0	1.0	-		-
Communications Specialist I/II/III	O12 O13 O14	2.0	2.0	2.0	-		-
Total Communications		**3.0**	**3.0**	**3.0**	**-**		**-**
Total Information Technology and Communications		**6.0**	**6.0**	**6.0**	**-**		**-**
Administrative Services							
Finance							
Director of Finance and Administrative Services	L20	1.0	1.0	1.0	-		-
City Treasurer	O16	1.0	1.0	1.0	-		-
Senior Accountant	L16	1.0	1.0	1.0	-		-
Accountant I/II	O14 O15	1.0	1.0	1.0	-		-
Accounting Clerk	O13	1.0	1.0	1.0	-		-

City of Herriman Job Classification Plan Fiscal Years 2025 and 2026 (Revised December 11, 2024)							
Position	**Grade**	**FY2024**	**FY2025**	**FY2026**	**Difference**		**Unfunded**
Total Finance		**5.0**	**5.0**	**5.0**	**-**		**-**
City Recorder							
Deputy Director of Administrative Services	L18	1.0	1.0	1.0	-		-
Deputy City Recorder	O14	1.0	1.0	1.0	-		-
Passport Coordinator	O13	1.0	1.0	1.0	-		-
Records Specialist	O13	1.0	1.0	1.0	-		1.0
Total City Recorder		**4.0**	**4.0**	**4.0**	**-**		**1.0**
Customer Service							
Customer Service Supervisor	O14	1.0	1.0	1.0	-		-
Customer Service Technician I/II/III	O11 O12 O13	3.0	3.0	3.0	-		-
Total Customer Service		**4.0**	**4.0**	**4.0**	**-**		**-**
Justice Court							
Court Administrator	L16	1.0	1.0	1.0	-		-
Judicial Assistant I/II/III	O11 O12 O13	2.0	2.0	2.0	-		-
Police Court Services Officer	P12	1.4	1.4	1.4	-		-
Total Justice Court		**4.4**	**4.4**	**4.4**	**-**		**-**
Total Administrative Services		**17.4**	**17.4**	**17.4**	**-**		**1.0**
Parks, Recreation, and Events							
Parks & Cemetery							
Deputy Director of Parks, Recreation, & Events	L18	1.0	1.0	1.0	-		-
Parks Foreman	G14	1.0	1.0	1.0	-		-
Trails & Open Spaces Coordinator	G14	1.0	1.0	1.0	-		-
Parks Operations Coordinator	G13	1.0	1.0	1.0	-		-
City Arborist	G13	1.0	1.0	1.0	-		-
Parks Technician I/II/III III/Lead	G11 G12 G13	14.4	14.4	14.4	-		-
Parks Technician Part-Time	G10	0.3	0.3	0.3	-		-
Seasonal Parks Technicians	G10	2.5	2.5	2.5	-		-
Total Parks & Cemetery		**22.2**	**22.2**	**22.2**	**-**		**-**
Events							
Events Manager	L16	1.0	1.0	1.0	-		-
Events Technician I/II/III	G11 G12 G13	1.0	1.0	1.0	-		-
Events Assistant	G10	1.4	1.4	1.4	-		-
Seasonal Events Staff Supervisor Seasonal Events Staff	G9	1.3	1.3	1.3	-		-
Total Events		**4.7**	**4.7**	**4.7**	**-**		**-**
Ice Ribbon							
Seasonal Events Staff Supervisor Seasonal Events Staff	G9	1.4	1.4	1.4	-		-
Blackridge Reservoir							

City of Herriman Job Classification Plan Fiscal Years 2025 and 2026 (Revised December 11, 2024)							
Position	**Grade**	**FY2024**	**FY2025**	**FY2026**	**Difference**		**Unfunded**
Seasonal Events Staff Supervisor Seasonal Events Staff	G9	1.2	1.2	1.2	-		-
Total Parks, Recreation, and Events		**29.5**	**29.5**	**29.5**			
Public Works							
Administration							
Public Works Director	L20	1.0	1.0	1.0	-		-
Director of Operations	L19	1.0	1.0	1.0	-		-
Operations Lead Administrative Coordinator	O14	1.0	1.0	1.0	-		-
Public Works Administrative Assistant	O12	1.0	1.0	1.0	-		-
Total Administration		**4.0**	**4.0**	**4.0**	**-**		**-**
Facilities							
Facilities Manager	L16	1.0	1.0	1.0	-		1.0
Facilities Tech I/II/III III/Lead	G11 G12 G13	3.0	3.0	3.0	-		-
Total Facilities		**4.0**	**4.0**	**4.0**	**-**		**1.0**
Fleet							
Shop Foreman	G14	1.0	1.0	1.0	-		-
Mechanic Technician I/II/III	G11 G12 G13	1.0	1.0	1.0	-		-
Fleet Administrative Assistant	O12	1.0	1.0	1.0	-		-
Parts Runner/Mechanic Apprentice	G11	1.0	1.0	1.0	-		-
Total Fleet		**4.0**	**4.0**	**4.0**	**-**		**-**
Streets							
Streets Manager	L16	1.0	1.0	1.0	-		-
Streets Foreman	G14	1.0	1.0	1.0	-		-
Streets Technician I/II/III III/Lead	G11 G12 G13	7.0	7.0	7.0	- -		- -
Seasonal Streets Technician I	G11	1.0	1.0	1.0	-		-
Total Streets		**10.0**	**10.0**	**10.0**	**-**		**-**
Street Lights							
Street Light Foreman	G14	1.0	1.0	1.0	-		-
Street Light Technician I/II/III	G11 G12 G13	1.0	1.0	1.0	-		- -
Total Street Lights		**2.0**	**2.0**	**2.0**	**-**		**-**
Total Public Works		**24.0**	**24.0**	**24.0**	**-**		**1.0**
Community Development							
Administration							
Community Development Director	L20	1.0	1.0	1.0	-		-
Community Development Coordinator	O15	1.0	1.0	1.0	-		-
Total Administration		**2.0**	**2.0**	**2.0**	**-**		**-**
Engineering							
City Engineer	L19	1.0	1.0	1.0	-		-
Public Utilities Engineering Manager	L18	1.0	1.0	1.0	-		-

City of Herriman Job Classification Plan Fiscal Years 2025 and 2026 (Revised December 11, 2024)						
Position	**Grade**	**FY2024**	**FY2025**	**FY2026**	**Difference**	**Unfunded**
Engineer I/II/III	L15 L16 L17	-	1.0	1.0	1.0	-
Property Acquisition Specialist	G15	1.0	-	-	(1.0)	-
Public Works Inspector Supervisor	G15	1.0	1.0	1.0	-	-
Project Manager	G14	1.0	1.0	1.0	-	-
Public Works Inspector I/II/III	G12 G13 G14	2.0	2.0	2.0	-	-
Storm Water Inspector I/II/III	G12 G13 G14	2.0	2.0	2.0	-	-
Total Engineering		**9.0**	**9.0**	**9.0**	**-**	**-**
GIS						
GIS Manager	L16	1.0	1.0	1.0	-	-
GIS Technician I/II/III	O13 O14 O15	2.0	2.0	2.0	-	-
Total GIS		**3.0**	**3.0**	**3.0**	**-**	**-**
Planning						
Director of Planning	L18	1.0	1.0	1.0	-	-
Planning Manager	L17	1.0	1.0	1.0	-	-
Planner I/II/III	O13 O14 O15	2.0	2.0	2.0	-	-
Total Planning		**4.0**	**4.0**	**4.0**	**-**	**-**
Economic Development						
Economic Development Coordinator	O14	1.0	1.0	1.0	-	-
Total Community Development		**19.0**	**19.0**	**19.0**	**-**	**-**
Public Safety						
Police						
Police Chief	L20	1.0	1.0	1.0	-	-
Police Deputy Chief	L19	1.0	1.0	1.0	-	-
Police Commander	L18	2.0	2.0	2.0	-	-
Police Sergeant	P16	8.0	8.0	8.0	-	-
Police Officer Police Master Officer	P14 P15	30.0	32.0	32.0	2.0	-
Police Office Coordinator	P14	1.0	1.0	1.0	-	-
Police Forensics Technician I/II	P12 P13	1.0	1.0	1.0	-	-
Police Victim Advocate	P12	1.0	1.0	1.0	-	-
Police Records Technician I/II	P11 P12	3.0	3.0	3.0	-	-
Total Police		**48.0**	**50.0**	**50.0**	**2.0**	**-**
Animal Services						
Animal Services Supervisor	P15	1.0	1.0	1.0	-	-

City of Herriman Job Classification Plan Fiscal Years 2025 and 2026 (Revised December 11, 2024)						
Position	**Grade**	**FY2024**	**FY2025**	**FY2026**	**Difference**	**Unfunded**
Animal Services Technician I/II/III	P11 P12 P13	2.0	2.0	2.0	-	-
Total Animal Services		**3.0**	**3.0**	**3.0**	**-**	**-**
Community Services						
Police Community Services Officer	P12	2.0	2.0	2.0	-	-
Emergency Management						
Emergency Management Planning Specialist	P14	0.5	0.5	0.5	-	-
Crossing Guards						
Crossing Guard Coordinator	P11	0.5	0.5	0.5	-	-
Crossing Guard Assistant Coordinator	P10	0.1	0.1	0.1	-	-
Crossing Guards	P10	7.8	8.1	8.1	0.3	-
Total Crossing Guards		**8.4**	**8.7**	**8.7**	**0.3**	**-**
Total Public Safety		**61.9**	**64.2**	**64.2**	**2.3**	**-**
Total General Fund		**171.3**	**173.6**	**173.6**	**2.3**	**2.0**
Development Services Fund						
Building Official	L18	1.0	1.0	1.0	-	-
Deputy City Engineer	L18	-	1.0	1.0	1.0	-
Engineer I/II/III	L15 L16 L17	1.0	-	-	(1.0)	-
Assistant Building Official	G16	2.0	2.0	2.0	-	-
Building Inspector I/II/III	G13 G14 G15	4.0	4.0	4.0	-	-
Building Permit Technician I/II/III	O11 O12 O13	3.0	3.0	3.0	-	-
Total Development Services		**11.0**	**11.0**	**11.0**	**-**	**-**
Enterprise Funds						
Water						
Water Operations Manager	L17	1.0	1.0	1.0	-	-
Water Operator Foreman	G15	1.0	1.0	1.0	-	-
Lead Water Coordinator	O14	1.0	1.0	1.0	-	-
Water Conservation & Quality Coordinator	O13	1.0	1.0	1.0	-	-
Water Technician I Water Operator I/II/III/IV IV/Lead	G11 G12 G13 G14	20.0	20.0	20.0	-	-
Seasonal Water Technician	G11	0.5	0.5	0.5	-	-
GIS Technician I/II/III	O11 O12 O13	0.7	0.7	0.7	-	-
Total Water Fund		**25.2**	**25.2**	**25.2**	**-**	**-**
Storm Water						
Storm Water Foreman	G14	1.0	1.0	1.0	-	-

City of Herriman Job Classification Plan Fiscal Years 2025 and 2026 (Revised December 11, 2024)							
Position	**Grade**	**FY2024**	**FY2025**	**FY2026**	**Difference**		**Unfunded**
Storm Water Technician I/II/III	G11 G12 G13	4.0	4.0	4.0	-		-
Total Storm Water Fund		**5.0**	**5.0**	**5.0**	**-**		**-**
Total Enterprise Funds		**30.2**	**30.2**	**30.2**	**-**		**-**
Total Full-Time Equivalent		**212.5**	**214.8**	**214.8**	**2.3**		**2.0**

**Mayor and City Council Member positions are classified as 0.5 FTE for purposes of this schedule*

City of Herriman Fiscal Year 2025 Pay Grades and Ranges			
Grade	**Minimum**	**Midpoint**	**Maximum**
Leadership Grades (Salary)			
L22	$ 158,207.11	$ 197,647.26	$ 237,236.24
L21	141,256.35	176,470.77	211,818.08
L20	122,785.38	153,481.73	184,178.08
L19	107,769.42	134,612.11	161,587.69
L18	95,278.27	119,197.50	142,983.85
L17	84,381.73	105,510.38	126,506.15
L16	74,681.15	93,285.00	112,021.73
L15	66,043.65	82,654.23	99,131.92
Office Staff Grades (Per Hour)			
O16	35.90	44.85	53.86
O15	31.75	39.74	47.66
O14	28.11	35.14	42.17
O13	22.27	27.84	33.42
O12	18.72	23.40	28.08
O11	16.13	20.17	24.21
O10	14.03	17.54	21.05
Skilled General Labor Grades (Per Hour)			
G16	39.49	49.33	59.24
G15	33.34	41.72	50.04
G14	25.99	36.89	44.27
G13	24.50	30.62	36.76
G12	20.90	25.74	30.89
G11	19.00	22.19	26.63
G10	14.03	17.54	21.05
G9	11.65	15.95	19.14
Public Safety Grades (Per Hour)			
P16	39.49	49.33	59.24
P15	33.34	41.72	50.04
P14	26.27	36.89	44.27
P13	24.50	31.98	39.46
P12	20.60	25.74	30.89
P11	17.75	22.19	26.63
P10	14.03	17.54	21.26

City of Herriman Fiscal Year 2025 Police Step Program		
Step	**Hourly**	**Yearly**
Officer		
1	$ 30.79	$ 64,042.85
2	32.64	67,890.92
3	33.62	69,929.48
4	34.63	72,036.75
5	35.67	74,189.84
6	39.41	81,977.60
7	40.59	84,428.45
8	41.82	86,993.83
9	43.07	89,582.11
10	44.36	92,262.02
Master Officer		
6	40.92	85,117.21
7	42.19	87,749.70
8	43.45	90,383.79
9	44.75	93,086.60
10	46.10	95,881.03
11	47.48	98,767.08
Sergeant		
1	50.37	104,768.24
2	52.13	108,433.07
3	53.96	112,235.32

HERRIMAN, UTAH

RESOLUTION NO. R -2024

A RESOLUTION OF THE HERRIMAN CITY COUNCIL APPROVING AN AMENDMENT TO THE 2025 FISCAL YEAR BUDGET AND FISCAL YEAR 2025-2026 JOB CLASSIFICATION PLAN

WHEREAS, the Herriman City Council ("Council") met in regular meeting on December 11, 2024, to consider, among other things, approving an amendment to the 2025 fiscal year budget and fiscal years 2025-2026 Job Classification Plan; and

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

WHEREAS, The Council has determined it necessary to amend the approved job classification plan to add an additional two (2) Police Officers; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council that the budget for the period of July 1, 2024, through June 30, 2025, and fiscal years 2025 and 2026 Job Classification Plan is hereby amended as set forth on the attached amended budget and Job Classification Plan.

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

PASSED AND APPROVED by the Council of Herriman, Utah, this 11th day of December, 2024.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder

HERRIMAN CITY

STAFF REPORT

DATE: November 13, 2024

TO: The Honorable Mayor and City Council

FROM: Amy Stanger, Senior Accountant

SUBJECT: Review and Approval of the October 2024 Financial Summary

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RECOMMENDATION:
Staff recommend approval of the October 2024 financial summary.

ISSUE BEFORE COUNCIL:
Should the City Council approve the financial summary as presented?

BACKGROUND/SUMMARY:
Finance staff have prepared the attached fiscal year 2025 financial summary (through October 2024).

DISCUSSION:
The attached financial report represents transactions posted to the City's accounting system through October 2024. Overall revenues and expenditures are within budgeted allotments. Exceptions have been noted in the report.

ALTERNATIVES:
The City Council may choose not to accept the financial summary as presented.

FISCAL IMPACT:

ATTACHMENTS:
Financial Report

October 2024 Financial Report

33.3% of the Fiscal Year has Elapsed

The attached financial report represents transactions posted to the City's accounting system through October 2024.

Sales Tax Revenue received in October (August point-of-sale receipts) was $973,431.82, which is a 3% increase from the prior year. Sales tax is currently 8% above budgeted projections.

Class C Road Revenue received year to date was $504,916, which is a 45% increase from the prior year. Staff does not have an explanation for the increase due to the state's complex allocation formula and lack of information provided by the state.

Water Sales for October ($1,107,487) were 42% above October 2023 ($780,647). Consumption increased 40% from the prior year, and the number of connections increased by 510 (3%) from the prior year.

Overall, general fund revenues are exceeding year-to-date budgeted expectations by approximately $406,410, and general fund expenditures are under budgeted expectations.

Below is a status report on the following Finance-related long-range projects:

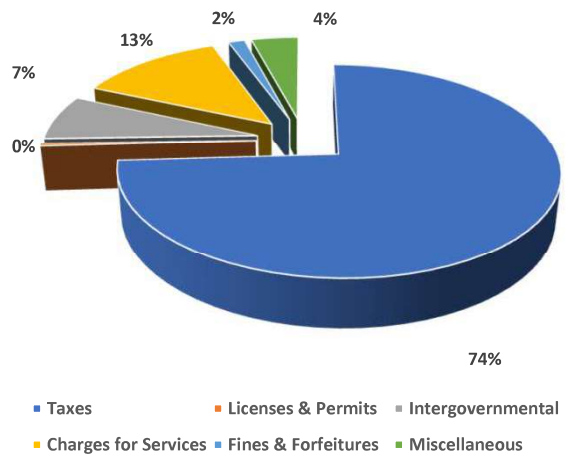
- **Financial Policies**—City staff have completed draft Purchasing Policy revisions. A revised Purchasing Policy will be brought to the Council for consideration in January 2025.
- **ERP Replacement—**The Evaluation Committee selected a "vendor of choice" for contract and pricing negotiation. City staff are currently reviewing a Statement of Work (SOW) and Master Services Agreement. This phase of the conversion will cover Financials, Human Resources, and Utility Billing. It is anticipated financials will go "live" in September 2025 and Human Resources/Payroll will go live in January 2026. It is anticipated a contract will be brought forth to the City Council for approval in January 2025.
- **Capital Project Carryovers—**The "Budget" column includes proposed capital project carryovers that will be brought to the City Council for consideration in December.

General Fund Revenues at a Glance

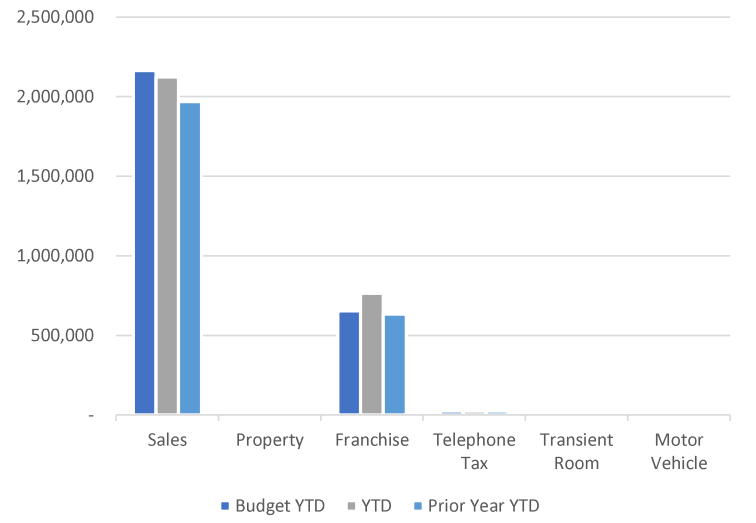
Total Revenue Versus Budget Summary

Revenue Type	Actual YTD	Budget YTD	Variance	
Taxes	2,947,238	2,878,560	68,678	✓
Licenses & Permits	18,641	16,570	2,071	✓
Intergovernmental	504,916	275,840	229,076	✓
Charges for Services	579,186	496,660	82,526	✓
Fines & Forfeitures	60,709	56,100	4,609	✓
Miscellaneous	187,574	161,935	25,639	✓
TOTAL	**4,298,263**	**3,885,665**	**412,598**	✓

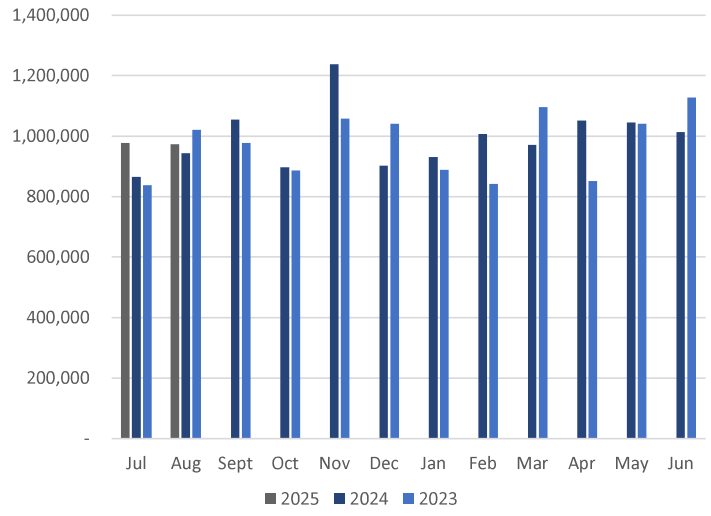
Total Fund Revenue by Type



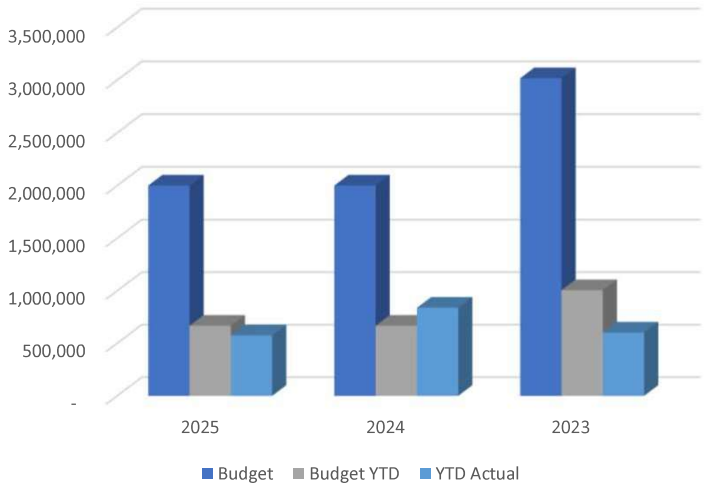
Tax Revenue Budget Versus Y-T-D Actual Comparison



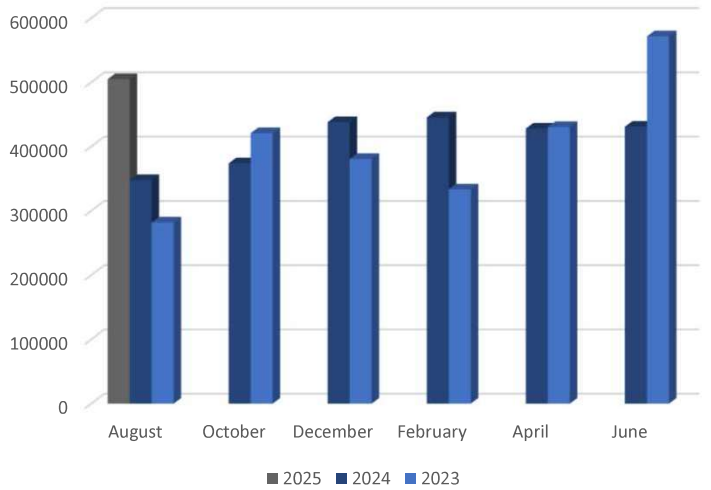
Sales Tax Comparison - FY2023 to FY2025



Building Permit Comparison - FY2023 to FY2025



Class C Road Fund Comparison - FY2023 to FY2025

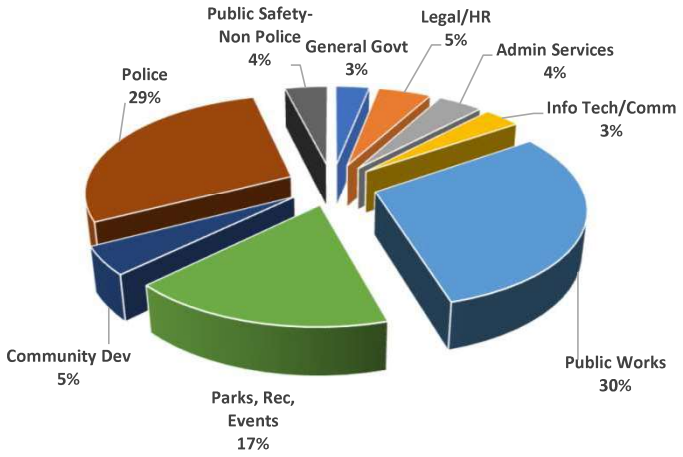


General Fund Expenditures at a Glance

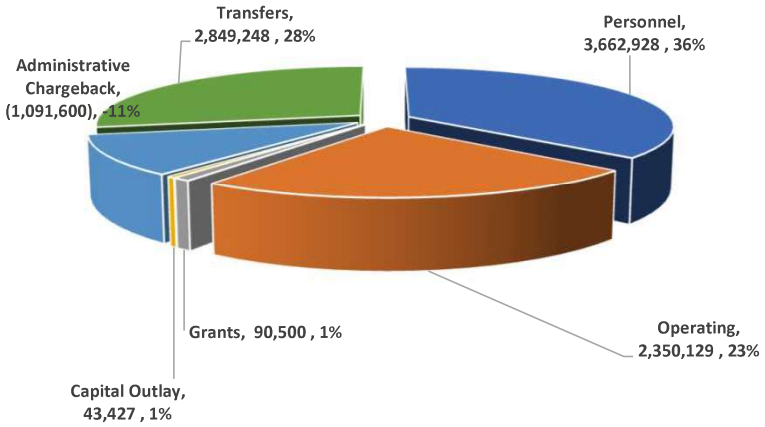
Total Expenditure Versus Budget Summary

Expenditure Type	Actual YTD	Budget YTD	Variance	
General Govt	324,964	357,235	32,272	✓
Legal/HR	490,185	563,600	73,415	✓
Admin Services	423,220	475,890	52,669	✓
Info Tech/Comm	351,899	388,120	36,221	✓
Public Works	2,115,333	3,452,781	1,337,448	✓
Parks, Rec, Events	1,603,490	1,980,430	376,940	✓
Community Dev	506,621	527,819	21,199	✓
Police	3,080,585	3,308,450	227,865	✓
Public Safety-Non Police	331,891	452,570	120,679	✓
TOTAL	**9,228,188**	**11,506,897**	**2,278,709**	

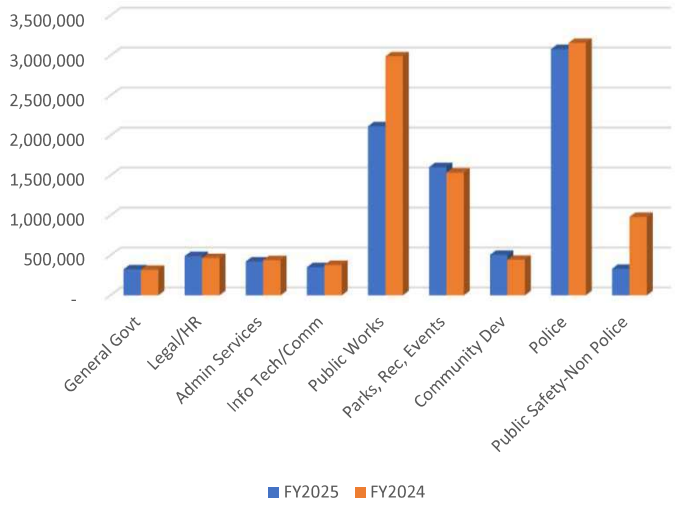
(Includes open Purchase Orders and will not match the regular financial report)



General Fund Expenditures by Type



Department Comparison FY2025 to FY2024



City of Herriman Budget Versus Actual Report - October 2024

General Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Taxes	1,341,607	2,947,238	17,645,850	14,698,612	17%	2,657,494	111%
Licenses & Permits-Other	3,651	18,641	55,125	36,484	34%	17,299	108%
Intergovernmental	-	504,916	2,200,000	1,695,084	23%	347,834	145%
Parks & Recreation District Fee	95,152	379,941	1,117,440	737,499	34%	361,748	105%
Charges for Services-Parks & Rec	16,740	126,893	430,430	303,537	29%	58,968	215%
Charges for Services-Events	177	2,695	275,650	272,955	1%	9,065	30%
Charges for Services-Other	20,779	71,927	210,000	138,073	34%	69,453	104%
Fines and Forfeitures	13,552	54,521	188,790	134,269	29%	51,033	107%
Miscellaneous	12,302	165,121	424,980	259,859	39%	379,254	44%
Lease Proceeds	-	-	278,200	278,200	0%	-	0%
Budgeted Use of Fund Balance	-	-	173,680	173,680	0%	-	0%
Total General Fund Revenue	**$ 1,503,960**	**$ 4,271,893**	**$ 23,000,145**	**$ 18,728,252**	**19%**	**$ 3,952,148**	**108%**
Expenditures							
General and Administration	316,324	1,560,812	4,727,035	3,166,223	33%	1,571,873	99%
Public Works and Operations	406,990	1,296,135	6,761,605	5,465,470	19%	2,830,787	46%
Parks, Recreation, and Events	325,104	1,685,353	5,316,290	3,630,937	32%	2,169,989	78%
Community Development	100,689	519,627	1,600,475	1,080,848	32%	472,511	110%
Transfers Out	860,747	2,849,248	4,594,740	1,745,492	62%	3,348,682	85%
Total Expenditures	**$ 2,009,854**	**$ 7,911,175**	**$ 23,000,145**	**$ 15,088,970**	**34%**	**$ 10,393,842**	**76%**
Excess of Revenues Over (Under) Expenditures	**$ (505,894)**	**$ (3,639,282)**	**$ -**			**$ (6,441,694)**	

Fund Balance Available (Unrestricted)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 2,829,134	$ 8,006,953	7,014,760	$ 6,627,615	$ 6,453,935
Addition (Use of)	5,177,819	(992,193)	(387,145)	(173,680)	(211,670)
Ending Balance	**$ 8,006,953**	**$ 7,014,760**	**$ 6,627,615**	**$ 6,453,935**	**$ 6,242,265**
% of expenditures	31%	27%	26%	34%	30%
Amount Over (Under) Recommended Fund Balance Reserve				**1,876,951**	**1,402,645**

City of Herriman Budget Versus Actual Report - October 2024

General Fund Tax Revenue Detail

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Sales Tax	973,432	1,951,004	12,238,680	10,287,676	16%	1,808,220	108%	1
Sales Tax-Transportation	85,937	172,805	1,083,110	910,305	16%	160,550	108%	1
Property Tax	3,274	12,817	1,101,000	1,088,183	1%	13,249	97%	2
Franchise Tax (Energy/Cable)	259,739	765,893	3,005,520	2,239,627	25%	633,598	121%	2
Municipal Telephone Tax	12,758	25,173	142,240	117,067	18%	23,001	109%	1
Transient Room Tax	896	1,839	15,300	13,461	12%	2,182	84%	1
Motor Vehicle Fees	5,571	17,707	60,000	42,293	30%	16,694	106%	2
Total General Fund Tax Revenue	**$ 1,341,607**	**$ 2,947,238**	**$ 17,645,850**	**$ 14,698,612**	**17%**	**$ 2,657,494**	**111%**	

City of Herriman Budget Versus Actual Report - October 2024

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Personnel	852,328	3,662,928	11,820,930	8,158,002	31%	3,564,862	103%	
Operating Expenditures	536,728	2,356,672	9,846,235	7,489,563	24%	4,016,451	59%	
Grants	-	90,500	90,500	-	100%	90,500	100%	3
Capital Outlay	-	43,427	97,470	54,043	45%	345,771	13%	
Administrative Chargeback	(239,949)	(1,091,600)	(3,449,730)	(2,358,130)	32%	(1,086,004)	101%	
Transfers to Other Funds	860,747	2,849,248	4,594,740	1,745,492	62%	3,348,682	85%	4
Total General Fund Expenditures	**$ 2,009,854**	**$ 7,911,175**	**$ 23,000,145**	**$ 15,088,970**	**34%**	**$ 10,280,262**	**77%**	

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

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

3 Friends of Herriman Grant was paid out in its entirety in August (timing difference).

4 Some transfers were completed in their entirety in July (timing difference).

City of Herriman Budget Versus Actual Report - October 2024

General Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
General and Administration								
Legislative								
Personnel	16,807	70,407	218,940	148,533	32%	60,340	116.7%	
Operating Expenditures	28,439	82,318	275,670	193,352	30%	97,153	84.7%	
Administrative Chargeback	(9,704)	(31,643)	(108,880)	(77,237)	29%	(25,472)	124%	
Total Legislative	**35,542**	**121,082**	**385,730**	**264,648**	**31%**	**132,021**	**91.7%**	
Planning Commission								
Personnel	1,744	6,651	23,960	17,309	28%	7,635	87%	
Operating Expenditures	-	1,037	10,100	9,063	10%	662	157%	
Administrative Chargeback	(1,330)	(5,194)	(25,970)	(20,776)	20%	(5,863)	89%	
Total Planning Commission	**414**	**2,494**	**8,090**	**5,596**	**31%**	**2,434**	**102.5%**	
Administration								
Personnel	64,346	271,716	854,920	583,204	32%	262,848	103%	
Operating Expenditures	7,485	15,494	64,050	48,556	24%	7,238	214%	
Administrative Chargeback	(16,018)	(63,299)	(203,740)	(140,441)	31%	(63,561)	100%	
Total Administration	**55,813**	**223,911**	**715,230**	**491,319**	**31%**	**206,525**	**108.4%**	
Legal								
Personnel	37,973	160,101	492,220	332,119	33%	153,137	105%	
Operating Expenditures	2,474	15,685	202,735	187,050	8%	49,223	32%	
Administrative Chargeback	(8,639)	(34,935)	(150,250)	(115,315)	23%	(35,637)	98%	
Total Legal	**31,808**	**140,851**	**544,705**	**403,854**	**26%**	**166,723**	**84.5%**	
Human Resources								
Personnel	26,915	112,763	357,090	244,327	32%	112,478	100%	
Operating Expenditures	23,420	320,381	479,580	159,199	67%	252,956	127%	1
Administrative Chargeback	(10,138)	(84,970)	(159,390)	(74,420)	53%	(66,427)	128%	1
Total Human Resources	**40,197**	**348,174**	**677,280**	**329,106**	**51%**	**299,007**	**116.4%**	
Finance								
Personnel	48,518	204,053	640,470	436,417	32%	196,130	104%	
Operating Expenditures	1,161	32,358	107,010	74,652	30%	46,151	70%	
Administrative Chargeback	(18,299)	(87,206)	(273,860)	(186,654)	32%	(103,141)	85%	
Total Finance	**31,380**	**149,205**	**473,620**	**324,415**	**32%**	**139,140**	**107.2%**	
Justice Court								
Personnel	23,426	98,960	381,440	282,480	26%	114,097	87%	
Operating Expenditures	9,011	35,980	126,450	90,470	28%	37,219	97%	
Total Justice Court	**32,437**	**134,940**	**507,890**	**372,950**	**27%**	**151,316**	**89.2%**	
City Recorder								
Personnel	23,948	101,555	319,530	217,975	32%	122,507	83%	
Operating Expenditures	2,149	14,228	92,500	78,272	15%	13,495	105%	
Administrative Chargeback	(7,159)	(28,781)	(115,770)	(86,989)	25%	(26,289)	109%	
Total City Recorder	**18,938**	**87,002**	**296,260**	**209,258**	**29%**	**109,713**	**79.3%**	
Customer Service								
Personnel	24,034	100,714	319,410	218,696	32%	100,928	100%	
Operating Expenditures	444	664	6,850	6,186	10%	711	93%	
Administrative Chargeback	(13,973)	(63,305)	(186,240)	(122,935)	34%	(61,914)	102%	
Total Customer Service	**10,505**	**38,073**	**140,020**	**101,947**	**27%**	**39,725**	**95.8%**	
Information Technology								
Personnel	31,335	131,851	421,500	289,649	31%	125,195	105%	
Operating Expenditures	11,791	48,116	211,730	163,614	23%	60,200	80%	
Software (Licensing & Support)	3,540	70,746	131,700	60,954	54%	64,293	110%	2
Capital Outlay	-	2,752	22,400	19,648	12%	568	485%	
Administrative Chargeback	(7,605)	(40,994)	(129,530)	(88,536)	32%	(40,728)	101%	
Total Information Technology	**39,061**	**212,471**	**657,800**	**445,329**	**32%**	**209,528**	**101.4%**	
Communications								
Personnel	25,528	108,195	333,230	225,035	32%	105,748	102%	
Operating Expenditures	5,892	44,132	164,840	120,708	27%	56,096	79%	
Administrative Chargeback	(11,191)	(49,718)	(177,660)	(127,942)	28%	(46,103)	108%	
Total Communications	**20,229**	**102,609**	**320,410**	**217,801**	**32%**	**115,741**	**88.7%**	
Total General and Administration	**316,324**	**1,560,812**	**4,727,035**	**3,166,223**	**33%**	**1,571,873**	**99.3%**	
Public Works and Operations								
Administration								
Personnel	46,855	198,158	631,200	433,042	31%	170,445	116%	
Operating Expenditures	76	1,626	33,390	31,764	5%	357	455%	
Administrative Chargeback	(15,560)	(70,097)	(211,110)	(141,013)	33%	(66,826)	105%	
Total Administration	**31,371**	**129,687**	**453,480**	**323,793**	**29%**	**103,976**	**124.7%**	

City of Herriman Budget Versus Actual Report - October 2024

General Fund	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Facilities							
Personnel	20,134	84,948	270,840	185,892	31%	120,671	70%
Operating Expenditures	19,054	134,782	527,180	392,398	26%	124,380	108%
Capital Outlay	-	-	-	-	0%	5,101	0%
Administrative Chargeback	(4,100)	(23,039)	(87,810)	(64,771)	26%	(26,221)	88%
Total Facilities	**35,088**	**196,691**	**710,210**	**513,519**	**28%**	**223,931**	**87.8%**
Fleet Management							
Personnel	24,158	109,238	346,570	237,332	32%	109,459	100%
Operating Expenditures	1,864	25,613	85,380	59,767	30%	9,627	266%
Administrative Chargeback	(5,304)	(26,919)	(88,260)	(61,341)	30%	(23,941)	112%
Total Fleet Management	**20,718**	**107,932**	**343,690**	**235,758**	**31%**	**95,145**	**113.4%**
Streets							
Personnel	59,421	254,106	686,480	432,374	37%	233,600	109%
Operating Expenditures	46,106	226,757	668,465	441,708	34%	185,615	122%
Crack and Chip Seal	146,243	164,026	2,717,560	2,553,534	6%	1,564,759	10%
Capital Outlay	-	17,200	29,750	12,550	58%	113,223	15%
Administrative Chargeback	(2,247)	(7,688)	(28,820)	(21,132)	27%	-	0%
Total Streets	**249,523**	**654,401**	**4,073,435**	**3,419,034**	**16%**	**2,097,197**	**31.2%**
Snow Removal							
Personnel	-	-	120,720	120,720	0%	-	0%
Operating Expenditures	9,509	9,509	149,000	139,491	6%	14,886	64%
Total Snow Removal	**9,509**	**9,509**	**269,720**	**260,211**	**4%**	**14,886**	**63.9%**
Street Signs							
Personnel	-	170	85,100	84,930	0%	346	49%
Operating Expenditures	767	5,265	53,780	48,515	10%	8,674	61%
Total Street Signs	**767**	**5,435**	**138,880**	**133,445**	**4%**	**9,020**	**60.3%**
Street Lights							
Personnel	20,190	85,807	257,930	172,123	33%	85,853	100%
Operating Expenditures	39,824	106,673	514,260	407,587	21%	145,088	74%
Capital Outlay	-	-	-	-	0%	55,691	0%
Total Street Lights	**60,014**	**192,480**	**772,190**	**579,710**	**25%**	**286,632**	**67.2%**
Total Public Works and Operations	**406,990**	**1,296,135**	**6,761,605**	**5,465,470**	**19%**	**2,830,787**	**45.8%**
Parks, Recreation, and Events							
Community Events and Recreation							
Personnel	20,068	84,252	354,860	270,608	24%	110,036	77%
Operating Expenditures	5,017	18,892	147,060	128,168	13%	30,254	62%
City Events	14,018	55,833	442,310	386,477	13%	44,889	124%
Total Community Events and Recreation	**39,103**	**158,977**	**944,230**	**785,253**	**17%**	**185,179**	**85.9%**
Arts & Cultural Development							
Grants (Friends of Herriman)	-	90,500	90,500	-	100%	90,500	100%
Total Arts & Cultural Development	**-**	**90,500**	**90,500**	**-**	**100%**	**90,500**	**100.0%**
Cemetery							
Personnel	2,798	11,589	38,640	27,051	30%	5,259	220%
Operating Expenditures	2,046	10,763	38,030	27,267	28%	9,213	117%
Capital Outlay	-	2,475	22,320	19,845	11%	2,480	100%
Total Cemetery	**4,844**	**24,827**	**98,990**	**74,163**	**25%**	**16,952**	**146.5%**
Parks							
Personnel	136,004	617,676	1,931,110	1,313,434	32%	570,572	108%
Operating Expenditures	139,303	744,978	2,059,250	1,314,272	36%	1,044,855	71%
Capital Outlay	-	-	-	-	0%	261,931	0%
Total Parks	**275,307**	**1,362,654**	**3,990,360**	**2,627,706**	**34%**	**1,877,358**	**72.6%**
Blackridge							
Personnel	-	27,807	55,120	27,313	50%	-	0%
Operating Expenditures	-	13,286	50,600	37,314	26%	-	0%
Total Blackridge	**-**	**41,093**	**105,720**	**64,627**	**39%**	**-**	**0.0%**
Ice Ribbon							
Personnel	-	-	60,800	60,800	0%	-	0%
Operating Expenditures	5,850	7,302	25,690	18,388	28%	-	0%
Total Ice Ribbon	**5,850**	**7,302**	**86,490**	**79,188**	**8%**	**-**	**0.0%**
Total Parks, Recreation, and Events	**325,104**	**1,685,353**	**5,316,290**	**3,630,937**	**32%**	**2,169,989**	**77.7%**
Community Development							
Administration							
Personnel	27,663	116,557	360,550	243,993	32%	104,617	111%

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City of Herriman Budget Versus Actual Report - October 2024

General Fund	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Operating Expenditures	71	138	5,535	5,397	2%	101	137%	
Administrative Chargeback	(15,016)	(63,282)	(194,480)	(131,198)	33%	(64,713)	98%	
Total Administration	**12,718**	**53,413**	**171,605**	**118,192**	**31%**	**40,005**	**133.5%**	
Economic Development								
Personnel	9,909	41,602	127,410	85,808	33%	41,215	101%	
Operating Expenditures	270	50,864	75,950	25,086	67%	15,357	331%	4
Capital Outlay	-	-	-	-	0%	-	0%	
Total Economic Development	**10,179**	**92,466**	**203,360**	**110,894**	**45%**	**56,572**	**163.4%**	
Planning & Development								
Personnel	41,291	174,414	551,900	377,486	32%	170,123	103%	
Operating Expenditures	4,272	7,758	79,880	72,122	10%	5,549	140%	
Administrative Chargeback	(29,080)	(124,734)	(406,790)	(282,056)	31%	(126,328)	99%	
Total Planning & Development	**16,483**	**57,438**	**224,990**	**167,552**	**26%**	**49,344**	**116.4%**	
Engineering								
Personnel	86,544	352,493	1,156,580	804,087	30%	347,164	102%	
Operating Expenditures	1,802	32,481	160,450	127,969	20%	68,871	47%	
Administrative Chargeback	(58,311)	(250,143)	(803,860)	(553,717)	31%	(266,631)	94%	
Total Engineering	**30,035**	**134,831**	**513,170**	**378,339**	**26%**	**149,404**	**90.2%**	
GIS								
Personnel	32,719	137,145	422,410	285,265	32%	134,459	102%	
Operating Expenditures	4,830	58,987	139,250	80,263	42%	58,936	100%	5
Capital Outlay	-	21,000	23,000	2,000	91%	20,000	105%	5
Administrative Chargeback	(6,275)	(35,653)	(97,310)	(61,657)	37%	(36,209)	98%	5
Total GIS	**31,274**	**181,479**	**487,350**	**305,871**	**37%**	**177,186**	**102.4%**	
Total Community Development	**100,689**	**519,627**	**1,600,475**	**1,080,848**	**32%**	**472,511**	**110.0%**	
Transfers to Other Funds								
Transfer to Debt Service Fund	-	1,675,200	1,675,200	-	100%	1,484,290	113%	6
Transfer to Public Safety Fund-Non Police	103,998	415,990	1,247,970	831,980	33%	288,862	144%	
Transfer to Capital Projects Fund	34,369	34,369	924,190	889,821	4%	804,738	4%	
Transfer to Capital Equipment	722,380	722,380	722,380	-	100%	-	0%	6
Transfer to Herriman North CRA	-	1,309	25,000	23,691	5%	4,001	33%	
Budgeted Increase in Fund Balance	-	-	-	-	0%	-	0%	
Total Transfers to Other Funds	**860,747**	**2,849,248**	**4,594,740**	**1,745,492**	**62%**	**3,348,682**	**85.1%**	
Total General Fund Expenditures	**$ 2,009,854**	**$ 7,911,175**	**$ 23,000,145**	**$ 15,088,970**	**34%**	**$ 10,393,842**	**76.1%**	

1 Employee Lagoon day paid in August (timing difference). Annual software agreements due in July and August (timing difference). Annual insurance payments due in September (timing difference). These payments also increased the administrative chargeback to other departments (timing difference).

2 Annual software agreements due in July (timing difference).

3 Blackridge is seasonal and does not follow a 3/12 allocation.

4 Economic Development Study payments made in July (timing difference).

5 Annual software agreement due in August (timing difference) and purchase of a new computer (timing difference). Purchase of Nearmap software made in August (timing difference). This payment also increased the administrative chargeback to other departments (timing difference).

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

City of Herriman Budget Versus Actual Report - October 2024

General Fund - Police

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Grants	17,162	20,765	170,310	149,545	12%	29,044	71%	
Student Resource Officers	-	-	417,500	417,500	0%	-	0%	
Miscellaneous	3,514	28,307	121,660	93,353	23%	9,894	286%	
Transfer From HCSEA	708,234	2,721,224	8,947,910	6,226,686	30%	3,016,116	90%	
Budgeted Use of Fund Balance	-	-	128,810	128,810	0%	-	0%	
Total Police Revenue	**$ 728,910**	**$ 2,770,296**	**$ 9,786,190**	**$ 7,015,894**	**28%**	**$ 3,055,054**	**91%**	
Expenditures								
Personnel	592,568	2,483,653	8,021,530	5,537,877	31%	2,414,579	103%	
Operating	60,598	364,254	1,280,580	916,326	28%	441,784	82%	
Operating-Dispatch	3,172	187,069	368,500	181,431	51%	174,398	107%	1
Capital Outlay	-	-	93,020	93,020	0%	121,407	0%	
Transfer to Capital Equipment Fund	22,560	22,560	22,560	-	100%	-	0%	2
Total Expenditures	**$ 678,898**	**$ 3,057,536**	**$ 9,786,190**	**$ 6,728,654**	**31%**	**$ 3,152,168**	**97%**	
Excess of Revenues Over (Under) Expenditures	**$ 50,012**	**$ (287,240)**	**$ -**			**$ (97,114)**		

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

2 Transfer was completed in its entirety (timing difference).

Fund Balance Available (Excludes HCSEA)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ (1,770,164)	$ (2,206,124)	$ (4,916,427)	$ 315,898	$ 187,088
Addition (Use of)	(435,960)	(2,710,303)	5,232,325	(128,810)	-
Ending Balance	**$ (2,206,124)**	**$ (4,916,427)**	**$ 315,898**	**$ 187,088**	**$ 187,088**

City of Herriman Budget Versus Actual Report - October 2024

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	1,550	6,730	27,200	20,470	25%	8,990	75%	
Fines - Code Enforcement	2,100	2,700	10,000	7,300	27%	300	900%	
Animal Services Donation	15	165	-	(165)	0%	50	330%	
Transfer From General Fund	103,998	415,990	1,247,970	831,980	33%	288,862	144%	
Total Revenue	**$ 107,663**	**$ 425,585**	**$ 1,285,170**	**$ 859,585**	**33%**	**$ 298,202**	**142.7%**	
Expenditures								
Animal Services								
Personnel	17,182	83,539	299,520	215,981	28%	94,962	88%	
Operating	17,286	89,793	281,130	191,337	32%	79,801	113%	
Capital Outlay	-	-	-	-	0%	12	0%	
Total Animal Services	**$ 34,468**	**$ 173,332**	**$ 580,650**	**$ 407,318**	**30%**	**$ 174,775**	**99.2%**	
Emergency Services								
Personnel	304	1,522	35,420	33,898	4%	1,227	124%	
Operating	243	6,704	14,000	7,296	48%	5,719	117%	1
Total Emergency Management	**$ 547**	**$ 8,226**	**$ 49,420**	**$ 41,194**	**17%**	**$ 6,946**	**118.4%**	
Community Services								
Personnel	12,621	52,988	167,130	114,142	32%	52,326	101%	
Operating	7,272	23,091	73,530	50,439	31%	5,617	411%	
Capital Outlay	-	-	-	-	0%	24	0%	
Total Community Services	**$ 19,893**	**$ 76,079**	**$ 240,660**	**$ 164,581**	**32%**	**$ 57,967**	**131.2%**	
Crossing Guards								
Personnel	24,207	73,955	332,660	258,705	22%	-	0%	
Operating	1,205	2,880	7,900	5,020	36%	-	0%	
Total Emergency Management	**$ 25,412**	**$ 76,835**	**$ 340,560**	**$ 263,725**	**23%**	**$ -**	**0.0%**	
Transfers to Other Funds								
Transfer to Capital Equipment Fund	$ 73,880	$ 73,880	$ 73,880	$ -	100.0%	$ -	0.0%	
Total Transfers to Other Funds	**$ 73,880**	**$ 73,880**	**$ 73,880**	**$ -**	**100.0%**	**$ -**	**0.0%**	
Total Expenditures	**$ 154,200**	**$ 408,352**	**$ 1,285,170**	**$ 1,099,349**	**32%**	**$ 239,688**	**170.4%**	
Excess of Revenues Over (Under) Expenditures	**$ (46,537)**	**$ 17,233**	**$ -**			**$ 58,514**		

1 Everbridge software payment due in July (timing difference).

City of Herriman Budget Versus Actual Report - October 2024

General Fund - ARPA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Interest Income	-	-	-	-	0%	39,570	0%	
Use of Fund Balance	-	-	1,360,163	1,360,163	0%	-	0%	
Total ARPA Fund Revenue	**$ -**	**$ -**	**$ 1,360,163**	**$ 1,360,163**	**0%**	**$ 39,570**	**0.0%**	
Expenditures								
Transfer to Capital Projects Fund	-	1,360,163	1,360,163	-	100%	-	0%	1
Total Expenditures	**$ -**	**$ 1,360,163**	**$ 1,360,163**	**$ -**	**100%**	**$ -**	**0.0%**	
Excess of Revenues Over (Under) Expenditures	**$ -**	**$ (1,360,163)**	**$ -**			**$ 39,570**		

1 Transfer was completed in its entirety (timing difference).

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 842,641	$ 2,232,403	$ 2,386,660	$ 1,360,163	$ -
Addition (Use of)	1,389,762	154,257	(1,026,497)	(1,360,163)	-
Ending Balance	**$ 2,232,403**	**$ 2,386,660**	**$ 1,360,163**	**$ -**	**$ -**

City of Herriman Budget Versus Actual Report - October 2024

Park Impact Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Park Impact Fees	63,912	191,735	2,100,000	1,908,265	9%	699,609	27%
County TRCC Grant	-	-	670,000	670,000	0%	-	0%
Grant-Salt Lake County	-	-	1,220,000	1,220,000	0%	-	0%
Interest Income	41,438	172,832	240,000	67,168	72%	157,683	110%
Budgeted Use of Fund Balance	-	-	7,334,410	7,334,410	0%	-	0%
Total Revenue	**$ 105,350**	**$ 364,567**	**$ 11,564,410**	**$ 11,199,843**	**3%**	**$ 857,292**	**43%**
Expenditures							
Capital Projects	253,357	1,155,067	11,564,410	10,409,343	10%	126,818	911%
Total Expenditures	**$ 253,357**	**$ 1,155,067**	**$ 11,564,410**	**$ 10,409,343**	**10%**	**$ 126,818**	**911%**
Excess of Revenues Over (Under) Expenditures	**$ (148,007)**	**$ (790,500)**	**$ -**			**$ 730,474**	

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 5,471,968	$ 6,915,696	$ 8,047,361	$ 9,995,106	$ 2,660,696
Addition (Use of)	1,443,728	1,131,665	1,947,745	(7,334,410)	(1,541,000)
Ending Balance	**$ 6,915,696**	**$ 8,047,361**	**$ 9,995,106**	**$ 2,660,696**	**$ 1,119,696**

City of Herriman Budget Versus Actual Report - October 2024

Public Safety Impact Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Public Safety Impact Fee	15,491	58,864	200,000	141,136	29%	-	0%
Interest Income	6,341	24,302	46,200	21,898	53%	19,126	127%
Total Revenue	**$ 21,832**	**$ 83,166**	**$ 246,200**	**$ 163,034**	**34%**	**$ 19,126**	**434.8%**
Expenditures							
Budgeted Increase in Fund Balance	-	-	246,200	246,200	0%	-	0%
Total Expenditures	**$ -**	**$ -**	**$ 246,200**	**$ 246,200**	**0%**	**$ -**	**0.0%**
Excess of Revenues Over (Under) Expenditures	**$ 21,832**	**$ 83,166**	**$ -**			**$ 19,126**	

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ 953,706	$ 1,333,000	$ 1,579,200
Addition (Use of)	-	953,706	379,294	246,200	256,000
Ending Balance	**$ -**	**$ 953,706**	**$ 1,333,000**	**$ 1,579,200**	**$ 1,835,200**

City of Herriman Budget Versus Actual Report - October 2024

Fire Impact Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Fire Impact Fee	23,644	72,724	250,000	177,276	29%	-	0%
Interest Income	5,653	22,305	48,800	26,495	46%	18,543	120%
Budgeted Use of Fund Balance	-	-	1,198,480	1,198,480	0%	-	0%
Total Revenue	**$ 29,297**	**$ 95,029**	**$ 1,497,280**	**$ 1,402,251**	**6%**	**$ 18,543**	**512.5%**
Expenditures							
0204-00 Future Fire Station Land Purchase	-	-	1,000,000	1,000,000	0%	-	0%
0048-00 Fire Station 103 Replacement	26,878	117,321	497,280	379,959	24%	-	0%
Total Expenditures	**$ 26,878**	**$ 117,321**	**$ 1,497,280**	**$ 379,959**	**8%**	**$ -**	**0.0%**
Excess of Revenues Over (Under) Expenditures	**$ 2,419**	**$ (22,292)**	**$ -**			**$ 18,543**	

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ 918,222	$ 1,284,955	$ 86,475
Addition (Use of)	-	918,222	366,733	(1,198,480)	(17,030)
Ending Balance	**$ -**	**$ 918,222**	**$ 1,284,955**	**$ 86,475**	**$ 69,445**

City of Herriman Budget Versus Actual Report - October 2024

Road Impact Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Road Impact Fees	69,276	436,452	2,500,000	2,063,548	17%	1,512,438	29%	
Interest Income	13,370	53,457	20,600	(32,857)	260%	25,860	207%	
Budgeted Use of Fund Balance	-	-	1,712,930	1,712,930	0%	-	0%	
Total Revenue	**$ 82,646**	**$ 489,909**	**$ 4,233,530**	**$ 3,743,621**	**12%**	**$ 1,538,298**	**31.8%**	
Expenditures								
Agreements and Reimbursements	324,044	335,590	1,340,880	1,005,290	25%	117,249	286%	
Capital Projects	-	20,328	2,189,600	2,169,272	1%	37,462	54%	
Professional Services	-	-	20,750	20,750	0%	-	0%	
Transfer to Debt Service Fund	-	682,300	682,300	-	100%	621,227	110%	1
Total Expenditures	**$ 324,044**	**$ 1,038,218**	**$ 4,233,530**	**$ 3,195,312**	**25%**	**$ 775,938**	**133.8%**	
Excess of Revenues Over (Under) Expenditures	**$ (241,398)**	**$ (548,309)**	**$ -**			**$ 762,360**		

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

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 86,259	$ 2,217,044	$ 1,399,558	$ 3,535,511	$ 1,822,581
Addition (Use of)	2,130,785	(817,486)	2,135,953	(1,712,930)	(14,340)
Ending Balance	**$ 2,217,044**	**$ 1,399,558**	**$ 3,535,511**	**$ 1,822,581**	**$ 1,808,241**

City of Herriman Budget Versus Actual Report - October 2024

Debt Service Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Grant-UDOT	-	-	800,000	800,000	0%	-	0%	
Transfers In	-	2,419,500	2,419,500	-	100%	2,171,017	111%	
Interest Income	3,017	19,502	28,000	8,498	70%	17,429	112%	
Total Revenue	**$ 3,017**	**$ 2,439,002**	**$ 3,247,500**	**$ 808,498**	**75%**	**$ 2,188,446**	**111.4%**	
Expenditures								
2021 Sales Tax Bond Debt Service	-	730,627	799,300	68,673	91%	727,916	100%	1
2015 Sales Tax Bond Debt Service	-	1,735,719	2,104,200	368,481	82%	1,716,719	101%	1
Capital Lease Payments	-	-	334,000	334,000	0%	-	0%	
Trustee Fees	2,000	2,000	10,000	8,000	20%	2,000	100%	
Total Expenditures	**$ 2,000**	**$ 2,468,346**	**$ 3,247,500**	**$ 779,154**	**76%**	**$ 2,446,635**	**100.9%**	
Excess of Revenues Over (Under) Expenditures	**$ 1,017**	**$ (29,344)**	**$ -**			**$ (258,189)**		

1 Bond payments made in August (timing difference).

Fund Balance Available

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

Note: Fund balance is restricted (state grant)

City of Herriman Budget Versus Actual Report - October 2024

New Development Street Lights Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	924	3,816	-	(3,816)	0%	3,933	97%
Budgeted Use of Fund Balance	-	-	220,960	220,960	0%	-	0%
Total Revenue	**$ 924**	**$ 3,816**	**$ 220,960**	**$ 217,144**	**2%**	**$ 3,933**	**97%**
Expenditures							
New Development Street Lights	13,190	18,374	220,960	202,586	8%	1,942	946%
Total Expenditures	**$ 13,190**	**$ 18,374**	**$ 220,960**	**$ 202,586**	**8%**	**$ 1,942**	**946%**
Excess of Revenues Over (Under) Expenditures	**$ (12,266)**	**$ (14,558)**	**$ -**			**$ 1,991**	

Fund Balance Available

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

City of Herriman Budget Versus Actual Report - October 2024

New Development Street Signs Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	1,234	4,837	-	(4,837)	0%	4,856	100%
Budgeted Use of Fund Balance	-	-	272,920	272,920	0%	-	0%
Total Revenue	**$ 1,234**	**$ 4,837**	**$ 272,920**	**$ (4,837)**	**2%**	**$ 4,856**	**100%**
Expenditures							
Sign Installation	-	2,098	272,920	270,822	1%	523	401%
Total Expenditures	**$ -**	**$ 2,098**	**$ 272,920**	**$ 270,822**	**1%**	**$ 523**	**401%**
Excess of Revenues Over (Under) Expenditures	**$ 1,234**	**$ 2,739**	**$ -**			**$ 4,333**	

Fund Balance Available

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

City of Herriman Budget Versus Actual Report - October 2024

Herriman City Safety Enforcement Area

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Property Tax	24,830	96,589	9,363,120	9,266,531	1%	(83,816)	-115%	
Motor Vehicle in Lieu	42,361	134,888	600,770	465,882	22%	117,633	115%	
Interest Income	(8,190)	(15,533)	46,880	62,413	-33%	(21,139)	73%	
Total Revenue	**$ 59,001**	**$ 215,944**	**$ 10,010,770**	**$ 9,794,826**	**2%**	**$ 12,678**	**1703%**	
Expenditures								
Public Notices	-	-	1,000	1,000	0%	583	0%	
Budgeted Increase in Fund Balance	-	-	364,140	364,140	0%	-	0%	
Transfer to Public Safety Fund	708,234	2,721,224	8,947,910	6,226,686	30%	3,016,116	90%	
Transfer to Capital Equipment Fund	-	697,720	697,720	-	100%	-	0%	1
Total Expenditures	**$ 708,234**	**$ 3,418,944**	**$ 10,010,770**	**$ 6,591,826**	**34%**	**$ 3,016,699**	**113%**	
Excess of Revenues Over (Under) Expenditures	**$ (649,233)**	**$ (3,203,000)**	**$ -**			**$ (3,004,021)**		

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

Fund Balance Available	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 1,307,908	$ 1,355,992	$ 193,397	$ 1,251,694	$ 1,615,834
Addition (Use of)	48,084	(1,162,595)	1,058,297	364,140	121,460
Ending Balance	**$ 1,355,992**	**$ 193,397**	**$ 1,251,694**	**$ 1,615,834**	**$ 1,737,294**

City of Herriman Budget Versus Actual Report - October 2024

Herriman City Fire Service Area

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Property Tax	22,198	86,167	7,385,700	7,299,533	1%	81,314	106%	
Motor Vehicle in Lieu	37,743	120,198	370,800	250,602	32%	113,534	106%	
Interest Income	18,923	89,730	236,580	146,850	38%	27,830	322%	
UFSA Fund Balance Transfer	-	-	37,900	37,900	0%	-	0%	
Total Revenue	**$ 78,864**	**$ 296,095**	**$ 8,030,980**	**$ 7,734,885**	**4%**	**$ 222,678**	**133%**	
Expenditures								
Professional Fees	-	-	200	200	0%	50	0%	
Bldgs & Grounds - Supplies Maint	-	-	40,000	40,000	0%	-	0%	
Contract Services (UFA)	1,383,444	2,766,888	5,543,780	2,776,892	50%	2,631,450	105%	1
Contract Services (UFA)-Debt Service	-	-	447,000	447,000	0%	-	0%	
Budgeted Increase in Fund Balance	-	-	2,000,000	2,000,000	0%	-	0%	
Total Expenditures	**$ 1,383,444**	**$ 2,766,888**	**$ 8,030,980**	**$ 3,264,092**	**34%**	**$ 2,631,500**	**105%**	
Excess of Revenues Over (Under) Expenditures	**$ (1,304,580)**	**$ (2,470,793)**	**$ -**			**$ (2,408,822)**		

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

Fund Balance Available (Unrestricted)	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 158,744	$ 1,152,984	$ 3,320,407	$ 6,586,519	$ 8,586,519
Addition (Use of)	994,240	2,167,423	3,266,112	2,000,000	(3,573,380)
Ending Balance	**$ 1,152,984**	**$ 3,320,407**	**$ 6,586,519**	**$ 8,586,519**	**$ 5,013,139**

City of Herriman Budget Versus Actual Report - October 2024

Herriman Towne Center CDA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Property Tax	-	-	3,766,630	3,766,630	0%	-	0%	
Interest Income	8,002	30,570	109,220	78,650	28%	56,685	54%	
Total Revenue	**$ 8,002**	**$ 30,570**	**$ 3,875,850**	**$ 3,845,280**	**1%**	**$ 56,685**	**54%**	
Expenditures								
HTC Communities Participation Agreement	-	-	1,615,460	1,615,460	0%	4,000,000	0%	
2016 Tax Increment Bond	-	854,243	854,250	7	100%	854,033	100%	1
2016 SAA Bond	900,337	900,337	900,340	3	100%	899,673	100%	1
Trustee and Administrative Fees	6,816	50,178	85,720	35,542	59%	46,872	107%	2
Budgeted Increase to Fund Balance	-	-	420,080	420,080	0%	-	0%	
Total Expenditures	**$ 907,153**	**$ 1,804,758**	**$ 3,875,850**	**$ 2,071,092**	**47%**	**$ 5,800,578**	**31%**	
Excess of Revenues Over (Under) Expenditures	**$ (899,151)**	**$ (1,774,188)**	**$ -**			**$ (5,743,893)**		

1 2016 Tax Increment Bond payment was made in July (timing difference). 2016 SAA Bond payment was made in October (timing difference).

2 2016 SAA Bond administration fee payment was made in August (timing difference). Trustee fee payments were made in October (timing difference).

Fund Balance Available (Unrestricted)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 4,258,649	$ 5,026,472	$ 6,338,779	$ 2,739,129	$ 3,159,209
Addition (Use of)	767,823	1,312,307	(3,599,650)	420,080	500,490
Ending Balance	**$ 5,026,472**	**$ 6,338,779**	**$ 2,739,129**	**$ 3,159,209**	**$ 3,659,699**

City of Herriman Budget Versus Actual Report - October 2024

Herriman Business Center CDA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	-	1,686,840	1,686,840	0%	-	0%
Interest Income	4,025	15,755	23,600	7,845	67%	10,901	145%
Total Revenue	**$ 4,025**	**$ 15,755**	**$ 1,710,440**	**$ 1,694,685**	**1%**	**$ 10,901**	**144.5%**
Expenditures							
Tax Incentive Payment-Rosecrest	-	-	1,405,590	1,405,590	0%	-	0%
Administrative Fees	1,603	6,810	25,630	18,820	27%	8,723	78%
Budgeted Increase in Fund Balance	-	-	279,220	279,220	0%	-	0%
Total Expenditures	**$ 1,603**	**$ 6,810**	**$ 1,710,440**	**$ 1,703,630**	**0%**	**$ 8,723**	**78.1%**
Excess of Revenues Over (Under) Expenditures	**$ 2,422**	**$ 8,945**	**$ -**			**$ 2,178**	

Fund Balance Available (Unrestricted)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 2,659,132	$ 280,982	$ 587,823	$ 889,990	$ 1,169,210
Addition (Use of)	(2,378,150)	306,841	302,167	279,220	289,420
Ending Balance	**$ 280,982**	**$ 587,823**	**$ 889,990**	**$ 1,169,210**	**$ 1,458,630**

City of Herriman Budget Versus Actual Report - October 2024

Herriman Anthem Town Center CRA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	-	1,480,280	1,480,280	0%	-	0%
Interest Income	845	3,337	6,960	3,623	48%	1,269	263%
Total Revenue	**$ 845**	**$ 3,337**	**$ 1,487,240**	**$ 1,483,903**	**0%**	**$ 1,269**	**263.0%**
Expenditures							
Tax Increment Payments	-	-	622,640	622,640	0%	-	0%
Mitigation Payments	-	-	405,540	405,540	0%	-	0%
Sales Tax Incentive Payments	-	-	180,000	180,000	0%	-	0%
Affordable Housing	-	-	107,480	107,480	0%	-	0%
Administrative Fees	1,437	5,374	23,380	18,006	23%	4,057	132%
Budgeted Increase in Fund Balance	-	-	148,200	148,200	0%	-	0%
Total Expenditures	**$ 1,437**	**$ 5,374**	**$ 1,487,240**	**$ 1,481,866**	**0%**	**$ 4,057**	**132.5%**
Excess of Revenues Over (Under) Expenditures	**$ (592)**	**$ (2,037)**	**$ -**			**$ (2,788)**	

Fund Balance Available (Unrestricted)	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 391,368	$ 201,274	$ 69,686	$ 190,725	$ 338,925
Addition (Use of)	(190,094)	(131,588)	121,039	148,200	234,860
Ending Balance	**$ 201,274**	**$ 69,686**	**$ 190,725**	**$ 338,925**	**$ 573,785**

City of Herriman Budget Versus Actual Report - October 2024

Herriman Innovation District CDA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	-	349,130	349,130	0%	-	0%
Interest Income	2,165	8,473	15,820	7,347	54%	4,711	180%
Total Revenue	**$ 2,165**	**$ 8,473**	**$ 364,950**	**$ 356,477**	**2%**	**$ 4,711**	**179.9%**
Expenditures							
Mitigation Payments	-	-	141,270	141,270	0%	-	0%
Affordable Housing	-	-	20,790	20,790	0%	-	0%
Administrative Fee	732	2,416	12,720	10,304	19%	1,712	141%
Budgeted Increase in Fund Balance	-	-	190,170	190,170	0%	-	0%
Total Expenditures	**$ 732**	**$ 2,416**	**$ 364,950**	**$ 362,534**	**1%**	**$ 1,712**	**141.1%**
Excess of Revenues Over (Under) Expenditures	**$ 1,433**	**$ 6,057**	**$ -**			**$ 2,999**	

Fund Balance Available (Unrestricted)*	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ 89,900	$ 253,434	$ 477,576	$ 667,746
Addition (Use of)	89,900	163,534	224,142	190,170	197,550
Ending Balance	**$ 89,900**	**$ 253,434**	**$ 477,576**	**$ 667,746**	**$ 865,296**

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

City of Herriman Budget Versus Actual Report - October 2024

Herriman North CRA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Transfer from General Fund	-	1,309	25,000	23,691	5%	4,001	33%
Total Revenue	**$ -**	**$ 1,309**	**$ 25,000**	**$ 23,691**	**5%**	**$ 4,001**	**33%**
Expenditures							
Sales Tax Incentive Payment	-	1,309	25,000	23,691	5%	4,001	33%
Total Expenditures	**$ -**	**$ 1,309**	**$ 25,000**	**$ 23,691**	**5%**	**$ 4,001**	**33%**
Excess of Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ -**			**$ -**	

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ -	$ -	$ -
Addition (Use of)	-	-	-	-	-
Ending Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

City of Herriman Budget Versus Actual Report - October 2024

Development Services Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Charges for Services	139,033	712,957	1,703,000	990,043	42%	636,194	112%	
Licenses and Permits	174,035	611,796	2,093,000	1,481,204	29%	870,365	70%	
Interest	11,595	41,826	38,190	(3,636)	110%	41,826	100%	
Budgeted Use of Fund Balance	-	-	19,520	19,520	0%	-	0%	
Total Revenue	**$ 324,663**	**$ 1,366,579**	**$ 3,853,710**	**$ 2,487,131**	**35%**	**$ 1,548,385**	**88%**	
Expenditures								
Personnel	82,397	345,733	1,331,540	985,807	26%	-	0%	
Operating	12,075	137,781	466,170	328,389	30%	-	0%	
Administrative Fees	127,109	555,549	1,811,870	1,256,321	31%	-	0%	
Transfer to Debt Service Fund	-	62,000	62,000	-	100%	-	0%	1
Contribution to Fund Balance	-	-	182,130	182,130	0%	-	0%	
Total Expenditures	**$ 221,581**	**$ 1,101,063**	**$ 3,853,710**	**$ 2,752,647**	**29%**	**$ -**	**0%**	
Excess of Revenues Over (Under) Expenditures	**$ 103,082**	**$ 265,516**	**$ -**			**$ 1,548,385**		

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

Fund Balance Available (Unrestricted)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ -	$ 2,214,825	$ 2,396,955
Addition (Use of)	-	-	2,214,825	182,130	134,560
Ending Balance	**$ -**	**$ -**	**$ 2,214,825**	**$ 2,396,955**	**$ 2,531,515**
% of expenditures				66%	69%
Over (Under) Fund Balance Policy				**592,165**	**701,693**

City of Herriman Budget Versus Actual Report - October 2024

Grants Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
CDBG Program	-	-	147,530	147,530	0%	-	0%
EECBG Program	-	-	111,860	111,860	0%	-	0%
Total Revenue	**$ -**	**$ -**	**$ 259,390**	**$ 259,390**	**0%**	**$ -**	**0%**
Expenditures							
0181-01 Community Center Remodel	-	-	259,390	259,390	0%	-	0%
Total Expenditures	**$ -**	**$ -**	**$ 259,390**	**$ 259,390**	**0%**	**$ -**	**0%**
Excess of Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ -**			**$ -**	

Fund Balance Available (Unrestricted)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ -	$ -	$ -
Addition (Use of)	-	-	-	-	-
Ending Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

City of Herriman Budget Versus Actual Report - October 2024

Capital Projects Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Corridor Preservation Revenue	1,519,500	1,519,500	1,519,500	-	100%	-	0%
Grants-Federal (ACUB)	-	-	2,000,000	2,000,000	0%	-	0%
Grant-Trails	-	-	15,000	15,000	0%	-	0%
JVWCD Grant	-	-	200,000	200,000	0%	-	0%
Interest Income	121,338	414,462	198,310	(216,152)	209%	378,001	110%
Miscellaneous Revenue	2,551	2,662	2,550	(112)	104%	-	0%
Transfer In - General Fund	34,369	34,369	924,190	889,821	4%	804,738	4%
Transfer In - ARPA	-	1,360,163	1,360,163	-	100%	-	0%
Budgeted Use of Fund Balance	-	-	18,244,007	18,244,007	0%	-	0%
Total Revenue	**$ 1,677,758**	**$ 3,331,156**	**$ 24,463,720**	**$ 21,132,564**	**14%**	**$ 1,184,978**	**281%**
Expenditures							
Capital Projects	94,020	1,146,719	24,463,720	23,317,001	5%	4,863,827	24%
Total Expenditures	**$ 94,020**	**$ 1,146,719**	**$ 24,463,720**	**$ 23,317,001**	**5%**	**$ 4,863,827**	**24%**
Excess of Revenues Over (Under) Expenditures	**$ 1,583,738**	**$ 2,184,437**	**$ -**			**$ (3,678,849)**	

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ (6,469,722)	$ 3,333,738	$ 6,271,864	$ 11,538,362	$ (6,705,645)
Addition (Use of)	9,803,460	2,938,126	5,266,498	(18,244,007)	(1,700,000)
Ending Balance	**$ 3,333,738**	**$ 6,271,864**	**$ 11,538,362**	**$ (6,705,645)**	**$ (8,405,645)**
Interfund Loan (Water Rights Impact)	**$ 12,500,000**	**$ 10,485,370**	**$ 8,529,469**	**$ 8,529,469**	**$ 8,529,469**
Adjusted Ending Balance	**$ 12,500,000**	**$ 16,757,234**	**$ 20,067,831**	**$ 1,823,824**	**$ 123,824**

City of Herriman Budget Versus Actual Report - October 2024

Public Works Facility Capital Projects Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	3,705	14,465	20,500	6,035	71%	14,531	100%
Budgeted Use of Fund Balance	-	-	279,500	279,500	0%	-	0%
Total Revenue	**$ 3,705**	**$ 14,465**	**$ 300,000**	**$ 285,535**	**5%**	**$ 14,531**	**100%**
Expenditures							
Professional Fees	-	-	300,000	300,000	0%	-	0%
Budgeted Increase in Fund Balance	-	-	-	-	0%	-	0%
Total Expenditures	**$ -**	**$ -**	**$ 300,000**	**$ 300,000**	**0%**	**$ -**	**0%**
Excess of Revenues Over (Under) Expenditures	**$ 3,705**	**$ 14,465**	**$ -**			**$ 14,531**	

Fund Balance Available

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

City of Herriman Budget Versus Actual Report - October 2024

Project	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Transportation							
0001-01 11800 S Improvements Ph 1 (Reimb)	-	-	381,900	381,900	0%	-	0%
0016-04 7300 W Extension Ph 4	-	-	200,000	200,000	0%	-	0%
0130-00 Traffic Signal Real Vista & Mountain View	-	-	900,000	900,000	0%	-	0%
0182-00 Streetlight Replacement Project	-	24,504	94,770	70,266	26%	-	0%
0153-00 Sidewalk Trip Hazard Removal	-	-	114,000	114,000	0%	-	0%
0203-00 Hidden Oaks Backbone 1A (Reimb)	-	-	52,460	52,460	0%	-	0%
0058-00 Herriman Main Street Widening	86,335	290,898	621,720	330,822	47%	3,571,786	8%
0027-00 Bike Lanes Anthem Park Blvd	-	-	28,000	28,000	0%	-	0%
0016-02 7300 W Widening Phase 2	140	807,996	2,047,270	1,239,274	39%	35,121	2301%
0010-01 6000 W Road Widening Phase 1	-	13,385	2,096,740	2,083,355	1%	-	0%
0010-02 6000 W Road Widening Phase 2	-	-	80,000	80,000	0%	-	0%
0201-00 Olympia Blvd (Reimb)	-	-	14,000,000	14,000,000	0%	-	0%
0055-04 Herriman Blvd Phase 4 (Reimb)	-	-	492,300	492,300	0%	-	0%
Total Transportation	**86,475**	**1,136,783**	**21,109,160**	**19,972,377**	**5%**	**3,606,907**	**32%**
Parks & Recreation							
0020-00 Artistry Park Playground Replacement	-	-	100,000	100,000	0%	-	0%
0065-00 Indian Pony Park Playground Replacement	-	-	60,000	60,000	0%	-	0%
0170-00 Main St Median-Water Efficient Landscaping	-	-	20,000	20,000	0%	-	0%
0120-00 Stampede Bowl Multi-Use Trail	-	-	15,000	15,000	0%	-	0%
0215-00 Ice Ribbon Reserve Fund	-	-	157,940	157,940	0%	-	0%
0225-00 Grand Trotter Park Amenity Replacement	-	-	60,000	60,000	0%	-	0%
0033-00 Cemetery Restroom	-	-	215,360	215,360	0%	2,576	0%
Total Parks & Recreation	**-**	**-**	**628,300**	**628,300**	**0%**	**2,576**	**0%**
Other							
0181-00 Community Center Remodel Design	7,545	7,545	30,000	22,455	25%	-	0%
0149-02 UDOT Porter Rockwell Fiber Conduit (Reimb)	-	-	34,000	34,000	0%	-	0%
0216-00 Property Acquisition	-	2,320	2,000,000	1,997,680	0%	1,254,344	0%
0091-00 Range East Detention Pond Lands	-	-	40,600	40,600	0%	-	0%
0172-00 ERP System Replacement	-	71	300,000	299,929	0%	-	0%
Parkhouse PH 3 Fee in Lieu	-	-	161,660	161,660	0%	-	0%
Transfer to Storm Drain Fund	-	-	160,000	160,000	0%	-	0%
Total Other	**7,545**	**9,936**	**2,726,260**	**2,716,324**	**0%**	**1,254,344**	**1%**
Total Capital Project Expenditures	**$ 94,020**	**$ 1,146,719**	**$ 24,463,720**	**$ 23,317,001**	**5%**	**$ 4,863,827**	**23.6%**

City of Herriman Budget Versus Actual Report - October 2024

Capital Equipment Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	9,350	27,882	-	(27,882)	0%	-	0%
Transfer from General Fund	722,380	722,380	722,380	-	100%	-	0%
Transfer from Police Fund	22,560	22,560	22,560	-	100%	-	0%
Transfer from Public Safety (Non-Police)	73,880	73,880	73,880	-	100%	-	0%
Transfer from HCSEA Fund	-	697,720	697,720	-	100%	-	0%
Total Revenue	**$ 828,170**	**$ 1,544,422**	**$ 1,516,540**	**$ (27,882)**	**102%**	**$ -**	**0%**
Expenditures							
Conference Room Upgrades	-	-	10,000	10,000	0%	-	0%
0199-00 City Hall 1st Floor Network Switches	-	-	20,000	20,000	0%	-	0%
0190-00 Community Room Projectors	-	-	28,000	28,000	0%	-	0%
0194-00 Conference Room Calendar iPads	58	651	19,500	18,849	3%	-	0%
Snowplow	25,574	25,574	28,000	2,426	91%	-	0%
Ford F350 (#191)	52,065	52,065	80,730	28,665	64%	-	0%
Freightliner 108SD (#274) (Hooklift)	-	-	135,970	135,970	0%	-	0%
Tractor (#3004)	-	-	125,000	125,000	0%	-	0%
0184-00 Park Security Cameras	-	-	30,000	30,000	0%	-	0%
Ford F150 (#196)	-	-	57,910	57,910	0%	-	0%
Ford F150 (#197)	-	-	54,570	54,570	0%	-	0%
Ford F150 (#198)	-	-	4,220	4,220	0%	-	0%
Ford F550 (#275)	58,823	58,988	74,950	15,962	79%	-	0%
Speed Trailer	22,551	22,551	22,560	9	100%	-	0%
Ford F150 (#154)	-	-	73,880	73,880	0%	-	0%
Transfer to Water Capital Projects	-	-	53,530	53,530	0%	-	0%
Contribution to Fund Balance	-	-	697,720	697,720	0%	-	0%
Total Expenditures	**$ 159,071**	**$ 159,829**	**$ 1,516,540**	**$ 1,356,711**	**11%**	**$ -**	**0%**
Excess of Revenues Over (Under) Expenditures	**$ 669,099**	**$ 1,384,593**	**$ -**			**$ -**	

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ -	$ 701,820	$ 1,399,540
Addition (Use of)	-	-	701,820	697,720	697,720
Ending Balance	**$ -**	**$ -**	**$ 701,820**	**$ 1,399,540**	**$ 2,097,260**

City of Herriman Budget Versus Actual Report - October 2024

Capital Projects - Bond Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Bond Proceeds	-	-	14,398,300	14,398,300	0%	-	0%
Total Revenue	**$ -**	**$ -**	**$ 14,398,300**	**$ 14,398,300**	**0%**	**$ -**	**0%**
Expenditures							
0005-01 13800 S Roadway Phase 1 (Reimb)	-	-	800,000	800,000	0%	-	0%
0005-02 13800 S Roadway Phase 2 (Reimb)	-	-	920,000	920,000	0%	-	0%
0011-01 6400 W Improvements Phase 1 (Reimb)	-	-	1,850,000	1,850,000	0%	-	0%
0011-03 6400 W Improvements Phase 3 (Reimb)	-	-	4,008,930	4,008,930	0%	-	0%
0062-00 Hidden Oaks Open Space Improvements	-	-	4,400,000	4,400,000	0%	-	0%
0213-00 Creek Ridge Regional Park Improvements	-	-	2,000,000	2,000,000	0%	-	0%
Cost of Issuance	-	-	419,370	419,370	0%	-	0%
Total Expenditures	**$ -**	**$ -**	**$ 14,398,300**	**$ 14,398,300**	**0%**	**$ -**	**0%**
Excess of Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ -**			**$ -**	

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ -	$ -	$ -
Addition (Use of)	-	-	-	-	-
Ending Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

City of Herriman Budget Versus Actual Report - October 2024

Water Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Water Sales	1,173,604	6,523,984	14,975,400	8,451,416	44%	5,832,041	112%	
Connection Fees	14,125	50,200	150,000	99,800	33%	69,700	72%	
Interest Income	37,010	151,827	50,000	(101,827)	304%	114,558	133%	
Interest Income-Construction Funds	76,796	315,662	-	(315,662)	0%	329,090	96%	
Jordan Valley Water Conservancy Grant	-	-	40,000	40,000	0%	11,323	0%	
Other	17,437	83,307	275,020	191,713	30%	86,922	96%	
Use of Fund Balance	-	-	22,456,723	22,456,723	0%	-	0%	
Total Water Fund Revenue	**$ 1,318,972**	**$ 7,124,980**	**$ 37,947,143**	**$ 30,822,163**	**19%**	**$ 6,443,634**	**110.6%**	
Expenditures								
Administration								
Personnel	17,817	71,353	228,340	156,987	31%	67,604	106%	
Operating	8,892	151,034	653,620	502,586	23%	223,753	68%	
Administrative Chargeback	69,159	341,803	1,007,980	666,177	34%	336,239	102%	
Total Administration	**$ 95,868**	**$ 564,190**	**$ 1,889,940**	**$ 1,325,750**	**30%**	**$ 627,596**	**89.9%**	
Maintenance								
Personnel	117,082	520,695	1,962,200	1,441,505	27%	514,448	101%	
Operating	252,491	548,772	1,592,200	1,043,428	34%	441,628	124%	
Water Purchases (JVWCD)	-	2,586,628	6,392,400	3,805,772	40%	2,665,082	97%	1
Capital Outlay	5,917	482,800	639,000	156,200	76%	361,727	133%	2
Total Maintenance	**$ 375,490**	**$ 4,138,895**	**$ 10,585,800**	**$ 6,446,905**	**39%**	**$ 3,982,885**	**103.9%**	
Blue Stakes								
Personnel	3,077	13,607	43,560	29,953	31%	13,693	99%	
Operating	1,026	4,809	28,850	24,041	17%	5,054	95%	
Total Blue Stakes	**$ 4,103**	**$ 18,416**	**$ 72,410**	**$ 53,994**	**25%**	**$ 18,747**	**98.2%**	
Secondary Water								
Personnel	4,946	20,682	101,860	81,178	20%	35,531	58%	
Operating	149,941	307,524	493,000	185,476	62%	95,377	322%	2
Total Maintenance	**$ 154,887**	**$ 328,206**	**$ 594,860**	**$ 266,654**	**55%**	**$ 130,908**	**250.7%**	
Other								
Bond Payments and Fees	-	516,600	2,613,440	2,096,840	20%	539,200	96%	
Transfer to Water Capital Projects	1,849,224	7,396,898	22,190,693	14,793,795	33%	-	0%	
Total Other	**$ 1,849,224**	**$ 7,913,498**	**$ 24,804,133**	**$ 16,890,635**	**32%**	**$ 539,200**	**1467.6%**	
Total Expenditures	**$ 2,479,572**	**$ 12,963,205**	**$ 37,947,143**	**$ 24,983,938**	**34%**	**$ 5,299,336**	**244.6%**	
Excess of Revenues Over (Under) Expenditures	**$ (1,160,600)**	**$ (5,838,225)**	**$ -**			**$ 1,144,298**		

1 Bluffdale City water usage and Jordan Valley Water Conservancy District water purchases (timing difference).

2 New water meter sets were purchased in July, September, and October (timing difference).

Fund Balance Available (Current Assets Less Current Liabilities)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ (1,658,449)	$ 22,305,266	$ 23,989,171	$ 31,968,026	$ 9,511,303
Addition (Use of)	23,963,715	1,683,905	7,978,855	(22,456,723)	(283,705)
Less: Unspent Bond Proceeds	-	-	-	(810,536)	-
Ending Balance	**$ 22,305,266**	**$ 23,989,171**	**$ 31,968,026**	**$ 9,511,303**	**$ 9,227,598**
Over (Under) Fund Balance Policy				**$ 3,259,298**	**$ 2,208,248**

City of Herriman Budget Versus Actual Report - October 2024

Water Fund Summary

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue	**$ 1,318,972**	**$ 7,124,980**	**$ 37,947,143**	**30,822,163**	**19%**	**$ 6,443,634**	**111%**
Expenditures							
Personnel	142,922	626,337	2,335,960	1,709,623	27%	631,276	99%
Operating	412,350	1,012,139	2,767,670	1,755,531	37%	765,812	132%
Water Purchases	-	2,586,628	6,392,400	3,805,772	40%	2,665,082	97%
Capital	5,917	482,800	639,000	156,200	76%	361,727	
Bond Payments	-	516,600	2,613,440	2,096,840	20%	539,200	96%
Administrative Chargeback	69,159	341,803	1,007,980	666,177	34%	336,239	102%
Transfer to Water Capital Projects	1,849,224	7,396,898	22,190,693	14,793,795	33%	-	0%
Total Expenditures	**$ 2,479,572**	**$ 12,963,205**	**$ 37,947,143**	**$ 1,709,623**	**34.2%**	**$ 5,299,336**	**244.6%**
Excess of Revenues Over (Under) Expenditures	**$ (1,160,600)**	**$ (5,838,225)**	**$ -**			**$ 1,144,298**	

City of Herriman Budget Versus Actual Report - October 2024

Water Capital Projects Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grant - Environmental Protection Agency	-	-	3,239,290	3,239,290	0%	-	0%
Grant - Secondary Waterline 13400 S 5600 W	-	-	1,585,000	1,585,000	0%	-	0%
Transfer from Capital Equipment Fund	-	-	53,530	53,530	0%	-	0%
Transfer from Water Fund	1,849,224	7,396,898	22,190,693	14,793,795	33%	-	0%
Total Revenue	**$ 1,849,224**	**$ 7,396,898**	**$ 27,068,513**	**$ 14,793,795**	**27%**	**$ -**	**0%**
Expenditures							
0220-00 Leak Detection Equipment	-	-	40,000	40,000	0%	-	0%
0208-00 Water Sites Security Cameras	-	-	20,000	20,000	0%	-	0%
Ford F350 Utility Truck (#150)	52,065	52,065	83,403	31,338	62%	-	0%
Ford F150 4X4 Supercab (#221)	-	-	53,530	53,530	0%	-	0%
0179-00 Power to Lookout Repeater	-	-	18,000	18,000	0%	-	0%
0221-00 Power to HC 1 Meter Vault	-	-	12,000	12,000	0%	-	0%
0177-00 Power to Hi Deck PRV Stations	-	-	12,000	12,000	0%	-	0%
0178-00 EFI PRV Rehabilitation	-	-	40,000	40,000	0%	-	0%
0222-00 PRV Replacement	-	-	20,000	20,000	0%	-	0%
0176-00 PRV SCADA System Upgrades	-	1,316	53,500	52,184	2%	-	0%
0111-00 Water SCADA System Upgrade	-	665	55,000	54,335	1%	-	0%
0223-00 Hamilton Well VFD Improvement	-	-	85,000	85,000	0%	-	0%
0174-00 Blackridge Cap Stone Replacement	-	-	50,000	50,000	0%	-	0%
0175-00 AMI Towers	-	-	30,000	30,000	0%	-	0%
0055-05 Herriman Blvd Phase 5	-	-	56,800	56,800	0%	-	0%
0154-00 PRV Corrosion Correction Plan	-	-	135,000	135,000	0%	-	0%
0206-00 SCADA Hardware Refresh	-	-	30,000	30,000	0%	-	0%
0218-00 Old Town Water Project (EPA Grant)	3,631	94,607	4,032,610	3,938,003	2%	-	0%
0161-00 Olympia Zone 3 Culinary Water Tank	3,115	12,059	989,980	977,921	1%	-	0%
0017-00 AMI Water Reading System	-	-	128,680	128,680	0%	-	0%
0095-00 Relocate Bodell Well (6000 W 12560 S)	-	-	217,000	217,000	0%	-	0%
0112-00 Secondary Water Expansion & Repair	-	-	100,000	100,000	0%	-	0%
0202-00 6400 W Improvement (Olympia) Reimb	-	-	1,700,500	1,700,500	0%	-	0%
0077-00 Water Reading Web Portal	-	-	100,000	100,000	0%	-	0%
0055-04 Herriman Blvd Phase 4 Reimbursement	-	-	68,600	68,600	0%	-	0%
0141-00 Zone 2 & 3 Major Water Improvements	-	-	15,900,000	15,900,000	0%	-	0%
0165-00 JBM Pump Access Hatch	-	-	50,000	50,000	0%	-	0%
0212-00 Stillman Well Rehabilitation	-	-	626,910	626,910	0%	-	0%
0200-00 Whisper Rose PRV Installation	-	-	175,000	175,000	0%	-	0%
0141-00 Zone 2 & 3 Major Water Imp Mgmt	10,468	23,163	600,000	576,837	4%	-	0%
Secondary Waterline 13400 S 5600 W	-	-	1,585,000	1,585,000	0%	-	0%
Total Expenditures	**$ 69,279**	**$ 183,875**	**$ 27,068,513**	**$ 26,884,638**	**1%**	**$ -**	**0%**
Excess of Revenues Over (Under) Expenditures	**$ 1,779,945**	**$ 7,213,023**	**$ -**			**$ -**	

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ -	$ -	$ -
Addition (Use of)	-	-	-	-	-
Ending Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

City of Herriman Budget Versus Actual Report - October 2024

Water Rights Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Rights	1,828	68,087	-	(68,087)	0%	-	0%
Interest Income	6,271	104,395	60,000	(44,395)	174%	25,941	402%
Use of Fund Balance	-	-	2,491,440	2,491,440	0%	-	0%
Total Revenue	**$ 8,099**	**$ 172,482**	**$ 2,551,440**	**$ 2,378,958**	**7%**	**$ 25,941**	**665%**
Expenditures							
Water Right Purchases	-	-	2,385,440	2,385,440	0%	205,625	0%
Water Right Research/Fees	6,300	22,584	166,000	143,416	14%	55,113	41%
Total Expenditures	**$ 6,300**	**$ 22,584**	**$ 2,551,440**	**$ 2,528,856**	**1%**	**$ 260,738**	**9%**
Excess of Revenues Over (Under) Expenditures	**$ 1,799**	**$ 149,898**	**$ -**			**$ (234,797)**	

Fund Balance Available (Current Assets Less Current Liabilities)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 16,064,088	$ 15,967,361	$ 15,771,508	$ 9,987,909	$ 7,496,469
Addition (Use of)	(96,727)	(195,853)	(5,783,599)	(2,491,440)	(1,439,000)
Ending Balance	**$ 15,967,361**	**$ 15,771,508**	**$ 9,987,909**	**$ 7,496,469**	**$ 6,057,469**
Interfund Loan (Capital Projects)	**$ (10,485,370)**	**$ (9,822,566)**	**$ (8,529,469)**	**$ (8,529,469)**	**$ (8,529,469)**
Adjusted Ending Balance*	**$ 5,481,991**	**$ 5,948,942**	**$ 1,458,440**	**$ (1,033,000)**	**$ (2,472,000)**

* A budget amendment will be needed to adjust water right purchases to available fund balance.

City of Herriman Budget Versus Actual Report - October 2024

Water Impact Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Impact Fees	99,060	417,804	3,000,000	2,582,196	14%	1,258,899	33%
Interest Income	28,324	108,014	60,000	(48,014)	180%	29,729	363%
Use of Fund Balance	-	-	138,310	138,310	0%	-	0%
Total Revenue	**$ 127,384**	**$ 525,818**	**$ 3,198,310**	**$ 2,672,492**	**16%**	**$ 1,288,628**	**41%**
Expenses							
Reimbursements							
0055-04 Herriman Blvd Ph 4 Reimbursement	-	-	29,400	29,400	0%	-	0%
0011-03 6400 W (Phase 3) Improvements Reimbursement	-	-	442,600	442,600	0%	-	0%
0205-00 Axia Business Park Reimbursement	-	-	218,000	218,000	0%	-	0%
Dansie Blvd Phase 1 Reimbursement	-	-	-	-	0%	15,578	0%
Total Reimbursements	**$ -**	**$ -**	**$ 690,000**	**$ 690,000**	**0%**	**$ 15,578**	**0%**
Capital Projects							
0149-01 UDOT Porter Rockwell Betterments Waterline	-	-	179,300	179,300	0%	-	0%
0058-00 Herriman Main Street Widening	-	-	100,000	100,000	0%	-	0%
0143-00 Zone 4 Cove Secondary Reservoir & Pipeline	-	-	469,100	469,100	0%	-	0%
0203-00 Hidden Oaks Backbone 1A	-	-	416,710	416,710	0%	-	0%
0010-01 6000 W Road Widening Phase 1	-	-	1,300,000	1,300,000	0%	-	0%
Total Capital Projects	**$ -**	**$ -**	**$ 2,465,110**	**$ 2,465,110**	**0%**	**$ -**	**0%**
Other							
Professional Services	-	1,494	43,200	41,706	3%	16,156	9%
Total Other Expenses	**$ -**	**$ 1,494**	**$ 43,200**	**$ 41,706**	**3%**	**$ 16,156**	**9%**
Total Expenses	**$ -**	**$ 1,494**	**$ 3,198,310**	**$ 3,196,816**	**0%**	**$ 31,734**	**5%**
Excess of Revenues Over (Under) Expenses	**$ 127,384**	**$ 524,324**	**$ -**			**$ 1,256,894**	

Fund Balance Available (Current Assets Less Current Liabilities)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 21,281,842	$ 3,434,344	$ 283,835	$ 3,143,241	$ 3,004,931
Addition (Use of)	(17,847,498)	(3,150,509)	2,859,406	(138,310)	1,174,800
Ending Balance	**$ 3,434,344**	**$ 283,835**	**$ 3,143,241**	**$ 3,004,931**	**$ 4,179,731**

City of Herriman Budget Versus Actual Report - October 2024

Storm Water Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Revenue								
Storm Water Fee	143,928	574,751	1,744,570	1,169,819	33%	556,323	103%	
Interest Income	5,962	22,183	15,000	(7,183)	148%	12,096	183%	
Private Storm Water Enforcement	-	100	30,000	29,900	0%	1,000	10%	
Total Revenue	**$ 149,890**	**$ 597,034**	**$ 1,789,570**	**$ 1,192,536**	**33%**	**$ 569,419**	**105%**	
Expenses								
Administration								
Operating	3,909	15,764	102,450	86,686	15%	27,561	57%	
Administrative Chargeback	26,953	124,335	392,740	268,405	32%	110,483	113%	
Transfer to Storm Water Capital Projects	-	-	329,500	329,500	0%	-	0%	
Contribution to Fund Balance	-	-	19,620	19,620	0%	-	0%	
Total Administration	**$ 30,862**	**$ 140,099**	**$ 844,310**	**$ 704,211**	**17%**	**$ 138,044**	**101%**	
Maintenance								
Personnel	32,330	136,706	480,430	343,724	28%	147,976	92%	
Operating	4,995	37,153	222,720	185,567	17%	58,355	64%	
Capital	-	6,928	17,380	10,452	40%	1,918	361%	1
Total Maintenance	**$ 37,325**	**$ 180,787**	**$ 720,530**	**$ 539,743**	**25%**	**$ 208,249**	**87%**	
Engineering								
Operating	1,026	14,956	86,040	71,084	17%	26,354	57%	
Administrative Chargeback	10,139	43,435	138,690	95,255	31%	49,367	88%	
Total Engineering	**$ 11,165**	**$ 58,391**	**$ 224,730**	**$ 166,339**	**26%**	**$ 75,721**	**77%**	
Total Expenses	**$ 79,352**	**$ 379,277**	**$ 1,789,570**	**$ 1,410,293**	**21%**	**$ 422,014**	**90%**	
Excess of Revenues Over (Under) Expenses	**$ 70,538**	**$ 217,757**	**$ -**			**$ 147,405**		

1 UtiliSync Software payment due in July (timing difference).

Fund Balance Available (Current Assets Less Current Liabilities)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 402,487	$ 570,054	$ 672,381	$ 1,257,984	$ 1,277,604
Addition (Use of)	$ 167,567	$ 102,327	$ 585,603	$ 19,620	$ (18,740)
Ending Balance	**$ 570,054**	**$ 672,381**	**$ 1,257,984**	**$ 1,277,604**	**$ 1,258,864**
Over (Under) Fund Balance Policy				**$ 566,069**	**$ 525,659**

City of Herriman Budget Versus Actual Report - October 2024

Storm Water Fund Summary

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue	**$ 149,890**	**$ 597,034**	**$ 1,789,570**	**1,192,536**	**33%**	**$ 569,419**	**104.8%**
Expenditures							
Personnel	32,330	136,706	480,430	343,724	28%	147,976	92%
Operating	9,930	67,873	411,210	343,337	17%	112,270	60%
Capital	-	6,928	17,380	10,452	40%	1,918	361%
Administrative Chargeback	37,092	167,770	531,430	363,660	32%	159,850	105%
Transfers/Contribution to Fund Balance	-	-	349,120	349,120	0%	-	0%
Total Expenditures	**$ 79,352**	**$ 379,277**	**$ 1,789,570**	**$ 1,410,293**	**21%**	**$ 422,014**	**89.9%**
Excess of Revenues Over (Under) Expenditures	**$ 70,538**	**$ 217,757**	**$ -**			**$ 147,405**	

City of Herriman Budget Versus Actual Report - October 2024

Storm Water Impact Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Storm Drain Fees	-	61,771	200,000	138,229	31%	136,234	45%
Interest Income	13,720	53,207	64,500	11,293	82%	57,371	93%
Use of Fund Balance	-	-	1,634,370	1,634,370	0%	-	0%
Total Revenue	**$ 13,720**	**$ 114,978**	**$ 1,898,870**	**$ 1,783,892**	**6%**	**$ 193,605**	**59.4%**
Expenditures							
0120-00 Master Planning - Storm Drain	-	-	95,000	95,000	0%	-	0%
0103-00 Rose Creek Storm Drain	-	-	787,000	787,000	0%	-	0%
0010-01 6000 W Road Widening Phase 1	-	-	241,840	241,840	0%	-	0%
0203-00 Hidden Oaks Backbone 1A	-	-	406,910	406,910	0%	-	0%
6400 W Improvements Phase 3 Reimbursement	-	-	368,120	368,120	0%	-	0%
Total Expenditures	**$ -**	**$ -**	**$ 1,898,870**	**$ 1,898,870**	**0%**	**$ -**	**0.0%**
Excess of Revenues Over (Under) Expenditures	**$ 13,720**	**$ 114,978**	**$ -**			**$ 193,605**	

Fund Balance Available (Current Assets Less Current Liabilities)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ 3,062,527	$ 2,949,520	$ 1,315,150
Addition (Use of)	-	3,062,527	(113,007)	(1,634,370)	7,200
Ending Balance	**$ -**	**$ 3,062,527**	**$ 2,949,520**	**$ 1,315,150**	**$ 1,322,350**

City of Herriman Budget Versus Actual Report - October 2024

Storm Water Capital Projects Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grant - State of Utah	-	-	113,000	113,000	0%	-	0%
Transfer from Capital Projects	-	-	160,000	160,000	0%	-	0%
Transfer from Storm Water Fund	-	-	329,500	329,500	0%	-	0%
Total Revenue	**$ -**	**$ -**	**$ 602,500**	**$ 602,500**	**0%**	**$ -**	**0.0%**
Expenditures							
0151-00 Storm Drain Retrofit Projects	-	-	442,500	442,500	0%	-	0%
0162-00 Automall Pond Relocation	-	-	160,000	160,000	0%	-	0%
Total Expenditures	**$ -**	**$ -**	**$ 602,500**	**$ 442,500**	**0%**	**$ -**	**0.0%**
Excess of Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ -**			**$ -**	

Fund Balance Available (Current Assets Less Current Liabilities)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ -	$ -	$ -	$ -	$ -
Addition (Use of)	-	-	-	-	-
Ending Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

City of Herriman Budget Versus Actual Report - October 2024

High Country I Water Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	12,146	60,186	-	(60,186)	0%	53,624	112%
Connection Fee	325	325	-	(325)	0%	-	0%
Interest Income	1,276	5,352	-	(5,352)	0%	5,107	105%
Total Revenue	**$ 13,747**	**$ 65,863**	**$ -**	**$ (65,863)**	**0%**	**$ 58,731**	**112%**
Expenditures							
Administration							
Personnel	-	-	-	-	0%	2,181	0%
Operating	61	679	-	(679)	0%	1,508	45%
Total Administration	**$ 61**	**$ 679**	**$ -**	**$ (679)**	**0%**	**$ 3,689**	**18%**
Maintenance							
Personnel	2,133	8,716	-	(8,716)	0%	17,999	48%
Operating	2,538	45,115	-	(45,115)	0%	41,144	110%
Capital	-	-	-	-	0%	5,467	0%
Total Maintenance	**$ 4,671**	**$ 53,831**	**$ -**	**$ (53,831)**	**0%**	**$ 64,610**	**83%**
Total Expenditures	**$ 4,732**	**$ 54,510**	**$ -**	**$ (54,510)**	**0%**	**$ 68,299**	**80%**
Excess of Revenues Over (Under) Expenditures	**$ 9,015**	**$ 11,353**	**$ -**			**$ (9,568)**	

Fund Balance Available (Unrestricted)

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 86,917	$ 103,771	$ 103,533	$ 65,462	$ 65,462
Addition (Use of)	60,986	47,453	13,831	-	-
Capital Reserve	(44,132)	(47,691)	(51,902)	-	-
Ending Balance	**$ 103,771**	**$ 103,533**	**$ 65,462**	**$ 65,462**	**$ 65,462**
Capital Reserve Balance	**$ 136,548**	**$ 184,239**	**$ 236,141**	**$ 236,141**	**$ 236,141**

City of Herriman Budget Versus Actual Report - October 2024

High Country II Water Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	19,860	102,998	-	(102,998)	0%	98,128	105%
Water Impact Fees	-	16,884	-	(16,884)	0%	-	0%
Interest Income	2,740	10,727	-	(10,727)	0%	9,293	115%
Total Revenue	**$ 22,600**	**$ 130,609**	**$ -**	**$ (130,609)**	**0%**	**$ 107,421**	**121.6%**
Expenditures							
Personnel	-	-	-	-	0%	6,066	0%
Operating	33,457	85,312	-	(85,312)	0%	51,784	165%
Capital	-	-	-	-	0%	-	0%
Total Expenditures	**$ 33,457**	**$ 85,312**	**$ -**	**$ (85,312)**	**0%**	**$ 57,850**	**147.5%**
Excess of Revenues Over (Under) Expenditures	**$ (10,857)**	**$ 45,297**	**$ -**			**$ 49,571**	

Fund Balance Available

	FY2022	FY2023	FY2024 (Unaudited)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	$ 617,677	$ 788,439	$ 471,185	$ 581,707	$ 581,707
Addition (Use of)	170,762	(317,254)	110,522	-	-
Ending Balance	**$ 788,439**	**$ 471,185**	**$ 581,707**	**$ 581,707**	**$ 581,707**

HERRIMAN CITY

STAFF REPORT

DATE: December 11, 2024

TO: The Honorable Mayor and City Council

FROM: Monte Johnson, Director of Operations

SUBJECT: Interlocal Cooperation Agreement for Traffic Signal Maintenance.

RECOMMENDATION:
Staff recommends approving the Interlocal Cooperation Agreement for Traffic Signal Maintenance.

BACKGROUND:
Herriman City currently owns and operates 24 traffic signals and 2 Hawk signals. These signals play a critical role in maintaining the efficient flow of traffic, reducing congestion, and enhancing safety for motorists, pedestrians, and cyclists.
To ensure these traffic signals are properly maintained, the city has historically entered into an agreement with Salt Lake County, through its Public Works Operations Division to provide routine inspections, repairs, upgrades, and emergency response services. The current agreement is set to expire at the end of the year, and it is necessary to enter into a new Interlocal Cooperation Agreement to continue these services.

DISCUSSION:
The proposed agreement will renew the Interlocal Cooperation Agreement between Herriman City and Salt Lake County for the maintenance of traffic signals. Under the terms of the agreement, Salt Lake County will provide essential maintenance services, including:

- Routine inspections of all traffic signal equipment.
- Timely repairs and replacement of faulty components.
- Upgrades to signal technology.
- Emergency response services to address any traffic signal malfunctions or accidents.

The new agreement is designed to provide smooth operation of Herriman City's traffic signals, including both routine and emergency services.

ALTERNATIVES:

1. **Recommended-Approve the Interlocal Cooperation Agreement for Traffic Signal Maintenance:**
   This alternative provides efficient service delivery and cost savings, ensuring the continued safe operation of the City's traffic signals.
2. **Do not approve the Interlocal Cooperation Agreement:**

The City could decide to maintain traffic signals in-house. This would require purchasing additional equipment and hiring additional employees. At this time, this alternative would result in higher costs.

3. **Solicit services from another service provider:**
   The City could seek out other service providers for traffic signal maintenance. This could potentially lead to different service levels, costs, and risks associated with transitioning away from the County.

FISCAL IMPACT:

The costs associated with this agreement are accounted for in this year's budget.

13011 S. Pioneer Street • Herriman, Utah 84096
(801) 446-5323 office • (801) 446-5324 fax • Herriman.org

County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
FOR
TRAFFIC SIGNAL MAINTENANCE

This AGREEMENT is made and entered this _____ day of _____, 2024, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter called "County," and HERRIMAN CITY, a municipal corporation under the laws of the State of Utah, hereinafter called "City." The County and City may be jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the City desires to contract with the County for maintenance by County of designated City traffic signals; and

WHEREAS, the Parties are public agencies as defined by the Utah Interlocal Cooperation Act, and are authorized by said Act to enter into agreements with each other to provide for joint or cooperative action; to provide services that they are each authorized by statute to provide; and to exchange services that are each authorized by state to provide; and

WHEREAS, the Parties intend by this agreement to provide and to exchange services that they are authorized by statute to perform, i.e., § 10-8-11 U.C.A. 1953 as amended, and § 17-50-309, U.C.A., 1953 as amended; concerning construction, maintenance and control of streets and roads.

AGREEMENT:

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

1. **TRAFFIC SIGNAL MAINTENANCE**. The County, through its Public Works Operations Division, shall be responsible for the yearly inspection and maintenance of City traffic signals described in Exhibit "A" and will provide the necessary labor, equipment and materials, for said maintenance. Maintenance shall include preventative maintenance described in paragraph 2 and emergency repair and additional maintenance described in paragraph 4. Said maintenance shall be performed to County standards for similar signals on County public roads. A record of maintenance activities shall be kept on file by the County throughout the term of this Agreement. At the conclusion of said term, County shall provide a copy of said record to City.

2. **PREVENTATIVE MAINTENANCE**. Preventative maintenance of the traffic signals by the County shall include the following work to be performed once a year:

a. **Cabinet (per unit):** Replace filter, check ground rod clamp and wire, check circuit breaker, check ground fault receptacle, measure voltages at service inputs in cabinet, check current being drawn, lubricate hinges and lock, check waterproof seal, check anchor bolts, remove dust accumulation, check wiring schematic and records, verify correct signal timing and phasing, check operation of cooling fan, check wiring connections, check operation of all indicator lamps, check for secure fitting modules, check load switches, remove any graffiti, and remove and replace any defective conflict monitor with one that has been tested for proper operation.

b. **Signal Heads (vehicle and pedestrian per unit):** Clean and check LEDS, check alignment, check for damaged or rusty mechanical hardware (clevis pins, clamps, etc.), check mast arms at connections, check visors, and check back plates.

c. **Mast Arms and Poles (per unit):** Inspect for rust and remove and seal as required, inspect joints for both rust and cracks at arm/upright location and base plate, inspect anchor bolts for rust and tightness, inspect horizontal and vertical angle of the arm, and check handhole covers, end caps and top caps.

d. **Push buttons (per unit):** Check and actuate push buttons on each end of actuated crosswalks and visually verify pedestrian signal operation, check push button signs, check push button alignment, measure crosswalk timing and adjust as necessary to meet current MUTCD standards.

e. **Detection (per approach):**

Generally: Verify call inputs from detectors to controller, verify optimum detector sensitivity level, verify that overlap of detection in adjacent lane is not occurring, check detectors location relative to stopbar, and check for tight and secure connections.

Video detection: Run video diagnostic, upload latest software, clean camera lenses, and inspect hardware for tightness.

f. **Junction Boxes (per unit):** Check integrity of the splices, check ground road and clamp connections, check for water infiltration, check lid for abnormal condition or fit.

g. **Traffic Signal Coordination:** Services include the development, update, and implementation of traffic signal coordination timing plans, coordination with UDOT on timing plans, blue staking of fiber and fiber maintenance, and annual time runs during peak hours to check coordination.

h. **Blue Stakes:** The parties stipulate and agree that County is a member of Blue Stakes of Utah for traffic signals. County will accept Blue Stakes requests and clear or mark all underground lines related to the traffic signal, except for ATMS fiber optics, which will be left for marking by UDOT. Payment for Blue Staking shall be an hourly rate to be established at County's cost of providing said services. City shall also pay an annual flat fee to County to cover the cost of Blue Stakes Membership and the processing of requests for marking. City, as operator of the signal, shall hold County harmless in the event of a utility strike involving the signal system.

i. **Other Components:** To include emergency vehicle detection, tattletale lights. Clean lenses and change bulbs, check alignment, check operation and programming, and download data.

j. **Materials Included:** County to assess problems with traffic signals and notify City of any maintenance required beyond the preventative maintenance performed under this agreement. Materials included in preventative maintenance are agreed upon as: light globes and filters, and cleaning supplies. County shall bill other materials separately.

k. **Radar Detection:** Verify all radar units are working properly and giving proper lanes proper calls. Clean unit and inspect hardware for tightness.

3. **PAYMENT FOR PREVENTATIVE MAINTENANCE**. For the period of January 1, 2025 through December 31, 2025, the yearly fee for preventative maintenance shall be $ 1,595.00 per signal that is either (1) in operation or (2) under construction on November 1 of each year. On or before November 1 of each year beginning in November 2026, the County shall notify the City in writing of any increase in the yearly maintenance fee for the following yearly period beginning January 1, which increase shall not exceed ten percent (10%) above the current year's fee. If the proposed increase in fee is not acceptable to the City, the City shall notify the County in writing by November 20 and the Parties shall negotiate an acceptable fee for the following year or terminate the contract pursuant to paragraph 11.

The City shall make equal payments on a quarterly basis as follows. Each payment shall be twenty-five percent (25%) of the yearly maintenance fee. The payment due for quarter ending March 31 of a given year shall be due and payable April 20 of the same year; the payment due

for the quarter ending June 30 of a given year shall be due and payable July 20 of the same year; the payment due for the quarter ending September 30 of a given year shall be due and payable October 30 of the year; and the payment due for the quarter ending December 31 of a given year shall be due and payable January 20 of the following year.

4. **EMERGENCY REPAIR AND ADDITIONAL MAINTENANCE**. Emergency repair and additional maintenance of the traffic signals by the County shall include the following work:

a. The County shall provide 24-hour emergency repair call out services. Crews shall respond to emergency signal problems on a 24-hour basis. They shall assess the problems, i.e. power outage, lightning strike, accident, component failure, etc., and repair or replace the needed components to restore the signal to its original operating condition.

b. The County shall provide inspection services for signal projects constructed by others. The City will provide a minimum 48 hour notice in writing for required inspections by the County.

c. Signal phasing, timing, and coordination plans shall be recommended by the County, but the City shall have the ultimate responsibility to approve the plans. Any changes related to signal phasing, timing, or other modification of the signals shall be initialed or approved in writing by the City Engineer or other authorized engineering representatives prior to the County implementing the change. Any signal upgrades shall be approved in writing by the City Engineer or other authorized engineering representative prior to the County implementing the upgrade.

d. The County shall replace malfunctioning, defective or damaged electronic equipment, cabinet components, conflict monitors, loops, signal heads, mast arms, signal poles, pedestrian heads and buttons, junction boxes and handholes as additional maintenance.

e. The County shall provide and install or replace at the City's direction metro signs and other applicable signs as part of Traffic Signal configurations. Materials shall include all additional attachments hardware necessary to securely attach signage to structures.

5. **PAYMENT FOR EMERGENCY REPAIRS AND ADDITIONAL MAINTENANCE.** The City shall reimburse the County for the total actual cost of the emergency repair and/or additional maintenance including labor, equipment, materials and indirect costs, if any. The County shall submit monthly invoices to the City for emergency repairs and additional maintenance costs which the City agrees to pay within thirty (30) days

after the date the invoice is received. The cost of repairs due to damage from traffic accidents or contractor construction activities will be billed to the City. Case number or contractors' names will be provided, if available.

6. **REQUEST FOR MAINTENANCE WORK**. Written requests for signal maintenance work, changes or upgrades, shall be submitted to the County Public Works Operations Division Director by the City Engineer or other representative designated by the City. Requests for emergency repairs may be made to the County Public Works Operations Division. The County shall respond to any such requests in a timely manner.

7. **TRAFFIC SIGNALS TO BE MAINTAINED**. The traffic signals to be maintained by the County pursuant to the terms of this agreement are set forth in Exhibit "A."

8. **ADDITIONAL TRAFFIC SIGNALS**. Additional traffic signals may be added to Exhibit "A" of this contract by written request from the City to the County Public Works Operations Division Director, which request is subject to acceptance in writing by the County. Any new signals constructed or acquired by the City by, e.g., acceptable from UDOT or annexation, that have been accepted by the County as provided above will be added to Exhibit "A" automatically. Exhibit "A" will be updated by the County yearly to include all new signals, and be kept on file in the County's Public Works Operations offices.

9. **LIABILITY**. The City and the County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

10. **INDEMNIFICATION**. The City agrees to indemnify and hold the County, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of City, and each City's officers, agents, and employees.

The County agrees to indemnify and hold the City, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of the County, and each County's officers, agents, and employees.

11. **TERMINATION**. The terms of this agreement shall commence on January 1, 2025 and remain in effect until December 31, 2031, or until such time as either party may terminate this agreement by giving the other party written notice of termination at least thirty (30) days in advance of the desired termination date.

12. **NOTICES**. 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 pre-paid, and certified and addressed as follows:

If to Salt Lake County: Salt Lake County Public Works Operation
Division Director
604 West 6960 South
Midvale, Utah 84047

With a copy to: Salt Lake County District Attorney
2001 South State, S3-600
Salt Lake City, Utah 84114

If to the City: _____
_____
_____

13. **AGENCY**. No agent, employee or servant of the City or County is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The County acts as an independent contractor, and is not an employee or agent of the City.

14. **FORCE MAJEURE**. No party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other parties.

15. **NO OBLIGATIONS TO THIRD PARTIES**. The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

16. **GOVERNING LAW**. The laws of the State of Utah govern all matters arising out of this Agreement.

17. **COUNTERPARTS**. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all

Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

18. **COUNTY ETHICAL STANDARDS**. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

19. **INTERLOCAL COOPERATION ACT**. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

20. **ENTIRE AGREEMENT AND AMENDMENT**. This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the date and year specified above.

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval:

By: _____
Scott Baird,
Department Director

Date: _____

By: _____
Steven Kuhlmeier,
Division Director

Date: _____

Reviewed as to Form:

By: Ryan W. Lambert Digitally signed by Ryan W. Lambert Date: 2024.10.30 15:34:58 -06'00'
Ryan W. Lambert
Deputy District Attorney

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

HERRIMAN CITY

By _____
Mayor or designee

Date _____

ATTEST:

By _____
City Recorder

Date_____

Approved as to Form and Legality:

By _____
City Attorney

Date_____

EXHIBIT “A”

City’s Designated Traffic Light Maintenance Inventory

Exhibit A
Herriman City
Traffic Signals

2025

Location	Ownership	End of 2023	End of 2024	2025	
11800 S 5600 W	Herr50/SJ50	0.5	0.5	0.5	
11800 S 6000 W Pioneer St	Herr50/SJ50	0.5	0.5	0.5	
11940 S 5300 W Anthem Park	Herriman	1	1	1	
12080 S 5600 W - Hawk	Herriman	0.5	0.5	0.5	
12440 S 5600 W Herriman Parkway	Herriman	1	1	1	
12440 S 6000 W Pioneer St	Herriman	1	1	1	
12600 S 4570 W Western Springs	Herr50/Riv50	0.5	0.5	0.5	
12600 S 5100 W	Herriman	1	1	1	
12950 S 5240 W Fort Herriman	Herriman	1	1	1	
12950 S 5340 W Black Locust	Herriman	1	1	1	
13100 S 5600 W	Herriman	1	1	1	
13100 S 6000 W Pioneer St	Herriman	1	1	1	
13100 S 6400 W Main Street	Herriman	1	1	1	
13400 S 5000 W Monarch Meadows	Herr50/Riv50	0.5	0.5	0.5	
13400 S 5200 W Morning Cloak	Herr50/Riv50	0.5	0.5	0.5	
13400 s 5600 W	Herriman75/Riv25	0.75	0.75	0.75	
13400 S 6000 W Pioneer Rd	Herriman	1	1	1	
13400 S 6400 W	Herriman	1	1	1	Turned on in October 2024 - Starts being billed 1/1/2026
13800 S 4500 W Sentinel Ridge	Herr50/Riv50		0.5	0.5	Converted from HAWK to 4 way signal August 2024
14020 S 4390 W Rex Peak Way Sentinel Ridge	Herriman	0.5	1	1	
14100 S 5600 W Rose Crest Mirabella Lane	Herriman	1	1	1	
14345 S 4350 W Rose Crest Sentinel Ridge	Herriman	1	1	1	
14415 S 4990 W Rose Crest Juniper Crest	Herriman	1	1	1	
14450 S 4810 W Rose Crest - HAWK	Herriman	1	0.5	0.5	
Mount Ogden Peak Dr. (14525 South) Juniper Crest (4990 West)	Herriman	1	1	1	
14679 S 3950 W Real Vista Dr. Sentinel Ridge	Herriman	1	1	1	
		Total	Total	Total	
		21.25	21.75	21.75	
			21.25	21.25	MyFin

HERRIMAN CITY

STAFF REPORT

DATE: December 04, 2024

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Approval of the purchase of a restroom facility for Mountain Ridge Park – Wendy Thomas, Assistant City Manager

---

RECOMMENDATION:
Staff recommends approval.

ISSUE BEFORE COUNCIL:
Does the City Council want to approve the purchase of a CXT restroom facility in the amount of $208,166.00 to be located at Mountain Ridge Park?

BACKGROUND/SUMMARY:
Mountain Ridge Park is currently under construction at approximately 4260 Watchman Way. The park will include a large detention basin, playground, pavilion, restroom and parking lot. The park has gone through the approval process and is budgeted.

ALTERNATIVES:
Recommended - Approve the purchase of a CXT restroom facility.
Do not approve the purchase of a CXT restroom facility.

FISCAL IMPACT:
$208,166.00 from Park Impact Funds

ATTACHMENTS:
CXT Utah State Contract

Docusign Envelope ID: 97139EA3-E29C-4AC3-876A-C4F5376BFECC

ORDERING INFORMATION

Utah State Contract
MA4544

CXT® Incorporated manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES):
   CXT Incorporated, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206
2. ORDERING PROCEDURES:
   Fax 509-928-8270
3. PAYMENT ADDRESS(ES):
   Remitting by check:
   CXT, Inc., PO Box 676208, Dallas, TX 75267-6208
   Remitting by ACH or wire transfer:
   Beneficiary: CXT, Inc.
   Beneficiary Bank: PNC Bank, Pittsburgh, PA
   Account: 1077766885 ABA/Routing: 043000096
   Email remittance details to AR@lbfoster.com

TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):

All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane.

Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by- project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

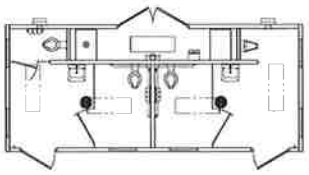
**Customer is responsible for all local permits and fees.

Docusign Envelope ID: 97139EA3-E29C-4AC3-876A-C4F5376BFECC

DAKOTA — 11' x 26'

Dakota with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

Utah State Contract MA4544			Price Per Unit		
Base Price			$ 115,653.00		$ 115,653.00
Added Cost Options				Click to Select	
Final Connection to Utilities			$ 5,000.00	☑	5,000.00
Optional Wall Texture- *choose one*	○ Split Face Block ($5,500)	◉ Custom Texture ($7,000)		Reset Wall Texture	7,000.00
Optional Roof Texture	☑ Ribbed Metal		$ 5,500.00		5,500.00
Individual User Option			$ 24,500.00	☑	24,500.00
Stainless Steel Water Closet (each)		Qty: 3	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)		Qty: 2	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)		Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)		Qty: 4	$ 700.00	☑	2,800.00
Electronic Flush Valve (each)		Qty: 4	$ 1,500.00	☑	6,000.00
Electronic Lavatory Faucet (each)		Qty: 4	$ 1,500.00	☑	6,000.00
Electronic Urinal Valve (each)		Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)		Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)		Qty: 3	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)		Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)		Qty: 2	$ 750.00	☑	1,500.00
Skylight in Restroom (each)		Qty: 2	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)		Qty: 2	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*			$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)		Qty: 1	$ 5,600.00	☑	5,600.00
2K Anti-Graffiti Coating			$ 4,000.00	☑	4,000.00
Optional Door Closure (each)		Qty: 4	$ 700.00	☑	2,800.00
Fiberglass Entry and Chase Doors and Frames (each)		Qty: 6	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)		Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)		Qty: 1	$ 1,200.00	☑	1,200.00
				Total for Added Cost Options:	$ 71,900.00
Custom Options: Installation Surcharge $2000					$ 2,000.00
				Engineering and State Fees:	$ 5,000.00
				Estimated One-Way Transportation Costs to Site (quote):	$ 13,613.00
				Estimated Tax:	$
				Total Cost per Unit Placed at Job Site:	$ 208,166.00

Estimated monthly payment on 5 year lease ***$4,184.14***

This price quote is good for 60 days from date below, and is accurate and complete.

Kurt A Mee — Digitally signed by Kurt A Mee Date: 2024.10.24 14:25:13 -07'00'

CXT Sales Representative — Date

I accept this quote. Please process this order.

Company Name

Company Representative — Date

Docusign Envelope ID: 97139EA3-E29C-4AC3-876A-C4F5376BFECC

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

____ Amber Rose	____ Berry Mauve	____ Buckskin	____ Cappuccino Cream
____ Charcoal Grey	____ Coca Milk	____ Evergreen	____ Georgia Brick
____ Golden Beige	____ Granite Rock	____ Hunter Green	____ Java Brown
____ Liberty Tan	____ Malibu Taupe	____ Mocha Caramel	____ Natural Honey
____ Nuss Brown	____ Oatmeal Buff	____ Pueblo Gold	____ Raven Black
____ Rich Earth	____ Rosewood	____ Sage Green	____ Salsa Red
____ Sand Beige	____ Sun Bronze	____ Toasted Almond	____ Western Wheat

Special roof color # Custom _____ Special wall color # Custom _____

Special trim color # _____

Stone Color *(Mark option with an X.) *If option is not available, verify stone option is selected on previous page.*

____ Basalt*	____ Mountain Blend*	____ Natural Grey*	____ Romana*

Roof Texture **If option is not available, verify roof texture option is selected on previous page.*

X Ribbed Metal*

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
**If option is not available, verify wall texture option is selected on previous page.*

____ Split Face Block*	____ Horizontal Lap*	X Board & Batt*	____ Stucco*#
____ Brick*#	____ Distressed Wood*#		

Stone Wall Texture *(bottom texture only) *If option is not available, verify stone option is selected on previous page.*

X Napa Valley*#	____ River Rock*#	____ Flagstone*#	____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

☐ Non-locking ADA Handle ☑ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☑

Accessible Signage

☑ Men ☑ Women ☑ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☑ 3-Roll Stainless Steel

Notes: Customer will supply the door locks for the restroom doors which will be Schlage NDE, and the supply room lock will be a Schlage ND. The Drinking Fountain will be Elkay with bottle filler. Customer MAY supply their own Toilet Paper holders (will confirm at order)
Building will be produced out of Hillsboro, TX
Standard CXT warranty is implied

CXT

800.696.5766
cxtinc.com

CITY COUNCIL MINUTES

Wednesday, October 23, 2024
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, October 23, 2024, 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 (remotely), Teddy Hodges (remotely), Sherrie Ohrn, and Steven Shields (remotely)

Staff Present: City Manager Nathan Cherpeski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, Communications Manager Jonathan LaFollette, Public Works Director Justun Edwards, Community Development Director Blake Thomas, City Attorney Todd Sheeran, Management Analyst Trevor Ram, City Planner Michael Maloy, City Engineer Bryce Terry, HPD Police Chief Troy Carr, Operations Director Monte Johnson, UFA Division Chief Anthony Widdison, HPD Investigations Commander Zach Adams, 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 at 5:31 p.m.

1.1. Review of this Evening's Agenda

Council and staff briefly reviewed the agenda.

1.2. Future Agenda Items

There were no future agenda items requested.

1.3. Council discussion of future citizen recognitions

There was no future citizen recognitions discussed.

2. Administrative Reports

2.1. Hidden Oaks Master Development amendment discussion – Nathan Cherpeski, City Manager

City Manager Nathan Cherpeski outlined the potential development plan amendment for the Hidden Oaks area. He highlighted a proposal to request the removal of the senior-only housing requirement in pod 15 and 17. Additionally, the second proposal would replace the pods with larger, single-family lots in pod 15 and 16 and transfer six into pod 10. The revised plan for pod 10 was suggested to address concerns about attainable housing. The change would allow for a row of 4,000 square-foot lots that would feature a smaller building footprint. The homes would initially be constructed without garages to help reduce the initial purchase price. Homeowners would have the option to add a detached garage in the future. City Manager Cherpeski noted the setbacks would also be reduced to accommodate the potential for future garage construction. City Planner Michael Maloy added the driveway would account for tandem parking.

Mayor Paler shared the background behind the proposed development changes, explaining that the idea came from his involvement with the Housing Affordability Commission and subsequent conversation with Ivory Homes discussing the challenges of making housing truly affordable. Mayor Palmer emphasized the solution shouldn't just be about creating small lots, but rather about ensuring homes were genuinely affordable. He looked at the possibility of exploring deed restrictions or other mechanisms to ensure affordability. When asked about the price point for the proposed homes, Ivory Homes Representative Brad Mackay replied that a price point had not been determined as the plan was still in the early stages of development.

Ivory Homes Representative Mackay explained the approach to make homes more affordable in the proposed development by outlining that the homes would be 950 square feet, designed as rear-load ramblers with unfinished basements, and could be built without garages initially. By removing the garage, the price of the home could be reduced by $30,000 to$40,000, allowing homeowners to add a detached garage later when they were financially able to do so. He emphasized the goal was to build smaller homes on smaller lots, taking advantage of the existing infrastructure in the area, which has already been developed with the necessary roads and utilities. Councilmember Sherrie Ohrn pointed out the details provided to the Council showed various layouts and size of homes.

The Council debated the potential for constructing smaller homes and price points. Councilmember Steven Shields argued the real issue was not the size or feature of the home, but rather that smaller homes on smaller lots do not necessarily translate into more affordable prices, especially when the market price drives the cost. He worried that such developments would simply create more expensive homes in smaller formats without lowering overall housing costs. Mayor Palmer agreed.

City Planner Maloy suggested the development could be a good opportunity to address housing affordability for a small number of families, but acknowledged the solution would not solve the broader issue of the housing crisis. Councilmember Ohrn emphasized the challenge of affordability being a market-driven issue and cautioned against over-regulating and not allowing the market to correct itself. Councilmember Teddy Hodges relayed his concern about the feasibility and potential for unintended consequences, such as government subsidizing housing. Councilmember Jared Henderson agreed that this project didn't make sense to experiment. He clarified his priority was the infrastructure and density of the development, not the square footage of the lot. He stressed the importance of properly placed open spaces and argued that they should be practical and useful, not just meeting an arbitrary requirement. He suggested that green spaces should be integrated into people's yards rather than placed in unutilized public areas. The Council agreed.

City Council consensus expressed support of lifting the senior housing restriction on lots within pod 15 and 17; however, were not open to the revised plan for pod 10.

2.2. **Discussion on a 10-Year Financial Model** – Kyle Maurer, Finance Director and Trevor Ram, Management Analyst

Finance Director Kyle Maurer presented an overview of the City's 10-year financial model, outlining the key assumptions that guided the projections for both revenues and expenditures. The revenue forecasts, particularly for sales tax, were approached conservatively, reflecting recent trends where sales tax growth had been strong through 2022 but was expected to slow moving forward. The City saw significant double-digit increases in sales tax up until 2022; however, in 2023-2024, the growth slowed to around 2%. This deceleration was attributed to the larger tax base, where achieving high percentage increases became more challenging as the base grows. Franchise tax revenue, from energy companies like Rocky Mountain and Enbridge, saw a surge in 2022-2023 due to rate increases, but future revenue was expected to stabilize, particularly in cable TV, as more residents discontinue cable services in favor of streaming alternatives.

On the expenditure side, the financial model assumed realistic, slightly higher-than-usual growth in costs to account for various service demands. This included anticipating increases in personnel costs, such as salaries, insurance premiums, and retirement contributions, which were projected to grow at different. Given the importance of maintaining operational

vehicles and equipment, the City has incorporated a vehicle replacement charge into the budget for all departments, a practice that was previously applied only to the police department. This ensures that City vehicles and equipment are replaced on a timely basis without straining future budgets.

A significant adjustment to the model involved the City's impact fee revenue projections. The Community Development Department has worked on updating these projections to make them more realistic, particularly as new developments like Olympia and the proposed Panorama area are utilizing the Public Infrastructure Districts instead of paying impact fees.

Population growth, a critical driver of both revenue and expenditures, has slowed in recent years. The City's current population is estimated at 62,000 residents, with the official 2023 census count at 60,000. However, the population projections for 2023 and 2024 show a slight dip, primarily due to changes in how the U.S. Census Bureau estimated population. The Census Bureau adjusted its methodology, which resulted in more of the growth being allocated to Utah County rather than Herriman City. This shift in population estimated implications for future planning, as it suggested that some of the expected growth will not be captured within city boundaries.

The City plans to maintain current staffing levels and service levels for most departments, the financial model includes provisions for expanding the fire service area. This expansion involved the construction of a new fire station in the coming years to meet the growing demand for fire services as the city continues to develop. Overall, the 10-year financial model was designed to ensure fiscal sustainability by planning for conservative revenue growth, realistic expenditure increases, and adjustments to reflect the changing dynamics of the city's population and infrastructure needs. The model also anticipated future demands and made provisions for additional services, particularly in the fire department, to meet the evolving needs of the community.

Finance Director Maurer provided a detailed presentation of the City's General Fund and capital improvement projects, emphasizing the current and future financial challenges. He showed the City's projected revenues were sufficient to cover operating expenditures. He explained that the current capital improvement projects over the next 10 years focus on those funded by general revenues. Staff projected future capital needs beyond what has been approved by the Council. When the additional projects are incorporated into the model, there is a noticeable imbalance with expenditures exceeding revenues. The fund balance was expected to decrease starting in 2032, and if all proposed projects were funded, the city would face a shortfall of over $30 million, highlighting the need for further financial planning.

The capital improvement projects currently totals about $39 million, though about $11 million could be covered by other sources such as impact fees or one of the potential public

improvement districts. The City included the projects in the list; however, has placed them deferred them to a future column in the projections. Director Maurer emphasized the importance of reevaluating the capital improvement plan to prioritize essential projects, given limited staff capacity, particularly within the engineering department, which would manage the projects.

Staff recommended exploring economic development initiatives to increase city revenue and reexamine which projects would be critical to move forward. Director Maurer stated some projects could be postponed due to workload constraints. He also highlighted efforts made to support technology initiatives, like using artificial intelligence, to reduce the reliance on new hires and mitigate labor costs, which are the biggest expense. The technological solutions could provide long-term savings, although they may require significant upfront investment.

Director Maurer addressed the financial implications of the proposed capital improvement projects and other fund forecasts. He highlighted the current model assumed no property tax increase to balance the budget, which would lead to a $30 million shortfall by 2034. The model did include the projected cost of a public safety building in 2028, estimated at $19.5 million, which would require bonding and result in an annual debt service of about $1.5 million. To cover this gap, property tax increases would be necessary, with projections showing a required increase ranging from 2.77% to 33.5% over the next decade. A smaller tax increase of 13.5% would be needed just to fund the public safety building.

Director Maurer presented a scenario where new growth revenue was incorporated into the model. This improved the financial outlook, showing that the fund balance would remain solvent until about 2029, just before the public safety building debt service would begin to strain the budget. The City also had a strong performance from the police department in fiscal year 2024, with savings of approximately $1.06 million, largely due to personnel vacancies, which helped to offset operating costs. However, he noted that the police department's fund balance would decrease in 2025 and 2026, as personnel funds were used temporarily to cover inflation costs.

Director Maurer discussed the park impact fee fund, which faced its own set of financial challenges. The impact fee revenues were expected to be around $13.1 million over the next 10 years, with some of this revenue being reduced due to the creation of Public Infrastructure Districts that fund park infrastructure instead of paying impact fees. With about $46.6 million in park projects within the capital improvement plan, the park impact fee fund is facing a significant shortfall. Debt service on bonds issued for master development agreement obligations would add further strain, requiring approximately $516,000 per year from park impact fees. Staff recommendations for the park impact fee fund included prioritizing

projects that have the least operating impact on the general fund, as well as updating the impact fee analysis and facilities plan to reflect current costs.

Director Maurer then provided an update on the transportation impact fee fund and highlighted the projected fund balance which showed a slight surplus when excluding projects potentially funded by public improvement districts. Major transportation projects included the 13400 South improvements, McDougal Road Phase One, and traffic signal upgrades, all of which are part of the current plan.

Director Maurer addressed the fire service area fund, which included the projected cost of a new fire station in 2028. This fund assumed that the City would pay for the new station's operating and debt service costs, although other cities might contribute to the operating costs under the Unified Fire Authority's (UFA) pricing model. The fund balance looks healthy until 2028, but once the new station is operational, both the construction and operating costs will significantly increase the fund's financial demands.

City Manager Cherpeski added that the decision to build a new station would be primarily based on the City's needs, not because of neighboring area requirements. He acknowledged that other cities could contribute to the costs, the City should anticipate bearing most of the financial responsibility for the new station as a community. The planning for the station could evolve, and changes may occur in how costs are distributed. He reiterated that the City should prepare for the possibility of funding a new station independently.

Finance Director Mauer outlined assumptions used in the fire service area's financial model explaining that a conservative approach allocated for a 2% increase through 2031, followed by a 1% increase. He also noted that the fire service area participates in several Community Development Project Areas, which would reduce the property tax increment directed to those development areas. He noted operating costs were assumed to rise at 5% annually due to contract increases. The cost for a new fire station was estimated at $8.4 million, factoring in current costs and inflation. He noted the model also included a worst-case scenario, considering the construction of a larger fire station instead of a smaller one, which would lead to an additional operating expenditure of $3.4 million and a debt service of $1.4 million. He projected that a property tax increase of about 26% would be required in 2031 to keep the fire service fund solvent.

City Manager Cherpeski emphasized the importance of not relying on one-time funds, noting that the City had made efforts to shift away from using such funds to avoid masking long-term financial challenges. He also highlighted the limitations of impact fees, explaining that while certain projects may be eligible for impact fee funding, there was no guarantee that sufficient funds will be available to cover them. City Manager Cherpeski referred to the large capital projects, mentioning that the City had far more ambitious plans, such as the $250-

$300 million in planned capital projects, than what was realistically achievable with the current financial outlook.

City Manager Cherpeski also pointed out that while the City hoped to increase property and sales tax revenues in the future, most of these increases would come with incentives, meaning the City won't capture the full amount immediately. By around 2035, the City would start receiving the full benefit of these increases, but it will be too late to address the current financial shortfalls. Despite these challenges, he stated that the situation was not catastrophic but rather a long-standing reality that is now being presented more transparently for informed decision-making. He noted that the City has been conservative with its expense projections, although actual costs could vary. Additionally, while revenue growth is occurring, it is not at the same rate as in the past. He used the example of homebuilding, noting that adding 1,000 homes now has a far smaller impact on revenue compared to when the city was adding 5,000 homes annually, as the tax base is much larger now.

City Manager Cherpeski outlined the next steps for the City's financial planning, noting that after this meeting, they would bring the Council back to discuss the Capital Improvement Plan (CIP). While the focus of the current meeting was on the broader budget, the CIP would address projects planned beyond the immediate two-year period. City Manager Cherpeski mentioned that, with $70 million allocated to projects over the next two years, it would take longer than that to fully complete them. Therefore, the Council will need to focus on the longer-term plans and consider how to prioritize projects in the future.

City Manager Cherpeski reiterated his plans to discuss a framework for evaluating projects, emphasizing the importance of asking key questions for each project. These questions could include: How does the project impact the city and its residents? What is the investment required, and what is the expected rate of return—if any? The goal will be to develop a clear set of criteria to guide decision-making for future projects. He also mentioned that the Council would review the entire capital plan.

Councilmember Ohrn expressed appreciation for the transparent approach taken in the meeting, stating that it's far better to face the reality of the City's financial situation with clear numbers than to ignore it. She emphasized that pretending the issue doesn't exist, continuing to spend without the necessary funds, or making promises that can't be backed financially, would be detrimental. Councilmember Ohrn acknowledged that while the situation may not be ideal, it's far more constructive to understand the challenges upfront so the City can address them directly, rather than pretending they aren't happening. The Council concurred.

3. Adjournment

Councilmember Ohrn moved to adjourn the City Council work meeting at 6:38 p.m. Councilmember Henderson seconded the motion, and all voted aye.

7:00 PM – GENERAL MEETING:

4. Call to Order

Mayor Palmer called the meeting to order at 7:03 p.m. and noted Councilmember Henderson and Hodges were participating remotely.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

Mr. Gavin Nyberg led the audience in the Pledge of Allegiance.

4.2. City Council Comments and Recognitions

There were no comments or recognitions.

5. Public Comment

Gavin Nyberg expressed his disappointment and surprise upon learning that the DARE program had been canceled this year, without any prior notification to him or others he had spoken with. After his mother spoke with Sergeant Lopez, he discovered that the cancellation was due to funding issues. Mr. Nyberg requested the City to find a way to reinstate the program in schools, emphasizing the importance of combating the widespread issue of drug use and providing students with as much support as possible to remain safe and drug-free. To further support his request, Mr. Nyberg gathered signatures from 124 fourth and fifth-grade students at Silver Crest Elementary, all of whom expressed their desire for the DARE program to be brought back.

Councilmember Shields acknowledged the value of the DARE program, sharing personal experience with his own children, including his oldest son, who gained the courage to intervene with a friend due to the lessons learned in DARE. He expressed strong support for the program, describing it as "amazing" and beneficial for students. However, he explained that the main issue preventing the program's continuation was the high cost of providing officers for the training sessions. With the full cost of an officer—including vehicle and equipment—amounting to around $250,000 per year, having two officers involved in the program across multiple schools was a significant financial commitment. Councilmember Shields pointed out that these officers, while conducting DARE sessions, were not available for other public safety duties. He noted that due to budget constraints and the recent tax increase already passed, the City was forced to make difficult financial decisions, and unfortunately, the DARE program was one of the things that had to be cut.

Mayor Palmer explained that the cancellation of the DARE program was largely due to a state law passed this year, which now requires officers to be present in junior high schools throughout the entire school day. He clarified that previously, an officer was able to divide

his time between the junior high and the elementary schools, conducting DARE sessions part-time. However, with the new state law, officers must be stationed at the junior high from bell to bell, leaving no time to manage the DARE program at the elementary schools. To continue the DARE program, the City would have needed to hire an additional full-time officer, making it financially unfeasible given the current budget constraints. Mayor Palmer expressed his personal disappointment, noting that even his young son, who loves participating in DARE, would be upset by the program's discontinuation. He acknowledged that everyone involved is saddened by the loss, but the change was driven by the need to comply with the state's new safety requirements for schools.

Councilmember Ohrn encouraged Mr. Nyberg to explore alternative ways to address the issue of drug prevention at his school. She acknowledged that government programs like DARE have been a long-standing solution, but she suggested that the community, including parents and students, could come together to create their own version of a drug prevention program. Councilmember Ohrn emphasized that the responsibility of preventing drug use lies not just with the government but with the entire community. She encouraged him to talk with his parents and peers to find solutions and create initiatives locally, given the City's financial constraints. She added that increasing taxes to fund such programs would only raise costs for families, potentially making the area unaffordable.

Darianna Faria, the president of Latinos in Action at Herriman High School, extended a formal invitation to the City Council residents to attend a Multicultural Festival hosted by the organization on November 2nd. The event, which was scheduled from 2:00 PM to 6:00 PM, would celebrate the diverse cultures within the community. It marked the conclusion of Hispanic Heritage Month and coincided with Dia de los Muertos (Day of the Dead). The festival featured various cultural organizations, including the Columbus Center, the Black Student Union (BSU), and the Asian Student Union. The event honored cultures beyond just Hispanic traditions. Ms. Faria mentioned that the festival provided a platform for the community to come together in celebration of its diversity.

6. City Council Reports

6.1. Councilmember Jared Henderson

There was no report.

6.2. Councilmember Teddy Hodges

None.

6.3. Councilmember Sherrie Ohrn

Councilmember Ohrn shared that during the special meeting with Wasatch Front Waste and Recycling District, where the Board discussed budget issues including a proposed $6.50 monthly increase in garbage service fees. She expressed concern about the financial burden

this increase might place on the residents, especially considering the cumulative effect on everyone. She recommended the City explore alternatives by preparing a request for proposal for garbage service to make sure the City is getting the most affordable option. She clarified the City would continue working with the District for the foreseeable future. She also noted the tentative budget would be considered the following Monday, with a final budget approval the following month, allowing for public comment. She relayed the sentiment at the meeting was to move forward with the proposed fee increase.

6.4. Councilmember Steven Shields

Councilmember Shields shared a personal reflection after spending time in the San Diego area, noting the unique approach to high-occupancy vehicle lanes, which featured a moving barrier for bus lanes. He observed significant construction and heavy traffic congestion in southern California, highlighting the rapid growth and changes in areas like San Diego. He compared this to Herriman's growth over the past 20 years, acknowledging the challenges of rapid change but also appreciating the community's positive aspects. He stated Herriman was a wonderful place to live, with great people and facilities.

7. Mayor Report

Mayor Palmer discussed the ongoing issue of homelessness, noting that it was a topic raised in both the LPC meeting on Monday and COM. He shared that the State Committee on Homelessness has decided to shift back to a centralized campus model, moving away from the previous approach of temporary satellite shelters. The committee was seeking a 30-acre site along the Wasatch Front to build a permanent homeless facility that will not only provide shelter but also essential services. Mayor Palmer expressed hope that the new direction would alleviate the challenges of relocating temporary shelters each winter.

Councilmember Shields questioned the effectiveness of current approaches relating to homelessness. He noted that the county has spent significant resources on temporary shelters and services for the homeless population, including $50 million annually for winter resource centers. He suggested that instead of continuously spending on temporary solutions, they could consider building affordable housing, such as tiny homes, which could be more cost-effective in the long run. Mayor Palmer agreed, acknowledging the high costs involved in maintaining temporary shelters, and pointed out that efforts are shifting towards more permanent housing solutions.

8. Reports, Presentations and Appointments

8.1. Results of Traffic Signal Warrant Study at the intersection of Herriman Main St & Herriman Rose Blvd – Bryce Terry, City Engineer

City Engineer Bryce Terry presented the results of a traffic signal warrant study for the intersection of Herriman Main Street and Herriman Rose Boulevard. He noted that the intersection had no traffic control device for Herriman Main Street traffic, only advisory

lights to alert drivers when people are crossing. The school crosswalk for Silver Crest Elementary had previously been located at this intersection, but after consulting with the school, local law enforcement, and the community, it was relocated to Herriman Main Street and Black Locust. This new location has an existing traffic signal, which provided safer crossing with a red light stopping all traffic.

Engineer Terry explained that the decision to move the Safe Walk route to Black Locust was met with public concern, and additional discussions emerged about the need for broader improvements to the intersection, including a potential traffic signal, roundabout, or other enhancements. In response, the City conducted a traffic signal warrant study, explaining that such a study is necessary before installing a traffic signal. Engineer Terry also mentioned that a prior study in 2021 found that the traffic volumes at this intersection did not meet the requirements for a traffic signal, but the new study would provide updated information. He invited questions from the public before continuing with the details of the study.

Councilmember Shields asked for clarification on who was responsible for choosing the safe walk route for students. City Engineer Terry explained that the decision was a collaborative effort from the Herriman Police Department, the Engineering Department, Silver Crest Elementary administration, and Jordan School District. The school administration gathers feedback from the school community council, which discusses safe walking routes and provides recommendations. After considering the input provided from all parties, an agreement on the safest route is submitted to the state for official recording and finalization. Engineer Terry added that the discussion regarding the safe walk route had been ongoing for at least the past five years.

Councilmember Shields asked for the definition of “safe walking route”. Engineer Terry explained the safe walking route referred to the safest path for students to take from their home to the school, utilizing existing infrastructure. The main goal is to prioritize safety, particularly when dealing with obstacles like busy roads. Convenience is also a factor considered; however, the primary focus is on ensuring the safest route, based on engineering assessments and recommendations. Councilmember Shields clarified that the safe walking route is not guaranteed to be free from any dangers or issues. Engineer Terry concurred and reiterated the goal was to provide the best path for students to get to school. It does not guarantee complete safety from all dangers. In some areas, there are no sidewalks, and students may have to walk on the shoulder of the road without any curb or gutter for protection. The route created allowed for designated areas where crossing guards could safely assist students in crossing busy streets. In cases where there are no sidewalks, the route is still established, though it would be referred to as a “narrow school safe walk route,” meaning students walk with minimal protection from the road.

Councilmember Shields asked about the context behind what a warrant study entailed. Engineer Terry explained that a traffic signal warrant study was based on the Manual on Uniform Traffic Control Devices, a federal document that sets the standards for all public roadways, including private roads that are not gated. The manual is used to ensure consistency in road signs, striping, and traffic controls across the country to allow for uniformity so that drivers can understand traffic controls regardless of location. The warrant study was part of the guidelines, which establish criteria for when a traffic signal should be installed. The criteria, or warrants, justify the need for a signal based on factors like traffic volume and safety, ensuring that there is a valid reason for adding a traffic signal to a particular intersection. Councilmember Shields restated that the term "warranted" was often used to mean something that was justified or met certain requirements. He emphasized that the warrant study essentially would determine whether the installation of a traffic device was justified.

City Engineer Terry explained that traffic signal warrant studies are necessary to determine whether installing a traffic signal is justified and appropriate. The purpose of these studies is to avoid overuse of traffic signals, which can cause unnecessary delays and frustration for drivers. If traffic signals are installed without proper justification, it can lead to congestion and potentially more dangerous driving behavior, like road rage. He pointed out that traffic signals are not only installed to improve vehicle flow but must be done so in a way that doesn't create new issues or worsen the existing situation. If traffic signals are placed in locations that aren't warranted by national or state standards, there is a risk of creating safety problems and legal liability if accidents occur. Therefore, a warrant study follows established criteria to ensure that traffic signals are installed where they are needed, effective, and safe.

Engineer Terry explained the process of determining whether a traffic signal is warranted, focusing on several key criteria used in a traffic signal warrant study. The first criterion, traffic volume, was assessed through three different warrants. In Warrant 1, the volume of traffic on both the major and minor roads had to meet certain thresholds over an eight-hour period. For example, the minor road needed at least 150 vehicles per hour, and the major road required 600 vehicles per hour. While the major road met its volume threshold, the minor road did not, so a traffic signal was not warranted based on traffic volume alone. Pedestrian activity was another factor, but it was unlikely to meet the necessary thresholds for a signal. A pedestrian signal warrant required either 300 pedestrians crossing in one hour or 150 pedestrians crossing for four hours a day, which was not the case in this study. Crash data was also reviewed under Warrant 7, which required at least five crashes in the last year that could have been prevented by a traffic signal. However, there was only one minor crash, which did not meet the necessary criteria. Additionally, Warrant 6 and Warrant 8 considered factors such as transit needs and future traffic projections from a transportation master plan, but these were not relevant to this study. Warrant 9 addressed railroad crossings, which did not apply in Herriman. Engineer Terry emphasized that while traffic signals can improve

safety and manage traffic, they must be justified by these technical standards to avoid unnecessary delays and driver frustration. If the city decided to override these standards, it could face legal risks if accidents occurred due to an improperly justified signal. He also noted that funds for traffic signals must be allocated responsibly, ensuring they are installed where truly needed, based on unbiased data rather than external pressures.

City Engineer Terry confirmed that the first three warrants, which are based on traffic volume, were examined in detail. He explained that while some of the criteria were close to being met, others were far off, and after reviewing the collected data, they concluded that a traffic signal was not warranted. Based on the studies and data analysis, including all the factors considered in the manual, staff did not recommend installing a traffic signal at currently. Engineer Terry explained that the pedestrian activity warrant was challenging to quantify. The warrant simply counted how many people are crossing the road at a given time, and this does not account for the fact that fewer people may cross the road due to safety concerns in the absence of a traffic signal. For a four-hour period, the warrant required 150 pedestrians to cross during each of those four hours. However, at the location in question, the highest count, typically around the time when school lets out, was about 50 pedestrians. This number was subject to change, especially after the school crossing was moved to a different intersection.

Councilmember Shields also inquired whether any warrant combined traffic and pedestrian counts at the same hour, to which Engineer Terry explained that the pedestrian warrant does consider traffic volume. The busier the road, the fewer pedestrians are needed to meet the warrant. Conversely, on less busy roads, a higher number of pedestrians would be needed. Councilmember Ohrn asked if pedestrian traffic was considered during peak times, such as morning or after school hours, when pedestrian traffic is higher. Engineer Terry confirmed that the warrants factor in the amount of traffic at specific times, but the intersection did not meet the necessary criteria for any of the traffic and pedestrian warrants.

Following up, City Engineer Terry noted that, although the intersection didn't meet the warrants for a traffic signal, traffic on Herriman Main Street was expected to grow, making it important to continue monitoring the situation. The intersection was about 75% of the way to meeting the necessary traffic volumes for a signal. However, he emphasized that alternative solutions should be considered, including meeting with community members to discuss their concerns. Engineer Terry suggested solutions such as improving sight distance by trimming or removing trees in the center median, installing traffic-calming measures, or using a driver feedback sign.
Councilmember Ohrn asked whether there are times when it would no longer be safe to have an intersection at all, such as when left turns become too dangerous. Egnineer Terry acknowledged that there are instances where restrictions could be placed on certain

movements, like eliminating left turns by extending the median. However, this could create new challenges, and any change would need careful consideration of its potential impact.

Councilmember Shields pointed out that it wasn't clear what specific issues the traffic signal was meant to address, such as traffic flow, pedestrian crossings, or school safety. He emphasized the importance of identifying the exact concerns before determining which improvements should be made. Engineer Terry agreed, stating that the goal was to identify the community's main concerns and find targeted solutions that could improve safety and functionality at the intersection.

Mayor Palmer opened the public comment portion of the meeting.

Charisty Nyberg expressed her concern about the lack of communication regarding the recent changes regarding the safe walk route. She highlighted that the neighborhood had not been notified about the decisions, and there was no opportunity for public comment or input. Ms. Nyberg shared that she only learned about the school community council when she attended a meeting regarding the new safe walk route, and she was surprised to find that the changes had already been decided. This lack of communication led to pushback from residents who felt excluded from the process. Ms. Nyberg, who is now a member of the school community council, mentioned her goal was to improve communication moving forward. She emphasized that many residents were unaware of the ongoing discussions, and this led to frustration in the community. She then addressed the safety concerns raised by Councilmember Shields, agreeing that the issues were a combination of several factors. Ms. Nyberg explained that it was difficult to safely enter or exit the neighborhood, especially during peak times, as the traffic made it challenging to turn left out of the intersection. She suggested that this might have contributed to the low traffic numbers recorded during the study, noting that construction work had likely led many people, including herself, to avoid the area. Regarding the pedestrian count, Ms. Nyberg pointed out that the children now had to walk to Black Locust School instead of crossing directly to their previous school, reducing the number of pedestrians crossing at the intersection. She also noted that more parents were driving their children to school because of the increased walking distance. She called for more community input, acknowledging that other areas of the city may also need attention but stressing that the concerns of her neighborhood should be addressed as well.

Lacey Taylor introduced herself as a member of the school community council, alongside Ms. Nyberg, both of whom were elected to the council with hopes of making a positive impact. She noted that the plan regarding the school's safe walk route had been presented at a subcommittee meeting, not to the entire council. When they were informed about the plan, the police brought it forward, stating that it was already decided. Ms. Taylor expressed concerns about the level of communication involved in creating the plan and questioned how much input had been gathered, particularly from school leadership. She referenced

information from the Utah Safe Routes program, which stressed the importance of school leadership in decisions related to student safety and transportation. According to the program, policies, procedures, and projects aimed at improving student safety, increasing physical activity, and encouraging walking or biking to school should be promoted by school and district officials. Taylor emphasized that, as the only all-walking school in Herriman, the school had unique needs that required special consideration. She pointed out that there were no buses serving the school, meaning that all students had to walk, which likely contributed to increased foot traffic in the area. Ms. Taylor also raised concerns about safety, particularly with the lack of a reduced speed limit along the road. She mentioned that before the traffic study began, she had contacted the engineering department to inquire if traffic between the school and a nearby restaurant would be considered, as it could affect pedestrian traffic on Main Street. Although she was told that this would be taken into account, she was unsure whether it had been addressed in the study. Additionally, she noted that previous foot traffic studies had been conducted during a period when schools were not fully operational due to COVID-19, suggesting that these findings might not accurately reflect the current situation. Taylor concluded by reiterating the need for further exploration of options to ensure the safety and well-being of the students walking to school.

David Pruitt referenced the Manual on Uniform Traffic Control Devices (MUTCD) and specifically Warrant 5, which addressed school crossings. According to Warrant 5, if an engineering study shows that the number of traffic gaps during school crossing periods was fewer than the minutes in that period, and there are at least 20 schoolchildren crossing during the highest crossing hour, a traffic signal would be warranted. Mr. Pruitt found it hard to believe that this warrant was not met and sought clarification on this point. He then raised another question about the study, asking whether it had considered the possibility of installing stop signs, as they have a lower threshold for warranting than traffic signals. He noted that this aspect had not been discussed in the study. Mr. Pruitt made a comment regarding roundabouts. He pointed out that while traffic lights and stop signs require warrants, roundabouts do not. He acknowledged that roundabouts can be more expensive than traffic signals but emphasized that low-cost roundabout options exist. He cited studies showing that roundabouts are safer than traffic signals and recommended that the city consider them as a viable alternative when addressing traffic concerns. Specifically, Mr. Pruitt suggested that a roundabout would be a better solution than restricting left-hand turns through the installation of a median, as had been previously mentioned.

Councilmember Shields asked City Engineer Bryce Terry to address two points. First, he inquired whether the subcategory of Warrant 5 regarding gaps in traffic and their relation to the number of minutes during the school crossing was evaluated in the study. Engineer Terry explained that the school crossing warrant was not applicable because the current Safe Walk route does not cross at the location in question. The warrant would have applied if the route had remained as it was before, but since there are alternative crossing options, the warrant

didn't justify a traffic signal at this intersection. Councilmember Shields also asked about the consideration of roundabouts in the area. He noted that roundabouts are generally a good solution for traffic flow but wanted to know how they interact with pedestrian crossings. Engineer Terry responded by explaining that roundabouts reduce conflicts between vehicles and pedestrians, particularly because there are no left turns crossing in front of other vehicles. However, for a roundabout to function effectively in this case, it would need to be multi-lane to accommodate the traffic on Main Street. The design of such a large roundabout might impact nearby properties, and the pedestrian safety concerns arise because drivers may not always notice pedestrians while navigating the roundabout, especially when they are not required to stop. Mayor Palmer reiterated that no decisions had been made yet and emphasized the need for continued community input, particularly on issues like communication and transparency. He acknowledged the concerns about the process and assured everyone that further discussions would allow for more consideration of the options and their potential impacts. Councilmember Shields clarified that his questions were intended to gather information, not dismiss ideas, and that the process was ongoing.

Katie Palmer shared her concerns about the intersection near Silvercrest, emphasizing that the issue was not just about creating safe walking routes for children, but about the overall safety of the intersection itself. She described witnessing three close calls, including a recent incident where a middle school student almost got hit while crossing the intersection on their bike. Katie pointed out that middle school kids tend to cross the intersection around 7:35-7:45 AM, which is often during busy traffic times. She mentioned that these students are not following the longer walking route to Black Locust but instead crossing directly at the intersection, which increases the risk of accidents. Ms. Palmer also raised concerns about the timing of school releases, noting that the elementary school lets out at 3:05 PM, which overlaps with middle school dismissal. This creates congestion at the intersection, with students from both schools trying to cross at the same time, potentially creating more confusion and risk. She emphasized that her primary concern was the safety of anyone crossing the intersection, particularly the children, and thanked the Council for working with the community to address these concerns.

Sherry Rogers expressed her concerns regarding the safety of students, particularly middle school children, crossing the street near Silvercrest. She noted that many middle school students were still using the old crosswalk, which was no longer a zebra-striped crosswalk and was potentially hazardous. Ms. Rogers proposed reinstalling a 20 mph school zone from Black Locust to the Herriman Rose intersection, arguing that such a zone would make the area safer for students walking or biking. She pointed out that similar setups exist in other areas, such as Salt Lake, where a 20 mph school zone exists alongside a traffic signal and a pedestrian sky bridge. She also raised the concern that students were walking in the gutters of Herriman Main Street due to insufficient sidewalk space, which increased the risk of accidents, especially with cars speeding at 35 mph. Ms. Rogers suggested that slowing traffic

to 20 mph would help mitigate these dangers and make the area safer overall, especially for middle school students crossing the street. She also questioned why the traffic signal was placed at Black Locust rather than at Herriman Rose, suggesting that the latter intersection might be more critical given its higher traffic volume and the safety concerns raised by the community.

David Pruitt asked whether the stoplights at the intersections of Black Locust and Fort Herriman were warranted, seeking clarification on whether there was a traffic study or data supporting the need for these lights. His second question focused on communication with the community, as he inquired about how the future community meeting would be communicated to residents. He was looking for clarification on the methods or channels that would be used to ensure the public is informed about upcoming discussions or decisions regarding the intersection and safety improvements.

Mayor Palmer responded that he did not have information currently on why the lights were placed at specific intersections; however, wanted to focus on looking forward and addressing the issues at hand. He also made it clear that the City would never allocate taxpayer money to remove or relocate the traffic lights, as doing so would be an extremely costly undertaking, amounting to millions of dollars. The City's current approach was to focus on finding solutions.

Gabe Nyberg shared his thoughts on the traffic light situation, and expressed that if the equipment for the light was already in place, it might be more efficient to move it rather than leave the light where it was. He mentioned the frustration that occurs when a light turns red, and vehicles make right turns without waiting, causing unnecessary delays for others. Mr. Nyberg also highlighted the significant distance children must walk to cross Herriman Main Street. He suggested that moving the lights could improve the situation for residents, especially for children walking from the neighborhood and the recreation center. He also brought up the idea of installing pedestrian crossing lights, like those seen near schools in other areas, to improve safety.

Lacey Taylor expressed her appreciation for the City's efforts in addressing the traffic and safety concerns, acknowledging the work and studies being done. She emphasized that their main goal was not to push for a light if it's not necessary, but to explore viable options for improving safety. She indicated they became involved because they noticed a lack of communication, which led to delays in addressing the issue, particularly with school already in session. She mentioned the importance of timely updates, especially regarding safe walking routes, and the possibility of changing routes mid-year if needed. Ms. Taylor also highlighted that, through paying closer attention to the traffic patterns, she noticed many drivers seemed unaware of the dangers. She clarified that her involvement was not about placing blame on any party, but rather about working together as a community to find the right solution. She

also shared her frustration with how a local news interview was edited, taking out of context her statement about losing sleep, which she felt was misleading.

Mayor Palmer and Councilmember Hodges were nominated to sit on the committee to further address this concern with staff and interested citizens.

8.2. Discussion Regarding 13800 South Roadway Improvements – Bryce Terry, P.E., City Engineer

City Engineer Bryce Terry provided an update on the 13800 South roadway improvements, particularly around Mountain Ridge High School and surrounding areas. He explained that the project was divided across multiple jurisdictions: parts of the road are in Herriman, Riverton, and Bluffdale. The section west of Mountain View Corridor, including a new connection to the road, was completed before the school year started to accommodate school traffic, with curb, gutter, sidewalk, and road widening improvements. The section to the east of the canal, which included a new asphalt trail and a raised crosswalk for safety, was finished by the end of September. However, concerns from neighboring communities about the increased traffic and speed led to a delay in opening the road fully. Though the Herriman portion was complete, barriers were placed to prevent traffic from moving east or west across the canal. The neighboring communities requested additional upgrades to address safety concerns before the road could be opened. These upgrades included addressing traffic flow and speed, with public meetings being held to discuss the changes. Engineer Terry confirmed that the goal was to remove the barriers and open the road completely by Monday, October 28th. A letter was sent to residents notifying them of the anticipated opening.

9. Consent Agenda

9.1. Approval of the September 25, 2024 City Council meeting minutes

9.2. Review and Approval of the September 2024 Financial Summary

Councilmember Ohrn moved to approve the consent agenda as written. Councilmember Shields seconded the motion.

The vote was recorded as follows:

Councilmember Jared Henderson	*Yes*
Councilmember Teddy Hodges	*Yes*
Councilmember Sherrie Ohrn	*Yes*
Councilmember Steven Shields	*Yes*
Mayor Lorin Palmer	*Yes*

The motion passed unanimously.

10. Discussion and Action Items

10.1. Discussion regarding concerns with the design of Mountain View Corridor ramp locations – Blake Thomas, Community Development

Community Development Director Blake Thomas discussed concerns regarding the design of the Mountain View Corridor ramp locations. The original design from UDOT, dating back to 2010-2012, proposed the southbound ramp for the corridor to be located just north of Juniper Crest/Real Vista Drive. However, due to the developments in the area, such as the community college, RSL Training Academy, and future commercial centers, the current design creates logistical issues. Traffic from the ramp would either need to travel south on the frontage road or miss the ramp entirely, forcing drivers to use city streets, including Academy Parkway, which is narrow and would require expensive widening to handle the increased traffic.

Director Thomas noted staff has worked with UDOT to move the ramp further north to improve traffic flow, but UDOT's analysis has rejected the request. The cost of moving the ramp is between $5-6 million, which is a fraction of the cost it would take for the City to widen Academy Parkway and address traffic flow issues. Director Thomas asked the City Council to reach out to their legislative representatives and business partners to advocate moving the ramp to its originally planned location, thus saving taxpayers money and improving infrastructure.

The Council expressed concern over the potential costs and inefficiencies of the current design. They agreed that they should advocate for the ramp to be moved, and Mayor Palmer suggested sending a letter to the legislature and making phone calls. The Council also emphasized the importance of explaining the financial impact of the current design and the potential savings of moving the ramp.

11. Future Meetings

11.1. Next Planning Meeting: November 6, 2024

11.2. Next City Council Meeting: November 13, 2024

12. Events

12.1. Election Day: November 5, 2024

12.2. Senior Social: November 7, 2024; Herriman City Hall 11:00 a.m.

13. Closed Session

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

There was no closed session.

14. Adjournment

Councilmember Shields moved to adjourn the City Council meeting at 8:59 p.m. Councilmember Ohrn seconded the motion, and all voted aye.

15. 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 October 23, 2024. This document constitutes the official minutes for the Herriman City Council Meeting.

Jackie Nostrom, MMC
City Recorder

HERRIMAN CITY

STAFF REPORT

DATE: **November 25, 2024**

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Consideration of Master Development Agreement (MDA) for The Commons at Herriman Towne Center Mixed-Use Project located at approximately 4900 West 13400 South.

RECOMMENDATION:

Staff recommends that the City Council approve the Master Development Agreement

ISSUE BEFORE COUNCIL:

Should the City Council approve a Master Development Agreement for The Commons at Herriman Towne Center?

BACKGROUND/SUMMARY:

The Herriman Towne Center master planned development was approved by the Herriman City Council in 2009. A variety of uses were included in the approximately 377-acre master plan, including housing, commercial, and civic uses. A major component of the master plan was a "commercial site plan" located at the southeast corner of the project boundary, near 13400 South and Mountain View Corridor. The commercial site plan anticipated "multiple buildings that are not intended to be on individual subdivision lots and include apartments, shopping centers or similar building developments."

The proposed MDA will provide development requirements and guidelines for 35.105 acres, located at the southwest corner of Herriman Towne Center. The proposal is to develop a mixed-use development with no more than 300 residential apartment units and approximately 300,000 sq. feet of commercial floor space including a 120,000-150,000 big-box retail store, 40,000 sq. feet of restaurant space, and 37,000 sq. feet of smaller retail space. The request differs slightly from the one heard by the Planning Commission. At that time the request was for 275 units not 300.

DISCUSSION:

The Commons at Herriman Towne Center project will provide much-needed restaurant and retail development to the Herriman Towne Center. The site has been master planned for the proposed

uses. The MDA identifies the project design guidelines that direct the architecture, allowed materials, and layout of the site improvements associated with the project.

Phasing:
The project is divided into three (3) zones as follows: Zone 1-Residential, Zone 2-Retail/Restaurant Commercial, and Zone 3-Big-Box Retail Commercial. Each zone is discussed in further detail below:

Zone 1: Covers 6.64 acres and may have no more than 300 residential units. 10% of the units will be required to qualify as moderate-income housing as defined in Utah State Code. The site plan for the residential development will be provided later and will be required to obtain approval from the Planning Commission.

Zone 2: Covers approximately 15.69 acres which is anticipated to include approximately 87,000 sq feet of commercial space for uses identified in the MDA.

Zone 3: Covers approximately 12.77 acres and is anticipated to include a big-box retailer with between 120,000 and 150,000 sq feet of retail floor space.

The overall site plan with the zones discussed above is provided in Figure 1.

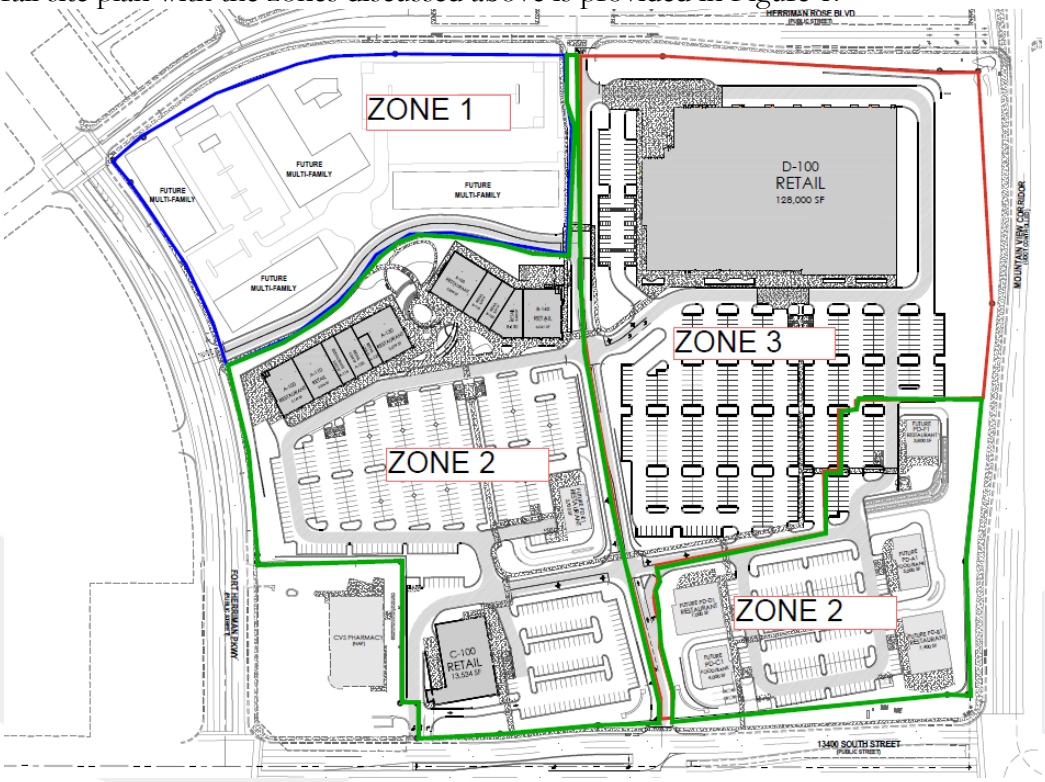


Figure 1. The Commons at Herriman Towne Center Site Plan

Access and site circulation:
The site can be accessed from 13400 South, Fort Herriman Parkway, and 13200 South. No direct access to the site is provided from Mountain View Corridor. A secondary access from 13400 South is shared with the existing CVS. The main access from 13400 South will be improved to include a

traffic signal and right-hand turn pocket. Additionally, an island will be installed to restrict left hand turns from the minor roads on the north and south of 13400 South onto 13400 South, thus making the minor roads have ¾ access (right-in/right-out/left-in).

A private roadway runs north-south through the development from 13200 South to 13400 South. Two stop-sign controlled intersections will help regulate traffic circulating through the site and provide gaps for turning movements. Turning radii have been analyzed to verify truck traffic can maneuver through the site as deemed necessary.

All businesses can be accessed from the public right-of-way and one to another via sidewalks and all walkways comply with ADA requirements. The residential area is anticipated to construct a raised walkway across Common Vista Way that will provide direct access into the commercial center from the residential zone.

Design Guidelines:
The project design guidelines will help to ensure consistency across the project with attention to high-quality site planning, architecture, and landscaping. Sample building elevations are provided in Attachment B for reference.

The plaza area will include site furniture and amenities to promote its use as a gathering area for the general public.

Landscaping:
An overall landscaping plan has been provided as Attachment C. It is proposed that final approval of the landscaping improvements and irrigation be provided by city staff so long as the plan adheres to the plan provided.

Signs and lighting:
A proposed sign plan for the site has been provided and is included as Attachment D. A site photometric plan is included as Attachment E.

Parking:
The applicant has noted that some areas do not meet the parking requirements of the City, while other areas exceed the parking requirements. A parking study will be completed and it is anticipated that it will recommend shared parking agreements across the site to ensure adequate parking is provided.

ALTERNATIVES:
The City Council has several options available when considering this project, as follows:

Alternative	Pros	Cons
1. Approve the MDA as proposed **[Recommended]**	Allows development to proceed with no further action by the City Council.	None identified.
2. Approve the MDA with conditions	Allows development to proceed with conditions that have not yet been identified by staff or the Planning Commission.	None Identified
3. Continue the item to a future date	Allows for additional information to be provided if there is something that was submitted the City Council believes is incomplete or incorrect.	Delays the project from moving forward.
4. Deny approval of the application	None Identified	Significantly delays the development of the property and could result in litigation.

FISCAL IMPACT:
There has not been a specific fiscal impact analysis of this project. The anticipated retail uses and development of the property will generate both property tax and sales tax revenues for the city.

ATTACHMENTS:
A. Master Development Agreement
B. Architectural Elevations
C. Landscape Plans
D. Sign Plan

After recording, please send to:

Herriman City

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

Affected Parcel No(s): **Parcel 2:** 26-36-400-006, 26-36-400-008, 26-36-400-010, 26-36-400-018; **Parcel 1:** 26-36-476-006, 26-36-476-007, 26-36-476-008, 27-31-300-013, 27-31-300-014

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") between Herriman City, a Utah municipal corporation ("City") and Elevated Acquisitions, LLC, an Idaho limited liability company ("Applicant") is dated as of _____, 2024

RECITALS

WHEREAS, the Applicant has rights to certain real property comprised of approximately 35.11 acres, and identified as Salt Lake County Assessor Parcel Numbers: **Parcel 2:** 26-36-400-006, 26-36-400-008, 26-36-400-010, 26-36-400-018; **Parcel 1:** 26-36-476-006, 26-36-476-007, 26-36-476-008, 27-31-300-013, 27-31-300-014, which are specifically described in the attached **Exhibit A** ("Property" or "Project"); and

WHEREAS, the Property is subject to the planning and land use ordinances of the City and is approximately located at 4850 West 13400 South, Herriman, Utah 84096; and

WHEREAS, the Property was included in that certain Master Development Agreement For The Herriman Towne Center Master Planned Community dated November 2009 ("The HTC Agreement"), and this Agreement is intended to supersede the HTC Agreement as it relates to the geographical boundaries of the Property; and

the Applicant desires to develop (or cause to be developed) and use the Property by the concept plan shown in **Exhibit B** ("Concept Plan") such that the Property, when completed, shall be comprised of up to (i) 300,000 square feet of the uses set forth in Subsection 5 (D) below, and (ii) up to 300 multi-family residential units; and Choose an item.

WHEREAS, the Applicant has requested a development agreement concurrently with its request for general plan amendment; and

WHEREAS, the Herriman City Council ("City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the City's adopted ordinances ("City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development the Property pursuant to the terms contained herein and the underlying rezone regulations; and

WHEREAS, this Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution No. 2024-_____, a copy of which is attached as **Exhibit D**; and

WHEREAS, the City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Applicant relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the general plan amendment request for the Property.

NOW, THEREFORE, the parties agree as follows:

TERMS

1. **Recitals; Definitions**. The recitals set forth above are true and correct and are hereby incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code or the HTC Agreement, as applicable.

2. **Enforceability; HTC Agreement**.

A. The City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, amends the general plan of the Property.

B. The parties acknowledge that the HTC Agreement was never executed by the parties thereto and, notwithstanding that omission, those parties performed pursuant to the terms thereof as if the same were fully executed and delivered. Accordingly, while the terms and conditions of this Agreement shall govern the relationship, rights and obligations of the parties hereto, in the event that Applicant is desirous of relying upon any element of the HTC Agreement, the same shall be treated as though fully executed for the purposes thereof.

C. The Property includes parcels also covered, or anticipated to be covered, by the HTC Agreement. Applicant and the City agree that all provisions in the HTC Agreement that are pertinent to the use, density, configuration and development of the Property have been incorporated into this Agreement, and the use and development of the Property shall be governed by the terms of this Agreement without regard to the terms, existence, or continuation of the HTC Agreement. Additional terms necessary to coordinate the provisions of this Agreement and the HTC Agreement may be included in a separate written and recorded agreement among Applicant and the parties to the HTC Agreement. Further, Applicant and the City agree that the terms of the HTC Agreement shall be binding on and enforced solely against the parties thereto and any default under the HTC Agreement shall not constitute a default under this Agreement or be enforceable against Applicant. Applicant and the City also agree that this Agreement shall have no effect on any parcels of real property covered by the HTC Agreement other than the portion of the Property that is acquired by Applicant.

3. **Effective Date**. This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line ("Effective Date").

4. **Conflicting Terms**. The Property shall be used and developed in accordance with the requirements and benefits of this Agreement and the Zone as of the Effective Date. If there is a discrepancy between the requirements of City Code, including the Zone, the order of control shall be this Agreement, then the Design Standards, then the Concept Plan, the HTC Agreement and then City Code.

5. **Applicant Obligations**.

A. <u>Concept Plan</u>.

i. The Applicant shall develop and use the Property in accordance with the Concept Plan. The Concept Plan has a portion of property intended to be used for residential living ("Residential Portion"), with the remaining property being used for commercial/retail ("Commercial Portion"). On the Concept Plan, the Property is divided into 3 distinct Zones numbered 1-3, inclusive, and shall be referred herein in the manner aforesaid.

ii. The Residential Portion, identified as Zone 1, covers approximately 6.64 acres of the Property and shall initially have no more than 300 units, of which no less than 10% of the same must qualify as moderate-income housing. "Moderate income housing unit" shall have the same meaning prescribed to it as Utah Code § 35A-8-2201(3).

iii. The Commercial Portion is planned to be inclusive of Zones 2 and 3 and covers approximately 28.11 acres of the Property and shall be comprised of one or more commercial buildings. It is presently planned that (1) Zone 2, covering approximately 15.69 acres, will initially be developed to contain one or more commercial buildings, and (2) Zone 3, covering approximately 12.77 acres, will contain one or more commercial buildings and, specifically, the parties intend that one of such buildings shall be constructed and owned by a so-called "big box" retailer (the "Box Operator"), which building will occupy between 120,000 – 150,000 square feet. The parties acknowledge that, while Applicant is engaged in protracted discussions to procure the Box Operator, Box Operator is not a party to this agreement, is not under the control of Applicant and Applicant cannot be held responsible for the procurement of Box Operator and the failure of such party to acquire Zone 3 or to construct or operate thereupon shall not be deemed a failure on the part of Applicant nor deprive Applicant of any of the benefits hereunder.

B. Development and Design Standards. The Applicant shall adhere to the design standards shown in Exhibit E ("Design Standards"). The Design Standards will be of controlling application to the project and in the event of any conflict between Laws (as hereinafter defined), including but not limited to the Code or the Zone and the Design Standards, the Design Standards shall prevail.

C. Phasing and Construction.

i. The Residential Portion and the Commercial Portion may be constructed in separate phases.

ii. To ensure the Commercial Portion is timely completed, the City shall not issue certificates of occupancy for more than 60% of the residential units until the shell construction of the so-called inline buildings located in Zone 2 is substantially completed.

iii. Within three (3) years of the Effective Date, the Applicant shall request and receive a building permit for the building shells of the inline buildings for the retail located in Zone 2. If the Applicant has not received a building permit, incentive payments from the City may be withheld until the permit is issued; provided, however, that if Applicant has met City's ordinary criteria for issuance and Applicant's permit has nevertheless failed to issue, such incentive payments shall either commence, continue or resume, as the case may be.

D. Uses.

i. The Commercial Portion shall be restricted to the following uses, and any natural evolution of the same:

Bank or Financial Institution
Bar Establishment
Brewpub
Business Services
Hotel
Off-Premise Beer Retailer

On-Premise Beer Retailer
Office, Professional
Personal Care Service
Personal Instruction Service
Reception Center
Recreation and Entertainment, Indoor
Restaurant – Fast Food
Restaurant - General
Retail, General
Apparel alteration and shoe repair
Apparel and accessories retail and rental (apparel, accessories, tailoring, fur, shoes)
Artists and related services
Auto parts retail
Auto showroom and/or store (e.g., Tesla or Rivian)
Auto glass repair and retail
Bakeries (including donut shops, delicatessens)
Banking services (banks, credit unions, etc.)
Beauty and barber services
Bed and breakfast
Books, stationery, art/hobby supplies retail
Bus passenger terminal
Business, professional and finance consulting station)
Car wash, automatic as part of a gasoline service station
Commercial and corporate offices
Construction services
Convenience store with gasoline service (max. 2 within 1,000 ft.)
Convenience store without gasoline service
Counseling services
Credit reporting services (adjustment and collections)
Day care centers/preschool
Data processing services
Department store and general merchandise retail (including shopping centers)
Drinking places (bars, taverns, night clubs)
Drive-through windows
Drive-through windows for food services
Drug stores and pharmacies retail
Duplicating, mailing, and other office services
Educational services (primary, secondary, colleges, special training)
Electrical appliance repair and services
Electrical supplies (except appliances) retail
Electrical, gas, and water utility
Employment services
Engineering, architectural, and planning services
Fairgrounds, amusement parks, and sports assembly (arenas, race tracks, stadiums)
Farm and garden supply retail
Florists retail
Gasoline service stations (max. 2 within 1,000 ft.)
Gifts retail
Grocery stores retail

Hardware and supplies retail/home improvement
Heating and plumbing equipment retail
Historic and monument sites
Holding and investment services
Home furnishings and household appliances retail (furniture manufacturing prohibited)
Home improvement retail
Hospitals (Clinics under 10,000 square feet)
Hotel
Insurance carriers, agents, brokers, and services
Interior decorators office with limited retail
Jewelry retail
Landscaping services
Laundering, dry cleaning, and dyeing services
Legal services
Mail and phone order houses
Medical clinics
Microfilming services
Motor vehicle services (taxi, auto rental, ambulance, parcel pickup and delivery)
Natural activities (planetariums, aquariums, botanical gardens, zoos, etc.)
News syndicate services
Nurseries (plants)
Office equipment, furniture, machines and supplies retail
Outlets, factory and direct sales, wholesale
Paint, glass, and wallpaper retail
Pets and supplies retail
Photographic supplies retail
Photography, portrait and commercial
Physicians, dental, and other professional medical offices
Playgrounds and other recreational grounds
Political, civic and veterans organizations
Printing and publishing services
Professional/medical offices
Recreation or fitness center/health club
Research and development services
Restaurants, drive-in or fast food
Restaurants, sit down
Sign graphics and production
Sports activities, private
Storage and warehousing (as a freestanding use)
Swimming pools, commercial
Telephone and radio communication office (billing and repair)
Theaters (motion picture)
Theaters (traditional - plays)
Outpatient treatment centers
Veterinary and animal hospital services
Wedding reception center

ii. The Residential Portion shall initially be restricted to the following uses:
Dwelling, Multiple Family

Dwelling Group

Notwithstanding the foregoing, the Residential Portion may, following the initial development thereof, be utilized for one or more hotels or similar hospitality uses.

E. Landscaping.

i. The Applicant shall be required to install landscaping in substantial accordance with the submitted landscaping plan ("Landscaping Plan"), attached as Exhibit F. For the avoidance of doubt, in the event of any variance between the Landscaping Plan and the landscaping required by Laws, the Landscaping Plan shall prevail.

ii. Prior to the issuance by the City of a certificate of occupancy for any residential unit, the landscaping from face of the Building containing such unit perpendicular to the abutting public street or private street edge of pavement shall be substantially complete or shall be scheduled to be substantially completed within 30 days following the date that Applicant desires issuance thereof. For the avoidance of doubt, this shall not require the completion of so-called common area landscaping such as (but not limited to) landscaping within the parking areas and on the perimeters of the project.

iii. Landscaping on the commercial portions of the Property shall be substantially complete before the City issues a certificate of occupancy for the occupancy of any commercial tenant (as opposed to a base building certificate of occupancy). The requisite landscaping required to achieve substantial completion shall be for such that the landscaping from the face of a given Building containing such unit perpendicular to the abutting public street or private street edge of pavement shall be substantially complete or shall be scheduled to be substantially completed within 30 days following the date that Applicant desires issuance thereof. For the avoidance of doubt, the parking lots and areas comprising the perimeters of the Project shall not be required to be substantially completed in order to receive a certificate of occupancy.

iv. Landscaping, including landscaping abutting a public road or right of way, shall be maintained in perpetuity by the Applicant, or a property management company. However, and for the avoidance of doubt, landscaping located within any center medians outside of the Applicant's property line shall be maintained by the City.

F. Parking. Parking for the Project shall be as set forth in the Design Standards and any conflict with Laws shall be resolve in favor of such Design Standards.

G. Signage. Signage for the Project shall be as set forth in the Design Standards any conflict with Laws shall be resolved in favor of such Design Standards. Further, the relocation of the existing Herriman City digital sign located near the southeast of the Property along with any attendant or required electrical boxes shall be the responsibility of the City.

H. Additional Agreements:

i. Tax Increment Financing. The Project is located within a "Project Area" of the Community Development and Renewal Agency of Herriman, a separate legal entity. The parties will enter into a separate written agreement for the development of land may be entered into between Applicant and the Community Development and Renewal Agency of Herriman, which will provide some reimbursement to Applicant from available tax increments.

ii. Impact Fee Agreement. The parties will enter into a separate agreement for the waiver of impact fees for the development and construction of the Project.

iii. Sales Tax Agreement. The parties will enter into an agreement that will cause certain tax revenues generated by the Project to be returned to Applicant in consideration of the public benefit derived from both the construction and the revenues generated by the Project.

I. Compliance with City Code Zone. The Property will comply with the Zone, except where requirements are modified by this Agreement.

6. **Minor Changes**. The Community Development Director, after conferring with the City Manager, may approve minor modifications to the Applicant Obligations in this Agreement which are necessary or advantageous in facilitating more desirable function and aesthetics of the Property.

7. **City Obligations**. The City shall review development applications with respect to the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations. Notwithstanding the foregoing, the city is aware that Applicant has various timing exigencies that will be impacted by any delays in the permitting and approval of the Project. Accordingly, the City will evaluate all development, demolition and/or construction permit applications for the Project based on consistency with this Agreement, the Concept Plan and in the interest of advancing the Project as expeditiously as possible. To the extent permitted by law, the City shall expedite and give priority status to the processing of City land use approvals, permit applications, construction drawings, plans and specifications, and similar or related submissions by the Applicant associated with the Project. The City agrees that Applicant may apply for building permits on a fast-track basis and be issued separate grading, excavation, footings and foundation, general shell building and tenant finish permits for the Project. If a temporary backlog in the processing of applications within the City occurs and Developer offers to pay to the City to have the cost of providing one or more qualified outside development application, construction application, subdivision and/or building permit reviewers on a temporary basis, the City may select at its sole discretion and retain the services of qualified outside development application, construction application, subdivision and/or building permit reviewers as may be necessary to process subdivision and permit applications for development in the Property. The reviewer or reviewers operate under the direction and supervision of the City; however, said reviewer or reviewers shall be dedicated exclusively to review the development applications, construction applications, subdivision and/or building permit applications for development in the Property, and Applicant shall receive a credit against review and permit application fees otherwise payable for development activity reviewed by the dedicated reviewer or reviewers. In the event the City determines to utilize such outsourcing, the Applicant will deposit in advance with the City the City's estimated cost differential between outsourcing and routine in-house review of the application, and upon completion of the outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the City to obtain outside or overtime review of any submitted plats, drawings and supporting materials. For the avoidance of doubt, the recommendation of approval of this Agreement by the Planning Commission and subsequent approval thereof by the City Council shall be dispositive of the matters set forth herein (including, but not limited to, site plan approval) and all approvals subsequent to the same shall be performed administratively by City staff without a noticed public hearing, recommendation by the Planning Commission or action by the City Council.

8. **Mortgage Protection**. This Agreement shall be superior to any lien placed now or hereafter upon the Property, or any portion thereof, including the lien of any mortgage. Notwithstanding, the foregoing, no breach of this Agreement shall defeat, render invalid, dimmish, or impair the lien of any such mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. Applicant may finance the Property and may execute one or more mortgages, deeds of trust or other security arrangements with respect to the Property

and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein shall be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements

9. **Vested Rights; Impact Fees; Permit and Application fees; and Reserved Legislative Powers**.

A. Vested Rights. Consistent with the terms and conditions of this Agreement, the City agrees Applicant has the vested right to develop and construct the Property during the term of this Agreement in accordance with: (i) the Zone designation; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.

B. Vesting; Impact Fees; Permit and Application Fees.

i. **General Vesting.** The Project shall continue to be vested to the federal, state and local laws, regulations and resolutions existing on the Effective Date ("Vested Laws"), including, but not limited to, the General Plan (and any master plans or sub-plans), Zoning Laws, Development Regulations, Building Codes and Regulations, Design Guidelines, and provisions of the Herriman City Code and Land Development Code applicable to the Project (collectively, "Laws"); provided, however, that to the extent any portion of the Project may be "grandfathered" or vested as a non-conforming use under any prior governmental Laws, this provision shall not be deemed to inhibit or prevent the Applicant from taking advantage thereof.

ii. **Review, Permitting and Application Fees**. Applicant shall be vested as to the fee requirements (and requisite amounts therefor) that exist as of the Effective Date, without regards to any increase thereof nor any enactment of any new requirements, fees or processes.

iii. **Impact Fees.** The Applicant's current development plan shall not be subject to any impact fees, other contributions of land, or cash in lieu thereof, whether or not provided by statute or ordinance, the waiver of which shall be set forth in greater detail in that certain Impact Fee Agreement by and between the parties and dated _____, 202_.

iv. **Amendments**. During the vested period, should any of the Vested Laws be amended, modified or changed, the Applicant, at its sole discretion, may elect,

but shall not be required, to have a permit or approval for the Project considered under all of such amended Vested Laws in effect on the date of application for the permit or approval; provided, however, that in the event of amendments, changes or modifications to City ordinances, regulations, resolutions or policies, , the Applicant may elect to have such amended City ordinances, regulations, resolutions or policies apply to the permit or approval without adversely impacting its rights under other Vested Laws.

v. **Reserved Legislative Powers**. The Applicant acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding, the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Salt Lake County; and, unless in good faith City declares an emergency, Applicant shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. The regulations, Codes, policies and plans governing the permitted uses, densities, intensities, configuration, design, concept, and standards of the Project hereby vested shall be the terms and conditions of this Agreement and the Laws in effect on the Effective Date.

10. **Default**.

A. Events of Default. Subject to any extensions of time by mutual written consent of the parties, and subject any force majeure events, any failure by either party to perform any material terms or provision of this Agreement (including any failure to comply in good faith with the terms of this Agreement) shall constitute an event of default ("Event of Default"): (a) if such defaulting party does not cure such failure within ninety (90) days after receiving written notice of default from the other party, where such failure is of a nature that can be cured within such ninety (90) day period; or (b) if such failure is not of a nature that can be cured within such ninety (90) day period, the defaulting party does not within such ninety (90) day period commence substantial efforts to cure such failure, or thereafter does not prosecute to completion with diligence and continuity the curing of such failure.

B. Remedies. If an Event of Default occurs, the nondefaulting party may not exercise any rights or remedies unless and until it has first requested in writing that the parties schedule a meeting to occur before a neutral mediator to attempt to mediate and resolve the dispute. Within ten (10) days after expiration of the ninety (90) day cure period, the nondefaulting party shall submit: (a) a list of three neutral mediators, each of whom must have land use experience and familiar with development agreements; (b) and dates the mediators are available at the time it requests the meeting. Within ten (10) days of receiving such list, the defaulting party shall select one neutral mediator from the list provided. If the dispute is not resolved within ninety (90) days after the nondefaulting party has requested a meeting, and the nondefaulting party has provided at least three (3) available business days for such a meeting at which its own representative and the neutral mediator are available at a location within Salt Lake County, regardless of whether the parties have actually met to mediate the dispute, the nondefaulting party shall have the right to (a) bring any proceeding in the nature of specific

performance, injunctive relief, declaratory relief or mandamus, and/or (b) bring any action at law or in equity to compensate the nondefaulting party for all the detriment proximately caused by the defaulting party's Event of Default; provided, however, that the parties' sole remedy shall be specific performance and shall not have the right to recover monetary damages (compensatory, consequential or punitive) against the other party, other than attorneys' fees. In addition, following the aforementioned dispute resolution protocol, the non-defaulting party shall have the right to terminate this Agreement, but any such termination shall not affect such party's right to seek any remedy permitted by this Agreement on account of the Event of Default for which this Agreement has been terminated.

11. **Term**. This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of fifteen (15) years from its date of recordation in the official records of the Salt Lake County Recorder's Office. If this Agreement is terminated in accordance with Subsection 10(B) hereinabove, the City will evaluate all subsequent development, demolition and/or construction permit applications for the Project based on consistency with this Agreement, the Concept Plan and the Design Standards.

12. **General Provisions**.

A. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

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

If to Applicant:
Elevated Acquisitions, LLC.
Attn: Sean Harty
205 Pier Ave #202
Hermosa Beach, CA 90254
Copy Sent to: Steve Brozo
steve@elevatedpropertyco.com

B. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

C. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision in this Agreement.

E. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Applicant represents and warrants that it is fully formed and validly existing under the laws of the State of Utah and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing.

F. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

G. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement may be approved and executed by the City Manager without a noticed public hearing, recommendation by the Planning Commission or action by the City Council and shall be recorded in the official records of the Salt Lake County Recorder's Office.

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

I. Governing Law. 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.

J. Remedies. If either party breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available both at law and in equity.

K. Attorney's Fees and Costs. 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.

L. 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. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

M. No Third Party Rights. The obligations of Applicant and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein. Notwithstanding the foregoing, the parties acknowledge that certain of the obligations hereunder are intended by Applicant to be performed by third parties (e.g., a residential developer for Zone 1) and such parties shall be entitled to the same benefits and rights as Applicant hereunder. Furthermore, in the event that any such party fulfills an Applicant obligation, the same shall be treated as though Applicant fulfilled the same for the purposes of achieving any milestone

or other benefit hereunder.

N. Assignment. Applicant shall be entitled to transfer any portion of the Property subject to the terms of this Agreement upon written notice to the City. Applicant also shall be entitled to transfer Applicant's entire remaining interest in the Property subject to the terms of this Agreement with the approval of the City, such approval not to be unreasonably withheld. No such approval shall be required in connection with a transfer to an affiliate of Applicant, which controls, is controlled by or is under common control with Applicant or after Applicant has substantially completed development of the Property. In connection with a request for approval, Applicant shall provide information to the City relating to the financial, development, and construction qualifications of the proposed transferee. In the event of any such complete transfer of Applicant's interests in the Property, the transferee shall be deemed to be Applicant for all purposes under this Agreement with respect to that portion of the Property transferred. This Agreement shall not restrict a change in the ownership or control of Applicant. In the event of a transfer of all of the remaining portion of the Property, Applicant shall obtain an assumption by the transferee of the Applicant's obligations under this Agreement, and, in such an event, the transferee shall be fully substituted as Applicant under this Agreement and the Applicant executing this Agreement shall be released from any further obligations with respect to this Development Agreement. In the event any portion of the Property is transferred to an unrelated third party, Developer shall implement the design and landscape guidelines through a Developer controlled review process.

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

P. Force Majeure. A party will not be liable for delay in performing or for failing to perform if and to the extent such delay or failure results from fire, labor dispute, strike, war, insurrection, terrorist action, pandemic or epidemic, government restriction, act of God, or other force majeure. But a party whose delay in performing or failure to perform results from force majeure must use its best efforts to resume performance as promptly as possible.

Q. No Public or Offsite Improvements. Applicant shall not, as a condition of this Agreement or to any approvals, permits or otherwise to be procured pursuant hereto or otherwise related to the Project, be required to construct, enhance, improve, perform or build (nor pay for the same) any offsite physical improvements or infrastructure such as, but not limited to, roads, sewer lines, sewage treatment plants, gutters, curbs, sidewalks, fire hydrants or street lights, except such offsite improvements as specifically identified as follows: i) Perform (but not maintain, repair or replace) the required improvements identified in the project traffic impact study which are presently identified as a.) one (1) westbound deceleration lane into the Project at the intersection of 13400 South and Dragonfly Lane; b.) a traffic signal to service the eastbound and westbound through and left turn movements at the intersection of 13400 S and Dragonfly Lane, ii) landscape (but not maintain, repair or replace) medians on Herriman Rose Blvd, iii) seven (7) arterial lights fronting 13400 South in conformance with Herriman City standards. Nor shall it be required to provide land dedicated for public purposes except for those improvements previously identified.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGE FOLLOWS]

as to form:

Signature: _____ _____

By: _____ Legal Department/Office

Its: _____

Date: _____

State of _____)
§
County of _____)

On this ____ day of _____, 20____, before me personally came _____ _____ (*name of document signer*), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who duly sworn/affirmed to me that he/she is the Mayor of _____ (*city*) and said he/she has the authority of said city to sign this instrument and said city executed the same.

_____
Notary Public

(*seal*)

APPLICANT:

ELEVATED ACQUISITIONS, LLC, AN IDAHO LIMITED LIABILITY COMPANY

Signature: _____

By: _____

Its: _____

Date: _____

Personal Acknowledgment

State of _____)
§
County of _____)

On this ____ day of _____, 20____, before me personally came _____ _____ (*name of document signer*), whose identity is personally known to me (or proven on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same.

_____
Notary Public

(*seal*)

Corporate/Trust/Entity Acknowledgement

State of _____)
§
County of _____)

On this ____ day of _____, 20____, before me personally came _____ _____ (*name of document signer*), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who duly sworn/affirmed to me that he/she is the _____ (*title of office*) of _____ (*name of corporation/trust/entity*) and said he/she has the authority of said corporation/trust/entity to sign this instrument and said corporation/trust/entity executed the same.

_____
Notary Public

(*seal*)

EXHIBIT A

Property Description

Beginning at the intersection of west line of Mountain View Corridor and north line of 13400 South Street, said intersection being North 00°16'18" East 130.07 feet and West 3.88 feet from the Southeast Quarter of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running:

thence South 89°37'55" West 36.36 feet along said north line;
thence South 85°00'49" West 625.23 feet along said north line;
thence South 84°57'49" West 175.38 feet along said north line;
thence South 87°00'27" West 148.76 feet along said north line;
thence North 00°16'09" West 62.21 feet;
thence North 89°54'38" West 29.69 feet;
thence North 00°05'22" East 252.79 feet;
thence South 89°46'50" West 255.19 feet to a point on the east line of Fort Herriman Parkway;
thence North 00°06'40" West 12.73 feet along said east line;
thence Northerly 714.84 feet along the arc of a 1,097.00 feet radius curve to the left (center bears South 89°53'20" West and the chord bears North 18°46'44" West 702.26 feet with a central angle of 37°20'09") along said east line;
thence North 35°12'48" West 50.45 feet along said east line;
thence Northeasterly 15.52 feet along the arc of a 15.00 feet radius curve to the right (center bears North 83°17'45" East and the chord bears North 22°56'39" East 14.84 feet with a central angle of 59°17'47") along said east line to the south line of Herriman Rose Boulevard;
thence North 52°33'02" East 51.54 feet along said south line;
thence Easterly 481.71 feet along the arc of a 731.99 feet radius curve to the right (center bears South 37°26'58" East and the chord bears North 71°24'11" East 473.06 feet with a central angle of 37°42'18") along said south line;
thence South 89°44'03" East 477.26 feet along said south line;
thence South 87°15'29" East 494.97 feet along said south line;
thence South 89°51'09" East 73.81 feet along said south line to a point on said west line of said Mountain View Corridor;
thence South 03°26'28" East 427.87 feet along said west line;
thence South 05°57'10" West 462.98 feet along said west line;
thence South 01°01'28" East 237.39 feet along said west line to the point of beginning.

Contains 1,529,188 square feet or 35.105 acres

EXHIBIT B

CONCEPT PLAN

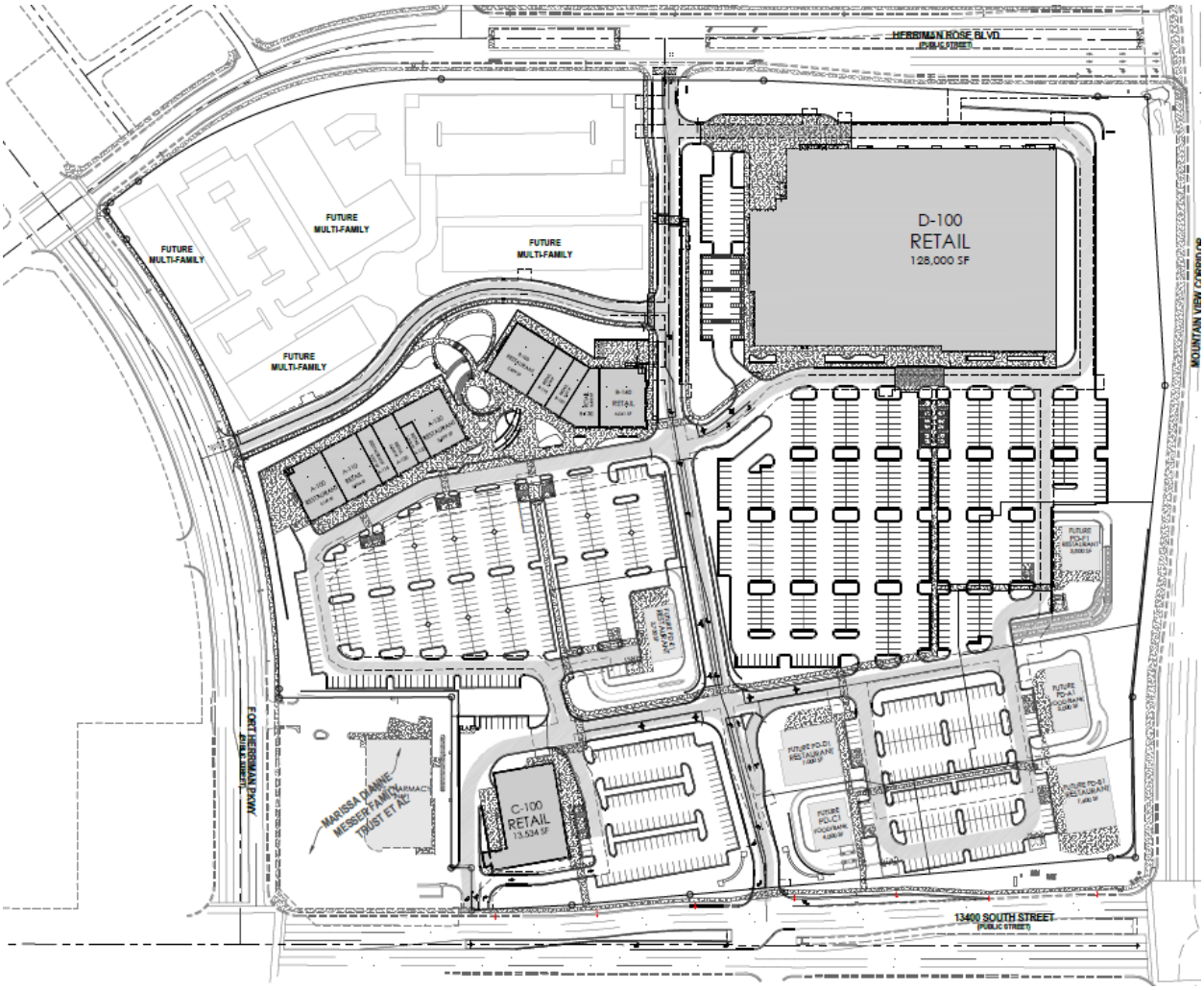


EXHIBIT B

CONCEPT PLAN WITH ZONES

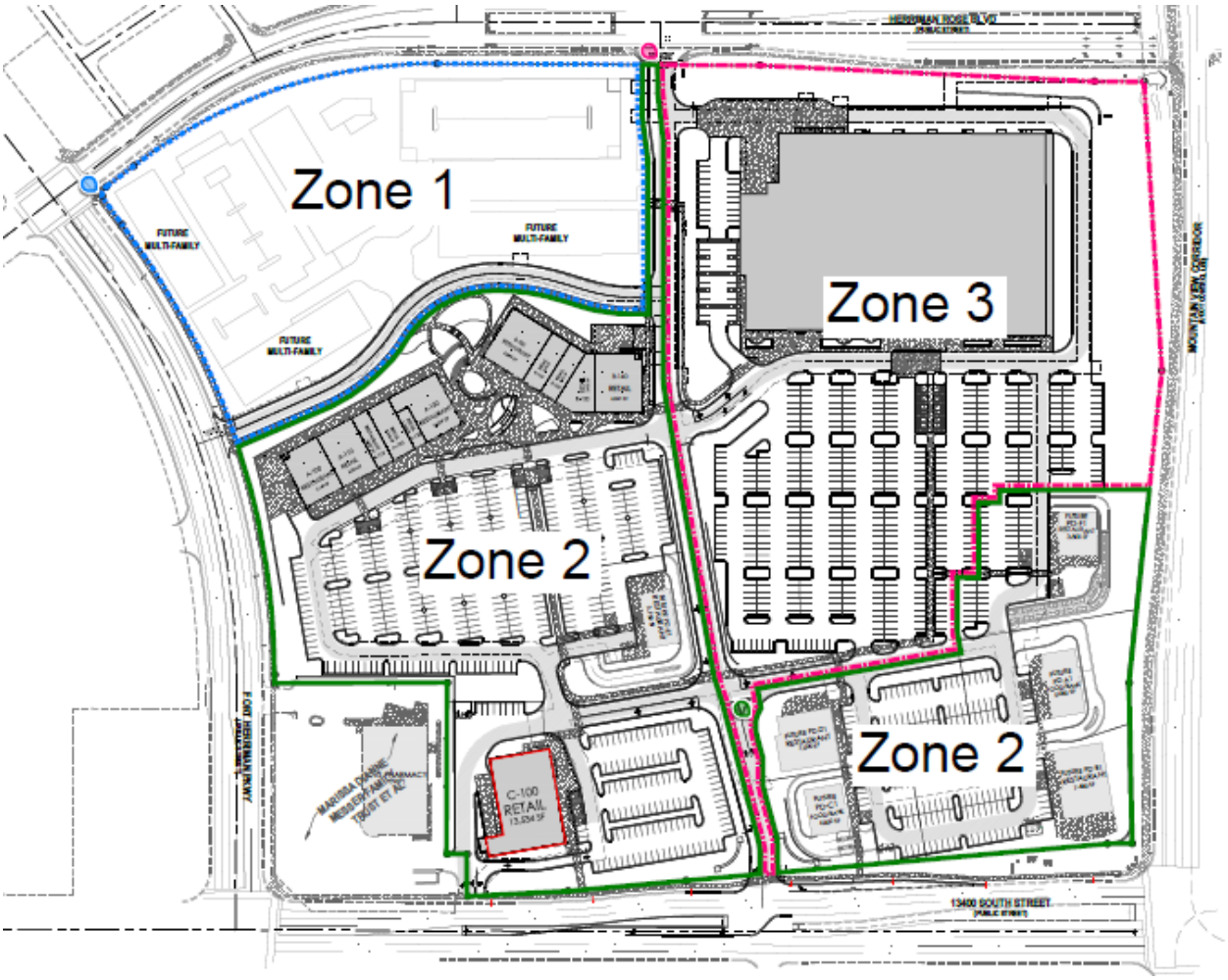


EXHIBIT C

Intentionally Deleted

EXHIBIT D

Enabling Resolution

EXHIBIT E

1. INTRODUCTION

1.1 Approval.

These Vested Design Standards (the "Design Standards") have been approved by City of Herriman and incorporated into that certain Development Agreement between City of Herriman and Elevated Acquisitions, LLC of even date herewith (the "Development Agreement")

1.2. Purpose.

These Design Standards are intended to ensure high quality site planning, architecture, engineering, and landscaping within the project area.

1.3. Defined Terms.

Unless otherwise defined elsewhere in these Design Standards, capitalized terms used in these Design Standards shall have the respective meanings set forth in this Section 1.3 or in the Development Agreement:

Applicant: An actual or prospective Owner or Applicant of any portion of the Property.

Application: An Application submitted to the City's planning department seeking approval or permitting in accordance with the requirements established by the Development Agreement, the Concept Plan and the Design Standards.

Book of Exhibits: The Book of Exhibits referenced and incorporated in the Concept Plan as a part of Exhibit B to the Development Agreement. [to be used if any additional exhibits are needed]

Building: A structure that has a roof and is enclosed on at least 50% of the area of its sides.

Code: The City of Herriman Code.

Development: All improvements on a site, including Buildings and other structures, parking and loading areas, landscaping, and improved open areas such as plazas and walkways.

Development Agreement: Defined in Section 1.1.

Project Development Plan: Plans for any Project meeting the requirements for Project Development Plan approval in accordance with the requirements established by the Development Agreement, including the Design Standards.

Owner: The owner of any legally divided fee interests in a parcel of the Property.

Parking Area: The area devoted to the standing, maneuvering and circulation of motor vehicles, other than driveways and areas devoted to loading.

Project: Any construction phase including at least one Building.

Project Site: The land described as the Property and covered by the Development Agreement.

DEVELOPMENT STANDARDS

2.1. **General Requirements.**

These Design Standards provide minimum standards for Development and have been finalized in a form that would be appropriate for application to all Property within the entire Project. These Design Standards shall supersede any inconsistent requirements of the Code.

2.1.1. Side Yard Corner: same as front yard.

2.1.2. Lot width: minimum lot width shall be twenty (20) feet.

2.1.3. Building Height: Maximum Building height shall vary as required to implement the Concept Plan, but Buildings shall not exceed the lesser of seven (7) stories or one hundred twenty (120) feet. Architectural, screening, signage and other Building elements extending above the roof of the highest occupiable floor shall not be considered in determining Building height

2.2. **Parcel Size and Coverage.**

There shall be no minimum parcel size or site coverage ratio applicable to any separate parcels that may be created within the Project Site. Compliance with dimensional standards shall be assessed on a Building by Building basis and compliance with landscaping, parking and other standards contained herein or in a Development Agreement shall be determined on an overall basis within the Project Site. A typical declaration of reciprocal easements and agreements shall be required at the time of the creation of the first subdivided parcel within the Project Site.

2.3. **Buffering.**

Landscape buffers shall be required only to the extent required by the terms of Landscaping Plan. Fences or walls may be permitted where required for practical reasons or where visual screening is desirable. A visually open look should be encouraged between compatible uses. Fences or walls shall be compatible in color, texture and design in relationship to building materials.

2.4. **Architectural Design and Materials.**

The treatment of Building mass, materials and exterior appurtenances shall create an aesthetically pleasing Building and site that is in general character with other Buildings within the Project Site as described and yet provides diversity or variation in specific design and architectural elements where appropriate or as required to meet specific tenant requirements. By way of illustration, Applicant has attached certain conceptual project renderings as Exhibit E-1, attached hereto. Additional requirements applicable to Buildings are stated below:

2.4.1. Buildings facing pedestrian pathways, may incorporate arcades, roofs, alcoves, porticos and awnings that protect pedestrians from the rain and sun.

2.4.2. Trash storage bins and similar areas shall be located and screened so as to minimize visibility from any adjacent street to the extent possible.

2.4.3. Retail Buildings within the Project shall have an entrance for pedestrians from adjacent streets or parking lots to the Building interior. This entrance shall be designed to be attractive and functional, be a distinctive and prominent element of the architectural design, and shall be open to the public during all business hours.

2.4.4. Buildings shall incorporate exterior lighting and changes in mass, surface or finish giving emphasis to the entrances.

2.4.5. Hardscape (paving materials) shall be utilized to designate "people" areas. Materials should include unit masonry, concrete unit pavers, natural colored concrete, stamped or scored colored concrete, stone, or combinations of the above.

2.4.6. All sides of Buildings exposed to public plazas within the Property, excluding required sidewalks, shall receive equal design consideration. Sides of buildings exposed to areas other than public plazas shall receive sufficient design consideration to create an aesthetically pleasing Building and site that is in general character with other Buildings within the Property.

2.4.7. All mechanical units or equipment located on the roof of a Building shall be screened, and the height of such screening shall be higher than the height of such equipment. Where practicable considering the topography of the site relative to adjacent roadways, mechanical units on roofs within the Property shall be screened so as to minimize visibility from public streets abutting the perimeter of the Property.

2.5. **Signage.**

Proper design and placement of signs and their lighting is critical and shall be compatible with structures and uses. Mixed-use projects shall have a sign program which promotes compatibility while permitting variations required to accommodate different types and sizes of uses. All signs shall meet the minimum standards of these Design Standards:

2.5.1. General Standards. These standards are intended to ensure the development and implementation of a signage program that:

2.5.1.1. Supports the desired image and aesthetic appeal for the portion of the Property that is the subject of the Application, including implementing tenant requirements with respect to such signage;

2.5.1.2. Allows adequate and effective communication;

2.5.1.3. Avoids creating nuisances to nearby properties;

2.5.1.4. Prevents signs from dominating the appearance of the portion of the Property that is the subject of the Application; and

2.5.1.5. Ensures that any Building signs shall be in proportion to the associated Building and designed to enhance architectural features of the Building.

Except for street-oriented monument and/or pylon signs approved and vested by these Design Standards, all signs shall be integrated with the architectural and landscape design of the applicable Building site and shall complement the overall design of the entire Project Site consistent with tenant requirements.

The provisions of this Section do not ensure or provide for every property or business owner's desired level of signage visibility. The sign standards are intended to allow signs to have adequate visibility from streets and rights-of-way that abut the Property or a Building site, but not necessarily to streets and rights-of-way farther away.

All conductors, transformers, ballast boxes and other equipment shall be concealed. All signs and their installation shall comply with all local building and electrical codes.

All signs must be reviewed and approved in accordance with the sign review process described in Subsection 2.5.2.

2.5.2. Sign Review Process.

2.5.2.1. Vested Signs. The sign

development plan for the entire Project will include, without limitation, the following approved and vested signs which shall also be attached to this Agreement as Exhibit G Approved Sign Development Plan Exhibit:

2.5.2.1.1. One (1) illuminated, dual facing pylon signs of up to 35 feet in height and 12 feet in width, at the northeast corner of the Property oriented to the street. Depicted as sign ID A1 on the Approved Sign Development Plan Exhibit.

2.5.2.1.2. One (1) multi-tenant monument sign located at the north entrance approximately 16' in height and 6' in width. Depicted as ID A3 on the Approved Sign Development Plan Exhibit.

2.5.2.1.3. Two (2) multi-tenant monument signs at the southern entrance, depicted as ID A2 on the Approved Sign Development Plan Exhibit.

2.5.2.1.4. A corner site identity sign with tenant panels at the southeast corner of the Property, depicted as ID A4 on the Approved Sign Development Plan Exhibit.

2.5.2.1.5. Tenant building signs reflecting the specific size and design elements required by tenants. Tenant building sign plans shall be submitted by the Tenant occupying the specific building or unit to the Planning Department for review and approval pursuant to the Specific Sign Plan process in 2.5.2.2 and 2.5.2.3;

2.5.2.1.6. Directional signs;

2.5.2.1.7. Joint ID/Directory signs;

2.5.2.1.8. Banners/special event signage;

2.5.2.1.9. Those specific signs described in Sections 2.5.4 through 2.5.8 of these Design Standards.

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2.5.2.2. Specific Sign Plan. At the time of an application for Project Development Plan approval or prior to application for a City sign permit, the installation plans for specific signs shall be reviewed and approved by the planning department as a part of the Project Development Plan approval if the specific sign plan conforms with the Approved Sign Development Plan. The Applicant shall submit at least One (1) color copy of the proposed signage indicating the location, size, layout, design, color of proposed signs, including all lettering/graphics. Drawings must be to-scale. Drawings must also include, an elevation view showing the simulated night view of the sign, depth of sign, installation, and a site plan showing relative positions of Buildings and signs. All materials shall be specified.

2.5.2.3. Sign Permit Review. Prior to installation of any sign, the Applicant shall obtain a sign permit from the planning department in accordance with the terms and conditions of these Design Standards.

2.5.3. Prohibited Signs and Sign Concepts. The following signs and sign concepts are prohibited:

- A-board signs on the periphery of the Project site (except at Restaurant

uses).

- Vehicles and/or equipment used as signs.
- Any non-retail sign promoting a product or service not for sale on the Building site where the advertising occurs, except for offsite pylon and monument signage vested by these Design Standards and except where such offsite signage is approved as part of an Approved Sign Development Plan for the entire Project Site.
- Cabinet style "plex" signs.

2.5.4. Freestanding Business Identification Signs.

2.5.4.1. General Standards. The design of freestanding signs and the integration of these signs into the overall design of the Project present special challenges because freestanding signs are oriented more toward motor vehicles than pedestrians. Except as provided in a Development Agreement, (i) all freestanding sign bases shall be constructed of concrete, brick, stone, or anodized metal. Letters and sign faces may be plastic, plexiglass, acrylic, or metal, and (ii) :freestanding signs shall only be illuminated by back-lighting of raised letters, internal illumination, or by low-intensity spotlights. All light fixtures shall be screened from view, except when the light fixtures or bulbs are decorative in nature.

2.5.4.2. Single Lessee Ground Sign. One business identification sign of a freestanding, solid base, monument-type will be permitted for each street frontage on a Building site. The base or pedestal of the sign is not included in the sign area calculation, but is included in the height. No other freestanding advertising sign or billboard shall be permitted.

2.5.4.3. Mutli-User Signs. Except as provided in a Development Agreement or in an Approved Sign Development Plan, one :freestanding, solid base, monument-type sign will be permitted per Building for each street frontage on a multiple-user Building site for the purpose of identifying the Building(s) and its users. The base or pedestal of the sign is not included in the sign area calculation, but is included in the height.

2.5.4.4. Other Freestanding Business Identification Signs By Use.=::

2.5.4.4.1. Restaurant:

Allowed portable "A-board" signs shall not exceed 2 feet in width and 3 feet in height, within proximity to its unit or building.

2.5.4.4.2. Hotel / Hospitality

One (I) freestanding sign is allowed per hotel / hospitality site. The size of the sign shall not exceed 200 square feet. When practicable, the sign's design shall be integrated with adjacent Buildings and landscape designs. The sign shall be located and oriented to the street frontage providing public access.

2.5.4.4.3. Residential

The Residential parcel located in Zone 3 shall be permitted up to two (2) monument signs. In addition, each building located within Zone 3 shall be permitted to display signage affixed to the building. A specific Residential Sign Development Plan shall be submitted to the Planning Department for review and approval. This coordinated sign development plan is intended to ensure that sign design, location and size is integrated with and supports the architectural concept for the Property. This signage plan, once approved, will also be considered the "Approved Residential Sign Development Plan" for purposes of the City sign permit process. Notwithstanding any inconsistent provision, the Planning Department may not reduce or impair any specific right to construct signs that is granted by the Development Agreement and these Design Standards.

2.5.5. Directory Signs. Directory signs may be used for multi-user retail Buildings and office Buildings. Directory signs shall only list the names and locations within the Building. The sign may be either a wall-mounted glass case or a freestanding, solid base, monument-type sign.

2.5.6. Directional Signs. Directional signs such as "enter," "exit," "shipping," etc. shall be located adjacent to driveways or pedestrian ways. No sign shall be located so as to interfere with the safe flow of vehicles or pedestrians.

2.5.7. Building-Mounted Business Identification Signs. Building identification signs help direct workers and visitors to the Project to the variety of employment, hospitality and retail opportunities at the site. These signs can be associated with either a single Building or a single tenant of a Building, and the following provisions are based upon the different expected uses on the site Building identification signs may be placed on each exterior wall face of each Building.

2.5.8. Window and Door Signs. Retail businesses shall be allowed to use window advertising signs. For all other uses, only small incidental signs for business hours, telephone numbers, etc., may be placed on windows and doors. 'Business Hours and Address' window signs shall not exceed 1 square foot and are exempt from total sign square footage allowed for the facade.

2.6. **Open Space.**

Open space shall consist of plazas, walkways, and landscaped areas that are developed within the portion of the Property that is the subject of an application, and those landscaped buffers that are shown on or described in the Landscaping Plan. Building materials used within open space areas shall relate to the materials of adjacent buildings within the Property. There shall be no specific quantity of open space required for any Project or the Project Site; rather open space shall be incorporated into the Projects and Project Site as

generally shown on the Concept Plan. Such open space shall be designed to encourage comfortable and safe pedestrian use, including landscaping, seating areas and lighting as appropriate. All open space areas shall be maintained by the Owner of the center or any applicable owners association, unless and until all or a portion of the open space areas are dedicated to the City.

2.7. **Landscaping.**

Landscape treatment of those open space areas available for planting shall provide a strong visual identity for the Property and shall implement the landscaping concepts of the Project. There shall be no specific quantity of landscaping required for any Project or the Project Site; rather landscaping shall be incorporated into the Projects and Project Site as generally described in the text and shown on the Landscape Plan. Site landscaping shall be designed to contribute to the visual unity of the developed Property considered as a whole, rather than call attention to individual sites. Front, side and rear yard landscaping for individual sites shall be designed to integrate with landscaping of streets and properties in the vicinity of such sites. Species shall be selected from an approved plant list incorporated in the Landscape Plans.

The following landscaping standards shall apply to all new Development in the Project.

2.7.1. Where practicable and when contributing to the aesthetic and functionality of the street or walkway, street trees shall be provided as generally depicted on the Landscape Plan. Where feasible, street trees shall be planted within a landscape strip between the roadway and any Buildings or otherwise incorporated into sidewalks or plazas adjacent to such roadways.

2.7.2. The design of parking areas shall contain internal landscaping as generally depicted in the Landscape Plan.

2.7.3. Weather permitting, landscaping in accordance with the final Project Development Plans submitted must be installed within one hundred (120) days following the occupancy of such Zone of the Project, or as otherwise approved by the planning department.

2.7.4. Future development areas or land areas not occupied by buildings, structures, hard surfacing, vehicular driveways or pedestrian walkways shall be kept in a weed-free condition r o landscaped.

2.7.5. It shall be the responsibility of the Applicant and any successor Owner to properly maintain all landscaped areas, including watering, mowing, pruning, fertilizing and the removal and replacement of dead plant materials in a timely manner, until such time, if ever, all or a portion of the landscaped area is dedicated to the City or is located outside of the Property boundary.

2.9. **Outdoor Lighting**

The following standards shall apply to all Development within the Property unless otherwise Agreed:

The lighting of streets, pedestrian walkways, parking areas and open space is required and shall be designed and installed in accordance with the lighting concepts set forth herein. Exterior wall-mounted flood lights are expressly prohibited other than in loading and service areas at the back of Buildings. Indirect lighting, bollard lighting and landscape lighting is encouraged. Lighting fixtures shall not cast light beyond the mixed-use project, except for the public rights-of-way. Design and location of standards and fixtures shall be specified on an overall lighting plan approved for the entire Project Site before or in conjunction with the first Project Development Plan approval or otherwise incorporate with Project Development Plan approval submittals.

2.7.6. General Standards. Exterior lighting shall enhance the overall character of the Center. Lighting placement shall promote safety, security, and efficiency throughout each site.

Street lighting, area parking and general site lighting shall be designed in accordance with the latest edition of the illuminating Engineering Society (ES) Reference and Application Handbook. All lighting shall use cut-off fixtures. No lighting shall cast glare onto adjacent parking lots, Buildings, and streets.

Poles shall be either steel or aluminum or treated wood/timber. Poles shall have a painted or anodized finish to match site-lighting fixture housing. All light levels are to be considered "Average Maintained" utilizing factory certified maintenance factors.

2.7.7. Parking and Vehicular Circulation Areas. Parking Areas shall have pole-mounted, cut-off lamp fixtures. Pole heights shall be 20 to 30 feet. Main entrances to parking lots shall have pole-mounted, cut-off lamp fixtures.

2.7.8. Building and Architectural Lighting. Lighting shall be designed to highlight and not dominate the design of the Building. Light sources shall not be visible from normal viewing angles. All architectural lighting shall be indirect wall lighting (i.e., "wall washing"), overhead down-lighting or interior illumination which spills outside. Formal entries of hotel and retail Buildings shall use recessed or controlled cut-off wall fixtures to create an indirect "wall washing" effect. Side entries of hotel and retail Buildings shall use recessed or controlled cut-off, wall fixtures.

2.7.9. Service and Loading Areas. Service area lighting should be designed not to spill over to areas outside of the service or loading areas. The light source shall not be visible from the street or adjacent prope1ty.

2.7.10. Pedestrian Areas. Emphasis shall be placed on clearly defining the pedestrian path. Low-level point-to-point lighting is acceptable for pedestrian paths. Outdoor pedestrian areas (i.e., courtyards, entries, etc.) and paths shall use either lamps mounted in bollards or on 8 to 12 foot posts, or other treatments which provide adequate illumination.

2.8. **Internal Streets and Pedestrian Ways.**

The following standards shall apply to all Development within the Property:

2.8.1. Public sidewalks shall be located along all public streets and ways, and public spaces shall be provided at key locations; all as shown on the Concept Plan.

2.8.2. Pedestrian walkways shall form an on-site circulation system that minimizes potential conflict between pedestrians and motor vehicle traffic. Pedestrian walkways shall connect Building entrances to each other, connect Building entrances and sidewalks on public streets, and connect Building entrances and exiting or planned transit stops, where practicable.

2.8.3. Where practicable, pedestrian walkways shall be raised above the grade of the streets, drives, parking lots and other paved areas. Where pedestrian walkways cannot be raised, they shall be constructed of a material differing in texture and color from adjacent pavement but consistent with other raised walkways. Walkways shall meet all Americans with Disabilities standards for accessibility and be well lit along their entire length.

2.8.4. Access to public roads on the perimeter of the Project Site shall be as generally depicted by the Concept Plan.

2.8.5. Where practicable and desirable in the Applicant's sole discretion, bike-way systems and designs are encouraged to meet standards consistent with any applicable and approved City trails master plan. Any bike-ways may be separate and provide safe and inviting access through the Property and may provide continued circulation of trials identified in any applicable and approved trail master plan. Equestrian trails and uses are prohibited.

2.8.6. The City agrees that Applicant shall have the right to establish the horizontal specifications for the public road rights-of-ways located within the Project Site and the horizontal specifications of the intersections of those road rights-of-way with existing public roads abutting the Project Site. Such horizontal specifications shall include proposed road locations, right-of-way and pavement width, lane and turning pattern, design speed, road classification, cut and fill sections, retaining wall specifications, proposed location and separation of curb cuts, walkway and landscape widths and the horizontal specifications for any other surface improvements to be located within the public right-of-way; provided, however, that unless otherwise specifically approved, the Project Site minimum sidewalk width shall be five feet (5'). The horizontal specifications shall be subject to review by the City, and the City may propose reasonable revisions to such specifications, but only to the extent necessary to correct any safety, stability or function issues reasonably identified by the City in connection with such review and only to the extent that such changes may be implemented without material change to Applicant's proposed site plan. In proposing such horizontal specifications, Applicant, without consent of the City, shall not propose any location or relation of

subsurface utility lines or the installation of improvements over such utility lines that would materially increase the City's cost of maintaining such utility lines; provided, however, that the foregoing shall not preclude Applicant from installing special paving materials within road rights of way. Applicant agrees that the City may impose those standard engineering and construction details and specifications relating to the vertical elements within the public right-of-way including without limitation base, asphalt and concrete depth, and with respect to storm drainage and other utility connections and other matters set forth in the City engineering standards and not otherwise inconsistent with the Vested Design Standards or the standards for horizontal improvements set forth above, provided, however that Applicant may propose, design and complete construction pursuant to an alternative engineering specification or standard that is acceptable under established engineering practice in Utah where the City's engineering standards are either unworkable under the circumstances or are substantially more expensive or reflect design elements or features not normally required by normal engineering standards applied to comparable projects in Utah. Notwithstanding the City's retained power to impose vertical specifications and the reserved right of Applicant to propose alternative engineering specifications, Applicant and the City agree within the public right-of-way (i) that the depth specification for concrete walks shall be 4" or 8" where the walk is a part of a driveway access and (ii) that the minimum depth of asphalt shall be 4" and the minimum depth of the untreated base course shall be 12". Greater asphalt and/or base course depth may be specified by Applicant's geotechnical engineer based on site-specific conditions.

2.8.7. Applicant shall implement the streetscape concepts contained on the Concept Plan.

2.9. **Parking and Loading Areas.**

2.9.1. Parking Areas. Off-street parking shall be provided in accordance with the following standard: Applicant may provide parking at the rate of 1.0 spaces for each dwelling unit, 2 spaces per 1000 square feet of office floor area, 0.75 spaces for each hotel or motel room, and 3.8 spaces per 1000 square feet for all other uses including retail, restaurants, clinics and other uses. All parking shall meet the minimum standards in these Design Standards. Parking requirements shall be determined for the Project Site as a whole; as Projects are occupied, each Project shall not be required to demonstrate compliance with parking requirements so long as parking is reasonably anticipated to be available in the developed portions of the Project Site. The following additional provisions relating to parking and loading shall also apply to the Property:

2.9.2. Blended parking shall be permitted such that (a)any office space requirements may utilize the parking provided for the Zone 2 retail, restaurant or other commercial uses to satisfy any requirements hereunder, and (b) any so-called "guest" or "visitor" stalls required of the residential may utilize the parking provided for in Zone 2.

2.9.3. Parking structures are permitted. Surface parking areas may be located behind, underneath, or at one side of the Building. Entryways, porticos, drop-off areas, and one individual row of parking on either side of the vehicle entryways are permitted in front of Buildings. On-site parking in front of Buildings is allowed.

2.9.3.1. Parking structures shall be designed around natural light and with "safety" lighting as needed. Landscaping, within and without, may be required to enhance compatibility and safety.

2.9.3.2. Parking structures shall have architectural treatments compatible with adjoining Buildings.

2.1 1.1.4. Parking structures shall screen views of autos from public streets and open spaces. Screening at least 42 inches high shall be provided at ground level when the parking structure is within forty (40) feet of a public street.

2.11.l.5. Pedestrian connections shall be made when feasible to any streets adjacent to the Project Site, to areas of Buildings within the Project Site and to any other pedestrian facilities that connect within the Property. All Developments shall provide a pedestrian access plan that shows pedestrian paths on the site that connect with the sidewalk or other adjacent pedestrian ways.

2.11.1.6. Secure bicycle racks shall be provided at appropriate locations to help and encourage the use of bicycles as a way to access those destinations.

2.11.1.7. As a mixed use project, The Commons at Herriman may implement shared parking arrangements and transportation system management plans applying broadly recognized standards or criteria in order to calculate, construct and operate parking so as to minimize the land area dedicated to parking. Without limiting the foregoing, these standards shall include the right to reduce the amount of parking spaces from the level otherwise required by these Design Standards based on reasonably anticipated reductions in parking requirements due to the adjacency of mass transit and considering the fact that peak parking demand for uses will occur at different times of the day. The intent of this provision is to assure that this mixed use projects are not required to construct parking spaces in excess of the reasonable estimate of the amount of parking that may be required during typical periods of peak parking demand. The foregoing provisions shall not be construed to limit the construction of parking spaces in addition to the amount that would be calculated under the preceding standards.

2.11.1.8. Parking areas and structures shall contain disabled parking in accordance with generally applicable standards.

2.11.1.9. Applicant may configure parking stalls and drive aisles using commercially reasonable dimensions, including

the use of compact vehicle parking stalls. Typical parking stall sizing shall be 9' in width by 18' in depth. Minimum drive aisle width shall be 24'.

2.11.1.10. Nothing herein shall be construed to require The Commons at Herriman to provide supplemental parking for commuters using transit facilities.

2.11.1.11. The Planning Commission may authorize a reduction in the required parking and loading spaces upon a finding that in a specific case, the nature of the use or premises would mitigate the need for the full parking requirement.

2.9.4. Service and Loading Areas. Service and loading area requirements shall be determined by tenant requirements. Loading spaces may occupy any required yard except the front yard. The loading space shall be designed and arranged so that no vehicle may be parked or stored or requires maneuvering room within a public street.

EXHIBIT E-1

CONCEPTUAL PROJECT RENDERINGS

EXHIBIT F

LANDSCAPING PLAN

EXHIBIT G

APPROVED SIGN DEVELOPMENT PLAN

ATTACHMENT B



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

4850 W 13400 S HERRIMAN UT 84096

FACADE ARCHITECTURE

PERSPECTIVE VIEW : BUILDING - C

AO Architecture. Design. Relationships.

302

01

Scale AS SHOWN
Job No. 2024-0498
Date 2024-11-05

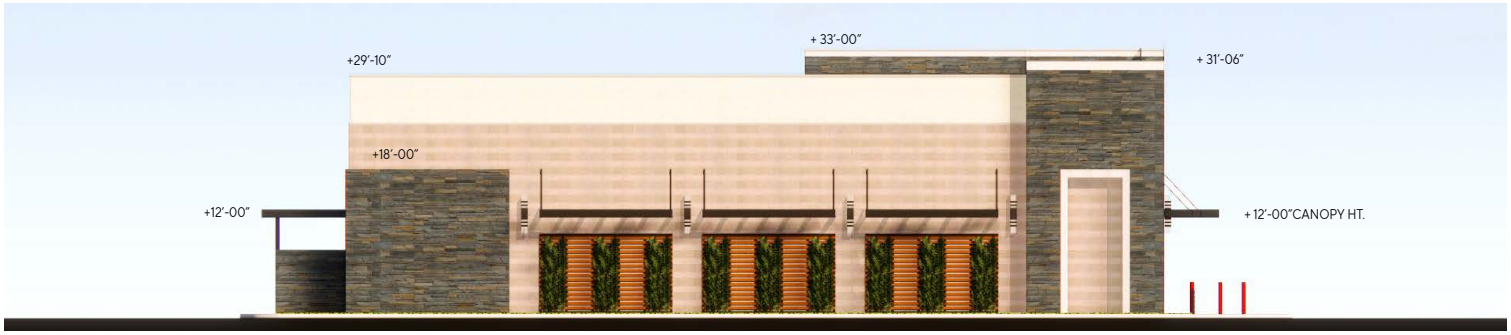
ATTACHMENT B



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

ATTACHMENT B



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

4850 W 13400 S HERRIMAN UT 84096

FACADE ARCHITECTURE

PERSPECTIVE VIEW : BUILDING - A

AO Architecture. Design. Relationships.

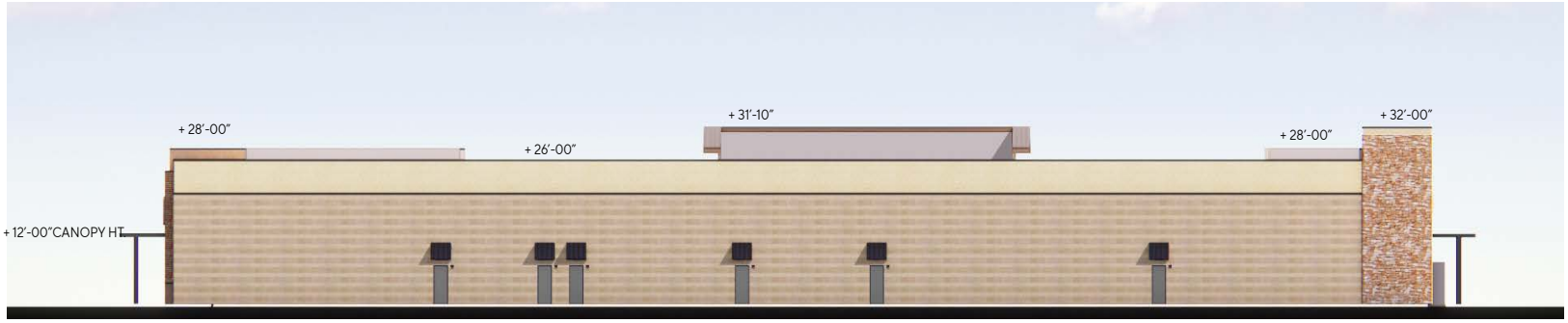
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Date 2024-11-05

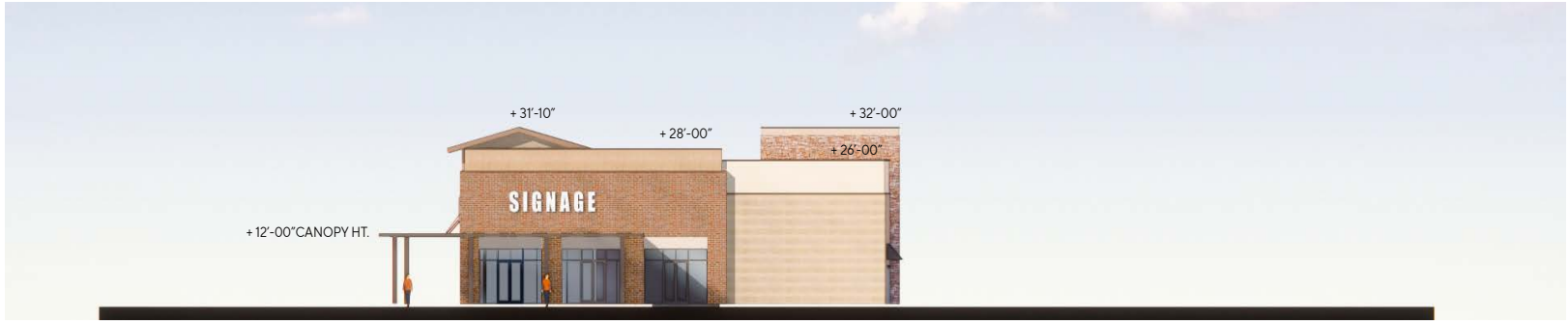
ATTACHMENT B



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

ATTACHMENT B



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH
4850 W 13400 S HERRIMAN UT 84096

FACADE ARCHITECTURE

PERSPECTIVE VIEW : BUILDING - B

AO 306 Architecture. Design. Relationships.

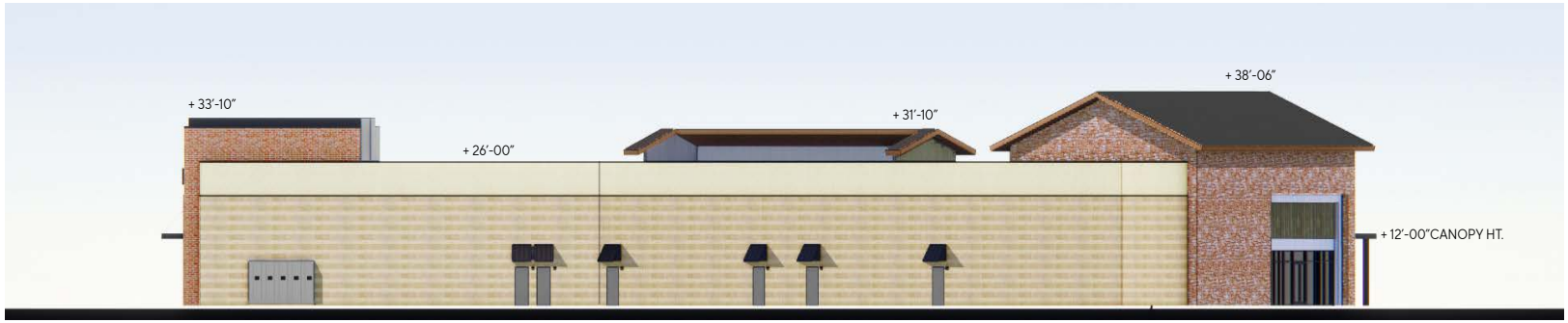
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Scale AS SHOWN
Job No. 2024-0498
Date 2024-11-05

ATTACHMENT B



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

ELEVATED PROPERTY CO.

THE COMMONS _ UTAH
4850 W 13400 S HERRIMAN UT 84096

FACADE ARCHITECTURE

FACADE ELEVATIONS : BUILDING - B

0 5 25 50 100 FT.

AO Architecture. Design. Relationships.

307

06

Scale AS SHOWN
Job No. 2024-0498
Date 2024-11-05



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH
4850 W 13400 S HERRIMAN UT 84096

FACADE ARCHITECTURE

PERSPECTIVE VIEW : CENTRAL PLAZA

AO Architecture. Design. Relationships.

07

Scale	AS SHOWN
Job No.	2024-0498
Date	2024-11-05

ATTACHMENT B

BLOCKS



B1

INTERSTATE BRICK
SUPER ATLAS
8" X8"X 16" BLOCKS
ARCTIC WHITE



B2

INTERSTATE BRICK
SUPER ATLAS
8" X8"X 16" BLOCKS
ALMOND + DESERT SAND



B3

INTERSTATE BRICK
ATLAS
4" X8"X 16" BLOCKS
TUMBLEWEED



B4

INTERSTATE BRICK
ATLAS
4" X8"X 16" BLOCKS
CANYON ROSE



B5

INTERSTATE BRICK
ATLAS
4" X8"X 16" BLOCKS
BRONZESTONE

SPECIAL FINISHES



Sierra Ledge

ST1

CULTURED STONE VENEER
SIERRA LEDGE BY
CORONADO STONE



Mountain Strip Stone

ST2

CULTURED STONE VENEER
MOUNTAIN STRIP
CORONADO STONE



W1

CERACLAD FAUX WOOD PAN-
ELS
(RUSTIC FINISH)



MR

ROOF MATERIAL
SNAP LOCK
STANDING SEAM METAL CLAD
(MUTED BROWN GRAY)
BY TRI-STATE METAL ROOFING
SUPPLY



GF

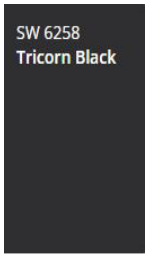
STROMBERG GFRC TRIM / BASE
GLASS FIBER REINFORCED
CONCRETE (WHITE)

PAINT



P1

PAINT FOR STUCCO FINISH &
TOP PARAPET ACCENT DETAIL
(TP)
BY SHERWIN WILLIAMS
SW 9582 WHITE SAND



P2

PAINT FOR PARAPET METAL
CAP
TOP PARAPET ACCENT DETAIL
(TP)
BY SHERWIN WILLIAMS
SW6258 TRICORN BLACK

STOREFRONTS



GL

DOUBLE-GLAZED LOW-E
CLEAR GLASS STOREFRONT
PANELS BY PROCORE
WASSATCH GLASS

GREEN WALL



GW

GREEN WALL ON FAUX
WOOD STEEL FRAMES

SERVICE GATES



SG1

SERVICE AREA
STEEL SWING DOORS (BLACK)

ARCHITECTURAL ELE



C1

CARBONIZED
STEEL
CHANNEL PRO-
FILE



C2

CARBONIZED
STEEL
CHANNEL PRO-
FILE
WEATHER CANO-



C3

CARBONIZED
STEEL
8" x 14" I-BEAM
PROFILE CANOPY
ASSEMBLY with
8" x 8" TUBULAR



TP

CARBONIZED
STEEL
4"x 14" CHANNEL
PROFILE
TOP PARAPET
ACCENT DETAIL



CV

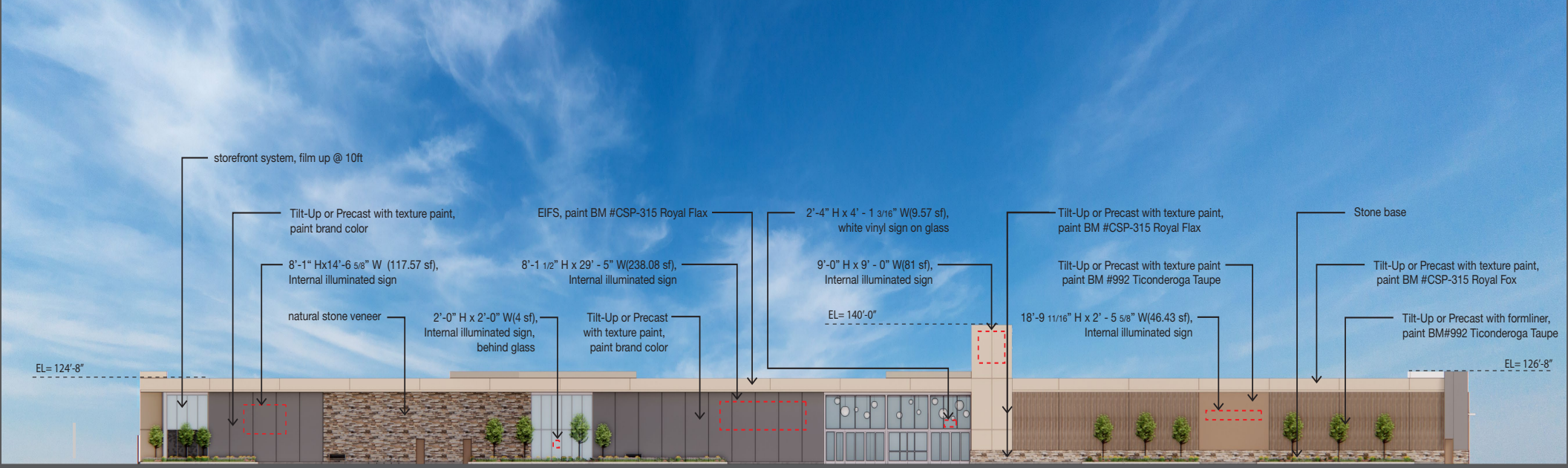
CANVASS CANOPY
ASSEMBLY BY
LAYTON
CONSTRUCTION
COMPANY

TRASH ENCLOSURE

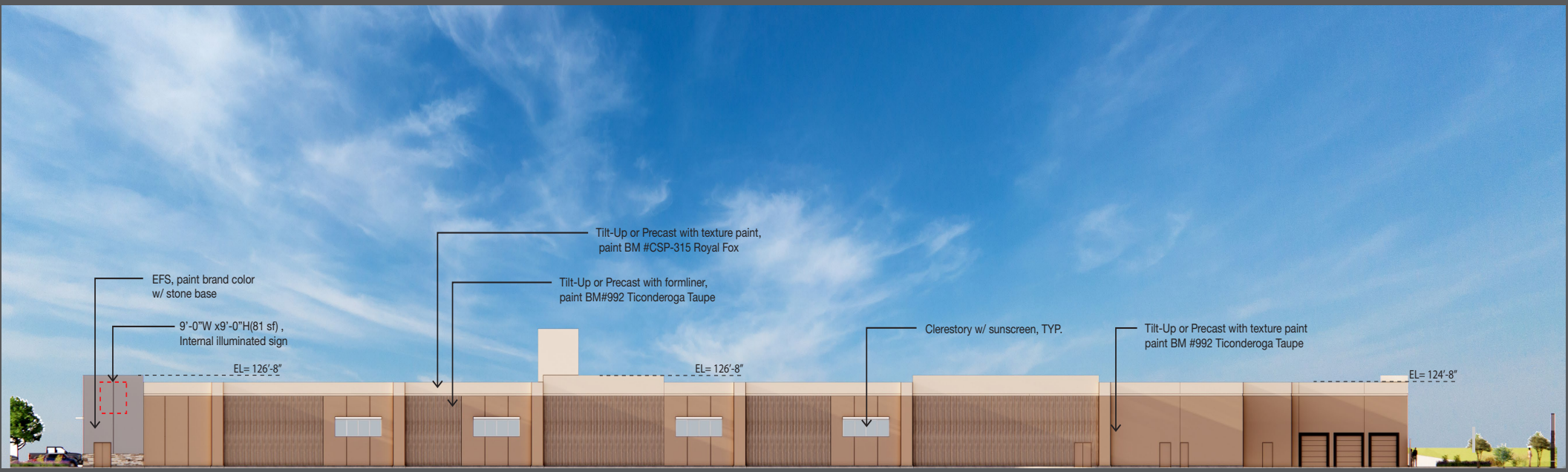


SG2

THRASH ENCLOSURE
STEEL SWING DOORS
(BLACK)



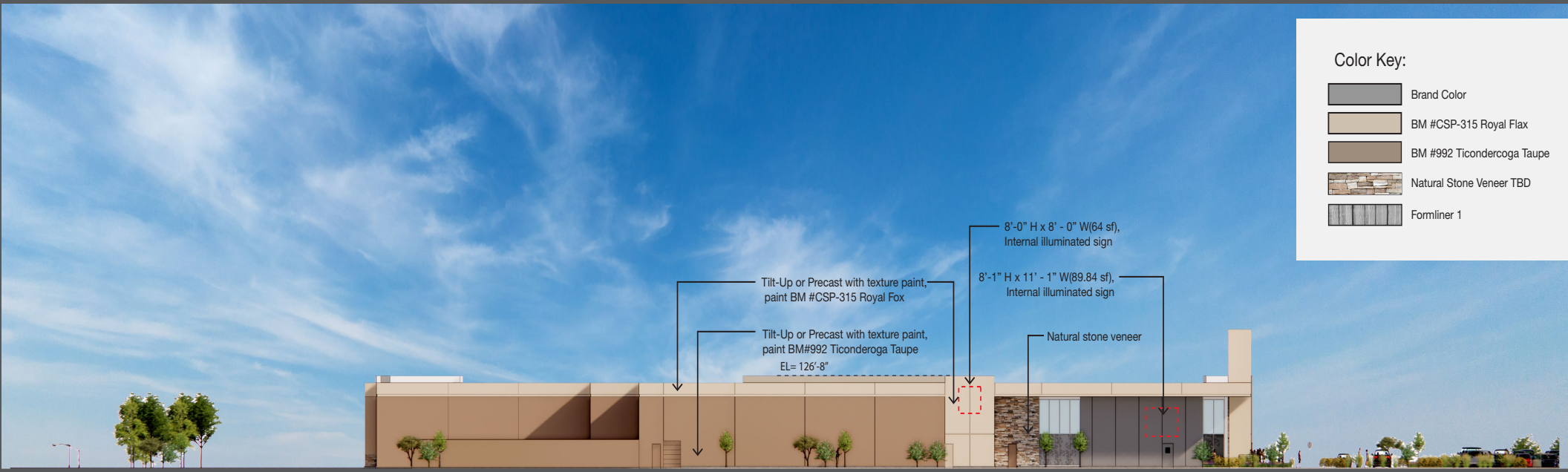
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



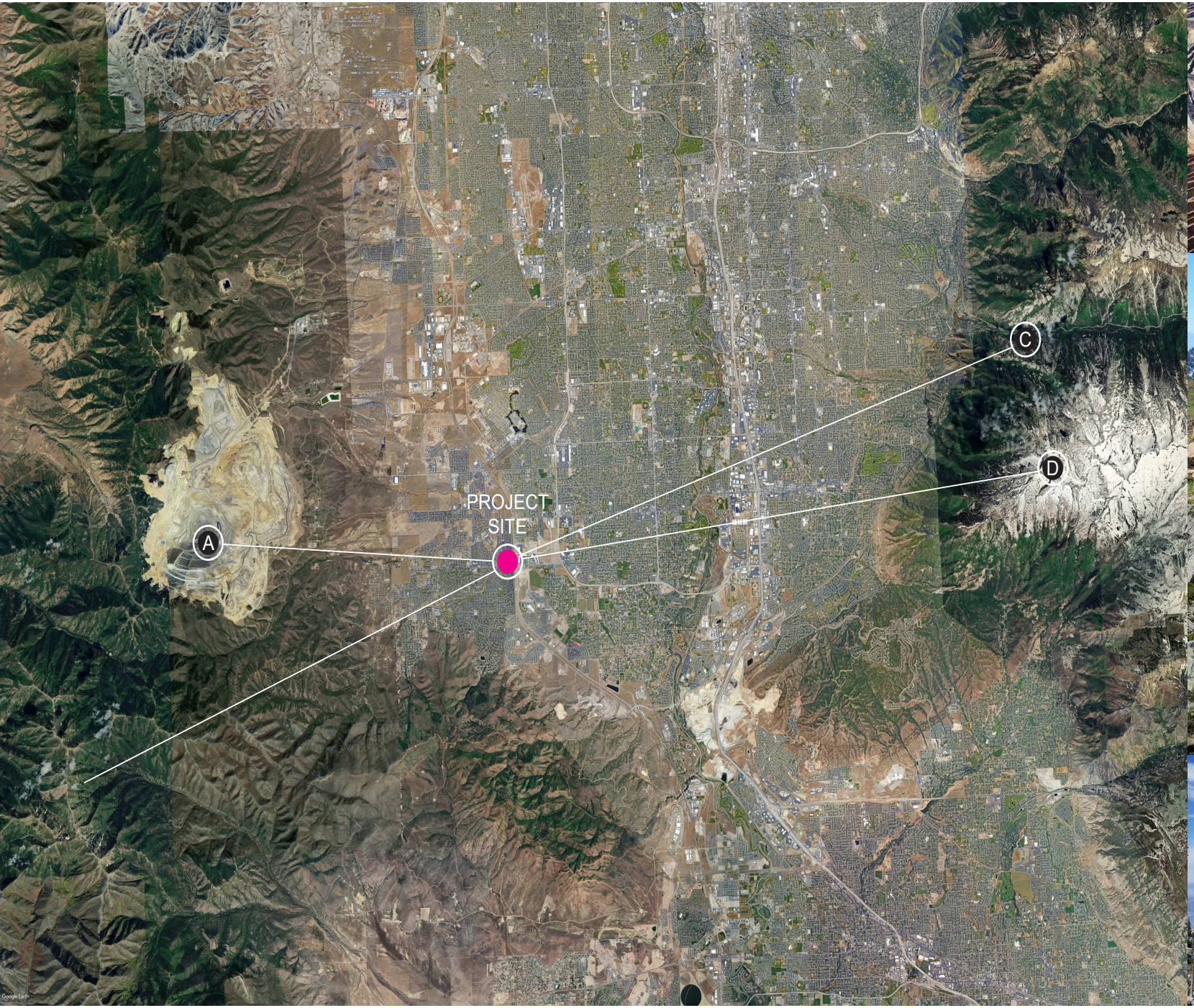
LEFT ELEVATION







ATTACHMENT C











ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

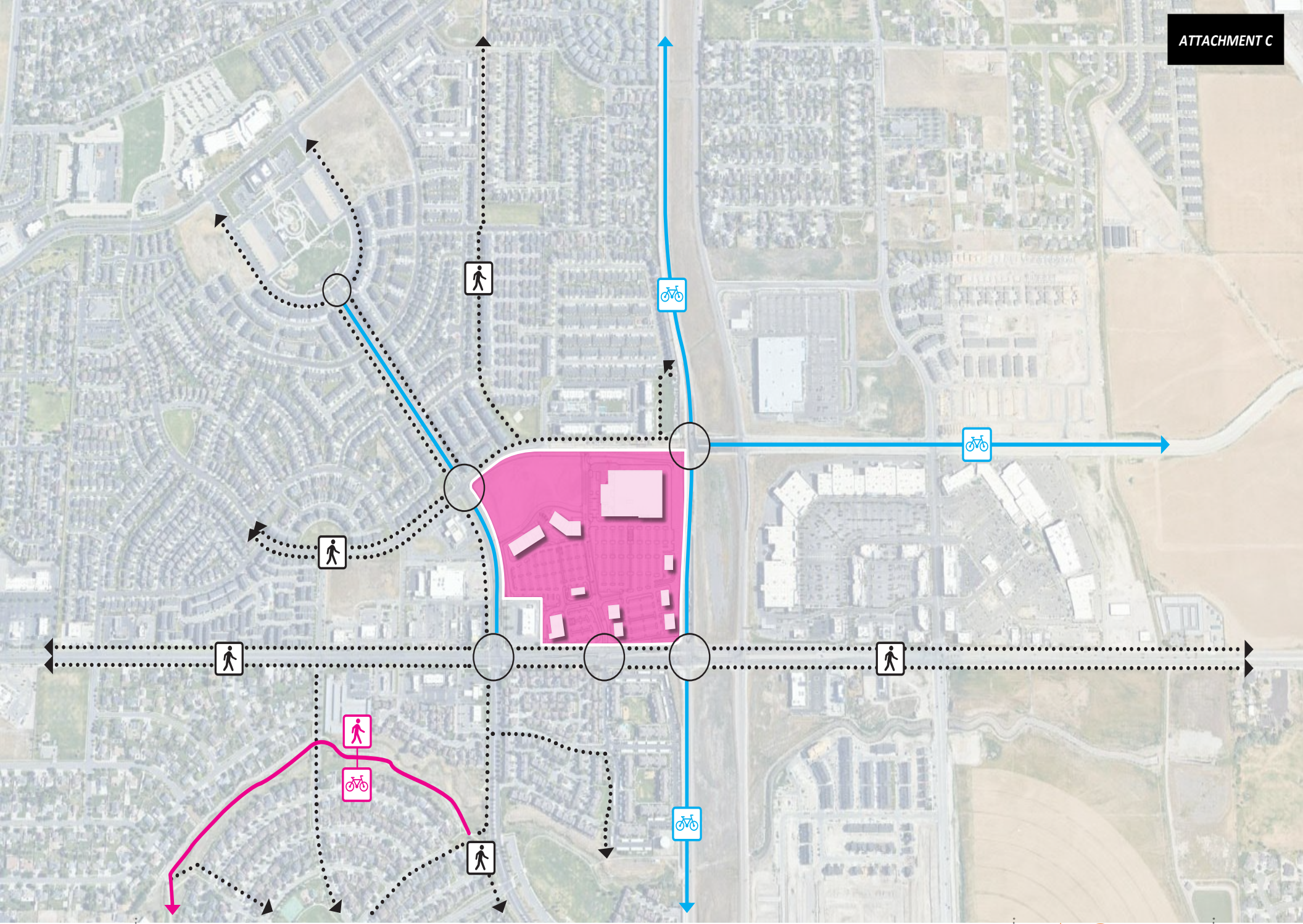
4850 W 13400 S HERRIMAN UT 84096

LANDSCAPE CONTEXT

AO Architecture. Design. Relationships.

Scale AS SHOWN
Job No. 2024-0498
Date 2024-11-04

ATTACHMENT C



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

4850 W 13400 S HERRIMAN UT 84096

VICINITY CIRCULATION

Architecture. Design. Relationships.

Scale	AS SHOWN
Job No.	2024-0498
Date	2024-11-04

ATTACHMENT C



CIRCULATION LE	
SYMBOL	DESCRIPTION
	PRIMARY PEDESTRIAN CIRCULATION
	SECONDARY PEDESTRIAN CIRCULATION
	PEDESTRIAN NODE
	PRIMARY PEDESTRIAN INTERSECTION
	TABLETOP CROSSING
	BIKE PARKING

SCALE 1" = 60'

ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

4850 W 13400 S HERRIMAN UT 84096

PEDESTRIAN CIRCULATION

Architecture. Design. Relationships.

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SITE SUMMARY TABLE		
DESCRIPTION	AREA (S.F.)	PERCENTAGE
FUTURE RESIDENTIAL	PHASE 2	
PAVEMENT	628,589 S.F.	55.6%
ROOF	216,244 S.F.	19.1%
LANDSCAPING	285,858 S.F.	25.3%
TOTAL SITE	1,130,691 S.F. 25.96 AC	100%

SITE SUMMARY TABLE		
DESCRIPTION	REQUIRED	PROVIDED
OVERALL LANDSCAPE	226,138 S.F.	285,858 S.F.
TURF GRASS PROVIDED	<20%	0 S.F.
SHRUB PLANT MATERIAL	142,929 S.F. (50% REQUIRED)	185,808 S.F. (65% PROVIDED)
TREES (1 TREE/500 S.F.)	452	436
TREES IN LAWN AREAS	PROHIBITED	
PARKSTRIP TREES (1 PER EVERY 30' OF FRONTAGE) 13200 S	21	21
PARKSTRIP TREES (1 PER EVERY 30' OF FRONTAGE) 13400 S	24	24
PARKSTRIP TREES (1 PER EVERY 30' OF FRONTAGE) FORT HERRIMAN PWY	8	8
LAWN AREAS LESS THAN 8 FT. WIDE	PROHIBITED	
LAWN AREAS IN SLOPES GREATER THAN 25% OR 4:1	PROHIBITED	

* TOTAL NUMBER OF REQUIRED TREES IS BASED OFF OF REQUIRED OVERALL LANDSCAPE SQFT.

GENERAL DESIGN NOTES

1. FINAL LANDSCAPE PLANS SHALL ACCURATELY SHOW PLACEMENT OF TREES, SHRUBS, AND GROUNDCOVERS.
2. LANDSCAPE ARCHITECT SHALL BE AWARE OF UTILITY, SEWER, STORM DRAIN EASEMENT AND PLACE PLANTING LOCATIONS ACCORDINGLY TO MEET CITY OF HERRIMAN REQUIREMENTS.
3. ALL REQUIRED LANDSCAPE AREAS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE MAINTAINED BY THE CITY OF HERRIMAN. THE LANDSCAPE AREAS SHALL BE MAINTAINED PER CITY OF HERRIMAN REQUIREMENTS.
4. ALL IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING STREET TREES, SHALL BE INSTALLED PER THE PUBLIC IMPROVEMENT PLANS.

IRRIGATION DESIGN NOTES

THE IRRIGATION SYSTEM WILL BE A FULLY AUTOMATIC UNDERGROUND SYSTEM. BACKFLOW PREVENTION DEVICES WILL BE INSTALLED TO MEET APPLICABLE CODES. THE IRRIGATION SYSTEM WILL BE DESIGNED AND CONSTRUCTED TO BE AS EFFICIENT IN TERMS OF WATER USAGE AS POSSIBLE. WATER CONSERVATION PRODUCTS (HIGH EFFICIENCY / LOW PRECIPITATION) AND AN EVAPOTRANSPIRATION (ET) WEATHER BASED CONTROL SYSTEM WILL BE INCORPORATED INTO THE SYSTEM DESIGN.

PLANTING DESIGN NOTES

THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS, AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. GROUND COVERS OR BARK MULCH SHALL FILL IN BETWEEN THE SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPORATION AND RUN-OFF. ALL THE FLOWER AND SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER THE SOIL TEMPERATURE AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF HERRIMAN GUIDELINES.

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

SCALE 1" = 80'

ELEVATED PROPERTY CO.

THE COMMONS
Herriman, UT

SITE LANDSCAPE PLAN

AO Architecture. Design. Relationships.

Scale
Job No. 2020-356
Date 2022-XX-XX

ATTACHMENT C



KEYNOTE LEGEN	
1	CONCRETE STEPS
2	ADA RAMP
3	LAWN AREA
4	TERRACED SEATING
5	CONCRETE BENCH
6	CENTRAL PLAY AREA
7	WATER FEATURE WITH DECORATIVE ROCK FEATURE
8	DECORATIVE PAVING
9	CONCRETE PAVING
10	DECORATIVE POTTERY
11	DECORATIVE PAVING AT CROSSWALKS
12	PATIO SPACE
13	LINEAR PLANTERS

SCALE 1" = 20'

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THE COMMONS _ UTAH

4850 W 13400 S HERRIMAN UT 84096

PLAZA ENLARGEMENT PLAN

AO Architecture. Design. Relationships.

Scale	AS SHOWN
Job No.	2024-0498
Date	2024-11-04

ATTACHMENT C



TREE LEGEND				
SYMBOL	BOTANICAL NAME (COMMON NAME)	SIZE		
	PRUNUS SERRULATA 'MT. FUJI' (JAPANESE FLOWERING CHERRY)	2" CAL	68	ACCENT TREE
	ULMUS AMERICANA 'VALLEY FORGE' (VALLEY FORGE ELM)	2" CAL	182	PARKING TREE
	GINKGO BILOBA 'FAIRMONT' (MAIDENHAIR TREE)	2" CAL	68	VEHICULAR TREE
	PINUS PONDEROSA (PONDEROSA PINE)	6" CAL	19	SCREEN TREE
	ACER TRUNCATUM (NORWEGIAN SUNSET MAPLE)	2" CAL	67	ACCENT TREE
	GLEDITSIA TRIACANTHOS (HONEY LOCUST)	4" CAL	25	ACCENT/SCREEN TREE
	CEDRUS DEODARA 'SANDERS BLUE' (DEODAR CEDAR)	6" CAL	7	SPECIMEN TREE

SHRUB LEGEND			
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
	AGAVE PARRYI	PARRY'S AGAVE	5 GAL.
	AJUGA REPTANS	CARPET BUGLE	5 GAL.
	DECHAMPSIA CESPITOSA	TUFTED HAIRGRASS	1 GAL.
	DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED FLAX LILY	5 GAL.
	FESTUCA GLAUCA 'ELIJAH'	BLUE FESCUE	1 GAL.
	HELIANTHEMUM 'HENFIELD BRILLIANT'	ROCK ROSE 'HENFIELD BRILLIANT'	1 GAL.
	IRIS MISSOURIENSIS	ROCKY MOUNTAIN IRIS	5 GAL.
	JUNIPERUS COMMUNIS	COMMON JUNIPER	5 GAL.
	JUNIPERUS CONFERTA 'BLUE PACIFIC'	BLUE PACIFIC SHORE JUNIPER	5 GAL.
	LAVANDULA ANGUSTIFOLIA	ENGLISH LAVENDER	5 GAL.
	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	5 GAL.
	MONARDA FISTULOSA MENTHIFOLIA	NATIVE LAVENEDER BEEBALM	5 GAL
	MUHLENBERGIA CAPILLARIS	PINK MUHLY	5 GAL.
	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL.
	NEPETA RACEMOSA	CATMINT	1 GAL.
	SCHIZACHYRIUM SCOPARIUM	WESTERN SNOWBERRY	1 GAL.
	SEDUM ACRE	STONECROP	5 GAL.
	SPOROBOLUS CRYPTANDRUS	SAND DROPSEED	1 GAL.
	WESTRINGIA 'BLUE GEM'	BLUE GEM WESTRINGIA	5 GAL.

*PLANTING AREA BEYOND PROPERTY LINE

SCALE 1" = 80'

ELEVATED PROPERTY CO.

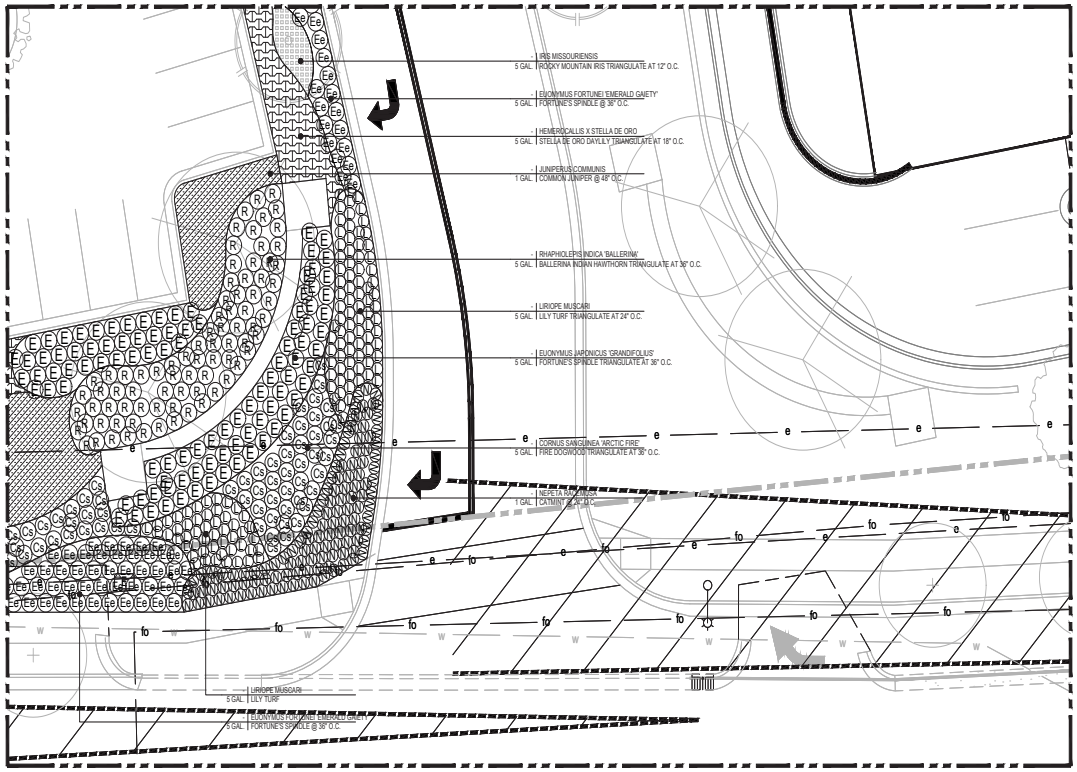
THE COMMONS
Herriman, UT

SITE LANDSCAPE PLAN

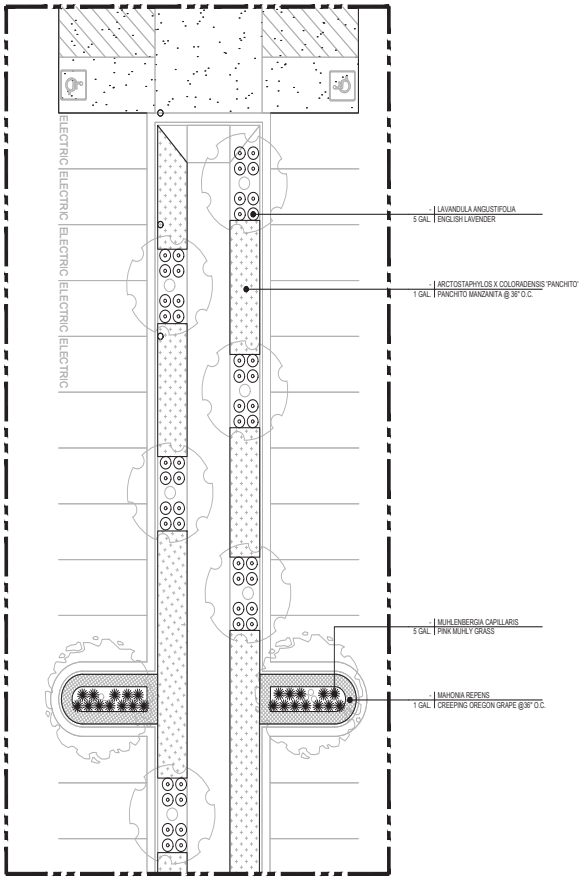
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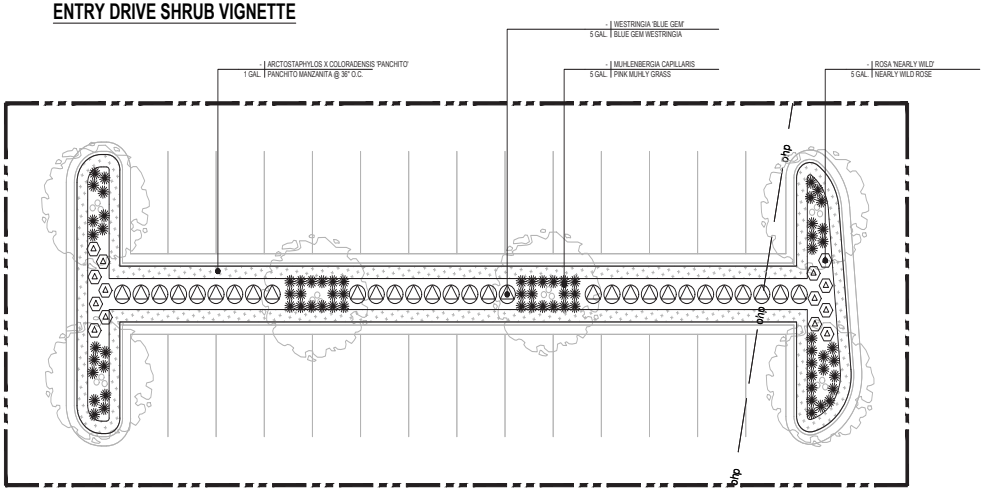
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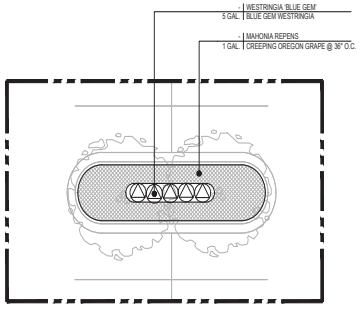
ENTRY DRIVE SHRUB VIGNETTE



GENERAL PARKING WITH SIDEWALK SHRUB VIGNETTE



GENERAL PARKING ISLAND SHRUB VIGNETTE



GENERAL PARKING ISLAND SHRUB VIGNETTE



ELEVATED PROPERTY CO.

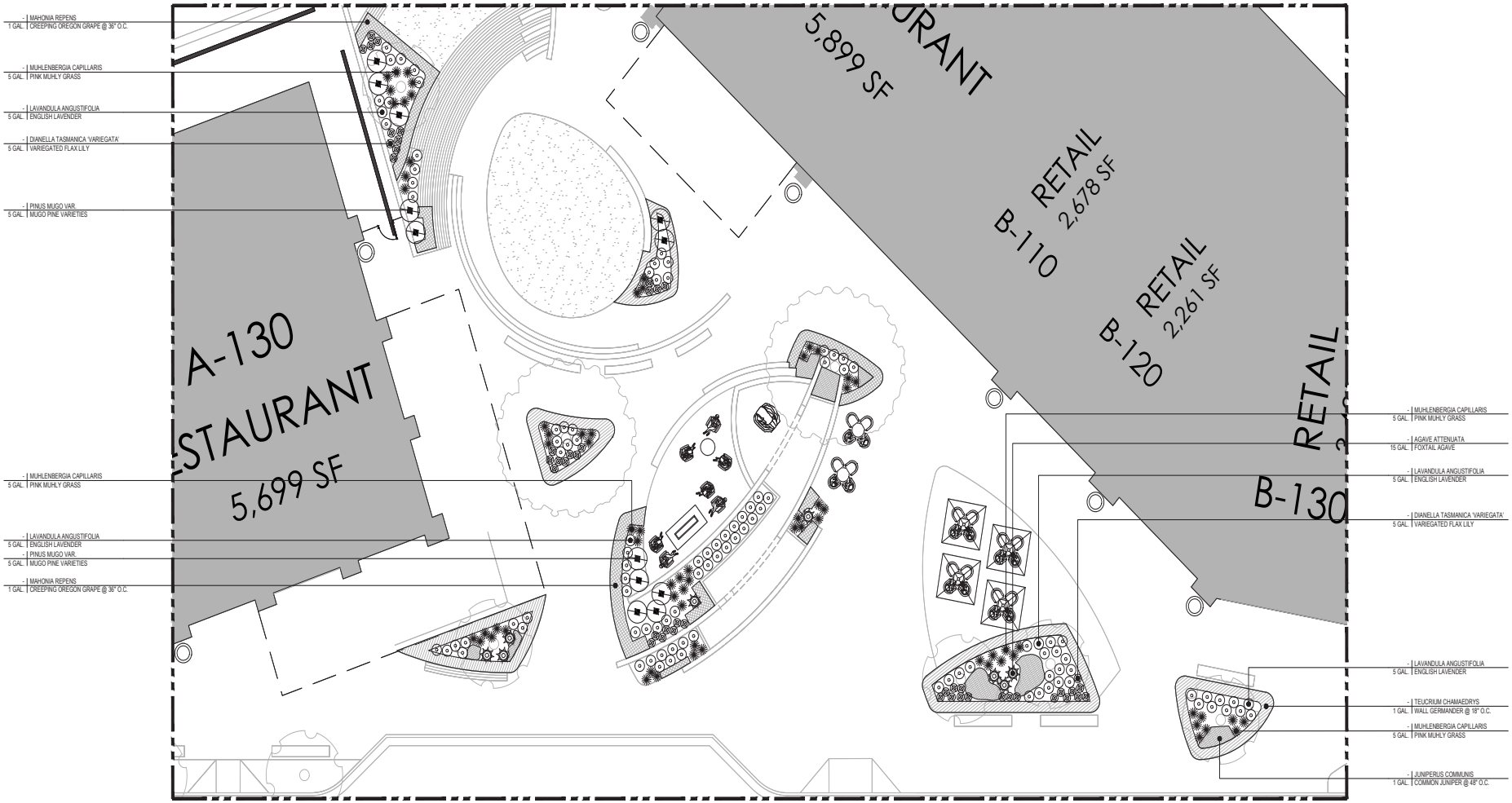
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PLANTING VIGNETTES

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PLAZA SHRUB VIGNETTE



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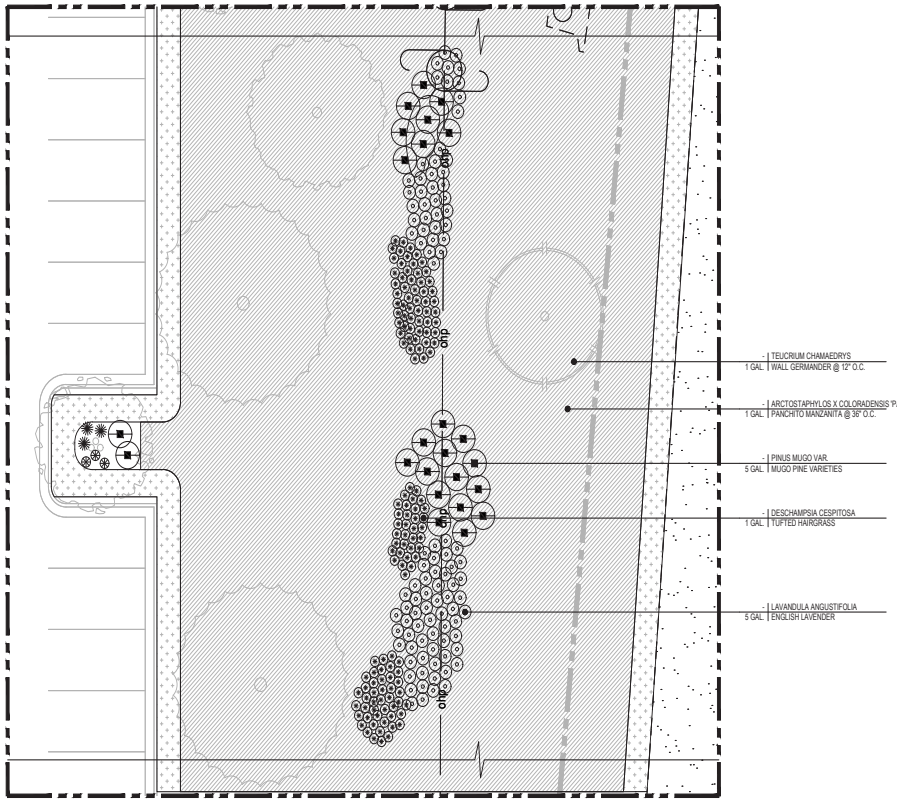
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PLANTING VIGNETTES

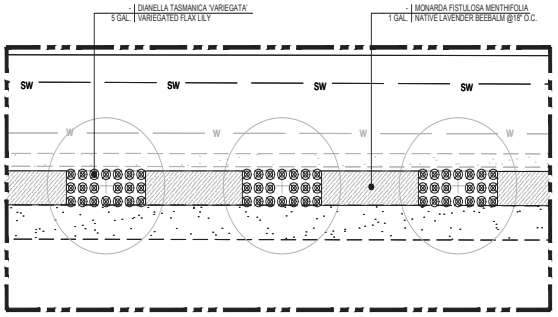
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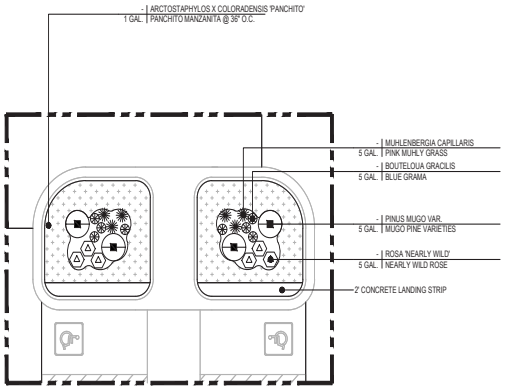
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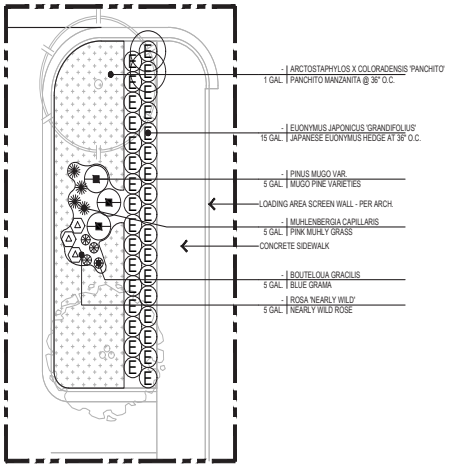
BLDG D-100 SITE PERIMETER SHRUB VIGNETTE



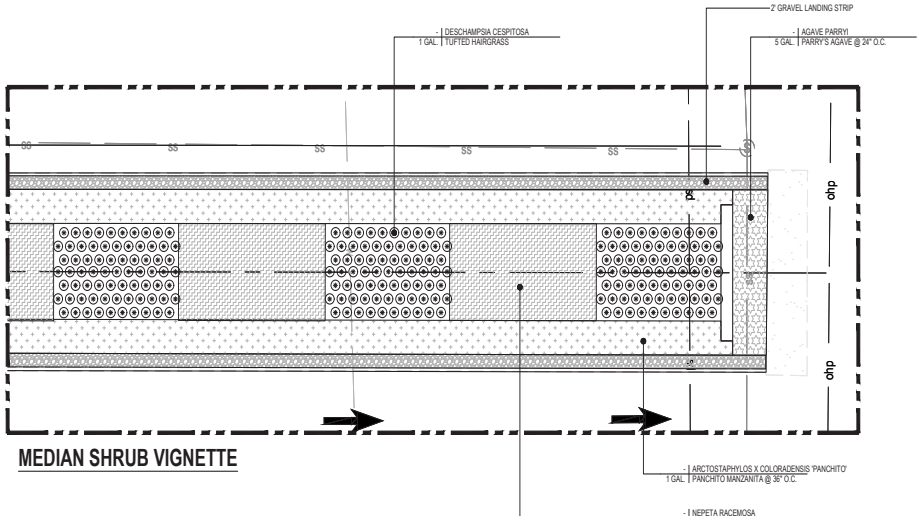
TYPICAL PERIMETER SHRUB VIGNETTE



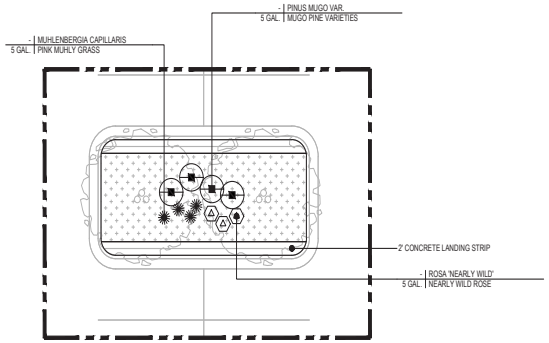
BLDG D-100 DRIVE AISLE
STREETSCAPE SHRUB VIGNETTE



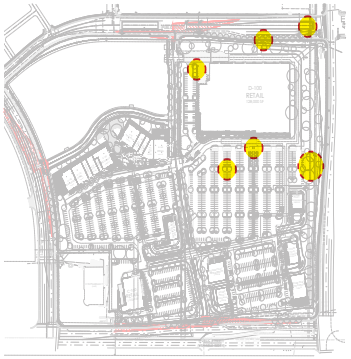
BLDG D-100 LOADING AREA
SCREENING SHRUB VIGNETTE



MEDIAN SHRUB VIGNETTE



BLDG D-100 PARKING LOT ISLAND
SHRUB VIGNETTE



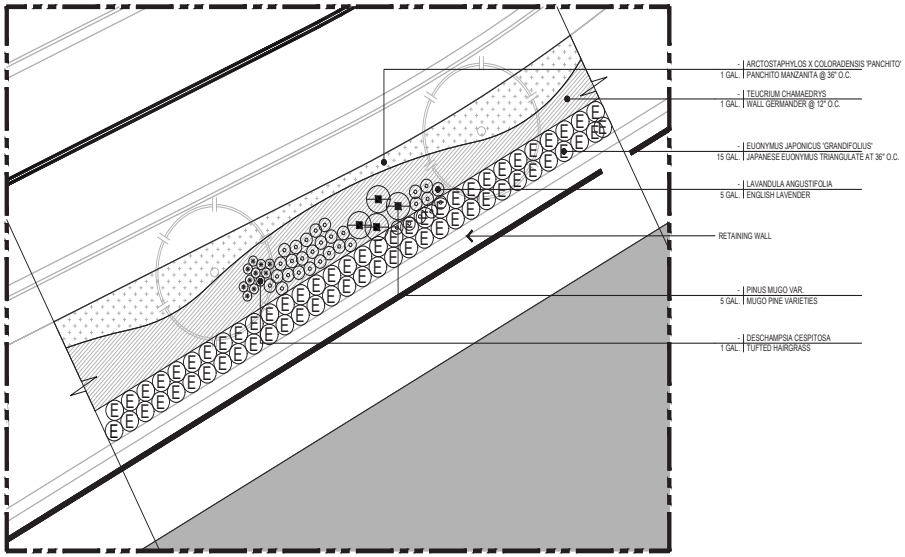
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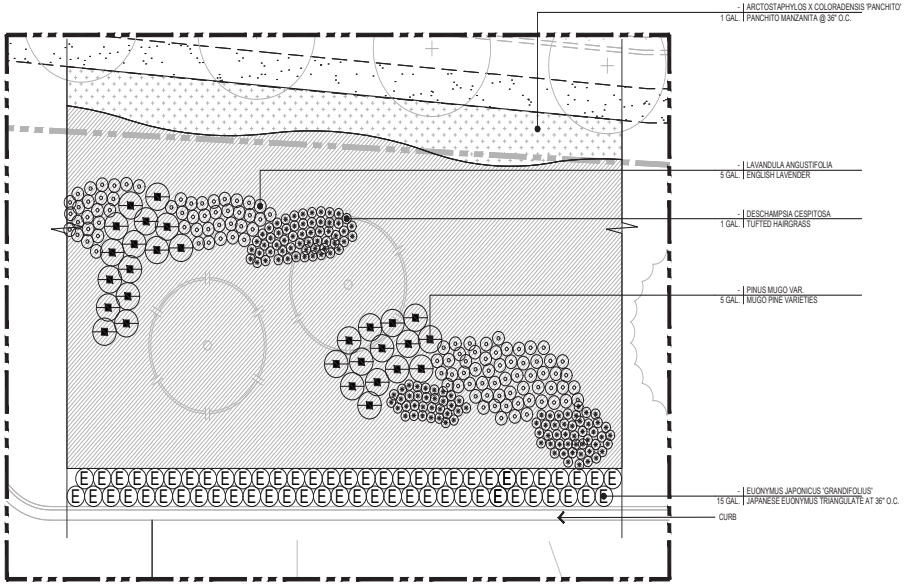
PLANTING VIGNETTES

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BLDG A BACK OF HOUSE SLOPE SHRUB VIGNETTE WITH SCREEN HEDGE



BLDG D-100 BACK OF HOUSE SHRUB VIGNETTE WITH SCREEN HEDGE



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PLANTING VIGNETTES

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ATTACHMENT C

PLANTING TYPE 'A' - PEDESTRIAN



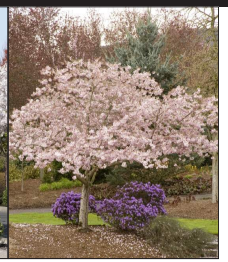
CERCIS CANADENSIS
(EASTERN REDBUD)
HEIGHT: 20' - 30'
SPREAD: 25' - 35'
FULL SUN PARTIAL SHADE



PRUNUS SERRULATA 'KWANZAN'
JAPANESE FLOWERING CHERRY
HEIGHT: 25' - 30'
SPREAD: 25' - 30'



PRUNUS SERRULATA 'MT. FUJI'
JAPANESE FLOWERING CHERRY
HEIGHT: 20'
SPREAD: 25'



PRUNUS X YEDOENSIS 'AKEBONO'
YOSHINO CHERRY
HEIGHT: 20'
SPREAD: 25'



GLEDITSIA TRIACANTHOS
HONEY LOCUST
HEIGHT: 60' - 80'
SPREAD: 60' - 80'

PLANTING TYPE 'B' - VEHICULAR



CERCIS CANADENSIS
(EASTERN REDBUD)
HEIGHT: 20' - 30'
SPREAD: 25' - 35'
FULL SUN PARTIAL SHADE



GINKGO BILOBA 'FAIRMONT'
MAIDENHAIR TREE
HEIGHT: 50' - 75'
SPREAD: 12' - 25'



ACER TRUNCATUM
(NORWEGIAN SUNSET MAPLE)
HEIGHT: 30'-50'
SPREAD: 25'-40'
FULL SUN TO PART SHADE

PLANTING TYPE 'C' - PARKING



ULMUS AMERICANA
'VALLEY FORGE'
VALLEY FORGE ELM
HEIGHT: 70'

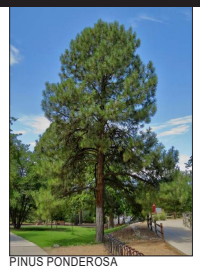
PLANTING TYPE 'D' - PERIMETER EVERGREENS



QUERCUS VIRGINIANA
(SOUTHERN LIVE OAK)
HEIGHT: 40' - 80'
SPREAD: 60' - 100'



CEDRUS DEODARA 'SANDERS BLUE'
(DEODAR CEDAR)
HEIGHT: 30' - 50'
SPREAD: 20' - 30'



PINUS PONDEROSA
(PONDEROSA PINE)
HEIGHT: 60' - 80'
SPREAD: 30' - 40'

ATTACHMENT C

SHRUB IMAGES



DIANELLA TASMANICA 'VARIEGATA'
(VARIEGATED FLAX LILY)
HEIGHT: 3.5'
SPREAD: 1'



AJUGA REPTANS
(CARPET BUGLE)
HEIGHT: 5" - 9"
SPREAD: 6" - 12"



JUNIPERUS CHINENSIS 'ARMSTRONGII'
(ARMSTRONG JUNIPER)
HEIGHT: 4' - 5'
SPREAD: 4' - 5'



LIGUSTRUM JAPONICUM
(JAPANESE PRIVET)
HEIGHT: 8' - 12'
SPREAD: 8' - 12'



LAVANDULA ANGUSTIFOLIA
ENGLISH LAVENDER)
HEIGHT: 1' - 3'
SPREAD: 1' - 3'



WESTRINGIA 'BLUE GEM'
(BLUE GEM WESTRINGIA)
HEIGHT: 6' - 7'
SPREAD: 6'



SEDUM ACRE
(STONECROP)
HEIGHT: 3" - 4"
SPREAD: 12" - 23

GROUNDCOVER, ANNUALS, AND PERENNIALS



HELIANTHEMUM 'HENFIELD BRILLIANT'
(ROCK ROSE 'HENFIELD BRILLIANT')
HEIGHT: 6" - 9"
SPREAD: 18" - 24"



JUNIPER CONFERTA 'BLUE PACIFIC'
(BLUE PACIFIC SHORE JUNIPER)
HEIGHT: 1'
SPREAD: 6' - 7'



AGAVE PARRYI
(PARRY'S AGAVE)
HEIGHT: 3'
SPREAD: 3'



ASCLEPIAS SPECIOSA
(SHOWY MILKWEED)
HEIGHT: 18" - 36"
SPREAD: 1' - 3'



IRIS MISSOURIENSIS
(ROCKY MOUNTAIN IRIS)
HEIGHT: 1' - 2'
SPREAD: 1' - 2'



MONARDA FISTULOSA MENTHIFOLIA
(NATIVE LAVENDER BEEBALM)
HEIGHT: 2' - 3'
SPREAD: 2'



NEPETA RACEMOSA
(CATMINT)
HEIGHT: 12" - 18"
SPREAD: 12" - 18"

GRASSES



DECHAMPSIA CESPITOSA
(TUFTED HAIRGRASS)
HEIGHT: 2' - 3'
SPREAD: 18"-24"



FESTUCA GLAUCA 'ELIJAH'
(BLUE FESCUE)
HEIGHT: 8" - 12"
SPREAD: 8" - 12"



MUHLENBERGIA CAPILLARIS
(PINK MUHLY)
HEIGHT: 3' - 4'
SPREAD: 3'- 4'



MUHLENBERGIA RIGENS
(DEER GRASS)
HEIGHT: 4' - 5'
SPREAD: 4' - 5'

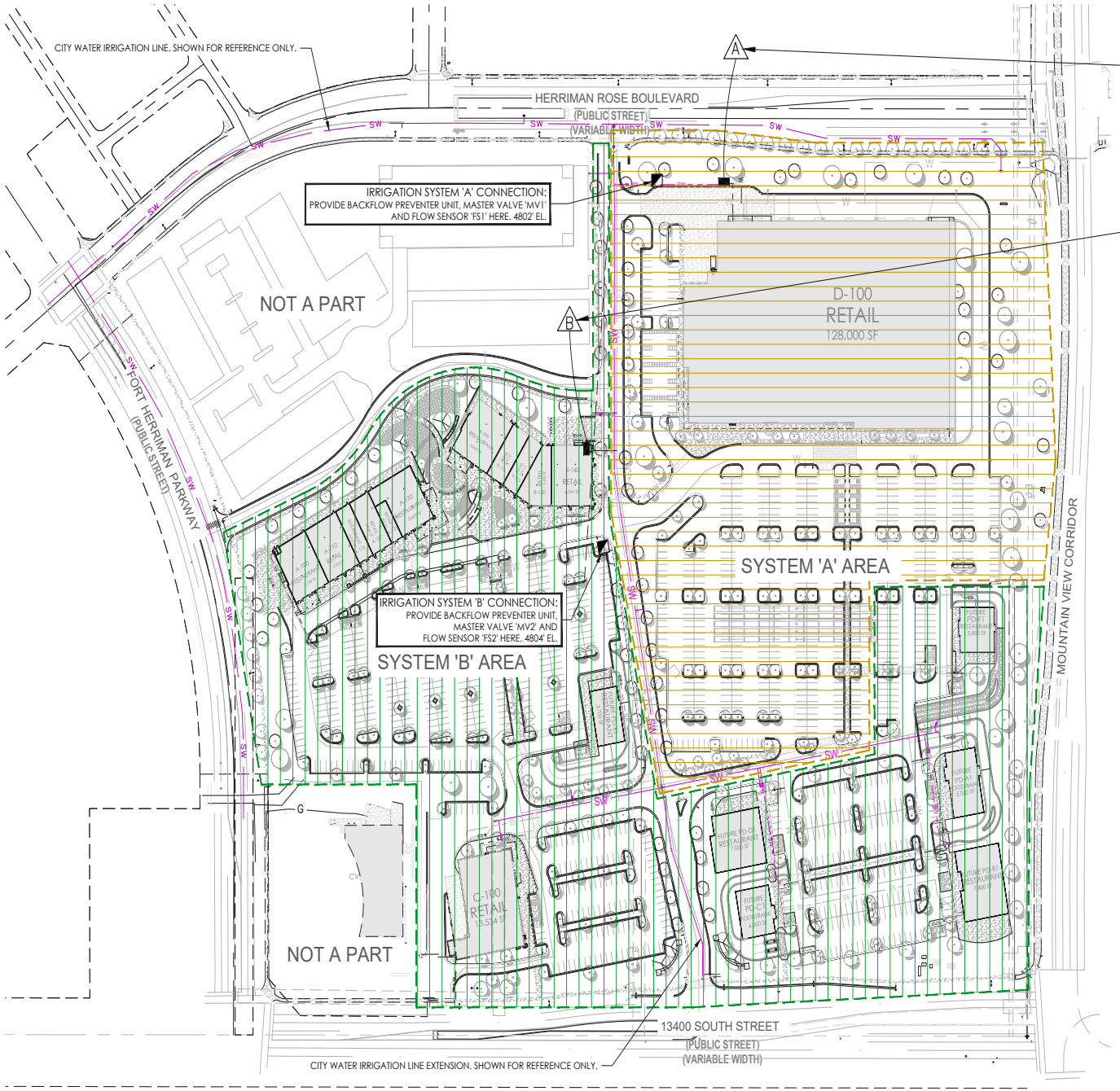


SCHIZACHYRIUM SCOPARIUM
(LITTLE BLUESTEM GRASS)
HEIGHT: 24" - 30"
SPREAD: 12" - 18"



SPOROBOLUS CRYPTANDRUS
(SAND DROPSEED)
HEIGHT: 2' - 3'
SPREAD: 12" - 18"

ATTACHMENT C



SYSTEM 'A' - PRIVATELY MAINTAINED
IRRIGATION CONTROLLER NOTE:

LOCATION OF IRRIGATION CONTROLLER 'A' METAL SECURITY ENCLOSURE. COORDINATE 120VAC ELE
PROVIDE ONE (1) ETHERNET CABLE TO CONTROLLER LOCATION FOR INTERNET COMMUNICATION AS AN ALTERNATIVE TO CELLULAR COMMUNICATION MODEM UNIT WITH CONTROLLER.

CONTROLLER OPERATES WITH 2-WIRE SIGNAL DECODER UNITS. COORDINATE INSTALLATION OF LOW VOLTAGE CONTROLLER SIGNAL CABLE WITH DEDICATED FLOW SENSOR WIRE CABLES WITHIN CONDUIT WHERE NOTED.

ACTUAL CONTROLLER LOCATION SUBJECT TO FINAL APPROVAL OF ARCHITECT.

SYSTEM 'B' - PRIVATELY MAINTAINED
IRRIGATION CONTROLLER NOTE:

LOCATION OF IRRIGATION CONTROLLER 'B' MOUNTED TO WALL WITHIN ELECTRICAL ROOM AT BUILDING B-140. COORDINATE 120VAC ELECTRICAL POWER TO CONTROLLER. PROVIDE ONE (1) ETHERNET CABLE TO CONTROLLER LOCATION FOR PERMANENT INTERNET COMMUNICATION AS AN ALTERNATIVE TO CELLULAR COMMUNICATION MODEM UNIT WITH CONTROLLER.

CONTROLLER OPERATES WITH 2-WIRE SIGNAL DECODER UNITS. COORDINATE INSTALLATION OF LOW VOLTAGE CONTROLLER SIGNAL CABLE WITH DEDICATED FLOW SENSOR WIRE CABLES WITHIN CONDUIT WHERE NOTED.

COORDINATE WIRE CONDUIT ROUTING OUT OF ROOM TO NEARBY PLANTING AREA.

IRRIGATION SYSTEMS 'A' AND 'B' - PRIVATELY MAINTAINED
IRRIGATION POINT-OF-CONNECTION NOTE:

IRRIGATION POINT-OF-CONNECTION - CONNECT NEW IRRIGATION PRESSURE MAIN LINE PIPING TO CITY SECONDARY WATER LINE PROVIDED FOR SUPPLY OF IRRIGATION SYSTEM IMPROVEMENTS. LOCATE 1-INCH WATER METER AND DEDICATED BACKFLOW PREVENTER ASSEMBLY WHERE SHOWN FOR EACH PROPOSED SYSTEM. REFER TO POC CALLOUTS LISTED FOR SYSTEM 'A' AND SYSTEM 'B' LOCATIONS. EACH POINT-OF-CONNECTION LOCATION INCLUDES A DEDICATED MASTER VALVE AND FLOW SENSOR. THE POC ELEVATION NOTED WITH EACH CALLOUT NOTE.

PEAK IRRIGATION DEMAND (EACH SYSTEM):	30 G.P.M.
SYSTEM DESIGN PRESSURE:	55 P.S.I.
MASTER VALVE PSI SETTING:	65 P.S.I.
CITY STATIC WATER PRESSURE:	80 P.S.I.
HIGHEST ELEVATION OF IRRIGATED AREA:	4810' EL
LOWEST ELEVATION OF IRRIGATED AREA:	4765' EL
PROJECT LANDSCAPE AREA OF COVERAGE:	285,850 SF (6.5 AC)
TOTAL TREE CANOPY (420 EA) OVERLAP AREA:	11,000 SF

IRRIGATION SYSTEM GENERAL DESCRIPTION:

1. LANDSCAPE SHRUB AREAS ARE IRRIGATED BY BOTH SUBTERRANEAN DRIPLINE EMITTER TUBING AND SHRUB BASIN DRIP EMITTERS WHERE APPROPRIATE BASED ON PLANT MATERIAL SPACING. VINES AND LARGE SHRUB PLANT MATERIAL LOCATED WITHIN DRIPLINE SYSTEMS ARE IRRIGATED WITH SUPPLEMENTAL EMITTERS CONNECTED TO RESPECTIVE DRIPLINE SYSTEM.
2. SPECIMEN TREES ARE IRRIGATED WITH LOW-FLOW BASIN BUBBLER UNITS AND ARE ASSIGNED TO DEDICATED CONTROL VALVES.
3. THE IRRIGATION SYSTEM IS SUPPLIED BY A DEDICATED IRRIGATION WATER SUPPLY LINE. TWO (2) IRRIGATION SYSTEMS ARE ESTABLISHED, EACH ASSIGNED WITH A REDUCED PRESSURE-TYPE (RP) BACKFLOW PREVENTER TO PROTECT THE CITY WATER LINE FROM CONTAMINATION. A SUB-WATER METER IS INSTALLED WITH EACH BACKFLOW PREVENTER UNIT AND WILL SERVE DEDICATED PRESSURE MAIN LINE PIPING SYSTEMS.
4. EACH SYSTEM OPERATES WITH AN IRRIGATION 'SMART' CONTROLLER, MOUNTED WITHIN A FREE-STANDING SECURITY ENCLOSURE AND COMMUNICATES WITH WEATHER DATA THAT AUTOMATICALLY ADJUSTS THE IRRIGATION WATERING SCHEDULE ON A DAILY BASIS. THE SECURITY ENCLOSURE ALSO INCLUDES A RAIN/FREEZE SENSOR. EACH CONTROLLER OPERATES ON A 2-WIRE SIGNAL DECODER CABLE SYSTEM.
5. EACH IRRIGATION CONTROLLER ALSO OPERATES A MASTER VALVE AND FLOW SENSOR TO SHUT DOWN THE WATER PRESSURE IN THE MAIN LINE DURING NON-OPERATIONAL HOURS AND TO PROVIDE HIGH-FLOW SHUT DOWN CAPABILITY BASED ON 'LEARNED' FLOWS OF EVERY VALVE STATION.
6. A FERTILIZER INJECTION UNIT IS PROPOSED WITH EACH SYSTEM TO APPLY A SOLUBLE MICRO POWDERED HUMATE PRODUCT THAT PROVIDES MICRO-NUTRIENTS AND TRACE MINERALS. RECOMMENDED APPLICATIONS ARE A 2 OR 3 EVENT SCHEDULE PER YEAR. THE FERTILIZER INJECTION UNIT(S) ARE ALSO CAPABLE OF DISTRIBUTING SOLUBLE NPK FERTILIZER, OR A SAFE PLANT-BASED VECTOR CONTROL PROJECT.
7. QUICK COUPLING VALVES ARE INSTALLED THROUGHOUT THE LANDSCAPE FOR INCIDENTAL WATERING OF TREES, SHRUBS, AND ANY WINTERIZATION PROCEDURES.

N

0 40' 80' 160'

ELEVATED PROPERTY CO.

THE COMMONS
Herriman, UT

IRRIGATION MASTER PLAN

Architecture. Design. Relationships.

Scale
Job No. 2020-356
Date 2022-XX-XX

ATTACHMENT C



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

4850 W 13400 S HERRIMAN UT 84096

PLAZA RENDERING

AO Architecture. Design. Relationships.

Scale	AS SHOWN
Job No.	2024-0498
Date	2024-11-04

ATTACHMENT C



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

4850 W 13400 S HERRIMAN UT 84096

PLAZA RENDERING

AO Architecture. Design. Relationships.

Scale AS SHOWN
Job No. 2024-0498
Date 2024-11-04

ATTACHMENT C



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

4850 W 13400 S HERRIMAN UT 84096

PLAZA RENDERING

AO Architecture. Design. Relationships.

Scale	AS SHOWN
Job No.	2024-0498
Date	2024-11-04

ATTACHMENT C



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

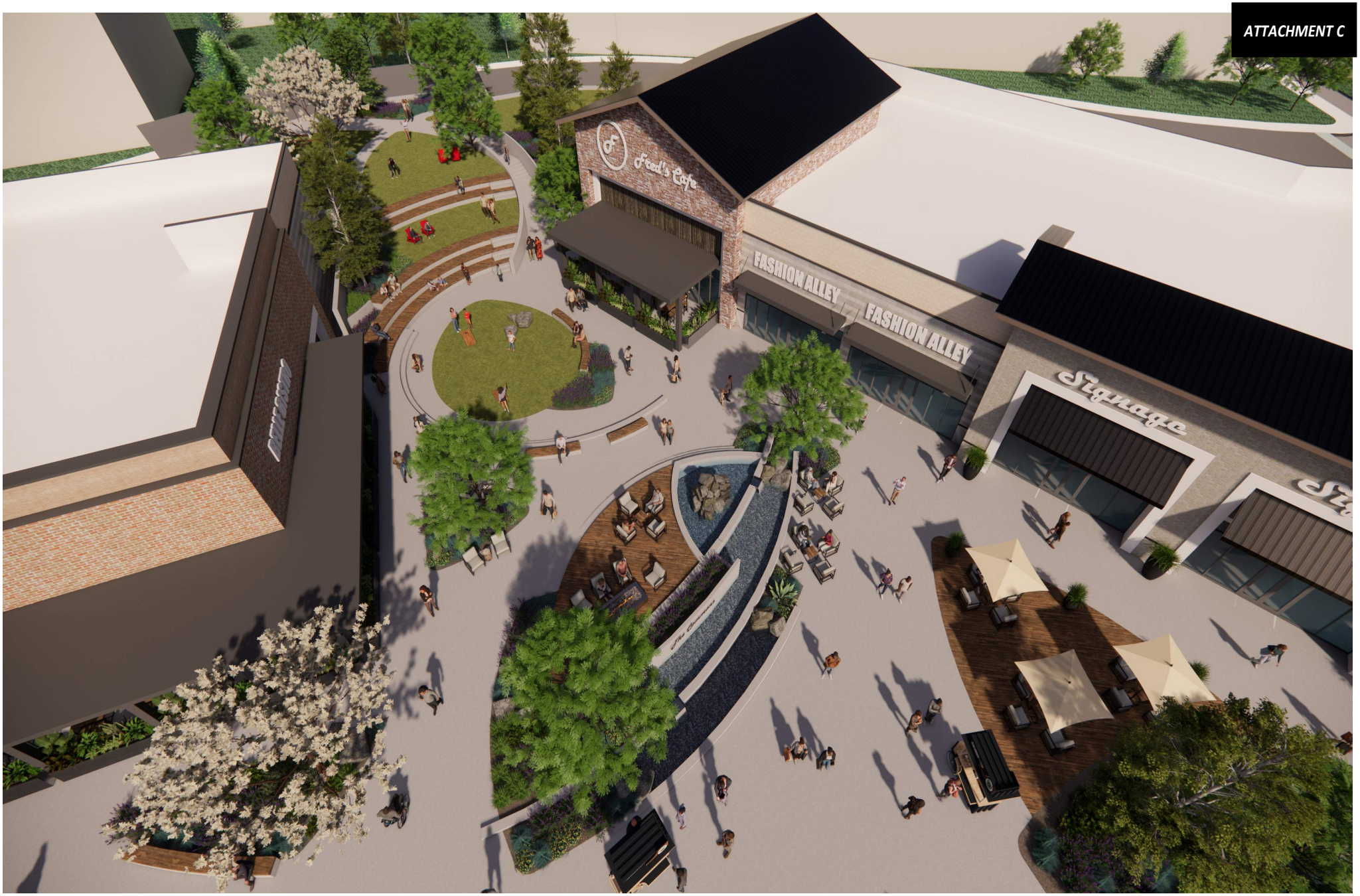
4850 W 13400 S HERRIMAN UT 84096

PLAZA RENDERING

Architecture. Design. Relationships.

Scale	AS SHOWN
Job No.	2024-0498
Date	2024-11-04

ATTACHMENT C



ELEVATED PROPERTY CO.

THE COMMONS _ UTAH

4850 W 13400 S HERRIMAN UT 84096

PLAZA RENDERING

AO Architecture. Design. Relationships.

Scale	AS SHOWN
Job No.	2024-0498
Date	2024-11-04



THE COMMONS
AT HERRIMAN, UTAH

Signage & Wayfinding
Entitlements
September 17, 2024

rsmdesign

CONTENTS

The following pages include diagrammatic massing studies of site signage and conceptual signage locations and quantities. Final design, quantities, and locations will change pending final site conditions. The visual references in the following pages shall be used as a means of identifying the sign types and general parameters around each sign.

This document is not intended for tenants or leasing.



ATTACHMENT D

SITE CONTEXT







ATTACHMENT D

SIGN TYPES

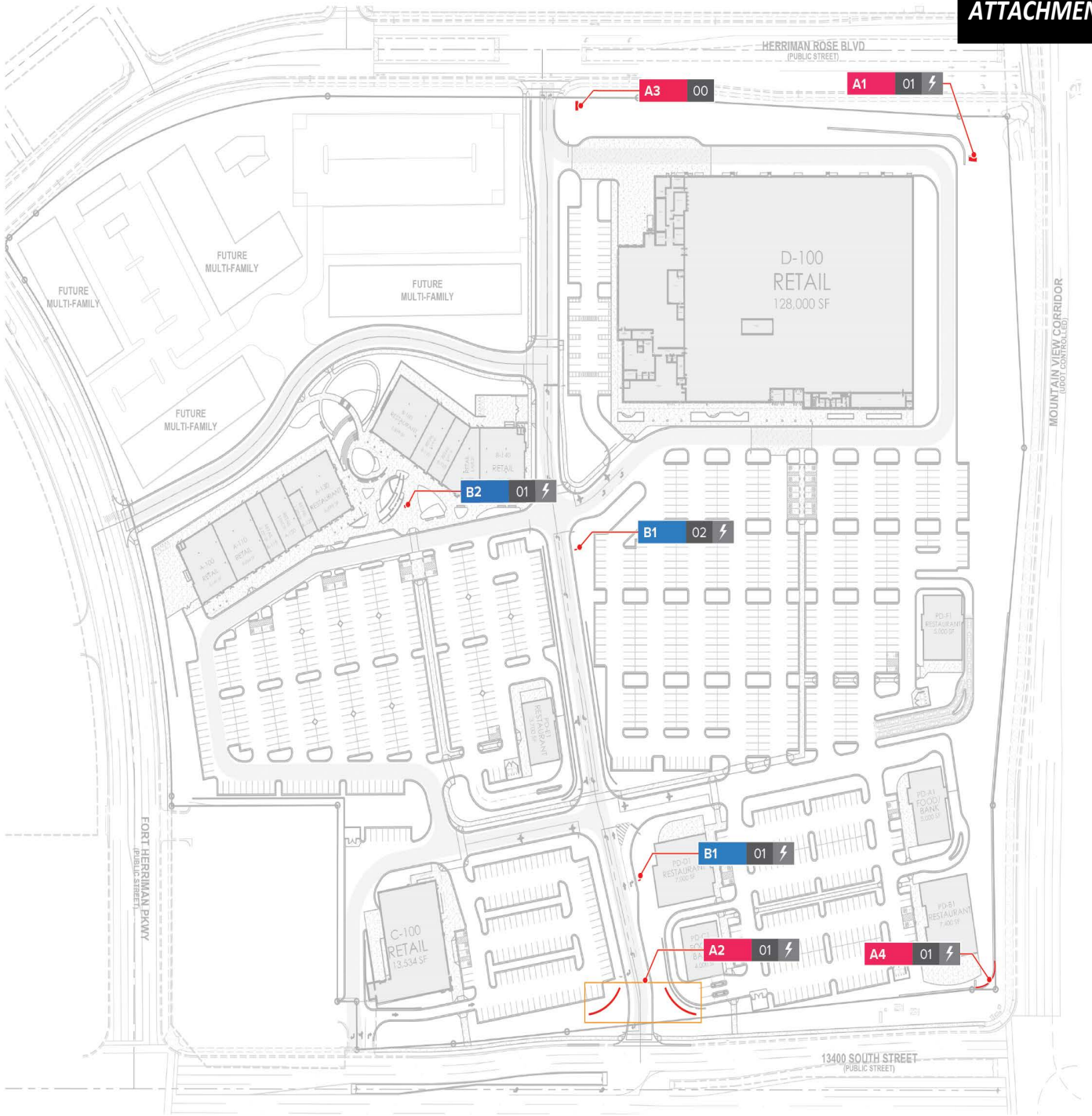
Overview list of sign types and quantities of ground mounted signage only. The sign types shown below are for diagrammatic guidelines only. Final quantities and locations to be determined pending final on-site conditions.

SIGN ID	SIGN TYPE	ESTIMATED QUANTITY	ILLUMINATION	DIGITAL	NOTES/COMMENTS
SITE SIGNAGE					
A1	Multi-Tenant Pylon Sign	1	Internal, External	No	
A2	Entry Monument	1	Internal, External	No	
A3	Multi-tenant Monument	1	Internal, External	No	
A4	Corner Site Identity	1	Internal, External	No	
B1	Vehicular Directional	2	Internal, External	No	
B2	Pedestrian Directory Sign	1	Internal	No	

ATTACHMENT D

SIGNAGE LOCATIONS

SIGN ID	SIGN TYPE
SITE SIGNAGE	
A1	Multi-Tenant Pylon Sign
A2	Entry Monument
A3	Multi-Tenant Monument
A4	Corner Site Identity
B1	Vehicular Directional
B2	Pedestrian Directory Sign



1 Location Plan
Scale : 1" = 150'

N



SIGN TYPE DIAGRAMS

A1 | Multi-Tenant Pylon Sign

ATTACHMENT D

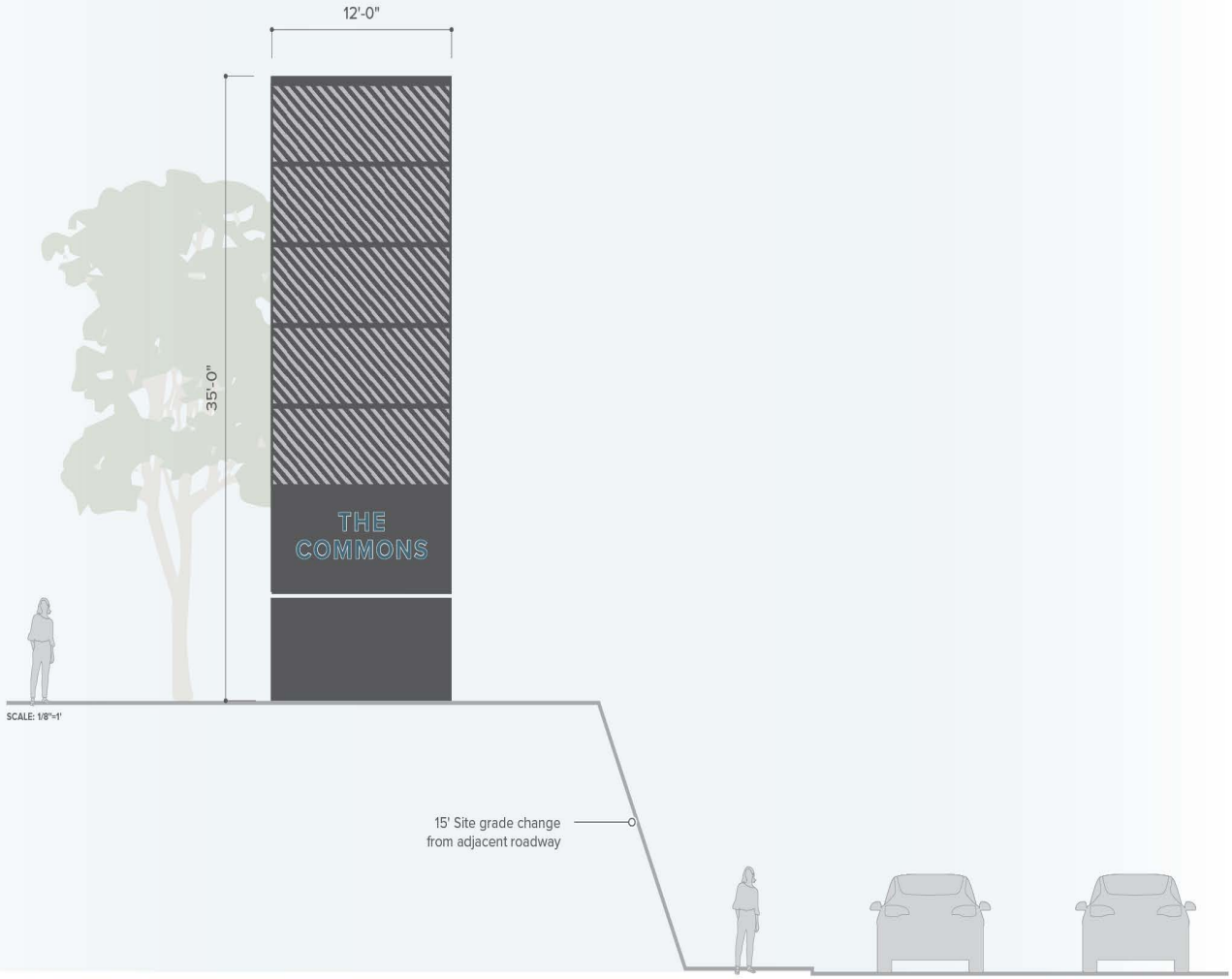
CODE: 10-15G-6: Sign Development Standards
Area: 800sqft
Height: 45' above the average elevation of most adjacent traveled way of Mountain View Corridor

PROPOSED	
Height	35 feet from grade at which sign is located
Area	420 square feet per sign face
Illumination	Internal
Quantity	1 sign per frontage

Above table indicates overall signage maximums. The diagrammatic illustration below is for general visual reference but does not always show signage maximums.







A2 | Entry Monument

ATTACHMENT D

CODE: 10.27.7 Signs Allowed | Planned Center
Area: 200 sqft
Height: 16' above sidewalk grade
Setback: 2'
Quantity: 1 sign per street frontage

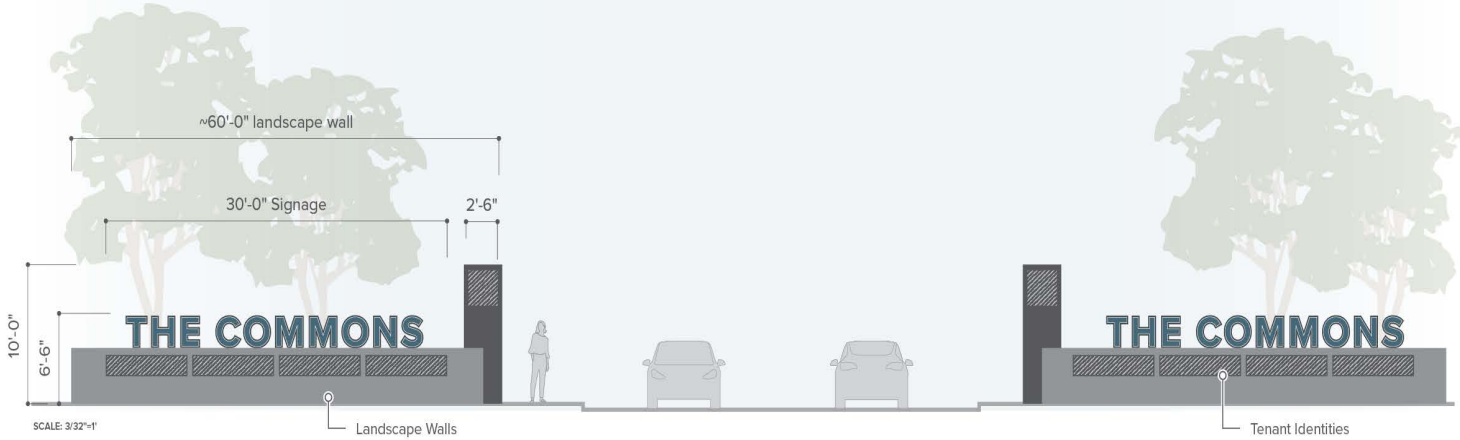
PROPOSED	
Height	10 feet
Area	200 square feet messaging per sign face
Illumination	Internal
Quantity	One sign on either side of the entrance

Above table indicates overall signage maximums. The diagrammatic illustration below is for general visual reference but does not always show signage maximums.









A3 | Multi-Tenant Monument

ATTACHMENT D

CODE: 10.27.7 Signs Allowed | Planned Center
Area: 200 sqft
Height: 16' above sidewalk grade
Setback: 2'
Quantity: 1 sign per street frontage

PROPOSED	
Height	16 feet
Area	100 square feet per sign face
Illumination	Internal
Quantity	1 sign per frontage

Above table indicates overall signage maximums. The diagrammatic illustration below is for general visual reference but does not always show signage maximums.







A4 | Corner Site Identity

ATTACHMENT D

CODE: 10.27.7 Signs Allowed | Planned Center
Area: 200 sqft
Height: 16' above sidewalk grade
Setback: 2'
Quantity: 1 sign per street frontage

PROPOSED	
Height	4'6"
Area	135 square feet messaging per sign face
Illumination	Internal
Quantity	1 sign along Mountain View Corridor

Above table indicates overall signage maximums. The diagrammatic illustration below is for general visual reference but does not always show signage maximums.







ATTACHMENT D

B1 | Vehicular Directional

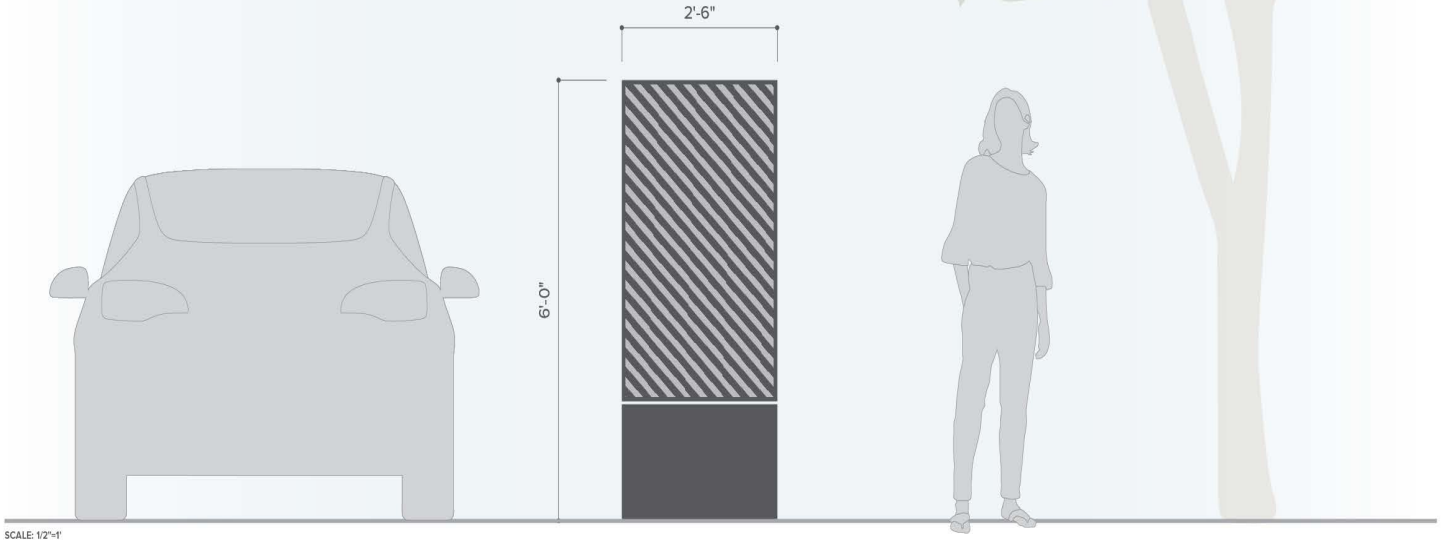
CODE: Not mentioned
Sign is located interior to property

	PROPOSED
Height	6 feet
Area	15 square feet per sign face
Illumination	Internal
Quantity	2 signs interior to property

Above table indicates overall signage maximums. The diagrammatic illustration below is for general visual reference but does not always show signage maximums.







SCALE: 1/2"=1'

ATTACHMENT D

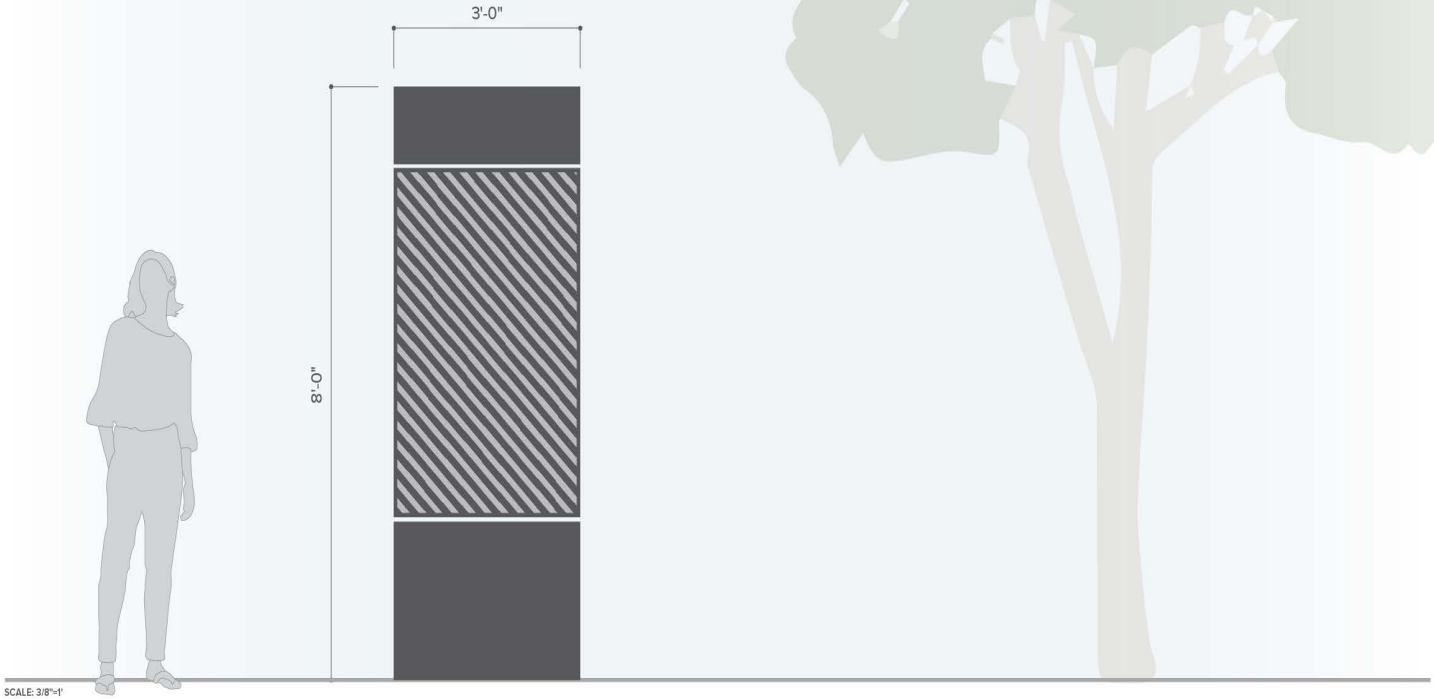
B2 | Pedestrian Directory

CODE: Not mentioned
Sign is located interior to property

PROPOSED	
Height	8 feet
Area	24 square feet per sign face
Illumination	Internal
Quantity	1 sign interior to property

Above table indicates overall signage maximums. The diagrammatic illustration below is for general visual reference but does not always show signage maximums.







PLEASE NOTE

All drawings and written materials appearing herein constitute original and unpublished work of RSM Design Inc. and may not be used or disclosed without written consent of RSM Design Inc.
Some reference images used within this document are for internal use only. RSM Design does not have the copyrights for the various images used and therefore are not to be published or shared.

RESOLUTION NO. [____]

A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN CITY, UTAH, AUTHORIZING THE MAYOR TO EXECUTE A MASTER DEVELOPMENT AGREEMENT WITH ELEVATED ACQUISITIONS, LLC, FOR A PROJECT APPROXIMATELY LOCATED AT 4850 WEST 13400 SOUTH, HERRIMAN.

WHEREAS, the City of Herriman, Utah ("City"), is authorized under Title 10 of the Utah Code to promote and regulate development within its boundaries in a manner that ensures the public health, safety, and welfare; and

WHEREAS, pursuant to Utah Code § 10-9a-102, the City has the authority to enter into development agreements as a tool to implement the goals and policies of the City's general plan and to provide certainty for both the City and developers; and

WHEREAS, the City and Elevated Acquisitions, LLC ("Developer") have negotiated a Master Development Agreement ("Agreement") related to a mixed-use project approximately located at 4850 West 13400 South, Herriman, Utah ("Project"); and

WHEREAS, the Agreement establishes the terms and conditions under which the Project will be developed, including provisions regarding land use regulations, infrastructure improvements, and public benefits; and

WHEREAS, the City Council has provided public notice and conducted a meeting in compliance with the Utah Open and Public Meetings Act, Utah Code § 52-4-101 *et seq.*, to ensure transparency and public input regarding the Agreement; and

WHEREAS, the City Council has determined that entering into the Agreement is in the best interest of the City, will advance the objectives of the City's general plan, and will contribute to the economic and social well-being of the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Herriman, Utah, as follows:

Section 1. Approval of the Master Development Agreement. The City Council hereby approves the Master Development Agreement, attached as **Exhibit A**.

Section 2. Authorization to Execute the Agreement. The Mayor is authorized to execute the Master Development Agreement and any related documents necessary to carry out the intent of the Agreement.

Section 3. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 4. Effective Date. This Resolution shall become effective immediately upon passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Herriman, Utah, this [__] day of December 2024.

APPROVED:

_____

Lorin Palmer
Mayor, City of Herriman, Utah

ATTEST:

_____

Jackie Nostrom
City Recorder

HERRIMAN CITY

STAFF REPORT

DATE: **December 6, 2024**

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: **Consideration of an Impact Fee Agreement with Elevated Acquisitions, LLC. to facilitate infrastructure and site improvements associated with The Commons at Herriman Towne Center Mixed-Use Development Project**

RECOMMENDATION:
Staff recommends that the City Council **approve** the participation agreement.

ISSUE BEFORE COUNCIL:
Should the City Council approve an Impact Fee Agreement with Elevated Acquisitions, LLC for The Commons and Herriman Towne Center Project?

BACKGROUND/SUMMARY:
The Herriman Towne Center (HTC) is a mixed-use master-planned development that was approved in 2009. The HTC master plan has included a commercial development at the corner of 13400 South and Mountain View Corridor. HTC Communities has constructed all of the necessary infrastructure to support the HTC development and is currently in the process of being reimbursed for those improvements using tax increment funding from the HTC Community Development and Renewal Area. As a result, there are no system improvements required to be constructed or funded by The Commons and Herriman Towne Center project.

Historically, the HTC area was considered its own service area for impact fee collection, meaning that any impact fees collected within the HTC area were required to be used in the HTC area. Recent adoptions of impact fees for transportation and water impact fee facility plans have eliminated the HTC service area and just incorporated it into the overall city, but few fees have been collected since most of the HTC area has already been developed.

DISCUSSION:
With the understanding that necessary infrastructure improvements have already been completed and that the developer of The Commons at HTC desires to expedite the construction of their commercial development, this Impact Fee Agreement allows the development to proceed without the requirement to pay transportation, water, storm drain, park, and emergency services impact

fees. In addition to this agreement, the developer is requesting additional incentives from the City which will require approval of separate agreements by the City Council.

ALTERNATIVES:

Option	Pros	Cons
1. Approve the Impact Fee Agreement as written. **RECOMMENDED**	Provides assurance to the developer to proceed with their project.	None
2. Approve the Impact Fee Agreement with changes.	Changes may address an issue that has not yet been contemplated	Could delay the approval of the agreement and the progress of the development.
3. Continue a decision on the agreement to a future meeting.	Could provide additional time to gather data requested by the City Council to make a decision on the agreement.	Delays progress of the development.
4. Deny approval of the agreement.	None identified.	Significantly affect the development of the project.

FISCAL IMPACT:
There is no anticipated impact to the fiscal viability of the City with the approval of this agreement.

ATTACHMENTS
1. Impact Fee Agreement

IMPACT FEE AGREEMENT

This Impact Fee Agreement ("Agreement") is made this _____ day of _____, 2024, by and between **Herriman**, a Utah municipality ("City"), and Elevated Acquisitions, LLC, an Idaho limited liability company ("Developer"). City and Developer may be referred to collectively herein as the "Parties".

Recitals:

A. Developer anticipates constructing a master-planned mixed-use commercial development located at approximately 4850 West 13400 South in Herriman, Utah ("**Project**").

B. All infrastructure considered to be a System Improvement and eligible to be funded with impact fees associated with the Project has been constructed by others.

C. The City desires to encourage the Developer to expedite the construction schedule of the development of the Project.

D. Developer has dedicated or intends to dedicate the Improvements with the underlying real property ("**Real Property**"), where applicable, to the City.

Agreement:

NOW, THEREFORE, in consideration of the premises, covenants, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, agree as follows:

1. **Real Property.** The Developer hereby represents and warrants to the City that it is under contract to become the authorized representative of the fee owner of the Real Property.

2. **Improvements.** At the time of transfer, the Developer will represent and warrant to City that it is the owner of the Improvements and that upon reasonable request, Developer will transfer title of the Improvements to the City, free and clear of all liens and encumbrances.

3. **Condition of Improvements.** Developer has caused or will cause 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 free and clear of all liens, claims, and encumbrances.

4. **Reserved**.

5. **Agency's Obligations.** City will not collect funds for the Project (or any portion thereof), regardless of when constructed, from Developer for the following impact fees:

   (a) Transportation
   (b) Water
   (c) Storm Drain
   (d) Park

6. **Developer's Obligations**. Developer has funded and agrees to fund One hundred percent (100%) of the cost for construction of the Improvements shown on Exhibit "A".

5. **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.

Elevated Acquisitions, LLC
938 13th Street
Hermosa Beach, CA 90254
Email: sean@elevatedpropertyco.com
Phone: 415.595.7751

Attn: Sean Dennison

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, except (i) in conjunction with any financing for the Project or the Property, and (ii) that Developer may sell or similarly dispose of one or more portions of the Project to other parties and, while such parties are not parties to this Agreement, they shall nevertheless enjoy the benefit of the fee waiver set forth in Section 5 hereinabove. Furthermore, City acknowledges that Developer has not yet acquired the Property and that, when Developer does so acquire the Property, it intends to do using an entity that is affiliated with the named Developer entity here and this Agreement is expressly assignable to such party. Finally, any subsequent owner of the Project or Property shall enjoy the benefits hereof. Developer shall tender notice to City of any such transfer and in the event that Developer fails to so tender such notice, City may suspend such further payments under this Agreement until such time as Developer provides the same (whereupon City shall resume payments, including prompt repayment of any monies so suspended).

(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.

[Signature Page Follows]

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

DEVELOPER

ELEVATED ACQUISITIONS, LLC, an Idaho limited liability company

By_____
Its:

State of Utah)
ss.
County of Salt Lake)

On the __ day of _____, _____ personally appeared before me, _____ who duly acknowledged that he executed the within document as the Manager of _____the Manager of _____.

_____
NOTARY PUBLIC

Residing at:_____

Exhibit A

IMPROVEMENTS

ID	Name
1	Survey, Staging Rock, Entrances, Dust Control, Traffic Control, Etc.
2	Earthwork, Excavation, Soil Improvement
3	Retaining Walls
4	Water Infrastructure
5	Sewer Infrastructure
6	Storm Drain
7	Gas
8	Site Concrete
9	Asphalt & Paving
10	Landscape & Irrigation
11	Electrical & Site Lighting
12	Relocation/Removal Rocky Mountain Power - Overhead Lines & Transformers
13	Relocation/Removal of Communication Boxes/Install Sump Pump
14	Removal Enbridge/Questar Gas Lines
15	Traffic Signal 13400 S
16	Center Medians 13400 S
17	Traffic Impact Study, Traffic Signal Design
18	Deceleration Lane at Entrance 13400 S
19	Landscape Center Medians 13200 S
20	Sidewalks Fort Herriman Parkway
21	Water Feature & FF&E

Estimate for Impact Fees

Multifamily

Impact Fee	Units	Rate	Fee Amount	
Traffic Impact Fees	300	$ 2,750.80	$ 825,240.00	
Water	8	$ 54,732.00	$ 437,856.00	
Storm Drain	34.77	$ 4,088.17	$ 142,145.67	This is for the entire project site
Parks Impact Fee	300	$ 3,151.19	$ 945,357.00	
Fire Impact Fees	300	$ 444.08	$ 133,224.00	
Public Safety Impact Fees	300	$ 288.50	$ 86,550.00	

Commercial

Impact Fee	SF	Fee per SF	Fee Amount	
Traffic Impact Fees	215,000	$ 13.33	$ 2,866,726.15	
Water Impact Fees	5	$ 54,732.00	$ 273,660.00	
Fire Impact Fees	215,000	$ 0.27	$ 58,050.00	Not Waived
Public Safety Impact Fees	215,000	$ 0.50	$ 107,500.00	Not Waived
Parks Impact Fee	N/A	N/A		

Total Waived	$	5,710,758.82

HERRIMAN CITY

STAFF REPORT

DATE: **December 6, 2024**

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: **Consideration of a Sales Tax Incentive Agreement with Elevated Acquisitions, LLC. to facilitate infrastructure and site improvements associated with The Commons at Herriman Towne Center Mixed-Use Development Project**

RECOMMENDATION:
Staff recommends that the City Council **approve** the Sales Tax Incentive Agreement.

ISSUE BEFORE COUNCIL:
Should the City Council approve a Sales Tax Incentive Agreement with Elevated Acquisitions, LLC for The Commons and Herriman Towne Center Project?

BACKGROUND/SUMMARY:
The Herriman Towne Center master-planned development was approved by the Herriman City Council in 2009. A variety of uses were included in the approximately 377-acre master plan, including housing, commercial, and civic uses. A major component of the master plan was a "commercial site plan" located at the southeast corner of the project boundary, near 13400 South and Mountain View Corridor. The commercial site plan anticipated "multiple buildings that are not intended to be on individual subdivision lots and include "apartments, shopping centers or similar building developments."

The proposed development includes a plan for approximately 215,000 sq. feet of commercial floor space including a 128,000 big-box retail store, up to 40,000 sq. feet of restaurant space, and 37,000 sq. feet of smaller retail space. The site is currently undeveloped and not generating any sales tax revenue for Herriman.

DISCUSSION:
Herriman will collect sales tax revenue per the local option sales tax model for the State of Utah. The city only has control of the 0.5% of tax collected at the point of sale (POST). This agreement proposes to share half of the POST with the developer per the term or total amount identified in the agreement. This incentive allows the developer to proceed with the project, and

implement a higher standard for buildings, landscaping, site lighting, and other site improvements which will in turn result in a high-quality, desirable commercial development for Herriman. The housing component of the development includes a 10% set aside for moderate-income housing to comply with the State of Utah incentive requirements for commercial developments.

ALTERNATIVES:

Option	Pros	Cons
1. Approve the Sales Tax Incentive Agreement as written. **RECOMMENDED**	Provides assurance to the developer to proceed with the project.	None
2. Approve the Sales Tax Incentive Agreement with changes.	Changes may address an issue that has not yet been contemplated	Could delay the approval of the agreement and the progress of the development.
3. Continue a decision on the agreement to a future meeting.	Could provide additional time to gather data requested by the City Council to make a decision on the agreement.	Delays progress of the development.
4. Deny approval of the agreement.	None identified.	Significantly affect the development of the project.

FISCAL IMPACT:
There is no anticipated impact to the fiscal viability of the City with the approval of this agreement.

ATTACHMENTS
1. Sales Tax Incentive Agreement

SALES TAX AGREEMENT

This Sales Tax Agreement ("Agreement") is between Herriman City, a Utah municipal corporation ("City"), and Elevated Acquisitions, LLC, an Idaho limited liability company("Owner"). This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

Recitals

The Owner owns or has rights to property approximately located at the Northwest corner of the intersection of 13400 South Street and the Mountain View Corridor, more fully described and depicted in **Exhibit A** ("**Property**").

The Owner intends to develop, construct, or operate businesses on the Property, as shown in the project plan attached as **Exhibit B** ("**Project**"), which includes retail and commercial business, and residential housing units.

Therefore, the parties agree as follows:

Agreement

1. **Project Compliance**. Owner certifies that the Project complies with Utah Code § 11-41-103(2)(b).

2. **Project Development**. The Project shall be built in accordance with an executed development agreement, which may occur concurrently with the execution of this Agreement. As a condition precedent to the development of the Project, the Owner shall obtain from the City all permits and approvals necessary for the Project as required by City ordinances, this Agreement, and any other development-related agreement. For the avoidance of doubt, certain portions of the Project may be built by parties other than Owner, but shall nevertheless be considered a part of the Project for the purposes of participation in the programs described herein, while the tax rebate payments shall all be payable to Owner (or its designee).

3. **Sales Tax Incentive**.

   a. Sales occurring within the boundaries of the City are currently subject to a one (1) percent sales tax (the "Local Sales Tax") per Title 59, Chapter 12, Part 2 of the Utah Code, the Local Sales and Use Tax Act, and more particularly

per Utah Code Ann. § 59-12-204. Fifty (50) percent of that one-percent tax, as set forth in § 59-12-205(2)(a)(ii)(A) is based on the transaction occurring within the boundaries of the City and is payable to the City (the "Point-of-Sale Tax" or "POST"). Pursuant to Section 17C-5-204 of the Act, Section 11-13-215 of the Cooperation Act, and the Sales Tax Interlocal Agreement the City has agreed and consented that the Owner shall be paid fifty (50) percent of the POST generated by sales attributable to the Project ("Sales Tax Rebate"). Owner is entitled to receive the Sales Tax Rebate for a period beginning one month after the City issues the first Certificate of Occupancy for a retail commercial use within the Project and ending upon the earlier of twenty (20) years from the Effective Date or Owner has reached the Aggregate Limit (as hereinafter defined).

b. Developer and the Community Development and Renewal Agency of Herriman are parties to that certain Tax Increment Participation Agreement of even date herewith (the "Participation Agreement"), pursuant to which Developer will be entitled to reimbursement of certain costs, which reimbursement shall be made from property tax revenue received within an area therein defined. The parties hereto and the parties to the Participation Agreement have agreed that Developer will be entitled to receive contributions from such agreements in the total amount of the Aggregate Limit (as defined in the Participation Agreement, which the parties agree to be $36,900,466.00, unless either Herriman City or the Agency requests additive change orders to the Improvements or the construction of additional Improvements, whereupon the parties shall modify the Increment Limit to provide for the reimbursement thereof) which Aggregate Limit shall be achieved using a combination of the proceeds due Developer under this Agreement and the Participation Agreement. However, notwithstanding the 20-year term of this Agreement, the parties do hereby agree that Developer would not have been able to undertake the Project absent public participation in an amount equal to the Aggregate Limit, (b) it is possible that the facility providing funding under the will terminate prior to receipt by Developer of the Aggregate Limit, with such event being known as a "Premature Expiry", and (c) in the event of a Premature Expiry, the term will be extended such that Developer will be able to recover an amount hereunder equal to the shortfall between the Aggregate Limit (on the one hand) and total amounts collected under this Agreement and the Participation Agreement (on the other hand).

c. City shall make payment to Owner quarterly after the first Sales Tax Rebate payment is made until the Term is reached.

4. Reserved.

5. **Default and Remedies**. The breach or falsity of any representation or warranty by a party as set forth in this Agreement also constitutes a "Default" under this Agreement following notice and an opportunity to cure as described hereafter. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default as to non-monetary Defaults if such party within thirty (30) days from receipt of such notice promptly, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with due diligence. As to monetary defaults, a cure period of 30 days upon written notice shall apply.

6. **Fee Waivers**. By way of information only, the parties have also agreed to mitigate Project costs pursuant to that certain Impact Fee Agreement of even date herewith by and between Developer and City.

7. **Miscellaneous**.

a. Reserved.

b. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

c. Interlocal. If an interlocal agreement is required for the fulfillment of this Agreement, the parties shall reasonably execute the necessary documents and facilitate the appropriate procedures to ensure the interlocal agreement is executed.

d. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

e. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

f. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given

by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

g. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns.

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

i. Governing Law. 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.

j. Attorney's Fees and Costs. 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.

k. 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. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

l. No Third Party Rights. The obligations of Owner and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

m. Assignment. The Owner may not assign or transfer this Agreement without prior written consent of the City, except in conjunction with any financing for the Project or the Property. Furthermore, City acknowledges that Owner has not yet acquired the Property and that, when Owner does so acquire the Property, it intends to do using an entity that is affiliated with the named Owner entity here and this Agreement is expressly assignable to such party. Finally, pursuant to Subsection 6(k) hereinabove, any subsequent owner of the Project or Property shall enjoy the benefits hereof. Owner shall tender notice to City of any such transfer.

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

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

HERRIMAN CITY

Signature: _____

Print Name: _____

Title: _____

Date: _____

Notice sent to:

Address: _____
Address: _____
Attn: City Recorder _____

OWNER **Notice sent to:**

ELEVATED ACQUISITIONS, LLC,

an Idaho limited liability company

Signature: _____ Address: _____

Print Name: _____ Address: _____

Title: _____

Date: _____

State of _____)

§

County of _____)

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

_____

Notary Public

HERRIMAN CITY

S T A F F R E P O R T

DATE: **December 2, 2024**

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: **Consideration of an Impact Fee Reimbursement Agreement with Rosecrest Communities to reimburse for costs incurred to construct infrastructure improvements associated with the Rosecrest Development – Blake Thomas, Community Development Director**

RECOMMENDATION:
Staff recommends that the City Council **approve** the reimbursement agreement.

ISSUE BEFORE COUNCIL:
Should the City Council approve a reimbursement agreement with Rosecrest Communities to reimburse costs incurred to install system infrastructure improvements?

BACKGROUND/SUMMARY:
Rosecrest is a master planned community that began in the mid-2000s in the southern part of Herriman. Additional acreage was annexed into Herriman in 2009 allowing the Rosecrest development to expand further south and east. The development required infrastructure improvements, however, some of the improvements were required to be upsized to service new and existing developments located outside of the Rosecrest development area. The upsized infrastructure improvements are termed *System Improvements* in Utah State Code, which allows cities to collect impact fees from new development to fund the design and construction of those improvements. Herriman has collected and continues to collect impact fees for roads, water, parks, and stormwater infrastructure. These fees are heavily governed by Utah State Code and fees collected for roads may only be used for roadway system improvements necessitated by new development.

Rosecrest Communities has constructed a considerable amount of system improvements as part of their master-planned development. There are existing reimbursement agreements in place for the improvements, but detail is lacking in many of the agreements, therefore the developer and city have mutually agreed to create a new agreement to provide more clarity on the reimbursement and supersede all previous reimbursement agreements. This proposed impact fee reimbursement agreement will operate in conjunction with a Tax Increment Participation Agreement with the Herriman Community Development and Renewal Agency using tax increment funding from the Herriman Business Center Community Development and Renewal Area (CDRA). Tax increment

funds are much less restricted than impact fee funds and may be used for various infrastructure projects associated with the Rosecrest Development.

DISCUSSION:

Rosecrest Communities has completed $32.9 million of reimbursable infrastructure improvements as part of their master-planned development. Herriman has either offset, waived, and/or reimbursed a total of $9.8 million to date. These funds have come from impact fee funds and tax increment funding from the CDRA. Notwithstanding the previously reimbursed amounts, the total amount eligible for impact fee reimbursement is as follows:

Impact Fee Fund	Amount
Transportation Impact Fees	$13,622,947
Water Impact Fees	$13,151,923
Storm Drain Impact Fees	$5,723,072

The amounts shown in the table are the total amounts eligible for reimbursement from each impact fee fund, however, the total aggregate amount eligible for reimbursement to the developer is $23,090,950 since there have been previous reimbursements made under the old reimbursement agreements. This new agreement clearly identifies the maximum amount eligible for reimbursement and references the Tax Increment Participation Agreement so that both agreements work together to ensure the developer is reimbursed for the costs incurred by completing the design and construction of the improvements without negatively impacting the city. This agreement and the Tax Increment Participation Agreement nullify and replace all old reimbursement agreements with Rosecrest Communities.

ALTERNATIVES:

Alternative	Pros	Cons
1. Approve the agreement as written. **[RECOMMENDED]**	Creates a new agreement that has an identified revenue source and verified total amount to be reimbursed.	None identified.
2. Approve the agreement with conditions.	Conditions may be identified by the City Council that have not been considered by staff that could improve the effectiveness of the agreement.	Could delay execution of the agreement.
3. Continue the item to a future meeting	Could provide additional time to address concerns identified by the City Council.	Could delay execution of the agreement.
4. Deny approval of the reimbursement agreement	None Identified	The city would be required to reimburse per the existing agreements, which are not clear and leave the city vulnerable.

FISCAL IMPACT:

With the creation of a PID for the Panorama and Wasatch developments, impact fee revenues are anticipated to be significantly reduced. An analysis of the reimbursement amount and anticipated revenues from impact fees and tax increment funding is provided in the table below:

Fund	Anticipated Revenue	Obligation	Difference	Comments
Transportation Impact Fee	$ 4,656,660	$13,508,333	$(8,851,673.)	Deficit will paid for by CDA funds
Water Impact Fee	$1,361,021	$9,428,911	$(8,067,890)	Deficit will paid for by CDA funds
Storm Drain Impact Fee	$154,510	$5,370,643	$(5,216,133)	Deficit will paid for by CDA funds
CDA Funds	$27,493,551	$22,135,696[1]	$5,357,855	CDA funds will be enough to fund deficits.

ATTACHMENTS:

A. New Reimbursement Agreement
B. Old Storm Drain Reimbursement Agreement
C. Old Transportation Reimbursement Agreement
D. Old Water Reimbursement Agreement

[1] The CDA Fund Obligation is the sum of the Transportation, Water, and Storm Drain impact fee deficits.

IMPACT FEE REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("**Agreement**") is between Herriman City, a Utah municipal corporation ("**City**"), and Sorenson Legacy Foundation ("**SLF**") and Sorenson Impact Foundation ("**SIF**", and together with SLF, the "**Foundations**") to be effective as of _____, 2024 (the "**Effective Date**").

Background

A. Rosecrest Communities, LLC ("**Rosecrest**") has completed certain development activities (the "**Project**") on property located as part of the Rosecrest Master Planned Community within the City's jurisdiction.

B. The Project is subject to, and governed by, Herriman City Code and the Amended and Restated Master Development Agreement for the Rosecrest Master Planned Community, dated December 18, 2008 (as amended, the "**MDA**").

C. As part of the Project, Rosecrest contracted for, completed and dedicated certain public improvements ("**Project Improvements**"). As a condition of development, the City required certain public infrastructure to be included or upsized ("**System Improvements**"). Project Improvements and System Improvements shall collectively be referred to as "**Improvements**."

D. Pursuant to the Storm Drain Construction Reimbursement Agreement dated July 8, 2016 between Herriman City and Rosecrest Communities, LLC, the Transportation Construction Reimbursement Agreement dated July 8, 2016 between Herriman City and Rosecrest Communities, LLC, and the Water System Reimbursement Agreement dated July 8, 2016 between Herriman City and Rosecrest Communities, LLC (the "**Original Reimbursement Agreements**"), the City agreed to reimburse Rosecrest for costs incurred in providing the System Improvements. Rosecrest has assigned its rights to reimbursement under the Original Reimbursement Agreements to the Foundations.

E. The Foundations and the Herriman Community Development Renewal Agency ("**Agency**") have entered into a Tax Increment Participation Agreement ("**TIF Agreement**") dated _____ ____, 2024.

F. Rosecrest has completed all work that was required under the Original Reimbursement Agreements and the City has agreed and is willing to reimburse the Foundations for costs incurred in providing the System Improvements from impact fees collected by the City as provided in this Agreement.

G. This Agreement replaces in their entirety the Original Reimbursement Agreements.

Therefore, the parties agree as follows:

Agreement

1. **Development Obligations Completed**.

a. The City acknowledges that Rosecrest has constructed and dedicated to the City the Improvements identified in **Exhibit A**, including any real property on which the Improvements are located.

b. The City acknowledges that the Improvements were completed at Rosecrest's sole cost and expense by qualified licensed contractors and in accordance with City standards. The City has accepted ownership of the Improvements, and Rosecrest has provided evidence, satisfactory to the City, that all labor, materials, equipment, and other costs incurred in performing the Improvements have been paid in full and the City has received the Improvements, including any real property, free and clear of all liens and encumbrances.

c. Rosecrest has dedicated all such Improvements and real property to the City in a form acceptable to the City.

2. **Reimbursement**. The total aggregate amount of reimbursement that the Agency and the City shall reimburse to the Foundations under the TIF Agreement and this Agreement is $23,090,950 (the "**Total Reimbursement Amount**"), All amounts payable to the Foundations shall be allocated, and the City shall make all payments hereunder, 7/8ths to SLF and 1/8 to SIF. The City shall make the payments required under this Agreement as follows:

a. On the Effective Date, the City shall pay to the Foundations the sum of $2,656,787.54.

b. The City shall pay all impact fees collected in the area identified in **Exhibit B** to the Foundations until the Total Reimbursement Amount has been paid to the Foundation pursuant to this Agreement and the TIF Agreement. The amounts payable under this Agreement shall not be decreased or delayed by reason of any amounts paid to the Foundations under the TIF Agreement, provided that the total reimbursement provided to the Foundations per the terms of both this Agreement and the TIF Agreement shall not exceed the Total Reimbursement Amount.

3. **Term**. This Agreement shall continue in effect until the Total Reimbursement Amount has been paid to the Foundations.

4. **General Provisions**.

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

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 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.

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 below.

k. *Entire Agreement*. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, regarding the subject of the infrastructure are hereby superseded and merged herein. Notwithstanding the above, the parties acknowledge and agree that this Agreement is one of two agreements entered into between the parties and the Agency related to reimbursement of construction costs incurred by Rosecrest for the construction of improvements on the Property.

l.

m. *Time of Essence*. Time is the essence of this Agreement.

Herriman City

Signature: _____

Name: _____

Title: _____

Date: _____

Attested: _____
City Recorder

SORENSON LEGACY FOUNDATION

By: _____
Its: _____

SORENSON IMPACT FOUNDATION

By: _____

Its: _____

State of Utah)
ss.
County of Salt Lake)

On the __ day of _____, _____ personally appeared before me, _____ who duly acknowledged that he executed the within document as the _____ of Sorenson Legacy Foundation.

_____
NOTARY PUBLIC

Residing at:_____

State of Utah)
ss.
County of Salt Lake)

On the __ day of _____, _____ personally appeared before me, _____ who duly acknowledged that he executed the within document as the _____ of Sorenson Impact Foundation.

_____
NOTARY PUBLIC

Residing at:_____

Exhibit A

List of Projects Eligible for Reimbursement						
Project ID	**Project Name**	**Transportation Impact Fee Eligible Costs**	**Water Impact Fee Eligible Costs**	**Storm Drain Impact Fee Eligible Costs**	**Non Impact Fee Eligible Costs**	**Total Reimbursable Amount**
R-1	Rosecrest Road	$ 1,149,309.87	$ 2,394,073.34	$ 0	$ 0	$ 3,543,383.21
R-2	Autumn Crest Boulevard	$ 4,886,784.10	$ 1,768,644.33	$ 0	$ 0	$ 6,655,428.43
R-3	Real Vista Drive	$ 3,442,174.65	$ 608,812.44	$ 0	$ 0	$ 4,050,987.09
R-4	Juniper Crest Road	$ 4,144,678.74	$ 2,000,592.79	$ 0	$ 0	$ 6,145,271.53
SW-1	Secondary Water Pump Station	$ 0	$ 2,959,800.00	$ 0	$ 0	$ 2,959,800.00
CW-1	Culinary Water Pump Station	$ 0	$ 1,380,000.00	$ 0	$ 0	$ 1,380,000.00
CW-2	Water Tank	$ 0	$ 2,040,000.00	$ 0	$ 0	$ 2,040,000.00
SD-2	Juniper Canyon Storm Drain	$ 0	$ 0	$ 3,675,813.92	$ 0	$ 3,675,813.92
SD-3	SLCC Pond	$ 0	$ 0	$ 2,047,257.58	$ 0	$ 2,047,257.58
SS-1	Plat S Sewer Outfall	$ 0	$ 0	$ 0	$ 416,744.31	$ 416,744.31
					Subtotal of Eligible Reimbursement Costs:	$ 32,914,686.07
					Previously Offset or Reimbursed Transportation Funds:	$ (114,614.00)
					Previously Offset or Reimbursed Water Funds:	$ (3,723,012.18)
					Previously Offset or Reimbursed Storm Drain Funds:	$ (352,429.00)
					Previously Reimbursed Tax Increment Funds from CDA:	$ (5,633,682.00)
					Total Amount Eligible for Reimbursement:	$ 23,090,948.89
					Total Amount Eligible for Reimbursement from Transportation Impact Fees:	$ 13,622,947.36
					Total Amount Eligible for Reimbursement from Water Impact Fees:	$ 13,151,922.90
					Total Amount Eligible for Reimbursement from Storm Drain Impact Fees:	$ 5,723,071.50

Notes:
1-The amounts listed as *Total Amount Eligible for Reimbursement from Impact Fees* represent eligible costs for each restricted fund source
2-Be aware that the *Total Amount Eligible for Reimbursement* is less than the sum of impact fee eligible amounts since funds have also been reimbursed from the CDA tax increment funds.

STORM DRAIN CONSTRUCTION REIMBURSEMENT AGREEMENT

This Storm Drain Construction Reimbursement Agreement (this "Agreement") is made and entered into by and between Herriman City, a Utah municipality (the "City"), and Rosecrest Communities LLC, a Utah limited liability company ("Developer"), to be effective as of July 8, 2016 (the "Effective Date"). City and Developer may sometimes be referred to separately as a "Party" and collectively as the "Parties."

Recitals:

A. City is a Utah municipality with authority under Utah Code §10-9a-101 *et seq.* and other statutes and applicable laws to enter into agreements relating to the development of real property within City's territorial boundaries.

B. Developer owns certain real property located within the City ("Property") and Developer intends to develop the Property (the "Project") and City has determined that the Project is in the best interests of the City and the health, safety, and welfare of its residents. C. The Project will require the installation of certain storm drain improvements. To facilitate development of the Property, Developer is willing to contract for the construction of the storm drain improvements ("Improvements") as depicted in Exhibit "A" and City is willing to reimburse Developer for the costs incurred from storm drain impact fees and tax increment as provided in this Agreement.

Agreement:

NOW, THEREFORE, in consideration of the premises, covenants, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, agree as follows:

1. **City's Obligations**. The City shall remit to and reimburse Developer, on a quarterly basis, in an amount equal to the Reimbursement (defined below) from funds obtained from all the Storm Drain Impact Fees ("Fees") collected by the City in the areas indicated on the map set forth on the attached Exhibit "B". Developer shall receive 100% of the Fees collected by the City from the development of lots within the area noted on Exhibit "B." The City shall make the quarterly Reimbursement payments no later than thirty (30) days after the end of the quarter when such Fees are received by the City. If no funds from the Fees are received in any particular quarter, then no reimbursement to Developer shall be due or payable in that quarter. The Developer and the Community Development and Renewal Agency of Herriman (the "CDA Agency") are entering into an agreement related to payments to the Developer of tax increment funds generated from the Herriman Business Center Community Development Area (the "TIFF Agreement"). The TIFF Agreement shall describe how much payment the Developer shall be entitled to from such tax increment, provided however, Developer shall not be entitled to receive any funds or payments in an aggregate amount that exceed the Reimbursement amount.

2. **Developer's Obligations**. The estimated cost of the Storm Drain System is $2,006,596. Developer agrees to fund One hundred percent (100%) for the actual cost of the construction of the Storm Drain System. The actual cost incurred by Developer that has been approved by City for the Storm Drain System and shall be referred to herein as the "Reimbursement".

3. **Offset Rights.** Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the City may offset against any payments otherwise

due and owing to Developer under this Agreement any amount due and owing to the City by the Developer under this Agreement or not reimburse Developer pursuant to any reimbursement agreements between City and Developer.

4. **Representation and Warranties**.

a. City's Representations and Warranties. City represents, warrants, and agrees as follows as of the Effective Date:

i. City shall diligently and timely collect all fees that it is legally obligated to collect pursuant to this Agreement and City impact fee Ordinances.

ii. City has full power and authority to enter into and perform all obligations under this Agreement and to execute and deliver this Agreement. Any and all hearings, ordinances, warrants, and approvals prerequisite to the execution and delivery of this Agreement have been held, enacted, or granted, and all fully compliance with notices and hearing requirements under applicable law have been achieved.

iii. The City acknowledges and agrees that the improvements and associated costs under this Agreement are estimates based on the Masterplans included in the Development Agreement with the Developer or in the current City's Masterplans. The City further acknowledges and agrees that these Masterplans are conceptual in nature and will require further study and engineering to finalize the improvements to be constructed. The City agrees that it will reimburse the Developer for all of the actual costs associated with completing the improvements. The City also agrees that if it requires the Developer to build additional improvements or dedicate a Right-of-Way larger than is required by the engineering studies that it will pay for those at the time they are constructed.

iv. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule, or regulation applicable to the City or to the City's organizational or governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity or any indebtedness or other obligation of the City.

v. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights. The City will defend the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or that attacks or questions the authority of the City to enter into or perform its obligations hereunder.

b. Developer's Representations and Warranties. Developer represents, warrants, and agrees as follows as of the Effective Date:

i. Developer has the unencumbered right and full authority to enter into this Agreement without the consent or approval of any other person or entity.

ii. Developer is duly organized, validly existing, and in good standing under the laws of Utah;

iii. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule, or regulation applicable to Developer or to the Developer's organizational or governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity or any indebtedness or other obligation of Developer.

iv. This Agreement constitutes a valid and binding obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights.

6. **Miscellaneous Provisions**.

(a) Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah.

(b) Force Majeure. Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

(c) Agreement Binding on Successors. This Agreement shall be binding upon the successors and assignees of City and Developer.

(d) No Modification Except in Writing. This Agreement cannot be modified except in a writing signed by both City and Developer.

(e) Construction. The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

(f) Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(g) Exhibits. Any exhibit referenced herein shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

(h) Validity. Invalidity of any portion or provisions of this Agreement by reason of the laws of Utah or for any other reason shall not render any other provisions or portions of this Agreement invalid.

(i) No Waiver. The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

(j) Counterparts/Facsimile. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed to be an original with

all the counterparts constituting but one and the same instrument. The execution of this Agreement by any Parties hereto will not become effective until counterparts hereof have been executed by all Parties. Additionally, signatures delivered electronically shall bind the undersigned.

(k) Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, regarding the subject of the road infrastructure are hereby superseded and merged herein.

(l) Amendments. No change or addition is to be made to this Agreement, except by a written amendment executed by the Parties.

(m) Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the City to take such action at its discretion. In such event, the City agrees to negotiate in good faith and reach an alternative agreement or solution to meet the original intent of the provision to the maximum extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, this Reimburement Agreement is entered as of the Effective Date.

CITY

HERRIMAN CITY,
a Utah municipality

By _____
Brett geo. Wood, City Manager

ATTEST:

_____
Jackie Nostrom, City Recorder

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

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

The foregoing instrument was acknowledged before me this 8 day of July, 2016, by Brett geo. Wood and Jackie Nostrom, as the City Manager and the City Recorder, respectively, of Herriman City, a Utah municipality.

_____
Notary Public

CINDY M. QUICK
Notary Public State of Utah
My Commission Expires on:
January 26, 2018
Comm. Number: 674361

DEVELOPER

ROSECREST COMMUNITIES LLC,
a Utah limited liability company
By: RE Management, L.L.C.
Its: Manager

By _____
Its: Manager

State of Utah)
ss.
County of Salt Lake)

On the 8 day of JULY, 2016 personally appeared before me, GREG TAYLOR who duly acknowledged that he executed the within document as the Manager RE Management, L.L.C. the Manager of Rosecrest Communities LLC.

Natalie A Tuckett
NOTARY PUBLIC

Residing at: SALT LAKE CITY

NATALIE A. TUCKETT
Notary Public State of Utah
My Commission Expires on:
May 15, 2017
Comm. Number: 664991

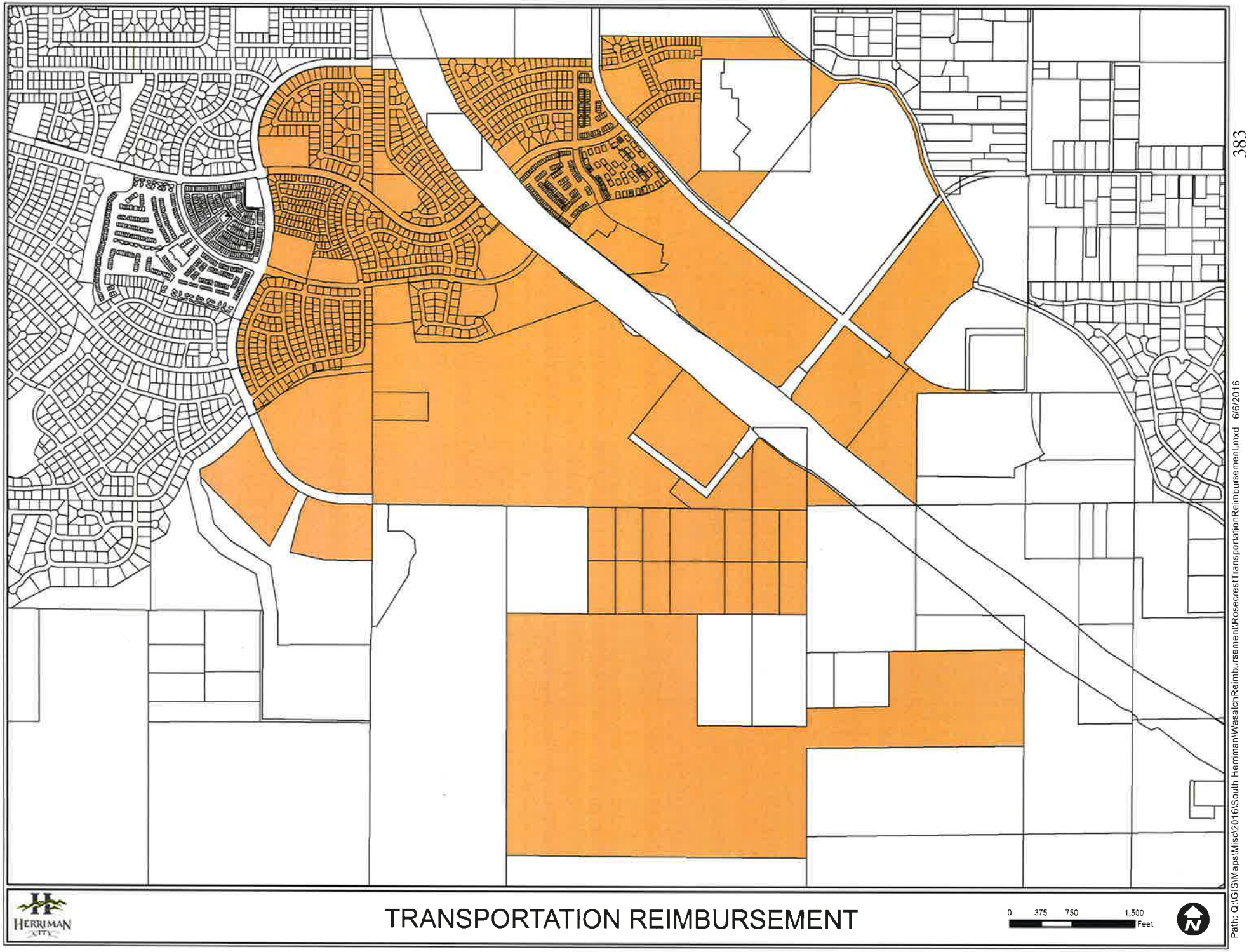
Exhibit A
to
Storm Drain System Construction Payment Agreement

STORM DRAIN SYSTEM

Rose Creek Storm Outfall Channel-Estimated- $117,079

Exhibit B
to
Construction Payment Agreement

MAP DEPICTING REIMBURSEMENT AREA


HERRIMAN
CITY
TRANSPORTATION REIMBURSEMENT
0 375 750 1,500
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TRANSPORTATION CONSTRUCTION REIMBURSEMENT AGREEMENT

This Transportation Construction Reimbursement Agreement (this "Agreement") is made and entered into by and between Herriman City, a Utah municipality (the "City"), and Rosecrest Communities LLC, a Utah limited liability company ("Developer"), to be effective as of July 6, 2016 (the "Effective Date"). City and Developer may sometimes be referred to separately as a "Party" and collectively as the "Parties."

Recitals:

A. City is a Utah municipality with authority under Utah Code §10-9a-101 *et seq.* and other statutes and applicable laws to enter into agreements relating to the development of real property within City's territorial boundaries.

B. Developer owns certain real property located within the City ("Property") and Developer intends to develop the Property (the "Project") and City has determined that the Project is in the best interests of the City and the health, safety, and welfare of its residents. C. The Project will require the installation of certain road improvements. To facilitate development of the Property, Developer is willing to contract for the construction of various roads ("Road System") as depicted in Exhibit "A" and City is willing to reimburse Developer for the costs incurred from transportation impact fees and tax increment as provided in this Agreement.

Agreement:

NOW, THEREFORE, in consideration of the premises, covenants, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, agree as follows:

1. **City's Obligations**. The City shall remit to and reimburse Developer, on a quarterly basis, in an amount equal to the Reimbursement (defined below) from funds obtained from all the Transportation Impact Fees ("Fees") collected by the City in the areas indicated on the attached map set forth on Exhibit "B". Developer shall receive 100% of the Fees collected by the City from the development of lots within the area noted on Exhibit "B." The City shall make the quarterly Reimbursement payments no later than thirty (30) days after the end of the quarter when such Fees are received by the City. If no funds from the Fees are received in any particular quarter, then no reimbursement to Developer shall be due or payable in that quarter. The Developer and the Community Development and Renewal Agency of Herriman (the "CDA Agency") are entering into an agreement related to payments to the Developer of tax increment funds generated from the Herriman Business Center Community Development Area (the "TIFF Agreement"). The TIFF Agreement shall describe how much payment the Developer shall be entitled to from such tax increment, provided however, Developer shall not be entitled to receive any funds or payments in an aggregate amount that exceed the Reimbursement amount.

2. **Developer's Obligations**. The estimated cost of the Road System is $20,777,831. Developer agrees to fund One hundred percent (100%) for the actual cost of the construction of the Road System. The actual cost incurred by Developer that has been approved by City for the Road System and shall be referred to herein as the "Reimbursement".

3. **Offset Rights.** Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the City may offset against any payments otherwise

due and owing to Developer under this Agreement any amount due and owing to the City by the Developer under this Agreement or not reimburse Developer pursuant to any reimbursement agreements between City and Developer.

4. **Representation and Warranties**.

a. City's Representations and Warranties. City represents, warrants, and agrees as follows as of the Effective Date:

i. City shall diligently and timely collect all fees that it is legally obligated to collect pursuant to this Agreement and City impact fee Ordinances.

ii. City has full power and authority to enter into and perform all obligations under this Agreement and to execute and deliver this Agreement. Any and all hearings, ordinances, warrants, and approvals prerequisite to the execution and delivery of this Agreement have been held, enacted, or granted, and all fully compliance with notices and hearing requirements under applicable law have been achieved.

iii. The City acknowledges and agrees that the improvements and associated costs under this Agreement are estimates based on the Masterplans included in the Development Agreement with the Developer or in the current City's Masterplans. The City further acknowledges and agrees that these Masterplans are conceptual in nature and will require further study and engineering to finalize the improvements to be constructed. The City agrees that it will reimburse the Developer for all of the actual costs associated with completing the improvements. The City also agrees that if it requires the Developer to build additional improvements or dedicate a Right-of-Way larger than is required by the engineering studies that it will pay for those at the time they are constructed.

iv. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule, or regulation applicable to the City or to the City's organizational or governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity or any indebtedness or other obligation of the City.

v. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights. The City will defend the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or that attacks or questions the authority of the City to enter into or perform its obligations hereunder.

b. Developer's Representations and Warranties. Developer represents, warrants, and agrees as follows as of the Effective Date:

i. Developer has the unencumbered right and full authority to enter into this Agreement without the consent or approval of any other person or entity.

ii. Developer is duly organized, validly existing, and in good standing under the laws of Utah;

iii. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule, or regulation applicable to Developer or to the Developer's organizational or governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity or any indebtedness or other obligation of Developer.

iv. This Agreement constitutes a valid and binding obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights.

6. **Miscellaneous Provisions**.

(a) Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah.

(b) Force Majeure. Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

(c) Agreement Binding on Successors. This Agreement shall be binding upon the successors and assignees of City and Developer.

(d) No Modification Except in Writing. This Agreement cannot be modified except in a writing signed by both City and Developer.

(e) Construction. The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

(f) Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(g) Exhibits. Any exhibit referenced herein shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

(h) Validity. Invalidity of any portion or provisions of this Agreement by reason of the laws of Utah or for any other reason shall not render any other provisions or portions of this Agreement invalid.

(i) No Waiver. The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

(j) Counterparts/Facsimile. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed to be an original with

all the counterparts constituting but one and the same instrument. The execution of this Agreement by any Parties hereto will not become effective until counterparts hereof have been executed by all Parties. Additionally, signatures delivered electronically shall bind the undersigned.

(k) Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, regarding the subject of the road infrastructure are hereby superseded and merged herein.

(l) Amendments. No change or addition is to be made to this Agreement, except by a written amendment executed by the Parties.

(m) Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the City to take such action at its discretion. In such event, the City agrees to negotiate in good faith and reach an alternative agreement or solution to meet the original intent of the provision to the maximum extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, this Reimburement Agreement is entered as of the Effective Date.

CITY

HERRIMAN CITY,
a Utah municipality

By _____
Brett geo. Wood, City Manager

ATTEST:

_____
Jackie Nostrom, City Recorder

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

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

The foregoing instrument was acknowledged before me this 8 day of July, 2016, by Brett geo. Wood and Jackie Nostrom, as the City Manager and the City Recorder, respectively, of Herriman City, a Utah municipality.

_____
Notary Public

CINDY M. QUICK
Notary Public State of Utah
My Commission Expires on:
January 26, 2018
Comm. Number: 674361

DEVELOPER

ROSECREST COMMUNITIES LLC,
a Utah limited liability company
By: RE Management, L.L.C.
Its: Manager

By _____
Its: Manager

State of Utah)
ss.
County of Salt Lake)

On the 8 day of JULY, 2016 personally appeared before me, GREG TAYLOR who duly acknowledged that he executed the within document as the Manager RE Management, L.L.C. the Manager of Rosecrest Communities LLC.

Natalie A. Tuckett
NOTARY PUBLIC

Residing at: SALT LAKE CITY

NATALIE A. TUCKETT
Notary Public State of Utah
My Commission Expires on:
May 15, 2017
Comm. Number: 664991

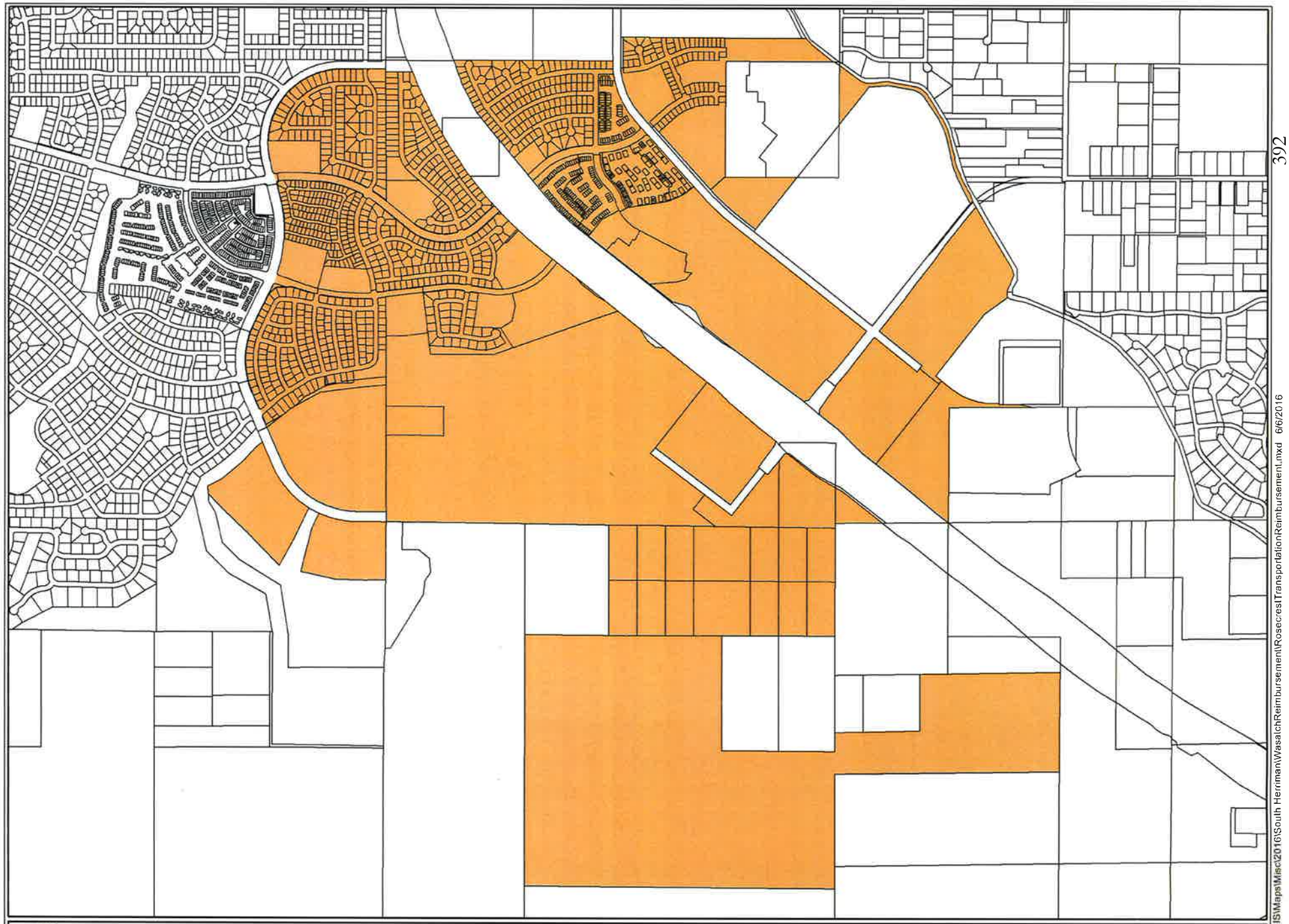
Exhibit A
to
Construction Payment Agreement

ROAD SYSTEM

Rosecrest Road- Actual Costs (not yet approved by City)-$1,512,082
Autumn Crest Blvd-Phase 1- Actual Costs (not yet approved by City)-from our North Boundary to SLCC-$3,238,104
Autumn Crest Blvd-Phase 2- Estimated Costs- from North Boundary of SLCC to Bruin View Drive-$2,570,221
Autumn Crest Blvd- Phase 3- Estimated Costs- from Bruin View Drive to Real Soccer Boundary-$1,714,178
Bruin View Drive- Phase 1- Actual Costs - (not yet approved by City)-$2,316,524
Bruin View Drive Phase 2- Estimated Costs -for Widening the South Half to the SLCC Entrance-$1,193,641
Juniper Crest Blvd Phase 1- Estimated Costs- from Plat S to the Commercial- $5,688,961
Juniper Crest Blvd Phase 2- Estimated Costs- through the Commercial- $2,544,121

Exhibit B
to
Construction Payment Agreement

MAP DEPICTING REIMBURSEMENT AREA


HERRIMAN
CITY
TRANSPORTATION REIMBURSEMENT
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WATER SYSTEM REIMBURSEMENT AGREEMENT

This Water System Reimbursement Agreement (this "Agreement") is made and entered into by and between Herriman City, a Utah municipality (the "City"), and Rosecrest Communities LLC, a Utah limited liability company ("Developer"), to be effective as of July 8, 2016 (the "Effective Date"). City and Developer may sometimes be referred to separately as a "Party" and collectively as the "Parties."

Recitals:

A. City is a Utah municipality with authority under Utah Code §10-9a-101 *et seq.* and other statutes and applicable laws to enter into agreements relating to the development of real property within City's territorial boundaries.

B. Developer owns certain real property located within the City ("Property") and Developer intends to develop the Property (the "Project") and City has determined that the Project is in the best interests of the City and the health, safety, and welfare of its residents.

C. The Project will require the installation of certain water system improvements. To facilitate development of the Property, City is willing to contract for the construction of a water tank and other appurtenance including water lines (collectively the "Water Tank"), construct a secondary water pump station and appurtenance including water lines (collectively the "Secondary Water Pump Station"), and contract for the construction of a culinary pump station and other appurtenances including water lines (collectively the "Culinary Water Pump Station") all as depicted in exhibit "A" and reimburse Developer from water impact fees and tax increment as provided in this Agreement. The Water Tank, Secondary Water Pump Station and Culinary Water Pump Station are collectively referred to as the "Water System."

Agreement:

NOW, THEREFORE, in consideration of the premises, covenants, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, agree as follows:

1. **City's Obligations**.

   (a) Improvements by the City. City has commenced the construction of the Secondary Water Pump Station and will contract (or enter into a reimbursement agreement, construction management agreement or otherwise for such) for the construction of the Water Tank, and Culinary Water Pump Station. The estimated cost of the Secondary Water Pump Station is $4,933,000, the estimated cost of the Water Tank is $3,400,000, and the estimated cost of the Culinary Water Pump Station is $2,300,000. The total estimated cost for all of the Water System related projects is $10,633,000. Sixty percent (60%) of the cost of the Water System will be funded by Developer pursuant to this Agreement and forty percent (40%) of the cost will be funded pursuant to the Wasatch Agreement as referenced to below.

   (b) City shall use its best efforts to conduct all of its construction activities in connection with the Water System so as not to materially interfere with Developer's operations and construction on the Project and City will take all actions reasonably requested by Developer or its contractor to minimize such interference.

(c) The City shall remit to and reimburse Developer, on a quarterly basis, in an amount equal to the Reimbursement (defined below) from funds obtained only from Water Infrastructure Impact Fees ("Fees") collected by the City in the areas indicated and in accordance with the percentages described on the attached exhibit "B" and map. More specifically, exhibit "B" delineates developments built by Developer, Wasatch and developers other than Developer and Wasatch. Developer shall received 100% of the Fees collected by the City from the development of lots within that portion of the map designated as Developer's Property and an additional sixty percent (60%) from properties developed by builders other than Developer and Wasatch. The City shall make the quarterly Reimbursement payments no later than thirty (30) days after the end of the quarter when such Fees were received by the City. If no funds from the Fees are received in any particular quarter, then no reimbursement to Developer shall be due or payable in that quarter. The Developer and the Community Development and Renewal Agency of Herriman (the "CDA Agency") are entering into an agreement related to payments to the Developer of tax increment funds generated from the Herriman Business Center Community Development Area (the "TIFF Agreement"). The TIFF Agreement shall describe how much payment the Developer shall be entitled to from such tax increment funds.

(d) On or before fourteen (14) days from the Effective Date, City shall enter into a companion agreement with Wasatch Development or its affiliate for a funding obligation for the Water System in amount not to exceed four million eight hundred thousand dollars ($4,800,000).

2. **Developer's Obligations**. Developer agrees to fund the construction of the Water System in an amount equal to sixty percent (60%) of the reasonable expenses the City's incurs or has incurred for the construction of Water System, provided that Developer's obligation (such amount being 60% of the expenses incurred by the City) hereunder shall not exceed six million, three-hundred and seventy-nine, eight hundred dollars ($ 6,379,800) ("Reimbursement").

3. **Offset Rights.** Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the City may offset against any payments otherwise due and owing to Developer under this Agreement any amount due and owing to the City by the Developer under this Agreement or not reimburse Developer pursuant to any reimbursement agreements between City and Developer.

4. **Payment to City**. Upon the Effective Date and continuing until completion of the Water System City agrees to invoice ("Invoices") Developer on or before the twenty-fifth (25^{th}) day of each month for the costs actually incurred by the City for the construction of the Water System. Developer's Reimbursement payment shall be paid to the City by the tenth (10^{th}) day of the month following receipt of the Invoice from the City. In addition on or before June 15, 2016, Developer shall pay to the City the amount of $2,959,839.69 (which represents Developers sixty percent obligation related to the $4,933,066.15 already expended by the City). Invoices shall also include a certification attesting to the accuracy of (i) the Reimbursement payment made by Developer for the most recent month, and (ii) the cumulative Reimbursement payments made by Developer since the Effective Date. Notwithstanding anything to the contrary herein Developer agrees to pay any amount due and owning by the City if any amount due pursuant to this Agreement is not paid in full within five (5) days from the date that it is due.

5. **Representation and Warranties**.

a. City's Representations and Warranties. City represents, warrants, and agrees as follows as of the Effective Date:

i. City has access to sufficient amounts of water to serve all of the lots to be developed on the Property and at the time such water is needed by Developer, and/or its successors and assigns, the City shall provide the same, provided however, Developer and/or its successors and assigns shall timely pay to the City all water rights fees imposed by the City.

ii. City shall timely Invoice Developer.

iii. City shall diligently and timely collect all fees that it is legally obligated to collect pursuant to this Agreement and City impact fee Ordinances.

iv. City has full power and authority to enter into and perform all obligations under this Agreement and to execute and deliver this Agreement. Any and all hearings, ordinances, warrants, and approvals prerequisite to the execution and delivery of this Agreement have been held, enacted, or granted, and all fully compliance with notices and hearing requirements under applicable law have been achieved.

v. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule, or regulation applicable to the City or to the City's organizational or governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity or any indebtedness or other obligation of the City.

vi. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights. The City will defend the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or that attacks or questions the authority of the City to enter into or perform its obligations hereunder.

b. Developer's Representations and Warranties. Developer represents, warrants, and agrees as follows as of the Effective Date:

i. Upon receiving City's invoices, Developer shall timely reimburse City according to the terms set forth herein.

ii. Developer has the unencumbered right and full authority to enter into this Agreement without the consent or approval of any other person or entity.

iii. Developer is duly organized, validly existing, and in good standing under the laws of Utah;

iv. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule, or regulation applicable to Developer or to the Developer's organizational or governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity or any indebtedness or other obligation of Developer.

v. This Agreement constitutes a valid and binding obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights.

6. **Miscellaneous Provisions.**

(a) Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah.

(b) Force Majeure. Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

(c) Agreement Binding on Successors. This Agreement shall be binding upon the successors and assignees of City and Developer.

(d) No Modification Except in Writing. This Agreement cannot be modified except in a writing signed by both City and Developer.

(e) Construction. The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

(f) Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(g) Exhibits. Any exhibit referenced herein shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

(h) Validity. Invalidity of any portion or provisions of this Agreement by reason of the laws of Utah or for any other reason shall not render any other provisions or portions of this Agreement invalid.

(i) No Waiver. The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

(j) Counterparts/Facsimile. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed to be an original with all the counterparts constituting but one and the same instrument. The execution of this Agreement by any Parties hereto will not become effective until counterparts hereof have been executed by all Parties. Additionally, signatures delivered electronically shall bind the undersigned.

(k) Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, regarding the subject of the water infrastructure are hereby superseded and merged herein.

(l) Amendments. No change or addition is to be made to this Agreement, except by a written amendment executed by the Parties.

(m) Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the City to take such action at its discretion. In such event, the City agrees to negotiate in good faith and reach an alternative agreement or solution to meet the original intent of the provision to the maximum extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, this Reimbursement Agreement is entered as of the Effective Date.

CITY

HERRIMAN CITY,
a Utah municipality

By _____
Brett geo. Wood, City Manager

ATTEST:

_____
Jackie Nostrom, City Recorder

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

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

The foregoing instrument was acknowledged before me this 8 day of July, 2016, by Brett geo. Wood and Jackie Nostrom, as the City Manager and the City Recorder, respectively, of Herriman City, a Utah municipality.

_____
Notary Public

CINDY M. QUICK
Notary Public State of Utah
My Commission Expires on:
January 26, 2018
Comm. Number: 674361

DEVELOPER

ROSECREST COMMUNITIES LLC,
a Utah limited liability company
By: RE Management, L.L.C.
Its: Manager
By: _____
Its: Manager

State of Utah)
ss.
County of Salt Lake)

On the 8 day of July, 2016 personally appeared before me, GREG TAYLOR who duly acknowledged that he executed the within document as the Manager of Rosecrest Communities LLC.

Natalie A. Tuckett
NOTARY PUBLIC

Residing at: SALT LAKE CITY

NATALIE A. TUCKETT
Notary Public State of Utah
My Commission Expires on:
May 15, 2017
Comm. Number: 664991

Exhibit A
to
Construction Payment Agreement

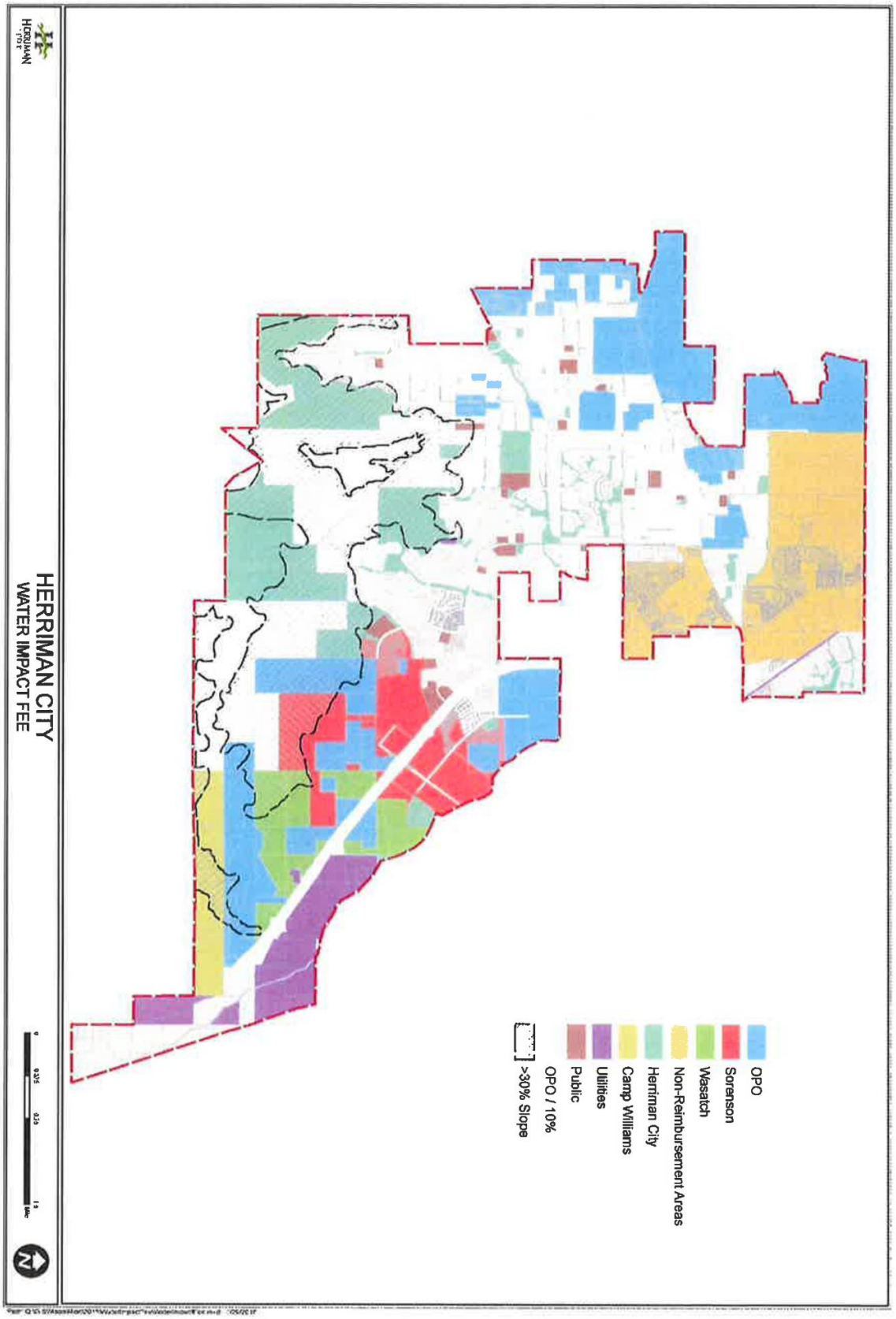
MAP AND LEGAL DESCRIPTION OF THE PROPERTY

Exhibit B
to
Construction Payment Agreement

MAP DEPICTING REIMBURSEMENT PERCENTAGES BY AREA

Exhibit B

MAP DEPICTING WATER IMPACT FEE COLLECTION AREA



HERRIMAN CITY

STAFF REPORT

DATE: December 02, 2024

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Consideration for adoption of a Resolution authorizing the issuance and sale of not more than $20,000,000 aggregate principal amount of Sales & Franchise Tax Revenue Bonds; and related matters

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RECOMMENDATION:
Staff recommends approval of the Resolution

ISSUE BEFORE COUNCIL:
Should the City Council approve the Parameters Resolution as presented?

BACKGROUND/SUMMARY:
As part of the fiscal years 2025 and 2026 budget, a number of projects were contemplated to be funded by bonding. The first step in the process of issuing the bonds is the adoption of a Parameters Resolution, which sets the maximum allowable amount for a number of items related to the bonds.

DISCUSSION:
As part of the fiscal year 2025/2026 budget process, a number of projects were approved to be funded with bond financing. All of these projects arose from previous Master Development Agreement (MDA) or reimbursement agreement obligations. These projects include:

- 6400 West improvements ($13,950,000)*
- 13800 S Roadway ($525,850)*
- Herriman Main St Widening ($1,300,000)*
- Hidden Oaks Open Space Improvements ($4,400,000)
- Dansie Blvd Phase 3 ($1,477,000)*
- Creek Ridge Regional Park Improvements ($2,000,000)
- 11800 South Phase 2 ($3,500,000)
- Creek Ridge Open Space Corridor ($2,250,000)

It is anticipated two bonds will be issued to complete the projects totaling $29,402,850. Those projects with an asterisk (*) are anticipated to be funded with the first bond. However, this is subject to change as plans and project costs are finalized.

The issuance of revenue bonds involves a number of steps. The first step is the adoption of a Parameters Resolution, which sets the maximum amount on a number of items relating to the bonds. These items include:

- Maximum principal amount of the bonds ($20,000,000)
- Number of years to maturity (30)
- Sold at a price not less than 98% of the total principal amount
- Interest rate not to exceed 6%

The parameters also set "Designated Officers" (the Mayor, City Manager, Interim City Manager, and Finance Director) who have the following authority in relation to the bonds:

- Selection of the bond underwriter/purchaser
- Approve the method of sale
- Principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price
- Changes as needed to the Indenture, the 2025 Bonds, Bond Purchase Contract, or any other document needed to conform to the final terms of the Bonds, including error corrections or omissions

It is important to note the parameters set in the Resolution and the maximum amounts allowable for the bonds. As such, it is anticipated most, if not all, of the items included in the parameters Resolution will be less than indicated. For example, the City intends to issue 20-year bonds, not 30. However, it is important to include flexibility in the parameters in case market or City conditions change before the bonds are issued.

The Parameters Resolution also sets a public hearing on January 22, 2025.

ALTERNATIVES:
The City Council may choose to not adopt the Parameters Resolution, or make changes to the Resolution.

FISCAL IMPACT:
The Parameters Resolution contemplates issuing up to $20,000,000 in sales & franchise tax revenue bonds. These bonds (and corresponding debt service payments) have been included in the fiscal year 2025/2026 biennial budget.

ATTACHMENTS:
Parameters Resolution
Fourth Supplemental Indenture
Bond Purchase Contract

Herriman, Utah

December 11, 2024

The City Council ("City Council") of Herriman City, Utah (the "City"), met in regular public session on December 11, 2024, at its regular meeting place in Herriman, Utah at 7:00 p.m. with the following members of the Council present:

Lorin Palmer	Mayor
Jared Henderson	Council Member
Teddy Hodges	Council Member
Sherrie Ohrn	Council Member
Steven Shields	Council Member

Also present:

Kyle Maurer	Director of Finance
Nathan Cherpeski	City Manager
Jackie Nostrom	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this December 11, 2024, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor and recorded in the official records of the City Council. The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $20,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES AND FRANCHISE TAX REVENUE BONDS, SERIES 2025 (THE "SERIES 2025 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2025 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2025 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2025 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2025 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2025 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING; AUTHORIZING AND APPROVING A SUPPLEMENTAL INDENTURE, A BOND PURCHASE CONTRACT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City desires to (a) finance road, park, drainage, and open space improvements throughout the community and all related improvements (the "Project"), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2025 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the City desires to issue the Series 2025 Bonds, to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City, pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) the General Indenture of Trust (the "General Indenture"), under which the City issued prior series of Sales and Franchise Tax Revenue Bonds, and a Fourth Supplemental Indenture of Trust to be entered into in connection with the Series 2025 Bonds (the "Fourth Supplemental Indenture" and together with the General Indenture, the "Indenture"), with such Fourth Supplemental Indenture in substantially the form attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds for project purposes, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to post a Notice of Public Hearing and Bonds to Be Issued in compliance with the Act with respect to the Series 2025 Bonds; and

WHEREAS, pursuant to Sections 11-14-316, and 11-14-318 of the Act, the Notice of Public Hearing and Bonds to Be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the Series 2025 Bonds and (c) initiates a 30-day contestability period in which any person of interest may contest the issuance of the Series 2025 Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase contract (the "Bond Purchase Contract"), in substantially the form attached hereto as Exhibit C to be entered into between the City and the underwriter/purchaser (the "Underwriter/Purchaser") selected by the City; and

WHEREAS, in order to allow the City, in consultation with the City's Municipal Advisor, Zions Public Finance, flexibility in setting the pricing date of the Series 2025 Bonds, the Council desires to grant to any one of the Mayor (including his/her designee or any Mayor pro tem), City Manager, Interim City Manager or the Director of Finance of the City (each a "Designated Officer") the authority to select the Underwriter/Purchaser, approve the method of sale, principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2025 Bonds shall be sold and make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE BE IT RESOLVED by the City Council of Herriman City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project (b) funding a deposit to a debt service reserve fund, if necessary and (c) paying costs of issuance of the Series 2025 Bonds, the City hereby authorizes the issuance of a series of bonds which shall be designated "Herriman City, Utah Sales and Franchise Tax Revenue Bonds, Series 2025" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the aggregate principal amount of not to exceed $20,000,000. The Series 2025 Bonds shall mature in not more than thirty (30) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed six percent (6.00%) per annum, as shall be approved by the Designated Officers all within the Parameters set forth herein.

Section 2. The Fourth Supplemental Indenture and the Bond Purchase Contract, in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Fourth Supplemental Indenture and the Bond Purchase Contract in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The Designated Officers are hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2025 Bonds for and on behalf of the City, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officers or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Fourth Supplemental Indenture, the Series 2025 Bonds, the Bond Purchase Contract or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2025 Bonds (within the Parameters), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Mayor or Designated Officer on behalf of the City of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The form, terms, and provisions of the Series 2025 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder (or any deputy City Recorder, collectively, the "City Recorder") are hereby authorized and directed to execute and seal the Series 2025 Bonds and to deliver said Series 2025 Bonds to the trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 5. The Designated Officers or other appropriate officials of the City are hereby authorized and directed to execute and deliver to the trustee the written order of the City for authentication and delivery of the Series 2025 Bonds in accordance with the provisions of the Indenture.

Section 6. Upon their issuance, the Series 2025 Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Series 2025 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2025 Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 7. The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers (including but not limited to an escrow agreement) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2025 Bonds are delivered by the trustee to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2025 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9. The City shall hold a public hearing on January 22, 2025, to receive input from the public with respect to (a) the issuance of the Series 2025 Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2025 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the

public hearing is posted (a) as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. The City additionally authorizes the publication of such notice pursuant to Sections 11-14-316, and 11-14-318 of the Act as (a) notice of its intent to issue bonds, (b) notice of a public hearing to receive input from the public with respect to the Series 2025 Bonds and (c) the initiation of a 30-day contestability period in which any person of interest may contest the issuance of the Series 2025 Bonds. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City's offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the initial posting thereof. The City directs its officers and staff to post a "Notice of Public Hearing and Bonds to Be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on December 11, 2024, the City Council (the "Council") of Herriman City, Utah (the "City"), adopted a resolution (the "Resolution") authorizing the issuance of the City's Sales and Franchise Tax Revenue Bonds, Series 2025 (the "Series 2025 Bonds"), to be issued in one or more series and with such other series or title designation(s) as may be determined by the City and called a public hearing to receive input from the public with respect to the issuance of the Series 2025 Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City shall hold a public hearing on January 22, 2025, at the hour of 7:00 p.m. at 5355 West Herriman Main Street, Herriman, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2025 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2025 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2025 BONDS

The Series 2025 Bonds will be issued for the purpose of (a) financing road, park, drainage, and open space improvements throughout the community and all related improvements (collectively, the "Project"), (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2025 Bonds.

PARAMETERS OF THE SERIES 2025 BONDS

The City intends to issue the Series 2025 Bonds in the aggregate principal amount of not more than Twenty Million Dollars ($20,000,000), to mature in not more than thirty (30) years from their date or dates, to be sold at a price of not less than ninety-eight percent (98%) of the total principal amount thereof, and to bear interest at a rate or rates not to exceed six percent (6.00%) per annum. The Series 2025 Bonds are to be issued and sold by the City pursuant to the Resolution, including as part of said Resolution a General Indenture of Trust and a Fourth Supplemental Indenture of Trust (together, the "Indenture"), which will be before the Council in substantially final form at the time of the adoption of the Resolution.

REVENUES PROPOSED TO BE PLEDGED

The City proposes to pledge 100% of the (i) local sales and use tax revenues received by the City pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code, (ii) the Municipal Energy Sales and Use Tax revenues received by the City pursuant to Title 10, Chapter 1, Part 3, Utah Code; and (iii) the Telecommunications Franchise Tax revenues received by the City pursuant to Title 10, Chapter 1, Part 4, Utah Code for the payment of the Series 2025 Bonds (the Revenues").

OUTSTANDING BONDS SECURED BY REVENUES

The City currently has $28,744,000 of parity bonds outstanding secured by the revenues.

OTHER OUTSTANDING BONDS OF THE CITY

Information regarding all of the City's outstanding bonds may be found in the City's audited financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreports/s/. For additional information more recent than as of the date of the Financial Report please contact Kyle Maurer, Director of Finance at (801) 446-5323.

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2025 Bonds, if held until maturity is $25,651,731.94.

A copy of the Resolution and the Indenture will be on file in the office of the City Recorder, 5355 West Herriman Main Street, Herriman, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 5:30 p.m., Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Series 2025 Bonds), or the Series 2025 Bonds, or any provision made for the security and payment of the Series 2025 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this December 11, 2024.

/s/ Jackie Nostrom
City Recorder

Section 10. The City hereby reserves the right to opt not to issue the Series 2025 Bonds for any reason.

Section 11. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 12. Upon the issuance of the Series 2025 Bonds, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2025 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 13. The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2025 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2025 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $20,000,000.

APPROVED AND ADOPTED this December 11, 2024.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

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

I, Jackie Nostrom, the undersigned City Recorder of Herriman City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on December 11, 2024, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on December 11, 2024, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was posted no less than fourteen (14) days before the public hearing date (a) as a Class A notice under Section 63G-30-102: (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required by Section 45-1-101, Utah Code.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on December 11, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this December 11, 2024.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Jackie Nostrom, the undersigned City Recorder of Herriman City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the December 11, 2024 public meeting held by the City Council of the City (the "City Council"), as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the 2024 Notice of Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this December 11, 2024.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF FOURTH SUPPLEMENTAL INDENTURE

EXHIBIT C

FORM OF BOND PURCHASE CONTRACT

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____, 2025

between

HERRIMAN CITY, UTAH,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
as Trustee

and supplementing

General Indenture of Trust
Dated as of December 1, 2008

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FOURTH SUPPLEMENTAL INDENTURE OF TRUST

This Fourth Supplemental Indenture of Trust, dated as of _____, 2025, by and between Herriman City, Utah, a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and Zions Bancorporation, National Association, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of December 1, 2008, as previously supplemented (the "General Indenture"), with the Trustee; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act") authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns, or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, the Issuer desires to construct road, park, drainage, and open space improvements throughout the community and all related improvements (the "Series 2025 Project"); and

WHEREAS, to (a) finance the Series 2025 Project, and (b) pay the costs of issuance associated with the issuance of the Series 2025 Bonds herein authorized, the Issuer has determined to issue its Sales and Franchise Tax Revenue Bonds, Series 2025 in the aggregate principal amount of $_____ (the "Series 2025 Bonds"); and

WHEREAS, based upon the information available to the Issuer, the Series 2025 Bonds shall not at any one time exceed an amount for which the average annual installments of principal and interest will exceed eighty percent (80%) of the taxes included in the Revenues received by the Issuer (or would have been received by the Issuer had such taxes been in place) during its fiscal year immediately preceding the fiscal year in which the Series 2025 Bonds will be issued; and

WHEREAS, the Series 2025 Bonds will be authorized, issued, and secured under the General Indenture, as amended and supplemented by this Fourth Supplemental Indenture of Trust (the "Fourth Supplemental Indenture," and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2025 Bonds and of this Fourth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2025 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Fourth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FOURTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2025 Bonds, and all Additional Bonds issued and outstanding under the Indenture, the payment of the principal or redemption price thereof and

interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Fourth Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I
SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Fourth Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"Dated Date" means, with respect to the Series 2025 Bonds, the date of initial issuance and delivery thereof.

"DTC" means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

"Interest Payment Date" means, with respect to the Series 2025 Bonds, each _____ and _____ commencing _____.

"Issuer" means Herriman City, Utah.

"Regular Record Date" means the fifteenth day immediately preceding each Interest Payment Date.

"Series 2025 Bonds" means the Issuer's $_____ Sales and Franchise Tax Revenue Bonds, Series 2025 herein authorized.

"Series 2025 Construction Account" means the account established within the Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2025 Bonds shall be deposited as provided herein.

"Series 2025 Cost of Issuance Account" means the account established pursuant to Section 3.2 hereof.

"Series 2025 Debt Service Reserve Requirement" means [$0].

"Series 2025 Project" means road, park, drainage, and open space improvements throughout the community and all related improvements.

"Underwriter" means _____

ARTICLE II
ISSUANCE OF THE SERIES 2025 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2025 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance all or a portion of the costs of the Series 2025 Project and (ii) pay costs incurred in connection with the issuance of the Series 2025 Bonds. The Series 2025 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, in denominations of $5,000 or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2025 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Sales and Franchise Tax Revenue Bonds, Series 2025."

Section 2.2 Date, Maturities and Interest. The Series 2025 Bonds shall be dated as of the Dated Date, and shall mature on _____ in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless

authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2025 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date (_____)	Principal Amount	Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2025 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2025 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2025 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2025 Bonds.

Section 2.4 Optional Redemption. The Series 2025 Bonds maturing on or prior to _____ are not subject to redemption prior to maturity. The Series 2025 Bonds maturing on or after _____, are subject to redemption at the option of the Issuer on _____, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.5 Delivery of Bonds. The Series 2025 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the [Underwriter/Purchaser] upon payment of the purchase price thereof.

Section 2.6 Designation of Registrar. Zions Bancorporation, National Association, Salt Lake City, Utah or Trustee's Principal Corporate Trust Office, is hereby designated as Registrar for the Series 2025 Bonds, which appointment shall be evidenced by a written acceptance from the Registrar.

Section 2.7 Designation of Paying Agent. Zions Bancorporation, National Association, Salt Lake City, Utah or Trustee's Principal Corporate Trust Office, is hereby designated as Paying Agent for the Series 2025 Bonds, which appointment shall be evidenced by a written acceptance from the Paying Agent.

Section 2.8 Limited Obligation. The Series 2025 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2025 Bonds proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.9 Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.9, the Registered Owner of all Series 2025 Bonds shall be, and the Series 2025 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.9, "DTC"). Payment of the interest on any Series 2025 Bonds shall be made in accordance with the provisions of this Fourth Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2025 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2025 Bonds. Upon initial issuance, the ownership of each such Series 2025 Bonds shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2025 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2025 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2025 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2025 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2025 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2025 Bonds for all purposes whatsoever, including (but not limited to) (1)

payment of the principal or redemption price of, and interest on, each Series 2025 Bonds, (2) giving notices of redemption and other matters with respect to such Series 2025 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2025 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2025 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Fourth Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Fourth Supplemental Indenture, the word "Cede" in this Fourth Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9 and notwithstanding any other provisions of this Fourth Supplemental Indenture, the Series 2025 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2025 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2025 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2025 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2025 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2025 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2025 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2025 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2025 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2025 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2025 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series

2025 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2025 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2025 Bonds certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2025 Bonds.

(iv) Notwithstanding any other provision of this Fourth Supplemental Indenture to the contrary, so long as any Series 2025 Bonds is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2025 Bonds and all notices with respect to such Series 2025 Bonds shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2025 Bonds registered in the name of Cede pursuant to this Fourth Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.10 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2025 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE III
APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2025 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2025 Bonds in the amount of $_____ (being the par amount of the Series 2025 Bonds, plus a reoffering premium of $_____ and less an Underwriter's discount of $_____)

(a) In the Series 2025 Construction Account within the Construction Fund, the amount of $_____ to finance the Series 2025 Project; and

(b) The remaining amount to be deposited into the Series 2025 Cost of Issuance Account to pay costs of issuance.

Section 3.2 Creation and Operation of Series 2025 Cost of Issuance Account. A Series 2025 Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay costs of issuance of the Series 2025 Bonds. Costs of issuance shall be paid by the Trustee from the Series 2025 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request by an Authorized Representative in substantially the form of Exhibit B attached hereto. Any unexpended balances remaining in the Series 2025 Cost of Issuance Account 60 days after delivery of the Series 2025 Bonds shall be paid to the Issuer.

Section 3.3 Disbursements from Series 2025 Construction Account. Disbursements of moneys in the Series 2025 Construction Account shall be made in accordance with the provisions of Section 5.1 of the General Indenture.

Section 3.4 No Series 2025 Debt Service Reserve Account. There shall be no Debt Service Reserve Requirement with respect to the Series 2025 Bonds.

Section 3.5 Series 2025 Bonds as Additional Bonds. The Series 2025 Bonds are issued as Additional Bonds under the Indenture and are on parity with Bonds previously issued and Outstanding under the General Indenture. The Issuer hereby certifies that the following requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2025 Bonds.

(i) No Event of Default has occurred under the Indenture; and

(ii) A certificate has been delivered to the Trustee by an Authorized Representative to the effect that the Revenues for the 12 month period beginning July 1, 2023 and ending June 30, 2024 (within the 24 months immediately preceding the date of issuance of the Series 2025 Bonds) were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Series 2025 Bonds plus (y) the average annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of the Series 2025 Bonds; and

(iii) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument Coverage) the full amount required by the Indenture, if any, to be accumulated therein at such time; and

(iv) The proceeds of the Series 2025 Bonds will be used to finance a Project (including the funding of necessary reserves and the payment of costs of issuance).

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE, SALE OF SERIES 2025 BONDS

Section 4.1 Confirmation of General Indenture. As supplemented by this Fourth Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this Fourth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Fourth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

Section 4.2 Confirmation of Sale of Series 2025 Bonds. The sale of the Series 2025 Bonds to the [Underwriter/Purchaser] as described in Section 3.5 herein is hereby ratified, confirmed and approved.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability. If any provision of this Fourth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Fourth Supplemental Indenture contained, shall not affect the remaining portions of this Fourth Supplemental Indenture, or any part thereof.

Section 5.2 Counterparts. This Fourth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Fourth Supplemental Indenture of Trust to be executed as of the date first above written.

HERRIMAN CITY, UTAH

(SEAL)

By:_____
Mayor

COUNTERSIGN:

_____
City Recorder

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By:_____
Title:

EXHIBIT A

(FORM OF SERIES 2025 BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
HERRIMAN CITY, UTAH
SALES AND FRANCHISE TAX REVENUE BONDS
SERIES 2025

Number R - $_____

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	_____	_____	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS**********

Herriman City, Utah ("Issuer"), a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on _____ and _____ of each year commencing _____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, Salt Lake City, Utah ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated Sales and Franchise Tax Revenue Bonds, Series 2025 (the "Series 2025 Bonds") in the aggregate principal amount of $_____ of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust, dated as of December 1, 2008, and a Fourth Supplemental Indenture of Trust dated as of _____, 2025, each by and between the Issuer and the Trustee, (together, the "Indenture") approved by resolutions of the Issuer adopted on December 11, 2024 and _____, 2025 (collectively, the "Resolutions"), for the purpose of (i) financing road, park, drainage, and open space improvements throughout the community and all related improvements (collectively, the "Series 2025 Project"), and (ii) paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Herriman City, Utah Sales Tax Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues as defined in and more fully described and provided in the Indenture.

The Series 2025 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2025 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2025 Bonds, the terms upon which the Series 2025 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2025 Bonds and on all Series 2025 Bonds authenticated prior to the first Interest Payment Date, shall accrue from the Dated Date specified above. Interest on the Series 2025 Bonds authenticated on or subsequent to the first Interest Payment Date, shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date as of that date; provided, however, that if interest on the Series 2025 Bonds shall be in default, interest on the Series 2025 Bonds issued in exchange for Series 2025 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2025 Bonds surrendered.

The Series 2025 Bonds are subject to optional redemption prior to maturity as provided in the Indenture.

This Series 2025 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the Principal Corporate Trust Offices of Zions Bancorporation, National Association (the "Registrar"), but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Series 2025 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Series 2025 Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Series 2025 Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2025 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that, within the limits provided by law, it will cause to be collected and accounted for sufficient Revenues as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this Series 2025 Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THE SERIES 2025 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE TAXES INCLUDED IN THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2025 BONDS, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2025 BONDS.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2025 Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2025 Bond, together with the issue of which it forms a part,

does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2025 Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Series 2025 Bond is one and all bonds issued on a parity with this Series 2025 Bond.

This Series 2025 Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Series 2025 Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2025 Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)
Mayor

COUNTERSIGN:

(facsimile or manual signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Sales and Franchise Tax Revenue Bonds, Series 2025 of Herriman City, Utah.

Zions Bancorporation, National Association, as Trustee

By:_____(Manual Signature)_____
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

_____
(Social Security or Other Identifying Number of Assignee)

_____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT _____
(Cust.)

Custodian for _____
(Minor)

under Uniform Gifts to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.2 of the Fourth Supplemental Indenture of Trust dated as of _____, 2025, you are hereby authorized to pay the following costs of issuance from the Series 2025 Cost of Issuance Account:

[See Attached Schedule]

_____
AUTHORIZED REPRESENTATIVE,
HERRIMAN CITY, UTAH

COSTS OF ISSUANCE

Series 2025 Bonds

Payee	Purpose	Amount

BOND PURCHASE CONTRACT

HERRIMAN CITY, UTAH

$_____
SALES AND FRANCHISE TAX REVENUE BONDS,
SERIES 2025

_____, 2025

Herriman City, Utah
5355 West Herriman Main Street
Herriman, Utah 84096

Ladies and Gentlemen:

_____, acting on behalf of itself and not as an agent or representative of you (the "Underwriter"), offers to enter into this purchase contract (the "Purchase Contract") with Herriman City, Utah (the "Issuer"), which will be binding upon the Issuer and the Underwriter upon the acceptance hereof by the Issuer. This offer is made subject to its acceptance by the Issuer by execution of this Purchase Contract and its delivery to the Underwriter, on or before 5:00 p.m., Utah time, on the date hereof. All terms used herein and not otherwise defined shall have the meanings given to such terms in the Official Statement (as hereafter defined).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the respective representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to cause to be delivered to the Underwriter, all (but not less than all) of $_____ aggregate principal amount of Herriman City, Utah Sales and Franchise Tax Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). The Series 2025 Bonds will mature in the amounts and on the dates, bear interest at the rates and be subject to redemption as set forth on Exhibit A hereto. The Underwriter will purchase the Series 2025 Bonds for the aggregate purchase price of $_____ (representing the aggregate principal amount of the Series 2025 Bonds plus [original issue] premium of $_____ and less an Underwriter's discount of $_____).

2. Description and Purpose of the Series 2025 Bonds. The Series 2025 Bonds shall be as described in the Official Statement of the Issuer dated _____, 2025, relating to the Series 2025 Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "Official Statement") and shall be issued and secured under and pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"); (b) resolutions of the Issuer adopted on December 11, 2024 and _____,

2025 (together, the "Resolution"), by the City Council of the Issuer (the "City Council") providing for the issuance and sale of the Series 2025 Bonds, and (c) a General Indenture of Trust, dated as of December 1, 2008 (the "General Indenture"), as previously supplemented, and a Fourth Supplemental Indenture of Trust, dated as of _____, 2025 (the "Fourth Supplemental Indenture" and, together with the General Indenture, the "Indenture") between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The proceeds of the sale of the Series 2025 Bonds will be used for the purpose of (i) financing road, park, drainage, and open space improvements throughout the community and all related improvements (the "Series 2025 Project") and (ii) paying costs of issuance with respect to the Series 2025 Bonds.

The Series 2025 Bonds are special obligations of the Issuer payable solely from and secured solely by the Revenues (as defined in the Indenture) and to the extent provided in the Indenture. The Series 2025 Bonds are not general obligations of the Issuer, the State of Utah, or any other political subdivision, and the full faith and credit of the Issuer is not pledged to the payment of the Series 2025 Bonds.

3. Purchase of Bonds. The Underwriter intends to make a bona fide initial public offering of all Bonds. The Underwriter agrees to purchase all the Series 2025 Bonds at the offering prices (or yields) set forth in Exhibit A. Subsequent to the initial purchase, the Underwriter reserves the right to sell or transfer the Series 2025 Bonds to certain dealers and other investors at prices higher or lower than such initial purchase prices.

4. Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2025 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel (defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2025 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2025 Bonds may be taken on behalf of the Issuer by the Issuer's financial advisor, Zions Public Finance, Inc. (the "Financial Advisor"), and any notice or report to be provided to the Issuer may be provided to the Financial Advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2025 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Series 2025 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2025 Bonds of that maturity,

provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2025 Bonds.

(c) The Underwriter confirms that it has offered the Series 2025 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2025 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2025 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5^{th}) business day after the sale date whether it has sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2025 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2025 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2025 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series

2025 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025 Bonds to the public),

(iii) a purchaser of any of the Series 2025 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

5. Compliance with Rule 15c2-12; Use of Documents.

(a) A copy of the Preliminary Official Statement, dated _____. 2025 (the "Preliminary Official Statement"), of the Issuer relating to the Series 2025 Bonds has been provided to the Underwriter by the Issuer.

(b) The Preliminary Official Statement and the Official Statement have been prepared by the Issuer for use by the Underwriter in connection with the public offer, sale and distribution of the Series 2025 Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed "final" by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2025 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 (defined below).

(c) The Issuer hereby authorizes the Underwriter to use and distribute, in connection with any offer and sale of the Series 2025 Bonds: the Official Statement, the Indenture, the Resolution, and the Continuing Disclosure Undertaking (as hereinafter defined), and other documents or contracts to which the Issuer is a party in connection with

the transactions contemplated by this Purchase Contract, including this Purchase Contract and all information contained herein, and all other documents, certificates and statements furnished by the Issuer to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

6. The Closing. At _____ a.m., Utah time, on _____, 2025 (the "Closing Date"), or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will cause to be executed and delivered (i) the Series 2025 Bonds in book-entry form through the facilities of The Depository Trust Company, or its agent, on behalf of the Underwriter and (ii) the closing documents hereinafter mentioned at the offices of Gilmore & Bell, P.C. ("Bond Counsel") in Salt Lake City, Utah, or another place to be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery of the Series 2025 Bonds and pay the purchase price of such Series 2025 Bonds as set forth in Section 1 hereof in immediately available funds to the order of the Issuer. This payment for and delivery of the Series 2025 Bonds, together with the execution and delivery of the aforementioned documents, is herein called the "Closing."

7. Issuer Representations, Warranties and Covenants. The Issuer represents, warrants and covenants to the Underwriter that:

(a) Due Organization, Existence and Authority. The Issuer is a political subdivision of the State of Utah (the "State"), duly organized and validly existing under the laws of the State, with full right, power and authority to execute, deliver and perform its obligations under this Purchase Contract, the Series 2025 Bonds, the Indenture, and the Continuing Disclosure Undertaking (collectively, the "Bond Documents"), and to carry out and consummate the transactions contemplated by the Bond Documents and the Official Statement.

(b) Resolution. The Issuer has and will have on the Closing Date the power and authority to adopt the Resolution, perform its obligations thereunder and collect the Revenues.

(c) Due Authorization and Approval. By all necessary official action of the Issuer, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained or described in the Official Statement, the Bond Documents, and the Resolution and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, the Bond Documents, and the Resolution will constitute the legally valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or affecting creditors' rights generally or by the exercise of judicial discretion in appropriate cases or by limitations on legal remedies against public agencies in the State.

(d) Official Statement Accurate and Complete. The Preliminary Official Statement as of its date and the date of this Purchase Contract, and the Official Statement

is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Official Statement contains, and up to and including the Closing, will contain no misstatement of any material fact and does not, and up to and including the Closing, will not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system).

(e) Underwriter's Consent to Amendments and Supplements to the Official Statement. The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Series 2025 Bonds.

(f) Issuer Agreement to Amend or Supplement the Official Statement. If after the date of this Purchase Contract and until 25 days after the end of the period described in paragraph (f)(2) of Section 240 15c2-12 in Chapter II of Title 17 of the Code of Federal Regulations ("Rule 15c2-12"), any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and, in the reasonable opinion of the Underwriter, an amended or supplemented Official Statement should be delivered in connection with the offers or sales of the Series 2025 Bonds to reflect such event, the Issuer promptly will prepare at its expense an amendment or supplement which will correct such statement or omission and the Issuer shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. The Underwriter hereby agrees to deposit the Official Statement with the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter acknowledges that the end of the period described above will be the date of Closing unless the Underwriter otherwise notifies the Issuer.

If the Official Statement is supplemented or amended pursuant to the paragraph above, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(g) No Material Change in Finances. The Issuer is not aware of the financial statements of or other financial information regarding the Issuer included in the Preliminary Official Statement and the Official Statement containing any untrue statement of a material fact or omitting to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made,

not misleading. Except as otherwise described in the Official Statement, there shall not have been any material adverse changes in the financial condition of the Issuer since the end of the fiscal year of its most recent audited financial report.

(h) No Breach or Default. As of the time of acceptance hereof, (A) the Issuer is not in default, nor has it been in default, as to principal or interest with respect to an obligation issued by the Issuer, and (B) the Issuer is not and will not be, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, a default or event of default under any such instrument; and, as of such time, the authorization, execution and delivery of the Bond Documents, the adoption of the Resolution, and compliance with the provisions of each of such agreements or instruments do not and will not, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Bond Documents.

(i) No Litigation. As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best knowledge of the Issuer after due investigation, threatened (A) in any way questioning the corporate existence of the Issuer or the titles of the officers of the Issuer to their respective offices; (B) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Series 2025 Bonds, or in any way contesting or affecting the validity of the Series 2025 Bonds or the Bond Documents or the Resolution or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Series 2025 Bonds from gross income for federal income tax purposes or contesting the powers of the Issuer to enter into the Bond Documents or to adopt the Resolution; (C) which, except as described in the Official Statement, may result in any material adverse change to the financial condition of the Issuer; or (D) contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto or asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and

there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (A) through (D) of this sentence.

(j) No Prior Liens on Revenues. There are no bonds, notes or other obligations of the Issuer that are secured by a pledge of the Revenues that is prior to the pledge made in favor of the Series 2025 Bonds pursuant to the Indenture. Between the time of acceptance hereof and the Closing Date, the Issuer will not, without the prior written consent of the Underwriter, issue any revenue bonds or securities payable from the Revenues (as defined in the Indenture) other than the Series 2025 Bonds.

(k) Further Cooperation; Blue Sky. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (A) to qualify the Series 2025 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (B) to determine the eligibility of the Series 2025 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2025 Bonds; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(l) Consents and Approvals. All authorizations, approvals, licenses, permits, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with, the Bond Documents or the collection by the Issuer of the Revenues as contemplated in the Official Statement have been duly obtained or made, except as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2025 Bonds.

(m) Deemed Representations. Any certificate signed by any official of the Issuer and delivered to the Underwriter shall be deemed to be a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(n) Delivery of Official Statement. As promptly as practicable after the execution of this Purchase Contract, but in any event no later than the seventh business day after the date of this Purchase Contract, the Issuer shall prepare and deliver to the Underwriter one copy, in "designated electronic format" (as defined in MSRB Rule G-32), of the Official Statement of the Issuer relating to the Bonds, such Official Statement to be in substantially the same form as the Preliminary Official Statement, with only such changes as shall be necessary to reflect the terms of the Series 2025 Bonds or to conform to the provisions of the Bond Documents or as may be approved by the Underwriter (said document, including its cover page and Appendices, is herein called the "Official Statement").

(o) Continuing Disclosure. Except as described in the Official Statement, during the past five years, the Issuer has not failed to comply in any material respect with any continuing disclosure undertaking previously entered into by the Issuer pursuant to Rule 15c2-12 of the Securities and Exchange Commission. The Issuer will undertake, pursuant to a continuing disclosure undertaking (the "Continuing Disclosure Undertaking"), to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12. A form of the Continuing Disclosure Undertaking is set forth in Appendix D to the Official Statement.

8. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and covenants herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations, warranties and covenants of the Issuer contained herein, shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(i) Executed Agreements and Performance Thereunder. At the time of the Closing (A) the Bond Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter, (B) the Resolution and any other resolutions or ordinances as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by the Official Statement and the Bond Documents shall be in full force and effect, (C) the Issuer shall perform or have performed its obligations required or specified in the Bond Documents and the Resolution to be performed at or prior to Closing, and (D) the Official Statement shall not have been supplemented or amended, except pursuant to Paragraphs 7(e)and 7(f) hereof or as otherwise may have been agreed to in writing by the Underwriter.

(ii) No Default. At the time of the Closing, no default, or any event that with the passage of time would be reasonably likely to result in default, shall have occurred or be existing under the Resolution, the Bond Documents, or any other agreement or document pursuant to which any of the Issuer's financial obligations were issued and the Issuer shall not be in default in the payment of principal or interest on any of its financial obligations which default would materially adversely impact the ability of the Issuer to collect the Revenues.

(b) Termination Events. The Underwriter shall have the right to terminate this Purchase Contract, without liability therefor, by written notification to the Issuer if at any time at or prior to the Closing:

(i) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading

in any material respect and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information or the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market for the Series 2025 Bonds; or

(ii) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Series 2025 Bonds which, in the opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds; or

(iii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Series 2025 Bonds is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or

(iv) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2025 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Series 2025

Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(v) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis, or the escalation thereof, the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2025 Bonds as contemplated in the Official Statement; or

(vi) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (A) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Series 2025 Bonds or similar obligations; or (B) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2025 Bonds as contemplated in the Official Statement; or

(vii) a general banking moratorium shall have been declared by federal or New York or State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2025 Bonds as contemplated in the Official Statement; or

(viii) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's Investors Service ("Moody's"), S&P Global Ratings ("S&P"), or Fitch Ratings ("Fitch") of any debt securities issued by the Issuer, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by the Issuer, including the Series 2025 Bonds or the Outstanding Parity Bonds;

(ix) the commencement of any action, suit or proceeding described in Paragraph 7(i) hereof which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Series 2025 Bonds; or

(x) there shall have occurred any change in the affairs or financial condition of the Issuer materially adverse to the Series 2025 Bonds.

(c) Closing Documents. At or prior to the Closing, the Underwriter shall receive with respect to the Series 2025 Bonds the following documents:

(i) Bond Opinion. An approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, dated the date of the Closing and substantially in the form included as Appendix E to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the Issuer may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(ii) Supplemental Bond Counsel Opinion. An opinion and letter of Gilmore & Bell, P.C., as Bond Counsel to the Issuer, addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing substantially to the following effect:

(A) This Purchase Contract has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto is a valid and binding agreement of the Issuer enforceable in accordance with its terms, except that the rights and obligations under the Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State;

(B) The Series 2025 Bonds are exempt securities that do not require registration under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended;

(C) The statements contained in the Official Statement on the cover page and under the captions "THE SERIES 2025 BONDS" (except under the caption "Book-Entry Only System"), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds," "—Additional Bonds," and "TAX MATTERS" and in Appendices C and E thereto, insofar as such statements purport to summarize certain provisions of the Series 2025 Bonds, the Indenture, and Bond Counsel's opinions concerning certain tax matters relating to the Series 2025 Bonds, present a fair and accurate summary of such provisions; and

(iii) Opinion of Counsel to the Issuer. An opinion of the City Attorney for the Issuer, dated the Closing Date, addressed to the Underwriter, the Issuer, the Trustee and to Bond Counsel, in substantially the form set forth in Exhibit B hereto;

(iv) Issuer Certificate. A certificate of the Issuer, dated the date of the Closing, signed on behalf of the Issuer by a duly authorized officer of the Issuer to the effect that:

(A) The representations, warranties and covenants of the Issuer contained in the Purchase Contract are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Issuer has complied with all of the terms and conditions of the Purchase Contract required to be complied with by the Issuer at or prior to the date of the Closing;

(B) No event affecting the Issuer has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system); and

(C) No event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Bond Documents;

(v) Trustee's Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the Trustee satisfactory in form and substance to the Underwriter, to the effect that:

(A) The Trustee is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Indenture;

(B) The Trustee is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture, and assuming due authorization and execution by the other parties thereto, the Indenture is legal, valid and binding upon the Trustee, and enforceable against the Trustee in accordance with its terms;

(C) The Trustee has duly authenticated the Series 2025 Bonds under the Indenture and delivered the Series 2025 Bonds to or upon the order of the Underwriter; and

(D) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is or will be required for the execution and delivery of the Series 2025 Bonds or the consummation by the Trustee of its obligations under the Indenture;

(vi) Official Statement. The Official Statement and each supplement or amendment, if any, thereto;

(vii) Documents. An original executed copy of each of the Bond Documents;

(viii) Resolution. A certified copy of the Resolution;

(ix) IRS Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared for filing;

(x) Tax Certificate. A tax certificate in form satisfactory to Bond Counsel;

(xi) Rating. Evidence from _____ and _____ that the Series 2025 Bonds have been assigned the rating of "[AAA]";

(xii) Continuing Disclosure Undertaking. An executed copy of the Continuing Disclosure Undertaking; and

(xiii) Additional Documents. Such additional certificates, instruments and other documents as the Underwriter may reasonably deem necessary.

If the Issuer shall be unable to satisfy the conditions contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except as further set forth in Section 9 hereof.

9. Expenses. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and disclosure counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; (e) Trustee fees; and (f) the fees of counsel to the Underwriter.

The Underwriter shall pay and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the initial purchase of the Series 2025 Bonds, including any costs or expenses related to CUSIP Service Bureau fees. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Contract.

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2025 Bonds.

10. Notice. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to its address set forth above,

and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to:

_____
_____
_____

11. Entire Agreement. This Purchase Contract, when accepted by the Issuer, shall constitute the entire agreement among the Issuer and the Underwriter with respect to the subject matter hereof and is made solely for the benefit of the Issuer and the Underwriter (including the successors of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All of the representations, warranties and agreements of the Issuer in this Purchase Contract shall remain operative and in full force and effect except as otherwise provided herein, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2025 Bonds.

12. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (a) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (d) the Issuer has consulted its own legal, financial and other advisors to the extent deemed appropriate, and (e) the Issuer received from the Underwriter its letter dated _____ __, 20__, addressed to the Issuer concerning the Underwriter's disclosure obligations relating to the Series 2025 Bonds under MSRB Rule G-17 and the Issuer acknowledged receipt of such letter.

13. Representations, Covenants, and Agreements of the Underwriter. The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted

company for the duration of any contractual arrangement with the Issuer, including this Purchase Contract.

14. Counterparts. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

15. Electronic Signature. Each party hereto acknowledges and agrees that it may execute this Purchase Contract, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

16. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

17. STATE LAW GOVERNS. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS PURCHASE CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.

18. No Assignment. The rights and obligations created by this Purchase Contract shall not be subject to assignment by the Underwriter or the Issuer without the prior written consent of the other party hereto.

_____

_____
[Title]

Accepted as of the date
first stated above

at _____ p.m. MDT

HERRIMAN CITY, UTAH

By_____
Mayor

ATTEST AND COUNTERSIGN:

By_____
City Recorder

EXHIBIT A

Herriman City, Utah

$_____
Sales and Franchise Tax Revenue Bonds, Series 2025

Maturity Date (_____)	Principal Amount	Interest Rate	Price	Yield	Pricing Rule

_____

c [Yield to optional call on _____, ____.]
* [General rule maturities]
[(Note: There were no undersold maturities.)]

EXHIBIT B

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

$_____
HERRIMAN CITY, UTAH
SALES AND FRANCHISE TAX REVENUE BONDS, SERIES 2025

The undersigned, on behalf of _____ (the "Underwriter"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Herriman City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Underwriter hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Issuer and the Underwriter dated _____, 2025 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price.

(a) For purposes of this Certificate the following definitions apply:

"Effective Time" means the time on the Sale Date that the Purchase Contract to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Underwriter has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Schedule A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of

the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Sale Date" means the date of execution of the Purchase Contract.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

(b) The Underwriter represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.

_____

By: _____

Its: _____

SCHEDULE A – [*same as in Bond Purchase Contract*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

EXHIBIT C

FORM OF OPINION OF ISSUER'S COUNSEL

_____, 2025

_____
_____
_____

Zions Bancorporation, National Association
_____
_____

Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah

Re: Herriman City, Utah $_____ Sales and Franchise Tax Revenue Bonds, Series 2025

This opinion is being rendered in connection with the issuance by Herriman City, Utah (the "Issuer") of its $_____ Sales and Franchise Tax Revenue Bonds, Series 2025 (the "Series 2025 Bonds") pursuant to resolutions of the Issuer adopted on December 11, 2024 and _____, 2025 (collectively, the "Resolutions"), and a General Indenture of Trust dated as of December 1, 2008, as previously supplemented, and a Fourth Supplemental Indenture of Trust dated as of _____, 2025 (collectively, the "Indenture"), each between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2025 Bonds are being issued to (a) finance road, park, drainage, and open space improvements throughout the community and all related improvements and (b) pay the costs associated with the issuance of the Series 2025 Bonds.

All defined terms in this opinion shall have the meanings, respectively, as given them in the Indenture, unless expressly given a different meaning in this opinion or unless the context clearly otherwise requires.

I am the duly appointed City Attorney for Herriman City, Utah, and am of the opinion that:

1. The Issuer is a political subdivision, municipal corporation and body politic duly organized and validly existing under the constitution and laws of the State of Utah, with full governmental powers to execute, deliver and perform its obligations under the Indenture, the Bond Purchase Contract dated _____, 2025, entered into by and between the Issuer and _____ (the "Purchase Contract"), and the Continuing Disclosure Undertaking between the Issuer and the Trustee dated as of _____, 2025 (the "Continuing Disclosure Undertaking"). The Series 2025 Bonds, the Indenture, the Continuing Disclosure Undertaking and the Bond Purchase Contract being sometimes collectively referred to herein as the "Bond Documents."

2. The Resolutions have been duly adopted by the Issuer at public meetings of the City Council (at which quorums were present and acting throughout), which were convened

pursuant to public notice thereof given in accordance with the requirements of Utah law, have been duly filed and recorded in the official records and minutes of the Issuer, and remain in full force and effect without change, modification, amendment or rescission as of the date hereof.

3. The Bond Documents have been duly authorized, executed, adopted and delivered by the Issuer and constitute legal and valid obligations of the Issuer enforceable against the Issuer in accordance with their respective terms except that the rights and obligations under the Bond Documents are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah; and the Issuer has full right, power and authority to carry out and consummate all transactions contemplated by the Bond Documents as of the date hereof.

4. The Issuer has taken all action necessary to authorize the execution, delivery, receipt and due performance of such agreements and documents that may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Documents.

5. No additional or further approvals, consents or authorizations of the Issuer are required in connection with the participation by the Issuer in the transactions contemplated by the Bond Documents.

6. The City Council and certain other officers of the Issuer are as set forth in the General Certificate delivered at closing for the Series 2025 Bonds and each of the listed Councilmembers and elected officers has been duly elected and is qualified to hold said position and each of the officers of the Issuer has been duly appointed and is qualified to hold said position.

7. Other than as described in the Indenture, the Issuer does not currently have outstanding any indebtedness or other obligations secured by a lien on the Revenues pledged under the Indenture.

8. The execution and delivery of the Bond Documents do not violate the Constitution or laws of the State of Utah, or any applicable law, rule, order, regulations, licenses or permits of any state or federal government authority or agency to which the Issuer or any of its property is subject or bound, or any court order by which the Issuer or any of its property is or may be bound, and such action does not constitute a material breach of or default under any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Issuer is a party or is bound; and as of the date hereof, no approval or other action by any state governmental authority or agency is required in connection therewith, except such approvals or actions which have heretofore been obtained or taken.

9. The Issuer has duly approved the Preliminary Official Statement dated as of _____, 2025 (the "Preliminary Official Statement") and the Official Statement dated as of _____, 2025 (the "Official Statement"), and authorized their use in connection with the offer and sale of the Series 2025 Bonds, and no facts have come to my attention that would lead me to believe that the Preliminary Official Statement, as of its date and as of the date of the

Purchase Contract, and the Official Statement, as of its date and as of the date hereof, contained or contains an untrue statement of material fact, or omitted or omits to state a material fact, in order to make the statements and information contained therein relating to the Issuer in any material respect not misleading.

10. To the best of my knowledge, there are no legal or governmental proceedings (including any action, suit, proceeding, inquiry or litigation or investigation at law or in equity before or by any court, public board or body, or any governmental or administrative authority or agency) pending, threatened or contemplated (or any basis therefor):

(a) wherein an unfavorable decision, ruling or finding might materially adversely affect the financial condition or operations of the Issuer, or transactions contemplated by the Bond Documents;

(b) challenging in any way the titles of the members of the City Council or the officials of the Issuer or their rights to their respective offices;

(c) seeking to restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds or the execution, delivery and performance of the Bond Documents or the source of payment for the Series 2025 Bonds or the imposition, levy or collection of the taxes included in the Revenues;

(d) directly or indirectly contesting or affecting the authority for or the validity of the Bond Documents or the imposition, levy or collection of the taxes included in the Revenues or moneys to pay the Series 2025 Bonds or the application of the proceeds of the Series 2025 Bonds or any of the transactions referred to in the Bond Documents or contemplated thereby or contesting the authority of the Issuer to enter into or perform its obligations under any of the Bond Documents, or under which a determination adverse to the Issuer would have a material adverse effect upon the financial condition or the revenues of the Issuer, or which, in any manner, questions or affects the right or ability of the Issuer to enter into the Bond Documents or affects in any manner the right or ability of the Issuer to impose, levy and collect the taxes included in the Revenues; or

(e) contesting the creation, organization, existence or powers of the Issuer or its authority to adopt the Resolutions, to issue the Series 2025 Bonds and to execute and deliver the Bond Documents or which would have a material adverse effect on the boundaries of the Issuer.

11. No action, suit, or proceeding is now pending and, to my knowledge, no inquiry, investigation, or litigation of any nature is threatened, that, in either case, questions or in any manner challenges compliance by the Issuer with the Utah Open and Public Meetings Act, Title 52, Chapter 4, Utah Code Annotated 1953, as amended.

Very truly yours,

[City Attorney]