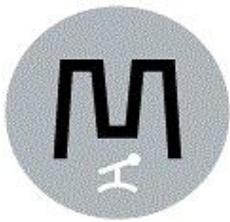




**MURRAY**  
CITY COUNCIL

**Council Meeting**  
**July 1, 2025**



# Murray City Municipal Council

## City Council Meeting Notice

### July 1, 2025

**PUBLIC NOTICE IS HEREBY GIVEN** that the Murray City Municipal Council will hold a City Council meeting beginning at 6:30 p.m. on Tuesday, July 1, 2025 in the Murray City Council Chambers located at Murray City Hall, 10 East 4800 South, Murray, Utah.

The public may view the Council Meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/Murraycityutah/>.

#### Meeting Agenda

**6:30 p.m.**      **Council Meeting** – Council Chambers  
Pam Cotter conducting.

#### **Opening Ceremonies**

Call to Order  
Pledge of Allegiance

#### **Approval of Minutes**

None scheduled.

#### **Citizen Comments**

Comments will be limited to three minutes, step to the microphone, state your name and city of residence, and fill out the required form.

#### **Special Recognition**

None scheduled.

#### **Consent Agenda**

None scheduled.

#### **Public Hearings**

None scheduled.

#### **Business Items**

1. Consider an ordinance amending Chapter 2.68 of the Murray City Municipal Code changing the name of the MCCD Review Committee to the Form Based Code Architectural Review Committee and making minor adjustments to the review committee's duties. Zachary Smallwood presenting.
2. Consider a resolution authorizing the approval of an amendment to the second amended and restated interlocal agreement creating Trans-Jordan Cities dated December 1, 1995. Russ Kakala and Jaren Scott presenting.

#### **Mayor's Report and Questions**

## Adjournment

### NOTICE

Supporting materials are available for inspection on the Murray City website at [www.murray.utah.gov](http://www.murray.utah.gov).

Special accommodations for the hearing or visually impaired will be made upon a request to the office of the Murray City Recorder (801-264-2663). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speaker phone. The speaker phone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.

On Friday, June 27, 2025, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](http://www.murray.utah.gov), and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy  
Council Executive Director  
Murray City Municipal Council



**MURRAY**  
CITY COUNCIL

# Call to Order

# Pledge of Allegiance



**MURRAY**  
CITY COUNCIL

# Citizen Comments

Limited to three minutes, unless otherwise approved by Council



**MURRAY**  
CITY COUNCIL

# Business Items



**MURRAY**  
CITY COUNCIL

# Business Item #1



**MURRAY**

## **Council Action Request**

# **Community and Economic Development**

## **Chapter 2.68 MCCD Review Committee amendments**

### **Council Meeting**

Meeting Date: July 1, 2025

<b>Department Director</b> Chad Wilkinson	<b>Purpose of Proposal</b> Amend the MCCD Review Committee to the Form Based Code Architectural Review Committee (ARC)
<b>Phone #</b> 801-270-2427	<b>Action Requested</b> Ordinance Text Amendment Approval
<b>Presenters</b> Zachary Smallwood	<b>Attachments</b> Proposed Ordinance and Text
<b>Required Time for Presentation</b> 15 minutes	<b>Budget Impact</b> None.
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> The City Council will be considering the adoption of the Form Based Code for the City Center area, replacing the Murray City Center District (MCCD).  As part of that amendment, the MCCD Review Committee is no longer needed. Staff proposes that Chapter 2.68 be renamed to the Form Based Code Architectural Review Committee. This board will be responsible in reviewing applications much like the MCCD Review Committee but with more flexibility in its role.
<b>Mayor's Approval</b>	This includes minor amendments to the duties and membership requirements.
<b>Date</b> January 31, 2018	

ORDINANCE NO. 25-\_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 2.68 OF THE MURRAY CITY MUNICIPAL CODE CHANGING THE NAME OF THE MCCD REVIEW COMMITTEE TO THE FORM BASED CODE ARCHITECTURAL REVIEW COMMITTEE AND MAKING MINOR ADJUSTMENTS TO THE REVIEW COMMITTEE'S DUTIES.

NOW, THEREFORE, be it enacted by the Murray City Municipal Council as follows:

*Section 1. Purpose.* The purpose of this Ordinance is to amend Chapter 2.68 of the Murray City Municipal Code to change the name of the MCCD Review Committee to the Form Based Code Architectural Review Committee and making minor adjustments to the Review Committee's duties.

*Section 2. Amendment to Chapter 2.68 of the Murray City Municipal Code.* Chapter 2.68 of the Murray City Municipal Code shall be amended to read as follows:

**CHAPTER 2.68**  
**MURRAY CITY CENTER ~~DISTRICT~~ FORM BASED CODE ARCHITECTURAL**  
**REVIEW COMMITTEE**

SECTION:

- 2.68.010: Created
- 2.68.020: Membership Terms And Vacancies
- 2.68.030: Duties
- 2.68.040: Organization And Meeting Requirement
- 2.68.050: Compensation

**2.68.010: CREATED:**

The ~~Murray~~ City Center ~~Form Based Code Architectural~~District Review Committee is created. It shall consist of five (5) voting members, all of whom shall be appointed by the Mayor with the advice and consent of the Murray City Council. Three (3) of the members shall be residents of the City; and the two (2) remaining members may reside within or outside the City. The members shall be professionals from the disciplines of architecture, historic preservation, landscape architecture, planning, or engineering, history, archeology or law or other related professional fields. Members may not hold any other office or position in the City administration. (Ord. 22-10: Ord. 16-17)

**2.68.020: MEMBERSHIP TERMS AND VACANCIES:**

Members shall serve for a term of three (3) years and may be removed by the Mayor, with the provision that the first appointment of one member shall be for a term of one year; the first appointment of two (2) members shall be for a term of two (2) years; the

first appointment of the remaining two (2) members shall be for a term of three (3) years; thereafter the members shall be appointed for three (3) year terms and all terms shall expire on January 1. Vacancies occurring through expiration of terms of appointment, death, disability, resignation or removal by the Mayor, if applicable, shall be filled by appointment of the Mayor with the advice and consent of the Murray City Council. Members shall not serve more than three (3) consecutive terms. "Term", as used in this chapter shall mean serving on such advisory board for at least eighteen (18) months. (Ord. 16-17)

#### **2.68.030: DUTIES:**

The committee shall review and recommend modifications to the ~~Murray~~ City Center Form Based Code zone~~District ordinance and design guidelines~~ and all revisions, additions or deletions thereto, to the Murray City Council for adoption. The committee shall meet with applicants seeking a ~~review certificate of appropriateness for major alterations and for~~ new construction within the ~~Murray~~ City Center Form Based Code zone~~District~~. The committee shall review and provide written comment to the City Planning and Zoning Commission regarding approving or denying all proposed applications submitted for ~~review certificates of appropriateness~~. The committee shall ensure that projects within the ~~Murray~~ City Center Form Based Code zone~~District~~ meet the vision and requirements of the ~~District~~code. The committee shall advise officials of the City and other governmental entities regarding the ~~Murray~~ City Center Form Based Code zone~~District~~. (Ord. 16-17)

#### **2.68.040: ORGANIZATION AND MEETING REQUIREMENT:**

The committee shall select a chair and adopt rules for the selection of other officers; the time, place and manner of calling meetings; and such other rules governing the conduct of the committee's business as it deems necessary to fulfill its purposes as provided in this chapter. ~~The committee shall meet at least quarterly.~~ A majority of its members shall constitute a quorum for the consideration of matters before it. (Ord. 22-10: Ord. 16-17)

#### **2.68.050: COMPENSATION:**

Members are not entitled to compensation for service on the committee. Close cooperation between the City and the committee is both expected and anticipated. To the extent that this cooperation can be provided within the framework of the normal course of carrying out the duties of each entity, the cooperation can and will be provided as each entity requests and as each entity can satisfy those requests. (Ord. 16-17)

*Section 3. Effective date.* This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this 1<sup>ST</sup> day of July, 2025.

MURRAY CITY MUNICIPAL COUNCIL

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Pam Cotter, Chair

ATTEST:

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Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Brett A. Hales, Mayor

ATTEST:

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Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance, or a summary hereof, was published according to law on the \_\_\_\_ day of \_\_\_\_\_, 2025.

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Brooke Smith, City Recorder

**CHAPTER 2.68**  
**MURRAY CITY CENTER DISTRICT REVIEW COMMITTEE**

**SECTION:**

2.68.010: Created

2.68.020: Membership Terms And Vacancies

2.68.030: Duties

2.68.040: Organization And Meeting Requirement

2.68.050: Compensation

**2.68.010: CREATED:**

The Murray City Center District Review Committee is created. It shall consist of five (5) voting members, all of whom shall be appointed by the Mayor with the advice and consent of the Murray City Council. Three (3) of the members shall be residents of the City; and the two (2) remaining members may reside within or outside the City. The members shall be professionals from the disciplines of architecture, historic preservation, landscape architecture, planning, engineering, history, archeology or law or other related professional fields. Members may not hold any other office or position in the City administration. (Ord. 22-10: Ord. 16-17)

**2.68.020: MEMBERSHIP TERMS AND VACANCIES:**

Members shall serve for a term of three (3) years and may be removed by the Mayor, with the provision that the first appointment of one member shall be for a term of one year; the first appointment of two (2) members shall be for a term of two (2) years; the first appointment of the remaining two (2) members shall be for a term of three (3) years; thereafter the members shall be appointed for three (3) year terms and all terms shall expire on January 1. Vacancies occurring through expiration of terms of appointment, death, disability, resignation or removal by the Mayor, if applicable, shall be filled by appointment of the Mayor with the advice and consent of the Murray City Council.

Members shall not serve more than three (3) consecutive terms. "Term", as used in this chapter shall mean serving on such advisory board for at least eighteen (18) months. (Ord. 16-17)

**2.68.030: DUTIES:**

## CURRENT CODE

The committee shall recommend modifications to the Murray City Center District ordinance and design guidelines and all revisions, additions or deletions thereto, to the Murray City Council for adoption. The committee shall meet with applicants seeking a certificate of appropriateness for major alterations and new construction within the Murray City Center District. The committee shall review and provide written comment to the City Planning and Zoning Commission regarding approving or denying all proposed applications for certificates of appropriateness. The committee shall ensure that projects within the Murray City Center District meet the vision and requirements of the District. The committee shall advise officials of the City and other governmental entities regarding the Murray City Center District. (Ord. 16-17)

### 2.68.040: ORGANIZATION AND MEETING REQUIREMENT:

The committee shall select a chair and adopt rules for the selection of other officers; the time, place and manner of calling meetings; and such other rules governing the conduct of the committee's business as it deems necessary to fulfill its purposes as provided in this chapter. The committee shall meet at least quarterly. A majority of its members shall constitute a quorum for the consideration of matters before it. (Ord. 22-10: Ord. 16-17)

### 2.68.050: COMPENSATION:

Members are not entitled to compensation for service on the committee. Close cooperation between the City and the committee is both expected and anticipated. To the extent that this cooperation can be provided within the framework of the normal course of carrying out the duties of each entity, the cooperation can and will be provided as each entity requests and as each entity can satisfy those requests. (Ord. 16-17)

## CHAPTER 2.68

MURRAY CITY CENTER FORM BASED CODE ARCHITECTURAL DISTRICT REVIEW  
COMMITTEE

## SECTION:

2.68.010: Created

2.68.020: Membership Terms And Vacancies

2.68.030: Duties

2.68.040: Organization And Meeting Requirement

2.68.050: Compensation

## 2.68.010: CREATED:

The Murray City Center Form Based Code Architectural District Review Committee is created. It shall consist of five (5) voting members, all of whom shall be appointed by the Mayor with the advice and consent of the Murray City Council. Three (3) of the members shall be residents of the City; and the two (2) remaining members may reside within or outside the City. The members shall be professionals from the disciplines of architecture, historic preservation, landscape architecture, planning, or engineering, history, archeology or law or other related professional fields. Members may not hold any other office or position in the City administration. (Ord. 22-10: Ord. 16-17)

## 2.68.020: MEMBERSHIP TERMS AND VACANCIES:

Members shall serve for a term of three (3) years and may be removed by the Mayor, with the provision that the first appointment of one member shall be for a term of one year; the first appointment of two (2) members shall be for a term of two (2) years; the first appointment of the remaining two (2) members shall be for a term of three (3) years; thereafter the members shall be appointed for three (3) year terms and all terms shall expire on January 1. Vacancies occurring through expiration of terms of appointment, death, disability, resignation or removal by the Mayor, if applicable, shall be filled by appointment of the Mayor with the advice and consent of the Murray City Council.

Members shall not serve more than three (3) consecutive terms. "Term", as used in this chapter shall mean serving on such advisory board for at least eighteen (18) months. (Ord. 16-17)

## 2.68.030: DUTIES:

The committee shall review and recommend modifications to the Murray City Center Form Based Code zone~~District ordinance and design guidelines~~ and all revisions, additions or deletions thereto, to the Murray City Council for adoption. The committee shall meet with applicants seeking a review certificate of appropriateness for major alterations and for new construction within the Murray City Center Form Based Code zone~~District~~. The committee shall review and provide written comment to the City Planning and Zoning Commission regarding approving or denying all proposed applications for review certificates of appropriateness. The committee shall ensure that projects within the Murray City Center Form Based Code zone~~District~~ meet the vision and requirements of the code~~District~~. The committee shall advise officials of the City and other governmental entities regarding the Murray City Center Form Based Code zone~~District~~. (Ord. 16-17)

#### 2.68.040: ORGANIZATION AND MEETING REQUIREMENT:

The committee shall select a chair and adopt rules for the selection of other officers; the time, place and manner of calling meetings; and such other rules governing the conduct of the committee's business as it deems necessary to fulfill its purposes as provided in this chapter. The committee shall meet at least quarterly. A majority of its members shall constitute a quorum for the consideration of matters before it. (Ord. 22-10: Ord. 16-17)

#### 2.68.050: COMPENSATION:

Members are not entitled to compensation for service on the committee. Close cooperation between the City and the committee is both expected and anticipated. To the extent that this cooperation can be provided within the framework of the normal course of carrying out the duties of each entity, the cooperation can and will be provided as each entity requests and as each entity can satisfy those requests. (Ord. 16-17)

**CHAPTER 2.68**

**CITY CENTER FORM BASED CODE ARCHITECTURAL REVIEW COMMITTEE**

**SECTION:**

2.68.010: Created

2.68.020: Membership Terms And Vacancies

2.68.030: Duties

2.68.040: Organization And Meeting Requirement

2.68.050: Compensation

**2.68.010: CREATED:**

The City Center Form Based Code Architectural Review Committee is created. It shall consist of five (5) voting members, all of whom shall be appointed by the Mayor with the advice and consent of the Murray City Council. Three (3) of the members shall be residents of the City; and the two (2) remaining members may reside within or outside the City. The members shall be professionals from the disciplines of architecture, historic preservation, landscape architecture, planning, or engineering. Members may not hold any other office or position in the City administration.

**2.68.020: MEMBERSHIP TERMS AND VACANCIES:**

Members shall serve for a term of three (3) years and may be removed by the Mayor, with the provision that the first appointment of one member shall be for a term of one year; the first appointment of two (2) members shall be for a term of two (2) years; the first appointment of the remaining two (2) members shall be for a term of three (3) years; thereafter the members shall be appointed for three (3) year terms and all terms shall expire on January 1. Vacancies occurring through expiration of terms of appointment, death, disability, resignation or removal by the Mayor, if applicable, shall be filled by appointment of the Mayor with the advice and consent of the Murray City Council. Members shall not serve more than three (3) consecutive terms. "Term", as used in this chapter shall mean serving on such advisory board for at least eighteen (18) months. (Ord. 16-17)

**2.68.030: DUTIES:**

The committee shall review and recommend modifications to the City Center Form Based Code zone and all revisions, additions or deletions thereto, to the Murray City Council for

adoption. The committee shall meet with applicants seeking a review for new construction within the City Center Form Based Code zone. The committee shall review and provide written comment to the City Planning and Zoning Commission regarding approving or denying all proposed applications for review. The committee shall ensure that projects within the City Center Form Based Code zone meet the vision and requirements of the code. The committee shall advise officials of the City and other governmental entities regarding the City Center Form Based Code zone. (Ord. 16-17)

**2.68.040: ORGANIZATION AND MEETING REQUIREMENT:**

The committee shall select a chair and adopt rules for the selection of other officers; the time, place and manner of calling meetings; and such other rules governing the conduct of the committee's business as it deems necessary to fulfill its purposes as provided in this chapter. A majority of its members shall constitute a quorum for the consideration of matters before it. (Ord. 22-10: Ord. 16-17)

**2.68.050: COMPENSATION:**

Members are not entitled to compensation for service on the committee. Close cooperation between the City and the committee is both expected and anticipated. To the extent that this cooperation can be provided within the framework of the normal course of carrying out the duties of each entity, the cooperation can and will be provided as each entity requests and as each entity can satisfy those requests. (Ord. 16-17)



**MURRAY**  
CITY COUNCIL

# Business Item #2



**MURRAY**

**Council Action Request**

**Public Works / Solid  
Waste**

**Trans-Jordan Landfill Discussion**

**Committee of the Whole and Council Meeting**

Meeting Date: July 1, 2025

<b>Department Director</b> Russ Kakala	<b>Purpose of Proposal</b> Trans-Jordan Cities and Harriman City.
<b>Phone #</b> 801-270-2404	<b>Action Requested</b> Resolution and approval to the second amendment of the interlocal agreement with Trans Jordan Cities.
<b>Presenters</b> Russ Kakala Jaren Scott	<b>Attachments</b> Resolution, Harriman City Agreement and TJ Interlocal Agreement.
<b>Budget Impact</b> N/A	
<b>Required Time for Presentation</b> 20 Minutes	<b>Description of this Item</b> Committee of the Whole.  Discussion on Harriman City becoming a member of the Trans Jordan Cities entity.
<b>Is This Time Sensitive</b> Yes	Council meeting.
<b>Mayor's Approval</b>  	Consider a resolution authorizing the approval of an amendment to the second amended and restated interlocal agreement creating Trans Jordan Cities dated December 1 1995.
<b>Date</b> June 13, 2025	

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AMENDMENT TO THE  
SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT CREATING  
TRANS-JORDAN CITES DATED DECEMBER 1, 1995.

WHEREAS, Trans-Jordan Cities ("Trans-Jordan") is an interlocal agreement presently with seven municipal members created for the purpose of providing integrated municipal solid waste services for its member cities; and

WHEREAS, such services include providing a repository and dropoff location for household hazardous waste and residential waste services for individual residents who reside within the boundaries of Trans-Jordan; and

WHEREAS, Murray City is a member of Trans-Jordan and utilizes such solid waste facilities and resources; and

WHEREAS, non-member municipalities and other governmental entities and their residents also use these facilities for the disposal of such solid waste; and

WHEREAS, Herriman City is not presently a member of the interlocal agency and has recently expressed its desire to consider becoming a formal member of Trans-Jordan; and

WHEREAS, informal and formal discussions have been held resulting in proposed documents and agreements being exchanged between the entities and the Board of Directors of Trans-Jordan Cities; and

WHEREAS, on or about April 17, 2025, the seven member Trans-Jordan Board unanimously indicated its favorable position to invite and accept Herriman City as a member of the interlocal agreement of Trans-Jordan; and

WHEREAS, Murray City and the other individual member cities have reviewed and/or are considering approval of the proposed Second Amendment to the Interlocal Agreement; and

WHEREAS, said proposal has been reviewed by Murray City and various other city officials and staff members which have made a favorable recommendation to the Murray City Municipal Council that Herriman City be approved as a member of Trans-Jordan and the Amended Interlocal Agreement, attached and incorporated by reference herein, be approved; and

WHEREAS, meetings and other communications have transpired between Trans-Jordan and the various city members which have resulted in a proposed amendment.

NOW THEREFORE, BE IT RESOLVED by the Murray City Municipal Council that:

1. The Amended Interlocal Agreement, in substantially the form presented to the City Council, attached hereto, is approved and authorized.
2. The Mayor is hereby authorized for and on behalf of the City Council to execute and deliver the Amended Interlocal Agreement in substantially the form presented to the City Council.
3. This Resolution shall take effect upon its execution.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council  
this 1<sup>st</sup> Day of July, 2025.

MURRAY CITY MUNICIPAL COUNCIL

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Pam Cotter, Council Chair

ATTEST:

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Brooke Smith, City Recorder

## **ATTACHMENT**

Amended Interlocal Agreement

**DRAFT JUNE 6, 2025**

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**DRAPER CITY, UTAH, HERRIMAN CITY, UTAH, RIVERTON CITY,  
UTAH MIDVALE CITY, UTAH, MURRAY CITY, UTAH, SANDY CITY,  
UTAH, SOUTH JORDAN CITY, UTAH  
WEST JORDAN CITY, UTAH**

**SECOND AMENDED AND RESTATED TRANS-JORDAN CITIES  
INTERLOCAL COOPERATION AGREEMENT  
(Solid Waste Management Facilities)**

December 1, 1995

Adopted June [REDACTED], 2025

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**SECOND AMENDED AND RESTATED TRANS-JORDAN CITIES  
INTERLOCAL COOPERATION AGREEMENT  
(LANDFILL FACILITIES)**

This Second Amended and Restated Interlocal Cooperation Agreement (the "*Agreement*") is dated as of June [REDACTED], 2025, and is among:

- (1) Draper City, Utah,
- (2) Herriman City, Utah
- (3) Midvale City, Utah,
- (4) Murray City, Utah,
- (5) Riverton City, Utah,
- (6) Sandy City, Utah,
- (7) South Jordan City, Utah; and
- (8) West Jordan City, Utah

(each a "*Member*" and collectively the "*Members*"). Each of the Members desires to contract with the other Members to form a separate legal entity to more efficiently provide governmental facilities, services and improvements for its citizens.

**RECITALS**

WHEREAS, the Members have previously entered into an Interlocal Agreement, dated May 22, 1968 and amended December 1, 1995 (the "*Prior Agreement*"), relative to the operation, maintenance and control of a refuse dumping ground situated east of Bingham Canyon, in Salt Lake County (the "*Original Facilities*"); and

WHEREAS, the Original Facilities have been expanded and it may be necessary or desirable to obtain additional suitable waste management facilities for the Members and their residents (the Original Facilities as so expanded and such additional solid waste management facilities being referred to herein collectively as the "*Solid Waste Management Facilities*"); and

WHEREAS, the Members desire to enter into this Agreement to amend and restate the Original Agreement, among other things, to create a separate legal entity and political subdivision pursuant to the provisions of the Interlocal Co-operation Act (the "*Agency*") to provide for the ownership, operation, maintenance and control of the Solid Waste Management Facilities by the Agency; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and in order to amend and restate the Original Agreement as provided herein, the parties

hereto do mutually covenant, promise and agree as follows:

## **ARTICLE I. DEFINITIONS AND INTERPRETATIONS**

### *Section 1.1. Meanings and Constructions.*

The terms defined in this Section, for all purposes of this Agreement and any amendments hereto, shall have the meanings herein set forth:

- (a) *"Acts"* means, collectively, the Interlocal Co-operation Act and the Solid Waste Management Act.
- (b) *"Agency"* means the Trans-Jordan Cities Interlocal Agency created by this Agreement pursuant to the Acts. Pursuant to the provisions of the Interlocal Co-operation Act, the Agency is deemed a political subdivision of the State.
- (c) *"Agreement"* means this Amended and Restated Trans-Jordan Cities Interlocal Cooperation Agreement (Solid Waste Management Facilities), and any amendments or supplements hereto.
- (d) *"Board"* means the board of directors of the Agency established pursuant to Section 3.1 hereof, consisting of the Representatives of the Members.
- (e) *"Bylaws"* means the bylaws of the Agency as adopted and amended from time to time by the Board.
- (f) *"Current Members"* means Draper City, Herriman City, Midvale City, Murray City, Riverton City, Sandy City, South Jordan City and West Jordan City.
- (g) *"Interlocal Co-operation Act"* means the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.
- (h) *"Member"* means each of the Current Members and each city which becomes a Member of the Agency pursuant to Section 5.6 hereof provided that such Current Member or city, as the case may be, has not withdrawn from the Agency pursuant to Section 5.2 hereof.
- (i) *"Prior Agreement"* means the Interlocal Agreement, dated May 22, 1968, among the Current Members, relative to the operation, maintenance and control of a refuse dumping ground situated east of Bingham Canyon, in Salt Lake County.
- (j) *"Representative"* means the representative of each Member who has been appointed by the governing body of such Member to serve as a member of the Board or, in the absence or disability of the Representative, the Alternate Representative.
- (k) *"Alternate Representative"* means the representative of each Member who has been appointed by the governing body of such Member to serve as a member of the Board in the absence or disability of the Representative.

(l) *"Solid Waste"* means all putrescible and nonputrescible materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owner's needs at the time of discard or rejection, including garbage, refuse, industrial and commercial waste, sludges from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition, and construction debris, discarded automobiles and offal, but not including sewage and other highly diluted water carried materials or substances and those in gaseous form.

(m) *"Solid Waste Management Facilities"* means any facility employed by the Agency for solid waste management. Such facilities may include, without limitation, land, any rights therein and improvements thereto, one or more buildings, structures or other improvements, machinery, equipment, vehicles and other facilities incidental to the foregoing, owned, operated or used by the Agency for the collection, transportation, transfer, storage, disposal, processing, treatment, recovery and re-use of Solid Waste. Such facilities may include land held for a future use or used as a buffer from adjacent land uses.

(n) *"Solid Waste Management Act"* means the Solid Waste Management Act, Title 19, Chapter 6, Part 5, Utah Code Annotated 1953, as amended.

(o) *"State"* means the State of Utah.

#### *Section 1.2. Interpretations.*

This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) definitions include both singular and plural;
- (b) pronouns include both singular and plural and cover both genders; and
- (c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article or Section of this Agreement.

#### *Section 1.3. Successors.*

Whenever herein the Agency or any Member is named or is referred to, such provision shall be deemed to include the successors of the Agency or such Member, respectively, whether so expressed or not.

## **ARTICLE II. THE AGENCY**

#### *Section 2.1. Establishment.*

The Agency is hereby established as a separate legal entity and a political subdivision of the State by this Agreement among the Members. The Agency shall be a separate legal

entity and a political subdivision of the State and not a joint venture or partnership among the Members. The name of the Agency so established is "*Trans-Jordan Cities.*"

*Section 2.2. Purpose.*

The Agency is established for the purpose of providing for the acquisition, construction, ownership, operation, maintenance and improvement of Solid Waste Management Facilities, as authorized by the Acts and provided in this Agreement.

*Section 2.3. Membership.*

The Members of the Agency shall be Draper City, Herriman City, Midvale City, Murray City, Riverton City, Sandy City, South Jordan City and West Jordan City. Each of the Members are cities constituting municipal corporations and political subdivisions in the State.

*Section 2.4. Duration.*

Unless dissolved and terminated as provided in Section 5.2 of this Agreement, the term of this Agreement shall be for a period of fifty (50) years commencing with the effective date of this Agreement, and for such additional terms or extensions as may be authorized by law and by all of the Members. Any amendment or supplement to this Agreement shall automatically extend the term of this Agreement for a period of fifty (50) years from the effective date of such amendment or supplement unless otherwise provided in such amendment or supplement.

*Section 2.5. Powers.*

In furtherance of the purposes set forth in this Agreement, the Agency shall have all powers conferred upon the Agency as a separate legal entity pursuant to the Acts, including the powers set forth in Section 11-13-5.5 of the Interlocal Co-operation Act, and all powers possessed by the Members under the laws of the State of Utah with respect to solid waste management, including the powers set forth in Section 19- 6-503 of the Solid Waste Management Act (except for the power to levy and collect taxes which power is expressly withheld from the Agency) which powers are hereby delegated to the Agency to be exercised on behalf of the Members as contemplated by the Acts. The powers so conferred upon and delegated to the Agency shall include, without limitation, the power to:

(a) own, purchase, lease as lessee or lessor, acquire by eminent domain or otherwise, construct, operate, maintain and repair or cause to be constructed, operated, maintained, repaired and closed any Solid Waste Management Facilities;

(b) provide Solid Waste Management Facilities to handle adequately Solid Waste generated or existing within or without its jurisdiction;

(c) provide for the use of Solid Waste Management Facilities by any Member or other entity or person upon such terms and conditions and with such fees or charges as the

Agency shall determine;

(d) establish rates, fees and charges for the use of or rights to the Solid Waste Management Facilities;

(e) provide for the insurance, including self-insurance, of any property or operations of the Agency or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard;

(f) appoint, retain and employ officers, agents, independent contractors and employees to carry out its powers and functions hereunder and to fix their compensation and terms and conditions of employment;

(g) make and execute any contract relating to the Solid Waste Management Facilities with the federal or a state government or any agency thereof, with a Member or any unit of local government or with any person or entity;

(h) sue or be sued;

(i) assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdictional boundaries;

(j) enter into short or long-term interlocal agreements with other public entities with public agencies as defined in Title 11, Chapter 13, Interlocal Co-operation Act, with private persons or entities, or any combination of them, to provide for or operate solid waste management facilities;

(k) levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of Solid Waste Management Facilities or any portion of them;

(l) accept and disburse funds derived from federal or state grants or from private sources or from moneys that may be appropriated by the State legislature for the acquisition, construction, ownership, operation, maintenance and improvement of Solid Waste Management Facilities;

(m) invest available funds as permitted by law;

(n) contract for the lease or purchase of land, facilities, and vehicles for the operation of solid waste management facilities;

(o) establish policies for the operation of solid waste management facilities, including hours of operation, character, and kind of wastes accepted at disposal sites, and other rules necessary for the safety of the operating personnel;

(p) sell or contract for the sale, pursuant to short or long -term agreements, of any usable materials, energy, fuel, or heat separated, extracted, recycled, or recovered from solid waste in a solid waste management facility, on terms in its best interests, and to pledge, assign, or otherwise convey as security for the payment of its bonds any revenues and receipts derived from the sale or contract or from the operation and ownership of a solid waste management facility or an interest in it;

(q) make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, including use agreements with any or all of the Members;

(r) adopt, amend and repeal ordinances; resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Acts or this Agreement;

(s) issue bonds, notes or other obligations pursuant to Title 11, Chapter 14, Utah Municipal Bond Act, Title 11, Chapter 27. Utah Refunding Bond Act or other applicable provisions of law for the purposes for which the Agency was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of Solid Waste Management Facilities, which assignment, pledge or other conveyance may, if so determined by the Board, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State of Utah or its political subdivisions;

(t) issue industrial development revenue bonds pursuant to Title 11, Chapter 17, Utah Industrial Facilities and Development Act, to pay the costs of financing projects consisting of solid waste management facilities, as defined in Section 19-6-502, on behalf of entities that constitute the users of a solid waste management facility project within the meaning of Section 11-17-2, and agree to construct and operate or to provide for the construction and operation of a solid waste management facility project, which project shall manage the solid waste of one or more public or private entities, all pursuant to contracts and other arrangements provided for in the proceedings pursuant to which the bonds are issued. In addition to the authority to issue bonds contained in Title 11, Chapter 17, Utah Industrial Facilities and Development Act, bonds may be issued pursuant to the authority contained in this subsection to pay the costs of establishing reserves to pay principal and interest on the bonds as provided for in the proceedings pursuant to which the bonds are issued; and

(u) enter into contracts which provide for compensation to areas affected by Solid Waste Management Facilities;

(v) enter into contracts with the Members in which the Solid Waste Management Facilities are located controlling location, use, expansion, operation, maintenance and closing of the Solid Waste Management Facilities; and

(w) exercise all other powers incident to the purposes and objectives of the Agency which may be permitted by law.

## **ARTICLE III. GOVERNANCE AND FINANCES**

### *Section 3.1. Governance; Board.*

(a) The Agency shall be governed by, and all legislative authority of the Agency shall be vested in and exercised by, the Board. The membership of the Board shall consist of the Representatives of all the Members. There shall be one Representative for each Member, who shall be appointed by vote of the governing body of the Member. The term of each Representative shall begin when he or she is appointed and shall continue until his or her successor is appointed. Each Representative shall have one vote on the Board, subject to the provisions of Section 3.3(c) hereof.

(b) Any Member may appoint one or more persons to serve as the Alternate Representative. The term of the Alternate Representative shall be the same as the term of the Representative. The Alternate Representative may attend any meeting of the Board and may vote as the Representative in the absence of the Representative from that Member or if there is a vacancy in the position of Representative from that Member. A person serving as Alternate Representative shall serve until his or her term expires and thereafter until the successor is appointed.

(c) All appointments of Representatives and Alternate Representatives shall be by resolution of the governing body of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency. Representatives and Alternate Representatives shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.

(d) The Board shall elect one Representative to serve as Chairman and another Representative to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board. The Vice-Chairman shall preside over meetings of the Board in the Chairman's absence. The Board shall elect other persons, who need not be Representatives, to the positions of Secretary and Treasurer and may elect other persons, who need not be Representatives, to such other offices as the Board shall determine. The duties, terms of office, and manner of selection of the officers shall be prescribed in the Bylaws. The Board may provide that any officer of the Agency who is not a Representative may be compensated for service in such capacity.

(e) The Board shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall determine the admission of additional Members, shall approve all contracts, shall establish rates and impose charges on Members for use of the Facilities, shall adopt any ordinances or resolutions providing for the issuance of bonds, notes or other obligations of the Agency, shall adopt the Bylaws, rules and regulations of the Agency, and shall exercise such powers of the Agency and perform such duties as may be prescribed in the Acts, this Agreement or the Bylaws.

(f) Except as a greater majority is otherwise provided in this Agreement or the Bylaws, actions required by law or by this Agreement to be taken by the Board shall be taken by an affirmative vote of a majority of the Representatives entitled to vote at the time of such vote.

(g) Upon the written request of any Representative, any matter with respect to the Agency shall be placed on the agenda of the Board.

*Section 3.2. Budget; Authority Vested in Board.*

(a) The budget of the Agency shall be established and maintained in accordance with law by the Board. The budget shall provide for all expenditures of the Agency. The Board is empowered to obtain such fiscal and accounting services as it deems necessary in formulating, adopting, and administering the Agency's budget. Periodic audits will also be conducted as directed by the Board. The Agency shall operate on a fiscal year basis as determined by the Board.

(b) At least 30 days prior to the approval by the Board of each budget, the Board shall provide a copy of the proposed budget to each Member for its review and comment.

*Section 3.3. Fees and Charges.*

(a) The Board is empowered to establish and to revise from time to time a schedule of rates and charges that is fair, equal and uniform.

(b) The Members agree to pay the fees and charges due to the Agency in accordance with the schedule of rates and charges established by the Board.

(c) Each Member shall be responsible to provide its share of any other funds required by the Board and to determine the manner in which said funds are raised; *however*, the Board may provide for a direct method of raising required revenues for the Agency from the users of the Solid Waste Management Facilities.

(d) All fees and charges by the Agency are due and payable by a Member within 30 days after presentation of the statement of such fees and charges to such Member. Any amount not paid within such 30-day period shall bear interest at a rate established by the Board. If such amount is not paid by such Member within 60 days after such amount is due, the Representative (including the Alternate Representative) shall lose his or her voting privilege until such amount, together with interest thereon, has been paid or arrangements acceptable to the Board for such payment have been made.

*Section 3.4. Payment of In-lieu Fee.*

Responsive to Section 11-13-6(7) of the Interlocal Co-operation Act, the price of any product of the service or benefit to the consumer allocated to any buyer except the Members shall include the amount necessary to provide for the payments of the in-lieu fee provided for in Section 11-13-25 of the Interlocal Co-operation Act, if applicable.

**ARTICLE IV. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

*Section 4.1. Members are Cities; No Violation of Laws, etc.*

Each Member represents and warrants that it is a city constituting a municipal corporation and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations hereunder and that the execution and delivery of this Agreement will not violate under any law, order, regulation, order or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

*Section 4.2. No Litigation.*

Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

**ARTICLE V. GENERAL PROVISIONS CONCERNING THIS AGREEMENT AND THE AGENCY**

*Section 5.1. Effective Date.*

(a) This Agreement shall be in full force and effect and be legally binding upon a Member only after its execution and approval by written resolution duly adopted by the governing body of such Member. This Agreement shall be in full force and effect and be legally binding upon all the Members upon its execution by all of the Members.

(b) Within thirty days after execution of this Agreement by a Member it shall make its appointments to the Board. Within sixty days of the effective date of this Agreement, the Board shall meet and as soon as may be practicable shall elect the officers of the Agency and adopt such Bylaws as may be appropriate.

(c) Each of the parties hereto hereby ratify and confirm the membership in the Agency of each other party to this Agreement and hereby waive any defect in the admission or to the membership in the Agency of any other party to this Agreement.

*Section 5.2. Withdrawal, Termination and Dissolution.*

(a) Any Member may withdraw as a Member of the Agency at any time without the consent of the Board of Directors, provided that the withdrawing Member shall remain obligated (i) as provided in Section 3.3 hereof, (ii) under the terms and conditions of any outstanding use agreement between the withdrawing Member and the Agency, and (iii) for any liabilities imposed by law. No Member may withdraw from the Agency while and so long as any bonds, notes or other obligations of the Agency are outstanding, except as permitted by the resolution or other documents authorizing the issuance of such bonds, notes or other obligations.

(b) Any Member may withdraw pursuant to paragraph (a) of this Section only upon filing with the Secretary of the Board no less than 180 days before the intended effective date of withdrawal a certified copy of a resolution of the Member determining so to withdraw.

(c) Upon withdrawal of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Agency and no part thereof shall be refunded to the withdrawing Member. After the effective date of the withdrawal of any Member, the Board composed of the remaining Representatives shall continue to have and assume all of the rights, duties and obligations herein provided for.

(d) The Agency shall be dissolved and terminated (i) upon the withdrawal of one or more Members so as to reduce the number of Members to one, or (ii) upon the filing with the Secretary of the Agency of certified copies of resolutions of all or substantially all of the Members determining to dissolve and terminate the Agency. As used in this paragraph (d), the term "substantially all of the Members" means all of the Members except one.

(e) Notwithstanding the provisions of paragraph (c), as long as any bonds, notes or other obligations of the Agency are outstanding and unpaid, the Agency shall not dissolve and terminate.

(f) Promptly upon any Member withdrawing from the Agency, or upon action having been taken to dissolve and terminate the Agency, that fact shall be certified by the Secretary of the Board to each of the Members.

*Section 5.3. Disposition of Assets.*

Upon termination of this Agreement, title to all assets of the Agency upon its dissolution shall revert to the Members in proportion to their payment of fees and charges for use of the Solid Waste Management activities for the ten fiscal years immediately preceding such termination; provided, however, that the Board shall provide for the retention of assets or moneys sufficient, in the Board's sole judgment, to provide for the payment of any unsatisfied liabilities of the Agency. The Board is hereby authorized to take such actions as shall be necessary to effectuate the termination of the Agency and to dispose of the property of the Agency.

*Section 5.4. Continuing Responsibility for Kennecott Indemnification.*

Each Member hereby agrees to pay its proportionate share of any liability of the Agency pursuant to the indemnification agreement dated December 14, 1993, to Kennecott Utah Copper Corporation, a Delaware corporation. The undertaking of each Member contained in the next preceding sentence shall, with respect to each Member, survive the withdrawal by such Member from the Agency or the dissolution and termination of the Agency.

*Section 5.5. Nonprofit Status.*

The Agency shall be a nonprofit entity. Any net earnings of the Agency (other than those required to retire indebtedness of the Agency or to implement any program undertaken by it) will not inure to the benefit of any private person.

*Section 5.6. Qualification and Admission of Members.*

(a) Any city in the State may be accepted into the Agency as a Member upon satisfaction of the requirements of this Section.

(b) The city council of a city that seeks to be accepted as a Member shall adopt and file with the Agency a resolution agreeing to membership in the Agency and accepting the terms and conditions of this Agreement. Thereafter, the Board shall consider the proposed membership and determine whether to accept or decline such request for membership. A city shall be accepted into the Agency as a Member upon a two-thirds favorable vote of the Board at a meeting thereof.

(c) Each city accepted into the Agency as a Member shall thereupon (i) execute and file with the Agency a counterpart of this Agreement, (ii) appoint a Representative and an alternate Representative to the Agency, and (iii) comply with any conditions for membership that the Board may determine.

*Section 5.7. Services Provided by Members.*

All services and materials provided by any Member to or for the benefit of the Agency shall be provided pursuant to a written agreement between the Agency and such Member. Such written agreement shall be approved and authorized by the Board.

*Section 5.8. Nonassignability.*

No Member may assign any interest herein without the consent of all of the Members and receipt by the Agency. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each Member of the Agency.

*Section 5.9. Severability.*

If any article, section, subsection; paragraph, clause, phrase or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Article, Section, subsection, paragraph, clause, phrase or other provision shall not affect any of the remaining provisions of this Agreement which can be given effect without the invalid or unenforceable provisions.

*Section 5.10. Counterparts; Execution of Documents; Filing.*

This Agreement shall be executed in several counterparts, any one of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Member agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement. Responsive to Section 11-13-10 of the Act, a counterpart of this Agreement shall be filed in the official records of each Member.

*Section 5.11. Waiver.*

(a) No waiver by any Member of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor of any subsequent breach, whether of the same or of a different provision of this Agreement.

(b) Nothing in this Agreement shall be construed as a waiver of any power granted by law to a Member with respect to the location and operation of any Solid Waste Management Facilities of the Agency within the corporate limits of the Member.

*Section 5.12. Complete Agreement.*

(a) This Agreement merges with and supersedes all prior negotiations, representations and agreements between or among the Members relating to the subject matter hereof and constitutes the entire contract among the Members concerning the formation and powers of the Agency.

(b) From and after the effective date of this Agreement, it shall supersede, in all respects, the Prior Agreement without in any way calling into question or casting any doubt upon any action previously taken under the Prior Agreement.

*Section 5.13. Amendments to this Agreement.*

This Agreement may be amended only upon the approval of such amendment by a written resolution duly adopted by the governing body of each of the Members. No amendment shall be made which would in any way materially prejudice the rights of any parties to whom the Agency owes money.

*Section 5.14. Governing Law; Determination.*

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Responsive to Section 11-13-12 of the Act, it is hereby determined that the provision by the Agency of the services and facilities authorized by this Agreement is authorized under applicable laws of the State of Utah.

DATE: June \_\_\_\_\_, 2025

\_\_\_\_\_  
(Name of City)

By: \_\_\_\_\_  
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: \_\_\_\_\_  
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member

By: \_\_\_\_\_  
Attorney for the City

DATE: June \_\_\_\_\_, 2025

DATE: June \_\_\_\_\_, 2025

\_\_\_\_\_  
(Name of City)

By: \_\_\_\_\_  
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: \_\_\_\_\_  
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member

By: \_\_\_\_\_  
Attorney for the City

DATE: June \_\_\_\_\_, 2025

DATE: June \_\_\_\_\_, 2025

\_\_\_\_\_  
(Name of City)

By: \_\_\_\_\_  
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: \_\_\_\_\_  
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member

By: \_\_\_\_\_  
Attorney for the City

DATE: June \_\_\_\_\_, 2025

**AGREEMENT FOR PARTICIPATION IN THE DEVELOPMENT OF AND  
OPERATION OF A MUNICIPAL SOLID WASTE FACILITY OF TRANS-JORDAN  
CITIES**

THIS AGREEMENT is made and entered into by and between the City of Herriman, a municipal corporation of the State of Utah, hereinafter referred to as "Herriman," and Trans-Jordan Cities, a political subdivision of the State of Utah, created and operated under the provisions of the Interlocal Cooperation Act of the State of Utah, hereinafter referred to as "Trans-Jordan."

WHEREAS, Trans-Jordan has operated a sanitary landfill ("Landfill") in Salt Lake County for more than fifty years; and

WHEREAS, Herriman desires to become a full participating member of the Trans-Jordan Cities organization; and

WHEREAS, Herriman has expressed its willingness to pass a resolution authorizing the execution of the Amended and Restated Trans-Jordan Cities Interlocal Cooperation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein and in reliance thereon it is agreed by and between the parties as follows:

1. Herriman shall adopt a resolution authorizing entering into the Second Amended and Restated Trans-Jordan Interlocal Cooperation Agreement for a full and equal membership and participation in Trans-Jordan Cities, a political subdivision of the State of Utah. Said Resolution shall be substantial in the form of Exhibit "A", attached hereto.

2. In consideration of the granting of a full and equal membership in Trans-Jordan Cities, Herriman shall pay to Trans-Jordan a sum which represents the business value of Trans-Jordan as of April 2025. The agreed upon business value of Trans-Jordan as of April 30, 2025, is \$44,161,910.00. Herriman agrees to pay the purchase price of \$5,520,238.00 representing its proportionate share of equity being purchased and acquired in the facility. Said sum shall be paid as follows:

- a. \$100,000 on or before July 1, 2026.
- b. \$100,000 on or before July 1, 2027.
- c. \$100,000 on or before July 1, 2028.
- d. \$100,000 on or before July 1, 2029.

Herriman shall pay the applicable non-member tipping fee for all municipal waste deposited at the Landfill. The difference between the member rate and non-member rate shall serve as a credit towards the retirement of the purchase amount. Such credits shall commence on July 1, 2025. If at the end of fifteen (15) years from July 1, 2025, the credits have not retired the principal sum, the balance of the purchase price shall be forgiven.

At such time as the purchase price is paid in full or forgiven, Herriman shall pay the applicable member rate.

3. In the event Herriman fails to pay the sums required in said Paragraph Two and accompanying promissory note, Herriman shall relinquish the right for the disposing of municipal solid waste at the Trans-Jordan Landfill. Such prohibition shall continue until all payments and outstanding assessments are paid current. If any installment or payment due on the promissory note is not paid at the time and place specified, the entire unpaid balance shall be payable immediately at the election of Trans-Jordan. If Trans-Jordan elects not to declare the entire unpaid amount payable, it may elect to retain all amounts as liquidated damages.

4. As additional consideration and in recognition of previous and present member entities' "in-kind" contributions to Trans-Jordan, Herriman agrees to contribute the sum of \$400,000.00 to Trans-Jordan. Said sum shall be paid as follows:

- a. \$100,000.00 on or before July 1, 2026.
- b. \$100,000.00 on or before July 1, 2027.
- c. \$100,000.00 on or before July 1, 2028.
- d. \$100,000.00 on or before July 1, 2029.

5. Herriman agrees not to contest or oppose the application or construction of other facilities of Trans-Jordan for a permit to operate and expand the Trans-Jordan Landfill with the Department of Environmental Quality or any other governmental entity that may have regulatory authority over the Landfill site.

6. Herriman agrees to pay any and all of the assessments that may be assessed to all member entities of Trans-Jordan Cities. Such payments shall be paid in a prompt and timely fashion.

7. In the event that Herriman fails to appropriate sufficient sums to pay the amounts specified herein, Herriman agrees not to use, procure, obtain or in any fashion replace the services or similar benefit provided in this Agreement for a period of three (3) years from the date of non-appropriation.

8. Trans-Jordan agrees that it will operate the sanitary landfill and transfer station in compliance with all of the rules and regulations as promulgated by the Department of Environmental Quality as set forth in its permit, including all state and federal regulations.

9. Trans-Jordan represents that pursuant to applicable Federal statutes and regulations, and Utah State rules and regulations, it shall provide and maintain a monitoring program for a period of thirty (30) years after the closure of the final cell of the Landfill. Trans-Jordan further represents that it has established a monitoring and closure account pursuant to federal guidelines which will insure the financial solvency for this effort. Trans-Jordan agrees to comply with federal and state regulations.

10. In the event that Herriman passes any rule or ordinance which impedes,

modifies, or burdens in any fashion the continued operation or expansion of the Landfill or transfer station(s), Trans-Jordan shall have the right to refuse the disposal of municipal solid waste generated within Herriman. Trans-Jordan shall give Herriman thirty (30) days notice of its intent to restrict such delivery of waste, in order to allow time to bring its ordinance and fee into compliance with this Agreement.

11. Any notices required to be given hereunder shall be in writing and mailed, postage prepaid, by United States certified mail, return receipt requested, and addressed to the parties as follows, unless a different address is later designated by either party in writing:

Herriman City  
ATTN: \_\_\_\_\_  
5355 West Herriman Main Street  
Herriman, Utah 84095

Trans-Jordan Cities  
10873 South Bach 45 Hwy (U-111)  
South Jordan, Utah 84095-0660

12. The remedies or penalties contained in this Agreement are separate and not mutually exclusive of each other. The exercise or failure to exercise one remedy, penalty does not preclude the utilization of such remedy or penalty.

13. This Agreement constitutes the entire understanding of the parties and no representation or agreements, oral or written, made prior to the execution hereof shall vary or modify the terms herein.

14. Any amendment or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

15. This Agreement shall be construed in accordance with the laws of the State of Utah.

TRANS-JORDAN CITIES

By: \_\_\_\_\_

Its: Chairman

Dated: \_\_\_\_\_

HERRIMAN CITY

By: \_\_\_\_\_

Its: Mayor

Dated: \_\_\_\_\_



H. Craig Hall  
Direct: (801) 438-2056  
[chall@btjd.com](mailto:chall@btjd.com)

May 28, 2025

Via Email [jarenscott@transjordan.org](mailto:jarenscott@transjordan.org)

Jaren Scott  
Robert Markle  
Kane Loader  
Russ Kakala  
Troy McDougal  
Ryan Kump  
Brian Clegg  
Jason Rasmussen

Re: Trans-Jordan Cities/Herriman

Gentlemen:

It appears that Herriman is going forward with their expressed desire to join Trans-Jordan Cities as an official member. The City has drafted the necessary documents to accomplish that purpose. We have been informed that they intend to take formal action by their city council during June.

That being said, the existing seven members need to have their various city councils consider and take affirmative action regarding amending the interlocal agreement during that same time period. Each entity must adopt the same version of the proposed Second Amended Interlocal Agreement. No individual changes or modifications can be made. The only change from the present Interlocal Agreement is the addition of Herriman as a member city.

If you have any questions, concerns, etc. please contact Jaren and myself and we will try to answer your questions. Both Jaren and I are willing to attend your city council meetings when this item is on their agenda for consideration. Just let us know if you want us to attend.

Regards,

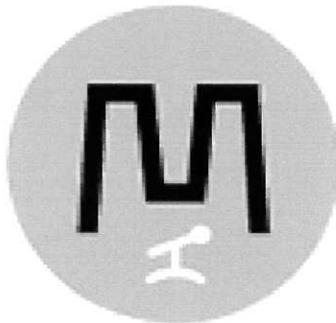
BENNETT TUELLER JOHNSON & DEERE, LLC

  
H. Craig Hall

Enclosures

3165 East Millrock Drive  
Suite 500  
Salt Lake City, Utah  
84121-4704

t **(801) 438-2000**  
f **(801) 438-2050**  
[www.btjd.com](http://www.btjd.com)



MURRAY  
CITY COUNCIL

# Mayor's Report And Questions



**MURRAY**  
CITY COUNCIL

# Adjournment