



CITY COUNCIL AGENDA

Wednesday, February 25, 2026

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the City Council Chambers, located at
5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH

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

1. Council Business

- 1.1. Review of this Evening's Agenda
- 1.2. Future Agenda Items
- 1.3. Council discussion of future citizen recognitions

2. Administrative Reports

- 2.1. Discussion of the proposed fiscal year 2027 and 2028 budgets for Public Works – Kyle Maurer, Director of Finance and Administrative Services
- 2.2. Legislative Update – Todd Sheeran, City Attorney
- 2.3. City Status Report: January 2026 – Trevor Ram, Assistant to the City Manager
- 2.4. Review and discuss a request for an easement or revocable encroachment permit to facilitate construction of a multi-tenant sign for the Mountain Point Retail development located approximately at 3512 W Maradona Drive – Michael

Maloy, City Planner

2.5. *(Beginning at 6:30 p.m.)* WFRC Transit Fresh Look Update – Ted Knowlton,
Deputy Director Wasatch Front Regional Council

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

6. City Council Reports

6.1. Councilmember Jared Henderson

6.2. Councilmember Teddy Hodges

6.3. Councilmember Matt Basham

6.4. Councilmember Terrah Anderson

7. Mayor Report

8. Consent Agenda

8.1. Approval of the January 28, 2026 City Council meeting minutes

8.2. Approval of a Resolution to grant Local Consent for a Restaurant Full-Service License for Toscano Herriman, LLC located at 12543 S Herriman Auto Row to be issued and regulated by the Utah Department of Alcoholic Beverage Services (DABS)

8.3. Discussion and consider authorization to enter into an agreement with Madison AI – Trevor Ram, Assistant to the City Manager

9. Discussion and Action Items

9.1. Discussion and Consideration of a Software as a Service Agreement with Davenport Group USA, LLC to provide Community Development Permitting Software – Blake Thomas, Community Development Director

9.2. Discussion and consideration of the JWCD & Herriman Cost Share Agreement – Justun Edwards, Public Works Director

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

10. Future Meetings

10.1. Next Planning Meeting: February 4, 2026

10.2. Next City Council Meeting: February 11, 2026

11. Events

11.1. Senior Paint Class: March 5, 2026, Herriman City Hall @ 10:00 a.m. RSVP Required

11.2. FOH: Community Showcase, February 6, 2026: Herriman High School @ 7:00 p.m.

12. Closed Session

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

13. Adjournment

14. Recommence to Work Meeting (If Needed)

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

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

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

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



DATE: February 16, 2026

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Discussion of the department requested fiscal year 2027 and 2028 budgets for the Public Works division

RECOMMENDATION:

N/A – This is for discussion only

ISSUE BEFORE COUNCIL:

N/A - This is for discussion only

ALIGNMENT WITH STRATEGIC PLAN:

ES 8 – Ensure fiscal sustainability within all City functions
ES 1 – Establish appropriate levels of service by function

BACKGROUND/SUMMARY:

This discussion will be an introduction to the department requested budgets for the following divisions/departments:

- Public Works Administration
- Facilities
- Fleet
- Transportation (Streets)
- Street Signs
- Snow Removal
- Fleet
- Street Lights

- Water
- Storm Water

Focus of the discussion will be on major changes and requests; however, Capital Improvement Projects (CIP) will be discussed in another meeting.

ALTERNATIVES:

N/A – This is for discussion only



DATE: February 11, 2026
TO: The Honorable Mayor and City Council
FROM: Trevor Ram
SUBJECT: City Status Report – January 2026

RECOMMENDATION:

Staff recommend accepting the City Status Report.

ISSUE BEFORE COUNCIL:

Should the City Council accept the City Status Report for January 2026?

ALIGNMENT WITH STRATEGIC PLAN:

CE 2 – Promote trust in government

BACKGROUND/SUMMARY:

This is the City Status Report for January 2026.

DISCUSSION:

Attached is the City Status Report for January 2026.

ALTERNATIVES:

- 1) City Council accepts the City Status Report (recommended).
- 2) City Council requests additional information.

HERRIMAN CITY STATUS REPORT

AS OF JANUARY 31, 2026

BUILDING PERMITS - JAN 2026

Issued: (Compare previous year)

27 ⁽²⁰⁾ **9** ⁽¹⁶⁾ **59** ⁽⁷³⁾
Residential Commercial Other

New Residential Units:

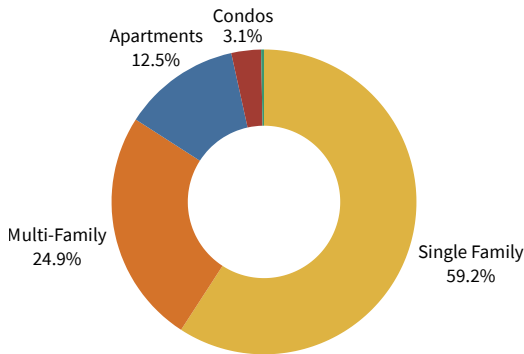
19 **30** **12** **4** **1**
Single Family Condos Townhomes Duplex I-ADUs

BUSINESSES

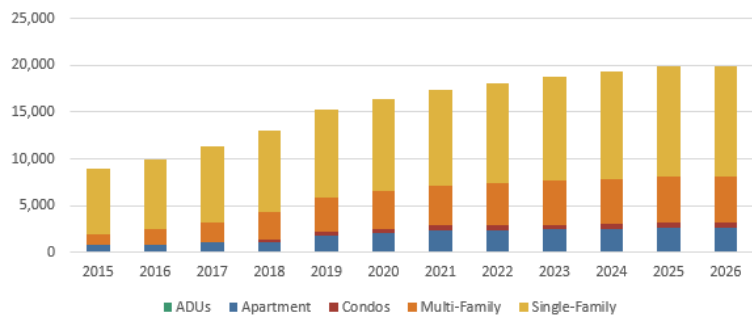
1,380 **24**
Total Businesses New Businesses

78 *Restaurants/Food*
1,096 *Home Occupation*

HOUSING BY TYPE



Herriman Housing Stock by Type: 2015-2026



64,689 **4.3%**

Population Estimate Vacancy Rate

PROJECT UPDATES

Wide Hollow Trailhead

- Final parking grading complete, surface prep ongoing
- Challenge stairs complete
- Estimated completion: late Spring 2026

Main St. Median

- Waiting to test irrigation system
- Estimated completion: Spring 2026

6000 W (Silver Sky to Herriman Blvd)

- To be approved for construction
- Estimated completion: End of 2026

6400 W (Herriman Blvd to Midas Creek)

- Finalizing intersection improvements and traffic signal
- Estimated completion: Spring 2026

Real Vista Widening and Traffic Signal

- Scheduling pre-con meeting

HERRIMAN CITY STATUS REPORT

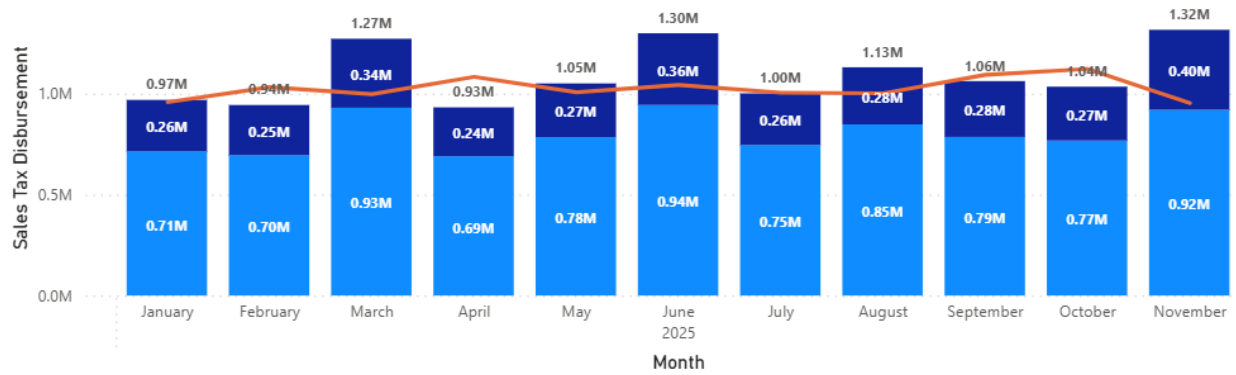
AS OF JANUARY 31, 2026

SALES TAX

\$1,283,180.22 Latest Sales Tax Disbursement

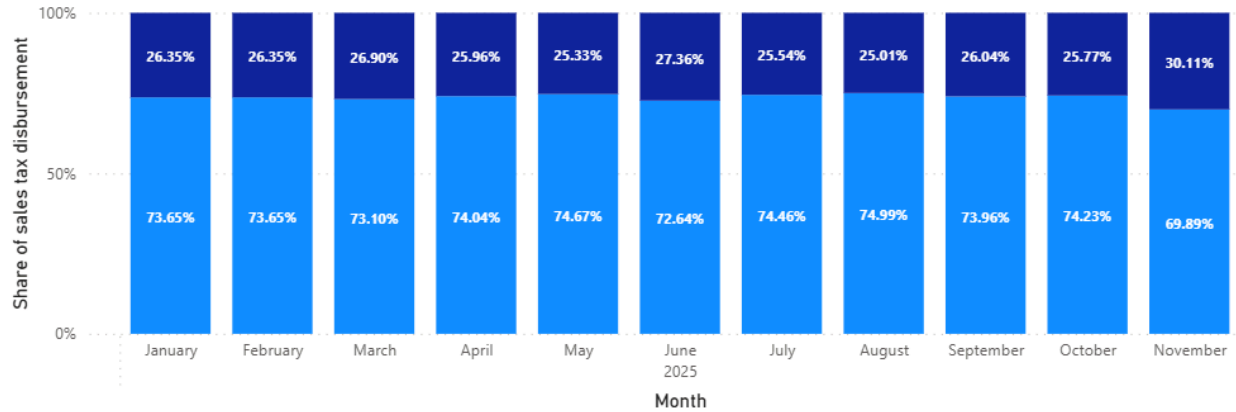
Population and direct sales - last 12 months

● Population ● Direct Sales ● Previous Year Total



Proportions

● Population ● Direct Sales



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



STAFF REPORT

DATE: February 12, 2026

TO: The Honorable Mayor and City Council

FROM: Michael Maloy, City Planner

SUBJECT: Review and discuss a request for an easement or revocable encroachment permit to facilitate construction of a multi-tenant sign for the Mountain Point Retail development located approximately at 3512 W Maradona Drive – Michael Maloy, City Planner

RECOMMENDATION:

Staff recommends approval of the encroachment permit and authorizing staff to prepare the appropriate permit to facilitate construction of the proposed multi-tenant sign for the Mountain Point Retail center (see Attachment A – Vicinity Map).

ISSUE BEFORE COUNCIL:

Should the City accommodate the request for an easement or revocable encroachment permit to facilitate construction of the proposed multi-tenant sign for the Mountain Point Retail center?

ALIGNMENT WITH STRATEGIC PLAN:

- **CE 1 – Business development.** Cultivate an environment that allows and supports entrepreneurship, innovation, smart business development, and traditional retail and commerce.
- **CE 1.1 – Business support.** Enact policies and programs that support local business development, growth, and retention.

BACKGROUND & SUMMARY:

On November 5, 2025, the Planning Commission conditionally approved the design of a multi-tenant sign for the Mountain Point Retail center; however, the applicant's preferred sign location encroaches on City property. (Exact dimensions of encroachment request subject to engineering review and verification.) As such, City staff informed the applicant that the proposal requires City Council approval or compliance with standard setback requirements for a planned center sign (see Attachment B – Conditional Use Approval Letter).

DISCUSSION:

The intent of the applicant’s request is improved visibility of the multi-tenant sign due to an enlarged right-of-way for Maradona Drive and the topography of the subject property relative to adjacent streets, which impedes visibility of the commercial development and its tenants. While the proposal appears to be technically feasible, the City has been judicious and reserved in considering previous requests. As such, staff is seeking Council direction in this matter (see Attachment C – Sign Plan)

ALTERNATIVES:

The Council may consider the following alternatives:

- ✓ **Recommended:** Approve the encroachment permit and authorize staff to prepare the appropriate permit to facilitate construction of the proposed multi-tenant sign for the Mountain Point Retail center
- Instruct staff to coordinate with the applicant a sign plan that complies with City standards; or
- Instruct staff to provide additional information for further consideration during a future meeting.

FISCAL IMPACT:

None of the proposed options requires expenditure of City funds or disposal of City property, as the City would retain ownership of the property. Therefore, no fiscal impact is anticipated if the Council is amenable to the proposal.

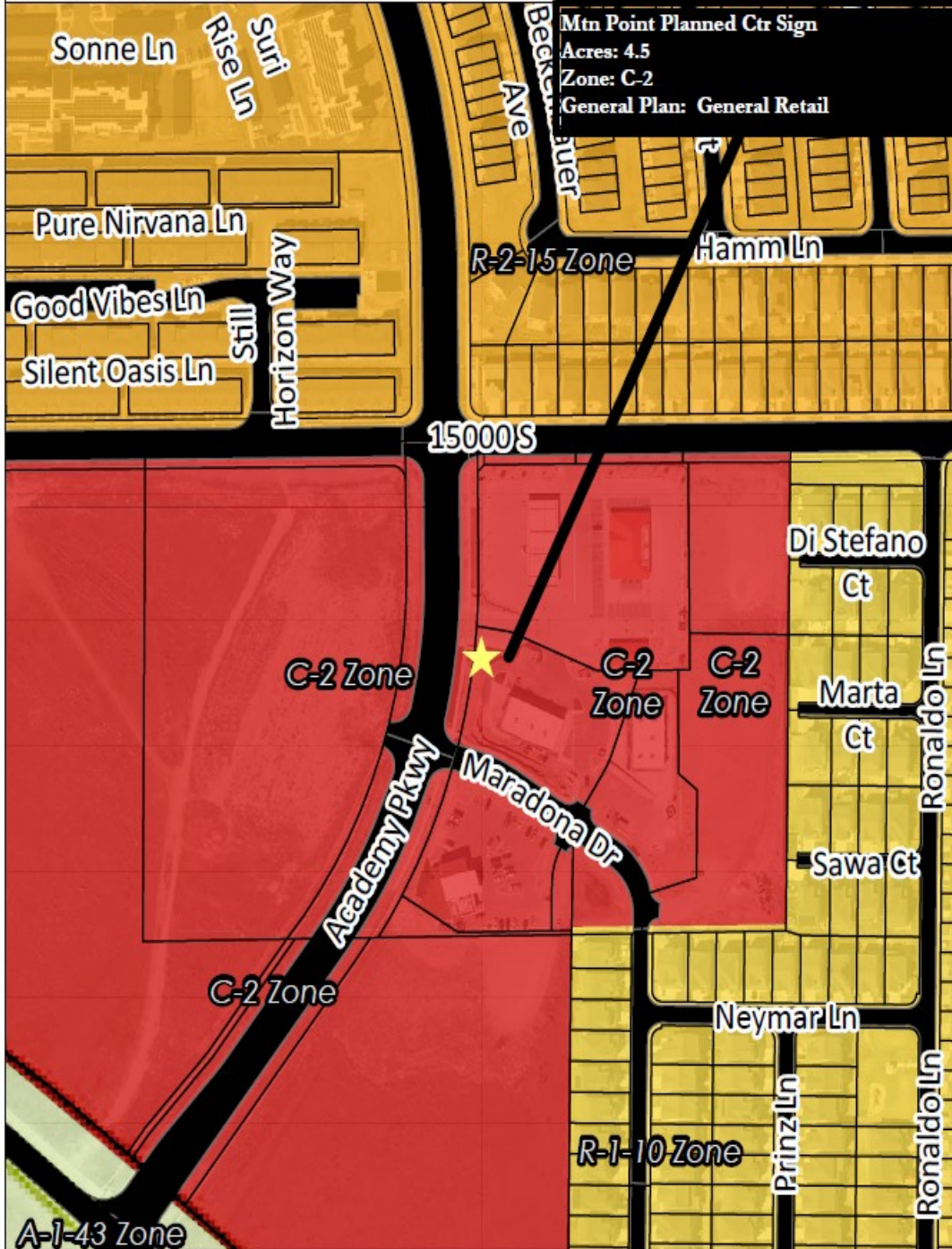
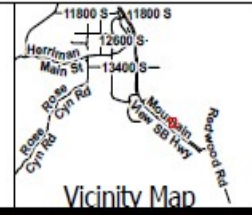
ATTACHMENTS:

- A. Vicinity Map
- B. Conditional Use Approval Letter
- C. Sign Plan

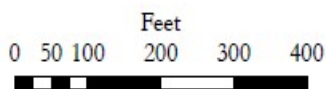
ATTACHMENT A

Mtn Point Planned Center Sign

3512 W Maradona Drive



Herriman Planning & Zoning





November 10, 2025

Damian Stucki
[REDACTED]
[REDACTED]

Re: File Number C2025-139; Conditional Use Permit for a Planned Center Sign located at 3512 W Maradona Drive in the C-2 Commercial Zone.

Dear Damian Stucki:

Your application requesting a Conditional Use Amendment for a Planned Center Sign located at 3512 W Maradona Drive in the C-2 Commercial Zone was approved by the Planning Commission on November 5, 2025. The approval is subject to the following conditions:

1. Receive and agree to all recommendations from other City Departments and applicable agencies.
2. The Planned Center Sign shall maintain a 2-foot setback from all property lines and shall not exceed a height of 16 feet above sidewalk grade.
3. The Planned Center Sign shall not be placed within the “clear view zone” of any drive approach or street intersection.
4. Regarding the location of the proposed Planned Center Sign, the applicant shall:
 - a. Move the proposed sign out of the City right-of-way or receive approval for an encroachment permit from the City.
 - b. Obtain approval of a public utility easement (PUE) waiver to encroach into the ten (10) PUE along Academy Parkway or move the sign out of the easement.

The conditional use permit shall expire and have no further force or effect if the building, activity, construction or occupancy authorized by the permit is not commenced within two (2) years from when it was approved (November 5, 2027), or if abandoned. Abandonment may be presumed to have occurred if:

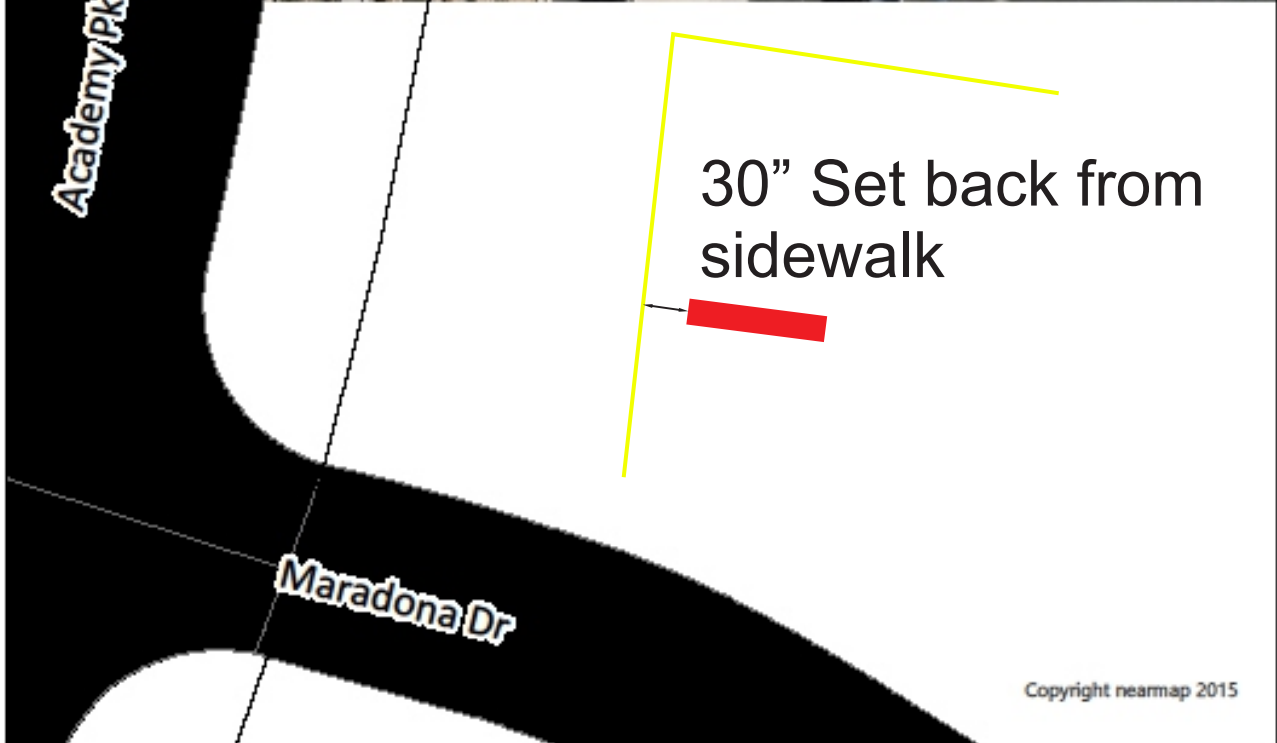
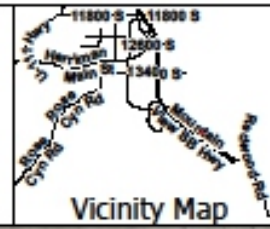
1. The use has been discontinued for one year or more; or
2. The primary structure associated with the conditional use remains vacant for a period of one year.

If you have any other questions, please contact the Planning Department during regular business hours.

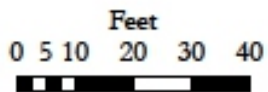
Sincerely,

Clinton Spencer, AICP
Planning Manager
planning@herriman.gov

Mtn Point Retail Multi-Tenant Sign



Copyright nearmap 2015



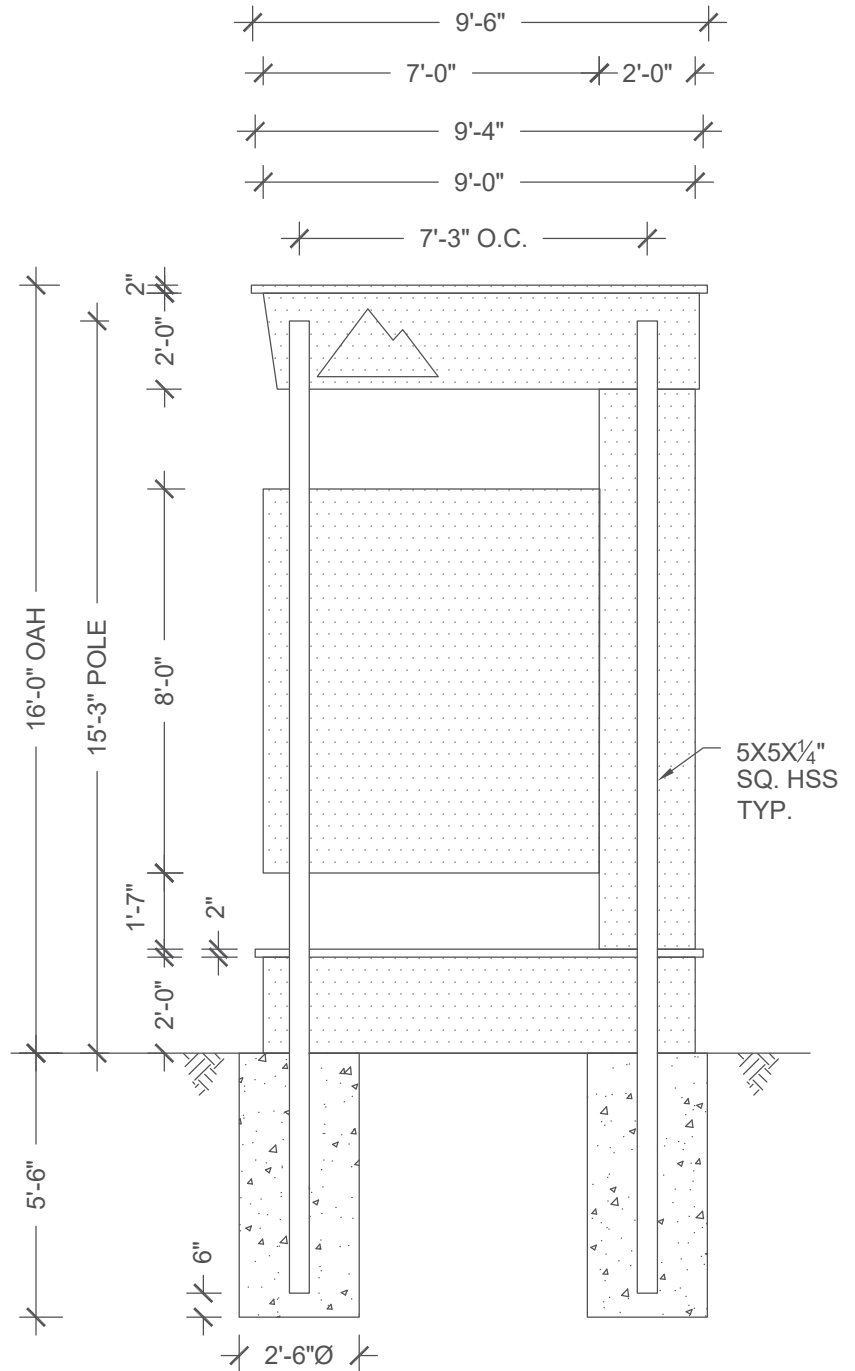
1 inch = 30 feet



Pylon Sign: 16'-0" tall and 9'-4" wide (18" deep)
Internally Illuminated Tenant Space Cabinet with
6ct. tenant spaces. "Mountain Point" cap piece
is illuminated.

PROJECT: MOUNTAIN POINT, RETAIL CENTER, 3512 W. MARADONA DRIVE, HERRIMAN CITY, UT
 PROJECT #: 53654
 CLIENT: 1ST IMPRESSION DESIGN

DATE: 10/07/2025
 ENGINEER: JC
 LAST REVISED:



GENERAL NOTES

1. DESIGN CODE: IBC 2021 & UTAH STATE BC 2021.
2. DESIGN LOADS: ASCE 7-16
3. WIND VELOCITY 115 MPH EXPOSURE C
4. CONCRETE 2500 PSI MINIMUM
5. SQ. HSS STEEL ASTM A500 GR. B, $F_y = 46$ KSI MIN.
6. PROVIDE MIN. 3" CLEAR COVER ON ALL STEEL EMBEDDED IN CONCRETE WHEN CAST AGAINST SOIL
7. LATERAL SOIL BEARING PER IBC CLASS 4 (150 PSF/FT)
8. PROVIDE PROTECTION AGAINST DISSIMILAR METALS
9. ALL DIMENSIONS TO BE VERIFIED PRIOR TO FABRICATION

① ELEVATION



CITY COUNCIL MINUTES

Wednesday, January 28, 2026
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, January 28, 2025, at 5:30 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Lorin Palmer

Councilmembers Present: Terrah Anderson, Matt Basham, Jared Henderson, Teddy Hodges

Staff Present: City Manager Nathan Cherpeski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, City Attorney Todd Sheeran, Communications Manager Jonathan LaFollette, Chief of Police Troy Carr, Deputy Police Chief Cody Stromberg, Assistant to the City Manager Trevor Ram, City Planner Michael Maloy, Public Works Director Justun Edwards, Building Official Cathryn Nelson, Deputy Director of Parks, Recreation and Event Anthony Teuscher, UFA Assistant Chief Anthony Widdison, Operations Director Monte Johnson, and Planning Commissioner Andy Powell.

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

1. Council Business

Mayor 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 were no future citizen recognitions discussed.

2. Administrative Reports

2.1. Open and Public Meetings Act training – Todd Sheeran, City Attorney

City Attorney Todd Sheeran conducted the Open and Public Meetings Act training for the Council.

2.2. Annual Review of Strategic Plan – Nathan Cherpeski, City Manager

City Manager Nathan Cherpeski presented an annual review of the City’s strategic plan, which had originally been adopted in October 2023 and most recently reviewed in early 2025 without substantive changes. He proposed several updates, including the addition of a vision statement, noting that while vision statements can require extensive deliberation, the proposed language was intended to be sufficient and could be refined based on Council feedback. He emphasized that the strategic plan was primarily an internal, high-level document designed to guide how the organization advanced council priorities.

City Manager Cherpeski described a significant restructuring of the plan’s framework, proposing a shift from the existing focus areas of essential services and quality of life and engagement to three new categories: livability, economic vitality, and community engagement. He explained that the previous structure had created challenges, as departments perceived hierarchy and competition within the categories, despite their intended equality. The revised framework was intended to better reflect how the organization translated council direction into action and to provide a clearer “north star” for staff. He also noted that the plan included evaluation questions for assessing new programs and that staff regularly broke high-level goals into tactical steps reviewed monthly and quarterly in management meetings.

The Council expressed strong support for the revised plan. Mayor Palmer and Councilmember Teddy Hodges commented that the new structure provided greater clarity and alignment while maintaining flexibility. Councilmember Terrah Anderson supported the plan but raised the question of whether the Council should also establish two or three council-specific priorities to focus its efforts during the year, citing the importance of defining measurable accomplishments within the council’s sphere of influence. Councilmember Jared Henderson agreed, emphasizing the need to concentrate Council attention where it would have the greatest impact, particularly in areas such as economic development momentum and the athletic complex. Councilmember Matt Basham suggested that staff assist the Council in identifying several major priorities over the next

12 to 24 months where additional Council involvement, relationships, and coordination would be necessary.

City Manager Cherpeski proposed scheduling a dedicated work session to further discuss and define council-specific priorities and to ensure alignment with the strategic plan. He stated that the plan would be brought back at the next regular meeting for formal adoption, with language updated to reflect annual review rather than review every other year. He emphasized that the plan was intended to be a living document, reviewed regularly, and adjusted as needed to remain aligned with council direction.

2.3. Discuss Fiscal Year 2027 and 2028 Budgets for the Community Development and Renewal Area, Administrative Services Division, Administration Department, and Legislative Department – Kyle Maurer, Director of Finance and Administrative Services

Finance Director Kyle Maurer opened the discussion on the proposed fiscal year 2027–2028 budget “buckets” for community development and renewal areas, administrative services, division administration, and legislative functions. He presented an overview of the City’s Community Development and Renewal Areas (CDAs), explaining that these areas relied on tax increment financing, and, in some cases, sales tax incentives approved voluntarily by participating taxing entities. He emphasized that projected revenues and expenditures were closely tied to development timing and prior agreements.

Director Maurer reviewed the Herriman Town Center renewal area, noting revised projections based on delayed development of the Commons project, with property tax revenues now anticipated in fiscal years 2027 and 2028. He summarized two major reimbursement agreements: one with HTC Communities for infrastructure and debt service related to early development, and a newer agreement with EPC Herriman LLC (Elevated) for infrastructure and site improvements funded through both property and sales tax increments. He explained that payments to Elevated would increase as obligations to HTC Communities were satisfied and that certain debt service reimbursements would not begin until outstanding bonds were retired.

The Herriman Business Center renewal area was then discussed, with Director Maurer explaining that tax increment projections reflected construction timing and increased interest earnings due to higher cash balances. He reviewed the consolidated agreement with the Sorenson Impact and Legacy Foundations, which clarified prior ambiguities and established a total reimbursement obligation of approximately \$32.9 million for infrastructure, funded through tax increment revenues and impact fees collected within a defined subarea. Council discussed the duration of the obligation and confirmed that projected revenues were expected to be sufficient to satisfy the agreement over time.

Director Maurer next reviewed the Town Center and Innovation District project areas, highlighting ongoing tax increment participation agreements, mitigation payments to taxing entities, and the accumulation of affordable housing funds. He explained that affordable housing contributions equaled 10% of net revenues and could be used citywide for eligible housing-related purposes under state law, but must be encumbered or spent within six years. Council discussed the challenges of deploying these funds and the need for a clearer plan to ensure timely and compliant use, particularly as some funds approached statutory deadlines.

The presentation continued with an overview of the Herriman Commercial Redevelopment Area (auto mall), which relied solely on sales tax revenues. Director Maurer described existing and anticipated incentive agreements with developers and settlement-related payments, noting that revenues were expected to increase as additional dealerships became operational.

Director Maurer then transitioned to proposed legislative and administrative budgets. For the legislative budget, he highlighted the inclusion of funding to restore a federal lobbyist allocation, an increase in funding for the Riverton-operated senior bus service, and the absence of a current formal agreement governing that service. Council discussed ridership levels, cost-effectiveness, and potential alternatives, agreeing that updated usage data and a formal agreement were needed. Director Maurer also raised the issue of Council and Mayoral compensation, noting the absence of automatic cost-of-living adjustments and suggesting a future review supported by comparative data from neighboring cities. Council acknowledged the sensitivity of the topic and expressed openness to reviewing updated information without committing to immediate changes.

Administrative and Finance budget items were reviewed, including modest personnel cost assumptions, anticipated insurance increases, and a significant increase in software expenditures due to the implementation of new financial, HR, payroll, and budgeting systems. Director Maurer explained that the new software addressed capacity and reliability issues with legacy systems and would provide long-term efficiencies despite higher annual costs. Additional budget considerations included election-related costs in fiscal year 2028, which remained uncertain due to county billing practices and external variables.

Councilmember Hodges moved to temporarily recess the City Council work meeting to convene in the general session at 7:02 p.m. Councilmember Basham seconded the motion, and all voted aye.

The Council reconvened the work meeting at 8:41 p.m.

2.4. Review and discuss the selection and appointment process for a new Planning Commission Alternate Member – Michael Maloy, City Planner

City Planner Michael Maloy opened the discussion regarding the selection and appointment process for a new Planning Commission alternate following a vacancy created by a member's transition to the City Council. He provided an overview of the requirements and options, noting that while the City was required to maintain seven regular Planning Commission members serving three-year terms, alternate members serving one-year terms were optional. He explained that the City had an adopted policy outlining a recommended selection committee composed of the Mayor, one Councilmember, and the City Manager or designee, though adherence to the policy was not legally required.

City Planner Maloy reviewed the current composition of the Planning Commission, including term expiration dates and geographic representation, and highlighted that District 1 was not currently represented. He explained that while district representation was not required, it could be considered to promote balance, particularly given ongoing development activity in that area. He asked for Council direction on whether recruitment efforts should target a specific district, be open citywide, or consider past applicants, noting that the City had not recently advertised for Planning Commission positions.

The Council discussed the value of prioritizing District 1 applicants without making residency a strict requirement. Councilmember Henderson suggested weighting District 1 representation as a consideration, while Councilmember Anderson recommended initially advertising within District 1 before opening the process citywide if needed, citing the level of development activity in that area. Councilmember Hodges emphasized the importance of maintaining a full slate of alternates.

Councilmember Anderson volunteered to serve as the Council representative on the selection committee, and Councilmember Henderson indicated his support and offered to assist by reaching out to potential candidates through community contacts. Staff confirmed that communications would coordinate outreach and establish a standard application period. City Planner Maloy expressed strong support for maintaining alternate positions, noting that allowing alternates to fully participate in discussions had improved continuity, engagement, and quorum reliability for Planning Commission meetings.

2.5. Discussion Regarding a Proposed Rental Fee Schedule for Athletic Fields and the Herriman Community Center – Wendy Thomas, Assistant City Manager and Trevor Ram, Assistant to the City Manager

Assistant City Manager Wendy Thomas explained that new parks and the renovated community center were coming online, prompting the need to reassess fees. The community center's renovated rental space, approximately 4,000 square feet, was nearing completion after a multi-year phased

project funded with Community Development Block Grant funds. She presented proposed rental fees for the new community center room, structured similarly to current community room rates. Council discussed expected usage, noting that senior programs, Friends of Herriman activities, and City meetings would limit the amount of rental time available to the public.

The discussion then shifted to field rental fees and long-standing contracts with volunteer sports organizations that operate leagues and tournaments in lieu of the City directly managing youth sports. Assistant City Manager Thomas explained that current contract rates were set several years prior and that volunteer groups performed significant labor, maintenance, garbage removal, striping, and scheduling that the City would otherwise need to provide. Field usage data and roster composition were reviewed, showing many programs serve Herriman residents as well as neighboring communities.

Assistant to the City Manager Trevor Ram presented an analysis showing that the City currently subsidized approximately 95% of total annual field costs, recovering only about 5% through rental fees. Council discussed whether this subsidy level was appropriate. It was noted that full cost recovery was unrealistic for public parks but acknowledged that residents were effectively subsidizing organized sports groups that often monopolized field time. Council also discussed comparisons to nearby cities, concerns about limited field availability, and expected demand once the new athletic complex opens.

The Council suggested that fees should be adjusted, particularly because rates had not increased since 2017, and agreed that any future increases should be phased in gradually to avoid shocking organizations that already set annual registration fees. The Council also expressed interest in establishing a long-term plan that could incrementally increase cost recovery while still supporting community programs.

Assistant City Manager Thomas recommended maintaining the current rates for this year because sports organizations had already begun their registration cycles and contracts were due February 15. Council reached consensus to keep fees unchanged for 2026 but to signal to contracting organizations that rate adjustments were anticipated for 2027 and help them understand the true cost of operations and the City's intent to review the fee schedule.

Regarding the new Mountain Ridge and Monument parks, Council discussed whether higher rates should be applied since they were new and in high demand. Some members supported setting higher initial rates, while others preferred aligning them with existing multi-use field rates for one year before implementing increases. Concerns were raised about timing, contract obligations, and fairness to organizations that had already budgeted for the season. Ultimately, the Council agreed

to maintain the same rate structure for these new parks for 2026 and revisit the issue as part of a broader fee schedule review.

2.6. Update on Parks Department Fertilization Program – Anthony Teuscher, Deputy Director of Parks, Recreation and Events

Deputy Director of Parks, Recreation and Events Anthony Teuscher provided an update on the City's in-house fertilization program. He reviewed the scope of the program, noting that the City maintained and fertilized nearly 8 million square feet, or approximately 180 acres, of turf citywide. He explained that the program had been brought in-house during the previous season after concerns were raised about inefficiencies and performance under a contracted service, which had been budgeted at approximately \$144,000 annually.

Deputy Director Teuscher reported that bringing the fertilization program in-house had resulted in noticeable improvements in turf health and durability, including thicker, greener grass, improved recovery in high-use areas, and a significant reduction in weeds. He attributed these results to greater control over application timing, improved coordination with irrigation schedules and weather conditions, and reduced material waste. He also noted operational efficiencies gained by eliminating the need to coordinate with an external contractor.

He reviewed the financial outcomes of the program, stating that projected costs for 2025 were approximately \$143,000, with about \$88,000 allocated to payroll and \$55,000 to materials. Actual costs came in slightly under projections, and approximately half of the full-time employee's payroll was dedicated to fertilization activities, with the remaining time providing additional value to the department through other services. Deputy Director Teuscher stated that the program met or exceeded expectations and recommended continuing the in-house fertilization approach for the upcoming season, with potential for further efficiencies as staff experience increased.

Council expressed strong support for the program and commended Parks staff for the initiative and results achieved. City Manager Nathan Cherpeski noted that while total costs may increase as additional turf areas are added, performance should be evaluated on a cost-per-square-foot basis rather than total expenditures, and he encouraged continued evaluation of other areas where similar operational improvements might be possible.

2.7. December 2025 City Status Report – Trevor Ram, Assistant to the City Manager

Assistant to the City Manager Trevor Ram provided a monthly community and economic development update, noting that there were no significant changes from prior reports. He reported that the City's population had increased by approximately 2.5% in 2025 and that sales tax disbursements had increased by about 2.8% compared to calendar year 2024. He stated that permit activity was up while certificates of occupancy were down, characterizing this as a leading

indicator suggesting future increases in completed projects once current development activity reached completion.

Council asked clarifying questions regarding permit data, confirming that the figures reflected total permits issued rather than new construction only. City Manager Cherpeski commented on housing unit data, explaining that although certificates of occupancy had declined due to fewer completions in the prior year, permit levels remained strong and reflected ongoing construction activity. He noted that staff relied on certificates of occupancy rather than building starts as a more accurate indicator of population growth.

Mayor Palmer asked about the population threshold for transitioning to a second-class city classification. City Manager Cherpeski explained that the transition occurred at a population of 65,000 based on state population estimates and that many of the legal and operational distinctions between city classes had been reduced in recent years. He stated that the City was not yet at that threshold and that staff population estimates had historically tracked closely with official state figures.

2.8. Legislative Update – Todd Sheeran, City Attorney

City Attorney Sheeran briefed the Council on several state legislative bills under consideration that could impact the City, particularly in the areas of land use, annexation authority, wildfire mitigation, transportation enforcement, taxation, governmental immunity, and public records requests:

- **HB 184 (Starter Homes):** Would preempt local zoning for “starter homes,” allowing development on small lots with minimal application requirements. Staff expressed concern over vague standards and loss of local land-use control.
- **HB 239 (Annexation Policy Committee):** Would create a Salt Lake County mayoral committee with authority over annexation policies, limiting municipal discretion. Concerns were raised regarding cost, governance, and loss of local control.
- **HB 41 / HB 48 (WUI & Fire Codes):** Would update wildfire–urban interface (WUI) codes and mapping. Adoption could require updates to City maps, ordinances, and building codes, and could expand affected areas. Discussion emphasized the importance of the Cooperative Wildfire System (CWS) agreement with the state.
- **HB 381 (Electric Mobility Devices):** Addresses enforcement and definitions related to e-bikes, scooters, and electric motorcycles, granting municipalities clearer authority to regulate use in parks, trails, and sidewalks.
- **SB 97 (Property Tax Rate Amendments):** Advances a 5% cap but exempts school districts, raising concerns about unintended impacts.

- **HB 236 (Truth in Taxation):** Would require cities proposing tax increases to present two budgets and provide enhanced public notice.
- **HB 79 (First Responder Immunity):** Would expand immunity protections for first responders.
- **HB 355 (Government Nuisance Liability):** Would allow private citizens to sue municipalities for nuisance conditions, raising significant concern over exposure to litigation.
- **SB 64 (GRAMA Amendments):** Includes procedural improvements but raises concerns about appeals, fee waivers, and staff burden; staff are working with legislators to refine language.

Councilmember Hodges moved to temporarily recess the City Council work meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, and pending, or reasonable imminent litigation, as provided by Utah Code Annotated §52-4-205 at 10:23 p.m. Councilmember Basham seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Matt Basham</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

The Council reconvened the Council work meeting at 11:12 p.m.

3. Adjournment

Councilmember Hodges moved to adjourn the City Council work meeting at 11:12 p.m. Councilmember Basham seconded the motion and all voted aye.

7:00 PM – GENERAL MEETING:

4. Call to Order

Mayor Palmer called to order at 7:09 p.m.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

Commander Zach Adams led the audience in the Pledge of Allegiance.

4.2. City Council Comments and Recognitions

Councilmember Hodges reported on the Monday evening Yeti Hunt event, noting that it was well-received by citizens. He expressed appreciation to the communications team and event staff, acknowledging their contributions.

4.3. Jordan School District presentation Chinese New Year Cultural Activities

Jordan School District students presented information about their Chinese New Year celebration scheduled for February 5, 2026, from 4:30-7:00 PM at Herriman High School. Students wearing traditional lion dance costumes explained the cultural significance, with the lion believed to bring good fortune and prosperity throughout the year.

Students described the event as the only Chinese celebration of its kind in Salt Lake County. The celebration involved students from Mountain Creek Middle School, Herriman High School, and Eastlake Elementary School who have been studying Chinese language and culture from grades 1-12. The student-led authentic celebration features various activities and performances showcasing their language and cultural learning.

5. Public Comment

No comments were offered.

6. City Council Reports

6.1. Councilmember Jared Henderson

Councilmember Henderson did not have anything to report.

6.2. Councilmember Teddy Hodges

Councilmember Hodges reported on the Jordan Basin Water Improvement District Board meeting, noting that the board had moved forward with engaging engineers for an upcoming expansion project. He reminded residents of a \$2 monthly rate increase, from \$33 to \$35, which would appear on bills this month.

Councilmember Hodges also attended the South Valley Chamber of Commerce meeting that morning, highlighting positive updates, including new businesses entering the area and upcoming groundbreakings in Herriman.

6.3. Councilmember Matt Basham

Councilmember Basham did not have anything to report.

6.4. Councilmember Terrah Anderson

There was no report.

7. Mayor Report

The Mayor noted that four Council Members present serve on the Legislative Policy Committee and attend the state capitol every Monday during the legislative session to advocate for the City and its residents. He emphasized that the city's interests are actively represented at the state level.

8. Reports, Presentations and Appointments

8.1. HPD Badge Pinning Ceremony

Deputy Chief of Policy Cody Stromberg addressed the significance of the badge pinning ceremony, noting that it is a vital tradition in law enforcement. He explained that the badge represents the public's trust in officers and that the ceremony memorializes the moment the badge is entrusted to a new officer. He further noted that the badge is traditionally pinned by a family member to recognize the support and sacrifices of loved ones.

Records Technician Grace Palmer, Animal Services Officer Michelle Jones, and Community Services Technician Jacob Wilson were acknowledged, along with Officers Tyson Davies, Chris Taylor, Zac Miguel, Casey Hughes, Cody Graham, Troy Higby, Jordan Pavao, and K9 Officer Roxie. The Oath of Office for sworn officers was administered by City Recorder Jackie Nostrom.

8.2. Friends of Herriman 2025 Recap – Wendy Thomas, Assistant City Manager & Jon Cazier, Chair, Friends of Herriman

Mr. Alexander Hill, Sadie, and Kennedy presented the "Humans of Herriman" project, funded by a Utah Historical Society grant. The project collected 61 interviews from residents representing over 10 different countries, ages ranging from high school to 88 years old, resulting in over 300 pages of transcripts now archived with the Utah Historical Society. DECA students from Mountain Ridge High School conducted interviews after training from the Historical Society. The book will be available free through the Friends of Herriman website.

Friends of Herriman Board Chair John Cazier presented the 2025 recap, and highlighted new programs including concerts, skating, and playdates in parks; community cleanups; an endurance trail run; winter solstice lantern hike; and notably the Herriman Jump Park in Juniper Canyon that opened in October.

The Arts Council reported on recent initiatives and volunteer engagement. They introduced Sensory Nights, which provided an opportunity for community members who may not typically be able to attend events to participate. A newly formed volunteer club attracted 150 members who engaged in monthly meetups. Overall, statistics showed that more than 1,200 volunteers contributed over 25,000 hours supporting 38 events throughout the year.

8.3. Recognition of Chris Berbert, Founding Member and Previous Chair, Friends of Herriman Parks, Trails, Arts and Culture – Wendy Thomas

Assistant City Manager Thomas recognized Chris Berbert for his service as the founding board chair of Friends of Herriman. She recalled that four and a half years ago, the city relied on numerous Council-appointed committees, which required extensive staff time for agendas and minutes, and that the nonprofit model emerged with Chris Berbert accepting their proposal. Assistant City Manager Thomas noted that the organization experienced initial challenges but ultimately became established and functional.

Mr. Berbert reflected on the organization’s purpose, emphasizing that Friends of Herriman provided meaningful programs and spaces because of the contributions and engagement of the community. He highlighted that success requires willingness and noted the unpredictability inherent in starting new initiatives. The Council expressed appreciation for Mr. Berbert’s leadership and dedication. Councilmember Basham thanked him for his willingness to engage, Councilmember Hodges praised both Mr. Berbert and his family, Councilmember Anderson acknowledged the vision and initiative required to launch such an organization, and Councilmember Henderson recognized Mr. Berbert as a friend and commended his lasting impact on the community.

Mayor Palmer presented Mr. Berbert with a signed Herriman puzzle, marking it as a unique, commemorative item.

9. Consent Agenda

9.1. Consideration of an Assignment of the Panorama Master Development Agreement Owner’s Rights and Responsibilities from Riverside Development, LLC to Toll Southwest, LLC – Blake Thomas, Community Development Director

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

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Matt Basham</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

10. Discussion and Action Items

10.1. Review and consider a recommendation to amend Chapter 10-27 Signs of Herriman City Code to include standards for the CF Commercial Flex Zone and modify standards for illuminated signs. (File No. Z2025-162) – Michael Maloy, City Planner

City Planner Maloy explained that the proposed amendment was initiated based on public feedback and prior Planning Commission review. The amendment included two primary components: the adoption of standard commercial sign regulations for the CF zone, which has not yet been applied anywhere in the City, and revisions to illuminated sign standards to minimize impacts on adjacent residential uses. The updated standards clarified language, expanded illumination regulations, and specified applicability to all residential dwellings near commercial or mixed-use zones. The amendment also enhanced sign application requirements, including perspective renderings, illumination studies, and management plans detailing automated dimming or shutoff procedures. City Planner Maloy noted that the Economic Development team had reviewed and supported the proposed regulations.

The Council discussed the flexibility of applying stricter or softer restrictions for future developments within Master Development Agreements, with City Planner Maloy clarifying that prior agreements would require negotiation, while new developments would be held to the updated standards. Councilmember Basham inquired about existing illuminated signs at a storage facility on Mountain View, noting they were now voluntarily compliant.

Councilmember Basham moved to approve Ordinance 2026-02, amending Herriman City Code Chapter 10-27 to include standards for the CF Commercial Flex Zone and modify standards for illuminated signs. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Matt Basham</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

10.2. Wide Hollow Construction Update and Restroom Facility – Wendy Thomas, Assistant City Manager

Assistant City Manager Thomas reported that utilities installation had been complicated due to significant bedrock, requiring modifications to the original plan and the use of specialized excavation equipment. Reclaimed asphalt was scheduled to arrive to serve as the base for the trailhead parking lot, and completion of the current contract was projected in approximately four

weeks, after which the contractor would assist with restroom installation. Assistant City Manager Thomas highlighted the construction of the staircase connecting the trailhead to the adjacent neighborhood, noting 160 feet of vertical climb and ten additional treads added due to topography. She commended the project engineer for his contributions and shared drone footage of the staircase and trailhead construction.

Assistant City Manager Thomas presented the proposed CXT restroom facility, noting a remaining project contingency of \$348,270. Utilities had already been stubbed to the restroom location. The facility design was modified from four restrooms to two on each end with a central maintenance chase, consistent with finishes used at Mountain Ridge Park. A lighter-colored paint was recommended for the doors to mitigate heat absorption. The Council expressed support, highlighting the high use of the trailhead and community excitement for the amenity. A ribbon-cutting or grand opening was projected for early June, coinciding with National Trails Day, with the potential for a temporary porta-potty until the facility was completed.

Councilmember Basham moved to approve the purchase and installation of the CXT restroom facility for the Wide Hollow Trailhead project in the amount of \$174,500. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Matt Basham</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

10.3. Filling the Vacancy on the Trans-Jordan Board and discussing a future vacancy on the Jordan Valley Water Conservancy District Board – Nathan Cherpeski, City Manager

City Manager Cherpeski explained that the prior meeting had overlooked filling the vacancy previously held by Councilor Ohrn and noted that the alternate, Public Works Director Justun Edwards, had been covering in the interim. City Manager Cherpeski also highlighted the importance of considering a future liaison to shadow Councilor Pierucci, the current representative on the Jordan Valley Water Conservancy District Board, whose term would end in two years.

Councilmember Jared Henderson volunteered to serve as the Herriman City representative on the Trans Jordan City Board. Council consensus supported the appointment. Mayor Palmer confirmed

that the water board liaison would serve in a shadowing capacity, given that the official appointment is made by the governor.

Councilmember Hodges moved to approve Resolution R03-2026, appointing Councilmember Jared Henderson as the Herriman City representative to the Trans Jordan City Board. Councilmember Basham seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Matt Basham</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

11. Future Meetings

11.1. Next Planning Meeting: February 04, 2026

11.2. Next City Council Meeting: February 11, 2026

12. Closed Session

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

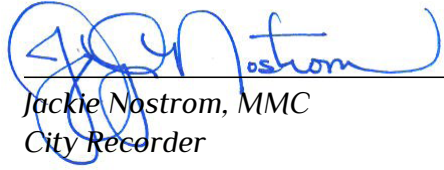
The closed session was conducted during the work meeting.

13. Adjournment

Councilmember Basham moved to adjourn the City Council meeting at 8:35 p.m. Councilmember Hodges seconded the motion, and all voted aye.

14. Recommence to Work Meeting (If Needed)

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on January 28, 2025. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder





DATE: February 02, 2026

TO: The Honorable Mayor and City Council

FROM: Sandra Llewellyn, Economic Development Coordinator

SUBJECT: Consideration of a Resolution to grant Local Consent for a Restaurant Full-Service License for Toscano Herriman, LLC located at 12543 S Herriman Auto Row to be issued and regulated by the Utah Department of Alcoholic Beverage Services (DABS)

RECOMMENDATION:

Staff recommends approval of local consent request for the following:

- Restaurant Full-Service License located at approximately 12543 S Herriman Auto Row.

ISSUE BEFORE COUNCIL:

Should the City Council vote to grant local consent?

ALIGNMENT WITH STRATEGIC PLAN:

CE 1 – Business Development

BACKGROUND/SUMMARY:

Utah Code requires local consent for all alcohol licenses issued and regulated by the State Department of Alcohol Beverage Services (DABS). This application is for a Restaurant Full-Service license.

DISCUSSION:



Herriman City Code provides the following applicable regulations:

3-3A-3: GENERAL CONSIDERATIONS:

A. All licensees shall comply with this article, the Act, and the regulations of the commission.
B. No person or business may serve alcohol without first obtaining the local consent and/or appropriate approvals of the City as well as the required license(s) or permit(s) issued by the commission. It is unlawful for any person to engage in the business of selling alcohol within the City without first obtaining a general business license pursuant to this title and the appropriate alcohol license from the City. Licenses issued under the provisions of this article shall be classified under the following types, which shall carry the privileges and responsibilities set forth in this article and the Act:

1. Off-premises beer retailer.
2. Full-service restaurant.
3. Limited-service restaurant.
4. Beer-only restaurant.
5. Bar establishment.
6. On-premises banquet.
7. On-premises beer retailer.
8. Single-event permit.
9. Special use permit.
10. Manufacturer.

C. A separate license shall be required for each place of sale. Each licensee shall display in a prominent place on the premises the license issued by the City and the license issued by the commission.

D. In determining compliance with the numerical requirements of this article, any computation resulting in a fractional number, except for proximity requirements, shall be rounded to the nearest whole number.

E. Conflicts between this article and the Act shall be resolved according to Utah Code Annotated 32B-1-204. (Ord. 2018-38, 11-14-2018) (*italics added for emphasis*)

3-3A-4: LICENSE APPLICATION, LOCAL CONSENT, EXPIRATION & RENEWAL:

A. License Application Process: A person seeking the issuance of a license under this article shall provide a written application on forms provided by the City. The application shall be accompanied by:

1. The license fee as set forth in the City's consolidated fee schedule;
2. An approved site plan or conditional use permit or a copy of the applicant's business license;
3. Evidence of proximity to any community location;
4. A floor plan of the premises, including consumption areas and an area where the applicant proposes to keep, store and sell alcoholic beverages;
5. A signed consent form stating that the premises will permit any authorized representative of the commission, City, or County Health Department unrestricted right to enter the premises;

6. A copy of the dram shop insurance coverage as required by the Act;
7. A copy of a cash, corporate or surety bond in the penal amount established by the Act, payable to the Department of Alcoholic Beverage Control; and
8. Evidence of the applicant's background check, proof of being lawfully present in the United States and any other information the City may require to accurately evaluate the merits of the application.

B. Local Consent Procedure: Any application for local consent shall follow the City's application procedures.

1. Business License Official: Each application for a license shall be referred to the business license official. Upon receiving a complete application, the business license official shall submit the request to appropriate City departments for their review and comment.

2. Distance Requirements:

b. A beer-only restaurant, full-service restaurant, or limited-service restaurant license shall not be granted to any applicant for any location situated within three hundred feet (300') of any community location as measured from the nearest patron entrance of the proposed restaurant by following the shortest route of ordinary pedestrian travel to the property boundary of the community location or within two hundred feet (200') of the proposed restaurant measured in a straight line from the nearest patron entrance of the proposed restaurant to the nearest property boundary of the community location.

3. City Council Approval:

a. The request for local consent shall be reviewed by the City Council at a regularly scheduled meeting not more than forty-five (45) days after a complete application is received.

b. After review of the request and accompanying information, the Council shall vote on whether to grant its consent for the issuance of the license.

c. In deciding whether to grant or deny local consent, the City may also consider the proximity of any educational, religious, or recreational facility, or any other relevant factor in reaching a decision on a proposed location.

d. Notwithstanding the foregoing, an application for a single-event permit in conjunction with a regularly-conducted festival or event which, in previous years, received single-event permit approval from the City, may be approved by the Community Development Director upon a showing the applicant has not violated a provision of this article or the Act since the issuance of the last license and that the application meets current ordinances, rules and regulations.

C. Issuance of License: The City shall issue a license upon compliance with the requirements of this article and the applicant providing proof of the issuance of the appropriate license by the commission.

D. Expiration: Licenses issued pursuant to the provisions of this article shall expire each year on the last day of the month in which the license was originally issued.

ALTERNATIVES:

The Council may choose not to approve local consent.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Sales tax from the sale of alcohol at the Toscano Herriman, LLC has yet to be determined.



HERRIMAN, UTAH
RESOLUTION NO.

A RESOLUTION GRANTING LOCAL CONSENT FOR A RESTAURANT-FULL SERVICE STATE LICENSE FOR THE TOSCANO HERRIMAN, LLC

WHEREAS, the Herriman City Council (“Council”) met in regular session on February 25, 2026 to consider, among other things, approving a resolution granting local consent for a restaurant-full service state license for the Toscano Herriman, LLC; and

WHEREAS, Utah Code Ann. § 32B-7-402 provides among other things that to obtain a restaurant-full service state license, a person shall submit to the Department of Alcoholic Beverage Services written consent of the local authority; and

WHEREAS, Utah Code Ann. §32B-1-102 defines Local Authority as the Council; and

WHEREAS, the Toscano Herriman, LLC has requested written consent of the local authority for a restaurant-full service state license, for the property located at approximately 12543 S. Herriman Auto Row, Herriman, UT (known as the “Licensee”); and

WHEREAS, the Council finds that it is in the best interest of Herriman residents to grant the Licensee local consent for a restaurant-full service state license for the Toscano Herriman, LLC located at approximately 12543 S. Herriman Auto Row.

NOW, THEREFORE, BE IT RESOLVED that the Council grants local consent to the Licensee to obtain a restaurant-full service state license and authorizes and directs the City Manager to execute and deliver to the Alcoholic Beverage Control Commission all forms and consents necessary to implement the intent of this resolution.

This Resolution, assigned No. _____, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 25th day of February 2026.

HERRIMAN

Lorin Palmer, Mayor

Jackie Nostrom, MMC
City Recorder



Local Authority Consent for a Retail Alcohol License

License Type:

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of an on-premise retail alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcohol product on the premises of the applicant under the following authorities: Utah Code Sections 32B-1-202, 32B-5-201, 32B-5-203, 32B-5-205, and 32B-5-206.

Herriman, City

hereby grants its consent for the issuance of a license to:

Business Name (DBA): Toscano

Entity Name (or owner's name if sole proprietor): Toscano Herriman, LLC

Physical Location Street Address: 12543 S Herriman Auto Row

City: Herriman **Zip Code:** 84096

Authorized Licensing Authority Signature: _____

Printed Name: _____ **Title:** _____ **Date:** _____

This local consent document must be submitted to the DABS by the applicant as part of a complete application.



DATE: February 10, 2026

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: Authorization to enter into an agreement with Madison AI

RECOMMENDATION:

Staff recommend the City Council grant staff authority to enter into an agreement with Madison AI for use of their knowledge assistant tool.

ISSUE BEFORE COUNCIL:

Should the City Council authorize staff to enter into an agreement with Madison AI for the use of their knowledge assistant?

ALIGNMENT WITH STRATEGIC PLAN:

ES 1 – Establish appropriate levels of service by function

BACKGROUND/SUMMARY:

Madison AI's knowledge assistant was selected through an RFP process to help streamline research and report writing tasks faced by city staff. Staff now seeks the City Council's authorization to enter into an agreement with Madison AI for the use of its knowledge assistant tool.

DISCUSSION:

Research and report writing are among the most time-consuming tasks for several city staff members. Staff is regularly looking for ways to streamline workflows while maintaining high levels of service. AI-powered knowledge assistants offer the promise of accomplishing this within research and report writing tasks. The timeline below illustrates staff's process in learning about and adopting a knowledge assistant tool:

- 3/17/2025 – RFI issued to learn more about AI-powered tools in the municipal government space
- 11/19/2025 – RFP issued to procure an AI-powered knowledge assistant
- 12/12/2025 – RFP closed and assessment process began
- 1/22/2026 – Public notice of selection of Madison AI

Terms of the agreement with Madison AI include:

- \$37,500 Year-One cost

- \$30,000 recurring annual cost with 3% annual escalator
- No automatic renewal

ALTERNATIVES:

Alternatives include:

- 1) **City Council authorizes staff to enter into an agreement with Madison AI for the use of its knowledge assistant (recommended).**
- 2) City Council does not authorize staff to enter into an agreement with Madison AI and requests more information.
- 3) City Council does not authorize staff to enter into an agreement with Madison AI and directs staff to not pursue similar solutions.

FISCAL IMPACT:

If staff enters into the agreement under discussion with Madison AI, the following fiscal impacts will come into play:

- FY2026: budget amendment to allocate \$37,500 for the Year-One fee (already allocated)
- FY2027: budget allocation for \$30,000 (currently planned to come from IT budget)
- FY2028: budget allocation for \$30,000 (will likely increase this allocation to reflect the 3% annual escalator; also currently planned to come from IT budget)

Knowledge Assistant Licensing Agreement

As of February 1, 2026

Madison AI

AI knowledge assistants for government staff to
complete requests in minutes, not hours.

www.MadisonAI.com

This Licensing Agreement ("Agreement") is made and entered into as of February 1, 2026, by and between Herriman City, UT with its principal place of business at 5355 W Main Street, Herriman, UT 84096 ("Licensee"), and Madison AI, Inc. a corporation organized under the laws of Utah, with its principal place of business at 527 Lander Street, Reno, NV 89509 ("Licensor").

WHEREAS, Licensor has developed Madison AI, an AI Assistant for local government LLM for elected officials and staff to access board decisions, agendas, and master codes in your library ("Madison AI"); and

WHEREAS, Licensee desires to license Madison AI from Licensor under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. LICENSE GRANT

- 1.1. **License:** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use Madison AI during the Term (as defined below) for the purpose of generating reports based on governmental data.
- 1.2. **Ownership:** All intellectual property rights in the Application, including but not limited to software, content, text, images, graphics, video, audio, and other materials, are owned by Madison AI.

2. TERM

- 2.1. **Term:** This Agreement shall commence on February 1, 2026, and shall continue for (1) year, unless terminated earlier in accordance with the provisions of this Agreement ("Term").
- 2.2. **Opt-in Renewal:** This Agreement will renew for an additional one (1)-year term if the Licensee provides written notice of its intent to renew at least thirty (30) days prior to the end of the then-current term.
- 2.3. **Cost of Living Increase:** Licenses will auto renew with a 3% cost of living increase each year.
- 2.4. **AI Model Cost Escalation:** Upon each annual renewal, the fees under this Agreement may be subject to an increase. Any such increase shall be directly proportional to any price increases imposed by Microsoft Azure for the software required to support Licensee's use of Madison. The Licensor shall notify the Licensee of any increase in fees at least forty-five (45) days prior to the renewal date. If Microsoft Azure does not increase its pricing, the fees will remain unchanged for the subsequent renewal term.

3. FEES AND PAYMENT

- 3.1. **Fee:** Licensee agrees to pay Licensor a total fee ("Annual License Fee"), which includes data deployment and annual access to Madison AI. All fees will be billed upon contract signing and due net 30. See the Fee and Payment Schedule in Appendix 1.
- 3.2. **Usage Tokens:** The License Fee includes usage tokens with a limit of **\$250 per month or \$3,000 per year**. Any usage beyond this limit will be **tracked but not immediately billed** and will be subject to adjustment upon renewal as specified in Section 3.3. Tokens are priced at cost by Microsoft (\$0.005/1,000 input and \$0.015/1,000 output)) [here](#). (Ex: Each search costs ~ \$0.0676 using GTP-4o Regional.)
- 3.3. **Renewal Adjustment for Usage Fees:** If the Licensee exceeds the monthly usage limit of \$250 or \$3,000 for the 12-month period, the overage will not incur immediate additional charges. Instead, the Licensor will track actual usage throughout the contract term. At the time of annual renewal, the License Fee for the upcoming renewal will be adjusted ("trued up") to reflect the Licensee's level of usage over the previous term. This ensures that future pricing aligns with actual consumption while avoiding unpredictable monthly overage charges. Any increase in the License Fee due to the true-up will apply to the subsequent renewal period and will be provided to the Licensee 30 days in advance of the renewal date.
- 3.4 **Service Support:** Support beyond the initial installation includes issue resolution and Level One customer service support. Additional support, including on-site support for a fee of \$5,000, is available as an optional service add-on upon request.

MADISON AI TERMS of SERVICE <https://madisonai.com/terms-and-conditions/>

4. DEPLOYMENT AND DATA INDEX UPDATING

- 4.1. **Initial Deployment:** Licensor will deploy the AI Knowledge Assistant in approximately (4) weeks and it will include approximately ten (10) years of data from existing agendas, minutes, and staff reports.
- 4.2. **Data Index Updates:** Throughout the Term, Licensor shall update the data pile once monthly to ensure the application has access to the most current governmental data to reference.
- 4.3 **Custom Reports:** Each model includes up to three (3) staff reports or similar report output. See Appendix 4 for an example.
- 4.4 **Agents:** Custom-developed agents and workflows can be requested for an additional fee.

5. LICENSEE OBLIGATIONS AND RESTRICTIONS

- 5.1. **Compliance with Laws:** Licensee agrees to use Madison AI in compliance with all applicable laws and regulations, including but not limited to all federal and Utah state laws.
- 5.2. **Restriction:** Licensee shall not and shall not permit any third party to: (a) reverse engineer, decompile, or disassemble Madison AI; (b) modify or create derivative works of Madison AI; (c) sublicense, lease, rent, or distribute Madison AI to any third party; or (d) use Madison AI for any purpose other than as expressly permitted under this Agreement.

6. SECURITY

6.1. Data Security: Madison AI is a Microsoft Azure Application that is compliant with [Microsoft Data Protection](#). Your prompts (inputs), completions (outputs), your embeddings, and your training data:

- are NOT available to other customers.
- are NOT available to OpenAI.
- are NOT used to improve OpenAI models.
- are NOT used to improve any Microsoft or 3rd party products or services.
- are NOT used for automatically improving Azure OpenAI models for your use in your resource (The models are stateless, unless you explicitly fine-tune models with your training data).

The Azure OpenAI Service is fully controlled by Microsoft; Microsoft hosts the OpenAI models in Microsoft’s Azure environment and the Service does NOT interact with any services operated by OpenAI (e.g. ChatGPT, or the OpenAI API).

MADISON AI PRIVACY POLICY <https://madisonai.com/privacy-policy/>

7. TERMINATION

7.1. **Termination for Convenience:** Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party.

7.2. **Termination for Breach:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

7.3. **Effect of Termination:** Upon termination of this Agreement, Licensee shall cease all use of Madison AI. The License Fee will be prorated on a monthly basis, net of the initial setup fee and token usage to date. Termination shall not relieve Licensee of its obligation to pay any fees accrued or payable to Licensor prior to the effective date of termination. Madison AI will delete all data related to the Licensee, to include chat history and backups.

8. WARRANTY DISCLAIMER

8.1. Madison AI and all content is provided to Licensee strictly on an “as is” basis; and all conditions, representations, and warranties, whether express, implied, statutory, or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, or any warranties arising out of course of dealing or usage of trade; are hereby disclaimed to the maximum extent permitted by applicable law by Madison AI and its licensors.

9. **LIMITATION OF LIABILITY**

9.1. **Limitation:** Licensor's liability for damages hereunder shall in no event exceed the amount of fees paid by licensee to licensor under this agreement. Licensor agrees to indemnify, hold harmless and defend Licensee and the employees, officers and agents of Licensee from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Licensor or the employees or agents of the Licensor (1) in the performance of the agreement, or (2) which are, or are not, based upon or arising out of the professional services of Licensor, to the full extent allowed by law.

10. **GENERAL**

- 10.1. **Governing Law and Dispute Resolution:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law principles. By using Madison AI (Software), you agree that any disputes, claims, or controversies arising out of or relating to the use of the Software, including but not limited to performance, data use, or service-related issues (collectively referred to as "Disputes"), will be resolved through mediation as the initial step in the dispute resolution process, in accordance with the laws of the State of Utah. If mediation does not resolve the Dispute, the parties agree that any legal action shall be brought exclusively in the Third Judicial District Court of the State of Utah.
- 10.2. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 10.3. **Amendments:** No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties.
- 10.4. **Waiver:** No waiver of any term or condition of this Agreement shall be deemed a continuing waiver or a waiver of any other term or condition.
- 10.5. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 10.6. **Assignment:** Licensor and licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Licensor.

IN WITNESS WHEREOF, the parties have executed this Licensing Agreement as of the Effective Date.

Madison AI, Inc.

By: Erica Olsen
 Name: Erica Olsen
 Title: CEO/Co-Founder
 Date: 02/10/2026

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

Appendix 1 – Fee and Payment Schedule

SETUP FEE & DEPLOYMENT -

- Custom LLM setup and configuration including prompt fine-tuning.
- Data processing and metadata extraction.
- Up to 3 custom developed reports/outputs.
- Rollout & Training - 2-3 team training sessions, to be recorded for future use.

MADISON AI MODELS

All modules include 1) Unlimited staff use, 2) Auto-indexing weekly. 3) Includes usage. AI Tokens for search and OpenAI with a limit of \$250 per month or \$3,000 per year. Any adjustments will be discussed in advance of the opt-in renewal. (See section 3.3 for details).

Herriman AI – Proposed Bundle Pricing Option #2

Models	One Time Fees	Annual Fees
Administration + Governance		\$15,000
Community Development	\$10,000	\$15,000
First in State Discount		(\$2,500)
Total Pricing Year 1		\$37,500

Appendix 2 - Agent Library

Below are examples of the agents included as part of the Madison AI development process.

Agent	Explanation
Standalone Questions	Answer ad-hoc questions with concise, sourced responses; handle quick clarifications and follow-ups.
Complete History Tables	Generate export-ready tables of actions/meetings/votes with filters, timestamps, and source links.
Complete History	Produce narrative histories from records, highlighting milestones, decisions, and policy changes.
Write Brief	Draft executive briefs with context, key points, risks, options, and recommended next steps.
Financial Analysis & Summary	Summarize budgets, funding sources, costs, variances, and fiscal impacts; link to models and assumptions.
Anticipated Questions	Pre-build Q&A sets for boards/councils with likely questions, talking points, and citations.
Voting History	Compile vote histories by member/issue; show trends, attendance, and roll-call summaries with charts.
Meeting Voting Record (incl. Recap)	Produce certified vote logs for a meeting—motions, seconds, outcomes—and a concise recap for distribution.
Code Lookup	Query municipal code/ordinances to surface definitions, applicability, cross-references, and amendment history.
Global Query Router	Detect user intent and route ambiguous queries to the best tool; preserve session context and preferences.
Meeting Analytics	Analyze agendas/minutes for throughput, item durations, approvals vs. continuances, backlog, and bottlenecks.
Meeting Newsletter (Citizen Recap)	Turn meeting outcomes into public-facing newsletters with highlights, links, and subscription options.
Historical Planning	Index legacy planning actions, cases, permits, and maps; enable cross-parcel/time search with sources.
Parcel Analysis — Allowed Use	Return permitted/conditional uses by zone/overlay; flag exceptions, CUP triggers, and references.
Parcel Analysis — Code Compliance	Check a parcel/project against setbacks, height, FAR, parking, and other standards; surface conflicts and remedies.
Parcel Analysis — Global Compliance	Scan across zoning, building, fire, and environmental codes to aggregate compliance status and risks.
Meeting Minutes	Draft minutes from audio/transcripts; capture attendees, actions, motions, and follow-ups to template.
Staff Report Evaluator	Score inbound staff reports for completeness, clarity, and compliance; suggest edits and required attachments.
GIS Summary (Lookups)	Summarize key geospatial facts for a parcel/area—zoning, GP, overlays, flood, buffers, districts—with maps.

Public Comments	Ingest comments from email/web/voicemail; dedupe, tag sentiment/topics, group by agenda item, and summarize.
Admin Policies	Locate and summarize internal policies/procedures; flag conflicts, version changes, and required acknowledgments.
Web Results / Search Web	Search the web and synthesize top results with citations, freshness checks, and risk notes.
Deep Research	Perform multi-source literature reviews with methodology, findings, gaps, and an annotated bibliography.
Citizen Data	Aggregate open data (demographics, permits, code cases) to build community profiles and indicators.
Dynamic Category Routing	Auto-classify and route queries to categories/workflows; continuously improve from user feedback.
Project Compliance Analysis	Evaluate projects against zoning/GP and overlays; produce findings, conditions, and clear compliance status.
Proposal / Development Summary	Create concise summaries of development proposals with key metrics, maps/exhibits, status, and next steps.
Code Comparison (Jurisdictional)	Compare code sections across jurisdictions; highlight differences, policy implications, and recommended updates.

Appendix 3 – Additional Clauses

Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its elected officials, officers, employees and volunteers from all claims, lawsuits, demands, judgments or liability including, but not limited to, general liability, automobile liability, and professional errors and omission liability that arise or are alleged to have arisen as a result, in whole or in part, from the negligence acts, errors or omissions, or failure to perform by Contractor or its employees, agents, or consultants. Contractor’s obligations under this Section shall survive the expiration of this Agreement.

Hold Harmless. The fullest extent permitted by law, Independent Contractor shall hold harmless, defend at its own expense, and indemnify Herriman, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omission to act of Independent Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from Herriman’s sole negligence or willful acts.

Governmental Immunity. Herriman advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by Herriman under this Agreement are expressly limited to the amounts identified in the Act.

Privacy Requirements. If the Independent Contractor obtains, processes, or has access to personal data as part of the Independent Contractor’s duties, the Independent Contractor shall comply with personal data privacy requirements found in Utah Code § 63A-19-101, *et seq.* “Personal Data” has the same definition as in Utah Code § 63A-19-101(13).

Appendix 4 – Example of Custom Reports



WASHOE COUNTY

Integrity Communication Service
www.washoecounty.gov

STAFF REPORT BOARD MEETING DATE:

DATE:

TO: Board of County Commissioners

FROM:

THROUGH:

SUBJECT: Approval of a License Agreement between Washoe County and the Regional Transportation Commission for the Continued Storage of an Emergency Management Flood Preparedness Storage Container on Parcel Number 140-051-23.

SUMMARY

The staff is requesting that the Board of County Commissioners approve the Approval of a License Agreement between Washoe County and the Regional Transportation Commission for the Continued Storage of an Emergency Management Flood Preparedness Storage Container on Parcel Number 140-051-23. This action is necessary to formalize the continued use of approximately 1,000 square feet of property now owned by the Regional Transportation Commission (RTC) for the storage of an Emergency Management Flood Preparedness container, following the recent transfer of ownership from the Truckee Meadows Water Authority to RTC. The license agreement ensures that Washoe County Emergency Management, in partnership with the Community Emergency Response Team (CERT), can maintain critical flood preparedness resources in the south Truckee Meadows, supporting rapid response during flood events and enhancing community resilience. The agreement also provides for ingress and egress to the site, and outlines responsibilities for site maintenance and compliance with all applicable laws and regulations. Washoe County Strategic Objective supported by this item: Fiscal Sustainability: Long-term sustainability. This item aligns with the FY24-WashoeCounty-RefreshedStrategicPlan by ensuring the efficient and

sustainable delivery of regional emergency management services. Anticipated questions from elected officials may include inquiries about the necessity of a new agreement, the impact of the property transfer on emergency operations, and the long-term benefits to the community. Staff can confirm that the new license is required due to the change in property ownership, and that approval will ensure uninterrupted access to vital emergency supplies, with no fiscal impact to the County. The agreement is structured to allow for flexibility in the event of future property use changes, while safeguarding the County's ability to respond effectively to flood emergencies in the region.

PREVIOUS ACTION

A review of Board of County Commissioners actions related to the continued storage of an Emergency Management Flood Preparedness Storage Container on Parcel Number 140-051-23 reveals the following sequence of approvals and agreements:

On January 12, 2016, the Board of County Commissioners approved a License Agreement between Washoe County and the Truckee Meadows Water Authority (TMWA) for the continued placement of an Emergency Management Flood Preparedness Storage Container on Assessor's Parcel Number 140-051-23, located near Western Skies Drive and Equestrian Road in the south Truckee Meadows. The approval was granted as part of the consent agenda (Item 8D5), with the motion made and carried unanimously. The agreement allowed for the County's continued use of approximately 1,000 square feet of TMWA property for flood preparedness activities, with no associated fiscal impact. The staff report was presented by Dave Solaro, Director of the Community Services Department, and the recommended motion was adopted as stated.

No subsequent Board actions regarding this specific license agreement were recorded until May 28, 2024. On that date, following the transfer of property ownership from TMWA to the Regional Transportation Commission (RTC), the Board considered and approved a new License Agreement between Washoe County and RTC for the continued storage of the Emergency Management Flood Preparedness Storage Container on Parcel Number 140-051-23. The item was presented as part of the consent agenda (Item 7C1), with the staff report submitted by Eric Crump, Director of the Community Services Department. The motion to approve was made by Chair Alexis Hill, seconded by Commissioner Andriola, and carried unanimously on a 5-0 vote. The agreement formalized the County's continued use of the site for emergency management purposes, with no

cost to the County. No public comment was received on this item, and no presentations or additional funding actions were required.

The Board's actions in both 2016 and 2024 were limited to the approval of license agreements for the use of the subject parcel for flood preparedness storage. No amendments, funding allocations, or related presentations specific to this storage container or parcel were recorded in the intervening period. All actions were approved unanimously, and the responsible staff members were Dave Solaro (2016) and Eric Crump (2024).

No other Board actions, motions, or funding decisions related to the subject license agreement or the continued storage of the Emergency Management Flood Preparedness Storage Container on Parcel Number 140-051-23 have been identified in the official record to date.

BACKGROUND

The continued storage of an Emergency Management Flood Preparedness Storage Container on Assessor's Parcel Number 140-051-23 is rooted in Washoe County's broader strategy to enhance regional disaster readiness and community resilience. The container, one of several distributed throughout the county, is a critical asset for rapid deployment of flood response resources in the south Truckee Meadows. Its placement reflects a regional approach to emergency management, emphasizing pre-positioned supplies to support timely and effective response during flood events, which have historically posed significant risks to the area's residents and infrastructure.

Washoe County's authority to enter into license agreements for the use of public and private property for emergency management purposes is established under Nevada Revised Statutes (NRS) Chapter 244, which grants counties the power to manage property and enter into contracts necessary for the protection of public health, safety, and welfare. Specifically, NRS 244.275 authorizes county commissions to acquire, hold, and manage property for public use, including the establishment of agreements for emergency management and disaster preparedness activities. Additionally, Washoe County Code Chapter 65.300 formally establishes the Division of Emergency Management and grants it the responsibility to coordinate preparedness, response, and recovery activities for all hazards, including floods.

The legal framework for the license agreement also requires compliance with all applicable local, state, and federal laws, including permitting, site maintenance, and indemnification provisions. The agreement stipulates that Washoe County is responsible for ensuring that all activities on the site

adhere to relevant environmental, safety, and land use regulations, and that the County indemnifies the property owner against claims arising from its use of the site. The agreement is governed by the laws of the State of Nevada, with venue for any disputes established in Washoe County.

The project aligns with several regional and county-level planning documents and strategic objectives. The Washoe County Emergency Management and Homeland Security Program, as well as the Regional Wildland Fire Annex and Debris Management Plan, emphasize the importance of distributed emergency resources and interagency coordination to address flood and other disaster risks. The Flood Response Action Plan (FRAP), developed in partnership with local governments and tribal entities, further underscores the need for pre-positioned supplies and collaborative response strategies to mitigate the impacts of flooding in vulnerable areas. The continued storage of the flood preparedness container directly supports these objectives by ensuring that critical resources remain accessible to emergency personnel and community volunteers.

From a community perspective, the presence of the storage container has been recognized as a key element in building local capacity for disaster response. The Community Emergency Response Team (CERT) and other volunteer organizations rely on these resources to support sandbagging operations and other protective measures during flood events. The location near Western Skies Drive and Equestrian Road was selected for its accessibility and proximity to flood-prone neighborhoods, maximizing the potential for timely intervention.

In summary, the license agreement for continued storage of the Emergency Management Flood Preparedness Storage Container on Parcel Number 140-051-23 is a product of Washoe County's commitment to proactive disaster preparedness, intergovernmental cooperation, and compliance with legal and regulatory requirements. The agreement is an essential component of the county's strategy to safeguard public safety and maintain operational readiness in the face of recurring flood risks.

FISCAL IMPACT

- The fiscal impact of the License Agreement for the continued storage of an Emergency Management Flood Preparedness Storage Container on Parcel Number 140-051-23 must be considered in the context of broader county practices and intergovernmental arrangements, as established by Nevada Revised Statutes and Washoe County Code.

- In comparison to other property use agreements, such as those for snow storage, employee parking, or public safety training, the County has historically structured agreements to minimize direct expenditures by leveraging partnerships and public benefit considerations. For example, agreements for snow storage on State land or employee parking on utility-owned parcels may include nominal annual fees or cost-sharing arrangements, while others, such as certain interlocal or emergency management agreements, are executed at no cost when the public interest is served.
- The County's risk management and insurance obligations under such agreements are typically addressed through established self-insurance programs and compliance with statutory liability limitations, as outlined in NRS Chapter 41. This approach ensures that the County's exposure to unanticipated costs is mitigated and that any indemnification requirements are met without the need for additional appropriations.
- The License Agreement with the Regional Transportation Commission (RTC) for the subject parcel is consistent with these established fiscal practices, reflecting a regional approach to emergency management that prioritizes cost-effective resource allocation and interagency cooperation. The absence of a license fee or rental payment is aligned with the County's strategic objective to maximize the use of public assets for community resilience and disaster preparedness, while maintaining fiscal discipline.
- Any future changes in the fiscal obligations associated with the use of the parcel—such as the imposition of fees, requirements for capital improvements, or changes in insurance coverage—would be subject to review and approval by the Board of County Commissioners, in accordance with applicable laws and County policies. This ensures ongoing oversight and the ability to respond to evolving operational or financial circumstances.
- In summary, the fiscal impact of this License Agreement is best understood as part of a broader, policy-driven framework that emphasizes prudent stewardship of public resources, risk management through statutory mechanisms, and the leveraging of intergovernmental partnerships to achieve regional emergency preparedness objectives.

RECOMMENDATION

Approval of a License Agreement between Washoe County and the Regional Transportation Commission for the Continued Storage of an Emergency Management Flood Preparedness Storage Container on Parcel Number 140-051-23.

POSSIBLE MOTION

Should the Board agree with the staff's recommendation, a possible motion would be: "Move to approve a License Agreement between Washoe County and the Regional Transportation Commission for the Continued Storage of an Emergency Management Flood Preparedness Storage Container on Parcel Number 140-051-23."

Attachments

Case Maps

Ordinance

Herriman City
5355 W Herriman Main Street
Herriman, UT 84096
801-446-5323

Request for Proposals Report Writing and Research Assistant Tool for Local Government

Due Date: December 12, 2025, at 4:00 pm MST

1. Introduction

Herriman City is soliciting proposals from qualified vendors for a report writing and research assistant tool for local government. The tool should use Herriman's data as its source of truth. While the tool may use artificial intelligence (AI), no information should be pushed back into a large language model. The solution should be relatively turnkey, with proven implementations with other local governments.

2. Proposal Requirements

To be considered, interested vendors must include the following in their proposal (maximum of 5 pages, not including introductory letter):

- **Company Overview:** Background information on the company, including years of experience providing AI tools for local government.
- **Technology:** Ability to generate professional-level reports and research based on Herriman City's data sources.
 - Ability to query addresses and parcels to understand allowed uses, relevant municipal code, zoning requirements, and other relevant history and agreements.
 - Summarize development proposals and highlight areas for review relative to existing city land use standards.
 - Integrate with GIS tools.
 - Draft ordinances and resolutions based on user queries.
 - Provide timelines of any topic discussed in prior public meetings.
 - Draft staff reports based on identified sources of information.
- **Privacy:** City data, prompts, and outputs should not be ingested into large language models for training purposes. They should not be available to other of the vendor's customers.
- **Cost Proposal:** Detailed pricing for the tools offered.
- **Experience:** A summary of the company's experience, including the number of local governments worked with.

- **Customer Service Plan:** Description of customer service protocols, including ongoing training and other resources.
- **Implementation Plan:** Timeline for implementation of relevant tools for use by Herriman City employees.

3. Evaluation Criteria

The proposals will be evaluated based on the following criteria:

- **Cost Proposal (40%)**
- **Experience with other Local Governments (40%)**
- **Implementation Timeline (20%)**

4. Submission Requirements

Interested providers must submit their proposals by 4:00 pm MDT on December 12, 2025. Late submissions will not be considered. Please submit proposals electronically in PDF format to the Utah Public Procurement Place (Bonfire):

<https://utah.bonfirehub.com/portal/?tab=openOpportunities>

5. RFP Timeline

Proposal Due Date: 12/12/2025

Estimated Award Date: Early January 2026

6. City's Rights and Reservations

The city reserves the right to:

- Enter into negotiations with any proposer regardless of their proposal's score,
- Reject any or all proposals,
- Waive any informalities or irregularities,
- Request additional information from proposers,
- Terminate or alter the terms of the RFP at any time.

7. Compliance with GDPR

The awarded Contractor acknowledges and agrees to comply with all applicable provisions of the Utah Government Data Privacy Act (GDPA), Utah Code Ann. § 63A-19-101 et seq., as amended, and associated administrative rules, with regard to any personal data processed or accessed as part of the duties under any resulting contract.

Exhibit "A"
CERTIFICATION

The undersigned Proposer certifies that it has not:

1. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee or his or her relative or business entity;
2. Retained any person to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or
3. Knowingly influenced and hereby promised that it will not knowingly influence and City officer or an employee or former City officer or employee to break any applicable ethical standard or rules.

The undersigned Proposer certifies that:

1. The Proposal is made in good faith.
2. The Proposal is made in conformity with the specifications and qualifications contained in the Request.

Name of Vendor: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

Web Site Address: _____

Email Address: _____

Date Signed: _____



DATE: January 29, 2026

TO: The Honorable Mayor and City Council

FROM: Blake Thomas

SUBJECT: Discussion and Consideration of a Software as a Service Agreement with Davenport Group USA, LLC to provide Community Development Permitting Software – Blake Thomas, Community Development Director

RECOMMENDATION:

Staff Recommends that the City Council approve the Service Agreement with Davenport Group USA, LLC.

ISSUE BEFORE COUNCIL:

Should the City Council approve a contract with Davenport Group USA, LLC to provide Community Development Permit Software services to the City?

ALIGNMENT WITH STRATEGIC PLAN:

ES 1 – Establish appropriate levels of service by function

BACKGROUND/SUMMARY:

The Community Development Department processes hundreds of permits and applications each year. Many of the permits require multiple steps. Some applications begin processing in one department and conclude in another department. Tracking can be difficult because of the volume of permits and the complexity of some applications. Herriman has utilized several different software solutions over the years to process permits. The current software is a highly customized program that has a handful of limitations including the lack of an online portal and concerns with ongoing support. Due to these concerns, Herriman has decided to explore other software solutions for community development permits, applications, and business licensing.

DISCUSSION:

Herriman contracted with Berry Dunn, a national professional services firm, to assist with preparing the consultant selection process in March, 2025. Berry Dunn assisted with the preparation of a Request for Proposals (RFP). The city advertised the RFP on the State of Utah's procurement site and received ten proposals for qualified firms. A thorough review of the proposals was conducted by the Berry Dunn team and city staff resulting in a scoring and ranking of each proposer. Four proposers were selected and invited to give 8-hour

demonstrations of their product to city staff and Berry Dunn representatives. The demonstrations were rated and scored based on predetermined metrics. These scores were combined with the RFP scores for a final ranking. The final ranking for the four firms was as follows:

1. Davenport Group
2. Tyler
3. Clariti
4. CityView

With Davenport as the clear leader among the firms, staff proceeded with contract preparation based on the terms of the RFP. The final contract is attached to this staff report. Approval of the contract will allow for the implementation process to begin. This process is anticipated to take approximately ten months to complete. The anticipated “go-live” date will be January 4, 2027. One of the main features of this software will be an online portal where anyone wishing to submit an application to the city can complete all forms and upload all documents through the online portal.

ALTERNATIVES:

Alternative	Pros	Cons
1. Approve the contract as provided. Recommended	Allows the project to proceed with implementation.	None identified.
2. Approve the contract with conditions.	Could address a concern that has not yet been considered.	Additional modifications to the contract could delay implementation or end up being non-negotiable with Davenport.
3. Do not approve the contract.	None identified.	Would require the RFP process to restart and delay implementation of the software.

FISCAL IMPACT:

The costs are as follows:

1. Total implementation cost: \$312,000
2. Annual costs are fixed at \$41,200 for 5 years and then increase 3% per year until year 10.

ATTACHMENTS:

1. Davenport Software Subscription Agreement
2. Project RFP (for reference)

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into by and between The Davenport Group USA, LLC, a Delaware limited liability company ("Company"), a subsidiary of Springbrook Holding Company LLC, a Delaware limited liability company, and Herriman City, Utah, ("Client"), a municipal corporation.

1. Definitions

- 1.1. **Pronouns.** The terms "us" or "our" mean the Company. The terms "you" or "your" mean the Client. Company may perform its obligations under this Agreement through its Affiliates; however, Company remains fully responsible for all obligations under this Agreement.
- 1.2. **"SaaS"** means the software as a service, commonly abbreviated as SaaS, provided by Company to Client as described in Exhibit A.
- 1.3. **"Subscription Fee"** means the fee paid by Client to Company for the use of the SaaS.
- 1.4. **"Effective Date"** means the date this Agreement is signed by both parties.
- 1.5. **"Days"** shall be interpreted as Calendar Days unless otherwise specifically noted as "Business Days". The term Business Days excludes Saturdays and Sundays and Public Holidays.
- 1.6. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with a party.

2. SaaS

Company shall provide the SaaS, or services, described in Exhibit A, SaaS Scope of Work under our Standard Support Plan. You are granted the right to use the SaaS only for your internal business purposes and the number of defined Users.

3. Subscription Fee

You agree to pay the Subscription Fee as set forth in Exhibit C, the Cost Proposal, Section I, *Annual Software Assurance and Support*. The Subscription Fee is payable annually, in advance of the term's start date and is non-refundable. If payments for Undisputed Fees are not received within 60 days of the invoice date, a late fee of one percent (1.0%) shall be added to any outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date due until the date paid. For the initial term, the Subscription Fee will be incorporated and invoiced with the milestones set forth in Exhibit C.

4. Term and Termination

4.1. Term

The term of this Agreement is five (5) years, which starts on the first day of the first month following the Effective Date. Upon expiration of the initial term, the parties may renew this Agreement for additional five (5) one (1) year optional renewal terms at our current Subscription Fees, plus an inflation adjustment not to exceed 3% per year beginning after the initial term, unless terminated in writing by either party prior to the end of the then-current renewal term. Your right to access the SaaS will terminate at the end of this Agreement.

4.3. Termination

This Agreement may be terminated as described below by either party upon written notice to the other party. Upon termination, you shall pay all undisputed fees and expenses related to the software or services you have received, or have been incurred, prior to the effective date of termination. Disputed fees and expenses in all terminations must have been submitted as invoice disputes in accordance with Section 13.

4.3.1 Failure to Pay Subscription Fees. Your access to the SaaS depends on your payment of the Subscription Fees. Failure to pay fees thirty (30) days after the term start date will result in a suspension of your SaaS access and a written notice of our intent to terminate this Agreement. Additionally, if payment is not made within forty-five (45) days after receiving written notice of our intent to terminate, we reserve the right to terminate this Agreement.

Company acknowledges that you are governmental entity and, as such, you are funded by annual appropriations through governing bodies. Company agrees that a non-appropriation of funds by your governing body shall relieve you of payment requirements under this section. You will provide at least thirty (30) days prior notice and sufficient evidence of such non-appropriation of funds.

4.3.2 For Cause. If you believe Company has materially breached this Agreement, you will invoke the Dispute Resolution clause described in Section 13. You may terminate this Agreement for cause in the event Company does not cure or create a mutually agreeable action plan to remedy a material breach of this Agreement within the thirty (30) day window set forth Section 13.

4.3.3 Force Majeure. Either party can terminate this Agreement if a Force Majeure event suspends the SaaS availability for a period of thirty (30) days or more.

5. Professional Services

5.1 General

Company shall perform the one-time Professional Services outlined in Exhibit B, Professional Services Scope of Work. Company may perform the Professional Services through its Affiliates and their personnel and contractors; however, Company remains fully responsible for all obligations under this Agreement. The Professional Services are scheduled to be completed according to the Milestone dates, as outlined in Exhibit D, during the initial term of SaaS. The successful and timely rendering of the Professional Services requires good faith cooperation from you. You shall provide reasonable cooperation to us, including, without limitation, making available, as may be reasonably required, or requested (a) information concerning your business as it relates to the Professional Services; (b) qualified personnel of Client; and (c) sufficient access to your data and systems. Where Client Data is required to perform the Professional Services, and unless specified otherwise, you shall provide such Client Data in a timely fashion and in no more than ten (10) business days. The Project Schedule Milestones as shown in Exhibit D reflect the major deliverables, deadlines, and onsite visits in the project timeline. The parties anticipate the project timeline will have minor adjustments during implementation. Delays in meeting the Project Schedule for your reviews or deliverables will trigger a corresponding adjustment in future milestone dates in the Project Schedule. However, substantial delays caused by you that result in a thirty (30) day or more cumulative delay to the project timeline, shall require an amendment to adjust the Project Schedule and the additional resource allocations to this project.

5.2 Except where otherwise agreed by the Parties, Company shall book all travel arrangements at least fourteen (14) days in advance of the scheduled departure date. Travel bookings within a fourteen (14) calendar day period prior to the scheduled travel will require advance, written approval of the Client and authorization for the costs. Airfare shall be booked at a coach rate only. Our personnel shall make best efforts to stay within the limits of Herriman, UT, when booking lodging arrangements.

5.3 Personnel Commitment and Obligations. Company shall perform its obligations as set forth in the applicable Statement of Work. In addition, Company shall:

- i. designate and provide for each Statement of Work one, unless otherwise so stated as more than one, our point of contact who shall be responsible for answering and resolving Client's questions and issues relating to the project(s) described therein; and
- ii. provide sufficient, qualified, knowledgeable personnel capable of performing our obligations as set forth in the applicable Statement of Work.

5.4 Company shall assign and meet the required staffing and resource needs for its provision of its Services. If Client notifies Company that it is dissatisfied with the services of any person supplied by us, Client shall provide Company with a written description of such unsatisfactory

services, and Company shall try in good faith to promptly resolve any concerns. If Client continues to be dissatisfied with such person due to issues related to performance, workplace conduct, or behavior, Company will remove that person from the situation and will assign another qualified person to Client's work as soon as possible. Company agrees to use commercially reasonable efforts to maintain consistency of project personnel (subject to personnel employment status, promotion, leave of absence) and commits that replacement staffing resources will have sufficient project knowledge, qualifications and experience, without additional cost to Client, in order to render services in accordance with this Agreement. In such a case, Company will provide a replacement within a commercially reasonable time while preserving overall project timelines.

5.5 Company shall require all agents, officers, and employees to abide by any Client's policies that are communicated or provided in writing to Company, including those prohibiting sexual harassment, pandemic response, security, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on Client property at all times while performing duties pursuant to the Agreement. Company agents, officers, and employees performing services on Client premises and otherwise using Client software, hardware, or equipment, shall comply with all Client security and information technology policies and practices. Company agrees and understands that a violation of any of these policies or rules will constitute a breach of the Agreement and will be sufficient grounds for termination of the Agreement by the Client.

5.6 Standard of Care. Company warrants that our Services will be performed in a good, timely, thorough, and workmanlike manner, in accordance with the Agreement and in a manner consistent with the same degree of skill and care ordinarily exercised by professionals performing similar services in the same locality or industry, at the same site, and/or under the same or similar circumstances and conditions. Company shall be responsible for the professional and technical accuracy and the coordination of all work furnished under this Agreement as further set forth in the associated Statement of Work. Company shall furnish appropriate qualified and competent professional services for each aspect and task for which it is assigned per the Statement of Work so that detailed checking or reviewing by the Client is not necessary. Notwithstanding any provision to the contrary, the Client's review, approval, testing, acceptance or payment for any of the Deliverables, Services, equipment, and/or materials furnished shall not be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, provided, however, that acceptance or deemed acceptance of deliverables under Exhibit B constitutes acceptance of the related Professional Services Billing Milestones in Exhibit E for billing purposes. Without limiting the generality of other provisions of this Agreement, in the event that any aspect of our performance fails to comply with applicable law or Statement of Work due to our negligence, Company shall make all necessary corrections at no cost whatsoever to the Client.

5.2 Billing and Payment

We will invoice Professional Services monthly based on the Professional Services Milestones (defined in Exhibit E) completed the prior month. Payments are due thirty (30) days from the invoice date. Professional services shall be suspended for invoices over sixty (60) days past due. For any disputes arising from Professional Services, you will invoke the Dispute Resolution clause described in Section 13. For invoices tied to Professional Services Billing Milestones (Exhibit E) and the associated Implementation Steps (Exhibit B), Client's acceptance or deemed acceptance under Exhibit B shall constitute acceptance of the corresponding Milestone for billing purposes, subject to Client's right to dispute invoiced amounts within the time period set forth in this Section.

If Client disputes all or a portion of any invoice, Client shall inform Company in writing of the nature of the dispute within thirty (30) days of invoice receipt. Company will resubmit an invoice with only undisputed amounts listed, and upon resolution of any items under dispute, Company will resubmit those resolved items on a separate invoice which Client agrees to pay within 30 days of original invoice receipt date. The Client's written notice to Company of a dispute must contain reasonable detail so that Company can investigate the issue. Company shall respond to Client's notice within ten (10) business days with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice and Client shall pay such resolved invoice within ten (10) days from resolution. The Parties will make reasonable efforts to resolve all remaining issues, if any. Company will not suspend delivery of Services as a result of invoice(s) that are under dispute in accord with the terms above.

6. Indemnification

Company shall indemnify, defend, and hold you harmless from and against any third-party claims, based upon infringement of any United States copyright, trademark or patent by the Software. You agree to notify us of any such claim promptly in writing. You agree to cooperate fully with us during such proceedings. Company shall defend at our sole expense all proceedings arising out of the foregoing. In the event of such infringement, Company may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

Company shall defend, indemnify, and save you, your officers, agents, and employees, harmless from or on account of any liabilities, damages, losses, and costs received or sustained by any person or persons by or in consequence of any negligence, , recklessness or intentional misconduct by Company and its Affiliates, and any persons employed or utilized by us in the performance of this Project; provided, however, that Company's obligations under this paragraph apply only to third-party claims and only to the extent caused by Company's negligence, recklessness, or intentional misconduct. Company agrees that negligent, reckless, or intentional wrongful misconduct includes, but is not limited to the use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials.

The indemnification provided above shall obligate us to defend at our own expense or to provide such defense, at the Client's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Client which may result from the operations and activities under this Contract whether the construction operations be performed by us, our subcontractors or by anyone directly or indirectly employed by either. The indemnification includes all costs and fees including attorneys' fees and costs at trial or at appellate levels. Nothing herein shall be construed to require Company to indemnify Client against Client's own negligence.

Hold Harmless: To the fullest extent permitted by law, Company shall hold harmless, defend at its own expense, and indemnify City, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Company or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expense arising from City's sole negligence or willful acts.

Governmental Immunity: City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitations of judgements. Any indemnity and insurance obligations incurred by the City under this contract are expressly limited to the amounts identified in the Act.

7. Disclaimer

Apart from the explicit warranties contained herein and to the fullest extent allowed by law, Company explicitly disclaims all other warranties and conditions, whether expressed, implied, or statutory. This includes merchantability or fitness for a particular purpose or errors arising from user error.

8. Future Functionality

Except as stated herein, you recognize that this purchase is not dependent on the inclusion of any future functionality or features.

9. Limitation of Liability

Neither party shall be liable to the other party for any indirect or punitive damages regardless of whether notice of the possibility of such damages was provided. Our liability for damages, whether based on contract or tort, including negligence and strict liability, shall be limited to your

actual direct damages, not exceeding two times (2x) the total fees paid up to the time of the claim during the then-current annual term. Both parties agree that the Subscription Fee is set based on this limitation of liability and the exclusion of certain damages. This limitation of liability shall not apply to claims subject to Section 6, which addresses exclusion of certain damages.

10. Ownership

10.1 Ownership of SaaS Subscription and the Software

Company maintains ownership and intellectual property rights to the LAMA Software, and any resources created by us pursuant to this Agreement. You do not gain any license beyond the scope and duration of the SaaS to use the LAMA Software under this Agreement. The Documentation is licensed to you for internal, non-commercial reference purposes only, and may be used and copied by your employees accordingly.

10.2 Ownership of Client Data

Company has no right, title, or interest in your Data. You grant Company and its Affiliates a non-exclusive license to use your data for purpose of completing the services related to this Agreement. Company shall protect the security, confidentiality, and integrity of your Data.

Client data records shall remain the sole and exclusive property of Client..

Client may upload or otherwise provide Client Data that includes personal and/or private information ("Personal Information"). Company may view, access, process, and disclose Personal Information only as necessary to perform its obligations under this Agreement, including implementation, support, maintenance, and data migration, and only to (i) Company personnel and contractors with a need to know and who are bound by confidentiality obligations, (ii) Company's authorized subprocessors used to provide the services, or (iii) as required by law. Except as set forth above, Company shall not disclose Personal Information.

Client Data remains the sole and exclusive property of Client. Client shall have full access to Client Data at all times and may manage Client Data in its sole discretion.

Upon termination of this Agreement, Company will, within thirty (30) days, return to Client or (at Client's request) destroy all copies of Client Data in Company's possession or control,

On termination of this Agreement, Company will within thirty (30) days of termination return to Client or (at Client's request) destroy all copies of Client records in its possession or control , **except** for copies maintained in routine backup or archival systems, which shall be securely retained and destroyed in accordance with Company's normal retention cycles. Upon request, an officer of Company shall certify in writing that Company has complied with this Section.

11. Insurance

Company and Affiliates shall at our own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an “occurrence” basis. The insurance requirement shall remain in effect throughout the term of this Agreement: (a) Commercial General Liability with a minimum coverage \$2,000,000 (b) Automobile Liability with a minimum coverage of \$1,000,000; (c) Professional Liability with a minimum coverage of \$2,000,000; (d) Workers Compensation of \$1,000,000 or in compliance with applicable statutory requirements; (e) Cyber Security Liability with a minimum coverage of \$5,000,000..

All policies are to be written through companies duly approved to transact that class of insurance and placed with carriers with an A rating or better. The Client, its officers, and agents, shall be endorsed as an additional Insured under our General Liability Insurance. Company hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against you, it being the intention that the insurance policies shall protect both parties and be primary coverage for all losses covered by the policies. Company shall provide you with evidence of Certificates of Insurance promptly upon request. Company will not modify any policies by reducing the coverage below the minimum terms provided for above. Company shall not create a lapse in insurance coverage.

12. Restrictions

You are prohibited from: (a) making the LAMA Software or Documentation resulting from the software services available to any third party for use in business operations unrelated to your operations or your successful use of services; (b) reverse engineer, decompile, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the executable code portions of the Licensed Software (collectively, “Reverse Engineering”); (c) using the software or documentation resulting from the software services to develop or assist a third party in developing, products or services that compete with us; or (d) licensing, selling, leasing, transferring, assigning, displaying, hosting, outsourcing, disclosing, or otherwise commercially exploiting the LAMA Software or Documentation to any third party other than as expressly permitted by this Agreement, except as necessary to comply with federal, state, or local laws, regulations, and/or court orders.

13. Dispute Resolution

You agree to notify us in writing within thirty (30) days upon becoming aware of a dispute. You also agree to cooperate with us in attempting to reasonably resolve all disputes. This includes, if requested by either party, appointing a senior representative to engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days

of the written dispute notice, unless otherwise agreed. All discussions between senior representatives will be considered confidential settlement discussions, not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Company fails to resolve the dispute, the parties will participate in non-binding mediation to attempt resolution. If the dispute remains unresolved after mediation, either party may pursue their rights and remedies in a court of competent jurisdiction. This section does not prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

14. Nondiscrimination

Company complies with applicable federal and state civil rights laws and do not exclude, deny benefits to, or otherwise discriminate against any individual on the basis of race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identity and expression, religion, creed, political beliefs, or disability in employment, admission or access to, treatment or participation in, or receipt of the services and benefits under any of its programs, services and activities, whether carried out by the department directly or through a contractor or any other entity with which it arranges to carry out its programs, services and activities. Company does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

15. E-Verify

Company and its Affiliates comply with the E-Verify procedures administered by the USCIS for all of our employees assigned to your project.

16. Subcontractors

Company will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. For purposes of this Section, performance by Company's Affiliates will not be deemed subcontracting.

17. Binding Effect No Assignment

This Agreement shall bind and confer benefits upon the successors or permitted assigns of either party. Neither party may assign this Agreement without the prior written consent of the other party; however, your consent is not required for an assignment by us due to a corporate reorganization, merger, acquisition, or purchase of some or all our assets.

18. Force Majeure

Except for your payment obligations, neither party shall be held liable for delays in fulfilling its obligations under this Agreement to the extent that such delays are caused by Force Majeure. However, in the event of a Force Majeure event, the party experiencing the delay must, within ten (10) business days, provide the other party with written notice detailing the cause and extent of the delay, along with a request for a reasonable time extension equivalent to the estimated duration of the Force Majeure event.

19. No Intended Third-Party Beneficiaries

This Agreement is established solely for the benefit of you and us. No third party shall be considered a beneficiary of this Agreement, nor shall any third party have the right to make any claim or assert any right under this Agreement. However, this provision does not affect the rights of third parties under any Third-Party Terms.

20. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

21. No Waiver

Failure by either party to strictly enforce the terms and conditions of this Agreement shall not constitute a waiver or modification of the Agreement. Furthermore, such failure shall not prevent either party from enforcing each and every term of the Agreement thereafter.

22. Independent Contractor

Company is an independent contractor for all purposes under this Agreement.

23. Notices

All notices or communications required or permitted under this Agreement, including notice of an alleged material breach for termination or a dispute to be submitted to dispute resolution, must be in writing and shall be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) receipt by the sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) receipt by the sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address specified on the signature page or such other address as the party may have designated by proper notice. The consequences for the failure to receive a

notice due to improper notification by the intended receiving party of a change in address shall be borne by the intended receiving party.

24. Client Lists

You agree that Company may identify you by name in client lists, marketing presentations, and promotional materials with your written consent.

25. Confidentiality

Both parties acknowledge that their respective employees, agents, and contractors, while performing this Agreement, may be exposed to confidential information, the disclosure of which could infringe upon the rights of private individuals and entities, including the parties themselves. Confidential information includes nonpublic information that a reasonable person would deem confidential, encompassing personal identifying information (e.g., social security numbers) and trade secrets, as defined by applicable state law.

Subject to the state Public Records Act, each party agrees not to disclose any confidential information of the other party and undertakes to take all reasonable and appropriate measures to prevent such disclosure by its employees or agents. The confidentiality obligations outlined herein shall survive the termination or cancellation of this Agreement.

However, this obligation of confidentiality does not extend to information that:

- (a) is in the public domain, either at the time of disclosure or thereafter, except due to breach of this Agreement by a party or its employees or agents
- (b) a party can demonstrate by reasonable evidence was in its possession at the time of initial disclosure
- (c) a party receives from a third party who has the right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under open records laws or similar applicable public disclosure laws governing this Agreement. In such cases, if you receive an open records or similar request, you agree to promptly notify us and fulfill the obligations required by applicable law.

Privacy Requirements: If the Client obtains, processes, or has access to personal data as part of the Client's duties, the Client shall comply with personal data privacy requirements found in Utah Code 63A-19-101, *et. Seq.* "Personal Data" has the same definition as in Utah Code 63A-19-101(13).

Permitted Disclosures to Affiliates. A party may disclose the other party's Confidential Information to its Affiliates and to its Affiliates' employees, agents, and contractors who have a need to know for purposes of performing or receiving services under this Agreement,

provided such recipients are bound by confidentiality obligations at least as protective as those set forth herein. The disclosing party remains responsible for any breach of this Section by its Affiliates and their personnel.

26. Order of Precedence

All Exhibits are hereby incorporated into this document by reference as if fully set out therein. The parties acknowledge and agree that in creating this document from a complex process of requests and submissions, the Agreement with all its exhibits and supplemental documents, particularly the Proposal and the Request for Proposal (RFP), may include some conflicts in terms, provisions and language. It is the intent of the parties that subsequent Modifications to the Agreement take precedence over the Agreement; that the Exhibits to the Agreement, exclusive of the Proposal and RFP, take precedence over the rest of the Agreement; that the Agreement takes precedence over the Proposal and RFP; and, that the Proposal takes precedence over the RFP.

- Exhibit A. SaaS Scope of Work
- Exhibit B. Professional Services Scope of Work
- Exhibit C. Cost Proposal
- Exhibit D. Project Schedule for Professional Services
- Exhibit E. Professional Services Billing Milestones
- Exhibit F. Hourly Rates for Services and Travel Costs
- Exhibit G. Company Proposal
- Exhibit H. Client RFP

27. Business License

If a local business license is required for us to perform any services under this agreement, you will promptly notify us and provide us with the necessary paperwork so that we may obtain the license in a timely manner.

28. Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to its conflicts of law principles. In the event of any legal proceedings, the venue shall lie exclusively in the State of Utah in the Third District Court or Federal Court.

29. Multiple Originals and Authorized Signatures

The parties may sign any number of copies of this Agreement. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Agreement. The exchange of copies and of signature pages by facsimile or email, in PDF format or otherwise, shall constitute effective execution and delivery of this Agreement

as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or email, in PDF format or otherwise, shall be deemed to be their original signatures for all purposes.

30. Cooperative Procurement

To the extent permitted by applicable law, Company agrees that this Agreement may be used as a cooperative procurement by eligible jurisdictions. Company reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

31. Anti-Corruption

You certify that you have not received or been offered any illegal payment or gift from us or anyone acting on our behalf in connection with this Agreement.

32. Warranty

Company warrants that the LAMA Software will perform consistent with the Proposal and without significant defects during the term of this Agreement. If the LAMA Software does not perform as warranted, Company will use all reasonable efforts, consistent with industry standards, to cure the defect in accordance with the maintenance and support process set forth in Exhibit A.

32.1 Uptime

Except for scheduled maintenance and required repairs, interruptions due to causes beyond our control and as otherwise provided in this Agreement, the SaaS shall be available to you a minimum of twenty-four (24) hours a day, seven (7) days a week, at least ninety-nine and nine tenths' percent (99.9%) of the time. If Company fails to satisfy the minimum availability level of the Software, Company shall discount a pro rata share of the affected months billing to Client for the subsequent renewal term.

32.2 Encryption

Data transmitted in the Service is encrypted and user password storage is hashed using best practices. The software has the capability to encrypt certain user-defined data or Details. Since you can create data fields or Details without our knowledge, it is incumbent on you to notify us in writing of any data that should be encrypted to ensure the confidentiality, privacy, and security of all such data and information.

32.3 Data Security

Company represents the LAMA Software complies with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. However, the LAMA Software includes the ability to for you to generate and publish reports and other data for public consumption. You should verify that all published reports and data do not contain information that would violate privacy and data protection laws.

32.5 Fee Calculation

The Software includes fee calculations that can be configured by either party. You agree to always check the fees to ensure that they are accurate before taking any action based on them. Company shall not be liable for any mistakes in fees.

33. Entire Agreement

33.1 General

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written, oral, expressed, implied or statutory.

33.2 Amendments

Any amendments to this agreement must be in writing and signed by both Parties. Waiver of any provision under this Agreement will not be deemed a future waiver of that, or any other, provision herein, nor will waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, noted by the date of the last signatory below.

The Davenport Group USA LLC

Name: _____

Title: _____

Signature: _____

Date: _____

Herriman City, Utah

Name: _____

Title: City Manager

Signature: _____

Date: _____

Name: _____

Title: City Attorney

Signature: _____

Date: _____

EXHIBIT A- SaaS Scope of Work

In adherence to this Contract Agreement, your services will be hosted either on shared hardware within a LAMA data center or in a third-party data center within the continental United States. Databases housing your Data will be exclusively allocated to you, ensuring confidentiality and security from access by our other clientele.

Our LAMA data centers boast comprehensive redundancy measures in both internet connectivity and electrical power supply. This ensures continuous access to the LAMA Software for our customers, even in the face of unforeseen disasters or hardware failures. In the unlikely event of a data center failure, Company retains the right to enact our disaster recovery plan to restore the Software as a Service (SaaS). In such circumstances, Company pledges to adhere to a Recovery Point Objective (RPO) and a Recovery Time Objective (RTO) of 24 hours each. The RPO signifies the maximum duration between the most recent recoverable copy of your hosted Data and a subsequent data center failure. Meanwhile, the RTO represents the maximum duration following a data center failure within which your access to the LAMA Software must be reinstated.

Company conducts annual penetration tests on either the production network and/or web application, ensuring the robustness of our security measures. Utilizing industry-standard intrusion detection and prevention systems, Company continuously monitors network activity for malicious behavior, promptly logging and blocking any such occurrences. Upon detecting any unauthorized access to your database due to security breaches, Company commits to providing you with a detailed record of the actions taken. Additionally, Company offers the opportunity for an additional security audit at your request, subject to mutual agreement on terms and timing. It is imperative that you refrain from attempting to circumvent or undermine security protocols within the Services or LAMA Software-related environments. Any unauthorized access attempts or vulnerability tests on our network or systems, whether hosted or otherwise, are strictly prohibited without prior written approval from our IT Security Officer.

Company rigorously tests our disaster recovery plan on an annual basis, ensuring its effectiveness and reliability. While our standard testing procedures are not client-specific, upon your request, Company will collaborate with you to schedule and execute a client-specific disaster recovery test at a mutually convenient time. Upon completion of such tests, Company will furnish you with the results within a commercially reasonable timeframe upon receipt of your written request. Our responsibility lies in importing backup data and verifying login functionality, while you are tasked with conducting reports and testing critical processes to ensure the integrity of the returned Data.

All data transfer between your devices and our servers is encrypted. Applications involved in the handling or processing of card payment data, Company assumes responsibility for ensuring the security of cardholder data in our possession. This includes all functions associated with storing, processing, and

transmitting such data. As of the Effective Date of this agreement, Company affirms our compliance with relevant standards to maintain PCI DSS (Payment Card Industry Data Security Standard) compliance. Company has taken requisite measures to validate our compliance with PCI DSS requirements. Company commits to providing evidence of our PCI DSS compliance status through an official Attestation of Compliance. Furthermore, should there be any alterations in our compliance status, Company pledges to adhere to appropriate notification procedures as required.

Ticketing Support: You will have access to an online help desk system accessible round the clock, seven days a week. During our defined Hours of Operation, a proficient support specialist will exert commercially reasonable efforts to address inquiries and troubleshoot issues for Standard Support customers concerning our Services.

Telephone Support: During our specified Hours of Operation, your designated Authorized Support Personnel will have access to a live technical support technician. Telephone support will be facilitated through a dedicated support line. Additionally, 24x7 access to self-service resources is provided via the LAMA customer portal. Cases may initially be assessed by a triage agent, who will document and route them to a suitable support specialist for resolution. The support specialist will then manage the case for the Authorized Support Personnel. Please note that the actual time required for resolution may vary. Resolutions may encompass various forms such as workarounds, code updates, user training, or other applicable solutions.

Feature	Standard Support
Hours of Operation	7:00 A.M. until 7:00 P.M. Central Standard Time, Monday through Friday, excluding our observed holidays
Authorized Support Personnel	3
Manual GIS Imports	Annual
Account Manager	Yes
Technical Support Advisor	No
Regular Meetings / Check-ins	Every 6 weeks

Online Support Material: Our LAMA Knowledge Base and online support materials are available to our customers round the clock, seven days a week.

Authorized Support Personnel (ASP): These are the individuals you designate to be the primary contacts with our Technical Support. You shall specify the ASPs according to the Support Plan and must inform us promptly of any changes. ASP are responsible for initiating and managing support cases, requesting system or configuration changes, and serve as the primary contact for support-related communications from us.

It is expected that your ASPs have completed our LAMA Admin Training as well as demonstrate a deep understanding of the agency's configured solution to help with technical issues. ASPs should be able to readily understand and replicate reported issues with our support staff to assist in effective troubleshooting.

Submitting a Case: Authorized Support Personnel may submit cases via our online support portal or via a telephone call to Customer Support as described below. For Severity Level 1 and Severity Level 2 issues, the ASP must call Customer Support.

Updates: SaaS updates address security patches, critical dependency updates, bug fixes, and new or revised functionality. SaaS updates shall be produced and applied at our discretion. Company is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. Where practical and when applicable, Company will schedule Updates during non-business hours and provide you with advance notice and release notes.

Severity Level: If the reported either demands a higher severity level than currently assigned or no longer justifies the severity level based on its current impact on the production operation of the SaaS offering, then the severity level will be adjusted accordingly to reflect its current impact most appropriately.

Customer Cooperation: For us to resolve errors effectively, our support staff must be able to accurately reproduce the issue. Company counts on your collaboration in this process, which may entail diagnostic or troubleshooting tasks, applying fixes or updates provided by us, or promptly providing requested information.

Third-Party Product Support: Company is not responsible for any support obligations regarding any third-party software. Any required changes to our software to accommodate or resolve issues arising from the use of, or a change in, third-party software, is outside the scope of this Agreement.

Project Manager (PM): Company will provide a named PM to you. They will facilitate the following scheduled calls based on your Support Plan to review open support tickets with us and to review overall support performance.

Named Technical Support Advisor: Company will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customer's system and provide oversight for any support cases created with us. They will also facilitate the following: 1. Scheduled calls to review open support tickets with us; and 2. A bi-weekly service review to review overall support performance.

Manual GIS Data Import: In the absence of ArcGIS Map Servers, the Preferred support plan includes a monthly upload of APO data to your hosted environment. This must be requested following the methods outlined in the case submission process in this document. All imports will be addressed as a Level-3 severity-level case.

Exclusions: This Support Policy does not extend to the following Support Exclusions:

- a. Assistance necessitated by your misuse of the SaaS.
- b. Support provided outside of regular business hours.
- c. Support required due to external factors beyond our reasonable control.
- d. Assistance with customizations or configuration against our best practices, or scripting or data issues caused directly or indirectly by you.
- e. Support related to your third-party software or technology not under our direct control.
- f. Resolution of conditions that cannot be replicated in our support environment.

Any support services falling within these Support Exclusions may be provided by us at our discretion and, if so provided, may be subject to additional pricing and support terms as specified by us.

Support Request (SR) Classifications: The table below provides our classification of support request and the Target Response Time (TRT). Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the LAMA customer portal.

Severity	Definition	TRT
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted)	1 hour
Level 2	Supported Product is affected and there is no workaround available, or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around)	4 hours
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention)	8 hours
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect)	24 hours

EXHIBIT B – PROFESSIONAL SERVICES SCOPE OF WORK

Services set out in the Cost Proposal are based on the number of users, predicted case types, test plans, integrations, data migrations, persons being trained, and the perceived complexity of every one of the above.

Services shall include weekly meetings between representatives of both parties who have authority to make configuration decisions on your behalf.

There are seventy (70) predicated case types as follows: 30 permit types, 20 planning case types, 10 license types, and 10 code enforcement case types. These numbers are based on our other customers of similar size.

1. Implementation

1.1 Kick-Off Meeting. The project kickoff meeting shall be scheduled in accordance with the Project Schedule in Exhibit D. The purpose of the kick-off meeting is to introduce team members and set expectations for all personnel involved. Questionnaires will be submitted to you immediately following this meeting and you shall return completed questionnaires approximately fifteen (15) business days after the kick-off meeting. The Questionnaire documents shall be reviewed together on conference calls during the next five (5) days of you returning the documents.

1.2 Configuration Study. Using the material from the questionnaires, Company will produce a Configuration Study document which describes the case types, review divisions, inspection types, fees, forms, reports, code sections, and users that will require configuration in the software. The Configuration Study Draft documents will be submitted to you approximately ten (10) business days after the conference call reviews are completed for the Questionnaire documents and you shall review the Configuration Study Draft documents five (5) business days from our submittal. The Configuration Study Draft documents shall be reviewed together on conference calls within five (5) days of you returning the document to identify any required changes. The Configuration Study documents shall then be submitted to you for your Acceptance. You shall have five (5) business days to review the Configuration Study documents and request changes or extension. If no revisions or changes are submitted to us within the allocated time, the Configuration Study shall be deemed to be Accepted. If the number of Case Packets identified in the Configuration Study or later in the process exceeds 20% of the anticipated number (Threshold), the Parties hereby acknowledge and agree that additional Services shall be required to configure case types above the Threshold using the procedures described herein. The parties will work together to either (a) identify mutually agreed upon services to configure the case types that may deviate from the services described herein; (b) identify the case types to exclude from the services described herein such that the number of case types is within the Threshold; (c) enter into an

Amendment of \$1,200 per case type to cover the time and other resources necessary to complete the configuration of excess case types.

1.3 Case Packets. Company will produce a Case Packet document for each case type defined in the Configuration Study. The Case Packet will document the workflow, fees, required and optional data points, inspections, document submittals, document outputs, required contractors, and public web related help-text and Before You Begin text. Fifteen percent (15%) Case Packets for each module shall be identified by us and submitted to you. The Case Packet documents shall be reviewed together on conference call(s) to identify any required changes. Company shall then visit your offices for three (3) consecutive days with two (2) professionals for an in-person review of the remaining 85% Case Packets. Company shall submit all Case Packets documents to you within five (5) business days of the in-person visit. After the in-person review, the Case Packets documents shall then be submitted to you for your Acceptance. You shall review the submitted case packets within ten (10) business days of receipt of the same. Subsequent submittals of Case Packets shall be reviewed and either revised or accepted by the receiving party within three (3) business days of receipt. A lack of response within the allotted timeframe shall constitute Acceptance.

1.4 Configuration. Company shall configure the software based on the Accepted Case Packets in accordance with the Milestones. While you have considerably more experience in your business processes, Company has considerably more experience in best practices in configuration of the LAMA software. Company reserves the right to configure the Case Packets using best practices and to avoid certain configurations that will cause the system to not work as intended. If configuration intentionally deviates from that of the Case Packet, Company shall notify you and work together on identifying a configuration path mutually agreeable to both parties. Both parties shall work together in good faith to reach agreement.

1.5 Test Plans. Test Plans will verify that each Case Type is configured in accordance with its corresponding Case Packet. Test Plans are limited to configuration validation and do not include testing of standard or custom third-party integrations or any data-migration activities, which are typically dependent on prior configuration review. Company will record and deliver Test Plan Videos for a representative set of Case Types configured by us, provide a Test Plan Feedback Form, and initially select five (5) Test Plans for joint review during weekly project meetings. All Test Plan Videos will be delivered in accordance with the Project Schedule. You will have ten (10) business days from delivery of each Test Plan Video to review and submit comments via the Test Plan Feedback Form. If no comments are received within that period, the Test Plan will be treated as *Reviewed with No Comments* and work will proceed, without prejudice to your ability to request configuration changes thereafter through the change-control process. Company will implement configuration revisions reasonably required to address issues identified during review and, where revisions result in substantial changes, may resubmit a Test Plan Video for confirmation; all approved configuration changes will be reflected in the associated Case Packet. Requested

changes that materially deviate from the applicable Case Packet may require an amendment to the project timeline and costs, to be handled through the project's change-control process

1.6 Training. Company shall conduct software training at your offices after all Test Plans have been accepted. Company shall provide four (4) consecutive days of group classroom training with two (2) professionals and provide electronic training materials in the form of user guides, training guides, and training videos.

1.7 Go-Live. Company shall visit your offices for in-person Go-Live assistance for four (4) consecutive days with two (2) professionals. Go-Live will be scheduled for Monday morning.

1.8 Post Go-Live. Following Go-Live, Company will address any configuration issues that might occur. At the same time, Company will discuss with your key staff what works well and what does not. Company will look specifically at why certain processes are working well and determine how concepts of those processes can be applied to things that are not working well. Working together, Company will formulate a path to resolving any remaining issues with the software configuration.

1.9 Change Control. Any request by Client to change the scope, requirements, deliverables, schedule, assumptions, or responsibilities described in this Exhibit B (including any Case Packet) shall be submitted in writing. Company will evaluate the request and, if Company determines it may impact scope, schedule, or fees, Company will provide a written change order describing the impact. No such change will be binding unless agreed to in writing by both parties.

1.10 Acceptance. Unless otherwise specified in this Exhibit B, Client Acceptance will be provided through Company's project management website. Where the project management website provides an "Accepted" (or similar) status for a deliverable or task (including Case Packets and Test Plans), such status may only be set by Client and will constitute Client's Acceptance. If a deliverable or task does not have a status/acceptance mechanism in the project management website, then, where Acceptance is applicable, Client shall provide Acceptance in writing (including email). Any deemed acceptance provisions and review periods stated elsewhere in this Exhibit B will continue to apply.

2. Data Migration

Company shall migrate the data sources described in the Cost Proposal. Data Migrations defined in the Cost Proposal are best guess estimates of the time and resources required to complete the migration based on similar data migration efforts for other clients. You are responsible for providing us with at least two data exports for each data source identified. You shall provide us with the first data export within twenty-one (21) days of the Kick-Off meeting. The second data

export shall be provided by 11pm ET on the Thursday prior to Go-Live. Company will write a program to migrate the data and it is critical the data export format does not change between the exports. Company will review the 2nd data export for schema conformity and notify you by Friday 5pm ET if the schema has changed. Any costs related to delays or cancellations resulting from incompatible or changed exports shall be borne by you. One additional data migration can be run on the existing data sources provided at your request. Other data migration efforts not set out above, including new data exports or data sources not included in the Cost Proposal shall require an amendment to this Agreement for the time and resources required to complete such efforts.

The software provides for the import of code sections and Table of Uses from your adopted ordinances. These code sections and Table of Uses can be imported directly from the required Excel import format by either party. You are responsible for providing or importing applicable code sections in a timely manner.

3. Software Integrations

Company shall integrate with the sources described in the Cost Proposal. A software integration may require you to provide us with documentation and specification details of the integration. Requested documentation and data shall be provided to us within twenty-one (21) days of receipt of the request. Custom software integrations in the Cost Proposal are best guess estimates of the time and resources required to complete the integration based on the anticipated scope of the integration and our Hourly Rates in Exhibit F. A more detailed scope of work for each integration shall be developed in coordination with both parties during the project after more details and access to the third-party system being integrated is obtained. If an integration cannot be completed due to factors outside our control, or should Client wish to remove an integration from before Company has commenced work on that Integration, Client shall pay for work performed through the effective date of removal at the Hourly Rates in Exhibit F, and Company will reduce any remaining estimated fees accordingly.

4. Forms and Reports

Company shall configure standard Forms and Reports during the Implementation Services. If you wish us to configure any forms or reports you currently use, these custom forms and reports must be identified and submitted to us in Microsoft Word or Excel format during the Configuration Study phase. All submitted custom forms and reports shall be submitted with the populated dataset. While you can configure custom forms and reports in the software, some complex custom forms and reports require software scripting or programming. Custom reports submitted later in the implementation process may require an amendment for associated development costs and may impact the project timeline.

4. GIS Data

LAMA requires GIS Data and GIS Services to operate. At a minimum, Company requires Address and Parcel GIS data. Parcel GIS data format is expected to be ArcGIS Map Services, Geodatabase, or shapefiles, and must include owner information including Name, Address, City, State, and Zip. If an ArcGIS Server is available, Company will write a program to import Address data no greater than a daily interval, and Parcel and owner data imported at no less than a weekly interval. In the absence of available ArcGIS Map Services, Company will migrate either Shapefile or File Geodatabase GIS data twice during the Implementation process. Additional GIS data imports may require an amendment to this Agreement for the time and resources required to complete such efforts.

LAMA Solution Framework Implementation Price Quote

Prepared for Herriman City, Utah on September 12, 2025



Integrations

Code Case Management	Comcate	\$7,500
Point-of-Sale/Payment Processor	Chase Paymentech	\$7,500
Project Management	Asana	\$7,500
Capital Project Management	EasyCIP	\$7,500
Utility Asset Management	UtiliSync	\$7,500
State Alcohol Registration	Utah Department of Alcoholic Beverage Services (DABS)	\$3,500
Utility Billing (UB) System	Pelorus Methods DGS	\$3,500
Total		\$44,500

Data Conversions

Planning Case Records	MS Access Database	\$2,500
Land Disturbance Permit Records	MS Access Database	\$2,500
Active Planning Case Records	Serviceaide POB	\$2,500
Active Permit Records	Serviceaide POB	\$2,500
Active License Records	Pelorus	\$2,500
Active Code Enforcement/Compliance Case Records	Serviceaide POB	\$2,500
Contact Records	Serviceaide POB	\$2,500
Total		\$17,500

Optional Costs

Hourly Rate for Training Services	\$2,250/day; w/2 trainers
Hourly Rate for Custom Programming (Customizations, Integrations, etc.)	\$150

EXHIBIT D – PROJECT SCHEDULE FOR PROFESSIONAL SERVICES

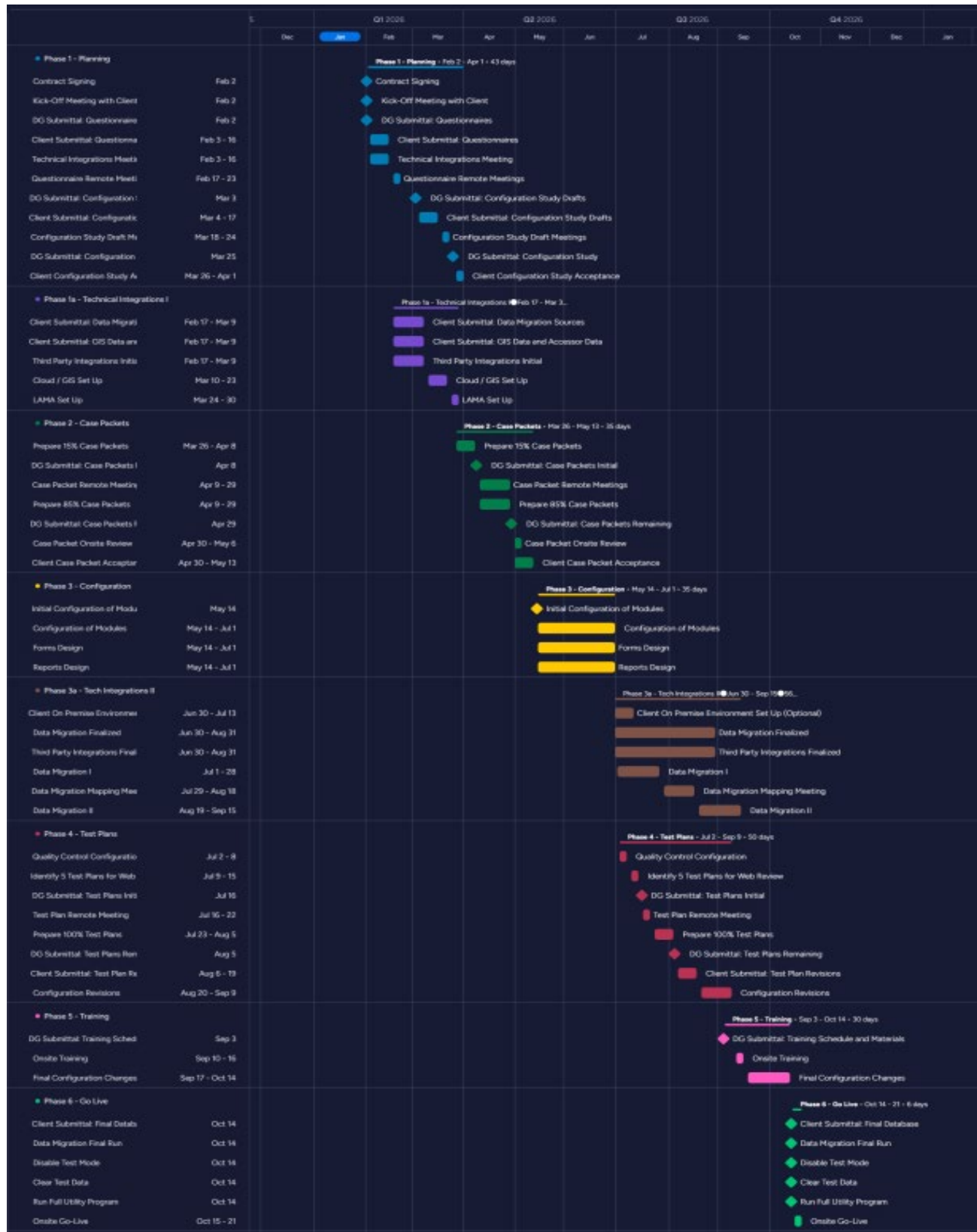


EXHIBIT E – PROFESSIONAL SERVICES BILLING MILESTONES

<u>Milestones</u>	<u>Percent</u>
01 Contract Signing	5%
02 Questionnaires	5%
03 Configuration Study	10%
04 Case Packets Initial	10%
05 Case Packets Remaining	10%
06 Configuration Initial	10%
07 Test Plans Initial	10%
08 Test Plans Remaining	10%
09 Data Migration	5%
10 Third Party Integrations	5%
11 Configuration Revisions	10%
12 Onsite Training	5%
13 Onsite Go-Live	5%

EXHIBIT F – HOURLY RATES FOR SERVICES AND TRAVEL COSTS

Rate Sheet

Effective January 1, 2024

Position	Rate per hour (USD)
Executive Officers	\$180.00
Chief Software Engineer	\$180.00
Chief Project Officer	\$160.00
Systems Engineer / Security Engineer	\$160.00
Database Administrator / Network Administrator	\$160.00
Technical Support Advisor	\$140.00
Support Team Lead	\$140.00
Software Engineer	\$140.00
Project Manager	\$120.00
Configuration Specialist	\$120.00
GIS Specialist	\$120.00
Support Specialist	\$100.00

Travel Costs (per person)

Airfare	Reimbursement for window or aisle economy plus seating and bag check.
Parking	Reimbursement based on charges from airports.
Auto Rental	Reimbursement for mid-size or intermediate auto. Reimbursement for gas charges.
Transportation	Reimbursement for Taxi or Ride-share. Mileage for personal vehicle @ \$0.585 / mile.
Lodging	Reimbursement for hotel, usually at Courtyard or similar.
Food	\$79 per day

EXHIBIT G – COMPANY PROPOSAL

[insert Company Proposal]

EXHIBIT H – CLIENT RFP

[insert Client FRP]



***Request for Proposals:
Software and Implementation Services for a Community Development
(CD) Software Systems Environment***

Issue Date: Monday, August 11, 2025
Submission Deadline: Monday, September 12, 2025, at 5:00PM MDT
Proposals shall be submitted electronically to U3P Utah Public Procurement Place
[U3P](#)

RFP COORDINATOR: KYLE MAURER
(801) 758-7686; KMAURER@HERRIMAN.GOV
5355 W HERRIMAN MAIN ST
HERRIMAN, UT 84096-5836

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1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposal (RFP) is intended to solicit information from qualified vendors and serve as the basis to negotiate for software and consulting services to implement a new software systems environment capable of satisfying the City of Herriman's needs. It is the intent to eventually award a contract for software and professional services to implement a Community Development (CD) system. City staff have familiarity with several different systems but desire to find the solution that works best for the City of Herriman. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP and interviews with those vendors selected by the City's evaluation committee. If, in the team's opinion, a system(s) is available that meets the City's needs, the City may enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluation and selection procedures; and,
- Establishes a schedule for the preparation and submission of proposals in response to this RFP.

This RFP will allow the City to select and negotiate with a software vendor that can provide a solution that meets the needs of the City. The City will negotiate appropriate terms and performance criteria for implementation with the selected vendor. The City requires that any proposal for a CD system also include professional services necessary to implement the system. Proposers offering Software-as-a-Service (SaaS) systems are encouraged to propose (the City will not accept an on-premises solution). The City reserves the right to award a contract (or not) with the vendor of their choice that best meets the needs of the City and represents the best initial and on-going value to the City.

About Herriman

The area that is now the City of Herriman had its first European settlers around 1851 along the bench of the Oquirrh mountains. The City incorporated in 1999 as growth exploded in the southwest part of the Salt Lake Valley. Originally incorporated with around 1,000 people, today the City remains a fast-growing community of 60,062 residents (2023 Census estimate) and expects the population to be approximately 120,000 at buildout. The City covers more than 23-square miles and has roughly 1,090 licensed businesses. The City of Herriman is a council-manager form of government. The City Council consists of four council members elected by district and a Mayor elected at large who is also part of the City Council. The City Council has appointed a City Manager to manage the day-to-day operations of the City.

The City of Herriman employs approximately 213 full-time-equivalent (FTE) employees across the following departments/divisions: Finance, City Recorder, Human Resources, Legal, Court, Information Technology, Police, Community Development, Building, Planning, Engineering, Parks, Events, Economic Development, and Public Works. Fire services are contracted out to the Unified Fire Authority.

1.2 Project Objectives

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes and implementing technology to enhance existing business processes performed by City departments. The City is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the City seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
 - Enhance operational effectiveness with an online portal by making more timely, accurate, and complete information available to citizens, City personnel, and vendors.
 - The City has a need for validation capabilities to maintain a single source of truth, limit errors, and increase staff confidence in the accuracy of the system data.
 - Enhance workflows to support increased automation and operational efficiencies by streamlining business processes.
 - Increase productivity by eliminating redundancy and unnecessary and manual tasks.
- Primary Challenges in the Current Environment
 - The lack of a public portal limits transparency and efficiency by forcing reliance on email and phone communication and leaving applicants without real-time updates on their submissions.
 - The absence of an online payment functionality forces manual fee tracking and collection and slowing down planning, permitting, licensing, and inspection processes.
 - The City relies on numerous disparate systems to track applications, permits, inspections, and development agreements, resulting in manual entry, potential for human error, and challenges in maintaining a unified source of truth.
 - Current tools do not support recurring inspections, reminders, or expiration tracking, forcing staff to rely on manual methods like spreadsheets and memory, which increases the risk of missed deadlines, non-compliance, and delayed enforcement.
 - Review routing and task assignments are not automated, leading to a higher risk of missed steps and limited visibility, as staff must manually coordinate reviews across departments and external agencies through emails and informal notifications.

In order to address these challenges and others, the City has initiated an enterprise-wide project to adequately plan for, select, and implement a CD system. Section 2.0, Project Scope, outlines the features and functionality desired in a future CD system.

The primary objective of the RFP is to identify appropriate software solutions and vendors that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information.

1.3 Definitions

To simplify the language throughout this request for proposal, the following definitions shall apply:

ADDENDA – Written instruments issued by the City prior to the date for receipt of responses which modify or interpret the Request for Qualifications (RFP) documents by addition, deletions, clarification or corrections.

CITY - The City of Herriman.

CONTRACTOR -The qualified Vendor/consultant that is awarded a contract to CD provide software and implementation services for the City of Herriman.

PROJECT – The CD implementation project.

PROPOSER - The person, Contractor, corporation or other entity submitting a response on items listed in the RFP Documents and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

RESPONSE – a complete and properly signed submittal to the RFP providing the requested information that will serve

as a basis to qualify and select vendors for ultimate implementation.

VENDOR - The person, consultant, corporation or other entity submitting a response on items listed in the RFP and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

1.4 No Obligation and Right of Rejection

The inquiry made through this RFP implies no obligation on the part of the City of Herriman.

The City reserves the right to reject any submittal, in whole or in part. Submittals received from debarred or suspended vendors will be rejected. The City reserves the right to reject any submittal determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

The City will select based on the software that represents the best value to the City. While cost will be considered it is not the sole criterion for recommending the contract award.

All submittals and any subsequent clarification or response to the City's questions shall be valid for a minimum of 120 days.

1.5 Schedule of Events

The following Schedule of Events represents the best estimate of the schedule the City will follow, but these dates should not be considered final. The City has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration/interview dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	August 11, 2025
Pre-Proposal Conference (non-mandatory)	August 18, 2025 9:30AM MT
Deadline for Questions from Vendors	August 29, 2025 5:00PM MT
Final Addendum for Questions Published	September 3, 2025 5:00PM MT
Deadline for Submittal Submissions	September 12, 2025 5:00PM MT
Short List Vendors notified	October 6, 2025
Vendor Demonstrations/Interviews	Week of October 27, 2025
Preferred Vendor Notified	December 8, 2025
Begin Contract Negotiations	December 9, 2025
Award of Contract by City Council	February 11, 2026

The Pre-Proposal Conference will be held virtually on August 18, 2025, at 9:30 MT and is not mandatory, but vendors are encouraged to attend. If attending the conference, vendors are instructed to RSVP to BerryDunn, the City's consulting partner, at joseph.bergeon@berrydunn.com, no later than 12:00 PM MT on August 15, 2025. To RSVP, vendors are instructed to indicate:

- Company Name
- Name(s) of Attendee(s)
- Email Address(es) of Attendee(s)

1.6 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

1.7 Minimum Qualifications

For submittals to be evaluated and considered, submittals must be deemed responsive. To be deemed responsive, the submitted documents shall conform in all material respects to the requirements stated by the RFP, and proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

1.8 Partnerships

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall provide a single submittal in response to this RFP. Partnership relationships shall be clearly defined by submittal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the submittal response guidelines that relates to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship. The City will not accept best-of-breed/point solutions to a subset of requirements.

1.9 Incurred Expenses

Neither the City of Herriman nor any of its officers or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a response or participating in presentations as part of the evaluation procedure.

1.10 Questions and Inquiries

Questions and inquiries about this Request for Qualifications shall be submitted via Utah Public Procurement Place (U3P) (Bonfire) system by August 29, 2025 5:00PM Mountain Time (MT).

1.11 Point of Contact

The point of contact for this RFP will be managed through Utah Public Procurement Place (U3P) (Bonfire).

Proposers shall not contact any other City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the proposer's response. The decision to reject a submittal is solely that of the City.

1.12 Clarification and Discussion of Submittals

The City may request clarifications and conduct discussions with any proposer who provides a submittal. Proposers must be available for a presentation to the City on specific dates if selected for an Interview or software demonstration.

1.13 Amendments and Addenda

Vendors should ask all clarifying questions through the City's Utah Public Procurement Place (U3P) (Bonfire) system. All clarifications and RFP revisions, if any, will be documented in an addendum and publicly published to the Utah Procurement Place (U3P) (Bonfire) system. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on September 3, 2025 5:00PM MDT.

Only questions and answers documented in an addendum shall be binding.

Each addendum issued, if any, will contain an acknowledgement form which shall be signed and returned with proposers' responses.

The City reserves the right to revise the RFP prior to the deadline for submissions on Utah Public Procurement Place (U3P) (Bonfire). Revisions shall be documented in an addendum and publicly published to the Utah Public Procurement Place (U3P) (Bonfire) system.

1.14 Implementation Timeline

A final implementation schedule and timeline will be negotiated with the vendor formally awarded the contract for the CD system. For the purposes of the RFP, proposers should include a typical implementation timeline and establish the earliest start date for a formal implementation.

2.0 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired CD system.

Table 03: Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	Planning	5	Licensing
2	Permitting	6	Public Portal
3	Electronic Plan Review	7	Code Enforcement
4	Inspections	8	Fees and Payments

2.2 City and Project Staffing

The City intends to have functional and technical resources available during Project implementation, though it is noted that the City does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the City. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for the City in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the City during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the City during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Proposer(s).

Proposers shall clearly indicate in the proposal responses the estimated level of City resource involvement in the implementation process, in order to allow the City to perform adequate planning. The City will utilize the response to Proposers' Resource Hour Estimates in Attachment A, Tab 3, of Proposals as an input into the staffing plan the City develops, and requests that Proposers clearly articulate estimated staffing considerations in their responses.

2.3 Number of Users

The following user counts by module contained in Table 03 are estimates and are provided for planning purposes only.

Table 03: Number of Users

Functional Area	Anticipated Core (SME) Users by Functional Area	Mobile/Field Users by Functional Area	Anticipated Read-Only Users by Functional Area
Planning	20	5	5
Permitting	25	5	14
Electronic Plan Review	24	5	0
Inspections	18	18	0
Code Enforcement	16	4	7
Licensing	7	0	20
Public Portal	26	3	0
Fees and Payments	26	0	12
<p>It is anticipated that some users will use multiple modules, causing an overlap in each functional area. The counts are broken down by functional area to allow Proposers to formulate responses based on each.</p> <p>The City anticipates that in total, there will be:</p> <ul style="list-style-type: none"> • A total of 39 Core/SME users for all modules • A total of 24 Mobile/Field users for all modules • A total of 14 Read-only users 			

The estimated total users is not the sum of total and concurrent users by module as it is anticipated multiple users will utilize several functional areas.

2.4 Functional Area Statistics

The following table contains functional statistics of the City. These statistics are estimates and are provided for planning purposes only.

Table 04: Functional Area Statistics

No.	Functional Area/Metric	Statistic FY23	Statistic FY24
Planning and Development			
1	Building – Applications Received	1,131	1,212
	Building – Plan Reviews Performed	973	1,000
	Building – Permits Issued (all types)	1,213	1,157
	Building – Construction Inspections Performed	7,620	6,658
	Economic Development – Licenses Issued (all types)	225	256

No.	Functional Area/Metric	Statistic FY23	Statistic FY24
	Engineering - Permit Applications Received	Land Disturbance: 193	Land Disturbance: 240
	Engineering - Permits Issued (all types)	Land Disturbance: 193	Land Disturbance: 240
	Engineering - Inspections Performed	Land Disturbance: 380	Land Disturbance: 480 100 developments with multiple inspections each
	Planning – Zoning and Land Use Applications (all types)	158	165
	Planning – Plan Reviews Performed	890	1,080
	Planning – Certificates of Appropriateness/Approval	-	569
Useful Links			
<ul style="list-style-type: none"> • Code Enforcement: https://www.herriman.gov/code-enforcement • Building Department: https://www.herriman.gov/building • Planning Commission: https://www.herriman.gov/planning-commission • Code Compliance: https://www.herriman.gov/ordinances-and-code • Planning and Zoning: https://www.herriman.gov/planning 			

2.5 Deployment Model

The City is open to considering various deployment models and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The City wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The City recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer’s approach to managing upgrades, and technical staffing needs. The City has a strong preference toward a Software as a Service (SaaS) deployment model but also recognizes that the scope of this opportunity may result in the award to two or more vendors to address all functionality and the City wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by the City. As such, the City is open to considering all deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. The City will consider, in no particular order, the following deployment models:

- a. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)
- b. Software as a Service (SaaS or subscription-based models)

Cost sheets have been provided under Attachment C – Cost Worksheets or pricing each of the deployment models. This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer’s shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C) the deployment model for each proposed software product.

The City does not have a preference as to a specific hosting location but does have a requirement toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal

responses, specifically as part of Attachment A, Tab 2 to proposal responses (please see Attachment A for further instruction).

2.6 Potential Phasing and Target Live Dates

The City requests that offerors provide potential phase start and target go-live dates in proposal responses per Attachment A, Tab 4. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The City anticipates that implementation activities would begin in February 2026. The City would like to target February 2027 as a potential go-live date for all modules. The City follows a July 1 – June 30 fiscal year.

2.7 Current Applications Environment

The City implemented POB from Serviceaide for permitting and workorders in 2020. POB was initially deployed using an on-premises architecture which consisted of a web server, application server, and database server. The IT Department worked with Serviceaide to migrate to new software as a service (SaaS) architecture in September 2024. In addition to POB, the City uses several legacy MS Access databases and Excel spreadsheets for business processes. POB currently stores approximately 25,000 building permit records and 10,000 work order records.

Other Major Applications

The City also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in Table 05. **Identification of any potential future system interfaces is provided in Attachment B to this RFP.**

Table 05: Additional Software Applications

Additional Software Applications		
No.	Application	Use/Summary
1	Adobe Acrobat	Used by various City departments for document and content management and for markup of plans and drawings submitted as PDF files.
2	Asana	Used by Engineering for internal task tracking and managing workflows related to permits and project reviews.
3	Bluebeam	Used across departments (Building, Engineering, and Planning) for plan review, commenting, stamping, and sharing sessions with external reviewers.
4	Chase Paymentech	Point-of-sale used Citywide to process payments.
5	Cityworks	The former permitting system used by multiple departments before transitioning to POB. The system is still used as a legacy database for report generation.
6	CivicPlus	Used for meeting management and an ordinance repository by the City Recorder and is the source of truth for City codes and ordinances.
7	Cognito Forms	Used for application intake through the City website.
8	Comcate	Used by Police for tracking and managing code enforcement cases.
9	EasyCIP	Used for capital projects management.
10	ESRI ArcGIS	Used Citywide for geospatial data.
11	Google Drive	Used by departments to store and access permit application materials and support documents.
12	MS 365 Suite of Applications	City employees use MS 365 to support various business needs. The City uses MS Outlook, Excel, Word, and Planner.

Additional Software Applications		
No.	Application	Use/Summary
13	MS Access databases	Used by various departments for data management and reporting.
14	Pelorus Methods DGS	Used by Economic Development to track business license compliance, and as the existing financial system Citywide.
15	POB	Central permitting and tracking system used by multiple departments (Building, Planning, Engineering) for record entry, fee management, and permit tracking.
16	Utilisync	Used by Engineering to track inspections, tasks, and notifications.

2.8 Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Proposers as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide the City with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes
 - Scope Management Processes
 - Schedule Management Processes
 - Risk Management Processes
 - Quality Management Approach
 - Communication Management Approach
 - Organizational Change Management Approach
 - Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in Attachment A, Tab 3, attached to this RFP.

2.9 Budget

The City is committed to funding the one-time and recurring annual costs for the acquisition of the software. The City has established a budget for this project informed in part by the recent Request for Information process but also intends to use the proposals received through this process to inform the budget development process. The City has performed initial, high-level estimations, for the cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the likelihood of multiple awards as a result of this RFP, a final budget will be programmed based on the results of this RFP and final contract negotiations.

The City is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value

solicitation, and not a lowest priced bid, opportunity.

2.10 Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the City shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the City deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

2.11 Software Upgrades

The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the City so long as a valid maintenance and support agreement, or if applicable software as a service agreement, is in place.

2.12 Performance Review

The Contractor may be required to meet with the City's Project Manager not less than once per quarter to conduct a performance review of the Contractor. These meetings will be either in person at City offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process the City has identified. The City reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Proposer, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the City deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for the City, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Vendor Shortlist:** The City Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of the City. The evaluation criteria described herein will be the basis for evaluation. The Evaluation Committee will determine the Proposers best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** The City, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Vendor Shortlist, or any other Proposer. Demonstrations may be conducted at City offices or via web conference. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Proposers will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has

been proposed by the Proposers. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional City staff may also be in attendance to observe and provide informal feedback.

- c. **Reference Checks:** The City may employ a process of contacting references provided through Proposers’ proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The City reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.
- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the City’s best interest.

3.2 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City Evaluation Committee, which will best serve the City business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to City staff on dates specified in Table 01 or as otherwise requested by the City if selected for system demonstrations. Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, the City intends to follow a cumulative approach to scoring based on key evaluation activities (e.g., scoring is conducted in a progressive manner, following various steps in the process). The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the City:

3.3.1 Short-List Identification: The City intends to utilize the criteria presented in Table 06 following the Evaluation Team’s review of Proposals.

Table 06: Short-List Identification Criteria

Criteria	Description	Points
Functionality	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The Proposer’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution. • The ability for the proposed software to integrate with the City systems environment. 	35
Technical	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • Alignment of the proposed software to the City’s preferred technical specifications. • The Proposer’s written response to each Potential Interface. • The level of integration among proposed functional areas. 	15

Criteria	Description	Points
Approach	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The described approach to implement an enterprise system to achieve the City’s goals and objectives. The alignment of the proposed implementation timeline to the City’s desired timeline. The distribution of implementation tasks among City and Proposer teams. The proposed resources hours among City and Proposer teams. The Proposer’s approach to key implementation tasks including but not limited to data conversion, testing, and training. The Proposer’s planned ongoing support and maintenance services. 	25
Proposer Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The Proposer’s experience delivering the services requested in the RFP. The Proposer’s experience with similar implementations for comparable organizations. The Proposer’s experience deploying comparable interfaces to the City’s related applications. 	20
Proposed Staff Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The experience of named staff delivering services requested in the RFP. The experience of named staff with similar implementations for comparable organizations. The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. 	5

3.3.2 Finalists Identification: The City intends to utilize the criteria presented in Table 07 following the demonstrations by Short-List Proposers.

Table 07: Finalist Identification Criteria

Criteria	Description	Points
Functionality Demonstrated	This criterion considers new information learned through Proposer demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	15
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of Proposer demonstrations as well as other sessions.	5
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of Proposer demonstrations as well as other sessions.	5
Experience	This criterion considers new information learned through the Company	5

Criteria	Description	Points
Discussion	Overview Discussion as part of Proposer demonstrations as well as other sessions.	
Reference Feedback	This criterion considers the feedback received from references related to the Proposer’s performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing Proposer performance with support and maintenance.	20
Comparable References	This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g. City/town/village), comparable scope, similar software version, and deployment model.	10

3.3.3 Cost Point Allocation: The City will evaluate cost proposals based upon these criteria. Cost points will be applied at the timing in the evaluation process as may determined by the Evaluation Team. The City reserves the right to review cost proposals at any stage in the process to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Table 08: Cost Point Criteria

Criteria	Description	Points
Cost	This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers. In evaluating cost, the City may evaluate on a fully loaded ten-year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. The City reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Proposer’s resource estimates as a basis for their calculations.	40

3.2 Notice of Intent Award

The City will negotiate a contract with the vendor of their choice to provide the CD system. After the completion of contract negotiations, the City may issue a written Notice of Intent to Award and send copies to all proposers. The scores and placement of other proposers will not be part of the Notice of Intent to Award.

Successful proposers named in the Notice of Intent to Award are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the City sign the contract.

3.3 Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the vendor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another vendor or to reject all Submittals.

3.4 Contracting Ethics

1. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Council person, or by City Policy, for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
2. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
3. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

4.0 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Proposers submitting Proposals. Offers that do not comply with all the instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in Section 1.5. It will be the sole responsibility of the Proposer to submit its Proposal to the City before the closing deadline.
2. **Hard Copy Proposals:** No hard copies will be accepted for proposal submission.
3. **Email Proposals:** No emails will be accepted for proposal submission.
4. **Electronic Media Proposal File Formats and Naming:** Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal via City’s procurement website, (U3P) (Bonfire).

The following table provides the required file formats and naming conventions for the electronic media files.

Table 9: Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments A, B, Cost Narrative (inclusive of Proposer’s Standard Travel and Expense Policy, and any Appendices) and any Exhibits/Attachments)	“(Proposer Name)” Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Requirements	“(Proposer Name) Proposal Response to Attachment B”	To be submitted in Microsoft Excel format, in addition to the above PDF format
Price Proposal Attachment C – Cost Worksheets	“(Proposer Name)” Price Proposal	To be submitted in Microsoft Excel format

1. **Amendment of Proposals:** Proposers may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Proposer has previously submitted a Proposal in response to this RFP, the Proposer shall notify the City via email of the need to submit an amendment and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the City.

2. **Confidential Information:** Proposers shall clearly mark any information or graphics that are considered to be confidential as such within Proposal submissions. Any such designation as confidential shall be specific as to the portions of the proposal deemed confidential by the vendor, and not the entire Proposal response.

4.2 Technical Proposal Organization Guidelines

Proposers are instructed to insert the completed Tab forms (Attachment A – Proposal Response Forms) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The City expects that Proposers will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Proposal responses.

Table 10: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction and Relevant Experience
Tab 2	Software Solution, Data Conversion, Architecture, Security, and Hosting
Tab 3	Implementation Methodology, Key Personnel, Training Plan, and Testing and Quality Assurance Plan
Tab 4	Project Schedule
Tab 5	References
Tab 6	Cost Narrative
Tab 7	Sample Contracts and Warranty
Tab 8	Exceptions to Project Scope and Contract Terms
Tab 9	Please insert the response to Attachment B, Functional and Technical Requirements, following Attachment A in the electronic submittals as a consolidated PDF Technical Proposal.
Supplements	Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal in a separately marked “Supplements” tab of the proposal.

4.3 Content for Tabs 1 – 8

i. Tabs 1 – 8

- i. Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (Attachment A – Proposal Response Forms) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in Attachment A, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Proposers are directed to Attachment A, which includes forms, tables, and questions, including the cost narrative that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 8).

ii. Attachment B: Tab 9

- i. Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Proposer’s response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. **Proposers are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Tabs 1 – 8.**

iii. Proposal Supplements

- i. Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal.

4.4 Price Proposal

The completed Cost Worksheets as contained in Attachment C – Cost Worksheets. Proposers shall not modify the worksheets in any way.

5.0 Contract Terms and Conditions

5.1 Contract Type

The selected vendor will be required to sign a city contract. The Terms of that contract will be negotiated with the successful vendor; however, the following will be included in any final contract.

5.2 Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the City for the proposer's or a proposer's partnership entities/sub-contractors' use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer, its employees, a proposer's partnership entities, and a proposer's sub-contractors shall keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with City approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.

The successful vendor will be required to adhere to Utah State Code § 63A-19-401 to 406, Government Data Privacy Act.

5.3 City Property

The use of any and all City property must be approved in advance.

5.4 Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Proposer and iii) the recovery by City of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract. The Conflict of Interest Questionnaire shall be submitted with the proposal submittal. The form is included in Attachment C.

5.5 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.6 Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of Utah and is licensed to conduct business in the State of Utah;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any

condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

If a partnership is formed as part of the proposal response, a signature of each partnership entity or sub-contractor is required.

5.7 Rights of Use

The Contractor agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

5.8 Protests

An interested party may file a protest regarding any aspect of this solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with City policy.

5.9 Public Information

It shall be understood that all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP shall become the property of the City and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

5.10 Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all proposers.

5.11 Hold Harmless

The Proposer shall hold and save the City and its officers, agents, servants/employees harmless from liability of any patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City.

5.12 Statutory Information

Any consulting agreement resulting from this RFP shall be construed in accordance with the laws of the State of Utah. Any litigation between the parties arising out of, or in connection with the contract shall be initiated in the court system of the State of Utah.

All project participants, consultants, engineers and vendors must comply with all applicable federal, state and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.

Contracts entered into on the basis of submitting proposals are revocable if contrary to law.

5.13 Non-Discrimination Clause

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the Americans with Disabilities Act, as amended or Section 504 of the Rehabilitation Act of 1973, as amended and shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.

5.14 Laws

The Contractor will comply with all applicable local, state, and Federal laws, ordinances and regulations in the performance of the Agreement. The Contract will comply with and be governed by all laws of the State of Utah. Any violation shall constitute a material breach of the executed Agreement. The contractor and City agree that all performance and payment made pursuant to the agreement shall be deemed to have occurred in Herriman, Utah, and that exclusive venue for any claims, suits, or any other action ongoing from or connected in any way to the agreement or the performance of the agreement shall be in Herriman, Utah.

5.15 Waiver of Attorney Fees

By executing this Agreement, contractor agrees to waive any claim it has or may have in the future against the City, regarding the award of Attorney's Fees which are in any way related to the Agreement, or the construction, interpretation, or breach of the Agreement.

5.16 Ownership of Data and Transition

Any and all City data stored on the Contractor's servers or within the Contractors custody is the sole property of the City. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected vendor shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; and
- c. Make available to the City, at no cost, all City data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or City request. Such data shall be provided in a machine-readable format as agreed-upon by the parties.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

5.17 Data Privacy and Security

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process City data within the continental United States. If applicable to the Contract, the Contractor shall back up all City data daily to an

offsite hardened facility.

Contractor acknowledges and agrees to comply with all applicable provisions of the Utah Government Data Privacy Act (GDPA), Utah Code Ann. § 63A-19-101 et seq., as amended, and associated administrative rules, with regard to any personal data processed or accessed as part of the duties under any resulting contract.

Forms

Attachment A – Proposal Forms

Attachment B – Functional and Technical Requirements

Attachment C - Cost Worksheet

Attachment D – Conflict of Interest

Attachment D – Conflict of Interest Disclosure

**City of Herriman
Vendor or Contractor Conflict of Interest Disclosure Form**

Entity Completing Form: Click or tap here to enter text.

Address: Click or tap here to enter text.

City, State, ZIP: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

Contact Email Address: Click or tap here to enter text.

This form is provided with: Request for Proposal/Qualifications

1. Has your business entity or any of your business entities’ partners, divisions, or any related business entity previously performed work or provided goods or services to any City department within the current or last fiscal year?

Choose an item.

If yes, identify below the City department that received the goods and services, the type(s) of goods or services previously provided, and the amount received for the provision of goods or services (use additional pages if necessary)

City Department	Type of Goods/Services	Amount Received
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

2. Has your business entity or any of your business entities’ partners, divisions, or any related business entity previously applied for and received any grants or loans from any City department within the current or last fiscal year?

Choose an item.

If yes, describe the type of grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

Description of Grant or Loan	Date Grant Awarded	Amount of Grant or Loan
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

3. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City department for which the public official works (attach additional sheets if necessary)

Name of Public Employee	Address	City Department
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

4. List below the name(s) and addresses of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City department for which the public official works. Attach additional sheets if necessary).

Name of Family Member	Address	Name of Public Official/Employee Name	City Department Where Employed
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

If you identified individuals in items one and/or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as a result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Click or tap here to enter text.

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized in preparation of this request for proposal or qualifications, invitation to bid, or grant or loan proposal:

Name of Paid Consultant/Lobbyist	Address
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation on the proposed transaction.

Signature

Date



STAFF REPORT

DATE: 02/10/2026

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: Cost Share Agreement with Jordan Valley Water Conservancy District

RECOMMENDATION:

Approve the Cost Share Agreement with Jordan Valley Water Conservancy District (JVWCD) to complete the Rosecrest Roadway Improvements.

ISSUE BEFORE COUNCIL:

Should the Council approve the Cost Share Agreement with JVWCD to complete the Rosecrest Roadway Improvements.

ALIGNMENT WITH STRATEGIC PLAN:

- ES 4- Regional Relationships and Planning
- ES 6.2- Roadway Pavement Management

BACKGROUND/SUMMARY:

The Rosecrest Roadway Improvements were originally scheduled for construction in 2024. However, during project coordination, JVWCD informed City staff of their upcoming pipeline upgrade planned in the same area. To avoid having the new roadway cut for the future pipeline installation, the roadway improvements were postponed.

During the design phase of the pipeline project, City staff approached JVWCD to discuss the possibility of combining the two projects. Partnering on construction provides two primary benefits: reduced overall project costs for both the City and JVWCD and minimized impacts to the traveling public and those that live in the area by preventing two separate construction efforts.

The City provided JVWCD with its roadway design plans to incorporate into a single bid package consisting of two separate bid schedules. The Cost Share Agreement also includes improvements within the jointly owned wholesale meter vault where the City receives water from JVWCD. The City is responsible for 50% of those improvement costs.

DISCUSSION:

JVWCD administered the bidding process and bids were received December 16, 2025. The table below shows the bid results.

Roadway Improvement Costs:

Contractor	Bid Result
Condie	\$ 1,818,248.00
Garney	\$ 2,379,085.00
Granite	\$ 2,844,750.00
Sundt	\$ 1,727,840.00
VanCon	\$ 1,712,925.00
Whitaker	\$ 2,152,535.00

Meter Vault Improvement Costs: \$46,054.29

VanCon Inc. submitted the lowest bid for both the JVWCD pipeline project and the City’s roadway improvements. VanCon has successfully completed previous work for both JVWCD and the City with positive performance results.

Project Schedule

- **Start:** Spring 2026
- **Completion:** Spring 2028

ALTERNATIVES:

1. Approve the Cost Share Agreement (Recommended)

Pros:

- Project completed efficiently and at a reduced overall cost.
- Minimizes construction impacts to residents and motorists.

Cons:

- None known at this time.

2. Deny the Cost Share Agreement

Pros:

- None known at this time.

Cons:

- The roadway project will be delayed until JVWCD completes its pipeline work and the City rebids the project.
- Overall impacts to the public will be prolonged.
- Construction costs will likely increase due to inflation and market conditions.

3. Provide Direction to Staff for Modifications

Staff will revise the agreement based on Council direction.

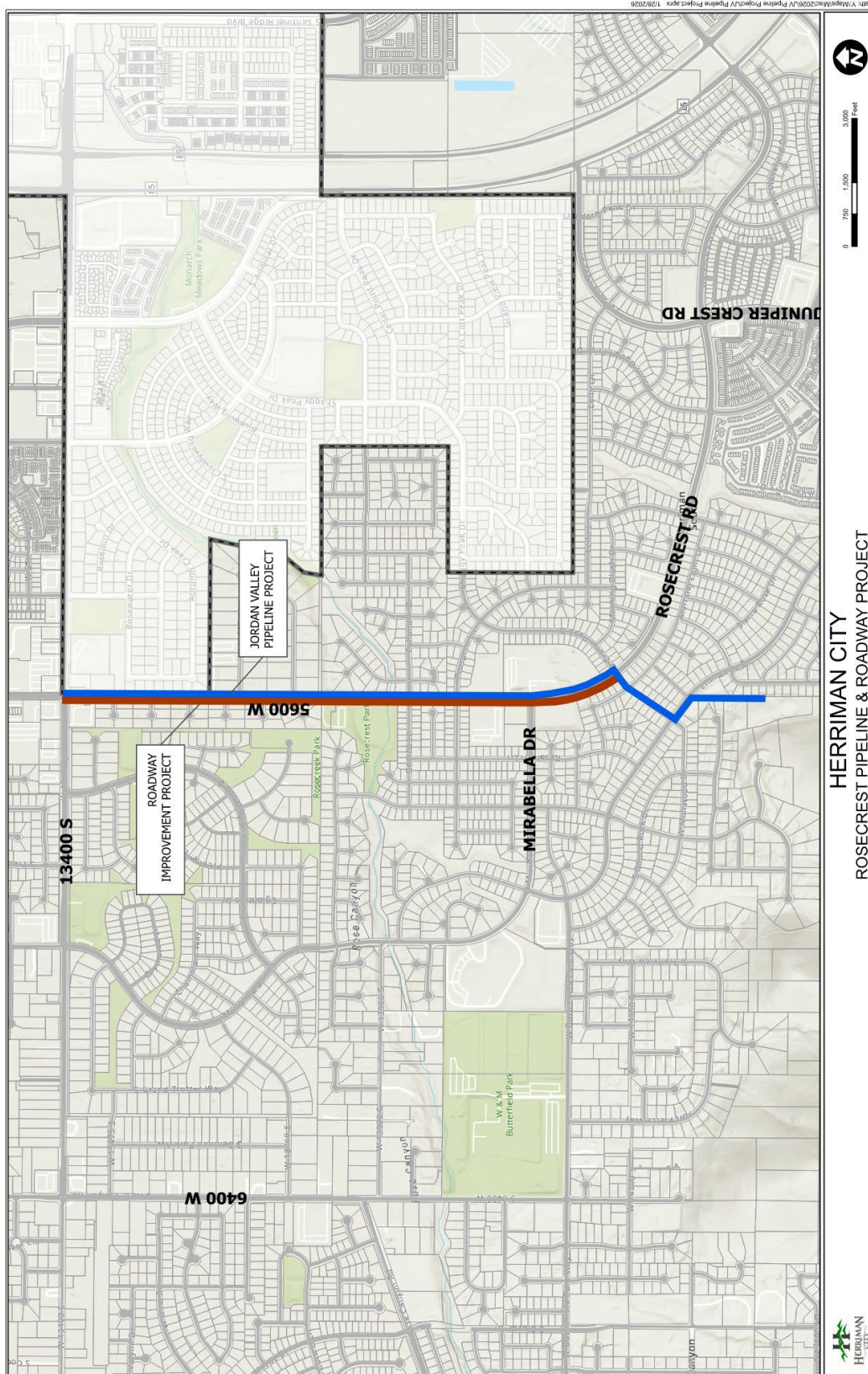
FISCAL IMPACT:

The total reimbursement amount included in the Cost Share Agreement is **\$1,758,979.29**. Costs are allocated between the General Fund and the Water Enterprise Fund as shown below. If approved change orders occur, the City’s reimbursement obligation may increase accordingly.

Project Budget			
Project	Cost	Budgeted Amount	Fund
Roadway Project	\$ 1,712,925.00	Reserved FY26- \$1,600,000 Budgeted Amount FY27- \$1,700,000	General Fund
Meter Vault	\$ 46,054.29	FY27- \$50,000	Water Fund

ATTACHMENTS:

- Project Map
- Cost Share Agreement



HERRIMAN CITY
ROSECREST PIPELINE & ROADWAY PROJECT

AGREEMENT FOR CONSTRUCTION AND COST-SHARING OF THE
ROSECREST PIPELINE CAPACITY UPGRADES PROJECT

This Agreement is made as of _____, 2026 (the “Effective Date”), between the Jordan Valley Water Conservancy District, a Utah special district (“District”), and Herriman City, a Utah municipality organized and existing under Utah law (the “Member Agency”).

RECITALS:

A. The District is a water conservancy district organized and existing pursuant to the laws of the State of Utah for the purposes, among others, of making water available to those inhabitants residing within its boundaries and of entering into contracts with public and private entities for the purchase and sale of water and its delivery;

B. The Member Agency is a Utah municipality; it purchases wholesale water from the District and then, in turn, provides retail water service to its customers/inhabitants within its boundaries;

C. The District has caused plans and specifications to be prepared for the construction of the Rosecrest Pipeline Capacity Upgrades (the “Project”) in Herriman City and Riverton City, Utah;

D. The Member Agency desires to include in the Project two (2) construction tasks to be part of this Cost Share Agreement, 1) the Rosecrest Roadway Improvements (“Roadway Improvements”) and 2) the Herriman City Water Metering in the new interconnect vault (“Meter Vault”) through which the Member Agency will receive water deliveries from the District, both are described on attached Exhibit 1;

E. The Member Agency has caused plans and specifications to be prepared for the Roadway Improvements and Meter Vault;

F. The parties enter this Agreement to set forth the terms and conditions by which the Meter Vault shall be constructed and installed as part of the Project and by which the associated costs shall be shared between them. The parties agree that the Roadway Improvements are for the benefit of Member Agency and that the Member Agency shall pay the engineering, construction management, and construction costs for the Roadway Improvements as set forth in this Agreement.

TERMS:

The parties agree as follows:

1. On or before May 31, 2028, the District shall cause the Roadway Improvements and Meter Vault to be constructed and completed as part of the Project.

2. (a) All design documents, plans, and specifications for the Roadway Improvements and Meter Vault, as part of the Project: (i) have been prepared by the District's Project Engineer, Bowen Collins and Associates, a Utah corporation ("Engineer"); (ii) are in accordance with all requirements and specifications imposed by applicable regulatory agencies; (iii) have been approved by the Member Agency; and, (iv) have been incorporated into the District's plans and specifications (the "Plans and Specifications") as set forth in the contract documents for the construction of the Project.

(b) The District has acquired all real property, easements, right-of-ways, and alignments (collectively referred to as the "Properties") which are deemed reasonably necessary by the District for the construction of the Roadway Improvements

and Meter Vault. The physical location of the Properties shall be subject to District approval, and their acquisition shall be in a form and with terms which are reasonably acceptable to the District.

3. The District will manage the construction of the Roadway Improvements and Meter Vault using the Engineer.

4. (a) The District shall employ VanCon, Inc., a Utah Corporation (the "Contractor"), to construct the Roadway Improvements and Meter Vault. The selected Contractor shall have demonstrated competence and experience in constructing projects similar to that contemplated by this Agreement, and the District shall require the Contractor to hold current, relevant licenses from the State of Utah during all construction activities on the Improvements.

(b) The District shall cause the Contractor to obtain all permits, licenses, and similar authorizations from applicable governmental organizations which are required to construct the Improvements.

(c) As of the Effective Date, the Member Agency is satisfied the Contractor currently meets the requirements set forth in subparagraph 4(a), and the Member Agency hereby gives its approval of the selection of the Contractor.

(d) Prior to and during the construction of the Roadway Improvements and Meter Vault, the District shall cause the Contractor to furnish the following to the Member Agency at such times as the Member Agency may reasonably request: (i) proof the Contractor holds a valid contractor's license from the State of Utah; (ii) proof of the Contractor's public liability, property damage, and vehicle liability insurance in the principal amount of \$1,000,000.00, naming the District and the Member Agency, and their trustees,

officers, agents, and employees as additional insureds; (iii) a performance bond and a payment bond for the full cost of the construction of the Roadway Improvements and Meter Vault with sureties and with such terms as are required by the Plans and Specifications; and, (iv) a guarantee from the Contractor, as required by the Plans and Specifications, which warrants that the workmanship and materials in the Roadway Improvements and Meter Vault shall be free from defects for a period of at least one (1) year following completion of construction. The insurance coverage required in this paragraph shall not be canceled or materially altered except after thirty (30) days' written notice to the District.

5. (a) The Member Agency may select and employ, at its expense, such consultants as it deems reasonable to assist it in the inspection of the construction of the Roadway Improvements and Meter Vault. The Member Agency and its consultants shall work with and through the Engineer and shall not give orders directly to the Contractor unless authorized in writing to do so. The District shall cause the Contractor to construct the Roadway Improvements and Meter Vault in accordance with the Plans and Specifications, including changes or additions to those Plans and Specifications which have been approved by the Member Agency. The costs associated with all change orders approved by both parties for the Roadway Improvements and Meter Vault shall be shared by the two parties as defined in this Agreement. All change orders for the Roadway Improvements and Meter Vault required by the Member Agency shall be at the sole expense of the Member Agency. Any costs associated with all change orders approved by both parties for the Meter Vault shall be shared by the two parties as defined in this Agreement. Change orders shall be communicated by the District to the Engineer, who in turn shall communicate them to the Contractor. The Member Agency shall provide the Engineer with information about

any problem(s) or concern(s) the Member Agency may have with construction and/or with acceptance of the Improvements upon completion of construction, and the District shall require the Contractor to undertake and complete all appropriate remedial actions.

(b) If the District or the Contractor proposes any change(s) to the Roadway Improvements or Meter Vault in the Plans and Specifications previously approved by the Member Agency, the District shall provide written notice of each proposal to the Member Agency. The Member Agency shall, in turn, communicate to the District its approval or denial of each proposal within fifteen (15) business days following receipt of the District's notice. If, however, applicable law or the Member Agency's policies and procedures preclude a response from the Member Agency within that fifteen (15) day period, the Member Agency shall have such longer time period as the law or policies/procedures may allow, but in no event more than forty-five (45) days following receipt of the District's notice.

6. The District or the Engineer shall notify the Member Agency five (5) business days in advance of starting any construction work on the Roadway Improvements and Meter Vault.

7. The Member Agency and the District shall share the total costs attributed to the Meter Vault, including but not limited to the engineering design, construction management (specifically the Engineer), and construction of the Meter Vault. The Member Agency shall reimburse the District for the Meter Vault as follows:

(a) The Member Agency shall pay fifty percent (50%) of the total cost of the Meter Vault based on the unit price schedule as bid and defined in the Project contract documents (the "Member Agency Share"). Total cost includes the cost of change orders, if

any, required for the Meter Vault which are approved by both the Member Agency and the District.

(b) The District shall pay fifty percent (50%) of the total cost of the Meter Vault.

(c) The Member Agency shall be solely responsible for the total costs attributed to the Roadway Improvements, including but not limited to construction of the Roadway Improvements, and acquisition of Properties. The Member Agency shall reimburse the District for the Roadway Improvements as follows: the Member Agency shall pay the total costs based on the unit price schedule as bid and defined in the Project contract documents, plus the cost of change orders, if any, required for the Roadway Improvements which are approved by the Member Agency.

(d) The estimated total engineering, construction management, and construction costs to construct the Roadway Improvements and Meter Vault are shown on attached Exhibit 2.

(e) The District shall be responsible for making all initial payments to the Contractor and to the Engineer for the Roadway Improvements, with appropriate reimbursement from the Member Agency as required by this Agreement.

(f) The District shall require the Contractor to itemize all costs paid and/or incurred in the construction of the Roadway Improvements and the Meter Vault. At such time as the Contractor forwards an invoice to the District for any appropriate costs, the District shall forward a copy of the invoice to the Member Agency.

(g) The District shall itemize staff time and other costs it may incur in connection with the Meter Vault. Those costs shall be set forth in invoices to the Member Agency.

(h) The Member Agency shall review the invoice(s) and shall, within twenty (20) business days following receipt of the invoice(s) by the Member Agency, reimburse the District for appropriate actual costs, as set forth in the invoice(s). All funds tendered to the District by the Member Agency under this Agreement shall constitute reimbursement of actual costs incurred by the District or paid by the District to the Contractor and/or to the Engineer in connection with the Roadway Improvements and the Meter Vault.

8. (a) Upon completion of construction, the Member Agency shall own the Roadway Improvements and the Meter Vault downstream of the meter, the District shall own the Meter Vault upstream of the meter, the physical vault and structural appurtenances shall be owned jointly by the Member Agency and the District, and they shall each be responsible for the operation, maintenance, inspection, repair, and replacement of their respective portion of the Improvements.

(b) The Member Agency shall maintain perpetually a functioning check valve in the Meter Vault to prevent backflow into the District's water system.

(c) The Member Agency, at its discretion and expense, and in addition to any other inspections authorized or allowed by this Agreement, may periodically inspect and test the Roadway Improvements and Meter Vault at any time within the one (1) year period following completion of its construction. If the Member Agency determines any defect in the materials or workmanship in the Roadway Improvements and Meter Vault, or

that the Roadway Improvements and Meter Vault were not constructed in accordance with the Plans and Specifications, then, notwithstanding any provision of this Agreement to the contrary, the Member Agency shall notify the District and the District shall (i) cause the Contractor, at the Contractor's expense, to remedy the defect or the variance from the Plans and Specifications within a reasonable amount of time; and/or, (ii) pursue a claim against any of the Contractor's bond(s) to complete the remedial work on the Roadway Improvements and Meter Vault.

9. To the extent this Agreement is governed by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the "Act"), the parties represent that they have complied with all applicable provisions of the Act, including but not limited to:

(a) Each party's governing body has authorized this Agreement by resolution;

(b) Each party has obtained the approval of this Agreement by its authorized attorney; and,

(c) Each of the parties agrees to file a copy of this Agreement with the keeper of records for that party and to comply with any notice or publication requirements of the Act.

10. This Agreement, including exhibits, attachments, and references to incorporated documents, specifically including the District's Plans and Specifications, constitutes the entire agreement between the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matters contained in this Agreement.

11. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

12. Neither party may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, without the prior written consent of the other, which consent shall not be withheld unreasonably, except that either party may make an assignment to its successor in interest. Any assignment made in violation of this paragraph or in violation of law shall be void. Notwithstanding the foregoing, either party may pledge or assign this Agreement as security for its bonding or other financing activities.

13. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

14. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement. Any terms which the parties as governmental entities are mandated by law to include in this Agreement shall be considered part of this Agreement.

15. This Agreement cannot be amended except by a written instrument signed by the parties.

16. If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in that action, in addition to any other relief to which it may be entitled.

17. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and

practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

18. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations by reason of earthquakes or other natural disasters; strikes or other labor unrest; power failures; civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; or any other circumstances which are not within its reasonable control.

19. Any notice, communication, or payment required or allowed by this Agreement shall be mailed or hand-delivered to each party as follows:

If to the District, to:

Jordan Valley Water Conservancy District
Attn: Engineering Department Manager
8215 South 1300 West
West Jordan, UT 84088

If to the Member Agency, to:

Herriman City
Attn: Justun Edwards
5355 W Herriman Main Street
Herriman, UT 84096

With a copy to:

Herriman City
Attn: Jonathan Bowers
5355 W Herriman Main Street
Herriman, UT 84096

Each party may change the designation of the addressee or the address for that party by providing written notice of the change.

21. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

22. The parties intend that this Agreement benefit only them, and they do not intend there to be any third-party beneficiaries.

[SIGNATURE PAGE TO FOLLOW]

“District”:

Jordan Valley Water Conservancy District

Dated: _____

By: _____
Its: Corey Rushton
Chair, Board of Trustees

Address: 8215 South 1300 West
West Jordan, UT 84088

ATTEST:

Jacob Young
Clerk

“Member Agency”:

Herriman City

Dated: _____

By: _____
Its: Lorin Palmer
Mayor

Address: 5355 W Herriman Main Street
Herriman, UT 84096

ATTEST:

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

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by Corey Rushton as Chair, Board of Trustees of the Jordan Valley Water Conservancy District.

Notary Public

STATE OF UTAH)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by Lorin Palmer as Mayor of Herriman City.

Notary Public

EXHIBIT 1

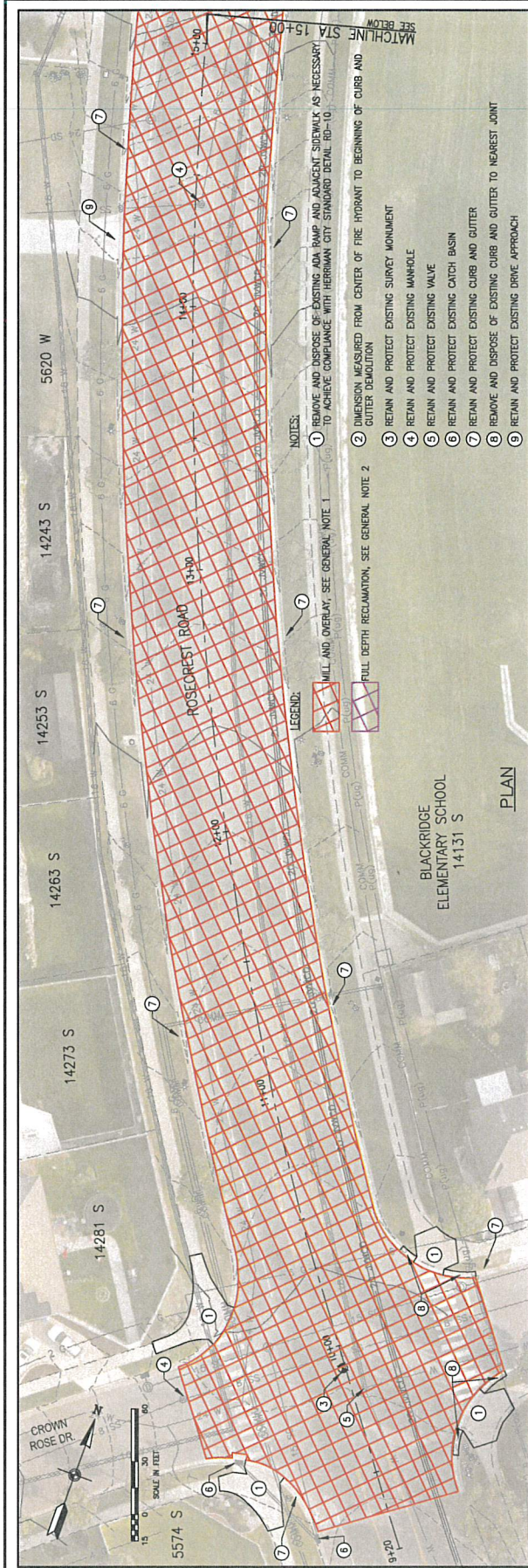
NO.	DATE	REV.	DESCRIPTION

VERIFY SCALE
 ORIGINAL DIMENSION
 BAR IS ONE INCH ON

DESIGN: B. ASHCROFT
 CHECKED: K. BAGLEY
 APPROVED: M. WASHBURN
 DESIGNER: B. ASHCROFT
 PROJECT NUMBER: 217-25-03
 DATE: NOVEMBER 2025

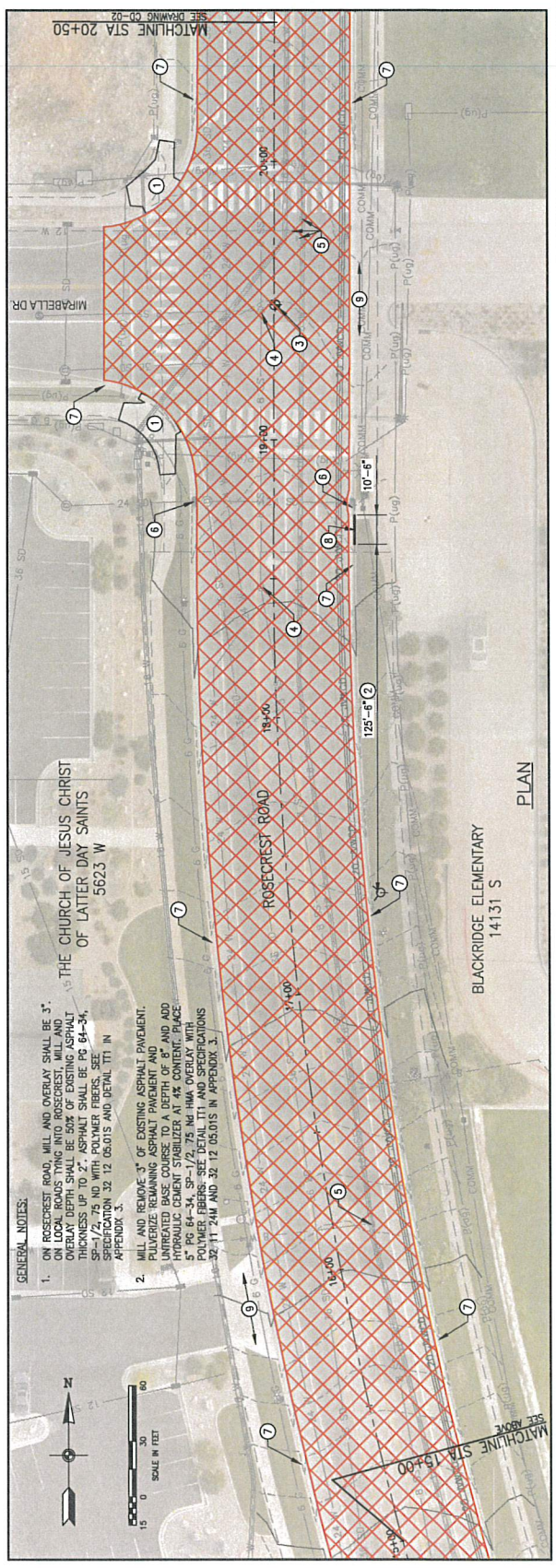
CIVIL
CIVIL DEMOLITION - 01
 DRAWING NO: CD-01
 SHEET: 44 OF 138

ROSECREST ROADWAY IMPROVEMENTS



- NOTES:**
- 1 REMOVE AND DISPOSE OF EXISTING ADA RAMP AND ADJACENT SIDEWALK AS NECESSARY TO ACHIEVE COMPLIANCE WITH HERMAN CITY STANDARD DETAIL RD-10
 - 2 DIMENSION MEASURED FROM CENTER OF FIRE HYDRANT TO BEGINNING OF CURB AND GUTTER DEMOLITION
 - 3 RETAIN AND PROTECT EXISTING SURVEY MONUMENT
 - 4 RETAIN AND PROTECT EXISTING MANHOLE
 - 5 RETAIN AND PROTECT EXISTING VALVE
 - 6 RETAIN AND PROTECT EXISTING CATCH BASIN
 - 7 RETAIN AND PROTECT EXISTING CURB AND GUTTER
 - 8 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER TO NEAREST JOINT
 - 9 RETAIN AND PROTECT EXISTING DRIVE APPROACH

- LEGEND:**
- 1 MILL AND OVERLAY, SEE GENERAL NOTE 1
 - 2 FULL DEPTH RECLAMATION, SEE GENERAL NOTE 2



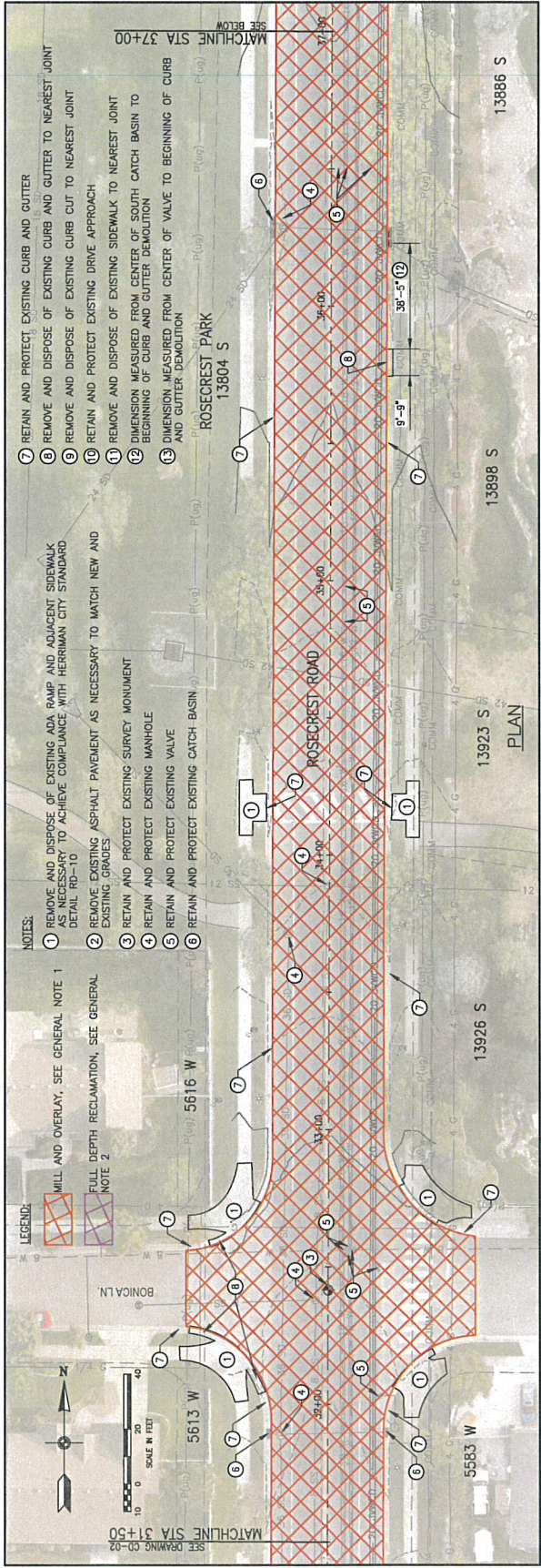
- GENERAL NOTES:**
1. ON ROSECREST ROAD, MILL AND OVERLAY SHALL BE 3". ON LOCATIONS NOTING INTO ROSECREST, MILL AND OVERLAY DEPTH SHALL BE 50% OF EXISTING ASPHALT THICKNESS UP TO 2". ASPHALT SHALL BE PG 64-34, SP-1/2, 75 NO WITH POLYMER FIBERS, SEE SPECIFICATION 32.12.05.01S AND DETAIL TTI IN APPENDIX 3.
 2. MILL AND REMOVE 3" OF EXISTING ASPHALT PAVEMENT, PULVERIZE REMAINING ASPHALT PAVEMENT AND UNGRAVELLED BASE COURSE TO A DEPTH OF 6" AND ADD 5" PG 64-34, SP-1/2, 75 NO HMA OVERLAY WITH POLYMER FIBERS, SEE DETAIL TTI AND SPECIFICATIONS 32.11.24M AND 32.12.05.01S IN APPENDIX 3.

NO.	DATE	REV. BY	DESCRIPTION

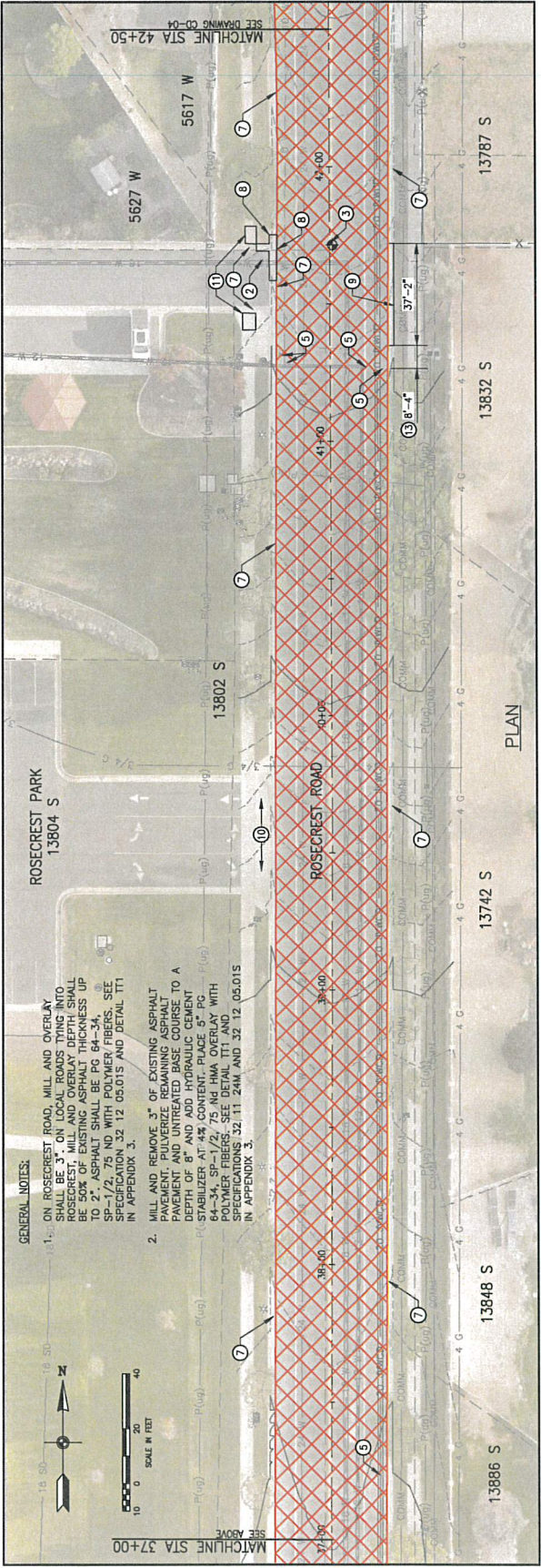
VERIFY SCALE
 BASE ON CENTERLINE
 ORIGINAL DRAWING

DESIGN
 DESIGNER: B. ASHCROFT
 CHECKED: B. ASHCROFT
 DRAWN: M. WASHBURN
 APPROVED: B. ASHCROFT
 HERMANN, UT

CIVIL
 PROJECT NUMBER: 217-25-03
 DATE: NOVEMBER 2025
ROSECREST ROADWAY IMPROVEMENTS
CIVIL DEMOLITION - 03

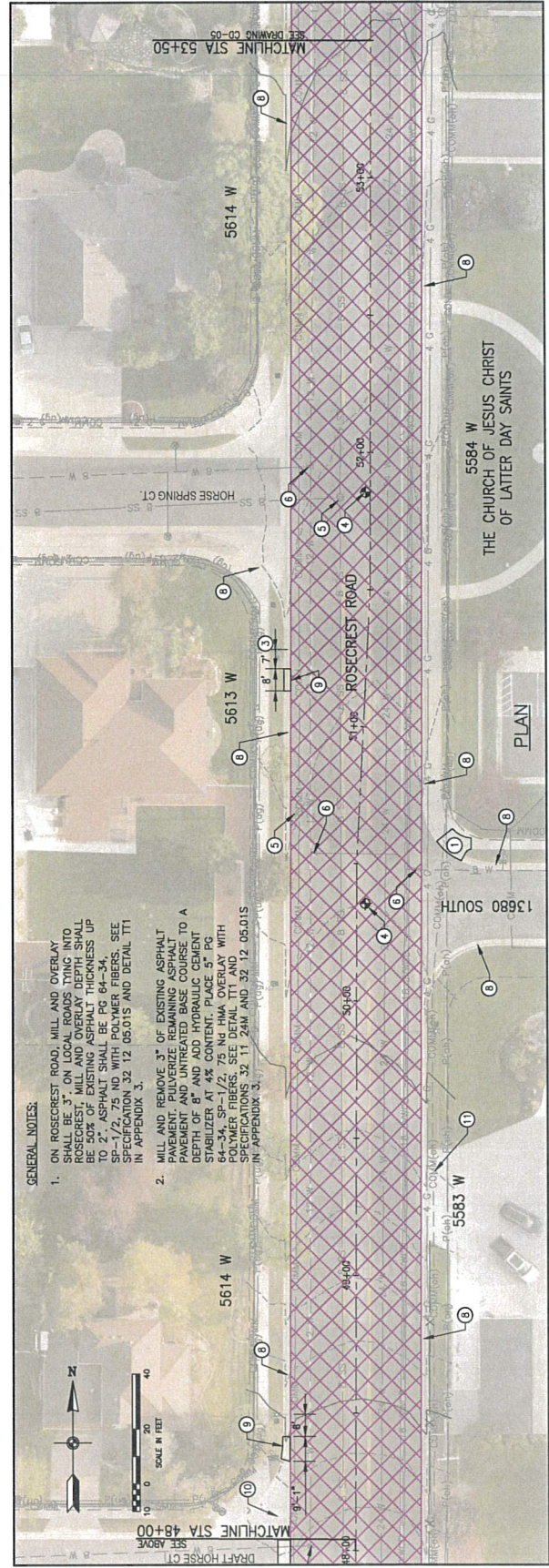
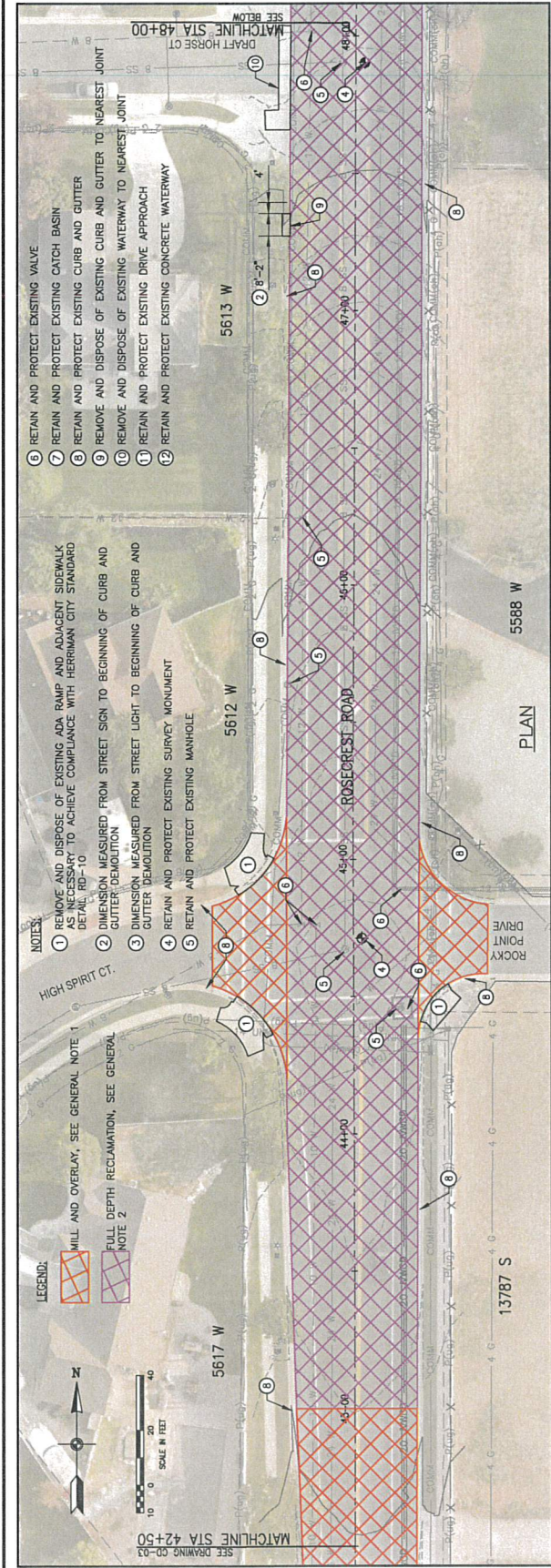


- NOTES:**
1. REMOVE AND DISPOSE OF EXISTING ADA RAMP AND ADJACENT SIDEWALK PER DETAIL RD-10 TO ACHIEVE COMPLIANCE WITH HERRIMAN CITY STANDARD DETAIL RD-10.
 2. REMOVE EXISTING ASPHALT PAVEMENT AS NECESSARY TO MATCH NEW AND EXISTING GRADES.
 3. RETAIN AND PROTECT EXISTING SURVEY MONUMENT.
 4. RETAIN AND PROTECT EXISTING MANHOLE.
 5. RETAIN AND PROTECT EXISTING VALVE.
 6. RETAIN AND PROTECT EXISTING CATCH BASIN.
 7. RETAIN AND PROTECT EXISTING CURB AND GUTTER.
 8. REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER TO NEAREST JOINT.
 9. REMOVE AND DISPOSE OF EXISTING CURB CUT TO NEAREST JOINT.
 10. RETAIN AND PROTECT EXISTING DRIVE APPROACH.
 11. REMOVE AND DISPOSE OF EXISTING SIDEWALK TO NEAREST JOINT.
 12. DIMENSION MEASURED FROM CENTER OF SOUTH CATCH BASIN TO BEGINNING OF CURB AND GUTTER DEMOLITION.
 13. DIMENSION MEASURED FROM CENTER OF VALVE TO BEGINNING OF CURB AND GUTTER DEMOLITION.



- GENERAL NOTES:**
1. ON ROSECREST ROAD, MILL AND OVERLAY SHALL BE 3". ON LOCAL ROADS TYING INTO ROSECREST, MILL AND OVERLAY DEPTH SHALL BE 50% OF EXISTING ASPHALT THICKNESS UP TO 8" ASPHALT. LOCAL ROADS SHALL BE SP-1/2" OR 1" WITH POLYMER FIBERS. SEE SPECIFICATION 32.12.05.015 AND DETAIL TT1 IN APPENDIX 3.
 2. MILL AND REMOVE 3" OF EXISTING ASPHALT PAVEMENT. PULVERIZE REMAINING ASPHALT PAVEMENT AND UNTREATED BASE COURSE TO A DEPTH OF 8" AND ADD HYDRAULIC CEMENT STABILIZER AT 4% CONTENT. PLACE 5" PG 64-3M SP-1/2" OR 1" AND HMA OVERLAY WITH SPECIFICATIONS 32.11.24M AND 32.12.05.015 IN APPENDIX 3.

NO.	REV.	DATE	DESCRIPTION



SEE BELOW
 DRAFT HORSE CT
 MATCHLINE STA 48+00

SEE ABOVE
 DRAFT HORSE CT
 MATCHLINE STA 53+50

NOTES:
 1 REMOVE AND DISPOSE OF EXISTING ADA RAMP AND ADJACENT SIDEWALK PER CITY TO ACHIEVE COMPLIANCE WITH HERMAN CITY STANDARD DETAIL RD-10
 2 DIMENSION MEASURED FROM STREET SIGN TO BEGINNING OF CURB AND GUTTER DEMOLITION
 3 DIMENSION MEASURED FROM STREET LIGHT TO BEGINNING OF CURB AND GUTTER DEMOLITION
 4 RETAIN AND PROTECT EXISTING SURVEY MONUMENT
 5 RETAIN AND PROTECT EXISTING MANHOLE
 6 RETAIN AND PROTECT EXISTING VALVE
 7 RETAIN AND PROTECT EXISTING CATCH BASIN
 8 RETAIN AND PROTECT EXISTING CURB AND GUTTER
 9 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER TO NEAREST JOINT
 10 REMOVE AND DISPOSE OF EXISTING WATERWAY TO NEAREST JOINT
 11 RETAIN AND PROTECT EXISTING DRIVE APPROACH
 12 RETAIN AND PROTECT EXISTING CONCRETE WATERWAY

GENERAL NOTES:
 1. ON ROSECREST ROAD, MILL AND OVERLAY SHALL BE 3". ON LOCAL ROADS TYPING INTO ROSECREST, MILL AND OVERLAY DEPTH SHALL BE 50% OF EXISTING ASPHALT THICKNESS UP TO 4" AND SHALL BE FULL DEPTH RECLAMATION WITH POLYMER FIBERS. SEE SPECIFICATION 32.12.05.01S AND DETAIL T11 IN APPENDIX 3.
 2. MILL AND REMOVE 3" OF EXISTING ASPHALT PAVEMENT, PULVERIZE REMAINING ASPHALT PAVEMENT AND UNTREATED BASE COURSE TO A DEPTH OF 8" AND ADD HYDRAULIC CEMENT STABILIZER AT 4% CONTENT. PLACE 5" PG 84-3M SP-1725 FIBER REINFORCED FMA OVERLAY WITH POLYMER FIBERS. SEE SPECIFICATION 32.11.24M AND 32.12.05.01S IN APPENDIX 3.

P:\herman\217-25-03\Rosecrest Roadway Improvements\25 Design\Plan\25 CD-04.dwg, Packed: 1/17/2025 3:30 PM by: csmh.wip



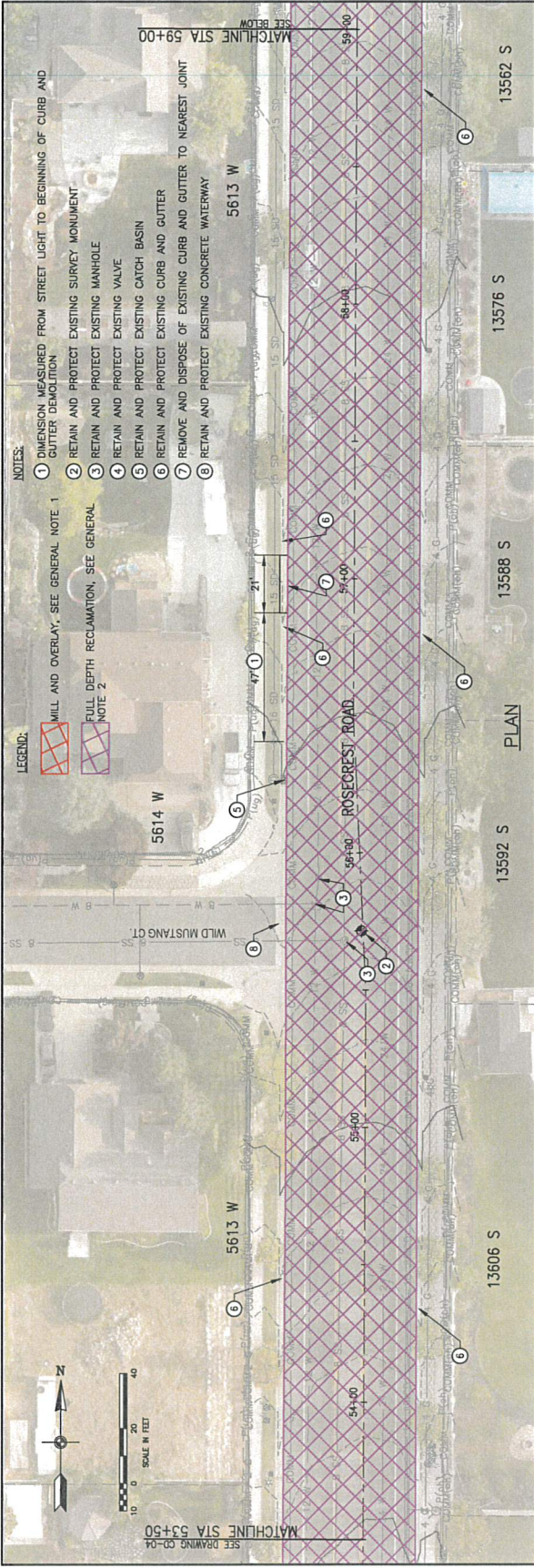
NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
 DATE IS CHECKED ON ORIGINAL DRAWING

DESIGN: B. ASHCROFT
 CHECKED: K. BAGLEY
 APPROVED: M. WASHBURN
 DESIGNER: B. ASHCROFT
 PROJECT NUMBER: 217-25-03

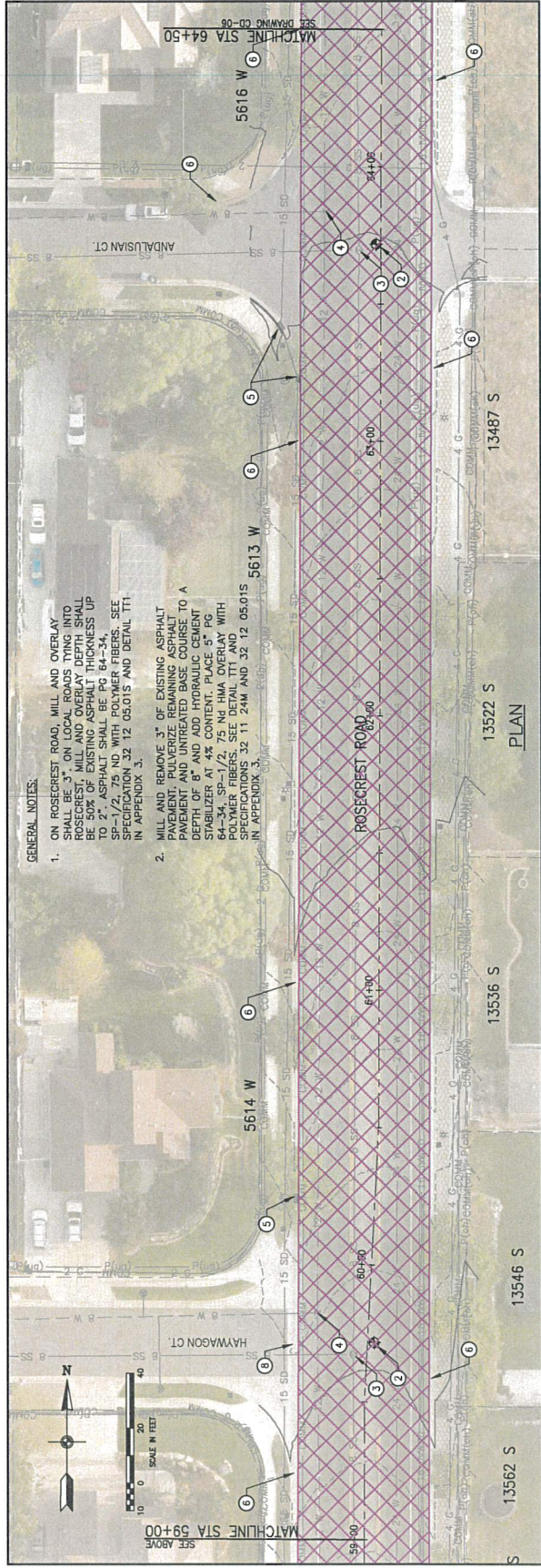
CIVIL
ROSECREST ROADWAY IMPROVEMENTS
 CIVIL DEMOLITION - 05

DRAWING NO: **CD-05**
 SHEET: 48 OF 128



- NOTES:**
- 1 DIMENSION MEASURED FROM STREET LIGHT TO BEGINNING OF CURB AND GUTTER DEMOLITION
 - 2 RETAIN AND PROTECT EXISTING SURVEY MONUMENT
 - 3 RETAIN AND PROTECT EXISTING MANHOLE
 - 4 RETAIN AND PROTECT EXISTING VALVE
 - 5 RETAIN AND PROTECT EXISTING CATCH BASIN
 - 6 RETAIN AND PROTECT EXISTING CURB AND GUTTER
 - 7 REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER TO NEAREST JOINT
 - 8 RETAIN AND PROTECT EXISTING CONCRETE WATERWAY

- LEGEND:**
- MILL AND OVERLAY, SEE GENERAL NOTE 1
 - FULL DEPTH RECLAMATION, SEE GENERAL NOTE 2



- GENERAL NOTES:**
1. ON ROSECREST ROAD, MILL AND OVERLAY SHALL BE 3" ON LOCAL ROADS TYING INTO ROSECREST. MILL AND OVERLAY DEPTH SHALL BE 50% OF EXISTING ASPHALT THICKNESS UP TO 6" ASPHALT THICKNESS. MILL AND OVERLAY SHALL BE 1 1/2" WITH POLYMER FIBERS. SEE SPECIFICATION 32.12.05.01S AND DETAIL T11 IN APPENDIX 3.
 2. MILL AND REMOVE 3" OF EXISTING ASPHALT PAVEMENT. PULVERIZE REMAINING ASPHALT PAVEMENT AND UNTREATED BASE COURSE TO A DEPTH OF 8" AND ADD HYDRAULIC CEMENT STABILIZER AT 4% CONTENT. PLACE 5" FG 64-34, SPECIFIED 75 MG HMA OVERLAY WITH POLYMER FIBERS. SEE SPECIFICATIONS 32.11.24M AND 32.12.05.01S IN APPENDIX 3.

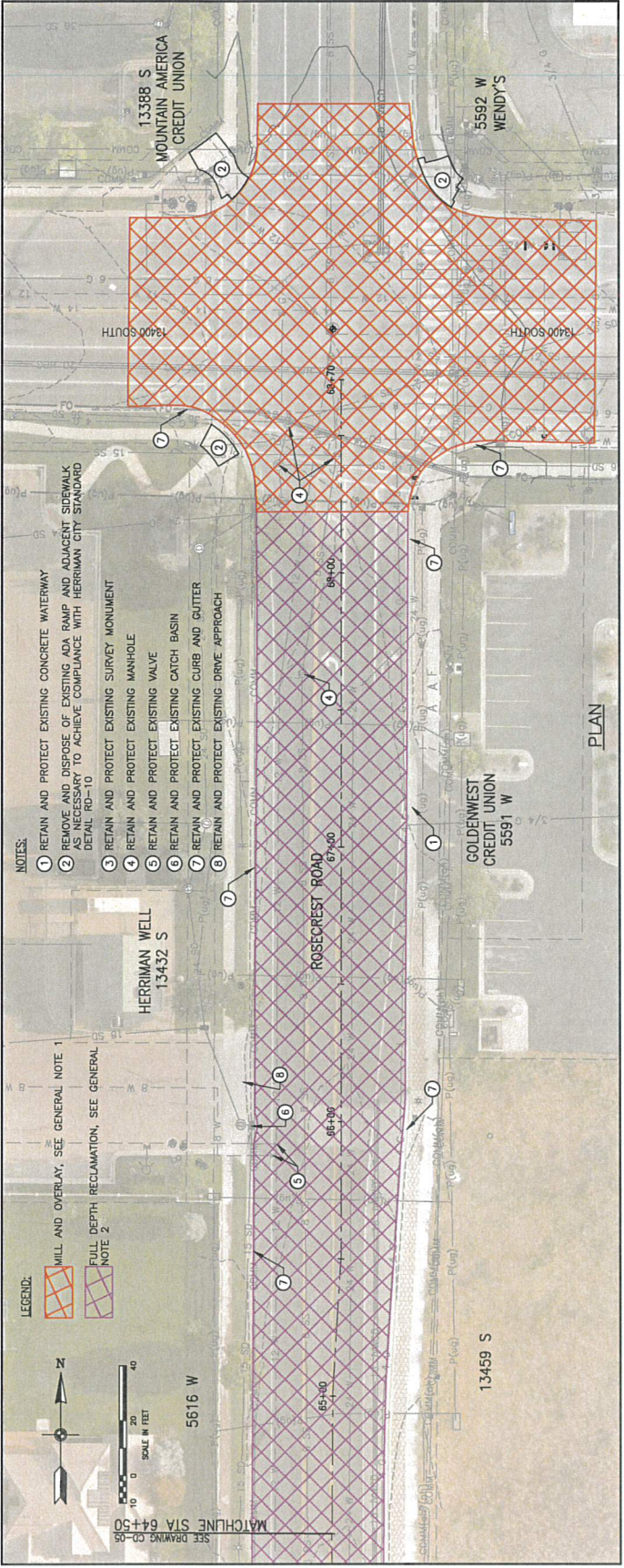
NO.	DATE	REV BY	DESCRIPTION

VERIFY SCALE
 HERRIMAN, UT
 ORIGINAL DRAWING
 DATE IS ON ENCLON

DESIGN: B. ASHCROFT
 CHECKED: K. BAILEY
 APPROVED: B. ASHCROFT
 DESIGN: M. WASHBURN

CIVIL
 PROJECT NUMBER: 217-25-03
 DATE: NOVEMBER 2023
CIVIL DEMOLITION - 06

DRAWING NO: **CD-06**
 SHEET: 06 OF 106



- NOTES:**
- RETAIN AND PROTECT EXISTING CONCRETE WATERWAY
 - REMOVE AND DISPOSE OF EXISTING ADA RAMP AND ADJACENT SIDEWALK TO ACHIEVE COMPLIANCE WITH HERRIMAN CITY STANDARD DETAIL PD-10
 - RETAIN AND PROTECT EXISTING SURVEY MONUMENT
 - RETAIN AND PROTECT EXISTING MANHOLE
 - RETAIN AND PROTECT EXISTING VALVE
 - RETAIN AND PROTECT EXISTING CATCH BASIN
 - RETAIN AND PROTECT EXISTING CURB AND GUTTER
 - RETAIN AND PROTECT EXISTING DRIVE APPROACH

- LEGEND:**
- MILL AND OVERLAY, SEE GENERAL NOTE 1
 - FULL DEPTH RECLAMATION, SEE GENERAL NOTE 2

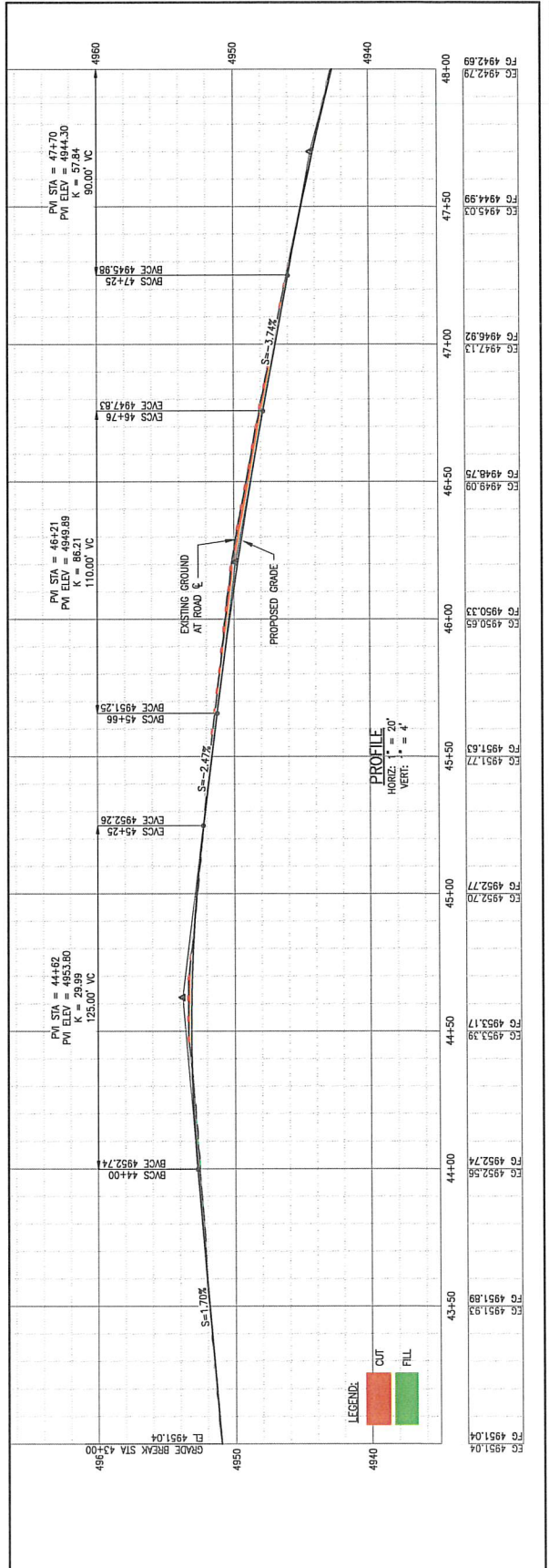
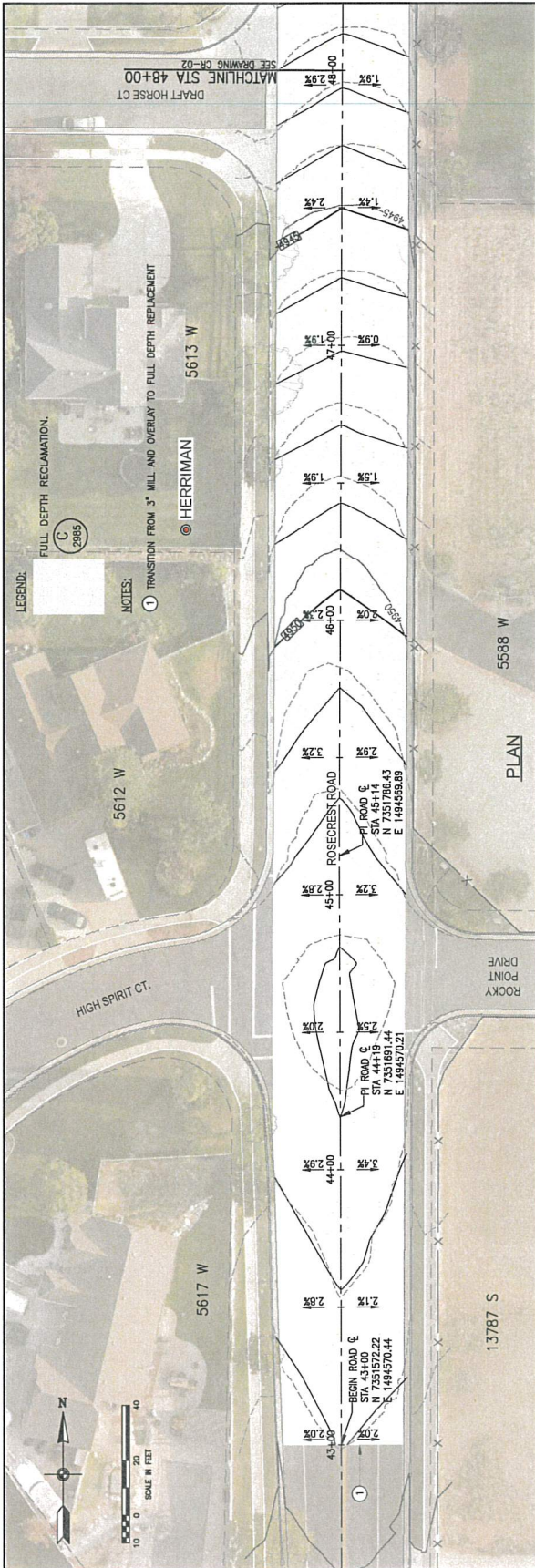
- GENERAL NOTES:**
- ON ROSECREST ROAD, MILL AND OVERLAY SHALL BE 3" ON LOCAL ROADS TYING INTO EXISTING PAVEMENT. MILL AND OVERLAY BE 2" ON EXISTING ASPHALT THICKNESS UP TO 2". ASPHALT SHALL BE PG 64-34, SP-1/2, 75 ND WITH POLYMER FIBERS. SEE SPECIFICATION 32 12 05.01S AND DETAIL TT1 IN APPENDIX 3.
 - MILL AND REMOVE 3" OF EXISTING ASPHALT PAVEMENT. PULVERIZE REMAINING ASPHALT PAVEMENT AND UNTREATED BASE COURSE TO A DEPTH OF 8" AND ADD HYDRAULIC CEMENT TO EXISTING ASPHALT TO 10% OVERLAY WITH POLYMER FIBERS. SEE DETAIL TT1 AND SPECIFICATIONS 32 11 24M AND 32 12 05.01S IN APPENDIX 3.

NO.	DATE	REV. BY	DESCRIPTION

DESIGN: B. ASHCROFT
 CHECKED: B. BAGLEY
 APPROVED: B. ASHCROFT
 DRAWN: M. WASHBURN
 PROJECT NUMBER: 217-25-03
 DATE: NOVEMBER 2025

ROSECREST ROADWAY IMPROVEMENTS
 HERRIMAN, UT

CIVIL
 CIVIL ROAD PLAN & PROFILE - 01

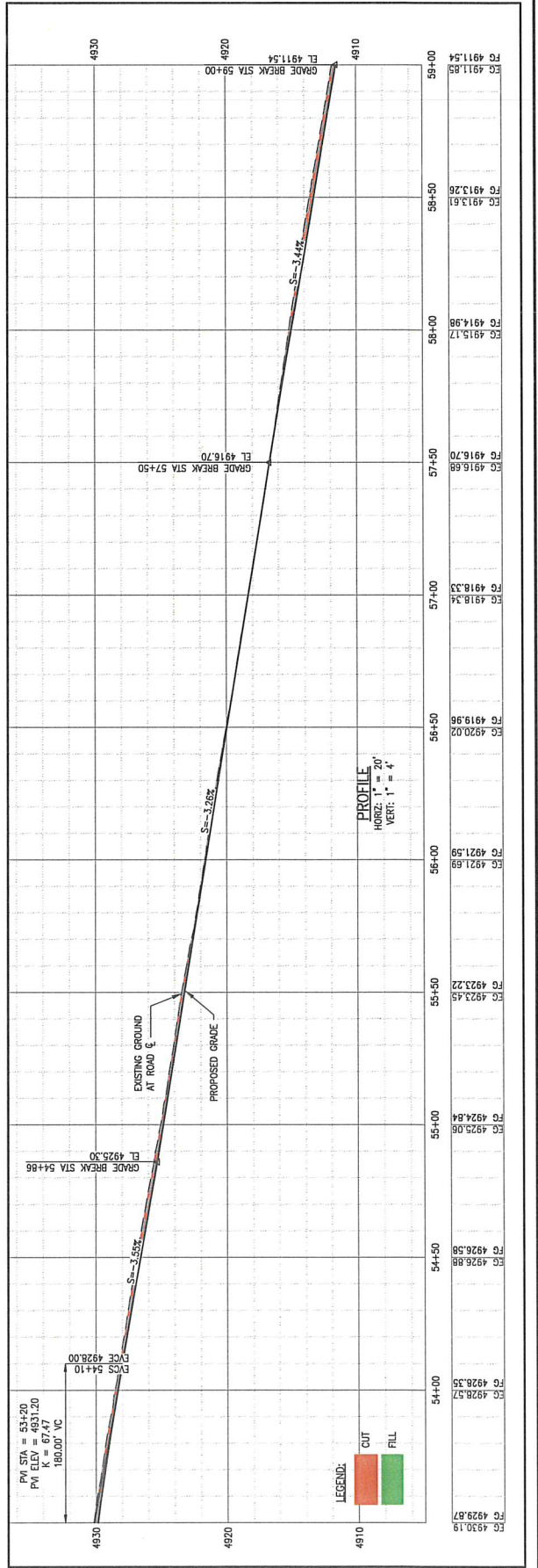
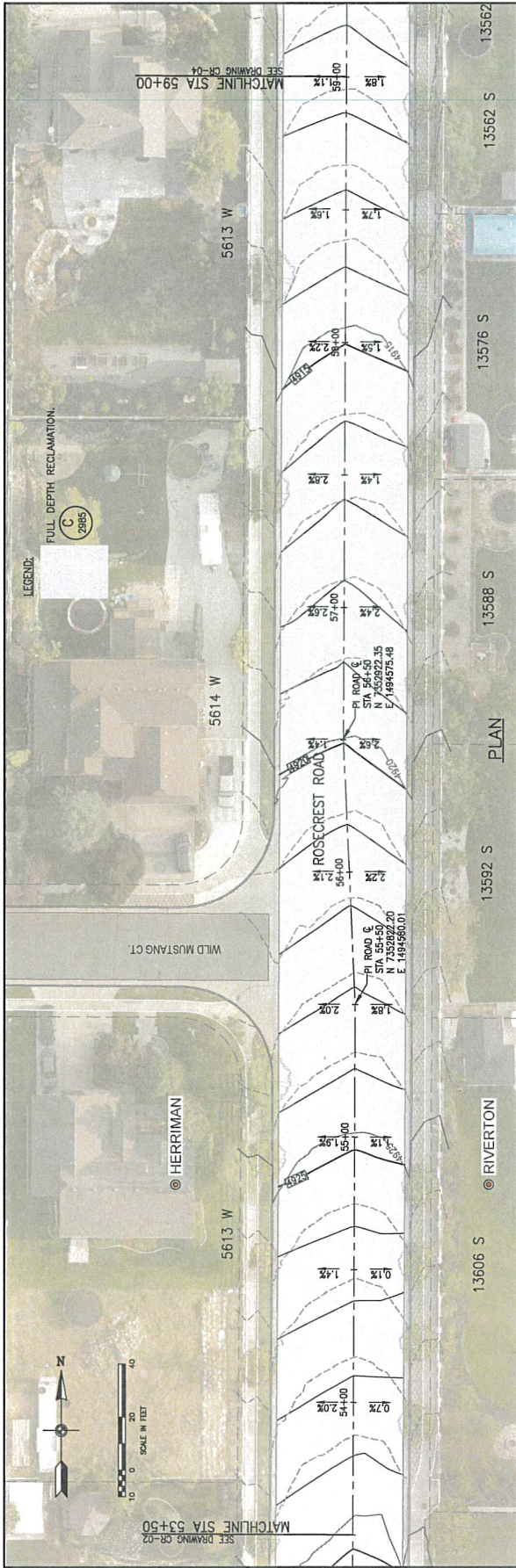


NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
 ORIGINAL DRAWING: []
 BARS ON MCH 04

DESIGN: B. ASHCROFT
 CHECKED: K. BAGLEY
 APPROVED: B. ASHCROFT
 DESIGNER: M. WASHBURN
 PROJECT NUMBER: 217-25-03

CIVIL
CIVIL ROAD PLAN & PROFILE - 03
 DATE: NOVEMBER 2025
 DRAWING NO: **CR-03**
 SHEET: 52 OF 128

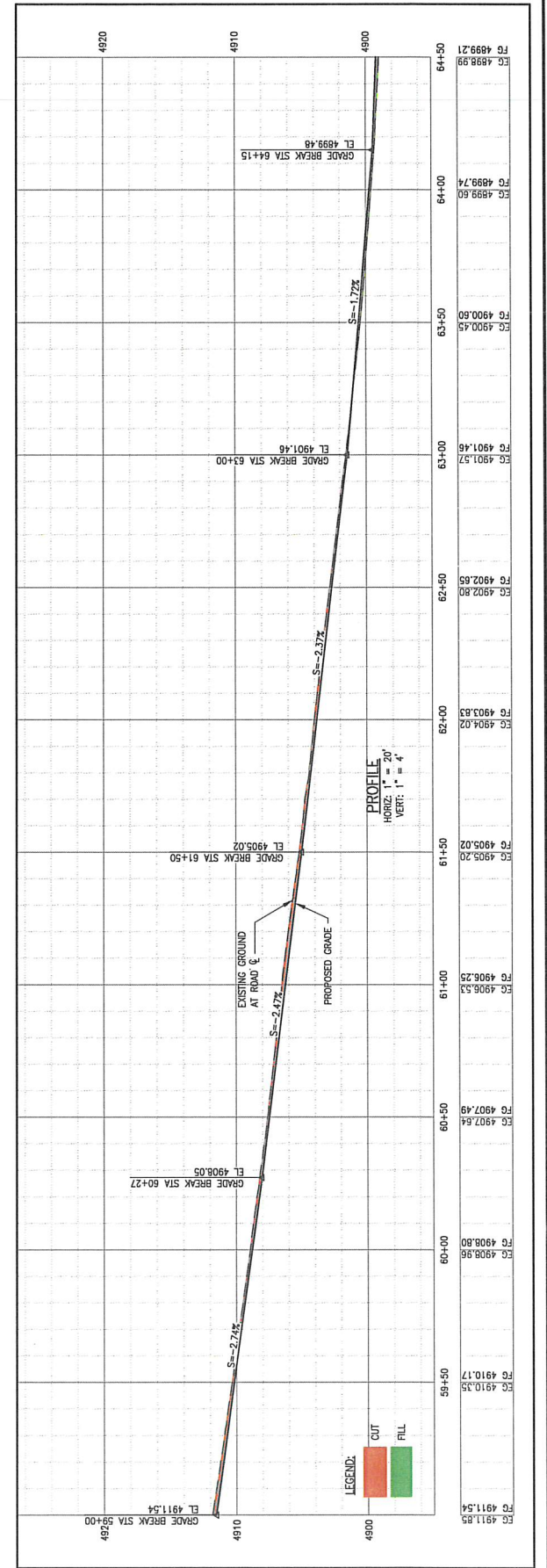
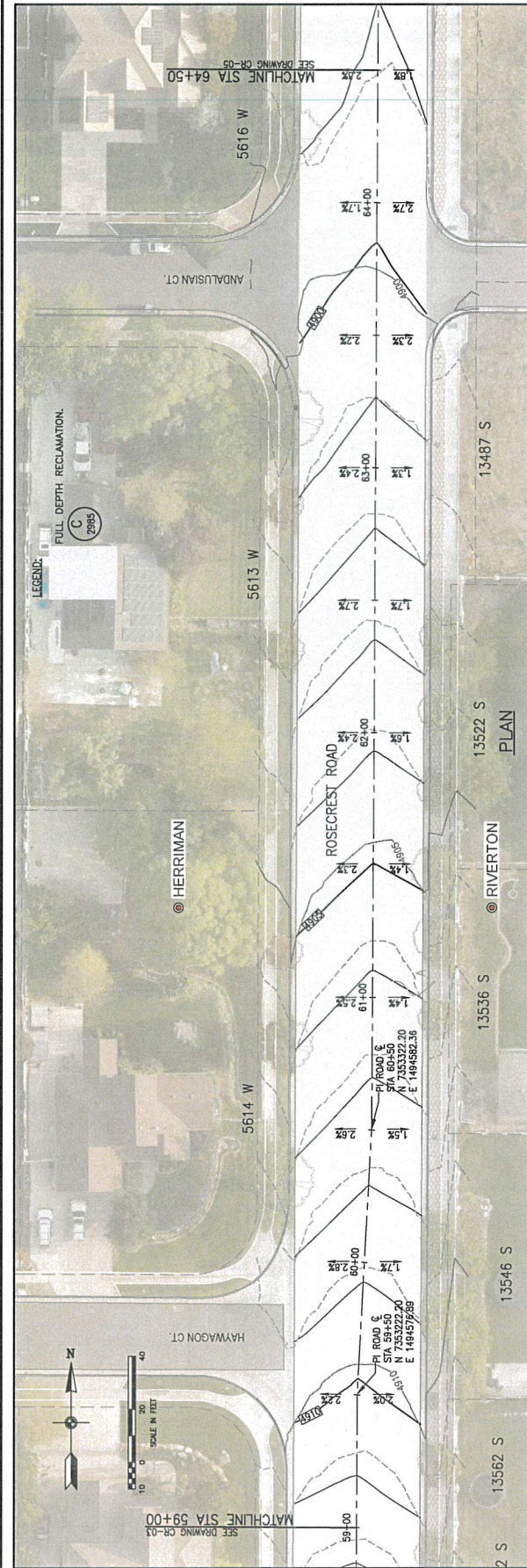


NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING

DESIGN: B. ASHCROFT
 CHECKED: K. BAILEY
 APPROVED: B. WASHBURN
 DRAWN: M. WASHBURN
 PROJECT NUMBER: 217-25-03

CIVIL ROAD PLAN & PROFILE - 04
 ROSECREST ROADWAY IMPROVEMENTS
 HERRIMAN, UT



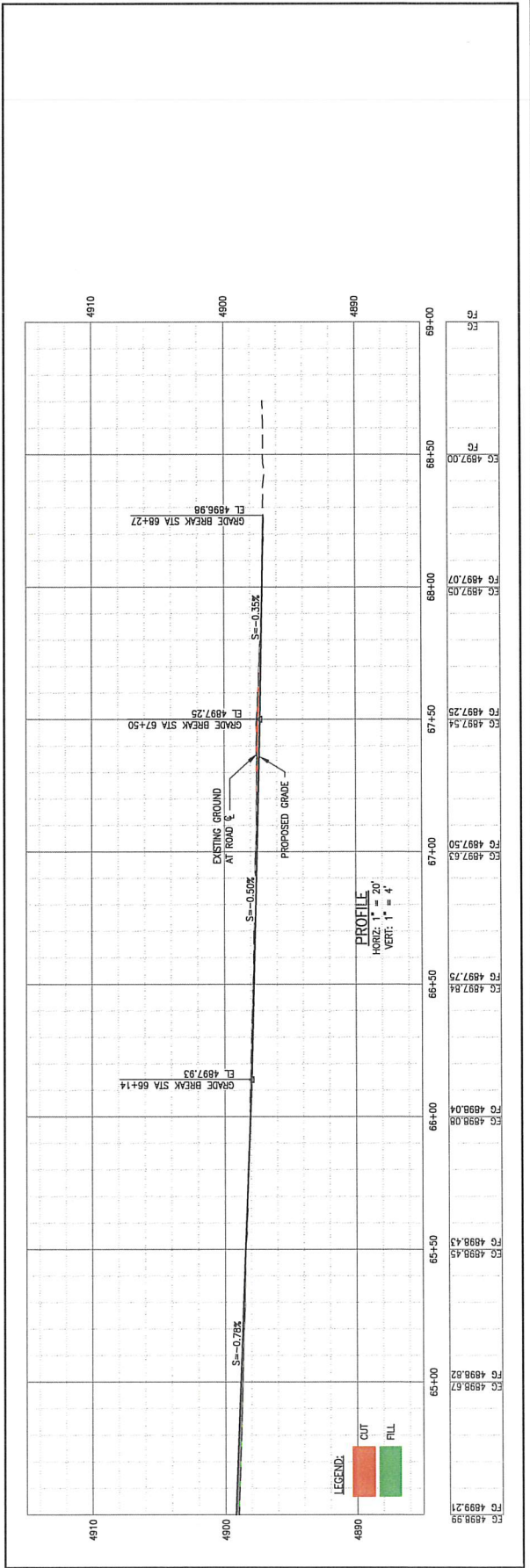
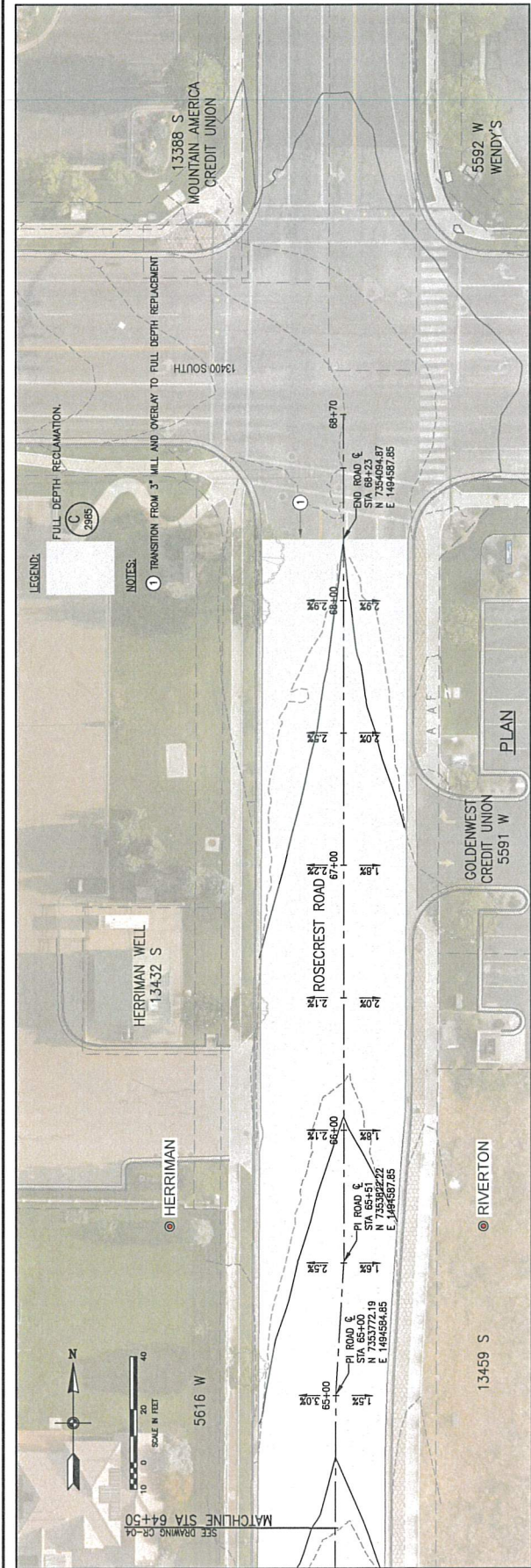
NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
 BARS ONE INCH ON ORIGINAL DRAWING

DESIGN: B. ASHCROFT
 CHECKED: K. BAGLEY
 APPROVED: B. ASHCROFT
 DRAWN: M. WASHBURN

CIVIL ROAD PLAN & PROFILE - 05

DRAWING NO: CR-05
 SHEET: 54 OF 126

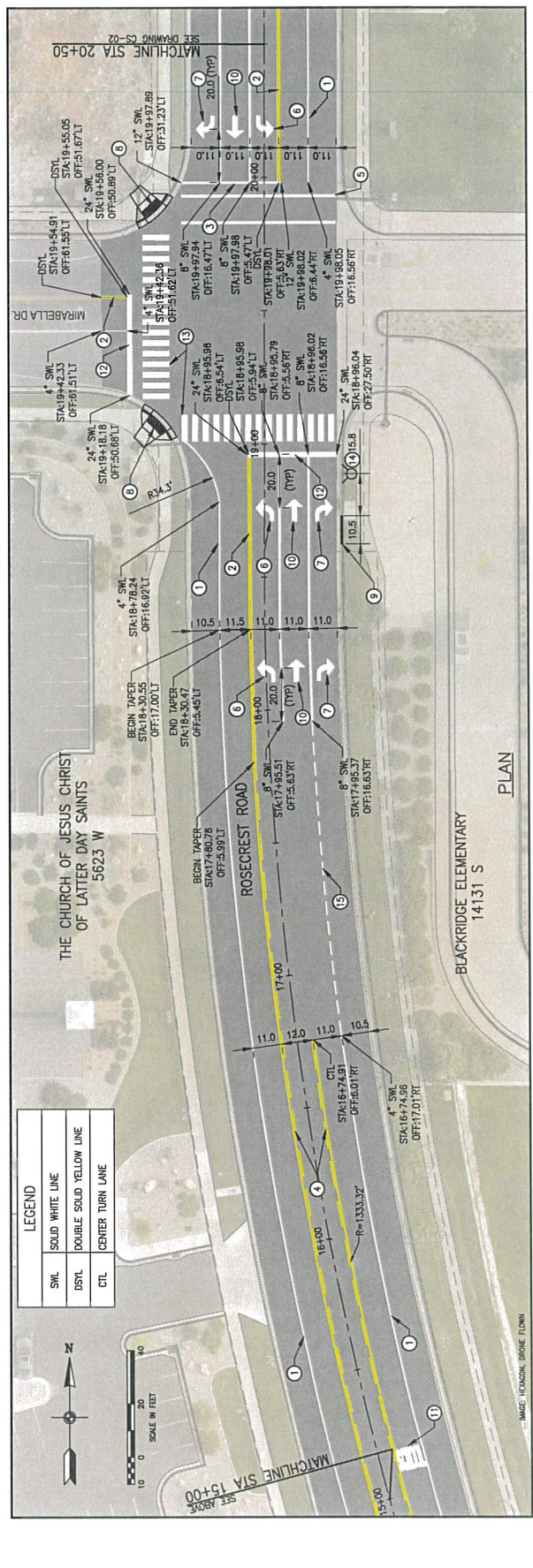
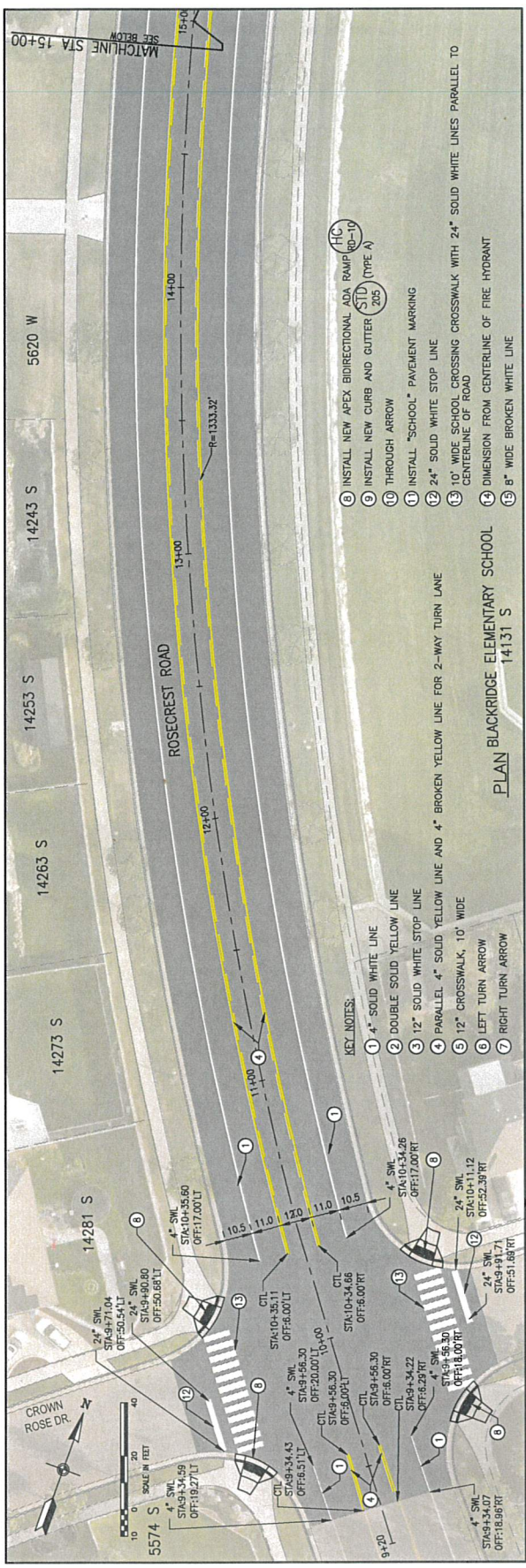


NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
DATE: 08/14/2025
BY: K. BAGLEY

DESIGN: B. ASHCROFT
CHECKED: K. BAGLEY
APPROVED: M. WASHBURN
DRAWN: M. WASHBURN
PROJECT NUMBER: 217-25-03

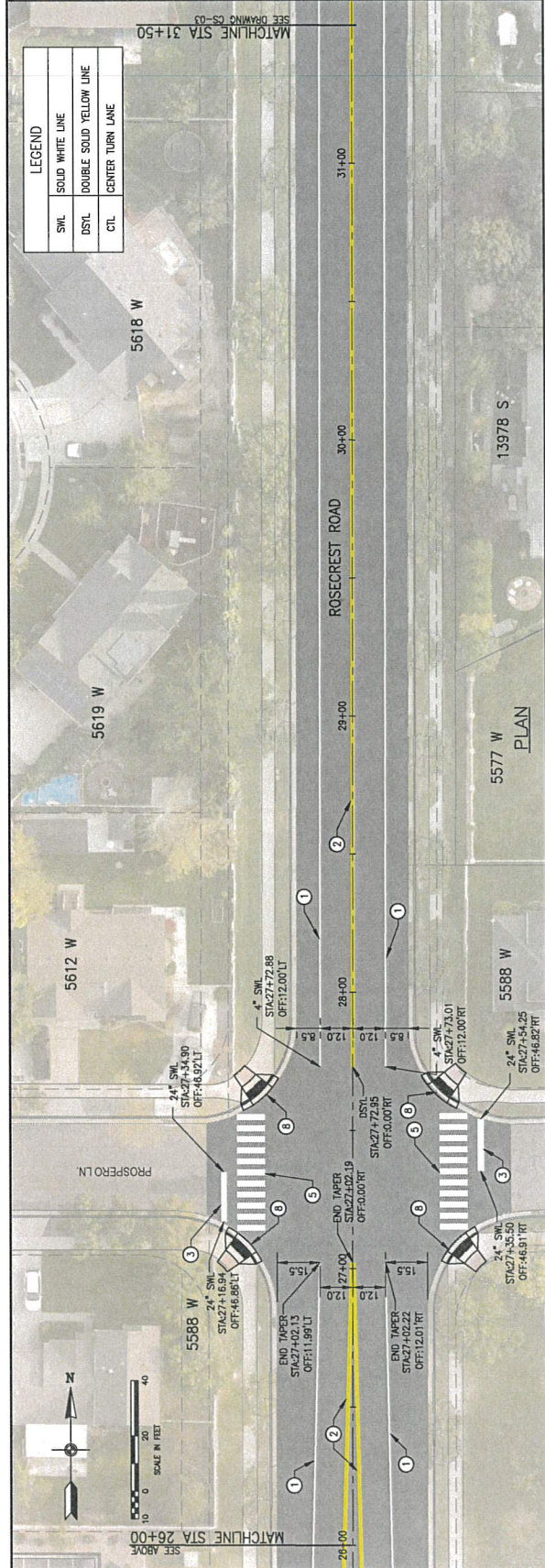
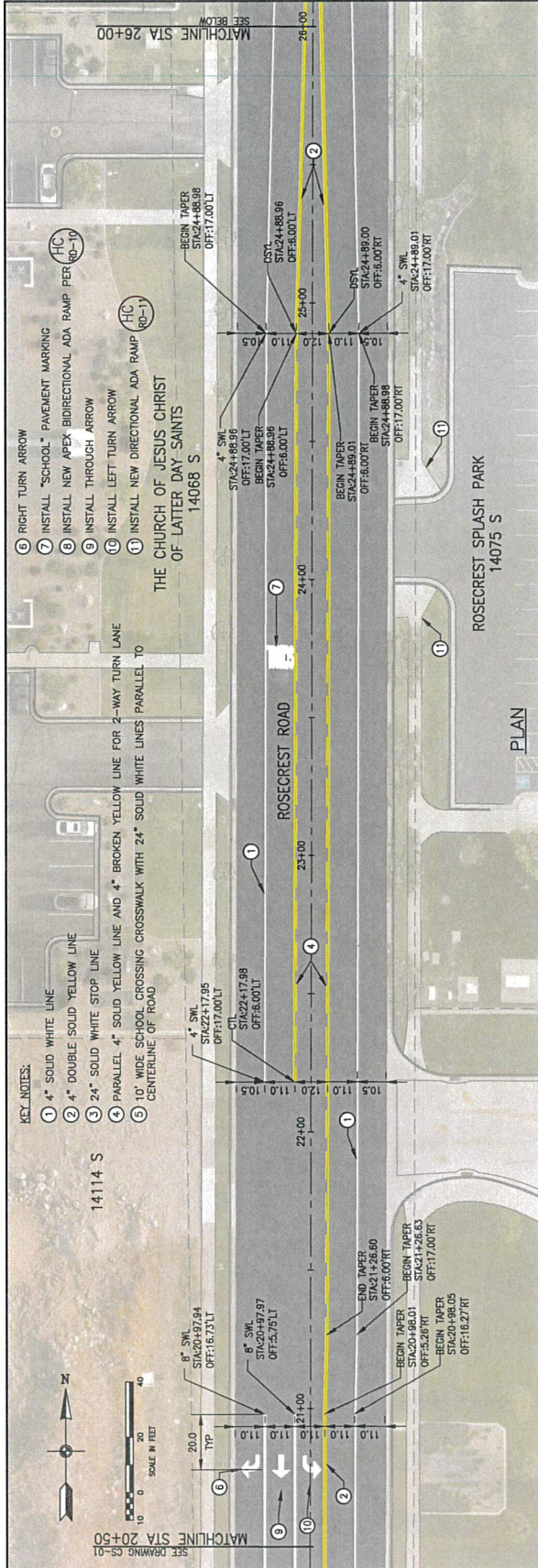
CIVIL
ROSECREST ROADWAY IMPROVEMENTS
CIVIL SITE AND STRIPING PLAN - 01
DRAWING NO: CS-01
SHEET 55 OF 125



LEGEND
SWL SOLID WHITE LINE
DSYL DOUBLE SOLID YELLOW LINE
CTL CENTER TURN LANE

SCALE IN FEET
0 10 20 30 40

MADE: HEADON, BRODIE ELWIN



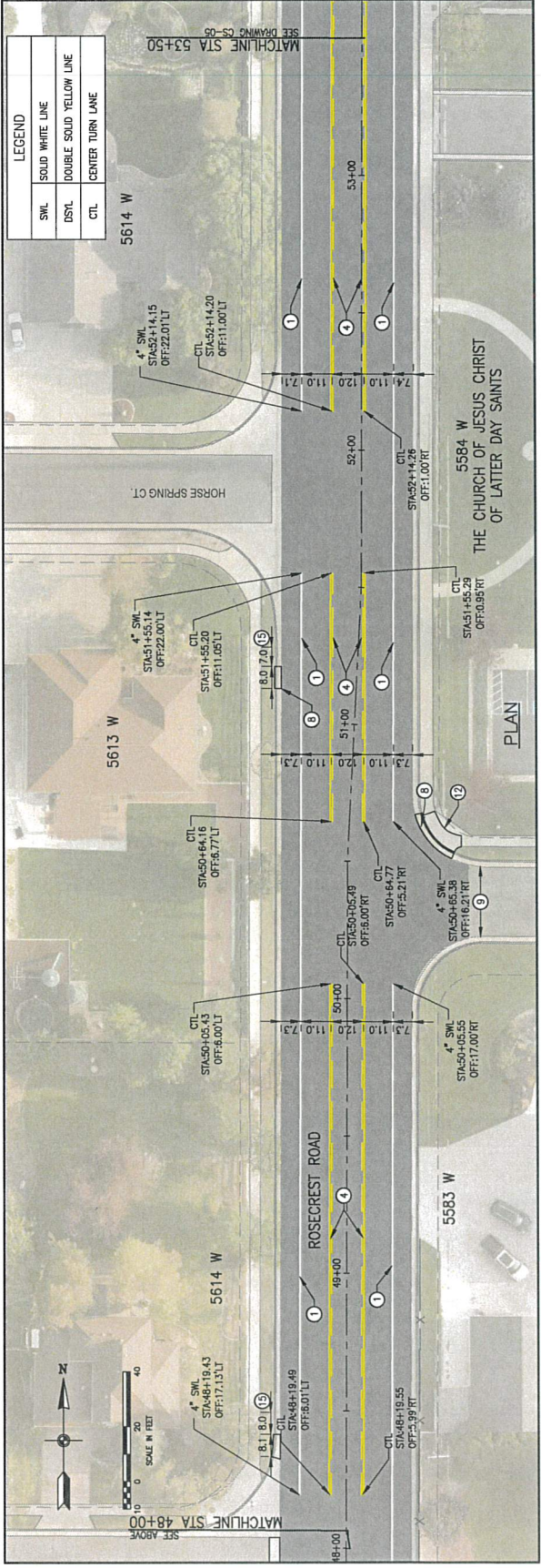
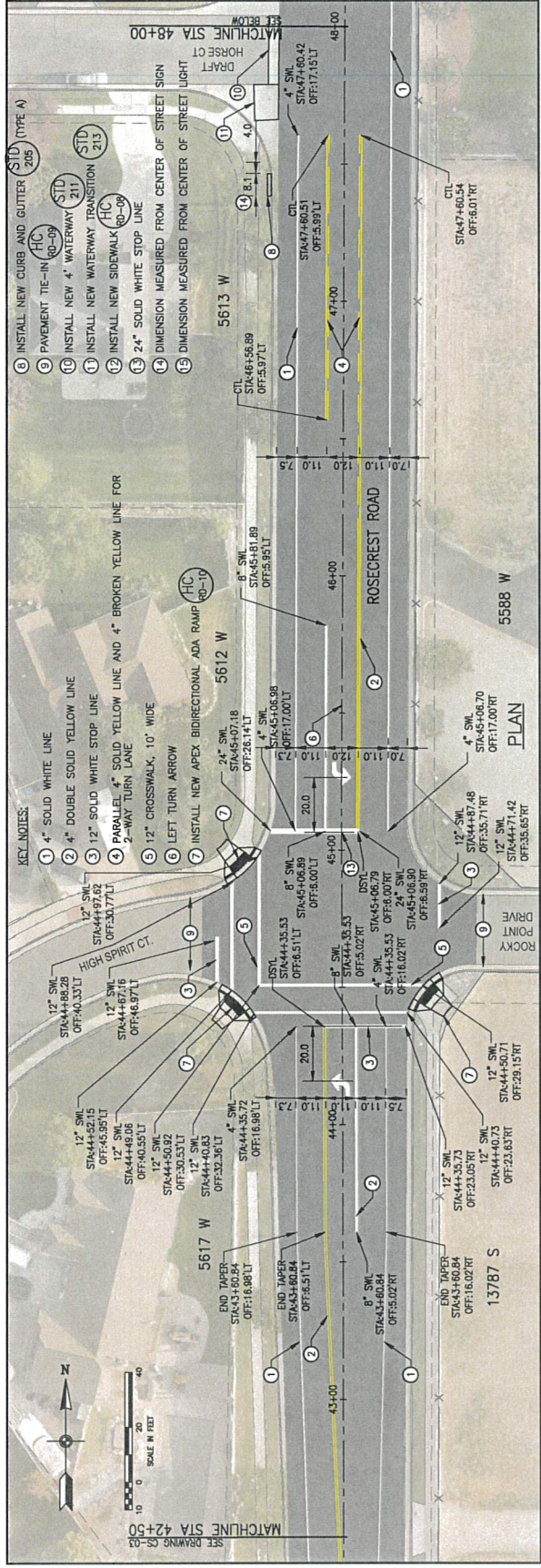


NO.	DATE	REV. BY	DESCRIPTION

ROSECREST ROADWAY IMPROVEMENTS
HERBMAN

DESIGN: B. ASHCROFT
CHECKED: K. BAGLEY
APPROVED: M. WASHBURN
DRAWN: M. WASHBURN
PROJECT NUMBER: 217-25-03

CIVIL SITE AND STRIPING PLAN - 04
DRAWING NO. CS-04
SHEET 59 OF 125



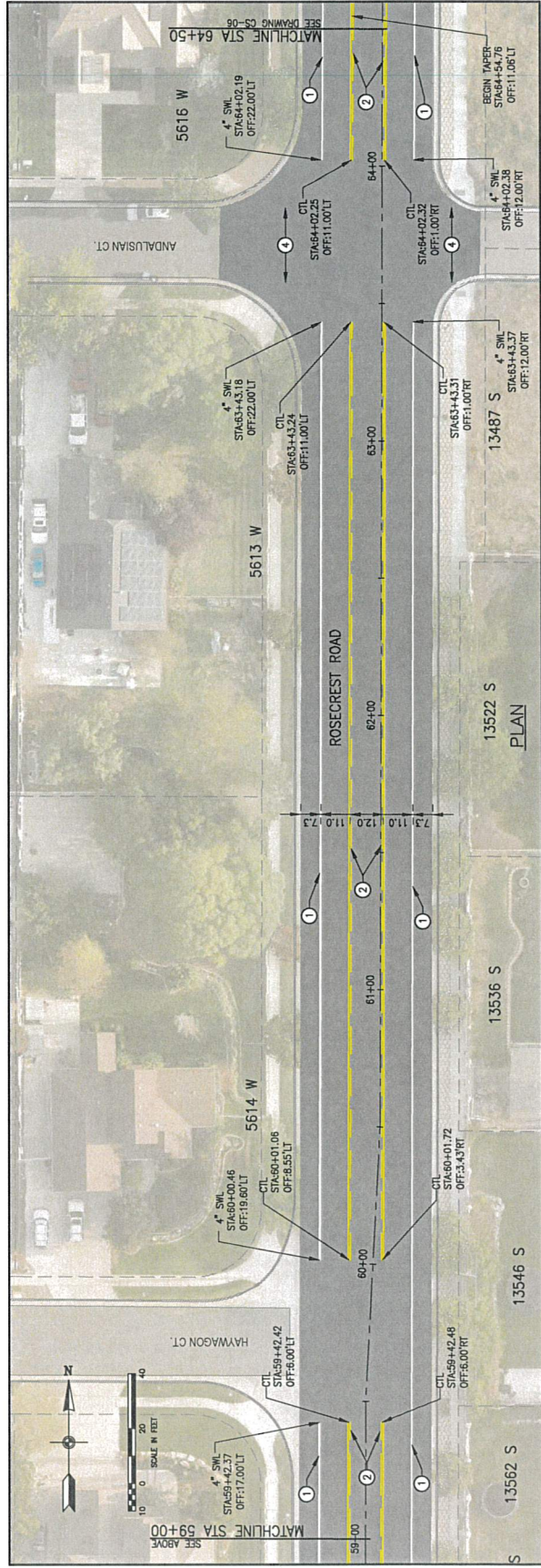
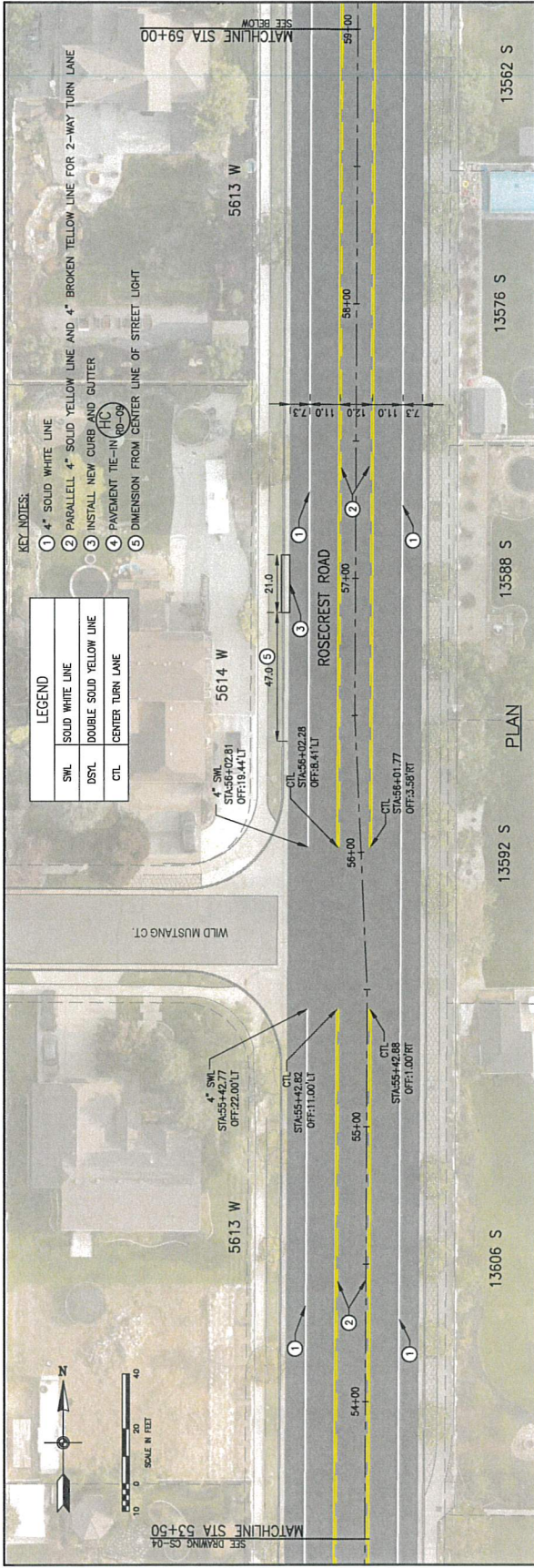
NO.	DATE	REV.	DESCRIPTION

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING

DESIGN: B. ASHCROFT
 CHECKED: K. BAGLEY
 APPROVED: B. ASHCROFT
 DESIGNER: M. WASHBURN
 PROJECT NUMBER: 217-25-03

CIVIL
CIVIL SITE AND STRIPING PLAN - 05
 DATE: NOVEMBER 2025

DRAWING NO: CS-05
 SHEET 59 OF 125



LEGEND

SWL	SOLID WHITE LINE
DSYL	DOUBLE SOLID YELLOW LINE
CTL	CENTER TURN LANE

- REV. NOTES:**
- 4" SOLID WHITE LINE
 - PARALLEL 4" SOLID YELLOW LINE AND 4" BROKEN YELLOW LINE FOR 2-WAY TURN LANE
 - INSTALL NEW CURB AND GUTTER
 - PAVEMENT TIE-IN (R-09)
 - DIMENSION FROM CENTER LINE OF STREET LIGHT

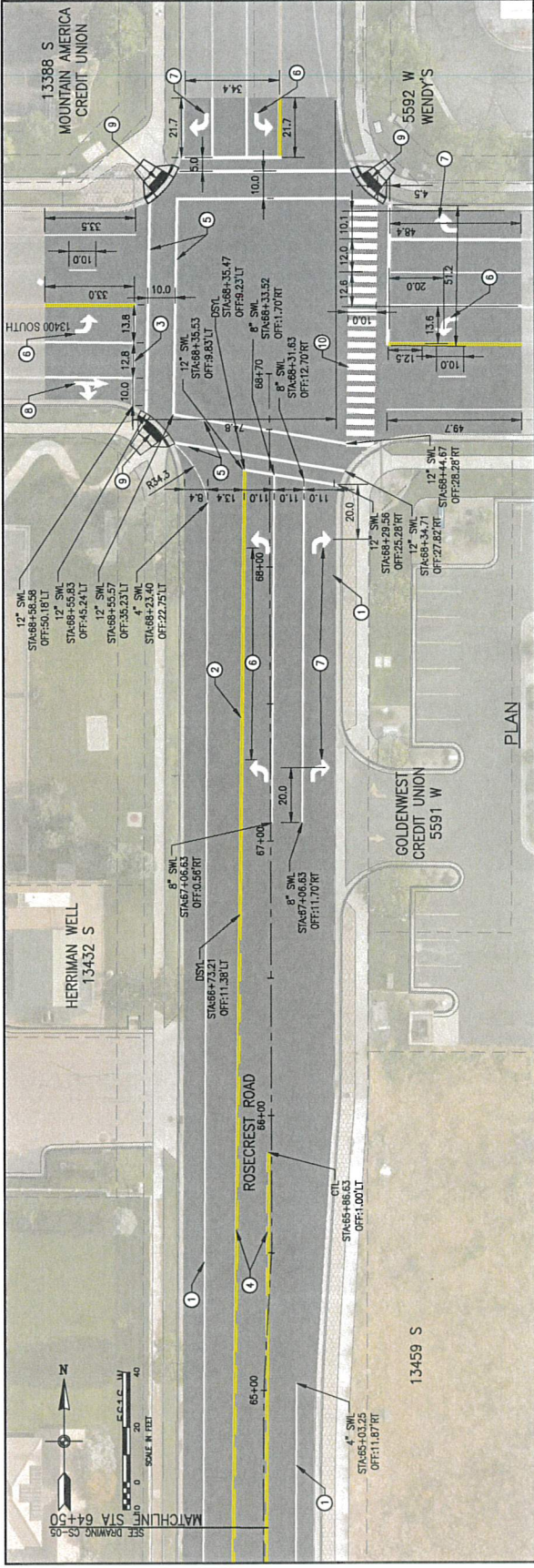
NO.	DATE	REV BY	DESCRIPTION

VERIFY SCALE
 ORIGINAL DRAWING NO. DATE
 BSA 18.06.14.00

DESIGN: B. ASHCROFT
 CHECKED: K. BAGLEY
 APPROVED: B. ASHCROFT
 DESIGNER: M. WASHBURN
 PROJECT: 217-25-03

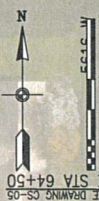
CIVIL
CIVIL SITE AND STRIPING PLAN - 06

DRAWING NO: CS-06
 SHEET 09 OF 126



- KEY NOTES:**
- ① 4" SOLID WHITE LINE
 - ② 4" DOUBLE SOLID YELLOW LINE
 - ③ 12" SOLID WHITE STOP LINE
 - ④ PARALLEL 4" SOLID YELLOW LINE AND 4" BROKEN YELLOW LINE FOR 2-WAY TURN LANE
 - ⑤ 12" CROSSWALK, 10' WIDE
 - ⑥ LEFT TURN ARROW
 - ⑦ RIGHT TURN ARROW
 - ⑧ RIGHT/THROUGH ARROW
 - ⑨ INSTALL NEW APEX BIDIRECTIONAL ADA RAMP (R-19)
 - ⑩ 10' WIDE SCHOOL CROSSING CROSSWALK WITH 24" SOLID WHITE LINES PARALLEL TO CENTERLINE OF ROAD

LEGEND	
SWL	SOLID WHITE LINE
DSTL	DOUBLE SOLID YELLOW LINE
CTL	CENTER TURN LANE



NO.	DATE	REV. BY	DESCRIPTION

DESIGN	HERRIMAN
DRAWN	J. BLACK
CHECKED	J. LUETTINGER
APPROVED	L. MINCK
VERIFY SCALE	

GENERAL CIVIL DETAILS
 PROJECT NUMBER: 010-24-03
 DATE: OCTOBER 2025
 GENERAL CIVIL
 DETAILS - 10

DRAWING NO.
 GC-10
 SHEET 30 OF 106

TEST HOLE REPAIR
N1S

NOTES:

- CONTRACTOR SHALL COMPLY WITH TEST HOLE REPAIR SPECIFICATIONS FOUND IN HERRIMAN CITY STANDARDS CHAPTER 9, SECTION 32.01.
- SEE TABLE 1 IN TEST HOLE REPAIR SPECIFICATIONS FOR BONDING AGENT REQUIREMENTS.
- TEST HOLE CORE DIAMETER SHALL BE A MINIMUM OF 6 INCHES AND A MAXIMUM OF 18 INCHES.

CONNECTION TO EXISTING ASPHALT EDGE
N1S

NOTES:

- THIS DETAIL SHALL APPLY TO CONNECTION TO ALL EXISTING ASPHALT EDGES, INCLUDING BUT NOT LIMITED TO UTILITY TRENCHES, PHASE LINES, CURB CUTS ETC.
- CUT LINE SHALL BE MADE WITH DIAMOND CUTTING 2 FT FROM THE EXISTING EDGE OF ASPHALT.
- ADDITIONAL PAVEMENT REMOVAL: REMOVE ADDITIONAL PAVEMENT TO A PAINTED, LINE STRIP, A CURB, AN EXISTING PAVEMENT PATCH, OR AN EDGE OF PAVEMENT. IF SUCH A FEATURE IS PRESENT, THE REMOVAL SHALL BE LIMITED TO THE WIDTH OF A TRAVEL LANE IMPACTED BY THE EXCAVATION, THE EXPOSED LANE WIDTH SHALL BE SAW-CUT, REMOVED, AND REPLACED.
- TACK COAT: FULL TACK COAT COVERAGE ON ALL VERTICAL SURFACES PER SECTION 32.12.14.
- ASPHALT PATCHES: USE ASPHALT 100A, SPECIFIED IN SECTION 32.12.05 AND SECTION 32.12.03.
 - INSTALL IN LIFTS NO GREATER THAN 3" AFTER COMPACTION.
 - COMPACT EACH LIFT IN CONFORMANCE WITH SECTION 32.12.03.
 - FINISH SURFACE TO A FINISH ELEVATION IN 10'. COAT PLACED SURFACES WITH A CANTONIC OR FINISH EMULSION AS APPROVED BY CITY ENGINEER.
 - USE 1/2" GRADATION PER SECTION 32.12.04.
- CRACK SEAL TRENCH JOINTS
- EQUIPMENT: ALL ASPHALT PAVEMENT SHALL BE INSTALLED WITH MECHANICAL PAVING EQUIPMENT UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

REVISED	DATE	DESCRIPTION

HERRIMAN CITY ENGINEERING DEPARTMENT ROADWAY RD-09 ASPHALT CONNECTION & REPAIR DETAILS

CONCRETE SIDEWALK
RD-08

NOTES:

SEE DRIVEWAY APPROACH PLANS FOR SIDEWALK THICKNESS AT DRIVEWAYS. FOLLOW APWA PLAN NO. 231.

STREET TYPE	THICKNESS (T)
RESIDENTIAL (WITH PARK STRIP)	6"
RESIDENTIAL (NO PARK STRIP)	6"
OTHER	6"

REPLACEMENTS MATCH EXISTING 6" MIN.

REVISED	DATE	DESCRIPTION

HERRIMAN CITY ENGINEERING DEPARTMENT ROADWAY RD-08 CONCRETE SIDEWALK



NO.	DATE	REV. BY	DESCRIPTION

VERIFICATION SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING

DESIGN: HERMANN
 CHECKED: J. LEITENBER
 APPROVED: L. MINICK
 DESIGNER: J. BLACK
 PROJECT NUMBER: 010-24-03

DATE: OCTOBER 2025
 GENERAL CIVIL DETAILS
 DETAILS - 11
 DRAWING NO: GC-11
 SHEET: 71 OF 158

DIRECTIONAL CURB RAMP DETAIL

ELEMENT	RUNNING SLOPE MAX (%)	CROSS SLOPE MAX (%)	MIN. WIDTH (FT)
(A)	8.33	2	4
(T)	2	2	4 x 4
(F)	25	---	2
(C)	5	2	4 x 4

NOTES:

- ALL WORK SHALL BE INSTALLED IN THE ROAD RIGHT-OF-WAY
- ALTERNATIVE DIRECTIONAL RAMP DESIGNS MAY BE APPROVED BY CITY ENGINEERING DEPARTMENT IF CONDITIONS OR SITE CONDITIONS REQUIRE IT

APEX BIDIRECTIONAL CURB RAMP DETAIL

ELEMENT	RUNNING SLOPE MAX (%)	CROSS SLOPE MAX (%)	MIN. WIDTH (FT)
(R)	8.33	2	4
(T)	2	2	4 x 4
(F)	25	---	2
(C)	5	2	4 x 4

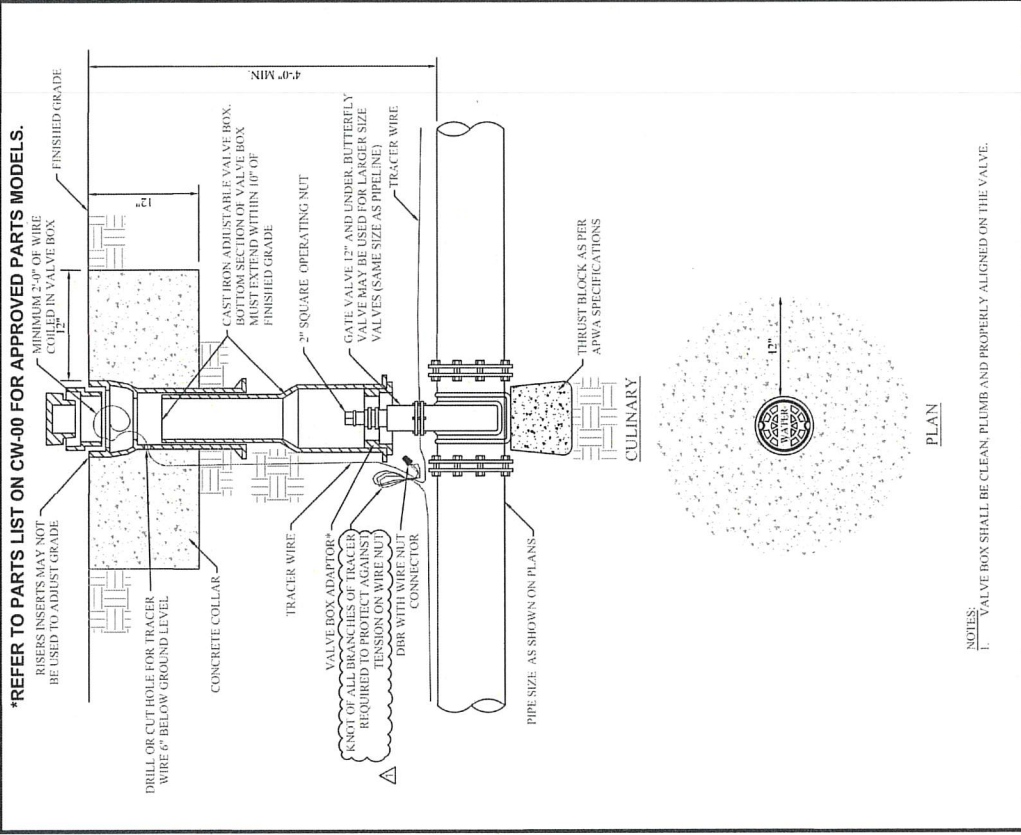
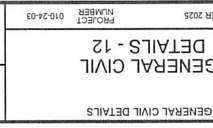
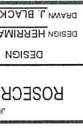
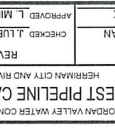
GENERAL NOTE: ALL WORK SHALL BE INSTALLED IN THE ROAD RIGHT-OF-WAY

HERRIMAN CITY
 ENGINEERING DEPARTMENT
 ROADWAY
 DIRECTIONAL ADA RAMP

RD-11

HERRIMAN CITY
 ENGINEERING DEPARTMENT
 ROADWAY
 APEX BIDIRECTIONAL ADA RAMP

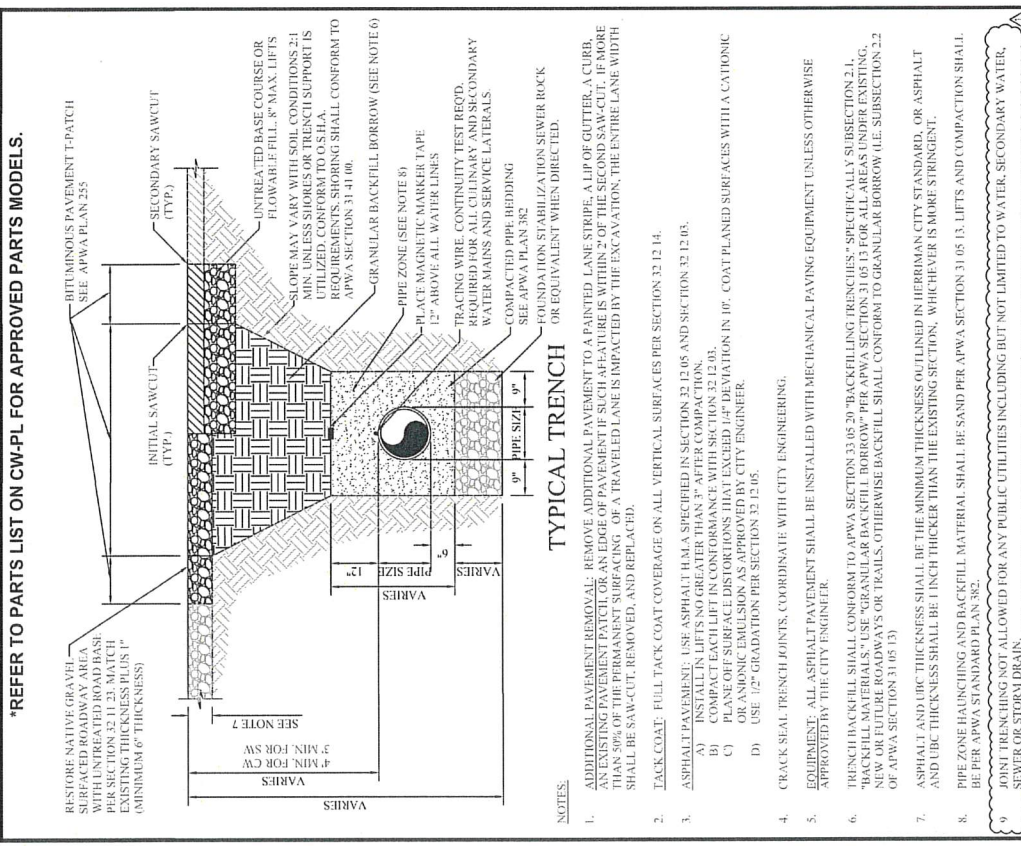
RD-10



NOTES:
 1. VALVE BOX SHALL BE CLEAN, PLUMB AND PROPERLY ALIGNED ON THE VALVE.

NO.	REVISION	DATE	BY

HERRIMAN CITY
 ENGINEERING DEPARTMENT
 CULINARY WATER
 WATER VALVE
 CW-08



NOTES:
 1. ADDITIONAL PAVEMENT REMOVAL, REMOVE ADDITIONAL PAVEMENT TO A PAINTED LANE STRIPE, A LIP OF GUTTER, A CURB, AN EXISTING PAVEMENT PATCH, OR AN EDGE OF PAVEMENT IF SUCH AFFEATURE IS WITHIN 2' OF THE SECOND SAW-CUT. IF MORE THAN 50% OF THE PERMANENT SURFACING OF A TRAVELED LANE IS IMPACTED BY THE EXCAVATION, THE ENTIRE LANE WIDTH SHALL BE SAW-CUT, REMOVED, AND REPLACED.
 2. TACK COAT: FULL TACK COAT COVERAGE ON ALL VERTICAL SURFACES PER SECTION 32.12.14.
 3. ASPHALT PAVEMENT: USE ASPHALT AS SPECIFIED IN SECTION 12.13.06 AND SECTION 32.12.05.
 A) INSTALL 13 LIFTS NO GREATER THAN 3" AFTER COMPACTION.
 B) COMPACT EACH LIFT IN CONFORMANCE WITH SECTION 32.12.03.
 C) PLANE OFF SURFACE DISTORTIONS THAT EXCEED 1/4" DEVIATION IN 10'. COAT PLANED SURFACES WITH A CATIONIC OR ANIONIC EMULSION AS APPROVED BY CITY ENGINEER.
 D) USE 1/2" GRADATION PER SECTION 32.12.05.
 4. CRACK SEAL: TRENCH JOINTS, COORDINATE WITH CITY ENGINEERING.
 5. EQUIPMENT: ALL ASPHALT PAVEMENT SHALL BE INSTALLED WITH MECHANICAL PAVING EQUIPMENT UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
 6. TRENCH BACKFILL SHALL CONFORM TO APWA SECTION 33.05.20 "BACKFILLING TRENCHES", SPECIFICALLY SUBSECTION 2.1. "BACKFILL MATERIALS". USE "GRANULAR BACKFILL BORROW" PER APWA SECTION 31.05.13 FOR ALL AREAS UNDER EXISTING, NEW OR FUTURE ROADWAYS OR TRENCHES, OTHERWISE BACKFILL SHALL CONFORM TO GRANULAR BORROW (I.E. SUBSECTION 2.2 OF APWA SECTION 31.05.13).
 7. ASPHALT AND UBC THICKNESS SHALL BE THE MINIMUM THICKNESS OUTLINED IN HERRIMAN CITY STANDARD, OR ASPHALT AND UBC THICKNESS SHALL BE 1 INCH THICKER THAN THE EXISTING SECTION, WHICHEVER IS MORE STRINGENT.
 8. PIPE ZONE HAUNCHING AND BACKFILL MATERIAL SHALL BE SAND PER APWA SECTION 31.05.13, LIFTS AND COMPACTION SHALL BE PER APWA STANDARD PLAN 382.
 9. JOINT TRENCHING NOT ALLOWED FOR ANY PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SECONDARY WATER, SEWER OR STORM DRAIN.

NO.	REVISION	DATE	BY

HERRIMAN CITY
 ENGINEERING DEPARTMENT
 CULINARY WATER
 CULINARY AND SECONDARY WATER TRENCH
 CW-02

NOTES:
1. VALVE SCHEDULE IS PROVIDED FOR VALVES 3" AND LARGER, ISOLATION VALVES FOR AIR VALVE ASSEMBLIES ARE ONLY SHOWN IN AIR VALVE SCHEDULE.
2. AIR VALVES SHALL BE RATED TO ACCOMMODATE THE SPECIFIED WORKING AND TEST PRESSURES SHOWN AT EACH LOCATION.
3. CARV = COMBINATION AIR/RELEASE AND AIR/VAC VALVE.
4. DEX = DOUBLE ECCENTRIC

VALVE NO.	STATION/LOCATION	DRAWING NO.	ELEVATION	WORKING PRESSURE (PSI)	TEST PRESSURE (PSI)	AIR VALVE SIZE (INCH)	AIR VALVE TYPE	VOLTAGE	PHASE	ACTUATOR TYPE	NOTES
RIV-AV-01	INTERCONNECT VAULT - NORTH SIDE	M-04	4888.75	127	165	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 4590 SCFM @ 3.5 PSI
RIV-AV-02	INTERCONNECT VAULT - SOUTH SIDE	M-04	4888.75	127	165	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 4590 SCFM @ 3.5 PSI
RIV-AV-03	INTERCONNECT VAULT - EXISTING ROSECREST PIPE	M-04	4888.75	127	165	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 4590 SCFM @ 3.5 PSI
RIV-AV-04	INTERCONNECT VAULT - 5600 WEST PIPE	M-04	4888.5	127	165	4	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 2040 SCFM @ 3.5 PSI
RP-AV-01	ROCKY POINT DRIVE VAULT - NORTH SIDE	M-07	4945.25	97	141	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 1660 SCFM @ 2 PSI
RP-AV-02	ROCKY POINT DRIVE VAULT - SOUTH SIDE	M-07	4945.25	97	141	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 4590 SCFM @ 3.5 PSI
RC-AV-01	EMMELINE DRIVE CARV STRUCTURE	PP-02	5052.25	44	94	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 4780 SCFM @ 4 PSI
RIV-AV-01	RESERVOIR VAULT - 24" ROSECREST PIPELINE, NORTH SIDE OF VAULT	M-08	5118.5	14	65	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 4780 SCFM @ 4 PSI
RIV-AV-02	RESERVOIR VAULT - 24" X 24" TEE	M-08	5118.5	14	65	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 484 SCFM @ 3 PSI
RIV-AV-03	RESERVOIR VAULT - 20" ROSECREST PIPELINE, NORTH SIDE OF VAULT	M-08	5118.5	14	65	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 484 SCFM @ 3 PSI
RIV-AV-04	RESERVOIR VAULT - 20" X 24" TEE	M-08	5118.5	14	65	6	CARV	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	FLOW REQ'D 484 SCFM @ 3 PSI
SHIP-AV-01	SAMPLING MANHOLE AT RESERVOIR SITE	C-01	5121.7	14	65	2	CARV	N/A	N/A	2" - BALL VALVE	FLOW REQ'D 484 SCFM @ 3 PSI
JV-AV-01	5600 WEST PIPELINE - STA. 514+42	C-11	4892.0	127	165	2	CARV	N/A	N/A	2" - BALL VALVE	SIZED TO MATCH EXISTING
JV-AV-02	ROSECREST PIPELINE - STA. 126+35	PP-04	4978.0	79	128	2	CARV	N/A	N/A	2" - BALL VALVE	FLOW REQ'D 366 SCFM @ 1.5 PSI

VALVE SCHEDULE											
VALVE NO.	LOCATION	DRAWING NO.	TYPE	SIZE (INCH)	WORKING PRESSURE (PSI)	TEST PRESSURE (PSI)	OPERATOR	VOLTAGE	PHASE	ACTUATOR TYPE	NOTES
HP-BV-01	HERRIMAN PUMP STATION - SUPPLY LINE ISOLATION VALVE	C-05	DEX BVF	16	29	80	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-01	INTERCONNECT VAULT - NORTH SIDE ISOLATION VALVE	M-04	DEX BVF	30	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-02	INTERCONNECT VAULT - SOUTH SIDE ISOLATION VALVE	M-04	DEX BVF	30	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-03	INTERCONNECT VAULT - 5600 WEST PIPELINE	M-04	DEX BVF	24	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-04	INTERCONNECT VAULT - HERRIMAN METERING (SOUTH)	M-04	DEX BVF	12	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-05	INTERCONNECT VAULT - EXISTING ROSECREST PIPELINE	M-04	DEX BVF	16	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-06	INTERCONNECT VAULT - RIVERTON METERING (SOUTH)	M-04	DEX BVF	16	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-07	INTERCONNECT VAULT - HERRIMAN METERING (NORTH)	M-04	DEX BVF	12	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-08	INTERCONNECT VAULT - NORTH SIDE RIVERTON METERING	M-04	GATE VALVE	8	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-09	INTERCONNECT VAULT - EXISTING ROSECREST DRAIN	M-05	GATE VALVE	4	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-10	INTERCONNECT VAULT - 30" ROSECREST DRAIN	M-05	GATE VALVE	4	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-11	INTERCONNECT VAULT - DRAIN MAINLINE	M-04	GATE VALVE	4	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-12	INTERCONNECT VAULT - DRAIN MAINLINE	M-04	PLUG VALVE	4	127	165	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RIV-BV-13	INTERCONNECT VAULT - RIVERTON METERING	M-04	PRESSURE REDUCING VALVE	8	127	165	PILOT	N/A	N/A	8" CLA-VAL 90-DIYALUBIC WITH STAINLESS STEEL TUBING AND PILOT SYSTEM - PER RIVERTON CITY STANDARDS AND SPECIFICATIONS	HANDWHEEL
RIV-BV-14	INTERCONNECT VAULT - HERRIMAN METERING	M-04	PRESSURE REDUCING VALVE	12	127	165	PILOT CONTROLLED/HYDRAULICALLY OPERATED	N/A	N/A	CLA-VAL MODEL 90S-01ABC WITH XT01 - PER HERRIMAN CITY STANDARDS AND SPECIFICATIONS	HANDWHEEL
RP-BV-01	ROCKY POINT DRIVE VAULT - ROSECREST MAINLINE VALVE	M-07	DEX BVF	24	97	141	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RP-BV-02	ROCKY POINT DRIVE VAULT - STUB TO FUTURE ROCKY POINT DR LINE	M-07	DEX BVF	12	97	141	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RP-BV-03	ROCKY POINT DRIVE VAULT - FOOTHILL SERVICE AREA VALVE	C-07	GATE VALVE	10	97	141	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL WITH LOCK
RP-BV-04	ROCKY POINT DRIVE - FOOTHILL SERVICE VALVE AT HERRIMAN LINE	C-07	GATE VALVE	10	97	141	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL WITH LOCK
RP-BV-05	ROCKY POINT DRIVE - FOOTHILL SERVICE VALVE AT JWICD LINE	C-07	GATE VALVE	10	97	141	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL WITH LOCK
RP-BV-06	13860 SOUTH - FOOTHILL SERVICE AREA VALVE IN MANHOLE	C-07	GATE VALVE	8	105	147	MANUAL	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL WITH LOCK
RP-BV-07	13860 SOUTH - FOOTHILL SERVICE AREA VALVE AT HERRIMAN LINE	C-07	GATE VALVE	8	105	147	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL WITH LOCK
RP-BV-08	13860 SOUTH - FOOTHILL SERVICE AREA VALVE AT JWICD LINE	C-07	GATE VALVE	8	105	147	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL WITH LOCK
RP-BV-09	RESERVOIR VAULT - 24" ROSECREST PIPELINE	M-08	DEX BVF	24	14	65	ELECTRIC	120	SINGLE PHASE	OPEN/CLOSE	HANDWHEEL
RP-BV-10	RESERVOIR VAULT - ROSECREST PIPELINE	M-08	DEX BVF	24	14	65	MANUAL	N/A	N/A	OPEN/CLOSE	HANDWHEEL
RP-BV-11	RESERVOIR VAULT - ROSECREST PIPELINE (REPLACEMENT)	M-08	DEX BVF	20	14	65	ELECTRIC	120	SINGLE PHASE	OPEN/CLOSE	HANDWHEEL - FUTURE, INSTALL BLIND FLANGE
RP-BV-12	RESERVOIR VAULT - ROSECREST PIPELINE (FUTURE)	M-08	DEX BVF	24	14	65	MANUAL	N/A	N/A	OPEN/CLOSE	HANDWHEEL - FUTURE, INSTALL SPOOL
RP-BV-13	RESERVOIR VAULT - ROSECREST PIPELINE (FUTURE)	M-08	DEX BVF	24	14	65	MANUAL	N/A	N/A	OPEN/CLOSE	HANDWHEEL - FUTURE, INSTALL BLIND FLANGE
RC-BV-01	EMMELINE PARK DRAIN ISOLATION	C-06	GATE VALVE	4	46	96	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RC-BV-02	EMMELINE PARK DRAIN THROTTLING	C-06	PLUG VALVE	4	46	96	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RC-BV-03	ROSECREST PARK DRAIN THROTTLING	C-06	PLUG VALVE	4	105	150	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RC-BV-04	ROSECREST PARK DRAIN ISOLATION - EXISTING ROSECREST	C-06	GATE VALVE	4	105	150	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RC-BV-05	ROSECREST PARK DRAIN ISOLATION - NEW ROSECREST	C-06	GATE VALVE	4	105	150	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
RC-BV-06	ROSECREST PARK DRAIN ISOLATION MAINLINE	C-06	GATE VALVE	4	105	150	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
HC-BV-01	HERRIMAN CITY HYDRANT LATERAL	PP-04	GATE VALVE	6	105	150	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
HC-BV-02	HERRIMAN CITY HYDRANT LATERAL	PP-05	GATE VALVE	6	105	150	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
HC-BV-03	HERRIMAN CITY HYDRANT LATERAL	PP-05	GATE VALVE	6	105	150	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
HC-BV-04	HERRIMAN CITY HYDRANT LATERAL	PP-06	GATE VALVE	6	105	150	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL
HC-BV-05	HERRIMAN CITY HYDRANT LATERAL	PP-09	GATE VALVE	6	105	150	MANUAL - BURIED	N/A	N/A	HAND - BRING OPERATING NUT TO SURFACE WITH EXTENSION STEM	HANDWHEEL

ROSECREST PIPELINE CAPACITY UPGRADES
HERRIMAN CITY AND RIVERTON CITY UT
DESIGN REVIEW
DESIGN L. MINCK
CHECKED T. J. LINDEN
APPROVED L. MINCK
DRAWN J. BLACK
PROJECT NUMBER 010-24-03
DATE OCTOBER 2025



NO.	DATE	REV.	DESCRIPTION

ROSECREST PIPELINE CAPACITY UPGRADES
HERBMAN CITY AND RIVERTON CITY, UT
VERIFY SCALE
BAR & CHECK FOR ORIGINAL DRAWING

DESIGN: L. MINCK
CHECKED: J. LUETTINGER
APPROVED: T. MINCK

MECHANICAL
EQUIPMENT AND VALVE
SCHEDULE - 2
PROJECT NUMBER: 010-24-03
DATE: OCTOBER 2023

DRAWING NO: M-03B
SHEET: 85 OF 126

FLOWMETER SCHEDULE

METER NO.	LOCATION	DRAWING NO.	WORKING PRESSURE (PSI)	TEST PRESSURE (PSI)	TYPE	SIZE (INCH)	REMARKS
RV-FM-01	INTERCONNECT VAULT - RIVERTON METERING	M-04	127	165	ELECTROMAGNETIC FLOW METER	8	ENDRESS+HAUSER - PROMAG W 400 OR ROSEMOUNT 8750W
RV-FM-02	INTERCONNECT VAULT - HERRIMAN METERING	M-04	127	165	ELECTROMAGNETIC FLOW METER	12	ENDRESS+HAUSER - PROMAG W 400 OR ROSEMOUNT 8750W
RRV-FM-01	ROSECREST RESERVOIR VAULT - 24" ROSECREST PIPELINE	M-08	14	65	ELECTROMAGNETIC FLOW METER	24	ENDRESS+HAUSER - PROMAG W 400 OR ROSEMOUNT 8750W
RRV-FM-02	ROSECREST RESERVOIR VAULT - ROSECREST PIPELINE (REPLACEMENT)	M-08	14	65	ELECTROMAGNETIC FLOW METER	20	ENDRESS+HAUSER - PROMAG W 400 OR ROSEMOUNT 8750W

EXHAUST FAN SCHEDULE

FAN NO.	LOCATION	DRAWING NO.	AIRFLOW (ACFM) AT 5,000 FT	ESP INCHES WC	DRIVE	MOTOR		MODEL (OR ENGINEER APPROVED EQUAL)	SIZE (INCHES)
						HP	VOLTS		
RIV-EF-01	ROSECREST INTERCONNECT VAULT	M-04	504	0.5	DIRECT	1/6	120	COOK FAN MODEL NO. 10CV17D	10
RRV-EF-01	ROSECREST RESERVOIR VAULT	M-08	459	0.5	DIRECT	1/6	120	COOK FAN MODEL NO. 10CV17D	10

PUMP SCHEDULE

PUMP NO.	LOCATION	DRAWING NO.	SERVICE	TYPE	DISCHARGE SIZE (INCH)	MAX FLOW (GPM)	MAX HEAD (FT)	VOLTAGE	PHASE	HP (MIN)	REMARKS
RIV-P-01	ROSECREST INTERCONNECT VAULT	M-04	DRAIN	SUMP	2	60	25	120	1	0.5	TSURUMI PUMP MODEL NO. HSZ7 4S-82 OR ENGINEER APPROVED EQUAL
RRV-P-01	ROSECREST RESERVOIR VAULT	M-08	DRAIN	SUMP	2	60	25	120	1	0.5	TSURUMI PUMP MODEL NO. HSZ7 4S-82 OR ENGINEER APPROVED EQUAL
RRV-P-02	ROSECREST RESERVOIR VAULT - RESERVOIR WASHDOWN PUMP	M-08	POTABLE	RECIRCULATION	2.5	212.25	75.9	120	1	7.5	GOULDS WATER TECHNOLOGY MODEL NO. 4BF1K4J3 OR ENGINEER APPROVED EQUAL

FLORIDA VALLEY WATER CONSERVANCY DISTRICT PROJECT NUMBER: 010-24-03 DATE: OCTOBER 2023

EXHIBIT 2

Exhibit 2

Cost-sharing agreement with Herriman City for the Rosecrest Roadway
Project and 13400 South 5600 West Meter Vault

Roadway Project Costs

Mobilization/Demobilization	\$ 170,000.00
Traffic Control	\$ 32,500.00
Public Information and Engagement	\$ 20,000.00
Curb and Gutter Replacement	\$ 18,050.00
Driveway Approach Replace	\$ 6,500.00
Permit Allowance	\$ 5,000.00
Asphalt Replacement	\$ 414,000.00
2" Mill and Overlay	\$ 34,000.00
3" Mill and Overlay and full depth	\$ 234,600.00
3" Mill and Overlay	\$ 430,000.00
Excavation and Grading	\$ 70,000.00
Excavation and Backfill Soft Spots	\$ 20,700.00
Concrete Waterway Replacement	\$ 4,375.00
ADA Ramp Replacement	\$ 109,200.00
Collars for Manholes and Valves	\$ 114,000.00
Monument Relocation	\$ 30,000.00
Total	\$ 1,712,925.00

Meter Vault Costs

Engineering Costs

	Design Hours	2025 Billing Rate	CMS Hours	2026 rate	Sum
Project Manager	2	\$ 179.00	1	\$ 187.95	\$ 545.95
Project Engineer	12	\$ 149.00	4	\$ 156.45	\$ 2,413.80
Electrical Engineer	4	\$ 154.00	2	\$ 161.70	\$ 939.40
CAD Technician	15	\$ 116.00	0	\$ 121.80	\$ 1,740.00
Construction Manager	0	\$ 196.00	4	\$ 205.80	\$ 823.20
Admin Fee					\$ 646.24
			Total		\$ 7,108.59

Construction

Meter Vault Work	\$ 85,000
Total:	\$ 85,000

Total Cost:	\$ 92,108.59
JVWCD to pay 1/2	\$ 46,054.29
Herriman City to pay 1/2	\$ 46,054.29

Total Herriman Costs	
Roadway Project	\$ 1,712,925.00
Meter Vault	\$ 46,054.29
Total	\$ 1,758,979.29

HERRIMAN, UTAH
RESOLUTION NO. R -2026

A RESOLUTION APPROVING A COST SHARE AGREEMENT BETWEEN JORDAN VALLEY WATER CONSERVANCY DISTRICT AND HERRIMAN

WHEREAS, the Herriman City Council (“*Council*”) met in regular session on February 25, 2026, to consider, among other things, approving the Cost Share Agreement with the Jordan Valley Water Conservancy District; and

WHEREAS, the Utah Interlocal Cooperative Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) provides that any two or more government entities are authorized to enter into agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the Herriman City (“*Herriman*”) and the Jordan Valley Water Conservancy District (“*District*”) are government entities as contemplated by the Act; and

WHEREAS, Herriman and the District are authorized to enter into agreements with each other for cooperative action; and

WHEREAS, the Council finds that it is in the best interests of the inhabitants of Herriman to enter into an Interlocal Cooperative Agreement with the District (“*Agreement*”); and

WHEREAS, the Agreement has been prepared for approval, which sets forth the purpose thereof, the extent of participation of the parties, and the rights and duties and responsibilities of the parties. A copy of the Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and the City Manager and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. R -2026, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 25th day of February 2026.

HERRIMAN

Lorin Palmer, Mayor

Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: February 12, 2026

TO: The Honorable Mayor and Members of the City Council

FROM: Michael Maloy, City Planner

SUBJECT: Review and consider a recommendation to amend Title 10 Land Development Code to permit detached Accessory Dwelling Units on properties that contain a single-family home, subject to compliance with specific additional zoning regulations, applicable building codes, and adopted engineering standards (City File No. Z2026-002).

RECOMMENDATION:

Motion to recommend approval of the proposed Land Development Code amendment to permit detached accessory dwelling units in Herriman City, with the following modifications:

1. Combine detached and internal accessory dwelling unit regulations into one chapter of the Land Development Code to improve administration and implementation of the ordinance (Staff).
2. Require a minimum lot area of 7,000 square feet for a detached ADU (Commission).
3. The maximum height of a detached ADU is 25 feet (Commission).
4. Minimum setbacks for a detached ADU shall match setbacks for an accessory structure (Commission).
5. Recommend that the City Council consider a policy that regulates “road cut permits” for ADUs to negate undesirable impacts on City infrastructure (Commission).
6. Only one detached and one internal accessory dwelling unit may be permitted on a lot with a single-family dwelling if all other applicable regulations are complied with (Commission).
7. Streamline the permitting process to allow a developer or general contractor to obtain a building permit for a single-family dwelling with an ADU, subject to recording a Property Notice requiring owner-occupancy and business license registration for all operable ADUs (Staff)

ISSUE BEFORE COUNCIL:

Should the City permit detached accessory dwelling units (DADUs) citywide, which would implement an approved element in the Herriman City Moderate Income Housing Plan (see

Attachment A)? Should the ordinance allow for both an IADU and DADU on the same lot (item 6 above), if the lot can satisfy the other requirements of the code?

ALIGNMENT WITH STRATEGIC PLAN:

8. **QL 2 – Balanced land use.** The City Council will define its concept of balanced land use with consideration of private and public interests in land development. Land uses should protect public health, foster a positive community atmosphere, and promote social mobility. Compare with existing regional land use inventory to identify imbalances or opportunities in land use needs.
9. **QL 2.1 – General Plan.** The adopted General Plan (*which includes the adopted Moderate Income Housing Plan*) should be used to reflect the goals of balanced land use.

BACKGROUND & SUMMARY:

Herriman City’s General Plan and Utah Code require strategies to promote moderate-income housing. Detached accessory dwelling units provide affordable housing options, support aging in place, and optimize land use without altering neighborhood character. The American Association of Retired Persons (AARP), which has been a leader in ADU research and policy discussions for more than 20 years, recommends streamlined permitting, owner-occupancy requirements, and design compatibility. Research on best practices from Western U.S. cities, such as Boise, Denver, and Portland, shows that accessory dwelling units (ADUs) increase housing diversity and affordability.

Although the City currently permits internal or attached AUs, residents are increasingly submitting inquiries or requesting permission to construct DADUs. Along with our citizen requests, Herriman City Administration anticipates that the 2026 Utah State Legislature may adopt a regulation requiring municipalities to allow DADUs in the near future. Given these conditions, the City Council directed staff to draft a proposed regulation for consideration, which has been attached to this report for review (see Attachment D).

DISCUSSION:

While both internal and detached ADUs are becoming more permissible and common in Utah municipalities, the development and use of ADUs remain a concern for cities, which is understandable. As such, *the attached proposal should be viewed as a malleable draft that will benefit from Council review, discussion, and additional modifications by the City Council before a final decision is made.*

The attached draft ordinance would permit detached ADUs in all zones that allow single-family dwellings and have a minimum lot area of 7,000 square feet. Additional provisions and recommendations from the Planning Commission include:

1. Maximum size limitation of 1,000 square feet.
2. Height limit of 25 feet.
3. Setbacks of 10 feet for the rear and 8 feet for the side are larger than required for typical accessory structures due to privacy concerns; however, staff recommends that the proposed

setbacks could be reduced and standardized with additional design regulations, *such as limiting the design and placement of windows when directly adjacent to private yards.*

4. Design standards matching the principal dwelling
5. One additional off-street parking space (where permissible in State Code)
6. Owner occupancy requirement (which is a typical municipal regulation)
7. Standards for the potential conversion of existing accessory structures
8. Short-term rental prohibition of ADUs, and
9. Streamlined administrative approval (pending further coordination with Building and Engineering departments)

As stated previously, benefits include affordability, aging in place, and efficient land use, while community impacts are generally minimal when proper design and parking standards are in place.

During the January 21, 2026, public hearing, two residents addressed the Commission:

- First resident opposed the proposal and expressed concern about potential undesirable impacts on existing properties and neighborhoods, including the proposed minimum lot area, diminished privacy, reduced emergency services access, potential abuse of ADUs as short-term rentals, increased property occupancy, and on-street parking.
- The second resident supported the proposal and expressed approval, stating that it was “long overdue.” The resident recommended that the proposed maximum building height be increased to 25 feet, or to the height of the primary dwelling.

Following the hearing, the Planning Commission voted 6-0 to continue the proposal and requested staff to research several specific issues and modify the draft as appropriate. The Planning Commission reconsidered the proposal at a public meeting held on February 4, 2026, at which the Commission voted 6-0 to recommend approval with several additional modifications as described on page one of this report.

STANDARDS:

Amendments to Title 10 Land Development Code require the Planning Commission to conduct a public hearing and forward a recommendation to the City Council based on the following standards:

City Code 10-5-8. E. A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the City Council as described in subsection 10-5-6A of this chapter. In making an amendment, the following factors should be considered:

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection,

schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Finding: Staff published and posted the public hearing notice on January 8, 2026, as required by State and City Code, and finds the proposed amendment is consistent with the applicable factors listed above.

ALTERNATIVES:

The City Council may consider the following alternatives:

1. Approve the amendment as proposed.
2. *Approve the amendment with modifications proposed by the Commission and staff. Make other adjustments the Council feels are necessary*
3. Continue or “table” the proposal for further consideration; the Council may request additional information or modifications, if needed.
4. Decline to act at this time and provide staff further direction.

FISCAL IMPACT:

The proposal does not impact the adopted (or future) Herriman City Budget; however, widespread analysis of ADU development indicates ADUs increase property values, which in turn increase City revenues, with marginal impacts on municipal services.

ATTACHMENTS:

- A. Moderate Income Housing Plan
- B. Accessory Structures Ordinance
- C. Internal ADU Ordinance
- D. Draft Ordinance

2022

*Adopted November 13, 2019
Amended September 28, 2022*



Herriman City Moderate Income Housing Plan





1.1 INTRODUCTION

AFFORDABLE HOUSING IN HERRIMAN

Affordable housing and housing affordability can mean many different things to different stakeholders, and Herriman strives to provide a range of types and styles that fit with the character and lifestyle of the community that residents value.

Affordability can be understood as the relationship between a household's income and its housing costs. In general, housing that is considered affordable is housing for which the occupant(s) pay no more than 30 percent of their income for gross housing costs, including utilities.

UTAH STATE CODE

Utah State Code (Section 10-9a-403) requires municipalities to include a plan for moderate-income housing as part of a general plan. This is defined as “a plan that provides a realistic opportunity to meet the need for additional moderate income housing”. Statewide requirements for the planning and development of moderate income date back to 1996, however rising statewide housing prices have prompted additional measures.

The Utah State Legislature passed SB34 in the 2019 Legislative Session, which encouraged local communities to plan for housing for residents of all income levels and to coordinate that housing with transportation. SB34 defined specific requirements for the Moderate Income Housing element of the General Plan, including a menu of strategies for cities to select from to meet the need for additional moderate income housing.

In the 2022 General Session, HB462 amended these requirements, adding clarification and expanding the menu of strategies with the goal of creating more flexibility and creativity in efforts to expand moderate income housing in Utah. Additionally, it requires cities to adopt an implementation plan with a timeline and measures to implement the strategies they select. Herriman has modified section 1.5 - Making it Happen to meet these requirements and has adopted the amended plan.

1.2 WHAT WE KNOW

MODERATE INCOME HOUSING

Moderate-Income Housing, as defined by Utah State Code, specifically refers to providing housing for households with a gross household income equal to or less than 80 percent of the median gross income for households of the same size in the county in which the City is located. This chapter uses Area Median Income (AMI) in Salt Lake County as determined by the U.S. Department of Housing and Urban Development (HUD) and average household size to determine moderate income thresholds for an average household in Herriman.

CURRENT HOUSING SUPPLY

While Herriman City actively tracks housing units using building permit data and GIS, the Salt Lake County Assessor provides the necessary information for evaluating affordable housing - number of housing units, housing type designation, and the assessed value of housing units.

The 2018 Salt Lake County Parcel Database reflects a total of 11,937 housing units on 10,553 parcels. Approximately 84 percent of those units are categorized as single-family residences. Salt Lake County property designations include townhomes and completed Planning Unit Development (PUD) homes as single-family properties. Herriman's housing supply includes four apartment complexes (1,387 total units), 472 condominium units, and 10,025 single-family units. The remaining units are categorized as duplexes, manufactured homes, or modular homes.

AREA MEDIAN INCOME LEVELS

According to HUD, the AMI in Salt Lake County is \$80,000. Salt Lake County has an average household size of 3.01; therefore, a household of three persons is used as the average family size, putting the **moderate-income threshold at \$57,600.**

TABLE 1: Monthly Housing Allowance by Household Size and AMI Thresholds

Household Size	30%	50%	80% of AMI
1 person	\$420	\$700	\$1,120
2 persons	\$480	\$800	\$1,280
3 persons	\$540	\$900	\$1,440
4 persons	\$628	\$1,000	\$1,600
5 persons	\$736	\$1,080	\$1,729
6 persons	\$844	\$1,160	\$1,856
7 persons	\$952	\$1,240	\$1,985
8 persons	\$1,060	\$1,320	\$2,113

Source: HUD, ZPFI

HUD considers an affordable monthly housing payment for either a mortgage or rent to be no greater than 30 percent of gross monthly income. This 30 percent should include utilities and other housing costs such as mortgage and hazard insurance.

Table 1 shows affordable monthly allowances at different levels of income. These amounts represent total housing costs affordable at 30 percent of gross income. This allowance considers affordability for either a mortgage or rental rate. A family choosing housing would need to factor in utilities and other costs for a given housing unit within this affordable range. For example, **a household of three at the 80 percent AMI threshold has a monthly housing allowance of \$1,440. If utilities are \$250, the family can afford a rent or mortgage payment of \$1,190 per month.**

Translating this moderate-income affordability level to home values, **a family of three at 80 percent of AMI can afford a home in Herriman up to \$229,303.** This assumes utility payments at \$250 per month, current Herriman property tax rates, insurance, a four percent interest rate, 30-year mortgage term and a ten percent down payment.



KEY STATISTICS

POPULATION & PROJECTIONS

The City's fast and variable growth makes projecting population particularly challenging. The City's population was only 1,523 in 2000 according to the United States Census; however, the City experienced rapid growth of 21,785 by the 2010 Census. Census estimates from 2017 put the City's population at 31,970. Since Herriman City's rapid growth has been through new home construction in the last decade, City staff provided population projection estimates that accounts for gains in the housing market during the economic recovery. These reflect a 2020 population of 62,010; 2030 population of 93,465, and a 2040 population of 108,668.

AGE AND HOUSEHOLD SIZE

Herriman has a very young population with a median age of 26.2 years. This is a result of having a high population of children, large household sizes, and few seniors in the City. The median age is just over six years younger than the Salt Lake County median and significantly lower than most of the surrounding cities. Herriman has the second highest household size in the area at 3.91 persons per household and 64.2 percent of households have children at home – more than double the national percentage.

EXISTING MODERATE-INCOME HOUSING SUPPLY

Previous concerns about affordability within the City have been partially addressed in recent years with the construction of apartment complexes. Of the 1,387 recorded apartments in the City, just over 68 percent of units are within the affordable threshold defined by 80 percent of AMI. The relatively recent construction of the Incline at Anthem and Towne Center apartments brings the estimated total of affordable housing units in the City to 2,006 units, or about 16.8 percent of all housing units. This translates to a current surplus of 182 affordable units for moderate-income households. However, there is a shortage of 763 units for those making 50% AMI or less.

PRICING AND AFFORDABILITY

Table 2 shows the home price ranges affordable to household income categories at various interest rates. Note the significant difference the interest rate can make. While rates are near four percent, housing is much more affordable. Interest rates have been rising, meaning affordability in the City will be more difficult to maintain if rates continue to rise in the future.

Table 3 shows the distribution of single-family units by home value, as maintained by the Salt Lake County Assessor’s Office. Just over half of all units are valued between \$280,000 and \$399,999. The median value is \$345,100 according to assessed values. The 2017 ACS places the City’s median household value lower at \$332,400. Both of these median values are above the affordable threshold of \$229,303. **Approximately 9 percent of single-family homes are within this affordability target or below.**

TABLE 2: Annual Household Income Requirements for Various Home Values

Household Income Range	Home Price Range					
	4% Mortgage		5% Mortgage		6% Mortgage	
	Low	High	Low	High	Low	High
\$10,000 to \$14,999	\$0	\$24,082	\$0	\$21,897	\$0	\$19,969
\$15,000 to \$24,999	\$24,082	\$72,255	\$21,897	\$65,701	\$19,969	\$59,915
\$25,000 to \$34,999	\$72,255	\$120,428	\$65,701	\$109,504	\$59,915	\$99,861
\$35,000 to \$49,999	\$120,428	\$192,687	\$109,504	\$175,209	\$99,861	\$159,779
\$50,000 to \$74,999	\$192,687	\$313,119	\$175,209	\$284,717	\$159,779	\$259,644
\$75,000 to \$99,999	\$313,119	\$433,552	\$284,717	\$394,226	\$259,644	\$359,509
\$100,000 to \$149,999	\$433,552	\$674,417	\$394,226	\$613,242	\$359,509	\$559,238
\$150,000 to \$199,999	\$674,417	\$915,282	\$613,242	\$832,259	\$559,238	\$758,968
\$200,000 or more	\$915,282		\$832,259		\$758,968	

Source: ZPFI

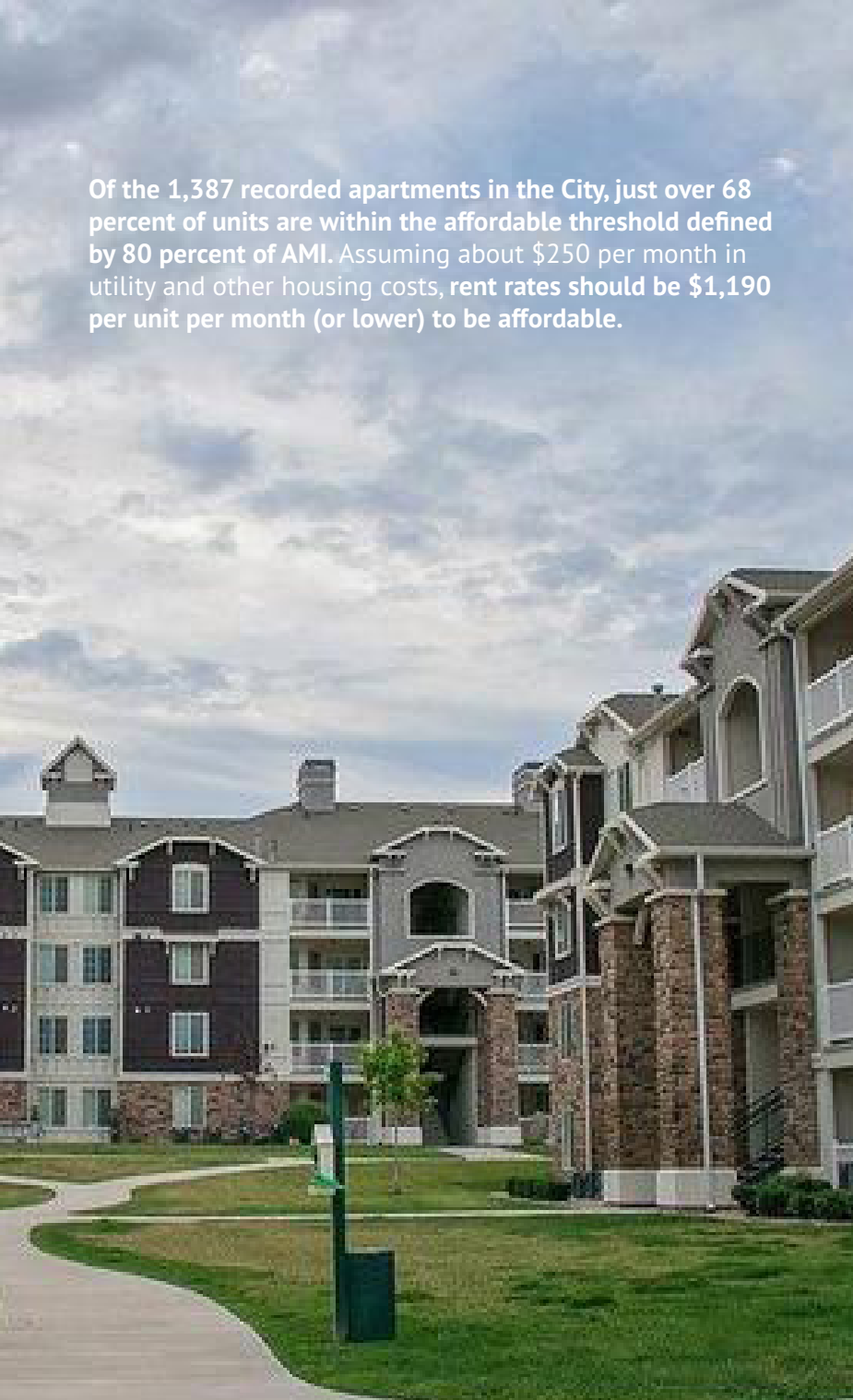
TABLE 3: Single-Family Residential Unit Values

Single-Family Home Value	# of Units	% of Total	Cumulative % of Total
<\$125,000	10	0.10%	0.1%
\$125,000 - \$139,999	17	0.17%	0.3%
\$140,000 - \$149,999	11	0.11%	0.4%
\$150,000 - \$159,999	26	0.25%	0.6%
\$160,000 - \$169,999	99	0.97%	1.6%
\$170,000 - \$179,999	93	0.91%	2.5%
\$180,000 - \$189,999	195	1.91%	4.4%
\$190,000 - \$199,999	172	1.68%	6.1%
\$200,000 - \$219,999	272	2.66%	8.8%
\$220,000 - \$239,999	445	4.36%	13.1%
\$240,000 - \$259,999	559	5.47%	18.6%
\$260,000 - \$279,999	558	5.46%	24.1%
\$280,000 - \$299,999	798	7.81%	31.9%
\$300,000 - \$324,999	1088	10.65%	42.5%
\$325,000 - \$349,999	1148	11.24%	53.8%
\$350,000 - \$374,999	1030	10.08%	63.8%
\$375,000 - \$399,999	843	8.25%	72.1%
\$400,000 - \$424,999	668	6.54%	78.6%
\$425,000 - \$449,999	563	5.51%	84.1%
\$450,000 - \$474,999	397	3.89%	88.0%
\$475,000 - \$499,999	326	3.19%	91.2%
\$500,000 - \$599,999	622	6.09%	97.3%
\$600,000 - \$699,999	157	1.54%	98.9%
\$700,000+	117	1.15%	100.0%

Source: Salt Lake County 2018 Parcel Database



Combining affordable apartment and single-family units brings the total estimated number of units that can be classified as affordable to 2,006 units. In total, approximately 16.8 percent of housing units are affordable to moderate-income households.



Of the 1,387 recorded apartments in the City, just over 68 percent of units are within the affordable threshold defined by 80 percent of AMI. Assuming about \$250 per month in utility and other housing costs, rent rates should be \$1,190 per unit per month (or lower) to be affordable.

Timbergate is a Section 42 housing development and has two pricing tiers ranging from \$986 to \$1,137 for units under Section 42 pricing, and \$1,099 to \$1,075 for their market unit rates. Only 15 of the three-bedroom units at Timbergate fall just above this cut-off at \$1,299 for the largest market units. However, **most units at Timbergate, including 97 other three-bedroom units, are deemed affordable.**

Copperwood rental rates range from \$948 to \$1,290 per unit per month. Copperwood offers 496 units in four different floor plans, but only their three-bedroom units are outside of an affordable range which means about **74 percent of the apartments offered are considered affordable.** Rental rates at Copperwood change from week-to-week based on the number of units available, but there are no units that are anticipated to fluctuate out of affordability.

The Towne Center Apartments offer the widest range of rental rates with living spaces available from \$1,025 to \$1,910 per unit per month. Only the one-bedroom floorplan offers some units that would be in the noted affordable range. The rest of these units exceed the affordability threshold with estimates placing **only about 20 percent of the 305 Towne Center Apartments at an affordable rate.**

The Incline at Anthem Apartments housing is specifically geared towards residents who are 55 years old and up. According to staff, about 80 percent of the units are specified for the 55+ community with 20 percent for residents 18 years and older. Rent at Incline ranges from \$925 to \$1,460 per unit per month. The Incline offers three floorplans which are one-bedroom units, all of which fall under the affordable standard. The two-bedroom units do not qualify as affordable, which designates about **71 percent of the Incline units as affordable.**

Combining affordable apartment and single-family units brings the total estimated number of units that can be classified as affordable to 2,006 units. In total, approximately 16.8 percent of housing units are affordable to moderate-income households. There is currently a reasonable opportunity for moderate-income households to live in Herriman.

1.3 HOW WHAT WE KNOW HELPS PLAN FOR THE FUTURE

MATCHING MARKET WITH DEMOGRAPHICS

Herriman had a total of 2,006 affordable units and 1,824 low-to-moderate income households, indicating a surplus in supply of 182 affordable units in comparison to current City demographics. **It is notable that there are currently 773 households who earn 50 percent of the AMI and only 10 housing units available for those households.** This means that, while there is currently a surplus of affordable housing units, not all available units may be affordable to households with low and extremely low incomes.

There are few houses under the \$140,239 level in Herriman, leaving the nine percent of households making less than \$35,000 per year with less than one percent of single-family homes in their matching affordability range. This is about 739 households. However, the availability of affordable apartments helps to cover this gap in affordable units to a degree.

Average sale prices in Herriman of single-family homes indicate an upward trend in home values. Herriman also saw strong sales in 2018. **As values increase and the trend of building single-family home developments continues, it will be important to monitor that affordability keeps pace with population growth.**

PROJECTED MODERATE-INCOME HOUSING NEED

Future rapid growth in the City will likely require continual monitoring of affordability. Over the past few years, multi-family homes have become the most popular development within Herriman. This new trend has helped Herriman to diversify its housing options to fit the demands of varying demographics, but future housing developments appear to indicate that single-family homes will dominate the new housing within the city. As the population and number of households continues to rise, the City will have greater need to provide housing that meets the needs of residents and those interested in moving to the City. The current surplus plus the additional need each year means that (assuming current distributions of household incomes) **the City will have a need of 625 affordable housing units by 2024.**



Herriman City Planning tracks building permit data and compares it to approved development. Based on the approved development agreements through 2019, an additional 4,937 Single-Family Units and 2,434 Multi-Family Units are slated to be built. Many of these units will be built in the next five years and some may help address the needed affordable housing units.

1.4 WHAT WE WANT TO ACHIEVE

The following overall goal, five objectives, six Utah State Code strategies, and six implementation action items capture Herriman's approach for addressing the issues and opportunities related to the City's Moderate-Income Housing.

The objectives represent what Herriman would like to achieve. The strategies and action items in the Implementation Plan (section 1.5) represent a path for achieving the overall goal and detailed objectives.

OVERALL GOAL FOR THE CHAPTER

Overall Moderate-Income Housing Goal: Ensure Herriman maintains reasonable affordability and provides housing choices through times of rapid population growth and varying development trends.

PLAN OBJECTIVES

Objective 1: Ensure affordable housing grows proportionally with standard residential development.

Objective 2: Continue to guide development of assisted living, congregate care, and affordable housing to ensure residents can stay in Herriman through all stages of life.

Objective 3: Provide for affordability and life-cycle housing concerns through development of housing options, including multi-family housing, that maintains the desired character of Herriman. Support affordable housing options that address the needs of low to moderate income households and individuals and offer options for a range of demographics and lifestyles.

Objective 4: Disperse multi-family developments throughout the City such that there is no concentration of multi-family dwellings in any one neighborhood or development area. Provide desirable affordable housing options that integrate well into surrounding neighborhood contexts.

Objective 5: Provide the opportunity for affordable home ownership by offering a range of housing types, including attached dwellings, for purchase.

UTAH FAIR HOUSING ACT ACKNOWLEDGEMENT

In accordance with state and federal laws, Herriman City exercises the authority to plan, zone, and regulate land use in promoting the community's health, safety, and welfare.

The moderate-income housing element of this plan acknowledges and upholds the Utah Fair Housing Act by promoting the equal protection and equitable treatment of all people who lawfully seek to rent, lease, purchase, or develop real property within its jurisdiction. Its housing policies and plans strictly prohibit discrimination on the basis of color, disability, ethnicity, familial status, gender identity, national origin, race, religion, sex, sexual orientation, source of income, or any other suspect classification.

It is the policy of Herriman City to report housing discrimination to the Utah Antidiscrimination Labor Division immediately.

It is the goal of Herriman City to prevent, eliminate, and/or mitigate any unfair housing practices that may result from its plans, policies, regulations, and ordinances. It is also the goal Herriman City to affirmatively further fair and affordable housing by reviewing the housing needs of its moderate-income households and its vulnerable populations biennially, and by proactively planning to meet their needs.



Assuming current distributions of household incomes, the City will have a need of 625 additional affordable housing units by 2024.

UTAH STATE CODE (10-9A-403.2B)

Herriman City is recommending to implement the six highlighted strategies, from the “menu” of moderate income housing strategies specified in the 2022 updates to Utah State Code for General Plans:

- (A) rezone for densities necessary to facilitate the production of moderate income housing;
- (B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;
- (C) demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing;
- (D) identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate income housing;
- (E) create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;
- (F) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
- (G) amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;
- (H) amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident’s own vehicle, such as residential development near major transit investment corridors or senior living facilities;
- (I) amend land use regulations to allow for single room occupancy developments;
- (J) implement zoning incentives for moderate income units in new developments;
- (K) preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund;
- (L) reduce, waive, or eliminate impact fees related to moderate income housing;
- (M) demonstrate creation of, or participation in, a community land trust program for moderate income housing;
- (N) implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;
- (O) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency’s funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
- (P) demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing;
- (Q) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
- (R) eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530;
- (S) create a program to transfer development rights for moderate income housing;
- (T) ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing;
- (U) develop a moderate income housing project for residents who are disabled or 55 years old or older;
- (V) develop and adopt a station area plan in accordance with Section 10-9a-403.1;
- (W) create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones; and
- (X) demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing;

1.5 HOW WE MAKE IT HAPPEN: IMPLEMENTATION PLAN

To meet Herriman's Moderate-Income Housing needs, the City will work to implement the following six strategies from Utah State Code 10-9a-403. The Action Plan section establishes a timeline and identifies specific measures and benchmarks for implementing each selected strategy.

UTAH STATE CODE MODERATE-INCOME HOUSING STRATEGIES

Strategy (A) rezone for densities necessary to facilitate the production of moderate income housing;

Strategy (B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;

Strategy (E) create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;

Strategy (F) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;

Strategy (G) amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;

Strategy (K) preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund;

ACTION PLAN - MAKING IT HAPPEN

The Action Plan section outlines six action items and a series of benchmarks for implementing the Utah State Code strategies and working to achieve Herriman's overall goal and detailed objectives. Some action items will help to implement more than one, individual strategy.



Action Item/Measure #1: Herriman will ensure zoning designations allow for higher density and/or moderate-income housing development in the mixed-use Towne Center, near the SLCC campus, and adjacent to commercial and employment centers. [Implements Strategy A, Strategy F, and Strategy G]

Action Item #1 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1A: Identify the current zones and future land uses that allow densities necessary to facilitate the production of MIH	◆				
1B: Analyze the areas on the FLU map that do not correspond to zones that allow densities necessary to facilitate the production of moderate income housing; Prioritize the rezoning of FLU/Zone mismatch areas that are near the Towne Center, SLCC Campus, and adjacent to commercial and employment centers		◆			
1C: Initiate rezoning for densities necessary to facilitate production of MIH in areas identified according to prioritization			◆	◆	◆

Action Item/Measure #2: Herriman will continue to encourage some PUD neighborhoods with small lot sizes and support integration of small lot sizes into developments to support a mix of housing options within the same neighborhood. [Implements Strategy A]

Action Item #2 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2A: Identify the current areas where the Planned Development Overlay Zone and integration of small lot sizes are allowed, which would allow densities necessary to facilitate the production of MIH; Analyze the FLU map for any mismatch areas related to PUDs or small lot size zoning.	◆				
2B: Evaluate if any changes are needed to the Planned Development Overlay Zone to better facilitate the production of MIH		◆			
2C: Evaluate additional residential zones that may support integration of small lot sizes into developments based on the FLU map and chapter; Evaluate and define “small lot size”; define % of mix and thresholds (e.g. 20% small lot; 20% large lot; 60% typical lots) for residential zones that can support integration of small lot sizes		◆			
2D: Initiate updates to residential zones for integrating small lot sizes as identified above			◆	◆	◆

Action Item/Measure #3: Herriman will coordinate the rehabilitation or expansion of Active Transportation infrastructure to facilitate construction of moderate-income housing. [Implements Strategy B]

Action Item #3 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
3A: Identify the current zones and future land uses that would benefit from Active Transportation infrastructure investments to support construction of moderate-income housing.	◆				
3B: Coordinate prioritization and funding of Active Transportation projects to connect moderate-income housing areas with regional transportation	◆	◆	◆	◆	◆
3C: Initiate rehabilitation and expansion of Active Transportation infrastructure in priority areas.		◆	◆	◆	◆

Action Item/Measure #4: Herriman will consider allowing detached Accessory Dwelling Units (ADUs) in appropriate residential neighborhoods and will track both internal/attached ADUs and detached ADUs. [Implements Strategy E]

Action Item #4 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
4A: Identify the current zones and future land uses that support ADUs	◆				
4B: Establish an effective tracking system to document all types of ADUs	◆				
4C: Identify the parameters and criteria for allowing detached ADUs in the different residential and neighborhood zones.		◆			
4D: Prioritize and begin updating regulations to allow detached ADUs in the residential and neighborhood zones that meet the city's criteria			◆	◆	◆

Action Item/Measure #5: Herriman will allow for Multi-Family or Townhome Mixed Use Development as buffers between commercial and Single-Family Residential areas, as well as in the Herriman Towne Center (HTC) and major transit investment corridors as identified in the regional plan. [Implements Strategy F and Strategy G]

Action Item #5 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
5A: Identify the current zones and future land uses that allow for Multi-Family or Townhome Mixed Use Development	◆				
5B: Analyze the areas on the FLU map that do not correspond to zones that allow for Multi-Family or Townhome Mixed Use Development; Prioritize the rezoning of FLU/Zone mismatch areas that are near the HTC and/or major transit investment corridors.		◆			
5C: Initiate rezoning for a mix of housing, including Multi-Family or Townhomes, in areas identified according to prioritization			◆	◆	◆

Action Item/Measure #6: Herriman will establish a Housing Task Force to facilitate preservation and creation of attainable housing for moderate income households. [Implements Strategy K]

Action Item #6 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
6A: Monitor affordable MIH options and their proportion to overall housing and residential development	◆	◆	◆	◆	◆
6B: Monitor Section 42/ Low Income Housing Tax Credit (LIHTC) Housing Projects and expiration timing	◆	◆	◆	◆	◆
6C: Evaluate the use of deed restrictions to preserve MIH units	◆	◆			
6D: Evaluate a down payment assistance program	◆	◆			
6E: Prioritize and establish programs to preserve existing and new MIH and subsidized units			◆	◆	◆



The Herriman Towne Center offers a mix of housing types in a mixed-use context.



ATTACHMENT B

CHAPTER 10-34 ACCESSORY BUILDINGS AND STRUCTURES

10-34-1 Purpose

The purpose of this chapter is to establish uniform regulations for accessory buildings and structures within the city. These requirements are intended to ensure that accessory buildings and structures are compatible with the character of the neighborhood and do not unduly disturb or impact adjacent property owners while also allowing residents flexibility to use their property for personal hobbies and outdoor and recreational pursuits.

10-34-2 General Requirements

In addition to the use limitations and other regulations for the zoning district in which the accessory building or structure is proposed to be located, no accessory building or structure shall be allowed unless it complies with the following general standards:

- A. All accessory buildings or structures are permitted in all zoning districts, provided they are:
 1. Incidental and subordinate to the principal use and/or structure on the property, and
 2. Compliant with the provisions of this chapter and the zone wherein they are located.
- B. An accessory building or structure shall be under the same ownership or control as the principal structure or use on the property.
- C. Except for agricultural zones, no accessory building or structure shall be established or constructed before the main dwelling or structure is under construction. Said accessory structure shall not be used prior to the issuance of a certificate of occupancy for the main dwelling or structure.
- D. No accessory building or structure shall include a residential dwelling unit nor may an accessory building or structure be rented, sold, or otherwise used as a separate living space, except where permitted ~~as may be provided~~ elsewhere in this Title.
- E. Accessory buildings and structures shall not be used for a home occupation except as provided in Section 10-22-6 of this Title.
- F. All accessory buildings and structures shall comply with any and all applicable standards and requirements of the International Building and Fire Codes.
- G. Recreational play structures less than 16 feet in height are exempt from all general restrictions of this chapter, except they shall comply with required setbacks as other accessory structures.
- H. Open-roofed structures (pergola, trellis, arbors, etc.), when lacking a solid roof and open on all sides, shall still be set back a minimum of three (3) feet from side and rear property lines. Open on all sides means that no solid wall is included in the structure. Lattice work that is 50 percent transparent is not considered solid, nor are walls constructed to support plant material.
- I. Yard measurement to determine the maximum size for an accessory building/structure.
 1. *Rear yard measurement.*
 - a. Rear yard measurement shall begin at a point on the property line parallel to the rear wall plane of the building at the most adjacent rear corner of the primary building, and follow the rear roofline of the building, excluding any feature attached to the primary building, such as covered patios, bump outs, or other projections connected to the primary structure.
 - b. Extends the full width of the lot.

2. *Side yard measurement.*
 - a. Only applicable under a Special Exception for corner lots.
 - b. Side yard measurement shall begin at the most rear corner of the primary building closest to the side property line, then along the side of the building following the wall of the building to the front yard setback line for the property in the given zone, and then parallel to the front plane of the building to the side property line, then following the side property line to the rear yard.

10-34-3 Location of Accessory Buildings And Structures

- A. For setback purposes, measurements shall be taken from the foundation of the accessory structure to the property line or to foundation of the main dwelling or other building. Roof eaves and roof overhangs of one (1) foot or less are not included in the required setback.
- B. Unless placed on the ground on movable skids, accessory buildings and structures less than 200 square feet may not encroach onto any public utility or other easement. However, as the sole responsibility of the property owner, construction may occur within said easement if permission is granted from the utility companies and any other entity holding rights to public utility or other easements on the property.
- C. Dripline. In no case shall the roof of any building extend over or toward an adjacent property in a manner that will direct water from said roof onto an adjacent property regardless of permitted setbacks.

10-34-4 Architectural Standards

- A. Except for accessory buildings and structures in Agricultural Zones that are used for agricultural purposes, for any accessory structure 200 square feet or larger in size, all façades facing the street shall either match the main finish materials of the principal structure, including colors, and roof lines, or be finished with one or more of the following materials:
 1. Stucco, cementitious fiber board siding, brick, cedar shake shingles, or stone or synthetic/cultured stone.
 2. Non-street-facing sides of the accessory building shall be finished with either the same materials listed above, or prefinished and painted metal siding.
 3. Roofing shall be made of materials designed for such application and shall match the material and/or color of the main structure on the property, including: composition asphalt/fiberglass shingles, wood shakes, slate, tile, or similar appearing materials, standing seam metal roof systems and metal shingles. Galvanized metal surfaces, reflective surfaces, or reuse of materials that are not originally designed as an exterior wall or roof finish material are not permitted.
- B. Prohibited exterior materials for all accessory buildings and structures: Exposed plywood or particle board, or similar unfinished materials, and non-rigid materials (i.e., canvas, coated canvas, and similar).
- C. Accessory structure openings, such as a minimum of one windows, doors, or skylight, or other architectural opening feature shall be required on all elevations visible from the street.
- D. Accessory buildings and structures shall be maintained in such a manner as to not detract from the existing neighborhood. Setback areas between accessory structures and property lines shall be maintained in a weed- and debris-free condition.

10-34-5 Standards Unique To Building And Structures In Agricultural Zones

- A. Accessory buildings and structures used for agricultural purposes must be designed such that the primary function of the structure is the keeping of farm animals, and the storage of feed, farm equipment, etc., for the lot on which the building or structure is constructed. Floor plans must be provided to show that more than 60 percent of the building will be for agricultural purposes related to the property on which the structure is located.
- B. Agricultural structures with animals shall not be located within forty (40) feet of any residential dwelling. Chicken coops shall not be placed closer than 15’ to the home on which the coop is located and no closer than 25’ from a home on an adjacent lot.
- C. Agricultural structures may utilize such exterior building materials that are appropriate to the use.
 - 1. Accessory structures which qualify as agricultural structures, as per 10-34-5(A), are not subject to architectural regulations in this chapter; however, all roofing shall be non-reflective.
 - 2. Greenhouses are not required to match the building materials of the primary structure.

CHART 10-34 ACCESSORY BUILDING AND STRUCTURE DEVELOPMENT STANDARDS

ACCESSORY BUILDING AND STRUCTURE REQUIREMENTS			
	ACCESSORY BUILDING SIZE		
	SMALL	MEDIUM	LARGE 401 SF +
	<=200 SF	201 - 400 SF	
SETBACKS:			
Distance From Primary Structure	0'	5'	
In Rear Yard - From Side and Rear Property Line (Interior, NOT adjacent to street)	1' Min	3' Min if height is <= 16' See "Height" table below for buildings taller than 16'.	
Side Yard Adjacent to Street	1' Min if height <= 8' If height > 8' match primary building setback	Match required primary building setback	
From Any Building > 200 SF on Adjacent Lot	2' if height < 8'; 4' if height > 8'	6'	
From Accessory Building on Same Lot	0'	6'	
Front Yard	5' Behind Front Yard Setback for Primary Structure, and 5' Behind Front of Primary Structure		
Inside Yard - Between Front and Rear Yards	Same as Required for Primary Structure; When structure is in rear yard, see above, 'In Rear Yard'		

HEIGHT			
0 - 10,000 SF Lot			16'
10,001 - 21,780 SF Lot	16'	25 feet or Height of Primary Structure, Whichever is Less. For every 1 foot of building height above 16 feet, 1 additional foot in interior side and rear yard setback is required, except when setback is adjacent to dedicated public or quasi-public open space.	25 feet or Height of Primary Structure, Whichever is Less. For every 1 foot of building height above 16 feet, 1 additional foot in interior side and rear yard setback is required, except when setback is adjacent to dedicated public or quasi-public open space.
21,781 + SF Lot	16'	25 feet or Height of Primary Structure, Whichever is Less. For every 1 foot of building height above 16 feet, 1 additional foot in interior side and rear yard setback is required, except when a setback is adjacent to dedicated public or quasi-public open space.	30 feet; For every 1 foot of building height above 20 feet, 1 additional foot in interior side and rear yard setback is required, except when setback is adjacent to dedicated public or quasi-public open space.
SIZE: (MAX TOTAL LOT COVERAGE FOR ALL STRUCTURES)			
0 - 6,000 SF Lot	15% of rear yard or 75% of footprint of home, whichever is less		
6,001 - 11,000 SF Lot	25% of rear yard or 75% of footprint of home, whichever is less		
11,001 - 21,780 SF Lot	25% of rear yard or 80% of footprint of home, whichever is less		
21,781 - 43,560 SF Lot	40% of rear yard or 125% of footprint of home, whichever is less		
> 43,560 SF Lot	40% of side and rear yards		

10-34-6 Special Exceptions

- A. In order to allow flexibility for specific unique circumstances addressed in subsection B below, an application for a special exception to specific requirements of this chapter may be approved. In determining the appropriateness and potential impacts of a special exception, additional mitigating requirements, conditions, and limitations may be imposed to prevent or minimize adverse effects on adjoining properties. These mitigating conditions may include, but are not limited to, the use, construction, operation, appearance, location, screening, and landscaping, as may be required as part of a special exception.
- B. *When allowed.*
 - 1. Application for a special exception to the provisions required for accessory structures as established by this chapter (10-34) shall only be allowed under the following circumstances:
 - a. The applicant's lot has unique characteristics which may include:
 - (1) Irregular lot shape (see definitions).
 - (2) Topography which creates a unique situation.
 - (3) Flexibility in determining side/rear/front yards.
 - (4) Lot adjacency to other commercial/industrial/open space land uses on at least two (2) sides of the property.
 - 2. When the use of the building is strictly for Agricultural purposes and the applicant can demonstrate the following:

- a. Absolute need for a higher, or larger building to accommodate equipment used specific to the property for agriculture.
3. Additional height of an accessory structure which is not intended for agricultural use shall be allowed for architectural purposes only.
4. In cases of required parking, if a rear yard does not allow for a two-car garage that accommodates the requirement for single-family parking, a structure no larger than 520 square feet shall be allowed for said use.
5. Corner lots as follows:
 - a. If the rear yard is less than twenty-five (25) feet.
 - b. For corner lots $\geq 10,000$ square feet:
 - (1) If the existing rear yard setback is more than twenty (20) feet shallower than the nearest adjacent interior lot with the same orientation, a special exception can be considered.
 - c. When a special exception for a corner lot is permitted, the applicant may include the rear and larger side yard in the calculation to determine the maximum size for an accessory structure. No additional exemptions are permitted with this exception for architectural (except agricultural), setback requirements.
 - d. Special exceptions for corner lots shall be approved by the Planning Director. The Planning Director may request Planning Commission consideration when extenuating conditions exist.
- C. The Planning Commission shall approve a special exception to the specific requirements of this chapter, except as provided in this chapter, with conditions and limitations as may be appropriate. Adjoining property owners shall receive notice of said hearing for a special exception no less than ten (10) days prior to the public hearing.
- D. The following shall be considered by the Planning Commission in determining the appropriateness of a special exception:
 1. The special exception does not materially impact the goals and policies of the City's General Plan.
 2. The special exception is not in conflict with adopted restrictive covenants governing the property.
 3. The proposed exception for the structure is in keeping with the development block pattern of the area.
 4. The special exception will not have an adverse effect upon public health, safety, or general welfare of the community.
 5. Additional height and size greater than the maximum allowed can be mitigated by:
 - a. Requiring additional setback from the property line or adjacent buildings.
 - b. Requiring all sides of the accessory structure to match the home or comply with 10-34-4(A)(1).
 - c. Requiring additional landscaping buffers and plantings to screen the building from adjacent properties.
 - d. Impacts to adjoining properties can be mitigated by adjusting architectural elements, i.e., reducing or eliminating doors, windows, etc. that are visible from adjoining properties and streets.
 6. The accessory structure does not violate the sight visibility triangle on corner lots.
 7. Other development requirements could be required that will further mitigate and are directly associated with the impact of the special exception.

8. In cases where an exception is requested due to an irregularly shaped lot, the Commission shall consider the following:
 - a. Whether the irregularity of the lot shape restricts, or limits the placement of an accessory structure compared to a regular lot of similar size.
 - b. It shall be the burden of the applicant to clearly demonstrate the hardship due to the shape of the lot.
 - c. The requested exception cannot be considered to exceed the size, or height of any accessory structure except as provided in this chapter.
 - d. Whether the impact of the exception will place an undue impact on adjacent properties which would not be typical if the lot was a regular shape.

ATTACHMENT C

10-29-26 Internal Accessory Dwelling Unit Regulation

In all residential and agricultural zones, unless a more restrictive standard has been adopted within this title, internal accessory dwelling units shall meet the following requirements:

- A. *Purpose.* It is the purpose of this section to establish regulations that control the use and construction of internal accessory dwelling units; to encourage individuals to become and remain homeowners by allowing limited opportunities for rental income; to allow the provision of security or services to owner-occupants of the dwelling; to provide options for structures designed as single-family dwellings to meet the needs of owner-occupants at a variety of stages in their life cycle; and to protect the stability of neighborhoods.
- B. *Number of internal accessory dwelling units per parcel.* An internal accessory dwelling unit (ADU) shall be allowed only on parcels containing a single-family dwelling with a lot size of 6,000 square feet or larger. No more than one internal ADU shall be allowed for a lot or parcel which also contains the single-family dwelling. An internal ADU shall not be allowed on a lot or within a dwelling unit that is part of an apartment building, dwelling group, or condominium project.
- C. *Occupancy.* The property owner, which includes titleholders, must occupy either the primary or accessory dwelling unit as their permanent and principal residence in order to qualify for an ADU.
 - 1. As long as the owner occupies the main dwelling or the ADU, then the other unit is allowed to be rented under this ADU provision.
 - 2. The owner is permitted to have a separate seasonal residence, but during the time away from the permanent residence, the owner is not allowed to rent out their vacant permanent residential unit. For the purposes of this subsection (C), the term "seasonal residence" shall mean living in another location for up to four months in one calendar year.
 - 3. The property owner shall conform to the definition of the term "family occupancy" as described in HCC chapter 10-3.
 - 4. Neither the single-family dwelling nor the internal ADU may be used or licensed as a residential vacation rental.
- D. *Appearance.* The appearance of the dwelling shall remain that of a single-family residence and not be altered with the exception of required egress windows from bedrooms or installation of an outside entrance.
- E. *Outside entrances.* The entrances to the internal ADU and main dwelling shall use existing entrances to the dwelling if possible. If a separate entrance is required to be installed to one of the units, it shall be by means of a door located on the side or rear of the building.
- F. *Location.*
 - 1. An internal ADU shall be directly adjacent to the livable space of the main dwelling or above an existing attached garage, although garages are not classified as livable space.
 - 2. The term "directly adjacent" means the internal ADU and the livable space of the home shall only be separated by a shared wall or floor, except when above attached garages.
- G. *Parking.*
 - 1. A single-family dwelling with an internal ADU shall have a minimum of four off-street parking spaces that meet the legal location and requirements for off-street parking for a

single-family dwelling, and one additional off-street parking space in the front or side yard for the internal ADU, such as a side yard parking slab or widened driveway. When parking for an internal ADU is provided in the front yard, it shall not extend further in front of the home than the existing garage but shall be placed to the side of the home. Tandem parking (or parking a vehicle behind another) in the driveway that leads to legal parking for the main unit may also be the means of providing parking if the tandem parking does not extend over the property line and the public sidewalk.

2. If an internal ADU reduces the required number of parking spaces for the residential use, such as the conversion of an attached garage into an internal ADU, additional parking spaces must be accommodated to meet the parking requirements of this title.

- H. *Compliance with building codes.* The internal ADU shall comply with all applicable building, health, and fire codes with special attention for existing buildings given to providing the required emergency access from bedrooms.
- I. *Business license required.* To ensure compliance with this Code, promote regular property maintenance, and report on moderate-income housing as required by Utah Code, the property owner must obtain an annual business license from the city before renting an internal ADU.

HERRIMAN, UTAH
ORDINANCE NO. 2026 -

**AMENDING HERRIMAN CITY LAND DEVELOPMENT CODE
REGARDING ACCESSORY DWELLING UNITS**

WHEREAS, the Herriman City Council (“Council”) met in regular session on February 25, 2026, to consider, among other things, an ordinance to amend Title 10 Land Development Code (“Zoning Code”); and

WHEREAS, Utah Code Ann. § 10-9a-503 provides in part that the Council may make amendments to the adopted Zoning Code; and

WHEREAS, Utah Code Ann. § 10-9a-503 also provides that the Council may not make any amendment to its Zoning Code unless it is first submitted to the Planning Commission (“Commission) for its recommendation; and

WHEREAS, Utah Code Ann. § 10-9a-503 provides that the Commission shall provide notice as required by Subsection 10-9a-205(1)(a) and hold a public hearing on a proposed Zoning Code amendment; and

WHEREAS, on January 9, 2026, the required public hearing notice was mailed to all affected property owners and entities; and

WHEREAS, on January 9, 2026, the required public hearing notice was posted in three public places within the City; and

WHEREAS, on January 21, 2026, at 7:00 PM in the Council Chambers, the Commission held a required public hearing with respect to the proposed Zoning Code amendment; and

WHEREAS, on February 4, 2026, the Commission voted 6-0 to recommend approval of the proposed Zoning Code amendment; and

WHEREAS, on February 25, 2026, the Council considered the proposed Zoning Code amendment during a public meeting; and

WHEREAS, the Council finds that it is in the best interest of the residents of Herriman to adopt the proposed Zoning Code amendment;

NOW, THEREFORE, be it ordained by the Herriman City Council for approval to amend the Herriman City Land Development Code regarding fence accessory dwelling unit development standards affecting all Herriman City zoning districts where single-family dwellings are permitted as described in **Exhibit “A”**.

This Ordinance No. 2026- _____ shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 25th day of February 2026.

HERRIMAN

ATTEST:

Mayor Lorin Palmer

Jackie Nostrom, City Recorder

Exhibit “A”

ACCESSORY DWELLING UNIT ORDINANCE AMENDMENT

Title 10 of the Herriman City Code is hereby amended by adding Chapter 10-36 Accessory Dwelling Units, as follows:

CHAPTER 10-36 ACCESSORY DWELLING UNITS

10-36-1 Purpose

The purpose of this chapter is to regulate the proper development of attached, detached, and internal accessory dwelling units (ADUs) within the city.

10-36-2 Intent & Authority

The legislative intent of the City Council is based on the following findings:

- A. Policy. Herriman City’s General Plan and Utah Code §10-9a-403 require strategies to promote moderate-income housing.
- B. Community. Accessory dwelling units provide affordable housing options, support aging in place, and optimize land use without altering neighborhood character.
- C. Regulatory. Industry best practices and policy guidance recommend streamlined permitting, owner occupancy, and design compatibility for ADUs.
- D. Authority. This ordinance is adopted pursuant to Utah Code Annotated §10-9a-101 et seq, is consistent with Herriman City Code Title 10, and advances public health, safety, and welfare.

10-36-3 Definition

- Detached Accessory Dwelling Unit (ADU): A self-contained residential unit located on the same lot as a single-family dwelling, physically separated from the principal structure, and containing its own kitchen, bathroom, and sleeping facilities. Definition does not include accessory dwelling units that are internal or attached to the principal dwelling.
(Cross-reference: HCC 10-3-5 “Accessory Building or Structure”)

10-36-4 Applicability

- A. Location. Detached ADUs shall be permitted in all zoning districts that allow a single-family residential dwelling as a permitted or conditional use per HCC 10-16 Table of Uses, subject to compliance with the regulations of this Chapter.
- B. Subordinate. Detached ADUs are accessory uses and shall remain subordinate to the principal dwelling.
(Cross-reference: HCC 10-16 Table of Uses; HCC 10-34 Accessory Buildings and Structures)

10-36-5 Development Standards

- A. Number of Units: One detached ADU per lot, maximum.
 1. One detached ADU and one internal ADU may be approved on lots that comply with all applicable standards of this chapter and related provisions within this title.
- B. Lot Size: Minimum lot size shall be 7,000 square feet.
- C. Maximum Floor Area: 1,000 square feet, excluding covered or enclosed square footage reserved for off-street parking.
- D. Height: Shall not exceed twenty-five (25) feet.

E. Setbacks:

1. Rear yard: Ten (10) feet minimum.
2. Side yard: Eight (8) feet minimum.
3. Corner lots: Maintain a clear sight triangle per HCC 10-29-51.

F. Design Standards:

Detached ADUs shall be constructed of materials and colors that complement the principal dwelling.

1. Roof: Roof pitch shall be similar to the principal dwelling.
2. Windows: Window placement adjacent to adjoining properties may be permitted to provide light and air, but shall be designed to protect privacy in compliance with the following requirements:
 - a. Window placement within the first floor of a DADU may be permitted upon compliance with applicable building codes.
 - b. Window placement within the second-floor, attic, or loft space of a DADU that has an exterior unobstructed view into an adjacent private residence or yard requires a minimum window sill height of 6 feet, measured from the elevation of the corresponding floor plate.
3. Developmental or architectural deviations. The planning commission may approve deviations from one or more of the developmental or architectural standards provided in this chapter based on a finding that the proposed development provides compensating design features that mitigate any reasonably anticipated detrimental effects, as per the approval standards in HCC 10-5-10 (E).
(Cross-reference: HCC 10-5-10 (E) Approval Standards; HCC 10-29-45 Single-Family Attached Or Detached Dwellings Standards; and HCC 10-34-4 Architectural Standards)

G. Parking:

1. One (1) additional off-street parking space shall be provided for the detached ADU.
2. Tandem parking is permitted.
(Cross-reference: HCC 10-24 Off-Street Parking)

H. Utilities:

1. Detached ADUs shall connect to municipal water and sewer.
2. Separate meters are optional.

I. Emergency access: To ensure emergency access and delivery of public services to an ADU, the city shall:

1. Assign and record a unique street address;
2. Verify the street address is properly installed and plainly visible from one or more adjacent public or private right-of-ways;
3. Require an improved pedestrian path from the adjacent public or private right-of-way to the ADU;
4. If a fence encloses the property, ensure that pedestrian access from the adjacent public or private right-of-way is self-evident and unobstructed, except by a functional gate; and
5. If deemed necessary by emergency personnel, require installation and maintenance of directional signage and appropriate illumination of the pedestrian path.

J. Owner occupancy: The property owner shall occupy either the principal dwelling or the ADU as a primary residence.

1. Property owner, within the context of this chapter, is defined as an immediate family member such as a parent, child, spouse, sibling, or grandchild.
2. Property owner shall submit a legal affidavit for recording with the Salt Lake County Recorder, certifying that the property is the owner's primary residence and that the owner lives on the property.
3. Upon receipt of a complaint regarding compliance with the requirements of this section, the property owner shall provide evidence to the city in the form of a driver's license, voter registration, or tax documents that list the address of the subject property as the primary residence.
4. Exceptions for owner-occupancy may be granted for up to two (2) years for temporary military or religious service, with provision of an on-site property manager during absence.

K. Short-term rental prohibited:

1. Detached ADUs shall not be used as short-term rentals as defined in HCC 10-3-6.

Table 10-35 Dimensional Standards for Detached ADUs

Standard	Requirement
<u>Minimum Lot Size</u>	<u>7,000 sq ft</u>
<u>Maximum Floor Area</u>	<u>1,000 sq ft</u>
<u>Maximum Height</u>	<u>25 ft</u>
<u>Rear Yard Setback</u>	<u>10 ft</u>
<u>Side Yard Setback</u>	<u>8 ft</u>
<u>Parking</u>	<u>1 additional off-street space</u>

10-36-6 Permitting

- A. Upon request, a property owner or authorized agent may schedule an optional pre-application meeting with the Planning Department to discuss the ADU permit process and requirements.
- B. All detached ADUs shall be processed as a permitted use upon compliance with this chapter.
- C. A building permit shall be required, and the proposed building plans shall comply with applicable building, fire, and health codes.
- D. A business license shall be required if the detached ADU is rented for long-term occupancy.
(Cross-reference: HCC 10-5-9 Permitted Uses; HCC 10-5-22 Zoning Compliance Review)

10-36-7 Additional Provisions

- A. Detached ADUs shall not be sold separately from the principal dwelling.
- B. Impact fees shall be assessed in accordance with the adopted City Fee Schedule.
- C. Unless otherwise specified within this chapter, detached ADUs shall comply with all applicable provisions of Title 10, including Chapters 10-34 (Accessory Buildings and Structures) and 10-29 (Supplementary and Qualifying Regulations).

10-36-8 Conversion of Noncompliant Accessory Structures

Existing accessory structures that do not meet current building or zoning standards for new detached ADUs may be converted only if:

- A. Criteria for Approval
 1. Lawful Establishment: The structure was legally built in accordance with prior codes or approved permits before the adoption of this chapter.
 2. Life-Safety Correction: All deficiencies necessary for safe habitation (structural stability, egress, fire safety) can be corrected without expanding the footprint or height beyond permitted limits.
 3. No Increase in Nonconformity: Conversion does not worsen existing noncompliance with setbacks, lot coverage, or height.
 4. Neighborhood Compatibility: The structure's location and design do not create unreasonable impacts on privacy, noise, or access.
 5. Utility Feasibility: Adequate water, sewer, and power connections can be provided without adverse impacts.
- B. Criteria for Denial
 1. Structure cannot be brought into compliance with minimum life-safety standards without substantial expansion.

2. Conversion would result in significant detrimental impacts (e.g., blocking emergency access and severe privacy intrusions).
 3. Utilities or infrastructure cannot be reasonably provided.
- C. Special Exception. If compliance cannot be achieved without minor expansion or modification, the applicant may request a special exception from the Planning Commission, which may impose conditions to mitigate impacts.

10-36-9 Severability

If any provision of this ordinance is declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions.

10-36-10 Effective Date

This ordinance shall take effect upon publication.