



CITY COUNCIL AGENDA

Wednesday, May 27, 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. City Status Report – April 2026 – Trevor Ram, Assistant to the City Manager
- 2.2. Discussion regarding a new development agreement for a proposed 17.95 acre mixed-use development located at approximately 3700 West 15000 South – Blake Thomas, Community Development Director
- 2.3. Discussion of the proposed fiscal year 2027 and 2028 City Manager's recommended budget (tentative budget) – Kyle Maurer, Director of Finance and Administrative Services

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. Reports, Presentations and Appointments

8.1. Oath of Office and Badge Pinning for Herriman City Chief of Police Cody Stromberg

8.2. Youth Council Legacy Project Presentation

9. Public Hearing

- 9.1. Public hearing to receive public comment on the tentative fiscal year 2027 and 2028 City of Herriman operating and capital budgets – Kyle Maurer, Director of Finance and Administrative Services
- 9.2. Public hearing and consideration of a Resolution amending the City of Herriman Master Fee Schedule – Kyle Maurer, Director of Finance and Administrative Services

10. Consent Agenda

- 10.1. Approval of Local Consent for an off-premises beer retailer license for 7-Eleven, to be issued and regulated by the Utah Department of Alcoholic Beverage Services – Sandra Llewellyn, Economic Development Coordinator
- 10.2. 2026 Tree Maintenance and Emergency Response Project Award – Justun Edwards, Director of Public Works
- 10.3. Approval of a letter of support from Herriman City to UDOT for the inclusion of the Welby Jacob Canal Trail into the Utah Trail Network – Blake Thomas, Community Development Director

11. Discussion and Action Items

- 11.1. Discussion and Consideration of Proposed 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
- 11.2. Discussion and consideration of an Underwriter Engagement Agreement with Stifel, Nicolaus & Company, Incorporated for underwriting services in relation to refinance of the 2015 A&B Sales and Franchise Tax Revenue Bonds – Kyle Maurer, Director of Finance and Administrative Services

12. Future Meetings

- 12.1. Next Planning Meeting: June 3, 2026
- 12.2. Next City Council Meeting: June 10, 2026

13. Events

13.1. Fort Herriman PRCA Rodeo: May 28 – 30; W&M Butterfield Park

13.2. Hungry Herriman Food Truck Roundup: May 25, 2026; Crane Park 5:00 p.m.

13.3. FOH: The Sound of Music Sensory Night: June 6, 2026; W&M Butterfield Park
7:30 p.m.

14. Closed Session

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

15. Adjournment

16. Recommence to Work Meeting (If Needed)

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

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

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

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



DATE: April 22, 2026
TO: The Honorable Mayor and City Council
FROM: Trevor Ram
SUBJECT: City Status Report – April 2026

RECOMMENDATION:

Staff recommend accepting the City Status Report.

ISSUE BEFORE COUNCIL:

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

ALIGNMENT WITH STRATEGIC PLAN:

CE 2 – Promote trust in government.

BACKGROUND/SUMMARY:

This is the City Status Report for April 2026.

DISCUSSION:

Attached is the City Status Report for April 2026.

ALTERNATIVES:

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

HERRIMAN CITY STATUS REPORT

AS OF APRIL 30, 2026

BUILDING PERMITS - APR 2026

Issued: (Compare previous year)

42⁽⁴¹⁾ **13**⁽⁷⁾ **111**⁽⁷⁴⁾
Residential Commercial Other

New Residential Units:

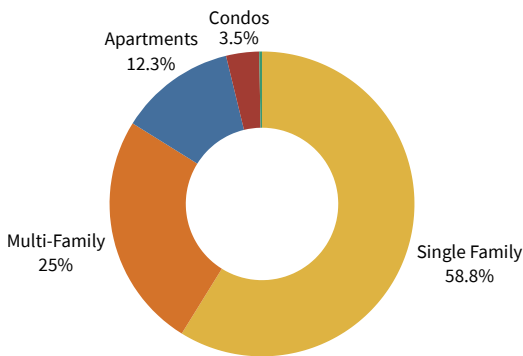
38 **0** **8** **0** **3**
Single Family Condos Townhomes Duplex I-ADUs

BUSINESSES

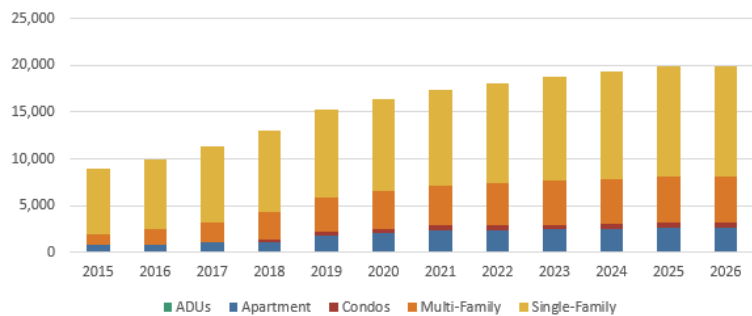
1,432 **24**
Total Businesses New Businesses

82 *Restaurants/Food*
1,144 *Home Occupation*

HOUSING BY TYPE



Herriman Housing Stock by Type: 2015-2026



65,405 **4.3%**

Population Estimate Vacancy Rate

PROJECT UPDATES

Wide Hollow Trailhead

- Finalizing utility connections to restroom
- Estimated grand opening: June 2026

6000 W (Silver Sky to Herriman Blvd)

- Construction has begun
- Contractor currently doing sewer line installation

6400 W (Herriman Blvd to Midas Creek)

- Finalizing Herriman Blvd. restriping (weather-dependent)
- Estimated completion: Summer 2026

Real Vista Widening and Traffic Signal

- Construction underway
- Estimated completion: End of 2026

HERRIMAN CITY STATUS REPORT

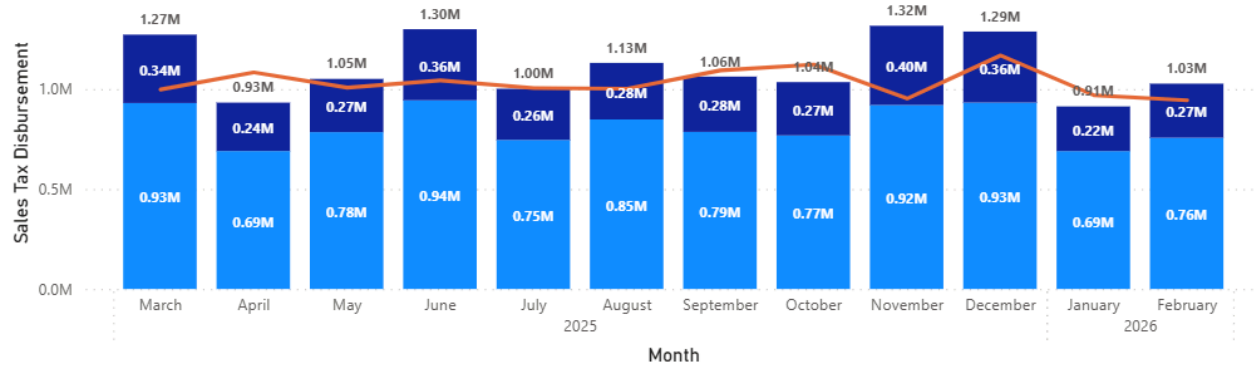
AS OF APRIL 30, 2026

SALES TAX

\$1,010,260.55 Latest Sales Tax Disbursement

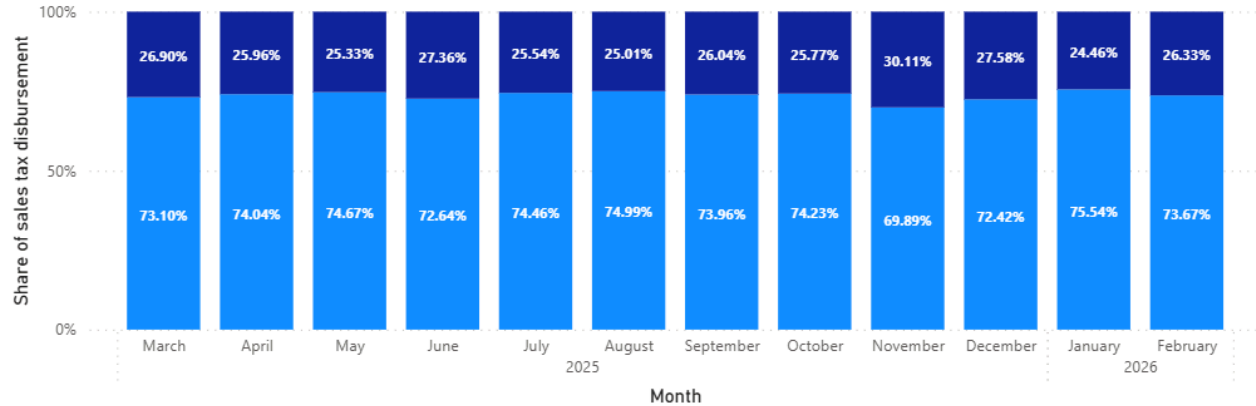
Population and direct sales-last 12 months

● 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.



DATE: May 15, 2026

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Discussion regarding a new development agreement for a proposed 17.95-acre mixed-use development located at approximately 3700 West 15000 South

RECOMMENDATION:

Staff is requesting that the City Council provide direction on whether to continue to work with the applicant to prepare a development agreement for the proposed development.

ISSUE BEFORE COUNCIL:

Does the City Council desire to have staff work with the developer to create a Master Development Agreement (MDA) for the proposed development plan?

ALIGNMENT WITH STRATEGIC PLAN:

EV 2 – Commercial Development | EV 3 – Balanced Land Use

BACKGROUND/SUMMARY:

The subject property, located at approximately 3700 West 15000 South, is currently zoned C-2 Commercial with a General Plan designation of General Retail. Edge Homes submitted an application for a General Plan amendment and rezone from C-2 to MU-2 on February 21, 2026. The application included a conceptual plan for this site proposing 149 residential units on 10.78 acres, with 4.52 acres of commercial space, including pads that could accommodate two 14,000 SF commercial buildings and a hotel. The application was heard on April 1, 2026 by the Planning Commission. Staff recommended denial of the item, citing noncompliance with standards found in section 10-14-7(E) and 10-14-6(C) of Herriman City Code. The proposed density of 13.8 DU/AC exceeds the MU-2 horizontal mixed-use limit of 10 DU/AC, and the residential portion of the proposed application occupies more than 70% of the site.

Ultimately, the Planning Commission voted 3-2 to recommend denial of both the General Plan amendment and the zoning map amendment. Commissioners expressed interest in vertical mixed-use as a potential alternative and noted the site's challenging topography as a concern. The applicant later chose not to pursue the request further, and the item has not been presented to the City Council.

DISCUSSION:

Staff met with an individual not affiliated with the original applicant to discuss development options for the subject property. It was determined that there may be an opportunity to create a desirable mixed-use development on this site by working together to create a development agreement. The agreement could help address concerns that the staff and the planning commission had with the Edge Homes concept, and that could not be addressed with the standards of the Herriman’s MU-2 zone. The applicant requested an opportunity to discuss a potential development agreement with the City Council at a work meeting to determine the city council’s interest in this project and desire to work together to create a development agreement.

Some items to consider for this site and the proposed development are listed here:

- The site has a considerable amount of grade.
 - The east side of the property is approximately 50 feet lower in elevation than the west side of the property.
- Agreement could include a trigger to ensure commercial development occurs before some or all of the residential development.
- There is no storm water outfall for this area, all runoff will need to be retained on-site and infiltrated into the ground.
- Access to the site from Mountain View Corridor
- Interaction of development with existing adjacent developments
 - Grade between properties – walls, privacy, etc.
 - Fencing/boundary separation requirements
- Camp Williams compatibility requirements

ALTERNATIVES:

The City Council can either:

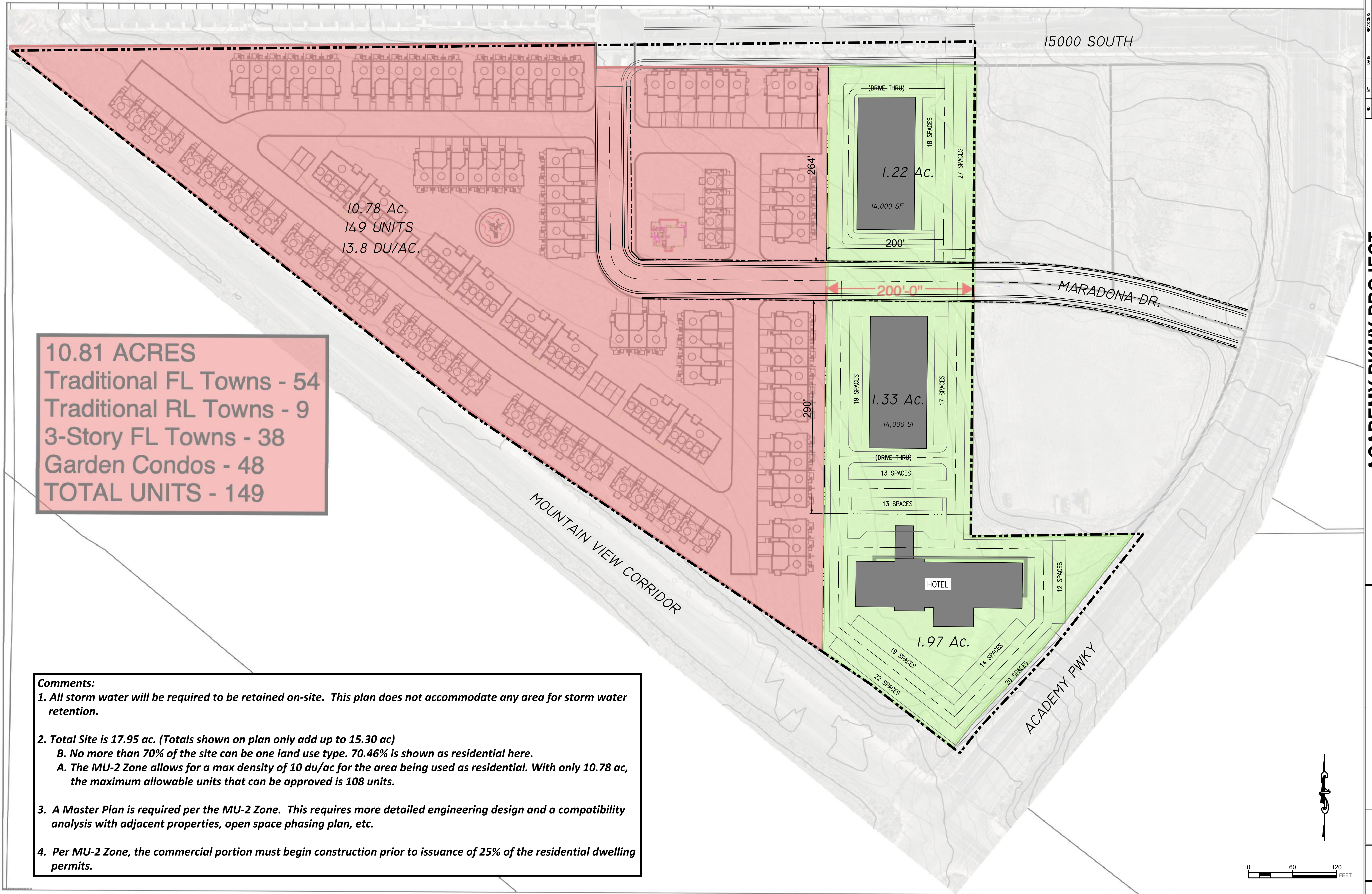
1. Direct staff to continue working with the applicant to prepare a development agreement that would follow the approval process outlined in city code; or
2. Direct staff to not proceed with the preparation of a development agreement.

FISCAL IMPACT:

A fiscal impact analysis has not been completed for this proposal. One will be completed if the Council directs staff to continue working on a development agreement for the project.

ATTACHMENTS:

- A. Concept Plan
- B. Site Zoning Map
- C. Site Topography Map



10.81 ACRES
 Traditional FL Towns - 54
 Traditional RL Towns - 9
 3-Story FL Towns - 38
 Garden Condos - 48
TOTAL UNITS - 149

10.78 Ac.
 149 UNITS
 13.8 DU/AC.

(DRIVE-THRU)
 1.22 Ac.
 14,000 SF
 18 SPACES
 27 SPACES
 200'

1.33 Ac.
 14,000 SF
 19 SPACES
 17 SPACES
 (DRIVE-THRU)
 13 SPACES
 13 SPACES

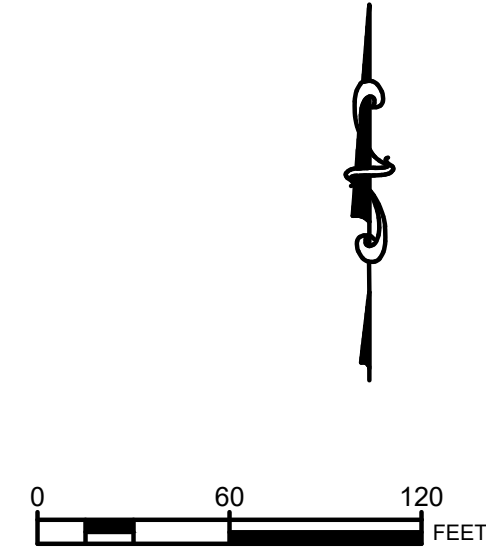
HOTEL
 1.97 Ac.
 19 SPACES
 14 SPACES
 20 SPACES
 22 SPACES
 12 SPACES

Comments:
 1. All storm water will be required to be retained on-site. This plan does not accommodate any area for storm water retention.
 2. Total Site is 17.95 ac. (Totals shown on plan only add up to 15.30 ac)
 B. No more than 70% of the site can be one land use type. 70.46% is shown as residential here.
 A. The MU-2 Zone allows for a max density of 10 du/ac for the area being used as residential. With only 10.78 ac, the maximum allowable units that can be approved is 108 units.
 3. A Master Plan is required per the MU-2 Zone. This requires more detailed engineering design and a compatibility analysis with adjacent properties, open space phasing plan, etc.
 4. Per MU-2 Zone, the commercial portion must begin construction prior to issuance of 25% of the residential dwelling permits.

NO.	BY	DATE	REVISIONS

ACADEMY PKWY PROJECT
 CONCEPT SITE PLAN
 PREPARED FOR: KEN OLSEN
 DATE SUBMITTED: 2-21-2026

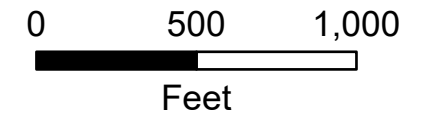
SHEET NUMBER
 1
 SCALE
 HORIZONTAL: 1"=60'
 VERTICAL: 1"=10'
 JOB NUMBER
 47-100



NOT FOR CONSTRUCTION











EXHIBIT B

HERRIMAN CITY INFORMATION MAP



--- Herriman City Boundary

Zoning

-  A-1-43
-  R-1-15
-  R-1-10
-  R-2-15
-  R-2-10
-  R-20-43
-  MU-2
-  C-2
-  FR-2.5
-  Parcels

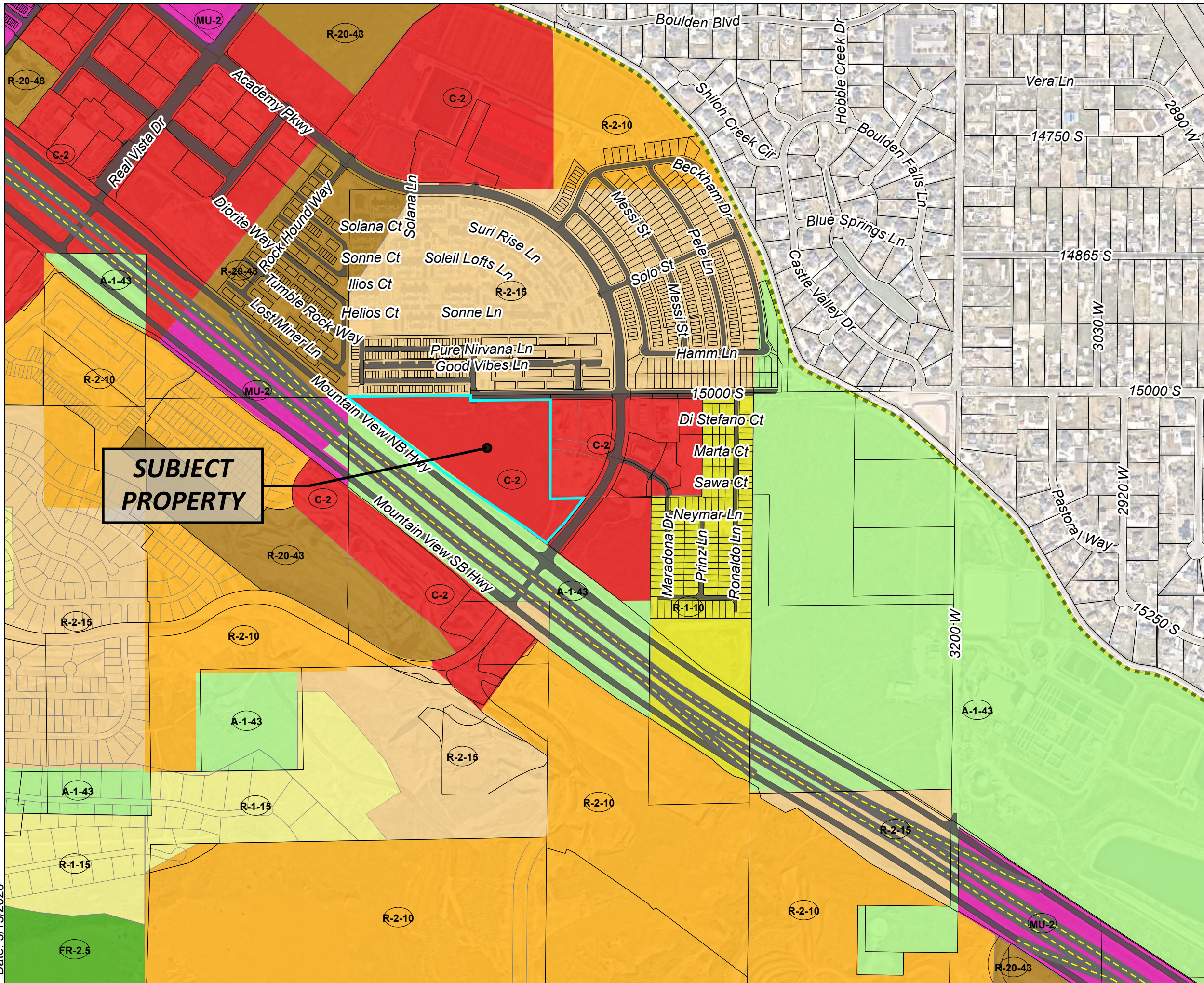
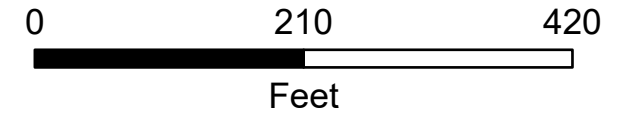


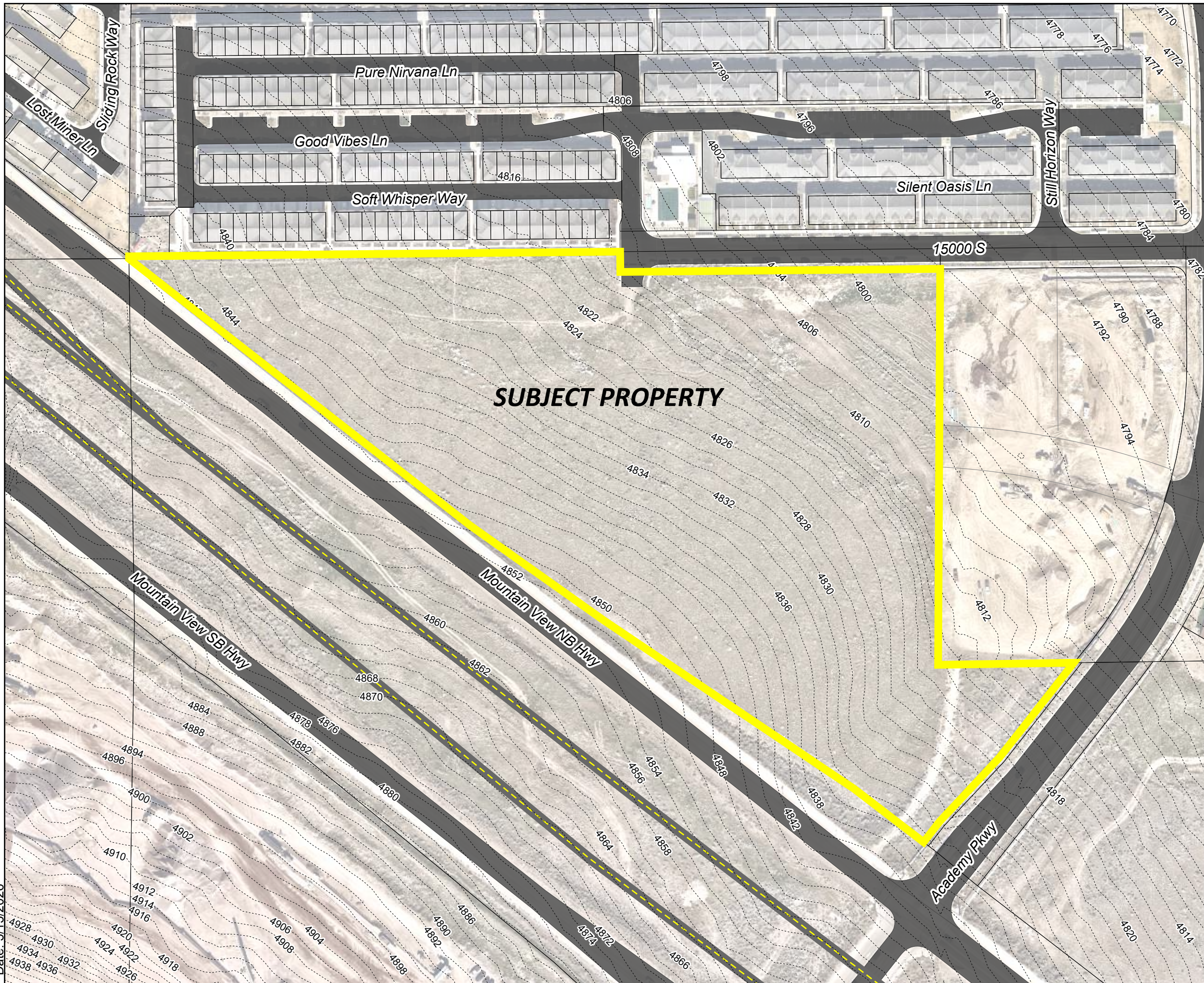


EXHIBIT C

HERRIMAN CITY INFORMATION MAP



-  Herriman City Boundary
-  Parcels



SUBJECT PROPERTY



DATE: May 17, 2026

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Discussion of the proposed fiscal year 2027 and 2028 City Manager’s recommended budget (tentative budget).

RECOMMENDATION:

N/A – This is for discussion only

ISSUE BEFORE COUNCIL:

Does the City Council have any questions regarding the tentative budget or need further information?

ALIGNMENT WITH STRATEGIC PLAN:

LV 7 – Ensure fiscal sustainability within all City functions

BACKGROUND/SUMMARY:

The City Manager’s recommended budget was presented and adopted as the tentative budget on May 13, 2026. The City Council may ask questions about the tentative budget during this time.

DISCUSSION:

This discussion item is to allow the City Council to ask questions about the tentative budget or hold a discussion about budget items. Staff will not have a predefined agenda for this item. Staff currently anticipates adopting the final budget on June 10, 2026.

ALTERNATIVES:

N/A – This is for discussion only.



DATE: May 12, 2026
TO: The Honorable Mayor and City Council
FROM: Nathan Cherpeski
SUBJECT: Oath of Office and Badge Pinning for Herriman City Chief of Police Cody Stromberg

RECOMMENDATION:

Staff recommends the Council participate in the ceremonial presentation of newly-appointed Chief of Police, Cody Stromberg.

ISSUE BEFORE COUNCIL:

No action; ceremonial presentation only.

ALIGNMENT WITH STRATEGIC PLAN:

LV 2 – Quality public safety

BACKGROUND/SUMMARY:

On May 13th, 2026, the City Council authorized the City Manager to appoint Cody Stromberg as the second Chief of Police for the Herriman City Police Department. Tonight's ceremony formally recognizes Chief Stromberg, where he will take the Oath of Office.

DISCUSSION:

Presentation only

ALTERNATIVES:

N/A – presentation only.



DATE: May 17, 2026

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Public hearing to receive public comment on the tentative fiscal year 2027 and 2028 City of Herriman operating and capital budgets

RECOMMENDATION:

N/A – This is to receive public comment only.

ISSUE BEFORE COUNCIL:

This public comment agenda item is to receive public comment on the tentative budget.

ALIGNMENT WITH STRATEGIC PLAN:

LV 7 – Ensure fiscal sustainability within all City functions

BACKGROUND/SUMMARY:

City staff have been working on the fiscal years 2027 and 2028 budgets since January 2026. Presentations and discussions with the City Council regarding the budgets began in January 2026. The City released its tentative budget for public inspection on May 6, 2026, and was adopted by the City Council on May 13, 2026. The City Council is currently scheduled to adopt the final budget on June 10, 2026. Staff and the City Council are requesting public input on the proposed budget. The full tentative budget can be viewed at: <https://www.herriman.gov/budgets>.

DISCUSSION:

Staff have prepared a tentative budget for fiscal years 2027 and 2028, which is available to view at <https://www.herriman.org/budgets>. The tentative budget outlines the City's planned revenues and expenditures for fiscal years 2027 and 2028.

ALTERNATIVES:

N/A – This is to receive public comment only. No action will be taken.





DATE: May 18, 2026

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Public hearing and consideration of a Resolution amending the City of Herriman Master Fee Schedule

RECOMMENDATION:

Staff recommends approval of the Resolution

ISSUE BEFORE COUNCIL:

Should the City Council approve the Master Fee Schedule as presented?

ALIGNMENT WITH STRATEGIC PLAN:

LV 7 – Ensure fiscal sustainability within all City functions

BACKGROUND/SUMMARY:

The City recently completed a Development Services Fee Study, which was presented to the City Council on May 13, 2026. In addition, a few other fees were requested by City departments.

DISCUSSION:

The City’s recently completed Development Services Fee Study was presented to the City Council on May 13, 2026. In addition, the following fees were requested to be added by City departments:

- Land Use Appeals (Legal) - \$812.00
- Variance (Legal) - \$812.00
- Other Appeals and Requests (Legal) - \$812.00
- Rocky Mountain Power Connection Fee (Engineering) (for new subdivision streetlights)
– Actual amount charged by Rocky Mountain Power
- Declaration of Candidacy Fee (Recorder’s Office) - \$25.00 per declaration

ALTERNATIVES:

The City Council may decline to adopt fees as recommended or may change the amount.

FISCAL IMPACT:

Fiscal impacts are dependent on the number of fees charged by the City. The City's consultant for the Development Services Fee Study recommended a 22% reduction in single family building permit fees and a 58% reduction in multi-family building permit fees. However, other fee types increased based on the amount of staff time to process.

ATTACHMENTS:

Proposed Master Fee Schedule
Resolution

City of Herriman - Master Fee Schedule
Development Services Fees
Effective July 1, 2026

Type	Fee	Billing
Building Fees - Effective July 1, 2026		
Building Permit - Single Family Dwelling, Unattached (SFD)		
Building Value = \$2,000 or less	\$19 for 1st \$500 value + \$3.88 for each additional \$100 to \$2,000	Per Permit
Building Value = \$2,001 to \$25,000	\$88 for 1st \$2,000 value + \$16.28 for each additional \$1,000 to \$25,000	Per Permit
Building Value over \$25,001 to \$50,000	\$519 for 1st \$25,000 value + \$13.96 for each additional \$1,000 to \$50,000	Per Permit
Building Value over \$50,001 to \$100,000	\$902 for 1st \$50,000 value + \$10.86 for each additional \$1,000 to \$100,000	Per Permit
Building Value over \$100,001 to \$500,000	\$1,507 for 1st \$100,000 value + \$6.98 for each additional \$1,000 to \$500,000	Per Permit
Building Value over \$500,001 to \$1,000,000	\$5,260 for 1st \$500,000 value + \$4.65 for each additional \$1,000 to \$1,000,000	Per Permit
Building Value = \$1,000,000 and up	\$8,276 for 1st \$1,000,000 value + \$3.88 for each additional \$1,000 or fraction thereof	Per Permit
Building Permit - Multi-Family Dwellings (A)		
Building Value = \$100,000 to \$500,000	\$952 for 1st \$100,000 value + \$5.93 for each additional \$1,000 value	Per Permit
Building Value = \$500,000 to \$1,000,000	\$3,324 for 1st \$500,000 value + \$3.81 for each additional \$1,000 value	Per Permit
Building Value over \$1,000,000	\$5,229 for 1st \$1,000,000 value + \$2.96 for each additional \$1,000 value	Per Permit
Building Permit - Non-Residential Buildings (A)		
Building Value = \$100,000 to \$500,000	\$1,993 for 1st \$100,000 value + \$12.40 for each additional \$1,000 value	Per Permit
Building Value = \$500,000 to \$1,000,000	\$6,954 for 1st \$500,000 value + \$7.97 for each additional \$1,000 value	Per Permit
Building Value over \$1,000,000	\$10,941 for 1st \$1,000,000 value + \$6.20 for each additional \$1,000 value	Per Permit
Building Permit - All Other (B) (Addition, Basement, Non-Buildings, Remodel, Tenant Improvement, I-ADUs, etc.)		
Building Value = \$2,000 or less	\$36 for 1st \$500 value + \$4.71 for each additional \$5,000 value	Per Permit
Building Value = \$2,001 to \$25,000	\$107 for 1st \$2,000 value + \$21.62 for each additional \$1,000 value	Per Permit
Building Value = \$25,001 to \$50,000	\$605 for 1st \$25,000 value + \$15.60 for each additional \$1,000 value	Per Permit
Building Value = \$50,001 to \$100,000	\$994 for 1st \$50,000 value + \$10.81 for each additional \$1,000 value	Per Permit
Building Value = \$100,001 to \$500,000	\$1,535 for 1st \$100,000 value + \$8.65 for each additional \$1,000 value	Per Permit
Building Value = \$500,001 to \$1,000,000	\$4,995 for 1st \$500,000 value + \$7.34 for each additional \$1,000 value or fraction of	Per Permit
Building Value over \$1,000,000	\$8,663 for 1st \$1,000,000 value + \$5.64 for each additional \$1,000 value or fraction of	Per Permit
Building Permit - Deck, Walkout, Demolition, Retaining Wall +4'		
Walkout Permit	\$292.00	Per Permit
Residential Solar Permit	\$118.00	Per Permit
Re-Roof Permit	\$118.00	Per Permit
Covered Deck Permit	\$222.00	Per Permit
Deck Permit	\$139.00	Per Permit
Demolition Permit	\$77.00	Per Permit
Fence Permit	\$77.00	Per Permit
Residential Rock/Masonry Wall Permit	\$102.00	Per Permit
Commercial Rock/Masonry Wall Permit	\$147.00	Per Permit
Residential Pool Permit	\$298.00	Per Permit
Building Permit - Sign	\$159.00	Per Sign
Electrical Permit: (Residential/Non-Residential)	\$100/\$153	Per Permit
Each additional meter on the same inspection	\$10.00	Per Permit
Temporary Power (Each Meter Base)	\$47.00	Per Permit
For Each New or Modified Circuit	\$5.00	Per Permit
Mechanical Permit: (Residential/Non-Residential)	\$100/\$153	Per Permit
Plumbing Permit: (Residential/Non-Residential)	\$100/\$153	Per Permit

City of Herriman - Master Fee Schedule
Development Services Fees
Effective July 1, 2026

Type	Fee	Billing
Plan Review Fee		
Residential/Commercial - 1 st Time Review	65% of building permit	Per Permit
SFD - Card Files (multiple use plans)	15% of building permit	Per Permit
Tenant Finish, Addition/Remodel, etc.	\$183.00 min, up to 65% of building permit	Per Permit
Fences	\$48.00	Per Permit
Residential Rock/Masonry Finish	\$92.00	Per Permit
Commercial Rock/Masonry Finish	\$185.00	Per Permit
Zoning Review Fee	\$109.00	Per Occurrence
State Surcharge	1% x (Building Permit + Electrical Permit+ Plumbing Permit + Mechanical Permit)	Per Permit
Restamp/Permit Transfer Fee	\$115.00	Per Occurrence
Reinspection Fee	\$265.00	Per Occurrence
Olympia PID Contract Administrative Fee	2.5% of Contract Amount	Per Contract
Planning Fees - Effective July 1, 2026		
Appeals and Requests		
Determination of Non-conforming Use or Structure	\$100.00	Per hour
Administrative Interpretation	\$232.00	Per Application
Zoning Verification	\$100	Per hour
Land Use Appeals	\$812.00	Per Application
Variance	\$812.00	Per Application
Other Appeals and Requests	\$812.00	Per Application
Conditional Use		
Residential Use	\$2,787.00	Per Dwelling Unit
Commercial- Industrial	\$2,787.00	Per Application
Site Plan Review	\$2,188.00	Per Application
Conditional Use Extension	\$499.00	Per Application
Conditional Use Fee When Required With Any Application	\$449.00	Per Application
Home Occupation Customer	\$150.00	Per Application
Home Occupation Non-Customer	\$50.00	Per Application
Conditional Use Amendment	\$299.00	Per Application
Change of Use	\$175.00	Per Application
Temporary Use Permit (Circus, Carnival, Christmas Tree Sales, Fireworks Sales, etc.)	\$175.00	Per Application
Temporary Sign Permit	\$125.00	Per Application
Division of a Two-family Dwelling	\$1,132.00	Per Application
General Plan Amendment	\$1,689.00	Per Application
Master Plan Agreement (including LPMPC)	\$4,708.00	Per Application
Master Plan Agreement Amendment	\$2,945.00	Per Application
Master Plan Agreement Amendment Minor	\$559.00	Per Application
Accessory Dwelling Unit	\$559.00	Per Application
Minor Subdivision		
Minor Subdivision Fee (4 lots or less)	\$889.00	Per Application
Duplex Lot Split	\$274.00	Per Application
Subdivision Research	\$242.00	Per Application
Engineering Review Fee	\$3,000 plus 3.17% of bond amount	Per Application
Planned Unit Development		
Residential Use	\$2783.00	Per Application
Commercial- Industrial	\$2783.00	Per Application
Engineering		
Engineering Review Fee	\$3,000 plus 3.17% of bond amount	Per Application
MDA Site Plan Administrative Review Fee	\$1,663.00	Per Application
Special Exception	\$549.00	Per Application
Regular Subdivision		
Preliminary Subdivision Application Fee	\$2,510.00	Per Application
Engineering Review Fee	\$3,000.00 plus 3.17% of bond amount	Per Application
Site Plan Fee	\$841.00	Per Application
Subdivision Extension	\$449.00	Per Application
Subdivision Amendment	\$2,311.00	Per Application
Property Lot Line Adjustment	\$1,664.00	Per Application
Bond Processing Fee	\$160.00	Per Application
Street Dedication	\$2,289.00	Per Application
Zoning Text Amendment Fee	\$1,064.00	Per Application

City of Herriman - Master Fee Schedule

Development Services Fees

Effective July 1, 2026

Type	Fee	Billing
Zoning Map Amendment Fee	\$798.00	Per Application
Small Wireless Facilities		
Collocating on an existing or replacement Utility Pole or Wireless Support Structure	\$100.00	Per collocation
Installing, modifying, or replacing a Utility Pole in connection	\$250.00	Per Utility Pole
Installing, modifying, or replacing a Utility Pole in connection with a Discretionary Use	\$1,000.00	Per Utility Pole
State Licensing Fees		
The greater of: (i) 3.5% of all gross revenue related to the Provider's use of ROW for Small Wireless Facilities, or (ii) \$250 annually for each Small Wireless Facility	3.5% of gross Revenue \$250.00	
Small Wireless Facilities Collocated on City-owned Utility Poles	\$50.00	Annually
Other Fees		
Deviation to the Standard Application	\$164.00	Per Application
Preliminary Condominium Application Fee HCC 10-5-19	\$2,568.00	Per Application
Permitted Use Determination Fee HCC 10-5-9	\$299.00	Per Application
Comprehensive Sign Plan HCC 10-5-12 & 10-27-9	\$200.00	Per Application
Excessive Design Review Fee	Based on Hourly Rate and Actual Time Spent	Per Application
Engineering Fees - Effective July 1, 2026		
Engineering Fees		
Engineering Review Fee	\$3,000 plus 3.17% of bond amount \$500 plat amendment (lot line adjustments)	Per Application
Hydraulic Modeling Development Review		
Master Plan Developments	To be determined by Hansen Allen & Luce	Per Instance
Multi-Family or Commercial Developments	\$50.00 per gross acre or \$750.00, whichever is greater	Per Instance
Single-Family Residential Developments	\$15.00 per unit or \$750.00, whichever is greater	Per Instance
Rocky Mountain Power Connection Fee	Actual Amount Charged by Rocky Mountain Power	Per Connection
Bond Processing Fee	\$160.00	Per Application
Land Disturbance Permit		
Asphalt / Concrete Fee	\$250.00	Per Cut
Asphalt / Concrete Fee sq. ft. charge	\$0.50 x sq.ft. (length x width) of cut	Per Cut
Shoulder / Landscape Fee	\$125.00	Per Cut
Shoulder / Landscape Fee sq. ft. charge	\$0.25 x sq.ft. (length x width) of cut	Per Cut
Boring Fee	\$150.00	Per Bore
Boring Fee sq. ft. charge	\$0.50 x sq.ft. (length x width) of cut	Per Bore
Lane Closure (1st day free)	\$50 x # lanes x # days	Per Closure
Water Meter Move	\$125.00 + \$0.25 per ft. meter is moved	Per Cut
Micro Trenching	\$100.00 + 0.45 per Linear Foot	Per Linear Foot
Grading:	\$23.50	Per Permit
50 Cu.Yds. Or less	\$23.50	Per Permit
51 to 100 Cu.Yds.	\$37.00	Per Permit
101 to 1000 Cu.Yds.	\$37.00 + \$17.50 each additional 100	Per Permit
1,001 to 10,000 Cu.Yds.	\$194.50 + \$14.50 each additional 1,000	Per Permit
10,001 to 100,000 Cu.Yds.	\$325 + \$60 each additional 10,000	Per Permit
100,001 to 200,000 Cu.Yds.	\$919.00 + 36.50 each additional 10,000	Per Permit
Inspections Outside of Normal Business Hours	\$87 per hour	Per Hour
Reinspection Fees Assessed under Provisions of Section 108.8	\$87 per hour	Per Hour
Inspections for Which No Fee is Specifically Indicated	\$87 per hour	Per Hour
Other Fees		
Floodplain Development Permit Application	\$439 + Invoice from Third-Party Review	Per Application
Public Works Re-Inspection Fee	Based on Hourly Rate and Actual Time Spent	Per Inspection
Public Works Overtime Inspection Fee	Based on Hourly Rate and Actual Time Spent	Per Inspection
Water Fees		
Water Connection Fees		
Full Installation 3/4" Meter	\$1,585.00	Per Connection
Full Installation 1" Meter	\$1,785.00	Per Connection
Full Installation 1-1/2" Meter	\$1,800.00	Per Connection
Full Installation 2" Meter	\$2,500.00	Per Connection
3/4" Meter Only Installation and Inspection	\$300.00	Per Connection
1" Meter Only Installation and Inspection	\$425.00	Per Connection
1-1/2" Meter Only Installation and Inspection	\$1,000.00	Per Connection
2" Meter Only Installation and Inspection	\$1,150.00	Per Connection
Building Construction Water Use (Jumper)	\$131.00	Per Connection

City of Herriman - Master Fee Schedule
Development Services Fees
Effective July 1, 2026

Type	Fee	Billing
Water Connection Fees Outside City Limits		
Full Installation 3/4" Meter	\$1,585.00	Per Connection
Full Installation 1" Meter	\$1,785.00	Per Connection
Full Installation 1-1/2" Meter	\$1,800.00	Per Connection
Full Installation 2" Meter	\$2,500.00	Per Connection
3/4" Meter Only Installation and Inspection	\$300.00	Per Connection
1" Meter Only Installation and Inspection	\$425.00	Per Connection
1-1/2" Meter Only Installation and Inspection	\$1,000.00	Per Connection
2" Meter Only Installation and Inspection	\$1,150.00	Per Connection
Building Construction Water Use	\$131.00	Per Connection
Water Connection *3/4" Meter	\$300.00	Per Permit
Construction Water Fee - 3" Hydrant Meter		
Deposit	\$1,000	Per rental
Monthly Rental Fee	\$220	Monthly /
Non Compliant Penalty	\$440.00 Monthly Rental Fee Increase	Monthly until
Usage Fee	\$2.50 / 1,000 gallons	Compliant
Delinquency Fee for Non Payment	\$75	Monthly
Penalty Fee for Late Payment	1.5% of unpaid balance	Monthly until paid

City of Herriman - Master Fee Schedule Impact Fees

Type	Fee	Billing
Transportation Impact Fees*		
*The City may choose to refer to additional land use categories as found in the ITE manual, 11th edition, when calculating impact fees.		
Industrial Park	\$798.24 per 1,000 Square Feet Gross Floor Area	Per Permit
Manufacturing	\$1,271.83 per 1,000 Square Feet Gross Floor Area	Per Permit
Warehousing	\$411.04 per 1,000 Square Feet Gross Floor Area	Per Permit
Mini-Warehouse	\$384.23 per 1,000 Square Feet Gross Floor Area	Per Permit
Mini-Warehouse	\$5,349.42 per Storage Units (100s)	Per Permit
Single-Family Detached Housing	\$2,707.47 per Dwelling Unit	Per Permit
Single-Family Attached Housing (Shared Wall With Adjoining Unit)	\$1,956.89 per Dwelling Unit	Per Permit
Multi-Family Housing (Low-Rise) - Not Close to Rail Transit	\$1,849.66 per Dwelling Unit	Per Permit
Multi-Family Housing (Mid-Rise) - Not Close to Rail Transit 4-10 Stories	\$1,328.42 per Dwelling Unit	Per Permit
Mobile Home Park	\$2,344.09 per Occupied Dwelling Unit	Per Permit
Assisted Living	\$1,233.11 per Bed	Per Permit
Hotel	\$1,739.45 per Room	Per Permit
Movie Theater	\$23,259.25 per Movie Screen	Per Permit
Elementary School	\$676.12 per Student	Per Permit
Middle School/Junior High School	\$622.51 per Student	Per Permit
High School	\$577.83 per Student	Per Permit
Private School (K-8)	\$1,224.17 per Student	Per Permit
Church	\$2,263.67 per 1,000 Square Feet of Gross Floor Area	Per Permit
Day Care Center	\$6,555.12 per 1,000 Square Feet of Gross Floor Area	Per Permit
Library	\$21,460.23 per 1,000 Square Feet of Gross Floor Area	Per Permit
Hospital	\$7,109.72 per 1,000 Square Feet of Gross Floor Area	Per Permit
General Office Building	\$2,332.18 per 1,000 Square Feet Gross Floor Area	Per Permit
Medical-Dental Office Building (Stand-Alone)	\$10,135.90 per 1,000 Square Feet Gross Floor Area	Per Permit
Business Park	\$2,969.58 per 1,000 Square Feet Gross Floor Area	Per Permit
Building Material and Lumber Store	\$3,484.87 per 1,000 Square Feet Gross Floor Area	Per Permit
Nursery (Garden Center)	\$20,283.71 per 1,000 Square Feet Gross Floor Area	Per Permit
Shopping Center (>300k)	\$8,779.45 per 1,000 Square Feet Gross Leasable Area	Per Permit
Shopping Center (150-300k)	\$7,695.57 per 1,000 Square Feet Gross Leasable Area	Per Permit
Shopping Center (40-150k)-Supermarket - Yes	\$18,126.67 per 1,000 Square Feet Gross Leasable Area	Per Permit
Shopping Center (40-150k)-Supermarket - No	\$11,684.13 per 1,000 Square Feet Gross Leasable Area	Per Permit
Strip Retail Plaza (<40k)	\$9,730.82 per 1,000 Square Feet Gross Leasable Area	Per Permit
Automobile Sales (New)	\$8,292.20 per 1,000 Square Feet Gross Floor Area	Per Permit
Automobile Sales (New)	\$8,059.87 per 1,000 Square Feet Gross Floor Area	Per Permit
Tire Store	\$6,375.52 per 1,000 Square Feet Gross Floor Area	Per Permit
Supermarket	\$20,891.45 per 1,000 Square Feet Gross Floor Area	Per Permit
Convenience Market	\$95,148.95 per 1,000 Square Feet Gross Floor Area	Per Permit
Drive-in Bank	\$19,137.73 per 1,000 Square Feet Gross Floor Area	Per Permit

City of Herriman - Master Fee Schedule Impact Fees

Type	Fee	Billing
High-Turnover (Sit-Down) Restaurant	\$17,614.21 per 1,000 Square Feet Gross Floor Area	Per Permit
Fast Food Without Drive-Through Window	\$55,410.72 per 1,000 Square Feet Gross Floor Area	Per Permit
Fast Food Restaurant With Drive-Through Window	\$60,063.02 per 1,000 Square Feet Gross Floor Area	Per Permit
Automobile Care Center	\$12,393.62 per 1,000 Square Feet Gross Floor Area	Per Permit
Gasoline/Service Station	\$22,030.40 per Vehicle Fueling Position	Per Permit
Convenience Store/Gas Station-GFA (2-4k)	\$27,659.12 per Vehicle Fueling Position	Per Permit
Convenience Store/Gas Station-GFA (4-5.5k)	\$26,668.34 per Vehicle Fueling Position	Per Permit
Convenience Store/Gas Station-GFA (5.5-10k)	\$26,650.00 per Vehicle Fueling Position	Per Permit
Self Service Car Wash	\$32,168.00 per Wash Stall	Per Permit
Fire Impact Fees		
Residential	\$549.16	Per Unit
Non-Residential	\$0.43	Per Square Foot
Police Impact Fees		
Residential	\$201.13	Per Unit
Non-Residential	\$0.35	Per Square Foot
Storm Drain Impact Fees		
Storm Drain Impact Fee-Main Herriman	\$2,610.84 per acre	Per Application
Storm Drain Impact Fee-Towne Center	\$4,088.17 per acre	Per Application
Parks Impact Fee		
Single Family Dwelling	\$3,550.64	Per Permit
Multi-Family Dwelling	\$3,151.19	Per Dwelling Unit
Water Impact Fee Schedule		
Townhome (Single Family Unit)	Indoor: \$964.00 Outdoor: \$995.00 = \$1,959	Per Connection
Single Family < 0.24 Acre Lot	Indoor: \$964.00 Outdoor: \$4,310.00 = \$5,274.00	Per Connection
Single Family 0.25 to 0.49 Acre Lot	Indoor: \$964.00 Outdoor \$5,968.00 = \$6,932.00	Per Connection
Single Family 0.50 to 0.74 Acre Lot	Indoor: \$964.00 Outdoor \$7,295.00 = \$8,259.00	Per Connection
Single Family 0.75 to 0.99 Acre Lot	Indoor: \$964.00 Outdoor \$7,626.00 = \$8,590.00	Per Connection
Single Family 1 Acre Lot	Indoor: \$964.00 Outdoor \$8,621.00 = \$9,585.00	Per Connection
Lots larger than 1 acre will be charged the secondary fee only for additional acreage		Per Acre
Multi-Family/Non-Residential Users		
3/4" and Smaller Meter - ERC Conversion: 1	Culinary: \$5,274.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection
1" Meter - ERC Conversion: 1.67	Culinary: \$8,808.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection
1-1/2" Meter - ERC Conversion: 3.33	Culinary: \$17,562.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection
2" Meter - ERC Conversion: 5.33	Culinary: \$28,110.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection
3" Meter - ERC Conversion: 11.67	Culinary: \$61,548.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection
4" Meter - ERC Conversion: 20.00	Culinary: \$105,480.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection
6" Meter - ERC Conversion: 41.67	Culinary: \$219,768.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection
8" Meter - ERC Conversion: 60	Culinary: \$316,440.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection
10" Meter - ERC Conversion: 96.67	Culinary: \$509,838.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection
12" Meter - ERC Conversion: 143.33	Culinary: \$755,922.00 Secondary (Per 1,000 Sq. Ft) \$776.00	Per Connection

**City of Herriman - Master Fee Schedule
Impact Fees**

	Type	Fee	Billing
	Non-Residential Impact Fee (Landscape Only)	Irrigable Area (SF) 1,000 Peak Daily Demand (gpm) Impact Fee (\$/1,000 SF) \$776.00	Per Thousand Square Feet

City of Herriman - Master Fee Schedule Utility Billing Fees

Type	Fee	Fee
Municipal Water Rates		
Base Rates		
Culinary Residential Zones 1-9 Without Secondary Access		
Culinary Master Meter-Residential/Nonresidential Zones 1-4		
Culinary Outdoor Irrigation Zones 1-4		
3/4" & 1"	\$34.37	Monthly
1.5"	\$47.07	Monthly
2"	\$68.71	Monthly
3"	\$137.42	Monthly
4"	\$290.63	Monthly
6"	\$430.80	Monthly
8"	\$591.08	Monthly
10" meter	\$937.41	Monthly
Culinary Residential Zones 1-4 With Secondary Access		
3/4" and 1"	\$22.90	Monthly
Culinary Master Meter-Residential/Nonresidential Zones 5-6 Without Secondary Access		
Culinary Outdoor Irrigation Zones 5-6		
3/4" and 1"	\$37.72	Monthly
1.5"	\$51.67	Monthly
2"	\$75.44	Monthly
3"	\$150.88	Monthly
4"	\$319.12	Monthly
6"	\$473.04	Monthly
8"	\$649.00	Monthly
10"	\$1,029.28	Monthly
Culinary Master Meter-Residential Nonresidential Zones 7-9		
3/4" and 1"	\$46.66	Monthly
1.5"	\$64.08	Monthly
2"	\$93.56	Monthly
3"	\$187.09	Monthly
4"	\$395.71	Monthly
6"	\$586.56	Monthly
8"	\$804.76	Monthly
10"	\$1,276.32	Monthly
Culinary Southeast Herriman-Bluffdale Residential		\$17.04
Culinary Southwest Herriman-Bluffdale Commercial		\$42.58
Secondary Residential 3/4" & 1" Zones 1-4		\$11.46
Secondary MM Residential/Nonresidential Zones 1-4		
3/4" and 1"	\$30.91	Monthly
1.5"	\$42.36	Monthly
2"	\$61.83	Monthly
3"	\$123.67	Monthly
4"	\$261.57	Monthly
6"	\$387.72	Monthly
8"	\$531.97	Monthly
10"	\$843.68	Monthly
Culinary Outdoor Irrigation Zones 7-9		
3/4" and 1"	\$46.78	Monthly
1.5"	\$64.08	Monthly

City of Herriman - Master Fee Schedule Utility Billing Fees

Type	Fee	Fee
2"	\$93.56	Monthly
3"	\$187.09	Monthly
4"	\$395.71	Monthly
6"	\$586.56	Monthly
8"	\$804.76	Monthly
10"	\$1,276.32	Monthly
Hi Country I and II Wholesale	\$35.96	Monthly
Volume (Consumption) Rates (Per Thousand Gallons) See Appendix A for Tier Volume Breaks		
Culinary Residential 3/4" and 1" Without Access to Secondary Water - Zones 1-4		
Tier 1	\$2.04	Monthly
Tier 2	\$2.16	Monthly
Tier 3	\$2.49	Monthly
Tier 4	\$3.21	Monthly
Tier 5	\$4.15	Monthly
Tier 6	\$5.54	Monthly
Culinary Residential 3/4" and 1" Without Access to Secondary Water - Zones 5-6		
Tier 1	\$2.24	Monthly
Tier 2	\$2.38	Monthly
Tier 3	\$2.74	Monthly
Tier 4	\$3.53	Monthly
Tier 5	\$4.57	Monthly
Tier 6	\$6.09	Monthly
Culinary Residential 3/4" and 1" Without Access to Secondary Water - Zones 7-8		
Tier 1	\$2.77	Monthly
Tier 2	\$2.94	Monthly
Tier 3	\$3.38	Monthly
Tier 4	\$4.37	Monthly
Tier 5	\$5.65	Monthly
Tier 6	\$7.53	Monthly
Culinary Residential 3/4" and 1" With Access to Secondary Water		
Tier 1	\$2.04	Monthly
Tier 2	\$2.16	Monthly
Tier 3	\$2.86	Monthly
Tier 4	\$3.69	Monthly
Tier 5	\$4.78	Monthly
Tier 6	\$6.36	Monthly
Culinary Master Meter-Residential/Nonresidential Zones 1-4 (All Meter Sizes)	\$2.49	Monthly
Culinary Master Meter-Residential/Nonresidential Zones 5-6, Culinary Wholesale	\$2.74	Monthly
Culinary Master Meter-Residential/Nonresidential Zones 7-9	\$3.41	Monthly
Culinary Southeast Herriman (Residential & Commercial)		
Tier 1	\$3.27	Monthly
Tier 2	\$3.90	Monthly
Tier 3	\$4.97	Monthly
Tier 4	\$5.97	Monthly
Secondary Residential & Master Meter Residential/Nonresidential Zones 1-4		
Tier 1	\$1.73	Monthly
Tier 2	\$1.99	Monthly
Tier 3	\$2.57	Monthly

City of Herriman - Master Fee Schedule Utility Billing Fees

Type	Fee	Fee
Tier 4	\$3.32	Monthly
Tier 5	\$4.43	Monthly
Culinary Outdoor Irrigation Zones 1-4		
Tier 1	\$2.16	Monthly
Tier 2	\$2.49	Monthly
Tier 3	\$3.21	Monthly
Tier 4	\$4.15	Monthly
Tier 5	\$5.54	Monthly
Culinary Outdoor Irrigation Zones 5-6		
Tier 1	\$2.38	Monthly
Tier 2	\$2.74	Monthly
Tier 3	\$3.53	Monthly
Tier 4	\$4.57	Monthly
Tier 5	\$6.09	Monthly
Culinary Outdoor Irrigation Zones 7-9		
Tier 1	\$2.94	Monthly
Tier 2	\$3.38	Monthly
Tier 3	\$4.37	Monthly
Tier 4	\$5.65	Monthly
Tier 5	\$7.53	Monthly
<i>*Customers Outside of the City of Herriman will be charged two times the applicable rate schedule listed above.</i>		
Olympia Culinary Residential 3/4" and 1" Without Access to Secondary Zones 1-4		
Tier 1	\$3.81	Monthly
Tier 2	\$3.93	Monthly
Tier 3	\$4.26	Monthly
Tier 4	\$4.98	Monthly
Tier 5	\$5.92	Monthly
Tier 6	\$7.31	Monthly
Olympia Culinary Residential 3/4" and 1" Without Access to Secondary Zones 5-6		
Tier 1	\$4.01	Monthly
Tier 2	\$4.15	Monthly
Tier 3	\$4.51	Monthly
Tier 4	\$5.30	Monthly
Tier 5	\$6.34	Monthly
Tier 6	\$7.86	Monthly
Olympia Culinary Master Meter-Residential/Non Residential Zones 1-4		
	\$4.26	Monthly
Olympia Culinary Master Meter-Residential/Non Residential Zones 5-6		
	\$4.51	Monthly
Olympia Culinary Outdoor Irrigation Zones 1-4		
Tier 1	\$3.93	Monthly
Tier 2	\$4.26	Monthly
Tier 3	\$4.98	Monthly
Tier 4	\$5.92	Monthly
Tier 5	\$7.31	Monthly
Olympia Culinary Outdoor Irrigation Zones 5-6		
Tier 1	\$4.15	Monthly
Tier 2	\$4.51	Monthly
Tier 3	\$5.30	Monthly
Tier 4	\$6.34	Monthly
Tier 5	\$7.86	Monthly

City of Herriman - Master Fee Schedule Utility Billing Fees

Type	Fee	Fee
Storm Drain Utility Billing Fees		
Storm Drain Fee Single Family Residential (Class 1)	\$7.00	Per ERU
Storm Drain Fee Multi-Family Residential (Class 2 - Townhomes and Duplexes)	\$4.90	Per ERU
Storm Drain Fee Multi-Family Residential (Class 3 - Stacked Housing/Condominium)	\$4.20	Per ERU
Storm Drain Fee Institutional/Commercial/Apartments/Industrial (Class 4)	ERU for Unit * \$7.00/month + any approved water quality credits= monthly fee up to 50%	Per ERU
*An ERU is defined as an equivalent residential Unit. For single family residence it is 1.0, for all other properties it is defined as the square footage of impervious surface of a property divided by 4,000 square feet.		
Other Fees		
Jumpers & Cheaters - 1 st Offense	\$120.00	Per Offense
Jumpers & Cheaters - 2 nd Offense	\$500.00	Per Offense
Jumpers & Cheaters - Additional Offenses	\$1,000.00	Per Offense
Park Fee	\$5.00	Monthly
Reconnection Fee	\$75.00	Per Disconnect

**City of Herriman - Fee Schedule Appendix A
Tier Volume Breaks (Thousands of Gallons)**

	1" and Smaller	1.5"	2"	3"	4"	6"	8"	10"
Culinary Residential 3/4" and 1" Without Access to Secondary Water (All Zones)								
Culinary Residential Zone 1-4 With Access to Secondary Water								
Tier 1	0-5							
Tier 2	5-10							
Tier 3	10-25							
Tier 4	25-45							
Tier 5	45-70							
Tier 6	>70							
Culinary Southeast Herriman (Residential and Commerical)								
Tier 1	0-10							
Tier 2	0-50							
Tier 3	50-100							
Tier 4	>100							
Secondary Residential								
Secondary MM Residential/Nonresidential Zones 1-4								
Culinary Outdoor Irrigation (All Zones)								
Tier 1	0-10	0-17	0-27	0-50	0-83	0-167	0-267	0-383
Tier 2	10-25	17-66	27-107	50-200	83-333	167-667	267-1067	383-1533
Tier 3	25-40	66-116	107-187	200-350	333-583	667-1167	1067-1867	1533-2683
Tier 4	40-70	116-215	187-347	350-650	583-1084	1167-2166	1867-3466	2683-4984
Tier 5	>70	>215	>347	>650	>1084	>2166	>3466	>4984

City of Herriman - Master Fee Schedule

Other Fees

Type	Fee	Billing
Animal Services Fees		
Impounding and Boarding		
First Impound	\$40.00	
Second Impound (within 24 Months):	\$80.00	
Third Impound (within 24 Months):	\$160.00	
Subsequen Impounds (within 24 Months):	\$320.00	
Boarding	\$20.00	Per Day
Vaccines and Microchipping		
Rabies vaccination	\$25.00	
Rabies deposit	\$25.00	
Rabies test fee (or Quarantine fee)	\$200.00	
DHHP	\$25.00	
Microchip (<i>may be required upon impound</i>)	\$30.00	
Bordatella (<i>may be required upon impound</i>)	\$15.00	
Pet Licensing		
1-year license (unsterilized)	\$40.00	
1-year license (sterilized)	\$15.00	
2-year license (unsterilized)	\$75.00	
2-year license (sterilized)	\$25.00	
3-year license (unsterilized)	\$110.00	
3-year license (sterilized)	\$35.00	
1-year license senior citizen (60+, sterilized)	\$5.00	
License transfer fee or replacement tag	\$5.00	
Late license penalty (30 days past due)	\$50.00	
Permits (issued for 1 year period)		
Commercial operations (up to 30 animals)	\$200.00	
Commercial operations (over to 30 animals)	\$300.00	
Residential permit	\$50.00	
Single event animal exhibition	\$100.00	
Multiple event animal exhibition	\$400.00	
Late application renewal fee (in addition to regular fee)	\$50.00	
Sterilization		
Sterilization deposit (mandatory, 2nd impound *UCA 11-46-206)	\$150.00	
In-house sterilization	\$100.00	
Notice of Violation (NOV)		
First NOV (fee per violation)	\$50.00	Per Violation
Second NOV (fee per violation)	\$100.00	Per Violation
Third NOV (Fee per violation)	\$200.00	Per Violation
Subsequent NOV (fee per violation)	\$250.00	Per Violation
Livestock		
Dead livestock removal	\$300.00	
Dead livestock disposal	\$200.00	
Brand Inspection Fee	\$30.00	
Livestock transportaiton (per incident, per animal)	\$50.00	

City of Herriman - Master Fee Schedule

Other Fees

Type	Fee	Billing
Euthanasia and Disposal - Companion Animals		
Euthanasia & disposal of small animals (hamsters, mice, etc.)	\$5.00	Each
Euthanasia (dog or cat)	\$50.00	Each
Disposal (dog or cat)	\$50.00	Each
Euthanasia (large animal)	\$150.00	Each
Disposal (large animal)	\$200.00	Each
Animal Adoptions		
Cost/price will vary depending on pre-existing procedures that has been conducted on the animal (spay/neuter, microchip, etc.)	\$25-\$150	Each
Other		
Surrender fee	\$100.00	
Surrender fee (biter/viscious)	\$250.00	
Field service fee	\$50.00	
Business License Fees		
Business License - Home Occupation	\$65.00	Yearly
Business License - Home Occupation without Customers	\$15.00	Yearly
Business License - Commercial	\$180.00	Yearly
Alcohol Fee off Premise	\$250.00	Yearly
Alcohol Fee Club Liquor License	\$300.00	Yearly
Fireworks Fee	\$300.00	Yearly
Expedited License Charge	\$25.00	Yearly
Name Change of Establishment	\$10.00	Yearly
Transfer to New Location	\$10.00	Yearly
Cemetery Fees and Charges		
Plot Purchase		
Resident	\$1000.00	Per Plot
Non Resident	\$3,000.00	Per Plot
Resident Infant Fee	free for residents	Per Plot
Non-resident Infant Fee - Full Plot	\$750.00	Per Plot
Non-resident Infant Fee - Half Plot (<i>infant section only</i>)	\$500.00	Per Plot
Resident Urn Fee (<i>Urn Section Only</i>)	\$375.00	Per Plot
Non-resident Urn Fee (<i>Urn Section Only</i>)	\$750.00	Per Plot
Opening and Closing Fee		
Regular-Fee (Monday - Friday 8:00am - 2:00pm)	\$800.00	Per Occurrence
Regular Fee Weekends/Holidays	\$1,500.00	Per Occurrence
Double Stack (First Burial) (Monday - Friday 8:00am - 2:00pm)	\$1,200.00	First Burial
Double Stack (First Burial) (Weekends/Holidays)	\$2,250.00	First Burial
Resident Infant Fee	free for residents	Per Plot
Non Resident Infant Fee (Monday - Friday 8:00am - 2:00pm)	\$750.00	Per Plot
Resident Weekend Fee (Infant)	\$500.00	Per Plot
Disinterment	\$750.00	Per Plot
Urn Section Open/Closing (Monday - Friday 8:00am - 2:00pm)	\$500.00	Per Plot
Urn Section Weekend Open/Closing	\$750.00	Per Plot
Certificate, Transfer, and Duplicate Fees		
Certificate Fee	\$25.00	Per Certificate
Transfer Fee	\$25.00	Per Transfer
Duplicate Certificate Fee	\$25.00	Per Duplicate

City of Herriman - Master Fee Schedule

Other Fees

Type	Fee	Billing
Special Fees and Costs		
For funeral/graveside service beginning after 2:00pm an additional fee will be charged	\$600.00	Per Circumstance
Veteran Plaque	\$115.00	Per Plaque
Monument Headstone	\$100.00	Per Monument
Parks, Recreation, and Events Fees		
Friends of Herriman Printing Costs		
Lamination (8.5x11")	\$0.37	Each Page
Color Copies (Without Paper)	\$0.05	Each Page
Black and White Copies (Without Paper)	\$0.01	Each Page
Adhesive Poster (2x3')	\$9.24	Each
Standard UV Poster (2x3')	\$13.32	Each
Scrim Vinyl (3x6') (8 grommets)	\$32.40	Each
Scrim Vinyl (3x8') (10 grommets)	\$44.00	Each
Mesh/Fabric Vinyl (3x6') (8 grommets)	\$50.22	Each
Special Event Permit		
Special Event Permit Charge	\$100.00	Per Event
Special Event Permit Late Fee	\$50.00	Per Event
Special Event Staffing Charge	\$40.00 per staff member	Per Hour/2 hour min
Special Event Trail Use Fee	\$50 per event, \$2 per participant	
Herriman Community Garden		
Single Plot	\$40 deposit, refundable	Per Growing Season
Double Plot	\$60 deposit, refundable	Per Growing Season
Community Fishing Fee	\$30.00	Per Instance
Park Rental		
Park Active Area City Wide- Recreation leagues and tournaments	Per Negotiated Contract	
Park Pavilion Rental *All park pavilions other than Rosecrest Pavilion, Main Street, Blackridge Large Pavilion, and J. Lynn Crane Park		
Park Pavilion 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$25.00 resident, \$50 for non residents	Per Rental
Park Pavilion Full Day (9:00 AM - 10:00 PM)	\$40.00 resident, \$75 for non residents	Per Rental
Main Street Park - Pavilion Rental		
Park Pavilion 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$50.00 resident, \$100 for non residents	Per Rental
Park Pavilion Full Day (9:00 AM - 10:00 PM)	\$80.00 resident, \$150 for non residents	Per Rental
Blackridge Large Pavilion (Weekends and Holidays, May 1 to September 7)		
Park Pavilion Full Day (9:00 AM - 10:00 PM) (includes 10 parking stalls)	\$300 resident, \$400 non resident	Per Rental
Crane Park - Park Pavilion & Gazebo Rental		
Playground Pavilion or Gazebo 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$50.00 resident, \$100 for non residents	Per Rental
Playground Pavilion or Gazebo Full Day (9:00 AM - 10:00 PM)	\$80.00 resident, \$150 for non residents	Per Rental
Crane Park - Bandstand		
Bandstand Rental 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$100.00 resident, \$175 for non residents	Per Rental
Bandstand Rental Full Day (9:00 AM - 10:00 PM)	\$175.00 resident, \$250 non residents	Per Rental
Crane Park - Ice Ribbon		
Ice Skating - Adults (Ages 14+) (No Skates) (includes Roller convenience fee if applicable)	\$6.00	Per Skate Session
Ice Skating - Child (Ages 3-13) (No Skates) (includes Roller convenience fee if applicable)	\$4.00	Per Skate Session
Ice Skating - Adults (Ages 14+) (Includes Skates) (includes Roller convenience fee if applicable)	\$10.00	Per Skate Session
Ice Skating - Child (Ages 3-13) (Includes Skates) (includes Roller convenience fee if applicable)	\$8.00	Per Skate Session

City of Herriman - Master Fee Schedule

Other Fees

Type	Fee	Billing
Ice Skating - Child two and under	Free	Per Skate Session
Ice Skating - Senior (60+) (includes Roller convenience fee if applicable)	\$3.00	Per Skate Session
Ice Skating - Veteran or Active Duty Military (includes Roller convenience fee if applicable)	\$3.00	Per Skate Session
Ice Skate Rental (All ages) (includes Roller convenience fee if applicable)	\$4.00	Per Rental
Helmet Rental	Free	Per Rental
Ice Walker Rental	\$5.00	Per Rental
W&M Butterfield Park - Rosecrest Pavilion		
Deposit	\$500.00 refundable	Per Rental
Stage Front (bathrooms, stage, seating areas)		
Rosecrest Pavilion 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$325.00 resident, \$375 for non residents	Per Rental
Rosecrest Pavilion Full Day (9:00 AM - 10:00 PM)	\$600.00 resident, \$650 for non residents	Per Rental
Run of House (bathrooms, stage, seating areas, backstage)		
Rosecrest Pavilion 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$450.00 resident, \$550 for non residents	Per Rental
Rosecrest Pavilion Full Day (9:00 AM - 10:00 PM)	\$675.00 resident, \$725 for non residents	Per Rental
Event Staffing Fee	\$40.00 per staff member	Per Hour/2 hour minimum
W&M Butterfield Park - Equestrian		
Deposit	\$500.00 refundable	Per Rental
Arena 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$150.00 resident, \$200 for non residents	Per Rental
Arena Full Day (9:00 AM - 10:00 PM)	\$300.00 resident, \$350 for non residents	Per Rental
Arena Lights	\$25.00	Per Hour
Large Practice Arena - week night	\$300.00 resident, \$400 for non residents - \$15/Night resident, \$25/Night non residents	Per Season
Small Practice Arena - week night	\$200.00 resident, \$300 for non residents - \$10/Night resident, \$20/Night non residents	Per Season
Additional Arena Work Fee - Equestrian Arena (per request & availability)	\$50.00	Per Working
Additional Arena Work Fee - Practice Arenas (per request & availability)	\$25.00	Per Working
Stall Barn Rentals (includes one bag of shavings)	\$25.00	Per Day
Extra Shavings	\$15.00	Per Bag
W&M Butterfield Park - Concessions (Rosecrest Pavilion, Baseball and Equestrian Arena)		
Concessions	\$500.00 with \$500 deposit	Per Rental
Concessions, Staging Only	\$50.00 with \$500 deposit	Per Rental
W&M Butterfield Park - Baseball Fields		
Week Night	\$15 per hour resident, \$20 per hour for non residents	Per Field
Recreational leagues and tournaments	Per Negotiated Contract	
W&M Parking Lot (Butterfield West, South, East, North)		
Each Parking Lot (Exclusive use)	\$15 per hour resident \$20 per hour non-resident	Per Lot
Tournaments	\$20 per hour resident, \$25 per hour for non residents	Per Field
Lights	\$25 per hour	Per Field
Park Staffing Fee (per request and availability)	\$40 per staff member	Per Hour/2 hour min
Convenience Fee (Transactions Processed Through Roller Software)	0.15 per transaction plus 3.95%	Per Transaction

City of Herriman - Master Fee Schedule

Other Fees

Type	Fee	Billing
Rodeo		
Thursday Night - Adult	\$20	Per Ticket
Thursday Night - Youth	\$10	Per Ticket
Thursday Night - Premium Seat (If Offered)	\$50	Per Ticket
Thursday Night - Senior and Military	\$18	Per Ticket
Friday and Saturday Night - Adult	\$25	Per Ticket
Friday and Saturday Night - Youth	\$15	Per Ticket
Friday and Saturday Night - Premium Seat (if offered)	\$50	Per Ticket
Friday and Saturday Night - Senior and Military	\$23	Per Ticket
Three Day Ticket Bundle - Adult	\$55	Per Bundle
Three Day Ticket Bundle - Youth	\$25	Per Bundle
Three Day Ticket Bundle - Premium Seat	\$135	Per Bundle
Three Day Ticket Bundle - Senior/Military	\$49	Per Bundle
Blackridge Reservoir Parking Fee (Saturdays, Sundays, Holidays May 1 to September 7)	\$15 per vehicle	Per Visit
GIS and Banner Fees		
Printing Costs		
Repositionable Poly (Stick 2)	\$2.25 sq ft internal/\$4.50 external	Per Square Foot
Permanent Stick Vinyl	\$2.90 sq ft internal/\$4.80 external	Per Square Foot
Photo Glossy	\$1.75 sq ft internal/\$3.50 external	Per Square Foot
Canvas	\$2.80 sq ft internal/\$6.00 external	Per Square Foot
Light Weight Banner 9 mil	\$2.00 sq ft internal/\$4.00 external	Per Square Foot
Heavy Weight Banner 14 mil	\$3.95 sq ft internal/\$8.00 external	Per Square Foot
Regular Paper	\$0.60 sq ft internal/\$1.20 external	Per Square Foot
Tear Resistance Paper	\$0.80 sq ft internal/\$1.60 external	Per Square Foot
Fabric	\$3.00 sq ft internal	Per Square Foot
Tyvek	\$2.06 sq ft internal/\$4.20 external	Per Square Foot
Grommets	\$0.30 internal/\$0.60 external	Each
Placement of Banners on Streetlight Poles Permit Fee		
Permit Fee	\$55.00	Per Permit
Banner Installation and Removal Fee	\$75.00	Per Banner
Police and Community Services Department Fees		
Case Reports		
First Initial Report	\$10.00	Per Initial Report
Additional Pages (Witness Statements, Follow-up Reports)	\$1.00	Per Page
Traffic Accidents (Includes DI-9 & Witness Statements, if required)	\$10.00	Per Accident
CAD Call	\$1.00	Per Call
Fingerprint Card	\$10.00	Per Card
Clearance Letters	\$10.00	Per Letter
Sex Offender Registration	\$25.00	Per Registration
Sex Offender DNA Collection	\$25.00	Per Collection
Child Abuse Registration	\$25.00	Per Registration
Digital Photos	\$15.00 (Per Page)	6 Photos per page
Audio/Video Recordings	\$30.00	Per Storage Device

City of Herriman - Master Fee Schedule Other Fees

Type	Fee	Billing
False Alarm Fees		
1st and 2nd Time (in a year)	No Charge	Per Event
3rd Time (in a year)	\$62.00	Per Event
Thereafter (in a year)	\$124.00	Per Event
False Alarm Late Fee	\$11.00	
Vehicle Fee for Contractual Service	\$3.00	Per Hour - 3 Hour Minimum
Parking Violations	\$100.00 with a maximum of \$200	Per Instance
Note Special reports or projects will be calculated according to staffing hours spent, and cost of materials and paper to produce and prepare report or project.		
Recorder's Office Fees		
GRAMA	Actual costs in accordance with Utah Code § 63G-2-203	
Copies	\$0.30	Per Page - 8.5x11
Copies	\$0.45	Per Page - 11x17
Declaration of Candidacy Fee	\$25.00	Per Declaration
Research Time (No Charge for first 1/2 hour)	\$50.00	Hourly
Color Copies	\$0.45	Per Page
8"	\$591.08	Monthly
10" meter	\$937.41	Monthly
Passports		
Picture	\$10.00	Per Picture
USPS Mailing	As Determined by the USPS	Per Mailing
USPS Overnight Mailing	\$40.00	Per Mailing
Acceptance Fee	As Determined by the Department of State	Per Application

HERRIMAN, UTAH

RESOLUTION NO. R -2026

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL
APPROVING AN AMENDMENT TO THE SCHEDULE OF FEES CHARGED BY THE CITY**

WHEREAS, the Herriman City Council (“Council”) met in regular meeting on May 27, 2026, to consider, among other things, approving amendments to City of Herriman’s Master Fee Schedule; and

WHEREAS, the Mayor and City Council finds and declares that it is desirable and in the public interest to pass a single Resolution for the purposes of establishing and setting forth a general schedule of the most common fees charged by Herriman City.

NOW, THEREFORE, BE IT RESOLVED by the Herriman City Council the following:

Section 1. Master Fee Schedule Amendments. The Master Fee Schedule is attached to this Resolution. The Master Fee Schedule amendments shall be effective May 27, 2026, unless specifically specified.

Section 2. All fees and charges not listed in this Resolution which are contained in or promulgated pursuant to any current resolutions shall remain in full force and effect, unless and until duly modified.

Section 3. All fees and charges contained in any current resolutions inconsistent herewith, are hereby repealed to the extent of the inconsistency, but in all other respects such Resolutions shall remain in full force and effect.

Section 4. This Resolution is to be construed to be consistent with any and all State, County, and Federal laws and regulations concerning the subject matter hereof. If any section, sentence, clause, or phrase of this Resolution is held invalid by any court of competent jurisdiction, then said ruling shall not affect the validity of the remaining portions.

This Resolution shall take effect May 27, 2026, unless specifically specified on the Master Fee Schedule.

PASSED AND APPROVED by the Council of Herriman, Utah, this 27th day of May, 2026.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: May 12, 2026
TO: The Honorable Mayor and City Council
FROM: Sandra Llewellyn, Econ. Dev. Coordinator
SUBJECT: Approval of a Local Consent for 7-Eleven, to be issued and regulated by the Utah Department of Alcoholic Beverage Services

RECOMMENDATION:

Staff recommends approval of local consent requests for the following:

- Off-premises beer retailer license located at approximately 14749 S Academy Parkway.

ISSUE BEFORE COUNCIL:

Whether to approve the local consent resolution as proposed by Staff.

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 an off-premises beer retailer license. This does not allow consumption of alcohol on the premises.

DISCUSSION:

The request is for a local consent permit for 7-Eleven, located at 14749 S Academy Parkway. The applicant needs the local consent from the City to be able to apply for the appropriate licenses from the State DABS. The request is for an off-premises beer retailer license, which enables them to sell beer at 7-Eleven located at 14749 S Academy Parkway.

ALTERNATIVES:

The Council may choose not to approve local consent.

FISCAL IMPACT:

Sales tax from the sale of beer at the 7-Eleven has yet to be determined.

ATTACHMENT:

- A. Resolution

HERRIMAN, UTAH
RESOLUTION NO.

**A RESOLUTION GRANTING LOCAL CONSENT FOR AN OFF-PREMISES BEER
RETAILER STATE LICENSE FOR THE 7-ELEVEN**

WHEREAS, the Herriman City Council (“Council”) met in regular session on May 27, 2026 to consider, among other things, approving a resolution granting local consent for an off-premises beer retailer state license for the 7-Eleven; and

WHEREAS, Utah Code Ann. § 32B-7-402 provides among other things that to obtain an off-premise beer retailer 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 7-Eleven has requested written consent of the local authority for an off-premises beer retailer state license, for the property located at approximately 14749 S Academy Parkway, 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 an off-premises beer retailer state license for the 7-Eleven located at approximately 14749 S Academy Parkway.

NOW, THEREFORE, BE IT RESOLVED that the Council grants local consent to the Licensee to obtain an off-premises beer retailer 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 27th day of May 2026.

HERRIMAN

Lorin Palmer, Mayor

Jackie Nostrom, MMC
City Recorder



Local Authority Consent for an Off-premise Beer Retailer State License

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of an off-premise beer retailer state license for a person to purchase, store, sell, or offer for sale 5% or less ABV beer for consumption off the premises under the following authorities: Utah Code Title 32B, Chapter 7.

City of Herriman

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

Business Name (DBA): 7-Eleven #42854 A

Entity Name (or owner's name if sole proprietor): SHIVAYA INC

Physical Location Street Address: 14749 S Academy Parkway

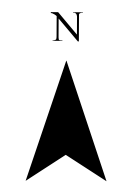
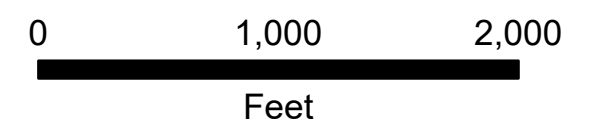
City: Herriman **Zip Code:** 84065



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.

VICINITY MAP



-  Herriman City Boundary
-  Parcels



PROJECT LOCATION

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N- Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



STAFF REPORT

DATE: 05/14/2026

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: 2026 Tree Maintenance and Emergency Response Project Award

RECOMMENDATION:

Staff recommends awarding the Tree Maintenance and Emergency Response contract to Super Trees Utah, LLC.

ISSUE BEFORE COUNCIL:

Should the City Council award the Tree Maintenance and Emergency Response contract to Super Trees Utah, LLC?

ALIGNMENT WITH STRATEGIC PLAN:

- LV 5.2- Roadway pavement management
- EV 5- Neighborhood quality
- EV 6.1- Dedicate sufficient resources to street maintenance to maintain a PCI rating of 75

BACKGROUND/SUMMARY:

Routine street tree pruning is essential to maintain safe travel conditions along public roads and sidewalks. Historically, these services were performed by the City Arborist; however, due to workload and resource constraints, this is no longer feasible.

Tree pruning is typically completed in advance of annual asphalt preservation projects to reduce the risk of damage to trees, vehicles, and equipment.

DISCUSSION:

The Public Works Department issued a Request for Proposals (RFP) for street tree pruning, on-call maintenance, and emergency response services. The base bid for pruning services served as the primary evaluation criterion, while on-call and emergency services will be utilized as needed.

The contract term is one year, with up to four optional annual renewals, for a maximum total term of five years. The agreement allows for up to a 3% annual inflation adjustment. A three-member evaluation committee reviewed and scored proposals based on weighted criteria. Average scores are summarized below:

Committee Scoring and Cost:

Company:		Brightview Landscaping		Diamond Tree Experts, Inc.		Super Trees Utah, LLC	
		\$121,381.00		\$152,826.00		\$65,300.00	
Evaluation Criteria	Weight	Score 1-10	Weighted score	Score 1-10	Weighted score	Score 1-10	Weighted score
Experience and Qualifications	25%	4.67	1.17	4.2	1.04	8.33	2.08
Scope	20%	5.5	1.10	1.2	0.23	8.33	1.67
Cost	35%	5	1.75	4.0	1.40	10	3.50
Schedule	20%	5.67	1.13	2.5	0.50	5.67	1.13
Total	100%	19	5.15	11	3.18	32	8.38

Super Trees Utah, LLC received the highest overall score and submitted the lowest responsive bid, demonstrating the strongest qualifications and value.

Project Schedule

- **Base Bid Start:** July 1, 2026
- **Base Bid Completion:** August 30, 2026
- **On-call & Emergency Response Services:** Duration of contract

ALTERNATIVES:

1. Award contract to Super Trees Utah, LLC (Recommended)

- *Pros:* Lowest cost; highest evaluated proposal; best overall value
- *Cons:* None identified

2. Award contract to another proposer

- *Pros:* None identified
- *Cons:* Higher cost; lower evaluation scores

3. Do not award a contract

- *Pros:* None identified
- *Cons:* Deferred maintenance; increased risk of damage to infrastructure, vehicles, and trees

FISCAL IMPACT:

The Streets department Pavement Management budget will fund the base bid.

- Fiscal Year 2027 Pavement Management budget: \$2,150,000.
- Super Trees base bid: \$65,300

ATTACHED:

- RFP proposals



HERRIMAN CITY TREE MAINTENANCE & EMERGENCY RESPONSE - INTRODUCTORY LETTER

Justun Edwards
Director of Public Works - Herriman City
5355 W Main Street
Herriman, UT 84096
jedwards@herriman.gov
801-446-5323

Good afternoon Mr. Edwards,

SuperTrees Utah, LLC respectfully submits this proposal to provide Tree Maintenance and Emergency Response services for Herriman City. We appreciate the opportunity to support a community that continues to demonstrate thoughtful growth and a clear commitment to maintaining safe, functional, and attractive public green spaces.

Trees are an essential component of urban infrastructure, providing shade, numerous environmental benefits, and long-term value, but they also require consistent professional care to ensure that they remain assets rather than liabilities. Without proactive maintenance, urban tree populations can gradually decline in both health and safety, leading to increased long-term costs and risk exposure.

SuperTrees was founded on the principle that trees deserve a higher standard of care from the ground up. As both a grower of high-quality nursery stock and a full-service arboricultural contractor, we bring a comprehensive understanding of the urban forest lifecycle, from establishment through maturity and, when necessary, removal. Our work is guided by industry best practices, including ANSI A300 standards for tree care and ANSI Z133 standards for safety.

With nearly two decades of experience serving municipalities throughout the Western United States, SuperTrees has developed a reputation for delivering consistent, high-quality work with clear communication and dependable response, particularly in time-sensitive or high-visibility environments. We understand the importance of responsiveness, coordination with residents, and maintaining safe, organized worksites in public settings.

Our Utah division is staffed by ISA Certified Arborists and led by experienced management who prioritize safety, efficiency, and accountability. Whether performing routine clearance pruning, addressing hazard trees, or responding to emergency events, our crews are equipped and prepared to complete work safely, completely, and in a timely manner.

We would welcome the opportunity to support Herriman City in maintaining and enhancing its urban forest. Thank you for your consideration.

With regards,



Daniel Allen

SuperTrees Utah — Sales & Consulting Arborist
ISA Board Certified Master Arborist UT-4474B, TRAQ





TREE MAINTENANCE & EMERGENCY RESPONSE PROPOSAL

Prepared by:

SuperTrees Utah, LLC
Daniel Allen, Sales & Consulting Arborist
ISA Board Certified Master Arborist #UT-4474B, TRAQ

May 7, 2026



1. EXPERIENCE & QUALIFICATIONS (*Including References*)

SuperTrees Utah, LLC is a municipal-focused arboricultural contractor specializing in tree maintenance, removal, and emergency response operations within public environments for cities and public agencies throughout the Intermountain West.

Founded in 2005, SuperTrees, Inc. is a C Corporation headquartered in the Portland, Oregon area, with active divisions in Salt Lake City, Denver, and surrounding regions. The company provides both high-quality nursery stock and full-service arboricultural operations, allowing for a comprehensive and lifecycle-based approach to urban forest management.

While we serve both public and private clients, our primary focus is municipal work. We maintain long-standing relationships with cities and public agencies, supporting their urban forestry programs through pruning, removals, planting, and ongoing consultation. This experience has given us a strong understanding of the operational, logistical, and communication demands associated with working in public rights-of-way, parks, and open spaces.

All work is performed in accordance with ANSI A300 standards for tree care and ANSI Z133 safety standards. Our crews are trained to operate safely and efficiently in active public environments, including roadways, residential neighborhoods, and high-use parks. We emphasize clear communication, proper traffic control, and thorough site cleanup to ensure minimal disruption to the public.

Relevant Municipal Experience

Salt Lake City

Nate Orbock, Urban Forester | [REDACTED]

- Ongoing street tree planting contract since 2011
- Currently planting approximately 2,000 trees annually
- Ongoing supplemental pruning contract (2023–present)

South Jordan City

Kevin Ball, Urban Forester | [REDACTED]

- Structural pruning of 100+ established trees
- Awarded multi-year procurement and planting contract (2023)
- Recent risk mitigation pruning along Jordan River corridor

Lehi City

Jessica Smith, Urban Forester | [REDACTED]

- Ongoing procurement and planting of approximately 100 trees annually
- Annual compliance pruning of 250+ established trees

Eagle Mountain City

Alec Boydston, Urban Forester | [REDACTED]

- Ongoing procurement and planting of approximately 200 trees annually
- As-needed pruning/removal projects

Saratoga Springs City

Rick Kennington, City Forester | [REDACTED]

- Major risk mitigation project for new 'North Marina' park (2025/2026)
- Risk mitigation pruning along Provo River Canal trail (2024)

(NOTE: additional municipal references, e.g. Farmington, South Salt Lake, North Salt Lake, West Valley, Heber, Midway, Lindon, etc, available upon request)

Certifications & Training

SuperTrees emphasizes professional development and maintains a highly trained workforce:

- ISA Board Certified Master Arborist (BCMA) on staff
- ISA Certified Arborists leading all field crews
- Tree Risk Assessment Qualification (TRAQ) certified personnel
- First Aid / CPR certified team members
- Aerial rescue and heavy equipment training for all crew members

Each division is managed by experienced, college-educated arborists who ensure all field operations are conducted safely, efficiently, and in accordance with industry standards.

Operational Strengths

SuperTrees' operational strengths are grounded in consistent municipal performance:

- Proven ability to perform large-scale municipal pruning and removal operations
- Strong track record of consistent, multi-year municipal contracts
- Experience coordinating work in public rights-of-way and residential areas
- Established systems for communication, scheduling, and quality control
- Ability to respond effectively to urgent and emergency service requests

2. UNDERSTANDING OF SCOPE & APPROACH

SuperTrees Utah, LLC understands that Herriman City is seeking a reliable, professional contractor to provide ongoing tree maintenance, removal, and emergency response services across public rights-of-way, parks, and open spaces. These services require not only technical arboricultural proficiency, but also careful coordination with residents, consistent traffic control practices, and the ability to respond quickly to time-sensitive or hazardous conditions.

Our approach is grounded in three core principles: **safety, efficiency, & communication**. All work is performed in accordance with ANSI A300 standards for tree care and ANSI Z133 safety standards, with a strong emphasis on minimizing public disruption while maintaining high-quality outcomes.

Task 1: Street Tree Pruning & Removal

SuperTrees understands that street tree operations represent the most visible and logistically sensitive portion of this contract, requiring coordination with residents, adherence to clearance standards, and careful management of active public spaces. Our approach is designed to meet the City's clearance, coordination, and safety requirements while maintaining efficient production across large service areas.

Mobilization & Traffic Control

We will provide full mobilization, including all preparatory operations, insurance, and permitting as required. Traffic and pedestrian control will be implemented in accordance with MUTCD guidelines and City requirements, with particular attention given to:

- Advance warning signage and clearly defined work zones
- Safe pedestrian rerouting where necessary
- Coordination with City staff for arterial and collector road traffic control plans
- Maintenance of safe and accessible passage through or around the work zone

All crews are trained in work zone setup and maintain high-visibility PPE, cones, signage, and barriers appropriate to the site conditions.

Public Notice & Resident Coordination

We recognize that successful execution of street tree work depends heavily on clear and proactive communication with adjacent property owners.

SuperTrees will:

- Deploy door hangers a minimum of 48 hours in advance of scheduled work
- Include clear information regarding scope, timing, and contact information
- Provide a designated project manager contact for resident questions or concerns
- Coordinate directly with residents when access or special considerations are required

Our intent is to minimize disruption while maintaining transparency and responsiveness throughout the project.

Street Tree Pruning

We understand that pruning objectives include maintaining safe and functional clearance for vehicular and pedestrian traffic while preserving long-term tree health and structure.

All pruning will be conducted in accordance with ANSI A300 standards, including:

- Clearance pruning to approximately **13'6" above roadway** and **7' above sidewalks**
- Removal of deadwood, broken, or structurally compromised branches
- Use of proper reduction and natural target pruning techniques
- Maintenance of appropriate pruning budgets to avoid over-thinning

Work will be performed with attention to both immediate clearance needs and long-term canopy structure.

Street Tree Removal

Tree removal operations will be conducted safely and efficiently, with full site restoration. Services include:

- Complete removal of tree (canopy, trunk, and stump)
- Stump grinding and backfill to match surrounding grade
- Protection of surrounding infrastructure (sidewalks, curbs, irrigation, etc.)
- Thorough cleanup and removal of all debris

All removal operations will follow ANSI Z133 safety standards, including establishment of controlled drop zones, rigging where necessary, and clear communication among the crew.

Task 2: Parks & Open Space Tree Pruning & Removal

SuperTrees understands that tree work within parks and open spaces requires a balance between operational efficiency and preservation of the natural and recreational character of these environments.

General Approach

Services will be performed on an on-call basis, with mobilization structured to efficiently address multiple trees per visit when feasible. All work includes labor, equipment, traffic control (as needed), and public coordination.

Tree Pruning

Pruning in parks and open spaces will focus on:

- Maintaining **minimum 7' clearance** for pedestrian and maintenance access
- Supporting mower operations and site usability
- Removing dead, damaged, or diseased limbs
- Improving structure and long-term stability of trees

Where appropriate, pruning will extend beyond basic clearance to include structural improvements that reduce future maintenance needs and risk exposure.

Tree Removal

Removal operations will follow the same standards as street tree work, with additional sensitivity to:

- Surrounding landscape conditions
- Public use of the area
- Minimizing disturbance to adjacent vegetation and soils

All sites will be restored to surrounding grade and left clean and free of debris upon completion.

Task 3: On-Call / Emergency Response Services

SuperTrees understands that emergency response capability is a critical component of this contract, requiring rapid communication, reliable mobilization, and safe execution under dynamic conditions.

Response Commitment

SuperTrees will meet or exceed the City's response requirements:

- Initial response confirmation within two (2) hours of contact
- Mobilization of requested crew and equipment on-site within twenty-four (24) hours

A designated supervisor will be available for direct communication, ensuring that requests are received, assessed, and acted upon without delay.

Response Capabilities

Emergency response services include:

- Removal of fallen or hazardous trees
- Clearance of roadways, sidewalks, and public spaces
- Mitigation of storm-related damage
- Hazard reduction for partially failed or structurally compromised trees

Our standard response crew consists of a fully equipped three-person arborist team, led by an ISA Certified Arborist, capable of performing debris removal and technical tree operations safely and efficiently.

Equipment & Operations

SuperTrees maintains and deploys all necessary equipment to support emergency operations, including:

- Aerial lift trucks (40'+ working height)
- High-capacity wood chippers (12"+ capacity)
- Chipper dump trucks with integrated hauling and disposal capability

All equipment is operated by trained personnel and maintained to ensure reliability during time-sensitive deployments.

Safety & Communication

Emergency operations are conducted under heightened safety awareness, including:

- Establishment of controlled work zones
- Continuous communication between crew members
- Coordination with City staff and, where applicable, emergency services

Clear communication is maintained throughout the response process to ensure alignment with City priorities and conditions on the ground.

Quality Control & Project Management

Across all tasks, SuperTrees employs consistent internal systems to ensure quality and accountability:

- Daily jobsite briefings and hazard assessments
- Ongoing supervision by experienced crew leads
- Defined communication channels between field crews and management
- Final inspection to confirm completion in accordance with scope

Our objective is to deliver work that is not only compliant with specifications, but also consistent, predictable, and professionally executed across all service areas.

Summary

SuperTrees Utah approaches this contract with a clear understanding of the operational, logistical, and public-facing demands involved. By combining technical arboricultural expertise with structured communication and reliable response systems, we are prepared to deliver services that support Herriman City's goals for safety, efficiency, and long-term urban forest management.

3. SCHEDULE & CAPACITY

SuperTrees Utah, LLC understands that successful execution of this contract requires not only technical capability, but also consistent scheduling, efficient resource allocation, and the ability to respond to both planned and unplanned work. Our operational structure is designed to provide reliable production for scheduled services while maintaining flexibility for on-call and emergency response.

Project Schedule – Task 1 (Street Tree Services)

SuperTrees is prepared to complete all Task 1 services within the City's required timeline, with substantial completion targeted on or before **August 30, 2026**. Our approach to scheduling is based on defined production rates, dedicated crew assignment, active schedule management and adjustment as needed.

Based on our experience performing municipal pruning and removal operations, we anticipate organizing work into geographic segments to improve efficiency, reduce mobilization time, and streamline resident coordination. Our production rates are grounded in established field performance, allowing for accurate forecasting and confident completion within the required timeline, even under variable site conditions.

Crew Structure & Resource Allocation

SuperTrees Utah maintains trained arborist crews capable of operating independently or in coordination, depending on project needs. For this contract, SuperTrees will assign dedicated resources to ensure continuity and efficiency, while maintaining the ability to scale operations as needed. Each crew consists of:

- Three (3) person arborist team

- **ISA Certified Arborist Crew Lead**
- Fully equipped with aerial lift, chipper, and support equipment

Schedule Control & Communication

SuperTrees employs structured internal processes to maintain schedule adherence and ensure clear communication with City staff. This approach allows for proactive management of the work schedule, minimizing disruptions and ensuring that project timelines are met:

- Daily planning and jobsite coordination to align crew activities with project priorities
- Ongoing internal communication to address changing conditions
- Real-time schedule adjustments based on weather, access, or site constraints
- Direct communication with City regarding progress, delays, or emergent needs

On-Call Services – Task 2

For parks and open space services, SuperTrees will provide responsive scheduling on an as-needed basis. Work requests will be reviewed and scheduled promptly, with mobilization structured to efficiently address multiple service items per visit whenever feasible. Our operational flexibility allows us to integrate on-call work into existing schedules.

Emergency Response Availability – Task 3

SuperTrees maintains the personnel, equipment, and communication systems necessary to provide reliable emergency response services.

- Response confirmation within two (2) hours of initial contact
- Mobilization and on-site readiness within twenty-four (24) hours

A designated supervisor will be available for direct contact, ensuring that emergency requests are received and acted upon without delay. Crews are equipped to respond to a range of emergency conditions, including storm damage, fallen trees, and hazardous failures.

Operational Reliability

Our objective is not only to meet project deadlines, but to do so in a manner that is consistent, organized, and responsive to the City's needs throughout the duration of the contract. SuperTrees' ability to meet project schedules is supported by:

- Experienced crew leads overseeing daily operations
- Well-maintained equipment fleet to minimize downtime
- Established workflows for municipal operations
- Proven performance on multi-year municipal contracts

Summary

SuperTrees Utah combines defined production capacity, structured scheduling practices, and responsive communication systems to ensure reliable delivery of both scheduled and on-demand services. We are confident in our ability to meet Herriman City's timeline requirements while maintaining flexibility for ongoing and emergency service needs.

Bid Schedule - Tree Pruning, Removal & On-Call/Emergency Response					
Task 1 Base Bid - Street Tree Pruning & Removal					
Task No.	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1.1	Mobilization	1	LS	\$2,500.00	\$ 2,500.00
1.2	Traffic Control	1	LS	\$4,000.00	\$ 4,000.00
1.3	Public Notice and Coordination	1	LS	\$2,000.00	\$ 2,000.00
1.4	Street Tree Pruning	2000	EA	\$ 27.50	\$ 55,000.00
1.5	Street Tree Removal	12	EA	\$ 150.00	\$ 1,800.00
1.5.1	>4" up to 8"	N/A	LS	\$ 300.00	
1.5.2	>8" up to 12"	N/A	LS	\$ 600.00	
1.5.5	Greater than 12"	N/A	Negotiated		
Total Task 1 Base Bid Schedule					\$ 65,300.00
Task 2 Bid - Parks & Open Space Pruning & Removal					
Task No.	Item	Estimated Quantity	Unit	Total Estimated Price	
2.1	Mobilization	1	LS	\$ 500.00	
2.2	Street Tree Pruning	1	EA	\$ 37.50	
2.3	Street Tree Removal	1	EA	\$ 200.00	
2.3.1	>4" up to 8"	N/A	LS	\$ 400.00	
2.3.2	>8" up to 12"	N/A	LS	\$ 800.00	
2.3.5	Greater than 12"	N/A	Negotiated		
Task 3 Bid - On-Call/Emergency Response					
Task No.	Item	Estimated Quantity	Unit	Estimated Unit Price	
3.1	Mobilization	1	LS	\$ 1,000.00	
3.2	Response Crew	1	HR	\$ 250.00	
3.3	Aerial Lift Truck	1	HR	\$ 100.00	
3.4	Chipper Dump Truck	1	HR	\$ 100.00	
3.5	Wood Chipper	1	HR	\$ 50.00	



Diamond Tree Experts, Inc.
3845 s 500 w
South Salt Lake, UT 84115

Justun Edwards, Director of Public Works
HERRIMAN CITY
5355 W Herriman Main Street
Herriman, UT 84096

Diamond Tree Experts, Inc.
Company Contact: Leif Kolb
Contact Phone: (801) 916-0881
Contact Email: leif@diamondtreeexperts.com

PROJECT MANAGEMENT TEAM:

VP of Tree Division- Michael Finnegan
Project Manager- Leif Kolb
Safety Manager- Patrick Jensen
Operations Manager- Tom Phillips

Diamond Tree Experts, Inc. Would be excited to partner with Herriman City for any Tree pruning or removal services needed. For over 20 years Diamond has specialized in tree services built around municipalities and their specific pruning/removal needs. With our current count of Certified Arborist and tenured foreman, we can dedicate a crew to any portion of work detailed out in the contract as needed.

REFERENCES, CURRENT CONTRACTS & QUALIFICATIONS:

Diamond Tree Experts, Inc.
CURRENT CONTRACTS INCLUDE:
Bountiful City Power & Light (2 Full time, 3-man line clearance crews)
Kaysville City, Energized Line Clearance (1 Full time, 3-man line clearance crew)
Salt Lake County
Midvale City
Draper City
Salt Lake City Urban Forestry
Salt Lake City Master Contract
City of American Fork
City of West Jordan

TIMELINE:

As needed by Herriman City. We have crews ready to allocate towards any portion of the work detailed in the contract.

FINANCIAL REPORT:

A. Number of Personnel:

Diamond Tree Experts, Inc. Current Employees: 97

B. Number of clients:

Diamond Tree Experts, Inc. Tree Division: 3,000 + annual customers

C. Annual sales:

Diamond Tree Experts, Inc. Tree Division: (2025 Gross Sales) \$8,555,874.00

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

Request for Proposals
Herriman City Tree Maintenance and Emergency Response
Due Date: May 7, 2026 at [3:00 PM MDT]

1. **Introduction.** Herriman City (the “City”) is requesting proposals (“Proposals”) from qualified companies (“Proposers”) to provide general Tree Maintenance, Removal and Emergency Response services for the City (the “Services”).

1.1. **Intent.** It is the intent of this Request for Proposals (this “Request”) to set forth the minimum acceptable requirements for Responses to this Request.

2. **Background and Detailed Description of Services.** The City is requesting Proposals to provide Tree Maintenance, Removal, and Emergency Response services for the City. These services will include but not limited to pruning and or removal of street trees, trees within city owned parks and open space, and on-call/emergency response due to accidents, extreme weather or acts of God. A more detailed description of the Services is attached as exhibit “A.”

3. **Proposal Requirements.** To be considered, interested firms must include the following in their proposal (maximum of 8 pages, not including introductory letter, cost, or Certification).

3.1. **Introductory Letter.** An introductory letter (not included in the page limit) expressing an interest in providing the Services should be included, together with a signed Certification in the form of exhibit “B” attached hereto. The introductory letter should be addressed to:

Justun Edwards, Director of Public Works
HERRIMAN CITY
5355 W Herriman Main Street
Herriman, UT 84096

Include an e-mail address for the primary contact of the Proposer.

3.2. **Organizations Experience and Qualifications.** Describe in sufficient detail the Proposer’s general experience in providing similar services. Include experience with governmental entities where the Proposer provided similar contracted Services. Outline minimum education, training, and certifications for those performing the services.

3.3. Scope. Describe, in sufficient detail, the Proposer’s understanding of the proposed project, services that will be provided, and any additional services proposed to be provided and the cost of such additional services, if any. See minimum scope items provided in Exhibit A.

3.4. Cost. Detail the proposed cost for the Services. Provide a cost for each task identified in Exhibit A. Cost for Services must be submitted using the Bid Schedule provided in Exhibit C in a clearly marked separate file. The Bid Schedule shall be submitted in both PDF and Excel format. The PDF will be used as the official Bid Schedule.

3.5. Schedule. Describe, in sufficient detail, the Proposer’s ability and availability to perform the Services, including a schedule that outlines individual phases as applicable. The proposed project schedule should list important dates, times and show the ability to meet the proposed timelines. Identify internal methods that will be used for project schedule control.

3.6. References. Include the name, address, and contact person of at least three government agencies with which the Proposer has provided similar type of Services. The City may contact such references.

4. **Submission Requirements**. Interested Proposers must submit their proposals by **3:00 pm MDT on May 7, 2026**. Late submissions will not be considered. Please submit proposals electronically in PDF format to the Utah Public Procurement Place (Bonfire): <https://utah.bonfirehub.com/prtal/?tab-openOpportunities>

5. **Evaluation Criteria and Scoring Process**. All Proposals received will be reviewed by a Review Panel (See Section 6). The Review Panel will score each category and sum up their sections to create total score out of 100. The average of all reviews will be taken as the final score. Each evaluation criterion has been given a percentage based on its relative value as a whole. The criteria and each associated percentage are as follows:

<u>Evaluation Criteria</u>	<u>Weight</u>
Organizations Experience and Qualifications	25%
Scope	20%
Cost	35%
<u>Schedule</u>	<u>20%</u>
Total	100%

6. **Selection**. One or more Proposers may be invited to interview. Provided, however, that Proposals may be accepted without discussion or interview. A Review Panel or individual(s) will be appointed by the City (referred to hereinafter as “*Review Panel*”). The Review Panel reserves the right to modify the interview criteria during the course of this process. If such modification occurs, each Proposer being interviewed will be notified at least twenty-four (24) hours prior to the interview of the revised criteria. Based on the results of discussions, if any, interviews, if any,

and proposal scoring, the Proposers will be rated by the Review Panel, and such recommendations will be forwarded to the City Manager or designee. The City Manager or designee will make the final selection. The City may select one or more Proposers to provide the Services.

7. **General Information.** The City reserves the right to reject any and all Responses. Proposers may meet with the City Staff prior to the submittal deadline to discuss project needs, provided that a Proposal may be recommended for selection regardless of whether a Proposer has, or has not, met with the City prior to the submittal date. The City reserves the right to amend, modify or waive any requirement set forth in this Request. Response to this Request is at the Proposer's sole risk and expense. All Proposers must comply with applicable federal, state, and local laws and regulations. Except for written responses provided by the contact person described below, the City has not authorized anyone to make any representations regarding the subject matter of this Request. All requests for clarification or additional information regarding this Request must be submitted in writing through the Utah Public Procurement Place via the link in section 4, above. All requests for clarification or additional information must be submitted no later than **end of day April 30, 2026**. Herriman City will endeavor to respond to such request for clarification or additional information; and if the contact person deems, in his sole and absolute discretion, that such response is of general applicability, the response, if any, will be provided to all Proposers through the Utah Public Procurement Place. The City anticipates selecting one or more of the responding Proposers, but there is no guaranty that any responding Proposer will be selected. Responses will be placed in the public domain and become public records subject to examination and review by any interested parties in accordance with the Government Records Access and Management Act (UTAH CODE ANN. § 63G-2-101, *et seq.*).

All materials submitted in response to this Request will become the property of the City and will be managed in accordance with the Government Record Access and Management Act.

8. **Terms of Contract.** The successful Proposer will be required to enter into a written agreement with the City to provide the Services. If the selected Proposer and the City Attorneys' Office are unable to negotiate an acceptable agreement, then another Proposer(s) will be selected by the City Manager or designee and negotiation will continue with such other Proposer(s) until an acceptable agreement is completed.

9. **Option to Renew.** Herriman City reserves the right to renew or extend the agreement, at the City's discretion and not to exceed five (5) renewals or extensions, provided that the City gives the Contractor a preliminary written notice of its intent to renew or extend at least 30 days before the agreement expires. The preliminary notice does not commit the City to renewal or extension. Each renewal or extension will be for one additional year (construction season). Agreement prices for the renewal or extension will be in accordance with article 9.1 below. The right is reserved to increase or decrease the quantity of any item. Estimated quantities are for bidding purposes only and are not to be interpreted as a guarantee to purchase any amount. The Contractor has the right to decline the requested renewal or extension by providing a written document of declination within 30 days of notice by Herriman City of their intent to renew or extend.

9.1. The following procedures will be used for determining agreement price adjustments for agreement renewals or extensions.

9.1.1. Renewals: Price adjustments for agreement renewals will be based on a negotiation of new agreement rates based on the original Bid Schedule and any noted anticipated changes to agreement quantities, conditions or limitations.

9.1.2. Extensions: Price adjustments for agreement extensions will be based on a maximum of 3% per year increase of the initial agreement prices. Increases exceeding 3% must be justified by the Contractor and approved by the City.

10. **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” Description Services

These services include but are not limited to pruning and or removal of street trees, trees within city owned parks and open space, and on-call/emergency response due to accidents, extreme weather, acts of God, or hazard mitigation. A more detailed description of the Services is set forth below and should at a minimum include the following.

Description of Tasks:

1. **Task 1: Pruning and or Removal of Street Trees (project area):** This task is related to the designated project areas identified in the attached map.
 - 1.1. **Mobilization:** Should include full compensation for preparatory operation, insurance, bonding, permits, etc.
 - 1.2. **Traffic Control:** Should include all costs to provide traffic and/or pedestrian control for the project. Residential/local roads will require advanced warning signs and temporary traffic control at active work zone. Arterial and collector roads require traffic control plans for all work within the road right of way, where normal traffic patterns may be adjusted. Traffic control permits must be administered through the city.
 - 1.3. **Public Notice and Coordination:** The city will send one Public Notice to all property owners with properties fronting a road within the project areas several weeks in advance of the project start date. The contractor will be responsible for coordinating with each property owner with properties fronting the road within the project area, where a tree may require pruning or removal. This coordination shall be by way of door hanger (including detailed project information, dates, times, Project Manager contact information, etc.), a minimum 48 hrs in advance of work occurring.
 - 1.4. **Street Tree Pruning:** The purpose of this subtask is to prune existing street trees that overhang the street and or sidewalk form impeding vehicular or pedestrian traffic. The trees shall be pruned to a height of ~13’6” (+ or – 6”) above Top Back of Curb (TBC) on the street side, and to ~7’ (+ or – 6”) above any part across the width of the sidewalk. Leaving the site clean and free of leaves, limbs, sticks, debris, etc. Contractor is responsible for repairing any property damage (landscaping, sprinklers, sidewalk, curb & gutter, etc.) Cost shall include all labor, materials, tools, and equipment to perform the task.
 - 1.5. **Street Tree Removal:** The purpose of this subtask is to remove a live or dead tree that may be negatively impacting the sidewalk, roadway or private property. The subtask shall include the removal of the entire tree, limbs, trunk and full removal of stump and dressing site to surrounding grade. Leaving the site clean and free of leaves, limbs, sticks, debris, removal of waste material. Contractor is responsible for repairing any property damage (landscaping, sprinklers, sidewalk, curb & gutter, etc.) “Base Cost” shall include all labor, materials, tools, and equipment to perform the task to remove up to and including a 4” caliper tree. Include the increased cost above the “Base Cost” for each caliper range below.

- 1.5.1. >4” up to 8”
- 1.5.2. >8” up to 12”
- 1.5.3. Greater than 12” shall be a negotiated cost

2. **Task 2: Pruning and or Removal of Parks and Open Space Trees:** This task is an on-call as needed basis per city request. This task shall include all costs as described below. A one-time mobilization cost should also be provided which will be charged per request, regardless of the number of trees requested to be pruned or removed.

- 2.1. **Mobilization:** Should include full compensation for preparatory operation, insurance, bonding, permits, etc.
- 2.2. **Parks & Open Space Tree Pruning:** The purpose of this subtask is to prune existing parks and open space trees that impede mower operations or pedestrian traffic. There is also a need to address diseased or damaged limbs and structural concerns. The trees shall be pruned to a height of ~7’ (+ or – 6”) above surrounding grade. Leaving the site clean and free of leaves, limbs, sticks, debris, etc. Contractor is responsible for repairing any property damage (landscaping, sprinklers, sidewalk, curb & gutter, etc.) Cost shall include all labor, materials, tools, equipment, traffic control, and public notice.
- 2.3. **Parks & Open Space Tree Removal:** The purpose of this subtask is to remove a live or dead tree. The subtask shall include the removal of the entire tree, limbs, trunk and full removal of stump and dressing site to surrounding grade. Leaving the site clean and free of leaves, limbs, sticks, debris, and removal of waste material Contractor is responsible for repairing any property damage (landscaping, sprinklers, sidewalk, curb & gutter, etc.) “Base Cost” shall include all labor, materials, tools, equipment, traffic control, and public notice to remove up to and including a 4” caliper tree. Include the increased cost above “Base Cost” for each caliper range below.
 - 2.3.1. >4” up to 8”
 - 2.3.2. >8” up to 12”
 - 2.3.3. Greater than 12” shall be a negotiated cost

3. **Task 3: On-call/Emergency Response-** This task is to provide on-call/emergency response services for the city in the event of an accident, extreme weather event, act of God, or hazard mitigation. Please provide a cost for the response crew, equipment, and vehicles listed below including cost of operator(s). The city may request one or any combination of response crew, equipment and or vehicles as deemed necessary by the city. A one-time mobilization cost should also be provided which will be charged per request, regardless of the duration of the response. The awarded Proposer shall respond to the city verifying ability to respond to request within two (2) hours of initial contact and requested response crew, equipment and or vehicles shall be on site ready to perform work within twenty-four (24) hours of initial contact.

- 3.1. **Mobilization-** Should include full compensation for preparatory operation, insurance, bonding, permits, etc.
- 3.2. **Response Crew-** Response crew shall include three (3) crew members qualified to perform tree debris and tree removal services. Equipped with appropriate equipment, vehicles, tools and gear to perform the task.
- 3.3. **Aerial Lift Truck-** Aerial lift truck with an articulating boom with a working height of

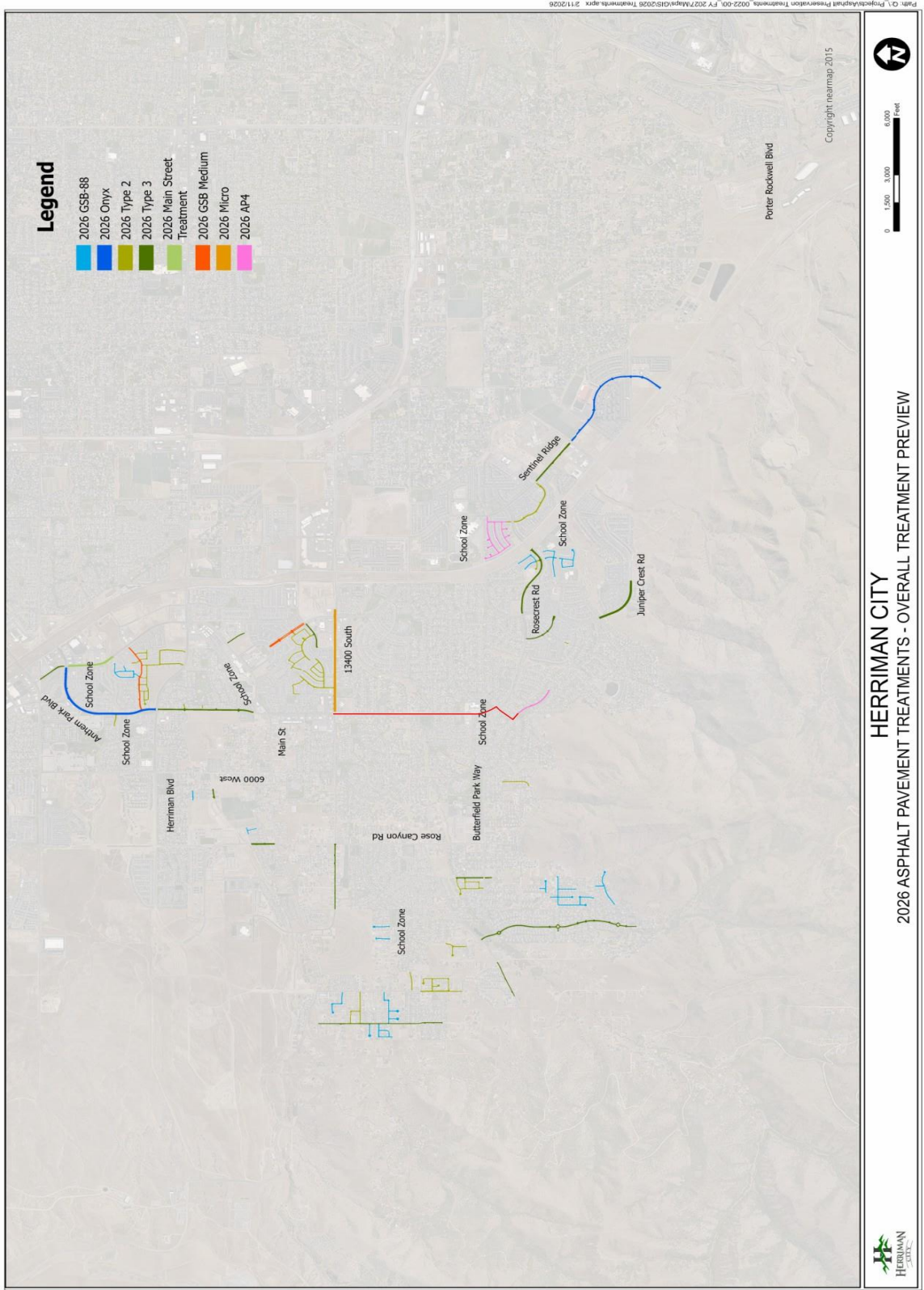
not less than forty (40) feet. Including qualified operator.

- 3.4. **Chipper Dump Truck-** Chipper dump truck with a minimum capacity of nine (9) cubic yards. Including qualified operator and disposal of debris and waste material.
- 3.5. **Wood Chipper-** Wood chipper with a capacity for 12” diameter limbs.

Project Schedule- Completion date reflects the completion date for Task 1 services only. Tasks 2 and 3 are On-Call/Emergency services and completion dates will be negotiated at time of request for those services.

Final request for clarification	April 30, 2026 @ 5:00 PM MDT
Final date for issued addenda	May 4, 2026
Proposal due date/time	May 7, 2026 @ 3:00 pm MDT
Anticipated Notice of Award	May 28, 2026
Anticipated Notice to Proceed	July 1, 2025
Completion of Task 1 services	August 30, 2026

Task 1- Project Area Map



**Exhibit “B”
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 Proposer: Diamond Tree Experts, Inc.

Name of Authorized Representative: Leif Kolb

Signature of Authorized Representative: _____

Address: ██████████

City/State/Zip: ████████████████████

Telephone Number: ██████████

Fax Number: ██████████

Web Site Address: ████████████████████

Email Address: ████████████████████

Date Signed: 5/5/2026

**Exhibit “C”
Bid Schedule**

Bid Schedule - Tree Pruning, Removal & On-Call/Emergency Response					
Task 1 Base Bid - Street Tree Pruning & Removal					
Task No.	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1.1	Mobilization	1	LS	200	200
1.2	Traffic Control	1	LS	325	325
1.3	Public Notice and Coordination	1	LS	1.00	1.00
1.4	Street Tree Pruning	2000	EA	73	146,000
1.5	Street Tree Removal	12	EA	525	6,300
1.5.1	>4" up to 8"	N/A	LS	125	
1.5.2	>8" up to 12"	N/A	LS	425	
1.5.5	Greater than 12"	N/A	Negotiated		
Total Task 1 Base Bid Schedule					\$ 152,826 -
Task 2 Bid - Parks & Open Space Pruning & Removal					
Task No.	Item	Estimated Quantity	Unit	Total Estimated Price	
2.1	Mobilization	1	LS	200	
2.2	Tree Pruning	1	EA	175	
2.3	Tree Removal	1	EA	525	
2.3.1	>4" up to 8"	N/A	LS	125	
2.3.2	>8" up to 12"	N/A	LS	425	
2.3.5	Greater than 12"	N/A	Negotiated		
Task 3 Bid - On-Call/Emergency Response					
Task No.	Item	Estimated Quantity	Unit	Estimated Unit Price	
3.1	Mobilization	1	LS	400	
3.2	Response Crew	1	HR	142.35	
3.3	Aerial Lift Truck	1	HR	21.14	
3.4	Chipper Dump Truck	1	HR	14.43	
3.5	Wood Chipper	1	HR	7.22	

Herriman City Tree Maintenance and Emergency Response Proposal

Submitted by BrightView Landscape Services, Inc.

Date: May 7, 2026

3.1 Introductory Letter

May 7, 2026
Justin Edwards
Director of Public Works Herriman City
5355 W Herriman Main Street Herriman, UT 84096

Dear Mr. Edwards,

Brightview Landscape Services, Inc., is pleased to submit our bid proposal for the Herriman City Tree Maintenance and Emergency Response Services contract. We appreciate the opportunity to be considered for providing professional tree maintenance and emergency response services to the City of Herriman. Our team is committed to delivering safe, reliable, and high-quality services while maintaining the highest standards of professionalism and responsiveness. We understand the importance of timely tree maintenance and emergency response in protecting public safety and preserving the City's urban landscape. We look forward to the opportunity to work with Herriman City and demonstrate the value and expertise our company can provide. Please feel free to contact me if you have any questions or require additional information regarding our proposal.

Sincerely,

Lindsay Price
Intermountain Plantings
Email: [REDACTED]

Exhibit "B" 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 Proposer: BrightView Landscape Services, Inc.

Name of Authorized Representative: Lindsay Price

Signature of Authorized Representative: *Lindsay Price*

Address: [REDACTED]

City/State/Zip: [REDACTED]

Telephone Number: [REDACTED]

Fax Number: _____

Web Site Address: Brightview.com

Email Address: [REDACTED]

Date Signed: May 07, 2026

3.2 Organization Experience and Qualifications

BrightView Landscape Services, Inc. (formerly Intermountain Plantings) has extensive experience providing professional tree maintenance, pruning, removal, irrigation, landscape maintenance, and emergency response services throughout Utah. Our team has successfully managed large-scale municipal, commercial, HOA, and public property landscape operations with a strong emphasis on safety, responsiveness, and quality workmanship.

Our organization has over a decade of experience performing tree pruning and removals in public rights-of-way, parks, open spaces, and high-traffic pedestrian areas. Services regularly include street tree clearance pruning, structural pruning, hazard mitigation, stump removal, traffic control coordination, debris hauling, and emergency storm response operations.

BrightView has extensive operational capabilities including:

- Certified Arborist and trained field crews
- Fleet management and DOT compliance oversight
- Emergency dispatch and response coordination
- Traffic and pedestrian safety implementation
- Equipment operation including aerial lifts, wood chippers, dump trucks, and heavy equipment
- Irrigation and landscape repair following tree removal operations
- Daily scheduling and route optimization
- Public coordination and customer communication

Personnel performing services maintain training and qualifications applicable to tree maintenance and emergency response operations, including:

- Arborist Certification
- Utah Pesticide Applicator License
- Heavy Equipment Operator Certification
- OSHA 30 and field safety training
- DOT and fleet safety compliance procedures
- Experience operating aerial lift equipment, chippers, dump trucks, and commercial landscape equipment

3.3 Scope

BrightView Landscape Services understands that Herriman City is seeking a qualified contractor to provide comprehensive tree maintenance, removal, and emergency response services throughout City-owned streets, parks, and open space areas.

Our proposed services include all scope items identified in Exhibit A, including:

Street Tree Pruning:

- Prune trees to maintain approximately 13'6" roadway clearance and 7' pedestrian clearance.
- Remove debris daily; repair any incidental damage to landscaping, irrigation, sidewalks, or curbs.

Street Tree Removal:

- Remove dead, hazardous, or structurally compromised trees, including limbs, trunk, and stump removal.
- Restore site to surrounding grade; dispose of debris and waste materials.

Parks and Open Space Tree Maintenance:

- On-call pruning and removal for trees in City parks and open spaces.
- Structural pruning, clearance pruning, diseased/damaged limb removal, hazard mitigation, stump removal, and site restoration.

Traffic Control and Public Coordination:

- Provide traffic and pedestrian control per City and MUTCD standards.
- Coordinate with property owners and provide advance 48-hour notifications.

Emergency Response Services:

- Respond to emergency events including storm damage, fallen trees, vehicle impacts, and hazard mitigation.
- Response within two hours and on-site readiness within 24 hours.

Additional Services:

- Irrigation repair, landscape restoration, hazard tree evaluations, emergency storm staging, vegetation management consultation.
- Additional services provided at negotiated rates upon City approval.

3.4 Cost

Bid Schedule - Tree Pruning, Removal & On-Call/Emergency Response					
Task 1 Base Bid - Street Tree Pruning & Removal					
Task No.	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1.1	Mobilization	1	LS	\$6,250	\$6,250
1.2	Traffic Control	1	LS	\$18,750	\$18,750
1.3	Public Notice and Coordination	1	LS	\$3,125	\$3,125
1.4	Street Tree Pruning	2000	EA	\$44	\$88,000
1.5	Street Tree Removal	12	EA	\$438	\$5,256
1.5.1	>4" up to 8"	N/A	LS	\$250	
1.5.2	>8" up to 12"	N/A	LS	\$500	
1.5.5	Greater than 12"	N/A	Negotiated		
Total Task 1 Base Bid Schedule					\$ 121,381.00 -
Task 2 Bid - Parks & Open Space Pruning & Removal					
Task No.	Item	Estimated Quantity	Unit	Total Estimated Price	
2.1	Mobilization	1	LS	\$625	
2.2	Tree Pruning	1	EA	\$63	
2.3	Tree Removal	1	EA	\$562	
2.3.1	>4" up to 8"	N/A	LS	\$250	
2.3.2	>8" up to 12"	N/A	LS	\$500	
2.3.5	Greater than 12"	N/A	Negotiated		
Task 3 Bid - On-Call/Emergency Response					
Task No.	Item	Estimated Quantity	Unit	Estimated Unit Price	
3.1	Mobilization	1	LS	\$625	
3.2	Response Crew	1	HR	\$38	
3.3	Aerial Lift Truck	1	HR	\$95	
3.4	Chipper Dump Truck	1	HR	\$82	
3.5	Wood Chipper	1	HR	\$63	

3.5 Schedule

BrightView Landscape Services has the staffing, equipment, and operational capacity necessary to meet Herriman City's proposed project schedule and response timelines.

Proposed Schedule:

- Contract Award: May 2026
- Mobilization & Coordination: June 2026
- Task 1 Operations Begin: July 1, 2026
- Street Tree Pruning & Removal: July–August 2026
- Completion of Task 1: August 30, 2026
- Emergency Response Availability: Continuous / On-Call

Schedule Control Methods:

- Daily crew scheduling and route planning
- Fleet and equipment readiness inspections
- Dedicated management oversight
- Real-time communication between field crews and management
- Weather monitoring and emergency dispatch procedures
- Weekly progress tracking and scheduling adjustments

3.6 References

1. Riverton City Public Works Department, [REDACTED]
84065, Craig Calvert - [REDACTED]
Services: Landscape maintenance, tree maintenance, irrigation services, public property operations.

2. Midway City Public Works Department, Shane Owens - [REDACTED]
[REDACTED]
Services: Landscape maintenance, irrigation operations, pruning, municipal property maintenance.

3. Draper City Public Works Department, [REDACTED] 0, Bryce Carlile - [REDACTED]
Services: Landscape and maintenance operations, tree maintenance, irrigation management, public property services.



DATE: May 15, 2026

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Approval of a letter of support from Herriman City to UDOT for the inclusion of the Welby Jacob Canal Trail into the Utah Trail Network.

RECOMMENDATION:

Staff recommend that the city council approve and sign the letter of support.

ISSUE BEFORE COUNCIL:

Should the city council provide a letter of support to UDOT to include the Welby Jacob Trail in the Utah Trail Network?

ALIGNMENT WITH STRATEGIC PLAN:

LV 3 – Regional Relationships and Planning
LV 4.3 – Parks, Trails and Open Space
LV 5.3 – Trails and Sidewalks

BACKGROUND/SUMMARY:

In 2023, the Utah State Legislature passed Senate Bill 185, allocating \$45 million in ongoing funding and \$45 million one-time funding to the Utah Department of Transportation (UDOT) to plan, build, and operate a paved regional trail network. The vision is for UDOT to construct and operate a network of paved, nonmotorized trails throughout the state that connect Utahns of all ages and abilities to their destinations and communities. The trails will be separated from vehicle traffic, making them comfortable and accessible for anyone who is walking, biking, or rolling. The trail network will serve as a regional trail spine or backbone with local facilities tying in wherever possible, making it seamless for a trail user to jump on for any distance they need to reach their destination.

DISCUSSION:

The UDOT Trails Division recommended 25 new Utah Trail Network projects for funding during the May 2026 Programming Workshop. The project recommendations represent a mix of both feasibility studies and for-construction projects in locations across the state. Next, the Utah Transportation Commission will review the recommendations and vote to approve them for funding in June 2026. The Welby Jacob Canal Trail was included as one of the recommended projects.

ALTERNATIVES:

The council could choose to either send the support letter as written (RECOMMENDED), edit the letter of support, or not provide a letter of support.

FISCAL IMPACT:

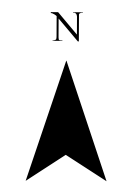
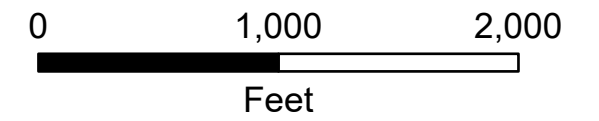
N/A




ATTACHMENTS:

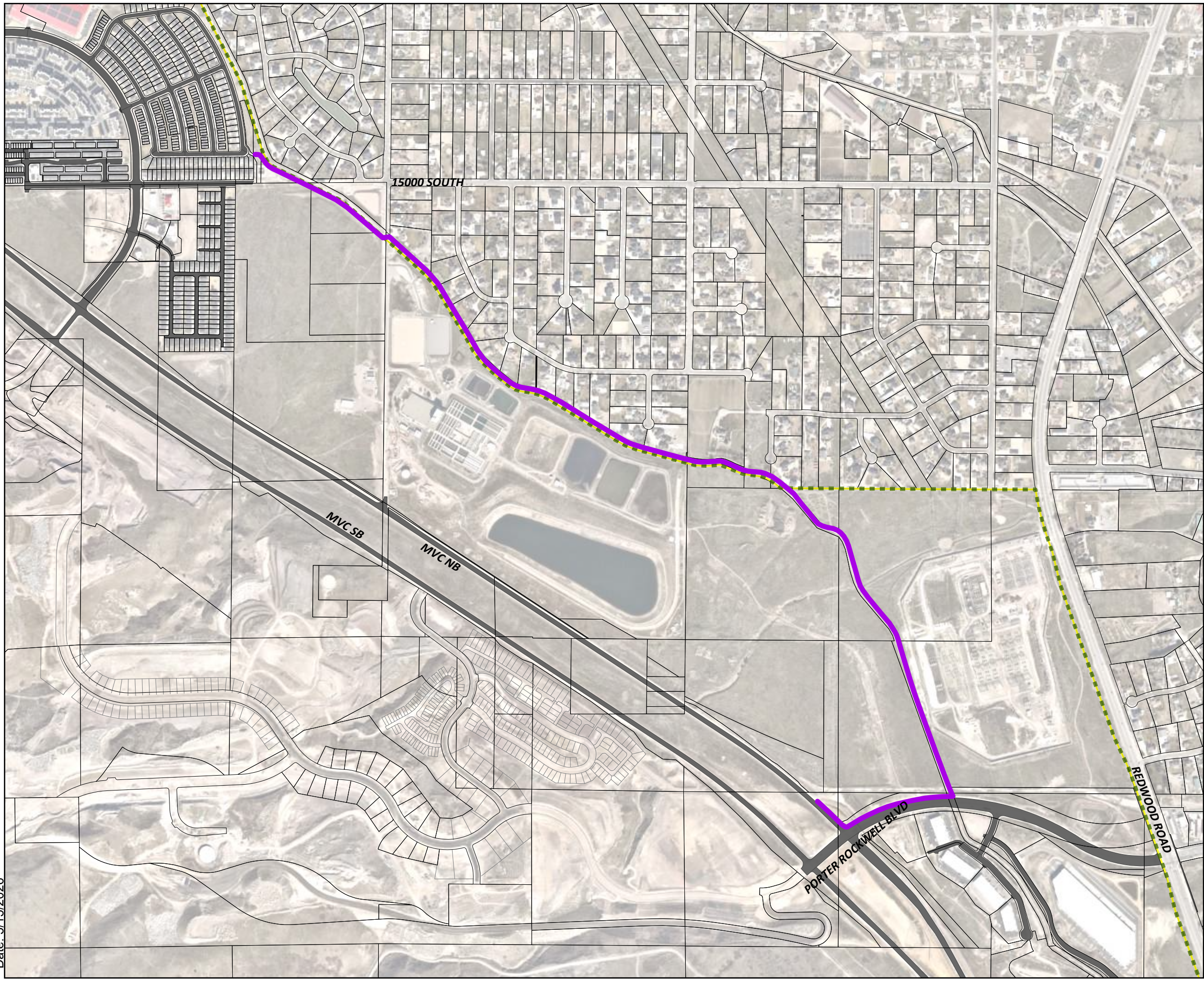
Exhibit A-Trail Map

Exhibit B-Support Letter

HERRIMAN CITY WELBY JACOB CANAL TRAIL MAP



-  Herriman City Boundary
-  Parcels
-  Welby Jacob Canal Trail





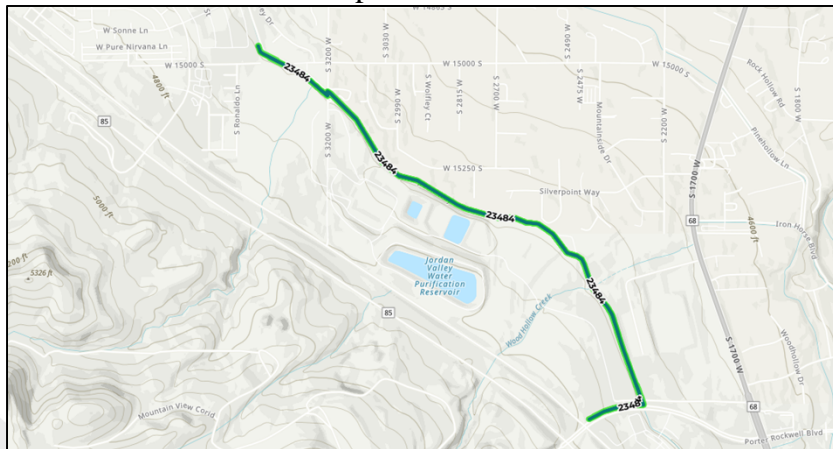
May 21, 2026

Utah Department of Transportation
Attn: UDOT Trails Division
4501 South 2700 West
Salt Lake City, Utah 84129

Re: Local Agency Trail Charter – Project Support

To whom it may concern:

On May 15, 2026, the UDOT Trails Division presented a plan to design and construct a Utah Trail Network project with Herriman and Bluffdale in Salt Lake County, named the Welby Jacob Canal Trail. The Welby Jacob Canal Trail will be a paved trail spanning approximately 1.9 miles along the Welby-Jacob Canal and the boundary of Herriman and Bluffdale. This project will connect at the north end to an existing trail network that runs through Riverton and South Jordan, and to the south with the existing Mountain View Corridor trail that extends to Lehi and Saratoga Springs. A depiction of the trail network is provided below:



This letter is an acknowledgement of UDOT's work on this project and signifies support from Herriman City for the Welby Jacob Canal Trail. Herriman is committed to being an active partner in delivering this project for its residents and other local active transportation users.

Sincerely,

Lorin Palmer
Herriman Mayor

5355 W. Herriman Main St. • Herriman, Utah 84096
(801) 446-5323 office • (801) 446-5324 fax • herriman.org



STAFF REPORT

DATE: May 14, 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:

- 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).
- Require a minimum lot area of 10,000 square feet for a detached ADU (Council Direction February 25, 2026).
- The maximum height of a detached ADU is 25 feet (Commission).
- Minimum setbacks for a detached ADU shall match setbacks for an accessory structure (Commission).
- Recommend that the City Council consider a policy that regulates “road cut permits” for ADUs to negate undesirable impacts on City infrastructure (Commission).
- 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).
- 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).

ALIGNMENT WITH STRATEGIC PLAN:

- **QL 2 – Balanced land use**
- **QL 2.1 – General Plan**

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 ADUs, residents are increasingly submitting inquiries or requesting permission to construct DADUs. As such, the City Council authorized staff to research and draft an ordinance regulating DADUs for Council review and decision.

DISCUSSION:

While both internal and detached ADUs are now mandated in Utah municipalities over 5,000 population, the development and use of ADUs remain a concern for cities. The attached ordinance complies with new State mandates but may still require adjustments as it is implemented.

The attached draft ordinance would permit detached ADUs in all zones that allow single-family dwellings and have a minimum lot area of 10,000 square feet. Recent state law allows detached ADUs on lots of 11,000 sq. ft. or larger. Additional provisions and recommendations from the Planning Commission include:

- Maximum size limitation of 1,000 square feet.
- Height limit of 25 feet.
- 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.
- Design standards matching the principal dwelling
- One additional off-street parking space (where permissible in State Code)
- Owner occupancy requirement (which is a typical municipal regulation)
- Standards for the potential conversion of existing accessory structures
- Short-term rental prohibition of ADUs, and
- 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, calling it “long overdue.” The resident recommended increasing the proposed maximum building height to 25 feet, or to the height of the primary dwelling.

Following the public 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.

City Council Meeting.

On February 25, 2026, the City Council reviewed and considered the proposed amendment during a public meeting. Although the agenda item was not scheduled as a hearing, the Council did receive written and oral comments from Andrea Bradford, Chair of the Herriman City Planning Commission. As chair, Ms. Bradford did not vote on the Commission’s motion, and while she is supportive of permitting detached ADUs, she expressed the following positions that are contrary to portions of the Commission’s recommendation (see Attachment C):

- Increase minimum lot size to 10,000 square feet; and
- Limit only one ADU per lot.

Following the staff presentation of the proposed amendment and Council discussion, the Council voted to table the proposal and requested several modifications to the draft ordinance. A summary of the Council’s recommendations is attached to this report for reference (see Attachment D).

Also, following the conclusion of the February 25, 2026, City Council meeting, the 2026 Utah State Legislature passed an anticipated bill that mandates that cities with populations greater than 5,000 permit DADUs. Excerpts of this bill have also been attached to this report for reference (see Attachment B).

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. As stated in this report, the City received public comment on this proposal, which has been included in this staff report for Council consideration and the public record. Based on a review of all applicable standards and the adopted *Herriman City Moderate Income Housing Plan*, staff finds the proposed amendment is consistent with the applicable factors listed above and recommends approval of the draft ordinance (see Attachment E).

ALTERNATIVES:

The City Council may consider the following alternatives:

- Approve the amendment as originally drafted.
- ✓ ***Approve the amendment with modifications proposed by the Commission, staff, and Council as shown in the attached draft ordinance.***
- Deny the amendment based on findings identified by the Council.
- Continue or “table” the proposal for further consideration; the Council may request additional information or modifications, if needed.

FISCAL IMPACT:

The proposal does not obligate the adopted or future Herriman City Budget, and widespread analysis indicates that ADUs increase property values and City revenues with minimal impact.

ATTACHMENTS:

- A. Moderate Income Housing Plan
- B. Utah Code Statutory Excerpts
- C. Public Comment
- D. Council Comment
- E. 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 – UTAH STATE CODE STATUTORY EXCERPTS

Detached Accessory Dwelling Units (S.B. 284, 2026)

Utah Code § 10-21-101 (Definition)

Detached accessory dwelling unit means an accessory dwelling unit that is not attached to or within a primary detached single-family dwelling and located on the same lot or parcel as the primary detached single-family dwelling.

Utah Code § 10-21-304(1)

(1)(a) A specified municipality shall adopt a land use regulation that permits a detached accessory dwelling unit on any lot or parcel that is 11,000 square feet or larger and contains a single-family dwelling, if the single-family dwelling is a permitted use on the lot or parcel.

(1)(b) This section does not prohibit a municipality from adopting a land use regulation that permits a detached accessory dwelling unit on a lot or parcel that is smaller than 11,000 square feet.

Utah Code § 10-21-304(2)

(2) A land use regulation described in Subsection (1) shall:

- (a) require that a detached accessory dwelling unit comply with all applicable building, health, and fire codes; and
- (b) include a process for the owner of a legally constructed accessory structure to convert the accessory structure to a detached accessory dwelling unit subject to applicable:
 - (i) dwelling and accessory structure setback requirements; and
 - (ii) building, health, and fire codes.

Utah Code § 10-21-304(3)

(3) A land use regulation described in Subsection (1) may not:

- (a) require a conditional use permit for a detached accessory dwelling unit if the proposed detached accessory dwelling unit is located in a primarily residential zone;
- (b) require more than two on-site parking spaces assigned to a detached accessory dwelling unit that is 650 square feet or larger;
- (c) require more than one on-site parking space assigned to a detached accessory dwelling unit that is smaller than 650 square feet; or
- (d) include design standards for a detached accessory dwelling unit that conflict with Section 10-20-618.

Utah Code § 10-21-304(4)

A land use regulation described in Subsection (1) may:

- (a) require a detached accessory dwelling unit to:
 - (i) conform to applicable land use regulations that regulate structure size, dimension, height, and maximum lot coverage;
 - (ii) conform to setback requirements, that may take into account proximity to property lines and other structures, easements, window orientation, massing, or other elements; and
 - (iii) be designed consistent with the design of the single-family dwelling;
- (b) prohibit a detached accessory dwelling unit from being:
 - (i) larger in size than the single-family dwelling located on the same lot or parcel;
 - (ii) located within a public utility easement or other recorded easement;
 - (iii) located in a front-yard area of a lot or parcel; or
 - (iv) rented for less than 90 consecutive days;
- (c) require that the owner of a lot or parcel where a detached accessory dwelling unit is located reside in the detached single-family dwelling or detached accessory dwelling unit located on the lot or parcel;
- (d) require that when a detached garage is converted to a detached accessory dwelling unit, any parking spaces required for the single-family dwelling that were located within the detached garage are replaced on-site;
- (e) prohibit more than one accessory dwelling unit on a lot or parcel; and
- (f) prohibit a detached accessory dwelling unit if:
 - (i) the detached accessory dwelling unit will not have adequate access to a required utility service that is a project improvement, including sanitary sewer, culinary water, electrical, or storm water; or
 - (ii) a utility service that is a system improvement, including sanitary sewer, culinary water, electrical, or storm water, to which the detached accessory dwelling unit is required to connect does not have sufficient capacity to support the addition of the detached accessory dwelling unit to the utility service system improvements.

Utah Code § 10-21-304(5)

This section does not supersede:

- (a) a land use regulation that regulates a detached accessory building that is not a detached accessory dwelling unit;
- (b) prohibitions or restrictions on detached accessory dwelling units in a development agreement signed by a municipality on or before May 6, 2026; or
- (c) a land use regulation or administrative action that:
 - (i) is not prohibited by law; and
 - (ii) relates to a detached accessory dwelling unit.



Public Comment Form

This online form is available for the public to voice their comments to the Herriman City Council and Planning Commission. Comments will be submitted to the Recorder's Office to be part of the official record during the meeting. To be a part of the record, comments must be submitted by the start of the meeting.

Name

Andrea Bradford

Email

[REDACTED]

Residential Address

Herriman, Utah 84096

Which item will you be commenting on?

Agenda item (please provide item number)

Agenda item number (if applicable)

9.3

Meeting date

2/25/2026

Comment

Mayor and Councilmembers, I wanted to share concerns related to the following proposed amendments to Title 10 Land Development Code to permit detached Accessory Dwelling Units: PROPOSED

AMENDMENTS A. 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. B. Minimum setbacks for a detached ADU shall match setbacks for an accessory structure *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. C. Infrastructure concerns and altering the character of existing single family neighborhoods. D. Require a minimum lot area of 7,000 square feet for a detached ADU E. "Land uses should protect public health, foster a positive community atmosphere, and promote social mobility."

Concerns: 1. Allowing one detached (DADU) and one internal accessory dwelling unit (ADU) on a single lot This amendment would allow for up to three separate families (with no limit on the number of individuals or vehicles) on one single family lot. This could potentially increase the number of vehicles to six, the number of individuals to six adults (and does not event take into children). If you take the example of an existing street with five homes and two adults per home. Then consider the current allowance for an ADU in each of those units with two additional adults and that could be approximately 20 adults. Finally, if you add DADUs with another two adults per unit that is the potential for 30 adults on one street of five homes. So, you have gone from a street with five homes meant to accommodate 10 adults to 30 adults and up to 30 vehicles. "Detached accessory dwelling units provide affordable housing options, support aging in place, and optimize land use without altering neighborhood character." 2. Minimum setbacks Per City code setbacks for the primary residential structure are 25' in the front and rear yards and 10 feet for the side yard. With the proposal for DADUs of 10 feet for the rear and 8 feet for the side or potentially less this would put a DADU home 16 feet from another DADU or 18 feet from a primary home. And with many of these DADUs being built after primary homes in many of our established neighborhoods residents will suddenly have closer neighbors than they originally had when they purchased their homes. Having individuals and potentially their children in new builds on existing single family lots would also be much more disruptive and in closer proximity than we currently allow backyard chickens. City Code 10-29-7 Animals And Fowl B-10-d Backyard chickens requires that all chicken coops shall be placed at least 25 feet from any dwelling on an adjacent lot.

https://herriman.municipalcodeonline.com/book?type=ordinances#name=10-29-7_Animals_And_Fowl 3.

Infrastructure and services when turning a single family lot into a three family lot Existing infrastructure (roads, utilities) for single family neighborhoods with lots ranging from 7,000 to 12,000 are built to accommodate single family homes and not three families per lot. This also adds additional individuals in an area which increases the need for services (emergency, waste). Two additional families/residences on a single family lot will affect the density, parking, and the overall environment of those established neighborhoods. Herriman City Code 10-10 Residential Zones has the following guidelines: 1. R-1 zone. The purpose of the R-1 zone is to establish single-family neighborhoods which provide persons who reside therein a comfortable, healthy, safe, and pleasant environment. 2. R-2 zone. The purpose of the R-2 zone is to establish low- to medium-density residential neighborhoods which provide persons who reside therein a comfortable, healthy, safe, and pleasant environment. 4.

Proposed lot size The proposed lot size of 7,000 square feet for a detached ADU is not appropriately sized for a detached ADU. Preexisting lots under 12,000 are not adequately setup or sized to provide or allow for a buffer between neighboring houses and a DADU, allow for off site parking which will push inhabitants of the ADU and the DADU to use on street parking leading to difficulties with trash pickup, snowplow services, creating traffic and safety issues, and change the overall character of single family neighborhoods. 5. Changing the character of a neighborhood The amendment to allow both an ADU and a DADU on small 7,000 square foot lots will change the character of these neighborhoods. Current code only allows an ADU on residential lots that are 6,000 square feet or larger presumably to accommodate additional vehicles and ensuring that neighborhoods can reasonably accommodate two families per lot. Herriman City code 10-29-26 Internal Accessory Dwelling Unit Regulation currently states that "An internal accessory dwelling unit (ADU) shall be allowed only on parcels containing a single-

Attachment C – City Council Comment

The City Council discussed seven key policy areas for the detached ADU ordinance and voted unanimously (5-0) to continue the item and direct staff to return with a revised draft incorporating Council direction.

Part 1: Requests That Can Be Incorporated Without Regulatory Conflicts

The following Council directions are internally consistent, align with state legislation (Senate Bill 284), and can be drafted into the ordinance without creating regulatory conflicts:

No	Amendment Request	Council Consensus	Compatibility Notes
1	Only one ADU per lot (internal OR detached, not both)	Unanimous agreement — departed from Planning Commission's recommendation to allow both	The state bill permits cities to prohibit having both; this is fully within local authority.
2	Minimum lot size of 10,000 sq ft (up from Planning Commission's 7,000 sq ft)	Unanimous agreement — Council felt 7,000 sq ft lots would rarely accommodate an ADU and would consume excessive staff time	The state bill would not allow requiring <i>more</i> than 10,000 sq ft, so 10,000 is the maximum the city could set and is compliant.
3	Require two off-street parking stalls for ADUs over 650 sq ft; one stall for ADUs under 650 sq ft.	Unanimous agreement — matched the state bill's language	Fully consistent with the state draft; no conflict with existing parking code.
4	Use larger setbacks (staff's initial draft: 10 ft rear, 8 ft side) rather than mirroring the smaller setbacks of the accessory structure code.	Unanimous agreement — Council agreed a habitable dwelling has greater impact on neighbors than a storage shed	This is a straightforward code provision; no conflict with State bill, which allows cities to set setback standards.
5	Shared utility meters — ADUs should connect through existing meters/connections rather than requiring separate meters	Unanimous agreement — avoids new road cuts and laterals; the impact on the system comes through connections already paid for	Consistent with the Planning Commission's concern about road cuts and with the city's recently tightened road cut ordinance.

No	Amendment Request	Council Consensus	Compatibility Notes
6	Maintain owner-occupancy requirement — require recordation of Notice of Owner Occupancy Requirement against property title	Unanimous agreement	The state bill continues to support owner-occupancy requirements.
7	Maintain short-term rental prohibition (rentals less than 30 days)	No objection — consistent with existing code and state draft	Already in the draft ordinance; no conflict.
8	Combine internal and detached ADU regulations into one code section	No objection — staff recommended this for easier administration	A structural/organizational change with no regulatory conflict.
9	Allow nonconforming treatment for existing structures — pre-existing permitted buildings that exceed new standards could be converted to ADUs under nonconforming provisions, but must still meet parking and other operational standards.	Agreed — Council member (attributed to Terrah Anderson) raised the question about existing barns/pole barns	Can be drafted as a grandfathering clause without conflicting with new construction standards.
10	Track demand data — staff should track inquiries from residents who want ADUs on lots smaller than 10,000 sq ft, and from those wanting both internal and detached ADUs	Agreed — Council wants data to inform future adjustments	An administrative/policy directive, not a regulatory provision; no conflict.
11	Staff to bring impact fee recommendations — particularly for police, fire, and roads	Agreed — Jared Henderson amended the motion to include this directive	Impact fees are a separate policy instrument; staff can develop recommendations without conflicting with the land use ordinance.

Summary

The Council reached a clear, conflict-free consensus on the core regulatory framework: one ADU per lot, a minimum lot size of 10,000 sq ft, tiered parking requirements, larger setbacks, shared utility metering, and maintained owner-occupancy.

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 May 27, 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 voted unanimously to continue it; and

WHEREAS, the 2026 Utah State Legislature passed Senate Bill 284, which mandates that municipalities with populations greater than 5,000 permit detached accessory dwelling units; and

WHEREAS, on May 27, 2026, the Council reconsidered a revised 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 revised Zoning Code amendment;

NOW, THEREFORE, be it ordained by the Herriman City Council for approval to amend the Herriman City Land Development Code regarding detached 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 27th day of May 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, and amending additional sections as warranted for consistency, as follows:

CHAPTER 10-36 ACCESSORY DWELLING UNITS

10-36-1 Purpose

10-36-2 Intent and Authority

10-36-3 Definitions

10-36-4 Applicability

10-36-5 General Standards Applicable to All ADUs

10-36-6 Development Standards for Internal ADUs

10-36-7 Development Standards for Detached ADUs

10-36-8 Development Standards Summary Tables for ADUs

10-36-9 Conversion of Existing Accessory Structures to Detached ADUs

10-36-10 Permitting

10-36-11 Demand Tracking

10-36-12 Severability

10-36-13 Effective Date

10-36-1 Purpose

The purpose of this chapter is to regulate the proper development and use of accessory dwelling units (ADUs) — including internal and detached types — within Herriman City. This chapter implements the City's Moderate Income Housing Plan, advances the goals of the General Plan, and ensures that ADUs are developed in a manner compatible with existing neighborhoods, protect public health and safety, and optimize land use.

10-36-2 Intent and 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 chapter 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 Definitions

The following definitions apply to this chapter:

- A. Accessory Dwelling Unit (ADU). A self-contained residential unit located on the same lot as a single-family dwelling, containing its own kitchen, bathroom, and sleeping facilities, and subordinate in size and use to the principal dwelling. ADUs are classified as either internal or detached, as defined below.
- B. Internal Accessory Dwelling Unit (IADU). An ADU that is contained entirely within, or attached to, the principal single-family dwelling, including units created within a basement, garage conversion, or addition to the principal structure.
- C. Detached Accessory Dwelling Unit (DADU). An ADU that is physically separated from the principal single-family dwelling and located on the same lot or parcel. This definition does not include ADUs that are internal or attached to the principal dwelling. (Cross-reference: HCC 10-3-5 "Accessory Building or Structure")
- D. Owner Occupant. For purposes of this chapter, the property owner is defined as the titleholder of the lot or parcel, or an immediate family member such as a parent, child, spouse, sibling, or grandchild, who occupies either the principal dwelling or the ADU as a primary residence.
- E. Short-Term Rental. A rental of a dwelling unit for a period of fewer than 30 consecutive days, as defined in HCC 10-3-6.

10-36-4 Applicability

- A. Internal ADUs. Internal 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. No minimum lot size is required for an internal ADU beyond what is required for the principal dwelling in the applicable zoning district.
- B. Detached ADUs. 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, on lots or parcels with a minimum area of 10,000 square feet, subject to compliance with the regulations of this chapter.
- C. One ADU Per Lot. Only one ADU — whether internal or detached — shall be permitted on any single lot or parcel. A property may not have both an internal ADU and a detached ADU simultaneously.
- D. Subordinate Use. All ADUs are accessory uses and shall remain subordinate to the principal single-family dwelling in size and function. (Cross-reference: HCC 10-16 Table of Uses; HCC 10-34 Accessory Buildings and Structures)

10-36-5 General Standards Applicable to All ADUs

The following standards apply to both internal and detached ADUs unless otherwise specified in Sections 10-36-6 or 10-36-7.

- A. Owner _____ Occupancy.

1. The property owner shall occupy either the principal dwelling or the ADU as a primary residence.
2. The 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. A Notice of Owner Occupancy Requirement shall be recorded against the property title.
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, provided an on-site property manager is provided during the period of absence.

B. *Short-Term Rental Prohibited.* ADUs shall not be used as short-term rentals as defined in HCC 10-3-6. Rentals of fewer than 30 consecutive days are prohibited.

C. *No Separate Sale.* ADUs shall not be sold separately from the principal dwelling.

D. *Business License.* A business license shall be required if the ADU is rented for long-term occupancy. (Cross-reference: HCC 10-5-9 Permitted Uses; HCC 10-5-22 Zoning Compliance Review)

E. *Utilities.* ADUs shall connect to municipal water and sewer. Connections shall be made through the existing meters and service connections of the principal dwelling. Separate meters are optional and shall not require new road cuts or new lateral connections where existing connections are adequate.

F. *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 rights-of-way;
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.

G. *Impact Fees.* Impact fees shall be assessed in accordance with the adopted City Fee Schedule. Staff shall develop and bring to the City Council recommendations for impact fees

applicable to ADUs, including fees for police, fire, and roads.

H. Compliance with Title 10. Unless otherwise specified within this chapter, all 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).

10-36-6 Development Standards for Internal ADUs

A. Location. Internal ADUs shall be located entirely within or attached to the principal single-family dwelling, including within a basement, attached garage conversion, or addition to the principal structure. Internal ADUs shall not be located in a detached accessory structure.

B. Maximum Floor Area. The maximum floor area of an internal ADU shall not exceed fifty percent (50%) of the gross floor area of the principal dwelling, or 1,000 square feet, whichever is less.

C. Entrance. Internal ADUs shall have a separate entrance from the principal dwelling, which may be located on the side or rear of the structure. A shared interior entrance between the principal dwelling and the internal ADU is permitted.

D. Design Standards. Any addition to the principal dwelling to accommodate an internal ADU shall be constructed of materials and colors that complement the principal dwelling and shall comply with the architectural standards in HCC 10-29-45 and HCC 10-34-4.

E. Parking. One (1) additional off-street parking space shall be provided for the internal ADU. Tandem parking is permitted. (Cross-reference: HCC 10-24 Off-Street Parking)

F. Height and Setbacks. Internal ADUs shall comply with the height and setback requirements applicable to the principal dwelling in the applicable zoning district, as no separate structure is created.

10-36-7 Development Standards for Detached ADUs

A. Maximum Floor Area. The maximum floor area of a detached ADU shall not exceed 1,000 square feet, excluding covered or enclosed square footage reserved for off-street parking. A detached ADU shall not be larger in floor area than the principal single-family dwelling on the same lot.

B. Height. Detached ADUs shall not exceed twenty-five (25) feet in height.

C. 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.

4. Detached ADUs shall not be located within a public utility easement or other recorded easement.

5. Detached ADUs shall not be located in the front-yard area of a lot or parcel.

D. Design Standards.

1. Detached ADUs shall be constructed of materials and colors that complement the principal dwelling.
2. Roof pitch shall be similar to that of the principal dwelling.
3. 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 detached ADU may be permitted upon compliance with applicable building codes.
 - b. Window placement within the second floor, attic, or loft space of a detached ADU that has an exterior unobstructed view into an adjacent private residence or yard requires a minimum windowsill height of 6 feet, measured from the elevation of the corresponding floor plate.
4. 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 Dwelling Standards; HCC 10-34-4 Architectural Standards)

E. Parking.

1. Two (2) additional off-street parking spaces shall be provided for a detached ADU that is 650 square feet or larger.
2. One (1) additional off-street parking space shall be provided for a detached ADU that is smaller than 650 square feet.
3. Tandem parking is permitted.
4. When a detached garage is converted to a detached ADU, any parking spaces required for the principal dwelling that were located within the detached garage shall be replaced on-site. (Cross-reference: HCC 10-24 Off-Street Parking)

10-36-8 Dimensional Standards Summary Table for ADUs

The following table summarizes the key dimensional standards for each ADU type for quick reference. In the event of a conflict between this table and the text of this chapter, the text shall control.

<u>Standard</u>	<u>Internal ADU</u>	<u>Detached ADU</u>
------------------------	----------------------------	----------------------------

<u>Minimum Lot Size</u>	<u>None (beyond principal dwelling requirement)</u>	<u>10,000 sq ft</u>
<u>Maximum Floor Area</u>	<u>Lesser of 50% of principal dwelling or 1,000 sq ft</u>	<u>1,000 sq ft (not to exceed principal dwelling size, excluding the garage)</u>
<u>Maximum Height</u>	<u>Per principal dwelling zoning standards</u>	<u>25 ft, or not taller than the primary structure.</u>
<u>Rear Yard Setback</u>	<u>Per principal dwelling zoning standards</u>	<u>10 ft</u>
<u>Side Yard Setback</u>	<u>Per principal dwelling zoning standards</u>	<u>8 ft</u>
<u>Parking (≥ 650 sq ft)</u>	<u>1 additional off-street space</u>	<u>2 additional off-street spaces</u>
<u>Parking (< 650 sq ft)</u>	<u>1 additional off-street space</u>	<u>1 additional off-street space</u>
<u>Short-Term Rental</u>	<u>Prohibited (< 30 days)</u>	<u>Prohibited (< 30 days)</u>
<u>Owner Occupancy</u>	<u>Required</u>	<u>Required</u>
<u>Separate Sale</u>	<u>Prohibited</u>	<u>Prohibited</u>

10-36-9 Conversion of Existing Accessory Structures to Detached ADUs

Existing accessory structures that do not meet current building or zoning standards for new detached ADUs may be converted only upon satisfaction of the following criteria:

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 — including structural stability, egress, and 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. The structure cannot be brought into compliance with minimum life-safety standards without substantial expansion.
2. Conversion would result in significant detrimental impacts, including but not limited to blocking emergency access or 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.

D. Nonconforming Structures — Grandfathering. A pre-existing permitted building that exceeds the dimensional standards for an ADU (including an existing barn or pole barns) may be converted into an ADU under the nonconforming provisions of this chapter, provided that:

1. The structure was lawfully established before the adoption of this chapter;
2. The conversion does not increase the degree of nonconformity; and
3. The converted ADU meets all parking, owner-occupancy, utility, and operational standards of this chapter. (Cross-reference: HCC 10-34 Accessory Buildings and Structures)

10-36-10 Permitting

A. Pre-Application Meeting. 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 applicable requirements.

B. Permitted Use. All ADUs shall be processed as a permitted use upon compliance with this chapter. No conditional use permit shall be required for an ADU located in a primarily residential zone.

C. Building Permit. A building permit shall be required for all ADUs. Proposed building plans shall comply with applicable building, fire, and health codes.

D. Streamlined New-Construction Permitting. An applicant may obtain a building permit for a single-family dwelling that includes an ADU as part of the same application, subject to:

1. Recording a Property Notice requiring owner occupancy with the Salt Lake County Recorder; and
2. Business license registration for all operable ADUs that are rented for long-term occupancy.

E. Business License. A business license shall be required if the ADU is rented for long-term occupancy. (Cross-reference: HCC 10-5-9 Permitted Uses; HCC 10-5-22 Zoning Compliance Review)

10-36-11

Demand

Tracking

Under the direction of the Planning Director, city staff shall track and report to the City Council inquiries and applications from residents who:

A. Request an ADU on a lot smaller than 10,000 square feet; and

B. Request both an internal and a detached ADU on the same lot.

This data shall be used to inform future policy adjustments and amendments to this chapter as needed.

10-36-12 Severability

If any provision of this chapter is declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

10-36-13 Effective Date

This ordinance shall take effect upon publication as required by law.

In addition to the preceding ordinance, the following sections of Title 10 shall be amended under the direction of the City Recorder as follows:

- Section 10-3 Definitions shall be amended for consistency with the terms used and defined within Chapter 10-36
- Chapter 10-16 Land Uses shall be amended for consistency with the permitted land uses identified within Chapter 10-36 (i.e., “Dwelling, single-family with detached or internal (~~not detached~~) accessory dwelling unit”)
- Section 10-29-3 Internal Accessory Dwelling Units shall be deleted in its entirety;
- Update all internal cross-references throughout Title 10 that cite “HCC 10-29-26” to cite instead “HCC chapter 10-36.”



DATE: May 17, 2026

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Discussion and consideration of an Underwriter Engagement Agreement with Stifel, Nicolaus & Company, Incorporated for underwriting services

RECOMMENDATION:

Staff recommends approving the Agreement.

ISSUE BEFORE COUNCIL:

Should the City Council approve the Agreement?

ALIGNMENT WITH STRATEGIC PLAN:

LV 7 – Ensure fiscal sustainability within all City functions

BACKGROUND/SUMMARY:

The City's Series 2015 A & B Sales and Franchise Tax Revenue Bonds are eligible to be refunded, which would reduce debt service costs. The City issued an RFP for an underwriter. The City received 5 responses. After evaluating the proposals, Stifel, Nicolaus & Company, Incorporated ("Stifel") rated highest. Staff recommends awarding the bid and signing an Underwriter Engagement Agreement with Stifel.

DISCUSSION:

Current market conditions make refunding the 2015 Sales and Franchise Tax Revenue Bonds likely to generate about \$833,000 in gross savings over the remaining life of the debt. Because of market volatility, staff and the City's financial advisor, Zions Public Finance, recommend a negotiated bond sale over a competitive sale. In a negotiated bond sale, the City selects an underwriter in advance to structure and sell the bonds. The City and underwriter then negotiate interest rates, bond terms, and compensation, allowing for a tailored issuance, flexible timing, and better responsiveness to market conditions.

A Request for Proposals was issued on March 27, 2026. The City received five (5) responses. Two firms tied in scoring. Under the City's Purchasing Policy, staff recommends awarding the contract to the lower-priced bidder.

ALTERNATIVES:

The City Council may decline to approve the Agreement.

FISCAL IMPACT:

Estimated savings are approximately \$833,000, though the final amount will not be known until the bonds are sold.

ATTACHMENTS:

RFP-Underwriting Services
Scoring Sheet
Stifel RFP Response
Underwriter Engagement Agreement

INTRODUCTION

The Herriman, Utah (the “City”) is soliciting proposals to retain underwriting services from qualified underwriters to prepare and market its approximately \$15,475,000 Sales Tax Revenue Refunding Bonds, Series 2026 (“2026 Bonds”). The City would look to refund the remaining 2015 Series A and B bonds. Interested parties should submit responses to this Request For Proposals via e-mail on or before Wednesday, April 15, 2026 at 12:00 p.m. (MT) to:

Zions Public Finance, Inc.
Johnathan Ward

Please contact the City’s Municipal Advisor, Johnathan Ward, if additional information is required.

PROPOSAL SUBMISSION REQUIREMENTS

Brief responses are requested and lengthy or extensive presentations are discouraged. Your proposal will be limited to not more than 5 pages (excluding appendices) with a font size not less than 11 point and regular margins.

TERM OF ENGAGEMENT

The term of this engagement is for this specific financing. However, the City reserves the right to change the anticipated method of sale at any time and to form a team of underwriters of its choice. No joint proposals will be accepted.

SCOPE OF WORK

The scope of services requested by this RFP is to provide the following professional and expert services:

1. Become a member of the City’s financing team;
2. Provide input regarding the structure and terms of the proposed bond issue;
3. Provide input regarding the City’s disclosure document;
4. Develop a marketing plan for the bonds to obtain pricing that is commensurate with the City’s high-grade credit rating;
5. Aggressively engage in pre-sale marketing efforts and assist with investor outreach meetings when requested;
6. Be willing to underwrite unsold balances if required;
7. Execute a definitive bond purchase contract.



CONTENT OF PROPOSAL

Your proposal must include the following:

(1) Firm Description

- a. Please provide the name, title, address, telephone, and e-mail of the banker who will serve as your firm’s lead contact for the City. Include a brief résumé for this individual that includes his/her years of experience in this role.
- b. Please provide the name, title, address, telephone, and e-mail of the individual who will serve as your firm’s lead underwriter for the City. Include a brief résumé for this individual that includes his/her years of experience in this role.

(2) Experience

- a. Provide, in an appendix, a list of sales tax revenue bond issues for which your firm has acted as the Senior Managing underwriter since January 1, 2023. Include both the ratings and the par amount of each issue. Please total the columns detailing the number of transactions and the par amounts.
- b. Please provide a list similar to the one described in 2a. that highlights similar refunding bonds, with similar rating, and with similar sized municipalities.

(3) Underwriting Capability

- a. Provide, in an appendix, a list of Utah bond issues for which your firm submitted a bid, alone or as the syndicate leader, at a competitive, sealed-bid sale since January 1, 2023. How many of those bids did you win?
- b. Provide 5 examples from January 1, 2023 of your firm’s willingness to put your capital at risk by underwriting unsold balances without first increasing yields.

(4) Market Recommendations

- a. Please provide your estimate of yields and coupons for this issue under a traditional tax-exempt structure as of Thursday, April 9, 2026. Include the spread to the April 9, 2026 end-of-day MMD scale on a maturity-by-maturity basis. Assume an S&P rating of AA+. Use the MMD scale interpolated for August 1 payments and the estimated maturity schedule below.

b.

Maturity	Amount
8/1/2026	1,315,000
8/1/2027	1,385,000
8/1/2028	1,450,000
8/1/2029	1,525,000
8/1/2030	1,610,000
8/1/2031	1,685,000
8/1/2032	1,775,000



8/1/2033	1,860,000
8/1/2034	1,400,000
8/1/2035	1,470,000
	\$15,475,000

Fees

- a. Provide your proposed underwriter’s fees and expenses, separately, per \$1,000 for an estimated \$15.475 million bond issue. Provide a detailed breakdown of fees and expenses. Do not include expenses that the underwriter is not traditionally responsible to pay.
- b. Please provide fees for underwriter’s counsel, if required.

EVALUATION CRITERIA AND PROCESS

The City will form a team to evaluate all proposals and recommend the selection of a group of underwriters. In considering your firm’s proposal, the City’s evaluation team will carefully evaluate and make recommendations based on the following criteria:

- | | |
|---|-----|
| 1. The team composition and experience | 20% |
| 2. Your firm’s underwriting capability | 35% |
| 3. Your view of expected interest rates | 10% |
| 4. Underwriting fees and expenses | 35% |

The City reserves the right to waive any irregularity in any proposal and to accept or reject any or all proposals.

Herriman STRRB

RFP

Underwriter

COMMITTEE MEMBER: Consensus

COMMITTEE SCORE SHEET

Committee Members: Rate each criterion 0-5 according to the scale below.

RATING: 5= Excellent 4 = Good 3 = Acceptable 1-2 = Poor 0 = Unacceptable

Proposer Name: DA Davidson

Evaluation Criteria	Weight		Proposal Review		Final Score
Experience & Team	20%		5		1
Underwriting Capability	35%		3		1.05
Interest Rate Scale	10%		5		0.5
Fees and Expenses	35%		3		1.05
					3.6

Proposer Name: Key Bank

Evaluation Criteria	Weight		Proposal Review		Final Score
Experience & Team	20%		5		1
Underwriting Capability	35%		5		1.75
Interest Rate Scale	10%		5		0.5
Fees and Expenses	35%		4		1.4
					4.65

Proposer Name: Piper Sandler

Evaluation Criteria	Weight		Proposal Review		Final Score
Experience & Team	20%		3		0.6
Underwriting Capability	35%		3		1.05
Interest Rate Scale	10%		3		0.3
Fees and Expenses	35%		4		1.4
					3.35

Herriman STRRB

RFP

Underwriter

COMMITTEE MEMBER:

Consensus

COMMITTEE SCORE SHEET

Committee Members: Rate each criterion 0-5 according to the scale below.

RATING: 5= Excellent 4 = Good 3 = Acceptable 1-2 = Poor 0 = Unacceptable

Proposer Name: Raymond James

Evaluation Criteria	Weight		Proposal Review		Final Score
Experience & Team	20%		5		1
Underwriting Capability	35%		4		1.4
Interest Rate Scale	10%		3		0.3
Fees and Expenses	35%		3		1.05
					3.75

Proposer Name: Stifel, Nicholas, and Co

Evaluation Criteria	Weight		Proposal Review		Final Score
Experience & Team	20%		5		1
Underwriting Capability	35%		4		1.4
Interest Rate Scale	10%		5		0.5
Fees and Expenses	35%		5		1.75
					4.65

Proposer Name: TD Securities

Evaluation Criteria	Weight		Proposal Review		Final Score
Experience & Team	20%		4		0.8
Underwriting Capability	35%		4		1.4
Interest Rate Scale	10%		4		0.4
Fees and Expenses	35%		3		1.05
					3.65



**Request for Proposals to Provide
Underwriting Services
Herriman City, Utah
Sales Tax Revenue Refunding
Bonds, Series 2026**
April 15, 2026

STIFEL | Public Finance

April 15, 2026
Jonathan Ward
Zions Public Finance, Inc.

[REDACTED]
[REDACTED]

On behalf of Stifel, Nicolaus & Company, Incorporated (“Stifel” and “the Firm”), we are pleased to submit this proposal to provide underwriting services to Herriman City (the “City”). As supported by details herein, we would like to emphasize the following key aspects of our response:

#1 Utah Negotiated Underwriting Experience. Stifel is Utah’s top underwriter of negotiated bonds. Over the last five years, our team has underwritten 25.27% of all Utah negotiated bonds representing 102 transactions totaling \$2.8 billion (Source: SDC). Stifel brings the City a wealth of knowledge and a broad base of Utah revenue bond investors. We have proven our ability to deliver excellent results to Utah cities, including Lehi, South Jordan, Midvale, Vineyard, Millcreek, Sandy, Draper, and many others. We serve many of Utah’s revenue bond issuers and have an unblemished track record of delivering excellent results and capital support. We take an aggressive pricing approach to deliver low borrowing costs to our clients.

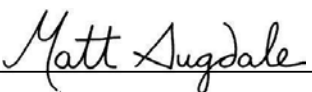
Stifel’s Investment in Utah Issuers. We have a deep-rooted investment in Utah, with our Utah team serving Utah issuers since 1984. Our Utah clients benefit not only from our status as the #1 underwriter in the nation, but also by our dedication to the local market. **We have sought the opportunity to work with the City for many years and hereby pledge our full resources and capabilities towards a successful transaction for the City.** Our team knows and works cooperatively with the City’s finance team and will be able to “hit the ground running” and immediately provide an unmatched level of service, experience, and dedication to the City and its Municipal Advisor.

Sales Tax Revenue Bond Underwriting Experience (By Number of Transactions). Since January 1, 2023, Stifel has been the nationally top-ranked senior underwriter for sales tax revenue bonds (per SDC). Within that time period, **Stifel has served as a sole or senior manager on 47 transactions with an aggregate par amount of \$1.3 billion, capturing 13% market share.** Experience matters and our experience with sales tax revenue bonds brings the City a highly refined process of pre-marketing efforts from our underwriting desk and sales force that leverages our relationships to maximize investor demand for sales tax revenue bonds.

#1 Underwriter Nationally (By Number of Transactions). For over the past decade (Source: SDC) **Stifel has been ranked as the #1 senior-managing underwriter of negotiated transactions nationally.** This status reflects our consistent presence in the market and resulting ability to deliver more balanced distribution than our Wall Street competition and broader distribution than our regional bank competition. Stifel underwrites more negotiated transactions than any other firm. **Additionally, Stifel has strong capabilities underwriting transactions equal in size to the City’s contemplated refunding transaction.** This activity is highly beneficial to our clients, providing innovative investor feedback, real-time data, and fresh market information that directly translate into successful transaction outcomes.

We appreciate this opportunity to present our qualifications.

Sincerely,



Matt Dugdale | Managing Director

Direct: [REDACTED]

Email: [REDACTED]



Herriman, UT

Request for Proposals to Provide Underwriting Services

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APPENDIX B – SALES TAX REVENUE REFUNDING BOND EXPERIENCE B-1

APPENDIX C – SYNDICATE AND SELLING MEMBER EXPERIENCE C-1

DISCLOSURE: As outlined in the SEC’s Municipal Advisor Rule, Stifel, Nicolaus & Company, Incorporated (“Stifel”) is providing the attached material and all information and advice contained therein in response to a request for proposals or request for qualifications (the “RFP”) by a municipal issuer or obligated person with respect to a specific issue of municipal securities. Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the RFP.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s- length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its’ own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

1. FIRM DESCRIPTION

A. Please provide the name, title, address, telephone, and e-mail of the banker who will serve as your firm’s lead contact for the City. Include a brief résumé for this individual that includes his/her years of experience in this role.



MATT DUGDALE Managing Director [Redacted]
 Direct: [Redacted] | Email: [Redacted]

Mr. Dugdale joined Stifel in 2019 through Stifel’s acquisition of substantially all of the assets of George K. Baum & Company (GKB), where he began his career in 2006. Mr. Dugdale serves as a municipal advisor and underwriter to municipal issuers. He acts as a valuable resource in structuring and executing new issue and refunding municipal bond financings. His experience and knowledge with general obligation, revenue, and other financing structures has benefited a wide variety of public clients, including cities, counties, school districts, special districts, and many more. Mr. Dugdale's financing experience includes administration buildings, school buildings, water systems, sewer systems, public works facilities, fire stations, police stations, museums, performing arts centers, libraries, technology infrastructure, roads and highways, convention centers, recreation centers, electric systems, legislative buildings, and healthcare facilities. As a municipal finance professional, his experience is complimented by his technical education and training in quantitative modeling and credit analysis. **Mr. Dugdale has extensive experience underwriting revenue bonds for Utah cities, including the City’s closest neighbors Riverton, South Jordan, and Eagle Mountain, and several other Utah peer cities including Lehi City, American Fork, Vineyard City, Lindon City, Midvale City, Sandy City, South Salt Lake City, and others.** Mr. Dugdale holds an M.S. in Finance from the University of Utah's David Eccles School of Business and a B.S. in Business Management from Brigham Young University's Marriott School of Management. Mr. Dugdale holds the Series 7, 63, and 50 licenses.

B. Please provide the name, title, address, telephone, and e-mail of the individual who will serve as your firm’s lead underwriter for the City. Include a brief résumé for this individual that includes his/her years of experience in this role.



Mike Imhoff Managing Director [Redacted]
 Direct: [Redacted]

Mr. Imhoff manages Stifel’s national underwriting operations and directs secondary market trading for the firm. As the firm’s lead underwriter, Mr. Imhoff has been underwriting transactions for 38 years. Mr. Imhoff currently serves on the FINRA Fixed Income Committee and the SIFMA Municipal Executive Committee. He served on the Municipal Securities Rulemaking Board (MSRB), and is a past Director of The Bond Market Association. He serves on the University of Colorado Foundation Board and the University of Colorado at Denver Business School Advisory Board. Mr. Imhoff received his BS in Finance and International Finance from the University of Colorado at Boulder, and studied at the London School of Business.

2. EXPERIENCE

A. Provide, in an appendix, a list of sales tax revenue bond issues for which your firm has acted as the Senior Managing underwriter since January 1, 2023. Include both the ratings and the par amount of each issue. Please total the columns detailing the number of transactions and the par amounts

Stifel is ranked as the #1 underwriter in negotiated sales tax revenue bonds nationally. Additionally, we are the #1 underwriter in the State of Utah (by # of transactions), meaning we have the experience that will benefit the City as we use our broad investor outreach to bring more investors to the City’s pricing.

Senior Managed Sales Tax Revenue Experience. Please see **Appendix A** for a complete list of Stifel’s senior managed sales tax revenue bond experience.

Stifel is ranked as the #1 underwriter for sales tax revenue bond transactions, underwriting 47 transactions totaling \$1.3 billion (see accompanying chart). Our extensive

experience will empower the service and results we deliver to the City. On top of this, **Stifel is #1 underwriter by number of transaction for Utah Sale tax revenue bond issuances since 2023.**

National Sales Tax Revenue Bond Underwriting Rankings
January 1, 2023 to Present (Ranked by # of Issues)

Rank	Firm	Number of Issues	Market Share	Par Amount (USD Millions)
1	Stifel	47	13.02%	\$1,371.39
2	Piper Sandler	46	12.74	940.05
3	Raymond James	39	10.8	2,988.92
4	D A Davidson	26	7.2	668.16
5	Stephens	20	5.54	431.37

Source: SDC (Full to Book Equal if Joint) Negotiated Transactions Ranked by Number of Issues. As of April 2, 2026

Utah Negotiated Underwriting Experience. Stifel ranks as the #1 underwriter for negotiated bonds in the State of Utah by par and number of transactions since 2020, holding 25.27% of the market share (102 transactions totaling over \$2.8 billion in par). Stifel brings a breadth of experience in handling all types of transactions, particularly those similar to the City’s. Stifel has a broad investor outreach and will be dedicated to ensuring a successful bond sale for the City.

Every Transaction Is Important. The volume of transactions we price nationwide (managed very proactively with our proprietary transaction system by both banking and underwriting personnel) is a powerful benefit to each client we serve. As the most active municipal underwriting firm, our clients receive innovative investor feedback, real-time data, information, and national attention on their financings.

B. Please provide a list similar to the one described in 2a. that highlights similar refunding bonds, with similar rating, and with similar sized municipalities.

Sales Tax Revenue Refunding Experience. Please see **Appendix B** for a complete list of Stifel’s senior managed sales tax revenue bond experience for refunding bonds, with similar ratings, and size to the City. Not only does Stifel work with Issuers of all sizes and ratings, we have ample experience with Utah transactions similar to the City. Below are two recent case studies of Stifel’s proven marketability and transaction execution for similar issues. These case studies should provide insight into our service to other Utah cities on their sale tax revenue bond transactions.



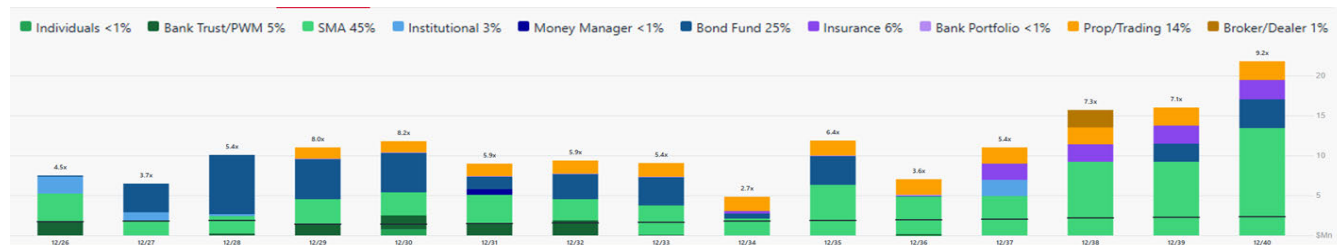
Lehi City, UT
\$27,250,000
Sales Tax Revenue Bonds, Series 2025B
Stifel Role: Sole Manager

Background. On Wednesday, December 17th, Stifel served as sole manager to Lehi City on their Sales Tax Revenue Bonds Series 2025B; the Bonds were issued to finance the construction of a science and technology building, the remodel of the existing “Show Barn,” and related improvements on the campus of Thanksgiving Point, a non-profit indoor and outdoor farm, garden, and museum complex located in the City. The bonds received an ‘AA+’ rating from Standard & Poor’s.

Market Conditions. The weeks leading up to Lehi’s pricing, the market experienced a significant influx in municipal supply. Supply went from \$16.6 billion the week prior to the City’s pricing to \$5.5 billion the week of pricing. The Fed opted to lower the federal funds target rate 25 basis points to a range of 3.50% to 3.75%, marking the third consecutive 25 basis point cut since September.

Pricing Results. The bonds were structured with 5.0% serial coupons from 2026 – 2040. The bonds are callable December 1, 2035. 29 institutional investors placed a total of 144 orders for the bonds, with a combined amount of \$162.675 million—approximately 6 times the amount of bonds available. The major

investor types placing orders for the bonds were Separately Managed Accounts (professional money managers) and Bond Funds. The strong demand allowed Stifel to suggest lowering yields by 3 to 8 basis points (0.03% to 0.08%) in all maturities. The City received a final True Interest Cost of 3.360%.

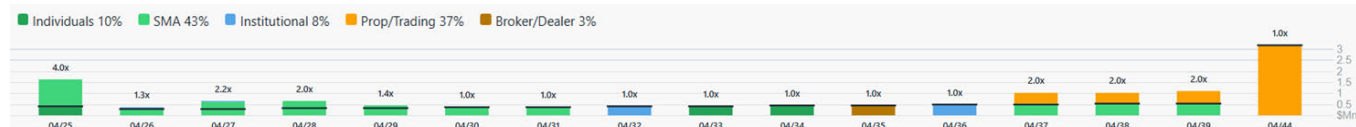


Orem City, UT
\$9,200,000
Sales Tax Revenue Bonds, Series 2024
Stifel Role: Sole Manager

Background. The Bonds were issued to finance the acquisition, construction, equipping and furnishing of a fire training facility and improvements to the City’s Public Safety Building, including the purchase of public safety vehicles and equipment. The Bonds received ratings of ‘AAA’/’AAA’ by S&P and Fitch.

Bond Structure. The Bonds were structured to maximize investor interest and achieve the lowest possible borrowing cost. The Bonds were structured with serial maturities in years 2025 through 2039 with 5.0% coupons and a term bond in 2044 at a 5.0% coupon. The bonds are callable at par on April 15, 2034.

Pricing Results. Despite pricing in a heavy supply market, with \$5 billion in bonds the day of pricing, the financing was well received with 27 orders. At the end of the order period, Stifel committed to a takedown of \$855,000 in unsold balances. Ultimately, the Bonds achieved a True Interest Cost of 3.85%.



3. UNDERWRITING CAPABILITY

A. Provide, in an appendix, a list of Utah bond issues for which your firm submitted a bid, alone or as the syndicate leader, at a competitive, sealed-bid sale since January 1, 2023. How many of those bids did you win?

An Active Participant in the Competitive Bidding Process. Since January 1, 2023, there have been 46 Utah bond transactions brought to the market via competitive bid. **Of those, 14 transactions totaling \$659.5 million in par were sold by Stifel’s financial advisory clients, thus preventing us from bidding and thereby dropping our standing in the ranking charts under this metric of underwriting performance.** Nonetheless, on the 32 transactions that were done by issuers not served by Stifel as financial advisor, we have participated in 25 competitive sealed bid processes with an aggregate par amount of \$1.13 billion. Of those bids, Stifel was a cover bid on two transactions. We are selective in our competitive bidding in Utah because our underwriting focus in Utah is on negotiated transactions. We have underwriting contracts with dozens of Utah issuers and are a valuable member of their finance teams. Thus, we first deploy our financial and human capital to our negotiated transaction clients. In fact, we are the most active negotiated underwriter in the State of Utah. Our 30-year presence in the State as an underwriter speaks to our underwriting strength and continued performance for Utah issuers. Included as **Appendix C** is Stifel’s list of Utah competitive bond issues for which Stifel submitted a bid since 2023.

Other Key Qualifications. As a frequent issuer of negotiated bonds, we hope the City will see that nothing represents more of a commitment to Utah than investing and staffing a full-time Utah public finance office. We are dedicated to supporting our Utah clients in a number of ways:

- **Local Presence** – Stifel has a deep-rooted investment in Utah, with our Utah team serving Utah issuers since 1984. Our Utah clients benefit not only from our status as the #1 underwriter in the nation, but also by our dedication to the local market. **We are available to the City at all times.**

- **Supporting and Educating our Clients** – Our team is highly trained and educated with an intense focus on our clients. We are actively engaged with our clients and consistently educate and support through the following resources, at no cost to them:



[Redacted text block]

B. Provide 5 examples from January 1, 2023 of your firm’s willingness to put your capital at risk by underwriting unsold balances without first increasing yields.

WILLINGNESS AND ABILITY TO UNDERWRITE. Since January 1, 2023, Stifel has underwritten 813 negotiated deals with unsold balances totaling over \$1.6 billion of par amount. The following table outlines a few recent examples of our capital support for clients in the past year:

Client	Deal	Amount	Yield	Term	Status
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Stifel routinely commits capital to support its clients and will make this same commitment for the City. A strong capital position and underwriting capacity of \$5.8 billion will ensure the City has access to aggressive pricing levels when proceeding to the public bond market. For any given bond sale, our goal is to provide a broad distribution of bonds among long-term holders at the lowest possible borrowing costs.

[Redacted text block]

Client	Deal	Amount	Yield	Term	Status
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

4. MARKET RECOMMENDATIONS

A. Please provide your estimate of yields and coupons for this issue under a traditional tax-exempt structure as of Thursday, April 9, 2026. Include the spread to the April 9, 2026 end-of-day MMD scale on a maturity-by-maturity basis. Assume an S&P rating of AA+. Use the MMD scale interpolated for August 1 payments and the estimated maturity schedule below.

PROPOSED SCALES. Below is a proposed scale with a traditional tax-exempt structure as of the close 4/9/2026.

Proposed Scales				
Maturity Year (8/1)	4/9/2026 (Aug) MMD	Coupon	Yield	Spread
2026	2.27	5.00	2.37	10
2027	2.27	5.00	2.39	12
2028	2.30	5.00	2.43	13
2029	2.37	5.00	2.52	15
2030	2.47	5.00	2.64	17
2031	2.55	5.00	2.73	18
2032	2.66	5.00	2.85	19
2033	2.71	5.00	2.91	20
2034	2.79	5.00	3.00	21
2035	2.88	5.00	3.10	22

5. FEES

A. Provide your proposed underwriter’s fees and expenses, separately, per \$1,000 for an estimated \$15.475 million bond issue. Provide a detailed breakdown of fees and expenses. Do not include expenses that the underwriter is not traditionally responsible to pay.

STIFEL’S FEE PROPOSAL. The following gross spreads and estimate of underwriting expenses assume a \$15.48 million issuance with a ‘AA+’ underlying rating.

Sole Managed Underwriter Fee ((\$15,475,000 Par Amount, AA+ Rated, 10-Year Amortization)			
Underwriter’s Discount		Breakdown of Expenses	
Summary	S/Bond	S/Bond	\$ Amount
Average Takedown	\$ 1.75	Ipreo Expenses (Game Day)	0.072 1,106.03
Management Fee	\$ -	CUSIPs ⁽¹⁾	0.035 548.00
Fees and Expenses	\$ 0.28	DTC	0.063 975.00
Gross Spread	\$ 2.03	Continuing Disclosure Review	0.061 950.00
		Other (Blue Sky)	0.048 750.00
		Total Expenses	\$ 0.28 \$ 4,329.03

(1) Assumes 10 CUSIPs.

B. Please provide fees for underwriter’s counsel, if required.

UNDERWRITER’S COUNSEL. Stifel will require the use of underwriter’s counsel. We have contacted Brandon Johnson at Farnsworth & Johnson and he has provided a not-to-exceed fee of \$4,000. This fee can be added to Stifel’s expenses or included as part of the cost of issuance of the transaction.

APPENDIX A – SALES TAX REVENUE BOND EXPERIENCE

Sales Tax Revenue Bond Experience. Below is a list of Stifel’s lease revenue experience as senior manager since January 1, 2023.

Sale Date	State	Par (\$MM)	Issue	Issue Description	Rating	Role
2/17/26	TX	\$32.75	Katy Development Authority	Metro Contract Revenue Bonds Series 2026	Aa2/-/-	Lead
2/10/26	KS	87.50	Finney, County of	General Obligation Sales Tax Bonds Series 2026-A	Aa3/-/-	Sole
1/13/26	MO	6.40	Hanley Eager Road TDD	Sales Tax and Assessment Revenue Bonds Series 2026	-/-/-	Sole
12/09/25	RI	59.93	Pawtucket Redevelopment Agency	State Appropriation Revenue Refunding Bonds Series 2025	-/AA/-	Lead (Snr)
12/11/25	UT	105.67	MIDA Mountain Village PID	Tax Allocation Revenue Bonds Series 2025-1	-/-/-	Lead (Snr)
12/11/25	UT	17.62	MIDA Mountain Village PID	Tax Allocation Revenue Convertible Capital Appreciation Bonds Series 2025-2	-/-/-	Lead (Snr)
12/17/25	UT	27.25	Lehi City	Sales Tax Revenue Bonds, Series 2025B	-/AA+/-	Sole
11/20/25	OH	207.00	Hamilton County	Sales Tax Bond Anticipation Notes, Subordinate Series 2025	MIG 1/SP-1+/-	Lead
11/05/25	AZ	67.00	Yuma, City of	Pledged Revenue Obligations, Series 2025A	-/AA/-	Sole
11/05/25	AZ	26.74	Yuma, City of	Pledged Revenue Refunding Obligations, Series 2025B	-/AA/-	Sole
10/27/25	IL	47.11	Bradley, Village of	General Obligation Bonds (Alternate Revenue Source), Series 2025A	-/AA/-	Sole
10/28/25	NV	30.39	Sparks, City of	Tourism Improvement District No. 1 Senior Sales Tax Anticipation Rev. Bonds, Series 2025	-/-/-	Sole
8/20/25	AZ	76.45	Buckeye, City of	Excise Tax Revenue Obligations, Series 2025	-/AA+/AA+	Sole
8/13/25	UT	21.08	Millcreek Community Reinvestment Agency	Sales Tax And Tax Increment Revenue Bonds, Series 2025A	-/AA+/AA+	Sole
8/13/25	UT	3.93	Millcreek Community Reinvestment Agency	Sales Tax And Tax Increment Revenue Bonds, Series 2025B	-/AA+/AA+	Sole
8/05/25	GA	50.00	Macon-Bibb County	General Obligation Sales Tax Bonds, Series 2025	Aa3/-/-	Lead (Snr)
7/08/25	AZ	108.06	Pinal County	Pledged Revenue Obligations, Taxable Series 2025	-/AA-/AA	Sole
7/08/25	AZ	183.14	Pinal County	Pledged Revenue Obligations, Tax-Exempt Series 2025	-/AA-/AA	Sole
7/08/25	AZ	52.52	Pinal County	Pledged Revenue Refunding Obligations, Tax-Exempt Series 2025	-/AA-/AA	Sole
6/11/25	UT	8.43	West Point City	Sales and Franchise Tax Revenue Bonds, Series 2025	-/AA/-	Sole
6/05/25	AZ	8.95	Bullhead City	Excise Taxes Revenue Obligations, Series 2025	-/AA/-	Sole
6/04/25	CO	16.93	Superior, Town of	Capital Project Sales and Use Tax Revenue Bonds Series 2025	-/A-(AA AG)/-	Sole
5/06/25	UT	16.26	Lehi City	Franchise and Sales Tax Revenue Bonds, Series 2025	-/A+(AA BAM)/-	Sole
5/06/25	AZ	10.21	Kingman, City of	Excise Tax Revenue Obligations, Series 2025	-/AA/-	Sole
5/01/25	AZ	37.02	Buckeye, City of	Excise Tax Revenue Refunding Obligations, Series 2025	-/AA+/AA+	Sole
4/29/25	IL	1.38	Perry and Washington Cntys SD No. 50	General Obligation Bonds (Alternate Revenue Source), Series 2025	-/A/-	Sole
3/31/25	IL	29.04	Bradley, Village of	General Obligation Bonds (Alternate Revenue Source), Series 2025	-/AA/-	Sole
4/02/25	MO	126.76	Kansas City, City of	Special Obligation Refunding Bonds (Downtown Arena Projects) Series 2025C	-/AA-/AA-	Lead (Snr)

Sale Date	State	Par (\$MM)	Issue	Issue Description	Rating	Role
4/02/25	MO	110.73	Kansas City, City of	Taxable Special Obligation Bonds (Kansas City, Missouri Projects) Series 2025A	-/AA-/AA-	Lead (Snr)
4/02/25	MO	34.50	Kansas City, City of	Special Obligation Bonds (Kansas City, Missouri Projects) Series 2025B	-/AA-/AA-	Lead (Snr)
2/20/25	LA	7.50	Broussard, City of	Recreational Facility Sales Tax Revenue Bonds, Series 2025	-/A/-	Sole
2/25/25	CA	14.66	Goleta Facilities Financing Authority	Local Measure A Transportation Sales Tax Revenue Bonds, Series 2025	-/A+(AA AG)/-	Sole
12/05/24	LA	15.34	Lafayette, City of	Public Improvement Sales Tax Refunding Bonds, Series 2024C	Aa2/AA/-	Sole
11/13/24	CO	25.00	Lambertson Farms Metropolitan District	Revenue Refunding Bonds, Series 2024A	-/-/-	Sole
11/13/24	CO	7.79	Lambertson Farms Metropolitan District	Subordinate Revenue Refunding and Improvement Bonds, Series 2024B	-/-/-	Sole
11/20/24	TX	3.68	Van Alstyne Community Development Corporation	Sales Tax Revenue Bonds, Taxable Series 2024	A1/-(AA AG)/-	Sole
10/15/24	GA	12.68	Lumpkin County Public Building Authority	Revenue Bonds (Lumpkin County Projects), Series 2024	Aa2/-/-	Sole
10/08/24	LA	196.60	Parish of East Baton Rouge	MOVEBR Sales Tax Rev. Bonds, Series 2024 of the Parish of East Baton Rouge Cap. Imp. Dist.	Aa2/AA+/-	Lead (Snr)
10/10/24	OK	20.32	The Edmond Public Works Authority	Sales Tax and Utility System Revenue Bonds, Series 2024	-/AA/-	Lead
9/25/24	LA	7.50	Broussard, City of	Public Improvement Sales Tax Revenue Bonds, Series 2024	-/A+/-	Sole
9/05/24	GA	22.66	South Georgia Gov. Services Auth.	Revenue Bonds (Colquitt County Project), Series 2024	Aa3/-/-	Sole
8/15/24	GA	16.11	Liberty County Public Facilities Authority	Revenue Bonds (Liberty County Project), Series 2024	Aa3/-/-	Sole
8/13/24	KS	12.10	Wyandotte County/Kansas City, Kansas	Tax-Exempt Community Improvement District Sales Tax Revenue Bonds Series 2024A	-/-/-	Sole
7/11/24	AZ	17.65	Sedona, City of	Excise Tax Revenue Obligations, Series 2024	-/AA-(AA AG)/-	Sole
7/16/24	UT	9.20	City of Orem	Sales Tax Revenue Bonds, Series 2024	-/AAA/AAA	Sole
6/25/24	NM	19.84	Albuquerque, City of	Gross Receipts Tax Improvement Revenue Bonds Series 2024	-/AAA/-	Sole
4/10/24	LA	24.93	Lafayette, City of	Public Improvement Sales Tax Bonds, Series 2024B	Aa2/AA/-	Lead
4/10/24	LA	25.00	Lafayette, City of	Public Improvement Sales Tax Bonds, Series 2024A	Aa2/AA/-	Lead
3/19/24	AZ	19.74	San Luis, City of	Pledged Excise Tax Revenue Refunding Obligations, Series 2024	-/A+(AA BAM)/-	Sole
3/05/24	AZ	45.23	Buckeye, City of	Excise Tax Revenue Obligations, Series 2024A	-/AA+/AA	Sole
2/26/24	IL	1.57	Peoria Cnty IL Sch Dist No 63 (Norwood)	General Obligation School Bonds (Alternate Revenue Source), Series 2024B	-/A(AA AG)/-	Sole
2/20/24	IL	1.15	Calhoun & Greene Cntys CUSD No 40 (Calhoun)	General Obligation School Bonds (Alternate Revenue Source), Series 2024A	-/A/-	Sole
1/25/24	AZ	49.50	Marana, Town of	Pledged Excise Tax Revenue Obligations, Series 2024	-/AA/-	Sole
1/25/24	AZ	20.43	Marana, Town of	Pledged Excise Tax Revenue Refunding Obligations, Series 2024	-/AA/-	Sole
2/05/24	RI	54.29	Pawtucket Redevelopment Agency	Designated Baseline Taxes Appropriation Revenue Bonds, Series 2024A	-/-/-	Lead (Snr)
1/30/24	MO	4.93	Missouri Development Finance Board	Sales Tax Revenue Bonds, Series 2024	-/-/-	Sole
11/15/23	LA	9.00	Livingston Parish School Board	Sales Tax Bonds, Series 2023	-/AA/-	Sole
11/09/23	MO	13.68	Independence, Industrial Dev. Auth. of the City of	Tax Increment and Special Districts Revenue Bonds, Series 2023	-/-/-	Sole
11/02/23	AZ	39.04	Maricopa, City of	Pledged Revenue Obligations, Series 2023	-/AA+/-	Sole

Sale Date	State	Par (\$MM)	Issue	Issue Description	Rating	Role
10/26/23	AL	8.29	Pell City Square Cooperative District	Revenue Bonds Series 2023A Specific Purpose Sales And Use Excise Tax	-/-/-	Sole
10/18/23	WY	41.47	Sweetwater County 2023	Revenue Bonds Series 2023	A1/-/-	Sole
10/03/23	OK	9.24	Kiowa County Public Facilities Authority	Sales Tax Revenue Bonds, Series 2023	-/A/-	Sole
6/21/23	GA	29.50	Greene County School District	General Obligation Bonds, Series 2023	Aa2/-/-	Sole
6/06/23	AZ	10.99	Litchfield Park, City of	Pledged Revenue Obligations, Series 2023	-/AA/-	Sole
6/06/23	LA	14.00	Youngsville Sales Tax District No.1	Recreational Facilities Sales Tax Revenue Bonds, Series 2023	A2/-/-	Sole
5/17/23	LA	23.95	Evangeline Parish Law Enforcement District	Sales Tax Revenue Bonds, Series 2023 Sales Tax Revenue Refunding Bonds Series	-/A-(AA BAM)/-	Sole
3/23/23	UT	6.90	Draper City	2023 Convertible Transportation Sales Tax Refunding	-/AAA/-	Sole
2/07/23	MO	4.37	Poplar Bluff Regional TDD	Revenue Bonds, Series 2023A	-/BBB/-	Sole
2/07/23	MO	25.18	Poplar Bluff Regional TDD	Transportation Sales Tax Refunding and Improvement Revenue Bonds, Series 2023B	-/BBB/-	Sole
Total		\$2,501.59	69 Transactions			

APPENDIX B – SALES TAX REVENUE REFUNDING BOND EXPERIENCE

Sales Tax Revenue Refunding Experience. Below is a list of Stifel’s lease revenue experience as senior manager since January 1, 2023.

Sale Date	State	Par (SMM)	Issue	Issue Description	Rating	Role
12/09/25	RI	59.93	Pawtucket Redevelopment Agency	State Appropriation Revenue Refunding Bonds Series 2025	-/AA/-	Lead (Snr)
11/05/25	AZ	26.74	Yuma, City of	Pledged Revenue Refunding Obligations, Series 2025B	-/AA/-	Sole
7/08/25	AZ	52.52	Pinal County	Pledged Revenue Refunding Obligations, Tax-Exempt Series 2025	-/AA-/AA	Sole
5/01/25	AZ	37.02	Buckeye, City of	Excise Tax Revenue Refunding Obligations, Series 2025	-/AA+/AA+	Sole
4/02/25	MO	126.76	Kansas City, City of	Special Obligation Refunding Bonds (Downtown Arena Projects) Series 2025C	-/AA-/AA-	Lead (Snr)
12/05/24	LA	15.34	Lafayette, City of	Public Improvement Sales Tax Refunding Bonds, Series 2024C	Aa2/AA/-	Sole
11/13/24	CO	25.00	Lambertson Farms Metropolitan District	Revenue Refunding Bonds, Series 2024A	-/-/-	Sole
11/13/24	CO	7.79	Lambertson Farms Metropolitan District	Subordinate Revenue Refunding and Improvement Bonds, Series 2024B	-/-/-	Sole
3/19/24	AZ	19.74	San Luis, City of	Pledged Excise Tax Revenue Refunding Obligations, Series 2024	-/A+(AA BAM)/-	Sole
1/25/24	AZ	20.43	Marana, Town of	Pledged Excise Tax Revenue Refunding Obligations, Series 2024	-/AA/-	Sole
3/23/23	UT	6.90	Draper City	Sales Tax Revenue Refunding Bonds Series 2023	-/AAA/-	Sole
Total		\$398.13	11 Transactions			

APPENDIX C – SYNDICATE AND SELLING MEMBER EXPERIENCE

Syndicate And Selling Member Experience. Below is a list of Stifel’s bid results since January 1, 2023.

Pricing Date	Issuer	Issue Description	Par (\$MM)	Stifel Role	Bid Result
3/26/2026	MBA of Wasatch County	Lease Revenue and Refunding Bonds, Series 2026	\$42.79	Bidder (Member)	--
1/29/2026	Summit County	Resort Communities Sales Tax Revenue Bonds, Series 2026	\$91.65	Bidder (Member)	--
11/20/2025	Board of Education of Davis School District	GO Bonds (Utah SD Bond Guaranty Program), Series 2025B	\$100.00	Bidder (Member)	--
10/2/2025	MBA of Provo City School District	Lease Revenue Bonds, Series 2025	\$70.00	Bidder (Member)	--
9/11/2025	Salt Lake County	Sales Tax Revenue Bonds, Series 2025	\$115.06	Bidder (Member)	--
6/4/2025	City of Herriman City	Sales and Franchise Tax Revenue Bonds, Series 2025	\$16.67	Bidder (Member)	--
5/22/2025	City of Cottonwood Heights	GO Refunding and Improvement Bonds, Series 2025AB	\$19.81	Bidder (Member)	Cover Bid
3/27/2025	Board of Education of Davis School District	General Obligation Bonds, Series 2025	\$100.00	Bidder (Member)	--
1/8/2025	Provo City	Wastewater Revenue Bonds, Series 2025A	\$29.00	Bidder (Member)	--
11/20/2024	Central Valley Water Reclamation Facility	Sewer Revenue Bonds, Series 2024	\$85.91	Bidder (Member)	--
8/13/2024	Nebo SD BOE	General Obligation School Building Bonds, Series 2024	\$13.98	Bidder (Sole)	--
6/18/2024	Tooele County Municipal Building Auth	Lease Revenue Bonds, Series 2024	\$50.00	Bidder (Member)	--
5/30/2024	Tooele CO SD BOE	General Obligation School Building Bonds, Series 2024	\$28.17	Bidder (Member)	--
4/24/2024	Spanish Fork City	Sales Tax Revenue Bonds, Series 2024	\$59.52	Bidder (Member)	--
4/16/2024	St. George, City of	General Obligation Bonds, Series 2024	\$14.20	Bidder (Member)	Cover Bid
3/27/2024	Spanish Fork City	Sewer Revenue Bonds, Series 2024A	\$40.10	Bidder (Member)	--
4/3/2024	Sandy City	General Obligation Bonds, Series 2024	\$19.49	Bidder (Sole)	-
3/26/2024	Granite School District BOE	General Obligation Refunding Bonds, Series 2024	\$20.96	Bidder (Member)	--
1/10/2024	Cache County [D]	General Obligation Bonds, Series 2024	\$5.49	Bidder (Member)	--
8/8/2023	Nebo SD BOE	General Obligation School Building Bonds, Series 2023	\$70.42	Bidder (Member)	--
6/6/2023	Sevier Co SD BOE	General Obligation Refunding Bonds, Series 2023	\$26.20	Bidder (Member)	--
5/18/2023	Tooele CO SD BOE	General Obligation School Building Bonds, Series 2023	\$36.59	Bidder (Member)	--
4/11/2023	Timpanogos Spec Svc Dt	Sewer Revenue Bonds, Series 2023	\$30.21	Bidder (Member)	--
3/9/2023	Nebo SD Local Bldg Auth	Lease Revenue Bonds, Series 2023	\$100.42	Bidder (Member)	--
3/15/2023	Davis School District Board of Education	General Obligation Bonds, Series 2023	\$100.00	Bidder (Member)	--

UNDERWRITER ENGAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of May, 2026, by and among the Herriman City, Utah (the "Issuer") and Stifel, Nicolaus & Company, Incorporated, (the "Underwriter" or "Stifel"), with reference to the following facts:

RECITALS

WHEREAS, the Issuer plans to issue Sales Tax Revenue Refunding Bonds, Series 2026 (the "Bonds") to refinance the Issuer's outstanding Sale Tax Revenue Bonds, Series 2015A&B (the "Project"); and

WHEREAS, the Issuer desires and is authorized by law to retain the services of the Underwriter in connection with the issuance of the Bonds; and

WHEREAS, the Underwriter agrees to be retained by the Issuer and to provide to the Issuer the services described herein; and

WHEREAS, Stifel agrees to act as underwriter, subject to the conditions set forth herein;

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

Scope of Services

The Issuer has engaged the Underwriter to perform various services related to the issuance of the Bonds, which are to be performed within the framework of all relevant rules and regulations. All services are provided on an arm's length, commercial basis and may or may not be provided in conjunction with services provided by advisors to the Issuer, such as, but not limited to, a financial advisor or a municipal advisor.

With this understanding, the Underwriter may provide the following services and perform the following functions with respect to the Bonds:

A. Structuring the Financing

1. The Underwriter will work with the Issuer, its bond counsel, financial advisor, disclosure counsel, and other members of the Issuer's financing team in evaluating specific terms and conditions affecting the Bonds with the purposes of meeting the Issuer's financing objectives and assuring appropriate credit quality;
2. The Underwriter will work with the Issuer to create a feasible and efficient structure for the Bonds in order to enhance the Bonds' marketability;
3. In cooperation with Issuer, the Underwriter will assist in the preparation of and/or review of all documents necessary to implement the issuance of the Bonds, including, but not limited to, authorizing resolutions, bond purchase agreement, and preliminary and final official statements distributed to potential investors, as required;

B. Marketing the Securities

1. The Underwriter will provide information and material as needed to support presentations for rating agencies and/or bond insurance companies; if requested;
2. The Underwriter will coordinate printing and distribution of the preliminary and final official statements;
3. Together with the Issuer and other appropriate parties, the Underwriter will provide market information on the timing of the sale of the Bonds in relation to the market conditions and financing needs;
4. The Underwriter will arrange for distribution of the final official statements in accordance with Section 240.15c2-12 of Title 17 of the Code of Federal Regulations; and
5. The Underwriter will serve as sole managing underwriter of the Bonds, which obligation is conditioned upon the execution of a mutually satisfactory bond purchase agreement and other customary documentation, and coordinate with all parties so as to consummate the sale and delivery of the Bonds in a timely manner.

Regulatory Disclosure

The Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 - "the Rule") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities. Some of the services that Stifel will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the Bond issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the Bonds, the parties understand and agree that Stifel is serving as an underwriter for this transaction and is permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. Issuer agrees that Stifel will not be serving as the Issuer's financial advisor or acting as an agent or fiduciary for the Issuer and that the Issuer will be consulting with its own legal, financial and other advisors. This Agreement and relationship shall be either executed, approved or acknowledged by the governing board of Issuer (the "Governing Board").

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter

The Issuer confirms and acknowledges the following disclosures, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)¹:

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the Bonds if they have their own dealer-specific or transaction-specific disclosures.

1. Dealer-Specific Conflicts of Interest Disclosures

Stifel has identified the following actual or potential² material conflicts of interest:

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

Stifel and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Stifel and its affiliates may have provided, and may in the future provide, a variety of these services to the Issuer and to persons and entities with relationships with the Issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, Stifel and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer.

Stifel and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the Issuer.

2. **Transaction-Specific Disclosures: Disclosures Concerning Complex Municipal Securities Financing:**

- o Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

3. **Standard Disclosures**

- **Disclosures Concerning the Underwriters’ Role:**
 - o MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - o The underwriters’ primary role is to purchase the securities with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - o Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - o The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
 - o The underwriters have a duty to purchase the securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the securities to investors at prices that are fair and reasonable.
 - o The underwriters will review the official statement for the securities, if any, in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal

- Disclosures Concerning the Underwriters' Compensation:
 - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Limitation of Duties

The Issuer acknowledges and agrees that Stifel is not making a commitment to extend credit, make a loan or otherwise fund the Project beyond the obligations contained in a mutually satisfactory bond purchase agreement. The Issuer acknowledges that the services provided under this Agreement involve professional judgment by Stifel and that the results cannot be, and are not, guaranteed.

As addressed above, among the services that Stifel will perform under this Agreement is assistance in preparation of, and/or review of the preliminary and final official statements for the Bonds. We note, however, that under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. Our assistance with respect to, and/or review of the official statement will be solely for purposes of satisfying our obligations as underwriter under the federal securities laws and such assistance and/or review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Expenses

The Issuer, from the Bond proceeds, will pay the Underwriter's costs incurred in the performance of this Agreement, including costs of its legal counsel, if any, communication, preparation of the official statements, and overhead expenses.

The Issuer, from the Bond proceeds or other lawfully available funds, will pay for legal fees, including disclosure counsel; rating agency and credit enhancement fees including all related travel (if any); the cost of appraisal, fiscal consultant, statistical, computer, and graphics services (if any), cost of printing and distribution of the official statements and expense of publication, advertising, and informational meetings; and the costs of fiscal agent or bond trustee and registrar.

Compensation

The Underwriter agrees to prepare and coordinate all aspects of the sale of the Bonds. Stifel will be paid only when the Bonds are sold. The fee for Stifel's preparation and coordination of the sale of the Bonds shall be \$2.03 per \$1,000.00 of Bonds sold. The underwriting fee is contingent on a successful sale of the Bonds and is payable from the proceeds of the Bonds.

securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Term of Agreement

This Agreement is to continue until the Project is financed or until the Governing Board formally abandons the Project, unless previously terminated by mutual written consent of the parties hereto.

This Agreement may be terminated at any time by the Issuer, upon five business days' prior notice to such effect to the Underwriter, or by the Underwriter upon five business days' prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under the Expenses section hereof.

Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Governing Law

This Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of Utah, and exclusive venue in any and all actions existing under this Agreement shall be laid in the action or proceeding which Issuer or Underwriter may be required to prosecute to enforce its respective rights within this Agreement. The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the Issuer and the Underwriter agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

Subcontractors

The Underwriter shall, with the prior written approval of the Issuer, use such subcontractors as are necessary in the fulfillment of this Agreement.

Miscellaneous

Nothing contained herein shall preclude the Underwriter from carrying on its customary and usual business activities. The Underwriter specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any Issuer outstanding bonds subject to appropriate information barriers. Services provided by the Underwriter in connection with this Agreement shall not limit the Underwriter from providing services for the Issuer in conjunction with other services requested by the Issuer except as limited by rule of law or regulation.

Stifel certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Stifel understands that "boycott" includes, but is not limited to, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

In connection with services agreed to herein, it is understood that the Underwriter will render professional services as an independent contractor. Neither the Underwriter nor any of its agents or employees shall be deemed an employee of the Issuer for any purpose.

The Underwriter shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Issuer.

The Issuer acknowledges and recognizes Stifel as Underwriter with respect to the municipal securities referenced for purposes of MSRB Rule G-23 and Securities and Exchange Commission Rule 17 CFR (Registration of Municipal Advisors) and acknowledges receipt of the G-17 disclosures included herein. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes any prior understandings or representations. The Agreement may be amended or modified only by a writing signed by both parties. It is solely for the benefit of the Issuer and Stifel, and no other person.

This Agreement is submitted in duplicate originals. The acceptance of this Agreement by the Issuer will occur upon the return of one original executed by an authorized Issuer representative, and the Issuer hereby represents that the signatory below is so authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Stifel, Nicolaus & Company, Incorporated

By Matt Dugdale

Name: Matt Dugdale

Title: Managing Director

Date: 5/12//2026

ACCEPTANCE

Herriman City, Utah

By _____

Name _____

Title _____

Date _____