HERRIMAN CITY COUNCIL
AND PLANNING COMMISSION
JOINT WORK MEETING AGENDA
Thursday, May 31, 2018

Notice is hereby given that the Herriman City Council and Planning Commission will hold a joint meeting in the Community Room of Herriman City Hall, located at 5355 West Herriman Main Street, Herriman, Utah 84065.

5:30 PM

1. WORK MEETING:

1.1 Approval of Minutes for January 4, 2018 and March 29, 2018 Joint Work Meeting

1.2 Discussion of amendments to the Planning Commission Rules and Procedures regarding meeting schedule and organization

1.3 Training: Utah Demographic and Economic Projections video and discussion

1.4 Discussion of Legislative priorities for Planning Department

1.5 Discussion of pending General Plan process

1.6 Discussion of proposed Auto Mall Overlay Zone

1.7 Update on proposed Olympia development by Last Holdout LLC on approximately 900 acres located approximately at 8901 W 11800 South

1.8 Discussion of the proposed update to the Engineering Standards and Specifications

2. NEW ITEMS OF SUBSEQUENT CONSIDERATION (OTHER):

3. FUTURE MEETINGS:

3.1 City Council Meeting – Wednesday, June 6, 2018 @ 7:00 PM

3.2 Planning Commission Meeting – Thursday, June 7, 2018 @ 7:00 PM

4. ADJOURNMENT:

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) 446-5325 and provide at least 48 hours advance notice of the meeting.

Electronic Participation: Members of the planning commission may participate electronically via telephone, Skype, or other electronic means during this meeting.

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. The agenda was also posted at the principal office of the public body, on the Utah State Website www.utah.gov/join/index.htm and on Herriman City’s website www.herriman.org.

Posted and Dated this 24th day of May, 2018

Jackie Nostrom, CMC
Recorder
The following are the minutes of the Joint City Council and Planning Commission Meeting held on Thursday, January 4, 2018 at 6:00 p.m. in the Herriman City Hall Community Room, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City’s website, and delivered to members of the Council and Commission, media, and interested citizens.

**Presiding:** Vice Chair Jessica Morton

**Council Members:** Jared Henderson, Nicole Martin, Sherrie Ohrn and Clint Smith, Mayor David Watts

**Planning Commission Members:** Andrea Bradford, Adam Jacobson, Curtis Noble, Chris Berbert,

**Staff Present:** City Manager Brett Wood, Assistant City Manager Gordon Haight, Director of Administration and Communications Tami Moody, City Recorder Jackie Nostrom, Deputy Recorder Wendy Thorpe, City Planner Michael Malloy, Assistant City Planner Bryn McCarty, Communications Specialist Destiny Skinner, City Attorney John Brems, City Engineer Blake Thomas, and Planning Coordinator Craig Evans, Community Development Coordinator Sandra Llewelyn.

**6:00 PM – WORK MEETING:**

1. **Council/Planning Commission Business**
   Commissioner Jessica Morton called the meeting to order at 6:08 pm.

   City Planner Malloy, Council Members and Mayor briefly introduced themselves.

   There was a brief recess while the computer updated.

   1.1. **Annual Open Meetings Act Training** – John Brems, City Attorney
   City Attorney John Brems conducted the Open Meetings Act Training.

   1.2. **Discussion relating to the General Plan Process**
City Planner Maloy directed attention to the following representational timeline with procedural steps of the City and State code requirements when considering an update to the General Plan.

**Public Process**

The following is a possible public process, which would be solely at the discretion of the City Council. The Planning Commission and City Council can have as many or as few public meetings as they choose. The City has the discretion on the method of noticing and alerting the public of these meetings.

- **December 18, 2017** - Posted Notice of Intent to Amend the General Plan
- **January 4, 2018** - Joint Planning Commission/City Council work meeting to discuss process
- **January 18, 2018** - PC meeting to discuss General Plan Amendment
- **February 1, 2018** - PC meeting to discuss General Plan Amendment
- **February 15 - March 15** - Neighborhood Open House meetings
- **March 15, 2018** - PC meeting to discuss open house meetings, make any changes to the GP
- **April 4, 2018** - City-wide open house at City Hall
- **April 19, 2018** - PC meeting to discuss open house, make any changes to the GP
  - Prepare final draft of General Plan
- **April 23, 2018** - Post Public Hearing Notice for PC
- **May 3, 2018** - PC holds a Public Hearing on the General Plan
  - PC directs staff to make any changes
- **May 17, 2018** - PC makes a recommendation on the General Plan to the City Council
- **June 1, 2018** - Post Public Hearing notice for City Council (not a required public hearing)
- **June 13, 2018** - City Council holds a Public Hearing on the General Plan
  - CC directs staff to make any changes
- **June 27, 2018** - If no changes are made, then the City Council could approve the General Plan
  - If changes are requested, then another open house should be held
January 4, 2018 – Joint City Council/Planning Commission Minutes

City Planner Maloy explained the community had struggled with a recent amendment and it was decided to not adopt the plan officially, which left the City relying on the existing 2014 version of the General Plan. Herriman City had anticipated the need to amend the General Plan and had commenced the process, which could change based on direction from City Council. The City could hold additional meetings, open houses and public hearings if desired by the Council. The focus tonight was to find out what direction City Council and Planning Commission wanted to take regarding the General Plan Amendment and address the issues of a growing community.

Assistant City Manager Haight asked City Council to make the Planning Commission aware of their vision for the General Plan, which would help drive what would be included in the plan and the level of public involvement desired. He explained the minimum requirements were a pending notice, then a public open house, followed by a public hearing at the Planning Commission, who would then make a recommendation to City Council, which could then be adopted at an open meeting. In the past, the City had meetings, spoke to residents, sent out flyers in water bills and posted information to Herriman City website and Facebook page. City Manager Brett Wood confirmed options for minimum requirements.

Councilmember Smith mentioned complex areas that would need a longer process and asked for clarification for options to move more quickly on some areas without complicated issues. He asked if there were options for those to be decided separately. Assistant City Manager Haight stated two developments have been the focal point of a lot of discussion, they have gone through all required process needed, City Council would have the ability to act on those during the January 10, 2018 meeting. The various options included approval, approval with conditions, denial or vote to have the item remanded back. He also stated that City Council would also have the authority to interpret the intention of the General Plan.

Councilmember Henderson, stated that the REAL Salt Lake Complex area was re-zoned by Council and it did not conform to General Plan requirements, which was one of the reasons the General Plan needed to be amended. He asked if Council could adjust those two parcels without waiting for General Plan approval. Assistant City Manager Haight stated that could be an option; however, staff would generally not recommend doing anything outside of the General Plan. The language offered gave the City Council a very wide range to act in the best interest of the City. Previously City Council directed the City to increase the total commercial and industrial use areas. Regarding Dansie and Adalyn projects, the City Council could work with developers and approve them; however, it would have to be noticed and would be sent back to City Council to amend or approve the plan. Councilmember Jared Henderson and Commissioner Curtis Noble discussed options open to the City Council based on interpretations. The General Plan needed to be high priority and some changes were more in line with vision of the new General Plan, while a couple properties should not hold Council and Commission from moving forward with an amendment. Councilmember Henderson expressed his appreciation for the template prepared by the City staff with public input. The Planning Commission and City Council should agree on General Plan changes needing to be implemented. Councilmember Smith stated the previous amendment was too detailed and suggested the General Plan should be more broad. He mentioned it could be helpful to get the opinion of independent consultants for long-term development recommendations and to improve transparency. Councilmember Ohrn added that Council needed to decide if the vision is to preserve the heritage and Herriman Feel with land development or with images depicted on a wall. She asked when the
Councilmember Martin stated much work had already been done and locations of economic strength in the City have not changed. They revolve around transportation corridors and were already part of the General Plan. She added that City Council should look at areas of agreement and move quickly so City does not lose potential opportunities. She also said that defining a Herriman way of life was subjective and could mean different things to different people. Councilmember Ohrn stated that sustainability is essential. Commissioner Berbert understood some reasons for leaving things too open, and getting specific answers from a resident liaison would provide a more focused approach. Councilmember Ohrn said resident trainings would help people understand some growth would be necessary to maintain a sustainable community. Community Facilitator Sandra Llewelyn stated the City had reached out to educate residents when applications were being submitted.

Assistant City Manager Haight stated economic study regarding a balanced approach for growth and sustainability would be a defining vision for the General Plan. He defined the function of the Planning Commission, as keepers of the General Plan and that public support was needed. He went on to say the vision of the City would need to be amended, but General Plan Amendment should be completed first. Commissioner Jacobson stressed the importance of information from the independent consultant. Councilmember Henderson reiterated a lot of good work has already been done and public involvement was essential. He recommended a presentation of General Plan to the public and request feedback.

Director of Administration and Communications Tami Moody stated the City would highlight areas and ask for public feedback. Councilmember Smith added that would identify areas with the most public concern. Commissioner Morton recommended more joint meetings with Planning Commission and City Council together to complete the General Plan.

Councilmember Martin asked if there were areas the Council and Commission agree on. Commissioner Noble and Commissioner Berbert agree that Planning Commission and City Council needed to find common areas of agreement. Councilmember Martin stated areas with disagreements should be considered separately. Commissioner Jacobson asked about the authority for a moratorium to be placed on some areas. City Attorney Brems stated it was a complicated process and would be a short-term solution. City Manager Wood stated moratoriums should only be considered for critical problems. Councilmember Martin stated many areas have been agreed on and those areas should be moved forward. Mayor Watts stated the Council and Commission would need to iterate a clear intent for direction moving forward. Councilmember Martin said having no choices would frustrate the residents. Mayor Watts said processes needed to be established to move forward with the General Plan and handle sensitive areas separately.

Commissioner Jacobson expressed his opinion that the current General Plan had too much latitude regarding density. The range is so large even on single family homes and needed to be narrowed. He suggested the Planning Commission had struggled to keep density on the lower range of the spectrum. Councilmember Henderson stated a plan needed approval to identify areas which need immediate action. Mayor Watts mentioned scheduling another meeting soon and asked for zoning clarification. Mayor Watts, Councilmember
Smith and Councilmember Henderson discussed the necessity to find time to review the work that had been completed. Assistant City Manager Haight stated a 24-hour notice was required to schedule meetings. The Commissioners, Council and Staff discussed multiple dates for future meetings.

Commissioner Jacobson stated the City Council needed to provide a vision to allow the Planning Commission do their job. He recommended for Council to meet and decide on a vision, in writing, before meeting with the Commission. Councilmember Martin asked if Planning Commission could articulate how the General Plan has challenged them in the past, so that could be improved upon. Commissioner Jacobson requested Council to tighten up the range numbers for density.

Assistant City Manager Haight explained the timeline policy for City Recorder Jackie Nostrom to notice meetings and agendas and explained how much time staff would require to add the Dansie and Adalyn projects to an agenda. He also explained the requirements for public hearings and open houses.

Assistant City Manager Haight said Dansie and Adalyn projects have been discussed. He noted concerns of the proposed development along Redwood Road Commissioner Morton asked to clarify if that development was light industrial. Assistant City Manager Haight discussed their current zoning and asked for permission to put that proposal on the agenda for January 24, 2018. Councilmember Berbert expressed his opinion that developing apartments in an area with high traffic would be a bad idea. Mayor Watts stated he would like to hear their plan. Assistant City Manager Haight asked when Council and Commissioners would like Dansie and Adalyn proposals on an agenda.

City Manager Wood explained a timeframe needed to be established, and development considered in the area bordering Camp Williams and Mountain View Corridor should be conducted.

Councilmember Martin mentioned there had been a disconnect on the definition of the General Plan and it was not set in stone. Councilmember Ohrn emphasized that education is a key component. Councilmember Smith also reiterated the General Plan had not set in stone and one role of the City Council is to continually review areas that may need to be amended. Councilmembers Martin and Henderson agreed with the need to have the General Plan reviewed and updated as the City vision changes. Commissioner Jacobson expressed his desire to see lower ranges regarding High Density Housing (HDH).

City Manager Wood stated the Visioning Meeting had been scheduled for February 1, 2018 and February 2, 2018 to help the Council clarify goals for the City. Councilmember Martin asked if staff would create a document or spreadsheet to explain the studies that have been conducted to date. City Manager Wood said preparing white papers could be time consuming. Councilmember Martin said smaller doses of information would be more helpful.

2. New Items of Subsequent Consideration (Other)
No new items were discussed.

3. Calendar
   3.1. Meetings
4. Adjournment:
Councilmember Smith moved to adjourn the meeting at 8:16 p.m. Councilmember Henderson seconded the motion and all present voted aye.

I, Wendy Thorpe, Deputy City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on January 4, 2018. This document constitutes the official minutes for the Herriman Joint City Council / Planning Commission Meeting.

Wendy Thorpe
Deputy City Recorder
HERRIMAN CITY COUNCIL  
AND PLANNING COMMISSION  
JOINT WORK MEETING MINUTES  
Thursday March 29, 2018  
Awaiting Formal Approval

The following are the minutes of the Joint City Council and Planning Commission Meeting. The meeting was held on Thursday, March 29, 2018 at 5:30 p.m. in the Herriman City Hall Community Room, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City’s website, and delivered to members of the Council, media, and interested citizens.

Presiding: Planning Commission Vice Chair Chris Berbert and Chair Jessica Morton.

Council Present: Mayor David Watts, Councilmember Sherrie Ohrn, and Councilmember Clint Smith


Staff Present: City Manager Brett Wood, Assistant City Manager Gordon Haight, City Recorder Jackie Nostrom, Director of Administration and Communications Tami Moody, Assistant City Engineer Jonathan Bowers, City Engineer Blake Thomas, Director of Operations Monte Johnson, City Planner Michael Maloy, Assistant City Planner Bryn McCarty, Parks and Recreation Director Wendy Thomas and Communications Specialist Jonathan Lafollette

5:30 PM

1. WORK MEETING:
Planning Commission Chair Chris Berbert called the meeting to order and announced that section 1.3 would be postponed to a later date. The developer on the project needed more time to prepare for the presentation. Section 1.2 would be postponed until later in the meeting once the developer arrives. The first order of business will be approving the minutes and then the Commission will move to item 1.4.

1.1 Approval of Minutes
Mayor David Watts moved to approve the minutes. Planning Commissioner Adam Jacobson seconded the motion, and all voted
1.2 Discussion of the proposed Camelot Apartments located at approximately 14700 S Academy Parkway as part of the South Hills Master Development Agreement

Wasatch Commercial Management President Deloy Hansen presented the Camelot Apartments project. He first briefly discussed the materials needed and those already purchased. He wanted to verify all the utilities are in place and that the Planning Commission approved the project. He mentioned that his crew recently had a large meeting with Rocky Mountain Power to ensure that the complex could be 100-percent electrical. The developer had planned to use a new Germany-made battery for the solar power. He wanted to purchase the power cheaper from Rocky Mountain Power and incorporate micro grids to ensure if a power failure happened, those on this plan would maintain power for about 24-hours. He mentioned his opinion that this is a smart way to go and Herriman would be part of a nationwide show project. There would be quite a few stalls for electric cars in the new complex. He hoped to attract high-tech people and millennials, especially from Southern Utah, and was optimistic they would bring the need for office space with them.

President Deloy Hansen turned the time over to Wasatch Guaranty Capital Vice President of Development John Lindsley for further discussion on the project. Mr. Lindsley presented the overview of the residential area surrounding the project. The plan would have a parkway to 15800 South. Currently, the project has 600 units programmed and an open space clubhouse. Outside the complex the plan would include a large, beautiful flowing water feature. President Deloy Hansen further explained the clubhouse amenity and iterated what would be utilized in the facility for the contemporary consumer. The clubhouse would include a lower level with a gym, indoor pool, spa and massage, and locker rooms. The second level included the leasing office, a dry cleaning service, mini food store, package delivery, and a large reception area for catering or weddings. The windows would face beautiful views of the valley. In addition to all of the amenities, there would also be a youth recreation area including a 24-seat theater (potential use for a kid’s party), video game arcade, and an outdoor patio for parties. This clubhouse will become a sparkling community center where people can come and actively enjoy themselves. The purpose overall is to attract that high-tech crowd and use more office space. It could also be appealing for environmentalists, as there will be three types of recycling and all the food waste would be used as fertilizer rather than put into a landfill. President Deloy Hansen relayed his dream for his project to look different and stand out. The goal has been set to have a “wow” feature for anyone who sees the complex.

Mr. John Lindsley took the floor to explain they want cutting edge technology and engineering, something new and high-end. Better metal materials would be utilized rather than ephemeral planks. The three-story building would have the feel of a back yard. President Deloy Hansen further explained the proposed construction materials for the development. Some materials used would add a glow on the hillside that could be viewed from far away to keep people interested in the building and would not be lost in the myriad of residential housing in Herriman, but rather a distinctive, high-end feature. The complex won’t suit the needs of everyone, as it will be on the more expensive end.

Commissioner Chris Berbert asked about the park and amenity area and asked if there was too much parking. President Deloy Hansen assumed the original planner had misunderstood the amount of parking available; therefore, it would provide additional park in amenity area. He agreed that it looks like perhaps too much
Commissioner Chris Berbert asked to better understand how the parking will work. Since the project is large with unique features, he worried that the migrant parking would take away from the actual tenants. However, President Deloy Hansen answered that the park itself would be well-stocked with parking areas, perhaps more than necessary. If necessary, they can add tenant-only signs in part of the parking areas. Commissioner Chris Berbert worried about the solar installation. He mentioned that he's seen it done well, but that at times it can be an eyesore. President Deloy Hansen answered the solar panels will not be visible. The roof will be set up in such a way as to keep the panels well hidden. Additionally, the design of the roof will be such that the panels will be easily accessible for additional needs including snow removal. He agreed that solar can be tacky, but affirmed that this design had been well done. Commissioner Chris Berbert further asked about the locations for trash, recycling, etc. President Deloy Hansen showed where the receptacles would be placed on a map. The bins will be separated with sections for paper, aluminum, and plastic both outside and inside the apartments. There will also be a separate receptacle for food waste (wet waste). Food waste will be decomposed and used for fertilizer. The team also hoped to educate Herriman residents and the complex tenants so they understand how this process works and how it helps the environment. For those handicapped or disabled, maintenance workers can come once a week to collect trash from the tenant.

The building will be an expensive, sustainable high-end product. The engineers had been challenged to make the lighting and design unique. President Deloy Hansen would also like tenants to be educated on the power system and understand the control they will have. The base plans will be completed in about six months. Commissioner Chris Berbert asked what types of problems these types of projects would see. President Deloy Hansen mentioned that Germany has solved most everything already. However, the design relies too much on air movement, which is unpredictable. In order to curb the issue, the design also includes bits of power. He added his own opinion that he does not believe 100-percent solar would be possible.

Councilmember Smith asked about the building design and the percentage estimates between brick and stone. President Deloy Hansen answered that the building elevations would include 40-percent brick to give it a little more of a modern feel. He wanted material that would endure. He relayed his desire to have the building be considered an “art” and wanted people to stop and contemplate for a minute when they see it. He affirmed that the complex will be 100-percent for rent or release. Rent will go for about the top 15-percent of the current renting population. Although it is higher than others, the goal would be to attract the higher-end people who will establish offices and businesses, rather than people who will come and go.

The unit mix is a little heavier on three-bedroom. It has a shortage of one-bedroom studios. The goal is to entice people looking for a lifestyle choice rather than a temporary living area. Commissioner Chris Berbert asked about the surrounding neighborhoods. Mr. John Lindsley displayed the residential neighborhoods bordering the complex and showed the routes for nearest schools and other facilities. Commissioner Chris
Berbert also asked about connection issues, such as with trails. President Deloy Hansen displayed how the walkways connect up with nearby trails.

President Deloy Hansen admitted that this project for him is not the best economic return, but pride in the design has been his focus for the complex. He wanted this project to be a source of housing pride for Herriman and stand out for visitors. He remembered his childhood neighborhood where he could run outside and have a little corner shop available and a park next door. Today, most parents have to put the kids in a car and drive to similar amenities. He wanted to bring all of that back to one area for families so the kids can be kids right at home.

1.3 Discussion of the Last Holdout LLC proposed Olympia development on approximately 900 acres located at 6901 W 11800 South

This discussion had been postponed.

1.4 Discussion of the proposed update to the Engineering Standards and Specifications

Assistant City Engineer Jonathan Bowers presented to the Planning Commission and mentioned that he had new items to discuss. He first mentioned that the standards are being updated. They will be broken into segments by disciplines, such as planning, engineering, water, operations, parks and recreation, landscape, and irrigation. Over time different concepts and procedures become outdated. When this happens, the engineering department takes comments and sends them to consultant for a second opinion. The comments and consultant’s opinions are sent back and put into a workshop with the consultant to make sure all the points are understood. Together, the departments and consultant brainstorm and any remaining unresolved issues are once again left for the consultant to consider and work through. Once everything has been reviewed and agreed on, the updates are sent to the Planning Commission for official review.

Assistant City Engineer Jonathan Bowers then reviewed the process of the standards update project flow for the Planning Commission. Each discipline will have a staggered approach to minimize delay. Not all disciplines will follow the exact same outlined process. Every department is unique; therefore, each is scrutinized in a different way. A workshop was just conducted for Operations and the next workshop will be conducted for Parks and Recreation. Tentative dates will be given to the Planning Commission soon where members can review the updates for approval. The first wave will come in May, and the following in July. The difference in the months was attributed to the fact that the first sections began last year, whereas the other processes began later. Assistant City Engineer Jonathan Bowers reviewed an anticipated schedule for the Planning Commission and City Council to look over. The new standards will be updated to be compliant with the recent ordinance change.

The preliminary state of the standard would require the preliminary plat with an existing contour map, a survey and map of existing conditions, the proposed utility plan, a grading and drainage plan, erosion control plan, geotechnical plan and a traffic impact study. He further reviewed the updated development review timeline and compared it with the previous planning and engineering process. Multiple departments now will go over the preliminary plat. City Planner Michael Maloy reflected on the current ordinance that included reserved times to have an optional pre-application meeting. He hoped applicants would take advantage of this service to help guide the process of the project. He mentioned that the optional pre-application meeting makes things available for those wanting to apply. Some cities have this meeting as a required step. Times
will be reserved in weekly calendars to preschedule people. The City would like to work with people even before they submit an application. City Engineer Blake Thomas mentioned that this would bring better quality projects to the City. City Planner Michael Maloy mentioned that internal review should be formalized. It currently is not, but this would help internalize the process. Additionally, the information should be set well in advance so that the Planning Commission will know what to expect.

Councilmember Smith mentioned the benefit to a well thought-out process. Each step of a process should be followed every single time. This way, it is predictable and the length no longer becomes a factor. On a different note, some people in the community seem confused why owned property can’t be gifted to family members when the time comes. The answer in the meeting was that there is a specific process. Without such rules, more issues would arise. Mayor David Watts mentioned that the City needed more consistency and that this leads to transparency which has been a desire of the City Council.

2. NEW ITEMS OF SUBSEQUENT CONSIDERATION (OTHER):

Quick introductions of everyone in attendance were given and each new member of the Planning Commission introduced themselves and a few quick personal facts.

Commissioner Chris Berbert answered the question of why the Commission had recommended smaller zones in parts of Herriman. He mentioned that there is not enough current room for larger commercial zones. A recent feasibility study affirmed that the City could not handle the amount of commercial acreage.

3. FUTURE MEETINGS:
   3.1 Planning Commission Meeting – Thursday, April 5, 2018 @ 7:00 PM
   3.2 City Council Meeting – Wednesday, April 11, 2018 @ 7:00 PM

4. ADJOURNMENT:

Commissioner Adam Jacobson moved to adjourn the meeting at 7:07 p.m. Councilmember Smith seconded the motion and all voted aye.

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on March 29, 2018. This document constitutes the official minutes for the Joint Herriman City Council/Planning Commission Meeting.

Jackie Nostrom, MMC
City Recorder
DATE: May 24, 2018

TO: The Honorable Mayor and City Council
Planning Commission

FROM: Michael Maloy, AICP, Planning Director

MEETING: City Council & Planning Commission Joint Work Meeting May 31, 2018

SUBJECT: Discussion of Planning Commission Meeting Schedule and Procedures

SUMMARY:
Planning Department staff wishes to review and discuss meeting organization and procedures to ensure support for the Planning Commission in its role as an advisory body to the City Council, and as a quasi-judicial body in the administration of the Herriman Land Development Code.

DISCUSSION:

As the work of the Planning Commission continues to mature in scope, detail, and impact, the Planning Department staff wishes to discuss the following issues relative to meeting schedules and procedures:

- Future meeting schedules, dates, and times
- Optional field trips (to research proposed developments and concepts)
- Scheduling of future work sessions and training opportunities
- Meeting instructions for public meetings and hearings
- Recommended motions and legal requirements

RECOMMENDATION:

Staff recommends the City Council and Planning Commission review the attached Planning Commission Rules of Procedure, and consider ideas discussed during the joint work meeting.

ATTACHMENT:

A. Planning Commission Rules of Procedure

I. Authority and Duties

The Commission shall act on all planning matters that arise within the jurisdiction of Herriman (“City”) as required or permitted by Utah Code and/or Herriman Ordinances.

II. Membership

Section 1. Appointment of Members and Participation– Regular and alternative Members of the Commission (“Members”) shall be appointed as provided in the Herriman Ordinances. Alternative Members may participate as a Member of the Commission upon the request of the Chair on a rotation basis when a regular Member is absent and the term Members shall also include any alternative Member who is thus participating.

Section 2. Rights of Members– All Members, including the Chair, shall be entitled to one vote on all matters properly brought before the Commission for action. Proxy votes shall not be permitted and Members must be present to vote unless otherwise allowed by a duly adopted policy on electronic meetings.

Section 3. Secretary – City Staff shall serve as secretary of the Planning Commission.

Section 4. Members’ Terms – The terms of regular and alternate Members shall be as set forth in the Herriman Ordinances.

Section 5. Training – Within three (3) months of being first appointed, newly appointed Members should meet with City Staff to review among other things the Rules of Procedure and the General Plan. All new members shall also be required to attend a Land Use 101 training with the Utah League of Cities and Towns within the first 6 months of being appointed.

All Members should attend additional trainings scheduled from time to time by City Staff. This should include a minimum of 4 hours of training each year. Failure to comply with attending any required training may result in removal of the Member from the Commission.

Section 6. Attendance – Members shall regularly attend Commission meetings.

Section 7. Member Responsibilities – As a Member of the Commission, each member shall be responsible to:

1. Read and study the agenda, staff reports, and all attached documents prepared by City Staff so that they are fully informed about each application prior to the scheduled Commission meeting.
2. Act in a courteous and respectful manner to their fellow Members, City Staff, applicant, and the public, during all meetings.

3. Attend Commission meetings, including any Joint Work meetings, and arrive on time.

Section 8. Removal Proceedings – Removal from the Commission shall be as set forth in the Herriman Ordinances.

Section 9. Vacancies – A Member may resign at any time by giving written notice of such resignation to the Mayor, Chair, and City Staff. Resignations shall be recorded in the meeting minutes. Any vacancy during a Member’s term shall be filled as set forth in Herriman Ordinances.

Section 10. Compensation and Reimbursement – Members shall receive compensation for their services and reimbursement for expenses as determined by City Council.

Section 11. Annual Review – The Mayor and Planning Commission Chair may meet annually with each Member for a performance evaluation.

III. Officers

Section 1. Election of Officers – As the first order of business at the first regularly scheduled Commission meeting held in August, the Commission shall hold elections for the positions of Chair and Vice Chair from among regular Members by a majority vote of the Members’ present.

Section 2. Officer Terms - Officers may serve successive terms.

Section 3. Officers Duties

1. The Chair Shall:
   a. Serve as the Presiding Officer of the Commission
   b. Implement the Rules of Procedure
   c. Coordinate with the Supporting Agency staff to provide an agenda for each public meeting, and timely reports and other relevant information to the Commission
   d. Execute all official documents and letters of the Commission
   e. Identify and bring before the Commission such policy matters as are within the purview of the Commission
   f. Conduct Joint Work Meetings with the City Council

2. The Vice Chair Shall:
a. Assist the Chair in all necessary capacities

b. Assume the duties and responsibilities for the Chair in all instances where the Chair is not available or unable to carry out the duties and responsibilities

3. The Secretary Shall:
   a. Take written minutes, and post all agendas and meeting activities as required by Utah Code. The Secretary in consultation with the Chair shall create the agenda for each meeting and shall send an agenda to the Members of the Commission. Additional items may be placed on the business meeting section of the agenda by Members of the Commission or City Staff as provided below.

Section 4. Chair pro tempore – In the absence or incapacity of both the Chair and the Vice Chair for a Commission meeting, the Members present at the meeting shall elect a Chair pro tempore to serve as Presiding Officer only for that meeting. Alternate Members shall not serve as Chair pro tempore.

IV. Meetings of Members

Section 1. A Quorum shall consist of a majority of its Members and shall be necessary to conduct any business of the Commission.

Section 2. Adherence to City, State, and Federal Law – Except as provided herein, all meetings shall be generally guided by Roberts Rule of Order-Simplified. With respect to matters of interpretation or applicability of these Rules of Procedure, or applicability of the Roberts Rules of Order-Simplified a determination by a majority of the Commission in attendance shall control. All meeting shall adhere to the Utah Open Meetings Act, and the Government Records Access Management Act.

Section 3. Regular Meetings – Meeting locations shall be publicly noticed and held each month. Annual notice of meeting dates shall be noticed as required by Utah Code. In addition, dates and times of the meeting shall be posted as required by Utah Code.

Section 4. Special Meetings – Special meetings may be called by the Chair or City Staff, with the consent of the Chair, at any time, provided that a preferred seventy-two (72) hours’ notice (minimum of twenty-four (24) hours’ notice) is given to each Member before the meeting is held and notice is given as required by Utah Code.

Section 5. Meeting Cancellation – Notice of cancellation of a meeting shall be posted as required by Utah Code. If a meeting is rescheduled the new meeting time, date, and location shall be posted as required by Utah Code.

V. Subcommittees

The Chair may create subcommittees as deemed necessary. Members of subcommittees shall be Commission Members.

VI. Meeting Notice and Agenda
Section 1. The Planning Commission, through the City Planning Staff, shall, insofar as practical, mail notices of the first meeting at which an application for a conditional use or the first public hearing for a subdivision or zoning amendment is to be considered to all property owners appearing on the latest plat in the Salt Lake County Recorder’s Office within a 300-foot radius of the premises affected by the application. Compliance with this subparagraph shall not be a condition precedent to proper legal notice and no hearing or action taken thereon shall be deemed invalid or illegal because of the failure to mail the notices provided for in this paragraph.

Section 2. Whenever a public hearing is held on any subdivision ordinance change or general plan amendment application, notice shall be published in accordance with Utah law and the requirements of the Herriman City Land Use Regulations.

Section 3. Applicants or interested parties should submit written materials on the Thursday by noon, prior to the scheduled meeting to allow the Planning Commission adequate time to review the materials.

VII. Procedures

A. Business Meeting

Section 1. The Commission shall conduct a business meeting as a component of each regularly scheduled meeting. The City Staff, or the Commission, by a majority vote, may adjust the scheduled time as needed. Members of the public may attend such meetings, but will not participate unless invited to do so by the Chair.

Section 2. The Commission shall review, correct, and approve of the minutes from the previous meeting. Additional items may be added to the business meeting section of the agenda by City Staff, Chair, or the Commission, by a majority vote. The Commission may also discuss and render decisions on policy issues and administrative matters that do not require public input. Special presentations, reports, and updates from the City Staff that do not require a decision may also be made. During a business meeting, there shall be no discussion of an application, request, or approval scheduled for the regular meeting.

B. Meeting Procedures

Section 1. Order – The order of business at the regular meeting shall follow the noticed agenda. The Chair, with the consent of the Commission, by a majority vote, or upon recommendation of City Staff, may consider matters out of the agenda order.

Section 2. Decisions – A matter for decision will be placed before the Commission by motion made by any Member present at the meeting. The Chair shall not make motions before the Commission except in the absence of a response from other Members to an invitation by the Chair that a motion on a pending matter would be in order. Any Member may second a motion. Alternates may make motions and second motions only if they are serving as an acting Member of the Commission at the meeting because of the absence of a regular Member.

Section 3. A majority vote by the present Members in favor of a motion shall carry the motion. No member of the Commission shall be permitted to vote on any question unless the member shall be present
when the vote is taken and when the result is announced. No member shall give his/her proxy to any other person.

Section 4. Any member abstaining from a vote may remain seated at the table and participate in the discussion. Reasons for abstention must be stated at the time of the abstention and such reason shall not be considered a conflict of interest.

Section 5. The Chair, or Vice-Chair in the absence of the Chair, shall vote only in case of a tie on rezone, conditional use, and subdivision matters unless his/her presence at the meeting is required to constitute a quorum in which case he/she shall be a voting member on such matters. The Chair shall be a voting member on all other matters before the Planning Commission.

Section 6. Following a seconded motion, the Chair may ask each Member to verbally pronounce their name and vote and shall record each individual vote in the written minutes as an “aye” “yes” “or “nay” “no.”

Section 7. No member shall be permitted to change his/her vote after the decision is announced by the Chair.

C. Procedures for Applications

Section 1. Application Public Hearing Procedure

1. Any person or entity may appear in person or be represented by an authorized agent at any meeting of the Commission

2. Unless altered by the Chair, the order of the procedure at a public hearing on an application shall be:

   a. Presentation of the application by City Staff, including its recommendations and a summary of pertinent written comments and reports concerning the application

   b. The applicant’s presentation, not to exceed fifteen (15) minutes

   c. Any group representing the area in which the subject property is located, not to exceed five (5) minutes

   d. Persons other than the applicant in favor of, or not opposed to, or in opposition to, the application, not to exceed three (3) minutes per person

   e. Rebuttal by the applicant as necessary to respond to new issues raised by other parties, not to exceed five (5) minutes

   f. Surrebuttal may be allowed at the discretion of the Chair.

Section 2. Application Public Hearing Rules
1. Each speaker, before talking, shall give his name and if desired his address.

2. Only one speaker is permitted before the Commission at a time.

3. The discussion must be confined to essential points stated in the application bearing on the desirability or undesirability of the application and is not a time for debate regarding the applications.

4. The Chair may cease any presentation or information that has already been presented and acknowledge that it has been noted in the public record.

5. No personal attacks shall be indulged in by either side, and such action shall be sufficient cause for stopping the speaker from proceeding.

6. No applause or public outbursts shall be permitted.

7. The Chair or City Staff may request police support to remove offending individuals who refuse to abide by these rules.

Section 3. Discussion and Vote – After all presentations have been made, the Chair may request or entertain a motion to close the public hearing. Members may continue to discuss the application among the Commission. Following this discussion on the application, a motion must be made and seconded, which may include; Approval, Approval with Conditions, Denial, a Recommendation to the Council (as appropriate), or Continuation of the item with or without date.

Section 4. Decisions – A decision of the Commission on an application shall be documented in writing by the City Staff and shall include reasons for the decision.

VIII. Ethics and Conflicts of Interest

Section 1. Compliance - All Members shall abide by Utah Code and, annually complete any necessary volunteer forms, documents, and training.

Section 2. Voting/ Recusal:—A member of the Commission who has a conflict of interest as defined by Utah Code and/or Herriman Ordinances shall declare the conflict of interest as required by Utah Code and recuse themselves from the agenda item relating to the conflict of interest. The Chair shall announce the recusal for the record. After declaring a conflict of interest, a Planning Commission member shall leave the room and not participate in the discussion and vote on the matter, nor attempt to use his/her influence with other Commissioners before, during or after the meeting.

Section 3. Ex Parte Communications – No member of the Commission shall have any ex parte discussion regarding any administrative land use application or re-zone application pending before the Commission. Ex parte communication means any communication, including but not limited to electronic or social media communication, with interested parties of an administrative land use application or re-zone application pending before the Commission prior to the Commission reaching a final decision. An administrative land use application means any land use application where by Utah Code or Herriman
Ordinances the Commission is the final decision-maker. A re-zone land use application means any land use application where by Utah Code or Herriman Ordinance the City Council is the final decision-maker.

IX. Amendments and Adoption

A. Adoption and Amendment Procedure

These Rules of Procedure must be reviewed and approved by the Council before they become effective and may be amended upon approval by the Council.

Approved by the Council this 13th day of December, 2017.

HERRIMAN

________________________________________
Mayor Carman Freeman

ATTEST:

_______________________________
Cindy Quick, Deputy Recorder
Staff Memo

DATE: May 24, 2018
TO: Planning Commission
FROM: Michael Maloy, AICP, Planning Director
MEETING: City Council & Planning Commission Joint Work Meeting May 31, 2018
SUBJECT: Discussion of video on Utah Demographic and Economic Projections

Summary:

The Kem C. Gardner Policy Institute, which is part of the David Eccles School of Business at the University of Utah, recently produced a video entitled *Utah's Long-Term Demographic and Economic Projections*. The Commission and Council will view and discuss this video during the joint work meeting.

Discussion:

While economic and residential growth along the Wasatch Front seems certain, Herriman can plan for and manage these pressures—and opportunities—in the forthcoming Herriman City 2050 General Plan. Staff will lead a brief discussion on these issues following the presentation of the video.

Attachments:

A. Economic Summary April 2018
B. Cities Fact Sheet May 2018
Interest Rates—The 30-year fixed-rate mortgage (FRM) averaged 4.47% for the week ending April 19, 2018 according to Freddie Mac.

Home Prices—According to the Federal Housing Finance Agency (FHFA) House Price Appreciation Ranking, Utah’s house prices were up 10.74% in the fourth quarter of 2017 from fourth quarter of 2016.

Foreclosure Rates—At the end of the fourth quarter of 2017, Utah ranked 2nd lowest with 0.39% of all loans in foreclosure.

Total Personal Income—Utah’s total personal income reached $133.0 billion* in the fourth quarter of 2017, rising 5.1% from the fourth quarter of 2016. Utah ranked 6th in the nation. Nationally, personal income increased 4.0% over the same period.

Income Per Capita—Utah’s per capita personal income grew 2.5% to reach $42,043 in 2017. Per capita personal income for the nation in 2017 was $50,392, a year-over-year increase of 2.4%.

Interest Rates—The 30-year fixed-rate mortgage (FRM) averaged 4.47% for the week ending April 19, 2018 according to Freddie Mac.

Home Prices—According to the Federal Housing Finance Agency (FHFA) House Price Appreciation Ranking, Utah’s house prices were up 10.74% in the fourth quarter of 2017 from fourth quarter of 2016.

Foreclosure Rates—At the end of the fourth quarter of 2017, Utah ranked 2nd lowest with 0.39% of all loans in foreclosure.

Total Personal Income—Utah’s total personal income reached $133.0 billion* in the fourth quarter of 2017, rising 5.1% from the fourth quarter of 2016. Utah ranked 6th in the nation. Nationally, personal income increased 4.0% over the same period.

Income Per Capita—Utah’s per capita personal income grew 2.5% to reach $42,043 in 2017. Per capita personal income for the nation in 2017 was $50,392, a year-over-year increase of 2.4%.

*seasonally adjusted at an annual rate

Source: Bureau of Economic Analysis

Home Prices: Fourth Quarter 2017 Over Fourth Quarter 2016

<table>
<thead>
<tr>
<th>Realtor</th>
<th>Median Sales Price</th>
<th>Change</th>
<th>HPI Change</th>
<th>Purchase-Only Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Logan, UT-ID MSA</td>
<td>$257,874</td>
<td>10.6%</td>
<td>10.6%</td>
<td>na</td>
</tr>
<tr>
<td>Ogden-Clearfield, UT MSA</td>
<td>$270,539</td>
<td>10.8%</td>
<td>10.8%</td>
<td>na</td>
</tr>
<tr>
<td>Provo-Orem, UT MSA</td>
<td>$326,561</td>
<td>9.6%</td>
<td>9.6%</td>
<td>na</td>
</tr>
<tr>
<td>Salt Lake City, UT MSA</td>
<td>$314,287</td>
<td>11.7%</td>
<td>10.5%</td>
<td>10.9%</td>
</tr>
<tr>
<td>St. George</td>
<td>$289,823</td>
<td>9.8%</td>
<td>9.8%</td>
<td>na</td>
</tr>
<tr>
<td>Utah</td>
<td>$309,045</td>
<td>10.9%</td>
<td>10.2%</td>
<td>10.7%</td>
</tr>
<tr>
<td>U.S.</td>
<td>$258,048</td>
<td>7.1%</td>
<td>6.4%</td>
<td>6.7%</td>
</tr>
</tbody>
</table>

Note: The median price is for existing single family homes, seasonally adjusted, from Economix.com. Home price data from the FHFA is limited to conventional mortgages guaranteed by Fannie Mae or Freddie Mac. The House Price Index includes purchases and refinances, while the Purchase-Only Index excludes refinances. NAR and FHFA data is Moody’s analytics adjusted.

Source: National Association of Realtors; Federal Housing Finance Agency

THE KEM C. GARDNER POLICY INSTITUTE

www.gardner.utah.edu
Population—Utah Population Committee estimates that Utah’s population increased by 59,045 persons in July 2017 with total population rising to 3,114,039. Utah’s population growth rate of 1.9% between 2016 and 2017 is the third highest in the nation. Utah also had the highest natural increase in America at 11.4 per 1,000 population for the same period. The total 2017 population count for the United States is 325,719,178. This represents a population increase of 2,313,243 people, or 0.7% from 2016. The Population Estimate for 2018 will be available in December 2018.
Each year, the Census Bureau produces population estimates at varying levels of geography. They have already released national, state, county, and metropolitan/micropolitan estimates for the 2017 vintage. This most recent release included annual population estimates for both incorporated places (cities and towns) as well as housing unit estimates at the state and county level from Census 2010 to July 1, 2017. Townships or other unincorporated communities are not included in this release.

The city level estimates utilize locally submitted building permits as the basis to estimate population. They are then controlled to the county estimate totals, which were published in March 2018.

National Picture
Cities in the southern region of the United States experienced some of the fastest growth and largest gains in population between 2016 and 2017, largely driven by cities in Texas. For cities and towns with populations of 50,000 or less, those located in the West had the largest percent population change.

While the national housing stock continued to grow, the housing unit growth remained below 2007 levels in all but four states and the District of Columbia. This analysis showed that only one county in Utah, San Juan, has experienced more housing unit growth since 2010 than in the 2000-2007 period.

Utah in the National Context
According to the 2017 Housing Unit Estimates, Utah experienced the fastest housing unit growth in the nation between 2016 and 2017 at 2.1 percent. Two other intermountain states, Idaho and Colorado, were second and third. Since 2010, Utah had the second highest increase in housing units (10.7 percent) behind North Dakota (18.0 percent).

While most of the absolute growth of housing units in Utah came from Salt Lake, Utah, and Washington counties, the area experiencing the fastest housing unit growth was Wasatch County.

Vineyard, located in Utah County, was the fastest growing place (with a population over 1,000) in the nation between 2016 and 2017 at 49.1 percent. This equates to an increase of 2,046 residents of Vineyard, from a total population of 4,164 in 2016 to 6,210 in 2017.

Cities in Utah
Utah's statewide growth between 2016 and 2017 was the third highest in the nation, with a 1.9 percent increase (57,512 individuals). While Salt Lake City provided the largest city-level contribution to statewide growth, cities in southern Salt Lake County and northern Utah County also played a significant role. The cities in these areas have frequently held high rankings since 2010 – whether in absolute increase or percent increase.

The Census Bureau estimates indicate that Salt Lake City, Herriman, Eagle Mountain, Saratoga Springs, and St. George were the top five cities in terms of absolute population growth between 2016 and 2017. The Salt Lake and Utah county cities on the top ten list produced 42 percent
of the statewide population growth between 2016 and 2017. While growth in Salt Lake City came from infill development in the form of multi-family units, the other cities on the list gained population through new developments and single-family homes.

Similar to the national picture, Utah’s fastest growing cities all had populations of 50,000 or less. Vineyard maintained the top ranking of cities with the largest percent population growth between 2016 and 2017, at 49.1 percent. This continued jump in growth results in a total population of 6,210 in Vineyard. Other cities with high percent population growth were Bluffdale (14.9 percent), Herriman (11.6 percent), Eagle Mountain (11.2 percent) and Saratoga Springs (11.1 percent). This maintains the trend cities in southern Salt Lake County and northern Utah County being the fastest growing areas in the state since the 2010 Census.

Although there was growth across the state, 24 cities with populations over 1,000 experienced population decline according to the Census Bureau estimates. The cities with the largest absolute population decline were West Valley City, Taylorsville, Vernal, Cottonwood Heights, and Millcreek. The top five cities with the largest percentage decrease in population were Naples (3.1 percent), Ballard (3.1 percent), Vernal (3.0 percent), Duchesne (1.9 percent), and Ferron (1.6 percent). Three of these cities (Naples, Ballard, and Vernal) are in Uintah County, which had the 8th largest percentage decline of counties in the nation.

**Cities (1,000 or larger) with the largest percent increases, 2016-2017**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vineyard</td>
<td>Utah</td>
<td>4,164</td>
<td>6,210</td>
<td>49.1%</td>
</tr>
<tr>
<td>Bluffdale</td>
<td>Salt Lake</td>
<td>11,734</td>
<td>13,484</td>
<td>14.9%</td>
</tr>
<tr>
<td>Herriman</td>
<td>Salt Lake</td>
<td>35,140</td>
<td>39,224</td>
<td>11.6%</td>
</tr>
<tr>
<td>Eagle Mountain</td>
<td>Utah</td>
<td>28,949</td>
<td>32,204</td>
<td>11.2%</td>
</tr>
<tr>
<td>Saratoga Springs</td>
<td>Utah</td>
<td>26,661</td>
<td>29,608</td>
<td>11.1%</td>
</tr>
<tr>
<td>Elk Ridge</td>
<td>Utah</td>
<td>3,396</td>
<td>3,757</td>
<td>10.6%</td>
</tr>
<tr>
<td>West Haven</td>
<td>Weber</td>
<td>12,313</td>
<td>13,532</td>
<td>9.9%</td>
</tr>
<tr>
<td>Ivins</td>
<td>Washington</td>
<td>8,050</td>
<td>8,726</td>
<td>8.4%</td>
</tr>
<tr>
<td>Francis</td>
<td>Summit</td>
<td>1,353</td>
<td>1,452</td>
<td>7.3%</td>
</tr>
<tr>
<td>Gunnison</td>
<td>Sanpete</td>
<td>3,296</td>
<td>3,511</td>
<td>6.5%</td>
</tr>
</tbody>
</table>

**Cities (1,000 or larger) with the largest absolute increases, 2016-2017**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt Lake City</td>
<td>Salt Lake</td>
<td>194,653</td>
<td>200,544</td>
<td>5,891</td>
</tr>
<tr>
<td>Herriman</td>
<td>Salt Lake</td>
<td>35,140</td>
<td>39,224</td>
<td>4,084</td>
</tr>
<tr>
<td>Eagle Mountain</td>
<td>Utah</td>
<td>28,949</td>
<td>32,204</td>
<td>3,255</td>
</tr>
<tr>
<td>Saratoga Springs</td>
<td>Utah</td>
<td>26,661</td>
<td>29,608</td>
<td>2,947</td>
</tr>
<tr>
<td>St. George</td>
<td>Washington</td>
<td>81,631</td>
<td>84,405</td>
<td>2,774</td>
</tr>
<tr>
<td>South Jordan</td>
<td>Salt Lake</td>
<td>68,679</td>
<td>70,954</td>
<td>2,275</td>
</tr>
<tr>
<td>Vineyard</td>
<td>Utah</td>
<td>4,164</td>
<td>6,210</td>
<td>2,046</td>
</tr>
<tr>
<td>Lehi</td>
<td>Utah</td>
<td>60,743</td>
<td>62,712</td>
<td>1,969</td>
</tr>
<tr>
<td>Bluffdale</td>
<td>Salt Lake</td>
<td>11,734</td>
<td>13,484</td>
<td>1,750</td>
</tr>
<tr>
<td>Syracuse</td>
<td>Davis</td>
<td>28,254</td>
<td>29,507</td>
<td>1,253</td>
</tr>
</tbody>
</table>

Source: U.S. Census Bureau, Population Division, 2018
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpine city</td>
<td>10,371</td>
<td>52</td>
<td>0.5%</td>
<td>Coalville city</td>
<td>1,559</td>
<td>74</td>
<td>5.0%</td>
</tr>
<tr>
<td>Alta town</td>
<td>385</td>
<td>-2</td>
<td>-0.5%</td>
<td>Corinne city</td>
<td>727</td>
<td>19</td>
<td>2.7%</td>
</tr>
<tr>
<td>Altamont town</td>
<td>248</td>
<td>-6</td>
<td>-2.4%</td>
<td>Cornish town</td>
<td>320</td>
<td>9</td>
<td>2.9%</td>
</tr>
<tr>
<td>Alton town</td>
<td>119</td>
<td>2</td>
<td>1.7%</td>
<td>Cottonwood Heights city</td>
<td>33,996</td>
<td>-236</td>
<td>-0.7%</td>
</tr>
<tr>
<td>Amalga town</td>
<td>525</td>
<td>12</td>
<td>2.3%</td>
<td>Daniel town</td>
<td>1,071</td>
<td>5</td>
<td>0.5%</td>
</tr>
<tr>
<td>American Fork city</td>
<td>29,527</td>
<td>820</td>
<td>2.9%</td>
<td>Delta city</td>
<td>3,546</td>
<td>49</td>
<td>1.4%</td>
</tr>
<tr>
<td>Annabellaville town</td>
<td>804</td>
<td>7</td>
<td>0.9%</td>
<td>Deweyville town</td>
<td>340</td>
<td>6</td>
<td>1.8%</td>
</tr>
<tr>
<td>Antimony town</td>
<td>122</td>
<td>2</td>
<td>1.7%</td>
<td>Draper city</td>
<td>47,710</td>
<td>575</td>
<td>1.2%</td>
</tr>
<tr>
<td>Apple Valley town</td>
<td>773</td>
<td>33</td>
<td>4.5%</td>
<td>Duchesne city</td>
<td>1,779</td>
<td>-35</td>
<td>-1.9%</td>
</tr>
<tr>
<td>Aurora city</td>
<td>1,043</td>
<td>10</td>
<td>1.0%</td>
<td>Dutch John town</td>
<td>150</td>
<td>2</td>
<td>1.4%</td>
</tr>
<tr>
<td>Ballard town</td>
<td>1,040</td>
<td>-33</td>
<td>-3.1%</td>
<td>Eagle Mountain city</td>
<td>32,204</td>
<td>3,255</td>
<td>11.2%</td>
</tr>
<tr>
<td>Bear River City</td>
<td>883</td>
<td>9</td>
<td>1.0%</td>
<td>East Carbon-Sunnyside City</td>
<td>1,573</td>
<td>-1</td>
<td>-0.1%</td>
</tr>
<tr>
<td>Beaver city</td>
<td>2,988</td>
<td>-46</td>
<td>-1.5%</td>
<td>Elk Ridge city</td>
<td>3,757</td>
<td>361</td>
<td>10.6%</td>
</tr>
<tr>
<td>Bicknell town</td>
<td>321</td>
<td>2</td>
<td>0.6%</td>
<td>Elmo town</td>
<td>407</td>
<td>-7</td>
<td>-1.7%</td>
</tr>
<tr>
<td>Big Water town</td>
<td>497</td>
<td>12</td>
<td>2.5%</td>
<td>Elsinore town</td>
<td>874</td>
<td>9</td>
<td>1.0%</td>
</tr>
<tr>
<td>Blanding city</td>
<td>3,690</td>
<td>6</td>
<td>0.2%</td>
<td>Elwood town</td>
<td>1,097</td>
<td>12</td>
<td>1.1%</td>
</tr>
<tr>
<td>Bluffdale city</td>
<td>13,484</td>
<td>1,750</td>
<td>14.9%</td>
<td>Emery town</td>
<td>268</td>
<td>-3</td>
<td>-1.1%</td>
</tr>
<tr>
<td>Boulder town</td>
<td>240</td>
<td>9</td>
<td>3.9%</td>
<td>Enoch city</td>
<td>6,756</td>
<td>217</td>
<td>3.3%</td>
</tr>
<tr>
<td>Bountiful city</td>
<td>44,107</td>
<td>164</td>
<td>0.4%</td>
<td>Enterprise city</td>
<td>1,837</td>
<td>28</td>
<td>1.5%</td>
</tr>
<tr>
<td>Brian Head town</td>
<td>90</td>
<td>2</td>
<td>2.3%</td>
<td>Ephraim city</td>
<td>7,146</td>
<td>127</td>
<td>1.8%</td>
</tr>
<tr>
<td>Brigham City city</td>
<td>19,182</td>
<td>292</td>
<td>1.5%</td>
<td>Escalante city</td>
<td>802</td>
<td>12</td>
<td>1.5%</td>
</tr>
<tr>
<td>Bryce Canyon City</td>
<td>224</td>
<td>3</td>
<td>1.4%</td>
<td>Eureka city</td>
<td>688</td>
<td>2</td>
<td>0.3%</td>
</tr>
<tr>
<td>Cannonville town</td>
<td>175</td>
<td>3</td>
<td>1.7%</td>
<td>Fairfield town</td>
<td>143</td>
<td>8</td>
<td>5.9%</td>
</tr>
<tr>
<td>Castle Dale city</td>
<td>1,499</td>
<td>-21</td>
<td>-1.4%</td>
<td>Fairview city</td>
<td>1,305</td>
<td>27</td>
<td>2.1%</td>
</tr>
<tr>
<td>Castle Valley town</td>
<td>349</td>
<td>3</td>
<td>0.9%</td>
<td>Farmington city</td>
<td>24,066</td>
<td>1,034</td>
<td>4.5%</td>
</tr>
<tr>
<td>Cedar City city</td>
<td>31,806</td>
<td>739</td>
<td>2.4%</td>
<td>Farr West city</td>
<td>6,996</td>
<td>126</td>
<td>1.8%</td>
</tr>
<tr>
<td>Cedar Fort town</td>
<td>392</td>
<td>3</td>
<td>0.8%</td>
<td>Fayette town</td>
<td>254</td>
<td>4</td>
<td>1.6%</td>
</tr>
<tr>
<td>Cedar Hills city</td>
<td>10,334</td>
<td>9</td>
<td>0.1%</td>
<td>Ferron city</td>
<td>1,507</td>
<td>-24</td>
<td>-1.6%</td>
</tr>
<tr>
<td>Centerfield town</td>
<td>1,445</td>
<td>29</td>
<td>2.0%</td>
<td>Fielding town</td>
<td>463</td>
<td>8</td>
<td>1.8%</td>
</tr>
<tr>
<td>Centerville city</td>
<td>17,657</td>
<td>410</td>
<td>2.4%</td>
<td>Fillmore city</td>
<td>2,522</td>
<td>33</td>
<td>1.3%</td>
</tr>
<tr>
<td>Central Valley town</td>
<td>563</td>
<td>6</td>
<td>1.1%</td>
<td>Fountain Green city</td>
<td>1,126</td>
<td>23</td>
<td>2.1%</td>
</tr>
<tr>
<td>Charleston town</td>
<td>478</td>
<td>8</td>
<td>1.7%</td>
<td>Francis town</td>
<td>1,452</td>
<td>99</td>
<td>7.3%</td>
</tr>
<tr>
<td>Circleville town</td>
<td>480</td>
<td>-20</td>
<td>-4.0%</td>
<td>Fruit Heights city</td>
<td>6,215</td>
<td>67</td>
<td>1.1%</td>
</tr>
<tr>
<td>Clarkston town</td>
<td>731</td>
<td>16</td>
<td>2.2%</td>
<td>Garden City town</td>
<td>596</td>
<td>18</td>
<td>3.1%</td>
</tr>
<tr>
<td>Clawson town</td>
<td>185</td>
<td>-4</td>
<td>-2.1%</td>
<td>Garland city</td>
<td>2,528</td>
<td>40</td>
<td>1.6%</td>
</tr>
<tr>
<td>Clearfield city</td>
<td>31,363</td>
<td>510</td>
<td>1.7%</td>
<td>Genola town</td>
<td>1,520</td>
<td>34</td>
<td>2.3%</td>
</tr>
<tr>
<td>Cleveland town</td>
<td>441</td>
<td>-5</td>
<td>-1.1%</td>
<td>Glendale town</td>
<td>387</td>
<td>8</td>
<td>2.1%</td>
</tr>
<tr>
<td>Clinton city</td>
<td>21,971</td>
<td>424</td>
<td>2.0%</td>
<td>Glenwood town</td>
<td>472</td>
<td>5</td>
<td>1.1%</td>
</tr>
<tr>
<td>Coalville city</td>
<td>1,559</td>
<td>74</td>
<td>5.0%</td>
<td>Goshen town</td>
<td>952</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
<td>-----------------</td>
<td>--------------------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Grantsville city</td>
<td>11,000</td>
<td>558</td>
<td>5.3%</td>
<td>Lehamington town</td>
<td>232</td>
<td>5</td>
<td>2.2%</td>
</tr>
<tr>
<td>Green River city</td>
<td>940</td>
<td>-16</td>
<td>-1.7%</td>
<td>Leeds town</td>
<td>862</td>
<td>14</td>
<td>1.7%</td>
</tr>
<tr>
<td>Gunnison city</td>
<td>3,511</td>
<td>215</td>
<td>6.5%</td>
<td>Lehi city</td>
<td>62,712</td>
<td>1,969</td>
<td>3.2%</td>
</tr>
<tr>
<td>Hanksville town</td>
<td>219</td>
<td>4</td>
<td>1.9%</td>
<td>Levan town</td>
<td>904</td>
<td>5</td>
<td>0.6%</td>
</tr>
<tr>
<td>Harrisville city</td>
<td>6,535</td>
<td>195</td>
<td>3.1%</td>
<td>Lewiston city</td>
<td>1,809</td>
<td>6</td>
<td>0.3%</td>
</tr>
<tr>
<td>Hatch town</td>
<td>143</td>
<td>2</td>
<td>1.4%</td>
<td>Lindon city</td>
<td>10,968</td>
<td>89</td>
<td>0.8%</td>
</tr>
<tr>
<td>Heber city</td>
<td>15,792</td>
<td>740</td>
<td>4.9%</td>
<td>Loa town</td>
<td>586</td>
<td>3</td>
<td>0.5%</td>
</tr>
<tr>
<td>Helper city</td>
<td>2,091</td>
<td>-3</td>
<td>-0.1%</td>
<td>Logan city</td>
<td>51,115</td>
<td>418</td>
<td>0.8%</td>
</tr>
<tr>
<td>Henefer town</td>
<td>923</td>
<td>40</td>
<td>4.5%</td>
<td>Lyman town</td>
<td>256</td>
<td>4</td>
<td>1.6%</td>
</tr>
<tr>
<td>Herriman town</td>
<td>224</td>
<td>2</td>
<td>1.4%</td>
<td>Lynndyl town</td>
<td>112</td>
<td>1</td>
<td>0.9%</td>
</tr>
<tr>
<td>Herron city</td>
<td>39,224</td>
<td>4,084</td>
<td>11.6%</td>
<td>Manila town</td>
<td>331</td>
<td>8</td>
<td>2.5%</td>
</tr>
<tr>
<td>Hideout town</td>
<td>945</td>
<td>76</td>
<td>8.7%</td>
<td>Manti city</td>
<td>3,540</td>
<td>67</td>
<td>1.9%</td>
</tr>
<tr>
<td>Highland city</td>
<td>18,957</td>
<td>447</td>
<td>2.4%</td>
<td>Mantua town</td>
<td>822</td>
<td>44</td>
<td>5.7%</td>
</tr>
<tr>
<td>Hildale city</td>
<td>2,926</td>
<td>6</td>
<td>0.2%</td>
<td>Mapleton city</td>
<td>9,773</td>
<td>299</td>
<td>3.2%</td>
</tr>
<tr>
<td>Hinckley town</td>
<td>707</td>
<td>5</td>
<td>0.7%</td>
<td>Marriott-Slaterville city</td>
<td>1,778</td>
<td>30</td>
<td>1.7%</td>
</tr>
<tr>
<td>Holden town</td>
<td>385</td>
<td>7</td>
<td>1.9%</td>
<td>Marysvale town</td>
<td>399</td>
<td>-1</td>
<td>-0.3%</td>
</tr>
<tr>
<td>Holladay city</td>
<td>30,709</td>
<td>-129</td>
<td>-0.4%</td>
<td>Mayfield town</td>
<td>540</td>
<td>11</td>
<td>2.1%</td>
</tr>
<tr>
<td>Honeyville city</td>
<td>1,547</td>
<td>51</td>
<td>3.4%</td>
<td>Meadow town</td>
<td>319</td>
<td>4</td>
<td>1.3%</td>
</tr>
<tr>
<td>Hooper city</td>
<td>8,668</td>
<td>232</td>
<td>2.8%</td>
<td>Mendon city</td>
<td>1,401</td>
<td>18</td>
<td>1.3%</td>
</tr>
<tr>
<td>Howell town</td>
<td>249</td>
<td>2</td>
<td>0.8%</td>
<td>Midvale city</td>
<td>33,208</td>
<td>184</td>
<td>0.6%</td>
</tr>
<tr>
<td>Huntington city</td>
<td>1,950</td>
<td>-28</td>
<td>-1.4%</td>
<td>Midway city</td>
<td>5,093</td>
<td>187</td>
<td>3.8%</td>
</tr>
<tr>
<td>Huntsville town</td>
<td>637</td>
<td>-1</td>
<td>-0.2%</td>
<td>Milford city</td>
<td>1,348</td>
<td>-13</td>
<td>-1.0%</td>
</tr>
<tr>
<td>Hurricane city</td>
<td>17,135</td>
<td>981</td>
<td>6.1%</td>
<td>Millcreek city</td>
<td>60,192</td>
<td>-224</td>
<td>-0.4%</td>
</tr>
<tr>
<td>Hyde Park city</td>
<td>4,575</td>
<td>93</td>
<td>2.1%</td>
<td>Millville city</td>
<td>2,030</td>
<td>53</td>
<td>2.7%</td>
</tr>
<tr>
<td>Hyrum city</td>
<td>8,197</td>
<td>206</td>
<td>2.6%</td>
<td>Minersville town</td>
<td>886</td>
<td>-5</td>
<td>-0.6%</td>
</tr>
<tr>
<td>Independence town</td>
<td>215</td>
<td>14</td>
<td>7.0%</td>
<td>Moab city</td>
<td>5,253</td>
<td>-20</td>
<td>-0.4%</td>
</tr>
<tr>
<td>Interlaken town</td>
<td>221</td>
<td>13</td>
<td>6.3%</td>
<td>Mona city</td>
<td>1,685</td>
<td>32</td>
<td>1.9%</td>
</tr>
<tr>
<td>Ivins city</td>
<td>8,726</td>
<td>676</td>
<td>8.4%</td>
<td>Monroe city</td>
<td>2,326</td>
<td>20</td>
<td>0.9%</td>
</tr>
<tr>
<td>Joseph town</td>
<td>355</td>
<td>3</td>
<td>0.9%</td>
<td>Monticello city</td>
<td>1,995</td>
<td>-15</td>
<td>-0.7%</td>
</tr>
<tr>
<td>Junction town</td>
<td>167</td>
<td>-9</td>
<td>-5.1%</td>
<td>Morgan city</td>
<td>4,249</td>
<td>106</td>
<td>2.6%</td>
</tr>
<tr>
<td>Kamas city</td>
<td>2,176</td>
<td>45</td>
<td>2.1%</td>
<td>Moroni city</td>
<td>1,500</td>
<td>30</td>
<td>2.0%</td>
</tr>
<tr>
<td>Kanab city</td>
<td>4,687</td>
<td>175</td>
<td>3.9%</td>
<td>Mount Pleasant city</td>
<td>3,418</td>
<td>64</td>
<td>1.9%</td>
</tr>
<tr>
<td>Kanarraville town</td>
<td>397</td>
<td>11</td>
<td>2.8%</td>
<td>Murray city</td>
<td>49,295</td>
<td>92</td>
<td>0.2%</td>
</tr>
<tr>
<td>Kanosh town</td>
<td>476</td>
<td>5</td>
<td>1.1%</td>
<td>Myton city</td>
<td>623</td>
<td>-3</td>
<td>-0.5%</td>
</tr>
<tr>
<td>Kaysville city</td>
<td>31,776</td>
<td>659</td>
<td>2.1%</td>
<td>Naples city</td>
<td>2,048</td>
<td>-65</td>
<td>-3.1%</td>
</tr>
<tr>
<td>Kingston town</td>
<td>152</td>
<td>-6</td>
<td>-3.8%</td>
<td>Nephi city</td>
<td>5,952</td>
<td>160</td>
<td>2.8%</td>
</tr>
<tr>
<td>Koosharem town</td>
<td>331</td>
<td>-1</td>
<td>-0.3%</td>
<td>New Harmony town</td>
<td>224</td>
<td>6</td>
<td>2.8%</td>
</tr>
<tr>
<td>La Verkin city</td>
<td>4,345</td>
<td>84</td>
<td>2.0%</td>
<td>Newton town</td>
<td>811</td>
<td>5</td>
<td>0.6%</td>
</tr>
<tr>
<td>Laketown town</td>
<td>266</td>
<td>10</td>
<td>3.9%</td>
<td>Nibley town</td>
<td>6,917</td>
<td>220</td>
<td>3.3%</td>
</tr>
<tr>
<td>Layton city</td>
<td>76,691</td>
<td>1,108</td>
<td>1.5%</td>
<td>North Logan city</td>
<td>10,646</td>
<td>143</td>
<td>1.4%</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>North Ogden city</td>
<td>19,465</td>
<td>794</td>
<td>4.3%</td>
<td>Sandy city</td>
<td>96,145</td>
<td>-210</td>
<td>-0.2%</td>
</tr>
<tr>
<td>North Salt Lake city</td>
<td>20,507</td>
<td>288</td>
<td>1.4%</td>
<td>Santa Clara city</td>
<td>7,418</td>
<td>450</td>
<td>6.5%</td>
</tr>
<tr>
<td>Oak City town</td>
<td>644</td>
<td>8</td>
<td>1.3%</td>
<td>Santaukin city</td>
<td>11,652</td>
<td>581</td>
<td>5.2%</td>
</tr>
<tr>
<td>Oakley city</td>
<td>1,657</td>
<td>28</td>
<td>1.7%</td>
<td>Saratoga Springs city</td>
<td>29,608</td>
<td>2,947</td>
<td>11.1%</td>
</tr>
<tr>
<td>Ogden city</td>
<td>87,031</td>
<td>306</td>
<td>0.4%</td>
<td>Scipio town</td>
<td>329</td>
<td>2</td>
<td>0.6%</td>
</tr>
<tr>
<td>Ophir town</td>
<td>57</td>
<td>4</td>
<td>7.5%</td>
<td>Scofield town</td>
<td>22</td>
<td>-1</td>
<td>-4.3%</td>
</tr>
<tr>
<td>Orangeville city</td>
<td>1,341</td>
<td>-20</td>
<td>-1.5%</td>
<td>Sigurd town</td>
<td>437</td>
<td>3</td>
<td>0.7%</td>
</tr>
<tr>
<td>Orderville town</td>
<td>589</td>
<td>12</td>
<td>2.1%</td>
<td>Smithfield city</td>
<td>11,374</td>
<td>292</td>
<td>2.6%</td>
</tr>
<tr>
<td>Orem city</td>
<td>97,839</td>
<td>728</td>
<td>0.7%</td>
<td>Snowville town</td>
<td>172</td>
<td>2</td>
<td>1.2%</td>
</tr>
<tr>
<td>Panguitch city</td>
<td>1,688</td>
<td>23</td>
<td>1.4%</td>
<td>South Jordan city</td>
<td>70,954</td>
<td>2,275</td>
<td>3.3%</td>
</tr>
<tr>
<td>Paradise town</td>
<td>971</td>
<td>24</td>
<td>2.5%</td>
<td>South Ogden city</td>
<td>17,101</td>
<td>78</td>
<td>0.5%</td>
</tr>
<tr>
<td>Paragonah town</td>
<td>529</td>
<td>5</td>
<td>1.0%</td>
<td>South Salt Lake city</td>
<td>24,956</td>
<td>287</td>
<td>1.2%</td>
</tr>
<tr>
<td>Park City</td>
<td>8,378</td>
<td>99</td>
<td>1.2%</td>
<td>South Weber city</td>
<td>7,310</td>
<td>139</td>
<td>1.9%</td>
</tr>
<tr>
<td>Parowan city</td>
<td>3,038</td>
<td>61</td>
<td>2.0%</td>
<td>Spanish Fork city</td>
<td>39,443</td>
<td>665</td>
<td>1.7%</td>
</tr>
<tr>
<td>Payson city</td>
<td>19,892</td>
<td>74</td>
<td>0.4%</td>
<td>Spring City city</td>
<td>1,045</td>
<td>22</td>
<td>2.2%</td>
</tr>
<tr>
<td>Perry city</td>
<td>4,974</td>
<td>169</td>
<td>3.5%</td>
<td>Springdale town</td>
<td>592</td>
<td>21</td>
<td>3.7%</td>
</tr>
<tr>
<td>Plain City</td>
<td>6,764</td>
<td>291</td>
<td>4.5%</td>
<td>Springville city</td>
<td>33,294</td>
<td>240</td>
<td>0.7%</td>
</tr>
<tr>
<td>Pleasant Grove city</td>
<td>38,845</td>
<td>259</td>
<td>0.7%</td>
<td>St. George city</td>
<td>84,405</td>
<td>2,774</td>
<td>3.4%</td>
</tr>
<tr>
<td>Pleasant View city</td>
<td>10,287</td>
<td>495</td>
<td>5.1%</td>
<td>Sterling town</td>
<td>309</td>
<td>7</td>
<td>2.3%</td>
</tr>
<tr>
<td>Plymouth town</td>
<td>439</td>
<td>13</td>
<td>3.1%</td>
<td>Stockton town</td>
<td>674</td>
<td>19</td>
<td>2.9%</td>
</tr>
<tr>
<td>Portage town</td>
<td>262</td>
<td>8</td>
<td>3.1%</td>
<td>Sunset city</td>
<td>5,286</td>
<td>65</td>
<td>1.2%</td>
</tr>
<tr>
<td>Price city</td>
<td>8,263</td>
<td>-61</td>
<td>-0.7%</td>
<td>Syracuse city</td>
<td>29,507</td>
<td>1,253</td>
<td>4.4%</td>
</tr>
<tr>
<td>Providence city</td>
<td>7,411</td>
<td>189</td>
<td>2.6%</td>
<td>Tabiona town</td>
<td>165</td>
<td>-4</td>
<td>-2.4%</td>
</tr>
<tr>
<td>Provo city</td>
<td>117,335</td>
<td>513</td>
<td>0.4%</td>
<td>Taylorsville city</td>
<td>59,992</td>
<td>-460</td>
<td>-0.8%</td>
</tr>
<tr>
<td>Randolph town</td>
<td>482</td>
<td>19</td>
<td>4.1%</td>
<td>Tooele city</td>
<td>34,628</td>
<td>959</td>
<td>2.8%</td>
</tr>
<tr>
<td>Redmond town</td>
<td>743</td>
<td>4</td>
<td>0.5%</td>
<td>Toquerville city</td>
<td>1,615</td>
<td>81</td>
<td>5.3%</td>
</tr>
<tr>
<td>Richfield city</td>
<td>7,750</td>
<td>54</td>
<td>0.7%</td>
<td>Torrey town</td>
<td>243</td>
<td>4</td>
<td>1.7%</td>
</tr>
<tr>
<td>Richmond city</td>
<td>2,665</td>
<td>66</td>
<td>2.5%</td>
<td>Tremonton city</td>
<td>8,626</td>
<td>227</td>
<td>2.7%</td>
</tr>
<tr>
<td>River Heights city</td>
<td>1,982</td>
<td>52</td>
<td>2.7%</td>
<td>Trenton town</td>
<td>528</td>
<td>14</td>
<td>2.7%</td>
</tr>
<tr>
<td>Riverdale city</td>
<td>8,758</td>
<td>14</td>
<td>0.2%</td>
<td>Tropic town</td>
<td>519</td>
<td>7</td>
<td>1.4%</td>
</tr>
<tr>
<td>Riverton city</td>
<td>43,344</td>
<td>664</td>
<td>1.6%</td>
<td>Uintah town</td>
<td>1,340</td>
<td>-1</td>
<td>-0.1%</td>
</tr>
<tr>
<td>Rockville town</td>
<td>272</td>
<td>3</td>
<td>1.1%</td>
<td>Vernal city</td>
<td>10,291</td>
<td>-315</td>
<td>-3.0%</td>
</tr>
<tr>
<td>Rocky Ridge town</td>
<td>807</td>
<td>13</td>
<td>1.6%</td>
<td>Vernon town</td>
<td>318</td>
<td>22</td>
<td>7.4%</td>
</tr>
<tr>
<td>Roosevelt city</td>
<td>6,843</td>
<td>15</td>
<td>0.2%</td>
<td>Vineyard town</td>
<td>6,210</td>
<td>2,046</td>
<td>49.1%</td>
</tr>
<tr>
<td>Roy city</td>
<td>38,595</td>
<td>476</td>
<td>1.2%</td>
<td>Virgin town</td>
<td>633</td>
<td>18</td>
<td>2.9%</td>
</tr>
<tr>
<td>Rush Valley town</td>
<td>485</td>
<td>8</td>
<td>1.7%</td>
<td>Wales town</td>
<td>362</td>
<td>5</td>
<td>1.4%</td>
</tr>
<tr>
<td>Salem city</td>
<td>8,210</td>
<td>411</td>
<td>5.3%</td>
<td>Wallsburg town</td>
<td>363</td>
<td>22</td>
<td>6.5%</td>
</tr>
<tr>
<td>Salina city</td>
<td>2,551</td>
<td>21</td>
<td>0.8%</td>
<td>Washington city</td>
<td>26,405</td>
<td>1,119</td>
<td>4.4%</td>
</tr>
<tr>
<td>Salt Lake City</td>
<td>200,544</td>
<td>5,891</td>
<td>3.0%</td>
<td>Washington Terrace city</td>
<td>9,152</td>
<td>-7</td>
<td>-0.1%</td>
</tr>
</tbody>
</table>
## Utah Incorporated Places (Cities and Towns), 2017 Estimates

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wellington city</td>
<td>1,604</td>
<td>-2</td>
<td>-0.1%</td>
<td>West Point city</td>
<td>10,603</td>
<td>110</td>
<td>1.0%</td>
</tr>
<tr>
<td>Wellsville city</td>
<td>3,759</td>
<td>95</td>
<td>2.6%</td>
<td>West Valley City</td>
<td>136,170</td>
<td>-676</td>
<td>-0.5%</td>
</tr>
<tr>
<td>Wendover city</td>
<td>1,454</td>
<td>27</td>
<td>1.9%</td>
<td>Willard city</td>
<td>1,860</td>
<td>45</td>
<td>2.5%</td>
</tr>
<tr>
<td>West Bountiful city</td>
<td>5,650</td>
<td>78</td>
<td>1.4%</td>
<td>Woodland Hills city</td>
<td>1,548</td>
<td>36</td>
<td>2.4%</td>
</tr>
<tr>
<td>West Haven city</td>
<td>13,532</td>
<td>1,219</td>
<td>9.9%</td>
<td>Woodruff town</td>
<td>194</td>
<td>6</td>
<td>3.2%</td>
</tr>
<tr>
<td>West Jordan city</td>
<td>113,905</td>
<td>421</td>
<td>0.4%</td>
<td>Woods Cross city</td>
<td>11,362</td>
<td>26</td>
<td>0.2%</td>
</tr>
</tbody>
</table>
DATE: May 25, 2018

TO: The Honorable Mayor and City Council
Planning Commission

FROM: Bryn McCarty, AICP, Assistant City Planner

SUBJECT: Discussion of the Legislative Priorities for the Planning Department

RECOMMENDATION:
Have a discussion and give staff direction on prioritizing legislative amendments to the Land Development Code.

DISCUSSION:
The City Council and Planning Commission often give staff direction to make certain updates or additions to the Land Development Code. Other changes are required in order to comply with revisions to the state statute. Staff has compiled a list of these legislative amendments and would like direction from the City Council and Planning Commission on how they should be prioritized.
<table>
<thead>
<tr>
<th>Line</th>
<th>Name</th>
<th>Description</th>
<th>Date Initiated</th>
<th>Date Assigned</th>
<th>Planner Assigned</th>
<th>Application Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Multi Family Design Guidelines</td>
<td>Creating architectural standards for multi-family developments, including apartments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Alcohol Regulations</td>
<td>Updating regulations regarding alcohol sales and consumption in the Land Development Code as well as the Business License Ordinance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Auto Mall Overlay Zone</td>
<td>Creating an overlay zone to facilitate the development of an Auto Mall, including landscaping and signage requirements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Accessory Buildings</td>
<td>Consolidating all requirements for Accessory buildings into a single chapter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Subdivision Amendments</td>
<td>Text change to limit or prohibit subdivision plat amendments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Table of Uses</td>
<td>Updates to Chapter 16, the Table of Uses, including removing uses and making others permitted/conditional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Small Cell Sites</td>
<td>Create requirements for small cell sites, based on recent changes to the state statute</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Definition of Height</td>
<td>Revisions to how the height of structures is measured, including lots on hillsides</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>C-3 (Commercial) Zone</td>
<td>Create a new C-3 zone for more intense commercial uses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Herriman City General Plan</td>
<td>Write new General Plan in compliance with State and local regulations.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Planning Department Legislative Priorities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Low Density Agricultural Zone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Write new Low Density Agricultural zone to replace the A-.25 zone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Sign regulations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Updating the sign code with regard to the size of wall signs and electronic message centers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Commercial Vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Revise the ordinance regarding where and when commercial vehicles can park</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Residential treatment facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Revise chapter 5 of the Land Development Code to require the appointed Hearings Officer make decisions on Residential Treatment facilities, not the PC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
STAFF REPORT

DATE: May 25, 2018

TO: The Honorable Mayor and City Council
Planning Commission

FROM: Bryn McCarty, AICP, Assistant City Planner

MEETING: City Council & Planning Commission Joint Work Meeting May 31, 2018

SUBJECT: Discussion of pending General Plan Process

DISCUSSION:
The City Council has directed staff to begin the process of creating a new General Plan for the City. Prior to posting a Request For Proposals (RFP) for the new General Plan, staff would like to solicit ideas from the City Council and Planning Commission on the process. This could include ideas such as notices, public meetings, steering committee, and additional public involvement. Staff will then formulate a draft timeline and RFP in order to contract with a consultant for the creation of the General Plan.

RECOMMENDATION:
No formal action is needed at this time. The Council and Commission may advise staff of any ideas on the desired process for the General Plan.
DATE: May 25, 2018

TO: The Honorable Mayor and City Council
Planning Commission

FROM: Bryn McCarty, AICP, Assistant City Planner

MEETING: City Council & Planning Commission Joint Work Meeting May 31, 2018

SUBJECT: Discussion of the proposed Auto Mall Overlay Zone

DISCUSSION:
The City has been working on assembling property for an Auto Mall. Staff is proposing to create a new Auto Mall zone to promote the development of this property. The new zone would establish requirements and guidelines for the development of the Auto Mall. It would include items such as:

1. Type of uses allowed
2. Landscaping
3. Architectural Design and Materials
4. Signage, including exceptions to current requirements
5. Access and Internal Circulation

RECOMMENDATION:
No formal action is needed at this time. However, the Council and Commission may direct staff to research and prepare an Auto Mall Overlay Zone.
DATE: May 25, 2018

TO: The Honorable Mayor and City Council
Planning Commission

FROM: Michael Maloy, AICP, Planning Director

MEETING: City Council & Planning Commission Joint Work Meeting May 31, 2018

SUBJECT: Discussion of a proposed 937-acre development known as Olympia located approximately at 6901 W 11800 South in Salt Lake County

SUMMARY:

On May 22, 2018, the Salt Lake County Council approved a general plan amendment, a zoning map amendment, and a development agreement for a 937-acre mixed-use development known as “Olympia” by Doug Young, Last Holdout LLC (see Attachment A – Master Development Agreement). The project is located at or near 6901 W 11800 South, which is outside Herriman City limits in Salt Lake County.

DISCUSSION:

Although the proposed development is currently outside city limits, when developed the project will likely impact the City in various ways. The staff wishes to discuss with the City Council and Planning Commission the need—and options—for planning for these potential impacts.

RECOMMENDATION:

No formal action is needed at this time. However, the Council and Commission may direct staff to research and prepare information for future consideration.

ATTACHMENT:

A. Draft Master Development Agreement
MASTER DEVELOPMENT AGREEMENT

FOR

OLYMPIA

A MASTER PLANNED COMMUNITY

THIS MASTER DEVELOPMENT AGREEMENT ("MDA") is made and entered into effective as
of the ___ day of ____________, 2018 (the "Effective Date"), by and between SALT LAKE
COUNTY, a political subdivision of the State of Utah, by and through its County Council ("the County"),
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a political subdivision of the State of Utah
(the "MSD"), THE LAST HOLDOUT, L.L.C., a Utah limited liability company ("Owner"), and ANTHEM
RANCH, L.L.C. ("Master Developer"), a Utah limited liability company, together hereafter known as "the
Parties".

RECITALS

A. The County has zoned the Property as a Planned Community as more fully specified in the P-
C Zone Plan approved by the County Council on _________________. A copy of the P-C Zone Plan
is available at the Planning and Development Services Division of Salt Lake County.

B. The P-C Zone Plan pertains to approximately nine hundred and thirty-two (932) acres of real
property located in the south-west portion of unincorporated Salt Lake County (the "Property") and is
more particularly described in Exhibit A attached hereto.

C. Owner is the current owner of the Property, and Master Developer has an option to acquire the
Property over a period of years.

D. The Parties desire that the Property be developed as a master planned community in a unified
and consistent fashion pursuant to the P-C Zone Plan (the "Planned Community").

E. The P-C Zone Plan sets forth those land use classifications, residential and commercial
densities, and development locations as are permitted under this MDA for the Planned Community.

F. This MDA identifies the standards and procedures that will be applied to the required
administrative approvals contemplated in connection with the future development of the Planned
Community, as well as the construction of certain improvements of benefit to the Planned Community and
to address requirements for certain community benefits.
G. The County has established the Planned Community under the provisions of the County’s Vested Laws for the purpose of implementing development standards and processes that are consistent therewith. In doing so, the County found that the Planned Community is vested to proceed under the County’s Vested Laws, subject to the limitations outlined in Sections 2 through 5.

H. The County and the Master Developer agree that each shall comply with the standards and procedures contemplated by the Planned Community as described in this Agreement and its accompanying Exhibits, and the County’s Vested Laws with respect to all required development approvals.

I. In connection with entering into this MDA, the County desires to receive certain public and community benefits and amenities and the Master Developer is willing to provide these benefits and amenities in consideration of the agreement of the County for the densities and intensity of uses within the Planned Community pursuant to the terms of this MDA.

J. The County, acting pursuant to its authority under the Act and the County’s Vested Laws, has made certain determinations with respect to the proposed Planned Community, as a master planned community, and in the exercise of its legislative discretion has elected to approve the use, density, and general configuration of the Planned Community set forth in the P-C Zone Plan through the negotiation, consideration and approval of this MDA after all necessary public hearings.

FINDINGS

The County Council of Salt Lake County, Utah, acting in its legislative capacity, has made the following determinations with respect to the Planned Community, including all findings of fact and conclusions of law as are necessary to make each of the following determinations:

1. County has provided proper notice for and conducted the following public hearings in conjunction with this MDA: County Planning Commission and County Council public hearings on the Owner and Master Developer’s Application to Amend the General Plan, to rezone the Property to the Planned Community Zone, and to approve the P-C Zone Plan, which public hearings took place on

2. The County Council has reviewed this MDA and determined that it is consistent with the Act, the General Plan, the Zoning Ordinance and the Zoning of the Property, and that the MDA will enable the County or its successor to control the development of the area and will serve the best interests of the County or its successor.

3. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the MSD, the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the County and the MSD based on improvements to be constructed on the Property by the Master Developer.

4. Development of the Property pursuant to this MDA will also result in significant benefits to Owner and Master Developer by providing assurances to Owner and Master Developer that Master Developer will have the ability to develop the Property in accordance with this MDA.

5. The Parties have cooperated in the preparation of this MDA.

6. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann., §17-27a-102 (2017).
7. The Parties understand and agree that the Property will ultimately either be annexed into or will incorporate as a municipality.

8. The County's rights and obligations under this MDA will thereafter become those of the annexing or incorporating municipality.

9. This MDA implements the Planned Community zoning for the Property.

10. This MDA shall govern the development and improvement of the Planned Community from and after its Effective Date.

**AGREEMENT**

**NOW, THEREFORE** in consideration of agreements and obligations set forth below, and in reliance upon the findings and recitals set forth above, which are incorporated as part of this Agreement, the County, MSD, Owner and the Master Developer hereby agree as follows:

**SECTION 1**

**Certain Definitions with respect to MDA**

1. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:


   1.2 **Building Permit** means a permit issued by the County or its municipal successor to allow construction, erection or structural alteration of any building, structure, or private, public, or Project Infrastructure on any portion of the Planned Community, or to construct any off-site infrastructure within County’s jurisdiction consistent with the International Building Code, International Fire Code and/or the County’s Vested Laws.

   1.3 **Commercial Site Plan** means the plan submitted to the County for the approval of the development of a portion of the Planned Community which may include multiple buildings that are not intended to be on individual subdivision lots and includes apartments, office buildings, hotels, shopping centers or other similar multi-building developments or plans for other developments on the Planned Community which are allowed by the Zoning Ordinance as a conditional use.

   1.4 **Council** means the elected County Council of the County.

   1.5 **County** means Salt Lake County, a political subdivision of the State of Utah.

   1.6 **County’s Future Laws** means the ordinances, policies, rules, regulations, standards, procedures and processing fee schedules of the County or its municipal successor which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Planned Community and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

   1.7 **County’s Vested Laws** means the following County ordinances that were in effect as of the Effective Date, subject to the exceptions outlined in Subsection 3.4: Title 14 entitled “Highways, Sidewalks and Public Places,” Chapter 15.28 entitled “Highway Dedication,” Title 17 entitled “Flood Control and Water Quality,” Title 18 entitled “Subdivisions,” and Title 19 entitled “Zoning.” [CONFIRM]

   1.8 **Default** means a material breach of this MDA.
1.9 Development Application means an application to the County for development of a portion of the Planned Community including a Project Plan, a Final Plat, a Commercial Site Plan, Building Permit, or any other permit, certificate or other authorization from the County or its municipal successor required for development of the Planned Community.

1.10 Development Standards means those standards set forth in Salt Lake County Ordinance 19.69.110 and approved P-C Zone Plan, Community Structure Plan, Project Plans, or any development agreements associated with these approved Plans.

1.11 Director means the Director of the Salt Lake County Planning and Development Services Division of the Department of Public Works.

1.12 Final Plat means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann., § 17-27a-603 (2017), and approved by the County, effectuating a Subdivision of any portion of the Property.

1.13 General Plan means, in so far as it applies to the Property, the Southwest Community Plan, adopted April 3, 1996 and amended in 2008 and contemporaneously with the zoning of the Property as a Planned Community pursuant to the PC Zone Plan.

1.14 Impact Fees means those fees, assessments, or payments of money imposed by the County or the MSD (but not any other jurisdiction having authority which is not a Party to this MDA) as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann., §§ 11-36a-101, et seq., (2017).

1.15 Intended Uses means the use of all or portions of the Planned Community for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, parks, trails and other uses as more fully specified in the Zoning Ordinance and the Land Use Plan.

1.16 Land Use Plan means the layout and table set forth in Exhibit B, which provides for the use, density and general locations of development for the Planned Community.

1.17 Master Developer means Anthem Ranch, L.L.C., a Utah limited liability company and its related entities, assignees or transferees as permitted by this MDA.

1.18 Maximum Residential Unit Cap means the development on the Property of eight thousand seven hundred and sixty-five (8,765) Residential Dwelling Units.

1.19 MDA means this Master Development Agreement including all of its Exhibits.

1.20 MSD means the Greater Salt Lake Municipal Services District.

1.21 Notice means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.22 Owner means The Last Holdout, L.L.C., a Utah limited liability company.

1.23 Parcel means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the County pursuant to the provisions of Utah Code Ann. §17-27a-103(62)(c)(vi)(2017).
1.24 **Parties** means, collectively, the County, MSD, Owner and Master Developer.

1.25 **Phase** means the development of a given Project pursuant to a Project Plan within the Planned Community at a point in a logical sequence as determined by Master Developer and agreed to by the County via the Project Plan process.

1.26 **Planned Community** means the development to be constructed on the Property pursuant to this MDA.

1.27 **Planning Commission** means the County’s Planning Commission established by the Zoning Ordinance.

1.28 **Project Infrastructure** means those items of public or private infrastructure within the Property which are necessary for development of the Planned Community including all roads, utilities, lighting, curbs/gutters/sidewalks, parks, trails, rough and final grading, trees, sod, seeding, and other landscaping, storm water detention and retention facilities, water mains, storm sewers, sanitary sewers, and all other improvements required pursuant to this MDA, the Community Structure Plan, applicable Project Plans and Final Plats, County’s Vested Laws, and/or County’s Future Laws, as applicable.

1.29 **Project** means a discrete portion of the Planned Community approved pursuant to a Project Plan, within which there may be multiple Phases.

1.30 **Project Plan** means the plan that is outlined in Salt Lake County Ordinance Section 19.69.090.

1.31 **Property** means that approximately nine hundred and thirty-two (932) acres described in Exhibit A.

1.32 **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one Residential Dwelling Unit equals each unit within a multi-family dwelling, apartment building, time share, etc., and each condominium unit and single-family residential dwelling. Accessory apartments, casitas, and other similar uses that are ancillary to a primary residential use shall not be counted as a Residential Dwelling Unit for purposes of the approved density of the Planned Community.

1.33 **Site Plan** means the plan submitted to the County in accordance with Salt Lake County Ordinance Section 19.69.100.

1.34 **Subdeveloper** means an entity or person not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development and pursuant to an assignment approved by the County and the MSD pursuant to Subsection 5.1 hereof, is assigned the rights and assumes the responsibilities of this MDA applicable to such Parcel as more specifically set forth in the approved assignment and assumption agreement.

1.35 **Subdivision** means the division of any portion of the Property into a subdivision pursuant to state law and/or the Zoning Ordinance.

1.36 **Zoning Ordinance** means the County’s “land use ordinances” adopted pursuant to the Act that were in effect as of the effective date of this MDA as a part of the County’s Vested Laws.
SECTION 2
The Planned Community

2.1 Compliance with Local Laws and Standards. The County has reviewed the County’s Vested Laws and the General Plan and has determined that the Planned Community substantially complies with the provisions thereof and hereby finds that the Planned Community is consistent with the purpose and intent of the relevant provisions of the General Plan and the County’s Vested Laws.

2.2 Approved Density. The maximum number of Residential Dwelling Units in the Planned Community shall be 8,765 (i.e. the Maximum Residential Unit Cap). The Planned Community shall be comprised of the following residential unit types (as described in the Land Use Plan):

<table>
<thead>
<tr>
<th>Residential Unit Type</th>
<th>Minimum RDU</th>
<th>Maximum RDU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Units</td>
<td>375</td>
<td>2,995</td>
</tr>
<tr>
<td>Village Units</td>
<td>2,236</td>
<td>4,969</td>
</tr>
<tr>
<td>Town Center Units</td>
<td>5,302</td>
<td>8,765</td>
</tr>
</tbody>
</table>

The minimum and maximum number of Residential Dwelling Units set forth above are for information purposes only and are based upon the amount of acreage identified for various uses in the Land Use Plan. Adjustments to the total number of Residential Dwelling Units of each type shall be allowed so long as the total number of Residential Dwelling Units in the Planned Community does not exceed the Maximum Residential Unit Cap.

2.3 Land Uses within Planned Community: Configuration. The approved general configuration of and Intended Uses within the Planned Community are those identified in the Land Use Plan. Except as modified by an approved Project Plan, the Land Use Plan reflects the general location and configuration of residential and commercial development and open space within the Planned Community.

2.4 Master Developers’ Discretion. Subject to Subsection 4.3, nothing in this MDA shall obligate the Master Developer to construct the Planned Community or any particular Project or Phase therein, and the Master Developer shall have the discretion to determine whether to construct a particular Project or Phase based on such Master Developer’s business judgment; provided, however, that once construction has begun on a specific Final Plat or Final Site Plan, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete, within the time specified by the County or, if the County doesn’t specify a completion deadline, within a reasonable period of time, the improvements associated with such plat or plan, including all associated community benefits as described and scheduled within the applicable Project Plan.

2.5 Community Structure Plan Required. Master Developer shall make application to the County for approval of a Community Structure Plan consistent with the requirements of Salt Lake County Ordinance 19.69.080 (the “CSP Application”). In addition to the requirements of County Ordinance Section 19.69.080, the Community Structure Plan shall also address, to the County’s reasonable satisfaction in accordance with State law and existing applicable County ordinances and regulations, the following subjects: roads, stormwater, development and maintenance of parks and trails, water, sewer, environmental cleanup (if any), and public utilities. Master Developer shall also submit proposed Community Structure Design Standards as part of the CSP Application. County staff shall review the CSP Application for conformance with this MDA, the Development Standards, and the provisions of the County’s Vested Laws,
including the Community Structure Plan requirements set forth in Salt Lake County Ordinance 19.69.080. Following their review, the County staff shall provide a recommendation to the Planning Commission with respect to the CSP Application. The MSD shall also review the CSP Application in accordance with its rules and regulations, as applicable, and provide written confirmation to the Planning Commission of the MSD’s approval of the CSP Application and the MSD’s willingness to provide municipal services to the Planned Community pursuant to the terms of this MDA. The Planning Commission shall take final action approving the Community Structure Plan upon a finding of compliance with this MDA, the Development Standards and the provisions of the County’s Vested Laws, including the Community Structure Plan requirements in Salt Lake County Ordinance 19.69.080. The requirements of this Subsection 2.5 are conditions/limitations on vesting as allowed by Salt Lake County Ordinance Section 19.69.070. Until the Community Structure Plan is approved by the County, neither the Master Developer nor any other applicant will be entitled to any approvals under Utah Code Section 17-27a-508 with respect to the Planned Community. The limitations set forth in this Subsection 2.5 shall not, however, limit the Master Developer’s right to seek approval of the Community Structure Plan in accordance with the County’s Vested Laws and this MDA. Master Developer and Owner agree that, without the prior written consent of the County, neither Master Developer nor Owner nor any of their successors in interest shall make any application for a Building Permit with respect to the development of the Planned Community, nor will any such permits be issued to anyone, until such time as the Community Structure Plan has been approved by the County, which review and approval shall be governed by the County’s Vested Laws. Notwithstanding the fact that the Community Structure Plan will provide many of the details regarding infrastructure and other subjects for the Planned Community, the Parties agree that the following requirements will be applicable upon the rezoning of the Planned Community:

2.5.1 Water. The Property is not currently within the service area of the Jordan Valley Water Conservancy District (the “Conservancy District”), and must be annexed into the Conservancy District before water can be purchased on either a wholesale or retail basis for use by the Planned Community. The Parties further understand that, but for an annexation of the Property by a municipality or other district that provides retail water service (including the Conservancy District, if it so elects), such water service and connections to the Property will require the Master Developer to create a local water service district that is fully funded and operational. The County will only issue building permits for residential and commercial structures when building lots or commercial site pads within the Planned Community have rights to receive full retail water service and live culinary water connections and service are stubbed to the applicable building lot or commercial site pad.

2.5.2 Stormwater. The Community Structure Plan shall ensure that historic flows of stormwater runoff will be preserved, which can be accomplished by installation of variable weirs to release waters as necessary to achieve historic flows.

2.5.3 Roads. Pursuant to Subsection 2.5.5, Master Developer or a Subdeveloper, each as applicable in connection with a specific Project approval, shall fund and construct all intersection and roadway improvements within approved Projects within the Planned Community that are to be either privately owned or dedicated to the County upon completion. Master Developer’s traffic engineer has identified various intersections that, upon full build out of the Planned Community, may have an F level of service as a result of the development of the Planned Community. Master Developer’s traffic engineer has also identified recommendations to mitigate the potential impact of the Planned Community on the identified intersections. A list of the identified intersections located outside of the Property but within the unincorporated portion of the County, and the recommendations associated with those intersections, is attached hereto as Exhibit C. Master Developer or a Subdeveloper, each as applicable in connection with a specific Project approval, shall be responsible for implementing all such recommendations, or alternative recommendations
identified in traffic studies submitted with a particular Project Plan, when and as reasonably required by the County in connection with Project Plan Approvals under County Ordinance 19.69.090, if the applicable intersection or roadway improvement is located within the Planned Community and is planned to be either privately owned or dedicated to the County upon completion. Master Developer or a Subdeveloper, each as applicable in connection with a specific Project approval, shall also be responsible to fund and construct the proportionate share of the cost to make such improvements to County owned intersections and roadway improvements (or intersection or roadway improvements to be dedicated to the County upon completion) outside of the Planned Community but within the unincorporated portion of the County. The development agreements associated with each Project Plan shall determine how the proportionate share of the Master Developer or applicable Subdeveloper is calculated and exacted. Each application for a Project Plan shall be accompanied by a professionally prepared traffic study, showing impacts of the development proposed by the Project Plan to system roads, together with recommendations on how such impacts can be mitigated. With respect to intersections and roadway improvements located within adjoining municipalities and owned by the State or such adjoining municipalities, the Master Developer shall cooperate with the State of Utah and/or local affected jurisdictions, as appropriate, to coordinate the implementation and construction of recommended improvements outside of the Planned Community and within such adjoining municipalities (but Master Developer shall have no obligation to construct, fund or otherwise implement such improvements). Except as otherwise expressly agreed by the County or the MSD in a subsequent agreement, neither the County nor the MSD will be responsible to fund or construct roads or any other Project Infrastructure within the Planned Community.

2.5.4 Environmental. The County Health Department and/or State Department of Environmental Quality may review the Community Structure Plan for compliance with County and State regulations and may provide recommendations to the Planning Commission to ensure compliance with those regulations. To the extent consistent with the requirements of applicable law, the Planning Commission may incorporate those recommendations as conditions of approval of the Community Structure Plan and any development agreement entered into in connection with the approval of the Community Structure Plan.

2.5.5 Infrastructure Construction Within the Planned Community. Master Developer or the applicable Subdeveloper shall be responsible for funding and constructing all Project Infrastructure within an approved Project within the Planned Community. Unless otherwise specifically agreed by the County or the MSD, neither the County nor the MSD shall be responsible for installing, funding, or reimbursing the cost of any of the improvements outlined in the Community Structure Plan, including engineering and design costs.

2.6 Concurrency Management Required. Master Developer agrees that Development Applications shall be required to include reasonable verification of the continued availability and adequacy of sanitary sewer service, storm water service, culinary water service, fire protection (including water fire flow, storage, etc. requirements), utilities and road capacity for the development activity contemplated by each such Development Application. In addition to the foregoing, Owner and Developer agree that: (a) the County will have no obligation to issue more than two hundred (200) single family residential Building Permits until either, (i) a petition to incorporate the entirety of the Property as a separate municipality is properly filed in accordance with State law, or (ii) a petition to annex the entirety of the Property into an adjoining municipality is properly filed in accordance with State law; and (b) the County will have no obligation to issue more than five hundred (500) single family residential Building Permits until either the above-referenced incorporation or annexation, as applicable, is completed in accordance with State law, and the incorporated municipality, if applicable, is fully funded and operational (defined to mean that all statutorily required offices of a municipality are funded and staffed, with municipal office space funded
and a building lease or other arrangement in place). The foregoing limitations on the County’s issuance of Building Permits shall not apply with respect to Building Permits issued for commercial, office, institutional or industrial uses, which uses do not include apartments or other multi-family residential dwellings, except to the extent that the County and the MSD reasonably determine that such apartments or multi-family residential dwellings are integral to a mixed-use or institutional use approved by the County and that such apartments or multi-family residential dwellings, by reason of their incorporation into approved institutional or mixed-use on a portion of the Property, do not impose an unreasonable demand for those municipal services provided by the MSD given the provision of such services to the incorporating institutional or mixed-use area.

2.7 **Effect of this MDA.** Except as otherwise provided in this MDA, this MDA, as the same may be amended or supplemented from time to time, shall be the sole agreement between the Parties for the development of the entirety of the Property. Notwithstanding the foregoing, various other development, infrastructure, and other agreements may be entered into by and among the Parties hereto and others with respect to the development of various Projects, Project Plans and Phases, or specific infrastructure developments over the course of the Planned Community’s development. This MDA is intended to implement the approved P-C Zone Plan. In the event of any inconsistency between the terms of this MDA and the provisions of the P-Z Zone Plan, the terms and provisions of this MDA shall control. Master Developer and Owner acknowledge and agree that notices have been properly given, and required, meetings and hearings have been held by the County with respect to the approval of this MDA, and agree not to challenge County’s or MSD’s approval on the grounds of any procedural infirmity or any denial of or failure respecting any procedural right.

**SECTION 3**

**Vested Rights and Reserved Legislative Powers**

3.1 **Vested Rights.** Subject to Subsection 3.3, during the term of this MDA, the Master Developer and/or Owner (or their respective successors-in-title) with respect to all or any part of the Planned Community shall have the vested right: (i) to have a Community Structure Plan reviewed and, if found to meet the standards and criteria set forth in this MDA and the County’s Vested Laws, approved; and (ii) upon approval of the Community Structure Plan, to develop and construct the Planned Community in accordance with the uses, densities, timing and configurations (massing) of development as vested under the terms and conditions of this MDA, including specifically, but without limitation, the Land Use Plan, the Findings, Section 2, and the accompanying Exhibits. Except as otherwise provided in this MDA, it is contemplated that the rights vested in the Planned Community are exempt from the application of the County’s Future Laws. Where there is a conflict between this MDA and the County’s Vested Laws, this MDA shall control.

3.2 **Invalidity.** Master Developer and Owner covenant and agree not to bring suit to have any of the County’s Vested Laws declared to be unlawful, unconstitutional or otherwise unenforceable. If any of the County’s Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, Master Developer and Owner will nonetheless comply with the terms of this MDA. Master Developer and Owner shall also, in that event, cooperate with the County in adopting and agreeing to comply with a new enactment by the County which is materially similar to any such stricken provision and which implements the intent of the parties in that regard as manifested by this MDA.

3.3 **Reserved Legislative Powers.** The Parties acknowledge that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County those police powers that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this MDA based
upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this MDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Planned Community under the compelling, countervailing public interest exception to the vested rights doctrine.

3.4 Excepted Laws and Ordinances. The County expressly reserves its authority to impose the County’s Future Laws to the Planned Community and the Property in the following circumstances and Master Developer agrees to abide by such laws:

(a) Compliance with State and Federal Laws. County’s Future Laws which are generally applicable to all similarly situated properties in the County and which are required to comply with State and Federal laws and/or regulations affecting the Planned Community and/or the Property;

(b) Safety and Health Code Updates. County’s Future Laws that are updates or amendments to existing health regulations, building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, International Fire Code, Salt Lake County Health Department Regulations, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices and similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the County, a municipality having jurisdiction, State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

(c) Ordinances and Resolutions Not Inconsistent. Ordinances and resolutions of the County and the MSD not in conflict with the provisions of this MDA and rights granted to the Master Developer and the Owner hereunder.

(d) Taxes. Taxes, and modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities that are similarly situated.

(e) Fees. Changes to the amounts of fees (but not changes to the timing provided in the County’s Vested Laws for the imposition or collection of such fees) for the processing of Development Applications (including inspections) that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

(f) Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected. To the extent that impact fees cover system improvements or other improvements that Master Developer has or will construct and pay for and/or fund, impact fees will not be charged within the Property for such improvements. Otherwise, the Planned Community shall be subject to all impact fees of the County, the MSD, a municipality (when the Property is included in a municipality) or any local or special service district that are: (i) imposed at the time of issuance of Building Permits, Final Plat or Commercial Site Plan, if applicable, under this MDA, and (ii) generally applicable to other similarly situated land in unincorporated Salt Lake County, the municipality (if applicable), the service area of the MSD, and/or other local or special service district. If impact fees are properly imposed pursuant to this Subsection 3.4(f), the fees shall be payable in accordance with the particular impact fee regulation or resolution. Notwithstanding the
agreement to subject the Planned Community to impact fees pursuant to this Subsection 3.4(f), the Master Developer and any Subdevelopers or other owner of all or part of the Planned Community may, pursuant to applicable law, challenge the adoption of the impact fee, the reasonableness of the amount of the impact fees and the conformity of the impact fee with the provisions of the Utah Impact Fees Act, Title 11, Chapter 36a of the Utah Code, or other applicable law, and may seek credits against impact fees otherwise assessed in accordance with Section 11-36a-402 of the Utah Impact Fee Act or any other similar provision of Utah law, and nothing in this Section 3.4(f) is intended to waive or shall be deemed to waive any rights under any applicable law to make such challenge or seek such credits.

(g) Municipal Services Fees. Fees imposed to pay for municipal-type services and/or infrastructure provided by the MSD and/or any other provider, including but not limited to, stormwater utility, special assessments, and connection fees.

(h) Generally Applicable laws not in conflict with this MDA. County regulations, ordinances, resolutions, or policies adopted after the date of this MDA that are not in conflict with the terms and conditions for development of the Property established by this MDA.

3.5 Processing Under County’s Vested Laws. Approval processes for Development Applications shall be as provided in the County’s Vested Laws, except as otherwise provided in this MDA. Development Applications shall be approved by the County if they comply with the County’s Vested Laws.

SECTION 4
Municipal Government/Services

4.1 Prohibition on Partial Annexation. Master Developer, Owner and the County acknowledge and agree that only a certain amount of development may occur pursuant to this MDA prior to the Property being incorporated as a separate municipality or annexed into one of the existing municipalities bordering the Property that expressly agrees to allow the Planned Community to be developed in accordance with this MDA. Master Developer and Owner agree that, without the prior written consent of the County and the MSD, neither Master Developer nor Owner shall, individually or collectively, annex or consent to the annexation of only a portion of the Property by an adjoining municipality.

4.2 Provision of Municipal Services--Shortfall Period. Subject to the terms and conditions set forth in this MDA, the MSD shall provide municipal-type services to the Property consistent with the services provided by the MSD to the unincorporated areas of the County generally. The MSD shall continue to provide such municipal-type services to the Property if the Property is either incorporated as a municipality or annexed into an adjoining municipality unless and until the Property is withdrawn from the MSD pursuant to the requirements of existing law. Zions Bank Public Finance (“Zions Bank”) has estimated that, during the first two years of development of the Planned Community, the MSD’s expenses to provide municipal services will exceed by $85,075.00 the revenue to the MSD created by the Planned Community. To account for this shortfall, Master Developer will pay to the MSD $85,075.00 prior to the issuance of the first building permit for any part or portion of the Planned Community. The County will issue no building permits for the Planned Community until this amount has been paid to the MSD. Additionally, if the MSD’s expenses to provide municipal-type services exceed $85,075.00 during the first two years, and/or the expenses to provide municipal-type services exceed revenue to the MSD from the Planned Community beyond two years (the “Shortfall Period”), Master Developer agrees to pay to the MSD the actual shortfall amount until such time as the shortfall first ceases to exist (calculated on an annual basis). The MSD will calculate the shortfall amount using the same methodology that Zions Bank used in its estimates. During the Shortfall Period, the MSD will bill the Master Developer for such shortfall(s) on an annual basis, and if the shortfall amount is not paid within 30 days of the date of the invoice, the County
will cease issuing building permits for the Planned Community and may pursue any other lawful remedy. The
conditions on issuance of building permits outlined in this Subsection are conditions/limitations on
vesting as allowed by Salt Lake County Ordinance Section 19.69.070. Accordingly, an applicant is not
entitled to any approvals under Utah Code Section 17-27a-508 until such conditions have been satisfied.

4.3 Order of Development. To effect the most efficient provision of municipal-type services,
new residential phases shall, to the extent practical, be reasonably proximate to residential phases that have
been constructed or are being constructed within the Planned Community. Notwithstanding the foregoing,
Master Developer or an applicable Subdeveloper may, pursuant to an approved Project Plan, develop two
or more Projects concurrently that are located in different areas of the Planned Community, so long as the
residential phases within the said Projects are reasonably proximate to one another. To limit the duration
of the Shortfall Period and so that the MSD can provide an adequate level of municipal-type services to the
Planned Community, each of the Parties further desire to promote development of the Planned Community
in a way that allows the MSD’s revenues generated from within the Planned Community to exceed the
MSD’s actual expenditures within the Planned Community. Accordingly, Master Developer shall,
consistent with market demand, exercise commercially reasonable efforts to develop a balance of land uses
generally consistent with the absorption schedule outlined in Appendix A of the Fiscal Impact Report
attached hereto as Exhibit D, subject to the residential building permit limitations outlined in Subsection
2.6.

SECTION 5
Successors and Assigns

5.1 Assignability. The rights and responsibilities of Master Developer under this MDA may
not be assigned in whole or in part by Master Developer without the prior written consent of the Planning
Director and the MSD General Manager, which consent shall not be unreasonably withheld, conditioned or
delayed. Any assignee, including all Subdevelopers, shall consent in writing to be bound by the assigned
terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

5.2 Other Transactions. Master Developer’s transfer of all or any part of the Property to any
entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service), Master
Developer’s entry into a joint venture for the development of all or any part of the Property, or Master
Developer’s pledging of part or all of the Property as security for financing shall also not be deemed to be
an “assignment” subject to the above-referenced approval by the County and the MSD unless specifically
designated as such an assignment by the Master Developer. Master Developer shall give the County and
the MSD Notice of any event specified in this Subsection within ten (10) days after the event has occurred.
Such Notice shall include providing the County and the MSD with all necessary contact information for the
newly responsible party. Master Developer shall remain responsible for all obligations of this Agreement
in such a transfer to a related entity, joint venture, or security for financing.

5.3 Municipal Successor to the County. The Parties acknowledge and agree that a municipality
shall assume the rights and obligations of the County under this MDA upon the Property becoming included
in the municipality through municipal incorporation or annexation. Upon the Property becoming part of a
municipality, with the municipality assuming the position of the County hereunder, all references to
“unincorporated” portions of Salt Lake County, or similar references, shall be construed to refer to areas
within the municipality, and other provisions shall be construed and deemed modified as necessary to
implement the intent of the Parties to this MDA. Similarly, effective upon the withdrawal of the Property
from the MSD, with a municipality assuming the rights, duties and obligations of the MSD hereunder, the
MSD shall be released from any and all further obligations and duties under this MDA, all of which shall
then become the rights and responsibilities of the applicable municipality.
SECTION 6
General Terms and Conditions

6.1 No Addition to Planned Community. No land may be removed from the Planned Community or added to the Planned Community for purposes of this MDA, except by written amendment to the MDA. Adjacent properties added to the Planned Community by reason of any such amendment shall not be required to meet the minimum acreage requirements for the P-C Zone. Except as provided immediately above, this MDA shall not affect any land other than the Property.

6.2 Recordation and Running with the Land. This MDA shall be recorded in the chain of title for the Property. This MDA and the benefits, burdens, rights and obligations herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, or portion thereof, as applicable, with respect to that portion of the Property owned by such successors in ownership, except as expressly set forth in this MDA. Accordingly, each and every purchaser, assignee, or transferee of an interest in the Property or any portion thereof shall be obligated and bound by the terms and conditions of this MDA, but only with respect to the Property or such portion thereof sold, assigned or transferred to it.

6.3 Construction of MDA. This MDA was jointly drafted and shall be construed so as to effectuate the public purposes of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested private development rights under this MDA.

6.4 Laws of General Applicability. Where this MDA refers to laws of general applicability to the Planned Community and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within unincorporated Salt Lake County.

6.5 Term/Renewal/Expiration. The term of this Development Agreement shall commence upon the Effective Date and continue until December 31, 2043; provided, this Development Agreement shall automatically terminate if the Master Developer has not submitted its completed application for Community Structure Plan within twelve (12) months following the Effective Date and the County has not approved the Community Structure Plan within thirty-six (36) months following the Effective Date. Prior to the end of the term, but no later than six (6) months before the end of the term, Master Developer may request to extend this MDA for an extension term sufficient to complete the development contemplated by this MDA in a diligent and reasonable manner. The County and the MSD shall consider the request in their respective reasonable discretion and, if the Parties agree on an extension term, this MDA shall be amended to set forth the agreed upon extension term. At the expiration of this MDA, the undeveloped property shall become subject to the then existing County Future Laws, and all development rights vested under this MDA with respect to portions of the Property that are not subject to an approved Project Plan and corresponding development agreement shall expire. Furthermore, notwithstanding anything to the contrary in this MDA or otherwise, should the option agreement between Master Developer and Owner be terminated with respect to all or part of the Property, this MDA shall cease to be operative or effective respecting such portion of the Property unless the Owner expressly assumes all of the obligations of the Master Developer arising under this MDA in a writing approved by both the County and MSD. Should Owner expressly assume all of the obligations of the Master Developer for all or part of the Property, as described above, Owner may designate a Replacement Master Developer reasonably acceptable to the County and the MSD. If the Replacement Master Developer is approved by the County and the MSD, said Replacement Master Developer shall expressly assume the role and obligations of Master Developer arising under this MDA in a writing approved by both the County and the MSD.
6.6 **State and Federal Law.** The Parties agree, intend and understand that the obligations
imposed by this MDA are only such as are consistent with applicable state and federal law. The Parties
further agree that if any provision of this MDA becomes, in its performance, inconsistent with applicable
state or federal law or is declared invalid, this MDA shall be deemed amended to the extent necessary to
make it consistent with the state or federal law, as the case may be, and the balance of this MDA shall
remain in full force and effect.

6.7 **Enforcement.** The Parties to this MDA recognize that the County and the MSD have the
right to enforce their respective rules, policies, regulations, and ordinances, subject to the terms of this
MDA, and may, at their respective option, seek an injunction to compel such compliance. In the event that
Master Developer or any user of the Property violates the rules, policies, regulations or ordinances of the
County or the MSD or violates the terms of this MDA, the County or the MSD, as applicable, may, without
electing to seek an injunction and after thirty (30) days written notice to correct the violation, take such
actions as allowed under law until such conditions have been honored by the Master Developer. The Parties
further recognize that Master Developer has the right to enforce the provisions of this MDA by seeking an
injunction to compel compliance with law and this MDA to the extent not inconsistent with the County’s
reserved legislative and police powers, as well as the County’s discretionary administrative decision-
making functions provided for herein. Any Party shall be free from any liability arising out of the exercise
of its rights under this Section; provided, however, that any Party may be liable to another Party for the
exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal
Rules of Civil Procedure and/or Utah Code Ann. §78B-5-825, as each may be amended.

6.8 **No Waiver.** Failure of a Party to exercise any right hereunder shall not be deemed a waiver
of any such right and shall not affect the right of such Party to exercise at some future time said right or any
other right it may have hereunder. Unless this MDA is amended or revised in writing as allowed by this
MDA and County ordinance, no officer, official or agent of the County has the power to amend, modify or
alter this MDA or waive any of its conditions as to bind the County by making any promise or representation
not contained herein.

6.9 ** Entire Agreement.** This MDA constitutes the entire agreement between the Parties with
respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering
the same subject matter. This MDA may not be modified or amended except in writing mutually agreed to
and accepted by all Parties to this MDA consistent with the provisions hereof and County Ordinance.

6.10 **Notices.** All notices required or permitted under this MDA shall, in addition to any other
means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Master Developer:**
Anthem Ranch, LLC
Attn: Doug Young
6150 S. Redwood Road, Suite 150
Taylorsville, Utah 84123

**With a copy to:**
Parr Brown Gee & Loveless
Attn: Robert A. McConnell
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

**To Owner:**
The Last Holdout, L.L.C.
Attn: Emily Markham
7677 Lincoln Street
Midvale, Utah 84047

With a copy to:
Jacob Anderson
Anderson Law, PLLC
233 N. 1250 W., Suite 202
Centerville, Utah 84014

To the County:
Salt Lake County
Attn: Mayor
2001 S. State St., N2-100
Salt Lake City, UT 84114

With a copy to:
Salt Lake County District Attorney
35 E. 500 S.
Salt Lake City, UT 84111

To the MSD:

Greater Salt Lake Municipal Services District
Attn: General Manager
2001 S. State St., N3-600
Salt Lake City, UT 84114

With a copy to:

Mark Anderson
Fabian VanCott
215 State St., Ste. 1200
Salt Lake City, UT 84111

6.11 Effectiveness of Notice. Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

(a) Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice.

(b) Mail Delivery. Three calendar days after the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

6.12 Applicable Law. This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah’s choice of law rules. Legal actions shall be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.
6.13 Execution of Agreement. This MDA may be executed in multiple parts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other Parties within seven (7) days of receipt of said facsimile copy.

6.14 Indemnification. Master Developer and Owner agree to, and do hereby, agree to defend, hold harmless and indemnify the County, MSD, and all County and MSD elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys from any and all claims that may be asserted at any time against any of them arising out of the negligence or willful misconduct of the Master Developer or Owner (each as applicable with respect to its own negligence or willful misconduct) in connection with the development, construction, maintenance, or use of any portion of the Planned Community, Project Infrastructure, or other improvements that Master Developer constructs. Master Developer and Owner (each as applicable with respect to its own negligence or willful misconduct) do hereby agree to pay all expenses, including without limitation legal fees and administrative expenses, incurred by County and/or MSD in defending itself with regard to any and all such claims. With respect to any other third-party claims challenging this Agreement or any provision herein ("other claims"), the Parties agree to cooperate with each other in good faith to defend said lawsuit, each Party to bear its own legal expenses and costs.

6.15 Nature, Survival, and Transfer of Obligations. All obligations assumed by the Owner and/or Master Developer under this MDA shall be binding on the Owner and Master Developer personally, on any and all of the Owner and Master Developer’s heirs, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property.

6.16 5-year Reviews. Every five years after the execution of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2023 and then every five years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may propose amendments for the consideration of the Parties.

6.17 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this MDA, the County, MSD, Owner and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments, the MSD, and the Master Developer. The initial representative for the County shall be the Mayor of the County. The initial representative for the MSD shall be its General Manager. The initial representative for Master Developer shall be Doug Young. The initial representative for Owner shall be Jacob Anderson. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Property.

6.18 Default.

6.18.1 Notice. If any of the Parties fails to perform its respective obligations hereunder or to comply with the terms hereof, a Party believing that a Default has occurred shall provide Notice to the other Parties. If the County or MSD believes that the Default has been committed by a Subdeveloper, then the County or MSD shall also provide a courtesy copy of the Notice to Master Developer and Owner.

6.18.2 Contents of the Notice of Default. The Notice of Default shall: Specify the claimed event of Default; identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and identify why the Default is claimed to be material. If the
County or MSD chooses, in its discretion, the Notice of Default may also propose a method and time for curing the Default, which shall be of no less than sixty (60) days duration. If any of the Parties gives notice of intent to terminate the Agreement, the defaulting Party shall have no less than sixty (60) days to cure the default or demonstrate that the said Party is not in Default.

6.18.3 Remedies. The Parties shall have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and specific performance, provided, however, the Owner and Master Developer (and any Subdeveloper to the extent it assumes the rights or obligations of this MDA) agree that it will not seek monetary damages against the County, MSD, or any of their elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this MDA. In the event of such legal or equitable action, subject to Subsection 16.28, each party to that action will bear its own costs and fees, including attorney fees. The rights and remedies set forth herein shall be cumulative.

6.18.4 Public Meeting. Before any remedy in Subsection 6.18.3 may be imposed by the County, the Party allegedly in Default shall be afforded the right to address the County Mayor regarding the claimed Default.

6.18.5 Extended Cure Period. If a Default cannot be reasonably cured within sixty (60) days, then such cure period may be extended at the reasonable discretion of the non-defaulting Party so long as the defaulting Party is pursuing a cure with reasonable diligence.

6.19 Termination

6.19.1 Termination Upon Completion of Development. This MDA shall terminate on the earlier of (a) that certain date that the Planned Community has been fully developed and the obligations of the Master Developer and the County in connection therewith are satisfied, or (b) the expiration of the term as set forth in Subsection 6.5. Upon such occurrence, Master Developer may request that the County and MSD record a notice that this MDA has been fully performed and therefore terminated as to the Planned Community.

6.19.2 Termination upon Default. This MDA shall be subject to termination by the County or MSD prior to the completion of the Planned Community following a final judicial determination that a Default by Master Developer remains unresolved after notice and the opportunity to cure as provided herein. For purposes of this Subsection 6.19.2 a “final judicial determination” shall mean a final judicial decision with respect to which all appeals have been exhausted or with respect to which the time to appeal has lapsed without such appeal having been filed.

6.19.3 Effect of Termination on Master Developer Obligations. Judicial termination of this MDA with respect to the Planned Community pursuant to Subsection 6.19.2 shall not affect Master Developer’s obligation to comply with the terms and conditions of any applicable zoning, subdivision plat, site plan, building permit, or other land use entitlement approved pursuant to this MDA with respect to any approved Project. Termination of this MDA with respect to the Planned Community shall not affect or invalidate Master Developer’s obligations under Subsection 6.14.

6.19.4 Effect of Termination on the County Obligations. Upon any termination of this MDA with respect to the Planned Community, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this MDA and any amendments hereto shall no longer be vested by reason of this MDA with respect to any portion of the Planned Community then not subject to an approved Project Plan and corresponding development agreement. Those portions of the Planned Community not subject to an approved Project Plan shall be subject to then existing planning and zoning law. Upon such a
termination, the County shall no longer be prohibited by this MDA from making any changes or modifications to such entitlements, conditions, or fees applicable to such portions of the Planned Community that are not subject to an approved Project Plan and corresponding development agreement.

6.20 **Titles and Captions.** All Section titles or captions contained in this MDA are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

6.21 **Savings Clause.** If any provision of this MDA, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this MDA, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

6.22 **Amendments to the MDA.** Any material amendment to this MDA shall require a noticed public hearing and decision by the Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment. Any amendment to this MDA must be in a writing approved and signed by the Parties and shall be operative only as to those specific portions of this MDA which are expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

6.23 **Conflicting Provisions.** Where there is a direct conflict between an express provision of this MDA and the County’s Vested Laws, this MDA shall take precedence; otherwise, the County’s Vested Laws shall control.

6.24 **Incorporation of Recitals and Exhibits.** All recitals stated above and all attached Exhibits A thru D shall be incorporated into and deemed a part of this MDA as though fully set forth herein, and the same shall be binding upon the Parties hereto.

6.25 **Force Majeure.** Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or any other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default in spite of the said Party’s reasonable best efforts.

6.26 **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, any Party in good faith determines that such provision or provisions are material to its entering into this Agreement, that Party may elect to terminate this Agreement as to all of its obligations remaining unperformed and if any such termination causes any other Party to in good faith determine that the said termination adversely impacts the interests of said other Party, the other Party may also elect to terminate this MDA as to all of its obligations remaining unperformed.

6.27 **Planned Community is a Private Undertaking.** It is agreed among the Parties that the Planned Community is a private development and that neither the County nor the MSD has any interest therein except as authorized in the exercise of its governmental functions. The Planned Community is not a joint venture, and there is no such relationship involving the County or the MSD. Nothing in this Agreement shall preclude the Master Developer from forming any lawful form of investment entity for the purpose of completing any portion of the Planned Community.
6.28 **Attorney’s Fees.** In the event litigation is filed to enforce the terms of this MDA, the prevailing party in such litigation shall be entitled to receive its reasonable attorneys’ fees and expenses from the non-prevailing party, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

6.29 **Warranty of Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the County, the signature of the Mayor of the County is affixed to this MDA to lawfully bind the County pursuant to Resolution No. [INSERT] adopted by the County Council on [INSERT]. This MDA is approved as to form by the Salt Lake County District Attorney.

[Remainder of page left blank.]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER: ANTHEM RANCH, L.L.C. COUNTY: SALT LAKE COUNTY

By: _______________________________ By: _______________________________
Its: ______________________________ Its: Mayor

Approved as to form and legality: Attest:

Salt Lake County District Attorney County Clerk

OWNER: THE LAST HOULDDOUT, L.L.C.

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT:

MSD:

By: _______________________________ By: _______________________________
Its: Manager Its: _______________________________
COUNTY ACKNOWLEDGMENT

STATE OF UTAH                      )
                                   :
COUNTY OF SALT LAKE              )

On the ______ day of __________, 2018, ______________ personally appeared before me ____________________, who being by me duly sworn, did say that he is the Mayor of Salt Lake County, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its governing body and said Mayor acknowledged to me that the County executed the same.

________________________________________
NOTARY PUBLIC
Residing at: _________________________________

MSD ACKNOWLEDGEMENT

STATE OF UTAH                      )
                                   :
COUNTY OF SALT LAKE              )

On the ______ day of __________, 2018, ______________ personally appeared before me ____________________, who being by me duly sworn, did say that he is the __________________ of Greater Salt Lake Municipal Services District (“MSD”), a political subdivision of the State of Utah, and that said instrument was signed in behalf of the MSD by authority of its governing body and said __________________ acknowledged to me that the MSD executed the same.

________________________________________
NOTARY PUBLIC
Residing at: _________________________________
MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the _____ day of __________, 2018 personally appeared before me __________, the __________ of Anthem Ranch, L.L.C., a Utah limited liability company, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Anthem Ranch, L.L.C. ______________

NOTARY PUBLIC
Residing at: __________________________

OWNER ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the _____ day of __________, 2018, personally appeared before me __________, the Manager of The Last Holdout, L.L.C., who acknowledged that she, being duly authorized, did execute the foregoing instrument on behalf of The Last Holdout, L.L.C.

NOTARY PUBLIC
Residing at: __________________________
EXHIBIT A

Legal Description of Property

Tax Id No. 26-27-300-001
The South Half of the Southwest Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Tax Id No. 26-32-200-004
Beginning at the Northeast Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°04'33.2" West 2659.434 feet; thence North 89°50'13.3" West 2627.899 feet; thence South 00°10'19.3" East 601.052 feet; thence Northwesterly along a 268.31 foot radius curve to the right 245.482 feet (chord bears North 58°04'51" West 237.01 feet); thence North 31°52'13" West 437.227 feet; thence Northerly along the arc of a 331.972 foot radius curve to the right 288.948 feet (chord bears North 06°56'06" West 279.91 feet); thence North 18° East 201.899 feet; thence Northerly along the arc of a 1482.394 foot radius curve to the left 470.159 feet chord bears North 08°54'50" East 468.19 feet); thence South 89°49'40.7" West 17 feet; thence North 00°10'19.3" West 792.3 feet; thence North 70°54'09.7" East 3153.425 feet to the point of beginning.

Tax Id No. 26-32-400-001
The Northwest Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting: Beginning at a point along the center section line North 00°22'52" West 1471.57 feet from the South Quarter Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°22'52" West along said center section line 165.00 feet; thence North 85°44' East 500.00 feet; thence South 00°22'52" East 185.12 feet; thence North 88°43' West 207.61 feet; thence South 85°44' West 292.00 feet to the point of beginning.

Also Less and Excepting Utah Highway 111.

Tax Id No. 26-32-400-002
The Northeast Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.

Tax Id No. 26-33-100-001
The North Half of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian,

**Tax Id No. 26-33-301-001**
The Northwest Quarter of the Southwest Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.

**Tax Id No. 26-34-100-001**
The North Half of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-100-002**
The Southwest Quarter of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-200-003**
Beginning at the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence West 160 rods; thence South 80 rods; thence East 80 rods; thence South 80 rods to the center of the creek; thence Northeasterly along said creek to a point 40 rods East and 101 rods South from the point of beginning; thence North 101 rods; thence West 40 rods to the point of beginning.

Less and Excepting and Together with: All portions conveyed in Boundary Agreement recorded September 26, 2006 as Entry No. 9856999 in Book 9356 at Page 5372, Official Records.
EXHIBIT C

Identified Intersections and Remedial Action
EXHIBIT D

Fiscal Impact Report--Appendix
DATE: May 25, 2018

TO: The Honorable Mayor and City Council
Planning Commission

FROM: Jonathan Bowers, Assistant City Engineer

SUBJECT: Discussion of the proposed update to the Engineering Standards and Specifications

RECOMMENDATION:
Have a discussion and give staff feedback on the proposed changes to the Engineering Standards.

DISCUSSION:
The engineering development standards are being completely updated. The current standards have been updated periodically. The new update will bring design requirements up-to-date with current standards.

This discussion will focus on significant changes and enhancements to the first 2 sections of the standards: Land Development Procedure and Submittal Requirements.
This page intentionally left blank
INTRODUCTION

This manual, in conjunction with the latest edition of the APWA Manual of Standard Specifications and Manual of Standard Plans and the currently adopted City ordinances, establishes requirements for the preparation, processing and approval of improvement plans for public works projects. Preparation of improvement plans and specifications that conform fully with the requirements outlined in this manual will expedite the processing, reviewing, and approval of the submitted improvement plans by Herriman City.

All local, Municipal and State laws and rules and regulations governing or relating to any portion of this work are to be incorporated into and made a part of all plans and specifications and their provisions shall be carried out by the Developer and Contractors. Anything contained in these specifications shall not be construed to conflict with any of the ordinances and regulations of the City; however, these specifications take precedence over the requirement of said rules and regulations when they describe materials, workmanship or construction of a higher standard or larger size.

It is the intent of Herriman City to continually improve this manual. On a periodic basis, proposed supplements, revisions and amendments will be reviewed and adopted.

Copies of this manual are available online at www.herriman.org for purchase from Herriman City, 5355 West Herriman Main Street, Herriman, Utah 84096, during normal working hours.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION TITLE</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 1: LAND DEVELOPMENT PROCEDURE</td>
<td>1</td>
</tr>
<tr>
<td>1.1 Subdivision Approval Procedure Flow Chart</td>
<td>2</td>
</tr>
<tr>
<td>1.2 Site Plan Approval Procedure Flow Chart</td>
<td>3</td>
</tr>
<tr>
<td>1.3 Construction Phase &amp; Building Department Review Process Flow Charts</td>
<td>4</td>
</tr>
<tr>
<td>SECTION 2: SUBMITTAL REQUIREMENTS</td>
<td>1</td>
</tr>
<tr>
<td>2.1 General Requirements</td>
<td>1</td>
</tr>
<tr>
<td>2.2 Subdivision Submittal Requirements</td>
<td>2</td>
</tr>
<tr>
<td>2.2.01 Subdivision Plat or Plat Amendment</td>
<td>3</td>
</tr>
<tr>
<td>2.2.02 Mylar Plat</td>
<td>6</td>
</tr>
<tr>
<td>2.3 Site Plan Submittal Requirements</td>
<td>6</td>
</tr>
<tr>
<td>2.4 Improvement Plan Submittal Requirements</td>
<td>7</td>
</tr>
<tr>
<td>2.4.01 Title Sheet</td>
<td>7</td>
</tr>
<tr>
<td>2.4.02 General Notes</td>
<td>7</td>
</tr>
<tr>
<td>2.4.03 Grading and Drainage Plan</td>
<td>7</td>
</tr>
<tr>
<td>2.4.04 Utility Plan(s)</td>
<td>8</td>
</tr>
<tr>
<td>2.4.05 Street Improvement Plan</td>
<td>9</td>
</tr>
<tr>
<td>2.4.06 Signing and Striping Plan</td>
<td>10</td>
</tr>
<tr>
<td>2.4.07 Street Lighting Plan</td>
<td>10</td>
</tr>
<tr>
<td>2.4.08 Landscaping Plans</td>
<td>11</td>
</tr>
<tr>
<td>2.4.09 Irrigation Plans</td>
<td>11</td>
</tr>
<tr>
<td>2.4.10 Erosion Control Plan</td>
<td>12</td>
</tr>
<tr>
<td>2.4.11 Wetlands &amp; Environmental Mitigation</td>
<td>12</td>
</tr>
<tr>
<td>2.4.12 Long-Term Stormwater Management Plan (LTSMP)</td>
<td>12</td>
</tr>
<tr>
<td>2.4.13 Soils Remediation Plan</td>
<td>12</td>
</tr>
<tr>
<td>2.4.14 Details and Typical Sections</td>
<td>13</td>
</tr>
<tr>
<td>2.4.15 Phasing Plan</td>
<td>13</td>
</tr>
<tr>
<td>2.5 Water Model Report</td>
<td>13</td>
</tr>
<tr>
<td>2.6 Drainage Study</td>
<td>14</td>
</tr>
<tr>
<td>2.7 Traffic Impact Study</td>
<td>14</td>
</tr>
<tr>
<td>2.8 Geotechnical Report</td>
<td>15</td>
</tr>
<tr>
<td>2.9 Environmental Assessment</td>
<td>16</td>
</tr>
</tbody>
</table>
SECTION 1: LAND DEVELOPMENT PROCESS
SECTION 1: LAND DEVELOPMENT PROCEDURE

This section provides general guidance for the City’s approval procedure. The actual process depends on the unique situation of each development or project. Steps may be combined, added, replaced or eliminated as deemed necessary by the City. Additional information may also be required.

The following flow charts show the important steps involved in the plan review of subdivisions and site plans as well as the construction process for each. All land developments in Herriman City shall follow the appropriate procedure detailed below.
1.1 Subdivision Approval Procedure Flow Chart

PRE-APPLICATION MEETING

PRELIMINARY PLAN APPLICATION

DEVELOPMENT REVIEW CONFERENCE (DRC)

COMMUNITY MEETING (SUBDIVISIONS ONLY)

PLANNING COMMISSION MEETING

PLANNING COMMISSION APPROVAL

FINAL PLAT AND ENGINEERING APPLICATION SUBMITTAL

ENGINEERING PLAN REVIEW (USUALLY WITHIN 15 BUSINESS DAYS)

ENGINEERING RETURNS COMMENTS TO APPLICANT

IF PLANS ARE NOT SATISFACTORY

ENGINEERING FINAL PLAN APPROVAL

SUBMIT ENGINEERS OPINION OF COST

ENGINEERING ESTABLISHES FEES & BOND AMOUNT

IF DEVELOPER WILL CONSTRUCT REQUIRED IMPROVEMENTS BEFORE RECORDING PLAT

ENGINEERING PLAN REVIEW (USUALLY WITHIN 15 BUSINESS DAYS)

ENGINEERING RETURNS COMMENTS TO APPLICANT

IF PLANS ARE NOT SATISFACTORY

ENGINEERING ESTABLISHES FEES & BOND AMOUNT

IF DEVELOPER WILL POST COMPLETION ASSURANCE BOND BEFORE RECORDING PLAT

PICK UP & RECORD SIGNED MYLAR PLAT

MYLAR SUBMITTED FOR SIGNATURES

SEE CONSTRUCTION PHASE FLOW CHART

POST COMPLETION ASSURANCE BOND AND PAY FEES
1.2 Site Plan Approval Procedure Flow Chart

PRE-APPLICATION MEETING

INITIAL PLAN SUBMITTAL TO HERRIMAN CITY

DEVELOPMENT REVIEW COMMISSION (DRC)

PLANNING COMMISSION MEETING

PLANNING COMMISSION APPROVAL 3.4

ENGINEERING PLAN REVIEW (USUALLY WITHIN 15 BUSINESS DAYS) 3.4.01

ENGINEERING PLAN REVIEW

ENGINEERING RETURNS COMMENTS TO APPLICANT

ENGINEERING PLAN SUBMITTAL

Error! Reference source not found.

ENGINEERING ESTABLISHES FEES & BOND AMOUNT

SUBMIT ENGINEERS OPINION OF COST

ENGINEERING FINAL PLAN APPROVAL 3.5

IF PLANS ARE SATISFACTORY

IF PLANS ARE NOT SATISFACTORY

1st & 3rd THURSDAY EACH MONTH

WEEKLY, WEDNESDAY 9 AM – 10 AM

SEE CONSTRUCTION PHASE FLOW CHART

SEE BUILDING DEPARTMENT REVIEW FLOW CHART

ANY NECESSARY CITY INSPECTIONS 3.10

PRE-CONSTRUCTION MEETING 3.7

IF PUBLIC INFRASTRUCTURE IS IN THE PROJECT

IF NO PUBLIC INFRASTRUCTURE IS IN THE PROJECT
1.4 Construction Phase & Building Department Review Process Flow Charts

**CONSTRUCTION PHASE**

1. **PRE-CONSTRUCTION MEETING**
   - 3.7

2. **INFRASTRUCTURE CONSTRUCTION AND INSPECTIONS**
   - 3.10

3. **ESSENTIAL INFRASTRUCTURE COMMISSIONED**
   - 3.9.01

4. **SUBSTANTIAL COMPLETION**
   - 3.10.06

5. **FINAL ACCEPTANCE**
   - 3.11.033.7

**POST COMPLETION ASSURANCE BOND BEFORE RECORDING PLAT**

- 90% COMPLETION ASSURANCE BOND RELEASED AND 10% WITHHELD FOR WARRANTY
  - 3.11.04

**WARRANTY PERIOD BEGINS**

**END OF WARRANTY INSPECTION**
- 3.10.07

**FINAL BOND RELEASE**
- 3.11.04

**BUILDING DEPARTMENT REVIEW**

1. **BUILDING PLANS SUBMITTAL**
   - 3.10

2. **BUILDING DEPARTMENT PLAN REVIEW**
   - 3.9

3. **BUILDING PLAN DEPARTMENT APPROVAL**

4. **FEES COLLECTED**

5. **BUILDING PERMIT ISSUED**

**CONSTRUCT REQUIRED IMPROVEMENTS BEFORE RECORDING PLAT**

- POST 10% BOND FOR WARRANTY
  - 3.11.04

**MYLAR SUBMITTED FOR SIGNATURES**
- 2.2.02

**PICK UP & RECORD SIGNED MYLAR PLAT**
- 2.2.02

**CERTIFICATE OF OCCUPANCY IS ISSUED ONLY AFTER SITE INFRASTRUCTURE IS COMPLETE**

**END OF WARRANTY INSPECTION**

**FINAL BOND RELEASE**
- 3.11.04
SECTION 2: SUBMITTAL REQUIREMENTS
This page intentionally left blank
SECTION 2: SUBMITTAL REQUIREMENTS

This section is an outline of Herriman City submittal requirements for final plat and engineering review of subdivisions or site plan projects. Requirements listed herein must be completed for each project/development. The Herriman City Engineer/Public Works Representative shall have authority to modify the requirements of this section, in terms of what plans are required, what must be shown on the plans, and what level of detail is needed. Compliance with these requirements must be maintained throughout the project.

2.1 General Requirements

All improvement plans submitted for review and approval by Herriman City shall be designed in accordance with current Engineering practices and all design requirements outlined in Section 3. All plan sets shall meet the requirements listed below.

1. A location map shall be included with the plans.
2. An index sheet shall be included with the plans.
3. All drawings shall be drawn with a maximum scale of 1" = 40' on plans and 1" = 10' on profile sheets. Text height shall not be less than 0.06 inches when printed to 11x17 paper (i.e. 0.12 inches at full size).
4. Show a North arrow on all pages of the plan set.
5. Show the scale on all pages of the plan set and on each detail.
6. Show a title block on the lower right hand corner of all pages within the plan set.
7. Show the date of preparation and any revision dates.
8. Elevations shall be referenced to the North America Datum 83, (NAD 83), State Plane Coordinates, Utah Central Zone. No assumed elevations will be acceptable.
9. Show all benchmark locations and elevations (use State Plane Coordinates, Utah Central Zone, NAD 83).
10. Show stationing and elevations for all profiles.
11. Provide details at 1"=10' or other appropriate scale to adequately provide required information.
12. Completely dimension and describe all proposed improvements.
13. All plans shall be stamped, signed, and dated by a Registered Engineer, Architect, Landscape Architect, or Surveyor.
14. Provide project specific general and construction notes throughout the improvement plans.
15. Show details for all proposed structures.
16. Plan sets shall include an emergency contact phone number and name of the developer’s responsible person who will be available 24 hours a day, should an emergency situation arise.

2.1.01 Electronic File Requirements
The primary format of all submittals shall be pdf format. Drawings shall be submitted as vectored pdf files. That is, scanned files will not be accepted.

2.2 Subdivision Submittal Requirements
Subdivision means any land that is divided, re-subdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on an installment plan or upon any and all other plans, terms, and conditions. Subdivision includes: The division or development of land whether by deed, metes and bounds description, devise and testacy, lease, map plat, or other recorded instrument; and divisions of land for all residential and non-residential uses, including land used or to be used for commercial, agricultural, and industrial. The requirements for both subdivision and master planned subdivision are listed below.

1. Subdivision plat. (2.2.01)
2. Improvement Plans. (2.4)
3. Water Model Report. (2.5)
4. Drainage Study. (2.6)
5. Traffic Impact Study. (2.7)
6. Geotechnical Report. (2.8)
7. Environmental Assessment, if applicable. (2.9)
8. Easements and Agreements. (3.1)
10. Any escrow agreements.
11. All other associated studies (geological, hazard studies, etc.), if required.
12. Title report for the subdivided land.
13. All necessary permits. (3.2.01)
14. AutoCAD file of the existing and new property boundaries of the project (projected to Utah State Plane NAD 83 Utah Central Zone, US Survey Feet).
2.2.01 **Subdivision Plat or Plat Amendment**

Subdivision plats shall be designed using the design requirements found in Section 4.1. The following information shall be included on all final subdivision plats.

1. The subdivision name, which shall be distinct from any previously approved or recorded plat.
2. A correct metes and bounds description of all property included within the plat.
3. Accurately drawn boundaries showing the bearings and dimensions on all boundary lines of the subdivision or project. These lines shall be slightly heavier than the street and lot lines.
4. The boundaries, courses, and dimensions of all property to be subdivided, including any property intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
5. Every existing and proposed right-of-way and easement, including those for underground facilities as defined in Utah Code 54-8a-2 and for any other utility facilities.
6. True angles and distances to the nearest established street lines or official monument, which are accurately described on the plat and shown by appropriate symbols.
7. Street right-of-way lines and centerline data, together with street widths, names, and coordinate number.
8. The accurate location of all monuments, including all United States, state, county, or other official monuments.
9. The dedication to the public of all streets and highways included in the proposed subdivision, except private streets.
10. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common use by all property owners within the subdivision; and
11. The parent parcel identification number, as shown on the records of the Salt Lake County Recorder.
12. The boundary survey shall be of second order accuracy.
13. A traverse of the exterior boundaries of the tract, and of each block, when computed from field measurements on the ground shall close within a tolerance of one foot to 10,000 feet of perimeter.
14. Elevations shall be referenced to nearest Salt Lake County benchmark.
15. The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, central angles, radius and arc length of curves, and such information as may be necessary to determine the location of the beginning and ending points of curves.

16. Sufficient linear, angular and curve data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof.

17. Show the names, widths, lengths, bearings and curve data on centerlines of the proposed streets, alleys and easements; including bearing and distance of straight lines, and central angle, radius and arc length of the curves; and such information as may be necessary to determine the location of the beginning and ending points of curves.

18. All proposed streets shall be named or numbered in accordance with, and conform to the adopted street naming and number system of Herriman City and Salt Lake County. (4.1.02)

19. Each lot address, the lot or unit reference, block or building reference, street or site address, street name and coordinate address, acreage or square footage of all parcels, units, or lots, and the dimensions of the blocks and lots intended for sale. The street address shall conform to the number system of Herriman City and Salt Lake County. (4.1.02)

20. Show the adjoining corners of all adjoining subdivisions

21. Identify all adjoining subdivisions by lot and block numbers, subdivision name and place of record or other proper designation.

22. All lots, blocks, and all parcels offered for dedication or any purpose shall be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. Parcels offered for dedication, other than for streets or easements, shall be designated by letter.

23. In general, all remnants of lots below minimum size must be added to adjacent lots, rather than allowed to remain as unusable parcels.

24. Provide a dedication description of all lots that will be conveyed by plat to Herriman City.

25. The plat shall show fully and clearly all stakes, monuments and other evidence indicating subdivision boundaries, street intersections and coordinates, individual lot corners and any other monument used in establishment of lines, grades and curves of the plat.

26. Sheets shall be so arranged that no lot be split between two or more sheets.
27. No ditto marks shall be used for dimensions.
28. The plat shall show the right-of-way lines of each street, the width of any portion being dedicated, and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within 50-feet of the subdivision shall be shown with dotted lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such street to such existing streets shall be accurately shown.
29. Fine dashed lines shall show the sidelines of all easements. The widths of all easements and sufficient ties thereto, to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified. All lots shall have easements as required by the Subdivision Ordinance.
30. Pre-existing irrigation system locations shall be shown in the plat. A letter of approval from the Irrigation Company shall also be submitted with the subdivision plans.
31. Plat shall include a statement that each and every owner of any interest in a private roadway shall be jointly and severally responsible for the maintenance and repairs to the roadway. The City shall have no responsibility or liability for the maintenance of or repair to any private roadway.
32. Provide any other requirements required by the County Recorder.
33. Show the location of any 100 year flood plain as designated by the Federal Emergency Management Agency (FEMA).
34. Show all 30% slope clearly labeled as non-buildable area for all projects within the Hillside Overlay Zone.
35. Show any land use restrictions due to impacted soils.
36. Show a tabulation table (This table is included in the plat title block template may be obtained from the Herriman City Engineering Department or it may be downloaded from Herriman City website at https://www.herriman.org/city-departments/engineering/development-information-2/).
37. Signature from all owners of record and the owner’s certificate of dedication of all streets, roads, rights-of-way, or other lots or parcels intended for the use and benefit of the general public.
38. Mortgage or trustee signature and consent to record, if applicable.
2.2.02 Mylar Plat
All subdivision plats to be recorded shall be plotted on mylar sheets (4 mil). Size of plat sheets shall be 24" x 36" with 1 ½ inch border on the left side and ½ inch on all other sides.

The plat shall have all correct information and required signatures. A title report of the property being platted shall accompany the mylar plat submittal. Utility signatures shall be obtained before delivering the plat to the City.

After all bonds and fees have been paid in full, submit plat to the Engineering Department, to collect the City Engineer, City Planning Commission, City Water, and City Attorney’s signatures. All requirements shall be met before signatures will be collected. Upon approval and after all signatures have been obtained, the mylar plat shall be recorded at the Salt Lake County Recorder’s Office by the Developer.

2.3 Site Plan Submittal Requirements
A Final Site Plan submittal is required for all development projects on a single parcel that have already received prior Preliminary Site Plan approval from the Planning Commission. Site Plan submittal requirements are listed as follows:

1. Improvement plans, as required. (2.4)
2. Water Model Report. (2.5)
3. Drainage Study. (2.6)
4. Traffic Impact Study. (2.7)
5. Geotechnical Report. (2.8)
6. Environmental Assessment, if applicable. (2.9)
7. Easements and Agreements. (3.1)
10. All other associated studies (geological, hazard studies, etc.), if required.
11. Title report for the subdivided land.
12. All necessary permits. (3.2.01)
13. AutoCAD file of the existing and new property boundaries of the project (projected to Utah State Plane NAD 83 Utah Central Zone, US Survey Feet).

Sites that are classified as Hillside Development have additional requirements. These requirements are outlined in Section 3.3.
2.4 Improvement Plan Submittal Requirements

Improvement plans submitted to Herriman City for review and approval shall contain the following as appropriate and necessary.

2.4.01 Title Sheet
A title sheet is required for all plans submitted to Herriman City. The title sheet shall be arranged in a visually appealing manner. The title sheet is required to include the following items listed below.

1. Show the name of City on the title sheet.
2. Show the project title of the proposed development.
3. Specify the type and location of work to be constructed within the development.
4. Show the name, address, phone, etc. of the engineer or firm preparing drawings.

2.4.02 General Notes
In addition to any notes as deemed necessary by the engineer, this sheet shall include the Herriman City General Notes for Development Projects which may be downloaded at:

https://www.herriman.org/city-departments/engineering/development-information-2/

2.4.03 Grading and Drainage Plan
1. Show general site layout and drainage patterns.
2. Show existing contours at two foot intervals (maximum). The line type of the existing contours shall be clearly legible but lighter than all proposed improvements.
3. Provide grading topography at two foot maximum intervals.
4. Show all existing utilities within and adjacent to area proposed for grading. Include actual existing elevations obtained from field survey/pothole where potential conflicts, cover, or clearance requirements exists.
5. Show detention facility details as well as inlets, outlets and piping facilities.
6. Provide calculations to substantiate design within the Drainage Study (include in submittal but not to be included on plans).
7. Show all general, grading, and construction notes.
8. Show the location of existing watercourses, canals, ditches, springs and culverts.
9. Provide the requirements from the water right holders or Canal Company for protection of any irrigation ditch or canal system that is to be continued.
10. Provide plans for any irrigation ditch or canal that is to be piped or covered. Include the size, type, slope, spacing of cleanout structures, etc. Also provide approval for all related construction from water right holders, their legal representative, or the Irrigation Company.

2.4.04 Utility Plan(s)
At a minimum, the drawings depicting the Storm Drain, Culinary Water, and Secondary Water systems shall include the following information:

2.4.04.a Storm Drain
1. Show plan and profile of the storm drain system and any utility crossings with the anticipated clearances of each utility crossing.
2. Show size, material, length, and slope of all existing and new storm drain pipe.
3. Show type, size, rim elevation, invert elevation(s), top back of curb elevation (for curb inlets), location (i.e. northing and easting or station and offset), and call-out appropriate detail for each storm drain structure.
4. Provide the hydraulic grade line for the 10-year, 24-hour storm event.
5. Show all general and construction notes specific to the project.

2.4.04.b Culinary Water
1. Show plan and profile of the culinary water system and any utility crossings with the anticipated clearances of each utility crossing.
2. Show size, material, and location of all new and existing culinary water mains.
3. Show type, size, location (i.e. northing and easting or station and offset), and call-out appropriate detail for each new culinary water appurtenances including all valves, hydrants, combination air valves, PRVs, etc.
4. Show and call out all bends. See Section 3 for allowable deflection.
5. When development occurs across pressure zones include Pressure Reducing Vault (PRV) stations in the improvement plans. PRV design shall include all necessary details and drawings to construct the entire assembly including but not limited to City Standard Detail(s) and a
plan to connection to a power source and the new power meter cabinet (if necessary). Additionally, the upstream and downstream pressures shall be shown (coordinate with Herriman City).

6. Show all backflow prevention devices and provide appropriate details.
7. Show all general and construction notes specific to the project.
8. Show all other requirements required to ensure proper design of the culinary water system within the development.

2.4.04.c Secondary Water
1. Show plan and profile of the culinary water system and any utility crossings with the anticipated clearances of each utility crossing.
2. Show size, material, and location of all new and existing culinary water mains.
3. Show type, size, location (i.e. northing and easting or station and offset), and call-out appropriate detail for each new culinary water appurtenances including all valves, hydrants, combination air valves, PRVs, etc.
4. Show and call out all bends. See Section 3 for allowable deflection.
5. When development occurs across pressure zones include Pressure Reducing Vault (PRV) stations in the improvement plans. PRV design shall include all necessary details and drawings to construct the entire assembly including but not limited to City Standard Detail(s) and a plan to connection to a power source and the new power meter cabinet (if necessary). Additionally, the upstream and downstream pressures shall be shown (coordinate with Herriman City).
6. Show all general and construction notes specific to the project.
7. Show all other requirements required to ensure proper design of the culinary water system within the development.

2.4.05 Street Improvement Plan
1. Show plan and profile for all roadways.
2. Show actual existing elevations obtained from field survey/pot hole at potential problem areas for all existing utilities within and adjacent to area proposed for construction.
3. Provide all stationing, top back of curb elevations, centerline elevations, and curve data necessary to construct the proposed roadways within the development.
4. Show flow direction and type of cross drainage structures at intersections, with adequate flow line elevations.
5. Show typical cross section for all streets according to Herriman City Standards.
6. Provide all details drawn to scale.
7. Provide 100’ minimum of existing plan and profile design when connecting to existing improvements.
8. Provide 300’ minimum of future plan and profile design when roadway is to be extended (must also include 300’ of existing profile along future right-of-way lines).
9. Show soil boring log along centerline.
10. Provide vertical curves and information, including “K” values, necessary for the calculation of vertical curves on the road profile.
11. Show utility relocations in the road profile.
12. Show all fencing alignments throughout the development.
13. Show tie-ins to existing roads in the road profile.
14. Provide an asphalt pavement seam design for any road right-of-way over 66’.
15. Show all roadway general and construction notes specific to the project.

2.4.06 Signing and Striping Plan
All plans submitted must follow proper standards according to the MUTCD and address at a minimum the following:

1. Intersection Striping
   a. Cross Walks
   b. Stop Bars
   c. Turning Lanes and Turn Arrows
   d. Traffic Lanes
2. Roadway Striping
   a. Roadway Lanes
   b. Shoulders
   c. Tapers
3. Signs
   a. Regulatory
   b. Warning

2.4.07 Street Lighting Plan
1. Show the location and type of street light.
2. Show the location and gauge of wire, conduit, fuse boxes, splice boxes, meter enclosure, power source, transformer, switchgear boxes, connections, etc.
3. Show the type of copper wire used.
4. Show all existing utilities within and adjacent to the area proposed for construction. This must include actual existing elevations obtained from field survey. Pot holing at locations of potential conflicts, overlaps, or gaps shall be completed in the field survey.

5. Show all lighting general and construction notes specific to the project.

6. Show everything required to ensure proper design of the street light system within the development.

7. All electrical plans must meet National Electrical Code and be stamped by a licensed Electrical Engineer registered in the state of Utah.

2.4.08 Landscaping Plans

1. Show an overall landscaping plan.

2. All landscape plans shall correspond with the proposed irrigation plan to ensure proper irrigation and landscaping design.

3. Show the location, type, and size of all proposed trees, shrubs and other vegetation.

4. Show proposed location, manufacturer, type, and (where applicable) model number of all park equipment and facilities, including:
   a) Picnic tables.
   b) Trash receptacles.
   c) Park benches.
   d) Playground equipment.
   e) Any building or other facility.
   f) Large landscape rocks and/or boulders (>2’ diameter).

5. The park shall meet ADA accessibility requirements.

6. Show installation details of all park equipment.

2.4.09 Irrigation Plans

1. Show location and types of all irrigation fixtures, including valves, controllers, heads, backflow devices, quick connects, Y strainers, etc.

2. Show location, size, and type of pipe proposed.

3. Show all nozzle sizes proposed.

4. Provide bubblers at all tree locations.

5. In areas where both secondary water and culinary water are available for irrigation use, the plans must show cross connection details which will prevent the possibility of contamination of the culinary water system. A clear separation between the two systems is required. Shut off valves alone will not be sufficient.
2.4.10 Erosion Control Plan
1. Show site general layout and drainage patterns and outlets for water exiting construction site.
2. Address the treatment of surface and storm water runoff, both wet-weather and dry-weather discharges.
3. Provide details for structures including check dams, berms, desilting fences, sand bag and/or hay bale details and others as may be applicable.
4. Show de-silting basin details as well as inlets, outlets and piping facilities.
5. Provide calculations to substantiate design (include in submittal but not to be included on plans).
6. Show all erosion control general and construction notes specific to the project.

2.4.11 Wetlands & Environmental Mitigation
1. Show any existing wetlands.
2. Show the location of the 100 year flood plain as designated by the Federal Emergency Management Agency (FEMA).
3. Show all existing wells. Indicate if the well is to be abandoned or utilized.
4. Show all general and construction notes specific to the project.

2.4.12 Long-Term Stormwater Management Plan (LTSMP)
At a minimum, this plan shall provide the following:
1. Inventory of all pos-construction storm water controls.
2. Description of the routine maintenance required for each control.
3. Schedule for maintenance of each control.
4. Inspection requirements for each control.
5. Long-Term Stormwater Maintenance Agreement. This is a separate document that needs to accompany the LTSMP. A template may be obtained from the Herriman City Engineering Department.

2.4.13 Soils Remediation Plan
Items necessary for this plan are detailed in the Development of the Contamination Procedures. This document may be obtained from the Herriman City Engineering Department or it may be obtained the Herriman City website at: https://www.herriman.org/city-departments/engineering/development-information-2/
2.4.14 Details and Typical Sections
References to APWA or Herriman City Standard Drawings, Plans, or typical sections shall be attached and included in the Improvement Plans. The latest edition of any such detail shall be used. Herriman City Standard Drawings are found in Section 5 of this document. APWA Standard Plans may be acquired at http://utah.apwa.net.

1. Disabled Pedestrian (ADA) Ramps
   a. Provide spot elevations at all points and slopes on all surfaces necessary for proper construction

2.4.15 Phasing Plan
A phasing plan shall be required if a project has more than one phase for the project. The Phasing Plan shall clearly label and indicate the current phase, prior phases, future phases, and the overall boundary of the entire project.

2.5 Water Model Report
All projects shall include a Water Model Report unless otherwise indicated by the City Engineer. A water model report should show that the development has been modeled based on the connection pressures provided by Herriman City. The report must include a narrative that is stamped and signed by a licensed professional engineer and must address and provide the following items:

1. Provide project name, location, description of new water system (i.e. diameter, length, and material), the number of new Equivalent Residential Connections (ERC), and the number of fire hydrants added to the system.
2. Show how design Peak Day Demand (PDD), Peak Instantaneous Demand (PID), and Fire Flow Demand (FFD) values are determined.
3. The results of a water model must show that the new water system will be able to provide minimum pressure through the entire development for the dynamic water pressure requirements required by the State DDW.
4. The results of the water model must show the governing velocity through each pipe segment (i.e. the velocity associated with the scenario that yields the highest value).
5. Must describe and provide results for each phase of construction of the development (i.e. pressure and governing velocity).
6. Provide a utility plan showing the water infrastructure that is consistent with the results of the water narrative.
2.6 Drainage Study
All projects require a Drainage Study unless otherwise indicated by the City Engineer. At a minimum, the Drainage Study shall include the following:

1. Project title sheet including the project name, address, date, and preparer’s name, and PE stamp.
2. Description of the New Drainage Plan including but not limited to a general description of how the project plans to address offsite and onsite drainage.
3. Description of the hydrologic and hydraulic methodologies and parameters used to determine the design flow and volume of all new storm drain pipes and detention/retention facilities respectively and for all other storm drain components pertinent to the project.
4. Describe how the proposed storm drain infrastructure is sized adequately in accordance with Section 4.4, at a minimum.
5. If the project has multiple phases, the Drainage Study of the entire project shall be provided as part of the submittal package of the first phase. An updated Drainage Study or an amendment to the original Drainage Study shall be submitted with every phase thereafter.
6. Provide a summary of modeling results and conclusion.
7. Provide an exhibit depicting the existing and proposed extent of the FEMA floodplain (if applicable).
8. All final documents substantiating a change in the FEMA floodplain shall be included in the appendix to the Drainage Study, including but not limited to an approved Conditional Letter of Map Revision (CLOMR), if applicable.
9. Provide an exhibit(s) showing sub basin delineation and all hydrologic elements of the model including but not limited to reaches (pipes, channels, etc.), junctions (points of concentration), and detention basin facilities.
10. If any type of retention or infiltration is proposed, the percolation test results shall be provided in the appendix.
11. Provide the updated Storm Drain Plan as an appendix to the Drainage Study.
12. Provide all supporting calculations for all storm drain infrastructure sizing.

2.7 Traffic Impact Study
A Traffic Impact Study (TIS) may be required for developments that generate 100 or more new peak hour trips or as required by the City Engineer. At a minimum, the TIS shall include the following:

1. Project title sheet including the project name, address, date, and preparer’s name, PE stamp, and the contact person representing the developer.
2. Introduction shall include a description of the proposed project, a map of the project, a site plan, the study area for the entire project, a phasing plan, and references to other relevant traffic studies.

3. If the project has multiple phases, the TIS for the entire project shall be provided as part of the submittal package of the first phase. An updated TIS or an amendment to the original study shall be submitted with every phase thereafter.

4. Description of the analysis including a clear statement of assumptions, methodologies and parameters used to determine:
   a. Existing background information for weekday A.M. and P.M. peak hour traffic volumes (including turning movements).
   b. Non-Site Traffic Forecast. That is, the projected traffic volume at full build for of all other existing developments within the study area, excluding the proposed development.
   c. Site Traffic Generation. This shall be based on the latest edition of the Institute of Transportation Engineer’s (ITE) Trip Generation Manual.
   d. Site Generated Traffic Distribution and Assignment. Distribution assignment methodology shall be recognized by the ITE. A Trip Distribution diagram shall be included.

5. The analysis shall address items specific and relevant to the project including but not limited to Level of Service (LOS) for all intersections and access points for each analysis, LOS for critical links, left turn warrants, signal warrants, sight distance, queue length, impacts to other transportation modes (i.e. bicycle, pedestrian, safe school walking routes, and transit), signal progression, accel/decel lanes, Transportation Demand Management (TDM) measures, geometrics, internal circulation and stacking, driveway conflicts, and other project specific items as identified by the consultant or the City Engineer.

6. Results shall include LOS for all intersections and access points, existing AM/PM peak hour traffic volumes, existing AM/PM peak hour traffic volumes including site generated traffic, and future peak hour traffic volumes without site traffic. An LOS results table for each scenario shall be included.

7. Conclusions and Recommendations shall be included and shall include mitigation measures for all system deficiencies identified in the analysis and the results.

2.8 Geotechnical Report

All projects require a Geotechnical Report unless otherwise indicated by the City Engineer. At a minimum, the Geotechnical Study shall include the following:
1. Project title sheet including the project name, address, date, and preparer’s name, PE stamp and signature by a licensed geotechnical engineer in the state of Utah, and the contact person representing the developer.

2. Introduction shall include a clear scope and objective of the study, a description of the project, a project map and a vicinity map.

3. Describe the existing conditions of the project site including but not limited to the terrain, seismic history, geological history, surface drainage conditions, groundwater conditions or hazards that present risk or burden to construction or longevity of the project, an estimate of the normal highest elevation of the seasonal high-water table, soils classification for the major layers of the soil profile, CBR and bearing capacity, settlement potential, shrink/swell potential, soils resistivity, and any other item deemed important by the consultant or the City Engineer.

4. Description of the test borings and an accompanying map of the each bore superimposed over the project site map.

5. At a minimum, the report shall include recommendations on soil suitability specific to the project, lateral earth design pressures on retaining walls or basement walls (if applicable), foundation design recommendations, use and treatment of in-situ materials for use as engineering fill, mitigation measures for any identified expansive soils, compaction and construction requirements for project improvements.

6. The report shall provide recommendations for pavement sections and shall be designed in accordance with Pavement Section Design found in Section 4.

2.9 Environmental Assessment

Items necessary for this deliverable are detailed in the Development of the Contamination Procedures. This document may be obtained from the Herriman City Engineering Department or it may be obtained the Herriman City website at: https://www.herriman.org/city-departments/engineering/development-information-2/