



## CITY COUNCIL AGENDA

**Wednesday, June 11, 2025**

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a

meeting in the City Council Chambers, located at

5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH

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

**1. Council Business**

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

**2. Administrative Reports**

- 2.1. City Status Report – May 2025 – Nathan Cherpeski, City Manager
- 2.2. Discussion regarding allowable uses in building 7 at Copper View Plaza (Formerly Mountain View Plaza) – Blake Thomas, Community Development Director
- 2.3. Discussion Regarding Improvements on Gina Road – Blake Thomas, Community Development Director and Justun Edwards, Public Works Director
- 2.4. Discussion Regarding Upcoming Corridor Preservation Funding – Blake Thomas, Community Development Director

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

### **3. Adjournment**

#### **7:00 PM – GENERAL MEETING:**

### **4. Call to Order**

4.1. Invocation/Thought/Reading and Pledge of Allegiance

4.2. City Council Comments and Recognitions

### **5. Public Comment**

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

### **6. City Council Reports**

6.1. Councilmember Jared Henderson

6.2. Councilmember Teddy Hodges

6.3. Councilmember Sherrie Ohrn

6.4. Councilmember Terrah Anderson

### **7. Mayor Report**

### **8. Consent Agenda**

8.1. Review and consider a resolution to reappoint one Alternate Member of the Herriman City Planning Commission for an additional one-year term of service.

8.2. Consideration of a resolution appointing Councilmember Terrah Anderson as a member of the Board of Trustees of the South Salt Lake Valley Mosquito Abatement District – Jackie Nostrom, Deputy Director of Administrative Services/City Recorder

8.3. Approval of the May 15, 2025, special City Council meeting minutes

8.4. Review and consider a resolution to declare a property segment located partially within the Mountain View Corridor right-of-way at 5149 W and 5151 W 11800 South and owned by the Utah Department of Transportation as "impracticable" for the development of a Transit Station Area Plan as required by Utah State Code and monitored by the Wasatch Front Regional

Council – Michael Maloy, City Planner

- 8.5. Acknowledging changes made to the Creek Ridge Master Development Agreement Amendment #2 per Council's action and direction from the April 23, 2025 meeting.

## **9. Discussion and Action Items**

- 9.1. Herriman Community Center Remodel – Justun Edwards, Public Works Director
- 9.2. Discussion and consideration of an Ordinance adopting a proposed rate of tax and levying taxes upon all real and personal property within the City of Herriman, Utah – Kyle Maurer, Director of Finance and Administrative Services

## **10. Future Meetings**

- 10.1. Next Planning Meeting: June 18, 2025
- 10.2. Next City Council Meeting: June 25, 2025

## **11. Events**

- 11.1. Tarzan – The Musical: June 6-16, 2025; W&M Butterfield Park 8:00 p.m.
- 11.2. Fort Herriman Towne Days: June 14, 2025 – June 21, 2025

## **12. Closed Session**

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

## **13. Adjournment**

## **14. Recommence to Work Meeting (If Needed)**

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

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

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

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html) and on Herriman City's website at [www.herriman.gov](http://www.herriman.gov) Posted and dated this 5<sup>th</sup> day of June, 2025. /s/ Jackie Nostrom, City Recorder



## STAFF REPORT

**DATE:** May 29, 2025  
**TO:** The Honorable Mayor and City Council  
**FROM:** Trevor Ram  
**SUBJECT:** City Status Report – May 2025

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**RECOMMENDATION:**

Staff recommend acceptance of the City Status Report.

**ISSUE BEFORE COUNCIL:**

Should the City Council accept the City Status Report for May 2025?

**ALIGNMENT WITH STRATEGIC PLAN:**

CE 2 – Promote trust in government.

**BACKGROUND/SUMMARY:**

This is the City Status Report for May 2025.

**DISCUSSION:**

Attached is the City Status Report for May 2025.

**ALTERNATIVES:**

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

**FISCAL IMPACT:**

None

# HERRIMAN CITY STATUS REPORT

AS OF MAY 31, 2025

## BUILDING PERMITS - MAY 2025

**Issued:** (Compare previous year)

**33**<sup>(35)</sup> **12**<sup>(10)</sup> **78**<sup>(71)</sup>  
**Residential Commercial Other**

**New Residential Units:**

**29** **10** **8** **4** **0**  
**Single Family Condos Townhomes Duplex I-ADUs**

## BUSINESSES

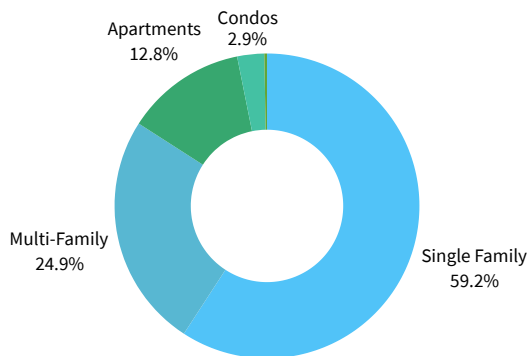
**1,386\*** **17**  
**Total Businesses New Businesses**

**76 Restaurants/Food**

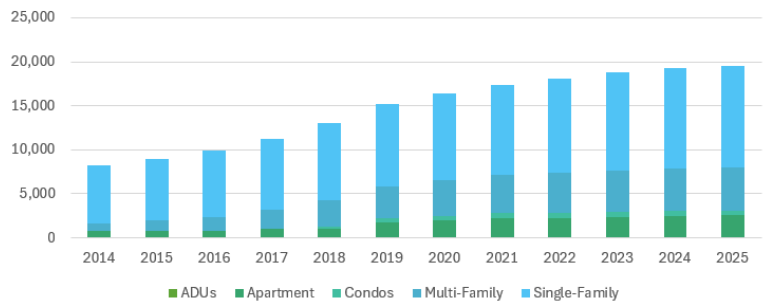
**1,115 Home Occupation**

*\* Reduction in businesses due to City's ongoing license auditing*

## HOUSING BY TYPE



Herriman Housing Stock by Type: 2014-2025



**63,634** **3.9%**  
**Population Estimate Vacancy Rate**

## PROJECT UPDATES

### Mountain Ridge Park

-Estimated opening: July 2025.

### Old Town Water Line Replacement

-Estimated completion: late 2025-early 2026.

### Secondary Water Install-5600 W

-Currently restricting lanes between Herriman Main St. and 13400 S until mid-July.

### Midas Creek Trail

-Asphalt trail paved; equestrian trail being built.

-Estimated completion: July 2025.

### Traffic Signal-Real Vista and MVC

-UDOT permitting still pending.

-Finalizing bid docs.

### 6000 W

-Successful open house in mid-May.

-ROW acquisition underway (complete by Winter 2025).

-Out to bid Winter 2025; construction Spr/Sum 2026.

# HERRIMAN CITY STATUS REPORT

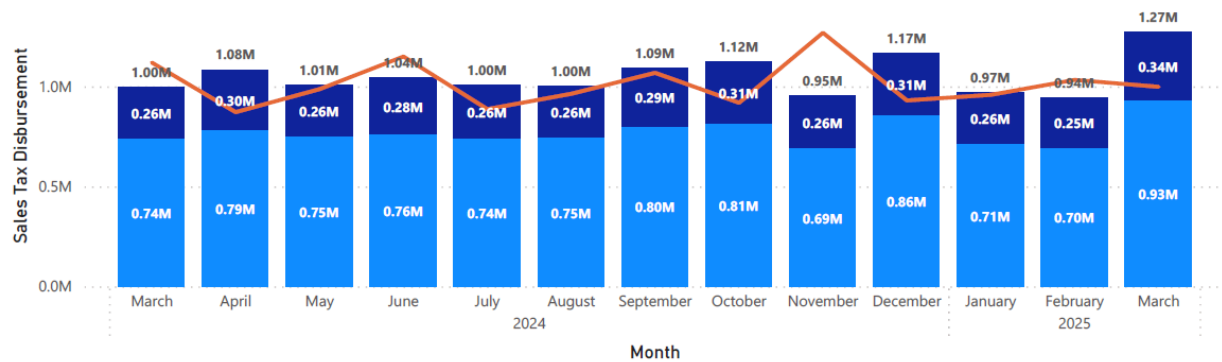
## AS OF MAY 31, 2025

### SALES TAX

**\$1,242,838.39** *Latest Sales Tax Disbursement*

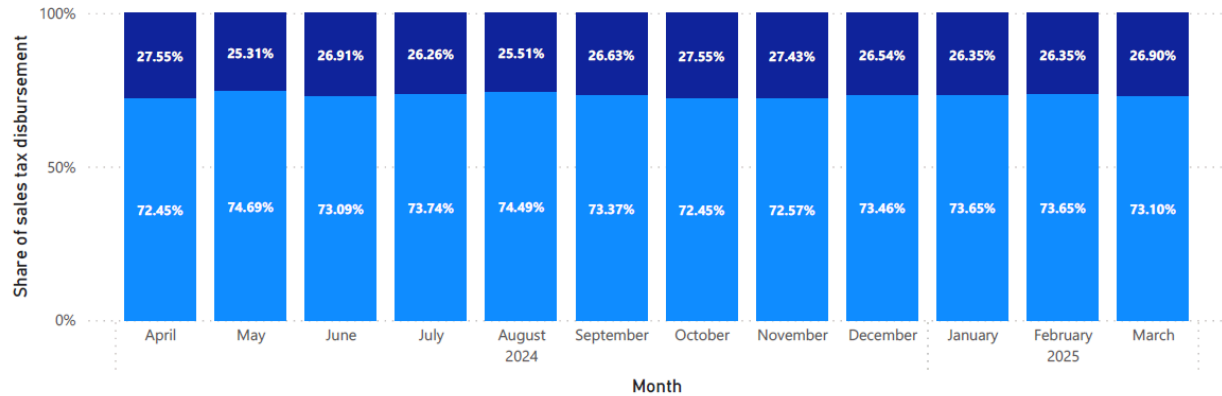
Population and direct sales-last 12 months

● Population ● Direct Sales ● Previous Year Total



Proportions

● Population ● Direct Sales



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



## STAFF REPORT

**DATE:** June 3, 2025

**TO:** The Honorable Mayor and City Council

**FROM:** Blake Thomas, P.E., Community Development Director

**SUBJECT:** Copper View Plaza Discussion

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### **RECOMMENDATION:**

The developer would like to discuss the status of the project and request the City Council's guidance regarding a potential restaurant use in Building 7 of the Copper View Plaza project (formerly Mountain View Plaza).

### **ISSUE BEFORE COUNCIL:**

The applicant is requesting clarification of the requirements in the Mountainview Plaza Master Development Agreement (MDA) regarding the percentage of total floor area required to be Indoor Recreation and Entertainment or General Restaurant uses.

### **BACKGROUND/SUMMARY:**

The Copper View Plaza project, formerly named Mountainview Plaza, is being developed per the requirements of a MDA that was approved by the city council in 2022. Section 4b of the MDA identifies the permitted uses in the project. Additionally, the MDA requires that 35% of the project (approximately 50,000 sq. ft.) must be dedicated to Indoor Recreation and Entertainment or General Restaurant uses. The developer has had difficulty finding tenants to fulfill the Indoor Recreation and Entertainment use, but has been successful in finding General Restaurant uses for the development.

### **DISCUSSION:**

The applicant would like to discuss with the City Council the opportunity to construct building 7 with only General Restaurant use and not include any Indoor Recreation and Entertainment use.

### **ALTERNATIVES:**

None

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

Ex A: Mountainview Plaza Development Agreement

Ex B: Site Plan

56

[This document corrects and supersedes the document recorded with Salt Lake County Recorder Entry No. 14108347]

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
FOR MOUNTAINVIEW PLAZA**

This Amended and Restated Development Agreement ("Agreement") is between Herriman City, a Utah municipal corporation ("City"), and Mountainview Plaza, LLC, a Utah corporation ("Applicant"). This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

**Recitals**

A. Applicant has rights to certain real property identified as Salt Lake County Assessor Parcel Number(s):26-25-402-001-0000 and 26-25-402-002-0000, which is specifically described in attached **Exhibit A** ("Property"). The Property is approximately located at the intersection of Herriman Main Street and Miller Crossing Drive in Herriman, Utah.

B. The Property is subject to the planning and land use ordinances of Herriman City.

C. The parties entered into a prior development agreement dated October 9, 2019 ("Prior Agreement," attached as **Exhibit B**).

D. Due to various factors, Applicant extended its obligations under the Prior Agreement to later dates. *See* 4<sup>th</sup> Repurchase Option, attached as **Exhibit C**.

E. Applicant recently approached the Herriman City Council ("City Council") and requested to change the use of the Property to include additional uses.

F. Applicant seeks to develop and use the Property in accordance with the concept plan shown in **Exhibit D** ("Concept Plan") and the design guidelines shown in **Exhibit E** ("Design Guidelines") (collectively may be referred to as "Project").

G. The parties understand that the and intend of this Agreement is to be treated as a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code §10-9a-101, *et seq.*

H. Attached as **Exhibit F** is the City's current applicable ordinances ("Vested City Code").

14133872 B: 11434 P: 5883 Total Pages: 56  
07/27/2023 02:32 PM By: adavis Fees: \$40.00  
Rashele Hobbs, Recorder, Salt Lake County, Utah  
Return To: HERRIMAN CITY RECORDER  
5355 W HERRIMAN MAIN STREET HERRIMAN, UT 84096

I. The Herriman City Council, acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, and Herriman City Code (“City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development the Property pursuant to the terms contained herein and the underlying rezoning regulations.

J. This Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution No. \_\_\_\_\_, a copy of which is attached as **Exhibit G** and recordation of this Agreement with the Salt Lake County Recorder’s Office within 90 days of the City Council passing said resolution.

The parties agree to revoke the all prior agreements and enter into this Agreement as follows:

### **Amendment**

1. **Incorporation of Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Revocation of Prior Agreements.** All prior agreements entered into by the parties are hereby revoked as of the Effective Date.

3. **Vested Rights and Legislative Authority.**

a. **Vested Rights.** Consistent with the terms and conditions of this Agreement, the City agrees the Applicant has the vested right, as defined by Utah Code § 10-9a-509, to develop and construct the Property during the term of this Agreement in accordance with: (i) the terms of this Agreement, (ii) the Design Guidelines, (iii) the Concept Plan, and (iv) the Vested City Code. In the event of a conflicting terms, the order listed in this section shall be the order of control (i.e. this Agreement controls, then the Design Guidelines, etc.).

b. **Reserved Legislative Powers.** The Applicant acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Applicant under this Agreement shall be of general application to all development

activity in the City and, unless the City declares an emergency, the Applicant shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

c. Exceptions to Vested Rights. Vested rights, as specified in Section (2)(a), are subject to the following exceptions:

i. *Future City Code.* Future changes to City Code ("Future City Code") that the parties agree in writing to the application thereof to the Project.

ii. *State and Federal Compliance.* Future City Code that are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.

iii. *Codes.* Future City Code that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by state or federal entities addressing legitimate concerns related to public health, safety, or welfare.

iv. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

v. *Fees.* Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

vi. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code § 11-36a-101 *et seq.*

vii. *Generally Applicable Laws.* The City regulations, ordinances, resolutions, or policies adopted after the date of this Agreement that are not in conflict with the terms and conditions for development of the Property established by this Agreement, which are generally applicable throughout the City and which do not materially increase the cost of developing the Project. In the event the City Council or Planning Commission changes any laws,

standards, or other regulations that addresses legitimate concerns related to public health, safety, or welfare shall be enforced upon the Project.

viii. *Planning and Zoning Modification.* Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes are generally applicable across the entire City and do not materially and unreasonably increase the costs of the Project.

d. **Enforceability; Condition of Approval.** The City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, rezones the Property and both parties sign this Agreement. This Agreement must be executed by both parties and recorded in the official records of the Salt Lake County Recorders Office within 90 calendar days of the City Council approving this Agreement.

4. **Applicant Obligations.**

a. *Development Standards.* Developer shall develop the Project in accordance with the attached Concept Plan, Design Guidelines, and Vested City Code.

b. *Uses.* The permitted uses allowed in the Project shall be as follows:

Recreation and Entertainment, Indoor

Office, Professional

Retail, General.

Restaurant, Fast food

Restaurant, General

(Thirty-five percent of the total floor area for the Project (approximately 50,000 sq. ft.) shall be dedicated to Indoor Recreation and Entertainment or General Restaurant uses.)

c. *Height.* The maximum building height shall be forty-five feet (45') for buildings dedicated to Office, Professional. The maximum building height for all other buildings shall be thirty-five feet (35').

d. *Landscaping.* Landscaping must comply with the City's landscaping regulations, including any water wise landscaping. All landscaping must be complete

before the City may issue a Certificate of Occupancy for any of the buildings or units unless the Applicant bonds for any outstanding landscaping obligations.

5. **Minor Changes.** The Community Development Director, after conferring with the City Manager and making a written finding, may approve minor modifications to the Applicant Obligations in Section 4 which are necessary or advantageous in facilitating more desirable function and aesthetics of the Property.

6. **Term.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of fifteen (15) years from the Effective Date.

7. **Option to Repurchase.** The Applicant grants the City the exclusive right and privilege (referred to as the "Option") of exercising an option to purchase the Property for One Million Six Hundred Ninety-Eight Thousand Eight Hundred Forty Dollars (\$1,698,840.00) if the Applicant does not complete all of the following tasks by its associated date:

- a. Receive a land disturbance permit no later than July 15, 2023;
- b. Receive an approved building permit for at least one building by August 30, 2023; and
- c. Pass footing and foundation inspections for the building by October 15, 2023.

8. **Default.**

a. Notice. If the Applicant fails to perform their respective obligations under this Agreement, the party believing that a default has occurred shall provide notice to the other party.

b. Contents of Notice of Default. The notice of default shall: (i) specify the claimed event of default; (ii) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; (iii) identify why the default is claimed to be material; and (iv) if the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) calendar days duration.

c. Meet and Confer. If any party gives a notice of default the parties shall meet within twenty-one (21) calendar days of the notice and make good faith effort to resolve the issues specified in the notice.

d. Mediation. If the parties are unable to resolve the notice of default after the Meet and Confer provision of Section (6)(c), the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The parties shall split the fees of the chosen mediator, each party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the dispute and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

e. Emergency Default. The requirements of Sections 6(c)-(d) shall not apply to any default that the City declares in the notice of default to be an emergency related to the fundamental purpose of this Agreement.

## 9. **General Provisions.**

a. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to City:                      Herriman City  
   Attn: City Recorder  
   5355 West Herriman Main Drive  
   Herriman, Utah 84096

If to Applicant:              Mountainview Plaza, LLC\_\_  
   Attn: Aaron Osmond\_\_\_\_\_  
   11466 Country Knoll Road  
   South Jordan, UT 84095

b. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

c. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the

provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

d. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

e. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Applicant represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to the City that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

f. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

g. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

h. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

i. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The parties hereby expressly waive any right to object to such choice of law or venue.

j. Remedies. If either party breaches any provision of this Agreement, the

non-defaulting party shall be entitled to all remedies available both at law and in equity.

k. Attorney's Fees and Costs. If either party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

l. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

m. No Third Party Rights. The obligations of Applicant and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

n. Assignment. The rights and responsibilities of the Applicant under this Agreement may be assigned in whole or in part with the consent of the City as provided herein.

i. The selling or conveying lots in any approved subdivision or parcels to builders or end-users shall not be deemed to be an "assignment" subject to the above-referenced approval by the City.

ii. The Applicant may transfer all or any part of the Property to any entity "related" to the Applicant (as defined by regulations of the Internal Revenue Service in Section 165), the Applicant's entry into a joint venture for the development of the Project, or the Applicant's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City. The Applicant shall give the City notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such notice shall include providing the City with all necessary contact information for the newly responsible party.

o. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGES FOLLOW]

**HERRIMAN CITY**

Approved as to form:

Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

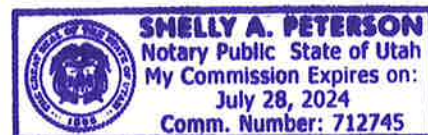
State of Utah )

:ss

County of Salt Lake )

On this 26 day of July, 20 23, personally appeared before me Lorin Palmer (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of Herriman City and that said document was signed by him/her in behalf of said city by Authority of its Bylaws or by Ordinance or Resolution, and said Lorin Palmer (name of document signer) acknowledged to me that said city executed the same.

\_\_\_\_\_  
Notary Public



**APPLICANT**

Signature: \_\_\_\_\_

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

Its: Manager, Mountainview Plaza, LLC

Date: 7-26-23

State of Utah )

County of Salt Lake )<sup>SS</sup>

On this 26 day of July, 2023, personally appeared before me Aaron Osmond (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of Mountainview Plaza, LLC Utah limited liability company, the Manager of Mountainview Plaza, LLC, a Utah corporation, and that said document was signed by him/her in behalf of said corporation by authority of its Operating Agreement or by Resolution, and said Aaron Osmond (name of document signer) acknowledged to me that said corporation executed the same.

Shelly A. Peterson  
Notary Public



## Table of Exhibits

Exhibit A – Property  
Exhibit B – Prior Agreement  
Exhibit C – 4<sup>th</sup> Repurchase Option  
Exhibit D – Concept Plan  
Exhibit E – Design Guidelines  
Exhibit F – Vested City Code  
Exhibit G – Resolution

WHEN RECORDED RETURN TO:

Herriman City Recorder  
5355 West Herriman Main Street  
Herriman, UT 84096

14055334 B: 11392 P: 2593 Total Pages: 15  
12/21/2022 11:21 AM By: csummers Fees: \$0.00  
Rashelle Hobbs, Recorder Salt Lake County, Utah  
Return To: HERRIMAN  
5355 W HERRIMAN MAIN ST HERRIMAN, UT 84096

Affecting Parcels: 26-25-402-0010000  
26-25-402-0020000

#### FOURTH REPURCHASE OPTION AGREEMENT

This Fourth Repurchase Option Agreement (the "Fourth Agreement") is made effective as of the 14<sup>th</sup> day of December, 2022 (the "Effective Date"), by and between Herriman City, a Utah municipal corporation (the "City"), and Game Pointe Properties, LLC, a Utah limited liability company ("Game Pointe"). City and Game Pointe may be referred to herein individually as a "Party" and collectively as the "Parties."

#### RECITALS

A. On or about October 9, 2019, Game Pointe purchased approximately six acres of unimproved real property (the "Six Acres") from the City.

B. On or about October 9, 2019, the Parties executed a Repurchase Option (the "Original Agreement") wherein Game Pointe granted an exclusive option to the City to repurchase the Six Acres "if Game Pointe fail[ed] to obtain a building permit to develop/construct a family entertainment center (or a similar entertainment/restaurant facility) as approved by the City in its governmental capacity on Lot 2 within two (2) years from the date Game Pointe purchased the Six Acres." A copy of the Original Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

C. The Original Agreement expired on October 16, 2021. However, the City exercised its repurchase option under the Original Agreement by sending a certified letter to Game Pointe on October 15, 2021.

D. The City, having exercised its repurchase option under the Original Agreement, entered into a Second Repurchase Option (the "Second Agreement") in order to allow Game Pointe to continue pursuing development of the Six Acres in a manner acceptable to City. As part of the Second Agreement, the City maintained an option to repurchase the Six Acres. That repurchase option under the Second Agreement was to expire on July 11, 2022.

E. The City, having exercised its repurchase option under the Second Agreement, entered into a Third Repurchase Option (the "Third Agreement") in order to allow Game Pointe to continue pursuing development of the Six Acres in a manner acceptable to City. As part of the Third Agreement, the City maintained an option to repurchase the Six Acres. That repurchase option under the Third Agreement was to expire on December 31, 2022.

F. . On October 12 and November 9 of 2022, Game Pointe presented several alternative commercial-use concepts to the City Council for consideration in the development of the six acres. In good

faith, Game Pointe has proactively incorporated direct feedback from the City Council into these commercial-use concepts. Game Pointe has verbally committed to pursuing the immediate development of these commercial-use concepts if approved by the City Council. These alternative commercial-use concepts would require adjustments to the MDA currently governing the development of the six acres. As such, Game Pointe is asking for an extension of the repurchase agreement to allow time for the negotiation of a new MDA to govern development of the six acres and to begin the formal entitlement process

G. The City is willing to enter into an additional repurchase agreement with Game Pointe to set forth the terms and conditions of Game Pointe's rights and obligations with respect to the Six Acres while also preserving for the City a right to repurchase the Six Acres.

H. The Parties have also entered in a Development Agreement (the "MDA") on or about October 9, 2019 governing the development and improvement of the Six Acres. The MDA has been recorded against the Six Acres and a copy thereof is available in the offices of the Salt Lake County Recorder. The term of the MDA was for "a period of two (2) years or until fulfillment of the obligations of the parties unless earlier terminated or modified by a written amendment agreed to and approved by the parties."

I. The Parties acknowledge that the MDA is still in full force and effect and that the MDA governs the development of the Six Acres according to the terms and conditions set forth therein.

J. The City acknowledges that entering into this Fourth Agreement is in the best interest of the City and its residents with regard to the development of the Six Acres.

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

#### **AGREEMENT**

1. **Incorporation of Recitals and Exhibits**. The foregoing Recitals to this Fourth Agreement, as well as the Exhibits attached hereto, are incorporated into and shall constitute a part of this Fourth Agreement.

2. **Option to Purchase**. Game Pointe hereby grants to City, and City hereby accepts, the exclusive right and privilege (referred to as the "Option") of exercising an option to purchase the Six Acres on or before June 30, 2023, at 11:59:59 pm (the "Option Deadline"). The Option may be exercised by the City at any time starting on the Effective Date and ending upon the Option Deadline (with such period of time referred to as the "Option Period"). The City may, at its sole discretion, exercise the Option to purchase the Six Acres for One Million Six Hundred Ninety-Eight Thousand Eight Hundred Forty Dollars (\$1,698,840.00) prior to January 31, 2023. After January 31, 2023, the City may exercise its option if the following conditions are not met:

- a. By February 28, 2023 – the parties must have adopted an amended MDA (the "Option Price").
- b. April 30, 2023 – Game Pointe must have obtained a building permit for an acceptable facility per the MDA.
- c. June 15, 2023 – Game Pointe must receive a land disturbance permit and begun site work.

3. Both parties agree to good faith effort in negotiations and shall not unreasonably withhold support to secure and finalize a mutually beneficial update to the terms of the Market Development Agreement governing the development of the six acres.

4. **Exercise of Option.** The Option shall be exercised by the City, if at all, on or before the Option Deadline by City providing Game Point with written notice, as set forth in Section 8, of its intent to exercise the Option hereunder.

5. **Expiration of Option.** If the Option is not exercised on or before the Option Deadline, the Option shall expire of its own force and effect. The Option shall also expire if Game Pointe obtains a building permit from the City to construct a facility permitted by the MDA, or any amendments thereto and received an inspection for footings and foundations.

6. **Closing.** If the City exercises the Option as permitted herein, then the Closing shall occur on a date scheduled by City on or before 60 days after the City provides notice of its intent to exercise the Option. Closing shall occur when the City delivers to Cottonwood Title Company the Option Price. The Closing will be held in the office of Cottonwood Title Company unless otherwise agreed in writing by the Parties. The title to the Six Acres shall be in the same marketable title and condition it was on at the time of City's sale of the Six Acres to Game Pointe. The Purchase Price will be paid by the City at the Closing in immediately available funds.

7. **Marketing of Six Acres.** Subject to Section 10 regarding assignment as well as any other applicable provisions of this Third Agreement, Game Pointe may market the Six Acres to a third-party. However, Game Pointe acknowledges and hereby agrees that any assignment or sale of the Six Acres during the Option Period is subject to the written approval of the City Council, which shall have absolute discretion.

8. **Complete Agreement.** This Fourth Agreement 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 Fourth Agreement may not be modified or amended except in writing mutually agreed to and accepted by all Parties hereto.

9. **Notice.** Any notices, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered prepaid by hand, or (ii) sent prepaid by a reputable, national overnight delivery service (e.g., Federal Express, Airborne), or (iii) sent by email and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given on the date of hand delivery (if delivered by hand), or on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), and on the date that an email is sent. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

City: Herriman City  
Attn: City Manager  
5355 West Herriman Main Street  
Herriman, Utah 84096  
[ncherpeski@herriman.org](mailto:ncherpeski@herriman.org)

With a Copy to: Herriman City  
Attn: City Attorney  
5355 West Herriman Main Street  
Herriman, Utah 84096  
[tsheeran@herriman.org](mailto:tsheeran@herriman.org)

Owner: Game Pointe Properties, LLC  
Attn: Aaron Osmond  
11466 Country Knoll Road  
South Jordan, UT 84095  
[aosmond@gamepointc.com](mailto:aosmond@gamepointc.com)

10. **No Third-Party Beneficiaries.** This Fourth Agreement is solely among and solely for the benefit of the Parties. There are no third-party beneficiaries of this Agreement.

11. **Assignment.** Game Pointe shall not, without the City's written consent – which may be withheld for any reason – assign its obligation or duties or otherwise transfer its right under this Fourth Agreement. City may, however, without restriction, assign its rights under this Fourth Agreement. Any such assignment by any party shall not act as a release of the assigning Party who shall remain obligated under this Fourth Agreement.

12. **Binding Effect.** The provisions of this Fourth Agreement shall be binding upon the successors, assigns, heirs, and personal representatives of the Parties.

13. **Recordation.** This Fourth Agreement shall be recorded and shall run with the land during the Option Period. If the Option is not exercised or if the Closing otherwise fails to occur as provided herein, the City shall, upon request of Game Pointe, execute and record a suitable, unconditional release of the Option in a form acceptable to the Parties.

14. **Superiority of Option.** Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against the Six Acres shall be subordinate to this Fourth Agreement and the Option set forth herein and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Fourth Agreement.
15. **Obligation to Maintain Property; Compliance with Laws.** Game Pointe shall at all times keep the Six Acres free from weeds in excess of six inches in height, in good order, condition and repair. Game Pointe shall not permit or suffer any waste of the Six Acres and shall not alter the Six Acres except for normal clearing, grading, or construction activities. Game Pointe shall cause the Six Acres, and all activities thereon, to comply at all times with all applicable laws.
16. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Fourth Agreement shall not preclude the exercise of any other provisions hereof.
17. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Fourth Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Fourth Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Fourth Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
18. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah. In the event of conflicts and/or inconsistencies within or among this Fourth Agreement and applicable statute, rules, regulations, or standards, Game Pointe shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with City's reasonable interpretation.
19. **Attorney's Fees.** In any action arising out of this Fourth Agreement, the prevailing Party shall be entitled to its costs, reasonable attorney's fees, and other related collection or enforcements costs and expenses.
20. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Fourth Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
21. **Government Records Access and Management Act.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Game Pointe pursuant to this Fourth Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Game Pointe. Any materials for which Game Pointe claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make

reasonable efforts to notify Game Pointe of any requests made for disclosure of documents submitted under a claim of business confidentiality.

IN WITNESS WHEREOF, the Parties have executed this Fourth Agreement by and through their respective, duly authorized representatives as of the Effective Day first written above.

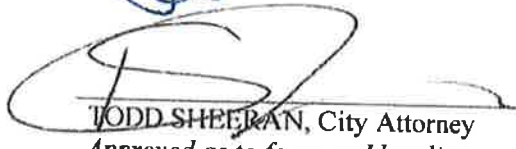
*[signatures on following page]*

HERRIMAN CITY

  
NATHAN CHERPESKI, City Manager

ATTEST

  
JACKIE NOSTROM, City Recorder

  
TODD SHEERAN, City Attorney  
*Approved as to form and legality*



GAME POINTE PROPERTIES, LLC

Signature: 

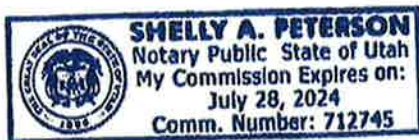
Print Name: Aaron Osmond

Title: Manager

STATE OF UTAH )

COUNTY OF )

On the 19 day of December, 2022 personally appeared before me Aaron Osmond &P. Shelly A. Peterson, who being by me duly sworn, did say that they are the Aaron Osmond, Manager of Game Pointe Properties, LLC, a Utah limited liability company, and that said instrument was signed on behalf of Game Pointe Properties, LLC by authority of its governing body and the above-listed signor acknowledged to me that they executed the same.



  
NOTARY PUBLIC

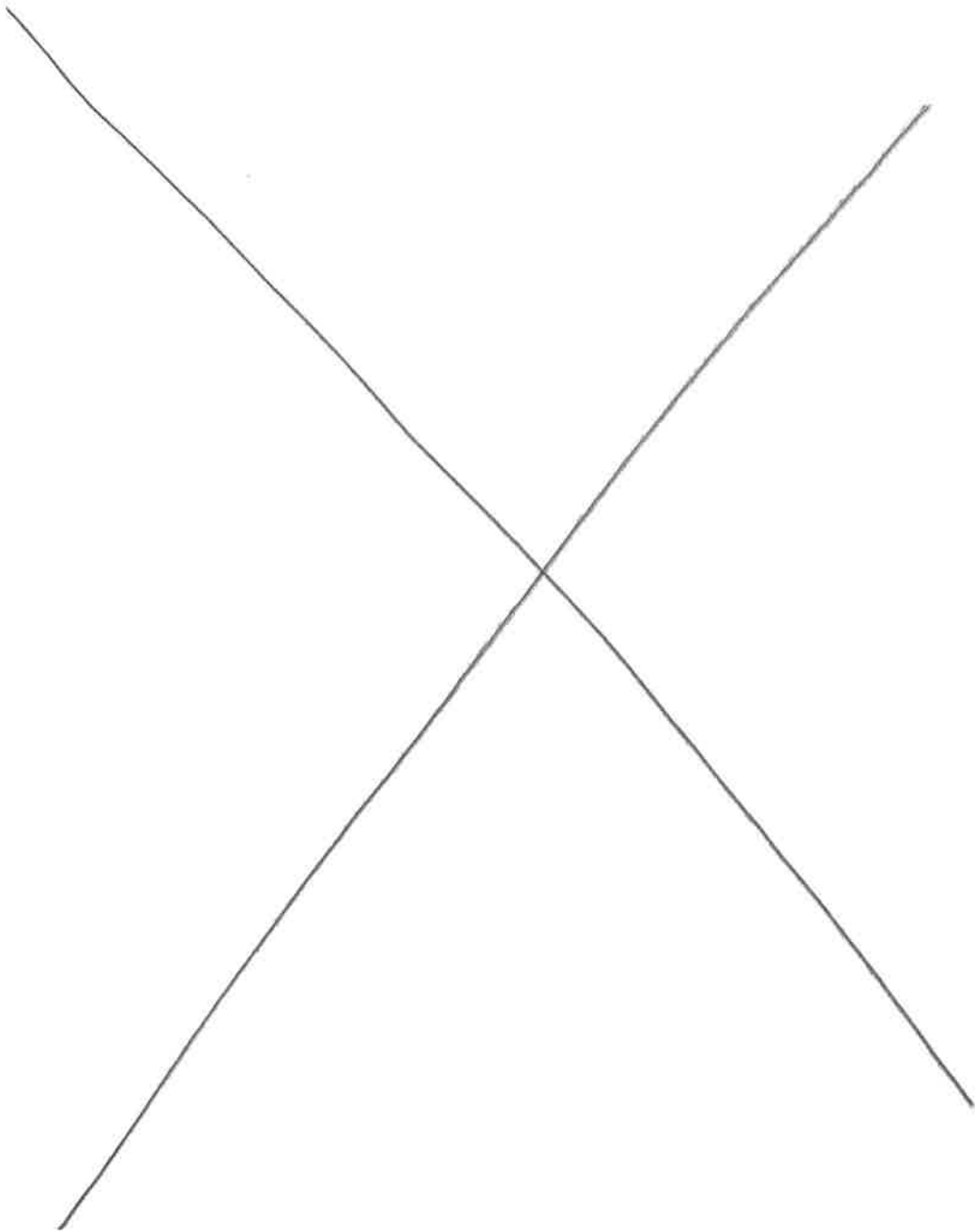
**EXHIBIT A**

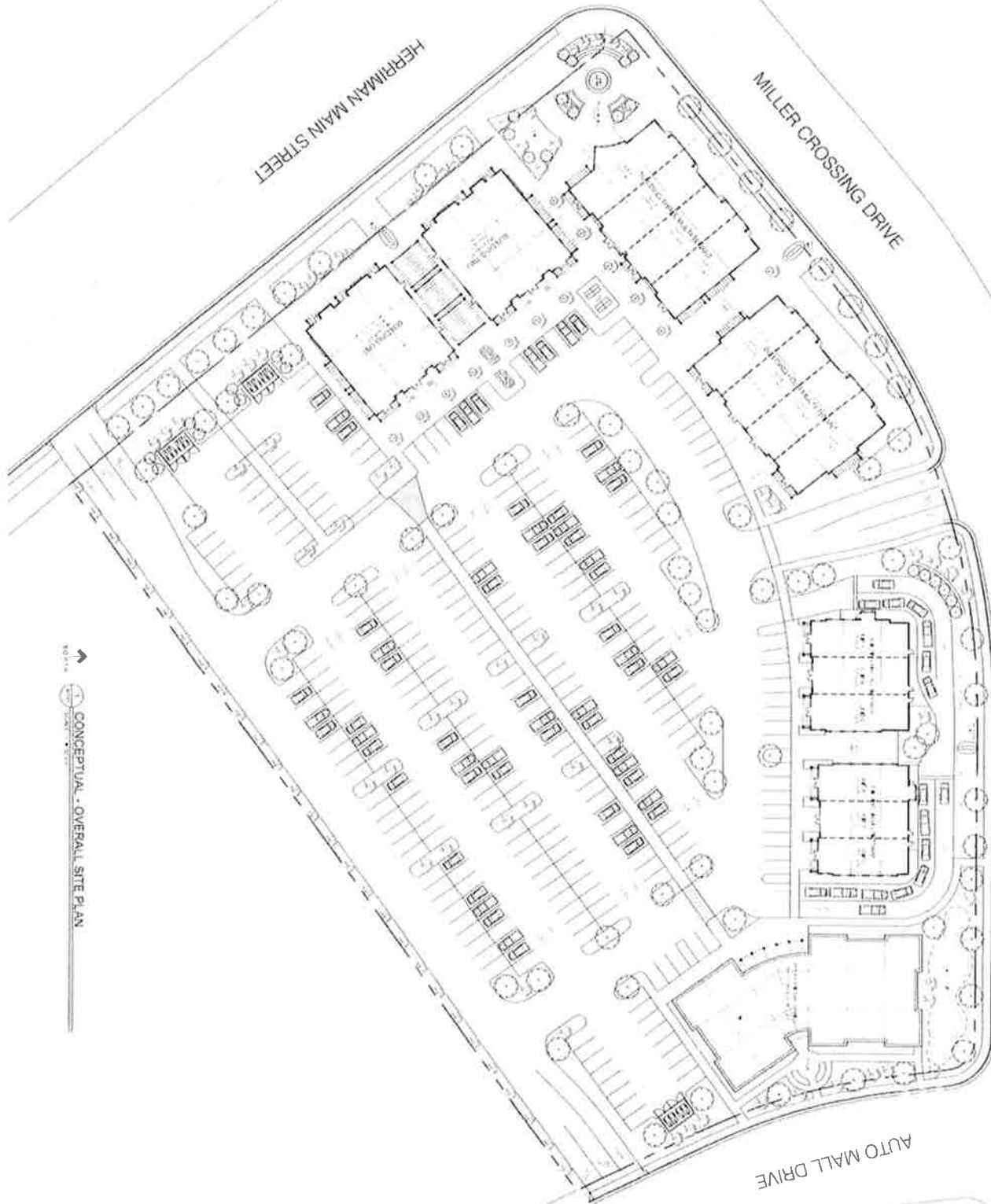
*Original Repurchase Agreement*

**EXHIBIT B**

*Letter Executing Original Repurchase Option*

## Exhibit D – Concept Plan






  
 1 CONCEPTUAL - OVERALL SITE PLAN

24X36 SHEET #  
**A100**

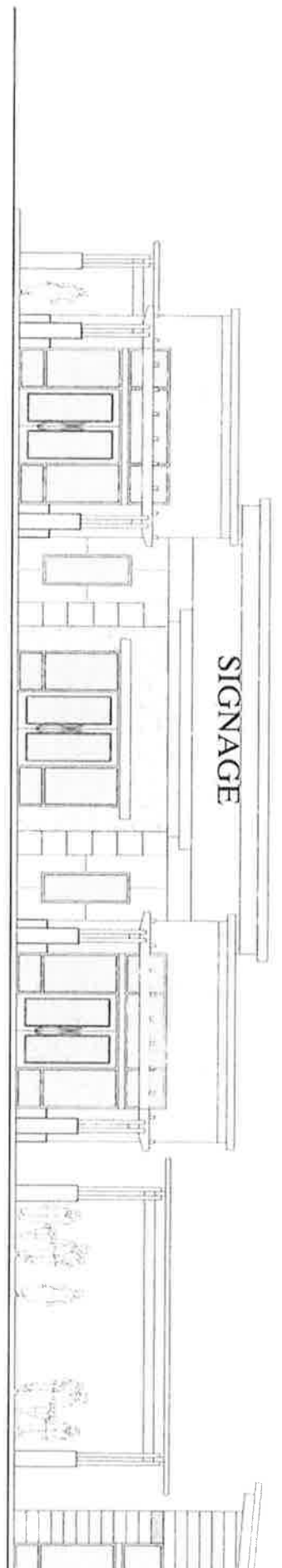
TITLE  
 CONCEPTUAL  
 SITE PLAN

PROJECT NO.  
 23.005  
 DATE BY/CHK BY  
 CML

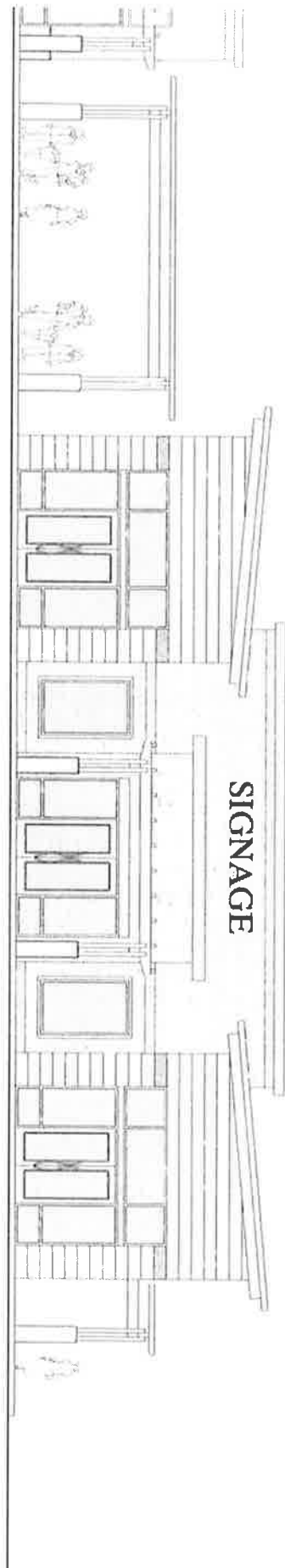
**MOUNTAIN VIEW PLAZA  
 RETAIL CENTER**  
 Herriman Main & Miller Crossing  
 Herriman, Utah

**LAYTON DAVIS**  
 2005 EAST 2000 SOUTH, SUITE 200  
 SALT LAKE CITY, UTAH 84119

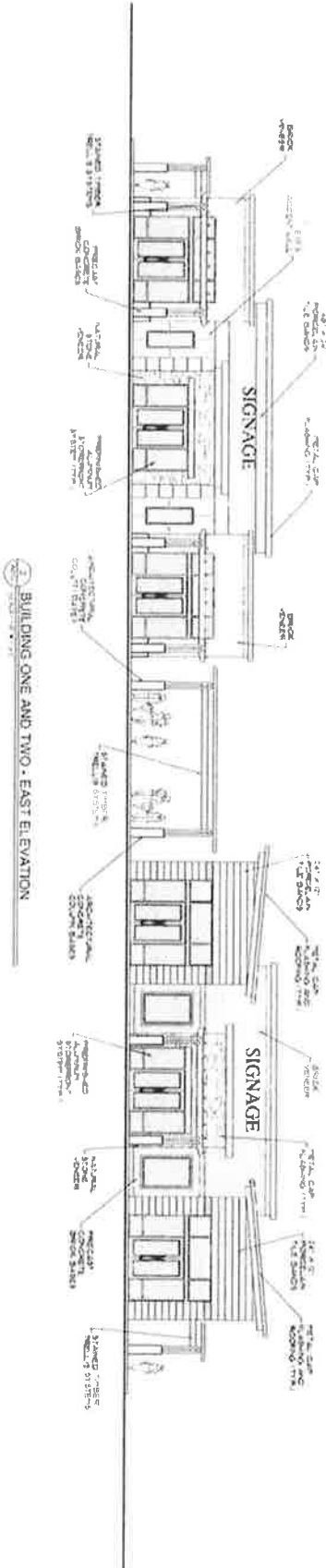
PRINTED DATE  
 04.05.2023



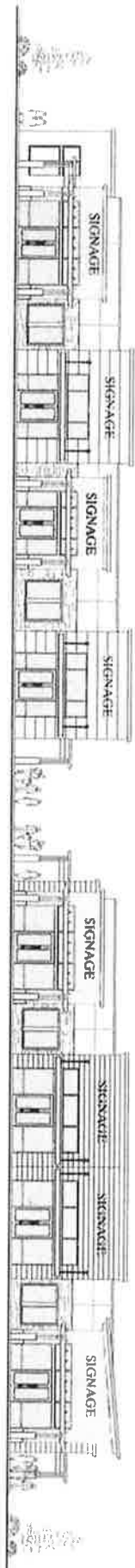
1 BUILDING ONE - EAST ELEVATION



2 BUILDING TWO - EAST ELEVATION



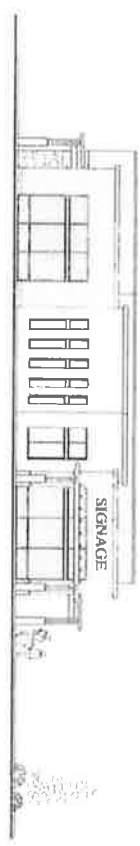
3 BUILDING ONE AND TWO - EAST ELEVATION



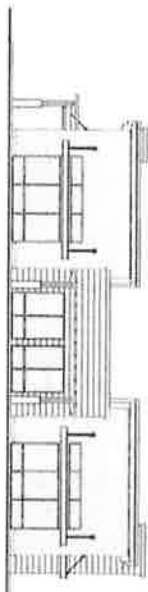
SOUTH EAST (FRONT) ELEVATION - BUILDING THREE

SOUTH EAST (FRONT) ELEVATION - BUILDING FOUR

BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS

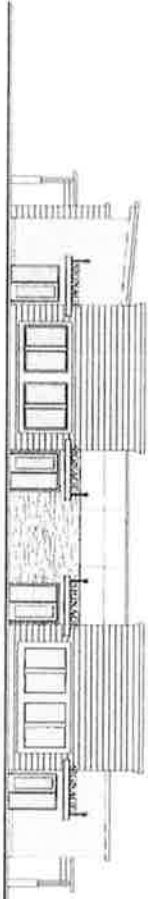


SOUTH WEST (SIDE) ELEVATION - BUILDING THREE

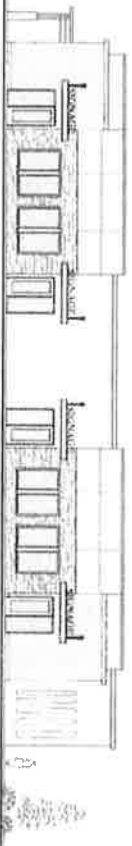


NORTH EAST (SIDE) ELEVATION - BUILDING FOUR

BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS



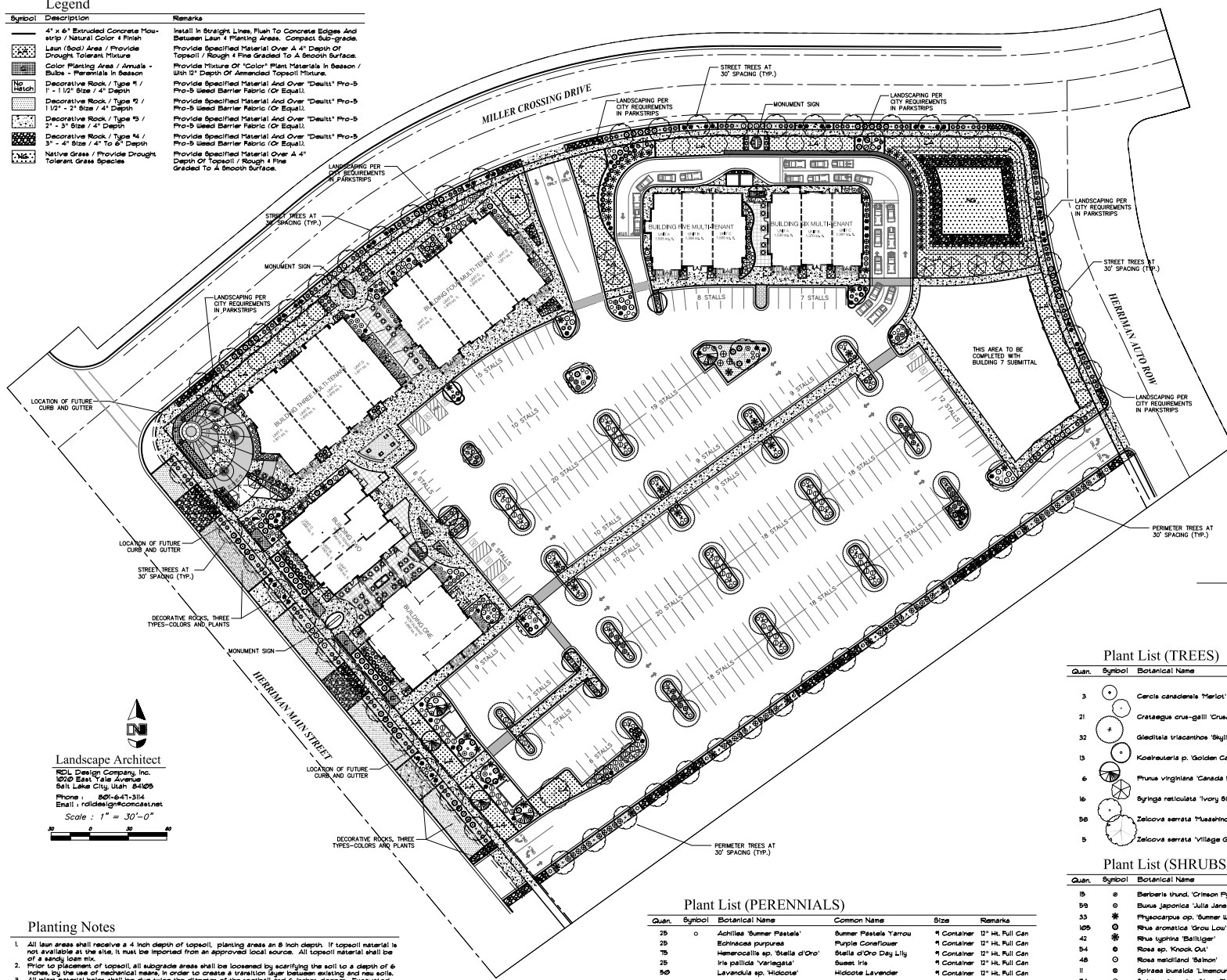
NORTH WEST (STREETSIDE) ELEVATION - BUILDING FOUR



NORTH WEST (STREETSIDE) ELEVATION - BUILDING THREE

BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS

Symbol	Description	Remarks
	4' x 6' Extruded Concrete Mass-Strip / Natural Color & Finish	Install in Straight Lines, Flush to Concrete Edges and Between Lawn & Planting Areas. Compact Sub-grade.
	Lean (Red) Area / Provide Drought Tolerant Mixture	Provide Specified Material Over A 4" Depth Of Topsoil / Rough & Fine Graded To A Smooth Surface.
	Color Planting Area / Annuals - Bulbs - Perennials in Season	Provide Mixture Of "Color" Plant Materials in Season / With 12" Depth Of Amended Topsoil Mixture.
	Decorative Rock / Type 1 / 1 1/2" - 2" Size / 4" Depth	Provide Specified Material And Over "Default" Pro-B Pro-B Used Barrier Fabric (Or Equal).
	Decorative Rock / Type 2 / 2" - 3" Size / 4" Depth	Provide Specified Material And Over "Default" Pro-B Pro-B Used Barrier Fabric (Or Equal).
	Decorative Rock / Type 3 / 3" - 4" Size / 4" Depth	Provide Specified Material And Over "Default" Pro-B Pro-B Used Barrier Fabric (Or Equal).
	Native Grass / Provide Drought Tolerant Grass Species	Provide Specified Material Over A 4" Depth Of Topsoil / Rough & Fine Graded To A Smooth Surface.



### Planting Notes

- All lawn areas shall receive a 4 inch depth of topsoil, planting areas an 8 inch depth. If topsoil material is not available at the site, it must be imported from an approved local source. All topsoil material shall be of a sandy loam mix.
- Prior to placement of topsoil, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches by the use of mechanical means, in order to create a transition layer between existing and new soils.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site.
- Plant backfill mixture shall be composed of 3 parts topsoil to 1 part humus additive, and shall be rotary mixed on-site prior to installation.
- Plant fertilizer shall be AgriPro brand 21 gran tablets used as per manufacturers recommendations.
- All trees shall receive an "Arbor Guard" trunk protector, or equal, and have a 36 inch diameter bark mulch ring. All trees shall be staked for wind protection unless otherwise indicated.
- Upon completion of planting operations, all shrub pits and tree wells shall receive a 4" depth of fine ground bark mulch mixture as a cover. The overall shrub beds themselves shall receive a 4" depth of decorative stone surfacing over Default Pro-B used barrier fabric.
- In decorative stone beds, cut the fabric from around the water well of each plant, then apply fine ground bark, inside water well. The remainder of the planter bed shall receive the depth of decorative stone.
- Landscape maintenance shall be required for a period of 360 days minimum following the date of project acceptance, and shall include weeding, pruning, and one pesticide and plant fertilizer application.
- The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of final completion and acceptance.

### Plant List (PERENNIALS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
25	o	Achillea 'Summer Pastels'	Summer Pastels Yarrow	1 Container	12" Ht. Full Can
25		Echinacea purpurea	Purple Coneflower	1 Container	12" Ht. Full Can
75		Hemerocallis sp. 'Stella d'Oro'	Stella d'Oro Day Lily	1 Container	12" Ht. Full Can
25		Hebe pinnatifida 'Variegata'	Sweet Hebe	1 Container	12" Ht. Full Can
50		Levenshul sp. 'Viducote'	Hidcote Lavender	1 Container	12" Ht. Full Can
50		Nepeta X. 'Walker's Low'	Walkers Low Catmint	1 Container	12" Ht. Full Can
50		Rudbeckia fulgida 'Goldstrum'	Black-Eyed Susan	1 Container	12" Ht. Full Can
50		Salvia 'May Night'	May Night Garden Sage	1 Container	12" Ht. Full Can

### Sub-Grade Requirements

- LAWN AREAS:** Six (6) inches below finish grade. This will allow for the installation of a 4 inch depth of topsoil along with the seedling material, leaving it slightly below finish grade and concrete areas.
- SHRUB AREAS:** Twelve (12) inches below finish grade. This will allow for the installation of an 8 inch depth of import topsoil along with a four inch depth of shredded bark mulch or decorative stone, leaving it slightly below finish grade and concrete areas.
- ROCK ONLY AREAS:** Four (4) inches below finish grade. This will allow for the installation of a 4 inch depth of decorative stone over the weed barrier fabric, leaving it slightly below finish grade and concrete areas.

### Landscape (Tree) Calculations

TOTAL LANDSCAPE AREA	48,005 SF.
(Excluding Park Strips)	
TOTAL TREES REQUIRED	96 EA.
(1 Tree Per 500 SF. Area)	
TOTAL TREES PROVIDED	118 EA.

### Plant List (TREES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
3	o	Cercis canadensis 'Merlot'	Merlot Eastern Redbud	21" Cal. Min. 8'-10' HL.	Matched Heads Bright Trunks
21	o	Crataegus crus-galli 'Crusader'	Crusader Cockspur Hawthorn	21" Cal. Min. 8'-10' HL.	Matched Heads Bright Trunks
32	o	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	21" Cal. Min. 10'-12' HL.	Matched Heads Bright Trunks
13	o	Koelreuteria p. 'Golden Candle'	G.C. Golden Rain Tree	21" Cal. Min. 8'-10' HL.	Matched Heads Bright Trunks
6	o	Prunus virginiana 'Canada Red'	Canadian Red Cherry	21" Cal. Min. 8'-10' HL.	Matched Heads Bright Trunks
16	o	Syringa reticulata 'Ivory Silk'	Japanese Tree Lilac	21" Cal. Min. 8'-10' HL.	Matched Heads Bright Trunks
50	o	Zelcova serrata 'Husashino'	Husashino Zelcovia	21" Cal. Min. 10'-12' HL.	Matched Heads Bright Trunks
5	o	Zelcova serrata 'Village Green'	Village Green Zelcovia	21" Cal. Min. 10'-12' HL.	Matched Heads Bright Trunks

### Plant List (SHRUBS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
15	o	Berberis thunb. 'Crimson Pygmy'	Crimson Pygmy Barberry	15 Container 15"-18" Height	
50	o	Buxus japonica 'Julia Jane'	Julia Jane Boxwood	15 Container 15"-18" Height	
33	*	Physocarpus op. 'Summer Wine'	Summer Wine Ninebark	15 Container 18"-24" Height	
105	o	Rhus aromatica 'Grou Lou'	Grou Lou Sumac	15 Container 18"-24" Spread	
42	*	Rhus typhina 'Baltiger'	Tiger Eye Sumac	15 Container 24"-30" Height	
34	o	Rosa sp. 'Knock Out'	Knock Out Rose	15 Container 18"-24" Height	
48	o	Rosa 'Newland' 'Salmon'	Salmon Newland Rose	15 Container 15"-18" Spread	
11	o	Spiraea bunaiida 'Limeound'	Limeound Spiraea	15 Container 15"-18" Height	
14	o	Spiraea japonica 'Neon Flash'	Neon Flash Spiraea	15 Container 15"-18" Height	
30	*	Thuja occidentalis 'Emerald'	Emerald Green Arborvitae	15 Container 6 Ft. Min. Height	
53	o	Yucca filamentosa 'Color Guard'	Color Guard Yucca	15 Container 15"-18" Height	

### Plant List (ORNAMENTAL GRASSES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
54	o	Calamagrostis a. 'Avalanche'	Avalanche Feather Grass	15 Container 18"-24" Height	
49	o	Calamagrostis a. 'Karl Foerster'	Karl Foerster Feather Grass	15 Container 24"-30" Height	
28	o	Miscanthus sinensis 'Gracillima'	Gracillima Maiden Grass	15 Container 24"-30" Height	
40	o	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	15 Container 15"-18" Height	
203	o	Pennisetum alopecuroides 'Hahn'	Hahn Dwarf Fountain Grass	15 Container 12"-15" Height	



PRINTED DATE  
09-25-2024



**MOUNTAIN VIEW PLAZA**  
Commercial Center

**HERRIMAN MAIN & MILLER CROSSING**  
Herriman, Utah

### CHRONOLOGY

**PROJECT NO.**  
21.010

**DWN BY/CHK BY**  
RDL/RDL

**TITLE**  
Landscape Plan

**L101**



## STAFF REPORT

**DATE:** June 2, 2025  
**TO:** The Honorable Mayor and City Council  
**FROM:** Bryce Terry, City Engineer  
**SUBJECT:** Discussion on Improvements to Gina Road

---

### **RECOMMENDATION:**

Provide staff with direction regarding the Gina Road Improvement Project.

### **ISSUE BEFORE COUNCIL:**

Is the Council interested in reprioritizing this project for funding in the next budget cycle, considering current community safety concerns? If so, to what extent?

### **BACKGROUND/SUMMARY:**

Gina Road is an unpaved, gravel/dirt roadway that has long served as a low-volume residential street in Herriman. Historically, its improvement has been a lower priority due to limited usage, classification as a local road, and constrained funding. The project has previously been planned and designed but has been pushed back multiple times due to funding limitations and the need to prioritize projects with broader impact. However, following recent discussions with the community, the City Council has discussed the need to make the project more of a priority.

A traffic study was completed recently based on concerns from the neighborhood. The results were as follows:

Average Daily Traffic: **198 vehicles per day**

85% Speed: **23 mph**

Average Speed: **18 mph**

Additionally, all subdivisions in the City are required to build street lights, curbs, gutters and sidewalk of the streets they are adjacent to or building. In this case, there were a number of subdivisions that were developed during the last 10 years, but because there was not a uniform design or location of where the sidewalk and curb would go, and the improvements would be an island, the City provided an option for the development to pay a fee-in-lieu in place of building

the improvements. This fee-in-lieu allowed the development to move forward, satisfying the requirement for building these improvements and allowing the subdivisions to proceed.

Based on the information available to staff, there were four subdivisions that paid a fee-in-lieu. The total amount collected was **\$76,154**.

## **DISCUSSION:**

There are two parts to this discussion.

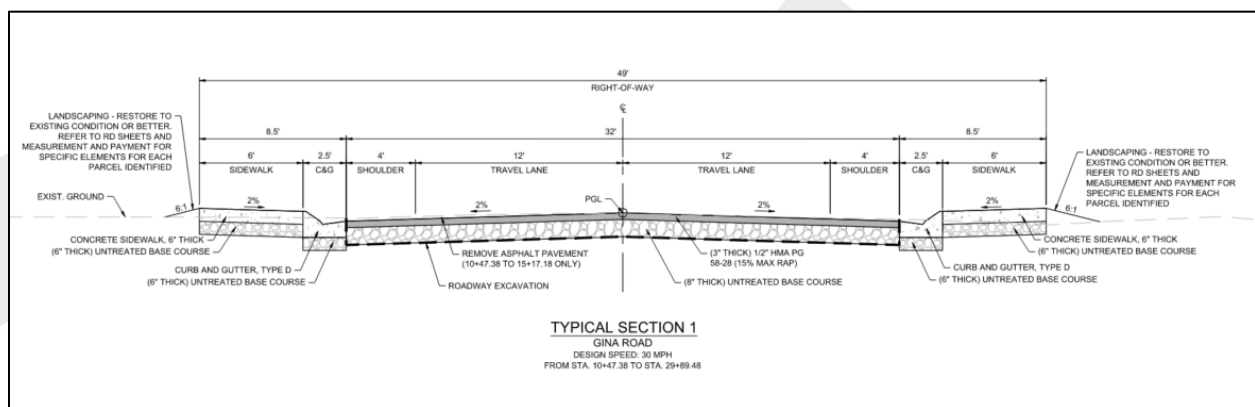
1. What can be completed now within existing budgets to improve safety and quality of life for residents along this road. (short term or immediate improvements)
2. What is necessary for the full roadway improvements to occur (long term or full improvements).

### **Short-Term/Immediate Improvements Within Existing Budgets**

1. Updated Signage: Speed limit and advisory signage have been reviewed and can be updated to better reflect safe driving conditions.
2. Road Stabilization Treatment: The City will regrade the road, apply dust control treatment (Magnesium Chloride) to mitigate airborne particulates and nuisance conditions, and help stabilize the existing aggregate. This is a temporary measure and would require annual applications to maintain effectiveness.

### **Full Improvements to Roadway**

The full improvement project includes the installation of asphalt pavement, curb, gutter, sidewalk, storm drain, waterline, and landscaping. Design plans are complete, and right-of-way (ROW) requirements have been identified. The ROW width has already been minimized to 49' Wide, which is much smaller than the smallest standard cross-section (53' ROW) for the City.



*Figure 1. Planned Design Cross-Section for Gina Rd*

- ROW and Easements (\$275,000)
- Asphalt pavement (~63,000 sq ft)
- Curb and gutter (~4,000 linear feet)
- New sidewalk (~23,300 sq ft)

- New secondary water line (12”) – Would need to be paid by Water Fund (Approximately \$200,000)
- Storm drain system
- Street lighting and utility relocations
- Property owner restoration (fencing, landscaping, driveways, etc.)

Total Estimated Cost (2022 Dollars): **\$2.25 million**

Updated Cost (2025, adjusted for inflation): **~\$2.5 million**

There could be some potential updates to the design to reduce the cost of the project slightly, such as:

- Reduce Sidewalk to 5’ width (instead – Generally, best practice is to increase sidewalk size when right up against the curb due to potential parking encroachment, and more buffer to traffic, but this may be an area where we could cut some costs by going from 6’ to 5’.
- Reduce Asphalt Restoration around Existing Asphalt at the East end of the project.

But these adjustments would only be minor reductions in cost and the project cost would likely only be reduced by \$150,000, as most of the major cost reductions have already taken place when designing the road

### **FISCAL IMPACT:**

This project is not eligible for Transportation Impact Fee funding, as it does not add roadway capacity and is classified as a local residential road. As such, it would require the use of the General Fund, which is a highly competitive funding source for a wide range of City needs, including public safety, parks, operations, and other infrastructure priorities.

The full project cost is estimated at **\$2.5 million** for the current cost, but approximately **\$200,000** of that would need to be funded by the Water fund. If desired, to move forward with just the right-of-way acquisition necessary to build the project would be approximately **\$270,000**. None of these funds are currently budgeted. In the latest CIP recommendations, this project was pushed to 2033 based on a lack of funding for capital projects through the general fund.

Therefore, if the project is to proceed, there would need to be either a current budget amendment or adjusting the recommended FY2027.

Staff is currently analyzing options for how this may be accommodated if the council were to choose to move the project forward.

### **ALTERNATIVES:**

**Option 1** – Direct staff to program funds for Right-of-way purchase (approximately \$270,000) in future budgets

**Option 2** – Direct Staff to begin to program funds for the full improvements (ROW and Construction) in future budgets. (Council to direct which year)

**Option 3** – Proceed with short-term improvements (dust mitigation and traffic sign update), but keep the project planned in the City Capital Improvement Plan for 2033.

**ATTACHMENTS**

- Map of Property Needed for Project
- Project Cost Estimate (2022)

## LEGEND

▣ = Acquisition Required

--- = Existing Property Boundary



**ENGINEER'S ESTIMATE**  
**Herriman City - Gina Road; 7300 West to Sedona Court**  
**WCG Project # 21-220**  
**100% Design - June 8, 2022**

**BID ITEMS**

Number	Keynote	Description	Quantity	Unit	Unit Price	Amount
1	n/a	Mobilization	1	Lump	\$ 135,000	\$ 135,000.00
2	n/a	Public Information Services	1	Lump	\$ 13,000	\$ 13,000.00
3	n/a	Traffic Control	1	Lump	\$ 40,000	\$ 40,000.00
4	n/a	Temporary Controls	1	Lump	\$ 27,000	\$ 27,000.00
5	n/a	Survey	1	Lump	\$ 27,000	\$ 27,000.00
6	101	Reconstruct Monument	1	Each	\$ 2,500	\$ 2,500.00
7	102	Remove Asphalt Pavement	2,996	sq yd	\$ 20.00	\$ 60,000.00
8	103	Remove Concrete Driveway	205	sq yd	\$ 30.00	\$ 6,200.00
9	104	Relocate Mailbox	2	Each	\$ 500.00	\$ 1,000.00
10	106	Remove Sign	4	Each	\$ 100.00	\$ 400.00
11	510	Reconstruct Water Meter	1	Each	\$ 1,000.00	\$ 1,000.00
12	511	Reconstruct Valve Box	5	Each	\$ 600.00	\$ 3,000.00
13	512	Reconstruct Manhole	8	Each	\$ 1,000.00	\$ 8,000.00
14	513	Relocate Hydrant	4	Each	\$ 5,000.00	\$ 20,000.00
15	514	Relocate Water Meter	1	Each	\$ 1,000.00	\$ 1,000.00
16	520	12 Inch PVC C900 DR-18 Secondary Water Line	2,476	lin ft	\$ 55.00	\$ 136,180.00
17	521	Secondary Water Meter	26	Each	\$ 1,200.00	\$ 31,200.00
18	522	Culinary Water Meter	14	Each	\$ 1,200.00	\$ 16,800.00
19	523	8" Secondary Water Lateral, Stubbed	3	Each	\$ 3,500.00	\$ 10,500.00
20	524	8" Culinary Water Lateral, Stubbed	3	Each	\$ 5,500.00	\$ 16,500.00
21	401	15" Dia. RCP	221	lin ft	\$ 75.00	\$ 16,575.00
22	402	24" Dia. RCP	2,440	lin ft	\$ 90.00	\$ 219,600.00
23	410	Combination Box Plan 316	5	Each	\$ 5,000.00	\$ 25,000.00
24	411	Catch Basin Plan 315.1	9	Each	\$ 3,500.00	\$ 31,500.00
25	412	60" Dia. Manhole	2	Each	\$ 5,000.00	\$ 10,000.00
26	n/a	Roadway Excavation	2,007	cu yd	\$ 30.00	\$ 60,210.00
27	145	Gravel Driveway	288	sq yd	\$ 50.00	\$ 14,422.22
28	n/a	Untreated Base Course	1,537	cu yd	\$ 50.00	\$ 76,850.00
29	150	Asphalt Concrete Driveway	27	sq yd	\$ 50.00	\$ 1,372.22
30	n/a	HMA - 1/2 inch	62,246	sq ft	\$ 2.10	\$ 130,716.60
31	165	Curb and Gutter, Type D	3,890	lin ft	\$ 30.00	\$ 116,700.00
32	170	Concrete Driveway, 6" Thick	1,500	sq ft	\$ 10.00	\$ 15,000.00
33	171	Concrete Sidewalk, 6" Thick	23,303	sq ft	\$ 8.00	\$ 186,424.00
34	172	Stamped Colored Concrete	299	sq ft	\$ 12.00	\$ 3,588.00
35	600	Street Light	10	Each	\$ 2,500.00	\$ 25,000.00
36	601	Polymer Concrete Junction Box, Tier 22, Type II	4	Each	\$ 2,750.00	\$ 11,000.00
37	602	1D Conduit (Bank with Pull Tape)	1,993	lin ft	\$ 25.00	\$ 49,825.00
38	603	POC Ground Box	2	Each	\$ 2,000.00	\$ 4,000.00
39	701	13705 South Landscaping	1	Lump	\$ 3,500.00	\$ 3,500.00
40	705	7235 West Landscaping	1	Lump	\$ 5,500.00	\$ 5,500.00
41	706	7212 West Landscaping	1	Lump	\$ 5,500.00	\$ 5,500.00
42	709	7187 West Landscaping	1	Lump	\$ 1,500.00	\$ 1,500.00
43	711	7167 West Landscaping	1	Lump	\$ 3,500.00	\$ 3,500.00
44	714	7118 West Landscaping	1	Lump	\$ 3,500.00	\$ 3,500.00
45	715	7115 West Landscaping	1	Lump	\$ 1,500.00	\$ 1,500.00
46	720	13683 South Landscaping	1	Lump	\$ 8,500.00	\$ 8,500.00
<b>BID ITEMS TOTAL</b>						<b>\$ 1,587,063</b>

**NON-BID ITEMS**

Number	Description	Quantity	Unit	Unit Price	Amount
47	Contingency Fund (10%)	1	Lump	\$ 158,700.00	\$ 158,700.00
48	Utilities Contingency Fund	1	Lump	\$ 50,000.00	\$ 50,000.00
49	CE Consultant (5%)	1	Lump	\$ 79,400.00	\$ 79,400.00
50	PE Consultant	1	Lump	\$ 110,000.00	\$ 110,000.00
51	Right of Way (see Survey Spreadsheet)	12,003	sq ft	\$ 20.00	\$ 240,060.00
52	Perpetual Utility Easement	6,002	sq ft	\$ 4.66	\$ 27,978.92
<b>NON-BID ITEMS TOTAL</b>					<b>\$ 666,139</b>

**BID ITEMS TOTAL \$ 1,587,063**  
**NON-BID ITEMS TOTAL \$ 666,139**  
**GRAND TOTAL \$ 2,253,202**



## STAFF REPORT

**DATE:** June 5, 2025

**TO:** The Honorable Mayor and City Council

**FROM:** Blake Thomas, Community Development Director

**SUBJECT:** Discussion regarding upcoming corridor preservation funding

### **RECOMMENDATION:**

Staff requests support from the City Council to apply on behalf of Salt Lake County for Salt Lake County Corridor Preservation funds to acquire the needed right-of-way for future roadway improvements at approximately 7400 West Herriman Highway.

### **ISSUE BEFORE COUNCIL:**

Does the City Council want to apply for Corridor Preservation Funds to acquire right-of-way at approximately 7400 West Herriman Highway to accommodate future road improvements?

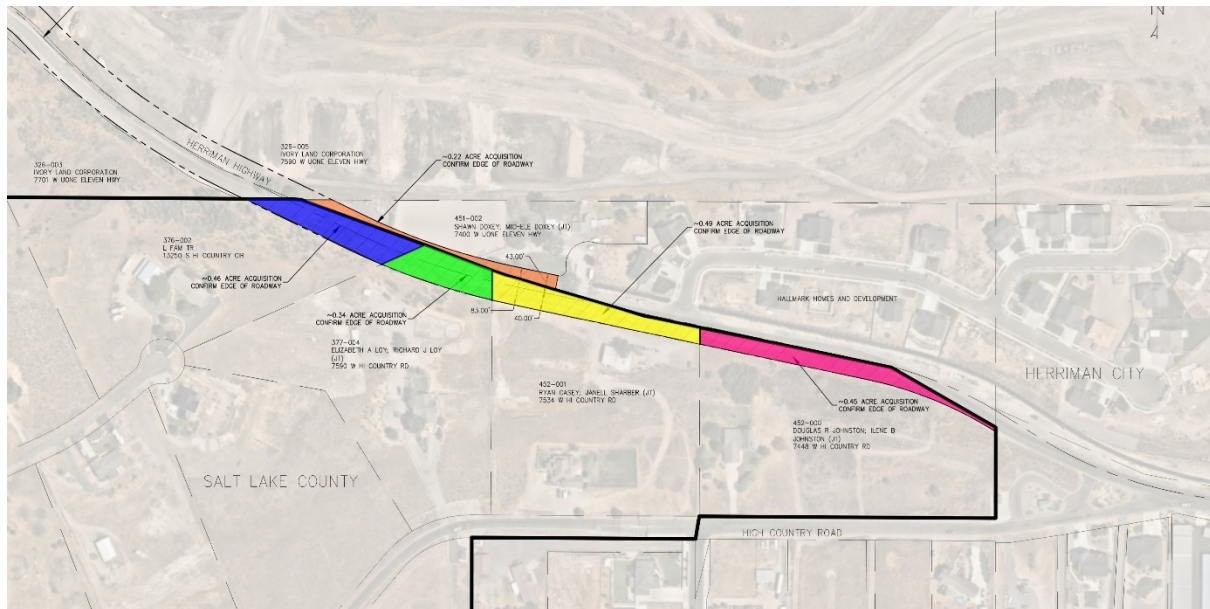
### **BACKGROUND/SUMMARY:**

Salt Lake County administers the Corridor Preservation Program. Municipalities and agencies (i.e., UTA) may apply for Corridor Preservation funds to acquire property for transportation projects such as future roads and road widening projects. Once a project is approved for Corridor Preservation funds, the municipality is required to complete the property acquisition and then apply for reimbursement of the funds used for the acquisition from Salt Lake County. The County then prepares an Interlocal Agreement to authorize and finalize the reimbursement request. The Interlocal Agreement(s) are required to be approved by the City Council and the County Council.

Roads must be included in Phase 1 of the Wasatch Front Regional Council's Regional Transportation Plan (RTP) to be eligible for Corridor Preservation Funds. There is no obligation regarding timing for road improvement to be constructed when Corridor Preservation Funds are used to acquire the right-of-way. Corridor Preservation Funds may not be used for eminent domain acquisitions; all properties acquired with these funds must have a willing seller, and purchase costs are based solely on appraised property values.

### **DISCUSSION:**

Herriman Highway (aka Herriman Main Street) has been improved to 7300 West. Rapid development of land is anticipated to occur west of 7300 West, along Herriman Highway, requiring road improvement to this segment of the roadway. Herriman City staff has coordinated with Salt Lake County to identify several private properties that will need to be acquired to construct future road improvements to help address the demands from new growth. The properties, depicted in Figure 1, are located in Salt Lake County.



Once the portions needed for road improvements are acquired by Herriman, the road right-of-way will be annexed into Herriman City. The properties located west of the parcels proposed to be acquired are part of the Hidden Oaks and Olympia Developments, which have agreed to dedicate their right-of-way needed for the road improvements per development agreements for each project.

The applications for Corridor Preservation Funds are due by the end of June and are expected to be acted upon by the Salt Lake County Council of Governments board sometime in July.

### **ALTERNATIVES:**

The council could:

1. Support moving forward with the application for Corridor Preservation Funds from Salt Lake County **[RECOMMENDED]**
2. Direct staff to apply for funds for the right-of-way along a different roadway.
3. Choose not to apply for Corridor Preservation Funds at this time.

**FISCAL IMPACT:**

The city will need to budget the funds to purchase properties if the application is successful. Then the city will need to request reimbursement from Salt Lake County for the approved amount.



## STAFF REPORT

**DATE:** May 29, 2025

**TO:** The Honorable Mayor Palmer and City Council

**FROM:** Michael Maloy, City Planner

**SUBJECT:** Resolution to Reappoint One Alternate Member of the Herriman City Planning Commission

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### **RECOMMENDATION:**

Recommend the City Council reappoint the following Alternate Member of the Planning Commission for an additional one-year term of service:

<b><u>Planning Commission Member</u></b>	<b><u>Term</u></b>	<b><u>Expiration</u></b>
Forest Sickels (Alternate)	1-year term	June 12, 2026

### **ISSUE BEFORE COUNCIL:**

Should the City Council reappoint Forest Sickels as an Alternate Member of the Herriman City Planning Commission?

### **BACKGROUND & SUMMARY:**

Forest Sickles' term of service as an Alternate Member of the Planning Commission will expire on June 12, 2025. As a frequent attendee and regular contributor to the work of the Commission,

Commissioner Sickles has expressed a desire to continue serving the City as an Alternate Member of the Commission if the Council wishes to reappoint him.

As per the recently approved Herriman City Planning Commission re-appointment policy, the City has not received any complaints from Planning Commission meeting applicants, participants, or attendees regarding Commissioner Sickles performance, and none of the Commissioner's actions were the subject of an appeal during any previous terms of service.

Commissioner Sickles is also a consistent attendee (87.5%) of Planning Commission meetings, and any absence during the past term were excused in advance of a scheduled meeting.

### **ALTERNATIVES:**

The Council may consider the following alternatives during the City Council General Meeting on June 11, 2025:

Alternative	Pro	Con
Approve the draft resolution to reappoint an Alternate Member of the Planning Commission ( <b>recommended</b> )	Existing members have training and experience that benefit the City through continued service on the Commission	Approval of the draft resolution would retain an existing member whose position could be filled by another resident that the Council believes would benefit the community
Deny the resolution and advertise for a new candidate to fill the pending vacancy	Potential opportunity to increase diversity among the current Planning Commission	The selection of a new member may overlook the contribution and development of an existing member who has expressed a desire to continue service on the Commission
Table the resolution for further consideration	Allows the Council additional time to consider the proposed resolution	Delays the reappointment of an experienced Alternate Member of the Planning Commission, or the process of seeking and appointing a new Alternate Member

### **FISCAL IMPACT:**

None

**ATTACHMENT:**

A. Resolution

**HERRIMAN, UTAH**  
**RESOLUTION NO. 2025 -**

**A RESOLUTION TO REAPPOINT FOREST SICKLES AS AN ALTERNATE MEMBER  
OF THE HERRIMAN CITY PLANNING COMMISSION**

**WHEREAS**, the Herriman City Council (the “*Council*”) met in a regular session on June 11, 2025, to consider, among other things, reappointing one alternate member of the Herriman City Planning Commission; and

**WHEREAS**, the Council has adopted an ordinance that created the Planning Commission; and

**WHEREAS**, the ordinance creating a Planning Commission obligates the Council to appoint members of the Planning Commission; and

**WHEREAS**, ordinance 10-4-5.B.4 states that “Planning Commission members may be reappointed [by the City Council] for successive terms”; and

**AFTER** careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Herriman to make the reappointment as stated herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Council hereby reappoint the following individual to serve on the Planning Commission as an Alternate Member for the term set forth below:

<u>NAME</u>	<u>TERM</u>	<u>DATE TERM EXPIRES</u>
Forest Sickles	1-year term	June 12, 2026

**PASSED AND APPROVED** this 11<sup>th</sup> day of June 2025.

**HERRIMAN CITY COUNCIL**

By: \_\_\_\_\_  
Mayor Lorin Palmer

**ATTEST:**

\_\_\_\_\_  
Jackie Nostrom, MMC  
City Recorder



## STAFF REPORT

**DATE:** May 27, 2025

**TO:** The Honorable Mayor and City Council

**FROM:** Jackie Nostrom

**SUBJECT:** Consideration of a resolution appointing Councilmember Terrah Anderson as a member of the Board of Trustees of the South Salt Lake Valley Mosquito Abatement District

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### **RECOMMENDATION:**

Approval of a Resolution appointing Terrah Anderson as a member of the Board of Trustees of the South Salt Lake Valley Mosquito Abatement District

### **ISSUE BEFORE COUNCIL:**

Would the Council like to appoint Councilmember Terrah Anderson to the Board of Trustees of the South Salt Lake Valley Mosquito Abatement District

### **ALIGNMENT WITH STRATEGIC PLAN:**

ES-4 Regional relationships and planning

### **BACKGROUND/SUMMARY:**

Councilmember Steven Shields resigned from the Herriman City Council effective April 29, 2025 leaving a vacancy on the South Salt Lake Mosquito Abatement District.

### **DISCUSSION:**

During the May 28, 2025 City Council work meeting, Council discussed suggested Councilmember Terrah Anderson should fill the vacancy on the Board of Trustees of the South Salt Lake Valley Mosquito Abatement District.

### **ALTERNATIVES:**

The Council may determine to appoint another individual to fill the vacancy, as deemed necessary.

### **FISCAL IMPACT:**

There is no fiscal impact to the City. The Board member appointed to the Mosquito Abatement District will receive a stipend of \$65 per meeting.

**ATTACHMENTS:**  
Resolution

**HERRIMAN, UTAH**  
**RESOLUTION NO. R -2025**

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL APPOINTING TERRAH  
ANDERSON AS THE HERRIMAN REPRESENTATIVE TO THE SOUTH SALT LAKE  
VALLEY MOSQUITO ABATEMENT DISTRICT**

**WHEREAS**, the Herriman City Council (“Council”) met in a regular session on June 11, 2025, to consider, among other things, appointing Terrah Anderson as the Herriman representative to the South Salt Lake Valley Mosquito Abatement District; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of Herriman to appoint a representative to the above referenced board; and

**WHEREAS**, the Council has considered the appointment of Terrah Anderson as Herriman’s representative on the above referenced board.

**NOW, THEREFORE, BE IT RESOLVED** by the Council that Terrah Anderson be appointed as Herriman’s representative to and a member of the South Salt Lake Valley Mosquito Abatement District until his replacement is duly appointed.

This Resolution, assigned No. Rxx-2025, shall take effect immediately.

**PASSED AND APPROVED** by the Herriman City Council this 11<sup>th</sup> day of June, 2025.

**HERRIMAN**

\_\_\_\_\_  
**Lorin Palmer**, Mayor

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom**, MMC  
City Recorder



## SPECIAL CITY COUNCIL MEETING MINUTES

**Thursday, May 15, 2025**  
**Awaiting Formal Approval**

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Thursday, May 15, 2025, at 5:30 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

**Presiding:** Mayor Lorin Palmer

**Councilmembers Present:** Jared Henderson, Teddy Hodges, Sherrie Ohrn

**Staff Present:** City Manager Nathan Cherpeski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, City Attorney Todd Sheeran, Communications Manager Jonathan LaFollette, Chief of Police Troy Carr, and Court Administrator Monica Medina.

### **5:30 PM:**

#### **1. Call to Order**

Mayor Palmer called the meeting to order at 5:30 p.m. and thanked the applicants for their willingness to serve the community.

Mayor Palmer outlined the format for the evening, stating they would cap the meeting at one hour due to end-of-school activities. Each applicant would have 5 minutes to introduce themselves and explain why they felt qualified, followed by potential follow-up questions. The goal was to keep each candidate to about 10 minutes total.

Mayor Palmer explained that the order of candidates was determined based on how the state would arrange them on a ballot, rather than alphabetically. The order would be: Ethan Woodcox, Terrah Anderson, Lorin Smith, and Steve Perry.

## 2. Discussion and Action Items

### **2.1. City Council Interview with applicants and consideration of a resolution to appoint a qualified individual to fill the vacant Herriman City Council District 4 seat, with the term beginning May 15, 2025, and ending January 5, 2026**

Mayor Palmer invited the first candidate, Ethan Woodcox, to come forward and present.

Mr. Ethan Woodcox thanked the Council for conducting the process. He introduced himself as a 27-year-old resident of District 4 and stated he had been registered to vote in Herriman since he was able to vote and had followed most City legislation for the past decade, voting in nearly every election cycle since 2016.

Mr. Woodcox expressed that he would be a suitable voice for the younger generation in the growing community. He said he had lived in Herriman for most of his adult life and was satisfied with the majority of policies implemented to better the area and maintain infrastructure. He mentioned being impressed with efforts to accommodate technological growth, specifically citing the municipal fiber network proposed about a year and a half ago.

He continued by stated he wanted to contribute to such initiatives while preserving the cultural and historical significance of Herriman. He mentioned becoming acquainted with Mayor Palmer and several Council Members through the Friends of Herriman and Herriman work-from-home lunches, expressing enjoyment of the camaraderie from these events.

Mr. Woodcox expressed a desire to see more broad outreach events to help the community grow. He acknowledged that political positions could be intimidating to those without formal experience but wanted to set a precedent that it's possible for people his age to make a difference. As a representative of the fourth district, he said he would strive to personify the welcoming dynamic of the city as it continued to expand.

Mr. Woodcox noted that some of District 4 contained homes and citizens who have been in Herriman since before the City's incorporation. He expressed a desire to ensure the existing community is heard while working to provide a high standard of living conditions and showcase the beautiful and empathetic community. He provided additional background, mentioning he was born and raised in Riverton and had been in the area for most of his life, except for serving an LDS mission in Northern California and briefly while attending Utah Valley University before the pandemic.

Councilmember Teddy Hodges asked Mr. Woodcox to provide an example of something good and bad that has come out of the Council in the past decade. Mr. Woodcox responded that development in newer communities, including maintaining the construction of new roads, was positive. However, he felt that several areas of existing infrastructure in Herriman could have had better allocated resources for improvement, citing Rosecrest Road as an example.

Mayor Palmer asked about Mr. Woodcox's career. Mr. Woodcox explained that he currently worked for a Utah-based company called 321 Forms, starting as their tech support manager and now serving as their customer process automation specialist.

Councilmember Jared Henderson asked Mr. Woodcox what he would bring to Herriman or take away from it, if he could choose one thing. Mr. Woodcox responded that he would emphasize accepting the growing culture and diversity in the City, particularly through initiatives like Friends of Herriman. He expressed a desire to give back to the community.

Councilmember Sherrie Ohrn asked what qualifications or qualities Mr. Woodcox thought set him apart from other applicants. Mr. Woodcox acknowledged his lack of government experience but emphasized his desire to use skills learned as a manager in his professional career. He highlighted his leadership qualities of kindness, welcoming nature, and understanding of people's circumstances. Mr. Woodcox shared a personal story, which he felt contributed to his empathetic nature.

Mayor Palmer then invited the second candidate, Terrah Anderson, to present.

Ms. Terrah Anderson introduced herself as a 17-year resident of Herriman, living in the Rosecrest area with her husband and four children. She mentioned having a master's degree in public administration and working for the Governor's Office of Planning and Budget for three years, then being home for 15 years before returning to the same office for the last four years.

Ms. Anderson highlighted her involvement in the community, including serving on the Planning Commission for over two years, having a plot at the Community Garden for seven seasons, and her children's involvement in various City programs. She expressed her belief in the power of communities and the importance of long-range and strategic planning.

Ms. Anderson discussed her understanding of City complexities, including budgets, tax structures, planning and zoning, statutes, and interactions with regional partners and neighboring cities. She expressed her love for the community and her desire to see it succeed, particularly praising the Council's focus on economic development.

Mayor Palmer asked Ms. Anderson if there had been a time when she felt frustrated by the City Council not following a Planning Commission recommendation. Ms. Anderson acknowledged that the Planning Commission and City Council have different roles and considerations. She cited an example involving RV policies where the Planning Commission made a complicated recommendation that the City Council simplified. Ms. Anderson noted that Council had told her that even when they don't follow Planning Commission recommendations exactly, they appreciate the insights provided.

Councilmember Hodges asked if Ms. Anderson would run for the council seat in the upcoming election if not appointed. Ms. Anderson responded that if not selected, she might not run immediately but would consider it in two years when the seat comes up for election again. However, if chosen as the council person, she would plan on running.

Councilmember Henderson asked what Ms. Anderson would bring to Herriman or change about it. Ms. Anderson expressed appreciation for the commercial development that has come in and the existing bus route. She hoped for more transit options and publicity about them to increase usage and prove the need in the City. She also mentioned hopes for the development of Olympia, envisioning interesting commercial and transit opportunities in that denser area.

Councilmember Ohrn asked about Ms. Anderson's thoughts on the City budget, particularly regarding parks. Ms. Anderson acknowledged the high costs associated with parks and the importance of setting aside land for future development when more funds might be available. She emphasized the importance of having walkable parks within a 5 to 10-minute radius and the need to preserve opportunities for the future, even if immediate action isn't possible due to financial constraints.

Mayor Palmer then invited the third candidate, Lorin Smith, to present.

Mr. Lorin Smith introduced himself as a resident of Herriman since 2016. He explained that he chose Herriman intentionally, believing it was a City where families could thrive, growth could be managed wisely, and shared values of responsibility and cooperation would be reflected in the City's leadership.

Mr. Smith highlighted his involvement in the community, including serving with the Herriman for Responsible Growth organization, advocating for development that is economically sound and aligned with residents' long-term visions. He mentioned her active involvement in the Mountain Ridge development process and work with the Council on the park on Sentinel Ridge Boulevard.

Professionally, Mr. Smith noted over 20 years of experience as a United States probation officer, a career rooted in fairness, accountability, and public service. He explained that he retired from that role in 2022 and is currently employed as a background investigator with the Utah Department of Public Safety

and the Utah Highway Patrol. Mr. Smith also mentioned operating a consulting business working with attorneys across the United States who represent clients in federal court.

Mr. Smith emphasized his skills in conflict resolution, decision-making, and interagency collaboration, which he believed would translate directly into a role on the council. He also mentioned her prior experience serving on the Orem City Community Block Grant Committee, which deepened his understanding of the budgeting process and the importance of aligning resources with community needs.

Councilmember Henderson asked Mr. Smith if he still felt Herriman was a great place to raise a family and live, and if he had the bandwidth to serve given his busy career. Mr. Smith affirmed that he still believes Herriman is a great place for families but cautioned that this could change if careful decisions aren't made in the future. Regarding his capacity to serve, Mr. Smith explained that being retired allows him to make his own schedule and has the flexibility to manage commitments.

Councilmember Hodges asked about Mr. Smith's interactions with Herriman for Responsible Growth and her involvement with the Mountain Ridge development and Sentinel Park. He inquired how he handled frustrations during those processes. Mr. Smith acknowledged that there were challenging moments, particularly in his first interaction with Dan McKay. He explained that the experience was an opportunity for personal growth. Mr. Smith discussed his frustrations with some aspects of the Mountain Ridge development but also expressed understanding of the complexities involved in such projects.

Councilmember Ohrn asked Mr. Smith about his perspective on budgeting decisions and their potential impact on Herriman being a place for families. Mr. Smith admitted to lacking a strong financial background but expressed concern about maintaining the quality of life in Herriman while controlling the cost of living. He mentioned his support for the athletic complex idea, believing it could potentially generate income for the City without relying solely on taxes and fees from residents.

Mayor Palmer then invited the final candidate, Steve Perry, to present.

Mr. Steve Perry introduced himself, explaining that he joined the Air Force right out of high school and worked in law enforcement and security for 12 years. He then transitioned to real estate, becoming a broker for 25 years. Mr. Perry mentioned he is currently the CEO for Keller Williams South Valley in Daybreak.

Mr. Perry highlighted his experience as the first mayor of Kearns, explaining how they transitioned from a community council to a township to prevent land annexation. He expressed excitement about the opportunity to work with a larger city like Herriman, which has over 60,000 people and a more diverse tax base beyond just property taxes.

Mr. Perry mentioned his enjoyment of serving on committees, including his role as chairman of the Greater Salt Lake Municipal Services District. He emphasized his love for giving back and service, mentioning his involvement in coaching and refereeing. Mr. Perry noted that he and his family built their dream home in Herriman, where they plan to live permanently.

Councilmember Hodges asked Mr. Perry about his biggest lesson or growth experience from his role in Kearns. Mr. Perry responded that the biggest lesson was learning to utilize the Olympic Oval, their main asset, by working with outside agencies to bring in events and build a revenue base beyond property taxes.

Councilmember Henderson asked how long Mr. Perry had lived in Herriman, what brought him there, and how he would help ensure that the appeal of Herriman stays. Mr. Perry explained that he had been in Herriman for 4 years, moving there after 25 years in Kearns. He expressed regret at not investing in Herriman real estate earlier when 5-acre lots were more readily available. Mr. Perry mentioned his desire to bring his experience working with developers and builders to ensure that the City doesn't get stuck with incomplete infrastructure projects. He also expressed his love for the trails and parks in Herriman and his interest in seeing and providing input on the City's master plan.

Mayor Palmer asked if Mr. Perry felt he had the capacity to serve given his new job role. Mr. Perry assured that he did have the time, mentioning that his children are adults and his spare time is spent with grandchildren. He expressed enthusiasm for serving on committees, representing Herriman City.

Councilmember Ohrn asked Mr. Perry about his experience with the municipal service district and what financial lessons he learned that could be applied to his potential role on the City Council. Mr. Perry explained that in his role overseeing budgets for various townships, they had to carefully consider expenditure requests and often had to turn down proposals that didn't make sense for the whole committee. He emphasized the importance of presenting a strong case for any changes outside of the established plan. Mr. Perry also mentioned the importance of maintaining infrastructure, particularly underground pipes, and finding innovative ways to save money while getting necessary work done.

After all candidates had presented and answered questions, Mayor Palmer thanked them for their willingness to participate in the process. He encouraged all candidates to stay involved in the community, regardless of the outcome of the vote.

Mayor Palmer then explained the voting process. Each Council Member would cast a silent vote on a ballot provided by City Recorder Jackie Nostrom, which would be collected and announced. He noted that if there was a tie, it would be resolved by a coin flip as provided in Utah State Code.

City Recorder Nostrom announced the results as follows:

Ms. Terrah Anderson received three votes. Mr. Steve Perry received one vote.

Mayor Palmer congratulated Ms. Terrah Anderson on becoming the newest member of Council. He reiterated his appreciation for all candidates and encouraged them to stay involved in the community.

*Councilmember Hodges moved to approve resolution number R29-2025 appointing Terrah Anderson to fill the midterm vacancy for the Herriman City Council District 4 office. Councilmember Henderson seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

*The motion passed unanimously.*

Councilmember Henderson encouraged all candidates to consider running for office in the future. He emphasized the importance of community involvement in local government and the significance of having multiple candidates on the ballot.

### 3. Oath of Office Ceremony

City Recorder Nostrom conducted the Oath of Office for Councilmember Terrah Anderson.

### 4. Adjournment

*Councilmember Henderson moved to adjourn the special City Council meeting at 6:27 p.m. Councilmember Ohrn 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 May 15, 2025. This document constitutes the official minutes for the Herriman City Council Meeting.*



Jackie Nostrom, MMC  
City Recorder





## STAFF REPORT

**DATE:** May 29, 2025

**TO:** The Honorable Mayor and City Council

**FROM:** Michael Maloy, City Planner

**SUBJECT:** Approve a resolution to declare a property segment located partially within the Mountain View Corridor at 5149 & 5151 W 11800 South and owned by the Utah Department of Transportation as “impracticable” for the development of a Transit Station Area Plan– Michael Maloy, City Planner

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### **RECOMMENDATION:**

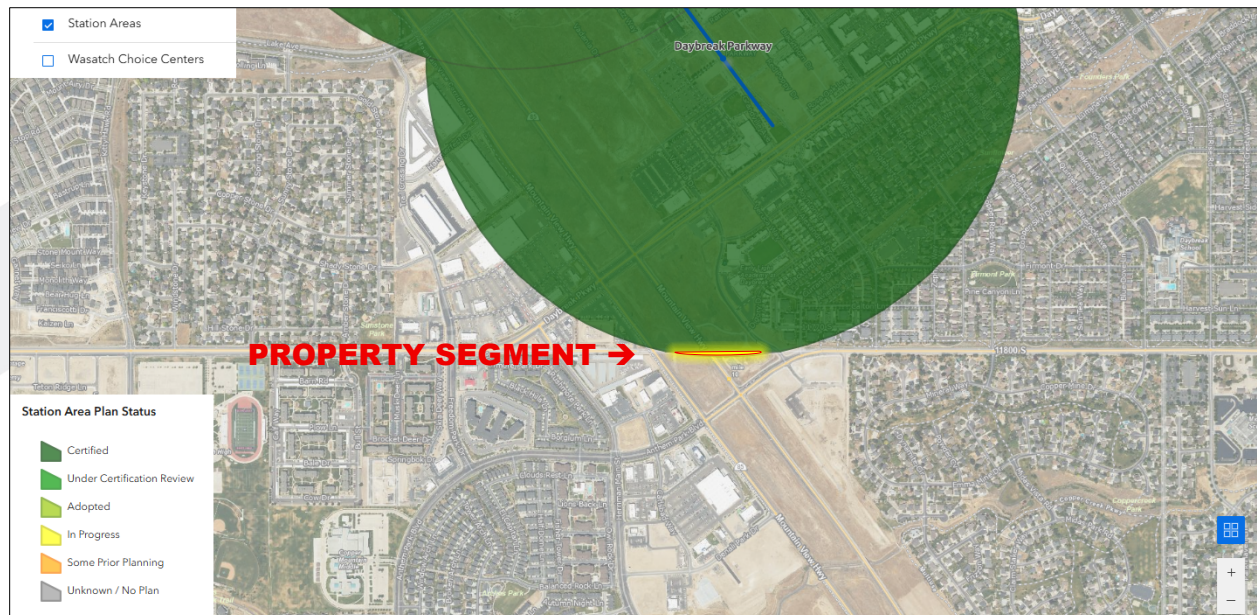
Staff recommends the Council approve a resolution to declare property located partially within the Mountain View Corridor right-of-way at 5149 and 5151 W 11800 South and owned by the Utah Department of Transportation as “impracticable” for development of a Transit Station Area Plan.

### **ISSUE BEFORE COUNCIL:**

Should the City Council approve the resolution as proposed?

### **BACKGROUND & SUMMARY:**

Wasatch Front Regional Council recently identified a “property segment” in Herriman that is within a one-half-mile radius of the Daybreak Parkway Station, which is shown in the following map:



## **DISCUSSION:**

Utah State Code 10-9a-403.1 requires all properties located within one-half mile of a “fixed guideway public transit” station, such as the TRAX Daybreak Parkway Station located at 11405 S Grandville Avenue in South Jordan, to be included in a “Station Area Plan” (SAP)—which South Jordan completed for this station. However, because the “property segment” highlighted on the preceding map is within Herriman, it could not be included in South Jordan’s SAP.

To resolve this technicality, Wasatch Front Regional Council (WFRC) staff requested Herriman City approve a resolution that declares the property segment, which is (1) approximately  $\pm 1.082$  acres, (2) owned by the Utah Department of Transportation, and (3) partially located within the Mountain View Highway corridor to be “impracticable” for development and therefore should be exempt from the State’s “Station Areas Plan” requirement. Given the configuration of the property and its location, a designation of impracticability is fully justified. Following approval, the resolution will be forwarded to the Regional Growth Committee for approval of the exemption.

## **STRATEGIC PLAN:**

Approval of the draft resolution is consistent with the following Strategic Plan statements:

- **ES 4 – Regional relationships and planning**  
Recognizing that Herriman is part of a larger metropolitan area, establish relationships and leverage joint interests to provide services economically and efficiently.
- **ES 6.1 – Seek outside funding sources for capital transportation projects**  
Awareness and pursuit of funds available outside the City’s finances will be critical for constructing and maintaining safe and efficient transportation infrastructure.

## **ALTERNATIVES:**

In considering the proposed resolution, the City Council may consider the following alternatives:

- **Approve the draft resolution as proposed,**
- **Approve the draft resolution with modifications** deemed necessary by the City Council,
- **Table the draft resolution** for further consideration at a future meeting (date to be determined) or
- **Deny the draft resolution,** *which may result in Herriman City being deemed “non-compliant” with Utah Code requirements and reduce priority status for transportation funding.*

## **FISCAL IMPACT:**

Approval of the resolution does not obligate the adopted or proposed city budgets.

## **ATTACHMENTS:**

A. Draft Resolution

**HERRIMAN, UTAH**  
**RESOLUTION NO. 2025 -**

**A RESOLUTION TO DECLARE A PROPERTY SEGMENT AS IMPRACTICABLE  
FOR THE DEVELOPMENT OF A STATION AREA PLAN  
AS REQUIRED BY UTAH CODE 10-9A-403.1**

**WHEREAS**, the Herriman City Council (the “Council”) met in a regular session on June 11, 2025, to consider, among other things, a proposed resolution regarding the impracticability of developing a Station Area Plan (the “SAP”) for a property segment within Herriman City (the “City”); and

**WHEREAS**, Utah Code Section 10-9a-403.1 requires the City Council (the “Council”) to review and approve a Station Area Plan (the “SAP”) as an element of the Herriman City General Plan (the “General Plan”) for any area of the City that is located within one-half-mile of an existing or future fixed-guideway public transit station; and

**WHEREAS**, the SAP requirement of Utah Code Section 10-9a-403.1 is considered satisfied if the City Council adopts a resolution describing any existing conditions that make satisfying a portion or all of the SAP objectives impracticable; and

**WHEREAS**, City staff identified a property segment within one-half-mile of Utah Transit Authority’s Daybreak Parkway Station as having impracticable conditions for the development of an SAP due to its diminutive size and location within the Mountainview Highway Corridor, as fully shown in the attached Exhibit 1; and

**AFTER** careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Herriman to approve the proposed Resolution to satisfy the requirements of Utah Code Section 10-9a-403.1.

**NOW, THEREFORE, BE IT RESOLVED** that the Council hereby approves this Resolution to declare a property segment located partially within the Mountain View Corridor at approximately 5149 and 5151 W 11800 South and owned by the Utah Department of Transportation as “impracticable” for the development of a Transit Station Area Plan as shown in Exhibit 1.

**PASSED AND APPROVED** this 11<sup>th</sup> day of June 2025.

**HERRIMAN CITY COUNCIL**

By: \_\_\_\_\_  
Mayor Lorin Palmer

**ATTEST:**

\_\_\_\_\_  
Jackie

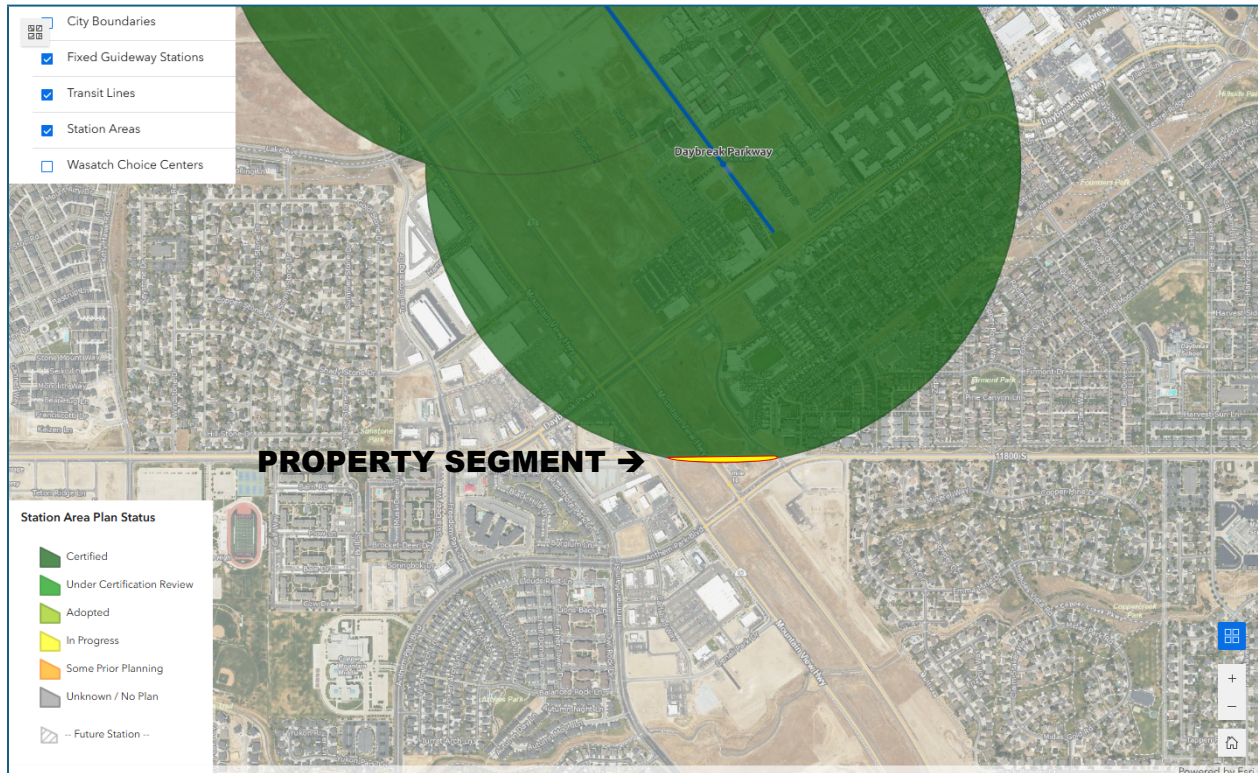
Nostrom,

MMC

City

Recorder

## Exhibit 1



### UTA Daybreak Trax Station WFRC Overlap Legal Description:

Beginning at the North Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence West 298.54 Feet; thence South 7.15 feet, to the POINT OF BEGINNING; running thence East 1,076 feet, to a point on a non-tangent curve to the right with a radius of 2,241.30 feet; running thence along said curve 543.31 feet (long chord bears South 83°03'20" West 541.98 feet), to a point on a tangent curve to the right with a radius of 2,241.30 feet; running thence along said curve 543.31 feet (long chord bears North 83°03'20" West 541.98 feet) to the POINT OF BEGINNING. Containing approximately 47,146 square feet or ±1.082 acres.



## STAFF REPORT

**DATE:** June 04, 2025

**TO:** The Honorable Mayor and City Council

**FROM:** Nathan Cherpeski | Todd Sheeran

**SUBJECT:** Acknowledging changes made to the Creek Ridge Master Development Agreement Amendment #2 per Council's action and direction from the April 23, 2025 meeting.

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### **RECOMMENDATION:**

Staff recommends accepting the attached agreement as conforming with the direction provided by City Council on April 23, 2025.

### **ISSUE BEFORE COUNCIL:**

Should the Council acknowledge and accept the attached agreement as conforming to their past approval?

### **ALIGNMENT WITH STRATEGIC PLAN:**

QL 3: Sports Tourism Destination

### **BACKGROUND/SUMMARY:**

Council approved a draft amendment #2 for the Creek Ridge Master Development agreement on April 23, 2025. Council authorized the City Manager and City Attorney to revise the agreement for structural and non-substantive requests from Land Reserve. At Land Reserve's request the format of the agreement was changed making the agreement look significantly different. Both the City Attorney and the City Manager believe the agreement's key points were not substantially changed. However, due to the visual difference, staff feels it is best for Council to acknowledge the changes and accept this agreement as the final version.

### **DISCUSSION:**

The agreement has visually changed at the request of Land Reserve. They asked to reorder certain paragraphs and sections. Staff met with them and discussed the changes. We determined that the changes were not substantive, and the agreement still protects the City's interests. However, with the visual changes, staff feels it is best to have Council acknowledge that the changes are in conformance with the direction provided by the City Council on April 23, 2025.

**ALTERNATIVES:**

1. Acknowledge the attached agreement as conforming with the City Council's direction from April 23, 2025.
2. Decline to act and provide staff further direction.

**ATTACHMENTS:**

Second Amendment to Creek Ridge Master Development Agreement

When Recorded, Mail to:

Eric B. Robinson  
Kirton McConkie  
50 East South Temple, Suite 400  
Salt Lake City, UT 84111

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Space Above This Line for Recorder's Use

**SECOND AMENDMENT TO  
MASTER DEVELOPMENT AGREEMENT FOR CREEK RIDGE**

This Second Amendment to the Creek Ridge Master Development Agreement ("Second Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Herriman City, a Utah municipal corporation (the "City"), and Land Reserve, Inc., a Utah corporation, f/k/a Suburban Land Reserve, Inc. ("Master Developer").

**RECITALS**

A. Unless otherwise defined in the body of this Second Amendment, the capitalized terms used in the Second Amendment are defined in Section 1.2 of the MDA ("Original MDA").

B. On or about April 29, 2014, City and Master Developer executed the Original MDA for a real estate development known as Creek Ridge, located in Herriman City, State of Utah. The MDA was recorded on April 8, 2015, as Entry #12026670, in Book 10313, at Pages 1171-1495 in the Official Records of the Salt Lake County Recorder.

C. On or about August 24, 2022, City and Master Developer executed the First Amendment to Master Development Agreement for Creek Ridge ("First Amendment"). The First Amendment was recorded as Entry #14007970 in the Official Records of the Salt Lake County Recorder. The First Amendment, together with the Original MDA, is referred to herein collectively as the "MDA." The real property described on Exhibit A (the "Property"), attached hereto and incorporated herein by this reference is subject to the MDA.

D. The City has negotiated a series of land swaps with various property owners to, among other things, facilitate the City's development of a regional athletic complex ("Athletic Complex"). As part of such negotiations, LR has agreed to convey to the City the real property described on Exhibit B (the "City Transfer Property"), attached hereto and incorporated herein by this reference.

E. To ensure all parties understood the complexities of facilitating the development of the Athletic Complex, the City and Master Developer entered into that certain Memorandum of Understanding dated \_\_\_\_\_, 2025 (the "MOU"). In order to implement the agreed upon terms and conditions of the MOU, Master Developer and the City have agreed to amend the MDA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Master Developer hereby amend the MDA as follows:

**AMENDMENT**

1. **Land Transfer (34.281 Acres)**. Upon execution of this Second Amendment, Section 7.3 of the Original MDA is amended to acknowledge that within ten (10) days of the Effective Date of this Second Amendment, Master Develop shall transfer to the City the City Transfer Property.

1.1. The City will accept the City Transfer Property via special warranty deed (the “Deed”) in its current “As Is” condition, and the City will not be restricted from future conveyances, except as provided in this Second Amendment. Prior to any development of the City Transfer Property, the City shall ensure that any development is consistent with the City's General Plan.

1.2. The City agrees that the City Transfer Property will be restricted to single-family residential or open space use only, and that no portion of the City Transfer Property may be used for multi-family residential purposes or single-family rental projects (i.e., build-to-rent, low-density residential housing, co-living developments, or similar long-term rental investment projects) (collectively, the “Use Restriction”). The City agrees that The Church of Jesus Christ of Latter-day Saints and its affiliates will be a direct third-party beneficiary of the Use Restriction, and be entitled to exercise all remedies available at law or in equity to enforce the Use Restriction. At the time Master Developer records the Deed, the Master Developer and the City will execute and record a restrictive covenant against the City Transfer Property providing record notice of the Use Restriction.

1.3. By taking title to the City Transfer Property, the City agrees that the City Transfer Property will at all times be subject to the terms and conditions of that certain Easement Agreement (“Easement Agreement”) dated September 28, 2012, recorded September 28, 2012, as Entry No. 11481848, in Book 10061, at Page 4509, in the Official Records of the Salt Lake County Recorder.

1.4. The City shall be solely responsible for the payment of any rollback taxes that may be assessed against the City Transfer Property as a result of the transactions contemplated herein.

2. **Land Transfer (.76 Acres)**. Master Developer owns approximately .76 acres of open space at 6776 West Herriman Boulevard, which real property is more particularly described on Exhibit C, attached hereto. Within ten (10) days of mutual execution of this Second Amendment, Master Developer shall transfer the .76 acres to the City.

2.1. The .76 acres will be transferred to the City via special warranty deed, and the City accepts the .76 acres in its “As Is” condition, and the City shall not be restricted on future conveyances, except as provided herein.

2.2. The City shall be solely responsible for the payment of any rollback taxes that may be assessed against the property as a result of the transactions contemplated herein.

2.3. Prior to any development, the City shall ensure that any development is consistent with the City's General Plan.

3. **Covenant Not to Sue**. Master Developer discloses to the City pursuant to that certain Real Property Purchase, Sale, and Exchange Agreement dated June 20, 2011 (“Kennecott Exchange Agreement”), that with respect to certain real property owned the by Kennecott Copper Utah LLC, a Utah limited liability company (“Kennecott”), which real property is more particularly described on Exhibit D (the “Kennecott Property”), attached hereto and incorporated herein by this reference, Master Developer covenanted for itself and all of its respective affiliates and parent companies, and all successors and assigns of each of the foregoing, to (A) release Kennecott and all of its affiliates, parent companies, or any or all employees, agents, representatives, officers, directors, members, managers, and/or contractors of each of

the foregoing (collectively, the “Kennecott Released Parties”), from any and all claims, (B) not to encourage, urge, or bring suit against the Kennecott Released Parties, (C) not hold the Kennecott Released Parties liable, cause any suit to be brought against the Kennecott Released Parties, or cause the Kennecott Released Parties to be liable for any environmental contamination, issues, or remediation of any kind whatsoever (or from any liability of any kind arising from any of the foregoing), and (D) cause any and all future owners of the property to provide this same release to the Kennecott Released Parties. Master Developer has disclosed to the City that the City Transfer Property is included within the Kennecott Property. As material consideration for entering into this Second Amendment, the City agrees as follows:

3.1. With respect to the Kennecott Property, the City covenants for itself and all of its respective affiliates and parent companies, as applicable, and all successors and assigns of each of the foregoing, to (A) release Kennecott Copper Utah LLC, a Utah limited liability company (“Kennecott”), and all of its affiliates, parent companies, or any or all employees, agents, representatives, officers, directors, members, managers, and/or contractors of each of the foregoing (collectively, the “Kennecott Released Parties”), from any and all claims, (B) not to encourage, urge, or bring suit against the Kennecott Released Parties, (C) not hold the Kennecott Released Parties liable, cause any suit to be brought against the Kennecott Released Parties, or cause the Kennecott Released Parties to be liable for any environmental contamination, issues, or remediation of any kind whatsoever (or from any liability of any kind arising from any of the foregoing), and (D) cause any and all future owners of the Creek Ridge Property to provide this same release to the Kennecott Released Parties.

3.2. Before the transfer of the City Transfer Property, Master Developer and the City will cause to execute and record against the City Transfer Property a notice of covenant not to sue wherein record notice will be provided to each party that obtains title to any portion of the Kennecott Property of its covenant not to sue Kennecott or the Kennecott Released Parties.

4. **City Transfer Property not subject to MDA.** The City and Master Developer agree that upon recording of the Deed, the MDA is amended to reflect that the City Transfer Property is removed in its entirety from the MDA. From and after recording of the Deed, any and all references to the Property in the MDA will exclude the City Transfer Property. It is agreed, however, that any and all amendments to the MDA contemplated under this Second Amendment will take effect immediately upon mutual execution of this Second Amendment. In no event, will the City or any subsequent developer of the City Transfer Property be entitled to any of the rights, entitlements, and privileges afforded under the MDA.

5. **Amendment to Maximum Residential Units.** Upon mutual execution of this Second Amendment, Section 1.2.49 of the Original MDA, and Section 1 of the First Amendment, and all corresponding references in the MDA to the Maximum Residential Units, are amended so that the total Maximum Residential Units in the R-2-10 zone district on the Property will be 1,747, and may be allocated within the Project at the sole and absolute discretion of Master Developer subject to the maximum amount and unit types or uses permitted in each Area. In furtherance of the foregoing, the MDA is amended as follows:

5.1. Section A.3 of Exhibit G “Project Guidelines” to the Original MDA is amended so that the total allowed Residential Dwelling Units for the Project will be amended from 1,720 to 1,747.

5.2. Section C.2 of Exhibit G “Project Guidelines” to the Original MDA is amended so that the total allowed Residential Dwelling Units for the Property will be amended from 1,720 to 1,747, and the first chart for Area A will be deleted in its entirety and replaced with the following:

AREA A	ACRES	UNITS
--------	-------	-------

Multi-family – Apartment Site(s)	30	450
----------------------------------	----	-----

Residential	112	942
<b>Maximum Total Units</b>		<b>1,392</b>

5.3. Section A.3 of Exhibit M “Design Guidelines” is amended so that the total allowed Residential Dwelling Units for the Project will be amended from 1,720 to 1,747.

5.4. Section E.2 of Exhibit M “Design Guidelines” is amended so that the total allowed Residential Dwelling Units for the Property shall be amended from 1,720 to 1,747, and the first chart for Area A is deleted in its entirety and replaced with the following:

<b>AREA A</b>	<b>ACRES</b>	<b>UNITS</b>
Multi-family – Apartment Site(s)	30	450
Residential	112	942
<b>Maximum Total Units</b>		<b>1,392</b>

6. **Satisfaction of Conveyance of Regional Open Space.** Upon mutual execution of this Second Amendment, the MDA is amended with respect to the Regional Open Space as follows:

6.1. Master Developer is deemed to have satisfied its obligation to convey the Regional Open Space under Section 7.1 of the Original MDA. Accordingly, any and all references in the MDA to Master Developer being obligated to convey the Regional Open Space will be deemed as having been fulfilled in its entirety by Master Developer.

6.2. The City and Master Developer agree that notwithstanding the conveyance of the City Transfer Property to the City, and its subsequent removal from the MDA as contemplated under this Second Amendment, the City Transfer Property will be taken into account when calculating the Open Space requirement for the Preliminary PUD by the Vested City’s laws (i.e., 20% of the area within the PUD), as stated in Section 7.2 of the Original MDA.

6.3. The Total Required Open Space described in the Preliminary PUD on Exhibit C to the Original MDA, as amended by the First Amendment, is amended as to read as follows

Total Required Open Space	24.32 Acres
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7. **Regional Recreation Improvements.** Upon execution of this Second Amendment, Section 7.8 of the Original MDA is amended as follows:

7.1. The City is released from its obligation to (i) design and improve the Regional Open Space as a Regional Park, (ii) commence to use good faith efforts to have Salt Lake County place a regional recreational facility on the Regional Open Space as part of the Regional Park (and all corresponding obligations to obtain from Salt Lake County commitments to expend certain funds in furtherance of designing and constructing said regional recreational facility), and (iii) contribute \$2,000,000 towards the development of a multi-use recreational facility. Notwithstanding the foregoing, the City will remain obligated to design, construct, and improve the all trail improvements contemplated to be constructed along Midas Creek and 6400 West. The City and Master Developer agree that trail improvements will provide interconnectivity from the portion of the Property designated as Area A on the Preliminary PUD.

7.2. For clarification purposes, Master Developer and its Subdeveloper(s) will have pedestrian (and bicycle) access from the portion of the Property designated as Area A on the Preliminary

PUD to any Open Space located on the City Transfer Property so that pedestrian interconnectivity will exist between the City Transfer Property and Area A.

8. **Commercial Property.** The MDA contemplates Master Developer developing a minimum of 7 acres of Commercial Property. The parties have agreed that effective upon mutual execution of this Second Amendment, the total acreage required for the Commercial Property will be reduced to a minimum of 3.7 acres. The City agrees that the development of the Commercial Property may be allocated in various proportions and in different locations throughout Area A (meaning, the Commercial Property will not be confined to any specific geographical location). The City and Master Developer agree that if Master Developer develops more commercial property than the minimum requirement of 3.7 acres, then the corresponding residential Density permitted under the MDA will be reduced by 8 units for each additional acre of commercial development, consistent with Section 3.3.2 in the Creek Ridge MDA. In furtherance of this Section 6, the City and Master Developer agree that upon execution of this Second Amendment, the MDA is amended with respect to the Commercial Property as follows:

8.1. The Residential Land Use Summary tab set forth in the Preliminary PUD on Exhibit C to the Original MDA, as amended by the First Amendment, is amended to read as follows:

Residential Land Use Summary	Acres
Total Area	300.00
Commercial	3.7

8.2. The Project Guidelines set forth on Section A.2 of Exhibit G to the Original MDA is amended to read as follows:

“The project is zoned R-2-10 with an approved Preliminary PUD overlay, with the exception of two zoned C-2 commercial pads located throughout Area A of the Property. The total area of these commercial parcels is approximately 3.7 acres.”

9. **Midas Creek Trail.** Upon execution of this Second Amendment, Section 8.1.2 of the Original MDA is amended to clarify that the Midas Creek Trail and related improvements shall be maintained by the City or applicable homeowner's association without reimbursement from Master Developer or any subsequent owner (including owners' associations) of Area A of the Preliminary PUD. The City agrees that Area A of the Preliminary PUD will continue to have pedestrian (and bicycle) access to the Midas Creek Trail.

10. **6400 West Improvements.** The MDA contemplates the allocation of certain design and construction obligations for various roadway and utility improvements, as further described in Exhibit F to the Original MDA. Upon mutual execution of this Second Amendment, the MDA is amended as follows with respect to any and all obligations concerning the design, construction and installation of the 6400 West right-of-way, curbs, gutters, sidewalks, all utilities (including, without limitation, storm drainage), landscaping, lighting and all other horizontal improvements that may be associated with the 6400 West right-of-way as follows (collectively, the “6400 West Improvements”):

10.1. Master Developer will have no obligation whatsoever to design, construct, install, or improve the 6400 West Improvements between Herriman Blvd to the north side of the border of Midas Creek. From and after mutual execution of this Second Amendment, the City will be solely responsible, at the City's sole cost and expense, without reimbursement from Master Developer or Subdeveloper(s), to design, construct, install, and improve the 6400 West Improvements between Herriman Blvd to the north side of the border of Midas Creek.

10.2. Prior to the City designing and constructing its portion of the 6400 West Improvements, the City and Master Developer will work together to ensure the design of 6400 West Improvements takes into consideration the development of Area A, including the upsizing of any improvements required for Area A (if necessary), for which Master Developer will be responsible for any upsizing costs.

11. **Final Procedural Approval of this Second Amendment.** The City will notice, take public comment, and then take action on this matter at a regular meeting of the Council. Following said steps, including any adjustments or modifications the Council may take, Master Developer will seek final approval of same from its governing board. The Second Amendment shall not be effective until it has been approved by the City in a formal meeting and signed by both parties.

IN WITNESS WHEREOF, the City and Master Developer have caused these presents to be signed.

*[Notaries and signatures to follow]*

**CITY**

Herriman City, a municipal corporation

---

NATHAN CHERPESKI, City Manager

ATTEST

---

JACKIE NOSTROM, City Recorder

---

TODD SHEERAN, City Attorney  
*Approved as to form and legality*

STATE OF UTAH                    )  
  ) ss  
COUNTY OF SALT LAKE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me appeared NATHAN CHERPESKI, to me personally known, who being by me duly sworn, did say that he is the City Manager of Herriman City, a municipal corporation, and that the foregoing instrument was signed on behalf of the City by authority of its City Council, and the City Manager acknowledge to me that the they executed the same.

---

NOTARY PUBLIC

**MASTER DEVELOPER**

Land Reserve, Inc., a Utah corporation,  
f/k/a Suburban Land Reserve, Inc.

Signature: \_\_\_\_\_

Print Name: Tyler L. Buswell

Title: President

STATE OF UTAH                    )  
  ) ss  
COUNTY OF SALT LAKE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me appeared Tyler L. Buswell, to me personally known, who being by me duly sworn, did say that he is the President of Land Reserve, Inc., a Utah corporation, f/k/a Suburban Land Reserve, Inc., and that the foregoing instrument was signed on behalf of the Master Developer by authority of its governing board, and they acknowledge to me that the they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

## EXHIBIT A

(Description of the Property)

## EXHIBIT B

(Description of the City Transfer Property)

## EXHIBIT C

(Description of the .76 Acre Property)

## EXHIBIT D

(Description of the Kennecott Property)



## STAFF REPORT

**DATE:** 05/28/2025

**TO:** The Honorable Mayor and City Council

**FROM:** Justun Edwards, Public Works Director

**SUBJECT:** Herriman Community Center Remodel

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**RECOMMENDATION:** Award project to Gladwell Construction with a revised project scope and a not to exceed amount of \$374,390 to remodel the Herriman Community Center.

**ISSUE BEFORE COUNCIL:** Should the City Council award the Herriman Community Center Remodel project to Gladwell Construction?

### **BACKGROUND/SUMMARY:**

The Herriman Community Center (AKA Old City Hall) was constructed in 2002 and functioned as the City Hall until 2017, when the current City Hall was completed. Since 2017, the building has served a variety of functions like storage, meeting space, city office space, community services, education, etc.

The city has received energy efficiency and CDGB grant funds to upgrade the HVAC and lighting systems and remodel portions of the existing building to improve operational efficiencies and more effectively function as a community center.

A consultant was hired in September 2024 to design the remodel of the building. Following several design iterations (final design images below), working through code requirements and federal funding coordination, the project was put out for bid, and the bid opening was held on May 22<sup>nd</sup>.

Three bids were received as shown in Table 1. The lowest responsible bidder was Gladwell Construction.

**Table 1**

<b>Contractor</b>	<b>Bid Amount</b>	<b>Bid Alt Amount</b>	<b>Total Combined Bid Amount</b>
<b>Gladwell Construction</b>	<b>\$ 485,676.94</b>	<b>\$ 24,458.55</b>	<b>\$ 510,135.49</b>
Crew General Contractors	\$ 557,300.00	\$ 43,000.00	\$ 600,300.00
Northway Construction	\$ 650,648.00	\$ 45,000.00	\$ 695,648.00

The Base Bid Amount included the ADA ramp improvements, main floor demolition and remodel, HVAC upgrades, and main floor electrical upgrades. The figures below illustrate the planned improvements. The Bid Alt Amount was to upgrade the basement and exterior building lighting.

The city's overall project budget and available construction funds are shown in Table 2.

**Table 2**

<b>Funding Source</b>	<b>Fiscal Year 25</b>	<b>Fiscal Year 26</b>	<b>Total Budget</b>	<b>Design Cost</b>	<b>Available for Remodel</b>
General Fund (Design)	\$ 30,000.00			\$ 30,000.00	
Additional County Funds (Design)	\$ 25,000.00			\$ 25,000.00	
EECGB (Grant)	\$ 111,860.00				
CDGB (Grant)	\$ 127,530.00	\$ 135,000.00			
	\$ 294,390.00	\$ 135,000.00	\$ 429,390.00	\$ 55,000.00	\$ 374,390.00

As shown in the Tables, the bid was over budget by approximately \$111,000. Because the Base Bid came in over the available budget, the Bid Alt will not be awarded and will be completed with a later phase of the project. Staff approached Gladwell Construction to adjust the project scope to stay within budget and still fully use the grant funds. Gladwell is willing to work with the city to revise the project scope

### **DISCUSSION:**

To fully utilize the grant funds and move the project forward, a not to exceed number matching the available budget will be written in the contract. Before the

contract is executed, staff will work with the contractor to develop a revised itemized scope outlining the work to be completed within the not to exceed amount. The revised scope will be included as an exhibit to the contract.

Additional CDGB funds have been allocated for this project in FY27. At that time, the remaining improvements will be put out to bid along with other planned phased improvements (e.g., kitchen remodel, roof replacement, exterior concrete and asphalt repairs, etc.).

**Strategic Plan:** Create and Sustain a High Quality of Life for Residents

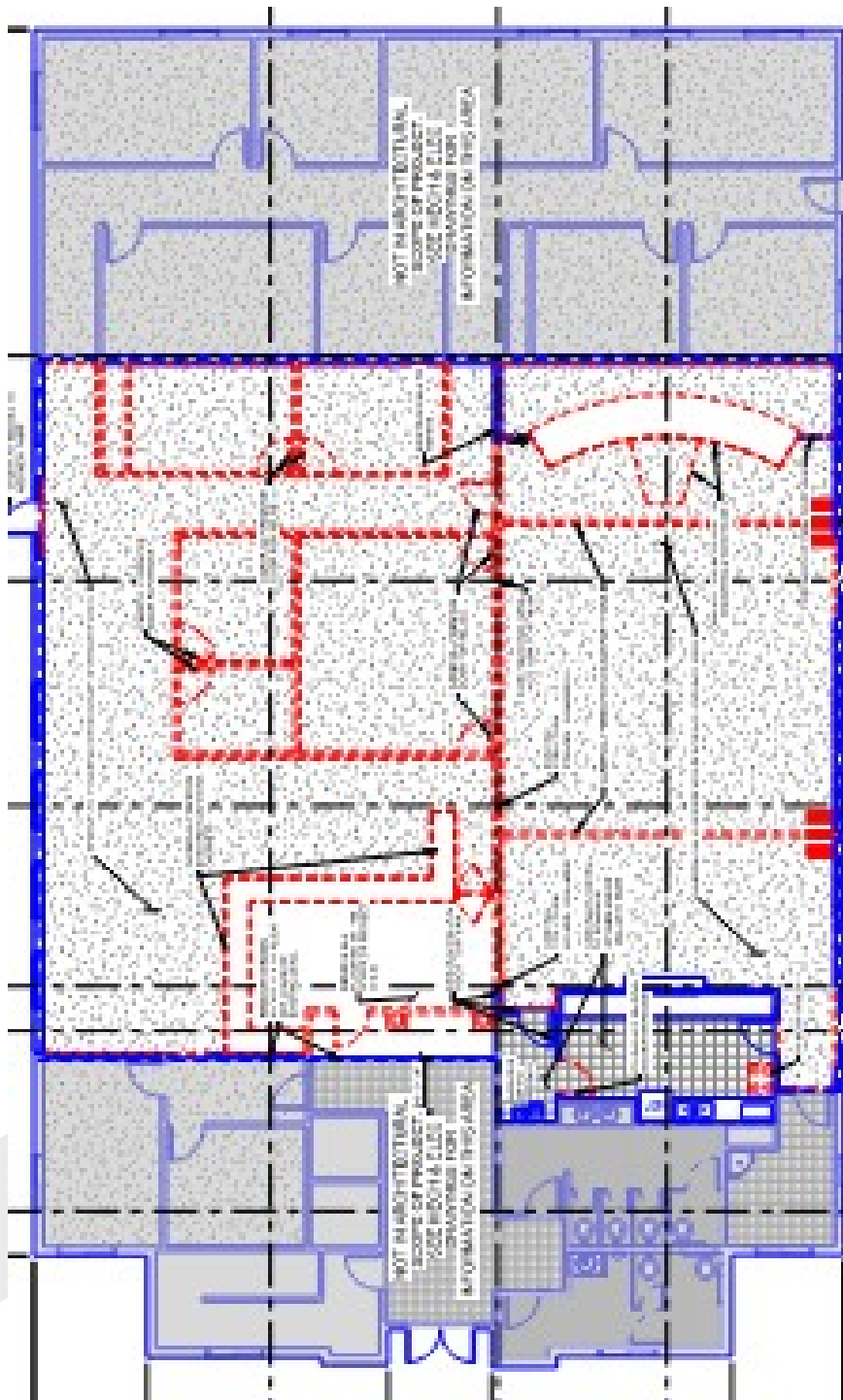
- QL 1- Parks and amenities

**ALTERNATIVES:**

- **(Recommended)** Award the project to Gladwell Construction with the following items included in the contract:
  - a not to exceed amount matching the available budget
  - revised itemized scope outlining the work to be completed within the not to exceed amount
- Staff works with our design consultant to modify the design to reduce the project scope and rebid the project.
  - This would require additional design fees, and the project may still come in above the available budget based on the bidding climate at the time of rebid.
  - This would delay the project and may jeopardize the awarded grant funds.
- Postpone the project and rebid when funds are available to complete the entire project
  - This would delay the project and jeopardize the awarded grant funds.

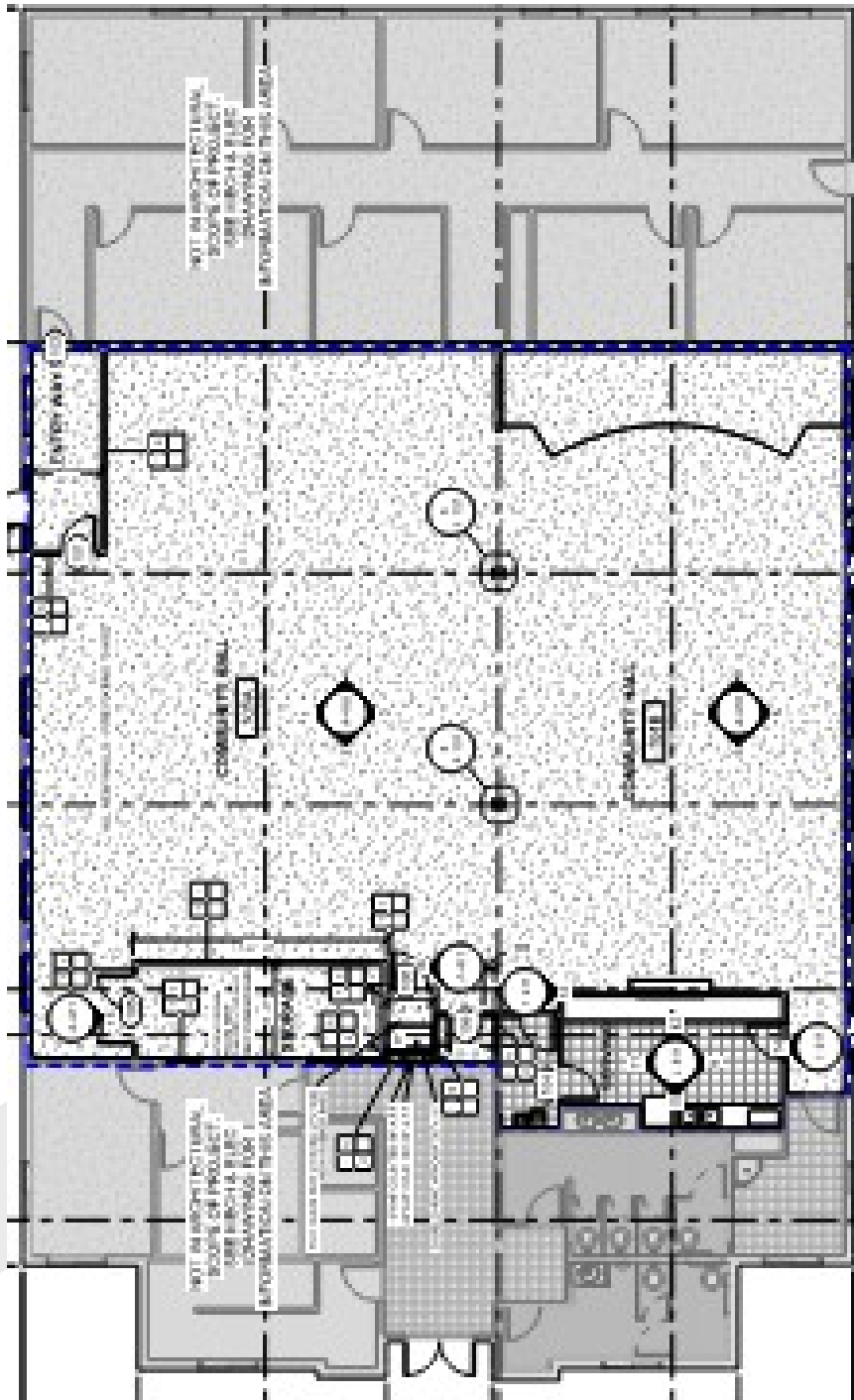
**FISCAL IMPACT:**

- Expenditure of up to \$374,390. These funds are included in the approved FY25 & FY26 budgets.



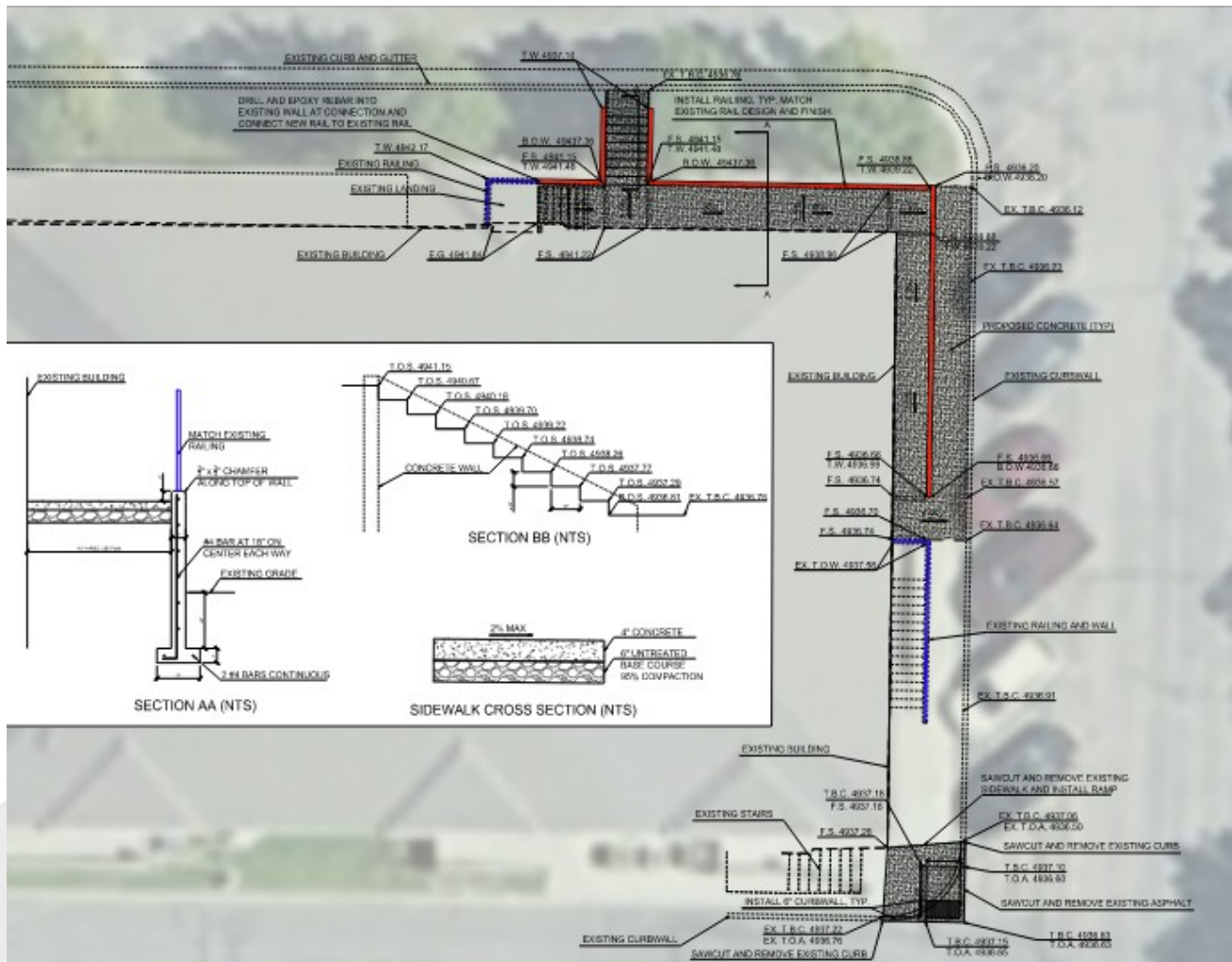
# Demolition

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



# Remodel

5355 W. Herriman Main St. • Herriman, Utah 84096  
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# ADA



## STAFF REPORT

**DATE:** June 1, 2025

**TO:** The Honorable Mayor and City Council

**FROM:** Kyle Maurer, Director of Finance and Administrative Services

**SUBJECT:** Discussion and consideration of an Ordinance adopting a proposed rate of tax and levying taxes upon all real and personal property within the City of Herriman, Utah

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### **RECOMMENDATION:**

Staff recommends a property tax rate increase of 2.89% (December 2024 CPI) above the Certified Tax Rate calculated by the Salt Lake County Auditor.

### **ISSUE BEFORE COUNCIL:**

Should the City Council adopt the certified tax rate as calculated by the Salt Lake County Auditor's Office? Or should the City Council pursue a tax rate in excess of the certified tax rate?

### **ALIGNMENT WITH STRATEGIC PLAN:**

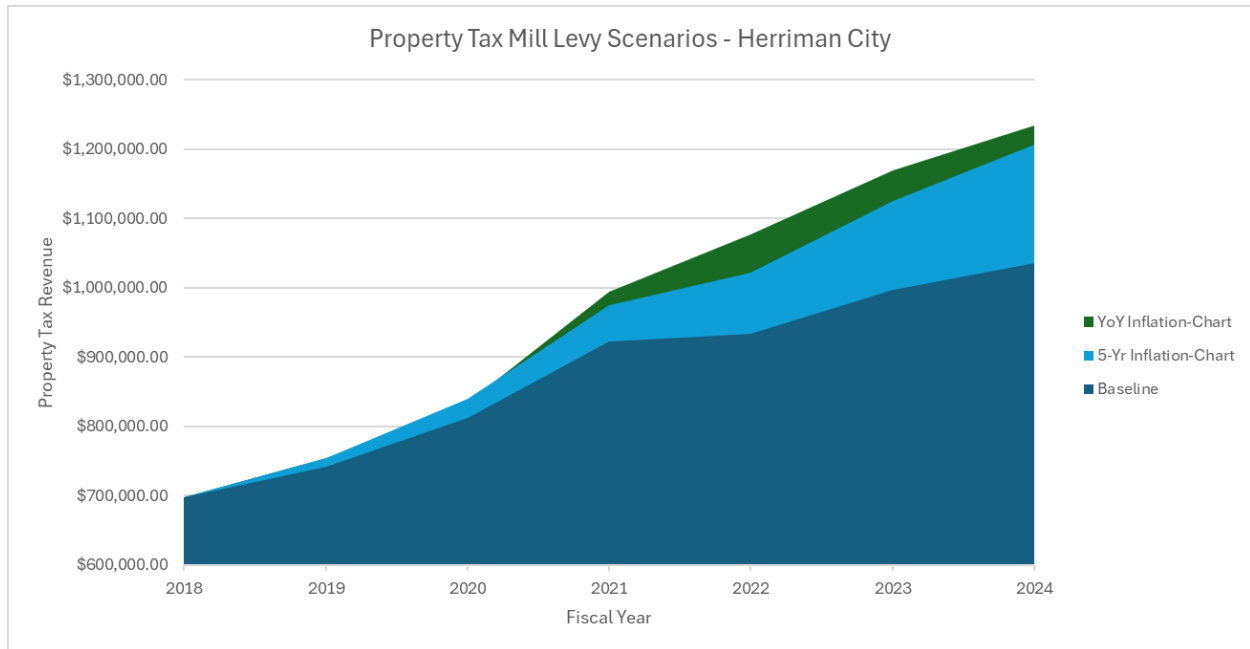
ES 8 – Ensure fiscal sustainability within all City functions.

### **BACKGROUND/SUMMARY:**

The City of Herriman must adopt a final property tax rate by June 22nd or declare an intent to propose a property tax rate increase.

The City has not increased the property tax rate for the City of Herriman since incorporation (general levy). Due to the structure of property taxes in Utah (the only new property tax revenue received is due to new growth), the City has lost purchasing power due to inflation over the years.

The chart below shows the impact in lost purchasing power from inflation since 2018. Anything above the base line is lost purchasing power.



That lost purchasing power represents a road project we can't complete, or a park improvement that must be delayed. The \$2 per year increase for the average priced home will help the City retain purchasing power.

### **DISCUSSION:**

For tax year 2024 the average home value in Herriman was \$613,600. Based on this value, and assuming the property qualifies for the residential tax exemption of 45 percent, the amount of tax paid in tax year 2024 was as follows:

Entity	Rate	Amount	%
Salt Lake County	0.0014410	\$ 486	13%
Multicounty Assessing & Collecting Levy	0.0000150	5	0%
Jordan School District	0.0053900	1,819	49%
Herriman City	0.0001870	63	2%
Herriman Fire Service Area	0.0012670	428	11%
Herriman City Safety Enforcement Area	0.0014220	480	13%
South Salt Lake Valley Mosquito Abatement District	0.0000090	3	0%
Jordan Valley Water Conservancy District	0.0003210	108	3%
South Valley Sewer District	0.0001870	63	2%
Central Utah Water Conservancy District	0.0004000	135	4%
Salt Lake County Library	0.0004460	151	4%
	<b>0.0110850</b>	<b>\$ 3,741</b>	

Of the \$3,741 paid in property taxes, \$63 went to the City of Herriman (2% of the overall tax bill). Increasing the tax rate by 2.89% would cost the average taxpayer an additional \$2 per year.

**ALTERNATIVES:**

The City Council may choose to adopt the Certified Tax Rate, propose a tax rate in excess of the Certified Tax Rate, or accept a rate lower than the Certified Tax Rate.

**FISCAL IMPACT:**

Fiscal impact is dependent on the tax rate decided by the City Council. A 2.89% increase in the Certified Tax Rate would yield approximately \$30,800 in additional revenue.

**ATTACHMENTS:**

Resolution

**HERRIMAN, UTAH**

**ORDINANCE NO.**

**AN ORDINANCE OF HERRIMAN CITY ADOPTING A PROPOSED RATE OF TAX AND LEVYING TAXES UPON  
ALL REAL AND PERSONAL PROPERTY WITHIN HERRIMAN CITY, UTAH**

**WHEREAS**, the City is required by State law to set the real and personal property tax levy for various municipal purposes by June 22, 2025, pursuant to Utah Code § 10-6-133; and

**WHEREAS**, the City desires to accept the tax rate and revenue (also known as the Certified Tax Rate) as calculated by the Salt Lake County Auditor's Office; and

**WHEREAS**, in accordance with applicable provisions of State law, the City Council desires to set the proposed real and personal property tax levy for various municipal purposes as more particularly provided herein.

**NOW, THEREFORE, BE IT ORDAINED by the Council as follows:**

**Section 1.** Enactment. The tax year 2025 real and personal property tax levy for fiscal year 2026 shall be proposed as follows:

<b>Fund</b>	<b>Tax Rate</b>	<b>Revenue</b>
General	[As Determined by the Salt Lake County Auditor]	[As Determined by the Salt Lake County Auditor]

**Section 2.** Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts, and provisions of this Ordinance shall be severable.

**Section 3.** Effective Date. This Ordinance shall become effective immediately upon its passage. A copy of this Ordinance shall be forwarded to the Salt Lake County Auditor's Office and the State Tax Commission in accordance with Utah Code Ann § 59-2-913.

PASSED AND APPROVED BY THE Council of Herriman, Utah, this 11th day of June 202.

HERRIMAN CITY COUNCIL

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Mayor Lorin Palmer

ATTEST:

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Jackie Nostrom, MMC City Recorder

**HERRIMAN, UTAH**

**ORDINANCE NO.**

**AN ORDINANCE OF HERRIMAN CITY ADOPTING A PROPOSED RATE OF TAX AND LEVYING TAXES UPON  
ALL REAL AND PERSONAL PROPERTY WITHIN HERRIMAN CITY, UTAH**

**WHEREAS**, the City is required by State law to set the real and personal property tax levy for various municipal purposes by June 22, 2025, pursuant to Utah Code § 10-6-133; and

**WHEREAS**, the City is pursuing a tax rate increase (above the Certified Tax Rate calculated by the Salt Lake County Auditor's Office) in accordance with Utah Code § 59-2-912; and

**WHEREAS**, in accordance with applicable provisions of State law, the City Council desires to set the proposed real and personal property tax levy for various municipal purposes as more particularly provided herein.

**NOW, THEREFORE, BE IT ORDAINED by the Council as follows:**

**Section 1.** Enactment. The tax year 2025 real and personal property tax levy for fiscal year 2026 shall be proposed as follows:

<b>Fund</b>	<b>Tax Rate</b>	<b>Revenue</b>
General	[Determined by City Council]	[Determined by Tax Rate]

**Section 2.** Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts, and provisions of this Ordinance shall be severable.

**Section 3.** Effective Date. This Ordinance shall become effective immediately upon its passage. A copy of this Ordinance shall be forwarded to the Salt Lake County Auditor's Office and the State Tax Commission in accordance with Utah Code Ann § 59-2-913.

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HERRIMAN CITY COUNCIL

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Mayor Lorin Palmer

ATTEST:

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Jackie Nostrom, MMC City Recorder