



PLANNING COMMISSION AGENDA

Wednesday, September 03, 2025

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

6:00 PM WORK MEETING (Fort Herriman Conference Room)

1. Commission Business

- 1.1. Review of City Council Decisions – Michael Maloy, Planning Director
- 1.2. Presentation and discussion of potential amendments to the Crescent Commercial Development Master Development Agreement for ±15.5 acres of property located approximately at 5452 W Herriman Boulevard in the C-2 Commercial Zone and owned by Herriman 73 Partners LLC – Michael Maloy, Planning Director
- 1.3. Presentation and discussion of a Utah Code requirement to add a Water Use and Preservation Element to the Herriman City General Plan – Susan Petheram, AICP, FFKR Architects (consultant)
- 1.4. Presentation and discussion of potential single-family residential development patterns and standards for Herriman – Michael Maloy, AICP, Planning Director
- 1.5. Presentation and discussion of Herriman City Land Development Code, standards, policies, and best practices to ensure compliance with the Utah State Code and the adopted General Plan – Michael Maloy, Planning Director

2. Adjournment

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

NOTICE IS HEREBY GIVEN that the
Regular Herriman Planning Commission meeting scheduled for
Wednesday, September 03, 2025 has been **CANCELLED**

Please plan to join us for the Future Meetings

Next City Council Meeting: September 10, 2025

Next Planning Commission Meeting: September 17, 2025

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

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

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Commission will be asked to complete a written comment form and present it to the City Recorder. In general, the chair will allow an individual three minutes to address the Commission. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. This policy also applies to all public hearings.

I, Angela Hansen, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.gov, Posted and dated this 28th day of August 2025
Angela Hansen, Deputy City Recorder

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



STAFF MEMORANDUM

Date: September 3, 2025

To: Herriman City Planning Commission

From: Michael Maloy, AICP, Planning Director

Re: Presentation and discussion of potential amendments to the Crescent Commercial Development Master Development Agreement for ±15.5 acres of property located approximately at 5452 W Herriman Boulevard in the C-2 Commercial Zone and owned by Herriman 73 Partners LLC.

RECOMMENDATION:

Staff recommends the Planning Commission review the attached materials and consider the information presented during the September 3, 2025, Planning Commission Work Meeting.

ISSUE BEFORE COMMISSION:

What questions or concerns, if any, might the Planning Commission have with the proposed amendment?

BACKGROUND & SUMMARY:

The applicant is requesting amendments to the Crescent Commercial Development Master Development Agreement (MDA). The primary intent of the proposal is to accommodate the development of retail businesses that also require warehouse space for light manufacturing and shipping, which uses are not currently allowed within the C-2 Zone or MDA (see Attachment A).

DISCUSSION:

Due to the parcel's unusual shape and development limitations associated with an engineered “soil cap” that was constructed to mitigate soil contaminants, the vacant property has been difficult to develop. However, the property has recently attracted the interest of a successful, locally owned retail business that is exploring relocating its operations to the subject property. However, initial discussions with the City, property owner, and potential occupant identified elements of the MDA that must be amended to facilitate the proposal. The required amendments are described within Attachment B.

ALTERNATIVES:

Whereas this agenda item is for discussion only, no alternatives are currently warranted.

ATTACHMENT:

- A. Crescent Commercial MDA
- B. Draft MDA Amendment

After recording, please send to:

Herriman City
Attn: City Recorder
5355 West Herriman Main Street
Herriman, Utah 84096

And

Herriman 73 Partners LLC
10771 South Rippling Bay
South Jordan, UT 84009

Affected Parcel No(s):26253590040000

14070338 B: 11399 P: 9677 Total Pages: 21
02/08/2023 01:53 PM By: adavis Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HERRIMAN CITY
5355 W HERRIMAN MAIN ST HERRIMAN, UT 84096



MASTER DEVELOPMENT AGREEMENT

FOR

CRESCENT COMMERCIAL DEVELOPMENT

This Master Development Agreement is between Herriman City, a Utah municipal corporation, and Herriman 73 Partners LLC, a Utah limited liability company. This MDA is effective on the date the last party executes this MDA as indicated by the date stated under that party's signature line.

Recitals

- A. Owner owns all of the Property.
- B. Master Developer owns the Property.
- C. The Property is subject to the planning and land use ordinances of Herriman City.
- D. The Property is currently zoned C-2.
- E. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this MDA, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.
- F. The Parties acknowledge that development of the Property will result in planning and economic benefits to the City and its residents by, among other things, requiring orderly development, in-place remediation of imported soils containing heavy metals, and prohibiting certain less desirable uses, of the Property.
- G. The Parties understand that the intent of this MDA 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. The Master Developer seeks to develop and use the Property in accordance with the Master Plan.
- I. The City, acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, and the City's Vested Laws, 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 MDA for the purpose of regulating the development the Property pursuant to the terms contained herein and the underlying rezone regulations.
- J. This MDA and all of its associated "legislative", "broad, competing policy-considerations" and "generally applicable" decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on September 01, 2022 pursuant to Utah Code Section 10-9a-532(2)(iii), in making a recommendation to the City Council.
- K. The City believes that this MDA and the Zoning of the Property constitute the

completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

L. The City intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this MDA relating to “fixed criteria” are “administrative” in nature.

M. This City’s entry into this MDA is authorized by the adoption of an Ordinance on October 12, 2022.

Now, therefore, the Parties agree as follows:

Terms

(1) **Incorporation.** The foregoing Recitals and attached Exhibits are hereby incorporated into this MDA.

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

ADMINISTRATIVE MODIFICATIONS: means those modifications to this MDA that can be approved by the Administrator pursuant to Section.

ADMINISTRATOR: means the person designated by the City as the Administrator of this MDA.

APPLICANT: means a person or entity submitting a Development Application.

BUILDOUT: means the completion of all of the development on all of the Project in accordance with the approved plans.

CITY: means Herriman City, a political subdivision of the State of Utah.

CITY’S FUTURE LAWS: means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

CITY’S VESTED LAWS means the ordinances, policies, standards and procedures of the City in effect as of the date of the execution of this MDA. A relevant portion of the City’s Vested Laws is attached as **Exhibit D**, with each party having a full digital copy.

COMMERCIAL SITE: means a portion of the Project being developed for commercial, mixed use, retail, office or any other use that is not exclusively residential.

COMMERCIAL SITE PLAN: means a Development Application for developing a Commercial Site that does not require a Subdivision.

DEFAULT: means a material breach of this MDA.

DENIAL/DENIED: means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

DEVELOPMENT: means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site or any of the Intended Uses.

DEVELOPMENT APPLICATION: means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.

DISPUTE: means and disagreement between the Parties regarding the administration or implementation of the MDA, including but not limited to Denial or a Default.

LUDMA: means the Municipal Land Use, Development, and Management Act, Utah Code § 10-9a-101, *et seq.*

MASTER DEVELOPER: means **Herriman 73 Partners LLC**, a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

MASTER PLAN: means the general layout of the types and areas of development of the Project as illustrated on **Exhibit C**.

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

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

OWNERS: means Herriman 73 Partners LLC

PARTIES: means all or the relevant group of Owners, Master Developer and the City.

PARTY: means either Owner, Master Developer or the City

PROJECT: means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this MDA.

PROPERTY: means that approximately fifteen and a half (15.5) acres of real property owned or controlled by Master Developer more fully described in **Exhibit A**.

SUBDIVISION: means the division of any portion of the Project into developable lots pursuant to LUDMA.

SUBDIVISION APPLICATION: means the application to create a Subdivision.

ZONING: means the zonings for the respective Property as shown on the Zoning Map and more fully detailed in **Exhibit B**.

ZONING MAP: means the map of the zoning for the respective Property, **Exhibit B**.

(3) **Vested Rights and Reserve of Legislative Powers.**

(a) Vested Rights. Consistent with the terms and conditions of this MDA, Master Developer has the vested right, as defined by Utah Code § 10-9a-509 and as that term is construed in Utah's common law, to develop and construct the Project during the term of this MDA in accordance with the terms of this MDA, the Master Plan, and the City's Vested Laws. In the event of a conflicting terms, the order listed in this section shall be the order of control (i.e. this MDA controls, then the Master Plan, etc.).

(b) Reserved Legislative Powers. The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2022) and the United States, the City's authority to limit its police power by contract has certain restrictions. As such, 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 Master Developer under this MDA and with respect to use under the zoning designations as referenced in this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this MDA shall be of general application to all development activity in the City and, unless the City declares an emergency, the Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the 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) *Agreement by the Parties*. The City's Future Laws that the Parties agree in writing to the application thereof to the Project.

(ii) *State and Federal Compliance*. The City's Future Laws that are generally applicable to all Property in the City and which are required to comply with State and Federal laws and regulations affecting the Project.

(iii) *Codes*. The City's Future Laws 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 the State or Federal governments and are required to meet 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 Property, 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 not in Conflict with this MDA*. The City regulations, ordinances, resolutions, or policies adopted after the date of this MDA that are not in conflict with the terms and conditions for development of the Property established by this MDA, which are generally applicable throughout the City and which do not materially increase the cost of developing the Project nor diminish the rights the Master Developer to develop the Project on the terms set forth in this MDA.

(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.

(4) **Master Developer Obligations.**

(a) Attached as Exhibit C is the Uses and Design Standards Exhibit that details the uses and development standards that the City and the Master Developer have agreed will result in the development bringing the greatest benefit to the City and should govern the Property.

(5) **Administrative Modifications.** The following modifications to this MDA may be considered and approved by the Administrator.

(a) Infrastructure. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

(b) Minor Amendment. Any other modifications deemed to be minor modifications by the Administrator.

(c) Application to Administrator. Applications for Administrative Modifications shall be filed with the Administrator.

(d) Administrator's Review of Administrative Modification. The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

(6) **Term.** This MDA 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 MDA shall not extend further than a period of fifteen (15) years from the Effective Date.

(7) **Default.**

(a) Notice. If the Master Developer fails to perform their respective obligations hereunder or to comply with the terms hereof, 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 MDA 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 (9)(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 MDA, 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 9(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 MDA.

(8) **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 Master Developer: Herriman 73 Partners LLC
10771 South Rippling Bay
South Jordan, UT 84009

With a Copy to: Heather McDougald, Legal Counsel
High Ground Development Inc.

1982 West Pleasant Grove Blvd., Ste. J
Pleasant Grove, UT 84062
hmcDougald@highground.dev

If to Owner:

Herriman 73 Partners LLC
10771 South Rippling Bay
South Jordan, UT 84009

With a Copy to:

Heather McDougald, Legal Counsel
High Ground Development Inc.
1982 West Pleasant Grove Blvd., Ste. J
Pleasant Grove, UT 84062
hmcDougald@highground.dev

(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 MDA 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 MDA are inserted for convenience only and shall not control or affect the meaning or construction of any provision this MDA.

(e) Authority. The Parties to this MDA represent that they have full power and authority to enter into this MDA, and that all necessary actions have been taken to give full force and effect to this MDA. Master Developer 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. Master Developer and City warrant to each other that the individuals executing this MDA on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Master Developer represents to City that by entering into this MDA Master Developer has bound all persons and entities having a legal or equitable interest to the terms of this MDA as of the Effective Date.

(f) Entire Agreement. This MDA, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain the entire MDA 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 MDAs, regulatory approvals and related conditions.

(g) Amendment. This MDA 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 MDA shall be recorded in the official records of the Salt Lake County Recorder's Office.

(h) Severability. If any of the provisions of this MDA are declared void or unenforceable, such provision shall be severed from this MDA. This MDA shall otherwise remain in full force and effect provided the fundamental purpose of this MDA and Master Developer's ability to complete the development of the Property is not defeated by such severance.

(i) Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this MDA. The Parties shall agree that the venue for any action commenced in connection with this MDA 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 MDA, 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 MDA or to enforce a provision of this MDA, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

(l) Binding Effect. The benefits and burdens of this MDA 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 MDA shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

(m) No Third-Party Rights. The obligations of Master Developer and City set forth in this MDA 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 Master Developer under this MDA may be assigned in whole or in part with the consent of the City as provided herein.

(i) *Selling of Parcels or Subdivision*. 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) *Transfer*. The Master Developer may transfer all or any part of the

Property to any entity "related" to the Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), the Master Developer's entry into a joint venture for the development of the Project, or the Master Developer'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 Master Developer 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.

(iii) *Time for Objection.* Unless the City objects in writing within ten (10) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

(iv) *Denial.* The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owners or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City.

(o) No Agency Created. Nothing contained in this MDA shall create any partnership, joint venture, or agency relationship between the Parties.

(p) Estoppel Certificate. Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

(q) Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this MDA, the City, Owners and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owners and Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Trey Orsak. The Owners' Representative shall be Larry Myler. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

(9) Recordation and Running with the Land. This MDA shall be recorded in the chains of title for the Property. This MDA shall be deemed to run with the land. The relevant portion of the City's Vested Laws shall codified in Exhibit D with a full digitized copy of the City's Vested Laws provided to each Party and recorded with the City Recorder.

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

[SIGNATURE PAGES FOLLOW]

Table of Exhibits

Exhibit A	Legal Description
Exhibit B	Zoning Map
Exhibit C	Uses and Design Standards Exhibit
Exhibit D	Portion of City Vested Laws

HERRIMAN CITY

Approved as to form:

Signature: [Signature]
By: Lorin Palmer
Its: Mayor
Date: 11-29-2022

[Signature]
Office of the City Attorney

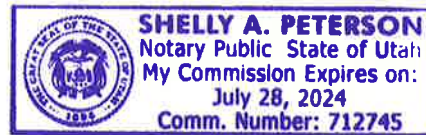
State of Utah)

:ss

County of Salt Lake)

On this 29 day of November, 2022, 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.

[Signature]
Notary Public



MASTER DEVELOPER

Signature: _____

By: Larry Myler

Its: Manager

Date: _____

11-30-22

State of Utah)

County of Salt Lake)^{SS}

On this 30th day of November, 2022., personally appeared before me Larry

Myler (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 Herriman 73 Partners, a Utah limited liability company, and that said document was signed by him/her in behalf of said corporation by authority of its Operating MDA or by Resolution, and said Larry Myler (name of document signer) acknowledged to me that said corporation executed the same.



Notary Public

OWNER

Signature: _____

By: Larry Myler

Its: Manager

Date: _____

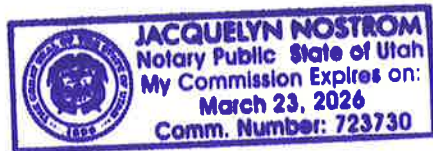
11-30-22

State of Utah)

County of Salt Lake)^{SS}

On this 30th day of November, 2022., personally appeared before me Larry Myler

(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 Herriman 73 Partners, a Utah limited liability company, and that said document was signed by him/her in behalf of said corporation by authority of its Operating MDA or by Resolution, and said Larry Myler (name of document signer) acknowledged to me that said corporation executed the same.





Notary Public

EXHIBIT A

(Property Description)

Crescent Piece:

MILLER CROSSING HERRIMAN COMMERCIAL LOT 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN HERRIMAN CITY, SALT LAKE COUNTY, UTAH

MILLER CROSSING HERRIMAN COMMERCIAL, LOT 2 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Contains: 675,180 Sq. Ft., or 15.50 Ac.

EXHIBIT B

(Zoning Map)

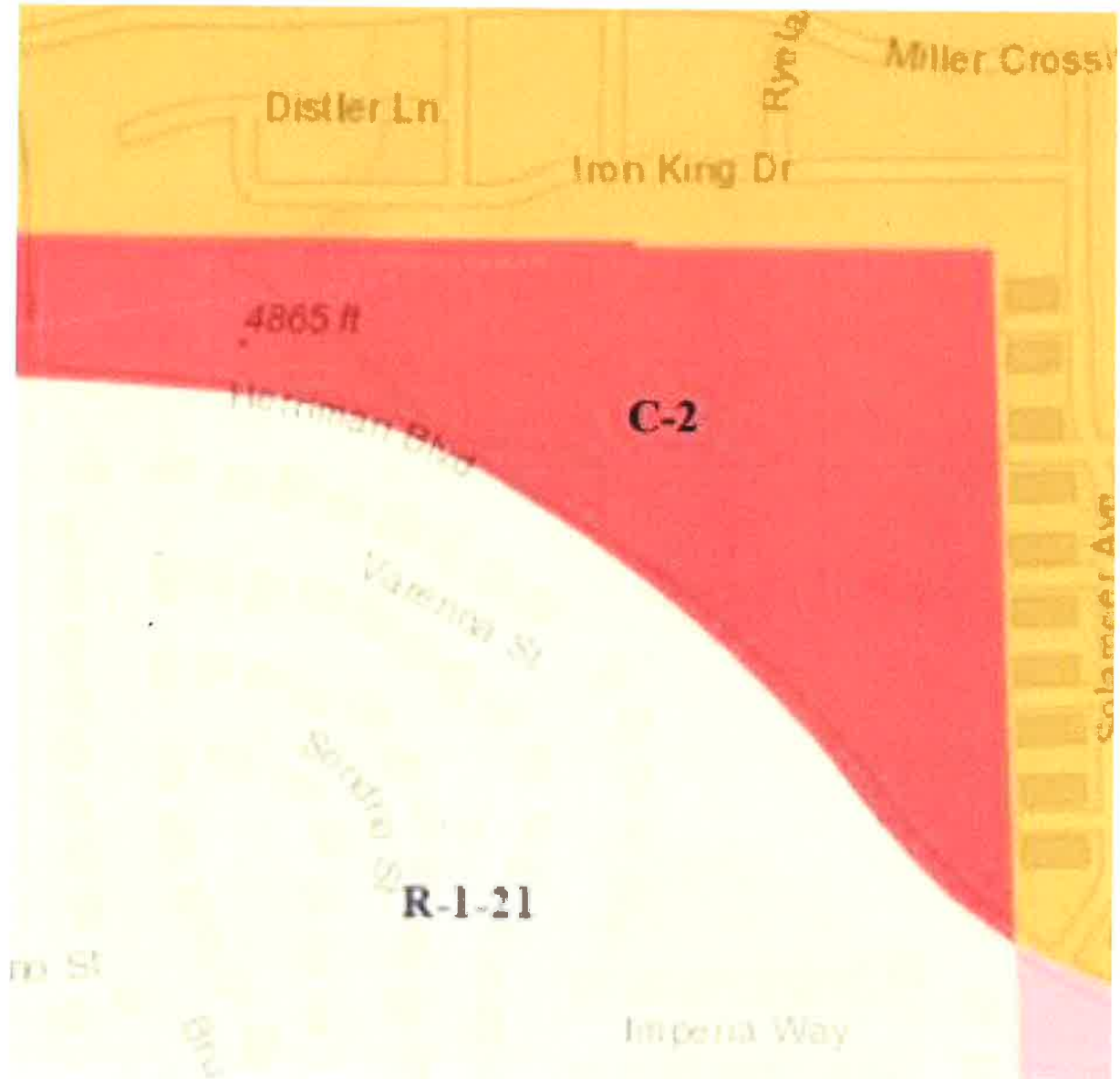


EXHIBIT C

(Uses and Design Standards Exhibit – “Crescent”)

The provisions of this exhibit shall apply only to real property located the map attached hereto as Exhibit A and referenced in the Master Development Agreement as the “Crescent.”

The Crescent is currently zoned C-2. Except as specifically set forth herein, the requirements of the C-2 zone shall govern. In the event of any conflict between the requirements of the C-2 zone and this MDA, the terms of this MDA shall govern.

A. PERMITTED AND CONDITIONAL USES. Except as otherwise provided herein,

1. Permitted uses in the Crescent include:
 - a. Permitted uses listed in the C-2 Zone; and
2. Conditional uses in the Crescent include:
 - a. Conditional uses listed in the C-2 Zone;
 - b. Permitted uses listed in the AMSD Zone; and
 - c. Recreation and entertainment, outdoor.

B. PROHIBITED USES. The following uses are not permitted in the Crecent:

Church
Congregate living facility
Golf course
Government service
Operations center
Protective Services
Resource recycling collection point
School, charter
School, elementary, middle, or high
School, vocational
Animal care service

Daycare/preschool center

Laundry or dry cleaning, limited

Mortuary

Personal care service

Personal instruction service

C. DEVELOPMENT AND DESIGN STANDARDS.

1. Compliance. All conditional and permitted uses shall comply with the Development and Design Standards as stated in City Code for C-2, except the AMSD uses, which shall comply with Herriman City Code 10-31.
2. Exceptions.
 - a. The following exceptions shall apply to the development standards in paragraph 1:
 1. Trees. Buffers separating commercial from residential areas should include trees that touch at maturity. When planted, trunk caliper thickness shall be at least 2 inches. Developer shall take into account the need to buffer with adjoining residents when selecting the type and size of trees.
 2. Setbacks and Height. If Developer is not required to, or chooses not to, remove the berm on the Property where the impacted soils are capped, the following requirements shall apply:
 - a. The maximum height of any structure shall be thirty feet (30') above finish grade; and
 - b. There shall be an additional ten feet (10') of setback adjacent to residential properties over and beyond what is required in this Agreement and Herriman City Code.

If Developer is required to, or chooses to, remove the berm on the Property, the additional requirements listed in this section shall not apply and the maximum height and setbacks shall comply with applicable sections of Herriman City Code.

3. Double Fencing. When requirements for buffer-fences result in double-fencing (as defined in HCC 10-29-10), Developer will work with neighboring property owners to remove the pre-existing fence with the least possible disruption to the enjoyment of the neighboring property. If the owners of the pre-existing fences refuse to have their fences removed, double-fencing shall be allowed.

D. REVIEW OF CONDITIONAL USES.

1. Under the direction of the Community Development Director or designee, all conditional uses as referenced in this Master Development Agreement shall be referred to the Planning Department for administrative review and decision.
 - a. Following the receipt of a complete conditional use application, and completion of the zoning compliance review process, the City shall mail a public notice to all affected entities, property owners, and residents within 300 feet of the subject property. The public notice shall provide information on the application and allow ten (10) business days for public review and comment before an administrative decision is made.
 - b. All administrative decisions shall be based on applicable standards of review and posted on the City website.
 - c. As described in Herriman City Code 10-5-24, all administrative decisions are subject to appeal.

EXHIBIT D

(Relevant Portion of City's Vested Laws on file at City Offices)

AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

Parcel No. 262:535:90040000

THIS AMENDMENT TO MASTER DEVELOPMENT AGREEMENT ("Amendment"), amending certain provisions in the Master Development Agreement dated November 29, 2022, and recorded in the Salt Lake County Recorder's office on _____ as Entry No. _____, is made and entered into on _____, by and between the City of Herriman, Utah, a Utah municipal corporation ("City"), and Herriman 73 Partners LLC ("H73" or "Owner"). The City and the Owner are sometimes individually referred to as a "Party," and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties entered into a Master Development Agreement dated November 29, 2022 (the "2022 MDA") vesting certain rights and uses with respect to Salt Lake County Parcel number 262:535:90040000 (the "Property"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Parties have agreed to amend the 2022 MDA in order to increase the number of the potential commercial uses of the Property.

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby agree as follows:

1. Effective Date. This Amendment shall become effective on the date it is executed by Owners and the City ("Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.
2. Affected Property. The Property ownership map and/or legal descriptions for the Property are attached as Exhibit "B". In the event of a conflict between the legal description and the Property ownership map, the legal description shall take precedence.
3. Amendment.
 - a. Exhibit C to the 2022 MDA is amended as follows:
 - i. Item A.2. (Conditional Uses) is amended to add Warehousing and Wholesale – general.
 - ii. Item C. (Development and design standards) number 2. (Exceptions) is amended to add the following new exception: 2.a.3. As a buffer between commercial and residential uses, a landscaped berm may be constructed and maintained in lieu of a precast fence.

- iii. Item C. (Development and design standards) adding a new number 4. As follows: All warehouse or wholesale uses shall comply with the Architectural Design and Material Standards stated in Herriman City Code 10-31 intended for AMSD uses. See Exhibit B for examples of materials.

4. Vested Rights. The rights established by this Amendment shall vest immediately upon the Effective Date, shall run with the land, and shall be irrevocable for the Term.

5. All terms of the 2022 MDA not amended by this Amendment shall remain in full force and effect.

6. In the event of any conflict between the 2022 MDA and this Amendment, this Amendment shall govern.

[Signatures and Acknowledgements to Follow]

HERRIMAN CITY

Approved as to form:

Signature: _____
By: _____
Its: _____
Date: _____

Office of the City Attorney

State of Utah)
 :ss
County of Salt Lake)

On this ____ day of _____, 20____, personally appeared before me _____ (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 _____ (name of document signer) acknowledged to me that said city executed the same.

Notary Public

OWNER

Signature: _____
By: _____
Its: _____
Date: _____

State of Utah)
 :ss
County of)

On this ____ day of _____, 20____, personally appeared before me Larry Myler, 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 Herriman 73 Partners, LLC, a Utah limited liability company, and that said document was signed by him/her in behalf of said company by authority of its Operating Agreement Larry Myler acknowledged to me that said corporation executed the same.

Notary Public

EXHIBIT A – THE PROPERTY

Crescent Piece:

MILLER CROSSING HERRIMAN COMMERCIAL LOT 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST,
SALT LAKE BASE & MERIDIAN HERRIMAN CITY, SALT LAKE COUNTY, UTAH

**MILLER CROSSING HERRIMAN COMMERCIAL, LOT 2 ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

Contains: 675,180 Sq. Ft., or 15.50 Ac.

EXHIBIT B – Design Materials



3D View 1

DRAFT



STAFF MEMORANDUM

Date: September 3, 2025

To: Herriman City Planning Commission

From: Michael Maloy, AICP, Planning Director

Re: Presentation and discussion of a Utah Code requirement to add a Water Use and Preservation Element to the Herriman City General Plan

RECOMMENDATION:

Staff recommends the Planning Commission review the attached materials and consider the information presented during the September 3, 2025, Planning Commission Work Meeting.

ISSUE BEFORE COMMISSION:

What information or issues would the Planning Commission recommend the Water Use and Preservation Element of the General Plan address or include in the proposal?

BACKGROUND & SUMMARY:

The Utah State Code now requires municipalities to adopt a “Water Use and Preservation Element” as part of their municipal general plan. Staff has been working with Susan Petheram, AICP, of FFKR Architects, to draft the required amendment, which must be adopted by December 1, 2025 (see Attachment A).

DISCUSSION:

Whereas the City has already adopted water efficiency standards, the “Water Use and Preservation Element” will primarily provide “background” or “justification” for existing regulations. However, the plan could also address the City’s qualitative objectives, such as the quality of landscape design and maintenance, as well as its quantitative objectives, including reducing water consumption rates per dwelling unit. With this approach in mind, the Planning Department has been researching and discussing potential qualitative conservation objectives for the plan.

ALTERNATIVES:

Whereas this agenda item is for discussion only, no alternatives are currently warranted.

ATTACHMENT:

A. Utah Code Section 10-9a-403

Effective 5/7/2025

10-9a-403 General plan preparation.

- (1)
 - (a) The planning commission shall provide notice, as provided in Section 10-9a-203, of the planning commission's intent to make a recommendation to the municipal legislative body for a general plan or a comprehensive general plan amendment when the planning commission initiates the process of preparing the planning commission's recommendation.
 - (b) The planning commission shall make and recommend to the legislative body a proposed general plan for the area within the municipality.
 - (c) The plan may include areas outside the boundaries of the municipality if, in the planning commission's judgment, those areas are related to the planning of the municipality's territory.
 - (d) Except as otherwise provided by law or with respect to a municipality's power of eminent domain, when the plan of a municipality involves territory outside the boundaries of the municipality, the municipality may not take action affecting that territory without the concurrence of the county or other municipalities affected.
- (2)
 - (a) At a minimum, the proposed general plan, with the accompanying maps, charts, and descriptive and explanatory matter, shall include the planning commission's recommendations for the following plan elements:
 - (i) a land use element that:
 - (A) designates the long-term goals and the proposed extent, general distribution, and location of land for housing for residents of various income levels, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land as appropriate;
 - (B) includes a statement of the projections for and standards of population density and building intensity recommended for the various land use categories covered by the plan;
 - (C) except for a city of the fifth class or a town, is coordinated to integrate the land use element with the water use and preservation element; and
 - (D) except for a city of the fifth class or a town, accounts for the effect of land use categories and land uses on water demand;
 - (ii) a transportation and traffic circulation element that:
 - (A) provides the general location and extent of existing and proposed freeways, arterial and collector streets, public transit, active transportation facilities, and other modes of transportation that the planning commission considers appropriate;
 - (B) for a municipality that has access to a major transit investment corridor, addresses the municipality's plan for residential and commercial development around major transit investment corridors to maintain and improve the connections between housing, employment, education, recreation, and commerce;
 - (C) for a municipality that does not have access to a major transit investment corridor, addresses the municipality's plan for residential and commercial development in areas that will maintain and improve the connections between housing, transportation, employment, education, recreation, and commerce; and
 - (D) correlates with the population projections, the employment projections, and the proposed land use element of the general plan;
 - (iii) a moderate income housing element that:
 - (A) provides a realistic opportunity to meet the need for additional moderate income housing within the municipality during the next five years;

- (B) for a municipality that is not a specified municipality, may include a recommendation to implement three or more of the moderate income housing strategies described in Subsection (2)(b)(iii);
- (C) for a specified municipality, as defined in Section 10-9a-408, that does not have a fixed guideway public transit station, shall include a recommendation to implement three or more of the moderate income housing strategies described in Subsection (2)(b)(iii) or at least one of the moderate income housing strategies described in Subsections (2)(b)(iii)(X) through (CC);
- (D) for a specified municipality, as defined in Section 10-9a-408, that has a fixed guideway public transit station, shall include:
 - (I) a recommendation to implement five or more of the moderate income housing strategies described in Subsection (2)(b)(iii), of which one shall be the moderate income housing strategy described in Subsection (2)(b)(iii)(U) and one shall be a moderate income housing strategy described in Subsection (2)(b)(iii)(G) or (H); or
 - (II) a recommendation to implement the moderate income housing strategy described in Subsection (2)(b)(iii)(U), one of the moderate income housing strategies described in Subsections (2)(b)(iii)(X) through (CC), and one moderate income housing strategy described in Subsection (2)(b)(iii); and
- (E) for a specified municipality, as defined in Section 10-9a-408, shall include an implementation plan as provided in Subsection (2)(c); and
- (iv) except for a city of the fifth class or a town, a water use and preservation element that addresses:
 - (A) the effect of permitted development or patterns of development on water demand and water infrastructure;
 - (B) methods of reducing water demand and per capita consumption for future development;
 - (C) methods of reducing water demand and per capita consumption for existing development; and
 - (D) opportunities for the municipality to modify the municipality's operations to eliminate practices or conditions that waste water.
- (b) In drafting the moderate income housing element, the planning commission:
 - (i) shall consider the Legislature's determination that municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing:
 - (A) to meet the needs of people of various income levels living, working, or desiring to live or work in the community; and
 - (B) to allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life;
 - (ii) for a municipality that is not a specified municipality, may include, and for a specified municipality as defined in Section 10-9a-408, shall include, an analysis of how the municipality will provide a realistic opportunity for the development of moderate income housing within the next five years;
 - (iii) for a municipality that is not a specified municipality, may include, and for a specified municipality as defined in Section 10-9a-408, shall include a recommendation to implement the required number of any of the following moderate income housing strategies as specified in Subsection (2)(a)(iii):
 - (A) rezone for densities necessary to facilitate the production of moderate income housing;
 - (B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;

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

- (V) create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones;
- (W) demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing;
- (X) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
- (Y) create a home ownership promotion zone pursuant to Part 10, Home Ownership Promotion Zone for Municipalities;
- (Z) create a first home investment zone in accordance with Title 63N, Chapter 3, Part 16, First Home Investment Zone Act;
- (AA) approve a project that receives funding from, or qualifies to receive funding from, the Utah Homes Investment Program created in Title 51, Chapter 12, Utah Homes Investment Program;
- (BB) adopt or approve a qualifying affordable home ownership density bonus for single-family residential units, as described in Section 10-9a-403.2; and
- (CC) adopt or approve a qualifying affordable home ownership density bonus for multi-family residential units, as described in Section 10-9a-403.3; and
- (iv) shall identify each moderate income housing strategy recommended to the legislative body for implementation by restating the exact language used to describe the strategy in Subsection (2)(b)(iii).
- (c)
 - (i) In drafting the implementation plan portion of the moderate income housing element as described in Subsection (2)(a)(iii)(C), the planning commission shall recommend to the legislative body the establishment of a five-year timeline for implementing each of the moderate income housing strategies selected by the municipality for implementation.
 - (ii) The timeline described in Subsection (2)(c)(i) shall:
 - (A) identify specific measures and benchmarks for implementing each moderate income housing strategy selected by the municipality, whether one-time or ongoing; and
 - (B) provide flexibility for the municipality to make adjustments as needed.
- (d) In drafting the land use element, the planning commission shall:
 - (i) identify and consider each agriculture protection area within the municipality;
 - (ii) avoid proposing a use of land within an agriculture protection area that is inconsistent with or detrimental to the use of the land for agriculture; and
 - (iii) consider and coordinate with any station area plans adopted by the municipality if required under Section 10-9a-403.1.
- (e) In drafting the transportation and traffic circulation element, the planning commission shall:
 - (i)
 - (A) consider and coordinate with the regional transportation plan developed by the municipality's region's metropolitan planning organization, if the municipality is within the boundaries of a metropolitan planning organization; or
 - (B) consider and coordinate with the long-range transportation plan developed by the Department of Transportation, if the municipality is not within the boundaries of a metropolitan planning organization; and

(ii) consider and coordinate with any station area plans adopted by the municipality if required under Section 10-9a-403.1.

(f) In drafting the water use and preservation element, the planning commission:

(i) shall consider:

(A) applicable regional water conservation goals recommended by the Division of Water Resources; and

(B) if Section 73-10-32 requires the municipality to adopt a water conservation plan pursuant to Section 73-10-32, the municipality's water conservation plan;

(ii) shall include a recommendation for:

(A) water conservation policies to be determined by the municipality; and

(B) landscaping options within a public street for current and future development that do not require the use of lawn or turf in a parkstrip;

(iii) shall review the municipality's land use ordinances and include a recommendation for changes to an ordinance that promotes the inefficient use of water;

(iv) shall consider principles of sustainable landscaping, including the:

(A) reduction or limitation of the use of lawn or turf;

(B) promotion of site-specific landscape design that decreases stormwater runoff or runoff of water used for irrigation;

(C) preservation and use of healthy trees that have a reasonable water requirement or are resistant to dry soil conditions;

(D) elimination or regulation of ponds, pools, and other features that promote unnecessary water evaporation;

(E) reduction of yard waste; and

(F) use of an irrigation system, including drip irrigation, best adapted to provide the optimal amount of water to the plants being irrigated;

(v) shall consult with the public water system or systems serving the municipality with drinking water regarding how implementation of the land use element and water use and preservation element may affect:

(A) water supply planning, including drinking water source and storage capacity consistent with Section 19-4-114; and

(B) water distribution planning, including master plans, infrastructure asset management programs and plans, infrastructure replacement plans, and impact fee facilities plans;

(vi) shall consult with the Division of Water Resources for information and technical resources regarding regional water conservation goals, including how implementation of the land use element and the water use and preservation element may affect the Great Salt Lake;

(vii) may include recommendations for additional water demand reduction strategies, including:

(A) creating a water budget associated with a particular type of development;

(B) adopting new or modified lot size, configuration, and landscaping standards that will reduce water demand for new single family development;

(C) providing one or more water reduction incentives for existing development such as modification of existing landscapes and irrigation systems and installation of water fixtures or systems that minimize water demand;

(D) discouraging incentives for economic development activities that do not adequately account for water use or do not include strategies for reducing water demand; and

(E) adopting water concurrency standards requiring that adequate water supplies and facilities are or will be in place for new development; and

(viii) for a town, may include, and for another municipality, shall include, a recommendation for low water use landscaping standards for a new:

- (A) commercial, industrial, or institutional development;
- (B) common interest community, as defined in Section 57-25-102; or
- (C) multifamily housing project.

(3) The proposed general plan may include:

(a) an environmental element that addresses:

(i) the protection, conservation, development, and use of natural resources, including the quality of:

- (A) air;
- (B) forests;
- (C) soils;
- (D) rivers;
- (E) groundwater and other waters;
- (F) harbors;
- (G) fisheries;
- (H) wildlife;
- (I) minerals; and
- (J) other natural resources; and

(ii)

- (A) the reclamation of land, flood control, prevention and control of the pollution of streams and other waters;
- (B) the regulation of the use of land on hillsides, stream channels and other environmentally sensitive areas;
- (C) the prevention, control, and correction of the erosion of soils;
- (D) the preservation and enhancement of watersheds and wetlands; and
- (E) the mapping of known geologic hazards;

(b) a public services and facilities element showing general plans for sewage, water, waste disposal, drainage, public utilities, rights-of-way, easements, and facilities for them, police and fire protection, and other public services;

(c) a rehabilitation, redevelopment, and conservation element consisting of plans and programs for:

- (i) historic preservation;
- (ii) the diminution or elimination of a development impediment as defined in Section 17C-1-102; and
- (iii) redevelopment of land, including housing sites, business and industrial sites, and public building sites;

(d) an economic element composed of appropriate studies and forecasts, as well as an economic development plan, which may include review of existing and projected municipal revenue and expenditures, revenue sources, identification of basic and secondary industry, primary and secondary market areas, employment, and retail sales activity;

(e) recommendations for implementing all or any portion of the general plan, including the adoption of land and water use ordinances, capital improvement plans, community development and promotion, and any other appropriate action;

(f) provisions addressing any of the matters listed in Subsection 10-9a-401(2) or (3); and

(g) any other element the municipality considers appropriate.

Amended by Chapter 385, 2025 General Session



STAFF MEMORANDUM

Date: September 3, 2025

To: Herriman City Planning Commission

From: Michael Maloy, AICP, Planning Director

Re: Presentation and discussion of potential single-family residential development patterns and standards for Herriman City.

RECOMMENDATION:

Recommend that the Commission consider and discuss the information presented during the work meeting, and provide feedback regarding development standards in the pending amendment.

ISSUE BEFORE COMMISSION:

What development standards will produce “infill” housing that is attractive and moderately scaled to be compatible with existing or adjacent residential development?

BACKGROUND & SUMMARY:

The Planning Commission and staff have been researching potential amendments to the Herriman City Code to facilitate the development of “small homes on small lots” that would be appropriate for vacant “infill” properties within the City. During the August 21, 2025, Planning Commission meeting, the Commission agreed that reviewing specific lot and building plans with dimensions would be useful to facilitate discussion. In response, staff have been researching and collecting images of small lot development patterns for presentation during the Planning Commission Work Meeting on September 3, 2025.

DISCUSSION:

As previously discussed with the Commission, the proposed amendment will likely require minimum and maximum building setbacks, lot coverage, and building height. Staff has also been researching potential options that would encourage development partners to engage the City in negotiating fundamental design standards that are both affordable and impactful in terms of site planning and building design quality. Given the limitations imposed on cities by the Utah Code when regulating the development of single-family homes, developing zoning tools that legally influence design has been difficult, but staff continues to believe that design is a vital element of the proposal to protect the interests of the City and its residents.

ALTERNATIVES:

Whereas this agenda item is for discussion only, no alternatives are currently warranted.