



CITY COUNCIL AGENDA

Wednesday, September 24, 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. Transit Fresh Look Briefing – Lauren Victor, WFRC Transit Fresh Look Project Manager
- 2.2. Update Regarding Safe Routes to School Application for Intersection improvements at Herriman Rose Blvd and Herriman Main St – Bryce Terry, City Engineer
- 2.3. Discussion pertaining to a request from ARNG to enter into a sub-recipient agreement with the Conservation Fund – Wendy Thomas, Assistant City Manager

3. Adjournment

7:00 PM – GENERAL MEETING:

4. Call to Order

4.1. Invocation/Thought/Reading and Pledge of Allegiance

4.2. City Council Comments and Recognitions

5. Public Comment

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

6. City Council Reports

6.1. Councilmember Jared Henderson

6.2. Councilmember Teddy Hodges

6.3. Councilmember Sherrie Ohrn

6.4. Councilmember Terrah Anderson

7. Mayor Report

8. Reports, Presentations and Appointments

8.1. 2025 Water Use Update – Justun Edwards, Public Works Director and Anthony Teuscher, Deputy Director of Parks, Recreation and Events

9. Consent Agenda

- 9.1. Accounting of Recently Approved Change Orders – Bryce Terry, City Engineer
- 9.2. Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and 2 including Herriman City Annex.
- 9.3. Approval of the August 13, 2025, August 26, 2025, August 27, 2025, and September 16, 2025 City Council meeting minutes

10. Discussion and Action Items

- 10.1. Consideration of a Land Purchase Agreement with Olympia Ranch, LLC for the purchase of 7.535 acres of road right-of-way for future U-111 and Herriman Boulevard – Bryce Terry, P.E., City Engineer
- 10.2. *(continued from September 16, 2025)* Discussion and consideration of a resolution releasing city interest in a property located at approximately 12225 South Herriman Main Street – Todd Sheeran, City Attorney

11. Future Meetings

- 11.1. Next Planning Meeting: October 1, 2025
- 11.2. Next City Council Meeting: October 8, 2025

12. Events

- 12.1. Hungry Herriman Food Truck Roundup: Monday Evenings @ Crane Park 5:00 p.m.
- 12.2. Herriman Howl: October 6, 2025 @ Crane Park 5:00 p.m.

13. 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

14. Adjournment

15. Recommence to Work Meeting (If Needed)

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

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

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

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



STAFF REPORT

DATE: September 10, 2025

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Update Regarding the Safe Route to School (SRTS) Grant Application for Intersection Improvements at Herriman Rose Blvd and Herriman Main St

RECOMMENDATION:

After being selected for the award, It is recommended to proceed with the project and to schedule a neighborhood meeting as part of the design process.

ISSUE BEFORE COUNCIL:

Should the City Council accept a grant from UDOT for Safe Routes to School (SRTS), which would improve pedestrian safety at the intersection of Herriman Main Street and Herriman Rose Boulevard?

BACKGROUND/SUMMARY:

This report provides the Council with an update on the award, a revised project cost estimate, and planned next steps. Earlier this year, Herriman City applied for UDOT SRTS funding to address pedestrian safety concerns at Herriman Main Street and Herriman Rose. The project was initiated after the safe route to school was moved to the signalized intersection further east due to repeated close calls involving crossing guards. While this relocation improved student safety, it created a longer walk for some students and raised concerns from nearby residents about the safety of the Herriman Rose crossing.

UDOT has informed the City that they have been selected to receive the grant funding. In their award notification, UDOT's cost estimator determined the total project cost is approximately \$602,000. UDOT will provide federal funding for this amount, contingent on the City contributing a 6.77% local match (approximately \$40,750).

The project scope remains consistent with what was originally proposed:

- Construction of a raised median and pedestrian refuge
- Installation of Rectangular Rapid Flashing Beacons (RRFBs)
- Median modifications for safer crossings, restricting turn movements
- Small sidewalk connection north of the Recreation Center

Construction could be completed in Fiscal Year 2027 (beginning July 1, 2026), which is in accordance with UDOT's program schedule.

DISCUSSION:

This project advances Herriman City's strategic transportation goals by improving pedestrian safety and leveraging outside funding sources.

Because the project will affect neighborhood access and turning movements, staff intends to host a neighborhood meeting before the design is finalized. This meeting will present the proposed changes, emphasizing the need for tradeoffs between improved pedestrian safety and modified vehicle access. Staff anticipates a mix of positive and negative feedback from residents, and these discussions will be important in moving the project forward with transparency.

Coordination will continue with UDOT, Silver Crest Elementary, and the Jordan School District throughout the design and construction phases.

FISCAL IMPACT:

The total project cost is estimated at \$602,000. UDOT will fund the project, with Herriman City required to provide a 6.77% local match of approximately \$40,750. This match has not been budgeted previously and will need to be programmed into the FY2027 budget if the Council chooses to accept the grant.

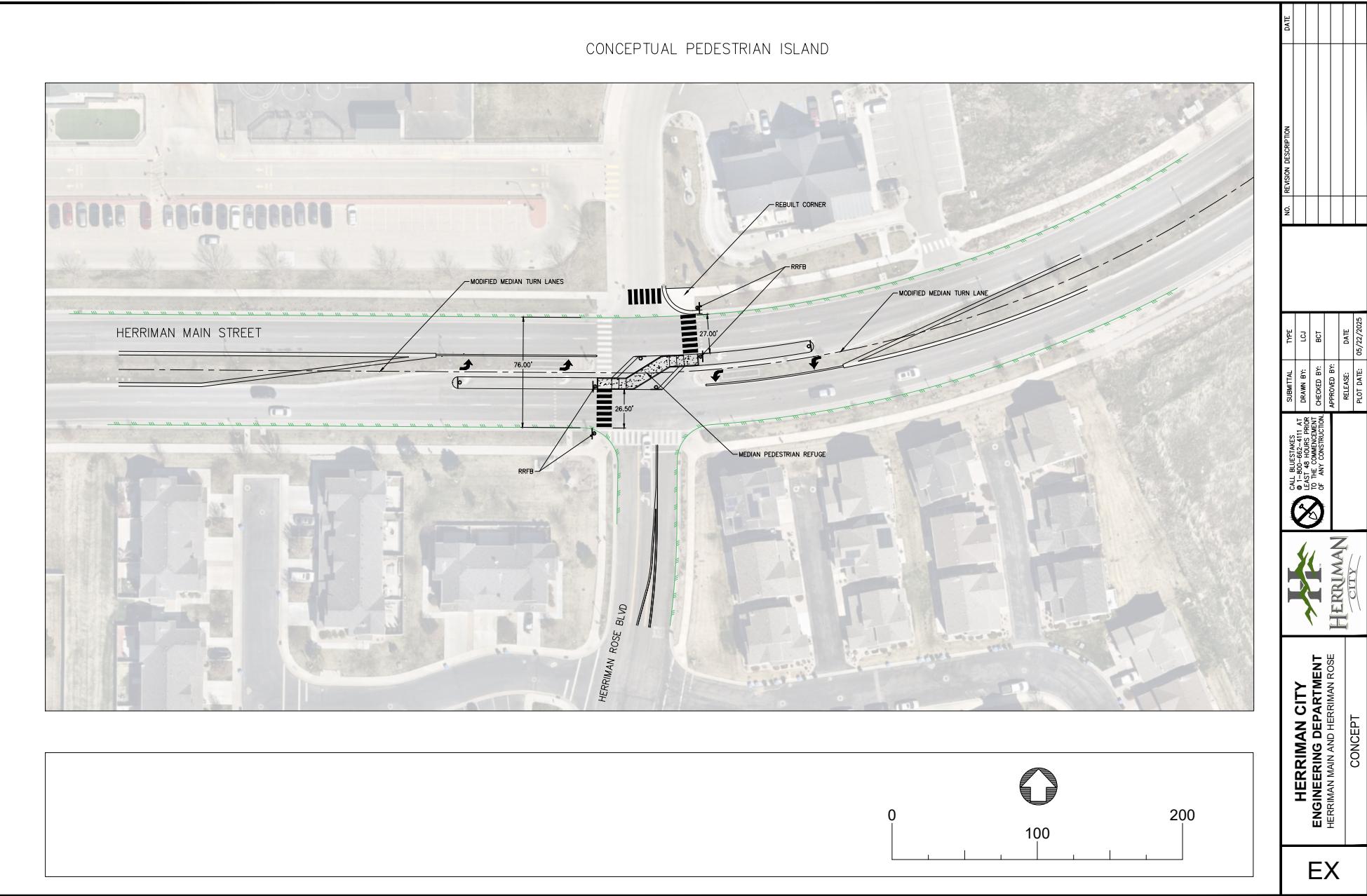
- Estimated Project Cost: \$602,000
- Required City Match (6.77%): \$40,750
- UDOT SRTS Grant Award: \$561,250

ALTERNATIVES:

- **Option 1 [Recommended]** - Proceed with final design, including neighborhood coordination, before design completion and budget the project for FY2027.
- **Option 2** – Direct staff to reevaluate the project scope. This could affect grant eligibility and delay project implementation.

ATTACHMENTS:

- Concept Design (previously provided)





STAFF REPORT

DATE: September 10, 2025

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Request from ARNG to enter into a sub-recipient agreement with the Conservation Fund

RECOMMENDATION:

Staff recommend direction from the City Council to initiate the agreement and bring it back to City Council for approval at a future meeting.

ISSUE BEFORE COUNCIL:

Does the City Council wish to enter into a sub-recipient agreement with the Conservation Fund?

ALIGNMENT WITH STRATEGIC PLAN:

BACKGROUND/SUMMARY:

DISCUSSION:

ALTERNATIVES:

Alternative	Challenge	Benefit

FISCAL IMPACT:

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

ATTACHMENTS:





STAFF REPORT

DATE: September 11, 2025

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Request from Army Reserve National Guard (ARNG) to enter into a sub-recipient agreement with the Conservation Fund – Wendy Thomas, Assistant City Manager

RECOMMENDATION:

Staff recommends Council direction to work with ARNG and the Conservation Fund to enter into a sub-recipient agreement.

ISSUE BEFORE COUNCIL:

Does the City Council want to enter into a sub-recipient agreement with the Conservation Fund to transfer $\pm \$1,169,614.15$ of FY 2022 obligated funding to acquire easements in Eagle Mountain per the ARNG request?

ALIGNMENT WITH STRATEGIC PLAN:

ES 4 – Regional Relationships and Planning

BACKGROUND/SUMMARY:

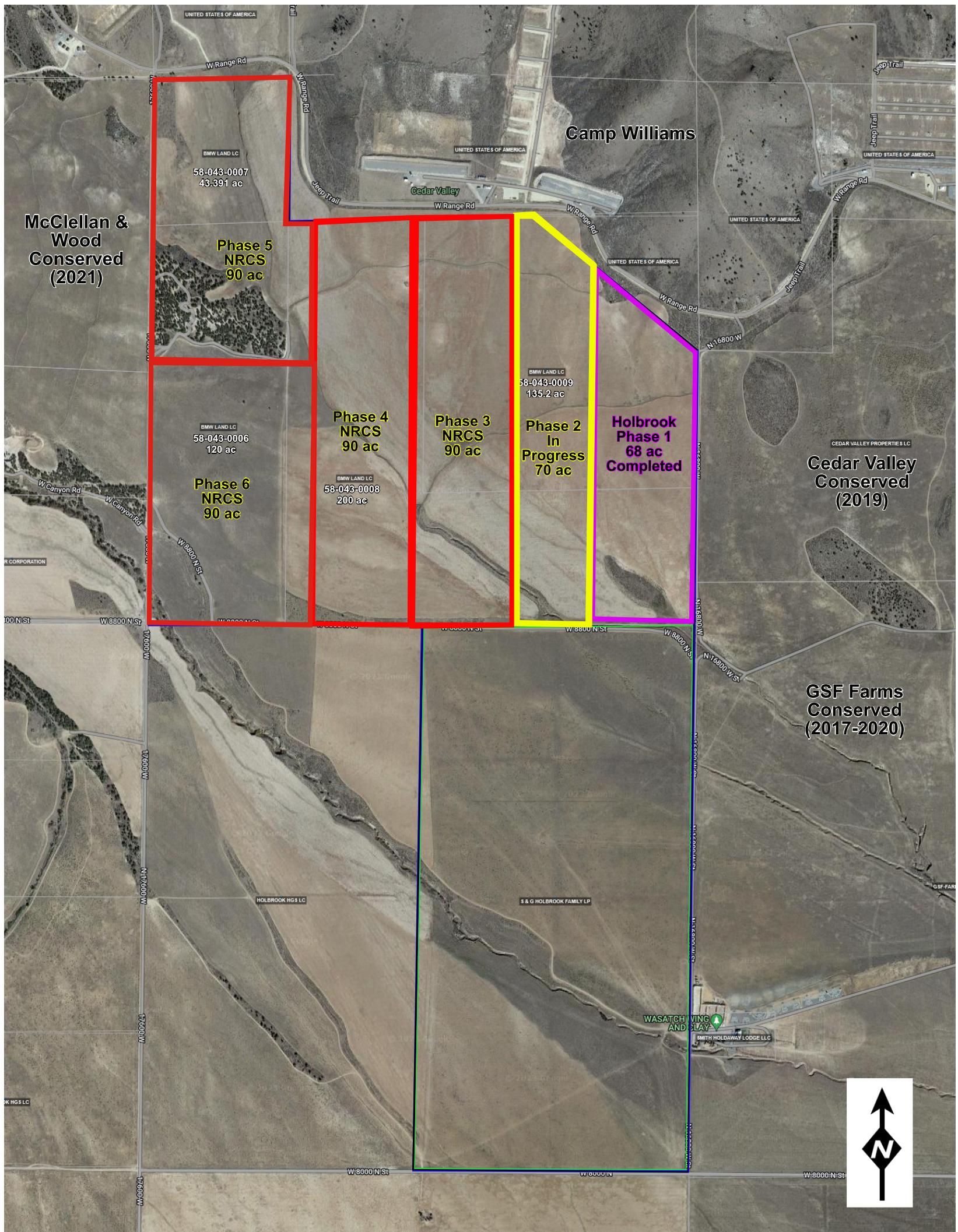
Herriman City receives funding from the Readiness and Environmental Protection Integration Program (REPI) to purchase land to protect from encroachment. In FY 2022, Herriman City was obligated funds from the Department of Defense (DOD) which have not been spent due to lack of willing property sellers and quickly escalating property values. The DOD and Camp Williams would like these funds allocated to properties on their southern border that are ready to close. The funding has not been transferred to Herriman City. This agreement would provide funding for the Conservation Fund to purchase conservation easements on ± 90 Acres in Eagle Mountain.

ALTERNATIVES:

Alternative	Benefit	Challenge
Provide direction to staff to work on an agreement with the ARNG and the Conservation Fund (Recommended)	Continues the Camp's Mission to protect their training areas from residential encroachment & clears the books from funding that has been stagnant	No known challenge
Do not direct staff to work on the agreement with the ARNG and Conservation Fund	No known benefit	Could negatively impact future funding to Herriman City

ATTACHMENTS:

Map





STAFF REPORT

DATE: 09/11/2025

TO: The Honorable Mayor and City Council

FROM: Justun Edwards / Anthony Teuscher

SUBJECT: 2025 Water Use Update

RECOMMENDATION:

Report for information only.

ISSUE BEFORE COUNCIL:

Staff will present information about water use within Herriman.

BACKGROUND/SUMMARY:

In 2021, there was an extensive statewide water conservation campaign, which proved to be very effective through 2023. Reducing Herriman's citywide water use by ~20%. Since 2023, water use has continued to increase. This increase in water use is not unique to Herriman and has been felt across the state.

This report will provide water use data for city-owned property, residential, and overall citywide usage. Indoor water use has stayed relatively consistent since 2022, so the focus will be on summer (outdoor) water use. We will also touch on the effectiveness of the Water Efficiency Standards (WES) adopted in late 2020.

DISCUSSION:

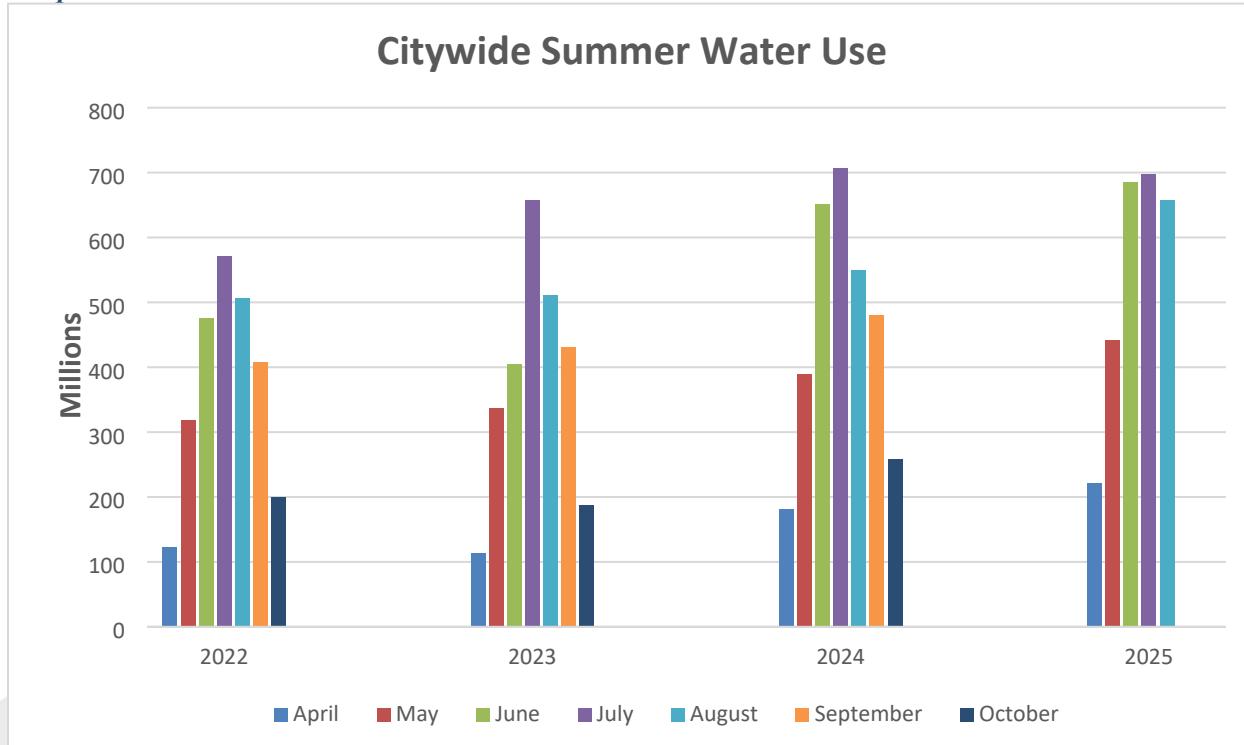
Citywide summer water use has gradually increased since 2022, as shown in Graph 1 below. July is historically the highest month, increasing from approximately 572,000,000 gallons in 2022 to a high of 706,000,000 gallons in 2024 and 697,000,000 gallons in 2025. Herriman has continued

to experience growth, which has a direct impact on overall water use. Table 1 illustrates the 2025 increase in water connections and increased water use from new growth.

Table 1

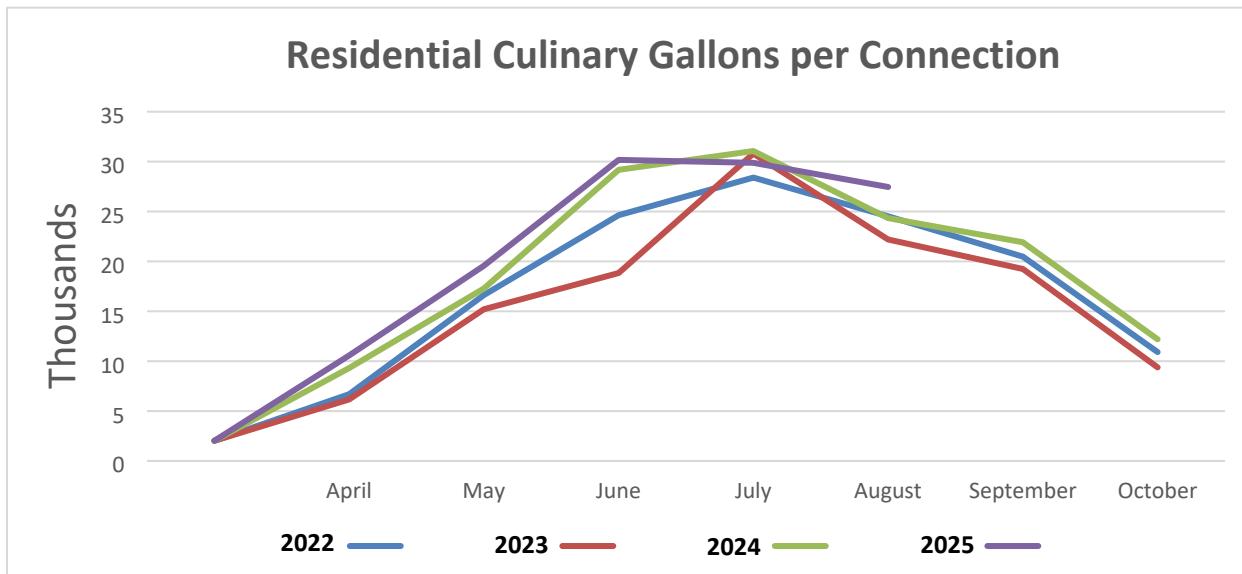
Year	2022	2023	2024	2025 (thru August)	Total
Additional Connections	393	247	188	151	979 Conn.
Approximate Increased Water Use (avg. gal/connection 2022-2024 □ 173,000 gal/conn□)					169,367,000 gal.

Graph 1



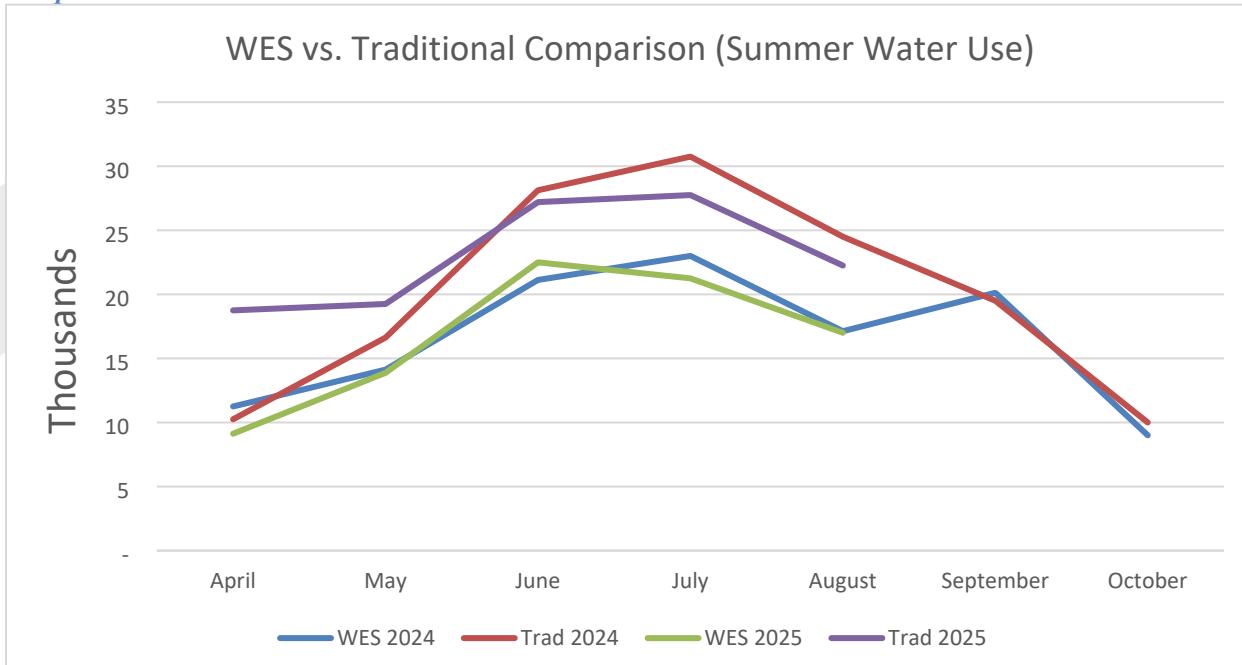
Graph 2 shows that, in addition to more connections, gallons per connection have also increased.

Graph 2



In December 2020, the council adopted the Water Efficiency Standards (WES) established by Jordan Valley Water Conservancy District. The WES requires water-wise landscaping to be installed for all new developments and landscape retrofit projects throughout the city to reduce overall outdoor water demands. Graph 3 illustrates the water use comparison of the historic traditional Utah landscape and a WES landscape.

Graph 3

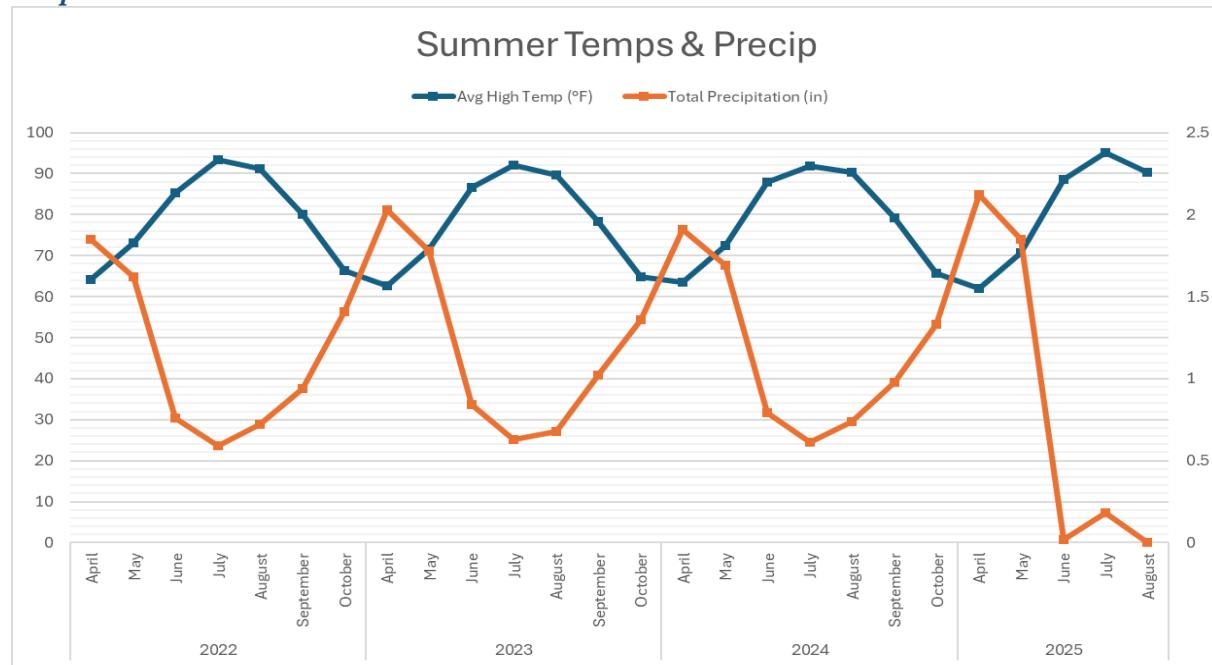


*The water use in this graph is an average of 8 similarly sized lots in each group (8 traditional lots and 8 WES lots)

Although WES were implemented several years ago, we are now seeing fully landscaped WES properties providing adequate water use data to make a fair comparison. These results indicate an approximate 30% water reduction on lots following WES requirements when compared to traditional landscapes.

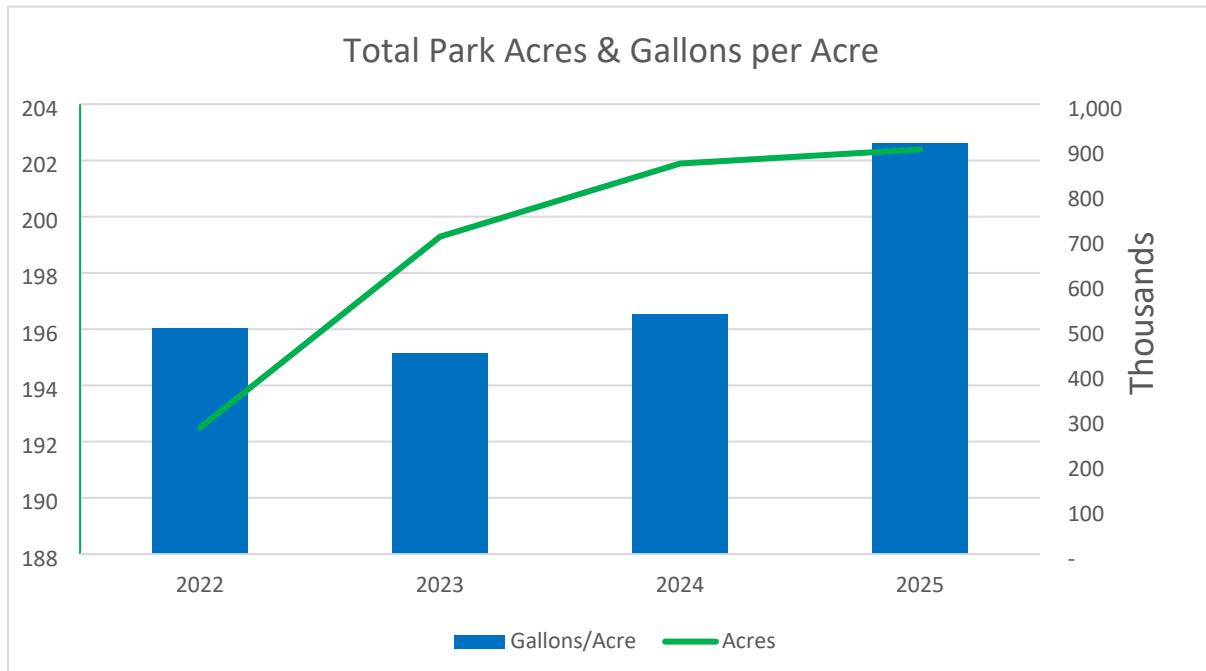
Precipitation and temperature also impact water consumption. Since 2022, precipitation and temperatures were fairly consistent until June of 2025, when we received little to no precipitation, and temperatures were above normal, as illustrated in Graph 4.

Graph 4



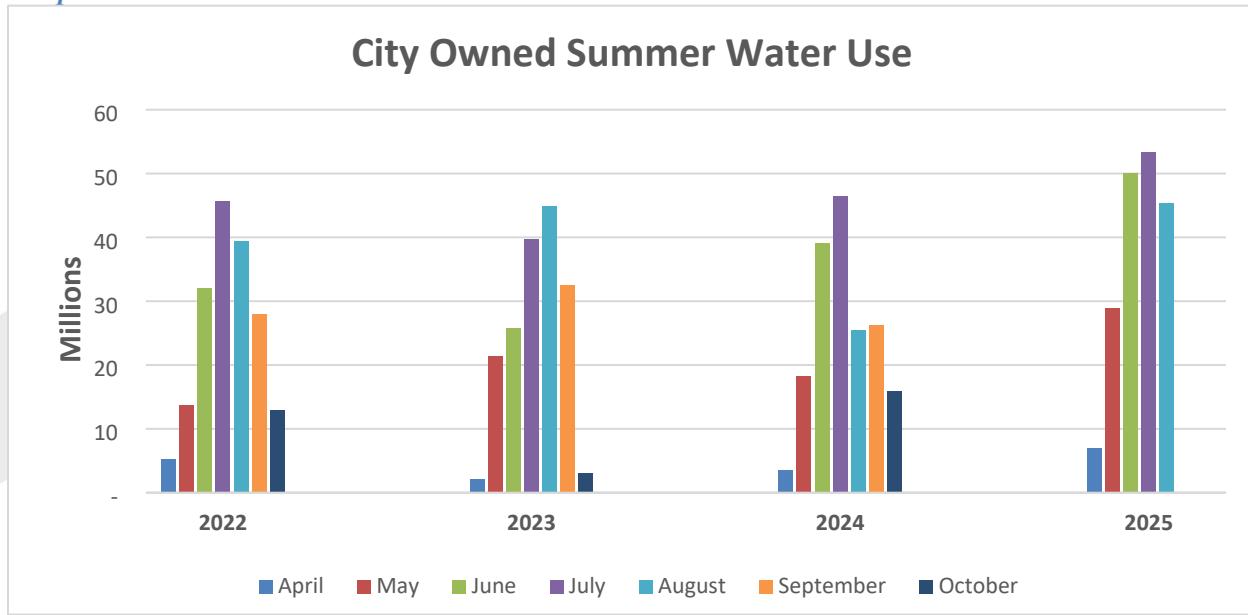
The City manages over 200 acres of irrigated acres of parks and open space. These 200-plus acres consist of ~188 acres of grass and ~14 acres of xeriscape landscaping. Graph 5 shows the increase in irrigated acres since 2022 and gallons of water used per acre of landscaped area. The steep increase in 2025 water use per acre appears to partially be a reflection of the changes in precipitation and temperature.

Graph 5



Graph 6 shows the overall summer water use for city owned parks and open space. The increased water use is again evident in 2025 likely due to the lack of precipitation and higher temperatures.

Graph 6



In 2021, the Parks department implemented water conservation Best Management Practices (BMPs) (visual checks, audits, flow sensors, etc.) for managing water use on city properties. Since implementation, these BMPs have proven effective during years of average temperatures and precipitation.

Consistent water conservation messaging, particularly when done Statewide, has proven to be effective. Herriman's Communications team has continued to do great work in delivering water conservation messaging, but it appears there may be message fatigue. The Division of Water Resources and Jordan Valley Water Conservancy District are currently developing a fresh water conservation campaign, which will roll out this fall and into next year. The high snowpack years in 2022 and 2023 also impacted the effectiveness of water conservation messaging.

ALIGNMENT WITH STRATEGIC PLAN:

- ES7 Consistent, safe, and reliable utility services



STAFF REPORT

DATE: September 18, 2025

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Accounting of Recently Approved Change Orders

RECOMMENDATION:

No action required; this report is for information only.

ISSUE BEFORE COUNCIL:

No action required; this report is for information only.

BACKGROUND/SUMMARY:

This project will install and apply crack seal, asphalt patching, mill and overlays, full-depth reclamation, and seal coats on selected roads in the City. These treatments aim to preserve the condition and integrity of the streets and prolong their service life. Each road was selected based on age, traffic load, and pavement condition. In construction, an additional change order have been approved.

Per City Policy, Staff is to notify the Council of any Change Order (or series) that exceeds \$50,000

15.5 **Contract Change Orders** – The City Manager or Assistant City Manager is authorized to approve change orders to a contract when the total amount of such change orders is within the budget approved for the project.

15.5.1 City staff will present to the City Council change orders, or a series of change orders, that exceed \$50,000.00.

DISCUSSION:

Asphalt Preservation – Schedule A:

The project has approved the following change order:

Change Order 3 (\$72,090.83)

- Item 1 – 2" Edge Mill & Overlay (\$64,443.33)
This item was a miscalculation in the bid amount. After treating the road areas on the treatment maps, it was discovered that the bid amount was under the actual treated area by 43,839 square feet. This would correct that number and enable the City to pay the contractor for the full treatment area.
- Item 2 – Striping for Additional Mill & Overlay Area Approved in CO # 1. (\$7,647.50)
In CO # 1, an additional Mill & Overlay area was added to the project. The contractor provided a quote to do the additional work, and that number was approved in CO # 1. Later, the Contractor realized that they did not include the price to restripe the newly added roadway area (Rosecrest Rd). This change would add that cost to the contract.

FISCAL IMPACT:

The project's contingency budgets can handle these contract adjustments, and still have a contingency budget remaining for the remainder of the project. See Table 1 below for an analysis of the project budgets:

Table 1. Pavement Preservation Budget Analysis

Project Budget (Remaining FY25 + FY26)	\$4,461,599.44
Original Construction Contract	\$1,208,230.69
Other Committed Expenditures	\$1,282,492.05 (Schedule B, C, Const. Mgmt., Crack Seal, Miller Crossing)
Prior approved Change Orders (COs)	\$228,231.35
Remaining Budget (prior to proposed CO)	\$1,736,890.00
Cost of Proposed Change Orders	\$72,090.83
Remaining Budget (after Proposed CO)	\$1,664,799.37

ALTERNATIVES:

N/A

ATTACHMENTS:

- Project Change Order Log – Pavement Preservation – Schedule A - CO #3

CONSTRUCTION CHANGE ORDER LOG

Project Name 2025 Asphalt Preservation Treatments
 Project No. 0022-00
 GL-Codes 10-65-275
 Total FY26 Budget \$2,850,000.00
 Remaining FY25 \$1,611,599.44

Original Combined Contract Amount \$ 2,487,000.54
 New Proposed Combined Contract Amount \$ 2,796,800.07
 Original Contingency Amount \$1,974,598.90
 Current Contingency Amount \$1,664,799.37

Asphalt Preservation: Crack Seal & Patching Renewal			\$ 375,976.99			Dates		\$		New NTE		375,976.99 Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date				
							\$						

Black Forest Paving: Schedule A - Roadway Rehabilitation			\$ 1,208,230.69			Dates		\$		New NTE		1,508,552.81 Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date				
1	Additional 2" Mill & Overlay, Replace ADA Curb Ramp, Adjust Utility to Grade		6/3/2025	\$ \$	6/3/2025	6/6/2025	126,711.35	126,711.35					
2	Additional "Adjust Utility to Grade" & ADA Ramps		7/17/2025	7/23/2025	\$ \$		101,520.00	228,231.35					
3	Additional Edge Mill and Striping		8/5/2025	8/5/2025	\$		72,090.83						

Intermountain Slurry: Schedule B - GSB Treatments			\$ 187,156.64			Dates		\$		New NTE		187,156.64 Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date				
							\$						

Morgan Pavement: Schedule C - Slurry Treatments			\$ 581,458.42			Dates		\$		New NTE		590,933.00 Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date				
1	Type III Slurry - Swap Main St Section for Freedom Park Dr		7/1/2025	7/2/2025	\$ \$		3,977.35	3,977.35					
2	After Hours Traffic Control (Sunday) for Type 3		7/2/2025	7/2/2025	\$ \$		5,500.00	9,477.35					

CMT Technical Services: Construction Management			\$ 37,900.00			Dates		\$		New NTE		37,900.00 Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date				
							\$						

Miller Crossing Pod 1			\$ 96,277.80			Dates		\$		New NTE		96,277.80 Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date				
							\$						



STAFF REPORT

DATE: September 11, 2025

TO: The Honorable Mayor and City Council

FROM: Brent Adamson

SUBJECT: Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and 2 including Herriman City Annex.

RECOMMENDATION:

Staff recommends the City Council adopt the Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and 2. This includes the Master Plan for Salt Lake County and the Annex for Herriman City.

ISSUE BEFORE COUNCIL:

Does the City Council want to adopt the Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan?

ALIGNMENT WITH STRATEGIC PLAN:

ES 2 Essential Services – Quality Public Safety

While not specifically identified by name in the Council Strategic Goals this annex is a part of the required emergency preparation for Herriman City. Like the CEMP and COOP the Multi-Jurisdictional Hazard Mitigation Plan is required by Utah state law and FEMA and falls under the Critical Priority ES 2 Quality Public Safety.

BACKGROUND/SUMMARY:

Herriman City along with the Greater Salt Lake County is exposed to a wide variety of natural hazards, including earthquakes, wildfires, and severe weather events, all of which pose significant risks to life, property, and critical infrastructure.

Why Hazard Mitigation Planning? Proactive hazard mitigation planning enables communities to identify and assess the risks associated with these hazards and implement measures to reduce their potential impacts to protect communities and build long-term resilience.

A Hazard Mitigation Plan is required under Robert T. Stafford Disaster Relief and Emergency Assistance Act for local jurisdictions to be eligible for certain types of non-emergency disaster assistance and hazard mitigation funding. Jurisdictions must have a FEMA-approved and locally

adopted plan to apply for key grant programs, including Hazard Mitigation Grant Program (HMGP), Hazard Mitigation Grant Program Post Fire and High-Hazard Potential Dam (HHPD) Rehabilitation Grant Program.

The 2025 Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) meets these federal requirements and reflects a county-wide commitment to hazard risk reduction. The MJHMP provides a blueprint for assessing vulnerability, prioritizing mitigation actions, and identifying local, state, and federal funding sources to implement those actions.

Why this is coming before the Herriman City Council: Volume 1 and 2 have been adopted by Salt Lake County and now each municipality is asking their respective Council to adopt its annex (volume 2) which is included in the submission to the State of Utah and FEMA for final approval. As the lead agency, Salt Lake County Emergency Management (SLCo EM) drove the collaboration between jurisdictions and subject matter experts and resources, to establish a multi-jurisdictional hazard mitigation plan. SLCo EM received federal grant funding (BRIC) to complete this plan.

By adopting volumes 1 and 2 of the MJHMP first, the county actively recognizes the hazards in the county as well as proactively demonstrates its commitment to fulfilling the goals and objectives in the plan. Following Salt Lake County's adoption, the local jurisdictions have one year to adopt the plan to be included. The final step for approval from the state of Utah and FEMA, involves submitting evidence of adoption through resolution by participating jurisdictions[MP2]. The 2025 MJHMP is an update using the 2019 plan as a base (adopted May 5, 2019). Plans must be updated five years from adoption.

The 2025 MJHMP serves as a strategic planning document for Salt Lake County and its 26 participating entities - including 23 cities and towns, two school districts, and Salt Lake Community College. It supports community planners, emergency managers, elected officials, and the public in making informed decisions about land-use, infrastructure, emergency preparedness, and resource allocation.

The 2025 MJHMP is organized into two volumes:

- Volume 1 includes a comprehensive overview of the planning process, profiles of each hazard identified that can impact the county, an evaluation of mitigation strategies from the 2019 plan, and new strategies for the upcoming five-year cycle.
- Volume 2 contains jurisdiction-specific annexes for each participant. Since each community within Salt Lake County may face different hazards or have unique vulnerabilities, these annexes detail local hazard histories and vulnerabilities, review the progress of mitigation actions identified in the 2019 plan, and outline new mitigation strategies developed during the 2025 update.

Hazard Identification, Risk Assessment, Vulnerabilities and Capabilities

Following FEMA and Utah Division of Emergency Management guidelines, the SLCo EM planning team identified and assessed 19 hazards – both natural and human-caused – using historical data, risk modeling tools such as HAZUS, and local expertise to understand the potential impacts of hazards across Salt Lake County, the planning team conducted a comprehensive risk and vulnerability assessment for each hazard identified in the plan. This process included analyzing the likelihood of future hazard events, reviewing past occurrences, and evaluating the exposure and

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vulnerability of people, property, infrastructure, and critical services in each jurisdiction. The 2025 MJHMP documents each jurisdiction's current plans, programs, and policies that support hazard mitigation. This includes participation in the National Flood Insurance Program (NFIP) and alignment with General Plans, Community Wildfire Protection Plans, and other ongoing planning efforts. Jurisdictions and participating entities used this update as an opportunity to strengthen internal coordination, review past progress, and improve integration of hazard mitigation into community goals.

Hazards that have been added as standalone profile and hazard assessment since the 2019 plan are highlighted in red for clarity and comparison:

Natural Hazards

- Avalanche
- Flooding
- Lightning
- Drought
- Heavy Rain
- Public Health Epidemic-Pandemic
- Earthquake
- Radon
- Severe Winter Weather
- Extreme Cold
- High Wind
- Tornado
- Extreme Heat
- Landslide/ Slope Failure
- Wildfire

Man-Made and Technological Hazards

- Civil Disturbance
- Hazardous Materials
- Dam Failure
- Terrorism and Cyberterrorism

Developing Mitigation Goals and Actions

The heart of the mitigation plan is the mitigation strategy, which serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The Mitigation Strategy was evaluated from the 2019 MJHMP and updated goals and objectives were outlined for the county and its participating entities.

Mitigation Actions were developed collaboratively in coordination with local subject matter experts, county/local departments, private sector partners, and non-profit organizations, and input from workshops held in the fall of 2024.

DISCUSSION:

Review of Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 link:

<https://herrimancy-meeting-files-cc.s3.us-west-1.amazonaws.com/8-27-25/Salt+Lake+County+MJHMP+Volume+1++July+2025.pdf>

Review of Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 2 link:

<https://herrimancy-meeting-files-cc.s3.us-west-1.amazonaws.com/8-27-25/Salt+Lake+County+MJHMP+Volume+2++July+2025.pdf>

Link to Salt Lake County Hazard Mitigation Plan “What Is Hazard Mitigation”

<https://storymaps.arcgis.com/stories/cd9d8f7534784be0a4a01d860a9cc173>

This link provides a comprehensive overview of the planning process.

ALTERNATIVES:

Add or remove recommendations and resubmit those changes to the Council.

ATTACHMENTS:

Provided by links above.



CITY COUNCIL MINUTES

Wednesday, August 13, 2025
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, August 13, 2025, at 5:30 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Lorin Palmer

Councilmembers Present: Terrah Anderson, Jared Henderson, Teddy Hodges

Councilmembers Excused: Sherrie Ohrn

Staff Present: City Manager Nathan Cherveski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, City Attorney Todd Sheeran, Communications Manager Jonathan LaFollette, Community Development Director Blake Thomas, Deputy Police Chief Cody Stromberg, UFA Division Chief Anthony Widdison, City Engineer Bryce Terry, Operations Director Monte Johnson, Public Utilities Engineering Manager Jonathan Bowers, Assistant to the City Manager Trevor Ram, and City Planner Michael Maloy.

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

1. Council Business

Mayor Lorin Palmer called the meeting to order at 5:34 p.m.

1.1. Review of this Evening's Agenda

Council and staff briefly reviewed the agenda.

1.2. Future Agenda Items

No future agenda items were requested.

1.3. Council discussion of future citizen recognitions

No future citizen recognitions were noted.

2. Administrative Reports

2.1. City Status Report for June 2025 and July 2025 – Trevor Ram, Assistant to the City Manager

Assistant to the City Manager Trevor Ram presented the status report for June and July 2025 to the Council. He noted that the engineering group would cover major projects in their quarterly updates. He reported continued growth in building permits, businesses, and population, with a slight increase in the vacancy rate from June to July. Assistant to the City Manager Ram discussed sales tax numbers, describing them as being on a "roller coaster" in terms of the amounts dispersed back to the city. He presented charts showing that some months were higher than the previous year while others were lower. When questioned about the variability, he explained that it often resulted from double payments in one period that should have been collected more smoothly.

Assistant to the City Manager Ram pointed out that sales tax revenue has stabilized at approximately a 25% split between direct sales happening within the community versus population-based distribution. He noted efforts were being made to increase the direct sales portion through commercial development.

2.2. Discussion Regarding Progress of Transportation Master Plan Update – Bryce Terry, City Engineer

City Engineer Bryce Terry introduced the Transportation Master Plan update, explaining that the city's rapid growth necessitated regular updates to properly plan for transportation needs. He mentioned that the purpose of the presentation was to gather early feedback from the Council, with a final recommendation and adoption expected in a few months. Engineer Terry introduced the project website available to the public under the Master Plan page on the City website. He noted this would be a "live" project website where feedback could be continuously submitted.

WCG Transportation Engineer Ian McGregor, the consultant on the project, presented the "story map" website which broke the plan into digestible chunks. He explained that Herriman was anticipated to have over 116,000 residents by 2050, and the plan looked to help communicate the transportation infrastructure needs for that growth.

The website included different roadway cross-sections, planned lane counts, and project lists developed based on population projections. The traffic model showed most roads within Herriman were currently functioning well, with challenges primarily on roads connecting outside the city. The model illustrated both "no build" and "build" scenarios for 2050, to demonstrate how proposed projects would accommodate future traffic.

Engineer Terry explained that population and employment projections were used to model future traffic volumes, which were compared to road capacities to develop the project list. The process identified roads expected to fail within certain timeframes, indicating needs for widening, new roads, or alternative transportation options. He highlighted the potential connection point into Bluffdale. The model indicated this should be a Phase 1 project to accommodate future traffic growth, as roads were projected to fail in five years without intervention. However, Engineer Terry noted that the Council had previously treated it more as a vision project, deferring it to a later phase. The Planning Commission had expressed that delaying this connection to Phase 3 (2035-2045) did not meet the City's needs adequately, arguing for a reconsideration of the timeline due to the mounting pressure on infrastructure.

Councilmember Henderson expanded on the historical challenges with Bluffdale over the right-of-way that Herriman owned extending past the Bluffdale boarder. He reminisced about unsuccessful attempts to sell this land to Bluffdale, where negotiations stalled despite Herriman's propositions, including some as symbolic as suggesting the land could be used for a water tank project on Bluffdale's end.

He emphasized that political resistance from Bluffdale posed a barrier, yet argued that the evolving infrastructure demands, along with changes in Bluffdale's urban landscape, have heightened the necessity for this connection. It was also noted that residents on the other side of Bluffdale increasingly favored the connection, contrary to official municipal stances. The Council collectively acknowledged the shifting dynamics over the past eight to ten years since initial proposals, viewing the connection as increasingly viable and crucial. They agreed to move the Bluffdale connection into Phase 1 in the master plan and discussed the importance of having projects listed in the plan to facilitate funding through various entities including UDOT, WFRC, and the legislature.

Transportation Engineer McGregor noted that the project website included a feature allowing public comments, and many residents had already provided feedback. WCG also gathered public input at Herriman Town Days, asking questions about preferences for wider roads versus a smaller grid system. Engineer Terry explained that once the project list had been established, an impact fee study would determine how much of each project could be funded through impact fees based on the growth-related percentage.

2.3. Discussion regarding a proposed master development agreement with LTF Real Estate Company, Inc. for a proposed commercial development located at 4684 West 12600 South – Blake Thomas, Community Development Director

Community Development Director Blake Thomas presented a proposed Master Development Agreement (MDA) with LTF Real Estate Company (Lifetime Fitness) for a second Utah location on a 14-acre site at the northeast corner of 12600 South and Mountain View Corridor. The proposed development included a 102,000 square-foot fitness center with outdoor pool and pickleball courts.

Director Thomas explained that the MDA addressed four items requiring exceptions to city code:

1. Fencing Requirements: City Code required a 6-foot decorative masonry wall between commercial and residential uses with a 30-foot setback. Lifetime proposed a 50-foot setback with the existing vinyl fence, a landscaped berm, and vegetation instead of the precast wall. Three cross-sections were presented showing how the berm and landscaping would be implemented in different areas.
2. Signage: Lifetime requested permission for a major corridor sign. While they meet most criteria, their site is 13.6 acres rather than the required 20 acres. The proposed sign would follow all other standards for major corridor signs and would be positioned 780 feet from the Auto Mall sign across the street.
3. Building Materials: Lifetime was requesting an exception to the brick and stone requirements, proposing approximately 60% stucco instead of the 20% maximum allowed. Renderings showed a building design similar to other new Lifetime locations, with brick primarily on the front facade along with glazing and backlit signs.
4. Transportation Impact Fees: Lifetime was requesting a reduction in transportation impact fees, considering that UDOT would eventually take over 12600 South. Their calculated impact fee would be \$1,620,000, substantially higher than comparable developments due to traffic volume. Lifetime proposed paying \$500,000 with no frontage improvements, or \$350,000 with three specific frontage improvements which would include streetlights, asphalt path, and rock mulch seeding.

The Council expressed concerns about the building materials, suggesting adding vertical elements or different colors to break up the monotony of the stucco walls, particularly on the front and sides of the building. Lifetime Fitness representative Dan Beavers noted they could use darker bronze coloring for signage and extend the coloring vertically to help break up the mass.

Regarding the fence, Councilmember Hodges suggested adding lateral fencing to block access to the area behind the building, to which Representative Beavers agreed was a good compromise to keep people out of the space. The Council leaned toward accepting the \$350,000 figure in impact fees with the proposed temporary improvements, acknowledging the future UDOT jurisdictional transfer of 12600 South. Director Thomas noted the MDA would be brought back to a future meeting for approval and would include all of the updated materials based on the feedback received.

Councilmember Hodges moved to temporarily recess the City Council work meeting. Councilmember Anderson seconded the motion and all present voted aye.

The Council reconvened the Council work meeting at 9:48 p.m.

2.4. Discussion Regarding Request to Vacate Asphalt Trail Near Estates at Rose Creek Subdivision – Bryce Terry, City Engineer

Engineer Bryce Terry presented a request to vacate an asphalt trail located adjacent to the Estates at Rose Creek subdivision. He reported that of the 16 property owners adjacent to the trail, 13 supported the proposed vacation, two were opposed, and one did not respond. Engineer Terry provided a map of the trail, which connected from 13400 South, behind existing commercial properties, into the residential neighborhood. He explained that the trail was originally dedicated as a dirt equestrian trail as part of the subdivision plat and was later paved by the City in 2014.

Engineer Terry relayed concerns expressed by residents which included safety and security issues, lack of maintenance such as overgrown weeds and debris, improper use by unauthorized vehicles, and ongoing loitering within the corridor. The requestor, Mr. Adam Jacobson was in attendance and specifically noted that the trail ended at the center of an intersection, which created a safety hazard, particularly given increasing traffic volume on 13400 South.

Engineer Terry acknowledged that vacating the trail would involve certain logistical challenges, including determining how the vacated property would be divided among adjacent landowners, and addressing the associated costs of surveying and legal documentation. The Council discussed the request and expressed interest in gathering additional information prior to scheduling a public hearing. The Council directed staff to research the estimated costs of vacating the trail, determine legal requirements for obtaining consent from affected property owners, consider alternatives such as the installation of bollards to restrict vehicle access, and explore methods for collecting feedback from the broader neighborhood.

Mayor Palmer concluded the discussion by recommending that the item be placed on a future City Council work meeting agenda once the requested information had been gathered and reviewed.

2.5. Discussion regarding policy for City owned fences along corridors – Nathan Cherpesci, City Manager

City Manager Nathan Cherpesci presented a discussion regarding city-owned fences along corridors, prompted by a resident's request to replace a city-owned four-slat fence with a privacy fence for their backyard on Mirabella Street. He showed photos demonstrating that over the years, many residents had already replaced the city's fences with various types of fencing, including privacy fences. He noted that when cars hit the city's rail fences, the City completed the repairs, but it would be more expensive to repair solid fences if they were damaged.

The Council agreed that attempting to maintain uniformity at this point seemed like extremely difficult since many changes had already occurred throughout the city. They supported allowing the specific resident's request but suggested a broader review of the city's fencing ordinances and policies. They questioned whether maintaining private fences should be a city responsibility paid for with general tax dollars, noting it was an unusual burden for the City. The Council suggested revisiting fencing standards citywide to determine what is sustainable and appropriate for the city to maintain long-term.

Councilmember Hodges moved to temporarily recess the City Council work meeting to convene in a closed session to discuss pending, or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 10:14 p.m. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Absent
Mayor Lorin Palmer	Aye

The motion passed unanimously with Councilmember Ohrn being absent.

The Council reconvened the Council meeting at 10:43 p.m.

3. Adjournment

Councilmember Hodges moved to adjourn the Council work meeting at 10:43 p.m. Councilmember Henderson seconded the motion, and all present voted aye.

7:00 PM – GENERAL MEETING:

1. Call to Order

Mayor Palmer called the meeting to order at 8:04 p.m.

1.1. Invocation/Thought/Reading and Pledge of Allegiance

Operations Director Monte Johnson led the audience in the Pledge of Allegiance.

1.2. City Council Comments and Recognitions

There were no comments or recognitions offered.

2. Public Comment

Tessa Sperry submitted an electronic comment expressing opposition to the MDA in its current form. While she supported LTF's use of the land, she requested that a precast fence be installed, citing safety concerns due to past incidents of children breaking through the existing fence. She believed the precast fence would offer better protection with increased foot and vehicle traffic, as well as reduce backyard noise. She noted she had a dog and two small children and was willing to forgo use of her backyard during the installation. Additionally, she expressed concern that the proposed 52-foot building would block her current view and reduce sunlight in her yard. She felt the fence would be one way for LTF to offset those negative impacts.

Torey Olsen submitted an electronic comment stating that as a resident of the neighborhood adjacent to the homes directly north of the proposed Lifetime Fitness development, urged the City Council to maintain its standard of requiring a concrete fence between commercial and residential properties. He welcomed the development and the opportunities it would bring but emphasized that, in the interest of property values, privacy, and aesthetics, which would all be impacted, a concrete fence should be required, as has been done elsewhere in the city. He thanked the Council for considering the views of residents immediately to the north and in the broader area.

Angela Carter submitted an electronic comment expressing support for the plan to have Lifetime Fitness at the site but requested that a concrete fence be installed. She noted that the current fence was frequently kicked in and believed a concrete fence would be a significant improvement.

Raili Ballentine submitted an electronic comment explaining she was a resident of the neighborhood just north of the proposed development site, expressed support for the Lifetime Fitness project but advocated for the installation of a cement wall instead of a landscaped berm. She voiced concerns about potential noise from the facility and the impact increased traffic and foot traffic could have on the nearby neighborhood park if only a vinyl fence remained.

3. City Council Reports

3.1. Councilmember Jared Henderson

Councilmember Henderson reported on behalf of the Unified Fire Authority Board, joined the Unified Fire Division Chief Anthony Widdison in addressing recent wildfires and structure fires around the state and county. They emphasized the heightened fire risk and urged the public to exercise caution with fireworks, lithium batteries, and other fire-prone activities.

3.2. Councilmember Teddy Hodges

Councilmember Hodges reported on the Jordan Basin Improvement District Sewer District Meeting. He noted plans for a major plant expansion of about 15 million gallons to double the plant size in the next few years. He mentioned an upcoming trip to Milwaukee to tour three different plant sites with similar architecture, which would be paid for by the Jordan Basin Improvement District.

3.3. Councilmember Sherrie Ohrn

Councilmember Ohrn was excused from the meeting.

3.4. Councilmember Terrah Anderson

Councilmember Anderson representing the Mosquito Abatement District board, noted a proposed tax increase for next year that would result in an average of 99 cents per home per year. The public hearing would take place in December. She also noted an upcoming public outreach event the district will do at the Herriman Library.

4. Mayor Report

Mayor Palmer reported on behalf of the Council of Governments noting that Herriman City was awarded \$2.5 million in corridor preservation funding for the acquisition of property along 12600 South/Herriman Boulevard, between 6000 West and 6400 West.

5. Public Hearing

5.1. Public hearing and consideration of a Resolution to amend the City of Herriman budgets for fiscal year 2026 – Kyle Maurer, Director of Finance and Administrative Services

Finance Director Kyle Maurer presented two budget amendments. The first involved increasing the budget for a secondary water line project from \$1,585,000 to \$2,000,000 after receiving additional grant funding from the Division of Water Resources. The second amendment involved creating a risk management fund to account for city insurance payments, which would collect premiums from departments and pay claims or insurance premiums from the same account, with the goal of eventually partially self-funding insurance liabilities.

Mayor Palmer opened the public hearing.

No comments were offered.

Councilmember Hodges moved to close the public hearing. Councilmember Anderson seconded the motion, and all present voted aye.

Councilmember Hodges moved to approve Resolution No. R43-2025 amending the Fiscal Year 2026 Herriman City Budget. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Absent
Mayor Lorin Palmer	Aye

The motion passed unanimously with Councilmember Ohrn being absent.

5.2. Public Hearing and Consideration to vacate a portion of a Herriman City Public Utilities Easement located at approximately 12250 South 6400 West - Blake Thomas, Community Development Director

Community Development Director Blake Thomas explained that this easement was part of the Creek Ridge Cove project dedicated to Herriman in 2016. He showed that the portion proposed for vacation was a small section shown in yellow on the exhibit. Although the easement contains a water line, it was nearly 10 feet off the property line, which the water department deemed sufficient for maintenance access. Staff recommended vacating this

portion of the easement to allow the subdivision to move forward while still maintaining access to utilities.

Mayor Palmer opened the public hearing.

No comments were offered.

Councilmember Anderson moved to close the public hearing. Councilmember Hodges seconded the motion, and all present voted aye.

Councilmember Anderson moved to approve Resolution No. R44-2025 vacating a portion of an exclusive Herriman City Public Utilities Easement located at 12250 South 6400 West. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Absent
Mayor Lorin Palmer	Aye

The motion passed unanimously with Councilmember Ohrn being absent.

6. Consent Agenda

- 6.1. Request for City Council Authorization to Declare and Dispose of Surplus Property – Vehicles**
- 6.2. Approval of the July 9, 2025, City Council meeting minutes**
- 6.3. Accounting of Recently Approved Change Orders – Bryce Terry, City Engineer**
- 6.4. Consideration to Approve a Change Order for the 5600 West and 13400 South Secondary Waterline Project**

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

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Absent
Mayor Lorin Palmer	Aye

The motion passed unanimously with Councilmember Ohrn being absent.

7. Discussion and Action Items

7.1. Discussion and consideration of a Resolution appointing a representative to the Trans-Jordan Cities board – Trevor Ram, Assistant to the City Manager

Assistant to the City Manager Trevor Ram presented the request to appoint primary and alternate members to the Trans-Jordan Cities board. He explained that on June 25, 2025, the City joined Trans-Jordan Cities by resolution and now has one of eight seats on the board. Currently, six of the seven board members are city staff with one elected official. The meetings are typically held on the third Thursday of each month at 7:30 AM at the landfill's administration building.

Councilmember Sherrie Ohrn arrived at 8:25 p.m.

City Manager Nathan Cherpesci noted that the board sets rates for tipping fees, makes decisions about equipment, and works with Trans-Jordan staff. Discussion ensued about whether to appoint a council member or staff member to the position.

Councilmember Henderson moved to appoint Sherrie Ohrn as the Herriman City representative to the Trans-Jordan Cities Board. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Aye
Mayor Lorin Palmer	Aye

The motion passed unanimously.

7.2. Proposed Juniper Canyon West Trailhead and Bike Jump Park – Wendy Thomas, Assistant City Manager

Assistant City Manager Wendy Thomas presented the proposed Juniper Canyon West Trailhead and Bike Jump Park, noting that \$2,300,000 had been allocated for the project from park impact fees. This was phase 3 of the Juniper Canyon Recreation Area, located at the end of Juniper Trail Road. The concept included a cul-de-sac with angled parking, a restroom facility, a small pavilion, and about one mile of new asphalt trails connecting to existing paved trails.

The bike park would be constructed in partnership with Friends of Herriman, who secured \$150,000 in funding for that portion of the project. The bike park will feature three 500-foot lines for beginner, intermediate and advanced riders. Mayor Palmer commended Friends of Herriman for securing the funding and completing the necessary environmental studies.

Councilmember Hodges moved to a approve the proposed Juniper Canyon West Trailhead and Bike Jump Park as presented. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Aye
Mayor Lorin Palmer	Aye

The motion passed unanimously.

7.3. Discussion and Approval of a Property Use Permit Agreement for Friends of Herriman to Construct Juniper Canyon Bike Jumps in the Juniper Canyon Recreation Area – Wendy Thomas, Assistant City Manager

Assistant City Manager Thomas explained that this agreement outlined that Friends of Herriman would be able to construct the bike park in the defined area with their own insurance and contractor. The City would handle engineering oversight and inspections, and the facility will return to the city for maintenance and operations once completed.

Councilmember Henderson moved to a approve a property use agreement with Friends of Herriman to construct the Juniper Canyon Bike Jumps in the Juniper Canyon Recreation Area. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Aye
Mayor Lorin Palmer	Aye

The motion passed unanimously.

7.4. Fire Station 103 Replacement Contract Approval – Justun Edwards, Public Works Director

Operations Director Monte Johnson presented the Fire Station 103 replacement contract for approval. In June 2025, the City Council approved a design contract with AJC Architects to design the station using UFSA's standard small prototype design. The design was complete, and the building permit had been approved.

The project was publicly noticed for bid on June 17th through a two-phase qualification and base bid RFP process. Thirteen contractors submitted qualifications, which were narrowed to four. KIER Construction submitted the lowest bid at approximately \$6.8 million and received the highest overall cumulative score.

City Manager Nathan Cherpesci recommended including a 10% contingency for unforeseen issues that might arise during construction, particularly when excavating foundations. He noted that while the design has been built 6-7 times already and KIER Construction had prior experience with it, contingencies were still important for unexpected conditions.

Councilmember Henderson moved to approve awarding the Fire Station 103 replacement contract to KIER Construction including a 10% contingency for unforeseen issues. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohm	Aye
Mayor Lorin Palmer	Aye

The motion passed unanimously.

7.5. Review and consider a recommendation to amend Chapter 10-34 of the Herriman City Code to reduce the minimum rear and side yard setback requirement of accessory structures when adjacent to public open space to three (3) feet and expand enforcement remedies in Chapter 10-7 of the Herriman City Code to include building height deviations no greater than 10% when substantial construction has been undertaken in good faith, subject to City approval. (City File Z2025-040) – Michael Maloy, City Planner

City Planner Michael Maloy presented the petition initiated by a resident regarding accessory structure setbacks. The proposal would allow for a 3-foot minimum setback when an accessory structure was adjacent to open space, rather than increasing setbacks as

structures get taller, as is currently required by code. The existing code mandates that for structures exceeding 16 feet in height, setbacks must increase by one foot for each additional foot of height.

The amendment also proposed a 10% modification to height requirements through the enforcement provisions, similar to the existing 10% allowance for setbacks. City Planner Maloy suggested this was a best practice recommendation, allowing for minor deviations that are typically hard to distinguish visually.

The Council expressed concerns about the wording of the amendment, which wasn't specific to only the property line adjacent to open space. It was pointed out that it needed to ensure setback requirements would still apply to property lines adjacent to neighboring properties, not just open spaces. Councilmember Henderson emphasized that while the proposal to allow a 3-foot setback adjacent to open spaces was reasonable, the same logic couldn't be applied to boundaries shared with residential properties.

City Planner Maloy clarified that the proposal's allowance would apply to both the side and rear property lines if they were adjacent to open spaces. Councilmember Anderson inquired about the minimum setback distance of 3 feet and its adequacy for maintenance purposes. The Council suggested to continue the discussion to a future meeting in order to have precise language available to address the concerns and avoid misinterpretation when plans are reviewed and approved. The Council expressed the importance of tailoring the language to specify that the reduced setback only applied to lines adjacent to public open spaces and to maintain standard requirements for boundaries shared with residential neighbors.

Councilmember Henderson moved to continue the Title 10 amendment of Herriman City Code to reduce setbacks of accessory structures adjacent to open space and expand enforcement remedies to include building height deviations. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<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.

7.6. Review and consider an ordinance to amend Title 10 of City Code to expand telecommunication services by modifying the location criteria and related standards for the construction and operation of wireless communication facilities, including monopoles, on non-residential property in Herriman – Michael Maloy, City Planner

City Planner Maloy presented an ordinance amendment to expand telecommunications services by modifying standards for wireless communication facilities. The need for this amendment arose from the current requirement that monopolies be located on public and quasi-public spaces. However, as the City has continued to grow, there has been a scarcity of institutional uses available for these installations, leading to increasing demand for improved cellular coverage. The proposed amendment was drafted in collaboration with special counsel who are experienced in telecommunications issues, looking to expand locations to include private non-residential properties that meet specific criteria.

City Planner Maloy emphasized the significance of line-of-sight for effective antenna coverage, explaining that taller monopoles could support multiple co-locations, thereby enhancing service delivery by several carriers. With poles extending up to 80 feet, the expanded capacity would enable better coverage, which has become essential as residents rely heavily on cellular services for both personal and professional communications, particularly with many working from home and using multiple devices that connect to wireless networks.

City Planner Maloy noted that the amendment has been met with some concerns regarding aesthetics and its alignment with the city's overall zoning plans. The Planning Commission recommended that all locations should remain conditional uses rather than moving to permitted uses, as requested by the applicant. Commission stipulated that the minimum distance between a monopole and adjacent residential property lines should be equivalent to the height of the monopole. For example, an 80-foot pole would necessitate an 80-foot setback from neighboring residential property lines. The maximum height of the monopoles, as per the amendment, should be capped at 80 feet. Mark Williams, representing the applicant, participated remotely in the meeting and was prepared to address any questions from the Council.

Councilmember Henderson moved to approve Ordinance Number 2025-18 amending Title 10 of the Herriman City Code to expand the regulatory standards and location criteria of wireless telecommunication facilities on non-residential properties with the Planning Commission's recommendations. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson Aye

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

The motion passed unanimously.

7.7. Review and consider an ordinance to amend Herriman City Code subsections §10-3-6(E) to include the storage of semi-trailers in the definition of "Recreational Vehicle Storage Yard," and §10-13-4 to allow alternate fencing material and a fencing exception in the Manufacturing and Commercial Zones, and §10-30-5 to allow for an extension of time for "Temporary Uses" for seasonal attractions – Michael Maloy, City Planner

City Planner Maloy presented a privately initiated petition to amend the zoning code to allow what would typically be considered a temporary use to have a longer duration, specifically up to 35 days per temporary use permit, under the category termed as a "seasonal attraction." This amendment included language to allow storage of semi-trailers under the existing definition of a recreational vehicle storage yard. Additionally, it proposed modifications to the fencing requirements, suggesting that the use of 8-foot-high vinyl-coated chain link fences, combined with landscaping, could be utilized for screening purposes instead of the mandated solid walls or fences.

City Planner Maloy detailed the extent of the proposed changes and acknowledged that the Planning Commission had reviewed the amendment. The commission conducted a hearing on June 18, 2025, and subsequently recommended denial of the proposal with a unanimous vote of 6-0. Concerns raised during the Planning Commission public hearing focused on the long-term impact of such uses on property development and the potential for conflict with existing zoning objectives.

Councilmember Hodges expressed several concerns about the ordinance amendment. He emphasized worries about the long-term implications of storing semi-trailers and other structures like the proposed fencing on properties. Councilmember Hodges highlighted potential issues related to upkeep, safety, and vandalism that could arise from unattended structures. He noted the potential negative activities that could be associated with such environments. Despite acknowledging the appeal of enabling seasonal events within the City, he was firm in his apprehension about the possible negative consequences these amendments might invite.

Councilmember Anderson echoed similar sentiments, recognizing the complexity and potential risks involved in changing the zoning code to accommodate longer-duration uses and modified storage definitions.

Councilmember Hodges moved to deny the amendment to the Herriman City Code section 10-3-6E, section 10-13-4, and subsections 10-30-5. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Aye
Mayor Lorin Palmer	Aye

The motion passed unanimously.

8. Future Meetings

- 8.1. Next Planning Meeting: August 20, 2025**
- 8.2. Board of Canvassers Meeting: August 26, 2025 @ 5:00 p.m.**
- 8.3. Next City Council Meeting: August 27, 2025**

9. Events

- 9.1. Hungry Herriman Food Truck Roundup: Monday Evenings @ Crane Park 5:00 p.m.**

10. Closed Session

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

The closed session was conducted during the work meeting.

11. Adjournment

Councilmember Hodges moved to recess the City Council meeting and reconvene in the work session at 9:38 p.m. Councilmember Henderson seconded the motion, and all voted aye.

12. Recomence to Work Meeting (If Needed)

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on August 13, 2025. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



SPECIAL BOARD OF CANVASSERS MINUTES

Tuesday, August 26, 2025
Awaiting Formal Approval

The following are the minutes of the City Council Meeting of the Herriman City Council. The meeting was held on **Tuesday, August 26, 2025, at 5:00 p.m.** In the Herriman City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Lorin Palmer

Councilmembers Present: Terrah Anderson, Jared Henderson, Teddy Hodges, and Sherrie Ohrn

Councilmembers Excused: Teddy Hodges

Staff Present: City Manager Nathan Cherveski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, City Attorney Todd Sheeran, Communications Manager Jonathan LaFollette.

5:00 PM - SPECIAL MEETING:

1. Call to order

Mayor Lorin Palmer called the meeting to order at 5:01 p.m.

2. Results of primary election

2.1. Discussion and consideration of a resolution finding and promulgating the results of the 2025 municipal primary election – Jackie Nostrom, City Recorder

City Recorder Jackie Nostrom offered a brief overview of the Primary Election held August 12, 2025, and identified the candidates. She informed the Council that the official results for the Council District 2 position of the Primary Election to be as follows: 570 votes were cast in

favor of Matt Basham; 390 votes were cast in favor of Heather Garcia; and 227 votes were cast in favor of Rodman D. Grimm.

City Recorder Nostrom declared that the nominated candidates for Council District 3 would be Matt Basham and Heather Garcia. The names of the nominees would appear on the November 4, 2025, ballot for the Herriman City Municipal General Election.

Councilmember Ohrn moved to approve Resolution No. R46-2025 certifying the canvass of the 2025 Herriman City Municipal Primary Election. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson Aye

Councilmember Jared Henderson Aye

Councilmember Teddy Hodges Absent

Councilmember Sherrie Ohrn Aye

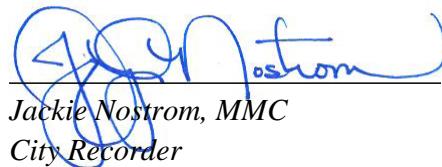
Mayor Lorin Palmer Aye

The motion passed unanimously with Councilmember Hodges being absent.

3. Adjournment

Councilmember Ohrn moved to adjourn the Herriman City Board of Canvasser’s meeting at 5:05 p.m. Councilmember Anderson 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 August 26, 2025. This document constitutes the official minutes for the Herriman City Board of Canvasser’s Meeting.


Jackie Nostrom, MMC
City Recorder

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CITY COUNCIL MINUTES

Wednesday, August 27, 2025
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, August 27, 2025, at 5:30 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Lorin Palmer

Councilmembers Present: Terrah Anderson, Jared Henderson, Teddy Hodges, Sherrie Ohrn

Staff Present: City Manager Nathan Cherveski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, City Attorney Todd Sheeran, Communications Manager Jonathan LaFollette, Community Development Director Blake Thomas, Public Works Director Justun Edwards, Police Chief Troy Carr, City Engineer Bryce Terry, Operations Director Monte Johnson, City Planner Michael Maloy, Building Official Cathryn Nelson, UFA Assistant Chief Anthony Widdison, Assistant to the City Manager Trevor Ram, and Public Utilities Engineering Manager Jonathan Bowers.

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

1. Council Business

Mayor Palmer called the meeting to order at 5:32 p.m.

1.1. Review of this Evening's Agenda

Council and staff briefly reviewed the agenda.

1.2. Future Agenda Items

Councilmember Terrah Anderson raised a concern about the City's ordinance amendment fee structure. She questioned whether residents should be able to pay a fee to petition for ordinance changes or if such requests should only come through City Council members. Councilmember Anderson noted that the City had recently received two paid requests for ordinance amendments that didn't seem to have broad support beyond the petitioner, and she expressed concern about the staff time required to process these requests.

Councilmember Jared Henderson asked about the current process, wondering what procedures exist for ordinance change requests. City Manager Nathan Cherpesci observed that Herriman is the only place he's worked where individuals can pay to request an ordinance change, noting that in other jurisdictions, residents typically approach their council representative or staff identifies needed changes. He pointed out that while zoning requests are different as they involve property owners, the ability to pay for general code changes seems unusual.

The Council discussed that currently there are three avenues for requesting ordinance changes: approaching a Council member, paying the fee, or working with staff who identify broken code sections. City Manager Cherpesci expressed concern that requiring payment could prevent legitimate requests from residents who lack financial means.

City Planner Michael Maloy informed the Council that staff is reviewing the fee structure and may propose a substantial increase based on actual staff time costs. Currently, the fee amendment process is available to property owners or their agents and applies to any code section, not just land use codes. City Manager Cherpesci agreed to bring back information about how often this process is used and explore the issue further at a future work meeting.

Councilmember Hodges requested a future discussion about Blackridge, specifically addressing what happened recently and what precautionary measures or use changes might be needed going forward. He acknowledged that staff has likely discussed the matter internally. It was confirmed this would be addressed during the annual parks update, which typically occurs around Labor Day when staff compiles annual statistics.

1.3. Council discussion of future citizen recognitions

There were no future citizen recognitions discussed.

2. Administrative Reports

2.1. Quarterly Report on Capital Projects – Bryce Terry, City Engineer

City Engineer Bryce Terry provided a brief overview of current capital projects. He highlighted the planter bed project in front of City Hall, which is retrofitting drainage from

the roof and parking lot to infiltrate water into the ground before sending excess to the storm drain. This project, largely funded by the state, serves as an educational showcase for Low Impact Development practices mandated for retrofitting older storm drain infrastructure. The project is expected to be completed by mid-September.

Engineer Terry also reported on the median project out front, funded by a grant to convert sod to water-efficient landscaping. This project would look to save water and protect pavement from sprinkler system damage, with work continuing through the end of the year and possibly into spring.

Additional roadway projects include 7300 West off Main Street being filled, and 6400 West north of Herriman Boulevard, which was paved last week. The road will extend from Herriman Boulevard north to Midas Creek, with the bridge over Midas Creek and the next phase to 11800 South to follow.

Engineer Terry announced that Mountain Ridge Park's ribbon cutting is scheduled for next week, making it available to the public, and the White Hollow Trailhead groundbreaking will occur the same week.

Councilmember Henderson inquired about Miller Crossing subdivision, where trench settlement over sewer and water lines installed 6-7 years ago has caused road sinking and protruding manholes. Engineer Terry explained that the project is on the consent agenda for final approval, with the sewer district covering sewer trench repair costs and the city covering water trench repairs, followed by a mill and overlay of the road surface.

When asked about warranties, Engineer Terry explained that the Public Works Association standard for Utah cities is a one-year construction warranty. The likely cause is improper compaction during backfilling, though this is unusual as it affects the entire subdivision rather than isolated areas. Camera inspection confirmed the issue isn't from leaking pipes. Engineer Terry noted that while contractors use approved materials and undergo testing, the widespread nature suggests a compaction issue.

Councilmember Henderson expressed concern about the costs, with the city's portion at approximately \$100,000 and the sewer district's at \$200,000-\$250,000. When asked about prevention measures, Engineer Terry assured the council that the City now has better material specifications, more trained inspectors, and third-party testing agencies, though he acknowledged that inspection coverage requires balancing resources across multiple job sites. The city maintains records of contractor performance and could potentially blacklist contractors who repeatedly cause problems, though the contractor responsible for Miller Crossing hasn't had previous issues of this magnitude.

2.2. Consideration of a Policy regarding Sponsorships, Donations and Naming Rights

– Wendy Thomas, Assistant City Manager

Assistant City Manager Wendy Thomas presented an early draft framework for how the city accepts donations. She highlighted that the policy includes a \$50,000 threshold and donations above this amount would require City Council approval, while those below would be approved by the City Manager. Assistant City Manager Thomas acknowledged this was an arbitrary figure and sought Council input.

The Council discussed the threshold in context of other city policies. City Manager Cherpesci noted that the purchasing policy uses \$250,000 as a threshold for budgeted items requiring Council approval, while change orders are reported at \$50,000 or when cumulative changes reach that amount. Councilmember Anderson suggested the policy needs additional language regarding naming rights, questioning whether they should be folded into sponsorships. The Council discussed various scenarios, including arena naming rights where sponsors might pay \$50,000 annually for 10 years. Assistant City Manager Thomas clarified this would still be considered a sponsorship that includes naming rights.

The Council expressed concern about naming roads after individuals, the Council agreed this could become controversial. They also discussed the practical difficulties of changing street names, citing the confusion with facilities like the Delta Center's multiple name changes and the addressing nightmares created when Herriman Street became four different addresses. Council consensus was to focus the policy on events, parks, and gathering places rather than roads.

2.3. Discussion regarding a property use agreement with Utah Soccer Federation to construct a park at approximately 14002 S Sentinel Ridge Blvd. – Wendy Thomas, Assistant City Manager

Assistant City Manager Thomas explained that negotiations with Utah Soccer Federation have been ongoing, with the most recent discussions occurring 6-8 weeks ago. The Federation was requesting that the City pay for bathroom improvements and landscape improvements around the park and park strips on all four sides of the property. The Federation was asking for 24 weeks per year of preferred use.

Councilmember Henderson questioned the financial arrangement, noting the City was contributing land worth \$2.5-3 million. He expressed concern that the Utah Soccer Federation was seeking near-exclusive use of the fields for a significant portion of the year, while the City would remain responsible for ongoing maintenance. The Analysis showed that during the prime season from mid-May to mid-September, only 19 days would be available for general public use. The City would maintain the facility year-round, including mowing the 5-acre site.

The Council reached consensus that while it is reasonable for the City to fund park strip landscaping for aesthetic purposes, it should not fund the construction of the restroom facility, as the Utah Soccer Federation would be unable to utilize the fields during their 20+ weeks of use without restrooms in place. The proposed prefabricated restroom facility would be consistent with others previously installed by the City. Assistant City Manager Thomas agreed to continue negotiations with this direction from the Council.

2.4. Request from Camp Williams for the FY 26 REPI Challenge Funding – Wendy Thomas, Assistant City Manager

Assistant City Manager Thomas presented a request related to Herriman's participation in two sentinel landscapes: the Great Salt Lake Sentinel Landscape and the West Traverse Sentinel Landscape. As the only agency able to accept Department of Defense funds due to the Joint Land Use Study (JLUS) agreement, the City would serve as a pass-through for grant money.

The funds would support a website portal for landowners to learn about available conservation programs and assistance. Assistant City Manager Thomas emphasized that the only City involvement would be her and Finance Director Kyle Maurer's time for invoicing and transferring funds to the agencies.

Councilmember Henderson confirmed there would be no cost recovery for staff time, as this is a straight pass-through arrangement similar to previous assistance provided to Saratoga Springs for their cemetery. The council expressed support for continuing the partnership with Camp Williams, recognizing benefits for community landowners.

Councilmember Ohrn moved to temporarily recess the City Council work meeting to convene in a closed session to discuss pending, or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 5:56 p.m. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Aye
Mayor Lorin Palmer	Aye

The motion passed unanimously with Councilmember Ohrn being absent.

The Council reconvened the Council meeting at 6:37 p.m.

3. Adjournment

Councilmember Ohrn moved to adjourn the Council work meeting at 6:37 p.m. Councilmember Henderson seconded the motion, and all present voted aye.

7:00 PM – GENERAL MEETING:

4. Call to Order

7:02 p.m. Mayor Palmer called the meeting to order at 7:02 p.m.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

City Planner Michael Maloy led the audience in the Pledge of Allegiance. Mayor Palmer asked for a moment of silence to honor the recently fallen Tremonton-Garland Police Department officers who were killed in the line of duty.

4.2. City Council Comments and Recognitions

There were no comments or recognitions offered.

5. Public Comment

David Civello addressed the Council regarding the Lifetime facility. He noted he lived in one of the houses directly adjacent to the proposed development and expressed concerns about the Master Development Agreement. He stated that the planned vinyl fence separating residential properties from the development was inadequate, given the proximity of homes to the facility. He emphasized that many neighboring residents shared his concerns and believed that, at a minimum, a precast wall should be constructed to provide appropriate privacy and separation from the gym, sports courts, and pool area.

Councilmember Henderson clarified that the item had not been approved yet and explained the two options that would be considered: one with a precast wall and minimum 20-foot setback for a two-story building, or the alternative proposal with a 50-foot setback, landscaped berm, and vegetation. He noted that Councilmember Hodges had suggested to close off the rear area with wrought iron fencing to prevent public access and potential vandalism.

6. City Council Reports

6.1. Councilmember Jared Henderson

There was no report.

6.2. Councilmember Teddy Hodges

Councilmember Hodges reported on behalf of the Jordan Basin Improvement District board and highlighted a recent site visit to another state's facilities to get a close-up view of an expanded site as the District makes plan to expand their facility.

6.3. Councilmember Sherrie Ohrn

Councilmember Ohrn informed the Council of the Wasatch Front Waste and Recycling District General Manager Pam Roberts upcoming retirement.

She also talked about a ribbon cutting for the new Trans-Jordan Cities transfer station located in Sandy City that will soon be open to residents to dispose of garbage.

6.4. Councilmember Terrah Anderson

Councilmember Anderson stated she had nothing to report.

7. Mayor Report

Mayor Palmer reported on the recent League of Utah Cities and Towns board meeting, where consensus was reached on allowing the state to mandate that all cities have an external ADU policy.

The Mayor also attended Jake Burns' retirement reception, congratulating him on a phenomenal 20-year career in law enforcement and wished him luck as he was planning on entering the financial advisor field.

At the Council of Mayors meeting, discussions continued about interactions between law enforcement and jails. Mayor Palmer announced this topic would become a session at the October League conference.

8. Reports, Presentations and Appointments

8.1. Wasatch Front Waste and Recycling District Report – Pam Roberts, Wasatch Front Waste and Recycling District General Manager

Wasatch Front Waste and Recycling District General Manager Pam Roberts began by acknowledging this was bittersweet as her final presentation before retirement and introduced Evan Tyrell as her successor, who had been officially appointed by the Board of Trustees the previous Monday.

Mr. Evan Tyrell introduced himself and shared his background, including dual graduate degrees in public affairs and environmental science from Indiana University. His relevant experience included serving as Executive Director for the Grand County Utah Solid Waste Special Service District for approximately four years, managing two landfills, a transfer

station, collection, hauling, recycling, and waste diversion initiatives. More recently, he served as solid waste and fleet services director for the City of Flagstaff, Arizona.

Manager Roberts presented on WFWRD services and recent developments. She emphasized the \$26 monthly fee covered weekly curbside garbage and recycling collection, seasonal container programs providing at least 60 containers per day, can repair/replacement within 5-7 business days, in-house customer service, seasonal services including central leaf bag and curbside Christmas tree collection, landfill vouchers, and a central glass recycling site at the old fire station.

Addressing the 40% fee increase implemented in 2024, Manager Roberts explained the necessity due to salary market adjustments, wage increases for driver recruitment and retention, and implementation of a driver apprentice program. She noted there was a five-year gap between fee increases from 2018 to 2023, and in hindsight, acknowledged that the delay was too long, and the increase was insufficient.

Manager Roberts detailed cost-saving measures including:

- Light duty truck adjustments saving \$136,000 this year and \$7,000 ongoing
- Missed can verification program using dash cams, revealing 46% of missed can reports were false, saving \$47,000 so far
- Switching from CNG to diesel trucks for 8 replacement vehicles, saving \$400,000
- Personnel changes including reduction of training coordinator position and not replacing a retired veteran supervisor

Total cost savings amounted to \$903,000 for 2025 and \$327,000 ongoing.

Regarding recycling programs, Manager Roberts reported Herriman maintained a 19% recycling rate from January through June, slightly decreased from 2024 but above the district's 18% goal. She highlighted that Herriman had over 1,800 green waste subscribers, the second highest in the district. The contamination rate in recycling bins was about 20%, better than the national average of 25%.

For the seasonal container program, Manager Roberts explained the shift from street delivery to driveway placement due to CDL driver shortages. Despite starting with 10 seasonal drivers and ending with only 7, the district delivered 909 containers in Herriman out of just over 1,000 requested, collecting and hauling 512 tons of material at \$21,000 in tipping fees alone.

Councilmember Hodges praised the dumpster program, noting how it fostered community cooperation when neighbors shared containers. He inquired about the cost analysis between CNG and diesel vehicles. Manager Roberts explained that while CNG trucks initially saved

money through tax credits and lower fuel costs, the gap between CNG and diesel prices had narrowed, and diesel trucks maintained better resale value. The board chose diesel to save \$400,000 on 8 replacement trucks, with plans to test emissions going forward.

Councilmember Ohrn emphasized that the withdrawal feasibility study was a due diligence process that she felt like it was necessary to make sure that we are offering residents the best service at the best price possible. She expressed appreciation for Manager Roberts' leadership and the professionalism of the WFWRD team.

Manager Roberts concluded by addressing the drivers serving Herriman, emphasizing that the City's decisions are driven by a need for long-term efficiency and cost effectiveness, and were not a reflection on individual driver performance. She noted that Herriman residents regularly submit recognition awards for the drivers, with each of the five to seven drivers serving the area having earned at least \$500 in recognitions so far this year.

Mayor Palmer thanked Manager Roberts for her service to the community, wishing her well in retirement and expressing appreciation for her friendship to the city. Manager Roberts responded emotionally, noting she had served Herriman since its early days and watched it double in size since she started in 2007.

9. Public Hearing

9.1. Public hearing and consideration of a Resolution amending the City of Herriman budget for fiscal year 2026 – Kyle Maurer, Director of Finance and Administrative Services

Finance Director Kyle Maurer presented three requested budget amendments:

1. Fire Service Area: Allocation of approximately \$4.3 million for the fire station rebuild. A portion of the project is impact fee eligible, though current impact fee balances were insufficient to cover the full amount. A year-end analysis identified an additional \$583,000 available beyond the original budget.
2. Development Services: Request for \$750,000 to procure new community development software. The City's previous vendor was acquired by a company phasing out custom programming. Staff recommended transitioning to a packaged solution with minimal customization. The RFP process is ongoing, and final costs may vary. Funding would come from permit and building fees, with sufficient reserves to maintain policy thresholds.
3. Capital Projects Fund: Amendments included approximately \$2.6 million in corridor preservation awards for the Herriman Boulevard widening and bike lane projects, to be reimbursed by the County upon completion. Additionally, Fire Station 103 replacement was being budgeted within the Capital Projects Fund.

Mayor Palmer opened the public hearing.

No public comments were offered.

Councilmember Hodges moved to close the public hearing. Councilmember Henderson seconded the motion, and all present voted aye.

Councilmember Ohrn moved to approve Resolution No. R47-2025 amending the Fiscal Year 2026 Herriman City Budget. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<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.

10. Consent Agenda

- 10.1. Approval for staff to negotiate with Waste Management to provide solid waste services
- 10.2. Approval of a Local Consent for an off-premises beer retailer license for Su Casa Market, LLC, to be issued and regulated by the Utah Department of Alcoholic Beverage Services – Sandra Llewellyn, Economic Development Coordinator
- 10.3. Approval of a Resolution to grant Local Consent for a Restaurant Limited-Service License for Adelphi Brunch and Tea Salon located at 5139 Miller Crossing Dr to be issued and regulated by the Utah Department of Alcoholic Beverage Services
- 10.4. Consideration to Approve Construction Contract for Miller Crossing Pod 1 Trench Repair Project – Bryce Terry, City Engineer

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

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<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.

11. Discussion and Action Items

11.1. Discussion and Consideration of a Master Development Agreement with LTF Real Estate Company, Inc. for a Commercial Development Located at 4684 West 12600 South – Blake Thomas, Community Development Director

Community Development Director Blake Thomas presented the Master Development Agreement for a Lifetime Fitness facility at the northeast corner of Mountain View Corridor and Herriman Boulevard. The Planning Commission had recommended approval on August 6, 2025. The project included two lots: 12.6 acres for the Lifetime center and 0.96 acres reserved for future development. The proposed facility would be 102,000 square foot, world-class athletic club and fitness center.

The Master Development Agreement (MDA) for the Lifetime Fitness project included four key requests:

1. Fencing: Lifetime proposed a 50-foot setback from the property line with enhanced landscaping and a berm, in lieu of the required precast fence with minimum setbacks for buildings over 35 feet tall. Staff supported the change, considering it an overall improvement. Wrought iron fencing would be installed around the pool area and building to restrict public access to rear property lines.
2. Signage: A request was made for a major corridor sign, typically allowed on lots of 20 acres or more, though the project site is 13.6 acres. The sign would include digital displays facing 12600 South and Mountain View Corridor, with a static Lifetime logo to conceal mechanical components.
3. Building Materials: Based on Council feedback, the design was updated to include darker tones around signage and additional color variation. The request sought an exception to standard code, allowing deviation from the 60% brick and stone requirement for large commercial buildings over 40,000 square feet, and to permit use of more than 20% stucco materials.
4. Transportation Impact Fees: Lifetime requested a reduction in transportation impact fees from approximately \$1.6 million to \$350,000, citing the expected jurisdictional transfer of 12600 South to UDOT upon completion of the U-111 realignment. As the city would no longer be responsible for related improvements (totaling \$3.975 million), Lifetime proposed instead to construct an 8-foot asphalt trail, install required street lighting, and provide rock mulch or native seed mix along the frontage.

Councilmember Henderson invited resident Civello up to the podium to informed him, that if he lived adjacent to this project, he would prefer to maximize the setback to reduce the incline, incorporating a berm with trees for added screening, and ensure the area was secure to prevent children from accessing or tampering with the gate or fence. Mr. Civello responded that he was not previously aware of the berm details and acknowledged the increased setback with landscaping may be a preferable alternative.

Applicant Dan Beavers from Lifetime clarified that the drive lane behind the building was a hammerhead turnaround for fire and trash vehicles, and the gravel area was for stormwater conveyance. The Council discussed safety concerns about parking areas near residential properties. Director Thomas showed photos of the site, explaining that a high-pressure gas line prevented landscaping or precast installation in certain areas. He noted there were 13 homes along the site from the Liberty Villages subdivision, with the park providing 307 feet of buffer before homes began. Councilmember Ohrn expressed satisfaction that residents' concerns were addressed, noting that precast walls wouldn't provide additional privacy over 6-foot vinyl fencing but that the increased setback and landscaping would help with noise from pickleball courts and the pool.

Councilmember Henderson moved to approve Ordinance No. 18-2025 approving a Master Development Agreement with Lifetime Fitness for a commercial development located at 4684 West 112600 South. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Aye
Mayor Lorin Palmer	Aye

The motion passed unanimously.

11.2. Adoption of the International Property Maintenance Code (IPMC) – Todd Sheeran, City Attorney

City Attorney Todd Sheeran presented the adoption of the International Property Maintenance Code to complement existing adoptions of international building and fire codes. He explained that the purpose of the provision was to establish a process for addressing properties in disrepair. By adopting the code section by reference, the City would gain a tool to take action on issues such as deteriorating or unsafe structures.

Councilmember Ohrn inquired about potential drawbacks. Attorney Sheeran responded that the main challenge would be becoming familiar with implementing new code through code enforcement. He noted that if issues arose, the City could return with amendments to specific provisions as needed. Councilmember Hodges asked about readability and interpretation. Attorney Sheeran confirmed that the code section was relatively readable compared to more complex statutory language.

Councilmember Ohrn moved to approve Ordinance No. 19-2025 adopting the International Property Maintenance Code. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<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.

11.3. Consideration to Approve a Reduction in the Scope of Work for the Old Town Waterline Project to Provide Adequate Owner's Contingency – Jonathan Bowers, Engineering Manager of Public Utilities

Public Utilities Engineering Manager Jonathan Bowers presented the need to adjust the Old Town waterline project scope due to budget constraints. The project, designed in 2018 to upsize undersized lines and replace aging infrastructure, received EPA funding in 2023 allowing consolidation of multiple smaller projects. Construction began in January 2025.

The project budget of just over \$4 million included an original contract of \$3.5 million. Prior approved change orders totaled \$183,000, with proposed additional change orders of \$103,435, leaving only \$12,000 in contingency if approved. Manager Bowers displayed a map showing completed and incomplete sections and proposed to remove the section along 13400 South from the project scope to bolster the owner's contingency for unforeseen items.

City Manager Nathan Cherpesci provided context for the overruns, explaining that the 10% contingency was insufficient for work in older areas. He noted that when working in older parts of town and replacing existing utility lines, unforeseen issues often arise. In hindsight, some areas may have benefitted from larger lines, and in similar situations, the City typically installs 15-20 inch lines to accommodate aging infrastructure.

Specific challenges included: A pipe documented as 10-inch was actually 12-inch, requiring \$31,000 in changes, Additional asphalt depth in older streets costing \$112,000 more, Unexpected connections not shown on any plans, Poor quality as-built drawings from before the city's incorporation, and EPA approval delays extending from the typical 30-60 days to over 6 months.

Manager Bowers explained the economic rationale for removing the 13400 South section: the waterline widening project scheduled for 2031 would require removing the asphalt anyway, making it a sunk cost. The aging infrastructure in the blue sections was older than the 13400 South line, which only needed upsizing to meet standards rather than replacement.

Councilmember Anderson asked about prioritization to which Manager Bowers confirmed there were sections prioritized due to older infrastructure, while the 13400 South line, though undersized, was hydraulically adequate for current needs.

Councilmember Ohrn moved to approve a reduction in the scope of work for the olde town waterline project to allow for adequate owner's contingency to finish the project as outlined in option 1. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Aye
Mayor Lorin Palmer	Aye

The motion passed unanimously.

11.4. Discussion and consideration of a property use agreement with Utah Soccer Federation to construct a park at approximately 14002 S Sentinel Ridge Blvd. – Wendy Thomas, Assistant City Manager

Assistant City Manager Wendy Thomas presented the ongoing proposal with the Utah Soccer Federation's (USF) Legacy Program to fund multi-sport soccer fields. The original agreement involved USF constructing the park in exchange for preferred use, reserving 12 weeks each in spring and fall, with remaining time allocated for city use or rental.

She highlighted recent discussions revealed USF's request for the City to cover approximately \$1 million in additional costs for landscaping, park strips, and restroom facilities, which are not currently budgeted through park impact fees or the general fund. Assistant City Manager Thomas proposed cost-sharing alternatives, including splitting

restroom facility expenses based on usage percentages, with USF paying their proportional share.

Mayor Palmer suggested the City cover park strip costs as standard landscaping, while USF would fund the restroom facility. Councilmember Ohrn supported the suggestion. Councilmember Hodges expressed openness to usage-based cost sharing but highlighted challenges in calculating fair percentages. Councilmember Henderson emphasized the high value of land, noting it as the most significant cost factor in such arrangements. Councilmember Hodges added that the land value was approximately \$3 million, indicating the City's overall benefit in the agreement. Council consensus was that USF would provide the fields and restrooms, while the City would contribute land and landscaping costs through reimbursement.

Assistant City Manager Thomas agreed to return with a finalized agreement for formal approval at a future meeting, deferring action at this time.

12. Future Meetings

- 12.1. **Next Planning Meeting: September 3, 2025**
- 12.2. **Next City Council Meeting: September 10, 2025**

13. Events

- 13.1. **Hungry Herriman Food Truck Roundup: Monday Evenings @ Crane Park 5:00 p.m.**

14. Closed Session

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

Councilmember Hodges moved to temporarily recess the City Council meeting to convene in a closed session to discuss pending, or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 8:30 p.m. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson	Aye
Councilmember Jared Henderson	Aye
Councilmember Teddy Hodges	Aye
Councilmember Sherrie Ohrn	Aye

Mayor Lorin Palmer

Aye

The motion passed unanimously.

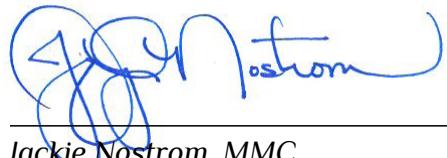
The Council reconvened the Council meeting at 9:36 p.m.

15. Adjournment

Councilmember Ohrn moved to adjourn the Council work meeting at 9:36 p.m. Councilmember Hodges seconded the motion, and all present voted aye.

16. Recommence to Work Meeting (If Needed)

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on August 27, 2025. This document constitutes the official minutes for the Herriman City Council Meeting.



*Jackie Nostrom, MMC
City Recorder*



SPECIAL CITY COUNCIL MEETING MINUTES

Tuesday, September 16, 2025
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Tuesday, September 16, 2025, at 3:00 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Lorin Palmer

Councilmembers Present: Terrah Anderson, Jared Henderson, Teddy Hodges, Sherrie Ohrn

Staff Present: City Manager Nathan Cherveski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, City Attorney Todd Sheeran, Communications Specialist Mitch Davis, Community Development Director Blake Thomas, Police Chief Troy Carr.

3:00 PM:

1. Call to Order

Mayor Lorin Palmer called the meeting to order at 3:00 p.m.

2. Discussion and Action Items

2.1. Discussion and consideration of a resolution releasing city interest in a property approximately located at 12225 South Herriman Main Street – Todd Sheeran, City Attorney

Councilmember Hodges moved to temporarily recess the City Council meeting to convene in a closed session to discuss the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 3:01 p.m. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<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.

The Council reconvened the Council meeting at 3:38 p.m.

City Attorney Todd Sheeran provided background on the property interest issue. He explained that at the previous council meeting, the Council approved a land transfer agreement related to property the city has interest in, with the goal of getting a facility built on the site. The agreement required any investors to sign an acknowledgment stating they had read and agreed to the terms.

City Attorney Sheeran reported that after the agreement was signed and recorded against the property, the acknowledgment was sent to the future investor who declined to sign it. Subsequently, Ray Brown, the mortgage broker between MLM and the investor, reached out to inquire if selling the property was an option. City Attorney Sheeran noted that the investor's timeline required a decision by Wednesday, which prompted the need for this special meeting. The proposal involved buying the property at a discount with some timeline to develop the property according to the concept plan in the revised land transfer agreement, but without the detailed timelines that were in the original agreement.

Councilmember Teddy Hodges stated that the Council had discussed various options but felt they were missing significant information needed to make the best decision. He expressed concern about the pressure of a special meeting and time constraints, suggesting it didn't serve citizens well. Councilmember Jared Henderson added that the purchase offer was "nowhere near the amount that would serve the public's needs." He noted that the size and scope of the project had been reduced to a much smaller footprint, and the public improvements and partnership were not the same as originally discussed. Councilmember Henderson expressed frustration that after agreeing to terms at the last meeting, the investor had declined and then requested an emergency decision. He agreed with Councilmember Hodges that making last-minute decisions was inadvisable and that the Council should take time to explore all available options.

Councilmember Hodges moved to continue the resolution releasing Herriman City interest in property located at 12225 South Herriman Main Street to the September 24, 2025, meeting. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

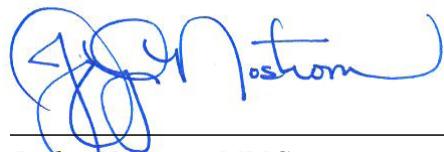
<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

3. Adjournment

Councilmember Henderson moved to adjourn the City Council meeting at 3:42 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 September 16, 2025. This document constitutes the official minutes for the Herriman City Council Meeting.



*Jackie Nostrom, MMC
City Recorder*



STAFF REPORT

DATE: September 18, 2025

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Consideration of a Land Purchase Agreement with Olympia Ranch, LLC for the purchase of 3.888 acres located at approximately 6300 West 12600 South for right-of-way preservation and future roadway improvements

RECOMMENDATION:

Staff recommend that the City Council approve the purchase agreement.

ISSUE BEFORE COUNCIL:

Should the City Council approve a land purchase agreement with Olympia Ranch, LLC to acquire 3.888 acres of land for road right-of-way located at 7200 West 12600 South and 6300 West 12600 South, respectively?

BACKGROUND/SUMMARY:

Herriman City applied for Corridor Preservation Funds from Salt Lake County to acquire 3.888 acres of property located at approximately 6300 West 12600 South for the future expansion of Herriman Boulevard. The Salt Lake County Council Council of Governments Public Works Committee (COG) recommended approval of Herriman's request on July 17, 2025. The Salt Lake County Council is expected to approve the COG's recommendations for Corridor Preservation funding in Late September/early October. Once approved by the County Council, Herriman will be able to finalize the acquisition and close on the property. As part of the acquisition, the landowner has agreed to donate an additional 3.647 acres of property located at 7200 West 12600 South for the future realignment of U-111. It is anticipated that Herriman City will deed this property to UDOT prior to the commencement of construction for the U-111 project in early 2027.

Corridor Preservation funds require that the city purchase the property and then request a reimbursement for the costs incurred acquiring the property up to the amount approved by the

Salt Lake County Council. Approval of this agreement allows Herriman to purchase the property and then request reimbursement from the County, which will be accomplished by a separate agreement at a later date. Herriman has utilized Corridor Preservation Funds to acquire the right-of-way for Herriman Boulevard from 6800 West to the Bacchus Highway.

DISCUSSION:

Herriman was approved to receive \$2,640,000 of Salt Lake County Corridor Preservation Funds for the acquisition of 7.535 acres of right-of-way for the expansion of Herriman Boulevard at 6300 West and the realignment of U-111 at 7200 West 12600 South. The purchase is for 3.888 acres, while the landowner has elected to donate 3.647 acres. Herriman City will be reimbursed by Salt Lake County for the property purchase. The exhibits below depict the property being acquired by Herriman City.



Exhibit 1. 6300 West Herriman Blvd Property

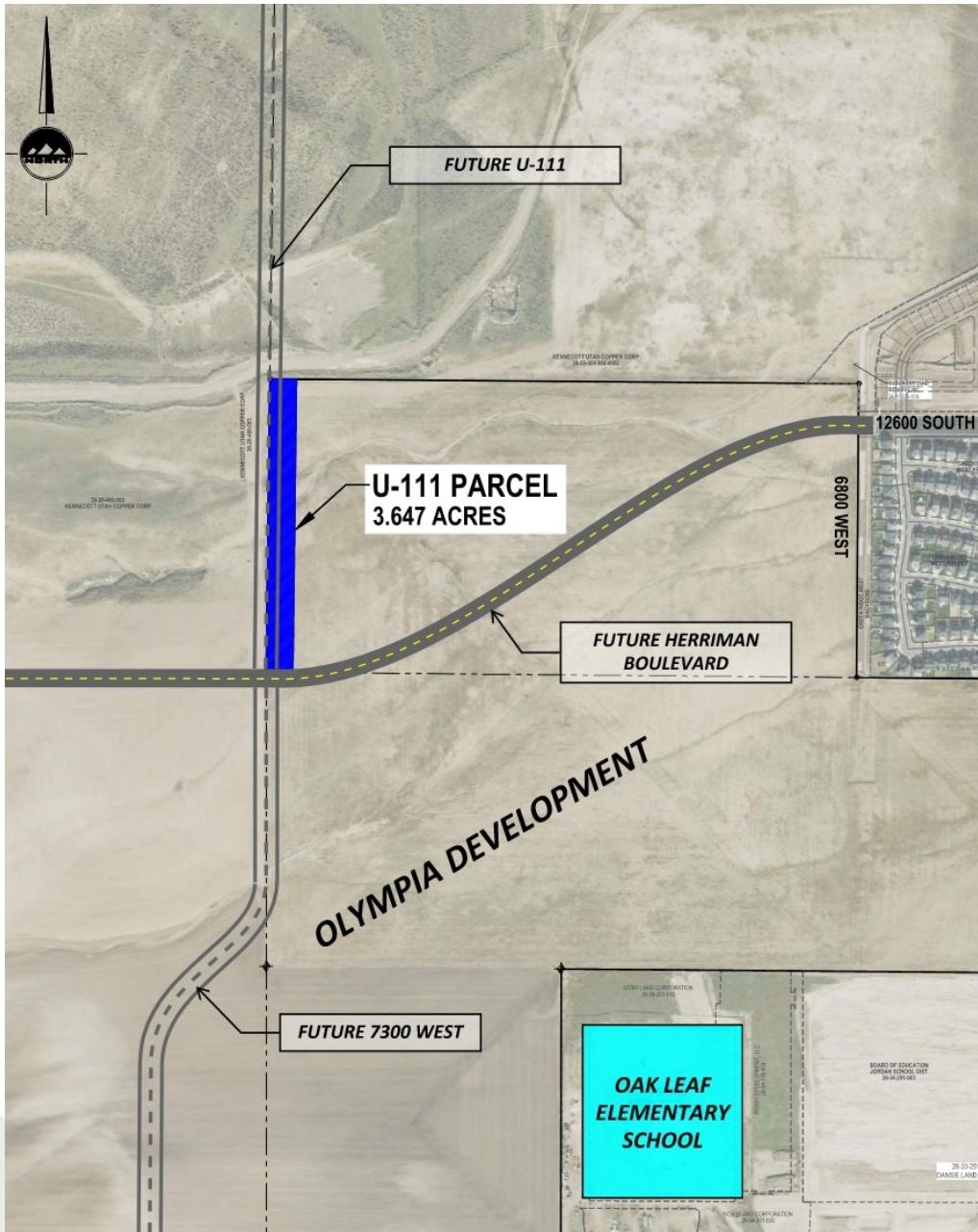


Exhibit 2. 7200 West 12600 South Property

ALTERNATIVES:

The following alternatives are available to the City Council:

1. Approve the purchase agreement **[RECOMMENDED]**
2. Approve the purchase agreement with changes.
3. Do not approve the purchase agreement.

FISCAL IMPACT:

Herriman City will be required to purchase the property with city funds and then be reimbursed for the cost by the SL County Corridor Preservation Fund. This has been anticipated in the current FY budget.

ATTACHMENTS:

1. Purchase Agreement

PURCHASE AGREEMENT – LAND

This Purchase Agreement (this “Agreement”) is by and between HERRIMAN CITY, a Utah municipal corporation (the “City” or “Buyer”), and OLYMPIA RANCH, LLC, a Utah limited liability company (“Olympia” or “Seller”). This Agreement is effective on the last signature date set forth below.

RECITALS

A. The City is desirous to purchase, and the Seller is willing to sell, a portion of property generally located at 6300 West and 12600 South, more fully described in **Exhibit “A”** hereto and incorporated herein (the “Property”) for the installation of certain roadway improvements.

B. Seller owns the Property.

C. The City, as a Utah municipal corporation, has the statutory power of eminent domain to condemn the Property for public use if necessary; however, to avoid the condemnation process, Seller is willing to sell the Property to the City in accordance with the terms and provisions of this Agreement.

AGREEMENT

The parties agree as follows:

1. Purchase Price and Deadlines.

a. The City will purchase the Property for \$2,640,000.00 (“Purchase Price”). Olympia also agrees to donate additional property at Closing as shown in **Exhibit “B”** hereto and incorporated herein (the “Additional Property”). The Additional Property has been appraised and the City shall cooperate in signing and issuing to Olympia the necessary IRS Form 8283 showing the amount of the charitable donation to the City which is \$4,110,000.00.

- b. The Purchase Price shall be paid on or before Settlement Deadline.
- c. Seller Disclosure Deadline 9/5/25.
- d. Due Diligence Deadline 9/10/25.
- e. Settlement Deadline on or before 9/19/25.

f. “Closing” means (i) Settlement is completed, (ii) Purchase Price was paid to Seller, and (iii) applicable Closing documents have been recorded in the office of the county recorder (“Recording”). The actions described in herein shall be completed within 15 calendar days after Settlement.

g. Buyer shall have possession of the Property at Closing.

2. **Prorations; Fees.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline, unless otherwise agreed to in writing by the parties. The provisions contained in this Paragraph shall survive Closing. Any escrow fees charged by Title Company shall be shared equally by Seller and Buyer. Each party, except as otherwise specified in this Agreement, will pay its own attorneys' fees. Buyer shall pay the cost of recording the Deed.

3. **Seller Warranties.** Seller warrants that, to the best of Seller's knowledge, each of the following statements is true: (a) the consummation of the transactions contemplated by this Agreement will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions; (b) there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the Property which may adversely affect the transactions contemplated by this Agreement, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Agreement; (c) all work which will be performed in, on or about the Property or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained; (d) Seller has not received any written notice indicating that the Property is in violation of any Federal, State or local Environmental Law; (e) there are no Hazardous Substances on, under, or about the Property, nor has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Property, of any Hazardous Substances, or the transportation to or from the Property, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Federal, State, or local Environmental Laws; and (f) Seller is not a "foreign person" as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended. Except as otherwise specified in this Agreement, all representations and warranties by Seller set forth in this Agreement shall survive Closing.

4. **Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of this Paragraph 4 shall survive Closing.

5. **Title and Title Insurance.**

a. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by special warranty deed (the "Deed") (**Exhibit "C"**). Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment").

b. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current standard version of the ALTA Homeowner's Policy of Title Insurance (the "Policy"). If the Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the standard Policy if available through any other title insurance agency selected by Buyer; (b) if the Policy is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of a standard ALTA Owner's Policy of Title Insurance ("Owner's Policy") available through the Issuing Agent.

6. Seller Disclosures. No later than the Seller Disclosure Deadline, Seller shall provide Buyer the following ("Seller Disclosures"):

a. Any studies, surveys, and/or reports previously conducted on the Property, as and to the extent known to and in the Seller's possession.

b. A Commitment for Title Insurance.

c. A copy of the underlying documents regarding the exceptions to the Commitment for Title Insurance.

d. Written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations of the Property.

7. Buyer's Conditions of Purchase. Buyer's obligation to purchase the Property is conditioned upon this Paragraph. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in this Agreement, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to reasonably cooperate with Buyer's Due Diligence. In the event this Agreement is terminated prior to the end of Due Diligence Deadline, any and all monies paid to Buyer shall be returned to

Buyer in full within five business days. Buyer agrees to pay for any damage to the Property resulting from Buyer or Buyer's agents, including in conducting any such inspections or tests during the Due Diligence.

8. **Authority of Signers.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Agreement by Seller have been duly and validly authorized, and all requisite action has been taken to make this Agreement binding upon Seller.

9. **Complete Agreement.** This Agreement together with its addenda, and any attached exhibits, constitutes the entire agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Agreement cannot be changed except by written agreement of the parties.

10. **Attorney Fees and Costs.** In the event of litigation or binding arbitration to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws. By executing this Agreement, all parties hereto agree to submit to the exclusive jurisdiction of and agree to the venue of the courts of the State of Utah, whether state courts located in Salt Lake County, Utah, or federal courts located in Salt Lake County, Utah. The parties hereto agree not to bring any action related to this Agreement, in any court of law located outside the State of Utah. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be in force to the fullest extent permitted by applicable law.

12. **Assignment/Successors.** This Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

13. **Property Inspection.** Prior to the Closing and upon reasonable notice to Seller and at reasonable times, subject to the rights of tenants, Purchaser, through agents, employees or contractors, may go upon the Property during normal business hours to make boundary line or topographical surveys and to conduct such soil, engineering, environmental and other tests, investigations and analyses of the Property, provided, however, that Buyer shall perform no intrusive testing (including, without limitation, test borings, drilling, removal of soil and water samples, ground water testing and surface water testing) without the specific consent of Seller and Seller's agreement to the nature and scope of such testing, such consent and agreement not to be unreasonably withheld, delayed or conditioned. Buyer shall pay all costs incurred in making such surveys, tests, analyses and investigations and shall indemnify, defend and hold Seller harmless from any liens, claims, losses and liabilities arising out of Purchaser's exercising such right and privilege to go upon the Property. Buyer's indemnity of Seller hereunder shall survive the rescission, cancellation, termination or consummation of the Agreement.

14. **Broker Fees and Similar Payments.** With respect to any brokerage fee, commission or similar payment which becomes due from and by reason of the actions taken or caused to be taken by Seller or Buyer, as the case may be, in connection with this transaction, unless otherwise agreed to, in writing, by the parties, the party which engaged the broker, agent or consultant which led to the brokerage fee, commission or similar payment becoming due shall pay the entirety of any fee, commission or similar payment and shall indemnify the other party for claims from such brokers. The forgoing notwithstanding, Buyer represents and warrants that Buyer will not use a broker in connection with the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party's signature line.

SELLER:

OLYMPIA RANCH, LLC,
a Utah limited liability company

By: _____

Name: Ryan Button
Its: Manager

BUYER:

HERRIMAN CITY,
a Municipality

By: _____

Name: _____
Its: _____

EXHIBIT “A”

(Legal Description of Property)

Herriman Boulevard Parcel – Total Parcel

(Affects Parcel No 26-26-301-014)

A parcel of land situate in the Northwest Quarter of Section 26 and the Northeast Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°59'04" West 1,323.79 feet along the section line and South 4,095.99 feet from the North Quarter Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°01'13" East 126.11 feet;

thence South 89°56'35" West 1,343.70 feet;

thence North 00°03'25" West 126.01 feet;

thence North 89°56'19" East 1,343.78 feet to the point of beginning.

Contains 169,394 Square Feet or 3.888 Acres

EXHIBIT "B"

(Legal Description of Additional Property)

Total Parcel of U-111 Parcel

(Affects Parcel No. 26-27-300-007)

A parcel of land situate in the Southwest Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, being more particularly described as follows:

Beginning at the Southwest Corner of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°41'25" East 1,324.02 feet;
thence South 89°30'42" East 120.00 feet;
thence South 00°41'25" West 1,323.85 feet;
thence North 89°35'40" West 120.00 feet to the point of beginning.

Contains 158,872 Square Feet or 3.647 Acres

EXHIBIT “C”
(Special Warranty Deed)

Mail Recorded Deed & Tax Notice To:
Herriman City, a Utah municipal corporation
Attn: City Recorder, 5355 W. Herriman Main Drive
Herriman, UT 84096



File No.: 193152-CPI

SPECIAL WARRANTY DEED

Olympia Ranch, LLC, a Utah limited liability company,

GRANTOR(S), of Draper, State of Utah, hereby conveys and warrants against all who claim by, through, or under the grantor to

Herriman City, a Utah municipal corporation,

GRANTEE(S), of Herriman, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Salt Lake County**, State of Utah:

SEE EXHIBIT A ATTACHED HERETO

TAX ID NO.: 26-26-301-014 (for reference purposes only)

SUBJECT TO: Property taxes for the year 2025 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

[Signature on following page]

Dated this _____ day of September, 2025.

GRANTOR:

Olympia Ranch, LLC, a Utah limited liability company

BY: _____
Ryan Button
Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On this _____ day of September, 2025, before me, personally appeared Ryan Button, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Olympia Ranch, LLC, a Utah limited liability company.

Notary Public

ACCEPTANCE AND ACKNOWLEDGMENT BY GRANTEE

GRANTEE:

Herriman City, a Utah municipal corporation

[Official City Seal]

BY: _____

Name: Lorin Palmer

Title: Mayor

ATTEST:

BY: _____

Jacquelyn Nostrom

City Recorder

STATE OF UTAH)

): ss

COUNTY OF SALT LAKE)

On this _____, 2025 before me, personally appeared Lorin Palmer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Herriman City, a municipal corporation.

WITNESS my hand and official Seal.

Notary Public

EXHIBIT A
Legal Description

A parcel of land situate in the Southwest Quarter of Section 26 and the Southeast Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°59'04" West 1,323.79 feet along the section line and South 4,095.99 feet from the North Quarter Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°01'13" East 126.11 feet; thence South 89°56'35" West 1,343.70 feet; thence North 00°03'25" West 126.01 feet; thence North 89°56'19" East 1,343.78 feet to the point of beginning.

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[Signature on following page]

Dated this _____ day of September, 2025.

GRANTOR:

Olympia Ranch, LLC, a Utah limited liability company

BY: _____
Ryan Button
Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On this _____ day of September, 2025, before me, personally appeared Ryan Button, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Olympia Ranch, LLC, a Utah limited liability company.

Notary Public

ACCEPTANCE AND ACKNOWLEDGMENT BY GRANTEE

GRANTEE:

Herriman City, a Utah municipal corporation

[Official City Seal]

BY: _____

Name: Lorin Palmer

Title: Mayor

ATTEST:

BY: _____

Jacquelyn Nostrom

City Recorder

STATE OF UTAH)

): ss

COUNTY OF SALT LAKE)

On this _____, 2025 before me, personally appeared Lorin Palmer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Herriman City, a municipal corporation.

WITNESS my hand and official Seal.

Notary Public

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Buyer's Final Settlement Statement

Cottonwood Title Insurance Agency, Inc.
7020 South Union Park Avenue
Midvale, UT 84047
Phone: 801 261 5505 Fax: 801 262 2741

Settlement Date: September 12, 2025
Escrow Officer/Closer: Candice Porter
Order Number: 193152-CPI
Buyer: Herriman City, a Utah municipal corporation
Attn: City Recorder
5355 W. Herriman Main Drive
Herriman, UT 84096
Seller: Olympia Ranch, LLC, a Utah limited liability company
527 East Pioneer Road
Suite 200
Draper, UT 84020
Property Location: UT

	Buyer	Debit	Credit
Financial Consideration			
Sale Price of Property		2,640,000.00	
Additional Property Donation Parcel Value		4,110,000.00	
Additional Property Donation Parcel Credit			4,110,000.00
Escrow/Title Charges			
Doc Prep to Cottonwood Title Insurance Agency, Inc.		250.00	
E-Doc to Cottonwood Title Insurance Agency, Inc.		25.00	
Settlement Fee to Cottonwood Title Insurance Agency, Inc.		750.00	
Wire Fees to Cottonwood Title Insurance Agency, Inc.		50.00	
Recording Charges			
Recording Fees to Cottonwood Title Insurance Agency, Inc.		110.00	
Subtotals		6,751,185.00	4,110,000.00
Balance Due FROM Buyer			2,641,185.00
TOTALS		6,751,185.00	6,751,185.00

SIGNATURE ATTACHMENT

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Cottonwood Title Insurance Agency, Inc. to cause the funds to be disbursed in accordance with this statement.

Dated this 12th day of September, 2025.

BUYER

Herriman City, a Utah municipal corporation

SELLER

Olympia Ranch, LLC, a Utah limited liability company

BY: _____
NAME: Lorin Palmer
TITLE: Mayor

BY: _____
Ryan Button
Manager

ATTEST:

BY: _____
NAME: Jacquelyn Nostrom
TITLE: City Recorder

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Cottonwood Title Insurance Agency, Inc.

Settlement Agent

Mail Recorded Deed & Tax Notice To:
Herriman City, a Utah municipal corporation
Attn: City Recorder, 5355 W. Herriman Main Drive
Herriman, UT 84096



File No.: 193152-CPI

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Olympia Ranch, LLC, a Utah limited liability company,

GRANTOR(S), of Draper, State of Utah, hereby conveys and warrants against all who claim by, through, or under the grantor to

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[Signature on following page]

Dated this _____ day of September, 2025.

GRANTOR:

Olympia Ranch, LLC, a Utah limited liability company

BY: _____
Ryan Button
Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On this _____ day of September, 2025, before me, personally appeared Ryan Button, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Olympia Ranch, LLC, a Utah limited liability company.

Notary Public

ACCEPTANCE AND ACKNOWLEDGMENT BY GRANTEE

GRANTEE:

Herriman City, a Utah municipal corporation

[Official City Seal]

BY: _____

Name: Lorin Palmer

Title: Mayor

ATTEST:

BY: _____

Jacquelyn Nostrom

City Recorder

STATE OF UTAH)

): ss

COUNTY OF SALT LAKE)

On this _____, 2025 before me, personally appeared Lorin Palmer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Herriman City, a municipal corporation.

WITNESS my hand and official Seal.

Notary Public

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Legal Description

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[Signature on following page]

Dated this _____ day of September, 2025.

GRANTOR:

Olympia Ranch, LLC, a Utah limited liability company

BY: _____
Ryan Button
Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On this _____ day of September, 2025, before me, personally appeared Ryan Button, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Olympia Ranch, LLC, a Utah limited liability company.

Notary Public

ACCEPTANCE AND ACKNOWLEDGMENT BY GRANTEE

GRANTEE:

Herriman City, a Utah municipal corporation

[Official City Seal]

BY: _____

Name: Lorin Palmer

Title: Mayor

ATTEST:

BY: _____

Jacquelyn Nostrom

City Recorder

STATE OF UTAH)

): ss

COUNTY OF SALT LAKE)

On this _____, 2025 before me, personally appeared Lorin Palmer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Herriman City, a municipal corporation.

WITNESS my hand and official Seal.

Notary Public

EXHIBIT A
Legal Description

A parcel of land situate in the Southwest Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, being more particularly described as follows:

Beginning at the Southwest Corner of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°41'25" East 1,324.02 feet; thence South 89°30'42" East 120.00 feet; thence South 00°41'25" West 1,323.85 feet; thence North 89°35'40" West 120.00 feet to the point of beginning.

ESCROW TERMS (Purchase Transaction)

File No.: 193152-CPI

The undersigned seller(s) ("Seller") and buyer(s) ("Buyer") have requested that Cottonwood Title Insurance Agency, Inc. and its agents and employees (collectively, "Cottonwood") provide services as escrow agent and settlement agent for the transaction contemplated in Cottonwood's File Number indicated above (the "Transaction"). Cottonwood hereby discloses to Seller and Buyer the terms, conditions, and procedures (collectively, the "Terms") that apply in connection with Cottonwood's services, and Seller and Buyer hereby agree and consent to the Terms. The Terms include those stated below in this document and those stated in the accompanying document entitled "General Terms of Escrow" - which is fully incorporated herein and is an integral part of the Terms, and which Seller and Buyer acknowledge receiving.

RECORDING AND DISBURSEMENT OF FUNDS. Cottonwood complies with all applicable purchase agreements, written escrow instructions and Utah State laws. Disbursement may only occur after receiving cleared funds, completing escrow instructions, including lender's escrow instructions, and recording of relevant documents. If there is a delay in receiving and/or clearing funds, any additional interest or fees for any existing underlying trust deeds will be paid by Seller.

TITLE COMMITMENT AND DEED. Seller and Buyer acknowledge receipt of a copy of the Commitment for Title Insurance for the Transaction, and acknowledge that the exceptions shown thereon (unless cleared prior to or upon closing) will be shown as exceptions on any owner's policy of title insurance issued for the Transaction, along with any new encumbrances or other new items appearing of record prior to closing. Transaction documents indicate that the proposed warranty deed or other proposed deed for transferring title to Buyer will show Buyer taking title as:

Herriman City, a Utah municipal corporation

Buyer confirms this is correct by initialing here: _____.

Tax notice and owner's title insurance policy (if applicable) to be mailed to:

Attn: City Recorder, 5355 W. OR _____
Herriman Main Drive, Herriman,
UT 84096 _____

Buyer confirms this is correct by initialing here: _____.

SURVEY. Buyer and Seller hereby acknowledge that a survey was not completed on the subject property in connection with this transaction.

WATER RIGHTS/SHARES. Water rights and/or water shares are not being transferred in connection with this transaction.

PROPERTY TAX PRORATION AND ASSESSMENT. The undersigned Buyer and Seller hereby acknowledge that property taxes were not prorated or collected for this transaction, as previously agreed upon by both parties, either agreed to in the Purchase Contract between Buyer and Seller or as otherwise instructed, which instruction is hereby confirmed. Seller hereby affirms that as of the date hereof, all general property taxes due and payable have been paid in full.

PROPERTY TAX EXEMPTION FOR RESIDENTIAL PROPERTY. Buyer acknowledges that Buyer is fully responsible for obtaining or maintaining any property tax exemption for residential property that may be available under Utah law, that Buyer may need to complete and return to the county assessor any required forms or disclosures for that purpose, and that Buyer may need to seek tax or legal advice in connection with such exemption forms or disclosures. Buyer and Seller hereby hold Cottonwood harmless and agree to indemnify Cottonwood from and against any adverse consequences regarding any property tax exemption or denial thereof.

UTILITIES AGREEMENT. Cottonwood is not responsible for the transfer of utility services. Buyer and Seller hereby acknowledge that they will have all utilities read and transferred as of the date of possession. All final charges or assessments levied will be paid by Seller directly to the utility company on or before the date said Buyer takes possession of the property. Cottonwood shall not be liable for any issues, changes, charges, or disagreements between the parties regarding utilities.

DATED this September 12, 2025

BUYER(S)

Herriman City, a Utah municipal corporation

BY: _____
NAME: Lorin Palmer
TITLE: Mayor

ATTEST:

BY: _____
NAME: Jacquelyn Nostrom
TITLE: City Recorder

SELLER(S)

Olympia Ranch, LLC, a Utah limited liability company

BY: _____
Ryan Button
Manager

Cottonwood Title Insurance Agency, Inc. General Terms of Escrow

Except as otherwise provided in a written escrow instruction accepted in writing by Cottonwood Title Insurance Agency, Inc. ("Cottonwood"), these General Terms of Escrow (the "General Terms") apply in all transactions settled by Cottonwood and to all escrowed funds received by Cottonwood. These General Terms form an integral part of the Terms as defined in the accompanying "ESCROW TERMS" reviewed and executed by You in connection with the Transaction. "You" means the Seller, Buyer, and/or Borrower as defined in the Escrow Terms. The "Transaction" means the transaction defined in the Escrow Terms.

- 1. Deposit of Funds.** Cottonwood will deposit all escrow funds into an account specifically designated as a trust account at an FDIC-insured depository institution (with FDIC deposit insurance limits as determined by law). Cottonwood will maintain records to identify and separately account for the balance of each escrow held in the trust account, but Cottonwood may deposit all funds received in escrow from its various customers into its general trust account. Any interest, earnings and/or incidental benefits attributable to such funds will be solely owned by and periodically disbursed to Cottonwood as additional consideration for services performed. Cottonwood is not responsible for any loss of funds occurring as a result of failure of the institution in which escrow funds are deposited.
- 2. Cottonwood's Role.** Subject to the Terms, Cottonwood agrees to act as an escrow agent in closing the Transaction. Cottonwood is an agent for the Transaction but is not the agent of any single party. Cottonwood agrees to prepare standard closing documents, attempt to obtain execution of documents, record necessary documents, disburse funds, and otherwise close the Transaction in accordance with the written directions of the parties. Cottonwood has no other duties or obligations. In particular, Cottonwood is not responsible for the content, sufficiency, or effect of any Transaction documents whether or not Cottonwood assisted in the preparation of such documents. Cottonwood does not provide, and has not provided, any legal or tax advice to You or to any party concerning the Transaction or otherwise. You acknowledge that you have the right to seek such advice from your own professional advisers, and Cottonwood recommends that you do so.
- 3. Parties' Role.** The parties authorize Cottonwood to close the Transaction, record documents, disburse funds, and otherwise act in accordance with the written settlement statement and any other written instructions or agreements given to Cottonwood by the parties or their representatives and accepted by Cottonwood. Each party to the Transaction agrees that Cottonwood is entitled to act on the direction of a real estate agent, lender, attorney, or other person who has dealt with Cottonwood on behalf of such party in the Transaction. If any party desires to limit the authority of those who have dealt with Cottonwood on behalf of that party, such limitation must be specified in a writing delivered to Cottonwood.
- 4. Closing Documents.** The parties had an opportunity to review all documents at or prior to closing and to seek independent advice or counsel concerning those documents. The parties agree that the only representations of Cottonwood on which they are entitled to rely, or act are those that are in writing and executed by Cottonwood, and that the parties are not entitled to act or rely on conflicting written terms or directions given to Cottonwood. The parties' execution and delivery of documents at closing shall, as between Cottonwood and the parties, constitute the parties' agreements and directions to Cottonwood whether or not Cottonwood is a party to such documents. The provisions of this paragraph do not affect the parties' rights between themselves.
- 5. Document Corrections.** You agree to fully cooperate with Cottonwood by re-signing and/or by assisting in obtaining corrected documents in the event corrections are deemed necessary, due to a clerical error or other mistake, in order to comply with terms of the parties' agreement or lender instructions governing the Transaction. Prior to disbursement of funds, any material change to a settlement statement made after the final closing documents are executed must be authorized or acknowledged by the person(s) affected by the change except that Cottonwood may make non-material changes that directly benefit a party without that party's signature.
- 6. Recording and Disbursement of Funds.** The post-closing disbursement of escrow funds may occur only after Cottonwood receives cleared funds and original documents, lender's escrow instructions (if any) are satisfied, and relevant documents are recorded. Seller or Borrower must pay any additional interest or fees accruing on underlying trust deeds or other encumbrances to the extent such interest or fees arise from any delay in receiving or clearing funds.
- 7. Contingency Periods.** Cottonwood has no responsibility to monitor any contingency time periods specified in any purchase agreement or other agreement between the parties. The parties shall provide instructions as may be requested by Cottonwood to confirm the status or applicability of any such periods.
- 8. IRS Disclosure.** You acknowledge that Cottonwood may be required to disclose information pertaining to this Transaction to the Internal Revenue Service, and You hereby authorize such disclosure. Seller acknowledges receiving from Cottonwood a copy of the applicable IRS Form 1099-S (if any).
- 9. Encumbrances and Payoff Statements.** Cottonwood may rely on payoff statements or other payoff information received from (or on behalf of) lenders, taxing authorities, community associations (including HOAs), and others holding or alleging liens on or interests in the subject property. If You are an owner of the subject property (either Seller or Borrower), You acknowledge that for all obligations of owner secured by or relating to the subject property, there is a possibility that the funds received by Cottonwood at or in connection with the closing may be insufficient to fully satisfy such liens or interests. You hereby acknowledge that if, for any reason, the funds received by Cottonwood in connection with the closing are insufficient to fully

satisfy such liens or interests, the owner remains legally obligated to pay off and satisfy such liens or interests, and such owner agrees to (a) immediately deliver to Cottonwood any additional funds needed to pay those obligations in full, (b) immediately reimburse Cottonwood for any amounts Cottonwood may pay to satisfy such liens or interest, (c) fully indemnify and hold Cottonwood harmless from and against all claims, demands, costs and/or expenses that Cottonwood incurs, including but not limited to reasonable attorney's fees, to resolve such matters.

10. Other Transaction Expenses. Any amount a Seller, Buyer, Borrower or other person is obligated to pay by agreement or otherwise in connection with the closing of the Transaction, including but not limited to real estate commissions, set-up fees, transaction fees, other real estate broker or agent fees, insurance premiums, third-party vendor costs or expenses, transfer fees or reinvestment fees, community association (HOA) fees, charges or assessments, or any other costs, charges or expenses, to the extent not fully collected at closing from the responsible party, shall remain an obligation of the responsible party and that party shall immediately reimburse Cottonwood for such amount, plus Cottonwood's related costs and expenses, including reasonable attorney's fees, to the extent Cottonwood elects to pay such amount from its own funds (whether or not Cottonwood has any obligation to do so).

11. Water Rights or Shares. Notwithstanding any provision to the contrary in any purchase agreement or other agreement between the parties, Cottonwood is not responsible for the transfer of any water rights or water shares unless specifically instructed in a writing from the parties delivered to and accepted by Cottonwood prior to closing. If requested in writing, Cottonwood may agree, in its discretion, solely as a courtesy, to assist the parties in the transfer of water rights or water shares as agreed between the parties. Buyer and Seller acknowledge that Cottonwood does not and cannot provide any assurance as to ownership, status, or validity of any water right or water share or the quantity of water being transferred. In any event, Buyer understands that it is Buyer's responsibility to verify (i) water rights with the Utah Division of Water Rights and (ii) water shares with the relevant water company. Seller represents that any fees associated with water rights or shares to be conveyed have been paid or will be paid current at closing.

12. Legal Description. You affirm that the legal description of the property appearing in the Commitment for Title Insurance for the Transaction is satisfactory and authorize Cottonwood to submit for recording the documents delivered through escrow containing that description.

13. Default, Non-Performance, and Disputes. In the event a party to the Transaction gives Cottonwood written notice of default, non-performance or dispute, Cottonwood will promptly notify the other parties of such notice. Thereafter, Cottonwood may decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions except on receipt of an agreement of the parties in writing or upon an appropriate court order.

14. Owner and Buyer Representations. If You are an owner of the Transaction property (Seller or Borrower), You represent and warrant to Cottonwood that there are (a) no unpaid bills for materials or labor, (b) no special property taxes or assessments, (c) no pending legal proceedings or unsatisfied judgments, tax liens or bankruptcies, and (d) no unrecorded contracts, leases or interests of whatsoever kind or nature relating to You or to the property. If you are a Buyer of the Transaction property, you represent and warrant that there are no pending legal proceedings or unsatisfied judgments, tax liens or bankruptcies against or involving You.

15. Escrow Fees and Charges, and Additional Required Funds. Cottonwood charges for its services in accordance with its current schedule of fees (which may include annual maintenance fees) unless otherwise agreed. All fees, charges and expenses are due and payable on or before the closing of the Transaction. Cottonwood may elect to apply escrow funds that otherwise would be payable to a particular party to that party's payment obligations owed to Cottonwood. Cottonwood shall not be required to advance its own funds for any purpose; provided, however, that any such advance made at its option shall be promptly reimbursed by the party on whose behalf such funds are advanced, and such optional advance shall not be an admission of liability on the part of Cottonwood.

16. Other Insurance. Cottonwood does not obtain fire, hazard, liability, or other type of insurance for any party unless Cottonwood receives and accepts written instructions to do so from the parties or their respective lenders.

17. Compliance with Legal Process. You acknowledge and agree that, with respect to the Transaction and/or any documents relating thereto, Cottonwood may comply with any legal process, subpoena, writ, order, judgment or decree of any court or administrative authority having apparent jurisdiction – whether or not subsequently vacated, modified, set aside, or reversed.

18. Indemnification. You acknowledge and agree that in closing the Transaction, Cottonwood is entitled to rely and will rely on the Terms as stated in the Escrow Terms and in these General Terms, including but not limited to any representations, warranties, acknowledgments, or covenants made by You herein. Accordingly, You agree to indemnify, defend and hold harmless Cottonwood from and against all losses, costs, claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs, arising from such reliance.

19. FIRPTA. In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust, or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing prior to closing. Seller and Buyer acknowledge that, unless previously disclosed to Cottonwood, Seller is not a foreign person for purposes of FIRPTA.



7020 South Union Park Avenue • Midvale, UT 84047
Telephone: 801 261 5505 • Fax: 801 262 2741

NOTE: We now have a second trust account.

TRUST ACCOUNT WIRE INSTRUCTIONS

Bank Name: Wells Fargo Bank, N.A.
299 South Main Street
Salt Lake City, UT 84111

ABA Number: 121000248

Account Name: Cottonwood Title Insurance Agency, Inc.

Account Number: 4134972843

Please Reference: 193152-CPI

Please Note: Any funds that are sent as an ACH Transfer will be automatically rejected and may take up to five business days to be returned to your account.

CYBER SECURITY WARNING

These wire instructions will not change. If you receive any communication that changes any part of these instructions, contact us before proceeding. It is recommended to always confirm wire instructions by calling our office at a trusted number.

HERRIMAN, UTAH
RESOLUTION NO. RXX-2025

A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN APPROVING THE EXECUTION OF A LAND PURCHASE AGREEMENT WITH OLYMPIA RANCH, LLC FOR THE ACQUISITION OF 3.888 ACRES FOR THE COST OF TWO MILLION SIX HUNDRED FORTY THOUSAND DOLLARS (\$2,640,000) FOR RIGHT-OF-WAY LOCATED AT APPROXIMATELY 6300 WEST 12600 SOUTH

WHEREAS, the Herriman City Council (“*Council*”) met in a regular meeting on September 24, 2025, to consider, among other things, adopting and approving a land purchase agreement between Herriman City and Olympia Ranch, LLC; and

WHEREAS, Salt Lake County has acknowledged that Herriman City is approved to receive Corridor Preservation Funds for land acquisition costs associated with the construction to widen Herriman Boulevard (12600 South); and

WHEREAS, the Parties now desire to enter into an agreement providing for the transfer of Two Million Six Hundred Forty Thousand Dollars (\$2,640,000) to Olympia Ranch, LLC to purchase 3.888 acres of right-of-way for the future widening of Herriman Boulevard from approximately 6200 West to 6400 West; and

NOW, THEREFORE, BE IT RESOLVED by the Herriman City Council that the attached Land Purchase Agreement (Attachment A) is hereby approved, and the City Administration is authorized to execute the same.

This resolution assigned no. RXX-2025 shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 24th day of September, 2025.

HERRIMAN

Lorin Palmer, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder

ATTACHMENT A

Land Purchase Agreement Between Herriman City and
Olympia Ranch, LLC