



**PROCLAMATION  
“WE SHOW UP” WEEK**

**WHEREAS**, National Volunteer Week is celebrated April 21<sup>st</sup> to April 27<sup>th</sup>; and

**WHEREAS**, HCA Healthcare and St. Mark’s Hospital is committed to showing up for its patients, colleagues, and community; and

**WHEREAS**, volunteering and community service are essential pillars in fostering unity, compassion, and positive change within the city of Millcreek; and

**WHEREAS**, the "We Show Up" week aims to inspire and encourage Millcreek citizens to actively participate in volunteer activities that will continue to enrich the lives of those in need and strengthen the Millcreek community; and

**WHEREAS**, the strength and resilience of the Millcreek community are demonstrated by the dedication of its residents to support and uplift one another; and

**NOW, THEREFORE, BE IT KNOWN**, I, Jeff Silvestrini, Mayor of Millcreek, the City Council concurring, do hereby proclaim April 22<sup>nd</sup> to April 27<sup>th</sup> as Millcreek’s “We Show Up” week. I encourage all residents to embrace the spirit of service by dedicating their time, talents, and resources to support local organizations, initiatives, and individuals in need.

**IN WITNESS THEREOF**, I have set my hand and caused to be affixed the Great Seal of Millcreek this day April 22, 2024.

By: \_\_\_\_\_  
**Jeff Silvestrini, Mayor**

Attest: \_\_\_\_\_  
**Elyse Sullivan, City Recorder**



**PROCLAMATION  
BUILDING SAFETY MONTH — May 2024**

**WHEREAS**, Millcreek is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and

**WHEREAS**, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and

**WHEREAS**, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and

**WHEREAS**, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and

**WHEREAS**, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and

**WHEREAS**, “Mission Possible,” the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local and global scale, and

**WHEREAS**, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW, THEREFORE**, I, Jeff Silvestrini, Mayor of Millcreek, do hereby proclaim the month of May 2024 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

**ADOPTED** on this the 22<sup>nd</sup> day of April, 2024 in Millcreek, Utah.

By: \_\_\_\_\_  
**Jeff Silvestrini, Mayor**

Attest: \_\_\_\_\_  
**Elyse Sullivan, City Recorder**



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ZM-24-001

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**CITY COUNCIL STAFF REPORT**

**(First Reading)**

**Meeting Date:** 4/22/2024

**Applicant:** Nathan Brockbank

**Re:** General Plan/Future Land Use Map Amendment, Rezone, & Development Agreement

**Property Address:** 4433 S Garden Drive

**Zone:** R-1-10 (Residential Single-Family)

**Prepared By:** Brad Sanderson, Current Planning Manager

**Scope of Decision:** **Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Council and the Millcreek Planning Commission. Your recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

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**REQUEST AND SYNOPSIS**

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Nathen Brockbank, on behalf of the landowner, has filed an application with Millcreek, seeking the following:

1. An amendment to the General Plan, changing the Future Land Use designation of the Subject Property, located at 4433 S Garden Drive, from Neighborhood 1 to Neighborhood 2.
2. A change of zoning on the same property from the R-1-10 Single-Family Residential Zone to the R-4-8.5 Medium Density Residential Zone
3. Consideration of a development agreement with Millcreek, which would ensure the property is developed according to certain concepts and specific agreed upon criteria, in addition to the standard Millcreek code requirements.

If approved, the applicant intends to develop the Subject Property by constructing two new residential buildings, each comprising of three residential units - totaling six (6) units). The concept plans show the Subject Property being accessed by a shared vehicular driveway with the adjacent property to the north (see concept plan).

The land use amendment & rezone application could be subjected to a development agreement. The

development agreement would help ensure the Subject Property is developed as portrayed within the presented concept plans and in a manner that would further advance some of the goals and strategies of the General Plan.

## **GENERAL PLAN CONSIDERATIONS**

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### **GOAL N-1: Preserve and enhance the physical elements that define each neighborhood's character.**

*Strategy 1.5: Ensure that new infill development is compatible with existing neighborhoods by regulating structure sizes and heights; building forms and materials; yard setbacks; streetscape character; height and bulk transitions; buffering; and other factors.*

Currently, the proposal is not in harmony with the future land use map, as the Subject Property is in the R-1 zone and the 'neighborhood 1' categorization. The area has several different housing types, single-family, multi-family, etc. Historically, the area has undergone many zone changes, as the historical zoning maps found in the exhibits document. Feedback on design, ownership, etc. is welcome from the nearby community, community council, planning commission, and city council.

### **GOAL N-2: Strive for a variety of housing choices in types, styles, and costs of housing throughout Millcreek.**

*Strategy 1.4: Support development projects in centers and mixed-use corridors that provide a variety of housing types and sizes to serve a range of demographic sectors and meet the needs of residents and families through various life stages and income levels.*

If granted, six new residential units would provide more housing stock than a single residential unit, as is allowed within the current R-1 Zone.

## **FINDINGS & CONCLUSIONS**

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### Findings:

1. A zone change to a higher density would require an amendment to the Future Land Use Map as contained within Millcreek's General Plan.
2. The Subject Property currently has a designated of 'Neighborhood 1' which allows single-family residential uses; whereas the 'Neighborhood 2' would allow a medium density multifamily residential use.
3. The Subject Property is currently within the residential single-family R-1-10 Zone and is surrounded by several different zones, such as R-4-8.5, (north) R-1-5, (west and across the street) and R-1-10 (south and east).
4. Some nearby properties in the area have duplexes and triplexes, some of which are in the R-4 Zone while others are within one of the R-1 zones. This may be a result of the historic 'R-2' zoning that was once allowed but later changed to 'R-1' which, according to historical zoning data, likely occurred between 1993 and 2005.
5. Records on file with the Salt Lake County Assessor show a duplex within the rear yard area of the Subject Property in addition to the existing single family structure. There does not appear to be a business licensing or permit associated with the 'duplex'; in which case it may have never been legally permitted.
6. The Subject Property is approximately 0.41 acres in size.
7. The R-1-10 restricts the height of buildings to twenty-eight (28) feet whereas the R-4-8.5



Zone would allow a maximum building height of thirty-five (35) feet.

8. The applicant has verbally agreed to subdivide the property to create a “for sale” product to allow the possibility of individual ownership.
9. Until a survey is done, it is unknown whether any dedication will be required for public right-of-way. A survey is usually required as part of the subdivision or site plan review process.
10. A development agreement is often used to ensure the type, scale, orientation, dedication, utilities easements, access, phasing, and other aspects pertaining to the future development of the properties, where the underlying zoning and land use ordinances may be insufficient.
11. A development agreement usually expires after a certain timeframe; whereas a zone condition will typically run with the land.
12. Following the Planning Commission discussion and in consideration of the comments made during the public meetings, the applicant has presented alternative elevations in an attempt to create a product that may be more compatible with the residential character of the surrounding neighborhood.

Conclusions:

1. General Plan Goal N-1/Strategy 1.5 supports infill development as long as the development “is compatible with existing neighborhoods by regulating structure sizes and heights; building forms and materials; yard setbacks; streetscape character; height and bulk transitions; buffering; and other factors.
2. General Plan Goal N-2/Strategy 1.4 promotes “missing middle housing” by providing “a variety of housing types and sizes to serve a range of demographic sectors and meet the needs of residents and families through various life stages and income levels.”
3. The adjacent property located immediately to the north, contains several multifamily structures and is currently zoned R-4-8.5.
4. Properties along Garden Drive are designed as Neighborhood 1. Changing the zone would be contrary to the adopted general plan.
5. A zone condition generally runs with the land.
6. A development agreement will typically expire after a period however, development agreements have proven to help sharpen the code to get secure a better product.
7. The city and developer have an opportunity, on a very small scale, to consider a product which might be in harmony with the character of the surrounding neighborhood while helping to provide some additional housing, both of which would further advance Millcreek’s General Plan Goals and Strategies.

**NEIGHBORHOOD RESPONSE:**

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The applicant held a neighborhood meeting at Millcreek City Hall on January 19th, 2024.

- a. Five residents attended the meeting.
- b. Three out of the five residents who attended the meeting opposed multi-family housing at the site.
- c. The main concerns were traffic, street parking, and owner occupancy.

**COMMUNITY COUNCIL RECOMMENDATION:**

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The Millcreek Community Council held a meeting on February 16, 2024. Seven (7) of the twelve (12) members recommended to deny of the application. The remaining five made a recommendation to approve the application with a recommendation to require owner occupancy through a development agreement.

**PLANNING COMMISSION RECOMMENDATION:**

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During the regularly scheduled public meeting held on February 21<sup>st</sup>, 2024 the Planning Commission made a (4 to 3) recommendation to the City Council to approve the proposal to amend the land use designation of the Subject Property to “Neighborhood 2” and to Rezone the Subject Property to the R-4.8.5, subject to a zone condition restricting the Subject Property to no more than four (4) residential units, for reasons to do with maintaining the character of the neighborhood.

**STAFF RECOMMENDATION**

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Based on the Findings and Conclusion and Recommendations listed above, Staff recommends that the City Council take comments at the public meeting and,

**Alternative One - Approve** application file number ZM-24-001, to amend the land use designation of the Subject Property to “Neighborhood 2” and Rezone the same property to the R-4.8.5 subject to a zone condition; restricting the number of units four (4) residential units, unless during the meeting facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

**Alternative Two - Approve** application file number ZM-24-001, to amend the land use designation of the Subject Property to “Neighborhood 2” and rezone the same property to the R-4.8.5 Zone, subject to a Development Agreement, to include some or all the following consideration:

- Density shall not exceed six (6) units.
- Building height shall not to exceed 28 feet.
- Building style shall be similar to the single-family character of the neighborhood (i.e. roof pitch (5:12), expansive windows, covered porches, limited stucco materials, other).
- Individual ownership shall be made available through a subdivision plat and any necessary street dedication/improvements.
- Min. 6-foot-tall decorative masonry fence abutting single family residential uses.
- Extra evergreen and deciduous trees along residential uses
- Secure a shared easement for access to the Subject Property.

**SUPPORTING DOCUMENTS**

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- Land Use Map
- Zoning Map
- Concept Site Layout
- Concept Elevations (original)
- Concept Elevations (adjusted)

# Land Use Map



900 East

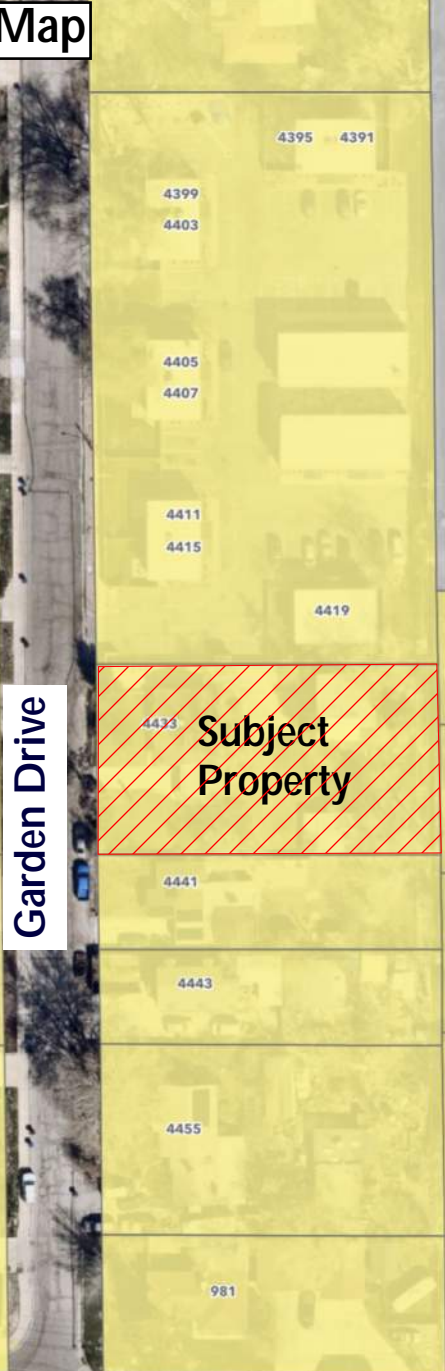
4500 South

Garden Drive

Neighborhood 1

Subject Property

< Fri Mar 22 2024 >





# Zoning Map



900 East

4500 South

Garden Drive

Subject Property

4435

935 935 945 945 945  
935  
935 935 935 945 945 945

R-M

914 914 914  
914  
914 914 914

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C-2

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R-1-5/zc 4396

4412 R-1-5 4408  
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4416  
4420

R-1-10 4450  
4456

4457  
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957

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4395 4391

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R-4-8.5 4405  
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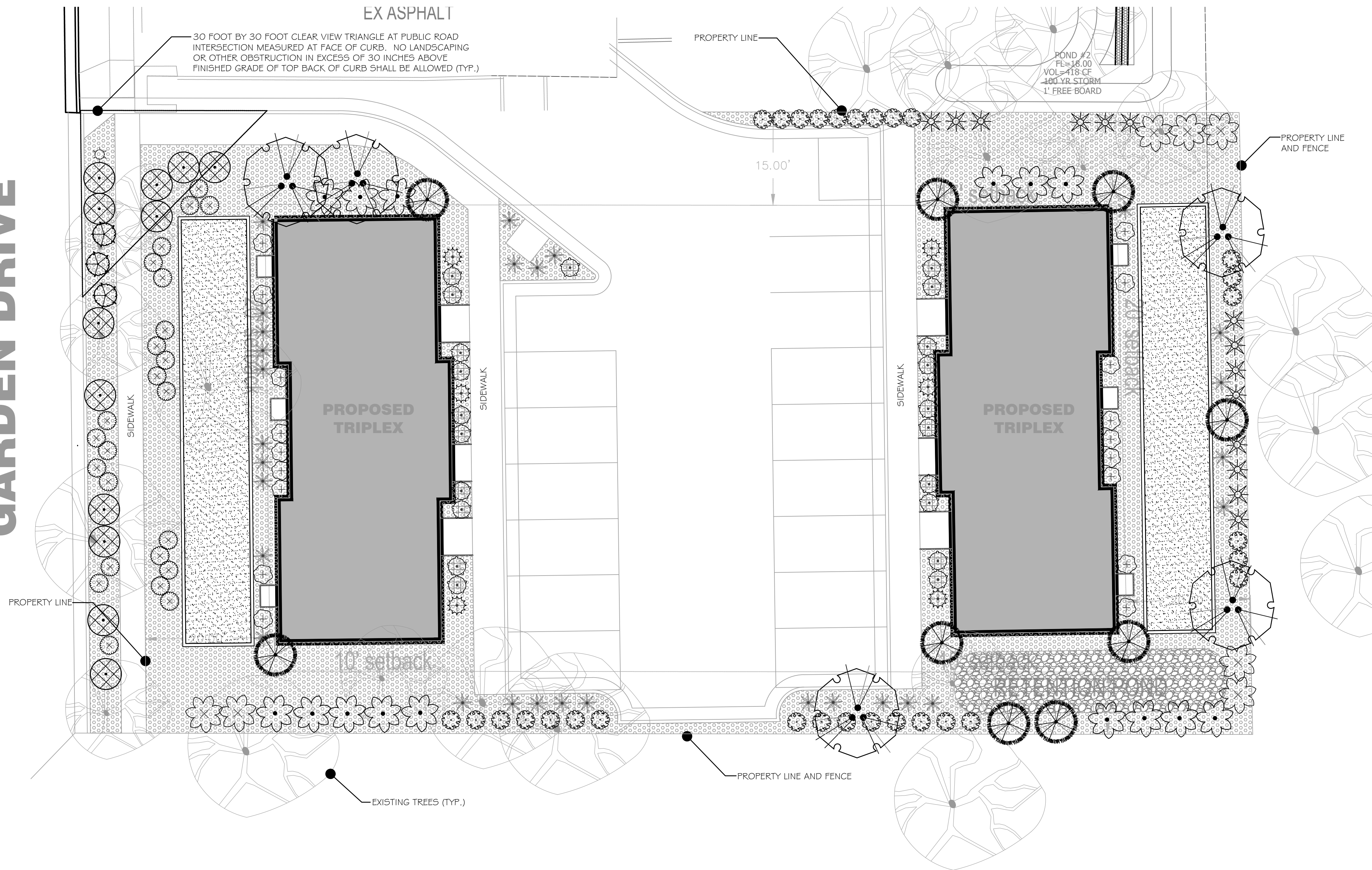
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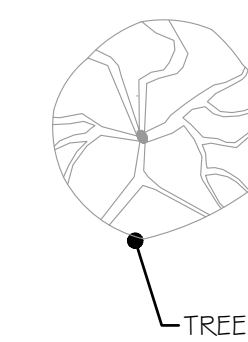
# GARDEN DRIVE



## PLANT SCHEDULE TOTAL PROJECT

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
<b>TREES</b>					
	Acer tatanum / Tatanan Maple Hydro Zone 1	B # B	2"		5
	Pinus nigra 'Arnold Sentinel' / Arnold Sentinel Austnan Black Pine Hydro Zone 1	B # B	6"		9
<b>SHRUBS</b>					
	Berberis thunbergii 'Crimson Pygmy' / Crimson Pygmy Barberry Hydro Zone 2	5 gal			6
	Calamagrostis x acutiflora 'Avalanche' / Feather Reed Grass Hydro Zone 2	2 gal			14
	Calamagrostis x acutiflora 'Overdam' / Overdam Feather Reed Grass Hydro Zone 2	2 gal			18
	Helictotrichon sempervirens / Blue Oat Grass Hydro Zone 1	2 gal			24
	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily Hydro Zone 2	1 gal			21
	Ilex crenata 'Sky Pencil' / Sky Pencil Japanese Holly Hydro Zone 2	5 gal			30
	Juniperus horizontalis 'Bar Harbor' / Bar Harbor Creeping Juniper Hydro Zone 1 - Evergreen	5 gal			12
	Miscanthus sinensis 'Gracillimus' / Maiden Grass Hydro Zone 2	5 gal			15
	Miscanthus sinensis 'Purpurescens' / Flame Grass Hydro Zone 2	5 gal			7
	Pennisetum alopecuroides 'Little Bunny' / Little Bunny Fountain Grass Hydro Zone 2	2 gal			29
	Rhus aromatica 'Autumn Amber' / Autumn Amber Sumac Hydro Zone 1	5 gal			3

### EXISTING TREES



EXISTING TREES OF VARIOUS SIZES AND SPECIES WITHIN THE PROJECT LIMITS. LOCATION BASED ON CIVIL ENGINEERING PLANS AND SITE SURVEY. CONTRACTOR TO PROTECT EXISTING TREE AT DRIP LINE DURING CONSTRUCTION WITH HIGH-VISIBILITY MATERIALS AT A MINIMUM HEIGHT OF FOUR FEET (4'). TREE CANOPY ILLUSTRATED IS BASED ON SITE SURVEY. STORAGE OR MOVEMENT OF EQUIPMENT, MATERIAL, DEBRIS OR FILL IS PROHIBITED WITHIN THE PROTECTION ZONE SO AS TO MINIMIZE SOIL COMPACTION. THE CLEANING OF EQUIPMENT OR MATERIAL OR THE STORAGE AND DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OILS, SOLVENTS, ASPHALT, CONCRETE, MOTOR OIL OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE IS PROHIBITED WITHIN THE TREE PROTECTION ZONE.

### MULCHES / ROCK

	'CHANSARE FARMS IMPERIAL BLUE' - WHICH IS A WATER-WISE TURF GRASS - REFER TO NOTES AND DETAILS SHEET	1,431 S.F.
	3" MINIMUM DEPTH OF 1" TO 2-1/2" OF COLORED CRUSHED ROCK (GRAYS, WHITES & BLACKS) OVER DEWITT PRO 5 WEED BARRIER.	5,377 S.F.
	5" MINIMUM DEPTH OF 3" TO 6" OF COLORED CRUSHED ROCK (GRAYS, WHITES & BLACKS) OVER DEWITT PRO 5 WEED BARRIER	424 S.F.
	CONCRETE MOW STRIP - REFER TO SHEET L-2	

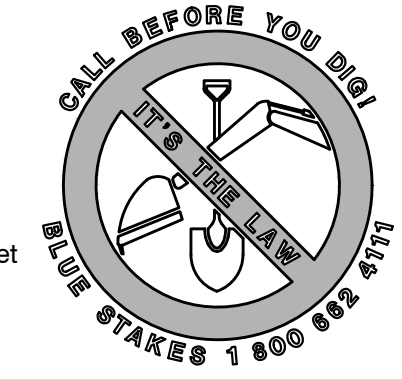
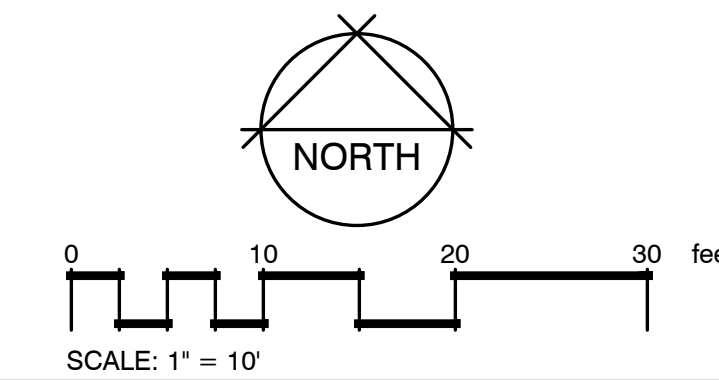
### NOTES:

- SEE SHEET L-2 FOR LANDSCAPE NOTES AND DETAILS.
- LANDSCAPE MATERIAL SQUARE FOOTAGES AND PLANT QUANTITIES FOR REFERENCE ONLY, CONTRACTOR TO VERIFY ALL QUANTITIES AND SQUARE FOOTAGES.
- CLEAR VIEW AREA AT STREET INTERSECTIONS IS TO BE MEASURED PER THE PLAN.
- IRRIGATION SYSTEM IS EQUIPPED WITH A SMART ET BASED CONTROLLER AND RAIN SENSOR AS PART OF THE SPRINKLER SYSTEM.
- ROCK MULCHES AND BOULDERS TO COMPLEMENT & BLEND WITH ARCHITECTURAL MATERIALS AND COLORS. CONTRACTOR TO SUBMIT SAMPLES TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DELIVERY.
- SHADE TREES ARE TO BE A MINIMUM OF 2" CALIPER (MEASURED SIX INCHES ABOVE THE ROOT BALL) AT TIME OF PLANTING.
- ORNAMENTAL TREES ARE TO BE A MINIMUM OF 1-1/2" CALIPER (MEASURED SIX INCHES ABOVE THE ROOT BALL) AT TIME OF PLANTING.
- EVERGREEN TREES ARE TO BE A MINIMUM OF SIX FEET TALL AT TIME OF PLANTING.
- DECIDUOUS AND EVERGREEN SHRUBS ARE TO HAVE A MINIMUM HEIGHT OR SPREAD OF TWELVE INCHES (12") DEPENDING ON THE PLANT'S NATURAL GROWTH HABIT, UNLESS OTHERWISE SPECIFIED. PLANTS IN FIVE (5) GALLON CONTAINERS WILL GENERALLY COMPLY WITH THIS STANDARD. PERENNIALS AND GROUND COVERS ARE TO BE ONE-GALLON CONTAINER.
- TREES IN THE PUBLIC RIGHT OF WAY SHALL NOT BE PLANTED OR REMOVED WITHOUT THE APPROVAL OF THE ZONING ADMINISTRATOR AND URBAN FORESTER.
- REFER TO CIVIL PLANS FOR GRADING DESIGN. IF CONSTRUCTED SLOPES ARE STEEPER THAN A 2 FT. HORIZONTAL TO 1 FT. VERTICAL (2H:1V) THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT.
- REFER TO CIVIL PLANS FOR EXISTING BUILDINGS AND FACILITIES TO BE REMOVED/DEMOLISHED.

1/30/24

### LANDSCAPE CALCULATIONS SUMMARY

<b>ON SITE LANDSCAPE PROVIDED (REFER TO SITE PLAN)</b>	
7,460 S.F.	17.13% OF PROJECT AREA
<b>TOTAL PROJECT LANDSCAPING (INCLUDING AREAS IN ROAD R.O.W.)</b>	
7,460 S.F.	
<b>TOTAL LANDSCAPE AREA IN WATER-WISE TURF GRASS (INCLUDING ROAD R.O.W.)</b>	
1,431 S.F.	19.18% OF LANDSCAPE (20% MAXIMUM ALLOWED)
<b>TOTAL AREA IN DROUGHT TOLERANT LANDSCAPE (INCLUDING R.O.W.)</b>	
5,962 S.F.	79.92% OF LANDSCAPE
<b>PERCENT OF LANDSCAPE PLANT MATERIAL AREA VALUE COVERAGE (EXCLUDES TURF GRASS)</b>	
63.49% BASED ON "WATER-WISE PLANTS", WITH TREES CALC.	
30.74% BASED ON "WATER-WISE PLANTS", WITHOUT TREES CALC.	
<b>PERCENT OF DROUGHT TOLERANT PLANTS (EXCLUDES TURF GRASS)</b>	
96.65% BASED ON WATER CONSERVING PLANT LIST	
<b>PERCENT OF LANDSCAPE AREA OF LIVE PLANT COVERAGE (INCLUDES TURF GRASS)</b>	
82.67% WITH TREES CALCULATED	
50.09% WITHOUT TREES CALCULATED	
<b>REQUIRED GARDEN DRIVE STREET TREES</b>	
3.3 TREES	100 FT DIV. BY 30
<b>PROVIDED GARDEN DRIVE STREET TREES</b>	
4 TREES (4 EXISTING)	
<b>REQUIRED EAST PROPERTY LINE BUFFER/SCREENING TREES</b>	
4.0 TREES	100 LINEAR FOOTAGE DIV. BY
4 TREES (1 EXISTING)	
<b>REQUIRED SOUTH PROPERTY LINE BUFFER/SCREENING TREES</b>	
7.1 TREES	178 LINEAR FOOTAGE DIV. BY
7 TREES (4 EXISTING)	
<b>REQUIRED EAST PROPERTY LINE BUFFER/SCREENING SHRUBS</b>	
20.0 SHRUBS	100 LINEAR FOOTAGE DIV. BY
21 SHRUBS	
<b>REQUIRED SOUTH PROPERTY LINE BUFFER/SCREENING SHRUBS</b>	
35.6 SHRUBS	178 LINEAR FOOTAGE DIV. BY
36 SHRUBS	
<b>REQUIRED BUILDING PERIMETER TREES</b>	
9.9 TREES	394 LINEAR FOOTAGE DIV. BY
10 TREES (2 EXISTING)	
<b>REQUIRED BUILDING PERIMETER SHRUBS</b>	
39.4 SHRUBS	394 LINEAR FOOTAGE DIV. BY
61 SHRUBS	

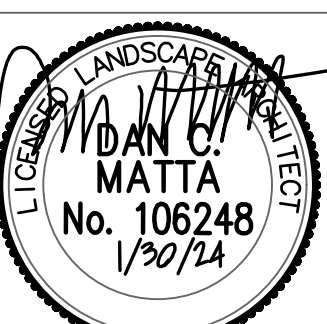


NO.	REVISIONS	BY	DATE

PLANNING, LANDSCAPE ARCHITECTURE & SITE DESIGN SERVICES  
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**Foresite**  
 Design Group, L.C.

GARDEN DRIVE  
 LANDSCAPE PLAN  
 4433 SOUTH GARDEN DRIVE MILLCREEK, UTAH



SHEET:  
**L-1**  
 FILE NAME: SCALE:  
 FDG-306 1"=10'



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**PLANTING NOTES:**

- LANDSCAPE BIDS MUST BE IN A DETAILED UNIT PRICE FORMAT SHOWING COST BREAKDOWN OF ALL LANDSCAPE ELEMENTS. ANY ELEMENT MAY BE ADDED OR DELETED BY THE LANDSCAPE ARCHITECT OR OWNER. CONTRACTOR COMPENSATION WILL BE ADJUSTED ACCORDING TO THE UNIT PRICE BIDS. ANY SUBSTITUTION MUST BE BY LANDSCAPE ARCHITECT APPROVAL. LANDSCAPE ARCHITECT OR OWNER WITHOUT JUSTIFICATION MAY DISALLOW BIDS AND SELECT CONTRACTOR REGARDLESS OF BID FIGURES. THE SELECTED CONTRACTOR MUST CONTACT THE OWNER'S CONSTRUCTION REPRESENTATIVE BEFORE BEGINNING CONSTRUCTION TO SCHEDULE A PRE CONSTRUCTION MEETING. CONTRACTOR OR SUBCONTRACTORS PARTICIPATION IN CONSTRUCTION OF THIS PLAN MUST BE LICENSED BY THE STATE OF UTAH FOR THE TYPE OF WORK BEING PERFORMED.
- CODES, LAWS, REGULATIONS, AND PERMITS BY FEDERAL, STATE, COUNTY AND CITY AGENCIES FOR DESIGN CONCEPT, MATERIALS AND WORKMANSHIP MUST BE RESEARCHED AND SATISFIED BY THE CONTRACTOR. REPORT ANY PROBLEMS OR REQUIREMENTS TO THE LANDSCAPE ARCHITECT. THE CONTRACTOR MUST VERIFY THE REGULATIONS FOR AND SECURE ANY PERMITS BEFORE BEGINNING CONSTRUCTION. THE COST FOR THE PERMIT FEES MAY BE SUBMITTED TO THE OWNER FOR REIMBURSEMENT. CALL BLUE STAKES AND REFER TO DRAINAGE AND CIVIL PLANS BEFORE ANY TRENCHING OR EXCAVATION.
- CONSTRUCTION SAFETY AND CLEANUP MUST MEET OSHA STANDARDS AT ALL TIMES. ALL CONTRACTORS MUST HAVE ADEQUATE LIABILITY, PERSONNEL INJURY AND PROPERTY DAMAGE INSURANCE. CLEAN UP MUST BE PERFORMED DAILY, AND ALL HARDCAPE ELEMENTS MUST BE WASHED FREE OF DIRT AND MUD ON FINAL CLEAN UP. CONSTRUCTION MUST OCCUR IN A TIMELY MANNER.
- LANDSCAPE PLANS AND DETAIL DRAWINGS ARE SCHEMATIC ONLY, DISCREPANCIES MAY EXIST, INCLUDING BUT NOT LIMITED TO BUILDING LOCATION, PROPERTY LINES, ANY DIMENSIONS SPECIFIED OR IMPLIED. THE CONTRACTOR WILL BE REQUIRED TO ADJUST PLANS AS NECESSARY TO RETAIN CONCEPT INTEGRITY. CONTACT LANDSCAPE ARCHITECT IF DISCREPANCIES EXIST.
- PLANT MATERIAL EXCAVATION. CALL BLUE STAKE AND MAKE REFERENCE TO DRAINAGE AND CIVIL PLANS BEFORE EXCAVATION FOR PLANT MATERIAL. ALL HOLES MUST ALLOW FOR A MINIMUM OF TWELVE (12) INCHES OF SPECIFIED PLANTING MIX BACKFILL MATERIAL ON ALL SIDES OF ROOT BALL FOR SHRUBS, AND 3X BALL DIAMETER FOR TREES.
- PLANT MATERIAL BACKFILL MUST BE A WELL MIXED COMBINATION OF 1/3 NATIVE SOIL, 1/3 TOPSOIL, AND 1/3 ORGANIC COMPOSTED MATERIAL. DEEP WATER ALL PLANT MATERIAL IMMEDIATELY AFTER PLANTING. ADD BACKFILL MATERIAL TO DEPRESSIONS AS NECESSARY.
- SOIL AMENDING SHALL INCLUDE COMPOSTED ORGANIC MATERIAL TO BE ADDED AT A RATE OF THREE CUBIC YARDS PER 1,000 SQUARE FEET. TILL INTO THE SUBGRADE SOIL PRIOR TO PLACING TOPSOIL. TILL AMENDMENTS IN TO A DEPTH OF 6". ALL SOD AREAS SHALL HAVE THE SOIL AMENDED.
- TOP SOIL MUST BE A PREMIUM QUALITY DARK SANDY LOAM, FREE OF ROCKS, CLODS, ROOTS, AND PLANT MATTER. THE TOPSOIL SHALL BE EVENLY SPREAD AND SMOOTH GRADED ON A CAREFULLY PREPARED AMENDED SUBGRADE. TOPSOIL SHALL BE SPREAD TO A DEPTH OF FIVE INCHES (5") IN ALL SOD AND SHRUB AREAS.
- SOD MUST BE PREMIUM QUALITY, ULTRA GREEN, EVENLY CUT, ESTABLISHED, HEALTHY, WEED AND DISEASE FREE, AND FROM AN APPROVED SOURCE. SOD MUST BE DELIVERED AND LAID IMMEDIATELY AFTER CUTTING. SOD MUST BE LAID WITH NO GAPS BETWEEN PIECES ON A CAREFULLY PREPARED TOPSOIL LAYER. THE LAID SOD MUST BE IMMEDIATELY WATERED AFTER INSTALLATION. ANY BURNED AREAS WILL REQUIRE REPLACEMENT. ADJUST SPRINKLER SYSTEM TO ASSURE HEALTHY GREEN SURVIVAL OF THE SOD WITHOUT WATER WASTE.
- MULCH OVER DEWITT PRO 5 WEED BARRIER WILL BE REQUIRED IN ALL LANDSCAPE BEDS FOR SHRUBS, PERENNIALS, AND ANNUALS. SEE PLANS FOR MULCH TYPES. MULCH SHALL BE EVENLY SPREAD ON A CAREFULLY PREPARED GRADE TO THE MINIMUM NOTED DEPTH. THE TOP OF ALL AREAS OF MULCH SHALL BE AT THE GRADE OF THE ADJACENT CURB, WALK, OR EDGE OF PAVEMENT.

- FERTILIZER FOR SOD AREAS SHALL BE PELLETIZED, N-P-K AS APPROVED BY LANDSCAPE ARCHITECT FOR SEASONAL ADJUSTMENT. USE 20 LBS PER 5,000 SQUARE FEET OR AS PER MANUFACTURER'S SPECIFICATIONS. SPREAD EVENLY ON A CAREFULLY PREPARED TOPSOIL LAYER JUST PRIOR TO LAYING SOD.
- TREE STAKING AND GUYING SHALL BE ON AN AS NEEDED BASIS ONLY. THE CONTRACTOR SHALL DETERMINE STAKING NEEDS DEPENDENT ON THE SITE SOIL CONDITIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REMOVE GUYING AND STAKING IN A TIMELY MANNER ONCE STAKED TREES HAVE TAKEN ROOT. NO STAKING SHALL REMAIN BEYOND A REASONABLE TIME FOR ROOT PENETRATION AND STABILIZATION.
- TREE WRAPPING MAY BE USED TO PROTECT YOUNG TREES FROM WINTER DAMAGE. TREE WRAPS SHALL ONLY BE INSTALLED IN THE FALL. IF THE CONTRACTOR INSTALLS WRAPS FOR TREE PROTECTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROMPTLY REMOVE WRAPS THE FOLLOWING SPRING.
- LANDSCAPE MAINTENANCE MUST BE PERFORMED BY THE LANDSCAPE CONTRACTOR DURING ESTABLISHMENT (30 DAYS AFTER FINAL ACCEPTANCE OF ENTIRE PROJECT). RESPONSIBILITIES INCLUDE WEED CONTROL AND MOWING. NOTIFY OWNER AND CONSTRUCTION REPRESENTATIVE WHEN ESTABLISHMENT PERIOD HAS ENDED TO INSURE ONGOING MAINTENANCE. THE OWNER IS RESPONSIBLE FOR LANDSCAPE MAINTENANCE AND UPKEEP ONCE ESTABLISHMENT PERIOD HAS EXPIRED.
- ALL PLANT MATERIAL AND LANDSCAPE ELEMENTS WILL BE GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE. ANY ITEMS THAT ARE NOT FIRST CLASS PREMIUM QUALITY WILL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER. ANY PLANT MATERIAL THAT IS NOT PREMIUM QUALITY OR APPEARS STRESSED IN ANY WAY DURING THE GUARANTEE PERIOD MAY REQUIRE REPLACEMENT. THE CONTRACTOR MUST SCHEDULE A PRE AND POST GUARANTEE MEETING WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION. FAILURE TO DO SO WILL MEAN THE OFFICIAL GUARANTEE PERIOD HAS NOT BEEN ACTIVATED OR DE-ACTIVATED.
- SUBMITTALS OF ALL LANDSCAPE MATERIALS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK. PROVIDER INFORMATION AND SAMPLES SHALL BE SUBMITTED OF ANY GRAVEL OR WOOD MULCHES. NURSERY STOCK SUBMITTAL SHALL INCLUDE PROVIDER INFORMATION WITH A LIST OF PLANT MATERIALS BEING PROVIDED BY THE NURSERY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES LISTED ON THE PLANS AND THE AVAILABILITY OF ALL PLANT MATERIALS IN THEIR SPECIFIC SIZES PRIOR TO SUBMITTING A BID. THE CONTRACTOR MUST NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO SUBMITTING A BID IF THE CONTRACTOR DETERMINES A QUANTITY DEFICIENCY OR AVAILABILITY PROBLEM WITH SPECIFIED MATERIAL.
- SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION CONSTRUCTION SHALL BE THE 2007 APWA "MANUAL OF STANDARD SPECIFICATIONS".
- ALL LANDSCAPE MATERIAL SHALL BE FULLY IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM (DESIGN BUILD). IRRIGATION DESIGN SHALL BE APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- HERBICIDES: EPA REGISTERED AND APPROVED, OF TYPE RECOMMENDED BY MANUFACTURE. PRE-EMERGENT HERBICIDE SHALL BE USED PRIOR TO MULCH PLACEMENT.
- SOIL AMENDMENTS AND WEED CONTROL: APPLY ROUNDUP OR EQUAL TO WEEDS IN THE PROJECT AREAS. APPLY HERBICIDE WHILE PLANTS ARE GROWING IN A VIGOROUS STATE FOR BEST RESULTS. AFTER THREE (3) DAYS REPEAT APPLICATION OF HERBICIDE TO WEEDS THAT ARE STILL ALIVE AND REPEAT UNTIL WEEDS HAVE BEEN KILLED. AFTER WEEDS HAVE BEEN CONTROLLED, ADD SOIL AMENDMENT AND FERTILIZERS AS REQUIRED BY TOP SOIL ANALYSIS AND SPECIFICATIONS. INCORPORATE AMENDMENTS AS PER MANUFACTURER'S SPECIFICATIONS INTO PLANTING AREAS TO A MINIMUM OF FOUR (4") INCH DEPTH. PRE-EMERGENT HERBICIDE SHALL BE USED PRIOR TO MULCH PLACEMENT

**TOPSOIL QUALITY GUIDELINES**

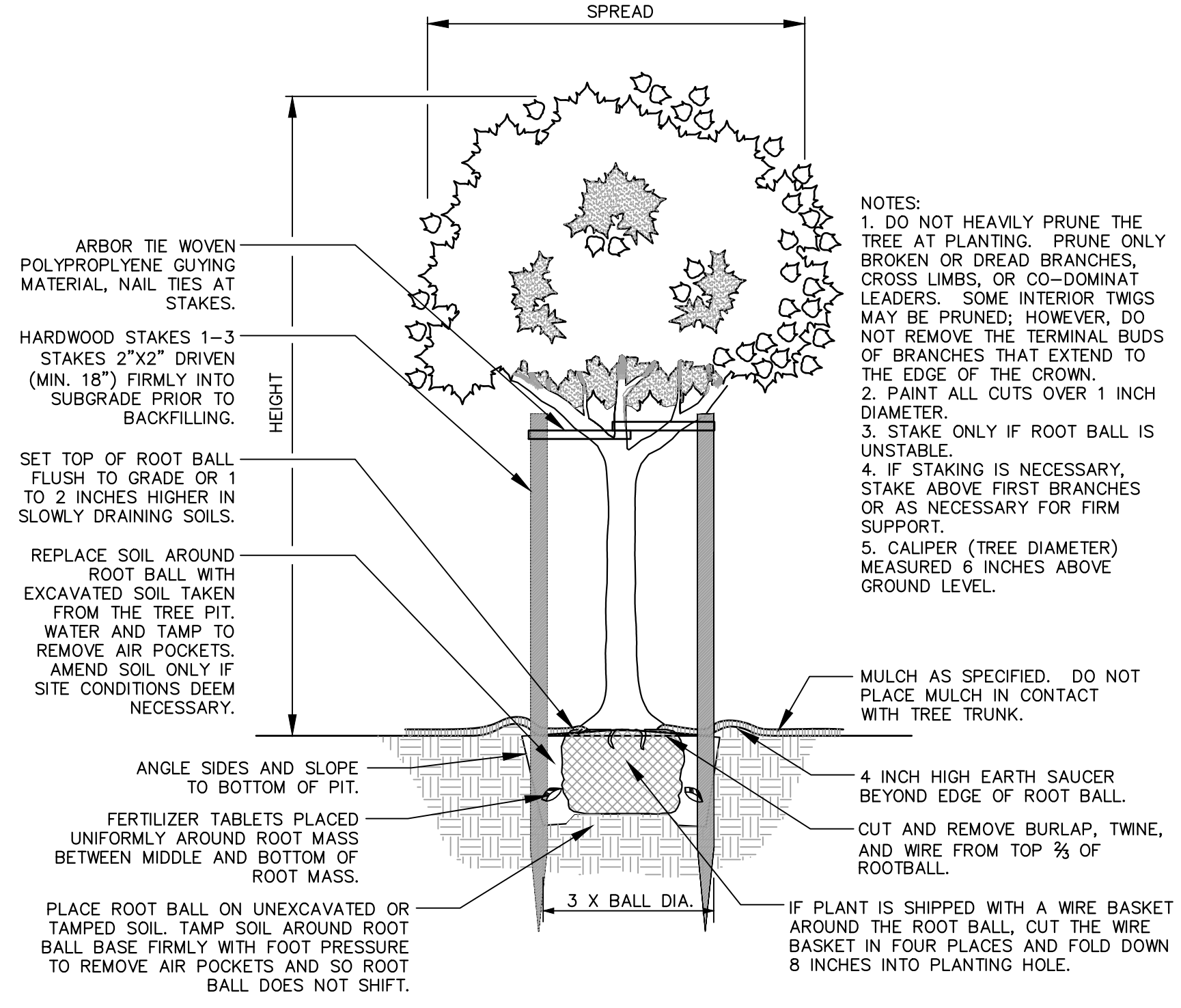
Category	Soluble salts (dS/m or mmho/cm)	pH	Sand (%)	Silt (%)	Clay (%)	Texture class*	Organic Matter (%)	% Coarse fragments (> 2 mm in diameter)**	Sodium Adsorption Ratio (SAR)*
Ideal	< 2	5.5 to 7.5	< 70	< 70	< 30	L, S/L	≥ 2.0	≤ 2	< 3 for any texture
Acceptable	< 4	5.0 to 8.2	< 70	< 70	< 30	SCL, SL, CL, SCL	≥ 1.0	2.1 to 5.0	3 to 7 (S/L, SCL, CL), 3 to 10 (SCL, SL, L)
Unacceptable	> 4	< 5.0 or > 8.2	> 70	> 70	> 30	L5, S5, S5, C, S5, C	< 1.0	> 5.0	> 10 for any texture

\*L = loam; S/L = silt loam; SCL = sandy clay loam; SL = sandy loam; CL = clay loam; S/CL = silty clay loam; L5 = loamy sand; S5C = sandy clay; S5C = silty clay; S = sand; S5 = silt; C = clay.

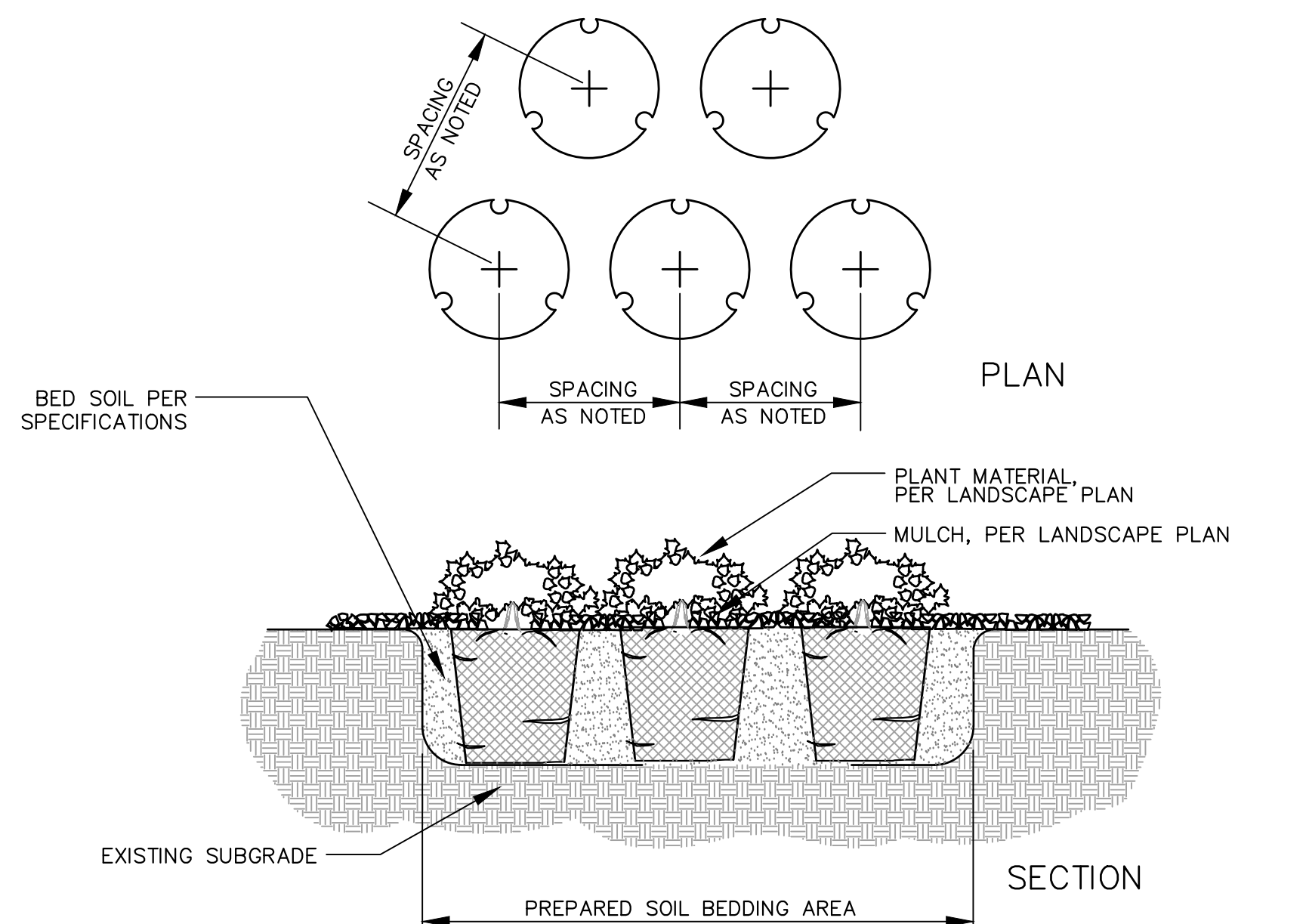
\*\*This guideline also includes no fragments larger than 1 1/2 inch in diameter.

Category	Nitrate-nitrogen (ppm or mg N/kg soil)	Phosphorus (ppm or mg P/kg soil)	Potassium (ppm or mg K/kg soil)	Iron (ppm or mg Fe/kg soil)
Acceptable	> 20	> 15	> 150	> 10

Source: Utah State University, "Topsoil Quality Guidelines for Landscaping", December 2010.

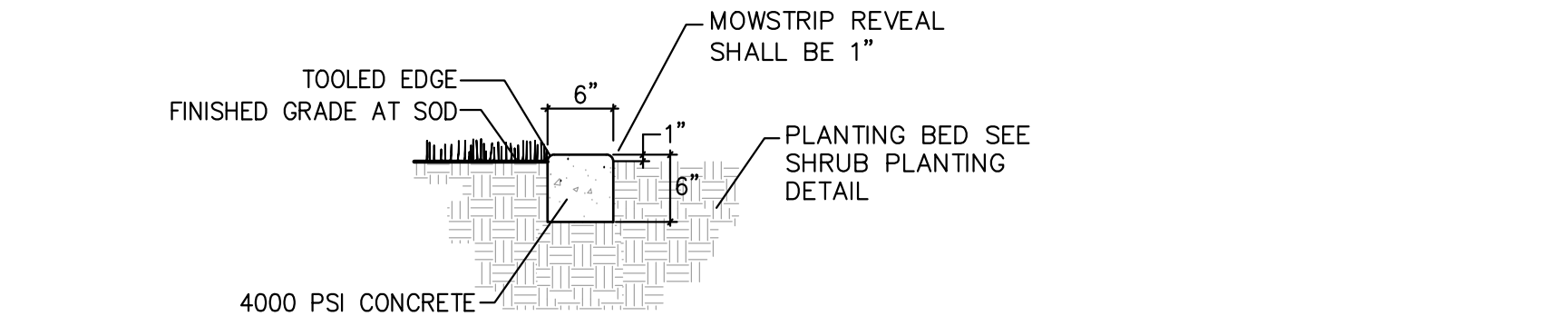


**1 TREE PLANTING AND STAKING**  
N.T.S.

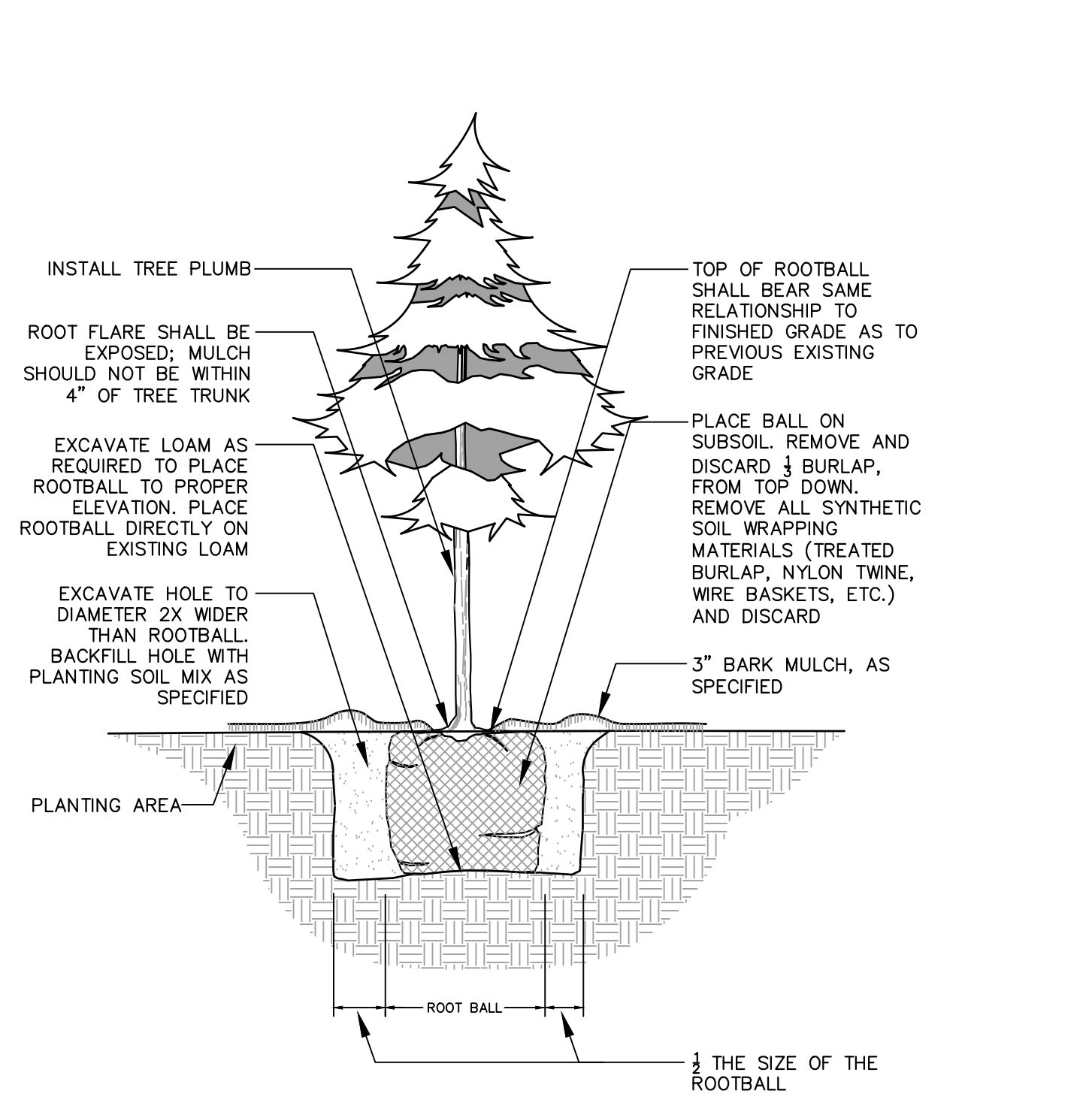


**3 GROUNDCOVER, ANNUAL, AND/OR PERENNIAL PLANTINGS**  
N.T.S.

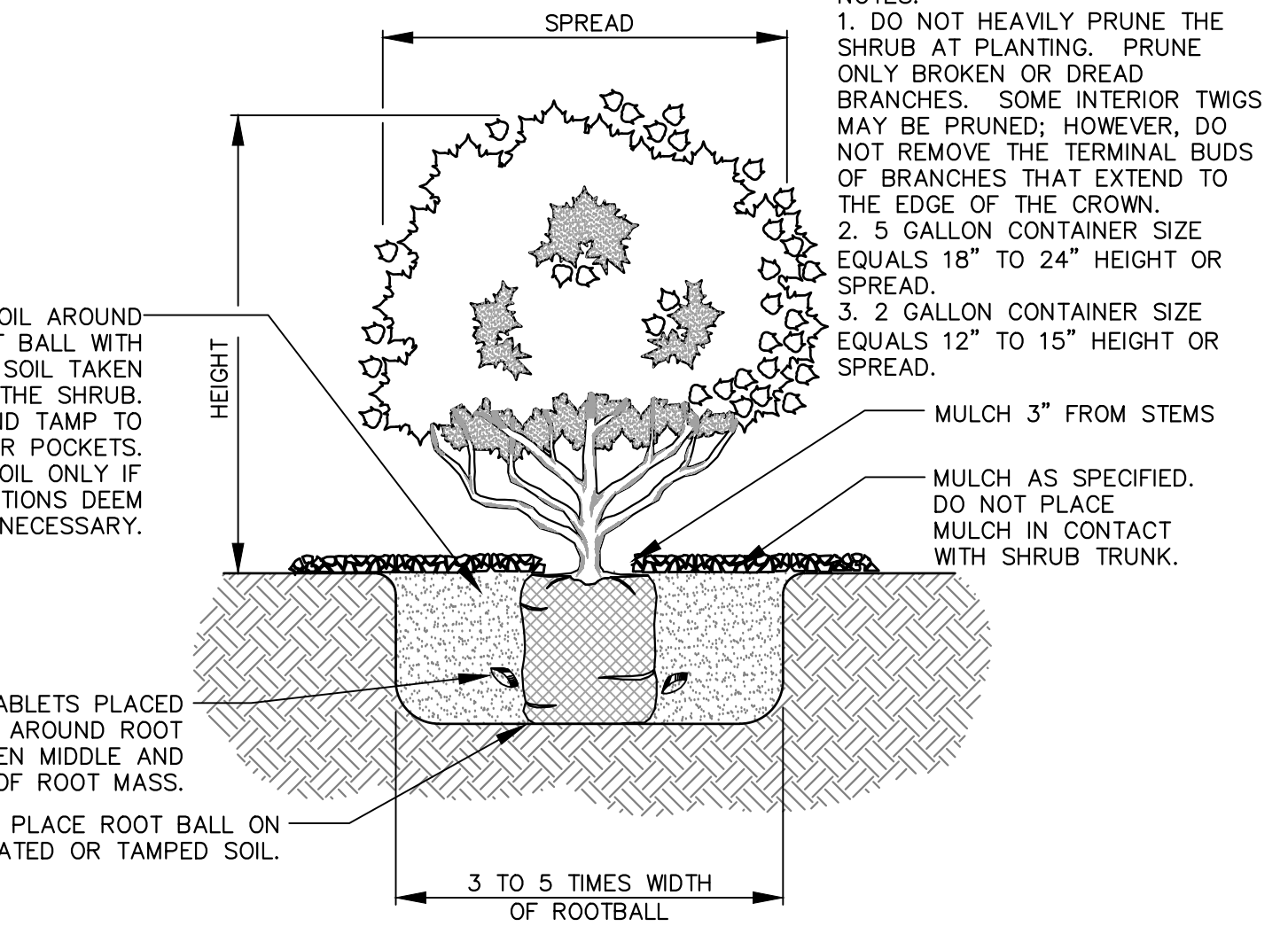
- NOTES:**
- CONTROL JOINTS SHALL BE PLACED AT 5' ON CENTER.
  - EXPANSION JOINTS SHALL BE PLACED AT 20' ON CENTER, AND AT ALL HARD SURFACE ABUTMENTS.
  - MOWSTRIP SHALL BE INSTALLED TO SEPARATE ALL DIFFERING MULCH TYPES AND ALL SOD FROM MULCH AREAS.



**4 CONCRETE MOWSTRIP**  
N.T.S.



**2 EVERGREEN TREE PLANTING**  
N.T.S.



**4 SHRUB AND ORNAMENTAL GRASS PLANTING**  
N.T.S.

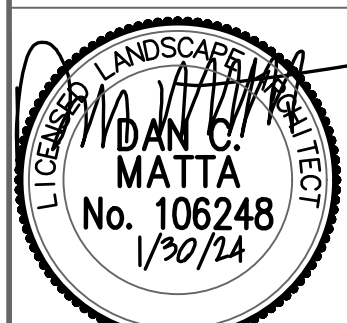
NO.	REVISIONS	BY	DATE

PLANNING, LANDSCAPE ARCHITECTURE & SITE DESIGN SERVICES  
 FORESITE DESIGN GROUP, L.C.  
 4433 SOUTH GARDEN DRIVE  
 MILLCREEK, UTAH 84143  
 PHONE: 801.841.7464  
 www.foresitedesigngroup.com

Foresite

Design Group, L.C.

**GARDEN DRIVE**  
**LANDSCAPE NOTES AND DETAILS**  
**4433 SOUTH GARDEN DRIVE MILLCREEK, UTAH**



SHEET:  
**L-2**  
 FILE NAME: SCALE:  
 FDG-306 N.A.



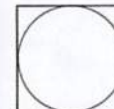
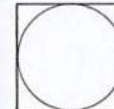


# Original Elevations



**Mendenhall  
Architecture  
& Design, Inc**

4635 South Highland  
Hurley, UT 84117  
801.277.2655



The original owner and architect assume no liability for any errors or omissions in this drawing. The architect is not responsible for any construction or other costs. The architect is not responsible for any construction or other costs. The architect is not responsible for any construction or other costs.

Project: XX X

Sheet No.	001
Scale	AS SHOWN
Date	01/20/24
Drawn by	Audrey
Checked by	Cheryl

Project Number/Sheet Number  
Date: 1/20/24 0-A3.1  
Drawn by: Audrey  
Checked by: Cheryl

ELEVATIONS  
**A3.1**



# Original Elevations



① FRONT ELEVATION  
1/4" = 1'-0"



③ LEFT ELEVATION  
1/4" = 1'-0"



② RIGHT ELEVATION  
1/4" = 1'-0"

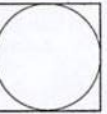
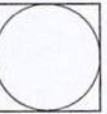


④ REAR ELEVATION  
1/4" = 1'-0"



**Mendenhall  
Architecture  
& Design, LLC**

4030 South Highland  
Holladay, UT 84117  
801.277.2885



THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

Project: XX XX

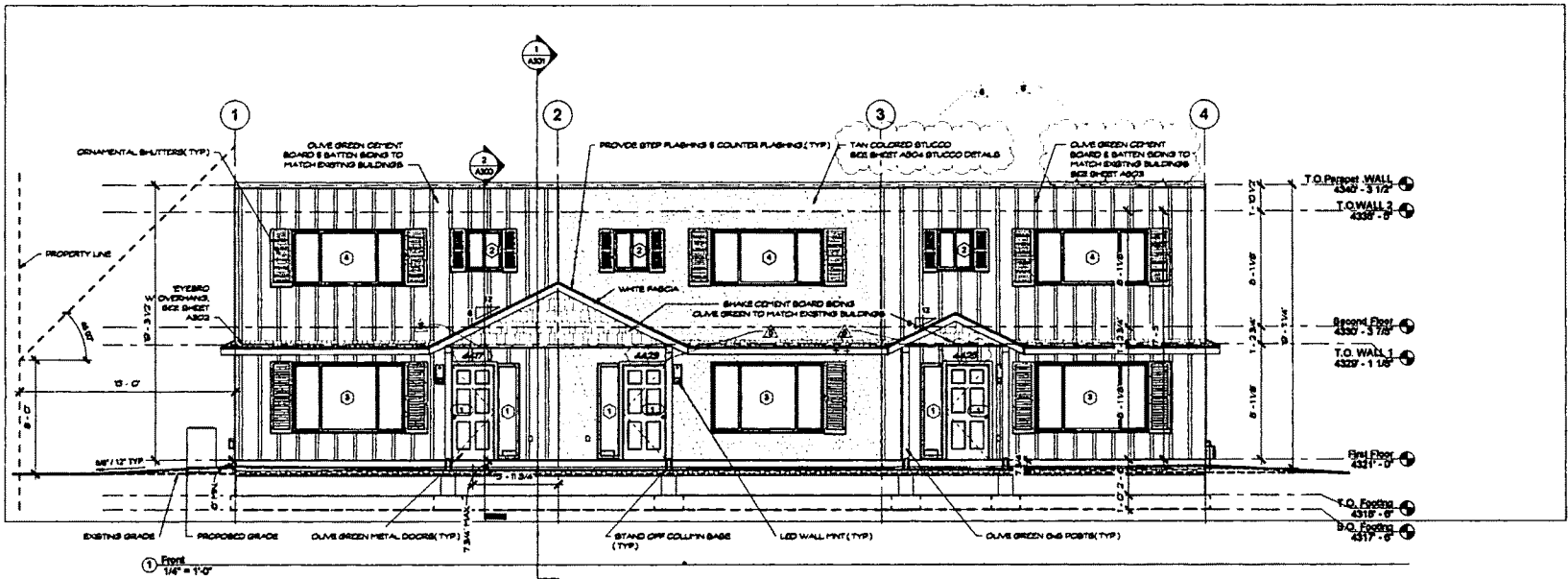
DATE	DESCRIPTION

Project number: Project Number  
Date: 1/15/2024 2:43:07 PM  
Drawn by: Author  
Checked by: Checker

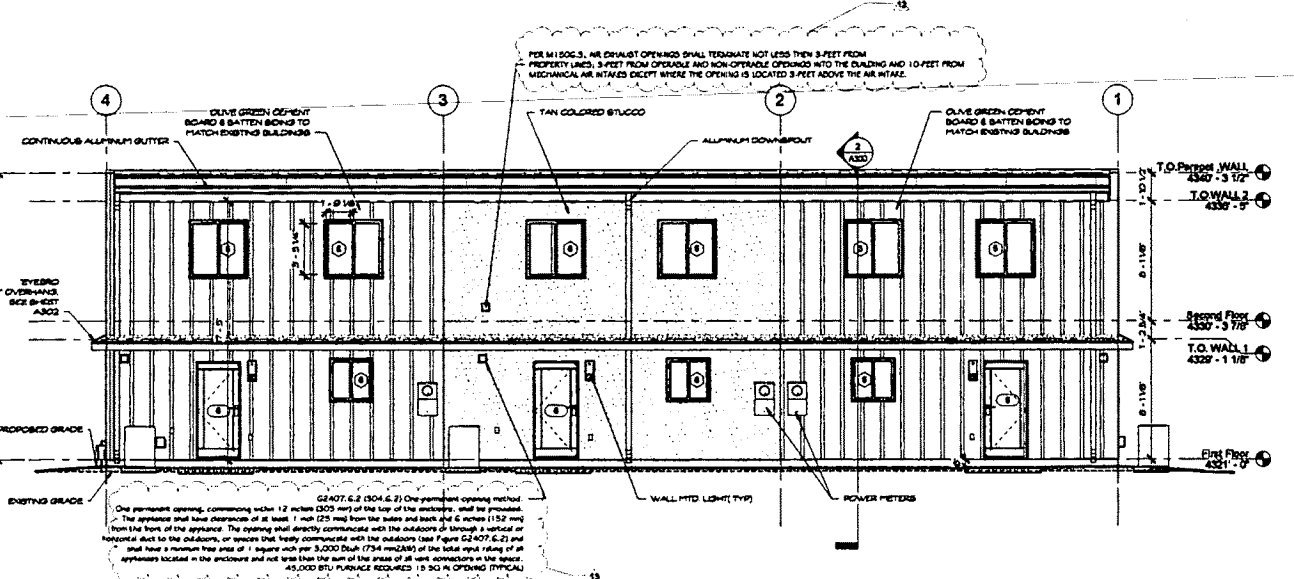
ELEVATIONS  
**A3.0**



# Original Elevations



1 Front  
1/4" = 1'-0"



2 Back  
1/4" = 1'-0"

FOR ALL CODES, AIR EXHAUST OPENINGS SHALL TERMINATE NOT LESS THAN 3 FEET FROM PROPERTY LINES, 5 FEET FROM OPERABLE AND NON-OPERABLE OPENINGS INTO THE BUILDING AND 10 FEET FROM MECHANICAL AIR INTAKES EXCEPT WHERE THE OPENING IS LOCATED 3 FEET ABOVE THE AIR INTAKE.

One permanent opening, commencing within 12 inches (305 mm) of the top of the enclosure, shall be provided. The appliance shall have clearances of at least 1 inch (25 mm) from the sides and back and 6 inches (152 mm) from the front of the appliance. The opening shall directly communicate with the outdoors through a vertical or horizontal duct to the outdoors, or venters that freely communicate with the outdoors (see Figure G2-427.6.2) and shall have a minimum free area of 1 square inch per 3,000 Btu/h (754 mm<sup>2</sup>) of the total input rating of all appliances located in the enclosure and not less than the sum of the area of all vent connections in the space. 45,000 BTU/H PURCHASE REQUIRED: 1.9 SQ. IN. OPENING TYPICAL.

NO.	DESCRIPTION	DATE
1	BUILDING ADDRESSES ADDED	2-28-2018
2	ADDED DETAIL SHEETS FOR WALL COVERINGS	3-26-2018
13	PER M1558.1 REVISED	3-28-2018
14	OSHA 7.8.2, and O2407 REVISED	3-28-2018

STRUCTO, INC. GARDEN ACRES TOWNHOMES - BUILDING A

Scale: Elevations  
1/4" = 1'-0"



# Proposed Elevations



FRONT ELEVATION  
NTS



RIGHT ELEVATION  
NTS



REAR ELEVATION  
NTS



LEFT ELEVATION  
NTS

**MILLCREEK, UTAH**  
**RESOLUTION NO. 24-10**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH  
CITY OF HOLLADAY FOR WASATCH BOULEVARD IMPROVEMENTS**

**WHEREAS**, the Millcreek Council (“Council”) met in regular session on April 22, 2024, to consider, among other things, approving a Memorandum of Understanding with the City of Holladay for Wasatch Boulevard Improvements; and

**WHEREAS**, Holladay and Millcreek desire to cooperate in the construction/installation certain improvements to Wasatch Boulevard for the benefit of the public; and

**WHEREAS**, Holladay and Millcreek desire enter in a Memorandum of Understanding “(MOU)” a copy of which is attached hereto, to commit their understanding to writing.

**NOW, THEREFORE, BE IT RESOLVED** by the Council that the MOU is approved and the Mayor and Recorder are authorized and directed to execute and deliver the MOU on behalf of Millcreek .

This Resolution assigned No. 24-10, shall take effect immediately on passage.

**PASSED AND APPROVED** by the Millcreek Council this 22<sup>nd</sup> day of April 2024.

**MILLCREEK COUNCIL**

By: \_\_\_\_\_  
**Jeff Silvestrini, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Elyse Sullivan, City Recorder**

Roll Call Vote:		
Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF HOLLADAY**, a Utah municipal corporation, hereinafter referred to as “Holladay,” and **MILLCREEK CITY**, a Utah municipal corporation, hereinafter referred to as “Millcreek.”

### RECITALS

WHEREAS, Wasatch Boulevard is a public street of significance in Salt Lake County that runs through the corporate boundaries of the City of Holladay and Millcreek City (the “cities”) and the cities have recently entered into separate agreements with the Salt Lake County relating to transportation improvements, including the installation of buffered bike lanes along stretches of Wasatch Boulevard; and

WHEREAS, the parties realize that both Holladay and Millcreek will enjoy benefits from the installation of the transportation improvements and have indicated a desire to share in administration of the project to install the improvements as contemplated in the parties’ separate contracts with Salt Lake County; and

WHEREAS, the parties desire to commit their understandings for cooperation in the installation of the improvements to writing, through this MOU;

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.
2. **Administration and Bidding.** The Cities agrees to administer jointly advertise and bid the project as a joint undertaking, with the Engineers of the respective cities acting as the administrators of the advertisement for bids and bid review. The bid advertisement shall seek bids for two separate contracts for the different facility types to be constructed by each City and the parties agree to administer their respective portions of the construction for the installation of the improvements. Each City agrees to work professionally in good faith and within the standard of practice for the contracts for the installation of public improvements. The work to be bid is more specifically set forth in Exhibit A, attached hereto and incorporated herein by reference.
3. **Cost Allocation.** The parties agree to each bear their respective portion of the cost for the installation of improvements as set forth in their respective Interlocal Agreements with Salt Lake County.
4. **Immunities.** The decisions made pursuant to this MOU are governmental functions and the Parties are all governmental entities under the “Governmental Immunity Act of Utah” (Utah Code § 63G-7-101, et seq.), or successor provision (the “Immunity Act”). The

Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Each Party agrees to defend, indemnify, save and hold harmless the Authority or any other Party (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from actions of that Party's elected and appointed officers.

5. **Entire Agreement.** This MOU, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This MOU supersedes all prior or contemporaneous negotiations, discussions, and understandings, whether oral or written or otherwise, all of which are of no further effect. This MOU may not be changed, modified, or supplemented except in writing signed by the parties hereto.

6. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Utah.

7. **Amendment.** This MOU may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, each Party hereby signs this MOU on the date written by each Party on the signature pages attached hereto.

ATTEST:

CITY OF HOLLADAY  
a Utah municipal corporation

By: Stephanie J. Carlson  
Stephanie Carlson, City Recorder

By: Robert Dahle  
Robert Dahle, Mayor

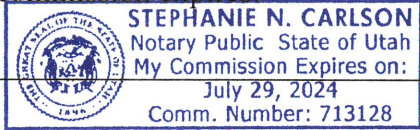
STATE OF UTAH                    )  
  ) ss.  
County of Salt Lake            )



On the 17 day of August, 2023, the Mayor Rob Ashle of the City of Holladay, personally appeared before me and duly acknowledged to me that he/she executed the same on behalf of the City.

Stephanie N. Carlson  
Notary Public

My commission expires:



Residing at:

4580 S. 2300 E Holladay Ut 84117

ATTEST:

MILLCREEK CITY  
a Utah municipal corporation

By: \_\_\_\_\_  
Elyse Sullivan, City Recorder

By: \_\_\_\_\_  
Jeff Silvestrini, Mayor

STATE OF UTAH                    )  
  ) ss.  
County of Salt Lake            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the \_\_\_\_\_ of Millcreek City, personally appeared before me and duly acknowledged to me that he/she executed the same on behalf of the City.

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

My commission expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A

- Lead Partner: City of Holladay

Salt Lake County Interlocal Agreement # 0000003350

Amount of funding award: \$600,000

Project description: The design and construction of an enhanced bike lane on Wasatch Blvd from Fortuna Way to 6200 South.

- Lead Partner: Millcreek

Salt Lake County Interlocal Agreement #0000003354

Amount of funding award: \$4,500,000

Project description: The design and construction of multi-use, shared path on Wasatch Blvd from 3300 South to Fortuna Way.

CITY OF HOLLADAY

RESOLUTION NO. 2023-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING A MEMORANDUM OF UNDERSTANDING WITH MILLCREEK CITY FOR WASATCH BOULEVARD IMPROVEMENTS

WHEREAS, the City of Holladay and Millcreek City have contracted with Salt Lake County for the receipt of grant funds to facilitate improvements to Wasatch Boulevard; and

WHEREAS, the Cities desire to cooperate in the installation of the Wasatch Boulevard improvements for the benefit of the public; and

WHEREAS, the City Council of the City of Holladay desires to enter into a Memorandum of Understanding ("MOU") with Millcreek City to commit their understandings to writing;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay as follows:

Section 1. Approval. That certain MOU between the City of Holladay and Millcreek City, attached hereto as Exhibit A, and incorporated herein by reference, is hereby approved. The Mayor of the City of Holladay is hereby authorized to sign the MOU for and in behalf of the City.

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

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED 17th day of August, 2023.

HOLLADAY CITY COUNCIL

By: [Signature] Robert Dahle, Mayor

[SEAL]



VOTING:

Ty Brewer Yea X Nay \_\_\_
Matt Durham Yea \_\_\_ Nay \_\_\_
Paul Fotheringham Yea X Nay \_\_\_
Drew Quinn Yea X Nay \_\_\_
Dan Gibbons Yea X Nay \_\_\_
Robert Dahle Yea X Nay \_\_\_



**ATTEST:**

Stephanie N. Carlson  
Stephanie N. Carlson, MMC  
City Recorder

**DEPOSITED** in the office of the City Recorder this 17<sup>th</sup> day of August, 2023.

**RECORDED** this 17<sup>th</sup> day of August, 2023.

**MILLCREEK, UTAH**  
**ORDINANCE NO. 24-18**

**AN ORDINANCE REGULATING, PREVENTING, AND BANNING THE DISCHARGE  
OF FIREWORKS WITHIN CERTAIN AREAS OF THE CITY**

**WHEREAS**, the Millcreek City Council (the “*Council*”) met in regular session on April 22, 2024, to consider among other things, regulating, preventing, and banning the discharge of fireworks within certain areas of the city; and

**WHEREAS**, the Fire Marshal has advised the Council and has determined that existing or historical hazardous environmental conditions under Utah Code Ann. § 15A-5-202.5(1)(b) necessitates controlled use of any ignition source including fireworks as defined in Utah Code Ann. § 53-7-202, lighters, matches, sky lanterns, and smoking materials in bush-covered or dry grass-covered areas, within 200 feet of waterways, trails, canyons, washes, ravines, or similar area, or a limited area outside the hazardous areas described above to facilitate a readily identifiable closed area in accordance with Utah Code Ann. § 15A-5-202.5(2); and

**WHEREAS**, the Fire Marshal has produced a map (“Map”), a copy of which is attached hereto, that identifies the existing or historical hazardous environmental conditions under Utah Code Ann. § 15A-5-202.5(1)(b) that necessitate controlled use of any ignition source including fireworks, lighters, matches, sky lanterns, and smoking materials in bush-covered or dry grass-covered areas, within 200 feet of waterways, trails, canyons, washes, ravines, or similar area, or a limited area outside the hazardous areas described above to facilitate a readily identifiable closed area in accordance with Utah Code Ann. § 15A-5-202.5(2); and

**WHEREAS**, the Council finds that based on the Map that the areas designated for closure are closed areas along readily identifiable features like major roadways, waterways, or geographic features in accordance with Utah Code Ann. § 15A-5-202.5(2); and

**WHEREAS**, the Council finds that based on the Map the boundary of the designated closed areas are as close as is practical to the defined hazardous area, provided that the closed area may include areas outside of the hazardous area to facilitate a readily identifiable line; and

**WHEREAS**, the Council finds that the Map is readily available to the public because the Map will supplement the historical hazardous environmental conditions county-wide map as contemplated in Utah Code Ann. § 53-7-225(6); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the inhabitants of Millcreek to ban the use of fireworks within certain areas of the city.

**NOW, THEREFORE, BE IT ORDAINED** except for display operators properly licensed as required by Utah law, it is unlawful for any person to discharge a class C common state approved explosive in the areas identified in red on the Map.

**BE IT FURTHER ORDAINED** that the definition of “a class C common state approved

explosive” shall be as defined in Utah Code Ann. § 53-7-202(5). All other terms shall have the same meaning as set forth in the Utah Fireworks Act, Utah Code Ann § 53-7-220 et seq.

**BE IT FURTHER ORDAINED** that any person convicted of violating the provisions of this ordinance shall be guilty of an infraction.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of April, 2024.

**MILLCREEK**

By: \_\_\_\_\_  
Jeff Silvestrini, Mayor

**ATTEST:**

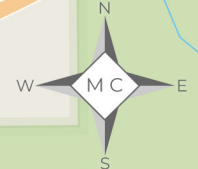
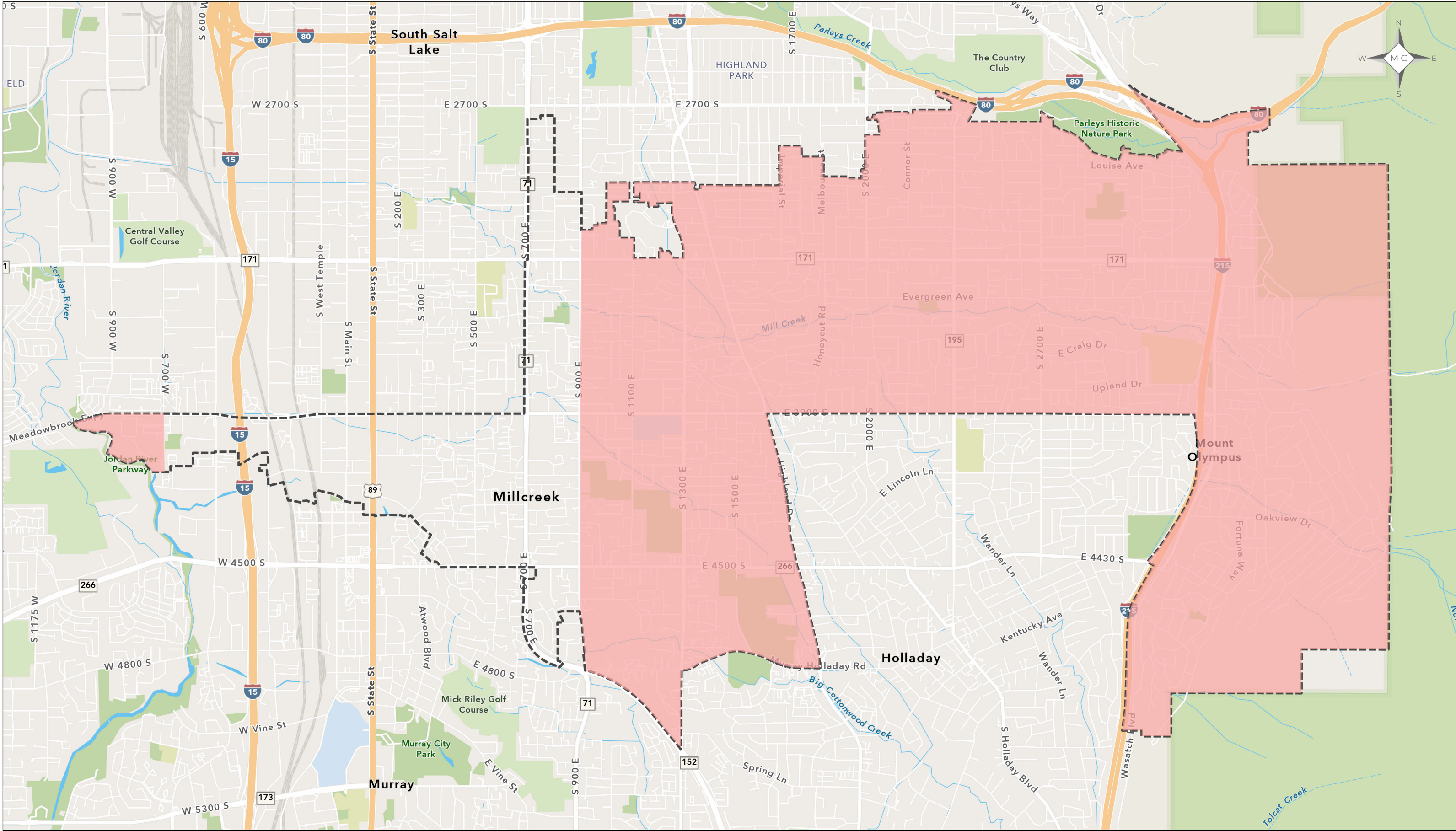
\_\_\_\_\_  
Elyse Sullivan, City Recorder

Roll Call Vote:		
Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

**CERTIFICATE OF POSTING**

I, the duly appointed recorder for Millcreek, hereby certify that:  
**ORDINANCE 24-18: AN ORDINANCE REGULATING, PREVENTING, AND BANNING THE DISCHARGE OF FIREWORKS WITHIN CERTAIN AREAS OF THE CITY**  
was adopted the 22<sup>nd</sup> day of April, 2024 and that a copy of the foregoing Ordinance 24-18 was posted in accordance with Utah Code 10-3-711 this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Elyse Sullivan, City Recorder



Sources:  
Millcreek,  
Salt Lake County,  
UGRC, UFA

Published:  
17 April 2024

# MILLCREEK, UT 2024 FIREWORK RESTRICTIONS

The information depicted on this map is not field verified and is for general reference only. The information is not intended to be used to determine property ownership, final building or site design, jurisdictional boundaries, or to replace a certified topographical or boundary survey, or any other legal document.

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Author: Brian Busch - Millcreek GIS  
Spatial Reference: WGS 1984 Web Mercator Auxiliary Sphere  
Path: C:\Users\bbusch\Documents\ArcGIS\Projects\CommunityMaps\CommunityMaps.aprx



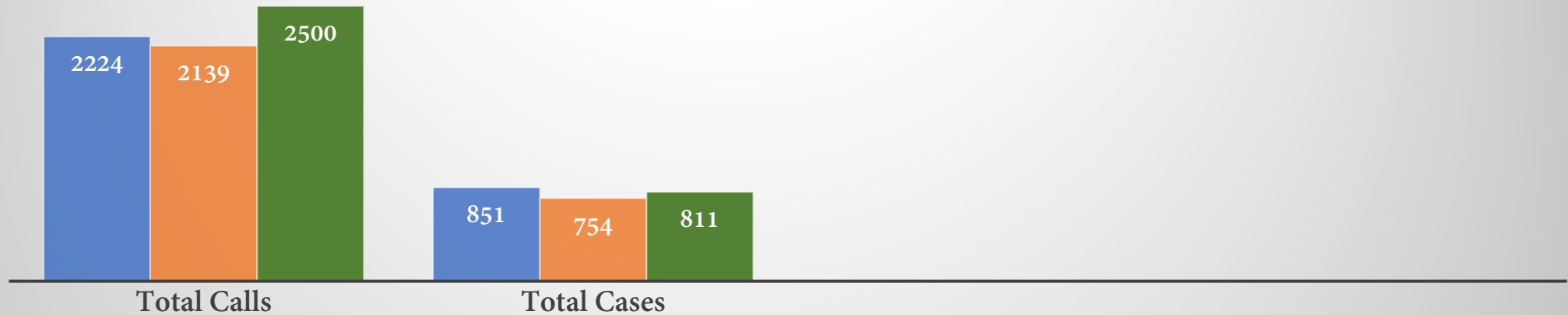
A nighttime photograph of a modern police precinct building. The building has large windows and a prominent yellow tower. In the foreground, there is a paved area with some landscaping, including trees and bushes. A sign for a 'Cafe' is visible on the building's facade. The text 'Unified Police Department Millcreek Precinct' is overlaid in white serif font, with 'Millcreek Precinct' in italics. Below the main title, the date 'April 2024' is also overlaid in white serif font. A white horizontal line is drawn across the middle of the image, passing behind the date text.

Unified Police  
Department  
*Millcreek Precinct*

April 2024

# Total Calls for Service and Total Cases

Total Calls for Service and Total Cases

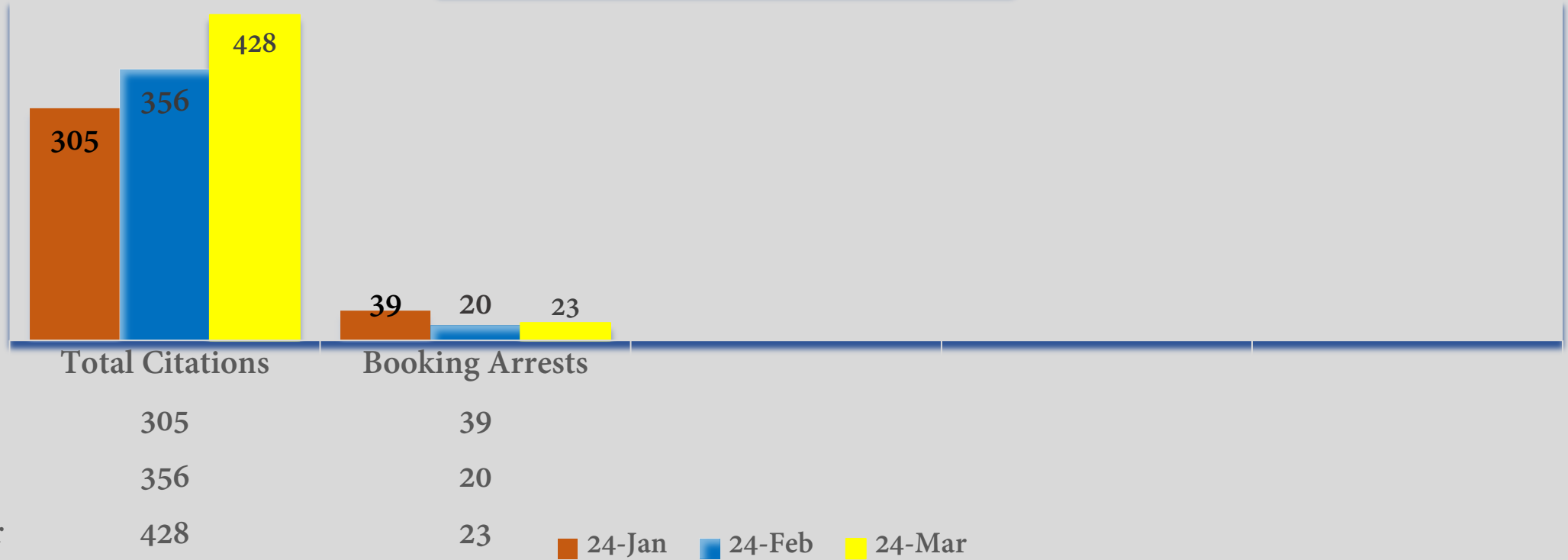


24-Jan	2224	851
24-Feb	2139	754
24-Mar	2500	811

■ 24-Jan ■ 24-Feb ■ 24-Mar

# Citations and Booking Arrests

January to March 2024



# Unified Police Departments Investigations

March 2024	
<u>Violent Crimes Unit (VCU)</u>	
Total Active Cases	110
New Cases	9
Homicide/Suspicious Death	0
Death Investigations	3
Felony Assaults	5
Misdemeanor Assaults/Threats	1
Robbery	0
Other Suspicious	0

March 2024	
<u>Mental Health Unit MHU</u>	
Total Active Cases	165
New	47

March 2024	
<u>Special Victims Unit (SVU)</u>	
Total Active Cases	113
New Cases	14
Adult Sex Cases	4
Child Sex Cases	1
Child Abuse Cases	3
Other	3
Missing	0
Runaway	3

March 2024	
<u>Crash Accident Reconstruction Unit (CAR TEAM)</u>	
Total Call Outs	5



# Unified Police Department Special Operations

## SWAT

March 2024

New Call Outs            0

## K9 Unit

March 2024

New Calls	16
Weapons Offense	2
Traffic Offense	10
Traffic Accident	1
Lost/Missing Person	1
Property Crime	1
Mental Subject	1
Family Offense	1

# Millcreek City Crime Review

## March 2024

Assault	34
Burglary	12
Drug Offense	15
Family Offense	61
Homicide	0
Larceny	67
Robbery	1
Sex Offense	5
Stolen Vehicles	15

# Community Crime Suppression Unit March 2024

- Arrests: 8
- Traffic Stops: 149
- Stolen Vehicles Investigated: 8
- Recovered Stolen Vehicles: 3
- Narcotics Investigations: 9
- Fleeting Vehicles: 9
- Assisted Patrol with Calls: 12
- Drug Seizures:

Meth: 17.3 grams

Marijuana: 47.9 grams

Fentanyl: 8 Pills

Cocaine: 10.8 grams

Crack Cocaine: 21 grams

Heroin: .8 grams







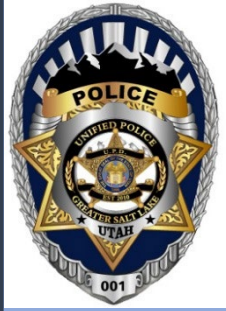
## **Millcreek Traffic Enforcement Unit**

**In March 2024, Millcreek Officer responded to 111 traffic accidents, investigated 14 Hit and Runs and issued 428 Citations**

# Millcreek Investigations

For the month of March, Millcreek Investigations Detectives were assigned 91 cases. During the same month, 60 cases were submitted for charges with either the District Attorney's Office or the Holladay Justice Court.





# Millcreek Investigations



A local tire company was recently burglarized via forced entry. The suspect truck crashed through an overhead door causing significant damage and once inside stole numerous tires. Unfortunately, this same tire company had been burglarized several times over the past year.

Through investigative efforts, Millcreek Detectives identified a suspect vehicle. Investigators discovered the same vehicle was used in a similar burglary outside of Millcreek. Millcreek Detectives compared surveillance, and case specifics from the additional burglary and were able to identify the suspect. As the case progressed, two additional burglaries were tied to this same suspect, leading to a total of four identified businesses victimized by this same suspect.

Through collaborative efforts with the businesses and outside investigators, four commercial burglary cases were solved. The suspect was ultimately charged with numerous burglaries and held accountable.



# Mental Health Related Calls for Service

- In the month of March, Millcreek Officers responded to 67 Mental Health Related Calls for Service.



# Transient Related Calls

In the month of March,  
Millcreek Officers  
responded to 15 calls  
related to transient  
activity.





# Illegal Encampment Cleanups

Millcreek C.O.P.  
Detectives located an  
abandoned campsite at Big  
Cottonwood Regional  
Park, 1635 E. Murray  
Holladay Road. The  
abandoned property and  
the area was cleaned up.



# Community Oriented Policing Unit

The Community Oriented Policing Unit (COP) and School Resource Officers brought out the Ice Cream Van to the Evergreen Jr. High, to meet with students involved in the after-school program.

The Detectives spoke to the students about how positive actions and attitudes can affect them in positive ways. Afterwards, the students were given Creamies Ice Cream.

