

CONSIDERATION OF SALARY INCREASE FOR ELECTED OFFICIALS



UTAH CODE 10-3-818

SALARIES IN MUNICIPALITIES

- ▶ Provides process for adopting compensation for Elected Officials
 - ▶ Established time and place for Public Hearing
 - Time and place set during July 10 Council Meeting
 - ▶ Adoption by ordinance after Public Hearing
 - ▶ Properly noticed on Utah.gov Public Notice website
 - ▶ Adopted compensation to remain effective until future salary changes are adopted
 - Current Elected Officials' salaries were set Aug 2017



SURVEY DEMOGRAPHICS

- 13 Utah municipalities
- 60,358 average population
- 6 / 13 – at large Council positions
- 14,103 avg pop of Council Districts

63,034 Millcreek's population

7 / 13 – Council Districts

15,759 Millcreek's pop of Council Districts

BENCHMARKS

- Same or similar type of structure:
 - 5- or 6- Member Council
 - Mayor presides at City Council Meetings
 - Manager by ordinance and/or Manager is CEO
- Strong Mayor form of government not included



SURVEY RESULTS – ELECTED OFFICIAL SALARIES

Fiscal Year	Date		Average Salary Mayor	Average Salary Council
2022-23	May 2023	Salary Survey Results	43,234	19,163

PROPOSED CHANGES TO MILLCREEK'S ELECTED OFFICIALS' SALARIES

Fiscal Year	Date		Average Salary Mayor	Average Salary Council
2016-17	12/31/2016	Millcreek Incorporation	-0-	-0-
2017-18	Aug 2017	Determination of Elected Officials' salaries	40,000	15,000
2023-24	Jan 2024	Effective date of increase, if passed	43,000	17,000



MILLCREEK, UTAH
RESOLUTION NO. 23-37

**A RESOLUTION ACCEPTING THE ARTS & MUSEUMS PROJECT GRANT THAT
REQUIRES A MATCH IN THE AMOUNT OF \$2,800, AND APPROVING THE MATCH
REQUIREMENT TO BE PAID FROM THE GENERAL FUND, AND APPROVING THE
AGREEMENT WITH THE STATE OF UTAH, UTAH DEPARTMENT OF CULTURAL
AND COMMUNITY ENGAGEMENT AGENCY**

WHEREAS, the Millcreek Council (“Council”) met in regular session on July 25, 2023, to consider, among other things, a resolution accepting the FY24 Arts & Museums Project Grant that requires a match in the amount of \$2,800 and approving the match requirement to be paid from the General Fund, and approving the agreement with the State of Utah, Utah Department of Cultural and Community Engagement Agency; and

WHEREAS, Millcreek applied for the FY24 Arts & Museums Project Grant in the amount of \$2,800 to assist in creating and installing art on utility boxes along the Mountain Streetscape, and

WHEREAS, the FY24 Arts & Museums Project Grant requires a one-to-one match of \$2,800; and

WHEREAS, the Council authorizes the \$2,800 and the additional \$2,400 for the project to be paid from the General Fund; and

WHEREAS, a grant agreement (“Agreement”) between Millcreek and the State of Utah, Utah Department of Cultural and Community Engagement Agency regarding the FY24 Arts & Museums Project Grant has been presented to the Council for review and approval; and

WHEREAS, the Council finds that it is in the best interest of the city to accept the FY24 Arts & Museums Project Grant, and approve the match requirement to be paid out of the General Fund, and approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby accepts the FY24 Arts & Museums Project Grant, and approves the match to be paid from the General Fund, and the Agreement, and the Mayor and Recorder are hereby authorized and directed to execute the Agreement and make sure such minor changes and recommendations as they deem necessary and deliver the Agreement on behalf of Millcreek.

This Resolution, assigned No. 23-37, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 25th day of July, 2023.

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



Contract #

STATE OF UTAH - GRANT AGREEMENT

1. PARTIES: This grant is between the following agency of the State of Utah:
Department Name: Utah Dept of Cultural and Community Engagement Agency Code: 710 Division Name: Arts and Museums, referred to as (STATE), and the following GRANTEE:

Millcreek

DBA:

Name

3330 South 1300 East

Address

Millcreek

Utah

84106

City

State

Zip

LEGAL STATUS OF GRANTEE

- ☐ Sole Proprietor
☐ Nonprofit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Josie Showalter

Phone #(801) 214-2761

Email jshowalter@millcreek.us

Federal Tax ID# 81-4189711

Vendor # VC217491 Commodity Code #99999

2. GENERAL PURPOSE OF GRANT: This grant is to be used for project activities as outlined in the FY24 Arts & Museums grant guidelines.
3. GRANT PERIOD: Effective Date: 07/01/23 Termination Date: 6/30/24 unless terminated early or extended in accordance with the terms and conditions of this grant. Renewal options (if any): None. All payments under this grant will be completed within 90 days after the Termination Date.
4. GRANT COSTS: GRANTEE will be paid a maximum of **\$2800** for costs authorized by this grant.
5. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Payment Schedule
ATTACHMENT D: Utah Division of Arts & Museums Certification and Statement of Assurances

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this grant. IN WITNESS WHEREOF, the parties sign and cause this grant to be executed.

GRANTEE

STATE

Grantee's signature

Date

Agency's signature

Date

Type or Print Name and Title

Director, Division of Finance

Attachment A: Standard Terms and Conditions for Grants (Government)

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Contract”** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **“Contract Signature Page(s)”** means the cover page(s) that the State and Grantee sign.
 - c. **“Grantee”** means the individual or entity which is the recipient of grant money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
 - e. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **“Grant Money”** means money provided by the State to a Grantee.
 - g. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to the State accounting for all Grant Money received by the Grantee as required by the terms of the grant or, if not expressly provided, the following accounting:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money
 - b. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee’s performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee’s use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** All grant applications were reviewed following a conflict of interest policy that was reviewed by the Utah Arts & Museums Boards. Grant application reviews are also subject to the Department of Utah Public Officers’ and Ethics Act, Utah Code, § 67-16.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **INSURANCE:** The State and Grantee represent that they are fully self-insured governmental entities covered by the Utah Division of Risk Management or an equivalent governmental entity within a county or municipal government. Based on this representation, neither party will be required to purchase additional insurance during the term of this Contract.
12. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the Utah Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State

within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

- a. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.

15. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
16. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
17. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

18. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
19. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
20. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
21. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
22. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
23. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: July 2023)

**STATE OF UTAH
(Government Version)
Attachment B**

Organization: Millcreek City

Attachment B: Scope of Work

This grant is to be used for project activities in the FY24 as outlined in the Arts & Museums grant guidelines.

**STATE OF UTAH
(Government Version)
Attachment C**

Attachment C: Payment Schedule (July 1, 2023 to June 30, 2024)

Your total funding is **\$2800**.

- Your award will be mailed to you shortly after the contract has been signed by the contracted organization and all necessary state parties.
- Final reports must be filed for this grant by August 1, 2024. Failure to do so will result in ineligibility to receive future funding. Grantee understands that current and future funds may be withheld due to an inadequate, incomplete, or non-submitted evaluative report.
- All grant dollars from this award must be spent between July 1, 2023 to June 30, 2024. As a grantee, contracting organization must submit a report to UA&M on the use of these funds.

**STATE OF UTAH
(Government Version)
ATTACHMENT D**

**UTAH DIVISION OF ARTS & MUSEUMS
CERTIFICATION AND STATEMENT OF ASSURANCES**

The Utah Division of Arts & Museums (UA&M) is a state agency involved in public funding for arts and museums. The Division and its governing board reserve sole discretion to award funds for projects, programs, acquisitions, commissions, or other activities. The Division's award of funds to a recipient for a project does not guarantee funding for that recipient for any future project. Funding levels are contingent on many factors, including available resources and number of applications. The Division reserves the right to revoke or recapture all or part of a recipient's awarded funds as deemed necessary in the Division's sole discretion and as permitted by applicable law. Funding from the State of Utah may not be used for anything that would be considered objectionable or obscene under Utah Code Section 32B-1-504.

UA&M reserves the right to revoke awarded public funds (current, multi-year, and/or future) as deemed necessary. The revocation of any public funds will be taken under consideration by the appropriate state board.

1. The information contained herein and in all attachments and supporting material is true and correct; the filing of the application has been duly authorized by the governing body of the applicant, and the undersigned has authority to execute this application on behalf of the applicant.
2. The applicant accepts in advance any grant awarded by Utah Arts & Museums, agreeing: a) that any funds received as a result of the application will be expended solely for the described programs, in accordance with the State of Utah Terms and Conditions; b) to such other restrictions, conditions, and changes as Utah Arts & Museums may impose, unless the applicant objects within 30 days of mailing the award letter setting forth the terms of the grant in writing.
3. The grant cannot be used to pay for anything that is specified against in the grant guidelines or transferred without prior written approval of Utah Arts & Museums.
4. In agreement with federal regulations, the signed contract is an attestation that no member of the organization's leadership, board or key financial employees have been debarred or suspended prior to the award payment of federal funds. Debarred and suspended means that due to actions of a person or organization, that person or organization has been determined to be ineligible to receive federal funds for a determined amount of time. The suspension and debarment process protects the federal government from fraud, waste and abuse by using a number of tools to avoid doing business with non-responsible contractors.
5. The financial accounts shall be subject to reporting and/or audit by appropriate agencies of the State of Utah and/or the Federal Government. The grantee will be responsible for the safekeeping and identification of records maintained to account for funds awarded herein. Said records must be kept in the grantee's files for a period of six years after completion of the project and submission of the final expenditure report.
 - a. Recipient agrees to acknowledge the Utah Division of Arts & Museums in writing and orally, including acknowledging the grant as follows:

- b. Credit must be given to Utah Arts & Museums in brochures, verbally in public settings, in news releases, programs, publications, banners, other printed materials or internet/web page recognition. Grantees must use the Utah Arts & Museums logo which credits the legislature. Narrative or audio credit may be used as follows: "This project is funded by Utah Arts & Museums and the Utah State Legislature through Utah Arts & Museums." Up to date electronic versions of the logos can be found on the website, artsandmuseums.utah.gov/logos/



- b. It is recommended, but not required to send copies of programs or other printed material acknowledging Utah Arts and Museums to the grants manager at 3760 South Highland Drive, Millcreek, Utah 84106 or uamgrants@utah.gov.
- c. It is acceptable to provide tickets to any non-fundraising event (that has a monetary value of \$50 or less, without charge and within reason) to UA&M staff or board members in order for UA&M associates to review and evaluate grantee's organization and programs. Grantees may request site visits by UA&M staff during the year.
6. All grantees will promote their events on www.nowplayingutah.com (NPU). This arts and cultural calendar was created to benefit Utah's arts and cultural community and individuals interested in attending arts and cultural events. Grantees shall post their event information to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc. Exceptions are made for K-12 schools and organizations providing services to at-risk individuals.
7. It is mutually agreed that all parties shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973; and Title IX.
8. The Grant Period will be effective July 1, 2023 to June 30, 2024. These dates will be considered the formal payment schedule.
9. All Grantees will agree to write and submit letters of appreciation to their State Legislators. A copy of the letters must be submitted with your final evaluation report showing evidence of what this State funding did to support arts or museums in your district or the community at large. (See Schedule B & C for final report schedule)
10. The Grantee hereby assures and certifies that it will report on the expenditure of public funds by completing a Utah Arts & Museums Final Report.

Signature:

Grantee's signature

Date of Application: 7/12/2023 12:33:08 PM (Last Modified Date)
Application #: APP-022392 (Letter of Agreement)

MILLCREEK, UTAH
RESOLUTION NO. 23-38

**A RESOLUTION ACCEPTING THE CERTIFIED LOCAL GOVERNMENT
PROGRAM GRANT THAT REQUIRES A MATCH IN THE AMOUNT OF \$15,280,
APPROVING THE MATCH REQUIREMENT TO BE PAID FROM THE GENERAL
FUND, AND APPROVING THE AGREEMENT WITH THE STATE OF UTAH, UTAH
DEPARTMENT OF CULTURAL AND COMMUNITY ENGAGEMENT AGENCY**

WHEREAS, the Millcreek Council (“Council”) met in regular session on July 25, 2023, to consider, among other things, a resolution accepting the Certified Local Government Program Grant that requires a match in the amount of \$15,280 approving the match requirement to be paid from the General Fund, and approving the agreement with the State of Utah, Utah Department of Cultural and Community Engagement Agency; and

WHEREAS, Millcreek applied for the Certified Local Government Grant in the amount of \$15,280 to assist in public education and reconnaissance level surveys regarding historic preservation, and

WHEREAS, the Certified Local Government Program Grant requires a one-to-one match of \$15,280; and

WHEREAS, the Council authorizes the \$15,280 match to be paid from the General Fund; and

WHEREAS, a grant agreement (“Agreement”) between Millcreek and the State of Utah, Utah Department of Cultural and Community Engagement Agency regarding the Certified Local Government Program Grant has been presented to the Council for review and approval; and

WHEREAS, the Council finds that it is in the best interest of the city to accept the Certified Local Government Program, approve the match requirement to be paid out of the General Fund, and approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby accepts the Certified Local Government Program Grant, and approves the match to be paid from the General Fund, and the Agreement, and the Mayor and Recorder are hereby authorized and directed to execute the Agreement and make sure such minor changes and recommendations as they deem necessary and deliver the Agreement on behalf of Millcreek.

This Resolution, assigned No. 23-38, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 25th day of July, 2023.

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



Contract # _____

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department Name: Department of Cultural and Community Engagement Agency Code: 710
Division Name: Utah State Historic Preservation Office referred to as (STATE), and the following
CONTRACTOR:

Millcreek
(Contractor)

3330 South 1300 East
(Address)

Millcreek UT 84106
(City) (State) (Zip)

Contact Person Francis Lilly Phone # 801.214.2752 Email flilly@millcreek.us
Vendor # VC217491 Commodity Code # 99999

Legal Status of Contractor

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Governmental Agency

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:
grant funds to undertake local historic preservation projects under the Certified Local Government program.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX#, n/a, FY n/a
Bid# n/a or a pre-approved sole source authorization (from the Division of Purchasing) # SS n/a.
4. **CONTRACT PERIOD:** Effective Date: 4/1/2023 Termination Date: 8/31/2024, unless terminated
early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) n/a.
All payments under this contract will be completed within 90 days after the Termination Date.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$ 15,280 for costs authorized by this
contract. Additional information regarding costs: See Attachment C. Paragraph 5 for details.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Division of Purchasing's Standard Terms and Conditions (for Utah Government Entities)
Attachment B - Scope of Work
Attachment C - Special Provisions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # n/a dated n/a.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

STATE:

CONTRACTOR:

Contractor's signature Date

Type or Print Name and Title

Agency's signature Date

N/A GRANT

Director, Division of Purchasing Date

Agency's signature, Division of Finance Date

Alena Franco
Agency Contact Person

801-245-7233
Telephone Number

Fax Number

afranco@utah.gov
Email

(Revision 3/1709)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent

with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for

disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information

strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

Attachment B Scope of Work

CLG Grant Project
Contract with Millcreek City
2023-2024

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. Utah State Historic Preservation Office must approve any changes to this Scope of Work.

PROPOSED BUDGET

1	Public Education		
	Printed Newsletters	<u>\$15,280</u>	
		Total	\$15,280
2	Reconnaissance Level Survey		
	City Neighborhoods	<u>\$15,280</u>	
		Total	<u>\$15,280</u>
		Total Project Budget*	\$30,560

** Includes grant amount and local match.*

WORK DESCRIPTION

- 1 Reconnaissance Level Survey (\$15,280.00): The CLG will hire a consultant to conduct a standard reconnaissance level survey of the following area: Veteran Heights and Rancho Villa neighborhoods.

Project Standards: Prior to starting the project, the CLG or hired consultants must check the State Historic Preservation Office (SHPO) files to see if any information exists. All expenditures must follow OMB regulations in 2 CFR 200 and the Historic Preservation Fund Grants Manual. Approved procedures for selecting a contractor/item must be followed, including obtaining at least two bids for expenditures exceeding \$1,000 and/or three bids for expenditures exceeding \$5,000. These grant activities may be subject to an audit [see 2 CFR 200.331, (5)].

The CLG must have the survey conducted in accordance with the UTAH STATE HISTORIC PRESERVATION OFFICE'S "Reconnaissance Level Survey Guidelines for Architectural Resources" (October 2021 version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology. Work that does not meet these standards is ineligible for reimbursement. Originals of all survey materials must be submitted to the UTAH STATE HISTORIC PRESERVATION OFFICE. These include the survey maps, photographs, survey forms, research design, and final report. The consultant must submit two copies of all survey products, one for the CLG and one for the UTAH STATE HISTORIC PRESERVATION OFFICE. As of January 2020, only digital submissions of final deliverables will be accepted. Paper submissions will be automatically rejected.

- 2 Public Education (\$15,280.00): The CLG will to publish numerous articles in the printed city newsletter sharing Millcreek's history as well as communicating the role of the HPC and what historic preservation efforts are currently taking place.

Project Standards: All expenditures must follow OMB regulations in 2 CFR 200 and the Historic Preservation Fund Grants Manual. Approved procedures for selecting a contractor/item must be followed, including obtaining at least two bids for expenditures exceeding \$1,000 and three bids for expenditures exceeding \$5,000. These grant activities may be subject to an audit [see 2 CFR 200.331, (5)].

NATIONAL PARK SERVICE NOTICE REQUIREMENTS

Acknowledgment of Support and Nondiscrimination Statement MUST be made in connection with all grant or match-funded publications, literature, and audio-visual materials. Projects that must include these are newsletters, pamphlets, brochures, booklets, plans, reports, etc. Press releases, publications, and any other public dissemination of information (including electronic materials such as World Wide Web pages) by a grantee made possible by grant assistance shall include the following statements:

ACKNOWLEDGMENT OF SUPPORT

The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, and administered by the State Historic Preservation Office of Utah. The contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Utah State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Utah State Historic Preservation Office.

NONDISCRIMINATION STATEMENT

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.

Video products must include closed captioning [ENGLISH]. Videos must be submitted at MP4 files saved at a resolution of 1280 by 720 pixels.

COPIES OF PUBLICATIONS

Upon publication, ONE (1) digital copy must be submitted to the UTAH STATE HISTORIC PRESERVATION OFFICE. Publications covered by this section include any publication produced as a result of research or any other work funded in whole or in part by CLG grants, except National Register Nominations and Inventories, which conform to their own submission requirements.

ATTACHMENT C
SPECIAL PROVISIONS

1. SCOPE OF WORK: See Attachment B.
2. ROLE OF STATE: STATE's role under this Contract will be to provide funding to accomplish the work described in Attachment B.
3. ROLE OF CONTRACTOR: CONTRACTOR shall have responsibility and authority to make expenditures and provide matching funds in accordance with Attachment B, Budget.
4. PROGRESS REPORTS: CONTRACTOR shall provide STATE with a mid-year and final report detailing progress in accomplishing the Project. Such reports shall be subject to approval of STATE and shall accompany any reimbursement requests submitted to STATE for payment.
5. PROJECT COSTS & REIMBURSEMENT: CONTRACTOR agrees to provide 100% of the Total Project Budget (See Attachment B) in cash and in-kind match. At least 50% of the match must be cash expenditures. STATE agrees to reimburse up to 50% of CONTRACTOR'S eligible costs, up to the grant amount, incurred in completing the work items set forth in the Scope of Work, Attachment B. Payment by the STATE is subject to the availability of Federal funds, legislative appropriation, and compliance with all project provisions.
6. NOTICE: CONTRACTOR agrees to immediately notify the STATE if during the course of this Contract a change occurs which affects the purposes of, or the ability of the parties to perform under, the terms and conditions of this Contract.
7. RELATED PARTIES: (Applies to Cost Reimbursement Contracts ONLY) The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc., to related parties for contract expenses without the prior written consent of the STATE. Disbursement by the CONTRACTOR to related parties made without such prior approval may be disallowed on audit, and may result in an overpayment assessment. "Related Parties," for the purpose of this contract, shall mean organizations/persons related to the CONTRACTOR by any of the following: blood; marriage; one or more partners in common with the CONTRACTOR; one or more directors or officers in common with the CONTRACTOR; more than 10% common ownership, direct or indirect, with the CONTRACTOR.

a) RELATED PARTY TRANSACTIONS: Are any declared by CONTRACTOR? Yes [] No []

b) List "Related Parties" to whom payments are being made:

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>PURPOSE OF PAYMENT</u>
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8. PRESERVATION AGREEMENT: The owner of the historic property, completing a Development Project agrees to enter into a Preservation Agreement to ensure that after the grant-assisted work is completed the property will be maintained a minimum of five (5) years so as to preserve the historical significance and integrity of the features, materials, appearance, workmanship and environment which made the property eligible for listing in the National Register of Historic Places. STATE agrees to provide Preservation Agreement forms that stipulate specific requirements for preserving the historic property. If the Preservation Agreement has not been signed by the appropriate legal property owner by the end of the state fiscal year, June 30 then this grant contract will be automatically canceled.
9. PROJECT SIGN: CONTRACTOR completing a Development Project agrees to a display a Project Sign in a prominent location at each project site while project work is in progress. The Project Sign must identify the project and Department of Interior/National Park Service and Utah State History grant support. STATE agrees to provide a Project Sign that meet minimum requirements.

CFDA NUMBER: 15-904

MILLCREEK, UTAH
RESOLUTION NO. 23-39

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS (WASATCH BLVD. SHARED USE PATH)

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on July 25, 2023, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for transfer of county transportation funds (Wasatch Blvd. Shared Use Path); and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the “*Act*”) provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Salt Lake County (“*County*”) and Millcreek (“*City*”) are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, during the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County (hereinafter “Transportation Funds”); and

WHEREAS, the County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code § 59-12-2219 and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, among these transportation projects is the Wasatch Blvd. Shared Use Path (“*Project*”); and

WHEREAS, the County Council previously approved an interlocal cooperation agreement with Holladay City to complete the Project (Resolution No. 6068), however, Holladay City subsequently requested that the funds be allocated to the City instead to enable the City to perform the Project; accordingly, the interlocal cooperation agreement with Holladay City was never fully executed; and

WHEREAS, the Parties now desire to enter into an agreement providing for the transfer of up to Four Million Five Hundred Thousand Dollars (\$4,500,000) of Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the Project; and

WHEREAS, the City now desires to enter into an interlocal cooperation agreement with the County, which agreement is attached hereto as (the “*Agreement*”), to provide for the transfer of County Transportation Funds to the City on a reimbursement basis for a certain transportation project, as more fully described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 23-39, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 25th day of July 2023.

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

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MILLCREEK CITY

Wasatch Blvd. Shared Use Path

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County"); and **MILLCREEK CITY**, a municipal corporation of the State of Utah (the "City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County and the City are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County (hereinafter "Transportation Funds").

C. The County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code § 59-12-2219 and all other applicable federal, state and local laws, rules and regulations.

D. The Parties now desire to enter into this Agreement providing for the transfer of up to Four Million Five Hundred Thousand Dollars (\$4,500,000) of Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the Wasatch Blvd. Shared Use Path project (the "Project").

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. Incorporation and Definitions. The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) Certificate of Grant Recipient: The Certificate of Grant Recipient attached hereto as **Exhibit A**.
- (b) Event of Default: As defined in Section 6.1 below.
- (c) Event of Force Majeure: As defined in Section 7.4 below.
- (d) Maximum Reimbursable Amount: Four Million Five Hundred Thousand Dollars (\$4,500,000).
- (e) Project: The transportation project described in the Project Description.
- (f) Project Description: The design and construction of a buffered bike lane and multi-use path. Wasatch Boulevard, from 3300 South to Fortuna Way.
- (g) Project Element: A discrete portion of a Project.
- (h) Reimbursable Project Costs: Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 and in accordance with the Certificate of Grant Recipient.
- (i) Reimbursement Term: The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) June 30, 2027, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the City setting forth the City's justification for such an extension.
- (j) Request for Disbursement: A statement from the City, in the form attached hereto as **Exhibit B**, requesting an amount of Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.
- (k) Transportation Code: §§ 72-1-101 to -16-402, UTAH CODE (2022).

- (l) Transportation Funds: As defined in the Recitals, above.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Planning, Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF TRANSPORTATION FUNDS

2.1. Transportation Funds. During the Reimbursement Term, the County shall disburse Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of: (a) the Project; and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

2.3. Execution of Certificate of Grant Recipient. Concurrent with the execution of this Agreement, the City shall execute the Certificate of Grant Recipient attached hereto as **Exhibit A**.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of Transportation Funds. Any Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term and consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is made to the City under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2, and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 - DISBURSEMENTS

4.1. Conditions for Each Disbursement of Transportation Funds. The County will not be obligated to disburse Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(c) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of

Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and/or approval of the City's Requests for Disbursement, the Project Description, or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and/or approval of the City's Request for Disbursement, the Project Description, or any other information submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 - COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as **Exhibit A**. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's

fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. The City shall use the Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 - DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Withhold further disbursement of Transportation Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of Transportation Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

ARTICLE 7 - MISCELLANEOUS

7.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to

Contribute Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed to the Parties at their respective addresses.

7.6. Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake

County Ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.1. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: Hm

Department Director

Date: 6/16/2023

Reviewed as to Form:

By: Adam Miller

Adam Miller

2023.06.14 15:37:57

Deputy District Attorney

Date: _____

MILLCREEK CITY:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

City Recorder

Date: _____

Approved as to Form:

By: _____

City Attorney

Date: _____

EXHIBIT A
Certificate of Grant Recipient

CERTIFICATE OF RECIPIENT

Under the terms of Utah Code § 59-2-2219 and the Interlocal Cooperation Agreement (the "*Agreement*") between Salt Lake County and Millcreek City (the "*Recipient*"), the County has committed to provide up to Four Million Five Hundred Thousand Dollars (\$4,500,000) of the Transportation Funds to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project described in the Agreement (the "*Project*" or "*Projects*"). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Transportation Funds and that the Transportation Funds will be used solely for the Project or Projects.

IN WITNESS WHEREOF, Millcreek City has caused this certificate to be executed as of the day and year first above written.

MILLCREEK CITY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Millcreek City – Interlocal Agreement for Transportation Funds (DA Log No. 23CIV000212)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between the Salt Lake County (the “County”) and Millcreek City (the “City”) (DA Log No. 23CIV000212). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** is attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County’s review and/or approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for Transportation Funds described in the

Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20__.

MILLCREEK CITY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

MILLCREEK, UTAH
RESOLUTION NO. 23-40

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH THE CITY OF SOUTH SALT LAKE FOR THE
INSTALLATION AND MAINTENANCE OF A SHARED MUNICIPAL WELCOME
SIGN AT APPROXIMATELY 1000 WEST MEADOWBROOK EXPRESSWAY**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on July 25, 2023, to consider, among other things, approving an Interlocal Cooperative Agreement with the City of South Salt Lake for the installation and maintenance of a shared municipal welcome sign at approximately 1000 West Meadowbrook Expressway; and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the “*Act*”) provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the City of South Salt Lake and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Interlocal Cooperative Agreement with City of South Salt Lake for the installation and maintenance of a shared municipal welcome sign at approximately 1000 West Meadowbrook Expressway; and

WHEREAS, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 23-40, shall take effect immediately on passage.

PASSED AND APPROVED by the Council this 25th day of July, 2023.

MILLCREEK

ATTEST:

Jeff Silvestrini, Mayor

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

Interlocal Cooperative Agreement

(Installation and Maintenance of Sign)

THIS INTERLOCAL COOPERATIVE AGREEMENT (this “*Agreement*”) is made effective ___ July 2023 by and between the **CITY OF SOUTH SALT LAKE**, a municipal corporation of the state of Utah (“*South Salt Lake*”); and the city of **MILLCREEK**, a municipal corporation of the state of Utah (“*Millcreek*”). Holladay and Millcreek are each referred to herein as a “*Party*” and are collectively referred to herein as the “*Parties*.”

RECITALS:

A. The Parties desire to install and maintain a sign on the pedestrian bridge across 3900 South substantially as depicted on attached exhibit “A.”

B. Pursuant to the authority granted in the Interlocal Cooperation Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Interlocal Act*”), the Parties desire to enter into an “interlocal agreement” governing such sustainability services.

C. The Parties are “public agencies” for purposes of the Interlocal Act, and, consequently, are authorized to enter into this Agreement.

G. The Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Act, the Parties hereby agree as follows:

Section 1. **Installation of Sign.** Millcreek shall be responsible for all matters pertaining to the installation of the Sign.

Section 2. **Sign Maintenance.** Millcreek shall be responsible for Sign maintenance.

Section 3. **Payment.** South Salt Lake shall reimburse Millcreek for 50 % of the cost to buy and install the sign and 50% of the cost of all sign maintenance. Millcreek shall send South Salt Lake an invoice for its portion of the purchase and installation of the Sign, which South Salt Lake agrees to pay within thirty days of receiving the invoice. Interest at ten percent per annum shall accrue on any past-due amounts.

Section 4. **Conflict Resolution.** In the event of a dispute between the Parties regarding this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that representatives of each of the Parties will meet as soon as practical to discuss and attempt to resolve the dispute. If the Parties do not agree, then the dispute shall be resolved pursuant to Section 10 below.

Section 5. **Indemnity.** The Parties are governmental entities under the “Governmental Immunity Act of Utah” (UTAH CODE ANN. § 63-30d-101, *et seq.*) (the “*Immunity Act*”). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed

that each of the Parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. No Party waives any defenses otherwise available under the Immunity Act nor does any Party waive any limits of liability currently provided by the Immunity Act.

Section 6. **Term.** This Agreement shall be effective immediately upon its full execution and delivery. This Agreement shall terminate on June 30, 2073.

Section 7. **Additional Interlocal Act Issues.**

(a) **No Separate Entity.** This Agreement does not create a separate legal/interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by the Advisory Board. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by the Advisory Board.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

Section 8. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two business days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Holladay: CITY OF SOUTH SALT LAKE
Attn. Cherie Wood, Mayor
220 East Morris Avenue
South Salt Lake, UT 84115

With a copy to: Josh Collins, City Attorney
CITY OF SOUTH SALT LAKE
220 East Morris Avenue
South Salt Lake, UT 84115

Millcreek: MILLCREEK
Attn. Mike Winder, City Manager
3330 South 1300 East
Millcreek, UT 84106

With a copy to: John N. Brems
BREMS LAW
c/o 3330 South 1300 East
Millcreek, UT 84106

Section 9. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

Section 10. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

Section 11. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

Section 12. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 13. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

Section 14. **Time.** Time is the essence of this Agreement.

Section 15. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 16. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 17. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

Section 18. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 19. **Litigation Expenses**. If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

Section 20. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 21. **Approval by Attorneys**. This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with UTAH CODE ANN. § 11-13-202.5.

IN WITNESS WHEREOF, each of the Parties, by resolution duly adopted by its council, has caused this Agreement to be signed by its mayor and attested by its recorder.

ATTEST:

CITY OF SOUTH SALT LAKE

Ariel Andrus, Recorder

Date signed: _____

By: _____

Cherie Wood, Mayor

Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____

Josh Collins, City Attorney

Date Signed: _____

ATTEST:

MILLCREEK

Elyse Sullivan, Recorder

Date signed: _____

By: _____

Jeff Silvestrini, Mayor

Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____

John N. Brems, City Attorney

Date Signed: _____

Exhibit “A”
(attached YESCO proposal)

City of Millcreek

Presented By



Salt Lake Region

Salt Lake Office
1605 South Gramercy Road
Salt Lake City, UT 84104
801-487-8481

Version

OPY-54599-R0 / 03.30.2023
OPY-54599-R1 / 04.07.2023
OPY-54599-R2 / 06.19.2023
OPY-54599-R3 / 07.06.2023

Address

Francis Lilly
City of Millcreek
3330 South 1300 East
Millcreek UT 84106

TYPOGRAPHY NOTE

All vertical typography dimensions specified in this package are based upon the measurement from the baseline to the cap-line of an uppercase letter 'i'. The height of descenders and ascenders, below and above the baseline and cap-line respectively, are not included in the measurements unless specifically noted.



COLOR MATCHING NOTE

Colors specified in this package are to match vendor supplied physical samples. Colors chosen based upon how they appear on a computer monitor or printed media are not guaranteed to match.

PRODUCTION NOTE

The PDF format of this package may contain graphics which have been down-sampled for proofing purposes and should not be used for production purposes. Source files for this package are available upon request for production purposes.



DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

www.yesco.com
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This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO LLC. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.
The colors shown are only approximated on any computer monitor, inkjet or laser print. The final product may vary slightly in color from your computer monitor or print.

This sign is installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.



Revisions

No.	Date / Description
Org.	2023.03.31
1	2023.04.07 / no chg [LC]
2	2023.06.19 / no chg [LC]
3	2023.07.06 / no chg [LC]

J0 #

Approval

A/E Sign / Date
Client Sign / Date

City of Millcreek

3330 South 1300 East
Millcreek UT 84106
Acct. Exec: Dan Pace
Designer: Larry Cohen

OPY-54599 R3

LOC 0.1

SCOPE OF WORK
MANUFACTURE & INSTALL **ONE (1)** SET OF
FLAT CUT OUT LOGOS / LETTERS MOUNTED
TO RAILS & MOUNTED TO EITHER SIDE OF
BRIDGES STEEL STRUCTURE.



DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

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Revisions

No.	Date / Description
Org.	2023.03.31
R1	2023.04.04 / no chg [LC]
R2	2023.06.19 / no chg [LC]
R3	2023.07.06 / no chg [LC]
R4	---
R5	---
R6	---
R7	---
R8	---
R9	---

J0 #

Approval

A/E Sign / Date

Client Sign / Date

City of Millcreek

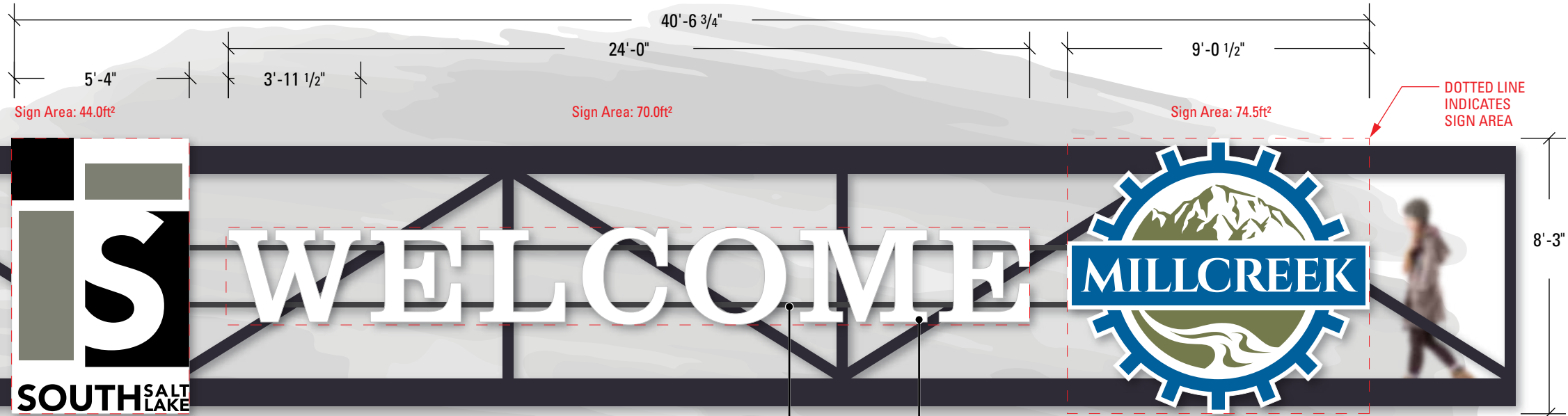
3330 South 1300 East
Millcreek UT 84106

Acct. Exec: Dan Pace
Designer: Larry Cohen

OPY-54599 R3

ART 1.0

PERMITTING SIGN AREA: 188.5 FT²



2" square tube supports secured
to existing crossbar supports.
Painted SW YESCO Duranodic.

Routed 3mm ACM panels:
• South Salt Lake [White ACM w/ digital print [in house].
• WELCOME [White ACM].
• MILLCREEK [White ACM w/ Digital print [in house].
Mount to tube supports.

2 SIDE VIEW
SCALE: 1/4" = 1'-0"

1 SIGN TYPE 1 - FRONT VIEW
SCALE: 1/4" = 1'-0"

EXISTING CONDITION



ART SUPERIMPOSED ON PHOTO - SHOWN AT APPROXIMATE RELATIVE SCALE



SCOPE OF WORK
MANUFACTURE & INSTALL **ONE (1)** SET OF
FLAT CUT OUT LOGOS / LETTERS MOUNTED
TO RAILS & MOUNTED TO EITHER SIDE OF
BRIDGES STEEL STRUCTURE.

PERMITTING SIGN AREA: 194.7 FT²



DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

www.yesco.com
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This sign is installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.



Revisions

No.	Date / Description
Org.	2023.03.31
R1	2023.04.04 / no chg [LC]
R2	2023.06.19 / come back soon [LC]
R3	2023.07.06 / jordan river [LC]
R4	---
R5	---
R6	---
R7	---
R8	---
R9	---

J0 #

Approval

A/E Sign / Date

Client Sign / Date

City of Millcreek

3330 South 1300 East
Millcreek UT 84106

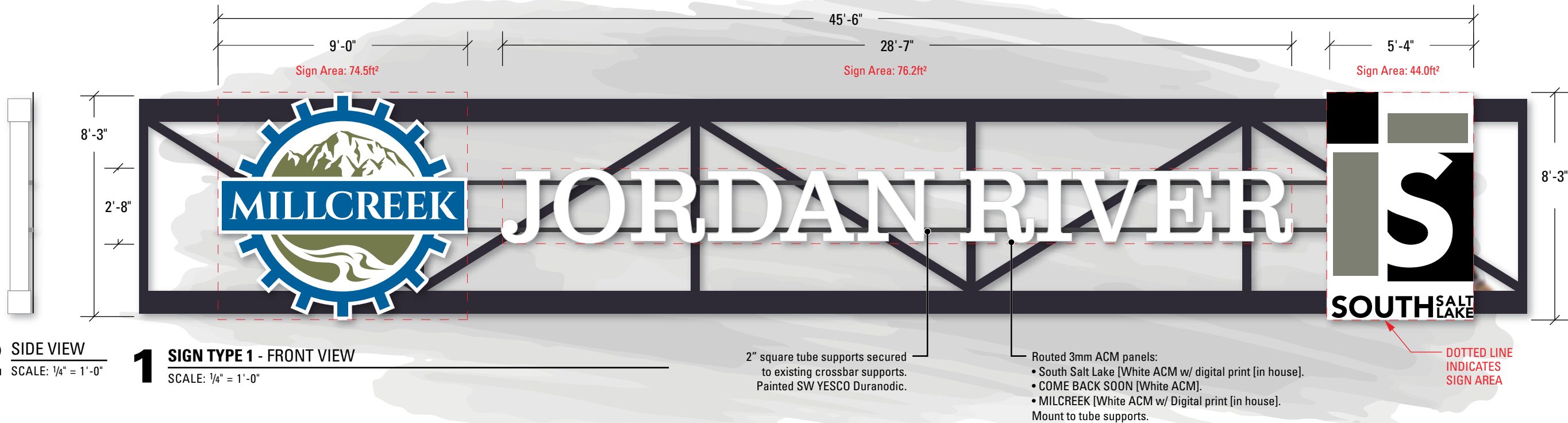
Acct. Exec: Dan Pace
Designer: Larry Cohen

OPY-54599 R3

ART 2.0

2 SIDE VIEW
SCALE: 1/4" = 1'-0"

1 SIGN TYPE 1 - FRONT VIEW
SCALE: 1/4" = 1'-0"



EXISTING CONDITION



ART SUPERIMPOSED ON PHOTO - SHOWN AT APPROXIMATE RELATIVE SCALE





Agreement

For Work At

Francis Lilly
City of Millcreek
3330 South 1300 East
Millcreek UT 84106
United States

Billing Address

Francis Lilly
City of Millcreek
3330 South 1300 East
Millcreek UT 84106
United States

Account Executive

100277 Daniel M Pace
dpace@yesco.com
1 801-464-6456
YESCO - Salt Lake
1605 Gramercy Road
Salt Lake City UT 84104
United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
07/11/2023	PRY-47708		Net 30	08/11/2023	\$16,829.26

Item	Amount
Scope City of Millcreek 39th South Pedestrian Skybridge Scope: YESCO to fabricate and install non-illuminated, flat cut out logo emblems and copy reading "Welcome" on the west elevation and "Come Back Soon" on the east elevation as shown in YESCO design 54599 R3. Permits and engineering will be billed separately.	
Fabricate Custom Signage Fabrication of custom signage	\$22,346.79
Install Custom Signage Installation of custom signage	\$9,579.86
Exclusions The costs for obtaining permits are excluded from the price of this agreement. Charges for procurement, design, engineering and inspection, required by the permitting process will be billed to the customer on a time and material basis. Permit fees will be billed to customer at cost. Price is based on performing work during normal business hours Contingent upon field survey of existing conditions and equipment access.	
Subtotal	\$31,926.65
Tax Total (%)	\$1,731.87
Total	\$33,658.52

Agreement Acceptance

YESCO's Standard Terms and Conditions, available below and at www.yesco.com/terms/standardtermsandconditions.pdf, are an integral part of this agreement and are incorporated by reference. City of Millcreek acknowledges that it has accessed and reviewed the Standard Terms and Conditions. Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

City of Millcreek	YESCO LLC
Signature	Signature
Title	Title
Name	Name
Date Signed	Date Signed

Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. "YESCO" refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Pricing Exclusions: YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. **ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED.** If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

6. Limited Warranty:

A. New Signs, Lighting, and other Manufactured Products. YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any.

B. Service and Retrofit Services. YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of YESCO's negligence or willful misconduct, you agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation. For Work in Colorado, connection of the goods to electrical power is excluded from the Work unless specifically described in the Agreement as an inclusion. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

F. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

G. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



Invoice

Bill To

Francis Lilly
City of Millcreek
3330 South 1300 East
Millcreek UT 84106
United States

Ship To

Francis Lilly
City of Millcreek
3330 South 1300 East
Millcreek UT 84106
United States

Remit To

YESCO - Salt Lake
1605 Gramercy Road
Salt Lake City UT 84104
United States

Project Number / Invoice #

PRY-47708

Terms

DUE UPON ACCEPTANCE

Account Executive

100277 Daniel M Pace

Item	Amount
Down Payment Invoice for 50% (Prefunding)	\$16,829.26
Total	\$16,829.26

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account

Name of Bank

Checking ☒

Savings ☐

Bank Account Number

Routing Number

Bank City and State

E-mail Address for Receipt

Phone

Authorized Signature

Date

MILLCREEK, UTAH
RESOLUTION NO. 23-35

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR AMENDMENT
NO. 6 TO AGREEMENT FOR ADDRESSING SERVICES**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on July 25, 2023, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for amendment no. 6 to agreement for addressing services; and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the “*Act*”) provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Salt Lake County (“*County*”) and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the County and Millcreek entered into an Agreement for Addressing, First Amended Agreement, Second Amended, Third Amended, Amendment No. Four, and Amendment No. Five, wherein County provides certain addressing services for Millcreek in exchange for certain consideration; and

WHEREAS, the Fifth Amended Agreement expired on June 30, 2023; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to renew the Addressing Agreement for an additional three year term; and

WHEREAS, a Sixth Amended Agreement has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

WHEREAS, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 23-35, shall take effect immediately on passage.

PASSED AND APPROVED by the Council this 25th day of July, 2023.

MILLCREEK

ATTEST:

Jeff Silvestrini, Mayor

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

AMENDMENT NO. 6
to the
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
for its Addressing Division
and
MILLCREEK CITY

THIS SIXTH AMENDMENT (“Amendment”) is entered into this ____ day of _____, 2023, by and between SALT LAKE COUNTY, on behalf of its Addressing Division, a body corporate and politic of the State of Utah (“County”), and MILLCREEK CITY, a municipal corporation of the State of Utah (“City”). County and City may be collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, the Parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the Parties entered into an Interlocal Agreement for Addressing on or about July 19, 2017 (“Agreement”), wherein County was to provide certain addressing services for Millcreek in exchange for certain consideration, with the original Agreement having a term ending on June 30, 2018; and

WHEREAS, in 2018, 2019, 2020, 2021, and 2022 the Parties renewed the Agreement for additional one-year terms; and

WHEREAS, the Parties are desirous to renew the Agreement for an additional three-year term; and

WHEREAS, Parties have determined that it is mutually advantageous to enter into this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants and undertakings of the parties hereto, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. Paragraph 13 of the Agreement shall be amended to read as follows:
The terms of this Agreement shall commence upon July 1, 2017, and shall expire on June 30, 2018. This Agreement may be renewed for additional terms by a writing signed by both parties, and as set forth in Paragraph 14 below. Either party may terminate this Agreement at any time, with or without cause, by giving one hundred eighty days prior written notice to the other party. Such termination shall not be considered a breach of contract.
2. Pursuant to paragraph 13 of the Agreement, the Agreement shall be renewed for a three-year period, effective on July 1, 2023, and continue through June 30, 2026.
3. Pursuant to paragraph 14 of the Agreement, the Addressing Fee Schedule attached hereto reflects the Contract Price of the Services to be provided under the Agreement.
4. All other provisions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the date and year specified above.

[Signature Pages to Follow]

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Approved by:
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
Megan Hillyard
Department Director

Date: _____

**Reviewed as to Form
and Legality**
Salt Lake County
District Attorney's Office



INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

MILLCREEK CITY

By _____
Jeff Silvestrini, Mayor

Date _____

ATTEST:

By _____
City Recorder

Date _____

Approved as to Form and Legality:

By _____
John Brems
City Attorney

Date _____

SALT LAKE COUNTY
Addressing Division
Fee Schedule

Service ID	Service	Service Detail	Fee	
			Flat Fee	*Per Address
A-1	Assignment of Address	Provide assignment of address information. Ensure address information meets addressing standards and address information is suitable for mail delivery, public safety, utility services and general delivery of services. For non-recorded site plans, an affidavit will be recorded with the Salt Lake Recorder's Office, identifying parcel number, assigned address and legal description. Notification will be sent to the contract agency, the developer, and public safety dispatch agencies.	\$ 100.00	\$ 40.00
A-2	Correction of Address	Provide correction of addresses. Document the correction properly by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch, contract agency, and the Salt Lake County Treasurer of the address change.	\$ 25.00	\$ 15.00
A-3	Street Name Change	Confirm petition meets required number of signatures. Document street name change and address change for each property along the street by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch, contract agency, and the Salt Lake County Treasurer of the address/street name change.	\$ 250.00	\$ 50.00
A-4	Each Additional Review of Plat or Site Plan	Review of assigned addresses ensuring addresses assigned from first review have been transferred correctly onto current preliminary plat/site plan.	**\$15.00/ for 49 addresses or less **\$45.00/for 50 to 199 addresses **\$75/for 200 addresses and above	

Service ID	Service	Service Detail	Flat Fee	***Per Building Address and Unit
A-5	Assignment of Address for Multiple Unit Structures	Provide assignment of address information. Ensure address information meets addressing standards and address information is suitable for mail delivery, public safety, utility services and general delivery of services. For non-recorded site plans, an affidavit will be recorded with the Salt Lake Recorder's Office, identifying parcel number, assigned address and legal description. Notification will be sent to the contract agency, the developer, and public safety dispatch agencies.	\$100.00	\$40.00/bldg + \$2.00/unit
A-6	Configuration Change - Additional Addresses Required	If additional addresses are needed, due to additional lots or units having been added, they will be billed as new addresses. Per address fee will be dependent on whether they are individual structures requiring addresses or additional units requiring addresses.		\$40.00/bldg or \$2.00/unit

*Per address fee is an addition to flat fee. For example, Assignment of Address fee for a single address would be \$100 + \$40. For more than a one address, the fee would be \$100 + (number of addresses x \$40).

**Each Additional Review Flat Fee is determined by the number of addresses. Unit addresses are considered addresses. For site plans or plats that have 200 addresses the flat fee for each additional review will be billed \$75.00.

***Multiple Unit Structures will have a per building fee plus per unit fee in addition to the flat fee. For more than one structure and more than one unit, the fee would be \$100 + (number of structures x \$40 + number of units x \$2).

MILLCREEK, UTAH
ORDINANCE NO. 23-28

**AN ORDINANCE AMENDING CHAPTER 2.56 OF THE MILLCREEK CODE OF
ORDINANCES REGARDING COMMUNITY COUNCIL ELECTIONS, COMMUNITY
COUNCIL RECOMMENDATIONS, AND APPROPRIATION OF FUNDS TO
COMMUNITY COUNCILS**

WHEREAS, the Millcreek Council (“*Council*”) met in a regular session on July 25, 2023, to consider, among other things, amending Chapter 2.56 of the Millcreek Code of Ordinances regarding community council elections, community council recommendations, and appropriation of funds to community councils; and

WHEREAS, staff recommends that the Council amend Chapter 2.56 of the Millcreek Code of Ordinances to clarify the City’s role in community council elections and in facilitating community council planning and zoning recommendations; and

WHEREAS, staff recommends that the Council amend Chapter 2.56 of the Millcreek Code of Ordinances to include a process for appropriating funds to community councils that is compliant with Utah Code Ann. §10-8-2; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of the City to amend Chapter 2.56 of the Millcreek Code of Ordinances regarding community council elections, community council recommendations, and appropriation of funds to community councils.

NOW, THEREFORE, BE IT ORDAINED by the Council that Chapter 2.56 be amended as follows (interlineating the words to be deleted and underlining the words to be added):

2.56.070 Community Councils; Election Of Members

- A. Members of community councils shall be elected by nonpartisan secret ballot. Nomination and election procedures, notice requirements and terms of office shall be specified in the bylaws of each community council.
- B. Community council bylaws shall include at least the following minimum requirements regarding elections:
 - 1. All elections of community council representatives must be free and open to all registered voters in the community council area, provided no individual may vote more than once in any given election. Upon the approval of the city council, voting may be open to property owners in any community council district where a substantial proportion of the developed land is owned by persons who reside elsewhere, such as summer recreational properties.

2. Elections for community council representatives shall be held only on the first Tuesday after the first Monday of November in each even numbered year.
3. At least sixty days prior to an election the community council shall designate one community council member or designee, who is not standing for re-election, to serve as the election officer for the year in which a community council election is conducted and shall inform the city council in writing of the appointment and the election officer's name, address, and telephone number. That election officer may solicit the assistance of community council members or other persons not standing for re-election to serve as assistants.
4. Notices and flyers shall be prepared, posted and published sufficiently in advance of any community council election to adequately inform prospective community council candidates of election and candidate nomination procedures.
5. At least thirty days prior to an election the community council shall provide an appropriate notice of each election. The notice shall be posted in at least one prominent place in each voting district in the community council area and forwarded to the city council. Notices shall include the date, times and polling place locations for the community council election. ~~The city recorder, with the assistance of the city council, shall publish notice of the election in a newspaper of general circulation at least two weeks before election day.~~
6. The community council shall, in its bylaws, institute a fair and equitable candidate nomination process, to be administered by the election officer and designed to freely permit and encourage citizens to become candidates for community council office. All candidates shall be registered voters in the community council area.
7. Community councils shall prepare a sufficient number of ballots listing candidates for community council office. Candidates shall be listed in alphabetical order, by last name, and the ballot shall contain only the names of candidates. No titles or indication of incumbency shall appear on the ballot. Write-in candidates may be permitted as provided by the bylaws.
8. The community council shall put in place and enforce appropriate regulations to ensure the secrecy and security of the voting process, including providing for a secret vote, secure ballot boxes, and a secure and orderly vote tabulation process supervised by the election officer. No proxy voting shall be permitted.
9. Within seven days after an election, the election officer shall prepare ~~and maintain~~ an official written declaration of election results, including total votes cast for each candidate, ~~and shall cause the declaration to be filed with the recorder. A list of all community council members, holding office as of January 1st, shall be provided to the city council liaison not later than December 15th of the previous year.~~ A list of all elected community council members and officers including name, address, phone, and email address shall be provided to the city planning and zoning and

communications departments by January 31st of the following year, and every time an update is made throughout the year.

- C. The city council may assist and monitor community council elections to ensure compliance with this section when the city council deems it necessary or appropriate.
- D. The city council may, for good cause shown, waive election bylaw requirements upon written community council request.
- E. Each member of each community council shall complete and sign the required form(s) provided by the city.

2.56.100 Community Councils; Planning And Zoning Recommendations

- A. The city planning and zoning community development department shall submit to all members of the community council copies of the city planning commission public meeting agendas, text changes to the zoning ordinance, zoning or conditional use applications pertaining to territory located within each community district, and applications for extraordinary relief and exceptions to the city Code of Ordinances. Community councils are encouraged to make written recommendations concerning such applications to the community development department.
- B. The staff of the ~~city~~ planning and zoning department ~~development services shall act as the staff to each community council on planning and zoning matters~~ prepare and transmit to the community council a written summary report of each planning application that a community council is asked to review, and shall also arrange meetings between the applicants and community councils when so requested.
- C. Each community council shall provide to the city a current schedule of its meeting times, places, and dates., ~~and the names, addresses, e-mail addresses, and phone numbers of all members of the community council.~~
- D. Where an application is within six hundred feet of the boundaries of another community district, the community development department shall submit the application for review by the community councils of each community district.
- E. In the event that a community council does not hold a public meeting within one month of the city receiving a complete land use application requiring community council input, the planning and zoning community development director may hold a neighborhood meeting in lieu of a community council meeting and provide a report to the community council on the neighborhood meeting.

2.56.111 Appropriation Of Funds To Community Council

- A. The City may appropriate funds to each community council upon ~~Subject to the conditions below, the following monetary appropriations shall be made and distributed:~~

~~Mt. Olympus Community Council — \$3,000~~

~~Canyon Rim Citizens Association — \$5,000~~

~~East Mill Creek Community Council — \$5,000~~

~~Millcreek Community Council — \$15,000~~

~~Total — \$28,000~~

~~B. The appropriation will be made only after:~~

~~1. Sufficient funds have been received by the City from the Greater Salt Lake Municipal Services District to make the distribution, and~~

~~receipt of a request detailing the amount of funds requested and proposed use of said funds as related to the benefit the city will receive in return for the appropriated funds. All requests for funds are subject to a Utah Code §10-8-2 study process.~~

~~2. Each member of each Community Council has completed and signed the packet of forms attached to this ordinance, and returned them to the City.~~

~~B. C. Each recipient community council, before making any single expenditure of \$2,500 or more, must obtain bids from at least three separate vendors. An accounting of the use of any appropriated funds expended during the previous calendar year shall be provided to the city communications department by February 28th of the following year.~~

This Ordinance, assigned Ordinance No. 23-28, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 25th day of July, 2023.

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 23-28: AN ORDINANCE AMENDING CHAPTER 2.56 OF THE MILLCREEK
CODE OF ORDINANCES REGARDING COMMUNITY COUNCIL ELECTIONS,
COMMUNITY COUNCIL RECOMMENDATIONS, AND APPROPRIATION OF FUNDS TO
COMMUNITY COUNCILS was adopted the 25th day of July, 2023 and that a copy of the
foregoing Ordinance 23-28 was posted in accordance with Utah Code 10-3-711 this ____ day of
July, 2023.

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 23-29

**AN ORDINANCE AMENDING SECTION 14.16.040 OF THE MILLCREEK CODE OF
ORDINANCES REGARDING FEES FOR ROAD CLOSURES, TRAFFIC CONTROL,
OR OBSTRUCTIONS ON RIGHTS-OF-WAY**

WHEREAS, the Millcreek Council (“*Council*”) met in a regular session on July 25, 2023, to consider, among other things, amending Section 14.16.040 of the Millcreek Code of Ordinances regarding fees for road closures, traffic control, or obstructions on rights-of-way; and

WHEREAS, on June 12, 2023, the Council adopted a revised fee schedule as part of the final budget for Fiscal Year 2023-2024, and

WHEREAS, the revised fee schedule includes public works fees for right-of-way excavation and encroachment permits; and

WHEREAS, staff has identified a discrepancy between the fee schedule and the ordinance, and has made a recommendation to correct the error to align the ordinance with the adopted fee schedule; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of the City to amend Section 14.16.040 of the Millcreek Code of Ordinances regarding fees for road closures, traffic control, or obstructions on rights-of-way.

NOW, THEREFORE, BE IT ORDAINED by the Council that Section 14.16.040 be amended as follows (interlineating the words to be deleted and underlining the words to be added):

14.16.040 Fees

The applicant for a permit for road closures, traffic control, or obstructions which are caused by excavations, shall pay the city the excavation fees as set forth in the consolidated fee schedule. A fee shall not be required for permits for road closures, traffic control, or obstructions caused by excavations on local roads, if the road closure, traffic control, or obstruction is no more than 72 hours in duration.

- A. For permit extensions an additional fee equal to one-half of the original fee shall be paid.
- B. For road closures, traffic control, or obstructions exceeding 72 hours which are caused by emergency repairs the applicant shall pay the city the excavation fees as set forth in the consolidated fee schedule.

- C. For sidewalk closures or obstructions which are caused by excavations the applicant shall pay the city the excavation fees as set forth in the consolidated fee schedule.
- D. For sidewalk closures or obstructions exceeding 72 hours which are caused by emergency repairs the applicant shall pay the city the excavation fees as set forth in the consolidated fee schedule.
- E. For road or sidewalk closures or obstructions which are caused by the location of a dumpster or moving pod, the applicant shall obtain a permit and pay fees as set forth in the consolidated fee schedule. A fee shall not be required for permits for road or sidewalk closures or obstructions caused by a dumpster or moving pod if the closure or obstruction is no more than 6 days in duration.

This Ordinance, assigned Ordinance No. 23-29, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 25th day of July, 2023.

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 23-29: AN ORDINANCE AMENDING SECTION 14.16.040 OF THE
MILLCREEK CODE OF ORDINANCES REGARDING FEES FOR ROAD CLOSURES,
TRAFFIC CONTROL, OR OBSTRUCTIONS ON RIGHTS-OF-WAY
was adopted the 25th day of July, 2023 and that a copy of the foregoing Ordinance 23-29 was
posted in accordance with Utah Code 10-3-711 this ____ day of July, 2023.

Elyse Sullivan, City Recorder



**Minutes of the
Millcreek City Council
June 26, 2023
6:30 p.m.
Work Meeting
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on June 26, 2023, at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106. The meeting was live streamed via the City's website with an option for online public comment.

PRESENT:

Council Members

Jeff Silvestrini, Mayor
Silvia Catten, District 1
Thom DeSirant, District 2 (electronic)
Cheri Jackson, District 3
Bev Uipi, District 4 (electronic)

City Staff

Francis Lilly, Assistant City Manager
Elyse Sullivan, City Recorder
Lisa Dudley, HR-Finance Director
John Brems, City Attorney
Kurt Hansen, Facilities Director
Katie Larsen, Planner
Rita Lund, Communications Director
(electronic)
John Miller, Public Works Director
(electronic)

Attendees: Marv Poulson, Rick Hansen, Judge Augustus Chin, Kaylynn Olsen, Taylor Davis, Chief Steve DeBry, Officer Johnny Ortiz

WORK MEETING – 6:30 p.m.

TIME COMMENCED – 6:30 p.m.

Mayor Silvestrini called the work meeting to order. He noted Council Members Uipi and DeSirant were participating electronically.

1. Introduction of Judge Augustus Chin and Kaylynn Olsen, Court Administrator

Judge Augustus Chin and Kaylynn Olsen introduced themselves to the council. Mayor Silvestrini asked how they would handle the additional Millcreek caseload. Judge Chin anticipated that adding Millcreek's caseload would bring their numbers back to pre-pandemic numbers. He did not foresee any issues. They would be hiring a new judicial assistant to assist.

2. Annual Fraud Risk Assessment; Lisa Dudley, HR-Finance Director

Lisa Dudley recommended doing the fraud risk assessment earlier in the fiscal year instead of the end so there was time to adjust. The State Auditor's Office required a self-assessment questionnaire on fraud risk which followed best practices. She said this was a starting point to

look for improvement. There were annual requirements associated with the assessment. Millcreek earned a “low” score of 330 for risk level. She felt Millcreek could make the ethical behavior policy more specific and create an annual statement of ethical behavior. Council Member Uipi asked if the annual ethics could be an online training instead of a form. Dudley said it had to be the form and it applied to the council and planning commission. She explained the scoring areas of basic separation of duties; written policies; annual statement of ethical behavior; degreed, licensed, or certified accountant; required CEUs or formal training; fraud hotline; formal internal audit; formal audit committee; and State Auditor Office training for elected officials. Total points possible was 395, and Millcreek received 330, so there was room for improvement. Areas for improvement for fiscal year 2023-24 were: revisions for conflict of interest policy, creating an ethical behavior policy, notifying the elected officials about the State Auditor’s Office training requirement, and having a fraud hotline. Dudley showed the council how to access the State Auditor’s Office training online. Mayor Silvestrini noted that a similar training was required for special districts.

3. Staff Reports

There were none.

4. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items

There was none.

Council Member Jackson moved to adjourn the work meeting at 6:55 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:00 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

Mayor Silvestrini called the meeting to order and led the pledge of allegiance.

1.2 Public Comment

Marv Poulson, Carolyn Street, said the Mountair Streetscape plants and trees were stressed and dying. He thanked the council for getting involved in helping to prevent the mining pit in Parley’s Canyon. He said the escarpment could create a landslide and ruin public infrastructure.

Taylor Davis said he had good memories from his childhood about setting off fireworks. He acknowledged the moisture received throughout the year and felt that should have been sufficient to open up the firework restriction boundaries. He wanted the freedom to

light fireworks. He was sad that his household could not light them due to the firework restrictions in place in Millcreek.

Mayor Silvestrini said the council relied on the Fire Marshal's expert opinion. The council had to define the boundaries by May 1 due to state code. There was still a fire danger despite the earlier moisture. They were trying to balance the safety of residents. The council would revisit the boundary map every year.

Mayor Silvestrini said there was a rally against the mine in Parley's Canyon. He had reached out to Governor Cox about mine concerns and participated in the interim Legislative Session. The Natural Resources Interim Committee reviewed an item by the Division of Oil, Gas and Mining to revisit the regulations they operate under relating to large mine and small mine applications. There was consternation when the small and large mine applications for Parley's Canyon were filed at the same time since there was not a clear process for processing them. The Division asked the Committee to study the regulations that govern approval of mine applications. The Committee recommended making the small application process more open to the public. The large application is open to public comment, but the evaluation was unclear. The mayor wanted the health risks to be studied due to the close proximity of the mine to the largest populace in the state. The interim committee voted to study it in interim so there may likely be legislation about it at the next legislative session. The mayor was appointed to sit on the study group. He said the committee is friendly to mining. He felt enforcing the zoning code put in place by Salt Lake County was the best way to prevent the mine. There was currently a lawsuit to overturn the zoning decision. The mayor asked the council for direction for Millcreek to intervene in the lawsuit. Council Member Jackson said the mining was a nuisance and health hazard. Taylor Davis asked if anyone had tried to buy out the property. Mayor Silvestrini said that avenue had been looked at.

1.3 Unified Police Department Millcreek Precinct Officer of the Month for May 2023

Chief Steve DeBry announced Officer Johnny Ortiz as the Officer of the Month for May 2023. Officer Ortiz assisted a disabled, intoxicated individual in getting home to West Valley. The Citizens Advisory Board presented Officer Ortiz with a gift. Mayor Silvestrini appreciated the police officers building a better relationship with the community and Officer Ortiz's conduct exemplified that.

2. Planning Matters

2.1 Discussion and Consideration of Ordinance 23-24, Rezoning Certain Property Located at Approximately 3564 S 1100 E from the R-1-8 Zone to the R-1-5 Zone

Mayor Silvestrini said the council had a first reading of the item at their prior meeting. Katie Larsen said the purpose of the rezone was to allow a smaller minimum lot frontage than what would otherwise be allowed in the current zone. If approved, the zone change would enable the applicant to get three residential lots, whereas the current R-1-8 Zone only allowed for two residential lots. She briefly reviewed her staff findings and noted the rezone would be accompanied by a zone condition addressing density and housing type. The condition would limit the density to a maximum of three lots. The Millcreek Community Council and Planning Commission unanimously recommended approval of the application with the recommendation that a zone condition be added. The

development agreement acknowledged screening, density, accessory dwelling units (ADUs), and city approval. She said ADUs would not be allowed on Lot 2, a change from the prior reading. She concluded that the proposal was in harmony with the future land use designation, as it complied with housing type and density. The rezone application would be accompanied by a development agreement that would run with the land for 10 years. The zone condition limited the site to three lots that would run with the land indefinitely.

Mayor Silvestrini asked for public comment. There were no comments.

Council Member Jackson moved to approve Ordinance 23-24, rezoning property at 3564 S 1100 E from the R-1-8 Zone to the R-1-5 Zone subject to the approval of the development agreement and the zone condition. Council Member Catten seconded. Mayor Silvestrini thanked the applicant. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

2.2 Discussion and Consideration of Ordinance 23-25, Approving a Development Agreement For a 3-Lot Subdivision in the R-1-5 Zone with Respect to Approximately 0.72 Acres of Real Property Located at Approximately 3564 S 1100 E

Mayor Silvestrini said the development agreement related to the rezone and had been corrected since the prior reading.

Council Member Jackson moved to approve Ordinance 23-25, Approving a Development Agreement For a 3-Lot Subdivision in the R-1-5 Zone with Respect to Approximately 0.72 Acres of Real Property Located at Approximately 3564 S 1100 E. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

3. Financial Matters

3.1 Public Hearing to Consider Opening and Amending the Fiscal Year 2022-23 General Fund, Capital Improvement Project Fund, and Storm Water Fund Budgets

Council Member Jackson moved to open the public hearing. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

Laurie Johnson said at the end of the fiscal year the funds needed to be true-upped. She reviewed the General Fund revenues. The property tax, sales and use tax, mass transit tax, energy sales and use tax, transient room tax, and business licenses and permits increased. Building permit fees did not get reduced but would be captured in building department fees. There were also some local grant and class C road fund revenues received. There was an increase in code compliance fines, interest earnings, miscellaneous funds, and donations. Due to the energy sales and use tax, less money would be used from Fund Balance to pay the Unified Police Department (UPD) contract.

Johnson then reviewed the expense budgets. The Mayor and City Council, Justice Court, Legal Services, Public Safety, Promise Program, City Recorder, Emergency Management, Millcreek Common Adventure Hub, Facilities Administration, Planning and Zoning, and Class B & C Road budgets increased. The City Management, Building Services, Communications and Programs, Information Center, Economic Development, Business License Administration, Community Life/Millcreek Common Administration, Community Life Events and Programs, Millcreek Common Business Development, Finance, Human Resources, Facilities, IT Management, and Public Works budgets decreased. The Non-Departmental budget transferred about \$3 million to Capital Improvement Project (CIP) fund. The total amount of change was \$3,538,336.

Johnson reviewed the CIP fund revenue budget and expense budget changes which totaled \$4,432,257. There was one minor change in the Storm Water Fund, a \$100,000 increase in revenue for storm water fees and a decrease of \$175,000 in professional and contracted services. John Brems asked about the proceeds for the “L” shaped property. Johnson said it had not yet been received but it was anticipated in the current fiscal year.

There was no public comment.

Council Member Jackson moved to close the public hearing. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

3.2 Discussion and Consideration of Ordinance 23-23, Amending the 2022-23 Fiscal Year Budget

Council Member Catten moved to approve Ordinance 23-23, Amending the 2022-23 Fiscal Year Budget. Council Member Jackson seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

3.3 Public Hearing to Consider Changing Elective and Statutory Officers’ Compensation

Mayor Silvestrini said the compensation schedule was to approve the 5% cost of living adjustment (COLA) for the upcoming fiscal year. Lisa Dudley summarized Utah Code 10-3-818 which sets a process for adopting compensation schedules of elective and statutory officers. Officers were anyone who made decisions and worked on behalf of Millcreek. The ordinance required a public hearing and an ordinance effecting the changes. The schedule would remain in place until another ordinance was adopted changing it. The pay scale included the COLA which lifts the pay scale grades, while merit increases do not. The approved FY 2023-24 budget did include the COLA, so it would take effect July 1, 2023. A COLA was not added to the elected officers’ compensation, but a potential increase may be considered mid-year. A salary survey benchmark was conducted that compared 13 cities that had the same type of government, mayor-council. The average population was 60,358 of the thirteen cities with an average council district population of 14,103. She showed the council salary (\$17,987) and mayor

salary (\$38,453) averages from the cities from FY21-FY23 and only the FY23 data averages on the 9 available cities for council (\$19,163) and mayor (\$43,234). Millcreek provides \$15,000 to council members and \$40,000 to the mayor.

Council Member Uipi pointed out the city manager's salary was not included in these numbers. Dudley confirmed. Mayor Silvestrini said the exact council salaries would not be set, just a compensation range. Dudley confirmed. Mayor Silvestrini asked if the council adopted the schedule, if the council would have to have another public hearing to set the compensation within the range. John Brems said no, the range with this public hearing would be sufficient. Mayor Silvestrini worried the public was not aware of the range if the council were to increase their salaries. Council Member Uipi asked who determined the compensation for a newly elected official within the range. Mayor Silvestrini said the council set it. The council would adopt the range and the council would set the salary within the range. Dudley said a budget amendment mid-year to increase the salary would be identified because it would affect the budget. Council Member Jackson asked what the benefit was of having the pay scale. She did not feel it was necessary for transparency. Brems said the best practice for the council would be to have a set amount and not a range. He said the council could remove their range. Dudley recommended the current salary be identified within any amendment to the schedule. Brems noted the council and mayor's salaries were identified in the city code. Mayor Silvestrini said if any council or mayor's salaries changed, it would be effective January 1 with the newly elected terms. He said a small increase might be warranted.

Council Member Jackson moved to open the public hearing. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

There were no comments.

Council Member Jackson moved to close the public hearing. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

Mayor Silvestrini recommended removing the council and mayor's range from the compensation schedule and highlighting the existing salaries. He wanted more information made available to the public before a decision was made by the council. Council Member Jackson suggested the exact number be presented to the council. The council requested to discuss it during a work session on July 10th.

3.4 Discussion and Consideration of Ordinance 23-26, Adopting a Compensation Schedule for Elective, Appointed, and Statutory Employees

Council Member Jackson moved to adopt Ordinance 23-26, adopting a compensation schedule eliminating the pay scale range in reference to elected officials but adopting the compensation schedule for appointed and statutory employees. Council Member Catten seconded.

Mayor Silvestrini directed staff to discuss the matter in the next work meeting and to consider it on July 25th. The council would like the notice to be clearer. Council Member Catten recommended adding \$2,000 to the council and mayor salary. Council Member Jackson recommended adding \$3,000 to the mayor's salary.

The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4. Business Matters

4.1 Discussion and Consideration of Resolution 23-30, Approving an Interlocal Cooperative Agreement with Salt Lake County for Transfer of Fourth Quarter Transportation Choice Funds (3900 South Multi-Use Commuter Trail)

John Miller said item 4.1 was a multi-city project with South Salt Lake and Holladay to cover 3900 South from 2300 E. to the Jordan River. This would be for a concept design the county had given money for. He said item 4.2 was for the last section of Active Transportation Trail on Birch Drive. This would connect Millcreek to Holladay. Mayor Silvestrini said it was a sidewalk project the community had requested. Miller said item 4.3 was for the block grant. Mayor Silvestrini said it was to receive federal funds coming through the CDBG program. Miller said item 4.4 was similar to item 4.3.

Council Member Jackson moved to adopt Resolution 23-30. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4.2 Discussion and Consideration of Resolution 23-31, Approving an Interlocal Cooperative Agreement with Salt Lake County for Transfer of Fourth Quarter Transportation Choice Funds (Birch Drive)

Council Member Jackson moved to adopt Resolution 23-31. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4.3 Discussion and Consideration of Resolution 23-32, Authorizing and Recognizing Mayor Jeff Silvestrini as the Official Authorized to Execute Agreements for and on Behalf of Millcreek with Salt Lake County Regarding the Community Development Block Grant Program (CDBG) for the Program Year 2023-2024

Council Member Jackson moved to adopt Resolution 23-32. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4.4 Discussion and Consideration of Resolution 23-33, Approving an Interlocal Cooperation Agreement with Salt Lake County Relating to the Conduct of the Community Development Block Grant Program Urban County Program (CDBG) for the Program Year Beginning July 2024

Mayor Silvestrini said Millcreek participates with the Urban County Program on the social welfare programs. There are citizen committees that make recommendations for various social programs. Millcreek does not participate with the Urban County for hard cost grant funding. That funding has been used to fund the Jordan River Trail Parkway, Sunnyvale Park, and sidewalk between Main Street and West Temple. Dudley said the duration of the resolution was for three years, 2024-2027.

Council Member Jackson moved to approve Resolution 23-33. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4.5 Discussion and Consideration of Resolution 23-34, Approving an Agreement with Salt Lake Legal Defenders to Provide Court Indigent Defense Services

John Brems said this would cover the indigent defense services with the county for the last six months of service as the city transitioned into the Holladay Justice Court. New cases would start with the Holladay Justice Court.

Council Member Catten moved to approve Resolution 23-34. Council Member Jackson seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4.6 Discussion and Consideration of Resolution 23-35, Approving an Interlocal Cooperative Agreement with Salt Lake County for Amendment No. 6 to Agreement for Addressing Services

Mayor Silvestrini said the city had been using the County's services since incorporation to assign addresses to new developments. Francis Lilly said the county was efficient and reasonably priced.

Council Member Jackson moved to approve Resolution 23-35. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4.7 Discussion and Consideration of Resolution 23-36, Approving an Appointment to the Planning Commission

Mayor Silvestrini recommended to the council to appoint Diane Soule to fill a vacancy on the Planning Commission.

Council Member Uipi moved to approve item 4.7. Council Member Jackson seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

5. Reports

5.1 Mayor's Report

Mayor Silvestrini asked for direction from the council to intervene in the lawsuit with Salt Lake County involving the Parley's mine. The funding would come from the Mayor and Council budget. The council gave the mayor direction to move forward. He reported he attended an awards ceremony with the Salt Lake County Sheriff and several Millcreek Precinct UPD officers won awards. They would be recognized at a future council meeting.

5.2 City Council Member Reports

Council Member Jackson reported she attended the rally at the Division of Air Quality. She would like more Millcreek support on the issue.

5.3 Treasurer's Report

Council Member Jackson reported:

- As of June 26, 2023, the balance of the Series 2021 Bond Construction Fund is: \$4,438,729.36. (City Hall construction)
- As of June 26, 2023, Millcreek's PTIF account balance is: \$49,019,551.94.
- As of June 26, 2023, FY23 property tax has been received in the amount of \$12,321,745.30. Last year at this same time, Millcreek had received \$11,821,827.70.
- As of June 26, 2023, 78.86% of FY23 sales tax has been received in the amount of \$12,617,336.09. Last year at this same time, Millcreek had received \$12,214,171.79.

5.4 Staff Reports

Francis Lilly said Millcreek was exercising a warranty period on the Mountain Streetscape. The city was working with the contractor to replace the dead trees. John Miller said the maintenance was under an interim solution with Salt Lake County Operations. Mayor Silvestrini said the city approached Salt Lake County Parks to maintain Millcreek Common in addition to the parks, but they declined. Some of the work there had been done by the Adventure Hub staff. Council Member Jackson asked about the watering schedule. Miller said the contractor who did the work was in control of the water and it would be turned over to Millcreek. Mayor Silvestrini noticed weed issues on the backside of the streetscape. He mentioned the Cottonwood Residential site needed weed work done, too.

5.5 Unified Police Department Report

Chief Steve DeBry reported the crime statistics for May 2023. There were 3,270 total calls, 1,004 total cases, 384 citations, and 25 booking arrests. There were 28 assaults, 12 burglaries, 21 drug offenses, 75 family offenses, 82 larcenies, 8 sex offenses, and 30 stolen vehicles. UPD's Millcreek Precinct unveiled their new Ice Cream Van. This van was a way for the department to connect with children of the community by handing out Creamies and educating children about the dangers of alcohol and drugs. The van was purchased with money from a grant for alcohol education and enforcement. The van's design was by Detective Jared Nichols. They had partnered with Creamies to provide ice cream at community events and other activities. Since the Ice Cream Van first arrived at the end of May, they have handed out 2,112 Creamies. Millcreek Precinct's C.O.P. Unit brought the new Ice Cream Van along with UPD Cadets to join Millcreek's Venture Night Out every Friday evening in June. The Ice Cream Van made its debut in Millcreek at various school field day events. The first event was held at Rosecrest Elementary School. During recess, the students ran to the Ice Cream Van to get their Creamie.

Chief DeBry said detectives located an illegal campsite at the base of suicide rock. The camp's occupants were advised it was illegal to camp there. Detectives explained about services and recourses available. The camps' occupants cleaned up the campsite and moved on without any incident. Millcreek C.O.P. located several incidents of graffiti in Millcreek during May. All cases of graffiti were investigated and cleaned up by UPD Graffiti Removal. In the month of May, Millcreek officers responded to 62 mental health calls, including 1 suicide and 2 suicide attempts, 27 transient calls for service, 118 traffic accidents, and 28 hit and runs. Millcreek officers would conduct extra patrol enforcing illegal firework calls on July 3rd and 4th as well as July 23rd and 24th.

There were none.

- East Mill Creek Community Council Mtg., 7/6/23, 6:30 p.m.
- City Council Mtg. 7/10/23 7:00 p.m.
- Millcreek Community Foundation Mtg. 7/10/23 7:00 p.m.

ADJOURNED: Council Member moved to adjourn the meeting at 9:06 p.m. Council Member seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

Attest: Elyse Sullivan, City Recorder



**Minutes of the
Millcreek City Council
July 10, 2023
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a regular public meeting on July 10, 2023, at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106. The meeting was live streamed via the City's website with an option for online public comment.

PRESENT:

Council Members

Jeff Silvestrini, Mayor
Silvia Catten, District 1 (excused)
Thom DeSirant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4 (electronic)

City Staff

Francis Lilly, Assistant City Manager
Elyse Sullivan, City Recorder
Mike Winder, City Manager
John Brems, City Attorney
Kurt Hansen, Facilities Director
Rita Lund, Communications Director
Lisa Dudley, HR-Finance Director
Sean Murray, Planner

Attendees: Rick Hansen, Laura Renshaw, Trisha Bradford, Chief Steve DeBry, Carrie Sibert, David Baird

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:02 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

Mayor Silvestrini called the meeting to order and led the pledge of allegiance. He recognized Salt Lake County Animal Services (and dogs) for celebrating their 10 year no-kill shelter anniversary. Carrie Sibert, Salt Lake County Animal Services, said they had saved over 60,000 animals in the 10 years. The Pawlitical (dog) council members were also in attendance.

Council Member DeSirant moved to reorder the agenda to move item 1.3 next. Council Member Jackson seconded. Mayor Silvestrini called for the vote. Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

1.3 Recognition of Unified Police Department Millcreek Precinct Awardees from the Salt Lake County Sheriff's Annual Awards

Mayor Silvestrini said he attended the Sheriff's Annual Award Banquet and numerous officers from the Millcreek Precinct were recognized. He acknowledged the work the officers did, and the officers introduced themselves and what they were awarded for.

Sergeant Herbert Allen, Detectives Jared Nichols, Christian Thompson, Garrett Cottle, and Cameron Plouzek were recognized with a Chief's Award for their work at the Millcreek temporary overflow homeless shelter. Sergeant Mike Mayes received a Chief's Award for his work as supervisor of the Millcreek Street Crimes Unit as well as a secondary position as the Domestic Violence Coordinator for the entire Unified Police Department. Detective Danny Diehl received an award for his successful investigation of a burglary at Hyland Cyclery where eight valuable mountain bikes valued at \$43,000 were stolen. Officer Scott Green received the Law Enforcement Officer of the Year Award. Officer Green worked to follow up on thirteen DUI cases that were waiting to be screened, some cases involving serious bodily injury. Sergeant Makaloni Prescott, Detectives Adam Page, Cody Hampton, Steven Ivan, and Jacob Werner comprise the Millcreek Precinct Community Crime Suppression Unit. These officers were recognized with an award for their efforts in identifying and resolving community issues in coordination with federal and local agencies.

Mayor Silvestrini expressed appreciation for their work. He said the residents in the temporary homeless shelter expressed feelings of safety and the neighborhood expressed appreciation for the way the facility was managed.

1.2 Public Comment

Trisha Bradford relayed her unfortunate personal experiences from the last three years. She struggled for income and asked the council to not give themselves a raise because it would come from her savings account. She felt she was speaking for many income-restricted residents.

2. Financial Matters

2.1 Establish a Time and Place for a Public Hearing to Change Elective Officers' Compensation (City Council and Mayor) – July 25, 2023 at Approximately 7:00 p.m.

Council Member Jackson moved to establish a public hearing to consider changing the elective officers' compensation for July 25, 2023 at Approximately 7:00 p.m. Council Member DeSirant seconded. The Recorder called for the vote. Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

Staff pointed out that a presentation was prepared for item 2.1 that reiterated what was published in the e-newsletter. Mayor Silvestrini requested the presentation be reserved for the July 25th meeting.

3. Business Matters

3.1 Discussion and Consideration of Ordinance 23-27, Amending Chapter 3.48 of the Millcreek Code of Ordinances Regarding Planning and Engineering Fees

Francis Lilly said with the adopted consolidated fee schedule changes, the ordinance needed to be updated. The code currently referred to an engineering checking fee, but the schedule referred to a planning checking fee and engineering checking fee, so “planning” needed to be added to code.

Council Member Jackson moved to adopt Ordinance 23-27, Amending Chapter 3.48 of the Millcreek Code of Ordinances Regarding Planning and Engineering Fees. Council Member DeSirant seconded. The Recorder called for the vote. Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4. Reports

4.1 Mayor’s Report

Mayor Silvestrini reported a 7,000 person crowd at the Independence Eve event at Millcreek Common, and he commended the staff that put it together. The East Mill Creek Lions Club had a successful 4th of July parade. He had been meeting with other officials to discuss the Unified Police Department 2.0. He wanted to be able to maintain the economies of scale that currently existed. He said there would be an Interfaith Council meeting the following day to plan a service day on September 11th with the Millcreek Promise Program.

4.2 City Council Member Reports

Council Member DeSirant expressed appreciation for the event staff. Council Member Jackson reminded the community about the Canyon Rim Cares event on July 15th.

4.3 Staff Reports

Francis Lilly said there would be another fee rectification ordinance at the next council meeting and there would be another ordinance that changed the relationship of the community councils with the city and their budgets within the code.

Mayor Silvestrini recognized David Baird in the audience for his work in the community. Baird would be taking a 6 month leave of absence as the Mt. Olympus Community Council Chair. The mayor thanked him for his service.

Mayor Silvestrini noted a neighborhood meeting had been held that evening at the Mt. Olympus Shopping Center about a potential rezone to accommodate a Porsche dealership on Wasatch Boulevard. Francis Lilly said this was the first of five public engagement opportunities regarding a potential zone change. There had not been an application filed with the city and the meeting was initiated by the potential developer. The discussion centered on traffic, lighting, and use appropriateness. There were over 100 people in attendance. There would be a joint city council and planning commission meeting on July 25th to discuss the concept. Council Member DeSirant asked about rules about light pollution. Lilly said there was a requirement in the commercial zones that light generated on a property could not extend more than a certain amount outside of the property line. There was a maximum height for light poles, and they must be shielded from the top, so they are downcast. The potential applicants intended to exceed Millcreek’s standard baseline. Council Member DeSirant asked about Palm Springs lighting. Lilly said the Porsche dealership in Palm Springs had a more aggressive dark sky ordinance than what

Millcreek required. Lilly noted he would be seeing the Palm Springs location in person at night. Council Member Uipi noted she would be seeing it in person, too.

David Baird felt the neighborhood meeting went well. He was optimistic about the proposed lighting and landscaping.

Mayor Silvestrini brought up that with the Parley's mine application, a scientist had been hired to evaluate the air quality and vulnerabilities. The legal counsel had advised Millcreek to not intervene in the county's lawsuit but instead oppose the air quality permit.

5. Consent Agenda

5.1 Approval of June 12, 2023 Work Meeting and Regular Meeting Minutes

Council Member DeSirant moved to approve the minutes for June 12, 2023 for the work meeting and regular meeting. Council Member Jackson seconded. Mayor Silvestrini called for the vote. Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

6. New Items for Subsequent Consideration

There were none.

7. Calendar of Upcoming Events

- Historic Preservation Commission Mtg. 7/13/23 6:00 p.m.
- Planning Commission Mtg. 7/19/23 5:00 p.m.
- City Council Mtg. 7/25/23 7:00 p.m.

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 7:47 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

APPROVED: _____ **Date**
Jeff Silvestrini, Mayor

Attest: _____
Elyse Sullivan, City Recorder