MILLCREEK, UTAH
RESOLUTION NO. 23-44

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM, AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

WHEREAS, the Millcreek Council ("Council") met in regular meeting on September 11, 2023, to consider, among other things, a resolution approving and authorizing the execution of an Interlocal Cooperation Agreement ("Agreement") with Salt Lake County relating to the conduct of the Community Development Block Grant ("CDBG") program, Emergency Solutions Grant ("ESG") program, and the Home Investment Partnership ("HOME) program; and

WHEREAS, the County participates as an "urban county," as defined by federal regulation, in the CDBG, ESG, and the HOME programs through a consortium that includes the urban county ("HOME") programs administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, an Agreement has been prepared for approval and execution by and between the County and participating municipalities, a copy of which is attached hereto as Exhibit 1, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13-101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby approve and authorize the execution of an Interlocal Cooperation Agreement ("Agreement") with Salt Lake County relating to the conduct of the CDBG program, ESG program and the HOME program.

This Resolution, assigned No. 23-44, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 11th day of September, 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

Exhibit 1

County Contract No. _____
DA Log No. 23CIV000142

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP

Relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM

For

FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into effective _____ day of _____ 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development ("County") and the following governmental entities: Town of **Alta**, Town of **Brighton**, **Bluffdale** City, **Copperton** Metro Township, **Cottonwood Heights**, **Draper** City, **Emigration Canyon** Metro Township, , **Holladay** City, **Kearns** Metro Township, **Magna** Metro Township, **Midvale** City Corp., **Millcreek**, **Murray** City, **Riverton** City, City of **South Salt Lake**, and **White City** Metro Township, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the "Cities." County and Cities may be referred to jointly as the "Parties" and individually as a "Party."

R E C I T A L S

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq*.); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq*.); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program; (collectively referred to as the "Acts"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts' programs which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants ("CDBG"), HOME Investment Partnerships, and Emergency Solutions Grants ("ESG") Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the "Regulations), which Regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD's amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 2020, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the Parties to this Agreement (the "2020 Agreement") for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities. The

County now wishes to terminate the 2020 Agreement and replace it with this Agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the federal fiscal years 2024-2026 urban county qualification process, the County and Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Final Statement of Community Development Objectives and Projected Use of Funds" (the "Final Statement") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.

2. This Agreement covers the CDBG Entitlement program, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDGB, ESG, and HOME program qualification and grant calculation purposes.

3. The period of performance of this Agreement shall cover three CDBG, ESG, and HOME Program years beginning July 1, 2024, and ending June 30, 2027 (e.g., Federal FYs 2024 – 2026) and this Agreement shall be automatically renewed at the end of the current qualification period for successive three-year periods thereafter, unless written notice is provided by the County or a participating unit of general local government of its election not to participate in a new qualification period.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 14 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's "Instructions for Urban County Qualification for Participation in Community Development Block Grant ("CDBG") Programs" for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; (2) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, however no party shall be precluded from applying to the State for HOME funds, if the state allows; and (3) may receive a formula allocation under the ESG Program only through the urban county, however this does not preclude any party from applying to the to the State for ESG funds if the State law allows. Accordingly, the Cities agree that as to all projects and activities performed or conducted in the

Cities under any CDBG, ESEG, or HOME program grant agreement received by the County which includes the Cities, that the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal and publicly assisted housing, as they may be planned and specified in the County's Final Statements submitted annually to HUD for the expenditure of CDBG, ESG, and HOME funds granted to the County for such activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree to adopt any amendment

to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification notice period, and to submit such amendment to HUD as provided in the urban county qualification notice, and further agree that such failure to comply will void the automatic renewal of such qualification period. In addition, the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. The County and Cities shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the 14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and with other applicable laws. In addition, the Parties understand and agree that the County may not provide any CDBG, ESG, or HOME Program funding for activities in or in support of any City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification. The Parties further agree to sign the assurances and certifications in the HUD 424-B.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. The separate CDBG project agreements or sub-grants that will be entered into between the County and the Cities for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the Cities in whole or in part using CDBG Program funds. These standards will require the Cities to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

14. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance; provided, however, if the County fails to qualify as an urban county or does not receive CDBG, ESG, or HOME Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole or any City may withdraw from this Agreement, subject to the termination provisions set forth in Paragraph 3.

15. If the County qualifies as an urban county and the City is included, during the three program-years for which the County has qualified, the Parties agree not to veto or otherwise obstruct the implementation of the approved Comprehensive Housing Affordability Strategy (CHAS) during that three year period and for such additional time as may be required for the expenditure of CHAS funds granted for that period.

16. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Found in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

17. The following provisions are also integral parts of this Agreement:

(a) *Binding Agreement*. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) *Captions*. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) *Counterparts*. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) *Severability*. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) *Waiver of Breach*. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) *Cumulative Remedies*. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) *Amendment*. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Time of Essence*. Time is of the essence in this Agreement.

(i) *Interpretation*. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice*. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses.

(k) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board

consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget*. If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

(o) *Exhibits and Recitals*. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entity within the body of this Agreement.

(p) *Attorney Approval*. This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity*. All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment*. The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards*. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract 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 set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements*. This Agreement supersedes a similar agreement, Salt Lake County Contract No. 0000002580 (the "Prior Agreement"), which pertained to similar subject matter as the Agreement. The Prior Agreement will remain in effect for CDBG, ESG, and HOME funds received for Federal fiscal years 2021-

2023. The Prior Agreement will terminate after such funds and program income received (with respect to activities carried out during the three-year period ending June 30, 2024) are expended and the funded activities are completed.

[Signature pages to follow]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

SALT LAKE COUNTY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
John E. Diaz
Deputy District Attorney
Salt Lake County

SIGNATURE PAGE FOR TOWN OF ALTA
TO THE
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TOWN OF ALTA

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR TOWN OF BRIGHTON
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TOWN OF BRIGHTON

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR BLUFFDALE CITY
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BLUFFDALE CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP
TO THE
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COPPERTON METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY
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COTTONWOOD HEIGHTS CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR DRAPER CITY
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DRAPER CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR EMIGRATION CANYON METRO TOWNSHIP
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EMIGRATION CANYON METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR HOLLADAY CITY
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HOLLADAY CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP
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KEARNS METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MAGNA METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

MAGNA METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MIDVALE CITY CORP.
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

MIDVALE CITY CORP.

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MILLCREEK
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

MILLCREEK

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MURRAY CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

MURRAY CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR RIVERTON CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

RIVERTON CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR CITY OF SOUTH SALT LAKE
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

CITY OF SOUTH SALT LAKE

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

WHITE CITY METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

MILLCREEK, UTAH
RESOLUTION NO. 23-45

A RESOLUTION OF THE CITY COUNCIL APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY WITH RESPECT TO THE 2022-2028 UPDES MEDIA CAMPAIGN COST SHARING

WHEREAS, the Millcreek City Council ("Council") met in regular meeting on September 11, 2023, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County with respect to the 2022-2028 UPDES Media Campaign Cost Sharing; and

WHEREAS, the Utah Interlocal Cooperative Act (Utah Code Ann. § 11-13-101, et seq.) (the "Act") provides that two or more government entities are authorized to enter into agreements with each other to do what each entity is authorized by law to perform; and

WHEREAS, Salt Lake County ("County") and Millcreek ("City") are government entities as contemplated in the Act; and

WHEREAS, the City and the County are authorized to enter into joint agreements; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of the City to enter into an interlocal cooperative agreement ("Agreement"), a copy of which is attached hereto, with Salt Lake County with respect to the 2022-2028 UPDES Media Campaign Cost Sharing; and

WHEREAS, the Agreement has been prepared for approval, which sets forth the purpose thereof, the extent of participation of the parties, and the rights and 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. 23-45, shall take effect immediately on passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 11th day of September 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

County Contract No._____

D.A. No. _____

INTERLOCAL COOPERATION AGREEMENT BETWEEN MILLCREEK AND SALT LAKE COUNTY FOR 2022-2028 UPDES MEDIA CAMPAIGN COST SHARING

THIS AGREEMENT is made this _____ day of _____, 2023, by and between MILLCREEK, a municipal corporation of the State of Utah, hereinafter "City," and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter "County." City and County may be referenced to jointly as the "parties."

WITNESSETH:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, section 11-13-101, et seq., U.C.A., to enter into agreements with each other which will enable them to make the most efficient use of their powers; and,

WHEREAS, In connection with the Utah Pollutant Discharge Elimination System, hereinafter "UPDES," permitting process, the parties desire to cooperate with each other in funding a 2022 through 2028 multimedia public information and education campaign (hereinafter "Campaign") for the purpose of increasing public awareness about storm water pollution and educating the public about the prevention of storm water pollution in the City and the County; and,

WHEREAS, the parties desire to enter into an agreement whereby their respective responsibilities concerning the campaign are specifically set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Media Campaign Services. The County will continue to retain the services of a consultant and has developed a plan for the public education and awareness campaign, which will consist of many phases of development for the benefit of all coalition participants.

2. Term. This Agreement shall be in effect from the date of its execution through June 30, 2028. The Parties shall meet and confer as needed during the term of this Agreement if the scope of work, budget, payment schedule, or other matters require modification.

3. Budget. The proposed budget for the campaign is $193,000.00 per year, and includes the components and funding shown on Appendix A which is incorporated as part of this agreement.

4. County Responsibilities. The County shall be responsible for all matters pertaining to administering the campaign and the consultant's contract.

5. City Responsibilities. The City shall pay to the County the sum of $9,638.84 per year for while the Agreement is in effect. The first payment shall be made within thirty (30) days after execution of this agreement by the parties. Thereafter, payments shall be made no later than July 1 for each year the Agreement remains in effect. This amount may be increased by County each year by the lesser of three percent or the percentage increase, if any, in the latest published "Consumer Price Index, All Urban Consumers." For subsequent annual payments, the County shall submit to City an invoice with the total cost of such services no later than August 15 of each year, which invoice the City shall pay within thirty days.

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

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-2025 of the Interlocal Act;

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

(c) A duly executed original counterpart of this Agreement shall be filed with 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 taken pursuant to this. Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

7. Termination. Pursuant to Utah Code Ann. 11-l 3-206(a), the parties agree that this agreement may be terminated (with or without cause) by either party upon at least thirty (30) days prior written notice to the other party, in which event an accounting shall be made of all funds not spent or encumbered as of the date of termination.

8. Applicable Law. The provisions of this agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8. Integration. This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings

pertaining thereto.

9. Amendment. The parties may amend this agreement by a writing signed by the parties. The amendment shall not be effective if it is not in writing or if it is not signed by all the parties.

10. No Agency. Agents, employees or representatives of each party shall-not be deemed to be agents, employees or representatives of the other.

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 Page to Follow]

2022-2028 UPDES MEDIA CAMPAIGN COST SHARING INTERLOCAL AGREEMENT
SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval:

By: _____
Scott Baird,
Department Director

Date: _____

By: _____
Kade Moncur,
Division Director

Date: _____

Reviewed as to Form:

By: Ryan W. Lambert Digitally signed by Ryan W. Lambert Date: 2023.06.16 17:33:05 -06'00'
Ryan W. Lambert,
Deputy District Attorney

2022-2028 UPDES MEDIA CAMPAIGN COST SHARING INTERLOCAL AGREEMENTSIGNATURE PAGE FOR THE CITY

MILLCREEK

By _____
Mayor or designee

Date _____

ATTEST:

By _____
City Recorder

Date_____

Reviewed as to Form and Legality:

By _____
City Attorney

Date_____

2022-2028 UPDES MEDIA CAMPAIGN COST SHARING INTERLOCAL

Appendix A

Salt Lake County Stormwater Coalition 2023 Budget

Television Advertising
Bus Advertising
Public Opinion Poll
Stormwater Quality Fair
Water Science and Engineering Competition
Design and Distribute Educational Materials
Stormwater Coalition Website Updates and Maintenance
Social Media Management
Public Relations Consultant

Budget Total: $194,194.93

Note: Some budget items will vary year to year based on permit cycle requirements

Minutes of the
Millcreek City Council
August 14, 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 August 14, 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
Cheri Jackson, District 3
Bev Uipi, District 4

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 (electronic)
Aimee McConkie, City Events Director
John Miller, Public Works Director
Fred Lutze, Planning Engineer
Robert May, Longe Range Planning Manager

Attendees: Rick Hansen, Tracy Rawle, Justin Mackin, Julie Jackson

WORK MEETING – 6:30 p.m.
TIME COMMENCED – 6:30 p.m.

Mayor Silvestrini called the work meeting to order.

1. City Hall Construction Update; Kurt Hansen, Facilities Director

Kurt Hansen gave an overview of where the city had been with obtaining a bond for the project, selecting the general contractor and architect, breaking ground on March 17, 2022, having various material delays and cost increases, and in grants received. He showed a time lapse of the construction in photographs. He gave an overview of the building's current status, which was 89% complete. The shared parking garage began construction on July 10, 2023. Hansen showed the council various renderings side by side with progress pictures. One of the pictures was of a millstone that would be used on site which was the inspiration for the Millcreek Common logo. Hansen then gave an overview of where the city hall was going. The building would include restaurants, a climbing wall, and a city clock. He needed to learn the

new building systems and put out a custodial service request for proposals. The neighboring mixed use building would take 30 months of construction and the parking garage would take 24 months. The city offices would move into the new building over two weekends. The formal ribbon cutting was set for October 10, 2023.

Council Member Jackson asked if Hansen had help with the new facility. Hansen said he had several employees assisting him as well as new softwares. Winder pointed out the parking garage would take longer than a normal parking garage because it was being built in conjunction with the mixed use building. Council Member Uipi asked about the moving process. Hansen said a moving company would be hired. He showed renderings of the clock for the climbing wall and the area for construction on Chambers Avenue. Council Member Uipi asked about the Unified Police Department (UPD) moving into the city hall. Hansen said they would move themselves. Mayor Silvestrini said Millcreek currently paid for UPD's building lease and it would be purchasing furniture they did not already have for the new space.

Aimee McConkie said the city was calling for vendors for a Harvest Market at Millcreek Common. She showed images of five store fronts and renderings of market stands in the public market. She showed renderings of the outdoor space and mentioned the city was seeking proposals for caterers for an approved list for use in the community room. The grand opening would help people see how the spaces in the city hall would function. Winder and Mayor Silvestrini expressed appreciation to staff in overseeing the project. The council concurred.

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

There was none.

Council Member Jackson moved to adjourn the work meeting at 7:04 p.m. Council Member Uipi 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: 7:06 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

There was none.

Council Member Uipi thanked Aimee McConkie and her team for their efforts on the Pacific Islander event at Millcreek Common.

DRAFT

2. Business Matters

2.1 Discussion and Consideration of Resolution 23-41, Authorizing and Approving Proceedings in Eminent Domain as Necessary

Mike Winder said the Town and Country Plaza (southwest corner of 3300 S and 1300 E) had been envisioned as a public plaza. He said there was road widening needed on 3300 S and 1300 E. A utility box also needed to be located closer to the intersection. Mayor Silvestrini noted this intersection had been problematic for a while, and it would receive additional traffic with Millcreek Common. The Millcreek Community Council had made the quick merge on 1300 E. (heading south) a top priority for improvement. The public had also been calling for the intersection to be more pedestrian friendly.

Francis Lilly said the Millcreek Transportation Plan (2018), Millcreek City Center Plan (2019), Local Link Transit Study (2022), and 3300 South Corridor Study (2023) identified gateways to the city center. Fred Lutze said for gateways and connectivity, there was interest in activating the site. The 3300 South Corridor Study, in conjunction with UDOT, identified a mixed use path and specific lane and right-of-way widths. The City Center Master Plan identified boulevard section dimensions of 3300 S. He showed the council renderings of a public plaza on the corner. He said a walkable urban place that is iconic, an amenity and gathering place for the whole city, and a design that supported transportation alternatives was in plans for the city center. A variety of strategies should be employed to make the edges of the site more permeable and increase connectivity to and within the City Center. The implementation of these strategies should consider all modes of travel. Street design should be pedestrian-focused through new laneways, arcades, transparent storefronts, and connected plazas. To improve pedestrian connectivity, the city should encourage smaller blocks, wider and improved sidewalks, additional and safer signalized crosswalks, narrower streets when possible, and other traffic calming measures.

Lilly noted the city had also been working with UTA on bus shelters and stops on 3300 S. UTA had identified this intersection as needing an enhanced bus stop. There was a significant irrigation canal that ran adjacent to the property that would have to eventually be upgraded and moved. Mayor Silvestrini said a more robust bus service would help with the increased population in the area. He asked about deceleration issues. Lutze said a deceleration lane was considered for the project on the southeast corner of the intersection on 1300 E with a right turn lane onto 3300 S. The General Plan discussed the intersection of 1300 E and Richmond Street as being a key intersection. He wanted to focus on key intersections for creating gateways. Narrow plazas and sidewalks can make it difficult for people to stop and congregate because they feel like there is no room. He showed a picture example of a similar large plaza space in Sugarhouse. He said gateways were critical in making places safer and more inviting.

Winder said the public purposes for the resolution were road widening, a corner plaza, and utility box relocation. A challenge with redevelopment is private property impact. Discussions have been had with the impacted property owners. An appraisal of the property has been done. He said if property was acquired under threat of condemnation, then a 1033 exchange could take place which could be beneficial for tax reasons.

DRAFT

Mayor Silvestrini asked for public comment.

Justin Mackin, RTTTA, LLC counsel, said the city presented generalities. His experience involved more detail at this point in condemnation proceedings. He said the property owner was not seeking a tax benefit. The property owner had owned the property for 16 years. It was a profitable location with three tenants, Check City, Verizon Wireless, and the cell tower. He said there were no city plans for construction. He suggested tabling the proposal until something was being proposed. The proposed resolution did not acknowledge a public plaza. He felt it was premature to file an eminent domain action on this property especially since there were not any plans for the rest of 3300 S, a state highway. He noted that the east side of 1300 E did not have a building on it, so if the purpose was to widen 1300 E, more property could be taken from that side. He said the reasons for condemnation kept changing over time and it seemed the use was being targeted. He felt the city's $2 million appraisal was low and they would be seeking another property appraisal. The businesses and cell tower would also need to be relocated which would cost in total about $3-4 million. He asked the council to recognize the need for timely construction of a project which would be done for the best public interest with the least private injury. He felt a creative solution to the problem could be found.

Winder said the resolution was general which referenced transportation and livability goals and objectives of the city. The road widenings and plaza had been referenced in emails to the property owners since September 2022. The additional utility work was relatively new, as discovered last winter when burying power lines. He said staff did not create specific construction plans and timelines without the legislative body's consent to proceed with eminent domain if necessary. The construction documents could be prepared over the winter in time for the 2024 construction season. Mayor Silvestrini said the council participated in the 3300 S Corridor Study and understood the chicken and egg element. The road improvements would be the priority, but it was hard to undertake without knowing the cost. Council Member Catten asked about the responsibility of moving the cell tower. Winder said it would need to be moved if the plaza extended that far, but plans indicated it would not and the tower would remain. Council Member Uipi pointed out section 4(1) of the resolution, that city staff would still continue to negotiate with the property owner. Winder confirmed and noted staff had worked with 48 other properties in acquiring city center property without the use of condemnation. Council Member Uipi read the third whereas clause of the resolution, "…the City has the necessary funding to complete the Project and expects to be able to complete the project within a reasonable time after all property necessary for the Project is obtained." Winder said the current budget included a significant sum to proceed with initial work on this project.

Council Member Catten wondered what a creative solution would be as mentioned by Mackin. Mackin showed the council a city provided rendering with the plaza consuming the cell tower and another rendering not including the cell tower to illustrate inconsistency. He said a solution would be to remove the Check City portion of the building and retain the remainder and cell tower.

DRAFT

Tracy Rawle, site property owner, said parts of the building could be trimmed and still allow both businesses to operate. Mayor Silvestrini said if the council adopted the resolution, nothing precluded continued conversations with the property owners.

Council Member Uipi moved to approve item 2.1, Resolution 23-41, Authorizing and Approving Proceedings in Eminent Domain as Necessary. John Brems recommended the resolution be modified to add "creation of a plaza" to the second whereas clause under the definition of the project. **Council Member Uipi amended the motion to approve item 2.1, Resolution 23-41, for the road and creation of a plaza. Council Member DeSirant seconded.** Council Member Catten asked if authoring proceedings meant the city had the executive decision to either work with the property owners or not. Brems said yes, this was the legislative body's last decision on the matter. Mayor Silvestrini said this could lead to a lawsuit to condemn the property, but there were hopes for a resolution. Council Member Catten asked if there had been discussions on anything other than all or nothing taking. Winder said no, but there could be. Council Member Uipi said this was a top priority for the Millcreek Community Council before Millcreek became a city. She hoped for a creative solution.
The Recorder called for the vote. Council Member Catten voted no, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed.

2.2 Discussion and Consideration of Ordinance 23-30, Amending Millcreek Code Sections 2.04.050 and 2.06A.030 Regarding Compensation Paid to City Council Members and the Mayor to be Effective January 1, 2024
Mayor Silvestrini said there had been a public hearing and the council had taken public comment on two separate occasions. There had been no public comment on the matter since the last council meeting.

Council Member DeSirant moved to approve Ordinance 23-30, Amending Millcreek Code Sections 2.04.050 and 2.06A.030 Regarding Compensation Paid to City Council Members and the Mayor to be Effective January 1, 2024. Council Member Uipi 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.

Council Member Uipi left the meeting at 7:48pm and continued participation electronically.

Mayor Silvestrini offered Granite School Board Member Julie Jackson the opportunity to speak. Jackson thanked the council for being great partners. Council Member Catten pointed out Jackson had been a valuable resource on the Promise Health Coalition.

3. Reports

3.1 Mayor's Report
Mayor Silvestrini reported the successful Pacific Islander event. He acknowledged the VentureOut! mistakes made at Fortuna Park and the staff was sensitive to that. He was planning for the convention of the Utah League of Cities and Towns in September.

3.2 City Council Member Reports

DRAFT

Council Member Jackson reported attending community council meetings. There would be a joint Planning Commission meeting later that week. She helped the Promise Program distribute school supplies at the Holladay Hills Apartments. The Millcreek Youth Council also collected and distributed 100 backpacks of school supplies in conjunction with the Granite School Foundation. She acknowledged the Night Out Against Crime and car show event. Council Member DeSirant said he attended a City Cast event.

3.4 Staff Reports

Mike Winder said the September all staff meeting would teach staff the moving process for the new city hall. He said the action on the eminent domain resolution would help conversations progress.

4. Consent Agenda

4.1 Approval of July 25, 2023 Work Meeting and Regular Meeting Minutes

Council Member Jackson moved to approve item 4.1, the work meeting and regular meeting minutes for July 25, 2023. Council Member DeSirant 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.

5. New Items for Subsequent Consideration

There were none.

6. Calendar of Upcoming Events

- Planning Commission Mtg. 8/16/23 5:00 p.m.
- Joint Millcreek/Murray Council Special Mtg. 8/21/23 6:00 p.m.
- City Council Mtg. 8/28/23 7:00 p.m.

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 7:58 p.m. Council Member Jackson 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.

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

_____
Attest: Elyse Sullivan, City Recorder

DRAFT

Minutes of the
Millcreek City Council
August 28, 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 August 28, 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
Cheri Jackson, District 3 (electronic)
Bev Uipi, District 4 (excused)

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
John Miller, Public Works Director (electronic)
Jim Hardy, Building Official
Lisa Dudley, HR-Finance Director

Attendees: Lt. Chris Petty-Brown, Officer Chris Schroeder, Officer Daniel Hampton

WORK MEETING – 6:30 p.m.
TIME COMMENCED – 6:30 p.m.

Mayor Silvestrini called the work meeting to order.

1. Discussion on Millcreek Flag; Mike Winder, City Manager
Mike Winder showed examples of city flags from other cities. He showed what a prior Millcreek Youth Council created, and three alternative options for Millcreek. Council Member Catten said the consultants the city asked to revise the Youth Council's design did not enhance it. She worried about the city's logo colors being too dark for a flag. She said some staff who were surveyed like option A (an upgraded version of the Youth Council's design), and she anticipated it was because it had more detail. She said option B was simple but met flag design standards and the colors in option C were brighter than the logo colors. Council Member Jackson did not like the mountains on option A. Mayor Silvestrini agreed. Mayor Silvestrini did not like option C because it did not use the city's traditional colors; he liked option B the best. Council Member Jackson liked the mountains in option B. Council Member DeSirant did not like option C and appreciated the simplicity of option B. Winder showed some examples of other designs that were

not part of the A, B, and C options. The council briefly discussed their preferences. Council Member Catten would bring other options back to the council based on feedback provided.

2. Discussion on Updates to the City's Ethics Code; Lisa Dudley, HR-Finance Director
Lisa Dudley said this was a first reading for the council's consideration. Millcreek would continue to seek out and apply for various types of grants. It was important for Millcreek's conflict of interest policy and procedures to address key elements required by the awarding federal agencies. Many, if not all, professional associations for government professionals also require formal training in ethics for their members. She said suggestions had been added to the draft policy to address requirements for the expenditures of federal grant funding, but the draft policy also required elected and appointed officials and all employees to sign an annual ethics pledge form. The annual ethics pledge form was a requirement of the State Auditor's Office. She briefly reviewed the summary of changes which included compliance with the State Auditor's Office Fraud Risk Assessment to include an annual ethics pledge to be signed by all elected and appointed officials and all employees of Millcreek, mandatory ethics training for all city elected officials and employees, and periodic training for federally funded projects/activities as required by the federal agency/funding source, and updated definitions necessary to comply with federal grant requirements and for a conflict of interest policy.

Mayor Silvestrini brought up the Government in the Sunshine section and asked if it applied to all of the city's public bodies. He wanted every city public body to be subject to it. Brems confirmed they would.

3. Staff Reports
There were none.

4. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items
There was none.

Council Member DeSirant moved to adjourn the work meeting at 6:59 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, 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
There was none.

DRAFT

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

Lt. Petty-Brown announced Officer Chris Schroeder and Officer Daniel Hampton as the Officers of the Month for July 2023. They investigated a road rage related vehicle shooting and were able to take the suspects into custody. The mayor commended their service.

2. Business Matters

2.1 Discussion and Consideration of Resolution 23-42, Approving an Agreement Between UDOT and Millcreek to Converted Transportation Alternative Program (TAP) Funds for Local Agency with Respect to Sidewalk Improvements Located on Columbia Avenue Between 40 East to State Street

Mayor Silvestrini said the funds would help ease the burden of the city constructing the project through state rather than federal requirements.

Council Member Catten moved to approve Resolution 23-42, Approving an Agreement Between UDOT and Millcreek to Converted Transportation Alternative Program (TAP) Funds for Local Agency with Respect to Sidewalk Improvements Located on Columbia Avenue Between 40 East to State Street. Council Member DeSirant seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

2.2 Discussion and Consideration of Resolution 23-43, Appointing an Appeal Authority to Hear Appeals from the Building Official

Jim Hardy said this resolution came from section 113 of the International Building Code, it required that every municipality have a means for appeal from the Building Official's decisions. This resolution would help Millcreek comply with the building code. The hearing officer, Richard Catten, would be appointed.

Council Member DeSirant moved to approve Resolution 23-43, Appointing an Appeal Authority to Hear Appeals from the Building Official. 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, and Mayor Silvestrini voted yes. The motion passed unanimously.

3. Reports

3.1 Mayor's Report

Mayor Silvestrini reported that FEMA was not granting Millcreek's BRIC grant application for the debris retention structure in Neffs Canyon. Millcreek would keep working on the issue and would get in touch with congressional delegation for assistance. John Miller said Millcreek would apply again. Staff would try to address the reasons why the application was not awarded. Winder said he received an email from the city's DC lobbyist, Ryan Leavitt, who said, "My response is that BRIC continues to be one of the most competitive and over-subscripted federal discretionary grant programs. They usually take several attempts to get one of these. My suggestion is that we work with the State and with FEMA to get a follow-up on our application and see where we can improve it for the next round."

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The mayor said he had received several comments from residents about coyotes in neighborhoods. He felt this was a public safety and welfare issue. The city would look at options to remedy the situation. The council would be attending the Utah League of Cities and Towns convention the following week. He reported that he made a presentation to a panel sponsored by the National League of Cities on how to start a promise program with the Millcreek Promise Program Manager.

3.2 City Council Member Reports

Council Member DeSirant reported that the Wasatch Front Waste and Recycling District considered getting rid of the scrap program or instituting a fee, but the fee was voted down for the following year. Council Member Catten said September marked the, "Get to the River Festival" with events at Jordan River and it was kickstarting in Millcreek. The Millcreek Business Council would be doing a canoe cleanup of the river at the end of September. She attended a webinar on the Wasatch Front Area Comprehensive Safety Action Plan, which took a comprehensive look at making streets and safety better. Council Member Jackson noted she also attended that webinar. Council Member Catten noted for staff that there was a St. Mark's Hospital portable digital sign that was blocking the hawk crossing signal on 3900 S.

3.3 Treasurer's Report

Council Member Jackson reported:

- As of August 28, 2023, the balance of the Series 2021 Bond Construction Fund is: $650,684.64. (City Hall construction)
- As of August 28, 2023, Millcreek's PTIF account balance is: $46,995,892.91.
- As of August 28, 2023, FY24 property tax has been received in the amount of $113,130.87. Last year at this same time, Millcreek received $110,872.72.
- As of August 28, 2023, FY23 sales tax has been received in the amount of $15,206,133.86. Last year at this same time, Millcreek had received $14,829,298.35. Please note there is a two-month lag in sales tax receipts, so these numbers are for FY23 and FY22 respectively.

3.4 Staff Reports

Mike Winder said there had been a great Camp Tracy weekend with VentureOut! The City Hall construction had run into a couple of problems, but the grand opening would be November 16th. Some congressmen and staff would attend a special VIP tour of the city hall on October 10th.

3.5 Unified Police Department Report

Lt. Petty-Brown reported the crime statistics for July 2023. There were 3,225 total calls, 1,052 total cases, 228 total citations, and 28 booking arrests. There were 34 assaults, 18 burglaries, 19 drug offenses, 80 family offenses, 63 larcenies, 3 robberies, 4 sex offenses, and 9 stolen vehicles. Millcreek Motors and C.O.P. detectives were enforcing school zone violations and 15 stops had been made so far in the school year. Millcreek C.O.P. detectives located several illegal homeless encampments throughout Millcreek. Detectives offered resources to those living in the camps. Most camps were cleaned up or would be cleaned up by the Salt Lake County Health Department. U.P.D.'s Millcreek Precinct joined VentureOut! for the annual Night Out Against Crime. Citizens were able

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to look at UPD vehicles and speak to officers. Millcreek C.O.P. detectives took the ice cream van out to various apartment complexes to interact with children and discuss the dangers of alcohol and drugs. Afterwards, they stopped by the Wellington Retirement Center to hand out ice cream to the elderly residents. UPD Motors participated in numerous special events during the past two months. Millcreek Motors participated in Millcreek's 4th of July Parade, the Days of 47 Parade, the Kearns' Parade, Magna's Parade, and Midvale's Harvest Days Parade. UPD Motors also conducted numerous traffic enforcement saturations, resulting in hundreds of traffic citations being issued. UPD Motors joined Utah Highway Patrol and SLCPD Motors to escort the President of the United States during his recent visit to Utah.

Lt. Petty-Brown reported that in the month of July, Millcreek's Community Crime Suppression Unit had 11 arrests, 131 traffic stops, 9 stolen vehicle investigations, 1 fleeing vehicle, 11 drug investigations, 1 nuisance house investigation, and 2 warrants, assisted Magna Investigations with a search warrant, and assisted Taylorsville Police Department on a fleeing vehicle. C.C.S.U. seized a large quantity of methamphetamine, a large quantity of marijuana, 4.4 grams of heroin, 0.5 grams cocaine, 4.2 grams of fentanyl, and a large quantity of miscellaneous pills. A C.O.P. detective working with the D.E.A. task force located a pound of methamphetamine on a traffic stop. The case was turned over to the D.E.A. for further investigation and federal charges. In the month of July, Millcreek officers responded to 12 transient calls, 57 mental health related calls, 123 traffic accidents, and 28 hit and runs.

4. New Items for Subsequent Consideration
There were none.

5. Calendar of Upcoming Events

- Millcreek Community Council Mtg., 9/5/23, 6:30 p.m.
- Canyon Rim Citizens Association Mtg., 9/6/23, 7:00 p.m.
- East Mill Creek Community Council Mtg., 9/7/23, 6:30 p.m.
- Mt. Olympus Community Council Mtg., TBD
- City Council Mtg. 9/11/23 7:00 p.m.

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 7:29 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, and Mayor Silvestrini voted yes. The motion passed unanimously.

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

_____
Attest: **Elyse Sullivan, City Recorder**

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