Millcreek City Hall
3330 South 1300 East
Millcreek, Utah 84106
millcreek.us

Planning & Zoning
(801) 214-2700
planner@millcreek.us

ZM-23-001_GP-23-001

City Council Staff Report

Meeting Date: 9/11/2023

Applicant: Rigby Watts & CO (Adam Watts)

Re: Rezone from R-1-8 Zone to the C-3 Zone to accommodate a ground-up medical/dental office building on the property that will contain approximately 21,000 square feet spread over three levels. Includes a General Plan map amendment from Public/Quasi designation to City Center designation.

Property Address: 3179 South Highland Drive

Prepared By: Robert May

Scope of Decision: Discretionary. This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Council(s) and the Millcreek Planning Commission.

REQUEST AND SYNOPSIS

Background Timeline for Context

- In 2022, the Church of Jesus Christ of Latter-day Saints sold the property to Millcreek as part of a regional meetinghouse consolidation effort.
- The City transferred a portion of the property to Dominion Energy for a relocation and upgrade of a regulator station that was formerly located adjacent to Millcreek Common.
- A portion of the remainder of the land was dedicated for additional right-of-way along Woodland Avenue, and the rest was set aside for sale to a private developer, under an RFP process.
- The winning award went to a proposal for a medical/dental office building submitted by Rigby Watts and Company. This was primarily due to the low impacts generated from a medical/dental office given its proximity to a residential neighborhood just to the east of the property.
- To accommodate the proposed medical/dental office building and its characteristics, the City initiated a text amendment to the City Center Overlay Zone Bulk and Yard Regulations Chapter 19.73.060 that introduced a building stepback alternative to Commercial Single-Purpose Buildings and amended a portion of the building height map. Click here to view the adopted text amendment to CCOZ.

- The applicant is requesting a rezone from R-1-8 Zone to the C-3 Zone to accommodate a ground-up medical/dental office building on the property containing approximately 21,000 square feet spread over three levels.

- Entire property lies within the City Center Overlay (CCOZ) Zone. However, property is split into two underlying zones, where the east portion is zoned R-1-8 and the west portion is zoned C-3. Scope of the rezone places subject property under one consistent zone (C-3).

- The rezone request triggers a General Plan Map amendment which revises the Future Land Use Map designation from the Public/Quasi designation to City Center designation. Click here to view Land Use Framework categories and descriptions, and to view Future Land Use Map.

- The applicants rezone application is the second phase following the Millcreek City Council's recent approval of a text amendment to the CCOZ Bulk and Yard Regulations Chapter 19.73.060 amending a portion of the building height map and adding an alternative to the building stepback requirements.

Proposed

- As previously mentioned, the applicant proposes to construct a medical/dental office building on the property that fits into the building dimensions required by the CCOZ bulk and yard regulations seeking a twenty-foot building stepback.

- These features include more brick and stone to be used for the building's exterior materials, taller first floor ceiling heights, and that the building have a minimum of at least one entrance to the first floor and front on the street. See attached plans in the supporting documents for more details.



Figure 1 – Rendering of proposed building facing Highland Drive / Southwest View

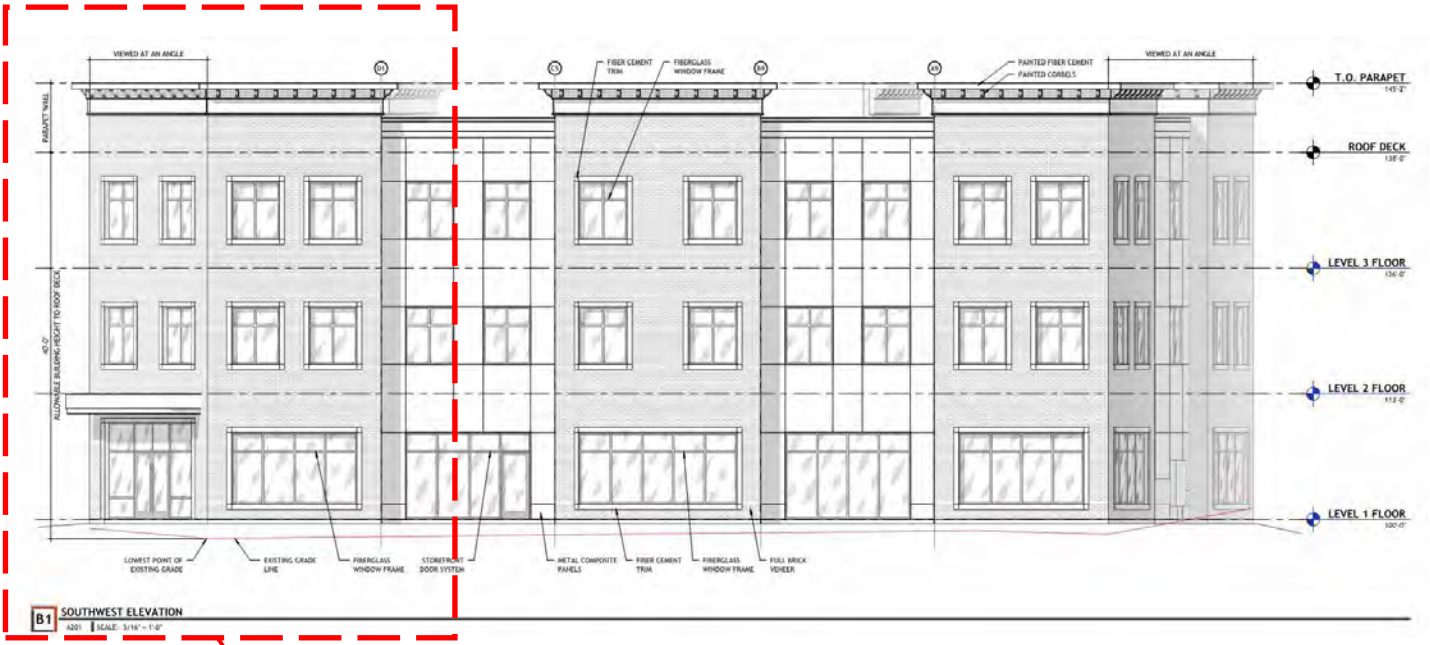




Figure 2 (Above) – Southwest Elevation Profile View

Figure 3 (Left) – Close up of Southwest Elevation Profile View

CCOZ Height Exceptions

Roof structures for the housing of elevators, stairways, ventilating fans or similar equipment required to operate and maintain the building, and fire or parapet walls, skylights, shade structures (awnings, fabric roof coverings, wood and metal open frame structures, etc.), towers (where required by City ordinances), flagpoles, chimneys, stealth wireless or television installations, theater lofts, solar panels, may be erected above the height limits prescribed in this chapter, but no space above the height limit shall be allowed for the purpose of providing additional habitable floor space. No such structures except towers and solar panels, may be located closer than 10 feet to edge of the building. The maximum increase in height for the above features shall be 14 feet. **Proposed building plans calls for an approximate 7' parapet wall**.

Figure 4 – Rendering of proposed building from rear facing west in parking lot



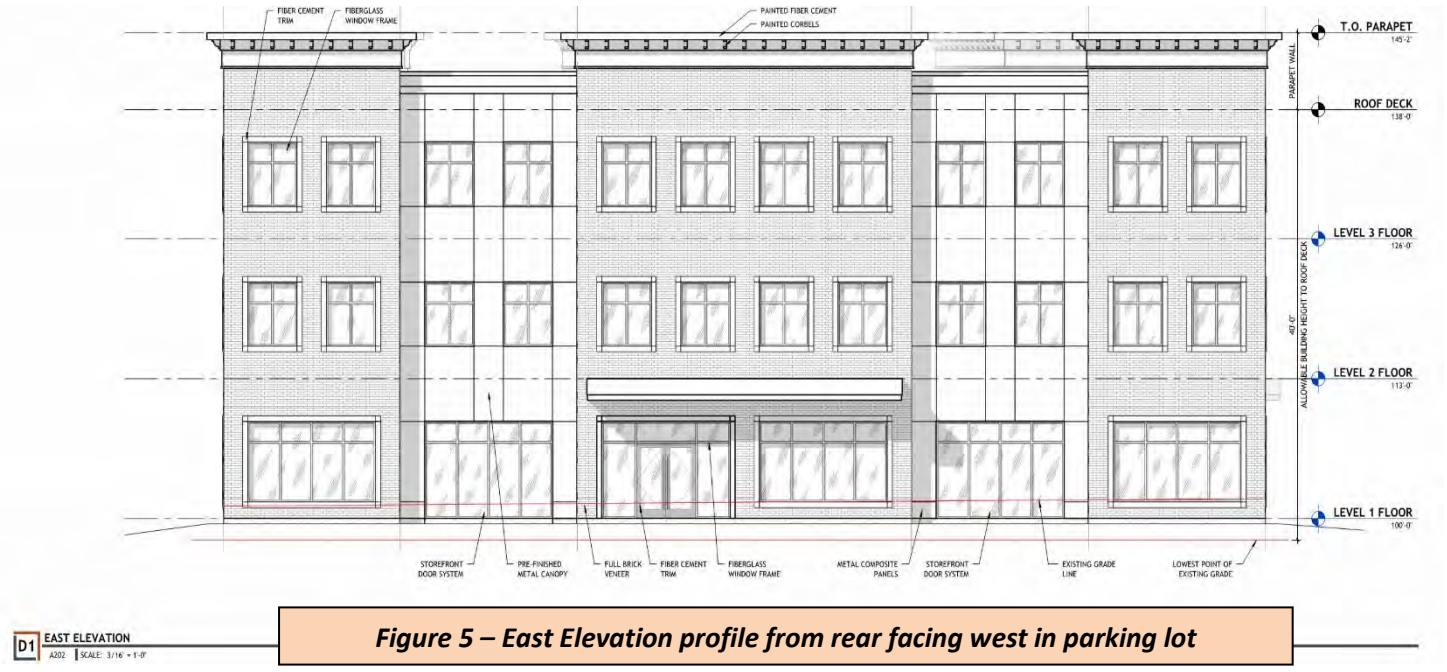
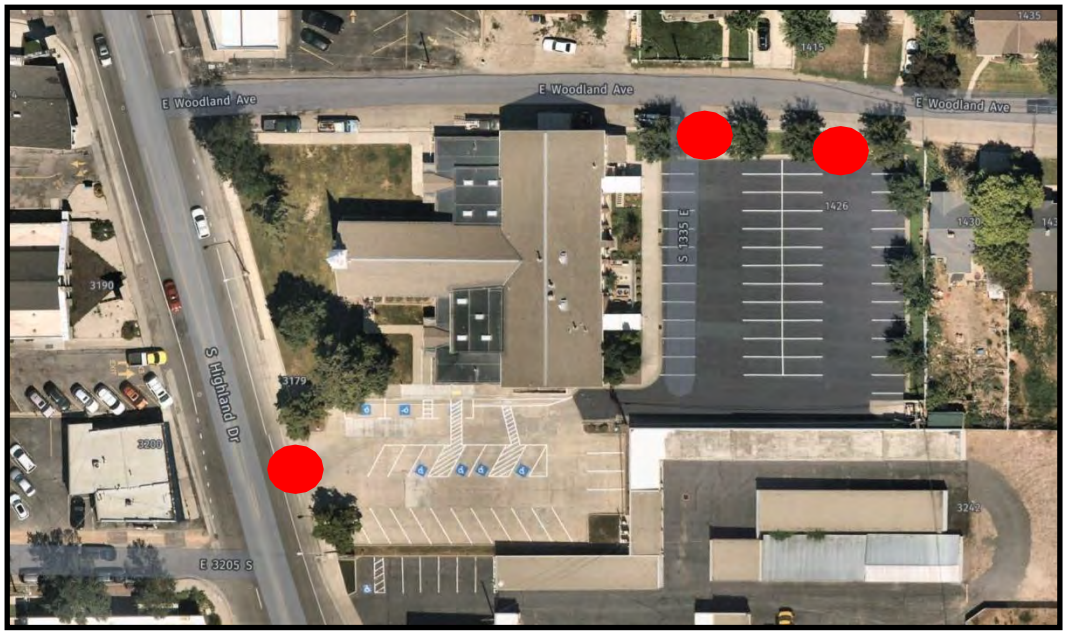


Figure 5 – East Elevation profile from rear facing west in parking lot

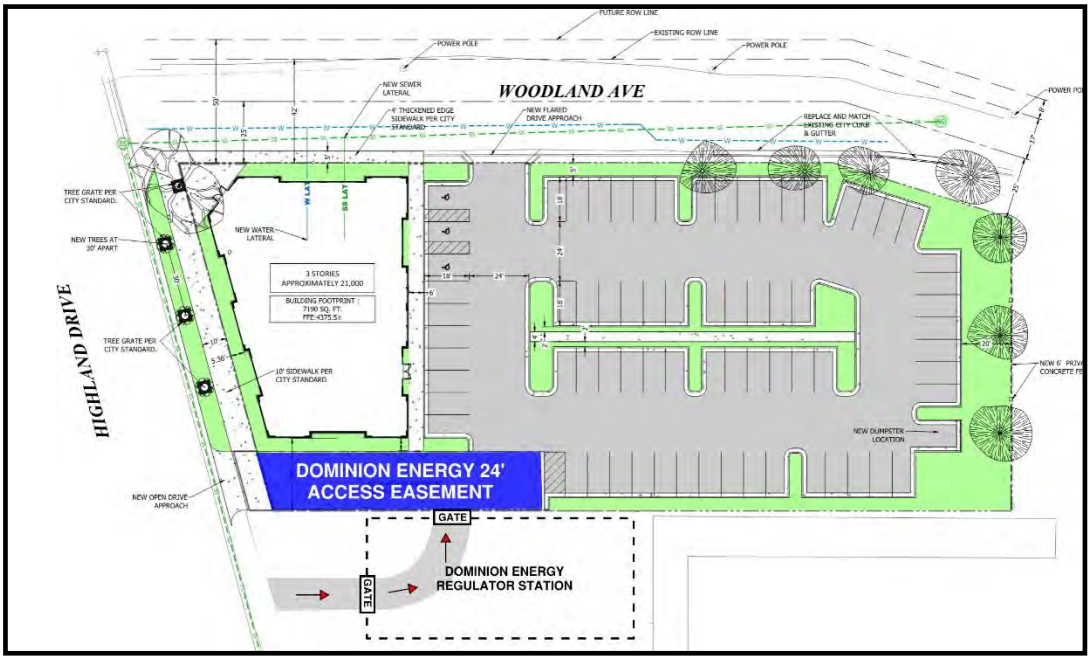
All elevation profiles and renderings can be found attached in the supporting documents.

Site Plan Evolution

The previous use as an LDS chapel consisted of three access points. Two access points off of Woodland Avenue and one access point off of Highland Drive. See aerial image below of previous church site and the access points marked with red circles.

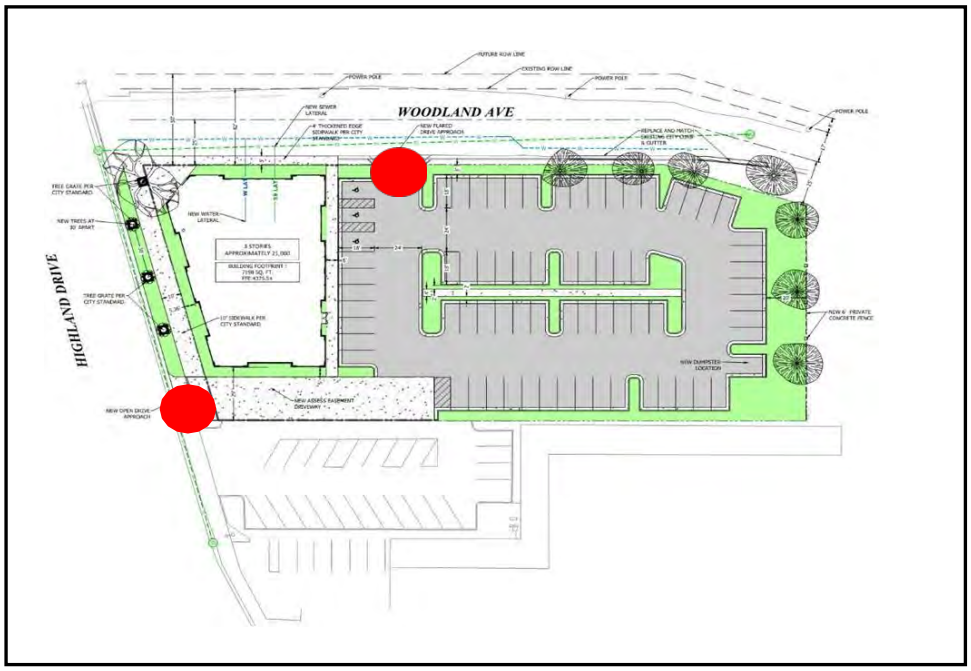


Following the purchase of the church site and demolition of the chapel, the City transferred a portion of the property to Dominion Energy for the relocation of a regulator station that was previously located next to the Millcreek Common. Included in the transfer, the City recorded a 24' wide access easement over the south portion of the church property in favor of Dominion Energy so their service vehicles could enter and exit the regulator station safely. Shortly after, a shared parking easement was negotiated between the applicant, the City and Dominion Energy allowing the City to utilize the applicants parking lot as an overflow parking lot for large events at Millcreek Common.

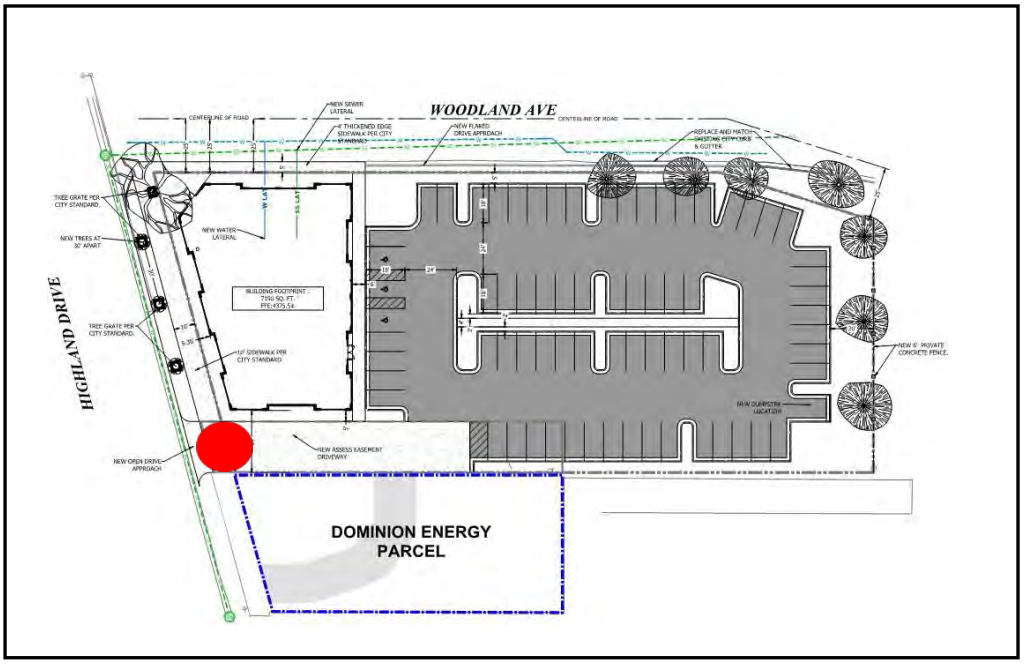


In an effort to further eliminate any impacts to the adjacent neighborhood along Woodland Avenue and to the east, the applicant revised the access points from the previously owned church site accesses by eliminating an access point from Woodland Avenue and shifted the other access further west. The Highland Drive access remained the same.

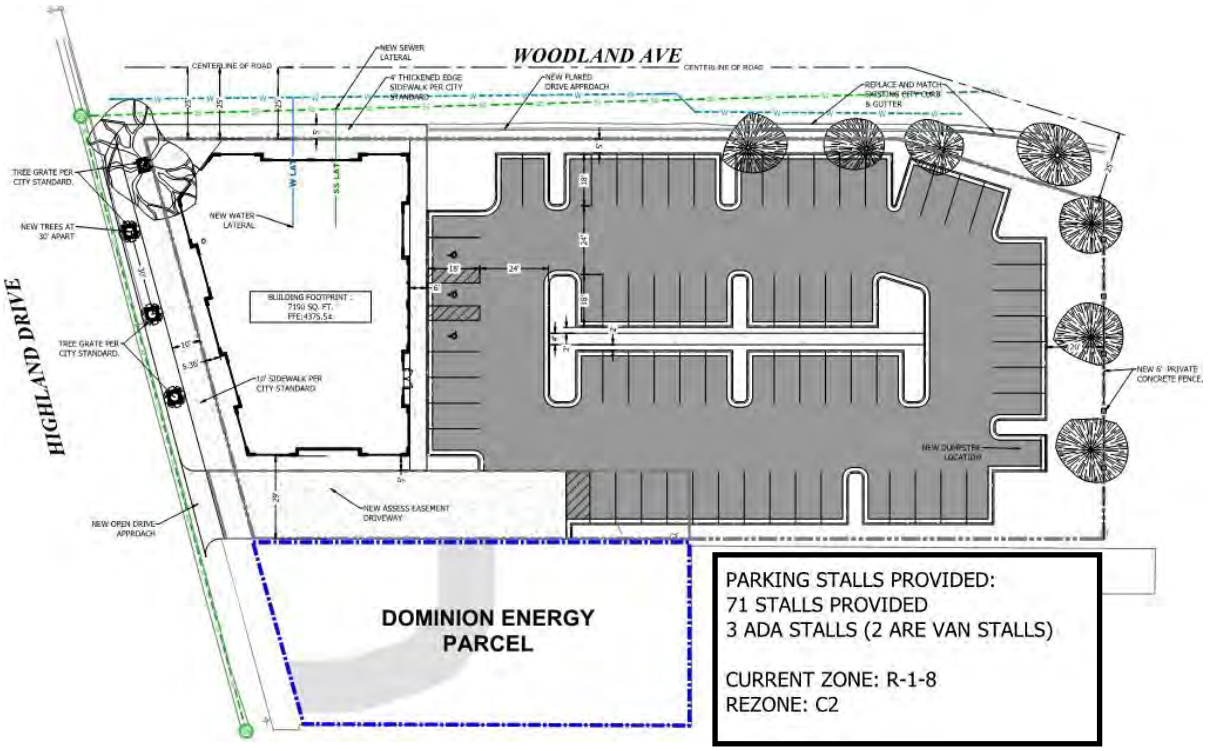
The applicants originally proposed site plan accommodating the medical/dental office building included two access points. An access from Highland Drive and an access from Woodland Avenue. See originally proposed access points below marked with red circles.



The applicant chose to further modify the medical/dental office site plan and its access points following a neighborhood meeting where residents expressed concern about potential traffic impacts onto Woodland Avenue and into their neighborhood. See applicants revised site plan below marked with red circles identifying access points to property.

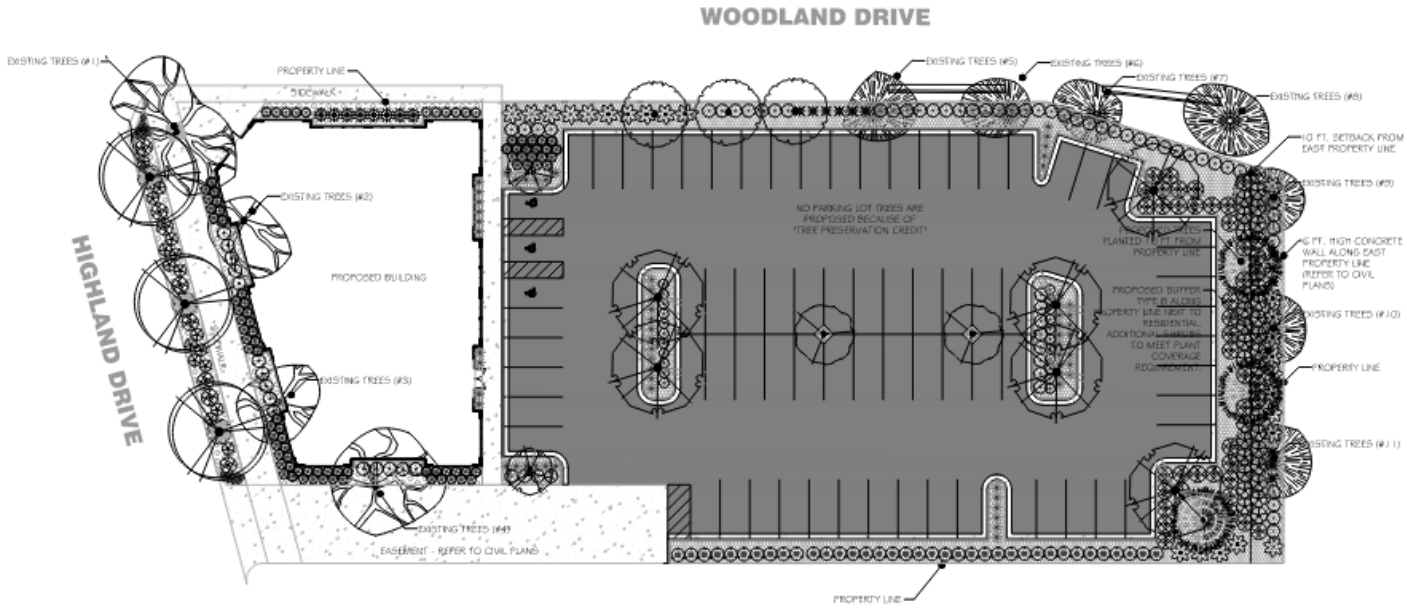


Parking



COMMERCIAL USES	
Automobile Fueling Station	1 space per 300 square feet plus 2 stacking spaces per fueling pump
Auto Repair or Service	2 spaces for each service bay
Auto Sales	1 customer parking space per 400 square feet of gross floor area in the automobile sales area or 4 parking spaces, whichever requirement is greater.
Banks	1 per 400 square feet
Hotels and Motels	1 space per room
Professional Offices	1 space per 400 square feet for the first 20,000 square feet plus 1 space per 1000 square feet excess of 20,000 square feet.
Medical, Dental, Veterinary Offices	1 space per 300 square feet
Mortuary or Funeral Home	1 per 300 square feet
Restaurants without drive through window	1 space per 150 square feet of seating area
Restaurant with a drive through window	1 space per 150 square feet of seating area plus 4 stacking spaces from place of order and 4 stacking spaces from pick up window.
Retail Sales and Shopping Centers	1 space per 300 square feet of gross floor area for the first 20,000 square feet plus 1 space per 1000 square feet of gross floor area in excess of 20,000 square feet.
Personal Service	1 per 300 square feet
INDUSTRIAL	
Manufacturing and Industrial Uses	1 space per 3 employees plus 1 space per company vehicle
Industrial Flex Center	1 space per 1,000 square feet up to 40,000 square feet, plus 1 space for each 2,000 square feet over 40,000 square feet
Warehousing	1 space per 2000 square feet of gross floor area for the first 20,000 square feet plus 1 space per 3000 square feet of gross floor area in excess of 20,000 square feet.
Self-Storage / Mini warehouse	1 per 50 units, plus 1 per 400 square feet of office area, plus 2 vehicle stacking spaces for security gate. Aisles suitable for temporary loading and unloading may be counted as required parking stalls

Landscape Plan and Tree Preservation



TREE PRESERVATION ANALYSIS

Existing Tree (number)	Caliper Size (diameter inches)	Saved Trees On Site (Caliper Size)	Saved Trees Off Site (Caliper Size)	Removed Trees On Site (Caliper Size)	Removed Trees Off Site (Caliper Size)
1	23.24		23.24		
2	23.24			23.24	
3	19.10			19.10	
4	35.01			(see note 1)	
5	14.52	14.52			
6	14.52	14.52			
7	12.10		12.10		
8	20.76		20.76		
9	3.50	3.50			
10	7.44	7.44			
11	3.96	3.96			
	177.39	**43.94**	**56.10**		
Number of Tree Credits (note 2		**22**	**28**		

Notes:
1. This tree has to be removed due to the required easement improvements beyond developers control, therefore, development is not penalized for removal.
2. Total caliper size divided by 2.

Tree Replacement Required

2	Two trees removed within 12" to 24" Caliper Size range (trees #2 & #3)
6	Replacement trees required for each tree removed within Caliper Size range
12	**Total Replacement Trees Required (2 trees x's 6)**

On Site Tree Credit/Replacement Summary

22	Saved On Site Tree Credit
12	Replacement Trees Required
10	**Tree Credit Balance (saved - replacement)**

Off Site Tree Credit/Replacement Summary

28	Saved Off Site Tree Credit
0	Replacement Trees Required
28	**Tree Credit Balance (saved - replacement)**

Total On Site & Off Site Tree Credit/Replacement Summary

10	Tree Credit Balance Remaining On Site
28	Tree Credit Balance Remaining Off Site
38	**Total On & Off Site Tree Credit Balance**

LANDSCAPE PLAN TREE SUMMARY

43.7	**Total On & Off Site Trees Required**

38.0	**Total On & Off Site Tree Credit Balance**
6.0	**Proposed Trees - Landscape Plan**
44.0	**Total Tree Credit & Proposed Trees**

The landscape plan includes more trees within the middle of the parking lot with the intent to reduce the urban heat island effect. The applicant is proposing additional trees to help enforce a landscape buffer along the east property line. Applicant agrees to install a pre-cast concrete wall along the east property line per the conditions listed in the development agreement.

Trip Generation Study

Although the medical/dental office use was originally chosen because its impacts are minimal, the applicant voluntarily paid to have a trip generation study commissioned that would evaluate the traffic impact in the immediate area, specifically the Highland Drive/Woodland Avenue intersection. The trip generation study performed by Fehr and Peers compared the proposed 21,000 square foot medical/dental office (***7,190 sf footprint***) use to the estimates used in the future greatest impact scenario which was conducted in the **2019 Highland Drive Corridor Study**. The greatest impact scenario estimated the maximum potential development possible within the City Center and surrounding area to evaluate future traffic impacts. The greatest impact scenario listed the area of interest as potentially accommodating 40 residential units and 30,000 square feet of retail. ****The area of interest also includes the Walgreens property which has approximately 14,000 square feet of ground floor retail.***

Table 2 Trip Generation Comparison

Proposed Medical Office Building									
Land Use[1]	Number of Units	Unit Type	Daily Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	New Daily Trips
Medical-Dental Office Building (720)	7,190	Square Feet	756	11%	50%	50%	337	337	674
Net Weekday Trips							337	337	674
Land Use[1]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Medical-Dental Office Building (720)	7,190	Square Feet	65	11%	79%	21%	46	12	58
Net Weekday AM Peak Hour Trips							46	12	58
Land Use[1]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	New PM Peak Hour Trips
Medical-Dental Office Building (720)	7,190	Square Feet	83	6%	30%	70%	23	55	78
Net Weekday PM Peak Hour Trips							23	55	78
Assumptions in "Greatest Impact Scenario"									
Land Use[5]	Number of Units	Unit Type	Daily Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	New Daily Trips
Multifamily Housing (221)	20	Dwelling Units	110	-	50%	50%	55	55	110
Shopping Center (820)	30,000	Square Feet	1,134	-	50%	50%	567	567	1,134
Net Weekday Trips							622	622	1,244
Land Use[5]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	New AM Peak Hour Trips
Multifamily Housing (221)	20	Dwelling Units	7	-	29%	71%	2	5	7
Shopping Center (820)	30,000	Square Feet	28	-	61%	39%	17	11	28
Net Weekday AM Peak Hour Trips							19	16	35
Land Use[5]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	New PM Peak Hour Trips
Multifamily Housing (221)	20	Dwelling Units	9	-	55%	45%	5	4	9
Shopping Center (820)	30,000	Square Feet	114	-	48%	52%	55	59	114
Net Weekday PM Peak Hour Trips							60	63	123

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 11th Edition Trip Generation Manual (ITE Manual)
2. Traffic Generated by the development accor
3. Percentage of trips Entering and Exiting the
4. Reduction due to shift to transit and shift t
5. The 10th Edition ITE Manual was used for th

SOURCE: Fehr & Peers, 2023

Table 3 Trip Generation Comparison

Scenario	Trip Generation		
	Daily	AM	PM
Future Greatest Impact Scenario	1,244	35	123
Proposed Medical Office Building	674	58	78

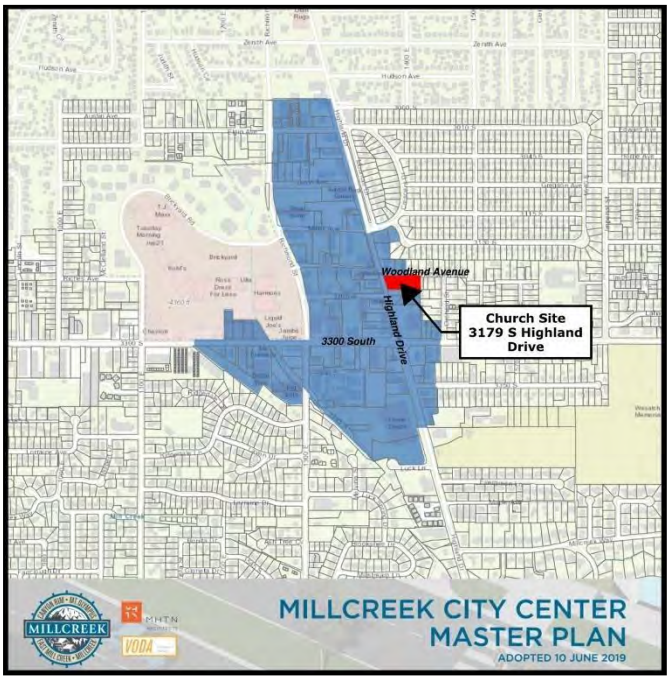
The study concluded that the proposed medical/dental office building would generate 674 weekday trips, **58 AM peak hour** trips and **78 PM peak hour** trips. When compared to the greatest impact scenario, the medical/dental office building would generate **23 more AM peak hour trips** and **45 fewer PM peak hour trips**.

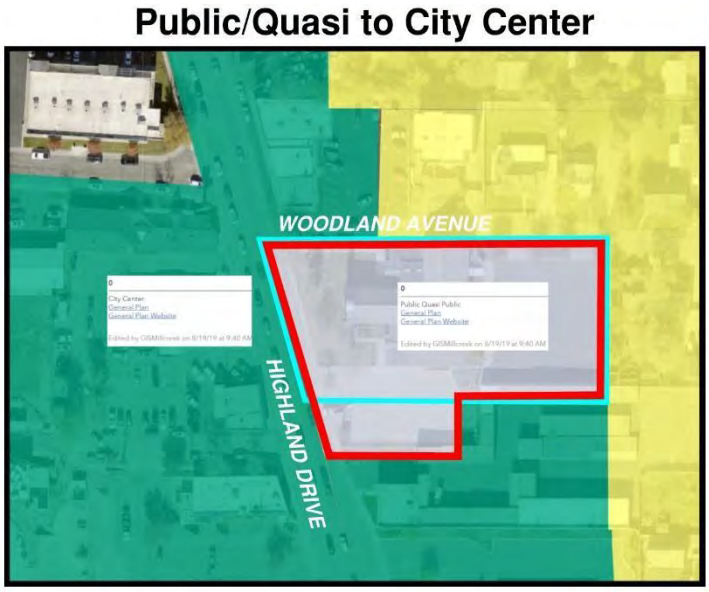
Fehr and Peers noted in their study that although the proposed medical/dental office use generated more AM trips, the 2019 Highland Drive Corridor Study concluded that the AM peak hour was not problematic and that the PM peak hour was noted as having congestion concerns. that the medical/dental office use would be less of an impact on the Highland /Woodland intersection than the greatest impact scenario.

GENERAL PLAN CONSIDERATIONS

- The location of the property was given a Public/Quasi land use designation while crafting the Millcreek Together General Plan. This was partly due to very early preliminary discussions of the site being a possible City Hall location.

- Shortly after, the property and the surrounding area was included in the boundaries of the City Center Overlay Zone creating a small area of overlap with Public/Quasi and City Center designations.





- It was determined that City Hall would be located elsewhere and the amendment to the General Plan/Future Land Use Map became pending.

- **"Millcreek's economic diversity thrives by being inviting, supporting local businesses, attracting an innovative and adaptive workforce, investing in amenities that promote a better quality of life, and encouraging a range of business sizes and types"**
  Millcreek Together General Plan, Thriving Economy, pg. 12

- **"Continue to refine, adapt, and expand the Town / City Center Overlay Zone as the City Center develops and evolves"**
  General Plan, City Center Master Plan, pg. 1.7

- **City Center Plan 3.1, Height Sensitivity/Likely Building Heights**
  City Center Master Plan, pg. 3.25

NEIGHBORHOOD MEETING

RIGBY WATTS & CO
REAL ESTATE + FINANCIAL ADVISORY + VENTURE CAPITAL

Neighborhood Meeting Summary

To: Millcreek City Council

From: Adam Watts

Date: June 9, 2023

Re: Brief summary of neighborhood meeting for a land use application petitioning the Millcreek City Council to rezone a portion of property located at 3179 South Highland Drive from the R-1-8 Zone to the C-3 Zone to accommodate a medical/dental office building.

- In summary, the majority of the attendees were pleased with the design, height and use of the proposed medical/dental building and the low impact the use would generate when compared to all other uses available at the site.

- It was a general consensus among the attendees that the impacts on Woodland Ave were concerning and that anything to help mitigate the increased impacts on Woodland Ave would be appreciated.

- Attendees residing the closest to the proposed development shared their concerns with lighting and were pleased to hear about the City's dark sky lighting requirements and that additional skirting around parking lot lights would be added, if necessary, by the developer.

- Although saddened about the removal of the trees along Highland Drive given dedication of easement area to Dominion and to push the building as far away from the residents as possible, attendees were happy to hear the developer was making efforts to preserve the trees along Woodland Ave and the east property line and that the proposed development would be adding more trees throughout the development and parking lot reducing the effect of an urban heat island.

COMMUNITY COUNCIL RECOMMENDATION

Canyon Rim Citizens Association

At their regularly scheduled community council meeting August 2, 2023, the Canyon Rim Citizens Association discussed the proposed rezone and general plan map amendment application ZM-23-001/GP-23-001. Similar to the Millcreek Community Council, most members in attendance remembered the previous text amendment application which amended the CCOZ height map and introduced an alternative to the building stepback requirements located in the bulk and yard regulations. Astonishingly, the majority of the members in attendance were more concerned with the building materials used and the parking lot which accommodated the required 70 parking spaces, regardless of the proposed project being in conformance with the code. There was very minimal concern amongst the members in attendance when asked by staff whether or not if they felt that the medical/dental office use created negative traffic impacts on Woodland Avenue, and if it was necessary to eliminate the projects access point on Woodland Avenue. **A motion was made to recommend approval of the proposed rezone application as presented, including the location of the building. No mitigation of potential traffic impacts on Woodland Avenue was mentioned. Motion passed with a vote of 6-1 with 1 abstaining.**

Millcreek Community Council

At their regularly scheduled community council meeting August 1, 2023, the Millcreek Community Council discussed the proposed rezone and general plan map amendment application ZM-23-001/GP-23-001. The majority of the members in attendance remembered the previous text amendment application which amended the CCOZ height map and introduced an alternative to the building stepback requirements located in the bulk and yard regulations. Moreover, many of the members had also attended the June 9th neighborhood meeting held on-site and discussed amongst themselves the concerns the immediate residents had regarding the proposed rezone and the medical/dental office building. The majority of the members shared similar feedback of those residents who attended the neighborhood meeting and were pleased with the building design and the direction the applicant was proposing to mitigate lighting concerns and adding more trees to replace the larger mature trees removed and to help minimize the urban heat island effect from the parking lot. Many of the members also supported the addition of a pre-cast wall to create a buffer along the east property line. While there were many discussions around whether the proposed medical/dental office negatively increased traffic impacts on Woodland Avenue and the adjacent neighborhood, the majority of the community council members in attendance did not find removing the Woodland Avenue access point for the proposed medical/dental office as being necessary. There were a couple members that thought eliminating the Woodland Avenue access point would be more problematic and create more congestion at the Highland Drive access point. A few members including the chair expressed their concerns about the City's choice to remove lanes on Highland Drive per the 2019 Highland Drive Corridor Study and asked staff what else has to happen in order for the City to re-widen Highland Drive to its previous condition. **A motion was made to recommend approval of the proposed rezone application as presented and not remove the Woodland Avenue access point. Motion passed with a vote of 6-4.**

MILLCREEK Community Council
3330 South 1300 East • Millcreek, UT 84106
Chairman: Jamie Walker

11 July 2023

To: Millcreek Planning and Zoning Comm.

Subject: ZM-23-001 / GP-23-001

The applicant, Adam Watts, is requesting a rezone of the property located on the southeast corner of Highland Drive and Woodland Ave. from R-1-8 Zone to the C-3 Zone to accommodate a ground-up medical/dental office building on the property that will contain approximately 21,000 square feet spread over three levels. The rezone request will also require a General Plan Map amendment which revises the Future Land Use Map designation from the Public/Quasi designation to City Center designation.

The zone and general plan asks for the site to be changed to City Center, not quasi public, and the C-3 zone. The proposed medical building will have 71 more parking spaces than required and more glazing. It will not have a setback from Highland Drive. Building will not have any drive-through or pick-up capacity. The developer is working with a neighbor regarding fencing. The building may be leased and/or converted to condominium units in the future.

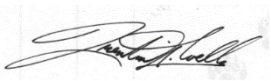
Mr. Minor, a neighbor directly to the north expressed concern about heavy traffic moving to Highland Dr. from the site and Crown Burger at the same time. Karen Stone (citizen) stated that she thinks the project is wise because of St. Mark's expansion.

Council member Jeremiah Clark asked about taxes and staff responded that part of the tax money paid by this development will be used to pay city debt. Staff member Robert May, responding to Linda Bagley Gibson's question stated that the parking will be considered shared parking after hours. He also said that a separate traffic study for this project was not needed because a previous Highland Drive traffic study addressed this issue.

A motion was made and seconded that this item be approved as written. The motion was amended to include a recommendation that the Planning Commission consider, as part of this project's approval, closing the egress completely from the parking lot to Woodland Ave. or allowing only left turn egress to Woodland Ave. to eliminate increased traffic through the adjoining neighborhood. Also to consider, if the egress to Woodland Ave. is closed, whether to place an emergency access gate on the egress of the parking lot to Woodland Ave.

The motion was passed as amended with six in favor and four opposed.

Sincerely,



Quentin Thomas Wells
for the Council

PLANNING COMMISSION RECOMMENDATION

STAFF FINDINGS

1. Staff finds the proposed rezone to accommodate a medical/dental office use to be in harmony with the comprehensive goals found in the General Plan and City Center Master Plan.

2. Staff finds that the proposed medical/dental office use are complementary to the City Center and contribute to the City's economic sustainability.

3. Staff finds that although conceptual, the proposed medical/dental office use application to be in conformance with the City Center Overlay Zone and other applicable codes, and that the proposed layout will have minimal impacts on the immediate residential neighborhood.

4. Staff finds that the proposed medical/dental office use will have minimal traffic impacts on the surrounding road network based on the Fehr and Peers trip generation study.

5. Staff finds that the proposed rezone application, including the revised site plan, accompanied with a zone condition limiting the use of the property to retail, office and medical/dental along with a development agreement with the proposed minimum development agreement conditions by staff will preserve the intent of the City to reduce impacts and compliment the City Center and Highland Drive curb appeal.

MINIMUM DEVELOPMENT AGREEMENT CONDITIONS

1. Uses on Property will be limited to retail, office, and medical/dental only.

2. Drive through uses including menu boards, outdoor speakers, and microphones, ordering windows and ordering boxes are prohibited.

3. Setbacks for the building will be substantially the same as depicted on the attached site plan in Exhibit C.

4. Vehicle access entrances will be substantially the same as depicted on the attached site plan in Exhibit C.

5. The project shall include a pre-cast concrete wall along the east property line compliant with City code. The color of the pre-cast concrete wall must be approved by the City.

6. Developer agrees to make best efforts and work with the City to preserve as many existing trees for the Property as possible.

7. Parking lot landscaping will include a minimum 4' foot wide pedestrian path as substantially depicted on the site plan in Exhibit C.

8. Developer agrees to enter into a deferral agreement with the City related to required public improvements abutting Woodland Avenue on the north side of the Property on or before certificate of occupancy of the structure to be developed and built on the Property is issued to Developer.

STAFF RECCOMENDATION

Based on staff's findings, staff is recommending to the Millcreek City Council to grant approval of the proposed rezone application ZM-23-001 and general plan map amendment GP-23-001 with the minimum development agreement conditions recommended by staff and a zone condition be placed on the property limiting the uses to retail, office, and medical/dental only.

SUPPORTING DOCUMENTS

1. **Proposed Plans**
2. **Neighborhood Meeting Summary**
3. **Draft Development Agreement**
4. **Shared Parking Easement Agreement**
5. **Fehr and Peers Trip Generation Study**
6. **August 16, 2023, Planning Commission Meeting Minutes**


MEDICAL
DENTAL
OFFICE





B1 SOUTHWEST ELEVATION

A201 | SCALE: 3/16" = 1'-0"



D1 NORTHWEST ELEVATION

A201 | SCALE: 3/16" = 1'-0"

WILFORD MEDICAL OFFICE BUILDING

3197 SOUTH HIGHLAND DRIVE
MILLCREEK CITY, UTAH

10 JULY 2023

CORE ARCHITECTURE

233 SOUTH PLEASANT GROVE BLVD.
SUITE #105
PLEASANT GROVE, UTAH 84062
PHONE: (801) 769-3000
core@coreutah.com



B1 NORTH ELEVATION

A202 | SCALE: 3/16" = 1'-0"



D1 EAST ELEVATION

A202 | SCALE: 3/16" = 1'-0"

WILFORD MEDICAL OFFICE BUILDING

3197 SOUTH HIGHLAND DRIVE
MILLCREEK CITY, UTAH

10 JULY 2023

CORE ARCHITECTURE

233 SOUTH PLEASANT GROVE BLVD.
SUITE #105
PLEASANT GROVE, UTAH 84062
PHONE: (801) 769-3000
core@coreutah.com



B1 SOUTH ELEVATION

A203 | SCALE: 3/16" = 1'-0"

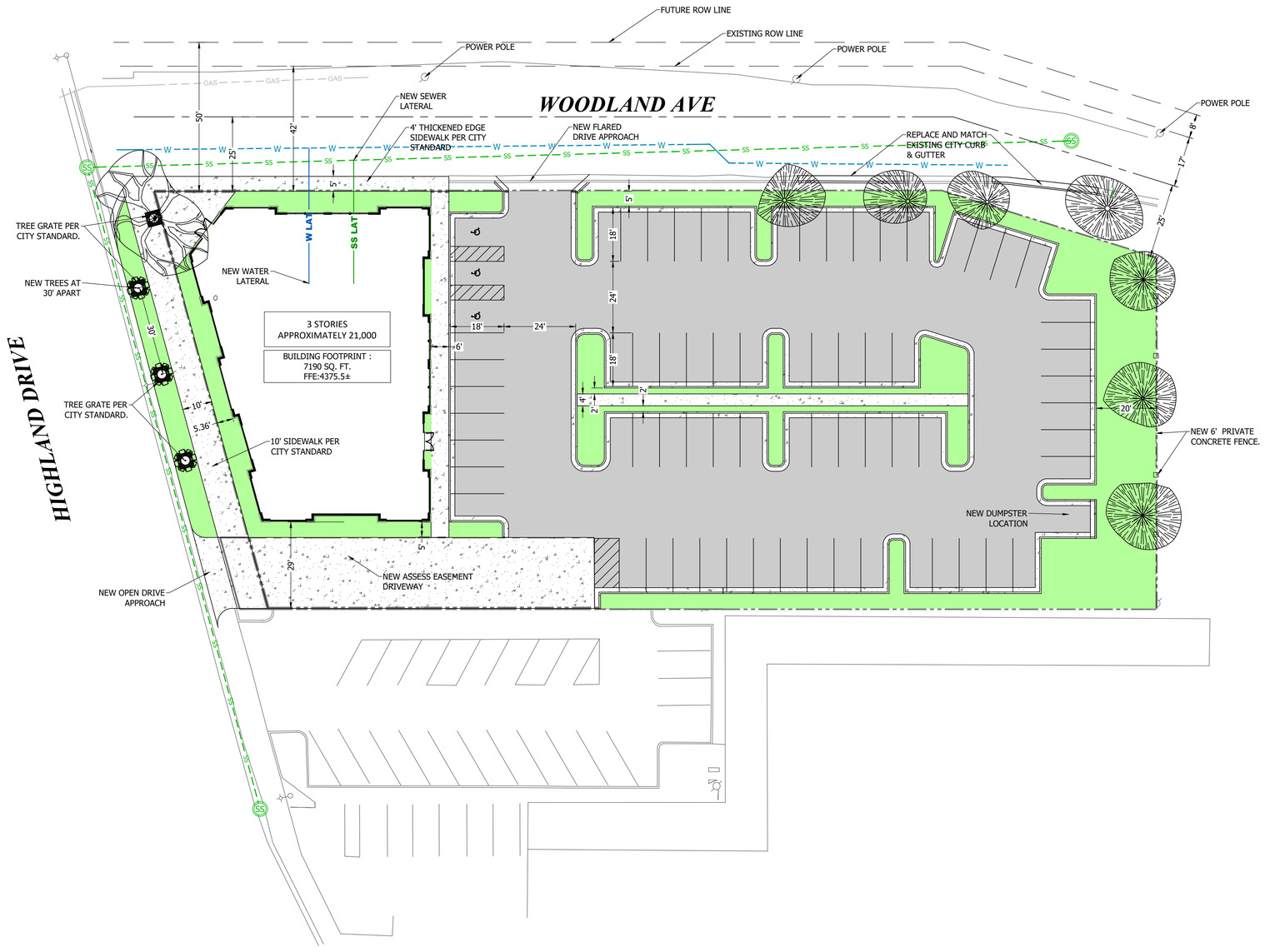
WILFORD MEDICAL OFFICE BUILDING

3197 SOUTH HIGHLAND DRIVE
MILLCREEK CITY, UTAH

10 JULY 2023

CORE ARCHITECTURE

233 SOUTH PLEASANT GROVE BLVD.
SUITE #105
PLEASANT GROVE, UTAH 84062
PHONE: (801) 769-3000
core@coreutah.com



SCALE: 1" = 20'

AREA TABULATION			
	sq.ft.	Acres	%
BUILDING	7,190	0.17	16.51%
IMPROVEMENTS	28,244	0.65	64.85%
LANDSCAPE	8,120	0.19	18.64%
TOTAL	43,554	1.00	100.00%
EASEMENT AREA	3,721	0.09	8.54%
LANDSCAPE % WITHOUT EASEMENT			20.38%

PARKING STALLS PROVIDED:
71 STALLS PROVIDED
3 ADA STALLS (2 ARE VAN STALLS)

CURRENT ZONE: R-1-8
REZONE: C2

Know what's **below.**
Call 811 **before you dig.**

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus

DEVELOPER

AJW VENTURES, INC
Contact: Adam Watts
1059 East 900 South, Suite 201
Salt Lace City, UT 84105
Phone: 801-755-9504
adam@northstarbuilders.com

PRELIMINARY NOT FOR CONSTRUCTION

3179 S. Highland Drive - Millcreek Medical

########################
LOCATED IN THE ## 1/4 OF SECTION ##, T.###., R.###., S.L.B.&M.
########## CITY, ######## COUNTY, UTAH

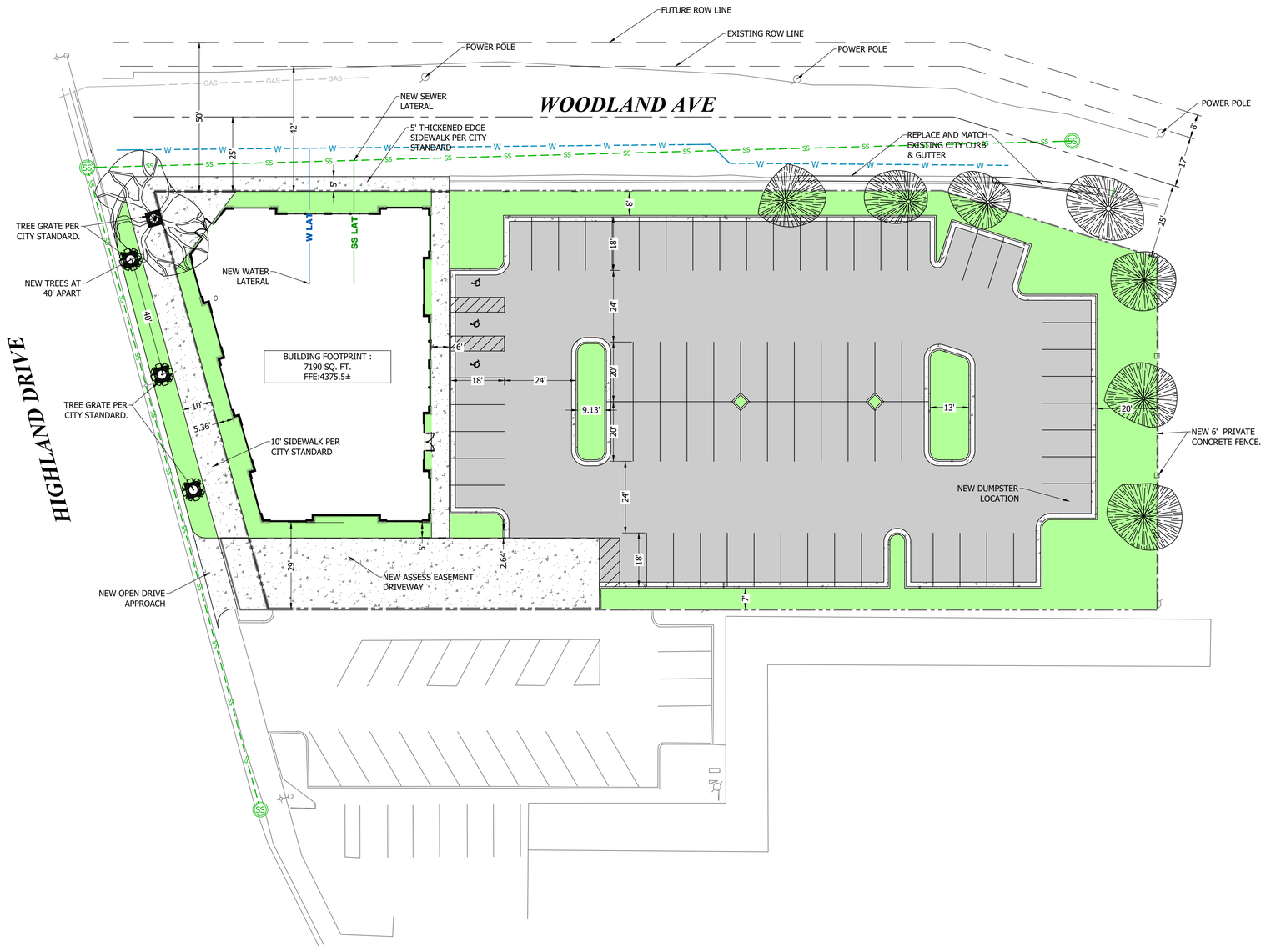
REVISIONS

DRAWN: JH	2023-05-19
APPROVED: TJ	2023-05-19
PROJECT #:	#######

SET-2119001.dwg

C400
SITE PLAN

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20 0 20 40 60

SCALE: 1" = 20'

AREA TABULATION			
	sq.ft.	Acres	%
BUILDING	7,190	0.17	16.51%
IMPROVEMENTS	27,614	0.63	63.40%
LANDSCAPE	8,900	0.20	20.43%
TOTAL	43,554	1.00	100.00%
EASEMENT AREA	3,721	0.09	8.54%
LANDSCAPE % WITHOUT EASEMENT			22.34%

PARKING STALLS PROVIDED:
73 STALLS PROVIDED
3 ADA STALLS (2 ARE VAN STALLS)

Know what's **below.**
Call 811 **before you dig.**

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus

DEVELOPER

AJW VENTURES, INC
Contact: Adam Watts
1059 East 900 South, Suite 201
Salt Lace City, UT 84105
Phone: 801-755-9504
adam@northstarbuilders.com

PRELIMINARY NOT FOR CONSTRUCTION

AJW MILLCREEK COMMERCIAL BUILDING

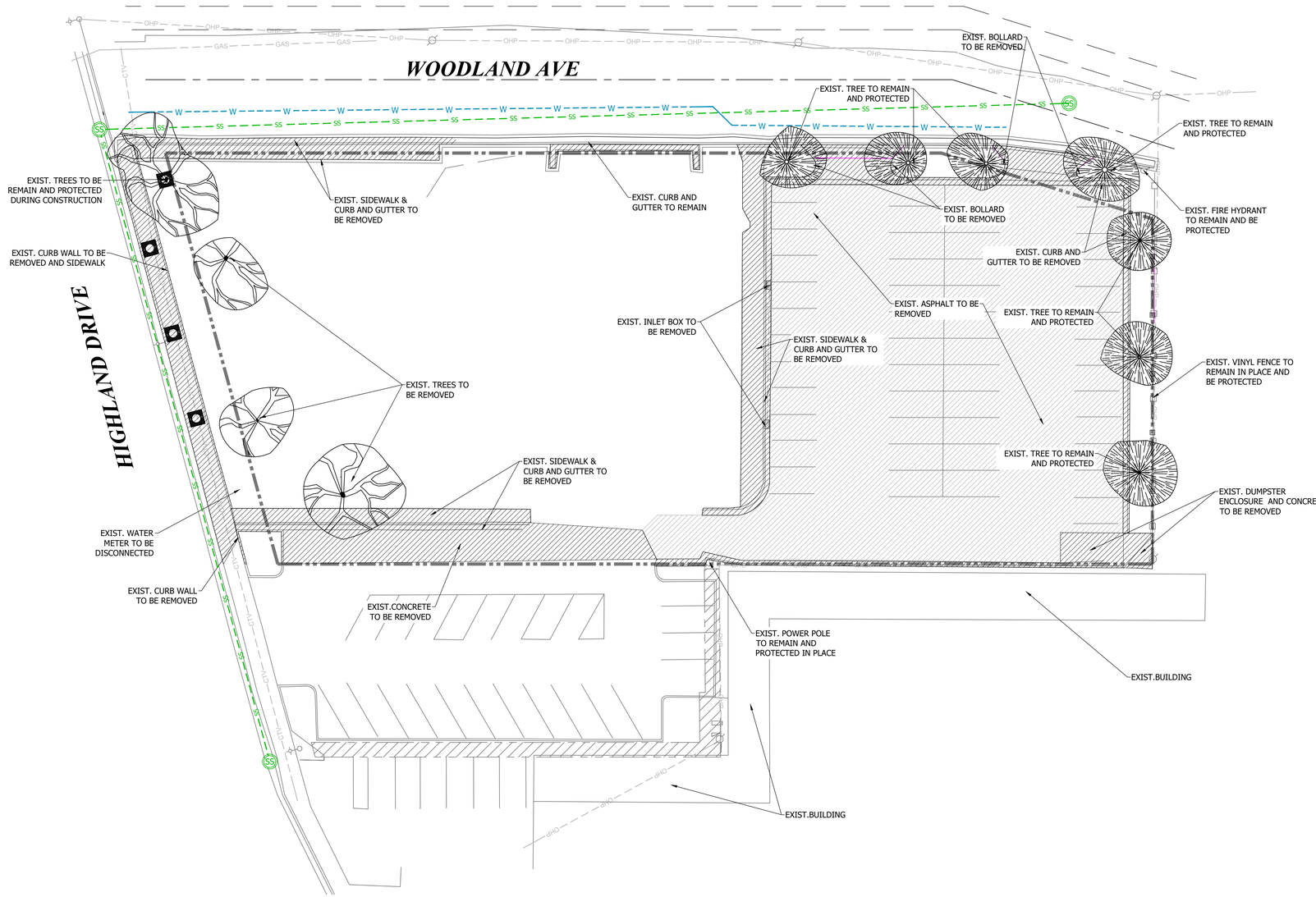
3197 SOUTH HIGHLAND DRIVE
LOCATED IN THE SW 1/4 OF SECTION 28, T.1 S., R.1 E., S.L.B.&M.
MILLCREEK CITY, SALT LAKE COUNTY, UTAH

REVISIONS

DRAWN: JH	2023-08-09
APPROVED: TJ	2023-08-09
PROJECT #:	2119001
SET-2119001.dwg	

C400
SITE PLAN

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20 0 20 40 60

SCALE: 1" = 20'

NOTES

CONTRACTOR TO FIELD VERIFY LOCATIONS OF STORM DRAIN OUTLET AND NOTIFY ENGINEER AND DISCONNECT AT MAIN AND ABANDONED PIPE IN PLACE

DEMOLITION LEGEND

- ASPHALT TO BE REMOVED
- CONCRETE TO BE REMOVED
- STRUCTURE TO BE REMOVED
- CLEAR AND GRUB
- TREES TO BE REMOVED

Know what's below. Call 811 before you dig.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus

DEVELOPER

Rigby Watts & Co.
Contact: Adam Watts
4751 South Holladay Blvd
Holladay, UT 84117
Phone: 801-755-9504
adam@rigbywatts.com

PRELIMINARY NOT FOR CONSTRUCTION

3179 S. Highland Drive - Millcreek Medical

LOCATED IN THE ## 1/4 OF SECTION ##, T.###., R.###., S.L.B.&M.
########## CITY, ######## COUNTY, UTAH

REVISIONS

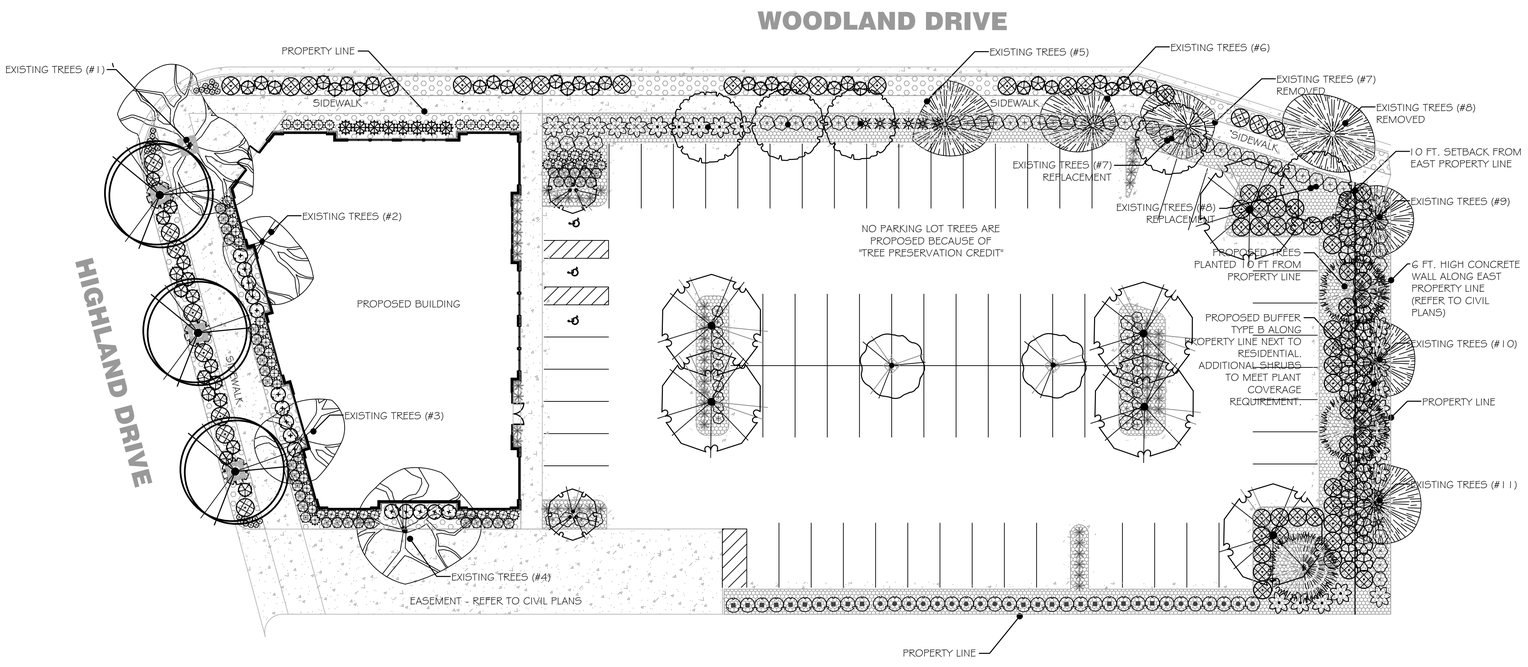
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APPROVED: TJ	2023-05-19
PROJECT #:	#######
SET-2119001.dwg	

C300

##########

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This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Foresite Design Group, LC shall be without liability to Foresite Design Group, LC.



PLANT SCHEDULE TOTAL PROJECT

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	Acer grandidentatum / Bigtooth Maple Hydro Zone 3	B & B	2"		2
	Acer tataricum / Tatarian Maple Hydro Zone 1	B & B	2"		2
	Cercis canadensis / Eastern Redbud Hydro Zone 2	B & B	2"		5
	Gleditsia triacanthos inermis `Shademaster` TM / Shademaster Locust SLC Hydro Zone 1	B & B	2"		6
	Picea pungens glauca / Colorado Blue Spruce Hydro Zone 3	B & B		6`	3
	Ulmus x 'Morton' / Accolade™ Elm	B & B	2"		3

SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Berbens thunbergii `Crimson Pygmy` / Crimson Pygmy Barberry Hydro Zone 2	5 gal	42
	Calamagrostis x acutiflora `Avalanche` / Feather Reed Grass Hydro Zone 2	2 gal	12
	Calamagrostis x acutiflora `Overdam` / Overdam Feather Reed Grass Hydro Zone 2	2 gal	22
	Caryoptens x clandonensis `Dark Knight` / Blue Mist Shrub Hydro Zone 2	5 gal	60
	Festuca ovina glauca / Blue Sheep Fescue Hydro Zone 1	2 gal	27
	Hemerocallis x `Stella de Oro` / Stella de Oro Daylily Hydro Zone 2	1 gal	35
	Juniperus horizontalis `Bar Harbor` / Bar Harbor Creeping Juniper Hydo Zone 1 - Evergreen	5 gal	70
	Mahonia aquifolium `Compacta` / Compact Oregon Grape Hydro Zone 1 - Evergreen	5 gal	8
	Mahonia repens / Creeping Mahonia Hydro Zone GV1	1 gal	11
	Miscanthus sinensis `Gracillimus` / Maiden Grass Hydro Zone 2	5 gal	17
	Miscanthus sinensis `Purpurescens` / Flame Grass Hydro Zone 2	5 gal	7
	Pennisetum alopecuroides `Little Bunny` / Little Bunny Fountain Grass Hydro Zone 2	2 gal	63
	Rhus aromatica `Autumn Amber` / Autumn Amber Sumac Hydro Zone 1	5 gal	47
	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac Hydro Zone 1	5 gal	31
	Spiraea x bumalda `Dart`s Red` / Dart`s Red Spirea Hyrdo Zone 3	5 gal	20
	Spiraea x bumalda `Golden Princess` / Golden Princess Spirea Hydro Zone 3	5 gal	15
	Spiraea x bumalda `Goldmound` / Gold Mound Spirea Hyrdo Zone 3	5 gal	17

EXISTING TREES



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

MULCHES / ROCK

	3" Depth Minimum of 1" to 2-1/2" of Colored Crushed rock (grays, whites & blacks) over dewitt pro 5 weed barrier.	4,037 sf
	3" Depth Minimum of 1" to 1-1/2" of colored crushed rock (gays, whites & blacks) over dewitt pro 5 weed barrier.	7,535 sf

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

8/13/23

LANDSCAPE CALCULATIONS SUMMARY
ON SITE LANDSCAPE PROVIDED (REFER TO SITE PLAN)
8,119 S.F. 20.40% OF PROPERTY AREA
TOTAL PROJECT LANDSCAPING (INCLUDING AREAS IN ROAD R.O.W.)
10,775 S.F.
TOTAL LANDSCAPE AREA IN WATER-WISE TURF GRASS (INCLUDING ROAD R.O.W.)
0 S.F. 0.00% OF LANDSCAPE
TOTAL AREA IN DROUGHT TOLERANT LANDSCAPE (INCLUDING R.O.W)
11,572 S.F. 100.00% OF LANDSCAPE
PERCENT OF LANDSCAPE PLANT MATERIAL AREA VALUE COVERAGE (EXCLUDES TURF GRASS)
191.30% BASED ON "WATER-WISE PLANTS", WITH TREES CALC.
75.02% BASED ON "WATER-WISE PLANTS", WITHOUT TREES CALC.
PERCENT OF DROUGHT TOLERANT PLANTS (EXCLUDES TURF GRASS)
88.29% BASED ON WATER CONSERVING PLANT LIST
PERCENT OF LANDSCAPE AREA OF LIVE PLANT COVERAGE (INCLUDES TURF GRASS)
191.30% WITH TREES CALCULATED
75.02% WITHOUT TREES CALCULATED (75% MINIUM REQUIRED)
REQUIRED HIGHLAND DRIVE STREET TREES (Excluding easement access)
4.0 TREES 120 FT DIV.BY 30
PROVIDED HIGHLAND DRIVE STREET TREES
4 TREES (INCLUDES 1 EXISTING)
REQUIRED WOODLAND DRIVE STREET TREES
11.3 TREES 339 FT DIV.BY 30
PROVIDED WOODLAND DRIVE STREET TREES
7 TREES (2 EXISTING TREES)
REQUIRED BUILDING PERIMETER TREES
8.7 TREES 346 BLDG. LINEAR FOOTAGE DIV.BY 40
PROVIDED BUILDING PERIMETER TREES
0 TREES
REQUIRED BUILDING PERIMETER SHRUBS
34.6 SHRUBS 346 BLDG. LINEAR FOOTAGE DIV.BY 10
PROVIDED BUILDING PERIMETER SHRUBS
96 SHRUBS
REQUIRED EAST PROPERTY LINE BUFFER/SCREENING TREES
4.7 TREES 118 LINEAR FOOTAGE DIV.BY 25
PROVIDED EAST PROPERTY LINE BUFFER/SCREENING TREES
5 TREES (3 EXISTING)
REQUIRED EAST PROPERTY LINE BUFFER/SCREENING SHRUBS
23.5 SHRUBS 118 LINEAR FOOTAGE DIV.BY 5
PROVIDED EAST PROPERTY LINE BUFFER/SCREENING SHRUBS
24 SHRUBS

TREE PRESERVATION ANALYSIS

Existing Tree (number)	Caliper Size (diameter inches)	Saved Trees On Site (Caliper Size)	Saved Trees Off Site (Caliper Size)	Removed Trees On Site (Caliper Size)	Removed Trees Off Site (Caliper Size)
1	23.24		23.24		
2	23.24			23.24	
3	19.10			19.10	
4	35.01			(see note 1)	
5	14.52	14.52			
6	14.52	14.52			
7	12.10		12.10		
8	20.76		20.76		
9	3.50	3.50			
10	7.44	7.44			
11	3.96	3.96			
	177.39	**43.94**	**56.10**		
Number of Tree Credits (note 2		**22**	**28**		

Notes:
1. This tree has to be removed due to the required easement improvements beyond developers control, therefore, development is not penalized for removal.
2. Total caliper size divided by 2.

Tree Replacement Required

2	Two trees removed within 12" to 24" Caliper Size range (trees #2 & #3)
6	Replacement trees required for each tree removed within Caliper Size range
12	**Total Replacement Trees Required (2 trees x's 6)**

On Site Tree Credit/Replacement Summary

22	Saved On Site Tree Credit
12	Replacement Trees Required
10	**Tree Credit Balance (saved - replacement)**

Off Site Tree Credit/Replacement Summary

28	Saved Off Site Tree Credit
0	Replacement Trees Required
28	**Tree Credit Balance (saved - replacement)**

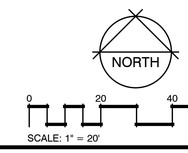
Total On Site & Off Site Tree Credit/Replacement Summary

10	Tree Credit Balance Remaining On Site
28	Tree Credit Balance Remaining Off Site
38	**Total On & Off Site Tree Credit Balance**

LANDSCAPE PLAN TREE SUMMARY

43.7	**Total On & Off Site Trees Required**

38.0	**Total On & Off Site Tree Credit Balance**
6.0	**Proposed Trees - Landscape Plan**
44.0	**Total Tree Credit & Proposed Trees**





NO.	REVISIONS	BY	DATE
1	PER UPDATED SITE PLAN & CITY COMMENTS	DCM	8/10/23
2	RELOCATE TREE PER CITY COMMENT	DCM	8/22/23

PROJECT PROFESSIONAL: DCM DESIGNER: DCM

Foresite Design Group, L.C.
PLANNING, LANDSCAPE ARCHITECTURE & SITE DESIGN SERVICES
13892 ARROW CREEK DRIVE
DRAPER, UTAH 84020
PHONE: 801.641.7464
www.foresitedesigngroup.com

3179 S. HIGHLAND DRIVE LANDSCAPE PLAN

3179 S. HIGHLAND DR. MILLCREEK, UTAH

LICENSED LANDSCAPE ARCHITECT
DAN C. MATTA
No. 106248
8/22/23

SHEET: **L-1**

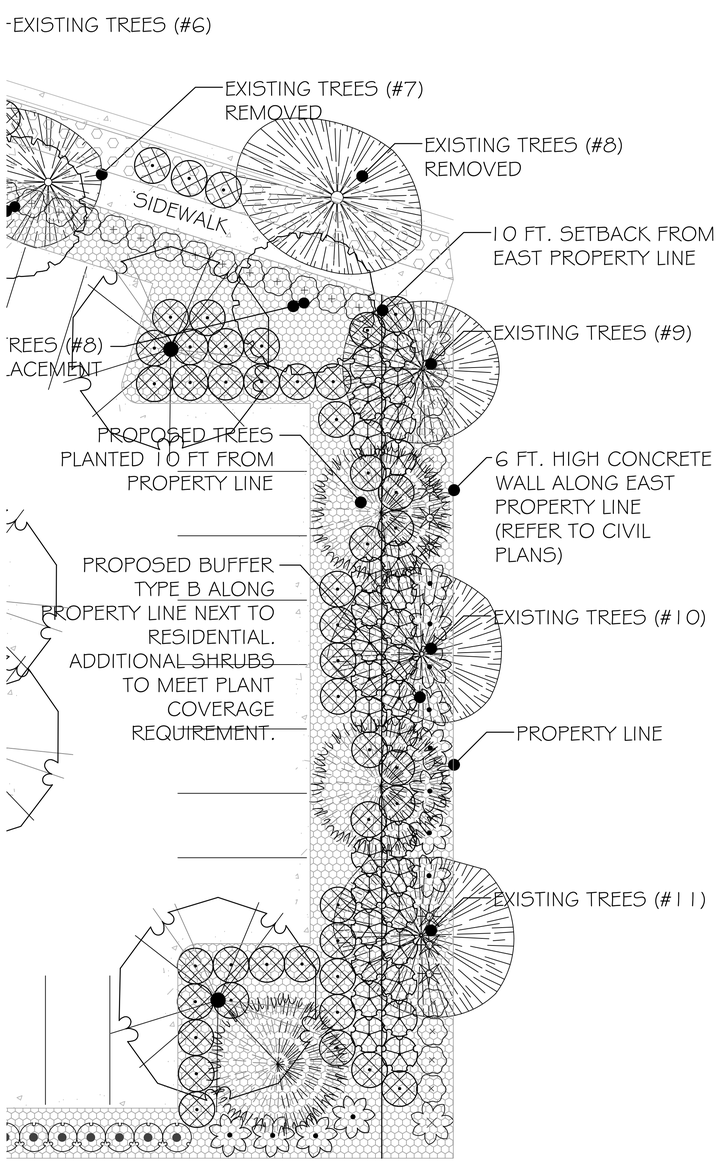
FILE NAME: FDG-294 | SCALE: 1"=20'

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PLANT SCHEDULE EAST PROPERTY LINE SCREEN

SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Calamagrostis x acutiflora `Avalanche` / Feather Reed Grass Hydro Zone 2	2 gal	6
	Caryoptens x clandonensis `Dark Knight` / Blue Mist Shrub Hydro Zone 2	5 gal	8
	Miscanthus sinensis `Gracillimus` / Maiden Grass Hydro Zone 2	5 gal	8
	Miscanthus sinensis `Purpurescens` / Flame Grass Hydro Zone 2	5 gal	2

REQUIRED EAST PROPERTY LINE BUFFER/SCREENING TREES
4.7 TREES 118 LINEAR FOOTAGE DIV.BY 25
PROVIDED EAST PROPERTY LINE BUFFER/SCREENING TREES
5 TREES (3 EXISTING)
REQUIRED EAST PROPERTY LINE BUFFER/SCREENING SHRUBS
23.5 SHRUBS 118 LINEAR FOOTAGE DIV.BY 5
PROVIDED EAST PROPERTY LINE BUFFER/SCREENING SHRUBS
24 SHRUBS



EAST PROPERTY LINE SCREEN

PLANT SCHEDULE TOTAL PROJECT

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	Acer grandidentatum / Bigtooth Maple Hydro Zone 3	B & B	2"		2
	Acer tataricum / Tatarian Maple Hydro Zone 1	B & B	2"		2
	Cercis canadensis / Eastern Redbud Hydro Zone 2	B & B	2"		5
	Gleditsia triacanthos inermis `Shademaster` TM / Shademaster Locust SLC Hydro Zone 1	B & B	2"		6
	Picea pungens glauca / Colorado Blue Spruce Hydro Zone 3	B & B		6`	3
	Ulmus x 'Morton' / Accolade™ Elm	B & B	2"		3

SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Berbens thunbergii `Crimson Pygmy` / Crimson Pygmy Barberry Hydro Zone 2	5 gal	42
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	Calamagrostis x acutiflora `Overdam` / Overdam Feather Reed Grass Hydro Zone 2	2 gal	22
	Caryoptens x clandonensis `Dark Knight` / Blue Mist Shrub Hydro Zone 2	5 gal	60
	Festuca ovina glauca / Blue Sheep Fescue Hydro Zone 1	2 gal	27
	Hemerocallis x `Stella de Oro` / Stella de Oro Daylily Hydro Zone 2	1 gal	35
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EXISTING TREES

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

TREE DRIP LINE (TYP.)

MULCHES / ROCK

	3" Depth Minimum of 1" to 2-1/2" of Colored Crushed rock (grays, whites & blacks) over dewitt pro 5 weed barrier.	4,037 sf
	3" Depth Minimum of 1" to 1-1/2" of colored crushed rock (gays, whites & blacks) over dewitt pro 5 weed barrier.	7,535 sf

NOTES:
1. SEE SHEET L-2 FOR LANDSCAPE NOTES AND DETAILS.
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10. TREES IN THE PUBLIC RIGHT OF WAY SHALL NOT BE PLANTED OR REMOVED WITHOUT THE APPROVAL OF THE ZONING ADMINISTRATOR AND URBAN FORESTER.
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12. REFER TO CIVIL PLANS FOR EXISTING BUILDINGS AND FACILITIES TO BE REMOVED/DEMOLISHED.

NORTH

0 10 20 30 feet
SCALE: 1" = 10'

CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1 800 662 4111

NO.	REVISIONS	BY	DATE
1	PER UPDATED SITE PLAN & CITY COMMENTS	DCM	8/10/23
2	RELOCATE TREE PER CITY COMMENT	DCM	8/22/23

PROJECT PROFESSIONAL: DCM
DESIGNER: DCM

Foresite Design Group, L.C.
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3179 S. HIGHLAND DRIVE
EAST PROPERTY LINE LANDSCAPE PLAN
3179 S. HIGHLAND DR. MILLCREEK, UTAH

LICENSED LANDSCAPE ARCHITECT
DAN C. MATTA
No. 106248
8/22/23

SHEET: L-2
FILE NAME: FDG-294
SCALE: 1"=10'

PLANTING NOTES:

1. LANDSCAPE BIDS MUST BE IN A DETAILED UNIT PRICE FORMAT SHOWING COST BREAKDOWN OF ALL LANDSCAPE ELEMENTS. ANY ELEMENT MAY BE ADDED OR DELETED BY THE LANDSCAPE ARCHITECT OR OWNER. CONTRACTOR COMPENSATION WILL BE ADJUSTED ACCORDING TO THE UNIT PRICE BIDS. ANY SUBSTITUTION MUST BE BY LANDSCAPE ARCHITECT APPROVAL. LANDSCAPE ARCHITECT OR OWNER WITHOUT JUSTIFICATION MAY DISALLOW BIDS AND SELECT CONTRACTOR REGARDLESS OF BID FIGURES. THE SELECTED CONTRACTOR MUST CONTACT THE OWNER'S CONSTRUCTION REPRESENTATIVE BEFORE BEGINNING CONSTRUCTION TO SCHEDULE A PRE CONSTRUCTION MEETING. CONTRACTOR OR SUBCONTRACTORS PARTICIPATION IN CONSTRUCTION OF THIS PLAN MUST BE LICENSED BY THE STATE OF UTAH FOR THE TYPE OF WORK BEING PERFORMED.

2. CODES, LAWS, REGULATIONS, AND PERMITS BY FEDERAL, STATE, COUNTY AND CITY AGENCIES FOR DESIGN CONCEPT, MATERIALS AND WORKMANSHIP MUST BE RESEARCHED AND SATISFIED BY THE CONTRACTOR. REPORT ANY PROBLEMS OR REQUIREMENTS TO THE LANDSCAPE ARCHITECT. THE CONTRACTOR MUST VERIFY THE REGULATIONS FOR AND SECURE ANY PERMITS BEFORE BEGINNING CONSTRUCTION. THE COST FOR THE PERMIT FEES MAY BE SUBMITTED TO THE OWNER FOR REIMBURSEMENT. CALL BLUE STAKES AND REFER TO DRAINAGE AND CIVIL PLANS BEFORE ANY TRENCHING OR EXCAVATION.

3. CONSTRUCTION SAFETY AND CLEANUP MUST MEET OSHA STANDARDS AT ALL TIMES. ALL CONTRACTORS MUST HAVE ADEQUATE LIABILITY, PERSONNEL INJURY AND PROPERTY DAMAGE INSURANCE. CLEAN UP MUST BE PERFORMED DAILY, AND ALL HARDSCAPE ELEMENTS MUST BE WASHED FREE OF DIRT AND MUD ON FINAL CLEAN UP. CONSTRUCTION MUST OCCUR IN A TIMELY MANNER.

4. LANDSCAPE PLANS AND DETAIL DRAWINGS ARE SCHEMATIC ONLY, DISCREPANCIES MAY EXIST, INCLUDING BUT NOT LIMITED TO BUILDING LOCATION, PROPERTY LINES, ANY DIMENSIONS SPECIFIED OR IMPLIED. THE CONTRACTOR WILL BE REQUIRED TO ADJUST PLANS AS NECESSARY TO RETAIN CONCEPT INTEGRITY. CONTACT LANDSCAPE ARCHITECT IF DISCREPANCIES EXIST.

5. PLANT MATERIAL EXCAVATION. CALL BLUE STAKE AND MAKE REFERENCE TO DRAINAGE AND CIVIL PLANS BEFORE EXCAVATION FOR PLANT MATERIAL. ALL HOLES MUST ALLOW FOR A MINIMUM OF TWELVE (12) INCHES OF SPECIFIED PLANTING MIX BACKFILL MATERIAL ON ALL SIDES OF ROOT BALL FOR SHRUBS, AND 3X BALL DIAMETER FOR TREES.

6. PLANT MATERIAL BACKFILL MUST BE A WELL MIXED COMBINATION OF 1/3 NATIVE SOIL, 1/3 TOPSOIL, AND 1/3 ORGANIC COMPOSTED MATERIAL. DEEP WATER ALL PLANT MATERIAL IMMEDIATELY AFTER PLANTING. ADD BACKFILL MATERIAL TO DEPRESSIONS AS NECESSARY.

7. SOIL AMENDING SHALL INCLUDE COMPOSTED ORGANIC MATERIAL TO BE ADDED AT A RATE OF THREE CUBIC YARDS PER 1000 SQUARE FEET. TILL INTO THE SUBGRADE SOIL PRIOR TO PLACING TOPSOIL. TILL AMENDMENTS IN TO A DEPTH OF 6". ALL SOD AREAS SHALL HAVE THE SOIL AMENDED.

8. TOP SOIL MUST BE A PREMIUM QUALITY DARK SANDY LOAM, FREE OF ROCKS, CLODS, ROOTS, AND PLANT MATTER. THE TOPSOIL SHALL BE EVENLY SPREAD AND SMOOTH GRADED ON A CAREFULLY PREPARED AMENDED SUBGRADE. TOPSOIL SHALL BE SPREAD TO A DEPTH OF FIVE INCHES (5") IN ALL SOD AND SHRUB AREAS.

9. SOD MUST BE PREMIUM QUALITY, ULTRA GREEN, EVENLY CUT, ESTABLISHED, HEALTHY, WEED AND DISEASE FREE, AND FROM AN APPROVED SOURCE. SOD MUST BE DELIVERED AND LAID IMMEDIATELY AFTER CUTTING. SOD MUST BE LAID WITH NO GAPS BETWEEN PIECES ON A CAREFULLY PREPARED TOPSOIL LAYER. THE LAID SOD MUST BE IMMEDIATELY WATERED AFTER INSTALLATION. ANY BURNED AREAS WILL REQUIRE REPLACEMENT. ADJUST SPRINKLER SYSTEM TO ASSURE HEALTHY GREEN SURVIVAL OF THE SOD WITHOUT WATER WASTE.

10. MULCH OVER DEWITT PRO 5 WEED BARRIER WILL BE REQUIRED IN ALL LANDSCAPE BEDS FOR SHRUBS, PERENNIALS, AND ANNUALS. SEE PLANS FOR MULCH TYPES. MULCH SHALL BE EVENLY SPREAD ON A CAREFULLY PREPARED GRADE TO THE MINIMUM NOTED DEPTH. THE TOP OF ALL AREAS OF MULCH SHALL BE AT THE GRADE OF THE ADJACENT CURB, WALK, OR EDGE OF PAVEMENT.

11. FERTILIZER FOR SOD AREAS SHALL BE PELLETIZED, N-P-K AS APPROVED BY LANDSCAPE ARCHITECT FOR SEASONAL ADJUSTMENT. USE 20 LBS PER 5,000 SQUARE FEET OR AS PER MANUFACTURER'S SPECIFICATIONS. SPREAD EVENLY ON A CAREFULLY PREPARED TOPSOIL LAYER JUST PRIOR TO LAYING SOD.

12. TREE STAKING AND GUYING SHALL BE ON AN AS NEEDED BASIS ONLY. THE CONTRACTOR SHALL DETERMINE STAKING NEEDS DEPENDENT ON THE SITE SOIL CONDITIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE GUYING AND STAKING IN A TIMELY MANNER ONCE STAKED TREES HAVE TAKEN ROOT. NO STAKING SHALL REMAIN BEYOND A REASONABLE TIME FOR ROOT PENETRATION AND STABILIZATION.

13. TREE WRAPPING MAY BE USED TO PROTECT YOUNG TREES FROM WINTER DAMAGE. TREE WRAPS SHALL ONLY BE INSTALLED IN THE FALL. IF THE CONTRACTOR INSTALLS WRAPS FOR TREE PROTECTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROMPTLY REMOVE WRAPS THE FOLLOWING SPRING.

14. LANDSCAPE MAINTENANCE MUST BE PERFORMED BY THE LANDSCAPE CONTRACTOR DURING ESTABLISHMENT (30 DAYS AFTER FINAL ACCEPTANCE OF ENTIRE PROJECT). RESPONSIBILITIES INCLUDE WEED CONTROL AND MOWING. NOTIFY OWNER AND CONSTRUCTION REPRESENTATIVE WHEN ESTABLISHMENT PERIOD HAS ENDED TO INSURE ONGOING MAINTENANCE. THE OWNER IS RESPONSIBLE FOR LANDSCAPE MAINTENANCE AND UPKEEP ONCE ESTABLISHMENT PERIOD HAS EXPIRED.

15. ALL PLANT MATERIAL AND LANDSCAPE ELEMENTS WILL BE GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE. ANY ITEMS THAT ARE NOT FIRST CLASS PREMIUM QUALITY WILL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER. ANY PLANT MATERIAL THAT IS NOT PREMIUM QUALITY OR APPEARS STRESSED IN ANY WAY DURING THE GUARANTEE PERIOD MAY REQUIRE REPLACEMENT. THE CONTRACTOR MUST SCHEDULE A PRE AND POST GUARANTEE MEETING WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION. FAILURE TO DO SO WILL MEAN THE OFFICIAL GUARANTEE PERIOD HAS NOT BEEN ACTIVATED OR DE-ACTIVATED.

16. SUBMITTALS OF ALL LANDSCAPE MATERIALS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK. PROVIDER INFORMATION AND SAMPLES SHALL BE SUBMITTED OF ANY GRAVEL OR WOOD MULCHES. NURSERY STOCK SUBMITTAL SHALL INCLUDE PROVIDER INFORMATION WITH A LIST OF PLANT MATERIALS BEING PROVIDED BY THE NURSERY.

17. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES LISTED ON THE PLANS AND THE AVAILABILITY OF ALL PLANT MATERIALS IN THEIR SPECIFIC SIZES PRIOR TO SUBMITTING A BID. THE CONTRACTOR MUST NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO SUBMITTING A BID IF THE CONTRACTOR DETERMINES A QUANTITY DEFICIENCY OR AVAILABILITY PROBLEM WITH SPECIFIED MATERIAL.

18. SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION CONSTRUCTION SHALL BE THE 2007 APWA "MANUAL OF STANDARD SPECIFICATIONS".

19. ALL LANDSCAPE MATERIAL SHALL BE FULLY IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM (DESIGN BUILD). IRRIGATION DESIGN SHALL BE APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

20. HERBICIDES: EPA REGISTERED AND APPROVED, OF TYPE RECOMMENDED BY MANUFACTURE. PRE-EMERGENT HERBICIDE SHALL BE USED PRIOR TO MULCH PLACEMENT.

21. SOIL AMENDMENTS AND WEED CONTROL: APPLY ROUNDUP OR EQUAL TO WEEDS IN THE PROJECT AREAS. APPLY HERBICIDE, WHILE PLANTS ARE GROWING IN A VIGOROUS STATE FOR BEST RESULTS. AFTER THREE (3) DAYS REPEAT APPLICATION OF HERBICIDE TO WEEDS THAT ARE STILL ALIVE AND REPEAT UNTIL WEEDS HAVE BEEN KILLED. AFTER WEEDS HAVE BEEN CONTROLLED, ADD SOIL AMENDMENT AND FERTILIZERS AS REQUIRED BY TOP SOIL ANALYSIS AND SPECIFICATIONS. INCORPORATE AMENDMENTS AS PER MANUFACTURER'S SPECIFICATIONS INTO PLANTING AREAS TO A MINIMUM OF FOUR (4") INCH DEPTH. PRE-EMERGENT HERBICIDE SHALL BE USED PRIOR TO MULCH PLACEMENT

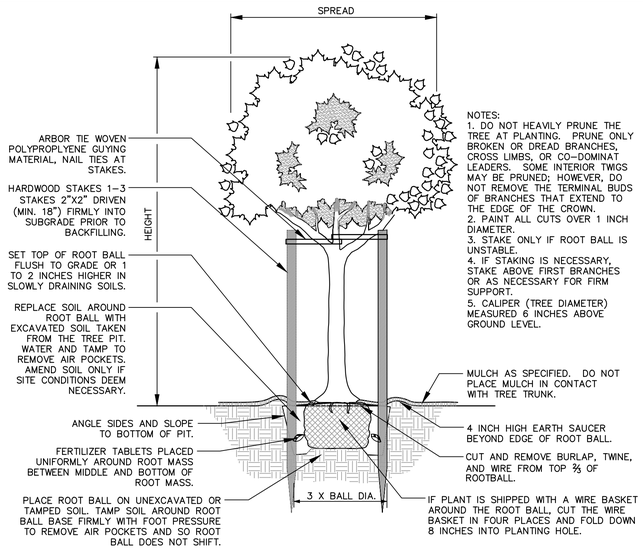
TOPSOIL QUALITY GUIDELINES

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

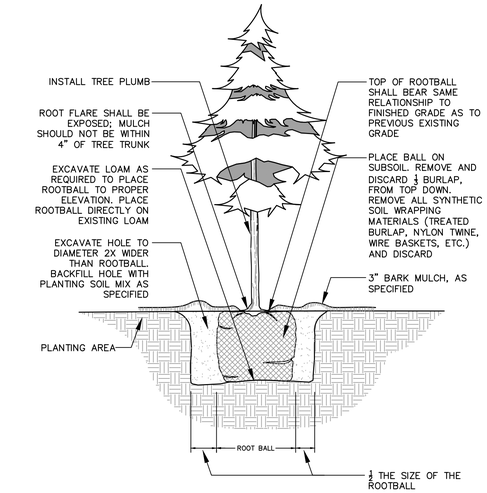
*L = loam; SiL = Silt loam; SCL = sandy clay loam; SL = sandy loam; CL = clay loam; SiCL = silty clay loam; LS - loamy sand; SC = sandy clay; SiC = silty clay; S = sand; Si = silt; C = clay.
**This guideline also includes no fragments larger than 1 ½ inch in diameter.

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

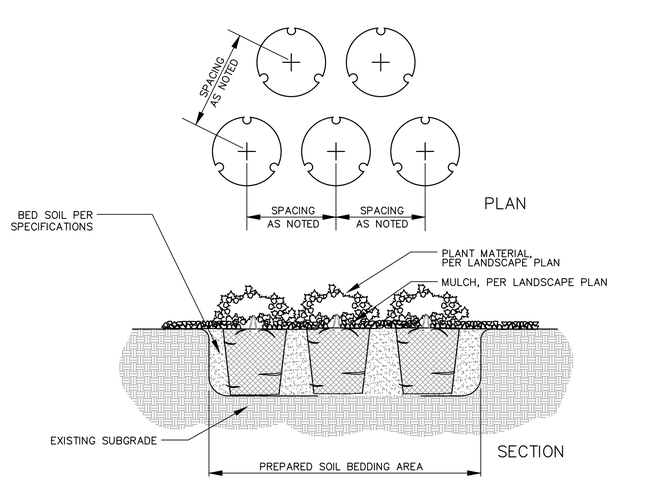
Source: Utah State University, "Topsoil Quality Guidelines for Landscaping", December 2010.



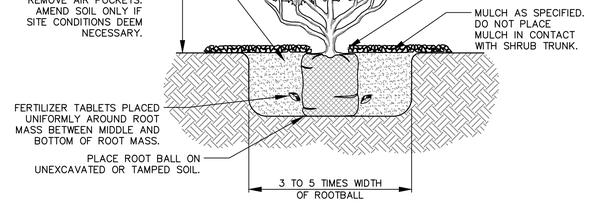
1 TREE PLANTING AND STAKING
N.T.S.



2 EVERGREEN TREE PLANTING
N.T.S.



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



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

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Foresite Design Group, LC shall be without liability to Foresite Design Group, LC.

NO.	REVISIONS	BY	DATE
1	PER UPDATED SITE PLAN & CITY COMMENTS	DCM	8/10/23
2	RELOCATE TREE PER CITY COMMENT	DCM	8/22/23

PROJECT PROFESSIONAL: DCM
DESIGNER: DCM

Foresite Design Group, L.C.
PLANNING, LANDSCAPE ARCHITECTURE & SITE DESIGN SERVICES
13892 ARROW CREEK DRIVE
DRAPER, UTAH 84020
PHONE: 801.641.7464
www.foresitedesigngroup.com

3179 S. HIGHLAND DRIVE
LANDSCAPE NOTES AND DETAILS
3179 S. HIGHLAND DR. MILLCREEK, UTAH

CALL BEFORE YOU DIG! IT'S THE LAW! BLUE STAKES 1 800 662 4111

LICENSED LANDSCAPE ARCHITECT
DAN C. MATTA
No. 106248
8/21/23

SHEET: L-3

FILE NAME: FDG-294 | SCALE: N.A.

RIGBY WATTS & CO
REAL ESTATE • FINANCIAL ADVISORY • VENTURE CAPITAL

Neighborhood Meeting Summary

To: Millcreek City Council

From: Adam Watts

Date: June 9, 2023

Re: Brief summary of neighborhood meeting for a land use application petitioning the Millcreek City Council to rezone a portion of property located at 3179 South Highland Drive from the R-1-8 Zone to the C-3 Zone to accommodate a medical/dental office building.

A neighborhood meeting was held from 5pm to 6pm on Friday June 9th, 2023, on-site at the east end of the parking lot of the old Wilford Ward church site located at 3179 South Highland Drive. Meeting was held to help solicit better neighborhood input on the land use application petitioning the City Council to rezone a portion of the property from the R-1-8 Zone to the C-3 Zone to accommodate a medical/dental office building and to demonstrate the ideas of developer on what could be built on the site from an architectural standpoint. A neighborhood meeting notice was sent to property owners located within six hundred (600') feet from the subject property boundaries a week in advance stating the place, date, and time of the meeting.

Meeting materials included two posterboards illustrating the proposed site plan and a rendering of the medical/dental office building. Refreshments were available including handouts and a sign in sheet for those who attended. See attached mailed notice. The sign in sheet was filled out by all who attended the meeting and was given to Francis Lilly at the end of the meeting to take back to Millcreek City.

Attendees of the meeting was a mixture of residents who received the notice and various members from the community councils. The following is a summary of the questions and comments that were documented from the nearly twenty (20) people who attended the meeting.

- Most attendees commented that the proposed use was acceptable and liked the mostly brick façade building and the design elements.
- The attendees that were residents living in the adjoining neighborhood agreed that traffic is bad on Woodland Ave and Orchard St from people trying to get from 3300 South to Highland Drive and vice versus.

- Some of the attendees who resided nearby wanted to know if the City can make the developer install speedbumps on Woodland Ave only adjacent to the site because people already speed up and down through the neighborhood.
- These same attendees asked if the proposed ingress/egress onto Woodland Ave from the site could be eliminated so there would be no further impact into their neighborhood. Developer responded that this was a question more for the fire department and city engineer.
- Attendees commented that the Highland Drive and Woodland Ave intersection is busy and difficult to make a left-hand turn going south onto Highland Drive. Due to this, patrons leaving the medical office building hoping to avoid the intersection might drive east on Woodland Ave through their neighborhood.
- A few attendees inquired about construction impacts and timing. Developer indicated that it depended on the City process but the hope was to try and break ground at the end of the year or first of next year. They were mostly concerned that construction traffic would use Woodland Ave east through their neighborhood.
- Many attendees were pleased with the proposed development and were relieved to hear it was not a fast-food chain, townhomes or for-rent apartments given the amount of bodies it would bring to the site during all days of the week and the already thousands of units being put in the town center.
- A few of the attendees that lived directly adjacent to the proposed development were concerned about the parking lot lighting possibly being a nuisance and asked that it would be skirted and directed away. Developer indicated that this would not be a problem as he has done this in the past.
- Attendees were saddened to hear that the trees along Highland Drive would be removed due to pushing the building footprint as far west as possible to reduce impacts to the neighborhood and the easement given to Dominion Energy by the City but were pleased to know that the developer was making every effort to preserve the trees along Woodland Ave and the east property line in addition to planting more trees along the east property line to further decrease impacts to the east neighbor.
- The neighbor directly abutting the site inquired if it was possible to be able to leave her fence in place rather than tearing it down and replacing same with a 6-foot pre-cast concrete wall.
- Attendees around the site were pleased that the City had revised its code to allow for a taller building to be able to block the traffic noise permeating from Highland Drive and to clamp down on the smells from Crown Burger.

In summary, the majority of the attendees were pleased with the design, height and use of the proposed medical/dental building and the low impact the use would generate when compared to all other uses available at the site. It was a general consensus among the attendees that the impacts on Woodland Ave were concerning and that anything to help mitigate the increased impacts on Woodland Ave would be appreciated. Attendees residing the closest to the proposed development shared their concerns with lighting and were pleased to hear about the City's dark sky lighting requirements and that additional skirting around parking lot lights would be added if necessary by the developer. Although saddened about the removal of the trees along Highland Drive given dedication of easement area to Dominion and to push the building as far away from the residents as possible, attendees were happy to hear the developer was making efforts to preserve the trees along Woodland Ave and the east property line and that the proposed development would be adding more trees throughout the development and parking lot reducing the effect of an urban heat island.

When recorded, return to:

Millcreek
Attn: Jeff Silvestrini
3330 South 1300 East
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of _____, 2023 (the "Effective Date"), by and between Millcreek Medical Holdings, LLC, a Utah limited liability company ("Developer"), and Millcreek, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer owns or will own approximately 1 acre of real property located at 3179 South Highland Drive in Millcreek, Utah ("Property"). A legal description of the Property is attached hereto as Exhibit "A." The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new commercial development consisting of retail, office, medical/dental uses (the "Project") on the Property; and

WHEREAS, Developer hereby represents to the Millcreek Council that it is voluntarily entering into this Agreement; and

WHEREAS, Developer is willing to develop and restrict the Property in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits**. The above Recitals and Exhibits attached and referenced herein are hereby incorporated into this Agreement.

2. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

3. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement.

4. **Vested Rights .** Except as provided below the Parties intend that this Agreement grants Developer "vested rights" to develop the Project in fulfillment of this Agreement.

4.1 Exceptions. The vesting as specified above is subject to the following exceptions:

4.1.1. City's future laws/ordinances that Developer agrees writing to the application thereof to the Project. If Developer makes the election for the City's future laws to apply to the Project, then such future laws shall apply for the remaining duration of the Project;

4.1.2. State and Federal Compliance. City's future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

4.1.3. Codes. City development standards, engineering requirements and supplemental specifications for Public Works and any new editions or replacement thereof and any City's future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the

APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.1.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated; or,

4.1.5. Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.1.6. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i).

5. **Compliance with City Ordinances and Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable ordinances and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with applicable City standards. Futhermore, Developer acknowledges and agrees that this Agreement does not restrict Developer's rights under clearly esatblishd state law as comtemplanted in Utah Code Sectin 10-9a-532(2)(c).

6. **Specific Design Conditions**. The Project shall be developed and constructed substantially as depicted and as set forth in the specific design conditions/criteria and terms set forth in Exhibits "B" and "C".

7. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

8. **Assignment.** Except as provide below neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by Developer and shall not be unreasonably withheld, conditioned or delayed. Developer's transfer of all or any part of the Property to any entity controlled by Developer, Developer's entry into a joint venture for the development of the Project, or Developer's pledging of part or all of the Project as security for financing shall not be deemed to be an "assignment" subject to the above-referenced approval. Developer shall give the City notice of any event specified in this sub-section within ten (10) days before the event occurrs. Such notice shall include providing the City with all necessary contact information.

9. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

10. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A, B and C are hereby incorporated into this Agreement.

11. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER: Millcreek Medical Holdings, LLC
2221 South 2000 East

Salt Lake City, UT 84106

TO CITY: Millcreek
Jeff Silvestrini, Mayor
3330 South 1300 East
Millcreek, Utah 84106

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

12. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

13. **Severability**. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

14. **Limitation on Recovery for Default – No Damages**. No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer or and assignee shall be that of specific performance. Notwithstanding such limitation the City may withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Develop or any assignee.

15. **Term of Agreement**. The term of this Agreement shall be for a period of ten (10) years following the Effective Date. If a building permit for the construction of the Project is not submitted by the Developer within two (2) years following the approval and issuance of a conditional use permit by the City, the City may terminate this Agreement and Developer irrevocably consents that the Property be rezoned to R-1-21 (Residential).

16. **Force Majeure**. Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, inability to obtain any materials or labor, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

17. **Construction**. The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

18. **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

19. **No Waiver**. The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

[*Signatures on following page*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

MILLCREEK

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, CMC, City Recorder

MILLCREEK MEDICAL HOLDINGS, LLC

By: _____

By: Adam J. Watts
Title: Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Jeff Silvestrini and Elyse Sullivan as the Mayor and the City Recorder, respectively, of Millcreek, a Utah municipality.

_____
Notary Public

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of _____ 2023 by Adam J. Watts, Manager of Millcreek Medical Holdings, LLC, a Utah limited liability company.

_____
Notary Public

Exhibit A

Parcel Number:
16-28-309-037-0000

Address:
3179 SOUTH HIGHLAND DRIVE, MILLCREEK, UTAH 84106

Legal Description:
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING DESCRIBED AS FOLLOWED:

BEGINNING AT A POINT WHICH IS SOUTH 1018.22 FEET AND EAST 542.91 FEET FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 15°15'20" WEST 145.11 FEET; THENCE EAST 264.02 FEET; THENCE SOUTH 72°40'00" EAST 75.37 FEET; THENCE SOUTH 117.54 FEET; THENCE WEST 297.78 FEET TO THE POINT OF BEGINNING. CONTAINS 43,554 SQ. FT. OR 1.00 ACRES

Exhibit B
Specific Design Conditions/Criteria

In addition to meeting the minimum requirements of Millcreek Code, Developer agrees that the proposed development will incorporate the following:

1. Uses on Property will be limited to retail, office, and medical/dental only.

2. Drive through uses including menu boards, outdoor speakers, and microphones, ordering windows and ordering boxes are prohibited.

3. Setbacks for the building will be substantially the same as depicted on the attached site plan in Exhibit C.

4. Vehicle access entrances will be substantially the same as depicted on the attached site plan in Exhibit C.

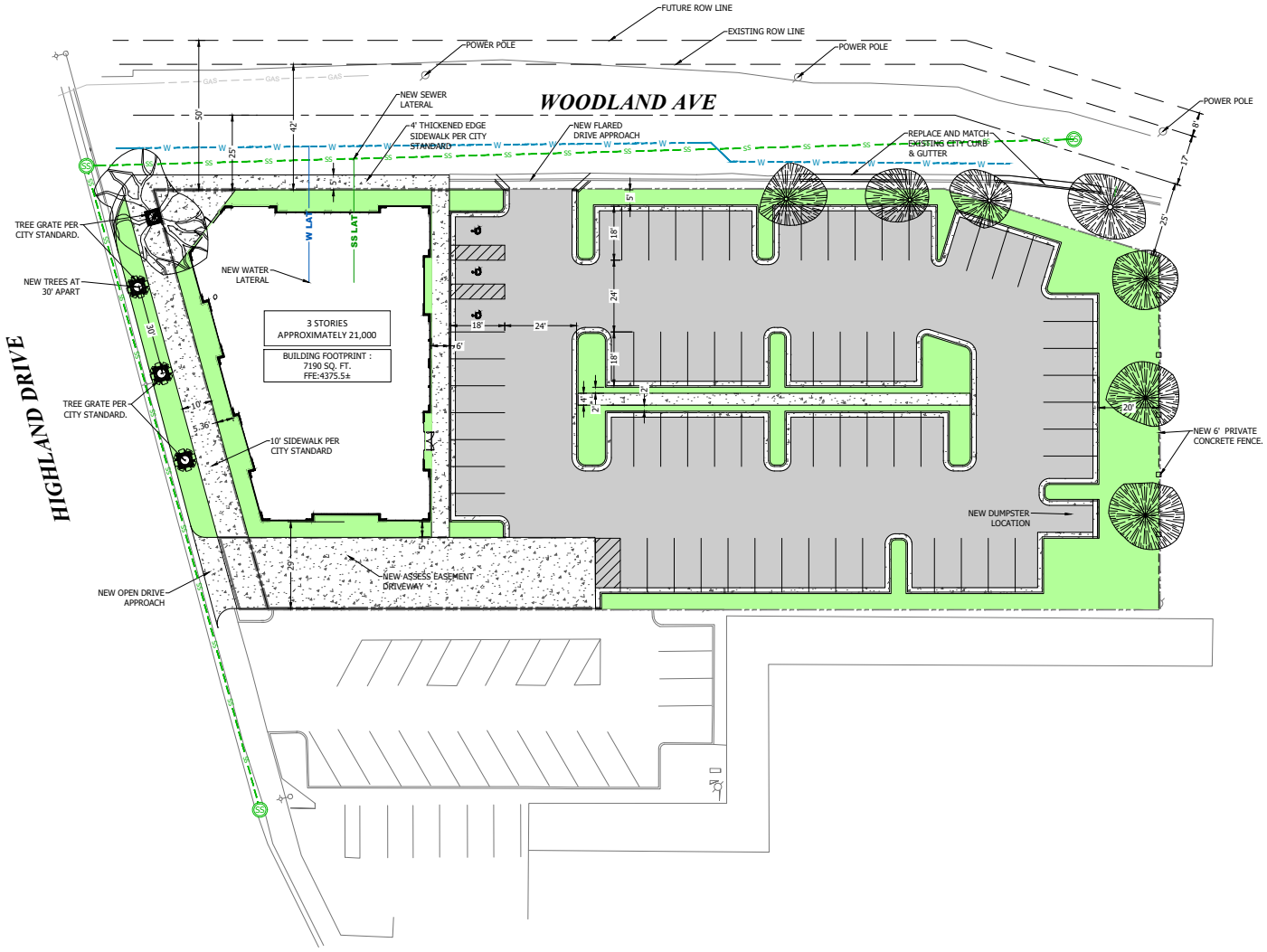
5. The project shall include a pre-cast concrete wall along the east property line compliant with City code. The color of the pre-cast concrete wall must be approved by the City.

6. Developer agrees to make best efforts and work with the City to preserve as many existing trees for the Property as possible.

7. Parking lot landscaping will include a minimum 4' foot wide pedestrian path as substantially depicted on the site plan in Exhibit C.

8. Developer agrees to enter into a deferral agreement with the City related to required public improvements abutting Woodland Avenue on the north side of the Property on or before certificate of occupancy of the structure to be developed and built on the Property is issued to Developer.

Exhibit C


FUTURE ROW LINE
EXISTING ROW LINE
POWER POLE
POWER POLE
POWER POLE
WOODLAND AVE
NEW SEWER LATERAL
4' THICKENED EDGE SIDEWALK PER CITY STANDARD
NEW FLARED DRIVE APPROACH
REPLACE AND MATCH EXISTING CITY CURB & GUTTER
TREE GRATE PER CITY STANDARD.
NEW TREES AT 30' APART
NEW WATER LATERAL
W LAT
SS LAT
3 STORIES
APPROXIMATELY 21,000
BUILDING FOOTPRINT :
7190 SQ. FT.
FFE:4375.5±
HIGHLAND DRIVE
TREE GRATE PER CITY STANDARD.
10' SIDEWALK PER CITY STANDARD
NEW DUMPSTER LOCATION
NEW 6' PRIVATE CONCRETE FENCE.
NEW OPEN DRIVE APPROACH
NEW ASSESS EASEMENT DRIVEWAY

AFTER RECORDING MAIL TO:

MILLCREEK
Attn: John N. Brems, City Attorney
3330 South 1300 East
Millcreek, UT 84106

Millcreek Medical Holdings, LLC
2221 South 2000 East
Salt Lake City, UT 84106

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "*Agreement*") is entered into _____ 2023 by **MILLCREEK MEDICAL HOLDINGS, LLC**, a Utah limited liability company, whose address is 2221 South 2000 East, Salt Lake City, UT 84106 ("*Owner*"), and **MILLCREEK**, a Utah municipality whose address is 3330 South 1300 East, Millcreek, UT 84106 ("*City*"). In this Agreement, Owner and City are sometimes referred to collectively as the "*Parties*" and either may be referred to individually as a "*Party*," all as governed by the context in which such words are used.

R E C I T A L S:

A. Concurrently with the execution of this Agreement, Owner has acquired from the City a certain parcel of unimproved real property located at 3179 South Highland Drive, Millcreek, UT, as more particularly described on attached Exhibit "A" (the "*Property*").

B. City owns certain real property adjacent to the Property as more particularly described on the attached Exhibit "B" (the "*City Property*"), upon which City is developing a plaza (the "*Plaza*"). City desires for a portion of the Property to be perpetually available as additional, overflow parking solely benefitting the Plaza and no other adjacent property adjacent to, or property considered to be a part of the overall "Millcreek Commons" development, subject to the terms and limitations of this Agreement.

D. As additional consideration for the City's conveyance of the Property to Owner, Owner has agreed to grant to City an access and parking easement over portions of the Property, subject to the terms, provisions and conditions of this Agreement.

E. The Parties desire to enter into this Agreement to create such easement rights on the Property, as the servient estate, for benefit of the City Property, as the dominant estate.

A G R E E M E N T:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree hereby incorporate the foregoing recitals and agree as follows:

Section 1. **Grant of Easements.** Subject to the terms, conditions, provisions and limitations in this Agreements, Owner grants, conveys, and warrants to City for the use by and benefit of City and its employees, agents, guests, patrons, and other invitees of the Plaza (collectively, "*City Invitees*") the following non-exclusive easements (the "*Easements*"):

(a) *City Parking Easement*. A perpetual, non-exclusive easement and right to use the unoccupied and non-reserved parking stalls in the parking area that is shown on attached Exhibit "C" (the "*Parking Area*") between 6:00 PM and 12:00 AM each day as overflow parking for City Invitees, provided that the right to use such easement (the "*Parking Easement*") shall be temporarily suspended until substantial completion of Buyer's planned development on the Property (the "*Use Commencement Date*").

(b) *City Access Easement*. A perpetual, non-exclusive easement over the driveways, drive aisles and sidewalks from time to time located on the Property (the "*Access Easement Area*") for the purpose of providing pedestrian and vehicular access (but expressly not permitting use of large of heavy commercial vehicles) between Highland Drive and the Parking Area, provided that the right to use such easement (the "*Access Easement*") shall be temporarily suspended until the Use Commencement Date. The City shall use reasonable efforts to ensure that traffic to and from the Parking Area over and through the Access Easement Area shall not materially interfere with the use and enjoyment of the Property by Owner or its and its heirs, successors, assigns, grantees, mortgagees, beneficiaries, patrons, invitees, licensees and tenants.

Section 2. **Use of Parking Area**. Overnight parking in the Parking Area is prohibited and use of the Parking Area pursuant to the Parking Easement is limited to the parking of automobiles, motorcycles, and small trucks (such as pickup trucks). The Parking Area may not be used for staging or storage or for the parking of larger or heavier commercial vehicles such as semi-trucks or buses nor shall it be used for the staging or storage of any construction materials related to the "Millcreek Commons" development. If the City or City Invitees park any vehicle within the Parking Area in violation of these provisions, then Owner may, upon prior written notice to City giving City one (1) day to remove such vehicle(s), in addition to any other remedies Landlord may have under this Agreement or otherwise, charge City, and City agrees to pay, Fifty Dollars ($50) per day for each day or partial day that each such vehicle is so parked within the Property. Owner reserves the right to grant easements and access rights to others for use of the Parking Areas on the Property, provided that such grants do not materially interfere with City's use of the Parking Easement.

Section 3. **Additional Parking Limitations**. If parking demand by City Invitees materially interferes with tenant, employee and visitor parking for the Property, the Parties will meet and confer to determine any appropriate limitations on such use. The City covenants and agrees that the rights granted pursuant to this Agreement shall at all times be exercised in such a manner as not to materially interfere with the normal operation of the Property and the businesses conducted therein. Owner retains the right to impose reasonable rules and safety restrictions on the use of areas affected by the Easements.

Section 4. **Maintenance, Repair and Replacement**. Owner shall maintain, or cause to be maintain, the Parking Area and Access Easement Area (collectively, the "Easement Areas"),

in a good and usable condition for the benefit of the City Invitees. All short-term and long-term maintenance, repair and replacement of the Easement Areas shall be the responsibility of or otherwise assured by Owner or its successors and assigns, who shall bear all costs and expenses of maintenance, repair, and replacement of the Easement Areas; provided, however, the City shall be responsible, at its sole cost and expense, for any such maintenance, repair and/or replacement to the extent same is directly occasioned by the acts of the City or City Invitees.

Section 5. **City Indemnification**. City shall indemnify, defend, and hold harmless Owner and its affiliates, successors, heirs, assigns, agents, employees, directors, officers, members, and managers from and against all loss, demands, claims, suits, actions, damages, liability, and expenses (including reasonable attorney's fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of City or City Invitees including, but not limited to, any damage or harm caused to improvements on the Property, tenant(s) occupying the building on the Property, or landscaping and Parking Areas on the Property.

Section 6. **Covenants Run with Land**. The Easements and other rights granted to City in this Agreement shall (a) create an equitable servitude on the Property, as the servient estate, in favor of the City Property, as the dominant estate; (b) constitute a covenant running with the Property and City Property; (c) bind every person having any fee, leasehold or other interest in any portion of the Property and City Property at any time or from time to time; and (d) inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to fee ownership of the Property (as to Owner) or the City Property (as to City).

Section 7. **Assignment**. City freely may assign its rights and/or delegate its duties under this Agreement to other governmental entities, including an interlocal entity such as a public parking authority or agency or nonprofit agencies operated by City or another governmental entity. City shall notify the then owner of the Property in writing of any such assignment/delegation.

Section 8. **Default and Remedies**. In the event of any breach of this Agreement by a Party, the non-breaching Party may give the breaching Party written notice describing the breach and ten (10) business days in which to cure. If the breaching Party fails to cure such breach within the cure period, the non-breaching Party may pursue any and all the remedies available to it at law or in equity, including, without limitation, specific performance and injunctive relief. Notwithstanding anything to the contrary contained herein, in no event shall the non-defaulting Party be entitled to any special, punitive or consequential damages. The rights and remedies of each Party herein are intended to be cumulative, non-exclusive and exercisable singularly, consecutively or concurrently with any others.

Section 9. **Recordation**. This Agreement shall be recorded in the office of the Recorder upon the Closing.

Section 10. **Estoppel Certificate**. Within ten (10) business days after request, each Party shall furnish to the other Party, for use by such Party and/or potential buyers, lenders, and tenants, a statement describing any alleged breaches of this Agreement, or if none, so stating, and such other matters relating to this Agreement as may be reasonably requested.

Section 11. **Insurance**. City shall obtain and continuously maintain in full force and effect a policy of general liability insurance ("*City's Liability Policy*") protecting City against claims for death, bodily injury and property damage based upon or arising out of use, occupancy or maintenance of the Easements. City's Liability Policy may be provided through its current insurer, Utah Local Governments Trust, or another qualified third-party insurer; shall be on an occurrence basis providing coverage in an amount not less than amounts that are commercially reasonable and customary for similar projects in the Salt Lake City metropolitan area; and shall not have a deductible more than $25,000 per occurrence unless otherwise agreed by the Parties. City's Liability Policy shall be endorsed to include the then owner of the Property as an additional insured.

Section 12. **Miscellaneous**. 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.

(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.

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

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

(h) *Interpretation; Venue.* This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue is the Third Judicial District Court in and for Salt Lake County, Utah.

(i) *Notices.* Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier

company or personal delivery at the Party's last known address. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Party may change from time to time their respective address for notice hereunder by like notice to the other Parties.

(j) *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 entirety within the body of the Agreement.

(k) *Attorney's Fees*. If any action or proceeding is taken or brought by a Party against another Party concerning this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(l) *No Partnership Created*. The Parties hereto do not intend to create, and nothing herein shall be construed as creating, a partnership, joint venture, or any type of association for federal income tax purposes. Each Party hereto agrees (i) that it does not have, or intend to form, a joint profit motive with any other Party hereto or any other person with respect to the parking, (ii) not to hold itself out to the public as a partner with any other Party hereto, (iii) not to share any profits or losses generated with respect to its interest in the parking, and (iv) it will not file any partnership or other joint income tax return with respect to items of income, loss, deduction, or credit attributable to its interest in the parking. If it should appear that one or more changes to this Agreement would be required in order not to create an entity referenced in the preceding sentence, the Parties agree to negotiate promptly and in good faith with respect to such changes.

(m) *Dedication*. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

(n) *Further Actions*. The parties each agree to perform, execute, acknowledge, and deliver all such further agreements, instruments, and assurances, and to take all such further actions, as shall be reasonably necessary or desirable to fully carry out the purposes of this Agreement, including a future recordable amendment to this Agreement to more accurately describe the locations of the Parking Area once the Development is completed.

[signatures and notary to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first above written.

OWNER:

MILLCREEK MEDICAL HOLDINGS, LLC, a Utah limited liability company

By: _____
Name: Adam J. Watts
Its: Manager

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this ___ day of _____ 2023, personally appeared before me Adam J. Watts, who duly acknowledged that he signed the foregoing agreement as the Manager of **Millcreek Medical Holdings, LLC,** a Utah limited liability company.

_____
Notary Public

CITY:

ATTEST:

MILLCREEK, a Utah municipality

By: _____
Elyse Sullivan, Recorder

By: _____
Jeff Silvestrini, Mayor

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this ___ day of _____ 2023, personally appeared before me **Jeff Silvestrini** and **Elyse Sullivan**, who duly acknowledged that they signed the foregoing agreement as the mayor and the recorder, respectively, of **MILLCREEK**, a Utah municipality.

_____
Notary Public

Exhibit “A” to Easement Agreement

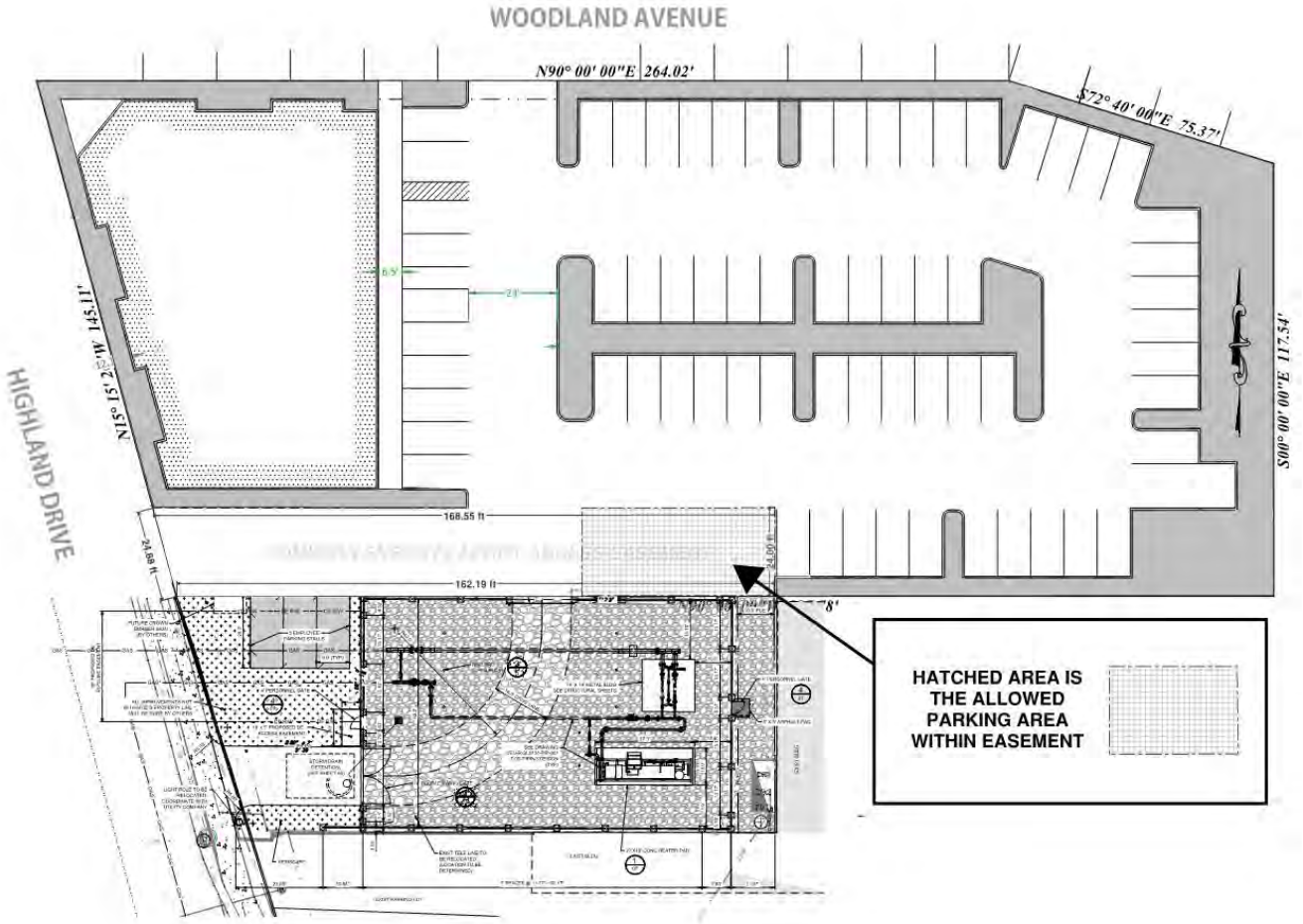
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING DESCRIBED AS FOLLOWED:

BEGINNING AT A POINT WHICH IS SOUTH 1018.22 FEET AND EAST 542.91 FEET FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 15°15'20” WEST 145.11 FEET; THENCE EAST 264.02 FEET; THENCE SOUTH 72°40'00” EAST 75.37 FEET; THENCE SOUTH 117.54 FEET; THENCE WEST 297.78 FEET TO THE POINT OF BEGINNING.
CONTAINS 43,554 SQ. FT. OR 1.00 ACRES

Exhibit “B” to Easement Agreement



Exhibit “C” to Easement Agreement



FEHR PEERS

MEMORANDUM

Date: July 17, 2023

To: Robert May, Millcreek City

From: Seishi Yamagata, PE, PTOE, Fehr & Peers

Subject: Millcreek Medical Office Trip Generation Study

UT23-2445

INTRODUCTION

The purpose of this memorandum is to summarize the evaluation of trip generation for the proposed Medical Office building located on the southeast corner of the Woodland Avenue / Highland Drive intersection in Millcreek, Utah.

LAND USE

The development as shown in the site plan (attached in Appendix) proposed the following land use:

- Medical Office (21,000 square feet)

Fehr & Peers used trip generation rates published in the ITE Trip Generation, 11th Edition, 2021, to estimate trip generation rates for this study. To keep consistent with land uses presented in the ITE manual, the following ITE land use was used to evaluate the proposed Medical Office building:

- Medical-Dental Office Building (ITE Land Use 720) – 21,000 square feet

TRIP GENERATION

Fehr & Peers' mixed-use development (MXD+) methodology captures the trip reducing benefits of mixed-use developments as well as trip reductions due to shift to transit and walk/bicycle. This methodology is used throughout the United States to help developers, agencies, and the public to quantify these trip reductions. The MXD+ trip generation model is promoted by the United States Environmental Protection Agency (EPA) and has been adopted by the San Diego Association of

Governments (SANDAG), American Society of Civil Engineers (ASCE), American Planning Association (APA), and many others as a recommended resource for trip generation of smart-growth developments. The MXD+ model uses ITE trip generation rates and applies additional variables to those trip generation rates. Some of the additional variables include:

- Employment
- (Population + Employment) per square mile
- Land area
- Total jobs / population diversity
- Retail jobs / population diversity
- Number of intersections per square mile
- Employment within a mile
- Employment within a 30-minute trip by transit
- Average household size
- Vehicles owned per capita

The proposed development is not mixed-use, and only contains the single use of the Medical Office. However, the MXD+ methodology was used to estimate trip reductions due to shift to transit and walk/bicycle.

The calculated trip generation for the proposed medical office building is shown below in **Table 1**.

Table 1 Millcreek Medical Office Building Trip Generation

Land Use[1]	Number of Units	Unit Type	Daily Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New Daily Trips**
Medical-Dental Office Building (720)	7,190	Square Feet	756	11%	50%	50%	337	337	**674**
Net Weekday Trips							**337**	**337**	**674**
Land Use[1]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New AM Peak Hour Trips**
Medical-Dental Office Building (720)	7,190	Square Feet	65	11%	79%	21%	46	12	**58**
Net Weekday AM Peak Hour Trips							**46**	**12**	**58**
Land Use[1]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New PM Peak Hour Trips**
Medical-Dental Office Building (720)	7,190	Square Feet	83	6%	30%	70%	23	55	**78**
Net Weekday PM Peak Hour Trips							**23**	**55**	**78**

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 11th Edition Trip Generation Manual (ITE Manual)
2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual
3. Percentage of trips Entering and Exiting the development according to the ITE Manual.
4. Reduction due to shift to transit and shift to walk/bike derived from the MXD+ methodology.

SOURCE: Fehr & Peers, 2023

As shown in **Table 1**, vehicle trip reductions of approximately 11%, 11%, and 6% for daily, AM peak hour, and PM peak hour, respectively, were applied due to shift to transit and walk/bicycle for the proposed medical office building. This resulted in 674 daily trips, 58 AM peak hour trips, and 78 PM peak hour trips estimated to be generated by the medical office building.

TRIP GENERATION COMPARISON

In the November 2019 study, a future "Greatest Impact Scenario" was evaluated, with the estimates of potential maximum development in the Millcreek City Center area. In the area of interest (southeast of the Woodland Avenue / Highland Drive intersection), the future "Greatest Impact Scenario" plan proposed 40 residential units and 30,000 square feet of retail. Note that this includes a wider area than the parcel with the proposed Medical Office building, including the parcel containing the current Walgreens at the northeast corner of the 3300 South / Highland Drive intersection. **Table 2** shows the trip generation comparison between the future "Greatest Impact Scenario" evaluated in the November 2019 study, and the proposed medical office building evaluated for this study. **Table 3** shows a summary comparison of the daily, AM peak, and PM peak trips generated between the future "Greatest Impact Scenario" and the proposed medical office building. As shown in **Table 3**, the proposed medical office building is estimated to generate 570 fewer daily trips, 23 more AM peak trips, and 45 fewer PM peak trips than the future "Greatest Impact Scenario."

Table 2 Trip Generation Comparison

Proposed Medical Office Building									
Land Use[1]	Number of Units	Unit Type	Daily Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New Daily Trips**
Medical-Dental Office Building (720)	7,190	Square Feet	756	11%	50%	50%	337	337	**674**
Net Weekday Trips							**337**	**337**	**674**
Land Use[1]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New AM Peak Hour Trips**
Medical-Dental Office Building (720)	7,190	Square Feet	65	11%	79%	21%	46	12	**58**
Net Weekday AM Peak Hour Trips							**46**	**12**	**58**
Land Use[1]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New PM Peak Hour Trips**
Medical-Dental Office Building (720)	7,190	Square Feet	83	6%	30%	70%	23	55	**78**
Net Weekday PM Peak Hour Trips							**23**	**55**	**78**
Assumptions in "Greatest Impact Scenario"									
Land Use[5]	Number of Units	Unit Type	Daily Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New Daily Trips**
Multifamily Housing (221)	20	Dwelling Units	110	-	50%	50%	55	55	**110**
Shopping Center (820)	30,000	Square Feet	1,134	-	50%	50%	567	567	**1,134**
Net Weekday Trips							**622**	**622**	**1,244**
Land Use[5]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New AM Peak Hour Trips**
Multifamily Housing (221)	20	Dwelling Units	7	-	29%	71%	2	5	**7**
Shopping Center (820)	30,000	Square Feet	28	-	61%	39%	17	11	**28**
Net Weekday AM Peak Hour Trips							**19**	**16**	**35**
Land Use[5]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Reduction[4]	% Entering[3]	% Exiting[3]	Trips Entering	Trips Exiting	**New PM Peak Hour Trips**
Multifamily Housing (221)	20	Dwelling Units	9	-	55%	45%	5	4	**9**
Shopping Center (820)	30,000	Square Feet	114	-	48%	52%	55	59	**114**
Net Weekday PM Peak Hour Trips							**60**	**63**	**123**

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 11th Edition Trip Generation Manual (ITE Manual)
2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual
3. Percentage of trips Entering and Exiting the development according to the ITE Manual.
4. Reduction due to shift to transit and shift to walk/bike derived from the MXD+ methodology.
5. The 10th Edition ITE Manual was used for the Greatest Impact Scenario, performed in 2019 before the 11th Edition was published.

SOURCE: Fehr & Peers, 2023

Table 3 Trip Generation Comparison

Scenario	Trip Generation		
	Daily	AM	PM
Future Greatest Impact Scenario	1,244	35	123
Proposed Medical Office Building	674	58	78

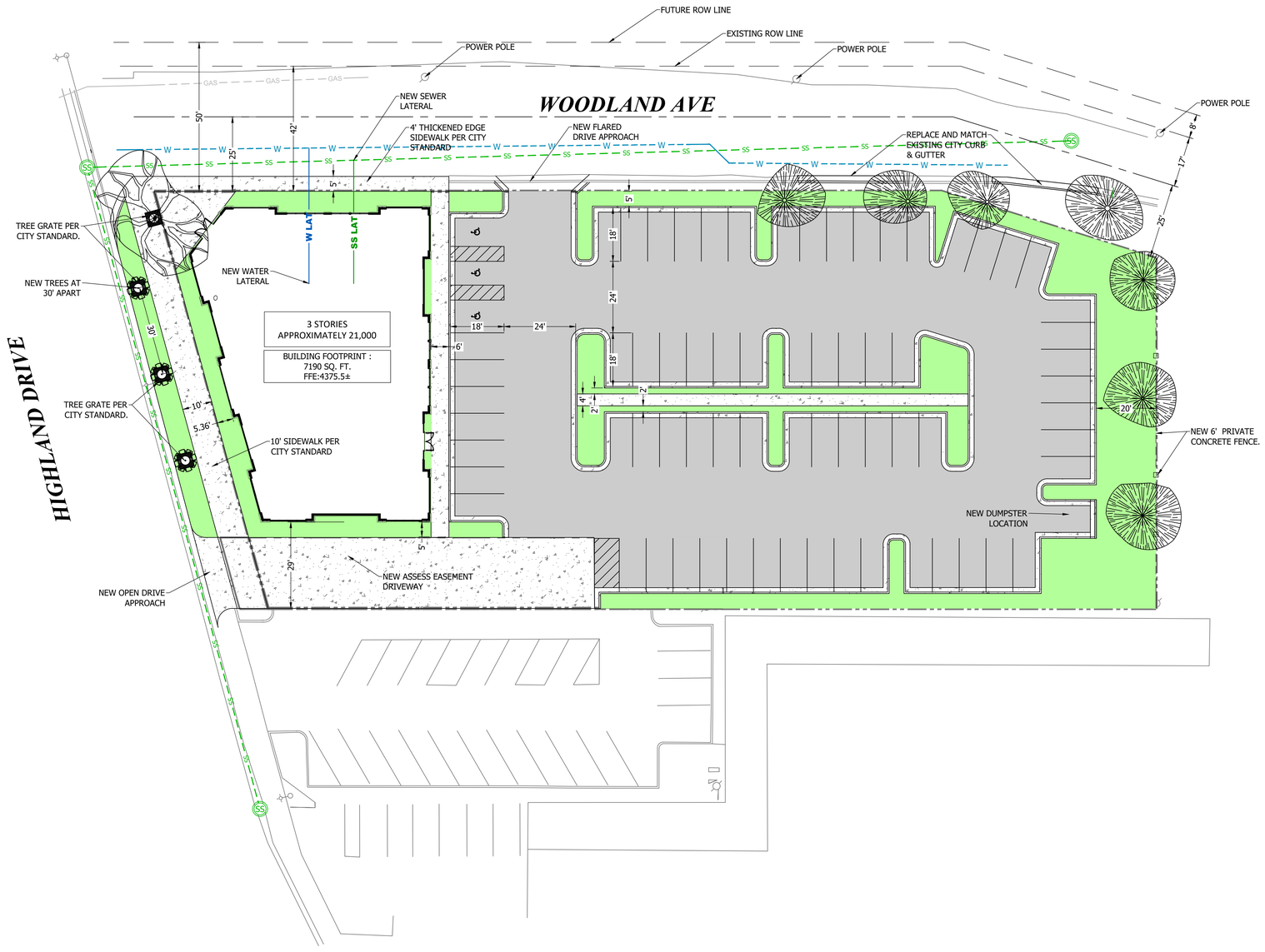
CONCLUSION

The proposed Medical Office building on the southeast corner of the Woodland Avenue / Highland Drive intersection is estimated to generate 58 AM peak hour trips and 78 PM peak hour trips, including reductions due to assumed shift to transit and walk/bicycle. Compared to the trip

generation estimated in the area for the Millcreek City Center "Greatest Impact Scenario," the Medical Office building generates 23 more AM peak hour trips and 45 fewer PM peak hour trips. Although the proposed Medical Office building generates more trips than the estimated land uses in the "Greatest Impact Scenario" in the AM peak hour, the 2019 study found that traffic operations were not problematic at the Highland Drive / Woodland Avenue intersection in the AM peak hour. On the other hand, the proposed Medical Office building generates fewer trips in the PM peak hour where the congestion was an issue on Highland Drive. Therefore, we evaluate that the proposed Medical Office building is likely to have less of an impact on Highland Drive than the anticipated development evaluated in the future "Greatest Impact Scenario."

APPENDIX

Site Plan



SCALE: 1" = 20'

AREA TABULATION			
	sq.ft.	Acres	%
BUILDING	7,190	0.17	16.51%
IMPROVEMENTS	28,244	0.65	64.85%
LANDSCAPE	8,120	0.19	18.64%
TOTAL	43,554	1.00	100.00%
EASEMENT AREA	3,721	0.09	8.54%
LANDSCAPE % WITHOUT EASEMENT			20.38%

PARKING STALLS PROVIDED:
71 STALLS PROVIDED
3 ADA STALLS (2 ARE VAN STALLS)

CURRENT ZONE: R-1-8
REZONE: C2

Know what's **below.**
Call 811 **before you dig.**

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus

DEVELOPER

AJW VENTURES, INC
Contact: Adam Watts
1059 East 900 South, Suite 201
Salt Lace City, UT 84105
Phone: 801-755-9504
adam@northstarbuilders.com

PRELIMINARY NOT FOR CONSTRUCTION

3179 S. Highland Drive - Millcreek Medical

########################
LOCATED IN THE ## 1/4 OF SECTION ##, T.###., R.###., S.L.B.&M.
########## CITY, ######## COUNTY, UTAH

REVISIONS

DRAWN: JH	2023-05-19
APPROVED: TJ	2023-05-19
PROJECT #:	#######

SET-2119001.dwg

C400
SITE PLAN

H:\2119001\ID_PRODUCTION\Civil\04_Plan Set\SET-2119001.dwg 2023-05-19 12:55:06 PM TJ BRESLIN

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

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
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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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
TO THE
INTERLOCAL COOPERATION AGREEMENT
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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
TO THE
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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
TO THE
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And successive three-year periods thereafter

HOLLADAY CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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FEDERAL FISCAL YEARS 2024 THROUGH 2026
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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
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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

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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