

1A



1B



2A



2B



2C



2D



2E



2F



3A



3B



4A



4B



5A



5B



MILLCREEK, UTAH
ORDINANCE NO. 23-32

**AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 3179 SOUTH HIGHLAND DRIVE FROM R-1-8 (RESIDENTIAL)
TO C-3 (COMMERCIAL)**

WHEREAS, the Millcreek Council (“Council”) met in regular session on September 25, 2023, to consider among other things, an ordinance rezoning certain property located at approximately 3179 South Highland Drive from R-1-8 (Residential) to C-3 (Commercial); and

WHEREAS, Utah Code Ann. § 10-9a-503 provides in part that the Council may make zoning map amendments; and

WHEREAS, Utah Code Ann. § 10-9a-503 also provides that the Council may not make any amendment to its land use ordinances unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-9a-503 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-9a-502 in preparing and adopting an amendment to a land use regulation; and

WHEREAS, Utah Code Ann. § 10-9a-502 provides planning commission shall provide notice as required by Subsection 10-9a-205(1)(a) and, if applicable, Subsection 10-9a-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on July 27, 2023, the required notice was published; and

WHEREAS, on August 16, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on August 16, 2023, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at the August 16, 2023, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

WHEREAS, the Millcreek Code of Ordinances, provides among other things, that before finally adopting any such rezone, the Council shall consider the application during a public meeting which has been properly noticed in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act; and

WHEREAS, on September 20, 2023, the Council caused the required notice to be given; and

MILLCREEK, UTAH
ORDINANCE NO. 23-33

**AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT
AGREEMENT FOR A MEDICAL OFFICE BUILDING WITH RESPECT TO
APPROXIMATELY ONE ACRE OF REAL PROPERTY LOCATED AT
APPROXIMATELY 3179 SOUTH HIGHLAND DRIVE**

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on September 25, 2023, to consider, among other things, an ordinance approving a master development agreement for a Medical Office Building with respect to approximately one acre of real property located at approximately 3179 South Highland Drive; and

WHEREAS, the Utah Code Ann. § 10-9a-102 authorizes, among other things, that the City may enter into development agreements; and

WHEREAS, staff has presented to the Council a Development Agreement for the referenced property (“Development Agreement”); and

WHEREAS, Council has reviewed the Development Agreement and hereby find that it is in the best interests of the both parties to enter into the Development Agreement.

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

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

MILLCREEK

Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:

ORDINANCE 23-33: APPROVING A DEVELOPMENT AGREEMENT FOR A MEDICAL OFFICE BUILDING WITH RESPECT TO APPROXIMATELY ONE ACRE OF REAL PROPERTY LOCATED AT APPROXIMATELY 3179 SOUTH HIGHLAND DRIVE was adopted the 25th day of September, 2023 and that a copy of the foregoing Ordinance 23-33 was posted in accordance with Utah Code 10-3-711 this ____ day of September, 2023.

Elyse Sullivan, City Recorder

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. Furthermore, Developer acknowledges and agrees that this Agreement does not restrict Developer's rights under clearly established state law as contemplated in Utah Code Section 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 occurs. 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, 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 as highlighted in green on Exhibit D for the Property as possible.
7. 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

Exhibit D

MILLCREEK, UTAH
ORDINANCE NO. 23-34

**AN ORDINANCE AMENDING THE MILLCREEK GENERAL PLAN BY CHANGING
THE FUTURE LAND USE MAP FOR CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 3179 SOUTH HIGHLAND DRIVE FROM PUBLIC/QUASI
PUBLIC TO CITY CENTER**

WHEREAS, the Millcreek Council (“Council”) met in regular session on September 25, 2023, to consider among other things, an ordinance amending the Millcreek General Plan by changing the Future Land Use Map for certain property located at approximately 3179 South Highland Drive from Public/Quasi Public to City Center; and

WHEREAS, Utah Code Ann. § 10-9a-404 provides in part that the Council may make amendments to an adopted general plan; and

WHEREAS, Utah Code Ann. § 10-9a-404 also provides that the Council may not make any amendment to its general plan unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-9a-404 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-9a-204 in preparing and adopting an amendment to a general plan; and

WHEREAS, Utah Code Ann. § 10-9a-404 provides that the planning commission shall provide notice as required by Subsection 10-9a-204(1)(a) and hold a public hearing on the proposed general plan amendment; and

WHEREAS, on July 27, 2023, the required notice was published; and

WHEREAS, on August 16, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on August 16, 2023, the planning commission held the required public hearing with respect to this future land use map amendment; and

WHEREAS, at the August 16, 2023, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed future land use map amendment; and

WHEREAS, the Millcreek Code of Ordinances, provides among other things, that before finally adopting any such general plan amendment, the Council shall consider the application during a public meeting which has been properly noticed in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act; and

MILLCREEK, UTAH
RESOLUTION NO. 23-46

**A RESOLUTION OF THE MILLCREEK COUNCIL CANCELLING THE COUNCIL
DISTRICT 1 AND MAYOR RACES FOR THE 2023 MUNICIPAL GENERAL
ELECTION AND ELECTING SILVIA CATTEN TO COUNCIL DISTRICT 1 AND JEFF
SILVESTRINI TO MAYOR**

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on September 25, 2023, to consider, among other things, cancelling the Council District 1 (“*District 1*”) and Mayor races for the 2023 municipal general election and electing Silvia Catten to District 1 and Jeff Silvestrini to Mayor; and

WHEREAS, only one position was open to be filled in the District 1 race and in the mayoral race, and only one candidate declared candidacy in each of the District 1 and mayoral races during the candidate declaration period held August 8-15, 2023, per Utah Code § 20A-4-602, and no write-in candidates declared candidacy before September 18, 2023, per Utah Code § 20A-9-601; and

WHEREAS, Utah State Code § 20A-1-206(3) allows the municipal legislative body to cancel a race in a local election for races that will not include any contested races or ballot propositions, and the municipal legislative body passes, no later than 20 days before the day of the scheduled election, a resolution that cancels the races and certifies that the ballot for the race would not include any contested races or ballot propositions and the candidate for the race is considered elected; and

WHEREAS, Silvia Catten is the only declared candidate for District 1 and Jeff Silvestrini is the only declared candidate for Mayor, and there are no ballot propositions; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of Millcreek to cancel the District 1 and Mayor races for the November 21, 2023, municipal general election.

NOW, THEREFORE, BE IT RESOLVED by the Council that it hereby certifies that the ballot for the race does not include any contested races or ballot propositions and the candidate for the race are hereby considered elected.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council that the District 1 and Mayor races are cancelled for the November 21, 2023, municipal general election, and Silvia Catten is considered elected for District 1 and Jeff Silvestrini is considered elected for Mayor.

This Resolution assigned No. 23-46, shall take effect immediately upon passage.

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

MILLCREEK, UTAH
ORDINANCE NO. 23-31

**AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY dba DOMINION
ENERGY UTAH A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN MILLCREEK, SALT LAKE
COUNTY, STATE OF UTAH**

Questar Gas Company dba Dominion Energy Utah, a Utah corporation, (Dominion Energy) operated a gas distribution system pursuant to Salt Lake County franchise dating back to the 1920s, and now desires to continue to operate its gas distribution system within Millcreek (City), and to construct, maintain, alter, and replace portions of the system as needed; and

The City Council has determined that it is in the best interest of the citizens of the City to grant a franchise to Dominion Energy to use City owned property within the City for such purpose;

NOW, THEREFORE, the City Council ordains as follows:

1. **Grant of Franchise.** The City grants to Dominion Energy a nonexclusive franchise (Franchise) to construct, maintain, alter, replace, and operate in the present and future roads, streets, alleys, highways, sidewalks, parks, and any and all other public property or rights-of-way within City limits, including any property annexed or otherwise acquired by the City after the effective date of this Franchise, (collectively, Streets) a distribution system for furnishing natural gas to the City and its inhabitants for heating and other purposes. Dominion Energy shall have the right to erect, construct, equip, and maintain along, over, and under the Streets a system of mains, pipes, laterals, and related equipment (Facilities) as are reasonably necessary for supplying natural gas service in accordance with this Franchise.

MILLCREEK, UTAH
RESOLUTION NO. 23-47

**A RESOLUTION OF THE MILLCREEK COUNCIL ADOPTING AN AMENDMENT
TO THE MILLCREEK EMPLOYEE POLICY AND PROCEDURE MANUAL**

WHEREAS, the Millcreek Council ("*Council*") met in regular session on September 25, 2023, to consider, among other things, approving a resolution to adopt an amendment to the Millcreek Employee Policy and Procedure Manual; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to adopt an amendment to the Millcreek Employee Policy and Procedure Manual, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the amendment to the Millcreek Employee Policy and Procedure Manual is hereby approved and the City Manager is hereby directed to implement the amendment.

This Resolution assigned No. 23-47, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 25th 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

Millcreek Employee Handbook

Section 3.01.9-124

9. On-Call Notification

- Certain departments may require employees to be available to return to work during off-duty hours to respond to unforeseen, unplanned, or emergency situations.
- Employees must be available and able to respond to a City work site within one (1) hour and in compliance with the City's Drug/Alcohol Policy.

10. On-Call Compensation

- Non-exempt employees, officially placed assigned to on-call status duties, are eligible for on-call compensation.
- On-call compensation pay is calculated equivalent to issued at a flat rate of \$300 a week or \$42.86 a day at two (2) hours of regular pay per day for every each Friday (beginning after 5:00 P.M.-P.M.), Saturday, Sunday, (and designated City paid holidays) scheduled in on-call status during the assigned on-call duration.
- Time to respond to incidental in status, anticipated and daily on-call compensation rate. Time to respond to iCity is considered to be part of the normal workweek counted as additional
- On-call compensation is not counted as hours worked for the purposes of calculating overtime.

11. Incidental Phone Calls

- Time to respond to incidental phone calls, received while in on-call status, is anticipated and included in the on-call compensation rates described above.
- Time to respond to incidental phone calls received during off-duty hours is considered to be part of the normal workweek and shall be counted as additional time worked.

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11.12. Call-Back Compensation

- Non-exempt employees called back to work after scheduled work hours have ended and before the next regularly scheduled work time are eligible to receive call-back compensation.
- Upon call-back, travel time is paid to commute to and from a City work site is considered time worked.

- ~~Call-back compensation shall be a minimum of two (2) hours per for each incident (including travel time) and will be calculated at the employee's overtime rate of pay.~~
- ~~Call-back compensation may be designated as may be taken as paid overtime or added to the employee's compensatory time bank.~~
- ~~Upon call back, travel time is paid to commute to and from a City work site.~~

DRAFT



**Minutes of the
Millcreek City Council
August 16, 2023
5:00 p.m.
Special Meeting**

The City Council of Millcreek, Utah, met in a special public meeting with the Planning Commission of Millcreek on August 16, 2023, at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106. The meeting was conducted electronically and live streamed via the City's website with an option for online public comment.

PRESENT:

Council Members

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

City Staff

Francis Lilly, Planning & Zoning Director
Elyse Sullivan, City Recorder
Robert May, Long Range Planning Manager
Sean Murray, Planner
Jake Green, Planning Engineer
Kurt Hansen, Facilities Director

Attendees: Chair LaMar, Commissioner Reid, Commissioner Anderson, Commissioner Larsen, Commissioner Lofgren, Commissioner Soule, Commissioner Vance, Commissioner Wright, Luigi Resta, Matt Strong, Teri Gallegos, Adam Watts

TIME COMMENCED – 5:00 p.m.

Chair LaMar called the meeting to order and read a statement describing the duties of the Planning Commission.

1. Discussion of Code Update Process and Sensitive Land Areas

Francis Lilly gave a project update on the R-1, R-2, and R-4 Zones. He said the R-1, R-2, and R-4 Zones were enroute to the city council, with the R-4 being a “legacy” district with tri-plexes and four-plexes. The Residential Multifamily (RM) Zone would change to the Residential Mix Zone (RMZ). The current RM zone is on corridors identified as mixed use areas. The new RMZ does retain many existing standards of the RM including building materials, massing requirements, height limits, lot and setback requirements, and uses, and the amenities were updated and revised with additional criteria. The revised site criteria included buildings being required to be parallel to the street, entrances along street facades being oriented to a hierarchy, and required ground floor living space for new multifamily projects. There were spatial limits tables and graphics, design graphics, and minimum criteria for amenities added. Commissioner LaMar appreciated the illustrations with definitions on the design standards.

Lilly then described the proposed Sensitive Lands Overlay (SLO) Zone. The sensitive lands map addressed debris flows, faults, alluvial fans, and liquefaction. The city code has geological hazards and Foothills and Canyons Overlay Zone (FCOZ) in different sections. These would be combined into a single zone. The SLO would rely more heavily on geotechnical reports and introduce a sensitive lands map, carry over existing standards and processes with minor updates, have new requirements for soils and water table analysis for all development to assure foundational integrity, prohibit all construction on slopes greater than 30%, provide review and assessment responsibilities to the contracted city geologist, include language to reduce the risk to the city and the eventual owner of the building/lot, and include a dispute resolution process. FCOZ was designed to address sensitive land issues all over Salt Lake County on the hillsides and canyons, but it was not found elsewhere in the city, and it needed to be. The proposed ordinance was very technical. Lilly said existing lots greater than 30% could apply for a variance. The geotechnical submittal requirements would vary based on what hazards were present on the site. It would now include coverage of additional hazards such as alluvial fans, wildland urban interface, and saturated soils. A certified inspector would also be required on site to monitor improvements being built as per the building permit and/or the land use approval. A contracted city geologist would review the geotechnical reports and provide recommendations.

Commissioner Soule asked what other cities were doing. Lilly said this proposed ordinance was more robust than what other cities were using. Commissioner Soule asked about protecting consumers from purchasing sensitive lots. Lilly said liquefaction or geological hazards such as fault study areas, if a subdivision was done, would have a disclosure on the property title. He said there were other disclosures for alluvial fans and flood plains. There was not a disclosure for a steep slope. He did not know how to solve that problem. Commissioner Soule asked how many of the proposed rules were new. Lilly said it would be easier for people to get a permit for a fence or accessory structure in FCOZ, but there were complicated waiver special exception processes. The biggest change was prohibition on development of lots with slopes greater than 30%. Council Member Uipi submitted an online comment asking, “To speak to Diane’s inquiry, you stated we could look at a solution to inform disclosure if there wasn’t disclosure in the last twenty years. What does that look like?” Lilly said when it gets caught, there could be disclosures on title or when a building permit is applied for.

Lilly said code was relatively silent on temporary use standards. A new section would cover miscellaneous temporary uses that were currently missed or fragmented throughout the code, help standardize procedure and criteria, eliminate previously vague discretionary conditions, and cover a wide range of temporary uses such as construction trailers, shipping containers, and seasonal retail, etc.

Lilly gave an overview on the proposed Commercial Zone District; it would replace existing C-1, C-2, C-3 zones with one commercial zone, prohibitions on uses within the C-1 and C-2 zone would remain as separate requirements in the new C Zone, it would retain or enhance existing standards, allow “affordable housing” as an allowed use without requiring a mixed use if at least 300 feet away from an intersection, and clarify uses and provide better definitions (there were only a couple of uses not allowed in the C-1 zone that was not included in the other zones, mostly automobile uses). There would be new spatial requirements and design standards. The City Center Overlay Zone updates would reduce the maximum building length from 300 feet to 250 or 200, clarify drive-through prohibitions, and make potential minor adjustments such as allowing pillars to support awnings in the design standards.

Commissioner Reid wondered if the city had any authority with disclosures in real estate transactions. Lilly was not sure. Commissioner Reid said the real estate disclosure process was currently robust. Lilly said city disclosures could be recorded on title whereas real estate ones were not. Chair LaMar asked about the drive through prohibitions in the city center. Lilly said the code would further restrict them.

The city council members left the meeting at 5:43 p.m.

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

Attest: _____
Elyse Sullivan, City Recorder



**Minutes of the
Millcreek City Council
August 21, 2023
6:00 p.m.
Special Meeting**

The City Council of Millcreek, Utah, met in a special meeting with the City Council of Murray, Utah on August 21, 2023, at Murray City Hall, located at 10 E 4800 S, Murray, Utah 84107.

PRESENT:

Council Members

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

City Staff

Mike Winder, City Manager
Elyse Sullivan, City Recorder
Robert May, Long Range Planning Manager

Attendees: Phil Markham, Brenda Moove, Paul Pickett, Tammy K., Doug Hill, Elvon Farrell, Lawrence H., Clark Bullen, Dave Carr, Jacob Richardson, Kristy Chambers, Janice Strobell, Pattie Johnson, Jennifer Kennedy, Murray Council Member Pam Cotter, Murray Council Member Rosalba Dominguez, Murray Council Member Garry Hrechkosy, Murray Council Member Diane Turner, David Rodgers, Christine Richman, Jason Claunch, Tim Sullivan, Shawn LaMar, Erika Chmielewski, G. L. Critchfield, Murray Mayor Brett Hales, Zack Smallwood

TIME COMMENCED – 6:00 p.m.

Murray Council Chair Garry Hrechkosy called the meeting to order. The city councils did introductions.

1. Discussion on Preliminary Concepts/Directions and Implementation Steps for the Murray North Station Area Plan; GSBS Consulting

Christine Richman gave an overview of the work the consultants had completed. She showed a map of the Murray North Station Area with the city boundaries and a planning area of 1/2 mile around the TRAX station. She said 4500 S and the heavy rail line acted as barriers through the area. Mayor Silvestrini said Millcreek had a similar boundary abutting South Salt Lake and the Meadowbrook Station. The statutory requirements for station area plans required planning for the 1/2 mile radius around the transit hub. The purpose of the planning was to determine a shared vision that is informed by existing uses and how the community perceives its future. The plan itself needs to identify opportunities and constraints within the station area, opportunities for affordable housing, preferred visions shared by the community within and around the station area and provide strategic recommendations that may be pursued by UTA and the respective local government to help facilitate implementation. She presented the schedule of what the cities had,

needed, and how to get there. The cities had an existing conditions analysis, economic opportunities analysis, phase 1 engagement, and a strengths, weaknesses, opportunities, and threats analysis. The cities needed to think about livability, connectivity, safety/security, missing services and amenities, alternatives, and a preferred approach. To get there, the cities needed a land use map for the area, design considerations for streetscape and buildings, and identify funding opportunities and implementation steps. The consultants planned to deliver a final plan draft for consideration in late fall.

Richman said the consultants had completed a series of maps on land use, transportation, crime, safety, environment, housing, economic opportunity, and community assets. They heard in public engagement that there is a lot of housing but not a lot of services and amenities for the households in those areas. Gathering places and grocery stores were identified as needs. A website was created for the planning project, www.murraynorthstationarea.org, for the public to use which included information about the process, an interactive map to collect ideas and identify community priorities, hosts an online survey, and provides a list of upcoming planning events. There would be an open house on September 12 from 6-8pm at Birkhill Park. The community outreach so far had included an open house, tabling events, and a UTA Platform pop-up event. The stakeholder interview process included a technical advisory committee, community advisory committee, business owners, developers, homeowners, residents, city councils, planning commissions, and regional and technical experts.

Richman reviewed various map depictions of the area identifying land use, housing, environment, crime, connectivity, and parking. She mentioned the area was in transition with legacy industrial uses, but housing was coming in. There was also commercial in the area, and she wanted to make smooth transitions between varying uses and restore the grid network to support multimodal connections. The housing in the area ranged from post-WWII boom (1940-70s) to post-TRAX development (2000s) and consisted of 426 rental-assisted units and 644 low-rent units. There were limited opportunities for home ownership. Some properties have environmental issues related to former industrial uses. There is a less than adequate tree canopy cover and parks access. The crime map ran a crime analysis and created a heat map of where the crimes occurred and the type. Of the crime instances, there were issues with public ordinance, public peace, traffic, family offenses, larceny, and assault. Mayor Silvestrini asked about collecting crime data from UPD. Richman said the data from both departments was comparable, but the crime categories were different. Erika Chmielewski said they classified violent crime as every crime that involved bodily harm to a victim. Some of the crimes could be mitigated through urban design strategies. There were issues related to access control, maintenance, and vacancies.

Tim Sullivan said the idea with transit oriented development is that people are not using cars. Things need to be directed and connected. Walking is the fundamental foundation of transit oriented development. The station area has significant connections and barriers with I-15, 4500 S, State Street, Union Pacific rail, TRAX rail, and Big Cottonwood Creek. Things to consider were sidewalk gaps, crossings, bus connections, bicycling and micro-mobility, and urban design and placemaking. He felt there was potential to connect downtown Murray to the station area. He noted parking was needed but needed to be designed to be pedestrian focused. Parking counts over two days indicated that an average of 42% of the UTA parking spaces were occupied midday, and on-street parking was less than half utilized. The parking is generally well-utilized but not full. There was a desire for more parking options. Shared parking was a potential strategy

that had not been tried much in the area. The newer developments were doing well with parking. Mayor Silvestrini said Millcreek entitles parking and requires parking with units. If parking costs extra for residents, they will park on the street. Sullivan said there were cost incentives for residents to use the train and not use a parking spot. Richman said the strategy was to increase opportunities for internal capture so there was an environment where people did not have to use their car, such as for going to the grocery store. A Murray council member asked about helping with multiple families living in the same unit. Richman said rooftops brought commercial, so they needed to diversify socioeconomics for the neighborhood to increase its buying power for more services and amenities. Sullivan said a strategy was needed to address parking in the area because parking was needed. UTA was open to discussion on helping to solve the parking problem.

Jason Claunch said the market assessment analysis showed a demand of total capacity for 170,000 square feet of additional retail, 118 owner-occupied units annually, and 248 multifamily units annually. There were opportunities to create an anchor to support infill of existing, vacant retail space and support additional activity generation, continue to improve the public realm to support ground-level commercial/retail, leverage development that preserves and enhances open-space within the station area, incorporate additional job-creation in the area to support daytime activity and balance residential, and expand housing options by incorporating additional owner-occupied housing. Some things to consider were that retail may naturally gravitate to State Street due to higher traffic counts, co-tenancy, and visibility, the limited walkability and connectivity hinders cross-shopping benefits, and existing uses conflict with future goals. Claunch said there was need for balance with a range of affordable and non-affordable housing.

Richman said there was a green space/tree challenge in the area. It was acknowledged that the lack of crosswalks was also a problem. She presented three concept form examples with renderings and images to illustrate; options A, B, and C. Option A extends the station area core grid southward into the UTA mobility center area, builds out UTA sites with primarily complementary non-residential land uses, seeks an anchor use in the north end of the current UTA parking lot which activates the south end, the foam factory redevelops to build a shared parking structure available to station users, anchor use visitors, and residents of the Avida/Brickgate, create Edison active transportation improvements, and extend Main Street bike lanes where feasible.

Option B had an activity focus on Main Street, which would extend the open space trail corridor through the station and south along TRAX and looped to connect with Main Street at the 4500 S crossing, would integrate a grass oval at Main/4500 S intersection into trail/open space corridor, provide Main Street link to Hanauer, provide for a quieter node around the station area, and provide for continued residential and some retail infill development. The mobility center could develop as multifamily in the long term, and they could find a way to retrofit Avida/Brickgate parking. It was asked where a grocery store could be located in option B. Richman highlighted in any of the red on the map as being commercial. Nothing in the plan would force any use transitions, this was a plan for when transition may happen. Mayor Silvestrini noted Millcreek had been trying to create biking opportunities for Main Street, and Main Street should be improved regardless of the plan.

Richman presented option C. The vision was for a larger sub-regional hub, the area between the two tracks having urban design improvements, the existing station area core grid be expanded, a

major open space system developed along Big Cottonwood Creek including a trail connection to the west, active retail/recreational frontage along Big Cottonwood Creek, have Fireclay Avenue as the main station area corridor/center of activity, increase bus connections to the station, add a bus/mobility hub along Fireclay Avenue, could consider additional street connection across TRAX between the station and 4500 S, an open space corridor link north along TRAX to redeveloped walkable Central Avenue corridor, and a major investment to push Fireclay Avenue west across the Union Pacific line. A sub/regional hub would be similar to Sugarhouse. Mayor Silvestrini noted that other station areas in the valley would have the same impediments with the rail lines. Richman said this area was better than some other stations, cities needed to find the right balance with headways on the rail and helping people get across it. She said the city could close two rail crossings to get one new crossing on the Union Pacific Line. She said they could work to improve the Central Avenue underpass. Richman said the plan was for twenty years out; opportunities arise as the community grows.

A Murray council member asked how this area plan fits with Murray's General Plan. Zack Smallwood, Murray planner, said the General Plan looked to improve the station areas. The station area plan had the same vision going forward, like an appendix to the General Plan; nothing was contrary to the Murray General Plan. Robert May, Millcreek planner, noted these options were in alignment with Millcreek's General Plan, too. It was noted there was not a lot of green space. Council Member Catten pointed out that the Seven Canyons Trust was actively trying to preserve waterways as green space. Richman said all three options could be improved by adding usable green space. Mayor Silvestrini pointed out that all of the options were to improve the north of 4500 S. Richman said one example of a barrier crossing was Klyde Warren Park over a freeway in Texas, which could be considered as a possible option for 4500 S.

Richman said the two cities shared a vision for the area. She said there were opportunities for coordination with land use, design approach, and funding. Mayor Silvestrini said Millcreek had a community redevelopment area on the west side of the city to provide tax increment. Murray acknowledged they had one too, Fireclay. Richman said grant applications would be strengthened by having two cities jointly apply for funding. The plan would include the future land use map, consider the market-rate residential development distribution, distribution of parks, public amenities, and services, commercial/retail development, and connectivity improvements. Mayor Silvestrini said the city could benefit from a mix of income and green space in the area. Owner occupancy would be key to building that community. A Murray council member said they should consider having developers install community centers if they do not include green space in their developments. She said there were a lot of children that had nowhere to go. Both cities acknowledged they had park impact fees that could be used. A Murray council member asked about underground connectivity conversations. Richman had not heard about an appetite for that.

Richman said with design approach, creating an entryway and identity indicators would go a long way, as well as continuing the streetscape and building form. There would be a matrix of funding opportunities in the plan that would include the existing tax increment funding producing areas, grants, and housing, transit, reinvestment zone (HTRZ). Claunch said the cities should be comfortable with density in the area at a level that made sense. Richman said the team was focused on how to continue to make this area stay exciting as well as having access to services and amenities. A Murray council member said a grocery store would help to achieve a lot of these goals.

Chair Garry Hrechkosy adjourned the meeting at 8:00 pm

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

Attest: _____
Elyse Sullivan, City Recorder



**Minutes of the
Millcreek City Council
September 11, 2023
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a regular public meeting on September 11, 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 (excused)
Cheri Jackson, District 3
Bev Uipi, District 4 (electronic, arrived at 7:33pm)

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
Dan Drumiler, Stormwater Engineer
(electronic)

Attendees: Chief Steve DeBry, Vince Coley, Joey and Megan Dolim, Laura Renshaw, Katie Murakami, Jake Murakami, Cate and Patrick Nelson, Kathy Blake

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:01 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

Mayor Silvestrini called the meeting to order, recognized the events of September 11, 2021, and led the pledge of allegiance.

1.2 Public Comment

Kathy Blake, Woodland Avenue, noted that the developer for item 2.1 removed the secondary access onto Woodland Avenue based on neighborhood feedback. She expressed appreciation for that and support for the project.

The mayor said emails for a rezone project on Wasatch Boulevard had been received and the council was aware of the comments for and against the application from residents. He acknowledged his 41st wedding anniversary to his wife, Leslie Silvestrini.

2. Planning Matters

2.1 First Reading: ZM-23-001/GP-23-001, Request to Rezone from the R-1-8 Zone to the C-3 Zone to Accommodate an Approximate 21,000 Square Foot, 3 Level Ground-Up Medical/Dental Office Building and a General Plan Map Amendment from the Public/Quasi Designation to the City Center Designation at 3179 S. Highland Drive by Applicant Rigby Watts & CO, Adam Watts

Francis Lilly said Millcreek obtained the property from the Church of Jesus Christ of Latter-Day Saints. A portion of the property was surplussed to Dominion Energy to relocate a regulator station. The remainder of the property was put out to a request for proposals (RFP). Mayor Silvestrini noted the Church required the city to demolish the chapel that existed on the property as a condition of sale. Lilly showed the council a map of the property with the R-1-8 portion proposed to be rezoned to C-3. The rezone would include a development agreement and a zone condition limiting the property to retail, office, and medical/dental only. The whole property would change on the General Plan Future Land Use Map and be redesignated from Public/Quasi to City Center. The city felt a less intensive single-purpose commercial use would be the best fit for the site since it fronted a residential neighborhood. The chosen RFP was for a 21,000 square foot medical/dental office building primarily due to the low traffic impacts generated from that use. To accommodate the use, the city initiated a text amendment to the City Center Overlay Zone Bulk and Yard Regulations Chapter. The text amendment would provide an alternative for commercial single purpose buildings to be exempt from doing a 20 foot building setback, but had to meet specified building dimensions and footprint, and include some enhanced design features.

Lilly showed the council slides of the site plan as it evolved through the application process. The applicant would provide sole access onto Highland Drive and provide 74 parking stalls with 3 of them being ADA. The Fire Marshal was okay with the single ingress/egress. Millcreek will have use of the parking lot in the evening as part of a shared parking agreement for Millcreek Common overflow. Lilly highlighted the trees on a site plan that would be preserved as well as the new trees that would be added. Lilly showed renderings of the building and noted the building would be 47 feet tall, 7 feet of which was a parapet. A medical office trip generation study was conducted. In 2019, a Highland Drive Corridor Study was conducted to consider the highest impact of the property. The medical office trips created 78 PM new daily trips and the future greatest impact scenario created 123 PM peak hour trips. The medical office building would generate about 23 more AM peak hour trips and 45 fewer PM peak hour trips. The 2019 study found that traffic operations were not problematic at the Highland Drive / Woodland Avenue intersection in the AM peak hour. The proposed medical office building generates fewer trips in the PM peak hour where congestion was an issue on Highland Drive. The development agreement would include conditions on:

1. Uses of Property will be limited to retail, office and medical/dental only.
2. Drive through uses including menu boards, outdoor speakers, microphones, ordering windows and ordering boxes are prohibited.
3. Setbacks will be substantially the same as depicted on the attached site plan in Exhibit C.
4. Vehicle access will be substantially the same as depicted on the attached site plan in Exhibit
5. The Project shall include a precast concrete wall along the east property line compliant with City code. The color of the precast concrete wall must be approved by the city.

6. Developer agrees to preserve certain trees as depicted on the attached tree preservation plan in Exhibit C.
7. Parking lot landscaping shall include a minimum 4' wide pedestrian path as depicted on the attached 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.

Lilly said there was a well-attended neighborhood meeting. 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 to the site. The impacts on Woodland Avenue and lighting on the site were issues of concern. The residents were saddened by the removal of trees, but happy that they would be replaced. In their meeting, the Millcreek Community Council moved to recommend approval of the proposed rezone application as presented and not remove the Woodland Avenue access point. In their meeting, the Canyon Rim Citizens Association moved to recommend approval of the proposed rezone application as presented, including the location of the building. The Planning Commission recommended the applications for approval and added a condition that the applicant will situate the trees on the north side of the property such that it will allow one exit for a disaster and also a zone condition be recorded on the property limiting the uses to retail, office, and medical/dental only with the main access being from Highland Drive only. Lilly said staff supported the Planning Commission's recommendation.

Council Member Jackson expressed concern with people turning onto Woodland Avenue expecting an access and there not being one, thereby putting traffic onto Woodland Avenue. Mayor Silvestrini was willing to support the neighborhood on not having an access and said the situation could be monitored for future change. John Brems said the development agreement could have an administrative approval if it needed to change, adding a triggering event. Council Member Catten was worried about southbound traffic turning onto Woodland Avenue. Lilly pointed out the offices would be an established clientele that would learn how to park there. Council Member Catten pointed out that with Millcreek Common overflow parking, it was not established clientele. Lilly said zone conditions were limited to affecting height, building design and materials, uses, and residential density.

Adam Watts, applicant, said he tried to accommodate the neighborhood's requests with access and trees.

3. Business Matters

3.1 Discussion and Consideration of Resolution 23-44, 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

Mayor Silvestrini said this was a revision to the interlocal agreement with Salt Lake County. Millcreek is a member of the Urban County, so the city participates in social

welfare type grant projects but maintains control over hard costs for capital improvement type projects. There were some new federal requirements that needed to be approved.

Council Member Jackson moved to pass Resolution 23-44, 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. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

3.2 Discussion and Consideration of Resolution 23-45, Approving an Interlocal Cooperative Agreement with Salt Lake County with Respect to the 2022-2028 UPDES Media Campaign Cost Sharing

Dan Drumiler said this was a partnership with the Salt Lake County Storm Water Coalition to meet requirements with the public education and outreach program. Salt Lake County provides a media campaign. The city has done the partnership in the past. The agreement is for \$9,638.84 per year paid from the Storm Water Fund. He recommended the council pass the resolution to meet storm water quality requirements. Mike Winder pointed out that UPDES stands for Utah Pollutant Discharge Elimination System. Drumiler noted the city's corrective action plan was under review.

Council Member Catten moved to approve Resolution 23-45, Approving an Interlocal Cooperative Agreement with Salt Lake County with Respect to the 2022-2028 UPDES Media Campaign Cost Sharing. Council Member Jackson seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Silvestrini reported that the council and some staff attended the Utah League of Cities and Towns conference the prior week. He was succeeded as President of the League by the mayor of Provo.

4.2 City Council Member Reports

Council Member Catten reported September was "Get to the River" month for the Jordan River. Council Member Uipi reported that Churchill Junior High held a successful rock concert. She expressed appreciation for the mayor. Council Member Catten acknowledged interviewing Laura Renshaw with the Millcreek Library for the Promise Program.

4.3 Staff Reports

Mike Winder announced the first Millcreek Business Market at Millcreek Common on September 14th. Rita Lund said the playground at Fortuna Park was unsafe and Salt Lake County would be removing it. She asked if the council was interested in putting swings in during the interim until funds for a better playground were installed. Council Member Catten suggested putting an article in the newsletter highlighting the safety concerns of

5. Consent Agenda

5.2 Approval of August 28, 2023 Work and Regular Meeting Minutes

6. New Items for Subsequent Consideration

7. Calendar of Upcoming Events

- ADJOURNED:** Council Member Catten moved to adjourn the meeting at 7:55 p.m.

APPROVED: _____ **Date** _____

Attest:

Elyse Sullivan, City Recorder