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ZT-23-008/ZT-23-009

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## CITY COUNCIL STAFF REPORT

(1<sup>ST</sup> Reading)

Meeting Date: 11/13/2023

Applicant: Planning Staff

Re: Adoption of proposed zoning text amendments within the Millcreek Zoning Code revising:  
→ Chapter 19.14 Residential Single-Family Residential Zones (R-1)  
→ Chapter 19.32 Medium Density Residential Zones (R-2)  
→ Chapter 19.71 Residential Compatibility Overlay Zone (RCOZ)

File No(s): ZT-23-008 & ZT-23-009

Prepared By: Planning Staff, Robert May

<b>Scope of Decision:</b> <b>Discretionary.</b> 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.
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## REQUEST AND SYNOPSIS

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The Planning and Zoning team is proud to present to the Millcreek City Council the proposed drafts of the updated R-1 and R-2/RCOZ code. Currently there is a conflict among those who wish to develop in the R-1 and R-2 zones. Many are unaware the RCOZ exists, which results in costly revisions to their plans, timing issues, and delays finding a contractor. While the situation has improved over time, this conflict also creates unnecessary tension between the property owner and staff reviewing building permit applications. Staff sadly has to convey to the property owner and contractor that their building permit plans are rejected, and there are additional requirements and standards to address.

Staff has made many attempts to help resolve this issue with helpful guides and checklists placed on the Millcreek website designed to inform the applicant of all the applicable codes. Staff has also revised the online interactive maps to hopefully inform users searching for information. However, much of the problem stems from each zone being separate chapters within the zoning code.

In accordance with the provisions of Utah Code, before the City Council may adopt amendments to the zoning ordinance, any such amendment shall not be made or become effective unless the same shall have been proposed by or be first submitted for the recommendation of the Millcreek Planning Commission. The Planning Commission shall review the zoning text amendment request and a recommendation shall be made to the City Council to approve, disapprove, or continue the application.

### What we are trying to achieve with the new R-1/R-2/RCOZ Code

- Clear up resident confusion and eliminate application conflicts
- Simplify and speed up building permit review times
- Enhance clarity with better definitions and images
- Incentivize development on smaller lots
- Continue to preserve the character of our single-family neighborhoods
- Provide alternative development standards for different lot sizes
- Encourage a variety of affordable single-family housing options

## GENERAL PLAN CONSIDERATIONS

The Millcreek General Plan lays out goals and strategies that pertain to the proposed ordinance. These goals and strategies are listed below, each with a summary describing how it achieves the goals set out in the General Plan for this area.

### Goal N-1: Preserve and enhance the physical elements of each neighborhood's character

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

- **Height is regulated by zone – zones with bigger minimum lot sizes allow taller heights.**
- **Bulk and height transitions regulated by envelope. The new code proposes three different envelopes, depending on zone.**
- **Requirements can be modified based on neighborhood compatibility – this strategy has been a very successful way of making our existing residential standards work in existing neighborhoods.**

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

Strategy 1.5: Promote the maintenance and improvement of the existing housing stock and allow for remodeling, expansion, and additions as appropriate in the area to accommodate the changing sizes and varieties of household types.

- **A steeper more forgiving envelope for R-1-6 and R-2-6.5 lots and the box envelope applying to lots in R-1-5 and below recognizes the many narrow lots in Millcreek that have additional development constraints. Some of these neighborhoods could benefit from additional homeowner investment in the form of 2<sup>nd</sup> floor additions.**
- **384 permits for additions and alterations have been approved under RCOZ since January 2018.**

**Goal HE-7:** Require that new development protects the treasured views of Mount Olympus, the Oquirrh Mountains, the Great Salt Lake, and other significant viewsheds from roadways, frequented public areas, community gateways, and other public places.

Strategy 7.2: Protect view corridors by creating visual breaks between buildings.

- **The building envelope has value to protect view corridors and to expand visual breaks between buildings, by pulling in second stories, particularly on larger lots in R-1-8, R-2-8 zones and above.**
- **Staff proposed establishing an envelope standard by zone, and not by neighborhood, because the strategy to protect viewsheds is not neighborhood-specific. It is a city-wide strategy applicable to any neighborhood.**

## PROPOSED R-1/R-2/RCOZ CODE AMENDMENTS

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Staff views the proposed code update as “adapting” rather than “changing”. The proposed code is a reflection based on what we are hearing from residents and observing development trends over the years. Understanding that there is not a “one size fits all” set of standards, we are proposing some alternative development standards for the small irregular shaped lots that have struggled to develop under the old code. We are trying to add flexibility where it counts, while embracing and preserving the design characteristics that make Millcreek single-family neighborhoods some of the most desirable neighborhoods in the valley.

### What will stay the same

- Front and side yard setbacks will remain the same.
- The option to modify the requirements on the basis of neighborhood compatibility is proposed to remain.
- The 45-degree building envelope requirement is proposed to remain, for larger lots in the R-1-8, R-2-8, R-1-10, R-2-10, R-1-15, and R-1-21 zones.
- Existing exceptions for gables and dormers will remain, although staff is adding definitions for these terms.

### What will change

- The Option A standards from RCOZ becomes the proposed spatial standards for all R-1 zones.
- Option B from the RCOZ remains but is renamed to the Neighborhood Compatibility Modification (NCM).
- Proposing to add the rear yard setback as an option in the neighborhood compatibility modification.
- Adding a requirement which increases the rear yard setback on sloped lots exceeding 20%.
- Option to have uncovered porches up to 10 feet into the front setback line.
- The combined side yard setback requirement from RCOZ remains but only applies to lots 50% or larger.
- A 60-degree building envelope is proposed for lots in the R-1-6 and R-2-6.5 zones.

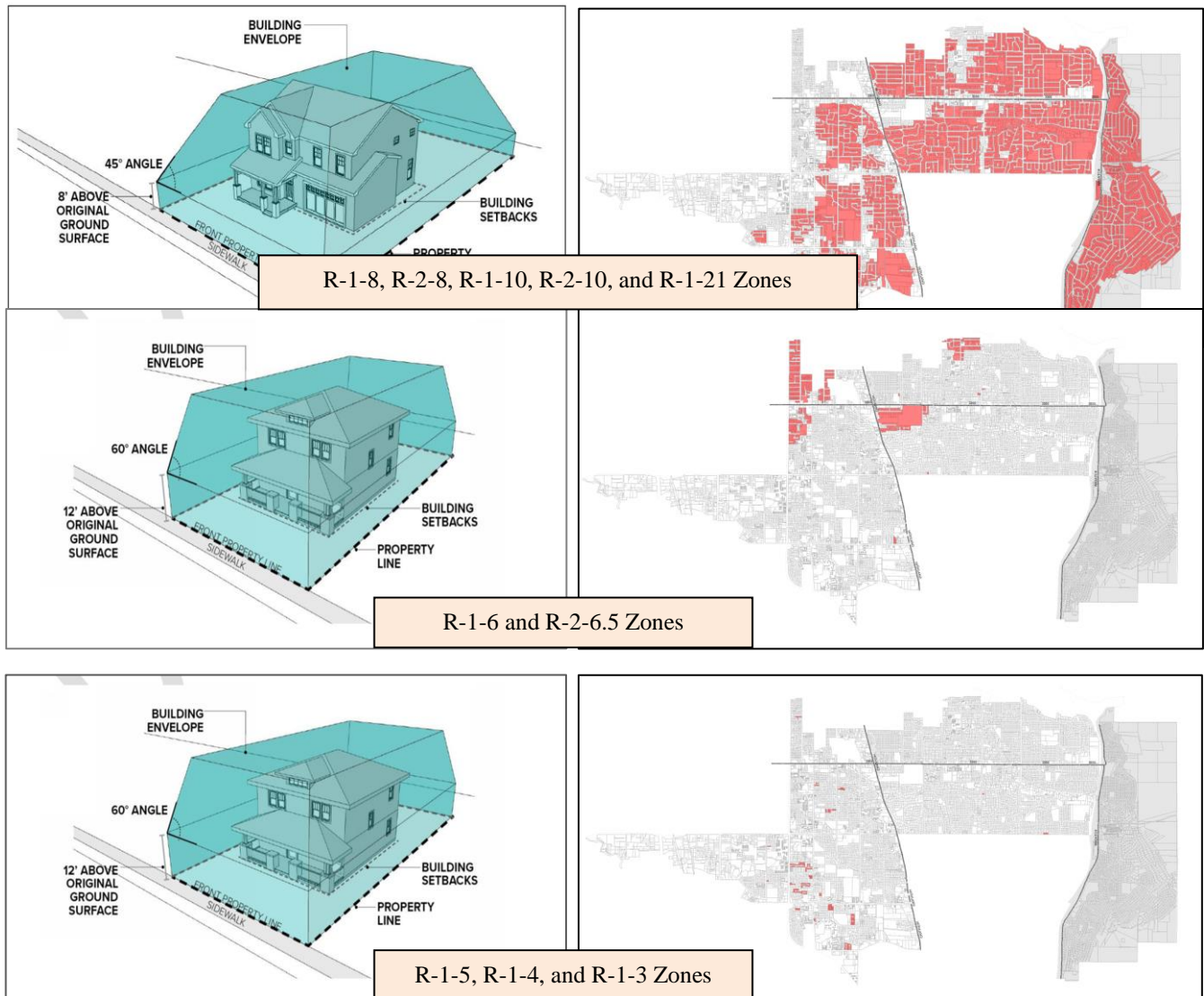
- A box envelope at the building setback line for the R-1-3, R-1-4, or R-1-5 zone. These changes are intended to allow existing homes on these smaller lots the option to add a second story.
- Building height is proposed to increase from 28 feet to 32 feet in all R zones.
- Removal of the RCOZ Option C. Option C was discussed as potentially being a legislative process, but after more legal discussion, it is suggested that those wishing to go beyond the standards in the draft, should use a variance process. In such situations where unique circumstances for a particular lot could provide a variance option, the common process for such situations is a variance. State Law would suggest that a variance is the better option.
- A few uses were eliminated such as commercial daycares, pigeons, and sportsmen kennels.
- New graphics have been provided to show the building envelope options and allowances.
- All of the spatial requirements are in tables and diagrams.
- Removal of R-1-43 Zone. None exist.

### **Other Changes being Proposed**

- In addition to building height projections, Staff is proposing additional “Setback Projections” into yard areas (applies to both R-1 & R-2 Zones).
- Change “Civic and Institutional” Uses back from a “Conditional Use to a “Permitted Use (applies to both R-1 & R-2 Zones)
- “Commercial Agricultural” Uses are prohibited (applies to both R-1 & R-2/R-4 Zones).
- Added twenty-foot side and rear yard setback for civic and institutional uses when abutting residential uses (applies to both R-1 & R-2 Zones).
- Added zero setback between attached units (applies to medium density zone only)
- Height envelopes and setbacks within the Medium Density Zone have since been tailored to more towards one- and two-unit dwellings.



## Building Envelope to Zones

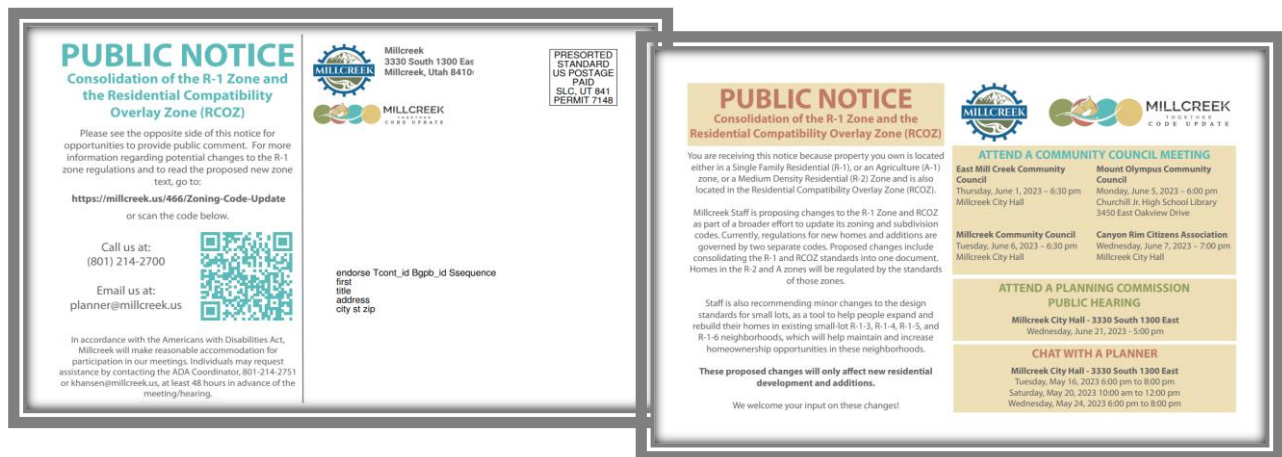


## RESIDENT PARTICIPATION AND FEEDBACK

In light of this conflict, staff found value in carving out a little more time examining the administrative conflicts the current R Zones code present. While also focusing on specific design standards required in the R-1, R-2 and the RCOZ that may or may not create unnecessary development constraints. Due to how complicated the subject matter is and its high level of sensitivity among Millcreek residents, staff increased the amount of exposure to the residents with the goal in mind of obtaining additional resident feedback and participation.

### Chat with a Planner Open House

To help spread the word, we published the public notice on two different occasions in the e-newsletter and once in the printed newsletter, which went to every residential address in the city. Millcreek also sent out nearly 18,000 mailed public notices sent to all property owners residing in a Residential Zone (**R-1, R-2, and R-4**) inviting them to attend and participate in the Community Council and Planning Commission meetings. Within the mailed notice, staff carved out three (3) specific dates and times where residents could visit City Hall and chat with a planner regarding the potential changes to the R-1 zone regulations.



**Tuesday May 16<sup>th</sup>, 6-8pm**  
**8 residents attended**

**Saturday May 20<sup>th</sup>, 10-12am**  
**6 residents attended**

**Wednesday May 24<sup>th</sup>, 6-8pm**  
**6 residents attended**

Over the course of the three meetings, only twenty residents collectively attended the chat with a planner open house. Many who attended the open house had specific building questions pertaining to their property or just needed help understanding how the proposed zone update would affect them. Some saw this open house as an opportunity to voice their frustration about land use in general and their opinion concerning taxes. What staff learned from this open house is that most residents are completely unaware what R-1 and RCOZ even stand for and how zoning fundamentally works. However, after staff took the time to explain zoning and answered their questions, most were aloof and indifferent.

## COMMUNITY COUNCIL RECOMMENDATIONS

Staff has adopted the policy of bringing complicated and contentious applications to the Community Councils a month in advance (or more) to help flush out any concerns they may have before the application comes before them for their official recommendation. This also helps eliminate the shock factor and provides them with ample review time to digest the application in full. Each Community Council was given the opportunity to comment and make suggestions on the proposed R-1/RCOZ code and the R-2/RCOZ code individually during their regularly scheduled May meeting before being asked to make their official recommendation at their June meeting. While we summarize the discussion and vote each of the Community

Council makes at their meeting, we request that a formal letter of their recommendation be submitted to staff. Letters of recommendation received from the Community Councils are included in the supporting documents for your review.

## **R-1/RCOZ**

### **East Mill Creek Community Council (EMCC) meeting June 1, 2023**

Prior to making a recommendation, a couple members of the EMCC wanted further clarification on what architectural elements could protrude into the building envelope. In addition to explaining how staff calculates the degree gables and dormers can protrude into the envelope, it was also noted that eaves and roof overhangs could already project into the setback up to three feet area per the definition of “yard”. Staff noted that this was an existing function of the code and was not part of the R-1/RCOZ code update. There were several residents in attendance at the meeting that had received the public notice and wanted further clarification from staff. Questions from the residents were about the definition of RCOZ and whether the density of their neighborhood would change and begin to allow multi-family housing. Staff responded by explaining what RCOZ stood for and how it effects development and reassured them that staff was not proposing any changes to density and that multi-family housing would not be allowed in their single-family neighborhoods. [The EMCC made a motion to approve the proposed R-1/RCOZ draft as presented by staff with the exception that staff would re-visit the definition of “yard”. Motion passed unanimously 7-0.](#)

### **Mount Olympus Community Council (EMCC) meeting June 5, 2023**

The MOCC members were comfortable with the proposed code and only had a few questions of concern. One member wanted clarification regarding the proposed increase of the rear-yard setback. Staff responded by adding that the main intent was to add more quality open space to the rear yards of our single-family neighborhoods. By doing so, it added more privacy and in instances where you have steep slopes, it helps push homes further away from homes directly adjacent and downhill. Staff noted that uphill homes dwarfing over the homes below is a common complaint and the increase in the rear yard setback is an attempt to mitigate this. Staff noted that many of these “dwarfing” homes are compliant with the standards of RCOZ. Another member made it clear that they were opposed to increasing the maximum building height from 28 feet to 30 feet for the R-1-8 Zones. He added that the two additional feet will diminish residents views. This member provided an email to staff explaining his opposition for the two foot height increase. This email is located in the supporting documents. Prior to making a motion, one last comment was made about the removal of commercial daycares from the use category. They explained daycares were a necessity and wanted an explanation from staff why it was being removed. Staff responded by commenting that, only commercial daycares were being removed but that daycares as a home occupation was still permitted. The day to day activities of a commercial daycare imposed too many impacts on a single-family neighborhood in terms of traffic and number of children. [The MOCC made a motion to approve the proposed R-1/RCOZ draft as presented by staff with the exception that staff would do more research on commercial daycares being located in residential neighborhoods. Motion passed unanimously 6-0.](#)

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### **Millcreek Community Council (MCC) meeting June 6, 2023**

The MCCC members and staff discussed the proposed draft in detail. Although most members were comfortable with the proposed code, there were several members who added additional comments. One member commented that they would like to see duplexes and triplexes allowed in R-1 Zones in an effort to help add housing. That same member also added that this proposed code was a step in the right direction but that more should be done to increase affordable housing options. Another member commented that they

shared the same feeling of allowing duplexes and triplexes allowed in R-1 Zones. Before making their final recommendation, the chair of the community council made it clear that there were items within the proposed R-1/RCOZ code they did not agree with. In summary, the chair commented that staff's proposed code needed to eliminate the standards of RCOZ from applying to properties west of I-215 or at minimum, apply the alternative envelope option of 60 degrees with a twelve foot wall height. They commented that Millcreek is becoming a "rent city" and that the RCOZ standards are forcing property owners to consider developing in other areas of the valley. [The MCCC made a motion to approve the proposed R-1/RCOZ draft as presented by staff with the exception that the alternative envelope option of 60 degrees with a twelve foot wall height would apply to all properties west of I-215. Motion passed 10-1.](#)

**Canyon Rim Citizens Association (CRCA) meeting June 7, 2023**

Members of the CRCA were generally pleased with the proposed R-1/RCOZ code presented by staff. There was very little discussion regarding the code specifically. There were a few comments made from members requiring further explanation about why staff was proposing alternative envelope options and the reasoning behind the increased rear yard setback. Staff responded that there is not a "one size fits all" set of standards. This has been an on-going issue when applying small narrow lots which is why we are proposing some alternative development standards for the small irregular shaped lots that have historically struggled to develop under the old code. Staffs reasoning behind increasing the rear yard setback five additional feet was to add more quality open space to the rear yards of our single-family neighborhoods. By doing so, it added more privacy and in instances where you have steep slopes, it helps push homes further away from homes directly adjacent and downhill. Staff noted that uphill homes dwarfing over the homes below is a common complaint and the increase in the rear yard setback is an attempt to mitigate this. [The CRCA made a motion to approve the proposed R-1/RCOZ draft as presented by staff. Motion passed 7-0.](#)

## **R-2/RCOZ**

**Millcreek Community Council (MCC) meeting June 6, 2023**

[The Millcreek Community Council voted 3 in favor to 6 opposed for the adoption of Title 19 updates to the Medium-Density zones.](#) The Millcreek Community Council did not recommend anything specific to the Medium-Density zone in their motion; Although, many comments against the proposed allowing a box building envelope were part of the discussion during community council meeting.

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**Canyon Rim Citizens Association (CRCA) June 7<sup>th</sup>, 2023.**

[Voted unanimously in favor of the adoption of the Medium Density Zone.](#)

**East Mill Creek Community Council (EMCC) June 1, 2023.**

[Voted unanimously in favor of the adoption of the Medium Density Zone](#) with a condition to evaluate the possibility of adopting a 60-degree building envelope, rather than the proposed Box building envelope.

**Mount Olympus Community Council (MOCC) June 5, 2023.**



**Voted unanimously voted in favor of the adoption of the Medium Density Zone** with a condition to research the potential effects of making Commercial Daycare/Preschool a prohibited use in the Medium Density Zone.

## **PLANNING COMMISSION RECOMMENDATION (July 19, 2023)**

### **R-1 Zone Text Amendment - Planning Commission Recommendations**

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- Support of allowing covered porches to encroach into the front yard setback up to 10' feet.
- Supports increasing maximum building height for R Zones to 32' feet.
- Supports having rear yard setback be based on slope.

### **R-1 Motion from Planning Commission Meeting Minutes.**

**Chair LaMar, considering ZT-23-008, Proposed Millcreek Code Text Amendments Altering the R-1 Zones and Residential Compatibility Overlay Zone, moved to recommend to the city council to approve the draft as presented by staff with clarification on allowing a 32 foot height in all R-1 zones, with the presented building envelopes R-1-3 through R-1-5 as a box from the setback line, R-1-6 from the property line with a 12 foot height and 60 degree slope , R-1-8 with an 8 foot height and 45 degree slope with the exception of nonconforming due to lot area and width would change from a 45 degree to 60 degree pitch; on balconies, decks, porches, etc. in the front yard, rely on staff to craft language for second floors for clarification; a 15 foot rear yard setback with the addition to allow for additional setback of 1 foot per 1 percent slope over 20 percent slopes up to a certain cap of 25 feet. Commissioner Larsen seconded. Chair LaMar called for the vote. Chair LaMar voted yes, Commissioner Reid voted yes, Commissioner Anderson voted yes, Commissioner Larsen voted yes, Commissioner Lofgren voted yes, Commissioner Soule voted yes, Commissioner Vance voted yes, and Commissioner Wright voted yes. The motion passed unanimously.**

### **Medium Density (R-2 ) Text Amendment - Planning Commission Recommendation**

- The Medium Density R-2 and R-4 Zones requirements should generally be harmonized with the R-1 Zones as follows:
  - ☐ Porches should be allowed to encroach up to 10 feet into the front yard setback.
  - ☐ Increase overall height from 30 feet to 32 feet.
  - Recommendation to incorporate the “60 degree” building height envelope, with a 12-foot beginning height, as measured at property lines.
  - ☐ Add language for rear yard setback to be based on slope.
- Renewable Energy Incentives – Does this conflict with height envelopes?

**R-2 Motion from Planning Commission Meeting Minutes.**

**Commissioner Soule moved that all of the things discussed in ZT-23-008 be applied to ZT-23-009 and move the R-4 into the RM zone, as a recommendation to the city council. Commissioner Wright seconded. Chair LaMar called for the vote. Chair LaMar voted yes, Commissioner Reid voted yes, Commissioner Anderson voted yes, Commissioner Larsen voted yes, Commissioner Lofgren voted yes, Commissioner Soule voted yes, Commissioner Vance voted yes. and Commissioner Wright voted yes. The motion passed unanimously.**

**PLANNING STAFF CONCLUSIONS**

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Millcreek Planning staff has been administering the development regulations of the underlying R-1 and R-2 Zones along with the Residential Compatibility Overlay (RCOZ) Zone for nearly 5 years and in that time, we have learned a few things. The RCOZ and its standards was originally adopted by Salt Lake County in 2009 with the intention to balance how are residential neighborhoods build out. The standards required by RCOZ became the tool used by Planning to ensure residential neighborhoods with moderate homes sizes didn't become engulfed with "Mcmansions", or otherwise monster homes. The underlying R zones work but are too broad and didn't do much in terms of maintaining compatibility. These standards were designed to combat massive homes from being constructed next to moderately sized homes by restricting building height, property setbacks, lot coverage percentages and massing, and essentially preserving the character of these neighborhoods by zone.

The RCOZ standards such as max building height, allowable lot coverage, and combined side yard setbacks shift slightly depending on zone type and lot sizes of the neighborhood, making development comparative to its surroundings, hence compatible.

*Depending on who is inquiring, the RCOZ is a tool that "restricts" or a tool that "preserves".*

**SUPPORTING DOCUMENTS**

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- Proposed draft R-1/RCOZ Code
- Proposed draft R-2/RCOZ Code
- R-1/R-2/RCOZ Code Planning Commission Staff Reports and attachments
- July 19, 2023 Planning Commission Meeting Minutes

## 19.XX.1.1 Single-Household Residential (R-1) Zones

### A. Purpose

1. The purpose of the Single-Household Residential R-1 Zones is to establish single-household neighborhoods consistent with the city's general plan for low density residential areas within the city. It is the intent to balance neighborhood compatibility with the private property interests of those who wish to expand, develop, improve, or otherwise make exterior modification to their residential property. This chapter applies to the following residential zones: R-1-3, R-1-4, R-1-5, R-1-6, R-1-8, R-1-10, R-1-15, and R-1-21 zones.

### B. Permitted Uses and Conditional Uses

1. Uses in the Single-Household Residential (R-1) Zones are allowed, either as permitted or conditional, and may include certain limitations as set forth in Table 19.XX.1 Permitted and Conditional Uses in the Single-Household Residential (R-1) Zones. If a use is not specifically designated in the table, then it is prohibited.

Table 19.XX.1 Permitted and Conditional Uses in the Single-Household Residential (R-1) Zones		
<i>P= Permitted C= Conditional Use Review Required</i>		
<i>Land Use</i>	<i>R-1 (All Zones)</i>	<i>Limitations / References</i>
<b>Residential Uses</b>		
Single Household Dwelling	P	May be subject to the requirements set forth in the Sensitive Lands Chapter 19.XX.XX
Residential Facilities for Elderly Persons or Persons with a Disability	P	As set forth in MKZ 19.87 Residential Facilities for Persons with a Disability
Short-term rentals	P	As set forth in MKC 5.19, Short-term rentals
<b>Commercial Uses</b>		
Agriculture	P	Commercial Agriculture is Prohibited
<b>Civic and Institutional Uses</b>		
Public Uses	P	
Quasi-Public Use	P	
Religious Assembly	P	
<b>Miscellaneous Uses</b>		
Accessory Uses, Buildings, and Structures	P	As set forth in MKZ 19.XX.XX Accessory Uses, Accessory Buildings, and Structures

### C. Spatial Requirements.

1. **Setback Measurements.** The minimum property size, width, setbacks, and maximum property coverage requirements are as determined by Table 19.XX.2 Spatial Requirements for the Single-Household Residential (R-1) Zones.
2. **Civic and Institutional.** Civic and Institutional Uses, require a minimum twenty-foot (20') rear and side yard setback when abutting and sharing a property line with a residential use.
3. **Rear Setback on Sloped lots.** If the average slope of the original ground surface, as measured from the rear property line to the front property line, is more than 20 percent, then the rear setback shall be increased one additional foot for every one degree of slope in excess of 20 percents, up to a maximum of 25 feet
4. **Side Yard Setbacks on Lots 50% Larger Than Minimum Lot Width.** Lots with a width 50% or more larger than the required minimum lot width shall measure side yard setbacks per the following:
  - a. The combined measurements of the side yard setbacks shall be at least 25% of the lot width.
  - b. No side setback shall be less than the required minimum side yard setback.
  - c. The width of the lot is measured as the diameter of the largest circle that can be inscribed entirely within the lot excluding any streams, floodplains, wetlands, areas of thirty percent slope or greater, or other natural hazard areas shall be excluded from the circle. See Figure 19.XX.1 below

Figure 19.XX.1 Combined Side yard Setback Spatial Requirements Diagram

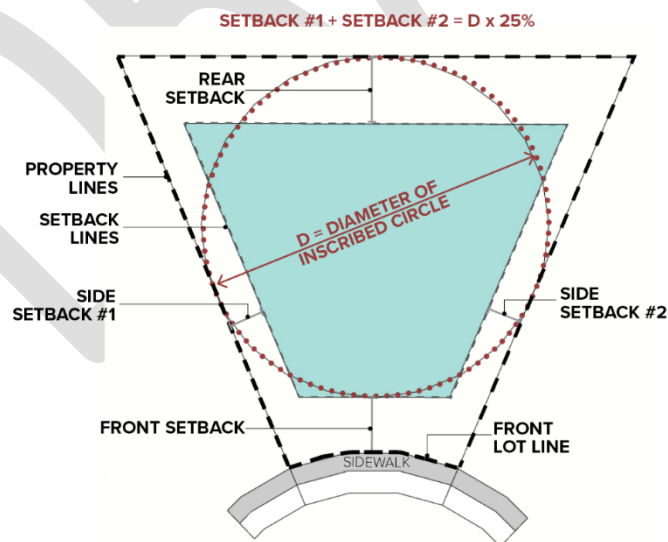
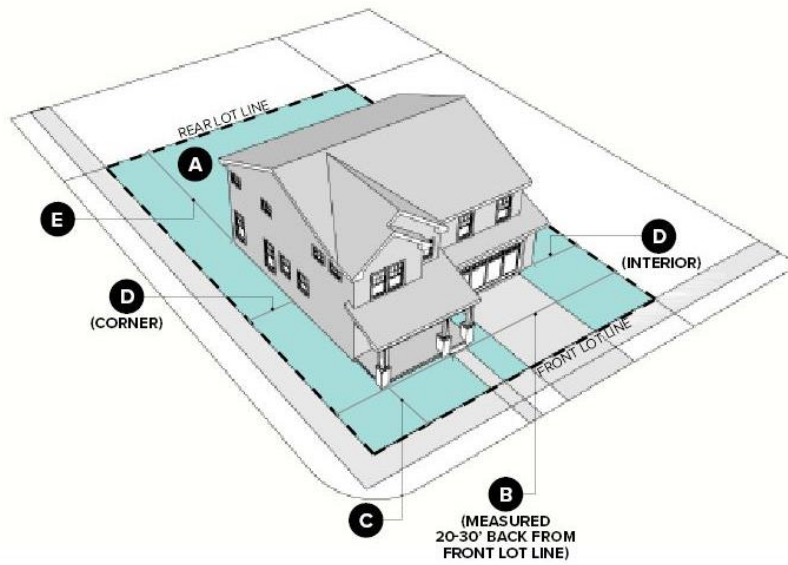




Figure 19.XX.2 Spatial Requirements Diagram (letter labels related to Table 19.XX.2)



**Table 19.XX.2 Spatial Requirements for the Single-Household Residential (R-1) Zones**

Zone	Min. lot area (A)	Min. lot width (B)	Min. Front Setback (C)	Residential Use Min. Side Setbacks on interior lots (D)	Residential Use Min. Side Setbacks on corner (E)	Civic/Institutional and Non-Residential Use Min. Side Setback	Min. Rear Setback (F)	Max. lot Coverage
R-1-3	3,000 sq ft	25'	20'	5'	20'	20'	15'	40%
R-1-4	4,000 sq ft	25'	20'	5'	20'	20'	15'	40%
R-1-5	5,000 sq ft	25'	20'	5'	20'	20'	15'	35%
R-1-6	6,000 sq ft	60'	25'	8'	20'	20'	15'	35%
R-1-8	8,000 sq ft	65'	25'	8'	20'	20'	15'	33%
R-1-10	10,000 sq ft	80'	30'	10'	20'	20'	15'	31%
R-1-15	15,000 sq ft	80'	30'	10'	20'	20'	15'	25%
R-1-21	21,000 sq ft	100'	30'	10'	20'	20'	15'	25%

#### D. Building Height and Building Envelopes.

1. Minimum height. All dwelling structures shall be a minimum of one-story in height.
2. Maximum Height. Maximum building height is as set forth in Table 19.XX.3 Building Height and Building Envelope for R-1 Zones.
3. Building Envelope. The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the perimeter of the property line extended vertically perpendicular to the property line to a height

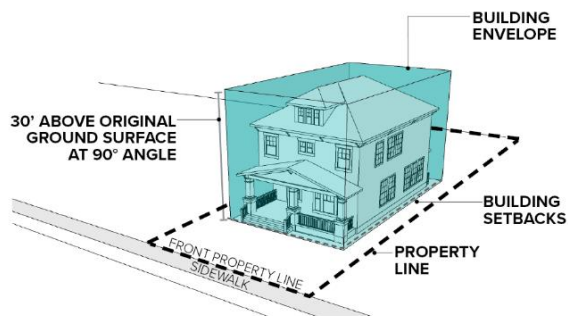
and subsequent angle as set forth in Table 19.XX.3. The entire building shall fit under this envelope except as described in the projections section below. (See figures 19.XX.3, 19.XX.4, and 19.XX.5 for building envelope illustrations)

4. Lots or parcels located in the R-1-8 zone determined by staff to be a legal lot of record and are nonconforming due to minimum lot width and minimum lot area can qualify to use the 60° Building Envelope Angle and 12' Building Envelope Wall Height.

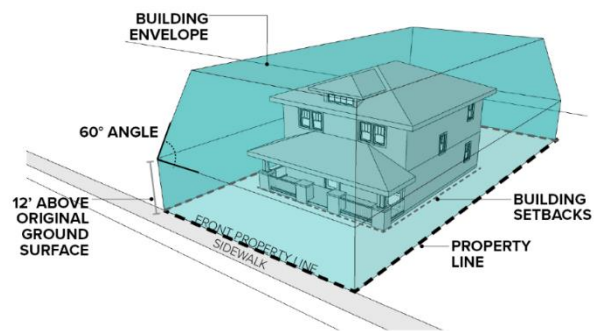
**Table 19.XX.3 Building Height and Building Envelope for R-1 Zones**

	R-1-3 R-1-4 R-1-5	R-1-6	R-1-8	R-1-10 R-1-15	R-1-21
Building Height Maximum	32'	32'	32'	32'	32'
Building Envelope Wall Height and Angle	32'	12'	8'	8'	8'
Building Envelope Angle	0°	60°	45°	45°	45°

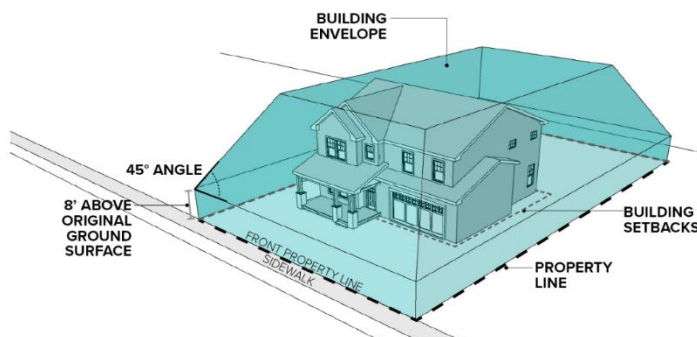
*Figure 19.XX.3 R-1-3, R-1-4, and R-1-5 Building Envelope*



*Figure 19.XX.4 R-1-6 Building Envelope*



*Figure 19.XX.5 R-1-8, R-1-10, R-1-15, and R-1-21 Building Envelope*

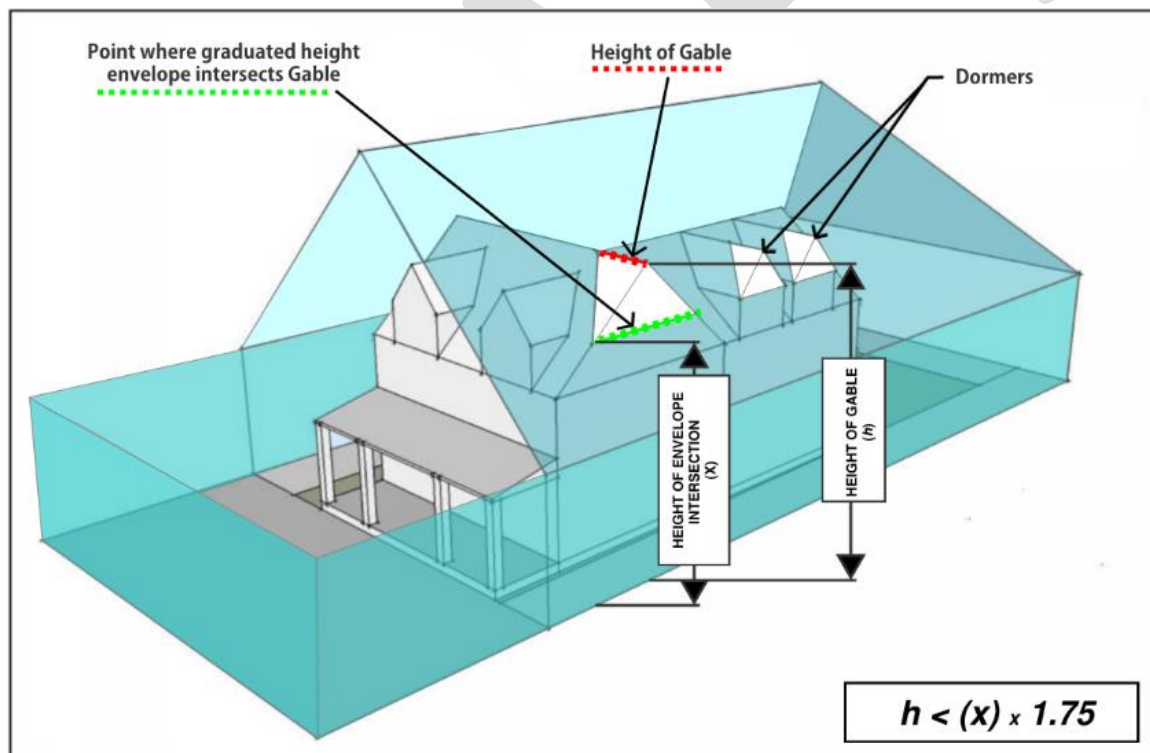


## E. Projections.

1. Building Height Envelope Projections. Dormers, Gables, and non-habitable architectural elements may project beyond the building height envelope if they meet the following criteria:

- a. Dormers:
  - i. The width of the dormer shall not exceed fourteen (14) feet;
  - ii. Multiple dormers shall be spaced such that the distance to the edges of the roof is at least one-half the distance between dormers; and
  - iii. The dormer shall be no higher than the ridge of the roof.
- b. Gables:
  - i. The height of the gable is less than 1.75 times higher than the point where the graduated building height envelope intersects the gable;
  - ii. The height of the gable is less than the maximum building height; and
  - iii. The length of the gable comprises no more than 25% of the length of the building façade.

Figure 19.XX.6 Dormer and Gable illustration with height envelope exception



2. Setback Projections. The following may be erected on, or project into the required yard setbacks:

- a. Fences and walls in conformance with this code.
- b. Landscape elements, including trees, shrubs and other plants.
- c. Utility or irrigation equipment or facilities.
- d. Decks, patios, porches, driveways, sidewalks, stairs, landings, not exceeding two feet (2') above grade.
- e. Covered porches and balconies porches may project up to ten (10) feet into the front yard or street side yard setback if they meet the following criteria:
  - i. Porches and balconies shall remain unenclosed or "open style" (not no walls, doors, windows, screens, etc.) except for the minimum required handrail.
  - ii. Porches and balconies shall not encroach into any easements or clear vision site areas.
  - iii. Porches, balconies, stairs, landings, eaves which project into the setbacks, shall not be located closer than fifteen feet (15') from a street property line, or project outside of the building height envelope.

3. Other architectural elements which are not used as habitable space.

- i. Cornices, eaves, sills, planter boxes, stairways, landings, awnings, window wells, or similar architectural features attached to the building and not enclosed by walls, extending not more than two feet (2') into a side yard or four feet (4') into the front or rear yard. In no case shall a side yard setback be less than six feet (6').
- ii. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building, no greater than eight feet (8') wide, extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard. In no case shall a side yard setback be less than six feet (6').

F. Articulation. To avoid a large, continuous building mass of uniform height; no portion of any building shall continue more than forty feet horizontally without a minimum of an eighteen-inch break in the roofline or introduction of a contrasting architectural element such as an overhang, projection, or inset of a minimum depth of two feet (2') from the primary façade plane, to create shadow patterns along the elevation of the building.

### 19.XX.1.2 Neighborhood Compatibility Modification (NCM).

A. Recognizing the wide variation of circumstances incident to a residential development application, Millcreek is providing for additional means to modify standards based on neighborhood compatibility. The Neighborhood Compatibility Modification (NCM) allows for modified standards from one or more of the spatial standards based upon the compatibility of the proposed residential development application with other lots/dwellings in the proximate neighborhood. The Planning Director may approve a NCM request at time of site plan submittal provided the following conditions are met:

1. Evidence. Compliance with the corresponding neighborhood conditions must be established by a survey from the proximate neighborhood, defined as a 200' radial distance from the property boundary. Survey submitted must be completed by a licensed surveyor in the State of Utah.
2. Submittal. NCM requests shall be submitted on a separate form and shall include an additional review fee as set forth in the Millcreek Consolidated Fee Schedule.
3. Permissible Modifications. NCM Standards. Building height, setbacks and lot coverage modifications may be accommodated if the request does not exceed the allowances as set forth in Table 19.XX.4 NCM Standards.
4. Non-Permissible Modifications. Building envelope, mass and scale, and accessory structure modifications do not qualify under the NCM.

Table 19.XX.4 NCM Standards						
Zone	(H)	Lot Coverage	Front Setback	Side Setback	Rear Setback	Max Height
R-1-3	33'	40% *	The average of all lots of within the proximate neighborhood that fronts to the same street, road, or right-of way.	Combined side yard shall be at least twenty-five percent (25%) of the lot width, and no less than six feet (6') on each side.	The average rear yard setback that are on six lots of the applicants choice within the proximate neighborhood , and no less than 15'	<p>The maximum building height that may be approved by the Planning Director or designee under the NCM standards is the lesser of:</p> <ol style="list-style-type: none"> <li>1. Three feet plus the average maximum ridge height of residential structures that are on six lots of applicants choice that are within the proximate neighborhood; and</li> <li>2. The max height of the zone specified in column (H) of Table 19.XX.4 NCM Standards.</li> </ol>
R-1-4	33'	40% *				
R-1-5	33'	40% *				
R-1-6	33'	40% *				
R-1-8	33'	38% *				
R-1-10	35'	36% *				
R-1-15	37'	30% *				
R-1-21	37'	30% *				

\*Lot coverage for all lots may not exceed more than 1.15 times the average lot coverage of proximate neighborhood lots.

B. Related Provisions. For additional information refer to the zoning ordinances and in the particular following sections:

Table 19.XX.5 Related Provisions	
Reference Section	Topic
MKZ 19.76.020	Occupancy permit
MKZ 19.04.560	Yard
MKZ 19.76.080	Lots and buildings on private rights-of-ways
MKZ 19.76.100	Sale of space needed to meet requirements
MKZ 19.76.140	Private garage or carport—Reduced yards
MKZ 19.76.190	Height limitations—Exceptions
MKZ 19.76.200	Additional height allowed when
MKZ 19.76.210	Off-site improvements
MKZ 19.76.290	Single-household or two-household dwellings—Standards
MKZ 19.80.040	Number of spaces required
MKZ 19.89	Accessory Dwelling Units
MKZ 19.XX	Temporary Uses and Structures
MKZ 19.XX	Sensitive Lands
MKZ 19.XX	Accessory Uses and Structures
MKZ 19.82	Sign Ordinance
MKC Title 18	Subdivisions

### 19.XX.1.3 Definitions (to be moved to definitions)

**Single household detached dwelling** means a separate building arranged or designed to be occupied by one household unit, the structure having only one primary dwelling unit.

**Residential Facilities for Persons with a Disability (group home)** means a home where a small number of unrelated people in need of care, support, or supervision can live together, such as those who are elderly or mentally ill or protected by federal fair housing laws.

**Short-term rental** means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days or a residential unit or any portion of a residential unit or that is actually used for accommodations or lodging of guests for a period of less than thirty consecutive days.

**Agriculture (non-commercial)** means the tilling of the soil, the raising of crops, horticulture and gardening, noncommercial greenhouses associated with residential uses, but not including the keeping or raising of domestic animals, except household pets or fowl, and not including any agricultural industry or business such as fruit-packing plants, fur farms, animal hospitals or similar uses.

**Public and Quasi-Public Use** means a use operated exclusively by a public body, or quasi-public body, such use having the purpose of serving the public health, safety, or general welfare, and including uses such as public schools, parks, playgrounds and other recreational facilities, administrative and service facilities, and public utilities.

**Religious assembly** means any church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities.

**Accessory Uses and buildings/structures** means a subordinate use or structure customarily incidental to and located upon the same lot occupied by a main use.

**Dormer** means a roofed structure, often containing a window, that projects vertically beyond the plane of a pitched roof. The peak roof elements of a dormer do not extend above the ridgeline of the pitched roof.

**Gable** means the triangular portion of a wall between the edges of intersecting roof pitches.

**Habitable Space** means any structure containing rooms that are used for living, sleeping, cooking, and eating.

**Architectural Feature** means a minor decorative feature built into the design and construction of the building in addition to the occupiable space of the building. Such features may include but are not limited to overhangs, eaves, railings, bay windows, pelmets, and cupolas.

**Proximate Neighborhood** means the lots within a 200' radial distance from the subject property boundary.



### 19.XX.1.1 Medium Density Residential (R-2) Zones

#### A. Purpose.

1. The purpose of the Medium Density Residential R-2 Zones is to establish middle housing opportunities within Millcreek which are consistent with the city's general plan for medium density residential areas within the city. It is the intent to balance neighborhood compatibility with the private property interests of those who wish to expand, develop, improve, or otherwise make exterior modification to their residential property. This chapter applies to the following residential zones: R-2-6.5, R-2-8, and R-2-10 zones.

#### B. Permitted Uses and Conditional Uses

1. Uses in the Medium Density Residential (R-2) Zones are allowed, either as permitted or conditional, and may include certain limitations as set forth in Table 19.XX.1 Permitted and Conditional Uses in Medium Density Residential Zone. If a use is not specifically designated in the table, then it is prohibited.

Table 19.XX.1 Permitted and Conditional Uses in Medium Density Residential (R-2) Zones		
<i>P = Permitted Use C = Conditional Use Review Required</i>		
<i>Land use</i>	<i>R-2 (All Zones)</i>	<i>Limitations/References</i>
<b>Residential Uses</b>		
Single household detached dwellings	P	May be subject to the requirements set forth in the Sensitive Lands Chapter 19.XX.XX
Two household dwelling	P	
Residential Facility for Elderly Persons or Person with a Disability	P	As set forth in MKZ 19.87 Residential Facilities for Persons with a Disability
Short-term rentals	P	As set forth in MKC 5.19, Short-term rentals
<b>Commercial Uses</b>		
Agriculture	P	Commercial Agriculture is Prohibited
<b>Civic and Institutional Uses</b>		
Public Use	P	
Quasi-Public Use	P	
Religious Assembly	P	
<b>Miscellaneous Uses</b>		
Accessory uses, Buildings and Structures	P	As set forth in MKZ 19.XX.XX Accessory Uses, Accessory Buildings, and Structures



### C. Spatial Requirements

1. The minimum property size, width, setbacks, requirements, and maximum property coverage are as set forth in Table 19.XX.2 Spatial Requirements for the Medium Density Residential (R-2) Zones.
2. Civic and Institutional. Civic and Institutional Uses, require a minimum twenty-foot (20') rear and side yard setback when abutting and sharing a property line with a residential use.
3. Side Yard Setbacks between attached units. The side yard setback between units within the same building and shared a common wall, may be reduced to zero feet (0').
4. Rear Setback on Sloped lots. If the average slope of the original ground surface, as measured from the rear property line to the front property line, is more than 20 percent, then the rear setback shall be increased one additional foot for every one degree of slope in excess of 20 percents, up to a maximum of 25 feet
5. Side Yard Setbacks on Lots 50% Larger Than Minimum Lot Width. Lots with a width 50% or more larger than the required minimum lot width shall measure side yard setbacks per the following:
  - a. The combined measurements of the side yard setbacks shall be at least 25% of the lot width.
  - b. No side setback shall be less than the required minimum side yard setback.
  - c. The width of the lot is measured as the diameter of the largest circle that can be inscribed entirely within the lot excluding any streams, floodplains, wetlands, areas of thirty percent slope or greater, or other natural hazard areas shall be excluded from the circle. See Figure 19.XX.1 below

Figure 19.XX.1 Combined Side yard Setback Spatial Requirements Diagram

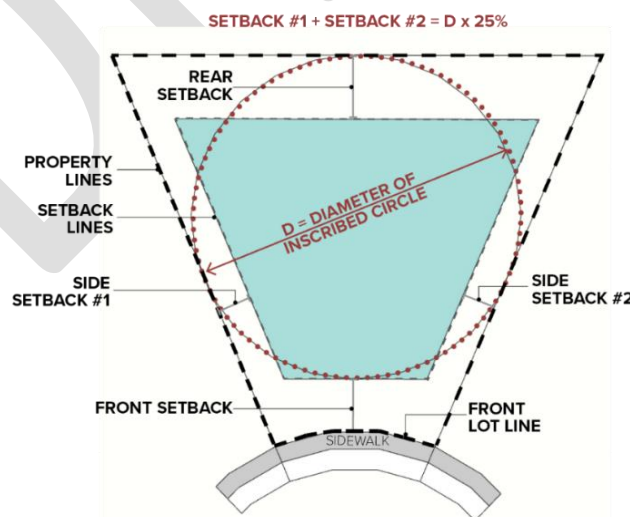
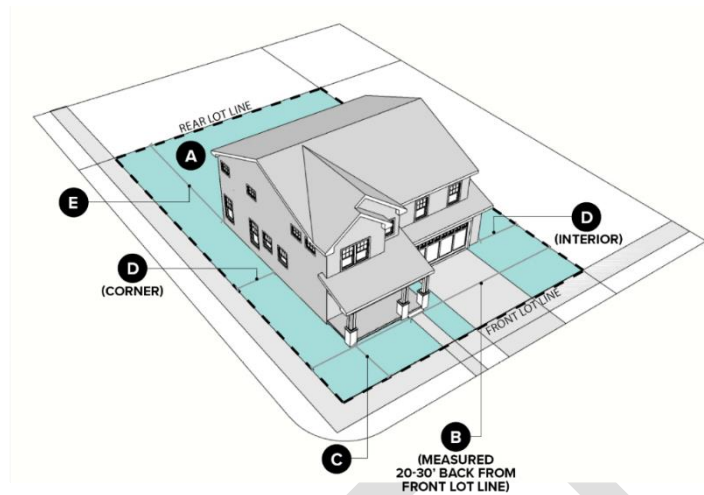


Figure 19.XX.2 Spatial Requirements Diagram (letter labels related to Table 19.XX.2)



**DUPLEX VERSION OF ILLUSTRATIONS COMING SOON**

**Table 19.XX.2 Spatial Requirements for the Medium Density Residential (R-2 ) Zones**

Zone	Min. lot area (A)	Min. lot width (B)	Min. Front Setback (C)	Residential Use Min. Side Setbacks on interior lots (D)	Residential Use Min. Side Setbacks on corner (E)	Civic/Institutional and Non-Residential Use Min. Side Setback	Min. Rear Setback (F)	Maximum lot Coverage
<b>R-2-6.5</b>	6,500 sq ft 8,000 sq ft for non-residential	60'	25'	8'	20'	20'	15'	40%
<b>R-2-8</b>	8,000 sq ft 8,000 sq ft for non-residential	65'	30'	8'	20'	20'	15'	38%
<b>R-2-10</b>	10,000 square feet 10,000 sq ft for non-residential	65'	30'	8'	20'	20'	15'	35%

**D. Building Height and Envelopes.**

1. **Minimum height.** All dwelling structures shall be a minimum of one-story in height.
2. **Maximum Height.** Maximum building height is as set forth in Table 19.XX.3 Building Height and Building Envelope for R-2 Zones.
3. **Building Envelope.** The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the perimeter of the property line extended vertically perpendicular to the property line to a height and subsequent angle as set forth in Table 19.XX.3. The entire building shall fit under this envelope except as described in the projections section below. (See figures 19.XX.3 and 19.XX.3.5 for building envelope illustrations)

Table 19.XX.3 Building Height and Building Envelope for R-2 Zones			
	R-2-6.5	R-2-8	R-2-10
Building Height Maximum	32'	32'	32'
Building Envelope Wall Height	12'	12'	12'
Building Envelope Angle	60°	45°	45°

Figure 19.XX.3 Building Envelope (R-2-6.5)

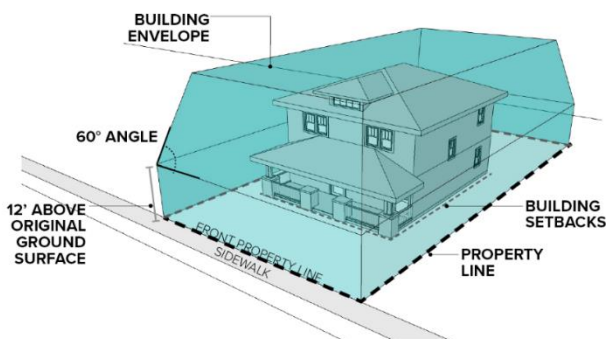
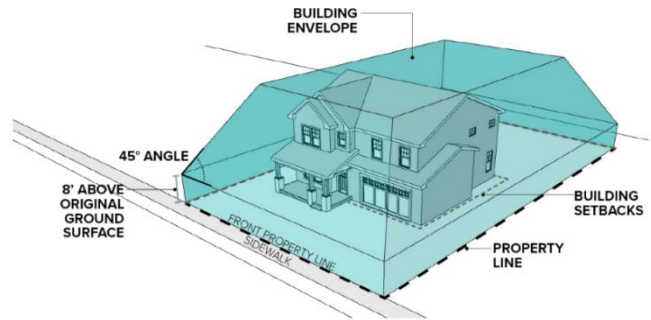


Figure 19.XX.3.5 Building Envelope (R-2-8 and R-2-10)



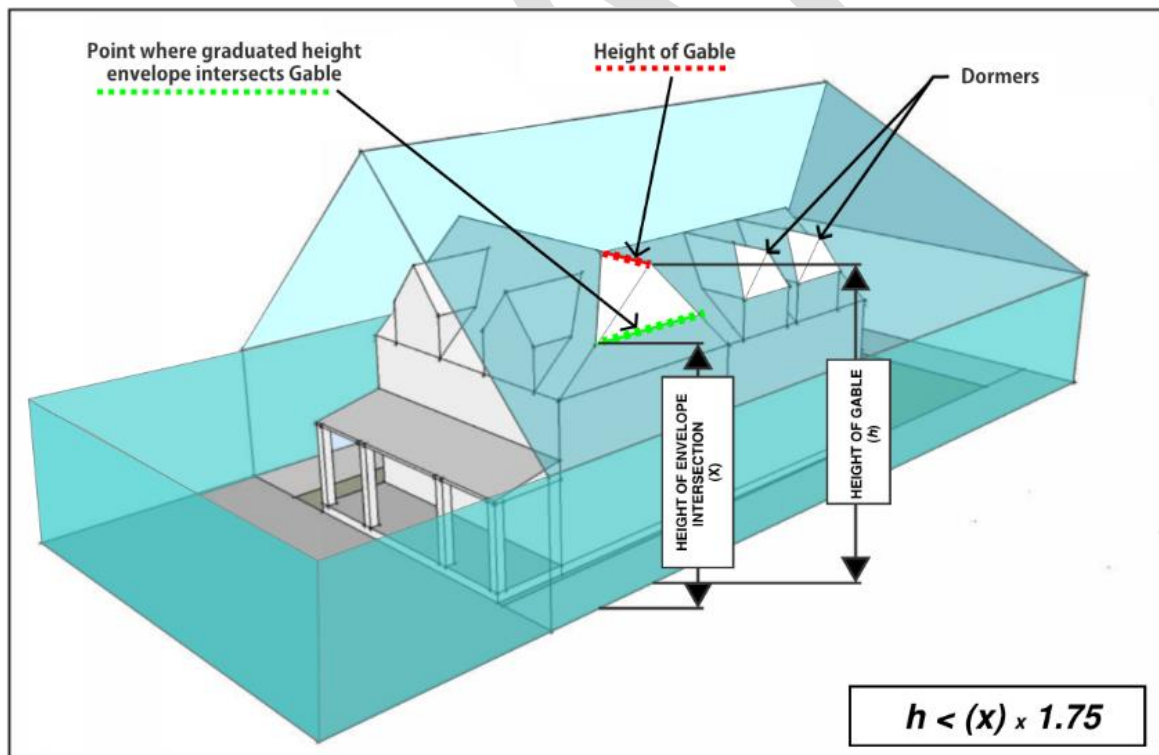
**DUPLEX VERSION OF ILLUSTRATIONS COMING SOON**

## E. Projections.

1. Building Height Envelope Projections. Dormers, Gables, and non-habitable architectural elements may project beyond the building height envelope if they meet the following criteria:

- a. Dormers:
  - i. The width of the dormer shall not exceed fourteen (14) feet;
  - ii. Multiple dormers shall be spaced such that the distance to the edges of the roof is at least one-half the distance between dormers; and
  - iii. The dormer shall be no higher than the ridge of the roof.
- b. Gables:
  - i. The height of the gable is less than 1.75 times higher than the point where the graduated building height envelope intersects the gable;
  - ii. The height of the gable is less than the maximum building height; and
  - iii. The length of the gable comprises no more than 25% of the length of the building façade.

Figure 19.XX.6 Dormer and Gable illustration with height envelope exception



2. Setback Projections. The following may be erected on, or project into the required yard setbacks:
  - a. Fences and walls in conformance with this code.
  - b. Landscape elements, including trees, shrubs and other plants.
  - c. Utility or irrigation equipment or facilities.
  - d. Decks, patios, porches, driveways, sidewalks, stairs, landings, not exceeding two feet (2') above grade.
  - e. Covered porches and balconies may project up to ten feet (10') into the front yard or street side yard setback if they meet the following criteria:
    - i. Porches or balconies shall remain unenclosed or "open style" (no walls, doors, windows, screened, etc.) except for the minimum required handrail.
    - ii. Porches and balconies shall not encroach into any easements or clear visibility at residential driveways and at street intersections.
    - iii. Porches, balconies, stairs, landings, eaves which project into the setbacks, shall not be located closer than fifteen feet (15') from a street property line, or project outside of the building height envelope.
3. Other architectural elements which are not used as habitable space.
  - i. Cornices, eaves, sills, planter boxes, stairways, landings, awnings, window wells, or similar architectural features attached to the building and not enclosed by walls, extending not more than two feet (2') into a side yard or four feet (4') into the front or rear yard. In no case shall a side yard setback be less than six feet (6').
  - ii. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building, no greater than eight feet (8') wide, extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard. In no case shall a side yard setback be less than six feet (6').

F. Articulation. To avoid a large, continuous building mass of uniform height; no portion of any building shall continue more than forty feet horizontally without a minimum of an eighteen-inch break in the roofline or introduction of a contrasting architectural element such as an overhang, projection, or inset of a minimum depth of two feet (2') from the primary façade plane, to create shadow patterns along the elevation of the building. See figures 19.XX.6 and 19.XX.7 below for dormer and gable illustrations.

## 19.XX.1.2 Neighborhood Compatibility Modification (NCM).

- A. Recognizing the wide variation of circumstances incident to a residential development application, Millcreek is providing for additional means to modify standards based on neighborhood compatibility. The Neighborhood Compatibility Modification (NCM) allows for modified standards from one or more of the spatial standards based upon the compatibility of the proposed residential development application with other lots/dwellings in the proximate neighborhood. The Planning Director may approve a NCM request at time of site plan submittal provided the following conditions are met:

1. Evidence. Compliance with the corresponding neighborhood conditions must be established by a survey from the proximate neighborhood, defined as a 200' radial distance from the property boundary. Survey submitted must be completed by a licensed surveyor in the State of Utah.
2. Submittal. NCM requests shall be submitted on a separate form and shall include an additional review fee as set forth in the Millcreek Consolidated Fee Schedule.
3. Permissible Modifications. NCM Standards. Building height, setbacks and lot coverage modifications may be accommodated if the request does not exceed the allowances as set forth in Table 19.XX.4 NCM Standards.
4. Non-Permissible Modifications. Building envelope, mass and scale, and accessory structure modifications do not qualify under the NCM.

Table 19.XX.4 NCM Standards						
Zone	(H)	Lot Coverage	Front Setback	Side Setback	Rear Setback	Max Height
R-2-6.5	33'	45% *	The average of all lots of within the proximate neighborhood that fronts to the same street, road, or right-of way.	Combined side yard shall be at least twenty-five percent (25%) of the lot width, and no less than six feet (6') on each side.	The average rear yard setback that are on six lots of the applicants choice within the proximate neighborhood, and no less than 15'	The maximum building height that may be approved by the Planning Director or designee under the NCM standards is the lesser of: 1. Three feet plus the average maximum ridge height of residential structures that are on six lots of applicants choice that are within the proximate neighborhood; and 2. The max height of the zone specified in column (H) of Table 19.XX.4 NCM Standards.
R-2-8	33'	43% *				
R-2-10	35'	40% *				

\*Lot coverage for all lots may not exceed more than 1.15 times the average lot coverage of proximate neighborhood lots.

B. Related Provisions. For additional information refer to the zoning ordinances and in the particular following sections:

Table 19.XX.5 Related Provisions	
Reference Section	Topic
MKZ 19.76.020	Occupancy permit
MKZ 19.76.070	Division of a two-family dwelling
MKZ 19.76.100	Sale of space needed to meet requirements
MKZ 19.76.140	Private garage or carport—Reduced yards
MKZ 19.76.190	Height limitations—Exceptions
MKZ 19.76.200	Additional height allowed when
MKZ 19.76.020	Occupancy permit
MKZ 19.76.070	Division of a two-family dwelling
MKZ 19.76.100	Sale of space needed to meet requirements
MKZ 19.76.140	Private garage or carport—Reduced yards
MKZ 19.76.190	Height limitations—Exceptions
MKZ 19.76.200	Additional height allowed when
MKZ 19.76.210	Off-site improvements
MKZ 19.80.040	Number of spaces required

### 19.XX.1.3 Definitions (to be moved)

**Building Orientation means** Oriented in this purpose means the direction a structure’s principal access and primary façade are facing. Any façade that is parallel to or within an oblique angle of 60 degrees of the property frontage along a street as defined in MKZ 19.04.260 is deemed to front the street.

**Dwelling** means any building, or portion thereof, which is designated for use for residential purposes. Transitory facilities like tents, garages, sheds, travel trailers, campers, motels hotels, apartment hotels, boardinghouses, lodging houses or similar are not considered dwellings.

**Dwelling Unit** means one or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one household with separate toilets and facilities for cooking and sleeping. Buildings with more than one kitchen or set of cooking facilities are considered to contain more than one dwelling unit unless the additional cooking facilities are clearly accessory to a dwelling unit as determined by the Planning Director. Factors for determining whether cooking facilities are accessory to a dwelling unit may include but are not limited to:



- A building design which allows all occupants ready access to all portions of the building including cooking facilities;
- No portion of the building containing cooking facilities can be separated from the remaining rooms to form a separate dwelling unit;
- There is only one electric and/or gas meter for the building.

**Dwelling Unit, Primary** means the principal residential dwelling unit on a lot or parcel. A primary dwelling unit is the largest of the two if there is an accessory dwelling unit on the lot or parcel.

**Dwelling Unit, Accessory (ADU)** means a residential dwelling unit occupied as a separate dwelling unit on the same lot as a single-household dwelling unit, either within the same building as the single-household dwelling unit, attached to the single-household dwelling, or in a detached building. An accessory building does not include a mobile home or manufactured home.

**Dwelling Unit, Accessory - Attached** means an accessory dwelling unit that shares a wall and roof with or as an additional story above or below the primary dwelling unit.

**Dwelling Unit, Accessory - Internal** means an accessory dwelling unit created within the primary dwelling or within the footprint of the primary dwelling.

**Dwelling Unit, Accessory - Detached** means an accessory dwelling unit that shares no common walls or roof with the primary dwelling.

**Dwelling, Single-household - Detached** means a building arranged or designed to be occupied by one household, the structure having only one primary dwelling unit, and is not attached to another primary dwelling unit.

**Dwelling, Single-household - Attached (Townhouse)** means a building arranged or designed to be occupied by one household, the structure having only one primary dwelling unit, and is attached to another single-household dwelling via a shared wall on one or both sides by a common wall(s). A common wall(s) may be located within an attached garage.

**Dwelling, Two-Household (Duplex)** means a single building under a continuous roof containing two primary dwelling units completely separated by either: (1) a common interior wall, where the units are side by side; or (2) a common interior floor, where the units are one above the other. A common wall may be located within an attached garage.

**Dwelling, Three Household (Triplex)** means a single building under a continuous roof containing three dwelling units completely separated by either: (1) common interior walls, where the units are side by side; or (2) common interior floors, where the units are one above the other. A common wall(s) may be located within an attached garage.

**Dwelling, Four Household (Fourplex, Quadplex)** means a single building under a continuous roof containing four dwelling units completely separated by either: (1) common interior walls,



where the units are side by side; or (2) common interior floors, where the units are one above the other. A common wall(s) may be located within an attached garage.

**Dwelling, Multiple Household (Apartment)** means a building arranged or designed to be occupied by more than four households.

**Façade** means the exterior side of a building or structure extending from the ground to top of the roof, parapet, or wall and the entire width of the building elevation.

**Household** means:

- A. Any number of people living together in a dwelling unit and related by blood, marriage adoption, or approved foster care, and including up to three additional people; or
- B. a group of not more than four (4) unrelated persons occupying a dwelling unit or a group of persons as defined by state law as elderly or disabled.

**Property Line, Front** means the property line of a lot or parcel which abuts street. If a lot or parcel does not abut a street, then the front property line shall be the property line closest to the nearest street or landscaped common open space area. Each lot or parcel shall only have one front property line.

**Property Line, Rear** means the property line most distant from and generally parallel to the front property line. In the case of an irregularly shaped lot or parcel having no definable rear property line, the rear property line shall be a line ten feet (10') in length which is parallel with the front property line, and which connects two (2) of the other property lines at points most distant from the front property line.

**Property Line, Side (interior)** means the property lines which are generally radial to the front lot line or any lot lines which are not front or rear lot lines.

**Property Line, Side (corner or street side yard)** means, any side property line abutting a street right of way.

**Setback** means the minimum required distance between a property line and a building or structure.



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ZT-23-008

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## Planning Commission Staff Report

**Meeting Date:** 6/21/2023

**Applicant:** Millcreek

**Re:** Adoption of the R-1/RCOZ Zoning Code

**Zone:** R-1/RCOZ

**Prepared By:** Robert May & Francis Lilly

**Scope of Decision:** **Discretionary.** 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

The Planning and Zoning team is proud to present to the Millcreek Planning Commission, the proposed draft of the updated R-1/RCOZ code. In accordance with the provisions of Utah Code, before the City Council may adopt amendments to the zoning ordinance, any such amendment shall not be made or become effective unless the same shall have been proposed by or be first submitted for the recommendation of the Millcreek Planning Commission.. The Planning Commission shall review the zoning text amendment request and a recommendation shall be made to the City Council to approve, disapprove or continue the application.

In Millcreek, the vast majority of land located within R-1 zoning are subject to an additional layer of standards known as the Residential Compatibility Overlay Zone (RCOZ). The RCOZ enacts special design standards that supersede the standards of the underlying R-1 zone which further restricts development. Currently there is a conflict, among those who wish to develop in the R-1 zone, of not knowing the standards of the RCOZ even apply. This is partly because the standards of the R-1 and RCOZ are separate chapters within the zoning code. Most people seeking to develop, tend to just seek the development standards of the underlying zone where their property is located, and are rarely ever aware that other overlay zones and chapters may exist.

### What we are trying to achieve with the new R-1/RCOZ Code

- Clear up resident confusion and eliminate application conflicts
- Simplify and speed up building permit review times
- Enhance clarity with better definitions and images
- Incentivize development on smaller lots
- Continue to preserve the character of our single-family neighborhoods
- Provide alternative development standards for different lot sizes
- Encourage a variety of affordable single-family housing options

See “Supporting Documents” at the end of staff report to review the proposed draft of the R-1/RCOZ Code as well as the current R-1 and RCOZ Codes that are currently in effect.

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## GENERAL PLAN CONSIDERATIONS

**Goal N-1: Preserve and enhance the physical elements of each neighborhood's character**

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

- **Height is regulated by zone – zones with bigger minimum lot sizes allow taller heights.**
- **Bulk and height transitions regulated by envelope. The new code proposes three different envelopes, depending on zone.**
- **Requirements can be modified based on neighborhood compatibility – this strategy has been a very successful way of making our existing residential standards work in existing neighborhoods.**

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

Strategy 1.5: Promote the maintenance and improvement of the existing housing stock and allow for remodeling, expansion, and additions as appropriate in the area to accommodate the changing sizes and varieties of household types.

- **A steeper envelope for R-1-6 lots and the box for lots in R-1-5 and below recognizes that narrow lots have additional constraints. Some of these neighborhoods could benefit from additional homeowner investment in the form of 2<sup>nd</sup> floor additions.**
- **384 permits for additions and alterations have been approved under RCOZ since January 2018.**

**Goal HE-7: Require that new development protects the treasured views of Mount Olympus, the Oquirrh Mountains, the Great Salt Lake, and other significant viewsheds from roadways, frequented public areas, community gateways, and other public places.**

Strategy 7.2: Protect view corridors by creating visual breaks between buildings.

- **The building envelope has value to protect view corridors and to expand visual breaks between buildings, by pulling in second stories, particularly on larger lots in R-1-8 zones and above.**
- **Staff proposed establishing an envelope standard by zone, and not by neighborhood, because the strategy to protect viewsheds is not neighborhood-specific. It is a city-wide strategy applicable to any neighborhood.**

## PROPOSED R-1/RCOZ CODE AMENDMENTS

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Staff views the proposed code update as “adapting” rather than “changing”. The proposed code is a reflection based on what we are hearing from residents and observing development trends over the years. Understanding that there is not a “one size fits all” set of standards, we are proposing some alternative development standards for the small irregular shaped lots that have struggled to develop under the old code. We are trying to add flexibility where it counts, while embracing and preserving the design characteristics that make Millcreek single-family neighborhoods some of the most desirable neighborhoods in the valley.

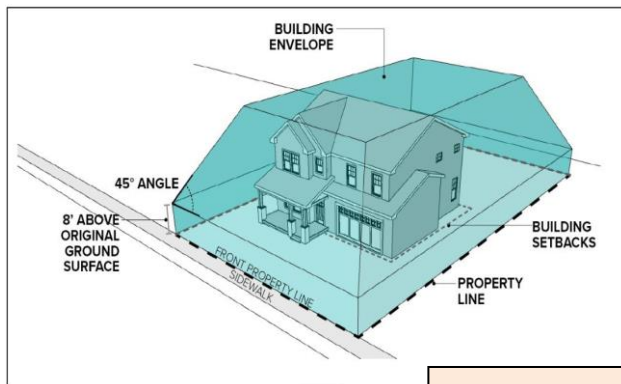
### What will stay the same

- Front and side yard setbacks will remain the same.
- The option to modify the requirements on the basis of neighborhood compatibility is proposed to remain.
- The 45-degree building envelope requirement is proposed to remain, for larger lots in the R-1-8, R-1-10, R-1-15, and R-1-21 zones.
- Existing exceptions for gables and dormers will remain, although staff is adding definitions for these terms.

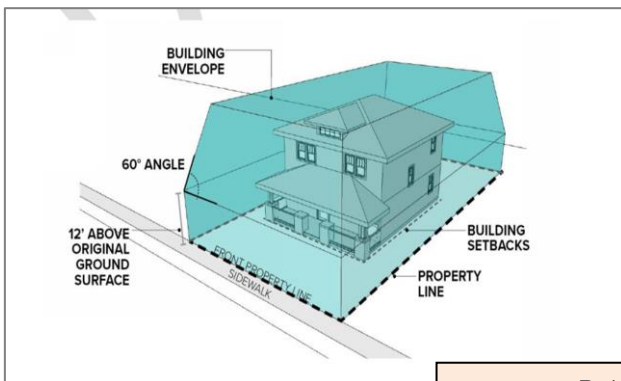
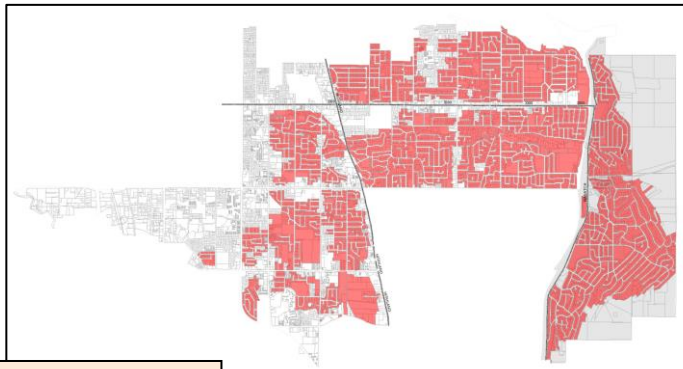
### What will change

- The Option A standards from RCOZ becomes the proposed spatial standards for all R-1 zones.
- Option B from the RCOZ remains but is renamed to the Neighborhood Compatibility Modification (NCM).
- Staff is recommending to increase the rear yard setback from 15 feet to 20 feet. Proposing to add the rear yard setback as an option in the neighborhood compatibility modification.
- Option to have uncovered porches up to 10 feet into the front setback line.
- The combined side yard setback requirement from RCOZ remains but only applies to lots 50% or larger.
- A 60-degree building envelope is proposed for lots in the R-1-6 zone.
- A box envelope at the building setback line for the R-1-3, R-1-4, or R-1-5 zone. These changes are intended to allow existing homes on these smaller lots the option to add a second story.
- Building height is proposed to increase from 28 feet to 30 feet in the R-1-3, R-1-4, R-1-5, R-1-6, and R-1-8 zones. All other building heights will remain the same.
- Removal of the RCOZ Option C. Option C was discussed as potentially being a legislative process, but after more legal discussion, it is suggested that those wishing to go beyond the standards in the draft, should use a variance process. In such situations where unique circumstances for a particular lot could provide a variance option, the common process for such situations is a variance. State Law would suggest that a variance is the better option.
- A few uses were eliminated such as commercial daycares, pigeons, and sportsmen kennels.
- New graphics have been provided to show the building envelope options and allowances.
- All of the spatial requirements are in tables and diagrams.
- Removal of R-1-43 Zone. None exist.

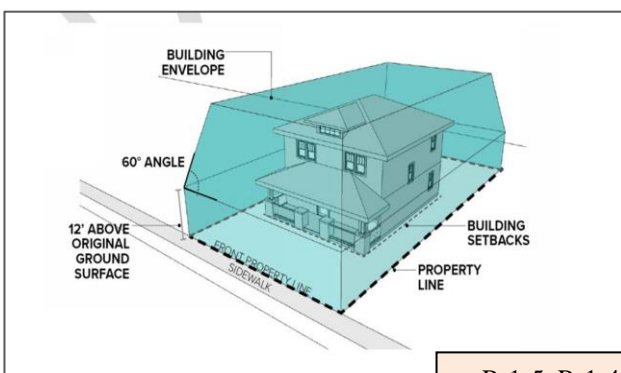
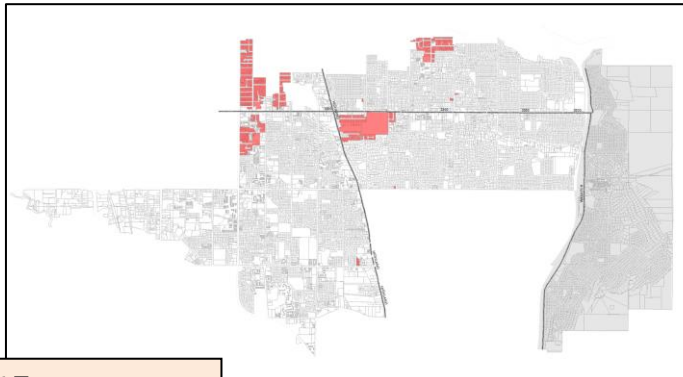
See “Supporting Documents” at the end of staff report to review the proposed draft of the R-1/RCOZ Code as well as the current R-1 and RCOZ Codes that are currently in effect.

**Building Envelope to Zones**

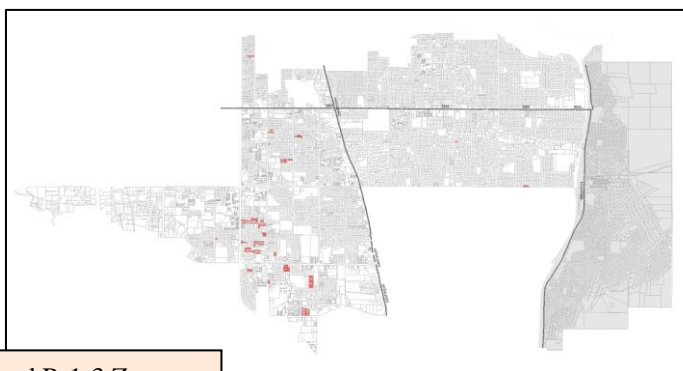
R-1-8, R-1-10, and R-1-21 Zones



R-1-6 Zones



R-1-5, R-1-4, and R-1-3 Zones



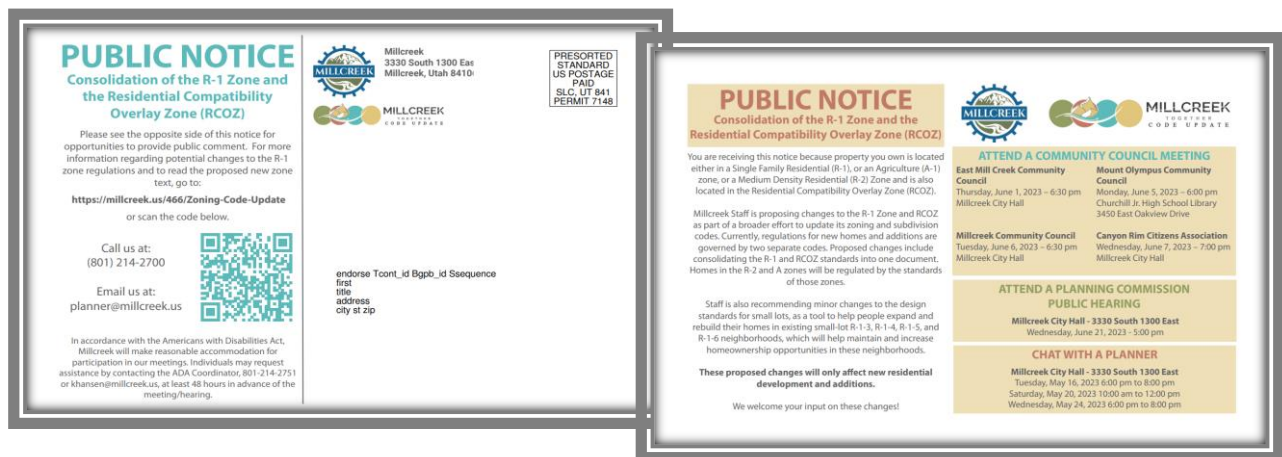
See “Supporting Documents” at the end of staff report to review the proposed draft of the R-1/RCOZ Code as well as the current R-1 and RCOZ Codes that are currently in effect.

## RESIDENT PARTICIPATION AND FEEDBACK

In light of this conflict, staff found value in carving out a little more time examining the administrative conflicts the current R-1 code presents, while also focusing on specific design standards required in the R-1 and the RCOZ that may or may not create unnecessary development constraints. Due to how complicated the subject matter is and its high level of sensitivity among Millcreek residents, staff increased the amount of exposure to the residents with the goal in mind of obtaining additional resident feedback and participation.

### Chat with a Planner Open House

To help spread the word, we published the public notice on two different occasions in the e-newsletter and once in the printed newsletter, which went to every residential address in the city. Millcreek also sent out nearly 18,000 mailed public notices sent to all property owners residing in a Residential Zone (**R-1, R-2, and R-4**) inviting them to attend and participate in the Community Council and Planning Commission meetings. Within the mailed notice, staff carved out three (3) specific dates and times where residents could visit City Hall and chat with a planner regarding the potential changes to the R-1 zone regulations.



**Tuesday May 16<sup>th</sup>, 6-8pm**  
**8 residents attended**

**Saturday May 20<sup>th</sup>, 10-12am**  
**6 residents attended**

**Wednesday May 24<sup>th</sup>, 6-8pm**  
**6 residents attended**

Over the course of the three meetings, only twenty residents collectively attended the chat with a planner open house. Many who attended the open house had specific building questions pertaining to their property or just needed help understanding how the proposed zone meeting update would affect them. Some saw this open house as an opportunity to voice their frustration about land use in general and their opinion concerning taxes. What staff learned from this open house is that most residents are completely unaware what R-1 and RCOZ even stand for and how zoning fundamentally works. However, after staff took the time to explain zoning and answered their questions, most were aloof and indifferent.

Staff also kept a log of all the residents phone calls and emails retrieved regarding the R-1/RCOZ update. The R-1/RCOZ resident log and emails are located in the supporting documents.

See "Supporting Documents" at the end of staff report to review the proposed draft of the R-1/RCOZ Code as well as the current R-1 and RCOZ Codes that are currently in effect.



## COMMUNITY COUNCIL RECOMMENDATIONS

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Staff has adopted the policy of bringing complicated and contentious applications to the Community Councils a month in advance (or more) to help flush out any concerns they may have before the application comes before them for their official recommendation. This also helps eliminate the shock factor and provides them with ample review time to digest the application in full. Each Community Council was given the opportunity to comment and make suggestions on the proposed R-1/RCOZ code during their regularly scheduled May meeting before being asked to make their official recommendation at their June meeting. While we summarize the discussion and vote each of the Community Council makes at their meeting, we request that a formal letter of their recommendation be submitted to staff. Letters of recommendation received from the Community Councils are included in the supporting documents for your review.

### **East Millcreek Community Council (EMCC) meeting June 1, 2023**

Prior to making a recommendation, a couple members of the EMCC wanted further clarification on what architectural elements could protrude into the building envelope. In addition to explaining how staff calculates the degree gables and dormers can protrude into the envelope, it was also noted that eaves and roof overhangs could already project into the setback up to three feet area per the definition of “yard”. Staff noted that this was an existing function of the code and was not part of the R-1/RCOZ code update. There were several residents in attendance at the meeting that had received the public notice and wanted further clarification from staff. Questions from the residents were about the definition of RCOZ and whether the density of their neighborhood would change and begin to allow multi-family housing. Staff responded by explaining what RCOZ stood for and how it effects development and reassured them that staff was not proposing any changes to density and that multi-family housing would not be allowed in their single-family neighborhoods. [The EMCC made a motion to approve the proposed R-1/RCOZ draft as presented by staff with the exception that staff would re-visit the definition of “yard”. Motion passed unanimously 7-0.](#)

### **Mount Olympus Community Council (EMCC) meeting June 5, 2023**

The MOCC members were comfortable with the proposed code and only had a few questions of concern. One member wanted clarification regarding the proposed increase of the rear-yard setback. Staff responded by adding that the main intent was to add more quality open space to the rear yards of our single-family neighborhoods. By doing so, it added more privacy and in instances where you have steep slopes, it helps push homes further away from homes directly adjacent and downhill. Staff noted that uphill homes dwarfing over the homes below is a common complaint and the increase in the rear yard setback is an attempt to mitigate this. Staff noted that many of these “dwarfing” homes are compliant with the standards of RCOZ. Another member made it clear that they were opposed to increasing the maximum building height from 28 feet to 30 feet for the R-1-8 Zones. He added that the two additional feet will diminish residents views. This member provided an email to staff explaining his opposition for the two foot height increase. This email is located in the supporting documents. Prior to making a motion, one last comment was made about the removal of commercial daycares from the use category. They explained daycares were a necessity and wanted an explanation from staff why it was being removed. Staff responded by commenting that, only commercial daycares were being removed but that daycares as a home occupation was still permitted. The day to day activities of a commercial daycare imposed too many impacts on a single-family neighborhood in terms of traffic and number of children. [The MOCC made a motion to approve the proposed R-1/RCOZ draft as presented by staff with the exception that staff would do more research on commercial daycares being located in residential neighborhoods. Motion passed unanimously 6-0.](#)

**Millcreek Community Council (EMCC) meeting June 6, 2023**

The MCCC members and staff discussed the proposed draft in detail. Although most members were comfortable with the proposed code, there were several members who added additional comments. One member commented that they would like to see duplexes and triplexes allowed in R-1 Zones in an effort to help add housing. That same member also added that this proposed code was a step in the right direction but that more should be done to increase affordable housing options. Another member commented that they shared the same feeling of allowing duplexes and triplexes allowed in R-1 Zones. Before making their final recommendation, the chair of the community council made it clear that there were items within the proposed R-1/RCOZ code they did not agree with. In summary, the chair commented that staff's proposed code needed to eliminate the standards of RCOZ from applying to properties west of I-215 or at minimum, apply the alternative envelope option of 60 degrees with a twelve foot wall height. They commented that Millcreek is becoming a "rent city" and that the RCOZ standards are forcing property owners to consider developing in other areas of the valley. [The MCCC made a motion to approve the proposed R-1/RCOZ draft as presented by staff with the exception that the alternative envelope option of 60 degrees with a twelve foot wall height would apply to all properties west of I-215. Motion passed 10-1.](#)

**Canyon Rim Citizens Association (CRCA) meeting June 7, 2023**

Members of the CRCA were generally pleased with the proposed R-1/RCOZ code presented by staff. There was very little discussion regarding the code specifically. There were a few comments made from members requiring further explanation about why staff was proposing alternative envelope options and the reasoning behind the increased rear yard setback. Staff responded that there is not a "one size fits all" set of standards. This has been an on-going issue when applying small narrow lots which is why we are proposing some alternative development standards for the small irregular shaped lots that have historically struggled to develop under the old code. Staffs reasoning behind increasing the rear yard setback five additional feet was to add more quality open space to the rear yards of our single-family neighborhoods. By doing so, it added more privacy and in instances where you have steep slopes, it helps push homes further away from homes directly adjacent and downhill. Staff noted that uphill homes dwarfing over the homes below is a common complaint and the increase in the rear yard setback is an attempt to mitigate this. [The CRCA made a motion to approve the proposed R-1/RCOZ draft as presented by staff. Motion passed 7-0.](#)

## **PLANNING STAFF FINDINGS & CONCLUSIONS**

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Millcreek Planning staff has been administering the development regulations of the underlying R-1 Zone and the Residential Compatibility Overlay (RCOZ) Zone for nearly 5 years and in that time, we have learned a few things. The RCOZ and its standards was originally adopted by Salt Lake County in 2009 with the intention to balance how are residential neighborhoods build out. The standards required by RCOZ became the tool used by Planning to ensure residential neighborhoods with moderate homes sizes didn't become engulfed with "McMansions", or otherwise monster homes. The underlying R zones work but are too broad and didn't do much in terms of maintaining compatibility. These standards were designed to combat massive homes from being constructed next to moderately sized homes by restricting building height, property setbacks, lot coverage percentages and massing, and essentially preserving the character of these neighborhoods by zone. The RCOZ standards such as max building height, allowable lot coverage, and combined side yard setbacks shift slightly depending on zone type and lot sizes of the neighborhood, making development comparative to its surroundings, hence compatible.

*Depending on who is inquiring, the RCOZ is a tool that "restricts" or a tool that "preserves".*

See "Supporting Documents" at the end of staff report to review the proposed draft of the R-1/RCOZ Code as well as the current R-1 and RCOZ Codes that are currently in effect.



**This is what we learned (*Data from 2018 to present*)**

- 198 new permits for single-family homes were issued or closed. 187 of those new permits issued, met the minimum “RCOZ” standards. 384 new permits for residential additions and alterations were issued or closed. The vast majority of these are in RCOZ.
- 9 permits for a single-family home were approved for “RCOZ B” variations from the standards on the basis of neighborhood compatibility. 13 permits for additions were approved for “RCOZ B” variations from the standards on the basis of neighborhood compatibility. Most RCOZ B applications are for additions, not new homes.
- 2 permits for a single-family home received variances due to existing hardships owing to unique circumstances on these properties. 13 permits for additions were approved for “RCOZ B” variations from the standards on the basis of neighborhood compatibility. Most RCOZ B applications are for additions, not new homes.
- 2 “RCOZ C” special exceptions to build a home have been approved. 15 permits received special approval from the Land Use Hearing Officer because they were additions to homes that were *already* noncompliant in terms of RCOZ rules for setbacks, lot coverage, etc.
- 94% of those building a new home in Millcreek were able to build under the current code without need of a deviation or special exception.
- 92% of those seeking to do residential additions in Millcreek were able to build under the current code without need of a deviation or special exception.
- A large majority of the homes built and residential additions permitted without seeking relief were likely in the R-1-8 and R-1-10 zones. The vast majority of the R-1 zones are R-1-8 and R-1-10 which account for about 40% of the entire city. These zones are typically larger allowing for more flexibility making development easier. The remaining permits issued for new homes and permits issued for residential additions that sought relief were likely due to smaller lot sizes and/or homes recognized as noncomplying due to setbacks, lot coverage, etc.

**What RCOZ Got Right**

- Side yard setbacks are wider, particularly on wider lots. This keeps the mass of a home more consistent with the homes in the surrounding area.
- For the most part, especially on lots in an R-1-8 zone and above, it is easy to put a second story on a home. Gable and dormer exceptions ensure that these second stories are useful, while reducing the mass of taller homes.
- RCOZ considers neighborhood compatibility, by allowing applicants to modify setbacks, heights, and lot coverage based on the characteristics of surrounding homes. This is a rarely used tool but has proven useful.

**Where RCOZ Could Be Better**

- Definitions could be better.
- Building envelope standards prevent a second story on homes on narrower lots, particularly in an R-1-6 or R-1-5 zone. This could impact infill opportunities and neighborhood stability.
- Maximum heights may be a little low, considering market preferences for taller ceiling heights.
- Having two different zoning standards created confusion.

See “Supporting Documents” at the end of staff report to review the proposed draft of the R-1/RCOZ Code as well as the current R-1 and RCOZ Codes that are currently in effect.

**Staffs Goals for Revising the R-1/RCOZ Standards based on historical data and feedback from residents.**

- Provide alternative development standards for different lot sizes
- Encourage a variety of affordable single-family housing options
- Incentivize development on smaller lots
- Continue to preserve the character of our single-family neighborhoods
  
- Clear up resident confusion and eliminate application conflicts
- Simplify and speed up building permit review times
- Enhance clarity with better definitions and images

**SUPPORTING DOCUMENTS**

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- Proposed draft R-1/RCOZ Code ([Click here for link](#))
- Current R-1 Code ([Click here for link](#))
- Current RCOZ Code ([Click here for link](#))
- R-1/RCOZ Call List and email correspondences
- Received Community Council Letters

### 19.01.1.1 Single-Household Residential (R-1) Zones

#### A. Purpose

- The purpose of the R-1 zones is to establish single-household neighborhoods that provide persons who reside therein a comfortable, healthy, safe and pleasant environment. It is the intent to balance neighborhood compatibility with the private property interests of those who wish to expand, develop, improve or otherwise make exterior modification to their residential property.

#### B. Permitted Uses and Conditional Uses

- Uses in the Single-Household Residential (R-1) Zones are as set forth in Table 19.XX.1 Permitted and Conditional Uses in the Single-Household Residential (R-1) Zones. If a use is not specifically designated in the table, then it is prohibited.

Table 19.XX.1 Permitted and Conditional Uses in the Single-Household Residential (R-1) Zones		
<i>P= Permitted C= Conditional Use Review Required</i>		
Land Use	R-1 (All Zones)	Limitations / References
<i>Residential Uses</i>		
Single Household Dwelling	P	Accessory dwellings permitted as set forth in MKZ 19.XX, Accessory dwellings. May be subject to the requirements set forth in the Sensitive Lands Chapter 19.XX.XX
Residential Facilities for Persons with a Disability	P	As set forth in MKZ 19.87 Residential Facilities for Persons with a Disability
Short-term rentals	P	As set forth in MKC 5.19, Short-term rentals
<i>Commercial Uses</i>		
Agriculture	P	Non-commercial
<i>Civic and Institutional Uses</i>		
Public Uses	P	
Quasi-Public Use	P	
Religious Assembly	P	
<i>Miscellaneous Uses</i>		
Accessory Uses, Buildings, and Structures	P	As set forth in MKZ 19.XX.XX Accessory Uses, Accessory Buildings, and Structures

### C. Spatial Requirements.

1. **Setback Measurements.** The minimum setbacks and lot size requirements are as determined by Table 19.XX.2 Spatial Requirements for the Single-Household Residential (R-1) Zones.
2. **Side Yard Setbacks on Lots 50% (Alt. 100% or apply to all lots) Larger Than Minimum Lot Width.** Lots with a width 50% or more larger than the required minimum lot width shall measure side yard setbacks per the following:
  - a. The combined measurements of the side yard setbacks shall be at least 25% of the lot width.
  - b. No side setback shall be less than the required minimum side yard setback.
  - c. The width of the lot is measured as the diameter of the largest circle that can be inscribed entirely within the lot excluding any streams, floodplains, wetlands, areas of thirty percent slope or greater, or other natural hazard areas shall be excluded from the circle. See Figure 19.XX.2.

Figure 19.XX.1 Spatial Requirements Diagram (letter labels related to Table 19.XX.2)

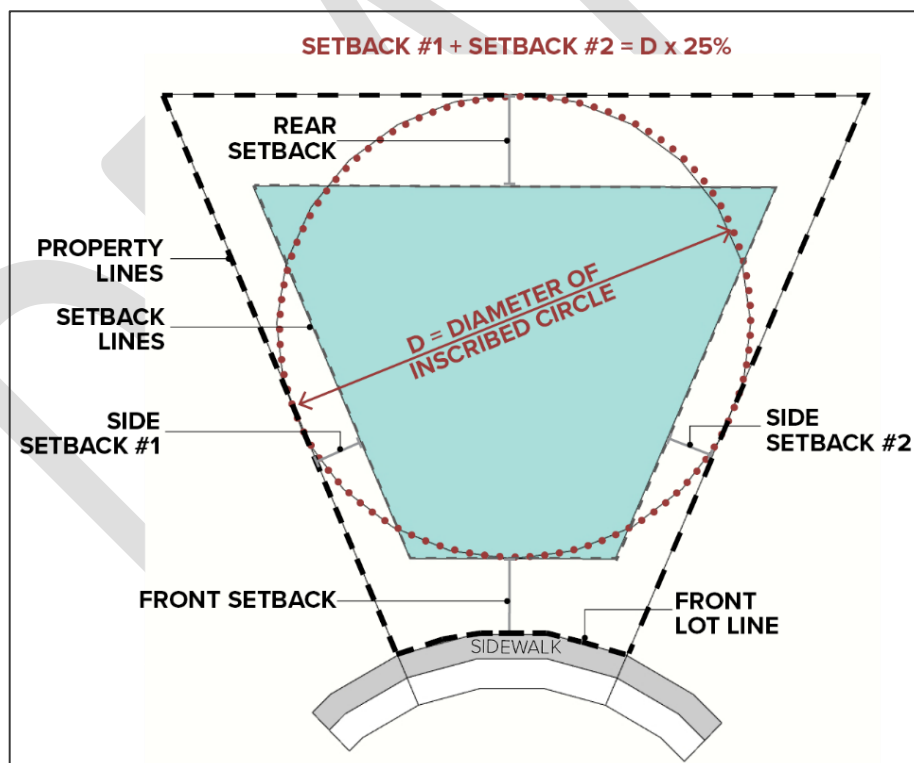
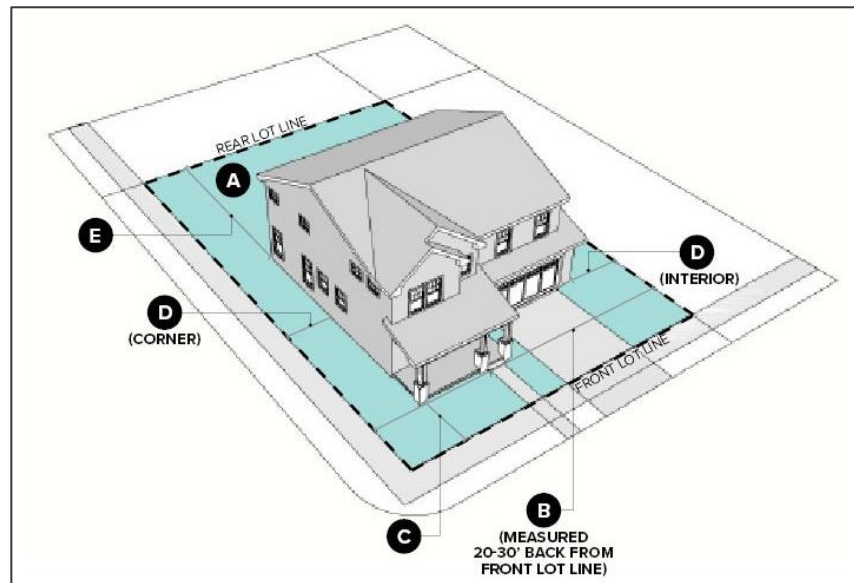


Figure 19.XX.2 Spatial Requirements Diagram



**Table 19.XX.2 Spatial Requirements for the Single-Household Residential (R-1) Zones**

Zone	Min. lot area (A)	Min. lot width (B)	Min. Front Setback (C)	Residential Use Min. Side Setbacks on interior lots (D)	Residential Use Min. Side Setbacks on corner (E)	Non-Residential Use Min. Side Setback	Min. Rear Setbacks (F)	Maximum Lot Coverage
R-1-3	3,000 sq ft	25'	20'	5'	20'	20' (15')	20'	40%
R-1-4	4,000 sq ft	25'	20'	5'	20'	20' (15')	20'	40%
R-1-5	5,000 sq ft	25'	20'	5'	20'	20' (15')	20'	35%
R-1-6	6,000 sq ft	60'	25'	8'	20'	20'	20'	35%
R-1-8	8,000 sq ft	65'	25'	8'	20'	20'	20'	33%
R-1-10	10,000 sq ft	80'	30'	10'	20'	20'	20'	31%
R-1-15	15,000 sq ft	80'	30'	10'	20'	20'	20'	25%
R-1-21	21,000 sq ft	100'	30'	10'	20'	20'	20'	25%

**D. Building Height and Building Envelopes.**

1. Minimum height. All dwelling structures shall be a minimum of one story in height.
2. Maximum Height. Maximum building height is as set forth in Table 19.XX.3 Building Height and Building Envelope for R-1 Zones.
3. Building Envelope. The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the

perimeter of the property line extended vertically perpendicular to the property line to a height and subsequent angle as set forth in Table 19.XX.3. The entire building shall fit under this envelope except as described in the projections section below. (See figures 19.XX.2, 19.XX.3, and 19.XX.4 for building envelope illustrations)

**Table 19.XX.3 Building Height and Building Envelope for R-1 Zones**

	R-1-3 R-1-4 R-1-5	R-1-6	R-1-8	R-1-10 R-1-15	R-1-21
Building Envelope Wall Height	30'	30'	30'	30'	32'
Building Envelope Angle Starting Height	None (alt 12')	12'	8'	8'	8'
Building Envelope Angle	None (alt. 60 degree)	60 °	45°	45°	45°

Figure 19.XX.3 R-1-3, R-1-4, and R-1-5 Building Envelope

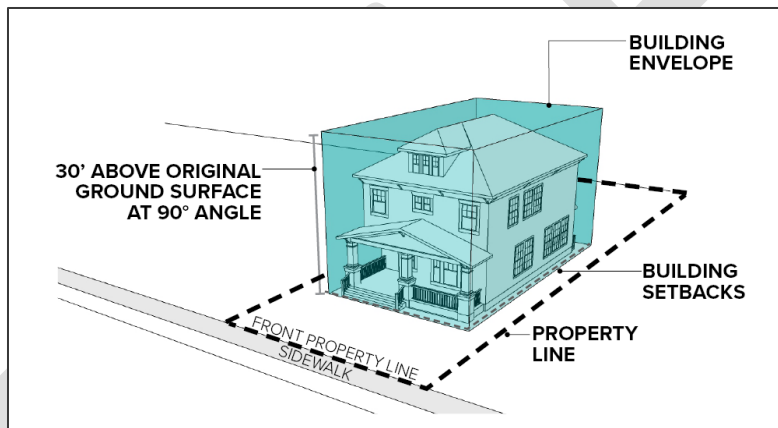


Figure 19.XX.4 R-1-6 Building Envelope (alternative – apply to R-3,4 and 5)

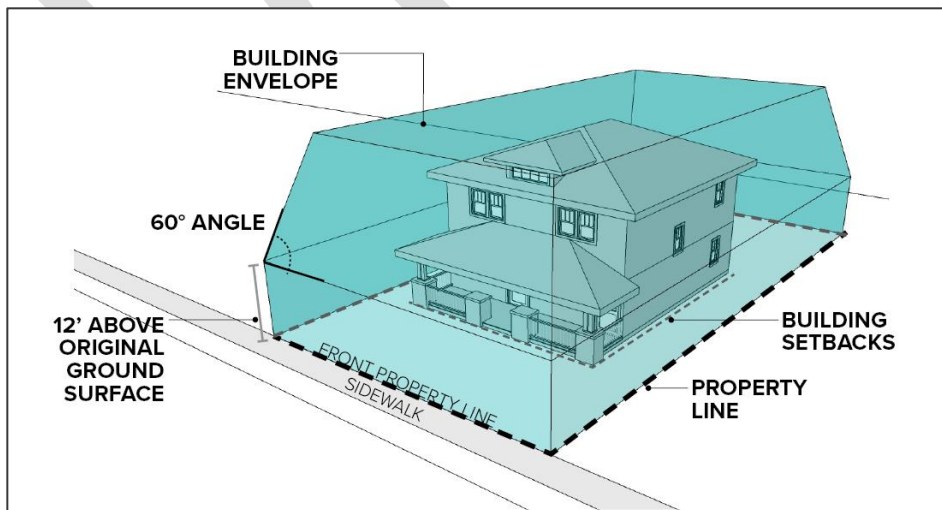
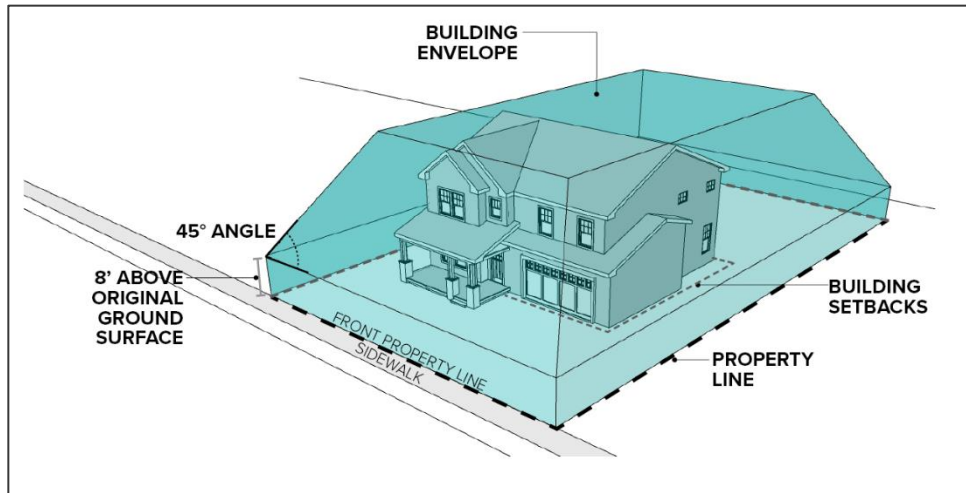




Figure 19.XX.2 R-1-8, R-1-10, R-1-15, and R-1-21 Building Envelope



- E. Projections. Dormers, Gables, and non-habitable architectural elements may project beyond the building height envelope if they meet the following criteria:
1. Dormers:
    - a. The width of the dormer shall not exceed fourteen (14) feet;
    - b. Multiple dormers shall be spaced such that the distance to the edges of the roof is at least one-half the distance between dormers; and
    - c. The dormer shall be no higher than the ridge of the roof.
  2. Gables:
    - a. The height of the gable is less than 1.75 times higher than the point where the graduated building height envelope intersects the gable;
    - b. The height of the gable is less than the maximum building height; and
    - c. The length of the gable comprises no more than 25% of the length of the building façade.
  3. Porches.
    - a. Uncovered front porches may project up to ten (10) feet into the front yard setback.
    - b. A porch or section of a porch with a deck above is considered covered
  4. Other architectural features such as eaves, railings, or windowsills:
    - a. The architectural feature does not extend beyond the building height envelope more than two (2) feet.
    - b. The architectural feature shall not include habitable space.

**Articulation.** To avoid a large, continuous building mass of uniform height; no portion of any building shall continue more than forty feet horizontally without a minimum of an eighteen-inch break in the roofline or introduction of a contrasting architectural element such as an overhang, projection, or inset of a minimum depth of two feet (2') from the primary façade plane, to create shadow patterns along the elevation of the building. See figures 19.XX.6 and 19.XX.7 below for dormer and gable exception illustration

Figure 19.XX.6 Dormer and Gable illustration

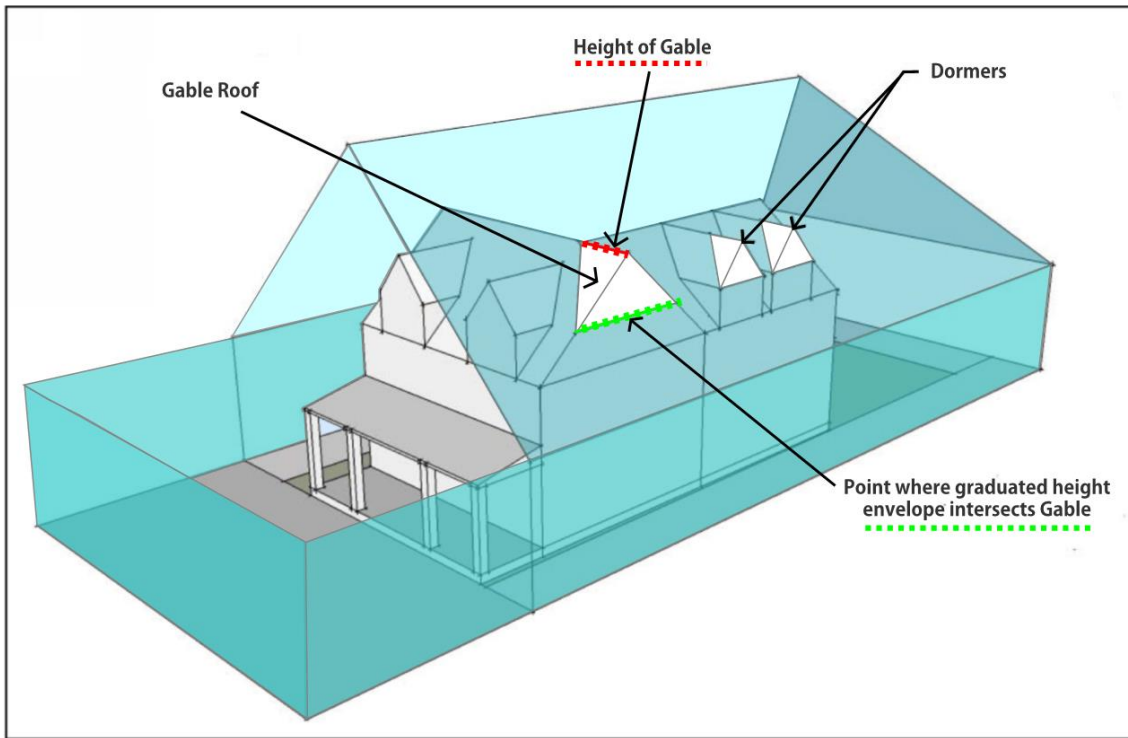
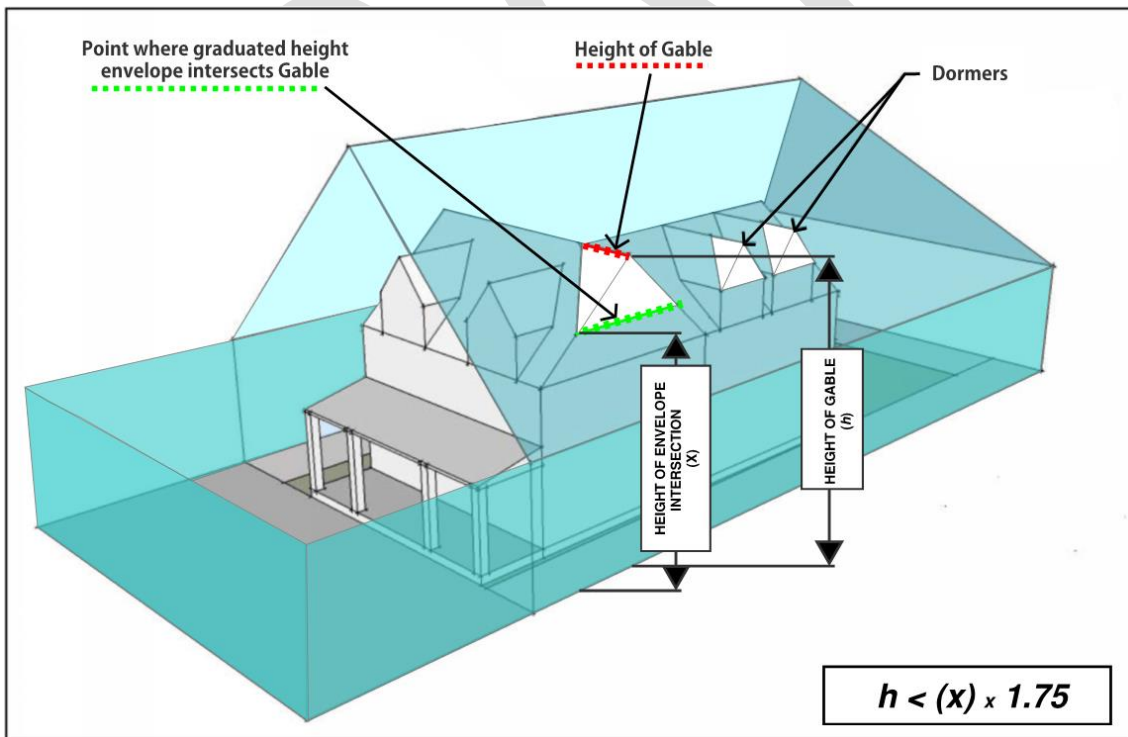


Figure 19.XX.7 Gable projecting beyond building height envelope exception



### 19.01.1.2 Neighborhood Compatibility Modification (NCM).

- A. Recognizing the wide variation of circumstances incident to a residential development application, Millcreek is providing for additional means to modify standards based on neighborhood compatibility. The Neighborhood Compatibility Modification (NCM) allows for modified standards from one or more of the spatial standards based upon the compatibility of the proposed residential development application with other lots/dwellings in the proximate neighborhood. The Planning Director may approve a NCM request at time of site plan submittal provided the following conditions are met:
1. Evidence. Compliance with the corresponding neighborhood conditions must be established by an engineering survey from the proximate neighborhood, defined as a 200' radial distance from the property boundary.
  2. Submittal. NCM requests shall be submitted on a separate form and shall include an additional review fee as set forth in the Millcreek Consolidated Fee Schedule.
  3. Permissible Modifications. NCM Standards. Building height, setbacks and lot coverage modifications may be accommodated if the request does not exceed the allowances as set forth in Table 19.X.X NCM Standards.
  4. Non-Permissible Modifications. Rear-yard setbacks, building envelope, mass and scale, and accessory structure modifications do not qualify under the NCM.

Table 19.XX.4. NCM Standards

Table 19.XX.4 NCM Standards						
Zone	(A)	Lot Coverage	Front Setback	Side Setback	Rear Setback	Max Height
R-1-3	33'	40% *	The average of all lots of within the proximate neighborhood that fronts to the same street, road, or right-of way.	Combined side yard shall be at least twenty-five percent (25%) of the lot width, and no less than six feet (6') on each side.	The average rear yard setback that are on six lots of the applicants choice within the proximate neighborhood, and no less than 15'	The maximum building height that may be approved by the Planning Director or designee under the NCM standards is the lesser of:  1. Three feet plus the average maximum ridge height of residential structures that are on six lots of applicants choice that are within the proximate neighborhood; and  2. The max height of the zone specified in column (A) of Table 19.XX.4 NCM Standards.
R-1-4	33'	40% *				
R-1-5	33'	40% *				
R-1-6	33'	40% *				
R-1-8	33'	38% *				
R-1-10	35'	36% *				
R-1-15	37'	30% *				
R-1-21	37'	30% *				

\*Lot coverage for all lots may not exceed more than 1.15 times the average lot coverage of proximate neighborhood lots

- B. Related Provisions. For additional information refer to the zoning ordinance and in particular the following sections:

Related Provisions	
<i>Reference Section</i>	<i>Topic</i>
MKZ 19.76.020	Occupancy permit
MKZ 19.04.560	Yard
MKZ 19.76.080	Lots and buildings on private rights-of-ways
MKZ 19.76.100	Sale of space needed to meet requirements
MKZ 19.76.140	Private garage or carport—Reduced yards
MKZ 19.76.190	Height limitations—Exceptions
MKZ 19.76.200	Additional height allowed when
MKZ 19.76.210	Off-site improvements
MKZ 19.76.290	Single-household or two-household dwellings—Standards
MKZ 19.80.040	Number of spaces required
MKZ 19.89	Accessory Dwelling Units
MKZ 19.XX	Temporary Uses and Structures
MKZ 19.XX	Sensitive Lands
MKZ 19.82	Sign Ordinance
MKC Title 18	Subdivisions

### 19.01.1.3 Definitions (to be moved to definitions)

**Single household detached dwelling** means a separate building arranged or designed to be occupied by one household unit, the structure having only one primary dwelling unit.

**Residential Facilities for Persons with a Disability (group home)** means a home where a small number of unrelated people in need of care, support, or supervision can live together, such as those who are elderly or mentally ill or protected by federal fair housing laws.

**Short-term rental** means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days or a residential unit or any portion of a residential unit or that is actually used for accommodations or lodging of guests for a period of less than thirty consecutive days.

**Agriculture (non-commercial)** means the tilling of the soil, the raising of crops, horticulture and gardening, noncommercial greenhouses associated with residential uses, but not including the keeping or raising of domestic animals, except household pets or fowl, and not including any agricultural industry or business such as fruit-packing plants, fur farms, animal hospitals or similar uses.

**Public and Quasi-Public Use** means a use operated exclusively by a public body, or quasi-public body, such use having the purpose of serving the public health, safety or general welfare, and including uses such as public schools, parks, playgrounds and other recreational facilities, administrative and service facilities, and public utilities.

**Religious assembly** means any church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities.

**Accessory Uses and buildings/structures** means a subordinate use or structure customarily incidental to and located upon the same lot occupied by a main use.

**Dormer** means a roofed structure, often containing a window, that projects vertically beyond the plane of a pitched roof. The peak roof elements of a dormer do not extend above the ridgeline of the pitched roof.

**Gable** means the triangular portion of a wall between the edges of intersecting roof pitches.

**Habitable Space** means any structure containing rooms that are used for living, sleeping, cooking, and eating.

**Architectural Feature** means a minor decorative feature built into the design and construction of the building in addition to the occupiable space of the building. Such features may include but are not limited to overhangs, eaves, railings, bay windows, pelmets, and cupolas.

**Proximate Neighborhood** means the lots within a 200' radial distance from the subject property boundary.

## Chapter 19.14 R-1-3, R-1-4, R-1-5, R-1-6, R-1-7, R-1-8, R-1-10, R-1-15, R-1-21, R-1- 43 SINGLE-FAMILY RESIDENTIAL ZONES

### 19.14.010 Purpose Of Provisions

#### 19.14.020 Permitted Uses

#### 19.14.030 Conditional Uses

#### 19.14.040 Lot Areas And Widths

#### 19.14.050 Yards

#### 19.14.055 Density

#### 19.14.060 Building Height

#### 19.14.070 Accessory Buildings

#### 19.14.080 Informational

### **19.14.010 Purpose Of Provisions**

The purpose of the R-1 zones is to establish single-family neighborhoods which provide persons who reside therein a comfortable, health, safe and pleasant environment.

### **19.14.020 Permitted Uses**

Permitted uses in the R-1 zones are as follows:

ZONE	PERMITTED USES
All R-1 Zones	Accessory uses and buildings
	Agriculture
	Home business, subject to MKZ 19.85;
	Home daycare/preschool, subject to MKZ 19.04
	Household pets
	Residential facility for persons with a disability
	Short-term rentals provided a valid Millcreek business license has been issued and in good standing with respect to the property;
	Accessory Dwelling Unit, subject to MKZ 19.89
R-1-6, R-1-7, R-1-8, R-1-10, R-1-15	Single-family dwelling
R-1-21, R-1-43	Guesthouse, the square footage must be less than one thousand two hundred square feet
	Maximum of four horses for private use only, not for rental
	Single-family dwelling

#### HISTORY

Amended by Ord. [18-28](#) on 5/14/2018

Amended by Ord. [18-35](#) on 6/11/2018

Amended by Ord. [21-39](#) on 9/27/2021

Amended by Ord. [23-12](#) on 4/10/2023

### **19.14.030 Conditional Uses**

Conditional uses in the R-1 zones are as follows:

ZONE	CONDITIONAL USES
All R-1 zones	Cemetery
	Day care/preschool center, subject to MKZ 19.76.260
	Golf course
	Home day care/preschool, subject to MKZ 19.04
	Planned unit development
	Private educational institutions having an academic curriculum similar to that ordinarily given in public schools
	Private nonprofit recreational grounds and facilities
	Public and quasi-public uses
	Residential facility for elderly persons
	Temporary buildings for uses incidental to construction work, which building must be removed upon the completion of the construction work. If such buildings are not removed within ninety days upon completion of construction work or thirty days after notice, the building will be removed by the City at the expense of the owner.
R-1-3, R-1-4	Single-family dwelling
R-1-5	Single-family project developments The planning commission may approve a detailed development plan for the entire single- family project in



	an R-1-3, R-1-4, R-1-5 zone, pursuant to MKZ 19.84. Thereafter, the development services division director may, as authorized by the planning commission, approve use permits for individual residential uses, provided that the plans comply with all requirements and conditions of the approved development plan.
R-1-6, R-1-7, R-1-8, R-1-10	Nursery and greenhouse, provided that there is no retail sales
R-1-15	Pigeons, subject to health department regulations
	Sportsman's kennel with a minimum lot area of one acre
R-1-21, R-1-43	Animals and fowl for family food production
	Bed and breakfast homestay
	Nursery and greenhouse; provided, that there is no retail sales
	Pigeons, subject to health department regulations
	Sportsman's kennel with a minimum lot area of one acre

**HISTORY**

Amended by Ord. [18-35](#) on 6/11/2018

Amended by Ord. [19-19](#) on 5/28/2019

Amended by Ord. [23-12](#) on 4/10/2023

**19.14.040 Lot Areas And Widths**

The minimum lot area and width requirements are as follows:

ZONE	MINIMUM LOT AREA	MINIMUM LOT WIDTH
R-1-3	3,000 square feet	25 feet at a distance 20 feet from the front lot line
R-1-4	4,000 square feet	Same as above
R-1-5	5,000 square feet	Same as above
R-1-6	6,000 square feet	60 feet at a distance 25 feet from the front lot line
R-1-7	7,000 square feet	65 feet at a distance 25 feet from the front lot line
R-1-8	8,000 square feet	Same as above
R-1-10	10,000 square feet	80 feet at a distance 30 feet from the front lot line
R-1-15	15,000 square feet	Same as above
R-1-21	21,780 square feet (1/2 acre)	100 feet at a distance 30 feet from the front lot line
R-1-43	43,560 square feet (1 acre)	Same as above

**19.14.050 Yards**

A. Dwellings: The minimum yard requirements for a private garage or dwelling are as follows:

ZONE	FRONT YARD	SIDE YARD (Interior)	SIDE YARD (Facing a public street)	REAR YARD WITHOUT GARAGE	REAR YARD WITH GARAGE
R-1-3, R-1-4, R-1-5	20 feet	5 feet unless attached to a dwelling on an adjacent lot	20 feet	20 feet	15 feet
R-1-6, R-1-7, R-1-8	25 feet	5 feet one side and 11 feet on the garage or driveway side or 8 feet on each side	20 feet	30 feet	15 feet
R-1-10, R-1-15, R-1-21	30 feet	10 feet on each side	20 feet	Same as above	Same as above
R-1-43	30 feet	15 feet on each side	20 feet	Same as above	Same as above

B. The minimum yard requirements for a main building other than residential are as follows:

ZONE	MINIMUM FRONT YARD	MINIMUM SIDE YARDS	MINIMUM REAR YARD
R-1-3, R-1-4, R-1-5	20 feet	20 feet	20 feet
R-1-6, R-1-7, R-1-8	25 feet	20 feet	30 feet
R-1-10, R-1-15, R-1-21, R-1-43	30 feet	20 feet	30 feet

**HISTORY**

Amended by Ord. [18-35](#) on 6/11/2018

**19.14.055 Density.**

The allowable density for planned unit developments shall be determined by the planning commission on a case by case basis, taking into account the following factors: recommendations of non- City agencies; site constraints; compatibility with nearby land uses; and the provisions of the applicable general plan. Notwithstanding the above, the planning commission shall not approve a planned unit development with density higher than the following:

R-1-3	11.0 units per acre
R-1-4	9.0 units per acre
R-1-5	7.0 units per acre
R-1-6	6.0 units per acre
R-1-7	5.0 units per acre
R-1-8	4.5 units per acre
R-1-10	4.0 units per acre
R-1-15	2.5 units per acre
R-1-21	2.0 units per acre
R-1-43	1.0 units per acre

**19.14.060 Building Height**

Except as otherwise specifically provided in this title no building or structure shall exceed the following height (see MKZ 19.04 for definition of "height"):

A. Main Buildings.

1. Thirty feet on property where the slope of the original ground surface exceeds fifteen percent or the property is located in the hillside protection zone. The slope shall be determined using a line drawn from the highest point of elevation to the lowest point of elevation on the perimeter of a box which encircles the foundation line of the building or structure. Said box shall extend for a distance of fifteen feet or to the property line, whichever is less, around the foundation line of the building or structure. The elevation shall be determined using a certified topographic survey with a maximum contour interval of two feet.
2. Thirty-five feet on properties other than those listed in number one of this subsection.
3. No dwelling shall contain less than one story.

HISTORY

Amended by Ord. [18-35](#) on 6/11/2018

Amended by Ord. [23-12](#) on 4/10/2023

**19.14.070 Accessory Buildings**

A. Location Requirements:

1. Accessory buildings shall only be allowed in a rear yard, or within the side or rear setbacks of the main building of the lot, provided the accessory building meets the separation requirement in section MKZ 19.14.070 (A)(2).
2. Accessory buildings must be located at least six feet from the main building on the lot.

B. Height:

1. For residential lots in a R-1 zone with rear yards that share a boundary with a commercial or multifamily zone or an institutional building or structure, accessory buildings may exceed the height of the main structure, up to a maximum height of 24 feet, provided it is in the rear yard.
2. Accessory buildings on all other residential lots shall not exceed 10 percent greater than the height of the main building, but are allowed to be at least 14 feet in height.
3. In no case shall an accessory building exceed 24 feet in height.
4. Accessory buildings in zones that are subject to the Residential Compatibility Overlay Zone standards must be constructed entirely within the building envelope described in MKZ 19.71.030 (C).

C. Setback Requirements.

1. Heights Up to Fourteen Feet: Accessory buildings must be located at least thirty inches from the side and rear property lines.
2. Heights Greater than Fourteen feet. For each inch in height over fourteen feet, accessory buildings shall be set back from the side and rear property lines an additional inch, up to twelve feet six inches from the side and rear property line.
3. On lots where the rear yard abuts a public right-of-way, the minimum setback requirement for an accessory building is 20 feet from the side and rear property lines, unless a noise barrier authorized and constructed by the Utah Department of Transportation or the City separates the right-of-way from the accessory building.
4. On lots where the rear yard abuts a side yard of another residential dwelling, the minimum setback for an accessory building is 10 feet from the abutting side yard.
5. Accessory buildings shall not encroach on any required easement.

D. Area Requirements.

1. For residential lots in a R-1 zone with rear yards that share a boundary with a commercial or multifamily zone, or an institutional building or structure, the total footprint of all accessory buildings on a lot shall not exceed the maximum coverage requirements established in Section E below, or 1,200 square feet.
2. The total footprint of all accessory buildings on lots except as described in section 1 above shall not exceed 60 percent of the footprint of the main building, or 600 square feet, whichever is greater. The total footprint of all accessory buildings shall not exceed the maximum coverage requirements.

E. Coverage Requirements. Coverage Requirements. The maximum lot coverage for accessory buildings is described in Table 19.14-1 below.

F. Design Standards. Accessory buildings shall incorporate at least one of exterior materials used in the main building for 20 percent of all facades of the structure, or shall be clad in wood, vinyl, or cementitious fiberboard siding. Accessory buildings must have a pitched roof unless the main building has a flat roof, in which case an accessory building may have a flat roof or a pitched roof.

G. Drainage. Runoff drainage from accessory buildings and structures may not be directed onto adjacent property.

H. Illumination. Illumination of accessory buildings and structures shall be directed down and away from adjoining residences.

I. Accessory Buildings shall only be used for vehicles or non-commercial uses generated within the property, unless those items are used as part of a licensed home business, pursuant to the standards in MKZ 19.85. Accessory buildings shall not be used as a dwelling.

J. Shipping containers, semi trailers, box cars, or relocatable storage containers, shall not be permanently installed or maintained on a residential lot, unless they are modified to meet all the design requirements in MKZ 19.14.070 (G).

K. Accessory buildings used for accessory dwelling units are subject to the standards of this chapter, and of the Accessory Dwelling Unit standards in MKZ 19.89.

Table 19.14-1

Lot Size in Square Feet	Maximum Accessory Building Coverage
6,000 or less	40 percent
6,000 to 6,999	35 percent
7,000 to 7,999	30 percent
8,000 or more	25 percent

Accessory buildings in lots subject to the Residential Compatibility Overlay Zone shall not exceed the maximum coverage requirements established in MKZ 19.71.030 (B).

HISTORY

Amended by Ord. [18-35](#) on 6/11/2018

Amended by Ord. [19-19](#) on 5/28/2019

Amended by Ord. [21-39](#) on 9/27/2021

**19.14.080 Informational**

For additional information refer to the zoning ordinance and in particular the following sections:

MKZ 19.76.020	Occupancy permit
MKZ 19.04	Yard
MKZ 19.76.080	Lots and buildings on private rights-of-ways
MKZ 19.76.100	Sale of space needed to meet requirements
MKZ 19.76.140	Private garage or carport—Reduced yards
MKZ 19.76.190	Height limitations—Exceptions
MKZ 19.76.200	Additional height allowed when
MKZ 19.76.210	Off-site improvements
MKZ 19.76.290	Single-family or two-family dwellings—Standards
MKZ 19.80.030	Number of spaces required
MKZ 19.89	Accessory Dwelling Units

HISTORY

Amended by Ord. [21-39](#) on 9/27/2021

Amended by Ord. [23-12](#) on 4/10/2023

Amended by Ord. [23-13](#) on 4/10/2023

**Chapter 19.71 RESIDENTIAL COMPATIBILITY OVERLAY ZONE**

**19.71.010 Purpose Of Provisions**

**19.71.020 Overlay Zone, Scope And Application**

**19.71.030 Option A General Standards; Planning And Development Services Review**

**19.71.040 Option B Deviations From General Standards Based On Neighborhood Compatibility**

**19.71.050 Option C Special Exception; Planning Commission Review**

**19.71.060 Definitions**

**19.71.010 Purpose Of Provisions**

- A. The general purpose of the residential compatibility overlay zone ("RCOZ") is to promote public welfare and to balance neighborhood compatibility with the private property interests of those who wish to expand, develop, improve or otherwise make exterior modification to their residential property.
- B. Recognizing the wide variation of circumstances incident to a residential application and the need for architectural freedom, the City is adopting a three-tiered approach:
  1. Option A provides for strict standards of height, area, and setback with permits issued by the City (the "division").
  2. Option B allows the City to consider deviations from one or more of the standards provided in Option A based upon the compatibility of the proposed residential application with other houses in the immediate neighborhood.
  3. Option C allows a planning commission to consider at a public hearing a special exception for unusual or extraordinary circumstances that justify deviations from one or more of the limitations under Options A and B.

HISTORY

Amended by Ord. [19-19](#) on 5/28/2019

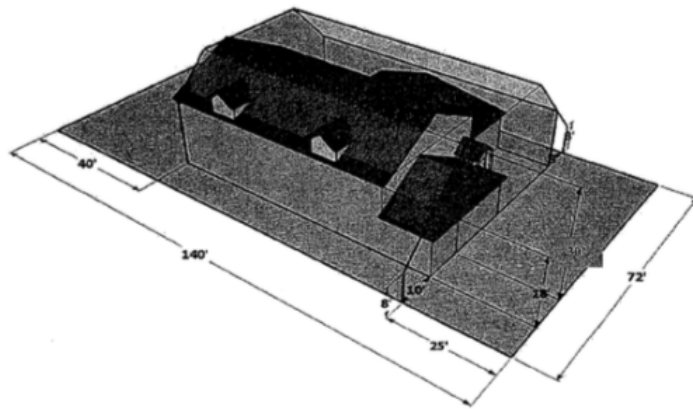
**19.71.020 Overlay Zone, Scope And Application**

- A. Geographic Area of Application. Maps delineating the boundaries of the RCOZ are attached to the ordinance from which this chapter derived as Appendix A and will remain on file with the division. Such maps, as amended, are a part of this title as if fully described and detailed herein. Additional areas may be approved by the council.
- B. Development Activities Covered. The standards and regulations contained in this chapter shall apply to all residential development, exterior remodeling and new construction projects commenced after the effective date of this chapter in the RCOZ, according to the zones listed in Table I below.
- C. Applicability to Lots of Record. The standards and regulations contained in this chapter shall apply to all legally subdivided lots, including those that were recorded prior to the enactment of this chapter.
- D. Exemption for Previous Residential Development. Noncomplying additions or expansions of buildings or structures commenced or completed prior to the enactment of this chapter are exempt from the requirements of this chapter.
- E. Inconsistent Provisions. When the provisions of this chapter are inconsistent with provisions found in any other chapters of City ordinances, the most restrictive provisions shall apply.

**19.71.030 Option A General Standards; Planning And Development Services Review**

- A. Application. Any person seeking to build a new residential structure or to significantly reconstruct, renovate or rebuild an existing structure in any zone listed in Table I shall obtain land-use approval from the division. An applicant may seek a determination of the applicable limits under Option A from the division prior to the submission of any building plans.
- B. Standards. Unless applying for approval under Option B or Option C, all applications shall comply with the following minimum standards:
  1. Maximum Building Height. Each point on the highest ridge of the structure shall be no more than that specified in Table I, column (b) for the zone in which the property is situated. Maximum building height shall be measured in feet from that point on the original grade vertically below the referenced ridge height (not including chimneys and vent stacks).
  2. Maximum Lot Coverage. The lot coverage of all structures on the lot shall be not more than the percentages given in Table I, column (d).
  3. Front Yard. The minimum front yard setback shall be as specified in the applicable City code.
  4. Side Yard. The combined side yard setbacks for any main structure shall be at least twenty-five percent of the lot width with no side setback less than eight feet. For purposes of this provision, "lot width" is the diameter of the largest circle that can be inscribed entirely within the lot, not including streams, floodplains, wetlands, areas of thirty percent slope or greater or other natural hazard areas. No extensions, bay windows or similar building elements may encroach into the required setbacks under Option A, except for (a) attached air conditioning units, electrical boxes, utility meters and the like and (b) roof overhangs or eaves that extend no more than two feet into the area of the minimum side setback.
  5. Rear Yard. The minimum rear setback of the primary residence and any accessory building shall be as specified in the applicable City code.
  6. Building Envelope. The height of all structures is further limited by the building envelope created by starting at a point eight feet above ground at each point on the property line of the lot and extending on a line at a forty-five degree angle from the vertical toward the interior of the lot, the projection of such line on the horizontal plane of the lot to be perpendicular to the property line. The entire building must fit under this envelope except for dormers and gables that satisfy the following limitations:
    - a. A dormer may exceed the graduated height envelope, provided:

- (1) The width of the dormer is no more than fourteen feet;
  - (2) With multiple dormers, the distance to the front, or side edges of the roof is at least one-half the distance between dormers; and
  - (3) The dormer is no higher than the ridge of the roof.
- b. A gable may exceed the graduated height envelope, provided:
- (1) The height of the gable is no more than 1.75 times higher than the point where the graduated height envelope intersects the gable; and
  - (2) The height of the gable is less than the maximum building height.
7. Mass and Scale. To avoid a large, continuous building mass of uniform height; no portion of any building shall continue more than forty feet horizontally without a minimum of an eighteen-inch break in the roofline or an architectural element such as an overhang, projection, inset, material and textural change to create shadow patterns along the elevation of the building. The elements required by this section are in addition to all other requirements under this Part.
8. Accessory Building. Accessory buildings shall meet all of the requirements established in MKZ 19.14.070 and the building envelope and lot coverage requirements of this chapter.
9. The following figure depicts selected building limitations as described above and is for illustrative purposes only:



HISTORY  
Amended by Ord. [18-35](#) on 6/11/2018

### **19.71.040 Option B Deviations From General Standards Based On Neighborhood Compatibility.**

- A. Application. To obtain division approval of deviations from one or more of the requirements of MKZ 19.71.030.B.1, B.2, B.3 or B.4, an applicant must file a separate application in compliance with the corresponding conditions of Subsections D.1, D.2, D.3 or D.4. An applicant may seek a pre-determination of the allowable deviations for proposed construction under Option B from the division prior to submitting building plans.
- B. Evidence. Compliance with the corresponding conditions of Option B must be established by reliable photographic, engineering, architectural or other evidence from the proximate neighborhood.
- C. Deviations from Other Option A Requirements. No deviations from the Option A requirements of MKZ 19.71.030.B.5 through B.8 may be approved by the division.
- D. Permissible deviations from maximum building height, maximum lot coverage and minimum front and side setbacks under Option B are:
1. Maximum Building Height. The maximum building height that may be approved by the division under Option B is the lesser of:
    - a. Three feet plus the average maximum ridge height of residential structures that are on six lots of applicant's choice that:
      - (1) Are within the proximate neighborhood of the subject property, as defined in MKZ 19.71.060.B; and
      - (2) For which the applicant provides adequate evidence of the maximum building height, as defined in this chapter; or
    - b. The heights specified in column (c) of Table I for the applicable zone.
  2. Maximum Lot Coverage. The maximum lot coverage is 1.15 times the average of the lot coverage percentages of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood of the subject property, such coverage not to exceed the percentages specified in Table I, column (e) for the applicable zone.
  3. Minimum Front Setback. The minimum front setback is the average of the front setbacks of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood of the subject property.
  4. Minimum Side Setbacks. Subject to the twenty-five percent requirement of MKZ 19.71.030.B.4, the minimum side setback is the average of the shorter side setback of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood of the subject property, but in no event may it be less than six feet.

5. Approval of more than one deviation from subsections D.1 through .4 must use the same six lots from the proximate neighborhood to support the requested deviations, whether or not requests for multiple deviations are in one or separate applications.

E. Table I below summarizes and further defines lot coverage and distance in the various zones under Options A and B:

ZONE (a)	OPTION A MAXIMUM BUILDING HEIGHT <sup>(1)</sup> (b)	OPTION B MAXIMUM BUILDING HEIGHT <sup>(1)</sup> (c)	OPTION A MAXIMUM LOT COVERAGE <sup>(2)</sup> (d)	OPTION B MAXIMUM LOT COVERAGE <sup>(2)</sup> (e)	OPTION B PROXIMATE NEIGHBORHOOD <sup>(3)</sup> (f)
R-1-5	28 ft.	33 ft.	35%	40%	100 ft.
R-1-6	28 ft.	33 ft.	35%	40%	100 ft.
R-1-8	28 ft.	33 ft.	33%	38%	150 ft.
R-1-10	30 ft.	35 ft.	31%	36%	175 ft.
R-1-21	32 ft.	37 ft.	25%	30%	200 ft.
R-1-43	35 ft.	40 ft.	23%	28%	300 ft.
R-2-6.5	28 ft.	33 ft.	40%	45%	100 ft.
R-2-8	28 ft.	33 ft.	38%	43%	150 ft.
R-2-10	30 ft.	35 ft.	35%	40%	175 ft.
A-1	30 ft.	35 ft.	31%	36%	175 ft.

(1) Main dwelling

(2) All structures

(3) Radial distance from property boundaries

**19.71.050 Option C Special Exception; Planning Commission Review**

A. An applicant whose proposed residential structure meets neither the requirements of Option A nor of Option B may seek extraordinary relief and exceptions to the limitations of MKZ 19.71.030.B.5, B.6, or B.7 or MKZ 19.71.040.D.1, D.2, D.3 or D.4 by submitting an original and seven copies of an application to the applicable planning commission setting forth in detail:

1. The specific provisions from which the applicant seeks exceptions and the requested relief;
2. Detailed information and explanation establishing that:
  - a. The proposed residence will be in harmony with the purpose of this chapter, the general plan and any other land use document applicable to the area.
  - b. The proposed residence will be compatible with existing residential development within a reasonable distance in terms of height, mass and lot coverage, with particular focus on the proximate neighborhood.
  - c. The proposed residence will not be detrimental to the health, safety and general welfare of persons residing within a reasonable distance, with particular focus on the proximate neighborhood.
  - d. Each point on the highest ridge of the structure will be no more than forty feet above the point on the original grade vertically below it (with allowances for chimneys and vent stacks).
  - e. The front yard setback will be at least eighteen feet.
3. Additional factors that the planning commission may consider in deciding whether to grant an exception under this Part include:
  - a. Unusual lot shape;
  - b. Unusual or difficult terrain;
  - c. Drainage problems;
  - d. Situations that appear not to be clearly addressed by the provisions of Options A or B.
4. An application for an exception under this Option C will be subject to a public evidentiary hearing before the planning commission, for which notice of no less than ten days prior to the hearing will be given to:
  - a. All property owners appearing on the latest plat in the Salt Lake County recorder's office who own property within three hundred feet of the boundary of the subject lot; and
  - b. The chair of the community council for the area in which the subject lot is located.

B. A decision on the application shall be based on the evidence presented at the hearing. The burden of proof shall rest with the applicant. The planning commission may impose such conditions and limitations upon the approval of an exception to the requirements of this chapter necessary to prevent or mitigate adverse effects on other properties in the neighborhood of the subject properties, consistent with the standards of this chapter.



**19.71.060 Definitions**

For the purposes of this chapter, the following terms shall have the following meanings:

- A. "Residential lot" means a legal lot included in one of the zones listed in Table I, column (a).
- B. "Proximate neighborhood" of a subject lot means every residential lot, excluding the subject lot, which is within the distance from the subject lot specified in Table I, column (d). For the purpose of calculating maximum building height only, an immediately adjacent multi-resident structure such as an apartment or condominium building may be considered part of the proximate neighborhood.
- C. "Lot coverage" means the measurement of land use intensity that represents the portion of the site occupied by the principal building and all accessory buildings, but excluding all other impervious improvements such as sidewalks, driveways, patios, decks and open porches.

## R-1 & RCOZ Call Log

Residents Name	Residents Address & Zone	Concern or Question	Planner	Date
Bob Lay	Olympus Cove	Wanted to know if it would affect zip codes or addresses.	Francis	5/4/2023
Jay Bingham	Somewhere in Millcreek. I don't want to tell you.	Will it change my neighborhood? Will there be apartments?	Francis	5/4/2023
Elaine	~3900 S & 2700 E	Whats is this all about!?	Sean	5/5/2023
Lady	Canyon Rim	No more tall apt buildings	KD	5/5/2023
Tam	~900 E & 4500 S	Whats is this all about!?	Brad	5/5/2023
William	2077 E ATKIN AVE	This isnt allowing ADUs is it? Told him they were already allowed. Complained about developers and said we should line them up against a wall and "do a ukraine on them"	Sean	5/5/2023
Rodney	3456 S EL SERRITO DR	Does this allow for duplexes now?	Sean	5/8/2023
Pete Taylor	Millbrook Dr	Limitations to building envelope, new development on Millbrook	KD	5/8/2023

?	3959 E Viewcrest	How does this change R-1-10 zones?	Sean	5/8/2023
Hans Ahen	Mt. Aire Acres	Does not like RCOZ standards	Robert	6/8/2023

## RE: [Ext] R1/RCOZ changes

Tom Stephens <tstephen@xmission.com>

Tue 6/6/2023 9:42 AM

To: williamson\_richard@hotmail.com <williamson\_richard@hotmail.com>

Cc: Francis Lilly <flilly@millcreek.us>; Robert May <rmay@millcreek.us>

Hi Richard,

Your points are well taken. I suggest you send your email to Francis Lilly and Robert May, as I don't see their email addresses on your email.

[flilly@millcreek.us](mailto:flilly@millcreek.us)

[rmay@millcreek.us](mailto:rmay@millcreek.us)

Tom

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**From:** R Williamson <williamson\_richard@hotmail.com>

**Sent:** Monday, June 5, 2023 11:48 PM

**To:** david baird <davidbaird70@yahoo.com>; John Knoblock <johnhknoblock@yahoo.com>; Britt McPartland <brittmcpartland66@gmail.com>; Kumar Shah <shahk@comcast.net>; JOLENE CROASMUN <jolene.croasmun@gmail.com>; Brian Jorgensen <bjorgens@hotmail.com>; Kate Johnson <katejmocc@gmail.com>; Chuck Pruitt <charles.w.pruitt@comcast.net>; Heather May <heathermayslc@gmail.com>; Kyle Taft <kstaft@comcast.net>; Naziol Scott <naziol.scott+mocc@gmail.com>; Cabot Jennings <cabot.jennings@gmail.com>; tom stephens <tstephen@xmission.com>; R Williamson <williamson\_richard@hotmail.com>

**Cc:** Jeff Silvestrini <jsilvestrini@millcreek.us>; Bev Uipi <buipi@millcreek.us>

**Subject:** R1/RCOZ changes

Hi David,

My only concern about the R1/RCOZ changes is the increased building height moving from 28' to 30' in the R1-8 zone.

With modernization and progressive development increasing the size and height of remodels and rebuilds in our neighborhoods, I would propose that Millcreek City Planners carefully consider the impact that increasing the building height for R1-8 from 28' to 30' would partially block the view of the existing neighbor who does not (or cannot) remodel or rebuild their home.

The explanation that was given during our MOCC meeting this evening to increase the height maximum of R1-8 to have 30' was to allow for taller ceilings; however, I propose that builders who remodel or rebuild and who want taller ceilings should then dig the extra space into the basement level (below ground) and keep the height maximum at 28', which is the same height maximum for R1-8 in Salt Lake County (Title 19 Zoning, Chapter 19.71 RESIDENTIAL COMPATIBILITY OVERLAY ZONE, Table 1).

From a sketch perspective, the additional two feet (from 28' to 30') would minimize the lateral views of existing homeowners by approximately 6 degrees, and in my opinion, that would be unwelcoming to neighbors -- to block the beautiful scenery of Millcreek.

When my R1-8 neighborhood was originally organized in 1959, the owners of Park Terrace No. 4 established Building Restrictions and covenants for the residential lots, to protect the subdivision and allow neighbors to freely enjoy the view within the set building restrictions (SLCo Record, April 1, 1959, M. Kenneth White et. al.).

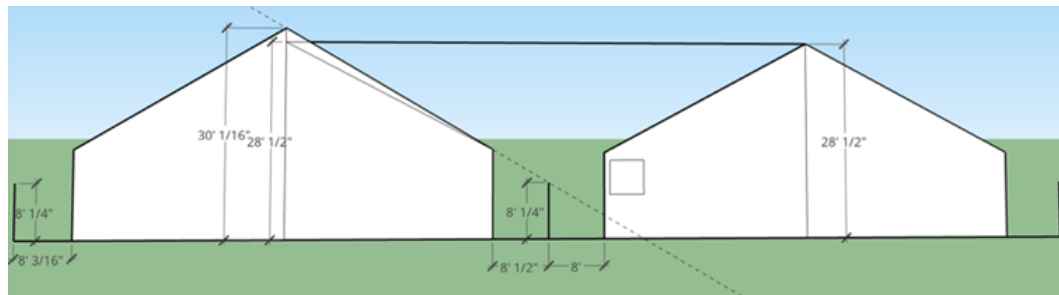
I would kindly ask that Millcreek City Planners and the Millcreek City Council keep the building height maximum for the R1-8 zone at 28'.

Thank you for your consideration.

Richard Williamson

MT. Olympus Community Council

3549 E Warr Rd



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**From:** david baird <[davidbaird70@yahoo.com](mailto:davidbaird70@yahoo.com)>

**Sent:** Monday, June 5, 2023 12:13 PM

**To:** John Knoblock <[johnhknoblock@yahoo.com](mailto:johnhknoblock@yahoo.com)>; Britt McPartland <[brittmcpartland66@gmail.com](mailto:brittmcpartland66@gmail.com)>; Kumar Shah <[shahk@comcast.net](mailto:shahk@comcast.net)>; JOLENE CROASMUN <[jolene.croasmun@gmail.com](mailto:jolene.croasmun@gmail.com)>; Brian Jorgensen <[bjorgens@hotmail.com](mailto:bjorgens@hotmail.com)>; Kate Johnson <[katejmocc@gmail.com](mailto:katejmocc@gmail.com)>; Chuck Pruitt <[charles.w.pruitt@comcast.net](mailto:charles.w.pruitt@comcast.net)>; Heather May <[heathermayslc@gmail.com](mailto:heathermayslc@gmail.com)>; Kyle Taft <[kstaft@comcast.net](mailto:kstaft@comcast.net)>; Naziol Scott <[naziol.scott+mocc@gmail.com](mailto:naziol.scott+mocc@gmail.com)>; R. Williamson

<[williamson\\_richard@hotmail.com](mailto:williamson_richard@hotmail.com)>; Cabot Jennings <[cabot.jennings@gmail.com](mailto:cabot.jennings@gmail.com)>; tom stephens <[tstephen@xmission.com](mailto:tstephen@xmission.com)>

Cc: Francis Lilly <[flilly@millcreek.us](mailto:flilly@millcreek.us)>; Jeff Silvestrini <[jsilvestrini@millcreek.us](mailto:jsilvestrini@millcreek.us)>; Bev Uipi <[buiipi@millcreek.us](mailto:buiipi@millcreek.us)>; Rita Lund <[rlund@millcreek.us](mailto:rlund@millcreek.us)>; Doug Owens <[dougowens.ut@gmail.com](mailto:dougowens.ut@gmail.com)>; [spitcher@le.utah.gov](mailto:spitcher@le.utah.gov) <[spitcher@le.utah.gov](mailto:spitcher@le.utah.gov)>

**Subject:** Tonight's MOCC agenda attached

Good afternoon everyone,

Tonight's MOCC agenda is attached for your review. We'll start at 6 pm. We'll be meeting outside near the main entrance doors on the north side since the school will be closed. Please bring a lawn chair. Thanks!



Jamie Walker

To: sowardsah@gmail.com; jeremiahkclark@gmail.com; chip.spencer.spencer@gmail.com; dan@1000kilometers.com; jrich046@gmail.com; emilywright485@gmail.com; eherschthal@gmail.com; kchambers@columbussees.org +5 others



Wed 6/7/2023 12:40 PM

Here is a copy of my notes for reference.

## RCOZ just my thoughts

Staff has been great to work with for the past few years as we have learned how to become our own city. I appreciate their hard work and long hours navigating codes and dealing with tough decisions. I won't pretend to have all the answers but in my 30 years of professionally designing homes here is what I've learned:

1. Humans like easy solutions. The R-COZ is not easy. Radius, angles and averages vs. setbacks and heights plus slipped lots equals a recipe for problems and confusion.
2. All examples in the presentation are shown with the home on flat lots, sloped lots don't stand a chance with the RCOZ. Past experience in the cove and even a home we designed on Hineycut struggled and had to be revised. Current examples on presentation are shown out of proportion and not to scale
3. R-1-3 to R-1-6 Changes are only on postage stamp lots which may not even be built on and represent a minority of build lots.
4. Why increase rear yards making it even more difficult to build on?
5. Who would ever do an uncovered front yard porch?
6. Why would "architectural features" not be allowed to have living space in them to maximize the use of the space? Bookshelves or closets or window seat.
7. Are flat roof/modern homes described in the proposal?
8. Offer same standard across the board on R-10 and R-15 and R-21 zones. This would be a good start. Or consider wall heights as the guide and not roof tops. This would allow for compliance for multiple styles of homes and not limit to flatter roofs. I which can be unattractive.
9. Consider eliminating RCOZ for all property west of I-215 or other.
10. The removal of option "c" makes the property on mile high drive non buildable according to this code. The owner would need a variance and those can be nearly impossible to get.
11. The city is modifying codes to allow taller city buildings but reducing the ability to construct a realistic buildable size home in our city turning it into a rental city like south salt lake.
12. I would propose that rental communities are typically more transient compared to home ownership which shows more commitment and owners have longevity.
13. District one and two compromise over 1/2 the city population. Shouldn't we have at least 50% of the say in how our city codes operate?
14. We need to ask ourselves if we want to be a city that invites others to move here permanently or if we want to put up a sign that says come to visit buy our services and rent for a while, just don't stay. Be careful of continuing to use the word "restrict." It's a perfect description of the RCOZ and it does restrict what property owners are allowed to do.

Thanks again for considering these thoughts and ideas.

Jamie



# CRCA R-1/RCOZ RECOMMENDATION

**From:** Canyon Rim Communications <canyonrimcommunications@gmail.com>

**Sent:** Wednesday, June 7, 2023, 8:38 PM

**To:** Francis Lilly <flilly@millcreek.us>

**Subject:** [Ext] Canyon Rim Citizens Association Recommendation

**Hi Francis,**

**Please accept this email as CRCA's approval for the proposed R-1 zoning change.**

**Matt Gardner moved to accept as presented**

**Noel Koons seconded**

**The proposal was accepted unanimously.**

**Let me know if you have any questions,**

**Matt Gardner**

**Secretary, CRCA**

**CRCA MEETING**

**JUNE 7, 2023**

**8 MEMBERS IN ATTENDANCE**

**THREE RESIDENTS ATTENDED**



June 1, 2023

To: Millcreek Planning and Zoning  
Millcreek Planning Commission

Subject Application: Ordinance Recommendations: ZT-23-008 R-1/RCOZ Code Update

Applicant: Millcreek City  
Robert May, Long Range Planning Manager

At the June 1st meeting of the East Mill Creek Community Council (EMCCC), the subject application was presented by Robert May, Long Range Planning Manager.

The application makes changes to Options A and B of RCOZ and possible changes to Option C. The proposed change to Option C would allow for a variance process.

The council had a discussion which included public feedback from residents attending the meeting.

1. The council recommends a review of current standards related to cantilevers and pop outs such as fireplaces and bay windows that may encroach into side yard setbacks. The current standards allow for 3' encroachment. A recommendation of keeping these items within the footprint is more desirable. Newer homes being built near existing homes with older standards may not always be compatible.

The application was open for discussion prior to a motion. Including the noted recommendation, the Council forwards a positive recommendation for proposed changes.

/s/

Lee Ann Hansen  
Vice Chair Land Use  
Cc: Francis Lilly



June 13, 2023

Millcreek City Planning Commission Members  
Robert May, Long Range Planner, Millcreek City  
Francis Lilly, Assistant City Manager, Millcreek City

**RE: consideration of ZT-23-008, proposed Millcreek code text amendments altering the R-1 zones and Residential Compatibility Overlay Zone (RCOZ)**

Dear Millcreek Planning Commission Members, Mr. May and Mr. Lilly,

As part of its June 5, 2023 agenda, the Mt. Olympus Community Council (MOCC) discussed the draft amendments to the R-1 and RCOZ city codes. We support staff's suggested amendments as we believe the modifications successfully consolidate all development and design elements into one location within the code. This streamlining of the ordinances will hopefully ensure property owners, architects and contractors will efficiently anticipate all requirements for the residential zones in this great city. We hope we would all like to avoid unexpected surprises, and we believe this consolidation helps everyone avoid this horrible outcome.

Parallel to the MOCC's support of the draft amendments, we also want to convey some concerns from a MOCC council member living in a R-1-8 zone that does not support raising the allowable building height from 28 to 30 feet. This council member believes this modification creates a negative impact on views from surrounding properties as a result of this increased 2 feet in height. Instead, new development should focus on ways to achieve desired heights by creating an offsetting lowering of the entry level of the home.

We endorse the draft Millcreek code text amendments and support each critical tenet of the previous RCOZ now being reflected in the updated R-1 zones as drafted. We would also like to thank staff for undertaking this effort of modifying one of the most complicated parts of the zoning code while still maintaining the character of our wonderful community.

Sincerely,

A handwritten signature in black ink, appearing to read "David Baird".

David Baird  
Chair, Mt. Olympus Community Council



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ZT-23-009

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## Planning Commission Staff Report

**Meeting Date:** 6/21/2023

**Applicant:** Millcreek

**Re:** Adoption of the Medium-Density Zone

**Zone:** Medium Density Zone

**Prepared By:** Carlos Estudillo, Brad Sanderson, Planners

**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. Your recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

## REQUEST AND SYNOPSIS

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The Planning and Zoning team is proud to present to the Millcreek Planning Commission the proposed draft of the updated Medium Density Zone Ordinance (R-2/R-4). In accordance with the provisions of Utah Code, before the City Council may adopt amendments to the zoning ordinance, any such amendment shall not be made or become effective unless the same shall have been proposed by or be first submitted for the recommendation of the Millcreek Planning Commission. The Planning Commission shall review the zoning text amendment request and a recommendation shall be made to the City Council to approve, disapprove or continue the application.

### What we are trying to achieve with the new Medium-Density Code

- Consolidate the contents of MKZ 19.32 (R-2) and MKZ 19.40 (R-4) into one ordinance named “Medium-Density zone.”
- Clear up resident confusion and eliminate application conflicts.
- Simplify and speed up building permit review times.
- Enhance clarity with better definitions and images.
- Incentivize development on smaller lots.
- Continue to preserve the character of our single-family neighborhoods.
- Encourage a variety of affordable medium-density housing options (duplex, triplex, fourplex.)

## GENERAL PLAN CONSIDERATIONS

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The Millcreek General Plan lays out goals and strategies that pertain to the proposed ordinance. These goals and strategies are listed below, each with a summary describing how it achieves the goals set out in the General Plan for this area.

**Goal N-1: Preserve and enhance the physical elements of each neighborhood’s character.**

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

- **Height is regulated by zone – zones with bigger minimum lot sizes allow taller heights.**
- **Bulk and height transitions regulated by envelope. The new code proposes a new 90- degree building envelope in the entire of the R-2 and R-4 zones.**

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

Strategy 1.5: Promote the maintenance and improvement of the existing housing stock and allow for remodeling, expansion, and additions as appropriate in the area to accommodate the changing sizes and varieties of household types.

- **A 90-degree (box) building envelope for R-2 lots and R-4 lots recognizes that narrow lots have additional constraints. Some of these neighborhoods could benefit from additional homeowner investment in the form of 2<sup>nd</sup> floor additions.**

## PROPOSED MEDIUM-DENSITY ZONE CODE AMENDMENTS

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Staff views the proposed code update as “adapting” rather than “changing”. The proposed code is a reflection based on what we are hearing from residents and observing development trends over the years. Understanding that there is not a “one size fits all” set of standards, we are proposing some alternative development standards for the small irregular shaped lots that have struggled to develop under the old code. We are trying to add flexibility where it counts, while embracing and preserving the design characteristics that make Millcreek’s neighborhoods some of the most desirable neighborhoods in the valley.

### **What will stay the same**

- Minimum lot areas will remain the same.
- Minimum lot width will remain the same.
- Front and side yard setbacks will remain the same.
- Underlying zones will not change, only the ordinance name and content will change as staff is proposing a consolidation of ordinances 19.32 (R-2) and 19.40 (R-4).

**Table 19.XX.XX.X Setback and Lot Size Minimums for Medium Density Residential Zoning Districts**

Zone	Min. lot area (A)	Min. lot width (B)	Min Front Setback (C)	Min. Side Setback (D)	Min Rear Setback (E)	Maximum Building Height
<b>R-2-6.5</b>	6,500 square feet 8,000 sq ft for any other main building	60' measured at 25' from the front lot line	25'	8' interior 20' corner	20' *	30' ** †
<b>R-2-8</b>	8,000 square feet 8,000 sq ft for any other main building	65' measured at 30' from the front lot line	30'	8' interior 20' corner	20' *	30' ** †
<b>R-2-10</b>	10,000 square feet 10,000 sq ft for any other main building	65' measured at 30' from the front lot line	30'	8' interior 20' corner	20' *	30' ** †
<b>R-4-8.5</b>	8,500 square feet 8,000 sq ft for any other main building	60' measured at 25' from the front lot line	25'	8' interior 20' corner	30'	30' ** †

- Items highlighted in yellow are proposed to change from the old ordinances. (See summary below)

### What will change

- There no longer be any design standards, except standards that impact site design (spatial requirements). State Legislature has prohibited communities from establishing building design standards for two-unit and four-unit dwellings.
- Staff recommends increasing the rear yard setback from 15 feet to 20 feet.
- A box envelope at the building setback line for the medium-density zone. These changes are intended to allow existing homes on these smaller lots the option to add a second story.
- Building height is proposed to increase from 28 feet to 30 feet in the medium-density zone.
- A few uses were eliminated such as airports, golf courses, commercial daycares, pigeons, and sportsmen kennels.
- New graphics have been provided to show the building envelope options and allowances.
- All the spatial requirements are in tables and diagrams.
- Creation of the R-4 legacy zone. While it will continue to exist, staff will stop taking in applications to rezone any properties into the R-4 zone.
- Most uses were amended from conditional uses to permitted uses. Some uses, such as public vs quasi-public were clarified. Some other uses were eliminated (see uses table)



Table 19.02.3.1 Permitted and Conditional Uses in Medium Density Residential (R-2/4) Zones					
<i>P = Permitted Use</i>		<i>C = Conditional Use Review</i>			<i>Blank means prohibited</i>
<i>Land use</i>	<i>R-2-6.5</i>	<i>R-2-8</i>	<i>R-2-10</i>	<i>R-4-8.5</i>	<i>Limitations/References</i>
<i>Residential Uses</i>					
Single household detached dwellings	P	P	P	P	
Two household dwelling	P	P	P	P	
Three and Four household dwelling				P	
Residential Facility For Elderly Persons or person with a Disability	P	P	P	P	Up to four occupants allowed without a request for a reasonable accommodation
Short-term rentals	P	P	P	P	Requires a valid Millcreek business license
<i>Civic and Institutional Uses</i>					
Public Use	P	P	P	P	
Quasi-Public Use	P	P	P	P	
Religious Assembly	P	P	P	P	
<i>Commercial Uses</i>					
Agriculture	P	P	P	P	
<i>Miscellaneous Uses</i>					
Temporary uses and buildings / structures	P	P	P	P	See Temporary Use section xxx
Accessory uses and buildings / structures	P	P	P	P	See Accessory Use / structure section xxx

○

## COMMUNITY COUNCIL RECOMMENDATIONS

1. **Millcreek Community Council.** The Millcreek Community Council met on 06/06/2023. They voted 3 in favor to 6 opposed for the adoption of Title 19 updates to the Medium-Density zones. The Millcreek Community Council did not recommend anything specific to the Medium-Density zone in their motion; Although, many comments against the proposed allowing a box building envelope were part of the discussion during community council meeting.
2. **Canyon Rim Citizens Association.** The Canyon Rim Citizens Association met on 06/07/2023. They voted unanimously in favor of the adoption of the Medium Density Zone.
3. **East Mill Creek Community Council.** The East Mill Creek Community Council met on 06/01/2023. They voted unanimously in favor of the adoption of the Medium Density Zone with a condition to evaluate the possibility of adopting a 60-degree building envelope, rather than the proposed Box building envelope.

4. **Mount Olympus Community Council.** The Mount Olympus Community Council met on 06/05/2023. They unanimously voted in favor of the adoption of the Medium Density Zone with a condition to research the potential effects of making Commercial Daycare/Preschool a prohibited use in the Medium Density Zone.

## **PLANNING STAFF FINDINGS & CONCLUSIONS**

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1. The new “Medium-Density Zone” will consolidate the contents of MKZ 19.32 (R-2) and MKZ 19.40 (R-4), containing the requirements of the R-2-6.5, R-2-8, R-2-10 and R-4-8.5 zones, into a single ordinance.
2. Minimum lot areas will remain the same.
3. Minimum lot width will remain the same.
4. Front and side yard setbacks will remain the same.
5. There no longer be any design standards, except standards that impact site design (spatial requirements). State Legislature has prohibited communities from establishing building design standards for two-unit and four-unit dwellings.
6. Most uses were amended from conditional uses to permitted uses. Some uses, such as public vs quasi-public were clarified. Some other uses were eliminated (see uses table)
7. Staff recommends increasing the rear yard setback from 15 feet to 20 feet.
8. A box envelope at the building setback line for the medium-density zone. These changes are intended to allow existing homes on these smaller lots the option to add a second story.
9. Building height is proposed to increase from 28 feet to 30 feet in the medium-density zone.
10. A few uses were eliminated such as airports, golf courses, commercial daycares, pigeons, and sportsmen kennels.
11. New graphics have been provided to show the building envelope options and allowances.
12. All the spatial requirements are in tables and diagrams.
13. Creation of the R-4 legacy zone. While it will continue to exist, staff will stop taking in applications to rezone any properties into the R-4 zone.
14. Text Amendments and Ordinance approvals are legislative items, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Council(s) and the Millcreek Planning Commission.

## **MODEL MOTION**

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I move to recommend the adoption of an ordinance amending Title 19 updating definitions, amending, and consolidating the R-2-6.5, R-2-8, R-2-10, R-4-8.5 into a new Medium-Density Residential (R-2/4) Zone, based on the finding and conclusions as presented by staff.

## **SUPPORTING DOCUMENTS**

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1. URL: [Medium-Density Zone Draft Proposal](#)
2. URL: [General Plan](#)
3. Proposed Ordinance Amendments



**Minutes of the  
Millcreek Planning Commission  
July 19, 2023  
5:00 p.m.  
Regular Meeting**

The Planning Commission of Millcreek, Utah, met in a regular public meeting on Wednesday, July 19, 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:**

**Commissioners**

Shawn LaMar, Chair  
Victoria Reid, Vice Chair  
Steven Anderson  
David Hulsberg (absent)  
Christian Larsen  
Nils Per Lofgren  
Diane Soule  
Dwayne Vance  
Ian Wright

**City Staff**

Elyse Sullivan, City Recorder  
John Brems, City Attorney  
Francis Lilly, Planning & Zoning Director  
Robert May, Long Range Planning Manager  
Brad Sanderson, Current Planning Manager  
Carlos Estudillo, Planner  
Sean Murray, Planner  
Jake Green, Planning Engineer

**Attendees:** Matt Strong, Jamie Walker, Steve Moore

**REGULAR MEETING – 5:00 p.m.**

**TIME COMMENCED – 5:02 p.m.**

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

**1. Commission Business**

**1.1 Oaths of Office – Victoria Reid, Dwayne Vance, Steve Anderson, & Diane Soule**

Elyse Sullivan administered the oath of office to the new commissioners.

**2. Public Hearings**

**2.1 Consideration of CU-22-013, Request for a Conditional Use Permit for a Mixed-Use Development Including 20 Townhomes and Live/Work Units in the C-2 Zone Location: 4372 S. 900 E. Applicant: Jarod Hall Planner: Carlos Estudillo**

Carlos Estudillo said the proposed 20-unit mixed-use complex would be composed of townhomes with two different models (units) differing in rooms and overall space, as well as 1,500 square feet of commercial frontage adjacent to 900 East. The vicinity is composed primarily of commercial properties to the north and south of the property, as well as residential multi-family and medium-density residential across the street. In December 2022, the Planning Commission granted a preliminary approval for a 31-unit mixed-use

development on 4346-4350 S 900 E. The property on 4356-4358 S 900 E is working on a development of similar nature. The future project would consist of 16 townhome units that would measure to be approximately 32 feet in height, below the maximum required height in the C-2 zone (35 feet). The project would include four live/work units, composing 1,500 square feet of office space. The proposed project's building footprint would be approximately 32% of the lot, below the maximum required lot coverage of 70% of total lot size. The proposed open space area would be approximately 22% of the lot, above the maximum required open space area of 20% of the total lot size. A 26-foot private lane would be used for resident access, with a firetruck turnaround located at the north end of the property. Seven (7) guest parking stalls would be provided, meeting the required 6.6 stalls, which would be located near the south property line, as well as in between buildings 2 and 4. Four (4) stalls would be provided to serve the 1,500 square foot office space, included in the live/work units, meeting the required 1 stall per 400 square feet of office space. All architectural requirements have been met, including frontage requirements.

Estudillo presented tables of site coverages, parking, property size, and zoning analysis. He presented the proposed site plan, building renderings, elevations, floor plans, and landscaping plan. There would be two types of units with the same bedroom count, but size would differ to accommodate the work units. He summarized his findings and conclusions for the proposal, which included the following:

- The Developer is proposing a mixed-use residential development, including sixteen (16) standalone units located in the interior of the lot. Additionally, the complex will include four (4) live/work units that will be facing 900 E.
- The development will include 1,500 square feet of commercial space, dedicated to live/work units with a ten (10) footstep back.
- The developer is proposing to subdivide and record each unit for future owner occupancy.
- The proposed Quincy Townhomes development is expected to generate 224 vehicle trips per day with 33 trips during the AM peak hour and 33 trips during the PM peak hour. The proposed development is anticipated to have little to no impact on the traffic conditions in the area and no mitigation improvements are recommended.
- The site circulation was reviewed, and the site plan design includes an egress throat length of 50 feet, which is anticipated to provide sufficient storage for the proposed development. The anticipated parking demand is 33 parking stalls, and the current plan includes an excess of parking stalls (55) to provide sufficient parking for the site.
- As the four parallel parking stalls on 900 East fall within the clear sight triangle for the egress of the development, we recommend removing these parallel parking stalls, installing no parking signs, and painting red curb along the frontage of this development on 900 East to keep this area clear for drivers to be able to safely exit from this property.
- A shared-easement agreement has been signed by the current owners of 4372 S 900 E and the property directly north, located at 4356-4358 S 900 E, to provide access for future development in the latter-mentioned lot.
- Staff has found that the proposed conditional use can meet the requirements of Title 19 Regulations, such as 19.60 (Commercial Zones), 19.77 (Landscape Standards), and 19.84 (Conditional Uses).



Estudillo said the Millcreek Community Council did not meet in July, so they provided an approval recommendation letter. He noted that there was also a neighborhood meeting held. He recommended the commission grant preliminary conditional use approval of the application as presented.

Commissioner Vance asked about the front yard setback being 15 feet when the code dictated 20 feet. Estudillo said the developer was allowed a reduced setback per code due to enhanced features, like a stepback and landscaping. Commissioner Vance asked about 55 parking stalls including the 4 stalls on 900 E. Estudillo said the street parking was not included in the total. Commissioner Vance asked about the easement agreement for the hammerhead turnaround. Estudillo requested the applicant answer that question. Commissioner Soule pointed out that there was off street parking currently on 900 E. and asked why this section would be painted red. Estudillo said it was based on the traffic engineer's recommendation. Commissioner Larsen said the R-1-5 neighborhood to the west of the property was identified as sensitive land. Francis Lilly said it was due to liquefaction. Commissioner Larsen asked what barrier would be on the west property line. Estudillo said code required certain fencing, he thought the neighboring property at 4356 S. was doing a concrete wall on the western side, so he would request something consistent with that. Lilly said the new landscaping code (2023) required a buffer type A with trees, ornamental shrubs, and a combination of shrubs and fencing. Estudillo noted the application was filed under the old landscaping code (2022). Chair LaMar said the site plan presented 51 parking stalls, not 54. He asked about shared parking since the development was 3 stalls short. Estudillo would work with the applicant on that.

Jarod Hall, architect and applicant, said 900 E. was a UDOT road that was being redesigned and rebuilt and there would be no parking on 900 E. when it was completed. Lilly pointed out 900 E. was a city road.

Jake Green, Planning Engineer, said the ASHTO sight triangles were determined by the speeds of the road, the width of the road, the type of road, and the height of obstacles cars could not see over. He said the recommendation was made that cars could not park in the sight triangle because of the traffic study. He noted cars could park on the public road except in the red painted curb but counting the stalls as part of the project was not recommended.

Hall said the cross property access was only at the entry, not the hammerhead turnaround, which was for emergency response. Chair LaMar asked about the irrigation schedule. Hall did not know the details of the landscaping plan. Estudillo said the new landscape ordinance had hydrozones which dictated species and watering, but the old code did not, and that requirement may not be enforceable. He asked the commission to consider a condition of approval on waterwise landscaping.

Jamie Walker, Millcreek Community Council, said the letter reflected the council's opinion.

*Chair LaMar opened the public hearing.*

There were no comments.

*Chair LaMar closed the public hearing.*

Chair LaMar asked about the parking ratios. Estudillo said it was 0.25 per unit for guest parking and 400 square feet for commercial space. Chair LaMar said 13 parking stalls were needed and there were 10 on the proposed site plan. Lilly said required guest parking could not be in a garage and it was not appropriately accounted for in this analysis. Chair LaMar expressed opposition to a sod park strip. Commissioner Reid wondered about the commission suggesting conditions that did not mitigate detrimental effects. Brems said only mitigating detrimental effects could be conditioned. Commissioner Reid felt enhancing the western barrier could be a detrimental effect to mitigate. She would like the fence to be compatible with the neighboring developing lot. Brad Sanderson recommended the applicant reapply under the new code since the parking did not meet the old code or that staff work with them on the site plan before bringing it back to the commission for approval. Lilly said parking may be reduced through shared parking or through the developments' proximity to transit. Commissioner Reid reiterated the need for discussion on landscaping be included when revisiting the site plan. Hall said the developers would review the parking and felt a continuance was the best course of action.

**Commissioner Larsen, regarding CU-22-013, moved to continue to the next Planning Commission meeting. Commissioner Lofgren seconded. Chair LaMar called for the vote. Chair LaMar voted yes, Commissioner Reid voted yes, Commissioner Anderson voted yes, Commissioner Larsen voted yes, Commissioner Lofgren voted yes, Commissioner Soule voted yes, Commissioner Vance voted yes, and Commissioner Wright voted yes. The motion passed unanimously.**

## **2.2 Consideration of ZT-23-008, Proposed Millcreek Code Text Amendments Altering the R-1 Zones and Residential Compatibility Overlay Zone (RCOZ) Planning Staff**

Brad Sanderson said there were two applications and file numbers, but he would make one presentation for items 2.2 and 2.3. He said the primary focus with R-1 and RCOZ was to integrate R-1 and RCOZ zoning standards into a single user-friendly code and make smaller lots more attractive to homeowners by adding development alternatives while preserving the character of single-family neighborhoods. The primary focus for the R-2 and R-4 zones was to make the R-4 Zone a "Legacy Zone" and consolidate and create better standards and opportunities for medium density ("missing middle") housing in Millcreek. He explained that the R-1 zones were based on lot square footage. RCOZ was adopted in 2009 as an overlay zone covering the majority of residential zones in Millcreek. It was meant to balance neighborhood compatibility for those who wished to expand, develop, improve, or otherwise make exterior modifications to single family dwellings. The zone further restricted residential development in terms of height, setbacks, lot coverage, and massing. He showed a map to the commission highlighting the locations of the R-1-8, R-1-10, R-1-15, and R-1-21 zones.

Sanderson said the code currently required a 45 degree building envelope 8 feet above the original ground surface as measured at the property line, and it would remain in the R-1-8, R-1-10, R-1-15, and R-1-21 zones. The proposed code would allow for a 60 degree building envelope 12 feet above the original ground surface as measured at the property line in the R-1-6 zone, R-2 zones, and R-4 zones. Existing exceptions for gables and dormers would remain with added definitions for these terms. The proposed code would allow for a box envelope 30 feet above the original ground surface at a 90 degree angle at the building setback line for the R-1-3, R-1-4, and R-1-5 zones.

Sanderson reviewed the commission's discussion from the June 21, 2023 commission meeting when these applications were discussed. The discussion was to integrate the RCOZ standards with R-1 Zones as presented with the following additions/changes: 1) allow covered porches to encroach into the front yard setback - up to 10 feet; 2) increase the maximum building height from 28 feet to 32 feet; and 3) have staff propose additional criteria for the proposed 20 foot rear yard setback based on slope. The discussion to harmonize the medium density (R-2 and R-4) standards with low density single family (R-1's) standards, where applicable, had the same three recommendations as the R-1 zones with the addition to incorporate the 60 degree building height envelope, with a 12-foot beginning height off the original ground surface, as measured at property lines. Staff additionally recommended to the commission for all zones to:

- change "Civic and Institutional" uses back from a "Conditional Use" to a "Permitted Use" (applies to both R-1 and R-2/R-4 Zones)
- that "Commercial Agricultural" uses be prohibited (applies to both R-1 & R-2/R-4 Zones)
- add a twenty-foot side and rear yard setback for civic and institutional uses when abutting residential uses (applies to both R-1 and R-2/R-4 Zones)
- add a zero setback between attached units (applies to medium density zone only)
- add additional "Setback Projections" into yard areas (applies to both R-1 and R-2/R-4 Zones)
- and integrate R-4 Zone with the RM Zone (still as a legacy zone)

He asked the commission to consider the following:

- The RM already allows for three- and four-unit dwellings
- Three- and four-unit dwellings/buildings can often look and operate differently than a typical duplex or twin home.
- The current proposal is to incorporate design criteria from the RM Zone into the medium density zones, however, many of these design standards cannot be applied to one- and two-unit dwellings, which presents a challenge.
- A recommendation to implement 60-degree building envelope vs. standard "box" type envelope.

Sanderson showed the commission and reviewed the proposed revised code changes. Robert May said there had been a lot of discussion about the heights in the R-1-8 zone. Staff recommended that dwellings on lots located in the R-1-8 zone that have been determined by staff to be a legal lot of record and are nonconforming due to minimum lot width and minimum lot area could qualify to use the 60 degree building envelope angle and 12 foot building envelope wall height. Chair LaMar asked for definitions of a nonconforming lot. May said any lot or parcel that does not meet the current zoning requirements and standards. The difference is a nonconforming due to lot width or area, which would need the relief. Commissioner Reid asked if the building itself could be nonconforming. May said that would be a noncompliant structure. Commissioner Reid wondered how many lots in the city met that definition. May said it was hard to measure all the properties in the city, he anticipated not many. Commissioner Larsen recommended the height limit be a 32 foot maximum for all the proposed zones and not 30 feet in the R-1-3, R-1-4, R-1-5, and R-1-6 zones.



Sanderson showed the commission the proposed language for porches and other features encroaching in the front yard setback. Chair LaMar asked about porches being less than 2 feet in height above grade. Sanderson said that would be considered a patio, not a porch, and it could be allowed to the property line. Commissioner Soule noted the language between 2. Setback Projections (d) and (e) were inconsistent. Lilly recommended “uncovered” be used for decks, patios, etc. under sub (d). Commissioner Reid asked about the term “handrail” meaning a railing around the porch. Sanderson confirmed, he said there was a minimum height required by the building code.

Chair LaMar asked about sloping lots’ rear yard setbacks and building envelopes. Sanderson said the building envelope would follow the topography. May said the neighborhood compatibility component would provide relief for sloping lots. Commissioner Reid noted the commission had previously recommended a 15 foot rear yard setback in all zones and a 20 foot setback on sloping properties. The commission discussed rear yard setbacks. The proposed code said, “If the average slope of the original ground surface, as measured from the rear property line to the front property line, is more than 20 percent, then the rear setback shall be increased one additional foot for every one percent of slope in excess of 20 percent.” Commissioner Reid did not feel a rear yard setback needed to be greater than 20 feet based on the slope degree. Lilly said the intent was to have a maximum setback of 20-25 feet. If there was a building envelope relief of a 60 degree envelope from a 45 degree envelope, then it might be appropriate to make a wider rear yard setback for steep lots. It is, from his experience, the rear yard setbacks on hills that cause neighborhood frustration.

Commissioner Soule asked if the roof had to be within the building envelope. Sanderson said the code allowed for projections from the envelope, but there was a formula to help calculate it. Chair LaMar wondered if there was a maximum projection limit. Sanderson said yes and highlighted that section of the code. He proceeded to review the proposed code found in the staff report. He showed the commission pictures of types of front porches or projections that would be allowed to encroach on the front yard setback.

Jamie Walker, Millcreek Community Council, said the council recommended approval and made recommendations on the applications in a letter, which included a 32 foot height increase across all zones and having a 60 degree slope in the R-1 zones west of I-215.

*Chair LaMar opened the public hearing for items 2.1 and 2.2.*

Jamie Walker, resident at 4620 S., said most cities around the state had easy plan reviews, quicker build/remodel times, and had homeowner/buyer interest in staying or moving to those cities because of it. He said in Millcreek, Salt Lake County, Summit County, and Holladay, there were difficult plan reviews with slower build/remodel times that caused frustration with homeowners and staff. Homeowners are required to measure and average neighbor setbacks and roof heights, calculate lot coverage of neighbors and then compare to their own, and staff has to verify that information. He pointed out that all properties were not equal, particularly with sloped lots, corner lots, narrow lots, and large lots. He showed pictures of properties to illustrate his points. He proposed the following solutions:

- Allow max height to be 30’-32’ in all R- zones (review the percentage of these lots in Millcreek and see how it helps in more areas)

- Only count max height from front yards and eliminate envelopes and rear yard envelopes (helps especially on sloped lots or eliminate on lots with 5% slope or more)
- Standardize side yard setbacks: 8', 10', 12' depending on zone
- Standardize front yard setbacks: 20', 25', 30' depending on zone
- Standardize rear yard setbacks: 15', 20', 25', 30' depending on zone
- Eliminate lot coverage requirements in R zones where homeowners ask for less than...square footage additions.

Walker felt the city was making progress in the right direction with the proposed code. He said 30 inches was the patio height in which a railing was required per building code. He pointed out roof overhangs should be considered. He said a lot of people liked the prairie style on homes that have 3-4 foot overhangs. He offered to take the commission on a tour of the city to illustrate these points.

Steve Moore, Jepson Avenue, was in the process of applying for demolition and complete rebuild on an R-1-6 zoned lot. He said the front porch encroachment could increase the property value. He said the space under the porch would have to be cold storage. He appreciated the greater height recommendation.

*Chair LaMar closed the public hearing.*

Commissioner Vance appreciated the harmonization between the R-1 and R-2 zones. He would like the 32 foot maximum height in all zones. He liked the R-1-8 proposal of a 60 degree building envelope for the nonconforming lots. He liked the front porch encroachment and 2 foot height. If the covered unenclosed front porch balcony fit within the envelope, he was okay with it. He asked about restrictions for having cold storage underneath the front porch. Sanderson said the setback only applied to above ground structures. Commissioner Vance would like a maximum lot coverage. Commissioner Larsen agreed with Commissioner Vance's comments. He said the 60 degree envelope in the R-1-8 zones was to encourage greater compatibility when next to lower neighboring zones. He wanted to increase the maximum height to 32 feet in all R-1 zones.

Lilly asked about the box envelope in the R-1-3, 4, and 5 zones with encroaching porches. He said zones with envelopes starting at the building line, not the property line, for the encroaching front porches would need to be revisited. Commissioner Vance suggested a limit on one covered balcony. Lilly wanted consistency across the zones. Commissioner Lofgren wanted to encourage covered porches and cap the sloped rear yard setback. Commissioner Soule asked about the future buildability of covered front porches turning into balconies. Lilly said that was a building code problem, not a zoning problem. Sanderson recommended limiting encroaching covered front porches to two stories. Commissioner Anderson asked about the garage setback with the encroached front yard setback. Sanderson said there was a requirement regardless of an encroachment.

Commissioner Reid did not like the 60 degree envelope for the R-1-8 zone but the alternative for nonconforming lots was okay. She wondered about a simpler solution for rear yard setbacks for sloping lots. She asked if there should be overhang exceptions for house styles. Sanderson reiterated the proposed code on eaves. Lilly said the term "overhang" could also



be used. Commissioner Wright agreed with the maximum lot coverage limit. Chair LaMar felt the rear yard setback with slopes having a cap of 25 feet was appropriate. He appreciated Jamie Walker's comments. He reviewed the commission's discussion of the box envelope for zones R-1-3 through R-1-5, the R-1-6 with a 60 degree slope, and the R-1-8 with a 45 degree slope except for nonconforming lots due to lot area and width.

**R-1 MOTION**

**Chair LaMar, considering ZT-23-008, Proposed Millcreek Code Text Amendments Altering the R-1 Zones and Residential Compatibility Overlay Zone, moved to recommend to the city council to approve the draft as presented by staff with clarification on allowing a 32 foot height in all R-1 zones, with the presented building envelopes R-1-3 through R-1-5 as a box from the setback line, R-1-6 from the property line with a 12 foot height and 60 degree slope, R-1-8 with an 8 foot height and 45 degree slope with the exception of nonconforming due to lot area and width would change from a 45 degree to 60 degree pitch; on balconies, decks, porches, etc. in the front yard, rely on staff to craft language for second floors for clarification; a 15 foot rear yard setback with the addition to allow for additional setback of 1 foot per 1 percent slope over 20 percent slopes up to a certain cap of 25 feet. Commissioner Larsen seconded. Chair LaMar called for the vote. Chair LaMar voted yes, Commissioner Reid voted yes, Commissioner Anderson voted yes, Commissioner Larsen voted yes, Commissioner Lofgren voted yes, Commissioner Soule voted yes, Commissioner Vance voted yes, and Commissioner Wright voted yes. The motion passed unanimously.**

### **2.3 Consideration of ZT-23-009, Proposed Millcreek Code Text Amendment Altering the R-2 and R-4 Zones Planning Staff**

**R-2 MOTION**

**Commissioner Soule moved that all of the things discussed in ZT-23-008 be applied to ZT-23-009 and move the R-4 into the RM zone, as a recommendation to the city council. Commissioner Wright seconded. Chair LaMar called for the vote. Chair LaMar voted yes, Commissioner Reid voted yes, Commissioner Anderson voted yes, Commissioner Larsen voted yes, Commissioner Lofgren voted yes, Commissioner Soule voted yes, Commissioner Vance voted yes, and Commissioner Wright voted yes. The motion passed unanimously.**

Lilly thanked the planning staff, particularly Robert May and Brad Sanderson, for their work on the code amendments.

The commission took a break from 7:34-7:47pm.

## **1. Commission Business Continued**

### **1.2 Approval of June 21, 2023 Regular Meeting Minutes**

**Commissioner Reid moved to approve the June 21<sup>st</sup> planning commission meeting minutes. Commissioner Larsen seconded. Chair LaMar called for the vote. Chair LaMar voted yes, Commissioner Reid voted yes, Commissioner Anderson abstained, Commissioner Larsen voted yes, Commissioner Lofgren abstained, Commissioner Soule abstained, Commissioner Vance voted yes, and Commissioner Wright abstained. The motion passed.**

### **1.3 Updates from the Planning and Zoning Director**

Lilly said there would be joint meetings with the city council on July 25<sup>th</sup> and August 16<sup>th</sup>. He reported the city would soon be selecting a consultant to help work on the trail masterplan. The Historic Preservation Commission commissioned a reconnaissance survey for the Mountair Acres neighborhood, and it was presented during their last meeting.

Commissioners Soule and Anderson introduced themselves to the commission.

#### **1.4 Discussion on Village Center Districts**

Lilly asked the commission how to approach unique development proposals. He said exceptions to standards should be treated as rezones and not through a conditional use or administrative process. There was an idea to create an incentive based planned district zone, or village center district zone. There was previously a concern about guardrails around that type of proposal. A special district zone with appropriate limits might give the city the ability to review that through a public process. The process would be a neighborhood meeting, joint planning commission/city council meeting, development review meeting, community council meeting, planning commission meeting, and city council meeting. There would be an advantage in five opportunities for public comment. If the city limits the special district zoning to village centers, the city might miss out on creative opportunities for infill development.

Chair LaMar asked about the size of the village district center zone. Lilly said a district could be large or done in phases and did not have to be limited to village centers. He relayed a zone example that was used in Draper. He said this would not be an overlay zone, but its own zone. Chair LaMar asked what the advantage would be. Lilly said there was guidance in the General Plan about what each village center should be and include. There were also issues with state billboard rights where a blanket commercial zone along arterials would not be a good idea. Under state law, a nonconforming billboard can be relocated into any commercial/manufacturing zone within 1 mile of the original location, and if it is along an interstate highway, it can be digitized. Rezoning the property west of Wasatch Boulevard to commercial would not be wise. He wanted to activate the types of spaces addressed in the General Plan.

Chair LaMar asked if there would be different village district zones. Lilly said yes, that would help create the distinction between the centers. Lilly noted that development agreements expired, and zones lasted forever. Brems said there was a rule against perpetuities in development agreements. Commissioner Anderson said zones could be established through development agreements with conditions on billboards. Lilly said that it could be limited with the sale or lease to a third party entity that constructs a sign. He felt coming at the issue from multiple directions would be beneficial. Chair LaMar said the number of signs allowed on the site could be limited.

Commissioner Reid asked how to make a city walkable with standards, make it more community-oriented and not economic-oriented. Lilly said a special district zone was appropriate when a developer approached the city with an idea that did not meet the current zone standards, it would give the city an opportunity to explore tradeoffs. Commissioner Soule said she loved small districts that maintained neighborhood feel. Lilly said this could apply to that, an industrial development on the west side, a development that supported housing goals, or any other goal the General Plan identified.



### 3. Calendar of Upcoming Meetings

- City Council Mtg. 7/25/23, 7:00 p.m.
- Millcreek Community Council Mtg., 8/1/23, 6:30 p.m.
- Canyon Rim Citizens Association Mtg., 8/2/23, 7:00 p.m.
- East Mill Creek Community Council Mtg., 8/5/23, 6:30 p.m.
- Mt. Olympus Community Council Mtg., 8/7/23, 6:00 p.m.
- Historic Preservation Commission Mtg., 8/10/23, 6:00 p.m.
- City Council Mtg. 8/14/23 7:00 p.m.
- Planning Commission Mtg., 8/16/23, 5:00 p.m.

**ADJOURNED:** Commissioner Reid moved to adjourn the meeting at 8:12 p.m. Commissioner Larsen seconded. Chair LaMar called for the vote. Chair LaMar voted yes, Commissioner Reid voted yes, Commissioner Anderson voted yes, Commissioner Larsen voted yes, Commissioner Lofgren voted yes, Commissioner Soule voted yes, Commissioner Vance voted yes, and Commissioner Wright voted yes. The motion passed unanimously.

APPROVED: Shawn LaMar Date 8/16/2023  
 Shawn LaMar, Chair

Attest: Elyse Sullivan  
 Elyse Sullivan, City Recorder

**MILLCREEK, UTAH**  
**ORDINANCE NO. 23-41**

**AN ORDINANCE AMENDING THE 2023-24 FISCAL YEAR BUDGET**

**WHEREAS**, the Millcreek Council (the “*Council*”) met in regular session on November 13, 2023, to consider, among other things, amending the budget for the 2023-24 fiscal year; and

**WHEREAS**, the City Administration has presented a proposed amendment to the 2023-24 fiscal year budget (see attached Exhibit “A” identified as FY 2023-24 Budget Amendment #1); and

**WHEREAS**, on October 24, 2023, notice of a public hearing to consider the recommended amendment to the 2023-24 budget was published on the Utah Public Notice website and the Millcreek website; and

**WHEREAS**, on November 13, 2023, a public hearing to receive public comment to consider the amendments to the 2023-24 fiscal year budget was held at the Millcreek City Hall located at 1330 E Chambers Avenue, Millcreek, Utah; and

**WHEREAS**, all interested persons in attendance at the public hearing were given an opportunity to be heard, for or against, amending the budget for the 2023-24 fiscal year; and

**WHEREAS**, it is the intent and desire of the city to comply with all applicable State and local laws regarding the adoption of and the amendment to the 2023-24 fiscal year budget; and

**WHEREAS**, the Council finds that it has satisfied all legal requirements required to amend a budget.

**NOW, THEREFORE, BE IT ORDAINED** by the Council that the budget for the 2023-24 fiscal year is hereby amended as set forth in the attached Exhibit “A” identified as FY 2023-24 Budget Amendment #1. This ordinance shall take effect upon passage and posting as required by law.

**PASSED AND APPROVED** this 13<sup>th</sup> day of November 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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:  
ORDINANCE 23-41: AN ORDINANCE AMENDING THE 2023-24 FISCAL YEAR  
BUDGET was adopted on the 13th day of November 2023 and that a copy of the foregoing  
Ordinance 23-41 was posted in accordance with Utah Code 10-3-711 this \_\_\_\_ day of November  
2023.


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Elyse Sullivan, City Recorder



# Memo

**To:** Mayor & Council

**From:** Laurie Johnson – HR/Finance Coordinator 

**cc:** Mike Winder- City Manager

**Date:** November 8, 2023

**Re:** FY 2023-24 Budget – Amendment #1 & 1<sup>st</sup> Quarterly Report

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Attached you will find the first budget amendment for FY 2023-24. This budget amendment is to recognize \$1,725,924 of additional revenue and expenses in the General Fund; to bring forward CIP fund balance funds in the amount of \$34,250,000; and to recognize the Land & Water Conservation grant in the amount of \$2,500,000.

The presentation at Monday's council meeting will also serve as the presentation of the 1<sup>st</sup> Quarterly report, since the attached document includes all information for the first three months of this fiscal year.

Thank you,

MILLCREEK FY 2023-24 GENERAL FUND REVENUE BUDGET											
100 GENERAL FUND	3100 TAXES	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Received Jul	Received Aug	Received Sep	Total Received 1st Quarter	Received Oct	Total Received	% Received
3100 TAXES	3110 Property Tax	11,820,595	11,820,595	-	-	113,131	135,864	248,995	158,291	407,286	3.45%
	3120 Sales & Use Tax	13,750,000	13,750,000	-	-	-	1,140,391	1,140,391	1,234,652	2,375,043	17.27%
	3125 Mass Transit & Highway Taxes	1,300,000	1,300,000	-	-	-	100,326	100,326	107,579	207,905	15.99%
	3130 Franchise Tax	550,000	550,000	-	-	-	-	-	-	-	0.00%
	3132 Energy Sales & Use Tax	2,300,000	2,300,000	-	-	244,425	283,927	528,352	252,013	780,366	33.93%
	3140 Transient Room Tax	7,500	7,500	-	-	-	804	804	621	1,425	19.00%
	<b>Total Taxes</b>	<b>29,728,095</b>	<b>29,728,095</b>	<b>-</b>	<b>-</b>	<b>357,556</b>	<b>1,661,313</b>	<b>2,018,868</b>	<b>1,733,157</b>	<b>3,772,025</b>	<b>12.69%</b>
	3200 LICENSES & PERMITS	700,000	700,000	-	48,127	39,486	75,321	162,934	51,945	214,879	30.70%
	3210 Building Licenses & Permits	800,000	1,500,000	700,000	425,453	406,393	92,171	924,017	83,617	1,007,634	67.28%
	3230 Special Event Permits	500	500	-	100	-	50	150	-	150	30.00%
3300 INTERGOVERNMENTAL	3240 Engineering Permits	500,000	500,000	-	68,467	35,347	24,047	127,861	28,697	156,558	31.13%
	<b>Total Licenses &amp; Permits</b>	<b>2,000,500</b>	<b>2,700,500</b>	<b>700,000</b>	<b>542,147</b>	<b>481,226</b>	<b>191,589</b>	<b>1,214,962</b>	<b>164,259</b>	<b>1,379,222</b>	<b>51.07%</b>
	3310 Local Grants	150,000	-	(150,000)	-	-	-	-	-	-	0.00%
	United Way (Promise) (Moved to Contributions from Private Sources)	150,000	-	-	-	-	-	-	-	-	0.00%
	3320 State Grants	-	3,300	3,300	-	3,300	-	3,300	-	3,300	100.00%
	Arts & Museums Grant (Community Life)	-	2,800	2,800	-	-	-	-	-	-	0.00%
	Jordan River Commission (Clean-up)	-	500	500	-	-	-	-	-	-	0.00%
	3330 Liquor Grants	63,000	63,000	-	-	-	-	-	-	-	0.00%
	3350 Federal Grants	-	-	-	-	-	-	-	-	-	0.00%
	<b>Total Intergovernmental</b>	<b>2,400,000</b>	<b>2,466,300</b>	<b>(146,700)</b>	<b>-</b>	<b>3,300</b>	<b>-</b>	<b>3,300</b>	<b>-</b>	<b>3,300</b>	<b>0.13%</b>
3400 CHARGES FOR SERVICES	Class C Road Funds	2,400,000	2,400,000	-	-	-	-	-	-	-	0.00%
	3410 Zoning & Subdivision Fees	200,000	200,000	-	36,222	13,563	16,828	66,613	14,599	81,211	40.61%
	3430 Rents & Leases	-	-	-	300	300	-	600	-	600	0.00%
	3431 Millcreek Common Business Leases	-	7,200	7,200	-	50	1,044	1,094	-	1,094	8.33%
	3432 Millcreek Common Event Booth Rental	200,000	200,000	2,500	236,675	260,086	34,409	531,170	41,196	572,366	46.59%
	3440 Plan Checking Fees	550,000	550,000	-	31,478	29,568	28,245	89,291	23,424	112,715	20.49%
	3470 Millcreek Common Revenue	360,000	-	-	19,450	20,733	16,025	56,208	15,574	71,782	19.79%
	Admissions	240,000	-	-	11,509	7,005	11,982	29,496	7,701	37,197	15.46%
	Rentals	10,000	-	-	560	1,880	239	2,679	150	2,829	28.29%
	<b>Total Charges For Services</b>	<b>950,000</b>	<b>957,200</b>	<b>9,700</b>	<b>304,675</b>	<b>303,517</b>	<b>108,772</b>	<b>688,768</b>	<b>79,218</b>	<b>767,986</b>	<b>79.53%</b>
3500 FINES & FORFEITURES	3510 Court Fines	20,000	-	-	731	1,700	1,450	3,881	18,850	22,731	113.66%
	3520 Code Compliance Fines	20,000	35,000	15,000	731	1,700	1,450	3,881	18,850	22,731	113.66%
	<b>Total Fines &amp; Forfeitures</b>	<b>20,000</b>	<b>35,000</b>	<b>15,000</b>	<b>731</b>	<b>1,700</b>	<b>1,450</b>	<b>3,881</b>	<b>18,850</b>	<b>22,731</b>	<b>113.66%</b>
3600 MISCELLANEOUS	3610 Interest Earnings	750,000	1,500,000	750,000	212,005	210,405	220,893	643,303	211,894	855,198	57.01%
	3620 Misc. Income	-	25,000	25,000	2,445	8,943	2,979	12,167	371	12,539	50.16%
	3630 Administrative Fees	110,000	110,000	-	9,167	9,167	9,167	27,500	9,167	36,667	33.33%
	3640 Building Surcharge	-	2,500	2,500	638	610	138	1,386	125	1,511	55.44%
	3650 Bond Proceeds	-	-	-	-	-	-	-	-	-	0.00%
	<b>Total Miscellaneous</b>	<b>860,000</b>	<b>1,637,500</b>	<b>777,500</b>	<b>222,055</b>	<b>229,124</b>	<b>233,177</b>	<b>684,357</b>	<b>221,558</b>	<b>905,915</b>	<b>55.32%</b>
3800 CONTRIBUTIONS	3810 Contributions from Private Sources	-	162,000	162,000	13,570	12,670	14,020	40,260	22,701	62,961	38.86%
	Promise Program Donations	-	-	-	20	20	20	60	20	100	10.00%
	United Way (Promise)	-	150,000	150,000	12,500	12,500	12,500	37,500	12,500	50,000	33.33%
	Millcreek Common Powers	-	1,050	1,050	1,050	-	-	1,050	-	1,050	100.00%
	Business Council	-	12,000	12,000	-	-	-	-	-	-	0.00%
	3820 Use of Fund Balance	903,946	949,320	45,374	-	-	-	-	-	-	0.00%
	General Fund	-	-	-	-	-	-	-	-	-	0.00%
	UPD Contract	903,946	949,320	45,374	-	-	-	-	-	-	0.00%
	<b>Total Other Contributions</b>	<b>903,946</b>	<b>1,274,370</b>	<b>370,424</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
	<b>Total General Fund Revenues</b>	<b>\$ 37,075,541</b>	<b>\$ 38,798,965</b>	<b>\$ 1,562,874</b>	<b>\$ 1,083,178</b>	<b>\$ 1,389,093</b>	<b>\$ 2,223,341</b>	<b>\$ 4,693,657</b>	<b>\$ 2,282,445</b>	<b>\$ 6,876,102</b>	<b>17.71%</b>

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4100 LEGISLATIVE</b>											
<b>Mayor &amp; City Council</b>											
<b>Personnel Expenses</b>											
1100 Salaries & Wages (Includes stipend for working medical insurance and cell phone stipend if applicable)	103,000	103,000	-	5,895	7,860	7,860	21,615	7,861	29,475	73,525	71.38%
1400 Employee Benefits	96,000	96,000	-	10,435	6,744	6,744	23,922	6,446	30,368	65,632	68.37%
<b>Total Personnel</b>	<b>199,000</b>	<b>199,000</b>	<b>-</b>	<b>16,329</b>	<b>14,603</b>	<b>14,603</b>	<b>45,536</b>	<b>14,307</b>	<b>59,843</b>	<b>139,157</b>	<b>69.93%</b>
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Membr.	170,000	170,000	-	126,023	-	-	126,023	-	126,023	43,977	25.87%
Utah League of Cities & Towns	52,000	52,000	-	51,023	-	-	-	-	-	-	-
Jordan River Commission	3,700	3,700	-	75,000	-	-	-	-	-	-	-
Central Wasatch Commission	75,000	75,000	-	-	-	-	-	-	-	-	-
Community Renewable Energy Act	37,725	37,725	-	-	-	-	-	-	-	-	-
2300 Travel	10,000	10,000	-	50	235	-	285	-	285	9,715	97.15%
2350 Uniforms	-	2,500	2,500	-	356	-	356	-	356	2,145	85.78%
<b>Total Operating</b>	<b>180,000</b>	<b>180,000</b>	<b>2,500</b>	<b>126,073</b>	<b>590</b>	<b>-</b>	<b>\$ 126,663</b>	<b>-</b>	<b>\$ 126,663</b>	<b>\$ 53,692</b>	<b>29.83%</b>
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	147,000	147,000	-	2,500	10,500	10,500	23,500	18,500	42,000	105,000	71.43%
Capestone Strategies	30,000	30,000	-	2,500	2,500	2,500	-	2,500	-	-	-
Sustainability Coordinator	-	-	-	-	-	-	-	-	-	-	-
Auditor	21,000	21,000	-	-	-	-	-	-	-	-	-
Washington Lobbyist Services	96,000	96,000	-	-	8,000	8,000	-	16,000	-	-	-
Homeless Mitigation Funds (Switchpoint)	-	-	-	-	-	-	-	-	-	-	-
3300 Training	5,000	7,500	2,500	-	2,475	-	2,475	-	2,475	5,025	67.00%
<b>Total Professional &amp; Contracted</b>	<b>152,000</b>	<b>154,500</b>	<b>2,500</b>	<b>2,500</b>	<b>12,975</b>	<b>10,500</b>	<b>\$ 25,975</b>	<b>18,500</b>	<b>\$ 44,475</b>	<b>\$ 110,025</b>	<b>71.21%</b>
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	5,000	5,000	-	-	-	-	-	-	-	5,000	100.00%
6300 Meals	-	2,500	2,500	-	173	77	250	-	250	2,250	90.01%
<b>Total Misc.</b>	<b>5,000</b>	<b>7,500</b>	<b>2,500</b>	<b>-</b>	<b>173</b>	<b>77</b>	<b>\$ 250</b>	<b>-</b>	<b>\$ 250</b>	<b>\$ 5,000</b>	<b>66.67%</b>
<b>Community Programs</b>											
8300 Community Investment Fund	25,000	25,000	-	-	-	-	-	-	-	25,000	100.00%
<b>Total Community Programs</b>	<b>25,000</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>100.00%</b>
<b>Total Mayor &amp; City Council</b>	<b>\$ 561,000</b>	<b>\$ 566,000</b>	<b>7,500</b>	<b>\$ 144,903</b>	<b>\$ 28,341</b>	<b>\$ 25,180</b>	<b>\$ 198,424</b>	<b>\$ 32,807</b>	<b>\$ 231,231</b>	<b>\$ 332,874</b>	<b>58.81%</b>

Notes: Increased to provide funding for uniforms,  
additional training, and meals.



MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
100-4200 ADMINISTRATION											
100-4210 City Management											
Personnel Services											
1100 Salaries & Wages	231,000	231,000	-	13,389	17,918	17,918	49,225	17,918	67,142	163,858	70.93%
<i>(includes stipend for working medical insurance and cell phone stipend if applicable)</i>											
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1400 Employee Benefits	58,000	58,000	-	3,015	4,125	4,125	11,265	4,125	15,590	42,610	73.47%
Total Personnel	289,000	289,000	-	16,404	22,043	22,043	60,489	22,043	82,532	206,468	71.44%
Operating Expenses											
2100 Books, Subscriptions, Memb.	1,500	1,500	-	-	-	-	-	-	-	1,500	100.00%
2300 Travel	2,500	2,500	-	-	-	-	-	-	-	2,500	100.00%
2400 Office Supplies	-	250	250	-	-	-	-	-	-	250	100.00%
Total Operating	4,000	4,250	250	-	-	-	-	-	-	4,250	100.00%
Professional & Contracted Services											
3100 Professional Services	7,500	7,500	-	-	495	-	495	-	495	7,500	100.00%
3300 Training	3,000	3,000	-	-	495	-	495	-	495	2,505	83.50%
Total Professional & Contracted	10,500	10,500	-	-	495	-	495	-	495	10,005	95.29%
Miscellaneous Expenses											
6100 Misc. Expenses	7,500	7,500	-	-	175	-	175	-	175	7,325	97.67%
Total Misc.	7,500	7,500	-	-	175	-	175	-	175	7,325	97.67%
Total City Management	311,000	311,250	250	16,404	22,713	22,043	61,159	22,043	83,202	228,048	73.27%

Notes: Minor increase to cover office supplies.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET										
Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available
100-4220 Justice Court										
Professional & Contracted Services										
3100 Professional Services	-	-	-	-	-	-	-	-	-	0.00%
3200 Contracted Services	215,000	215,000	-	-	-	-	-	-	-	100.00%
Total Professional & Contracted	215,000	215,000	-	-	-	-	-	-	-	100.00%
Total Justice Court	\$ 215,000	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100.00%

Notes: No change.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
100-4230 Legal Services											
Operating Expenses											
2100 Books, Subscriptions, Memb.	-	-	-	-	-	-	-	-	-	-	0.00%
2300 Travel	-	-	-	-	-	-	-	-	-	-	0.00%
Professional & Contracted Services											
3100 Professional Services	250,000	250,000	-	-	16,315	28,268	44,583	20,281	64,864	185,136	74.05%
John Brenns Misc. Legal											
3300 Training	2,000	2,000	-	-	-	-	-	-	-	2,000	100.00%
3200 Contracted Services	260,000	260,000	-	40,000	-	40,000	80,000	-	80,000	180,000	69.23%
St. Legal Defender St. County Prosecutorial Services				40,000							
Total Professional & Contracted	512,000	512,000	-	40,000	16,315	68,268	124,583	20,281	144,864	367,136	71.71%
Misc. Expenses											
6100 Misc. Expenses	250	250	-	-	-	-	-	-	-	250	100.00%
Total Misc.	250	250	-	-	-	-	-	-	-	250	100.00%
Total Legal Services	\$ 512,250	\$ 512,250	\$ -	\$ 40,000	\$ 16,315	\$ 68,268	\$ 124,583	\$ 20,281	\$ 144,864	\$ 367,386	71.72%

Notes: No change.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET											
Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
100-4240 Public Safety											
Professional & Contracted Services											
3200 Contracted Services	600,070	600,070	-	161,063	-	-	161,063	150,017	311,080	288,990	48.15%
12 Months of Contract	15,069,915	15,069,915	-	1,258,150	1,258,505	1,258,150	3,774,805	1,258,150	5,032,955	10,036,960	66.60%
SLC Animal Control Unified Police Homesite Migration Funds UPD (Alcohol Tax Exp)	63,000	63,000	-	-	-	-	-	-	-	63,000	0.00%
Total Professional & Contracted	15,732,985	15,732,985	-	1,419,213	1,258,505	1,258,150	3,935,868	1,408,167	5,344,035	10,388,950	66.03%
Total Public Safety	\$ 15,732,985	\$ 15,732,985	\$ -	\$ 1,419,213	\$ 1,258,505	\$ 1,258,150	\$ 3,935,868	\$ 1,408,167	\$ 5,344,035	\$ 10,388,950	66.03%

Notes: No change.



MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4250 Promise Program</b>											
<b>Personnel Services</b>											
1100 Salaries & Wages	185,000	185,000	-	10,753	14,312	14,305	39,369	14,303	53,673	131,327	70.99%
<i>Promise Program Manager</i>											
<i>Promise Economic Wellbeing Coordinator</i>											
<i>Promise Health Coordinator</i>											
<i>(Includes stipend for working medical insurance and cell phone stipend if applicable)</i>											
1200 Part-Time Wages	50,000	50,000	-	3,036	3,207	2,994	9,178	3,507	12,685	37,315	74.63%
1300 Over-Time Wages	500	500	-	-	-	-	-	-	-	500	100.00%
1400 Employee Benefits	85,000	85,000	-	5,918	5,944	5,944	17,806	5,944	23,750	61,250	72.06%
<b>Total Personnel</b>	<b>320,500</b>	<b>320,500</b>	<b>\$ -</b>	<b>19,707</b>	<b>23,463</b>	<b>23,183</b>	<b>\$ 66,353</b>	<b>23,754</b>	<b>\$ 90,108</b>	<b>\$ 230,392</b>	<b>71.89%</b>
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	-	2,500	2,500	-	-	505	505	-	505	1,995	79.79%
2300 Travel	-	2,500	2,500	-	-	-	-	425	425	2,075	83.02%
2400 Office Supplies	-	1,500	1,500	-	-	4	4	-	4	1,496	99.75%
2500 Equipment/Supplies	-	500	500	-	-	-	-	-	-	500	100.00%
<b>Total Operating</b>	<b>-</b>	<b>7,000</b>	<b>7,000</b>	<b>-</b>	<b>-</b>	<b>509</b>	<b>\$ 509</b>	<b>425</b>	<b>\$ 934</b>	<b>\$ 6,066</b>	<b>86.66%</b>
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	-	5,000	5,000	-	-	-	-	-	-	5,000	100.00%
3300 Training	5,000	5,000	-	-	25	310	335	-	335	4,665	93.30%
3400 Printing	-	-	-	-	-	-	-	-	-	-	0.00%
<b>Total Professional &amp; Contracted</b>	<b>5,000</b>	<b>10,000</b>	<b>5,000</b>	<b>-</b>	<b>25</b>	<b>310</b>	<b>\$ 335</b>	<b>-</b>	<b>\$ 335</b>	<b>\$ 9,665</b>	<b>96.65%</b>
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	6,000	6,000	-	-	-	-	-	-	-	6,000	100.00%
6300 Meals	6,000	750	-	-	-	107	107	41	148	602	80.27%
<b>Total Misc.</b>	<b>12,000</b>	<b>6,750</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>107</b>	<b>\$ 107</b>	<b>41</b>	<b>\$ 148</b>	<b>\$ 6,602</b>	<b>110.03%</b>
<b>Community Programs</b>											
8200 Events	24,500	40,000	15,500	6,618	100	333	7,052	293	7,345	32,655	81.64%
<b>Total Community Programs</b>	<b>24,500</b>	<b>40,000</b>	<b>15,500</b>	<b>6,618</b>	<b>100</b>	<b>333</b>	<b>\$ 7,052</b>	<b>293</b>	<b>\$ 7,345</b>	<b>\$ 32,655</b>	<b>81.64%</b>
<b>Total Promise Program</b>	<b>\$ 356,000</b>	<b>\$ 383,500</b>	<b>\$ 27,500</b>	<b>\$ 26,326</b>	<b>\$ 23,589</b>	<b>\$ 24,442</b>	<b>\$ 74,357</b>	<b>\$ 24,512</b>	<b>\$ 98,869</b>	<b>\$ 285,381</b>	<b>74.41%</b>
Notes: Increased to provide funding for various operational expenditures & increased programming.											

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4310 City Recorder</b>											
<b>Personnel Services</b>											
1100 Salaries & Wages	101,000	101,000	-	5,853	7,839	7,839	21,531	7,839	29,370	71,630	70.92%
<i>(includes stipend for working medical insurance             and cell phone stipend if applicable)</i>											
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1400 Employee Benefits	25,000	25,000	-	1,253	1,713	1,713	4,679	1,713	6,392	18,608	74.43%
<i>Total Personnel</i>	<i>126,000</i>	<i>126,000</i>	<i>-</i>	<i>7,106</i>	<i>9,552</i>	<i>9,553</i>	<i>26,210</i>	<i>9,552</i>	<i>35,763</i>	<i>90,237</i>	<i>71.62%</i>
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	600	600	-	-	225	-	225	-	225	375	62.50%
2300 Travel	1,000	1,000	-	-	-	-	-	-	-	1,000	100.00%
2400 Office Supplies	-	-	-	-	-	-	-	-	-	-	0.00%
2800 Postage & Shipping	-	-	-	-	-	-	-	-	-	-	0.00%
<i>Total Operating</i>	<i>1,600</i>	<i>1,600</i>	<i>-</i>	<i>-</i>	<i>225</i>	<i>-</i>	<i>225</i>	<i>-</i>	<i>225</i>	<i>1,375</i>	<i>85.94%</i>
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	-	-	-	-	-	-	-	-	-	-	0.00%
3200 Contracted Services	115,000	30,000	(85,000)	-	-	-	-	-	-	30,000	100.00%
<i>St. County Elections</i>	<i>1,500</i>	<i>1,500</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,500</i>	<i>100.00%</i>
3300 Training	-	-	-	-	-	-	-	-	-	-	0.00%
3400 Printing	2,500	2,500	-	-	-	-	-	-	-	2,500	100.00%
3500 Advertising & Public Notices	119,000	34,000	(85,000)	-	-	-	-	-	-	34,000	100.00%
<i>Total Professional &amp; Contracted</i>	<i>119,000</i>	<i>34,000</i>	<i>(85,000)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>34,000</i>	<i>100.00%</i>
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	500	500	-	-	-	-	-	-	-	500	100.00%
<i>Total Misc.</i>	<i>500</i>	<i>500</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>500</i>	<i>100.00%</i>
<b>Total City Recorder</b>	<b>\$ 247,100</b>	<b>\$ 162,100</b>	<b>\$ (85,000)</b>	<b>\$ 7,106</b>	<b>\$ 9,777</b>	<b>\$ 9,553</b>	<b>\$ 26,435</b>	<b>\$ 9,552</b>	<b>\$ 35,988</b>	<b>\$ 126,112</b>	<b>77.80%</b>
Notes: Decreased due to lower than anticipated elections expenses.											

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4400 BUILDING SERVICES</b>											
<b>100-4410 Building Services</b>											
<b>Personnel Services</b>											
1100 Salaries & Wages	785,000	785,000	-	47,878	59,782	58,287	165,947	60,079	226,026	558,974	71.21%
Building Services Director /Building Off Plans Examiner I Building Inspector III Building Inspector III Building Inspector I Permit Technician II Permit Technician I Code Compliance Inspector I Code Compliance Inspector II Code Compliance Inspector I (Includes stipend for working medical insurance and cell phone stipend if applicable)											
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1300 Over-Time Wages	2,500	7,500	5,000	1,545	295	405	2,245	-	2,245	5,255	70.07%
1400 Employee Benefits	370,000	370,000	-	25,820	23,551	23,270	72,741	23,588	96,329	273,671	73.97%
<b>Total Personnel</b>	<b>1,157,500</b>	<b>1,162,500</b>	<b>5,000</b>	<b>75,243</b>	<b>83,727</b>	<b>81,962</b>	<b>\$ 240,933</b>	<b>83,667</b>	<b>\$ 324,599</b>	<b>\$ 837,901</b>	<b>72.08%</b>
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	8,500	8,500	-	-	-	544	544	256	800	7,700	90.59%
2300 Travel	9,000	9,000	-	-	-	805	805	-	805	8,195	91.05%
2500 Equipment/Supplies	5,000	5,000	-	-	-	-	-	224	224	4,776	95.52%
2600 Uniforms	-	2,500	2,500	-	-	30	30	-	30	2,470	98.80%
<b>Total Operating</b>	<b>22,500</b>	<b>25,000</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>1,379</b>	<b>\$ 1,379</b>	<b>480</b>	<b>\$ 1,859</b>	<b>\$ 23,141</b>	<b>92.56%</b>
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	90,000	90,000	-	-	8,930	3,475	12,405	4,192	16,597	73,403	81.56%
Building Inspection Services Code Compliance Abatement											
3300 Training	10,000	10,000	-	-	190	1,649	1,838	344	2,182	7,818	78.18%
<b>Total Professional &amp; Contracted</b>	<b>100,000</b>	<b>100,000</b>	<b>-</b>	<b>-</b>	<b>9,120</b>	<b>5,124</b>	<b>\$ 14,243</b>	<b>4,536</b>	<b>\$ 18,779</b>	<b>\$ 81,221</b>	<b>81.22%</b>
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	2,500	2,500	-	-	16	-	16	205	221	2,279	91.14%
6300 Meals	-	2,000	2,000	-	-	-	-	135	135	1,865	93.23%
<b>Total Misc.</b>	<b>2,500</b>	<b>4,500</b>	<b>2,000</b>	<b>-</b>	<b>16</b>	<b>-</b>	<b>\$ 16</b>	<b>341</b>	<b>\$ 357</b>	<b>\$ 2,279</b>	<b>50.63%</b>
<b>Total Building Services</b>	<b>\$ 1,282,500</b>	<b>\$ 1,292,000</b>	<b>\$ 9,500</b>	<b>\$ 75,243</b>	<b>\$ 92,863</b>	<b>\$ 88,465</b>	<b>\$ 256,571</b>	<b>\$ 89,024</b>	<b>\$ 345,595</b>	<b>\$ 944,541</b>	<b>73.11%</b>
Notes: Increased to provide funding for additional overtime, uniforms, & meals.											

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4500 COMMUNICATIONS &amp; PROGRAMS</b>											
<b>Communications &amp; Programs</b>											
<b>Personal Services</b>											
1100 Salaries & Wages	180,000	180,000	-	10,464	13,931	13,930	38,325	13,929	52,254	127,746	70.97%
Communications & Programs Director											
Marketing & Communications Manager											
(Includes stipend for working medical insurance and cell phone stipend if applicable)											
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1300 Over-Time Wages	3,500	3,500	-	-	-	118	118	118	236	3,264	93.25%
1400 Employee Benefits	80,000	80,000	-	4,594	5,759	5,785	16,138	5,785	21,922	58,078	72.60%
Total Personnel	263,500	263,500	-	15,058	19,689	19,833	54,581	19,832	74,413	189,087	71.6%
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	500	1,200	700	-	395	-	395	-	395	805	67.08%
2300 Travel	750	750	-	-	-	-	-	-	-	750	100.00%
2500 Equipment/Supplies	2,500	2,500	-	-	-	-	-	-	-	2,500	100.00%
2800 Postage & Shipping	75,000	75,000	-	15,331	-	8,837	24,168	9,027	33,194	41,806	55.74%
Total Operating	78,750	79,450	700	15,331	395	8,837	24,563	9,027	33,589	45,861	57.72%
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	35,000	35,000	-	-	1,924	-	1,924	700	2,624	32,376	92.50%
3300 Training	2,000	2,000	-	11,186	-	-	11,186	16,104	27,290	47,710	63.61%
3400 Printing	75,000	75,000	-	11,186	1,924	-	13,110	16,804	29,914	82,086	73.29%
Total Professional & Contracted	112,000	112,000	-	22,372	1,924	-	25,110	33,504	59,544	70,670	73.29%
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	2,000	1,300	(700)	-	-	-	-	-	-	1,300	100.00%
Total Misc.	2,000	1,300	(700)	-	-	-	-	-	-	1,300	100.00%
<b>Community Programs</b>											
8100 Community Councils											
Canyon Rim	29,000	29,000	-	-	-	-	-	-	-	29,000	100.00%
East Millcreek	6,000	6,000	-	-	-	-	-	-	-	-	-
Millcreek	5,000	5,000	-	-	-	-	-	-	-	-	-
Mt. Olympus	15,000	15,000	-	-	-	-	-	-	-	-	-
Mt. Olympus	3,000	3,000	-	-	-	-	-	-	-	-	-
Youth City Council	10,000	10,000	-	501	-	618	1,119	-	1,119	8,881	88.81%
Other	5,000	5,000	-	-	-	-	-	-	-	-	-
Other	35,000	35,000	-	-	-	-	-	-	-	35,000	100.00%
8300 Programs											
Rain Barrel Program	15,000	15,000	-	-	-	-	-	-	-	-	-
Arts Council	15,000	15,000	-	-	-	-	-	-	-	-	-
Other	5,000	5,000	-	-	-	-	-	-	-	-	-
Asian Association of Utah	-	-	-	501	-	618	1,119	-	1,119	72,881	98.49%
Total Community Programs	74,000	74,000	-	501	-	618	1,119	-	1,119	72,881	98.49%
<b>Total Communications &amp; Programs</b>	530,250	530,250	-	42,077	22,008	29,288	93,373	45,653	139,036	391,214	73.78%

Notes: No change.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4520 Emergency Management</b>											
Personnel Services											
1100 Salaries & Wages	82,000	82,000	-	4,709	6,272	6,272	17,252	6,272	23,524	58,476	71.31%
Emergency/Risk Manager <i>(Includes stipend for waiving medical insurance and cell phone stipend if applicable)</i>											
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1300 Over-Time Wages	4,000	4,000	-	-	-	-	-	-	-	4,000	100.00%
1400 Employee Benefits	43,000	43,000	-	4,348	2,906	2,906	10,159	2,906	13,065	29,935	69.62%
Total Personnel	129,000	129,000	-	9,056	9,178	9,178	27,412	9,177	36,589	92,411	71.64%
Operating Expenses											
2100 Books, Subscriptions, Memb.	1,000	1,000	-	-	13	-	13	-	13	987	98.70%
2300 Travel	1,200	1,200	-	1,122	-	-	1,122	-	1,122	78	6.51%
2400 Office Supplies	-	-	-	-	-	-	-	-	-	-	0.00%
2500 Equipment/Supplies	11,000	11,000	-	-	-	-	-	336	336	10,665	96.95%
2560 Uniforms	-	500	500	-	-	-	-	181	181	320	63.90%
Total Operating	13,200	13,700	500	1,122	13	-	1,135	516	1,651	12,049	87.95%
Professional & Contracted Services											
3100 Professional Services	-	-	-	-	-	-	-	-	-	-	0.00%
3300 Training	5,000	5,000	-	-	506	275	781	-	781	4,219	84.37%
3400 Printing	1,000	500	(500)	-	-	-	-	-	-	500	100.00%
Total Professional & Contracted	6,000	5,500	(500)	-	506	275	781	-	781	4,719	85.79%
Miscellaneous Expenses											
6100 Misc. Expenses	2,500	2,500	-	-	-	-	-	-	-	2,500	100.00%
Total Misc.	2,500	2,500	-	-	-	-	-	-	-	2,500	100.00%
Total Emergency Management	\$ 150,700	\$ 150,700	\$ -	\$ 10,178	\$ 9,697	\$ 9,453	\$ 29,328	\$ 9,693	\$ 39,022	\$ 111,678	74.11%

Notes: No change.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4530 Information Center</b>											
<b>Personnel Services</b>											
1100 Salaries & Wages	59,000	59,000	-	3,389	4,519	4,520	12,428	4,518	16,946	42,054	71.28%
Information Center Manager Senior Information Center Technician Information Center Technician (Includes stipend for working medical insurance and cell phone stipend if applicable) PT Information Center Technician(s)											
1200 Part-Time Wages	60,000	60,000	-	1,735	1,912	2,392	6,039	1,021	7,060	52,940	88.23%
1300 Over-Time Wages	10,000	10,000	-	-	-	-	-	-	-	10,000	100.00%
1400 Employee Benefits	38,000	38,000	-	3,127	2,118	2,118	7,363	2,118	9,481	28,519	75.05%
<b>Total Personnel</b>	<b>167,000</b>	<b>167,000</b>	<b>-</b>	<b>8,251</b>	<b>8,549</b>	<b>9,030</b>	<b>25,830</b>	<b>7,657</b>	<b>33,487</b>	<b>133,513</b>	<b>79.95%</b>
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	500	500	-	-	-	53	53	135	188	312	62.47%
2300 Travel	500	500	-	-	-	-	-	-	-	500	100.00%
2400 Office Supplies	15,000	12,000	(3,000)	36	261	97	394	286	680	11,320	94.33%
2500 Equipment/Supplies	5,000	4,000	(1,000)	-	-	-	-	-	-	4,000	100.00%
2560 Uniforms	-	1,000	1,000	34	-	-	34	36	69	931	0.00%
2800 Postage & Shipping	17,500	17,500	-	1,000	1,000	1,131	3,131	-	3,131	14,369	82.11%
<b>Total Operating</b>	<b>38,500</b>	<b>35,500</b>	<b>(3,000)</b>	<b>1,069</b>	<b>1,261</b>	<b>1,281</b>	<b>3,611</b>	<b>457</b>	<b>4,068</b>	<b>31,432</b>	<b>88.54%</b>
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	1,000	1,000	-	-	-	-	-	-	-	1,000	100.00%
3300 Training	1,200	1,200	-	-	-	-	-	-	-	1,200	100.00%
3400 Printing	1,200	1,200	-	-	-	-	-	-	-	1,200	100.00%
<b>Total Professional &amp; Contracted</b>	<b>3,400</b>	<b>3,400</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,400</b>	<b>100.00%</b>
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	5,000	5,000	-	-	-	-	-	-	-	5,000	100.00%
6300 Meals	10,000	6,500	(3,500)	-	-	-	-	-	-	6,500	100.00%
<b>Total Misc.</b>	<b>15,000</b>	<b>11,500</b>	<b>(3,500)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,500</b>	<b>100.00%</b>
<b>Total Information Center</b>	<b>\$ 223,900</b>	<b>\$ 217,400</b>	<b>\$ (6,500)</b>	<b>\$ 9,321</b>	<b>\$ 9,810</b>	<b>\$ 10,310</b>	<b>\$ 29,441</b>	<b>\$ 8,114</b>	<b>\$ 37,555</b>	<b>\$ 179,845</b>	<b>82.73%</b>

Notes: Decreased due to lower operational  
expenses due to those expenditures being  
covered by departmental budgets.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>ECONOMIC DEVELOPMENT</b>											
100-4600 ECONOMIC DEVELOPMENT											
100-4610 Economic Development											
Personnel Services											
1100 Salaries & Wages	55,000	55,000	-	3,538	4,689	4,689	12,916	4,664	17,580	37,420	68.04%
<i>Economic Dev. Director</i> <i>Asst. to Economic Dev. Director</i> <i>(Includes stipend for waiving medical insurance</i> <i>and cell phone stipend if applicable)</i>											
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1300 Over-Time Wages	1,000	1,500	500	231	-	212	443	67	510	990	65.99%
1400 Employee Benefits	28,000	28,000	-	724	927	973	2,624	936	3,560	24,440	87.29%
<b>Total Personnel</b>	<b>84,000</b>	<b>84,500</b>	<b>500</b>	<b>4,493</b>	<b>5,616</b>	<b>5,874</b>	<b>15,983</b>	<b>5,667</b>	<b>21,650</b>	<b>62,850</b>	<b>74.38%</b>
Operating Expenses											
2100 Books, Subscriptions, Memb.	2,000	2,000	-	-	-	-	-	-	-	2,000	100.00%
2300 Travel	3,000	3,000	-	-	-	-	-	-	-	3,000	100.00%
2400 Office Supplies	-	250	250	-	-	6	6	37	43	207	82.73%
2500 Equipment/Supplies	500	500	-	-	-	-	-	-	-	500	100.00%
<b>Total Operating</b>	<b>5,500</b>	<b>5,750</b>	<b>250</b>	<b>-</b>	<b>-</b>	<b>6</b>	<b>6</b>	<b>37</b>	<b>43</b>	<b>5,707</b>	<b>99.25%</b>
Professional & Contracted Services											
3100 Professional Services	46,600	46,600	-	-	5,400	5,400	10,800	5,400	16,200	30,400	65.24%
3300 Training	5,000	5,000	-	-	-	-	-	125	125	4,875	97.50%
3500 Advertising	-	300	300	-	-	-	-	-	-	300	100.00%
<b>Total Professional &amp; Contracted</b>	<b>51,600</b>	<b>51,600</b>	<b>-</b>	<b>-</b>	<b>5,400</b>	<b>5,400</b>	<b>10,800</b>	<b>5,525</b>	<b>16,325</b>	<b>35,275</b>	<b>68.36%</b>
Miscellaneous Expenses											
6100 Misc. Expenses	7,500	10,000	2,500	655	-	3,024	3,679	57	3,736	6,264	62.64%
6300 Meals	-	5,000	5,000	48	268	356	672	349	1,021	3,979	79.58%
<b>Total Misc.</b>	<b>7,500</b>	<b>15,000</b>	<b>7,500</b>	<b>703</b>	<b>268</b>	<b>3,379</b>	<b>4,350</b>	<b>406</b>	<b>4,756</b>	<b>6,264</b>	<b>41.76%</b>
Community Events											
8200 Community Events	-	12,500	12,500	-	-	7,492	7,492	2,872	10,364	2,136	17.09%
<i>Business Council Gala</i> <i>Jordan River Clean-Up Day</i>											
<b>Total Community Events</b>	<b>-</b>	<b>12,500</b>	<b>12,500</b>	<b>-</b>	<b>-</b>	<b>7,492</b>	<b>7,492</b>	<b>2,872</b>	<b>10,364</b>	<b>13,236</b>	<b>105.89%</b>
<b>Total Economic Development</b>	<b>\$ 146,600</b>	<b>\$ 169,350</b>	<b>\$ 20,750</b>	<b>\$ 5,196</b>	<b>\$ 11,284</b>	<b>\$ 22,152</b>	<b>\$ 38,632</b>	<b>\$ 14,507</b>	<b>\$ 53,139</b>	<b>\$ 123,332</b>	<b>72.83%</b>

Notes: Funds added for Business Council Gala & increased operational needs.



MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET												
Department Budget		FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
100-5700	COMMUNITY LIFE/MILLCREEK COMMON											
Community Life/Millicreek Common Administration												
Personnel Services												
1100 Salaries & Wages		114,000	114,000	-	6,595	8,800	8,801	24,197	8,800	32,997	81,003	71.06%
Community Life/MC Common Executive Director (Includes stipend for working medical insurance and cell phone stipend if applicable)												
1200 Part-Time Wages		-	-	-	-	-	-	-	-	-	-	0.00%
1300 Over-Time Wages		-	-	-	-	-	-	-	-	-	-	0.00%
1400 Employee Benefits		50,000	50,000	-	2,691	3,638	3,638	9,966	3,638	13,604	36,396	72.79%
Total Personnel		164,000	164,000	-	9,287	12,438	12,438	34,163	12,438	46,601	117,399	71.58%
Operating Expenses												
2100 Books, Subscriptions, Memb.		3,500	3,500	-	-	-	-	-	-	-	3,500	100.00%
2300 Travel		1,500	1,500	-	-	-	-	-	-	-	1,500	100.00%
2500 Equipment/Supplies		10,000	10,000	-	-	-	-	-	-	-	10,000	100.00%
2800 Postage & Shipping		1,000	1,000	-	-	-	-	-	-	-	1,000	100.00%
Total Operating		16,000	16,000	-	-	-	-	-	-	-	16,000	100.00%
Professional & Contracted Services												
3100 Professional Services		150,000	150,000	-	1,478	3,000	3,200	7,678	7,575	15,253	134,748	89.83%
3300 Training		2,500	2,500	-	-	-	-	-	-	-	2,500	100.00%
Total Professional & Contracted		152,500	152,500	-	1,478	3,000	3,200	7,678	7,575	15,253	137,248	90.00%
Miscellaneous Expenses												
6100 Misc. Expenses		5,000	5,000	-	-	-	-	-	-	-	5,000	100.00%
Total Misc.		5,000	5,000	-	-	-	-	-	-	-	5,000	100.00%
Millcreek Common Administration		337,500	337,500	-	10,764	15,438	15,638	41,841	20,013	61,854	275,646	81.67%
Notes: No change.												

Notes: No change.

Exhibit A  
FY 2023-24  
Budget Amendment #1

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>Community Life Events &amp; Programs</b>											
Personnel Services											
1100 Salaries & Wages	144,000	144,000	-	9,245	12,279	12,268	33,792	12,267	46,059	97,941	68.01%
Community Life Event Manager (Includes stipend for working medical insurance and cell phone stipend if applicable)											
1200 Part-Time Wages	32,000	32,000	-	-	-	-	-	-	-	32,000	100.00%
1300 Over-Time Wages	1,500	8,500	7,000	396	439	1,379	2,214	109	2,324	6,176	72.66%
1400 Employee Benefits	55,000	55,000	-	2,469	3,360	3,568	9,397	3,288	12,685	42,315	76.94%
Total Personnel	232,500	239,500	7,000	12,110	16,079	17,215	45,404	15,664	61,068	178,432	74.50%
Operating Expenses											
2100 Books, Subscriptions, Memb.	1,500	1,500	-	-	839	-	839	-	839	661	44.07%
2300 Travel	2,500	2,500	-	-	-	-	-	-	-	2,500	100.00%
2500 Equipment/Supplies	5,000	65,000	60,000	-	-	297	297	-	297	64,703	99.54%
2800 Postage & Shipping	1,000	1,000	-	-	-	-	-	-	-	1,000	100.00%
Total Operating	10,000	70,000	60,000	-	839	297	1,136	-	1,136	68,864	98.38%
Professional & Contracted Services											
3100 Professional Services	20,000	20,000	-	-	-	-	-	-	-	20,000	100.00%
3300 Training	1,500	1,500	-	-	-	-	-	-	-	1,500	100.00%
Total Professional & Contracted	21,500	21,500	-	-	-	-	-	-	-	21,500	100.00%
Miscellaneous Expenses											
6100 Misc. Expenses	5,000	4,000	(1,000)	-	-	-	-	-	-	4,000	100.00%
6300 Meals	-	1,000	1,000	-	45	-	45	-	45	955	95.52%
Total Misc.	5,000	5,000	-	-	45	-	45	-	45	4,955	99.10%
Community Events & Programs											
8200 Events	350,000	365,000	15,000	179,312	16,250	19,548	215,110	49,280	264,389	100,611	27.56%
Utah Venture Out DJ Skate Nights Ice Skating Events Holiday Events City Hall Grand Opening Misc. Programs											
8300 Programs	-	-	-	-	-	-	-	-	-	-	0.00%
Total Community Events & Programs	350,000	365,000	15,000	179,312	16,250	19,548	215,110	49,280	264,389	100,611	27.56%
Total Community Life Events & Programs	619,000	701,000	82,000	191,422	33,212	37,060	261,694	64,944	326,638	374,362	53.40%

Notes: Funds added for City Hall Grand Opening & Christmas Tree as well as additional overtime.

## MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

[illegible]

Exhibit A  
FY 2023-24  
Budget Amendment #1

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET											
Department Budget											
Millcreek Common Adventure Hub Operations		FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available
Personnel Services											
1100 Salaries & Wages		185,000	185,000	-	11,382	15,586	15,961	42,929	15,307	58,236	126,764
(Includes stipend for working medical insurance and cell phone stipend if applicable)											
1200 Part-Time Wages		185,000	225,000	40,000	14,590	19,370	18,328	52,288	11,917	64,205	160,795
Adventure Hub Lead (6) Adventure Hub Crew											
1300 Over-Time Wages		20,000	20,000	-	164	-	-	164	357	521	19,479
1400 Employee Benefits		85,000	85,000	-	3,594	5,628	5,628	14,849	5,714	20,563	64,437
Total Personnel		475,000	515,000	40,000	29,729	40,583	39,917	\$ 110,230	33,295	\$ 143,525	371,475
Operating Expenses											
2100 Books, Subscriptions, Memb.		2,500	2,500	-	-	482	184	666	105	771	1,729
2300 Travel		2,500	2,500	-	68	264	582	913	-	913	1,587
2400 Office Supplies		-	500	500	-	-	61	61	29	90	410
2500 Equipment/Supplies		25,000	25,000	-	6,357	437	1,208	8,003	3,954	11,956	13,044
2520 Resale Items		-	25,000	25,000	-	9,635	-	9,635	-	9,635	15,365
2560 Uniforms		-	5,000	5,000	-	1,728	907	2,635	1,690	4,325	675
2600 Building Maintenance		-	-	-	-	-	-	-	-	-	-
2700 Utilities		-	-	-	-	-	-	-	-	-	-
2650 Vehicle Maintenance		-	-	-	-	-	-	-	-	-	-
2800 Postage & Shipping		250	250	-	-	-	-	-	-	-	250
Total Operating		30,250	60,750	30,500	6,425	12,546	2,942	\$ 21,914	5,778	\$ 27,692	33,058
Professional & Contracted Services											
3100 Professional Services		10,000	10,000	-	-	-	-	-	-	-	10,000
3300 Training		7,500	7,500	-	358	-	-	358	-	358	7,142
Total Professional & Contracted		17,500	17,500	-	358	-	-	\$ 358	-	358	17,142
Miscellaneous Expenses											
6100 Misc. Expenses		5,000	4,000	(1,000)	878	-	-	878	-	878	3,123
6300 Meals		-	1,000	1,000	-	91	14	106	22	127	873
Total Misc.		5,000	5,000	-	878	91	14	\$ 983	22	\$ 1,005	3,995
Total Millcreek Common Adventure Hub		\$ 527,750	\$ 598,250	\$ 70,500	\$ 37,390	\$ 53,220	\$ 42,874	\$ 133,484	\$ 39,095	\$ 172,579	\$ 425,671
Notes: Increased to provide for additional operational expenses.											71.15%

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-5745 Millcreek Common Adventure Hub Facilities:</b>											
Personnel Services											
1100 Salaries & Wages <i>Adventure Hub Facilities Manager (Includes stipend for working medical insurance and cell phone stipend if applicable)</i>	82,000	82,000	-	6,188	6,223	6,224	18,636	6,224	24,859	57,141	69.65%
1200 Part-Time Wages <i>Facility Support Mgr. Zamboni Drivers</i>	42,500	55,000	12,500	4,929	4,205	4,657	13,790	3,578	17,369	37,631	68.42%
1300 Over-Time Wages	20,000	20,000	-	260	-	335	595	29	624	19,376	96.88%
1400 Employee Benefits	60,000	60,000	-	3,209	3,157	3,171	9,537	3,164	12,701	47,299	78.83%
<b>Total Personnel</b>	<b>204,500</b>	<b>217,000</b>	<b>12,500</b>	<b>14,585</b>	<b>13,585</b>	<b>14,387</b>	<b>42,557</b>	<b>12,995</b>	<b>55,553</b>	<b>161,447</b>	<b>74.40%</b>
Operating Expenses											
2100 Books, Subscriptions, Memb.	1,200	1,200	-	-	-	-	-	775	775	425	35.42%
2300 Travel	2,500	2,500	-	-	-	-	-	-	-	2,500	100.00%
2400 Office Supplies	-	500	500	-	-	81	81	-	81	419	83.81%
2500 Equipment/Supplies	40,000	40,000	-	4,961	519	3,348	8,828	8,922	17,750	22,250	55.62%
2560 Uniforms	-	1,200	1,200	-	-	-	-	-	-	1,200	100.00%
2600 Building Maintenance	25,000	25,000	-	-	261	5,173	5,434	886	6,320	18,680	74.72%
2700 Utilities	90,000	90,000	-	1,815	6,985	5,742	14,542	8,430	22,972	67,028	74.48%
2650 Vehicle Maintenance	5,000	5,000	-	-	-	-	-	-	-	5,000	100.00%
2800 Postage & Shipping	2,000	2,000	-	-	-	-	-	-	-	2,000	100.00%
<b>Total Operating</b>	<b>165,700</b>	<b>167,400</b>	<b>1,700</b>	<b>6,776</b>	<b>7,765</b>	<b>14,343</b>	<b>28,885</b>	<b>19,014</b>	<b>47,899</b>	<b>119,501</b>	<b>71.39%</b>
Professional & Contracted Services											
3100 Professional Services	24,000	24,000	-	-	1,190	1,150	2,340	1,300	3,640	20,360	84.83%
3300 Training	6,000	6,000	-	-	-	-	-	-	-	6,000	100.00%
<b>Total Professional &amp; Contracted</b>	<b>30,000</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>1,190</b>	<b>1,150</b>	<b>2,340</b>	<b>1,300</b>	<b>3,640</b>	<b>26,360</b>	<b>87.87%</b>
Insurance											
4100 Insurance	-	500	500	-	130	-	130	-	130	370	74.00%
Miscellaneous Expenses											
6100 Misc. Expenses	6,000	30,000	24,000	-	12,239	239	12,478	239	12,717	17,283	57.61%
<b>Total Misc.</b>	<b>6,000</b>	<b>30,000</b>	<b>24,000</b>	<b>-</b>	<b>12,239</b>	<b>239</b>	<b>12,478</b>	<b>239</b>	<b>12,717</b>	<b>17,283</b>	<b>57.61%</b>
Capital Expenses											
7300 Building Improvements	30,000	30,000	-	-	6,785	-	6,785	3,388	10,173	19,827	66.09%
7400 Furniture, Fixtures, Equipment	-	5,000	5,000	-	828	-	828	-	828	4,172	83.44%
<b>Total Capital Expenses</b>	<b>30,000</b>	<b>35,000</b>	<b>5,000</b>	<b>-</b>	<b>7,613</b>	<b>-</b>	<b>7,613</b>	<b>3,388</b>	<b>11,001</b>	<b>23,999</b>	<b>68.57%</b>
<b>Total Millcreek Common Adventure Hub Facilities</b>	<b>\$ 436,200</b>	<b>\$ 479,900</b>	<b>\$ 43,700</b>	<b>\$ 21,362</b>	<b>\$ 42,523</b>	<b>\$ 30,119</b>	<b>\$ 94,003</b>	<b>\$ 36,936</b>	<b>\$ 130,939</b>	<b>\$ 348,961</b>	<b>72.72%</b>

Notes: Increased to provide for additional operational expenses.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4700 FINANCE</b>											
<b>100-4710 Finance</b>											
<b>Personnel Services</b>											
1100 Salaries & Wages	372,000	372,000	-	31,720	31,108	28,588	91,416	28,660	120,077	251,923	67.72%
HR-Finance Director											
HR Manager											
HR-Finance Technician											
Grant/CDBG Administrator											
(Includes stipend for working medical insurance and cell phone stipend if applicable)											
1200 Part-Time Wages	65,000	65,000	-	-	2,428	5,018	7,446	4,803	12,249	52,751	81.16%
1400 Employee Benefits	135,000	135,000	-	7,766	9,233	9,233	26,232	9,253	35,485	99,515	73.71%
HR-Finance Coordinator	572,000	572,000	-	39,487	42,769	42,839	125,095	42,716	167,811	404,189	70.66%
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	250	1,500	1,250	-	494	-	494	-	494	1,006	67.07%
2300 Travel	1,500	1,500	-	-	17	-	17	7	24	1,476	98.40%
2400 Office Supplies	500	500	-	-	23	142	165	13	178	322	64.38%
2500 Equipment/Supplies	750	750	-	-	-	-	-	-	-	750	100.00%
<b>Total Operating</b>	<b>3,000</b>	<b>4,250</b>	<b>1,250</b>	<b>-</b>	<b>534</b>	<b>142</b>	<b>676</b>	<b>20</b>	<b>696</b>	<b>3,554</b>	<b>83.62%</b>
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	20,000	20,000	-	-	-	-	-	3,000	3,000	17,000	85.00%
3300 Training	7,500	7,500	-	-	497	35	532	2,140	2,672	4,828	64.37%
3400 Printing	1,500	1,500	-	-	-	-	-	-	-	1,500	100.00%
<b>Total Professional &amp; Contracted</b>	<b>29,000</b>	<b>29,000</b>	<b>-</b>	<b>-</b>	<b>497</b>	<b>35</b>	<b>532</b>	<b>5,140</b>	<b>5,672</b>	<b>23,328</b>	<b>80.44%</b>
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	1,000	1,000	-	-	-	-	-	-	-	1,000	100.00%
6300 Meals	1,200	1,200	-	-	87	82	170	9	179	1,021	85.10%
<b>Total Misc.</b>	<b>1,000</b>	<b>2,200</b>	<b>1,200</b>	<b>-</b>	<b>87</b>	<b>82</b>	<b>170</b>	<b>9</b>	<b>179</b>	<b>2,021</b>	<b>91.87%</b>
<b>Total Finance</b>	<b>\$ 605,000</b>	<b>\$ 607,450</b>	<b>\$ 2,450</b>	<b>\$ 39,487</b>	<b>\$ 43,887</b>	<b>\$ 43,099</b>	<b>\$ 126,472</b>	<b>\$ 47,886</b>	<b>\$ 174,358</b>	<b>\$ 433,092</b>	<b>71.30%</b>
Notes: Increased to provide for additional operational expenses.											



MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4720 Human Resources</b>											
<b>Personnel Services</b>											
1100 Salaries & Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1300 Over-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1400 Employee Benefits	-	-	-	-	-	-	-	-	-	-	0.00%
<b>Total Personnel</b>	-	-	-	-	-	-	-	-	-	-	0.00%
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	250	250	-	-	-	-	-	-	-	250	100.00%
2300 Travel	-	500	500	-	-	17	17	-	17	483	96.66%
2400 Office Supplies	250	250	-	-	-	108	108	-	108	142	56.83%
2500 Equipment/Supplies	250	250	-	-	9	-	9	-	9	241	96.40%
2800 Postage & Shipping	250	250	-	-	-	-	-	-	-	250	100.00%
<b>Total Operating</b>	1,000	1,500	500	-	9	125	134	-	134	1,366	91.09%
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	20,000	7,500	(12,500)	-	210	53	263	909	1,172	6,328	84.37%
<i>Employee Assistance Program Drug Testing</i>											
3300 Training	2,500	2,500	-	-	15	-	15	-	15	2,485	99.40%
3400 Printing	500	500	-	-	-	-	-	-	-	500	100.00%
3600 Recruitment	-	15,000	15,000	-	1,363	223	1,587	684	2,270	12,730	84.87%
<b>Total Professional &amp; Contracted</b>	23,000	25,500	2,500	-	1,588	276	1,865	1,593	3,457	22,043	86.44%
<b>Insurance</b>											
4200 Worker's Comp Insurance	45,000	45,000	-	-	-	7,226	7,226	2,356	9,582	35,418	78.71%
<b>Total Insurance</b>	45,000	45,000	-	-	-	7,226	7,226	2,356	9,582	35,418	78.71%
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	500	500	-	-	-	-	-	-	-	500	100.00%
6300 Meals	-	1,000	1,000	-	-	-	-	101	101	399	79.81%
<b>Total Misc.</b>	500	1,000	500	-	-	-	-	101	101	899	89.91%
<b>Total Human Resources</b>	\$ 69,500	\$ 73,000	\$ 3,500	\$ -	\$ 1,597	\$ 7,627	\$ 9,224	\$ 4,050	\$ 13,274	\$ 59,726	81.82%
Notes: Increased to provide for additional operational expenses.											

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4730 Non-Departmental</b>											
<b>Operations</b>											
2200 Employee Engagement	-	20,000	20,000	26	1,220	2,906	4,152	2,045	4,152	15,848	79.24%
2400 Office Supplies	-	2,500	2,500	-	171	145	316	-	316	2,184	87.37%
2800 Postage & Shipping	-	2,500	2,500	-	-	521	521	-	521	1,979	79.15%
<b>Total Operations</b>	-	25,000	25,000	26	1,391	3,572	4,989	2,045	4,989	20,011	80.04%
<b>Insurance</b>											
4100 Liability Insurance	170,000	172,000	2,000	106,912	-	298	107,210	-	107,210	64,790	37.67%
<b>Total Insurance</b>	170,000	172,000	2,000	106,912	-	298	107,210	-	107,210	64,790	37.67%
<b>Debt Service</b>											
5200 Bond Principal Payments	715,000	715,000	-	-	-	-	-	-	-	715,000	100.00%
5300 Debt Interest	1,065,250	1,065,250	-	-	-	-	-	-	-	1,065,250	100.00%
5300 Debt Related Fees	-	-	-	-	-	-	-	-	-	-	0.00%
<i>Series 2021 Sales Tax Bond UPD Debt Related Fees</i>											
<b>Total Debt Service</b>	1,780,250	1,780,250	-	-	-	-	-	-	-	1,780,250	100.00%
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	40,000	40,000	-	-	-	300	300	340	640	39,360	98.40%
6200 Bank Charges	70,000	100,000	30,000	5,853	4,387	20,216	30,456	6,376	36,832	63,168	63.17%
<b>Total Misc.</b>	110,000	140,000	30,000	5,853	4,387	20,516	30,756	6,716	37,472	102,528	73.23%
<b>Other Financing Uses</b>											
9100 Contribution to Fund Balance	482,000	482,000	-	-	-	-	-	-	-	482,000	100.00%
9200 Due Other Govt. Entity	61,000	61,000	-	-	-	-	-	-	-	61,000	100.00%
9300 Transfer to CIP Fund	1,198,804	2,674,628	1,475,824	-	-	-	-	-	-	2,674,628	100.00%
9400 Transfer to Stormwater Fund	-	-	-	-	-	-	-	-	-	-	0.00%
<b>Total Other Financing Uses</b>	1,741,804	3,217,628	1,475,824	-	-	-	-	-	-	3,217,628	100.00%
<b>Total Non-Departmental</b>	\$ 3,802,054	\$ 5,334,878	\$ 1,532,824	\$ 112,790	\$ 5,778	\$ 24,387	\$ 142,956	\$ 8,761	\$ 149,672	\$ 5,185,206	97.19%

Notes: Increased to provide additional operational funds as well as additional transfer to CIP.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4740 Business License Administration</b>											
Personnel Services											
1100 Salaries & Wages	122,000	122,000	-	7,075	9,429	9,423	25,928	9,537	35,465	86,535	70.93%
Business License Administrator											
(Includes stipend for working medical insurance)											
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1300 Over-Time Wages	2,500	2,500	-	120	144	-	264	161	426	2,074	82.97%
1400 Employee Benefits	75,000	75,000	-	6,158	5,338	5,306	16,802	5,370	22,172	52,828	70.44%
Total Personnel	199,500	199,500	-	13,354	14,911	14,729	42,994	15,068	58,062	141,438	70.90%
Operating Expenses											
2100 Books, Subscriptions, Memb.	500	500	-	-	-	-	-	70	70	430	86.00%
2300 Travel	1,500	1,500	-	-	-	-	-	103	103	1,397	93.14%
2400 Office Supplies	-	250	250	-	8	-	8	-	8	242	96.80%
2500 Equipment/Supplies	250	250	-	-	-	-	-	-	-	250	100.00%
Total Operating	2,250	2,500	250	-	8	-	8	173	181	2,319	92.76%
Professional & Contracted Services											
3100 Professional Services	-	-	-	-	-	-	-	-	-	-	0.00%
3300 Training	1,500	1,500	-	-	-	-	-	215	215	1,285	85.67%
Total Professional & Contracted	1,500	1,500	-	-	-	-	-	215	215	1,285	85.67%
Miscellaneous Expenses											
6100 Misc. Expenses	500	500	-	-	-	-	-	-	-	500	100.00%
Total Misc.	500	500	-	-	-	-	-	-	-	500	100.00%
Total Business License Administration	\$ 203,750	\$ 204,000	\$ 250	\$ 13,354	\$ 14,919	\$ 14,729	\$ 43,002	\$ 15,456	\$ 58,458	\$ 145,542	71.34%

Notes: Minor increase for office supplies.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4800 Facilities Administration</b>											
<b>Facilities Administration</b>											
<b>Personnel Services</b>											
1100 Salaries & Wages	121,750	121,750	-	7,101	9,482	9,482	26,065	9,482	35,547	86,203	70.80%
<i>City Facilities Director</i>											
<i>(Includes stipend for working medical insurance and cell phone stipend if applicable)</i>											
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1300 Over-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1400 Employee Benefits	55,000	55,000	-	2,926	3,954	3,954	10,833	3,954	14,787	40,213	73.11%
<b>Total Personnel</b>	<b>176,750</b>	<b>176,750</b>	<b>-</b>	<b>10,026</b>	<b>13,436</b>	<b>13,436</b>	<b>36,898</b>	<b>13,436</b>	<b>50,334</b>	<b>126,416</b>	<b>71.52%</b>
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	3,000	3,000	-	-	-	-	-	120	120	2,880	96.00%
2300 Travel	3,000	3,000	-	-	-	-	-	-	-	3,000	100.00%
2500 Equipment/Supplies	2,000	2,000	-	-	-	-	-	-	-	2,000	100.00%
<b>Total Operating</b>	<b>8,000</b>	<b>8,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>120</b>	<b>120</b>	<b>7,880</b>	<b>98.50%</b>
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	5,000	5,000	-	-	-	-	-	-	-	5,000	100.00%
3300 Training	4,000	4,000	-	-	-	-	-	-	-	4,000	100.00%
<b>Total Professional &amp; Contracted</b>	<b>9,000</b>	<b>9,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,000</b>	<b>100.00%</b>
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	7,500	7,500	-	-	-	-	-	-	-	7,500	100.00%
<b>Total Misc.</b>	<b>7,500</b>	<b>7,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,500</b>	<b>100.00%</b>
<b>Total Facilities Administration</b>	<b>\$ 201,250</b>	<b>\$ 201,250</b>	<b>\$ -</b>	<b>\$ 10,026</b>	<b>\$ 13,436</b>	<b>\$ 13,436</b>	<b>\$ 36,898</b>	<b>\$ 13,556</b>	<b>\$ 50,454</b>	<b>\$ 150,796</b>	<b>74.93%</b>

Notes: No change.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
100-4820 Facilities											
Operating Expenses											
2400 Office Supplies	-	1,000	1,000	-	-	230	230	-	230	770	77.01%
2500 Equipment/Supplies	100,000	100,000	-	158	1,679	595	2,432	5,936	8,368	91,532	91.63%
2600 Building Maintenance	40,000	40,000	-	-	6,105	98	6,203	-	6,203	33,797	84.49%
2700 Utilities	300,000	300,000	-	1,770	4,645	4,555	10,970	11,379	22,298	277,702	92.57%
Electricity											
Natural Gas											
Telephone											
Waste & Disposal											
Water & Sewer											
Total Operating	440,000	441,000	1,000	1,927	12,429	5,478	19,835	17,264	37,099	403,501	91.59%
Professional & Contracted Services											
3100 Professional Services	200,000	200,000	-	120	1,980	1,980	4,079	1,870	5,949	194,051	97.03%
3300 Training	-	-	-	-	-	-	-	-	-	-	0.00%
Total Professional & Contracted	200,000	200,000	-	120	1,980	1,980	4,079	1,870	5,949	194,051	97.03%
Debt Service											
5400 Leases	80,000	70,000	(10,000)	32,516	16,258	16,258	65,032	-	65,032	4,968	7.10%
Miscellaneous Expenses											
6100 Misc. Expenses	15,000	15,000	-	-	60	-	60	996	1,056	13,944	92.96%
Total Misc.	15,000	15,000	-	-	60	-	60	996	1,056	13,944	92.96%
Capital											
7400 Furniture, Fixtures, Equipment	-	25,000	25,000	-	-	-	-	4,557	4,557	20,443	81.77%
Total Capital Expenses	-	25,000	25,000	-	-	-	-	4,557	4,557	20,443	81.77%
Total Facilities	\$ 735,000	\$ 726,000	\$ (9,000)	\$ 34,563	\$ 30,727	\$ 23,716	\$ 89,006	\$ 24,687	\$ 113,693	\$ 637,307	87.78%

Notes: Overall decrease related to discontinued  
lease payments.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
100-4830 Fleet											
Operating Expenses											
2500 Equipment/Supplies	10,000	10,000	-	-	-	195	195	29	224	9,776	97.76%
2650 Vehicle Maintenance	20,000	20,000	-	323	3,454	6,626	10,403	259	10,662	9,338	46.69%
2900 Fuel	40,000	40,000	-	911	2,292	3,063	6,265	2,674	8,940	31,060	77.55%
Total Operating Expenses	70,000	70,000	-	1,234	5,746	9,883	16,863	2,963	19,825	50,175	71.88%
Miscellaneous Expenses											
6100 Misc. Expenses	-	500	500	-	76	-	76	-	76	424	84.89%
Total Misc.	-	500	500	-	76	-	76	-	76	424	84.89%
Capital Expenses											
7500 Vehicles	-	-	-	-	-	-	-	-	-	-	0.00%
Total Capital Expenses	-	-	-	-	-	-	-	-	-	-	0.00%
Total Fleet	\$ 70,000	\$ 70,500	\$ 500	\$ 1,234	\$ 5,822	\$ 9,883	\$ 16,938	\$ 2,963	\$ 19,901	\$ 50,599	71.77%

Notes: Minor increase to cover misc. expenses.



MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4840 IT Management</b>											
Operating Expenses											
2500 Equipment/Supplies	325,000	25,000	(300,000)	-	399	343	741	825	1,566	23,434	93.74%
2550 Software	-	300,000	300,000	30,194	3,667	27,357	61,218	3,095	64,313	235,687	78.56%
Financial Management Software				24,694							
Misc. Software				5,500							
2700 Utilities	35,000	35,000	-	-	4,067	-	4,067	2,404	6,471	28,529	81.51%
Telephone	35,000	35,000	-	-	4,067	-	4,067	2,404	6,471	28,529	81.51%
Professional & Contracted Services	360,000	360,000	-	30,194	8,133	27,699	66,026	6,324	72,351	287,649	79.90%
3100 Professional Services	150,000	150,000	-	-	20,281	205	20,486	11,100	31,586	118,414	78.94%
Les Olson IT											
3300 Training	-	-	-	-	-	-	-	-	-	-	0.00%
Total Professional & Contracted	150,000	150,000	-	-	20,281	205	20,486	11,100	31,586	118,414	78.94%
Miscellaneous Expenses	2,000	2,000	-	-	-	-	-	-	-	2,000	100.00%
6100 Misc. Expenses	2,000	2,000	-	-	-	-	-	-	-	2,000	100.00%
Total Misc.	2,000	2,000	-	-	-	-	-	-	-	2,000	100.00%
Capital	35,000	35,000	-	-	643	(113)	530	5,971	6,502	28,498	81.42%
7400 Equipment (Computers, etc.)	35,000	35,000	-	-	643	(113)	530	5,971	6,502	28,498	81.42%
Total Capital	35,000	35,000	-	-	643	(113)	530	5,971	6,502	28,498	81.42%
Total IT Management	547,000	547,000	-	30,194	29,057	27,792	87,043	23,396	110,438	436,562	79.81%

Notes: Overall, no change.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-4900 PLANNING &amp; ZONING</b>											
<b>100-4910 Planning &amp; Zoning</b>											
<b>Personnel Services</b>											
1100 Salaries & Wages	820,000	820,000	-	47,778	64,138	64,125	176,041	64,122	240,164	579,836	70.71%
ACW/Planning & Zoning Director Planning Engineer Development Review Engineer II Development Review Specialist Long Range Planning Manager Current Planning Manager Planner I (2) Planning Adm Assistant (Includes stipend for working medical insurance and cell phone stipend if applicable)											
1200 Part-Time Wages	-	-	-	-	-	-	-	-	-	-	0.00%
1300 Over-Time Wages	15,000	20,000	5,000	920	2,491	2,095	5,506	723	6,229	13,771	68.86%
1400 Employee Benefits	310,000	310,000	-	22,569	21,790	21,699	66,058	21,374	87,431	222,569	71.80%
<b>Total Personnel</b>	<b>1,145,000</b>	<b>1,150,000</b>	<b>5,000</b>	<b>71,267</b>	<b>88,419</b>	<b>87,919</b>	<b>247,604</b>	<b>86,219</b>	<b>333,824</b>	<b>816,176</b>	<b>70.97%</b>
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	3,500	3,500	-	-	135	-	135	794	929	2,571	73.46%
2300 Travel	9,000	9,000	-	100	1,912	-	2,012	12	2,024	6,976	77.51%
2400 Office Supplies	500	500	-	-	-	28	28	-	28	472	94.49%
2500 Equipment/Supplies	1,000	1,000	-	-	-	-	-	-	-	1,000	100.00%
<b>Total Operating</b>	<b>14,000</b>	<b>14,000</b>	<b>-</b>	<b>100</b>	<b>2,047</b>	<b>28</b>	<b>2,174</b>	<b>806</b>	<b>2,980</b>	<b>11,020</b>	<b>78.71%</b>
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	200,000	200,000	-	-	13,646	14,900	28,546	16,416	44,961	155,039	77.52%
Misc. Studies Code Recodification St. County Addressing St. County Surveying											
3200 Contracted Services	30,000	30,000	-	-	-	444	444	840	1,284	28,716	95.72%
3300 Training	15,000	15,000	-	-	-	275	275	-	275	14,725	98.17%
3400 Printing	1,000	1,000	-	-	-	-	-	-	-	1,000	100.00%
<b>Total Professional &amp; Contracted</b>	<b>246,000</b>	<b>246,000</b>	<b>-</b>	<b>-</b>	<b>13,646</b>	<b>15,619</b>	<b>29,265</b>	<b>17,256</b>	<b>46,520</b>	<b>199,480</b>	<b>81.09%</b>
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	2,500	15,000	12,500	-	-	6,160	6,160	-	6,160	8,841	58.94%
6300 Meals	-	5,000	5,000	-	166	174	340	119	459	4,541	90.82%
<b>Total Misc.</b>	<b>2,500</b>	<b>20,000</b>	<b>17,500</b>	<b>-</b>	<b>166</b>	<b>6,334</b>	<b>6,499</b>	<b>119</b>	<b>6,619</b>	<b>8,841</b>	<b>44.20%</b>
<b>Total Planning &amp; Zoning</b>	<b>\$ 1,407,500</b>	<b>\$ 1,430,000</b>	<b>\$ 22,500</b>	<b>\$ 71,367</b>	<b>\$ 104,277</b>	<b>\$ 109,899</b>	<b>\$ 285,543</b>	<b>\$ 104,400</b>	<b>\$ 389,943</b>	<b>\$ 1,035,516</b>	<b>72.41%</b>

Notes: Increased to provide funding for various operational expenses.

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
<b>100-5100 PUBLIC WORKS</b>											
<b>Public Works</b>											
<b>Personnel Services</b>											
1100 Salaries & Wages	495,000	495,000	-	27,708	37,026	36,865	101,599	36,999	138,598	356,402	72.00%
Public Works Director											
Staff Engineer I											
Public Works Operations Manager											
Public Works Inspector II											
GIS/Webware Technician											
GIS Specialist/Inspector I (50%)											
Permit Technician (50%)											
(Includes stipend for working medical insurance and cell phone stipend if applicable)											
1200 Part-Time Wages	10,000	10,000	-	-	-	-	-	-	-	10,000	100.00%
1300 Over-Time Wages	7,500	7,500	-	-	-	-	-	-	-	7,500	100.00%
1400 Employee Benefits	215,000	215,000	-	14,707	13,960	13,934	42,600	13,962	56,562	158,438	73.69%
<b>Total Personnel</b>	<b>727,500</b>	<b>727,500</b>	<b>-</b>	<b>42,415</b>	<b>50,986</b>	<b>50,799</b>	<b>\$ 144,199</b>	<b>\$ 50,960</b>	<b>\$ 195,160</b>	<b>\$ 532,340</b>	<b>73.17%</b>
<b>Operating Expenses</b>											
2100 Books, Subscriptions, Memb.	12,000	12,000	-	-	-	-	-	-	-	12,000	100.00%
2300 Travel	5,000	5,000	-	-	-	-	-	-	-	5,000	100.00%
2400 Office Supplies	-	1,200	1,200	-	53	-	53	327	381	819	68.28%
2500 Equipment/Supplies	3,500	3,500	-	-	-	-	-	-	-	3,500	100.00%
2700 Utilities	38,000	38,000	-	237	3,988	4,633	8,858	3,294	12,152	25,848	68.02%
2800 Postage & Shipping	-	-	-	-	-	-	-	-	-	-	0.00%
<b>Total Operating</b>	<b>58,500</b>	<b>59,700</b>	<b>1,200</b>	<b>237</b>	<b>4,041</b>	<b>4,633</b>	<b>\$ 8,911</b>	<b>\$ 3,622</b>	<b>\$ 12,533</b>	<b>\$ 47,167</b>	<b>79.01%</b>
<b>Professional &amp; Contracted Services</b>											
3100 Professional Services	200,000	200,000	-	62,494	-	-	62,494	-	62,494	137,506	68.75%
3200 Contracted Services	450,000	450,000	-	-	-	-	-	-	-	450,000	100.00%
ST County Parks	3,327,752	3,327,752	-	-	-	-	-	416,931	416,931	2,910,821	87.47%
ST County Public Works	6,500	6,500	-	-	-	-	-	-	-	6,500	100.00%
3300 Training	-	-	-	-	-	-	-	-	-	-	0.00%
3400 Printing	3,984,252	3,984,252	-	62,494	-	-	62,494	416,931	479,425	3,504,827	87.97%
<b>Total Professional &amp; Contracted</b>	<b>3,984,252</b>	<b>3,984,252</b>	<b>-</b>	<b>62,494</b>	<b>-</b>	<b>-</b>	<b>\$ 62,494</b>	<b>\$ 416,931</b>	<b>\$ 479,425</b>	<b>\$ 3,504,827</b>	<b>87.97%</b>
<b>Miscellaneous Expenses</b>											
6100 Misc. Expenses	2,500	2,500	-	-	-	6	6	159	159	2,494	99.76%
6300 Meals	-	1,500	1,500	-	-	-	-	159	159	1,341	89.40%
<b>Total Misc.</b>	<b>2,500</b>	<b>4,000</b>	<b>1,500</b>	<b>-</b>	<b>-</b>	<b>6</b>	<b>\$ 6</b>	<b>\$ 159</b>	<b>\$ 165</b>	<b>\$ 3,835</b>	<b>95.87%</b>
<b>Total Public Works</b>	<b>\$ 4,772,752</b>	<b>\$ 4,775,452</b>	<b>\$ 2,700</b>	<b>\$ 105,147</b>	<b>\$ 55,027</b>	<b>\$ 55,437</b>	<b>\$ 215,611</b>	<b>\$ 471,672</b>	<b>\$ 687,283</b>	<b>\$ 4,088,169</b>	<b>85.61%</b>
Notes: Increased to provide funding for various operational expenses.											

MILLCREEK FY 2023-24 GENERAL FUND EXPENSE BUDGET												
Department Budget		FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amount of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Budget Available	% Budget Available (67% of budget year remaining)
Fund 111	Class B & C Road											
	Class B & C Road Expenditures	2,400,000	2,400,000	-	-	-	-	-	-	-	2,400,000	100.00%
	2650 Class C Road Maintenance											
	Total Class B & C Road	\$ 2,400,000	\$ 2,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	100.00%
Notes: No change.												

Exhibit A  
FY 2023-24  
Budget Amendment #1

MILLCREEK FY 2023-24 CAPITAL IMPROVEMENT FUND REVENUE BUDGET										
CAPITAL IMPROVEMENT PROJECT FUND	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amt. of Change	Received Jul	Received Aug	Received Sep	Total Received 1st Quarter	Received Oct	Total Received	% Received
450 CIP REVENUE										
3300 INTERGOVERNMENTAL										
3360 Intergovernmental - CIP	-	-	-	-	-	-	-	-	-	0.00%
Land & Water Conservation Grant (Millcreek Common II)	-	2,500,000	2,500,000	-	-	-	-	-	-	0.00%
Total Intergovernmental	-	2,500,000	2,500,000	-	-	-	-	-	-	0.00%
3600 MISCELLANEOUS										
3610 Interest Earnings	400,000	425,883	25,883	26,296	18,884	9,732	54,911	-	54,911	13.73%
Series 2021 Bond Interest	-	-	-	-	-	-	-	-	-	0.00%
3620 Misc.	-	-	-	-	-	-	-	-	-	0.00%
Total Miscellaneous	400,000	425,883	25,883	26,296	18,884	9,732	54,911	-	54,911	13.73%
3800 CONTRIBUTIONS										
3820 Use of CIP Fund Balance	23,500	34,250,000	34,226,500	-	-	-	-	-	-	0.00%
Brought Forward from FY23	-	-	-	-	-	-	-	-	-	0.00%
Total Contributions	23,500	34,250,000	34,226,500	-	-	-	-	-	-	0.00%
3900 OTHER SOURCES										
3910 Transfer from General Fund	1,198,804	2,674,628	1,475,824	-	-	-	-	-	-	0.00%
City Hall Bond Funds	-	-	-	-	-	-	-	-	-	0.00%
Additional GF	-	-	-	-	-	-	-	-	-	0.00%
3920 Transfer from Storm Water Fund	-	-	-	-	-	-	-	-	-	0.00%
SW CIP funds to be managed within SW Fund	1,198,804	2,674,628	1,475,824	-	-	-	-	-	-	0.00%
Total Other Sources	1,198,804	2,674,628	1,475,824	-	-	-	-	-	-	0.00%
Total CIP Revenue	\$ 1,622,304	\$ 39,850,511	\$ 38,228,207	\$ 26,296	\$ 18,884	\$ 9,732	\$ 54,911	\$ -	\$ 54,911	3.38%



Exhibit A  
FY 2023-24  
Budget Amendment #1

MILLCREEK FY 2023-24 CAPITAL IMPROVEMENT FUND EXPENSE BUDGET											
	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amt. of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Balance Available	% Budget Available
CAPITAL IMPROVEMENT PROJECT FUND											
Capital Projects Expenses											
450-5410 Capital Improvement Projects											
5200 Debt Interest	-	95,203	95,203	-	-	-	-	95,203	95,203	-	0.00%
5500 Debt Principal Payment	-	300,164	300,164	-	-	-	-	300,164	300,164	-	0.00%
7100 Land	-	-	-	-	-	-	-	-	-	-	0.00%
7310 General CIP	223,500	226,500	3,000	-	28,100	3,840	31,940	26,247	58,187	168,313	74.31%
Pavement Preservation											
3900 S: 1-215 to 2300 E											
Reconstruction-Potential CO					6,500						
900 E:3900 S to 4500 S Safety											
Improvements											
3800 S Skyline HS Intersection											
Neffs Canyon Debris Basin SIV											
2000 E: Siggard to City Line											
Mill Creek Cyn Tollgate											
1300 E: 4500 S to 4145 S											
Signal: Main Street and Central Ave											
Murray Holiday Blvd (Overlay											
Utility Lowering											
Signal: Highland/Murray Holiday											
Design work for Eagle sculpture in											
Skyline Round about											
Welcome sign @ 3900 S Skybridge											
7311 HB244 Projects	-	5,502,820	5,502,820	-	-	-	-	70,511	70,511	5,432,309	98.72%
Chambers Avenue											
2000 East											
1300 East: 3300 S to 3900 S											
1300 East: 3900 S to 4200 S											
Neffs Canyon											
7320 Sidewalk Projects	550,000	550,000	-	2,000	21,685	34,567	58,252	(3,668)	54,584	495,416	90.08%
SW 50/50 Program				2,000			2,000		2,000		
SW Cutting (Trip Hazards)											
3300 S: 2600 E to 2700 E - CO											
Neffs Lane					21,685				21,685		
3300 S: 1885 E to 1940 E							21,685				
3900 S: Trail Corridor Improvements											
4500 S:1500 E to 1630 E											
State SW Projects											
Sidewalk: Various locations - Misc.											
7330 Traffic Calming	50,000	50,000	-	-	-	-	-	-	-	50,000	100.00%
Sign Replacement											
7350 Active Transportation	-	1,600,000	1,600,000	1,510,200	11,759	14,808	1,536,767	25,697	1,562,463	37,537	2.35%
JRT Trail (UDOT Funds)				1,510,200							
3900 South					11,759						



Exhibit A  
FY 2023-24  
Budget Amendment #1

MILLCREEK FY 2023-24 CAPITAL IMPROVEMENT FUND EXPENSE BUDGET											
	FY 2023-24 Adopted Budget	FY 2023-24 Amendment #1	Amt. of Change	Expenditures Jul	Expenditures Aug	Expenditures Sep	1st Quarter Expenditures	Expenditures Oct	Total Expenditures	Balance Available	% Budget Available
7360 Lighting	100,000	100,000	-	-	-	-	-	-	-	100,000	100.00%
Street Lights											
Signal: Signal Detection Upgrades											
7370 Non PW Projects	698,804	30,675,824	29,977,020	1,905,092	2,520,931	1,925,081	6,351,105	2,436,117	8,787,221	21,888,603	71.35%
City Hall (Bond; Bond Interest; ARPA Funds; PM Grant; General Fund Transfer)		12,000,000	-	1,905,092	2,460,873	1,925,081	6,291,047	1,471,864	7,762,911	4,237,089	
Parking Structure (Redevelopment & ARPA)		11,000,000	-	-	-	-	-	962,402	962,402	10,037,598	
Millcreek Common II		4,725,824	-	-	60,058	-	60,058	-	60,058	4,665,766	
Pickleball		1,200,000	-	-	-	-	-	1,500	1,500	1,198,500	
Underground Power Line		750,000	-	-	-	-	-	351	351	749,649	
Chambers Avenue		1,000,000	-	-	-	-	-	-	-	1,000,000	
9100 CIP Fund Balance	-	750,000	750,000	-	-	-	-	-	-	750,000	100.00%
<b>Total CIP</b>	<b>\$ 1,622,304</b>	<b>\$ 39,850,511</b>	<b>\$ 38,228,207</b>	<b>\$ 3,417,292</b>	<b>\$ 2,582,475</b>	<b>\$ 1,978,296</b>	<b>\$ 7,978,063</b>	<b>\$ 2,554,903</b>	<b>\$ 10,532,967</b>	<b>28,922,177</b>	<b>72.58%</b>



# MILLCREEK

## FY 2023-24 FEE SCHEDULE

ITEM	DESCRIPTION	CODE	FEE	ADOPTION/ AMENDED DATE
<b>BUILDING PERMIT FEES</b>				
<b>Administrative Fees</b>				
28	Board of Appeals Hearing	15-08-040	\$300.00	11/13/2023
<b>RECREATION FEES</b>				
<b>Millcreek Common Event - Venue Sales</b>				
256	Food Truck or Food/Drink Space Outside of a Special Event	3-54-010	10% of total sales	11/13/2023
257	Not for Profit Discount on Event Spaces (Cannot be combined with any other discounts)	3-54-010	50% off original cost	11/13/2023
258	Millcreek Resident Discount on Event Spaces (Cannot be combined with any other discounts)	3-54-010	20% off original cost	11/13/2023
259	Millcreek Employee Discount on Event Spaces (Cannot be combined with any other discounts)	3-54-010	50% off original cost	11/13/2023
<b>Booth Fees During Special Events</b>				
	Tier 1:			
260	Vendor	3-54-010	\$150.00	11/13/2023
261	Food	3-54-010	\$250.00	11/13/2023
	Tier 2:			
262	Vendor	3-54-010	\$75.00	11/13/2023
263	Food	3-54-010	\$100.00	11/13/2023
	Tier 3:			
264	Vendor	3-54-010	\$45.00	11/13/2023
265	Food	3-54-010	\$65.00	11/13/2023
<b>Harvest Market</b>				
	Pre-packaged Food Booth:			
266	Single	3-54-010	\$35.00	11/13/2023
267	Season	3-54-010	\$140.00	11/13/2023
	Artisan Food Booth:			
268	Single	3-54-010	\$50.00	11/13/2023
269	Season	3-54-010	\$200.00	11/13/2023
	Food Booth - On-site Preparation:			
270	Single	3-54-010	\$50.00	11/13/2023
271	Season	3-54-010	\$200.00	11/13/2023
	Farm Food Booth:			
272	Single	3-54-010	\$25.00	11/13/2023
273	Season	3-54-010	\$100.00	11/13/2023
<b>Micro-Retail Storefronts (Public Market at Millcreek Common)</b>				
274	10' x 10' stall (includes secure garage door frontage)	3-54-010	Lease terms: \$200/month plus 7% of sales October - January with option to renew	11/13/2023
<b>Central Market Stands (Public Market at Millcreek Common)</b>				
275	8' x 8' stand (includes back wall to hang fixtures and soft walls for overnight security)	3-54-010	Lease terms: 25% of sales, October - January	11/13/2023
<b>Millcreek Common Miscellaneous Rentals and Services</b>				
286	Canopy	3-54-010	\$100/piece	11/13/2023
287	21' x 21' Dark Maple Dance Floor	3-54-010	\$400.00	11/13/2023

**MILLCREEK, UTAH**  
**ORDINANCE NO. 23-42**

**AN ORDINANCE APPROVING AND AMENDING A  
DEVELOPMENT AGREEMENT WITH RESPECT TO AN AFFORDABLE MULTI-  
FAMILY HOUSING PROJECT TO BE KNOWN AS “THE HOWICK” WHICH WILL  
BE LOCATED AT 4101 SOUTH HOWICK STREET, MILLCREEK**

**WHEREAS**, the Millcreek Council (“Council”) met in regular meeting on November 13, 2023, to consider, among other things, approving and amending a development agreement (“Agreement”) with respect to an affordable multi-family housing project to be known as “The Howick” which will be located at 4101 South Howick Street, Millcreek; and

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

**WHEREAS**, staff presented to the Council an Amended Development Agreement for the referenced property; and

**WHEREAS**, the Agreement erroneously stated the Developer is the owner of the Property and will convey the Property to The Howick, LLLP, a Utah limited liability company (sic); and

**WHEREAS**, BlueLine Development, Inc., a Montana corporation, is the current owner of the property subject to the Agreement and will convey such property to Howick, LLLP, a Utah limited liability limited partnership; and

**WHEREAS**, the parties to the Agreement desire to amend the Agreement (“Amended Agreement”), a copy of which is attached hereto, to correctly describe the ownership and forthcoming conveyance of the property, and to make other technical corrections; and

**WHEREAS**, after careful consideration the Council has determined that it is in the best interest of health, safety, and welfare of the residents of the City to approve the Amended Agreement.

**NOW, THEREFORE, BE IT ORDAINED** that the Council hereby approves the Amended Amendment and directs the Mayor and Recorder to execute and deliver the Amended Agreement.

**PASSED AND APPROVED** this 13<sup>th</sup> day of November, 2023.

## MILLCREEK

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

**ATTEST:**

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

### Roll Call Vote:

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

### CERTIFICATE OF POSTING

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

ORDINANCE 23-42: AN ORDINANCE APPROVING AND AMENDING A DEVELOPMENT AGREEMENT WITH RESPECT TO AN AFFORDABLE MULTI-FAMILY HOUSING PROJECT TO BE KNOWN AS “THE HOWICK” WHICH WILL BE LOCATED AT 4101 SOUTH HOWICK STREET, MILLCREEK was adopted the 13<sup>th</sup> day of November, 2023 and that a copy of the foregoing Ordinance 23-42 was posted in accordance with Utah Code 10-3-711 this \_\_\_\_ day of November, 2023.

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

WHEN RECORDED RETURN TO:

Millcreek  
Attn: Jeff Silvestrini  
1330 East Chambers Avenue  
Millcreek, UT 84106

### **AMENDMENT TO DEVELOPMENT AGREEMENT**

This Amendment to Development Agreement between Millcreek, a Utah municipal authority, and the Community Development Corporation of Utah, a Utah nonprofit corporation (this “Amendment”) is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Amendment Effective Date”) by and between Millcreek (the “City”), and the Community Development Corporation of Utah (the “Developer”).

### **RECITALS**

WHEREAS, the City and the Developer entered into that certain Development Agreement, dated September 1, 2022, and recorded in the Office of the Salt Lake County Recorder in Book 11370, Page 7163, as Document No. 14012426 (the “Agreement”), relating to the development of an affordable multi-family housing project to be known as “The Howick” (the “Project”), which will be located at 4101 South Howick Street, Millcreek, Salt Lake County, Utah, as more particularly described in Exhibit “A” (the “Property”);

WHEREAS, the Agreement erroneously stated the Developer is the owner of the Property and will convey the Property to The Howick, LLLP, a Utah limited liability company (sic);

WHEREAS, BlueLine Development, Inc., a Montana corporation, is the current owner of the Property and will convey the Property to Howick, LLLP, a Utah limited liability limited partnership;

WHEREAS, the City and the Developer now desire to amend the Agreement to correctly describe the ownership and forthcoming conveyance of the Property, and to make other technical corrections, as more fully set forth below.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

1. Owner of the Property. Recital A of the Agreement is hereby deleted in its entirety and amended and restated as follows (changed language is italicized for convenience):

*BlueLine Development Inc., a Montana corporation (the "Owner"), is the owner of certain real property located at or near 4101 South Howick Street, Millcreek City, Salt Lake County, Utah, as more particularly described in Exhibit "A" (the "Property").*

2. Description of the Partnership. Recital B of the Agreement is hereby deleted in its entirety and amended and restated as follows (changed language is italicized for convenience):

*Developer is the sole member and manager of CDCU-Howick, LLC, a Utah limited liability company (the "Co-General Partner"), the co-general partner of Howick, LLLP, a Utah limited liability limited partnership (the "Partnership").*

3. Conveyance of the Property. Recital C of the Agreement is hereby deleted in its entirety and amended and restated as follows (changed language is italicized for convenience):

*After the date hereof, the Owner intends to convey the property to the Partnership and the Developer intends to cause the Partnership to develop the Property as an affordable multi-family housing project as illustrated on the site plan (the "Site Plan") attached hereto as Exhibit "B."*

4. Conveyance of the Property. Exhibit "A" of the Agreement is hereby deleted and replaced with the Exhibit "A" attached hereto, which more accurately describes the Property and corrects an error in the historic legal description of record.

5. Estoppel. The City hereby acknowledges and agrees that as of the Amendment Effective Date, there are currently no Defaults existing under the Developer Agreement.

6. Capitalized Terms. The parties agree that capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Agreement.

7. Continuing Effect. Except as specifically amended by this Amendment, all other terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.



IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Amendment Effective Date.

**Community Development Corporation of Utah**, a  
Utah nonprofit corporation

\_\_\_\_\_  
By: J. Todd Reeder  
Its: Chief Executive Officer

STATE OF \_\_\_\_\_)

CITY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by J. Todd Reeder, the Chief Executive Officer of Community Development Corporation of Utah.

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

[Notarial Seal]

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Amendment Effective Date.

**Millcreek**, a Utah municipal  
authority

\_\_\_\_\_  
Jeff Silvestrini, Mayor

STATE OF UTAH )

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the Mayor of Millcreek, State of Utah.

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

[Notarial Seal]

## **EXHIBIT A**

**Parcel No.:** 15-36-453-055-0000

**Address:** 4101 South Howick Street  
Millcreek, UT 84107

### **Legal Description:**

BEGINNING AT A POINT WHICH ON THE NORTHERLY BOUNDARY AND RIGHT-OF-WAY LINE OF CENTRAL AVENUE SAID POINT BEING NORTH 89°50'24" WEST 1279.50 FEET ALONG THE SECTION LINE AND NORTH 0°09'36" EAST 81.43 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID NORTHERLY ROW LINE, AND WESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7099.40 FEET (CHORD BEARS NORTH 84°07'28" WEST 222.61 FEET), THROUGH A CENTRAL ANGLE OF 1°47'48", FOR AN ARC DISTANCE OF 222.62 FEET, THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, (CHORD BEARS NORTH 42°39'44" WEST 20.21 FEET), THROUGH A CENTRAL ANGLE OF 84°43'17", FOR AN ARC DISTANCE OF 22.18 FEET, TO A POINT ON THE EASTERLY ROW LINE OF HOWICK STREET; THENCE ALONG SAID EASTERLY ROW LINE NORTH 0°18'05" WEST 304.24 FEET; THENCE NORTH 89°41'55" EAST 242.59 FEET; THENCE SOUTH 0°58'35" WEST 343.22 FEET, TO THE POINT OF THE BEGINNING.

LOCATED IN THE SOUTHEAST OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MILLCREEK, SALT LAKE COUNTY, UTAH

**MILLCREEK, UTAH**  
**ORDINANCE NO. 23-43**

**AN ORDINANCE BANNING THE ISSUANCE OF NEW SHORT TERM RENTAL  
LICENSES UNTIL DECEMBER 31, 2023, AND AMENDING MILLCREEK CODE OF  
ORDINANCES CHAPTER 5.19 SHORT-TERM RENTALS**

**WHEREAS**, the Millcreek Council (the “Council”) met in regular session on November 13, 2023, to consider, among other things, approving an ordinance banning the issuance of new short-term rental licenses until December 31, 2023, and amending Millcreek Code of Ordinances Chapter 5.19 Short-Term Rentals; and

**WHEREAS**, City staff has recommended revisions to the Millcreek Business License Code Ordinance that would ban new short-term rental licenses until December 31, 2023, and amend Millcreek Code of Ordinances Chapter 5.19 Short-Term Rentals; and

**WHEREAS**, the Council is authorized to amend its business license code and the Council desires to ban new short-term rental licenses until December 31, 2023, and to amend Millcreek Code of Ordinances Chapter 5.19 Short-Term Rentals; and

**WHEREAS**, the Council has determined that based on staff recommendation that an ordinance banning the issuance of new short-term rental licenses until December 31, 2023, pending amendments to Millcreek Code of Ordinances Chapter 5.19 Short-Term Rentals is in the best interest of the public health, safety, and welfare of Millcreek residents; and

**NOW, THEREFORE, BE IT ORDAINED** by the Council to ban the issuance of new short-term rental licenses until December 31, 2023, and to repeal and reenact Millcreek Code of Ordinances Section 5.19.030 in its entirety and insert the following in lieu thereof:

**5.19.030 License; Required**

The City will not accept applications for a business license for any short-term rental in the City, and the City will not issue any new business licenses for any short-term rental in the City, until the earlier of December 31, 2023, or an amendment to this section of this Code.

This ordinance shall become effective immediately upon posting in accordance with Utah Code 10-3-711.

**PASSED AND APPROVED** this 13<sup>th</sup> day of November 2023.

**MILLCREEK**

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

**ATTEST:**

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

Roll Call Vote:

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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:  
ORDINANCE 23-43: AN ORDINANCE BANNING NEW SHORT TERM RENTAL  
LICENSES UNTIL DECEMBER 31, 2023, AND AMENDING MILLCREEK CODE OF  
ORDINANCES 5.19 SHORT-TERM RENTALS was adopted the 13<sup>th</sup> day of November 2023  
and that a copy of the foregoing Ordinance 23-43 was posted in accordance with Utah Code 10-  
3-711 this \_\_\_\_ day of November 2023.

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

**MILLCREEK, UTAH**  
**ORDINANCE NO. 23-44**

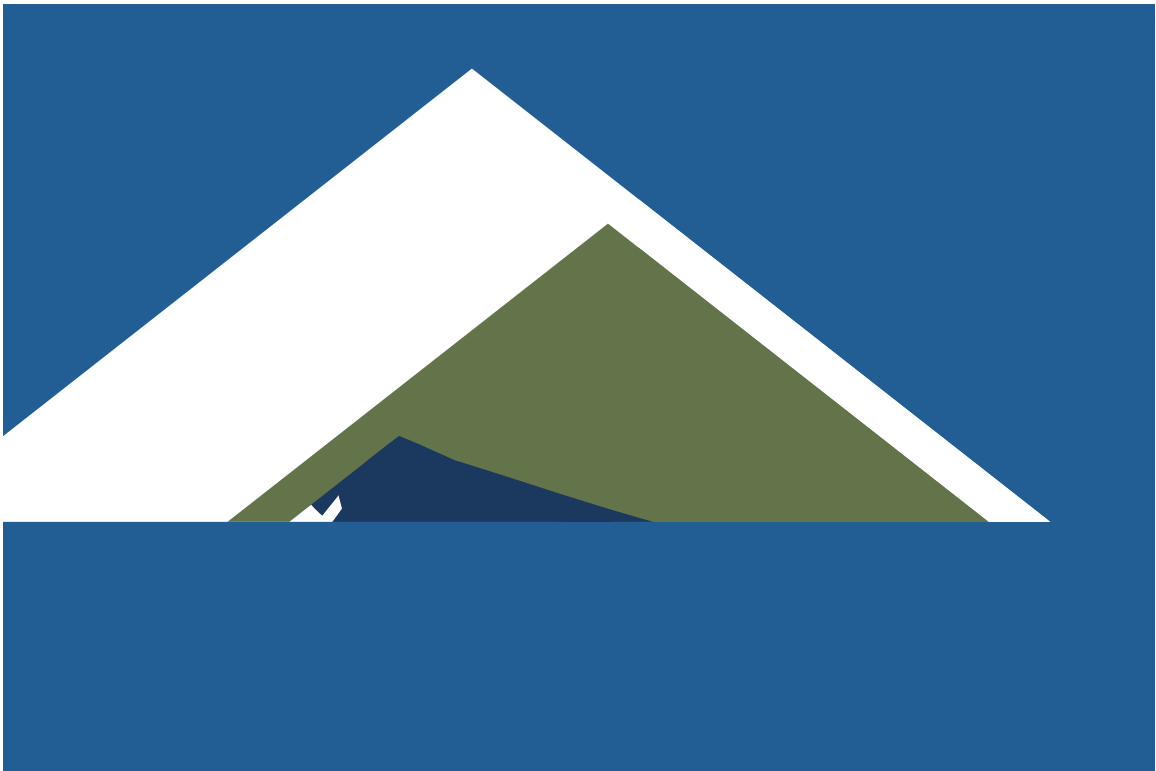
**AN ORDINANCE ADOPTING A CITY FLAG**

**WHEREAS**, the Millcreek Council (“Council”) met in regular session on November 13, 2023, to consider, among other things, approving an ordinance adopting a city flag; and

**WHEREAS**, the Council has been presented with various configurations and options for a flag; and

**WHEREAS**, the Council has concluded that the form of the flag presented to the Council is in the best interests of the health, safety, and welfare of the inhabitants of Millcreek; and is identified as a blue field interlaid with a charge of green mountains in the shape of a broad letter “M” capped with a fimbriation of white snow with a flowing creek of water beneath the mountains with a white emblem of a mill wheel in the foreground slightly left of center.

**NOW, THEREFORE, BE IT ORDAINED** by the Council that an official flag for the city be hereby adopted in the form presented to the Council, an illustration of which is set forth below.



The pantone colors to be used are as follows:



The blue of the sky and the base is: C:100 M:58 Y:21 K:4 or also R:0 G:99 B:148

The green of the mountains is: C:66 M:48 Y:80 K:0 or also R:113 G:124 B:87

The dark blue of the creek is: C:98 M:77 Y:37 K:26 or also R:23 G:62 B:98

The blue sky symbolizes the hope and vision of a new city, where the sky is the limit to the community's potential.

The white snow on the mountains represents the winter season and recreation beloved by the residents of Millcreek and the integrity and transparency that they expect from their municipal government.

The mountains represent the beautiful Wasatch Range of the Rocky Mountains that watch protectively over the city of Millcreek, specifically Grandeur Peak and Mount Olympus. The mountains in the shape of a letter "M" represent the name of the city: "Millcreek." The green color of the mountains represents the community's prosperity and the hope in the youth of the city.

The flowing creek represents primarily the city's namesake: Mill Creek, and secondarily the other waterways important to the city's topography: the Jordan River, Big Cottonwood Creek, Parley's Creek, and the many historic canals and irrigation ditches. It also represents the city's forward motion, flowing towards progress.

The mill wheel is in homage to the city's deep heritage and past, not only of the mills built along the creek in the pioneering era of the Nineteenth Century, but the effort that led to the industry of today. The ten spokes on the mill wheel represent the ten significant ethnicities and nations that settled in Millcreek:

- 1- The Goshutes
- 2- The Shoshones
- 3- The Utes
- 4- Mormon Pioneers
- 5- Pacific Islanders
- 6- Europeans
- 7- Hispanics
- 8- Africans
- 9- Asians
- 10- Future settlers of Millcreek

The overall sky, snow, mountains, and flowing water embody the city's motto of "Connected by Nature" – representing both the community's love for the natural environment and desire for connecting with it, as well as the communication and community-minded connectedness that comes naturally to Millcreek residents, businesses, and visitors.

This Ordinance shall take effect immediately.

**PASSED AND APPROVED** this 13<sup>th</sup> day of November 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

**CERTIFICATE OF POSTING**

I, the duly appointed recorder for Millcreek, hereby certify that:  
ORDINANCE 23-44: AN ORDINANCE ADOPTING A CITY FLAG was adopted the 13<sup>th</sup> day  
of November 2023 and that a copy of the foregoing Ordinance 23-44 was posted in accordance  
with Utah Code 10-3-711 this \_\_\_\_ day of November 2023.

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

**MILLCREEK, UTAH**  
**RESOLUTION NO. 23-49**

**A RESOLUTION ADOPTING A COMMUNITY RENEWABLE ENERGY PROGRAM  
AGREEMENT BETWEEN ROCKY MOUNTAIN POWER AND COMMUNITY  
RENEWABLE ENERGY AGENCY, TOWN OF ALTA, TOWN OF CASTLE VALLEY,  
COALVILLE CITY, CITY OF COTTONWOOD HEIGHTS, EMIGRATION CANYON  
TOWNSHIP, FRANCIS CITY, GRAND COUNTY, CITY OF HOLLADAY, KEARNS  
METRO TOWNSHIP, MILLCREEK, CITY OF MOAB, OAKLEY CITY, OGDEN  
CITY, PARK CITY, SALT LAKE CITY, SALT LAKE COUNTY, SUMMIT COUNTY,  
AND TOWN OF SPRINGDALE**

**WHEREAS**, the Millcreek Council (“*Council*”) met in regular session on November 13, 2023, to consider, among other things, approving a Community Renewable Energy Program Agreement Between Rocky Mountain Power and Community Renewable Energy Agency, Town of Alta, Town of Castle Valley, Coalville City, City of Cottonwood Heights, Emigration Canyon Township, Francis City, Grand County, City of Holladay, Kearns Metro Township, Millcreek, City of Moab, Oakley City, Ogden City, Park City, Salt Lake City, Salt Lake County, Summit County, and Town of Springdale (collectively the municipalities are referred to as “Communities”); and

**WHEREAS**, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code §§ 54-17-901 to -909, known as the “Community Renewable Energy Act (“Act”)”; and

**WHEREAS**, the Act authorizes the Public Service Commission of Utah to establish a community renewable energy program whereby qualifying communities may cooperate with qualified utilities to provide electric energy for participating customers from renewable energy resources, in an amount that equals their annual consumption; and

**WHEREAS**, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 (“Rules”); and

**WHEREAS**, Rock Mountain Power is a “qualified utility” as defined in Utah Code § 54-17-801; and

**WHEREAS**, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement with other eligible Communities to establish a decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues. On March 31, 2021, the Communities entered into such an agreement, entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program (“Governance Agreement”), through which each Community is a member of the

Agency, authorized under the Governance Agreement to make certain joint decisions on behalf of Communities that participate in the Program; and

**WHEREAS**, the Act provides that a customer of a qualified utility may be served by the Program if the community in which the customer resides satisfies certain requirements, including, adopting a resolution required by Utah Code § 54-17-903(2)(a); entering into an agreement with a qualified utility as required by Utah Code § 54-17-903(2)(b); adopting a local ordinance as required by Utah Code § 54-17-903(2)(c); and complying with any other terms or conditions required by the Commission; and

**WHEREAS**, the Communities passed a resolution stating a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from renewable energy resources by 2030, as required by Utah Code § 54-17-903(2)(a); and

**WHEREAS**, the City desires to enter into an agreement (“Agreement”), a copy of which is attached with a qualified utility as required by Utah Code § 54-17-903(2)(b), and to address various issues related to the Program.

**NOW, THEREFORE, BE IT RESOLVED** that the Council hereby approves the attached Agreement, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 23-49, shall take effect immediately on passage.

**PASSED AND APPROVED** by the Council this 13<sup>th</sup> day of November 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

**COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT**

**between**

**ROCKY MOUNTAIN POWER**

**and**

**COMMUNITY RENEWABLE ENERGY AGENCY, TOWN OF ALTA, TOWN OF  
CASTLE VALLEY, COALVILLE CITY, CITY OF COTTONWOOD HEIGHTS,  
EMIGRATION CANYON TOWNSHIP, FRANCIS CITY, GRAND COUNTY, CITY OF  
HOLLADAY, KEARNS METRO TOWNSHIP, MILLCREEK, CITY OF MOAB,  
OAKLEY CITY, OGDEN CITY, PARK CITY, SALT LAKE CITY, SALT LAKE  
COUNTY, SUMMIT COUNTY, AND TOWN OF SPRINGDALE**

Table of Appendices:

Appendix A – List of Communities

Appendix B – Agreement for Payment of Third-Party Expertise

Appendix C – Memorandum of Understanding

Appendix D – Communication Information



## **COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT**

This COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT (this “Agreement”), entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Execution Date”), is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the “Company”), the Community Renewable Energy Agency, an agency formed pursuant to the Interlocal Cooperation Act (the “Agency”), and each of the towns, municipalities, and counties listed in Appendix A hereto (individually, a “Community” and collectively the “Communities”) (each party hereto sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

### **RECITALS**

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code §§ 54-17-901 to -909, known as the “Community Renewable Energy Act”; and

WHEREAS, the Act authorizes the Public Service Commission of Utah to establish a community renewable energy program whereby qualifying communities may cooperate with qualified utilities to provide electric energy for participating customers from renewable energy resources, in an amount that equals their annual consumption; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 (“Rules”); and

WHEREAS, Company is a “qualified utility” as defined in Utah Code § 54-17-801;

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement with other eligible Communities to establish a decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues. On March 31, 2021, the Communities entered into such an agreement, entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program (“Governance Agreement”), through which each Community is a member of the Agency, authorized under the Governance Agreement to make certain joint decisions on behalf of Communities that participate in the Program; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the community in which the customer resides satisfies certain requirements, including, adopting a resolution required by Utah Code § 54-17-903(2)(a); entering into an agreement with a qualified utility as required by Utah Code § 54-17-903(2)(b); adopting a local ordinance as required by Utah Code § 54-17-903(2)(c); and complying with any other terms or conditions required by the Commission; and

WHEREAS, each Community has passed a resolution stating a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from renewable energy resources by 2030, as required by Utah Code § 54-17-903(2)(a); and

WHEREAS, the Parties enter into this Agreement to satisfy the requirements of Utah Code § 54-17-903(2)(b) and to address various issues related to the Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Company, Agency, and each Community hereby agree to the following terms and conditions:

## **SECTION 1**

### **DEFINITIONS**

1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

“Act” means the Community Renewable Energy Act, codified by the Utah State Legislature at Utah Code Ann. §§ 54-17-901 to -909, and as amended.

“Agency” has the meaning set forth in the opening paragraph of this Agreement.

“Application” means the application to be filed by the Company with the Commission seeking approval of the Program, as contemplated by Utah Code § 54-17-904(1).

“Annexed Customer” means a retail electric customer of Company with an electric service address located within an area annexed into a Participating Community after the Implementation Date, beginning on the date that such person becomes an Eligible Customer.

“Business Day” means every day other than a Saturday, Sunday or day which is a legal holiday in Utah on which banks are not generally open for business.

“Cancellation Date” means the last day of the applicable Cancellation Period.

“Cancellation Period” means the period during which a Participating Customer may opt-out of the Program without incurring a Termination Fee. The Cancellation Period shall be:

- (a) for Participating Customers that were Eligible Customers on the Implementation Date, the three billing cycles immediately following the applicable Commencement Date; or
- (b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the later of (i) the period specified in (a), above, or (ii) the 60-day period immediately following the applicable Commencement Date for such customer.

“Commencement Date” means the date on which an Eligible Customer becomes a Participating Customer and begins paying Program Rates. For each Participating Customer, the Commencement Date shall be:

- (a) for Participating Customers that were Eligible Customers on the Implementation Date, the first day following the last day of the Implementation Period; or
- (b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the date the First Opt-out Notice is sent to such customer.

“Commission” means the Public Service Commission of Utah created in Utah Code § 54-1-1.

“Commission Approval” has the meaning set forth in Section 2.5 of this Agreement.

“Communication” has the meaning provided in Section 12 of this Agreement.

“Community” has the meaning set out in the opening paragraph of this Agreement.

“County” means the unincorporated area of a county of the State of Utah.

“Division” means the Division of Public Utilities created in Utah Code § 54-4a-1.

“Eligible Customer” means a Person that is (a) a customer of the Company receiving retail electric service at a location within the boundary of a Participating Community, and (b) identified by the Company with a Tax Identifier associated with a Participating Community, but excluding any residential customer as specified in Utah Code §54-17-905(5) that is then receiving net metering service from the Company under the Company’s Utah electric service Schedule 135. A Person that is not an Eligible Customer as of the Implementation Date may become an Eligible Customer after the Implementation Date by becoming either a New Customer or an Annexed Customer.

“Exit Notice” means a notice provided to the Company by an Exiting Customer that indicates the Exiting Customer no longer wishes to participate in the Program, and that also includes the Exiting Customer’s name, account number, service address, and the telephone number associated with the account.

“Exiting Customer” means a Participating Customer that elects to terminate its participation in the Program after the Cancellation Date applicable to that Participating Customer.

“First Opt-out Notice,” means the first notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-301;

“Governance Agreement” has the meaning set forth in the recitals to this Agreement.

“Governmental Authority” means any federal, state or other political subdivision thereof, having jurisdiction over the Parties, including any municipality, township or county, and any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or

pertaining to government, including any corporation or other Person owned or controlled by any of the foregoing; provided that the Communities and the Agency shall be deemed not to be a “Governmental Authority” for purposes of this Agreement.

“Implementation Date” means the date following the Ordinance Deadline on which the First Opt-out Notice is sent by Company to any Eligible Customer.

“Implementation Period” means the 60-day period beginning on the Implementation Date.

“Municipality” means a city or a town as defined in Utah Code § 10-1-104.

“New Customer” means a Person other than an Annexed Customer that becomes an Eligible Customer within a Participating Community after the Implementation Date.

“Office” means the Office of Consumer Services created in Utah Code § 54-10a-101

“Opt-out Notice” means either the First Opt-out Notice or the Second Opt-out Notice, as well as any in-person visits required by Utah Code § 54-17-905(1)(c).

“Ordinance” means an ordinance adopted by a Community that (a) establishes the Community’s participation in the Program, and (b) is consistent with the terms of this Agreement, each as required by Utah Code § 54-17-903(2)(c) in order for a Community to become a Participating Community.

“Ordinance Deadline” means the date that is either ninety (90) days after the date of Commission Approval, or if such date falls on a day that is not a Business Day, then the next Business Day, which date represents the date by which each Community must adopt the Ordinance, as required by Utah Code § 54-17-903(3).

“Participating Community” means a Community that is a Municipality or a County in Utah and that:

- (a) is a Party to this Agreement
- (b) has residents that are Participating Customers;
- (c) has adopted an Ordinance that is in full force and effect; and
- (d) otherwise meets the requirements of Utah Code § 54-17-903.

“Participating Customer” means a Person that is a customer of the Company that:

- (a) takes electrical service from the Company at an address located within the boundary of a Participating Community;
- (b) has not exercised the right to opt out of participation in the Program prior to the Commencement Date; and
- (c) has not become an Exiting Customer.

“Person” means an individual or any other legal entity.

“Program” means the community renewable energy program to be implemented by Company as described in the Application, pursuant to the Act and as approved by the Commission.

“Program Rates” means the rates and fees charged to Participating Customers and Exiting Customers (a) intended to recover all costs and expenses incurred by the Company to implement and operate the Program in accordance with Utah Code § 54-17-904(4); and (b) intended to be utilized to help manage unanticipated Program costs and expenses, or to help offset the impacts of customers exiting the program.

“Qualified Utility” means the Company.

“Replaced Asset” means an existing thermal energy resource that (a) was built or acquired, in whole or in part, by the Company prior to the date of Commission Approval for the purpose of serving the Company’s customers, including customers within a Participating Community; and (b) is deemed to no longer serve Participating Customers.

“Requirements of Law” means any applicable federal, state and local law, statute, regulation, rule, action, order, code or ordinance enacted, adopted, issued or promulgated by any Governmental Authority (including those pertaining to electrical, building, zoning, environmental and wildlife protection, and occupational safety and health); provided that Requirements of Law shall exclude any law, statute, regulation, rule, action, order code or ordinance issued by the Communities or the Agency to the extent not in conformity with the Program, Act, Rules, or this Agreement.

“Second Opt-out Notice,” means the second notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-302.

“Tax Identifier” means an identifier used by the Company to designate meters and accounts that are associated with specific municipal or county taxing districts.

“Termination Fee” means the fee, if any, to be assessed on and charged to an Exiting Customer pursuant to the terms of the Program and in accordance with Utah Code § 54-17-905(3)(c) and Utah Admin. Code Section R746-314-306.

1.2 Rules of Interpretation; General. As of the Execution Date, and unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to “Sections” or “Appendices” are to sections of or appendices to this Agreement; (c) “herein,” “hereof” and “hereunder” refer to this Agreement as a whole; (d) the masculine includes the feminine and neuter and vice versa; (e) “including,” “includes,” and “included” mean “including, without limitation” or “including, but not limited to”; (f) the word “or” is not necessarily exclusive; (g) reference to “days,” “months” and “years” means calendar days, months and years, respectively, unless expressly stated otherwise in this Agreement; and (h) any notices or other items required to be delivered on a “day” that is not a Business Day shall be required to be delivered on the next Business Day.

1.3 Terms Not to be Construed for or Against Either Party. Each term in this Agreement must be construed according to its fair meaning and not strictly for or against either

Party. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

1.4 Headings. The headings used for the sections of this Agreement are for convenience and reference purposes only and in no way affect the meaning or interpretation of the provisions of this Agreement.

## **SECTION 2**

### **TERM; CONDITIONS PRECEDENT**

2.1 Effective Date—Communities. This Agreement shall be effective as between Company and each individual Community on the date that (a) the Agreement has been executed and delivered by both the Company and such Community, (b) Commission Approval has been obtained, and (c) such Community has enacted the Ordinance by the Ordinance Deadline (the “Community Effective Date”). If any Community declines or fails to enact an Ordinance by the Ordinance Deadline, this Agreement shall be terminated with respect to that Community, and neither the Company nor that Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.2 Effective Date—Agency. This Agreement shall be effective as between the Company and the Agency when (a) it has been executed and delivered by both the Company, at least two (2) Communities, and the Agency, and (b) Commission Approval has been obtained (the “Agency Effective Date”). If no Community enacts an Ordinance by the Ordinance Deadline, the Agreement shall be terminated in its entirety, and neither the Company nor the Agency nor any Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.3 Obligations Prior to Effective Date. Notwithstanding the provisions in Sections 2.1 and 2.2, prior to the Community Effective Date and the Agency Effective Date, those rights and obligations hereunder expressly arising upon the Execution Date (including Sections 1.2 and the defined terms in Section 1.1) shall be effective as of the Execution Date, and Appendix B and Appendix C shall be effective as of the dates set forth in those agreements.

2.4 Term. Unless earlier terminated as provided for herein, this Agreement shall remain in effect so long as the Program is in effect and the Communities have residents who are Eligible Customers or Participating Customers (the “Term”).

2.5 Commission Approval or Denial. Commission Approval shall be deemed to have been granted as of the date of a Commission order approving the Application. Commission Approval shall be deemed to have been denied as of the date that the Commission issues an order declining to establish a Program as described in the Application, or an order requiring material modifications to the Program as described in the Application that are not acceptable to Company or Agency, each in its sole discretion.

2.6 Termination in Event of Commission Denial. If Commission Approval is denied pursuant to Section 2.5, the Agreement will terminate with respect to all Parties and all future obligations of the Parties under this Agreement (other than the provisions which by their terms are intended to survive the termination of this Agreement) shall be terminated without further liability of any Party. Under no circumstances shall any Party have any liability to any other Party due to a denial of Commission Approval.

2.7 Community Participation Through Agency. Company shall implement only a single Program, and the Communities shall participate in the Program through the Agency. The Agency shall represent the Communities in all communications with Company pertaining to this Agreement and the Program, including, without limitation, any necessary communications relating to Program design and implementation, and solicitation and acquisition of Renewable Energy Resources for the Program. Notwithstanding the forgoing, or anything else in this Agreement to the contrary, the Communities shall be individually responsible for the obligations imposed pursuant to Section 5.2 and Utah Code § 54-17-905(6)(a), and the Agency shall have no financial obligations on behalf of any Community except those identified in Appendix B and Appendix C hereto.

### **SECTION 3**

[RESERVED]

### **SECTION 4**

#### **STIPULATION OF PAYMENT FOR THIRD-PARTY EXPERTISE**

4.1 Stipulation of Payment for Third-Party Expertise. On July 25, 2022, the Agency (acting on behalf of the Communities) and the Company entered into the Agreement for Payment of Third-Party Expertise to address payment by the Communities to the Company for third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services as required by Utah Code § 54-17-903(2)(b)(i)(A). A true and correct copy of the Agreement for Payment of Third-Party Expertise is attached hereto as Appendix B. Also on July 25, 2022, each of the Company, the Agency, the Division of Public Utilities, and the Office of Consumer Services entered into a Memorandum of Understanding to facilitate the payments contemplated in the Agreement for Payment of Third-Party Expertise. A true and correct copy of the Memorandum of Understanding is attached hereto as Appendix C. The Parties reiterate and reaffirm their respective covenants and obligations set forth in the Agreement for Payment of Third-Party Expertise and the Memorandum of Understanding. Payments made to the Company pursuant to the Agreement for Payment of Third-Party Expertise shall be facilitated by the Agency consistent with and pursuant to the terms of this Agreement. The Parties further agree that the Agreement for Payment of Third-Party Expertise, the Memorandum of Understanding, and this Section 4.1 satisfy the Parties' respective obligations under Utah Code § 54-17-903(2)(b)(i)(A).

### **SECTION 5**

#### **STIPULATION OF PAYMENT FOR CUSTOMER OPT-OUT NOTICES**



5.1 Notices. The Company will provide, in a form approved by the Commission, the Opt-out Notices to Eligible Customers, New Customers, and Annexed Customers at the times and in the form required by Requirements of Law and the Commission.

5.2 Stipulation of Payment for Opt-out Notices as of Implementation Date. The actual costs incurred by the Company in providing the Opt-out Notices (including any in person visits, as required by Utah Code § 54-17-905(1)(c)) to Eligible Customers within the Participating Communities as of the Implementation Date shall be paid by the Participating Community in which each such Eligible Customer is located. Each Participating Community shall pay to the Company its actual cost of providing these Opt-out Notices, as set forth herein:

The Company shall within one hundred eighty (180) days of the Implementation Date send one or more invoices to each Participating Community for the actual costs of providing Opt-out Notices to the Eligible Customers as of the Implementation Date in each such Participating Community. Each invoice shall identify actual cost of providing the Opt-out Notices and in person visits, as required by Utah Code § 54-17-903, to Company's Eligible Customers in the Participating Community, the total number of Eligible Customers to which the Opt-out Notices were provided within the Participating Community, and the Company's average cost per Opt-out Notice. The Company shall send a copy of each such invoice to the Agency. Within thirty (30) days of its receipt of any such invoice, each Participating Community shall provide payment to the Company for the amount of any invoiced costs it does not dispute and a written response identifying any costs in dispute.

5.3 Dispute Resolution. Disputes regarding the amount of invoices from the Company outlined in Section 5.2 will be resolved pursuant to Section 14.

## **SECTION 6**

[RESERVED]

## **SECTION 7**

### **TERMINATION FEES**

7.1 Unpaid Termination Fees. Any Termination Fees that remain unpaid to Company upon dissolution of the Program and/or termination of this Agreement shall not be the obligation of Company, but shall be paid to Company as provided by the Commission and the Program. The Parties agree that this Section 7.1 satisfies the obligations of Utah Code § 54-17-903(2)(b)(ii).

## **SECTION 8**

[RESERVED]

## **SECTION 9**

### **REPLACED ASSET**

9.1 No Initially Proposed Replaced Asset. As of the Execution Date of this Agreement, the Communities do not identify any initially proposed Replaced Asset, as that term is defined herein and in Utah Code § 54-17-902(15). The Parties agree that this Section 9.1 satisfies the obligations of Utah Code § 54-17-903(b)(iii).

## **SECTION 10**

### **REPRESENTATIONS AND WARRANTIES; DEFAULTS AND REMEDIES**

10.1 Representations and Warranties of Agency. The Agency represents and warrants that as of the Execution Date, and throughout the Term:

- (a) The Governance Agreement is in full force and effect;
- (b) It is duly formed and validly existing pursuant to the Governance Agreement and in conformance with the Interlocal Cooperation Act, Utah Code Section 11-13-101 through 11-13-608, for the purpose of taking joint or cooperative action pursuant to Utah Code Section 11-13-202(1)(a);
- (c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has funds sufficient to meet its reasonably anticipated financial obligations under this Agreement;
- (d) It has authority to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that each of the Communities has agreed to be bound by such decisions, provided, however, that any amendment of this Agreement shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency does not have authority to bind the Communities on matters outside the scope of the authority granted to the Agency in the Governance Agreement;
- (e) The execution and delivery of this Agreement by Agency and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and
- (f) This Agreement is its valid and legally binding obligation, enforceable against Agency in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.2 Representations and Warranties of Communities. Each Community represents and warrants that as of the Execution Date and throughout the Term:

(a) It is a party to the Governance Agreement, and the Governance Agreement is in full force and effect;

(b) It is a Municipality or County duly formed and validly existing pursuant to and in conformance with the laws of the State of Utah;

(c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has taken all actions necessary to appropriate funds sufficient to meet its reasonably anticipated financial obligations under this Agreement; provided, however, that, to the extent not already appropriated, all financial commitments by the Communities shall be subject to the appropriation of funds approved by the legislative bodies of each Community, as applicable, and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution;

(d) It has authorized the Agency to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that such decisions by the Agency bind the Community in connection with this Agreement, provided, however, that any amendment of this Agreement shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency has authority to bind the Community only (1) on decisions within the scope of the authority granted to the Agency in the Governance Agreement, and (2) for so long as the Community remains a member of the Agency;

(e) The execution and delivery of this Agreement by it, and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and

(f) This Agreement is its valid and legally binding obligation, enforceable against it in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.3 Representations and Warranties of Company. Company represents and warrants that as of the Execution Date and throughout the Term:

(a) It is duly incorporated, validly existing and in good standing under the laws of the State of its incorporation. It is duly qualified or licensed to do business and is in good standing in all jurisdictions in which the execution and delivery of this Agreement and performance of its obligations under this Agreement makes qualification necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to materially and adversely affect its ability to perform its obligations under this Agreement.

(b) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof.

(c) It has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(d) The execution and delivery of this Agreement and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirement of Law applicable to it.

(e) This Agreement is its valid and legally binding obligation, enforceable against Company in accordance with the terms of this Agreement, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

**10.4 Defaults.** An event of default ("Event of Default") shall occur with respect to a Party (the "Defaulting Party") upon the occurrence of any of the following events and the expiration of any applicable cure period provided for below:

(a) The Defaulting Party fails to make a payment when due under this Agreement and such failure is not cured within ten (10) Business Days after the other Party gives notice to the Defaulting Party of such non-performance.

(b) The Defaulting Party breaches one of its representations or warranties in this Agreement (other than those representations or warranties identified in Section 10.4(c) or Section 10.4(d)) and such breach is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such breach; provided, however, that if such breach is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure the breach, not to exceed ninety (90) days following the date of such notice of breach, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of breach and the Defaulting Party promptly commences and diligently pursues the remediation plan.

(c) The Agency breaches its representations or warranties in Section 10.1(a) or Section 10.1(b).

(d) A Community breaches its representations or warranties in Section 10.2(a), Section 10.2(b) or Section 10.2(d).

(e) The Company breaches its representations or warranties in Section 10.3(a) or Section 10.3(b).

(f) The Defaulting Party fails to perform any material obligation in this Agreement for which an exclusive remedy is not provided in this Agreement and which is not otherwise an identified Event of Default in this Agreement, and such non-performance is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such non-performance; provided, however, that if such non-performance is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure such non-performance, not to exceed ninety (90) days following the date of such notice of non-performance, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of non-performance and the Defaulting Party promptly commences and diligently pursues such remediation plan.

10.5 Termination and Remedies. Except as limited by Section 2.5 of this Agreement, and except where a remedy is expressly described herein as a Party's sole or exclusive remedy, from the occurrence and during the continuance of an Event of Default, the non-Defaulting Party will be entitled to all remedies available at law or in equity, and may terminate this Agreement as to the Defaulting Party by written notice delivered to the Defaulting Party designating the date of termination no less than fifteen (15) days before such termination date. The notice required under this Section 10.5 may be provided in the notice of non-performance delivered pursuant to Section 10.4(b) or Section 10.4(f) (and does not have to be a separate notice), provided it complies with the terms of this Section 10.5.

10.6 Duty/Right to Mitigate. Each Party agrees that it has a duty to mitigate damages and may use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of its obligations under this Agreement.

10.7 Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.**

## **SECTION 11**

### **FORCE MAJEURE**

11.1 Definition of Force Majeure. "Force Majeure" or an "event of Force Majeure" means an event or circumstance that prevents a Party (the "Affected Party") from performing, in whole or in part, an obligation under this Agreement and that: (a) is not reasonably anticipated by the Affected Party as of the Execution Date; (b) is not within the reasonable control of the Affected Party or its Affiliates; (c) is not the result of the negligence or fault or the failure to act by the Affected Party or its Affiliates; and (d) could not be overcome or its effects mitigated by the use

of due diligence by the Affected Party or its Affiliates. Force Majeure includes the following types of events and circumstances (but only to the extent that such events or circumstances satisfy the requirements in the preceding sentence): tornado, hurricane, tsunami, flood, earthquake and other acts of God; fire; explosion; invasion, acts of terrorism, war (declared or undeclared) or other armed conflict (except as excluded below); riot, revolution, insurrection or similar civil disturbance; global pandemic (except as excluded below); sabotage; strikes, walkouts, lock-outs, work stoppages, or other labor disputes; and action or restraint by Governmental Authority (except as excluded below); provided that the Affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such action or restraint. Notwithstanding the foregoing, none of the following shall constitute Force Majeure: (i) economic hardship, including lack of money or the increased cost of electricity, steel, labor, or transportation; (ii) the imposition upon a Party of costs or taxes; and (iii) the occurrence after the Execution Date, of an enactment, promulgation, modification or repeal of one or more Requirements of Law, including regulations or national defense requirements that affects the cost or ability of either Party to perform under this Agreement.

11.2 Suspension of Performance. Neither Party will be liable for any delay in or failure to perform its obligations under this Agreement, nor will any such delay or failure become an Event of Default, to the extent such delay or failure is substantially caused by Force Majeure, provided that the Affected Party: (a) provides prompt (and, in any event, not more than ten (10) days') notice following knowledge of the impact of such event of Force Majeure to the other Party, describing the particulars of the event of Force Majeure and giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement; (b) exercises all reasonable efforts to continue to perform its obligations under this Agreement; (c) uses commercially reasonable efforts to mitigate the impact of such event of Force Majeure so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event of Force Majeure; (d) exercises all reasonable efforts to mitigate or limit damages to the other Party resulting from the event of Force Majeure; and (e) provides prompt notice to the other Party of the cessation of the event of Force Majeure.

11.3 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before an event of Force Majeure or after an event of Force Majeure that were unaffected by such event of Force Majeure shall be excused by such event of Force Majeure.

11.4 Strikes. Notwithstanding any other provision of this Agreement to the contrary, neither Party will be required to settle any strike, walkout, lockout, work stoppage or other labor dispute on terms which, in the sole judgment of the Party involved in the strike, walkout, lockout or other labor dispute, are contrary to its best interests.

11.5 Right to Terminate. If an event of Force Majeure prevents an Affected Party from substantially performing its obligations under this Agreement for a period exceeding one hundred eighty (180) consecutive days (despite the Affected Party's diligent efforts to remedy its inability to perform), then the other Party may terminate this Agreement by giving ten (10) days prior notice to the Affected Party; provided, however, that the effectiveness of any such termination notice shall be conditioned on review and approval by the Commission. Upon such termination, neither Party will have any liability to the other Party with respect to the period following the effective

date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising under this Agreement before the effective date of such termination.

## SECTION 12 COMMUNICATIONS AND NOTICE

12.1 Addresses and Delivery Methods. All notices (other than Opt-out Notices), requests, demands, submittals, waivers and other communications required or permitted to be given by one Party to another Party under this Agreement (each, a “Communication”) shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the addressees and addresses set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Parties. All other Communications required by this Agreement shall be sent by regular first class U.S. mail, registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery, or electronic mail. Such Communications will be deemed effective and given upon receipt by the addressee, except that Communications transmitted by electronic mail shall be deemed effective and given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 17:00 Prevailing Mountain Time, and if transmitted after that time, on the following Business Day, provided that Communications transmitted by electronic mail must be confirmed as received by the recipient or followed up by Communications by other means as provided for in this Section to be effective. If any Communication sent by regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, or overnight courier delivery is tendered to an addressee set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Party, and the delivery thereof is refused by such addressee, then such Communication shall be deemed given and effective upon such tender. In addition, Communication of termination of this Agreement under Section 10.5 must contain the information required by Section 10.5 and, where Company is the Defaulting Party, must be sent to the attention of the then-current President and General Counsel of Company.

## SECTION 13 CONFIDENTIALITY

13.1 Confidential Business Information. The following constitutes “Confidential Business Information,” whether oral or written: (a) the Parties’ proposals and negotiations concerning this Agreement, made or conducted prior to the Effective Date; (b) drafts of the Program Application; and (c) any information delivered by Company to the Agency and Communities prior to or after the Execution Date relating to procurement of Program resources, including but not limited to Company information relating to the terms of agreements under which Company may procure Program resources. Communities and Company each agree to hold such Confidential Business Information wholly confidential, except as expressly provided in this Agreement. “Confidential Business Information” shall not include information that: (i) is in or enters the public domain through no fault of the Party receiving such information; or (ii) was in the possession of the receiving Party prior to delivery by the delivering party, other than through delivery thereof as specified in subsections (a) and (b) above. A Party providing any Confidential



Business Information under this Agreement shall clearly mark all pages of all documents and materials to be treated as Confidential Business Information with the term “Confidential” on the front of each page, document or material. If the Confidential Business Information is transmitted by electronic means the title or subject line shall indicate the information is Confidential Business Information. All Confidential Business Information shall be maintained as confidential, pursuant to the terms of this Section 13, for a period of two (2) years from the date it is received by the receiving Party unless otherwise agreed to in writing by the Parties.

13.2 Duty to Maintain Confidentiality. Each Party agrees not to disclose Confidential Business Information to any other Person (other than its Affiliates, accountants, auditors, counsel, consultants, investors or prospective investors (including tax equity investors), Lenders or prospective Lenders, employees, officers and directors, or Customer), without the prior written consent of the other Party; provided that: (a) either Party may disclose Confidential Business Information, if and to the extent such disclosure is required: (i) by Requirements of Law or securities exchange requirement; (ii) in order for Company to receive regulatory recovery of expenses related to this Agreement; (iii) pursuant to an order of a Governmental Authority; or (iv) in order to enforce this Agreement or to seek approval hereof; and (b) notwithstanding any other provision hereof, Company may in its sole discretion disclose or otherwise use for any purpose in its sole discretion the Confidential Business Information described in Section 13.1(b). In the event a Party is required by Requirements of Law to disclose Confidential Business Information, such Party shall to the extent possible promptly notify the other Party of the obligation to disclose such information.

13.3 Company Regulatory Compliance. The Parties acknowledge that Company is required by law or regulation to report certain information that is or could otherwise embody Confidential Business Information from time to time. Such reports include models, filings, reports of Company’s net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as those made on FERC Form 1 or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as NERC, WECC, Pacific Northwest Utility Coordinating Committee, WREGIS, or similar or successor organizations, forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, Company will from time to time be required to produce Confidential Business Information. Company may use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures. Company may submit Confidential Business Information in regulatory proceedings without notice to Seller.

13.4 Agency and Communities’ GRAMA Compliance. Company acknowledges that Agency and Communities are subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 to -901, as amended (“GRAMA”); that certain records within Agency’s and Communities’ possession or control may be subject to public disclosure; and that Agency’s and Communities’ confidentiality obligations in this Agreement shall be subject in all respects to compliance with GRAMA; and that Agency and Communities may be required by law to produce certain information that is or could otherwise embody Confidential Business Information. Pursuant to Section 63G-2-309 of GRAMA, any Confidential Business Information

provided to Agency and Communities that Company believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. The Agency and the Communities may use their best judgment in their compliance with GRAMA. The Agency and Communities may produce Confidential Business Information in response to a valid GRAMA request without notice to Company.

13.5 Irreparable Injury; Remedies. Each Party agrees that violation of the terms of this Section 13 constitutes irreparable harm to the other Party, and that the harmed Party may seek any and all remedies available to it at law or in equity, including injunctive relief.

**13.6 NEWS RELEASES AND PUBLICITY. BEFORE ANY PARTY ISSUES ANY NEWS RELEASE OR PUBLICLY DISTRIBUTED PROMOTIONAL MATERIAL THAT MENTIONS THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION, INCLUDING BUT NOT LIMITED TO THE PROCUREMENT OF RENEWABLE ENERGY RESOURCES FOR PURPOSES OF SERVING PARTICIPATING CUSTOMERS, SUCH PARTY WILL FIRST PROVIDE A COPY THEREOF TO ALL OTHER PARTIES (OR IN THE CASE OF PROMOTIONAL MATERIALS PREPARED BY THE COMPANY, TO THE AGENCY) FOR REVIEW AND APPROVAL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED, AND SHALL BE DEEMED PROVIDED IF THE REVIEWING PARTY DOES NOT PROVIDE RESPONSE WITHIN FIVE (5) BUSINESS DAYS. ANY USE OF BERKSHIRE HATHAWAY'S NAME REQUIRES COMPANY'S PRIOR WRITTEN CONSENT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 13.6 DOES NOT AFFECT THE ABILITY OF ANY PARTY FROM DISCUSSING THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION DURING OPEN MEETINGS OR IN RESPONSE TO INQUIRIES BY CONSTITUENTS, CUSTOMERS, OR THE MEDIA, AND DOES NOT RESTRICT ANY PARTY'S STATEMENTS (WHETHER WRITTEN OR ORAL) BEFORE THE UTAH PUBLIC SERVICE COMMISSION.**

## **SECTION 14 DISAGREEMENTS**

14.1 Negotiations. Prior to proceeding with formal dispute resolution, the Parties must first attempt in good faith to resolve informally all disputes arising out of, related to or in connection with this Agreement. Any Party may give the other Party notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one level above those employees who have previously been involved in the dispute must meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen (15) days after such referral, then, subject to the terms of this Agreement either Party may initiate any legal remedies available to the Party. No statements of position or offers of settlement made in the course of the dispute process described in this Section 14.1 will: (a) be offered into evidence for any purpose in any litigation between the Parties; (b) be used in any manner against either Party

in any such litigation; or (c) constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, will be promptly returned to the Party providing the same.

14.2 Choice of Forum. Each Party irrevocably consents and agrees that any legal action or proceeding arising out of this Agreement or the actions of the Parties leading up to this Agreement (“Proceedings”) will be brought exclusively in the Third Judicial District Court in and for Salt Lake County, State of Utah. By execution and delivery of this Agreement, each Party: (a) accepts the exclusive jurisdiction of such courts and waives any objection that it may now or hereafter have to the exercise of personal jurisdiction by such courts over each Party for the purpose of the Proceedings; (b) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such courts arising out of the Proceedings; (c) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any of the Proceedings brought in such courts (including any claim that any such Proceeding has been brought in an inconvenient forum) in connection herewith; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to such Party at its address stated in this Agreement; and (e) agrees that nothing in this Agreement affects the right to effect service of process in any other manner permitted by law.

14.3 Third-Party Beneficiaries. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or any duty, obligation or undertaking established herein.

## **SECTION 15**

### **MISCELLANEOUS**

15.1 Agency and Communities as Political Subdivisions of the State of Utah. Company acknowledges that Agency and Communities are Political Subdivisions of the State of Utah under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (“Immunity Act”). Nothing in this Agreement shall be construed as a waiver by Agency or Communities of any protections, rights, remedies, or defenses applicable to Agency or Communities under the Immunity Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation on judgments, or other applicable law. It is not the intent of Agency or Communities to incur by contract any liability for the operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the obligations of Agency and Communities in this Agreement to defend, indemnify, and hold harmless are subject to the Immunity Act, are limited to the amounts established in Section 63G-7-604 of the Immunity Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Agency or Communities.

15.2 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company, Agency, and Communities may retain duplicate copies of this Agreement, which will be considered equivalent to this original.

15.3 Several Obligations. Nothing in this Agreement will be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty on or between any of the Parties.

15.4 Choice of Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of Utah, without applying any choice of law rules that may direct the application of the laws of another jurisdiction.

15.5 Partial Invalidity. Without limiting Section 10.7 of this Agreement, if any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable terms, provisions or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law and preserve the balance of the economics and equities contemplated by this Agreement in all material respects.

15.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless the waiver is provided in writing that (a) expressly identifies the provision being waived and (b) is executed by the Party waiving the provision. A Party's waiver of one or more failures by the other Party in the performance of any of the provisions of this Agreement will not be construed as a waiver of any other failure or failures, whether of a like kind or different nature.

15.7 Restriction on Assignments. Except as provided in this Section 15.7, no Party may transfer, sell, pledge, encumber or assign (collectively, "Assign") this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other Parties, each in its own discretion. Notwithstanding the foregoing, Company may Assign the Agreement to an affiliate of Company, provided that such assignee accepts Company's obligations under this Agreement in writing. Upon acceptance of Company's obligations by any such assignee, Company shall be released from all obligations or liabilities under this Agreement.

15.8 Entire Agreement; Amendments. Except as expressly set forth herein, this Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. No amendment or modification of this Agreement is effective unless it is in writing and executed by all Parties.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its duly authorized officer or representative as of the Execution Date set forth in the preamble above.

ROCKY MOUNTAIN POWER  By: _____ Name: _____ Title: _____	COMMUNITY RENEWABLE ENERGY AGENCY  By: _____ Name: _____ Title: _____
TOWN OF ALTA  By: _____ Name: _____ Title: _____	TOWN OF CASTLE VALLEY  By: _____ Name: _____ Title: _____
COALVILLE CITY  By: _____ Name: _____ Title: _____	CITY OF COTTONWOOD HEIGHTS  By: _____ Name: _____ Title: _____

EMIGRATION CANYON TOWNSHIP	FRANCIS CITY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
GRAND COUNTY	CITY OF HOLLADAY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
KEARNS METRO TOWNSHIP	MILLCREEK
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
CITY OF MOAB	OAKLEY CITY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

<p>OGDEN CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>PARK CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>SALT LAKE CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>SALT LAKE COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>TOWN OF SPRINGDALE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>SUMMIT COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>



**Appendix A**  
**List of Communities**

Town of Alta  
Town of Castle Valley  
Coalville City  
City of Cottonwood Heights  
Emigration Canyon Township  
Francis City  
Grand County  
City of Holladay  
Kearns Metro Township  
Millcreek  
City of Moab  
Oakley City  
Ogden City  
Park City  
Salt Lake City  
Salt Lake County  
Town of Springdale  
Summit County

**Appendix B**  
**Agreement for Payment of Third-Party Expertise**

**Appendix C**  
**Memorandum of Understanding**

**Appendix D**  
**Communication Information**

AGENCY:

**Community Renewable Energy Agency**

Secretary  
3330 South 1300 East  
Millcreek, UT 84106  
[equinton@summitcounty.org](mailto:equinton@summitcounty.org)

Phillip J. Russell  
James Dodge Russell & Stephens, P.C.  
10 W. Broadway, Suite 400  
Salt Lake City, Utah 84101  
[prussell@jdrsllaw.com](mailto:prussell@jdrsllaw.com)

COMMUNITIES:

**Town of Alta**

Chris Cawley  
PO Box 8016  
Alta, UT 84092  
[ccawley@townofalta.com](mailto:ccawley@townofalta.com)

**Town of Castle Valley**

HC 64 Box 2705  
Castle Valley, UT 84532  
[townclerk@castlevalleyutah.com](mailto:townclerk@castlevalleyutah.com)

**Coalville City**

PO Box 188  
10 North Main Street  
Coalville, UT 84017  
[cityhall@coalvillecity.org](mailto:cityhall@coalvillecity.org)

**City of Cottonwood Heights**

City Manager  
2277 East Bengal Boulevard  
Cottonwood Heights, UT 84121  
[ttingey@ch.utah.gov](mailto:ttingey@ch.utah.gov)

**Emigration Canyon Township**

5025 E Emigration Canyon Road  
Emigration Canyon Metro Township, UT 84108

[info@ecmetro.org](mailto:info@ecmetro.org)

**Francis City**

Recorder

2317 South Spring Hollow Road  
Francis, UT 84036

[sgillett@francisutah.org](mailto:sgillett@francisutah.org)

**Grand County**

Commission's Office

125 E. Center Street  
Moab, UT 84532

[qhall@grandcountyutah.net](mailto:qhall@grandcountyutah.net)

**City of Holladay**

City Manager

4580 South 2300 East  
Holladay, UT 84117

[gchamness@cityofholladay.com](mailto:gchamness@cityofholladay.com)

**Kearns Metro Township**

Mayor

4956 West 6200 South #527  
Kearns, UT 84118

[lobk9973@hotmail.com](mailto:lobk9973@hotmail.com)

**Millcreek**

Mayor

3300 South 1300 East  
Millcreek, UT 84106

[jsilvestrini@millcreek.us](mailto:jsilvestrini@millcreek.us)

**City of Moab**

City Manager

217 East Center Street  
Moab, UT 84532-2534

[ccastle@moabcity.org](mailto:ccastle@moabcity.org)

**Oakley City**

PO Box 129

Oakley, UT 84055

[oakley@oakleycity.com](mailto:oakley@oakleycity.com)

**Ogden City**

Mara Brown  
Management Services Director  
2549 Washington Blvd. #800  
Ogden, UT 84401  
[marabrown@ogdencity.com](mailto:marabrown@ogdencity.com)

**Park City**

Luke Cartin  
Park City Municipal Corporation  
PO Box 1480  
Park City, UT 84060  
[luke.cartin@parkcity.org](mailto:luke.cartin@parkcity.org)

**Salt Lake City**

Christopher Thomas  
Salt Lake City Department of Sustainability  
541 S. State St. Room 404  
PO Box 145467  
Salt Lake City, UT 84114-5474  
[christopher.thomas@slcgov.com](mailto:christopher.thomas@slcgov.com)

**Salt Lake County**

Salt Lake County Government Center  
2001 South State Street, Suite N-2100  
PO Box 144575  
Salt Lake City, UT 84114-4575  
[mayor@slco.org](mailto:mayor@slco.org)

**Town of Springdale**

118 Lion Boulevard  
PO Box 187  
Springdale, UT 84767-0187  
[rwixom@springdale.utah.gov](mailto:rwixom@springdale.utah.gov)

J. Gregory Hardman  
Snow Jensen & Reece  
912 West 1600 South, Suite B-200  
St. George, UT 84770  
[ghardman@snowjensen.com](mailto:ghardman@snowjensen.com)

**Summit County**

Emily Quinton

PO Box 128

Coalville, UT 84017

[equinton@summitcounty.org](mailto:equinton@summitcounty.org)

**ROCKY MOUNTAIN POWER:**

**General:**

PacifiCorp

1407 West North Temple, Suite 320

Salt Lake City, Utah 84116

Attn: Contract Administration

E-mail: [cntadmin@pacificorp.com](mailto:cntadmin@pacificorp.com)

With a Copy To:

1407 West North Temple, Suite 320

Salt Lake City, Utah 84116

Attn: Counsel

[katherine.smith@pacificorp.com](mailto:katherine.smith@pacificorp.com)

**Payments:**

Attn: Central Cashiers Office, Suite 550

Phone: (503) 813-6826

**Notices of an Event of Default or Potential Event of Default:**

In addition to notice to the “General” address above, copy to

PacifiCorp Legal Department

825 NE Multnomah, Suite 2000

Portland, Oregon 97232- 2315

Attn: Assistant General Counsel

[andrew.mayer@pacificorp.com](mailto:andrew.mayer@pacificorp.com)



**MILLCREEK, UTAH**  
**RESOLUTION NO. 23-50**

**A RESOLUTION ACCEPTING THE LAND AND WATER CONSERVATION FUND  
GRANT THAT REQUIRES A MATCH IN THE AMOUNT OF \$4,750,492.45, AND  
APPROVING THE MATCH REQUIREMENT TO BE PAID FROM THE GENERAL  
FUND, AND APPROVING THE AGREEMENT WITH THE STATE OF UTAH, UTAH  
DEPARTMENT OF NATURAL RESOURCES DIVISION OF OUTDOOR  
RECREATION.**

**WHEREAS**, the Millcreek Council (“Council”) met in regular session on November 13, 2023, to consider, among other things, a resolution accepting the Land and Water Conservation Fund Grant that requires a match in the amount of \$4,750,492.45, and approving the match requirement to be paid from the General Fund, and approving the agreement with the State of Utah, Utah Department of Natural Resources Division of Outdoor Recreation; and

**WHEREAS**, Millcreek applied for the Land and Water Conservation Grant in the amount of \$2,500,000 to assist in designing and constructing Millcreek Common Phase II, and

**WHEREAS**, The Land and Water Conservation Fund Grant requires a match of \$4,750,492.45; and

**WHEREAS**, the Council authorizes the \$4,750,492.45 for the project to be paid from the General Fund; and

**WHEREAS**, a grant agreement (“Agreement”) between Millcreek and the State of Utah, Utah Department of Natural Resources Division of Outdoor Recreation regarding the Land and Water Conservation Fund Grant has been presented to the Council for review and approval; and

**WHEREAS**, the Council finds that it is in the best interest of the city to accept the Land and Water Conservation Grant, and approve the match requirement to be paid out of the General Fund, and approve the Agreement.

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

This Resolution, assigned No. 23-50, shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council this 13th day of November, 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

**Land and Water Conservation Fund Grant Agreement  
Between the State of Utah and the City of Millcreek**

**Millcreek Common, Phase II**  
Project Title

**49-00409**  
Project Number

**10/1/2023 To 9/30/2026**  
Project Period

<b>Local Sponsor's Total Direct Project Cost</b>	<b>\$7,250,492.45</b>
<b>Local Sponsor's Cost Share (50%)</b>	<b>\$4,750,492.45</b>
<b>Federal Cost Share (50%)</b>	<b>\$ 2,500,000.00</b>
<b>Net Reimbursement to Local Sponsor</b>	<b>\$ 2,500,000.00</b>

**THIS AGREEMENT** ("Project Agreement") is made between the State of Utah, Department of Natural Resources ("DNR"), and the City of Millcreek ("Local Sponsor"), qualifying under this Project Agreement either as an agency or a political subdivision of the State of Utah.

**PURPOSE**

Local Sponsor is the subgrantee/recipient of grant funds from the National Park Service ("NPS"), Land and Water Conservation Fund ("LWCF") State Assistance Program, in which DNR is the primary grantee of the grant. The LWCF Fund is administered pursuant to the Land and Water Conservation Fund Act, 54 U.S.C. § 200305, and its implementing regulations (collectively "The LWCF Act"). This Project Agreement is made pursuant to LWCF Grant #49-00409 (the "LWCF Grant"). The purpose of this Project Agreement is to establish terms and conditions under which the LWCF Grant will be administered and managed between DNR and the Local Sponsor, both during the application process, active grant period, and post-grant period, which obligates the Local Sponsor in perpetuity.

DNR is responsible for compliance with the LWCF Act and LWCF Grant requirements. DNR operates, manages, and coordinates the federal LWCF grant program through the State Liaison Officer ("SLO") or Alternative State Liaison Officer ("ALSO"), who are appointed by the Governor of the State of Utah. **Pursuant to this Project Agreement, Local Sponsor is responsible for compliance with the LWCF Act, LWCF Grant Requirements, Department of Interior Standard Award Terms and Conditions Effective December 2, 2019-revised June 19, 2020 (except the provision related to the Davis-Bacon Act Section VII), and the provisions, policies, and procedures contained in Volume 71 of the Land and Water Conservation Fund State Assistance Program Federal Financial Assistance Manual, which became effective on March 11, 2021 ("The LWCF Manual"). The LWCF Manual is applicable to the Project Sponsor's implementation of, and continued maintenance of, the Project. Local Sponsor should carefully read and understand the LWCF Manual, which is hereby incorporated into this Project Agreement by reference. Local Sponsor is responsible**

**for compliance with Section 70914 of the Bipartisan Infrastructure Law (Build American, Buy American), P.L. 117-58.**

## **STATEMENT OF WORK**

1. Local Sponsor agrees to the following scope of work (“the Project”):
  - a. Millcreek Common Phase II includes the construction of informal stage area, interactive water feature, open space lawn area, 23 benches, 10 swings, 2 slides, roller and skateboard activity area, 18-hole miniature golf, walkways, plaza, and landscaping.
  - b. Ensure documentation - memorializing the LWCF assistance and the property’s protection, in perpetuity, for public outdoor recreation - is recorded by the time of project closing; and
  - c. Ensure appropriate LWCF signage is installed to identify funding source.

## **PROJECT EXECUTION**

1. As stated in the LWCF Act, sites receiving assistance are to be opened, operated, and maintained in perpetuity for “public outdoor recreation use,” or be replaced by lands of equal market value and recreation usefulness.
2. The boundary map and associated deeds are the legal description of the area that is being protected in perpetuity by the LWCF Act. Sufficient detail acceptable to DNR and NPS is required so as to legally identify the lands afforded protection under the LWCF Act, such as a metes and bounds survey description. The LWCF Act states that the property acquired, developed, or improved with LWCF assistance shall not be converted to uses other than public outdoor recreation.
3. The Local Sponsor understands and acknowledges that the boundary map must be provided to the offices of the locality where the property at issue is located as well as to the NPS and DNR. The boundary map must show the area being placed under the protection of the LWCF Act. In most instances, the boundary encompasses an entire park being acquired or developed with LWCF assistance funds. A copy of the boundary map is attached to this Project Agreement as Attachment A.
4. The Local Sponsor must record in the deed of the property (for acquisition projects) an acknowledgment that the area is encumbered by the requirements of the LWCF Act or record similar language in a restrictive covenant (for development projects). Deed and/or restrictive covenant documents and/or language will be provided to Local Sponsor by DNR.
5. The Local Sponsor must possess sufficient title and adequate legal control of the property to be within the LWCF boundary area in order to provide reasonable assurances that a conversion pursuant to the LWCF Act will not occur without its knowledge, state review, and NPS decision. Such assurances are contained in the LWCF General Provisions included as part of the federal agreement that is attached herein.
6. The Local Sponsor must provide DNR with a description of all easements, rights-of-way, leases, subsurface rights (e.g. mineral), reversionary interests, and any other agreements that convey rights to non-public and/or non-recreation interests to access or use of the

area proposed within the LWCF boundary area and, if DNR deems it necessary, a description from Local Sponsor's counsel stating that Local Sponsor has the authority to enter into a grant contract that requires a provision of replacement land if the outstanding rights or reversionary interests are exercised in such a manner that results in a conversion under the LWCF Act.

7. When, at the time of project completion, but before NPS final approval for completion, it is known that outstanding property rights held by others are or will be exercised and that such exercise impacts only a portion of the proposed LWCF boundary area, the impacted area and access to it must be clearly excluded on the LWCF boundary map and accompanied by an explanation of why it is not intended to be subject to the provisions of the LWCF Act.
8. The LWCF Act states that no property acquired or developed with assistance under this section shall without the approval of the Secretary of the Interior be converted to other than public outdoor recreation uses. Therefore, regardless of whether a conversion of use process has been initiated by Local Sponsor, in the event the NPS determines that conversion of use has occurred on the real property that is the subject of this Project Agreement, Local Sponsor shall be liable to DNR to undertake whatever actions NPS or DNR deems necessary to fully address and remedy the conversion and to bring the project into compliance with LWCF Act and LWCF Grant requirements including, if applicable, full replacement of the project.
9. By executing this Project Agreement, the Local Sponsor, pursuant to the LWCF Grant, agrees to be bound by the provisions, policies, and procedures contained in the LWCF Manual, which pertain to the Local Sponsor's management and maintenance of the project. These include, but are not limited to, provisions, policies, and procedures pertaining to acquisition and development project eligibility; proposals, environmental review, and federal compliance; cost principals; application and evaluation procedures; project administration and financial management; and post-completion stewardship. Local Sponsor understands, acknowledges, and agrees that to the extent the LWCF Manual requires Local Sponsor to assist or cooperate with DNR to ensure DNR's compliance with the requirements of the LWCF Act or the LWCF Manual, or requires Local Sponsor to take direct action to comply with provisions of the LWCF Act or LWCF Manual, Local Sponsor will assist, cooperate, or take any direct action necessary to comply with the LWCF Act's or LWCF Manual's provisions or requirements.
10. Local Sponsor understands and acknowledges that DNR has the responsibility to administer the LWCF Grant at issue pursuant to the LWCF Act, other applicable federal laws and regulations, and the LWCF Manual. Local Sponsor also understands and acknowledges that DNR is obligated to administer the LWCF Grant at issue pursuant to its contract with NPS, a copy of which is attached hereto as Attachment B. Local Sponsor understands and acknowledges that it is the subgrantee/recipient of the federal monies that are the subject of the LWCF Grant. Local Sponsor agrees that to the extent DNR's obligations to NPS under the contract attached as Attachment B are predicated or dependent on the performance of any obligation or action by Local Sponsor as the recipient/subgrantee, Local Sponsor will take any action requested by DNR if such action is predicate or necessary to ensuring DNR's compliance with its contractual obligations to NPS under the contract attached as Attachment B.

11. Local Sponsor shall defend and indemnify DNR and the State of Utah, and their officers, agents, and employees against, and hold the same free and harmless from, any and all claims, demands, losses, costs, attorney fees, defense costs, and/or other expenses due to, or arising out of, either in whole or in part, whether directly or indirectly, the planning, organization, development, construction, operation, or maintenance of the Project.
12. In the event of default by the Local Sponsor which default is not cured by Local Sponsor within thirty (30) days after receipt of written notice from the ASLO/SLO or DNR, DNR may, in addition to any other remedies, take possession of the Project and construct, operate or maintain the Project as DNR may deem necessary to fulfill requirements of NPS, and Local Sponsor agrees to reimburse DNR for any costs or expenses incurred by the State thereby.
13. Local Sponsor will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procedures conform to applicable Federal law and standards contained in the LWCF Manual. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
14. All solicitations for offers and bids for construction or contracts or agreements associated with the acquisition or development of the project shall:
  - a. Include an "Equal Opportunity Clause", in compliance with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations (41 CFR Part 60);
  - b. Comply with Executive Order 113858, Strengthening Buy American Preferences for Infrastructure Projects;
  - c. Include suitable provisions for termination by the Local Sponsor, including the manner by which it will be effectuated and the basis for settlement;
  - d. Include a provision that provides for termination due to default;
  - e. Include conditions under which the contract may be terminated due to circumstances beyond the control of the contractor; and
  - f. Include a provision to the effect that the sponsor, the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor, which are directly pertinent to the Project, for the purpose of making audits, examination, excerpts, and transcriptions.
15. Development plans and specifications shall be furnished to the ASLO/SLO or DNR upon request.
16. The Local Sponsor shall permit periodic site visits by the SLO/ASLO or DNR to ensure work progress in accordance with the approved Project, including a final inspection upon Project completion and subsequent compliance inspections after Project completion.

17. In the event funds should not be available for future stages of the Project, the Local Sponsor shall bring the Project to a point of usefulness agreed upon by the Local Sponsor and the ASLO/SLO.
18. All significant deviations from the Project proposal shall be submitted to the ASLO/SLO for approval prior to taking any action required by the deviation(s).
19. Any new utility lines shall be placed underground as opposed to overhead on any property acquired or developed with assistance under this Project Agreement, both during and subsequent to the Project period herein disclosed.
20. The acquisition cost of real property shall be based upon the appraisal of a competent appraiser pursuant to the provisions outlined in the LWCF Manual. Reports of such appraisers shall be furnished to the ASLO/SLO for approval by the State before Federal Fund assistance is disbursed.
21. Local Sponsor shall secure completion of work in accordance with the approved construction plans and specifications, and shall comply with all applicable Federal, State, and local laws and regulations, including but not limited to:
  - a. The National Environmental Policy Act of 1969, as amended. (P.L. 90-190, 42 U.S.C. 4321 et. seq.);
  - b. Executive Order 11514, Protection and Enhancement of Environmental Quality (March 5, 1970, as amended by Executive Order 1191, May 24, 1977);
  - c. Executive Order 11288, concerning prevention, control, and abatement of water pollution;
  - d. The Flood Disaster Protection Act of 1973 (12 U.S.C. Sec. 24. 1701-1 Supp., 42 U.S.C. Sec. 4001 et. seq.);
  - e. Executive Order 11988 Floodplain Management;
  - f. Executive Order 11296, Evaluation of Flood Hazard in Locating Federally owned or Financed Buildings, Roads, and other Facilities and in Disposing of Federal Lands and Properties;
  - g. Federal Act for Protection and Restoration of Estuarine Areas (P.L. 90-454);
  - h. Wild and Scenic Rivers Act of 1968 (P.L. 90-542) (16 U.S.C. 1274 et. sq.);
  - i. The Rivers and Harbor Act of 1899 (33 U.S.C. Sec. 401 et. seq.);
  - j. Executive Order 11990, Protection of Wetlands;
  - k. Executive Order 12898, Environmental Justice in Minority and Low-Income Populations;
  - l. Secretary's Order 3175 and ECM 95-2, which address the environmental impacts of proposed actions on Indian Trust Resources in any environmental document;



- m. Executive Order 12372, Intergovernmental Review of Federal Programs;
  - n. The Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970;
  - o. Executive Orders 11625, 12138, and 12432, pertaining to awards of contracts to small and minority business and women's business enterprises, and labor surplus area firms;
  - p. The Fish and Wildlife Coordination Act (16 U.S.C. Sec 661, 662);
  - q. The Endangered Species Act of 1973 (16 U.S.C. Sec 1531 et. seq.);
  - r. The Antiquities Act of 1906 (16 U.S.C. Sec 431);
  - s. Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17);
  - t. The Americans with Disabilities Act, of 1990, as amended, (Public Law 100-336);
  - u. The Archeological and Historic Preservation Act of 1966, as amended (P.L. 88-655, 16 U.S.C. Sec. 470 et. seq.);
  - v. The National Historic Preservation Act of 1966, as amended (P.L. 88-665, 16 U.S.C. Sec 470 et. seq.);
  - w. Executive Order 11593, Protection and Enhancement of the Cultural Environment;
  - x. Emergency Wetlands Resources Act of 1986 (P.L. 99-645);
  - y. Land and Water Conservation Fund Program of Assistance to States, Post Completion Compliance Responsibilities. (36 CFR Part 59); and
  - z. All other executive orders, Federal or State laws, guidelines, or requirements with which the State of Utah or Local Sponsor, as recipient/subgrantee, are required to comply pursuant to the provisions of the LWCF Act or LWCF Manual.
22. By signing this agreement, the Local Sponsor certifies that it will comply with all Federal and State laws relating to nondiscrimination as outlined in Section V of the Department of Interior Standard Award Terms and Conditions.
23. Local Sponsor shall do the following to facilitate DNR assistance of the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended: (a) consult with the State Historic Preservation Office and/or the Tribal Historic Preservation Office on the conduct of any necessary investigations to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are within the proposed area of potential effect of the proposed action (see 36 C.F.R. Part 800), conduct such investigations and to notify the Federal grantor agency of the

existence of any such properties, and (b) comply with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

24. Local Sponsor shall comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646, 94 Stat. 1894 (1970)), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under this Project Agreement.

## **PROJECT COSTS**

1. Local Sponsor hereby represents to and assures DNR and ASLO/SLO that it has available sufficient funds to meet its share of the cost of the Project and has the good faith intention of using such funds for completing the Project and that no financial assistance has been received, promised, or committed under any other Federal program with regard to the specific proposals covered by this Project Agreement.
2. The Local Sponsor will prepare and submit billing statements of eligible Project expenditures to the ASLO/SLO. An amount up to 10% of federal funding/participation will be assessed to each billing for State Administrative Costs. Local Sponsor is required to match the administrative cost assessment identified on page one (1) of this Project Agreement with eligible project expenditures. The entire amount assessed will be withheld from Federal Funds received from NPS in response to the billing, thus precluding the need for the Local Sponsor to advance its share of such administrative costs. Funds so received will be used to defray the costs of program administration.
3. The ASLO/SLO will release to the Local Sponsor all Federal Funds received for this Project except for State Administrative Costs. Final billings cannot be remitted until the Project is 100 percent complete and the NPS has approved the release of the funds.
4. The Local Sponsor agrees to make immediate monetary restitution for any disallowances of costs or expenditures on unauthorized activities that are disclosed through audit or inspection by the ASLO/SLO, DNR, or NPS.
5. The Local Sponsor must submit eligible costs and expenditures equaling or exceeding the Local Sponsor's Total Direct Project Cost, as detailed on page one (1) of this contract, before the project can be closed out by the ASLO/SLO.
6. Project costs eligible for assistance shall be determined upon the basis of criteria set forth in the LWCF Manual, the LWCF Act, or in written regulations which may be provided by the ASLO/SLO.

## **PROJECT ADMINISTRATION**

1. Local Sponsor shall promptly submit such reports and in such form as the ASLO/SLO may request.

Performance Progress Reports Submission Schedule:

<b>Reporting Period</b>	<b>Type</b>	<b>Due Date</b>
10/1/2023 to 9/30/2024	Annual	11/29/2024
10/1/2024 to 09/30/2025	Annual	11/29/2025
10/01/2025 to 09/30/2026	Final	12/30/2026

2. Interest earned on funds granted pursuant to this Project Agreement shall not be available for expenditure by the Local Sponsor but shall be disposed of according to instructions issued by the ASLO/SLO.
3. The Local Sponsor may ordinarily dispose of Project income, which is derived from recreation sources such as admission and entrance fees, user charges, and proceeds for concession operations. However, if the Project involves the acquisition of assets (e.g., buildings, timber, a growing grain crop, etc.), which are not essential to the development of recreational uses within the Project area and disposal of such capital assets will result in financial return to the Local Sponsor, such disposals must be completed prior to the submission of the final billing to the NPS and proceeds from the disposition credited to the Project cost at the time of this final settlement.

## **PROJECT TERMINATION**

1. The Local Sponsor may, upon written notice to the ASLO/SLO, unilaterally rescind this Project Agreement at any time prior to the commencement of the Project. After Project commencement, this Project Agreement may be rescinded, modified, or amended only by mutual agreement. The Project shall be deemed commenced when the Local Sponsor makes any expenditure or incurs any obligation with respect to the Project.
2. Failure by the Local Sponsor to comply with the terms of this Project Agreement may be cause for the suspension of all obligations of the United States or DNR and may result in a declaration by the ASLO/SLO that the Local Sponsor is ineligible to receive Federal Funds for future projects.
3. Failure by the Local Sponsor to comply with the terms of this Project Agreement shall not be cause for the suspension of all obligations of the United States or DNR hereunder if, in the judgment of the SLO, such failure was due to no fault of Local Sponsor.

## **CONFLICT OF INTEREST**

1. No official or employee of the State or the Local Sponsor who is authorized in their official capacity to negotiate, make, accept, approve, or take part in such decisions regarding a contract or subcontract in connection with this Project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the Local Sponsor, in connection with this Project shall have a financial or other interest other than their employment or retention by the Local Sponsor, in any contract or subcontract in connection with this Project.
3. No officer or employee of such person retained by the Local Sponsor shall have any financial or other personal interest in any real property acquired for this Project unless such interest is openly disclosed upon the public records of the Local Sponsor, and such

officer, employee or person has not participated in the acquisition for or on behalf of the Local Sponsor shall be responsible for enforcing the above conflict of interest provisions.

## **FINANCIAL RECORDS**

1. The Local Sponsor shall maintain a separate Project ledger of expenditures with supporting documents and records clearly referenced. Copies of such ledgers, documents, and records shall be provided with each billing to the ASLO/SLO which will support expenditures claimed. Original ledgers of expenditures, supporting documents, and all Project records shall be made available to the ASLO, SLO, NPS, or their representatives for auditing or examination at reasonable times, and shall be retained by the Local Sponsor for three years following Project termination and performance of a final audit by NPS.
2. The Local Sponsor may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the LWCF Manual and written regulations of the State which may be provided by the ASLO/SLO.
3. Interim billings may be submitted to the ASLO/SLO after completion of each element of work, payment on a contract, or payment for each parcel of land. Final billing must be submitted within 60 days after the Project period expires or all work covered by the Project has been completed, whichever shall occur first. Billings must be prepared and submitted by the department responsible for maintaining the Local Sponsor's overall financial records and certified by the signature of the officer responsible for such records.
4. Financial Report Cycle – Financial reporting on the project is due:

<b>Reporting Period</b>	<b>Type</b>	<b>Due Date</b>
10/1/2023 to 9/30/2024	Annual	11/29/2024
10/1/2024 to 09/30/2025	Annual	11/29/2025
10/01/2025 to 09/30/2026	Final	12/30/2026

## **USE OF FACILITIES**

1. The Local Sponsor agrees that the Project described in the dated project boundary map (Attachment A) is being acquired or developed with Land and Water Conservation Fund assistance and shall not be converted to other than public outdoor recreation use but shall be maintained for public outdoor recreation in perpetuity. If the Local Sponsor removes the Project from outdoor public recreation either through the sale of the project area or conversion to non-outdoor public recreation, the Local Sponsor acknowledges they are responsible for all costs associated with the replacement of the converted Project area and the subsequent construction of a new facility.
2. Any replacement of the Project, in whole or in part, must be completed in compliance with the LWCF Manual and the LWCF Act. All conversion/replacement processes must be coordinated through the ASLO/SLO and with the approval of the SLO.
3. The Local Sponsor acknowledges that this Land and Water Conservation Fund Project encumbers the property described in the Project Agreement and requires the project sponsor to maintain the property consistent with the LWCF Act. The property shall be

operated and maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained at levels reasonable to prevent injury or death to users. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated useful life so as to prevent undue deterioration.

4. The Local Sponsor will comply with all Federal and State laws relating to nondiscrimination. These laws include but are not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, sex, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability; the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, sex, national origin, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by Local Sponsor.

## **CONTACT INFORMATION**

1. Questions or correspondence with this contract or the LWCF project/program can be made to the following:

Address: Utah Division of Outdoor Recreation  
LWCF Grant Coordinator (ASLO) – Evan Beitsch  
1594 W. North Temple, Suite 110  
Salt Lake City, UT 84114  
Phone: 385-835-0778  
E-Mail: ebeitsch@utah.gov

2. Local Sponsor Contact Information:

Address: City of Millcreek  
c/o Josie Showalter  
3330 South 1300 East  
Millcreek, UT 84106  
Phone: 801-214-2761  
E-Mail: jshowalter@millcreek.us

## **PROJECT BILLING AND REIMBURSEMENTS – GENERAL REQUIREMENTS**

1. Specific instructions for billing and reimbursement forms/procedures can be obtained from the LWCF Grant Coordinator (see above).
2. Progress billings are to be submitted to the Utah Division of Outdoor Recreation for reimbursement after expenditures have been made. Reimbursement will be made for 50% of eligible costs billed, less state administrative costs.

3. Final billing must be submitted within 60 days after the project period expires, or all work has been completed, whichever occurs first.
4. A separate accounting is to be made for all project costs. This means that separate invoices and checks should be provided for project costs.

#### **ACKNOWLEDGEMENT OF LAND AND WATER CONSERVATION FUND**

1. Local Sponsor shall provide suitable permanent acknowledgment of Land and Water Conservation Fund assistance at the project site. Signs at entrances to Land and Water Conservation Fund-assisted sites shall have the words "Land and Water Conservation Fund Project" and the LWCF symbol prominently displayed. Such signs or plaques are eligible project costs.
2. It is the acknowledged intent of the parties hereto that assistance granted from Federal funds shall result in a net increase, commensurate at least with the Federal cost-share, in the Local Sponsor's outdoor recreation. It is intended by both parties hereto that assistance from Federal funds will be added to, rather than replace or be substituted for, State and/or local outdoor recreation funds.
3. Local Sponsor agrees that a notice of the LWCF Grant shall be recorded in the public records (e.g. registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property depicted in Attachment A.
4. The Local Sponsor shall diligently prosecute all phases and aspects of the subject Project in a timely and businesslike manner and shall in all respects comply with the terms, conditions, covenants, and other obligations of this Project Agreement. It is understood and agreed that the Local Sponsor shall have the basic responsibility for all phases and aspects of the Project and that all phases of the Project are subject to review and acceptance by the State and NPS as set forth herein.

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

MILLCREEK CITY  
Name of Local Sponsor

STATE OF UTAH  
By and through the Department of  
Natural Resources, Division of Outdoor  
Recreation

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Jason Curry, Director (SLO)

\_\_\_\_\_  
Title of Signing Official

ATTACHMENT A – Project Boundary Map  
(As Attached)



# MILLCREEK CITY CENTER OPEN SPACE NORTH SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28 AND THE SOUTHEAST QUARTER OF SECTION 29,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
MILLCREEK, SALT LAKE COUNTY, UTAH  
- NOVEMBER 2022 -

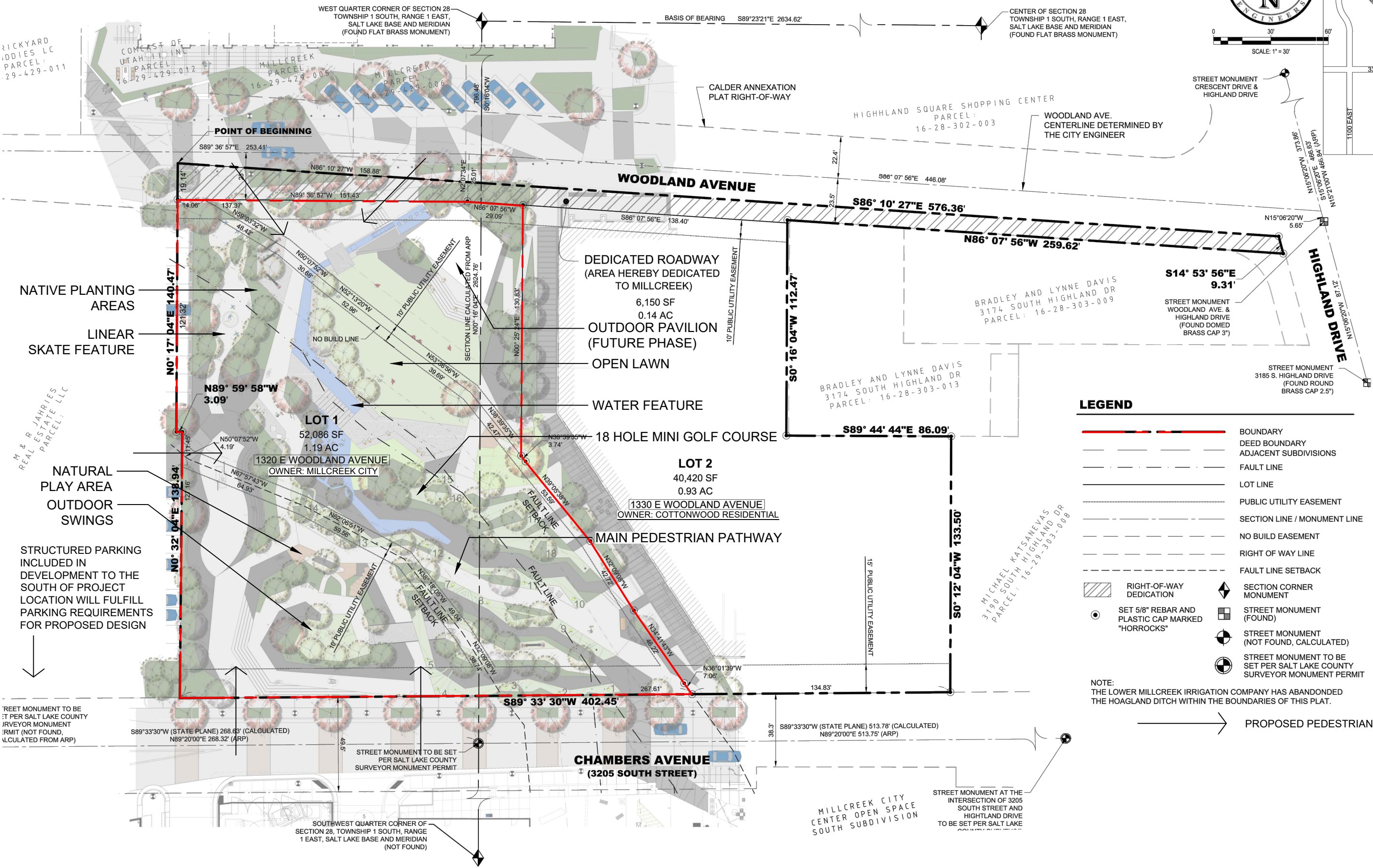
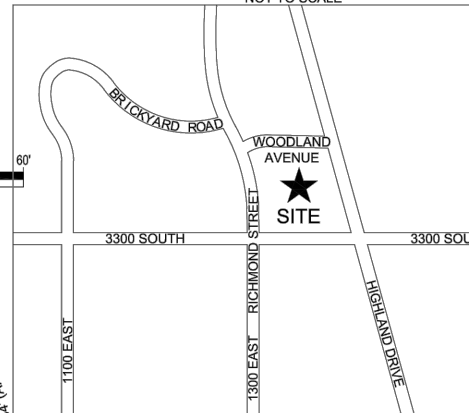
LWCF: 49-00409



SCALE: 1" = 30'

VICINITY MAP

NOT TO SCALE



## LEGEND

- |  |  |  |   |
|--|--|--|---|
|  | BOUNDARY   |  | SECTION CORNER MONUMENT   |
|  | DEED BOUNDARY                                    |  | STREET MONUMENT (FOUND)   |
|  | ADJACENT SUBDIVISIONS                            |  | STREET MONUMENT (NOT FOUND, CALCULATED)                                 |
|  | FAULT LINE                                       |  | STREET MONUMENT TO BE SET PER SALT LAKE COUNTY SURVEYOR MONUMENT PERMIT |
|  | LOT LINE   |  |   |
|  | PUBLIC UTILITY EASEMENT                          |  |   |
|  | SECTION LINE / MONUMENT LINE                     |  |   |
|  | NO BUILD EASEMENT                                |  |   |
|  | RIGHT OF WAY LINE                                |  |   |
|  | FAULT LINE SETBACK                               |  |   |
|  | RIGHT-OF-WAY DEDICATION                          |  |   |
|  | SET 5/8" REBAR AND PLASTIC CAP MARKED "HORROCKS" |  |   |

NOTE:  
THE LOWER MILLCREEK IRRIGATION COMPANY HAS ABANDONDED THE HOAGLAND DITCH WITHIN THE BOUNDARIES OF THIS PLAT.

→ PROPOSED PEDESTRIAN ACCESS POINT



ATTACHMENT B – Federal Contract, LWCF General Provisions, and Department of  
the Interior Standard Award Terms and Conditions Effective December 2, 2019-  
revised June 1, 2023  
(As Attached)

**Grant Agreement**  
**Between**  
**THE UNITED STATES DEPARTMENT OF THE INTERIOR**  
**NATIONAL PARK SERVICE**  
**AND**  
**UTAH DIVISION OF OUTDOOR RECREATION**

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## **I. LEGAL AUTHORITY**

National Park Service (NPS) enters into this Agreement pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

## **II. PERFORMANCE GOALS AND PROJECT OBJECTIVES**

- A. Performance Goals – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the public. This project will improve public outdoor recreation opportunity for the community of Millcreek, Utah by developing Millcreek Common. By developing new accessibility compliant amenities, and seasonal sports play surfaces at the park, this project has a great opportunity to impact many park users.
- B. Project Objectives – The new development will create a natural space with accompanying recreational features at Millcreek Common.

## **III. PUBLIC PURPOSE**

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

## **IV. STATEMENT OF WORK**

The City of Millcreek is requesting funds to aid with a natural space with accompanying recreational features such as walkways and playground equipment along with an 18-hole mini golf course. The project will also develop a nature area and recreational features, including a skating feature and a mini golf course. The project will be designed as a public space for the surrounding community and will be open to the public. It includes accessibility compliant access to an informal stage area, interactive water feature, open space lawn areas, seating, swings, slides, a roller and skateboard activity area, an eighteen hole mini golf course, over 22 thousand square feet of accessible multi-use walkways and decorative plaza paving surfaces, decorative walls that support native and native adapted low water use landscape with planting design that celebrates the colors, textures and beauty of spring, summer, fall, and winter. The plaza will be open year around and managed by the City of Millcreek. The project will also include site electrical services for seasonal light shows and power services for an informal stage area. Given its location and use, Millcreek Common has the potential to be a regional draw.

The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement.

## **V. RESPONSIBILITIES OF THE PARTIES**

### **A. The Recipient agrees to:**

1. Administer the grant to the Subrecipient, who shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient and Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. Develop Millcreek Common.
3. Ensure Subrecipient compliance with the requirements of 2 CFR 200. The Recipient must identify the selected subrecipient and provide the associated project and budget narratives to the NPS for review prior to making the subaward.
4. Ensure the Subrecipient selects qualified subcontractors and submits documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
5. Conduct inspections of the project site in accordance with the State's inspection agreement and Attachment A, Part III.B.
6. Verify that the City of Millcreek's actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
7. Collect and submit annual and final performance and financial reports in accordance with Article IX.
8. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) in accordance with Attachment A, Part II.F and that a sign has been installed at the park, by the time of grant closing.

### **B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.**

## VI. COST-SHARE REQUIREMENT

At least 65.5% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

## VII. PRE-AWARD INCURRENCE OF COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

## VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$2,500,000.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
  - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
  - 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  - 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  - 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
  - D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
  - E. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

## IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.

- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant. In addition, the SF-429 Cover Sheet and Attachment A is a required deliverable for acquisition and combination grants.

## **X. AWARD SPECIFIC TERMS AND CONDITIONS**

For park landscaping, the Utah Division of Wildlife Resources (DWR) recommends using trees and shrubs that can be used by breeding or migratory birds. If the grant application succeeds, DWR recommends coordination to limit disturbance to breeding birds during the construction phases.

**\* Intentional Page Break to maintain formatting in Article XI. Standard Terms and Conditions \***

## **XI. STANDARD TERMS AND CONDITIONS**

### **1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402**

Recipients must adhere the DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

### **2. APPROVED INDIRECT RATE**

NOT APPLICABLE

### **3. RESERVED**

### **4. KEY OFFICIALS**

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

### **5. PRIOR APPROVAL**

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

### **6. PROPERTY UTILIZATION**

NOT APPLICABLE

### **7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION**



- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
  - B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
  - C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.
8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

- i. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
  - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
  - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
  - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
  - d) Any other criminal, civil, or administrative proceeding if:

1. It could have led to an outcome described in paragraph B.iii. (a), (b), or (c) of this award term and condition.
2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

NOT APPLICABLE

10. PATENTS AND INVENTIONS (37 CFR 401)

NOT APPLICABLE

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

### 13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

### 14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

### 15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

## 16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

## 17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

## 18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

## 19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

## 20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

## 21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

## 22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting

additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

## 23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

## 24. CONFLICT OF INTEREST

### (a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

### (b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of

an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

## 25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

*Required Use of American Iron, Steel, Manufactured Products, and Construction Materials*

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance

program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

#### Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:



1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement reference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

### Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The followings terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

*Required Use of American Iron, Steel, Manufactured Products, and Construction Materials*

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: [www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers](http://www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers) on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are

mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica/](http://www.doi.gov/grants/BuyAmerica/). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica). Recipients requesting a waiver will be notified of their waiver request determination

by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

## 26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at [www.fgdc.gov](http://www.fgdc.gov).

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

## 27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

## XII ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A. LWCF General Provisions

Attachment B. LWCF Federal Financial Assistance Manual (v. 71, March 11, 2021)

Attachment C. SF-424 – Application for Federal Assistance

Attachment D. SF-424C – Budget Information for Construction Programs

Attachment E. SF-424D – Assurances for Construction Programs

Attachment F. Project Application and Attachments

Attachment G. 36 CFR Part 59

## **ATTACHMENT A LWCF GENERAL PROVISIONS**

### **Part I – Definitions**

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

### **Part II - Continuing Assurances**

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended



under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
  - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
  - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

### **Part III - Project Assurances**

#### **A. Project Application**

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

## B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

#### C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

#### D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.



49-00409 - Millcreek Common Phase II Open Space

Millcreek, Salt Lake  
County, Utah

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Proposed Federal Action:

Approval of a Land and Water Conservation Fund grant to construct new outdoor recreation development in a previously disturbed or developed area.

**Categorical Exclusion**

On the basis of the environmental impact information in the LWCF grant file, including the public and agency involvement documented on the associated Proposal Description and Environmental Screening Form, I am categorically excluding the described project from further NEPA analysis. The action is fully described in NPS DO-12, Section 3.3 C(18) which states, "Construction of minor structures, including small improved parking lots, in previously disturbed or developed areas."

None of the exceptional circumstances described in NPS DO-12, Section 3.5 apply to this project.

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Neal J. Bedlan  
MIDWEST REGION

8/30/2023

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Date

## Budget Narrative

Work Element	Estimated Cost
<b>A. Contractual - Professional Services</b>	
Design and Engineering	\$624,374.37
Contractor Mobilization	\$312,187.19
Permit Fees	\$312,187.19
<b>B. Construction (Facilities/Work Elements)</b>	
General Site Demolition (57,196 SF at \$0.05 per SF)	\$2,859.80
Mass Grading (57,196 SF at \$0.30 per SF)	\$17,158.80
Fine Grading (57,196 SF at \$0.10 per SF)	\$5,719.60
Soil Amendments-Trees & Sod Areas (17,300 SF at \$1.50 per SF)	\$25,950.00
Site Infrastructure, Sewer, Water, Gas, Electricity, and Stormwater (Lump Sum)	\$250,000.00
Concrete Paver (16,333 SF at \$20.00 per SF)	\$326,660.00
Angular Walls (11,188 SF at \$70.00 per SF)	\$783,160.00
3' Privacy Wall (101 LF at \$65.00 per LF)	\$6,565.00
Walls FF (vertical walls) (3,501 FF at \$50.00 per FF)	\$175,050.00
Artificial Turf Play Surface and Hang Out Hills (2,952 SF at \$35.00)	\$103,320.00
Stairs (589 LF at \$120.00 per LF)	\$70,680.00
Skate Alley (15,423 SF at \$100.00 per SF)	\$1,542,300.00
Wood Bridge and Wood Decks (723 SF at \$250.00 per SF)	\$180,750.00
Mini Golf Course not including clubs and balls (4,862 SF at \$20.00 per SF)	\$97,240.00
Water Feature (2,850 at \$300.00 per SF)	\$855,000.00
Shade Trees (79 Trees at \$750.00 per tree)	\$59,250.00
Ornamental Trees (50 Trees at \$750.00 per tree)	\$37,500.00
Turf with Irrigation (4,859 SF at \$1.50 per SF)	\$7,288.50
Shrub and Groundcover Area with Irrigation (12,099 SF SF at \$8.00 per SF)	\$96,792.00
Landscape Boulders (30 Boulders at \$500.00 per Boulder)	\$15,000.00
Site Electrical which includes all the permanent electrical features. Phone and laptop charging ports are included in the site electrical. (Lump Sum)	\$250,000.00
Bollards (permanent) (10 bollards at \$2,500 per bollard)	\$25,000.00

Speaker/Music System (Permanent) Used for daily ambient music, festivals, and events. (Lump Sum)	\$250,000.00
Area Light Poles (23 Light Poles at \$4,000 per Light Pole)	\$92,000.00
Pedestrian Level Lights (60 Lights at \$3,000 per Light)	\$180,000.00
Concrete Land Slides (2 Slides at \$45,000 each)	\$90,000.00
Wayfinding Signage (Lump Sum)	\$30,000.00
<b>C. Equipment</b> - Recreation Facilities (be specific and list any additional facilities)	
Plastic Tube Slides (2 Slides at \$60,000 each)	\$120,000.00
Permanent Benches (23 Benches at \$2,500 each)	\$57,500.00
Dog Waste Stations (4 Stations at \$3,500 each)	\$14,000.00
Seesaw with Lights (4 Seesaws at \$50,000 each)	\$200,000.00
Swings w/Lights (10 swings at 3,500 each)	\$35,000.00
Ineligible costs are not presented in this table but are on the SF424C form	
<b>Total Direct Project Costs (TDPC)</b>	<b>\$7,250,492.45</b>
<b>Grant Project Cost Share – Sponsor *</b>	<b>65.5195834318812 % = \$4,750,492.45</b>
<b>Grant Project Cost Share – LWCF*</b>	<b>34.4804165681187% = \$2,500,000.00</b>
<b>Indirect Rate- State Park Project no indirect</b>	<b>0%</b>
<b>Indirect Amount</b>	<b>\$0</b>
<b>Total Grant Cost (direct + indirect)</b>	<b>\$7,235,491.70</b>
<b>Total Grant Cost Share – LWCF*</b>	<b>34.4804165681187% = \$2,500,000.00</b>
<b>Total Grant Cost Share – Sponsor*</b>	<b>65.5195834318812 % =\$4,750,492.45</b>
<b>*actual percentage calculated out to 13 decimal places</b>	

**Note:** Itemize work elements and estimate the cost of your proposed project. If work elements/facilities are not included in the list, please feel free to change and/or add them to the list. “Contingency Funds” are not eligible work elements.

Department of the Interior  
Financial Assistance Award General Terms and Conditions  
Effective June 1, 2023

I. ADMINISTRATIVE REQUIREMENTS

A. Acceptance of Terms and Conditions of Award

1. Recipients and subrecipients of the Department of the Interior (DOI) financial assistance (i.e., grant and cooperative agreement) awards (awards) must comply with the applicable terms and conditions incorporated into their Notice of Funding Opportunity or Notice of Award. These terms and conditions are in addition to the assurances and certifications made as part of the award application process through submission of the Standard Forms SF-424B Assurances for Non-Construction Programs and SF-424D Assurances for Construction Programs (see <https://www.grants.gov/forms/sf-424-family.html>), or through acceptance of certifications and representations in the System for Award Management (SAM.gov).
2. Acceptance of a financial assistance award from the DOI carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Acceptance of a Federal financial assistance award from the DOI means starting work, drawing down or requesting funds, or accepting the award via electronic means. Upon accepting the award, the recipient must comply with all terms and conditions imposed upon the award by the DOI and the recipient understands that acceptance of funds from the DOI constitutes a consent to fulfill and comply with all terms and conditions.

B. Recipient Responsibilities Regarding Subrecipients and Subcontractors

Recipients passing Federal funds through to subrecipients and contractors are responsible for ensuring their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and agency requirements. Recipients must review their official award document for additional administrative and programmatic requirements. Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected on the official financial assistance award document can result in the DOI taking one or more of “Remedies for Noncompliance” described in [Title 2 Code of Federal Regulations \(CFR\) Section 200.339 through Section 200.343](#).

C. No-Cost Extension Requests

A no-cost extension request, if granted, allows a recipient additional time to complete the overall goals and performance objectives of the award.

If the recipient determines additional time is required to complete the project's original scope with the funds already made available, an authorized official of the recipient entity may submit a request in writing to the awarding officer to extend the award if the awarding agency has not waived the prior approval provision set forth in [§200.308 Revision of Budget and Program Plans, \(e\)\(2\)](#). Extension requests must be made at least ten (10) calendar days before the



original period of the performance end date explaining the reason for the request. Extensions are not automatic and must not be requested merely to use unobligated balances. The awarding official will inform the recipient in writing whether an extension request has been granted.

D. Payments

1. For domestic financial assistance awards. Payment will be made by electronic drawdown reimbursement through the [Department of the Treasury, Automated Standard Application for Payment \(ASAP\) System](#), unless there is an approved waiver in place. Drawdowns to a recipient must be limited to the minimum amounts needed and will be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purposes of the approved program or project. The timing and amount of cash advances must be as close as is administratively feasible to the actual disbursements by the recipient for direct program or project costs and the proportionate share of any allowable indirect costs.
2. For foreign financial assistance awards. The preferred method of payment is with a United States based (US-based) financial institution. For foreign assistance awards where no such US-based banking relationship exists, payments may be made using the standard method established by the Department of the Treasury for International Treasury Services (ITS).

E. Department of the Interior Agency Regulations for Grants and Cooperative Agreements

Recipients are required to follow the applicable provisions of [Title 2 CFR, Subtitle B, Chapter XIV, Parts 1400-1499](#), the “Financial Assistance Interior Regulations.”

F. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Recipients are required to follow the applicable provisions of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (‘Uniform Guidance’) located at [Title 2 CFR Part 200](#).

G. Institutions of Higher Education (IHE), State and Local Governments, Tribal Governments, and Non-Profit Organizations

In addition to Subparts A-F of the Uniform Guidance, IHEs, State and local government, tribal, and non-profit recipients are required to follow applicable Uniform Guidance (2 CFR Part 200) provisions, including:

[Special Consideration for States, Local Governments, and Indian Tribes](#)

§200.416, Cost allocation plans and indirect cost proposals

§200.417, Interagency service

[Special Consideration for Institutions of Higher Education](#)

§200.418, Costs incurred by states and local governments

§200.419, Cost accounting standards and disclosure statement

[2 CFR Subpart F, Audit Requirements](#)

[Appendix III](#) - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHE)

[Appendix IV](#) - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

[Appendix V](#) - State/Local Government and Indian Tribe Wide Central Service Cost Allocation Plans

[Appendix VI](#) - Public Assistance Cost Allocation Plans

[Appendix VII](#) - States and Local Government and Indian Tribe Indirect Cost Proposals

[Appendix VIII](#) - Nonprofit Organizations Exempted from Subpart E of Part 200

H. [Foreign Entities](#)

1. [Foreign public entities](#) are also subject to the requirements specific to States, with the following exceptions in the Uniform Guidance:
  - a. The State payment procedures in Section 200.305(a) do not apply. Foreign public entities must follow the payment procedures in Section 200.305(b).
  - b. The requirements in Section 200.321, Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, do not apply.
  - c. The requirements in Section 200.322, Procurement of recovered materials, do not apply.
2. [Foreign non-profit organizations](#) are subject to the requirements specific to non-profit organizations.
3. [Foreign Institutions of Higher Education \(IHE\)](#). Institutions located outside the United States that meet the definition in [20 United States Code \(U.S.C.\) Part 1001](#) are also subject to the requirements specific to IHEs.
4. [Foreign for-profit entities](#) are subject to the cost principles in [48 CFR 1, Subpart 31.2](#).

5. All other foreign entities are subject to the requirements applicable to non-Federal entities in [2 CFR Part 200, Subpart E](#).
6. For-Profit Entities, Individuals, and Others. For-profit entities, individual and other not covered by provisions set forth in previous sections must follow applicability standards set forth in Section [2 CFR 200.101\(b\) \(2\), Table 1](#).

I. Remedies for Non-Compliance

A recipient or subrecipient's failure to comply with the terms and conditions outlined herein and those reflected on the official financial assistance award document can result in the DOI taking one or more of the "Remedies for Noncompliance" described in the Uniform Guidance at [Sections 200.339 through 200.343](#).

II. NATIONAL POLICY REQUIREMENTS

The following statutory, regulatory, and national policy requirements apply to individuals and non-Federal entities, including foreign public entities and foreign organizations, receiving, or performing under Federal awards, unless otherwise described in this section.

A. [2 CFR Part 200, §200.112, Conflict of Interest](#)

The recipient must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with 2 CFR Part 1402, Financial Assistance Interior Regulation, [Section 1402.112 What are the conflict of interest policies?](#)

B. [43 U.S.C. Chapter 46, Geospatial Data, §2801–2811](#)

Recipient collection of geospatial data under a DOI-funded award requires a due diligence search at the [GeoPlatform.gov](#) list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at [www.fgdc.gov](#). Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the DOI bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines, or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

C. [2 CFR Section 1402.315, What are the requirements for availability of data?](#)

1. All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the

Interior, including being available in a manner that is sufficient for independent verification.

2. The Federal Government has the right to:

- a. Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and
- b. Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

D. [2 CFR Part 170, Reporting Subawards and Executive Compensation.](#)

1. Reporting of First Tier Subawards.

- a. Applicability. Unless the recipient is exempt of this award term, the recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
- b. Where and when to report.
  - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, reports should be submitted no later than the end of the second month after the initial award date.
- c. What to report. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

2. Reporting total compensation of recipient executives for non-Federal entities.

- a. Applicability and what to report. The recipient must report total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year, if:
  - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in [2 CFR 170.320](#);

- ii. In the preceding fiscal year, the recipient received:
  - (a) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards);
  - (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and
  - (c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [Section 6104 of the Internal Revenue Code of 1986](#). (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. The recipient must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of the recipient's registration profile at [SAM.gov](#).
  - ii. No later than the end of the second month after the initial award data, and annually thereafter.
- 3. Reporting of Total Compensation of Subrecipient Executives.
  - a. Applicability and what to report. Unless the recipient is exempt as provided in paragraph 4. of this award term, for each first-tier non-Federal entity subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received:
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards);
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [Section 6104 of the Internal Revenue Code of 1986](#). (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

- b. Where and when to report. The recipient must report subrecipient executive total compensation:
    - i. To the recipient.
    - ii. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.
4. Exemptions. If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:
  - a. Subawards, and
  - b. The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions. For the purposes of this award term:
  - a. “Federal Agency” means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  - b. “Non-Federal entity” means all the following, as defined in 2 C.F.R. Part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization; and
    - iv. A domestic or foreign for-profit organization
  - c. “Executive” means officers, managing partners, or any other employees in management positions.
  - d. “Subaward” means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

- i. The term does not include the recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.331).
    - ii. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.
  - e. "Subrecipient" means a non-Federal entity or Federal agency that:
    - i. Receives a subaward from the recipient under this award; and
    - ii. Is accountable to the recipient for the use of the Federal funds provided by the subaward.
  - f. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)).
- E. [43 CFR Part 18, New Restrictions on Lobbying](#). The Authorized Representative's signature on the application submitted to a DOI Bureau or Office certifies to the statements in [43 CFR Part 18, Appendix A-Certification Regarding Lobbying](#). These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award and require disclosure of the use of non-Federal funds for lobbying. Any recipient that requests or receives more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. Visit [43 CFR Part 18.110, Certification and Disclosure](#) requirements for more information. This provision does not apply to Tribes, tribal organizations, or Indian organization expenditures specifically permitted under other Federal laws.
- F. [5 U.S.C. Parts 1501-1508 and 7324-7328 \(i.e., Hatch Act\)](#). Recipient agrees to comply, as applicable, with requirements of the Hatch Act, which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- G. [41 U.S.C. Part 6306, Prohibition on Members of Congress Making Contracts with Federal Government](#). No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.
- H. [43 CFR Part 17 – Nondiscrimination in Federally Assisted Programs of the Department of the Interior](#) prohibit discrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance.



- I. [42 U.S.C. Chapter 126 of The Americans with Disabilities Act of 1990, entitled “Equal Opportunity for Individuals with Disabilities”](#) prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Further, [42 U.S.C. Chapter 60, Subtitle C Part 60-1.4\(b\)](#) is applicable in full enforcement by reference in these terms and conditions, including the equal opportunity clause and requirements for clauses in contracts for all construction projects receiving Federal financial assistance funding.
- J. [28 CFR Section 35, Non-discrimination on the Basis of Disability in State and Local Government Services](#) implements Subtitle A of Title II of the Americans with Disabilities Act of 1990 ([42 U.S.C. 12131-12134](#)), as amended by the ADA Amendments Act of 2008 ([Pub. L. 110-325](#), 122 Stat. 3553), which prohibits discrimination on the basis of disability by public entities.
- K. [Homeland Security Presidential Directive \(HSPD\) 12](#). The subrecipient or contractor must comply with personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under a subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.
- L. [Executive Order No. 13043, Section 1\(c\) and \(d\) \(1997\), Increasing Seat Belt Use in the United States](#) encourages recipients including tribal governments to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- M. [Executive Order No. 13513, Section 4 \(2009\), Federal Leadership on Reducing Text Messaging While Driving](#). DOI encourages recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or a Government Owned Vehicle, or while driving a Personal Owned Vehicle when on official Government business or when performing any work for or on behalf of the Government.
- N. [Executive Order No. 14026 \(2021\), Increasing the Minimum Wage for Federal Contractors](#) Establishes a minimum hourly wage paid by parties that contract with the Federal government of \$15.00. The Order applies to any contract or contract-like instrument, Contract-like instruments are defined in [29 CFR §23.20, Definitions](#).
- O. [35 U.S.C., Title 35, Part II, Chapter 18, Patent Rights in Inventions Made with Federal Assistance](#)). Formerly known as the Patent and Trademark Act Amendments, the Bayh-Dole Act is a federal law enacted in 1980 that enables universities, nonprofit research institutions and small businesses to own, patent and commercialize inventions developed under federally funded research programs within their organizations. The law creates a uniform patent policy among the federal agencies that fund research. The standard patent rights clause is set forth at [37 C.F.R., Chapter IV, Part 401](#) and included as needed at the program and award level.



### III. RECIPIENT INTEGRITY AND PERFORMANCE

#### A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement. If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the currency of information reported to SAM.gov, the designated integrity and performance system) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition.<sup>1</sup> This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by [Section 3010 of Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings About Which the Recipient Must Report. Submit the required information for each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b. Reached its final disposition during the most recent five-year period; and
  - c. Is one of the following:
    - i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
    - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - iii. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
    - iv. Any other criminal, civil, or administrative proceeding if:
      - (a) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

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<sup>1</sup> Please note that in FY 2023 the former Federal Awardee Performance and Integrity Information System (FAPIIS) is now integrated into the SAM.gov system.

- (b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
  - (c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- 3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The recipient does not need to submit the information a second time under assistance awards received if the recipient already provided the information through SAM because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.
- 4. Reporting Frequency. During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the recipient has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- 5. Definitions. For purposes of this award term and condition:
  - a. "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - b. "Conviction" for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
  - c. "Total value of currently active grants, cooperative agreements, and procurement contracts" includes:
    - i. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    - ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### IV. FUTURE BUDGET PERIODS

If it is anticipated that the period of performance will include multiple budget periods, funding for the subsequent budget periods that are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the initial Federal award.

#### V. TERMINATION PROVISIONS

- A. Per [§200.340 Termination](#), the Federal award may be terminated in whole or in part as follows:
1. By the Federal awarding agency or pass-through entity, if the recipient entity fails to comply with the terms and conditions of the award;
  2. By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
  3. By the Federal awarding agency or pass-through entity with the consent of the recipient entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  4. By the recipient entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or passthrough entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
  5. By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

#### VI. FEDERAL AWARDING AGENCY, PROGRAM SPECIFIC TERMS AND CONDITIONS

- A. The Federal awarding agency must include with each Federal award any terms and conditions necessary to communicate requirements that are in addition to the requirements outlined in these general terms and conditions.
- B. Refer to the terms and conditions of the award issued by the DOI sub-agency providing direct funding for the project for performance goals, indicators, targets, and baseline data. The DOI sub-agency awarding project specific funding will specify in terms and conditions additional to those set forth in this document on how performance will be assessed, including the timing and scope of expected performance ([2 C.F.R §200.202](#) and [§200.301](#)).



**Minutes of the  
Millcreek City Council  
September 25, 2023  
5:00 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 September 25, 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 (electronic, left at 7:26pm)

**City Staff**

Francis Lilly, Assistant City Manager  
Elyse Sullivan, City Recorder  
John Miller, Public Works Director  
John Brems, City Attorney  
Kurt Hansen, Facilities Director  
Rita Lund, Communications Director  
Lisa Dudley, HR-Finance Director  
Jim Hardy, Building Official

**Attendees:** Nancy Carlson-Gotts, Jamie Allyn, John Knoblock, Virginia Webb, Lynn Webb, Steven Whitaker, Shonnie Hays, Katie Murakami, Jake Murakami, Adam Watts, Tom Bauman, Mary Ann Bauman, Megan and Joey Dolim, Darlene Chytraus, Thomas Wahl, Justin Gull, Jamie Walker, Kumar Shah, Robert Campbell, Kathy Blake, Chief Steve DeBry, Detective Aaron Smith

**WORK MEETING – 5:00 p.m.**

**TIME COMMENCED – 5:03 p.m.**

Mayor Silvestrini called the work meeting to order.

**1. Canyon Rim Park Pickleball Courts Update; John Miller, Public Works Director**

John Miller said the city had an agreement with the Church of Jesus Christ of Latter-Day Saints on parking for the pickleball courts at Canyon Rim Park. The project engineers updated their estimate, with a two-year delay and 20% increase, which resulted in an estimate of just under \$1 million. He said Highland City recently installed 8 pickleball courts and their bid last year was \$420,000. Millcreek's estimate includes parking, two additional courts, and a 10% contingency. The extra \$200,000 would come from Fund Balance or other projects if there was funding available. Council Member Jackson asked what the expense would be if the city did not install the two eastern courts. Miller said there would be a savings of \$120,000, but if the city were to add them later, it would cost significantly more. Mayor Silvestrini felt the courts should all be

constructed at once. Miller said now was the prime time to bid the project for spring 2024. Council Member Uipi asked about the savings. Miller said about \$120,000 to remove two courts, excluding engineering for updating the plans. Mayor Silvestrini said the city budgeted \$800,000 for the project but the anticipated bid was \$1 million. Lisa Dudley said there would be a budget amendment in October that could accommodate it. The council directed staff to put the project out to bid.

## **2. Millcreek City Flag Discussion; Francis Lilly, Assistant City Manager**

Mayor Silvestrini said the city council had discussed redesigning the city's flag per the Millcreek Youth Council's recommendation after they attended a flag design presentation at the state legislative session a couple years ago. The youth council came up with a design proposal, and there were elements of the flag they created that the city council liked and did not like. Council Member Catten had been revising that flag design based on council feedback. Francis Lilly said an internal design committee had a preference for 1A and 5A from the sheet of examples he provided to the council. The colors were from the city's logo or emblematic from it. Lilly showed the new flag that Sandy City created, and it was too similar to 1A. Council Member Catten said water was difficult to portray on the flag. Council Member Uipi said she liked 5A with the mountain from 1A. Mayor Silvestrini liked the colors in 1A. Council Member Catten said the city's logos were not bright enough for a flag. Council Member Uipi liked the water wheel in front of the mountains. Council Member Catten said she would bring back two options for further council review. Council Member DeSirant appreciated the wide mountains in option 3 and not in 4.

## **3. Community Council Recommendations on Planning and Zoning Matters; Francis Lilly, Planning & Zoning Director**

Francis Lilly reported observations and best practices from the community council meetings. The legal basis for the community council recommendations came from Millcreek code 2.56.100, and it described the type of land use applications they got to provide recommendations on. He said per state code, once a subdivision or conditional use application is filed with the city, a timer starts. The planning commission has to take up that item within a certain amount of time otherwise it is deemed approved. He reviewed how Salt Lake City processes their 29 community council meetings. They have a 45-day waiting period after applications are filed. Staff does not attend the meetings or present the application unless the city is the applicant, but they can answer questions. Their councils do not provide motions, but provide written comments to staff on the applications. The city requires an annual recertification of the community councils. Council Member Jackson asked if their recertification process included training. Lilly said no. Council Member Catten asked if the community councils were independent of the city. Lilly said yes. He noted Millcreek's councils had firm jurisdictional boundaries.

Lilly said Millcreek's current practice was for staff to create a memorandum in advance of the community council meeting, notice the meetings, and attend the meeting and give a brief presentation on the application. At the meeting the applicant provides comment, the councils take comments from residents, the councils discuss and make a motion on the application, then staff summarizes the recommendation in their staff report to the planning commission. Staff preferred receiving a written community council recommendation. His observations of the meetings were that sometimes the council members did not read the staff reports, staff presentations sometimes ran long, timekeepers were a good idea, written recommendations were helpful, there was sometimes confusion over processes, the councils sometimes felt rushed to

make decisions, and staff was tired as the planning presentations took away from other pressing matters. He wondered if the process was over-formalized with staff reports. Sometimes members of the community councils or residents have been uncivil towards staff, staff receives questions beyond the scope of the application they are not prepared to answer, and applicants are denied the chance to speak, or their character is attacked. These instances affect staff morale. The recommendation process the community council participates in creates a liability on the city even though they are independent entities. He said staff have had some degrading comments made to them, and it has become a Human Resources issue.

Lilly said some options for the future were to have training and annual certification, staff providing a written report without the expectation to present it or attend the meeting, ask for council comments instead of a formal motion, staff provide a form for the council to fill out indicating their recommendation and reasoning, hold a pre-meeting with council chairs to discuss pending applications, create a public comment waiting period that gives councils more time to vet applications, standardize procedures and expectations for civility and decorum, have multiple meetings to discuss sensitive issues, and informalize the process so interactions are less like a planning commission. He recommended a meeting with the four community council chairs and two city council members to collaborate on a better procedure. At a minimum, they should agree on mandatory training and certification, consistency across councils for processes and bylaws, and standards of conduct.

Mayor Silvestrini said the city prided itself in creating a good culture for staff and noted there is tenseness during the week when community council meetings are held. He valued the community council recommendations, but the leadership needed to take an active role in not allowing uncivil discourse with the council members and members of the public. It is unacceptable for derogatory comments to be made against applicants, staff, and other members of the public. The city has deadlines to meet under state law. The legislature is constantly looking for ways to speed up development processes. They have been focused on creating affordable housing and speeding up development to accommodate. He felt that more citizen and community council involvement early on improved projects. He said recently during a meeting, the Mt. Olympus Community Council denied an applicant the opportunity to speak on their application and that was not okay. He said part of this was a training issue. He valued the community councils. He said if the community council chair needed assistance, the other members should step up.

Council Member Catten said when Millcreek became a city, maintaining the community councils was important. The community councils often field the angriest residents as the first step in the land use application process. She felt training needed to be improved. She wondered if the community councils needed more independence and to be responsible for looking at staff reports. Staff could then answer questions on the staff report instead of a presentation, unless the application was for a big item.

Council Member Jackson said she had attended all four community councils' meetings. She said sometimes people feel that staff were pushing agendas, but staff represented applications. She would like to see a more robust engagement with the community and the community councils. She felt the community councils could do more to engage the public by noticing their meetings. Council Member Catten said the city could educate the public on development processes. She suggested a dedicated page on the city's website to do so.

Council Member DeSirant noted the city was still young and had time to figure this out. Council Member Uipi thanked Millcreek staff for their efforts, the community members who serve on the councils, and David Baird for his service on the Mt. Olympus Community Council. She acknowledged the important role the community councils played. She felt the councils needed to attend annual training. The city had previously extended the mailed notice of meetings from 300 feet to 600 feet for certain land use applications. She noted that some people have had circumstantial challenges in their life, and she did appreciate comments being made about “those” people. The city did not want an east-west divide in the city. The city council was making decisions for posterity. She hoped to move forward with civil discourse.

Mayor Silvestrini invited the community council chairs to speak. Nancy Carlson-Gotts, East Mill Creek Community Council, said there had been educational trainings for the councils but few members attended. She felt if the city did a training on Robert’s Rules of Order and Procedure and decorum, it would be beneficial. She said there was confusion on policies and bylaws. Mayor Silvestrini felt the city should sponsor training. He said a certain number of people from the community councils should be required to attend or they would be disqualified as a community council. Carlson-Gotts agreed. She asked how questions/comments would get back to the community councils. She felt some applications did not need to go to the community council or have planners attend.

Kumar Shah, Mt. Olympus Community Council, thought having timekeepers was an excellent idea. He liked staff written recommendations, but felt they should still be presented. He liked annual training, but felt a 6-month training cycle would be better than annual. He thought consistency across community council bylaws and processes would be beneficial. He agreed with Council Member Catten’s application process idea on the city’s website. He suggested legal sensitivity training as part of the regular training. The once-a-year training should include updates on the legislative sessions, particularly involving public comment. He said the city should have a communications team to help the communications director. People needed to learn how to listen and have critical thinking skills, and have compassion/sensitivity training.

Jamie Walker, Millcreek Community Council, agreed on standardized training offered throughout the year. He felt a lot of members did not know what to do and stood on soapboxes. He thought having a 3-minute timer and establishing protocol at the beginning of the meeting was helpful. He thought a standardized form would be helpful. He suggested having Nancy Carlson-Gotts review all of the community councils’ bylaws. Walker appreciated methods to shorten meeting times. He noted human decency was an issue. He said he was a proponent of not having cities review plans in the development process. He brought up that staff reports did not always get to the community councils early enough for appropriate review. He suggested team building events to help squash drama with the community councils and staff.

Mayor Silvestrini said when meetings ran long, staff has to stay late to lock up city hall. He said moving forward, meetings might be held at the Adventure Hub on Millcreek Common since staff was there until late for Millcreek Common activities anyway. Mayor Silvestrini said there was benefit for the applicants to attend and be able to provide feedback because projects were improved that way. Council Member Catten said the way a room is organized is important. She said it can be confusing for applicants and the public if the room is disorganized.

John Knoblock, Mt. Olympus Community Council, felt annual training, a standard meeting protocol, and a timekeeper was a good idea.

Lilly would gather the community council chairs and a couple of city council members to collaborate further on the issue.

#### **4. Staff Reports**

There were none.

#### **5. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items**

Mayor Silvestrini said a residential property in the Foothill and Canyon Overlay Zone (FCOZ) was going through a substantial remodel and the city code required a geotechnical study. There is a hillside in the backyard that could present stability issues, but the foundation was stable. The applicants have raised a concern about the cost of a geotechnical report, about \$20,000, and asked the city for relief from those requirements. There was not currently a process to give someone a waiver. He wondered if a geotechnical acknowledgement accepting all risk could be recorded on the property if something were to happen in the future. He felt it might be something to consider in this instance since the house had been there for over 50 years. Council Member Catten acknowledged the extra staff time this process would require. Council Member Uipi said this would create a precedent. Council Member DeSirant asked how much of the housing stock had similar features. Mayor Silvestrini said it was the zone, not the age of the house, which required the report. Lilly said there were a few hundred homes in FCOZ that were subject to the requirement. Council Member Catten did not feel comfortable with the technical aspect enough to change ordinance. Council Members Jackson and Uipi acknowledged the city liability and needed more information. Mayor Silvestrini asked for a staff report for a future meeting. Lilly said he would get the city's contracted geologist's opinion on the matter. Mayor Silvestrini wondered about additional staff time it would require. Lilly said the zoning rules were generally in place for a reason. He would provide the council with a number of homes potentially impacted.

**Council Member Jackson moved to adjourn the work meeting at 6:42 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.**

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**REGULAR MEETING – 7:00 p.m.**

**TIME COMMENCED: 7:04 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 Unified Police Department Millcreek Precinct Officer of the Month for August 2023**



Chief Steve DeBry announced Detective Aaron Smith as Officer of the Month for August 2023. Detective Smith investigated multiple commercial burglaries; 15 businesses were victimized in one week. Detective Smith identified the suspect and stolen property/evidence was recovered. There were similar burglaries in other counties that were linked to the same suspect.

### 1.3 Public Comment

Mayor Silvestrini said the city council was not considering a General Plan amendment/rezone application on Wasatch Boulevard (ZM-23-004) that night, it would come before the council on its first reading on October 9<sup>th</sup>, and a second reading would take place on October 23<sup>rd</sup>.

Shonnie Hays noted that village center uses were primarily for retail, commercial business, and offices intended to serve the surrounding residences. Village centers are smaller centers that include neighborhood scale commercial, with buildings compatible with existing buildings. She felt a Porsche car dealership (ZM-23-004) was not the scale of a village center and would only serve a small portion of the neighborhood. She wondered if a car dealership would fit into any of the other village centers in the city. She wondered if community councils were persuaded by tax revenue. She wondered about a traffic study on 18-wheelers in the neighborhood and if the model Palm Springs location was 4 acres. She proposed the dealership be scaled back to 3 or fewer acres.

Robert Campbell felt the Porsche application (ZM-23-004) was a done-deal, regardless of public comment. He wondered how a 4-story apartment building and 4-acre car dealership fit in with the existing neighborhood. He was opposed to the application.

Virginia Webb expressed frustration about the car dealership (ZM-23-004) and her lack of notification on the application.

Thomas Wahl worried about retail competition with Olympus Hill Shopping Center by having commercial on the west side of Wasatch Blvd. He felt apartments there would create more traffic and crime. He did acknowledge that a car dealership in between the ramps to I-215 made sense (ZM-23-004).

Elyse Sullivan read an email received from David Frey, *"I am passionately in opposition to the rezone effort at 4074 Wasatch Bl as, if passed, any tax revenues will only serve the interests of the city admin and the glutinous city center that bewilders most who see it, other than those who are building it. There are many other ways to generate additional tax revenues to benefit the residents of Olympus Cove, as promised to the residents, a welcoming, inviting "Village Center" with tax generating restaurants, shops, open space (like Holladay City). High-density apartments will also bring an absolutely negative impact to the neighborhood, and other services. I personally spoke with the firefighters at the station on Jupiter and they strongly agree that apartments will bring a disproportionate additional work load for their services in our neighborhood. My experience when talking with owner residents in Olympus Cove is that THEY DO NOT WANT THIS, even though you try to spin the response as if they do. Allowing this zone change will be a mistake!"*

## 2. Planning Matters

### **2.1 Discussion and Consideration of Ordinance 23-32, Rezoning Certain Property Located at Approximately 3179 South Highland Drive from R-1-8 (Residential) to C-3 (Commercial)**

Francis Lilly said the council asked him to explore allowing for an additional access on Woodland Avenue at their last meeting. In talking to the developer, it was decided that creating an access would eliminate necessary parking for the project to meet code. He recommended to either install the second access or accept the community's recommendation about not having one and move forward. Council Member Jackson asked what changed between then and two months prior when a second access was included in regard to parking. Lilly said landscaping was added. Council Member Jackson expressed concern with not having the second access and a problem arising.

Adam Watts, applicant, said the initial site plan submittal included two accesses, one on Highland Drive and one on Woodland Avenue. After talking to the neighborhood and adding landscaping, the second access onto Woodland Avenue was removed. He said adding another access would require redesigning the site. He noted there would be an 8-foot landscaping buffer on the Woodland Avenue side of the property.

Mayor Silvestrini asked for public comment. He noted the council had already had a first reading on the application at a prior meeting.

Kathy Blake, Woodland Avenue, appreciated the removal of the access onto Woodland Avenue. She said the city center moved to her and it has created an impact on her neighborhood. Mayor Silvestrini asked Blake to let the city know if there was continued traffic impacts after construction was finished on Highland Drive.

Joey Dolim, Woodland Avenue, appreciated the removal of the second access on Woodland Avenue. He was concerned with using the parking lot as overflow parking for the city center. Mayor Silvestrini said the city would consider signs to avoid issues. He thanked the residents for their input.

**Council Member Jackson moved to approve Ordinance 23-32, Rezoning Certain Property Located at Approximately 3179 South Highland Drive from R-1-8 (Residential) to C-3 (Commercial), subject to approval of a development agreement. 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 Ordinance 23-33, 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**

**Council Member Jackson moved to approve Ordinance 23-33, 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. 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.**

**2.3 Discussion and Consideration of Ordinance 23-34, 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**

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

**3. Business Matters**

**3.1 Discussion and Consideration of Resolution 23-46, Cancelling the Council District 1 and Mayor Races for the 2023 Municipal General Election and Electing Silvia Catten to District 1 and Jeff Silvestrini to Mayor**

Mayor Silvestrini said nobody except Council Member Catten filed to represent District 1 and nobody except him filed to be mayor for the 2023 election. This resolution would cancel the election with respect to District 1 and the mayor's at-large race. The reason to do that was instead of printing the ballots with one choice, no ballot would be printed. The city pays the county clerk for elections. By canceling these races, the city would save at least \$85,000 in budgeted expenses. There would still be an expense to run the contested District 3 race. He requested the resolution be amended in the "Now, Therefore, Be it Resolved" clause to state that "the ballot for races for District 1 and mayor do not include any contested races or ballot propositions and the candidates are hereby considered elected." He wanted to clarify there was a contested race for District 3 and there would be an election for District 3 residents.

**Council Member Jackson moved to adopt Resolution 23-46, Cancelling the Council District 1 and Mayor Races for the 2023 Municipal General Election and Electing Silvia Catten to District 1 and Jeff Silvestrini to Mayor, as amended. Council Member DeSirant seconded. Council Member DeSirant noted the write-in candidate deadline had passed. Mayor Silvestrini found it remarkable that nobody filed to challenge the incumbents in the two races. He concluded they were doing a satisfactory job. He was grateful and humble to the peoples' vote of confidence. Council Member Catten said she felt lucky to serve and hoped more candidates filed next time.**

**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.**

**3.2 Discussion and Consideration of Ordinance 23-31, Granting 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**

Mayor Silvestrini said this was a renewal of an existing agreement, but it was recommended that an amendment to the agreement be made. The gas company has been slow to do work and residents have complained. The agreement requires facilities to be relocated for city projects but there was no enforcement mechanism. Dominion has not been responsive to the city on at least one occasion. He said the agreement would allow the city the right to complete a project after giving Dominion a certain amount of time to do it, and Dominion would reimburse the city for that work. A contractor with the necessary expertise would do the work. John Brems suggested giving Dominion Energy 180 days to do the work.

**Council Member Catten moved to approve Ordinance 23-31, Granting 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, with the amendment of a reasonable length of time of 180 days. 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.**

**3.3 Discussion and Consideration of Resolution 23-47, Adopting an Amendment to the Millcreek Employee Policy and Procedure Manual**

John Brems said this change dealt with on-call time and when staff has to report back to work. On-call was for storm drain issues, accidents, and other things.

**Council Member Jackson moved to adopt Resolution 23-47, Adopting an Amendment to the Millcreek Employee Policy and Procedure Manual. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.**

**4. Reports****4.1 Mayor's Report**

Mayor Silvestrini reported he would work with the community councils and create a newsletter article discussing development approval processes. There had been discussion about the city's noticing for the Porsche dealership rezone application. The city complied with the code by providing mailed notices within 600 feet of the subject property and an e-newsletter article was published on July 7, 2023 informing the public about the application. He invited the public to sign up for the e-newsletter. He said mailing 2,000 notices (by extending the noticing boundaries) would be extremely costly whereas the e-newsletter for notices on the city's website and social media were free. He pressed the public to be informed through the city's communication channels.

**4.2 City Council Member Reports**

Council Member Jackson said there needed to be more education on ranked choice voting for District 3. She felt the new district boundaries needed to be emphasized.

**4.3 Treasurer's Report**

Council Member Jackson reported:

- As of September 25, 2023, the balance of the Series 2021 Bond Construction Fund is: \$669,678.06. (City Hall construction)
- As of September 25, 2023, Millcreek's PTIF account balance is: \$47,650,099.10.
- As of September 25, 2023, FY24 property tax has been received in the amount of \$248,994.71. Last year at this same time, Millcreek had received \$228,721.38.
- As of September 25, 2023, FY24 sales tax has been received in the amount of \$1,140,391.34. Last year at this same time, Millcreek received \$1,143,149.13.

#### **4.4 Staff Reports**

Elyse Sullivan asked what more education was needed on ranked choice voting. The council discussed options, including reeducating the public on the new council district boundaries.

#### **4.5 Unified Police Department Report**

Chief DeBry said a fulltime Millcreek officer participates in the DEA Unit, and Detective Ryan Stocking was recognized as Task Force Officer of the Year and for Major Case of the Year. The chief reported the crime statistics for August 2023. There were 3,054 total calls, 1,105 total cases, and 281 total citations. There were 37 assaults, 27 burglaries, 28 drug offenses, 74 family offenses, 80 larcenies, 3 robberies, 8 sex offenses, and 20 stolen vehicles. He relayed cases from the Millcreek Street Crimes Unit of identifying and arresting suspects involved in theft, misrepresentation in car sales, burglary of a construction company, and numerous business burglaries in the Canyon Rim area. The Motors Unit conducted traffic saturation/traffic enforcement in the Millcreek area, targeting 5 different locations including 2 school zones. During the 3-hour traffic enforcement, Motors issued 50 citations. Detectives visited local apartment complexes, including Bud Bailey, Sunnyvale, Holladay Hills, and Monaco to engage in positive educational conversations and distribute ice cream provided by Creamies Ice Cream. Millcreek C.O.P. detectives joined with school resource officers to hand out ice cream treats to students at William Penn Elementary School, who participated in the PTA Penguin Fun Run. This was an opportunity to have the students interact with Millcreek police officers. Millcreek C.O.P. detectives located several illegal encampments in the area south of 1000 East Van Winkle Expressway. The area is owned by Salt Lake City Public Works, which is responsible for cleaning and maintaining the area. Detectives were working with Salt Lake City, to clean up the area. In the month of August, Millcreek's Community Crime Suppression Unit had 10 arrests, 228 traffic stops, 17 stolen vehicles investigations, 1 recovered stolen vehicle, 13 drug investigations, 1 nuisance home investigation, and 4 warrants, and assisted Millcreek Street Crimes with a search warrant and assisted SLCPD with recovering occupied stolen vehicle. In the month of August, Millcreek officers responded to 17 transient calls, 70 mental health calls, 121 traffic accidents, and 20 hit and runs.

Mayor Silvestrini said in submitting the alcohol report to the state, he amplified a story about the ice cream van. He thanked the chief for recent speed and parking enforcement.

#### **5. Consent Agenda**

- 5.1 Approval of August 16, 2023 Special Meeting Minutes
- 5.2 Approval of August 21, 2023 Special Meeting Minutes

5.3 Approval of September 11, 2023 Regular Meeting Minutes

**Council Member Jackson moved to approve items 5.1, 5.2, and 5.3. 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.**

**6. New Items for Subsequent Consideration**

There were none.

**7. Calendar of Upcoming Events**

- Mt. Olympus Community Council Mtg., 10/2/23, 6:00 p.m.
- Millcreek Community Council Mtg., 10/3/23, 6:30 p.m.
- Canyon Rim Citizens Association Mtg., 10/4/23, 7:00 p.m.
- East Mill Creek Community Council Mtg., 10/5/23, 6:30 p.m.
- City Council Mtg. 10/9/23 7:00 p.m.

Council Member Catten mentioned the annual Millcreek Business Council Gala on October 4<sup>th</sup>. Mayor Silvestrini mentioned he attended an informal neighborhood meeting with two police officers on 1500 E. Council Member Jackson asked about the timeline for moving city hall. Hansen reported city meetings for October would be held in the existing city hall.

**ADJOURNED: Council Member Jackson moved to adjourn the meeting at 8:12 p.m. 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, and Mayor Silvestrini voted yes. The motion passed unanimously.**

**APPROVED:** \_\_\_\_\_ **Date**  
**Jeff Silvestrini, Mayor**

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



**Minutes of the  
Millcreek City Council  
October 9, 2023  
5:00 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 October 9, 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)  
Robert May, Long Range Planning Manager

**Attendees:** Gail McComas, M. Aldenson, DJ Peifer, Stephanie Buehner, Richard Hansen, Glenn Boschetto, Michael Gura, Mark Fawkhause, Sheila Gelman, James Bekker, Vince Coley, Barb Barnes, David Tanner, Kris Shiozaki, Gerald & Elise Lazar, Kirby Croyle, Becky Siirola, Andrea Malouf, Lara Heiden, Nancy & Howie Lemcke, Craig Weir, Kathleen English, Alfred Brooks, Justin Gull, Stas Mintowt (electronic), Jennifer Smithey (electronic), Cielita (electronic), Chris Zarek, Michael Maledon, Gavin Pierce, Scott Clark, Tyler Slade, Kumar Shah, Dr. Hamid Adib, Lt. Chris Petty-Brown, Chief Wayne Dial Lorraine DeBry, Chief Steve DeBry

**WORK MEETING – 5:00 p.m.**

**TIME COMMENCED – 5:01 p.m.**

Mayor Silvestrini called the work meeting to order.

**1. First Read, Discussion of the Utility Agreement for the Utah Renewable Communities**

Mayor Silvestrini said the Utah Legislature passed H. B. 411 a few years ago and it allowed communities the opportunity to work with Rocky Mountain Power to design a renewable energy program to achieve net 100% renewable energy by 2030. This is an optout program if it is implemented. The electric power will be provided by renewable sources. The city has been involved and enacted an ordinance to participate pending the cost for participation. There are 18 member communities that are being requested to sign the utility agreement by November 17, 2023. The council will act on the agreement. The agreement would allow Rocky Mountain



Power to file a rate application with the Public Service Commission. Through the rate making process, it will be determined what the cost of participation will be. The agreement does not bind the city to the program. The city would need to pass an ordinance once the rate was determined. The forecast is that the program may be more affordable than otherwise thought. There is a low-income component of the program, and residents could opt out of it. The agreement has been worked on by legal counsel. The agreement does not require any further financial contribution to the program. More than half of the city's contribution to participate was paid by a Millcreek resident, which has subsequently cost the taxpayers very little. He presented slides that indicated the seven-step program process, which included enabling legislation and rules adopted, community net 100% resolution adopted, governance agreement signed, utility agreement (current step), program application, program approval, and participation ordinance.

Council Member Catten asked if more municipalities decided to drop out, if Millcreek would be required to pay more. Mayor Silvestrini said it could require an adjustment, but the rate making procedure would account for that. If the rate was higher than what was acceptable, the council would have the choice to not adopt it.

**Council Member Uipi moved to reorder the agenda to move item 3 to be next. 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.**

Mayor Silvestrini noted that the council has a first reading of planning matters and has the opportunity to ask questions. Public comment is not usually taken on first readings, but because of the interest in these applications, the council would entertain public comment on them during the work meeting and regular meeting. At their next meeting, the council will make a decision on the applications and also take public comment at that time.

### **3. First Read, Discussion of ZT-23-010, Village Center Special District Enabling Ordinance, Francis Lilly Planning Director/Assistant City Manager, and Robert May, Long Term Planning Manager**

Robert May said this was an enabling ordinance for the Village Center Special District (VCSD) Zone. As part of the comprehensive zoning code update, staff was proposing a new zone to accommodate village centers. The General Plan identifies three village centers at approximately 2300 E. 3300 S. (about 16 acres), Murray Holladay/4500 S. (about 20 acres), and Mount Olympus Hills (about 40 acres). Other potential village centers included 3900 S. and 1300 E., 3900 S. and 900 E., Canyon Rim Shopping area, 4500 S. and 900 E., 4500 S. and Highland Drive, and 2300 E. and 2800 S. The VCSD would allow the city to define the manner in which significant redevelopment occurs; create distinct centers based on particular uses, unique materials, special limits on signage, quality public spaces, and one-of-a-kind streetscapes; incorporate specific design standards and use regulations that typically are not found in base commercial zones; and aggressively pursue high quality development design and view preservation in village centers. The Holladay Town Center, new park in Kimball Junction, Draper Peaks, and Millcreek's city center were examples of village centers with a special zoning district.



May reported that rezone public notice mailers, per city code, are sent to properties within a radius of 600 feet from the subject property. For the ZM-23-004 application, 162 properties were noticed. If the radii were extended to 1,320 feet (quarter mile, as recommended by the planning commission), 695 properties would have been noticed. If the boundaries were 600 feet from the village center boundaries, 359 properties would have been noticed. If the boundaries were 1,320 feet from the village center boundaries, 893 properties would have been noticed. He provided map examples of each.

May reported that staff found the proposed VCSD ordinance allows for each village center to harness its own unique traits and be planned individually, ensuring that its distinctive features are maintained; helps create purposeful development in a designated area, ensuring that resources and attention are dedicated to creating vibrant gathering areas; can provide incentives and regulations that encourage entrepreneurship and the establishment of unique, locally-owned shops and restaurants, as well as broadening the city's tax base and creating high quality jobs; promotes an enhanced community involvement process, allowing residents to have a say in the design and development of their gathering areas; and helps allocate meaningful public open spaces, green spaces, including cultural and artistic spaces, and adding vibrancy to the village center and community.

May reviewed the community council recommendations. The Millcreek Community Council recommended approval of the zone with the condition that visiting the community council be added to the pre-application process. The Canyon Rim Citizens Association and East Mill Creek Community Council recommended approval of the zone. The Mt. Olympus Community Council recommended approval of the zone with the condition to lower the minimum district size to 3 acres and add a notification requirement extending parameters to 1 mile. The Planning Commission unanimously recommended adoption of the ordinance with the following changes:

- Adding to the purpose language a mix of retail, commercial, office or business uses, directly from the General Plan;
- Require language that enforces subsequent phases as part of a development agreement with remedies if they do not occur;
- Increase the noticing distance to a quarter mile (1320');
- Remove the "sole discretion" language from the city;
- Require a percentage of green space or enhanced landscaping;
- Decrease the minimum acreage required for a VCSD from 4 to 3 acres; and
- Include in the purpose section of the proposed VCSD language from the General Plan that has to do with the intended purpose to, "serve residents of the surrounding neighborhood."

Mayor Silvestrini noted the Planning Commission's suggestions were highlighted in red text in the staff report.

Staff recommended adoption of the proposed ordinance based on the details in the staff report and findings in the presentation. Mayor Silvestrini said based on his experience with the state legislature, he had concern with increasing the public notice mailer radius because it would be deemed to be inviting public clamor and an obstacle to develop housing in the state. He said a quarter mile was more feasible than 1 mile. Council Member DeSirant agreed, he said the city did change code previously to increase the distance from 300 feet to 600 feet for rezones. Council Member Uipi brought up bearing noticing costs for nearby cities' residences. Mayor Silvestrini noted it was not uncommon to notice other cities. He said there was a cost associated with mailings and he did not want them to become a burden. He said the city published an e-

newsletter article on July 7, 2023 on the ZM-23-004 application and announced the neighborhood meeting. He encouraged people to sign up for the e-newsletter. Council Member Uipi noted there was a joint Planning Commission/City Council meeting on the subject in July as well as a neighborhood meeting. The Mt. Olympus Community Council held a meeting on the topic at their meeting in August.

Council Member Catten did not appreciate changing a new mailer radius because people complained about it. She worried about it applying equitably to other village centers. The city could not make people get involved. She expressed concern about changing the radius for this type of rezone and not others. Council Member DeSirant noted that the past should not dictate the future. Council Member Jackson noted that with the ZM-23-004 application, the mailed notice captured a lot of commercial property and not residences. Council Member Uipi appreciated the 600-foot notice from the boundaries of the village center. May said changing the boundary could create more confusion, but from a planning perspective, adding a village center radii boundary notice made sense. He said people not within the 600 feet could still provide public comments on applications. The council directed staff to have a 600-foot boundary from the village center boundaries. May agreed with the change but noted that some village centers did not have delineated boundaries. Francis Lilly pointed out that designating a future village center would be considered a General Plan map amendment and would be consistent with that notice. The council was comfortable with the Planning Commission's other recommendations.

**2. First Read, Discussion of ZM-23-004, Rezone from R-1-8 to a Village Center Special District, Approximately 4074 S Wasatch Boulevard: Francis Lilly, Planning Director/Assistant City Manager, and Robert May, Long Range Planning Manager**

Francis Lilly said the applicant, Mile High 901, LLC was requesting to rezone property located at approximately 4074 South Wasatch Boulevard from an R-1-8 Zone to a Village Center Special District (VCSD) to accommodate a mixed-use center that would include a high-end car dealership on the south side of the property and a mixed-use commercial development with public open space on the north side of the property. The village center site would be the Mt. Olympus Village Center which would include the Mt. Olympus Shopping Center and be bisected by Wasatch Blvd. He showed an image and described the site characteristics of the area. The east side had a 14-acre shopping center with 8 commercial street accesses, then a 100-foot right-of-way five-lane cross section of Wasatch Blvd. with a soft shoulder and unimproved west side, and then I-215. There were 10,000 daily vehicle trips, 4,000 daily bicycle trips, a bus hub, freeway access, and intense peak demands due to Skyline High School and freeway commutes on Wasatch Blvd. Mayor Silvestrini pointed out that UDOT would be abandoning the northbound I-215 interchange on 3900 S. in the future because it was unsafe.

Lilly said the subject property is approximately 8 acres wedged between an arterial road and an interstate highway, west of the Olympus Hills Shopping Center. The UDOT on-ramp property to the north of the property was currently un-zoned. In the unknown future, UDOT hoped to decommission the ramp and add a new ramp to the south of the subject property. That probably would not happen until the bridge to 4500 S. was replaced. The subject site property owner has the right of first refusal to purchase the ramp property (2 acres) when UDOT sells it. The rezone request was split into 3 phases. The first phase would be the southern 4 acres for the Porsche dealership. Phase 2 was north of the dealership, and would have mixed use, and come back to the city through a public process with the VCSD framework and a development agreement. Lilly said it made sense to include phase 3 because of the right of first refusal, and it would follow the

same approval process. He noted the Metropolitan Water District has a 26-foot easement on the west side of the property.

Lilly showed renderings of the site. The height impact would be as low as possible on the south end of the property. The landscape plan includes a 1,200-foot grade separated multi-use path for pedestrians and cyclists as contemplated by the Wasatch Blvd. Master Plan, paid for by the developers. The city has already received funding for this path, so the funding would be used to extend the path further, which fulfills goals of the General Plan. Mayor Silvestrini said Millcreek and Holladay secured grant funding from the Wasatch Front Regional Council for building a semi-protected bike lane from 6200 S north into Millcreek. This project would enable the continuation of the side path.

Lilly said the Phase 2 concept included parking below grade, a publicly accessible plaza, pocket park, and/or public square, office and neighborhood commercial (preferably a coffee shop or restaurant lining the plaza and anchoring the development), small-scale residential integrated into the mixed use building, and building heights averaging 35-45 feet, all of which would be subject to a phase 2 development agreement with an enhanced community engagement process. Phase 3 would be regulated under these same standards. Lilly said the “magical” part of the Holladay’s Village Center was only 2.75 acres. There was enough space and a willing developer to develop a similar good project on the north acreage of this site. The community would be involved in designing the second phase. There would be an enforceable material palette that disallowed EIFS and stucco. Lilly said there was an elevation change to the west of Wasatch Blvd. The Planning Commission recommended the heights of 27-35 from plaza grade to the northeast corner. The applicant was requesting 39-47 feet (maximum of 3 stories) from plaza grade to the northeast corner. He noted the tallest point would not be taller than the top of Macey’s across the street. This is the first proposal the city has received for a building that would maintain views from the east.

Lilly said the enhanced public participation process for phases 2 and 3 would include the developer retaining a third-party consultant, a community visioning meeting to gather input, community tours of existing village centers in the region, a second community meeting to vet proposals, and Mt. Olympus Community Council review and joint planning commission/city council meeting prior to application, and a 1,320 foot noticing radii. The public process would start by April 2024. A complete phase two application should be received by the city by October 2026. The remedy in the development agreement would be the city being able to rezone the property to agricultural and the developer losing development rights. He said the public wanted cute boutiques and restaurants, not tall buildings, and little to no residential. He provided cons of each. The city has not received proposals for any of those concepts except a high-end auto dealership in a village center, which would provide relatively low traffic impacts, keep building heights low, and allow for an appropriately scaled mix of shops and restaurants. He said it was a matter of design vs character of a car dealership in a village center, there was no reason why a dealership could not be designed to fit the village center.

Lilly went over fiscal considerations and pie charts. He said the General Plan calls out essential open space and quality of life goals that cost money. The city’s property tax receipts make up 32% of the city’s FY 2023-24 budget. Public safety alone costs \$15.7 million. He noted every dollar of property tax received from Millcreek property owners solely paid for law enforcement. The city relies on sales tax, grants, and fees for everything else the city needs or wants to do.

Adding to and diversifying the sales tax base (which is also a stated General Plan strategy) would help the city meet its needs and wants without the need for tax increases. Staff had a fiduciary obligation to the taxpayer to give significant revenue generating uses due consideration. The village center in the General Plan primary uses included retail, commercial, business and office uses intended to serve the residents of the surrounding neighborhoods. The secondary uses included townhomes, small-scale multi-family apartment or condominiums, hospitality, restaurants, offices, health services, as well as plazas, squares, pocket parks, and other community gathering places. The density included building heights ranging from 1-4 stories. General Plan considerations for this application included Economic Development Strategy 1.5 and 2.5, Vibrant Gathering Places Strategy 1.3, 4.8, 7.4, and 9.3, Great Connections Strategy 1.1B, and Open Space Strategy 3.1, 4.2, and 5.2. He noted the General Plan was not binding. Lilly said his role was to balance competing goals and navigate finding the best fit for traffic sensitivity, building height sensitivity, viewshed protection, cyclist and pedestrian safety, preference for commercial uses, placemaking, ongoing fiscal needs, and the future interchange.

Lilly reported the East Millcreek Community Council recommended the rezone as presented. The Mt. Olympus Community Council recommended denial of the rezone with the rationale that a small area plan should be prepared prior to considering the application. The Planning Commission recommended approval subject to a public engagement plan and timeline for Phase 2, a height limit of Phase 2 of 35' as benchmarked from the northeast corner of Phase 2, and noticing of 1,320 feet for village centers. He reviewed the Planning Commission's findings from the staff report which included that the village center district with the car dealership appropriately responded to traffic constraints, protects viewsheds, provides for significant commercial investment, provides placemaking opportunities, promotes cyclist and pedestrian safety, enhances and diversifies Millcreek's tax base, acknowledges the relocation of the highway onramp, and avoids a potential situation for an off premise digital sign along I-215. He said the findings for the adoption of a village center were that the associated schematic site plan does not conflict with any applicable policy and guidance of the General Plan; the associated schematic site plan would allow integrated planning and design of the site and, on the whole, better development than would be possible under the strict application of the city's zoning ordinances; and the associated schematic site plan does not adversely impact existing public utilities, including but not limited to power, gas, telecommunications, storm water, culinary water, and sanitary sewers. He could not think of a less impactful use for the site and recommended adoption of the rezone.

Council Member Jackson asked about the notice being changed to what the council decided as 600 feet. Lilly would change that. Council Member Jackson said there had been concern about the impact of the business as far as delivery of new cars and the repair shop. Lilly said the council should consider the current traffic. The existing Mt. Olympus Shopping Center had 5 semi-trucks a day of deliveries. There were bus stops with multiple buses stopping each day on Wasatch Blvd. There was a junior high school and high school that had school buses going on Wasatch Blvd. He did not anticipate truck loads of inventory being delivered more frequently than the heavy traffic that already existed. He said the offloading of inventory could be done onsite instead of on Wasatch Blvd. The dealership did not consider the repair of vehicles as a major profit center. The 30 service bays would be facing I-215 and would be screened from view by the building and landscaping. He said the service bays were visible from the show room and well kempt.

Council Member Uipi asked about a “dealership” versus a “center”, a term used by the applicant. Council Member Jackson asked about the rezone tying the parcel to this project. Lilly said “dealership” was specifically defined in the rezone, it required a portion of sales of hybrid/electric vehicles, and the dealership could not be located elsewhere on the parcel. Mayor Silvestrini asked why the rezone remedy would be to the Agricultural Zone. Lilly said it was the lowest intensity zone. Council Member Jackson asked about open space. Lilly said 10,000 square feet was being contemplated.

Michael Maledon, applicant, described a master plan for the 8 acres of property, not just the 4 acres of dealership. The applicant had been in negotiations with Cowboy Partners as potential development partners for phase 2. He remarked on the proposed aesthetics of the building and noted the sales were approximately 1/10 of a regular car dealership. He said the community could use space in the dealership.

Mayor Silvestrini said he had had a number of conversations on other projects for this site with prior property owners. He brought up village centers and could not get traction with it. He asked Cowboy Partners about a village center being viable on the entire site. Chris Zarek, Cowboy Partners, said scale mattered and the smaller scale site made a lot of sense.

Council Member Uipi asked if there was a possibility for the applicant to sell the property to the state because there was a shortage of housing. Maledon said the property had been closed on without any entitlements, so they were taking risks, and they had no intention of selling it. Council Member DeSirant asked about the impact of bringing cars and supplies to the property. Maledon said the dealership may have 5 semi-trucks a week, in comparison to the 5 a day the shopping center receives. They preferred to have product dropped off onsite, but they could not control the drivers. The reason for the quantity of bays was to get customers in and out quickly due to the luxury brand. Council Member Uipi asked about test drives. Gavin Pierce, general manager of the existing Porsche dealership in Salt Lake City, said test drives were only conducted on SUVs, maybe 1-3 a day, and they are accompanied by a Porsche representative and use a pre-selected route.

#### **4. Public Comments**

Mayor Silvestrini invited public comment.

Michael Gura, Chair of the Millcreek Business Council, said the economic development opportunities with this parcel would benefit the city. He felt the applicant would be good partners with the city and business council. He said as a resident, the city needed high density housing.

Stas Mintowt expressed disappointment with 30 service bays and with the comment of the applicant only conducting SUV test drives. He felt there were oversights. He thought a Porsche dealership was odd for the clientele of Millcreek. He said the dealership may not be in business in 15 years and an empty dealership on the site would be a misuse of tax dollars. There was not enough time dedicated to the cons of the application during the presentation. He suggested the building height be lower.

Tyler Slade said the Porsche dealership had been running for 28 years. He said they were the lowest impact of any dealers, and he owned some other car dealerships. He said test drives would

be minimal, all 30 service bays would not be used regularly, and the dealership would not go out of business. He was in favor of the application as this Porsche dealership would be a showcase.

Scott Clark could not think of a lower impact than what the dealership would be providing for the property. He was in favor of the application.

Sheila Gelman said her property would not be impacted by the project, but people within 600 feet would be. She would like to see a 2-story building instead of what was proposed, and discouraged apartments.

Justin Gull had questions about other proposals for the property and why they were not successful, electrical charging, phases two and three commitments, and the type of building being built with potential future uses. He was concerned about lights at night.

## 5. Staff Reports

There were none.

## 6. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items

There was none.

**Council Member Jackson moved to adjourn the work meeting at 6:47 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.**

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**REGULAR MEETING – 7:00 p.m.**

**TIME COMMENCED: 7:05 p.m.**

## 1. Welcome, Introduction and Preliminary Matters

### 1.1 Pledge of Allegiance

Mayor Silvestrini called the meeting to order and led the pledge of allegiance. He said a bomb threat was called into the Jewish synagogue and on behalf of the council, they condemn that action and any antisemitism; threats (and actions against) are unacceptable in the community. He congratulated Dustin Eberspacher, Millcreek Code Enforcement, who discovered an unsheltered unresponsive individual whose life was saved by first responders due to his efforts.

### 1.2 Recognition of Unified Police Department Millcreek Precinct Chief Steve DeBry

Mayor Silvestrini said Chief Steve DeBry had been serving Millcreek as the UPD chief but was retiring. The city was a lot safer from his efforts. Chief DeBry thanked the council for the privilege of being Millcreek's chief. He loves Millcreek and served the city directly for 15 years and indirectly through the Sheriff's Office for another 15 years. His law enforcement career was 42 years. He relayed personal experiences. He said a city

could only hope to have elected leaders as Millcreek has. He thanked the council for their dedication to the city. He recognized his wife of 44 years, Lorraine, for being his biggest supporter. He presented her with an award for her service and retirement from 42 years of service. The mayor presented Chief DeBry with a plaque and retirement gift.

UPD Chief Wayne Dial said Chief DeBry was the best person to have your back going through a door and he would miss his friend.

UPD Lt. Christine Petty-Brown said the chief was a compassionate leader and friend for life.

### **1.3 Public Comment**

Kumar Shah said there were comments made during the most recent Mt. Olympus Community Council meeting that were not courteous. He apologized to staff for that. He appreciated future thinking in city planning and endorsed the Porsche dealership (application ZM-23-004).

Elise Lazar was opposed to the ZM-23-004 application. She felt she had not heard enough about the application. She requested an environmental impact study be done due to proximity of the highway. She said the city of South Salt Lake rejected the Porsche dealership application and wondered why.

Kirby Croyle, League of Women Voters, observed the council as being a remarkable set of leaders in the county. She introduced Rebecca Sirola as the new observer for the League.

Rebecca Sirola introduced herself to the council as a Millcreek resident.

Gerald Lazar expressed concern about the planning presentation for application ZM-23-004. He did not feel the impacts or cons of the application were presented. He wondered about the service bays, dirty grease, and accidents. He said the economics looked good, so it may discourage the council from looking at environmental impacts. The traffic problems had been minimized.

Dr. Hamid Adib said he viewed things practically. The Porsche dealership (application ZM-23-004) would be a show piece for the area. He supported the application.

Howard Lemcke said his neighborhood had issues with a short-term rental. He was looking for regulations of them in the city and direction for residents to complain about them. Mayor Silvestrini said the city had received complaints about the rental in his neighborhood. The city staff would be explaining the city's ordinance on short-term rentals at the next Mt. Olympus Community Council meeting. He encouraged nuisances to be reported to the police. Lemcke noted a Porsche dealership would not be a dirty facility.

Kris Shiozaki expressed favor for the dealership. He said reasons expressed in opposition to the application did not make sense.

Tara Heiden raised concern with short term rentals in District 4. There were many that were unregulated. She said H & R Block said rentals could not be taxed for income tax if the property was used by a host personally as a residence during the year and not rented for more than 14 consecutive days. She said hotels collected the tax and it benefited the state.

Stephanie Buehner said she was 100% in favor of the Porsche dealership (ZM-23-004) because they were willing to be community partners. She thought the employment opportunity there was a benefit to the community.

Henry W. expressed concern for the safety of students at Skyline High School walking in the area (in regard to ZM-23-004) and environmental concerns. He knew the council had to balance private property owner rights. He said this application's process had blindsided him since he was not within the mailing notice radius though he drives through the area regularly.

Andrea Malouf expressed concern with short-term rentals. She said renters sped through her neighborhood and felt there was a lot of pressure on the neighbors to enforce rental problems.

## **2. Business Matters**

### **2.1 First Read, Discussion of the Millcreek Facility Use Policy, John Brems, City Attorney**

John Brems said staff drafted a facility use policy for the new city offices. He acknowledged a fee schedule, a security deposit, a sufficient number of adults for activities, alcohol parameters, permitted uses, and more than 250 invitees requires a separate insurance policy. The Utah Local Government Trust said an insurance policy should be required of every renter, but staff decided against that. Council Member Uipi asked about the licensing agreement requiring 30 days advance notice for the event. Mike Winder said that was in line with other facilities in the county. Mayor Silvestrini said the city needed to have different policies for different rentable spaces. Brems said only water (no food) was allowed in the council chambers. Staff was unsure about renting the council chambers. Council Member Catten asked what the chambers would be used for. Mayor Silvestrini said the space was designed to be flexible. Winder noted the chairs were not fixed and it was named as a community forum. The council could potentially reconsider that provision in the future.

## **3. Reports**

### **3.1 Mayor's Report**

Mayor Silvestrini reported staff would be moving into the new city hall in two phases.

### **4.2 City Council Member Reports**

Council Member Jackson asked who would attend the luncheon with the community council chairs. Council Member Jackson and the mayor would attend. Council Member Jackson said the Harvest Market was successful.

### **4.3 Staff Reports**



Kurt Hansen reported on the city hall timeline which included moving in at the end of October. Mayor Silvestrini noted that the city had asked Layton Construction to un-obstruct the sidewalk on 3300 S. John Brems said there would be a lease agreement with Unified Police Department for the lease of the third floor of city hall. He noted there may be extra space on the third floor for pooled services to join the Millcreek Precinct. The Precinct would be charged rent at \$10 a year (Millcreek pays their rent as part of the service contract), they need consent for tenant improvements, they have a maintenance repair obligation, they need their own insurance, and they will not bring hazardous substances onto the property and if they do, they will indemnify the city of any damages. Mayor Silvestrini wondered about evidence.

Winder acknowledged the successful Millcreek Business Council Awards Gala and Harvest Market. A 32-foot tree would be installed for the holiday season on Millcreek Common. The three-year cost agreement for the tree would be \$126,300.

Winder briefed the council on a Veterans Administration medical outpatient facility project being bid on by Woodbury Corporation for the old city hall site (3330 S 1300 E). He said a successful city center must have a healthy mix of evening uses (1,600+ residential units entitled) and daytime uses (only 200,000 square feet of commercial). An evening/daytime balance was important as it provides better balance for traffic and shared parking, restaurants and retail needed daytime and evening traffic to thrive, residents needed employment nearby, and employers needed housing nearby. He acknowledged the property of the current city hall space has challenges (odd shape, access, canal right of way) but had potential with location, transit, and the city center. The facility would be a two-story, 110,000 square foot clinic with a four-story parking structure and would operate from 8am-6pm. The parking would be for 600, including 200+ employees. He showed the council the site plan and building renderings. The US Government wants a 20-year lease, but because Woodbury still owns the property it would pay significant property tax. The pros to the project would be significant and timely property tax, which would be helpful to the Millcreek Common Bond payments / community reinvestment area, they would not be asking for any tax increment financing or city support, it increases city center commercial use, it could be a job creator, it could provide a workforce to complement nearby multifamily housing, it could be a quality looking project, it could provide excess area parking for evenings and weekends, it could have a corner park/plaza that could honor Millcreek's veterans, and it could provide indirect sales tax (from employees and patrons visiting nearby retail). The cons would be no chance of direct sales tax for 20 years, traffic, and not direct retail. A traffic study was being commissioned, a sales tax analysis would be done, planning staff would explore rerouting the canal, and staff would continue to meet with Check City about the corner property.

Mayor Silvestrini said Millcreek would not get more property tax, but Millcreek residents would pay less property tax as this facility would fill the gap. Taxes do not increase unless the council raises the tax rate. Council Member DeSirant said indirect sales tax would go to Salt Lake City with commercial across 3300 S.

Winder showed the council new city flag rendering proposals. The council and members of the public expressed their opinions on the options.

#### 4. New Items for Subsequent Consideration

Council Member Jackson would like an overview of the city hall grand opening at an upcoming council meeting.

#### 5. Calendar of Upcoming Events

- Historic Preservation Commission Mtg. 10/12/23 6:00 p.m.
- Planning Commission Mtg. 10/18/23 5:00 p.m.
- City Council Mtg. 10/23/23 7:00 p.m.

**ADJOURNED:** Council Member Uipi moved to adjourn the meeting at 8:50 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**