



Millcreek City Council & Millcreek Community Foundation Meeting Agenda

Public Notice is hereby given that the City Council of Millcreek will assemble in public work meeting and a regular meeting on Monday, **8 July 2024** at City Hall, 1330 E. Chambers Avenue, Millcreek, Utah 84106, commencing at **6:30 p.m.** for the work meeting and **7:00 p.m.** for the regular meeting. The Millcreek Community Foundation will assemble in a regular public meeting and will commence when the City Council meeting has concluded.

6:30 p.m. – WORK MEETING:

1. Presentation of Certified Municipal Clerk Designation from the International Institute of Municipal Clerks to Alexander Wendt, Deputy Recorder, by the Utah Municipal Clerks Association
2. Community Council Funding Discussion
3. Staff Reports
4. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items

7:00 p.m. - REGULAR MEETING:

1. Welcome, Introduction and Preliminary Matters

- 1.1 Pledge of Allegiance
- 1.2 Public Comment

Audience members may bring any item to the Council's attention. Comments are subject to the Public Comment and Policy set forth below. State Law prohibits the Council from acting on items that do not appear on the agenda.

2. Planning Matters

- 2.1 Discussion and Consideration of **Ordinance 24-34**, Amending the Millcreek Together General Plan by Changing the Future Land Use Map in the Area of 3743 South 900 East from Retail/Office to Neighborhood 3
- 2.2 Discussion and Consideration of **Ordinance 24-35**, Rezoning Certain Property Located at Approximately 3739 South 900 East from the Commercial (C-3) Zone to the Residential Multifamily (R-M) Zone
- 2.3 Discussion and Consideration of **Ordinance 24-36**, Approving a Development Agreement for BV Lotus Calla Ph 2, a 3.05 Acre Commercial and Residential Mixed Use Development Pertaining to Property Generally Located at 3743 South 900 East

3. Business Matters

- 3.1 Discussion and Consideration of **Resolution 24-16**, Approving an Interlocal Cooperative Agreement with Salt Lake County for Funding Pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities ("TRCC Funds")

4. Reports

- 4.1 Mayor's Report
- 4.2 City Council Member Reports
- 4.3 Staff Reports

5. Consent Agenda

- 5.1 Approval of June 10, 2024 Work Meeting and Regular Meeting Minutes

6. New Items for Subsequent Consideration

7. Calendar of Upcoming Meetings

- Historic Preservation Commission Mtg. 7/11/24 6:00 p.m. - CANCELLED
- Planning Commission Mtg. 7/17/24 5:00 p.m.
- City Council Mtg. 7/22/24 7:00 p.m.
- City Council and Planning Commission Special Mtg. 7/29/24 5:00 p.m.

8. Closed Session (If Needed)

The Council may convene in a closed session to discuss items as provided by Utah Code Ann. §52-4-205.

9. Adjournment

Millcreek Community Foundation Convening

1. Discussion of Correspondence and/or Future Agenda Items
2. Approval of June 24, 2024 Special Meeting Minutes
3. Adjournment

In accordance with the Americans with Disabilities Act, Millcreek will make reasonable accommodation for participation in the meeting. Individuals may request assistance by contacting the ADA Coordinator, 801-214-2751 or adainfo@millcreekut.gov, at least 48 hours in advance of the meeting.

Public Comment Policy and Procedure: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Council may be asked to complete a written comment form and present it to the City Recorder. In general, the Chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the Chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The Chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action. *Public comment can be submitted via the City's website at:* <https://www.millcreekut.gov/FormCenter/Contact-Us-5/Public-Comments-61>.

The meetings will be live streamed via the City's website at: <https://www.millcreekut.gov/373/Meeting-Live-Stream>. The Council may convene in an electronic meeting. Council members may participate from remote locations and may be connected to the electronic meeting by GoToMeeting, Zoom, or telephonic communications. The anchor location will be City Hall.

THE UNDERSIGNED DULY APPOINTED RECORDER FOR THE MUNICIPALITY OF MILLCREEK HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS EMAILED OR POSTED TO:

City Hall
Those Listed on the Agenda

City Website
<https://www.millcreekut.gov/>

Utah Public Notice Website
<https://www.utah.gov/pmn>

DATE: July 3, 2024

RECORDER: Elyse Sullivan

Agenda items may be moved in order, sequence, and time to meet the needs of the Council.



ZM-22-009

City Council Staff Report

(Second Reading)

Meeting Date: 7/8/2024

Applicant: Adam Hughs w/Lotus, Calla Homes

Property Address: 3739 South 900 East

Zone: Commercial (C-3)

Prepared By: Brad Sanderson - Current Planning Manager

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 decision should consider prior adopted policies, especially the Millcreek General Plan.

SYNOPSIS AND REQUEST

Adam Hughes, on behalf of BV Lotus Calla Homes (applicant), is proposing to develop approximately 3.04 acres of property generally located at 3743 South 900 East (formally known as the Fat Cats site) into a commercial and residential mixed-use development. The applicant has filed an application with the Millcreek, requesting to:

1. Amend the Millcreek Future Land Use Map - changing the land use designation of the eastern portion of the property (approximately 2.5 acres) from Retail/Office to Neighborhood II and,
2. Rezone of the same portion of the property (approximately 2.5 acres) from the Commercial (C-3) Zone to the Residential Multifamily (R-M) Zone and,
3. Enter into a Development Agreement between the applicant and Millcreek, ensuring that the property will be developed according to the proposed concept layout plan, elevations, and other technical guidelines (see attached).

Development Agreement Summary

In addition to the standards already required by both the C-3 and R-M Zones, the Development Agreement, would further subject the property to the following specific development requirements:

- A minimum 3,000 square foot commercial space, for a restaurant business, will be provided near the

northwest corner of the development.

- The development will comprise of a minimum of 55 total residential units including live/work units). Each unit will be oriented towards having direct pedestrian access onto either a street or open space area.
- All nine of the live/work units shall be located along 900 East, and each shall contain a minimum of 400 square feet of ground floor commercial/office space per unit.
- All eighteen (18) units proposed near 900 East and located within the commercial zone, will be subdivided to allow for individual ownership.
- Each residential unit shall include a two-car garage. An additional sixty surface parking spaces will be provided as follows:
 - 39 on-site parking stalls for shared commercial, residential, and guest parking
 - 9 off-site shared parking stalls via an easement/agreement with the landowner to the north, specifically designated for the commercial restaurant.
 - 9 new on-street public parking stalls along 900 East within proximity to the live/work units.
- The applicant shall coordinate with UTA to install a new bus shelter along 900 East.
- Primary streets shall be lined with street trees. 900 East shall be designed as an urban street edge with outdoor seating and plaza area and shall contain multi-modal transportation amenities, (bike racks and semi-enclosed bus shelter.
- There shall be a minimum 18,000 square feet of contiguous landscaped open space centrally located within the development, which will include the following amenities:
 - One 500sqft. covered pavilion/pergola structure with outdoor furniture and barbeque/cooking facilities.
 - 1,600sqft. sports court intended for pickleball or basketball, or other similar recreational type sports.
 - Walking path, swing sets/playground area, and dog run enclosure.

FINDINGS, CONCLUSIONS, & RECOMMENDATION

Findings:

- Following the Planning Commission Public Hearing held May 17, 2023, the Millcreek City Council reviewed the proposal in June of 2023, as a “first reading”. Since then, the applicant has been coordinating with, and securing other agreements/approvals with UTA, adjacent landowners and various utility providers to ensure the proposal can be developed as proposed.
- Despite the rewriting of both the Commercial and Residential Multifamily Zones, the application for this project was submitted prior to most of the recently adopted codes and is therefore vested under development and zoning codes at the time when the application was submitted.
- The Commercial C-3 Zone currently allows for both residential and commercial uses however, because the property is over one acre in size, it is considered as a “Commercially Significant Development Site”, in which case, “any mixed-use development is required to include commercial uses for at least 30 percent of the mixed-use development’s gross floor area”. (Millcreek Code 19.60.060.D.6)
- Based on the area of the site, thirty percent (30%) of the gross floor area of a 3.04-acre size site, might demand a substantial amount of gross floor area to be utilized for commercial uses.
- Commercial businesses of a significant size seem to have struggled at this location in recent decades.
- By rezoning a large portion of the property to a residential zone, the remaining portion of the

property would be less than one acre, and therefore would not be considered as “a commercially significant development site”, as defined above.

- The property is currently designated for commercial uses per Millcreek’s Future Land Use Map. As a good rule of practice, a land use amendment should also be processed as part of any rezone application.
- The concept plan proposes to include approximately 2,500sqft. of property from the abutting Calla Ph. I development, located immediate to the east. The applicant is the owner of both properties.
- The properties involved are currently part of the Cambridge Square Phase 1 Subdivision Plat. If approved a subdivision plat vacation and/or subdivision amendment will subsequently need to be processed.
- “In any rezoning process, a development agreement shall be required, at the sole discretion of the City. ... [and is] negotiated and entered into by the City with a property owner and/or developer, pursuant to a proposed development within the City.” (Millcreek Code 19.06.070)
- The purpose of this Development Agreement is to supplement (not replace) the R-M and C-3 Zones, to further enhance the type of development that would otherwise occur, as well as advance the already established goals and strategies, in accordance with Millcreek’s General Plan.
- The concept plan proposes a new private street, paralleling and abutting the north property line, to provide a better aligned access connection between the existing Calla Ph. I units and 900 East.
- The concept plan proposes to modify the east side of 900 East by removing and reinstalling a new curb, gutter, sidewalk, etc., a few feet further to the east to allow adequate space for some additional on-street parallel parking stalls near the live/work units. These stalls will be located within the public right of way and are not specifically designated for this development.
- A traffic study has been conducted and further amended to account for the concept plan as it has evolved from time to time. The updated traffic analysis anticipates that the proposed development would generate a similar vehicular volume as what commercial users might generate, though the traffic patterns may differ.
- Although subject to UTA’s final approval, it is anticipated that the existing bus stop will be relocated slightly to the north and will be upgraded with a semi-enclosed shelter.
- There are some overhead utilities located near the south property line which cannot be placed underground due to offsite connections and lack of easement with the landowner to the south.
- Further development of the property will include additional applications and public meetings, in order to obtain site plan/conditional use permit and subdivision approvals.
- Millcreek staff and the applicant explored affordable housing options pursuant to Millcreek General Plan Goal N-2, which is to provide a variety of housing choice in type, style, and cost of housing, by collaborating with the applicant to establish some affordable housing, however funding became unavailable during the process. All other options have not been fully explored at this point in time.
- The following Millcreek General Plan Goals and Strategies are supported by the development proposal:

GOAL N-6: Encourage and support the integration of appropriate mixed-use development in selected neighborhoods.

Strategy 6.1: Focus incentives for mixed-use development within centers and mixed-use corridors that have the potential for enhanced multimodal access and walkability.

The development concept does provide a mixture of residential and some limited commercial. All commercial components will be located along the 900 East corridor providing access to on-street parking in proximity to the commercial uses and a new enclosed bus shelter for use during all seasons.

GOAL E-5: *Enhance the physical environment by creating new amenities that help attract and retain new businesses and residents.*

Strategy 5.3: *Create street activation in the design of employment and business centers through the use of supportive zoning, design guidelines, and street standards.*

Strategy 5.4: *Incorporate street-activating uses in and near public places and facilities.*

Further improvements to the 900 East right-of-way will include a wider than normal sidewalk with a plaza between the public right of way and edge of buildings; to help synergize street activity.

GOAL GP-3: *Emphasize placemaking throughout the city with design and programming that supports a distinctive identity and experience.*

Strategy 3.3: *Encourage new and redeveloped buildings to activate street life and support multi-modal access.*

The unique on-street plaza with an ‘urban street edge’ design will help create a distinct identity to enhance street life and support of multi-modal access.

GOAL GP-4: *Focus growth in a Citywide network of centers that provide healthy, equitable and sustainable access to services and housing and preserve the City’s character and sense of place.*

Strategy 4.8: *Evaluate development applications in and around urban centers with particular attention to their contribution to the integration and mixing of uses, orientation to the public realm and their support of connections.*

The concept layout provides street connections to the adjoining properties as well as sidewalk connections throughout, to promote a healthy lifestyle while preserving the character of the city.

GOAL GP-9: *Support complementary infill development and land use investment in the mature and developed areas of the city.*

Strategy 9.3: *Encourage the development or redevelopment of vacant and under-utilized properties in centers and along major corridors by using a combination of incentives, rezoning, and creative design solutions.*

Strategy 9.4: *Provide opportunities for redevelopment by identifying and supporting catalyst projects in underutilized locations such as disinvested strip malls, former “big box” retail spaces, and no longer needed school buildings.*

The former “big box” or strip mall type space seems to have outlived its lifespan at this location causing the large building and parking lot to be underutilized which is partially due to competing interest with other emerging commercial areas within the nearby vicinity. Through a combination of rezoning, creative designs, and other incentives, the proposed development would rejuvenate this section of the 900 East corridor which in turn may promote other creative infill opportunities.

GOAL GC-1A: *Multimodally connect people and land uses regionally and locally throughout the city.*

Strategy 1.3A: *Design land uses and transportation improvements with an emphasis on “first and last mile” trips having desirable and safe options for non-motorized travel. Emphasis should be on connections to existing TRAX stops.*

The Development Agreement requires the applicant to work with UTA to further enhance the nearby bus station to further promote public transportation ridership between this site and other major transportation hubs.

GOAL GC-1B: *Establish and maintain convenient multimodal connections between neighborhoods, local destinations, employment and activity centers, and neighboring municipalities.*

Strategy 1.1B: *Encourage a well-connected system of streets, sidewalks, bike facilities, and off-system trails for new developments and redevelopment areas.*

Same as above-

GOAL GC-3: *Improve the safety and visual image of the community by enhancing the look and feel of major corridors and protecting our scenic viewsheds.*

Strategy 3.1: *Improve streetscape aesthetics on major roadways by incorporating decorative paving, street trees, landscaped medians, pedestrian and vehicular lighting, and street furnishings such as bicycle rings, bollards, garbage/recycling receptacles, and undergrounding utility infrastructure.*

Strategy 3.2: *In new development and redevelopment, require the burying of utility infrastructure.*

The concept plan enhances the look and feel of the 900 East corridor by incorporating street trees, lighting, street furnishing, and underground utilities.

GOAL O-1: *Improve access and quality of parks and open space for all areas of Millcreek.*

Strategy 1.3: *Coordinate with local developers and private interests to construct and maintain pocket parks, particularly in underserved areas.*

The property is currently located within an underserved area of the city with respect to access to nearby parks and other open space areas. Although the development only improves access along its street frontage and provides a very small and simple pocket park, it does provide an internal open space area with amenities for its future residents.

Conclusions:

Based on the findings listed above the following conclusions can be made:

- While a large amount of commercial space would be economically ideal, a significant amount of commercial space may not be viable at a mid-block location, as they tend to compete with other nearby business nodes located along major intersections.
- Although significantly smaller in size, a restaurant use may generate similar sales tax revenue as the previous large-scale Fat Cats business. Additionally, live/work units, if designed correctly, may have a higher success rate at this location due to building orientation and proximity to easily accessible on-street parking.
- The proposed concept plan seems to be in harmony with Millcreek codes and seeks to advance many of Millcreek's Goals and Strategies per the adopted Millcreek General Plan.
- A mixed-use development, in conjunction with a development agreement as proposed, would promote a higher quality infill development.
- It is not anticipated that this development will have a significant adverse impact to the surrounding

properties or current infrastructure beyond a variety of alternative permitted uses which could otherwise be developed at this location.

Recommendation:

Millcreek Community Council - A virtual public meeting was held on April 04, 2023. The Community Council considered the applicant's proposal and ultimately made a recommendation (6-2) in favor of the proposal.

The following concerns/comments were discussed, but were not a part of their recommendation:

- Concern with losing commercially zoned property within Millcreek – “Once it is gone, it is gone”.
- Concern with not enough affordable housing as well as competing interests dealing with affordable housing incentives between ownership and rental type housing.
- Not enough units for the size of the property “the site might possibly handle upwards of around 100 units”.
- Needs a better balance or mixture of housing types – “There are a lot of townhomes already in the area”.
- Suggested higher percentage of ownership housing.
- The uses, bus shelter, parking, open space, amenities, and overall concept layout were all generally supported.

Planning Commission Recommendation – On May 17, 2023, the Planning Commission held a public hearing concerning the proposed land use amendment and zone change on the east portion of the property with a concept layout and terms of a development agreement which would apply to the entire property. The Planning Commission made a unanimous recommendation (5-0) in favor of the proposal with the added recommendation that all units be platted for ownership.

Building signage and limited 2-hour on-street parking were discussed by the Planning Commission wherein they concluded that these were items which were governed by the development and zoning codes, or which could otherwise be resolved as part of a site plan and conditional use permit review and approval.

Staff Recommendation - Based on the Findings and Conclusion listed above, Staff recommends that the City Council take comments at the public meeting, and approve file number ZM-22-009, to amend the Land Use Map and Rezone the property in conjunction with a Development Agreement, as outlined, unless during the hearing facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

MODEL MOTION

Staff Recommendation (Motion Ready): Based on the findings and conclusions listed within Staff Report and all other information presented, I move that the City Council approve the proposal File Number ZM-22-009, as follows:

An Ordinance amending the land use designation of a certain portion of the property from Retail/Commercial to Neighborhood 2 as described therein; and,

An Ordinance rezoning a certain portion of property from the Commercial (C-3) Zone to the Residential Multifamily R-M Zone as described therein; and,

An Ordinance authorizing the City to enter into a development agreement with the developer, subjecting the development of the Subject Property to specific uses, concept layout, elevations, timing of development, and other design and improvement criteria, as proposed.

SUPPORTING DOCUMENTS

- **Aerial Map**
- **Zoning Map**
- **Land Use Map**
- **Concept Plans**
- **Ordinance - Amending the Future Land Use Map**
- **Ordinance - Rezone**
- **Ordinance - To Enter into a Development Agreement**



Aerial Map



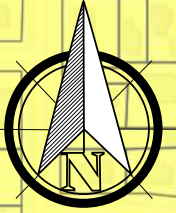
900 East

3665 South

Subject
Property

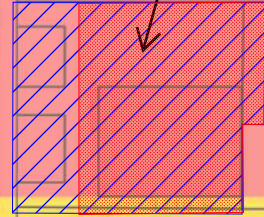
3900 South

Land Use Map



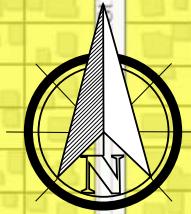
900 East

New
Neighborhood 2
(proposed)



3900 South

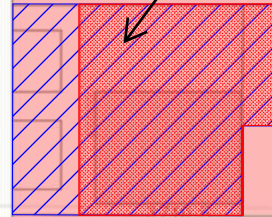
Zoning Map



900 East

3665 South

R-M Zone
(Proposed)



Redmaple Rd

White Maple Way

Maple View Dr

Maple Crest Ct

Meadow Pine Ct

Cedar Pine Ct

Arrecia Ct

Cancun Cafe

3900 South

3900 S

3900 S

3900 S

1100 E

1100 E

3580 S

Montclair Dr

3670 S

3740 S

3825 S

980 E

1030 E

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EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

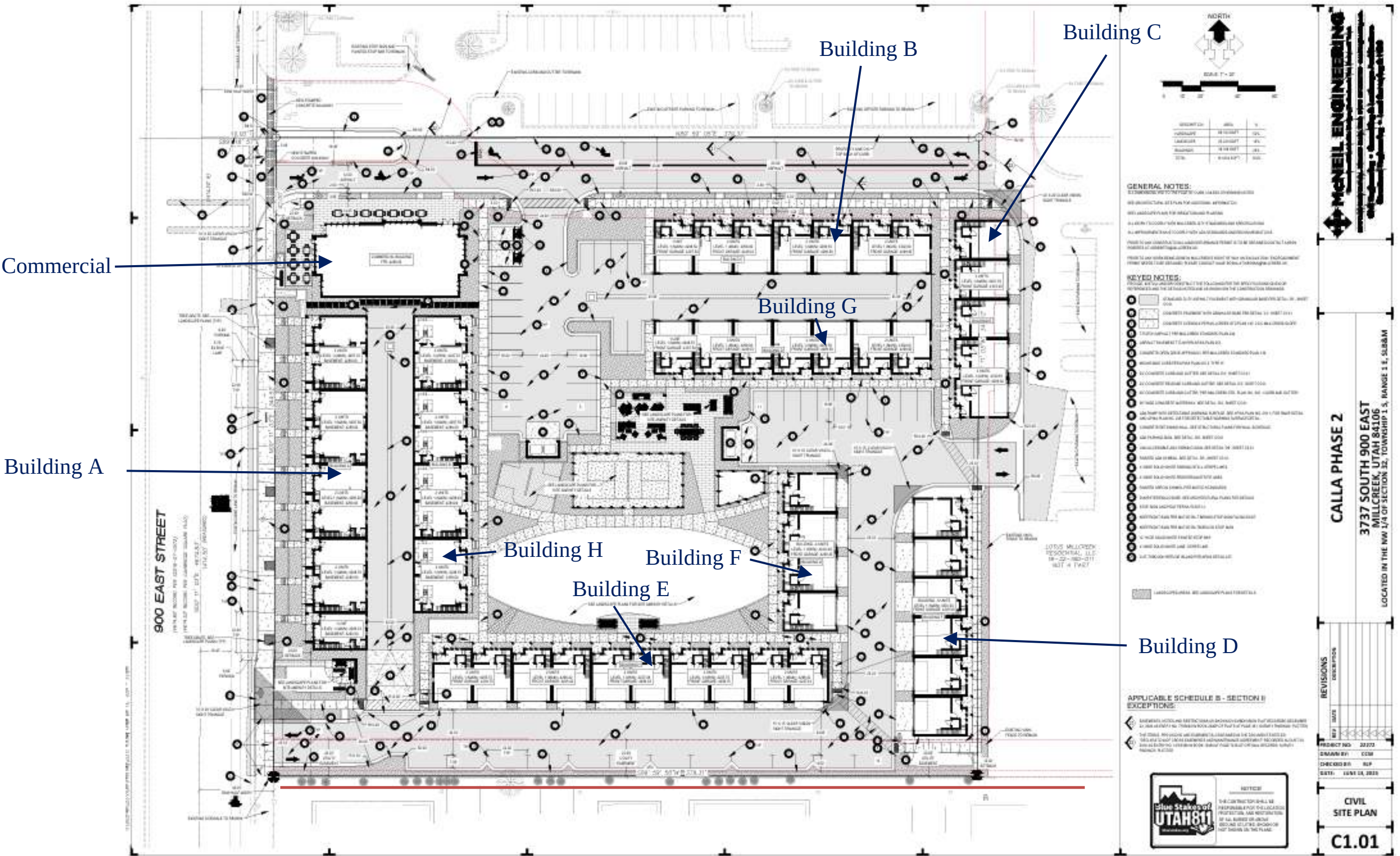


EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

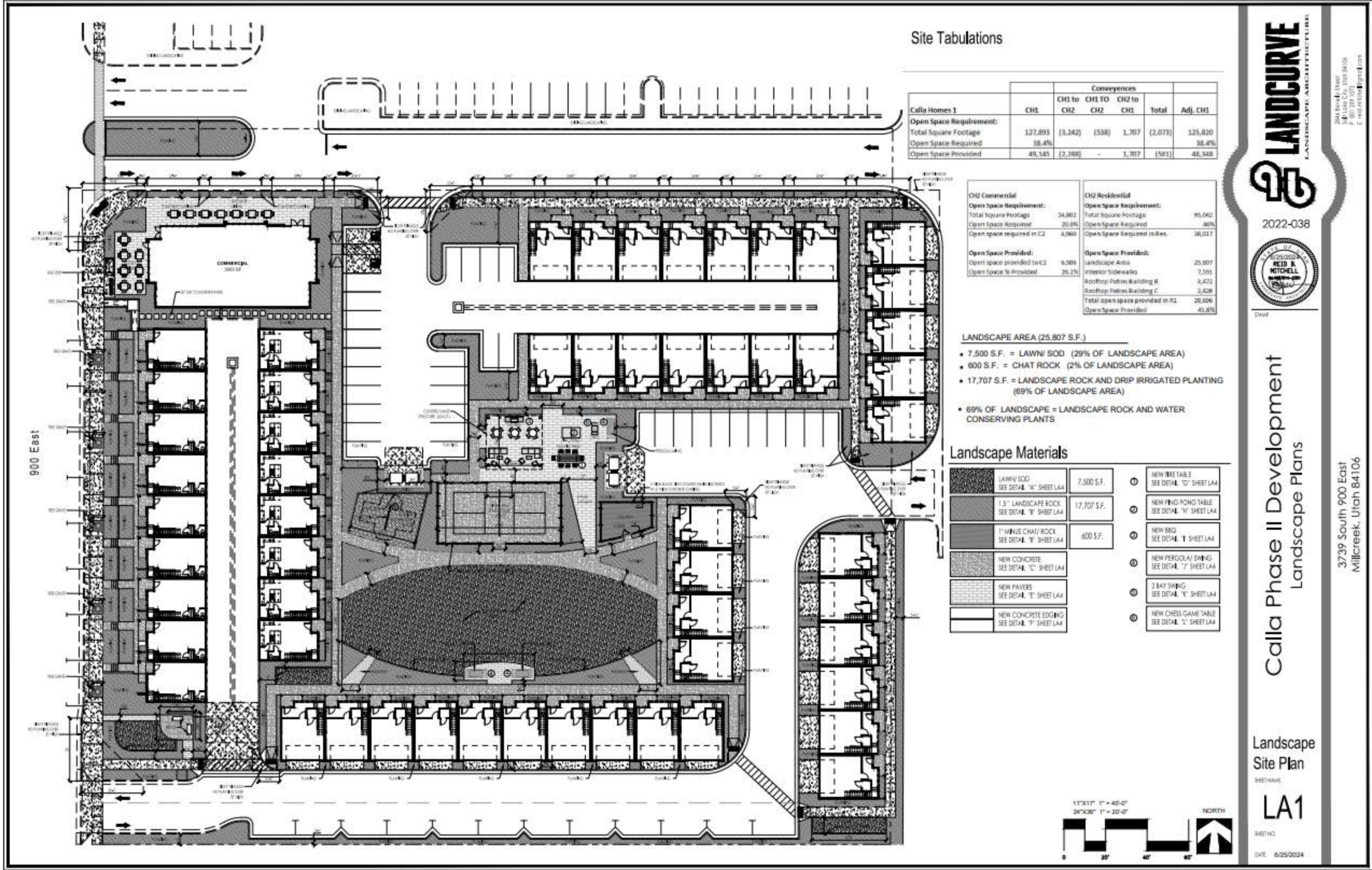


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CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

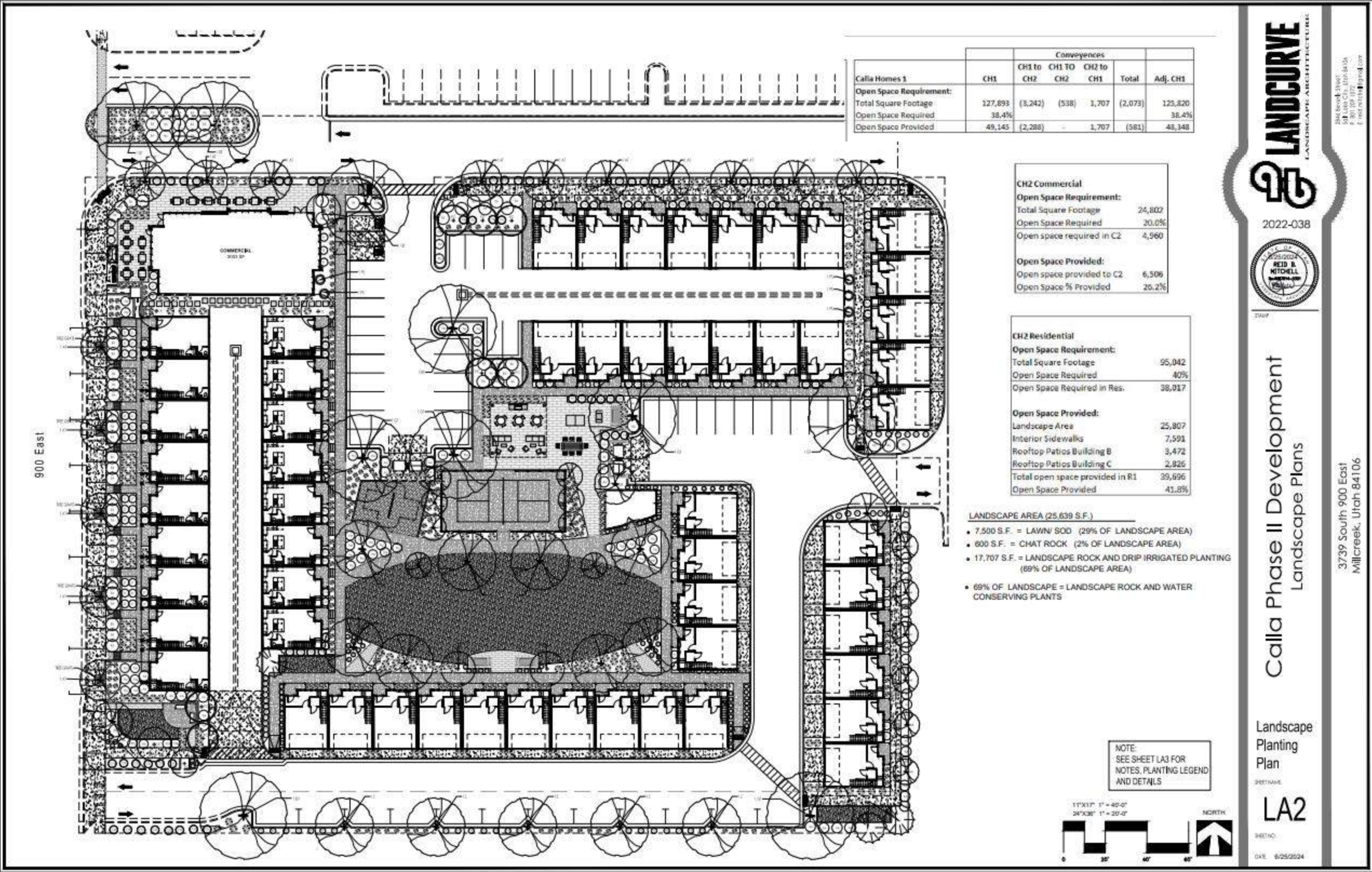
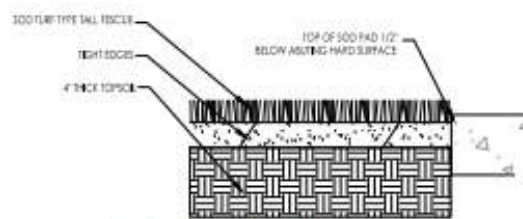
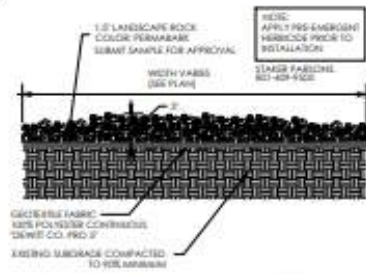


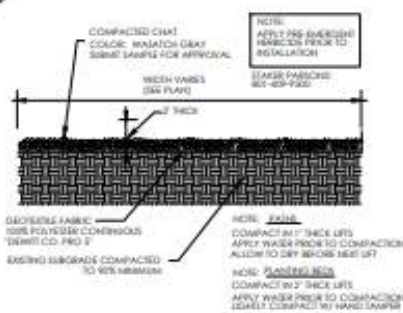
EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



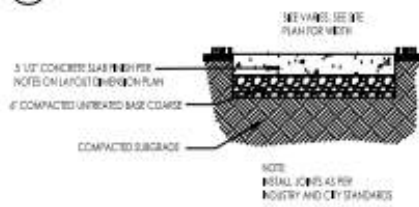
A LAWN/ SOD DETAIL



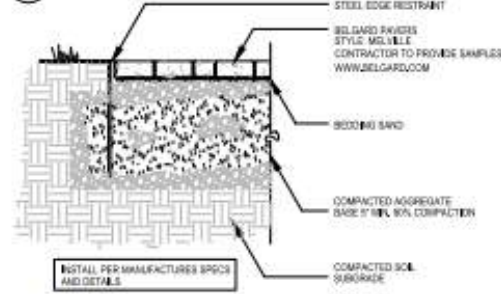
B 1.5" LANDSCAPE ROCK (PLANTING AREAS)



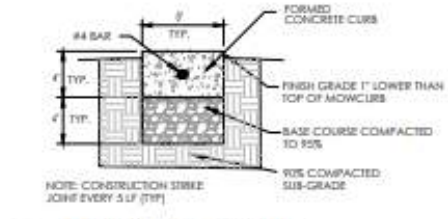
C CHAT/ ROCK GARDEN AREA



D CONCRETE PAVEMENT



E CONCRETE PAVERS



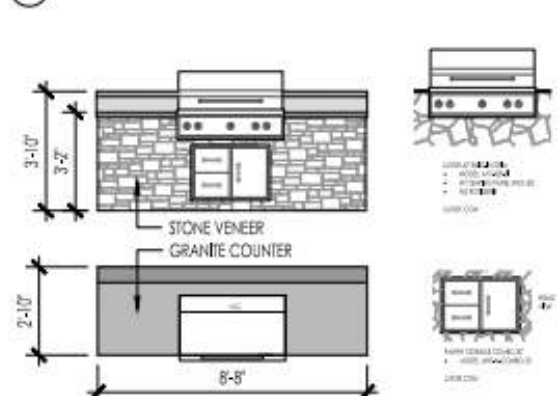
F CONCRETE EDGING



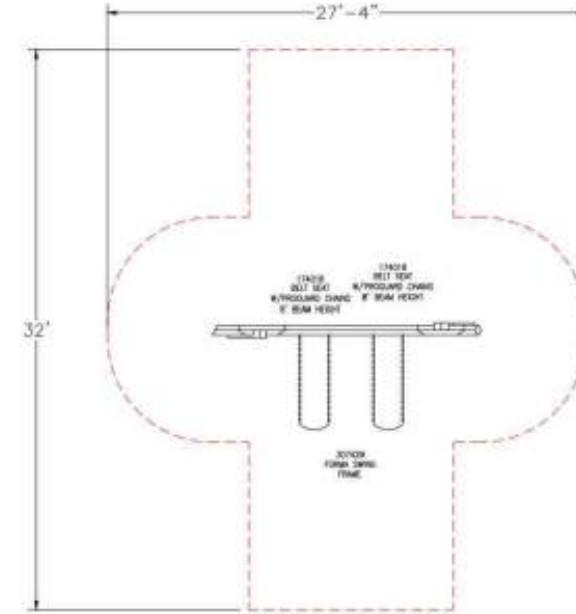
G GAS FIRE TABLE



H CONCRETE PING PONG TABLE



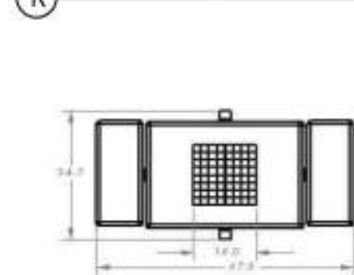
I BUILT IN BBQ AREA



K 2 BAY SWING



K 2 BAY SWING



L CONCRETE OUTDOOR CHESS TABLE



J PERGOLA AND SWING



Calla Phase II Development
Landscape Plans

Landscape/
Site Details
SHEET NAME
LA4
SHEET NO.
DATE: 6/25/2024

2044 Sorell Street
Salt Lake City, Utah 84103
P: 801.467.1111
F: 801.467.1112

3739 South 900 East
Millcreek, Utah 84106

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



2022-038



Calla Phase II Development
Landscape Plans

Pavilion
Options

SHEET NO.

LA7

SHEET NO.

DATE 1/23/2024

3044 East 1st Street
Salt Lake City, Utah 84106
P: 801.339.1072
E: reid@landcurve.com

3739 South 900 East
Millcreek, Utah 84106

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

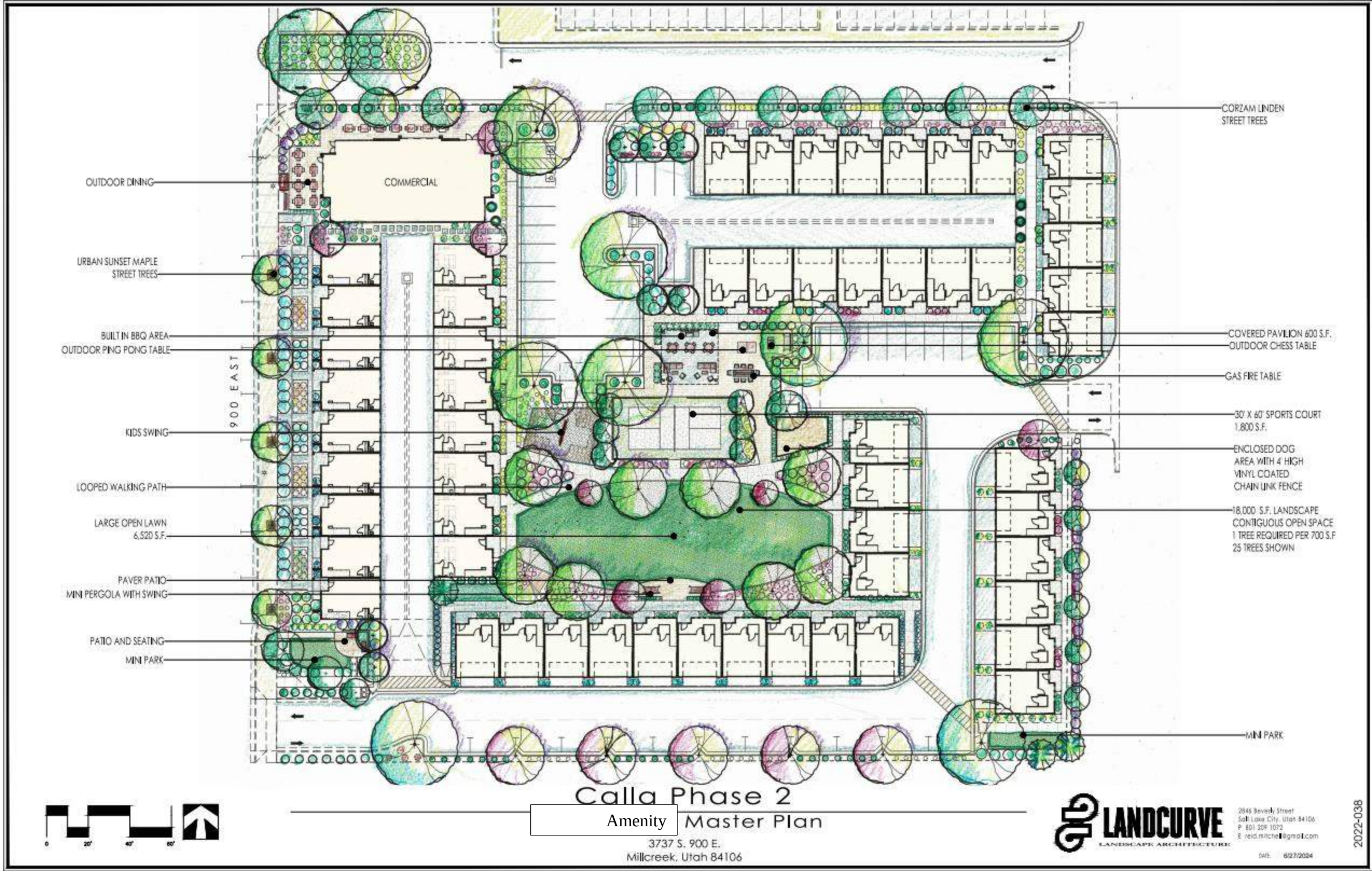


EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

Dark Grey	Light Grey	White	Brown	Black
-----------	------------	-------	-------	-------

BLDG. A MATERIALS - FRONT

MATERIAL NAME	SP	SC
TRIM/DOOR FRAME/BLACK	251.3 SP	4%
CLAY BRICK, BURNED RED	171.9 SP	4%
STUCCO, WHITE	138.4 SP	3%
TRIM/DOOR, BLACK	388.1 SP	43%
TRIM/DOOR, TAN	217.1 SP	24%

MILLCREEK TOWNHOMES

BLDG. A ELEVATIONS

A1



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

				
STONE	BRICK	CONCRETE	WOOD	METAL

BLDG. B MATERIALS - FRONT

ITEM	QTY	UNIT	%
STONE	100.00	SF	10%
BRICK	100.00	SF	10%
CONCRETE	100.00	SF	10%
WOOD	100.00	SF	10%
METAL	100.00	SF	10%
TOTAL	100.00	SF	100%

MILLCREEK TOWNHOMES

BLOC. B ELEVATIONS

A2



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

STONE	CEMENT	WHITE	WOOD	CEMENT

BLDG. C MATERIALS - FRONT

MATERIAL	SP	%
TRIPLEX CEMENT PANEL - BLACK	100'S SF	10%
CAP PANEL - BARNWOOD	210'S SF	21%
STONE - LIGHT GRAY	280'S SF	28%
TRIPLEX - WHITE	180'S SF	18%
TRIPLEX - BLACK	100'S SF	10%
TRIPLEX - TAN	100'S SF	10%

MILLCREEK TOWNHOMES

BLDG. C ELEVATIONS

A3



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

STONE - TAN	BRICK - DARK	PANEL - WHITE	PANEL - DARK	PANEL - BLACK

BLDG. D MATERIALS - FRONT

STONE - TAN	100' 0" SP	10%
BRICK - DARK	200' 0" SP	20%
PANEL - WHITE	200' 0" SP	20%
PANEL - DARK	200' 0" SP	20%
PANEL - BLACK	200' 0" SP	20%
TOTAL	1000' 0" SP	100%

MILLCREEK TOWNHOMES

BLDG. D ELEVATIONS

A4



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



WATERAL LEGEND

STONE	BRICK	CONCRETE	WOOD SIDING	DARK SIDING

FINISHED 1st	12'-0"
FINISHED 2nd	12'-0"
FINISHED 3rd	12'-0"
FINISHED 4th	12'-0"
FINISHED 5th	12'-0"
FINISHED 6th	12'-0"
FINISHED 7th	12'-0"
FINISHED 8th	12'-0"
FINISHED 9th	12'-0"
FINISHED 10th	12'-0"

BLDG. E MATERIALS - FRONT

MATERIAL NAME	SF	%
STONE CONCRETE PAVING - BLACK	121.0 SF	15%
WOOD SIDING - HORIZONTAL - WHITE	281.7 SF	35%
STONE - LIGHT GRAY	215.0 SF	27%
WOOD SIDING - VERTICAL - WHITE	128.0 SF	16%
WOOD SIDING - BLACK	410.0 SF	51%
WOOD SIDING - DARK	281.7 SF	35%

BLDG. E ELEVATIONS

AS

125 W. 10TH ST. SPOKANE, ID 83402

DATE: 06/10/2021



MILLCREEK TOWNHOMES

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



BLDG. F MATERIALS - FRONT

MATERIAL NAME	SP	%
CLAY BRICK - RANDOM PATTERN	144.0 SF	35%
STONE - LIGHT GRAY	277.0 SF	70%
WOOD - WHITE	175.0 SF	43%
STEEL - BLACK	30.0 SF	7%

MILLCREEK TOWNHOMES

BLDG. F ELEVATIONS | A6
1111 MILLCREEK TOWNHOMES, LOT 10000
JUNE 2024



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



WATERAL LEGEND

STONE	BRICK	STUCCO	WOOD GRANT	PAINTED CONCRETE

BLDG. G MATERIALS - FRONT

MATERIAL NAME	SP	%
PAINTED CONCRETE	25.7 SF	7%
WOOD GRANT	14.1 SF	4%
STONE	21.1 SF	6%
STUCCO	100.8 SF	28%
BRICK	100.8 SF	28%
PAINTED CONCRETE	25.7 SF	7%

MILLCREEK TOWNHOMES

BLDG. G ELEVATIONS | A7
141 S. 10TH ST. ANCHORAGE, AK 99503
JUNE 20, 2024



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



WATERAL LEGEND

BRICK	BLACK	WHITE	WOODEN	CONCRETE

BLDG. H MATERIALS - FRONT

CONCRETE	100%
WOODEN	100%
BRICK	100%
BLACK	100%
WHITE	100%

MILLCREEK TOWNHOMES

BLDG. H ELEVATIONS

A3





A

Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106



2846 Saville Street
Salt Lake City, Utah 84106
P: 801.209.1872
E: reid.mitchell@gmail.com

DME 5/3/2023

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



B

Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106

LANDCURVE
LANDSCAPE ARCHITECTURE

2844 Beverly Street
Salt Lake City, Utah 84106
P: 801.209.1072
E: reid.mitchell@gmail.com

DATE: 5/3/2023

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



C

Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106



2846 Beverly Street
Salt Lake City, Utah 84106
P: 801.209.1872
E: reid.mitchell@gmail.com
DATE: 5/3/2023

2022-038



Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106

LANDCURVE
LANDSCAPE ARCHITECTURE
2846 Sevelly Street
Salt Lake City, Utah 84106
P: 801.209.7872
E: reid.mitchell@gmail.com
DATE: 9/3/2023

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106



2845 Beverly Street
Salt Lake City, Utah 84106
P: 801.209.1072
E: reid.mitchell@gmail.com
DATE: 9/3/2023

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

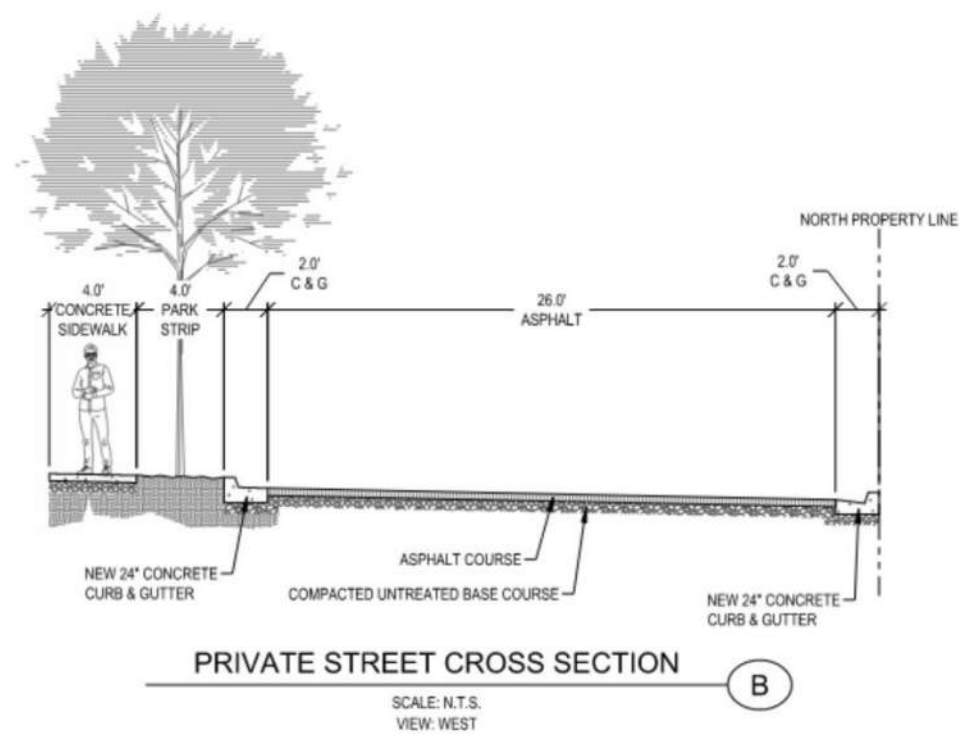
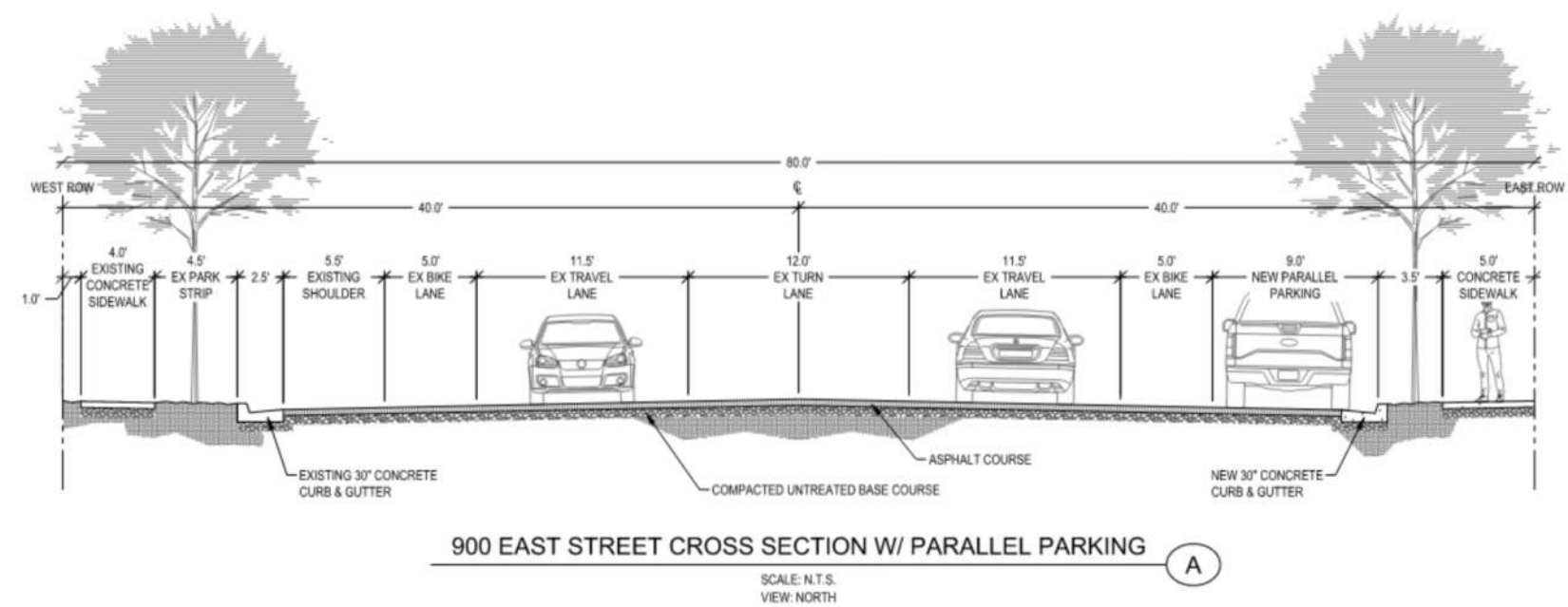
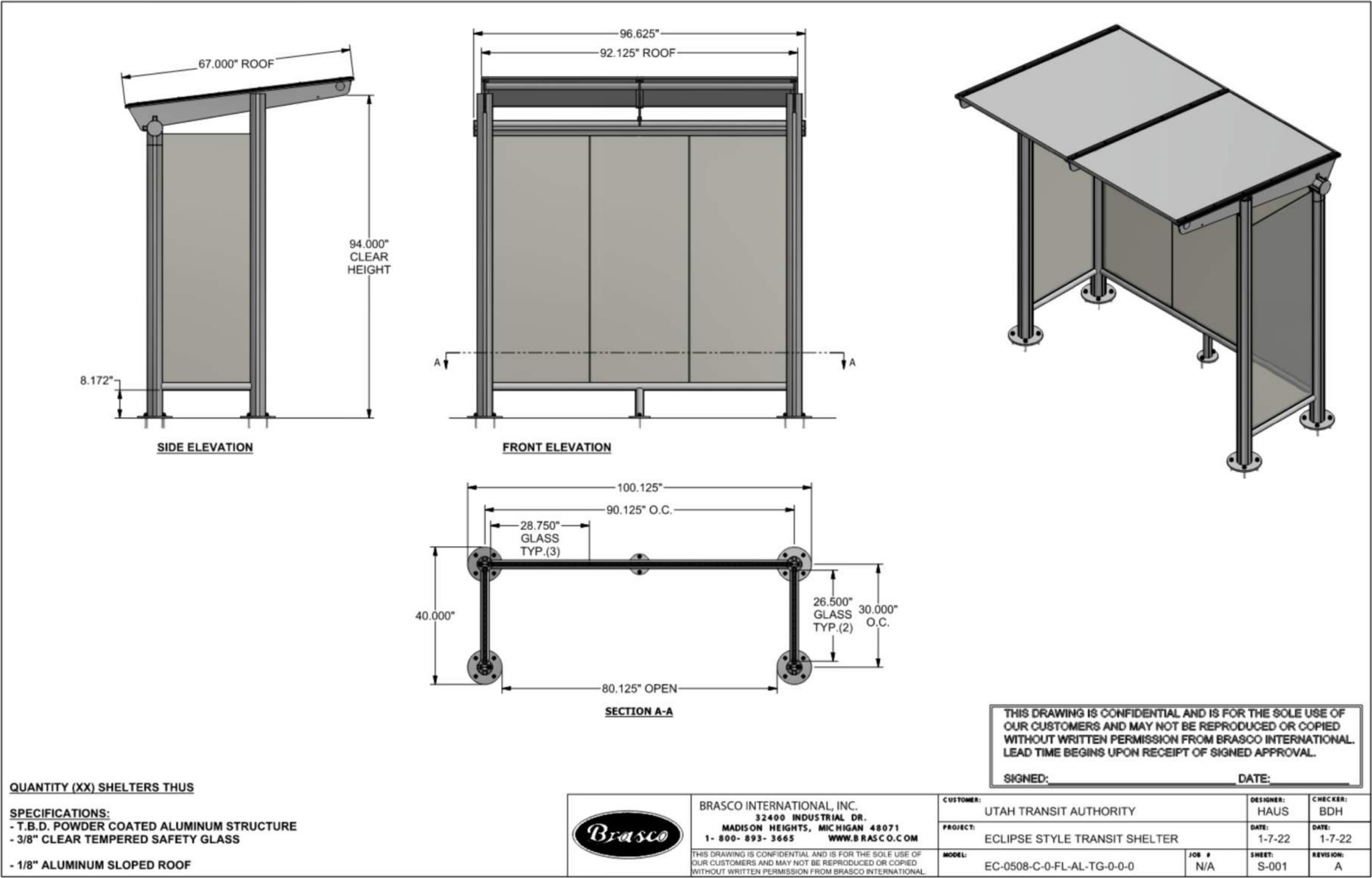


EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MILLCREEK, UTAH
ORDINANCE NO. 24-05

**AN ORDINANCE AMENDING THE MILLCREEK TOGETHER GENERAL PLAN BY
CHANGING THE FUTURE LAND USE MAP IN THE AREA OF 3743 SOUTH 900
EAST FROM RETAIL/OFFICE TO NEIGHBOURHOOD 3**

WHEREAS, the Millcreek Council (“Council”) met in regular session on June 26, 2023 and on July 8, 2024, to consider among other things, an ordinance amending the Millcreek Together General Plan by changing the future land use map pertaining to approximately 2.2 acres of certain property generally located at 3743 South 900 East, from Retail/Office to Neighbourhood 3; and

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

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

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

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

WHEREAS, on March 23, 2023, the required notice was given; and

WHEREAS, on May 17, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on May 17, 2023, the planning commission held the required public hearing with respect to this amendment; and

WHEREAS, at the May 17, 2023, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed amendment; and

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

WHEREAS, on March 23, 2023, the Council caused the required notice in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act to be given; and

WHEREAS, on June 26, 2023, and on July 8, 2024, the Council considered the amendment during a public meeting(s); and

WHEREAS, Council finds that it is in the best interest of the residents of Millcreek to amend the general plan as recommended by the Planning Commission;

NOW THEREFORE, be it ordained by the Council that the properties described below are hereby reclassified from Office/Retail to Neighborhood 3 and the requisite changes be made to the Millcreek Together General Plan to reflect this change.

Parcel Numbers (Affected Parcels)

16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, 16-32-180-011

Address (Approximate)

3739 South 900 East

THE FOLLOWING DEFINES AN AREA FOR AMENDING THE LAND USE MAP
AFFECTING CURRENT SALT

LAKE COUNTY, UTAH PARCEL ID NUMBERS 16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, AND 16-32-180-011 BEING SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3, 4, AND 5 PER THAT CERTAIN SPECIAL WARRANTY DEED, ENTRY NUMBER 13976574, BOOK 11351, PAGE 9332, RECORDED JUNE 28, 2022, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE,

TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900

SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 22.19 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 127.94 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 4.00 FEET; (3) SOUTH 00° 00' 00" EAST 127.94 FEET; (4) NORTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 538 SQUARE FEET OR 0.012 ACRE.

ALSO, TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT

THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 183.47 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 123.16 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 26.10 FEET; (3) SOUTH 00° 00' 00" EAST 123.16 FEET; (4) SOUTH 90° 00' 00" WEST 26.50 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 3,239 SQUARE FEET OR 0.074 ACRE.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE NORTH 00°11'03" EAST 1373.37 FEET, THENCE DEPARTING SAID MONUMENT LINE NORTH 00°00'00" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST 106.37 FEET; THENCE SOUTH 00°00'00" EAST 205.17 FEET; THENCE NORTH 90°00'00" WEST 31.62 FEET; THENCE SOUTH 00°00'00" EAST 30.00 FEET; THENCE NORTH 90°00'00" WEST 75.50 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 235.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 24,155 S.F. OR 0.55 ACRE.

ALSO, LESS AND EXCEPTING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FROM CALLA HOMES PHASE II TO CALLA HOMES PHASE 1, SAID AREA BEING A PORTION THE COMMON AREA, CONTAINED WITHIN CAMBRIDGE SQUARE PHASE 1, COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET AND POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00° 11' 03" EAST 5.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89° 59' 58" EAST

44.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE NORTHEASTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 00° 00' 02" WEST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 16.23 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 7.44 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 14.50 FEET (RADIUS BEARS SOUTH 29° 23' 19" EAST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 7.36 FEET; THENCE NORTH 89° 59' 58" EAST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE 2.36 FEET ALONG SAID CURVE WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING SOUTH 45° 00' 02" EAST 2.12 FEET; THENCE THE FOLLOWING NINETEEN (19) COURSES (1) SOUTH 00° 00' 02" EAST 6.99 FEET; (2) NORTH 89° 59' 58" EAST 41.46 FEET (3) NORTH 44° 59' 58" EAST 4.30 FEET; (4) SOUTH 45° 00' 02" EAST 4.30 FEET; (5) NORTH 89° 59' 58" EAST 37.91 FEET; (6) NORTH 44° 59' 58" EAST 4.30 FEET; (7) SOUTH 45° 00' 02" EAST 4.30 FEET; (8) NORTH 89° 59' 58" EAST 37.91 FEET (9) NORTH 44° 59' 58" EAST 4.30 FEET; (10) SOUTH 45° 00' 02" EAST 4.30 FEET; (11) NORTH 89° 59' 58" EAST 37.91 FEET (12) NORTH 44° 59' 58" EAST 4.30 FEET; (13) SOUTH 45° 00' 02" EAST 4.30 FEET; (14) NORTH 89° 59' 58" EAST 37.91 FEET (15) NORTH 44° 59' 58" EAST 4.30 FEET; (16) SOUTH 45° 00' 02" EAST 4.30 FEET; (17) SOUTH 89° 59' 10" EAST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 9.52 FEET; (19) NORTH 89° 59' 58" EAST 43.98 FEET TO A POINT ON THE EAST SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE SOUTH 00° 11' 03" WEST 12.11 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE SOUTH SUBDIVISION LINE SOUTH 89° 59' 58" WEST 379.31 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED CONTAINS 1,707 SQUARE FEET OR 0.039 ACRE.

THE ABOVE DESCRIBED AMENDING THE FUTURE LAND USE CONTAINS 2.50 ACRES.

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections. End of description.

This Ordinance, assigned Ordinance No. 24-05, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 8th day of July 2024.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

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

CERTIFICATE OF POSTING

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

ORDINANCE **24-XX**: SAME TITLE AS ABOVE

was adopted the ____ day of _____, 20__ and that a copy of the foregoing Ordinance **24-XX** was posted in accordance with Utah Code 10-3-711 this ____ day of _____, 20__.

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 24-06

**AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 3739 SOUTH 900 EAST FROM THE COMMERCIAL (C-3) ZONE
TO THE RESIDENTIAL MULTIFAMILY (R-M) ZONE**

WHEREAS, the Millcreek Council (“Council”) met in a regular meeting on June 26, 2023 and on July 8, 2024 to consider, among other things, an ordinance rezoning approximately 2.2 acres of a certain property generally located at 3739 South 900 East from the Commercial (C-3) Zone to the Residential Multifamily (R-M) Zone; and

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

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

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

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

WHEREAS, on March 23, 2023, the required public hearing notice was published; and

WHEREAS, on May 17, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on May 17, 2023, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at the May 17, 2023, planning commission meeting the Millcreek Planning Commission recommended **5-0 in favor** of the proposed rezone; and

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

WHEREAS, on March 23, 2023, the Council caused the required notice to be given; and

WHEREAS, on June 26, 2023, and on July 8, 2024, the Council considered the rezone during a public meeting; and

WHEREAS, Section 19.06.020 of the Millcreek Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with Millcreek; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Millcreek to adopt the rezone/map change as recommended by the Planning Commission.

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZM-22-009 filed by BV Lotus Calla Phase 2 LLC, the property generally located at 3739 South 900 East is hereby rezoned/reclassified from the Commercial (C-3) Zone to the Residential Multifamily (R-M) Zone, such property being more particularly described as follows:

Parcel Numbers (Affected Parcels)

16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, 16-32-180-011

Address (Approximate)

3739 South 900 East

THE FOLLOWING DEFINES AN AREA FOR REZONING PURPOSES AFFECTING
CURRENT SALT

LAKE COUNTY, UTAH PARCEL ID NUMBERS 16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, AND 16-32-180-011 BEING SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3, 4, AND 5 PER THAT CERTAIN SPECIAL WARRANTY DEED, ENTRY NUMBER 13976574, BOOK 11351, PAGE 9332, RECORDED JUNE 28, 2022, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE,

TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER

12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT

LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900

SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST

STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE

SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID

900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT

MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT

LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE

SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID

SUBDIVISION NORTH 00° 11' 03" EAST 22.19 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 127.94 FEET ALONG

SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 4.00 FEET; (3) SOUTH

00° 00' 00" EAST 127.94 FEET; (4) NORTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON SAID EAST

LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 538 SQUARE FEET OR 0.012 ACRE.

ALSO, TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE

DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH

PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER

(NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND

MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 183.47 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 123.16 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 26.10 FEET; (3) SOUTH 00° 00' 00" EAST 123.16 FEET; (4) SOUTH 90° 00' 00" WEST 26.50 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 3,239 SQUARE FEET OR 0.074 ACRE.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE NORTH 00°11'03" EAST 1373.37 FEET, THENCE DEPARTING SAID MONUMENT LINE NORTH 00°00'00" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST 106.37 FEET; THENCE SOUTH 00°00'00" EAST 205.17 FEET; THENCE NORTH 90°00'00" WEST 31.62 FEET; THENCE SOUTH 00°00'00" EAST 30.00 FEET; THENCE NORTH 90°00'00" WEST 75.50 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 235.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 24,155 S.F. OR 0.55 ACRE.

ALSO, LESS AND EXCEPTING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE

FROM CALLA HOMES PHASE II TO CALLA HOMES PHASE 1, SAID AREA BEING A PORTION THE COMMON AREA, CONTAINED WITHIN CAMBRIDGE SQUARE PHASE 1, COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET AND POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00° 11' 03" EAST 5.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89° 59' 58" EAST 44.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE NORTHEASTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 00° 00' 02" WEST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 16.23 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 7.44 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 14.50 FEET (RADIUS BEARS SOUTH 29° 23' 19" EAST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 7.36 FEET; THENCE NORTH 89° 59' 58" EAST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE 2.36 FEET ALONG SAID CURVE WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING SOUTH 45° 00' 02" EAST 2.12 FEET; THENCE THE FOLLOWING NINETEEN (19) COURSES (1) SOUTH 00° 00' 02" EAST 6.99 FEET; (2) NORTH 89° 59' 58" EAST 41.46 FEET (3) NORTH 44° 59' 58" EAST 4.30 FEET; (4) SOUTH 45° 00' 02" EAST 4.30 FEET; (5) NORTH 89° 59' 58" EAST 37.91 FEET; (6) NORTH 44° 59' 58" EAST 4.30 FEET; (7) SOUTH 45° 00' 02" EAST 4.30 FEET; (8) NORTH 89° 59' 58" EAST 37.91 FEET (9) NORTH 44° 59' 58" EAST 4.30 FEET; (10) SOUTH 45° 00' 02" EAST 4.30 FEET; (11) NORTH 89° 59' 58" EAST 37.91 FEET (12) NORTH 44° 59' 58" EAST 4.30 FEET; (13) SOUTH 45° 00' 02" EAST 4.30 FEET; (14) NORTH 89° 59' 58" EAST 37.91 FEET (15) NORTH 44° 59' 58" EAST 4.30 FEET; (16) SOUTH 45° 00' 02" EAST 4.30 FEET; (17) SOUTH 89° 59' 10" EAST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 9.52 FEET; (19) NORTH 89° 59' 58" EAST 43.98 FEET TO A POINT ON THE EAST SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE SOUTH 00° 11' 03" WEST 12.11 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE SOUTH SUBDIVISION LINE SOUTH 89° 59' 58" WEST 379.31 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED CONTAINS 1,707 SQUARE FEET OR 0.039 ACRE.

THE ABOVE DESCRIBED FOR RE-ZONING PURPOSES CONTAINS 2.50 ACRES.

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections. End of description.

BE IT FURTHER ORDAINED, that pursuant to Section 19.06.020 of the Millcreek Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 19.06.020.

This Ordinance assigned no. 24-06, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 8th day of July 2024.

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 24-06: SAME TITLE AS ABOVE

was adopted the ____ day of ____, 20__ and that a copy of the foregoing Ordinance 24-06 was posted in accordance with Utah Code 10-3-711 this ____ day of ____, 20__.

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 24-07

**AN ORDINANCE OF THE CITY COUNCIL OF MILLCREEK
APPROVING AN DEVELOPMENT AGREEMENT FOR BV LOTUS CALLA PH 2, A
3.05 ACRE COMMERCIAL AND RESIDIENTIAL MIXED USE DEVELOPEMENT
PERTAINING TO PROPERTY GENERALLY LOCATED AT 3743 SOUTH 900 EAST**

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on June 26, 2023 and on July 8, 2024, to consider, among other things, approving a Development Agreement for BV Lotus Calla Ph 2 for property generally located at 3743 South 900 East; and

WHEREAS, on July 8, 2024 the Council approved a development agreement with BV Lotus Calla Ph 2; and

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

WHEREAS, staff has presented to the Council a Development Agreement for BV Lotus Calla Ph 2 LLC (“Development Agreement”); and

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

NOW, THEREFORE, BE IT ORDAINED that the Development Agreement attached hereto as **Exhibit 1**, is approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This ordinance assigned no. 24-07, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Millcreek, Utah, this 8th day of July 2024.

MILLCREEK

Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

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

CERTIFICATE OF POSTING

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

ORDINANCE 24-07: SAME TITLE AS ABOVE

was adopted the ____ day of _____, 20__ and that a copy of the foregoing Ordinance 24-07 was posted in accordance with Utah Code 10-3-711 this ____ day of _____, 20__.

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 24-34

**AN ORDINANCE AMENDING THE MILLCREEK TOGETHER GENERAL PLAN BY
CHANGING THE FUTURE LAND USE MAP IN THE AREA OF 3743 SOUTH
900 EAST FROM RETAIL/OFFICE TO NEIGHBORHOOD 3**

WHEREAS, the Millcreek Council (“Council”) met in regular session on June 26, 2023 and on July 8, 2024, to consider among other things, an ordinance amending the Millcreek Together General Plan by changing the future land use map pertaining to approximately 2.2 acres of certain property generally located at 3743 South 900 East, from Retail/Office to Neighborhood 3; and

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

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

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

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

WHEREAS, on March 23, 2023, the required notice was given; and

WHEREAS, on May 17, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on May 17, 2023, the planning commission held the required public hearing with respect to this amendment; and

WHEREAS, at the May 17, 2023, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed amendment; and

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

WHEREAS, on July 3, 2024, the Council caused the required notice in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act to be given; and

WHEREAS, on June 26, 2023, and on July 8, 2024, the Council considered the amendment during a public meeting(s); and

WHEREAS, Council finds that it is in the best interest of the residents of Millcreek to amend the general plan as recommended by the Planning Commission.

NOW THEREFORE, be it ordained by the Council that the properties described below are hereby reclassified from Office/Retail to Neighborhood 3 and the requisite changes be made to the Millcreek Together General Plan to reflect this change.

Parcel Numbers (Affected Parcels)

16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, 16-32-180-011

Address (Approximate)

3739 South 900 East

THE FOLLOWING DEFINES AN AREA FOR AMENDING THE LAND USE MAP AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBERS 16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, AND 16-32-180-011 BEING SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3, 4, AND 5 PER THAT CERTAIN SPECIAL WARRANTY DEED, ENTRY NUMBER 13976574, BOOK 11351, PAGE 9332, RECORDED JUNE 28, 2022, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE

AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 22.19 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 127.94 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 4.00 FEET; (3) SOUTH 00° 00' 00" EAST 127.94 FEET; (4) NORTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 538 SQUARE FEET OR 0.012 ACRE.

ALSO, TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

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THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 123.16 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 26.10 FEET; (3) SOUTH 00° 00' 00" EAST 123.16 FEET; (4) SOUTH 90° 00' 00" WEST 26.50 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 3,239 SQUARE FEET OR 0.074 ACRE.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE NORTH 00°11'03" EAST 1373.37 FEET, THENCE DEPARTING SAID MONUMENT LINE NORTH 00°00'00" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST 106.37 FEET; THENCE SOUTH 00°00'00" EAST 205.17 FEET; THENCE NORTH 90°00'00" WEST 31.62 FEET; THENCE SOUTH 00°00'00" EAST 30.00 FEET; THENCE NORTH 90°00'00" WEST 75.50 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 235.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 24,155 S.F. OR 0.55 ACRE.

ALSO, LESS AND EXCEPTING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FROM CALLA HOMES PHASE II TO CALLA HOMES PHASE 1, SAID AREA BEING A PORTION THE COMMON AREA, CONTAINED WITHIN CAMBRIDGE SQUARE PHASE 1, COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET AND POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00° 11' 03" EAST 5.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89° 59' 58" EAST 44.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE NORTHEASTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 00° 00' 02" WEST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 16.23 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 7.44 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 14.50 FEET (RADIUS BEARS SOUTH 29° 23' 19" EAST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 7.36 FEET; THENCE NORTH 89° 59' 58" EAST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE 2.36 FEET ALONG SAID CURVE WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING SOUTH 45° 00' 02" EAST 2.12 FEET; THENCE THE

FOLLOWING NINETEEN (19) COURSES (1) SOUTH 00° 00' 02" EAST 6.99 FEET; (2) NORTH 89° 59' 58" EAST 41.46 FEET (3) NORTH 44° 59' 58" EAST 4.30 FEET; (4) SOUTH 45° 00' 02" EAST 4.30 FEET; (5) NORTH 89° 59' 58" EAST 37.91 FEET; (6) NORTH 44° 59' 58" EAST 4.30 FEET; (7) SOUTH 45° 00' 02" EAST 4.30 FEET; (8) NORTH 89° 59' 58" EAST 37.91 FEET (9) NORTH 44° 59' 58" EAST 4.30 FEET; (10) SOUTH 45° 00' 02" EAST 4.30 FEET; (11) NORTH 89° 59' 58" EAST 37.91 FEET (12) NORTH 44° 59' 58" EAST 4.30 FEET; (13) SOUTH 45° 00' 02" EAST 4.30 FEET; (14) NORTH 89° 59' 58" EAST 37.91 FEET (15) NORTH 44° 59' 58" EAST 4.30 FEET; (16) SOUTH 45° 00' 02" EAST 4.30 FEET; (17) SOUTH 89° 59' 10" EAST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 9.52 FEET; (19) NORTH 89° 59' 58" EAST 43.98 FEET TO A POINT ON THE EAST SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE SOUTH 00° 11' 03" WEST 12.11 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE SOUTH SUBDIVISION LINE SOUTH 89° 59' 58" WEST 379.31 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED CONTAINS 1,707 SQUARE FEET OR 0.039 ACRE.

THE ABOVE DESCRIBED AMENDING THE FUTURE LAND USE CONTAINS 2.50 ACRES.

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections. End of description.

This Ordinance, assigned Ordinance No. 24-34, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 8th day of July 2024.

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 24-34: AN ORDINANCE AMENDING THE MILLCREEK TOGETHER
GENERAL PLAN BY CHANGING THE FUTURE LAND USE MAP IN THE AREA OF 3743
SOUTH 900 EAST FROM RETAIL/OFFICE TO NEIGHBORHOOD 3

was adopted the 8th day of July, 2024 and that a copy of the foregoing Ordinance 24-34 was
posted in accordance with Utah Code 10-3-711 this ____ day of July, 2024.

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 24-35

**AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 3739 SOUTH 900 EAST FROM THE COMMERCIAL (C-3) ZONE
TO THE RESIDENTIAL MULTIFAMILY (R-M) ZONE**

WHEREAS, the Millcreek Council (“Council”) met in a regular meeting on June 26, 2023 and on July 8, 2024 to consider, among other things, an ordinance rezoning approximately 2.2 acres of a certain property generally located at 3739 South 900 East from the Commercial (C-3) Zone to the Residential Multifamily (R-M) Zone; and

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

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

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

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

WHEREAS, on March 23, 2023, the required public hearing notice was published; and

WHEREAS, on May 17, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on May 17, 2023, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at the May 17, 2023, planning commission meeting the Millcreek Planning Commission recommended in favor of the proposed rezone; and

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

WHEREAS, on July 3, 2024 the Council caused the required notice to be given; and

WHEREAS, on June 26, 2023, and on July 8, 2024, the Council considered the rezone during a public meeting; and

WHEREAS, Section 19.06.020 of the Millcreek Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with Millcreek; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Millcreek to adopt the rezone/map change as recommended by the Planning Commission.

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZM-22-009 filed by BV Lotus Calla Phase 2 LLC, the property generally located at 3739 South 900 East is hereby rezoned/reclassified from the Commercial (C-3) Zone to the Residential Multifamily (R-M) Zone, such property being more particularly described as follows:

Parcel Numbers (Affected Parcels)

16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, 16-32-180-011

Address (Approximate)

3739 South 900 East

THE FOLLOWING DEFINES AN AREA FOR REZONING PURPOSES AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBERS 16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, AND 16-32-180-011 BEING SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3, 4, AND 5 PER THAT CERTAIN SPECIAL WARRANTY DEED, ENTRY NUMBER 13976574, BOOK 11351, PAGE 9332, RECORDED JUNE 28, 2022, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE,

TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900

SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 22.19 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 127.94 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 4.00 FEET; (3) SOUTH 00° 00' 00" EAST 127.94 FEET; (4) NORTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 538 SQUARE FEET OR 0.012 ACRE.

ALSO, TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 183.47 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 123.16 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 26.10 FEET; (3) SOUTH 00° 00' 00" EAST 123.16 FEET; (4) SOUTH 90° 00' 00"

WEST 26.50 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 3,239 SQUARE FEET OR 0.074 ACRE.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE NORTH 00°11'03" EAST 1373.37 FEET, THENCE DEPARTING SAID MONUMENT LINE NORTH 00°00'00" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST 106.37 FEET; THENCE SOUTH 00°00'00" EAST 205.17 FEET; THENCE NORTH 90°00'00" WEST 31.62 FEET; THENCE SOUTH 00°00'00" EAST 30.00 FEET; THENCE NORTH 90°00'00" WEST 75.50 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 235.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 24,155 S.F. OR 0.55 ACRE.

ALSO, LESS AND EXCEPTING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FROM CALLA HOMES PHASE II TO CALLA HOMES PHASE I, SAID AREA BEING A PORTION THE COMMON AREA, CONTAINED WITHIN CAMBRIDGE SQUARE PHASE 1, COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET AND POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00° 11' 03" EAST 5.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89° 59' 58" EAST 44.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE NORTHEASTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 00° 00' 02" WEST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 16.23 FEET TO A POINT OF REVERSE

CURVE; THENCE NORTHEASTERLY 7.44 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 14.50 FEET (RADIUS BEARS SOUTH 29° 23' 19" EAST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 7.36 FEET; THENCE NORTH 89° 59' 58" EAST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE 2.36 FEET ALONG SAID CURVE WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING SOUTH 45° 00' 02" EAST 2.12 FEET; THENCE THE FOLLOWING NINETEEN (19) COURSES (1) SOUTH 00° 00' 02" EAST 6.99 FEET; (2) NORTH 89° 59' 58" EAST 41.46 FEET (3) NORTH 44° 59' 58" EAST 4.30 FEET; (4) SOUTH 45° 00' 02" EAST 4.30 FEET; (5) NORTH 89° 59' 58" EAST 37.91 FEET; (6) NORTH 44° 59' 58" EAST 4.30 FEET; (7) SOUTH 45° 00' 02" EAST 4.30 FEET; (8) NORTH 89° 59' 58" EAST 37.91 FEET (9) NORTH 44° 59' 58" EAST 4.30 FEET; (10) SOUTH 45° 00' 02" EAST 4.30 FEET; (11) NORTH 89° 59' 58" EAST 37.91 FEET (12) NORTH 44° 59' 58" EAST 4.30 FEET; (13) SOUTH 45° 00' 02" EAST 4.30 FEET; (14) NORTH 89° 59' 58" EAST 37.91 FEET (15) NORTH 44° 59' 58" EAST 4.30 FEET; (16) SOUTH 45° 00' 02" EAST 4.30 FEET; (17) SOUTH 89° 59' 10" EAST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 9.52 FEET; (19) NORTH 89° 59' 58" EAST 43.98 FEET TO A POINT ON THE EAST SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE SOUTH 00° 11' 03" WEST 12.11 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE SOUTH SUBDIVISION LINE SOUTH 89° 59' 58" WEST 379.31 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED CONTAINS 1,707 SQUARE FEET OR 0.039 ACRE.

THE ABOVE DESCRIBED FOR RE-ZONING PURPOSES CONTAINS 2.50 ACRES.

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections. End of description.

BE IT FURTHER ORDAINED, that pursuant to Section 19.06.020 of the Millcreek Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 19.06.020.

This Ordinance assigned no. 24-35, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 8th day of July 2024.

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 24-35: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 3739 SOUTH 900 EAST FROM THE COMMERCIAL (C-3) ZONE TO
THE RESIDENTIAL MULTIFAMILY (R-M) ZONE
was adopted the 8th day of July, 2024 and that a copy of the foregoing Ordinance 24-35 was
posted in accordance with Utah Code 10-3-711 this ____ day of July, 2024.

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 24-36

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR BV LOTUS
CALLA PH 2, A 3.05 ACRE COMMERCIAL AND RESIDENTIAL MIXED USE
DEVELOPEMENT PERTAINING TO PROPERTY GENERALLY LOCATED AT 3743
SOUTH 900 EAST**

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on June 26, 2023 and on July 8, 2024, to consider, among other things, approving a Development Agreement for BV Lotus Calla Ph 2 for property generally located at 3743 South 900 East; and

WHEREAS, on July 8, 2024 the Council approved a development agreement with BV Lotus Calla Ph 2; and

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

WHEREAS, staff has presented to the Council a Development Agreement for BV Lotus Calla Ph 2 LLC (“Development Agreement”); and

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

NOW, THEREFORE, BE IT ORDAINED that the Development Agreement attached hereto as **Exhibit 1**, is approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This ordinance assigned no. 24-36, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Millcreek, Utah, this 8th day of July 2024.

MILLCREEK

Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Upi	Yes	No

CERTIFICATE OF POSTING

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

ORDINANCE 24-36: AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT
FOR BV LOTUS CALLA PH 2, A 3.05 ACRE COMMERCIAL AND RESIDENTIAL
MIXED USE DEVELOPEMENT PERTAINING TO PROPERTY GENERALLY LOCATED
AT 3743 SOUTH 900 EAST

was adopted the 8th day of July, 2024 and that a copy of the foregoing Ordinance 24-36 was
posted in accordance with Utah Code 10-3-711 this ____ day of July, 2024.

Elyse Sullivan, City Recorder

When recorded, return to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this ____ day of _____ 2024, by and between BV Lotus Calla Homes Phase 2, LLC, an Idaho limited liability company (“Developer”) and Millcreek Utah, a municipal corporation of the State of Utah (“City”). The Developer and the City are sometimes referred to as the “Parties”.

RECITALS

WHEREAS, the Developer owns approximately 3.048 acres of real property generally located at 3743 South 900 East in Millcreek, Utah (“Property”). A legal description of the Property is attached hereto as Exhibit “A.” The Parties desire that the Property be developed (the “Project”) in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Property is currently zoned Commercial (C-2) and the Property is a “Commercially Significant Development Site”, as defined in Millcreek Code Section 19.60.060 in which case, “any mixed-use development is [therefore] required to include commercial uses for at least 30 percent of the mixed-use development’s gross floor area”; and

WHEREAS, the Developer desires to rezone (“Rezone”) the east portion of the Property from C-2 to the R-M Multifamily Zone, as described in Exhibit “B” and develop the Property as a mixed-use development and intends to satisfy the requirement that “any mixed-use development is [therefore] required to include commercial uses for at least 30 percent of the mixed-use development’s gross floor area; and

WHEREAS, the Developer intends to develop the Property consistent with the referenced requirement and the concept plans and terms identified in Exhibit “C” and “D”; and

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

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

WHEREAS, the City and Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the Rezone and this Agreement; and

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

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

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

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development,

transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement.

3. **Vested Rights.** Except as provided below the Parties intend that this Agreement grants Developer the right to develop the Project in fulfillment of this Agreement.

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

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

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

3.1.3 Codes. City development standards, engineering requirements and supplemental specifications for Public Works and any new editions or replacement thereof and any City's future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

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

3.1.7 Impact Fees. Impact Fee enactment which are lawfully adopted and imposed by the City.

4. **Compliance with City Ordinances and Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable ordinances and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with applicable City standards.

5. **Specific Design and Development Conditions.** The Project shall be developed and constructed substantially as depicted and as set forth in the specific design conditions/criteria and terms set forth in Exhibits "C" and "D". Additionally, the Project shall be developed in accordance with the following terms and conditions:

5.1 **Owned Units.** Developer shall cause the seventeen (17) townhome units located within the western portion of the Property, to be individually platted, marketed, and sold (the “Owner-Occupied Units”). To ensure owner occupancy of the Owner-Occupied Units, the Developer shall, prior to issuance of any building permits with respect to the Project, record a subdivision plat for the purpose of creating individual ownership, common areas, property line alignments, right of way dedication (if any) and all easements for access, utilities, shared parking, shared open space, etc. along with a restrictive use agreement with the office of the Salt Lake County Recorder including language as set forth in Exhibit “E” attached hereto and incorporated herein. The Developer shall obtain a building permit for the Owner-Occupied Units and begin physical construction of the Owner-Occupied Units prior to the City issuing building permits for Buildings “C”, “D”, “E”, & “F” as labeled within Exhibit C.

5.2. **Commercial Restaurant Space.** Developer shall obtain a building permit and complete the physical construction of the minimum 3,000 square foot commercial building, to be located at the northwest corner of the Property (the “Commercial Building”), prior to the City issuing building permits for Buildings “C”, “D”, “E”, & “F” as labeled within Exhibit C. Developer shall use good faith efforts to market the Commercial Building for restaurant use. If (i) Developer is unable to utilize the Commercial Building with a restaurant business within five (5) years following the date of when the building permit for the Commercial Building is issued, or (ii) after a restaurant business has occupied the Commercial Building for a consecutive period of more than five (5) years following occupancy, whichever occurs last, then Developer must obtain approval from the City Council to allow for an alternate retail use/business for the Commercial Building as determined by the City Council in its sole and absolute discretion.

6. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns

of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

7. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

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

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

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

TO DEVELOPER:

BV Lotus Calla Homes Phase 2
338 E South Temple STE B
Salt Lake City, UT 84111

TO CITY:

Millcreek
1330 East Chambers Ave
Millcreek, Utah 84106

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

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

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

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

14. **Default.**

14.1. Notice. If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide notice to the other Party.

14.2. Contents of the Notice of Default. The Notice of Default shall:

14.2.1 Specific Claim. Specify the claimed event of Default;

14.2.2 Applicable Provisions. Identify any applicable law, rule, regulation, or provision of this Agreement that is claimed to be in Default;

14.2.3 Materiality. Identify why the Default is claimed to be material; and

14.2.4 Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than

thirty (30) days duration.

15 **Meet and Confer.** Upon the issuance of a Notice of Default the Parties shall engage in a “Meet and Confer” processes.

16 **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, then the Parties may have the following remedies, except as specifically limited in paragraph 13:

16.2 Equity. All rights and remedies available in equity, including, but not limited to, injunctive relief and/or specific performance.

16.3 Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

16.4 Future Approvals. The City unilateral right to withhold all further reviews, approvals, inspections, licenses, building permits, certificates of occupancy and/or other permits for development of the Project in the case of a default by Developer.

17 **Emergency Defaults.** Anything in this Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of paragraph 16 without the notice requirements. The City shall give notice to the Developer of any public meeting at which an emergency default is to be considered and the Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

18. **Term of Agreement.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten years from its date of recordation in the official records of the Salt Lake County Recorder’s Office.

19.. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or

indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

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

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

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

23.. **Amendment.** This Agreement or the Project may not be modified, except by an instrument in writing signed by the parties hereto including the City Council.

24. **Clearly Established State Law.** Developer acknowledges and agrees that this Agreement does not restrict any of Developer's rights under clearly established state law as contempt in Utah Code Section 10-9a-523.

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

Millcreek

ATTEST:

Jeff Silvestrini, Mayor

Elyse Sullivan, City Recorder

CITY ACKNOWLEDGMENT

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

On the _____ day of _____, 2024, personally appeared before me
_____, who being by me duly sworn, did say that he is
the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was
signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me
that the City executed the same.

DEVELOPER

BV LOTUS CALLA HOMES PHASE 2, LLC,
an Idaho limited liability company municipality

LOTUS EQUITIES, LLC, a Utah limited liability company, its Operations Manager

BRW Advisors, LLC, a
Utah limited liability company, its Manager

By: Bryan R. Wrigley, Manager

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____ 2024, personally appeared before me Bryan R. Wrigley, Manager of BRW Advisors, LLC, a Utah limited liability company, which is the Manager of Lotus Equities, LLC, a Utah limited liability company, which is the Operations Manager of **BV Lotus Calla Homes Phase 2, LLC**, an Idaho limited liability company.

Notary Public

DEVELOPER

BV LOTUS CALLA HOMES PHASE 2, LLC,
an Idaho limited liability company municipality

By: BV Management Services, Inc., an Idaho
corporation, its Executive Manager

By:

Name:

STATE OF)
 :ss.
COUNTY OF)

On this ____ day of _____ 2024, personally appeared before me Cortney Liddiard,
President of BV Management Services, Inc., an Idaho corporation, which is the Executive
Manager of **BV Lotus Calla Homes Phase 2, LLC**, an Idaho limited liability company.

Notary Public

EXHIBIT A – PROPERTY LEGAL DESCRIPTION

2024-02-04

THIS LEGAL GENERALLY DESCRIBES ALL OF THAT CERTAIN PLAT MAP TITLED “CAMBRIDGE SQUARE PHASE 1”, RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, TOGETHER WITH TWO PARCELS ADJOINING THE EASTERLY SUBDIVISION LINE, AND LESS AND EXCEPTING A PARCEL WITHIN SAID SUBDIVISION ALONG THE SOUTHERLY BOUNDARY LINE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET; THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PLAT MAP TITLED “CAMBRIDGE SQUARE PHASE 1”, RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE NORTH 00°11'03" EAST 5.11 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 339.41 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°59'05" EAST 379.31 FEET ALONG THE NORTH SUBDIVISION LINE TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 00° 11' 03" WEST 38.00 FEET ALONG THE EASTERLY LINE OF SAID SUBDIVISION; THENCE DEPARTING SAID EASTERLY LINE NORTH 90° 00' 00" EAST 26.10 FEET; THENCE SOUTH 00° 00' 00" EAST 123.16 FEET; THENCE SOUTH 90° 00' 00" WEST 26.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID SUBDIVISION; THENCE ALONG SAID EASTERLY LINE SOUTH 00° 11' 03" WEST 33.34 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 90° 00' 00" EAST 4.00 FEET; THENCE SOUTH 00° 00' 00" EAST 127.94 FEET; THENCE SOUTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON THE EASTERLY LINE OF SAID SUBDIVISION; THENCE SOUTH 00° 11' 03" WEST 10.07 FEET ALONG SAID EASTERLY LINE; THENCE DEPARTING SAID EASTERLY LINE SOUTH 89° 59' 58" WEST 43.98 FEET TO A POINT ON A PROPOSED BACK OF CURB LINE; THENCE THE NEXT FOLLOWING TWENTY-THREE (23) CALLS ALONG SAID PROPOSED BACK OF CURB LINE; (1) SOUTH 00° 00' 02" EAST 9.52 FEET; (2) NORTH 89° 59' 10" WEST 41.46 FEET; (3) NORTH 45° 00' 02" WEST 4.30 FEET; (4) SOUTH 44° 59' 58" WEST 4.30 FEET; (5) SOUTH 89° 59' 58" WEST 37.91 FEET; (6) NORTH 45° 00' 02" WEST 4.30 FEET; (7) SOUTH 44° 59' 58" WEST 4.30 FEET; (8) SOUTH 89° 59' 58" WEST 37.91 FEET; (9) NORTH 45° 00' 02" WEST 4.30 FEET; (10) SOUTH 44° 59' 58" WEST 4.30 FEET; (11) SOUTH 89° 59' 58" WEST 37.91 FEET; (12) NORTH 45° 00' 02" WEST 4.30 FEET; (13) SOUTH 44° 59' 58" WEST 4.30 FEET; (14) SOUTH 89° 59' 58" WEST 37.91 FEET; (15) NORTH 45° 00' 02" WEST 4.30 FEET; (16) SOUTH 44° 59' 58" WEST 4.30 FEET; (17) SOUTH 89° 59' 58" WEST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 6.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; (19) 2.36 FEET ALONG SAID CURVE, HAVING A RADIUS OF 1.50 FEET WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING NORTH 45° 00' 02" WEST 2.12 FEET; (20) SOUTH 89° 59' 58" WEST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; (21) 7.44 FEET ALONG SAID CURVE, HAVING A RADIUS OF 14.50 FEET WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARING SOUTH 75° 18' 19" WEST 7.36 FEET TO A POINT OF REVERSE CURVE; (22) SOUTHWESTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 29° 23' 19" WEST) WITH A CENTRAL ANGLE OF 29°23'17" CHORD BEARS SOUTH 75°18'19" WEST 16.23 FEET; (23) SOUTH 89° 59' 58" WEST 44.10 FEET TO THE **POINT OF BEGINNING**.

**THE GROSS AREA FOR CALLA HOMES PHASE II AS ABOVE DESCRIBED CONTAINS
132,768 SQUARE FEET OR 3.048 ACRES.**

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections.

End of description.

EXHIBIT B – REZONE AREA

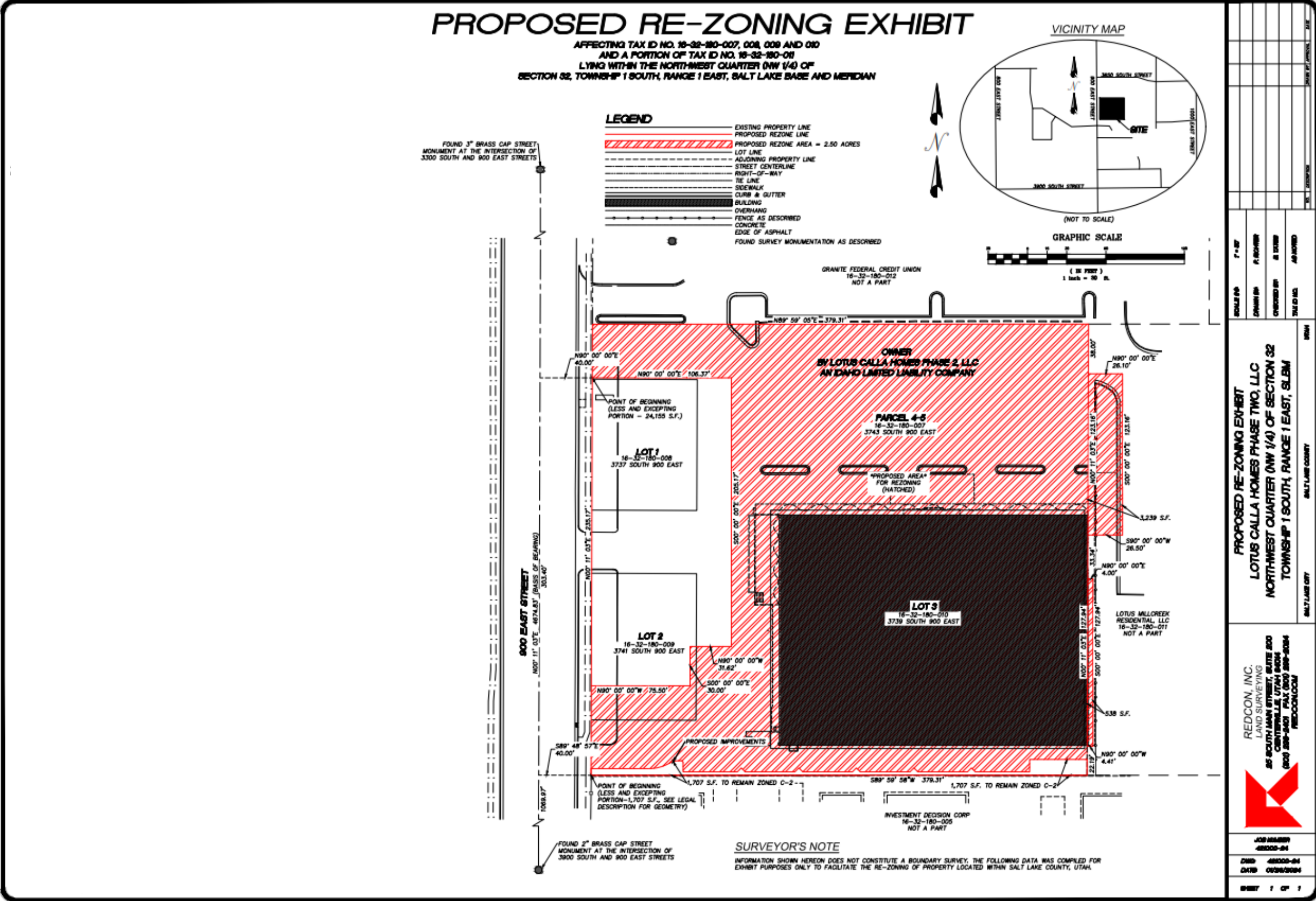


EXHIBIT B – LEGAL DESCRIPTION - REZONE AREA - CALLA PHASE 2

THE FOLLOWING DEFINES AN AREA FOR REZONING PURPOSES AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBERS 16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, AND 16-32-180-011 BEING SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3, 4, AND 5 PER THAT CERTAIN SPECIAL WARRANTY DEED, ENTRY NUMBER 13976574, BOOK 11351, PAGE 9332, RECORDED JUNE 28, 2022, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE,

TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 22.19 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 127.94 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 4.00 FEET; (3) SOUTH 00° 00' 00" EAST 127.94 FEET; (4) NORTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 538 SQUARE FEET OR 0.012 ACRE.

ALSO, TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED

EXHIBIT B – LEGAL DESCRIPTION - REZONE AREA - CALLA PHASE 2

“CAMBRIDGE SQUARE PHASE 1”, RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 183.47 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 123.16 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 26.10 FEET; (3) SOUTH 00° 00' 00" EAST 123.16 FEET; (4) SOUTH 90° 00' 00" WEST 26.50 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 3,239 SQUARE FEET OR 0.074 ACRE.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE NORTH 00°11'03" EAST 1373.37 FEET, THENCE DEPARTING SAID MONUMENT LINE NORTH 00°00'00" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST 106.37 FEET; THENCE SOUTH 00°00'00" EAST 205.17 FEET; THENCE NORTH 90°00'00" WEST 31.62 FEET; THENCE SOUTH 00°00'00" EAST 30.00 FEET; THENCE NORTH 90°00'00" WEST 75.50 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 235.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 24,155 S.F. OR 0.55 ACRE.

ALSO, LESS AND EXCEPTING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FROM CALLA HOMES PHASE II, TO CALLA HOMES PHASE I, SAID AREA BEING A PORTION THE COMMON AREA, CONTAINED WITHIN CAMBRIDGE SQUARE PHASE 1, COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET AND POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00° 11' 03" EAST 5.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89° 59' 58" EAST 44.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE NORTHEASTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 00° 00' 02" WEST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 16.23 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 7.44 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 14.50 FEET (RADIUS BEARS SOUTH 29° 23' 19" EAST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 7.36 FEET; THENCE NORTH 89° 59' 58" EAST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE 2.36 FEET ALONG SAID CURVE WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING SOUTH 45° 00' 02" EAST 2.12 FEET; THENCE THE FOLLOWING NINETEEN (19) COURSES (1) SOUTH 00° 00' 02" EAST 6.99 FEET; (2) NORTH 89° 59' 58" EAST 41.46 FEET (3) NORTH 44° 59' 58" EAST 4.30 FEET; (4) SOUTH 45° 00' 02" EAST 4.30 FEET; (5)

EXHIBIT B – LEGAL DESCRIPTION - REZONE AREA - CALLA PHASE 2

NORTH 89° 59' 58" EAST 37.91 FEET; (6) NORTH 44° 59' 58" EAST 4.30 FEET; (7) SOUTH 45° 00' 02" EAST 4.30 FEET; (8) NORTH 89° 59' 58" EAST 37.91 FEET (9) NORTH 44° 59' 58" EAST 4.30 FEET; (10) SOUTH 45° 00' 02" EAST 4.30 FEET; (11) NORTH 89° 59' 58" EAST 37.91 FEET (12) NORTH 44° 59' 58" EAST 4.30 FEET; (13) SOUTH 45° 00' 02" EAST 4.30 FEET; (14) NORTH 89° 59' 58" EAST 37.91 FEET (15) NORTH 44° 59' 58" EAST 4.30 FEET; (16) SOUTH 45° 00' 02" EAST 4.30 FEET; (17) SOUTH 89° 59' 10" EAST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 9.52 FEET; (19) NORTH 89° 59' 58" EAST 43.98 FEET TO A POINT ON THE EAST SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE SOUTH 00° 11' 03" WEST 12.11 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE SOUTH SUBDIVISION LINE SOUTH 89° 59' 58" WEST 379.31 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED CONTAINS 1,707 SQUARE FEET OR 0.039 ACRE.

THE ABOVE DESCRIBED FOR RE-ZONING PURPOSES CONTAINS 2.50 ACRES.

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections. End of description.

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

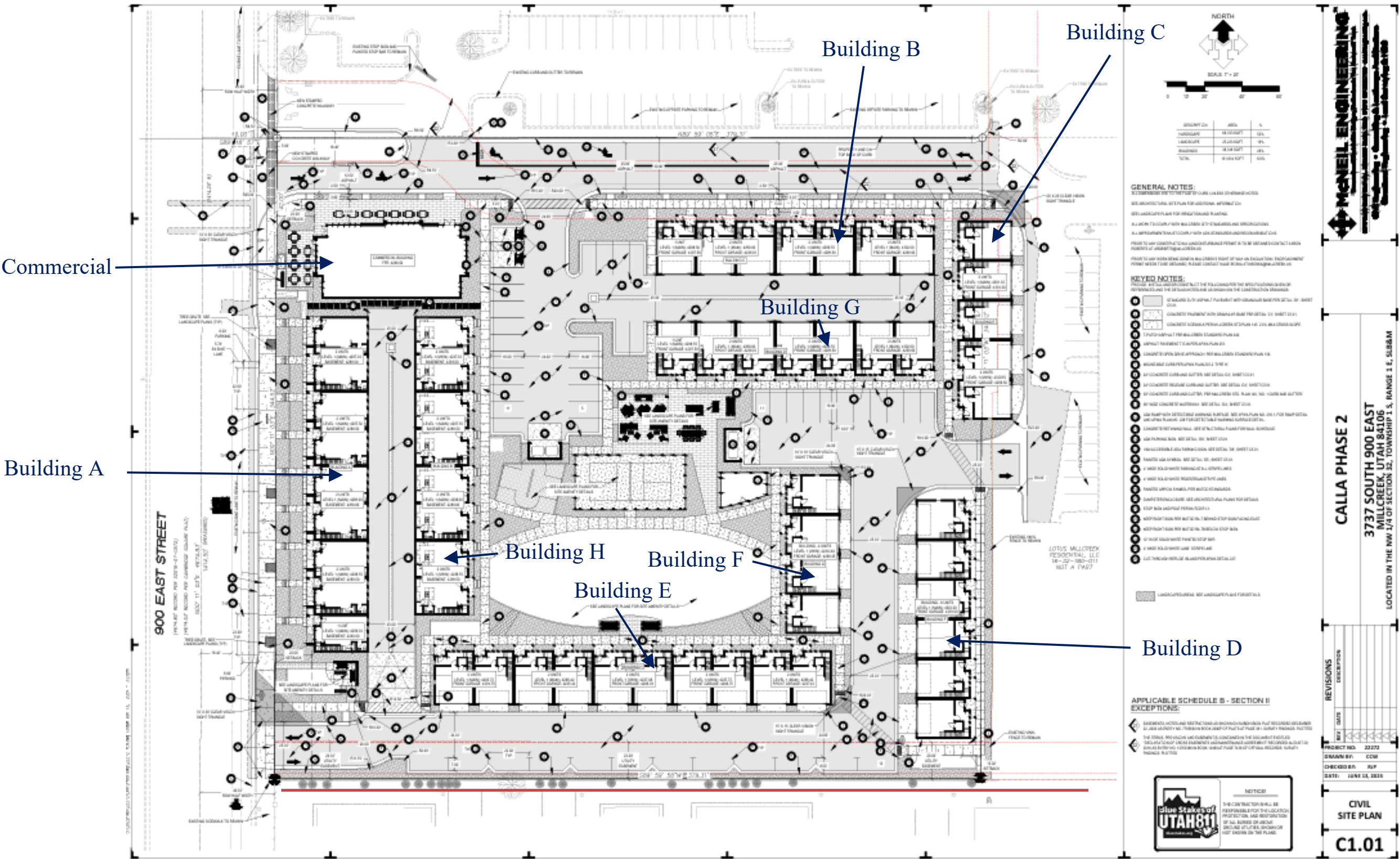


EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

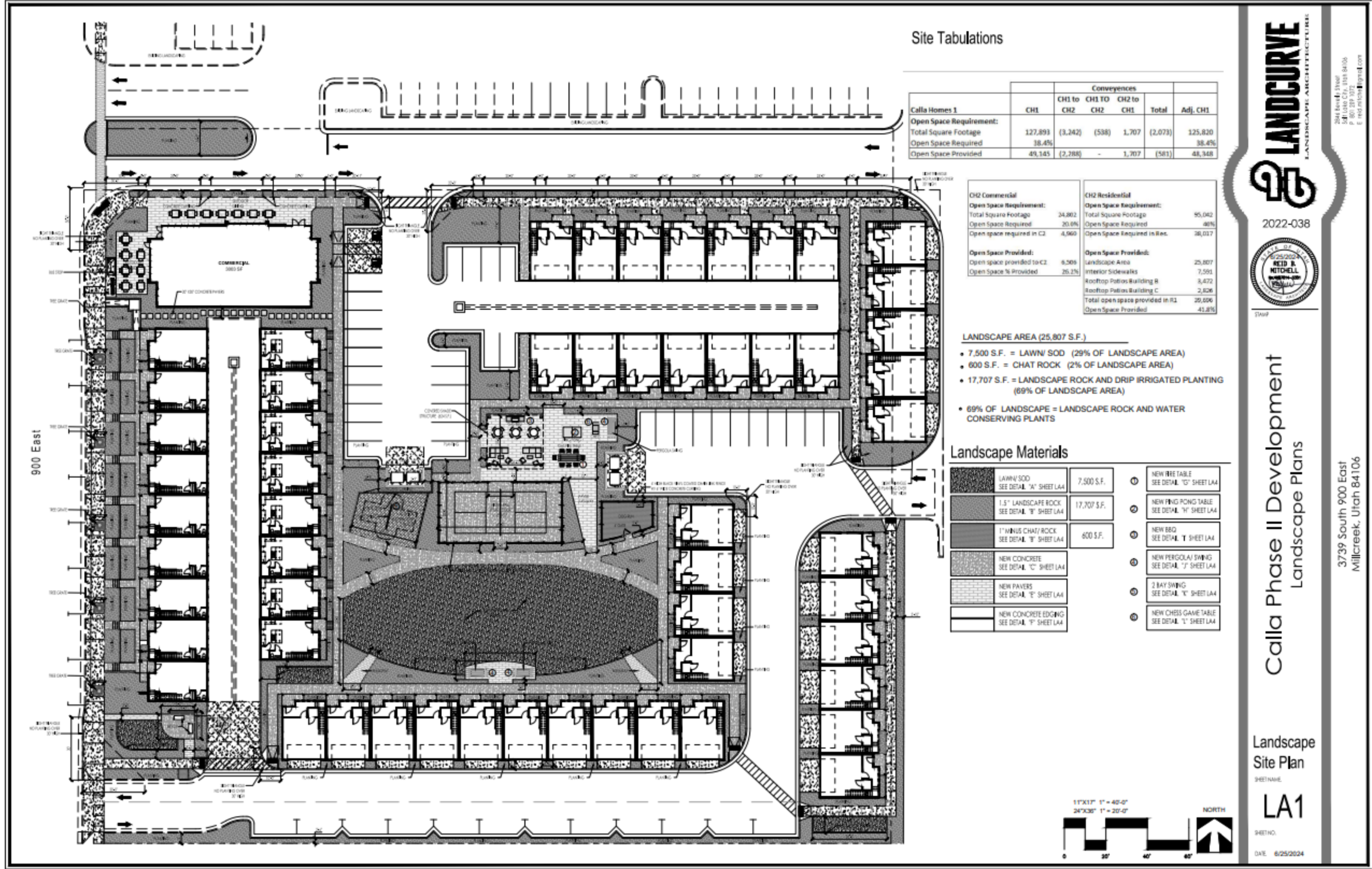


EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

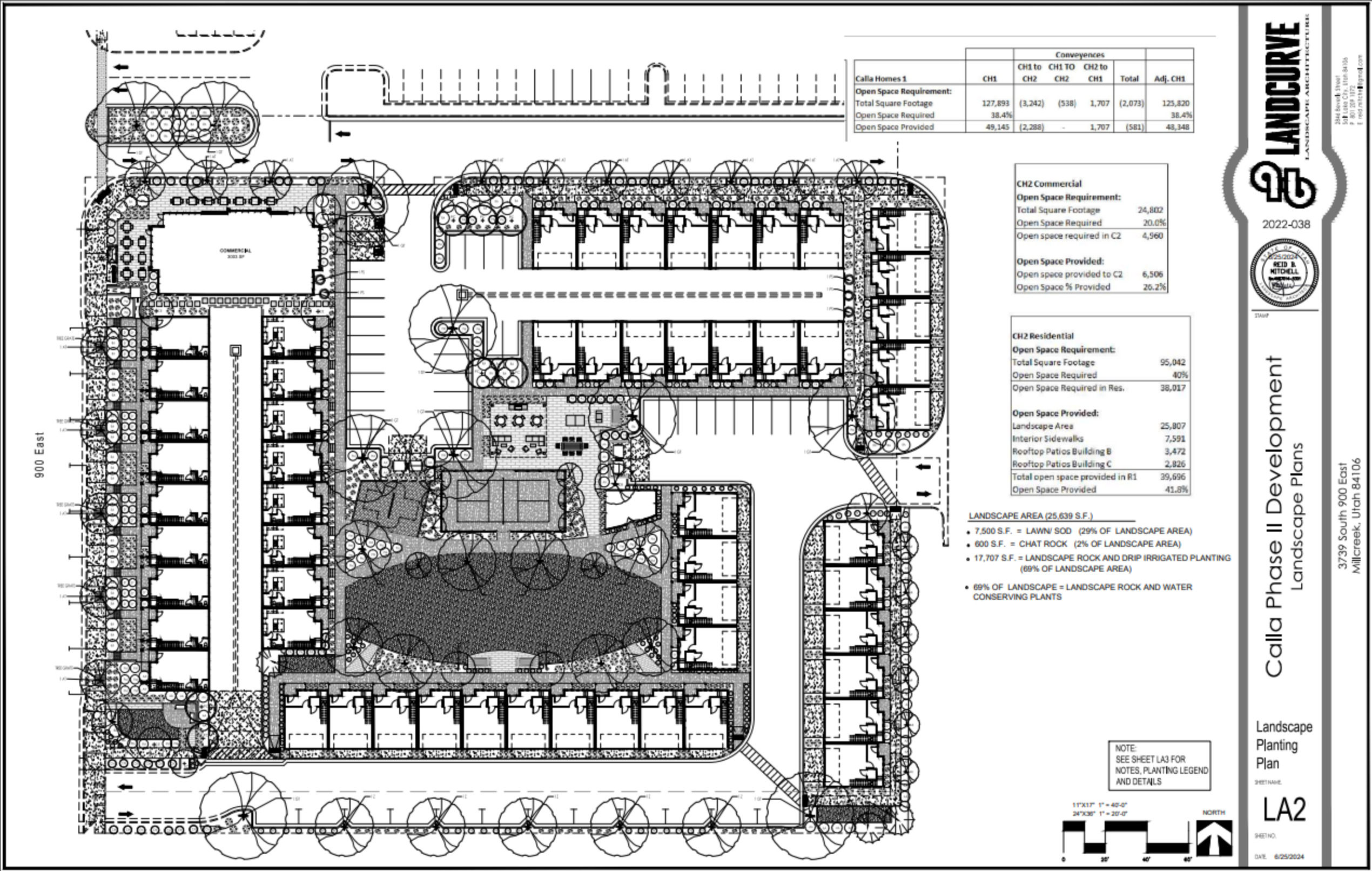
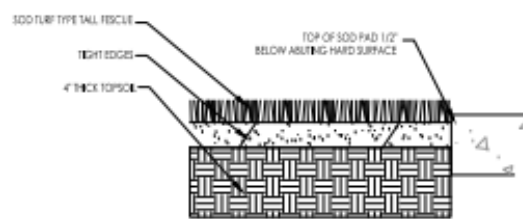
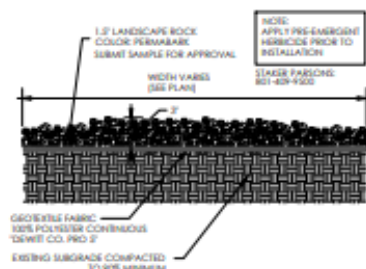


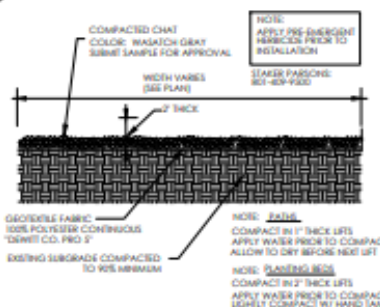
EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



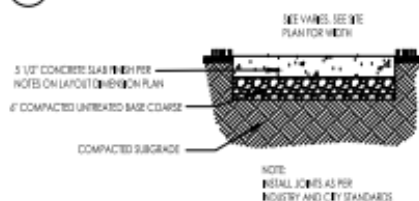
A LAWN/ SOD DETAIL



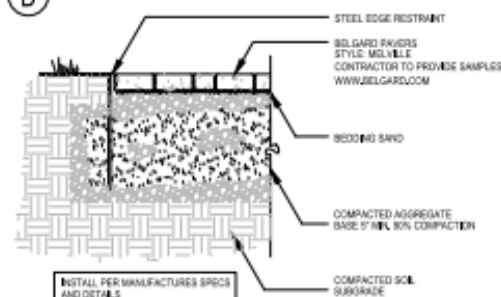
B 1.5" LANDSCAPE ROCK (PLANTING AREAS)



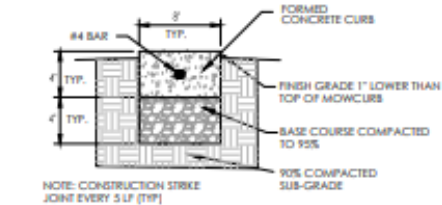
C CHAT/ ROCK GARDEN AREA



D CONCRETE PAVEMENT



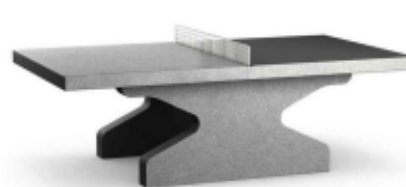
E CONCRETE PAVERS



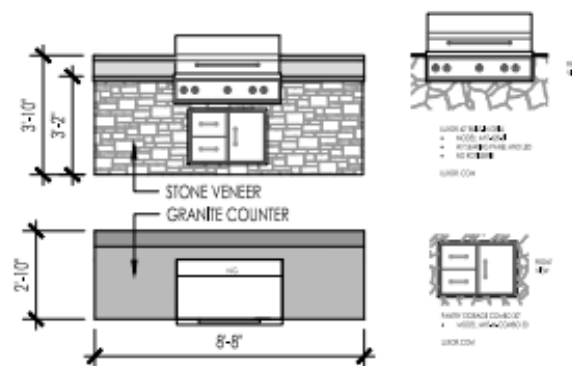
F CONCRETE EDGING



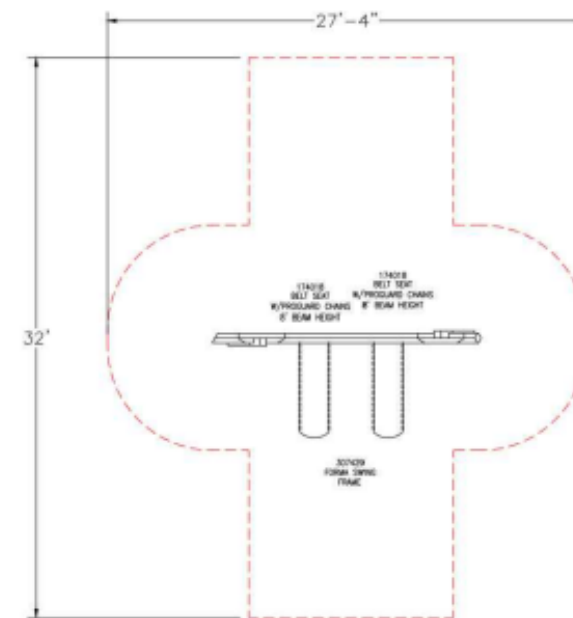
G GAS FIRE TABLE



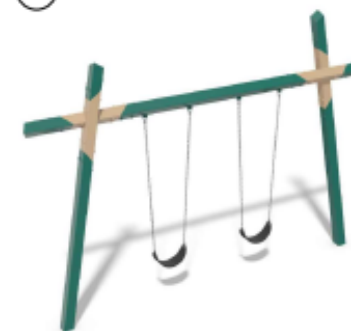
H CONCRETE PING PONG TABLE



I BUILT IN BBQ AREA



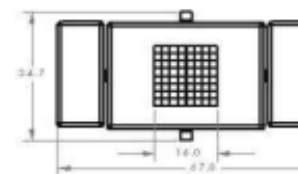
K 2 BAY SWING



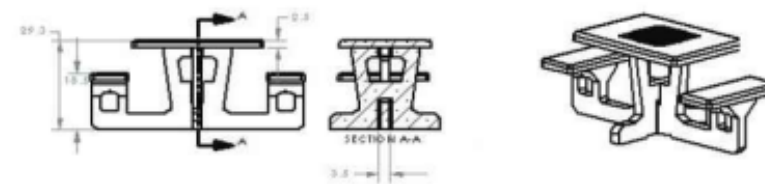
K 2 BAY SWING



J PERGOLA AND SWING



L CONCRETE OUTDOOR CHESS TABLE



2022-038



Stamp

Calla Phase II Development
Landscape Plans

Landscape/
Site Details

SHEET NAME

LA4

SHEET NO.

DATE: 6/25/2024

2044 Beverly Street
Salt Lake City, Utah 84105
P: 801.467.1111
F: 801.467.1112

3739 South 900 East
Millcreek, Utah 84106

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



2022-038



Calla Phase II Development
Landscape Plans

Pavilion
Options

SHEET NAME

LA7

SHEET NO.

DATE: 1/23/2024

3844 East 1st Street
Salt Lake City, Utah 84106
P: 801.291.1072
E: reid@landcurve.com

3739 South 900 East
Millcreek, Utah 84106

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

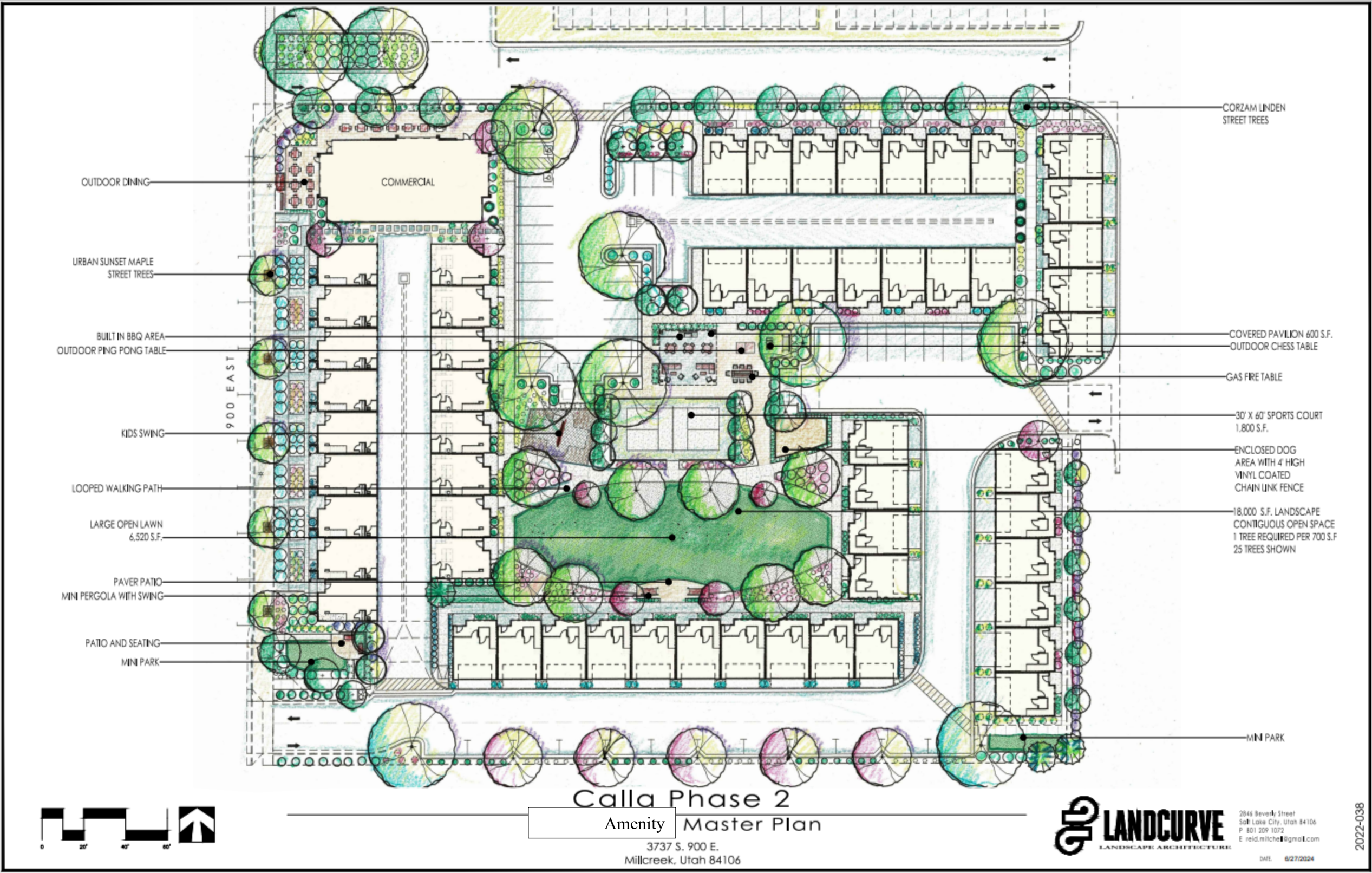


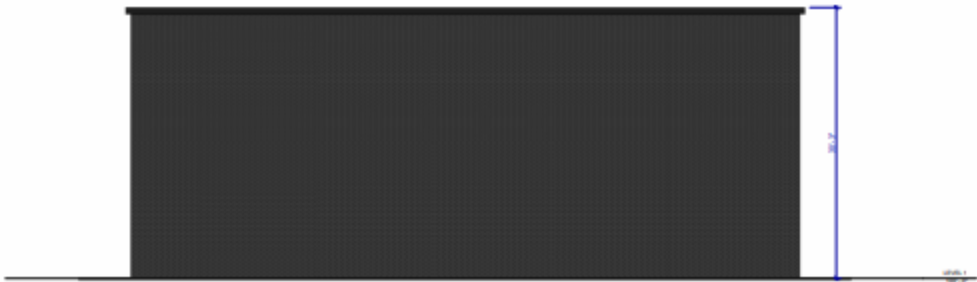
EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



5. CONCEPTUAL BUILDING PERSPECTIVE



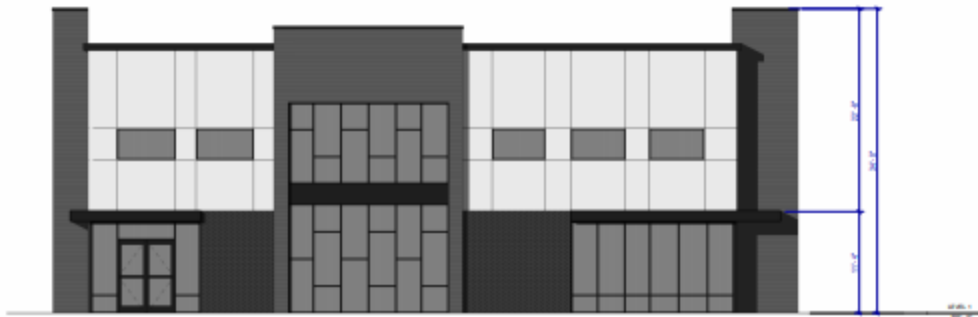
4. WEST ELEVATION



3. EAST ELEVATION



2. NORTH ELEVATION



1. SOUTH ELEVATION

MATERIAL LEGEND

BRICK	CONCRETE	CLAY TILE	SLATE

COMMERCIAL BUILDING MATERIALS

MATERIAL NAME	SP	%
PERFORATED CONCRETE PANEL - BLACK	121.3 SF	25%
CAP BLOCK - LIGHT	121.3 SF	25%
CLAY TILE - WHITE	121.3 SF	25%
TRAVERTINE - BLACK	242.6 SF	50%

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

BRICK	STONE	SMOOTH WHITE	VERTICAL SLATS	DARK GREY

BLDG. A MATERIALS - FRONT

MATERIAL NAME	SP	%
PERFORATED FABRIC - BLACK	2013 SP	8%
CLIP SLAT - SLANT - WHITE	1718 SP	4%
STUCCO - WHITE	1384 SP	15%
TRUSS BRICK - BLACK	2888 SP	42%
TRUSS BRICK - TAN	2111 SP	31%

MILLCREEK TOWNHOMES

BLDG. A ELEVATIONS

A1

1301N 88E W. KANSASVILLE, UT 84050

JUNE 26, 2024



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

WOOD SLAT	WOOD SLAT	WOOD SLAT	WOOD SLAT	WOOD SLAT

BLDG. B MATERIALS - FRONT

ITEM	QTY	UNIT
WOOD SLAT - 4x8	120.0	LF
WOOD SLAT - 4x6	120.0	LF
WOOD SLAT - 4x4	120.0	LF
WOOD SLAT - 4x2	120.0	LF
WOOD SLAT - 4x1	120.0	LF
WOOD SLAT - 4x0.5	120.0	LF

MILLCREEK TOWNHOMES

BLDG. ELEVATIONS

A2



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

STONE	BRICK	STUCCO	WOOD GRAIN	PAINT

BLDG. C MATERIALS - FRONT

MATERIAL NAME	SP	%
TRIPLEX CEMENT FIBER - BLACK	300.0 SP	10%
CAPSTONE - SUMMIT WHITE	270.0 SP	3%
STONE - LIGHT GRAY	100.0 SP	4%
STUCCO - WHITE	180.0 SP	12%
TRIPLEX BRICK - BLACK	100.0 SP	10%
TRIPLEX BRICK - TAN	100.0 SP	10%

MILLCREEK TOWNHOMES

BLDG. C ELEVATIONS

A3

100% MAX IN, KANSASVILLE, UT BASS

JUNE 26, 2024



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

Fiber Cement Panel - Black	Fiber Cement Panel - Light Gray	Fiber Cement Panel - White	Fiber Cement Panel - Dark Gray	Fiber Cement Panel - Medium Gray

BLDG. D MATERIALS - FRONT

MATERIAL NAME	SP	%
Fiber Cement Panel - Black	2000.0 SP	25%
Fiber Cement Panel - Light Gray	2000.0 SP	25%
Fiber Cement Panel - White	2000.0 SP	25%
Fiber Cement Panel - Dark Gray	2000.0 SP	25%
Fiber Cement Panel - Medium Gray	2000.0 SP	25%

MILLCREEK TOWNHOMES

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

STONE	BRICK	CONCRETE	WOOD	PAINT
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BLDG. E MATERIALS - FRONT

MATERIAL NAME	SF	%
TRUFF CEMENT FINISH - BLACK	321.4 SF	45%
LAP SIDING - SUMMER WHITE	261.1 SF	35%
STONE - LIGHT GRAY	215.6 SF	29%
SYNCHRO - WHITE	188.1 SF	25%
TRUFFSTONE - BLACK	410.7 SF	55%
TRUFFSTONE - TAN	260.7 SF	35%

MILLCREEK TOWNHOMES

BLDG. E ELEVATIONS

A5

132 N 4000 RD, KAPPAHULE, UT 84038

JUNE 20, 2024



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



BLDG. F MATERIALS - FRONT

MATERIAL NAME	SP	%
LAPP STONE - LIGHT GRAY	100	10%
STONE - LIGHT GRAY	100	10%
STONE - WHITE	100	10%
STONE - BLACK	100	10%

MILLCREEK TOWNHOMES

BLDG. F ELEVATIONS

A6



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

STONE - LIGHT GRAY	STONE - DARK GRAY	STONE - WHITE	STONE - LIGHT GRAY	STONE - DARK GRAY
--------------------	-------------------	---------------	--------------------	-------------------

BLDG. G MATERIALS - FRONT

MATERIAL NAME	SP	%
STONE - LIGHT GRAY	251.7 SF	7%
STONE - DARK GRAY	14.1 SF	0%
STONE - WHITE	211.1 SF	7%
STONE - LIGHT GRAY	100.4 SF	3%
STONE - DARK GRAY	100.4 SF	3%
STONE - WHITE	100.4 SF	3%

MILLCREEK TOWNHOMES

BLDG. G ELEVATIONS

A7



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MATERIAL LEGEND

BRICK	STONE	CONCRETE	WOOD	METAL

BLDG. H MATERIALS - FRONT

MATERIAL NAME	QTY	%
PERFORATED PANEL - BLACK	110.0 SF	3%
1.5" BRICK - RED/WHITE WOOD	107.0 SF	3%
WOOD - WHITE	100.0 SF	3%
PERFORATED - BLACK	100.0 SF	3%
PERFORATED - WHITE	100.0 SF	3%

MILLCREEK TOWNHOMES

BLDG. H ELEVATIONS

AS





A

Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106

LANDCURVE
LANDSCAPE ARCHITECTURE
2846 S. 900 E. Street
Salt Lake City, Utah 84106
P: 801.209.1872
E: reid.mitchell@gmail.com
DATE: 5/3/2023

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



B

Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106

LANDCURVE
LANDSCAPE ARCHITECTURE
2844 Beverly Street
Salt Lake City, Utah 84106
P: 801.209.1872
E: reid.mitchell@gmail.com
DATE: 5/3/2023

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



C

Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106



2846 Beverly Street
Salt Lake City, Utah 84106
P. 801.209.1872
E. reid.mitchell@gmail.com
DATE: 5/3/2022

2022-038



Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106

LANDCURVE
LANDSCAPE ARCHITECTURE
2846 Beverly Street
Salt Lake City, Utah 84106
P: 801.309.1872
E: reid.mitchell@gmail.com
DATE: 5/3/2023

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106



2846 Beverly Street
Salt Lake City, Utah 84106
P: 801.209.1872
E: reid.mitchell@gmail.com
DATE: 5/3/2023

2022-038

F

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

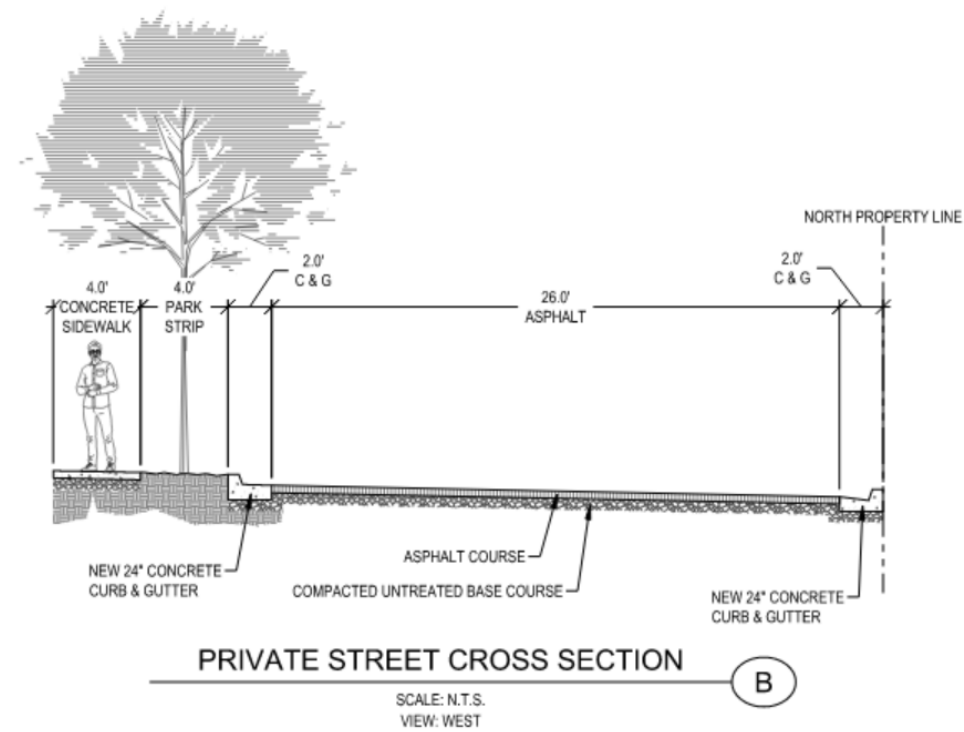
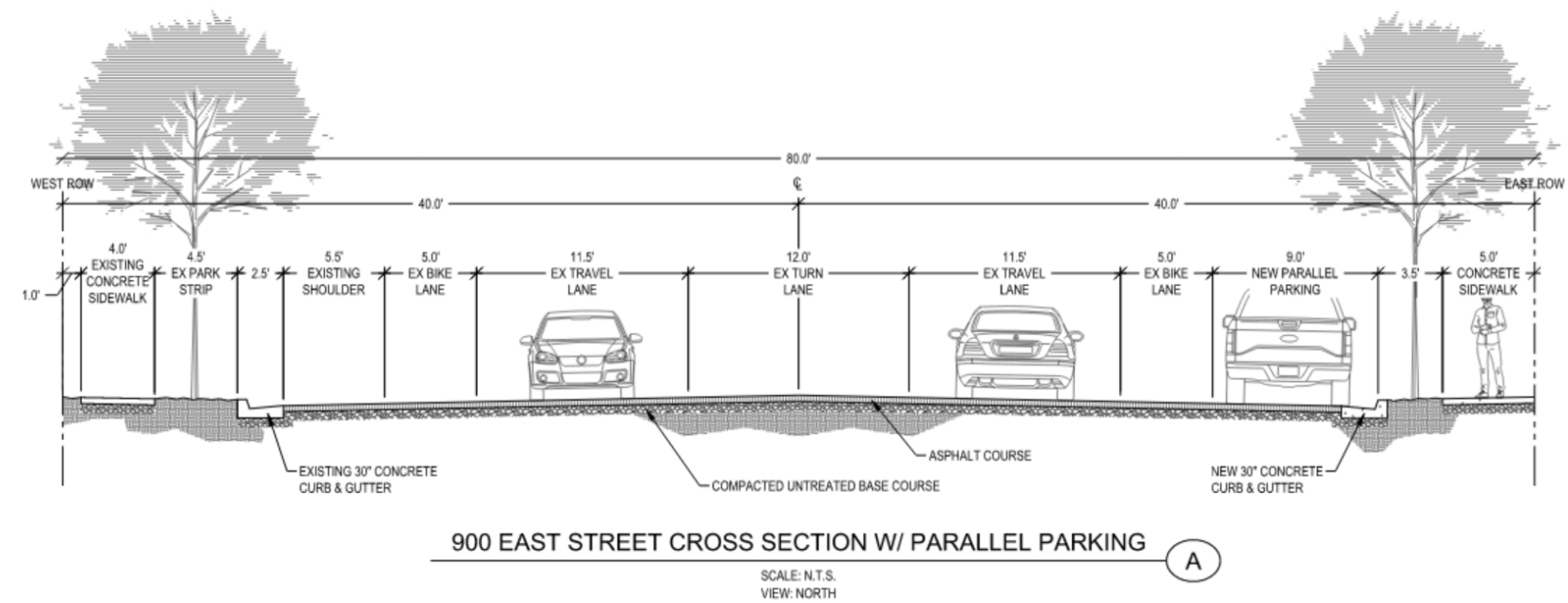


EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

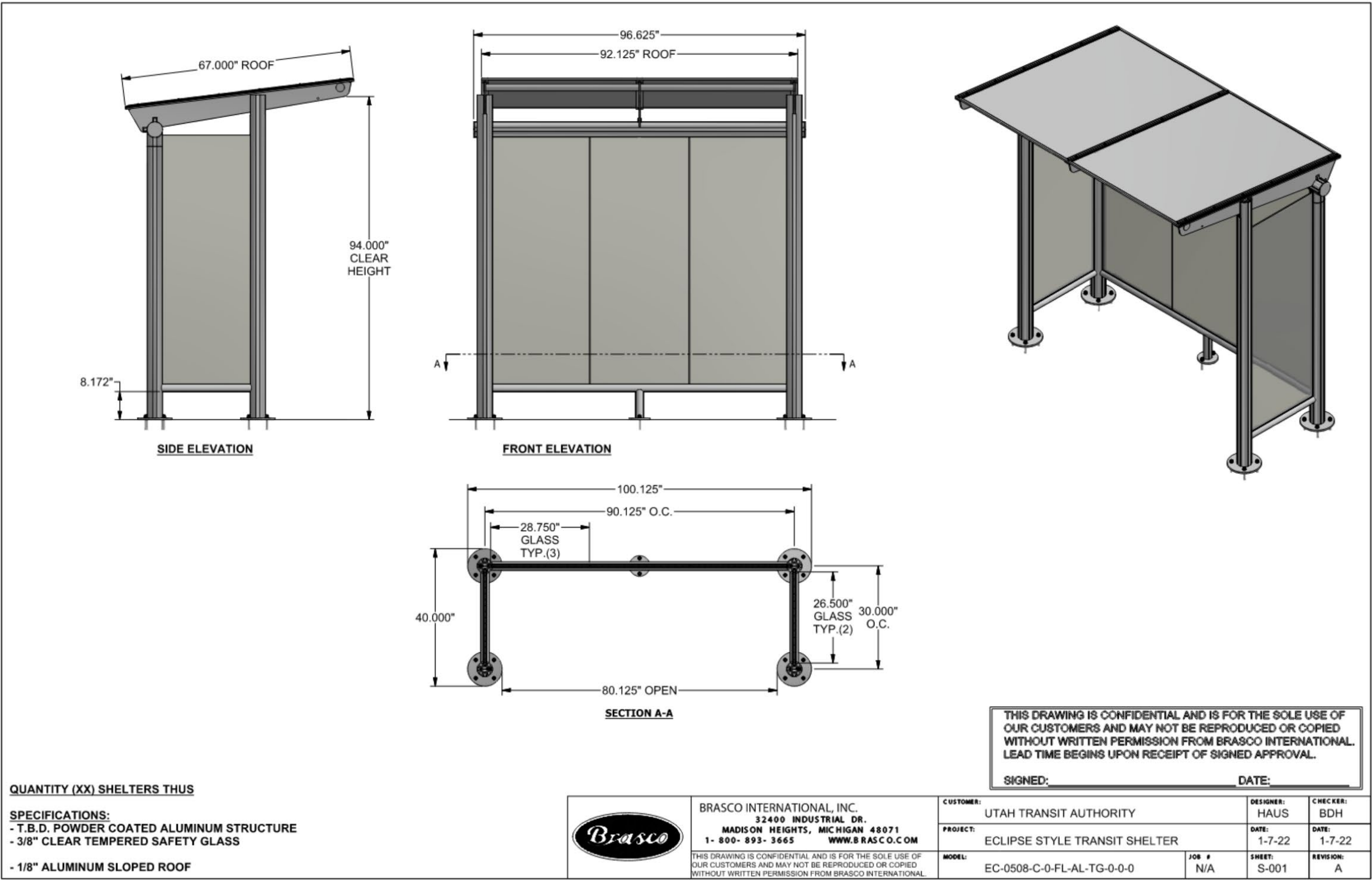


EXHIBIT D
DESIGN CRITERIA

1. **Uses.** Uses shall be limited to the following commercial and residential uses:
 - A. Commercial Uses - A minimum 3,000 square feet of floor area shall be allocated and used as a Restaurant use, as defined by MKZ 19.04.460
 - B. Nine Residential Dwelling Units shall be Live/Work Units. Each Live/Work Unit shall include a minimum of 400 square feet of commercial office space per unit, which shall be located on the ground level abutting 900 East. The commercial portion the live/work unit shall be limited to the following uses:
 - 1) Professional Services - commercial establishments primarily engaged in providing professional work to individuals or businesses in fields (e.g., advertising, legal, insurance, real estate, finances, accounting, architecture, and engineering) and,
 - 2) Personal Services - commercial establishments primarily engaged in providing services of a personal nature, (e.g., Beauty and barber shops, clothing rental and tailoring, massage therapy, portrait and photography, tanning salon, tattoo parlor.)
 - 3) Retail Sales – commercial establishments primarily engaged in the sale of goods pertaining to a service based primary purpose, (e.g., beauty & barber products, art studio sales, training facilities, custom goods, etc.)
 - C. Residential Uses - shall be limited to Live/Work units and one, two, and three-bedroom Residential Dwelling units. The development shall contain between 55 and 65 Residential Dwelling Units as depicted within **Exhibit “C”**.
2. **Building Orientation.** All residential units shall be oriented towards and have directed pedestrian access onto either a street or open space area as shown in **Exhibit “C”**.
3. **Ownership.**
 - A. Prior to City issuing a final Site Plan/Conditional Use Permit approval, the Developer shall obtain preliminary subdivision approval from the Planning Commission.
 - B. The Developer shall record a final subdivision plat within one year from the date of Site Plan/Conditional Use Permit approval, for the purpose of creating individual ownership for all units located within the portion of the Project, zoned as Commercial C-2.
4. **Access and Parking.**
 - A. Ingress and egress access for the Project shall be as depicted in **Exhibit “C”**.
 - B. The north access shall be installed near the north property line, providing connectivity between 900 East and other adjoining properties to the east of the Project and shall be designed to the City’s standards for a local street as adopted in the Transportation Master Plan, and as shown on **Exhibit “C”**.
 - C. Tandem parking spaces are prohibited.
 - D. Minimum 2-car garage per unit.

**EXHIBIT D
DESIGN CRITERIA**

- E. The Developer shall install parallel parking along 900 East, by widening the right of way and installing improvements, (e.g., curb, gutter, park strip, sidewalk, asphalt) as recommended by the City Engineer, and as approved by the Planning Commission, so as to provide on-street parking in proximity to the live/work units as shown on **Exhibit “C”**.
 - F. Restaurant parking shall be located within one hundred seventy-five linear feet of the main entrance of the Restaurant and shall be designated with the appropriate signage and pedestrian access.
 - G. Commercial and Restaurant parking spaces may only be used by residents and guests of the Residential Dwelling Units during non-business hours (between 10pm and 7am) and shall be signed and managed accordingly.
 - H. The Developer shall file any necessary applications with UTA and prep the site so that UTA can provide an enclosed bus stop shelter located adjacent to 900 East, as depicted in **Exhibit C**.
5. **Amenities.** Amenities shall be as depicted in **Exhibit C** and as described per the following:
- A. The Project shall include a minimum 18,000 square foot contiguous centralized open spaces area designed for recreational uses.
 - B. The Project shall include a minimum 500 square foot pavilion, gazebo, trellis, or equivalent covered amenity structure with outdoor furniture, tables, two pergola swings, and barbeque/cooking facilities.
 - C. The Project shall include a minimum of 1,600 sqft. sports court designed for pickleball, etc.
 - D. The Project shall include a minimum five-foot-wide perimeter walking path and a landscaped neighborhood pocket park with seating located along 900 East.
6. **Landscaping.** Landscaping shall be as depicted within **Exhibit C** and shall more specifically include the following:
- A. A shared open space and amenity easement shall be recorded over all private sidewalk and landscape areas for the collective use of open space for all tenants.
 - B. All deciduous trees shall be a minimum of 2” caliper and non-deciduous (evergreen) trees shall be minimum six foot tall at installation. All areas not designated specifically as lawn shall be xeriscape with bark or rock mulch and contain 75% perennial live plant material.
 - C. Contiguous open space areas shall be landscaped with sod and shade trees at a ratio of 1 tree per 700 S.F. of landscape area.
 - D. The area between 900 East and the building façade shall be improved as a plaza area containing ground level and elevated planters permanent seating as depicted in Exhibit C.
 - E. Developer shall plant deciduous street trees along 900 East and along the North Access drive at 30 to 40 foot spacing as depicted in Exhibit C.
 - F. Parking areas shall contain one shade tree at the end of each parking row, one shade

EXHIBIT D
DESIGN CRITERIA

tree for every third perpendicular parking stall, and one shade tree for every other parallel parking stall.

7. **Architecture** - Building architecture shall be as depicted within **Exhibit C** and shall include the following:

A. Commercial and Live/Work Unit building with facades abutting 900 East shall include:

- 1) The restaurant shall include outdoor patio areas with seating on both the north and west sides of the building. The patio areas shall include large awnings and/or pergola shade structures.
- 2) Live/Work Units shall have direct pedestrian access onto 900 East.
- 3) Expansive windows or glazing comprising of no less than 50% of the ground level street facing facades and no less than 30% of each story above ground level on the street-facing façades.
- 4) Architectural awnings and balconies facing street facades (with semi-obscured railings) as recommended by staff and as approved by the Planning Commission.
- 5) Vertical and horizontal reliefs and design elements as recommended by the Planning Director and as approved by the Planning Commission.
- 6) Stucco, if used, shall be limited to no more than 20% of building facades. All other façade features, elements, and requirements including but not limited to brick, stone, wood, prefinished panel, and composite materials shall comply with the C-2 Design Standards.
- 7) All exterior building finishes shall be high quality, durable, low maintenance materials (e.g., brick, stone, composite, metal, limited stucco) as recommended by the Planning Director and approved by the Planning Commission.

B. Non-commercial and non-live/work units shall include the following:

- 1) All residential units shall have a private outdoor space in the form of a balcony and/or patio with a minimum of 60 square feet with a minimum 5-foot depth.
- 2) All building facades facing public or common open spaces, shall have equal treatment and shall include a minimum 50% brick, stone, wood, prefinished panel, composite materials or other materials of similar quality, hardness, and low maintenance characteristics excluding windows and doors. Stucco, if used, shall be limited to no more than 20% of building facades.
- 3) Each building shall include:
 - i. Change in height at the top of the building by at least 10 feet for every 30 feet of façade length where abutting a street, applies to Building A, Building B, and the commercial building.
 - ii. All other building facades facing shall have a change in height at the top of the building by at least 5 feet for every 30 feet of façade length, and no articulation shall be required on the back of buildings where facades are abutting an alley.
 - iii. Changes in materials, color, texture, or pattern for greater than 50% of the

EXHIBIT D
DESIGN CRITERIA

building facade.

- iv. Indentations/recesses at least 2 feet in depth along the street facing facades at 22-foot intervals.
- v. Unless required as a step back, roof-top terraces, as applicable, shall be at least 10 feet in depth along the street facing facades. Usable terraces must provide either private or common leisure space.

8. Streetlights.

- A. Streetlights shall be installed along the street right of way, per city standards, as recommended by the City Engineer.

9. Utilities. All new utilities shall be relocated underground excluding the existing utilities along the south property line.

The following language shall be included in a declaration of covenants, conditions, and restrictions to be recorded by Developer against the Property, provided that it shall be applicable only to the Owner-Occupied Units:

1. Except as set forth herein, each of the Owner-Occupied Units is intended to be Owner occupied, including occupancy by such Owner's immediate family members (including parents, siblings, children and grandchildren of the Owner), as well as unrelated persons so long as such Owner remains in occupancy.
2. The foregoing restriction shall not apply, however, to:
 - a. Any Owner-Occupied Unit owned by a person who has ceased occupying such Unit due to military service for the period of the Owner's deployment;
 - b. To any Owner-Occupied Unit occupied by an Owner's parent, child or sibling;
 - c. An Owner whose employer has relocated the Owner for two (2) years or less;
 - d. An Owner-Occupied Unit owned by an entity that is occupied by an individual who:
 - i. has voting rights under the entity's organizing documents; and
 - ii. has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
 - e. An Owner-Occupied Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
 - i. a current resident of the unit; or
 - ii. the parent, child, or sibling of the current resident of the unit;

MILLCREEK, UTAH
RESOLUTION NO. 24-16

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR FUNDING
PURSUANT TO THE TOURISM, RECREATION, CULTURAL, CONVENTION, AND
AIRPORT FACILITIES (“TRCC FUNDS”)**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on July 8, 2024, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for funding pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities (“TRCC Funds”); and

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

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

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Interlocal Cooperative Agreement with Salt Lake County for funding pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities (“TRCC Funds”); and

WHEREAS, a Interlocal Cooperative Agreement with Salt Lake County for funding pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities (“TRCC Funds”) has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

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

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

This Resolution assigned No. 24-16, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 8th day of July 2024.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

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

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

MILLCREEK

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **MILLCREEK**, a municipal corporation of the State of Utah (“City”). County and City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in City’s application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Master Arts and Culture Plan (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

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

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse up to **Seventy-Five Thousand Dollars (\$75,000.00)** to City from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. City acknowledges that the TRCC Funds provided to City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **June 30, 2026**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall

make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **June 30, 2026**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **September 30, 2026**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

F. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2024, December 31, 2025 and September 30, 2026**.

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

H. Public Funds and Public Monies:

(i) City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in City's possession.

(ii) City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds

available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or

persons for the County and City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon City’s full expenditure of the TRCC Funds received under this Agreement and upon City’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City’s obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

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

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

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

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

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

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

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

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

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

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

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

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

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

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.

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

(a) Withhold further contributions of TRCC Funds to City; and/or

(b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to City and have been expended by City for the purposes set forth by this Agreement.

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

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

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

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

O. Amendments. This Agreement may be amended, enlarged, modified, or altered

only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

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

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

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

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

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2024

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2024

Reviewed and Advised as to Form and Legality:

Craig J.
Wangsgard
By _____
Senior Deputy District Attorney

Digitally signed by
Craig J. Wangsgard
Date: 2024.03.08
12:54:44 -07'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

MILLCREEK

By _____

Name: _____

Title: _____

Dated: _____, 2024

Attest:

_____, City Recorder
Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2024

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2023 Support Program Application (2024 County budget)

Deadline: 6/16/2023

Millcreek
Millcreek Master Arts and Culture Plan

Jump to: [Application Questions](#) [Documents](#)

\$ 75,000.00 Requested

Submitted: 6/9/2023 7:17:55 AM (Pacific)

Project Contact

Josie Showalter

jshowalter@millcreek.us

Tel: 8012142761

Additional Contacts

none entered

Millcreek

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Millcreek 84106
United States

Telephone 8012142700
Fax
Web millcreek.us

Mayor

Jeff Silvestrini

jsilvestrini@millcreek.us

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Please select your support program category:

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- ☐ TOUR - Tourism Project Support
- ☐ PRT - Parks, Recreation and Trails Support
- ☒ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

2. Please list the project address if it is different than your business address. If the addresses are the same, then write "n/a".

N/A

3. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.

Since its official formation as a new City on December 28, 2016, Millcreek has been committed to providing essential municipal services such as public safety, road maintenance, zoning regulations, and more, to enhance the quality of life for its residents. Additionally, the city has prioritized economic development and urban planning to create a thriving and engaged community with a focus on arts, culture, and education as integral components of the local economy.

The Millcreek General Plan, developed in collaboration with community stakeholders and city personnel, identifies four core principles to achieving its Enriched Culture goal: Innovation, Enriched Culture, Community Events, and Art Displays. Millcreek

has witnessed a significant surge in interest in contemporary art forms and expressions over the past five years. Embracing this enthusiasm, the city and its residents have actively participated in public art initiatives, including the creation of murals, to enrich the visual appeal and cultural vibrancy of the community.

Despite being a newly incorporated city, Millcreek has a long-standing history as a community since the 1850s and a deep-rooted appreciation for the arts. Numerous artists and arts organizations have made Millcreek their home. The city collaborates closely with the Millcreek Arts Council and Venture Out! to promote arts and culture within its boundaries, providing financial support to both organizations.

The Millcreek Arts Council is a community organization devoted to supporting and promoting the arts within the city. Through organizing events, exhibitions, and workshops, the council highlights local artists and offers opportunities for artistic engagement. Venture Out! a 501(c)(3) tax-exempt organization established in 2011, focuses on promoting outdoor recreational activities in Utah while integrating art, culture, design, and the outdoors to strengthen communities. Their Friday night festivals, movie nights, live concerts, dance performances, art exhibits, live art, and farm-to-table dinners with local food vendors attract a diverse audience of over 20,000 Millcreek residents each year, representing various socio-economic and racial/ethnic backgrounds.

At the heart of Millcreek's ongoing redevelopment efforts lies Millcreek Common, a signature public space that will serve as the city's downtown and central gathering place. Millcreek Common is poised to become the cultural hub and focal point of Millcreek's community life, encapsulating the city's commitment to an Enriched Culture. With its establishment, Millcreek envisions a vibrant and inclusive space that strengthens the sense of community, fosters artistic expression, and offers a platform for cultural events and activities that engage and inspire residents and visitors alike.

4. Please provide us with your project summary.

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

Millcreek is embarking on its inaugural Arts and Culture Master Plan, a two-year initiative developed in collaboration with Venture Out! an arts-planning consultant, the local arts community, and residents. The plan aims to create a city-wide foundation for a robust, sustainable, equitable, and thriving arts community. It will be rooted in extensive community engagement, providing a clear and holistic vision and roadmap for arts in Millcreek that aligns with diverse cultural perspectives and the city's values and priorities. The plan positions arts and culture as catalysts for broader social, physical, and economic development efforts.

The Arts and Culture Master Plan will anchor arts and culture as essential catalysts for Millcreek's social, physical, and economic growth. It will enable deep, impactful community development work rooted in arts and culture, institutionalize, and codify arts and culture within Millcreek, build capacity to implement, manage, and sustain arts and culture activities, programs, and facilities, and strengthen arts-centric relationships across sectors.

The plan will cover various aspects, including public art strategy (policy, funding, process, and governance for city-sponsored murals, sculptures, performing arts, time-based mediums, events, and placemaking), funding sources, cross-sector partnerships, talent recruitment, facilities, marketing, and artist/arts organization development.

The process will span two years, with year one focused on planning and year two dedicated to activating, piloting, and codifying the plan and its core components. Extensive engagement with stakeholders and community members will occur throughout both years. The planning process will be led by a Steering Committee consisting of community members, artists, arts organizations, regional arts leaders, city staff, elected officials, and cross-sector organizations representing social and economic development. An Arts and Culture planning consultant will facilitate the process.

Pilot projects commissioned through an open artist call and in collaboration with partners will serve as community feedback opportunities. These projects will gather input, test ideas, and encourage public participation.

This project will further integrate arts and culture into the fabric of the community by driving social cohesion, supporting community development, and enhancing the city's overall well-being. The two-year project will cost \$223,010.

5. How does your project align with the specified TRCC support program category you selected in Question 1? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.

Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.

The Millcreek Master Arts & Culture Planning project strongly aligns with the vision, principles, and guidelines of the Salt Lake County Cultural Facilities Support Program (CFSP). The project aims to meet the current and future needs of Salt Lake County's arts and cultural organizations, residents, and visitors. It emphasizes the following key aspects:

Valuing Professional and Community Arts Organizations: Enhance the development of the local arts community by fostering collaboration, partnerships, and shared funding opportunities.

Meeting Current and Future Community Needs: The project will engage in an extensive planning process with community

members, artists, and arts organizations, the project ensures that it is aligned with the specific cultural requirements of Millcreek residents.

Supporting Readiness, Feasibility, and Sustainability: The project demonstrates readiness, feasibility, and sustainability. Through a comprehensive planning and activation process, the project establishes a solid foundation for the development of arts and cultural initiatives in Millcreek, ensuring long-term viability and success.

Enhancing Programming and Facilities: The project provides a strategic roadmap for improving and expanding existing facilities and constructing new ones, improving the vibrancy of arts and culture in Millcreek.

Inclusive and Fair Process: The project will engage a diverse range of stakeholders, including community members, artists, arts organizations, regional arts leaders, city staff, elected officials, and cross-sector organizations, ensuring multiple perspectives are considered throughout the planning process.

Sustainable Cultural and Economic Development: The project aims to enhance the overall cultural vibrancy of Salt Lake County, attract visitors, and contribute to the economic growth of the region.

Collaboration and Regional Partnerships: The project fosters cooperation between local arts agencies, promoting the development of public art programs that support individual artists. Additionally, the project emphasizes the importance of shared funding and resources to ensure the success and sustainability of arts initiatives.

Access, Equity, and New Work Development: The project strives to increase access and equity for artists and art organizations, particularly through collaboration with local arts agencies. It aims to create spaces dedicated to creating and developing new work, such as multi-use rehearsal facilities and maker spaces, thereby fostering artistic innovation and inclusivity.

By aligning with the TRCC guidelines, vision, and principles, the Millcreek Master Arts & Culture Planning project exemplifies its commitment to fostering a thriving, inclusive, and sustainable arts and culture community in Millcreek while adhering to the values and goals of the Salt Lake County CFSP.

6. Provide evidence of local support and community need justifying this project.

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

Millcreek's is fortunate to have established partnerships with several other key city initiatives/programs that will provide direct support toward the implementation of this project.

Millcreek Promise is a city initiative that uses a collective impact approach to solving social, physical, and economic problems that the city's underserved and marginalized residents face. Program leadership has established a network of 20+ service providers who primarily support racially/ethnically diverse populations, immigrants/refugees, and families in poverty. Working with Millcreek Promise will ensure the city's Art and Cultural Master Plan is as inclusive and equitable as possible.

Millcreek Arts Council is a nonprofit organization with a mission of increasing awareness and appreciation of the arts in Millcreek. They provide diverse types of artistic programming including a summer concert jam series and have access to a group of dedicated volunteers who can engage in this project. Millcreek Arts Council will also provide connection to local artists and other arts organizations.

Utah Arts Alliance is a nonprofit community-based organization dedicated to fostering the arts in all forms to create an aware, empowered, and connected community. Utah Arts Alliance will provide technical expertise and are uniquely positioned to bring in artists, community stakeholders, and fresh voices that are not already a part of the city's network.

Utah Arts & Museums is our state Arts agency and seeks to advance Utahns' quality of life through arts and museum experiences and cultural opportunities. By partnering with Utah Arts & Museums we will be able to learn from their best practices and their invaluable experience of working with other communities on similar projects statewide.

Venture Out! has been working closely with Millcreek City to achieve its mission since our inception in 2016 and that partnership will continue to be a critical component to the success of the project.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The Millcreek Master Arts & Culture Planning project is thoughtfully designed to align with the capacity and needs of the City of Millcreek and its vibrant community. The project represents a crucial endeavor that aligns with the distinctive needs and aspirations of the City of Millcreek and its vibrant community. As a newly incorporated city, Millcreek embraces a rich heritage rooted in a longstanding sense of community and a profound affinity for the arts. The city serves as a haven for numerous talented artists and arts organizations, showcasing a thriving artistic ecosystem.

However, despite this artistic inclination, Millcreek lacks a comprehensive strategy and processes for stewarding and supporting Arts and Culture as a city. Recognizing the importance of nurturing and leveraging the power of arts and culture, Millcreek aims to establish a robust Arts and Culture Master Plan early in its city government's existence. By doing so, the city will ensure that Arts and Culture are ingrained within its economic, social, and environmental priorities, shaping its future trajectory.

With annual attendance data showing that over 25,000 individuals actively engage with arts and culture activities and events in Millcreek, the need for a strategic and inclusive approach becomes evident. The Millcreek Together General Plan, adopted in 2019, recognizes the significance of Enhanced Culture as one of its vision themes. It calls upon the city to prioritize the accessibility and diversity of arts and culture opportunities for its residents. The Arts and Culture Master Plan will build upon this foundation, utilizing the goals outlined in the General Plan to inform its strategies and initiatives.

To further lay the groundwork, Millcreek collaborated with Salt Lake County in 2020 to develop an Arts and Culture Study that established a high-level vision and preliminary recommendations. The next critical step is the implementation of the Arts and Culture Master Plan, which will provide the city with detailed processes, funding mechanisms, policies, site selection criteria, identified gaps, and a comprehensive strategy for supporting, commissioning, and implementing Arts and Culture projects, facilities, and opportunities throughout Millcreek.

In summary, the Millcreek Master Arts & Culture Planning project is an innovative and forward-thinking initiative tailored to the unique essence of Millcreek. By nurturing its artistic heritage, involving stakeholders from all walks of life, and seizing the opportunity to establish a comprehensive plan, Millcreek is poised to cultivate a flourishing arts and culture community that celebrates diversity, enriches lives, and propels the city towards a vibrant and sustainable future.

8. Detail how the project is integral to your organization's mission.

The Millcreek Master Arts & Culture Planning project stands as a vital component of Millcreek's overarching mission and vision, deeply intertwined with the city's commitment to superior municipal governance, responsible fiscal management, and the sustainable enhancement of residents' quality of life.

Aligned with Millcreek's mission, this project embodies the city's dedication to providing responsive and superior services by recognizing the transformative power of arts and culture. By developing a comprehensive Arts and Culture Master Plan, Millcreek aims to foster an inclusive and vibrant community where residents and stakeholders are empowered to engage respectfully, interact collaboratively, and actively participate in the governance and volunteerism that shape the city's future.

Furthermore, the Arts and Culture Master Plan serves as an integral catalyst for achieving Millcreek's visionary aspirations. It amplifies the city's commitment to fiscal responsibility by establishing a strategic framework to effectively steward and allocate resources for the development and sustenance of a thriving arts and culture ecosystem. This plan ensures that arts and culture are not only prioritized but also integrated seamlessly into the fabric of Millcreek's governance and decision-making processes.

In line with the city's vision, the Millcreek Master Arts & Culture Planning project fosters a diverse community that embraces and celebrates the unique talents, perspectives, and contributions of its residents and businesses. By cultivating an environment where creativity and artistic expression flourish, the plan engenders a "welcome home" feeling for everyone—past, present, and future. It nurtures a sense of belonging and belongingness, fostering civic pride, and fostering a strong sense of identity within the community.

Moreover, the Arts and Culture Master Plan supports Millcreek's commitment to environmental sustainability. By incorporating principles of sustainable development, the plan seeks to minimize the environmental impact of arts and culture initiatives, promote eco-friendly practices, and utilize creative approaches to conserve resources. Through this integration, Millcreek strives to create an environment where arts, culture, and sustainability converge harmoniously, enhancing the city's livability and ensuring a greener future for all.

In summary, the Millcreek Master Arts & Culture Planning project is indispensable to the realization of Millcreek's mission and vision. By embracing the transformative power of arts and culture, the city reinforces its commitment to superior municipal governance, responsible fiscal management, and the creation of a diverse, engaged, and sustainable community. As a result, Millcreek will pave the way for a vibrant and inclusive future, where the arts serve as a catalyst for meaningful connections, collective well-being, and the continued advancement of the city and its residents.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

To ensure a secure and sustainable funding process for the Millcreek Master Arts & Culture Planning project, we have taken significant steps to turn unsecured project funding sources into secured sources. Here is a detailed explanation of our approach:

Securing Funding Sources: We have pursued a diverse range of funding opportunities, leveraging partnerships, and engaging in extensive grant writing and fundraising efforts. In addition to these endeavors, Millcreek has demonstrated its commitment to the project by setting aside \$90,000 from its General Fund as a match for the grant. This allocation, combined with other secured funds, ensures that all necessary funds for the project have been procured.

Cash Flow Management: Millcreek has established a sound fiscal management plan to handle the project's expenses. All costs associated with the grant will be covered directly by the City's General Fund. This approach ensures all expenditures are promptly paid, facilitating the project's smooth implementation.

Reimbursement Process: Once expenses are incurred and paid, Millcreek will seek reimbursement from the TRCC Support Program. These reimbursement funds will be deposited back into the City's General Fund, effectively replenishing the funds used to cover the project's expenses. This process ensures that the City's financial resources remain intact and that the project remains fiscally responsible.

To facilitate the reimbursement process, Millcreek will meticulously document and maintain records of all project-related expenses. These records will include invoices, receipts, and any other necessary documentation required by the TRCC Support Program. By adhering to the Program's guidelines and submitting a comprehensive reimbursement request, Millcreek will effectively manage the cash flow for the project while ensuring compliance with the TRCC Support Program's regulations.

Through these measures, Millcreek not only demonstrates its commitment to fiscal responsibility but also safeguards the stability and sustainability of the project. By proactively securing funds, utilizing the City's General Fund for expenses, and diligently seeking reimbursement, Millcreek ensures that the Millcreek Master Arts & Culture Planning project operates smoothly and efficiently, enabling the City to achieve its vision and fulfill its mission in a financially prudent manner.

10. Document your ability to raise additional project funds.

Millcreek's ability to raise additional project funds is demonstrated through its prudent financial planning and commitment to the Millcreek Master Arts & Culture Planning project. While Millcreek has already set aside \$90,000 in the General Fund to cover its match for the grant, it is important to note that the City has taken proactive measures to ensure that sufficient funds are available throughout the project's duration.

Primarily, the allocation of \$90,000 from the General Fund serves as a strong financial foundation, providing the necessary match for the grant. This demonstrates Millcreek's commitment and readiness to invest in the success of the project.

Furthermore, Millcreek has carefully assessed the estimated cost of the project and has allocated resources accordingly. However, if the project costs exceed the initial estimation, Millcreek has a contingency plan in place. The City can utilize additional funds from the General Fund to cover any unforeseen or additional expenses that may arise. This flexibility ensures that the project can proceed smoothly without any funding gaps or delays.

Millcreek's fiscal management practices and fiscal responsibility enable the city to leverage its existing resources effectively. By maximizing the use of available funds and implementing cost-effective strategies, Millcreek minimizes the need to raise additional funds from external sources.

In summary, Millcreek's ability to raise additional project funds is assured by its proactive financial planning and allocation of \$90,000 from the General Fund as a match for the grant. With these funds in place and the ability to draw from the General Fund, if necessary, Millcreek is well-positioned to successfully execute the Millcreek Master Arts & Culture Planning project without the need to raise additional funds from external sources. This approach ensures financial stability and demonstrates Millcreek's commitment to the project's success while utilizing its existing resources responsibly.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

The adoption of a comprehensive Arts and Culture Master Plan in Millcreek's early years of city government will have a significant fiscal impact on the organization's future. By establishing policies, roles, and strategies, the Master Plan will intrinsically connect Arts and Culture with economic, social, and environmental priorities, shaping the city's trajectory.

The Millcreek Together General Plan, adopted in 2019, identifies "Enhanced Culture" as one of its seven vision themes, highlighting the importance of accessible and diverse arts and culture opportunities. This goal, along with others in the General Plan, will inform the Arts and Culture Master Plan, providing a framework for its development.

To lay the groundwork, Millcreek collaborated with Salt Lake County in 2020 on an Arts and Culture Study, which outlined a high-level vision and initial recommendations. The upcoming Arts and Culture Master Plan will delve deeper into processes, funding mechanisms, policies, sites, gaps, and strategies required to support, commission, and implement arts and culture projects, facilities, and opportunities across Millcreek.

The ongoing redevelopment project centered around Millcreek Common, a prominent public space, adds to the fiscal impact of the Arts and Culture Master Plan. Serving as the city's downtown area and cultural hub, Millcreek Common will be activated through public engagement, with all future performing arts and cultural projects aligning with the Master Plan's guidance.

Financially, the Arts and Culture Master Plan will enable Millcreek to attract additional project funds from various sources. With a well-defined plan, the city can leverage its vision, strategies, and policies to secure grants, sponsorships, and partnerships, reducing reliance solely on the city budget. Engaging stakeholders and the public will foster support, ownership, and community investment in arts and culture initiatives.

The plan's focus on economic development and the activation of Millcreek Common will stimulate tourism, boost local businesses, and create new revenue streams. By positioning arts and culture as catalysts for economic growth, the Master Plan ensures a financially sustainable future for Millcreek.

In summary, the adoption of the Arts and Culture Master Plan, aligned with the Millcreek Together General Plan and the ongoing redevelopment project, holds immense financial potential. By integrating arts and culture into economic, social, and environmental priorities, Millcreek can attract funding, enhance revenue streams, foster community engagement, and drive economic development. This strategic approach ensures a vibrant and financially sustainable future for the organization and the community it serves.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- ☒ Consulting Funding
- ☐ Capital Funding
- ☐ Tourism Promotion Funding

13. Type of consulting services

Planning

14. Goals and objectives of consulting services

The consulting services for the 2-year Millcreek Master Arts & Culture planning project aims to provide expert guidance and support in developing a comprehensive and strategic plan for arts and culture in Millcreek. The goals and objectives of the consulting services can be summarized as follows:

Facilitating Community Engagement: The consulting services will prioritize extensive and meaningful engagement with stakeholders, residents, artists, arts organizations, and cross-sector representatives.

Developing a Holistic Vision: The consulting services will work collaboratively with Millcreek and its stakeholders to establish a clear and holistic vision for arts and culture in the community. This vision will align with the city's values, priorities, and the broader goals outlined in the Millcreek Together General Plan.

Mapping Arts and Culture Strategies: The consulting services will assist in mapping out strategies and action plans that address various aspects of arts and culture, including public art, funding sources, cross-sector partnerships, talent recruitment, facilities, marketing, and artist/arts organization development. These strategies will serve as a roadmap for the implementation, management, and sustainability of arts and culture initiatives in Millcreek.

Identifying Funding Opportunities: The consulting services will explore and identify funding opportunities beyond the initial grant to support the implementation of the Arts and Culture Master Plan.

Ensuring Feasibility and Sustainability: The consulting services will assess the feasibility and long-term sustainability of proposed arts and culture projects, programs, and facilities. This will involve conducting feasibility studies, analyzing the economic and social impact, and developing strategies for ongoing management and operations to ensure the longevity and success of the initiatives.

Building Capacity and Partnerships: The consulting services will focus on building the capacity of Millcreek and its stakeholders to implement, manage, and sustain arts and culture activities. This includes providing training, resources, and support to strengthen relationships and collaborations between the city, arts organizations, artists, and other relevant sectors.

Monitoring and Evaluation: The consulting services will establish monitoring and evaluation mechanisms to track the progress and impact of the Arts and Culture Master Plan.

The consulting services aim to guide the city in creating a comprehensive and strategic roadmap for arts and culture. By engaging stakeholders, developing a clear vision, mapping out strategies, identifying funding opportunities, ensuring feasibility and sustainability, building capacity, and establishing monitoring mechanisms, the consulting services will support Millcreek in creating a thriving, equitable, and vibrant arts, and culture community for years to come.

15. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

The Scope of Work encompasses a two-year planning process consisting of 12 interconnected phases. These phases will be executed with specific deliverables and timelines, as follows:

Phase 1: Discovery
Phase 2: Cultural Asset Exploration
Phase 3: Community Engagement
Phase 4: Vision/Values/Goals
Phase 5: Strategies and Actions
Phase 6: Funding and Policy
Phase 7: Site and Project Identification
Phase 8: Master Plan Adoption
Phase 9: Governance and Infrastructure Development
Phase 10: Ongoing Engagement
Phase 11: Pilot Projects
Phase 12: Report and Iterate

During Year 1, Phases 1-8 will be conducted, while Phases 9-12 will take place in Year 2.

Phases 1-4 will involve broad exploration and community engagement to define the collective vision of Arts and Culture in Millcreek. This phase will also include establishing cross-sector connections, leveraging community relationships, conducting pilot projects for feedback, and exploring the constraints that shape the process.

Phases 5-8 will narrow the focus and involve decision-making regarding support for Arts and Culture. This will include developing actionable strategies, formalizing partner relationships, establishing policies and funding mechanisms, and adopting the Arts and Culture Master Plan.

Phases 9-12 will mark the initial steps towards implementing the Arts and Culture Master Plan. This will involve activating policies, governance processes, and funding mechanisms. Additionally, a series of pilot projects representing the collective vision will be coordinated. Extensive community engagement and process iterations will occur during these phases, serving as a prototype for Millcreek's role in Arts and Culture.

The key deliverable of this project will be an adopted Arts and Culture Master Plan document, along with documentation of the process. Other deliverables include the establishment of a city arts committee, adopted arts policies, and several small pilot projects demonstrating assorted opportunities for integrating Arts and Culture into Millcreek.

To ensure project progress, several key milestones will be targeted:

Project Steering Committee convened by 07/01/2024
Project Kickoff (week of 07/01/2024)
Engagement Campaign (07/15/2024 - 01/31/2025)
Drafting of vision, values, goals, strategies, and actions by 03/01/2025
Drafting of funding and policy by 05/01/2025
Site and project identification by 05/15/2025
Master Plan adoption in July 2025
Formation and activation of the Millcreek Arts and Culture committee (or similar) by 09/01/2025
Identification of pilot projects by 09/30/2025
Ongoing community engagement from 09/01/2025 to 06/01/2026
Completion of all pilot projects by June 2026
Adoption of necessary ordinances, funding mechanisms, and procedures by 06/30/2026

These milestones will serve as benchmarks to ensure timely progress and successful completion.

16. Payment schedule for the work and expenses.

I have uploaded a detailed project budget by a qualified professional to the Documents tab.

17. Describe the current facility and specify if it is owned or leased.

-answer not presented because of the answer to #12-

18. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

19. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year

expense forecast and a long term maintenance budget plan.

-answer not presented because of the answer to #12-

20. Provide project management information including key personnel and their experience.

-answer not presented because of the answer to #12-

21. OPTIONAL: Architectural information including site plan, space program, and schematic design.

-answer not presented because of the answer to #12-

22. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

-answer not presented because of the answer to #12-

23. Type of tourism promotion services

-answer not presented because of the answer to #12-

24. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #12-

25. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

26. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

TOURISM PROMOTION (REQUIRED): Detailed

Required? Attached Documents *



[Budget Worksheet](#)

[Itemized Budget](#)



[Organizational Budget](#)



[Letters of Support](#)

[Consulting Project Budget](#)

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Application ID: 441918

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 223,010.00
Total Funding Sources	\$ 148,010.00
TRCC Funding Requested	\$ 75,000.00
Projected Surplus/(Deficit)	\$ -

Date Prepared:	06/06/2023
Organization Name:	Millcreek
Project Name:	Millcreek Master Arts and Culture Plan
Contact Name:	Josie Showalter
Contact Email:	jshowalter@millcreek.us

Project Budget:

	Projected Cost	Detail
Construction/Contractor		
Consultants/Professional Services	\$ 110,000.00	\$75K Planning, \$25K Artist Stipends, \$5K Comms & \$5K Production Contractor
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead	\$73,610	\$53,610 Staff Salaries & Fringe Benefits, & \$20,000 Overhead & Administrative
Contingency		
Other	\$ 39,400.00	\$39,400 covers marketing, pilot project supplies, site rental, & translation

Total Project Budget \$ 223,010.00

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 90,000.00		\$ 90,000.00	Millcreek General Fund
Pledges			\$ -	
Grants (excludes TRCC request)			\$ -	
In-Kind Donation	\$ 58,010.00		\$ 58,010.00	\$53,610 Millcreek Staff, \$1,900 Volunteer hours, & \$2,500 Site Rental
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	

Total Funding Sources \$ 148,010.00



**Minutes of the
Millcreek City Council
June 10, 2024
5:00 p.m.
Work Meeting
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a regular meeting on June 10, 2024, at City Hall, located at 1330 E. Chambers Avenue, Millcreek, UT 84106. The meeting was recorded for the City's website and had 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 9:00pm)

City Staff

Francis Lilly, Assistant City Manager
Elyse Sullivan, City Recorder
Kurt Hansen, Facilities Director
Kayla Mayers, Promise Program Manager
Collyn Mosquito, Promise Coordinator
Lisa Dudley, HR-Finance Director (electronic)
Rita Lund, Communications Director (electronic)

Attendees: Kelly Noorda, Jarvie Curtis, Joyce Crossley, Mickey Burnham, Laura Renshaw, Kadee Worley, Matthew Trodden, Brenda White, Amanda Clark, Brian Clark, Sam Riley, Mark Riley, Margaret Douglass, Cindi Ipsen, Kerwin Ipsen, Sandra Walker, Tanya Beal, Chief Petty-Brown

WORK MEETING – 6:30 p.m.

TIME COMMENCED: 6:33 p.m.

1. Millcreek Promise Program Quarterly Update; Kayla Mayers and Collyn Mosquito, Millcreek Promise Program, and Saira Enriquez, Promise Partnership Utah

Kelly Noorda, Promise Partnership Utah, presented a goal of high 4-year graduation rates. In the 2022-2023 school year, Cottonwood High School had a lower than Granite School District average graduation rate and Olympus High School starkly outperformed the District's average.

Kayla Mayers gave an update on the data sharing agreement with Granite School District. Millcreek Promise, Promise South Salt Lake, United Way, and Granite School District are working together in partnership to update the data-sharing agreement. Parents and guardians will receive documentation to understand these school-community partnerships and will have the option to sign a clearer agreement for sharing their kids' data. Council Member Uipi asked about Skyline High School graduation rates. Mayers would get the data for the council.

Mayers presented updates from the last quarter on volunteer child supervision at Bud Bailey Apartments, digital skills classes, the Social Determinants of Health Leadership Team, Earth Day field trips in partnership with the Community Life Department, the annual Promise Resource Fair at Bud Bailey Apartments, the Millcreek Elementary garden move, the bike rodeo, Promise scholarships, and the Promise Partnership block party. The child supervision took place while the parents were nearby learning English. The Social Determinants of Health Leadership Team came from a United Way grant to make an action plan to help families in the city. The Earth Day field trips were to Millcreek Common. The garden from Millcreek Elementary moved to a nearby daycare which will only be accessible to the daycare. Ten bikes were given away at the bike rodeo. The \$1,000 Promise Scholarships went to two youth from each of the three high schools. The block party, with United Way, highlighted partnerships to work towards the 100% goal and serve the community. The digital skills classes served 55 individuals. Child supervision at Bud Bailey Apartments has 5 average daily attending youth and 2 volunteers. There were 106 afterschool kids over 2 field trip days for Earth Day. There were 22 community organizations and 300 residents at the resource fair. There were 13 kids at the bike rodeo.

Collyn Mosquito said he was a fellow with the national organization, NTEN. He gave an overview of the digital skills courses. Through Google Fiber, he was able to get funding for the program. Comcast donated 100 new Dell laptops to the program. The course was six weeks and had resources from Microsoft. The first class started at Dominguez Park I and II. Classes were held at Bud Bailey Apartments and more classes were scheduled for the Millcreek Library. Mayor Silvestrini wondered if the Millcreek Library was the best location for classes. Mosquito noted it helped with the senior population. Mosquito said he had four volunteers help him teach and 55 adults had been through the course.

Mayers went over what would be coming in the next quarter. It included a World Refugee Day kid's activity, Canyon Rim service day activity, child supervision at Bud Bailey Apartments, and a garden surplus program. Council Member Catten said the Millcreek Community Council used to be involved in the bike rodeo with Unified Police Department (UPD). She wondered if they would be interested in rejoining it.

2. Staff Reports

a. Policy for Requiring Right-of-Way Dedication and Improvements; Francis Lilly, Planning & Zoning Director

Francis Lilly said when someone does a significant addition to their home, for example, code requires an appropriate amount of land along the frontage be dedicated to the city with curb, gutter, and sidewalk installed. This is a long standing policy. The developer builds the improvements. There is ambiguity in Millcreek Title 15. The code discusses improvements that are incidental and significant but no clarity on what those are. He proposed that improvements be required for residences in excess of 850 square feet (maximum size of an accessory dwelling unit) and those below that threshold would not be required. There is legal precedent in where cities can require dedications. Staff would like to come up with a code to respond to the precedent and provide clarity. Council Member Catten asked if neighboring cities had good policies. Lilly said most cities require improvements, but he had not seen the 850 square feet threshold. He thought there was a similar concept in Murray City code but would look into it for the next meeting.

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

Mayor Silvestrini would like to have a staff report on the Switchpoint facility and misinformation. The other matter he wanted to discuss was that someone may be attempting to modify a residential home for a treatment facility at 827 E 4280 S, but the city had not received an application for such.

Council Member DeSirant moved to adjourn the work meeting at 6:58 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:00 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

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

Mayor Silvestrini said, due to the interest of those in attendance, that the city had not received any application from a property owner for a building permit or business license to operate a residential treatment center at 827 E 4280 S. The council received various emails and had staff communicate with the property owner. An email was sent to the property owner advising them of the legal requirements for such a facility. Folks with mental health issues or substance abuse issues are disabled and are a protected class under various state and federal laws. The city cannot discriminate against them or say no to facilities for them unless they violate city ordinance. Residents are always concerned about these types of facilities. There are several facilities throughout the city, and with a few exceptions, there are no problems with them. If they become a nuisance, the city can take action. The city will insist the correct process is followed should something be applied for, and the city will respond if a problem arises.

Francis Lilly reported that he spoke with the property owner who said they did not foresee housing more than 10 people. Lilly requested the property owner hold a neighborhood meeting on what he was proposing. There were standards per the Americans with Disabilities Act and fair housing, but the neighbors were also entitled to reasonable safety and comfort in their neighborhood. Lilly did not know the type of treatment proposed and who would be cared for. The application would explain more, once it was filed. Mayor Silvestrini noted the facility would be inspected by appropriate personnel. He pointed out that city staff could only view properties from the street if there was any visible wrongdoing.

1.2 Public Comment

Kadee Worley said there was active construction going on in the house (827 E 4280 S) because there were videos of it posted online. She said the neighborhood was small with no sidewalks or streetlights, so a treatment facility was not a good fit for a single family

dwelling zone. Mayor Silvestrini said federal housing acts could undermine single family zoning. Worley felt it would fundamentally change the character of the neighborhood. She asked about special accommodation and limiting the number of people. Lilly said a statement on the therapeutic program would be needed. The philosophy for group therapy is greater numbers help hold each other accountable. Worley thought housing more than an appropriate number of people in the small home was inhumane. A facility would not help the disabled population but be used to make money.

Jarvie Curtis expressed opposition to a potential application at 827 E 4280 S. He was concerned about traffic with residents, visitors, and staff. He worried about illicit activity that may occur in the house. He requested the council consider the impact this application would have on the community and invited them to turn to social media accounts for “Leveled Up Recovery Incorporated” to see what was happening to the house.

Cindi Ipsen wondered about proximity issues as there is a facility within 900 feet that house people in recovery (referencing a potential application at 827 E 4280 S). She said there were at least 10 elderly single women in the area. She highlighted Millcreek code 19.87 on the minimum required parking spaces. She asked if the parking was solely for residents or if it included staff. Mayor Silvestrini said as part of a facility inspection, parking would be determined. Ipsen asked if the facility could expand once established. Lilly said no. Mayor Silvestrini said the building official and fire marshal would determine how many people could live there. Ipsen asked how the application would become public. Mayor Silvestrini said a records request would be required to obtain the application. Ipsen asked about a limit on the number of these types of facilities in a neighborhood. Lilly said there was no limit.

Kerwin Ipsen wondered who got to decide if the facility (potential application at 827 E 4280 S) was a good idea or not. Mayor Silvestrini said if the application meets the requirements, the city must approve it. Ipsen asked who he could turn to for accountability. The mayor said fundamentally, congress or Ipsen’s state representative. Mayor Silvestrini said Millcreek will do what it can to enforce the law. If there is a nuisance, the city has a legal basis to shut facilities down. Congress passed the Americans with Disabilities Act. Mayor Silvestrini speculated that this facility would be private, so if people were paying to be there, they may be more willing to change their lives. He said the city did not have the legal ability to deny the facility. There would be potential for getting sued for discriminating and then it would cost taxpayers money to pay out a judgement. Mayor Silvestrini recommended the neighbors establish a relationship with the staff and owner of the facility to discuss any problems.

Brian Clark expressed concern with interior remodeling done without proper permits (potential application at 827 E 4280 S). He mentioned during the pandemic he had his car stolen from his property. The theft was done by a repeat offender, so he worried about recidivism with any residents of the facility. He wondered who would be held accountable for crimes. Mayor Silvestrini said that crimes may not be committed by potential residents and these potential residents were likely seeking help. The person who commits the crime is responsible.

Sandra Walker wondered if the city would evaluate the safety of the neighborhood based on the increase in traffic (with a potential application at 827 E 4280 S). She noted the lack of streetlights, sidewalk, and curb. She asked if the city would install improvements in the neighborhood. Mayor Silvestrini said if there were problems, the city would address them. Council Member Catten noted that in her 7 years of being on the council, she had only received 2 requests for streetlights. They were more feasible than sidewalks.

Mark Riley wondered if the property owners could build an additional facility within 100 yards of this site (potential application at 827 E 4280 S). Mayor Silvestrini said it was feasible, sometimes it made more sense with staffing. Riley asked about property values. Mayor Silvestrini said property values were made up by square footage and property conditions, not neighboring uses.

Margaret Douglass said she had proof of construction on the property (potential application at 827 E 4280 S). Construction took place after typical work hours. She noted that she spoke with the someone associated with the property, and that person had not been truthful.

Brenda White said her mother lived behind the property (potential application at 827 E 4280 S) and she feared for her safety. She said drug addicts did not usually successfully recover. She wanted a masonry fence installed on the property line. She asked who was protecting the common citizen. Mayor Silvestrini said the city could not change state and federal law. He recommended she reach out to her legislators.

Laura Renshaw, Millcreek Library, presented the council with the summer reading program information.

Council Member DeSirant moved to move items 3.1 and 3.2 to the top. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

3. Business Matters

3.1 Discussion and Consideration of Resolution 24-14, Approving an Interlocal Cooperative Agreement with Salt Lake County for Acquisition of Certain Real Property Located near the Intersection of Siggard Drive and 2000 East at No Cost
Mayor Silvestrini said the city had been working with the Poultons and Salt Lake County to complete the 2000 E project. The city would obtain certain property from the County and do a trade for the property with the Poultons. Poulton said this issue was time sensitive. Lilly noted this would be bringing the right-of-way into alignment. There was a mismatch between the legal right-of-way and the actual road edge.

Council Member Jackson moved to adopt Resolution 24-14, Approving an Interlocal Cooperative Agreement with Salt Lake County for Acquisition of Certain Real Property Located near the Intersection of Siggard Drive and 2000 East at No Cost. 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, Council Member Uipi and Mayor Silvestrini voted yes. The motion passed unanimously.

3.2 Discussion and Consideration of Ordinance 24-29, Declaring Approximately 483 Square Feet of Real Property Located at or near the Intersection of Siggard and 2000 East, as Surplus; Determining that a Trade for Approximately 487 Square Feet of Real Property Located at or near the Intersection of Siggard and 2000 East Constitutes a Minimum Bid and Consummating the Trade Constitutes the Highest and Best Economic Return to the City

Council Member Jackson moved to adopt Ordinance 24-29, Declaring Approximately 483 Square Feet of Real Property Located at or near the Intersection of Siggard and 2000 East, as Surplus; Determining that a Trade for Approximately 487 Square Feet of Real Property Located at or near the Intersection of Siggard and 2000 East Constitutes a Minimum Bid and Consummating the Trade Constitutes the Highest and Best Economic Return to the City. 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 and Mayor Silvestrini voted yes. The motion passed unanimously.

2. Financial Matters

2.1 Public Hearing to Consider the Fiscal Year 2024-25 General Fund, Capital Improvement Project Fund, and Storm Water Fund Tentative Budget

Lisa Dudley reviewed the FY25 budget process calendar. She highlighted changes to the General Fund budget, Millcreek Community Foundation budget, Capital Improvement Projects (CIP) budget, Millcreek Common Phase II budget, and Stormwater Utility Fund. She noted transfers to CIP and use of fund balance. Dudley discussed simplifying Community Foundation transactions with sponsorships and expenditures. Sponsorships will be transferred to the General Fund to cover costs, with mid-year transfers for city events. Dudley explained how transferring money from the Community Foundation to the General Fund can cover event costs. She clarified funding from H.B. 244 was not \$400,000, but \$500,000. That funding is for 2000 E. She said 30% of the 2000 E project was stormwater related, so some stormwater funding would be used for it, freeing up general CIP money. Expenditures included allocated wages and benefits across different budgets as needed based on personnel positions. The mayor noted this provided more transparency with respect to each department and what their budget actually is within the city's General Fund budget. In the past, these salaries were not split among the departments. There were no changes to the Community Reinvestment Agency budget and Park Impact Fee Fund.

Mayor Silvestrini explained that the council discussed the budget in a prior meeting (May 20, 2024) about needing to spend money in the surplus fund balance to not exceed the 35% maximum. The council decided on a list of expenditures to bring the fund balance to an acceptable limit. Council Member Jackson noted the city's main sources of revenue were property taxes, which pays for police services, and sales taxes. Other sources are grants and other taxes. The city tried to be conservative with funds. Mayor Silvestrini noted there would not be a property tax increase this fiscal year.

Council Member Catten moved to open the public hearing. 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.

Brenda White asked what the flower towers and beer garden were (from the list of surplus expenditures). Mayor Silvestrini said the flower towers were structures to install on Millcreek Common, hanging greenery. The beer garden is fencing to keep alcohol in a certain area on Millcreek Common. White asked about funds for streetlighting in neighborhoods. Mayor Silvestrini said that kind of funding was already in the budget. The city was in constant pursuit of grant funding to install street improvements.

Kadee Worley expressed appreciation for the newly improved sidewalks on 900 East. She would like the council to consider safe passage opportunities for her children to walk to James Moss Elementary School (across 700 East).

Joyce Crossley pointed out illegal traffic maneuvers taking place at the intersection of 900 East and 4500 S.

Elyse Sullivan asked Lisa Dudley if there would be a public hearing on June 18th in the council's special meeting as presented. Dudley said it was not necessary.

Council Member DeSirant moved to close the public hearing. 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.

2.2 Public Hearing to Consider the Fiscal Year 2024-25 Municipal Employees Payscale

Mayor Silvestrini said the budget contemplated a 4% cost of living adjustment and 1.5% merit increase to employees. This would keep wages competitive. He noted some staff performed multiple job functions. The state code also required a public hearing for the department directors and deputy directors with the same proposed increases for the other personnel. State law requires the two separate public hearings.

Council Member Jackson moved to open the public hearing. 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.

There were no comments.

Council Member Catten moved to close the public hearing. 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.

2.3 Public Hearing to Consider the Fiscal Year 2024-25 Department Directors and Deputy Directors Payscale

Council Member DeSirant moved to open the public hearing. 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.

There were no comments.

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

2.4 Discussion and Consideration of Ordinance 24-30, Adopting a New Compensation Schedule/Payscale for Executive Municipal Officers and Employees

Council Member Jackson moved to adopt Ordinance 24-30, Adopting a New Compensation Schedule/Payscale for Executive Municipal Officers and Employees. 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 and Mayor Silvestrini voted yes. The motion passed unanimously.

2.5 Public Hearing to Consider a Monetary Contribution of up to \$14,900 to the Millcreek Arts Council

Mayor Silvestrini said when the city appropriates funding to an outside entity, an independent study is commissioned to deem whether the appropriation is appropriate. This would be to the Millcreek Arts Council for up to \$14,900.

Council Member DeSirant moved to open the public hearing. 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.

There were no comments.

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

2.6 Discussion and Consideration of Ordinance 24-28, Approving a Monetary Contribution of up to \$14,900 to the Millcreek Arts Council

Mayor Silvestrini said the Arts Council had to justify the amount, which is why it is an “up to” amount.

Council Member DeSirant moved to approve Ordinance 24-28, Approving a Monetary Contribution of up to \$14,900 to the Millcreek Arts Council. Council Member Jackson seconded. The Recorder called for the vote. Council Member Catten voted yes, Council

Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi and Mayor Silvestrini voted yes. The motion passed unanimously.

3. Business Matters Continued

3.3 Discussion and Consideration of Resolution 24-15, Adopting a Privacy Space Compliance Plan

Mayor Silvestrini said the Utah Legislature required public entities to adopt policies with respect to bathroom use. Cities are mandated with new construction to provide and encouraged with respect to existing construction, bathrooms to accommodate male, female, and non-gendered private bathrooms. Millcreek City Hall is already compliant with this requirement. Millcreek Common does not have a unisex or family restroom. This resolution establishes a policy to report violations. The policy is required to meet the requirements of Utah law.

Council Member Catten moved to adopt Resolution 24-15, Adopting a Privacy Space Compliance Plan. Council Member Jackson seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi and Mayor Silvestrini voted yes. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Silvestrini reported that a female treatment facility operated by Switchpoint had had complaints about it. Some of the reports were not related to the facility, but the city was working to respond to issues. He reported that some shared UPD services would be moving into city hall. The transition in separating UPD from the Salt Lake County Sheriff's Office was going well. City Hall will be closed June 17th for Juneteenth.

4.2 City Council Member Reports

Council Member Catten reminded the public that the rivers and creeks are running high and to be safe.

4.3 Staff Reports

Lilly acknowledged the work the Finance Department did on the budget.

5. Consent Agenda

5.1 Approval of May 13, 2024 Regular Meeting Minutes

5.2 Approval of May 20, 2024 Special Meeting Minutes

Council Member Catten moved to approve both items 5.1 and 5.2. 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, and Mayor Silvestrini voted yes. The motion passed unanimously.

6. New Items for Subsequent Consideration

There were none.

7. Calendar of Upcoming Meetings

- Historic Preservation Commission Mtg. 6/13/24 6:00 p.m.
- Special City Council Mtg. 6/18/24 5:00 p.m.
- Planning Commission Mtg. 6/19/24 5:00 p.m.
- City Council Mtg. 6/24/24 7:00 p.m.

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 9:10 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

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

Attest: _____
Elyse Sullivan, Recorder