

Tentative Timeline for Telecom Franchise Tax Adoption

July 2024

		Source Document	Task Complete
Lisa	Contact State Tax Commission regarding required process / forms:	UCA 10-1-4	✓
	Interlocal Agreement between Tax Commission & City	Attached	
	Notice of Change in Tax Rate	Attached	
Lisa	Lisa prepare for Aug 12 Work Meeting presentation		

August 2024

7-Aug	Recorder's 12:00 PM Deadline
Lisa	Documents due to Elyse for Aug 12 Agenda

12-Aug City Council Work Meeting

TBD	Introduction and Discussion w/ Council regarding Telecom Tax
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21 Prep Work for Upcoming Meetings

Lisa / Rita	E-newsletter content - article introduction Telecom Tax to Public
John B.	Prepare Draft Telecom Ordinance (max rate 3.5%)

21-Aug Recorder's 12:00 PM Deadline

John	Draft Telecom Ordinance
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26-Aug City Council Regular Meeting

TBD	1st Read - Draft Telecom Ordinance
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September 2024

4-Sep	Recorder's 12:00 PM Deadline
John	Revised/Final Draft Telecom Ordinance

9-Sep City Council Work Meeting

TBD	2nd Read - Draft Telecom Ordinance
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9-Sep City Council Regular Meeting

TBD	Council determination about Telecom Tax
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September

Community Outreach

Lisa / Rita	E-newsletter content - article introduction Telecom Tax to Public
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15-Sep File Required Forms with State Tax Commission

Lisa	File Notice of Change in Tax; Interlocal; and Adopted Ordinance
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October 2024

1-Oct State Tax Commission Notification & Filing Deadline

Tax rate changes are effective the first day of a calendar quarter. The Tax Commission must receive this form, filled out completely, **at least 90 days before** an effective date.

<u>Effective date</u>	<u>Notice must be received by</u>
January 1	October 1 (of the previous year)
April 1	January 1
July 1	April 1
October 1	July 1

January 2025

1-Jan	Telecom Tax assessment becomes effective
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AN AGREEMENT BETWEEN
THE UTAH STATE TAX COMMISSION AND
A MUNICIPALITY THAT HAS IMPOSED
THE MUNICIPAL TELECOMMUNICATIONS LICENSE TAX

This Agreement is made by and between the Utah State Tax Commission (hereinafter "Commission") and Millcreek (hereinafter "Municipality").

WHEREAS, Utah Code Section 10-1-405 requires a Municipality to enter into an Agreement with the Commission on or before the effective date of the Municipality's ordinance imposing the municipal telecommunications license use tax; and

WHEREAS, the purpose of the Agreement is to ensure that the municipal telecommunications license use tax is appropriately imposed and collected.

NOW THEREFORE, Commission and Municipality do hereby agree as follows:

1. Municipality has adopted an ordinance to impose the municipal telecommunications license use tax under Title 10, Chapter 1, Part 4.
2. Commission shall transmit monies collected under the municipal telecommunications license use tax monthly by electronic funds transfer to Municipality.
3. Commission shall conduct audits of the municipal telecommunications license use tax with the same frequency and diligence as it does with the state sales and use tax.
4. Commission shall charge Municipality for the Commission's services in an amount sufficient to reimburse Commission for Commission's costs of administering, collecting, and enforcing the municipal telecommunications license use tax. Commission's charge to Municipality may not exceed the amount prescribed under Section 59-1-306.
5. Commission shall collect, enforce, and administer the municipal telecommunications license use tax pursuant to the same procedures used in the administration, collection, and enforcement of the state sales and use tax as provided in Utah Code Section 10-1-405.
6. This Agreement shall be in effect for a term of one year from the effective date and shall be automatically renewed from year to year. The effective date of this Agreement shall be the first day of January, April, July, or October following the notice required under Section 10-1-403.

This Agreement shall take effect _____.

FOR THE UTAH STATE TAX COMMISSION

(Name/Position)

Date Signed

FOR *Millcreek*

(Name/Position)

Date Signed

Part 4

Municipal Telecommunications License Tax Act

10-1-401 Title.

This part is known as the "Municipal Telecommunications License Tax Act."

Enacted by Chapter 253, 2003 General Session

10-1-402 Definitions.

As used in this part:

- (1) "Commission" means the State Tax Commission.
- (2)
 - (a) Subject to Subsections (2)(b) and (c), "customer" means the person who is obligated under a contract with a telecommunications provider to pay for telecommunications service received under the contract.
 - (b) For purposes of this section and Section 10-1-407, "customer" means:
 - (i) the person who is obligated under a contract with a telecommunications provider to pay for telecommunications service received under the contract; or
 - (ii) if the end user is not the person described in Subsection (2)(b)(i), the end user of telecommunications service.
 - (c) "Customer" does not include a reseller:
 - (i) of telecommunications service; or
 - (ii) for mobile telecommunications service, of a serving carrier under an agreement to serve the customer outside the telecommunications provider's licensed service area.
- (3)
 - (a) "End user" means the person who uses a telecommunications service.
 - (b) For purposes of telecommunications service provided to a person who is not an individual, "end user" means the individual who uses the telecommunications service on behalf of the person who is provided the telecommunications service.
- (4)
 - (a) "Gross receipts from telecommunications service" means the revenue that a telecommunications provider receives for telecommunications service rendered except for amounts collected or paid as:
 - (i) a tax, fee, or charge:
 - (A) imposed by a governmental entity;
 - (B) separately identified as a tax, fee, or charge in the transaction with the customer for the telecommunications service; and
 - (C) imposed only on a telecommunications provider;
 - (ii) sales and use taxes collected by the telecommunications provider from a customer under Title 59, Chapter 12, Sales and Use Tax Act; or
 - (iii) interest, a fee, or a charge that is charged by a telecommunications provider on a customer for failure to pay for telecommunications service when payment is due.
 - (b) "Gross receipts from telecommunications service" includes a charge necessary to complete a sale of a telecommunications service.
- (5) "Mobile telecommunications service" is as defined in the Mobile Telecommunications Sourcing Act, 4 U.S.C. Sec. 124.
- (6) "Municipality" means a city or town.

- (7) "Place of primary use":
- (a) for telecommunications service other than mobile telecommunications service, means the street address representative of where the customer's use of the telecommunications service primarily occurs, which shall be:
 - (i) the residential street address of the customer; or
 - (ii) the primary business street address of the customer; or
 - (b) for mobile telecommunications service, is as defined in the Mobile Telecommunications Sourcing Act, 4 U.S.C. Sec. 124.
- (8) Notwithstanding where a call is billed or paid, "service address" means:
- (a) if the location described in this Subsection (8)(a) is known, the location of the telecommunications equipment:
 - (i) to which a call is charged; and
 - (ii) from which the call originates or terminates;
 - (b) if the location described in Subsection (8)(a) is not known but the location described in this Subsection (8)(b) is known, the location of the origination point of the signal of the telecommunications service first identified by:
 - (i) the telecommunications system of the telecommunications provider; or
 - (ii) if the system used to transport the signal is not a system of the telecommunications provider, information received by the telecommunications provider from its service provider; or
 - (c) if the locations described in Subsection (8)(a) or (b) are not known, the location of a customer's place of primary use.
- (9)
- (a) Subject to Subsections (9)(b) and (9)(c), "telecommunications provider" means a person that:
 - (i) owns, controls, operates, or manages a telecommunications service; or
 - (ii) engages in an activity described in Subsection (9)(a)(i) for the shared use with or resale to any person of the telecommunications service.
 - (b) A person described in Subsection (9)(a) is a telecommunications provider whether or not the Public Service Commission of Utah regulates:
 - (i) that person; or
 - (ii) the telecommunications service that the person owns, controls, operates, or manages.
 - (c) "Telecommunications provider" does not include an aggregator as defined in Section 54-8b-2.
- (10) "Telecommunications service" means:
- (a) telecommunications service, as defined in Section 59-12-102, other than mobile telecommunications service, that originates and terminates within the boundaries of this state;
 - (b) mobile telecommunications service, as defined in Section 59-12-102:
 - (i) that originates and terminates within the boundaries of one state; and
 - (ii) only to the extent permitted by the Mobile Telecommunications Sourcing Act, 4 U.S.C. Sec. 116 et seq.; or
 - (c) an ancillary service as defined in Section 59-12-102.
- (11)
- (a) Except as provided in Subsection (11)(b), "telecommunications tax or fee" means any of the following imposed by a municipality on a telecommunications provider:
 - (i) a tax;
 - (ii) a license;
 - (iii) a fee;
 - (iv) a license fee;
 - (v) a license tax;

- (vi) a franchise fee; or
- (vii) a charge similar to a tax, license, or fee described in Subsections (11)(a)(i) through (vi).
- (b) "Telecommunications tax or fee" does not include:
 - (i) the municipal telecommunication's license tax authorized by this part; or
 - (ii) a tax, fee, or charge, including a tax imposed under Title 59, Revenue and Taxation, that is imposed:
 - (A) on telecommunications providers; and
 - (B) on persons who are not telecommunications providers.

Amended by Chapter 438, 2024 General Session

10-1-403 Levy of telecommunications license tax -- Recovery from customers -- Enactment, repeal, or change in rate of tax -- Annexation.

- (1)
 - (a)
 - (i) Subject to the provisions of this section, beginning July 1, 2004, a municipality may levy on and provide that there is collected from a telecommunications provider a municipal telecommunications license tax on the telecommunications provider's gross receipts from telecommunications service that are attributed to the municipality in accordance with Section 10-1-407.
 - (ii) Subject to Section 63H-1-203, the military installation development authority created in Section 63H-1-201 may levy and collect a municipal telecommunications license tax under this part for telecommunications service provided within a project area described in a project area plan adopted by the authority under Title 63H, Chapter 1, Military Installation Development Authority Act, as though the authority were a municipality.
 - (iii) Beginning October 1, 2024, the Utah Fairpark Area Investment and Restoration District, created in Section 11-70-201, may levy and collect a municipal telecommunications license tax under this part for telecommunications service provided within the district sales tax area, as defined in Section 11-70-101, to the same extent and in the same manner that a municipality is authorized to levy and collect a municipal telecommunications license tax under this part.
 - (b) To levy and provide for the collection of a municipal telecommunications license tax under this part, the municipality shall adopt an ordinance that complies with the requirements of Section 10-1-404.
 - (c) Beginning on July 1, 2007, a municipal telecommunications license tax imposed under this part shall be at a rate of up to 3.5% of the telecommunications provider's gross receipts from telecommunications service that are attributed to the municipality in accordance with Section 10-1-407.
- (2) A telecommunications provider may recover the amounts paid in municipal telecommunications license taxes from the customers of the telecommunications provider within the municipality imposing the municipal telecommunications license tax through a charge that is separately identified in the statement of the transaction with the customer as the recovery of a tax.
- (3)
 - (a) For purposes of this Subsection (3):
 - (i) "Annexation" means an annexation to a municipality under Title 10, Chapter 2, Part 4, Annexation.
 - (ii) "Annexing area" means an area that is annexed into a municipality.
 - (b)

- (i) If, on or after July 1, 2004, a municipality enacts or repeals a tax or changes the rate of the tax under this part, the enactment, repeal, or change shall take effect:
 - (A) on the first day of a calendar quarter; and
 - (B) after a 90-day period beginning on the date the commission receives notice meeting the requirements of Subsection (3)(b)(ii) from the municipality.
 - (ii) The notice described in Subsection (3)(b)(i)(B) shall state:
 - (A) that the municipality will enact or repeal a tax under this part or change the rate of the tax;
 - (B) the statutory authority for the tax described in Subsection (3)(b)(ii)(A);
 - (C) the effective date of the tax described in Subsection (3)(b)(ii)(A); and
 - (D) if the municipality enacts the municipal telecommunications license tax or changes the rate of the tax, the new rate of the tax.
- (c)
 - (i) If, for an annexation that occurs on or after July 1, 2004, the annexation will result in a change in the rate of the tax under this part for an annexing area, the change shall take effect:
 - (A) on the first day of a calendar quarter; and
 - (B) after a 90-day period beginning on the date the commission receives notice meeting the requirements of Subsection (3)(c)(ii) from the municipality that annexes the annexing area.
 - (ii) The notice described in Subsection (3)(c)(i)(B) shall state:
 - (A) that the annexation described in Subsection (3)(c)(i) will result in a change in the rate of a tax under this part for the annexing area;
 - (B) the statutory authority for the tax described in Subsection (3)(c)(ii)(A);
 - (C) the effective date of the tax described in Subsection (3)(c)(ii)(A); and
 - (D) the new rate of the tax described in Subsection (3)(c)(ii)(A).
- (4) Notwithstanding Subsection (3)(b), for purposes of a change in a municipal telecommunications license tax rate that takes effect on July 1, 2007, a municipality is not subject to the notice requirements of Subsection (3)(b) if:
 - (a) on June 30, 2007, the municipality has in effect an ordinance that levies a municipal telecommunications license tax at a rate that exceeds 3.5%; and
 - (b) on July 1, 2007, the municipality has in effect an ordinance that levies a municipal telecommunications license tax at a rate of 3.5%.
- (5) Notwithstanding Subsection (3)(b), for purposes of a change in a municipal telecommunications license tax rate that takes effect on July 1, 2007, the 90-day period described in Subsection (3)(b)(i)(B) is considered to be a 30-day period if:
 - (a) on June 30, 2007, the municipality has in effect an ordinance that levies a municipal telecommunications license tax at a rate that exceeds 3.5%; and
 - (b) on July 1, 2007, the municipality has in effect an ordinance that levies a municipal telecommunications license tax at a rate that is less than 3.5%.
- (6)
 - (a)
 - (i) A municipality may not levy or collect a municipal telecommunications license tax for telecommunications service provided within any portion of the municipality that is within a project area described in a project area plan adopted by the military installation development authority under Title 63H, Chapter 1, Military Installation Development Authority Act.
 - (ii) Beginning October 1, 2024, a municipality may not levy or collect a municipal telecommunications license fee for telecommunications service provided within any portion of the municipality that is within the district sales tax area, as defined in Section 11-70-101.

- (b) Subsection (6)(a) does not apply to:
 - (i) the military installation development authority's levy of a municipal telecommunications license tax; or
 - (ii) the levy of a municipal telecommunications license tax by the Utah Fairpark Area Investment and Restoration District, created in Section 11-70-201.
- (7)
 - (a) The State Tax Commission shall provide to the military installation development authority the collection data necessary to verify that revenue collected by the State Tax Commission is distributed to the military installation development authority in accordance with this part.
 - (b) The data described in Subsection (7)(a) shall include the State Tax Commission's breakdown of military installation development authority revenue, including reports of collections and distributions.

Amended by Chapter 419, 2024 General Session

10-1-404 Municipal telecommunications license tax ordinance provisions.

An ordinance required by Subsection 10-1-403(1) shall include a provision that:

- (1) levies a municipal telecommunications license tax:
 - (a) on the gross receipts from telecommunications service attributed to the municipality in accordance with Section 10-1-407;
 - (b) at a rate:
 - (i) not to exceed the rate specified in Subsection 10-1-403(1)(c); and
 - (ii) subject to the requirements of Section 10-1-407; and
 - (c) beginning on a date:
 - (i) on or after July 1, 2004; and
 - (ii) subject to the requirements of Section 10-1-403;
- (2) on or before the effective date of the ordinance, the municipality shall enter into the uniform interlocal agreement with the commission described in Section 10-1-405 under which the commission collects, enforces, and administers the municipal telecommunications license tax;
- (3) exempts a municipality from the limitation on the rate that may be imposed under Subsection (1)(b)(i) if the exemption from the limitation on the rate that may be imposed under Subsection (1)(b)(i) is approved by a majority vote of the voters in the municipality that vote in:
 - (a) a municipal general election; or
 - (b) a regular general election; and
- (4) incorporates the provisions of Section 10-1-408.

Amended by Chapter 415, 2013 General Session

10-1-405 Collection of taxes by commission -- Uniform interlocal agreement -- Administrative charge -- Rulemaking authority.

- (1) Subject to the other provisions of this section, the commission shall collect, enforce, and administer any municipal telecommunications license tax imposed under this part pursuant to:
 - (a) the same procedures used in the administration, collection, and enforcement of the state sales and use tax under:
 - (i) Title 59, Chapter 1, General Taxation Policies; and
 - (ii) Title 59, Chapter 12, Part 1, Tax Collection:
 - (A) except for:
 - (I) Subsection 59-12-103(2)(i);

- (II) Section 59-12-104;
- (III) Section 59-12-104.1;
- (IV) Section 59-12-104.2;
- (V) Section 59-12-104.3;
- (VI) Section 59-12-107.1; and
- (VII) Section 59-12-123; and
- (B) except that for purposes of Section 59-1-1410, the term "person" may include a customer from whom a municipal telecommunications license tax is recovered in accordance with Subsection 10-1-403(2); and
- (b) a uniform interlocal agreement between the municipality that imposes the municipal telecommunications license tax and the commission:
 - (i) that is executed under Title 11, Chapter 13, Interlocal Cooperation Act;
 - (ii) that complies with Subsection (2)(a); and
 - (iii) that is developed by rule in accordance with Subsection (2)(b).
- (2)
 - (a) The uniform interlocal agreement described in Subsection (1) shall provide that the commission shall:
 - (i) transmit money collected under this part monthly by electronic funds transfer by the commission to the municipality;
 - (ii) conduct audits of the municipal telecommunications license tax;
 - (iii) retain and deposit an administrative charge in accordance with Section 59-1-306 from revenues the commission collects from a tax under this part; and
 - (iv) collect, enforce, and administer the municipal telecommunications license tax authorized under this part pursuant to the same procedures used in the administration, collection, and enforcement of the state sales and use tax as provided in Subsection (1)(a).
 - (b) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the commission shall develop a uniform interlocal agreement that meets the requirements of this section.
- (3) If a telecommunications provider pays a municipal telecommunications license tax to the commission, the telecommunications provider shall pay the municipal telecommunications license tax to the commission:
 - (a) monthly on or before the last day of the month immediately following the last day of the previous month if:
 - (i) the telecommunications provider is required to file a sales and use tax return with the commission monthly under Section 59-12-108; or
 - (ii) the telecommunications provider is not required to file a sales and use tax return under Title 59, Chapter 12, Sales and Use Tax Act; or
 - (b) quarterly on or before the last day of the month immediately following the last day of the previous quarter if the telecommunications provider is required to file a sales and use tax return with the commission quarterly under Section 59-12-107.
- (4) If, on July 1, 2007, a municipality has in effect an ordinance that levies a municipal telecommunications license tax under this part at a rate that exceeds 3.5%:
 - (a) except as provided in Subsection (4)(b), beginning on July 1, 2007, the commission shall collect the municipal telecommunications license tax:
 - (i) within the municipality;
 - (ii) at a rate of 3.5%; and
 - (iii) from a telecommunications provider required to pay the municipal telecommunications license tax on or after July 1, 2007; and

- (b) the commission shall collect a municipal telecommunications license tax within the municipality at the rate imposed by the municipality if:
 - (i) after July 1, 2007, the municipality has in effect an ordinance that levies a municipal telecommunications license tax under this part at a rate of up to 3.5%;
 - (ii) the municipality meets the requirements of Subsection 10-1-403(3)(b) in changing the rate of the municipal telecommunications license tax; and
 - (iii) a telecommunications provider is required to pay the municipal telecommunications license tax on or after the day on which the ordinance described in Subsection (4)(b)(ii) takes effect.

Amended by Chapter 354, 2020 General Session

10-1-406 Limitation of other telecommunications taxes or fees.

- (1) Subject to the other provisions of this section, a municipality may not levy or collect a telecommunications tax or fee on a person except for a telecommunications tax or fee imposed by the municipality:
 - (a) on a telecommunications provider to recover the management costs of the municipality caused by the activities of the telecommunications provider in the right-of-way of a municipality if the telecommunications tax or fee:
 - (i) is imposed in accordance with Section 72-7-102; and
 - (ii) is not related to:
 - (A) a municipality's loss of use of a highway as a result of the activities of the telecommunications provider in a right-of-way; or
 - (B) increased deterioration of a highway as a result of the activities of the telecommunications provider in a right-of-way; or
 - (b) on a person that:
 - (i) is not subject to a municipal telecommunications license tax under this part; and
 - (ii) locates telecommunications facilities, as defined in Section 72-7-108, in the municipality.
- (2) Subsection (1)(a) may not be interpreted as exempting a telecommunications provider from complying with any ordinance:
 - (a) related to excavation, construction, or installation of a telecommunications facility; and
 - (b) that addresses the safety and quality standards of the municipality for excavation, construction, or installation.
- (3) A telecommunications tax or fee imposed under Subsection (1)(b) shall be imposed:
 - (a) by ordinance; and
 - (b) on a competitively neutral basis.

Enacted by Chapter 253, 2003 General Session

10-1-407 Attributing the gross receipts from telecommunications service to a municipality -- Rate impact.

- (1) The gross receipts from a telecommunications service are attributed to a municipality if the gross receipts are from a transaction for telecommunications service that is located within the municipality:
 - (a) for purposes of sales and use taxes under Title 59, Chapter 12, Sales and Use Tax Act; and
 - (b) determined in accordance with Section 59-12-215.
- (2)
 - (a) The rate imposed on the gross receipts for telecommunications service shall be determined in accordance with Subsection (2)(b) if the location of a transaction for telecommunications

service is determined under Subsection (1) to be a municipality other than the municipality in which is located:

- (i) for telecommunications service other than mobile telecommunications service, the customer's service address; or
- (ii) for mobile telecommunications service, the customer's primary place of use.
- (b) The rate imposed on the gross receipts for telecommunications service described in Subsection (2)(a) shall be the lower of:
 - (i) the rate imposed by the taxing jurisdiction in which the transaction is located under Subsection (1); or
 - (ii) the rate imposed by the municipality in which it is located:
 - (A) for telecommunications service other than mobile telecommunications service, the customer's service address; or
 - (B) for mobile telecommunications service, the customer's primary place of use.

Amended by Chapter 384, 2008 General Session

10-1-408 Procedure for taxes erroneously recovered from customers.

A customer may not bring a cause of action against a telecommunications provider on the basis that the telecommunications provider erroneously recovered from the customer municipal telecommunications license taxes authorized by this part unless the customer meets the same requirements that a purchaser is required to meet to bring a cause of action against a seller for a refund or credit as provided in Subsection 59-12-110.1(3).

Amended by Chapter 255, 2004 General Session

10-1-410 Transactions consisting of telecommunications service and nontelecommunications services.

- (1) For purposes of this section, "nontelecommunications services" means services or tangible personal property that are:
 - (a) not telecommunications service; and
 - (b) provided by a telecommunications provider to a customer.
- (2) Except to the extent prohibited by federal law, if a telecommunications provider provides nontelecommunications services to a customer as part of the same transaction in which the telecommunications provider provides telecommunications service, the gross receipts from the nontelecommunications services provided by the telecommunications provider are subject to a tax under this part unless:
 - (a) the charge for the nontelecommunications services is separately identified in the statement of the transaction with the customer of the telecommunications service; or
 - (b) from the books and records of the telecommunications provider that are kept in the regular course of business, the telecommunications provider can reasonably identify the portion of the total charge for the transaction that is attributable to:
 - (i) the nontelecommunications services; and
 - (ii) the telecommunications service.

Enacted by Chapter 253, 2003 General Session



Notice of Change in Sales Tax Rate

[Clear form](#)tax.utah.gov

County Salt Lake	City, town or entity Millcreek	
Contact name Lisa Dudley	Email address ldudley@millcreekut.gov	Phone 801-214-2709
Tax type Municipal Telecom	New tax rate 3.5%	Effective date (see instructions) January 1, 2025
Statutory authority for this tax (Utah Code title, chapter, section and subsection, if applicable) UCA 10-1-4 "Municipal Telecommunications License Tax Act"		

- This change is a(n): ☒ New tax
- ☐ Repeal of an existing tax
- ☐ Increase of an existing tax rate
- ☐ Decrease of an existing tax rate
- ☐ Annexation resulting in the enactment or repeal of tax in the annexed area

Instructions

A locality must file this form with the Tax Commission whenever it enacts, repeals, increases or decreases a sales and use tax rate, or when land annexation will result in a tax rate change for existing businesses.

In the case of an annexation, include a list of existing businesses annexed into the locality. Include a copy of the ordinance, if available.

Effective date

Tax rate changes are effective the first day of a calendar quarter. The Tax Commission must receive this form, filled out completely, **at least 90 days before** an effective date.

<u>Effective date</u>	<u>Notice must be received by</u>
January 1	October 1 (of the previous year)
April 1	January 1
July 1	April 1
October 1	July 1

Submitting the Form

Email this form (and a list of affected business, if annexation) to: **salestaxdist@utah.gov**

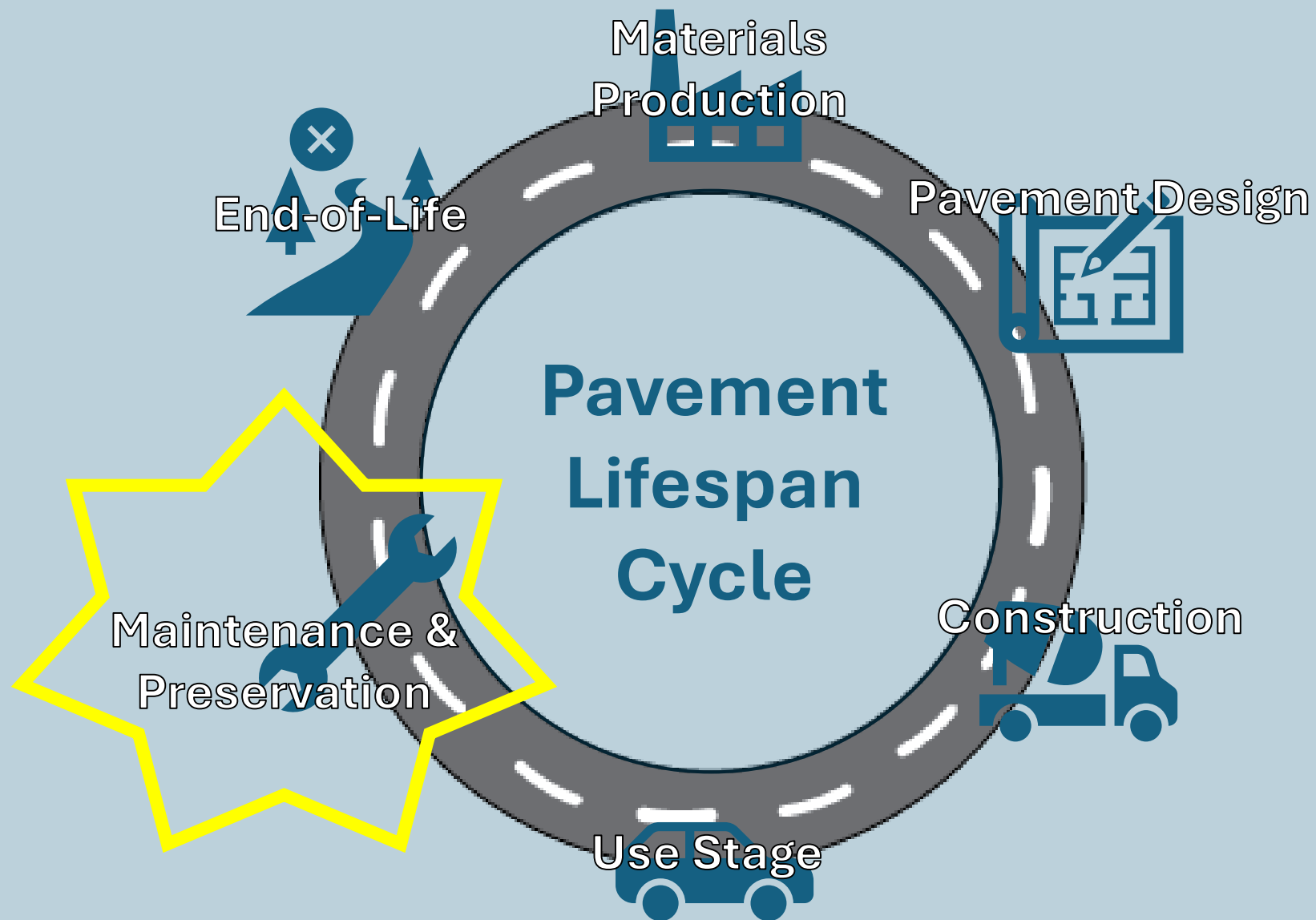
Pavement Preservation Initiatives



Overview

- Pavement Preservation
- Maintenance & Cost
- Our Current Plan
- Pavement Funding Options





What is Pavement Preservation?



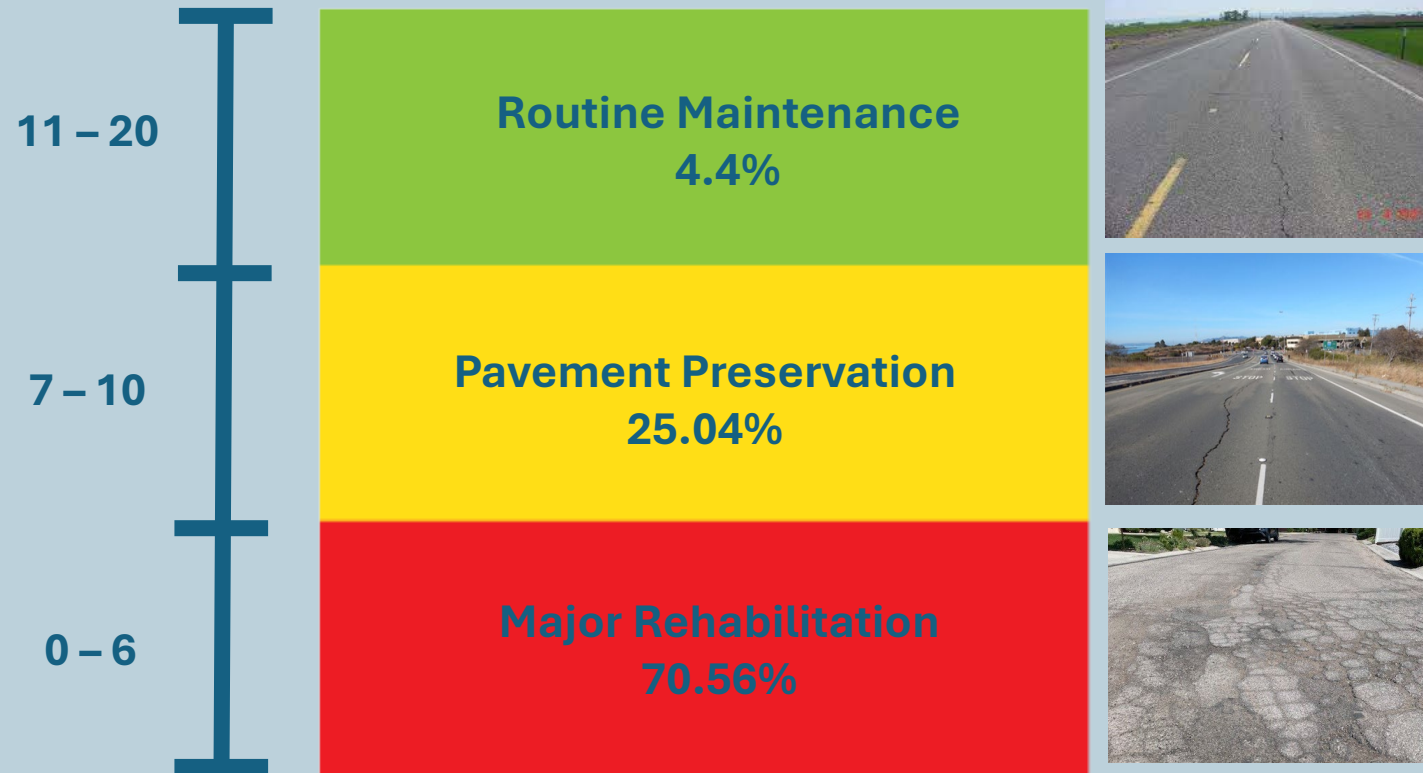
Preventative Maintenance
Minor Rehabilitation (non-structural)
Some Routine Maintenance



New Pavement Construction
Reconstruction
Major Rehabilitation
Corrective Maintenance

Pavement Conditions Index (PCI)

Types of Maintenance Needed:



Crack Seal

**Slurry, Micro Pave, Chip
Seal & Overlay**

Full Reconstruction



Types of Preservation

Pavement Preservation



Crack Seal

\$



Slurry, Chip Seal, & MicroPave

\$\$

\$0.222 – \$0.337/sq feet



Mill & Overlay

\$\$\$

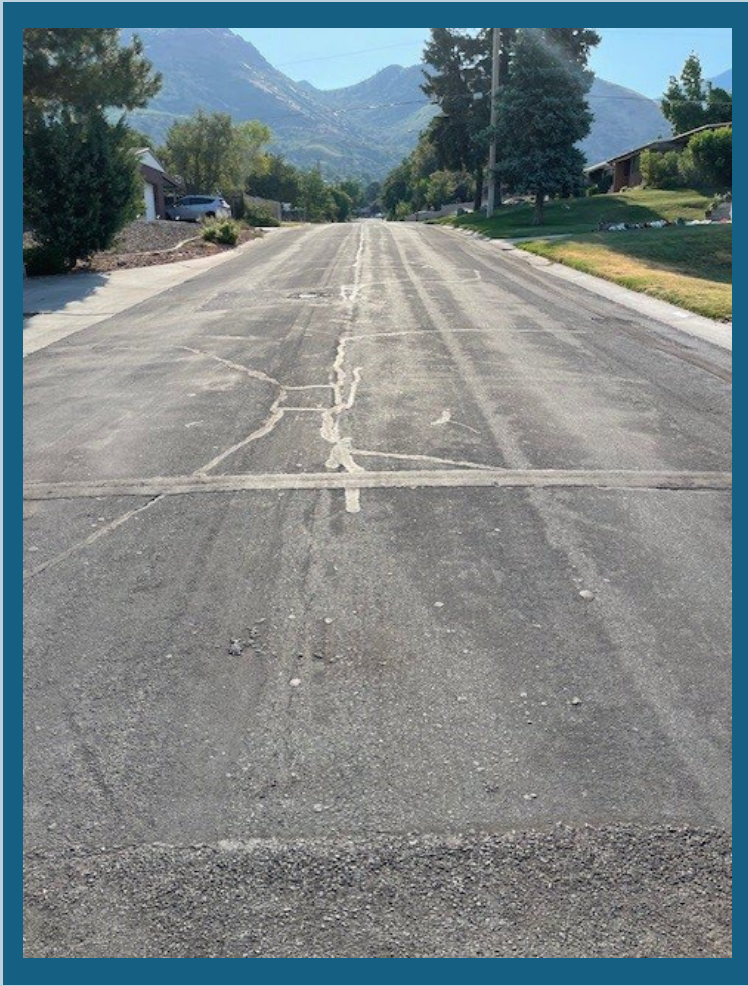
\$1.25 – \$3.75/sq feet

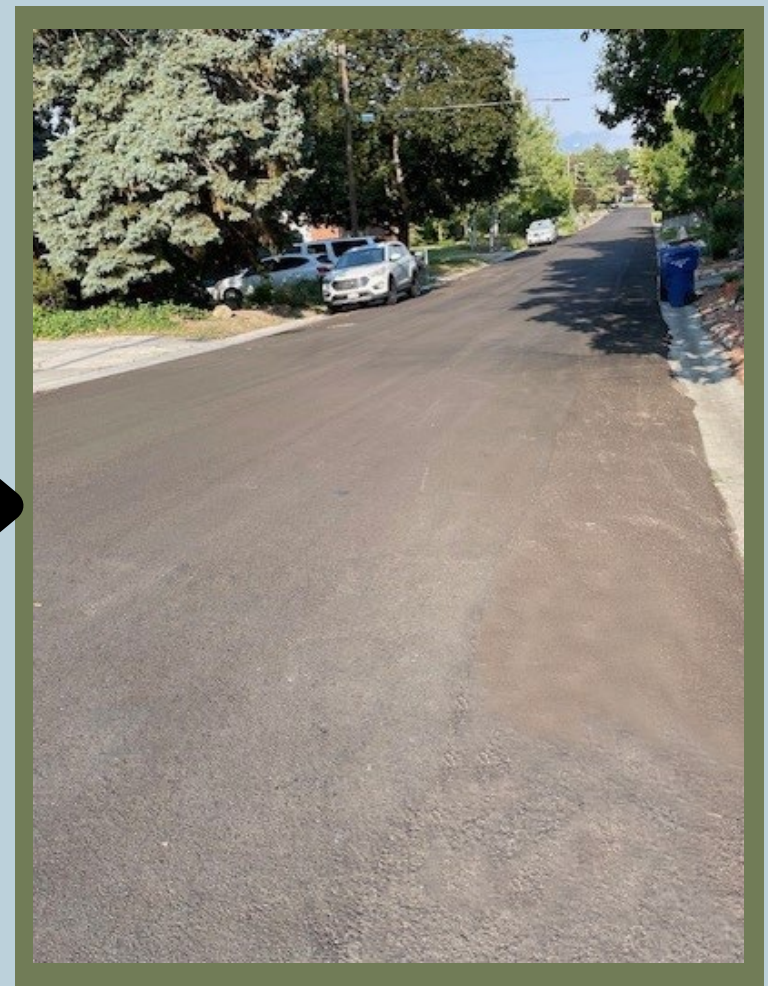


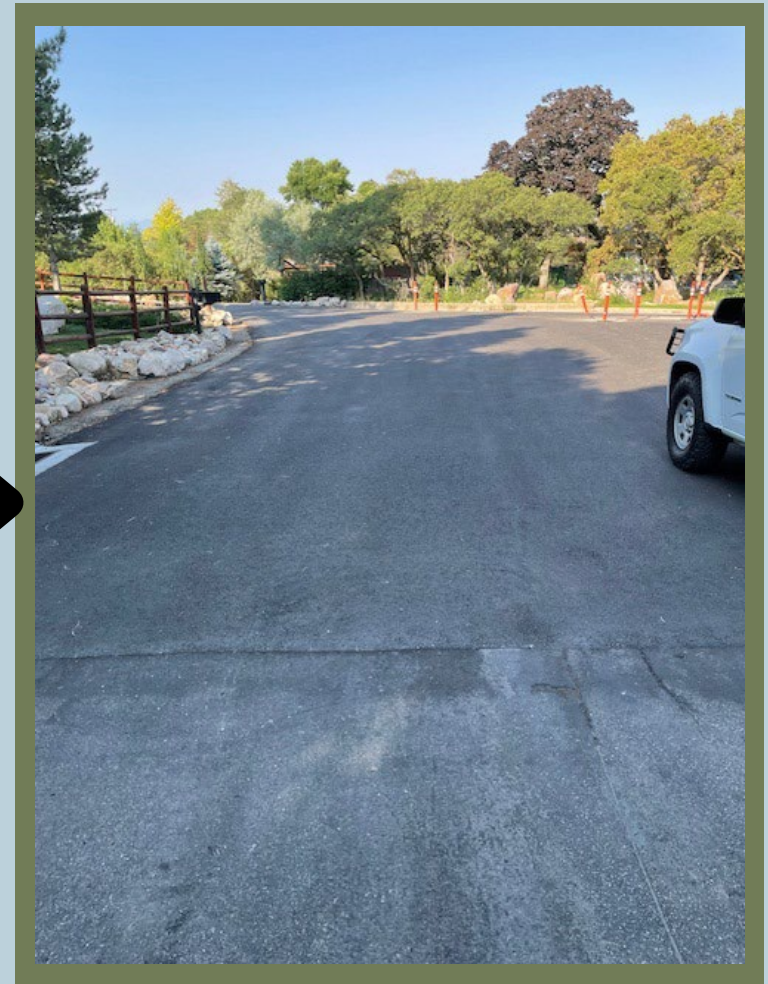
Full Reconstruction

\$\$\$\$

Avg \$9.60 – \$20/sq feet







Cost Breakdown

Approximately 35,000 square feet
Or
0.45 miles long



BUDGET: \$500,000



Slurry Seal

67 Road Segments
Or
30.15 miles



Micropave



42 Road Segments

Or

18.9 miles



Mill & Overlay



5.7 Road Segments

Or



2.57 miles



Full Reconstruction



1.3 Road Segments

Or



0.59 miles

179 Miles in Millcreek



Slurry – 5.9 years



Micropave – 9.5 years



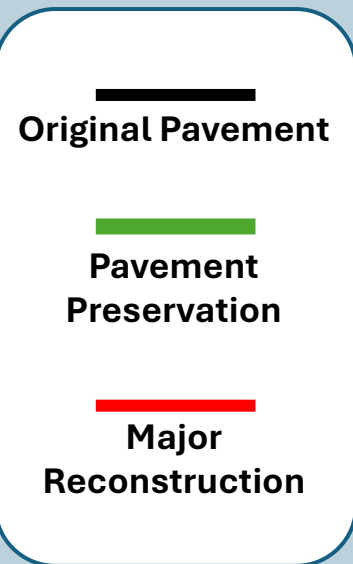
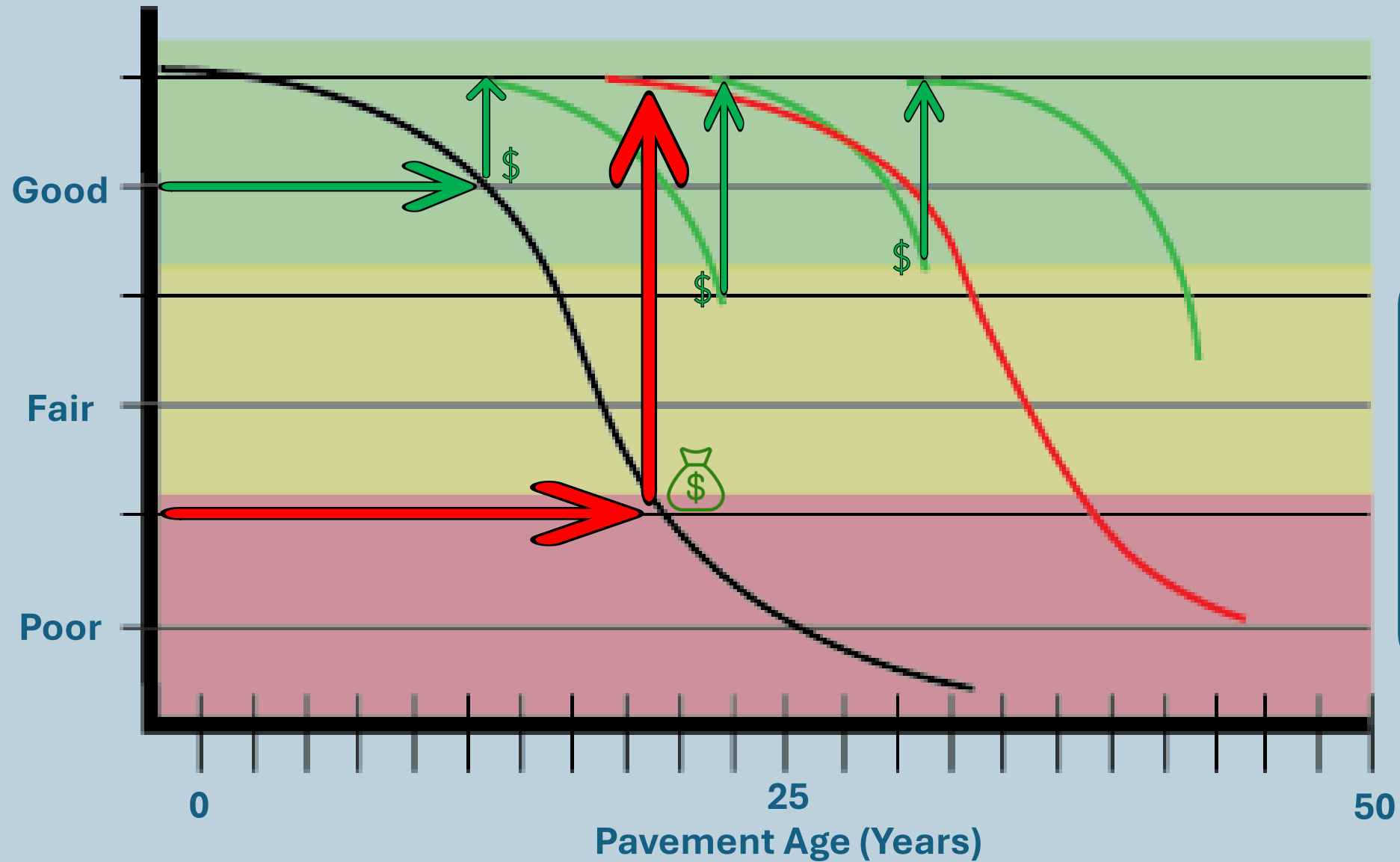
Mill & Overlay – 69.7 years



Full Reconstruction – 303.4 years



Pavement Conditions Index (PCI)



OUR CURRENT SITUATION



Treatment Needed

— Mill & Overlay

— Slurry & Micropave

Treatment Needed

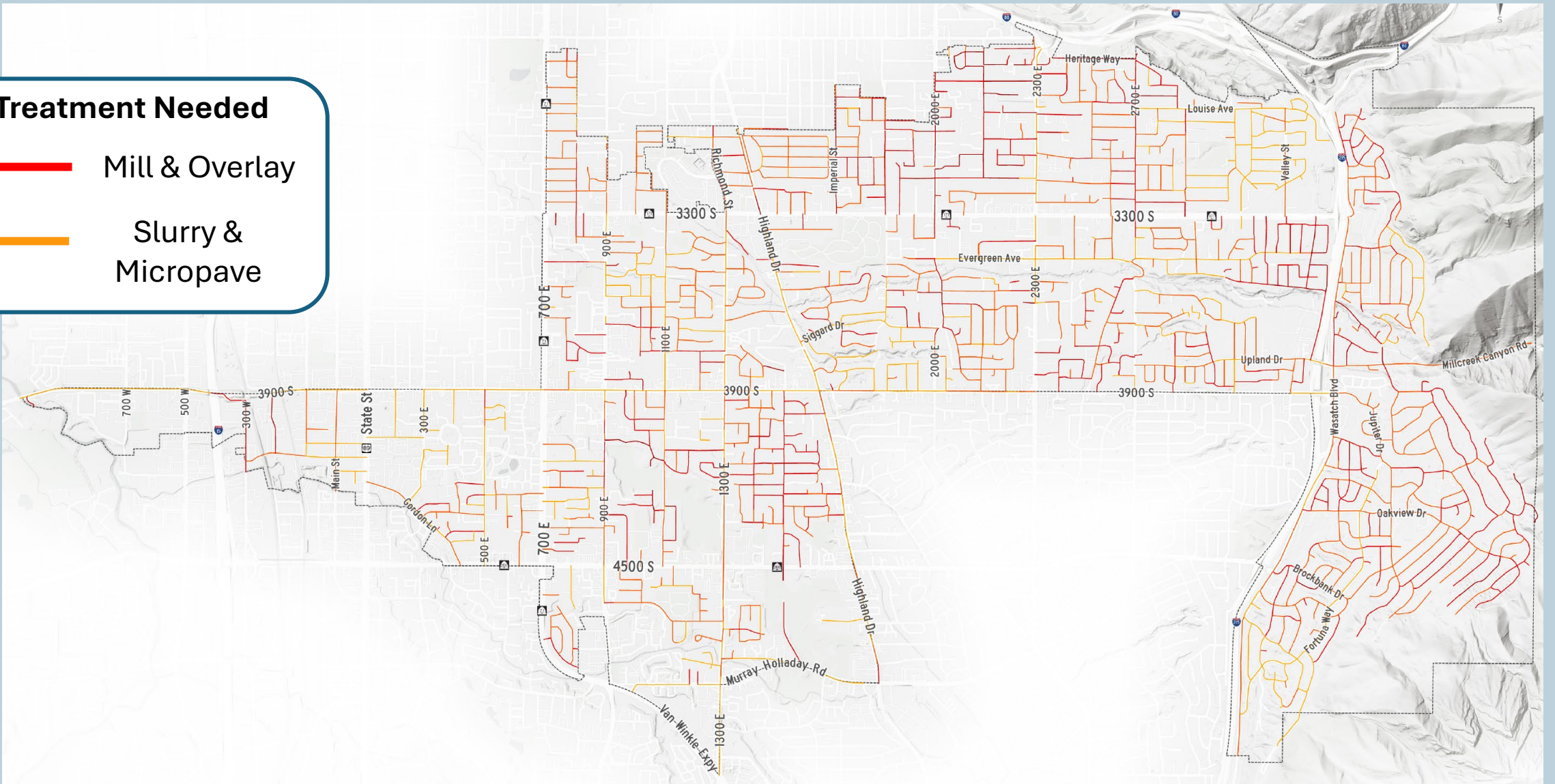
— Mill & Overlay

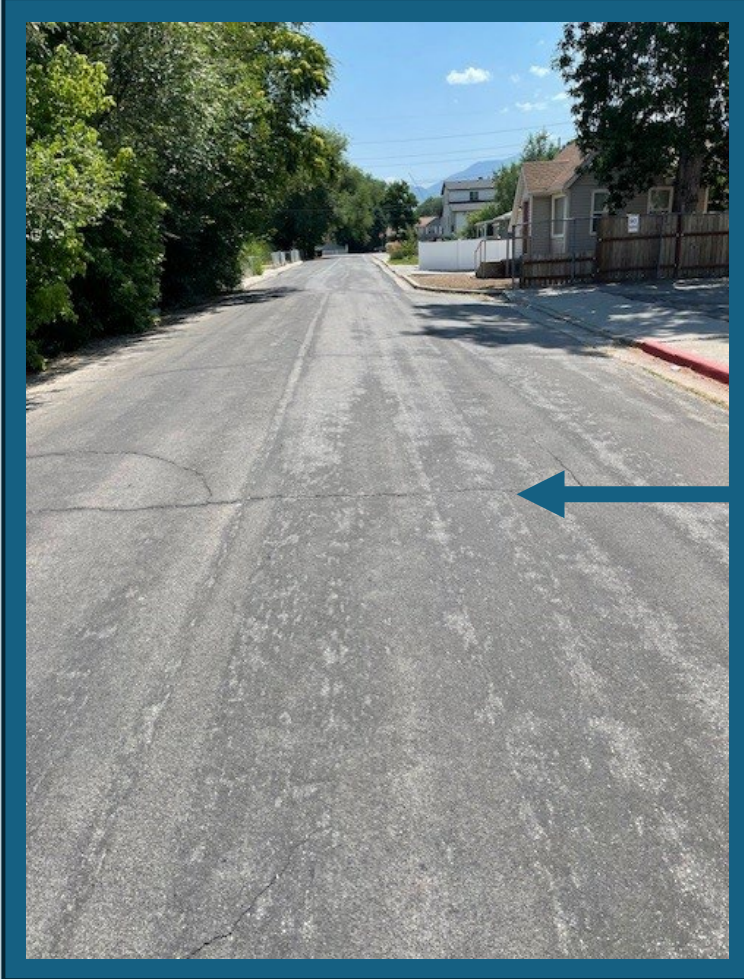
— Slurry & Micropave

Treatment Needed

— Mill & Overlay

— Slurry & Micropave





Street Name: Spring View Drive

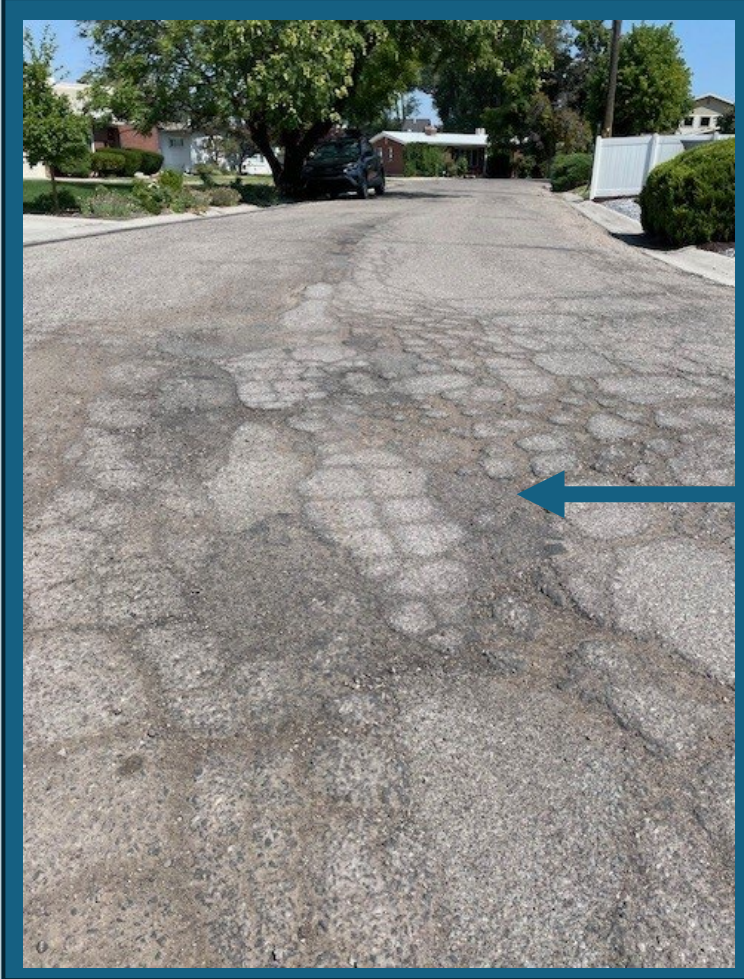
Condition: Pavement preservation

Preservation Type: Slurry seal

Timeframe: 3-4 years

Notes:

- Not high priority roadway
- Exposed cracks
- If not maintained, will need a full mill & overlay in 5 years



Street Name: Marvian Drive

Condition: Major rehabilitation

Preservation Type: Full rebuild

Timeframe: **URGENT**

Current Notes:

- Beyond repairable
- Not high priority roadway
- Not enough budget

Limitations



Labor cost
with SLCounty



Scheduling
issues



50+ years to
address all
our roads

Pavement Funding Options

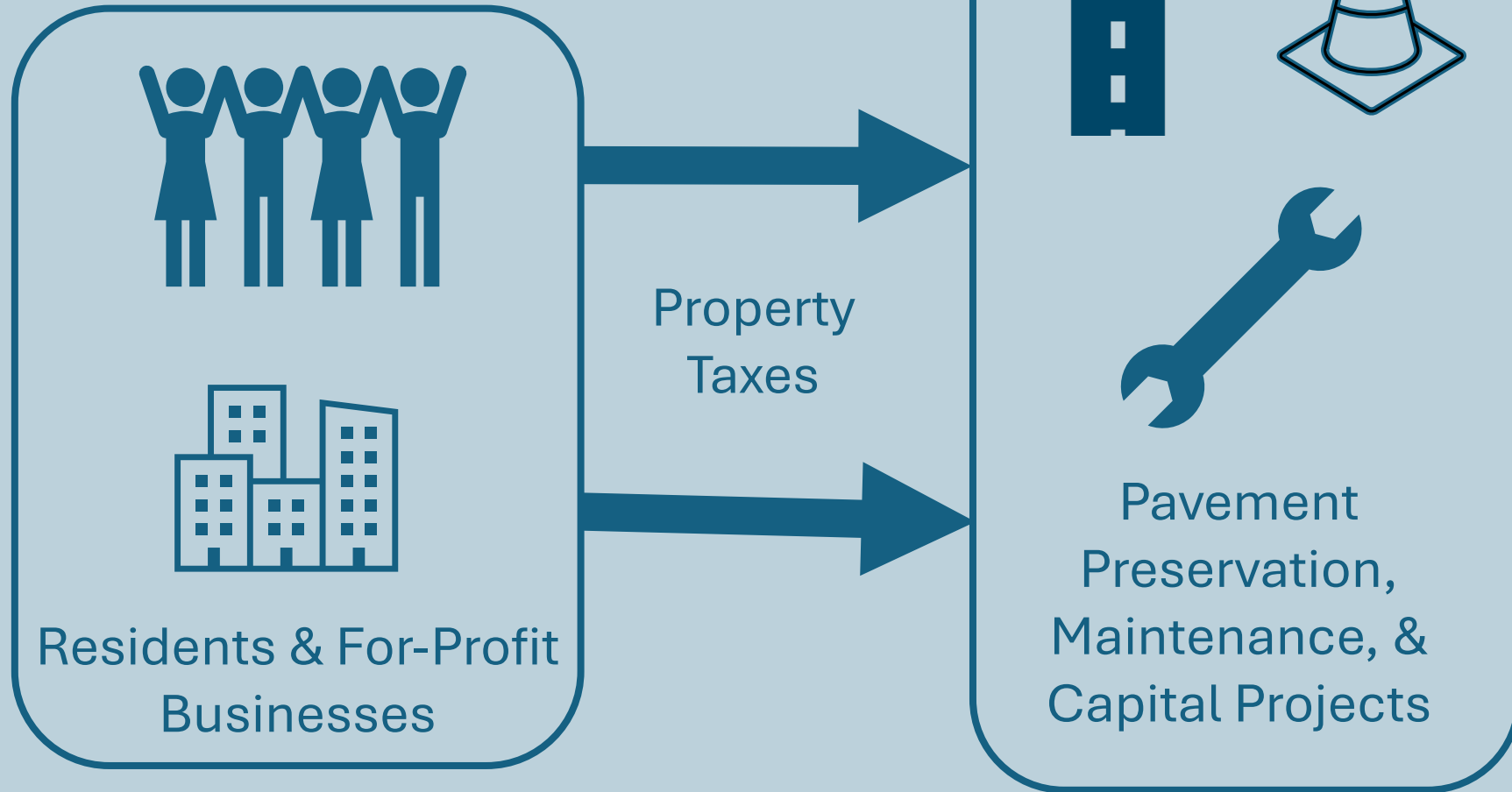


Bonds



Transportation Utility
Fee (TUF)

Bonds



Issues with Bonds



Primarily impacts
residents

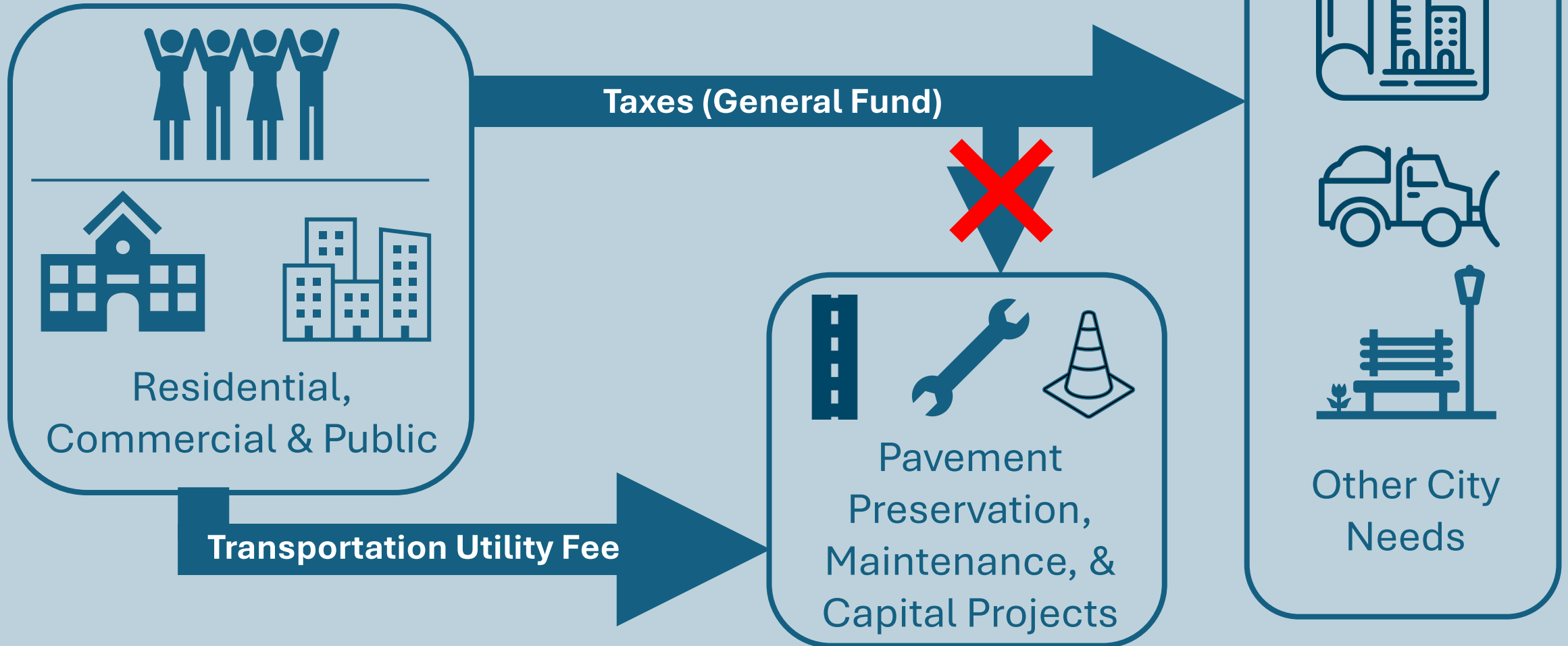


Interest



Exhaust
bond after
3–5 years

Transportation Utility Fee



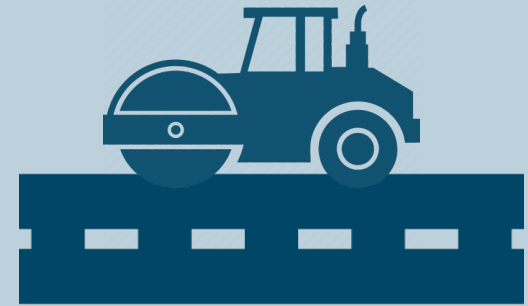
Perks with TUF



Users contributes &
shared responsibility



No SLCounty
limitations



More consistent
maintenance
projects



Provo



Provo

Transportation Utility

Transportation Utility	Actual FY 2021	Actual FY 2022	Actual FY 2023	Original Budget FY 2024	Adjusted Budget FY 2024	Tentative Budget FY 2025
Revenue						
Charges for Services	\$ 2,228,255	\$ 2,194,847	\$ 2,194,715	\$ 2,289,000	\$ 2,289,000	\$ 2,340,000
Investment Income	57	62	6,468	-	-	-
Total Revenue	<u>2,228,312</u>	<u>2,194,909</u>	<u>2,201,183</u>	<u>2,289,000</u>	<u>2,289,000</u>	<u>2,340,000</u>
Expenditure						
Utility Transportation	\$ 1,946,301	\$ 2,429,413	\$ 2,698,397	\$ 2,280,000	\$ 2,288,475	\$ 2,300,000
Total Expenditure	<u>1,946,301</u>	<u>2,429,413</u>	<u>2,698,397</u>	<u>2,280,000</u>	<u>2,288,475</u>	<u>2,300,000</u>
Net Change in Fund Balance	282,011	(234,504)	(497,214)	9,000	525	40,000
Beginning Fund Balance	535,969	817,980	583,476	86,262	86,262	86,787
Ending Fund Balance	817,980	583,476	86,262	95,262	86,787	126,787

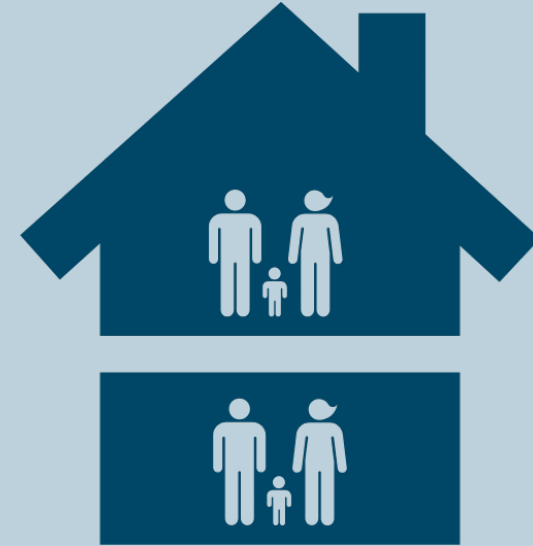


Provo (Residential)

**2013-2024*



Single Family
\$3.68



Multifamily
\$2.21

Provo (Commercial)

*2013-2024



Commercial A (<100 Trip)
\$9.98



Commercial C (200 - 599 Trip)
\$79.28



Commercial B (100 - 199 Trip)
\$26.36



Commercial D (600+ Trip)
\$236.78

Provo (Public)

*2013-2024



Public Use A (<300 Trips)
\$21.53



Public Use B (≥ 300 Trips)
\$96.08

Next Steps



Transportation Utility
Feasibility Study



Introduce Study to
City Council



Communication
Outreach Plan

Questions?





CARNEGIE HERO FUND COMMISSION

436 Seventh Ave., Suite 1101 Pittsburgh, PA 15219-1841
412-281-1302 | 1-800-447-8900 | fax: 412-281-5751 | carnegiehero.org

News release

For release: March 25, 2024

**Contact: Jewels Phraner
Director of Outreach & Communications
951-294-7285**

17 RECOGNIZED BY CARNEGIE HERO FUND FOR SAVING OTHERS FROM PERIL

The Carnegie Hero Fund is honored to recognize 17 individuals, including a trained water rescuer who entered a capsized boat when other professional rescuers were unable, a recreational rock climber who ascended slick sandstone to save a badly injured BASE jumper in Utah, and a 40-year-old delivery driver who ran into a gunfight to drag a wounded police officer to safety in Texas.

All the men and women recognized today, in acts of extraordinary heroism, risked serious injury or death to save others. This is the Hero Fund's first award announcement for 2024. Each individual will receive the Carnegie Medal for Heroism, North America's highest honor for civilian heroism.

Other rescuers this quarter include a college wrestler that pulled an attacking grizzly bear off his friend to then be attacked himself, a woman who put herself between another woman and four attacking pit bulls, and a man who rammed his tractor into a burning home to remove the woman unconscious inside.

The Carnegie Medal is given throughout the U.S. and Canada to those who enter extreme danger while saving or attempting to save the lives of others. With this announcement, the Carnegie Medal has been awarded to 10,422 individuals since the inception of the Pittsburgh-based Fund in 1904. Those in public safety vocations must go beyond their line of duty to be considered. Relevant training or specialized skills on the part of the rescuer are considered against the requirement of extraordinary risk.

Each of the recipients or their survivors will receive a financial grant. Throughout the 120 years since the Fund was established by industrialist-philanthropist Andrew Carnegie, \$45 million has been given in one-time grants, scholarship aid, death benefits, and continuing assistance.

The awardees are:

Jeffrey A. Hilke, Jefferson City, Missouri

Scott E. Duncan, Kansas City, Missouri

River Barry, Millcreek, Utah

Robert J. Selfridge III, Harvey Cedars, New Jersey

Bruce J. Lake, Truro, Nova Scotia

Kendell Bybee Cummings, Evanston, Wyoming

Junyi Liu, Comox, British Columbia

Ashley Harkins, Westbrook, Connecticut

Stephen Harder, Quincy, Washington

John Phillip Lally, Jr., Houston

Jeffrey Tanner, Lima, New York

Wegayewu S. Faris*, Coralville, Iowa

James John Vlacich, Ridge, New York

Michael Louis Lesan, Cincinnati

Robyn Handley, Florissant, Missouri

Tawny Hinton*, Bentonville, Arkansas

Jakob Thompson, Lantana, Florida

*deceased

To nominate someone for the Carnegie Medal, complete a nomination form online or write to the Carnegie Hero Fund Commission, 436 Seventh Ave., Suite 1101, Pittsburgh, PA 15219. More information on the Carnegie Medal and the history of the Carnegie Hero Fund Commission can be found at carnegiehero.org. Follow us on Facebook: facebook.com/carnegiehero, Instagram: @carnegiehero, and Twitter: @carnegie_hero.

Jeffrey A. Hilke and Scott E. Duncan

After hearing screams at an April 21, 2021, private service in the chapel of an Eldon, Missouri, funeral home, funeral director **Jeffrey A. Hilke**, 47, of Jefferson City, responded. He saw a tall, large man, 55, brandishing a handgun. The man had entered his father's service and attempted to force outside a woman, 51, who was also attending the service with her three children. Hilke ran to the assailant, pushed him against a wall, and grasped the weapon. **Scott E. Duncan**, a 51-year-old maintenance technician of Kansas City, Missouri, who was attending the service, also responded, running to the assailant, who outweighed him. He also grasped the gun. The three men struggled for control of the weapon, while others, including the woman, fled the building. The men fell to the floor, with Hilke at the bottom of the pile-up, gasping for air. The gun fired, and the bullet hit the floor. The gun's magazine fell out of the gun, but the assailant reached for a fully loaded magazine in his pocket to reload. Duncan pushed the assailant's arm to the ground and held it there to prevent him from reloading. Police responded and still the assailant wouldn't release the gun. A responding officer stepped on the assailant's hand and sprayed pepper spray at him, until he released the weapon. The assailant was taken into custody, convicted, and sentenced to 34 years in prison. Hilke suffered a broken sternum and bruised ribs from the incident. The woman, Duncan, and others in the room were not injured.

River Barry

A 39-year-old BASE jumper hung by his parachute 70 feet above the ground on Nov. 26, 2022 in Moab, Utah. He had jumped from the top of the 400-foot cliff, but his parachute deployed in the wrong direction, slammed him into the cliff face, and then got caught on an outcropping, leaving him badly injured and dangling. Thirty-year-old **River Barry**, who was in the area to go mountain biking, was flagged down by the man's friend asking if anyone had climbing gear. Barry, a mental health therapist of Millcreek, Utah, went to the scene and used her own climbing gear and recreational experience to ascend a crack that ran up the side of the cliff directly below the injured man. No one had climbed the crack before and locals referred to the sandstone on the cliff as "slick rock" for its slippery conditions. With the help of the man's friend belaying her from the ground, Barry climbed to a point above the man and clipped her harness to his. She cut away his parachute and descended to the ground, bearing the man's weight, to waiting rescuers. The man suffered a compound fracture of his leg and underwent extensive physical therapy. Barry was not injured.

Robert J. Selfridge III

"This could be a one-way trip," one eyewitness told rescuer **Robert J. Selfridge III**, 58, of Harvey Cedars, New Jersey, before he dove into the Barnegat Inlet on Aug. 7, 2022, to rescue a 4-year-old and her mother who were trapped inside the cabin of a capsized boat sinking off the Jersey coast. He was the

fourth trained and experienced rescuer to attempt to swim under the gunwale of the boat and enter the cabin, but cold water, and limited visibility thwarted the efforts of the other three. Four-year-old Ryleigh Krause sat on her mother's shoulders, and they both kept their heads above water in an air pocket inside the cabin. As the boat sank, the air pocket shrank and water rose to the mother's chin. Selfridge, an off-duty EMT and volunteer lifeguard, arrived at the scene on a WaveRunner to find rescuers using towboat lines to attempt to right the 23-foot-long boat. After determining those efforts were not working and racing against the setting sun, Selfridge told other rescuers "We gotta go under" and, borrowing a diving mask and taking several deep breaths, submerged, swimming under the gunwale and into the cabin. Maneuvering around broken railings and debris, Selfridge took Ryleigh from her mother, told her to take a deep breath, and, carrying her, swam out of the cabin, out from under the boat, and surfaced, the mother following. Selfridge sustained a broken finger but no life-threatening injuries.

Bruce J. Lake

Holli J. Robertson, 20, was swimming with friends on Aug. 19, 2023, in the Broad River in Fundy National Park near Alma, New Brunswick, when she lost her footing and was pulled into an area of turbulent water. She attempted to move to safety, but whirling currents trapped her in the 8 feet of water. She held onto a large boulder to keep the currents from sucking her underwater. In another party hiking in the area, off-duty police officer **Bruce J. Lake**, 48, from Truro, Nova Scotia, saw Robertson struggling. Lake and another man in his party positioned themselves downstream and told her to let go of the boulder. She did and immediately submerged. When she did not resurface immediately, Lake jumped into the water, feeling around for Robertson, and then, after finding her, grasping her arm. Lake kicked and used his free arm to swim to the surface and pushed Robertson, toward the bank from which Lake had jumped, where another woman grabbed her hand. Lake felt himself being pulled back into the strong current when Robertson grasped his hand and the two were pulled to the boulder together. Both were assisted from the water. Robertson had swallowed water and sustained lacerations to her body; Lake was nearly exhausted and sustained a laceration to his elbow. They recovered.

Kendell Bybee Cummings

A group of four college students were hiking a mountain in a remote area of the Shoshone National Forest in Cody, Wyoming, on Oct. 15, 2022. Almost immediately after friends **Kendell Bybee Cummings**, 19, and Brady R. Lowry, 21, discovered fresh bear scat, a grizzly bear came out of the nearby woods and attacked Lowry, striking him with its paws and knocking him to the ground. The bear bit his arm, fracturing the bone. Running from about 60 feet away Cummings, of Evanston, Wyoming, moved to a point about 20 feet behind the bear as it continued to attack Lowry. Cummings shouted and threw rocks and sticks at the bear, but it did nothing to deter the animal from continuing its attack. Cummings then ran up behind the bear where he pulled on its ear and fur to disrupt its attack on Lowry. The bear swung its head around and pursued Cummings as he ran, while Lowry left the scene to get help. The estimated 450-pound grizzly bear then attacked Cummings twice, biting him numerous times in his arm, leg, and head, before it eventually walked away. Lowry managed to get a cell phone signal and called 911 before meeting the two other friends. They searched for Cummings, eventually meeting him as he descended. They carried him part of the way as they walked to a road at the bottom of the mountain. Lowry and Cummings were taken to a hospital to be treated for their injuries. Lowry suffered a fractured arm and puncture wounds to his body. Cummings sustained puncture wounds to his arms, legs, head, and face. Both were scarred extensively and Lowry's wrist continued to heal.

Junyi Liu

On May 20, 2023, a 76-year-old woman pulled into a Comox, British Columbia, gas station and struck a gas pump. Flames erupted at the front end of the car. Inside the station, co-owner **Junyi Liu**, 41, of Comox, immediately turned off the electrical breakers to the gas pumps, but about 1 gallon of gas in the fuel pump hose also caught fire. Within seconds, the heat from the fire burned off the rubber nozzles on a nearby propane dispenser, spilling propane onto the woman's vehicle, which accelerated the fire. Flames quickly reached 10 feet high. Liu ran out of the store with a fire extinguisher, but the extinguisher's pin was too tight and would not work. He ran to the car and opened its front, passenger door but he could not reach the car's driver. A bystander joined in the efforts to help, while Liu ran to the driver's-side door, nearest the flames, just as the woman began opening the driver's door. With flames reaching the ceiling of the carport, Liu pushed open the door the rest of the way and picked up the woman, carrying her to safety. Within 10 seconds from the time of the crash, flames engulfed the fuel station's entire carport. The woman was in shock and had suffered minor burns to her face but recovered. Liu suffered minor burns to his hand and arm but did not seek treatment.

Ashley Harkins

A suicidal woman in her early 60s had climbed a 10-foot safety fence on the Baldwin Bridge in Old Lyme, Connecticut, on Nov. 27, 2023, and sat on a 9-inch-wide concrete ledge 80 feet above the Connecticut River. **Ashley Harkins**, 37, a police sergeant from Westbrook, Connecticut, had finished her shift and was off-duty but responded to the 911 call along with another sergeant. The other sergeant attempted to talk to the shivering woman while Harkins scaled the fence behind her with no safety equipment or ropes. She descended the other side to the narrow ledge, scooted a few feet toward the woman, and then maneuvered to have one arm and one leg on either side of her. She gripped the fence and secured the woman to the fence with her body to keep her from falling. Harkins helped place the woman's foot on her thigh for leverage while she grasped the fence with one hand. Harkins pushed the woman up by her foot so she could climb the fence to waiting officers. The woman was cold from exposure to wind and temperatures in the low 50s but was otherwise uninjured. She was taken to a hospital for emergency mental health evaluation. Harkins was not injured during the incident.

Stephen Harder

A fire broke out in the early morning hours of Jan. 10, 2023, in the Quincy, Washington, home of a 67-year-old woman who suffered from long-term illnesses and utilized home oxygen. The woman was unresponsive on the kitchen floor of her one-story house after a fire ignited in the living room, where there were oxygen cylinders. Her daughter retreated outside, called 911, and told the dispatcher that her mother remained inside. Before firefighters responded, on-duty police officer **Stephen Harder**, 38, from Quincy, and an accompanying detective, arrived on the scene and saw smoke issuing from the house. Harder, who was a former firefighter, opened the front door and saw flames in the living room. He and the detective went to the rear door of the house and opened it to smoke filling a hallway from the ceiling to a point about 18 inches off the floor. Harder and the detective crawled along the narrow hallway and turned into the kitchen. He found the woman unresponsive on the ground with the flames about 10 feet away. He grabbed her and pulled her to him. Crawling backward with her, he entered the hallway. The detective by then had returned to the rear porch for fresh air after she was overcome by the smoke. Harder pulled the woman to the doorway, where he was helped by the detective to carry the

woman from the house. Outside, the woman was revived, and she was taken to a hospital. Harder and the detective both inhaled smoke but were medically cleared at a hospital.

John Phillip Lally, Jr.

A Nov. 11, 2023, shoot-out on a Houston freeway left one police officer shot and others immediately seeking cover after a 19-year-old man crashed a stolen vehicle and then opened fire on the pursuing police. Officer Jonathan Gibson, 29, had approached the car and ordered the driver out of the car, when he was shot in the left leg. Gibson attempted to hobble away as his partner provided cover and shot at the stolen car from their police cruiser. **John Phillip Lally, Jr.**, a 40-year-old delivery truck driver from Houston, was stopped on the freeway. Lally exited his truck and saw Gibson fall, unable to seek cover from the shooting. Amid the gunfire, Lally shouted to Gibson and told him to come toward him as he moved closer. Another officer reached Gibson and dragged him by his ballistic vest about 25 feet as Lally approached. Lally grasped Gibson's vest while he walked backwards with the other officer, and pulled Gibson about 40 feet to cover behind Lally's truck. The assailant was shot by police and later died. Gibson was admitted to a hospital and was released a few days later. Lally was not injured during the incident.

Jeffrey Tanner

On Nov. 9, 2021, Cynthia Chambery, 67, was in a bedroom of her one-story house in Lima, New York, when a fire broke out in the basement. Her husband told police he smelled smoke in the garage and exited. Neighbor **Jeffrey Tanner**, 48, a technical solution manager, was outside his home when he saw smoke coming from Chambery's residence. Tanner drove to the scene and saw flames in the home's garage immediately. Concluding there was no safe way to enter the residence, with heavy smoke and floor-to-ceiling flames inside, Tanner suggested using his tractor and a sledgehammer to break through the bedroom wall from the outside and then rushed home to get the tools. He rammed the front end of his tractor into the exterior wall several times and then used the sledgehammer to break the interior wall, creating a hole about 3 feet wide. A state police fire investigator said the basement, below the bedroom, was likely on fire when Tanner entered the home; the heat was blistering. Moving furniture aside, Tanner crawled into the room and found Chambery, unconscious with her upper body hanging off her bed. Tanner grasped her arm to pull her from the bed. Pulling her by her clothes, he crawled with her, inches at a time, toward the opening until they made it outside. A state trooper who had arrived helped Tanner move Chambery a safe distance from the house. The trooper performed CPR until an ambulance arrived, where she was taken to a hospital, and later died from smoke inhalation. Tanner sustained burns to his arm and was left with scarring.

Wegayewu S. Faris, deceased

A father was fishing at a bank of the Iowa River on Aug. 5, 2022, in Lone Tree, Iowa, when an 8-year-old boy entered the water and, after he waded out deeper, struggled to swim. High school custodian **Wegayewu S. Faris**, 42, of Coralville, Iowa, tossed aside his fishing rod and entered the water after him. Faris waded and swam until he eventually reached the boy, and he put him on his back. Then he, too, struggled in the current. Faris and the boy were separated as the two were drawn toward the middle of the river. A kayaker in the river heard calls for help and saw the boy bobbing in the water. The kayaker paddled upriver and reached the boy, who by then was unconscious and not breathing. After performing chest compressions, the boy coughed up water, and the kayaker paddled him to shore and returned to

the vicinity to search for Faris. The boy's father also had entered the water at one point and safely returned to shore. The kayaker searched for several minutes for Faris but was unsuccessful. The boy was revived on the shore and taken to a hospital, where he recovered and was released the next day. Firefighters recovered the body of Faris an hour after the incident began. He had drowned.

James John Vlacich

A 53-year-old woman was inside her Ridge, New York, home when a fire broke out in her living room on Jan. 20, 2022. The woman had poor mobility related to several health conditions. Her neighbor, 51-year-old machinist **James John Vlacich**, was preparing for work when he noticed smoke and flames coming from the woman's home. He called 911 before he took a fire extinguisher from his garage and ran across the street. He encountered the woman's roommate outside, who informed him that the woman was still inside. Vlacich approached the home and called for the woman as he attempted to extinguish flames coming from the front door, but ultimately the flames continued to burn. Vlacich ran to the home's rear door, which entered into a sun porch. Vlacich then moved through the sun porch before entering a sliding door that connected the sun porch to the home's kitchen, where he encountered black smoke from floor to ceiling. He called out to the woman, who replied and said she could not see anything. Vlacich used the fire extinguisher to briefly clear the smoke and allowed him to see the woman, who was lying on the floor between the living and dining rooms, before the smoke blocked his view. His extinguisher now empty, he discarded it. Smoke forced Vlacich back to the doorway. He went to his hands and knees and crawled 18 feet to the woman. Grasping her by the ankles, he dragged her while retracing his steps. At the sliding door, he stood and cradled the woman, carrying her through the sun porch to safety outside. Emergency personnel arrived shortly and took the woman to the hospital, where she was treated for second- and third-degree burns, but she recovered. Vlacich was nearly physically exhausted but did not require medical treatment.

Michael Louis Lesan

Two teenage girls were swimming on June 22, 2023, in the Atlantic Ocean off of Edisto Beach, South Carolina, when they were caught in a rip current and struggled to swim. Wind gusted up to 28 m.p.h., creating 6-foot waves and choppy water. As the older of the two girls was carried out farther from shore, financial advisor **Michael Louis Lesan**, 41, of Cincinnati, was on the beach with his family when he spotted the girls. He entered the ocean and swam about 120 feet to the older girl, who was bobbing in the strong waves. Lesan reached her and grasped her by the arm. He started to swim toward shore as waves crashed over them, being pushed and pulled. The girl submerged with Lesan twice, and he began to tire. Once both could stand close to shore, the girl walked out of the water on her own. Lesan walked, then crawled a few feet to exit the water. The girl vomited water on the beach while Lesan was nearly exhausted. Both recovered.

Robyn Handley

On Dec. 22, 2020, a 72-year-old woman was out for a walk in a Florissant, Missouri, neighborhood, when four pit bull dogs attacked her on a sidewalk. The dogs knocked her to the ground, mauled her, bit into her body and limbs, and tore off parts of her scalp. Several houses away across the street, assembly worker **Robyn Handley**, 64, of Florissant, heard the woman's screams and ran barefoot about 150 feet to the woman. She advanced quickly, waved her arms, and shouted at the dogs as they continued to attack the woman. Handley shielded the woman with her own body as the dogs eventually dispersed,

circling in a yard nearby, and she yelled for help. A second woman, 67, heard the screams for help and was approaching the scene from the opposite direction when she was immediately attacked by the dogs. She was knocked to the ground and the dogs began to bite her legs. Handley moved away from the first woman and advanced on the group of dogs again, waving her arms and driving the dogs away. The attack ended when one dog ran off and the others followed. With all the dogs dispersed, another neighbor arrived and loaded the severely injured first woman into his car to await medics. The first woman suffered extensive wounds to her scalp, severe damage to her eye and face, and deep leg wounds. She underwent multiple surgeries and continues to recover. The second woman was also treated for bite wounds to her legs. Handley suffered no injury during the incident. The dogs attacked two other people in another neighborhood. Eventually one dog was hit by a car and killed and the other three dogs were secured and euthanized.

Tawny Hinton, deceased

Two 11-year-old boys were playing near a retention pond in Bentonville, Arkansas, on Aug. 29, 2022, when the one of them slipped into the water and was pulled through a concrete drainage pipe. The boy's brother entered the water and reached out to grasp him before the current caused him to lose his footing. He returned to the bank and ran for help. Bentonville social worker **Tawny Hinton**, 47, was with the boys' mother at their nearby apartment when the brother told them the boy entered the water and submerged. Hinton and the mother ran to the pond, where both entered the water. Hinton waded, then swam in murky water to a fast-moving area near the pipe entrance close to where the boy was last seen. She then submerged to search for the boy before she, ultimately, did not resurface. The mother of the boys attempted to reach Hinton before she was forced to exit the pond from the strength of the current. Emergency personnel located the boy in a drainage ditch about 500 yards away. He was taken to the hospital, where he was later pronounced dead from drowning. Hinton was located unresponsive 50 feet away from the pond in a storm drain beneath a manhole. She was taken to a hospital, but never regained consciousness before life support was withdrawn five days later. Hinton died of cardiac arrest and complications from drowning.

Jakob Thompson

A 35-year-old woman entered the Boynton Inlet near Ocean Ridge, Florida, on Nov. 30, 2023. The inlet is flanked by seawalls making exiting the water extremely difficult. Additionally, a strong, outgoing tide was carrying her rapidly toward the Atlantic Ocean. This location was known for high water velocities and according to a local fire lieutenant, is "one of the most dangerous inlets in South Florida." The woman struggled to swim in the 17-foot-deep water. High school student **Jakob Thompson**, 17, from Lantana, Florida, was nearby when he saw a group of people unsuccessfully trying to help the woman. He drove to the scene, removed his shirt, took a running jump from the seawall, and landed feet-first in the water. He swam about 90 feet to the woman, intercepted her, and secured her around the chest. She was breathing heavily and nearly exhausted, but she did not struggle. Jakob then towed the woman with one arm back to the same seawall, which was now more than 200 feet from where he jumped into the water. He held her to the wall until two men responded to pull her to safety atop the wall. Jakob then exited on his own. First responders arrived and took the woman to a hospital. Jakob had minor cuts on his hands and feet from the barnacles covering the seawall.

PURPOSE AND SCOPE OF THE CARNEGIE HERO FUND COMMISSION



ESTABLISHED APRIL 15, 1904, BY ANDREW CARNEGIE, the Carnegie Hero Fund Commission was created to recognize outstanding acts of selfless heroism performed in the United States and Canada. The Commission awards the CARNEGIE MEDAL to those who risk death or serious physical injury while saving or attempting to save the lives of others.

The single event that stimulated Mr. Carnegie to organize the Fund was the Harwick mine disaster near Pittsburgh in January 1904, which claimed 181 lives. The victims included an engineer and a miner who went into the stricken mine in a valiant attempt to rescue others. The tragedy and the sacrifices so moved Mr. Carnegie that he promptly took action on his then-novel idea of honoring and helping “heroes of civilization.”

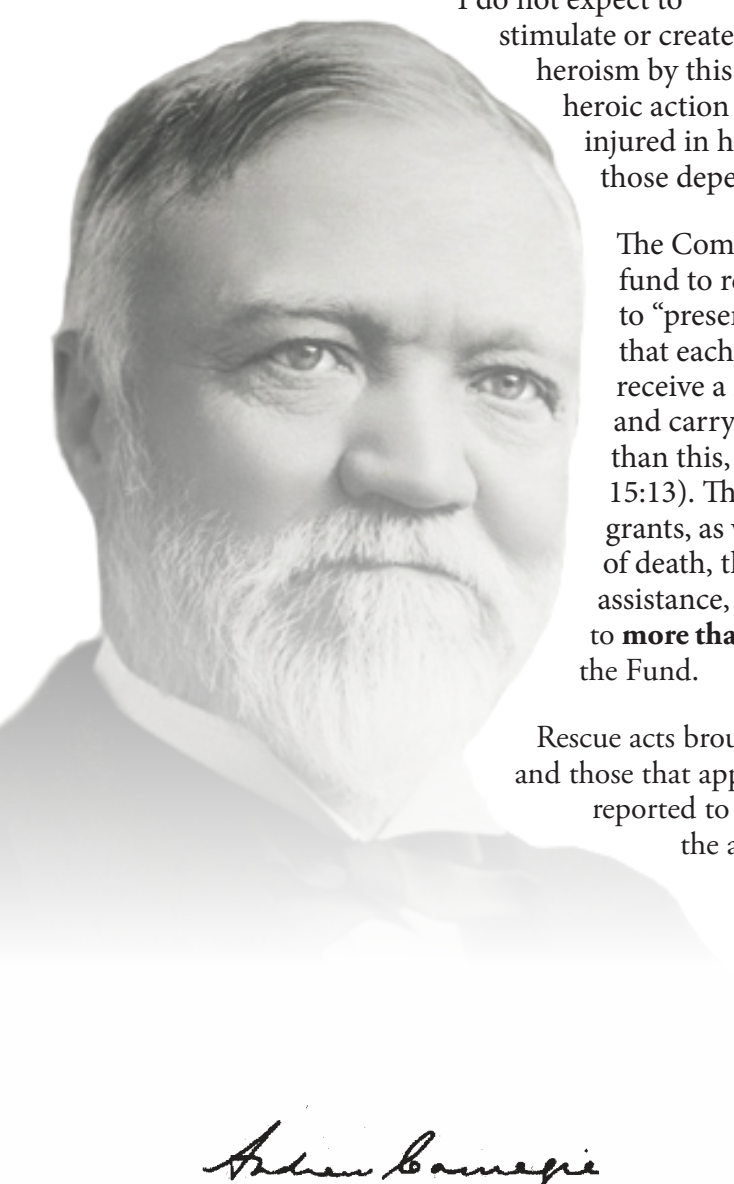


“I do not expect to stimulate or create heroism by this Fund,” Mr. Carnegie wrote, “knowing well that heroic action is impulsive. But I do believe that, if the hero is injured in his bold attempt to serve or save his fellows, he and those dependent upon him should not suffer pecuniarily.”

The Commission’s Deed of Trust established a \$5 million fund to recognize persons “in peaceful vocations” who act to “preserve or rescue their fellows.” Mr. Carnegie specified that each hero to be recognized, or the next of kin, was to receive a medal, reciting the heroic deed it commemorated and carrying the Biblical quotation: “Greater love hath no man than this, that a man lay down his life for his friends” (John 15:13). The Commission was empowered to make monetary grants, as well. Given to the heroes or the next of kin in cases of death, the grants include continuing support, scholarship assistance, and death benefits. Nearly **\$45 million** has been given to **more than 10,000** awardees or their survivors over the life of the Fund.

Rescue acts brought to the Commission’s attention are carefully evaluated, and those that appear to have award potential are then investigated and reported to the Commission for decision. To bring an act of heroism to the attention of the Commission, visit the Commission online.

The Commission is a private operating foundation, classed as a charitable organization under Section 501(c)(3) of the IRS Code. Visit the Commission’s website for further information, including an in-depth history of the organization and summaries of recently awarded cases: carnegiehero.org



Andrew Carnegie



facebook.com/carnegiehero



twitter.com/carnegie_hero

River Barry

 carnegiehero.org/hero-search/river-barry



Millcreek, UT

River Barry rescued a man from falling from a cliff face, Moab, Utah, November 26, 2022. During a BASE jumping festival, the 39-year-old man leapt from a 400-foot cliff when his parachute opened in the wrong direction, causing him to slam into the cliffside, breaking his leg. He then plummeted until his chute was caught on an outcropping of rock, where he dangled about 70 feet from the ground. Barry, a 30-year-old mental health therapist and recreational rock climber, ran to the scene and used her climbing gear to ascend a crack, up to a foot wide, that ran up the side of the cliff to directly below the man. With the BASE jumper's friend belaying her, Barry climbed to a point above the man, clipped him to her harness, cut away his parachute, and descended to the ground bearing the man's weight with the help of the belayer to waiting rescuers. The man suffered a compound fracture of his leg, for which he underwent extensive physical therapy. Barry was unhurt.

Millcreek City Hall
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov



Planning & Zoning
(801) 214-2700
planner@millcreekut.gov

ZM-24-004

City Council Staff Report

(Second Reading)

Meeting Date: 8/12/2024

Applicant: Chase Freebairn

Re: Request to Rezone Property

Property Address: 950 East Grape Ivy Way

Zone: From R-2-8 to R-M

Prepared By: Brad Sanderson, AICP
Planning Project 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 recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST AND SYNOPSIS

The applicant is proposing to rezone 1.44 acres of property generally located at 950 E Grape Ivy Way from the Medium Density Residential (R-2-8) Zone to the Multifamily Residential (R-M) Zone.

The Applicant has been working with City Staff to formulate additional terms to be considered as part of a development agreement. Such terms are to ensure certain development criteria is implemented, addressing the improvements of the private lane and other unique aspects of this development which are not clearly addressed by traditional Millcreek development standards and codes. The applicant is agreeable to the terms set forth within the attached Development Agreement and recommended Zoning Conditions.

Subsequently, if approved, the Applicant intends to develop the property as a 20 residential unit townhome development, in accordance with Millcreek's zoning and development standards and the terms of the Development Agreement.

GENERAL PLAN CONSIDERATIONS

GOAL N-1: Preserve and enhance the physical elements that define each neighborhood's character.

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

The Subject Property is a new infill development which can be made to be compatible if, the zoning change is accompanied by a development agreement which will help ensure comparable densities, building forms, setbacks, buffering, and other factors.

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

Strategy 1.4: Support development projects in centers and mixed-use corridors that provide a variety of housing types and sizes to serve a range of demographic sectors and meet the needs of residents and families through various life stages and income levels.

If granted, R-M Zone would allow for 20 residential units. The proposal contemplates a variety of housing types, comprising of 1-, 2-, and 3-bedroom units.

EXISTING CONDITIONS & FINDINGS:

1. The Subject Property involves five (5) parcels comprising approximately 1.44 acres. The Subject Property contains three existing residential structures along with other accessory structures, all of which will be removed upon further development of the property.
2. Land Use Designation. The Subject Property is designated as "Neighborhood 2" as outlined within the General Plan, which envisions neighborhoods comprised of "single-family detached homes on smaller lots, duplexes, triplexes, townhomes, and smaller multifamily buildings" This Neighborhood 2 land use specifies densities ranging between 6 and 18 units per acres, within 2-3 story buildings.
3. Zoning. The Subject Property is currently within the R-2-8 Zone. Properties surrounding the Subject Property are within the R-M (north and west), R-2-8 (north), and R-1-8 (east & south) Zones.
4. Surrounding Uses. Properties surrounding the Subject Property primarily consist of similar multifamily residential, with the exception to the property to the immediate south which is an LDS Church and some single-family residential homes.
5. Densities. Based on the property acreage, (1.44 acres), the R-2-8 Zone would allow a total of eight units, whereas the R-M Zone would allow up to 32 units. The applicant is asking for 20 total units which is a density of 13.3 units/acre.
By comparison:
 - a. Properties directly north of the Subject Property have a combined density of 25+ units/acre.
 - b. Properties north and west of the Subject Property have densities of 13+ units/acre.
 - c. Property directly west (Grape Ivy) of the Subject Property is 15 residential units, or 12 units/acre.
 - d. Property south n/a.
6. There is a power substation located further to the east which has large overhead transmission lines which encumber the northern portion of the Subject Property. Due to these transmission lines and

related easements, the northern portion of the property is unsuitable for structures, but might be used for parking, landscaping, etc.

7. Access. The Subject Property is connected to 900 East through a single access. This access is through an existing 30-foot-wide access easement across the northern portion of the Grape Ivy HOA property. Due to anticipated utility installment within the existing road, CW Urban has agreed to replace the existing road with 25 feet of new asphalt along with additional new curb/gutter along both sides. By comparison, thirty feet (30') of width is the same vehicular width as a standard residential road (two travel lanes and on street parking on at least one side). Because other improvements (such as a sidewalk/park strip on the south side) already exist, of fall outside and beyond the 30-foot-wide access easement, the developer would not be replacing or improving those areas as part of this development agreement. Otherwise, the dimensions of the access, once improved, will resemble a typical residential street, per the adopted city standards.
8. Maintenance.
9. If the units are subdivided into individual ownership, the building code may not require a sidewalk connection between the Subject Property and 900 East.
10. The city commissioned a traffic study conducted by Hales Engineering, (a professional third-party traffic engineering firm) for the purpose of discovering traffic related impacts and recommended mitigation measures which may need to be implemented as follows: (see full Traffic impact Study)
 - a. The traffic impact study (TIS) was conducted/completed May 2024 and took into consideration the 20 unit proposed townhome layout along with the existing conditions of Grape Ivy Way, including the intersection of 900 East.
 - b. The TIS identified some improvements/restrictions to Grape Ivy Way pertaining to clear vision site areas, signage, and limited parking.
 - c. The TIS also evaluated the traffic operation performance and level of service (LOS) impacts of the proposed development. Based upon the proposed site plan concept, "Hales Engineering determined that all study intersections are currently operating at acceptable levels of service during the morning and evening peak hours" whereupon "no mitigation measures are recommended" in terms of traffic volumes.
11. Parking stalls have been painted along the south side of Grape Ivy Way access road, however there is no indication that these stalls were ever required. The Grape Ivy HOA meets the previous and current parking code requirements (2 stalls/unit + 0.33 or 0.25 guest stalls/unit). The HOA has two stalls per unit plus 12 onsite surface parking stalls.
12. Although not designated and counted towards the required parking, limited on-street parking may be allowed along portions of Grape Ivy Way.
13. The applicant commissioned a Geotechnical & Geological Hazard Study to analyze soil conditions, water table, and possible hazards such as fault lines, etc. Additionally, Millcreek also retains a third-party consultant who reviewed the soils report and concurred with the recommendation. The Geotechnical & Geological Hazard Study dated April 16, 2024, states: "The subject property does not appear to have geological hazards that could adversely affect the development as currently proposed, with the exception of ground water hazards. As such, the property is considered suitable for development from a geologic hazard perspective, provided that the recommendations presented within this report are incorporated into the design and construction of the proposed residence."
14. Concept Proposal. If rezoned to the R-M Zone, the applicant intends to develop the property as follows:
 - a. Twenty (20) residential townhome style units comprised within four separate buildings per the concept plan provided.
 - b. The proposal includes a variety of 1-, 2-, and 3- bedroom units.

- c. Each unit would include a minimum of 2 car garages.
- d. Open space percentages and amenities shall be as required by the R-M Zone.

RECOMMENDATIONS:

Neighborhood Meeting – The applicant held a neighborhood meeting on March 21st, wherein the HOA asked for the following items: (see attached)

Millcreek Community Council Meeting - The Millcreek Community Council held a meeting on June 4th, whereupon seven of the eleven (7-4) members made a positive recommendation to approve the rezone of the Subject Property from the R-2-8 Zone to the R-M Zone subject to a development agreement, to include the following items:

- e. Limit building heights to 35' tall and require the materials and colors per the concept elevation plans.
- f. Require a new six-foot-tall perimeter privacy fence surrounding the CW Urban development.
- g. Require extra trees along the west side of the subject property, per the concept landscape plan.
- h. Require a minimum 15 side yard building setback along the west property line per the concept site plan.
- i. Require the applicant to plat the units via a subdivision, providing owner occupied housing as a “for sale” product.

Planning Commission Recommendation – The Planning Commission reviewed the application and took comments at a public hearing held June 19th whereupon, they made unanimously recommended to approve application file number ZM-24-004, subject to a Development Agreement as recommended by staff.

Since a development agreement tends to expire within 10 years, it was discussed and recommended that some of the terms listed within the development agreement also be made a zoning condition, which would run with the land.

Staff Recommendation - Based on the findings and conclusions listed above, Staff recommends that the Planning Commission take public comments and recommend the City Council approve application file number ZM-24-004, subject to a Zone Condition limiting the use and density to 20 residential units and a Development Agreement to include the following items listed below, 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.

1. **Uses.** The property shall be limited to no more than twenty (20) townhouse style residential units, comprised within four buildings.
2. **Ownership.** Prior to applying for a building permit, the applicant shall record a subdivision plat, creating individual lots, making each unit available as a “for-sale” product.
3. **Parking.** Each unit shall have a minimum of a two-car garage. Additionally, the Project shall contain and maintain an additional eight (8) surface parking spaces for guests.
4. **Access.** The project shall have secondary emergency vehicular access as shown on the concept plan and as recommended by the Fire Department. The Applicant shall provide engineered plan and profile drawings of

Grape Ivy Way and make the necessary improvements, including along 900 East, according to the Millcreek adopted standards unless as otherwise directed by the City Engineer.

5. **Landscaping and Open Space.** The Project shall provide the open space along with the tree species, location, and.
6. **Setback.** The setback between the building foundation and west property line shall be a minimum 15 feet. All other setbacks shall be compliant with the minimum setback standards listed within the R-M Zone.
7. **Fencing.** A minimum six-foot (6') tall solid decorative masonry fence shall be installed along the south, east, and west property lines. The fence height shall be reduced to three feet (3') tall when located within clear vision site areas, as determined by the City Engineer.
8. **Architecture.** Each building shall incorporate the following design elements.
 - a. **Materials.** Building facades shall consist of high quality, durable, low maintenance materials (i.e., composite siding and trellises, brick, stone, glass.). Each outward facing building façade shall receive equal treatment and distribution of materials.
 - b. **Building Height.** Building shall not exceed thirty-six (36') as measured from original grade. The applicant shall submit a topographical survey of the property prior to building demolition to establish the "original grade".
 - c. **Doors and windows.** Garage doors, if used, shall be located to the side or rear of the building. Buildings shall include one primary pedestrian door oriented towards the street or common area.
 - d. **Porches.** Each building shall include at least a forty (40) square foot covered front porch, which shall be oriented toward the public right of way. Porches may encroach up to five feet (5') into the front yard setbacks.
 - e. **Exterior Lighting.** All exterior light fixtures (excluding public streetlights) shall be shielded and directed downward to prevent outward glare.
9. **Street Lighting.** The developer shall install standard streetlights as part of the development, the quantity and location shall be as determined by the City Engineer.
10. **Utilities.** All utilities, including open ditches as part of a private irrigation system, shall be placed underground or piped, with the appropriate access and maintenance easements, (subject to utility providers approval).

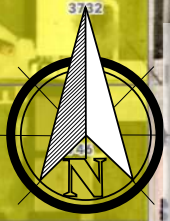
MODEL MOTION

I move that the Planning Commission recommend **approval** of application file number ZM-24-004, subject to a Zone Condition, limiting the use and density to 20 residential units, and a Development Agreement to include all items recommended by Staff.

SUPPORTING DOCUMENTS

- **Zoning Map**
- **Land Use Map**
- **Density Comparison Map**
- **CW Urban's Development Plans (concept only)**
- **Neighborhood Meeting Summary**
- **Development (Agreement Draft)**

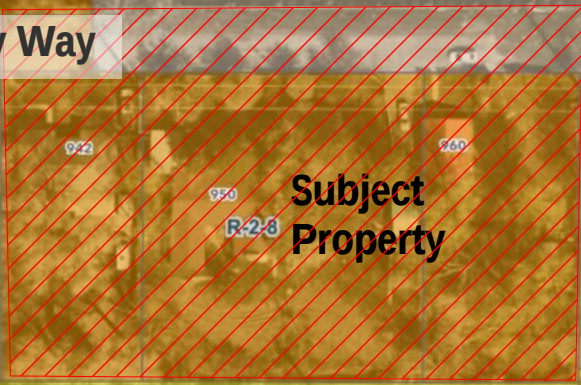
Zoning Map



Carolyn Street

900 East

Grape Ivy Way



Subject Property

R-2.8

980 East

4500 South

< Fri Mar 22 2024 >



Retail / Office

Land Use Map



Carolyn Street

N-1

900 East

N-2

Grape Ivy Way

Subject Property

N-3

Public / Quasi

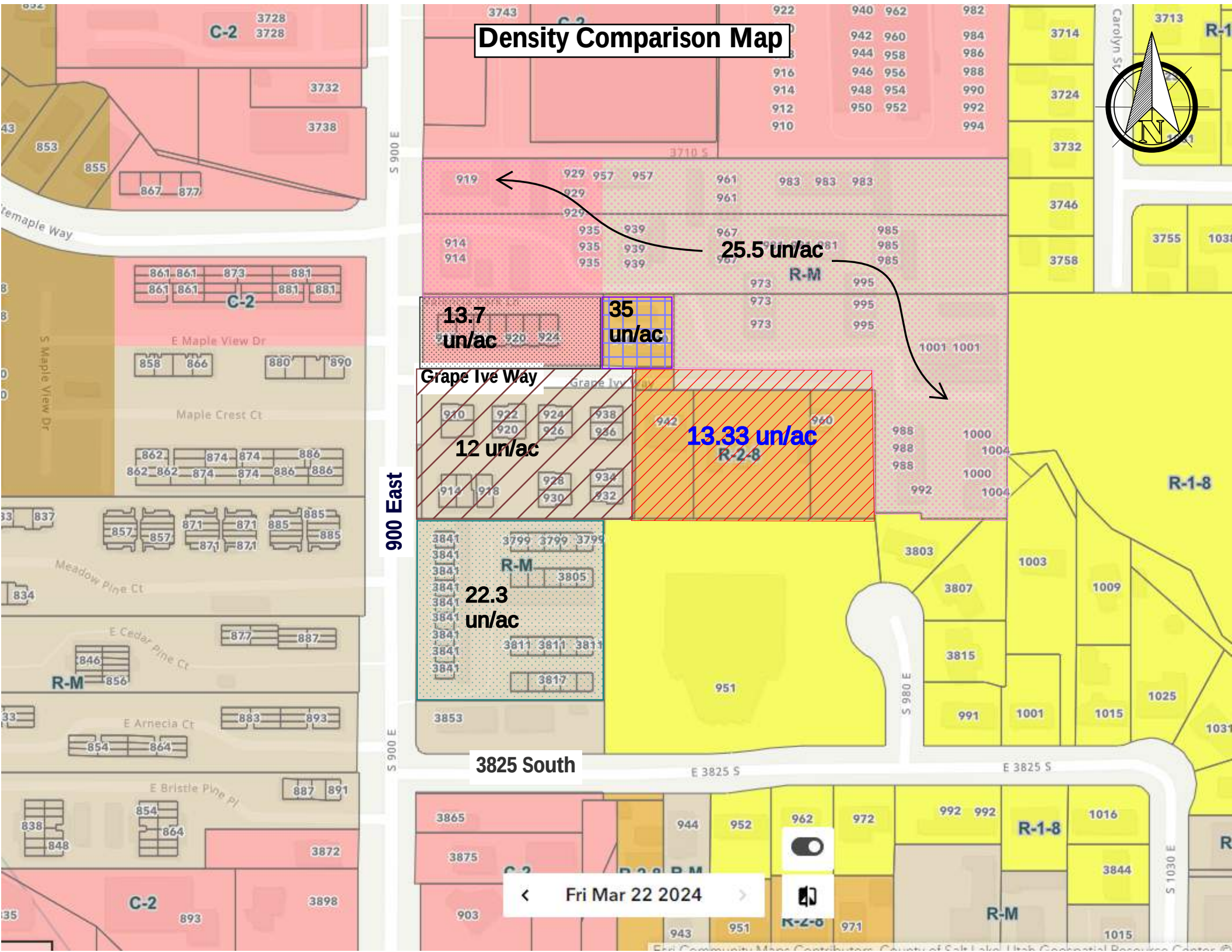
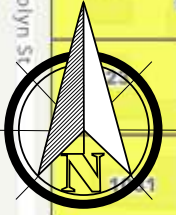
980 East

4500 South

< Fri Mar 22 2024 >



Density Comparison Map



D

C

B

A

D

C

B

A

UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS
AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED
FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION

C.W.
URBAN

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TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS,
THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED,
OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE
SOLE AND EXPRESS WRITTEN PERMISSION FROM C.W. URBAN

PROJECT
theIVY
MILLCREEK, UTAH

REVISIONS:

TITLE:
EXTERIOR
PERSPECTIVE
VIEWS

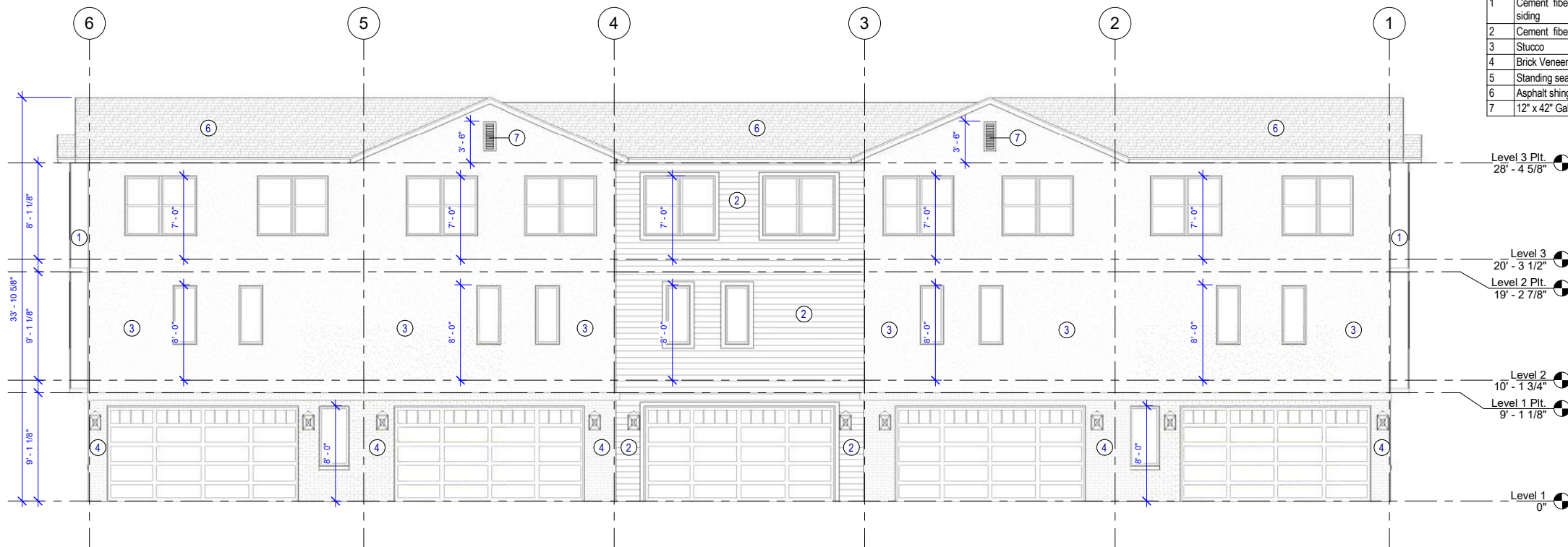
SHEET:
G002

DATE: 7/5/2024 11:59:52 AM





1 FRONT ELEVATION
3/16" = 1'-0"



2 REAR ELEVATION
3/16" = 1'-0"

Keyed Notes - Exterior Elevations	
Mark	Note Text
1	Cement fiber board & batten siding
2	Cement fiber lap siding
3	Stucco
4	Brick Veneer
5	Standing seam metal roof
6	Asphalt shingles
7	12" x 42" Gable vent

Level 3 Pilt. 28' - 4 5/8"
Level 3 20' - 3 1/2"
Level 2 Pilt. 19' - 2 7/8"
Level 2 10' - 1 3/4"
Level 1 Pilt. 9' - 1 1/8"
Level 1 0"

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C.W.
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PROJECT
theIVY
MILLCREEK, UTAH

REVISIONS:

TITLE:
**FRONT / REAR
ELEVATIONS**

SHEET:

A300

DATE: 7/5/2024 11:59:54 AM



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com



SCALE: 1" = 20'



DEVELOPER:

CW Urban
610 North 800 West
Centerville, UT 84014
866-744-2489

HOME
BY C.W. URBAN

NOTES:

PROJECT STATISTICS:

TOTAL PROJECT AREA =	62,596 SF
RESIDENTIAL UNITS =	20
DENSITY =	13.9 UNITS/ACRE
GARAGE PARKING =	40 STALLS (2.0/UNIT)
GUEST PARKING =	8 STALLS
TOTAL PARKING =	48 STALLS
OPEN SPACE =	26,398 SF (42.2%)

DISCLAIMER:
ARTIST RENDERING ONLY. PLAN MAY BE ALTERED OR CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCES TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

the IVY

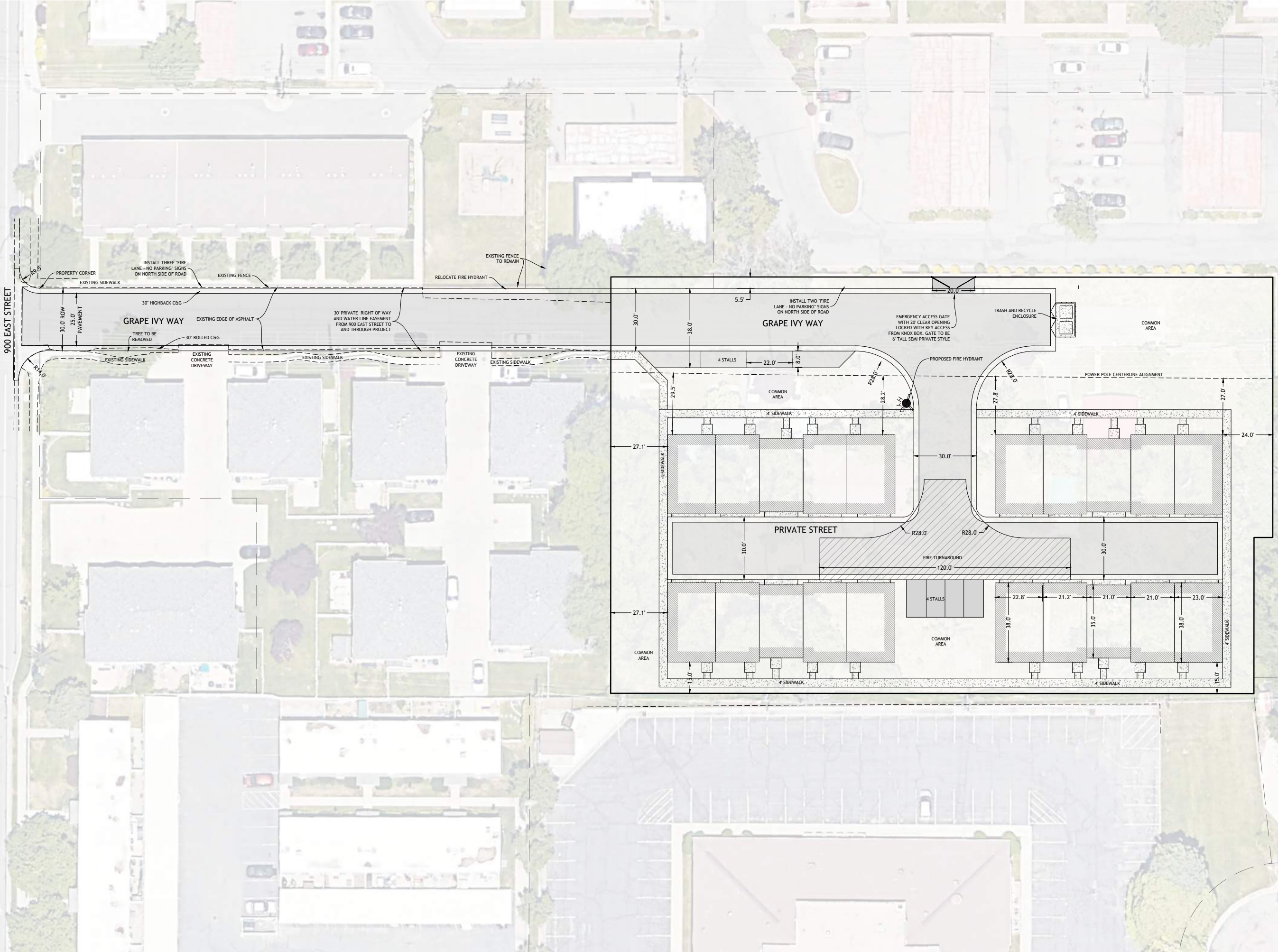
Conceptual Site Plan

PROJECT:	
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: July 1, 2024

SHEET NUMBER:

O-1



MEMORANDUM

TO C.W. Urban, LLC
Attn: Quinton Stephens, General Counsel

FROM Steven P. Mehr

DATE April 5, 2024

RE Grape Ivy Way Right-of-Way

This memorandum summarizes select encumbrances in connection with certain property located in the City of Millcreek (“**City**”), Salt Lake County, State of Utah consisting of approximately one and one hundred ninety-four thousandths (1.194) acres, also known as Parcel Nos. 16-32-328-015, 16-32-328-004, 16-32-328-005, and 16-32-328-019 and more particularly described in “Exhibit A” attached hereto (“**Property**”). This memorandum is provided for informational purposes only and shall not be construed as expressing any legal opinion; this memorandum is not an exhaustive analysis of the encumbrances or land use issues affecting the Property.

I. Site Context

C.W. Urban, LLC, a Utah limited liability company (“**CW**”) intends to develop the Property. While the Property currently sits vacant, CW desires to develop the Property consistent with the City’s requirements and contingent upon its approval of CW’s plans and specifications. While the exact design of the redevelopment of the Property will be finalized in accordance with the City’s approval process, CW and the City desire to clarify the terms of certain encumbrances which may affect access to the Property. As such, CW commissioned an ALTA/NPS Land Title Survey of the Property, attached hereto as “Exhibit B” (“**Survey**”).

II. CW Right-of-Way

As depicted on the Survey, Grape Ivy Way is the street providing vehicular access to the Property. While CW intends to purchase a portion of Grape Ivy Way, the remainder is accessed pursuant to that certain right-of-way recorded on October 20, 1966 in the office of the Salt Lake County Recorder (“**Recording Office**”) as Entry No. 2175703, Book No. 2502, Page 438 (“**CW Right-of-Way**”). As depicted on the Survey, the Right-of-Way, granted

pursuant to a quitclaim deed, encumbers a thirty feet (30') wide and seven hundred fifty-nine feet (759') long portion ("**Grape Ivy Easement Property**") of the land which abuts the north side of the Property.

The CW Right-of-Way is drafted as a perpetual grant and does not appear to contain any words of limitation which may permit the servient parcel to prevent the holder of the Right-of-Way from accessing the Property. Further, there are no conditions or restrictions on using the Right-of-Way—the holder may use the Right-of-Way at any time and for any purpose. There also do not appear to be any senior grants of rights which may interfere with CW's future use of the CW Right-of-Way.

III. City Encumbrances

A. City Easement

The City also possesses rights to the Grape Ivy Easement Property pursuant to that certain perpetual easement recorded on November 1, 1973 in the Recording Office as Entry No. 2585322, Book No. 3467, Page 423, for the construction, maintenance, replacement, and repair of water main extension No. 33-C-861, together with service lines, meters, an attendant facilities, over, under across and through the Grape Ivy Easement Property ("**City Easement**").

While the City Easement is perpetual, it is subordinate to the CW Right-of-Way and is limited to using the Grape Ivy Easement Property for the purpose identified therein. There are also no general rights to park vehicles granted in the City Easement. Likely, however, the City would be able to use the Grape Ivy Easement Property as necessary to repair, maintain or replace water main extension No. 33-C-861, which may include parking construction or City vehicles on or around the City Easement. The Survey has also not identified water main extension No. 33-C-861 that may be located on the Property or on the Grape Ivy Easement Property. Thus, the likelihood of the City needing to use the City Easement or interfering with access to the Property or use of the CW Right-of-Way cannot be determined.

B. City Right-of-Way

Across the same portion of Grape Ivy Way as the Right-of-Way and the City Easement, the Salt Lake City Suburban Sanitary District, Salt Lake County, Utah possesses that certain a right-of-way and easement recorded on October 3, 1975 in the Recording Office as Entry No. 2748261, Book No. 3988, Page 98, for the purpose of digging a trench along the right-of-way and to lay, maintain, operate, repair, remove, or replace the pipe line for transportation ("**City Right-of-Way**"). According to the legal description, the City Right of Way appears to encumber a larger portion of land than the City Easement and the CW Right-of-Way.

While the City Right-of-Way is also perpetual, it is also subordinate to the CW Right-of-Way and is limited to the purposes set forth therein. There are similarly no rights to park vehicles along the Grape Ivy Easement Property granted in the City Right-of-Way, but it may be able to park cars as necessary to effectuate maintenance of the pipe line referenced therein.

The Survey has also not identified any sanitation pipe line that may be located on the Property or on the Grape Ivy Easement Property. Thus, the likelihood of the City needing to use the City Right-of-Way or interfering with access to the Property or use of the CW Right-of-Way cannot be determined.

IV. Conclusion

According to the Survey, the primary rights affecting the Grape Ivy Easement Property are the CW Right-of-Way, the City Easement, and the City Right-of-Way. The CW Right-of-Way was filed first-in-time in 1966 with the City Easement and the City Right-of-Way being granted later-in-time. In addition, while individuals are parking vehicles across the Grape Ivy Easement Property, none of the encumbrances discussed herein explicitly grant any rights to do so. CW, if it develops the Property, appears to hold the senior rights to the Grape Ivy Easement Property, and any subsequent grants are subject to the CW Right-of-Way.

SPM/css

EXHIBIT A

Legal Description

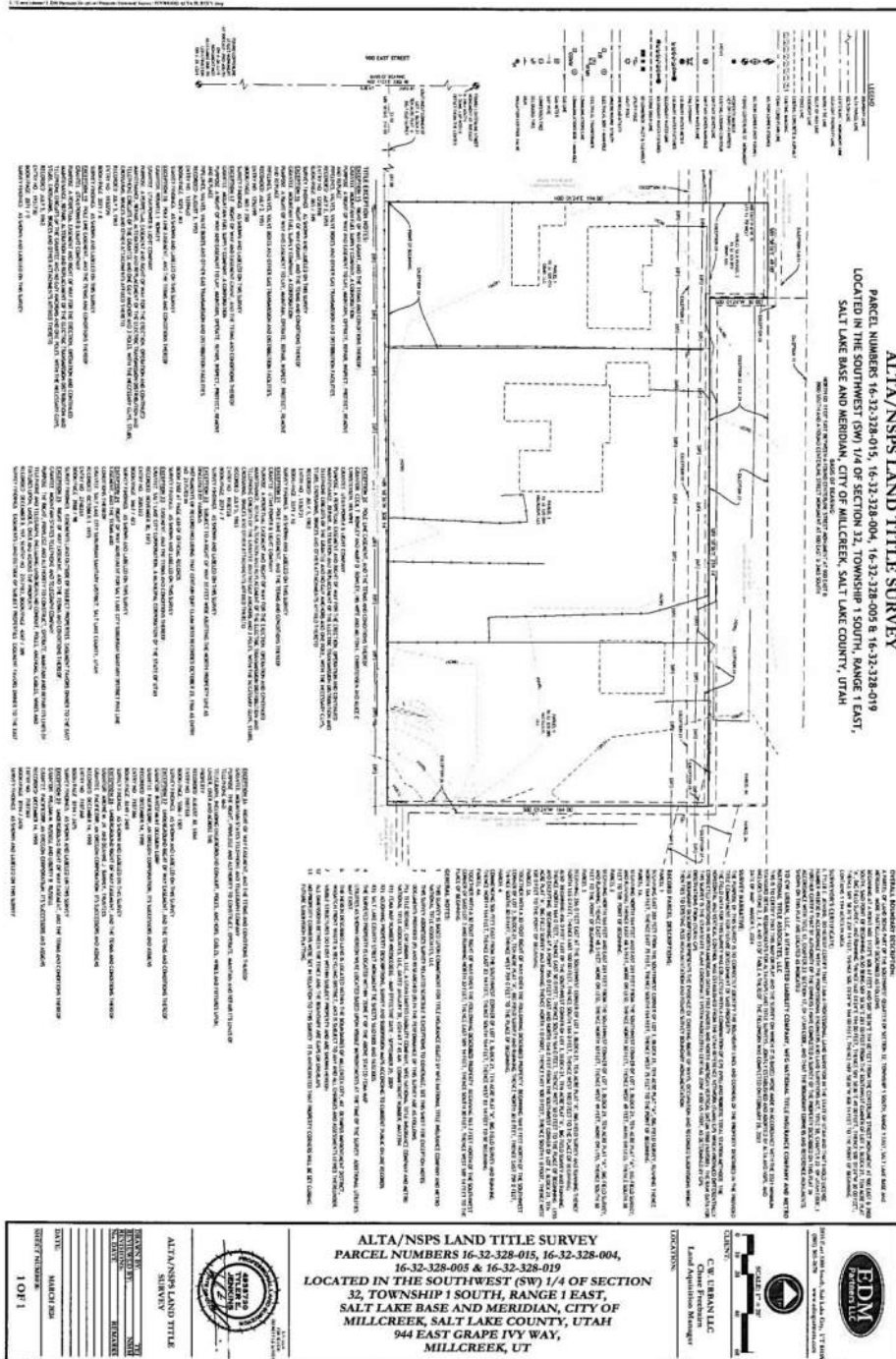
OVERALL BOUNDARY DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°11'03"E 608.67 FEET AND S89°58'36"E 314.00 FEET FROM THE CENTERLINE STREET MONUMENT AT 900 EAST & 3900 SOUTH; SAID POINT OF BEGINNING ALSO BEING S89°58'36"E 281.00 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE N00°01'24"E 194.00 FEET; THENCE S89°58'36"E 49.00 FEET; THENCE S00°01'24"W 30.00 FEET; THENCE S89°58'36"E 259.14 FEET; THENCE S00°01'24"W 164.00 FEET; THENCE N89°58'36"W 308.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.194 ACRES IN AREA

Survey



When recorded, return to:

Millcreek
Attn: Jeff Silvestrini
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this ____ day of _____, 2024, by and between CW Urban, LLC and its assigns (“Developer”), for the land to be included in or affected by the property located at approximately 950 East Grape Ivy Way, in 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, Developer owns approximately 1.44 acres of real property located at 950 East Grape Ivy Way, 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 of this Agreement; and

WHEREAS, the Property is currently zoned Medium Density Residential R-2-8; and

WHEREAS, the Developer desires a zone change of the Property, as described in Exhibit “A” from the R-2-8 Medium Density Residential Zone to the R-M Multifamily Residential Zone; and

WHEREAS, the Developer consents to develop the Property consistent with the certain development and design criteria as identified in Exhibit “B” and according to the concept plans as shown in Exhibit “C”; and

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

WHEREAS, 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 and responsibilities 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, and specifically Utah Code Ann. §10-9a-523, and associated ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

1. **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 Powers.** Nothing in this Agreement shall limit the City municipality's authority to enact land use regulations, including but not limited to zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement, take any action allowed by Utah Code

section 10-8-84, or require the City to change the zoning designation of an area of land within the City in the future.

3. Vested Rights. Notwithstanding, the Parties intend that that Agreement grant 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, in writing, will apply 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. Any of the following which uniformly apply to all properties, applications, persons, and entities similarly situated with/to Developer: 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;

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 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted and imposed by the City and which uniformly apply to all properties, applications, person, and entities similar situated; or

3.1.7 Compelling, Countervailing Interest. If, when reviewing Developer's land use application, the City on the record, formally finds a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

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 Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and the Millcreek City Council meetings on this matter. In the event of a conflict between the requirements set forth in the minutes of the Millcreek Planning Commission and the Millcreek City Council, the requirements set forth in the minutes of the Millcreek City Council shall control.

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. Notwithstanding the foregoing, Developer shall have the right to assign this Development Agreement to (i) a parent or subsidiary entity under common control, (ii) a successor entity resulting from (a) a transaction or series of related transactions in which an individual or entity, or group of related individuals or entities (other than an affiliate of Developer), directly or indirectly acquires more than fifty percent (50%) of the outstanding ownership interests in Developer, or (b) a sale of (1) all or substantially all of the assets of Developer and/or (2) at least fifty percent (50%) of the direct and indirect subsidiaries of Developer, provided that Developer provides the City with prior written notice of such assignment, the name and address of the applicable parent, subsidiary or affiliate of Developer, and a copy of the assignment.

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. Exhibits A through C 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:

CW Urban LLC
Colin Wright
610 North 800 West
Centerville Ut 84014

TO CITY:

Millcreek
Jeff Silvestrini, Mayor
3330 East Chambers Avenue
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. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Default.** Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure, thereafter, shall be deemed to be a cure within such 30-day period. Subject to paragraph 13 upon

the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to pursue a remedy and the City shall have a unilateral right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy and/or other permits for development of the Project in the case of a default by Owner.

20. **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 Section 19 without the requirements of notice of Sections 19. The City shall give Notice to Owner 24 hours prior notice of any public meeting at which an emergency default is to be considered.

21. **Special Disclosure.** Developer acknowledges that its representative has read and understands all of the covenants, terms and conditions contained in this Agreement and that such covenants, terms and conditions are reasonable, fair and enforceable. Developer acknowledges that it has signed this Agreement as its own free and voluntary act; that this is an important and binding legal contract which has been reviewed by Developer's attorney; and that if Developer has not reviewed this Agreement with its attorney, it is because Developer has knowingly, intelligently, and voluntarily waived consultation with its attorney contrary to the City's recommendation that the covenants, promises and obligations contained herein shall be and remain effective.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

Millcreek

ATTEST:

Jeff Silvestrini, Mayor

Elyse Sullivan, MMC, 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

By: _____

Title: _____

OWNER/DEVELOPER ACKNOWLEDGMENT

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

On the _____ day of _____, 2024, personally appeared before me Colin Wright, who being by me duly sworn, did say that he is the Manager of CW Development Group, LLC, which is the Manager of CW The Manager, LLC, which is the Manager of CW Urban LLC, a Limited Liability Company and that the foregoing instrument was duly authorized by the company.

Exhibit A

OVERALL BOUNDARY DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°11'03"E 608.67 FEET AND S89°58'36"E 314.00 FEET FROM THE CENTERLINE STREET MONUMENT AT 900 EAST & 3900 SOUTH; SAID POINT OF BEGINNING ALSO BEING S89°58'36"E 281.00 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE N00°01'24"E 199.50 FEET; THENCE S89°58'36"E 317.14 FEET; THENCE S00°01'24"W 124.70 FEET; THENCE N89°58'36"W 9.00 FEET; THENCE S00°01'24"W 74.80 FEET; THENCE N89°58'36"W 308.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.44 ACRES IN AREA

Exhibit B
Development and Design Criteria

Developer shall develop the Project consistent with the certain design criteria as identified below:

1. **Uses.** The property shall be limited to no more than twenty (20) townhouse style residential units, comprised within four buildings substantially as depicted in Exhibit C.
2. **Ownership.** Prior to applying for a building permit, the Developer shall record a subdivision plat consistent of twenty (20) individual platted lots, with adequate ingress and egress so that each lot may be sold separately.
3. **Parking.** Each unit shall have a minimum of a two-car garage. Additionally, the Project shall contain and maintain an additional eight (8) surface parking spaces for guests, substantially as depicted within Exhibit C.
4. **Access.** The Project shall have secondary emergency vehicular access as shown on the concept plan and as recommended by the Fire Department. The Developer shall provide engineered plan and profile drawings of Grape Ivy Way consistent with City standards and shall built/rebuild Grape Ivy Way according to applicable City standards that includes an acceptable access to 900 East, determined by the City Engineer.
5. **Landscaping and Open Space.** The Project shall provide the open space along with the tree species, location, and size as substantially depicted within Exhibit C.
6. **Setback.** The setback between the building foundation and west property line shall be a minimum 15 feet. All other setbacks shall be compliant with the minimum setback standards listed within the R-M Zone.

7. **Fencing.** A minimum six-foot (6') tall solid decorative masonry fence shall be installed along the south, east, and west property lines. The fence height shall be reduced to three feet (3') tall when located within clear vision site areas, as determined by the City Engineer.
8. **Architecture.** Each building shall be as substantially depicted within Exhibit C and shall incorporate the following design elements.
- a. **Materials.** Building facades shall consist of high quality, durable, low maintenance materials (i.e., composite siding and trellises, brick, stone, glass.). Each outward facing building façade shall receive equal treatment and distribution of materials.
 - b. **Building Height.** Building shall not exceed thirty-six (36') as measured from original grade. The Developer shall submit a topographical survey of the property that is acceptable to the City prior to building demolition to establish the "original grade".
 - c. **Doors and windows.** Garage doors, if used, shall be located to the side or rear of the building. Buildings shall include one primary pedestrian door oriented towards the street or common area.
 - d. **Porches.** Each unit shall include at least a forty (40) square foot covered front porch, which shall be oriented toward the public right of way. Porches may encroach up to five feet (5') into the front yard setbacks.
 - e. **Exterior Lighting.** All exterior light fixtures (excluding public streetlights) shall be shielded and directed downward to prevent outward glare.
9. **Street Lighting.** The developer shall install standard streetlights as part of the development, the quantity and location shall be as determined by the City Engineer.
10. **Utilities.** All utilities, including open ditches as part of a private irrigation system, shall be placed underground or piped, with the appropriate access and maintenance easements, (subject to utility providers approval).

Exhibit C
(See following pages)

D

C

B

A

D

C

B

A

UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS
AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED
FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION

C.W.
URBAN

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL
TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS,
THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED,
OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE
SOLE AND EXPRESS WRITTEN PERMISSION FROM C.W. URBAN

PROJECT
theIVY
MILLCREEK, UTAH

REVISIONS:

TITLE:
EXTERIOR
PERSPECTIVE
VIEWS

SHEET:

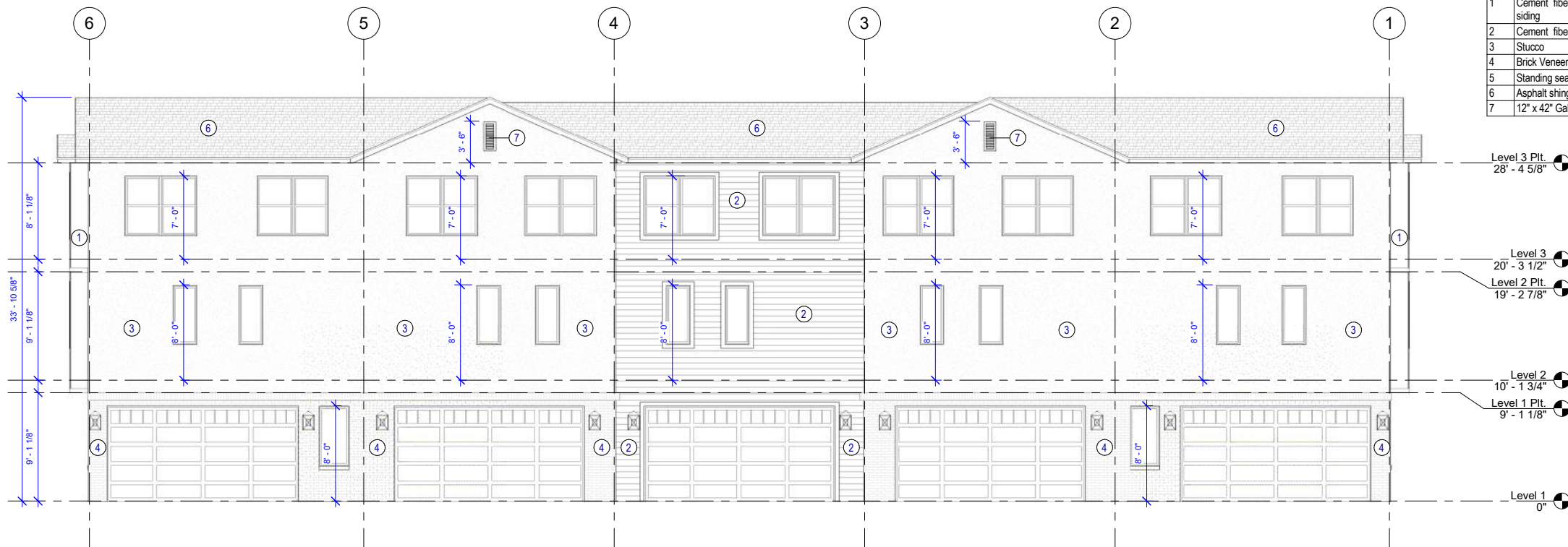
G002

DATE: 7/5/2024 11:59:52 AM





1 FRONT ELEVATION
3/16" = 1'-0"



2 REAR ELEVATION
3/16" = 1'-0"

Keyed Notes - Exterior Elevations	
Mark	Note Text
1	Cement fiber board & batten siding
2	Cement fiber lap siding
3	Stucco
4	Brick Veneer
5	Standing seam metal roof
6	Asphalt shingles
7	12" x 42" Gable vent

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C.W.
URBAN

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PROJECT
theIVY
MILLCREEK, UTAH

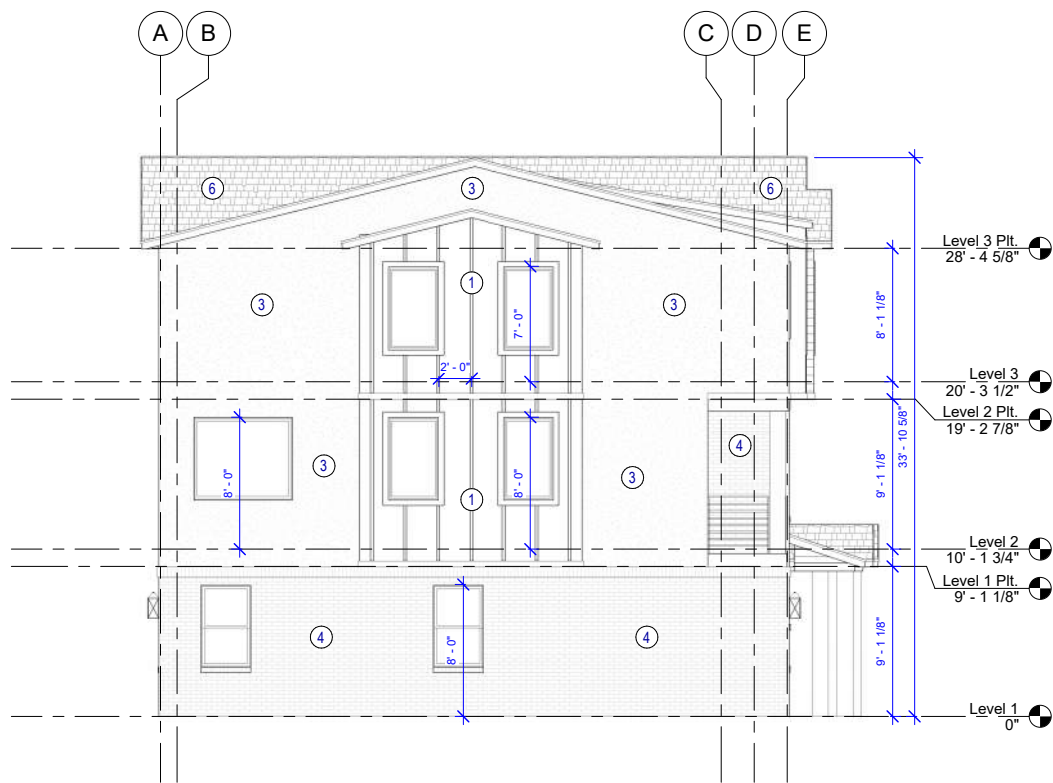
REVISIONS:

TITLE:
**FRONT / REAR
ELEVATIONS**

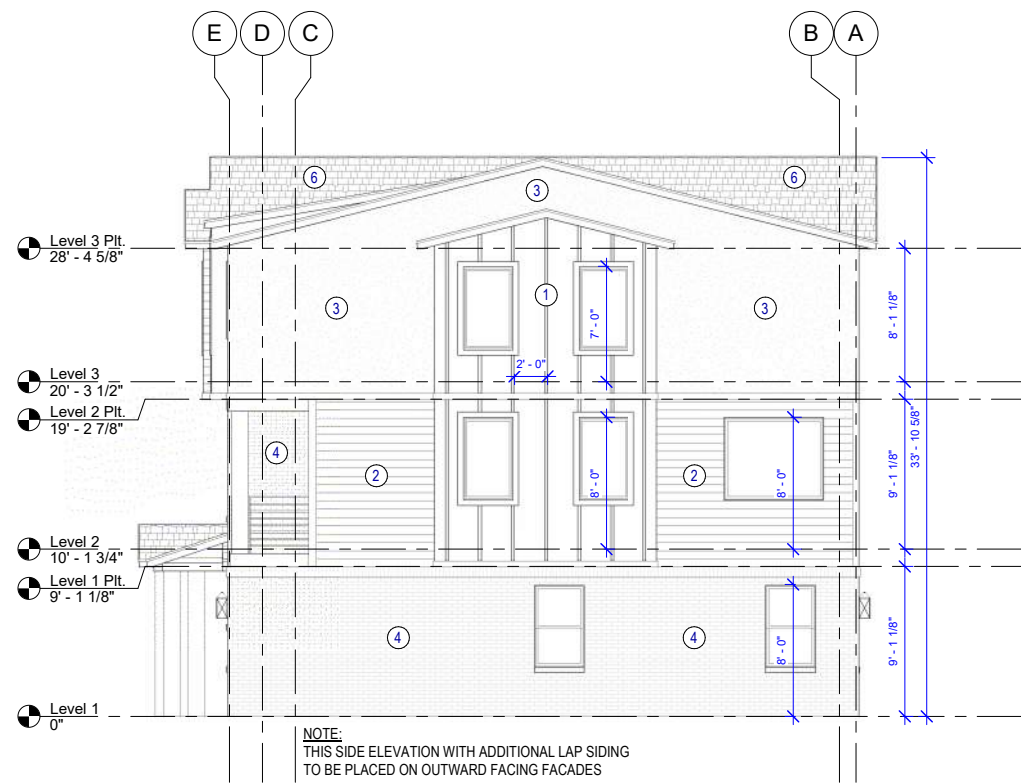
SHEET:

A300

DATE: 7/5/2024 11:59:54 AM



1 LEFT ELEVATION
3/16" = 1'-0"



2 RIGHT ELEVATION
3/16" = 1'-0"

Keyed Notes - Exterior Elevations	
Mark	Note Text
1	Cement fiber board & batten siding
2	Cement fiber lap siding
3	Stucco
4	Brick Veneer
5	Standing seam metal roof
6	Asphalt shingles
7	12' x 42' Gable vent

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C.W.
URBAN

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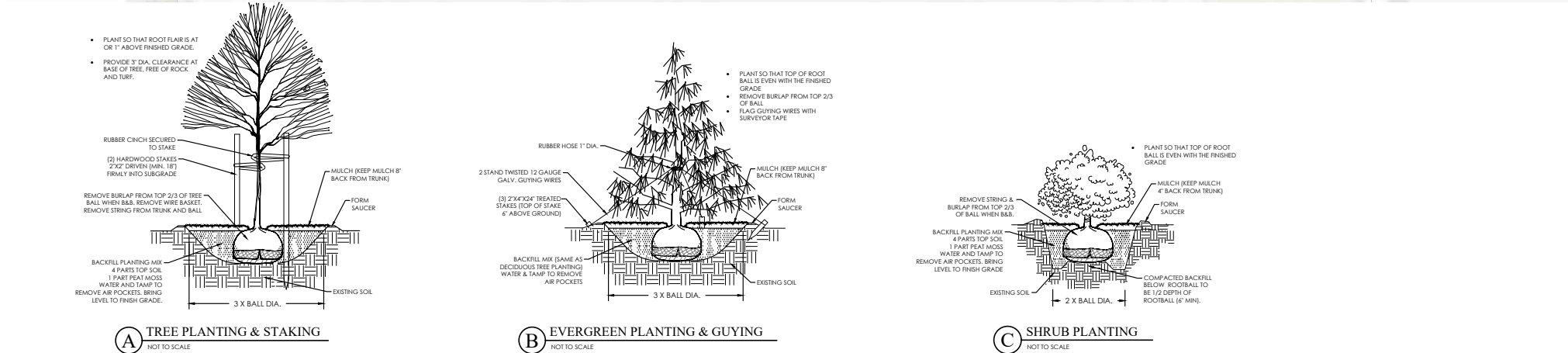
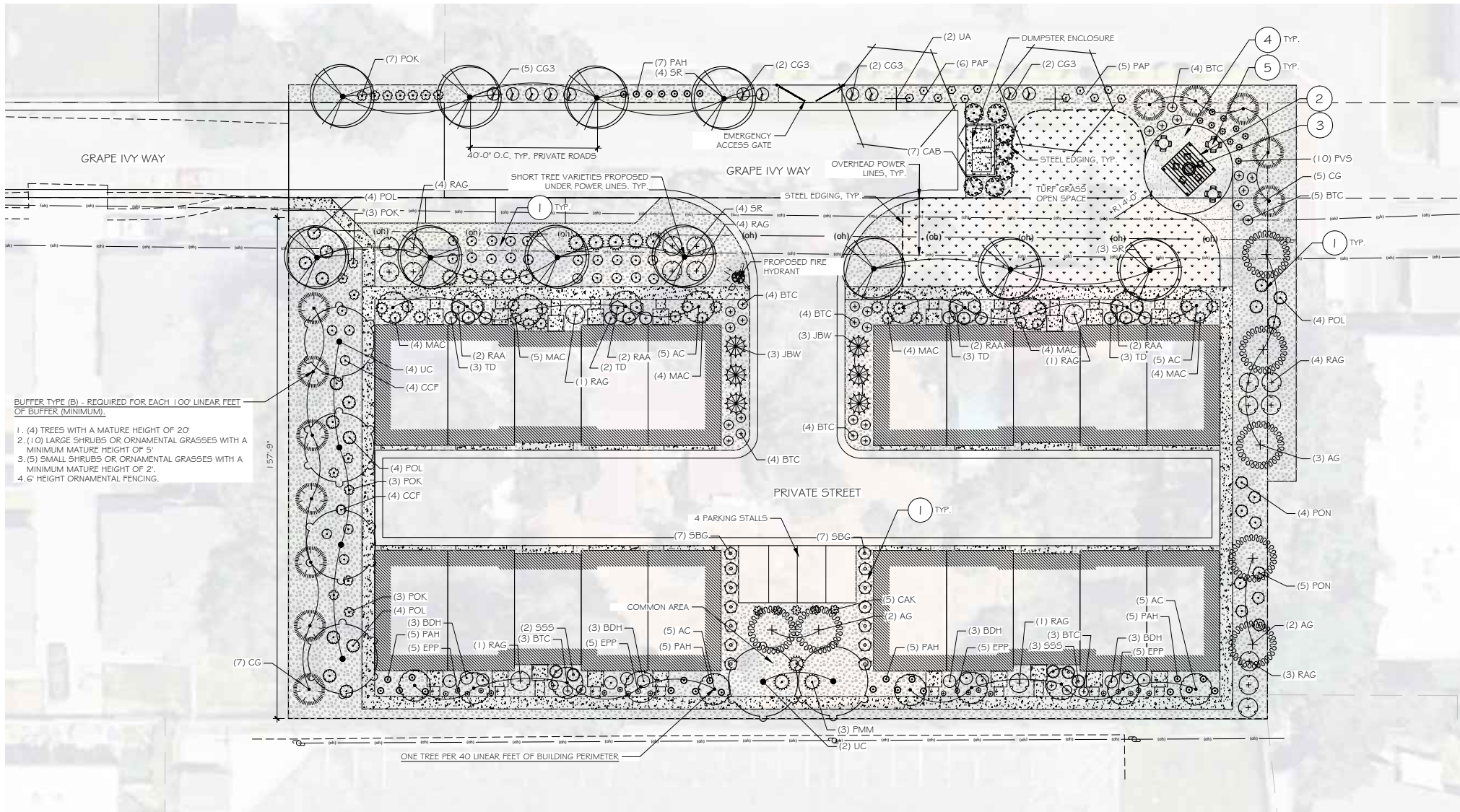
PROJECT
theIVY
MILLCREEK, UTAH

REVISIONS:

TITLE:
**RIGHT / LEFT
ELEVATIONS**

SHEET:
A301

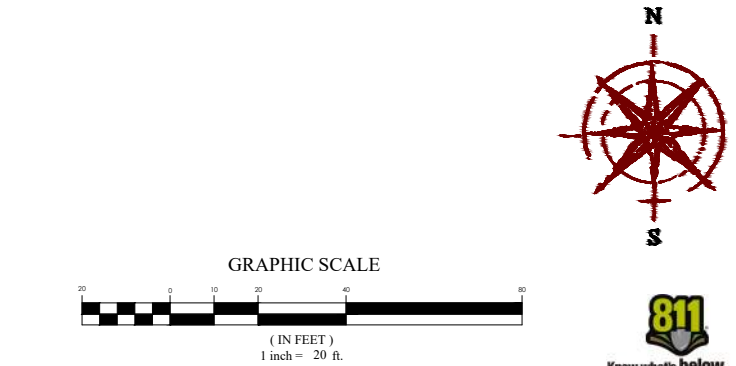
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PLANT SCHEDULE					
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	AC	Acer platanoides 'Columnare'	Columnar Norway Maple	2" Cal.	20
	AG	Acer tatanum 'GarAnri'	Hot Wings® Tatanan Maple	2" Cal.	7
	SR	Syringa reticulata	Japanese Tree Lilac	2" Cal.	11
	UA	Ulmus x 'Accolade'	Accolade Elm	2" Cal.	2
	UC	Ulmus x 'Frontier'	Frontier Elm	2" Cal.	6
EVERGREEN TREES					
	CG	Cedrus atlantica 'Glauca Fastigiata'	Columnar Blue Atlas Cedar	6" Ht.	12
	JBW	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	6" Ht.	6
CODE	BOTANICAL NAME		COMMON NAME	SIZE	QTY
SHRUBS					
BTC	Berberis thunbergii 'Concorde'		Concorde Japanese Barberry	2 gal.	31
BDH	Buddleja davidii 'Buzz Hot Raspberry'		Hot Raspberry Butterfly Bush	5 gal.	12
CG3	Caragana frutex 'Globosa'		Globe Russian Peashrub	5 gal.	11
CCF	Caryopteris x clandonensis 'First Choice'		First Choice Bluebeard	2 gal.	28
CAB	Cornus alba 'Bailhali' TM		Ivory Halo Dogwood	5 gal.	7
MAC	Mahonia aquifolium 'Compacta'		Compact Oregon Grape	5 gal.	25
PAP	Perovskia atriplicifolia 'Little Spire'		Russian Sage	5 gal.	11
POL	Physocarpus opulifolius 'Donna May' TM		Little Devil Ninebark	5 gal.	16
PON	Physocarpus opulifolius 'Nugget'		Nugget Ninebark	5 gal.	9
PMM	Pinus mugo var. pumilio		Dwarf Mugo Pine	5 gal.	13
RAG	Rhus aromatica 'Gro-Low'		Gro-Low Fragrant Sumac	5 gal.	19
RAA	Ribes alpinum		Alpine Currant	5 gal.	8
SSS	Sorbaria sorbifolia 'Sem'		Sem Ash Leaf Spirea	5 gal.	5
SBG	Spiraea x bumalda 'Goldflame'		Goldflame Spirea	2 gal.	14
TD	Taxus x media 'Densiformis'		Dense Anglo-Japanese Yew	5 gal.	12
ORNAMENTAL GRASSES					
CAK	Calamagrostis x acutiflora 'Karl Foerster'		Karl Foerster Feather Reed Grass	1 gal.	5
PVS	Panicum virgatum 'Shenandoah'		Shenandoah Switch Grass	1 gal.	10
PAH	Pennisetum alopecuroides 'Hameln'		Hameln Fountain Grass	1 gal.	27
POK	Pennisetum alopecuroides 'Karley Rose'		Karley Rose Fountain Grass	1 gal.	16
PERENNIALS					
EPP	Echinacea purpurea 'Prairie Splendor'		Prairie Splendor Coneflower	1 gal.	20
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
GROUND COVERS					
	PP	Poa pratensis	Kentucky Bluegrass	sod	3,777 sf

REFERENCE NOTES SCHEDULE		
SYMBOL	DESCRIPTION	QTY
①	DECORATIVE ROCK MULCH	18,407 sf
②	SHADE PERGOLA	
③	FIRE PIT	
④	STANDARD CONCRETE PAVING	
⑤	TABLE & CHAIRS	

LANDSCAPE TABLE		
ITEM	AMOUNT	%
TOTAL LANDSCAPE AREA	22,184 SQ.FT.	100%
LAWN (TURF GRASS)	3,777 SQ.FT.	17%
SHRUB BEDS & ROCK MULCH	18,407 SQ.FT.	83%



MILLCREEK CITY LANDSCAPE STANDARDS: CH.19.77

1. NO MORE THAN 20% OF THE LANDSCAPE AREA OUTSIDE OF RECREATION ZONES SHALL BE TURF GRASS.
2. STREET TREES SHALL BE PLANTED ALONG PUBLIC OR PRIVATE ROADWAYS AT THE RATE OF ONE CANOPY TREE PER (40 LF) FORTY LINEAL FEET OF FRONTAGE.
3. A MINIMUM OF ONE (1) TREE SHALL BE PROVIDED FOR EVERY FORTY LINEAL FEET (40 LF) OF BUILDING PERIMETER LANDSCAPE AREA. AT LEAST (50%) OF REQUIRED TREES SHALL BE DECIDUOUS WITH A SHADE FORMING CANOPY.
4. A MINIMUM OF ONE (1) SHRUB OR ORNAMENTAL GRASS SHALL BE PROVIDED FOR EVERY TEN LINEAL FEET (10 LF) OF BUILDING PERIMETER AREA.
5. TREES PLANTED WITHIN TEN FEET (10') OF OVERHEAD POWERLINES SHALL HAVE A MATURE CANOPY HEIGHT OF LESS THAN TWENTY FIVE FEET (25').
6. PLANT COVERAGE AND GROWTH RATE: THE QUANTITY AND SIZE OF MATERIALS PLANTED

LANDSCAPE NOTES

1. LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
2. TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED ROCK MULCH WITH 4" DEEP OF ROCK TYPE(S) SPECIFIED IN THE REFERENCE NOTE SCHEDULE. PLACE ROCK OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED.
3. INSTALL STEEL EDGING FOR MOW STRIPS BETWEEN LAWN AREAS AND PLANTING BEDS.
4. CONTRACTOR TO CONDUCT THEIR OWN QUANTITY TAKE-OFFS IN THE PLAN AND VERIFY ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT.

REVISION BLOCK		DESCRIPTION
#	DATE	
1	###	###
2	###	###
3	###	###
4	###	###
5	###	###
6	###	###

LANDSCAPE PLAN	
Scale: 1"=20'	Drawn: BW
Date: 07/05/2024	Job #: 24-0128
Sheet:	L1.0



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com



SCALE: 1" = 20'



DEVELOPER:

CW Urban
610 North 800 West
Centerville, UT 84014
866-744-2489

HOME
BY C.W. URBAN

NOTES:

PROJECT STATISTICS:

TOTAL PROJECT AREA =	62,596 SF
RESIDENTIAL UNITS =	20
DENSITY =	13.9 UNITS/ACRE
GARAGE PARKING =	40 STALLS (2.0/UNIT)
GUEST PARKING =	8 STALLS
TOTAL PARKING =	48 STALLS
OPEN SPACE =	26,398 SF (42.2%)

DISCLAIMER:
ARTIST RENDERING ONLY. PLAN MAY BE ALTERED OR
CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS
A CONVENIENCE TO AID YOU IN LOCATING THE LAND
INDICATED HEREON WITH REFERENCES TO STREETS
AND OTHER LAND. NO LIABILITY IS ASSUMED BY
REASON OF ANY RELIANCE HEREON.

the IVY

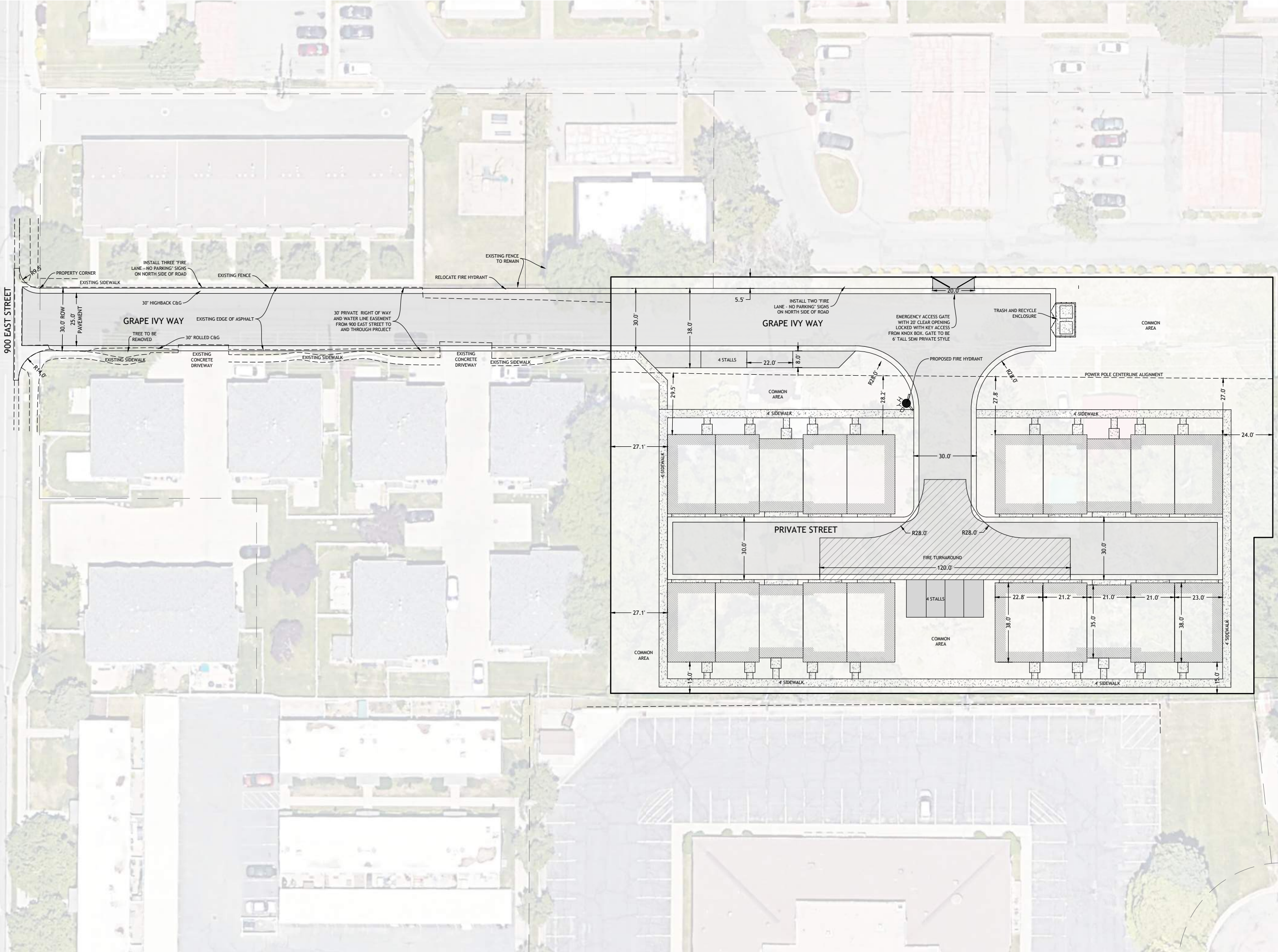
Conceptual Site Plan

PROJECT:	
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: July 1, 2024

SHEET NUMBER:

O-1



MILLCREEK, UTAH
ORDINANCE NO. 24-38

**AN ORDINANCE REZONING 1.44 ACRES OF REAL PROPERTY LOCATED AT
APPROXIMATELY 950 EAST GRAPE IVY WAY FROM THE R-2-8 ZONE TO THE
R-M ZONE WITH A ZONE CONDITION - LIMITING THE PROPERTY TO TWENTY
(20) RESIDENTIAL UNITS**

WHEREAS, the Millcreek Council (“Council”) met in regular session on August 12, 2024, to consider, among other things, an ordinance rezoning certain property located at approximately 950 East Grape Ivy Way from the R-2-8 Zone to the R-M Zone and imposing a Zone Condition - limiting the property to twenty (20) residential units; 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 May 29, 2024, the required public hearing notice was published; and

WHEREAS, on June 19, 2024, the planning commission held a public hearing to discuss the rezone proposal; and

WHEREAS, at the planning commission meeting, the Millcreek Planning Commission recommended approval of the proposed rezone with a zone condition limiting the density to no more than twenty residential units among other development and design criteria, as listed within the Development Agreement; 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 August 7, 2024, the Council caused the required notice to be given; and

WHEREAS, on August 12, 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 residents of Millcreek to adopt the rezone/map change with a zone condition limitation the property to no more than twenty (20) residential units and subject to a certain development agreement.

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZM-24-004 filed by CW Urban LLC, as the applicant acting on behalf of the property located at 950 East Grape Ivy Way is hereby rezoned/reclassified from the R-2-8 Zone to the RM Zone, such property being more particularly described as follows:

Overall Boundary Description:

A Parcel Of Land Being Part Of The Southwest Quarter Of Section 32, Township 1 South, Range 1 East, Salt Lake Base And Meridian. More Particularly Described As Follows:

Beginning At A Point N00°11'03"E 608.67 Feet And S89°58'36"E 314.00 Feet From The Centerline Street Monument At 900 East & 3900 South; Said Point Of Beginning Also Being S89°58'36"E 281.00 Feet From The Southwest Corner Of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey, And Running Thence N00°01'24"E 199.50 Feet; Thence S89°58'36"E 317.14 Feet; Thence S00°01'24"W 124.70 Feet; Thence N89°58'36"W 9.00 Feet; Thence S00°01'24"W 74.80 Feet; Thence N89°58'36"W 308.14 Feet To The Point Of Beginning.

Contains 1.44 Acres In Area

BE IT FURTHER ORDAINED, 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. 24-38, 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 12th day of August 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 24-38: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 950 GRAPE IVY WAY FROM THE R-2-8 ZONE TO THE RM ZONE
WITH A ZONE CONDITION LIMITING THE PROPERTY TO TWENTY (20)
RESIDENTIAL UNITS was adopted the 12th day of August, 2024 and that a copy of the
foregoing Ordinance 24-38 was posted in accordance with Utah Code 10-3-711 this ____ day of
August, 2024.

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 24-39

**AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT
AGREEMENT CONCERNING 1.44 ACRES OF REAL PROPERTY LOCATED AT
APPROXIMATELY 950 EAST GRAPE IVY WAY**

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on August 12, 2024, to consider, among other things, an ordinance approving a development agreement pertaining to a rezone and development proposal concerning approximately 1.44 acres of real property located at approximately 950 East Grape Ivy Way; and

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

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

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

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

PASSED AND APPROVED by the Council this 12th day of August 2024.

MILLCREEK

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 24-39: AN ORDINANCE OF THE MILLCREEK COUNCIL AUTHORIZING
A DEVELOPMENT AGREEMENT CONCERNING 1.44 ACRES OF REAL PROPERTY
LOCATED AT APPROXIMATELY 950 EAST GRAPE IVY WAY was adopted the 12th day of
August 2024 and that a copy of the foregoing Ordinance 24-39 was posted in accordance with
Utah Code 10-3-711 this ____ day of August 2024.

Elyse Sullivan, City Recorder

When recorded, return to:

Millcreek
Attn: Jeff Silvestrini
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this ____ day of _____, 2024, by and between CW Urban, LLC and its assigns (“Developer”), for the land to be included in or affected by the property located at approximately 950 East Grape Ivy Way, in 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, Developer owns approximately 1.44 acres of real property located at 950 East Grape Ivy Way, 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 of this Agreement; and

WHEREAS, the Property is currently zoned Medium Density Residential R-2-8; and

WHEREAS, the Developer desires a zone change of the Property, as described in Exhibit “A” from the R-2-8 Medium Density Residential Zone to the R-M Multifamily Residential Zone; and

WHEREAS, the Developer consents to develop the Property consistent with the certain development and design criteria as identified in Exhibit “B” and according to the concept plans as shown in Exhibit “C”; and

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

WHEREAS, 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 and responsibilities 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, and specifically Utah Code Ann. §10-9a-523, and associated ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

1. **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 Powers.** Nothing in this Agreement shall limit the City municipality's authority to enact land use regulations, including but not limited to zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement, take any action allowed by Utah Code

section 10-8-84, or require the City to change the zoning designation of an area of land within the City in the future.

3. Vested Rights. Notwithstanding, the Parties intend that that Agreement grant 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, in writing, will apply 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. Any of the following which uniformly apply to all properties, applications, persons, and entities similarly situated with/to Developer: 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;

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 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted and imposed by the City and which uniformly apply to all properties, applications, person, and entities similar situated; or

3.1.7 Compelling, Countervailing Interest. If, when reviewing Developer's land use application, the City on the record, formally finds a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

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 Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and the Millcreek City Council meetings on this matter. In the event of a conflict between the requirements set forth in the minutes of the Millcreek Planning Commission and the Millcreek City Council, the requirements set forth in the minutes of the Millcreek City Council shall control.

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. Notwithstanding the foregoing, Developer shall have the right to assign this Development Agreement to (i) a parent or subsidiary entity under common control, (ii) a successor entity resulting from (a) a transaction or series of related transactions in which an individual or entity, or group of related individuals or entities (other than an affiliate of Developer), directly or indirectly acquires more than fifty percent (50%) of the outstanding ownership interests in Developer, or (b) a sale of (1) all or substantially all of the assets of Developer and/or (2) at least fifty percent (50%) of the direct and indirect subsidiaries of Developer, provided that Developer provides the City with prior written notice of such assignment, the name and address of the applicable parent, subsidiary or affiliate of Developer, and a copy of the assignment.

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. Exhibits A through C 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:

CW Urban LLC
Colin Wright
610 North 800 West
Centerville Ut 84014

TO CITY:

Millcreek
Jeff Silvestrini, Mayor
3330 East Chambers Avenue
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. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Default.** Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure, thereafter, shall be deemed to be a cure within such 30-day period. Subject to paragraph 13 upon

the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to pursue a remedy and the City shall have a unilateral right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy and/or other permits for development of the Project in the case of a default by Owner.

20. **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 Section 19 without the requirements of notice of Sections 19. The City shall give Notice to Owner 24 hours prior notice of any public meeting at which an emergency default is to be considered.

21. **Special Disclosure.** Developer acknowledges that its representative has read and understands all of the covenants, terms and conditions contained in this Agreement and that such covenants, terms and conditions are reasonable, fair and enforceable. Developer acknowledges that it has signed this Agreement as its own free and voluntary act; that this is an important and binding legal contract which has been reviewed by Developer's attorney; and that if Developer has not reviewed this Agreement with its attorney, it is because Developer has knowingly, intelligently, and voluntarily waived consultation with its attorney contrary to the City's recommendation that the covenants, promises and obligations contained herein shall be and remain effective.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

Millcreek

ATTEST:

Jeff Silvestrini, Mayor

Elyse Sullivan, MMC, 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

By: _____

Title: _____

OWNER/DEVELOPER ACKNOWLEDGMENT

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

On the _____ day of _____, 2024, personally appeared before me Colin Wright, who being by me duly sworn, did say that he is the Manager of CW Development Group, LLC, which is the Manager of CW The Manager, LLC, which is the Manager of CW Urban LLC, a Limited Liability Company and that the foregoing instrument was duly authorized by the company.

Exhibit A

OVERALL BOUNDARY DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°11'03"E 608.67 FEET AND S89°58'36"E 314.00 FEET FROM THE CENTERLINE STREET MONUMENT AT 900 EAST & 3900 SOUTH; SAID POINT OF BEGINNING ALSO BEING S89°58'36"E 281.00 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE N00°01'24"E 199.50 FEET; THENCE S89°58'36"E 317.14 FEET; THENCE S00°01'24"W 124.70 FEET; THENCE N89°58'36"W 9.00 FEET; THENCE S00°01'24"W 74.80 FEET; THENCE N89°58'36"W 308.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.44 ACRES IN AREA

Exhibit B
Development and Design Criteria

Developer shall develop the Project consistent with the certain design criteria as identified below:

1. **Uses.** The property shall be limited to no more than twenty (20) townhouse style residential units, comprised within four buildings substantially as depicted in Exhibit C.
2. **Ownership.** Prior to applying for a building permit, the Developer shall record a subdivision plat consistent of twenty (20) individual platted lots, with adequate ingress and egress so that each lot may be sold separately.
3. **Parking.** Each unit shall have a minimum of a two-car garage. Additionally, the Project shall contain and maintain an additional eight (8) surface parking spaces for guests, substantially as depicted within Exhibit C.
4. **Access.** The Project shall have secondary emergency vehicular access as shown on the concept plan and as recommended by the Fire Department. The Developer shall provide engineered plan and profile drawings of Grape Ivy Way consistent with City standards and shall built/rebuild Grape Ivy Way according to applicable City standards that includes an acceptable access to 900 East, determined by the City Engineer.
5. **Landscaping and Open Space.** The Project shall provide the open space along with the tree species, location, and size as substantially depicted within Exhibit C.
6. **Setback.** The setback between the building foundation and west property line shall be a minimum 15 feet. All other setbacks shall be compliant with the minimum setback standards listed within the R-M Zone.

7. **Fencing.** A minimum six-foot (6') tall solid decorative masonry fence shall be installed along the south, east, and west property lines. The fence height shall be reduced to three feet (3') tall when located within clear vision site areas, as determined by the City Engineer.
8. **Architecture.** Each building shall be as substantially depicted within Exhibit C and shall incorporate the following design elements.
- a. **Materials.** Building facades shall consist of high quality, durable, low maintenance materials (i.e., composite siding and trellises, brick, stone, glass.). Each outward facing building façade shall receive equal treatment and distribution of materials.
 - b. **Building Height.** Building shall not exceed thirty-six (36') as measured from original grade. The Developer shall submit a topographical survey of the property that is acceptable to the City prior to building demolition to establish the "original grade".
 - c. **Doors and windows.** Garage doors, if used, shall be located to the side or rear of the building. Buildings shall include one primary pedestrian door oriented towards the street or common area.
 - d. **Porches.** Each unit shall include at least a forty (40) square foot covered front porch, which shall be oriented toward the public right of way. Porches may encroach up to five feet (5') into the front yard setbacks.
 - e. **Exterior Lighting.** All exterior light fixtures (excluding public streetlights) shall be shielded and directed downward to prevent outward glare.
9. **Street Lighting.** The developer shall install standard streetlights as part of the development, the quantity and location shall be as determined by the City Engineer.
10. **Utilities.** All utilities, including open ditches as part of a private irrigation system, shall be placed underground or piped, with the appropriate access and maintenance easements, (subject to utility providers approval).

Exhibit C

(See following pages)

D

C

B

A

D

C

B

A

UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS
AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED
FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION

C.W.
URBAN

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL
TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS,
THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED,
OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE
SOLE AND EXPRESS WRITTEN PERMISSION FROM C.W. URBAN

PROJECT
theIVY
MILLCREEK, UTAH

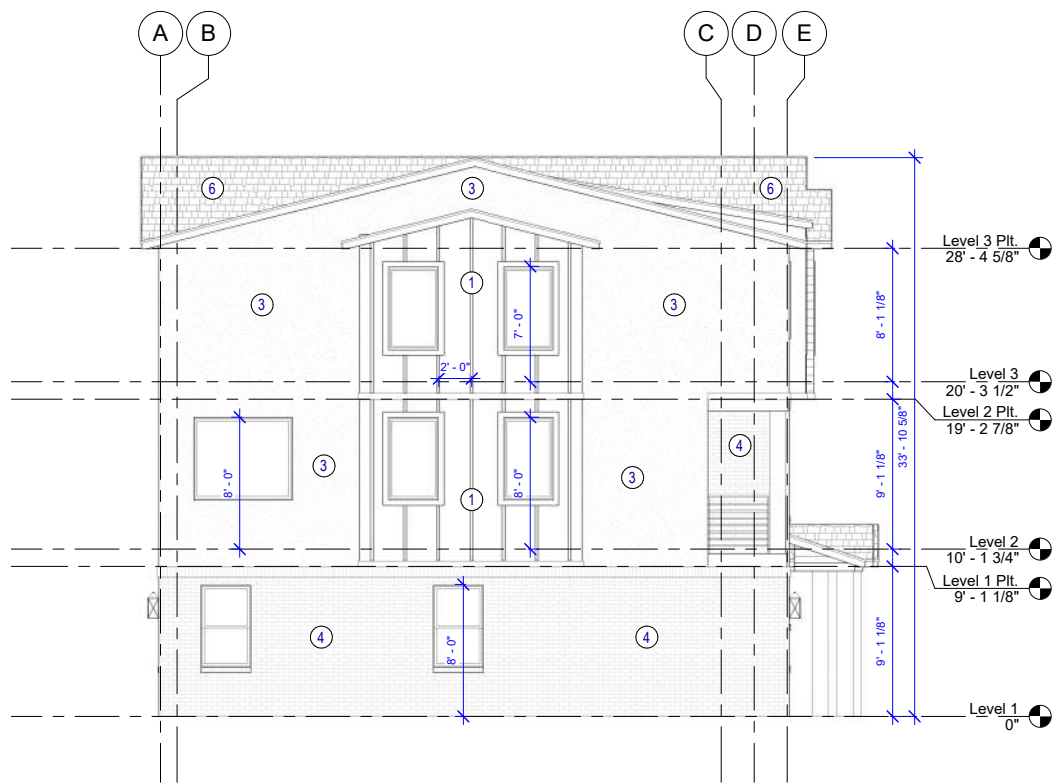
REVISIONS:

TITLE:
EXTERIOR
PERSPECTIVE
VIEWS

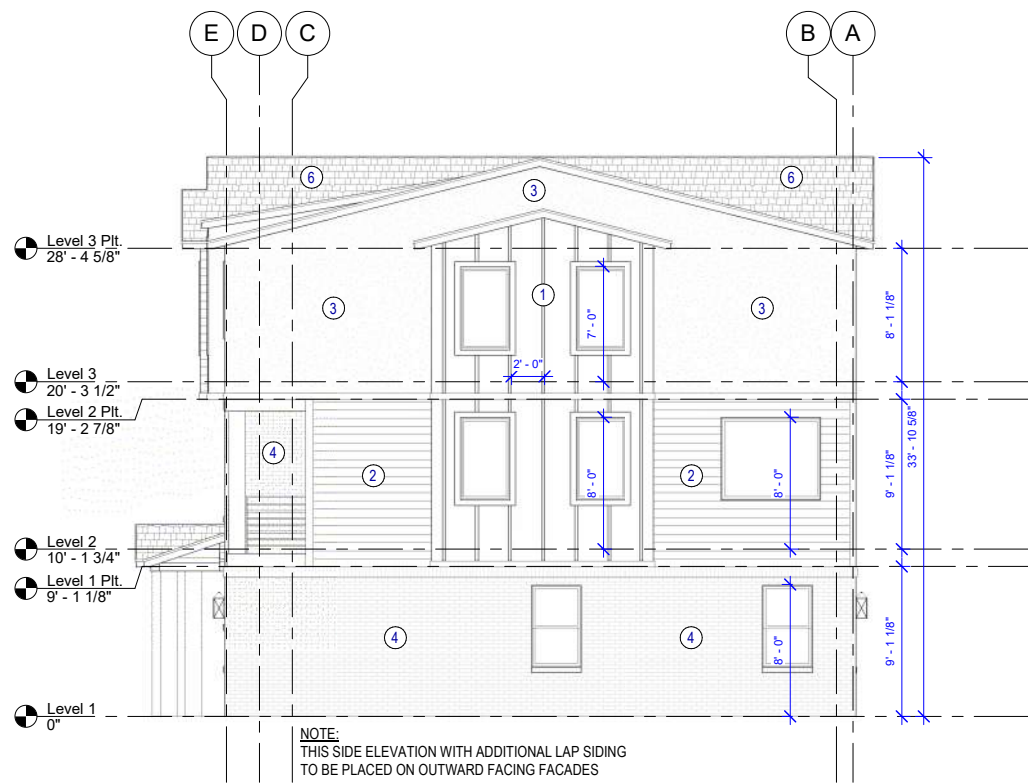
SHEET:
G002

DATE: 7/5/2024 11:59:52 AM





1 LEFT ELEVATION
3/16" = 1'-0"



2 RIGHT ELEVATION
3/16" = 1'-0"

Keyed Notes - Exterior Elevations	
Mark	Note Text
1	Cement fiber board & batten siding
2	Cement fiber lap siding
3	Stucco
4	Brick Veneer
5	Standing seam metal roof
6	Asphalt shingles
7	12' x 42' Gable vent

UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION

C.W.
URBAN

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS, THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM C.W. URBAN

PROJECT
theIVY

MILLCREEK, UTAH

REVISIONS:

TITLE:
RIGHT / LEFT
ELEVATIONS

SHEET:

A301

DATE: 7/5/2024 11:59:56 AM



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com



SCALE: 1" = 20'



DEVELOPER:

CW Urban
610 North 800 West
Centerville, UT 84014
866-744-2489

HOME
BY C.W. URBAN

NOTES:

PROJECT STATISTICS:

TOTAL PROJECT AREA =	62,596 SF
RESIDENTIAL UNITS =	20
DENSITY =	13.9 UNITS/ACRE
GARAGE PARKING =	40 STALLS (2.0/UNIT)
GUEST PARKING =	8 STALLS
TOTAL PARKING =	48 STALLS
OPEN SPACE =	26,398 SF (42.2%)

DISCLAIMER:
ARTIST RENDERING ONLY. PLAN MAY BE ALTERED OR
CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS
A CONVENIENCE TO AID YOU IN LOCATING THE LAND
INDICATED HEREON WITH REFERENCES TO STREETS
AND OTHER LAND. NO LIABILITY IS ASSUMED BY
REASON OF ANY RELIANCE HEREON.

the IVY

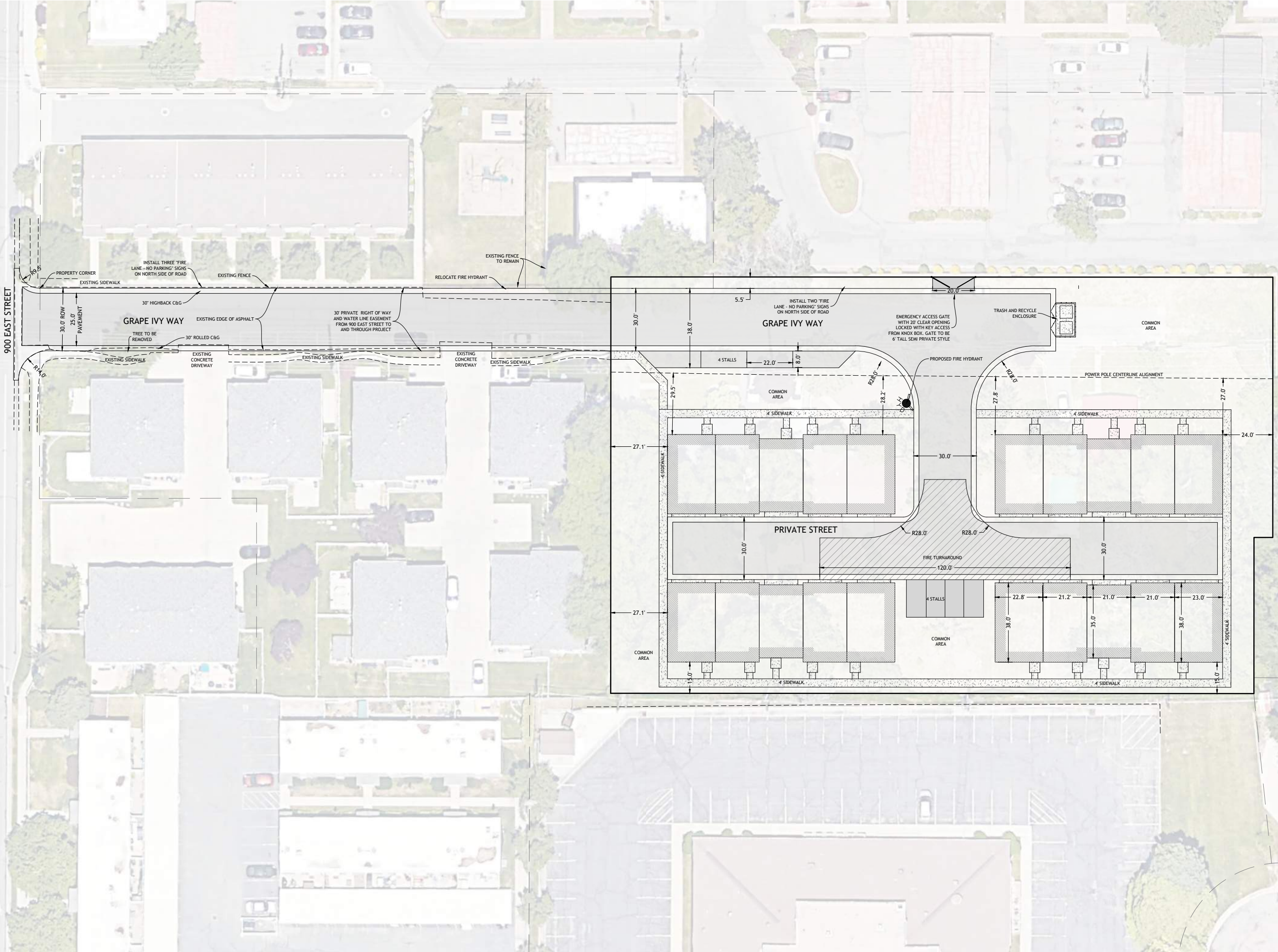
Conceptual Site Plan

PROJECT:	
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: July 1, 2024

SHEET NUMBER:

O-1





CITY COUNCIL STAFF MEMO

To: City Council

Meeting Date: August 12, 2024

RE: Amend Chapter 19.71 Residential Compatibility Overlay Zone (RCOZ) to include updated regulations affecting applicable Residential Single-Family Residential (**R-1**) Zones, Medium Density Residential (**R-2**) Zones & the (**A-1**) Agricultural Zone.

File No(s): ZT-24-016

Applicant: Staff

Brief background.

Staff has identified some procedural inconsistencies underlining how the current Residential Compatibility Overlay Zone (RCOZ) poses significant challenges for those attempting to align their development plans with city ordinances. This complexity not only creates hurdles in the initial stages of project planning but also results in delays and additional costs as developers work to ensure compliance. Consequently, the challenge of interpreting and applying these regulations has underscored the need for clearer, more streamlined guidelines. As part of the Planning Departments zoning code update endeavor, staff aims to integrate standards from the (RCOZ) into the existing R-1, R-2, and Agricultural (AG) zones. These changes are intended to create a clearer and streamlined set of codes while embracing neighborhood compatibility, community character, and sustainable development practices. The amendments reflect years of community feedback and align with the city's long-term planning goals.

Recently, at the request of staff, the City Council adopted amendments to the (RCOZ) to update the R-1 development standards, facilitating residents' construction plans for the summer¹. This effort inadvertently revealed inconsistencies in the development standards, specifically concerning setbacks in the R-1 zone and building envelope issues in the R-2 and A-1 zones. These inconsistencies could potentially impact orderly development and community expectations.

Proposal.

Due to these inconsistencies, staff is proposing a more thorough follow-up amendment to Chapter 19.71 Residential Compatibility Overlay Zone (RCOZ) to include updated spatial requirements, building height and building envelope requirements affecting applicable Residential Single-Family Residential (R-1) Zones, Medium Density Residential (R-2) Zones & the (A-1) Agricultural Zone.

¹ In an attempt to help residents take advantage of future R-1 Zone code amendments, staff requested that the City Council adopt a temporary amendment to the RCOZ Chapter. This was adopted on May 28, 2024. See Ordinance 24-25 or click [here](#).



Summary of Proposed Changes.

1. Adding clarifying language to the (RCOZ) Scope that includes which updated development activities are covered in the (R-2) and (A-1) Zones.

19.71.020 Overlay Zone, Scope And Application

- A. Geographic Area of Application. Maps delineating the boundaries of the RCOZ are attached to the ordinance from which this chapter derived as Appendix A and will remain on file with the division. Such maps, as amended, are a part of this title as if fully described and detailed herein. Additional areas may be approved by the council.
- B. Development Activities Covered. The standards and regulations contained in this chapter shall apply to all residential development, exterior remodeling and new construction projects commenced after the effective date of this chapter in the RCOZ, according to the zones listed in ~~Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.~~
- C. Applicability to Lots of Record. The standards and regulations contained in this chapter shall apply to all legally subdivided lots, including those that were recorded prior to the enactment of this chapter.
- D. Exemption for Previous Residential Development. Noncomplying additions or expansions of buildings or structures commenced or completed prior to the enactment of this chapter are exempt from the requirements of this chapter.
- E. Inconsistent Provisions. When the provisions of this chapter are inconsistent with provisions found in any other chapters of City ordinances, the most restrictive provisions shall apply.

2. Adding clarifying language to the (RCOZ) Standards that includes which updated development standards apply in the (R-2) and (A-1) Zones.

19.71.030 Option A General Standards: Planning And Development Services Review

- A. Application. Any person seeking to build a new residential structure or to significantly reconstruct, renovate or rebuild an existing structure in any zone listed in ~~Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones~~ shall obtain land-use approval from the division. An applicant may seek a determination of the applicable limits under Option A from the division prior to the submission of any building plans.
- B. Standards. Unless applying for approval under Option B, all applications shall comply with the following minimum standards:
 1. Maximum Building Height. Each point on the highest ridge of the structure shall be no more than that specified in ~~Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones, column (b) below~~ for the zone in which the property is situated. Maximum building height shall be measured in feet from that point on the original grade vertically below the referenced ridge height (not including chimneys and vent stacks).
 2. Maximum Lot Coverage. The lot coverage of all structures on the lot shall be not more than the percentages given in ~~Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below, column (d).~~
 3. Front Yard. The minimum front yard setback shall be as specified in the ~~applicable City code given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.~~
 4. Side Yard. The side yard setbacks for any main structure shall be as specified in the given ~~Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.~~
 5. Side Yard Setbacks on Lots 50% Larger Than Minimum Lot Width. Lots with a width 50% or more larger than the required minimum lot width shall measure side yard setbacks per the following:
 - a. The combined measurements of the side yard setbacks shall be at least 25% of the lot width.
 - b. No side setback shall be less than the required minimum side yard setback.
 - c. The width of the lot is measured as the diameter of the largest circle that can be inscribed entirely within the lot excluding any streams, floodplains, wetlands, areas of thirty percent slope or greater, or other natural hazard areas shall be excluded from the circle.
 6. Rear Yard. The minimum rear setback of the primary residence ~~and any accessory building~~ shall be as specified in the ~~applicable City code given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.~~
 7. Rear Yard. The minimum rear setback of ~~the primary residence and~~ any accessory building shall be as specified in the applicable City code.
 8. Building Envelope.
 - a. Building Envelope. The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the perimeter of the property line extended vertically perpendicular to the property line to a height and subsequent angle as set forth in ~~Table 19.71.4, the given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.~~ The entire building shall fit under this envelope except as described in the Projections section below. See figures ~~19.71.1, 19.71.2, and 19.71.3~~ below for building envelope illustrations.

- Adding additional tables and figures to the (RCOZ) Standards that help further clarify and demonstrate how the updated development standards apply in the (R-1), (R-2) and (A-1) Zones.

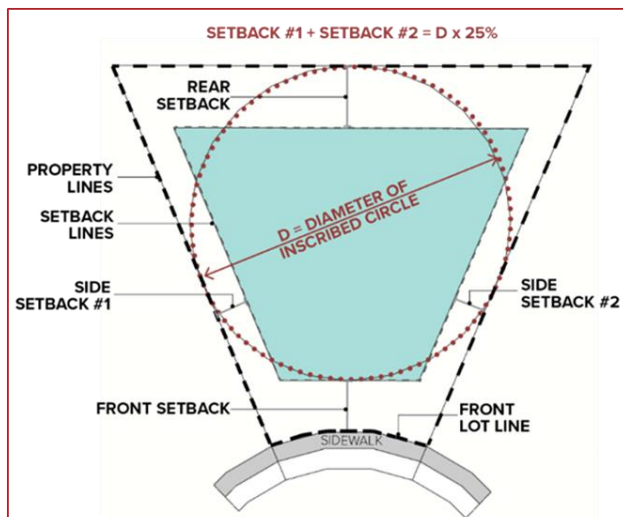
Enhanced Tables

Table 19.71.1 Building Envelope for R-1 Zones					
	R-1-3	R-1-6	R-1-8	R-1-10	R-1-21
Building Height Maximum					
Building Envelope Wall Height and Angle					
Building Envelope Angle					
Minimum Lot Area					
Minimum Lot Width					
Minimum Front Yard Setback					
Min. Side Setbacks on interior lot					
Min. Side Setbacks on corner lot					
Non- Residential Use Min. Side Setback					
Minimum Rear Setback					
Maximum Lot Coverage					

Table 19.71.2 R-2 Zones			
Building Height Maximum			
Building Envelope Wall Height and Angle			
Building Envelope Angle			
Minimum Lot Area			
Minimum Lot Width			
Minimum Front Yard Setback			
Min. Side Setbacks on interior lot			
Min. Side Setbacks on corner lot			
Non- Residential Use Min. Side Setback			
Minimum Rear Setback			
Maximum Lot Coverage			

Table 19.71.3 A-1 Zone	
	A-1 Zone
Building Height Maximum	30'
Building Envelope Wall Height and Angle	12'
Building Envelope Angle	45°
Minimum Lot Area	10,000 sf
Minimum Lot Width	75'
Minimum Front Yard Setback	30'
Minimum Side Yard Setback Interior	10'
Minimum Side Yard Setback on corner	20'
Minimum Rear Yard Setback	30'
Maximum Lot Coverage	31%

Updated Figures





STAFF RECOMMENDATION

While temporary until permanent adoption of updated R-1, R-2, and A-1 Zones, staff finds the proposed (RCOZ) amendments provides a balanced approach to how updated development standards apply in the previous overlay zone. Staff finds the proposed (RCOZ) amendments ensure that identified inconsistencies in spatial requirements and building height and envelopes requirements are enforced and preserved as intended. Staff is recommending that the City Council adopt these updated changes to help preserve the intended development standards of the (RCOZ) while still helping residents take advantage of the summer building season.

SUPPORTING DOCUMENTS

1. [Link to the previous May 28, 2024, \(RCOZ\) Amendment Ordinance 24-25](#)
2. Redlines to newly proposed Draft (RCOZ) Amendment Ordinance (**attached**)

Chapter 19.71 RESIDENTIAL COMPATIBILITY OVERLAY ZONE

19.71.010 Purpose Of Provisions

19.71.020 Overlay Zone, Scope And Application

19.71.030 Option A General Standards; Planning And Development Services Review

19.71.040 Option B Deviations From General Standards Based On Neighborhood Compatibility

19.71.060 Definitions

19.71.010 Purpose Of Provisions

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

19.71.020 Overlay Zone, Scope And Application

- A. Geographic Area of Application. Maps delineating the boundaries of the RCOZ are attached to the ordinance from which this chapter derived as Appendix A and will remain on file with the division. Such maps, as amended, are a part of this title as if fully described and detailed herein. Additional areas may be approved by the council.
- B. Development Activities Covered. The standards and regulations contained in this chapter shall apply to all residential development, exterior remodeling and new construction projects commenced after the effective date of this chapter in the RCOZ, according to the zones listed in ~~Table~~ ~~+~~ Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.
- C. Applicability to Lots of Record. The standards and regulations contained in this chapter shall apply to all legally subdivided lots, including those that were recorded prior to the enactment of this chapter.
- D. Exemption for Previous Residential Development. Noncomplying additions or expansions of buildings or structures commenced or completed prior to the enactment of this chapter are exempt from the requirements of this chapter.
- E. Inconsistent Provisions. When the provisions of this chapter are inconsistent with provisions found in any other chapters of City ordinances, the most restrictive provisions shall apply.

19.71.030 Option A General Standards; Planning And Development Services Review

- A. Application. Any person seeking to build a new residential structure or to significantly reconstruct, renovate or rebuild an existing structure in any zone listed in ~~Table 4~~ **Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones** shall obtain land-use approval from the division. An applicant may seek a determination of the applicable limits under Option A from the division prior to the submission of any building plans.
- B. Standards. Unless applying for approval under Option B, all applications shall comply with the following minimum standards:
1. Maximum Building Height. Each point on the highest ridge of the structure shall be no more than that specified in ~~Table 4~~ **Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones, column (b) below** for the zone in which the property is situated. Maximum building height shall be measured in feet from that point on the original grade vertically below the referenced ridge height (not including chimneys and vent stacks).
 2. Maximum Lot Coverage. The lot coverage of all structures on the lot shall be not more than the percentages given in ~~Table 4~~ **Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below. column (d).**
 3. Front Yard. The minimum front yard setback shall be as specified in the ~~applicable City code~~ **given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.**
 4. **Side Yard. The side yard setbacks for any main structure shall be as specified in the given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.**
 5. Side Yard Setbacks on Lots 50% Larger Than Minimum Lot Width. Lots with a width 50% or more larger than the required minimum lot width shall measure side yard setbacks per the following:
 - a. The combined measurements of the side yard setbacks shall be at least 25% of the lot width.
 - b. No side setback shall be less than the required minimum side yard setback.
 - c. The width of the lot is measured as the diameter of the largest circle that can be inscribed entirely within the lot excluding any streams, floodplains, wetlands, areas of thirty percent slope or greater, or other natural hazard areas shall be excluded from the circle.
 6. **Rear Yard. The minimum rear setback of the primary residence and any accessory building shall be as specified in the applicable City code given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.**
 7. Rear Yard. The minimum rear setback of ~~the primary residence and~~ any accessory building shall be as specified in the applicable City code.
 8. Building Envelope.
 - a. Building Envelope. The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the perimeter of the property line extended vertically perpendicular to the property line to a height and subsequent angle as set forth in ~~Table 19.71.1.~~ **the given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.** The entire building shall fit under this envelope except as described in the Projections section below. **See figures 19.71.1, 19.71.2, and 19.71.3 below for building envelope illustrations.**

Combined Side Setback Calculation Figure

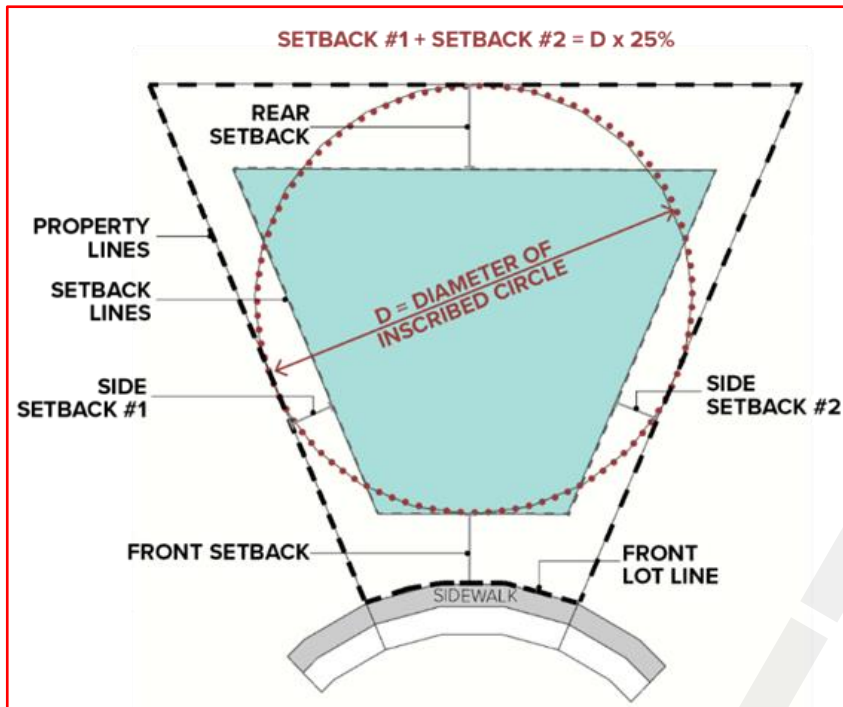


Table 19.71.1 Building Envelope for R-1 Zones

	R-1-3 R-1-4 R-1-5	R-1-6	R-1-8	R-1-10 R-1-15	R-1-21
Building Height Maximum	30'	30'	30'	32'	32'
Building Envelope Wall Height and Angle	30'	12'	8'	8'	8'
Building Envelope Angle	0°	60°	45°	45°	45°
Minimum Lot Area	R-1-3 - 3,000 sf R-1-4 - 4,000 sf R-1-5 - 5,000 sf	6,000 sf	8,000 sf	R-1-10 - 10,000 sf R-1-15 - 15,000 sf	21,000 sf
Minimum Lot Width	25'	60'	65'	80'	100'
Minimum Front Yard Setback	20'	25'	25'	30'	30'
Min. Side Setbacks on interior lots	5' (unless attached to a dwelling on an adjacent lot)	8'	8'	10'	10'
Min. Side Setbacks on corner	20'	20'	20'	20'	20'
Non- Residential Use Min. Side Setback	20'	20'	20'	20'	20'
Minimum Rear Setback	15'	15'	15'	15'	15'
Maximum Lot Coverage	R-1-3 - 40% R-1-4 - 40% R-1-5 - 35%	35%	33%	R-1-10 - 31% R-1-15 - 25%	25%

Figure 19.71.1 R-1-3, R-1-4, and R-1-5 Building Envelope **Figure**

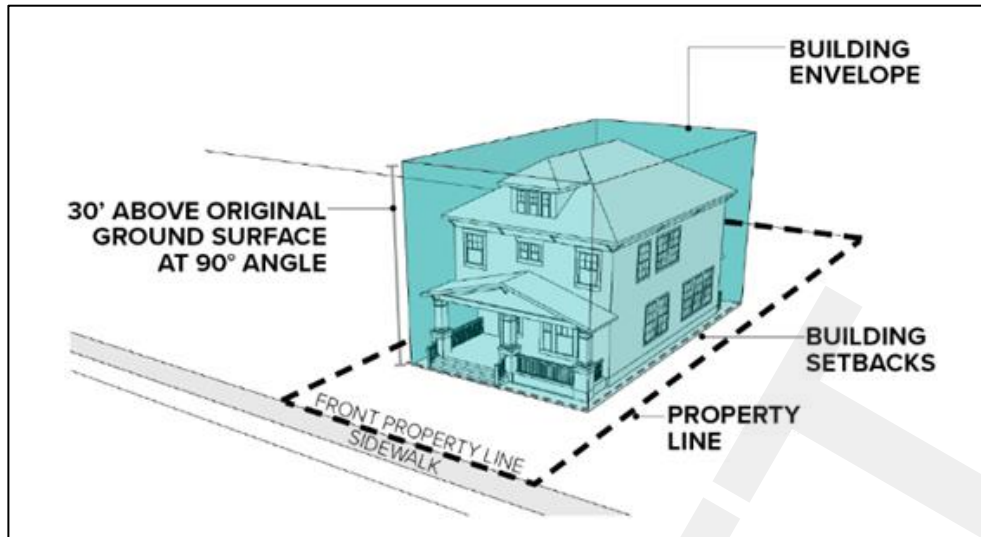


Figure 19.71.2 R-1-6 Building Envelope **Figure**

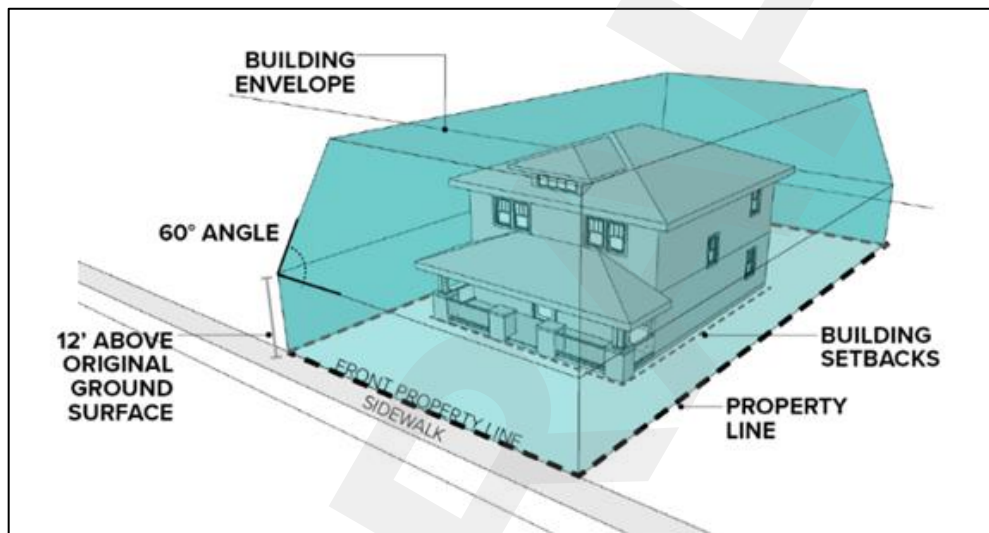


Figure 19.71.3 R-1-8, R-1-10, R-1-15, and R-1-21 Building Envelope **Figure**

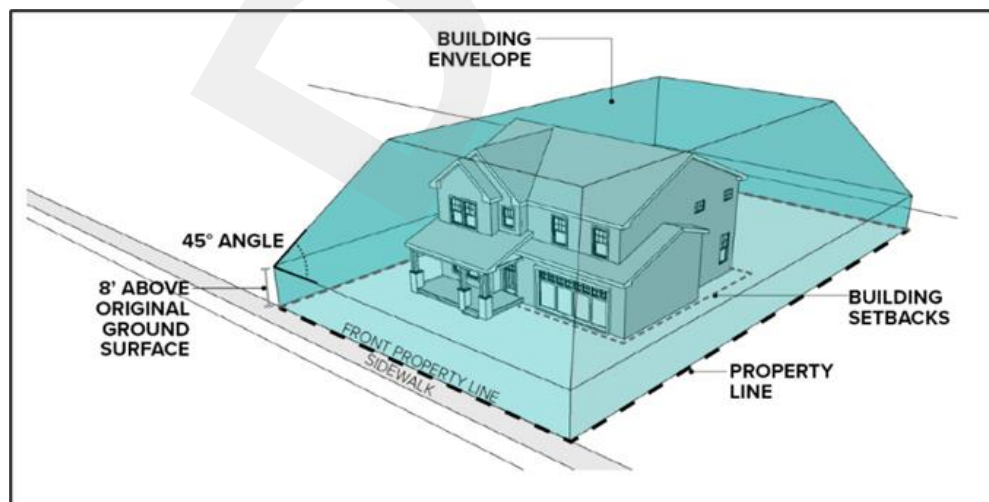
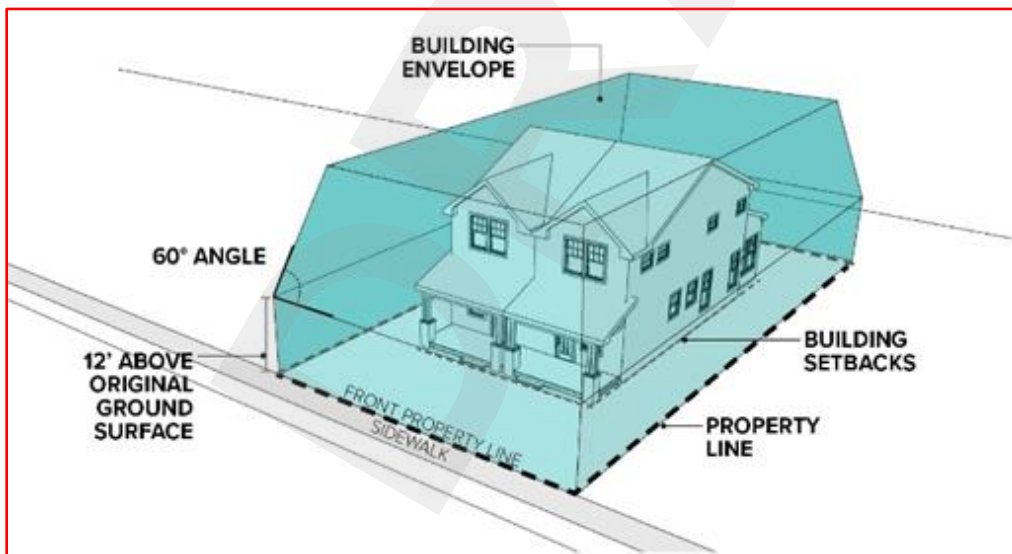


Table 19.71.2 R-2 Zones

	R-2-6.5	R-2-8	R-2-10
Building Height Maximum	30'	30'	30'
Building Envelope Wall Height	12'	8'	8'
Building Envelope Angle	60°	45°	45°
Minimum Lot Area	6,500 sq ft (8,000 sq ft for non-residential)	8,000 sq ft (8,000 sq ft for non-residential)	10,000 square feet (10,000 sq ft for non-residential)
Minimum Lot Width	60'	65'	65'
Minimum Front Yard Setback	25'	30'	30'
Min. Side Setbacks on interior lots	8'	8'	8'
Min. Side Setbacks on corner	20'	20'	20'
Non- Residential Use Min. Side Setback	20'	20'	20'
Minimum Rear Setback	15'	15'	15'
Maximum Lot Coverage	40%	38%	35%

Building Envelope Figure (R-2-6.5)

Building Envelope Figure (R-2-8 and R-2-10)

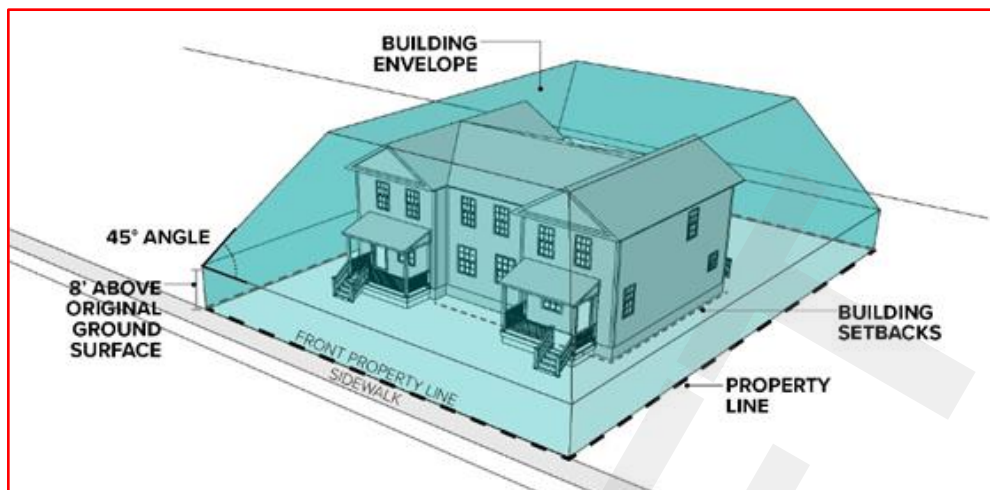
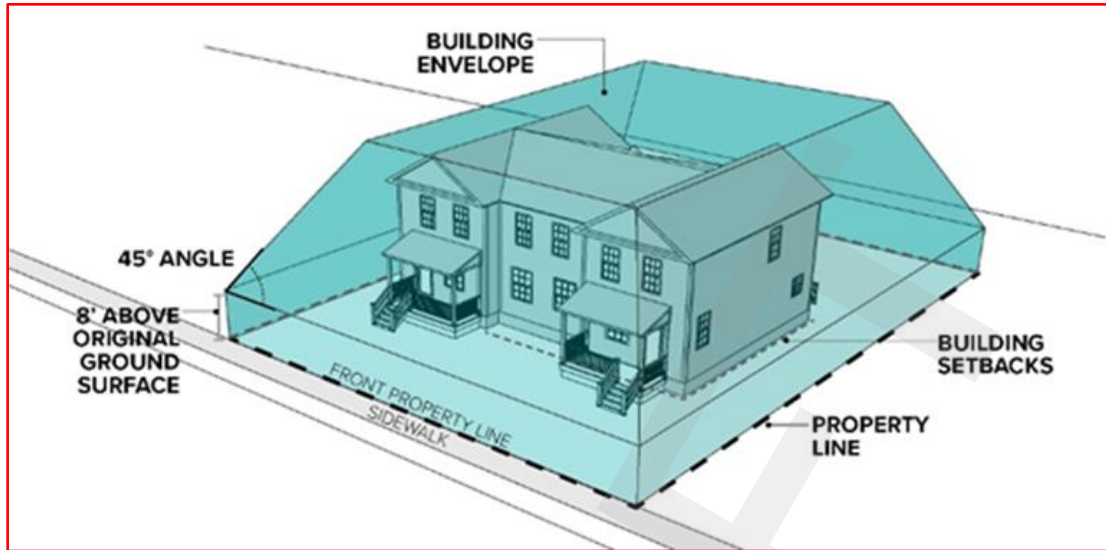


Table 19.71.3 A-1 Zone

	A-1 Zone
Building Height Maximum	30'
Building Envelope Wall Height and Angle	12'
Building Envelope Angle	45°
Minimum Lot Area	10,000 sf
Minimum Lot Width	75'
Minimum Front Yard Setback	30'
Minimum Side Yard Setback Interior	10'
Minimum Side Yard Setback on corner	20'
Minimum Rear Yard Setback	30'
Maximum Lot Coverage	31%

Building Envelope Figure (A-1 Zone)



b. Projections.

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

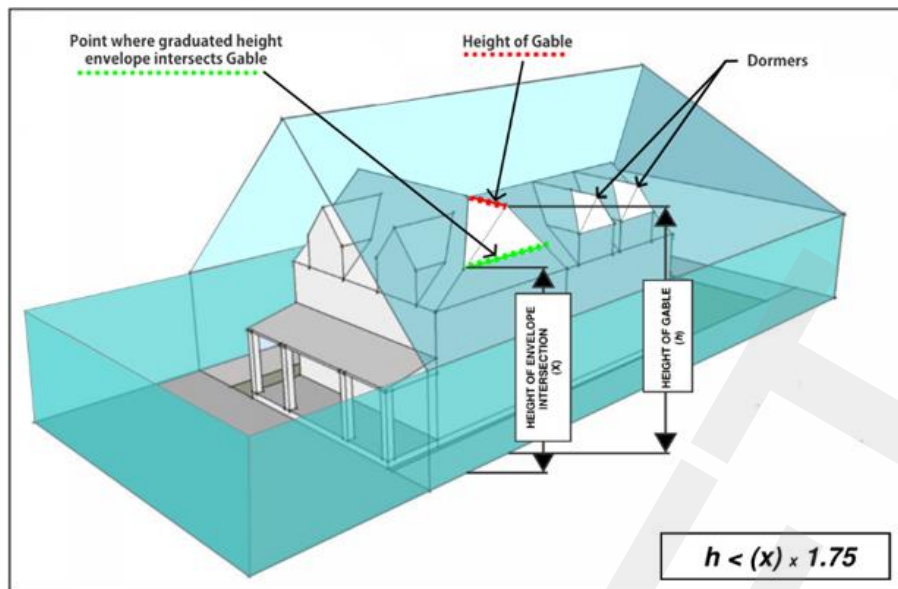
(A) Dormers:

- a. The width of the dormer shall not exceed fourteen (14) feet;
- b. Multiple dormers shall be spaced such that the distance to the edges of the roof is at least one-half the distance between dormers; and
- c. The dormer shall be no higher than the ridge of the roof

(B) Gables:

- a. The height of the gable is less than 1.75 times higher than the point where the graduated building height envelope intersects the gable;
- b. The height of the gable is less than the maximum building height; and
- c. The length of the gable comprises no more than 25% of the length of the building façade.

~~Figure 19.71.4~~ ~~Dormer and Gable illustration with height envelope exception~~ ~~Figure.~~



9. Mass and Scale. To avoid a large, continuous building mass of uniform height; no portion of any building shall continue more than forty feet horizontally without a minimum of an eighteen-inch break in the roofline or an architectural element such as an overhang, projection, inset, material, and textural change to create shadow patterns along the elevation of the building. The elements required by this section are in addition to all other requirements under this Part.
10. Accessory Building. Accessory buildings shall meet all of the requirements established in MKZ 19.14.070 and the building envelope and lot coverage requirements of this chapter.

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

- ~~A. Application. To obtain division approval of deviations from one or more of the requirements of MKZ 19.71.030.B.1, B.2, B.3 or B.4, an applicant must file a separate application in compliance with the corresponding conditions of Subsections D.1, D.2, D.3 or D.4. An applicant may seek a pre-determination of the allowable deviations for proposed construction under Option B from the division prior to submitting building plans.~~
- ~~B. Evidence. Compliance with the corresponding conditions of Option B must be established by reliable photographic, engineering, architectural or other evidence from the proximate neighborhood.~~
- ~~C. Deviations from Other Option A Requirements. No deviations from the Option A requirements of MKZ 19.71.030.B.5 through B.8 may be approved by the division.~~
- ~~D. Permissible deviations from maximum building height, maximum lot coverage and minimum front and side setbacks under Option B are:~~
 - ~~1. Maximum Building Height. The maximum building height that may be approved by the division under Option B is the lesser of:~~
 - ~~a. Three feet plus the average maximum ridge height of residential structures that are on six lots of applicant's choice that:~~
 - ~~(1) Are within the proximate neighborhood of the subject property, as defined in MKZ 19.71.060.B; and~~

~~(2) For which the applicant provides adequate evidence of the maximum building height, as defined in this chapter; or~~

~~(3) The heights specified in column (c) of Table I for the applicable zone.~~

~~2. Maximum Lot Coverage. The maximum lot coverage is 1.15 times the average of the lot coverage percentages of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood of the subject property, such coverage not to exceed the percentages specified in Table I, column (c) for the applicable zone.~~

~~3. Minimum Front Setback. The minimum front setback is the average of the front setbacks of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood of the subject property.~~

~~4. Minimum Side Setbacks. The minimum side setback is the average of the shorter side setback of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood of the subject property, but in no event may it be less than six feet.~~

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

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

~~ZONE (a)~~	~~OPTION A- MAXIMUM- BUILDING- HEIGHT⁽¹⁾ (b)~~	~~OPTION B- MAXIMUM- BUILDING- HEIGHT⁽¹⁾ (c)~~	~~OPTION A- MAXIMUM LOT COVERAGE(2) (d)~~	~~OPTION B- MAXIMUM LOT COVERAGE(2) (e)~~	~~OPTION B PROXIMATE NEIGHBORHOOD(3) (f)~~
~~R-1-3~~	~~30 ft~~	~~33 ft~~	~~35 %~~	~~40%~~	~~100 ft.~~
~~R-1-4~~	~~30 ft~~	~~33 ft.~~	~~35%~~	~~40%~~	~~100 ft.~~
~~R-1-5~~	~~30 ft.~~	~~33 ft.~~	~~35%~~	~~40%~~	~~100 ft.~~
~~R-1-6~~	~~30 ft.~~	~~33 ft.~~	~~35%~~	~~40%~~	~~100 ft.~~
~~R-1-8~~	~~30 ft.~~	~~33 ft.~~	~~33%~~	~~38%~~	~~150 ft.~~
~~R-1-10~~	~~30 ft.~~	~~35 ft.~~	~~31%~~	~~36%~~	~~175 ft.~~
~~R-1-21~~	~~32 ft.~~	~~37 ft.~~	~~25%~~	~~30%~~	~~200 ft.~~
~~R-1-43~~	~~35 ft.~~	~~40 ft.~~	~~23%~~	~~28%~~	~~300 ft.~~
~~R-2-6.5~~	~~28 ft.~~	~~33 ft.~~	~~40%~~	~~45%~~	~~100 ft.~~
~~R-2-8~~	~~28 ft.~~	~~33 ft.~~	~~38%~~	~~43%~~	~~150 ft.~~
~~R-2-10~~	~~30 ft.~~	~~35 ft.~~	~~35%~~	~~40%~~	~~175 ft.~~
~~A-1~~	~~30 ft.~~	~~35 ft.~~	~~31%~~	~~36%~~	~~175 ft.~~

~~(1) Main dwelling~~

(2) All structures

(3) Radial distance from property boundaries

19.71.040 Option B Deviations From General Standards Based On Neighborhood Compatibility

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

1. Evidence. Compliance with the corresponding neighborhood conditions must be established by a survey from the proximate neighborhood, defined as a 200' radial distance from the property boundary. Survey submitted must be completed by a licensed surveyor in the State of Utah.
2. Submittal. NCM requests shall be submitted on a separate form and shall include an additional review fee as set forth in the Millcreek Consolidated Fee Schedule.
3. Permissible Modifications. NCM Standards. Building height, setbacks and lot coverage modifications may be accommodated if the request does not exceed the allowances as set forth in Table 19.71.4 NCM Standards.
4. Non-Permissible Modifications. Building envelope, mass and scale, and accessory structure modifications do not qualify under the NCM.

Table 19.71.4 NCM Standards

Zone	Maximum Height	Lot Coverage	Front Setback	Side Setback	Rear Setback	Max Height
R-1-3	33'	40% *	The average of all lots of within the proximate neighborhood that fronts to the same street, road, or right-of way.	Combined side yard shall be at least twenty-five percent (25%) of the lot width, and no less than six feet (6') on each side.	The average rear yard setback that are on six lots of the applicant's choice within the proximate neighborhood, and no less than 15'	The maximum building height that may be approved by the Planning Director or designee under the NCM standards is the lesser of: 1. Three feet plus the average maximum ridge height of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood; and 2. The max height of the zone specified in column (H) of Table 18.37.4 NCM Standards.
R-1-4	33'	40% *				
R-1-5	33'	40% *				
R-1-6	33'	40% *				
R-1-8	33'	38% *				
R-1-10	35'	36% *				
R-1-15	37'	30% *				
R-1-21	37'	30% *				
R-2-6.5	33'	45% *				

Table 19.71.4 NCM Standards

Zone	Maximum Height	Lot Coverage	Front Setback	Side Setback	Rear Setback	Max Height
R-2-8	33'	43%*				
R-2-10	35'	40%*				
A-1	33'	36%				

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

19.71.060 Definitions

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

- A. "Residential lot" means a legal lot included in one of the zones listed in ~~Table 1, column (a).~~ the given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones above.
- B. "Proximate neighborhood" of a subject lot means every residential lot, excluding the subject lot, which is within the distance from the subject lot specified in ~~Table 1, column (d)~~ the given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones above. For the purpose of calculating maximum building height only, an immediately adjacent multi-resident structure such as an apartment or condominium building may be considered part of the proximate neighborhood.
- C. "Lot coverage" means the measurement of land use intensity that represents the portion of the site occupied by the principal building and all accessory buildings, but excluding all other impervious improvements such as sidewalks, driveways, patios, decks and open porches.
- D. "Gable" means the triangular portion of a wall between the edges of intersecting roof pitches.
- E. "Dormer" means a roofed structure, often containing a window, that projects vertically beyond the plane of a pitched roof. The peak roof elements of a dormer do not extend above the ridgeline of the pitched roof, nor may they exceed 14' in width.

MILLCREEK, UTAH
ORDINANCE NO. 24-40

AN ORDINANCE AMENDING TITLE 19 (“ ZONING”) OF THE MILLCREEK CODE OF ORDINANCES; REVISING CHAPTER 19.71 (“RESIDENTIAL COMPATIBILITY OVERLAY ZONE”) BY MAKING CERTAIN ADDITIONS AND DELETIONS PERTAINING TO BUILDING HEIGHT AND SETBACKS, BUILDING ENVELOPE, ALLOWABLE DEVIATIONS, AND SPECIAL EXCEPTIONS FOR R-2 AND A-1 ZONES; OTHERWISE KNOWN AS THE SECOND RESIDENTIAL COMPATIBILITY OVERLAY ZONE TEXT AMENDMENT

WHEREAS, the Millcreek Council (“Council”) met in a regular session on August 12, 2024, to consider among other things, approving an ordinance amending Title 19 (“Zoning”) of the Millcreek Code of Ordinances, revising Chapter 19.71 (“Residential Compatibility Overlay Zone”) by making certain additions and deletions pertaining to building height and setbacks, building envelope, allowable deviations, and special exceptions for R-2 and A-1 zones; and

WHEREAS, Utah Code Ann. § 10-9a-503 provides in part that the Council may amend any provision of a land use regulation; and

WHEREAS, Millcreek (“City”) has adopted a comprehensive zoning ordinance (“Zoning Ordinance”); and

WHEREAS, City staff has recommended that the Council amend the Millcreek Code of Ordinances to revise the Residential Compatibility Overlay Zone Text Amendment; and

WHEREAS, Utah Code Ann. § 10-9a-502 provides the 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 April 25, 2023, the required notice was published; and

WHEREAS, on June 21, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on June 21, 2023, the planning commission held the required public hearing with respect to amending Title 19 of the Millcreek Code of Ordinances; and

WHEREAS, at the June 21, 2023, planning commission meeting, the Millcreek Planning Commission recommended amending Title 19 of the Millcreek Code of Ordinances, revising Chapter 19.71 by making certain additions and deletions pertaining to building height and setbacks, building envelope, allowable deviations, and special exceptions, otherwise known as the Residential Compatibility Overlay Zone Text Amendment; and

WHEREAS, the Millcreek Code of Ordinances, provides among other things, that before finally adopting any such 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 November 13, 2023, the Council first discussed proposed changes to Chapter 19.71; and

WHEREAS, on May 28, 2024, the Council considered additional amendments to Title 19 of the Millcreek Code of Ordinances, revising Chapter 19.71 by making certain additions and deletions pertaining to building height and setbacks, building envelope, allowable deviations, and special exceptions, otherwise known as the Residential Compatibility Overlay Zone Text Amendment; and

WHEREAS, August 12, 2024, the Council amended Title 19 of the Millcreek Code of Ordinances, revising Chapter 19.71 by making certain additions and deletions pertaining to building height and setbacks, building envelope, allowable deviations, and special exceptions for R-2 and A-1 Zones, otherwise known as the Second Residential Compatibility Overlay Zone Text Amendment; and

WHEREAS, the Council finds that the Residential Compatibility Overlay Zone Text Amendment does not conflict with any applicable policy and guidance of the General Plan; and

WHEREAS, the Council finds that the Residential Compatibility Overlay Zone Text Amendment provides for better development than would be possible under the strict application of the city's zoning ordinances; and

WHEREAS, the Council finds that the Residential Compatibility Overlay Zone Text Amendment does not adversely impact existing public utilities, including but not limited to power, gas, telecommunications, storm water, culinary water, or sanitary sewer.

NOW, THEREFORE, BE IT ORDAINED by the Council that the ordinance amending Title 19 of the Millcreek Code of Ordinances, revising Chapter 19.71 by making certain additions and deletions pertaining to building height and setbacks, building envelope, allowable deviations, and special exceptions is hereby enacted as Exhibit A.

This Ordinance, assigned Ordinance No. 24 -40, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 12th day of August, 2024.

MILLCREEK

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

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

CERTIFICATE OF POSTING

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

ORDINANCE 24-40: AN ORDINANCE AMENDING TITLE 19 (“ ZONING”) OF THE MILLCREEK CODE OF ORDINANCES; REVISING CHAPTER 19.71 (“RESIDENTIAL COMPATIBILITY OVERLAY ZONE”) BY MAKING CERTAIN ADDITIONS AND DELETIONS PERTAINING TO BUILDING HEIGHT AND SETBACKS, BUILDING ENVELOPE, ALLOWABLE DEVIATIONS, AND SPECIAL EXCEPTIONS FOR R-2 AND A-1 ZONES; OTHERWISE KNOWN AS THE SECOND RESIDENTIAL COMPATIBILITY OVERLAY ZONE TEXT AMENDMENT was adopted the 12th day of August, 2024 and that a copy of the foregoing Ordinance 24-40 was posted in accordance with Utah Code 10-3-711 this ____ day of August, 2024.

Elyse Sullivan, City Recorder

EXHIBIT A

Chapter 19.71 RESIDENTIAL COMPATIBILITY OVERLAY ZONE

19.71.010 Purpose Of Provisions

19.71.020 Overlay Zone, Scope And Application

19.71.030 Option A General Standards; Planning And Development Services Review

19.71.040 Option B Deviations From General Standards Based On Neighborhood Compatibility

19.71.060 Definitions

19.71.010 Purpose Of Provisions

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

19.71.020 Overlay Zone, Scope And Application

- A. Geographic Area of Application. Maps delineating the boundaries of the RCOZ are attached to the ordinance from which this chapter derived as Appendix A and will remain on file with the division. Such maps, as amended, are a part of this title as if fully described and detailed herein. Additional areas may be approved by the council.
- B. Development Activities Covered. The standards and regulations contained in this chapter shall apply to all residential development, exterior remodeling and new construction projects commenced after the effective date of this chapter in the RCOZ, according to the zones listed in ~~Table~~ ~~Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones~~ below.
- C. Applicability to Lots of Record. The standards and regulations contained in this chapter shall apply to all legally subdivided lots, including those that were recorded prior to the enactment of this chapter.
- D. Exemption for Previous Residential Development. Noncomplying additions or expansions of buildings or structures commenced or completed prior to the enactment of this chapter are exempt from the requirements of this chapter.
- E. Inconsistent Provisions. When the provisions of this chapter are inconsistent with provisions found in any other chapters of City ordinances, the most restrictive provisions shall apply.

19.71.030 Option A General Standards; Planning And Development Services Review

- A. Application. Any person seeking to build a new residential structure or to significantly reconstruct, renovate or rebuild an existing structure in any zone listed in ~~Table~~ **Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones** shall obtain land-use approval from the division. An applicant may seek a determination of the applicable limits under Option A from the division prior to the submission of any building plans.
- B. Standards. Unless applying for approval under Option B, all applications shall comply with the following minimum standards:
1. Maximum Building Height. Each point on the highest ridge of the structure shall be no more than that specified in ~~Table~~ **Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones, column (b) below** for the zone in which the property is situated. Maximum building height shall be measured in feet from that point on the original grade vertically below the referenced ridge height (not including chimneys and vent stacks).
 2. Maximum Lot Coverage. The lot coverage of all structures on the lot shall be not more than the percentages given in ~~Table~~ **Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below. column (d).**
 3. Front Yard. The minimum front yard setback shall be as specified in the ~~applicable City code~~ **given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.**
 4. Side Yard. The side yard setbacks for any main structure shall be as specified in the **given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.**
 5. Side Yard Setbacks on Lots 50% Larger Than Minimum Lot Width. Lots with a width 50% or more larger than the required minimum lot width shall measure side yard setbacks per the following:
 - a. The combined measurements of the side yard setbacks shall be at least 25% of the lot width.
 - b. No side setback shall be less than the required minimum side yard setback.
 - c. The width of the lot is measured as the diameter of the largest circle that can be inscribed entirely within the lot excluding any streams, floodplains, wetlands, areas of thirty percent slope or greater, or other natural hazard areas shall be excluded from the circle.
 6. Rear Yard. The minimum rear setback of the primary residence ~~and any accessory building~~ shall be as specified in the ~~applicable City code~~ **given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below.**

7. Rear Yard. The minimum rear setback of ~~the primary residence and~~ any accessory building shall be as specified in the applicable City code.

8. Building Envelope.

- a. Building Envelope. The height of structures may be further limited by the building envelope. The building envelope is formed by a box defined by the perimeter of the property line extended vertically perpendicular to the property line to a height and subsequent angle as set forth in ~~Table 19.71.1~~, the given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones below. The entire building shall fit under this envelope except as described in the Projections section below. See figures ~~19.71.1, 19.71.2, and 19.71.3~~ below for building envelope illustrations.

Combined Side Setback Calculation Figure

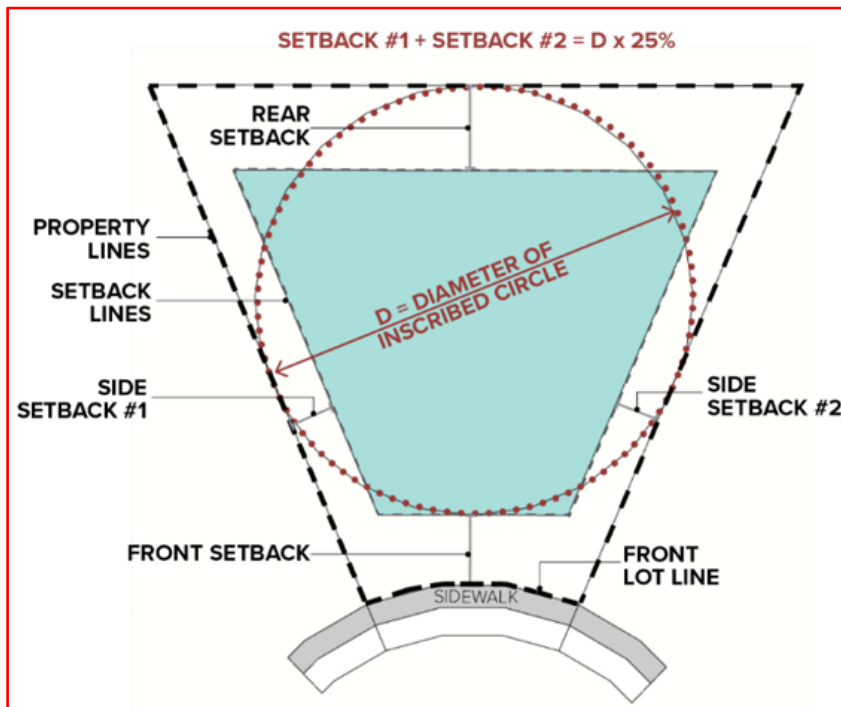


Table 19.71.1 ~~Building Envelope for~~ R-1 Zones

	R-1-3 R-1-4 R-1-5	R-1-6	R-1-8	R-1-10 R-1-15	R-1-21
Building Height Maximum	30'	30'	30'	32'	32'
Building Envelope Wall Height and Angle	30'	12'	8'	8'	8'
Building Envelope Angle	0°	60°	45°	45°	45°
Minimum Lot Area	R-1-3 - 3,000 sf	6,000 sf	8,000 sf	R-1-10 – 10,000 sf	21,000 sf

Table 19.71.1 Building Envelope for R-1 Zones

	R-1-3 R-1-4 R-1-5	R-1-6	R-1-8	R-1-10 R-1-15	R-1-21
	R-1-4 - 4,000 sf R-1-5 - 5,000 sf			R-1-15 - 15,000 sf	
Minimum Lot Width	25'	60'	65'	80'	100'
Minimum Front Yard Setback	20'	25'	25'	30'	30'
Min. Side Setbacks on interior lots	5' (unless attached to a dwelling on an adjacent lot)	8'	8'	10'	10'
Min. Side Setbacks on corner	20'	20'	20'	20'	20'
Non- Residential Use Min. Side Setback	20'	20'	20'	20'	20'
Minimum Rear Setback	15'	15'	15'	15'	15'
Maximum Lot Coverage	R-1-3 – 40% R-1-4 – 40% R-1-5 – 35%	35%	33%	R-1-10 – 31% R-1-15 – 25%	25%

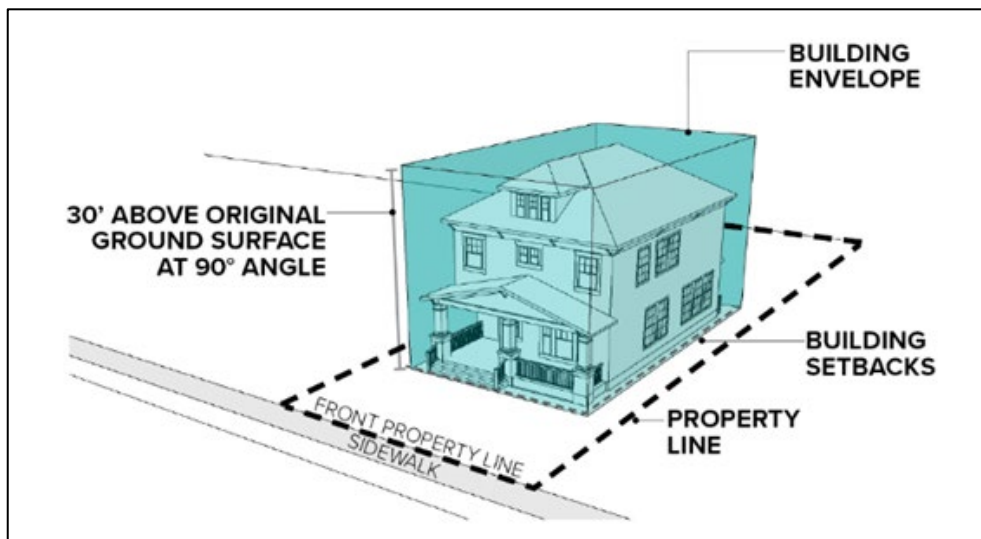
Figure 19.71.1 R-1-3, R-1-4, and R-1-5 Building Envelope Figure

Figure 19.71.2 R-1-6 Building Envelope Figure

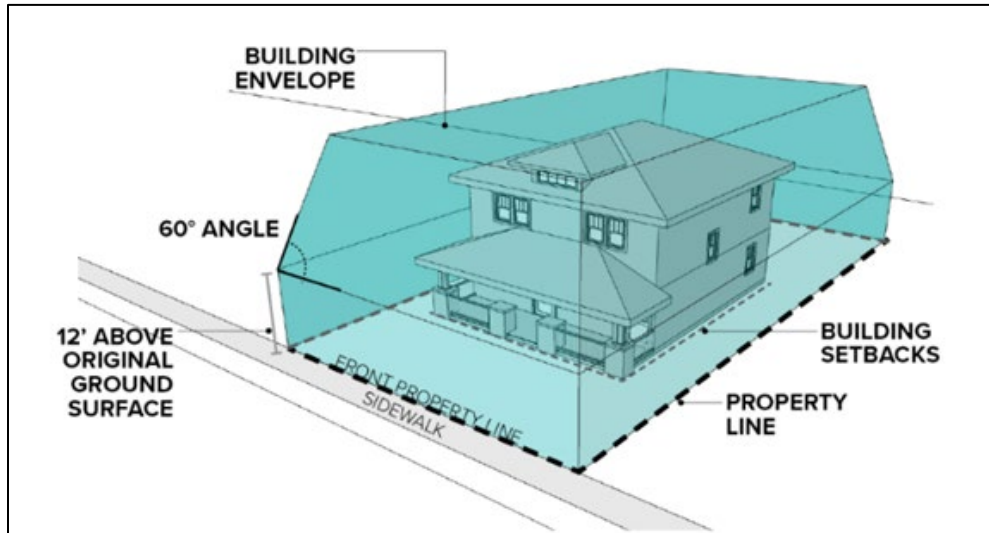


Figure 19.71.3 R-1-8, R-1-10, R-1-15, and R-1-21 Building Envelope Figure

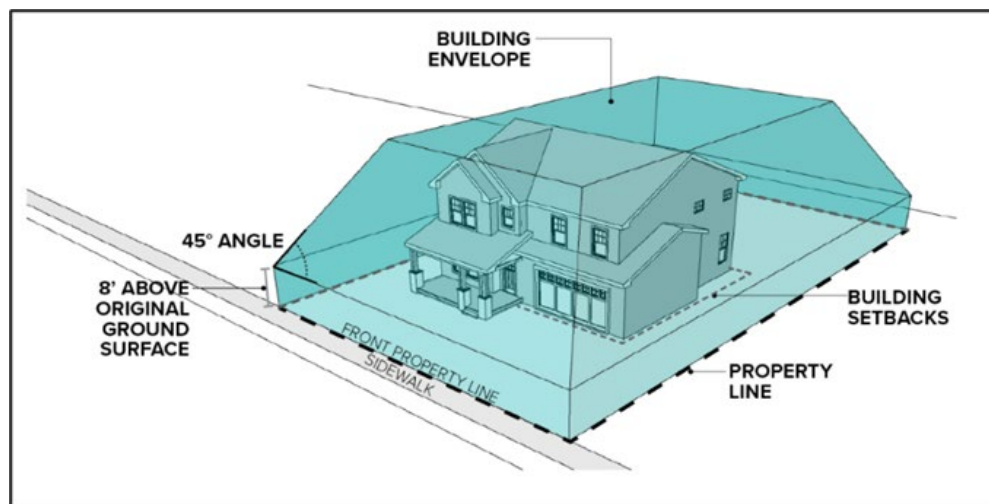
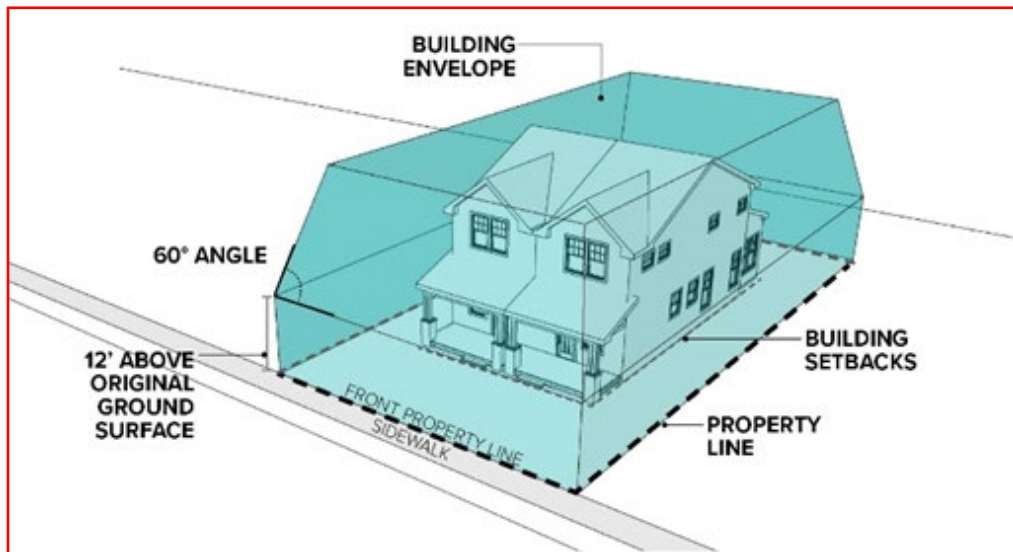


Table 19.71.2 R-2 Zones

	R-2-6.5	R-2-8	R-2-10
Building Height Maximum	30'	30'	30'
Building Envelope Wall Height	12'	8'	8'
Building Envelope Angle	60°	45°	45°
Minimum Lot Area	6,500 sq ft (8,000 sq ft for non-residential)	8,000 sq ft (8,000 sq ft for non-residential)	10,000 square feet (10,000 sq ft for non-residential)
Minimum Lot Width	60'	65'	65'
Minimum Front Yard Setback	25'	30'	30'
Min. Side Setbacks on interior lots	8'	8'	8'
Min. Side Setbacks on corner	20'	20'	20'
Non- Residential Use Min. Side Setback	20'	20'	20'
Minimum Rear Setback	15'	15'	15'
Maximum Lot Coverage	40%	38%	35%

Building Envelope Figure (R-2-6.5)

Building Envelope Figure (R-2-8 and R-2-10)

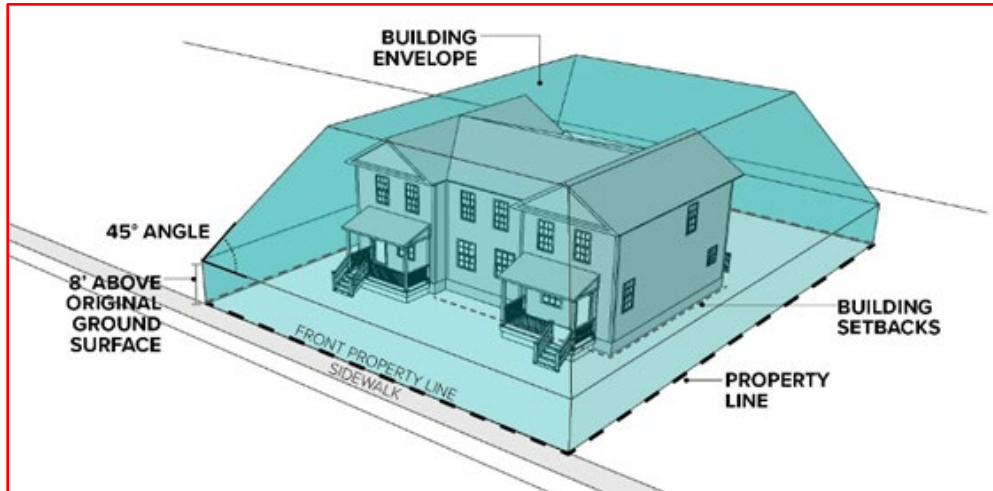
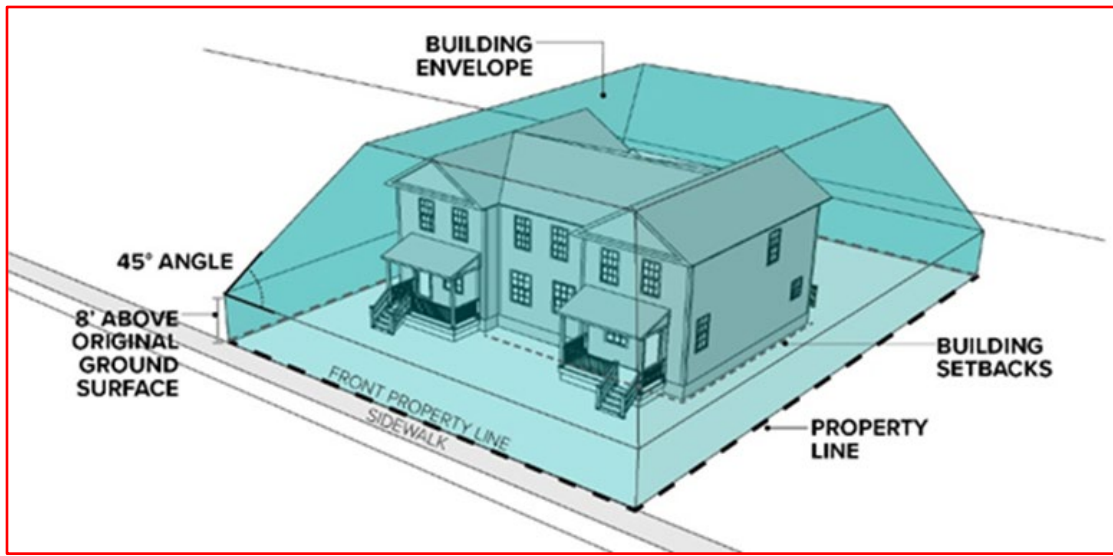


Table 19.71.3 A-1 Zone

	A-1 Zone
Building Height Maximum	30'
Building Envelope Wall Height and Angle	12'
Building Envelope Angle	45°
Minimum Lot Area	10,000 sf
Minimum Lot Width	75'
Minimum Front Yard Setback	30'
Minimum Side Yard Setback Interior	10'
Minimum Side Yard Setback on corner	20'
Minimum Rear Yard Setback	30'
Maximum Lot Coverage	31%

Building Envelope Figure (A-1 Zone)



b. Projections.

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

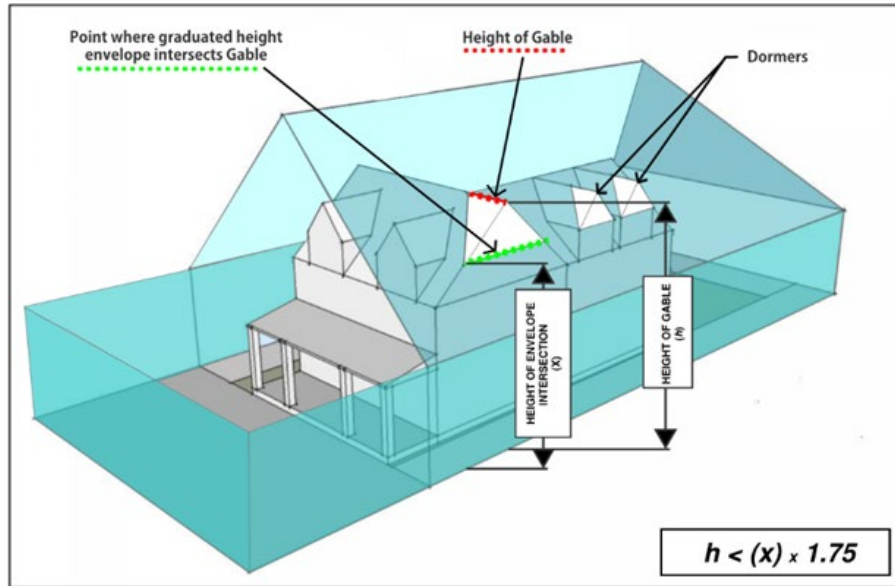
(A) Dormers:

- a. The width of the dormer shall not exceed fourteen (14) feet;
- b. Multiple dormers shall be spaced such that the distance to the edges of the roof is at least one-half the distance between dormers; and
- c. The dormer shall be no higher than the ridge of the roof

(B) Gables:

- a. The height of the gable is less than 1.75 times higher than the point where the graduated building height envelope intersects the gable;
- b. The height of the gable is less than the maximum building height; and
- c. The length of the gable comprises no more than 25% of the length of the building façade.

Figure 19.71.4 Dormer and Gable illustration with height envelope exception Figure.



9. Mass and Scale. To avoid a large, continuous building mass of uniform height; no portion of any building shall continue more than forty feet horizontally without a minimum of an eighteen-inch break in the roofline or an architectural element such as an overhang, projection, inset, material, and textural change to create shadow patterns along the elevation of the building. The elements required by this section are in addition to all other requirements under this Part.
10. Accessory Building. Accessory buildings shall meet all of the requirements established in MKZ 19.14.070 and the building envelope and lot coverage requirements of this chapter.

19.71.040 Option B Deviations From General Standards Based On Neighborhood Compatibility

- ~~A. Application. To obtain division approval of deviations from one or more of the requirements of MKZ 19.71.030.B.1, B.2, B.3 or B.4, an applicant must file a separate application in compliance with the corresponding conditions of Subsections D.1, D.2, D.3 or D.4. An applicant may seek a pre-determination of the allowable deviations for proposed construction under Option B from the division prior to submitting building plans.~~
- ~~B. Evidence. Compliance with the corresponding conditions of Option B must be established by reliable photographic, engineering, architectural or other evidence from the proximate neighborhood.~~

~~C. Deviations from Other Option A Requirements. No deviations from the Option A requirements of MKZ 19.71.030.B.5 through B.8 may be approved by the division.~~

~~D. Permissible deviations from maximum building height, maximum lot coverage and minimum front and side setbacks under Option B are:~~

~~1. Maximum Building Height. The maximum building height that may be approved by the division under Option B is the lesser of:~~

~~a. Three feet plus the average maximum ridge height of residential structures that are on six lots of applicant's choice that:~~

~~(1) Are within the proximate neighborhood of the subject property, as defined in MKZ 19.71.060.B; and~~

~~(2) For which the applicant provides adequate evidence of the maximum building height, as defined in this chapter; or~~

~~(3) The heights specified in column (c) of Table I for the applicable zone.~~

~~2. Maximum Lot Coverage. The maximum lot coverage is 1.15 times the average of the lot coverage percentages of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood of the subject property, such coverage not to exceed the percentages specified in Table I, column (e) for the applicable zone.~~

~~3. Minimum Front Setback. The minimum front setback is the average of the front setbacks of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood of the subject property.~~

~~4. Minimum Side Setbacks. The minimum side setback is the average of the shorter side setback of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood of the subject property, but in no event may it be less than six feet.~~

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

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

~~ZONE~~ ~~(a)~~	~~OPTION A~~ ~~MAXIMUM~~ ~~BUILDING~~ ~~HEIGHT⁽¹⁾~~ ~~(b)~~	~~OPTION B~~ ~~MAXIMUM~~ ~~BUILDING~~ ~~HEIGHT⁽¹⁾~~ ~~(c)~~	~~OPTION A~~ ~~MAXIMUM LOT~~ ~~COVERAGE⁽²⁾~~ ~~(d)~~	~~OPTION B~~ ~~MAXIMUM LOT~~ ~~COVERAGE⁽²⁾~~ ~~(e)~~	~~OPTION _____ B~~ ~~PROXIMATE~~ ~~NEIGHBORHOOD⁽³⁾~~ ~~(f)~~
-----------------------------------	---	---	--	--	--

~~R-1-3~~	30 ft.	33 ft.	35 %	40%	100 ft.
~~R-1-4~~	30 ft.	33 ft.	35%	40%	100 ft.
~~R-1-5~~	30 ft.	33 ft.	35%	40%	100 ft.
~~R-1-6~~	30 ft.	33 ft.	35%	40%	100 ft.
~~R-1-8~~	30 ft.	33 ft.	33%	38%	150 ft.
~~R-1-10~~	30 ft.	35 ft.	31%	36%	175 ft.
~~R-1-21~~	32 ft.	37 ft.	25%	30%	200 ft.
~~R-1-43~~	35 ft.	40 ft.	23%	28%	300 ft.
~~R-2-6.5~~	28 ft.	33 ft.	40%	45%	100 ft.
~~R-2-8~~	28 ft.	33 ft.	38%	43%	150 ft.
~~R-2-10~~	30 ft.	35 ft.	35%	40%	175 ft.
~~A-1~~	30 ft.	35 ft.	31%	36%	175 ft.

~~(1) Main dwelling~~

~~(2) All structures~~

~~(3) Radial distance from property boundaries~~

19.71.040 Option B Deviations From General Standards Based On Neighborhood Compatibility

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

1. Evidence. Compliance with the corresponding neighborhood conditions must be established by a survey from the proximate neighborhood, defined as a 200' radial distance from the property boundary. Survey submitted must be completed by a licensed surveyor in the State of Utah.
2. Submittal. NCM requests shall be submitted on a separate form and shall include an additional review fee as set forth in the Millcreek Consolidated Fee Schedule.
3. Permissible Modifications. NCM Standards. Building height, setbacks and lot coverage modifications may be accommodated if the request does not exceed the allowances as set forth in Table 19.71.4 NCM Standards.

4. Non-Permissible Modifications. Building envelope, mass and scale, and accessory structure modifications do not qualify under the NCM.

Table 19.71.4 NCM Standards						
Zone	Maximum Height	Lot Coverage	Front Setback	Side Setback	Rear Setback	Max Height
R-1-3	33'	40% *	The average of all lots of within the proximate neighborhood that fronts to the same street, road, or right-of way.	Combined side yard shall be at least twenty-five percent (25%) of the lot width, and no less than six feet (6') on each side.	The average rear yard setback that are on six lots of the applicant's choice within the proximate neighborhood, and no less than 15'	The maximum building height that may be approved by the Planning Director or designee under the NCM standards is the lesser of: 1. Three feet plus the average maximum ridge height of residential structures that are on six lots of applicant's choice that are within the proximate neighborhood; and 2. The max height of the zone specified in column (H) of Table 18.37.4 NCM Standards.
R-1-4	33'	40% *				
R-1-5	33'	40% *				
R-1-6	33'	40% *				
R-1-8	33'	38% *				
R-1-10	35'	36% *				
R-1-15	37'	30% *				
R-1-21	37'	30% *				
R-2-6.5	33'	45%*				
R-2-8	33'	43%*				
R-2-10	35'	40%*				
A-1	33'	36%				

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

19.71.060 Definitions

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

- A. "Residential lot" means a legal lot included in one of the zones listed in ~~Table I, column (a).~~ the given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones above.
- B. "Proximate neighborhood" of a subject lot means every residential lot, excluding the subject lot, which is within the distance from the subject lot

specified in ~~Table 1, column (d)~~ the given Table 19.71.1 R-1 Zones, Table 19.71.2 R-2 Zones and Table 19.71.3 A-1 Zones above. For the purpose of calculating maximum building height only, an immediately adjacent multi-resident structure such as an apartment or condominium building may be considered part of the proximate neighborhood.

- C. "Lot coverage" means the measurement of land use intensity that represents the portion of the site occupied by the principal building and all accessory buildings, but excluding all other impervious improvements such as sidewalks, driveways, patios, decks and open porches.

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

E. "Dormer" means a roofed structure, often containing a window, that projects vertically beyond the plane of a pitched roof. The peak roof elements of a dormer do not extend above the ridgeline of the pitched roof, nor may they exceed 14' in width.

MILLCREEK, UTAH
RESOLUTION NO. 24-17

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH SOUTH SALT LAKE CITY FOR AN APS
(AUDIBLE PEDESTRIAN SYSTEM) IN THE TRAFFIC SIGNAL LOCATED AT
3900 SOUTH 300 EAST**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on August 12, 2024, to consider, among other things, approving an Interlocal Cooperative Agreement with South Salt Lake City for an APS (Audible Pedestrian System) in the Traffic Signal located at 3900 South 300 East; 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, South Salt Lake City (“*South Salt Lake*”) 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 an agreement with South Salt Lake for an APS (Audible Pedestrian System) in the Traffic Signal located at 3900 South 300 East; and

WHEREAS, an Agreement 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. 24-17, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 12th day of August 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

Contract No. _____
D.A. No. _____

**SECOND AMENDMENT TO THE
INTERLOCAL COOPERATION AGREEMENT
FOR
PUBLIC WORKS SERVICES**

THIS SECOND AMENDMENT (this “Amendment”) is made to the Interlocal Cooperation Agreement (“Agreement”) between SALT LAKE COUNTY (the “COUNTY”) and CITY OF MILLCREEK (the “CITY”), dated _____ regarding the provision of public works services.

WITNESSETH:

WHEREAS, the CITY and COUNTY entered into the Agreement for COUNTY to provide public works services; and

WHEREAS, the Agreement provided that the Parties could amend the Agreement’s exhibits as necessary by executing an amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree to amend the Agreement as follows:

1. Cost of Services. Exhibit “B” to the Agreement, as previously amended, is stricken and replaced with an updated Cost of Services schedule, attached here and incorporated as Exhibit “B.” Services provided after the execution of this Amendment shall be invoiced in accordance at these new rates.

2. All other terms and conditions of the Agreement not expressly addressed in this Amendment remain unchanged and in full effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have subscribed their names hereon and caused
this Amendment to be duly executed on the ____ day of _____, 2024.

SALT LAKE COUNTY

CITY OF MILLCREEK

By: _____
Mayor or Designee

By: _____
Mayor or Designee

Date: _____

Date: _____

Departmental Approval

ATTEST:

By: _____
Public Works Director

By: _____
City Recorder

Division Approval

By: _____
Operation Division Director

Review as to form

Review as to form

Deputy District Attorney

By: _____
City Attorney

Exhibit B

Cost of Services

2024-2025

	Millcreek	Millcreek	Millcreek
	Metrics	Units	Costs
Direct Employees	15.00	FTEs	
Shared Employees	4.19	FTEs	
Employee Costs			2,002,858
Snow Plow Cost			873,188
Shared Equipment			730,441
Dumping			32,586
Salt	12,130.56	Tons	280,216
Overlay Materials	126,853.02	SqFt	140,680
Concrete Materials			123,600
Crack Seal Materials			49,225
Patching Materials			52,957
Other Materials			137,162
Micropave			180,691
Slurry Seal			56,138
Other Subcontracted Services			-
Street Lighting Maintenance	1,556.00	Lights	116,700
Street Lighting Construction			-
Traffic Signal Preventative Maintenance	21.75	Signals	36,426
Traffic Signal Non Preventative Maintenance	21.75	Signals	20,577
Administration			857,448
Total Contract			5,690,894

* Non-Contracted Services will be billed separately from the contracted services.



**Minutes of the
Millcreek City Council
June 24, 2024
6:30 p.m.
Work Meeting
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on June 24, 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

City Staff

Mike Winder, City Manager
Elyse Sullivan, City Recorder
Jim Hardy, Building Official
John Brems, City Attorney (electronic)
Kurt Hansen, Facilities Director
Rita Lund, Communications Director
Francis Lilly, Assistant City Manager
Lisa Dudley, HR-Finance Director

Attendees: Rick Hansen, Mark Riley, Julia Riley, Brenda White, Joyce Crossley, Shea McDonough, Dan Worley, Kadee Worley, Russ Johnsen, Shauna Johnsen, Tanya Beal, Maragaret Douglass, Sandra Walker, Amanda Clark, Brian Clark, Kerwin Ipsen, Cindi Ipsen, Nicole Curtis, Jarvie Curtis, Mickey Burnaam, Renee Hansen, Toj Zaharias, Leslie Blackham, MaryAnn Mackley, Micah Mackley, Detective Darren Paul, Chief Christine Petty-Brown

WORK MEETING – 6:30 p.m.

TIME COMMENCED – 6:30 p.m.

Mayor Silvestrini called the work meeting to order.

1. Annual Fraud Risk Assessment; Lisa Dudley, HR-Finance Director

Lisa Dudley said each year, Millcreek undergoes a self-assessment known as a progress assessment designed and procured by the State Auditor's Office to mitigate the risks of fraud, abuse, and non-compliance within local government. This assessment serves as a foundational tool for ongoing growth and development, allowing Millcreek to exceed basic requirements as it evolves. It aims to enhance the management of internal controls and ensure adherence not only to city council policies but also to state and federal regulations. The initiative stems from concerns raised to the State Auditor's Office regarding fraud and abuse, prompting the need for preventive measures. The key to these efforts is implementing robust internal controls aligned with COSO standards, emphasizing factors like leadership commitment, risk assessment, control activities,

communication, and monitoring. The goal is to establish policies and procedures that safeguard public funds effectively without outweighing the associated costs. Last year's assessment identified areas for improvement, such as conflict of interest policies and ethical behavior standards, which have since been revised and reinforced. Moving forward, Millcreek aims to enhance policies around procurement, purchasing cards, and internal fraud reporting, and exemplifying their commitment to continuous improvement and transparency in governance. She said Kurt Hansen was working with Les Olson to create a fraud hotline email to report fraud and abuse. Council Member Jackson asked who would receive the emails. Dudley said the hotline was for use by the public and employees and the emails would go to the audit committee (two council members, city manager, city attorney, and finance director). Mayor Silvestrini brought up emails being hard to keep anonymous. So that would still need to be figured out. Council Member Catten suggested a form on the website. Dudley said the report would be addressed by the audit committee.

The State Auditor's Office recommended measures: separation of duties, establish and maintain an ethical environment, specific written policies, hire and train qualified staff, provide effective training, implement a hotline, implement an internal audit function, and use an audit committee. The fraud risk assessment scoring areas were an all or nothing point system on basic separation of duties, written policies, annual statement of ethical behavior, degreed, licensed, or certified accountant, and required CEUs or formal training. There were 395 points possible, and Millcreek scored 375. Mayor Silvestrini said at all staff meeting, the film, "All the Queens Horses" was shown. It is about a finance director in a small town in Illinois who embezzled millions from the town and purchased horses. The public held the town council responsible for not watching the budget.

2. Staff Reports

Council Member Jackson gave the Treasurer's report:

As of June 24, 2020, the operating account has \$1,272,196. The PTIF, which is the state treasury fund account, has \$41,382,179. So, the total available shared cash is \$42,654,376 of revenue sources. The current property tax received is over 100% from what was had last year at this time, at \$11,875,732. The sales tax, which is eight months' worth of revenue, is at 77.55%, \$11,437,915. The building permits, which are up significantly, are at 112.20% and \$1,683,054. General Fund total revenue, as of this year is 96.56% received with \$38,572,937. The disbursements include 131 written checks in the amount of \$3,810,345, 14 bank drafts in the amount of \$1,788,238, and three payroll periods in the amount of \$458,875. So total disbursements are \$6,057,457.

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

There was none.

Council Member DeSirant moved to adjourn the work meeting at 6:53 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:02 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

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

1.2 Unified Police Department Millcreek Precinct Officer of the Month for May 2024

Chief Petty-Brown announced Detective Darren Paul as the Officer of the Month for April 2024. Detective Paul investigated forged checks and 44 suspects were identified in fraud to a financial institution totaling \$1.4 million. He trained the institution's employees to be able to identify the fraud. The suspects were charged federally. Mayor Silvestrini noted federal prison sentences were longer than state sentences. He said the Unified Police Department (UPD) was separating from the Salt Lake County Sheriff's Office as a reorganization from state legislation. He discussed how Millcreek City Hall would be housing some of the shared services since UPD would be leaving the Sheriff's Office building.

Council Member Jackson moved to reorder the agenda to move item 3.4 next, ahead of public comment. Council Member DeSirant seconded. The Mayor 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.

3.4 Staff Reports

Francis Lilly reported in regard to a proposed group home at 827 E 4280 S. City staff met with the property owner and informed them of the need to obtain a building permit for the interior remodel. At a second meeting with the property owner, the fire marshal was involved because the owner intended to exceed the maximum occupancy allowed in the zone (4 unrelated adults) through reasonable accommodation. The owner had not yet made an application for the reasonable accommodation. After an onsite meeting, the Building Official informed the property owner of the building permit process. Lilly requested that the property owner hold a neighborhood meeting. That was the last he had heard from the property owner.

Mayor Silvestrini said interior improvements needed a building permit to ensure the structure is safe. When work is done without a permit, the city can issue a stop work order to cease construction until a permit is obtained, and the city can charge double the fees. The city did issue a building permit for the property and the fees were paid. The city will inspect the construction. Occupancy cannot start until a certificate of occupancy is issued. The owners have not yet applied for reasonable accommodation. If the city treats this class of resident differently, it presents a legal challenge. Mayor Silvestrini said the State of Utah requires cities to review plans, give corrections, and approve or deny plans within a certain period of time, same with inspections.

Lilly said he has researched the topic over the last two weeks. He observed the narrow road, the house is smaller than most other group home configurations in Millcreek. He is prepared to sign a contract with a third party analyst for reasonable accommodations. If the owner makes an application, he would like to retain the consultant to get a better understanding about reasonable expectations for return on investment and other kinds of categorical limits. He felt there were physical constraints to this home and neighborhood for a large group home. He is trying to be fair to everyone. Mayor Silvestrini said the city would follow the law and not discriminate, but appreciated the concern expressed by the neighborhood. Mayor Silvestrini said the city would hold a neighborhood meeting if the property owner did not.

Jim Hardy added that there was a new wall built within the home, but it was not used to build a new bedroom. The plan review was done quickly. Every building permit receives review, timing can differ by permit type. The Building Department tries to get permits issued as quickly as possible for residents. As long as a building permit application meets qualifications, the city cannot fail a building, only redline the plans and pass it along. The permit was expedited but in a manner standard for the department.

1.3 Public Comment

Renee Hansen expressed concern about Millcreek's ordinances, that any organization can buy a home and turn it into a group home without consulting neighbors or making zoning changes. This seems to allow group homes in single-family zones without restrictions. The neighborhood believes the zoning laws should be revised to reflect the reality of neighborhoods, distinguishing between single-family and group home zones. They feel let down by the city's regulations, which do not protect single-family neighborhoods. They are asking for restrictions on permits to avoid negative impacts on the community. The neighborhood is revitalizing with many young families investing heavily in their homes, and she wants to ensure they have a say in such significant changes.

Jarvie Curtis said the neighborhood feels the need to remind the council that a special use permit is an accommodation. The joint statement from the Department of Justice on reasonable accommodations under the Fair Housing Act is for a person with a disability to have an equal opportunity to use and enjoy a dwelling including public and common spaces. It is not an accommodation to allow investors or nonprofit organizations to make profits from people with disabilities. Organizations should not cram people into homes to maximize profits. Instead, permits should be used to support the needs of individuals with disabilities appropriately, without compromising neighborhood integrity. Millcreek's current zoning laws and city council practices seem to enable misuse and exploitation. The neighborhood needs clear explanations on why current zoning adjustments are necessary and beneficial for those with disabilities, rather than for business interests.

Dan Worley wanted to discuss the necessity of granting special use permits for this location. According to the Department of Justice and HUD, not all modifications to zoning laws are reasonable if they impose undue burdens or fundamentally alter land use. In Millcreek, citizens should also be considered in these decisions. Altering single-family zoning laws should only be necessary if the location is crucial for disabled individuals, such as proximity to treatment facilities, or if suitable properties are unavailable. However, a recent Zillow search shows there are many other properties available that

could serve this purpose. The home in question appears to have been purchased specifically to be converted into a recovery facility, suggesting there are other appropriate locations. He proposed that the permitting process should include a requirement to demonstrate why this specific location is essential for the disabled individuals. The proposed location is not exceptional.

Mickey Burnaam said this was a family neighborhood. The neighborhood believes that granting this permit would fundamentally alter the neighborhood and negatively impact its character. This proposal feels like a disregard for the community's values. She reviewed other group home locations and found that those situated on major thoroughfares did not significantly affect those neighborhoods, while those in residential areas did cause increased traffic and safety concerns. The proposed facility would increase traffic through her neighborhood significantly, affecting up to 55 homes. This is much greater than the impact seen in other group home locations. Additionally, while a large family under single-family zoning might have a smaller traffic impact, a group home would have ongoing traffic issues due to the high turnover of residents and vehicles.

Amanda Clark relayed a timeline of dishonest behavior from someone associated with the facility and unlawful acts associated with the remodel construction of the home. She felt since the leader of the recovery program was dishonest the residents of the facility would be too.

Nicole Curtis felt the property owner did not have the best interest of the disabled people. She thought 16 adult men would be the occupants of the proposed facility. The plan to overcrowd this small space and use inadequate basement windows raises serious issues about the well-being of the residents, suggesting the facility's focus is more on maximizing profit than on providing proper care. This situation seems to lack compassion and proper planning for the recovering individuals. Additionally, the organization's disregard for building codes and failure to communicate with neighbors undermines trust and raises doubts about their commitment to supporting the residents. She noted that she had reached out to someone affiliated with the property but had not heard back.

Sandra Walker said the zoning ordinance should include specific information on what property characteristics were needed for a group home. There were gaps in code on special accommodations. She expressed concern with lack of sidewalks and with the increased traffic, people would not have a vested interest in the neighborhood and would likely speed.

Leslie Blackham had two concerns, neighborhood protection and business validity. She wondered how many permit violations or instances of criminal behavior would lead to a special permit being denied or rescinded. She felt that one act was too many with vulnerable residents in the neighborhood. She said three businesses seemed to be associated with this facility. She asked the city to vet businesses.

Brian Clark was surprised that a building permit could be turned around so quickly after a number of infractions. He said the city website acknowledged that remodels required a

test for asbestos and lead based paint. He asked how those tests could be done within 24 hours.

Kadee Worley expressed concern for an increase in traffic. She assessed other facilities in the city and they compared drastically to the proposed ones. Others had large rooms, ample parking, were located on a major thoroughfare, and were professional. This facility would not be well placed. She would like more information on the proposed facility. She felt the business would create more harm than good.

Mayor Silvestrini said a neighborhood meeting would be organized.

2. Financial Matters

2.1 Public Hearing to Amend the Fiscal Year 2023-24 General Fund, Capital Improvement Project Fund, and Storm Water Fund Budgets

Mayor Silvestrini briefly mentioned the UPD separation from the Salt Lake County Sheriff's Office. He said a new unit would be shared with Midvale, Direct Enforcement Unit, and it would replace the Community Crime Suppression Unit. He mentioned that five officers would be leaving the Millcreek Precinct, and the city would need to pay \$240,000 as part of a compensated leave policy.

Lisa Dudley reviewed the adoption date of the FY24 budget being June 12, 2023, and four subsequent amendments had taken place since then. She reviewed the General Fund budget amendments that were added after the council meeting packet had been distributed the prior week. She highlighted the changes to the General Fund budget, Millcreek Center CRA budget, West Millcreek CRA budget, Woodland Avenue CRA budget, Olympus Hills CRA, Millcreek Community Foundation budget, and Capital Improvement Projects (CIP) fund.

Council Member Jackson moved to open the public hearing. Council Member Uipi seconded. The Mayor 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.

Elyse Sullivan noted Ordinance 24-32 referenced this budget amendment being the 4th for the fiscal year, but it was actually the 5th and should be changed accordingly.

Council Member DeSirant moved to close the public hearing. Council Member Jackson seconded. The Mayor 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 Discussion and Consideration of Ordinance 24-32, Amending the Budget for the 2023-24 Fiscal Year

Council Member Uipi moved to adopt item 2.2 as amended (changing from fourth amendment to the fifth). 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 voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

2.3 Discussion and Consideration of Ordinance 24-33, Adopting a Final Budget and Making Appropriations for the Support of Millcreek for the Time Period Beginning July 1, 2024, and Ending June 30, 2025

Lisa Dudley noted that no changes had been made since the last council meeting.

Council Member Jackson moved to adopt Ordinance 24-33, Adopting a Final Budget and Making Appropriations for the Support of Millcreek for the Time Period Beginning July 1, 2024, and Ending June 30, 2025. 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 voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

Mayor Silvestrini said the budget included a 4% cost of living adjustment and 1.5% merit for employees. Mike Winder commended the council.

3. Reports

3.1 Mayor's Report

Mayor Silvestrini reported a successful Juneteenth observance. He acknowledged an email the council had received about gay pride events that took place on Millcreek Common that did not feel they were consistent with community values. Mayor Silvestrini attended the car wash, and he did not see anything inappropriate. He said there were people in swimming suits washing cars. He also received comments that felt the events were inclusive and important. He felt the newly adopted budget was cleaner and more transparent. The 2000 E and 900 E projects were almost complete. The city had received complaints about road work done on Hillview Avenue. The city did a 2 inch overlay, which is normally pavement preservation. However, the road base under the pavement either deteriorated or never existed. The improvements improved the road surface but ended up being not as satisfactory as expected. There is no budget to reconstruct the road at this point. He also noted the west woonerf of Millcreek Common would be closed temporarily for a concrete pour on June 26th. The city also celebrated World Refugee Day.

3.2 City Council Member Reports

Council Member DeSirant felt the Pride events were successful. Council Member Uipi attended the National League of Cities and Towns Conference in DC and spoke on a panel for the Asia Pacific American Institute of Congressional Studies. She was also recruited to speak at the Asia American Pacific Islanders Lead Summit in Vegas. She networked with a representative with Comcast in DC. Council Member Jackson announced the Independence Eve event on Millcreek Common and the 4th of July parade. The Canyon Rim pickleball court construction was moving along. Council Member Catten said Rocky Mountain Power did a ceremony for a new fast EV charging station on Wasatch Boulevard and 3900 S.

3.3 Treasurer's Report

See work meeting.

3.4 Staff Reports

There were no reports.

3.5 Unified Police Department Report

Chief Petty-Brown reported the crime statistics for May 2024. There were 2,444 calls for service, 859 new police reports, 358 citations/tickets, and 8 booking arrests. In the Violent Crimes Unit, there were 154 active cases. In the Special Victims Unit, there were 125 active cases. There were 10 call outs for the Crash Accident Reconstruction Unit and 8 new calls for the K9 Unit. In Millcreek, there were 34 assaults, 7 burglaries, 15 drug offenses, 77 family offenses, 30 frauds, 63 larcenies, 8 sex offenses, and 9 stolen vehicles. Millcreek detectives were assigned 79 cases and 37 were submitted for charges. There were 17 transient related calls and 42 mental health calls.

Council Member Uipi asked how the mental health officer was handling the caseload. Chief Petty-Brown said they were busy. With the UPD separation, Millcreek did not have access to the county social worker anymore. She planned to partner with the mental health detective in Holladay. Mayor Silvestrini mentioned that mental health may become a countywide service.

During the month of May, Millcreek Community Oriented Policing (COP) officers and school resource officers from various schools in Millcreek actively participated in after-school and end-of-year activities. The COP detectives also hosted a building tour for a youth group, providing an engaging and educational experience. The highlight was the delivery of ice cream by Millcreek's UPD Ice Cream Truck, which brought lots of happy faces to the community. The Chief noted the year had been stressful with the separation from the Sheriff's Office.

4. Consent Agenda

4.1 Approval of May 28, 2024 Work Meeting and Regular Meeting Minutes

4.2 Approval of June 18, 2024 Special Meeting Minutes

Council Member Uipi moved to approve item 4.1 and 4.2. Council Member Jackson seconded. The Mayor called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

5. New Items for Subsequent Consideration

There were none.

6. Calendar of Upcoming Meetings

- Mt. Olympus Community Council Mtg., 7/1/24, 6:00 p.m.
- Millcreek Community Council Mtg., 7/2/24, 6:30 p.m.
- Canyon Rim Citizens Association Mtg., 7/3/24, 6:30 p.m. – not meeting
- East Mill Creek Community Council Mtg., TBD – meeting on July 11th
- City Council Mtg. 7/8/24 7:00 p.m.

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 8:48 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

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

Attest: _____
Elyse Sullivan, Recorder

DRAFT



**Minutes of the
Millcreek City Council
July 8, 2024
6:30 p.m.
Work Meeting
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a regular meeting on July 8, 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 (electronic)
Thom DeSirant, District 2
Cheri Jackson, District 3 (excused)
Bev Uipi, District 4 (electronic)

City Staff

Francis Lilly, Assistant City Manager
Elyse Sullivan, City Recorder
Kurt Hansen, Facilities Director
Mike Winder, City Manager
John Brems, City Attorney
Lisa Dudley, HR-Finance Director
Rita Lund, Communications Director
Brad Sanderson, Current Planning Manager
Alexander Wendt, Deputy Recorder

Attendees: Rick Hansen, Pam Spencer, Alicia Fairbourne, Adam Hughes, Laura Renshaw

WORK MEETING – 6:30 p.m.

TIME COMMENCED: 6:30 p.m.

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

Pam Spencer and Alicia Fairbourne with the Utah Municipal Clerks Association presented Alexander Wendt with his Certified Municipal Clerks designation. The mayor commended Wendt for his work and the recorder/clerk position.

2. Community Council Funding Discussion

Mayor Silvestrini said the council has tried to be equitable with funding, which is based on population, to the community councils. The Millcreek Community Council is the largest and has received the most funding relative to the other councils. The Millcreek Community Council has consistently requested city funding but has not spent it consistent to their requests. The community councils are required to submit a budget report of how they have expended their funds each year and a prospective budget that is a request for funding with the intent of how to spend the funding. The Millcreek Community Council had a year end budget

of \$41,000 and had asked the city if they could make donations to nonprofits of their choosing. The mayor did not feel that was an appropriate expenditure. The funds were given to the community council for specific purposes. They are taxpayers' monies and the taxpayers are not choosing the nonprofits. It was concerning to him that much funding had been accumulated. He wanted more details from the community councils on what the funds are spent on. One community council has asked to spend funds on emergency caches but has not done the necessary work to secure agreements for placement of them on properties. The community councils should expend the money according to the budgets or give the money back to the city.

Council Member DeSirant concurred. He was comfortable with the community councils raising their own funds for nonprofits, but not city funds. Council Member Catten agreed but felt they could save money for some type of capital fund. She wondered if the community councils should petition the city for money instead of money being given to them. Council Member Uipi agreed with the comments provided. The community councils were recommending bodies, and the money should come back to the city for community events if it is not to be used appropriately. Mayor Silvestrini felt accumulating funds for a proposed use may be acceptable. The procurement policy would come into play for spending \$41,000. He directed staff to tighten up the budget process and requests from the community councils. Public funds may not be distributed to third party charitable organizations without express city council approval.

Council Member Catten felt other organizations should be treated the same, such as the Millcreek Arts Councils. There needed to be a clear policy on other entities that work with the city but are not run by the city. Mayor Silvestrini agreed on consistency.

3. Staff Reports

Lisa Dudley presented the council with a FY 2024-25 budget in brief and described how it could be found online.

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

There was none.

Council Member DeSirant moved to adjourn the work meeting at 6:59 p.m. Council Member Uipi seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:00 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. He excused Council Member Jackson and noted Council Member Uipi and Council Member Catten were participating electronically.

1.2 Public Comment

Laura Renshaw, Millcreek Library, noted the summer reading program was halfway through. She introduced a garden share program for surplus produce. Mayor Silvestrini reported that Millcreek Promise Program also has a produce share program. Renshaw said they would be starting a dialogue night to discuss controversial topics. Council Member Uipi asked if the senior center still did a current events group session. Renshaw said that had become a library program.

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

Mayor Silvestrini said the council had a first reading of the item previously. The council was aware of issues at the former Fat Cats property. The old Fat Cats facility was being vandalized.

Brad Sanderson showed the council the site proposal changes from June 2023 to present. The former proposal included parking on the north side of the drive aisle on the property with Granite Credit Union. That parking and three units had been removed. The initially proposed 59 units was now down to 56 units. The egress and building elevations had been updated. Mayor Silvestrini asked about individually platted units for sale. Adam Hughes said there would be 17 units for sale. Sanderson recommended approval of the application, based on the findings and conclusions in the staff report, subject to a development agreement with the added section on demolition:

Demolition. On or before July 29, 2024, Developer agrees to secure the current buildings on the Property (“Current Buildings”)“ as directed by the Millcreek Building Official , on or before August 7, 2024, apply and obtain a demolition permit for the Current Buildings from the City in its governmental capacity, and on or before September 20, 2024, complete demolition of the Current Buildings, which shall include but not be limited to removal of the Current Building, hazardous or regulated materials, and debris from the Property. If Developer fails to meet these deadlines or requirements, it shall be considered an Emergency Default as set forth in paragraph 17.

Mayor Silvestrini proposed that the property be addressed soon because of issues with the building’s vacancy. He understood that the applicant was amenable to those development agreement changes.

Adam Hughes, Lotus, said his contractor could meet those dates but requested a two week grace period for the demolition on September 20, 2024 (October 4th). Mayor Silvestrini agreed. He noted another developer in the city had individually platted each unit in another subdivision and found it to be more helpful because the market demanded it.

Mayor Silvestrini asked for public comment. There was none. Council Member Catten thanked the applicant for taking care of the property. She wanted to see continued

surveillance on the property to keep it secure. Hughes expressed concern for the activity and said there would be security patrol added.

Council Member DeSirant moved to approve 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. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

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

Council Member DeSirant moved to approve 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 subject to a development agreement. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

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

Council Member DeSirant moved to approve 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, subject to an amendment to require that the building be secured by July 29, 2024, that a building permit be applied for on or before August 7, 2024, and then the demolition of the building be completed by October 4, 2024, with the additional language discussed. Council Member Uipi seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant 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 24-16, Approving an Interlocal Cooperative Agreement with Salt Lake County for Funding Pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities ("TRCC Funds")
John Brems said this was a cleanup matter.

Council Member DeSirant moved to approve Resolution 24-16, Approving an Interlocal Cooperative Agreement with Salt Lake County for Funding Pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Silvestrini reported that Millcreek was contacted by Unify to have a citizen's assembly which is a convening of residents of the community to select an issue, research the issue, debate the issue, and then make a recommendation to the city council on an issue of concern to the community. It is an opportunity to get folks that have not been engaged before in a civic process to get involved and to collaborate, to try to bridge divides. Citizen assemblies have been held in other parts of the world, but not much in the United States. The council requested that Unify reach out to "underrepresented" persons in the city. The council pledged to consider what the group proposes. The mayor reported a successful "Independence Eve" event at Millcreek Common and East Mill Creek Lions Club 4th of July parade. He cautioned against using fireworks with the hot conditions and potential brush fires. He proclaimed that vandalism at the former Fat Cats and at Canyon Rim Park was unacceptable behavior.

4.2 City Council Member Reports

Council Members DeSirant and Uipi commended the 4th of July parade.

4.3 Staff Reports

Mike Winder appreciated the Community Life and Communications departments. He said the "Independence Eve" event had an admission fee of \$3 this year to help control crowds, and grossed \$12,000+. He noted the public market had a hobby shop going on with race cars. The Farmer's Market would start on Wednesday and run through September on Millcreek Common. The city partnered with Cache Valley Cheese for that event.

Winder gave an update on Jordan River recreation improvements. Winder highlighted a map showing the additional trail in Millcreek. He showed the council plans for the trailhead with a parking lot, pavilion, and climbing structure. A vault toilet was an option to consider for \$80,000. The city is contractually obligated to contribute \$81,000 for the improvement project. He also showed the plans for another parking lot and ramp for boat launching. He presented a sign that would go on the Salt Lake County skybridge saying "Welcome" and "Jordan River Regional Park" and the Millcreek, South Salt Lake, and Salt Lake County logos. Mayor Silvestrini asked about the cost disbursement since the sign was originally going to be 50/50 with South Salt Lake. Winder said the County would pay to add their logo. He showed current pictures of the site. Council Member Catten wondered if the construction would be done by the "Get to the River Festival" in September. Winder suggested a tentative ribbon cutting at the end of September.

5. Consent Agenda

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

Council Member DeSirant moved to approve the June 10, 2024 Work Meeting and Regular Meeting Minutes. Council Member Uipi seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi 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

- 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.

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 8:03 p.m. Council Member Uipi seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

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

Attest: _____
Elyse Sullivan, Recorder



**Minutes of the
Millcreek City Council
July 22, 2024
5:00 p.m.
Work Meeting
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on July 22, 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 (left at 5:55pm, back at 7:05pm)
Cheri Jackson, District 3
Bev Uipi, District 4 (excused)

City Staff

Mike Winder, City Manager
Elyse Sullivan, City Recorder
Francis Lilly, Assistant City Manager
John Brems, City Attorney
Kurt Hansen, Facilities Director
Rita Lund, Communications Director
Brad Sanderson, Current Planning Manager
Shannon Schmidt, Facilities Manager

Attendees: Rick Hansen, Chase Freebairn, Justin Whittaker, Cori Semon, Jeff Frala, Lt. Luis Lovato, Pam Roberts, Chief Zach Robinson, Pete L.

WORK MEETING – 5:00 p.m.

TIME COMMENCED – 5:02 p.m.

Mayor Silvestrini called the work meeting to order.

1. Great Salt Lake Watershed Water Conservation Program Pilot Project Demonstration, Justin Whittaker, WETx

Justin Whittaker said WETx is a water rights management software platform that also does water consulting. A year ago, they received a grant from the Governor's Office of Economic Opportunity to build something for water conservation. They created a water conservation experience, to incentivize people to conserve water. Water Heroes is designed to educate and motivate people to conserve water with the goal of helping people change behaviors and attitudes. It is a sweepstakes platform to reward users for saving water. He asked if Millcreek would participate as a pilot partner. The water user's utility bills will integrate with the system for tracking. Mayor Silvestrini noted Millcreek had four different water providers and asked if that would be a problem. Whittaker said if they could get historical water usage data, it should be okay. A sample population could be used. If residents conserve water, they earn points to work towards prizes. The system will track water savings across the system and from year to

year. The prizes can be whatever the council decides. The system selects winners in a fair and transparent manner.

Whittaker said they could design and define Water Heroes implementation that will help Millcreek reach water conservation targets. The software would be free of charge for the pilot program period. To get started, they would need a Millcreek staff member to work with. The target to get started would be 20-100 households. They would support Millcreek in securing prizes for the sweepstakes from private donors and sponsors. As far as the water provider, he said wherever the data could be obtained first and easiest would help determine a population subgroup. Mayor Silvestrini asked if Whittaker needed consent from the rate payer. Whittaker said that would happen when they sign up for the program. Mayor Silvestrini thought Salt Lake Public Utilities might be the easiest to work with. Mike Winder asked if Whittaker partners with Utah Water Savers. Whittaker said they were not partners but they were in communication with them. Winder did not want to create a redundancy. Whittaker said this program did not duplicate what Utah Water Savers was doing.

Whittaker gave an overview of an implementation timeline over 12 weeks.

Council Member Catten asked if WETx would be doing most of the work. Whittaker confirmed. Council Member Jackson said the council could find interested residents. Council Member Catten reiterated buy-in from the utilities beforehand. Mayor Silvestrini felt there was interest in the community for the program. Winder recommended Sean Murray from the Millcreek Sustainability Committee be the staff contact. The council was in favor of moving forward with the program.

2. Unified Fire Authority Quarterly Report; Assistant Chief Zach Robinson

Chief Zach Robinson presented the 2024 second quarter statistics which included 1,463 incidents with 485 emergent (33%). He highlighted call types, and engine/truck and ambulance responses from various stations. The total emergent time was 4:36, 50th percentile, and 7:11, 90th percentile. The UFA Board approved the FY25 budget, which can be found online. They held two open houses for nearly 200 people interested in testing with UFA for recruitment. There were five testing sessions held in July and 333 candidates participated. They received three of six new ambulances and three type 1 fire engines. There have been several large fires in the west and southwest. There has been an increase in fire activity locally, mainly due to the hot and dry conditions. He encouraged people to stay vigilant in efforts to prevent wildfires. He briefed the council on the staffing for Pioneer Day. The July safety message is to not leave children in vehicles, especially during summer heat. There was one retirement, David Mau.

Winder relayed an incident of ducks being stuck in an irrigation canal and UFA responding and getting them out. Mayor Silvestrini visited with two platoons at Station 106 and those firefighters supported having the ambulance move to Holladay.

3. Wasatch Front Waste and Recycling District Quarterly Report; Pam Roberts, General Manager/CEO

Pam Roberts reported that ten new trucks were put into service. There was a “Garbage Person Day” celebration. She noted she and the executive team attended the “Mind Body Bridging Workshop” in June to learn how to help promote productivity in the workplace as individuals

and teams. The management team met with a consultant to help tackle current and upcoming challenges as an organization. The objective is to get back to the basics of leadership and focus on strengths as individuals and as a team to advance goals and the organization. The district participated in the Millcreek, Brighton, Magna, Copperton, and Taylorsville Days parades. Millcreek's diversion rate from January-June 2024 was 23%. The district created a district statistics page on their website for reporting collection tonnages by commodity. She presented graphs on 2023 and 2024 tonnage comparisons and the use of landfill vouchers (272 in Millcreek in 2024 Q1-Q2). Winder asked about recycling since China did not accept materials anymore. Roberts said China was not a buyer of their commodities. She discussed "hot loads" when items get recycled that should not be recycled, like fireworks, batteries, and chemicals, which ignite the truck load. She said the District Board was considering various fee increases and she would review them with the council in the next quarter.

4. Planning Matters First Reading:

a. **ZM-24-004, Request to Rezone from R-2-8 to R-M at Approximately 950 E Grape Ivy Way; Brad Sanderson, Current Planning Manager**

Council Member DeSirant expressed concern with this item since Grape Ivy Way was a narrow road. He then left the meeting. Brad Sanderson said the subject property was 1.44 acres and contained existing structures. An HOA controls the portion of Grape Ivy Way that connects to 900 E. He said a prior rezone was considered in 2019, recommended denial by the Planning Commission, and the application was withdrawn. This proposal was for 20 townhomes, and a traffic study and geotechnical study were conducted. Egressing onto 900 E was a concern without a good clear view due to large vegetation and parking. Increasing the radius would help. Elyse Sullivan noted that a street labeled as 4500 S on Sanderson's presentation was actually 3825 S.

Sanderson showed the council a zoning map, land use map, density map, site plan, and landscape plan for the proposal. The density of 13.3 units per acre falls within the General Plan's guidelines. There are some concerns about parking, particularly on the north side of Grape Ivy Way, due to the proximity of fences. To address this, the traffic study recommends restricting parking on the north side. There would be four parking stalls on the south side of Grape Ivy Way and four guest stalls within the development. All units will have two-car garages. He showed the council building renderings. The site plan includes various mitigation measures based on neighborhood feedback, such as increased setbacks and enhanced landscaping. The development agreement and zoning conditions will be applied to ensure compliance and prevent future changes to the density or other aspects of the project. Staff recommended approval of the application subject to a zone condition and development agreement.

Council Member Jackson asked how big the units would be. Mayor Silvestrini said there was a need for 3-bedroom units that were owner-occupied in the city. Council Member Jackson asked what had changed significantly since 2019. Sanderson said the traffic study and the developer had been easier to work with. Council Member Catten asked if the units to the west of the property were rentals. Sanderson thought they were owner occupied. Council Member Jackson asked about Grape Ivy Way ownership. The western property owned the road to the north of it, accessing 900 E. The developer would own the property to the north of it and would have legal access to 900 E. The developer and HOA of the other property would make a shared maintenance agreement.

b. ZT-24-004, Proposed Updates to the Wireless Telecommunication Facilities Code in Chapter 18.75; Brad Sanderson, Current Planning Manager

Sanderson said wireless telecommunication facilities, while infrequently applied for, can be contentious depending on their location and design. The last major installation was a 60-foot-tall facility near Home Depot, which has been noted for its unobtrusive appearance. The current code regulating these facilities has not seen significant updates in decades and mostly involves minor changes, primarily to definitions. Due to federal regulations by the FCC, cities have limited authority over safety and design, leading to the proposal of removing many conditional use requirements in favor of clearer standards. The updated code will now include specific guidelines for wall-mounted, roof-mounted, freestanding steel structures, and monopoles, eliminating conditional uses. Wall and roof mounts will have stricter standards regarding height and placement, with antennas required to be close to the wall and set back further from roof edges. New provisions include restrictions on the visibility of these structures and introducing standards for freestanding structures like flagpoles and water towers, designed to blend into the environment. The aim is to ensure that installations are aesthetically pleasing while meeting necessary operational standards.

Mayor Silvestrini asked about regulating poles differently when they are located on sensitive land or natural landscapes. There was an existing one that was controversial on Grandeur Peak. Sanderson said context mattered. There were regulations about size of property, proximity to residential property, and proximity to another monopole. The mayor asked about camouflaging requirements. Sanderson said standards changed between freestanding structures and monopoles. Mayor Silvestrini recommended more camouflaging in the FCOZ zone. Council Member Jackson wondered if a monopole would benefit the residents near Wasatch Cemetery and if more than just the FCOZ Zone should have camouflaging standards. Mayor Silvestrini requested the Planning Director to have more discretion with sensitive lands. Sanderson would add some language to the proposed ordinance.

5. Staff Reports

There were none.

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

Mayor Silvestrini said there was an email inquiry about a new establishment on Highland Drive advertising itself as a tobacco retailer and its proximity to a school. He said there were first amendment issues with regulating signs. The use is permitted in the city. The mayor asked the Planning Director to investigate the matter. Francis Lilly would speak to the property owners about the appropriate store distinctions between a convenience store and tobacco specialty business. Mayor Silvestrini said the store is permitted though the signage was unfortunate. Lilly noted the proximity requirements only pertained to tobacco specialty businesses. Mayor Silvestrini said that proximity requirement was door to door, not property line to property line.

Council Member Jackson moved to adjourn the work meeting at 6:37 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member Jackson voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:05 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

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

1.2 Unified Police Department Millcreek Precinct Officer of the Month for June 2024

Lieutenant Luis Lovato announced Officer Erickson as the Officer of the Month for June 2024. He assisted officers and an unconscious male (who attempted suicide) out of the Jordan River.

1.3 Public Comment

Pete L. acknowledged that he brought up a conversation about a slurry seal on 1500 E with the mayor prior to the meeting starting. He commended the city for the new city hall. He wondered about different project sites around the city center.

2. Planning Matters

2.1 First Reading: ZT-24-002, Proposed Application Procedures Ordinance Chapter 18.13; Francis Lilly, Planning Director

Francis Lilly introduced an ordinance that was a compilation of the land use application procedures. He reviewed the chapter sequencing of the proposed chapter: purpose and applicability, land use authority designation and application procedures in general, land use application steps, and specific application procedures by category and type. The document will act as a ready reference. There were not any significant changes to noticing or land use authority designations except the possibility of condominium requirement of a five-year waiting period. He was not sure the waiting period made sense anymore. It was created to avoid a loophole in the code. There was a minimum number of units needed to qualify for a planned unit development (PUD) and a minimum number of units for an owner occupied condominium. The thinking was the more homeowners subscribing to an HOA, the more likely the HOA would succeed. One reason to remove the waiting period is that a condo conversion is one of the most effective ways to deliver rapidly owner occupied housing that is affordable since these buildings are already there, they tend to be more affordable than something that is not yet built. Mayor Silvestrini was in favor of removing the waiting period. Council Member Jackson asked about the loophole. Lilly said the council's balance of interests has changed to more affordable housing.

Lilly presented a summary table including land use authority designations, role of recommending bodies, public noticing requirements, application steps, and specific application procedures. He would be adding a section on special accommodations for residential solely for persons with a disability. He felt the Planning Commission should consider public street or municipal utility easement vacations. He presented tables on

noticing requirements. Council Member Jackson brought up adding the Village Center noticing changes the council implemented recently. Lilly would add it.

Lilly reported that the community councils recommended adoption of the proposed code. The Planning Commission recommended approval of the proposed with the addition of an application procedure for reasonable accommodations and any technical review by staff. Staff found that:

1. The Application Procedures Ordinance provides a consolidated, clear, and understandable roadmap for application approval procedures, for the benefit of applicants, staff, and reviewing and recommending bodies.
2. The use of consistent language throughout the Application Procedures Ordinance will aid in discussion and interpretation of expectations regarding applications with applicants and reviewing and recommending bodies.
3. The inclusion of summary tables for application procedures requiring public meetings and notice will aid in readability and in the consistent enforcement of application requirements.
4. The delineation of administrative and legislative actions, and the corresponding recommendations, complies with Utah State statutes.

Lilly said there are also corresponding checklists to be adopted along with the ordinance.

3. Business Matters

3.1 Discussion and Consideration of Ordinance 24-37, Amending Millcreek Code of Ordinances Section 2.24.060 Regarding the Consolidated Fee Schedule

John Brems said the ordinance removed the right hand column in the fee schedule and a change in reference to line 115 and 119.

Council Member Jackson moved to adopt Ordinance 24-37, Amending Millcreek Code of Ordinances Section 2.24.060 Regarding the Consolidated Fee Schedule. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Silvestrini announced upcoming events on Millcreek Common.

4.2 City Council Member Reports

Council Member Catten commended the recent bingo night event. Council Member Jackson said the Canyon Rim Cares Day of Service had a great turn out with their 25 projects.

4.3 Treasurer's Report

Council Member Jackson reported:

4.4 Staff Reports

Mike Winder reported that a demolition permit for Linda's Furniture had been issued.

Rita Lund acknowledged the Mountair streetscape utility box art that was installed.

Lt. Luis Lovato reported the Community Crime Suppression Unit changed to the Directive Enforcement Unit. The unit is in plain clothes and unmarked cars. They will be introduced to the council at the next meeting. Mayor Silvestrini suggested a recess in the next meeting to tour the third floor and basement of city hall to see the police operations. Lt. Lovato reported that a K-9 received a new ballistic vest. The Department of Corrections signed an MOU with UPD to add 5-10 members to the SWAT team. The new online reporting system and interactive maps were live on the UPD website.

There were none.

- City Council and Planning Commission Special Mtg. 7/29/24 5:00 p.m.
- East Mill Creek Community Council Mtg., 8/1/24, 7:00 p.m.
- Mt. Olympus Community Council Mtg., 8/5/24, 6:00 p.m.
- Millcreek Community Council Mtg., 8/6/24, 6:30 p.m.
- Canyon Rim Citizens Association Mtg., 8/7/24, 6:30 p.m.
- Historic Preservation Commission Mtg., 8/8/24, 6:00 p.m.
- City Council Mtg. 8/12/24 7:00 p.m.

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

Attest: Elyse Sullivan, Recorder



**Minutes of the
Millcreek City Council & Planning Commission
July 29, 2024
5:00 p.m.
Special Work Meeting**

The City Council and Planning Commission of Millcreek, Utah, met in a special public work meeting on July 29, 2024, at City Hall, located at 1330 E. Chambers Avenue, Millcreek, UT 84106. The meeting was recorded for the City's website.

PRESENT:

Council Members

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

City Staff

Francis Lilly, Assistant City Manager
Elyse Sullivan, City Recorder
John Brems, City Attorney
Kurt Hansen, Facilities Director
Ryan Bagshaw, Dev. Review Coordinator
Zack Wendel, Planning Permit Tech.

Commissioners:

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

Attendees: Philip Wilkinson (electronic), David Baird, Nancy Carlson-Gotts, Chris Zarek

WORK MEETING – 5:00 p.m.

TIME COMMENCED – 5:01 p.m.

Mayor Silvestrini called the work meeting to order.

1. Discussion of Olympus Hills West Village Center Phase II

Francis Lilly noted the code process required this meeting.

Chris Zarek, Cowboy Partners, introduced himself. Mayor Silvestrini asked about public engagement for this application. Lilly said there were neighborhood outreach meetings on June 4, 13, and 20. There were preliminary community council discussions in July. There will be an informal community council recommendation in August and a formal recommendation in September. The Planning Commission will review the application in September and the

Council will review it in October. Zarek said on June 4, an open house was held at Olympus Hills Mall to discuss the mixed-use center concept, showcasing various potential uses such as office, residential, retail, and public green spaces. The event aimed to gather community feedback through displays and general discussions. Following this, a tour on June 13 examined different public space precedents around the valley, including Holladay Village Plaza and Swaner Center in Park City. These examples provided insights into successful design features and challenges, such as the potential for large spaces to feel empty when not in use. The project team, working with city departments, is now refining designs to address practical and community needs. The site, constrained to two acres with significant grade changes, will incorporate below-grade parking to accommodate anticipated demand. The design includes residential units, a restaurant, and retail spaces, with access from Wasatch Boulevard and a ramp to the parking area.

Zarek showed the council and commission an image highlighting the grade change on the site (Wasatch Boulevard). He illustrated a broad site plan concept that consisted of office, residential, retail, a restaurant, and open space. The defined setbacks will define the size of the garage. He highlighted placement of the garage on the site plan. Zarek showed a potential concept for the UDOT ramp parcel to the north should it be abandoned with residential/retail and/or a hotel. The developers have a right of first refusal on title for purchasing the property, as does Unified Fire Authority. He showed site sections of the area highlighting the different elevations. Zarek then expounded on the concept vision. The developers tried to capture a pedestrian centric space with a plaza, residential court, and village green with a neighborhood office, retail, apartments, and restaurant as surrounding uses. He showed the concept site plan, ground and landscaping plan, 10,000 square foot open space concept, basement parking plan, first floor plan, second floor plan, third floor plan, and an area summary table detailing square footages, residential units, and parking.

Council Member Jackson asked about unit count. Zarek anticipated 60-74 residences with studio, one-bedroom, and two-bedroom units, all of which will be for rent. Council Member Uipi asked how many public parking stalls were above and below ground on the west parking lot. Philip Wilkinson, architect, said 36 above and 160 below.

Zarek showed images that were models for the concepts the developers were trying to achieve for open space, neighborhood restaurant, office and residential, neighborhood retail, exterior lighting, and exterior signage. They did not anticipate a franchise restaurant. The residential component would be high-end. Cowboy Partners was looking to relocate their office to this location.

Commissioner LaMar asked about a pedestrian crosswalk across Wasatch Boulevard. Zarek said the traffic study did not necessitate a crosswalk for this project, but they recognized it may be a good idea. Mayor Silvestrini said city engineering would need to visit that as there would be cross over traffic to use the shared path on the west side of the street. The foot traffic may warrant that kind of expense once the project was developed. Commissioner LaMar asked about shared parking with the Porsche dealership. Zarek did not anticipate any since Porsche had expensive inventory sitting out. Commissioner Soule commended Zarek for listening to the public as prior comments were reflected in this concept. She brought up bike racks and a potential inundation of bicyclists. She noted that women did not want to use underground parking for safety reasons. She asked why the units would be for rent. Zarek said

rental developments are what Cowboy Partners did. They value the rental community because they control and operate them. Cowboy Partners operates everything they own. Commissioner Reid asked about security in the parking garage and ramp. Zarek said they would have controlled access to the garage and the residential would have controlled accesses beyond the public parking. Commissioner LaMar asked if the residential leasing component could be incorporated into the corporate portion so as to not be as big. Zarek said there would be shared operational spaces with the office.

Lilly said the Village Center Special District was approved; however, Phase II is subject to a development agreement which is treated like a rezone. There could be an amendment to the existing development agreement. The process for approval is outlined in Millcreek Code 19.62 and 19.62A. Development standards are established for height, materials, minimum retail area, restaurant uses, façade articulation, landscaping, streetscape, and signs. The application for this project is due August 9th.

2. Progress Report on the Zoning and Subdivision Code Update

Francis Lilly gave an update on the Millcreek Code update. He anticipated open houses and community notices to go out in October, Planning Commission consideration in November, City Council consideration in December, and for the new code to go into effect in January. The code components changed included landscape standards, subdivisions, parking and mobility, Forestry Recreation Estate Zone, mobile homes/tiny homes, R-1 Zone/Residential Compatibility Overlay Zone consolidation, medium density residential zones, multifamily residential, commercial zones, City Center Overlay Zone, sensitive land, light industrial and mixed development zones, application procedures, wireless telecommunications, building height in general, affordable housing incentives, lot on a private right-of-way, reasonable accommodations and residential facilities for persons with a disability, accessory dwelling units, accessory buildings in general, fencing and walls, sensitive lands, home businesses and temporary uses, and recodification. This has been a two year process. Mayor Silvestrini thanked the Planning Commission and staff for their work.

ADJOURNED: Council Member Jackson moved to adjourn the meeting at 6:05 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

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

Attest: _____
 Elyse Sullivan, Recorder