



ZM-24-003

Staff Report

Meeting Date: 8/25/2025

Applicant: Micah Peters, Clearwater Homes

Re: **Rezoning to Mixed Development (MD) and Amendment of Opus Green Phase I Development Agreement to Replace Proposed Commercial Component on Main Street with Additional Open Space**

Property Address: 41 & 81 West Central Avenue and 4186 South Main Street

Zone: Manufacturing (M)

Prepared By: Sean Murray

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, Micah Peters of Clearwater Homes LLC, is requesting to rezone the property located at 41 & 81 West Central Avenue from its current designation as Manufacturing (M) to Mixed Development (MD). Millcreek's general plan identifies the property as Meadowbrook Center on the future land use map.

Additionally, Clearwater Homes is seeking to amend the development agreement for Phase I to replace the proposed commercial component, a 2,200 square foot neighborhood market and coffee shop, with a park plaza that would connect to the city-owned park along Big Cottonwood Creek. This rezone application is accompanied by draft development agreements for the properties.

The property is roughly 3.93 acres in total and is within the Meadowbrook area of West Millcreek. The applicant is proposing 77 townhome units and a 3,420 square foot commercial building for the site. Central Avenue improvements and a trail connection from Central Avenue to the existing Opus Green campus are also included in the application.

The applicant rezoned and developed the property at 4186 S Main Street in 2019 to build a development

known as Opus Green (Opus Green South) which includes 139 townhome units and a waterfront parkway that abuts Big Cottonwood Creek. The proposed rezone request is located north of this first phase and will adjoin the existing Opus Green project.

The Millcreek Planning Commission considered the application at a public hearing held on August 20, 2025. At that hearing, the Planning Commission made a unanimous recommendation that the City Council approve the rezone application, file number (ZM-24-003), with the findings and conclusions as presented by staff, subject to a development agreement for Opus Green North and an amended development agreement for Opus Green South. As part of their recommendation, they recommended that the Development Agreement for Phase 2 be amended to allow a maximum height of 45 feet for the commercial building, and that the Phase I Development Agreement Amendment include a provision that provides for the dedication of the Park Plaza Component to Millcreek upon completion of a one-year warranty period after the improvements on the Park Plaza Component are installed.

PROPOSAL DETAILS

History

The property was originally farmland that was developed in the early 1960s. At this point a train spur was installed to assist the industrial use of the land with shipping goods along the train line that is now used by the UTA TRAX system. The image to the right shows the undeveloped site in 1958.





For over four decades, the site was used as a cement facility run by Ash Grove Cement Corporation. This use erected two cement silos on site that can be seen today. The silos will be removed with the new development. The image to the left is the site in 1985.

The site at 41 & 81 West Central Avenue is currently used as construction staging for the Opus Green South development directly south of the proposed rezone. The image below is the site in spring of 2025.



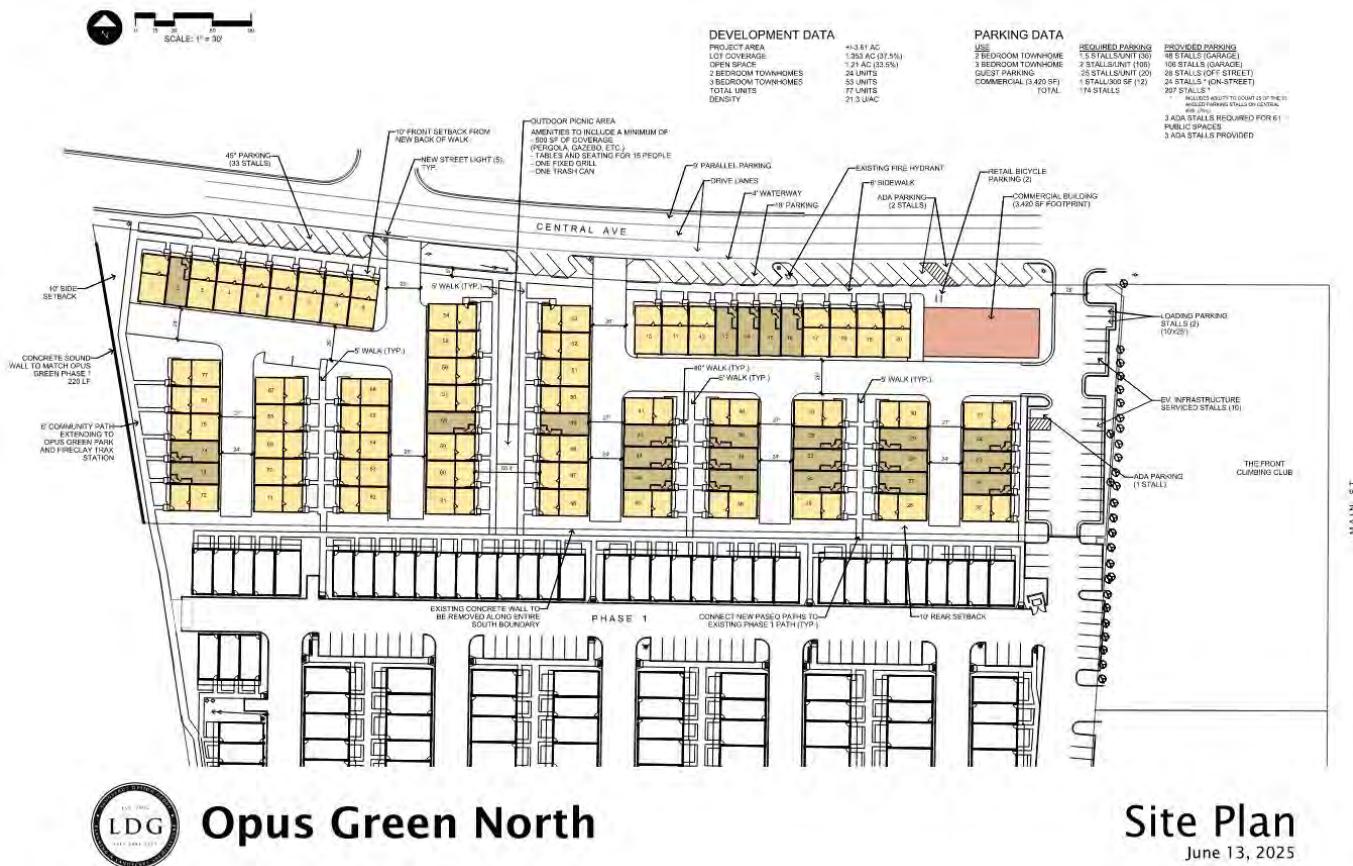
Proposal

Site

The site is roughly 3.93 acres and has a frontage along Central Avenue of approximately 800 feet. To the west of the property is the Trax line running north-south and to the east is The Front Climbing Club. South of the property sits the Opus Green South development.

The applicant is proposing 77 townhome units on the property with an accompanying commercial building measuring about 3,420 square feet. Of these townhomes, 24 will be two-bedroom units, while the other 53 will be three-bedroom units. The three units directly west of the commercial building (labeled as 18, 19, & 20 on the corresponding site plan) will be live work units.

Along the east side of the proposed site is a drive aisle that will connect the original Opus Green South project to Central Avenue. The western edge of the property will feature a trail that connects Central Avenue to the existing trail infrastructure that runs along Big Cottonwood Creek. This new section of trail will be accessible by the public and will measure about 1,500 linear feet. A layout of the site can be found on the next page.



Where the project abuts the Opus Green South development, the existing wall will be removed and used to wall off the western portion of the development along the Trax line. With the wall removed, the area between the developments will become a walking paseo for residents.

A larger scale version of this site plan can be found in Exhibit A at the end of this report.

Parking

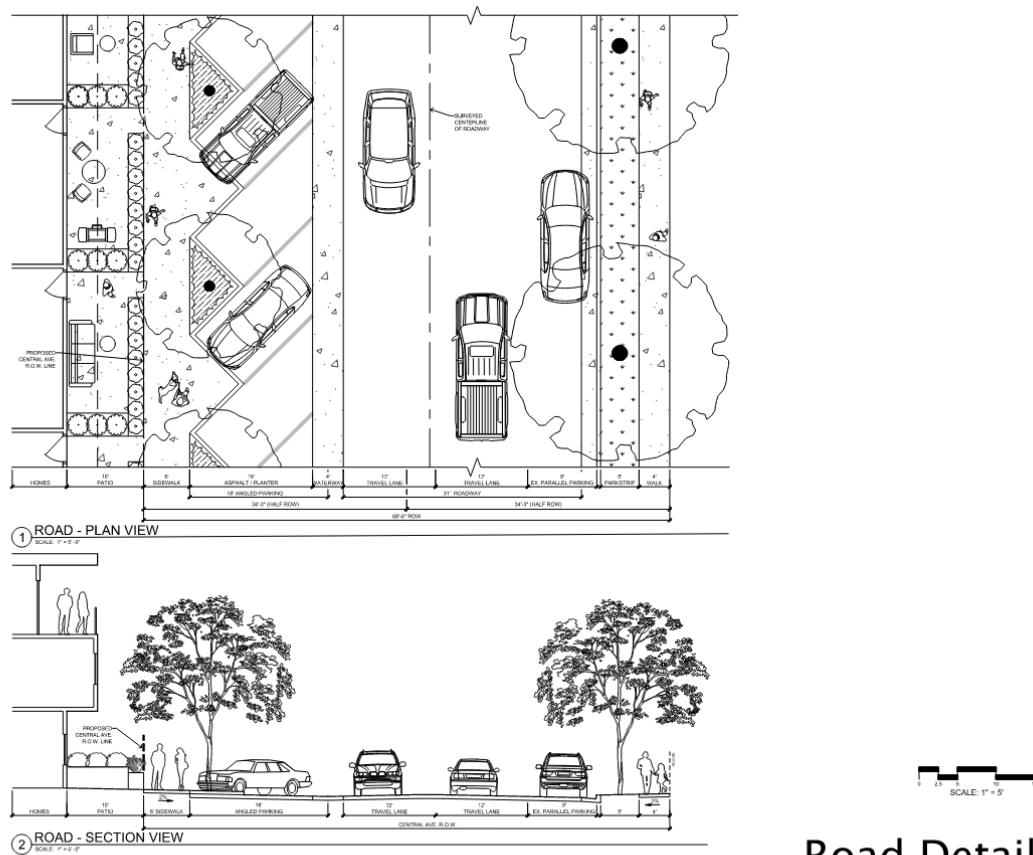
Most parking will be located on site either in private garages or in a few separate parking areas. The proposal also includes newly added on-street parking along Central Avenue with right of way improvements.

In total, the site will provide 207 parking stalls for the development. 154 of the provided parking will be in private garages located at grade below the living space of each unit. Guest parking is provided with 28 off-street stalls. Of the newly provided 33 on-street parking stalls, 75% of them can be counted towards the parking requirements for the development since the applicant is providing the new street improvements (MKZ 18.63.020(D)(6)(c)). This means 25 of these street stalls can be counted towards the required stalls the commercial building may require.

At the time of writing this staff report, the applicant is working to get a veterinary clinic to occupy the 3,420 square foot commercial building. This use has a parking ratio of 1 stall per 300 sf of office space. Considering the commercial building footprint is about 3,420 sf, this would require 12 parking stalls, far below the amount provided for the site.

Central Avenue

As part of the rezone application, the applicant is proposing improvements along the southern side of Central Avenue. These improvements would align with the frontage of the entire project. The



Opus Green North

Road Detail
June 13, 2025

applicant is proposing 33 angled parking stalls, street trees, and street lights. A cross section of the proposed improvements can be found below. A larger image can be found in Exhibit C.

Elevations

Most of the buildings for this project will be substantially similar to the buildings found in Opus Green South. Opus Green South consists of a mix of 2-bedroom, 3-bedroom, and live work units. While some minor dimensions have changed, styling and materials will be similar. An elevation image is shown below. More elevations and renderings can be found in Exhibit D at the end of this report.



The applicant is also proposing a commercial building that will be located on the eastern side of the property. It is currently proposed as a single-story building with a footprint of 3,420 square feet. The commercial component of this project is required by MKZ 18.41.030(B)(3).

The development agreement has language that allows the applicant to increase this commercial building to two floors not to exceed 45 feet in total height. If the building is to stay as a single story, it will not exceed 20 feet in height.

The design of the commercial building will complement the townhomes in terms of style and materials. A rendering of the commercial building can be seen below.



Trail Connection

As part of the development, a trail will run along the western edge of the property and connect Central Avenue to the existing trail that runs along Big Cottonwood Creek and the western edge of Opus Green South. This trail will have a public access easement allowing for public usage of the trail system. The trail will close nightly between the hours of 10PM and 7AM.

Traffic Study

A traffic study was commissioned in the fall of 2024 to assess the potential traffic impacts this development could have on Central Avenue and the surrounding neighborhood. The data for this study factored in other nearby projects and used traffic study data from those projects in creating a trip generation estimate for the site. Hales engineering was the firm used for the study.

The study found that the proposal would create approximately 511 daily trips on an average weekday. Morning peak hour trips are estimated at 34, while evening peak hour trips are estimated at 42. The study did not recommend any auxiliary lane improvements for Central Avenue and that additional studies would need to be commissioned to determine if Main Street would need auxiliary lane improvements. The study can be found at the end of this report in Exhibit E.

Development Agreement

When a rezone is proposed in the Meadowbrook area, a development agreement is required by the city. Below are some details outlined in the proposed development agreement. The development agreement Opus Green North is attached at the end of this report as Exhibit F. The Amended development agreement for Phase 1 is attached at the end of this report as Exhibit G.

Ownership

Similar to Opus Green South, this development seeks to be sold as owner occupied townhomes. In section 17 of Exhibit B in the development agreement, ownership and for sale requirements are laid out with the following language:

For Sale-For Rent Requirement. The developer shall make best efforts to sell 50% of the total units, no later than eleven (11) years from the date that the first building permit is issued to begin vertical construction. Developer shall have the right to utilize the remaining fifty percent (50%) of the Residential Units (i.e., those units that are not For Sale Residential Units) as rental units (the “For Lease Residential Units”), or can sell such Residential Units as For Sale Residential Units, at Developer’s sole discretion.

This language is found in the development agreement for Opus Green South and helped the applicant weather the Covid-19 pandemic. Opus Green South has sold a large amount of its units and has an ownership occupancy of over 90% at the time of writing this report.

Amenities

The development is required to include three amenities for the project.

1. The large playground on Opus Green South will count as one amenity.

2. The proposed trail connection will bring the entire trail network to 1,500 linear feet.
3. The applicant is also proposing a picnic/gazebo area in the new development.

Crossing Improvements / Bus

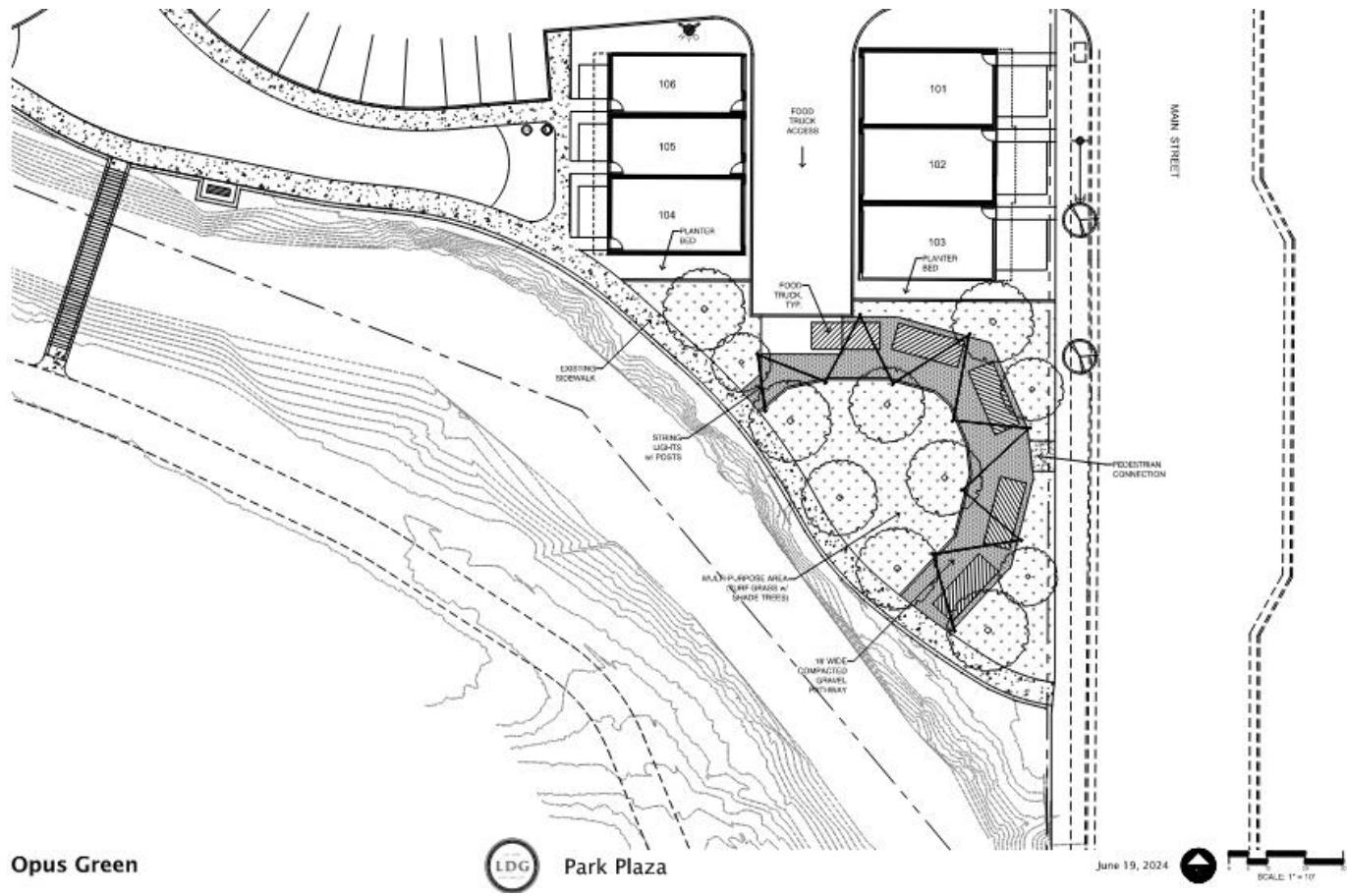
Similarly to other development agreements for projects along Central Avenue, the development agreement includes a clause that binds the developer to help pay for improvements for the railroad crossing located at approximately 135 W Central Avenue. The clause reads as follows:

Trax Rail Crossing. If the State of Utah Chief Rail Engineer determines a need for improvements to the Trax Line Crossing at approximately 135 West Central Avenue as illustrated in Exhibit "G", the Developer shall be financially responsible to pay its proportionate share of the cost to install the required improvements. Proportionate share shall be determined by trips generated from the Project as a percentage of overall trips as determined by a trip generation study performed by a professional traffic engineer. The trip generation study shall be paid for by the Developer but managed by the City. If the Developer disagrees with the conclusions of the trip generation study, the Developer may request a second trip generation study to be commissioned by the City. The second study shall be paid for by the Developer but managed by the City.

The development agreement also has a clause that would require the developer to install a UTA permitted bus stop along the frontage of the property if the UTA decides to put a bus line along Central Avenue. If the UTA does not determine that a bus stop is necessary in front of the development, the developer is not required to install any bus infrastructure. Similar language is found in other development agreements on Central Avenue.

Phase I Commercial Component Amendment

As part of this application, the applicant is seeking to amend the commercial requirement of Phase 1 (Opus Green South), which was a 2,200 square foot neighborhood market/coffee shop, with a park plaza designed to accommodate community events and mobile food venders. The park plaza will be extensively landscaped. While it will remain in private ownership by the Opus Green HOA, the park plaza will abut Millcreek's newest public park, along Big Cottonwood Creek. The original development agreement can be found [here](#). An illustration of the proposed park plaza can be seen below.



Process

Before construction can start on this project, there are several city approvals the applicant must obtain before applying for building permits. These are laid out below.

Rezone/DA Adoption

The project is currently in this phase. The current zoning designation does not allow for residential uses on the property requiring a rezone of the property to develop it. Most rezones are accompanied by development agreements to get a better understanding of how the new property will be laid out and used. A development agreement is being used for this project and can be found in Exhibit F of this report.

Once the applicant receives the rezone and development agreement approval from the Millcreek City Council, the property is deemed vested. The property must be developed in accordance with the specifications laid out in the development agreement and the city's ordinances.

Conditional Use

Mixed use developments like this one are deemed conditional in the MD zone. After the rezone has been approved, the applicant may apply for a conditional use permit for the property. The conditional use permit seeks to offset any negative externalities that may arise from the development of the site. A conditional use permit is issued by the Planning Commission and does not go to the City Council.

Subdivision

For the townhomes to be sold to individual owners, the property must be subdivided in accordance with state and local subdivision laws. This project would be deemed a 'Major Subdivision' by Millcreek's code and would require approval from the Millcreek Planning Commission. Subdivisions are administrative items and are not discretionary.

GENERAL PLAN CONSIDERATIONS

Rezoning of land in Millcreek must align with the goals and policies outlined in the Millcreek General Plan. The general plan is also where the city has its Future Land Use Map (FLUM) which identifies desired uses and zoning designations in areas of the city.

Future Land Use Map

The site at 81 W Central Avenue is designated as "Meadowbrook Center" in the Millcreek FLUM. The Meadowbrook Center is described as supporting mid-to-high density development and various residential uses. In the Millcreek General Plan, it describes the Meadowbrook Center as, "Development within Meadowbrook will generally be more intense than found in areas surrounding the center. Development in Meadowbrook is intended to be mid-rise in scale. Parking is typically located off street and internal to the development site, although on street parking is essential to a complete street.".

Goal GP-6: Continue to grow and support the Meadowbrook/Main Street Urban Center.

Strategy 6.1. Continue to develop new transit-oriented development (TOD) and mixed use supportive base zoning and/or overlays to support the continued development and redevelopment of key corridors and centers.

This rezone and development will help fill in an underutilized site in the center of the Meadowbrook Area. By developing this piece of land, the entire block bounded by Central Avenue on the North, Main Street on the East, and Big Cottonwood Creek on the South and West, will be fully developed as mixed use, commercial, and residential.

Goal GC-6: Lay the groundwork for intercity transit connections and for more robust, choice-based transit within the City and larger region.

Strategy 6.2. Promote TOD or transit-supportive development and provide incentives for development that includes specific TOD features at the Meadowbrook Center. Elements of TOD generally include:

- A compact mix of land uses, including mixed use, residential, compatible light manufacturing, and commercial development;
- Moderate to high density housing;
- Affordable housing for all income groups;
- Pedestrian orientation/connectivity;
- Convenient access to transportation choices, including transit, bicycle, and pedestrian facilities;
- Reduced size of surface parking facilities or minimum parking requirements; and
- High quality design.

The proposed development lies within the boundaries of two station area plans for the area meaning

it is located within a half mile of two separate Trax light rail stations. This development contains multiple of the strategy features listed above such as pedestrian connectivity, convenient access to transportation choices, and a compact mix of land uses.

MASTER PLAN CONSIDERATIONS

The location of the site falls within the study range of the Murray North Station Area Plan (MNSAP) and the Meadowbrook Station Area Plan. At the time of writing this report, only the Murray North plan has been adopted by the City Council and the Meadowbrook plan is still being drafted for public review and adoption. Due to this, goals and features can only be outlined from the Murray North Station Area Plan.

Central Avenue

In the Murray North Station Area Plan, Central Avenue is in the northern most border of the study area. The plan calls for Central Avenue to become a more walkable hub, transformed from its current industrial use focus into a safe, walkable streetscape.

Proposed upgrades to Central Avenue for this project add angled on street parking, street trees, and lighting. The area in front of the future commercial building will have more space for pedestrians, customers, and potential future businesses.

Green Spine

The plan envisions multiple linear parks to equitably share green space in the area. These green spines stretch from east to west along the Big Cottonwood Creek and north to south from Central Avenue to roughly 4700 South. The north south green spine runs adjacent to the Trax line and terminates at Central Avenue.

Connecting the existing trails in Opus Green South to this new trail completes the connection from Central Avenue to the Murray North Station. This trail connection is fully separated from vehicular traffic and measures just over a half mile.

Commercial Uses

The plan extensively discusses where commercial spaces are viable, and emphasizes regional-scale commercial redevelopment along State Street, in addition to furthering mixed use developments within the plan area. The plan indicates that retail opportunities outside of State Street will be “challenging” in the near term, and suggests that creating additional destinations that are accretive to the retail experience will help promote viable commercial development along Main Street.

In this regard, replacing the commercial uses with additional programmable open space along Big Cottonwood Creek is advantageous, in that it provides a venue for outside public activities and furthers the plan’s “Green Spine” goals indicated above. As part of Opus Green North, the developer is intending for additional commercial use along Central Avenue. This location will have better parking access, and will benefit from proximity to an emerging commercial node at the intersection of Central Avenue and Main Street, which includes The Front Climbing Club, and nearby popular commercial uses, such as the Second Summit Hard Cider Company.

NEIGHBORHOOD MEETING

The applicant hosted a neighborhood meeting as required by code on April 11th, 2024. The mailer was sent to all property owners within 600 feet of 81 W Central Avenue. No neighbors or residents showed up to attend the meeting.

PLANNING STAFF RECOMMENDATIONS AND FINDINGS

Millcreek staff supports this rezone with the attached development agreement. This rezone meets numerous city policies, aligns with the master plan for the area, and the Millcreek general plan.

Findings

- The rezone aims to add 77 townhome units and a commercial building.
- A new trail will connect to existing trail infrastructure found on Big Cottonwood Creek.
- Central Avenue will be upgraded by installing street lights, trees, and angled parking.
- Millcreek's FLUM identifies the area as Meadowbrook Center.
- The area is within the MNSAP.
- The townhomes will be platted for individual ownership.
- The applicant has entered into a development agreement with the city.
- A mixed use in the MD zone is listed as conditional.
- The Opus Green North development agreement, and the amended Phase I development agreement to provide additional open space, will implement the goals and objectives of the MNSAP.

Conclusions

- MD zoning requires mixed use development when building residential projects.
- A trail connection is a goal outlined in the MNSAP. Pedestrian friendly connections are goals laid out in the Millcreek General Plan.
- Upgrading Central Avenue to be more pedestrian friendly is a goal of the MNSAP and the Millcreek General Plan.
- Areas identified in the FLUM as Meadowbrook Center may be rezoned into the MD zone.
- The project meets goals and objectives laid out in the MNSAP.
- Language in the development agreement outlines the process for selling the townhome units over the next decade.
- A development agreement is required by the city when rezoning in the Meadowbrook Center.
- The applicant will need to obtain a conditional use permit before construction begins.

COMMUNITY COUNCIL RECOMMENDATION

During their meeting on August 12th, the Millcreek Community Council heard from Millcreek staff and the applicant about the rezone process and the details of the development. Council members had questions about existing conditions, home ownership, and other project specifics. In the end, members appreciated the fact that the units would be sold at market rate to individuals and that the Opus Green community was growing. They forwarded a positive recommendation for approval of the rezone as proposed in the staff memo to the Millcreek Planning Commission with a 7-0 vote.

PLANNING COMMISSION RECOMMENDATION

The Millcreek Planning Commission considered the application at a public hearing held on August 20, 2025. At that hearing, the Planning Commission made a unanimous recommendation that the City Council approve the rezone application, file number (ZM-24-003), with the findings and conclusions as presented by staff, subject to a development agreement for Opus Green North and an amended development agreement for Opus Green South. As part of their recommendation, they recommended that the Development Agreement for Phase 2 be amended to allow a maximum height of 45 feet for the commercial building, and that the Phase I Development Agreement Amendment include a provision that provides for the dedication of the Park Plaza Component to Millcreek upon completion of a one-year warranty period after the improvements on the Park Plaza Component are installed.

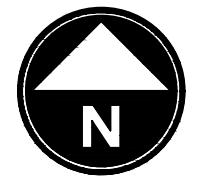
MODEL MOTION

I move that the City Council approve the rezone application, file number (ZM-24-003), to the Millcreek City Council with the findings and conclusions represented by staff, subject to a development agreement for Opus Green North and an amended development agreement for Phase I.

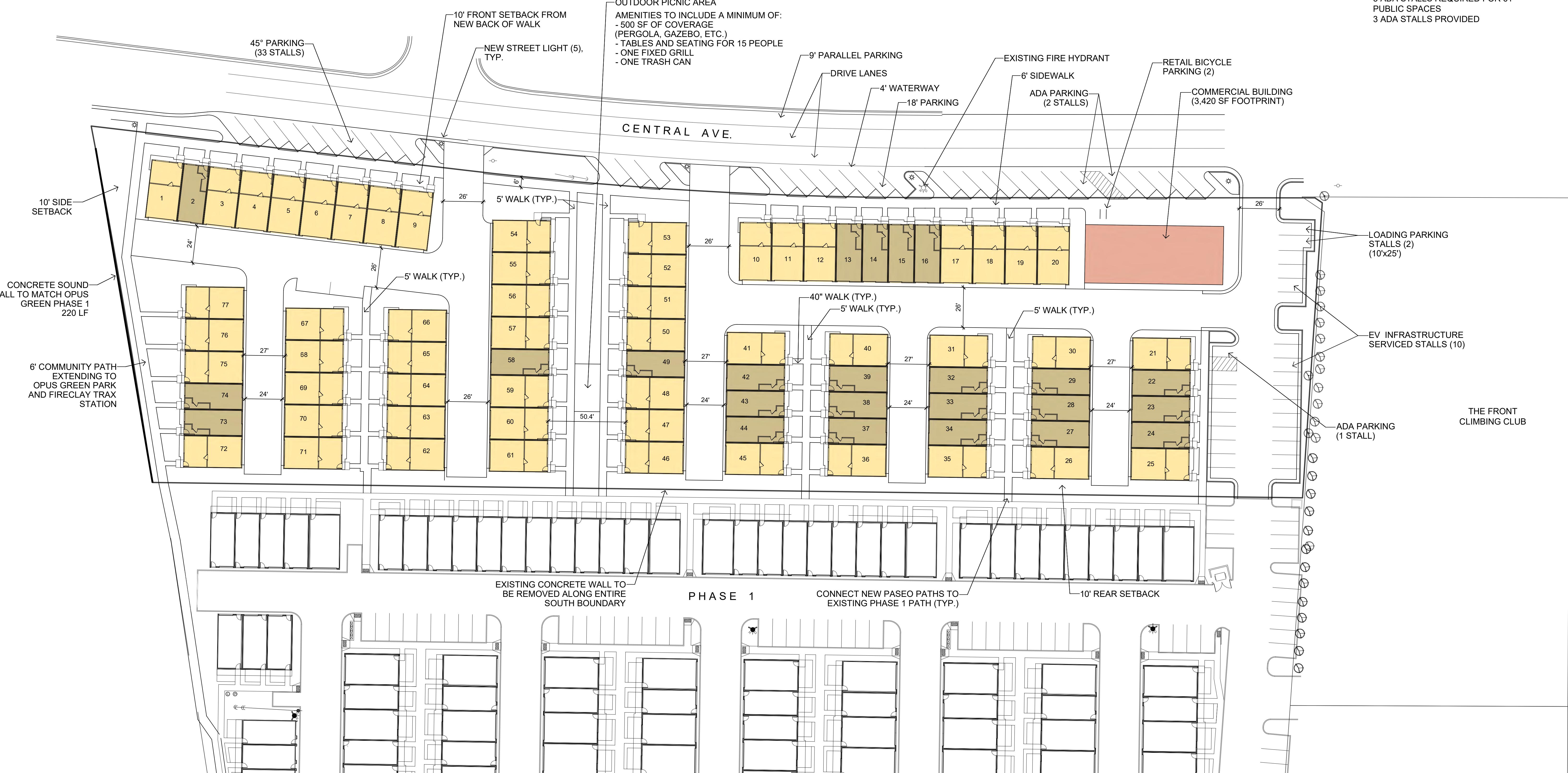
SUPPORTING DOCUMENTS

- **Exhibit A: Site Plan**
- **Exhibit B: Landscape Plan**
- **Exhibit C: Central Avenue Detail**
- **Exhibit D: Elevations & Renderings**
- **Exhibit E: Traffic Study**
- **Exhibit F: Development Agreement**
- **Exhibit G: Phase 1 Amended Development Agreement**

Exhibit A
Site Plan



0 15 30 60 90
SCALE: 1" = 30'

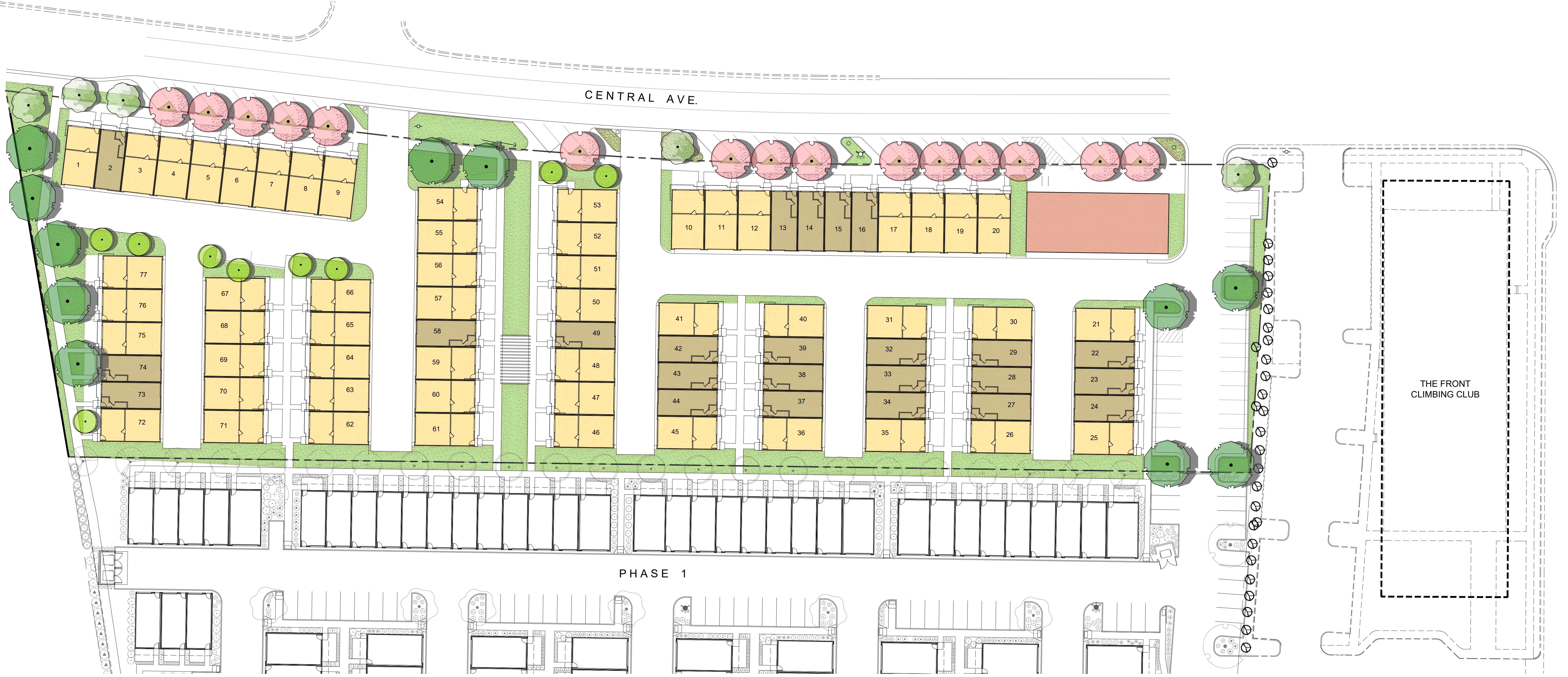


Opus Green North

Site Plan

June 13, 2025

Exhibit B
Landscape Plan

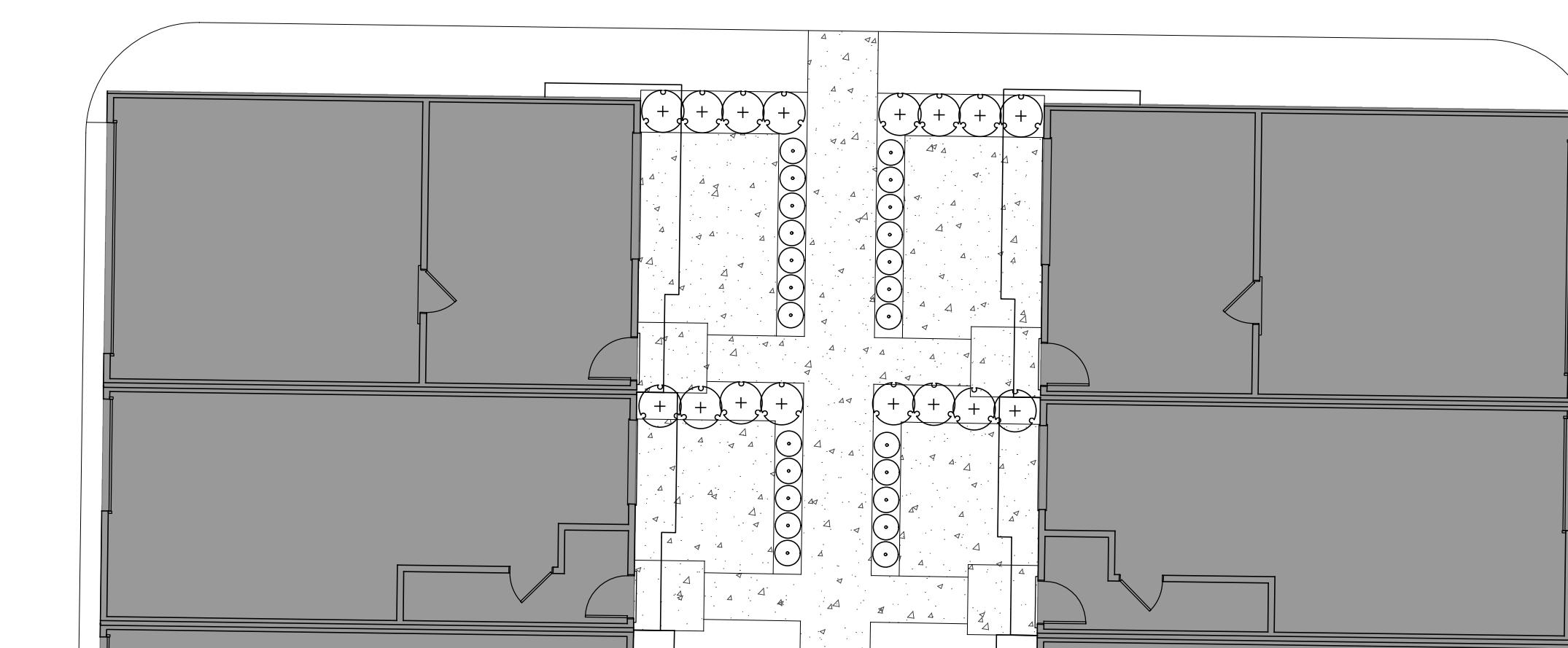


PLANT SCHEDULE

SYMBOL BOTANICAL NAME COMMON NAME

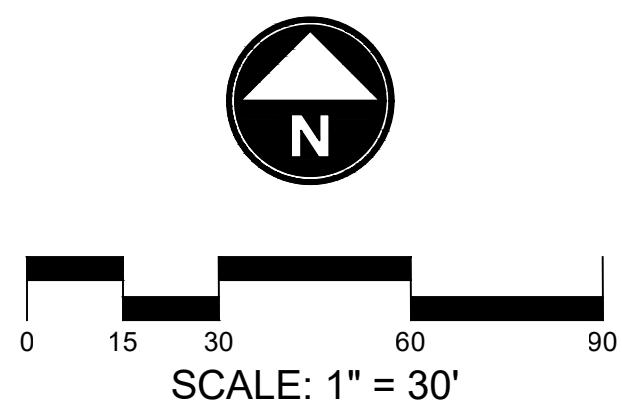
DECIDUOUS TREES

	Acer negundo 'Sensation'	Sensation Maple		Landscape Planting Area
	Acer platanoides 'Columnare'	Columnar Norway Maple		
	Malus x 'Spring Snow'	Spring Snow Crabapple		
	Tilia cordata 'Greenspire'	Greenspire Linden		



COURTYARD DETAIL

SCALE: 1" = 10'-0"

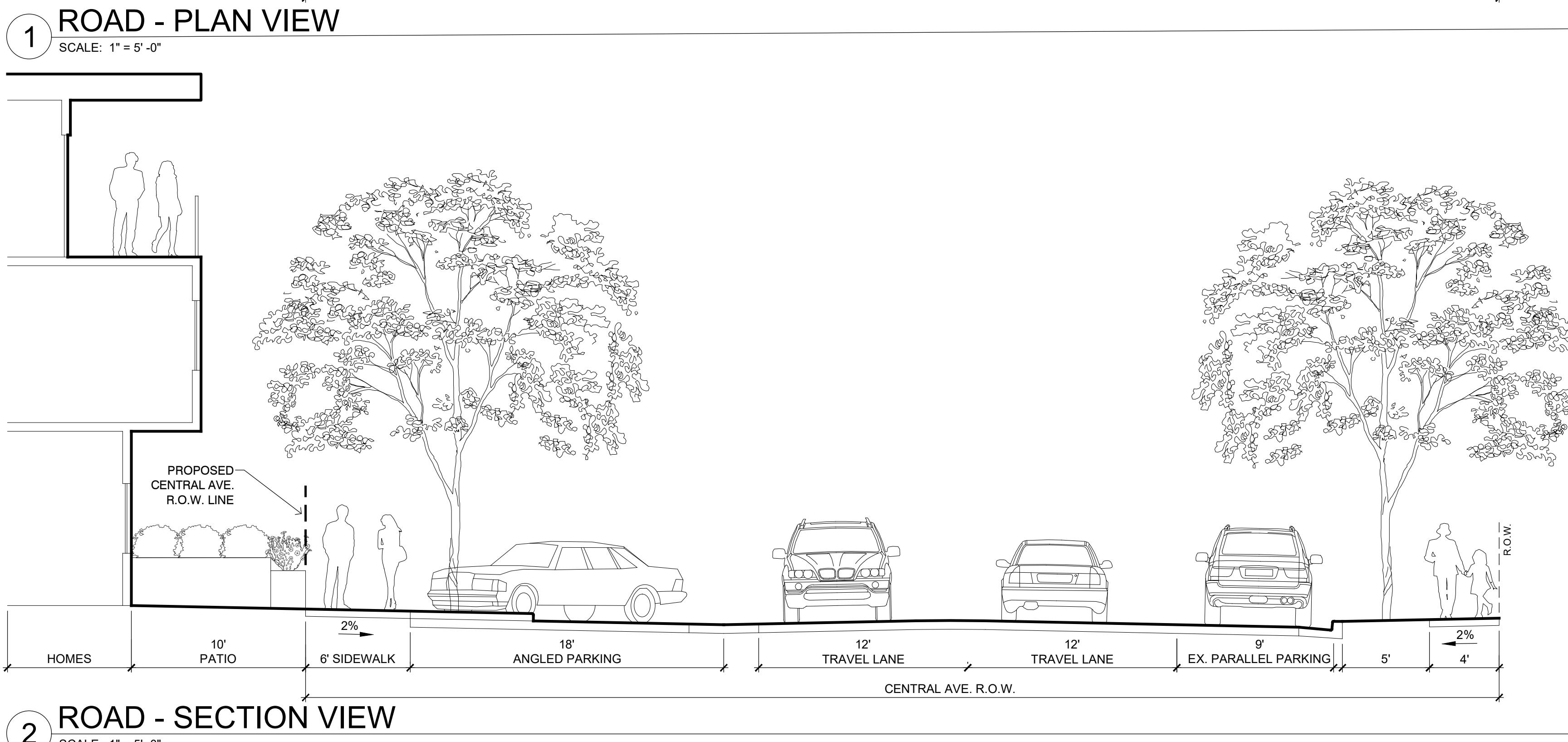
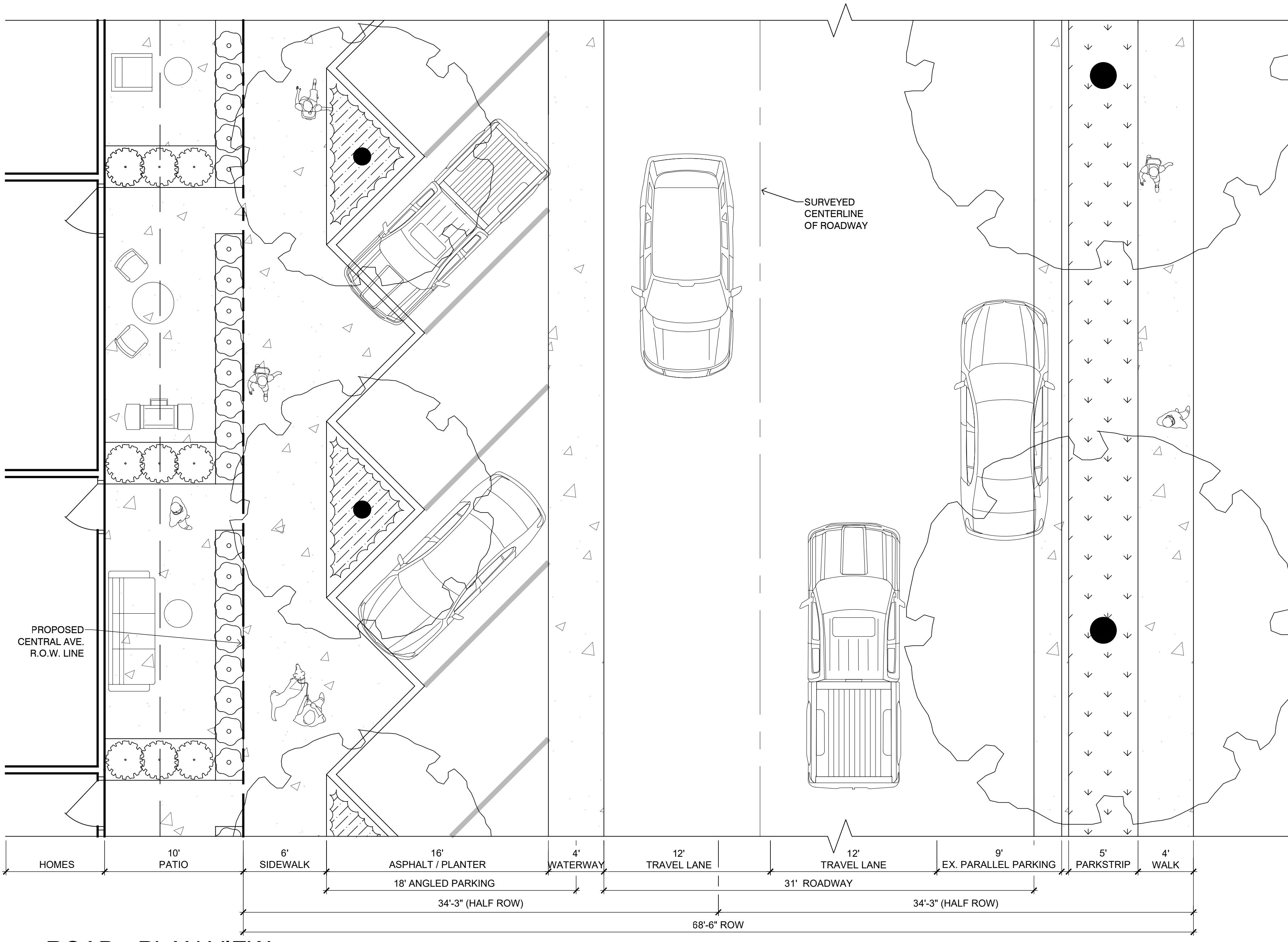


Opus Green North

Landscape Plan

June 13, 2025

Exhibit C
Central Avenue Detail



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SCALE: 1" = 5'



Opus Green North

Road Detail
June 13, 2025

Exhibit D
Elevations & Renderings



OPUS NORTH

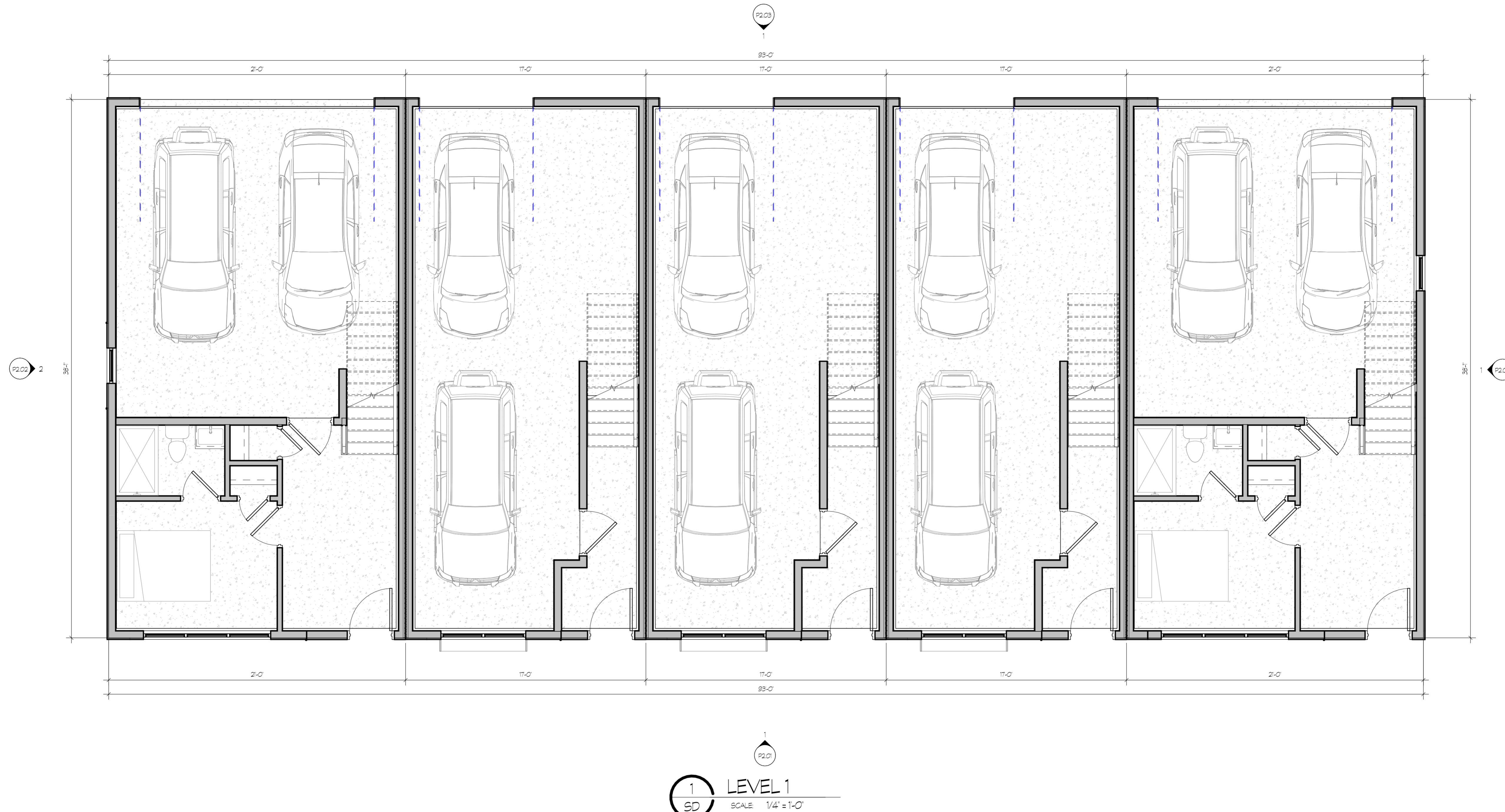
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Cover

APRIL-14-2025

Architecture
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801-561-1333



OPUS NORTH

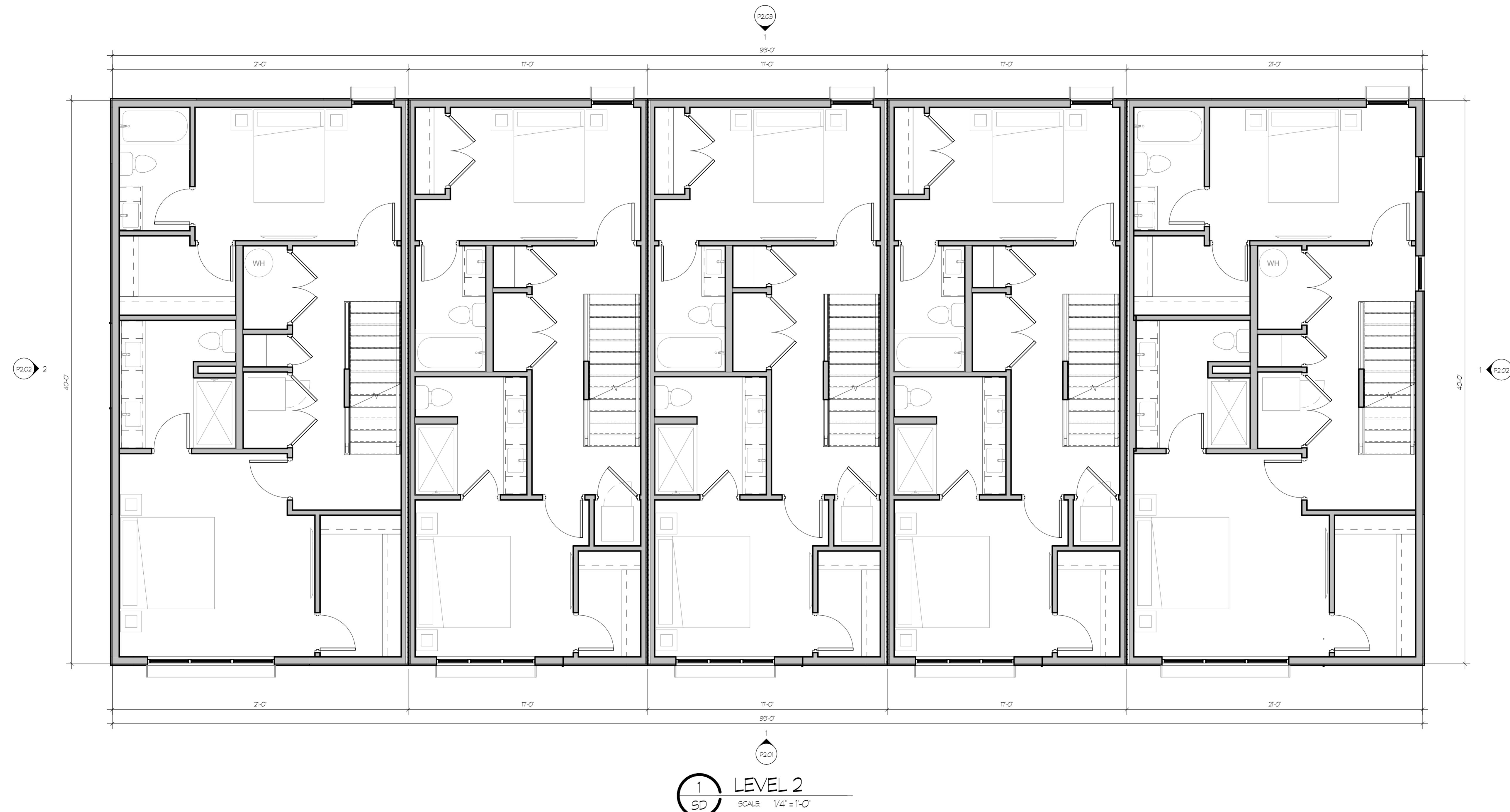
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5PLEX BUILDING - LEVEL 1

APRIL-14-2025

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OPUS NORTH

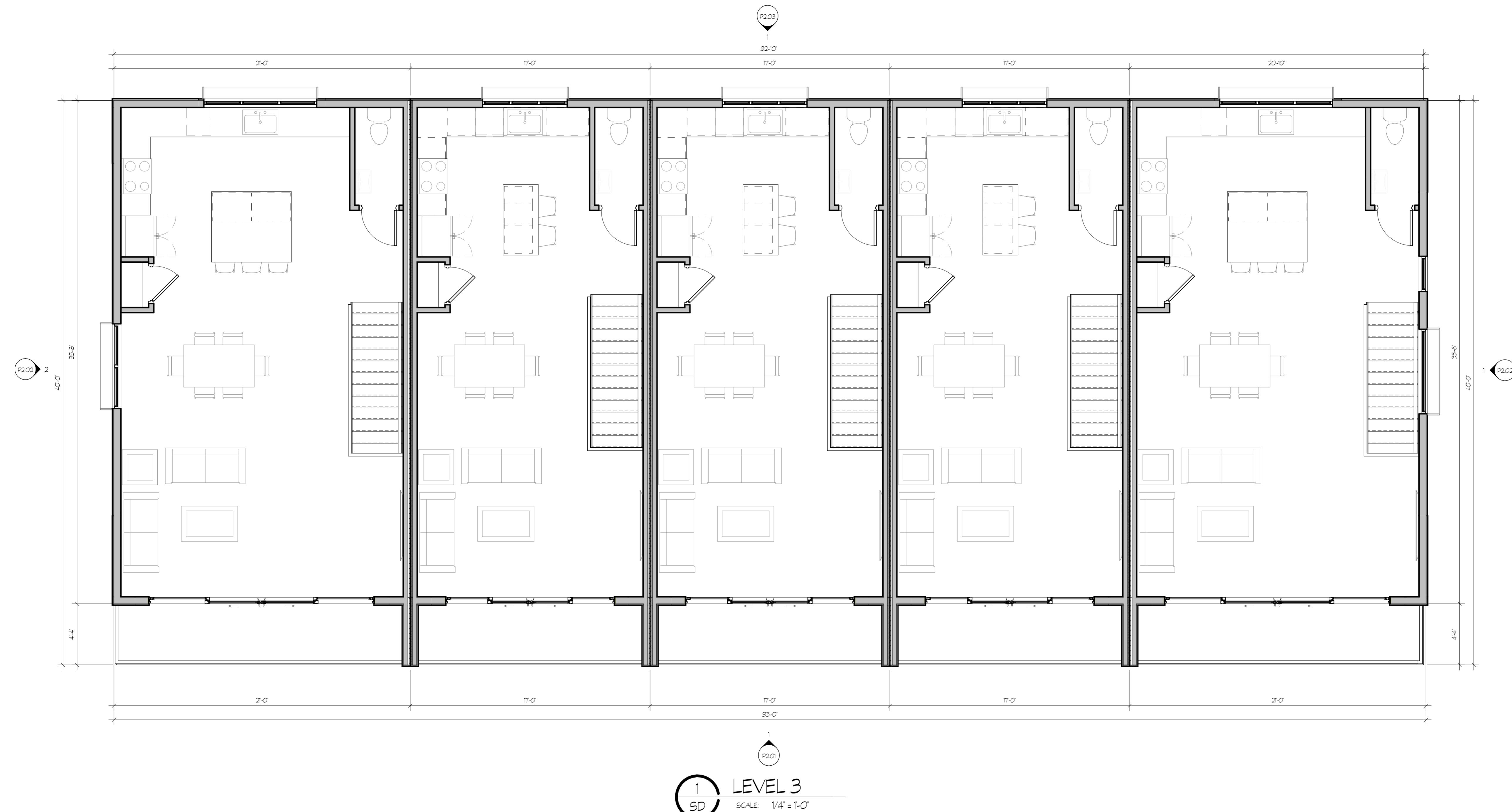
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5PLEX BUILDING - LEVEL 2

APRIL-14-2025

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801-561-1333



OPUS NORTH

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5 PLEX BUILDING - LEVEL 3

APRIL 11, 2025





1 5 PLEX - FRONT ELEVATION
SD SCALE 1/4" = 1'-0"

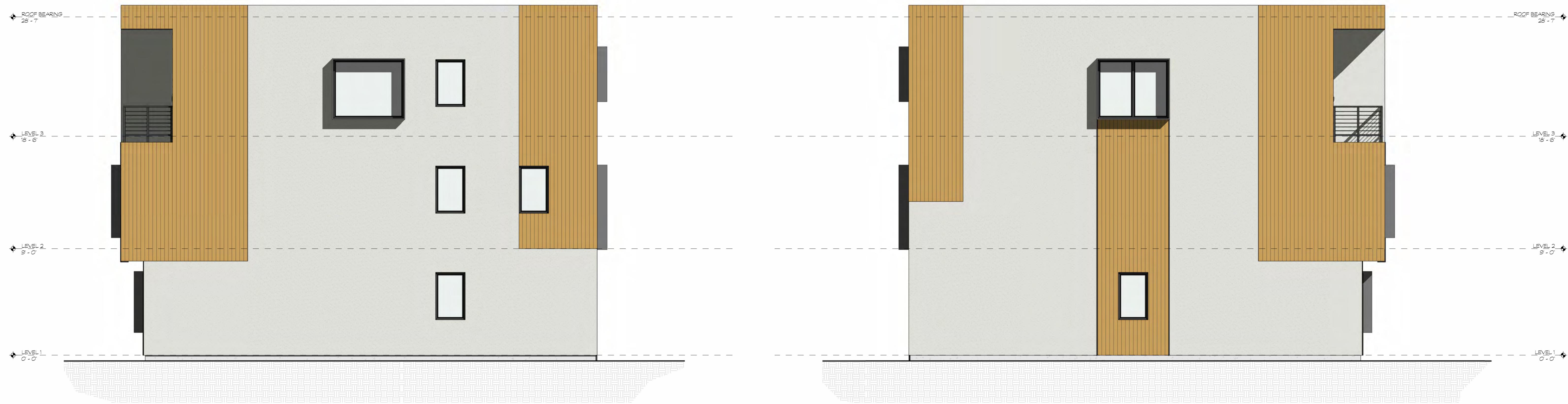
OPUS NORTH

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5 PLEX BUILDING - ELEVATIONS
APRIL-14-2025

Architecture
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7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

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5PLEX BUILDING - ELEVATIONS

APRIL 14, 2025

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1
SD
SCALE 1/4" = 1'-0"

5 PLEX - REAR ELEVATION

OPUS NORTH

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5 PLEX BUILDING - ELEVATIONS
APRIL 14, 2025

Architecture
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7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



1
SD
SCALE
PRESENTATION LEFT 3D VIEW



2
SD
SCALE
PRESENTATION RIGHT 3D VIEW

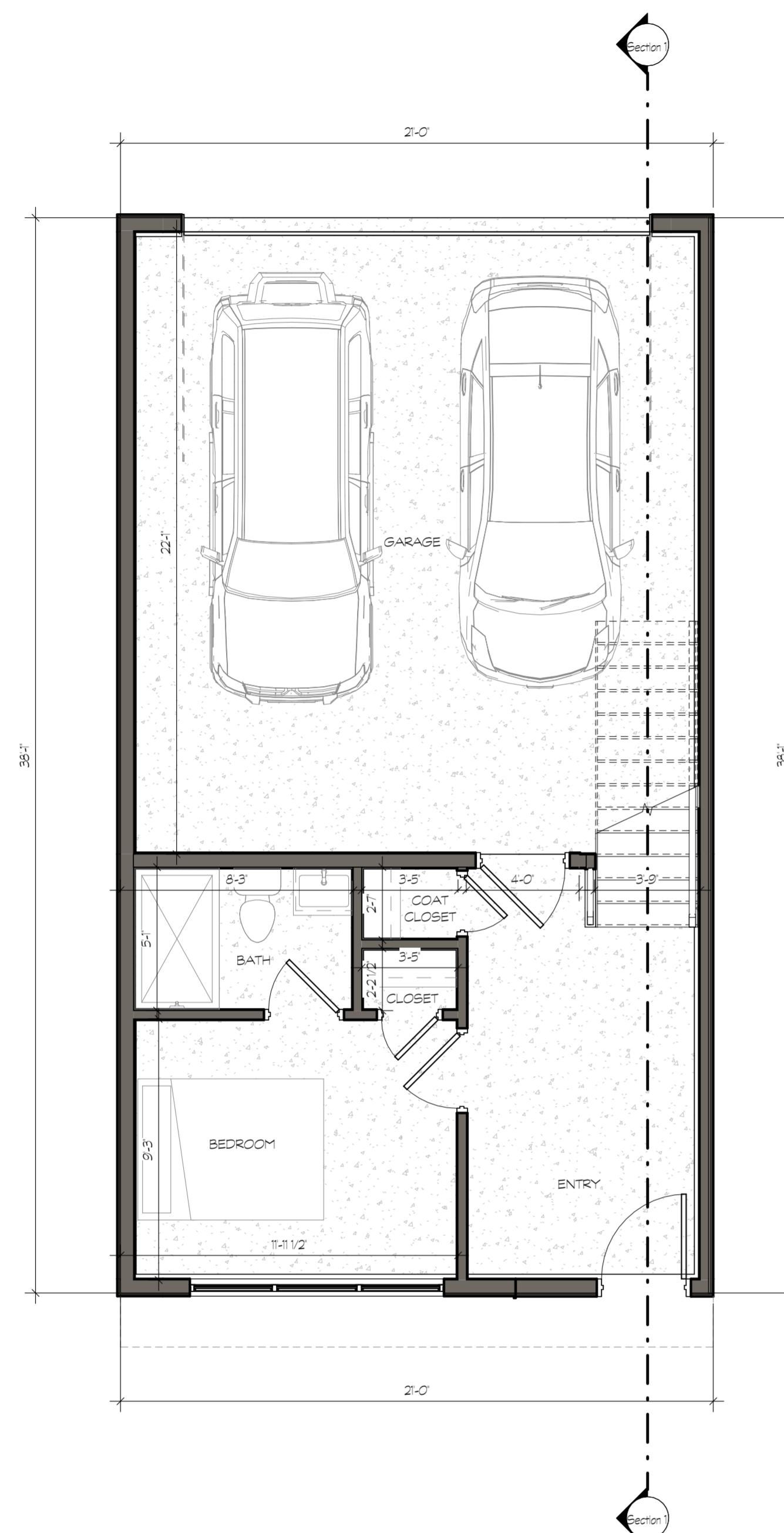
OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

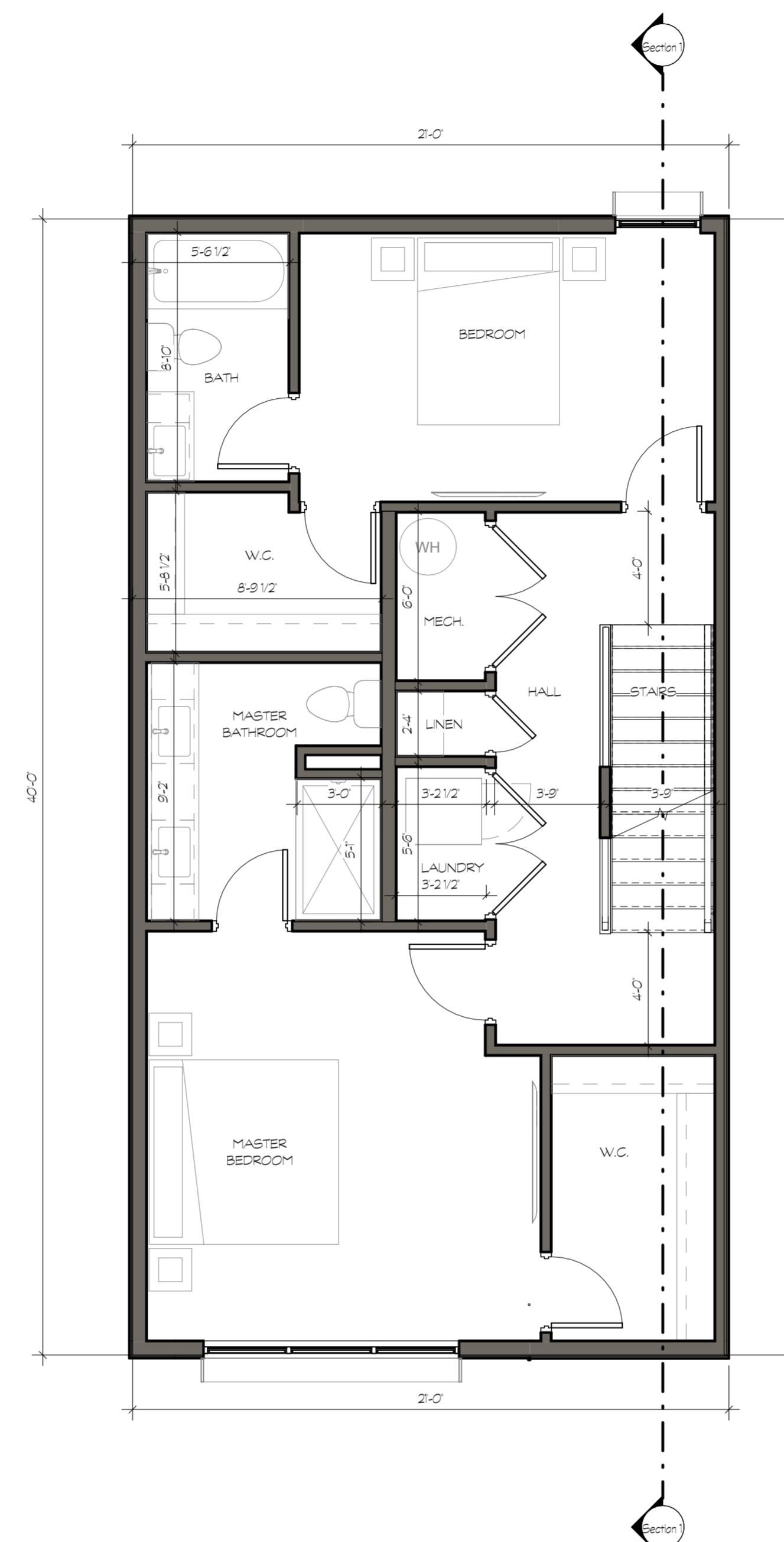
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5 PLEX BUILDING - 3D VIEWS
APRIL-14-2025

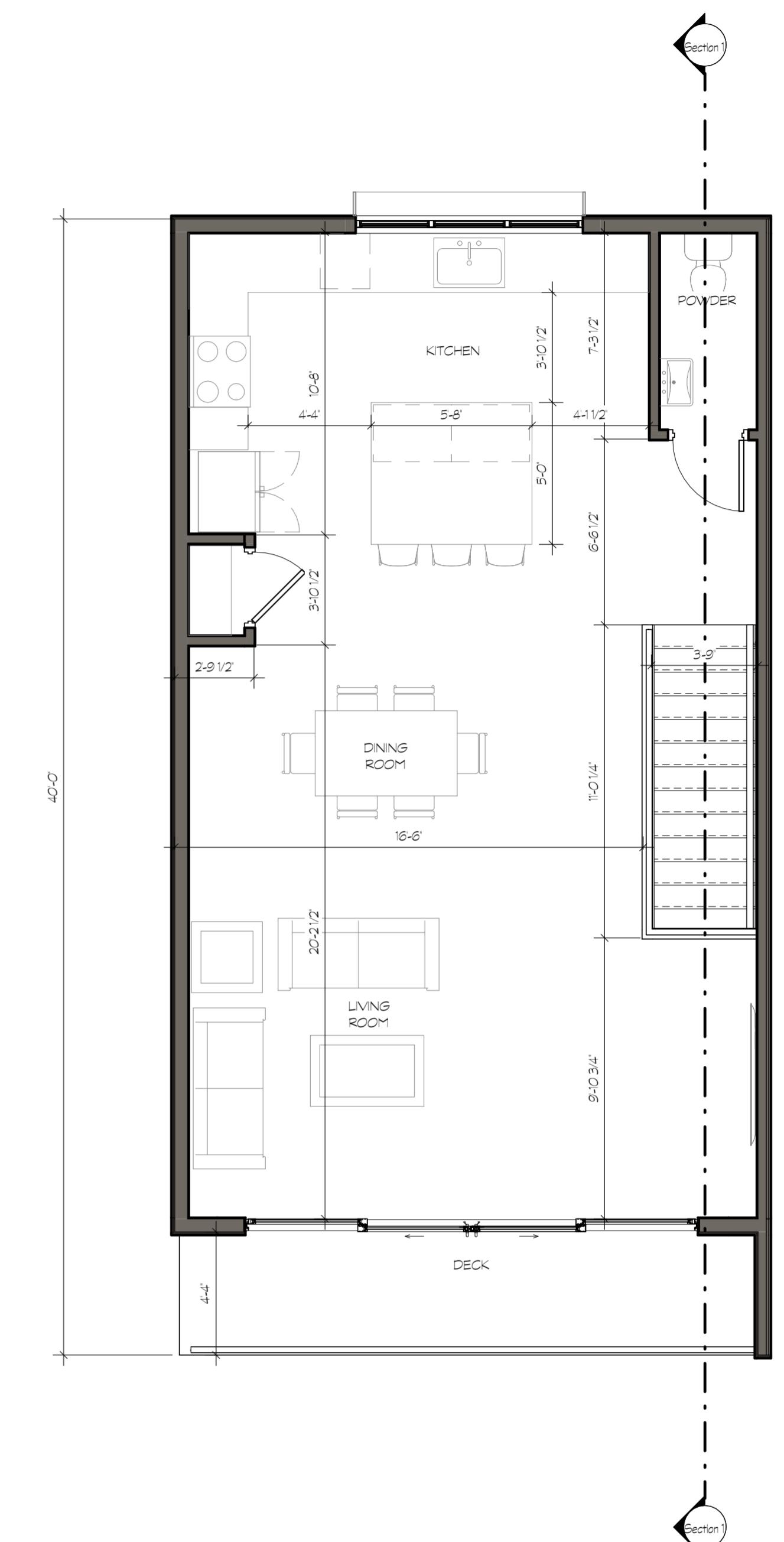
Architecture
Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



1
SD
3 BED UNIT - LEVEL 1 - FLOOR PLAN
SCALE 1/4"=1'-0"



2
SD
3 BED UNIT - LEVEL 2 - FLOOR PLAN
SCALE 1/4"=1'-0"

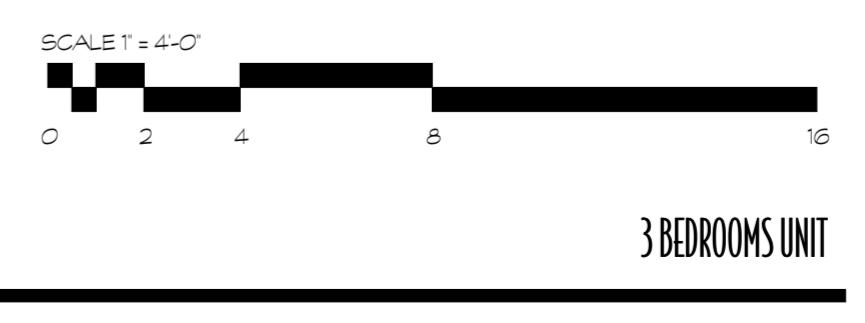


3
SD
3 BED UNIT - LEVEL 3 - FLOOR PLAN
SCALE 1/4"=1'-0"

OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

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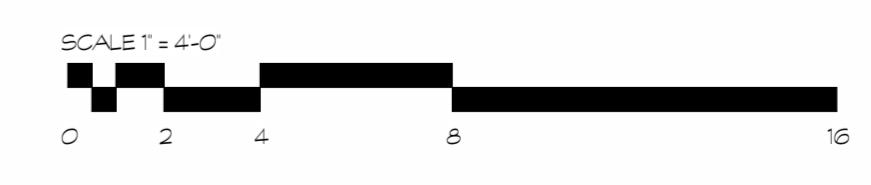


1
PI.09 3 BED UNIT - SECTION 1
SCALE: 1/4" = 1-0"

OPUS NORTH

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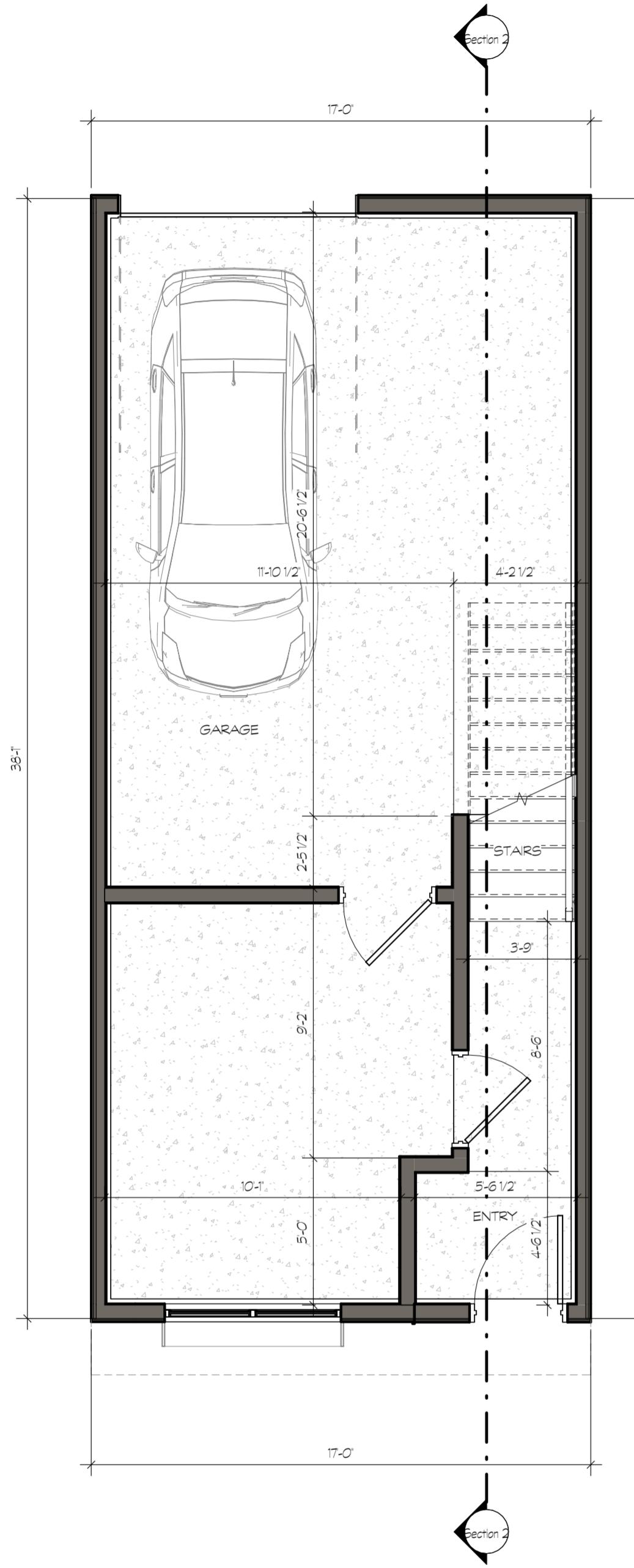
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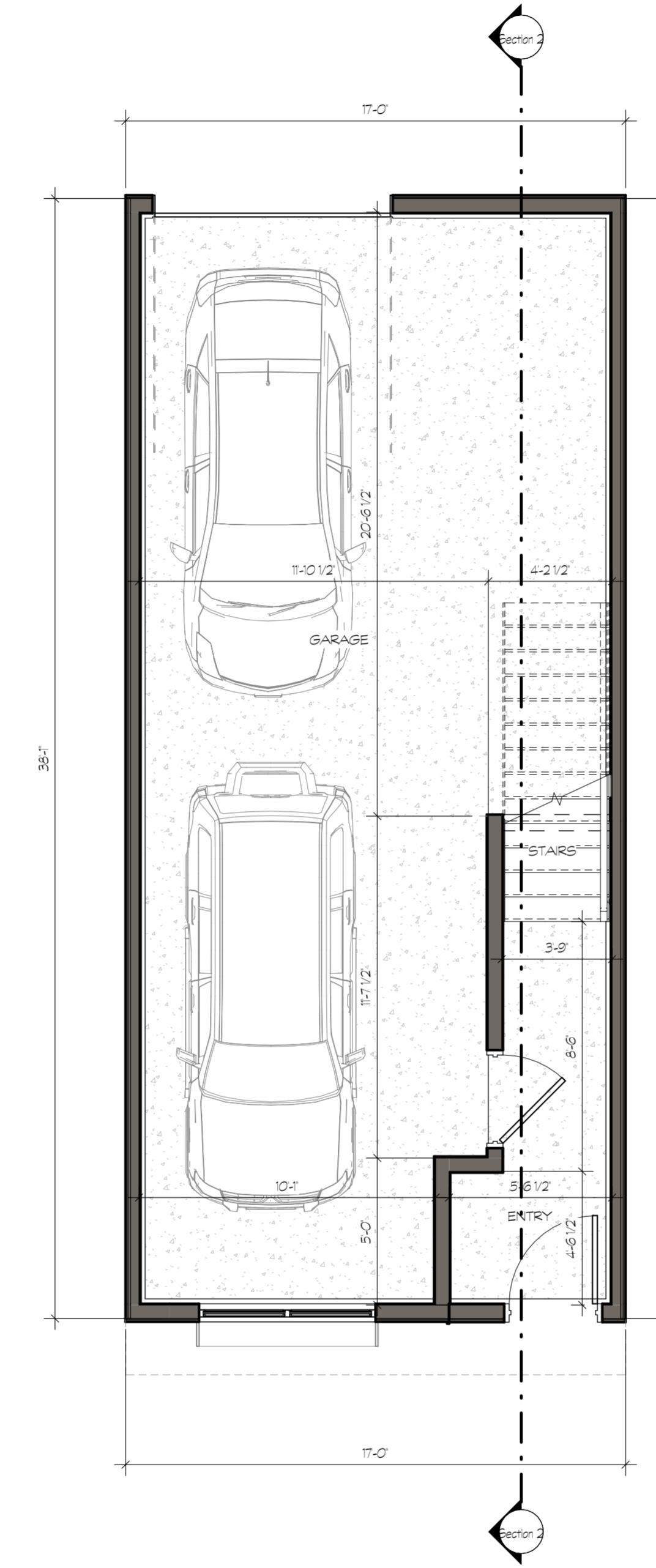
STAIRS SECTIONS

APRIL-14-2025

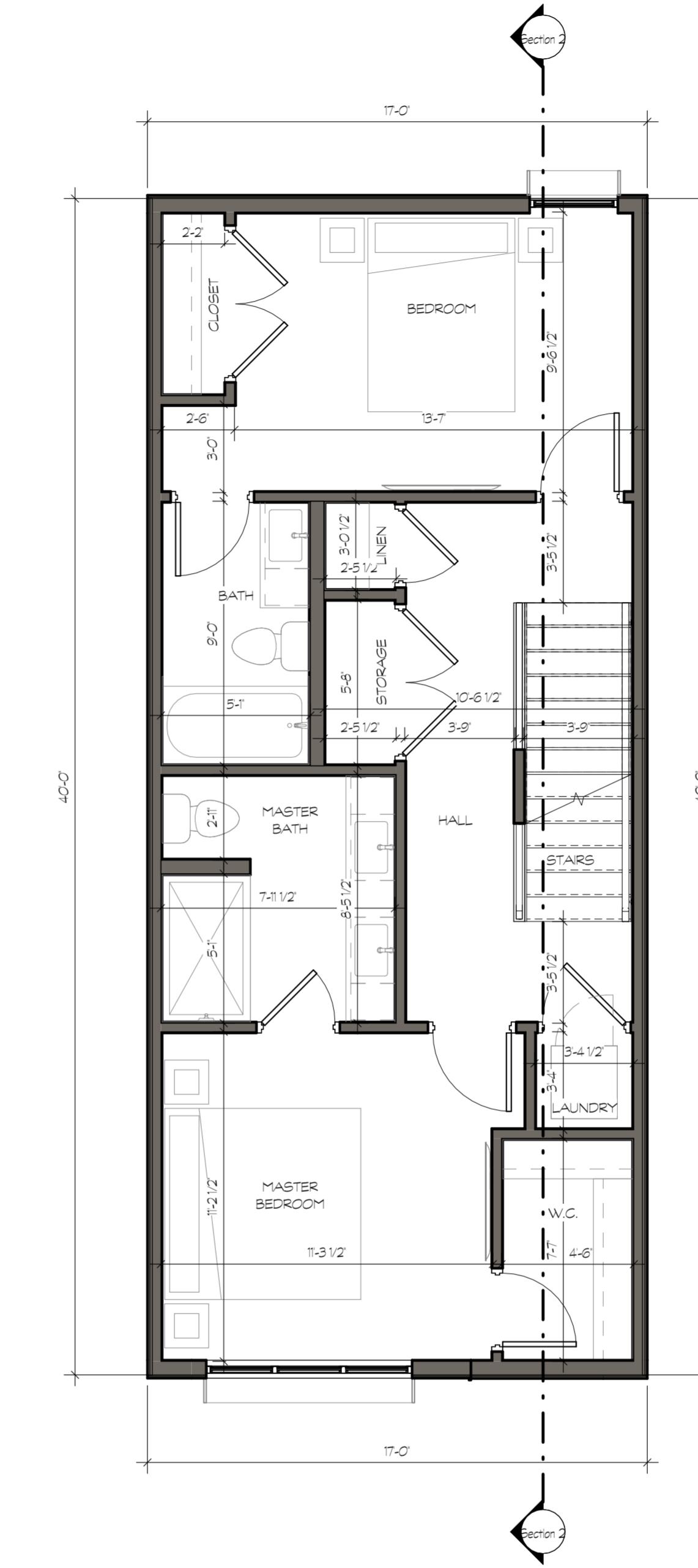
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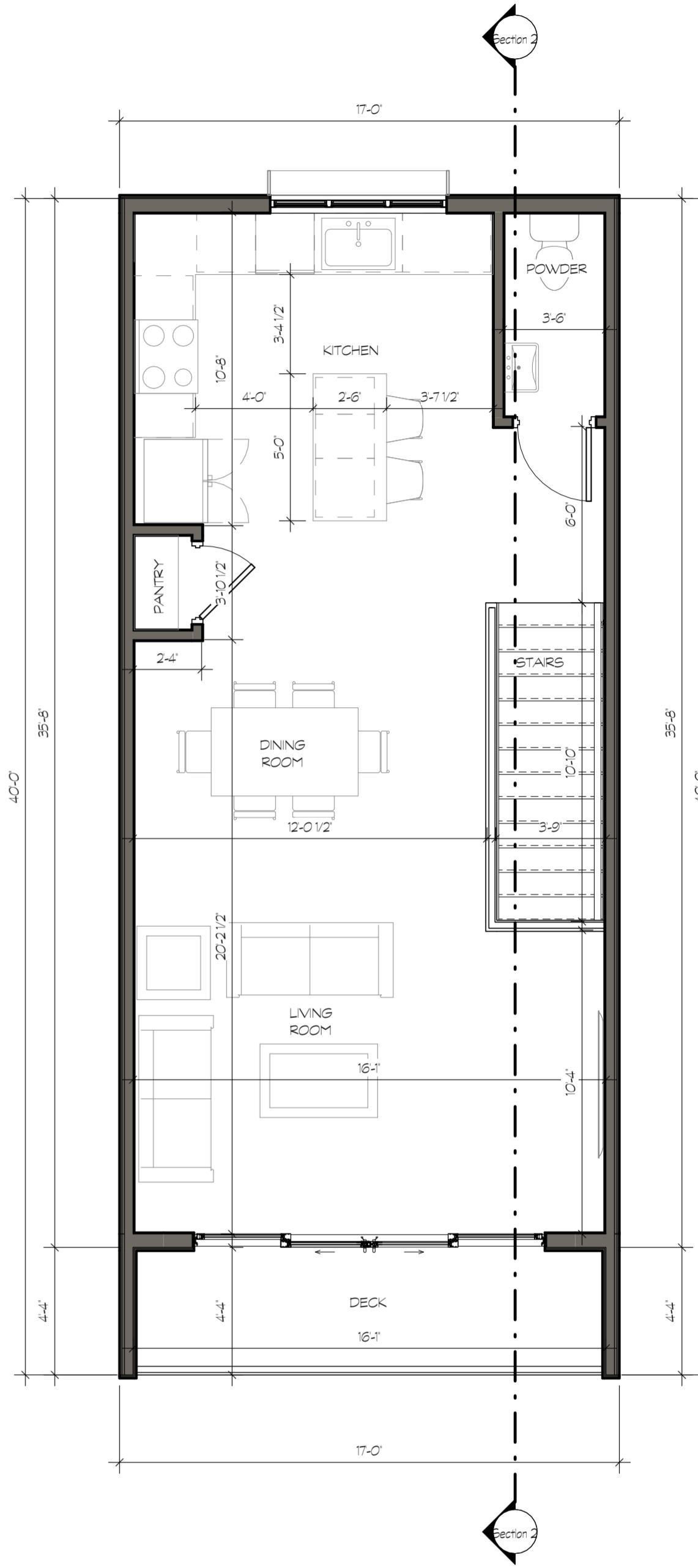
4
SD 2 BED BONUS UNIT - LEVEL 1 - FLOOR PLAN
SCALE: 1/4" = 1'-0"



1
SD 2 BED UNIT - LEVEL 1 - FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 BED UNIT - LEVEL 2 - FLOOR PLAN

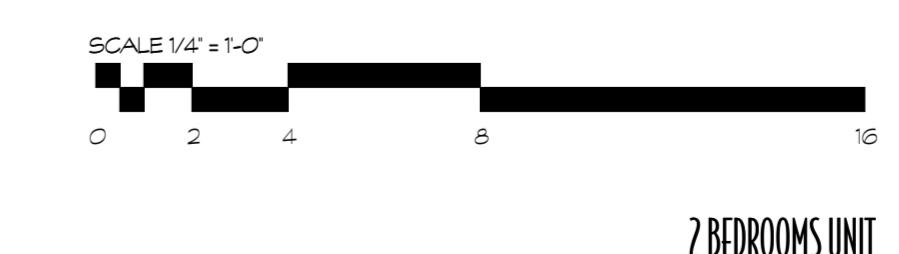


3
SD 2 BED UNIT - LEVEL 3 - FLOOR PLAN
SCALE: 1/4" = 1'-0"

OPUS NORTH

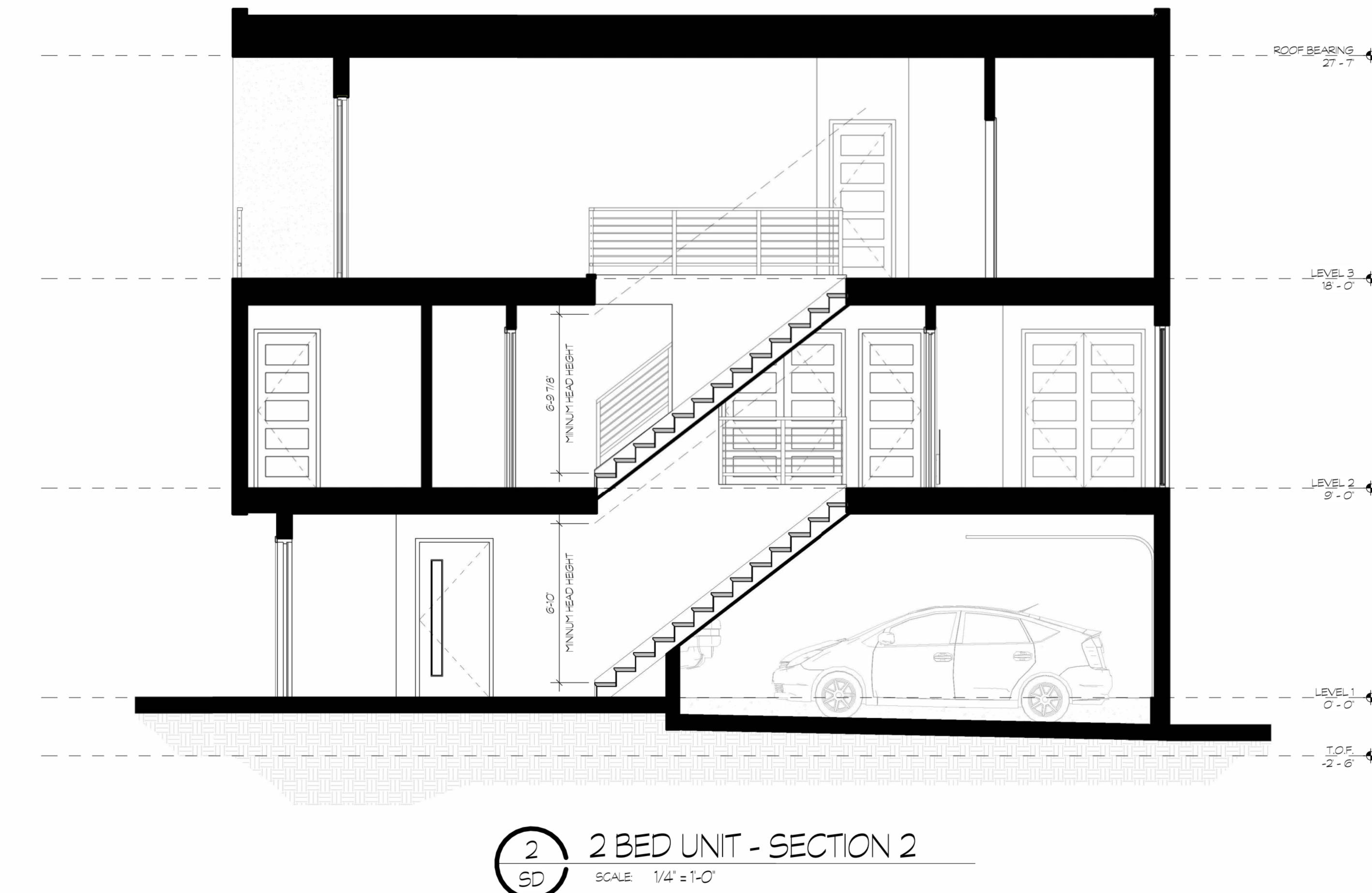
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APRIL-14-2025

STAIRS SECTIONS

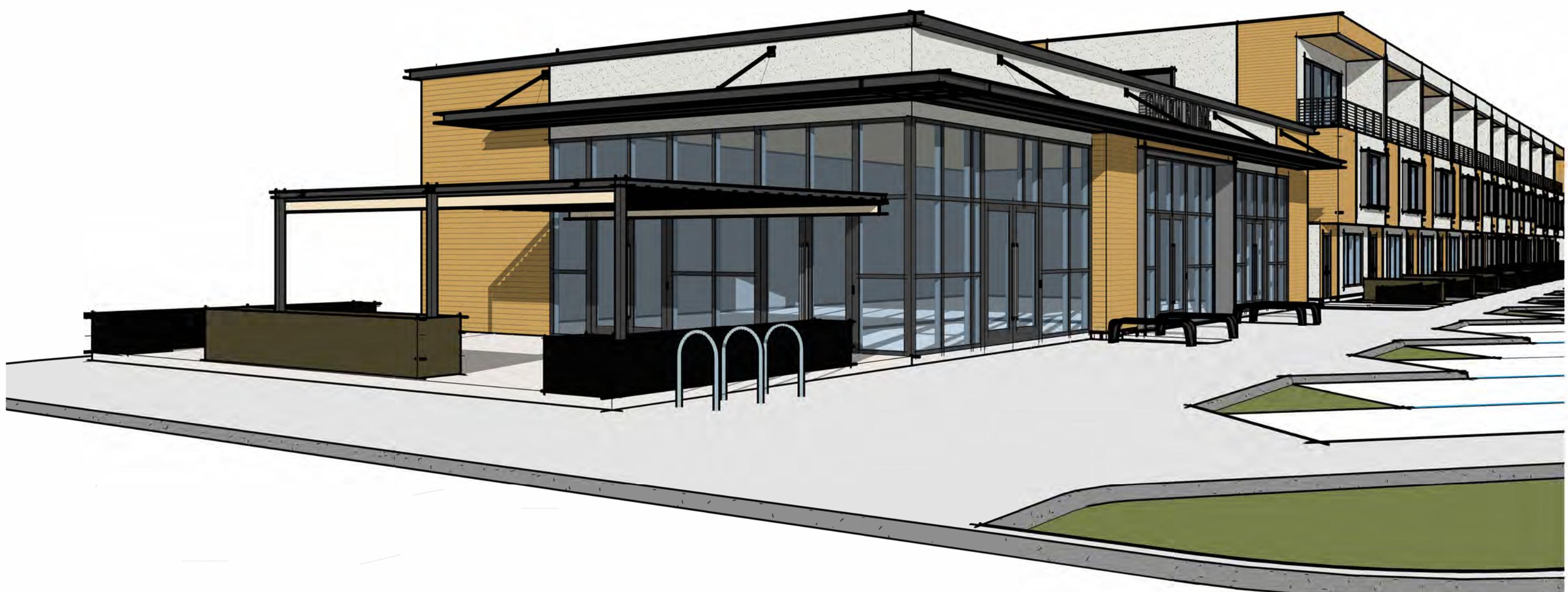


Architecture
Belgiique, Inc.
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801-561-1333









COMMERCIAL BUILDING





COMMERCIAL BUILDING











































Exhibit E
Traffic Study

MEMORANDUM

Date: September 18, 2024

To: Millcreek City

From: Hales Engineering

Subject: Millcreek Opus North Trip Generation Study



UT24-2859

Introduction

This memorandum discusses the trip generation study completed for the proposed Opus North development in Millcreek, Utah. A vicinity map of the proposed development is shown in Figure 1.



Figure 1: Vicinity map of the proposed development in Millcreek, Utah

Background

The proposed development is located at 81 West Central Avenue in Millcreek, Utah. The project includes 77 townhomes. A site plan for the proposed development is included in Appendix A.

Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation (11th Edition, 2021)*. Trip generation for the proposed project is included in Table 1.

As shown in Table 1, it is anticipated that the proposed development will generate approximately 511 trips on an average weekday, including 34 trips during the morning peak hour, and 42 trips during the evening peak hour. This trip generation includes a 5% transit reduction, consistent with other traffic studies in the area, due to the nearby transit stations including UTA's TRAX.

Table 1: Trip Generation

Trip Generation Millcreek - Opus North												
Land Use ¹	# of Units	Unit Type	Trip Generation					Reductions	New Trips			
			Total	% In	% Out	In	Out		Transit	In	Out	Total
Weekday Daily												
Single-Family Attached Housing (215)	77	DU	538	50%	50%	269	269	5%	255	256	511	
AM Peak Hour												
Single-Family Attached Housing (215)	77	DU	36	31%	69%	11	25	5%	10	24	34	
PM Peak Hour												
Single-Family Attached Housing (215)	77	DU	44	57%	43%	25	19	5%	24	18	42	

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 11th Edition, 2021.

SOURCE: Hales Engineering, September 2024

Trip Distribution and Assignment

Project traffic is assigned to the roadway network based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. The resulting distribution of project generated trips during the morning and evening peak hours is shown in Table 2.

These trip distribution assumptions were used to assign the morning and evening peak hour generated traffic at the project accesses to create trip assignment for the proposed development. Trip assignment for the development is shown in Figure 2 and Figure 3.



Figure 2: Trip assignment for the morning peak hour

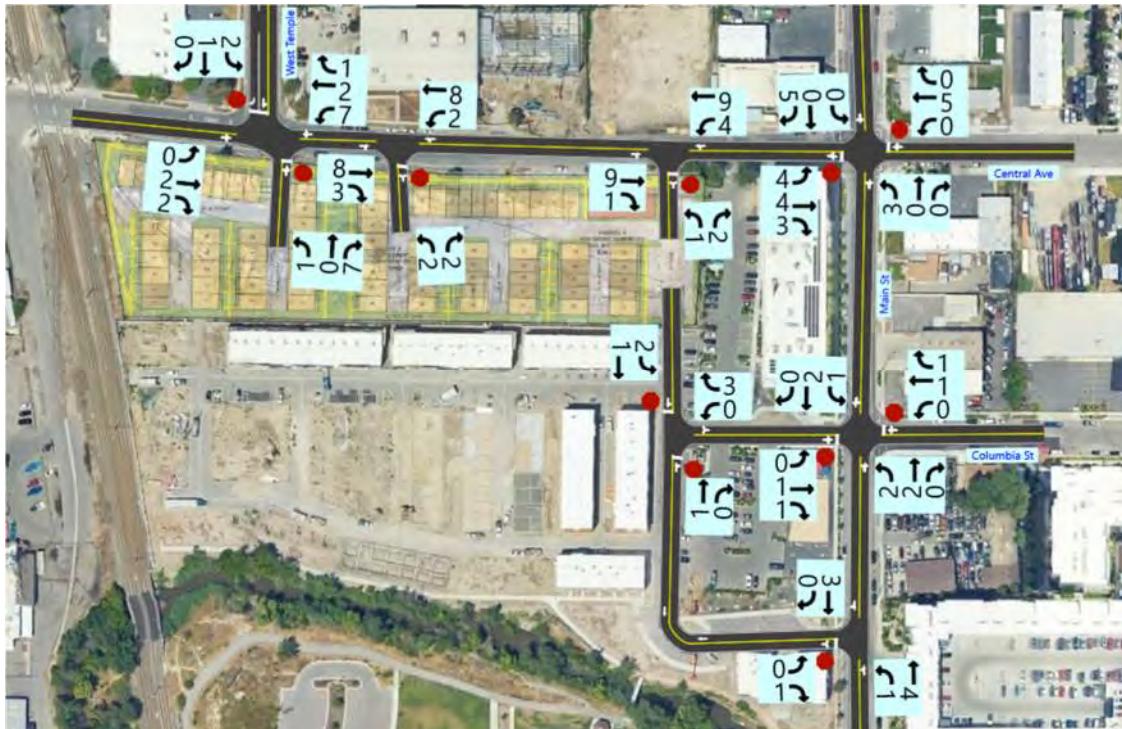


Figure 3: Trip assignment for the evening peak hour

Table 2: Trip Distribution

Direction	% To/From Project
North (West Temple)	15%
North (Main St)	20%
South (Main St)	20%
East (Central Ave)	20%
East (Columbia Ave)	10%
West (Central Ave)	15%

Access

The proposed access for the site will be gained at the following locations:

Central Avenue:

- The West Access will be located approximately 740 feet west of the Central Avenue / Main Street intersection. It will access the project on the south side of Central Avenue. It is anticipated that the access will be stop-controlled. Since this access does not have any internal connectivity to the rest of the project, it is assumed that all traffic from the western portion of the development, comprising of 33 units, would use this access.
- The Middle Access will be located approximately 585 feet west of the Central Avenue / Main Street intersection. It will access the project on the south side of Central Avenue. It is anticipated that the access will be stop-controlled.
- The East Access will be located approximately 240 feet west of the Central Avenue / Main Street intersection. It will access the project on the south side of Central Avenue. It is anticipated that the access will be stop-controlled.

Main Street:

- An existing shared access across from Columbia Avenue is located approximately 370 feet south of the Central Avenue / Main Street intersection. It will access the project from the west side of Central Avenue. The access is currently uncontrolled, but it is assumed that eastbound vehicles yield to traffic on Main Street.
- Ramble On Road will be located approximately 625 feet south of the Central Avenue / Main Street intersection. It will access the project through a shared connection on the west side of Central Avenue. The access is currently uncontrolled, but it is assumed that eastbound vehicles yield to traffic on Main Street.

Auxiliary Lanes

Auxiliary lanes are deceleration (ingress) or acceleration (egress) turn lanes that provide for safe turning movements that have less impact on through traffic. These lanes are sometimes needed at accesses or roadway intersections if right- or left-turn volumes are high enough.

Deceleration (ingress) lanes are generally needed when there are at least 50 right-turn vehicles or 25 left-turn vehicles in an hour. These guidelines were used for the City roadways in the study area.

Based on these guidelines and the anticipated project traffic, no auxiliary lanes are recommended along Central Avenue.

Hales Engineering does not currently have peak hour traffic counts for the existing access points along Main Street—the northern access directly across from Columbia Avenue and Ramble On Road located approximately 265 feet south of the Columbia Avenue/Main Street intersection. Since these access points are shared with other developments, additional studies would be required to assess whether auxiliary lanes are necessary at these locations along Main Street.

Conclusions

The findings of this study are as follows:

- The proposed development includes 77 townhomes. It is anticipated that the project will have 5 access points (3 new and 2 existing).
- It is anticipated that the proposed project will generate approximately 511 trips on an average weekday, including 34 trips during the morning peak hour, and 42 trips during the evening peak hour.
- No auxiliary lanes are recommended along Central Avenue, and additional studies would be required to determine the need for auxiliary lanes at the shared accesses along Main Street.

If you have any questions regarding this memorandum, please contact us at 801.766.4343.

Exhibit F
Development Agreement for Opus Green North

WHEN RECORDED, RETURN TO:

**Millcreek City Hall
1330 E Chambers Ave
Millcreek, UT 84106**

**MASTER DEVELOPMENT AGREEMENT
FOR THE
OPUS GREEN NORTH DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered as of the _____ day of _____, 2025, by and between the Millcreek a Utah municipal corporation, and Clearwater Homes, an LLC.

RECITALS

- A. Master Developer is the owner of certain real property located in Millcreek.
- B. The Master Developer desires to develop the Property as townhomes and commercial land illustrated on the Site Plan.
- C. The Property has been zoned as Manufacturing (M).
- D. Master Developer hereby represents to the City that it is voluntarily entering into this Agreement.

E. The City and Master Developer desire to enter into this Agreement to further memorialize the development rights, terms, requirements, and conditions for the development of the Project, as more fully described herein.

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

G. Many of the capitalized terms used in these Recitals are defined in Section 1.2, below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “H” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Municipal Land Use Development and Management Act, Utah Code Ann. §§10-9a-101, *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of the Ordinance and/or this Agreement.

1.2.3. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.5. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure, or Off-Site Infrastructure.

1.2.6. **Buildout** means the completion of all of the development on the entire Project.

1.2.7. **City** means Millcreek, a Utah municipal corporation.

1.2.8. **City Consultants** means those outside consultants designated by the City in various disciplines, such as traffic, hydrology, or drainage, and employed by the City for reviewing certain aspects of the development of the Project.

1.2.9. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City at the time of adoption of this MDA.

1.2.10. **City's Future Laws** means the then current ordinances, policies, standards, procedures and processing fee schedules of the City, as amended from time to time.

1.2.11. **Commercial Site Plan** means the plan submitted to the City for the approval of the development of a portion of the Project which may include multiple buildings that are not intended to be on individual subdivision lots, and includes apartments, shopping centers or similar multi-building developments or plans for other developments on the Project which are allowed by the applicable zone as a conditional use.

1.2.12. **Council** means the elected City Council of the City.

1.2.13. **Denied** means a formal denial issued by the Council and does not include review comments or “redlines” by City staff.

1.2.14. **Density** means the number of Residential Dwelling Units **per acre**.

1.2.15. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Commercial Site Plan, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.16. **Development Report** means a report submitted to the City by Master Developer for the development by Master Developer of any Parcel, or for the sale of any Parcel to a Subdeveloper, or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer that shows the Density used with the Parcel(s) and the Density remaining with Master Developer and for the remaining Project.

1.2.17. **Final Plat** means a map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.18. **Impact Fees** means fees, assessments or payments of money imposed upon development activity by the City as a condition of development approval as contemplated in Utah Code Ann. §§ 11-36-101, *et seq.*

1.2.19. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, public facilities, commercial areas, open space, parks, etc., as shown on the Site Plan.

1.2.20. **Master Developer** means Clearwater Homes and their respective assignees or transferees as permitted by this MDA.

1.2.21. **Maximum Residential Density** means 22 units per acre.

1.2.22. **Modification Application** means an application to amend this MDA.

1.2.23. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

1.2.24. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.25. **Off-Site Infrastructure** means those items of public or private infrastructure necessary for development of the Property such as roads and

utilities that are not on the site of any portion of the Property that is the subject of a Development Application.

1.2.26. **On-Site Infrastructure** means those items of public or private infrastructure that are necessary for development of the Property such as roads or utilities and that are located on that portion of the Property which is subject to a Development Application.

1.2.27. **Open Space** means those areas without any buildings or other physical improvements except those customary and/or necessary to the provision of recreation or any natural break that provides appropriate breaks from building masses or conserves or preserves natural, historic, or other amenities with social or cultural values or maintains the natural water table level or preserves wetlands. Open Space includes, but is not limited to, those areas identified as Open Space in the Site Plan.

1.2.28. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of the development of the Property as is more fully set out in this MDA.

1.2.29. **Parcel** means portions of the Property for development of a particular type of Intended Use.

1.2.30. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.31. **Planning Commission** means the City's Planning and Zoning Commission established by the Ordinance.

1.2.32. **Project** means the development to be constructed on the Property with the associated public and private facilities, Intended Uses, Densities, Phases, and all of the other aspects approved as part of this MDA including its Exhibits.

1.2.33. **Property** means certain real property located at or near 81 W Central Ave, Millcreek, Salt Lake County, Utah, as more particularly described in Exhibit “A.”

1.2.34. **Residential Dwelling Unit** means, for purposes of calculating Density, a unit intended to be occupied for residential living purposes; one single-family residential dwelling and each separate unit in a multi-family dwelling, apartment building, condominium, or time-share equals one Residential Dwelling Unit.

1.2.35. **Site Plan** means the site plan substantially as illustrated in Exhibit “C,” subject to the technical guidelines/specific design criteria as set forth below.

1.2.36. **Sub developer** means an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

1.2.37. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to State Law or the Zoning Ordinance.

1.2.38. **Subdivision Application** means the application to create a Subdivision.

1.2.39. **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.40. **Substantial Completion** means a point in the progress of a construction project where the work has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the project. For work to be substantially complete it is not required that the work be 100% complete.

1.2.41. **Technical Guidelines/Specific Design Criteria** means guidelines approved by the City that control certain aspects of the design and construction of the development of the Property substantially as set forth in Exhibit "B."

2. **Development of the Project.** Development of the Project shall be in accordance with the City's Future Laws, this MDA and its Exhibits. In the event of inconsistencies within or between or among parts of this MDA, Exhibits, and City's Future Laws, development of the Project shall comply with the more stringent requirements.

3. **Development of the Property in Compliance with the Site Plan.**

3.1. **Project Maximum Density.** The Density on any areas, zones or Parcels shall not exceed the Density for the area or the aggregate of such Densities shall not exceed the Maximum Residential Density for the Project. The City makes no representations or warranties that Master Developer will be able to develop the full Maximum Residential Density

3.2. **Specific Design Conditions and Development Rights.** The Property and each Parcel shall be developed and constructed substantially as set forth in the Site

Plan, subject to the Technical Guidelines/Specific Design Criteria

3.3. Accounting for Density for Parcels Sold to Subdevelopers. Any parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified amount of Density for any Intended Use (e.g., a specified maximum number of Residential Dwelling Unit, a specified maximum square footage of a Commercial Use, etc.). At the recordation of a Final Plat or other document of conveyance (deed or otherwise) for any Parcel sold to a Subdeveloper, Master Developer shall provide the City a Subdevelopment Report showing the ownership of the Parcel(s) sold, the Density transferred with the Parcel(s), the Density remaining with Master Developer and any effects of the sale on the Site Plan. This reconciliation will balance to the Densities established to the Project Maximum Density.

3.3.1. Unused Density. If any Density transferred to a Subdeveloper is unused at the time the Parcels transferred with such Density receives final approval from the City for a Development Application for the final portion of such transferred Parcels, the unused Density then shall automatically expire.

3.4. Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The City acknowledges that Master Developer may seek and obtain approval for the subdivision of a portion of the Project into a Parcel without providing such detailed development information subject to the specific “Parcel Sales” provisions of Section 17 of Exhibit “B”.

4. **Zoning and Vested Rights.**

4.1. **Current Zoning.** The Project is currently zoned Manufacturing (M).

4.2. **Vested Rights Granted by Approval of this MDA.** The parties specifically intend that this MDA grants to Master Developer “vested rights” as the term vested rights is construed in Utah’s common law and pursuant to Utah Code Ann. §10-9a-509.

4.2.1. **Exceptions.** The exclusion from changes to the City’s Vested Laws set forth in this Section are subject to the following exceptions:

4.2.1.1. Laws, rules or regulations that the Master Developer agrees in writing to the application thereof to the Project;

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

4.2.3. City Development Standards, Engineering Requirements and Supplemental Specifications for Public Works and any new editions or replacement thereof and any City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications,

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

health, safety or welfare;

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

4.2.5. 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).

4.2.6. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks, or similar items so long as such changes are generally applicable across the entire City to the respective zones within the Project.

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

4.3. **Term of Agreement.** The term of this MDA shall automatically expire on December 31, 2035.

6. Approval Processes for Development Applications.

6.1. **Phasing.** The City acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or

construct portions of the Project pursuant to the Site Plan in phases.

6.2. Processing Under Current City Laws. The City shall utilize the City's Future Laws with regards to the processes the City utilizes to review and approve Development Applications.

6.3. City's Cooperation in Processing Development Applications. The City shall cooperate reasonably in promptly and fairly processing Development Applications.

6.4. Outsourcing of Processing of Development Applications. Within fifteen (15) business days after receipt of a Development Application upon the request of either party the parties will confer and determine whether the City and/or the Master Developer or a Subdeveloper wishes the City to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If both parties determine that Outsourcing is appropriate, the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by City (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City of its intent to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance to such Outsourcing with the City the estimated differential cost and the City shall promptly proceed with such Outsourcing. If the City hired a consultant for the Outsourcing services then upon completion of the Outsourcing services and submission of an invoice for the actual differential cost of Outsourcing (with such reasonable supporting documentation as may be requested by Master Developer)

or if the City has incurred overtime with respect to City employees for such Outsourcing services, then upon completion of the Outsourcing services and submission of a statement for the actual differential cost of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual differential cost.

6.5. Non-City Agency Reviews. If any aspect or portion of a Development Application is governed by a Non-City Agency and not the City, then such aspects or portion of a Development Application does not need to be submitted to the City for approval provided, however, the Applicant shall notify the City in writing of such submission, and upon request by the City, provide to the City a copy of the submission and approval. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

6.6. Acceptance of Certifications required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The Development Application shall be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the City or any other agency of the City.

6.7. Expert Review of Certifications Required for Development

Applications. If the City, notwithstanding such a certification by Applicant's experts, as provided in Section 6.6, subjects the Development Application to review by City Consultants, the Applicant shall bear the costs of such review.

6.7.1. Selection of City Consultants for Review of Certifications Required for Development Applications. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City pursuant to a "request for proposal" process required by City ordinances. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

6.8. Extraordinary Technical Analysis. If the City requires technical analysis beyond the scope of analysis contemplated in Section 6.4 above, then the City shall notify the Applicant and absent a written objection by Applicant within five (5) business days of City's notifying the applicant, the City may engage such expert or consultant and the actual cost incurred by the City with respect to such expert or consultant shall be the responsibility of Applicant.

6.9. Meet and Confer regarding Development Application Objections. The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the rejection of a Development Application.

6.10. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the

denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

6.11. Mediation of Development Application Objections.

6.11.1. Issues Subject to Mediation. Issues resulting from the Denial of a Development Application that are not subject to arbitration provided in Section 6.12 shall be mediated.

6.11.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within seven (7) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within seven (7) business days thereafter, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

6.12. Arbitration of Development Application Objections.

6.12.1. Issues Subject to Arbitration. Issues regarding the Denial of a Development Application that are subject to resolution by scientific or

technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. Denials based on the Applicants failure to satisfy City's Future Laws with respect to development standards are not issues subject to resolution by scientific or technical experts.

6.12.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.10.2.

6.12.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within seven (7) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within seven (7) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fourteen (14) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties.

7. **Infrastructure Improvements.** The City may refuse in its sole and absolute discretion to approve any Development Applications until the City reviews and approves the funding and construction mechanisms of On-Site and Off-Site Infrastructure or other needed infrastructure for the Property.

8. **Construction Standards and Requirements.**

8.1. **General.** All construction on the Project shall be conducted and completed in accordance with the City's Future Laws, and the Technical Guidelines to the extent the Technical Guidelines impose a more stringent requirement.

8.2. **Building Permits.** No buildings or other structures shall be constructed within the Project or Property without Master Developer and/or the Master Developer(s) first obtaining building permits. Master Developer may apply for and obtain a grading permit following approval of a Commercial Site Plan or a Subdivision Site Plan if Master Developer has submitted and received approval of a site grading plan from the City Engineer.

8.3. **Security for Public Improvements.** All public improvements shall be constructed and completed in accordance with City's Future Laws and bonding requirements.

8.4. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with the Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

8.5. **Compliance with Law.** Except as otherwise specifically set forth herein, Master Developer and/or a Subdeveloper shall comply with all applicable Federal, State and City's Future Laws pertaining to the Project.

9. **Default.**

13.1. **Notice and Cure.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, then within thirty (30) calendar days after Notice specifying the default, the non-defaulting party may, except as specifically limited in **31 below** at its election, have the following remedies:

13.1.1. All rights and remedies available in equity, including, but not limited to, injunctive relief and specific performance.

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

13.1.3. The right to withhold all further reviews, approvals, licenses, permits or refuse to issue any building permits for any development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until such default has been cured. Notwithstanding anything to the contrary herein, the City may withhold future revisions, approvals, licenses, permits or refuse to issue any building permits for any development of the Project during such thirty (30) day period or any extended cure period if the City determines that there is a compelling, countervailing public interest to withhold such approvals. If the cure of any alleged default can be effectuated by the City because the alleged default is covered by any security the City may have for the completion of On-Site or Off-Site Infrastructure then the City may proceed against the security, as a

default under this Agreement, or both.

13.1.4. Extended Cure Period. If any default cannot be reasonably cured within such thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

13.1.5. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

13.1.6. Emergency Defaults. Anything in this MDA 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 without the requirement to Meet and Confer. The City shall give Notice to Owner/Developer of any public meeting at which an emergency default is to be considered and the Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

14. **Notices.** All notices required or permitted under this Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Clearwater Homes
Micah Peters
336 W Broadway #110
SLC, UT 84101

To the City:

Millcreek
Jeff Silvestrini
1330 E Chambers Ave
Millcreek, UT 84106

14.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of (1) its actual receipt, if delivered personally, by courier service, or by fax or telecopy (provided that a copy of the telex, fax or telecopy Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice) or, (2) on the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this section.

15. **Amendments.** This MDA may not be modified except by written instrument signed by the parties hereto.

16. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

17. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a

subsequent written amendment signed by all parties.

18. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project and shall be deemed to run with the land and shall be binding on Master Developer and all successors and assigns of any of the foregoing.

19. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

20. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership, or agency relationship between the City and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

21. **Assignability.** Notwithstanding any of the provisions of this MDA to the contrary, but without waiving the requirement of notice as provided in this section, Master Developer shall have the right without the consent of City, to assign its rights and delegate its duties under this MDA, in whole or in part, to a limited liability company, corporation, or other entity which is an organization in which Master Developer owns a majority and controlling interest in the capital stock, membership, or other ownership interest, in value, profits interest, capital interests, and voting interests (“Permitted Assignee”). If Master Developer desires to affect an assignment to a Permitted Assignee, Master Developer shall deliver to City written notice of the identity of the Permitted Assignee and of all persons with an interest in Permitted Assignee with a description of the interest of each such person, in advance of the date on which Master Developer proposes to

make such assignment. Master Developer may assign its rights and delegate its duties under this MDA to any other assignee (“Other Assignee”) with the consent of the City. The City may only withhold such consent if the City is not reasonably satisfied with the Other Assignee’s financial ability to perform the obligations of Master Developer proposed to be assigned. If Master Developer desires to affect an assignment to an Other Assignee, Master Developer shall deliver to City notice of any such proposed assignment and provide such information regarding the Other Assignee that the City may reasonably request in making the evaluation permitted under this section. Unless the City consents in writing, the City shall be deemed to have disapproved of and not consented to the assignment. Master Developer selling and conveying of lots in any approved subdivision or parcels to the builders, users, or subdevelopers, shall not be deemed an assignment subject to the above-referenced notice to and/or approvals by the City. If any of the proposed assignments hereunder are for less than all of Master Developer’s rights and duties, then Master Developer shall remain liable for performance of each of the obligations that are not assigned. Upon any partial assignment that is permitted pursuant to this section, Master Developer shall be released of any future obligations as to those duties which are assigned. Any assignee shall consent in writing to be bound by the terms and conditions of this MDA as condition precedent to the effectiveness of the assignment.

22. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

23. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

24. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

25. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires, or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay, or stoppage.

26. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

27. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be Sean Murray and the initial representative for Master Developer shall be Micah Peters. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the

Project.

28. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

29. **Applicable Law.** This MDA is entered into in Millcreek in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

30. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake County.

31. **Limitation on Recovery for Default – No Damages.** Anything in this Agreement notwithstanding Developer shall not be entitled to any claim for any monetary damages as a result of any breach of this Agreement. The sole remedy available to Developer shall be that of specific performance.

32. **Further Acts.** In addition to the acts recited in this Agreement to be performed by the parties hereto, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and to carry out the terms and provisions, spirit and intent of this Agreement.

33. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. ____ adopted by the City on _____, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER

CITY

By: _____
Print: _____
Its: _____

By:

Approved as to form:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the _____ day of _____, 2025, personally appeared before me _____ who being by me duly sworn, did say that he is the _____ of Millcreek, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said _____ acknowledged to me that the City executed the same.

My Commission Expires:

NOTARY PUBLIC

Residing at:

MASTER DEVELOPER ACKNOWLEDGMENT

On the _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah _____, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

My Commission Expires:

NOTARY PUBLIC
Residing at: _____

Exhibit A
Location of Development

Parcel Number

Parcel 1 : 21012280120000

Parcel 2 : 21012280110000

Parcel 3 : 21012280140000

Physical Address

Parcel 1 : 81 W Central Ave. Millcreek, UT 84107

Parcel 2 : 81 W Central Ave. Millcreek, UT 84107

Parcel 3 : 41 W Central Ave. Millcreek, UT 84107

Legal Description

Parcel 1 : BEG S 41^{47'06"} E 50.05 FT & N 89^{58'30"} W 450 FT & S 0^{01'30"} W 33 FT & NW'LY ALG CURVE TO R 3.13 FT FR NE COR OF SEC 1, T 2S, R 1W, S L M; S 0^{05'39"} W 157.15 FT; S 89^{14'06"} E 212.51 FT; S 0^{45'54"} W 35 FT; N 89^{14'06"} W 714.57 FT TO E'LY R OF W OF UNION PACIFIC RR; N 09^{02'48"} W 52.81 FT; NW'LY ALG CURVE TO L 182.66 FT; S 83^{15'40"} E 244.61 FT; SE'LY ALG CURVE TO L 300.4 FT TO BEG. EXCEPT BEG S 41^{47'06"} E 50.05 FT & N 89^{58'30"} W 450 FT & S 0^{01'30"} W 33 FT FR NE COR OF SD SEC 1; NW'LY ALG CURVE TO R 283.43 FT; S 0^{04'53"} W 15.49 FT; S 89^{58'30"} E 282.88 FT TO BEG. 2.62 AC M OR L. 5817-2253, 2251 5789-796 THRU 800 5834-2966 06403-2882

Parcel 2 : BEG S 41^{47'06"} E 50.05 FT & N 89^{58'30"} W 450 FT & S 0^{01'30"} W 33 FT FR NE COR OF SEC 1, T 2S, R 1W, S L M; NW'LY ALG CURVE TO R 283.43 FT; S 0^{04'53"} W 15.49 FT; S 89^{58'30"} E 282.88 FT TO BEG. 0.034 AC M OR L. 5834-2966 5899-1011 5899-1013 06403-2882

Parcel 3 : BEG S 41^{47'06"} E 50.05 FT & N 89^{58'30"} W 206.9 FT & S 0^{01'30"} W 33 FT FR NE COR SEC 1, T 2S, R 1W, S L M; N 89^{58'30"} W 243.1 FT; W'LY 3.13 FT ALG A 2590.25 FT RADIUS CURVE TO R; S 0^{05'39"} W 157.5 FT; S 89^{14'06"} E 212.51 FT; S 0^{45'54"} W 35 FT; S 89^{14'45"} E 36.56 FT M OR L TO W BDRY LINE GORDON SOUTH LAWN ADD; N 3^{50'} E 186.41 FT; N 56^{13'07"} W 17.51 FT TO BEG. 0.96 AC M OR L 7549-2288 8419-2036 08419-2042

Exhibit B **Project Specifications**

Developer and the City agree that the proposed development will incorporate the following:

- 1. Height.** The height of the townhome buildings will not exceed 30' 2" in height. Said height excludes the final height of parapet walls, and roof mounted HVAC and plumbing vents which may exceed the stated height of 30'2". The commercial building may not exceed two stories in height and a maximum height of 45 feet.
- 2. Parking.** The project will include 207 parking stalls for the development. 154 stalls will be private garage parking in 77 townhome units. The development shall have 28 off street guest parking stalls. 25 of the 33 stalls provided along Central Avenue may be used to calculate parking for the commercial use on the site.
- 3. Common Open Space.** The project will consist of open space totaling 33.5 percent of the project site.
- 4. Amenities.** The open space will include the following residential amenities:
 - a. A picnic area at least 500 square feet with a pergola, seating and tables, a grill, and at least one trash can. Floor area for the picnic area can be comprised of any of the following materials: cement, gravel, wood or composite decking material, simulated grass, turf, ceramic tile, or rubberized sport court material. The pergola and features will match the design aesthetic of surrounding buildings in terms of materials and style. Some approved materials for the pergola shall be steel, aluminum, and wood. The shade shall be made out of outdoor fabric, standing metal seam, TPO, or 30-to-50-year architectural shingles.
 - b. A trail that connects to the Opus Green South trail system. This new trail will be about 1,500 linear feet from Central Ave to Main Street. See Exhibit "H" for layout and location.
 - c. The playground on Opus Green South shall be accessible and open to use by residents of the Opus Green North development.
- 5. Units.** The project will consist of seventy-seven (77) townhome units. Twenty-four (24) shall be two-bedroom units, fifty-three (53) shall be three-bedroom units. Three (3) of the three-bedroom units shall be constructed as live/work units facing Central Avenue.
- 6. Private Open Space.** Each unit shall have semi-private main floor courtyards. Two-bedroom units shall have a minimum of 104 sf of courtyard space. Three-bedroom units shall have a minimum of 136 sf of courtyard space. Courtyard space is defined as the total area including unit entrance sidewalks, planters, rock /mulch drainage area, and cement patio square footage.
- 7. Lighting.** The developer will install path lighting and interior lighting in accordance with Millcreek standards for outdoor lighting found in MKC 18.68. Developer will install five (5) streetlights along Central Avenue. The streetlights shall meet Millcreeks typical collector streetlight standard.

8. **Fencing.** The developer will install a precast wall along the western property line abutting the Trax rail line. The current wall along the southern property line will be removed and placed along the western property line. The wall will measure roughly 220 linear feet.
9. **Uses.** Uses will be limited to residential uses for the townhome units. Three (3) live/work units along Central Avenue will allow for residential and non-residential uses within each unit. A commercial building on the site will host a vet clinic at a parking ratio of 1 stall per 300 sf of floor space. Other commercial uses using this parking ratio or a ratio as low as 1 stall per 150 square feet of commercial space is allowable.
10. **Landscaping.** Landscaping will be provided as shown in the attached landscape plan, Exhibit "D". All landscaping will adhere to standards found in MKC 18.64 of the Millcreek zoning code.
11. **Materials.** The exterior materials to be used for the residential and live work units in the project will consist of the following material options.
 - a. Stucco,
 - b. Aluminum soffit,
 - c. Facil façade or like high quality exterior composite material,
 - d. James Hardy products, or like cementitious products,
 - e. Natural wood, or wood grain composite imitation product,
 - f. Aluminum façade products.
12. **Design Standards.** Arrangement of the materials and the windows will be as indicated on the attached renderings in Exhibit "E". Developer reserves the ability to alter some materials, window sizes, and the location of materials on the building depending on available materials and supplies. All buildings, regardless of alterations, must adhere to the design standards found in MKC 18.41.070(L).
13. **Easements.** Developer shall grant a storm drain and public access easement to Millcreek for the area located along the western edge of the property. The easement shall be described as follows:

Located in the Northeast 1/4 of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, located in Millcreek City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located along the Northerly line of Opus Green Phase 4, according to the official plat thereof recorded March 7, 2024 as Entry No. 14213250 in Book: 2024P Page: 055 in the Salt Lake County Recorder's Office, said point being S0°15'54"W 216.67 feet along the monument line of Main Street and S89°53'39"W 939.66 feet from the street monument found in the intersection of Main Street and Central Avenue, said point also being located S0°06'21"E 254.04 feet along the Section line and S89°53'39"W 907.79 feet from the Northeast Corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence along said Northerly line N89°14'06"W 15.22 feet to the Easterly right-of-way line of UTA Track Alignment filed as Survey No. S1997090651 in the Salt Lake County Surveyor's Office; thence along said Easterly line the following two (2) courses: (1) N09°02'48"W 52.81 feet; thence (2) thence along the arc of a curve to the left with a radius of 5,762.65 feet a distance of 182.66 feet through a central angle of 01°48'58" Chord: N09°57'17"W

182.65 feet to the Southerly right-of-way of Central Avenue; thence along said Southerly right-of-way S83°15'40"E 15.74 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 5,693.34 feet (radius bears: S79°10'18"W) a distance of 178.38 feet through a central angle of 01°47'42" Chord: S09°55'51"E 178.37 feet; thence S09°02'48"E 55.40 feet to the point of beginning.

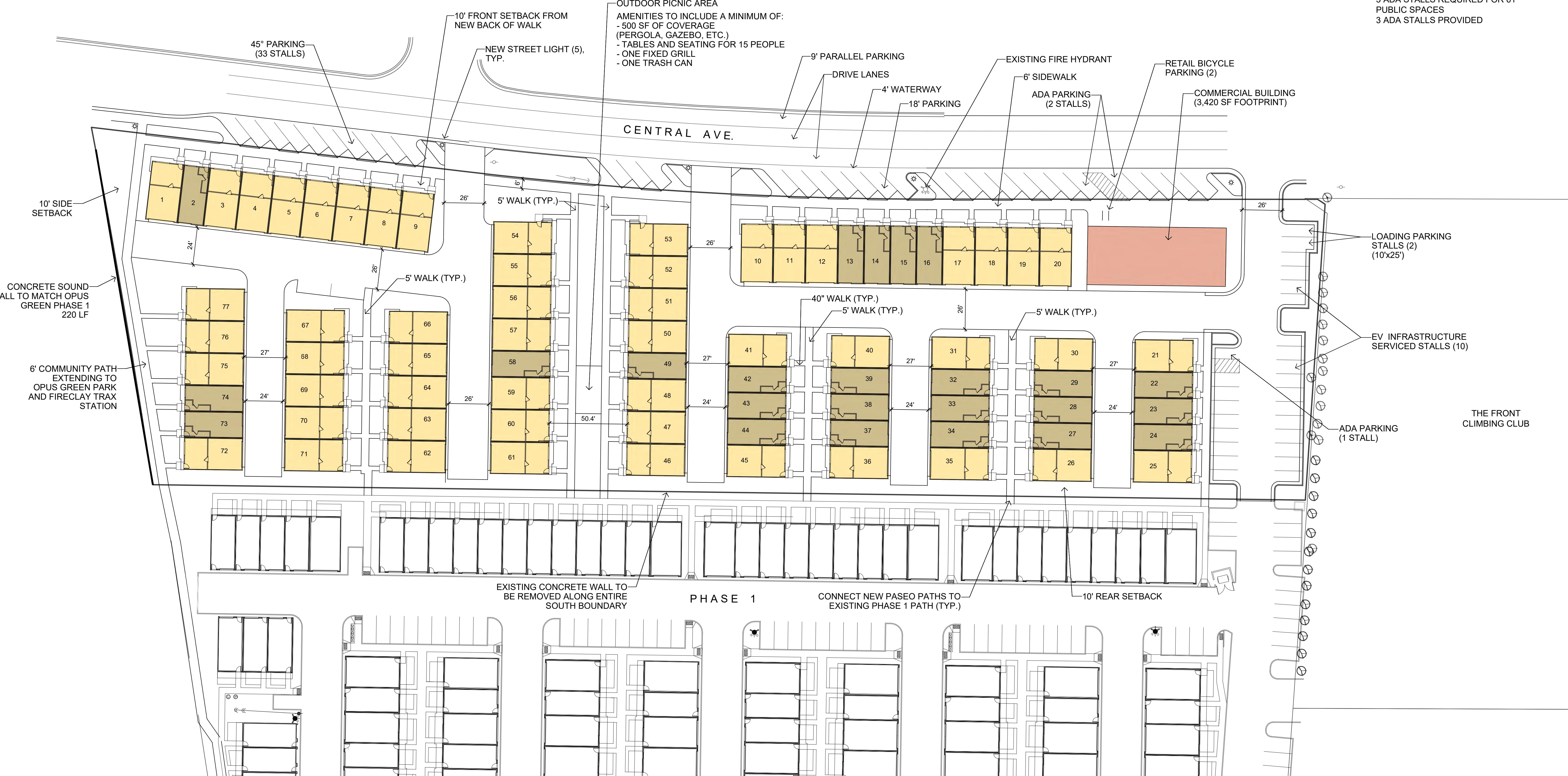
Developer reserves the right to install gates and restrict easement access during the hours of 10:00 PM to 7:00 AM to align with Millcreek hour of use policy found in MKC 13.04.040. The location of the easement can be found in Exhibit "H".

- 14. UTA Bus Route.** If the Utah Transit Authority (UTA) establishes a bus route along Central Avenue and determines that a bus stop is appropriate along the Project frontage along Central Avenue, Developer shall install a UTA approved bus shelter.
- 15. Pedestrian Rail Crossing Improvements.** Developer will work with the Utah Rail Association for the required pedestrian safety improvements for the crossing at 135 West Central Ave.
- 16. Trax Rail Crossing.** If the State of Utah Chief Rail Engineer determines a need for improvements to the Trax Line Crossing at approximately 135 West Central Avenue as illustrated in Exhibit "G", the Developer shall be financially responsible to pay its proportionate share of the cost to install the required improvements. Proportionate share shall be determined by trips generated from the Project as a percentage of overall trips as determined by a trip generation study performed by a professional traffic engineer. The trip generation study shall be paid for by the Developer but managed by the City. If the Developer disagrees with the conclusions of the trip generation study, the Developer may request a second trip generation study to be commissioned by the City. The second study shall be paid for by the Developer but managed by the City.
- 17. For Sale-For Rent Requirement.** The developer shall make best efforts to sell 50% of the total units, no later than eleven (11) years from the date that the first building permit is issued to begin vertical construction. Developer shall have the right to utilize the remaining fifty percent (50%) of the Residential Units (i.e., those units that are not For Sale Residential Units) as rental units (the "For Lease Residential Units"), or can sell such Residential Units as For Sale Residential Units, at Developer's sole discretion.
- 18. Central Ave Right of Way.** Developer will construct the improvements associated with the right of way for the entire frontage of the project along Central Avenue from the centerline of the right of way to the back of sidewalk. Improvements shall be built as shown in Exhibit "F". Once improvements have been completed, Developer will dedicate the right-of-way area to Millcreek defined as the south side of the sidewalk which will be 10 feet from the façade of the buildings.
- 19. Approved Drive Aisle Right of Way.** Internal drive aisles accessing the garages on site will be constructed to a width no narrower than 27 feet from building to building. Drive aisles shall meet standards found in Title 14 of the Millcreek municipal code.

Exhibit C
Site Plan



0 15 30 60 90
SCALE: 1" = 30'



Opus Green North

Site Plan

June 13, 2025

Exhibit D
Landscape Plan

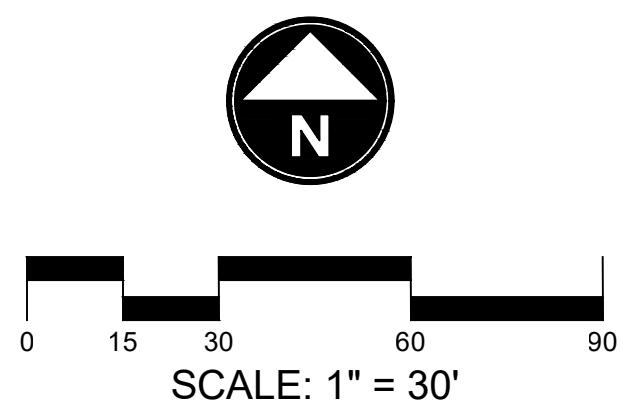
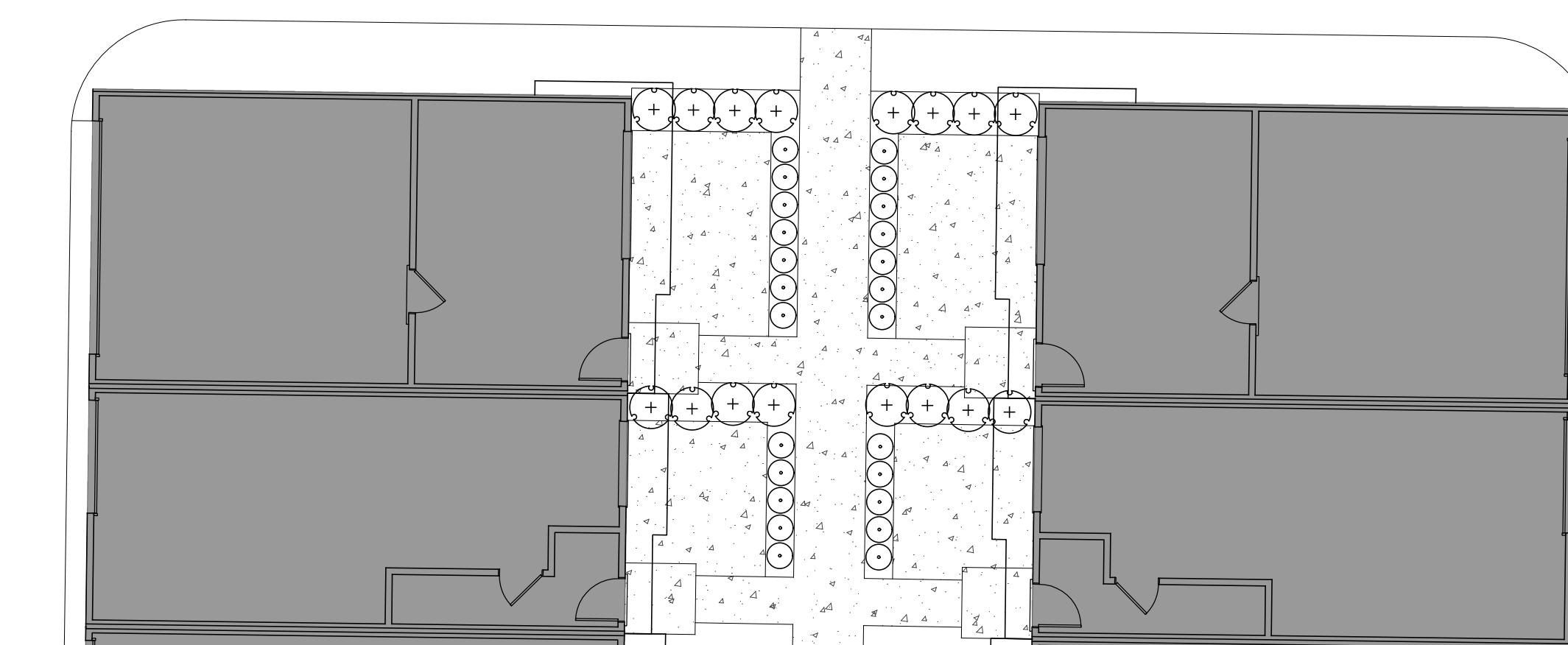


PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME
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DECIDUOUS TREES

	Acer negundo 'Sensation'	Sensation Maple
	Acer platanoides 'Columnare'	Columnar Norway Maple
	Malus x 'Spring Snow'	Spring Snow Crabapple
	Tilia cordata 'Greenspire'	Greenspire Linden



Opus Green North

Landscape Plan

June 13, 2025

Exhibit E
Building Renderings



OPUS NORTH

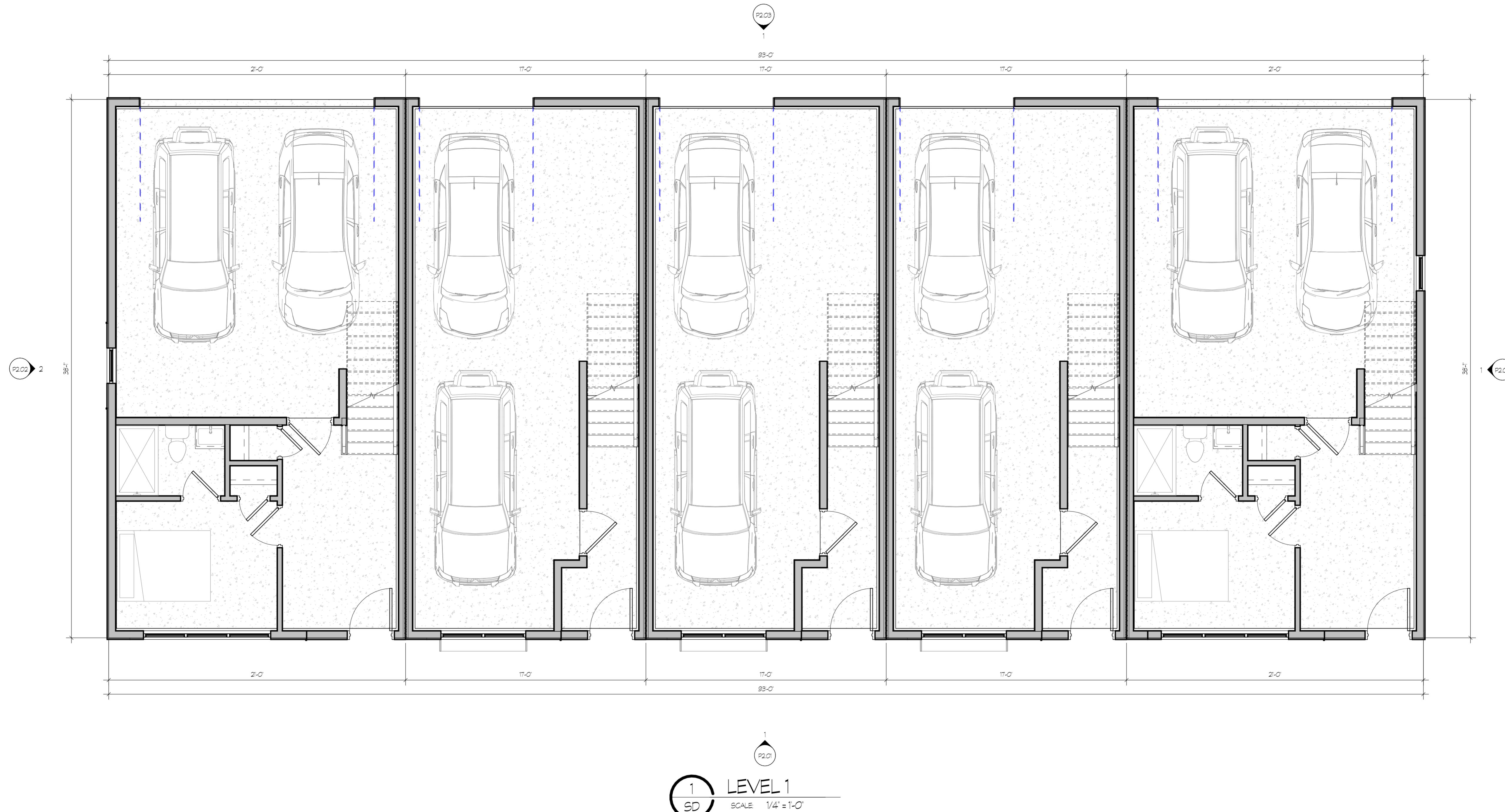
4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE INTELLECTUAL PROPERTY OF ARCHITECTURE BELGIQUE, INC., AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING, BUT NOT LIMITED TO, COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE BELGIQUE, INC.

Cover

APRIL-14-2025

Architecture
Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



OPUS NORTH

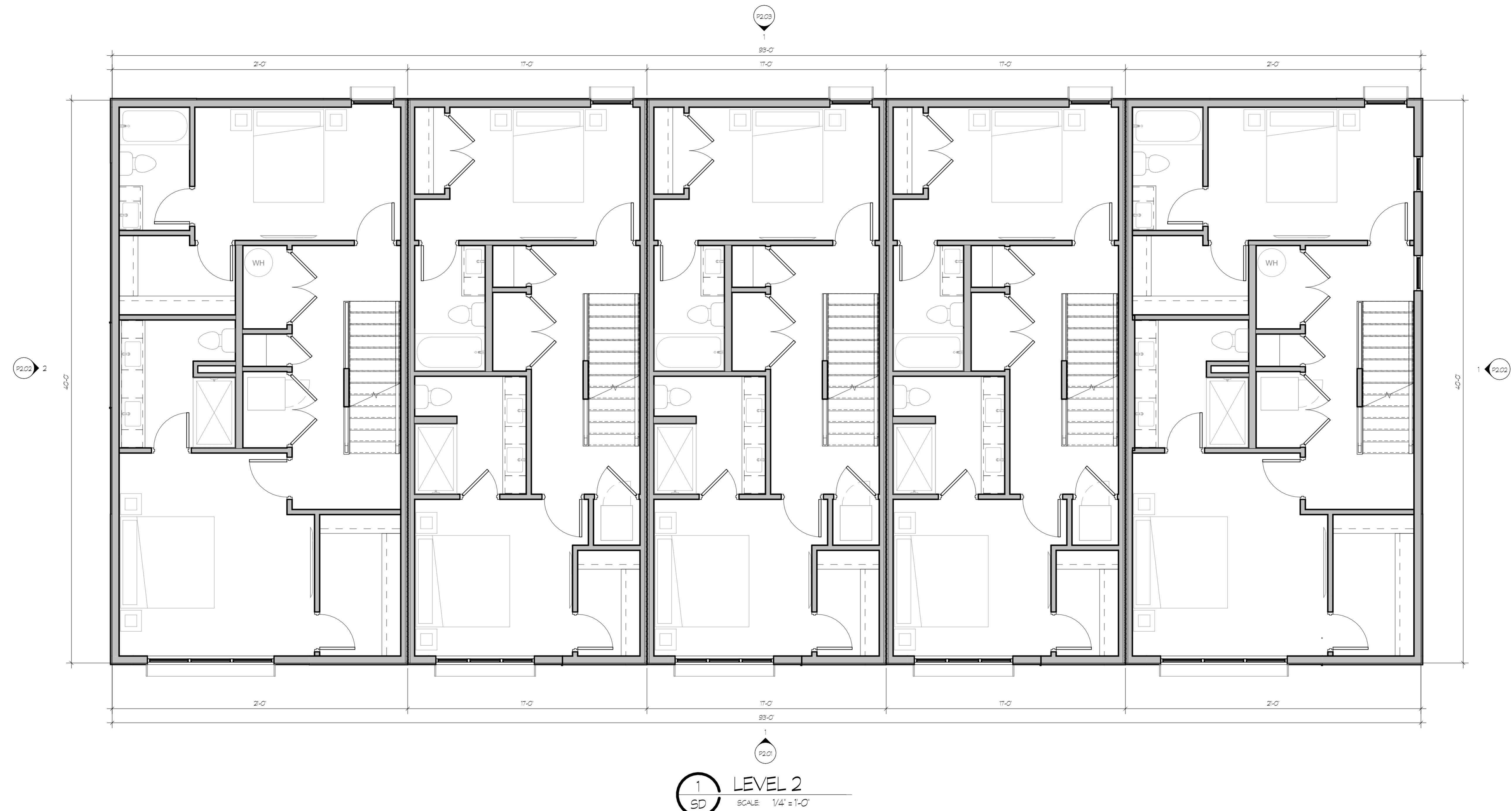
4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

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5PLEX BUILDING - LEVEL 1

APRIL-14-2025

Architecture
Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



OPUS NORTH

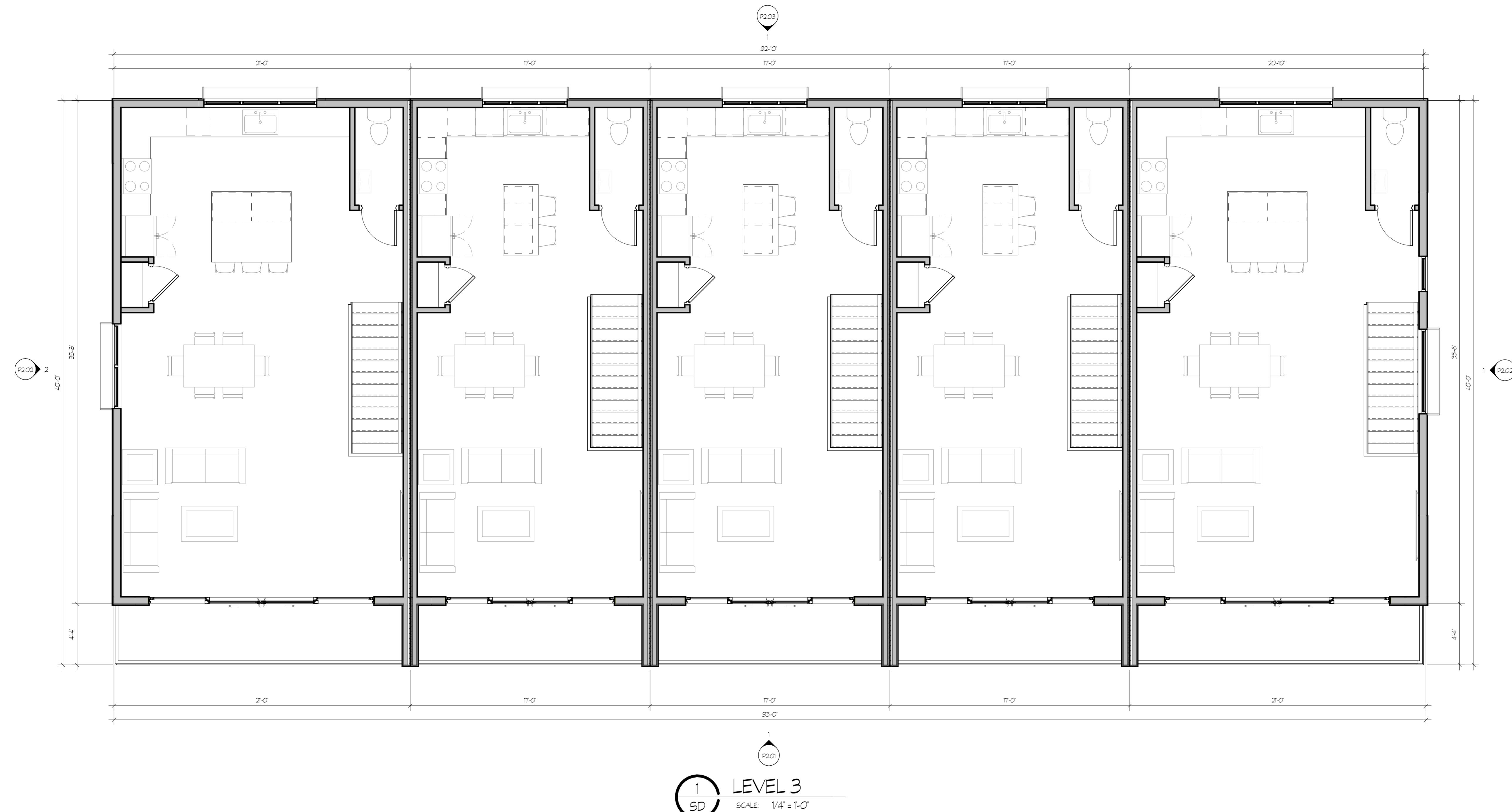
4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

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5PLEX BUILDING - LEVEL 2

APRIL-14-2025

Architecture
Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

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5 PLEX BUILDING - LEVEL 3

APRIL 14, 2025





1 5 PLEX - FRONT ELEVATION
SD SCALE 1/4" = 1'-0"

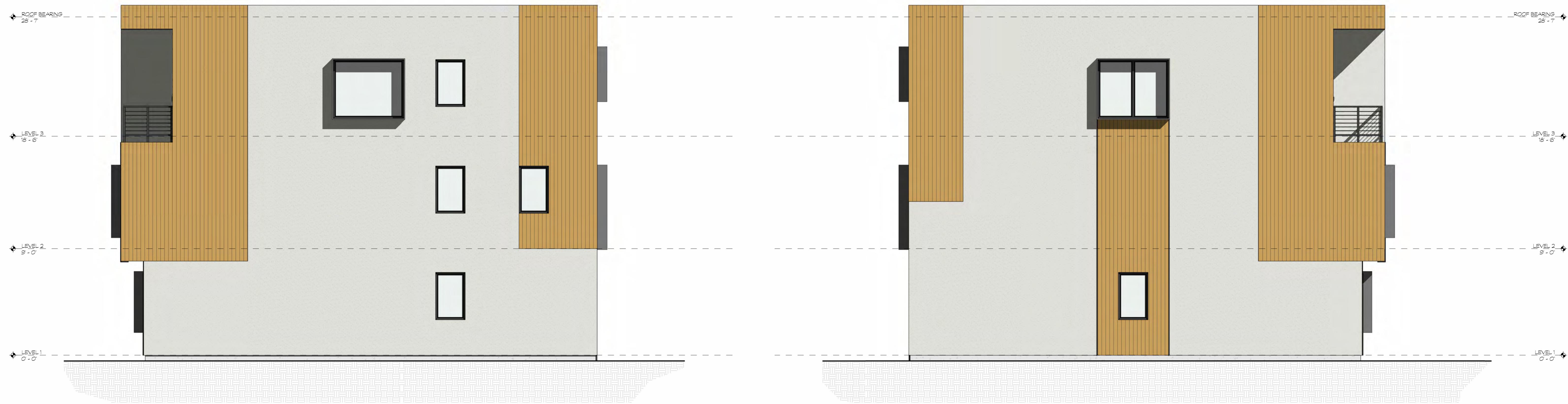
OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

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5 PLEX BUILDING - ELEVATIONS
APRIL 14, 2025

Architecture
Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

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5PLEX BUILDING - ELEVATIONS

APRIL-14-2025

Architecture
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7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



1
SD
5 PLEX - REAR ELEVATION
SCALE 1/4" = 1'-0"

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5 PLEX BUILDING - ELEVATIONS
APRIL 14, 2025

Architecture
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7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



1
SD
SCALE
PRESENTATION LEFT 3D VIEW



2
SD
SCALE
PRESENTATION RIGHT 3D VIEW

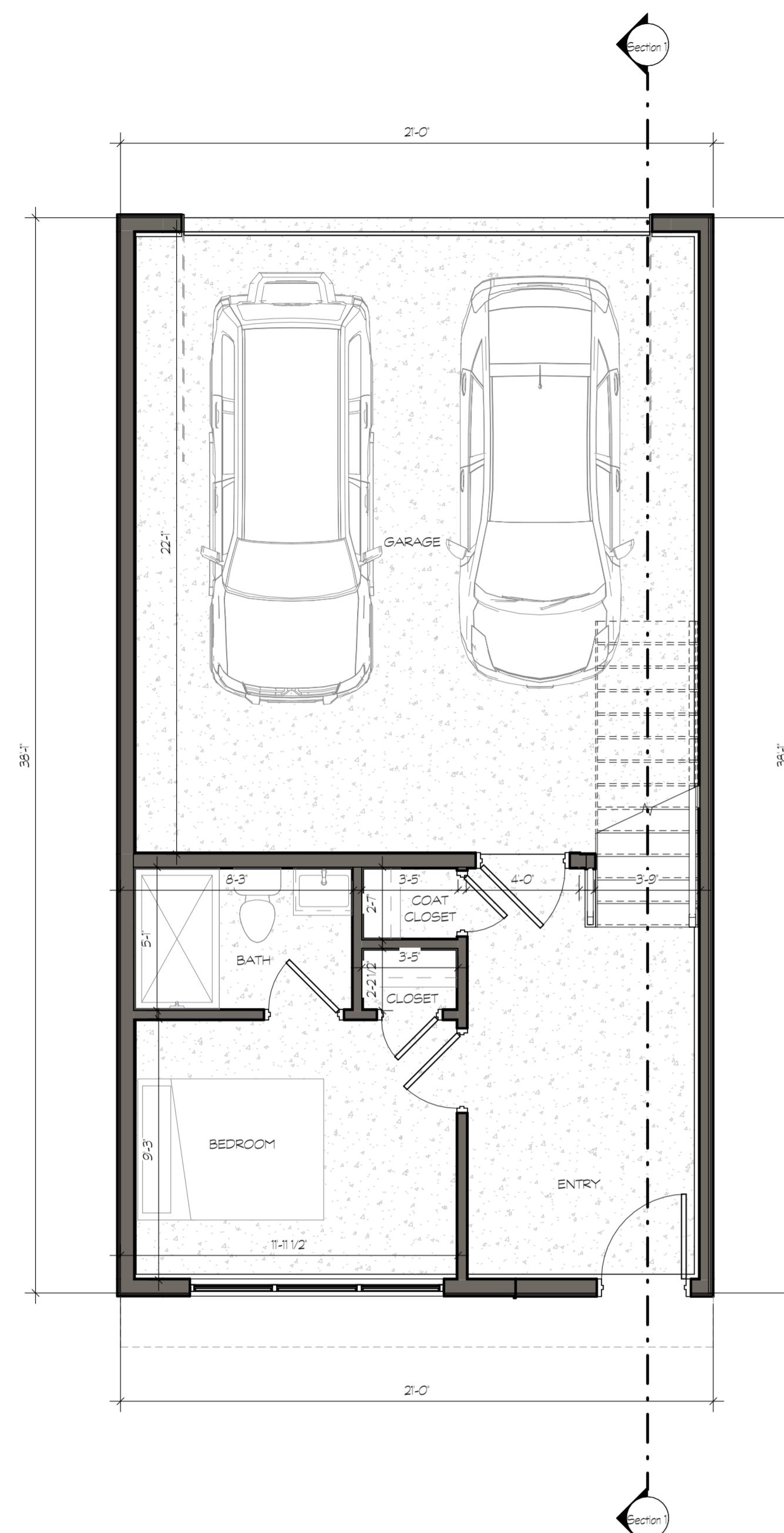
OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

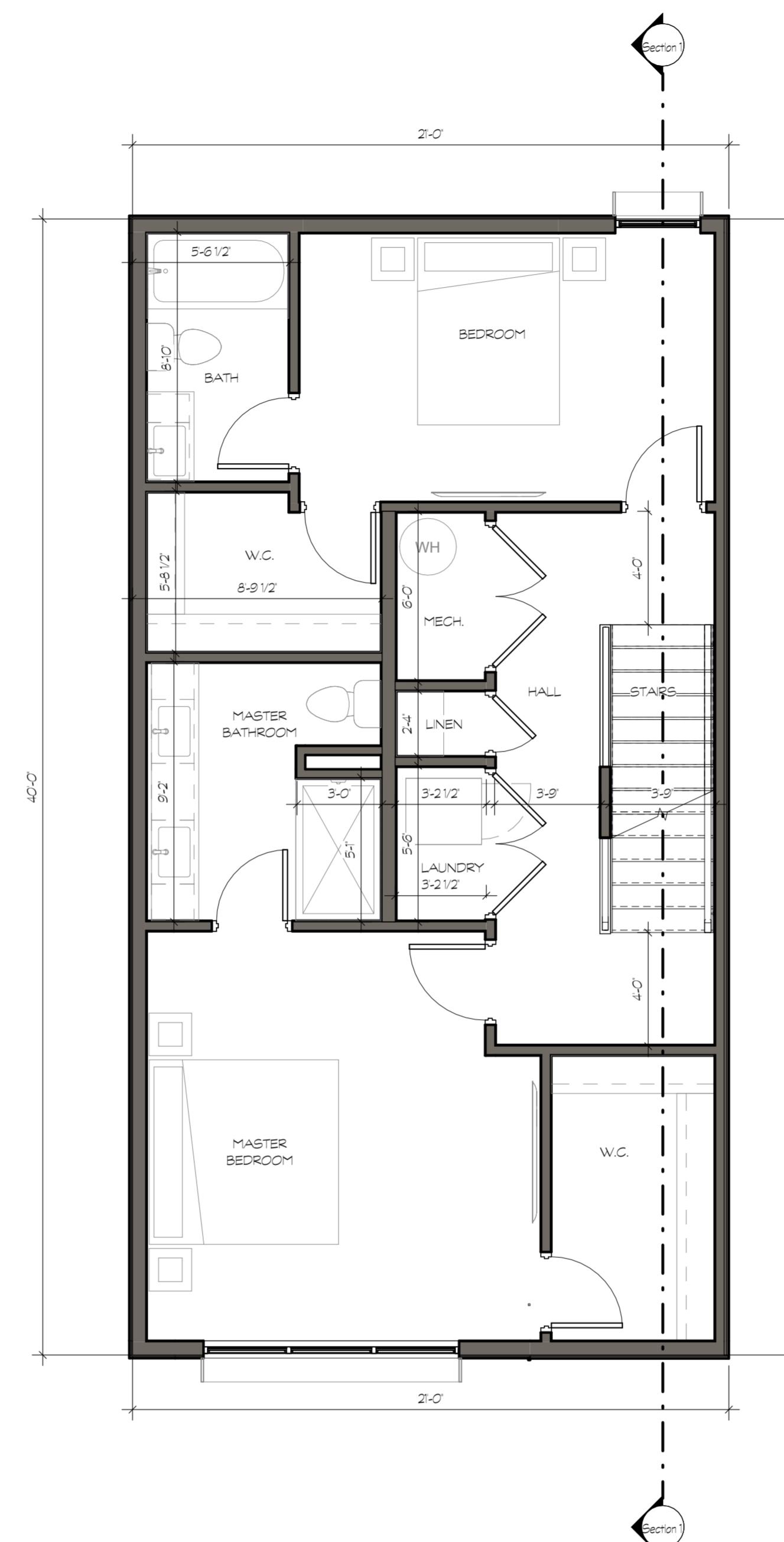
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5 PLEX BUILDING - 3D VIEWS
APRIL-14-2025

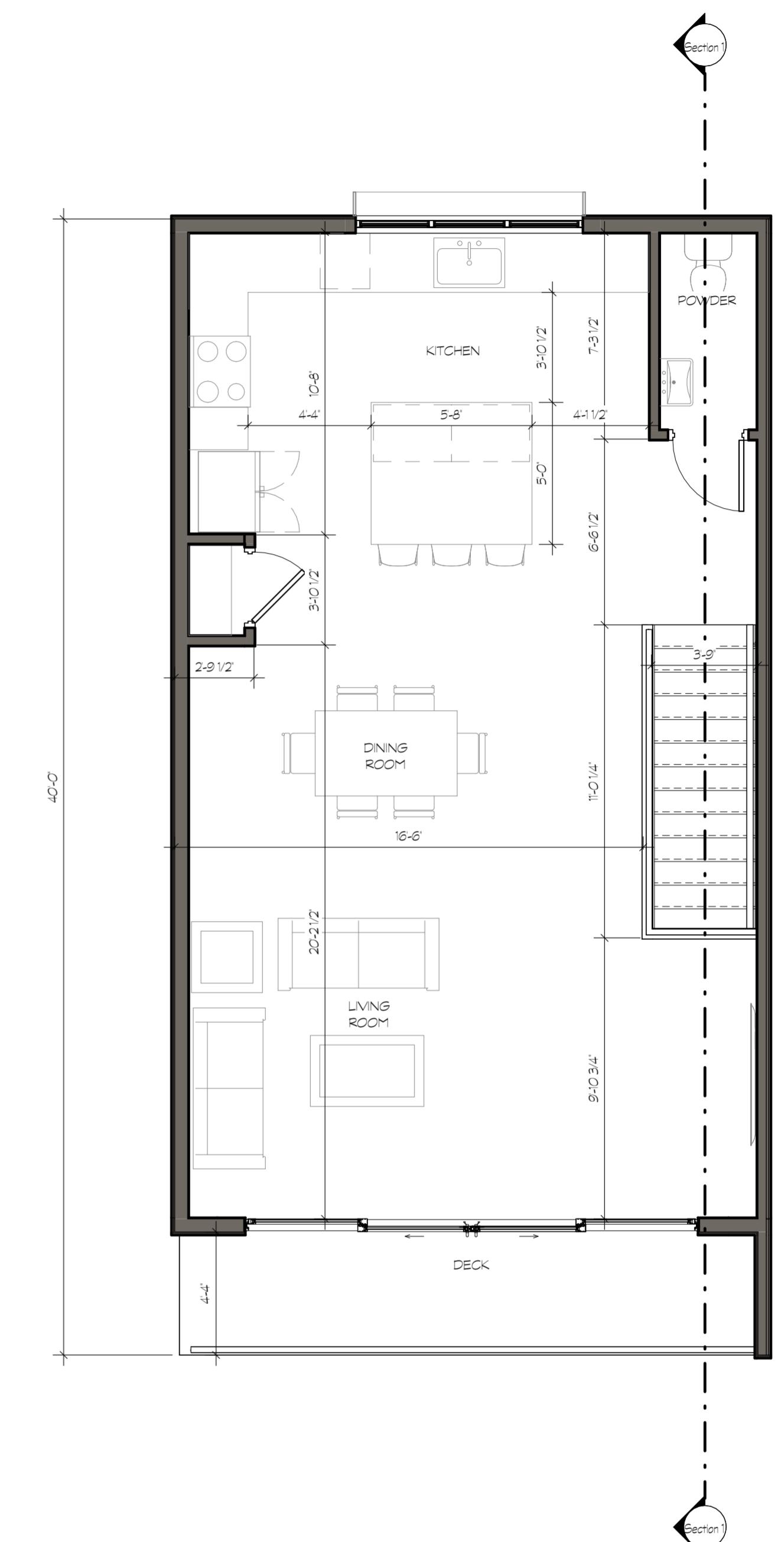
Architecture
Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
801-561-1333



1
SD
3 BED UNIT - LEVEL 1 - FLOOR PLAN
SCALE 1/4"=1'-0"



2
SD
3 BED UNIT - LEVEL 2 - FLOOR PLAN
SCALE 1/4"=1'-0"

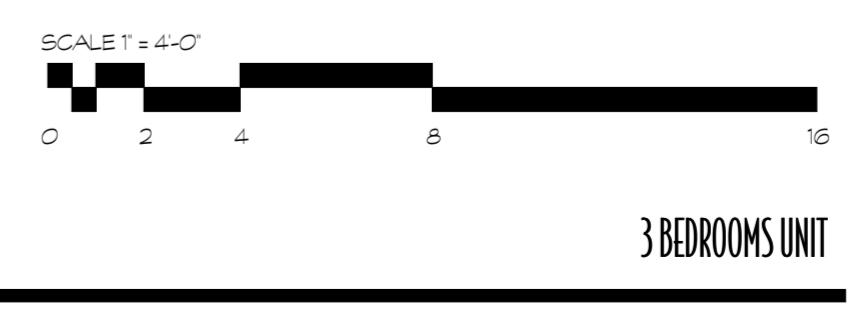


3
SD
3 BED UNIT - LEVEL 3 - FLOOR PLAN
SCALE 1/4"=1'-0"

OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

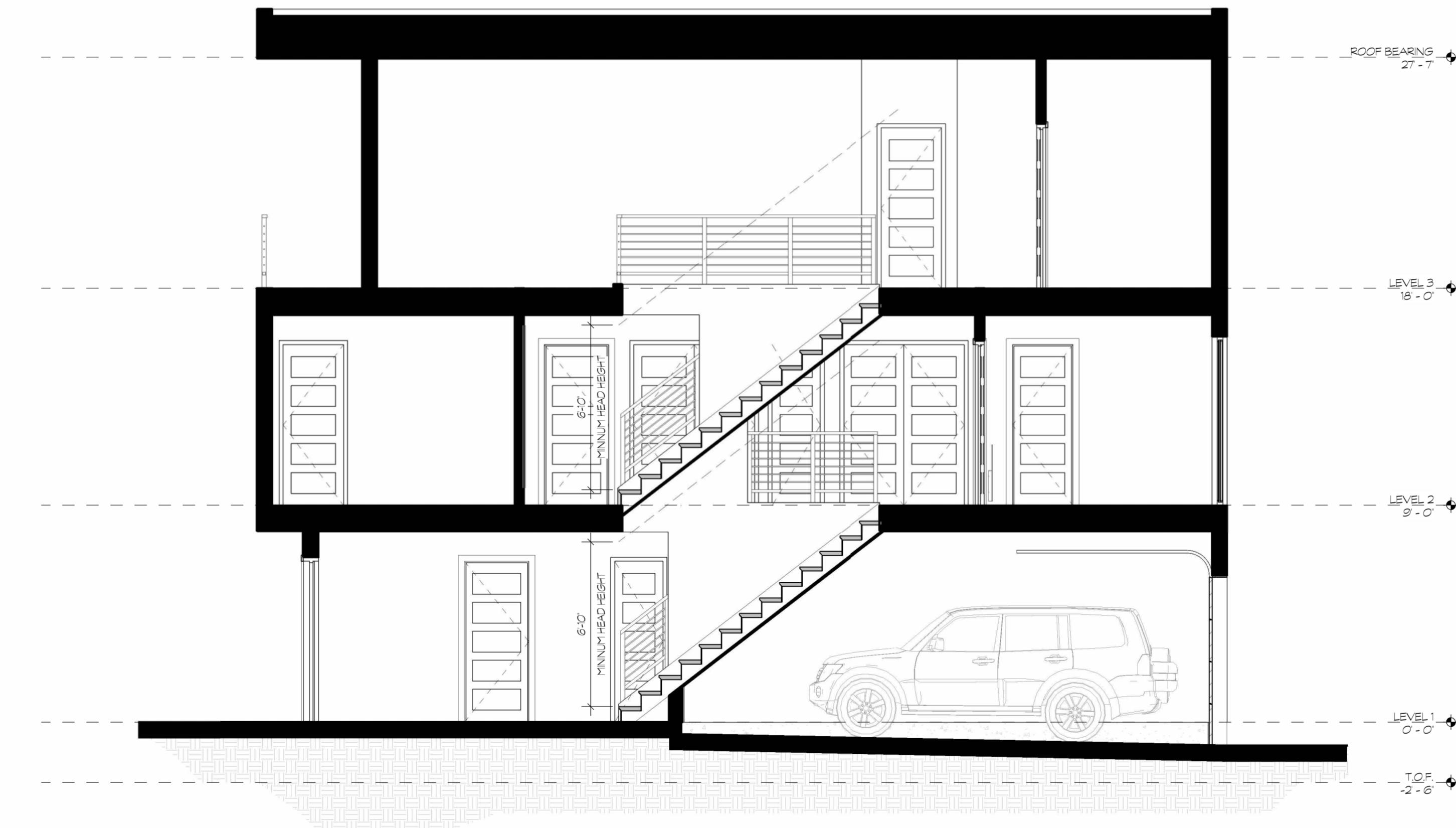
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3 BEDROOMS UNIT

APRIL-14-2025

Architecture
Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
801-561-1333

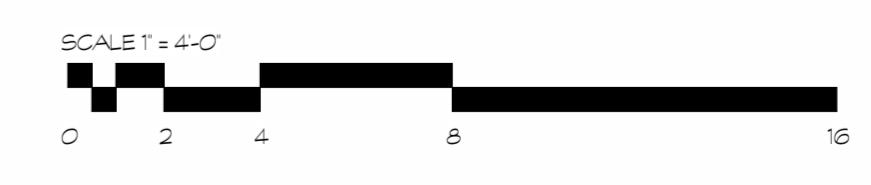


1
PI.09 3 BED UNIT - SECTION 1
SCALE: 1/4" = 1-0"

OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

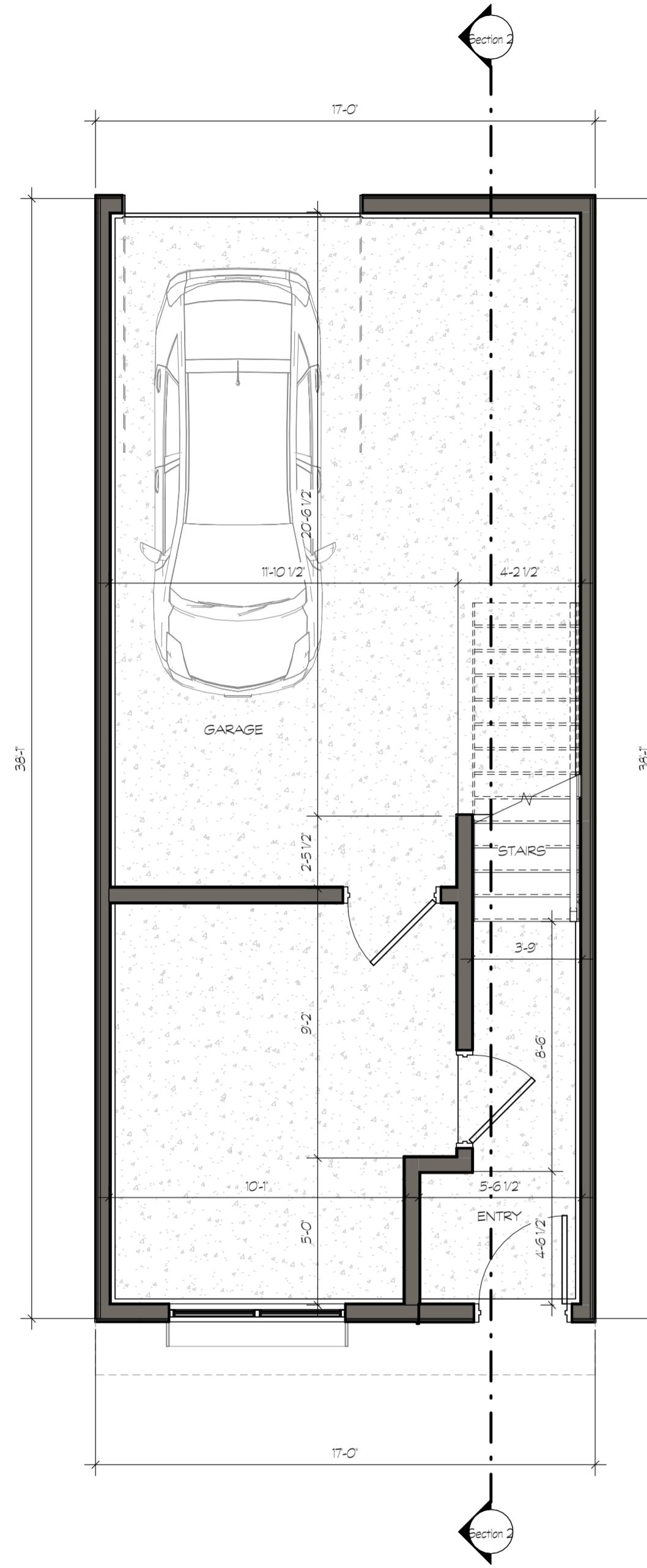
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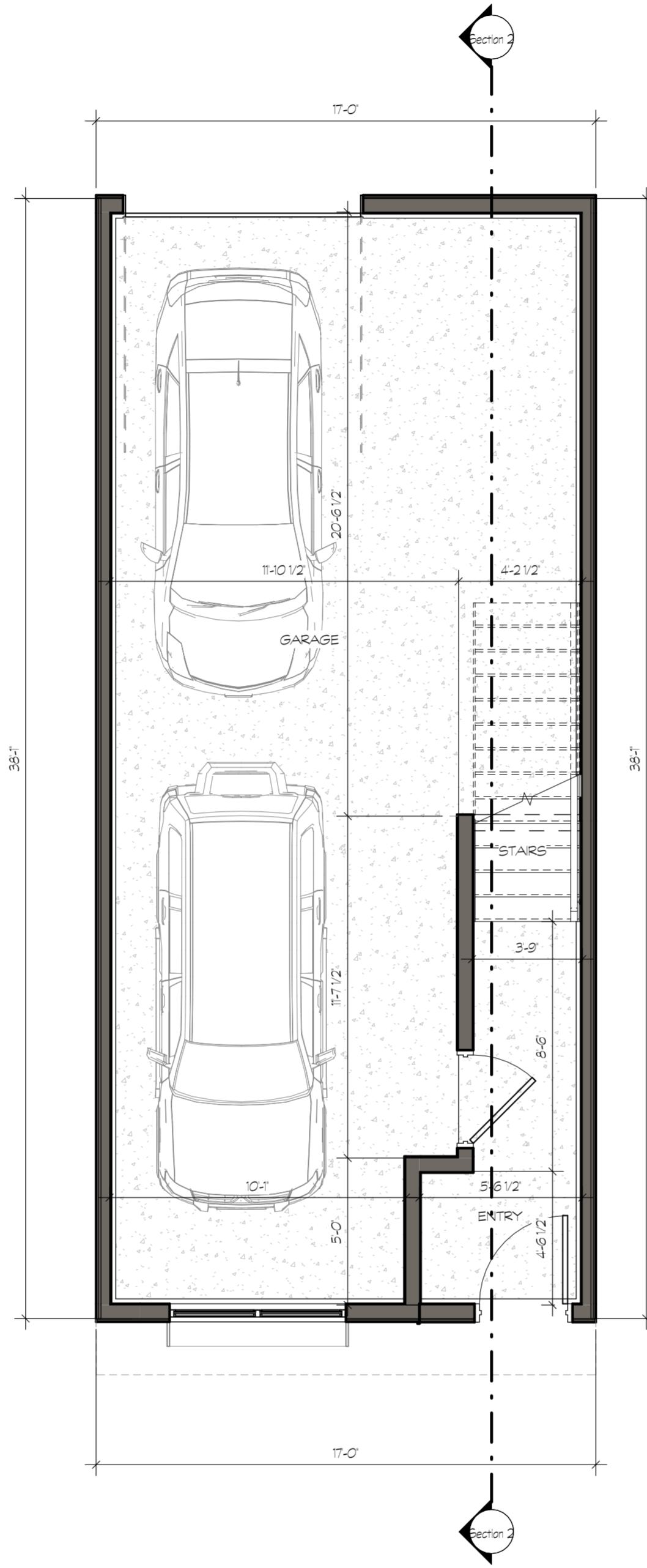
STAIRS SECTIONS

APRIL-14-2025

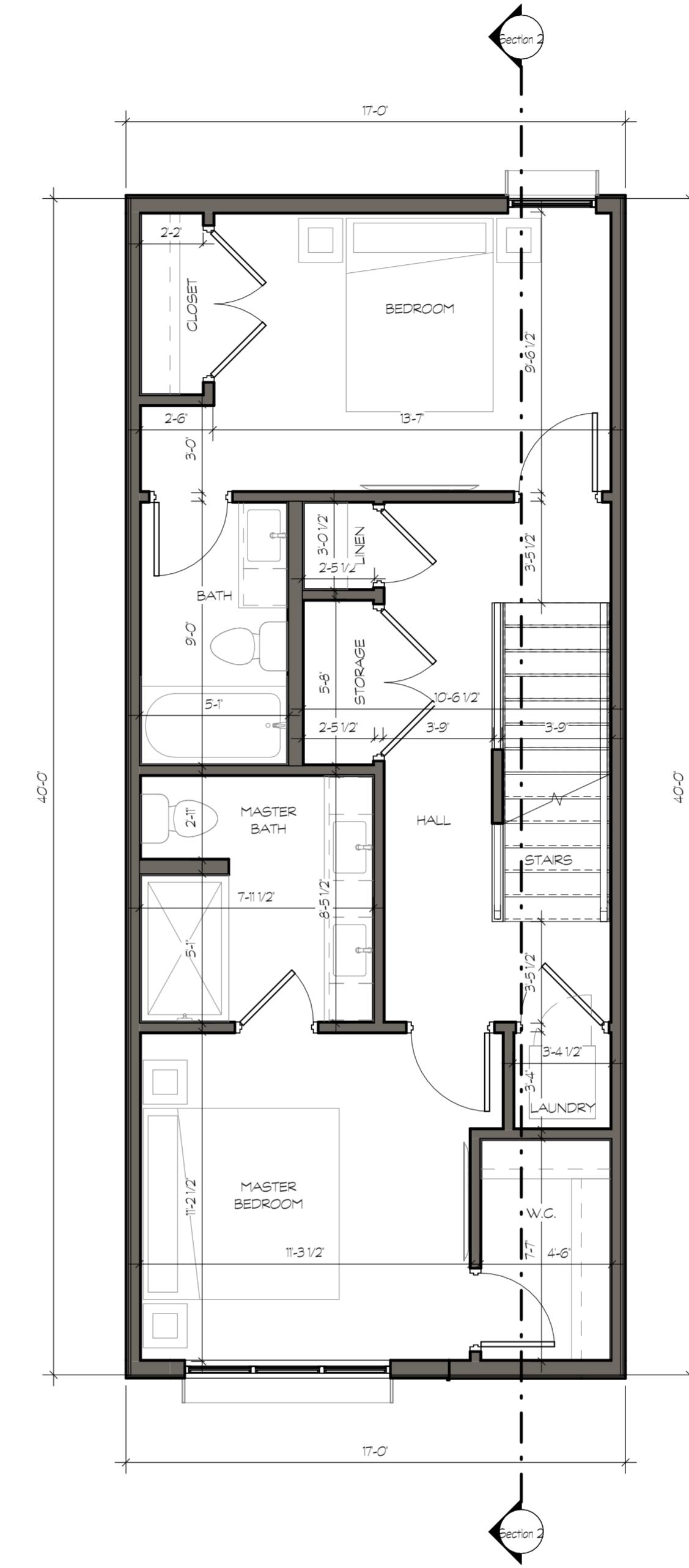
Architecture
Belgique, Inc.
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801-561-1333



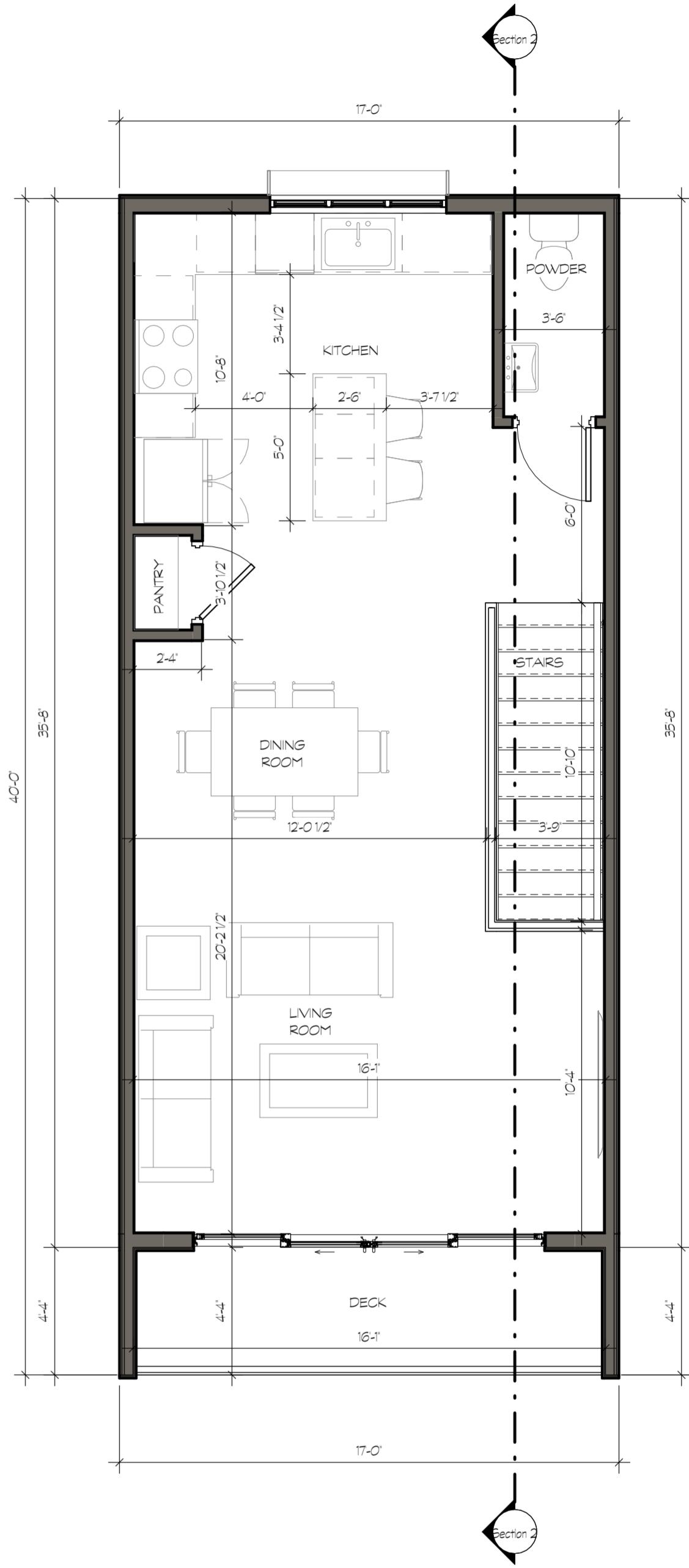
4
SD 2 BED BONUS UNIT - LEVEL 1 - FLOOR PLAN
SCALE 1/4"=1'-0"



1
SD 2 BED UNIT - LEVEL 1 - FLOOR PLAN
SCALE 1/4"=1'-0"



2
SD 2 BED UNIT - LEVEL 2 - FLOOR PLAN
SCALE 1/4"=1'-0"

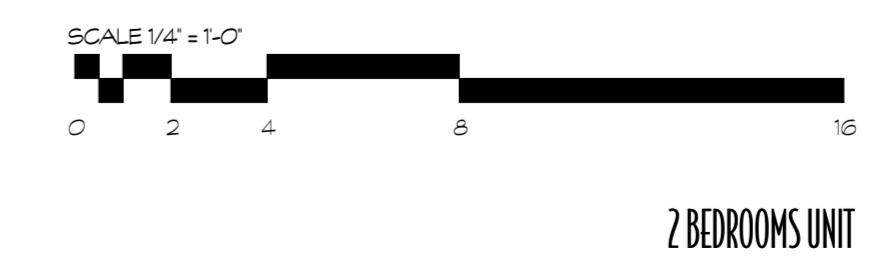


3
SD 2 BED UNIT - LEVEL 3 - FLOOR PLAN
SCALE 1/4"=1'-0"

OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84047

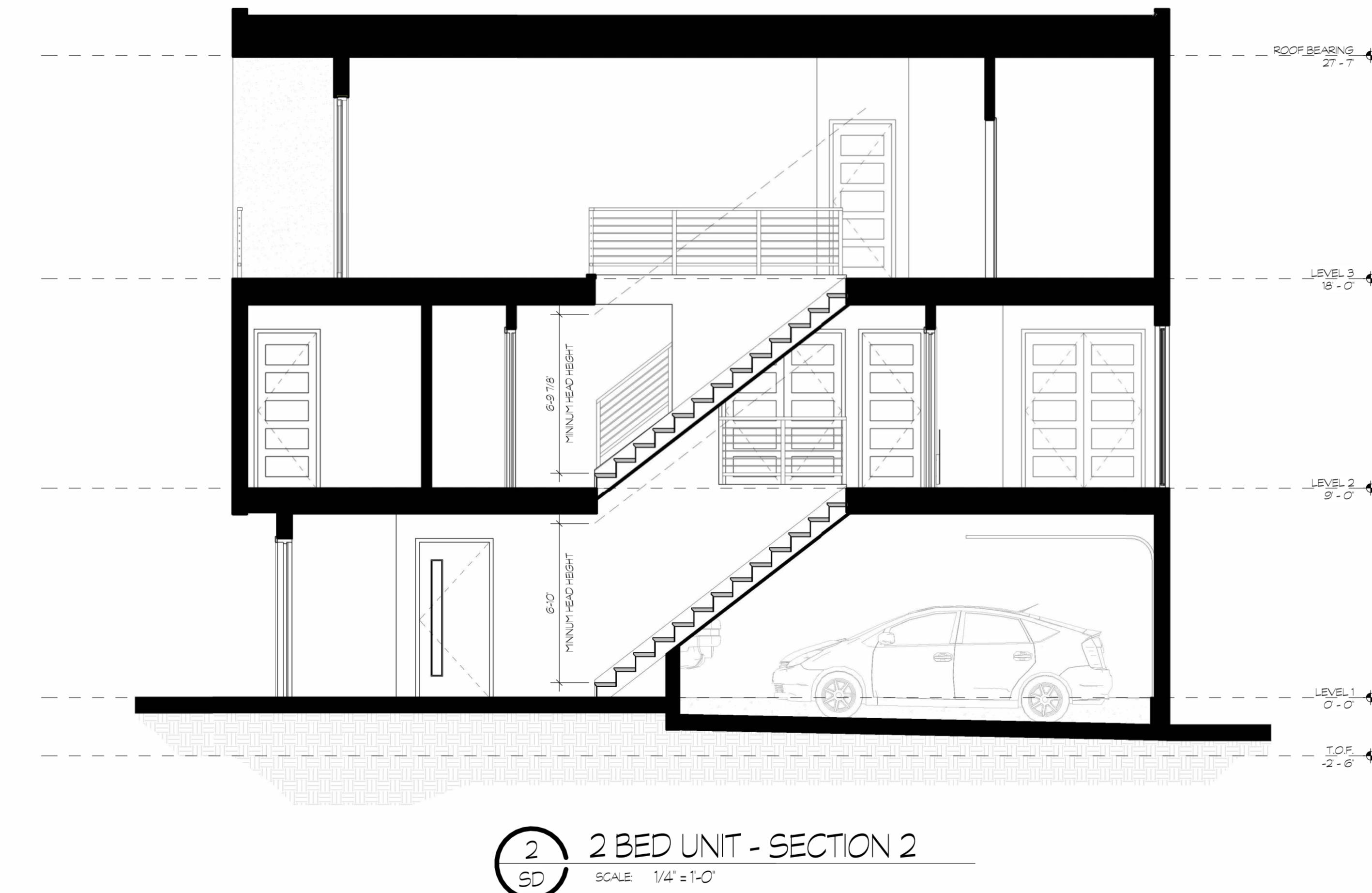
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2 BEDROOMS UNIT

APRIL-14-2025

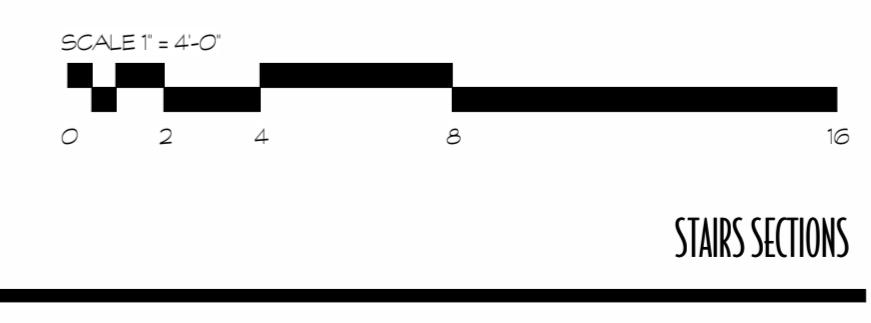
Architecture
Belgique, Inc.
7583 S. Main St. #100 Midvale, UT 84047
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OPUS NORTH

4186 S MAIN ST, MILLCREEK, SALT LAKE CITY, UT 84107

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APRIL-14-2025

Architecture
Belgique, Inc.
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801-561-1333







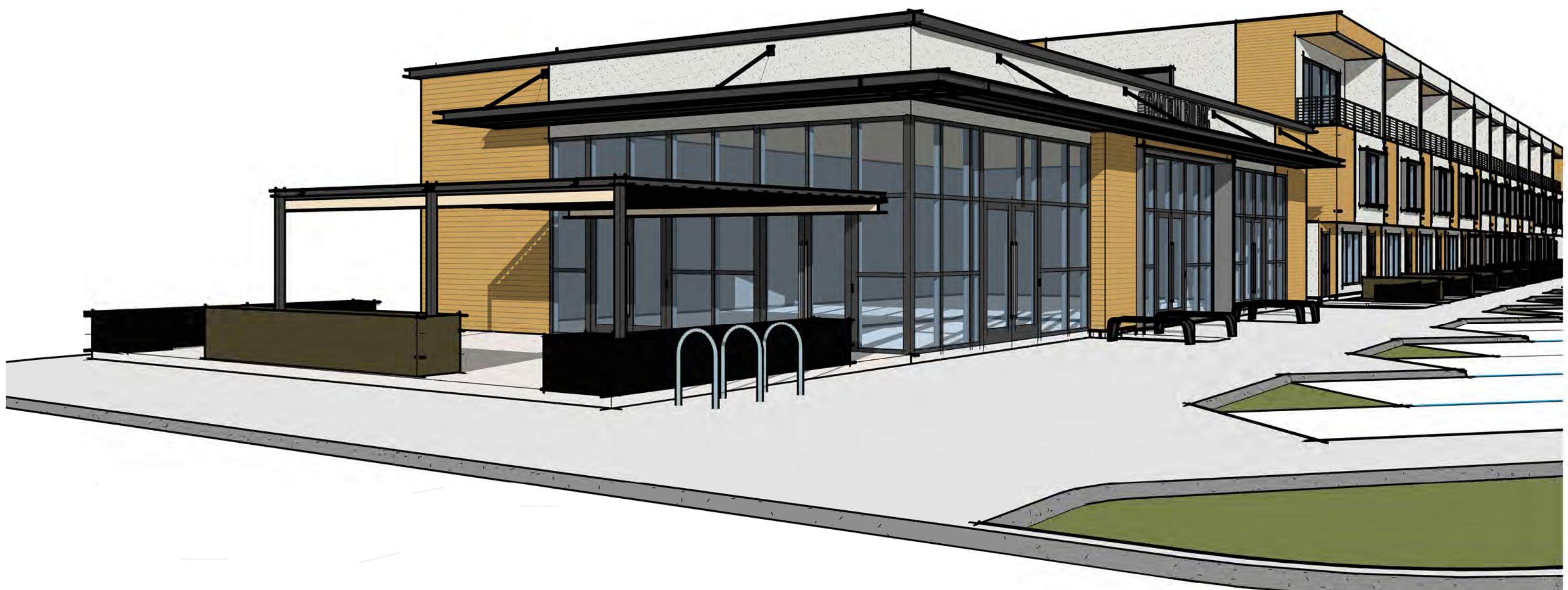
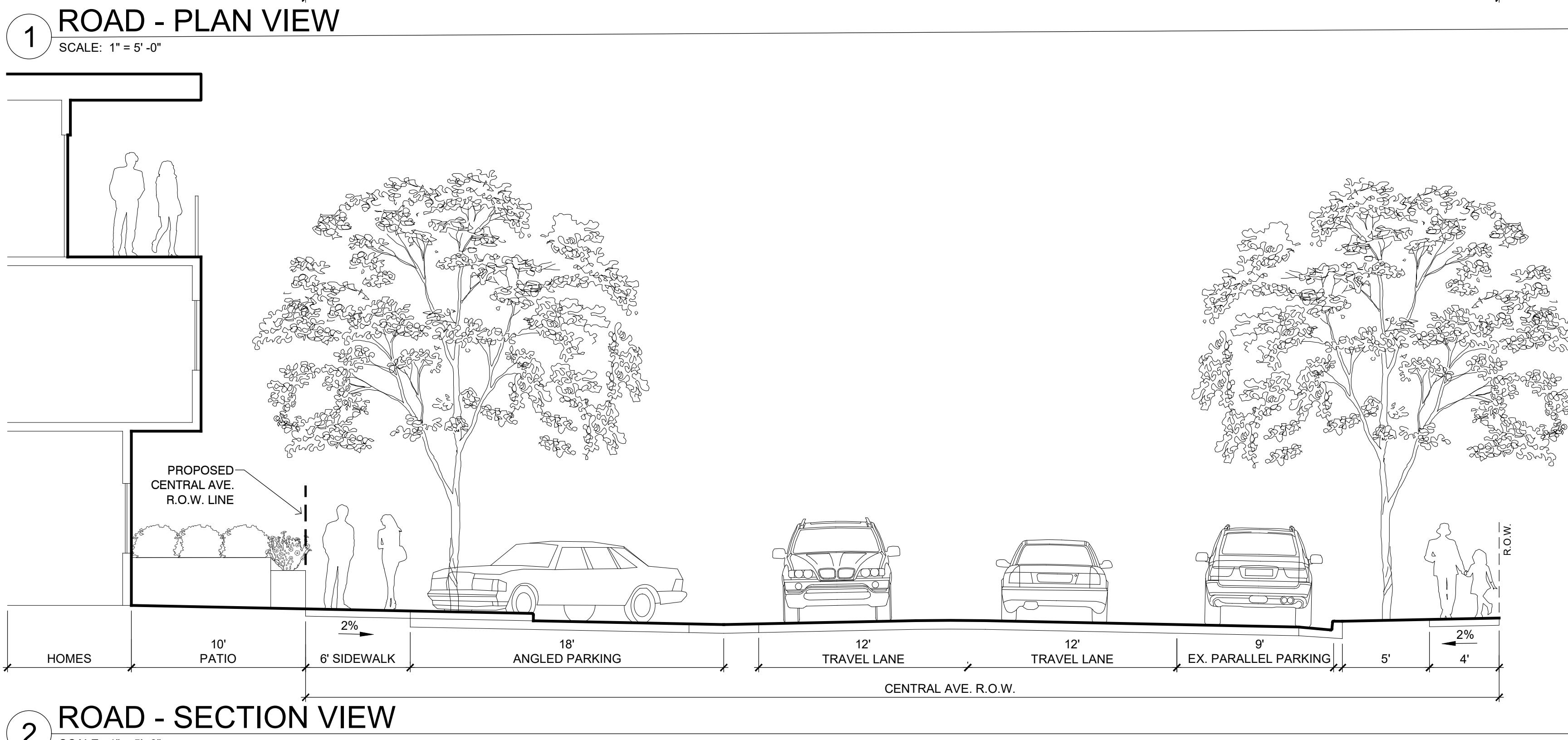
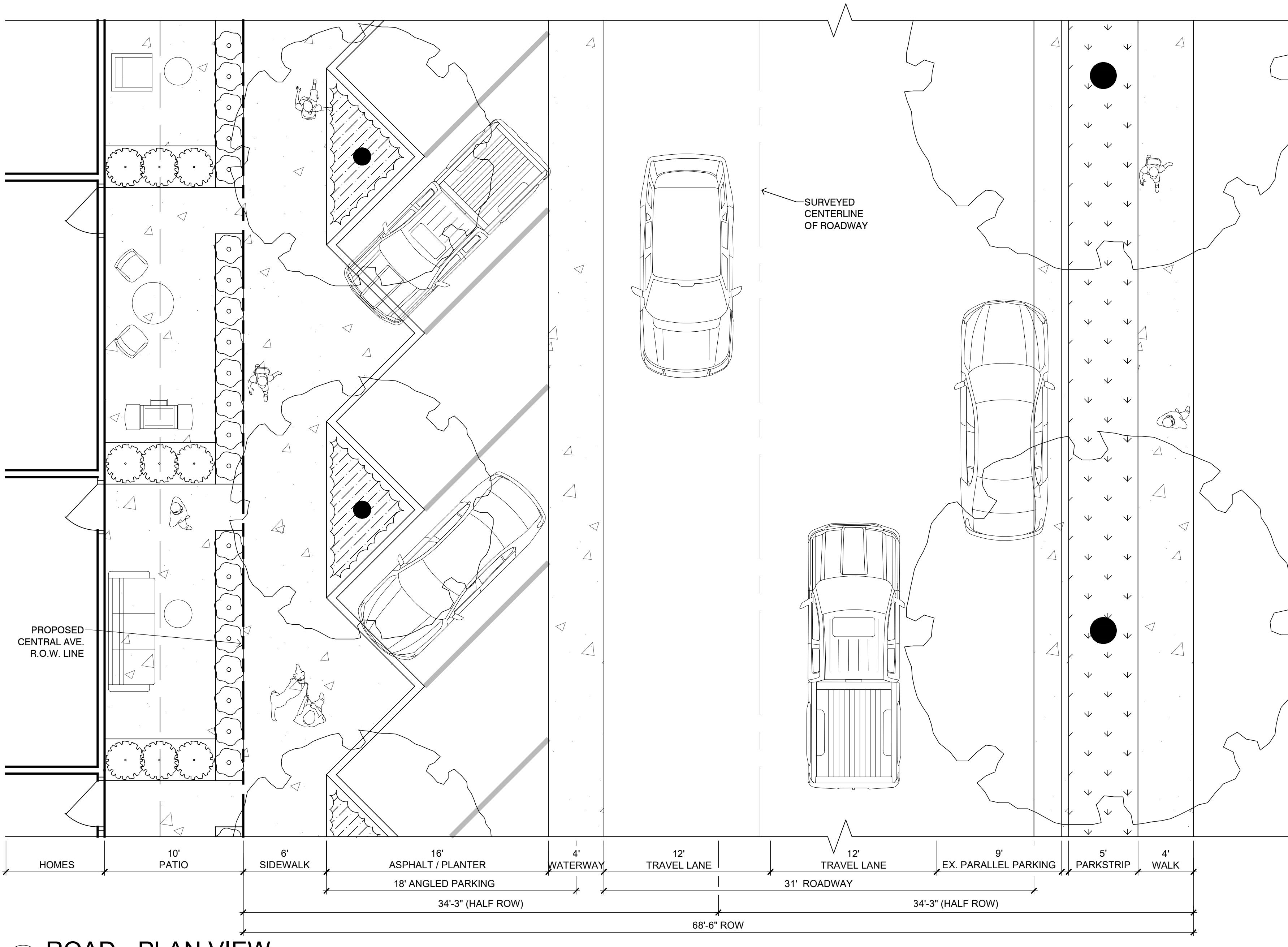


Exhibit F
Central Ave Cross Section



0 2.5 5 10 15
SCALE: 1" = 5'



Opus Green North

Road Detail
June 13, 2025

Exhibit G
Trax Crossing Location



Trax Crossing at
135 W Central
Ave

Opus North Development

Opus South Development

N

Exhibit H
Proposed Public Trail Easement



FOUND NORTHEAST CORNER SECTION 1
T2S, R1W, SL B&M
2.5 INCH FLAT BRASS

S41°47'03"E
50.04

CENTRAL AVENUE
(PUBLIC ROAD)

S83°15'40"E
15.74'

R=5762.65'
 Δ =1°48'58"
L=182.66'
CH=N9°57'17"W 182.65'

R=5693.34'
 Δ =1°47'42"
L=178.38'
CH=S9°55'51"E 178.37'

21-01-228-012
81 CENTRAL, LLC

SECTION LINE: S0°06'21"E MEASURED: 2650.27'
(ARP: 2648.78")

BASIS OF BEARING (MONUMENT LINE):
MEASURED: S0°15'54"W 1518.13'
(ARP: 1518.13")

21-01-226-006
GRBRT; JKBRT

UTA TRACK ALIGNMENT RECORD SURVEY
SURVEY NO S1997090651
SALT LAKE COUNTY SURVEYOR'S OFFICE

AREA CONTAINS
3,519 SQUARE FEET +/-

N9°02'48"W
52.81'

S89°53'39"W 907.79' (SECTION LINE TIE)

POINT OF
BEGINNING

S89°53'39"W 939.66' (STREET MONUMENT TIE)

415	414	413	412	411
-----	-----	-----	-----	-----

OPUS GREEN PHASE 4
SUBDIVISION
ENTRY NO: 14213250
BOOK: 2024P PAGE: 055

FOUND EAST QUARTER SECTION 1
T2S, R1W, SL B&M
2.5 INCH FLAT BRASS

36
31
1
6
1
6

Date Created:
7-29-2025
Scale:
NTS
Drawn:
EE
Job:
19-0060
Sheet:

1 OF 1

**LEGAL DESCRIPTION
PREPARED FOR
OPUS GREEN
MILLCREEK CITY, UTAH**

7-29-2025

19-0060

EE

81 CENTRAL, LLC STORM DRAIN & ACCESS EASEMENT

Located in the Northeast 1/4 of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, located in Millcreek City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located along the Northerly line of Opus Green Phase 4, according to the official plat thereof recorded March 7, 2024 as Entry No. 14213250 in Book: 2024P Page: 055 in the Salt Lake County Recorder's Office, said point being S0°15'54"W 216.67 feet along the monument line of Main Street and S89°53'39"W 939.66 feet from the street monument found in the intersection of Main Street and Central Avenue, said point also being located S0°06'21"E 254.04 feet along the Section line and S89°53'39"W 907.79 feet from the Northeast Corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence along said Northerly line N89°14'06"W 15.22 feet to the Easterly right-of-way line of UTA Track Alignment filed as Survey No. S1997090651 in the Salt Lake County Surveyor's Office; thence along said Easterly line the following two (2) courses: (1) N09°02'48"W 52.81 feet; thence (2) thence along the arc of a curve to the left with a radius of 5,762.65 feet a distance of 182.66 feet through a central angle of 01°48'58" Chord: N09°57'17"W 182.65 feet to the Southerly right-of-way of Central Avenue; thence along said Southerly right-of-way S83°15'40"E 15.74 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 5,693.34 feet (radius bears: S79°10'18"W) a distance of 178.38 feet through a central angle of 01°47'42" Chord: S09°55'51"E 178.37 feet; thence S09°02'48"E 55.40 feet to the point of beginning.

Contains 3,519 Square Feet +/-



Exhibit G

Development Agreement Amendment for Phase 1 (Opus Green South)

WHEN RECORDED RETURN TO:

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

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT**

This Second Amendment to Development Agreement (“**First Amended Agreement**”) is made and entered into as of this _____ day of September 2025, (“**Effective Date**”), by and between **Millcreek OG, LLC**, a Utah limited liability company (the “**Developer**”), and **Millcreek**, a Utah municipality (the “**City**”).

RECITALS:

A. On or about April 14, 2021, City and Owner/Developer executed a Development Agreement (“Original DA”) for a real property development located at or near located at or near 4186 South Main Street, Millcreek City, Salt Lake County, Utah, as more particularly described in exhibit “A” (the “**Property**”).

B. On or about May 28, 2024, City and Owner/Developer executed a First Amended Agreement for a real property development located at the Property.

C. Paragraph 17 of the DA provides in part that the MDA may be amended by a subsequent written amendment signed by all Parties be modified by a written amendment agreed to and approved by the parties.

D. Owner/Developer and the City desire to amend the MDA as provide herein.

E. Developer hereby represents to the City that it is voluntarily entering into this First Amended Agreement.

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner/ Developer hereby amend the First Amended Agreement as follows:

1. Paragraph 2 (b) is deleted in its entirety and following is inserted in lieu thereof:

Park Plaza Component. In lieu of the commercial component of the Project proposed in the First Amended Agreement, Developer shall construct a Park Plaza that abuts the Park Property, as set forth in "Exhibit A" of this Second Amended Agreement. The Park Plaza shall be designed to accommodate small-scale community events and Mobile Food Vendors. The Park Plaza Component shall consist of a 167-foot wide compacted gravel pathway, with electricity receptacles, water connections, and string lights with posts, surrounded by a multipurpose area consisting of turf grass and no fewer than eleven (11) shade trees, and two landscaped planter beds abutting Units 103 and 104. The Park Plaza Component shall be developed substantially as depicted in "Exhibit A". Landscaping and trees shall be installed subject to the standards as set forth in Chapter 18.64 of the Millcreek Code of Ordinances. Developer shall obtain all required building permits. The Park Plaza Component shall be constructed by March 30, 2026.

The Park Plaza Component shall be developed at no cost or expense to the City subject to City standards and at a design as approved by the City. Developer shall develop and then convey the Park Plaza Component free and clear of all liens and encumbrances. After the expiration of a one-year warranty period the City will maintain, or cause to be maintained, at no cost or expense to the Developer, the owners of the property comprising the Project, and all residents of the Project, the Park Plaza Component and all improvements located thereon in a clean and safe condition in perpetuity.

2. All other provisions to the Original DA as amended remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

Millcreek OG, LLC

By: _____
Its: Manager

Millcreek

Jeff Silvestrini, Mayor

Attest:

Elyse Greiner, MMC City Recorder
STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2025 by _____, the Mayor of Millcreek, State of Utah.

Notary Public

[Notarial Seal]

STATE OF _____)
 : ss.
CITY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2019 by _____, the Manager of Clearwater Development, LLC.

Notary Public

[Notarial Seal]

EXHIBIT A

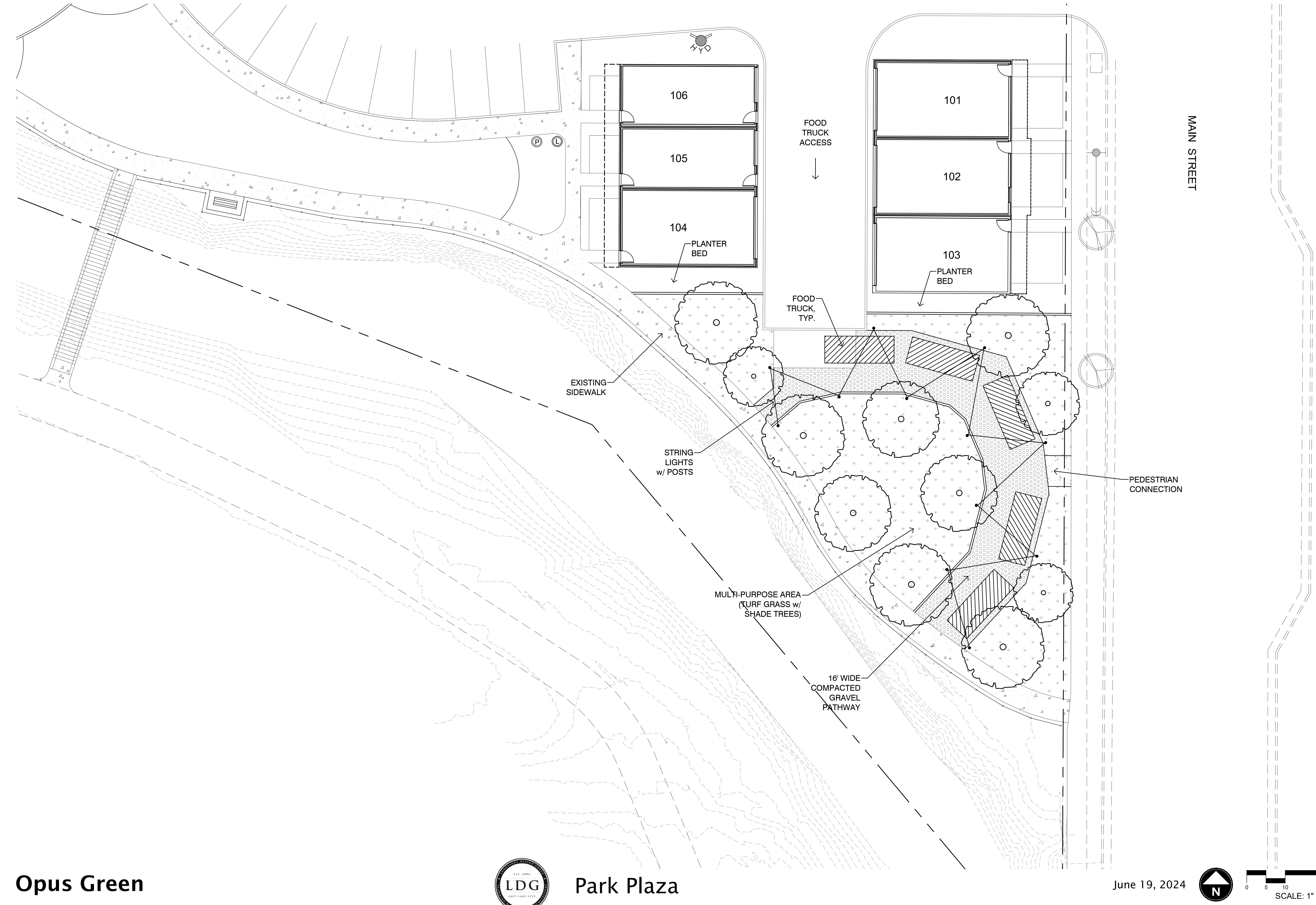
Legal Description of the Property

Parcel No. 21-01-228-067-0000

Address: 3 West Shakedown Street

Legal Description:

PARCEL C, OPUS GREEN PHASE 1



[Millcreek City Hall](#)
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov



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

ZT-25-003

Staff Report

Meeting Date: 25 August 2025

Applicant: Millcreek

Re: Technical Corrections to the Millcreek Land Use Code

Prepared By: Sean Murray and Francis Xavier Lilly

Scope of Decision: **Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Councils, Historic Preservation Commission, 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

On 28 April 2025, the Millcreek Council adopted a new Millcreek Land Use Code, upon the recommendations of all community councils and the Planning Commission. The code has been in effect for a little over two months, and is generally working well. In that time, and in applying the code, staff noted a series of minor technical errors in the code, or language that required additional clarification. The changes are highlighted on the following pages, with text to be deleted indicated by a ~~strike-through~~, and text to be added indicated by underlining.

Substantial proposed changes include the following:

- The AG zone did not include a maximum lot or parcel coverage. We are proposing adding one, to match the same lot or parcel coverage this is found in the R-1-10 zone.
- The minimum gross land area requirement for the R-4 zone was written incorrectly. We are proposing revised minimum numbers that support densities for up to four households on a lot, which is what the zone intends.
- Because our RM zones include many older commercial buildings, commercial uses in the RM Zone will be allowed in legally-established commercial buildings, as well as new mixed use developments.
- Standards for balconies and patios in the RM zone were slightly mismatched. We are proposing applying the same minimum dimension for a patio as for a balcony.
- We are proposing moving private garage and access standards to Title 14. The language will be substantially identical to what is currently in Section 18.39.050 of the Millcreek Code.
- We are proposing reducing the minimum transparency requirement for residential uses on the ground

floor of a building in the MD and City Center Overlay Zones, from 50 percent to 33 percent. In reviewing this requirement with applicants, we believe that a 50 percent requirement for glazing is infeasible, and indeed is not what is typically found in a single-household dwelling.

- We are adding site and design standards for automobile sales and service/repair to the Light Manufacturing (“M”) Zone. These standards are identical to those in our Commercial (“C”) Zone.
- We are proposing that accessory structures less than 200 sf in area will *not be required* to have a pitched roof or be required to incorporate at least one exterior material found on the main building. These smaller accessory structures do not require a building permit, and are often prefabricated. Due to their small size, their impact is limited. Setback and height requirements will still apply.
- Noncomplying structures are structures that at one time complied with code, but that no longer comply, due to changes in our land use code. The proposed changes to the noncomplying structures ordinance are intended to clarify that an addition to a noncomplying structure *does not require a permit* from the land use hearing officer, if that addition complies with code. Other noncomplying additions may be allowed, subject to a permit of the Land Use Hearing Officer.
- At the request of a resident and a business owner, staff is proposing minor changes to fencing requirements in CCOZ and in general.
 - Generally, we are proposing to clarify that metal panel fences where the panel is at least 3/16" thick would be an allowable material. An example of this material, weathering steel is below:



- Additionally, staff is proposing that wire mesh panel fencing be allowed as a fencing material, and staff drafted a definition distinguishing this fence type from chain link:



- Finally, staff is proposing that short open-style fences be allowed on Highland Drive, 3300 South, Richmond Street, and Millcreek Common in the City Center Overlay Zone, in order to accommodate outdoor dining uses.
- We are proposing minor technical corrections to definition and the inclusion of a handful of new defined terms.

COMMUNITY COUNCIL RECOMMENDATIONS

All four community councils reviewed these proposed ordinance changes at public meetings held earlier this month. Each of the community councils unanimously recommended approval of the proposed changes. The Millcreek Community Council requested additional language clarifying the maintenance responsibilities of irrigation companies. These changes may be better suited in Title 14. Staff will advise the Planning Commission of this matter at the meeting on August 20.

PLANNING COMMISSION RECOMMENDATION

The Millcreek Planning Commission held a public hearing on the technical corrections to the Millcreek Code on Wednesday, August 20, 2025. At that meeting, they received public comment from a Millcreek resident who sought an allowance for solid metal panel fencing, and for wire mesh panel fencing. Staff presented to the Planning Commission a revised definition for wire mesh panel fencing, which is included in the attached redlines document.

The Millcreek Planning Commission unanimously recommended adoption of the changes as listed in the staff report, as well as any other similar changes of a technical or ministerial nature, in order to improve the functionality and readability of the Millcreek Land Use Code.

ATTACHMENTS

- Proposed Code Changes – Redlines

18.15.030(B)(2)(a)

Property development, redevelopment, construction, reconstruction, or alteration of a building or structure, except for attached or detached single or two-household dwellings that are located in a recorded subdivision and that are not in a sensitive lands area.

18.15.030(A)(4)

1. Approval Criteria. The Planning Commission shall consider the following criteria in reviewing all conditional use applications:
 - a. The proposed conditional use shall comply with Millcreek ordinances, Federal, and State Statutes, as applicable to the use and to the site where the conditional use will be located; and
 - b. The Land Use Authority shall approve a Conditional Use Permit if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use. Detrimental effects of the proposed use include:

2-1. Detrimental effects of decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, parking lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards, including other reasonable mitigation as determined by a qualified traffic engineer.

3-2. Detrimental effects on the adequacy of utility systems, water and sewer, solid waste, snow removal, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, irrigation systems, or preserving existing systems, including other reasonable mitigation as determined by Millcreek's engineering staff, contracted engineers, and utility service providers.

4-3. Detrimental effects on connectivity and safety for pedestrians and bicyclists.

5-4. Detrimental effects of the use due to its nature, including noise that exceeds sound levels normally found in residential areas, odors beyond what is normally considered acceptable, within a

neighborhood including effects of environmental impacts, dust, fumes, smoke, odor, noise, vibrations; chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects of the use may include hours of operation and the potential to create an attractive nuisance.

6.5. Detrimental effects that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people arising from, but not limited to, waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, the removal of dangerous or blighted structures, high ground water, environmental health hazards, or wetlands, as determined by the City Engineer, and/or other qualified specialists.

7.6. Detrimental effects of modifications to exterior lighting that conflict with abutting properties.

8.7. Detrimental effects arising from site design and/or building design in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, lighting (on-site and adjacent street lighting), signs, and architectural design and exterior detailing/finishes and colors within the area.

9.8. Detrimental effects on emergency fire service and emergency vehicle access.

10.9. Detrimental effects on usable/functional/accessible open space and sensitive lands.

11.10. Detrimental effects from inadequate maintenance of the property and structures in perpetuity, including performance measures, compliance reviews, and monitoring.

12.11. Detrimental effects of excessive storm water generation.

13. 5. Conditions of Approval. Unless otherwise specified in this Code or [Utah Code Section 10-9a-507, Conditional Uses](#), the Planning Commission shall approve all conditional use applications with objective standards as set forth in the Land Use Code. In such cases, any conditions attached to approvals shall be directly related to the anticipated detrimental effects of the proposed use or development. No conditions of

approval shall be less restrictive than the requirements of this Code, except where the Code allows flexibility.

14. 6. All conditional uses are presumed to be compatible with the zone and the General Plan's intent.

15. 7. Denial. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the Land Use Authority may deny the conditional use.

18.21-71

[**18.7121.120 Enforcement And Noticing**](#)

[**18.7121.130 Existing Buildings**](#)

18.34

Add 31% lot coverage in table 18.34-2

Table 18.34-2 Spatial Requirements for the Agricultural Zone							
Zone	Minimum lot area	Minimum lot width	Minimum Front Setback	Minimum Side Setback	Minimum Rear Setback	Maximum Height	Max. Lot or Parcel Coverage
AG	10,000 square feet (A)	75' (B)	30' (C)	10' on interior lots or parcels (D) 20' on a corner lot or parcel (E)	15' (F)	30'	31%

18.38.040, Table 18.38-2

Table 18.38-2 Spatial Regulations for the Medium Density Residential (R-4) Zone					
	Single-Household Dwellings	Two - Household Dwellings	Three-Household Dwellings	Four-Household Dwellings	Civic/Institutional and Non-Residential Uses
Minimum <u>Lot Gross Land Area</u> (A)	6,000 sf per dwelling <u>unit</u>	<u>36,2550</u> sf per dwelling <u>unit</u>	<u>27,500</u> sq ft per <u>dwelling</u> unit, except affordable units and individually owned units require <u>6,500 2,000</u> sq ft per <u>dwelling</u> unit	<u>8,5002,125</u> sq ft per <u>dwelling</u> unit, except affordable units and individually owned units require <u>6,500 2,000</u> sq ft per <u>dwelling</u> unit	20,000 sf
Minimum Lot or Parcel Width (B)	60'	60'	60'	60'	60'
Minimum Front Yard Setback (C)	25 feet	25 feet	25 feet	25 feet	25 feet
Minimum Interior Side Yard Setback (D)	8 feet	8 feet	8 feet	8 feet	20 feet
Minimum Corner Side Yard Setback (E)	20 feet	20 feet	20 feet	20 feet	20 feet

Minimum Rear Yard Setback (F)	20 feet				
Maximum Lot or Parcel Coverage	40 percent				

18.39.030 – Table 18.39-1

In the “Commercial Uses” section change, “Allowed within mixed use.” to “Allowed within legally-established commercial buildings or within mixed use.”. Need to define “Legally-established commercial buildings”

Table 18.39-1 Permitted and Conditional Uses in the Residential Mixed (RM) Zone		
Land Use	RM	Limitations/References
<i>P= Permitted, C= Conditional Use Review Required</i>		
<i>Residential Uses</i>		
Dwelling, Single-Household	P	
Dwelling, Two-Household	P	
Dwellings, Three- or Four-Household	P	
Dwellings, Multiple-Household up to 32' building height and up to 25 units	P	Mixed-use shall be required for developments located within 500' of specified intersections. See additional standards below.

Dwellings, Multiple-Household over 32' building height or more than 25 units	C	Mixed-use shall be required for developments located within 500' of specified intersections. At least three units shall have primary façade and primary entrance facing the street in developments with more than six units
Affordable Housing	P	Subject to MKZ 18.78, Affordable Housing Incentives
Home Business	P	Subject to MKZ 18.76, Special Business Land Use Regulations
Home Daycare or Preschool – up to 6 children	P	Subject to MKZ 18.76, Special Business Land Use Regulations
Home Daycare or Preschool – 7 to 12 children	C	Subject to MKZ 18.76, Special Business Land Use Regulations
Live/Work Unit	P	Only permitted in association with requirements for mixed use developments as set forth in MKZ 18.43.090 .
Residential Facilities for Elderly Persons or Persons With a Disability	P	Limitations as set forth in MKZ 18.74, Residential Facilities for Persons With a Disability
Nursing Home or Assisted Living	C	
Short-Term Rental	P	Provided a valid Millcreek business license has been issued and is in good standing with respect to the property. Further limitations are as set forth in MKC 5.19, Short Term Rentals .
<i>Commercial Uses</i>		
Depository Financial Institution	C	Allowed within legally-established commercial buildings or within mixed use Allowed only within mixed use . Drive-up Windows are prohibited.
Mixed Use	C	

Commercial Daycare or Preschool	C	<u>Allowed within legally-established commercial buildings or within mixed use</u> <u>Allowed within mixed use</u> .
Gym / Fitness Studio	C	<u>Allowed within legally-established commercial buildings or within mixed use</u> <u>Allowed within mixed use</u> .
Medical or Dental Clinic	C	<u>Allowed within legally-established commercial buildings or within mixed use</u> <u>Allowed within mixed use</u> .
Office	C	<u>Allowed within legally-established commercial buildings or within mixed use</u> <u>Allowed within mixed use</u> .
Personal Service	C	<u>Allowed within legally-established commercial buildings or within mixed use</u> <u>Allowed within mixed use</u> .
Eating or Drinking Establishments, Dine-In	C	<u>Allowed within legally-established commercial buildings or within mixed use</u> <u>Allowed within mixed use</u> . Drive-up Windows are prohibited.
Neighborhood Retail or General Retail	C	<u>Allowed within legally-established commercial buildings or within mixed use</u> <u>Allowed only within mixed use</u> .
<i>Civic and Institutional Uses</i>		
Public Use	C	
Quasi-Public Use	C	
Religious Assembly	P	
Schools, Public and Private	P	
<i>Miscellaneous Uses</i>		

Accessory Uses, Buildings and Structures	P	As set forth in MKZ 18.59, Accessory Structures
Temporary Uses	P	As set forth in MKZ 18.58, Temporary Uses and Structures

18.39.040 & Table 18.39-2

Table 18.39-2 Spatial Regulations for the Residential Mixed (RM) Zone

	<i>Single- Household Dwellings (1)</i>	<i>Two, Three, and Four- Household Dwellings</i>	<i>Multiple-household Dwellings- Five or more dwellings in a building</i>	<i>Other Permitted Principal Uses</i>
<i>Principal Buildings</i>				
Minimum <u>Lot or Parcel</u> <u>Gross Land</u> Area (A)	6,000 sf per dwelling <u>unit</u>	3,000 sf per dwelling <u>unit</u>	2,000 sq ft per <u>dwelling</u> unit, except affordable units and individually owned units require 1,500 sq ft per unit	20,000 sf
Minimum Lot or Parcel Width (B)	60 feet	None	None	None
Maximum Building Height	30 feet	32 feet	45 feet ²⁽²⁾	45 feet ²⁽²⁾
Maximum Lot or Parcel Coverage	35%	40%	50%	50%
Maximum Building Length	None	None	150 feet	150 feet
Minimum Front Yard Setback (C)	20 feet	20 feet	20 feet	20 feet

Minimum Interior Side Yard Setback (D)	8 feet	10 feet	10 feet	10 feet
Minimum Interior Side Yard Setback, where abutting R-1, R-2, R-4, or AG Zones (D)a residential zone boundary. (3)	8 feet	10 feet	25 feet	25 feet
Minimum Corner Side Yard Setback (D)	20 feet	20 feet	20 feet	20 feet
Minimum Rear Yard Setback (E)	10 feet	10 feet	20 feet	20 feet
Minimum Distance Between Residential Buildings	5 feet	5 feet	10 feet	10 feet

D. Table 18.39-2 Notes:

1. Additional Requirements for Single-Household Dwellings. Single-Household dwellings are subject to the building envelope requirements for the R-1-6 zone as set forth in MKZ 18.36.040 and MKZ 18.36.050.
2. Height Transition Requirements. Buildings or structures within 100 feet of a Residential Zone Boundary shall not exceed 30 feet, excluding Height Projection Allowances identified in MKZ 18.72.040.
3. The Minimum Interior Side Yard Setback, where abutting a residential use boundary may be reduced to the standard Minimum Interior Side Yard Setback where the abutting use is an institutional use, a commercial use, and industrial use, or a cemetery.

18.39.050(B)(3) & 18.39.090(C)(2)

18.39.050(B)

3. First story entrances shall include a porch of at least ~~60~~~~100~~ square feet and a fence, wall or hedge no taller than four feet (4'). Such areas are included in the open space requirement.

18.39.090(C)

C. Balconies or Patios. All residential units shall have ~~a private outdoor space as set forth in the following standards:~~

1. ~~Developments with up to four dwelling units: Each residential unit shall have a private balcony and/or patio with a minimum of 60 square feet with a minimum five-foot (5') depth.~~
2. ~~Developments with five or more dwelling units: Each residential unit shall have a private outdoor balcony and/or patio. Balconies must be a minimum of 60 square feet. Patios must be a minimum of 100 square feet with a minimum five (5) foot depth.~~

18.39.050(F)(C)

~~Vehicular Access to Private Garages.~~

1. ~~Vehicle access serving a private garage shall be at least 26 feet in width.~~
2. ~~Where such drives serve units with opposing garages, where garages face each other, a minimum of 25 square feet of landscaping shall be required at the edges of each driveway, between each dwelling unit.~~
3. ~~Developments with 25 feet or more units and lot or parcel widths of one 150 feet shall provide a driveway for each garage with a minimum width of 12 feet and minimum unobstructed depth of 20 feet.~~

18.39.110

Design standards for mixed use buildings in the RM zone containing residential uses shall follow the design requirements found in MKZ 18.44~~4~~.090 (H).

18.41.070 E

Windows shall constitute at least 50 percent of first story street-facing facades, and windows shall be at least 50 percent transparent. When a residential use occupies the first story, windows shall constitute 33 percent of the first story street-facing facades. On double or triple-frontage lots, living screens may replace up to 50 percent of the window

requirement for the façade along the lowest anticipated pedestrian traffic frontage. Windows shall constitute at least 25 percent of all upper story street-facing facades. Interior lighting is required.

18.44.030, Table 18.44-1

Add neighborhood retail as permitted. Add general retail as permitted or conditional.

Table 18-44-1 Permitted and Conditional Uses in the Commercial (C) Zone		
Land Use	C	Limitations / References
<i>P= Permitted, C= Conditional Use Review Required</i>		
<i>Residential Uses</i>		
Affordable Housing	P	Subject to the requirements and incentives for affordable housing as set forth in MKZ 18.78, Affordable Housing Incentives .
Dwelling, Multiple Household	C	Only permitted as part of a mixed use development, subject to the development standards as set forth in MKZ 18.44.090 (H) .
Nursing Home or Assisted Living	P	
Home Business	P	Permitted in legally-established dwellings in the C Zone. Subject to MKZ 18.76, Special Business Land Use Regulations .
Residential Facility For Elderly Persons or Persons With a Disability	P	Limitations as set forth in MKZ 18.74, Residential Facilities for Persons With a Disability .
Caretaker Dwelling	P	Additional use standards apply as set forth in MKZ 18.44.090
<i>Commercial Uses</i>		

Kennel, Indoor or Outdoor	P	Outdoor kennels or animal play areas prohibited within 300' of a Residential Zone Boundary or a legally established residential use.
Automobile, Equipment, or Recreational Vehicle Sales or Rental	C	Only allowed when located on arterial roadways 100' or greater in width. Prohibited within 300' of a residential use or a residential zone. Additional use standards apply as set forth in MKZ 18.44.090 .
Automobile Service and Repair	C	Prohibited within 150' of a residential use or a residential zone and within 1,320' (1/4 mile) of an established substantially similar business. Additional use standards apply as set forth in MKZ 18.44.090 .
Car Wash	C	Prohibited within 150' of a residential use or a residential zone and within 300' of a major intersection and within 1,320' (1/4 mile) of an established substantially similar business.
Medical or Dental Clinic	P	
Mixed Use	C	Additional use standards apply as set forth in MKZ 18.44.090
Commercial Daycare or Preschool	P	
Commercial Entertainment under 25,000 square feet	P	Outdoor entertainment uses are prohibited within 300' of legally established dwelling or a Residential Zone Boundary. Indoor or Outdoor Gun or Archery Ranges are prohibited.

Commercial Entertainment, 25,000 square feet or more	C	Outdoor entertainment uses are prohibited within 300' of a legally established dwelling or a Residential Zone Boundary. Indoor or Outdoor Gun or Archery Ranges are prohibited.
Commercial Kitchen / Ghost Kitchen	P	
Commercial Parking Lot or Commercial Parking Garage	C	Parking garages shall include non-residential uses for at least 75% of the ground story facing a public street.
Community Garden	P	
Depository Financial Institution	P	
Drive-up Window	C	Drive up windows prohibited within mixed use developments. Additional development standards apply as set forth in MKZ 18.44.090 (D)
Eating and Drinking Establishment	P	
Flex Space	P	Maximum square footage of 10,000 square feet per building, a minimum of 20% of story area must be office and or retail uses.
Fuel Station	C	Prohibited within 1,320' (1/4 mile) of an existing fuel station and within 150' of a residential use or a residential zone. See additional development standards as set forth in MKZ 18.44.090 (G)
Funeral Home or Mortuary	P	
Greenhouse or Plant Nursery	P	
Gym or Fitness Studio under 5,000 square feet	P	

Gym or Fitness Studio - 5,000 square feet or more	C	
Hospital	C	
Light Service and Repair	P	Maximum square footage of 10,000 square feet.
Live/Work Unit	P	Only permitted in association with mixed use set forth in the development standards as set forth in MKZ 18.44.090 (H) .
Lodging	P	
Non-Depository Financial Institution	P	Prohibited within 300' of a major intersection and within 2,640' (1/2 mile) of an established substantially similar business.
Office	P	
Pawn Shop	P	Prohibited within 300' of a major intersection and within 2,640' (1/2 mile) of an established substantially similar business.
Personal Service	P	
Reception or Event Center	P	Outdoor uses prohibited within 300' of a residential use or a Residential Zone Boundary.
Neighborhood or General Service	P	
<u>Neighborhood or General Retail</u>	P	
Retail Sales	P	Retail Tobacco Specialty Businesses are prohibited within 1,320' (1/4 mile) of an established substantially similar business.

Retail Food Trucks, Pop-Up Markets, and/or Farmer's Market	P	Subject to Temporary Use Standards as set forth in MKZ 18.58, Temporary Uses and Structures.
Self-Storage facility	C	Prohibited within 300' of a major intersection and within 1,320' (1/4 mile) of an established substantially similar business. Additional location restrictions apply as set forth in MKZ 18.44.090.
Temporary Uses	P	As set forth in MKZ 18.58, Temporary Uses and Structures
<i>Institutional Uses</i>		
Wireless Telecommunication Facility	P	Must be a Stealth Facility, subject to the standards as set forth in MKZ 18.75, Wireless Telecommunications Facilities.
Public Use	P	Detention Facilities or Jails are not permitted
Religious Assembly	P	
Schools, Public and Private	P	
Quasi-Public Use	P	

18.46.080 Special Regulations For The Light Manufacturing Zone

A. General Conditions in the M Zone. All uses in the M zone shall be permitted only under all the following conditions:

1. Business operations that abut a legally established residential use, a Residential Zone Boundary, or a street shall be conducted predominantly within an enclosed building, except for the following:
 - a. Parking and servicing vehicles and equipment,
 - b. Loading and unloading of products and equipment,

c. Outside storage of products, materials, vehicles, or equipment may be in the rear or side yard in the rear or side yard for new uses, subject to the following standards:

- (1) Outside storage shall occupy no more than sixty percent (60%) of the lot or parcel.
- (2) Outside storage must be screened by a solid visual barrier perimeter fence of six feet (6') to eight feet (8'), depending on and relating to the height of the products, materials, or equipment stored outside. The maximum height of outside storage shall be established by a formula of setback to height where the minimum setback from the property line abutting a public street equals one-and-a-half times the height of the products, materials, vehicles, or equipment being stored.
- (3) The surface area of the outside storage area shall be paved with cement or asphalt hard surface paving or a contained durable permeable surfacing such as gravel.
- (4) Any outdoor storage of vehicles and equipment shall be considered temporary and only include operable, functional vehicles and equipment able to be immediately put to the intended use.

d. Existing legal uses with outdoor storage operating at the time of the adoption of this ordinance, January 22, 2018, shall retain the ability to store product, materials, vehicles, or equipment on 100 percent of the lot, lots, parcel, or parcels occupied by such use.

e. Outdoor dining associated with eating and drinking establishments.

2. All uses shall minimize, so as not to become a nuisance, any unsafe, unhealthy, objectionable, and unreasonable waste, odor, dust, smoke, other emissions, noise, vibration, as determined by any Federal, State, County, and/or City health and safety codes, regulations, or ordinances.
3. All principal assembly, manufacturing, testing, cleaning, testing and associated services or processes shall be done wholly within completely enclosed buildings. Accessory use may include outside repair, fabrication, and cleaning of equipment, vehicles, and/or stored products.

4. Roof mounted mechanical equipment, and vents shall be screened from view from the ground-level vantage point along an abutting arterial, collector, or local street.

B. Design and Use Standards for Specific Uses. The following standards are applicable to the uses specified in addition to the development standards in this Chapter. In the event there is language elsewhere in MKZ Title 18 that conflicts with language in this chapter, the more restrictive standard prevails.

1. Automobile, Equipment, or Recreational Vehicle Sales or Rental uses shall meet the following site requirements:
 - a. The minimum lot size for such use is 20,000 square feet.
 - b. The site must contain an office of at least 2,000 square feet.
 - c. Inventory lot parking shall not be included in the minimum parking requirements.
2. Automobile Service and Repair uses shall meet the following site standards:
 - a. Bay doors shall not be located on facades facing residential uses or zones.
 - b. Vehicles awaiting repair or service shall be screened by Landscape Buffer C as set forth in MKZ 18.64, Landscape Standards.
 - c. Vehicle storage areas shall not count toward parking minimum requirements.

18.47.070 Site Standards

L. Perimeter Fencing.

1. To ensure maximum pedestrian connectivity, fencing between parcels is not required.
2. No fencing of any kind will be allowed Fencing along the Richmond, 3300 South, Highland Drive and Millcreek Common Street frontages shall be limited to open style fencing that is less than three feet in height.
3. Privacy and/or security fencing is only allowed to screen unsightly, utility, or vehicle service areas from public right-of-way.

4. Fencing along a Neighborhood Street frontage is permitted to define front porches and can consist of wrought iron/similar materials, wood, or composites. Vinyl is prohibited as a fencing material.
5. Fences must be a minimum of 50 percent open, have a maximum height of 42 inches and may incorporate a maximum 18-inch-high stone, or brick wall at the base.

18.47.080 Building Standards

- A. Entrances and Windows.
 1. Entrances to the first story of buildings shall front on the public street.
 2. On double or triple frontage lots or parcels, entrances are required where the greatest amount of pedestrian traffic is anticipated.
 3. When a non-residential use occupies the first story, windows ~~Windows~~ shall constitute at least 50 percent of first story street-facing facades, ~~and 25 percent of all upper story facades. When a residential use occupies the first story, windows shall constitute at least 33 percent of first story street-facing facades. Windows shall constitute at least 25 percent of all upper-story facades.~~
 4. Windows shall be at least 50 percent transparent. Interior lighting is required. Street facing windows that are not on the same façade as the main building entrance, may cover the first story windows with non-advertising window films using a mountain, mill, orchard, or mountain related sports theme.
 5. Living screens may replace up to 50 percent of the window requirement for the lowest anticipated pedestrian traffic frontage.
 6. Mirrored windows are not allowed. Any east or west facing windows above the third story shall be non-reflective to prevent glare.
 7. For any building opposing a residential bedroom window, buildings shall provide window blinds for each opposing window, or reduce the opacity of the window to prevent one side from viewing the other. In no case shall any balconies have a separation from an opposing balcony of less than 10 feet.
 8. Windows above the first story shall conform to the standards described in Figure 18.47.18 Window Design Standards.

18.48.020 Applicability

The City Council may approve a CCOZ-DA zone upon receiving a recommendation from the Planning Commission regarding adoption of the zone and a development agreement. Once a CCOZ-DA zone is established over a particular property, the provisions of this chapter shall apply to all property located within the CCOZ-DA zone as shown on the official zoning map. Development Agreements are entered into and approved at the sole discretion of the City. The following developments are eligible for a CCOZ-DA.

- Buildings ~~with~~ that do not exceed 150 feet in length or 100 feet in depth.

18.59.030 General Requirements For Accessory Structures

F. Design Standards. Accessory structures ~~that are greater than 200 sf in area~~ shall incorporate at least one of the exterior materials used in the main building for 20 percent of all structure facades, or shall be clad in wood, vinyl, or cementitious fiberboard siding. Accessory structures ~~that are greater than 200 sf in area~~ must have a pitched roof unless the main building has a flat roof, in which case an accessory structure may have a flat roof or a pitched roof.

18.60.050 Noncomplying Structures

A. Continuation. A noncomplying structure may be continued so long as no additions or enlargements are made thereto and no structural alterations are made therein, except as permitted by this chapter or as may be required by law. If a noncomplying structure is removed from the lot or parcel where it was located, each future structure on such lot or parcel shall conform to the provisions of this title.

B. Expansion and Enlargement. ~~A noncomplying structure may be expanded or enlarged upon a permit authorized by the land use hearing officer, provided that the land use hearing officer shall find the following:~~

- ~~1. The addition, enlargement, or reconstruction of the structure at a new location complies with the standards and regulations of the current zone and the applicable requirements of this title.~~
- ~~2. The addition to, enlargement of, moving of, or reconstruction of the structure at a new location of the lot is compatible with existing development within a reasonable distance in terms of height, mass, applicable building envelope requirements, and lot or parcel coverage; and~~
- ~~3. The addition to, enlargement of, moving of, or reconstruction of the structure at a new location of the lot will not be detrimental to the health, safety and general welfare of persons residing within a reasonable distance of the subject property.~~
- ~~4. The cumulative expansion since the structure became nonconforming does not exceed 50% of the structure's height, footprint, lot or parcel coverage, and/or area when it became nonconforming.~~

1. Compliant Expansions and Enlargements. A noncomplying structure may be expanded or enlarged if the expansion or enlargement complies with the standards of the zone district and the applicable requirements of this title. The cumulative expansion since the structure became nonconforming does not exceed 50% of the structure's height, footprint, lot or parcel coverage, and/or area when it became nonconforming.
2. Noncompliant Expansions and Enlargements. A noncomplying structure may be expanded or enlarged upon a permit authorized by the land use hearing officer, provided that the land use hearing officer shall find the following:
 - a. The expansion or enlargement of the structure is compatible with existing development within a reasonable distance in terms of height, mass, applicable building envelope requirements, and lot or parcel coverage; and
 - b. The expansion or enlargement of the structure is not detrimental to the health, safety and general welfare of persons residing within a reasonable distance of the subject property.
 - c. The cumulative expansion since the structure became nonconforming does not exceed 50% of the structure's height, footprint, lot or parcel coverage, and/or area when it became nonconforming.

18.60.060 Nonconforming Lot Or Parcel

- A. Continuation. A nonconforming lot or parcel may continue to be occupied and used although it may not conform in every respect with the dimensional requirements of this title, subject to the provisions of this chapter.
- B. New Buildings Constructed on Nonconforming Lots or Parcels:
 1. New Single-Household Dwellings. A new single-household dwelling may be constructed on a legally established lot or parcel that is nonconforming as to area, width, or both, provided:
 - a. The lot or parcel was legally nonconforming when the area or width requirements were changed;
 - b. The use is for the sole purpose of a single-household dwelling;
 - c. There is only one main building on the lot or parcel; and
 - d. The dwelling conforms to all requirements of the title, such as use requirements, frontage, yard setbacks, building heights, and all other applicable requirements, including street improvements and compliance with building codes
 2. All Other New Buildings or Structures. New buildings other than single-household dwellings may be constructed on a legally established lot or parcel that is nonconforming as to area, width, or both provided the building conforms to all requirements of the title, such as use requirements, frontage, yard setbacks, building heights, and all other applicable requirements, including street improvements and compliance with building codes.
- C. New Single Household Dwelling. A new single household dwelling may be constructed on a legally established lot or parcel which is nonconforming as to area, width, or both, provided:
 1. The lot or parcel was legally nonconforming when the area or width requirements were changed;
 2. The use is for the sole purpose of a single household dwelling;
 3. There is only one main building on the lot or parcel; and
 4. The dwelling conforms to all other requirements of this title, such as frontage, yard setbacks, building height, and other applicable requirements, such as street improvements and compliance with construction codes.
- D. Lot or Parcel with Building. If a nonconforming lot or parcel contains a building legally established before the effective date of this title, then the owner may continue the then-existing use of such building and may expand the building in any way that does not increase the degree of nonconformity. An increase in building size shall not increase the degree of nonconformity of the lot or parcel.

Interior remodeling and/or exterior maintenance of a building within an existing footprint or expansion in compliance with this section shall not require a variance to lot or parcel requirements but shall be reviewed by the Planning Director as though the lot or parcel conforms to the requirements of this title. Such remodeling or maintenance shall require a building permit.

E. Effect of Public Uses. If the required area, width, frontage, or yard space of a lot is rendered noncompliant as a result of acquisition of a portion of the lot for public use, the lot shall be considered a legal lot for purposes of this title. No construction or boundary change may be undertaken which will render these requirements further noncompliant. New buildings, structures or site improvements proposed for construction on such a lot shall meet all other requirements of the zone in which it is located.

18.61.020 Applicability

E. Existing properties located in low liquefaction potential areas with slope angles less than 15% may be exempt from a full Geotechnical Report requirement, provided that soil type and water table depth information is furnished to the City to assure foundation suitability. Geotechnical Reports are not required for fences but are required for any retaining wall or accessory building over ~~200~~ 1,000 square feet when located in a Sensitive Lands Area.

18.61.030 Sensitive Lands Description

Sensitive Lands contain characteristics that can influence, modify, or limit development patterns through physical or regulatory restrictions. Sensitive lands features covered by this chapter are described as follows:

A. Topographical Features. The types of lands represented in this typology include slopes that ~~average 15~~ average 15 percent over a 50-foot interval in any direction, wetlands, rock outcroppings larger than 10 feet wide and 10 feet tall, avalanche zones, alluvial fans, rock fall areas, gullies/ravines deeper than 10 feet and wider than 20 feet, intermittent or constant flow stream corridors, ridgelines, springs, species protection, Wildland Urban Interfaces, and floodplains. Additional requirements for floodplains are found in [MKZ 18.62, Floodplain Hazards Mitigation.](#)

B. Subsurface Features. Soils, saturated soils, and soil structures such as areas of liquefaction potential, surface fault rupture hazard areas, and debris flow areas. Soil types used to determine surface stability, foundation stability, movement potential, depth to bedrock, and shallow water table levels, may also reveal factors to consider for avoidance/preservation and/or design modifications when determining the extent of sensitive lands.

18.61.070 Development Design Considerations

D. Stormwater. Storm drainage plans shall include a system design to return collected and clarified waters to the natural drainage channels or to the adjacent ground. All developments ~~are may be~~ required to obtain a Storm Water Pollution Prevention Plan (SWPPP) and a Utah State Department of Environment Quality General Construction Storm Water (UPDES) Permit at building permit issuance as determined by the City Engineer.

18.63.020 Vehicle Parking Requirements

B. Design Specifications for Residential Uses with Four or Fewer Units.

2. Surfacing. The driveway shall be constructed of a durable, hard surface such as: concrete (including permeable concrete), asphalt (including permeable asphalt), brick, pavers, stone, or block. Gravel is prohibited as a surfacing material for driveways. The number, location, and width of driveways shall comply with the specifications set forth in [MKC 14.12.110](#) and [MKC 14.36.060](#). Driveways over 150 feet in length are subject to approval by the fire marshal.

18.64.040 Tree Preservation Standards

A. Purpose. To maintain the environmental integrity of trees for shade, evapotranspiration, and habitat along with preserving the aesthetic of mature, and healthy vegetation for Millcreek's streetscapes.

B. Applicability. All healthy trees having a caliper of four inches (4") in size or larger shall be preserved to the maximum extent feasible. Species identified as noxious or invasive as declared by the Millcreek Plant Species List or the Utah Department of Agriculture and Food are exempt from this requirement.

C. Design Standards

1. Preserved trees shall be credited toward the satisfaction of the tree planting requirements of this chapter at a rate of 1:1 based on caliper size, except for the replacement of large caliper trees as set forth in Table 18.64-4, Tree Replacement Table. For example, a six-inch (6") caliper tree preserved shall count toward three (3) two-inch (2") caliper trees.

Table 18.64-4 Tree Replacement Table

Tree Replacement Table

<u>Tree to be removed</u>	<u>Replace with</u>
----------------------------------	----------------------------

4" to 12" caliper tree	Three trees at 2" caliper min. size
12" to 24" caliper tree	Six trees at 2" caliper min. size
24" or larger caliper tree	Eight trees at 2" caliper min. size

2. Where existing trees are to be protected during site development or construction activity, the following standards shall apply:
 - a. A fenced tree protection zone shall be established around the dripline of each tree or cluster of trees to be retained with high-visibility materials at a minimum height of four feet (4').
 - b. The storage or movement of equipment, material, debris, or fill is prohibited within the tree protection zone to minimize soil compaction.
 - c. The cleaning of equipment or material or the storage and disposal of waste material such as paints, oils, solvents, asphalt, concrete, motor oil or any other material harmful to the life of a tree is prohibited within the tree protection zone.
3. No cut or fill is permitted within the tree protection zone unless Landscape Architect licensed to practice in the State of Utah or an ISA Certified Arborist has evaluated and approved the disturbance.
4. All protected existing trees shall be pruned as specified by an ISA Certified Arborist.
5. No damaging attachment, wires, signs, or permits may be fastened to any protected tree.
6. Trees being preserved that are located further than 50 feet from the primary area being disturbed by construction may be ribboned off in lieu of erecting protective fencing. This may be accomplished by placing metal t-post stakes a maximum of 50 feet apart and tying ribbon or rope from stake-to-stake along the outside perimeters of such areas being cleared.
7. The removal of trees is allowed under the following circumstances by way of a tree removal permit as set forth in [MKZ 18.64, Landscape Standards](#).
 - a. Where trees have naturally fallen or are determined by an ISA Certified Arborist to be dead or dying.
 - b. Where trees have been diagnosed by an ISA Certified Arborist as unhealthy beyond reasonable rehabilitation.
 - c. Where trees are determined to be potentially harmful to the public health, safety, or welfare.
 - d. Where it has been determined by the City that tree removal is necessary to restore clear visibility at driveways and intersections.
8. Plants considered noxious or invasive species as identified in the Millcreek Plant Species List or the Utah Department of Agriculture and Food are not required to meet these requirements.

9. Trees having a caliper of four inches (4") in size or greater which are removed shall be replaced on the development site at the following rate, except that street trees are to be replaced at a rate of one new tree per tree removed.

<u>Table 18.64-4 Tree Replacement Table</u>	
<u>Tree Replacement Table</u>	
<u>Tree to be removed</u>	<u>Replace with</u>
<u>4" to 12" caliper tree</u>	<u>Three trees as 2" caliper min. size</u>
<u>12" to 24" caliper tree</u>	<u>Six trees at 2" caliper min. size</u>
<u>24" or larger caliper tree</u>	<u>Eight trees at 2" caliper min. size</u>

D. Tree Preservation Site Plan Submittal

1. Applicants seeking to remove trees as part of a land use application shall seek a tree removal permit and shall submit a tree preservation plan as part of their application, to include the following:
 - Purpose of the requested tree removal permit.
 - Plan showing existing and proposed land uses, buildings, parking, utilities, and light poles; existing trees over four (4) inch diameter at breast height to be preserved; and other pertinent development elements.
 - A boundary survey which shall include the location of all easements, building setback lines, nearby zoning district boundaries; and
 - A location map showing the location of the property within the City.
2. If a permit is denied, the reason for denial shall be furnished to the applicant in writing, either electronically or by mail. The applicant or any person adversely affected by a final decision on a tree removal permit shall have the right to appeal the decision to the land use hearing officer, as set forth in [MKZ 18.04, Appeals](#).

18.64.050 Screening And Buffering

C. Buffer Design Standards

1. Buffer Type A, as illustrated in Figure 18.64.1, shall be placed within 10 feet (of the property line as site conditions permit and shall consist of

trees, shrubs, and ornamental grasses at the following rates per 100 linear feet of buffer:

- a. Two (2) trees with a minimum mature height of 20 feet, and
- b. One of the following is required:
 - (1) 10 shrubs or large ornamental grasses with a minimum height of five feet (5').
 - (2) A six-foot (6') high ornamental fence with five (5) shrubs or large ornamental grasses with a minimum height of five feet (5').
 - (3) A six-foot (6') high wall.

18.64.050 Screening And Buffering

D. Buffer Requirements

1. All ~~multimultiple~~-household development abutting ~~single-household detached, single-household attached, two-household attached, or three-household attached dwelling uses residential uses~~ shall incorporate a Buffer Type A B along the perimeter between the two uses.

18.64.060 Commercial, Mixed Use, Institutional, Public Or Quasi-Public Use, And Multi-Household Development Landscape Standards

2. Landscaping is required around the perimeter of the site, along all side and rear property lines, and around the perimeter of drive-through service facilities at the following rates:

- a. Consistent with Buffer Type A, as set forth in [MKZ 18.64.050 \(1\)](#), when adjacent to another commercial, mixed use, or ~~multimultiple~~-household dwelling use; or
- b. Consistent with Buffer Type B, as set forth in [MKZ 18.64.050 \(2\)](#), when adjacent to a single-household detached, single-household attached, two-household attached, or three-household attached dwelling use.

18.66.080 Fence Materials

1. Permitted Fence Materials

1. Fences and walls shall be made of high quality, durable materials that require minimal maintenance. The following materials and colors shall be used for all fences, except as otherwise provided in this section or by a more restrictive provision of this title or engineering standard:
 1. Decorative precast concrete or integrally colored and textured block, brick, stone, or other masonry wall materials;

2. Vinyl, polyethylene materials with beige, white or other neutral color;
3. Composite fence materials (Trex®, SimTek®, or similar);
4. Weather-tolerant wood materials such as but not limited to cedar, redwood, cypress, bamboo;
5. Decorative wrought iron or metal picket materials or solid metal panels with a thickness of at least 1/8”;
6. Powder-coated chain-link may be allowed for public recreational uses or sport courts;
7. Welded wire panel;
8. ~~(7.)~~ Chain-link is allowed for temporary construction fences.

2. Prohibited Fence Materials

1. The following fencing materials shall be prohibited in all zones:
 1. Plastic materials other than vinyl and composite;
 2. Materials not typically used, designated, or manufactured for fencing, such as but not limited to roofing panels, corrugated or sheet metal, tarps, wood panel (plywood OSB sheeting), scrap lumber or metal, rubber, tires, containers;
 3. Chain-link, when located within a front or street side yard area.
 4. Barbed wire, concertina wire, razor ribbon, and similar fencing materials;
 5. Electric fences.
3. Fences on properties zoned as agricultural and large enough for livestock animals shall be constructed of sturdy fence materials, such as metal pipes, horse-grade vinyl, wood posts or similar materials the manufacturer recommends and as the Planning Director determines.

18.97 Definitions

City Engineer means the Millcreek's City Engineer or designee(s).

Commercial Building, Legally-Established means a commercial building that complied with all zoning and building code requirements at the time it was constructed, and that received a building permit.

Dwelling Unit means a habitable space physically arranged to create an independent housekeeping establishment for occupancy by one household with separate facilities for sanitation, cooking, and sleeping. Buildings with more than one kitchen or set of cooking facilities are considered to contain more than one dwelling unit. Factors for determining whether cooking facilities are accessory to a dwelling unit may include but are not limited to: A building design that allows all occupants ready access to all portions of the building including cooking facilities. No portion of the building containing cooking facilities can be separated from the remaining rooms to form a separate dwelling unit; There is only one electric and/or gas meter for the **building dwelling unit, except for submeters intended for renewable energy infrastructure.**

Fence, welded wire panel means a fence constructed of prefabricated panels consisting of welded steel wire mesh with a minimum wire size of AWG 12 gauge / 2.05 mm in a rectangular or square grid pattern, mounted within a rigid metal, wood, or composite frame. The mesh shall be composed of horizontal and vertical wires welded at each intersection, with uniform openings no larger than six inches in width or height. This definition expressly excludes woven wire fences, including chain link, which are constructed from interwoven wire strands forming a diamond or similar pattern without welded intersections.

Lot or Parcel Coverage means the measurement of land use intensity that represents the portion of a lot or parcel occupied by the principal building and all accessory buildings, but excluding all other impervious improvements such as sidewalks, driveways, uncovered patios, uncovered decks and open porches.

General Retail means selling goods intended to serve a community and regional market. Typical General Retail Uses include, but are not limited to, Appliance and Electronic Sales and Service, Automotive Supply (no service), Computer Software Sales and Leasing, Department Store, Gun Shop, Home Furnishings and Accessories Sales, Rental supply, Medical Supply Store and Rental, **Motorcycle and Motor Scooter Sales**, Heating, Air Conditioning and Plumbing Supplies, Sales, and Service, Cabinet Supply (display only), Machine Sales and Rental, Agriculture Equipment and Supply, Electrical Supplies.

Yard, Front means the minimum horizontal distance between the street front lot or parcel line and the front foundation of the building. Corner lots or parcels may have two front yards depending on the zoning district. **For lots or parcels abutting streets that are dedicated or abandoned to the use of the public as set forth in Utah Code Section 72-5-104, the minimum horizontal distance between the street front lot or parcel line and the**

front foundation line of the building shall be measured from the edge of the street right-of-way.

Yard, Rear means an open, unoccupied space on the same lot or parcel as a building, measured from the rear line of the building (exclusive of steps), and the rear lot or parcel line, and extending for the entire width of the lot or parcel. For lots or parcels abutting streets that are dedicated or abandoned to the use of the public as set forth in Utah Code Section 72-5-104, the minimum horizontal distance between the street rear lot or parcel line and the rear line of the building shall be measured from the edge of the street right-of-way.

MILLCREEK, UTAH
ORDINANCE NO. 25-33

**AN ORDINANCE ADOPTING THE MILLCREEK EMERGENCY FIRE RECOVERY
PLAN AND APPROVING A MONETARY CONTRIBUTION OF UP TO \$11,500 TO
RESIDENTS DISPLACED BY THE FIRE AT 4878 SOUTH 1300 EAST, KNOWN AS
WILLOW GLEN APARTMENTS**

WHEREAS, the Millcreek Council (“Council”) met in a regular session on August 25, 2025, to consider, among other things adopting the Millcreek Emergency Fire Recovery Plan and approving an ordinance approving a monetary contribution of up to \$11,500 to residents displaced by the fire at 4878 South 1300 East, known as Willow Glen Apartments (the “Appropriation”); and

WHEREAS, Utah Code Ann. § 10-8-2 requires, among other things, a study to support a monetary donation; and

WHEREAS, on or about July 31, 2025, a study (“Study”) was completed by Bonneville Research, setting forth an analysis and demonstrating the purpose for the appropriation of up to \$11,500 to residents displaced by the fire at 4878 South 1300 East, known as Willow Glen Apartments. A copy of the Study is attached to this Ordinance; and

WHEREAS, on or about July 31, 2025, a proposed Millcreek Emergency Fire Recovery Plan (“Plan”) was completed by Bonneville Research. A copy of the Plan is attached to this Ordinance; and

WHEREAS, on August 11, 2025, the Study and Plan was made available in Millcreek for review by interested parties; and

WHEREAS, on August 11, 2025, a notice of a public hearing was published as a Class A notice under Section 63G-30-102; and

WHEREAS, on August 25, 2025, the Council held the requisite public hearing to receive public comments concerning the Appropriation; and

WHEREAS, all interested persons in attendance at the public hearing were given the opportunity to be heard, and written comments were solicited; and

WHEREAS, the Council finds that based on the Study and the Plan and comments at the public hearing, the Appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of Millcreek; and

WHEREAS, the Council finds that the Appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of Millcreek. Such goals and objectives include, but are not limited to, economic development, job creation, and job preservation; and

WHEREAS, the Council finds that the net value received for the monetary contribution is equivalent and includes certain intangible benefits to Millcreek, including, but not limited to, prosperity, moral well-being, comfort, and convenience to the inhabitants of Millcreek and economic development, job creation, and job preservation in Millcreek; and

WHEREAS, the Council finds that it has satisfied all the requirements of Utah Code Ann. § 10-8-2 to make the Appropriation.

NOW, THEREFORE, BE IT ORDAINED by the Council that the Council adopts the Plan and approves and ratifies a monetary contribution of up to \$11,500 to residents displaced by the fire at 4878 South 1300 East, known as Willow Glen Apartments.

PASSED AND APPROVED this 25th day of August, 2025.

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 25-33: AN ORDINANCE ADOPTING THE MILLCREEK EMERGENCY FIRE RECOVERY PLAN AND APPROVING A MONETARY CONTRIBUTION OF UP TO \$11,500 TO RESIDENTS DISPLACED BY THE FIRE AT 4878 SOUTH 1300 EAST, KNOWN AS WILLOW GLEN APARTMENTS was adopted the 25th day of August, 2025 and that a copy of the foregoing Ordinance 25-33 was posted in accordance with Utah Code 10-3-711 this ____ day of August 2025.

Elyse Sullivan, City Recorder



Bonneville Research

July 31, 2025

Introduction:

This analysis intends to provide Millcreek, a Utah Municipality, and the Millcreek City Council with the information required by the Utah Code Section 10-8-2. Appropriations -- Acquisition and disposal of property -- Corporate purpose -- Procedure.

Reason for the Study:

Utah Code § 10-8-2 and case law require a more rigorous review and approval process before the City can provide grants to nonprofit organizations. The process requires that the City complete a Study before awarding the grants.

Critical Elements of the Study:

The Study shall consider the following factors:

1

1. Completion of a study that addresses the following:
 - a. The benefit the City will receive—tangible or intangible—in return for appropriated funds.
 - b. An analysis of how the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of Millcreek residents.
 - c. Whether the appropriation is necessary and appropriate to accomplish goals and objectives of the City, such as:
 - i. Removing blight or underdeveloped properties;
 - ii. Increasing the City's tax base;
 - iii. Creating jobs;
 - iv. Retaining jobs, and
 - v. Any other identified public purpose that the appropriation might serve.
 - d. Completing a financial analysis showing projected financial returns to the City, if any, and the period over which the City will recoup the appropriation amount.
2. A finding by the Council that the development will promote safety, health, prosperity, moral well-being, peace, order, comfort, or the convenience of the Millcreek residents shall be adopted by Resolution citing the Study as evidence to support that finding.
3. The processes outlined in Utah Code Ann. § 10-8-2h will complete the final appropriation:

- a. If the appropriation is made as an amendment to the current year's fiscal budget, then the appropriation shall be approved according to the process outlined in Utah Code Ann. § 10-8-2(3)(d).
- b. If the appropriation is made as part of a future fiscal year budget, then the appropriation shall be approved during the regular annual budget process.

Millcreek Agreement – Millcreek proposes to make the following monetary appropriation for the Fiscal Year 2025/2026:

Millcreek Fire Proposal: Up to \$11,000

ANALYSIS:

On Friday, July 25th. It was horrendous, 24 apartments were totally destroyed, and residents were not even allowed to go back in to look for any belongings that might not have burned. These people had about three minutes to get out and didn't have time to grab anything and found themselves with just the clothes on their backs.

2 Our community has been amazing, donating physical items and people have been coming in to pick out things they might need but it became apparent quickly that the biggest need was financial.

Millcreek City set up a portal and as of Tuesday morning over \$50,000 had been donated with donations still coming in. We are going to cut it off on Monday.

At the City Council meeting on Monday, July 28th, the council voted to appropriate \$11,000 (\$500 for each unit) to add to the donations that had been received. Of the 24 units, one was unoccupied and the resident in one unit said he did not need any assistance). On Tuesday, we cut checks to each family (each apt unit) for \$3,229.03 which included the donations up to Tuesday morning and the city appropriation. After we cut off donations on Monday, the rest of those funds will be distributed.

As this is an emergency, the Millcreek City Council is seeking an expedited 10-8-2 study process for the \$11,000. The 10-8-2 study process involves also adopting the elements of the Millcreek Fire Emergency Plan.

CONCLUSION AND REQUIRED FINDINGS:

Millcreek City recognizes that the Utah State Government holds primary authority for coordinating recovery efforts under Utah Code §532a.

Millcreek City's role as a local government is to implement and oversee disaster recovery using state and federal resources.

Millcreek City will collaborate with local, regional, tribal, and federal governments, as well as the private sector and NGOs, to ensure an effective recovery for all.

GUIDING PRINCIPLES:

1. Transparency: Millcreek City prioritize transparency to build credibility with affected communities.
2. Equity: Millcreek City will ensure all communities have equal access to recovery resources.
3. Continuity: Millcreek City is committed to building local resilience as external assistance decreases.
4. Building Resilience: Millcreek City will enhance our communities' assets for a secure future.
5. Local Control: Local leaders will actively guide the recovery process.
6. Regional Collaboration: Millcreek City will leverage regional resources for maximum impact.
7. Prioritization: Millcreek City will equitably prioritize essential services like water, sewer, electricity, and shelter.

Emergency Municipal Powers:

- Enable rapid responses to public health crises, natural disasters, or civil unrest.
- Temporarily suspend regulations for emergency measures.
- Authorize the strategic allocation of resources for disaster response.
- Maintain clear communication with state and federal agencies.
- Enforce public safety measures as needed.
- Declare states of emergency to address urgent situations.
- Allocate resources to protect public health and safety.
- Communicate effectively with the public to ensure compliance.

The appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of Millcreek, a Utah Municipal Corporation, in economic development, job creation, affordable housing, blight elimination, job preservation, and preservation of historic structures and property, and any other

public purpose.

CONCLUSION:

The municipality of Millcreek's purpose for the appropriation and the adoption of to the Millcreek Emergency Fire Recovery Plan is to provide financial assistance toward the Health, Safety and Economic Well-Being of all residents of Millcreek, Utah, by accomplishing the following public purposes:

1. **HEALTH AND SAFETY:** All Millcreek residents have access to health and safety services and resources.
2. **ECONOMIC WELL-BEING:** All Millcreek residents have opportunities to provide a high quality of life for themselves and their families.

FINDING:

The appropriation is necessary and appropriate to accomplish Millcreek, a Utah Municipal Corporation's reasonable goals and objectives in economic development, job creation, affordable housing, blight elimination, job preservation, preservation of historic structures and property, and any other public purpose.

GENERAL LIMITING CONDITIONS:

Every reasonable effort has been made to ensure that this Study's data reflects accurate and timely information and is believed to be reliable.

- The Study is based on estimates, assumptions, and other information developed by Bonneville Research from its independent research effort, general knowledge of the region, primary data sources including Millcreek, the Utah State Tax Commission, and the Utah State Auditor's Office, and consultations with the Client's representatives.
- No responsibility is assumed for inaccuracies in reporting by the Client, its agents, or any other data sources used in preparing or presenting this Study. This report is based on information collected in July of 2025, and Bonneville Research has not undertaken any update of its research since that date. Bonneville Research makes no warranty that any of the values or results contained in this Study will be achieved. This report is not to be used for any public or private offering of securities or other similar purposes. This Study is qualified in its entirety and should be considered considering these limitations, conditions, and considerations.

Robert Springmeyer

Robert Springmeyer, the Principal of Bonneville Research, performed this 10-8-2 Appropriations Study.

Mr. Springmeyer is actively involved in the redevelopment and other economic impact projects. He has supplied independent financial and redevelopment analysis for numerous urban renewal agencies within the State and completed "Fair Value Analyses" for Holladay and South Salt Lake Cities. As the Chairman of Bonneville Research, Bob leads with influence and expertise. He has directed the Economic Analysis/Tax Studies completed for the Downtown Alliance, the Utah State Tax Review Commission, Salt Lake County, Brigham City, Salt Lake, Sandy, Bountiful, and South Jordan Cities, including the Urban Renewal Agencies of Salt Lake, Taylorsville, Holladay, South Salt Lake, Draper, West Jordan, Ogden, South Jordan, Sandy, and Murray. He is educated in Political Science, Economics, and Business Management and has consulted with local governments for over 40 years. He has been listed as Who's Who in Finance and Who's Who in the West.

MILLCREEK FIRE RECOVERY PLAN

Millcreek City recognizes that the Utah State Government holds primary authority for coordinating recovery efforts under Utah Code §532a. Our role as a local government is to implement and oversee disaster recovery using state and federal resources.

Millcreek City will collaborate with local, regional, tribal, and federal governments, as well as the private sector and NGOs, to ensure an effective recovery for all.

GUIDING PRINCIPLES

1. Transparency: We prioritize transparency to build credibility with affected communities.
2. Equity: We will ensure all communities have equal access to recovery resources.
3. Continuity: We are committed to building local resilience as external assistance decreases.
4. Building Resilience: We will enhance our communities' assets for a secure future.
5. Local Control: Local leaders will actively guide the recovery process.
6. Regional Collaboration: We will leverage regional resources for maximum impact.
7. Prioritization: We will equitably prioritize essential services like water, sewer, electricity, and shelter.

Emergency Municipal Powers:

- Enable rapid responses to public health crises, natural disasters, or civil unrest.
- Temporarily suspend regulations for emergency measures.
- Authorize the strategic allocation of resources for disaster response.
- Maintain clear communication with state and federal agencies.
- Enforce public safety measures as needed.
- Declare states of emergency to address urgent situations.
- Allocate resources to protect public health and safety.
- Communicate effectively with the public to ensure compliance.

MILLCREEK, UTAH
ORDINANCE NO. 25-34

**AN ORDINANCE APPROVING A NONMONETARY CONTRIBUTION OF SERVICES
TO RESIDENTS DISPLACED BY THE FIRE AT 4878 SOUTH 1300 EAST, KNOWN AS
WILLOW GLEN APARTMENTS**

WHEREAS, the Millcreek Council (“Council”) met in a regular session on August 25, 2025, to consider, among other things, approving a nonmonetary contribution of services to residents displaced by the fire at 4878 South 1300 East, known as Willow Glen Apartments; and

WHEREAS, Utah Code Ann. § 10-8-2 provides, among other things, that after first holding a public hearing authorizing nonmonetary assistance that the City may provide nonmonetary assistance that is not subject to the study requirement of Utah Code Ann. § 10-8-2(3) provided the assistance in any given fiscal year may not exceed 1% of the municipality's budget for that fiscal year; and

WHEREAS, the proposed nonmonetary assistance to residents displaced by the fire at 4878 South 1300 East, known as Willow Glen Apartments, consists of personnel time for, among other things, coordination of emergency housing services, coordination of volunteer services, coordination of collection and distribution of donations, and storage space (collectively the “Services”); and

WHEREAS, staff has advised the Council that the value of the Services does not 1% of the municipality's budget for that fiscal year; and

WHEREAS, on August 20, 2025, notice of a public hearing was posted on the Millcreek Website and the Utah Public Notice Website and as required by Utah Code Section 63A-16-601; and

WHEREAS, on August 25, 2025, the Council held the requisite public hearing to receive public comments concerning the contribution; and

WHEREAS, all interested persons in attendance at the public hearing were allowed to be heard, and written comments were solicited; and

WHEREAS, the Council finds that value of the Services is less than 1% of the City's budget for the fiscal year ending June 30, 2026; and

WHEREAS, the Council finds that it has satisfied all the requirements of Utah Code Ann. § 10-8-2 to make the contribution.

NOW, THEREFORE, BE IT ORDAINED by the Council that the Council approves and ratifies all Services provided to residents displaced by the fire at 4878 South 1300 East, known as Willow Glen Apartments.

This Ordinance, assigned Ordinance No. 25-34, 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 25th day of August, 2025.

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 25-34: AN ORDINANCE APPROVING A NONMONETARY
CONTRIBUTION OF SERVICES TO RESIDENTS DISPLACED BY THE FIRE AT 4878
SOUTH 1300 EAST, KNOWN AS WILLOW GLEN APARTMENTS was adopted the 25th day
of August, 2025 and that a copy of the foregoing Ordinance 25-34 was posted in accordance with
Utah Code 10-3-711 this _____ day of August 2025.

Elyse Sullivan, City Recorder



Millcreek City –
July 2025



UNIFIED
POLICE
GREATER SALT LAKE



Millcreek City-UPD

Current Staffing July 2025

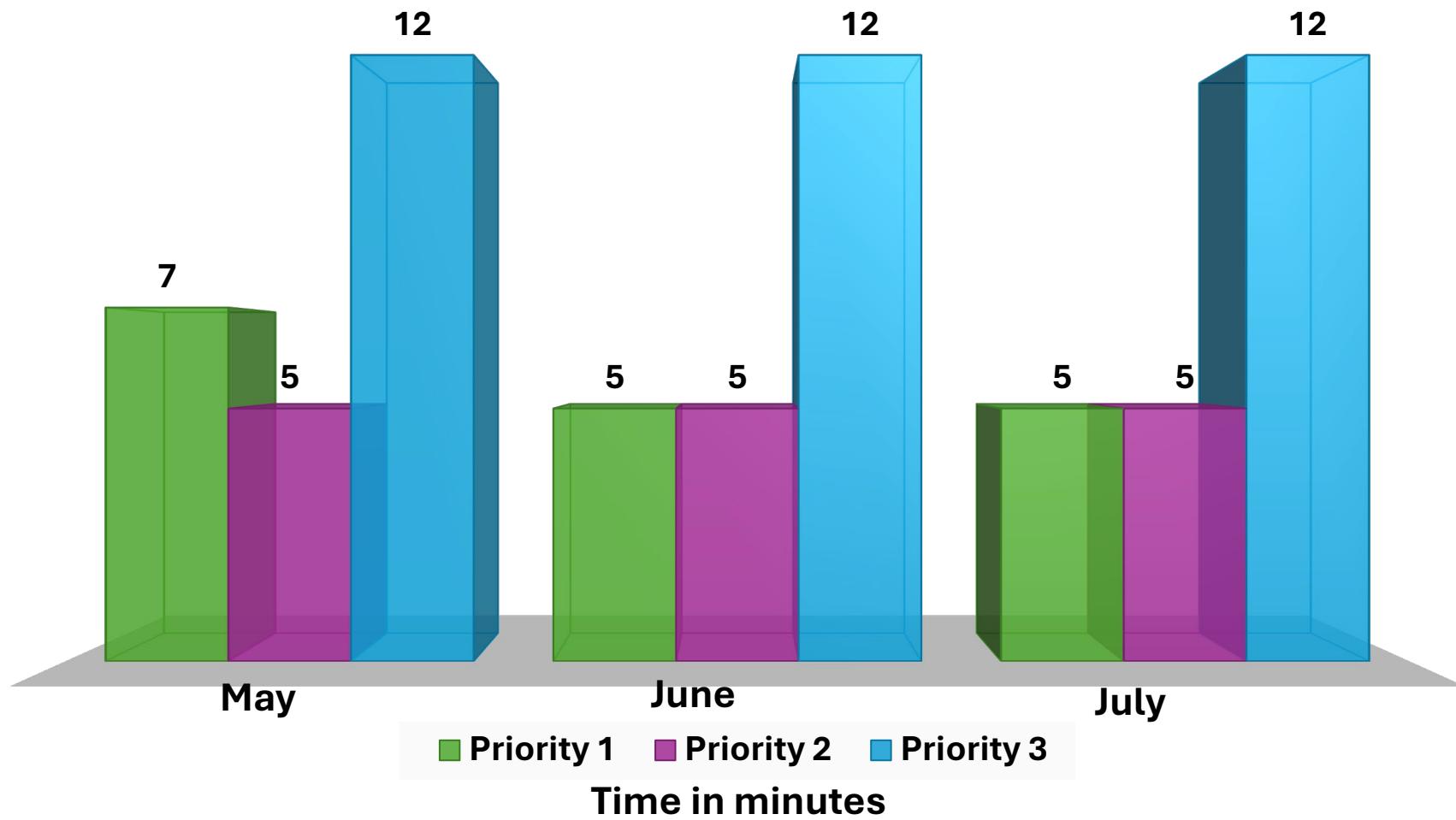
- True Vacancies 2
- Allocated to Millcreek (FTO/Academy/Future Start Date) 7
- Vacant Patrol Positions 5
- Vacant Specialty Positions 2
(Traffic/Investigations)

Updated 08/10/2025



Police Response Times

Millcreek



Salt Lake City Response Times

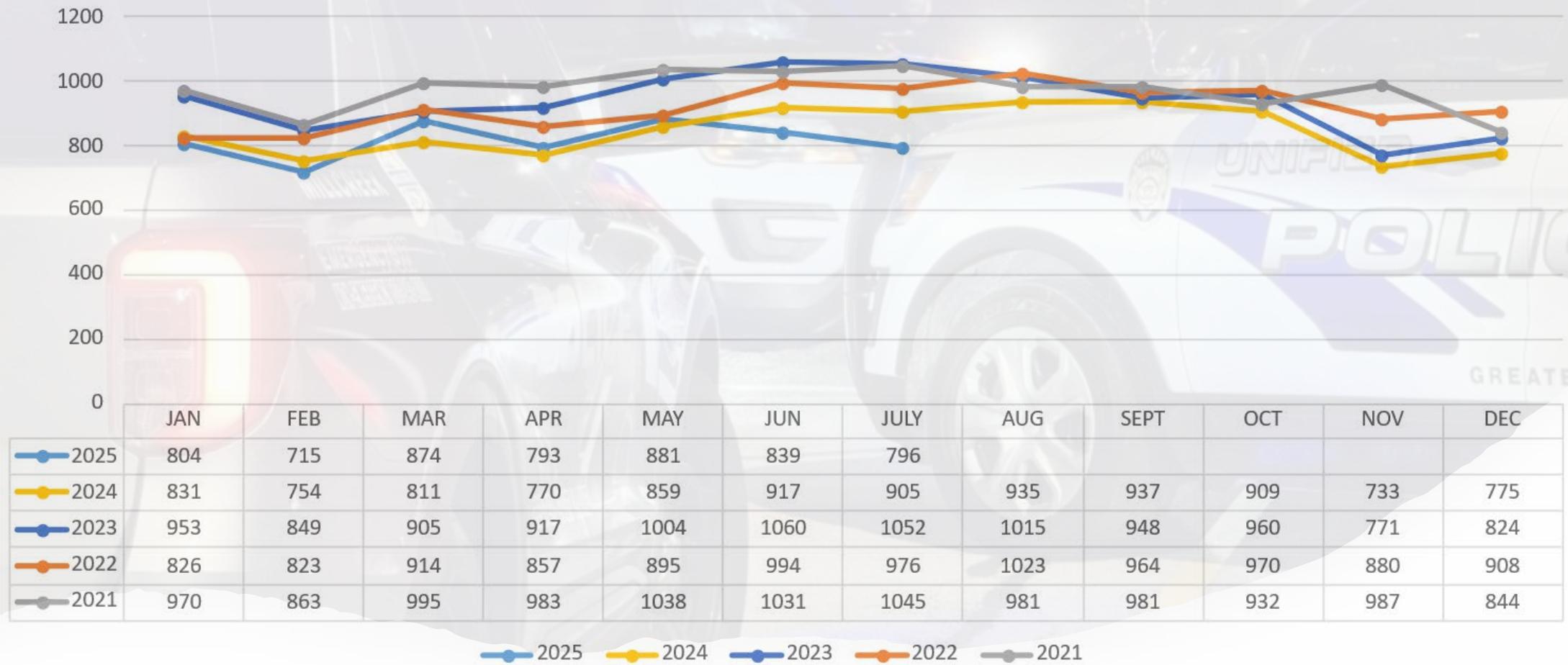
- Priority 1: 6:54
- Priority 2: 10:17
- Priority 3: 23:52

*July 2025

- **Priority 1 (Emergency)**
Immediate threats to life, safety, or serious property damage.
- **Priority 2: (Urgent)**
Situations requiring a quick response but not posing an immediate danger to life.
- **Priority 3: (Routine)**
Non-urgent calls that do not involve immediate risks.

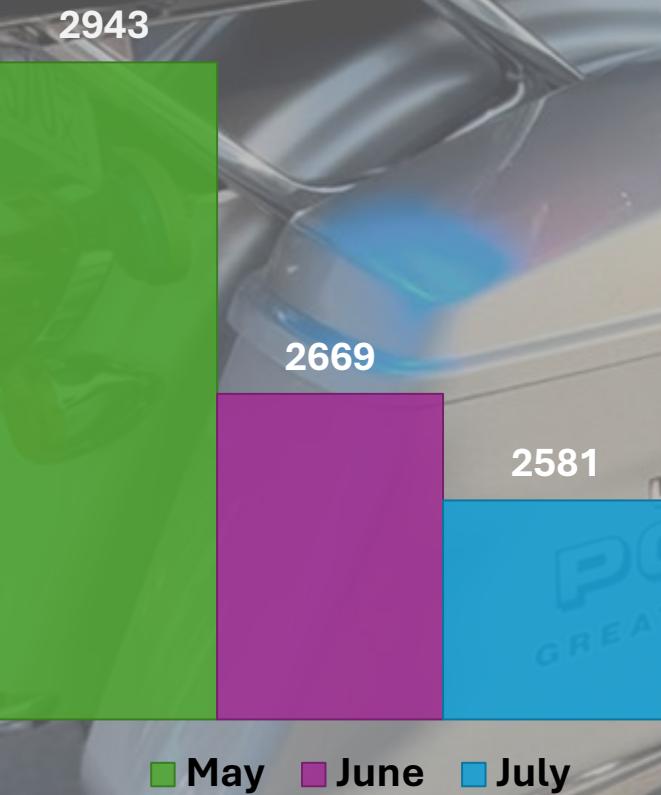
Millcreek City

Millcreek Precinct Case Trend
2021-2025

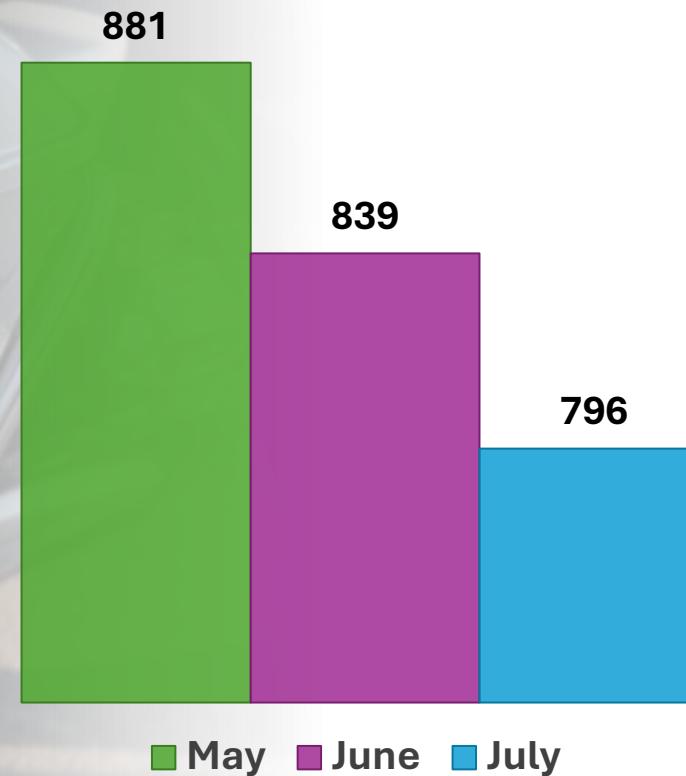


Millcreek City

Calls for Service



New Police Reports



TRANSIENT CALLS

Transient

18



Millcreek Unified Police

July 2025

MENTAL HEALTH CALLS

Mental Health Calls

56



Millcreek Unified Police

July 2025

Directed Enforcement Unit (DEU)

Operational Summary

20 Arrests
17 Search Warrants
3 Stolen Vehicles

SIEZED

10 Firearms
3 lbs. Marijuana
2 lbs. Dab (THC)
4 oz. Psilocybin Mushrooms
32.35 g Methamphetamine
9,000 Fentanyl Pills (\approx 2 lbs.)
\$21,654 U.S. Currency



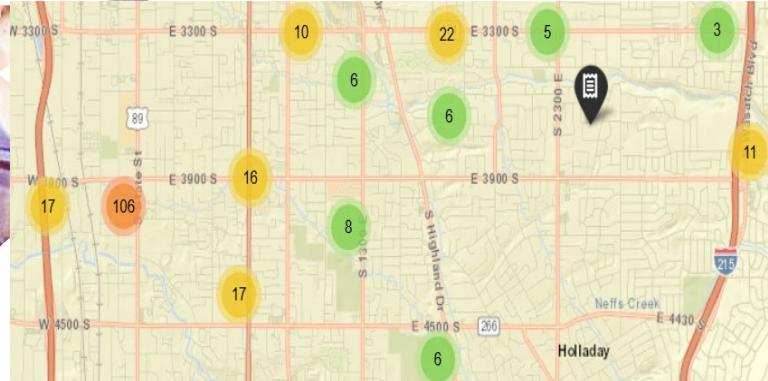


Millcreek City-UPD Traffic Stats

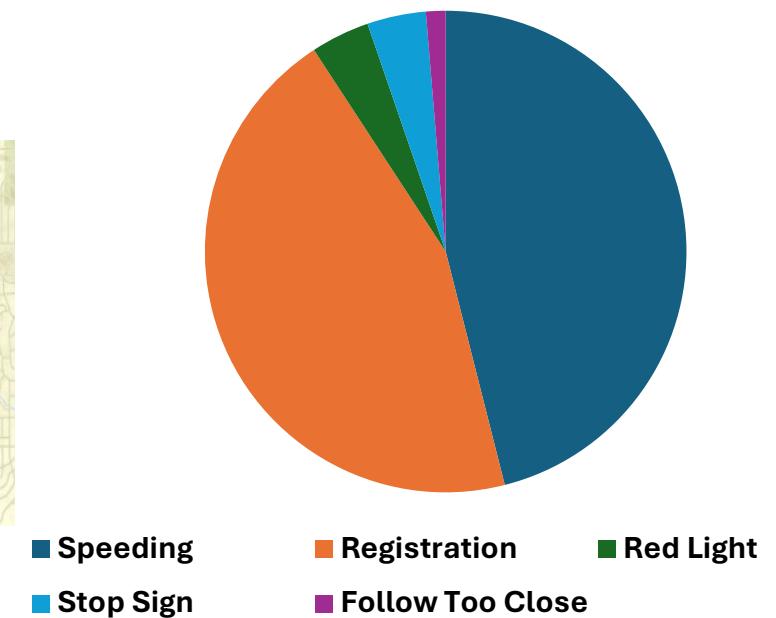
July 2025

	<u>Jul 25</u>	<u>Jun 25</u>
• Traffic Stops	296	293
• Citations Issued	152	139
• Warnings Issued	111	114
• DUI Arrests	9	10
• Accidents Reported	71	90
• Pedestrian/Bicycle	3	3

Traffic Stop Locations (July 2025)



Citation Heat Map



Unified Police Special Operations

July 2025

SPECIAL WEAPONS AND TACTICS (SWAT)		K9 UNIT	
New Call Outs	0	NEW	12
CRASH ACCIDENT RECONSTRUCTION UNIT		Disturbance	1
(CAR Team)		Person Crime	2
Call Outs	5	Medical / Fire Assist	1
Drone Unit (Millcreek)		Property Crime	-
Operations	4	Weapon Offense	1
Hours	4:50h	Government Offense	2
		Traffic Offense	3
		Mental Subject	-
		Drug Offense	1
		Public Relations	-
		Fugitive / Warrant	1

Unified Police Investigations

Millcreek Precinct

July 2025

VIOLENT CRIMES UNIT (VCU)

TOTAL ACTIVE CASES	208
NEW	7
Homicide / Suspicious Death	-
Death Investigation	1
Felony Assaults	3
Misd. Assault / Threats	1
Kidnap / Attempt	1
Robbery	-
Other / Stalking	1

Unified Police Investigations

July 2025

Millcreek Precinct

NEW CASES

Assault	46	Homicide	0
Burglary	6	Larceny	65
Drug Offenses	17	Robbery	1
Family Offense	66	Sex Offense	6
Fraud	31	Stolen Vehicles	6

During the month of July, Millcreek Precinct detectives were **assigned 37** cases, and **10** of those cases were submitted for charges to Holladay Justice Court or 3rd District

July 2025 Community Oriented Policing (COP) Event

Total Events: 6 

Total Engagement Time: 26 Hours

◆ Individual Events:

07/03 – Independence Eve –
Millcreek Commons

07/04 – 4th of July Parade – Millcreek City

07/11 – Venture Night Out – Scott Park

07/18 – Venture Night Out – Tanner Park

07/24 – Pie and Beer Day –
Millcreek Commons

07/25 – Venture Night Out –
Sunnyvale Park







**Minutes of the
Millcreek City Council
July 28, 2025
6:00 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 28, 2025, 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, left at 7:02pm)
Thom DeSirant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4

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
Kayla Mayers, Promise Program Director
Lisa Dudley, HR-Finance Director (electronic)

Attendees: Nancy Carlson-Gotts, Rick Hansen, Gregg Golden, Chief Petty-Brown, Chief Zach Robinson, Chief Jon Wilde, James Kelsey, Pam Roberts, Paul Wood

WORK MEETING – 6:00 p.m.

TIME COMMENCED: 6:01 p.m.

Mayor Silvestrini called the work meeting to order.

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

Mayor Silvestrini expressed appreciation for the work UFA did on the recent apartment buildings fire in Millcreek and noted UFA would give a report on it during the regular meeting.

Chief Robinson reported during that the second quarter, UFA responded to 1,484 total incidents within city boundaries, with 479 classified as emergent—approximately 32% of all calls, a slight decrease from the previous quarter. Call volume showed a steady increase from April to June, correlating with warmer weather and school closures. Incident totals have remained consistent over the past three years. The department responded to 10 structure fires, 10 vegetation fires, and various other fire-related calls. Emergency medical responses were dominated by falls, sick person reports, head injuries, breathing issues, and vehicle accidents, typical for the area. The department received mutual aid support for 66 incidents and handled

a range of public services and false alarm calls. Station 101 remained the busiest, with Engine 101 and Ambulance 101 leading in call volume. Ambulance 104 responded frequently due to the absence of an ambulance at Station 112, with part-time ambulances supplementing coverage. Response times improved slightly, with a 50th percentile arrival time of 4 minutes, 35 seconds, and 90th percentile at 7 minutes, 8 seconds. The department also highlighted a sharp rise in wildland fires across the state, with over 672 reported and more than 100,000 acres burned, 462 of which were human-caused. Fire restrictions are in place on public lands, and residents are urged to exercise caution. The July 4th holiday was managed with increased staffing and patrols, resulting in no significant incidents. A new low-acuity unit staffed by EMTs was launched August 1 to improve response efficiency by handling non-life-threatening calls and reducing strain on busier units, especially at Station 101. Additionally, a fourth battalion was added to improve coverage and reduce the span of control for battalion chiefs, allowing for faster response times and more focused oversight.

A reorganization of the UFA liaison program also took place, with each liaison now covering five cities instead of one. Battalion Chief Jon Wilde was introduced as the new liaison for Millcreek, bringing extensive experience and familiarity with the area after serving at Stations 101 and 112. Outgoing liaison Chief Robinson expressed gratitude for his time in the role and welcomed Chief Wild to his new responsibilities. Battalion Chief Wilde introduced himself to the council. The council welcomed Chief Wilde and thanked Chief Robinson for his work with Millcreek.

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

James Kelsey, Sustainability Coordinator, said Millcreek currently maintains a 23% waste diversion rate, unchanged from last year and above the district's 18% goal, making it the highest-performing curbside-only city in the district. Millcreek represents 18% of the district's customer base and contributed 8,830 total tons of waste through Q2 of 2025, a slight decrease of 212 tons from the previous year. Recycled tonnage came in at 1,561 tons, down 82 tons from last year and representing 16% of total district recyclables. Green waste increased by 18 tons to 825 tons, due to 127 new customers joining the green waste program, accounting for 27% of the district's green waste tonnage—well above what would be expected based on population. Notably, Millcreek accounts for 51% of the district's glass recycling tonnage, despite having only 7.3% of curbside glass subscribers; this strong performance is attributed to multiple central drop-off sites within the city.

Millcreek also ranks as the second-cleanest city in the district for recycling, narrowly behind Cottonwood Heights. Clean recycling significantly reduces processing costs, which are impacted by contamination rates. Common contaminants include plastic films, tarps, scrap metal, Styrofoam, food waste, and automotive parts. The city combats contamination through public outreach, school events, route audits, and driver reports, which have increased by 42% from the previous year. Contaminated cans are tagged and left un-serviced, followed by inspection and resident outreach to ensure compliance. As a result, Millcreek's clean recycling rate improved from 80% in Q2 2024 to approximately 86% in Q2 2025.

To better illustrate the environmental impact of recycling efforts, the district uses EPA-based calculations to estimate resource savings. Based on the 1,561 tons of recyclables collected in Millcreek, the city is estimated to have saved 7.8 million gallons of water, preserved 18,055

trees, conserved 6,013 megawatt-hours of electricity, avoided 3,107 metric tons of greenhouse gas emissions, and diverted 2,601 cubic yards of landfill space. These figures underscore the significant environmental benefits of Millcreek's recycling and diversion programs.

Pam Roberts provided updates on several key programs and organizational changes. She began by announcing the return of the highly popular seasonal container reservation, or "scrap" program. Postcards to residents began mailing on July 28, with Millcreek's delivery window scheduled from August 28 to September 26. A new tiered reservation system was introduced this year to prioritize residents who were previously waitlisted. With 10 current drivers, the program can deliver up to 60 containers per day, far fewer than in past years when a larger staff supported the program. The shift to the current container-based model, rather than the old street-pile system, has improved safety and operational efficiency.

Roberts also shared that she will be retiring at the end of September and thanked the council and community for their support. As part of the succession planning efforts, the district has conducted leadership retreats and engaged a consultant to ensure a smooth leadership transition. The board recently extended an offer to a new general manager, who accepted and will begin August 25, allowing for a month-long transition period. The organization is focused on key priorities such as mission alignment, service delivery, fee sustainability, and future truck procurement. While financial advisors recommended additional fee increases in 2026 and 2027, the district plans to delay any increases until 2028 due to current fiscal stability. Challenges were noted with selling aging CNG trucks, primarily due to limited market demand and infrastructure. Diesel vehicles are now being prioritized for replacement. Roberts said communication, accountability, and consistency remain top leadership priorities, symbolized by "elephants in the room" placed in management meetings to ensure these values stay front and center.

The mayor and council expressed appreciation to Roberts for her work.

3. Community Councils and the Utah Open and Public Meetings Act; Francis Lilly, Assistant City Manager

Francis Lilly shared findings and recommendations regarding the legal status and future structure of the community councils in the city. Following a training in January 2024 that featured representatives from the Utah League of Cities and Towns and the Utah Property Rights Ombudsman, concerns were raised about whether community councils qualify as public bodies under state law. In August 2024, the Ombudsman issued an informal opinion affirming that Millcreek's community councils meet the definition of public bodies and are therefore subject to the Utah Open and Public Meetings Act (OPMA). This determination was based on the councils' unique status under city ordinance, which grants them formal roles in making land use and budget recommendations, among other functions.

If enforced, OPMA compliance would require community councils to post meeting agendas in advance, record and publish minutes, adopt and submit bylaws to the City Council, and manage all communications and documents under public record laws (GRAMA). Staff warned that this would create logistical and financial burdens, potentially undermine the councils' independence, and alter their grassroots nature, turning them into more formal entities, similar to planning commissions. This could also expose the city to procedural liabilities if requirements are not met.

As an alternative, staff proposed adopting a model used by Salt Lake City, which replaced formal community councils with more loosely defined “Recognized Community Organizations” (RCOs). RCOs operate independently but still receive project notices and can provide feedback to the city. They are not required to hold official elections or adhere to the formalities of public bodies, giving them greater flexibility in how they function and organize themselves. This model allows broader stakeholder involvement, including businesses, and has proven effective in maintaining public engagement without legal complications.

Staff emphasized two main goals moving forward: (1) preserving the valuable advisory role of community councils, and (2) involving them collaboratively in revising city code to reflect a more flexible, less formal structure. They proposed a timeline for implementing changes by December 2025, allowing sufficient time for transition and bylaw updates. Ultimately, the recommendation is to reduce regulatory oversight while maintaining the councils’ ability to offer meaningful recommendations, honoring their legacy and enhancing operational sustainability for both the city and the councils themselves.

Mayor Silvestrini expressed appreciation for the important role community councils have played in Millcreek’s civic life, emphasizing their historical roots and longstanding contributions to the community. While acknowledging the informal opinion from the Utah Property Rights Ombudsman, which concluded that community councils may be considered public bodies subject to OPMA, the mayor voiced concern and disagreement with aspects of that conclusion. Specifically, the mayor took issue with the claim that community councils were created by the city, clarifying that they were not, though the city has granted them certain authorities and formal recognition within city processes.

The mayor raised concerns about the potential burden of full OPMA compliance on these volunteer-led organizations, which have limited resources. Requirements such as public notice postings, formal minutes, meeting recordings, and strict procedural standards could impose undue pressure and reduce the flexibility and independence that have been key to their effectiveness. The mayor also noted that requiring consistent city staff presence at council meetings might inadvertently stifle open dialogue, particularly since community councils have historically served as watchdogs of local government, something that could be compromised by increased formal oversight.

While open to revisiting and modernizing the city’s relationship with community councils, the mayor emphasized the importance of maintaining the spirit of community-led input and not sacrificing the councils’ unique character. The mayor acknowledged the Salt Lake City RCO model as a possible alternative but stressed that any changes should be developed collaboratively with the councils themselves. The mayor concluded by affirming the value that community councils bring to planning and development discussions and reiterated the need for a thoughtful, community-driven process before adopting any formal changes.

Council Member Jackson said the community councils provided valuable input, but she wanted to comply with law. Council Member Uipi agreed. She asked if community council boundaries could align with council district boundaries. Council Member Jackson said the boundaries would not impact the Ombudsman’s opinion. Mayor Silvestrini said they are private organizations, and the city does not set their boundaries. He noted how large the

Millcreek Community Council boundaries are. Lilly said he would meet with each community council to discuss the issue in September.

4. Staff Reports

There were no reports.

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

There was none.

Council Member DeSirant moved to adjourn the work meeting at 7:02 p.m. Council Member Uipi seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:08 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 then took a moment of personal privilege to report that on July 25, a devastating fire destroyed 24 units of moderate-income housing in the city, leaving residents displaced and without access to personal belongings or pets. The mayor expressed deep emotion and concern for the individuals affected, while also emphasizing immense gratitude that there was no loss of human life. The fire, described by seasoned firefighters as unprecedented in scale and intensity, was met with a heroic response from the Unified Fire Authority (UFA) and the Unified Police Department (UPD), who quickly evacuated residents and extinguished the blaze. In addition to first responders, the broader community played a significant role in the aftermath. A proclamation recognizing the city's commitment to volunteerism was highlighted, with the sixth floor of city hall filled with donated clothing, hygiene items, and supplies for victims. The city also launched a formal donation platform to assist impacted families with relocation and recovery expenses. The mayor praised the overwhelming community support and announced that both the fire and police departments would provide further updates on the incident during the meeting.

Chief Robinson reported that as a result of a field fire that broke out on Friday, July 25, four apartment buildings at the Willow Glen Apartment complex were completely destroyed, each containing 12 units. A total of 41 residents were displaced. Fortunately, there were no reported civilian injuries. In addition to the buildings, three vehicles and an apartment storage structure were also lost. A temporary shelter was established by the Red Cross at a nearby church, but it was closed Friday night after all residents were able to secure alternative housing. The shelter reopened on Saturday to continue supporting displaced residents. Due to the extent of the damage, residents of the destroyed buildings were informed on Saturday that they would not be allowed to return to recover personal

belongings or pets for safety reasons, while residents of the undamaged buildings were permitted to return at 3 p.m. that same day. The fire developed at a staggering pace—initially reported at 1:40 p.m. as a field fire, it escalated within minutes to threaten and engulf nearby apartment structures. By 1:52 p.m., evacuations were underway, and by 2:18 p.m., the roof of the first building had collapsed, followed shortly by the second. The rapid escalation left firefighters unable to prevent the fire from reaching the buildings due to severe conditions. The report concluded with an introduction to Chief Wilde, the initial incident commander, who would provide further insight into the event.

Battalion Chief Wilde, the initial incident commander, provided a detailed account of the fire. Upon his arrival, the fire was approximately a quarter-acre in size and burning on both sides of an access road, spreading at a moderate rate. He immediately ordered evacuations, recognizing the potential threat to the apartment buildings. However, a sudden gust of wind significantly accelerated the fire's spread, making it impossible to contain despite the rapid arrival of multiple firefighting units. Within minutes, the fire moved through grass, brush, and large cottonwood trees, overwhelming the scene. Despite limited resources, crews and police partners successfully evacuated residents with no reported injuries. The fire continued to leap across the area, sparking additional spot fires, including one that threatened nearby homes, which were ultimately protected by additional responding units. Within ten minutes, a strong firefighting force had assembled, including battalion chiefs, Type 1 and Type 6 engines, and a tactical water tender—an effort aided by Holladay staffing increases. Nearly every fire agency in the valley, including Park City, responded to either assist directly or cover other stations. Unified Fire Authority's wildland resources were also essential in addressing hazard trees and flare-ups. On the following day, as fire operations came under control, crews were able to rescue pets trapped in the damaged buildings, with support from the animal rescue group "Whiskers," which used traps and drones to locate missing animals. Notably, two cats were successfully recovered. He also noted four firefighters were treated on scene for minor smoke inhalation.

UPD Chief Christine Petty-Brown reported that on July 25, 2025, at approximately 1:44 p.m., multiple 911 calls reported a rapidly growing brush fire near the Willow Glen Apartments. Flames reached 15–20 feet and were within 30–40 feet of the buildings. UPD officers quickly responded, evacuating four apartment buildings and coordinating with the UFA, which began suppression efforts. Two southern apartment buildings ultimately caught fire and were declared total losses, with limited parking access initially hampering firefighting operations until UPD cleared space for additional equipment. Residents were relocated to a nearby church, where the Red Cross provided shelter, food, and medical aid. During this response, a second, unrelated fire was discovered about 400 yards away, prompting the evacuation of nearby homes and dispatch of additional UFA units. Off-duty Millcreek officers were called in to assist with patrol duties, allowing for uninterrupted police operations coordinated under unified command. Night operations included continued road closures, resident escorts to safe buildings, and police presence at the Red Cross shelter. A department-wide email requesting personnel was quickly answered. On Saturday, UFA, Millcreek officials, building management, the Red Cross, and emotional support services met regularly to coordinate response efforts. Drone support helped provide visual assessments of damage. UPD maintained scene security and traffic control until fencing was installed, and UFA no longer required exterior

support, concluding around 3 p.m. Saturday. The scale of the incident required patrol resources from multiple UPD precincts—Millcreek, Holladay, Brighton, Emigration, Kearns, and Midvale—as well as assistance from Murray PD, the Sheriff’s Office, and Utah Highway Patrol, totaling about 37 officers. The Millcreek Investigations Unit covered routine calls during the event. Leadership commended officers for their dedication and noted that recent joint incident command training with UFA was instrumental in the effective response.

Mayor Silvestrini said in the aftermath of the fire, Millcreek played a critical role in supporting displaced residents through a coordinated team effort. City employees, including several department heads, were present at the emergency shelter from the onset of the incident, providing immediate assistance and logistical support. The Church of Jesus Christ of Latter-day Saints generously offered a nearby chapel to serve as the emergency shelter, which, although not used overnight, became a central hub for coordination and support. Kayla Mayers, Director of Millcreek Promise, led efforts to collect contact information from affected families and begin assessing their needs. The American Red Cross deployed at least five volunteers to assist with shelter operations, providing cash disbursements, food, water, and other essential supplies. The outpouring of generosity from Millcreek residents was so significant—ranging from donated meals to supplies—that volunteers eventually had to turn people away due to space limitations. Mayor Silvestrini expressed deep appreciation for Mayers and her team’s unplanned but tireless work over the weekend, recognizing the dedication of both city staff and community partners in responding compassionately and effectively to the crisis.

Kayla Mayers said thanks to prior emergency management training, she felt prepared to step in and support fire-affected residents following the incident. She visited the fire scene Friday to assess needs, and returned Saturday to the evacuation site, where she partnered with the American Red Cross to directly assist displaced individuals. With her department’s experience in helping residents secure housing and essential items, Mayers spent the day gathering information on immediate needs like clothing and longer-term housing assistance. Many residents fortunately had temporary places to stay, allowing the city time to coordinate lasting solutions. On Sunday, Mayers helped close the evacuation site and began organizing the influx of donations arriving at City Hall. She and her team spent Monday sorting supplies and preparing the sixth floor to serve as a resource hub for affected individuals. In addition, they began coordinating with housing partners, tracking availability, and working with the city’s finance department to distribute donated funds quickly to those in need. The Promise team is now positioned to assist residents with basic necessities, connect them to housing resources, and begin issuing financial support as early as Tuesday or Wednesday.

Mayor Silvestrini thanked Mayers and Rita Lund, Communications Director, Jim Hardy, Building Official, and other city staff for their efforts in the aftermath of the fire. Council Member Uipi echoed sentiments on resident and staff support. Council Member Jackson noted Home Depot donated a lot of supplies for the fire victims. Mike Winder emphasized that monetary donations were the most helpful at present to give to the victims. At that point in time, the city had raised \$41,000+ in donations.

1.2 Unified Police Department Millcreek Precinct Officer of the Month for June 2025

Chief Petty-Brown announced Gregg Golden as Employee of the Month for June 2025. In June, Golden demonstrated exceptional initiative and leadership by developing and launching an intern program for the agency, all while maintaining his regular duties. He proactively reached out to multiple universities and colleges, organized and conducted several interviews, and successfully secured the agency's first intern to support the mental health unit, a significant milestone in expanding community services. Throughout this effort, Golden continued to manage his mental health caseload with dedication and provided consistent support to the patrol division on mental health-related calls. His work reflects the core values of the agency and establishes a strong foundation for future partnerships with academic institutions. Mayor Silvestrini thanked Golden for his work.

1.3 Commitment to Volunteerism Proclamation

Mayor Silvestrini proclaimed the following:

*PROCLAMATION
COMMITMENT TO VOLUNTEERISM IN MILLCREEK*

WHEREAS, the Millcreek City Council (“Council”) firmly believes that the values of compassion, empathy, and community support are the foundation of a united, harmonious society and foster connections that transcend differences; and

WHEREAS, the strength and prosperity of Millcreek is based on the selflessness of its residents to serve and uplift one another; and

WHEREAS, the Council acknowledges the profound impact that can be achieved when people extend a helping hand to their neighbors, especially those of diverse backgrounds, and lift them up and collectively work to improve lives; and

WHEREAS, Millcreek has departments within the city that leverage the power of volunteerism, such as the Promise Program and Emergency Management; and

WHEREAS, Millcreek nurtures a culture of giving within the city, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, the Council urges all residents to care for one another, volunteer, and engage in acts of service and kindness that contribute to Millcreek's betterment and its inhabitants' well-being, regardless of background or belief; and

WHEREAS, Millcreek has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism.

NOW, THEREFORE, BE IT PROCLAIMED that Millcreek commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

ADOPTED on this the 28th day of July 2025 in Millcreek, Utah.

Council Member Jackson moved to adopt this commitment to volunteerism in Millcreek. Council Member Uipi seconded. Mayor Sivlestrini called for the vote. Council Member

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

Paul Wood, area administrator from JustServe, said they were honored to partner with Millcreek.

1.4 Public Comment

Elyse Sullivan read an online comment in regard to support for fire victims received from Merri-Sue Cardwell, *"We greatly appreciate that our car was towed to safety, but it ended up incurring about \$600 in charges for us. We would appreciate it this was addressed. Thank you."*

2. Business Matters

2.1 Discussion and Consideration of Resolution 25-30, Approving the Use of Up to \$12,000 for Relocation Costs for Residents Displaced by the Fire at 4878 South 1300 East, Known as Willow Glen Apartments, and to Amend the Budget to the Extent Necessary to Achieve the Purpose of the Resolution

Mayor Silvestrini said the initiative, brought forward in response to the urgent and devastating nature of the incident, would provide \$500 to each of the 22 displaced households, after confirming that one unit was vacant and another resident declined assistance. The funds are intended to help cover deposits, increased rent, and replacement of personal belongings or vehicles, though the amount will not fully meet the extensive financial needs resulting from the fire. The mayor acknowledged this is not a typical municipal action but emphasized the extraordinary circumstances and the city's commitment to supporting affected residents. This funding would supplement the \$41,000 already raised through community donations, and budget adjustments may or may not be needed depending on the council's decision.

Lisa Dudley presented four funding options to support the proposed disbursement of \$11,000–\$12,000 to assist residents displaced by the Willow Glen Apartments fire. Option 1 involves simply increasing the city's use of fund balance in the fiscal year 2026 budget, currently set at \$728,876, to accommodate the additional expenditure, which would be allocated through the Promise Department's program budget. Option 2 reallocates a portion of the \$125,000 set aside for the city's upcoming 10-year anniversary legacy project to the Promise Department for fire relief. Option 3 proposes reducing the newsletter postage budget, which is currently over-appropriated due to a newly secured bulk mail rate, and shifting the excess funds to fire relief. Option 4 distributes the needed amount across several existing budget line items by identifying areas where departments had requested more funding than necessary, effectively trimming minor excesses citywide to cover the expense. The council may choose any of these approaches, and the resolution will be amended accordingly.

The council recommended option 3 of the four options presented. Dudley noted the donations would be acknowledged in the next budget amendment as separate line items, public and private. Donations would amount to about \$2300 per apartment unit and checks would be issued the following day. A second round of checks would be issued once donations stopped.

Council Member DeSirant moved to approve Resolution 25-30, Approving the Use of Up to an amended \$11,000 for Relocation Costs for Residents Displaced by the Fire at 4878 South 1300 East, Known as Willow Glen Apartments, and to Amend the Budget to the Extent Necessary to Achieve the Purpose of the Resolution. Council Member Uipi seconded.

Council Members DeSirant and Uipi, and the mayor offered words of comfort to the victims. The city may not be able to provide monetary assistance in every disaster instance, but the council felt this was appropriate.

The Recorder called for the vote. 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. Reports

3.1 Mayor's Report

The mayor reported on the bond rating from Standard and Poor being AA+.

3.2 City Council Member Reports

Council Member Uipi reported she attended the Asian American Pacific Islander Elected Officials Lead Summit in Georgia. Council Member Jackson reported she attended the Cayon Rim Day of Service where 5,000 early intervention kits were assembled for second graders in Granite School District.

3.3 Treasurer's Report

Council Member Jackson reported that as of July 28, 2025, the city's finances remain healthy, with a combined cash balance of \$38,505,763, consisting of \$697,475 in the operating account and \$37,808,288 in the PTIF state investment fund. Since the fiscal year began on July 1, no property tax revenue has been received yet, which is expected and not a concern. However, the city has already collected \$1,179,144 in general sales tax and \$125,810 from building permits, bringing total general fund revenue to \$1,893,199. On the expenditure side, the city has issued \$2,463,623 in checks, processed 12 bank drafts totaling \$240,444, and completed two payroll periods totaling \$363,038. The City's financial management remains strong, thanks to the diligent efforts of staff in tracking revenue and expenses and maintaining accurate, reconciled budgets.

3.4 Staff Reports

Mike Winder reported construction for Millcreek Common Phase II would begin that week.

3.5 Unified Police Department Report

Chief Petty-Brown reported the crime statistics for June 2025. She reported the department has three true vacancies, with six additional positions encumbered in the budget currently undergoing training—four in patrol and two in specialized units (traffic and investigations). Response times remain within standard benchmarks: five minutes for Priority 1 and 2 calls, and twelve minutes for Priority 3. Crime trends continue to decline, aligning with broader statewide and national patterns, including a drop in violent crime and overall calls for service. In June, there were 2,669 calls for service, 839 police reports, and there was some reporting issues limited full data accuracy on the booking arrests. The department responded to 34 transient-related calls, 70 mental health incidents, and executed 18 search warrants, resulting in 15 arrests and recovery of three

stolen vehicles, along with various drug seizures. The traffic unit conducted 293 stops, issuing 189 citations and 100 warnings, with primary violations including speeding, registration issues, red-light violations, and stop sign infractions. There were also 10 DUI arrests, 19 accidents, and three pedestrian or bicycle-related incidents. Special Operations saw no new SWAT callouts, but responded to three crash reconstructions, five drone operations, and several K9 deployments. Shared services supported one suspicious death case, five death investigations, and multiple felony and special victim cases. Within the Millcreek precinct, notable activity included 29 assaults, 6 burglaries, 12 drug offenses, 75 family-related incidents, 23 fraud cases, 57 larcenies, 1 robbery, 4 sex offenses, and 9 stolen vehicles. Detectives were assigned 41 cases, with 11 submitted for charges. Community outreach included participation in eight events over 30 hours, including Juneteenth celebrations, Pride events, and visits with the department's ice cream truck to local neighborhoods and parks.

4. Consent Agenda

4.1 Approval of July 14, 2025 Work Meeting and Regular Meeting Minutes

Council Member Jackson moved to adopt the minutes for July 14, 2025. Council Member DeSirant seconded. Mayor Silvestrini called for the vote. 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 was none.

6. Calendar of Upcoming Meetings

- Mt. Olympus Community Council Mtg., 8/4/25, 6:00 p.m.
- Millcreek Community Council Mtg., 8/5/25, 6:30 p.m. – meeting August 12th
- Canyon Rim Citizens Association Mtg., 8/6/25, 7:00 p.m.
- East Mill Creek Community Council Mtg., 8/7/25, 6:30 p.m.
- City Council Mtg. 8/11/25 7:00 p.m.

The council mentioned upcoming events.

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 8:21 p.m. Council Member DeSirant seconded. Mayor Silvestrini called for the vote. Council Member DeSirant voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

APPROVED: _____ Date
Jeff Silvestrini, Mayor

Attest: _____ Elyse Sullivan, City Recorder



**Minutes of the
Millcreek City Council
August 11, 2025
6:00 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 August 11, 2025, 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 (excused)
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
Francis Lilly, Assistant City Manager
John Brems, City Attorney
Kurt Hansen, Facilities Director
Rita Lund, Communications Director
Carlos Estudillo, Planner
Kayla Mayers, Promise Program Director

Planning Commissioners: Diane Soule, Dwayne Vance, Christian Larsen, Nils Per Lofgren, Shawn LaMar, Victoria Reid (electronic)

Attendees: Peter Frost, James Alfandre, Jordan Dejarnett, Chief Petty-Brown, Laura Renshaw, Jory Walker

WORK MEETING – 6:00 p.m.

TIME COMMENCED: 6:02 p.m.

Mayor Pro Tempore Uipi called the work meeting to order.

1. Joint Planning Commission Meeting:

Francis Lilly said there are currently two projects subject to the City Center Overlay Development Agreement Zone (CCOZ-DA) concept, the Villa Vista project and the Millcreek Common East project. As part of the required process, both projects will participate in informal meetings with the Planning Commission and City Council. These meetings, consistent with past practice, are intended to gather initial impressions and provide early guidance to the applicants as they prepare formal submissions. The Villa Vista project is expected to submit its application soon, in time for the September meetings, while the Millcreek Common East project is anticipated to follow with its application the following month.

Carlos Estudillo gave an overview of the CCOZ-DA process. The process provides an opportunity for properties within the zone to pursue flexible development options that may not strictly align with underlying code requirements. A development agreement must be recommended by the Planning Commission and approved by the City Council, and applicants must meet specific public benefit criteria to qualify. The agreement serves as a tool to enable enhanced design or features not explicitly addressed in the code, provided that the proposal delivers clear public benefits. To qualify, a project must meet at least one of several public benefit standards, such as offering enhanced open space (minimum 1,000 square feet or 10% of the lot area), providing publicly accessible parking (at least 100 spaces), or including affordable housing (a minimum of 20% of units priced at or below 80% of the area median income, along with qualification for incentives under the city's affordable housing ordinance). Notably, requests involving signage or building height alone are not eligible for development agreements.

The process begins with a pre-application phase, which includes a neighborhood meeting (with residents within 600 feet), a community council meeting (such as the Millcreek Community Council), and a joint work session with the Planning Commission and City Council. This phase is designed to gather input, identify potential concerns, and lay the groundwork for a formal application. Following the pre-application, the formal process includes review by the community council, a public hearing and recommendation from the Planning Commission, and review and adoption by the City Council. Applicants must submit a schematic site plan and address any reasonably anticipated detrimental effects, such as those related to land use conflicts.

Development agreements may incorporate design enhancements that serve as alternatives to code-based requirements, including facade modulation, roofline variation, additional open space, balconies, upper-story transparency, diagonal building corners, and architectural treatments that improve the street experience. These enhancements must adequately mitigate potential impacts and align with city goals to qualify for approval.

a. The Villa Vista Rowhome Development

James Alfandre and Jordan Dejarnett, developers, said with its strong walkability and vibrant energy, the site for this project was deemed particularly well-suited for townhomes and homeownership. The 18 townhomes featuring three- and four-bedroom units and two-car garages are designed to appeal to families.

Estudillo showed the council renderings of the building elevations. He said the proposed development is a row house-style townhome project, which differs from the typical mixed-use or apartment-style buildings anticipated in the City Center Overlay Zone. That overlay contains architectural requirements, such as step-backs and façade articulation, designed primarily for larger, taller buildings to avoid monolithic appearances. To align more closely with the intent of the overlay zone while accommodating the distinct characteristics of townhomes, the applicant has introduced a design featuring predominantly brick façades with varied colors to enhance visual interest.

Located at the corner of Villa Vista and Richmond, the project includes a required public plaza and chamfered corner treatment, which has been addressed in the building elevations. Notably, corner units in Buildings 1 and 2 incorporate brick elements to meet overlay

requirements for residential design standards. The townhomes range up to four stories with a maximum height of approximately 46 feet, triggering the need for an additional conditional use permit due to the building height.

The need for a development agreement arises because the current code lacks specific guidance for townhome-style developments in this area. Existing requirements, such as 50% ground-floor window glazing and upper-level step-backs, are not easily compatible with row house designs. As the project moves forward through review by the community council, Planning Commission, and City Council, key considerations will include how to appropriately adapt or waive certain architectural standards, such as step-backs and glazing, to better suit the unique characteristics of this townhome product while still achieving the intent of the City Center Overlay.

Lilly said from staff's perspective, this project supports broader goals of diversifying the housing mix within Millcreek's City Center. A successful city center cannot consist solely of renter-occupied multifamily units or exclusively townhomes; rather, it should reflect a balanced variety of housing types, as outlined in the City Center Master Plan. Notably, this site was previously entitled for a 75-unit, 72-foot-tall multifamily building. In contrast, the proposed townhome development offers a different residential form that contributes to architectural variety and visual interest, particularly along the Villa Vista streetscape. While certain design deviations such as reduced step-backs will need to be addressed through a development agreement, staff does not object to such an agreement in this case, as the project aligns with General Plan goals and introduces a distinctive, ownership-oriented housing option within the evolving city center.

Mike Winder said "townhome" and "rowhome" terms can be used interchangeably. Alfandre said the homes would not be starter or luxury homes.

Council Member DeSirant expressed concern about owner occupancy. Alfandre said the units would be designed for owner occupancy. John Brems asked if the developer had any objections to a deed restriction. Alfandre said the only deed restrictions he knew of came with a public benefit. Council Member Jackson asked about a plaza. Estudillo highlighted where one would be.

Commissioner Larsen recommended an English basement to allow for an internal accessory dwelling unit. Alfandre said that had not been considered. Council Member Jackson asked about live/work units. Alfandre said there would be four.

Commissioner Soule asked about the neighborhood meeting input. Alfandre said a lot of comments were about the irrigation ditch, and the developers are working with the ditch master. Commissioner Reid asked about balconies or stepbacks to break up the building. Alfandre said there were architectural variations done to the façade. Commissioner Vance asked about the stepbacks of the previously approved project for the site. Lilly said those stepbacks were 20 feet.

b. Millcreek Common East (Hotel, Condominium, Retail, Shared Parking)

Lilly said Millcreek Common East refers to the area currently occupied by a parking lot and the SLC gym. As part of a proposed redevelopment, the project team is exploring ways

to reconfigure property ownership and incorporate existing tenants like the Fine Art Inn into the new space. The development aligns with the City Center Master Plan, which emphasizes walkability, reduced internal traffic, and public access to parking. A key component is a 221-stall publicly accessible parking structure, designed based on a shared parking analysis estimating 180 needed stalls, with additional capacity for overflow parking. Due to the structure's footprint and design constraints, development around it, particularly along Highland Drive, will require careful planning to maintain flexibility in use and massing. The Master Plan also encourages mixed uses, highlighting hotels as important to Utah's tourism economy and advocating for cultural elements like museums and art galleries. The proposed project includes owner-occupied condominiums, a hotel, and retail space, all of which support these goals. Key development agreement items include modifying building step-backs and setbacks along Millcreek Common and formalizing the shared parking arrangement. In exchange for these adjustments, the developer in partnership between the city, a hotel operator, and a condominium developer will deliver enhanced parking, upgraded materials, improved building design, a plaza on Millcreek Common and Chambers Avenue, and a prominent blade sign serving as an entry monument to the area.

Winder said the proposed development at Millcreek Common East involves a phased plan coordinated with the completion of a shared parking structure, expected by June 2026. Until then, temporary parking lots to the north and east are in use, with the eastern lot slated for development starting July 1, 2026. The first phase includes relocating Fine Art Inn Art Gallery, a longstanding local business, to a temporary space near the old city hall by the end of 2025. In early 2026, the adjacent SLC Strength & Conditioning gym—owned by Hamid Adib—will be renovated as part of a contribution to the broader project. This will enable construction of three key components starting mid-2026: a Hyatt Studios hotel on the corner, a centrally located public parking garage, and a condominium and retail building along the common. Outbuildings behind the site will be removed to allow surface parking for SLC Strength, and once complete—anticipated in summer 2028—Fine Art Inn will return as a permanent tenant in the new retail condominium space. The city will retain ownership of the remaining retail and restaurant spaces to ensure curated, vibrant street-level activity aligned with the Millcreek Common vision.

The streetscape will also be improved by eliminating an existing traffic island at Chambers Avenue and Highland Drive, creating a larger, more functional corner plaza. The design includes public loading zones for hotel use, access to both public parking and a separate underground garage for condo residents, mirroring the design approach used for police and city vehicles on the opposite side of Chambers at city hall. Due to tight site constraints, angled parking along the eastern woonerf of the Common will be removed but replaced by structured parking. Additional design modifications, such as reduced building overhangs and relocating a transformer, will allow for a more visually striking corner entry and greater pedestrian comfort. The development will feature sidewalk seating, activated ground-floor retail, and restaurant space—carefully selected to contribute to a lively, community-focused environment, rather than conventional office uses. Winder then explained and described the proposed site while showing the proposed plans and a video of the rendered building elevation.

Commissioner Vance asked about the height of the building. Lilly said it would be 74 feet tall on the west side and 62 feet on Highland Drive.

Jory Walker, Principal Architect for Beecher Walker Architects, said this project presents a complex design challenge due to the integration of multiple building types, each with differing requirements, within a single site. The development includes a hotel with 10-foot floor-to-floor heights, a condominium component requiring 12-foot floors, and a shared parking structure, all of which demand separate entrances and circulation systems. Coordinating these elements has required extensive planning, including the design of multiple stair towers and unique circulation paths to ensure proper exiting and functionality. Further complicating the project is the site's 12-foot elevation change, which affects building levels and access points. For example, the condo plaza is positioned approximately six feet higher than the hotel plaza, providing a natural separation and elevated views for condo residents. The hotel itself will be Hyatt Studios, a brand with specific design standards that limit architectural customization to maintain brand consistency. While some minor modifications are possible, the overall look must align with Hyatt's identity. After months of careful coordination and problem-solving, the project is finally taking shape and is expected to be an exciting, well-integrated development.

Commissioner LaMar recommended maintaining the north and south turns onto Highland Drive from Millcreek Common. He also suggested a sign on the road median.

Commissioner Soule asked about a traffic signal onto Highland Drive. Council Member Uipi acknowledged the excess of traffic and difficulty turning onto Highland Drive. Winder noted when Chambers Avenue went through to Richmond, the traffic would open up, but a light could not go in due proximity to other signals on Highland Drive. Lilly said a traffic study with Fehr and Peers was conducted but it did not recommend anything other than a dedicated left and right turn onto Highland Drive, but the consultant would be reevaluating traffic impacts based on this use.

Winder requested the council's and commission's input on the project via email.

2. Staff Reports

There were no reports.

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

There was none.

Council Member Jackson moved to adjourn the work meeting at 7:02 p.m. Council Member DeSirant seconded. Mayor Pro Temp Uipi called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, and Council Member Uipi voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:10 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

Mayor Pro Tempore Uipi called the meeting to order and led the pledge of allegiance.

1.2 South Salt Lake Valley Mosquito Abatement District Tax Increase Presentation; Silvia Catten, Chair

Silvia Catten, Chair of the South Salt Lake Valley Mosquito Abatement District, said the district is proposing a property tax increase in 2026 to address growing operational needs and ensure long-term financial sustainability. The district currently generates \$1.2 million in property tax revenue and aims to raise an additional \$320,000, bringing the total to \$1.5 million. This would be the first effective rate increase since 2002—the 2012 adjustment only reversed a previous temporary hike used to fund new facilities. Despite managing operations efficiently for over two decades, the district is now facing increased service demands due to significant population growth—over 200,000 new residents and 72,000 homes—across its service area, which includes most of Salt Lake Valley (excluding Salt Lake City, Magna, and the Great Salt Lake).

The additional funding will support several priorities: maintaining current service levels, expanding public education and outreach, reinstating the Black Flag program in semi-rural areas like West Jordan and Riverton, and investing in operational enhancements. These enhancements include scaling up drone-based surveillance and treatment technologies—an increasingly critical and efficient tool for mosquito control—as well as implementing environmentally conscious control methods. Capital funds will also be used to upgrade fleet vehicles, expand lab capabilities, and prepare for future projects. The district recently established a small in-house lab and hopes to grow its data capabilities to improve treatment precision. The financial impact on taxpayers is modest: for a typical residence, the increase would be about \$0.99 annually, while businesses valued at \$1.5 million would see a \$4.50 annual increase. The district is committed to transparency through the Truth in Taxation process and aims to ensure the public understands both the need and the benefits of this proposed adjustment.

Mayor Pro Tempore asked about the Black Fly Program and if the proposed increase would only be for Millcreek. Catten said mosquito abatement in the South Salt Lake Valley is funded through a dedicated line item on property tax bills, with each property owner contributing based on the assessed value of their home or business. This ensures that all residents and property owners within the district share the cost proportionally. The proposed tax increase will apply uniformly across the district, with higher-value properties contributing more.

One of the initiatives the district aims to reinstate with this funding is the Black Fly Program. Although black flies are not mosquitoes and typically do not bite or bother humans directly, they can pose ecological nuisances, particularly in areas with farms and open space. These insects often breed in tree holes and other small water-collecting cavities. Historically, the mosquito district controlled black flies alongside mosquitoes due to the overlap in treatment methods. However, the program was discontinued during the COVID-19 pandemic due to financial constraints and a need to focus resources solely on mosquito control. Now, the district plans to reintegrate the Black Fly Program with minimal additional cost, as it was once part of regular operations. A public hearing on the proposed tax increase is scheduled for December 8 at the district's West Jordan offices.

Council Member Jackson asked how the public would be noticed of the public hearing. Catten was unsure aside from the Truth in Taxation process.

1.3 Public Comment

Laura Renshaw, Millcreek Library Manager, said the library door count was over 18,000 in the month of June and about 4,000 people participated in the summer reading program. She then highlighted some available online resources, such as the news.

2. 2. Financial Matters

2.1 Public Hearing to Consider a Monetary Contribution of Up to \$110,000 to the Asian Association of Utah

Kayla Mayers said recently the 21st Century Community Learning Centers funding had been reinstated, which impacts programming in South Salt Lake, as they rely heavily on this funding. However, despite its return, South Salt Lake will not be able to support afterschool programming during the upcoming transition year due to broader budget cuts. While they will contribute some funding to pay teachers, additional financial support is still necessary, particularly because two new programs have been added to the Asian Association's portfolio in Millcreek this year. Many schools in Millcreek do not qualify for 21st Century funding, which is limited to schools with a high percentage of students receiving free or reduced lunch. Because of this, the Asian Association has not previously applied for the grant for Millcreek schools. Additionally, South Salt Lake had been slated to hold the grant for Moss Elementary this year, further limiting application opportunities. Looking ahead, if 21st Century funding remains available, Moss—being the only qualifying school—could potentially be the focus of a new application by the Asian Association next year.

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

There were no comments.

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

2.2 Discussion and Consideration of Ordinance 25-31, Approving a Monetary Contribution of Up to \$110,000 to the Asian Association of Utah

Council Member Jackson moved to adopt Ordinance 25-31, Approving a Monetary Contribution of Up to \$110,000 to the Asian Association of Utah. 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 Council Member Uipi voted yes. The motion passed unanimously.

3. Business Matters

3.1 Public Hearing to Consider a Nonmonetary Contribution of Up to \$300 to Salt Lake County Animal Control Services

Rita Lund said she represents Millcreek on the Animal Services Advisory Board. Animal Services is having an annual fundraiser and has asked all of the member cities to donate a basket to auction off.

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

There were no comments.

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

3.2 Discussion and Consideration of Ordinance 25-32, Approving a Nonmonetary Contribution to Salt Lake County Animal Control Services

Council Member Jackson moved to adopt Ordinance 25-32, Approving a Nonmonetary Contribution to Salt Lake County Animal Control Services in the amount up to \$300. Council Member DeSirant seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, and Council Member Uipi voted yes. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Pro Temp Uipi reported on successful city events. She announced candidate filing for Districts 2 and 4 starting the following day.

4.2 City Council Member Reports

Council Member Jackson reported she attended the UFA promotion ceremony. There was also a promotion ceremony held at city hall for UPD that day. Council Member DeSirant praised the Millcreek farmers market and felt parking locations should be advertised better. Council Member Jackson asked if a crosswalk study could be a possibility on Highland Drive. Winder said the City Engineer said having no crosswalks there is safer because jaywalkers watch for cars while they cross.

4.3 Staff Reports

Mike Winder reported on the successful first weekend of Camp Tracy. The city received AAA and AA+ bond ratings for the Millcreek Common East project.

5. New Items for Subsequent Consideration

There was none.

6. Calendar of Upcoming Meetings

- Historic Preservation Commission Mtg., 8/14/25 6:00 p.m.
- Planning Commission Mtg., 8/20/25, 5:00 p.m.
- City Council Mtg. 8/25/25 7:00 p.m.

Mayor Pro Temp Uipi thanked city staff present at the meeting for the work they do.

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 7:43 p.m. Council Member Jackson seconded. Mayor Pro Temp Uipi called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Jackson voted yes, and Council Member Uipi voted yes. The motion passed unanimously.

APPROVED: _____ Date
Jeff Silvestrini, Mayor

Attest: _____ Elyse Sullivan, City Recorder

DRAFT