



PUBLIC
FINANCE
ADVISORS

MILLCREEK, UTAH

FEASIBILITY STUDY FOR:
SELF-PROVIDING PUBLIC WORKS OPERATIONS

DECEMBER 2025

AGENDA

- ❑ **Analysis Objectives**
- ❑ **Review Public Works Assumptions**
- ❑ **Review Parks Assumptions**
- ❑ **Review Findings**

OBJECTIVE

- ❑ **Objective:** Evaluate costs of self-provision of Public Works and Parks Operations based on the level of service currently provided by County

- ❑ **Analysis:** Create financial model, that considers the total cost of:
 - Current Services from the County

 - Public Works Self-Provision

 - Parks Self-Provision

ASSUMPTIONS

- ❑ **Benchmarking:** LRB selected two cities to support budgeting assumptions:
 - **Cottonwood Heights** due to its similar terrain, the types of public works services needed, and its recent change to self-provide public works services from County-provided public works services.
 - **City of Holladay** due to location and the presence of an independent public services department that provides parks maintenance services.

PUBLIC WORKS ASSUMPTIONS

❑ Methodology: Operations and Maintenance

- **Personnel:** City review, expenditures per FTE employees of Cottonwood Heights
- **Operating Costs:** Per unit expenditures of Cottonwood Heights
- **Dumping:** Same contract cost as County
- **Utilities:** Average utility expenditures of City Hall
- **Street Lighting/Traffic Signal:** Contract with County
- **Pavement Management and Road Maintenance:** Same contract cost as County
- **Salt:** Same contract cost as County

PUBLIC WORKS ASSUMPTIONS

❑ Methodology: Start- Up Costs

- **Public Works Facility:** Land costs and Cottonwood Heights newly constructed public works facility.
 - \$2M in savings to offset cost
 - Construction and land costs: **\$17.4M**
 - Debt Service: **4.5% interest over 25-years**
 - Annual debt service payment: **\$1,176,250**
- **Equipment:** City review, inflated 2019 Public Works Analysis estimates
 - Equipment Cost: **\$5.2M**
 - Debt Service: **7% interest based on useful life**
 - Annual debt service payment: **\$525,812**

PUBLIC WORKS ASSUMPTIONS

COST CATEGORY	COST TO SELF-PROVIDE SCENARIO	COST TO REMAIN WITH COUNTY
Personnel ¹	\$2,170,259	\$2,806,832
Operating Costs	\$520,998	\$0
Dumping	\$40,007	\$40,007
Utilities	\$56,207	\$0
Street Lighting/Traffic Signal	\$186,758	\$186,758
Pavement Management	\$720,533	\$720,533
Road Maintenance Services	\$423,453	\$423,453
Salt	\$308,492	\$308,492
Public Works Yard	\$1,176,250	\$0
Vehicles/Equipment	\$525,812	\$938,483
Administration	\$0	\$816,220
TOTAL PUBLIC WORKS	\$6,128,769	\$6,240,778

1 Storm drain and snowplow costs included in personnel category.

PARKS ASSUMPTIONS

- **Methodology: Operations and Maintenance, Equipment**
 - **Personnel:** City review and need based on current LOS
 - **Operating Costs:** Per acre expenditures of Holladay
 - **Equipment:** City review, inflated 2019 Public Works Analysis estimates
 - Equipment Cost: **\$331,964**
 - Debt Service: **7% interest based on useful life**
 - Annual debt service payment: **\$45,557**

PARKS ASSUMPTIONS

COST CATEGORY	COST TO SELF PROVIDE
Personnel	\$163,200
Operating Costs	\$335,885
Equipment	\$45,557
TOTAL PARKS	\$544,642
Total County Contract	\$422,813

FINDINGS

- Assuming self-provision comparable to the existing level of service provided by the County results in a difference of **\$9,820** greater than the baseline option.

	COST TO SELF-PROVIDE	COUNTY CONTRACT COST	COST SAVINGS (LOSS)
Public Works	\$6,128,769	\$6,240,778	\$112,009
Parks	\$544,642	\$422,813	(\$121,829)
TOTAL	\$6,673,411	\$6,663,591	(\$9,820)

ADDITIONAL CONSIDERATIONS

- ❑ **Efficiency strategies under self-provision to mitigate impact:**
 - Equipment sharing
 - Redirect appropriations previously budgeted for administrative overhead w/ County
 - City can use employees dedicated to snow removal in the winter for parks during summer months, reducing personnel costs

- ❑ **The actual final level of service will be dictated by local priorities, market conditions, and competition from other providers.**

QUESTIONS

Fred Philpot | Vice President/COO

LRB Public Finance Advisors

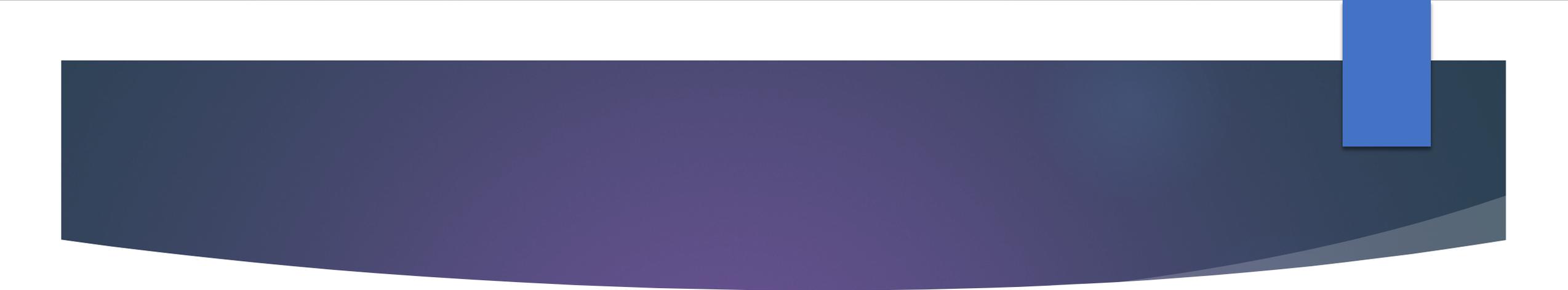
☎ 801.596.0700 | ☎ 801.243.0293

lrbfinance.com

Lewis Young Robertson & Burningham is now **LRB Public Finance Advisors**



PUBLIC
FINANCE
ADVISORS



Civil Parking Enforcement Discussion

Jim Hardy – Director of Building Services

Why are we discussing parking enforcement?



- Business Parking on Villa Vista.
- Business Parking on Miller Avenue.
- Parking at Millcreek Common.
- UPD Parking Tickets.
- UPD Vehicle Towing.
- Dismissed Parking Tickets.

Parking Statistics

(2025 to date)

Between 200 - 250 concerns have been submitted in the last 11 months.
4 – 5 concerns submitted per week.

- Millcreek

Parking Violation Type – 241

“Park” in the description – 98

“Abandoned” in the description – 54

“Vehicle” in the description - 89

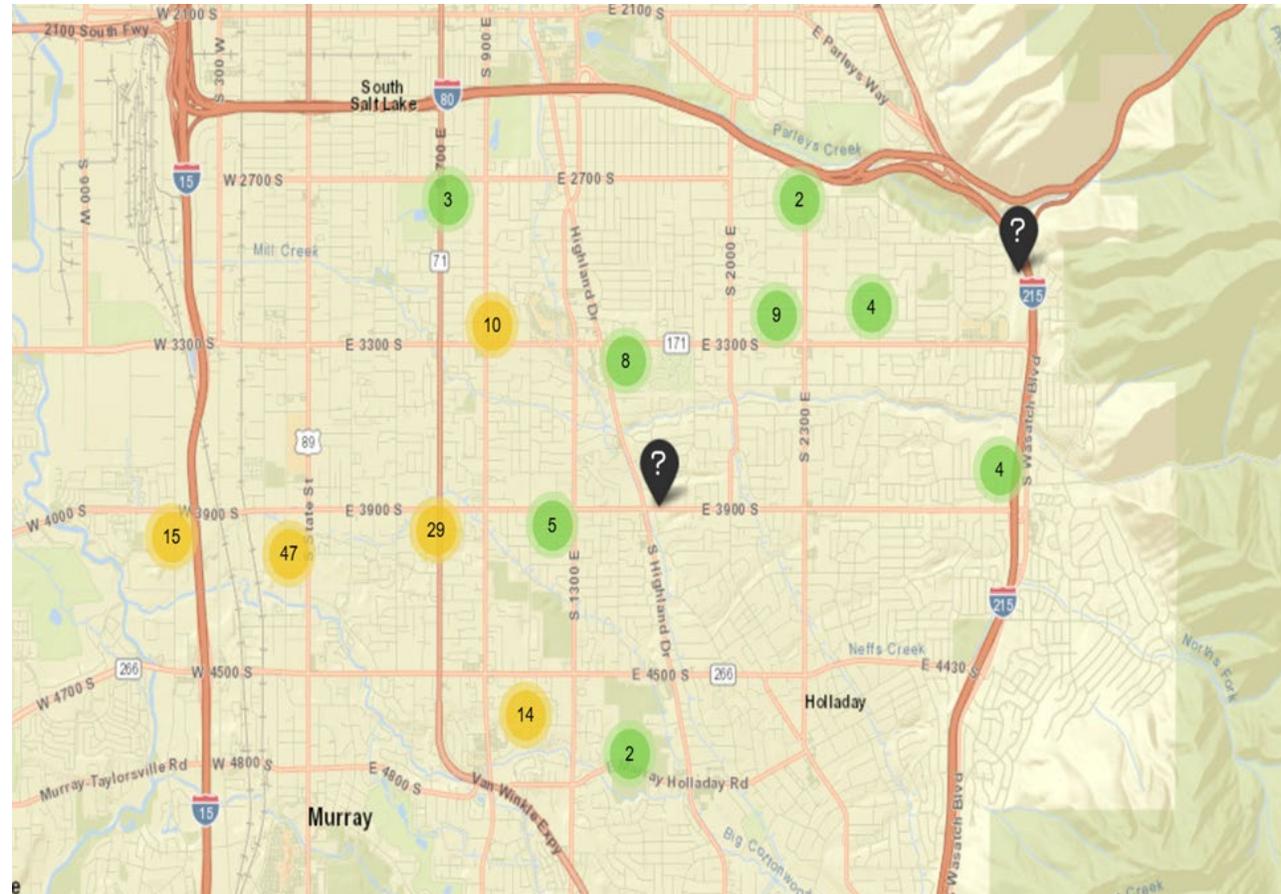
- Unified Police

Abandoned & Impounded Vehicles - 149

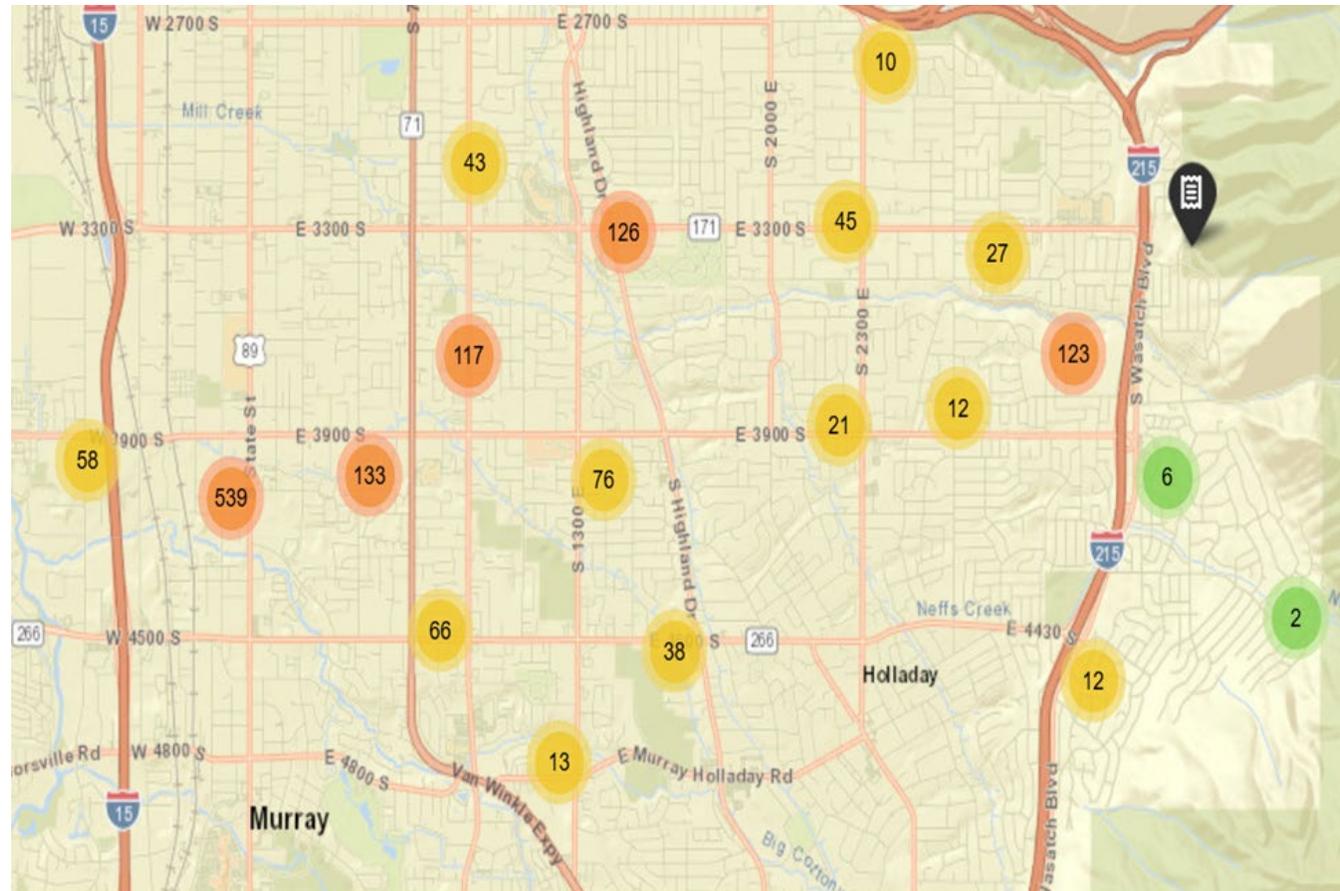
Parking Tickets – 1,327

Non-moving Traffic Violations – 1,468

Abandoned & Impounded Vehicles



Parking Tickets & Non-Moving Violations



What Does Civil Parking Enforcement Look Like.

- Parking concerns will be handled directly through city staff.
- UPD can issue civil parking tickets as well.
- Parking warnings and education.
- Parking tickets are a civil citation, not criminal.
- Focus on certain areas.
- Payments directly to Millcreek.
- Administrative Law Hearing.
- Towing Enforcement.



What does Millcreek Code Compliance need?



- Ordinance allowing civil enforcement.
- Current staff can handle workload.
- Full time employee. (next fiscal year)
- Vehicle. (next fiscal year)
- Computer, phone, tablet, etc.
- Equipment.
 - Signs.
 - Citations & Letters.
 - Scanning Device.
 - Software.

Questions or Comments?

- **Boots vs towing vs ...?**
- **# of citations before boot/tow?**
- **Citation amount? \$50 - \$200**
- **Follow up with unpaid citations?**

MILLCREEK, UTAH
ORDINANCE NO. 25-49

**AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 1265 EAST VILLA VISTA AVENUE FROM THE COMMERCIAL
(C) ZONE TO THE CITY CENTER OVERLAY – DEVELOPMENT AGREEMENT
(CCOZ-DA) ZONE**

WHEREAS, the Millcreek Council (“Council”) met in a regular meeting on December 8, 2025, to consider, among other things, an ordinance rezoning certain property located at approximately 1265 East Villa Vista Avenue from the Commercial (C) zone to the City Center Overlay – Development Agreement (CCOZ-DA) zone; and

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

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

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

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

WHEREAS, on September 26, 2025, the required public hearing notice was published; and

WHEREAS, on October 7, 2025, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on October 15, 2025, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, on October 15, 2025, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

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

WHEREAS, on December 3, 2025, the Council caused the required notice to be given; and

WHEREAS, on December 8, 2025, the Council discussed and considered the rezone application during a public meeting; and

WHEREAS, Section 18.33.020 of the Millcreek Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with Millcreek; and

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

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZM-25-007 filed by Matt Wilcox, the property located at 1265 East Villa Vista Avenue is hereby rezoned/reclassified from the Commercial (C) zone to the City Center Overlay – Development Agreement (CCOZ-DA) zone, such property being more particularly described as follows:

Parcel No: 16292810110000, 16292810120000, 16292810130000

Address: 3055-3061 South Richmond Street, 1265 East Villa Vista Avenue, 1275 East Villa Vista Avenue

Legal Description:

BE IT FURTHER ORDAINED, that pursuant to Section 18.33.020 of the Millcreek Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 18.33.020.

This Ordinance assigned no. 25-49, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 8th day of December, 2025.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 25-49: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 1265 EAST VILLA VISTA AVENUE FROM THE COMMERCIAL (C) ZONE TO THE CITY CENTER OVERLAY – DEVELOPMENT AGREEMENT (CCOZ-DA) ZONE was adopted the 8th day of December 2025 and that a copy of the foregoing Ordinance 25-49 was posted in accordance with Utah Code 10-3-711 this ____ day of December, 2025.

Elyse Sullivan, City Recorder

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



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

ZM-25-007

City Council Staff Report

Meeting Date: 12/8/2025

Applicant: Matt Wilcox

Re: Request to Rezone into the City Center Overlay Zone -
Development Agreement for the purpose of a townhome
development

Property Address: 1265 E Villa Vista Ave

Zone: CCOZ (City Center Overlay Zone) / C (Commercial)

Prepared By: Carlos Estudillo, Planner II

Scope of Decision: **Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Council(s) and the Millcreek Planning Commission. Your recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST AND SYNOPSIS

The applicant is seeking approval for rezone into the City Center Overlay – Development Agreement Zone (CCOZ -DA) at a property approximately located at 1265 E Villa Vista Ave, to accommodate an eighteen (18) unit townhome (rowhouse) residential project, with the intention of subdividing them for owner occupancy.

The Development Agreement (CCOZ-DA) Zone is to allow flexibility in the strict application of the City Center Overlay Zone Design standards given particular site conditions and opportunities for additional development of public benefits such as additional public parking or open space or the provision of affordable housing, while adhering to the goals of the City Center Master Plan. This development agreement will accompany this application to ensure that the proposed site plan is executed as approved. Conditions to be subjected to Community Council and Planning Commission’s recommendations for the City Council to consider.

EXISTING CONDITIONS & FINDINGS:

- The Subject Property involves a parcel comprising approximately .68 acres (29,765 sf). The subject property contains existing residential structures along with other accessory structures, all of which will be removed if approved for further development of the property.
- **Land Use Designation.** The Subject Property is within the “City Center” category in the General Plan, and is a part of the City Center Master Plan:
 - The “Mixed-use 1” land use designation envisions retail in walkable, mixed-use configuration, professional uses, restaurant, and similar arts and entertainment uses that attract visitors from around the City and region. As well as multifamily condominiums or apartments, hospitality, civic and public facilities, health services, as well as plazas, squares, pocket parks, community gardens, and other gathering spaces.
- **Zoning.** The Subject Property is currently within the C (commercial) Zone. Properties within the vicinity surrounding the Subject Property are within the C (commercial zone) to the North, South, and East, as well as R-M (Residential Mixed) to the north and west.
- **Surrounding Uses.** Properties surrounding the Subject Property consist of large-scale multi-family housing, and first-floor commercial stock. The envisioned uses for the City Center Overlay Zone.
- **Densities.** The City Center Overlay zone allows a building height range from 2 to 6 stories. The project offers eighteen (18) units. For comparison, the building directly south (The Richmond) contains 330 units, whereas the nearby building to the East (Cottonwood Highland) contains 250 units.
- **Proposal.**
 - The applicant is proposing eighteen (18) residential units that will consist of three buildings accessed through Villa Vista Avenue (only).
 - Building One: Six (6) units. Four Bedroom units with Elevator on each unit.
 - Building Two: Six (6) units. Four Bedroom units with Elevator on each unit.
 - Building Three: Six (6) units. Three Bedroom units without elevator.
 - The proposed building heights and lengths are as follows:
 - Building One: 46 feet in height. 127.7’ in length.
 - Building Two: 46 feet in height. 127.7’ in length.
 - Building Three: 47 feet in height. 127.7’ in length.
 - Exterior materials of a durable and resilient nature such as brick, stone, architectural metal panel, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are proposed in the design of the proposal. Nearly 61% of the facade is comprised of Brick (in different colors, hardy board and sliding).

- As per MKZ 18.47.070, the developer would be required to provide a 20-foot setback along the street-facing facade between the top of the first story and the top of the third and upper stories. The applicant is requesting a CCOZ-DA modification in part to waive this requirement on Villa Vista Avenue façade of building
 - All windows and doors are indented into the façade, to prevent a flat street-facing façade.
 - A copper waterspout between each unit is introduced to give the allusion of separation of each unit at the façade.
 - Different color bricks are also applied in this façade to differentiate it from the rest of the proposal.
 - The top floor on building one (1) and two (2) includes a rooftop patio, breaking the front-facing façade, while adding a tower that is used to access the forementioned patio. This is also an effort to provide articulation to the building.
 - A break between the corner units on building one (1) and two (2) and the central four units also provides articulation at the final height of the building.
- As per MKZ 18.47.070, for any building over 40 feet in height, A five-foot (5') setback along a façade facing the rear property line is required between the top of the first story and the top of the third story and upper stories. The applicant is requesting a CCOZ-DA modification to waive this requirement on the Villa Vista Ave façade of building 3.
 - The top floor on building one (1) and two (2) proposes a rooftop patio, breaking the front-facing façade, while adding a tower that is used to access the aforementioned patio. This is also an effort to provide articulation to the building.
- As per MKZ 18.47.070, a 10-foot setback along a façade facing a side property line is required between the top of the first story and the top of the third story and upper stories. The applicant is requesting a CCOZ-DA modification to waive this requirement.
 - Cementitious fiber board bump-outs are introduced into building three (3) to not only provide with a style of bay windows, but to provide articulation to the building that otherwise would require a setback.
 - Additionally, all windows and doors are indented into the façade, to prevent a flat street-facing façade.
 - Dormers at the fourth level provide an architectural break on the at the top of the building.
- For street-facing building facades, exterior building materials used shall consist of a minimum of 75 percent brick or stone excluding windows. The applicant is requesting a CCOZ-DA modification to waive this requirement, as the applicant is proposing 61% brick along the Villa

vista street facing façade and 55% brick along Richmond Street-facing façade.

- Due to articulation concerns, and lack of setbacks, the applicant managed creative solutions to articulate the building by adding features that required more flexible materials, such as hardy board paneling and siding. By meeting this requirement, the proposal loses flexibility in material use to mitigate any design concerns on articulation and setbacks.
- Windows shall constitute at least 50 percent of first story street-facing facades, and windows shall be at least 50 percent transparent. The current proposal does not meet the glassing requirements set forth in MKZ 18.44.080, as this requirement may apply to first-floor commercial buildings, rather than rowhouse townhomes. The applicant is requesting a CCOZ-DA modification to waive this requirement; however, the applicant is proposing the following:
 - Building 1 & 2: 20% of first story street-facing facades.
 - Building 3: 18% of first story street-facing façade.
- Landscaping to be subject to MKZ 18.64 (Landscape standards). Proposal currently meets the requirement of allocating, at least, 30% of the overall lot size as open space.
- Parking is subject to MKZ 18.63 (Parking and Mobility Standards).
 - The Project shall have at least thirty-six (36) parking stalls, which shall be contained within the eighteen individual two-car garages.
 - Additionally, as per the prescribed cross section for **neighborhood streets**, depicted in Figure 18.47.7 and in Table 18.47-8 within MKZ **18.47.060** (CCOZ Design Standards), the project will include seven (7) on street parking stalls and one (1) ADA parking stall, which will be dedicated to the City as part of the Right-of-way.
 - Millcreek will require five (5) guest parking spaces [18 (units) x 0.25 (spaces per unit for visitor parking) = 4.5 stalls, rounded to five. These stalls will be located within the forementioned on street stalls, which may be used as shared parking serving Villa Vista Ave. When striped public parking spaces are present along the street frontage of a site, those spaces may contribute to the minimum parking requirement, subject to the following criteria:
 - Striped on-street parking spaces must abut the frontage of a given site. Parking spaces on the opposite side of the street may not contribute to the required parking.
 - Striped on-street spaces may contribute up to 50 percent of the parking minimum requirement.

- In the case that street parking is constructed as an improvement in conjunction with an approved site plan, the striped on-street spaces may contribute up to 75 percent of the parking minimum requirement.
- These spaces may not be used for community parking credits.
- The Subject Property has one access from Villa Vista Ave to the site, measuring 25' in width, meeting the 2019 Transportation Master plan. Access has been reviewed and accepted by Unified Fire.
- The CCOZ/C Zone does not require owner occupied housing however the applicant has verbally mentioned that they intend to create a “for sale” product which may help Millcreek meet certain house goals. This will require a subdivision application and approval. As part of the development agreement, staff and the Planning Commission recommended that half of the units be subject to a deed restriction requiring owner occupancy for at least five years.
- **Commercial Requirements:** Live/Work Units shall consist of a ground story that is limited to commercial uses that are allowed in the City Center Overlay Zone. A commercial aspect shall be proposed to meet the mixed-use requirements of the CCOZ.
- **Right-of-way improvements.** The Developer shall provide a ten-foot (10') wide public easement parallel to and abutting Villa Vista Avenue right-of-way. Additionally, The developer shall provide a five-foot (5') wide public easement parallel to and abutting Richmond St. The Developer shall also install frontage improvement to the abutting right of way (including but not limited to curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities).
- **Ditch Maintenance:** Irrigation improvements shall meet the requirements of the Lower Millcreek Canal Company, in an effort to mitigate historic flooding in the neighborhood
- **Development Agreement:** A development agreement may best ensure the type, scale, orientation, dedication, utilities easements, access, phasing, and other aspects pertaining to the future development of these properties, where the underlying zoning and land use ordinances may be insufficient; Therefore, a development agreement may be considered to ensure development design and layout of the property. Staff would like the Community Council to discuss the following, potential development agreement items:
 - Uses.
 - Ownership
 - Density
 - Length and Height.
 - Owner Occupancy and deed restrictions.
 - Setbacks.
 - Landscaping
 - Parking.
 - Materials.
 - Irrigation ditch cleanouts
 - Right-of-way improvements, streetscape and maintenance.
 - Step backs

PUBLIC MEETINGS

- The developer held a Neighborhood meeting, in which five (5) residents showed up. Mostly voicing concerns about the left turn from Villa Vista to Richmond, and an irrigation ditch.
- The Millcreek Community Council held a meeting on September 2nd, 2025, whereupon five of the seven (5-2) members made a recommendation approving the City Center Overlay – Development Agreement Zone, with some conditions, such as:
 - The inclusion of irrigation and clean-outs to address historical flooding issues
- On October 7th, 2025, The Millcreek Community Council requested an amendment to their previous recommendation, knowing that the proposal was returning as a continuation to the October Planning Commission. Five of the six (5-1) Millcreek Community Council members made a recommendation approving the City Center Overlay – Development Agreement Zone. The Millcreek Community Council recommended the following:
 - *“The community council voted five in favor, and one opposed to this proposal with the following recommendations to be considered: Place a closed clean out box with a metal lid on the northeast side of Richmond and the northwest side of the property at 3055-3061 Richmond Street where the current irrigation ditch is open to eliminate debris from entering the pipes. A cleanout box marker should then be placed on the Survey Map. The developer is placing his building closer to Richmond Street so the council requests that he give an additional five foot right of way so that a “suicide lane” can be created between Villa Vista and Elgin Avenue.”*
- On September 17th, 2025, This application was Presented to the Planning Commission. Staff recommended continuance due to incorrect noticing, and to come to an agreement with the developer on a deed restriction to be written into the proposed development agreement. The Planning Commission unanimously approved a motion to recommend continuance. The Planning Commission held a meeting on October 15th, whereupon a majority of commissioners recommended approval of the proposed development agreement, as discussed below:

FINDINGS AND PLANNING COMMISSION RECOMMENDATION:

- The project qualifies for a CCOZ-DA by proposing buildings that do not exceed 150 feet in length or 100 feet in depth.
- Any proposed building with a height greater than thirty-six feet (36’), excluding height projection allowances as set forth in [MKZ 18.72.040](#) will be subjected to a Conditional Use Permit.
- A subdivision plat will be required for owner occupancy. A Plat shows all existing and proposed shared access, parking, and utility easements, which will be recorded as part of the subdivision plat; along with all other private governing documents commonly associated with condominium (i.e., bylaws, CC&R’s, etc.).

- **Restrictive-Use Agreement (Deed Restriction).** Staff and the Planning Commission recommend that a deed restriction be imposed on 9 of the 18 units (50% of overall units), and this provision is included in the development agreement in the form of a covenant to be imposed as part of the development’s CC&Rs, as well as a deed restriction.

After the applicant’s expressed desire to not create a disparity in unit pricing that is typically found on for-sale deed-restricted units, staff negotiated a new style of deed restriction with the applicant while also meeting the recommendations of the Planning Commission to restrict fifty (50%) percent of the total proposed units by applying the deed restriction on all units. This would allow the applicant to eventually release, under the covenant of the Homeowners Association (HOA), nine units to no longer be deed-restricted, allowing all units to be sold at the envisioned pricing, while providing nine (50%) deed-restricted units. Once a unit is sold, the property owner must request the release of the Declaration/Deed restriction, via email, to the City Planning Director, City Attorney and/or City Recorder within five business days.

The proposed deed restriction is included in Exhibit D of the development agreement,

- All development will be required to meet the minimum zoning and land use ordinances; to which the concept plan may likely evolve from what is currently presented for this rezone application.
- The project is subject to further review and final approval.

Planning Commission Recommendation:

The Millcreek Planning Commission held a meeting on October 15th, 2025, whereupon six of the seven members present made a recommendation approving the City Center Overlay – Development Agreement Zone, with some conditions, such as:

- The development agreement clarifies that the proposed on-street parking is compliant and in harmony with the standards set forth on MKZ 18.63 (Parking and Mobility Standards) despite unclear language located in **18.63.020 (Vehicle Parking Requirements)**. The language reads as follows:
 - *“In the case that street parking is constructed as an improvement in conjunction with an approved site plan, the striped on-street spaces may contribute up to 75 percent of the parking minimum requirement.”*
- Clarify Language on Notice and Declaration of Deed Restrictions, pertaining to:
 - *“NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:*
 - *e. The owner cannot sell the Property within one year for fair market value.”*
- Live/Work Units shall consist of a ground story that is limited to commercial uses that are allowed in the City Center Overlay Zone.

- The 1300 East Right-of-Way and any required dedication shall be determined by the ALTA survey submitted as part of the applicant's subdivision plat.
- Irrigation improvements shall meet the requirements of the Lower Millcreek Canal Company.
- At least 50% of the units shall be subject to a deed restriction, requiring owner occupancy for a period of five years, on a form approved by the City Attorney.

SUPPORTING DOCUMENTS

- **Application package**
- **Development Agreement Draft**

When recorded, return to:

Millcreek
Attn: Mayor
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this ___ day of _____, 2025 (the “Effective Date”), by and between Gardner Alfandre Holdings, L.C., a Utah limited liability company (the “Developer”) and Millcreek City, a municipal corporation of the State of Utah (the “City”). The Developer and the City are sometimes referred to as the “Parties.”

RECITALS

WHEREAS, the Developer owns, or will own, approximately .68 acres of real property located at 1265 East Villa Vista in Millcreek, Utah, as more particularly described on Exhibit A attached hereto (the “Property”). The Parties desire that the Property be developed as eighteen (18) townhomes (the “Project”) in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Property is located in the Commercial “C” Zone (“CCOZ”), and

WHEREAS, the Developer has requested that the Property be rezoned (“Rezone”) from the CCOZ to the City Center Overlay Development Agreement Zone (“CCOZ-DA”); and

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

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

WHEREAS, Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City’s General Plan and long-range development objectives, and which

addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City and Developer acknowledge and intend for the terms of this Agreement to be enforceable, and for the rights of the Developer to develop the Property only if the City Council, in its sole and absolute legislative discretion, approves the Rezone and this Agreement (as evidenced by the City's signature to this Agreement); and

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

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

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

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement.

3. **Vested Rights.** Anything in Section 2 notwithstanding, except as provided below, the Parties intend that this Agreement grants the Developer the vested right to develop the Project under the ordinances, policies, and standards of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters that are in effect as of the Effective Date, as modified by the design criteria attached hereto as Exhibit B, the concept plan attached hereto as Exhibit C, and the provisions of this Agreement (the "Vested Laws").

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

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

3.1.2 Codes. City development standards, engineering requirements, and supplemental specifications for Public Works, and any new editions or replacements 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 on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

3.1.5 Impact Fees. Impact Fees or modifications thereto which are adopted and

imposed by the City in accordance with applicable law; and

3.1.6 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

3.2 Developer's Voluntary Submission to Future Laws. If the Developer provides express written notice of its intent to abide by the City's future laws/ordinances that are in place at the time when the Developer submits a development application, then such future laws/ordinances shall apply to such development application, without waiving the Developer's right to submit future development applications under the Vested Laws.

3.3 Timing and Rate of Development. The City acknowledges that as of the Effective Date, the Developer cannot predict if, when, or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside the control of the Developer, such as market orientation and demand, competition, availability of qualified laborers, and weather conditions. Nothing in this Agreement shall be construed to require the Developer to proceed with developing the Project or any portion thereof or any Phase, provided (a) once development has commenced, such development shall be in accordance with the terms of this Agreement; and (b) once vertical construction has commenced, such construction shall be completed in a commercially reasonable timeframe, subject to the provisions of Section 15 below.

3.4 Acquisition of Property. The rights and obligations of the Developer and the City

under this Agreement are conditioned on Developer acquiring the Property. If the Developer fails to acquire the Property, this Agreement shall automatically terminate.

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

5. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit B.

6. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder following the acquisition of the Property by Developer, shall be deemed to run with the Property, and shall encumber the same; and, subject to the provisions of Section 14 below, shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property. No breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person that acquires title to the Property, or any portions thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7. **Assignment.** This Agreement shall be binding upon any successors and assigns. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without the other party's consent; however, this restriction on assignment shall not prohibit or impede the sale by the Developer to any third party. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement, without the consent of the City but with notice to the City, to any person or entity that controls, is under common control with, or is controlling Developer. For purposes of this

paragraph, control exists in all cases in which the entity is a member of a controlled group of corporations as defined pursuant to section 1563 of the Internal Revenue Code.

8. **No Joint Venture, Partnership, or Third-Party Rights.** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties or any rights or benefits to third parties except as expressly provided herein.

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

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

TO DEVELOPER:

Kensington Home Company
Attn: Matt Wilcox
650 S 500 W Suite 295
Salt Lake City, UT 84101

TO CITY:

Millcreek
Cheri Jackson, Mayor
1330 E Chambers Ave
Millcreek, Utah 84106

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

11. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any litigation regarding this Agreement shall be

filed in the Third District Court in Salt Lake City, Utah, or in the United States District Court for the District of Utah in Salt Lake City, Utah.

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

13. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement, and each Party waives any claims thereto. The sole remedy available to the Developer or assignee shall be specific performance. Notwithstanding such limitation, the City may withhold all further reviews, approvals, licenses, building permits, and/or other permits for the development of the Project in the case of a material default by Developer that remains uncured thirty (30) days after written notice of such default, unless Developer commences curing such default within such thirty (30) day period and diligently pursues such cure; provided, if the Council finds on the record in a public meeting that a default by the Developer materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a default would also impair a compelling, countervailing interest of the City, the City may immediately pursue the remedies after the public meeting which finds such material impairment of a compelling, countervailing interest of the City. The City shall give reasonable notice to the Developer of any public meeting at which an emergency default is to be considered, and the Developer shall be allowed to attend such meeting and address the Council regarding the claimed emergency default.

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

15. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

DEVELOPER

By: _____

Name: James Alfandre

Title: President

OWNER/DEVELOPER ACKNOWLEDGMENT

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

On the ____ day of _____, 2025, personally appeared before me James Alfandre, who being by me duly sworn, did say that he is the President of Gardner Alfandre Holdings, L.C., and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.

Exhibit A
(legal description)

Legal Description

Parcel 1:

Beginning at a point 2 rods North and 539.5 feet West of the Southeast corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 165 feet, more or less, to the North line of lands conveyed to Severn Nielsen by deed from Henry Johnson, dated July 24, 1878, and recorded on said date in Book "M" of Deeds, at Pages 964-6; thence South 87 1/2° West 61 feet, more or less, to the East line of Richmond Street; thence South 165 feet, more or less, along the East line of said Richmond Street to the North line of Gunn Avenue; thence East along the North line of said Gunn Avenue 61 feet, more or less, to the place of beginning.

Tax I.D. 16-29-281-011-0000

Parcel 2:

Commencing at a point 2 rods North and 464.5 feet West from the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence West 75 feet; thence North 10 rods, more or less, to the North line of lands conveyed to Severn Nielsen by Deed from Henry Johnson dated July 24, 1878 and recorded on said date in Book "M" of Deeds at Pages 964-6; thence along said line described in said Deed North 87 degrees 30 minutes East 75 feet to a point due North of beginning; thence South 10 rods, more or less, to the place of beginning.

Together with a right of way over the following:

Commencing at the Southwest corner of the Northwest Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence East 14 rods, more or less, to the center line of County Road; thence North 15 degrees 30 minutes West 33.3 feet to a point due East of the Southeast Corner of lands decreed to Niels C. Nielsen by Decree of Distribution in the Matter of the Estate of Severn Nielsen, deceased, in the Third Judicial District Court of the State of Utah; thence West 76 rods to Salt Lake City Canal; thence South 41 degrees East to the East and West Quarter Section Line; thence East 61.75 rods to the place of beginning.

Tax I.D. 16-29-281-012-0000

Parcel 3:

Commencing at a point 33 feet North and 389.5 feet West of the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence West 75 feet; thence North 10 rods, more or less, to the North line of property conveyed to Severin Nielson by Deed from Henry Johnson, recorded in the Office of the County Recorder of Salt Lake County, Utah in Book "M" of Deeds, Pages 964-6; thence along said line described in said deed, North 87°30' East 75 feet, more or less, to a point due North of Beginning; thence South 10 rods, more or less to the place of beginning.

Tax I.D. 16-29-281-013-0000

Exhibit B
Design and Improvement Criteria

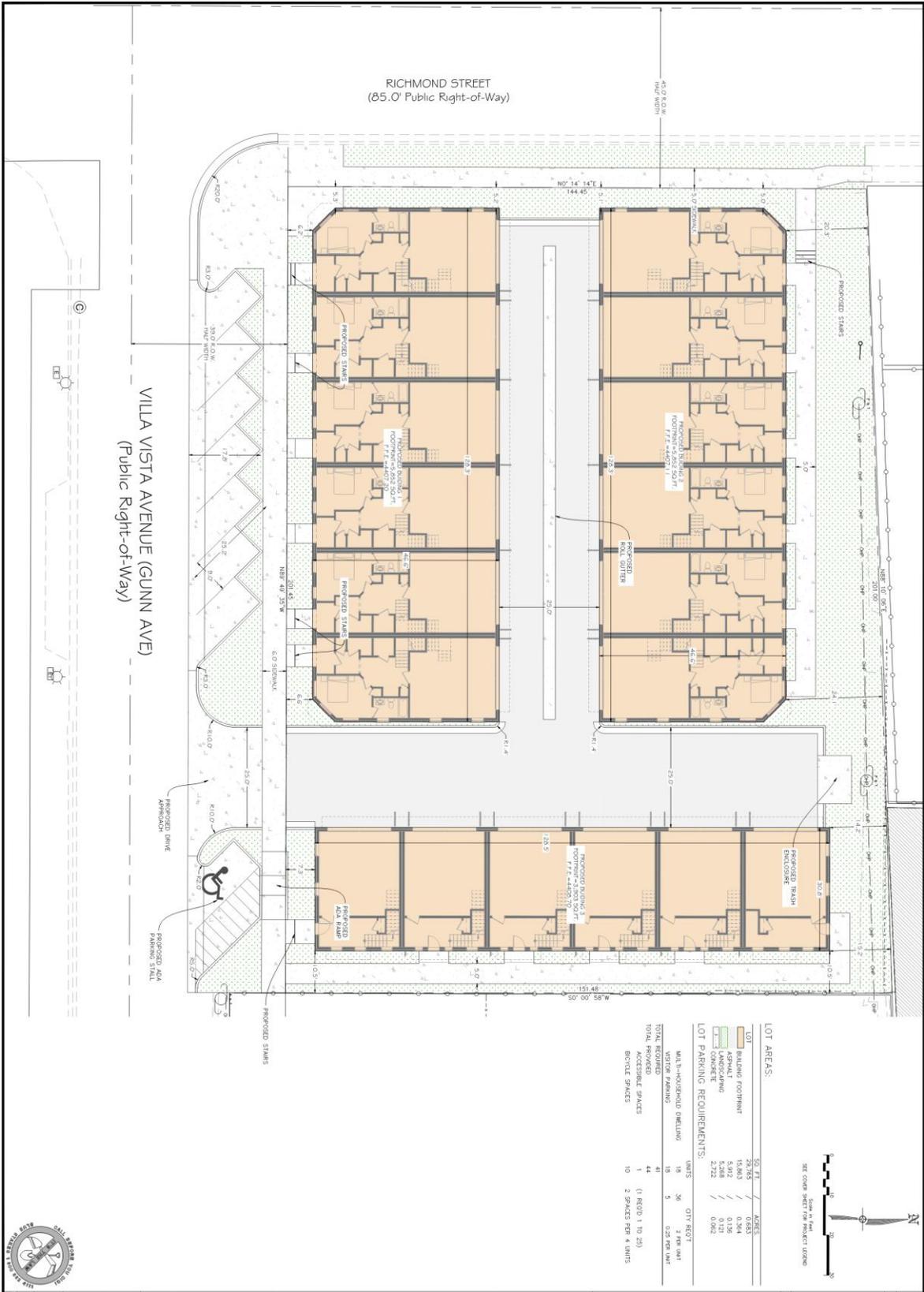
The Developer shall develop the Project consistent with the design and improvement criteria as identified below:

- 1) **Uses.** The project shall consist of eighteen (18) residential units within three (3) buildings, as depicted in Exhibit C.
 - a) Building One (South Building): Six (6) units. Four (4) Bedroom Townhomes.
 - b) Building Two (North Building): Six (6) units. Four (4) Bedroom Townhomes.
 - c) Building Three (East Building): Six (6) units. Three (3) Bedroom Townhomes.
- 2) **Commercial Requirements:** The commercial use shall feature Live/Work Units inside Building One and Building Two. Live/Work Units shall consist of a ground story that is limited to commercial uses that are allowed in the City Center Overlay Zone. The location of the commercial uses shall be arranged as depicted in the floorplans of Buildings One and Two, Exhibit C.
- 3) **Ownership.** Prior to the City issuing a final Site Plan/Conditional Use Permit approval, the Developer shall obtain preliminary subdivision approval from the Planning Commission.
 - a) The Developer shall record a final subdivision plat within one year of the date of Site Plan/Conditional Use Permit approval to create individual lots for each of the eighteen (18) units.
 - b) To ensure owner occupancy, the Developer agrees to, concurrent with recording of a subdivision plat, record in the office of the Salt Lake County Recorder a declaration/deed restriction (“Declaration”) in the form attached hereto as Exhibit D on each of the eighteen (18) lots but shall release a Declaration on nine (9) of the lots upon notice as set forth in the Declaration.
- 4) **Height.** The height of the buildings shall be measured from the lowest elevation point of original grade (4,588 FT), as depicted in the attached ALTA/NSPS Land Title & Topography Survey, Exhibit C. Height shall be as depicted in Exhibit C.
 - a) **Building 1 & 2:** No higher than 45 feet.
 - b) **Building 3:** No higher than 47 feet.
- 5) **Setbacks.** The minimum building setbacks shall be according to the current City Center Overlay Zone (CCOZ), and as depicted in Exhibit C.
- 6) **Landscaping.** Landscaping shall comply with the requirements of MKZ 18.64 (Landscape standards) and the Millcreek City Center Urban Forestry Standard. Landscaping materials

shall include native or endemic groundcover. Turf grass is prohibited for use as a ground cover.

- 7) **Length:** All buildings shall not exceed 128 feet in length, as depicted in Exhibit C.
- 8) **Parking.** The Project shall have at least thirty-six (36) parking stalls, which shall be contained within the eighteen individual two-car garages (36). Additionally, as per the prescribed cross section for neighborhood streets, depicted in Figure 18.47.7 and in Table 18.47-8 within MKZ 18.47.060 (CCOZ Design Standards), the project will include seven (7) on street parking stalls and one (1) ADA parking stall, which will be dedicated to the City as part of the right-of-way.
- 9) **Materials.** The building's facades shall consist of high-quality, durable, low-maintenance materials (e.g., composite siding and trellises, brick, stone, stucco, glass, and metal) in accordance with the City Center Overlay Zone (CCOZ) ordinance. The materials and windows shall be arranged according to the elevation sheets, as depicted in Exhibit C.
- 10) **Right-of-way improvements.** The Developer shall provide a ten-foot (10') wide public easement parallel to and abutting Villa Vista Avenue right-of-way. Additionally, The developer shall provide a five-foot (5') wide public easement parallel to and abutting Richmond St. The Developer shall also install frontage improvement to the abutting right of way (including but not limited to curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities).
- 11) **Streetscape and Dedication.** The streetscape along Villa Vista and Richmond shall be installed as depicted in Exhibit C, following the cross sections identified in Figure 18.47.7 and in Table 18.47-8 within MKZ 18.47.060 (CCOZ Design Standards).
- 12) **Ditch Agreement.** Irrigation improvements shall meet the requirements of the Lower Millcreek Canal Company.
- 13) **Restrictive Use Agreement.** The Developer shall cause the following language to be included in a declarations of covenants, conditions, and restrictions (CC&Rs) recorded against the Property at the time of recording a subdivision plat:
 - a) After the date upon which a unit is first sold to a consumer, such unit must be owner-occupied to the extent that the declaration/deed restriction requiring owner occupancy in favor of Millcreek City (the "Owner Occupancy Covenant") is in effect and applicable to that unit. Owner-occupied shall mean real estate that is both owned and is currently used as the then-current owner's primary residence. The then-current owner is not required to use the Property as its primary residence if:
 - i) The owner has a bona fide, temporary absence for activities such as military service, temporary job assignments, sabbaticals, or voluntary service;
 - ii) The owner is placed in a hospital, nursing home, assisted living facility, or similar facility that provides regular medical care, except retirement living facilities or communities, or dies;

- iii) The owner establishes a financial hardship, using clear and convincing evidence, that would prevent the owner from continuing to occupy the Property;
 - iv) The owner rents the Property to, or otherwise allows occupancy by, their children, stepchildren, parents, grandparents, or grandchildren;
 - v) The owner cannot sell the Property within one year for fair market value, which year shall begin upon listing of the Property in the Utah Multiple Listing Service (“MLS”);
 - vi) The owner’s employer has relocated the owner;
 - vii) The Property is occupied by an individual who has voting rights with respect to the entity that owns the Property and has at least 25% ownership of the entity; or
 - viii) The Property is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (i) a current resident of the Property or (ii) the parent, child, or sibling of a current resident of the Property.
- b) The foregoing owner occupancy restriction shall not apply to any unit that has been released from the Owner Occupancy Covenant, nor shall it apply after the expiration of the Owner Occupancy Covenant.



LOT AREAS:

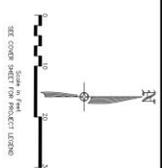
LOT	50 FT	ACRES
1	28,785	0.663
2	5,392	0.124
3	5,568	0.127
4	2,722	0.062

LOT PARKING REQUIREMENTS:

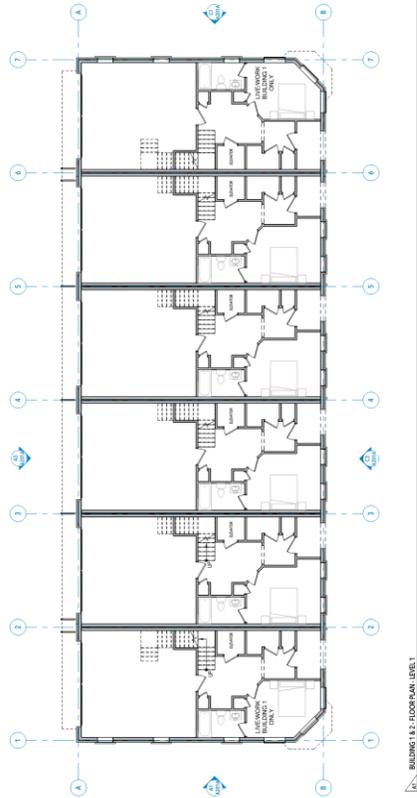
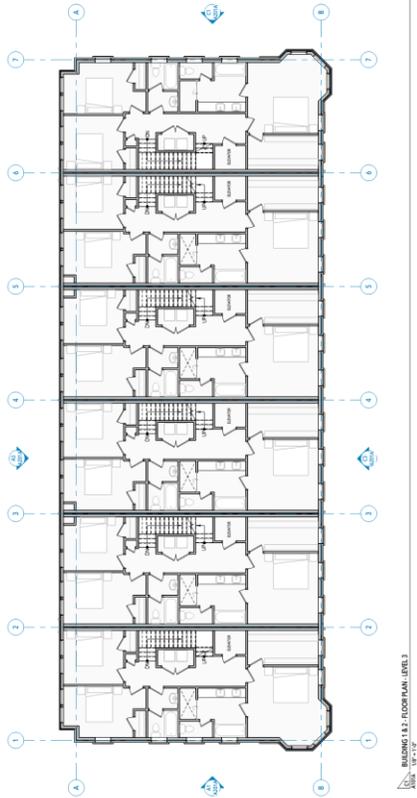
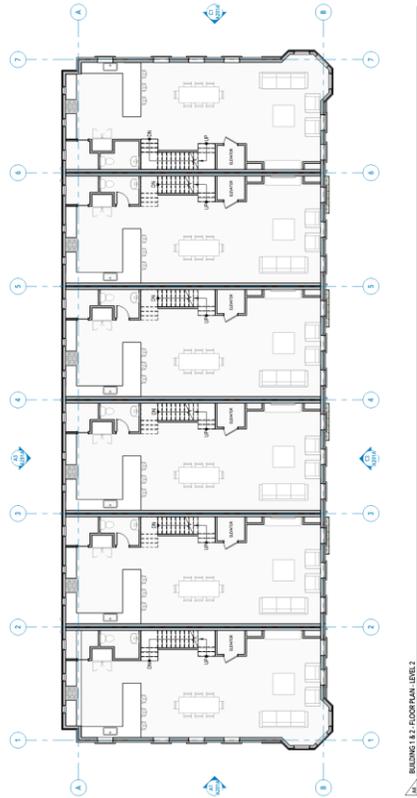
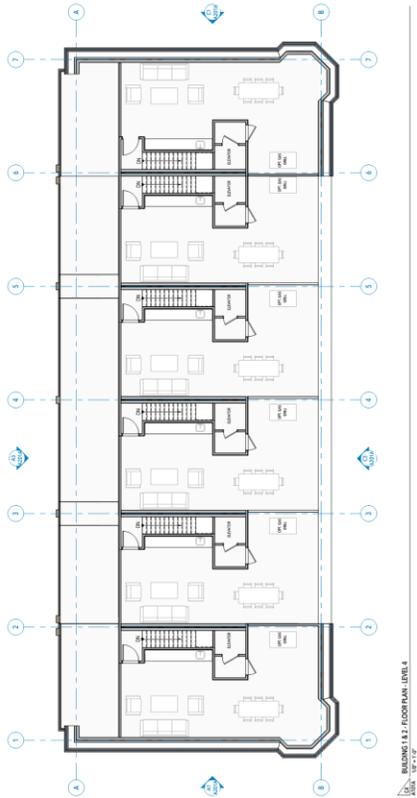
MULTI-UNIT RESIDENT DWELLING	OFFICE	OTHER RESIDENT
41	36	150 PER UNIT
18	5	0.25 PER UNIT

TOTAL REQUIRED: 44 (1 RESID. 1 TO 25)

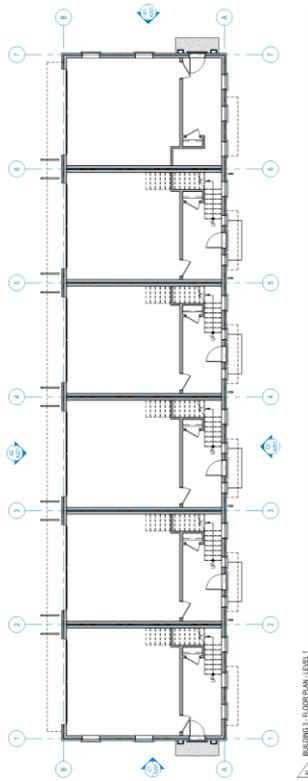
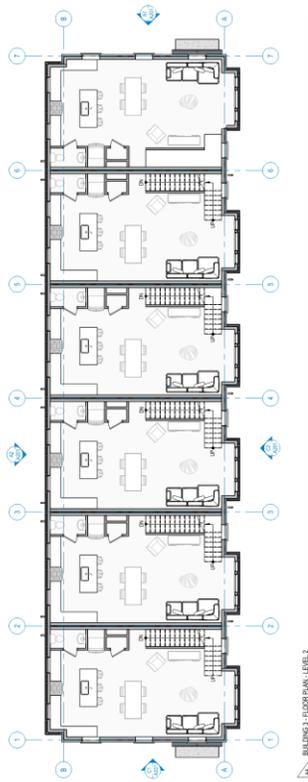
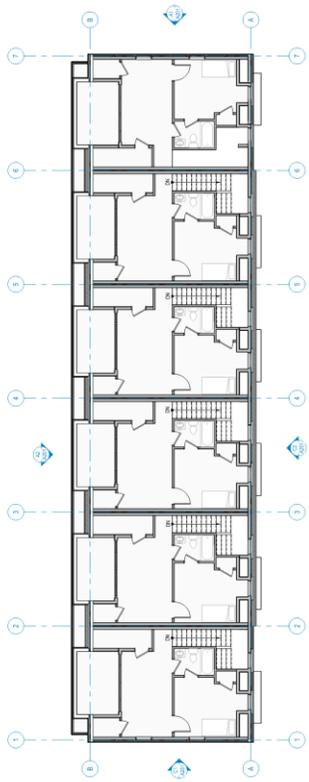
PROPOSED OFF-SITE PARKING: 19 2 SPACES FOR 4 UNITS



(Site Plan)



(Building One & Two Floor Plans)



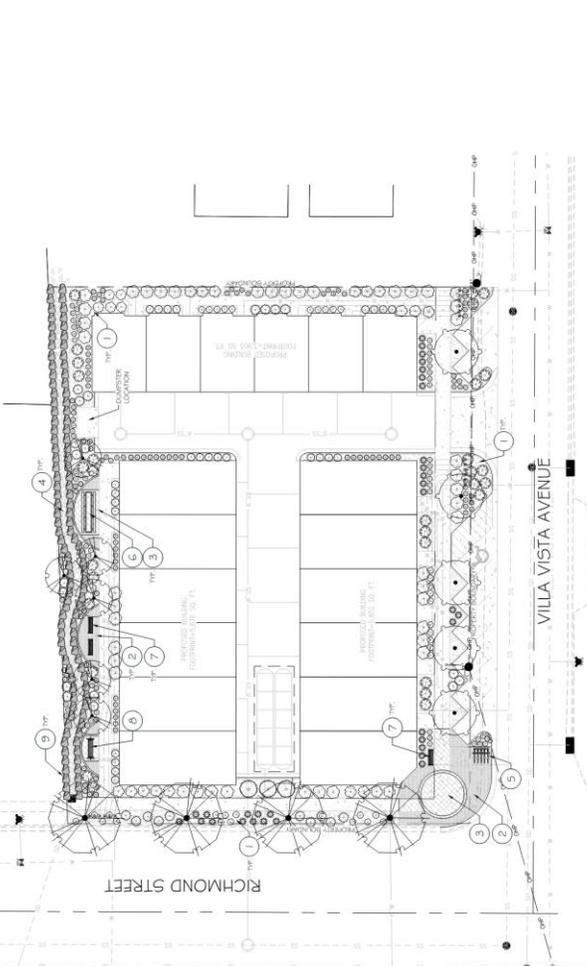
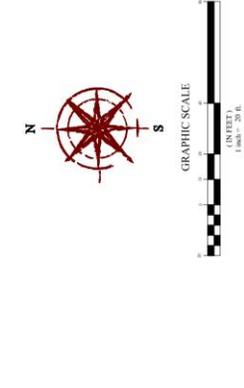
(Building Three Floor Plans)

PLANT SCHEDULE VILLA VISTA RESIDENTIAL

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	T	Acacia gummata	Firestick Myrtle	1.5' Cal.	5
	CO	Cercos occidentalis	Western Redbud	1.5' Cal.	6
	COB	Quercus laevis (var. prinus)	Shiny Honey Locust	1.5' Cal.	4
	RT	Rosa glauca	Blue Rose	5 gal.	5
	DK	Dryas octopetala	Ruby Glow	2 gal.	54
	MAC	Malva sylvestris	Compact Oregon Grape	5 gal.	25
	PM	Prunella melanocarpa	Blackberry	5 gal.	30
	RAW	Rosa rugosa	White Musk Rose	5 gal.	30
	SMA	Syringa amurensis	Anthony Waterer Bush	5 gal.	18
	ST	Syringa vulgaris	Debut French Syringa	5 gal.	3
	TD	Taxus canadensis	David's Blue Spruce	5 gal.	43
	OR	Ornamental Grasses	Ornamental Grasses	1 gal.	32
	PS	Panicum virgatum	Shirley's Bluegrass	1 gal.	54
	PH	Phlox subulata	Flamingo Phlox	1 gal.	50
	LM	Lamb's Ear	Mullein	1 gal.	35

REFERENCE NOTES SCHEDULE VILLA VISTA RESIDENTIAL

SYMBOL	CODE	DESCRIPTION	QTY
	1	WOOD MULCH	5,700 SF
	2	PAINTS	793 LF
	3	STAMPED COLORED CONCRETE	649 SF
	4	DECORATIVE COBBLE	1,001 SF
	5	IRIZ PAVING	1
	6	IRIZ PAVING	1
	7	IRIZ PAVING	3
	8	TWO PERSON COVERED SWING	1
	9	BENCH	114



LANDSCAPE NOTES

- TOP PRESS ALL TREES AND SHRUBS TO BE PLANTED WITHIN THE AREAS INDICATED ON THE PLAN. ALL TREES AND SHRUBS SHALL BE INSTALLED AFTER THE CONCRETE DRIVEWAY AND SIDEWALKS ARE COMPLETE.
- CONTRACTOR TO CONDUCT THEIR OWN QUANTITY TAKE-OFFS IN THE PLAN AND VERIFY THE QUANTITIES SHOWN ON THE PLAN AS WELL AS HAVE THE QUANTITIES VERIFIED BY THE ARCHITECT.
- CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THE PLAN AS WELL AS HAVE THE UTILITIES VERIFIED BY THE ARCHITECT.
- THE CONTRACTOR SHALL VERIFY THE CONCRETE DRIVEWAY AND SIDEWALKS ARE COMPLETE BEFORE ANY PLANTING ACTIVITIES BEGIN.
- THE CONTRACTOR SHALL VERIFY THE CONCRETE DRIVEWAY AND SIDEWALKS ARE COMPLETE BEFORE ANY PLANTING ACTIVITIES BEGIN.
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(Landscape Plan)

Exhibit D
(Deed Restriction)

[SEE FOLLOWING PAGE]

WHEN RECORDED, RETURN TO:
Ari Bruening
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, UT 84111

(Space above for Recorder's use only.)

NOTICE AND DECLARATION OF DEED RESTRICTIONS

This Notice and Declaration of Deed Restrictions ("Declaration/Deed Restriction") is made by Gardner Alfandre Holdings, L.C. ("Property Owner") for the benefit of Millcreek ("City" and collectively the "Parties"). This Declaration/Deed Restriction is based on the following facts:

- A. Property Owner is the sole owner of record of that certain real property situated in the County of Salt Lake, State of Utah, located at 1265 E Villa Vista Avenue, that is more particularly described in the attached Exhibit "A." Such real property and all improvements, or any individual residence constructed thereon, are collectively called the "Property."
- B. Property Owner applied to the City to obtain a City Center Overlay Zone Development Agreement zone at the property allowing more flexibility in terms of Design Standards. The City agreed to grant the development agreement zone and allow increased deviations from certain design standards in consideration of this Deed Restriction.
- C. The Parties desire to enter into and record this Declaration/Deed Restriction to give notice of this Declaration/Deed Restriction to successors in interest and others who may obtain an interest in the Property or any portion thereof.
- D. Property Owner further desires by this Declaration/Deed Restriction to acknowledge that the City has the authority to enforce the restrictions declared herein as restrictions running with the land that shall bind Property Owner and all successors in interest to the Property.

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

- 1. Following a sale of a residential unit constructed in a property to a third party, such residential unit must be owner-occupied. Owner-occupied shall mean real estate that is both owned and is currently used as the then-current owner's primary residence. The then-current owner is not required to use the Property as its primary residence if:
 - a. The owner has a bona fide, temporary absence of three years or less for activities such as temporary job assignments, sabbaticals, or voluntary service;
 - b. The owner has a bona fide, temporary absence for military service;

- c. The owner is placed in a hospital, nursing home, assisted living facility, or similar facility that provides regular medical care, except retirement living facilities or communities, or dies;
- d. The owner establishes a financial hardship, using clear and convincing evidence, that would prevent the owner from continuing to occupy the Property;
- e. The owner rents the Property to, or otherwise allows occupancy by, their children, stepchildren, parents, grandparents, or grandchildren;
- f. The owner cannot sell the Property within one year for fair market value, which year shall begin upon listing of the Property in the Utah Multiple Listing Service (“MLS”) with fair market value being determined by a disinterested appraiser that is mutually acceptable to the City and to the owner of the unit;
- g. The owner’s employer has relocated the owner;
- h. The Property is occupied by an individual who has voting rights with respect to the entity that owns the Property and has at least 25% ownership of the entity; or
- i. The Property is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (i) a current resident of the Property or (ii) the parent, child, or sibling of a current resident of the Property.

If there is any dispute about the foregoing, the matter shall be referred to the City’s Land Use Hearing Officer. The owner shall have the burden of proceeding and proving that one of the above-claimed exceptions applies.

2. A failure to comply with the owner-occupancy requirement by an owner of a unit of the Property shall constitute a breach of this Declaration/Deed Restriction and shall be enforceable by the City at its option against such owner.
3. In the event of a breach of the covenants set forth in Section 1 above, **the City shall have the right, until the termination date set forth below, to purchase from the applicable owner that is violating Section 1 such owner’s unit as set forth in this paragraph. The City may exercise its option to purchase the applicable unit only if the applicable owner is in violation of Section 1, the City has provided written notice to such owner that it is in violation of such Section, and such owner markets the unit for sale on the MLS. At the time of listing on the MLS, the seller shall send a notice to the City of such listing. Upon listing of the unit on the MLS, the City may exercise its option to purchase the Property by sending a written notice of election to purchase (a “Purchase Election”) within one (1) year of such listing. If the City does not send a Purchase Election within one (1) year, the City shall be deemed to have declined to exercise its option to purchase. If the City exercises its purchase option by timely sending a Purchase Election, the City shall purchase the listed unit for a price equal to the fair market value of the unit as determined by a disinterested appraiser that is mutually acceptable to the City and to the owner of the unit. This transaction shall be closed on a date scheduled by the City,**

not later than 20 business days following the sending of the Purchase Election. The closing will be held in the offices of a title company mutually acceptable to the City and to the owner of the unit. The owner of the unit will execute and deliver all documents required by the title company to convey the title to Property to the City free and clear of all monetary liens. The City's option to purchase a unit shall terminate once the unit has been made subject to an executed purchase and sale agreement, but shall be reinstated if the purchase and sale agreement is terminated without the transfer of the unit, until one (1) year has passed from the initial listing on the MLS. Notwithstanding the foregoing, the City's option to purchase shall not be triggered, and no notice need be given, when the Property Owner first lists a unit for sale to the first third-party purchaser. The City's option to purchase hereunder shall not apply to a foreclosure sale, delivery of a deed in lieu of foreclosure, or other similar enforcement action by a third party lender.

4. The City is hereby designated as a beneficiary of this Declaration/Deed Restriction and shall have the right, but not the obligation, to enforce the provisions herein.
5. In the case of a violation of the owner-occupancy requirement that is finally determined to exist (including any final determination by a court having jurisdiction over the Property), all actual, reasonable out of pocket costs incurred to appropriately enforce these restrictions shall be paid by the then-current owner of the unit which has violated such owner-occupancy requirements.
6. Subject to the provisions of Section 7 below, this Declaration/Deed Restriction shall run with the land and be binding upon, and enforceable against, all heirs, assigns, future owners, and successors in interest to the Property. If the Property or any portions thereof is conveyed to any other person or entity, the instrument that conveys title or any interest in or to said Property, or any portion thereof, shall contain the owner-occupancy limitation pursuant to the terms of this Declaration/Deed Restriction. If at any time these restrictions are determined by a court of competent jurisdiction not to constitute a covenant running with the land, Declarant intends that these restrictions shall form an equitable servitude on the Property, be binding on Property Owner, to the extent Property Owner owns any portion of the Property, and successors in interest, and remain in effect during the term of this Declaration/Deed Restriction.

Notwithstanding the foregoing, the City agrees and shall be obligated to execute and record a release of this Declaration/Deed Restriction at the request of Property Owner or its assigns for up to nine (9) total units within the Property. Such obligation shall be triggered by a request to release made by the Property Owner or its agent or assigns by providing written notice (email is sufficient) to each of the following:

The City planning director
The City attorney
The City recorder

Such requests may be made for individual or multiple properties. After such request is delivered by email transmission, the City shall promptly prepare, execute, and record or deliver to the Property Owner a release of the Declaration/Deed Restriction no later than five (5) business days from delivery of the request. If after five (5) business days, the City has not delivered the release of the Declaration/Deed Restriction, this Declaration/Deed Restriction shall automatically terminate as to the property(ies) identified in the request to release and shall have no further force and effect, and the Property Owner may record a statement to such effect.

7. This Declaration/Deed Restriction shall encumber the Property for a period of five (5) years from the date this Deed Restriction is executed (the "Termination Date"). Upon the Termination Date, this Declaration/Deed Restriction shall automatically terminate without requiring any documentation, notice, or recording materials. The Parties shall promptly cooperate and sign the documents they deem necessary to terminate this Declaration/Deed Restriction.
8. The City and Property Owner do not by this Declaration/Deed Restriction in any way or for any purpose become partners or joint venturers.
9. The following provisions are also an integral part of this Declaration/Deed Restriction:
 - a. This Declaration/Deed Restriction shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
 - b. The provisions of this Declaration/Deed Restriction are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Declaration/Deed Restriction.
 - c. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Declaration/Deed Restriction.
 - d. This Declaration/Deed Restriction may not be modified except by an instrument in writing signed by the parties hereto.
 - e. This Declaration/Deed Restriction shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
 - f. If either party brings any action or proceedings regarding this Declaration/Deed Restriction, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without a suit, at trial, or on appeal.
 - g. Time is the essence of this Declaration/Deed Restriction.

This Notice and Declaration is effective on the date of its recording with the Salt Lake County Recorder.

[signature pages follow]

MILLCREEK

By: _____
Signature

ATTEST:

Elyse Sullivan, City Recorder

Notary Acknowledgement

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2025, before me _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Declaration/Deed Restriction and acknowledge he/she/they executed the same.

Commission Number _____
My Commission Expires _____

Print Name: _____
A Notary Public Commissioned in Utah

Exhibit A

LEGAL DESCRIPTION

Legal Description

Parcel 1:

Beginning at a point 2 rods North and 539.5 feet West of the Southeast corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 165 feet, more or less, to the North line of lands conveyed to Severn Nielsen by deed from Henry Johnson, dated July 24, 1878, and recorded on said date in Book "M" of Deeds, at Pages 964-6; thence South $87\frac{1}{2}^{\circ}$ West 61 feet, more or less, to the East line of Richmond Street; thence South 165 feet, more or less, along the East line of said Richmond Street to the North line of Gunn Avenue; thence East along the North line of said Gunn Avenue 61 feet, more or less, to the place of beginning.

Tax I.D. 16-29-281-011-0000

Parcel 2:

Commencing at a point 2 rods North and 464.5 feet West from the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence West 75 feet; thence North 10 rods, more or less, to the North line of lands conveyed to Severn Nielsen by Deed from Henry Johnson dated July 24, 1878 and recorded on said date in Book "M" of Deeds at Pages 964-6; thence along said line described in said Deed North 87 degrees 30 minutes East 75 feet to a point due North of beginning; thence South 10 rods, more or less, to the place of beginning.

Together with a right of way over the following:

Commencing at the Southwest corner of the Northwest Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence East 14 rods, more or less, to the center line of County Road; thence North 15 degrees 30 minutes West 33.3 feet to a point due East of the Southeast Corner of lands decreed to Niels C. Nielsen by Decree of Distribution in the Matter of the Estate of Severn Nielsen, deceased, in the Third Judicial District Court of the State of Utah; thence West 76 rods to Salt Lake City Canal; thence South 41 degrees East to the East and West Quarter Section Line; thence East 61.75 rods to the place of beginning.

Tax I.D. 16-29-281-012-0000

Parcel 3:

Commencing at a point 33 feet North and 389.5 feet West of the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence West 75 feet; thence North 10 rods, more or less, to the North line of property conveyed to Severin Nielson by Deed from Henry Johnson, recorded in the Office of the County Recorder of Salt Lake County, Utah in Book "M" of Deeds, Pages 964-6; thence along said line described in said deed, North $87^{\circ}30'$ East 75 feet, more or less, to a point due North of Beginning; thence South 10 rods, more or less to the place of beginning.

Tax I.D. 16-29-281-013-0000



City Center Overlay Zone (CCOZ) Pre-Application and Checklist

Millcreek City Hall
1330 East Chambers Avenue
Millcreek, Utah 84106
801-214-2700
millcreekut.gov

All boxes and fields below must be completed

Date of Application Submission: 10.14.2025	Property Address: 1265 Villa Vista Dr. Millcreek, UT 84106
--	--

Parcel Number(s): 16-29-281-011-000

Name of Proposed Development: Villa Vista Townhomes	Square Feet: 54,886
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Description of Proposed Development:
1265 Villa Vista Townhomes is a proposal for an 18-unit townhome project located along Villa Vista Dr. The project consists of three (3) buildings located on three parcels that total 0.8 acres. Currently the parcel is vacant and is being used for construction staging and parking for the apartment building to the South. These townhomes will be owner-occupied. Buildings one and 2 will be 3 stories with a rooftop patio and building 3 will be four stories. Building 1 along villa vista will have two (2) live work units.

All development located in the City Center Overlay Zone (CCOZ) shall submit a completed City Center Overlay Zone (CCOZ) Checklist and Application. Applications that fail to adequately address all city requirements will not be accepted and processed. All applications deemed a conditional use permit are subject to the procedures and requirements found in 18.15.030 Administrative Decisions – Other Land Use Decisions (A) and must also fill out the Conditional Use Supplementary Questions and Standards of Approval forms.

Verify the information below has been submitted with application per 18.15.030 Administrative Decisions – Other Land Use Decisions (A)

Contact Information: Name, address, telephone number, e-mail.

The property owner's name, address, e mail, and telephone number, if different than the applicant, and the property owner's signed consent to the filing of the application.

The current zoning classification, zoning district boundaries, and present use of the subject property.

A site plan or plans, drawn to scale, including sketches of the types of buildings proposed, floor plans, elevations of proposed buildings, materials, landscaping, parks, plazas, pedestrian pathways, parking, low impact design stormwater techniques to be applied to the site, known faultlines and recommended setbacks, oblique sketches of the project to show any view related issues (Valley and Mountains), and conceptual street cross sections using the requirements of Section **18.47.060 Design Standards**.

✓ if Yes	Site Plans Shall Include the Following Below:	Staff Use Only	
<input type="checkbox"/>	Owner name and all addresses of the proposed development	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Location and name of streets	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Property boundaries and dimensions including any known survey monuments	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Location and footprints of any proposed structures	<input type="checkbox"/>	<input type="checkbox"/>

<input checked="" type="checkbox"/>	Location and stall counts of all proposed parking including any on-street parking	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Precise location of existing and proposed driveways or entry ways	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Location of existing and proposed fencing	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Location of proposed waste container and enclosure	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility plans, including additional water and sewer service. Identify location of any irrigation canals or ditches.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Location of any proposed signs	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Location of existing and proposed easements, including all easements within 50 feet on abutting properties	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Location of any streams or waterways, if applicable	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Tabulation table identifying percentage of land use allocation on the site (building coverage, open space, landscaping, parking)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	A written explanation of the project that describes the thematic elements of the project, the place making concepts, one or more signature features, commercial and mixed-use designs (if applicable), potential tenants, its' relationship to the goals for the City Center and other details that will provide reasons that the development will create a long term benefit to the City and proposed techniques to mitigate any anticipated detrimental effects.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	A site-specific geologic hazard study and report, if required per Chapter 18.61 Sensitive Lands .	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	A summary table / tabulation box showing: floor area by use, provided parking by use, materials percentages, percentages of doors and windows, residential amenities if required, and open space requirements.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Other information or documentation the City may deem necessary, as described on the application form, for proper review and analysis of a particular application and its potential detrimental effects.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Millcreek Land Use Application and Owner Affidavit (Signed and Notarized)	<input type="checkbox"/>	<input type="checkbox"/>

CCOZ Pre-Application Compliance Matrix

Checkmark and Complete All boxes and fields below

CCOZ District		Building Elevations	
Neighborhood	<input type="checkbox"/>	12-26 feet <input type="checkbox"/>	40-75 feet <input type="checkbox"/>
Mill Center	<input checked="" type="checkbox"/>	12-38 feet <input type="checkbox"/>	48-75 feet <input type="checkbox"/>
MarketPlace	<input type="checkbox"/>	24-50 feet <input checked="" type="checkbox"/>	
Building Type		Adjacent Streets and Types	
Mixed-Use	<input type="checkbox"/>	Multi-Family	<input type="checkbox"/>
		Highland Drive	<input type="checkbox"/>
		Millcreek Common	<input type="checkbox"/>

Office/Comm/Civic Mixed <input type="checkbox"/>	Townhome <input checked="" type="checkbox"/>	Richmond/1300 East <input checked="" type="checkbox"/>	Laneway <input type="checkbox"/>
Adaptive Reuse <input type="checkbox"/>		3300 South <input type="checkbox"/>	Woonerf <input type="checkbox"/>
Commercial Single Purpose <input type="checkbox"/>		Neighborhood Street <input type="checkbox"/>	Corner Lot <input type="checkbox"/>

Parking Stalls by Use					Shared Parking, EV and ADA	
USE TYPE	√ IF YES	UNIT #	STALLS REQ.	STALLS PROVIDED	SHARED PARKING: Y/NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
STUDIO	<input type="checkbox"/>				REQUIRED SPACES BEFORE SHARED PARKING TABLE:	
1 BEDROOM	<input type="checkbox"/>				SPACES PROVIDED AFTER SHARED PARKING TABLE: 36	
2 BEDROOM	<input type="checkbox"/>				EV SPACES WITH 220 VOLT CHARGING STATION:	
3 OR MORE BEDROOM	<input checked="" type="checkbox"/>			44	EV SPACES WITH 220 VOLT INFRASTRUCTURE:	
GUEST (.25)	<input type="checkbox"/>				ADA SPACES PROVIDED: 1	
COMMERCIAL	<input type="checkbox"/>				On-Street Parking Stalls	
SERVICE	<input type="checkbox"/>				HOW MANY SPACES:	8
OFFICE	<input type="checkbox"/>				STREET NAME(S):	Villa Vista Dr.
TOTAL:					STREET NAME(S):	

Please be as specific as possible and verify plan set type, page and sheet number are correct. FOR PROJECT DETAILS, DO NOT LEAVE BLANK, WRITE N/A, UNAVAILABLE, OR COMING SOON.

CATEGORY	CCOZ REQUIREMENT	PROJECT DETAILS (Provide page and sheet number in plans identifying requirement is satisfied.)	REVIEW NOTES (Office Only)
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Use Requirements

Commercial Uses	Required for ground floor facades.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		ARCHITECTURAL SHEETS	70	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Streetscape Requirements

Street Type	List applicable street type and illustrate correct right-of-way	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
		PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED

Street Tree Plan	Depends on street type. See Millcreek Urban Forestry Standards.	LANDSCAPE SHEETS	68	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Dedication	May be required based on street type. Is correct right-of-way dedication illustrated.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Street Furnishing, Light Poles	Required based on street type. Are all furnishings and lightpoles labeled correctly. Refer to CCOZ light pole plan.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		LANDSCAPE AND SITE ELECTRICAL SHEETS	66 & 68	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Bulk Requirements					
Build to Zone	0 to 10 feet – subject to new street standard	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Minimum Side Yard Setbacks	10 feet between buildings. Note: greater setbacks may be required where walls containing residential windows are adjacent to another building with residential windows.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Minimum Rear Yard Setbacks	10 feet, or 25 feet if adjacent to residential zoning.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
		PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	

Building Height	Maximum height to be established per the height map in the CCOZ. Applicant to verify by survey the property location to determine the allowable height.	ARCHITECTURAL SHEETS	71 & 73	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Height Transitions	Required for projects within 100 feet of an R-1 or R-2 zone	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		ARCHITECTURAL SHEETS	71 & 73	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Minimum Lot Coverage	50 percent	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Maximum Lot Coverage	80 percent	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Off-Street Parking	Must be located to the side or rear of building or structure	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		ARCHITECTURAL & CIVIL SHEETS	61, 70 & 72	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Design Standards					
Entrances	First floor entrances must face street.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	
		ARCHITECTURAL & CIVIL SHEETS	61, 70 & 72	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
		PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED	

Building step-backs	20' foot street or common facing setback required between first and third stories.			YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Windows	50 percent of street facing facades, and 25 percent of upper story facades. Windows must be designed to standards described in the graphic.	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
		ARCHITECTURAL SHEETS	71 & 73	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Landscaping	Specific street trees required. Submit plan for non-public spaces. See Millcreek Urban Forestry Standards.	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
		LANDSCAPE SHEETS	68	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Garbage and Recycling	May not be closer than 10 feet from a property line, unless in a parking structure. Enclosures are required for waste containers outside of buildings.	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Building Materials	Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way. Stone or brick must be 50 percent of ground floor, excluding windows, or 75 percent of ground floor, excluding windows, if the project is in the Mill Center District	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
		ARCHITECTURAL SHEETS	71 & 73	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Building Length	No single building may exceed 300 feet in length.	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
		ARCHITECTURAL SHEETS	71 & 73	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
		<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	

Building Separation	Buildings must be separated by at least 10 feet. Note: greater setbacks may be required where walls containing residential windows are adjacent to another building with residential windows.	CIVIL SHEETS	61	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Facade Articulation	Rooflines shall vary every 100 feet. 3 foot depth façade depth variation requires for buildings longer than 100' feet. 2' foot other sides.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		ARCHITECTURAL SHEETS	71 & 73	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Plaza	Sites greater than one acre must have a plaza on the front, corner side, or side of the building.	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Open Space	Defaults to lot coverage requirements. Residential open space to be 20 percent not including private balconies. May be reduced with a fee-in- lieu, under certain circumstances	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		CIVIL SHEETS	61	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Commercial Frontage	100% of a ground floor along and facing Mill Common 50% of a ground floor facing a street outside of Mill Common area	PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED
		ARCHITECTURAL SHEETS	70	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
		PLAN SET TYPE	PAGE #	REQUIREMENT SATISFIED

Residential Amenities	3 required per 19.44.050 (11)	CIVIL SHEETS	61	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Rooftop Gardens	Allowed, subject to design standards. A ten-foot setback is required for any amenity feature on a roof deck, except for solar panels	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
		ARCHITECTURAL SHEETS	70	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Balconies	All units must have a balcony of 60 sf and 6' depth.	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
		ARCHITECTURAL SHEETS	70 & 72	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Utilities	Utilities must be buried underground.	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
		CIVIL & SITE ELECTRICAL SHEETS	63 & 64	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Management	24 hour onsite management required. 19.44.050 (E) (17)	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
				YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Electric Vehicle Charging	Parking structures shall include one 220V electric vehicle charging station per each 10 stalls. 1 per garage in Townhouses	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	
		SITE ELECTRICAL SHEETS	64 & 65	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
		<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>	

Unit Storage	Each unit must provide 100 cubic feet of unit storage. 19.44.050 (E)(17)	ARCHITECTURAL SHEETS	70 & 72	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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Energy Efficiency	Rooftops must include solar for at least 50% of rooftop area or building shall be designed to exceed the energy efficiency standards of the current state-adopted International Energy Conservation Code and ASHRAE standards by at least 5%.	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>
				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Parking

Minimum Parking Requirement	MKZ 19.80 PARKING AND MOBILIZATION	<u>PLAN SET TYPE</u>	<u>PAGE #</u>	<u>REQUIREMENT SATISFIED</u>
	1.0 spaces per studio unit	ARCHITECTURAL & CIVIL SHEETS	61, 70 & 72	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	1.0 space per one bedroom unit			
	1.5 spaces per two-bedroom unit			
	2 spaces per unit for units with three or more bedrooms			
	0.25 spaces per unit for visitor parking			
	Restaurant - 1 space per 150 square feet of seating area			
	Profession Office - 1 space per 400 square feet			
	Retail - 1 space per 300 square feet of gross floor area			

Submit this application with all required documents to the Planning Department for review.

Additional Comments:

UNIFIED FIRE AUTHORITY

FIRE PREVENTION DIVISION

Fire Code Modification Request Application



FIRE CODE MODIFICATIONS

Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *fire code official* shall have the authority to grant modifications for individual cases, provided the *fire code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the department of fire prevention. [2021 IFC 104.9]

Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. The *fire code official* is authorized to approve an alternative material or method of construction where the *fire code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety. [2021 IFC 104.10]

Fire Code modifications must be in compliance with the intent and purpose of the fire code so that any approved modification does not lessen health, life, and fire safety requirements. Fire Code Modifications are not a variance. Instead, a modification requires approval which will likely involve City or County Code Officials as well. Code modifications are only approved for where or when adherence to the strict letter of the International Fire Code is impractical in the opinion of the Code Officials.

**PLEASE DO NOT ASSUME THAT A REQUEST FOR A CODE MODIFICATION
WILL BE AUTOMATICALLY APPROVED!**



Application for Fire Code Modification

I (we) Kensington Home Company are requesting that the
Please print the name of the property owners and person making this request.

Unified Fire Authority **(Per IFC 104.9)** grants the following fire code modification(s). This request is based upon the specific practical difficulties described herein and the fact of not being able to carry out the provisions of the fire code. It is understood that the fire code official has the authority to grant or deny this request. The fire code official must find that special individual reasons make the strict letter of the fire code impractical, and that this request is in compliance with the intent and purpose of the fire code. This modification shall not lessen health, life and/or fire safety requirements. If approved, (or not) these documents will be entered in the files of the fire department pertaining to the project described. A copy will be provided to the applicant.

Name: Matt Wilcox

Your Present Address: 650 S 500 W Suite #250 Salt Lake City, UT 84101

Phone: 3012720194, Cell 3012720194

Property Owner Name if Different than Above: CC Archer, LLC

Property Address: 3055-3061 S. Richmond ST, 1265 E Villa Vista Ave, Millcreek, UT 84601

Parcel Number if Applicable: 16-29-281-011, 16-29-281-012, and 16-29-281-013

City or County Reference Number if Applicable: _____

Instructions:

On the attached page, please describe the reasons why you are requesting a fire code modification. Note that the reason or reasons must comply with the information stated above. The Unified Fire Authority does not assume any liability for installation different that what is described or for the maintenance of the described fire code modification. The Unified Fire Authority does reserve the right to approve or deny this request and/or the continued maintenance thereof. Attach any additional pages or plans as necessary.

Code Modification Request:

We are requesting acceptance of the alternative means and methods detailed in the attached documents. Site constraints do not allow for fire apparatus access to the long side of all three townhome buildings in the proposed plan. There is no practical way to redesign the site to allow for apparatus access to all of the units. Also, keeping the townhome units limited to 30' parapet height is not practical for the price points that the subject site will demand. We believe that the combination of fire safety approaches designed into each of the three buildings provide multiple safe methods for access and providing emergency assistance.

Signature:  Date: July 18, 2025

Please submit additional material if needed. If you have questions contact the Unified Fire Authority Fire Prevention Bureau at 801-743-7230.

For Office Use Only

Date: July 22 2025, Building Official Signature: 

Approved: Denied: Notes: _____

Date: 07/23/2025, Fire Code Official Signature: 

Approved: Denied: Notes: Documents to be included with construction plans

[APPROVAL IS REQUIRED FROM BOTH THE BUILDING AND FIRE CODE OFFICIALS]



Buildings require a fire sprinkler & alarm system.

- *Report of fire access and sprinklers to be provided sent to city on 7/18/2025.*

Buildings over 30'-0" high will have additional fire code requirements.

- *Conversations have started with the fire marshal and will be designed to accommodate fire code requirements.*

A code modification may be requested when practical difficulties limit code compliance.

- *Report of fire access and sprinklers to be provided sent to city on 7/18/2025.*

Building Stepbacks:

Building Stepbacks along Streets and Property Frontages: For any building or development that is over 40 feet in height or located on properties fronting on the Millcreek Common, 3300 South, Richmond and/or with frontage on Highland Drive, a 20-foot stepback of the building façade, facing any street, is required between the top of the first story and the top of the third story and upper stories. This building stepback shall incorporate one of the two stepback variations:

A segmented stepback, such as, a 10-foot initial stepback between the first and second stories followed by an additional 10-foot stepback between the second and third stories as depicted in Figure 18.47.13, or;

A full stepback of 20 feet between the first and third stories, that is utilized as a usable space for building tenants or businesses occupying the building, as depicted in Figure 18.47.14.

- *No longer applies to building 1 and 2, but we do not comply with Villa Vista facing façade of building 3.*

Building Stepbacks along Side and Rear Property Lines: For any building over 40 feet in height, the following building stepbacks apply:

Rear Property Line. A five-foot (5') stepback along a façade facing the rear property line is required between the top of the first story and the top of the third story and upper stories. Building setbacks greater than 15 feet in depth from a rear property line are not required to provide a five-foot (5') building stepback.

- *No longer applies to building 1 and 2, but we do not comply with Villa Vista facing façade of building 3.*

Side Property Line. 10-foot stepback along a façade facing a side property line is required between the top of the first story and the top of the third story and upper stories. Building setbacks greater than 15 feet in depth from a side property line are not required to provide a 10-foot building stepback.



Stepback Exceptions:

Exception for Buildings with Corner Plazas. For buildings on corners where a corner plaza is required by MKZ 18.47.070 (A), facades within 30 feet of the edge of the corner plaza are not required to include a building stepback.

Exception for Commercial Single-Purpose Buildings. Commercial single-purpose buildings are exempt from Stepbacks along Streets and Property Frontages so long as the proposed building is no greater in length than one hundred feet, no greater in depth than eighty feet, has a ground story footprint that is eight-thousand square feet or less, is no greater than 40 feet in building height, and the following additional design standards are met:

- *No longer applies to building 1 and 2, but we do not comply with Villa Vista facing façade of building 3.*

For street-facing building facades, exterior building materials used shall consist of a minimum of 75 percent brick or stone excluding windows, and 25 percent of the exterior building materials may consist of composite materials, or other materials of similar quality, hardness, and low maintenance characteristics excluding windows. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way.

- *Currently do not meet the 75% brick requirement. Current max percentage is 61% brick along Villa Vista and 55% Brick along Richmond.*

First story and ground stories shall be at least 12 feet in height.

Buildings must have a minimum of at least one entrance to the first story and shall front on the street. Entrance locations fronting the street shall be further articulated by a change in composition materials, color, texture, or pattern, and shall be recessed or projected.

- *This is saying that all first levels must be 12 feet in height, not just the corner units like we are currently planning for and showing for the live/work units.*

Windows shall constitute at least 50 percent of the first story street-facing facades, and 25 percent of all upper story facades.

- *We don't comply. 50% glazing requirement for this product type does aid to the design or usability of internal spaces. Current max glazing along Villa Vista is 20% and 18% along Richmond.*

Windows shall be at least 50 percent transparent. Interior lighting is required. Street facing windows that are not on the 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.

- *No window coverings will be added other than potential tint and interior shades.*



Living screens may replace up to 50 percent of the window requirement for the lowest anticipated pedestrian traffic frontage.

- *We will not be screening the windows on the first level or any level above.*

Mirrored windows are not allowed. Any east or west facing windows above the third story shall be non-reflective to prevent glare.

- *Owner may want to tint upper windows but not likely. No mirrored applications will be applied.*

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.

- *Owner will likely not want frosted glass or one sided glazing. All buildings do not have balconies. Interior of windows will have blinds or shades chosen by the owner.*

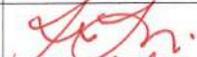
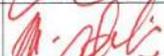
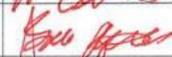
Building Massing and Façade Articulation: All buildings shall be designed to have at least three of the following.

- Visual breaks along the street-facing façade such as horizontal articulation in the plane of the façade by at least two feet (2').
- Change in height at the top of the building by at least 10 feet for every 100 feet of façade length.
- Changes in materials, color, texture, or pattern for greater than 50 percent of the building façade.
- Indentations/recesses at least 10 feet in depth along the street facing facades at 100-foot intervals.
- Usable terraces (a larger balcony intended as a private resident leisure space) at least 10 feet in depth along the street facing facades.
- Covered walkways on the south, east or west facing facades on the street(s) other than Millcreek Common Street.
- Except for Millcreek Common facing buildings, columns, or pilasters with a minimum four-inch (4") horizontal depth from the plane of the façade and spaced at a minimum interval of 50 feet.

- Water rights, Where the irrigation water comes from?
 From the existing ditch pipe.
 Clean up box.

Villa Vista New Development – Neighborhood Meeting (07/31/2025)

*Correct Lot Size

Name	Signature	Comments
FRANCIS LUPT		
Hamid Adib		hamid@adibs.com
Lukas, Steffen		
JEFF GIBSON		
LYNDA GIBSON		IRRIGATION WATER (DITCH) LMIC
JOHN C. JONES		Owner Occupant Restrictions
		SUICIDE TURN LANE ON RICHMOND
		STREET - EAST ON TO VILLA VISTA
		FROM RICHMOND ST. ?



GEOTECHNICAL INVESTIGATION
MC29 DEVELOPMENT
NORTHEAST CORNER OF
VILLA VISTA WAY AND RICHMOND STREET
MILLCREEK, UTAH

PREPARED FOR:

SOAR REALTY
3660 EAST COVE POINT DRIVE
SALT LAKE CITY, UT 84109

ATTENTION: RUSS SORENSEN

PROJECT NO. 1210369

JUNE 16, 2021

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FIGURES FROM AGECE PROJECT NO. 1180222

EXECUTIVE SUMMARY

1. Approximately 5 inches of asphaltic concrete overlying approximately 13 inches of granular fill was encountered in Boring B-2. Approximately ½ foot of topsoil was encountered in Boring B-1. Approximately 2½ to 4½ feet of natural lean clay was encountered below the fill and topsoil overlying gravel which extends to depths of 12 to 21 feet. Lean Clay and interlayered lean clay and silty sand was encountered below the gravel and extends the maximum depth investigated, approximately 45½ feet.
2. Subsurface water was encountered in the slotted PVC pipe installed in Boring B-1 at a depth of approximately 35 feet when checked 8 days after drilling. No subsurface water was encountered in Boring B-2 to the depth investigated when checked.
3. The proposed buildings may be supported on spread footings bearing at a depth of at least 20 feet below the ground surface on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil. Foundation recommendations including bearing pressures, thickness of structural fill and estimated settlements for the assumed building loads are presented in the report.
4. Construction difficulties can be expected when the fine-grained soil is very moist to wet, such as in the winter, spring or at times of prolonged rain fall or where excavation extends down to the very moist to wet soil. When the subgrade consists of very moist to wet clay, it may be necessary to excavate down to granular soil or to place 1 to 2 feet of granular borrow above the subgrade in areas of construction traffic to provide site access and a working surface for construction of the pavement.
5. A site-specific liquefaction evaluation was conducted for the site. The subsurface conditions encountered at the site to the depth investigated consist primarily of lean clay below the water level. Based on the subsurface conditions encountered at the site to the depth investigated and the site specific liquefaction analysis conducted, it is our professional opinion that liquefaction is not a hazard at this site.
6. Geotechnical information related to foundations, subgrade preparation, pavement design and materials is included in the report.

SCOPE

This report presents the results of a geotechnical investigation for the proposed MC29 development to be located along the northeast corner of Villa Vista Way and Richmond Street in Millcreek, Utah. The report presents the subsurface conditions encountered, laboratory test results and recommendations for foundations and pavement. The study was conducted in general accordance with our proposal dated May 7, 2021.

Field exploration was conducted to obtain information on the subsurface conditions. Samples obtained from the field investigation were tested in the laboratory to determine physical and engineering characteristics of the on-site soil. Information obtained from the field and laboratory investigations was used to define conditions at the site for our engineering analysis and to develop recommendations for the proposed foundations and pavements.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

PREVIOUS STUDY

We previously conducted a geotechnical investigation for the eastern portion of this block development and presented our findings and recommendations in a report dated May 3, 2018 under AGEC Project No. 1180222. Information presented in the referenced report was used to augment information obtained from this study and to development recommendations for the proposed construction. Figures from the prior investigation are included in the appendix of this report.

SITE CONDITIONS

At the time of our field study the site contained two single-family residences, two apartment buildings and a vacant retail building. The apartment buildings along the west side of the site are single-story, masonry structures with slab on grade. The residences are one to two-story, wood-frame structures with basements. The retail building (prior residence) is a single story structure with a basement. The apartment buildings along the east side of the site are two-story structures with slab on grade and partial depth basements.

The ground surface for most of the site slopes gently down toward the west. Vegetation at the site consists of small areas of grass landscaping, shrubs and trees.

Richmond Street borders the west side of the property. Villa Vista Way (previously known as Gunn Avenue) extends along the south side of the site. There are some apartments and a self-storage facility to the north of the site. The area to the east of the site is currently under construction. A below-grade level concrete parking structure has been constructed.

FIELD STUDY

The field study was conducted on May 24, 2021. Two borings were drilled at the approximate locations indicated on Figure 1 using 8-inch diameter hollow-stem auger powered by a truck-mounted drill rig. The borings were logged and soil samples obtained by a representative of AGECE. Logs of the subsurface conditions encountered in the borings are graphically shown on Figure 2 with legend and notes on Figure 3.

SUBSURFACE CONDITIONS

Approximately 5 inches of asphaltic concrete overlying approximately 13 inches of granular fill was encountered in Boring B-2. Approximately ½ foot of topsoil was encountered in Boring B-1. Approximately 2½ to 4½ feet of natural lean clay was encountered below the

fill and topsoil overlying gravel which extends to depths of 12 to 21 feet. Lean Clay and interlayered lean clay and silty sand was encountered below the gravel and extends the maximum depth investigated, approximately 45 ½ feet.

A description of the various materials encountered in the borings follows:

Fill - The fill consists of lean clay with sand. It is moist, mottled and dark brown.

Topsoil - The topsoil consists of lean clay. It is moist, dark brown and contains roots and organics.

Lean Clay - The clay contains small amounts of sand and occasional coarse sand and gravel. The clay is medium stiff to stiff, moist to wet and reddish brown to gray.

Laboratory tests conducted on samples of the clay indicate that it has natural moisture contents ranging from 29 to 30 percent and natural dry densities ranging from 88 to 95 pounds per cubic foot (pcf).

Test results indicate that a sample of clay tested has an unconfined compressive strength of 2,695 pounds per square foot (psf).

Consolidation tests conducted on samples of the clay indicate that it will compress a small to moderate amount with the addition of light to moderate loads. Results of the consolidation tests are presented on Figure 4.

Interlayered Lean Clay and Silty Sand - The interlayered soil is medium stiff/medium dense, moist to wet and reddish brown with iron oxide staining.

Laboratory tests conducted on a sample of the interlayered soil indicate that it has a natural moisture content of 25 percent and a natural dry density of 100 pcf.

A consolidation test conducted on a sample of the interlayered soil indicates that it will compress a small to moderate amount with the addition of light to moderate loads. Results of the consolidation test are presented on Figure 5.

Poorly-graded Gravel with Clay and Sand - The gravel is dense to very dense, slightly moist to moist and reddish brown.

Poorly-graded Gravel with Silt and Sand - The gravel contains small to moderate amounts of silt and sand. It is dense to very dense, slightly moist to moist and reddish brown.

Laboratory tests conducted on a sample of the gravel indicate that it has a natural moisture content of 1 percent and a natural dry density of 121 pcf.

Results of the laboratory tests are summarized on Table I and are included on the logs of the exploratory borings, Figure 2.

SUBSURFACE WATER

Subsurface water was encountered in the slotted PVC pipe installed in Boring B-1 at a depth of approximately 35 feet when checked 8 days after drilling. No subsurface water was encountered in Boring B-2 to the depth investigated when checked.

Fluctuations in the water level will occur over time. Generally, water levels are expected to be highest in the spring and summer and lowest in the fall and winter months. An evaluation of fluctuations in subsurface water level is beyond the scope of this report.

PROPOSED CONSTRUCTION

We understand that the existing buildings and pavements will be removed. The proposed development will likely consist of five stories of wood-frame apartments overlying two stories of concrete retail and mixed-used space overlying two stories of a concrete parking structure. We understand that the lower parking level will extend at least 20 feet below the existing grade. We have assumed building loads consisting of wall loads up to 15 kips per lineal foot and column loads up to 900 kips.

We have assumed traffic conditions for pavement within the apartment development to consist of relatively light passenger vehicles, two delivery trucks per day and five trucks per day. The traffic conditions assume one-way traffic with an average gross weight of 20 kips for trucks.

If the proposed construction, building loads or traffic is significantly different from what is described above, we should be notified so that we can reevaluate our recommendations.

RECOMMENDATIONS

Based on the subsoil conditions encountered, laboratory test results, and the proposed construction, the following recommendations are given:

A. Site Grading

We anticipate that excavation for the below-grade portions of the structures will extend to depths of up to approximately 20 feet below the existing ground surface.

1. Subgrade Preparation

Prior to placing grading fill or base course, the organics, topsoil, unsuitable fill, debris and other deleterious material should be removed. The subgrade should be proof-rolled to identify soft areas. Soft areas should be removed and replaced with compacted granular borrow consisting predominantly of gravel with less than 15 percent passing the No. 200 sieve. If the subgrade is very moist to wet, the subgrade should not be proof-rolled but cut to undisturbed natural soil below the topsoil and fill and a sufficient thickness of granular borrow placed to provide construction equipment access.

The upper soil and soil at the assumed lower floor elevation consist primarily of clay, which may result in access difficulties for rubber-tired construction equipment when the clay is very moist to wet. Care should be taken not to disturb the natural soil to remain below the proposed building and pavement. When the subgrade consists of very moist to wet clay, placement of 1 to 2 feet of granular borrow in areas of construction traffic can improve site access and provide a working surface for construction of the pavement. A support fabric may be placed between the clay and fill to facilitate construction.

2. Excavation

Excavation at the site can be accomplished with heavy-duty excavation equipment. Consideration should be given to using excavation equipment with a flat cutting edge when excavating for building foundations in clay to minimize disturbance of the bearing soil.

a. Unretained Cut Slopes

Temporary unretained cut slopes up to approximately 20 feet in clay may be constructed at 1 horizontal to 1 vertical or flatter. Temporary excavation slopes in granular soil may be constructed at 1 ½ horizontal to 1 vertical or flatter. It is the responsibility of the contractor to

provide appropriate slopes to assure safe working conditions and stability of adjacent facilities. Additional evaluation of excavation slopes by a qualified engineer may be required during the construction process.

b. Shoring

Care should be taken to maintain the stability of excavations during construction. Proper side slopes or shoring should be provided for safety of workers and to support adjacent pavements, structures or utilities. Shoring should be designed to restrain the soil mass along with the surcharge from construction equipment spoil piles and other loads.

Active lateral loads may be calculated using an equivalent fluid weight of 50 and 40 pcf above the water table for cohesive and granular soils, respectively. The lateral load calculation should include the effect of sloping backfill, surcharge and other loading conditions, which are not included in the values given above. An appropriate factor of safety should be used in design for the shoring system.

3. Materials

Materials used as fill for the project are anticipated to consist of imported fill and the on-site soil. Recommendations for these materials are shown below.

a. Imported Fill

Listed below are materials recommended for imported structural fill.

Fill Location	Recommendation
Below Footings	Non-expansive granular soil Passing No. 200 Sieve < 35% Liquid Limit < 30% Maximum size 4 inches
Below Floor Slabs (Upper 4 inches)	Sand and/or Gravel Passing No. 200 Sieve < 5% Maximum size 2 inches
Below Floor Slabs (Deeper than 4 inches)	Non-expansive granular soil Passing No. 200 Sieve < 50% Liquid Limit < 30% Maximum size 6 inches

b. On-Site Soil

The natural sand and gravel exclusive of oversized particles, debris and other deleterious materials may be considered for use as structural fill if it meets the requirements outlined above for imported structural fill or as site grading fill or utility trench backfill.

The clay and fill consisting of clay are not recommended for use as structural fill but may be considered for use as site grading fill, utility trench backfill and retaining wall backfill outside the proposed building areas, if the organics, debris and other deleterious materials are removed.

Depending on the moisture content of the soil at the time of construction, the soil may require wetting or drying prior to use as fill. Drying of the soil may not be practical during cold or wet times of the year.

4. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D 1557.

Fill To Support	Compaction Criteria
Foundations	≥ 95%
Concrete Slabs	≥ 90%
Pavement	
Base Course	≥ 95%
Fill placed below Base Course	≥ 90%
Landscaping	≥ 85%
Retaining Wall Backfill	85 - 90%

5. Compaction Methods

To facilitate the compaction process, fill should be compacted at a moisture content within 2 percent of optimum.

Fill should be placed in lifts with thicknesses appropriate to allow for proper compaction. The lift thickness should be based on the material type, size and type of compaction equipment available and the contractor's ability to demonstrate adequate compaction throughout the lift. Typically, the lift thickness should not exceed 4 inches where relatively small or hand operated compaction equipment is used. The lift thickness should not exceed 12 inches where relatively large "riding" compaction equipment is used.

To facilitate the compaction process, the fill should be compacted at a moisture content within 2 percent of the optimum moisture content.

Fill and pavement materials placed for the project should be frequently tested for compaction.

B. Foundations

1. Bearing Material

With the proposed construction and the subsurface conditions encountered, the proposed buildings may be supported on spread footings bearing at a depth of approximately 20 feet below the original ground surface on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil. Structural fill should extend out away from the edge of the footings at least a distance equal to the depth of fill beneath footings.

The topsoil, unsuitable fill, debris and other deleterious materials should be removed from below footing areas.

2. Bearing Pressure, Structural Fill and Estimated Settlements

The following table presents estimated total settlement for the structural loads, bearing pressures and structural fill thickness indicated for conditions indicated.

Structural Loads	Allowable Net Bearing Pressure (psf)	Thickness of Structural Fill (ft)	Estimated Total Settlement (inches)
≤ 900 kip column	1,500	none	≤ 1 ¼
	3,500	6	≤ 1
≤ 15 klf wall	1,500	none	1
	2,500	2	≤ 1

Care should be taken to avoid disturbing the natural soil to remain below foundations so that settlement can be maintained within tolerable limits.

Footings should have a minimum width of 2 feet and a minimum depth of embedment of 1 foot.

3. Temporary Loading Conditions

The allowable bearing pressure may be increased by one-half for temporary loading conditions such as wind or seismic loads.

4. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 30 inches below grade for frost protection.

5. Foundation Base

The base of footing excavations should be cleared of loose or deleterious material prior to structural fill or concrete placement.

6. Construction Observation and Testing

A representative of the geotechnical engineer should observe footing excavations prior to structural fill or concrete placement. Fill placed for the project should be frequently tested for compaction.

7. Mat Foundation

A mat foundation may be used to support the structure. The allowable bearing pressure will depend on the settlement considered acceptable. A subgrade modulus for mat foundations is estimated to be on the order of 10 to 25 pounds per cubic inch. The modulus can be refined once the proposed loading conditions are better defined.

8. Soil Improvement

Consideration may be given to improving soil conditions using aggregate piers extending to depths on the order of 15 to 25 feet. The structure would be supported on spread footings bearing on structural fill extending down to aggregate piers. This may allow for the use of allowable bearing pressures of 5,000 to 6,000 psf.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil.

Topsoil, organics, unsuitable fill, debris and other deleterious materials should be removed from below proposed floor slab areas.

2. Underslab Sand and/or Gravel

A 4-inch layer of free-draining sand and/or gravel (less than 5 percent passing the No. 200 sieve) should be placed below the concrete slabs for ease of construction and to promote even curing of the slab concrete.

3. Vapor Barrier

A vapor barrier should be placed under the concrete floor if the floor will receive an impermeable floor covering. The barrier will reduce the potential for water vapor passing from below the slab to the floor covering.

D. Underdrain Systems

We understand that the proposed construction is planned to extend two levels below the adjacent final grade. Below-grade floors should be protected from perched water and subsurface water by a permanent underdrain system. The underdrain system should consist of at the least the following items:

1. The underdrain system should consist of a perforated pipe installed in a gravel filled trench around the perimeter of the subgrade floor portion of the building. A geotextile drain could be considered for the portion of the drain that extends up the foundation walls.

2. The flow line of the pipe should be placed at least 18 inches below the finished floor level and should slope to a sump or outlet where water can be removed by pumping or by gravity flow.
3. If placing the gravel and drain pipe requires excavation below the bearing level of the footing, the excavation for the drain pipe and gravel should have a slope no steeper than 1 horizontal to 1 vertical so as not to disturb the soil below the footing.
4. A filter fabric should be placed between the natural soil and the drain gravel. This will help reduce the potential for fine-grained material filling in the void spaces of the gravel.
5. The subgrade floor slab should have at least 6 inches of free-draining gravel placed below it and the underslab gravel should connect to the perimeter drain.
6. Consideration should be given to installing cleanouts to allow access into the perimeter drain should cleaning of the pipe be required in the future.

E. Lateral Earth Pressures

1. Lateral Resistance for Footings

Lateral resistance for spread footings placed on the natural soil or on compacted structural fill is controlled by sliding resistance between the footing and the foundation soil. Friction values of 0.35 and 0.45 may be used in design for ultimate lateral resistance for footings bearing on fine-grained and granular soils, respectively.

2. Subgrade Walls and Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. The values listed below assume a horizontal surface adjacent the wall.

Soil Type	Active	At-Rest	Passive
Clay & Silt	50 pcf	65 pcf	250 pcf
Sand & Gravel	40 pcf	55 pcf	300 pcf

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 46 and 31 pcf for active and at-rest conditions, respectively, and decreased by 46 pcf for the passive condition. This assumes a peak horizontal ground acceleration of 0.70g, which represents a 2 percent probability of exceedance in a 50-year period (ICC, 2017).

4. Safety Factors

The values recommended above assume mobilization of the soil to achieve the assumed soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

F. Seismic Design Considerations

1. Building Code Parameters

Listed below is a summary of the site parameters that may be used with the 2018 International Building Code:

Description	Value ¹
Site Class	D ²
S _s - MCE _R ground motion (period = 0.2s)	1.41g
S ₁ - MCE _R ground motion (period = 1.0s)	0.52g
F _a - Site amplification factor at 0.2s	1.0
F _v - Site amplification factor at 1.0s	1.78
PGA - MCE _G peak ground acceleration	0.64g
PGA _M - Site modified peak ground acceleration	0.70g

¹Values obtained from information provided by the Applied Technology Council at <https://hazards.atcouncil.org>

²Site Class D (not Default D) was selected based on the subsurface conditions encountered to the depth investigated, our experience in the area and published geologic literature.

2. Faulting

No active faults are mapped as being located on the property. The nearest surface trace of a mapped active fault is that of the Wasatch fault, approximately 375 feet southwest of the southwest corner of the property (Utah Geological Survey, 2021).

3. Liquefaction

Much of the site is located in an area mapped as having a "moderate" potential for liquefaction (Salt Lake County, 2002). The eastern portion of the site is located in an area mapped as having a "very low" potential for liquefaction. The moderate potential represents a greater than 50 percent probability that the soil may be subjected to seismic ground shaking sufficient to result in liquefaction in a 100-year time period. Research indicates that the soil type most susceptible to liquefaction during a large magnitude earthquake is loose, clean sand. In order for liquefaction to occur, the soil must be saturated. The liquefaction potential for soil tends to decrease with an increase in fines content and density.

A site-specific liquefaction analysis was conducted for the site. The soil encountered below the water level in Boring B-1 consists of interlayered lean clay and silty. Based on the subsurface conditions encountered, it is our professional opinion that liquefaction is not a significant hazard at this site.

G. Water Soluble Sulfates

One sample of the natural soil was tested in the laboratory for water soluble sulfate content. The sample tested was found to have less than 0.1 percent water soluble sulfates indicating negligible sulfate attack potential on concrete. No special cement type is required for concrete placed in contact with the natural soil. Other conditions may dictate the type of cement to be used in concrete for the project.

H. Pavement

Based on the subsoil conditions encountered, laboratory test results and the assumed traffic indicated in the Proposed Construction section of the report, the following pavement recommendations are given:

1. Subgrade Support

The near surface soil consists primarily of lean clay. A California Bearing Ratio (CBR) value of 3 percent was used in the analysis which assumes a clay subgrade.

2. Pavement Thickness

Based on the subsoil conditions encountered at the site, assumed traffic as described in the Proposed Construction section of the report, a design life of 20 years for flexible pavement and 30 years for rigid pavement and methods presented by the AASHTO, a flexible pavement section consisting of 3 inches of asphaltic concrete overlying 8 inches of high quality base course is calculated. Alternatively a rigid pavement section consisting of 5 inches of Portland cement concrete may be used.

The base course thickness may be reduced to 6 inches in areas with no truck traffic and in areas where at least 6 inches of granular fill is placed below the pavement section.

Thicker pavement sections may be considered for areas of concentrated traffic or heavier vehicles such as near entry ways and adjacent trash enclosures. A concrete approach slab consisting of 6½ inches of Portland cement concrete overlying 4 inches of base course is recommended at trash enclosures.

3. Pavement Materials and Construction

a. Flexible Pavement (Asphaltic Concrete)

The pavement materials should meet the specifications for the applicable jurisdiction. The use of other materials may result in the need for different pavement material thicknesses.

b. Rigid Pavement (Portland Cement Concrete)

The rigid pavement thickness given above assumes that the pavement will have aggregate interlock joints and that a concrete shoulder or curb will be provided.

The pavement materials should meet the specifications for the applicable jurisdiction. The pavement thickness indicated above assumes that the concrete will have a 28-day compressive strength of 5,000 pounds per square inch. Concrete should be air entrained with approximately 6 percent air. Maximum allowable slump will depend on the method of placement but should not exceed 4 inches.

4. Jointing

Joints for concrete pavement should be laid out in a square or rectangular pattern. Joint spacings should not exceed 30 times the thickness of the slab.

The joint spacings indicated should accommodate the contraction of the concrete and under these conditions steel reinforcing will not be required. The depth of joints should be approximately one-fourth of the slab thickness.

I. Preconstruction Meeting

A preconstruction meeting should be held with representatives of the owner, project architect, geotechnical engineer, general contractor, earthwork contractor and other members of the design team to review construction plans, specifications, methods and schedule.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the borings drilled, the data obtained from laboratory testing and our experience in the area. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate our recommendations.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Christopher J. Beckman, P.E.

A handwritten signature in blue ink that reads "Douglas R. Hawkes".

Reviewed by Douglas R. Hawkes, P.E., P.G.

CJB/rs

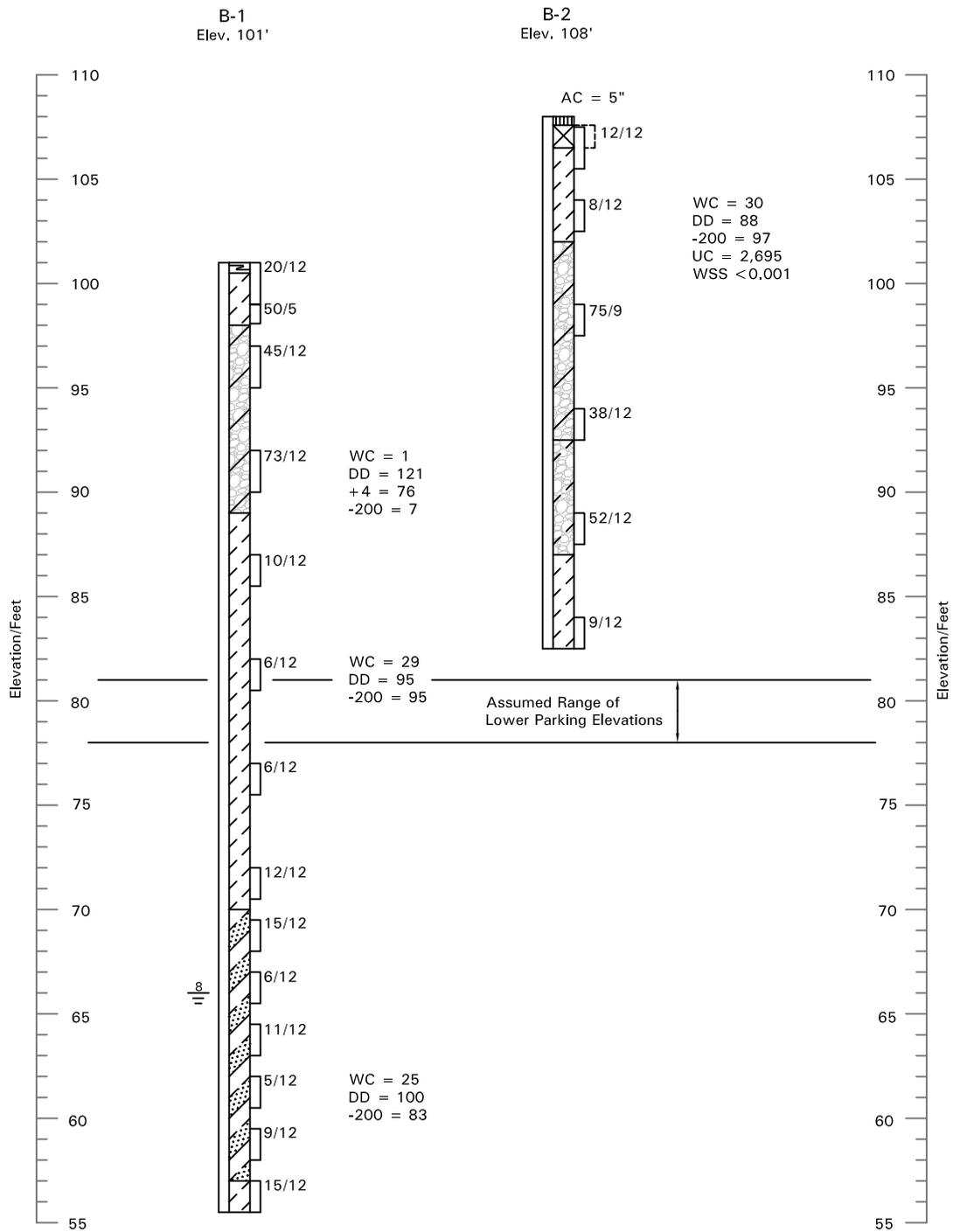
REFERENCES

International Code Council, 2017; 2018 International Building Code. Inc. Falls Church, Virginia.

Salt Lake County, 2002; Surface Rupture and Liquefaction Potential Special Study Areas Map, Salt Lake County, Utah, adopted March 31, 1989, updated March 2002, Salt Lake County Public Works - Planning Division, 2001 South State Street, Salt Lake City, Utah.

Utah Geological Survey, 2018; Utah Quaternary Fault and Fold Database, <http://geology.utah.gov/resources/apps/qfaults/> accessed May 25, 2021.





Approximate Vertical Scale 1" = 8'

See Figure 3 for Legend and Notes

LEGEND:



Asphaltic Concrete.



Fill; lean clay with sand, moist, mottled, dark brown.



Topsoil; lean clay, moist, dark brown, roots and organics.



Lean Clay (CL); small amounts of sand, occasional coarse sand and gravel, medium stiff to stiff, moist to wet, reddish brown to gray.



Interlayered Lean Clay and Silty Sand (CL/SM); medium stiff/medium dense, moist to wet, reddish brown with iron oxide staining.



Poorly-graded Gravel with Clay and Sand (GP-GC); dense to very dense, slightly moist to moist, reddish brown.



Poorly-graded Gravel with Silt and Sand (GP-GM); small to moderate amounts of silt and sand, slightly moist to moist, reddish brown to gray.



10/12 California Drive sample taken. The symbol 10/12 indicates that 10 blows from a 140-pound automatic hammer falling 30 inches were required to drive the sampler 12 inches.



Indicates slotted 1 1/2-inch PVC pipe installed in the boring to the depth shown.

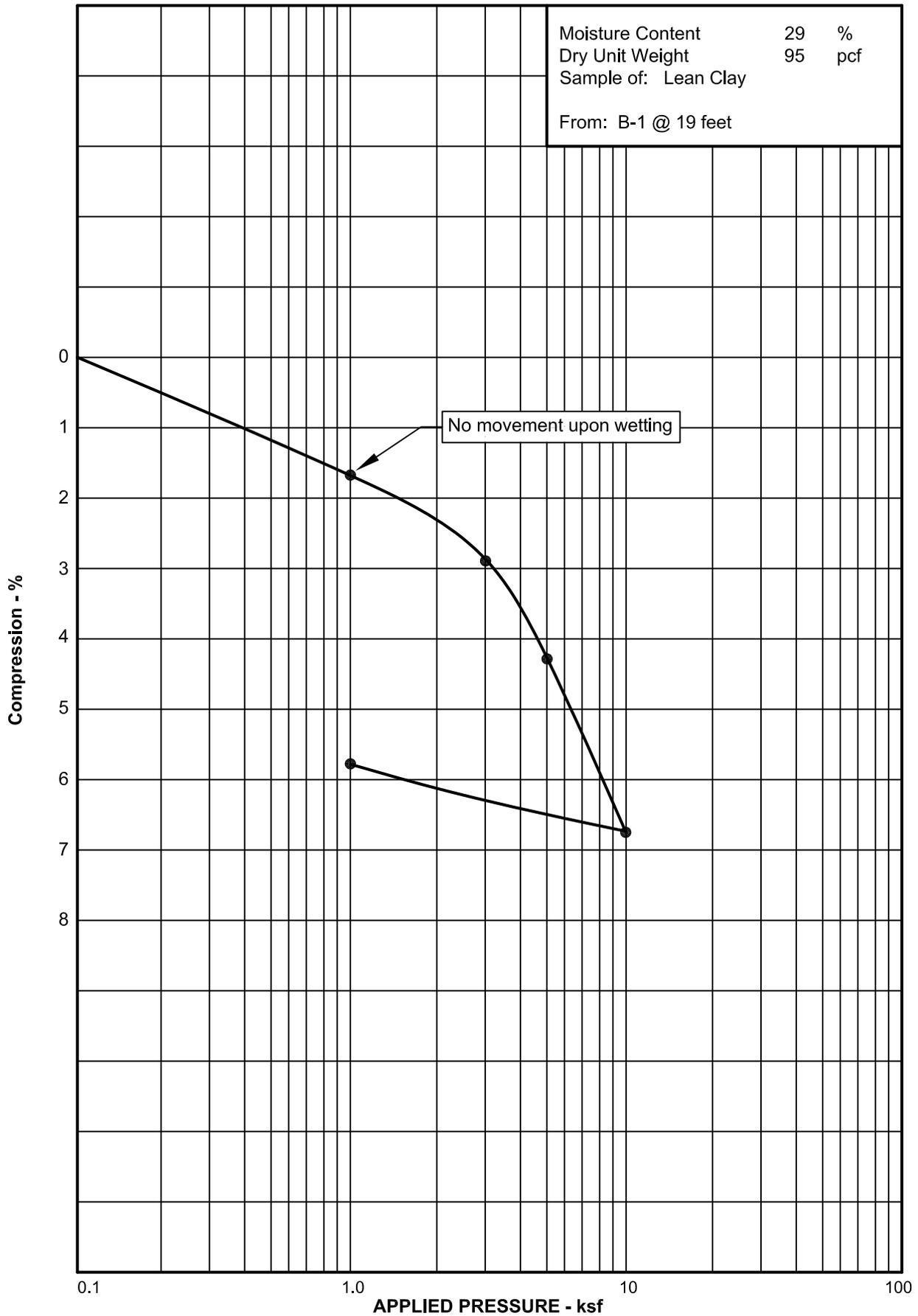


Indicates the depth to free water and number of days after drilling the measurement was taken.

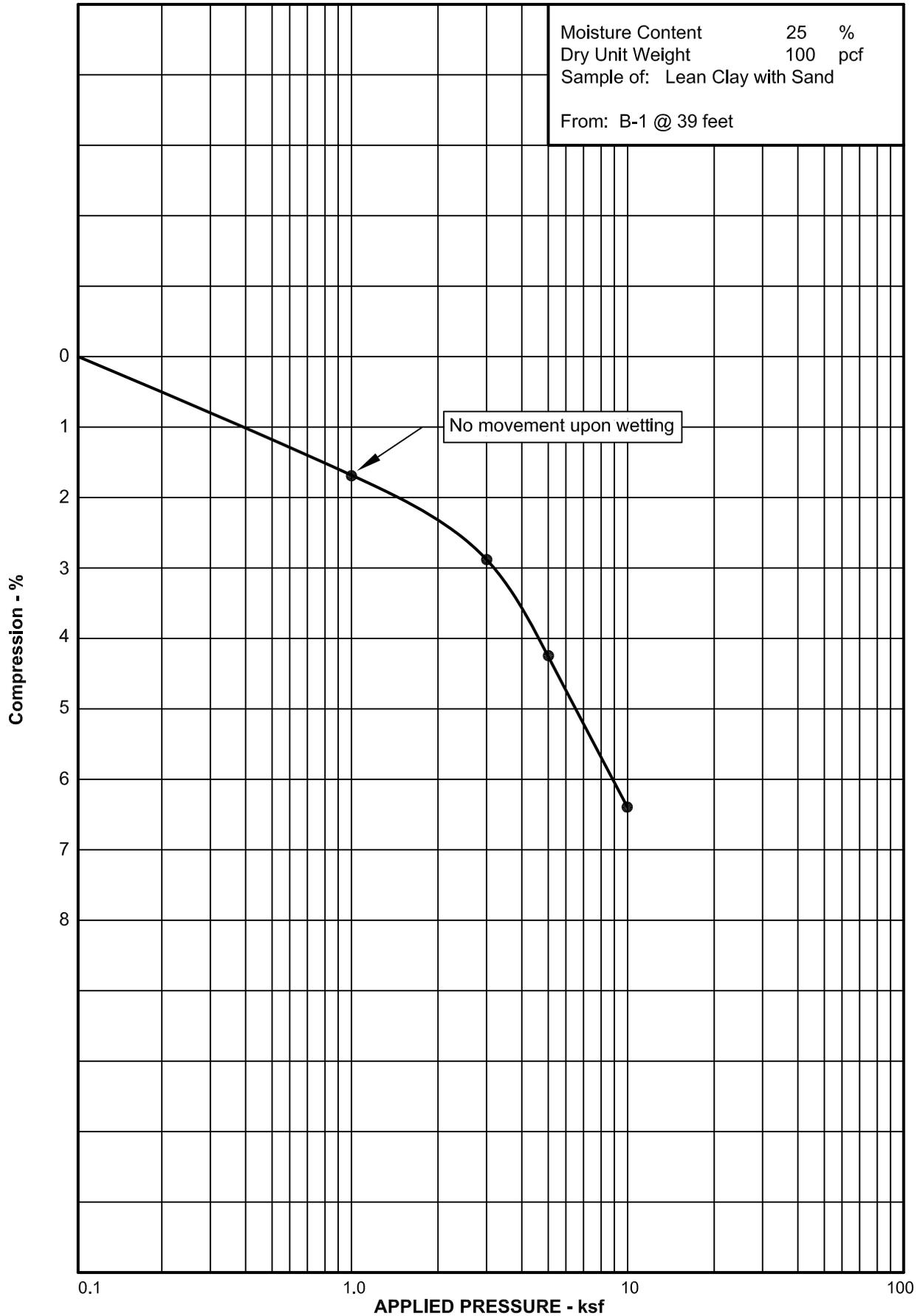
NOTES:

1. The borings were drilled on May 24, 2021 with 8-inch-diameter hollow-stem auger.
2. Locations of the borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of the borings were measured by automatic/hand level and refer to the benchmark shown on Figure 1. //determined by interpolating between contours shown on the site plan provided.
4. The boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the boring logs represent the approximate boundaries between material types and the transitions may be gradual.
6. The water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in the water level will occur with time.
7. WC = Water Content (%);
 DD = Dry Density (pcf);
 +4 = Percent Retained on the No. 4 Sieve;
 -200 = Percent Passing the No. 200 Sieve;
 UC = Unconfined Compressive Strength (psf);
 WSS = Water Soluble Sulfates (%);
 AC = Asphaltic Concrete Thickness.

Applied Geotechnical Engineering Consultants, Inc.



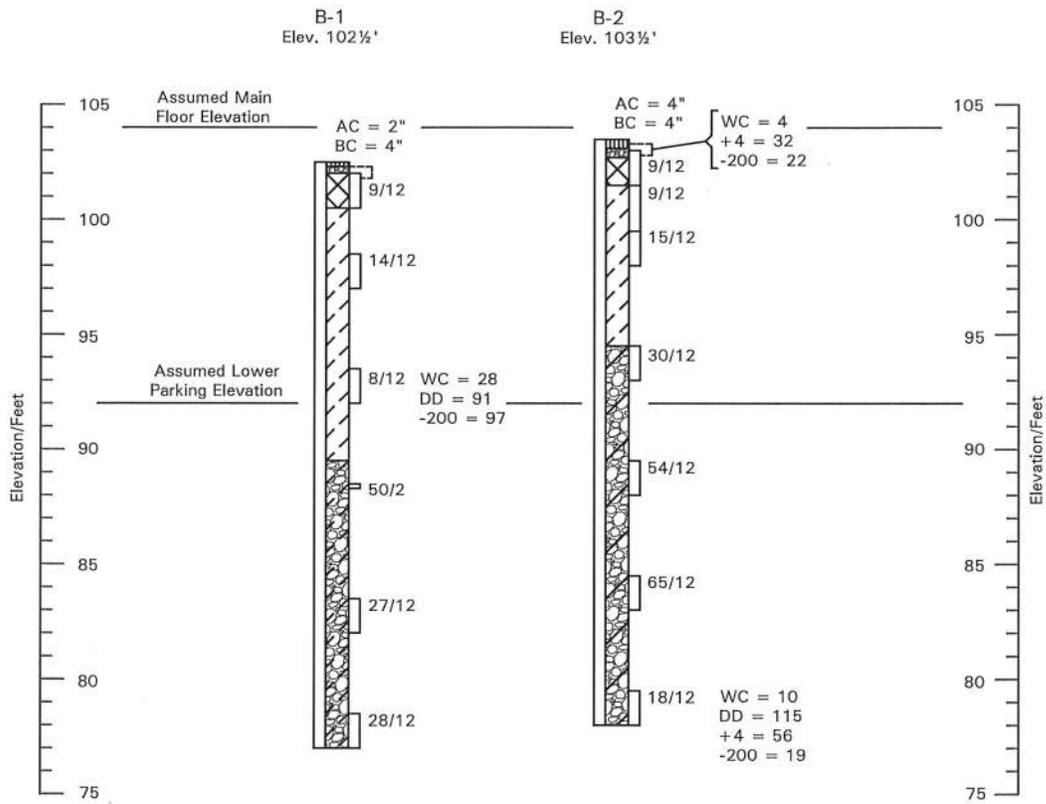
Applied Geotechnical Engineering Consultants, Inc.



APPENDIX

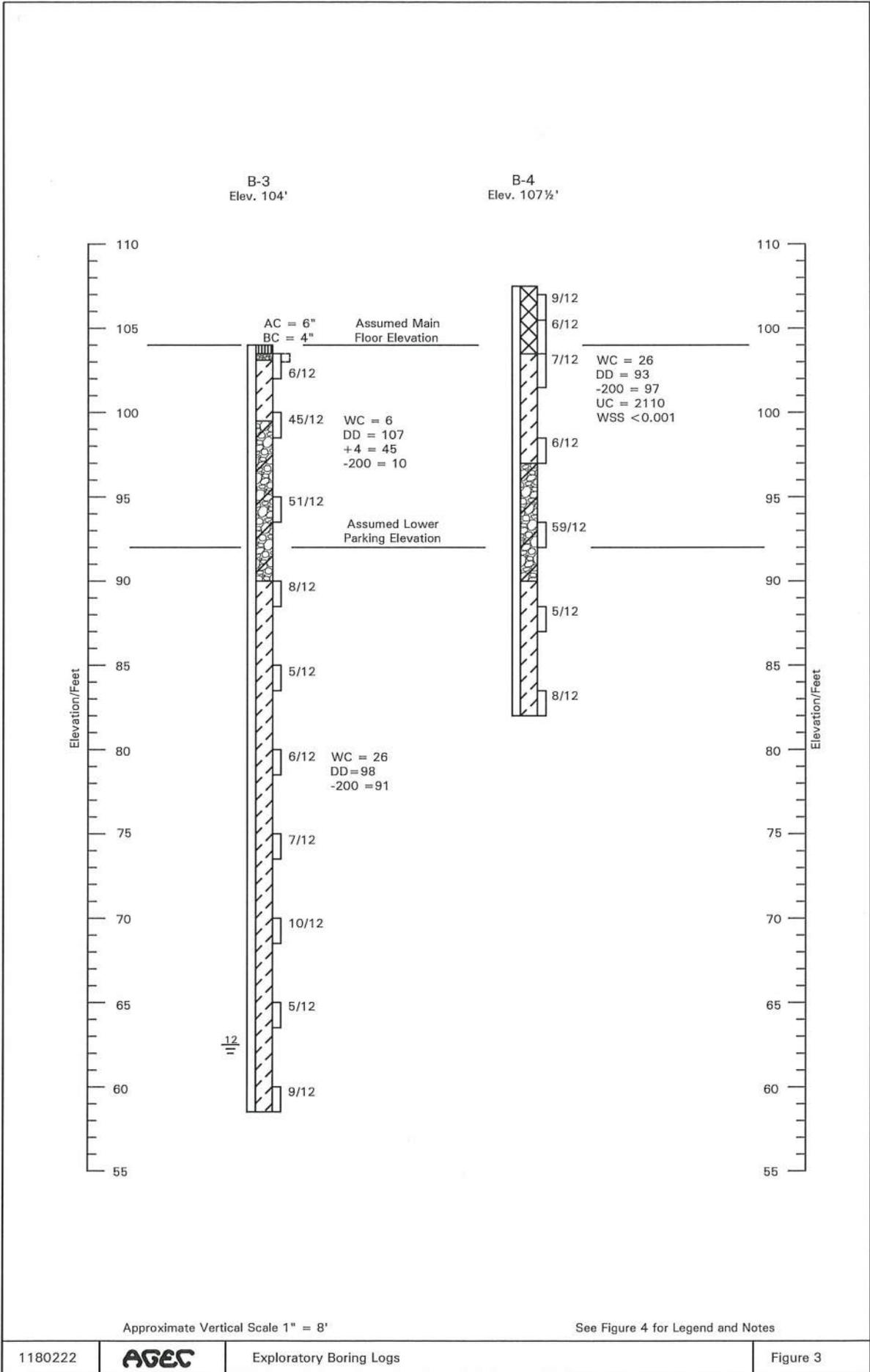
FIGURES FROM AGECE PROJECT NO. 1180222





Approximate Vertical Scale 1" = 8'

See Figure 4 for Legend and Notes



LEGEND:



Asphaltic Concrete.



Base Course; silty and clayey sand with gravel, slightly moist, brown to light brown.



Fill; lean clay with some sand and gravel, moist, mottled, dark brown.



Lean Clay (CL); small amounts of sand, occasional silty sand layers, medium stiff to stiff, moist to wet, reddish brown to brownish gray.



Clayey Gravel with Sand (GC); medium dense to dense, moist, reddish brown to gray.



Well and poorly-graded Gravel with Silt and Sand (GP-GM); small to moderate amounts of silt and sand, medium dense to dense, moist, reddish brown to brownish gray.



10/12 California Drive sample taken. The symbol 10/12 indicates that 10 blows from a 140 pound automatic hammer falling 30 inches were required to drive the sampler 12 inches.



Indicates disturbed sample taken.



Indicates 1 1/2-inch slotted PVC pipe installed in the boring to the depth shown.

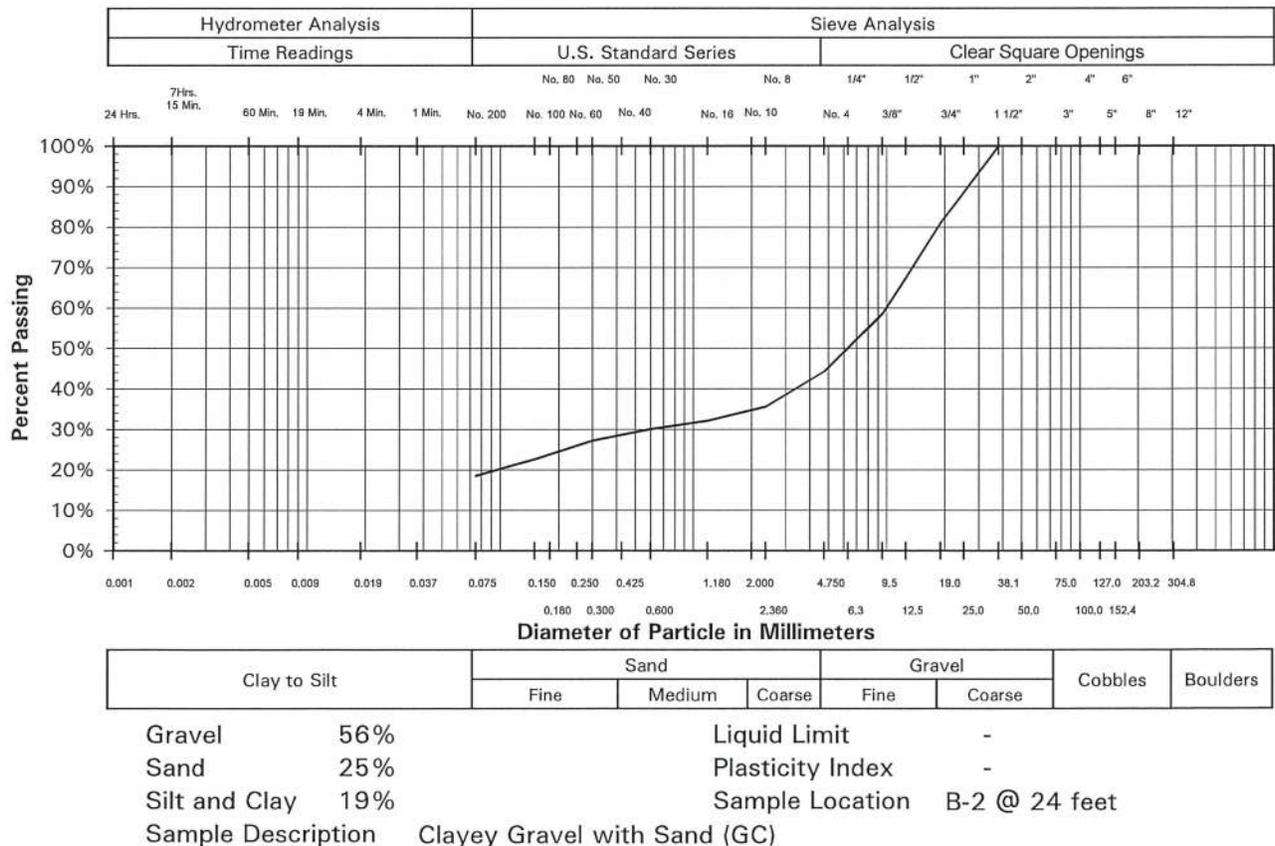
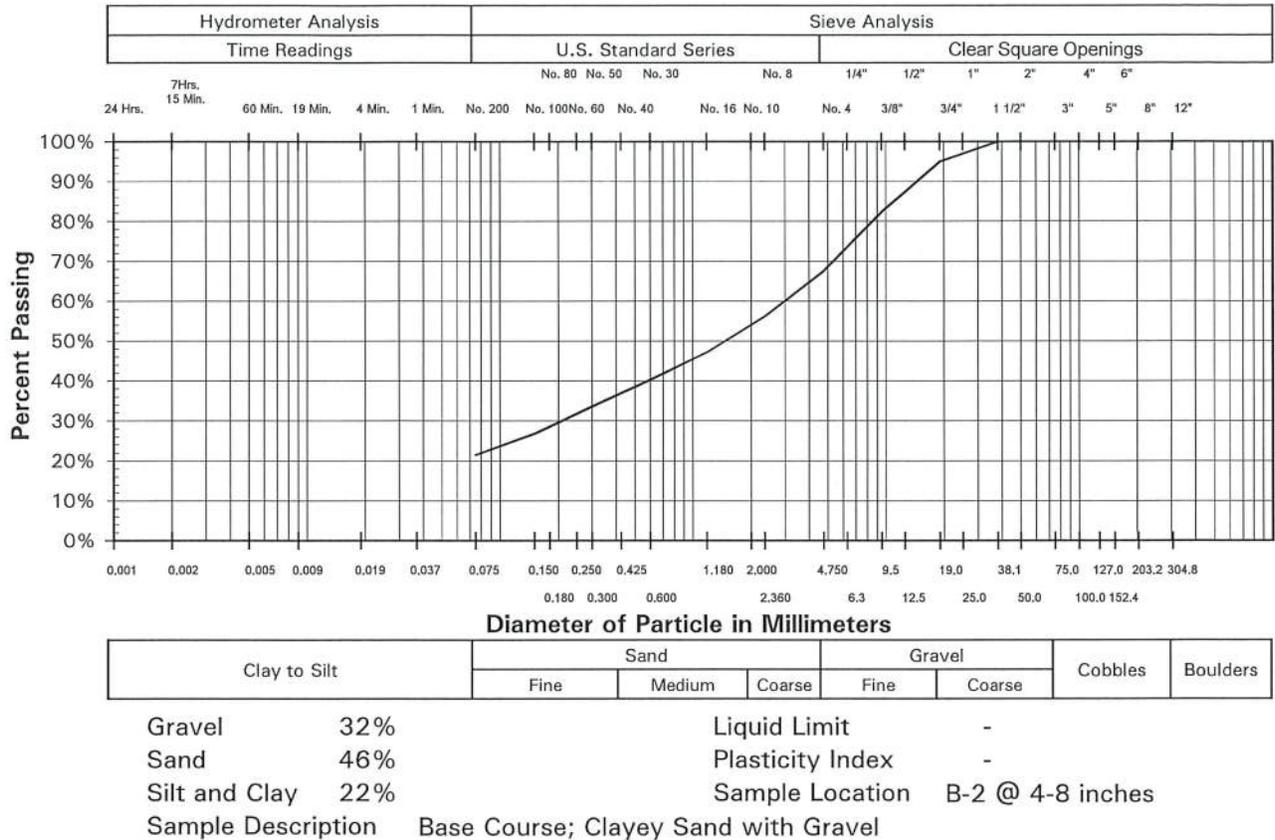


12
= Indicates the depth to free water and the number of days after drilling the measurement was taken.

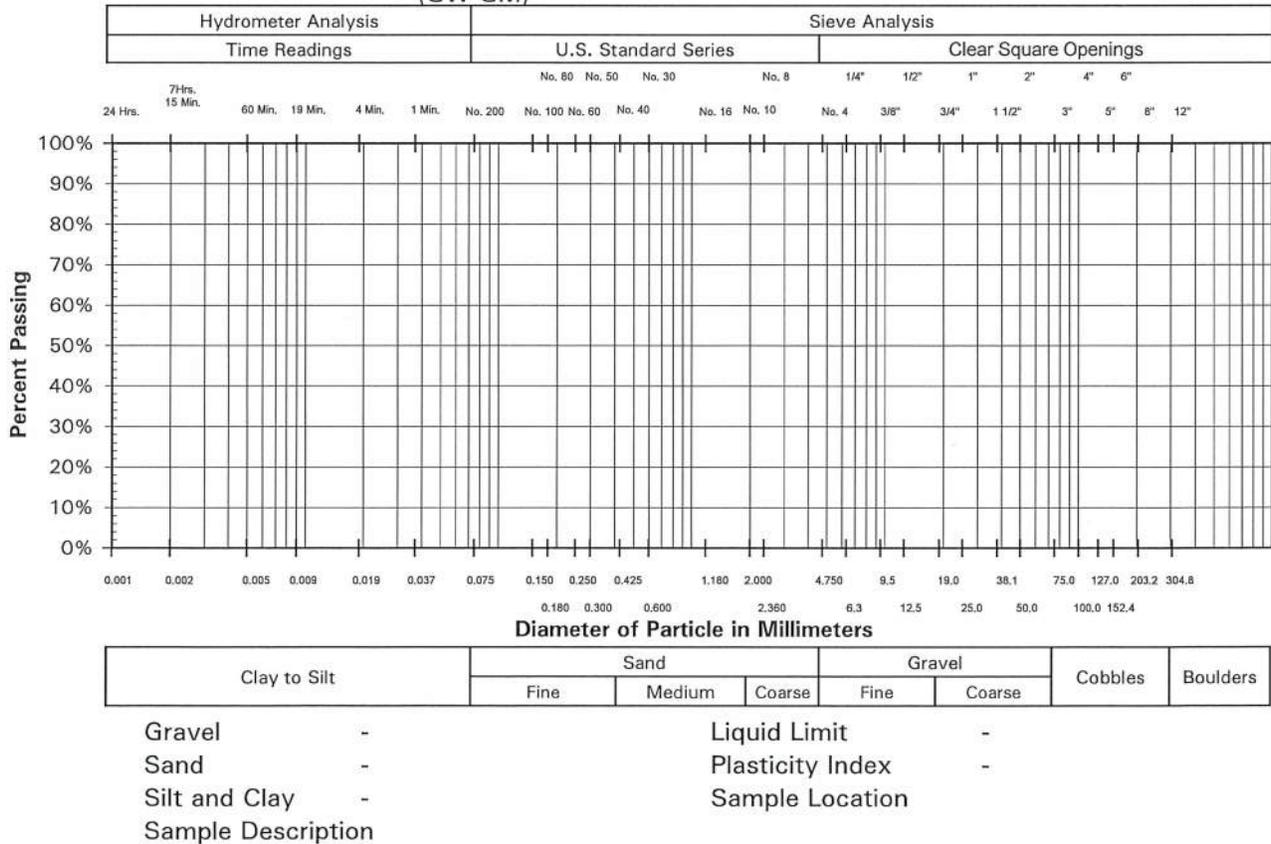
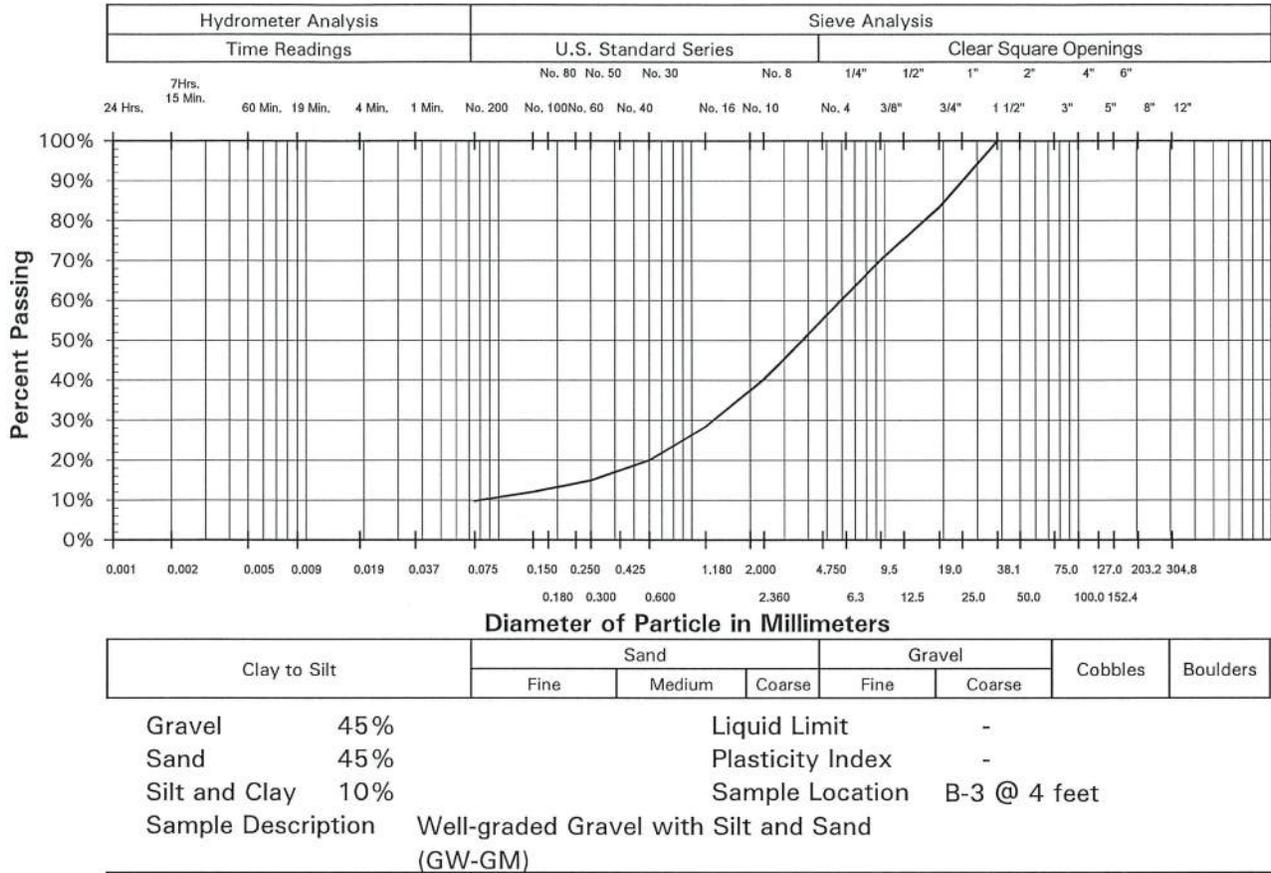
NOTES:

1. The borings were drilled on April 6, 2018 with 8-inch diameter hollow-stem auger.
2. Locations of the borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of the borings were measured by automatic/hand level and refer to the benchmark shown on Figure 1.
4. The boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the boring logs represent the approximate boundaries between material types and the transitions may be gradual.
6. Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in the water level will occur with time.
7. WC = Water Content (%);
DD = Dry Density (pcf);
+4 = Percent Retained on the No. 4 Sieve;
-200 = Percent Passing the No. 200 Sieve;
UC = Unconfined Compressive Strength (psf);
WSS = Water Soluble Sulfates (%);
AC = Asphaltic Concrete Thickness;
BC = Base Course Thickness.

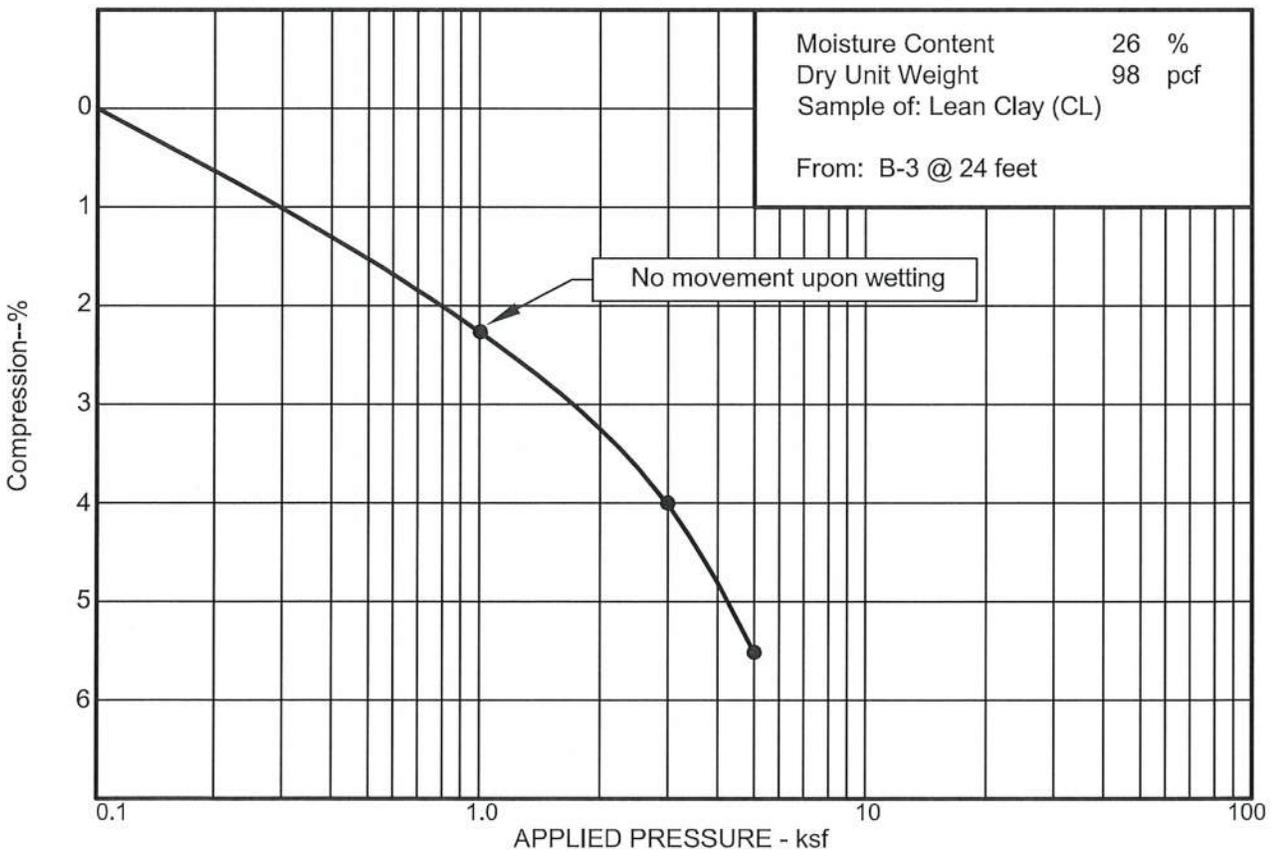
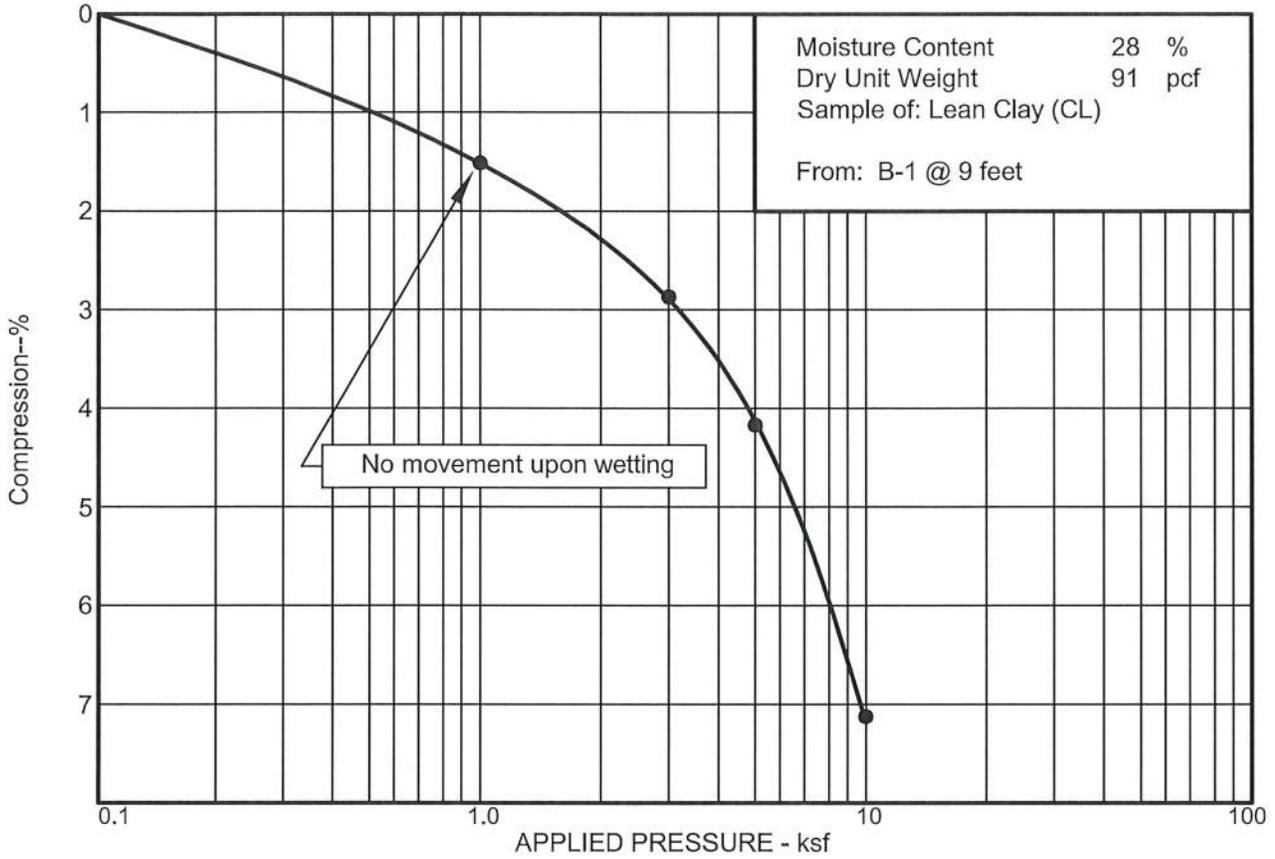
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Applied Geotechnical Engineering Consultants, Inc.



VILLA VISTA TOWNHOMES

Located in the heart of Millcreek, Utah, this new owner-occupied townhome community is designed to meet the growing demand for high-quality, attainable housing while reinforcing the character and vitality of the neighborhood. With a strong commitment to community, livability, and longevity, the project offers a thoughtful solution that aligns with Millcreek's goals for sustainable growth and improved housing diversity.

This townhome project is rooted in the principle of owner occupancy. Homeowners have a long-term investment in their neighborhoods, resulting in greater stewardship and stronger community ties. By prioritizing owner occupancy, the development creates pride for its owners and encourages active participation in the city of Millcreek.

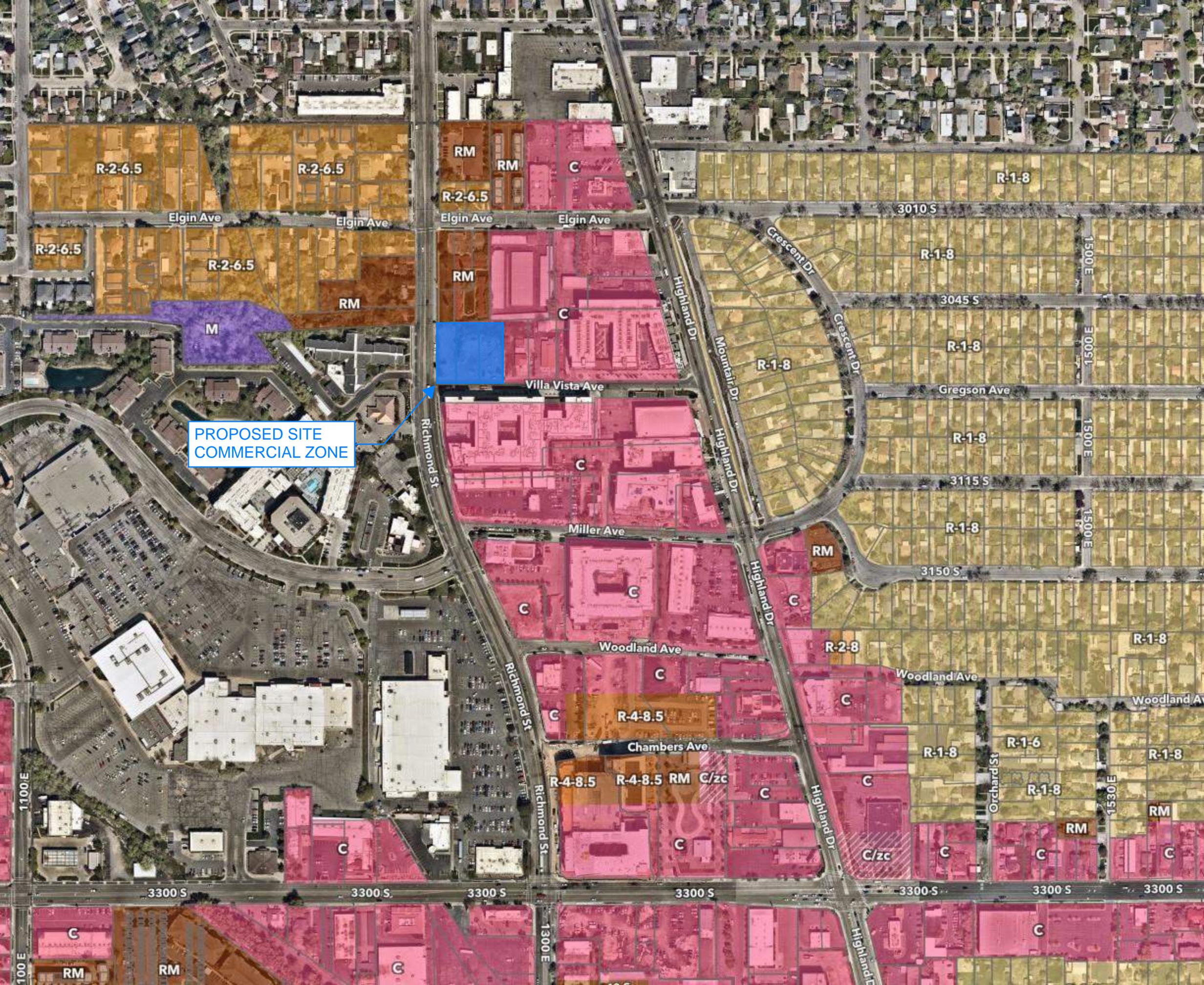
Architecturally, the townhomes draw from timeless design principles that complement the existing character of Millcreek's residential neighborhoods. Clean lines, durable materials, and refined details ensure that the townhomes will age gracefully, maintaining their aesthetic and functional appeal over generations.

The construction will utilize durable, low-maintenance materials such as brick, fiber cement, and quality metal finishes, chosen not only for their longevity but also for their ability to withstand Utah's diverse climate. These homes are built to last, minimizing future maintenance burdens on homeowners and reducing environmental impact over time.

Millcreek is experiencing steady growth, and with it, an increased demand for housing that serves a range of life stages and income levels.

Each home is designed with functional and efficient floor plans, private entrances, and private outdoor space, helping residents enjoy a high quality of life within walking distance off all downtown Millcreek has to offer. Landscaping, and pedestrian-friendly walkways support both livability and integration with the surrounding neighborhood.





PROPOSED SITE
COMMERCIAL ZONE

ZONING REPORT

16. RIGHT OF WAY AND EASEMENT GRANT IN FAVOR OF MOUNTAIN FUEL SUPPLY COMPANY, A CORPORATION OF THE STATE OF UTAH RECORDED AUGUST 16, 1987 AS ENTRY NO. 4438745 IN BOOK 5904 AT PAGE 2085 OF OFFICIAL RECORDS.

NOTE: THE LEGAL DESCRIPTION ATTACHED TO SAID EASEMENT AFFECTS THE HEREIN DESCRIBED PROPERTY, BUT APPEARS TO BE IN ERROR. [ITEM AS DESCRIBED DOES NOT CROSS NOR TOUCH THE SUBJECT PROPERTY]

17. UTILITY LINES AND POLES ALONG THE SOUTHERLY PORTION OF THE HEREIN DESCRIBED PROPERTIES AS DISCLOSED BY A VISUAL INSPECTION. [PLOTTED HEREON, ITEM LIES ALONG THE SOUTH PROPERTY LINE]

18. MATTERS DISCLOSED BY THAT CERTAIN SURVEY CERTIFICATE & TOPOS, DATED SEPTEMBER 5, 1995, PREPARED BY BUSH AND GUDGELL, INC., AS JOB NO. 43552, CERTIFIED BY STEPHEN WILSON, LICENSE NO. 166443, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

IRRIGATION DITCH OVER THE NORTHERLY PORTION OF THE PROPERTIES. TELEPHONE LINE OVER THE NORTHERLY PORTION OF THE PROPERTIES.

FENCE LINES OVER THE NORTHERLY PORTION OF THE PROPERTIES MAY NOT MATCH EXISTING RECORDED BOUNDARY LINE... [PLOTTED HEREON, ITEMS LIE ALONG THE NORTH PROPERTY LINE]

SIGNIFICANT OBSERVATIONS

▲ BUILDING OVER PROPERTY LINE 1.4' MORE OR LESS, AS SHOWN HEREON.

NARRATIVE

THE SURVEY WAS REQUESTED BY SOLSTICE DEVELOPMENT FOR THE PURPOSE OF ESTABLISHING THE CORNERS OF THE PROPERTY LOCATED AT 1275 GUNN AVENUE. THE BASIS OF BEARING IS SHOWN HEREON.

ZONING REPORT

SURVEYOR WAS NOT PROVIDED WITH A ZONING REPORT PURSUANT TO TABLE "A" ITEMS 6A & 6B.

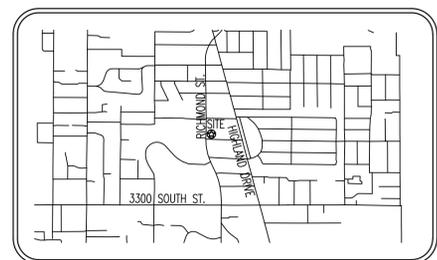
GENERAL NOTES

- ADDRESS AS OBSERVED: 1265, 1275, GUNN AVE & 3055 RICHMOND ST.
- AT THE TIME OF SURVEY, THERE WAS NO EVIDENCE OF NEW CONSTRUCTION OR ROAD WIDENING. A CALL TO PUBLIC SERVICES, ENGINEERING ASSISTANT, VERIFIED THE ABOVE STATEMENT. PUBLIC SERVICES OFFICE CONTACT NUMBER IS 801-270-2400.
- AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USED AS A SOLID WASTE DUMP, SLUMP OR SANITARY LANDFILL, BUILDING ADDITIONS, EARTH MOVING, THERE WAS NO OBSERVED EVIDENCE OF CEMETERIES / BURIAL GROUNDS ON THE SUBJECT PROPERTY. ALSO, AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT SIDEWALK CONSTRUCTION OR REPAIR.
- SUBJECT PROPERTY HAS DIRECT PUBLIC ACCESS TO RICHMOND STREET, AND GUNN AVENUE, BOTH PUBLIC RIGHTS OF WAYS.
- IN THE PROCESS OF CONDUCTING FIELDWORK NO WETLANDS/MARKERS WERE LOCATED.

FLOOD NOTE

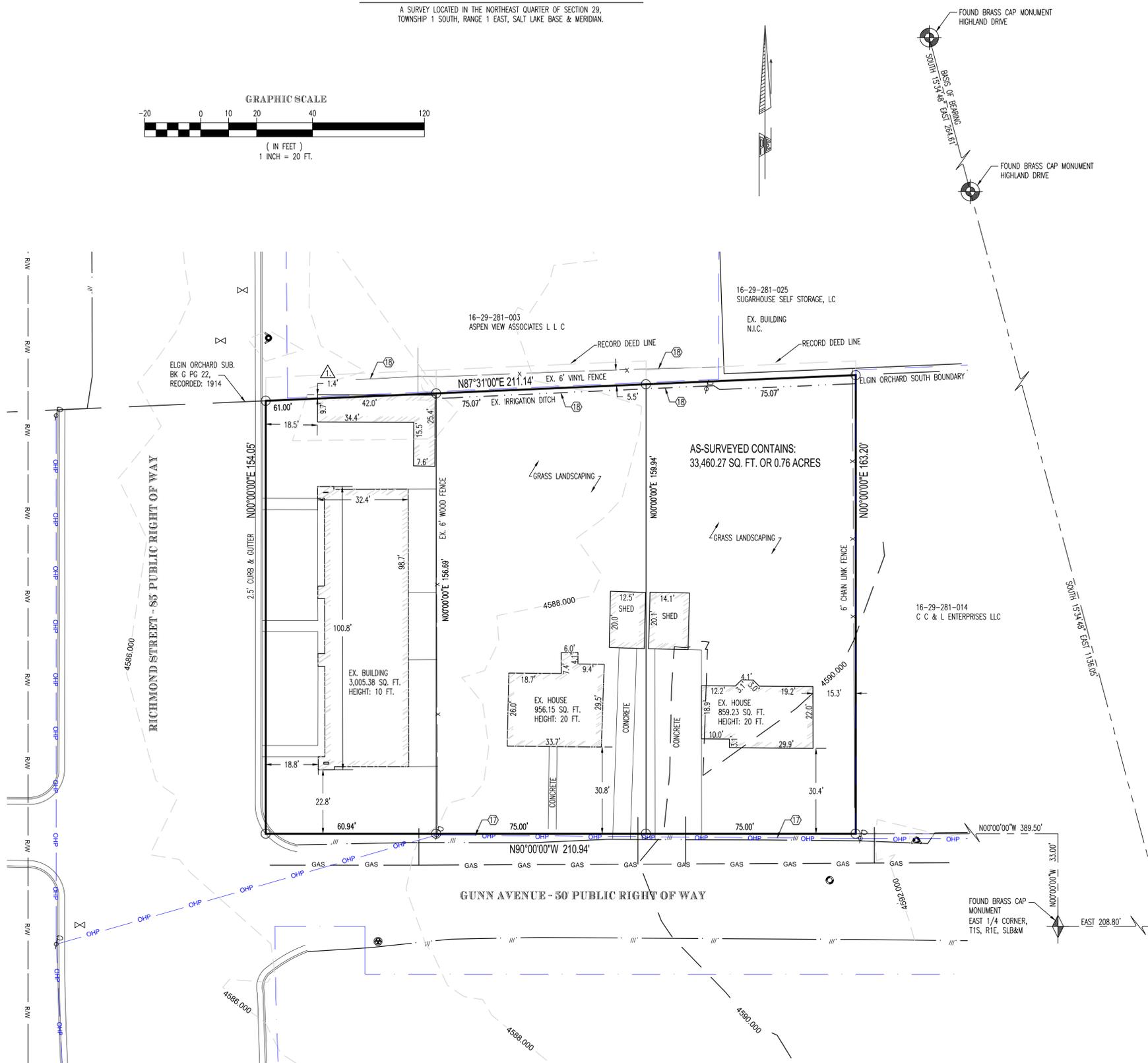
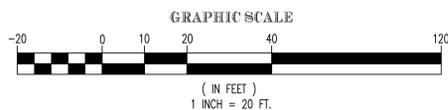
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 49035603030 WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 25, 2009 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. AS SHOWN ON THE FEMA WEBSITE (HTTP://MSC.FEMA.GOV) WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. AND A FLOOD ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

VICINITY MAP SCALE 1" = 2000"



ALTA / NSPS LAND TITLE SURVEY

A SURVEY LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.



RECORD DESCRIPTION

PARCEL 1: BEGINNING AT A POINT 2 RODS NORTH AND 539.5 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 165 FEET MORE OR LESS TO THE NORTH LINE OF LANDS CONVEYED TO SEVERN NIELSEN BY DEED FROM HENRY JOHNSON DATED JULY 24, 1878, AND RECORDED ON SAID DATE IN BOOK "M" OF DEEDS AT PAGES 964-6; THENCE SOUTH 87.5' WEST 81 FEET, MORE OR LESS TO THE EAST LINE OF RICHMOND STREET, THENCE SOUTH 165 FEET, MORE OR LESS ALONG THE EAST LINE OF SAID RICHMOND STREET TO THE NORTH LINE OF GUNN AVENUE, THENCE EAST ALONG THE NORTH LINE OF SAID GUNN AVENUE 61 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. PARCEL IDENTIFICATION NUMBER 16-29-281-011

PARCEL 2: BEGINNING AT A POINT 2 RODS NORTH AND 464.5 FEET WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 75 FEET; THENCE NORTH 10 RODS, MORE OR LESS TO THE NORTH LINE OF LANDS CONVEYED TO SEVERN NIELSEN BY DEED FROM HENRY JOHNSON DATED JULY 24, 1878, AND RECORDED ON SAID DATE IN BOOK "M" OF DEEDS AT PAGES 964-6; THENCE ALONG SAID LINE DESCRIBED IN SAID DEED, NORTH 87' 30" EAST 75 FEET, MORE OR LESS, TO A POINT DUE NORTH OF BEGINNING; THENCE SOUTH 10 RODS, MORE OR LESS TO THE POINT OF BEGINNING. PARCEL IDENTIFICATION NUMBER 16-29-281-012.

PARCEL 3: BEGINNING AT A POINT 33 FEET NORTH AND 389.5 FEET WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 75 FEET; THENCE NORTH 10 RODS, MORE OR LESS TO THE NORTH LINE OF LANDS CONVEYED TO SEVERN NIELSEN BY DEED FROM HENRY JOHNSON DATED JULY 24, 1878, AND RECORDED ON SAID DATE IN BOOK "M" OF DEEDS AT PAGES 964-6; THENCE ALONG SAID LINE DESCRIBED IN SAID DEED, NORTH 87' 30" EAST 75 FEET, MORE OR LESS TO A POINT DUE NORTH OF BEGINNING; THENCE SOUTH 10 RODS, MORE OR LESS TO THE POINT OF BEGINNING. PARCEL IDENTIFICATION NUMBER 16-29-281-013.

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 84458, DATED SEPTEMBER 16, 2019.

AS-SURVEYED DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF GUNN AVENUE, SAID POINT BEING NORTH 33.00 FEET NORTH AND WEST 389.50 FEET OF THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST ALONG THE RIGHT OF WAY OF GUNN AVENUE 210.94 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF RICHMOND STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 154.05 FEET TO A POINT ON THE SOUTH LINE OF ELGIN ORCHARD SUBDIVISION; THENCE NORTH 87°31'00" EAST 211.14 FEET, THENCE SOUTH 163.20 FEET TO THE POINT OF BEGINNING.

LINE TABLE

—	EXCEPTION	—	RAIL ROAD
---	PARKING STRIPE	—	EDGE OF ASPHALT
---	CURB & GUTTER	x	FENCE
---	RIGHT OF WAY		WALL
---	TIES	---	ATLAS PLAT TIES
---	GAS	---	ATLAS PLAT LOT
---	OHP	---	ATLAS PLAT BLOCK
---	SS	---	INTERIOR BOUNDARY
---	SD	---	BOUNDARY
---	W	---	BUILDING

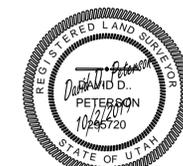
LEGEND OF SYMBOLS AND ABBREVIATIONS

⊙	TEST STATION	⊗	IRRIGATION BOX	⊙	SIGHT LIGHT
⊙	POWER POLE	⊗	WATER VALVE	⊙	STORM MANHOLE
⊙	COMM./ELEC. MANHOLE	⊗	FIRE HYDRANT	⊙	STORM INLET
⊙	ELECTRIC METER / BOX	⊗	WATER MANHOLE	⊙	CURB STORM INLET
⊙	CABLE BOX	⊗	WATER METER PIT	⊙	SANITARY SEWER
⊙	WATER METER	⊗	GAS METER	⊙	GAS MANHOLE
⊙	INDICATES HANDICAPPED PARKING	⊗	AIR CONDITIONER UNIT	⊙	CORNER SET
⊙	SCHEDULE B EXCEPTION	⊗	PARKING STALL COUNT	⊙	CORNER NOT SET
⊙	DISTANCE TO NEAREST INTERSECTION	⊗	ACCESS TO PUBLIC RIGHT OF WAY		
⊙	SECTION CORNER	⊗	MONUMENT		

SURVEYOR'S CERTIFICATION

SOLSTICE DEVELOPMENT
1265, 1275, GUNN AVE & 3055 RICHMOND ST.
COMMITMENT NO. 84458
EFFECTIVE DATE: SEPTEMBER 16, 2019
TO: SOLSTICE DEVELOPMENT, FIRST AMERICAN TITLE INSURANCE COMPANY, HANSOL2, LLC.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6A, 6B, 7A, 7B1, 8, 9, 13, 14, 16, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 11, 2019.

DAVID D. PETERSON
REGISTRATION NO. 295720
IN THE STATE OF UTAH
DATE OF SURVEY: OCTOBER 2, 2019
DATE OF LAST REVISION: NONE



Project # A-18-001
Drawn - K. Ogilvie
Checked - D. Peterson



PETERSON ENGINEERING, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
7107 SOUTH 400 WEST #1 MIDVALE UTAH 84047
801-265-8508

SOLSTICE DEVELOPMENT
1275 GUNN AVE

ALTA / NSPS LAND TITLE SURVEY

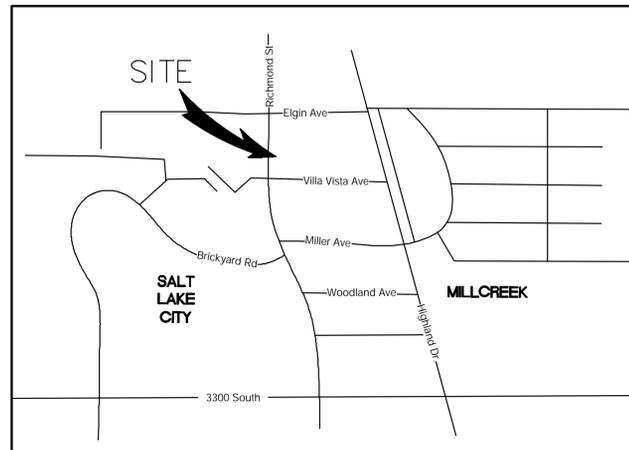
VILLA VISTAS RESIDENTIAL

4580 SOUTH 2300 EAST
SALT LAKE CITY, UTAH 84106

AUGUST 14, 2025

LEGEND

---	PROPERTY LINE	☼	EXISTING FIRE HYDRANT
- - - -	EASEMENT LINE	☼*	PROPOSED FIRE HYDRANT
-4240.0---	PROPOSED GRADE CONTOURS	☼	EXISTING STREET LIGHT
-4240.0---	EXISTING GRADE CONTOURS	☼*	PROPOSED STREET LIGHT
---	EXISTING CURB	☼	PROPOSED PARKING LOT LIGHT
---	PROPOSED CURB AND GUTTER	⊠	EXISTING WATER METER
---	PROPOSED CURB WALL	⊠	EXISTING WATER VALVE
---	REVERSE PAN CURB & GUTTER	⊠	EXISTING GATE VALVE
---	EXISTING SEWER	⊠	EXISTING OVERHEAD POWER POLE
---	PROPOSED SEWER	⊠	TBC
---	EXISTING WATER	⊠	TOP BACK CONCRETE
---	PROPOSED WATER	⊠	FINISHED FLOOR
---	EXISTING FIRE LINE	⊠	HW
---	PROPOSED FIRE LINE	⊠	HIGH WATER
---	EXISTING STORM DRAIN	⊠	TOG
---	PROPOSED STORM DRAIN	⊠	TOP OF GRATE
---	EXISTING ROOF DRAIN	⊠	TOL
---	PROPOSED ROOF DRAIN	⊠	TOP OF LID
---	EXISTING GAS	⊠	IE
---	PROPOSED GAS	⊠	INVERT ELEVATION
---	EXISTING OVERHEAD POWER	⊠	EX
---	EXISTING UNDERGROUND POWER	⊠	EXISTING
---	PROPOSED UNDERGROUND POWER	⊠	NG
---	EXISTING TELEPHONE LINE	⊠	NATURAL GROUND
---	PROPOSED TELEPHONE LINE	⊠	TA
---	EXISTING FIBER OPTIC LINE	⊠	TOP OF ASPHALT
---	PROPOSED FIBER OPTIC LINE	⊠	TC
---	PROPOSED CONCRETE	⊠	TOP OF CONCRETE
---	PROPOSED ASPHALT	⊠	EC
---	PROPOSED LANDSCAPING	⊠	EDGE OF CONCRETE
---		⊠	EA
---		⊠	EDGE OF ASPHALT
---		⊠	TOW
---		⊠	TOP OF WALL
---		⊠	TG
---		⊠	TOP OF GRAVEL
---		⊠	TL
---		⊠	TOP OF LANDSCAPING
---		⊠	TS
---		⊠	TOP OF SIDEWALK
---		⊠	PROPOSED
---		⊠	PROP
---		⊠	TBC CALLOUT UNLESS OTHERWISE DESIGNATED



VICINITY MAP
NOT TO SCALE

PROJECT CONSTRUCTION NOTES:

- CONTRACTOR TO NOTIFY BLUE STAKES PRIOR TO CONSTRUCTION, 1-800-662-4111.
- CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- SEE SOILS REPORT FOR PAVEMENT SECTION DETAILS, INSTALLATION SPECIFICATIONS AND ALL SITE EARTHWORK REQUIREMENTS.
- ALL CONSTRUCTION SHALL CONFORM TO CITY STANDARDS AND SPECIFICATIONS. IF A CONFLICT BETWEEN THESE PLANS AND THE CITY STANDARDS AND SPECIFICATIONS OCCURS, THE CITY STANDARDS AND SPECIFICATIONS SHALL GOVERN.
- ALL HANDICAP PARKING STALLS TO BE INSTALLED PER ADA STANDARDS. SLOPE ON ANY ADA STALL IS TO BE LESS THAN 2% IN ALL DIRECTIONS.
- CONTRACTOR TO VERIFY PRIOR TO ANY CONSTRUCTION THAT THE BUILDING AND BUILDING LOCATION SHOWN ON CIVIL DRAWINGS MATCHES THE ARCHITECTURAL PLANS.
- CONTRACTOR TO VERIFY, WITH ARCHITECT, THAT THE LEVEL 1 PARKING F.F. ELEVATION SHOWN ON CIVIL PLANS EQUALS THE ARCHITECTS 100.0' ELEVATION.
- CONTRACTOR TO REPLACE IN KIND ANY AREAS THAT ARE DAMAGED DURING CONSTRUCTION.
- INSTALL ALL SIDEWALKS PER CITY STANDARDS OR APWA PLAN NO. 231, 235, AND 236 WHERE APPLICABLE.
- INSTALL ALL CONCRETE PAVEMENT JOINTS PER CITY STANDARDS OR APWA PLAN NO. 261.
- ALL STORM DRAIN AND WATER PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL PER CITY AND APWA STANDARDS AND SPECIFICATIONS.
- ALL CATCH BASINS AND MANHOLES TO BE INSTALLED PER CITY STANDARDS.
- ALL STORM DRAIN PIPING TO BE CUT OFF FLUSH WITH INSIDE WALL OF DRAINAGE BOX. INSIDE WALL TO BE GROUTED SMOOTH WITH A NON-SHRINK GROUT.
- FOR STORM DRAIN INLET BOXES AND MANHOLES THE I.E. IN AND I.E. OUT ELEVATIONS ARE THE SAME UNLESS OTHERWISE CALLED OUT ON THE PLANS.
- ALL WATER LINES TO HAVE A MINIMUM 4' OF COVER WITH A MINIMUM VERTICAL CLEARANCE OF 1' OF COVER BETWEEN OTHER UTILITY LINES (1.5' VERTICAL SEPARATION WITH SEWER).
- THRUST BLOCKS TO BE INSTALLED PER APWA PLAN NO'S 561 AND 562. SEE DETAIL SHEETS.
- CONTRACTOR SHALL COORDINATE CONSTRUCTION AND INSTALLATION OF ELECTRICAL, TELEPHONE, NATURAL GAS AND CABLE TV SERVICES WITH THE RESPECTIVE UTILITY COMPANY.
- THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITY PIPES, LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED AND SHOWN FROM SURVEYED INFORMATION AND EXISTING UTILITY LOCATIONS PROVIDED BY OTHERS. THERE IS NO GUARANTEE THAT ALL EXISTING UTILITY INFORMATION IS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE STAKES AND FIELD VERIFYING THE LOCATION AND ELEVATION OF ALL EXISTING UTILITY PIPES, LINES AND STRUCTURES, PRIOR TO CONSTRUCTION.
- ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES TO BE REPLACED IN KIND.
- ALL SANITARY SEWER INSTALLATION TO BE DONE PER M.T. OLYMPUS IMPROVEMENT DISTRICT'S STANDARDS AND SPECIFICATIONS.
- ALL WATER LINE AND FIRE LINE INSTALLATION TO BE DONE PER SALT LAKE CITY PUBLIC UTILITIES STANDARDS AND SPECIFICATIONS.
- ALL STORM DRAIN INSTALLATION TO BE DONE PER MILLCREEK CITY STANDARDS AND SPECIFICATIONS.

FIRE DEPARTMENT NOTES:

- FIRE HYDRANTS SHALL BE EQUIPPED WITH ONE 4 1/2" AND 2 1/2" OUTLETS, WHICH HAS NATIONAL STANDARD THREADS (NST).
- FIRE HYDRANTS SHALL BE INSTALLED SO THAT THE CENTER LINE OF THE LOWEST CAP, NUT SHALL NOT BE CLOSER THAN 18" FROM THE FINISHED GRADE.
- FIRE HYDRANTS SHALL HAVE THE 4 1/2" BUTT FACING THE FIRE ACCESS ROADWAY.
- UNDERGROUND PIPING SHALL BE TESTED AT 200 PSIA FOR TWO HOURS. TEST CERTIFICATE SHALL BE PROVIDED TO FIRE DEPARTMENT OFFICE.
- BURNING OF TRASH, SCRAP WOOD OR OTHER MATERIALS IS A VIOLATION OF CITY ORDINANCE.
- A 3 FOOT CLEARANCE SHALL BE MAINTAINED AT ALL TIMES AROUND FIRE EQUIPMENT TO INCLUDE BUT NOT LIMITED TO HYDRANTS, FIRE DEPARTMENT CONNECTIONS AND FIRE SUPPRESSION CONTROL VALVES.
- NEW FIRE HYDRANTS SHALL BE COLOR CODED AND BE DIRECTED BY PUBLIC UTILITIES AS TO THE COLOR AND SHADE OF THE HYDRANT BONNET.
- FIRE HYDRANTS SHALL BE EQUIPPED WITH AN INDEPENDENT LATERAL CONTROL VALVE PLACED AT THE BASE INLET OF THE FIRE HYDRANT.
- FIRE DEPARTMENT ACCESS ROADS AND FIRE HYDRANTS SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF THE FOOTINGS AND FOUNDATIONS OF ANY STRUCTURE. FIRE HYDRANTS SHALL BE ACCESSIBLE, OPERATIONAL AND MAINTAINED IN THAT CAPACITY.
- WATER LATERALS WHICH ARE 16 FOOT IN LENGTH OR LONGER SHALL BE PROVIDED WITH CONTROL VALVES AT THE TAP OF THE WATER MAIN AND AT THE FIRE HYDRANT.
- WATER LATERALS WHICH SUPPLY WATER BASED FIRE PROTECTION SHALL BE FERROUS PIPE WHEN PASSING UNDER OR THROUGH FOOTINGS OR FOUNDATION WALLS.
- FIRE LANE MARKINGS AND SIGNS TO BE INSTALLED AS DIRECTED BY FIRE MARSHALL.

Legal Description

Parcel 1:
Beginning at a point 2 rods North and 539.5 feet West of the Southeast corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 165 feet, more or less, to the North line of lands conveyed to Severn Nielsen by deed from Henry Johnson, dated July 24, 1878, and recorded on said date in Book "M" of Deeds, at Pages 964-6; thence South 87 1/2° West 61 feet, more or less, to the Eastline of Richmond Street thence South 165 feet, more or less, along the East line of said Richmond Street to the North line of Gunn Avenue; thence East along the North line of said Gunn Avenue 61 feet, more or less, to the place of beginning.
Tax I.D. 16-29-281-011-0000

Parcel 2:
Commencing at a point 2 rods North and 464.5 feet West from the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence West 75 feet; thence North 10 rods, more or less, to the North line of lands conveyed to Severn Nielsen by Deed from Henry Johnson dated July 24, 1878 and recorded on said date in Book "M" of Deeds at Pages 964-6; thence along said line described in said Deed North 87 degrees 30 minutes East 75 feet to a point due North of beginning; thence South 10 rods, more or less, to the place of beginning.

Together with a right of way over the following:
Commencing at the Southwest corner of the Northwest Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence East 14 rods, more or less, to the center line of County Road; thence North 15 degrees 30 minutes West 33.3 feet to a point due East of the Southeast Corner of lands decreed to Niels C. Nielsen by Decree of Distribution in the Matter of the Estate of Severn Nielsen, deceased, in the Third Judicial District Court of the State of Utah; thence West 76 rods to Salt Lake City Canal; thence South 41 degrees East to the East and West Quarter Section Line; thence East 61.75 rods to the place of beginning.
Tax I.D. 16-29-281-012-0000

Parcel 3:
Commencing at a point 33 feet North and 389.5 feet West of the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence West 75 feet; thence North 10 rods, more or less, to the North line of property conveyed to Severn Nielsen by Deed from Henry Johnson, recorded in the Office of the County Recorder of Salt Lake County, Utah in Book "M" of Deeds, Pages 964-6; thence along said line described in said deed, North 87°30' East 75 feet, more or less, to a point due North of Beginning; thence South 10 rods, more or less to the place of beginning.
Tax I.D. 16-29-281-013-0000

SHEET INDEX

- CV COVER SHEET
- C0.1 EXISTING SITE/DEMOLITION PLAN
- C1.0 SITE PLAN
- C2.0 GRADING & DRAINAGE PLAN
- C3.0 UTILITY PLAN

CIVIL ENGINEER:

CIR
ENGINEERING, L.L.C.
10718 SOUTH BECKSTEAD LANE, STE. 102
SOUTH JORDAN, UT 84095 - PH: 801-949-6296

ARCHITECT:

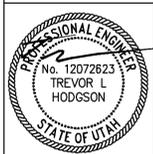
MINT ARCHITECTURE
7585 SOUTH UNION PARK AVE. STE. 100
SANDY, UT 84047
CONTACT PERSON: JORDAN DEJARNETT
PH: (801) 996-3646

NO.	REVISIONS	BY	DATE

CIVIL ENGINEERING
+ SURVEYING

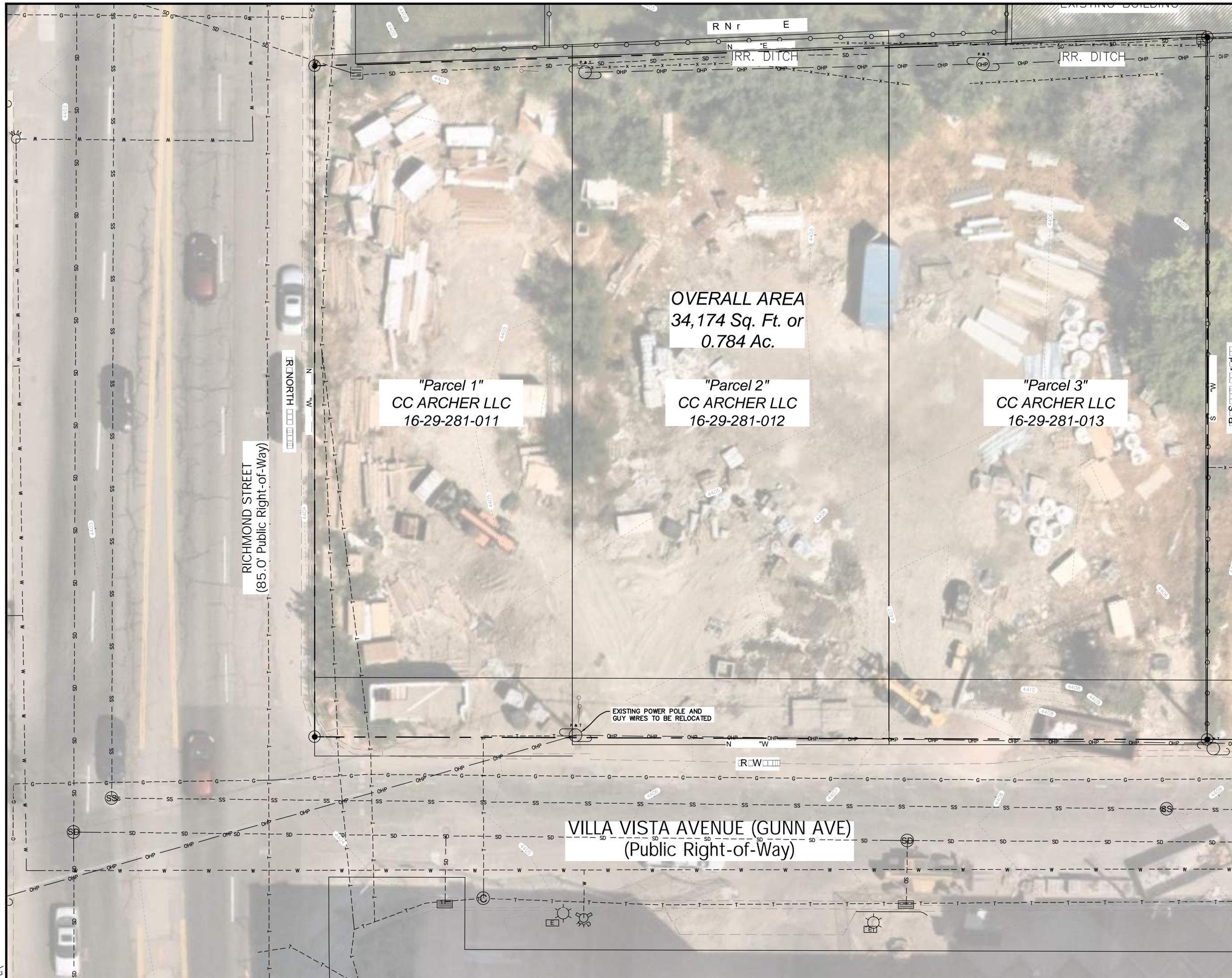
CIR
10718 SOUTH BECKSTEAD LANE, STE. 102
SOUTH JORDAN, UT 84095 - 801-949-6296
DESIGNER: TLH

VILLA VISTA RESIDENTIAL
1265 EAST VILLA VISTA AVENUE, SALT LAKE CITY, UT 84106
COVER SHEET



SHEET NO.	CV
PROJECT ID	E25-073
DATE	08/14/25
FILE NAME	PRJ-MVV
SCALE	





OVERALL AREA
34,174 Sq. Ft. or
0.784 Ac.

"Parcel 1"
CC ARCHER LLC
16-29-281-011

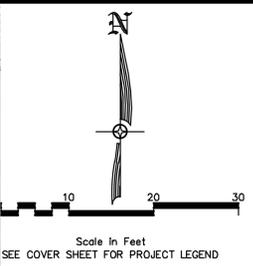
"Parcel 2"
CC ARCHER LLC
16-29-281-012

"Parcel 3"
CC ARCHER LLC
16-29-281-013

RICHMOND STREET
(85.0' Public Right-of-Way)

VILLA VISTA AVENUE (GUNN AVE)
(Public Right-of-Way)

EXISTING POWER POLE AND
GUY WIRES TO BE RELOCATED



NOTE:
CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE AND FIELD VERIFYING ALL NECESSARY DEMOLITION AND/OR RELOCATION OF UTILITIES AND STRUCTURES PRIOR TO PROVIDING BID NUMBERS.

CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO REMOVAL AND/OR RELOCATION OF EXISTING GAS, POWER, AND TELECOMMUNICATIONS LINES AND STRUCTURES.

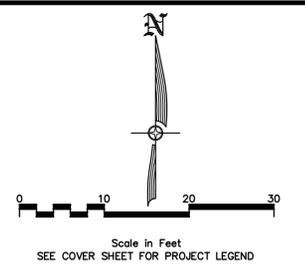
NO.	REVISIONS	BY	DATE

CIVIL ENGINEERING + SURVEYING
CIR
10718 SOUTH BECKSTEAD LANE, STE. 102
SOUTH JORDAN, UT 84095 - 801-949-0296
DESIGNER: TLH PROJECT ENGINEER: TLH

VILLA VISTA RESIDENTIAL
1265 EAST VILLA VISTA AVENUE, SALT LAKE CITY, UT 84106
EXISTING SITE/DEMOLITION PLAN



SHEET NO.	C0.1
PROJECT ID	E25-073
DATE	08/14/25
FILE NAME	PRJ-MVV
SCALE	1"=10'



LOT AREAS:

LOT	SQ. FT.	ACRES.
BUILDING FOOTPRINT	15,863	0.364
ASPHALT	5,912	0.136
LANDSCAPING	5,268	0.121
CONCRETE	2,722	0.062

LOT PARKING REQUIREMENTS:

	UNITS	CITY REQ'T
MULTI-HOUSEHOLD DWELLING	18	36 2 PER UNIT
VISITOR PARKING	18	5 0.25 PER UNIT
TOTAL REQUIRED	41	
TOTAL PROVIDED	44	
ACCESSIBLE SPACES	1	(1 REQ'D 1 TO 25)
BICYCLE SPACES	10	2 SPACES PER 4 UNITS

NO.	REVISIONS	BY	DATE

DESIGNER: TLH PROJECT ENGINEER: TLH

CIVIL ENGINEERING + SURVEYING

CIR

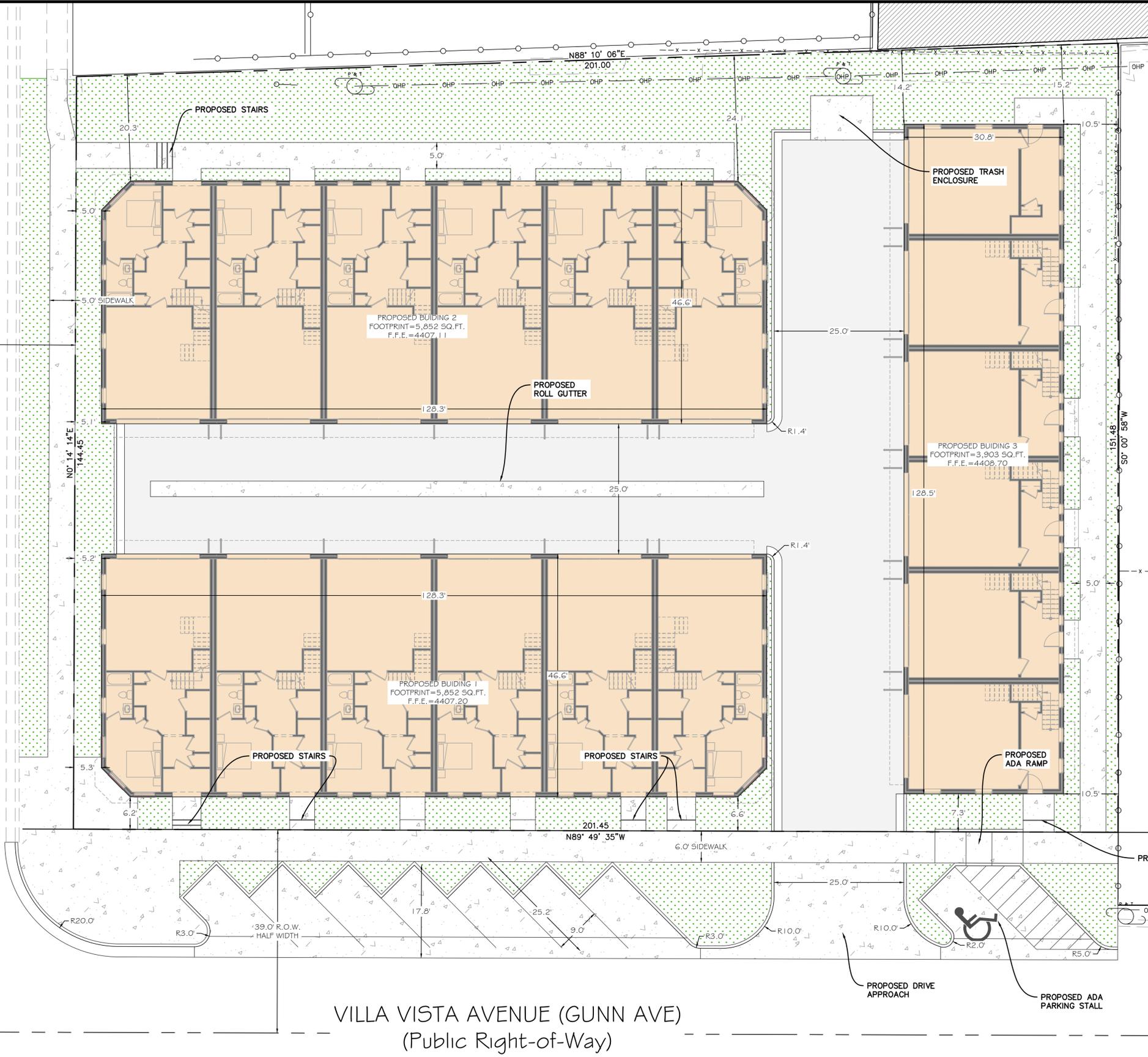
10718 SOUTH BECKSTEAD LANE, STE. 102
SOUTH JORDAN, UT 84095 - 801-949-0296

VILLA VISTA RESIDENTIAL
1265 EAST VILLA VISTA AVENUE, SALT LAKE CITY, UT 84106

SITE PLAN

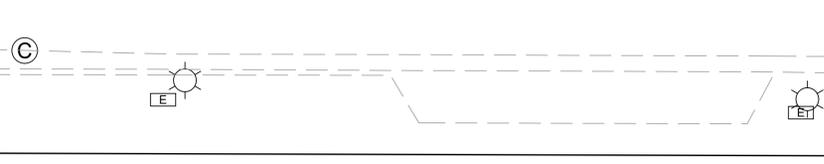
PROFESSIONAL ENGINEER
No. 12072623
TREVOR L. HODGSON
STATE OF UTAH

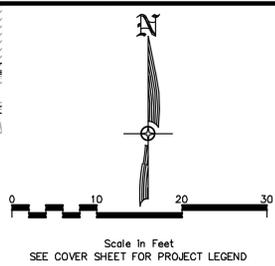
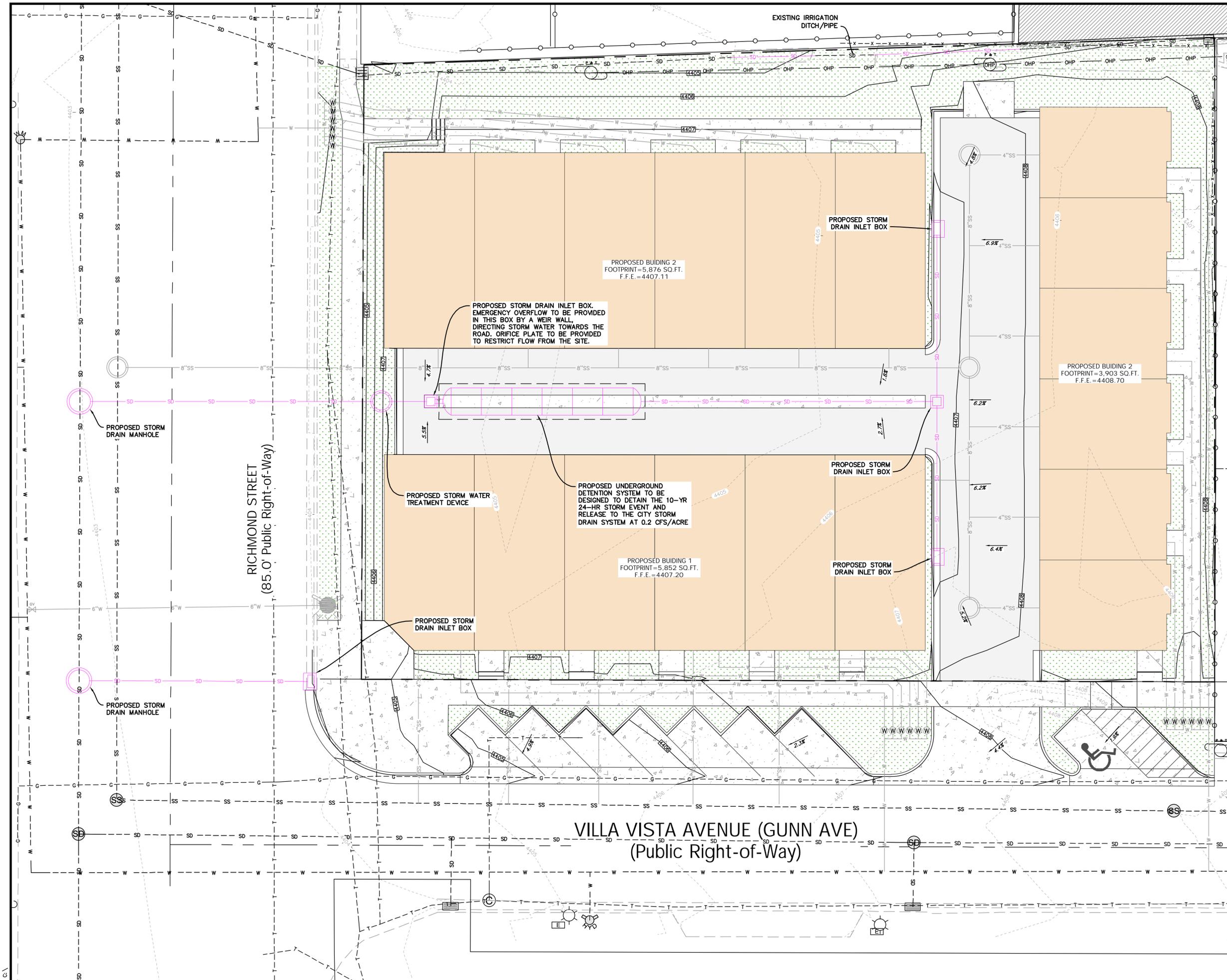
SHEET NO.	C1.0
PROJECT ID:	E25-073
DATE:	10/08/25
FILE NAME:	PRJ-MVV
SCALE:	1"=10'



RICHMOND STREET
(85.0' Public Right-of-Way)

VILLA VISTA AVENUE (GUNN AVE)
(Public Right-of-Way)





LAND DISTURBANCE NOTE:
 A LAND DISTURBANCE AND GRADING PERMIT MUST BE OBTAINED FROM MILLCREEK PRIOR TO DISTURBING ANY VEGETATION OR MOVING MORE THAN ANY SOIL GREATER THAN 1' OF DEPTH OR AREAS OVER 1-ACRE.

NO.	REVISIONS	BY	DATE

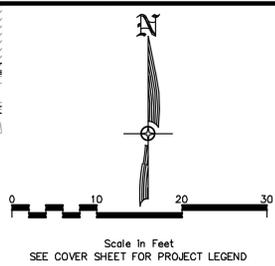
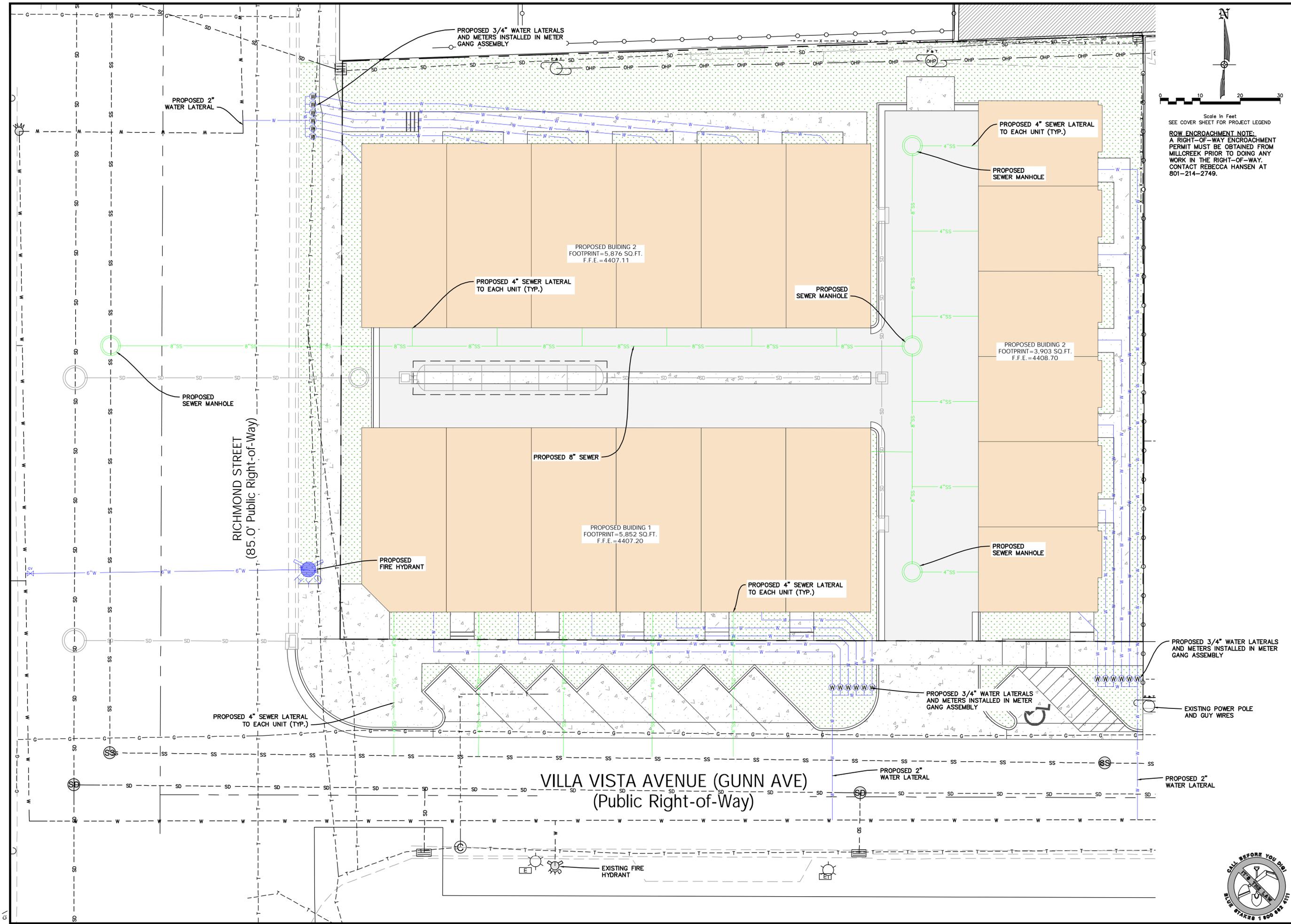
CIVIL ENGINEERING + SURVEYING
CIR
 10718 SOUTH BECKSTEAD LANE, STE. 102
 SOUTH JORDAN, UT 84095 - 801-949-6296
 DESIGNER: TLH

VILLA VISTA RESIDENTIAL
 1265 EAST VILLA VISTA AVENUE, SALT LAKE CITY, UT 84106
 GRADING & DRAINAGE PLAN

PROFESSIONAL ENGINEER
 No. 12072623
 TREVOR HODGSON
 STATE OF UTAH

SHEET NO. C2.0
 PROJECT ID: E25-073
 DATE: 08/14/25
 FILE NAME: PRJ-MVV
 SCALE: 1"=10'





Scale in Feet
SEE COVER SHEET FOR PROJECT LEGEND

ROW ENCROACHMENT NOTE:
A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED FROM MILLCREEK PRIOR TO DOING ANY WORK IN THE RIGHT-OF-WAY. CONTACT REBECCA HANSEN AT 801-214-2749.

NO.	REVISIONS	BY	DATE

CIVIL ENGINEERING + SURVEYING

CIR

10718 SOUTH BECKSTEAD LANE, STE. 102
SOUTH JORDAN, UT 84095 - 801-949-0296

VILLA VISTA RESIDENTIAL
1265 EAST VILLA VISTA AVENUE, SALT LAKE CITY, UT 84106

UTILITY PLAN

PROFESSIONAL ENGINEER
No. 12072623
TREVOR L. HODGSON
STATE OF UTAH

SHEET NO. C3.0

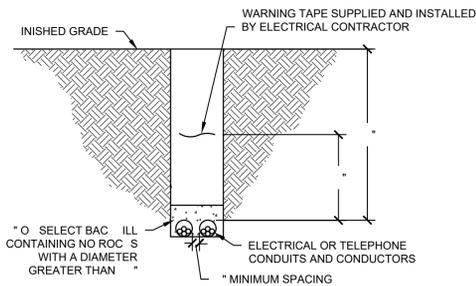
PROJECT ID: E25-073
DATE: 08/14/25
FILE NAME: PRJ-MVV
SCALE: 1"=10'



LIGHT FIXTURE SCHEDULE								
TYPE	MANUFACTURER	CATALOG NO.	VOLTAGE	LAMPING	CONTROL	MOUNTING	LOAD(VA)	DESCRIPTION
OP2	CYCLONE	AZALEA17T4D	MVOLT	LED	0-10V	POLE	85.3	CITY STREET LIGHT FIXTURE. COORDINATE WITH THE CITY STREETS DEPARTMENT.
				100000 LUM 4000 K				
OW1	ALW	K3RL	100-277 V	LED	0-10V	WALL	11.9	EXTERIOR WALL SCONCE.
				1300 LUM 4000 K				
OW2	LITHONIA	WDGE2 LED	MVOLT	LED	-	WALL	19	TRAPEZOIDAL WALL PACK, P2 PERFORMANCE PACKAGE, TYPE 4 MEDIUM OPTIC.
				2278 LUM 4000 K				

NOTES:

- ALL LIGHT FIXTURES SHOWN HALF SHADED SHALL BE PROVIDED WITH AN EMERGENCY BATTERY PACK CAPABLE OF PROVIDING 90 MIN. OF EGRESS ILLUMINATION.
- ALL LIGHTING VALUE ENGINEERING PROVIDED FOR THIS PROJECT SHALL BE SUBMITTED TO THE ELECTRICAL ENGINEER FOR REVIEW AND APPROVAL AFTER THE PROJECT HAS BEEN BID AND AWARDED. ANY CREDITS FOR VALUE SHALL INCLUDE TIME TO COMPENSATE OUR OFFICE FOR ENGINEERING REVIEW AND VERIFICATION OF BRANCH CIRCUIT LOADING AND/OR ENERGY CODE COMPLIANCE. NO VALUE SUBMITTALS WILL BE APPROVED WITHOUT THIS PROCESS IN PLACE. VALUE SUBMITTALS SHALL INCLUDE PHOTOMETRIC ANALYSIS TO ENSURE NEW LIGHT FIXTURES PROVIDE COMPARABLE LIGHT LEVELS TO THOSE ORIGINALLY DESIGNED.
- PRIOR APPROVALS SHALL BE SUBMITTED TO OUR OFFICE NO LESS THAN 5 BUSINESS DAYS OF THE PROJECT BID DATE. ANYTHING SUBMITTED AFTER THIS TIME FRAME WILL NOT BE REVIEWED AND WILL BE CONSIDERED NON-APPROVED FOR BIDDING PURPOSES. ALL LIABILITY ASSOCIATED WITH NON-APPROVED FIXTURES THAT DO NOT MEET THE PROJECT REQUIREMENTS WILL REST SOLELY WITH THE CONTRACTOR.



NOTES

ELECTRICAL SERVICE CONDUIT AND CONDUCTORS ARE TO BE PROVIDED AND INSTALLED BY THE ELECTRICAL CONTRACTOR. BURIAL DEPTH SHALL BE PER NEC TABLE.

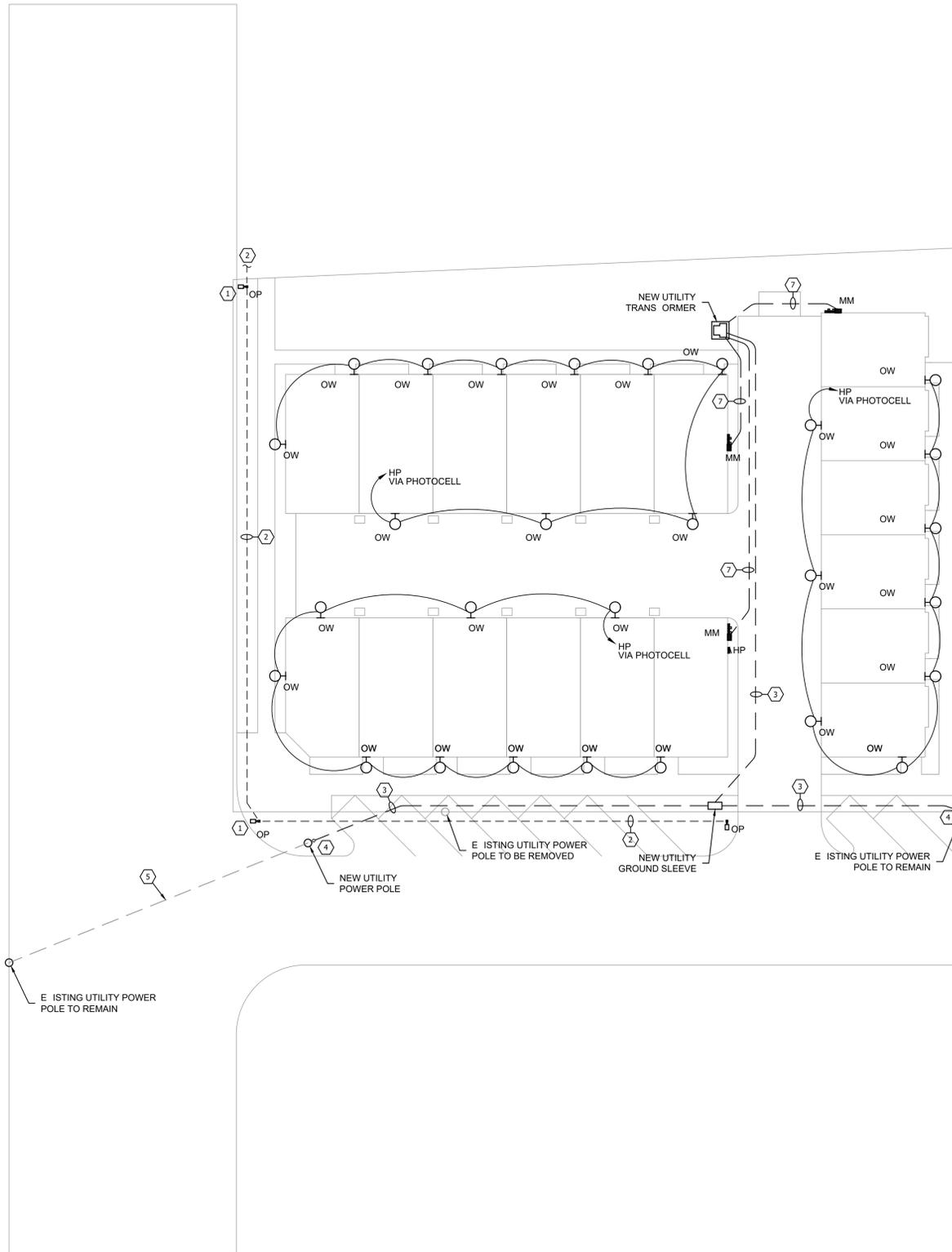
TELEPHONE SERVICE CONDUIT SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.

TELEPHONE SERVICE CABLING SHALL BE PROVIDED BY THE LOCAL TELEPHONE COMPANY. COORDINATE WITH LOCAL TELEPHONE COMPANY OR ANY SPECIFIC REQUIREMENTS.

THE QUANTITY, SIZE OF CONDUITS AND OR CONDUCTORS SHALL BE AS CALLED OUT ON THE ELECTRICAL DRAWINGS. COORDINATE WITH THE ELECTRICAL ENGINEER.

WHERE TELECOMMUNICATIONS AND ELECTRICAL SHARE THE SAME TRENCH A MINIMUM CLEARANCE SHALL BE MAINTAINED BETWEEN CONDUITS.

4 UNDERGROUND CONDUIT DETAIL
E001 NO SCALE



1 ELECTRICAL SITE PLAN
E001 SCALE: 1" = 20'-0"



KEYED NOTES

CITY STREET LIGHT TO BE VERIFIED WITH THE MILLCREE CITY STREETS DEPARTMENT.

PROVIDE "C" WITH AWG CU CONDUCTORS AND AWG CU GND BETWEEN CITY POLE LIGHTS.

COORDINATE CIRCUIT TIE IN LOCATION WITH THE MILLCREE STREETS DEPARTMENT PRIOR TO CONSTRUCTION.

PROVIDE "C" WITH PULL STRING BURIED " BELOW GRADE. PROVIDE A RED MAGNETIC MARKING TAPE BURIED " DIRECTLY ABOVE CONDUIT. COORDINATE WITH RMP PRIOR TO CONSTRUCTION.

EXISTING PH UTILITY POWER POLE PRIMARY CONDUIT EXTENDING POWER TO UTILITY TRANSFORMER SHALL BE ROUTED UP THE POWER POLE USING UL LISTED " STAND OFF BRACETS. COORDINATE RISER INSTALLATION WITH RMP.

EXISTING OVERHEAD POWER LINES TO REMAIN. PROVIDE "C FROM THE UTILITY TRANSFORMER TO THE BUILDING MODULAR METERING MAIN DISCONNECT. CONDUITS SHALL BE BURIED IN ACCORDANCE WITH NEC TABLE.

GENERAL NOTES

A ALL SITE ELECTRICAL SHALL BE BURIED IN ACCORDANCE WITH NEC TABLE UNLESS OTHERWISE NOTED. ALL UTILITY POWER CONDUITS SHALL BE BURIED AT " BELOW GRADE. ALL UTILITY TELECOMMUNICATION CONDUITS SHALL BE BURIED AT " BELOW GRADE.

B ALL ELBOWS TO BE GRC SWEEP ELBOWS UNLESS OTHERWISE NOTED.

C ALL SITE ELECTRICAL SHALL BE AWG CU CONDUCTORS UNLESS OTHERWISE NOTED. EC TO VERIFY VOLTAGE DROP ON ALL RUNS BASED ON ACTUAL CONDUIT LENGTHS. CONDUCTORS SHALL BE UP SIZED ACCORDINGLY IN ACCORDANCE WITH NEC TABLE A IN INFORMATIONAL NOTE AND NEC TABLE A IN INFORMATIONAL NOTE.

SUNON PAR AVE SITE
SANDY UT
PHONE #



DRAWN BY

MS NES

REV. DATE	REV. DESCRIPTION	ISS. DATE	ISS. DESCRIPTION

VILLA VISTA RESIDENTIAL
Approx. 1250 E Villa Vista Avenue
Salt Lake City, Utah 84106

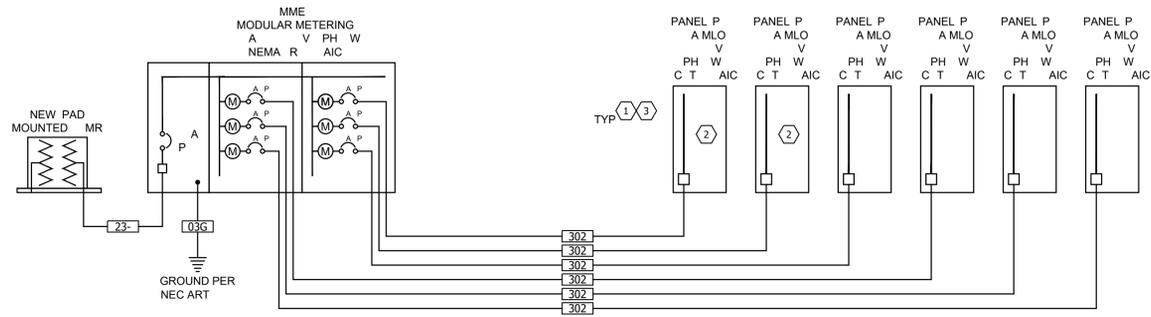
NOT FOR CONSTRUCTION

ISSUE DATE

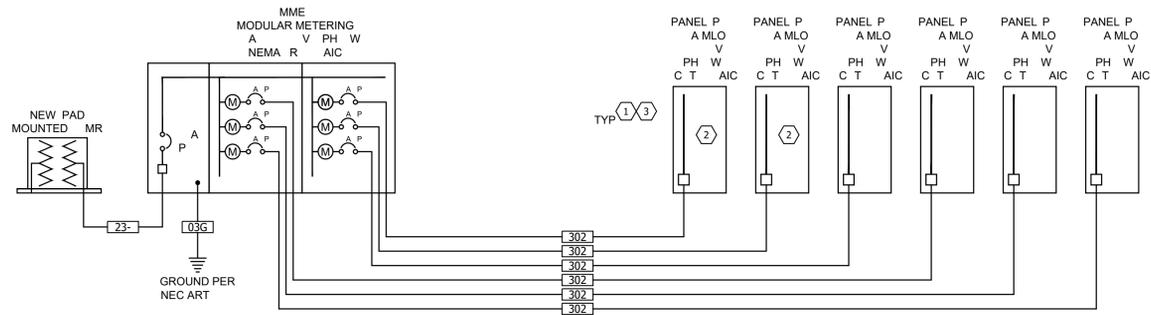
ELECTRICAL
SITE PLAN

SHEET

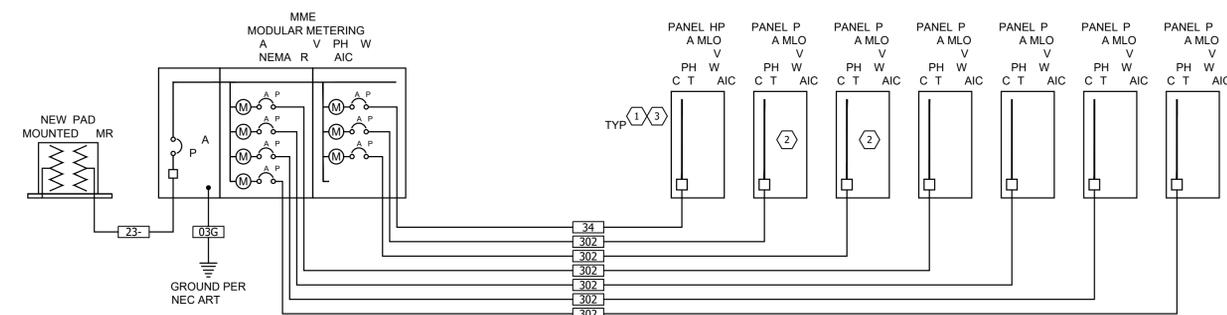
E001



1 MME3 ONE-LINE DIAGRAM
E502 NO SCALE



2 MME2 ONE-LINE DIAGRAM
E502 NO SCALE

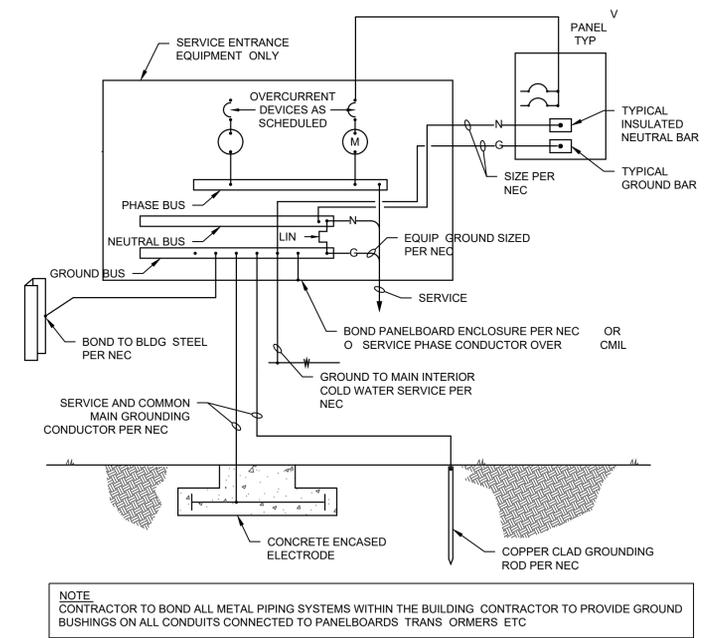


3 MME1 ONE-LINE DIAGRAM
E502 NO SCALE

MARK	AMPS	CONDUIT	CU/AL	CONDUCTORS (TOTAL)			NOTES
				PHASE	NEUTRAL	GROUND	
34			AL				
302			AL				
03G			AL				
23-							

NOTES:
CONDUCTOR INSULATIONS TO BE RATED THWN THHN C
GROUNDING ELECTRODE CONDUCTOR TO BE BONDED TO ALL AVAILABLE
GROUNDING ELECTRODES
CONTRACTOR TO PROVIDE SERVICE LATERAL CONDUIT FROM THE
TRANSFORMER TO THE METER CONDUCTORS ARE TO BE PROVIDED
INSTALLED AND TERMINATED BY RMP

KEYED NOTES	
Ⓟ	PROVIDE A NAME PLATE ON EACH ELECTRICAL PANEL AND SERVICE DISCONNECT WITH AVAILABLE FAULT CURRENT AND THE DATE WHICH THE CALCULATIONS WERE PERFORMED PER NEC ALL UNIT PANELS WITHIN 10' OF MODULAR METER BANK TO BE RATED AT 100A AIC WHERE A HOUSE PANEL IS REQUIRED PROVIDE A METER AND NEMA R RATED PANEL WITH A LOCKABLE COVER REFER TO THE METERING EQUIPMENT REFERENCE TO THE SITE PLAN OR MORE INFORMATION
GENERAL NOTES	
A	COORDINATE MOUNTING HEIGHTS OF ALL EQUIPMENT WITH ARCHITECTURAL DRAWINGS AND MILL WORK CONTRACTOR PRIOR TO ROUGH IN
B	VERIFY AND COORDINATE ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT WITH MANUFACTURER'S RECOMMENDATIONS PRIOR TO INSTALLATION OF EQUIPMENT
C	MANUFACTURER TO PROVIDE AN ADDITIONAL PRICE TO INCLUDE AN ARC FLASH STUDY WHERE A STUDY IS REQUIRED



4 TYPICAL GROUNDING/BONDING DETAIL
E502 NO SCALE

Typical Unit A	2025 sf
General Lighting	6075 VA
Small Appliance	3000 VA
Laundry	1500 VA
Range	8000 VA
Electric Vehicle Charger	7200 VA
Dryer	5000 VA
Total	30775 VA
1st 10KVA at 100%	10000 VA
Remaining at 40%	8310 VA
Total	18310 VA
Electric Heat	8634 VA
Total Dwelling Unit Load	26944 VA
	129.5 Amps

Typical Unit B	2550 sf
General Lighting	7650 VA
Small Appliance	3000 VA
Laundry	1500 VA
Range	8000 VA
Electric Vehicle Charger	7200 VA
Dryer	5000 VA
Total	32350 VA
1st 10KVA at 100%	10000 VA
Remaining at 40%	8940 VA
Total	18940 VA
Electric Heat	9421 VA
Total Dwelling Unit Load	28361 VA
	136.4 Amps

Meter Bank (MM1) (per Optional Calc. NEC 220.84)	
Unit A	0 units
Unit B	6 units
Total	6 units
General Lighting	45900 VA
Small Appliance	18000 VA
Laundry	9000 VA
Range	48000 VA
EV Vehicle Charger	45000 VA
Dryer	30000 VA
HVAC	56526 VA
Total	252426 VA
6 Units Total	
Demand per NEC Table 220-84	0.44 %
	111067.44 VA
Apartments @ 1 ph, 120/240V	462.8 Amp
Size Service for 600Amps, 120/240V, 1 Phase	

Meter Bank (MM2) (per Optional Calc. NEC 220.84)	
Unit A	0 units
Unit B	6 units
Total	6 units
General Lighting	45900 VA
Small Appliance	18000 VA
Laundry	9000 VA
Range	48000 VA
EV Vehicle Charger	45000 VA
Dryer	30000 VA
HVAC	56526 VA
Total	252426 VA
6 Units Total	
Demand per NEC Table 220-84	0.44 %
	111067.44 VA
Apartments @ 1 ph, 120/240V	462.8 Amp
Size Service for 600Amps, 120/240V, 1 Phase	

Meter Bank (MM3) (per Optional Calc. NEC 220.84)	
Unit A	6 units
Unit B	0 units
Total	6 units
General Lighting	36450 VA
Small Appliance	18000 VA
Laundry	9000 VA
Range	48000 VA
EV Vehicle Charger	45000 VA
Dryer	30000 VA
HVAC	51804 VA
Total	238254 VA
6 Units Total	
Demand per NEC Table 220-84	0.44 %
	104831.76 VA
Apartments @ 1 ph, 120/240V	436.8 Amp
Size Service for 600Amps, 120/240V, 1 Phase	

VILLA VISTA RESIDENTIAL
Approx. 1250 E Villa Vista Avenue
Salt Lake City, Utah 84106

ISSUE DATE

ELECTRICAL
DETAILS

SHEET

E502

NOT FOR CONSTRUCTION

FOR REVIEW ONLY

VILLA VISTA RESIDENTIAL
 MILLCREEK CITY, UTAH
 LANDSCAPE PLAN

PLANT SCHEDULE VILLA VISTA RESIDENTIAL

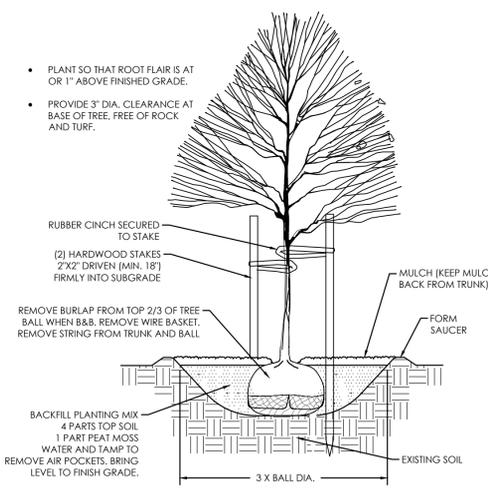
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	AG	<i>Acer gnsseum</i>	Paperbark Maple	1.5" Cal.	5
	CO	<i>Cercis occidentalis</i>	Western Redbud	1.5" Cal.	6
	GS	<i>Gleditsia tracanthos inermis 'Skycole'</i>	Skyline Honey Locust	1.5" Cal.	4
SHRUBS					
	BTC	<i>Berberis thunbergii 'Rose Glow'</i>	Rose Glow Barberry	5 gal.	5
	DR	<i>Daphne cneorum 'Ruby Glow'</i>	Ruby Glow Garland Daphne	2 gal.	54
	MAC	<i>Mahonia aquifolium 'Compacta'</i>	Compact Oregon Grape	5 gal.	25
	PMM	<i>Pinus mugo 'Mops'</i>	Mops Mugo Pine	5 gal.	30
	RMW	<i>Rosa Meidland 'White'</i>	White Meidland Rose	5 gal.	30
	SBA	<i>Spiraea x bumalda 'Anthony Waterer'</i>	Anthony Waterer Bumald Spiraea	5 gal.	18
	ST	<i>Spiraea x vanhouttei</i>	Bridal Wreath Spirea	5 gal.	3
	TD	<i>Taxus x media 'Densiflora'</i>	Dense Anglo-Japanese Yew	5 gal.	43
ORNAMENTAL GRASSES					
	HSS	<i>Helictotrichon sempervirens 'Sapphire'</i>	Sapphire Blue Oat Grass	1 gal.	32
	PV5	<i>Panicum virgatum 'Shenandoah'</i>	Shenandoah Switch Grass	1 gal.	54
	FAH	<i>Pennisetum alopecuroides 'Hameln'</i>	Hameln Fountain Grass	1 gal.	50
PERENNIALS					
	LAM	<i>Lavandula angustifolia 'Munstead'</i>	Munstead English Lavender	1 gal.	35

REFERENCE NOTES SCHEDULE VILLA VISTA RESIDENTIAL

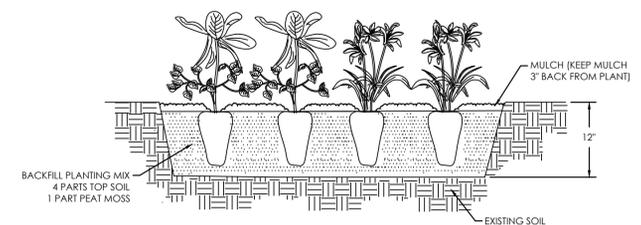
SYMBOL	CODE	DESCRIPTION	QTY
	1	WOOD MULCH	5,766 sf
	2	PAVERS	793 sf
	3	STAMPED COLORED CONCRETE	649 sf
	4	DECORATIVE COBBLE	1,081 sf
	5	BIKE RACK	1
	6	TABLE	1
	7	BENCH	3
	8	TWO PERSON COVERED SWING	1
	9	BOULDER	114

LANDSCAPE NOTES

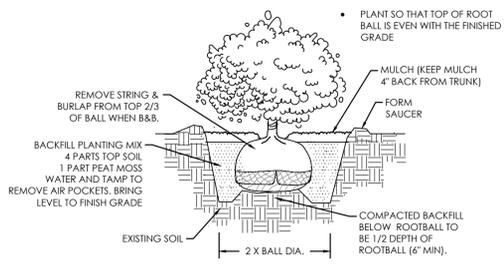
- TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED ROCK MULCH WITH 4" DEEP OF ROCK TYPE(S) SPECIFIED IN THE REFERENCE NOTE SCHEDULE. PLACE ROCK OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED.
- CONTRACTOR TO CONDUCT THEIR OWN QUANTITY TAKE-OFFS IN THE PLAN AND VERIFY ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THE PLANS AS WELL AS HAVE THE SITE UTILITIES LOCATED ON THE GROUND PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. IN THE EVENT THAT THE CONTRACTOR DISCOVERS AN UNDERGROUND UTILITY THAT IS NOT REPRESENTED WITHIN THE CONSTRUCTION DOCUMENTS OR AS MARKED ON THE SITE, HE SHALL IMMEDIATELY CONTACT THE OWNERS REPRESENTATIVE TO DETERMINE NEXT STEPS PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN THE AREA OF THE NEWLY DISCOVERED UNDERGROUND UTILITY.
- THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE THROUGHOUT CONSTRUCTION ACTIVITIES FOR THE PROJECT. ACCUMULATION OF STANDING WATER WILL NOT BE PERMITTED.



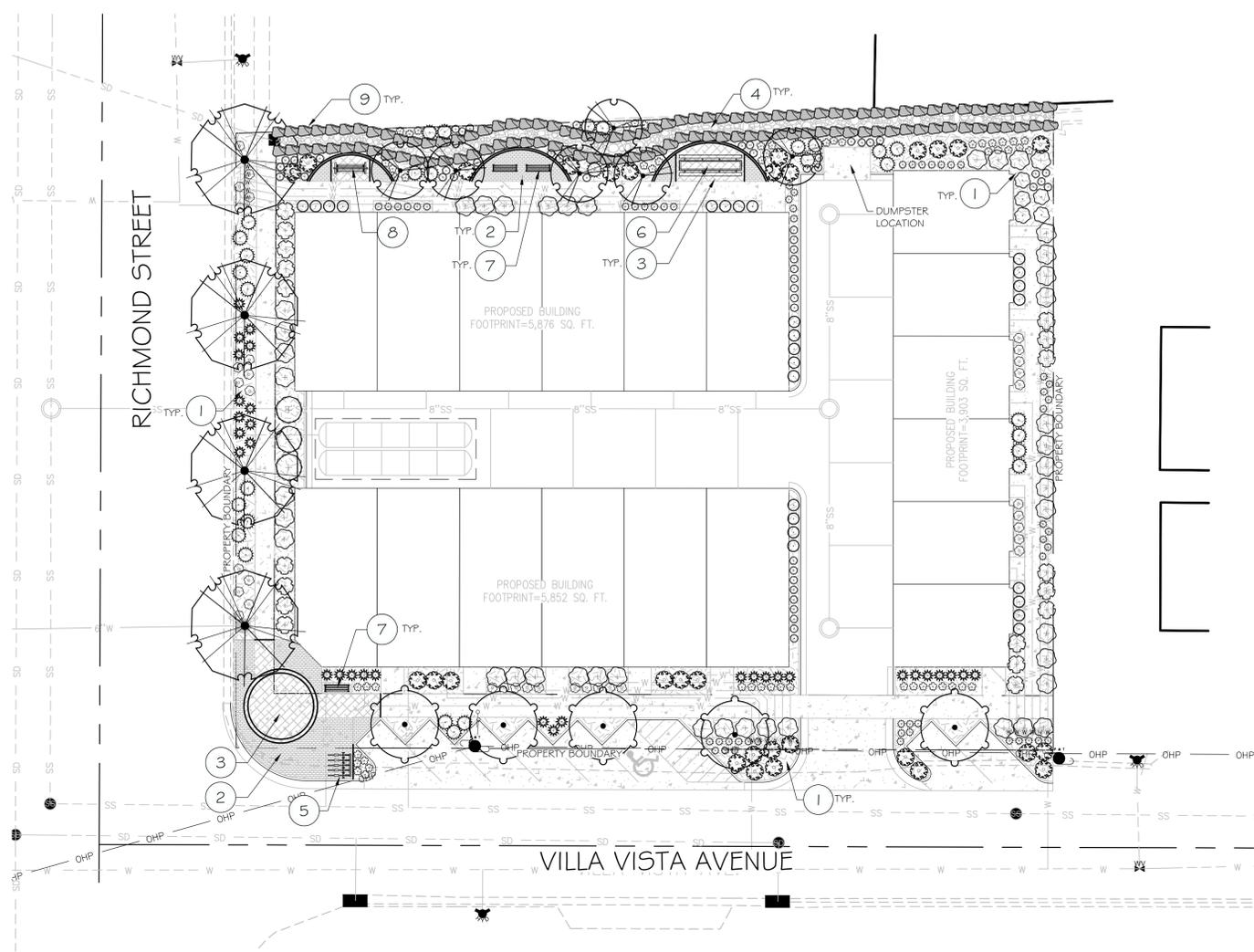
A TREE PLANTING & STAKING
 NOT TO SCALE



B PERENNIAL PLANTING
 NOT TO SCALE



C SHRUB PLANTING
 NOT TO SCALE



GRAPHIC SCALE

(IN FEET)
 1 inch = 20 ft.

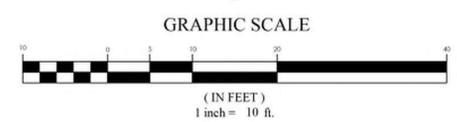


REVISION BLOCK	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

LANDSCAPE PLAN

Scale: 1"=20'
 Date: 08/14/2025
 Sheet:

Drawn: SB
 Job #: 25-0159
 Sheet: L1.0



VILLA VISTA RESIDENTIAL

MILLCREEK CITY, UTAH
8/14/2025
25-0159

EAST ELEVATION EXTERIOR MATERIAL LEGEND

BRICK COLOR 1 1,161 SF (65%)	HARDIE BOARD PANEL 393 SF (19%)	GLAZING 384 SF (18%)
	HORIZONTAL SIDING PANEL 195 SF (9%)	

SOUTH ELEVATION EXTERIOR MATERIAL LEGEND

BRICK COLOR 1 937 SF (19%)	HARDIE BOARD PANEL 486 SF (10%)	GLAZING 1,015 SF (20%)
BRICK COLOR 2 2,106 SF (42%)	HORIZONTAL SIDING PANEL COLOR 1 472 SF (9%)	HORIZONTAL SIDING PANEL COLOR 2 472 SF (9%)



BUILDING 1 & 2 - EAST ELEVATION
A201A 3/16" = 1'-0"

BUILDING 1 & 2 - SOUTH ELEVATION
A201A 3/16" = 1'-0"

WEST ELEVATION EXTERIOR MATERIAL LEGEND

BRICK COLOR 1 1,161 SF (64%)	HARDIE BOARD PANEL 393 SF (19%)	GLAZING 384 SF (18%)
	HORIZONTAL SIDING PANEL 195 SF (9%)	

NORTH ELEVATION EXTERIOR MATERIAL LEGEND

BRICK COLOR 1 404 SF (9%)	HARDIE BOARD PANEL COLOR 1 735 SF (17%)	GLAZING 495 SF (11%)
BRICK COLOR 2 331 SF (8%)	HARDIE BOARD PANEL COLOR 2 1,541 SF (35%)	HORIZONTAL SIDING PANEL COLOR 1 559 SF (13%)
	STANDING SEAM ROOF SYSTEM 34 SF (1%)	HORIZONTAL SIDING PANEL COLOR 2 266 SF (6%)



BUILDING 1 & 2 - WEST ELEVATION
A201A 3/16" = 1'-0"

BUILDING 1 & 2 - NORTH ELEVATION
A201A 3/16" = 1'-0"

DRAWN BY	DC
REV. DATE	
REV. DESCRIPTION	
ISS. DATE	
ISS. DESCRIPTION	

VILLA VISTA TOWNHOMES
1265 East Villa Vista Avenue
Millcreek, UT 84106

DEVELOPER APPROVAL

ISSUE DATE
08.08.25

BUILDING 1 & 2
EXTERIOR
ELEVATIONS

SHEET

A201A

This drawing is an instrument of professional service to the property of MINT ARCHITECTURE L.L.C. and shall not be used in whole or part for any other project without the written permission of an authorized representative of MINT ARCHITECTURE L.L.C. Unauthorized use will be prosecuted to the full extent of the law. Copyright © 2025 by MINT ARCHITECTURE L.L.C.

DRAWN BY	
REV./DATE	Author
MARK	ISSUE DESCRIPTION
REV./DATE	Author
REV./DATE	Author

VILLA VISTA TOWNHOMES
1265 East Villa Vista Avenue
Midvale, UT 84106

DEVELOPER APPROVAL
DATE
SIGNATURE

NOT FOR CONSTRUCTION

ISSUE DATE
08.08.25

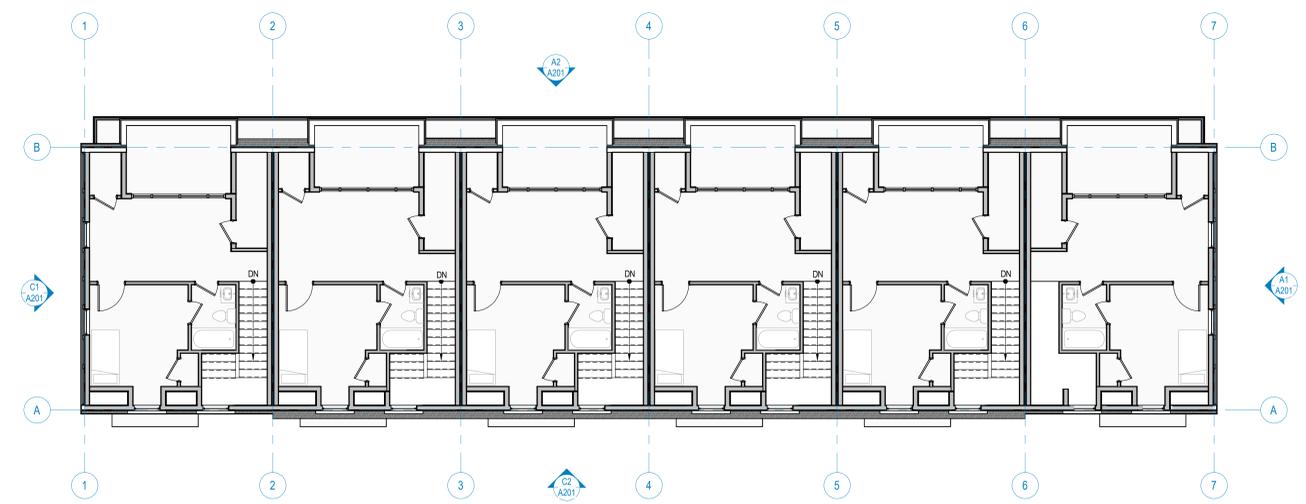
**BUILDING 3
FLOOR PLANS**

SHEET

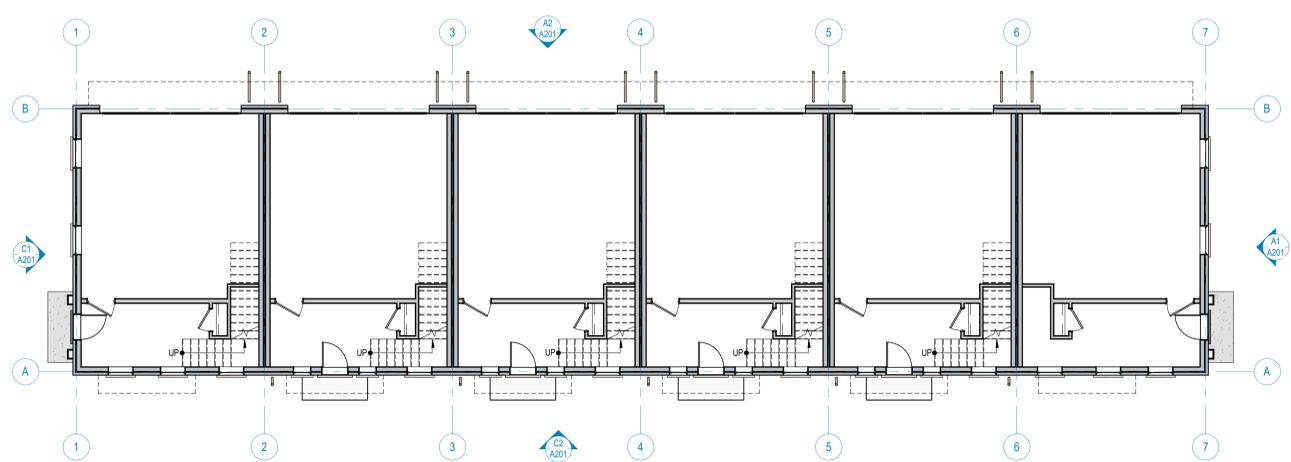
A101



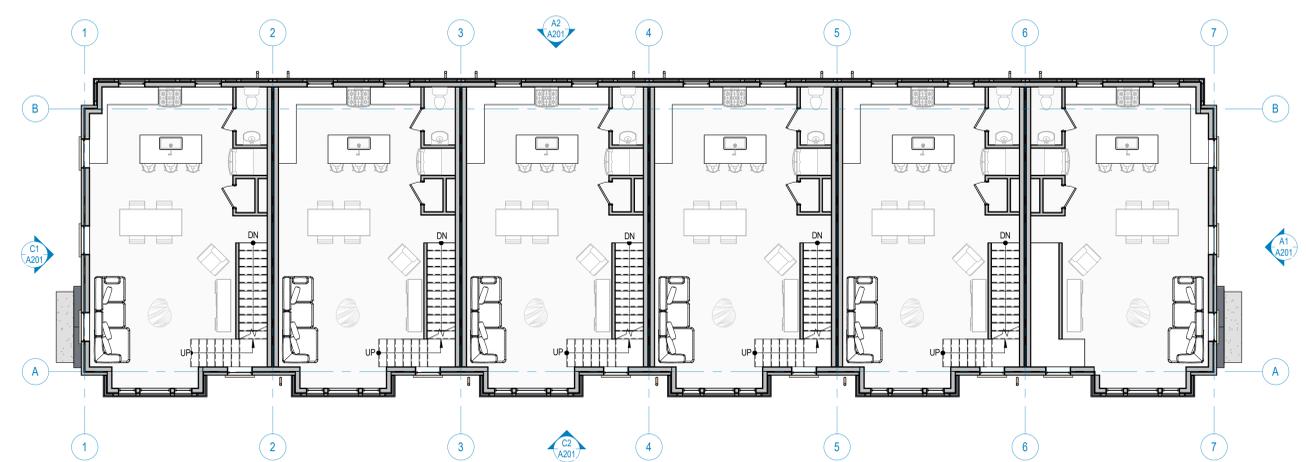
BUILDING 3 - FLOOR PLAN - LEVEL 3
A101
1/8" = 1'-0"



BUILDING 3 - FLOOR PLAN - LEVEL 4
A101
1/8" = 1'-0"



BUILDING 3 - FLOOR PLAN - LEVEL 1
A101
1/8" = 1'-0"



BUILDING 3 - FLOOR PLAN - LEVEL 2
A101
1/8" = 1'-0"

EAST ELEVATION EXTERIOR MATERIAL LEGEND

	BRICK COLOR 1 857 SF (68%)		HARDIE BOARD PANEL 447 SF (30%)		GLAZING 181 SF (12%)
---	------------------------------	---	-----------------------------------	---	------------------------

SOUTH ELEVATION EXTERIOR MATERIAL LEGEND

	BRICK COLOR 1 2,242 SF (38%)		HARDIE BOARD PANEL 1,307 SF (22%)		GLAZING 1,059 SF (18%)
	ROOFING 1,325 SF (22%)				



A1 BUILDING 3 SOUTH ELEVATION
A201 3/16" = 1'-0"

C2 BUILDING 3 EAST ELEVATION
A201 3/16" = 1'-0"

WEST ELEVATION EXTERIOR MATERIAL LEGEND

	BRICK COLOR 1 857 SF (58%)		HARDIE BOARD PANEL 447 SF (30%)		GLAZING 181 SF (12%)
---	------------------------------	---	-----------------------------------	---	------------------------

NORTH ELEVATION EXTERIOR MATERIAL LEGEND

	BRICK COLOR 1 591 SF (11%)		HARDIE BOARD PANEL 2,760 SF (53%)		GLAZING 846 SF (26%)
	ROOFING 1,057 SF (20%)				



A1 BUILDING 3 NORTH ELEVATION1
A201 3/16" = 1'-0"

A2 BUILDING 3 WEST ELEVATION
A201 3/16" = 1'-0"

DRAWN BY		DC
REV.	DATE	
DESCRIPTION		
#	DATE	
ISS.	DATE	
DESCRIPTION		
MARK	ISSUE	
DESCRIPTION		

VILLA VISTA TOWNHOMES
1265 East Villa Vista Avenue
Midcreek, UT 84106

DEVELOPER APPROVAL
DATE
SIGNATURE

NOT FOR CONSTRUCTION

ISSUE DATE
08.08.25

BUILDING 3
EXTERIOR
ELEVATIONS

SHEET









MILLCREEK, UTAH
ORDINANCE NO. 25-50

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR AN OWNER OCCUPIED EIGHTEEN-UNIT TOWNHOME RESIDENTIAL COMPLEX WITH RESPECT TO APPROXIMATELY 0.68 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1265 E VILLA VISTA AVENUE

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on December 8, 2025, to consider, among other things, an ordinance approving a development agreement for an owner occupied eighteen-unit townhome residential complex with respect to approximately 0.68 acres of real property located at approximately 1265 E Villa Vista Ave; and

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

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

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

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

PASSED AND APPROVED by the Council the 8th day of December 2025.

MILLCREEK

Cheri Jackson, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 25-50 AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A
DEVELOPMENT AGREEMENT FOR AN OWNER OCCUPIED, EIGHTEEN-UNIT
TOWNHOME RESIDENTIAL COMPLEX WITH RESPECT TO APPROXIMATELY 0.68
ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1265 E VILLA VISTA
AVE was adopted the 8th day of December 2025 and that a copy of the foregoing Ordinance 25-
50 was posted in accordance with Utah Code 10-3-711 this _____ day of December 2025.

Elyse Sullivan, City Recorder

When recorded, return to:

Millcreek
Attn: Mayor
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this ___ day of _____, 2025 (the “Effective Date”), by and between Gardner Alfandre Holdings, L.C., a Utah limited liability company (the “Developer”) and Millcreek City, a municipal corporation of the State of Utah (the “City”). The Developer and the City are sometimes referred to as the “Parties.”

RECITALS

WHEREAS, the Developer owns, or will own, approximately .68 acres of real property located at 1265 East Villa Vista in Millcreek, Utah, as more particularly described on Exhibit A attached hereto (the “Property”). The Parties desire that the Property be developed as eighteen (18) townhomes (the “Project”) in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Property is located in the Commercial “C” Zone (“CCOZ”), and

WHEREAS, the Developer has requested that the Property be rezoned (“Rezone”) from the CCOZ to the City Center Overlay Development Agreement Zone (“CCOZ-DA”); and

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

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

WHEREAS, Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City’s General Plan and long-range development objectives, and which

addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City and Developer acknowledge and intend for the terms of this Agreement to be enforceable, and for the rights of the Developer to develop the Property only if the City Council, in its sole and absolute legislative discretion, approves the Rezone and this Agreement (as evidenced by the City's signature to this Agreement); and

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

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

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

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement.

3. **Vested Rights.** Anything in Section 2 notwithstanding, except as provided below, the Parties intend that this Agreement grants the Developer the vested right to develop the Project under the ordinances, policies, and standards of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters that are in effect as of the Effective Date, as modified by the design criteria attached hereto as Exhibit B, the concept plan attached hereto as Exhibit C, and the provisions of this Agreement (the "Vested Laws").

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

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

3.1.2 Codes. City development standards, engineering requirements, and supplemental specifications for Public Works, and any new editions or replacements 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 on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

3.1.5 Impact Fees. Impact Fees or modifications thereto which are adopted and

imposed by the City in accordance with applicable law; and

3.1.6 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

3.2 Developer's Voluntary Submission to Future Laws. If the Developer provides express written notice of its intent to abide by the City's future laws/ordinances that are in place at the time when the Developer submits a development application, then such future laws/ordinances shall apply to such development application, without waiving the Developer's right to submit future development applications under the Vested Laws.

3.3 Timing and Rate of Development. The City acknowledges that as of the Effective Date, the Developer cannot predict if, when, or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside the control of the Developer, such as market orientation and demand, competition, availability of qualified laborers, and weather conditions. Nothing in this Agreement shall be construed to require the Developer to proceed with developing the Project or any portion thereof or any Phase, provided (a) once development has commenced, such development shall be in accordance with the terms of this Agreement; and (b) once vertical construction has commenced, such construction shall be completed in a commercially reasonable timeframe, subject to the provisions of Section 15 below.

3.4 Acquisition of Property. The rights and obligations of the Developer and the City

under this Agreement are conditioned on Developer acquiring the Property. If the Developer fails to acquire the Property, this Agreement shall automatically terminate.

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

5. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit B.

6. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder following the acquisition of the Property by Developer, shall be deemed to run with the Property, and shall encumber the same; and, subject to the provisions of Section 14 below, shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property. No breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person that acquires title to the Property, or any portions thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7. **Assignment.** This Agreement shall be binding upon any successors and assigns. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without the other party's consent; however, this restriction on assignment shall not prohibit or impede the sale by the Developer to any third party. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement, without the consent of the City but with notice to the City, to any person or entity that controls, is under common control with, or is controlling Developer. For purposes of this

paragraph, control exists in all cases in which the entity is a member of a controlled group of corporations as defined pursuant to section 1563 of the Internal Revenue Code.

8. **No Joint Venture, Partnership, or Third-Party Rights.** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties or any rights or benefits to third parties except as expressly provided herein.

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

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

TO DEVELOPER:

Kensington Home Company
Attn: Matt Wilcox
650 S 500 W Suite 295
Salt Lake City, UT 84101

TO CITY:

Millcreek
Cheri Jackson, Mayor
1330 E Chambers Ave
Millcreek, Utah 84106

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

11. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any litigation regarding this Agreement shall be

filed in the Third District Court in Salt Lake City, Utah, or in the United States District Court for the District of Utah in Salt Lake City, Utah.

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

13. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement, and each Party waives any claims thereto. The sole remedy available to the Developer or assignee shall be specific performance. Notwithstanding such limitation, the City may withhold all further reviews, approvals, licenses, building permits, and/or other permits for the development of the Project in the case of a material default by Developer that remains uncured thirty (30) days after written notice of such default, unless Developer commences curing such default within such thirty (30) day period and diligently pursues such cure; provided, if the Council finds on the record in a public meeting that a default by the Developer materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a default would also impair a compelling, countervailing interest of the City, the City may immediately pursue the remedies after the public meeting which finds such material impairment of a compelling, countervailing interest of the City. The City shall give reasonable notice to the Developer of any public meeting at which an emergency default is to be considered, and the Developer shall be allowed to attend such meeting and address the Council regarding the claimed emergency default.

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

15. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

DEVELOPER

By: _____

Name: James Alfandre

Title: President

OWNER/DEVELOPER ACKNOWLEDGMENT

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

On the ____ day of _____, 2025, personally appeared before me James Alfandre, who being by me duly sworn, did say that he is the President of Gardner Alfandre Holdings, L.C., and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.

Exhibit A
(legal description)

Legal Description

Parcel 1:

Beginning at a point 2 rods North and 539.5 feet West of the Southeast corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 165 feet, more or less, to the North line of lands conveyed to Severn Nielsen by deed from Henry Johnson, dated July 24, 1878, and recorded on said date in Book "M" of Deeds, at Pages 964-6; thence South 87 1/2° West 61 feet, more or less, to the East line of Richmond Street; thence South 165 feet, more or less, along the East line of said Richmond Street to the North line of Gunn Avenue; thence East along the North line of said Gunn Avenue 61 feet, more or less, to the place of beginning.

Tax I.D. 16-29-281-011-0000

Parcel 2:

Commencing at a point 2 rods North and 464.5 feet West from the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence West 75 feet; thence North 10 rods, more or less, to the North line of lands conveyed to Severn Nielsen by Deed from Henry Johnson dated July 24, 1878 and recorded on said date in Book "M" of Deeds at Pages 964-6; thence along said line described in said Deed North 87 degrees 30 minutes East 75 feet to a point due North of beginning; thence South 10 rods, more or less, to the place of beginning.

Together with a right of way over the following:

Commencing at the Southwest corner of the Northwest Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence East 14 rods, more or less, to the center line of County Road; thence North 15 degrees 30 minutes West 33.3 feet to a point due East of the Southeast Corner of lands decreed to Niels C. Nielsen by Decree of Distribution in the Matter of the Estate of Severn Nielsen, deceased, in the Third Judicial District Court of the State of Utah; thence West 76 rods to Salt Lake City Canal; thence South 41 degrees East to the East and West Quarter Section Line; thence East 61.75 rods to the place of beginning.

Tax I.D. 16-29-281-012-0000

Parcel 3:

Commencing at a point 33 feet North and 389.5 feet West of the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence West 75 feet; thence North 10 rods, more or less, to the North line of property conveyed to Severin Nielson by Deed from Henry Johnson, recorded in the Office of the County Recorder of Salt Lake County, Utah in Book "M" of Deeds, Pages 964-6; thence along said line described in said deed, North 87°30' East 75 feet, more or less, to a point due North of Beginning; thence South 10 rods, more or less to the place of beginning.

Tax I.D. 16-29-281-013-0000

Exhibit B
Design and Improvement Criteria

The Developer shall develop the Project consistent with the design and improvement criteria as identified below:

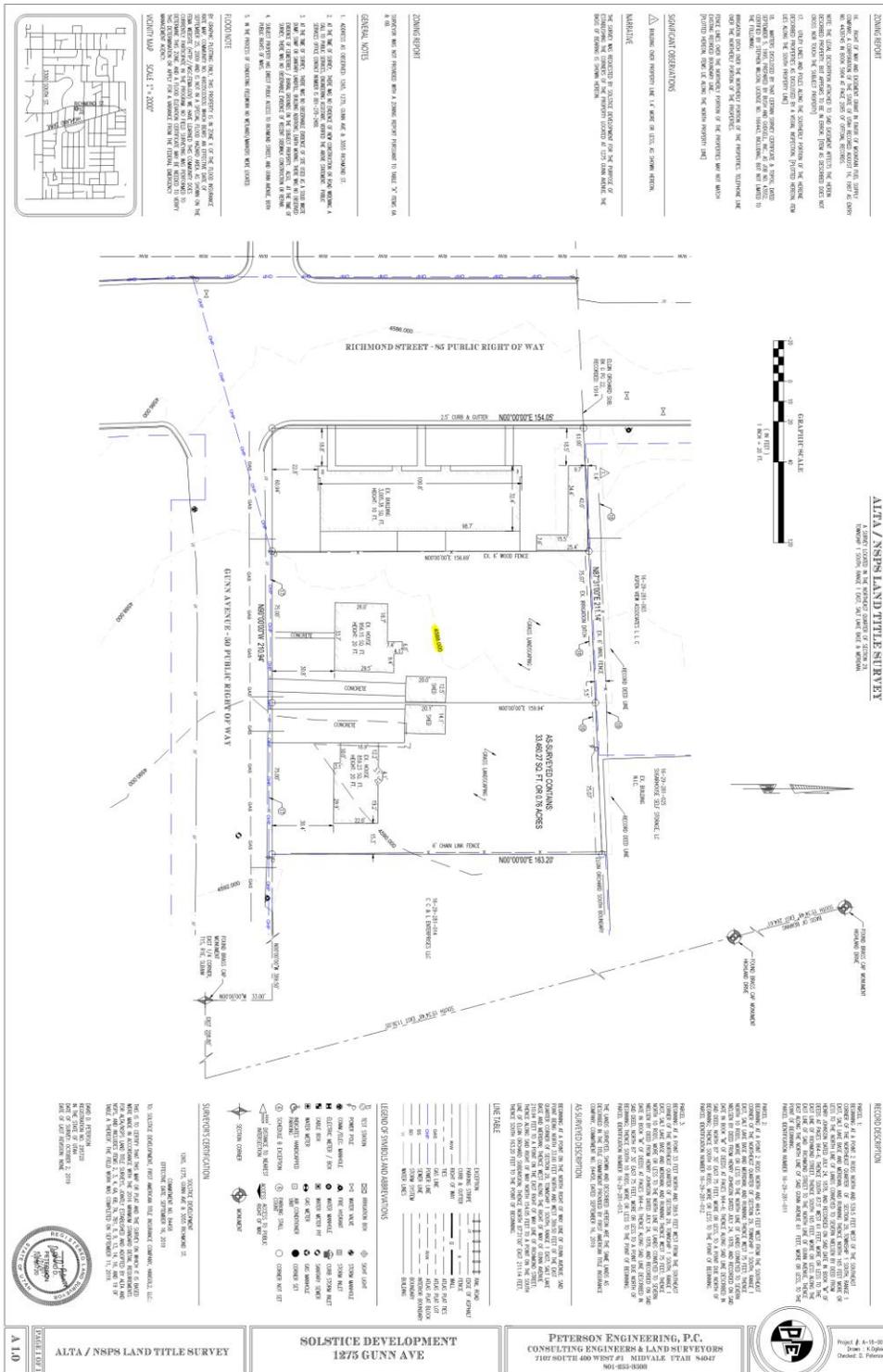
- 1) **Uses.** The project shall consist of eighteen (18) residential units within three (3) buildings, as depicted in Exhibit C.
 - a) Building One (South Building): Six (6) units. Four (4) Bedroom Townhomes.
 - b) Building Two (North Building): Six (6) units. Four (4) Bedroom Townhomes.
 - c) Building Three (East Building): Six (6) units. Three (3) Bedroom Townhomes.
- 2) **Commercial Requirements:** The commercial use shall feature Live/Work Units inside Building One and Building Two. Live/Work Units shall consist of a ground story that is limited to commercial uses that are allowed in the City Center Overlay Zone. The location of the commercial uses shall be arranged as depicted in the floorplans of Buildings One and Two, Exhibit C.
- 3) **Ownership.** Prior to the City issuing a final Site Plan/Conditional Use Permit approval, the Developer shall obtain preliminary subdivision approval from the Planning Commission.
 - a) The Developer shall record a final subdivision plat within one year of the date of Site Plan/Conditional Use Permit approval to create individual lots for each of the eighteen (18) units.
 - b) To ensure owner occupancy, the Developer agrees to, concurrent with recording of a subdivision plat, record in the office of the Salt Lake County Recorder a declaration/deed restriction (“Declaration”) in the form attached hereto as Exhibit D on each of the eighteen (18) lots but shall release a Declaration on nine (9) of the lots upon notice as set forth in the Declaration.
- 4) **Height.** The height of the buildings shall be measured from the lowest elevation point of original grade (4,588 FT), as depicted in the attached ALTA/NSPS Land Title & Topography Survey, Exhibit C. Height shall be as depicted in Exhibit C.
 - a) **Building 1 & 2:** No higher than 45 feet.
 - b) **Building 3:** No higher than 47 feet.
- 5) **Setbacks.** The minimum building setbacks shall be according to the current City Center Overlay Zone (CCOZ), and as depicted in Exhibit C.
- 6) **Landscaping.** Landscaping shall comply with the requirements of MKZ 18.64 (Landscape standards) and the Millcreek City Center Urban Forestry Standard. Landscaping materials

shall include native or endemic groundcover. Turf grass is prohibited for use as a ground cover.

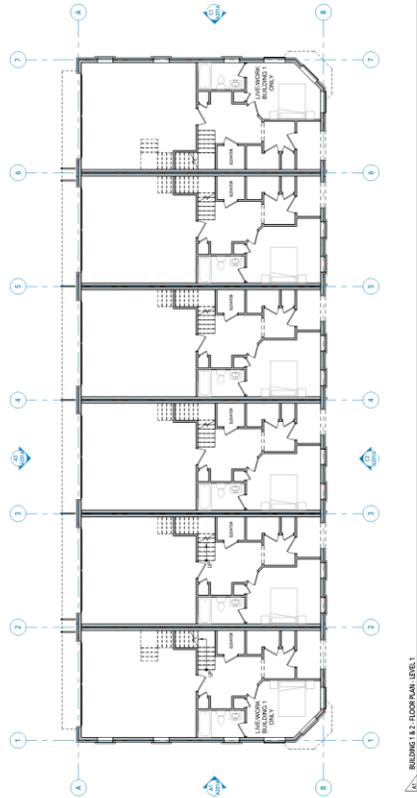
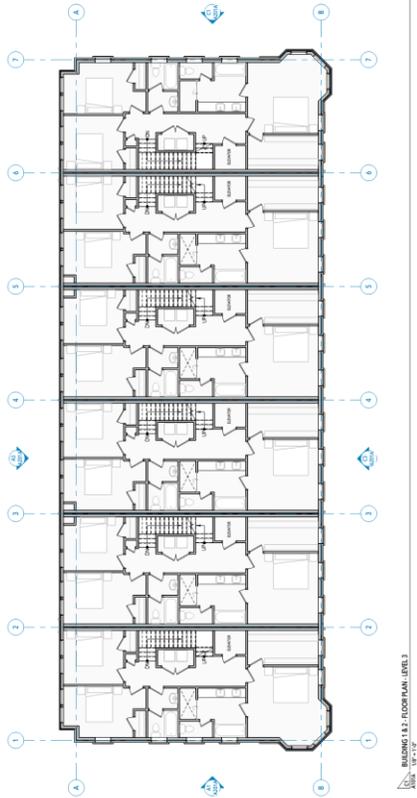
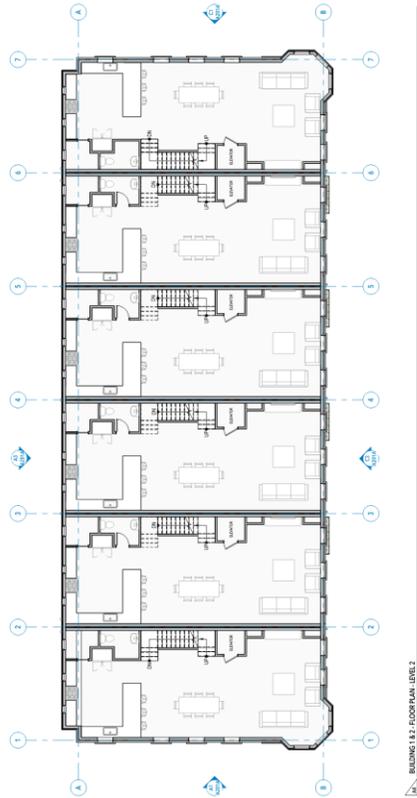
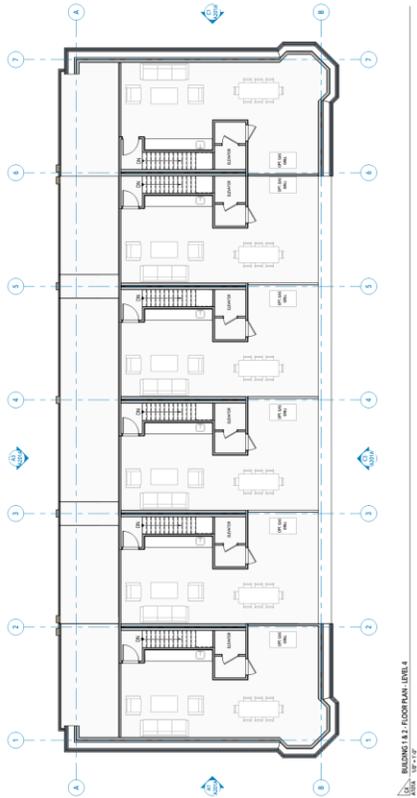
- 7) **Length:** All buildings shall not exceed 128 feet in length, as depicted in Exhibit C.
- 8) **Parking.** The Project shall have at least thirty-six (36) parking stalls, which shall be contained within the eighteen individual two-car garages (36). Additionally, as per the prescribed cross section for neighborhood streets, depicted in Figure 18.47.7 and in Table 18.47-8 within MKZ 18.47.060 (CCOZ Design Standards), the project will include seven (7) on street parking stalls and one (1) ADA parking stall, which will be dedicated to the City as part of the right-of-way.
- 9) **Materials.** The building's facades shall consist of high-quality, durable, low-maintenance materials (e.g., composite siding and trellises, brick, stone, stucco, glass, and metal) in accordance with the City Center Overlay Zone (CCOZ) ordinance. The materials and windows shall be arranged according to the elevation sheets, as depicted in Exhibit C.
- 10) **Right-of-way improvements.** The Developer shall provide a ten-foot (10') wide public easement parallel to and abutting Villa Vista Avenue right-of-way. Additionally, The developer shall provide a five-foot (5') wide public easement parallel to and abutting Richmond St. The Developer shall also install frontage improvement to the abutting right of way (including but not limited to curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities).
- 11) **Streetscape and Dedication.** The streetscape along Villa Vista and Richmond shall be installed as depicted in Exhibit C, following the cross sections identified in Figure 18.47.7 and in Table 18.47-8 within MKZ 18.47.060 (CCOZ Design Standards).
- 12) **Ditch Agreement.** Irrigation improvements shall meet the requirements of the Lower Millcreek Canal Company.
- 13) **Restrictive Use Agreement.** The Developer shall cause the following language to be included in a declarations of covenants, conditions, and restrictions (CC&Rs) recorded against the Property at the time of recording a subdivision plat:
 - a) After the date upon which a unit is first sold to a consumer, such unit must be owner-occupied to the extent that the declaration/deed restriction requiring owner occupancy in favor of Millcreek City (the "Owner Occupancy Covenant") is in effect and applicable to that unit. Owner-occupied shall mean real estate that is both owned and is currently used as the then-current owner's primary residence. The then-current owner is not required to use the Property as its primary residence if:
 - i) The owner has a bona fide, temporary absence for activities such as military service, temporary job assignments, sabbaticals, or voluntary service;
 - ii) The owner is placed in a hospital, nursing home, assisted living facility, or similar facility that provides regular medical care, except retirement living facilities or communities, or dies;

- iii) The owner establishes a financial hardship, using clear and convincing evidence, that would prevent the owner from continuing to occupy the Property;
 - iv) The owner rents the Property to, or otherwise allows occupancy by, their children, stepchildren, parents, grandparents, or grandchildren;
 - v) The owner cannot sell the Property within one year for fair market value, which year shall begin upon listing of the Property in the Utah Multiple Listing Service (“MLS”);
 - vi) The owner’s employer has relocated the owner;
 - vii) The Property is occupied by an individual who has voting rights with respect to the entity that owns the Property and has at least 25% ownership of the entity; or
 - viii) The Property is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (i) a current resident of the Property or (ii) the parent, child, or sibling of a current resident of the Property.
- b) The foregoing owner occupancy restriction shall not apply to any unit that has been released from the Owner Occupancy Covenant, nor shall it apply after the expiration of the Owner Occupancy Covenant.

Exhibit C (Site plan and Elevations)



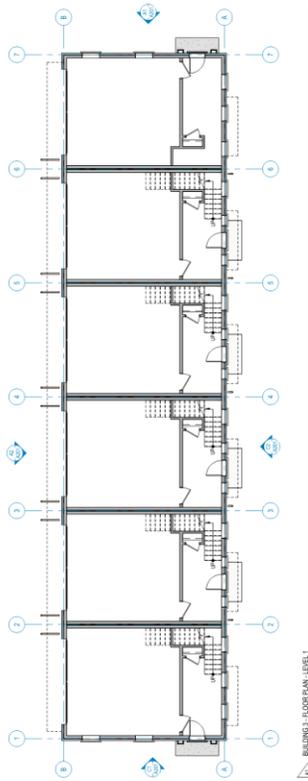
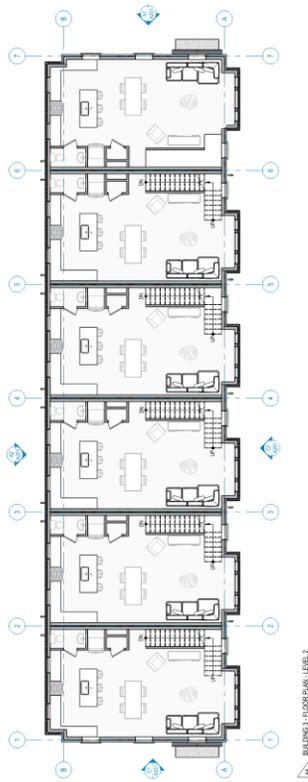
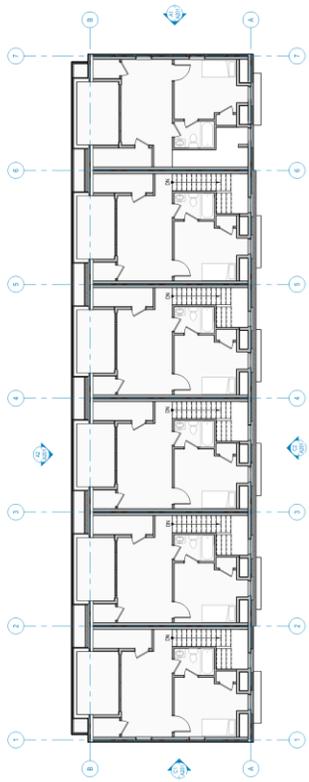
(ALTA/NSPS Land Title Survey)



(Building One & Two Floor Plans)



(Building Three Elevations)



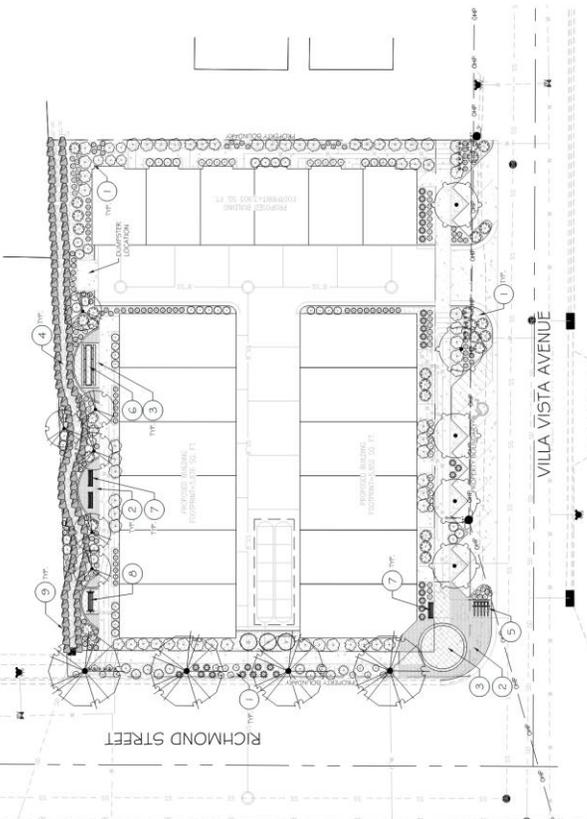
(Building Three Floor Plans)

PLANT SCHEDULE VILLA VISTA RESIDENTIAL

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	T	Acacia gummata	Firestick Myrtle	1.5' Cal.	5
	CO	Cercas occidentalis	Western Redbud	1.5' Cal.	6
	COB	Quercus laevis (var. prinus)	Shiny Honey Locust	1.5' Cal.	4
	RT	Rosa glauca	Blue Rose	5 gal.	5
	DK	Daphne genkwa	Winter Daphne	2 gal.	54
	MAC	Malva sylvestris	Compact Garden Mallow	5 gal.	25
	PM	Penstemon sp.	Penstemon	5 gal.	30
	RAW	Rosa rugosa	White Rose	5 gal.	30
	SA	Syringa vulgaris	Common Lilac	5 gal.	18
	ST	Staphylea trifolia	Bluish White Flowering Dogwood	5 gal.	3
	TD	Taxus canadensis	Eastern White Pine	5 gal.	43
	OR	Ornamental Grasses	Ornamental Grasses	1 gal.	32
	PS	Panicum sp.	Panicum	1 gal.	54
	PH	Phlox sp.	Phlox	1 gal.	50
	PE	Perennials	Perennials	1 gal.	35

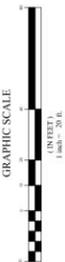
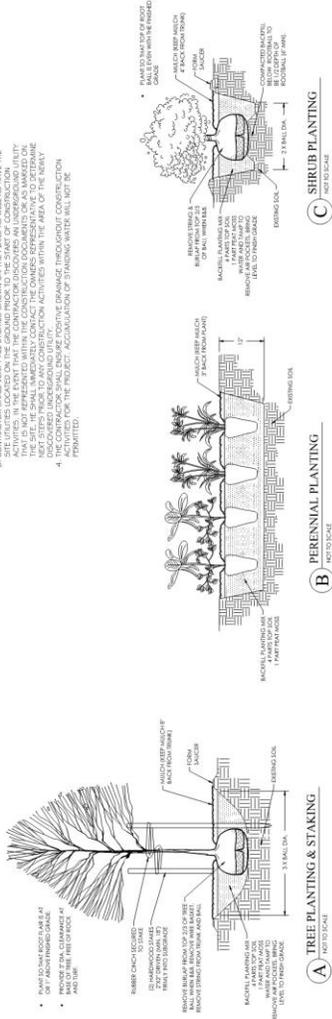
REFERENCE NOTES SCHEDULE VILLA VISTA RESIDENTIAL

SYMBOL	CODE	DESCRIPTION	QTY
	1	WOOD MULCH	5,700 SF
	2	PAINTS	793 LF
	3	STAMPED COLORED CONCRETE	649 SF
	4	DECORATIVE COBBLE	1,001 SF
	5	IRIZ PAVING	1
	6	IRIZ PAVING	1
	7	IRIZ PAVING	3
	8	TWO PERSON COVERED SWING	1
	9	BENCH	114



LANDSCAPE NOTES

1. TOP PRESS ALL SHRUBS, TREES AND OTHER AREAS. LANDSCAPE MULCH WITH 2" DEEP PRESS TO BEDDING. MULCH SHALL BE INSTALLED AFTER THE CONCRETE IS SET AND BEFORE THE FINISH IS APPLIED.
2. CONTRACTOR TO CONDUCT THEIR OWN QUANTITY TAKE-OFFS IN THE PLAN AND VERIFY THE QUANTITIES SHOWN ON THE PLAN AS WELL AS HAVE THE QUANTITIES VERIFIED BY THE ARCHITECT.
3. CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THE PLAN AS WELL AS HAVE THE UTILITIES VERIFIED BY THE ARCHITECT.
4. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE THROUGHOUT CONSTRUCTION. FOR THE PROJECT, ACCUMULATION OF STANDING WATER SHALL NOT BE PERMITTED.



(Landscape Plan)

Exhibit D
(Deed Restriction)

[SEE FOLLOWING PAGE]

WHEN RECORDED, RETURN TO:
Ari Bruening
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, UT 84111

(Space above for Recorder's use only.)

NOTICE AND DECLARATION OF DEED RESTRICTIONS

This Notice and Declaration of Deed Restrictions ("Declaration/Deed Restriction") is made by Gardner Alfandre Holdings, L.C. ("Property Owner") for the benefit of Millcreek ("City" and collectively the "Parties"). This Declaration/Deed Restriction is based on the following facts:

- A. Property Owner is the sole owner of record of that certain real property situated in the County of Salt Lake, State of Utah, located at 1265 E Villa Vista Avenue, that is more particularly described in the attached Exhibit "A." Such real property and all improvements, or any individual residence constructed thereon, are collectively called the "Property."
- B. Property Owner applied to the City to obtain a City Center Overlay Zone Development Agreement zone at the property allowing more flexibility in terms of Design Standards. The City agreed to grant the development agreement zone and allow increased deviations from certain design standards in consideration of this Deed Restriction.
- C. The Parties desire to enter into and record this Declaration/Deed Restriction to give notice of this Declaration/Deed Restriction to successors in interest and others who may obtain an interest in the Property or any portion thereof.
- D. Property Owner further desires by this Declaration/Deed Restriction to acknowledge that the City has the authority to enforce the restrictions declared herein as restrictions running with the land that shall bind Property Owner and all successors in interest to the Property.

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

- 1. Following a sale of a residential unit constructed in a property to a third party, such residential unit must be owner-occupied. Owner-occupied shall mean real estate that is both owned and is currently used as the then-current owner's primary residence. The then-current owner is not required to use the Property as its primary residence if:
 - a. The owner has a bona fide, temporary absence of three years or less for activities such as temporary job assignments, sabbaticals, or voluntary service;
 - b. The owner has a bona fide, temporary absence for military service;

- c. The owner is placed in a hospital, nursing home, assisted living facility, or similar facility that provides regular medical care, except retirement living facilities or communities, or dies;
- d. The owner establishes a financial hardship, using clear and convincing evidence, that would prevent the owner from continuing to occupy the Property;
- e. The owner rents the Property to, or otherwise allows occupancy by, their children, stepchildren, parents, grandparents, or grandchildren;
- f. The owner cannot sell the Property within one year for fair market value, which year shall begin upon listing of the Property in the Utah Multiple Listing Service (“MLS”) with fair market value being determined by a disinterested appraiser that is mutually acceptable to the City and to the owner of the unit;
- g. The owner’s employer has relocated the owner;
- h. The Property is occupied by an individual who has voting rights with respect to the entity that owns the Property and has at least 25% ownership of the entity; or
- i. The Property is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (i) a current resident of the Property or (ii) the parent, child, or sibling of a current resident of the Property.

If there is any dispute about the foregoing, the matter shall be referred to the City’s Land Use Hearing Officer. The owner shall have the burden of proceeding and proving that one of the above-claimed exceptions applies.

2. A failure to comply with the owner-occupancy requirement by an owner of a unit of the Property shall constitute a breach of this Declaration/Deed Restriction and shall be enforceable by the City at its option against such owner.
3. In the event of a breach of the covenants set forth in Section 1 above, **the City shall have the right, until the termination date set forth below, to purchase from the applicable owner that is violating Section 1 such owner’s unit as set forth in this paragraph. The City may exercise its option to purchase the applicable unit only if the applicable owner is in violation of Section 1, the City has provided written notice to such owner that it is in violation of such Section, and such owner markets the unit for sale on the MLS. At the time of listing on the MLS, the seller shall send a notice to the City of such listing. Upon listing of the unit on the MLS, the City may exercise its option to purchase the Property by sending a written notice of election to purchase (a “Purchase Election”) within one (1) year of such listing. If the City does not send a Purchase Election within one (1) year, the City shall be deemed to have declined to exercise its option to purchase. If the City exercises its purchase option by timely sending a Purchase Election, the City shall purchase the listed unit for a price equal to the fair market value of the unit as determined by a disinterested appraiser that is mutually acceptable to the City and to the owner of the unit. This transaction shall be closed on a date scheduled by the City,**

not later than 20 business days following the sending of the Purchase Election. The closing will be held in the offices of a title company mutually acceptable to the City and to the owner of the unit. The owner of the unit will execute and deliver all documents required by the title company to convey the title to Property to the City free and clear of all monetary liens. The City's option to purchase a unit shall terminate once the unit has been made subject to an executed purchase and sale agreement, but shall be reinstated if the purchase and sale agreement is terminated without the transfer of the unit, until one (1) year has passed from the initial listing on the MLS. Notwithstanding the foregoing, the City's option to purchase shall not be triggered, and no notice need be given, when the Property Owner first lists a unit for sale to the first third-party purchaser. The City's option to purchase hereunder shall not apply to a foreclosure sale, delivery of a deed in lieu of foreclosure, or other similar enforcement action by a third party lender.

4. The City is hereby designated as a beneficiary of this Declaration/Deed Restriction and shall have the right, but not the obligation, to enforce the provisions herein.
5. In the case of a violation of the owner-occupancy requirement that is finally determined to exist (including any final determination by a court having jurisdiction over the Property), all actual, reasonable out of pocket costs incurred to appropriately enforce these restrictions shall be paid by the then-current owner of the unit which has violated such owner-occupancy requirements.
6. Subject to the provisions of Section 7 below, this Declaration/Deed Restriction shall run with the land and be binding upon, and enforceable against, all heirs, assigns, future owners, and successors in interest to the Property. If the Property or any portions thereof is conveyed to any other person or entity, the instrument that conveys title or any interest in or to said Property, or any portion thereof, shall contain the owner-occupancy limitation pursuant to the terms of this Declaration/Deed Restriction. If at any time these restrictions are determined by a court of competent jurisdiction not to constitute a covenant running with the land, Declarant intends that these restrictions shall form an equitable servitude on the Property, be binding on Property Owner, to the extent Property Owner owns any portion of the Property, and successors in interest, and remain in effect during the term of this Declaration/Deed Restriction.

Notwithstanding the foregoing, the City agrees and shall be obligated to execute and record a release of this Declaration/Deed Restriction at the request of Property Owner or its assigns for up to nine (9) total units within the Property. Such obligation shall be triggered by a request to release made by the Property Owner or its agent or assigns by providing written notice (email is sufficient) to each of the following:

The City planning director
The City attorney
The City recorder

Such requests may be made for individual or multiple properties. After such request is delivered by email transmission, the City shall promptly prepare, execute, and record or deliver to the Property Owner a release of the Declaration/Deed Restriction no later than five (5) business days from delivery of the request. If after five (5) business days, the City has not delivered the release of the Declaration/Deed Restriction, this Declaration/Deed Restriction shall automatically terminate as to the property(ies) identified in the request to release and shall have no further force and effect, and the Property Owner may record a statement to such effect.

7. This Declaration/Deed Restriction shall encumber the Property for a period of five (5) years from the date this Deed Restriction is executed (the "Termination Date"). Upon the Termination Date, this Declaration/Deed Restriction shall automatically terminate without requiring any documentation, notice, or recording materials. The Parties shall promptly cooperate and sign the documents they deem necessary to terminate this Declaration/Deed Restriction.
8. The City and Property Owner do not by this Declaration/Deed Restriction in any way or for any purpose become partners or joint venturers.
9. The following provisions are also an integral part of this Declaration/Deed Restriction:
 - a. This Declaration/Deed Restriction shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
 - b. The provisions of this Declaration/Deed Restriction are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Declaration/Deed Restriction.
 - c. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Declaration/Deed Restriction.
 - d. This Declaration/Deed Restriction may not be modified except by an instrument in writing signed by the parties hereto.
 - e. This Declaration/Deed Restriction shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
 - f. If either party brings any action or proceedings regarding this Declaration/Deed Restriction, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without a suit, at trial, or on appeal.
 - g. Time is the essence of this Declaration/Deed Restriction.

This Notice and Declaration is effective on the date of its recording with the Salt Lake County Recorder.

[signature pages follow]

Gardner Alfandre Holdings, L.C.:

By: _____

Name: James Alfandre

Title: President

Notary Acknowledgement

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2025, before me _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Declaration/Deed Restriction and acknowledge he/she/they executed the same.

Commission Number _____
My Commission Expires _____

Print Name: _____
A Notary Public Commissioned in Utah

MILLCREEK

By: _____
Signature

ATTEST:

Elyse Sullivan, City Recorder

Notary Acknowledgement

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2025, before me _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Declaration/Deed Restriction and acknowledge he/she/they executed the same.

Commission Number _____
My Commission Expires _____

Print Name: _____
A Notary Public Commissioned in Utah

Exhibit A

LEGAL DESCRIPTION

Legal Description

Parcel 1:

Beginning at a point 2 rods North and 539.5 feet West of the Southeast corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 165 feet, more or less, to the North line of lands conveyed to Severn Nielsen by deed from Henry Johnson, dated July 24, 1878, and recorded on said date in Book "M" of Deeds, at Pages 964-6; thence South $87\frac{1}{2}^{\circ}$ West 61 feet, more or less, to the East line of Richmond Street; thence South 165 feet, more or less, along the East line of said Richmond Street to the North line of Gunn Avenue; thence East along the North line of said Gunn Avenue 61 feet, more or less, to the place of beginning.

Tax I.D. 16-29-281-011-0000

Parcel 2:

Commencing at a point 2 rods North and 464.5 feet West from the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence West 75 feet; thence North 10 rods, more or less, to the North line of lands conveyed to Severn Nielsen by Deed from Henry Johnson dated July 24, 1878 and recorded on said date in Book "M" of Deeds at Pages 964-6; thence along said line described in said Deed North 87 degrees 30 minutes East 75 feet to a point due North of beginning; thence South 10 rods, more or less, to the place of beginning.

Together with a right of way over the following:

Commencing at the Southwest corner of the Northwest Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence East 14 rods, more or less, to the center line of County Road; thence North 15 degrees 30 minutes West 33.3 feet to a point due East of the Southeast Corner of lands decreed to Niels C. Nielsen by Decree of Distribution in the Matter of the Estate of Severn Nielsen, deceased, in the Third Judicial District Court of the State of Utah; thence West 76 rods to Salt Lake City Canal; thence South 41 degrees East to the East and West Quarter Section Line; thence East 61.75 rods to the place of beginning.

Tax I.D. 16-29-281-012-0000

Parcel 3:

Commencing at a point 33 feet North and 389.5 feet West of the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence West 75 feet; thence North 10 rods, more or less, to the North line of property conveyed to Severin Nielson by Deed from Henry Johnson, recorded in the Office of the County Recorder of Salt Lake County, Utah in Book "M" of Deeds, Pages 964-6; thence along said line described in said deed, North $87^{\circ}30'$ East 75 feet, more or less, to a point due North of Beginning; thence South 10 rods, more or less to the place of beginning.

Tax I.D. 16-29-281-013-0000



GP-25-003

Executive Summary

Date: December 8, 2025

Applicant: Millcreek

Re: Addition of a Water Preservation Element to the General Plan

Prepared By: Sean Murray

REQUEST AND SYNOPSIS

Due to the adoption timeline for this application, staff are requesting a first reading with the City Council on December 8th, with the second reading taking place on the January 12th meeting.

Staff are currently working on the adoption of a Water Preservation Element to the Millcreek Together General Plan. So far, staff have attended the Mount Olympus Community Council and the Millcreek Community Council, with an upcoming East Mill Creek Community Council meeting on December 4th. The Planning Commission will hear this application on December 17th. The Canyon Rim Citizens Association does not meet in December, but they have been sent a memo and a draft of the plan. Staff will be able to summarize the comments made by the various community councils at the December 8th City Council meeting.

Since sending out the original memo on November 24th, staff have received comments from the Utah Department of Natural Resources on the proposed plan. The state has indicated that the plan aligns with the state requirements for the Water Preservation Element found in Utah code 10-20-404. There are some minor comments, but none that change the general narrative or findings in the plan.

Updates to the plan will occur as soon as comments are received from all community councils and the City Council at the first reading. The updated plan will then be attached to the staff report for the Planning Commission.

SUPPORTING DOCUMENTS

- Staff Memo



GP-25-003

Staff Memo

Date: December 17, 2025

Applicant: Millcreek

Re: Addition of a Water Preservation Element to the General Plan

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

In 2022, the Utah legislature adopted [Senate Bill 110](#) which requires all municipalities and counties in Utah to update their general plans to include a Water Preservation Element that outlines water consumption and preservation. The goal of this bill is to gain a better understanding of how water is used within a municipality and what can be done to reduce consumption over the coming decades.

Millcreek partnered with Bowen Collins & Associates, a water focused civil engineering firm, to help gather data and draft elements of the plan. This partnership was essential in collecting data from the multiple water providers within Millcreek. Since Millcreek does not manage its own water utility, staff had to collect data from the numerous providers and extrapolate their data for the Millcreek service area. With this data, staff could estimate how much water is currently used within Millcreek and how much preservation of water usage will be necessary our populations grows. This data, as well as preservation benchmarks and strategies, are outlined in detail in the attached draft preservation element at the end of this memo.

CURRENT WATER PROFILE

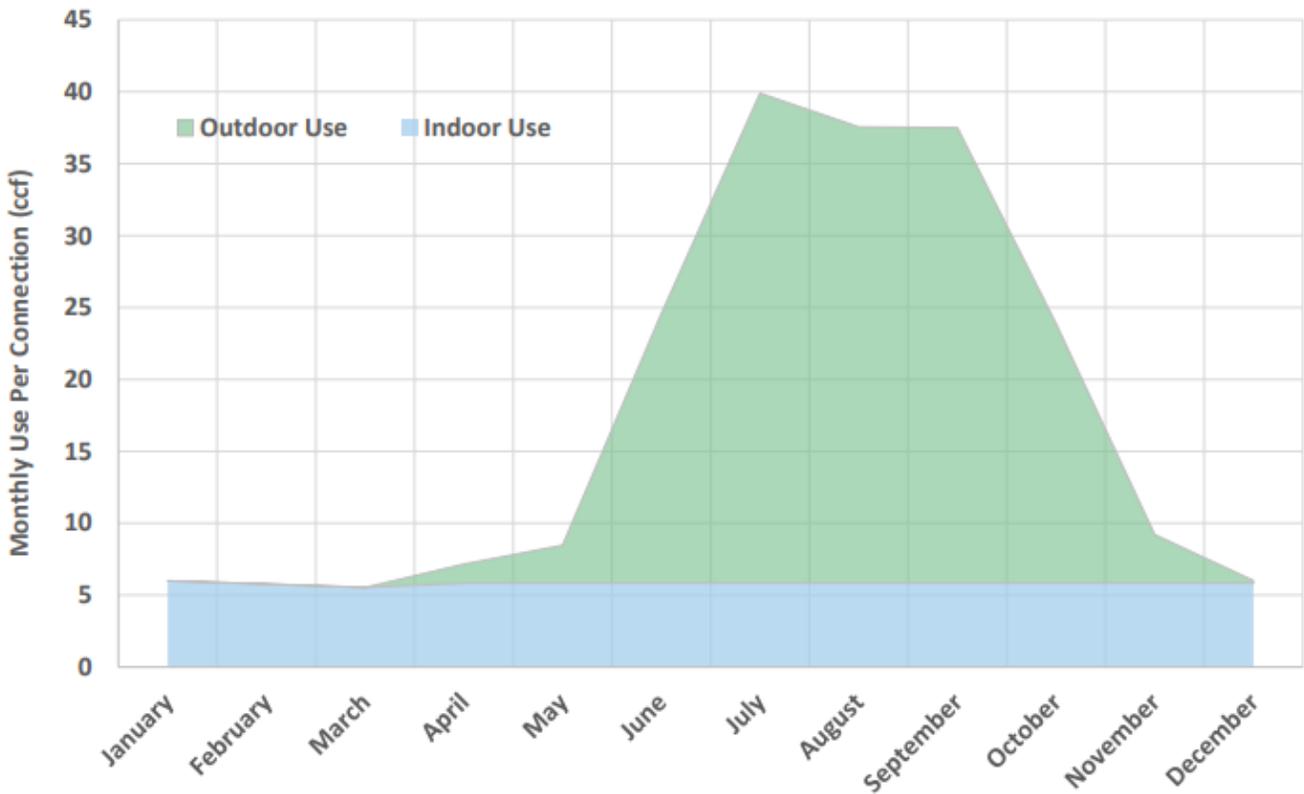
Millcreek is served by five separate culinary water providers, none of which are managed by Millcreek. Due to this, gathering data on usage can be difficult when since there is no one source that can show data for the entire city. Instead, staff and the consultant met with the water providers and collect what data they could pull for their Millcreek service areas. A majority of the culinary water in Millcreek is provided by Salt Lake City Department of Public Utilities (SLCDPU) and Jordan Valley Water Conservancy District (JVWCD).

USAGE

To determine how much water Millcreek currently uses, data was taken from SLCDPU’s water conservation plan and data provided to staff. Currently, the average user in the Millcreek service area is 208 gallons per capita per day (gpcd). Multiplying this average by the current Millcreek population, 64,913, produces a daily average usage of 13,501,904 gallons per day. When discussing large amounts of water like this, the usual metric is acre feet per year (AF). An acre foot is the amount of water to cover one acre of land one foot deep. In this case, 13,501,904 gallons per day, converts to roughly 15,100 AF.

Most of Millcreek’s water is consumed by residential customers. SLCDPU states that roughly 75 percent of the water provided to Millcreek is for residential uses. SLCDPU only serves part of Millcreek; however, many of the development patterns that exist in their service area are consistent within the service areas of other water providers. The water that is consumed by customers can be broken down into indoor and outdoor usage with indoor usage staying relatively consistent throughout the year and outdoor water spiking in the summer months of May through September. The highest user of outdoor water are single residence households. The graph below from the 2020 Salt Lake City Water Conservation Plan shows the split between indoor and outdoor water usage for an average single household residence throughout the year.

**FIGURE 2-6
SEASONAL WATER USE, SINGLE RESIDENCE (2016-2018)**



(Ccf equals one hundred cubic feet or 748 gallons of water.)

FUTURE WATER REQUIRMENTS

The plan establishes consumption goals laid out every ten years with data points starting in 2024 and ending in 2060. Staff used current and projected population growth rates established in the 2024 Millcreek Housing Report to determine water consumption rates with and without conservation efforts.

Population growth rates were set at the following rates:

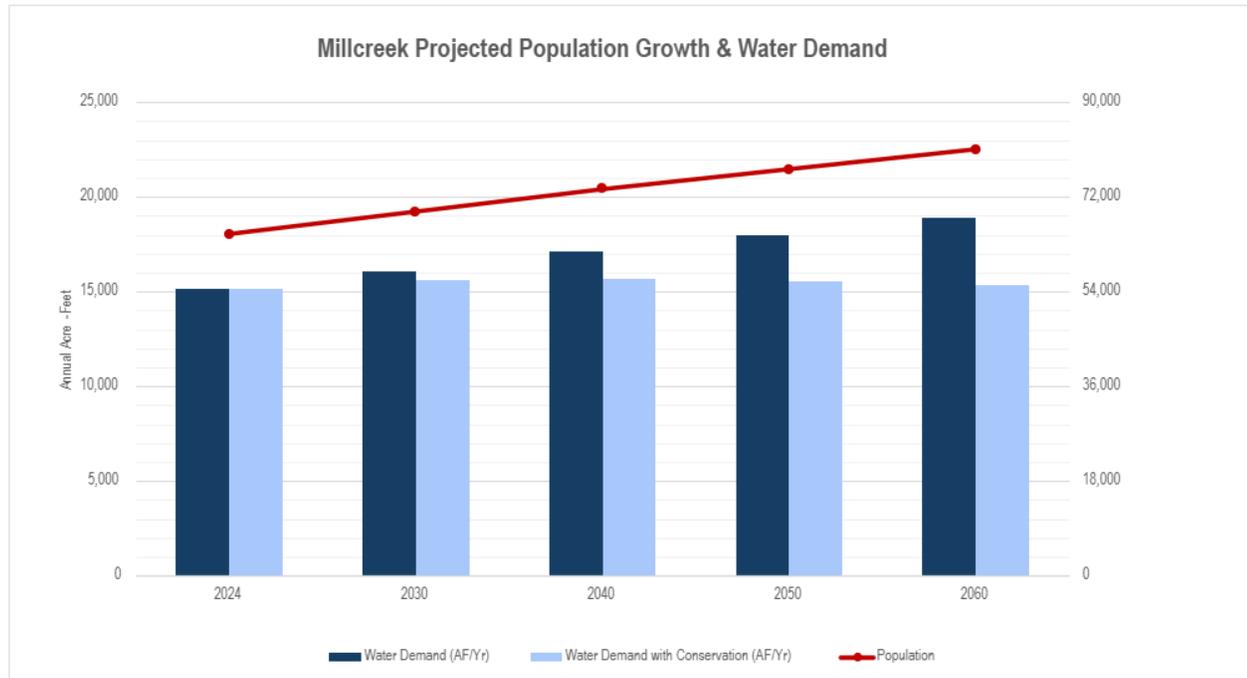
Year	Population	Projected Growth Rate
2024	64,913	6.7%
2030	69,093	6.4%
2040	73,480	6.4%
2050	77,169	5.0%
2060	81,028	5.0%

Based on these projected growth rates, water consumption, if maintained at the current rate, would be as follows:

- 16,097 AF/year in 2030,
- 17,119 AF/year in 2040,
- 17,979 AF/year in 2050, and
- 18,878 AF/year in 2060.

The water providers discussed with staff the need to be water conscious now to ensure ample water supplies in the future. Large water providers, such as SLCDPU and JVWCD, are required to adopt and follow water conservation plans that outline future water consumption and conservation efforts taken by the water providers. These conservation plans outline specific goals and benchmarks the providers plan to meet in order to continue to provide water service decades into the future. These plans help outline the need for preservation on the consumers end as well as the providers need for better conservation. Using the metrics found in these plans, staff and the consultant estimated the amount of water preservation needed to meet the water providers conservation goals outlined in their plan.

Below is a graph showing water consumption without conservation, with conservation, and estimated population growth.



To meet the goals outlined in these plans, per capita water usage needs to decrease on average from the current 208 gpcd to 169 gpcd by 2060. While this may seem like a difficult metric to meet, it’s worth noting that per capita water usage has been trending downwards for a number of years already, largely thanks to existing conservation goals, emerging water saving technology, and a better public understanding of the importance of water conservation in an arid climate. In the *2020 Salt Lake City Water Conservation Plan*, water usage in the SLCDPU service area dropped from roughly 280 gpcd in 2000, to 240 gpcd in 2007, to 208 gpcd in 2018. These numbers are based on SLCDPU system wide usage, so they do not necessarily reflect the usage in the Millcreek service area.

If conservation of water is done diligently and in line with the adopted conservation plans of our water providers, then Millcreek will have reliable water into the future.

CONSERVATION

To meet the goals outlined in the plan, conservation is paramount. Meeting these conservation goals is multi-pronged and must be done by multiple stakeholders, such as residents, governments, and businesses. Since Millcreek does not operate the water systems, only some efforts can be made by the city while others would have to be made by the providers themselves.

EDUCATION

Education about the importance of water preservation and how to do it is imperative if the goals laid out in this plan are to be met. Millcreek has already been educating residents on water preservation and opportunities to save water. Printed and e-newsletters have outlined water saving strategies and rebate programs available to residents. Ongoing education programs through the newsletters are useful to keep residents up to date on the newest and best practices when it comes to water saving and conservation.

Seminars about water saving and waterwise plants can also be hosted at Millcreek City Hall in the coming years. The Jordan Valley Water Conservation Garden frequently puts on courses open to the public that discuss waterwise landscaping, rebate programs, and other water conservation methods.

LANDSCAPING

One of the largest users of water is outdoor consumption for landscaping. This is especially pronounced in low density, single household neighborhoods, which constitutes the largest use of land acreage in Millcreek. Reducing outdoor water consumption is one of the best ways to reduce overall water consumption in the Millcreek service area.

Millcreek's new landscaping code already has provisions that limit the amount of turfgrass and water intensive plantings that can be allowed on a property. These rules affect new developments, but are also applied when properties undergo major alterations. Allowances for turfgrass and other intensive plantings depend on the zoning of the property with manufacturing, commercial, and public properties are largely prohibited from installing turfgrass unless under certain circumstances (parks, recreation areas, etc.). Single households are still allowed to install new turfgrass, however it must meet the LocalScapes provisions found in the landscaping code.

Water efficiency standards are also found in the code that outline the types of sprinklers that can be used and their flow rates. New developments must adhere to these standards while existing developments only need to come into compliance if there are major alterations to the property.

Low Impact Development (LID) is required for most new construction as well. LID consists of rain gardens, bioswales, and grassed swales to help reduce water waste and overload on the storm drain systems. LID improvements allow for water to permeate into the soil and back into the aquifer at a faster rate than traditional water runoff infrastructure.

LAND USE

Land use plays a key role in water use and infrastructure improvements. **As residential density increases, water use tends to decrease per capita.** This is largely due to the decreased amount of landscaping that accompanies higher density developments. System loss from leaks and breaks also decrease with density as less infrastructure distance is needed to serve a higher population of residents.

Millcreek has two areas that accommodate high density housing, the Millcreek City Center and the Meadowbrook area on the west side. Additional moderate density housing is supported along certain corridors in Millcreek. These areas allow for higher density residential developments than other areas in the city and have rigorous landscaping standards that focus on water preservation. Each of these areas lie within separate water providers service areas. Each provider indicated to staff that they understood the increased density in these locations and what that would mean for system improvements such as upsizing water lines, new pressure demands on the systems, and the need for installation of new smart water meters.

ONGOING COMMUNICATION

Constant and clear communication with water providers is key to ensuring that water demand and supply remain in balance. Since many of the assumptions and data points in this plan are subject to change over time, communicating those changes is important to ensure Millcreek and the providers are meeting their conservation goals. Currently, Millcreek and SLCDPU meet monthly to discuss new projects, system updates, and share data. Regular meetings like this should be done with all water providers to maintain relationships and up to date information.

PLANNING STAFF RECOMMENDATIONS

Planning staff recommends reviewing the attached Water Preservation Element and asking staff questions about the findings and recommendations located within the plan. During upcoming meetings, staff will be present to discuss the plan, what it means for residents, and why it is important to the overall health of Millcreek. Staff recommend forwarding a positive recommendation to the Planning Commission and City Council upon reviewing the plan and understanding the metrics outlined within it.

SUPPORTING DOCUMENTS

- **Draft Water Preservation Element**

SUBCHAPTER 3.8: WATER USE & PRESERVATION ELEMENT

Utah is home to the incredible Great Salt Lake as well as many freshwater lakes, rivers, and creeks, however, fast population growth and the arid Utah climate create a water scarcity issue that poses a serious threat to Utah's environment and economy. Preserving and protecting water helps ensure long-term sustainability, helps support local ecosystems, and secures reliable water for generations to come.

3.8.1 THE IMPORTANCE OF WATER PRESERVATION IN MILLCREEK

In 2022, the Utah State Legislature adopted S.B. 110 was adopted, which requires that all municipalities, including Millcreek, include a water preservation element in its general plan. This plan intends to formally integrate water use and preservation planning into Millcreek's long-term development and maintenance strategies. Millcreek and its residents have shown year after year they care about preserving water and treating it as a precious resource, and this plan aims to continue those efforts into the near future and beyond.

Required components of the plan include:

- Effect of permitted development on water demand and infrastructure
- Methods for reducing water demand and per capita consumption for future development
- Methods for reducing water demand and per capita consumption for existing development
- Opportunities to modify operations to eliminate or reduce conditions that waste water





3.8.2 TRENDS

Millcreek's Current Water Profile

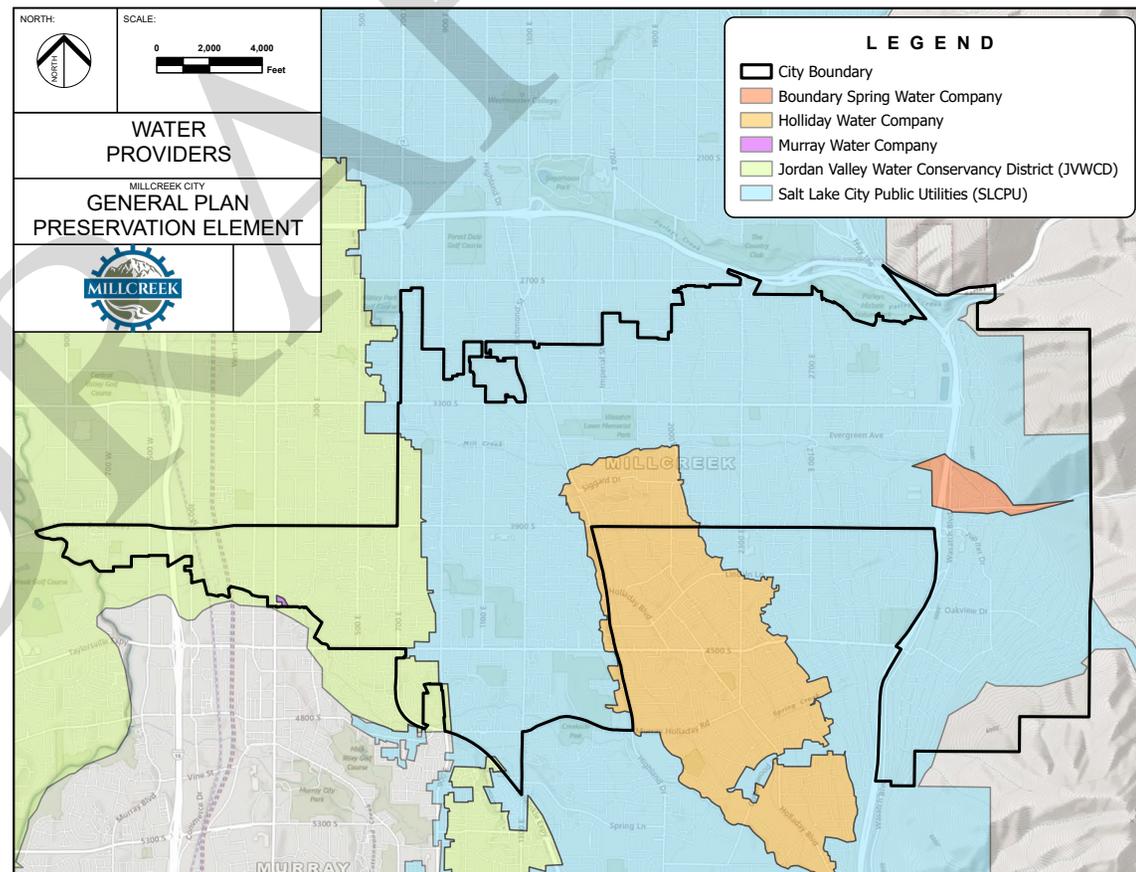
Where does Millcreek get its water? Millcreek does not operate its own water system. Instead, multiple water providers and businesses work together to provide water to residents throughout the city. These water providers manage the infrastructure, deliver water, and charge residents. These providers have an essential role in setting long-term water conservation goals so that Millcreek will have reliable water for years to come. The water providers are shown in the map to the right and are listed below:

- **Salt Lake City Public Utilities (SLCDPU).** The largest portion of Millcreek residences and businesses receives their water from Salt Lake City Public Utilities. This water provider serves not only Millcreek but also serves Salt Lake City and other municipalities in the area. For more information on SLCDPU, see their conservation plan at the following link: <https://www.sl.gov/utilities/>
- **Jordan Valley Water Conservancy District (JVWCD).** The second largest portion of Millcreek residences and businesses receives their water from the Jordan Valley Water Conservancy District. This district serves both wholesale and retail water to a number of communities throughout the Salt Lake Valley. For more information on JVWCD, see their conservation plan at the following link: <https://jvwcd.gov/public/conservationprograms>

- **Holliday Water Company.** A small, but not insignificant, portion of Millcreek is served by Holliday Water Company. This company mainly serves Holladay City but serves some Millcreek residents as well. Holliday Water Company gets some of its water through SLCDPU, and some of its water from its own sources. For more information on the

Holliday Water Company, see their water protection plan at the following link: <https://hollidaywatercompany.com/water-protection-plan>

- **Boundary Spring Water Company.** As a small-scale water provider, Boundary Spring Water Company serves about 150 homes in



Millcreek.

- **Murray City Water.** Murray City primarily serves water to its own residents to the southwest of Millcreek. A handful of properties within Millcreek are also served by Murray City Water.

How is water currently used in Millcreek?

In 2024, the population in Millcreek was approximately 64,913. Within the SLCDPU service area, the residential population makes up over 75% of annual water use. Other areas in the city may see higher water use from industrial or commercial users, but overall, the majority of water use in Millcreek is from residential customers.

How much water does Millcreek currently use? Residents in Millcreek use water at home, at work, and recreationally. Gallons per capita per day (GPCD) is the standard way to measure water use for an area based on population and is a common practice among water professionals. Current water demand trends from the SLCDPU conservation plan show that water sales in the Millcreek service area are approximately 208 GPCD. This means that in 2024, water sales within Millcreek were approximately 15,100 acre-feet.

Besides drinking it, how is water consumed? Water usage can be split into indoor and outdoor use. Indoor water consumption stays consistent throughout most of the year, while outdoor water usage increases dramatically in the summer months of May through September. Specific land uses such as residential, industrial, and commercial all have different consumption patterns when looking at indoor and outdoor

usage.

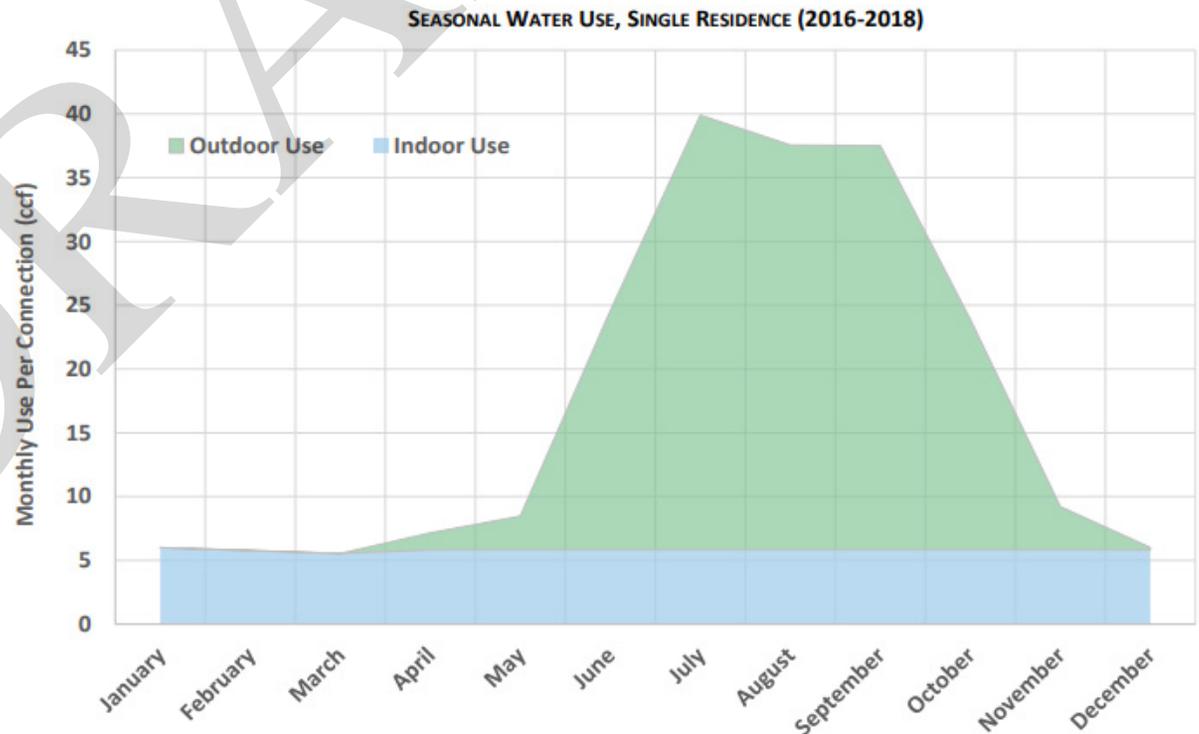
The figure below shows the use of water split between outdoor usage (green) and indoor usage (blue) for an average single family residence in the SLCDPU service area. This figure is taken from the 2020 Salt Lake City Water Conservation Plan.

Low density single household residences have the highest amount of outdoor water consumption of all land use types. The figure below shows the average household water usage for a single residence. This data is taken from the 2020 Salt Lake City Water Conservation Plan and gives a

general idea of water consumption practices in the SLCDPU service area.

Uses such as industrial and commercial frequently have higher indoor consumption and significantly lower outdoor consumption due to a frequent lack of significant outdoor landscaping associated with these uses.

Based on data provided by SLCDPU, water consumption within the Millcreek service area between 2020 and 2024 averaged 78% residential use, 12% commercial use, and 10% industrial use.





Where does Millcreek’s water come from? As previously discussed, Millcreek relies on multiple water providers for its water. Our water comes from rivers, creeks, wells, and springs, all over the Salt Lake Valley. To find additional details on water sources and infrastructure that serve residents, the first step is to identify the correct water provider by looking at the “Water Providers” figure within this report or by typing an address into the State of Utah’s water system search: <https://deq.utah.gov/drinking-water/water-system-search-form>. After identifying the applicable water provider, the second step is to read the water provider’s “Water Conservation Plan” to get the desired details.

Future Water Requirements in Millcreek

What does Millcreek’s future water use look like? Do we have enough water for our community?

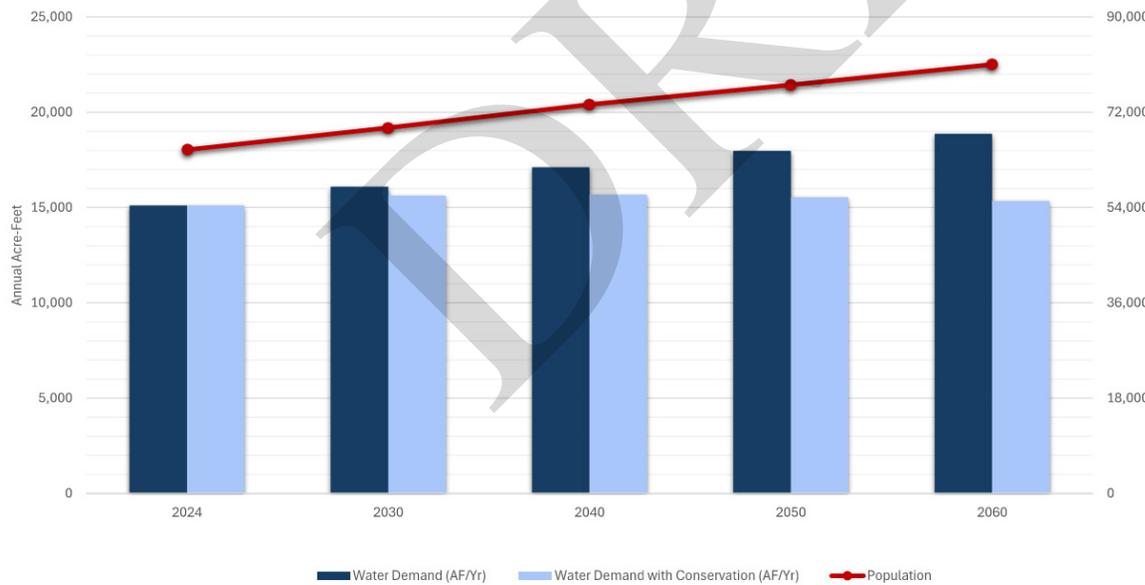
What is Millcreek’s water demand without conservation? The population of Millcreek is projected to increase relatively steadily, and will be about 77,200 people by 2050. Most of this growth is expected to occur through increasing residential density. Because Millcreek is essentially built out, our projected growth is significantly smaller than other communities in Utah. If water use patterns and per-capita water use remains the same as it is right now, the total annual water sales will increase to about 19,000 acre-feet by 2060.

What is Millcreek’s projected water demand with conservation? To meet the requirements of Millcreek’s water providers, conservation is required. To meet the goals within SLCDPU’s conservation plan, Millcreek needs to drop its usage by 2.9%, 8.4%, and 18.7% by 2030, 2040, and 2060 respectively. This equates to a reduction from 208 GPCD to 202 GPCD by 2030 and 169 GPCD by 2060 in order to meet the plan’s requirements for conservation. Based on these per-capita water use values, the total annual demand needs to be no more than 15,300 acre-feet by 2060. The figure to the left shows Millcreek’s projected population and water use.

Do we have enough water for our future? As discussed above, Millcreek does not manage its own water supply but rather supports its water suppliers in meeting their goals and requirements. Subsequently, it is not possible to define an exact supply for Millcreek as growth and conservation in other parts of the water suppliers’ service areas will affect overall water availability. To mitigate this uncertainty, Millcreek staff is in constant communication with the two major water suppliers – Salt Lake City Public Utilities and Jordan Valley Water Conservancy District. **Both SLCDPU and JWCD have stated that, as long as Millcreek meets the water conservation goals set and discussed within this planning document, and future growth does not exceed the projections contained here, there will be reliable water for Millcreek into the future.**

The figure illustrates, that while the population steadily increases over time, Millcreek’s total annual water use is projected to increase by only 200 acre-feet between 2024 and 2060 as a

Millcreek Projected Population Growth & Water Demand



SOURCE: BOWEN COLLINS & ASSOCIATES

result of conservation efforts. In order to meet the requirements of the water providers and secure water for the future, these conservation efforts must be successful in reducing water demands. As detailed below, Millcreek has already been making progress.

3.8.3 VISION & PRINCIPLES

Since incorporation, Millcreek has worked with residents and new developments to design water efficient landscaping and watering standards. Because Millcreek is not a water provider, it can be difficult to manage water usage. However, through incentives and landscape reviews, existing homeowners and new developments have been much more focused on landscaping and water practices that reduce overall consumption of water.

How is Millcreek Managing Outdoor Water Usage?

Outdoor water consumption is one of the drivers of demand in Millcreek. Reducing outdoor water usage through better landscape standards, smarter infrastructure, and more rigorous efficiency standards is a key way to reduce Millcreek’s overall water consumption now and into the future.

Waterwise landscaping for current and new development

In 2023, Millcreek updated its landscaping standards to align with modern waterwise standards set out by the Central Utah Water

Conservancy District. These standards apply for new development and allow existing developments to be altered in ways that maximize water preservation.

Since adopting these standards, Millcreek has seen businesses and private residences remove high water landscaping and replace it with waterwise plantings that mimic the natural environment in terms of water use, plant selection, and biodiversity. Prior to the ordinance’s adoption, Millcreek’s landscape standards did not permit modern waterwise standards, so residents could not participate in rebate programs for replacing their water intensive landscaping.

The updated standards follow the best practices to reduce water usage and waste while allowing homeowners and businesses to still have landscaping that fits their needs. All new development must meet these standards and redevelopment over certain sizes must also comply with these standards.

Hydrozones

Millcreek’s landscape standards also include planting standards for plants with similar water needs. This section is broken up into different “hydrozones” based on the frequency of watering. The hydrozone standard ensures that low water plants are used correctly and grouped to prevent over or under watering of plants on a site. As the needed frequency of watering increases, there is a limit outlined that no more than 10 percent of plant material may fall into the highest water use hydrozone.

Water Efficiency

Millcreek’s landscaping code requires water efficient irrigation systems for new landscape projects. These standards outline how and when to use drip emitters versus overhead sprinklers and operational procedures for each. There are also standards for automatic controllers, valves, pressure regulation, and use on slopes above 30 percent. New watering systems must achieve a minimum efficiency of 75 percent for fixed spray systems and 70 percent distribution efficiency for rotor systems.

Turfgrass

Turfgrass that is allowed to be installed has been significantly reduced for new developments within the city. Commercial, manufacturing, institutional, and public properties are prohibited from installing turfgrass. Mixed use and mixed household developments are prohibited from installing turfgrass for ornamental or aesthetic uses, but are allowed to install turfgrass for recreation facilities and sports fields. Single and two household homes are currently permitted to install turfgrass so long as it meets the LocalScape design standards found in the landscape standards.

HYDROZONE	IRRIGATION FREQUENCY	NOTES
Zone 0	Little or no water needed	Plant material in Zone 0 and 1 with water use requirement, as noted in the Millcreek Plant Species List, shall be used at the interface between urban areas and natural (non-irrigated) open space
Zone 1	Plants require supplemental irrigation once per month	
Zone 2	Plants require supplemental irrigation twice per month	No more than ten percent (10%) of plant material may fall under zone 3 and/or 4 watering frequency
Zone 3	Plants require supplemental irrigation once per week	
Zone 4	Most intensive water-use zone, plants require supplemental irrigation twice per week	



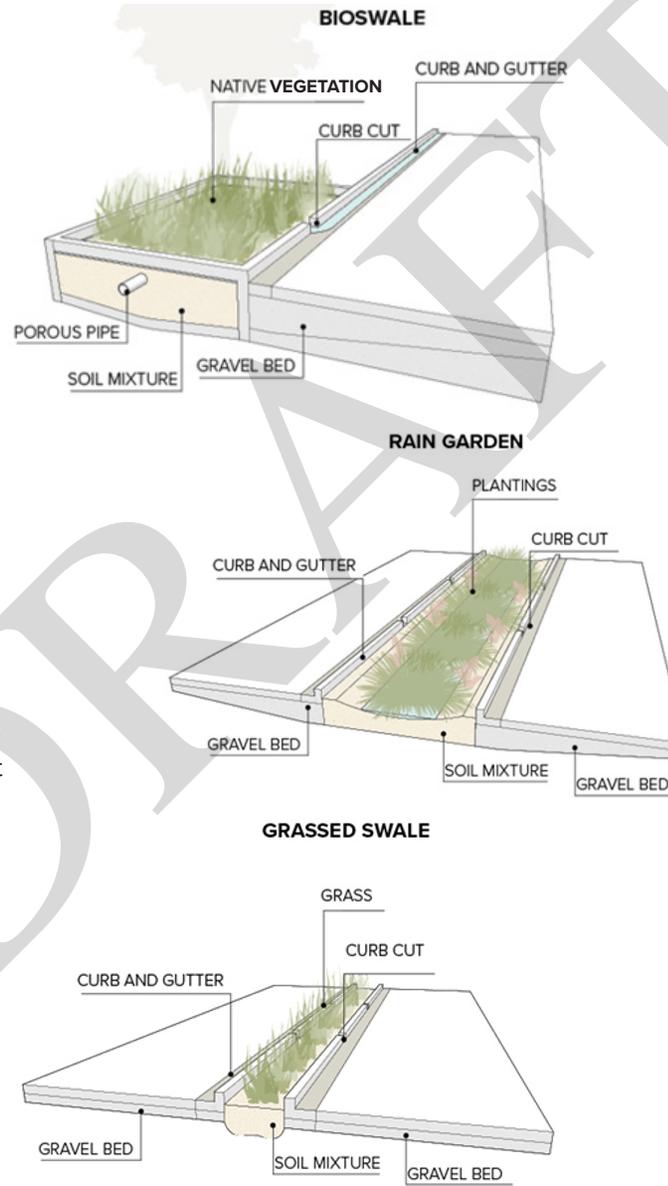
Low Impact Development (LID):

Low Impact Development is required for new developments in Millcreek, especially when bordering parking lots or areas with impervious surfaces. LID consists of incorporating rain gardens, swales, and bioswales to reduce water waste. These types of infrastructure allow for water to permeate the soil and return to the aquifer. Examples of these can be seen to the right.

Bioswales. Bioswales are vegetated swales planted with various plant species that can tolerate occasional water inundation and serve to transport, store, and allow water infiltration.

Rain Gardens. Rain gardens are small, shallow, depressions planted with a variety of native or ornamental plants that can treat small amounts of runoff to improve water quality.

Grassed Swales. Grassed swales are designed to convey water over the ground's surface to a point of disposal and serve to slow water flow, allowing some particulates to drop out before the water reaches the disposal point.



How is Millcreek Currently Working to Preserve Water?

Millcreek currently uses multiple strategies to ensure water is preserved for current and future generations. Landscaping standards, land use, and water savings programs are some of the ways Millcreek works to ensure water is used efficiently and that residents can use incentives to better preserve their own water.

Land Use

Land use is one of the biggest tools when it comes to preserving the future of water in Millcreek. According to the *Utah Growing Water Smart* guidebook published by Western Resource Advocates the density of development can play a large role in per capita water consumption. Higher density developments (3-8 units per acre) tend to use less water per capita due to less outdoor landscaping and less water leakage from water delivery systems.

Most of Millcreek's existing land use is low density residential development built throughout the 20th century. This pattern can be found all across the city, but tends to be more common on the east side. Inserting high density uses into these established neighborhoods is not something that would be easy or is sought after by residents, city council, or staff. Instead, areas that can readily fit increased density are ideal for new clustered, higher density development.

There are two areas in Millcreek where a majority

of new higher density development is slated, in the Millcreek City Center, and on Millcreek’s west side, frequently referred to as the Meadowbrook area.

The Millcreek City Center, located near the intersections of 1300 E and 3300 S, and Highland Drive and 3300 S, consists of a mix of higher density residential buildings, civic services, and commercial businesses. The Millcreek City Master Plan can be found at this link: <https://www.millcreekut.gov/DocumentCenter/View/874/Millcreek-City-Center-Master-Plan---Adopted-June-10-2019-PDF>

The Meadowbrook area, which is located on Millcreek’s west side, has seen significant new development in the last ten years. A majority of the new development has been high density residential. Newly adopted station area plans that cover this area call for increased density and new infrastructure to help spur more development in the area. The Meadowbrook area is described in more detail through out this document, specifically on page 52.

Utah Water Savers

Millcreek’s code allows for residents to participate in rebate programs laid out and operated by the Utah Water Savers program. Waterwise landscape standards and the inclusion of LocalScapes language in code allows for residents to alter their private property, residential or commercial, in line with the requirements outlined by the Utah Water Savers Program.

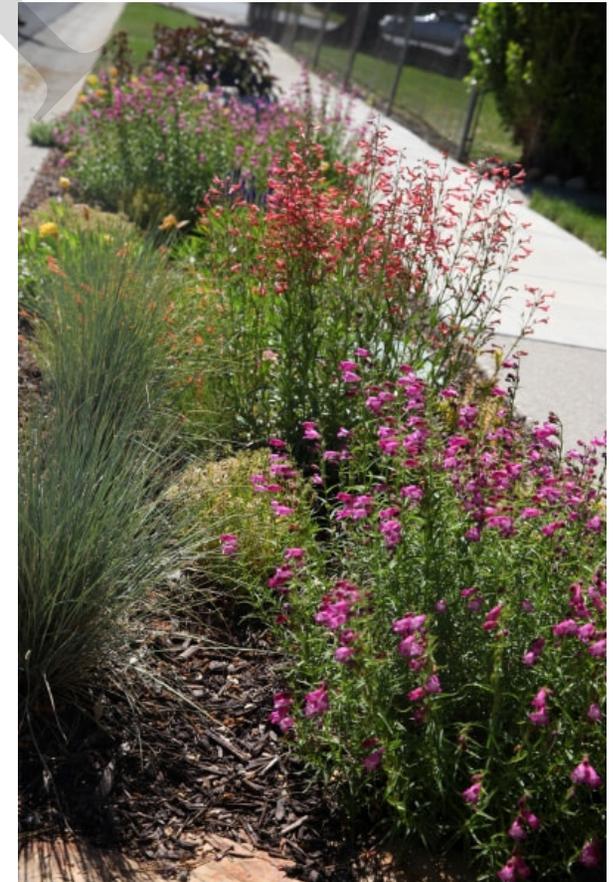
Rain Barrel Sales

Every year, Millcreek and surrounding communities have participated in Utah River Councils RainHarvest program that helps residents obtain rain barrels at reduced prices. Rain barrels are a great way for residents to practice water preservation on their own property without the need for costly property improvements. Rain harvesting was legalized in Utah in 2010 and residents are allowed to harvest 2,500 gallons of rain water per year. This program allows for residents to purchase rain barrels for \$85 instead of the market rate of \$155 per barrel.

Current Landscaping & Water Use Ordinances

Millcreek’s landscape standards were created with waterwise concepts included throughout. In 2023, Millcreek adopted new landscape standards in its zoning code that apply to new development and redevelopment within the city. This chapter of landscape standards was created with help from the Central Utah Water Conservancy District to ensure that the standards balance water savings and plant viability.

Rebates and programs that incentivize waterwise landscaping have helped residents and businesses switch to better landscapes that reduce outdoor water consumption. These rebates and programs help with costs associated with replacing landscaping and explain how and why these waterwise landscapes work. An example of a waterwise park strip can be seen to the right.



SOURCE: JORDAN VALLEY WATER CONSERVATION DISTRICT



Newsletters & Outreach:

For years, Millcreek has been diligent in getting the word out about water preservation to residents in the city. Through social media, e-newsletters, and print newsletters, Millcreek has been regularly informing property owner and residents on how to reduce their water consumption. Articles discuss the rain barrel program discussed above, waterwise tips and ideas, and classes about reducing water waste in the park strip.

Why Harvest Rain With A Rain Barrel?

Why should I use a rain barrel?
Stormwater is water that does not infiltrate into the ground; it flows across the ground and impervious surfaces into streams, rivers, lakes, etc. Homeowners can implement Best Management Practices to reduce the amount of stormwater runoff.

Installing rain barrels under downspouts is a low cost BMP that can help reduce runoff. The amount of water purchased from

MILLCREEK

BE IN THE KNOW
POLICIES | ORDINANCES | PROCEDURES

Want to Make Your Lawn Water-Wise?

How to apply for

REBATES FOR HOMEOWNERS
Homeowners may be eligible for rebates of \$2 to \$3 per square foot of lawn. Simply call 313-3333 and a landscape plan

REBATES FOR HOMEOWNERS ASSOCIATIONS AND COMMERCIAL USERS
Homeowners Associations and Commercial users can receive a similar rebate through the Landscape Leadership Grant, which is funded through one of two sources: If you are a member of the Central Utah Water Conservancy District, you can apply for a rebate through the City of Millcreek.

Waterwise Tips

THIS WAS AN EXCEPTIONALLY DRY WINTER WITH THE AMOUNT OF WATER IN SNOW ACCUMULATION WELL BELOW AVERAGE. EXPERTS SAY THAT WE ARE IN THE THROES OF A HISTORIC DROUGHT. HERE ARE SOME THINGS YOU CAN DO:

The Utah Division of Water Resources produces a weekly report of how often residents should water their lawns. You can follow this reliable Weekly Lawn Watering Guide designed exclusively for Salt Lake County to help you determine when and how much to water on the Division of Water Resources website at conservewater.utah.gov/weekly-lawn-watering-guide/.

The normal rule of thumb is that one irrigation is equivalent to 20 minutes with pop-up spray heads and 40 minutes with impact rotor sprinklers. The state watering experts estimate that Utah could save more than 20 billion gallons of water in the summer if everyone cut back their water usage by 10% and watered according to the Weekly Lawn Watering Guide.

There are some easy ways to conserve. Tune up and adjust your sprinklers to be sure you are not watering the street, install a smart irrigation controller and bring out the hose to hand water dry spots.

Now that it's extra hot outside, we need be aware of the extreme need for water conservation. That's just the way it is living in the second driest state in the Union during a drought.

So please, do your part, Slow the Flow and be Waterwise!

FOLLOW THE LAWN WATERING GUIDE FOR YOUR AREA

TREES WILL NEED EXTRA WATERING THIS YEAR TO SURVIVE

SPOT AND SLOW DRIP WATERING HELP CONSERVE SCARCE RESOURCES

WATERWISE PARK STRIP LANDSCAPING CLASS

Looking to switch out the lawn in your park strip for something more water-efficient? Led by Central Utah Water Conservancy District, this class will give you the guidance you need to get started. Together, we will learn about the types of plants and maintenance techniques best suited to park strips, as well as the park strip conversion rebate incentive known as "Flip Your Strip." Become eligible for a greater rebate just by attending this class!

DATE: MARCH 8, 2022
TIME: 7:00 P.M.
HOSTED VIRTUALLY

Please register in advance at:
www.cottomwoodheights.utah.gov/sustainability

Water Provider Outreach

Since Millcreek has multiple water providers, coordination and cooperation with them is key to ensuring long term water availability for residents. A large majority of the culinary water in Millcreek is provided by SLCDPU, and JWCD. As part of the creation of this plan, Millcreek staff met with officials representing both providers and discussed future projects, current system demands, and their respective conservation plans.

Millcreek also sent out questionnaires to all culinary and secondary water providers asking what challenges they each face and what Millcreek can do to help their respective conservation goals. In total, Millcreek sent out 11 questionnaires to the culinary water providers and canal companies that serve Millcreek. Of these questionnaires, Millcreek staff only received four back, two from canal companies and two from culinary providers.

The canal companies that responded cited aging infrastructure and new development as their largest concerns going forward. Many of these canal companies have older infrastructure that can leak and create issues getting water to share holders. Upgrading this infrastructure to maintain water deliveries to their existing water share holders was the main goal stated by the two companies that responded.

Holliday Water and JWCD responded to the questionnaire as well. In JWCD's response, they outlined their contingency plans, efficiency standards, and their overall confidence that they will be able to continue to serve a growing population in the valley so long as efficiency standards are upheld. Currently, they serve

780,000 residents with the ability to add an additional 420,000 by 2065. Staff also met JWCD officials at City Hall to discuss further preservation measures that JWCD are pursuing and how they interface with Millcreek policies and ordinances.

Holliday Water is a much smaller water provider that does not have the same capacity and distribution network of utility providers such as JWCD and SLCDPU. The area they serve is largely built out and new development that takes place will be more dense than most of the existing development in the area. The increase in density will strain their existing infrastructure as it has been laid out and built for low density land use.

SLCDPU did not respond with a filled out questionnaire, but rather met with staff to discuss their system, issues Millcreek faces, and other considerations to take into account when planning for better water preservation. Ongoing meetings between SLCDPU and Millcreek Planning & Public Works Departments occur monthly. These meetings allow SLCDPU and Millcreek to discuss changes to infrastructure, system upgrades, and preservation measures.

Creating a Water Education Program

There are many ways for existing and future water users in Millcreek to save water. The *Utah Regional Municipal and Industrial Water Conservation Goals Report* recommends a variety of water conservation practices that both residents and city governments can use. Millcreek also has a water conservation guide accessible to the public on the website that provides direction on good water use practices.

The guide can be found at the following link: <https://www.millcreekut.gov/DocumentCenter/View/2331/Water-Conservation-Guide>

Millcreek educates its residents on many of these practices already, however, there is still room for growth. Millcreek plans to formalize its education program by incorporating the following measures into the City's schedule:

- **Highlight Water Providers in City Newsletters.** Millcreek sends a printed monthly newsletter and a weekly e-newsletter to residents and subscribers. Articles that highlight water providers will be featured twice per year.
- **Hold an Annual Waterwise Seminar.** Millcreek has had immense success with attendance at Millcreek Common and City Hall, in part due to its engaged and active population. Millcreek has created a goal to schedule an annual waterwise seminar at the City Hall with open admission to all residents. Jordan Valley Water Conservancy District Conservation Garden would be an ideal fit to lead the seminar. This will allow residents to learn about the guiding principles discussed above and how they can implement waterwise practices within their communities and at their homes.
- **Have Continued Engagement at Community Events.** When practical, Millcreek staff will continue to set up educational booths at community events. Staff at the booths will be prepared with resources and information for residents that pass by. Staff can also use these booths to gather feedback from residents on how



well water preservation is being handled at throughout the city.

Participating in Regional Collaboration:

Millcreek is already actively participating in regional collaboration with its water providers and canal companies. The landscape code is a major part of this collaboration. Millcreek intends to have its primary water providers, JWCD & SLCDPU, and the State's Division of Water Resources, review its code periodically and recommend changes as needed.

Another major part of regional collaboration is the endorsement of water rates. Water rates can play a key role in conservation. For example, a tiered water rate charges more per gallon of water the more water is used. This encourages lower water use per customer because the less water is used, the less expensive it is per gallon. Both of Millcreek's primary water providers, JWCD and SLCDPU, have recently implemented conservation minded rate structures. By endorsing these rates and educating its residents on the importance of conservation minded rates, Millcreek can help explain the need for increasing costs.

Improving Government Facilities:

As Millcreek grows, government facilities will need to be constructed, retrofitted, and upgraded to respond to the changing needs of residents and the changing environment. Government buildings and facilities need to be water efficient and employees need to understand the importance of water preservation now and into the future.

Currently, the parks in Millcreek are largely managed by Salt Lake County Parks and

Recreation. This means that Millcreek does not always have the opportunity to make these changes, however, as new parks are created, Millcreek can ensure they are built to waterwise standards. Although the County manages many of Millcreek's parks, water efficiency upgrades have already been done by the County on some parks within the county park system.

New city buildings will incorporate waterwise landscaping and use smart meters to help monitor water consumption. Having separate meters for indoor and outdoor consumption may help Millcreek track where and how water is being used for government facilities.

Best indoor water use practices should also be common place in government facilities. To achieve this, there will need to be regular training during city all staff meetings about water usage. The same all staff meetings can discuss waterwise practices for employees personal property as well.

How can Millcreek Residents Preserve Water?

Water preservation takes many forms such as reducing overall water usage, changing habits, and planning smarter outdoor areas. While some actions will have more impact than others, all practices focused on water preservation help reduce demand on our water systems.

Reducing outdoor water consumption is the easiest way for Millcreek residents to reduce their water consumption footprint. Other strategies work as well, however, outdoor water consumption is by far the largest user of water that most residents can change.

Indoor & Outdoor Water Use Guidelines

Indoor water saving strategies:

- Fix and stop leaks from pipes, sinks, and toilets.
- Only run full laundry loads.
- Only run the dishwasher when full.
- Reduce shower times.
- Turn off water connections when out of town and during winter.
- Do not let the water run when brushing teeth, cleaning dishes, or shaving.
- Install low water usage fixtures (toilets, sinks, appliances, etc.).

Outdoor water saving strategies:

- Remove high water consumption plants and plantings (grass, non-native species, etc.).
- Install drip emitters and low flow watering devices.
- Water outdoor plants at ideal times to reduce evaporation.
- Use mulch where possible to retain soil moisture.
- Install smart water meters.
- Install smart controllers for sprinklers.
- Cover pools and hot tubs to reduce evaporation.

3.8.4 GOALS & STRATEGIES

The Millcreek Together General Plan already outlines multiple goals that pertain to sustainability and preservation. These goals have helped shaped policy, code, and perspectives about water and land usage in Millcreek. Listed below are just a handful of the goals outlined in the existing plan that pertain to water usage and preservation:

- **SUSTAINABILITY. GOAL E-7:** Promote environmentally sustainable efforts and initiatives in the public and private sector.
- **ENVIRONMENTAL SUSTAINABILITY. GOAL HE-5:** Promote sustainable practices in the preservation, development, and maintenance of Millcreek’s natural and built environments.
- **AIR AND WATER. GOAL HE-6:** Implement standards, policies, and practices that encourage and support enhanced air and water quality.

These goals, along with others, have helped Millcreek make smart choices when it comes to water preservation before the state legislature required such measures. New goals are also needed to ensure Millcreek can meet its preservation goals outlined in this planning document.

REFINE. GOAL W-1: Continue to refine and enhance Millcreek’s vision for protecting water resources.

- Strategy 1.1: Develop a portfolio of recommended waterwise standards for new and redevelopment based on State water use recommendations, Water Utility Conservation Plans, and City specific needs.
- Strategy 1.2: Establish a regular review of this plan to ensure the City is meeting its goals and properly implementing the proposed measures.
- Strategy 1.3: Do not approve densities that result in a population of over 81,000 people by 2060. A mindset that considers water conservation will be used when considering any changes to this density.

COOPERATE. GOAL W-2: Promote cooperative regional practices for water use and conservation.

- Strategy 2.1: Endorse the concepts and ideas outlined in the water conservation plans of Jordan Valley and Salt Lake City by using the ideas to create City outreach and educational material.
- Strategy 2.2: Engage in regular collaboration with water utilities and Utah DWR to ensure Millcreek is up to date on any water preservation measures or updates to laws and

policies.

- Strategy 2.3: Formalize a water education program in partnership with water providers and the Utah DWR

IMPLEMENT. GOAL W-3: Implement water conservation measures that address local needs and minimize unnecessary consumption of water resources.

- Strategy 3.1: Identify what waterwise policies are working well and identify areas that could be improved by collaborating with various institutions in Millcreek, including applicable water providers, Salt Lake County Parks and Recreation, School Districts, Churches, Canal and Irrigation Companies, Golf Courses, etc.
- Strategy 3.2: Gather feedback from Millcreek residents on their perspectives on water use in the City and make changes and improvements to water policies as needed.
- Strategy 3.3: Consider water preservation guidelines before approving changes to the City’s land use planning documents.
- Strategy 3.4: Encourage water saving measures such as participation in the Utah Water Savers program and installing smart meters. Constantly be searching for new and improved incentivization programs.



SOURCE: SEVEN
CANYONS TRUST

MILLCREEK, UTAH
ORDINANCE NO. 25-51

**AN ORDINANCE AMENDING CHAPTER 9.77 ADOPTING THE CURRENT EDITION
OF THE UTAH WILDLAND URBAN INTERFACE CODE, ISSUED BY THE
INTERNATIONAL CODE COUNCIL, WITH THE ALTERNATIVES OR
AMENDMENTS APPROVED BY THE UTAH DIVISION OF FORESTRY, FIRE, AND
STATE LANDS, AS A CONSTRUCTION CODE AND A WILDLAND URBAN
INTERFACE MAP**

WHEREAS, the Millcreek City Council (the “*Council*”) met in regular session on December 8, 2025, to consider, among other the current edition of the Utah Wildland Urban Interface Code, issued by the International Code Council, with the alternatives or amendments approved by the Utah Division of Forestry, Fire, and State Lands, as a construction code and a Wildland Urban Interface Map; and

WHEREAS, in the 2025 Utah Legislature General Session the Legislature amended Utah Code section 65A-8-203 that provides among other things that “[i]f the state under Section 15A-2-103 adopts an edition of the Utah Wildland Urban Interface Code, issued by the International Code Council, with the alternatives or amendments approved by the division, as a wildland urban interface building standard that may be adopted by a local compliance agency ...for purposes of an incorporated area within a county, the relevant municipality shall adopt and enforce the wildland urban interface building standard described” in Utah Code section 15A-2-; and

WHEREAS, the purpose of this amendment is to, among other things, regulate and govern the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures, and the prevention of structure fires from spreading to wildland and

WHEREAS, the International Code Council adopted the current Utah Wildfire-Urban Interface Code (“Wildfire Code”), which the Council is adopting by this ordinance. Section 301 of the Wildfire Code requires, among other things, that the Council in cooperation with the Division of Forestry, Fire, and State Lands (“FFSL”) declare wildfire-urban interface areas. The FFSL and City staff have cooperated to designate such areas that are shown on the attached map (“Map”); and

WHEREAS, the Council finds that the Map shows the boundaries of natural or man-made features of wildland-urban interface areas and was prepared in cooperation with the FFSL; and

WHEREAS, after careful consideration, the Council has determined that amending Chapter 9.77 and adopting the Map is in the best interest of Millcreek's health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED, the following is hereby adopted and added to the Millcreek Municipal Code.

9.77.050 Wildland Urban Interface Code

The current edition of the Utah Wildland Urban Interface Code, issued by the International

Code Council, with the alternatives or amendments approved by the Utah Division of Forestry, Fire, and State Lands, is hereby adopted as a construction code.

9.77.060 Adoption of Map

The attached map showing the boundaries of high-risk wildland-urban interface property and what constitutes wildland-urban interface property that is not high-risk is hereby adopted.

PASSED AND APPROVED this 8th day of December 2025.

MILLCREEK

By: _____
Cheri Jackson, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 25-51: AMENDING CHAPTER 9.77 ADOPTING THE CURRENT EDITION OF THE UTAH WILDLAND URBAN INTERFACE CODE, ISSUED BY THE INTERNATIONAL CODE COUNCIL, WITH THE ALTERNATIVES OR AMENDMENTS APPROVED BY THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS, AS A CONSTRUCTION CODE AND A WILDLAND URBAN INTERFACE MAP was passed and adopted the 8th day of December, 2025 and certifies that a copy of the foregoing Ordinance 25-51 was posted in accordance with Utah Code 10-3-711 this ____ day of December, 2025.

Elyse Sullivan, City Recorder



Millcreek City Hall
 1330 E Chambers Ave
 Millcreek, UT 84106
 (801)-214-2700
www.millcreekut.gov



Data Sources:

Millcreek; Salt Lake County; Utah Geospatial Resource Center (UGRC); United States Forest Service (USFS); United States Geological Survey (USGS); Utah DNR - FFSL (Forestry, Fire and State Lands); Open Basemap; Esri

WILDLAND-URBAN INTERFACE - 2025

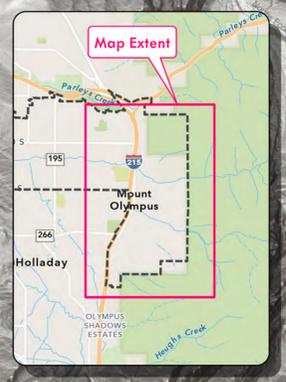
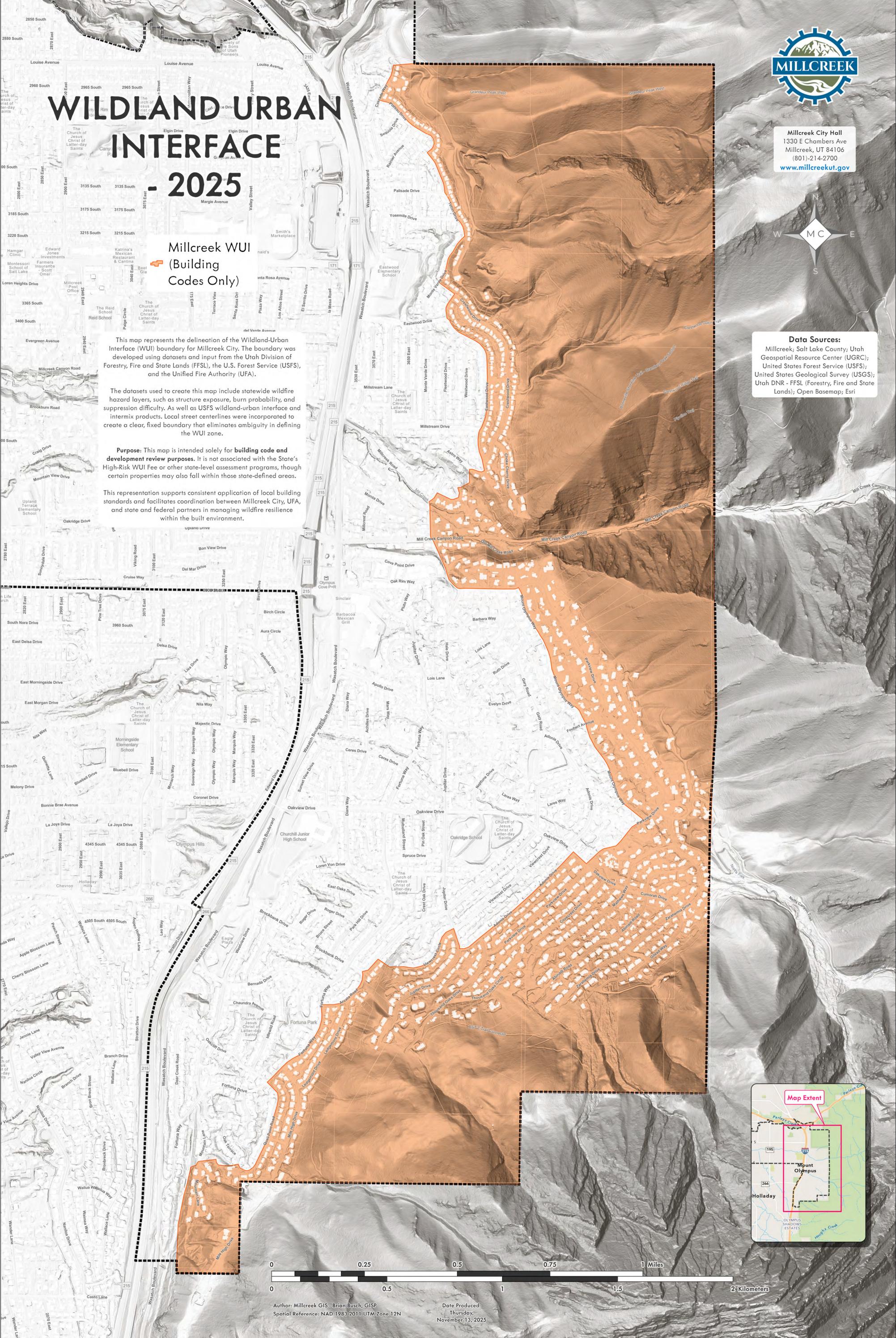
Millcreek WUI (Building Codes Only)

This map represents the delineation of the Wildland-Urban Interface (WUI) boundary for Millcreek City. The boundary was developed using datasets and input from the Utah Division of Forestry, Fire and State Lands (FFSL), the U.S. Forest Service (USFS), and the Unified Fire Authority (UFA).

The datasets used to create this map include statewide wildfire hazard layers, such as structure exposure, burn probability, and suppression difficulty. As well as USFS wildland-urban interface and intermix products. Local street centerlines were incorporated to create a clear, fixed boundary that eliminates ambiguity in defining the WUI zone.

Purpose: This map is intended solely for building code and development review purposes. It is not associated with the State's High-Risk WUI Fee or other state-level assessment programs, though certain properties may also fall within those state-defined areas.

This representation supports consistent application of local building standards and facilitates coordination between Millcreek City, UFA, and state and federal partners in managing wildfire resilience within the built environment.



Author: Millcreek GIS - Brian Busch, GISP
 Date Produced: Thursday, November 13, 2025
 Spatial Reference: NAD 1983 2011 UTM Zone 12N

MILLCREEK, UTAH
RESOLUTION NO. 25-43

A RESOLUTION OF THE MILLCREEK COUNCIL APPOINTING MEMBERS OF THE COUNCIL TO THE UNIFIED FIRE AUTHORITY BOARD, UNIFIED FIRE SERVICE AREA BOARD, UNIFIED POLICE DEPARTMENT BOARD, COMMUNITY RENEWABLE ENERGY AGENCY, CENTRAL WASATCH COMMISSION, WASATCH FRONT WASTE AND RECYCLING DISTRICT, SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT, JORDAN RIVER COMMISSION, MILLCREEK BUSINESS COUNCIL BOARD OF DIRECTORS, PROMISE EXECUTIVE COUNCIL, UTAH LEAGUE OF CITIES AND TOWNS LEGISLATIVE POLICY COMMITTEE, AND THE SALT LAKE COUNTY ANIMAL SERVICES ADVISORY COMMITTEE

WHEREAS, the Millcreek Council (“Council”) met in a regular session on December 8, 2025, to consider, among other things, appointing various members of the council to the Unified Fire Authority Board, Unified Fire Service Area Board, Unified Police Department Board, Community Renewable Energy Agency, Central Wasatch Commission, Wasatch Front Waste and Recycling District, South Salt Lake Valley Mosquito Abatement District, Jordan River Commission, Millcreek Business Council Board of Directors, Promise Executive Council, Utah League of Cities and Towns Legislative Policy Committee, and the Salt Lake County Animal Services Advisory Committee; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of Millcreek to appoint a representative to the above-referenced boards; and

WHEREAS, the Council has considered the appointment of various members as Millcreek’s representative on the above-referenced boards.

NOW, THEREFORE, BE IT RESOLVED by the Council that Cheri Jackson be appointed as Millcreek’s representative and Nicole Handy be appointed as Millcreek’s alternative representative to the Unified Fire Authority Board, Unified Fire Service Area Board, that Cheri Jackson be appointed as Millcreek’s representative and Bev Uipi be appointed as Millcreek’s alternative representative to the Unified Police Department, that Cheri Jackson be appointed as Millcreek’s representative and be authorized to serve as the Agency’s Treasurer and Thom DeSirant be appointed as Millcreek’s alternative representative to the Community Renewable Energy Agency, that Bev Uipi be appointed as Millcreek’s representative to the Central Wasatch Commission, that Nicole Handy be appointed as Millcreek’s representative to the Wasatch Front Waste and Recycling District, that Silvia Catten be appointed as Millcreek’s representative to the South Salt Lake Valley Mosquito Abatement District, that Silvia Catten be appointed as Millcreek’s representative and Mike Winder be appointed as Millcreek’s alternative representative to the Jordan River Commission, that Cheri Jackson be appointed to the Millcreek Business Council Board of Directors, that Cheri Jackson and Silvia Catten be appointed to the

Promise Executive Council, that Cheri Jackson, Thom DeSirant, and Mike Winder be appointed as Millcreek’s representatives to the Utah League of Cities and Towns Legislative Policy Committee, and that Thom DeSirant be appointed as Millcreek’s representative and Rita Lund be appointed as Millcreek’s alternative representative to the Salt Lake County Animal Service Advisory Committee all until their replacement is duly appointed.

This Resolution, assigned No. 25-43, shall take effect immediately.

PASSED AND APPROVED by the Council this 8th day of December, 2025.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

MILLCREEK, UTAH
ORDINANCE NO. 25-52

**AN ORDINANCE AMENDING CHAPTER 2.82 OF THE MILLCREEK CODE OF
ORDINANCES REGARDING ADDING DATA PRIVACY**

WHEREAS, the Millcreek Council (the “*Council*”) met in regular session on December 8, 2025, to consider, among other things, an ordinance amending Chapter 2.82 of the Millcreek Code regarding adding data privacy; and

WHEREAS, staff has recommended that Chapter 2.82 of the Millcreek Code be amended to add data privacy; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of the City to amend Chapter 2.82 regarding data privacy.

NOW, THEREFORE, BE IT ORDAINED by the Council that Chapter 2.82 be amended as follows (interlineating the words to be deleted and underlining the words to be added):

Chapter 2.82 RECORDS MANAGEMENT/~~DATA PRIVACY~~

2.82.010 Government Records Findings; Recognition Of Public Policy

2.82.020 Purpose And Intent

2.82.100 Appeals

2.82.120 Amendments And Corrections

2.82.140 Access Management And Archiving

2.82.150 Custody And Control

2.82.165 Retention Scheduling

~~2.82.170 Data Privacy~~

2.82.140 Access Management And Archiving

1. The recorder ~~and deputy recorder are~~is hereby designated as ~~city~~ records manager/record officer -to oversee and coordinate records access and management and city archives activities as set forth in the Act. The recorder manager/record officer shall make annual reports as required of records services activities to the council.
2. The recorder ~~and deputy recorder~~ -shall develop and provide records management, maintenance and access standards, policies and procedures, as approved by the council to govern and implement the provisions of the Act and this chapter. Approval and promulgation of records policies and procedures shall be in accordance with the provisions of this code of ordinances and the Act. Copies of

any rule or policy promulgated under this chapter shall be forwarded by the city record manager/records officer to the Utah State Division of Archives within thirty days after its effective date.

2.82.170 Data Privacy

1. The city manager shall be the city's chief administrative officer for purposes of Utah Code section 63A-19-101 et seq. and shall ensure a data privacy plan is developed.

PASSED AND APPROVED this 8th day of December, 2025.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 25-52: AN ORDINANCE AMENDING CHAPTER 2.82 OF THE MILLCREEK CODE OF ORDINANCES REGARDING ADDING DATA PRIVACY was passed and adopted the 8th day of December, 2025 and certifies that a copy of the foregoing Ordinance 25-52 was posted in accordance with Utah Code 10-3-711 this ____ day of December, 2025.

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 25-53

**AN ORDINANCE OF THE MILLCREEK COUNCIL ADOPTING
MILLCREEK'S 2026 REGULAR MEETING SCHEDULE**

WHEREAS, the Millcreek Council (the "*Council*") met in regular session on December 8, 2025, to consider, among other things, adopting Millcreek's 2026 regular meeting schedule; and

WHEREAS, Utah Code Ann. § 52-4-202(2) provides that any public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule; and

WHEREAS, Utah Code Ann. § 10-3-502 provides that the council of each municipality shall, by ordinance, prescribe the time and place for holding its regular meetings which shall be held at least once each month.

NOW, THEREFORE, BE IT ORDAINED by the Council that the attached 2026 meeting schedule be adopted as the regular meeting schedule and the City Recorder is directed to give notice hereof as required by Utah Code Ann. § 52-4-202(2).

PASSED AND APPROVED this 8th day of December, 2025.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 25-53: AN ORDINANCE OF THE MILLCREEK COUNCIL ADOPTING
MILLCREEK'S 2026 REGULAR MEETING SCHEDULE was passed and adopted the 8th day
of December, 2025 and certifies that a copy of the foregoing Ordinance 25-53 was posted in
accordance with Utah Code 10-3-711 this ____ day of December, 2025.

Elyse Sullivan, City Recorder

MILLCREEK MEETING SCHEDULE

2026

All Millcreek meetings and hearings are open to the public and held every month at City Hall, located at 1330 E. Chambers Avenue, Millcreek, Utah 84106, unless otherwise posted.

City Council

2nd & 4th Monday

Regular Meeting – 7:00 p.m.

Work Meeting – 5:00 p.m. (as needed)

Community Reinvestment Agency

2nd & 4th Monday (as needed, same dates as City Council)

Regular Meeting – 7:00 p.m., or as soon thereafter

as the City Council meeting recesses/concludes

Meetings conflicting with holidays will be conducted the following Tuesday

January 12	January 26	February 9	February 23
March 9	March 23	April 13	April 27
May 11	May 26 (Tuesday)	June 8	June 22
July 13	July 27	August 10	August 24
September 14	September 28	October 12	October 26
November 9	November 23	December 14	December 21 (Third Monday)

Planning Commission

3rd Wednesday

Regular Meeting – 5:00 p.m.

January 21	February 18	March 18	April 15
May 20	June 17	July 15	August 19
September 16	October 21	November 18	December 16

Historic Preservation Commission

2nd Thursday (as needed)

Regular Meeting – 6:00 p.m.

January 8	February 12	March 12	April 9
May 14	June 11	July 9	August 13
September 10	October 8	November 12	December 10

Millcreek Community Foundation

2nd Monday in July

Regular Meeting – 7:00 p.m. (or as soon thereafter as the city council meeting concludes)

July 13

Meeting dates and times are subject to change or cancellation.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during any meeting or hearing should notify City Hall, (801) 214-2700 or adainfo@millcreekut.gov, at least two days prior to the meeting date.

**Millcreek City –
October/November
2025**



**UNIFIED
POLICE
GREATER SALT LAKE**

Millcreek City-UPD Current Staffing

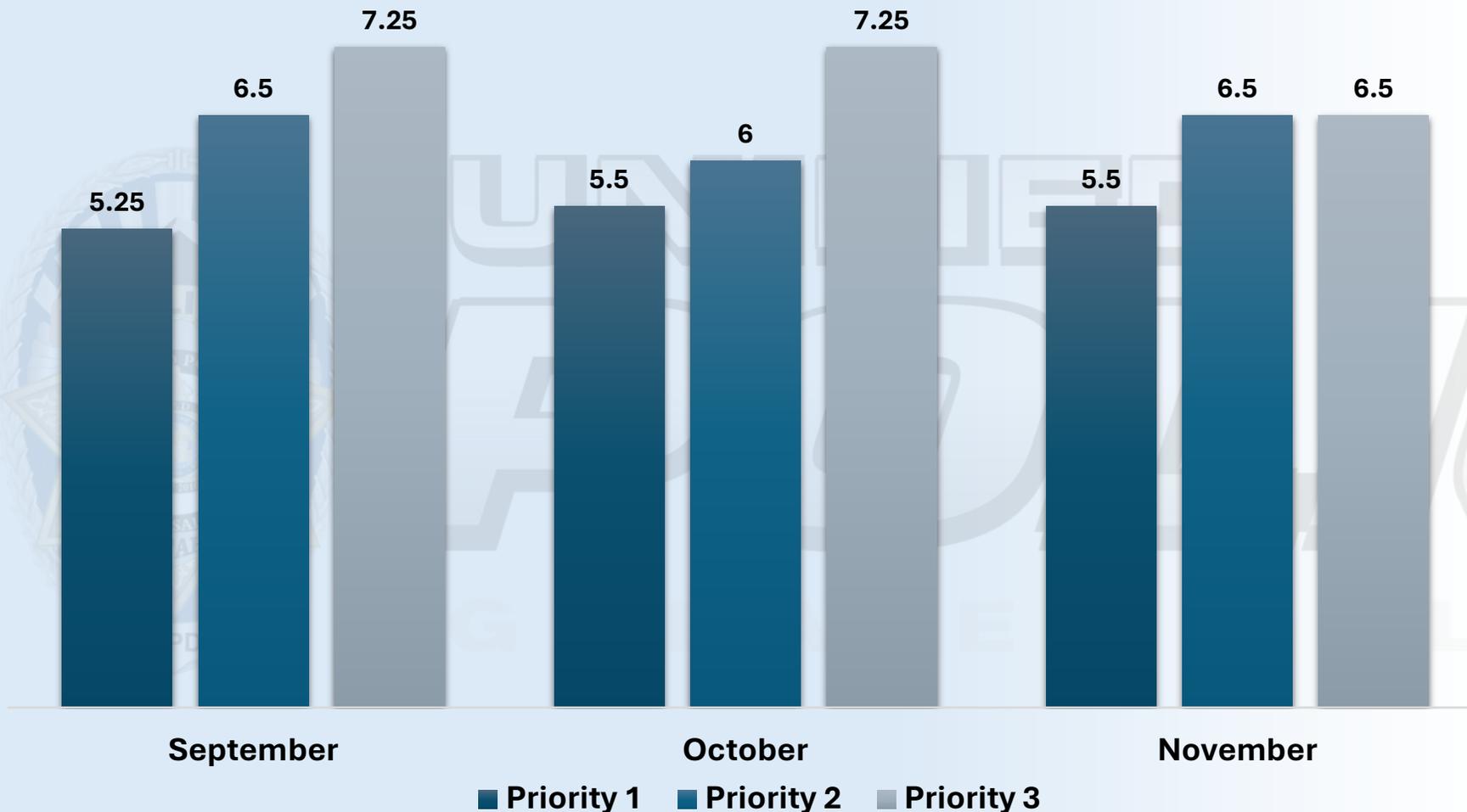
- True Vacancies 0
- Allocated to Millcreek 4
(FTO/Academy/Future Start Date)
- Vacant Patrol Positions 4
- Vacant Specialty Positions 0
(Traffic/Investigations)

****Updated 12/01/2025****





Police Response Times Millcreek-UPD



****Time in minutes****

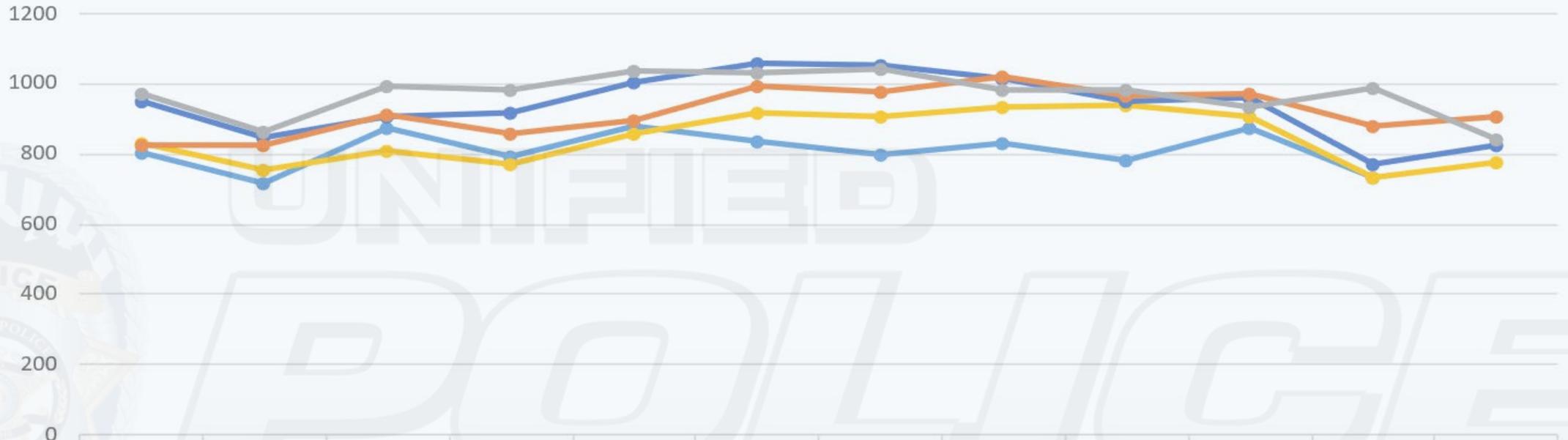
- **Priority 1 (Emergency)**
Immediate threats to life, safety, or serious property damage.
- **Priority 2: (Urgent)**
Situations requiring a quick response but not posing an immediate danger to life.
- **Priority 3: (Routine)**
Non-urgent calls that do not involve immediate risks.



Millcreek City



Millcreek Precinct Case Trend 2021-2025



	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC
2025	804	715	874	793	881	839	796	833	781	872	732	824
2024	831	754	811	770	859	917	905	935	937	909	733	775
2023	953	849	905	917	1004	1060	1052	1015	948	960	771	824
2022	826	823	914	857	895	994	976	1023	964	970	880	908
2021	970	863	995	983	1038	1031	1045	981	981	932	987	844

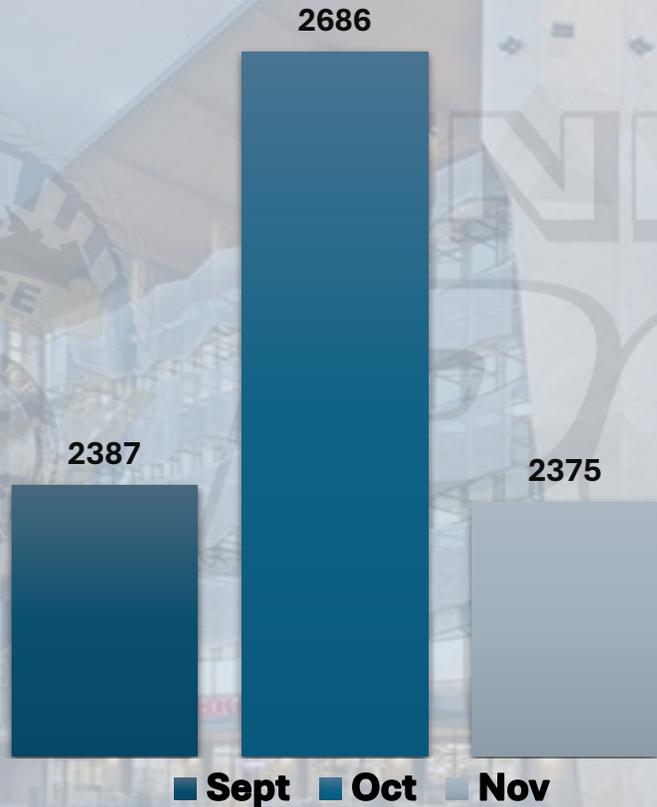
● 2025
 ● 2024
 ● 2023
 ● 2022
 ● 2021



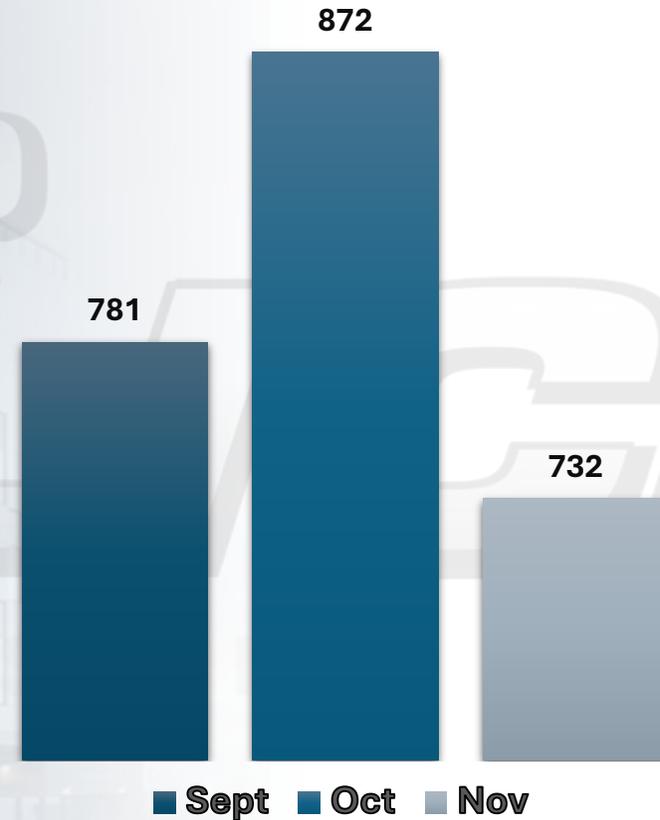
Millcreek City



Calls for Service



New Police Reports



Millcreek Unified Police November 2025

TRANSIENT CALLS 70



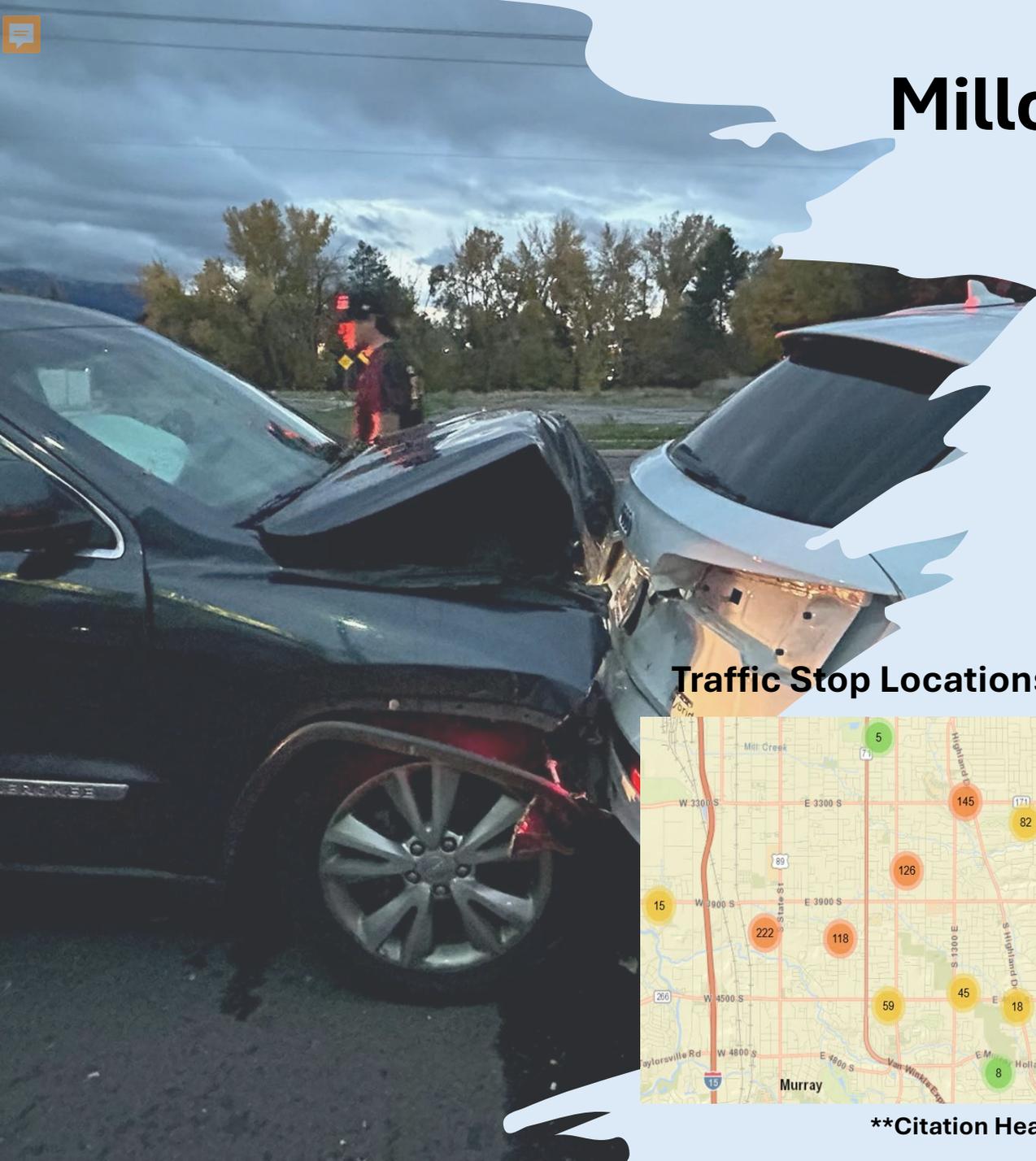
MENTAL HEALTH CALLS 91





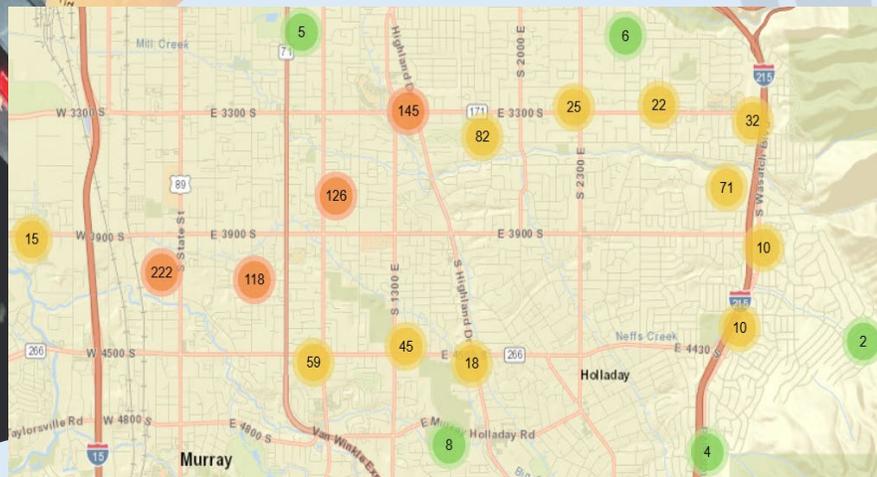
Millcreek City-UPD Traffic Stats

Oct/Nov 2025

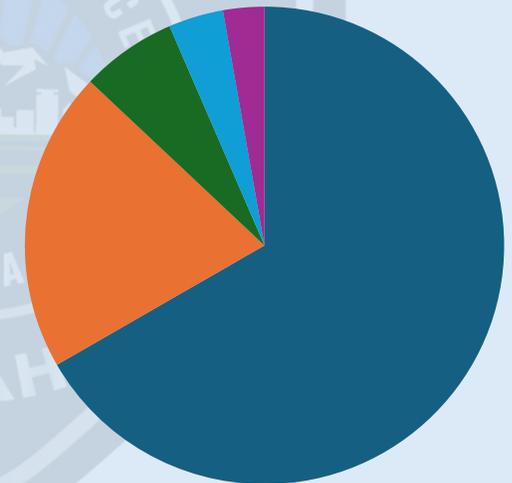
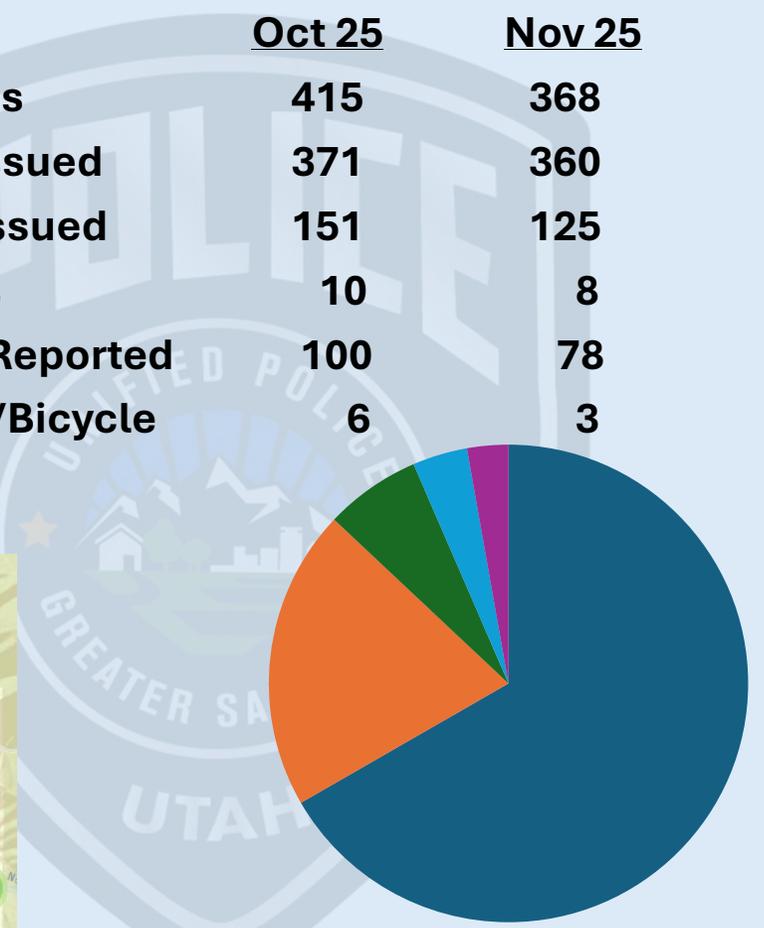


	<u>Oct 25</u>	<u>Nov 25</u>
• Traffic Stops	415	368
• Citations Issued	371	360
• Warnings Issued	151	125
• DUI Arrests	10	8
• Accidents Reported	100	78
• Pedestrian/Bicycle	6	3

Traffic Stop Locations (Oct/Nov 2025)



****Citation Heat Map****



- Speeding
- Registration
- Red Light
- Stop Sign
- Follow Too Close

Millcreek Unified Police

Oct/Nov 2025

Directed Enforcement Unit (DEU)

Operational Summary

114 Cases

65 Arrests

44 Search Warrants Served

6 Stolen Vehicles Recovered

SIEZED

3 Firearms

32.4lbs Methamphetamine

12g Fentanyl Powder

7oz Cocaine

1zo Marijuana

1800 Fentanyl Pills





Unified Police Investigations October/November 2025 Millcreek Precinct

Assault 67	Burglary 13	Drug Offenses 30	Family Offense 125
Fraud 46	Homicide 0	Larceny 117	Robbery 3
	Sex Offense 19	Stolen Vehicles 18	

During the month of Oct/Nov, Millcreek Precinct detectives were assigned 87 cases, and 17 of those cases were submitted for charges to Holladay Justice Court or 3rd District



**Minutes of the
Millcreek City Council
November 3, 2025
5:30 p.m.
Special Meeting**

The City Council of Millcreek, Utah, met in a special public meeting on November 3, 2025, at City Hall, located at 1330 E. Chambers Avenue, Millcreek, UT 84106. The meeting was recorded for the City's website.

PRESENT:

Council Members

Jeff Silvestrini, Mayor
Silvia Catten, District 1
Thom DeSirant, District 2
Cheri Jackson, District 3 (as a candidate only)
Bev Uipi, District 4

City Staff

Mike Winder, City Manager
Elyse Sullivan, City Recorder
Kurt Hansen, Facilities Director
John Brems, City Attorney
Rita Lund, Communications Director
Jim Hardy, Building Services Director
Aimee McConkie, Events Director

Attendees: Robert Brough, Gardner Reid, Curtis Larsen, Kerry & Alex Gonzales, Richard Hansen, Ruth Reid, Nancy Carlson-Gotts, Melissa Zito, Klea Gallegos, Nicole Handy, Ted Cundick, Andrei Tarassov, John Tuutau, Taylor Davis, Leslie Van Frank, Brian Hall, Steven Parkin, Todd Zenger, Connor Gale, Tricia Bishop, Janelle Williamson, David & Holli Gisseman, Suzanne Dunbar, Jamie Walker, Jacob Richardson, Chief Petty-Brown, Chief Mazuran, Ryan Bagshaw

WORK MEETING – 5:30 p.m.

TIME COMMENCED: 5:31 p.m.

Mayor Silvestrini called the meeting to order. He explained the appointment process for the evening. Each candidate would introduce themselves, there would be a question and answer period, and then each candidate could provide a closing statement before the council deliberated and voted on the appointment.

1. Interviews and Consideration of Mayoral Candidates

Each of the candidates introduced themselves, then they were interviewed by the council in the following order: Jamie Walker, Gardner Reid, Jacob Richardson, Cheri Jackson and Curtis Larsen.

Jamie Walker

The council asked about challenges within his district and how he has helped with solutions, what he hoped to accomplish as mayor, leading staff through change, a time where he has faced conflict, ways to make housing more affordable, time management with other responsibilities, what to do if sales taxes are projected to decline 10%, what to do about a complaint against a city employee, whether the city is better or worse off for incorporating, his vision for the city, Millcreek's infrastructure needs, where he thought more green space could be created, and three words describing how he deals with conflict.

Jamie Walker acknowledged affordable housing and homelessness as a big challenge, how he helped acquire an emergency preparedness cache, would like to create more green space on a piece of property on 2300 E and 3300 S, he described his friendliness with staff as allowing for an easy transition with leadership, he would like to have easier transit access, he was unsure about the city's infrastructure needs, in dealing with conflict he said to, "listen more, talk less," for time management he spends the time needed to get the job done, he would work with staff about any constituent complaints or projected sales tax decline, he feels Millcreek has benefited from incorporation, listening helps him make informed decisions, he would be able to step away if a conflict of interest came up with his profession, and he would look for more flexibility with finishing basements for accessory dwelling units (ADUs) and allowing bigger homes on properties to address housing problems.

Gardner Reid

The council asked about challenges in his district and solutions he has worked on, a time where he has faced conflict, what he would do differently than Mayor Silvestrini, three ways to make housing more affordable, time management with other responsibilities, what to do if sales taxes are projected to decline 10%, what to do about a complaint against a city employee, whether the city is better or worse off for incorporating, the city's continued affiliation with Unified Police Department (UPD) and Unified Fire Authority (UFA), his vision for the city, Millcreek's infrastructure needs, three words describing how he deals with conflict, weaknesses in the current administration and what he would do differently, how he handled emergency situations and what he would do differently, what city events he has attended and any feedback, an example about his leadership philosophy and change, and the biggest difference between managing a ranch and school to a city.

Gardner Reid believes in listening and coming to a consensus when people disagree, he wants the city to be more inclusive and innovative by bringing in more AI use, he wants to look at new technology materials (resin cement) with building and providing more affordable apartments to keep housing prices down, he does not micromanage but teaches and can manage his time, would be more open and communicative with the public about a projected decline in sales tax, he would bring together the complainant and employee to talk if there was a disagreement, he feels Millcreek is better for incorporating as a city and should stay affiliated with UPD and UFA, he would like to see bilingual meetings held and quarterly open houses to meet the mayor/council, lack of sidewalks in school areas are a big infrastructure issue, listening is the way to deal with conflict, he would like the city to be more communicative, in emergencies he immediately gets to the issue instead of letting someone else handle it, he has enjoyed the farmers markets the city puts on, with organizational change he delegates and teaches and wants others to understand their jobs, and managing a city will not be like his experience with a school or ranch.

Jacob Richardson

The council asked about his vision for the city for the next ten years, Millcreek's most pressing infrastructure challenge and how to face it, three words describing how he deals with conflict, weaknesses in the current administration and what he would do differently, how he handled an emergency situation and what he would do differently, challenges in his district and solutions he has worked on, an example about his leadership philosophy and change, how he would make a difficult decision with competing interests, solutions to help with housing affordability, his time commitments, the city's continued affiliation with Unified Police Department and Unified Fire Authority, and what to do if sales taxes are projected to decline 10%.

Jacob Richardson would like more sidewalks and money spent on addressing storm drain issues, he would listen when faced with conflict, he would spend money enhancing denser parts of the city with open space, when faced with an emergency he made sure to be visible and communicate, the city could set aside resource funds for affordable housing or use control through zoning, he would have internal discussions with staff when dealing with leadership change, when dealing with competing interests finding common ground is important and seeking opinions from others not present and clearing up any misinformation, continuation with ADU reform to address housing affordability, serving as mayor would be on a part-time basis, remaining with UPD helps with economies of scale, and if the city was going to lose income to look at what programs could be cut back.

Cheri Jackson

The council asked what she would do if sales taxes are projected to decline 10%, what to do about a complaint against a city employee, her opinion on the city's continued affiliation with Unified Police Department and Unified Fire Authority, a time when she was faced with conflict, what she would do differently than Mayor Silvestrini, three ways to allow for more affordable housing, how she handled an emergency situation and what she would do differently, her vision for time as mayor, how to strengthen relationships with other government officials, and what her leadership philosophy with change is.

Cheri Jackson would ask each department to look at trimming budgets, she would listen to both sides of the story if there was a complaint about an employee, she would continue support with UPD and UFA, she made a difficult decision on a school board to follow law and policy to make the best decision for a whole school (Canyon Rim Academy) though it made people unhappy, she would engage with social media more than Mayor Silvestrini, she would like to see deed restrictions on owner occupancy and waiving fees for developers on constructing affordable housing, in emergencies utilizing community partners to get needed resources is important, housing affordability and aging infrastructure is a problem, she would like to bring people together in the city and bridge divides, she would like to update the General Plan, acquire green space and accommodate growth, she would like to build relationships that Mayor Silvestrini has established with other leaders, and she values staff and wants to maintain continuity with them even if leadership changes.

Curtis Larsen

The council asked about his vision for the city, Millcreek's most pressing infrastructure challenge and how to face it, three words describing how he deals with conflict, weaknesses in the current administration and what he would do differently, how he handled an emergency situation and his role/the outcome, challenges facing his district/area and solutions he has engaged in, what city events he has attended and any feedback, about time commitments with work, opinions about the city's relationship with Unified Fire Authority or Unified Police Department, what to do about a complaint against a city employee, what to do if sales taxes are projected to decline 10%, how he would make a difficult decision with competing interests, three ways to allow for more affordable housing, and leadership philosophy with change.

Curtis Larsen said he would like more residents to attain secondary education and the city to become a regional leader, transportation and housing/homelessness are pressing issues, he wants to support entrepreneurs, he faces conflict by working toward a resolution for all, he thinks he would bring a fresh perspective to the current administration, during an emergency he provided good messaging to the community (on campus), he has worked with nonprofits and wants to address school closures in Millcreek, he has attended Dia de los Muertos and Venture Out events at the city, he would like to strengthen entrepreneurial connections with the markets, if selected as mayor he would retire from his career to dedicate his full time to being mayor, he supports continued service with UPD and UFA, he would talk to both parties in a dispute, he would like to use more AI, budget cuts would be used for economic downturns, he would meet early and often with stakeholders if pushback was likely, he would leverage transit, redevelopment opportunities, flag lots and ADUs in facing the housing crisis, he felt the pace of transitioning from education to government decision making would not be an issue, and he would not make significant changes during leadership transition.

The candidates then provided a closing statement as to why they should be appointed mayor. The mayor and council thanked the candidates for their participation. The City Attorney acknowledged that Cheri Jackson left the room at 7:37p.m. Mayor Silvestrini said council procedures required council members to vote while in the council chambers, but the rule was waived for this meeting through a resolution at the last council meeting.

Mayor Silvestrini expressed appreciation for the five candidates who applied, noting the difficulty of the application process and the high quality of each candidate. He emphasized that choosing a successor is an exceptionally difficult decision, as any of the applicants could serve effectively. He reflected on the weight of resigning after nine years of service and outlines key criteria guiding his decision: respect for city staff, preservation of the organizational culture, commitment to problem-solving over bureaucratic approaches, and dedication to continuing important city initiatives, including affordable housing efforts and the city's Promise Program, which supports youth and families through grant-funded services. The mayor stressed the importance of selecting someone who will uphold the city's values, continue ongoing projects, and address evolving challenges such as housing and homelessness in a progressive, solutions-oriented manner. While acknowledging the strength of all candidates, he endorsed Council Member Cheri Jackson. He cited her long-standing service, strong electoral support, deep knowledge of the community, close working relationship with

city staff, and ability to preserve and advance the culture and legacy the mayor has sought to build.

Council Member Catten reflected on the strength and depth of the candidate pool, noting that the city is consistently fortunate to attract highly qualified, passionate individuals for vacancies across councils, commissions, and community programs. She commended each applicant individually, recognizing Jamie's consistent community involvement, Gardner's wisdom and long-standing presence, Jacob's thoughtful, data-driven approach, Cheri's extensive experience and deep trust within the community, and Curtis's impressive capability and leadership potential. She emphasizes the importance of continuity during uncertain times and expresses deep respect for the outgoing mayor's leadership. Ultimately, she concluded that one candidate clearly stands out: Cheri Jackson. Citing her foundational experience, trusted reputation, resilience, and pragmatic, solutions-oriented perspective, she offers her full and confident support for Cheri as the next mayor.

Council Member Uipi explains the key competencies she evaluated when considering candidates for mayor. Presentation skills were essential, given the public-facing nature of the role and the need to represent the city before legislators and congressional leaders. Leadership was another priority—both in guiding the city and in maintaining a strong, positive culture among staff who spend significant time working together. Collaboration was also critical, particularly candidates' understanding of the city's partnerships with other governmental and community agencies, as well as their broader collaborative experience. Finally, relationship building was emphasized as vital to securing funding and working effectively with organizations such as UPD, UFA, community councils, and the planning commission. She noted that she scored each candidate across these competencies to ensure a fair and comprehensive evaluation and concluded by reaffirming commitment to a transparent public voting process while highlighting the importance of these criteria.

Council Member DeSirant expressed appreciation for the selection process and the opportunity it provided to better understand each candidate. He thanked those who reached out personally to discuss expectations for the next mayor and acknowledge the significant responsibility of succeeding the current, highly respected mayor. Despite the challenge of filling such a role, he conveys confidence that whoever the council appoints will be successful.

The City Recorder provided the council with paper ballots to vote for the appointee. The ballots unanimously reflected Cheri Jackson as the winner.

2. Discussion and Consideration of Resolution 25-38, Filling the Mid-Term Vacancy of the Mayor

Council Member Uipi moved to approve Resolution 25-38, Filling the Mid-Term Vacancy of the Mayor with Cheri Jackson's name included. Council Member Catten seconded.

Council Member Uipi appreciated everyone's engagement. Mayor Silvestrini noted a vacancy in District 3 would result and a similar process to fill it would take place. Council Member Catten acknowledged other opportunities to serve in the city.

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

Cheri Jackson expressed deep gratitude for the trust to assume the mayoral role, acknowledging the significant legacy of Mayor Silvestrini and committing both to honor his example and to forge her own path. She highlighted the special character of Millcreek and expressed pride in serving as the city’s second—and first female—mayor. Recognizing the unusual nature of being selected by the council rather than a citywide election, she pledges to actively engage with residents so they can feel confident in the council’s decision. She affirmed her dedication to representing the community, making sound decisions, and maintaining Millcreek’s reputation as a model city. Jackson also thanked the other applicants for their willingness to serve and encouraged them to remain involved, emphasizing a shared commitment to strengthening the community and building a better future for all.

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 8:00 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

APPROVED: _____ **Date**
Cheri Jackson, Mayor

Attest: _____
Elyse Sullivan, City Recorder



**Minutes of the
Millcreek City Council
November 10, 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 November 10, 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
Thom DeSirant, District 2
Cheri Jackson, District 3 - Mayor
Bev Uipi, District 4

City Staff

Mike Winder, City Manager
Alex Wendt, Deputy Recorder
Kurt Hansen, Facilities Director
John Brems, City Attorney
Carlos Estudillo, Planner
Brad Sanderson, Planner
Rita Lund, Communication Director
Lisa Dudley, Finance Director

Planning Commissioners: Christian Larsen, Shawn LaMar

Attendees: Russ Sorensen, Leslie Silvestrini, Chief Petty-Brown, Robi Overson, Chief Jason Mazuran, Rick Hansen, Ted Cundick, Laura Renshaw, Kristy Soffe, Dan Green, Christine Green, John Tuutau, Auschel Felt, Liz Shellum, France Barral, Dan Lauritzen, Matt Gardner, Jack Adams, Tyler Morris

WORK MEETING – 6:00 p.m.

TIME COMMENCED: 6:01 p.m.

Mayor Silvestrini called the work meeting to order.

1. Joint Planning Commission Meeting:

a. 33rd South Apartments (1306 E 3300 S)

Carlos Estudillo said the City Council may approve a CCOZ-DA (City Center Overlay Zone - Development Agreement) zone upon receiving recommendation from the Planning Commission. The following developments are eligible for a CCOZ-DA: buildings that do not exceed 150 feet in length or 100 feet in depth, buildings of any size that provide one of the following public benefits as part of a CCOZ-DA. Public benefits include but are not limited to; publicly accessible open space, publicly accessible parking, and affordable housing. There is an initial review, a review of reasonable anticipated detrimental effects,

city council review and required findings, map design, amendments, and a development agreement.

Tyler Morris with Cottonwood Residential gave a presentation on the 33rd and 13th Mixed Use Project. They are pursuing a CCOZ-Development agreement and are requesting two variances. They are proposing a building length along 3300 South which exceeds the limit of 150 feet, and a proposed stepback that varies in depth from 5 feet to 23 feet with sections below CCOZ requirement of 20 feet and a portion that steps back above the 3rd floor rather than the 2nd floor. The project can be designed without variances, but Cottonwood is also proposing to directly provide several design enhancements detailed in the CCOZ-DA as additional mitigation. They are proposing design enhancements with increased façade modulation, permeability, and open space integration.

Mayor Silvestrini said he will not be able to vote on this though he likes the idea of a wider sidewalk than a deeper stepback. Council Member DeSirant said that what Cottonwood is asking for makes sense and works well with the area. Council Member Jackson said she likes the idea of a wider sidewalk, it allows people to move farther from the street, the building looks nice, the drive through area looks nice but she would like to see a better parking configuration. Mr. Morris said there is one level of underground parking and 3 levels of above ground parking. Then there are four levels of residential space on top of the parking. A structure like Cottonwood Highland pays \$70,000 a year in property taxes. A fast-food equivalent would be about \$50,000 in sales tax and \$2,000 in property tax. Twenty percent of sales tax coming to Millcreek comes from online sales. Council Member Uipi said that there is not enough affordable housing in Utah so building housing in Millcreek is helpful for people who want to live around the amenities of the city. Council Member DeSirant is happy to see commercial space at the building.

b. MC 29 Condominiums (1285 E Villa Vista Avenue)

Mr. Estudillo said this project does meet the criteria of being less than 150 feet in length and 100 feet in depth. They are seeking exceptions to stepback requirements. Russ Sorensen gave the presentation on MC29. He wants to see a city center with diversity and equity. They have taken a small parcel to help with diversity of housing. Mr. Sorensen would rather call it attainable housing. The maximum amount of money that these condos can be sold for is \$450,000. The building could be twice as high but to make it attainable housing they had to scale it down to three stories. It is 24 units because there is only enough parking for 24 units. The homes will go very quickly. The state of Utah has funded \$300 million for affordable housing. Millcreek needs affordable housing. There are not many east bench cities that have attainable housing in their city centers.

Mr. Winder said there is an ad hoc affordable housing committee at the city, one thing they have talked about is a \$50,000 per unit in affordable housing dollars from the CRA's. This would be the first experiment to do in Millcreek. There will be preference for Millcreek employees. Mayor Silvestrini said they are very interested in getting more owner-occupied housing in the city center and the community. Mr. Sorensen said that people who buy these must live here for six years otherwise they have to pay money back to the state. He hopes that people will stay for longer. This can be a prototype property for small parcel developments that are owner occupied. Council Member DeSirant said he is excited about this project but does have concern about using public money and not wanting to create a

lottery for the homes. Mr. Sorensen said that people will be penalized if they sell before six years. Council Member DeSirant said he is concerned about value after six years are up. Mr. Winder said there are protections built into the state code about preventing corporations from buying these up in six years.

2. The Millcreek CHaRM (Collection of Hard-to-Recycle Materials) Event Report; Robi Overson, Utah Recycling Alliance

Robi Overson said there are many items that are recyclable but are harder to recycle and do not need to be in landfills. In his experience people want this. They want to see these events held more often. They collected 7,368 pounds of material and had 180 vehicles show up. This is the biggest event that they have held and was the most successful. People now know that these events are being held and they will hold onto this recyclable material rather than putting it in a landfill. There was 3,675 pounds of electronic waste that was collected.

3. Staff Reports

Mr. Winder gave a staff report about the Fine Art Inn Gallery, it will be moving to the old Dollar Tree site for two years. Woodbury Corporation had been hoping to put a VA clinic into the old city hall building. They would like to revitalize that area into a sales tax generator for the city. The canal right of way is causing a lot of trouble for changing the property. Mr. Winder is proposing that Woodbury take over the Check City building and manage that area. A marquee corner restaurant in the area could be successful. They would manage the center, and Millcreek would have an income stream for the next 20 years there. Mayor Silvestrini said he is disappointed that the VA clinic project died.

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

There was none.

Council Member DeSirant to adjourn the work meeting at 6:56 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: 7:02 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

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

Council Member DeSirant moved to reorder the agenda to move agenda item 1.2 to after item 1.4 and items 3.3 and 3.4 ahead of item 3.1 Council Member Jackson seconded the motion. Mayor Silvestrini asked for the vote. Council Member Jackson voted yes, Council Member DeSirant voted yes, Council Member Catten voted yes, Council Member Uipi voted yes. Mayor Silvestrini voted yes. The motion passed unanimously.

1.2 Oath of Office; Mayor Cheri Jackson

Mayor Silvestrini said it has been an honor and privilege to serve this community. The reception last week was beautiful and moving. He said he wanted to pass along some heirlooms (toy bus and yard stick) to Mayor Elect Cheri Jackson. One of the first things you must do as Mayor is make sure staff are in the right seat on the bus. Millcreek has not been reluctant to help people move to the position where they might do better. Mayor Silvestrini presented a yard stick that was from the first city manager, John Geilman. There are many demands on your time, it is a part time mayor position, but it is a full-time job. But you must prioritize things. Never put that which matters most at the mercy of which matters least. As the Mayor you represent the whole city of 65,000 people. Vendors want to sell their goods to the city; developers are looking out for their project. So, ask yourself, is this in the best interest of the whole city. Mayor Silvestrini said he knows that Cheri Jackson will serve this city and the people well. He is proud to call her mayor.

Alex Wendt, the Deputy Recorder administered the Oath of Office to Mayor-Elect Cheri Jackson. She swore to uphold her office and carry out her duties with fidelity.

Council Member Catten said that when Mayor Silvestrini told her he was resigning that she cried. She was not worried about the city; she was more worried because Mayor Silvestrini has been an amazing mentor. She wished him the best and expressed her love.

Council Member DeSirant said he moved to Millcreek in 2010 and he met Mayor Silvestrini in 2019. He noted that Mayor Silvestrini opened his eyes to the good things happening in Millcreek and inspired him to become actively involved. Council Member DeSirant expressed gratitude for the mayor's mentorship and the chance to serve the community.

Council Member Uipi said she was so honored to know Mayor Silvestrini for 19 years. Fostering a friendship of the last nine years has been amazing. She thanked Mayor Silvestrini for his support and leadership. She wished him all the best and expressed her love.

Mayor Jackson said she was grateful for the trust placed in her by Mayor Silvestrini and the City Council. She feels that she had the best mentor in Mayor Silvestrini on how to be a public servant and leader. She thanked Mayor Silvestrini for being her good friend. Mayor Silvestrini showed everyone how to care for a whole city, not just a quarter of it.

1.3 Proclamation Honoring Jeff Silvestrini for His Exemplary Service to the People of Millcreek as a Community Leader and Millcreek's Founding Mayor

Mayor Jackson proclaimed:

WHEREAS, the Millcreek Council expresses gratitude to Jeff Silvestrini for his exemplary service to the people of Millcreek as a community leader and as Millcreek's founding mayor; and

WHEREAS, Jeff is a proud graduate of the University of Michigan and the University of Utah College of Law; and

***WHEREAS**, originally from Battle Creek, Michigan, Jeff practiced law in Salt Lake City and moved to Millcreek with his wife Leslie in 1987; and*

***WHEREAS**, Jeff and Leslie raised two amazing and charming daughters, Liz and Jill, in Millcreek; and*

***WHEREAS**, Jeff served as a member and Chair of the Mount Olympus Community Council for 24 years before Millcreek incorporated; and*

***WHEREAS**, Jeff successfully advocated for the citizen's initiative to incorporate Millcreek; and*

***WHEREAS**, Jeff was elected in 2016 as Millcreek's founding mayor and Millcreek was incorporated as a Utah Municipality on December 28, 2016; and*

***WHEREAS**, under Jeff's strong leadership, Millcreek master-planned and built a city center; improved roads; and added parks, trails, and open space, including Millcreek Common; and*

***WHEREAS**, Jeff shepherded the creation of the Millcreek Promise Program, which bridges divides, builds community, and lifts all boats in the City; and*

***WHEREAS**, Jeff brought distinction to Millcreek not only in his service as Mayor, but also for his long-time service on key regional boards including the Utah League of Cities and Towns, where he ultimately served as President; the Wasatch Front Regional Council, the Central Wasatch Commission, the Unified Fire Authority, the Unified Police Department, and the Council of Governments (Conference of Mayors), each of which he chaired at least one term during his tenure; and Saint Mark's Hospital. Through this representation, Jeff will be remembered as giving Millcreek a strong voice in the region, enabling the City to lead on important regional issues and earning the deep respect of elected officials at the regional, state, and federal levels; and*

***WHEREAS**, Jeff demonstrated resolve and moral courage in advocating for affordable housing, the rights of immigrants, the dignity of Utahns experiencing homelessness, and the shared responsibility we have as Millcreek to welcome all who live, work, play, and pray here; and*

***WHEREAS**, Jeff had an outsized role in shaping the executive leadership and staff of Millcreek through his work ethic, trust, support, and principled leadership; and*

***WHEREAS**, Councilmember Silvia Catten wanted to share these words to honor Mayor Jeff Silvestrini:*

Mayor Silvestrini led with intelligence, discernment, and a whole lot of heart. His altruistic spirit will have a lasting impact on Millcreek.

***WHEREAS**, Councilmember Thom DeSirant wanted to share these words to honor Mayor Jeff Silvestrini:*

Mayor Silvestrini's leadership laid the foundation for Millcreek as a city and motivated residents like myself to become actively involved in serving our community. Beyond being a great mayor, he has been an incredible mentor and friend, and I cannot thank him enough.

***WHEREAS**, Councilmember Cheri Jackson wanted to share these words to honor Mayor Jeff Silvestrini:*

I can't begin to thank Mayor Silvestrini for his service to Millcreek, not only as our first Mayor but also through incorporation and for many years before that on the Mount Olympus Community Council. He has committed his all to ensure our city is on solid footing and to make sure all Millcreek residents felt included and valued.

WHEREAS, Councilmember Bev Uipi wanted to share these words to honor Mayor Jeff Silvestrini:

It has been an honor and joy to work with Jeff over the past 20 years. While his compassion, leadership, and love for Millcreek will be deeply missed, we wholeheartedly support his decision to focus on his priorities – Leslie and his family.

NOW, THEREFORE, BE IT PROCLAIMED that the Council, on behalf of the people of Millcreek, expresses deep appreciation and heartfelt gratitude to Jeff Silvestrini for his extraordinary dedication and numerous accomplishments while serving as a community and regional leader, and as Millcreek's founding mayor.

Council Member Catten moved to take a recess. Council Member Uipi seconded. Mayor Jackson asked for the vote. Council Member Catten voted yes, Council Member Uipi voted yes, Council Member DeSirant voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

Council Member Uipi moved to come out of recess. Council Member DeSirant seconded the motion. Mayor Jackson asked for the vote. Council Member Uipi voted yes, Council Member DeSirant voted yes, Council Member Catten voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

1.4 Utah PTA Centennial Celebration Proclamation

Mayor Jackson proclaimed:

WHEREAS, The Utah Parent Teacher Association (Utah PTA) has led locally, regionally, and nationally in supporting family engagement and advocating on behalf of all children and families; and this centennial year provides an opportunity to reflect on its many accomplishments and celebrate 100 years as a powerful voice for children, a trusted resource for parents, and a strong advocate for public education; and

WHEREAS, Utah PTA has been instrumental in establishing programs and services that improve children's lives, including—but not limited to—defending public education and ensuring stable funding by opposing voucher efforts, advancing parent and family engagement, creating kindergarten with full day options, promoting child-labor laws and public-health services, supporting hot-and-healthy lunch programs, strengthening the juvenile-justice system, protecting and ensuring growth of Public Trust Lands that benefit Utah school children, promoting arts in education, and championing school safety; and

WHEREAS, The founders of the Parent Teacher Association, Phoebe Apperson Hearst and Alice McLellan Birney, together with Selena Sloan Butler, founder of Georgia's Congress of Colored Parents and Teachers, were visionary women of imagination and

courage who broke through the barriers of their time to improve the lives of children and families, leaving a legacy that continues to inspire action today; and

WHEREAS, *These remarkable leaders shared a simple yet profound idea—to improve the lives and futures of all children; and though our nation has changed, that vision endures as PTAs continue to keep it alive; and*

WHEREAS, *Founded in Washington, D.C., as the National Congress of Mothers, the Parent Teacher Association marked its 128th anniversary on February 17, 2025; and since its inception in 1897, the organization has steadfastly advocated for the education, health, safety, and well-being of all children, earning the appreciation and recognition of the public; and*

WHEREAS, *In October 1925, at the annual convention of the Utah Education Association, Margaretta Reeves, President of the National Congress of Parents and Teachers, officially invited the Utah Mother’s Congress to join the national organization. Accepting this invitation, Utah became the Utah Congress of Parents and Teachers, with Lucille Young Reid as its first President—marking a new era of parent and family engagement in Utah; and*

WHEREAS, *Today, Utah PTA is the largest volunteer child-advocacy organization in Utah, uniting parents, caregivers, grandparents, educators, and other caring adults in a shared mission to make every child’s potential a reality; and*

WHEREAS, *for a century, Utah PTA has left a lasting impact on schools, families, and communities across the state by fostering leadership, empowering voices, and ensuring that generations of children have benefited from stronger educational opportunities, healthier environments, and a greater sense of belonging.*

NOW, THEREFORE, *I, Cheri Jackson, Mayor of Millcreek, do hereby proclaim November 2025 as **Utah PTA Centennial Celebration Month**, and I encourage all Utah residents to join in celebrating this milestone and to support PTA by joining a local PTA or PTSA in reaffirmation of the commitment to Make Every Child’s Potential a Reality.*

1.5 Public Comment

Laura Anderson submitted an online comment, “Dear Millcreek City Council and Planning Commission, I’m writing as a paraglider pilot of five years and the current Secretary of the Utah Hang Gliding and Paragliding Association (UHGPGA). For many years—likely decades—pilots have safely used the grassy fields at Eastwood Elementary as a landing zone for flights from Grandeur Peak and other Wasatch Front sites. In the Salt Lake Valley’s dense urban environment, open greenspaces suitable for safe landings are extremely rare. Eastwood’s fields provide a crucial and safe option in an area surrounded by homes, trees, and power lines. Pilots have long respected agreements with the school, avoiding use during school hours and community events. If Eastwood Elementary is closed, I strongly urge the City of Millcreek to preserve the property as public greenspace—whether as a park or open recreation field. The site provides not only a safety resource for the free-flight community but also an irreplaceable patch of green in our growing city, serving residents, students, and visitors alike.

Thank you for considering the lasting community value of this property”

Laura Renshaw, Millcreek Library, spoke about homework help that is being offered by the library to help kids with their homework until midnight on weekdays. It is a work in progress but is going well. She asked the city council to keep the library in mind.

Kristi Soffe, a local business owner in the Meadowbrook area, said their business has been on the corner of 3900 S and 500 West for forty years. They are concerned about the plan to build bike paths in the area and eliminating traffic. A plan with increased walking traffic could be a safety issue and losing road access would be detrimental to her business. They feel like it would be a regulatory taking of their property, how does the city intend to handle this, would the city be willing to buy their property for fair market value, what do they do about their customer recognition of 50 years? They think that the businesses in the area need more consideration.

2. Planning Matters

2.1 Discussion and Consideration of Ordinance 25-48, Adopting the Meadowbrook Station Area Plan as an Element of the Millcreek Together General Plan

Sean Murray said the plan does focus on residential uses but if someone changes the use on their property, it does not take away existing uses, but if someone wanted to change the use of their property, they must follow the city code for the area. Council Member Catten said she is familiar with the Soffe business. In the process of this area plan there were other businesses that had come to some of the meetings with their concerns. The council did take those concerns into consideration. This plan is a guideline for turnover in the future, mainly for transit. Council Member Catten asked the business owners to email her if they need help.

Council Member DeSirant moved to adopt Ordinance 25-48, Adopting the Meadowbrook Station Area Plan as an Element of the Millcreek Together General Plan. Council Member Catten seconded. Council Member Catten asked Mr. Murray if Millcreek decides to alter the Millcreek Together Plan if this would be affected. Mr. Murray said he thought it might be affected but that was a better question for the city legal team. Council Member Catten said that this plan was done with South Salt Lake City, and she would hate to change things and mess up the South Salt Lake Plan. Mr. Murray said the ordinance is for the Millcreek side and that it does not necessarily affect the other city. Council Member DeSirant said that this plan does not mean the city is going to swoop in and take land. Mayor Jackson said that it is not set in stone, these plans are always changing, they want to be protective of the businesses that are serving the community. **The Deputy Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.**

3. Financial Matters

3.3 Public Hearing to Consider a Monetary Contribution of Up to \$10,000 for the Promise Program Winter Clothing Drive

This item was reordered and moved to item 3.1. Lisa Dudley, Finance Director, said that for this appropriation to happen a budget amendment must take place. Mr. Winder said

that the winter clothing drive will also have a QR code so people can donate in that way as well.

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

Mayor Jackson said that the monetary donations option was created to fill in the gaps for items that have not been donated. Perhaps there were many coats donated but they could use more socks, the funds could be used to buy items that were not donated but still useful.

There were no public comments.

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

3.4 Discussion and Consideration of Ordinance 25-47, Approving a Monetary Contribution of Up to \$10,000 for the Promise Program Winter Clothing Drive

Ms. Dudley explained that this ordinance approves of the monetary contribution to the Promise Program of up to \$10,000.

Council Member Uipi moved to approve Ordinance 25-47, Approving a Monetary Contribution of Up to \$10,000 for the Promise Program Winter Clothing Drive. Council Member DeSirant seconded. The Deputy Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

3.1 Public Hearing to Consider Amending the Fiscal Year 2025-2026 Budget

Ms. Dudley said that two funds have suggested budget amendments. This has to do with the Promise Program and Ordinance 25-47. There was one miscellaneous expenditure to track the non-cash contribution of a mural costing \$10,000. Then the other item was for \$10,000 to the Promise Program for the winter clothing drive. Council Member DeSirant said that after a decade there will be sidewalks on 700 East. This is a major program that the council initiated to have safe streets for kids. Ms. Dudley said there are also changes to the fee schedule.

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

There were no comments.

Council Member DeSirant moved to close the public hearing. Council Member Uipi seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council

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

3.2 Discussion and Consideration of Ordinance 25-46, Amending the Fiscal Year 2025-2026 Budget

Council Member DeSirant moved to approve Ordinance 25-46, Amending the Fiscal Year 2025-2026 Budget. Council Member Catten seconded. The Deputy Recorder called for the vote. Council Member DeSirant voted yes, Council Member Catten voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

4. Business Matters

4.1 Discussion and Consideration of Resolution 25-39, Adopting the First Amendment to the Millcreek Non-Benefited Employee Handbook – First Edition

Lisa Dudley explained the changes that were made to the non-benefited employee handbook by removing a sentence about travel time for assignments within 50 miles of city hall. The update clarifies that regular commute time from home to work or after the workday is not counted as work time.

Council Member DeSirant moved to approve Resolution 25-39, Adopting the First Amendment to the Millcreek Non-Benefited Employee Handbook. Council Member Uipi seconded. The Deputy Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

4.2 Discussion and Consideration of Resolution 25-40, Adopting the Second Amendment to the Millcreek Employee Handbook – Fourth Edition

Council Member DeSirant moved to approve Resolution 25-40, Adopting the Second Amendment to the Millcreek Employee Handbook. Council Member Catten seconded. The Deputy Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

4.3 Discussion and Consideration of Resolution 25-41, Advising and Consenting to the Mayor's Appointment of a Treasurer

Mayor Jackson said she has been acting as treasurer as for the last four years but cannot act in both capacities as Mayor. Council Member Catten has been the backup in the past. Council Member Catten will become the new treasurer.

Council Member Uipi moved to approve Resolution 25-41, Advising and Consenting to the Mayor's appointment of Silvia Catten as Treasurer. Council Member DeSirant seconded. The Deputy Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

5. Reports

5.1 Mayor's Report

Mayor Jackson reported that she went to the Otherside Village along with other local elected leaders and organizations. There was a "Lights on After School" event on Halloween. Mayor Jackson and Building Director Jim Hardy attended a Wildland Urban Interface meeting. Mayor Jackson spoke about holding a public comment period on it in January, but the map has to be adopted in December. Mr. Winder said once the map is adopted it can be tweaked or changed after it has been adopted. Mayor Silvestrini and Mayor Jackson attended the Churchill Elementary award ceremony.

5.2 City Council Member Reports

Council Member DeSirant said he attended four of the lights on after school events, and a Granite School District luncheon to answer questions about the potential elementary school closures and to give Granite School District their opinion on their lack of notice for school closures and how they conduct themselves. There are great volunteers in Millcreek. Council Member DeSirant gave public comment at the County Council meeting regarding closing the Millcreek Community Center Daycare. Council Member Catten commented on the closure of the Millcreek daycare. The closure has been extended until May 31, 2026. That building will be empty when it closes. Council Member Catten said she did not believe that the city was able to take it over and run it, but she wants it to be used to help families and children in the future. William Penn Elementary held a reunification drill. A reunification drill is to plan for some kind of event where parents and staff practice meeting up with their children after a simulated event. Council Member Uipi thanked her City Council colleagues and city staff who answered questions about elections, and the people in District 4 who helped her get re-elected. Council Member Catten noted there is an open spot on the City Council for District 3, the application is on the website. State law requires that the Council fill the opening within thirty days.

5.3 Staff Reports

There were no staff reports.

6. Consent Agenda

6.1 Approval of October 27, 2025 Work Meeting and Regular Meeting Minutes

Council Member DeSirant moved to approve the October 27, 2025 Work Meeting and Regular Meeting Minutes. Council Member Catten seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

7. New Items for Subsequent Consideration

There was none.

7. Calendar of Upcoming Meetings

- Historic Preservation Commission Mtg., 11/13/25, 6:00 p.m.
- Planning Commission Mtg., 11/19/25, 5:00 p.m.
- City Council Mtg. 11/24/25 7:00 p.m.

8. Closed Session

Council Member Catten moved to go into closed session per Utah Code 52-4-205(f) for discussion regarding deployment of security personnel, devices, or systems at 8:31 p.m. Council Member Uipi seconded the motion. The Deputy Recorder asked for the vote. Council Member Catten voted yes, Council Member Uipi voted yes, Council Member DeSirant voted yes, and Mayor Jackson voted yes.

Council Member Uipi moved to go back into open meeting at 8:38 p.m. Council Member DeSirant seconded the motion. Mayor Jackson asked for the vote. Council Member Uipi voted yes, Council Member DeSirant voted yes, Council Member Catten voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 8:38 p.m. Council Member DeSirant seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

APPROVED: _____ Date
Cheri Jackson, Mayor

Attest: _____
Elyse Sullivan, City Recorder



**Minutes of the
Millcreek City Council
November 18, 2025
5:10 p.m.
Emergency Meeting**

The City Council of Millcreek, Utah, met in an emergency meeting on November 18, 2025, at City Hall, located at 1330 E. Chambers Avenue, Millcreek, UT 84106.

PRESENT:

Council Members

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

City Staff

Francis Lilly, Assistant City Manager
Elyse Sullivan, City Recorder
Kurt Hansen, Facilities Director
John Brems, City Attorney

Attendees: None

TIME COMMENCED: 5:04 p.m.

Mayor Jackson called the meeting to order.

1. Acknowledging Prior Approval of Holding Emergency Meeting

Mayor Jackson noted the whole council approved of the meeting via email or verbal response earlier that day.

2. Closed Session Per Utah Code Ann. §52-4-205(c) Strategy Sessions to Discuss Pending or Reasonably Imminent Litigation

Council Member Catten moved to go into closed session per Utah Code Ann. §52-4-205(c) Strategy Sessions to Discuss Pending or Reasonably Imminent Litigation at 5:04 p.m.

Council Member DeSirant seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

Council Member DeSirant moved to end the closed session at 5:10 p.m. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 5:11 p.m. Council Member Catten seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

APPROVED: _____ Date
Cheri Jackson, Mayor

Attest: _____
Elyse Sullivan, City Recorder

DRAFT



**Minutes of the
Millcreek City Council
November 24, 2025
5:00 p.m.
Meeting**

The City Council of Millcreek, Utah, met in a public meeting on November 24, 2025, at City Hall, located at 1330 E. Chambers Avenue, Millcreek, UT 84106. The meeting was recorded for the City's website.

PRESENT:

Council Members

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

City Staff

Mike Winder, City Manager
Elyse Sullivan, City Recorder
Kurt Hansen, Facilities Director
John Brems, City Attorney
Rita Lund, Communications Director
Jim Hardy, Building Services Director
Aimee McConkie, Events Director
Kayla Mayers, Promise Program Director
Francis Lilly, Assistant City Manager

Attendees: Chief Petty-Brown, Amber Measom (electronic), Linda Zenger, Ian Wright, Leslie Moss, Matthew Gardner, Michael Gura, Nathan Gibby, Patti Hession, Nicole Handy, Rick Hansen, Garrett Handy, Todd Zenger, Alisha Archibald, Andrei Taran, S. Hession, Darlene C.

WORK MEETING – 5:00 p.m.

TIME COMMENCED: 5:03 p.m.

1. Pledge of Allegiance

Mayor Jackson called the meeting to order and led the pledge of allegiance. She thanked the applicants for applying.

Elyse Sullivan explained the appointment process for the evening. Each candidate would introduce themselves, there would be a question and answer period, and then each candidate could provide a closing statement before the council deliberated and voted on the appointment.

2. Interviews and Consideration of Council District 3 Candidates

Each of the candidates introduced themselves, then they were interviewed by the council in the following order: Amber Measom (participating electronically), Linda Zenger, Ian Wright, Leslie Moss, Matthew Gardner, Michael Gura, Nathan Gibby, Patti Hession, and Nicole Handy.

Amber Measom

The council asked about housing affordability strategies and ensuring they align with established character of the neighborhood, balancing neighbor's concerns while moving forward for the long term health of the city, what changes the city should make, how to prioritize infrastructure improvements, what infrastructure priorities has she submitted to the city through her time on the community council, how she would handle professional or expert advice from staff that conflicts with her beliefs, and to provide an example of a time where she handled an unpopular decision and her role/the outcome.

Amber Measom talked about executing smart and strategic growth to maintain character, collaboration with the neighbors and developers to find a resolution through understanding, more clarity on events and better communication, creating safe and efficient routes in and out of the city, safe pedestrian access to the city center, listening and trying to understand advice before making decisions, and when faced with school closures she has tried to educate herself on the issue and be open minded.

Linda Zenger

The council asked about three important things the city can do about the pressure of housing density and affordability, what events she has attended and any feedback for administration, a hypothetical situation in demolishing a historic home for a larger home that blocks views, how to strengthen community oriented policing and changes with Unified Police Department, how to handle a situation with residents divided on a topic, how she handled an unpopular decision, and how to handle advice from staff that conflicts with her beliefs.

Linda Zenger argued that consultation with the community was key and preserving single family neighborhoods, she attended the holiday tree lighting and would like to see live local talent (music) at that event, she hoped to protect old homes by putting them on a historic registry, she appreciated the police building relationships with the community, she would like the community to come together in meetings to bring solutions to find a majority opinion, she relayed a time when she upset someone's feelings in a board meeting and she apologized to the person after the meeting, and she would ask questions of staff to learn more about certain topics.

Ian Wright

The council asked about an example when he handled an unpopular decision and his role, how to handle a hypothetical situation in demolishing a historic home for a larger home that blocks views, how to support housing affordability while preserving the character and livability of neighborhoods, asked about decisions made as a member of the Planning Commission and any unintended consequences of those decision, events he has attended outside of the commission and feedback for administration, his time commitment to the council, how to handle professional staff advice that conflicts with his opinions, how to handle a complaint against a city employee, and what the city can do better.

Ian Wright described a work related example in preserving historic lands during the government shutdown and he listened to the stakeholders and was transparent in communications of action taken, if people are staying within code requirements then creative solutions can be made with the city and neighbors, steer the growth to be able to bring in a diversity of people, height in the city center and glowing signs on the building that stay on all night was unintentional, his workplace encourages community participation so he can make time for the council, in his workplace he ensured that his decisions remained impartial and not influenced by any enforcement actions taken by the organization, he would not make assumptions and work with the city manager and council about communications and help be part of the solution, and he would continue to focus on building community and keeping it vibrant.

Leslie Moss

The council asked how to handle a hypothetical situation in demolishing a historic home for a larger home that blocks views, how to handle a complaint against a city employee, how to handle a situation with residents divided on a topic, to summarize city events/meetings she has attended and any feedback, how to handle staff advice that conflicts with her opinions, how to balance competing viewpoints and make a decision that reflects fiscal responsibility and long term community needs, and important steps to address housing affordability.

Leslie Moss acknowledged property owner rights but considering neighbor's opinions, listen to the complainant and involve them in the solution and involve the supervisor of the employee, to make decisions in the city's long-term benefit, she enjoys shopping local on 3300 S and the art festival and events with food trucks, she acknowledged it was good to have conflict but also to listen and resolve it, try not to raise taxes by making small budget cuts where possible, and do not disrupt established neighborhoods and build density on corridors.

Matthew Gardner

The council asked about balancing growth with neighborhood character, asked where housing density could be added in District 3, summarize city events/meetings he has attended and any feedback, how to handle a hypothetical situation in demolishing a historic home for a larger home that blocks views, how to handle disagreements with residents when a proposed project benefits some but is deeply unpopular with others, what the city's top infrastructure priorities should be, about time commitments in joining the council, describe a time when he handled an unpopular decision, how to handle staff advice that conflicts with his opinions, and if he understood the city's policing and if he would like to see any changes with UPD.

Matthew Gardner said there is connectedness in Millcreek and criteria would be for people to be able to gather and if there is enough green space, allowing more tiny homes or accessory dwelling units and adding more transit to eliminate wasted parking lot space for redevelopment, he attended inauguration events and skating at Millcreek Common and would like to make people attending by themselves feel more connected, holding community meetings with affected residents to feel heard and work with developers to minimize impacts, he would talk with both parties together and find a middle ground, more walkability infrastructure and addressing storm drain issues by planting more native plants, his profession

provided flexibility for council time commitments, when he understands a solution he can better convince others of its merit with facts, communication is key – there is always middle ground, and he appreciates the shared resources and specialized units with UPD.

Michael Gura

The council asked about initiatives to address affordable senior housing, how he handled an unpopular decision and his role, how to handle a hypothetical situation in demolishing a historic home for a larger home that blocks views, how to accomplish something from his application – “the city should ensure equitable distribution of resources to our residents to create a high quality of life for all,” asked what the city could improve, and about his time commitment with the council.

Michael Gura acknowledged existing programs and services to connect seniors with, listen to people to find the root of the problem and look for solutions and tackle problems head on, he acknowledged property owner rights and looking for the highest and best use of the property, he wanted to continue supporting the Promise Program especially through the Business Council by reaching out to give a hand up, infrastructure aging issues with water main breaks and roadways so the city needs to keep improving and maintain it, and he has shown that he shows up for events.

Council Member Uipi moved to recess the meeting at 6:27 p.m. Council Member DeSirant seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

Council Member DeSirant moved to return to the meeting at 6:39 p.m. Council Member Uipi seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

Nathan Gibby

The council asked about his time commitment to the council, to summarize city events/meetings he has attended and any feedback, how to handle a hypothetical situation in demolishing a historic home for a larger home that blocks views, how to address conflict with city day-to-day operations, asked what improvements the city could make, how he handled an unpopular decision and his role, and if he could separate from his role with Millcreek Miracle.

Nathan Gibby noted he sets his own work schedule, he started “Canyon Rim is Community” to get neighbors involved in community projects, he described his involvement with the Millcreek Business Council, he would strike a balance with affected individuals and property owner/developer rights and abide by law, he would be an arbitrator and listen to the complainant and have them be part of the solution, the city can be better about engaging residents and getting them involved, he would have a dialogue and rationally reason with people and be transparent about an unpopular decision, and he would find someone to take over his other roles and lead the change.

Patti Hession

The council asked about how to handle a hypothetical situation in demolishing a historic home for a larger home that blocks views, how to handle a complaint about staff, how the city should obtain more green space, how she handled an unpopular decision and her role/the outcome, how to handle staff advice that conflicts with her opinions, how to personally define neighborhood character and what criteria to use to decide if a new project fits within it, asked what improvements the city could make, what strengths she would bring to the city council, and what is Millcreek's next big project.

Patti Hession acknowledged property owner rights and to exhibit sensitivity to affected neighbors, handling complaints seriously, taxes are inevitable when you are trying to accomplish better things, keeping cool and maintaining professionalism with upset people, she relayed an example of deciding which area would be better suited to rebuilding a school and maintaining professionalism, it is important to know your neighbors and do activities together, the city should be creative in drawing families to Millcreek and host events for single people to meet each other, she is known with the community and that brings trust, and bringing in new activities.

Nicole Handy

The council asked about balancing individual property rights with community impacts, three important things to address housing affordability, to summarize city events/meetings she has attended and any feedback, how to handle a hypothetical situation in demolishing a historic home for a larger home that blocks views, how to balance competing viewpoints with raising taxes and being able to provide services, asked what improvements the city could make, and an example of handling an unpopular decision and her role/the outcome in the situation.

Nicole Handy said listening and communicating decisions was important, the city is on the right track by allowing high density and owner-occupied policies but there was opportunity to work with other cities and organizations facing the issue, she supported the city's incorporation and participated in the first mayor campaign and events at Millcreek Common, she would learn from the other council members but would fall back on the law and rights of the property owner, looking at other ways to increase revenue such as by increasing business then looking carefully at the budget to make sure that services are needed and not just wanted, she is proud to live in Millcreek and would like to look at doing more in addressing infrastructure, and she touched on a time at Canyon Rim Academy in coming up with a hybrid solution.

The candidates then provided a closing statement as to why they should be appointed. The mayor and council thanked the candidates for their participation.

Council Member Catten expressed that she had hoped a clear choice would emerge during the selection process but found all applicants to be highly impressive. She appreciated learning about each candidate's background and community involvement, noting that several stood out as strong possibilities. She emphasized that even those not appointed should continue their

service, as their skills and dedication could greatly benefit the community in various roles, including volunteer opportunities. She encouraged applicants to remain engaged and even consider running for office in the future and acknowledged the difficulty she faced in choosing among such qualified individuals.

Council Member DeSirant remarked that the community is fortunate to have such an exceptional pool of talented applicants. He noted that while he initially expected to have a few clear top choices, the interviews far exceeded his expectations and highlighted the strengths each candidate could bring. He emphasized the value of the council's interview process in allowing members to better understand the applicants and encouraged everyone, those already engaged as well as those less involved, to remain active or become more involved in community programs, councils, and other local initiatives.

Council Member Uipi explained that the appointment process is inherently challenging due to the limited information available compared to an election, where candidates typically share websites, flyers, and endorsements. She relied primarily on applications and interviews, seeking specific examples that demonstrated key competencies such as leadership, conflict resolution, visibility in the community, communication, presentation skills, and teamwork. She noted that endorsements or additional feedback from people who had worked with applicants were helpful but not formally scored. She emphasized the importance of understanding how candidates listen and collaborate, whether individually or as part of a team. She acknowledged the strong pool of applicants and expressed appreciation for those who reached out to share more about themselves. She concluded by encouraging ongoing community participation, noting that the city benefits from the many talented individuals who step forward during moments like this.

Mayor Jackson noted that although she does not have a vote in the selection process, the decision feels especially meaningful because the applicants come from her own district. She expressed gratitude for knowing many of them personally and having worked with several over the years, while also appreciating the opportunity to learn more about those she had just met. She highlighted the thoughtfulness and insight reflected in all the applications. She emphasized that District 3 is rich with talented, dedicated residents, something reaffirmed by the strong pool of applicants. She thanked everyone for the time and effort put into the extensive questionnaire and interviews and expressed appreciation for those who participated despite scheduling challenges created by statutory deadlines and the holiday season.

Council Member Catten added that Cheri Jackson did a fantastic job as council member, and she was looking for someone who could fill the role and "hit the ground running." Mayor Jackson pointed out that District 3 represents three community council areas.

The City Recorder provided the council with paper ballots to vote for the appointee. The ballots unanimously reflected Nicole Handy as the winner.

Mayor Jackson acknowledged how difficult the selection decision was given the exceptional talent and genuine commitment demonstrated by all the applicants. She expressed deep appreciation for their contributions to the community and echoed the call for continued involvement. She emphasized that their voices, ideas, and passion significantly enhance the

city’s success and overall sense of community and encouraged them to remain engaged in shaping Millcreek’s future.

3. Discussion and Consideration of Resolution 25-42, Filling the Mid-Term Vacancy of Council District 3

Council Member Catten moved to approve Resolution 25-42, Filling the Mid-Term Vacancy of Council District 3 with Nicole Handy as the new council member. Council Member Uipi seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

4. Oath of Office; Council District 3 Appointee

The City Recorder administered the oath of office to Nicole Handy.

5. Calendar of Upcoming Meetings

- **Mt. Olympus Community Council Mtg., 12/1/25, 6:00 p.m.**
- **Millcreek Community Council Mtg., 12/2/25, 6:30 p.m.**
- **Canyon Rim Citizens Association Mtg., 12/3/25, 7:00 p.m.**
- **East Mill Creek Community Council Mtg., 12/4/25, 6:30 p.m.**
- **City Council Mtg. 12/8/25 7:00 p.m.**

The council discussed which community council meetings they would attend.

ADJOURNED: Council Member Handy moved to adjourn the meeting at 7:52 p.m. Council Member Catten seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

APPROVED: _____ **Date**
Cheri Jackson, Mayor

Attest: _____
Elyse Sullivan, City Recorder