



**PROCLAMATION  
NATIONAL CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, our children are our most valuable resources and will shape the future of Millcreek; and

**WHEREAS**, childhood trauma, including abuse and neglect, is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

**WHEREAS**, childhood trauma can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

**WHEREAS**, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

**WHEREAS**, communities must make every effort to promote programs and activities that build strong children and families; and

**WHEREAS**, we acknowledge that we must work together as a community in partnership to build awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

**WHEREAS**, prevention remains the best defense for our children and families.

**NOW, THEREFORE**, I, Cheri Jackson, Mayor of Millcreek, do hereby proclaim April as NATIONAL CHILD ABUSE PREVENTION MONTH in Millcreek and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

**ADOPTED** this 13<sup>th</sup> day of April 2026 in Millcreek, Utah.

By:

Attest:

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**Cheri Jackson, Mayor**

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**Elyse Sullivan, City Recorder**



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ZM-26-004

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## **CITY COUNCIL STAFF REPORT**

(First Reading)

**Date:** April 13, 2026  
**Re:** Rezone, Development Agreement and Zone Condition.

**Property Address:** 815 East Scott Avenue  
**Zone:** From: R-1-6, To: R-4

**Applicant:** Eric Bluth  
**Prepared By:** Brad Sanderson, AICP

**Scope of Decision:** Discretionary. This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Millcreek Planning Commission. Your consideration can be broad in scope; however, your decision should consider prior adopted policies, especially the Millcreek General Plan.

### **REQUEST AND SYNOPSIS**

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Eric Bluth (Applicant) has filed an application seeking approval to rezone 0.40 acres (17,420 sqft) of property generally located at 815 East Scott Avenue from the Residential R-1-6 Zone to the Residential R-4 Zone. The application includes the consideration of a development agreement for the purpose of limiting the density of the property to two residential buildings (four total units), creating individual ownership, establishing easement, and setting forth other site and architectural design criteria.

A zone condition is also being suggested as a means to control the use and density of the property long past the terms of the development agreement.

### **FINDINGS:**

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1. The property is approximately 0.40 acres (17,424 square feet) in size and is triangular in shape due to the abutting Millcreek waterway.
2. According to the City Future Land Use Map as contained within Millcreek's General Plan, the property is designated as 'Neighborhood 2', which would allow "single-family, detached homes, on smaller lots, duplexes, triplexes, townhomes and smaller multifamily buildings". Missing middle housing typically ranges "between 6-18 units per acre." (see General Plan, pg. 17)
3. The 'Neighborhood 2' land use is intended to 1) "provide residents with a mix of housing options and density within close proximity to services and amenities" and 2) "May serve as a transition between single-family neighborhoods and higher density corridors or centers. (see General Plan, pg. 17)

4. The R-4 Zone requires a minimum 60-foot-wide lot/parcel width or frontage and further requires one 3,250 square feet of gross land area for each dwelling for two household dwelling types. If approved and without any restrictions, the R-4 Zone would allow 5.3 dwelling units on 0.40 acres of property.
5. As it pertains to building setbacks within proximity to stream beds (including intermittent), gullies, flood channels, flood plains, areas of springs, seeps and surface water, 1) “Buildings setbacks shall be no less than 50 feet from the top edge of a stream bank or a high-water line of a perennial stream. and, 2) “Building setbacks shall be no less than 50 feet from a gully, flood channel, spring, or any other surface water feature, unless otherwise specified by Title 14 or supported through a geotechnical report. Millcreek Code § 18.61.080.C.1
6. The property width is approximately 170 feet wide, however, due to the increased setback along the stream, the building envelop is greatly reduced and limited to the westerly portion of the property. resulting in limited frontage along Scott Avenue.
7. By comparison, R-2 Zone would allow two duplexes (four units) on the property however, due to the setback from the top edge of a stream bank or a high-water line of the creek, the buildable width & depth are substantially reduced causing an undesirable buildable are for most types of residential structures.
8. By comparison, the R-1 Zone would allow two single family owner-occupied structures, each of which could include an Accessory Dwelling Unit, (ADU).
9. The applicant held a neighborhood meeting on February 9<sup>th</sup> at the Granit Library; however, Staff was not in attendance.
10. Millcreek collected traffic data for Scott Avenue in July 2022 and more recently between January/February 2026. The summary of this data is as follows:
  - a. The 2022 data shows there were 490 Average Daily Trips (ADT), with 35 a.m. and 51 p.m. trips generated during peak hours (7-8am and 5-6pm). The 85<sup>th</sup> percentile speed was 29-30 mph.
  - b. The 2026 data shows there were 401 average daily trips, with 42 a.m. and 61 p.m. trips generated during peak hours. The 85<sup>th</sup> percentile speed was 27-29 mph.
11. According to the Highway Capacity Manual published by the Transportation Research Board, a local roadway such as Scott Avenue has the capacity for 400 to 600 trips per hour per lane. These numbers suggest Scott Ave is operating at approximately 10-15% of maximum operating capacity during the peak hour.
12. The ITE Trip Generation Manual estimates 8-10 daily trips generated per single family dwellings verses 12-19 daily trips generated for each duplex. Peak hour trips are estimated at 12 to 15% of the daily trip count.
13. If approved, the applicant(s) will still need to obtain further site plan and/or subdivision approval.
14. If an R-4 Zone is to be considered, Millcreek Staff has discussed with the Applicant about entering into a development agreement with the city to ensure certain “guardrails” beyond the limits of the underlying zone, to help alleviate impact and promote neighborhood compatibility, (see recommendations).
15. The following General Plan Goals and Strategies may apply to this application:
  - *Goal N-1 - **Strategy 1.3:** Identify neighborhood natural features such as trees, waterways, and open spaces, and incorporate them into project design. Include outdoor amenities in new development and redevelopment projects such as trails, outdoor dining areas, and plazas.*
  - *Goal N-1 - **Strategy 1.5:** Ensure that new infill development is compatible with existing neighborhoods by regulating structure sizes and heights; building forms and materials; yard setbacks; streetscape character; height and bulk transitions; buffering; and other factors.*
  - *Goal GP-1 - **Strategy 1.2:** Design buildings and streetscapes that are attractive to create a more inviting atmosphere for pedestrians.*

- *Goal O-1 **Strategy 1.1:** Strive for a maximum 10-minute walk or 1/2 mile distance from most homes and businesses to the nearest trail, open space area, or park.*

## CONCLUSIONS:

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1. The adopted Future Land Use Map, seems to support the zone change as it suggests a 'Neighborhood 2' or slightly higher residential development which could evolve over time, allowing single-family detached homes on smaller lots, as well as duplexes, triplexes, townhomes and smaller multifamily buildings.
2. It is both common and generally a good practice for cities to allow and even promote higher density residential uses near parks, trails and other common spaces.
3. Based on the current R-1-6 zoning of the property, and the lot size and frontage of the property, the applicant is entitled to have two single-family homes, each of which has the potential to have Accessory Dwelling Units (ADU's).
4. It is estimated that two duplexes will represent a negligible increase in traffic impact to Scott Avenue.
5. The proposed R-4 Zone could allow for many additional units, depending on layout and design, however if the development of the property were to be subjected to a development agreement, zone condition(s), and possible deed restriction(s), the development of the property could be limited to certain ideal uses, densities, layout, design, and owner occupancy, many of which align with the goals and strategies of the General Plan while minimizing adverse impact to the surrounding neighborhood.

## RECOMMENDATIONS:

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Based on the findings and conclusions listed above;

Staff recommends that the City Council take comments at a public hearing and approve rezone 0.40 acres of property located at 815 East Scott Avenue from the R-1-6 Zone to the R-4 Zone, subject to a development agreement containing the following terms:

- a. **Use** - The development shall be limited to two duplex buildings, not to exceed four total units.
- b. **Owner Occupancy** - The Property shall be subdivided through a subdivision plat to create a "for sale" product making each unit available for individual ownership. Furthermore, each unit shall be "deed restricted" to ensure ownership for a minimum period of 5 years from the date of the recordation of this agreement.
- c. **Landscaping** – Areas located along the creek shall be revegetation with native with natural seed mix and other perennials as approved by Millcreek Staff. Trees previously removed shall be replaced in accordance with the tree preservation standards as specified by MKZ 18.64.040. and as recommended by a third-party licensed Arborist. The location of such trees shall be primarily located along the east and west property lines. In addition to the tree replacement standards, street trees shall be planted approximately every 40 linear feet along the Scott Avenue right-of-way.
- d. **Easement** – The plat shall include a 10 wide public utility easement parallel to and abutting the Scott Avenue right-of-way. The plat shall also include a stream maintenance and trail access easement parallel to and abutting the Millcreek waterway.

- e. **Design** - In addition to the standards contained within the R-4 Zone, all buildings shall be designed and constructed to resemble the character of a single-family structure. All habitable structures shall include the following design elements:
- i. Minimum 60 square foot front porches accessed from the primary entrance of each unit.
  - ii. Minimum 50% of the front façade shall be living space.
  - iii. Subservient garages (5 feet behind the front porch or façade of the living space) and/or garages shall be located to the side or rear of the residential structure.
  - iv. Only one front door per building is allowed to face the public right of way.
  - v. Minimum 5:12 roof pitches
  - vi. Exterior materials shall be naturally colored and limited to traditional brick, stone, fiber cement siding. Stucco may be used as an accent material and shall not exceed twenty-five percent (25%) of the exterior facade.

The Millcreek Planning Commission held a public hearing on March 18, 2026. Upon receiving public comment and considering the proposal, Commissioner Lofgren moved to recommend approval of file number ZM-25-003, to the city council to remove an existing zone condition [pertaining] to single family uses, rezone 0.40 acres of property located at 815 East Scott Avenue from the R-1-6 zone to the R-4 zone, and subject the property to a development agreement with certain terms per any of the use and density, ownership, landscaping and building design, as presented; [and include] reduce the porch to a minimum of 60 square feet, limit the stucco to 25%, and subject to a review of the cutting down of trees and recommendation by an arborist. Commissioner Reid seconded - **The motion passed unanimously.**

## SUPPORTING DOCUMENTS

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- Zoning Map
- Land Use Map
- Proposed Site Plan
- Proposed Elevations
- 2022 & 2026 Traffic Count Tables
- Applicant's Letter of Intent and Neighborhood Meeting Summary
- 3/3/26 Open House Comments
- Proposed Development Agreement

# Zoning Map



700 E

RM/zc

R-2-6.5

RM

R-1-6

R-1-6

R-1-6

C/zc

Shady Tree Ct

3375 S

RM/zc

Shady Lake Dr

Shady Lake Dr

700 E

700 E

R-1-6

R-1-6

Subject Property

Brookview Ln

900 E

900 E

R-4-

Scott Ave

Scott Ave

Scott Ave

Scott Ave

700 E

R-2-6.5

R-1-6

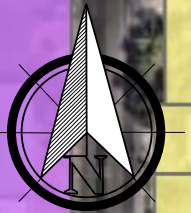
MD-3

900 E

R-4-8.

Michael

# Land Use Map



Shady Tree Ct

3375 S

Shady Lake Dr

Shady Lake Dr

Neighborhood 2

Subject Property

Brookview Ln

Scott Ave

Scott Ave

Scott Ave

Scott Ave

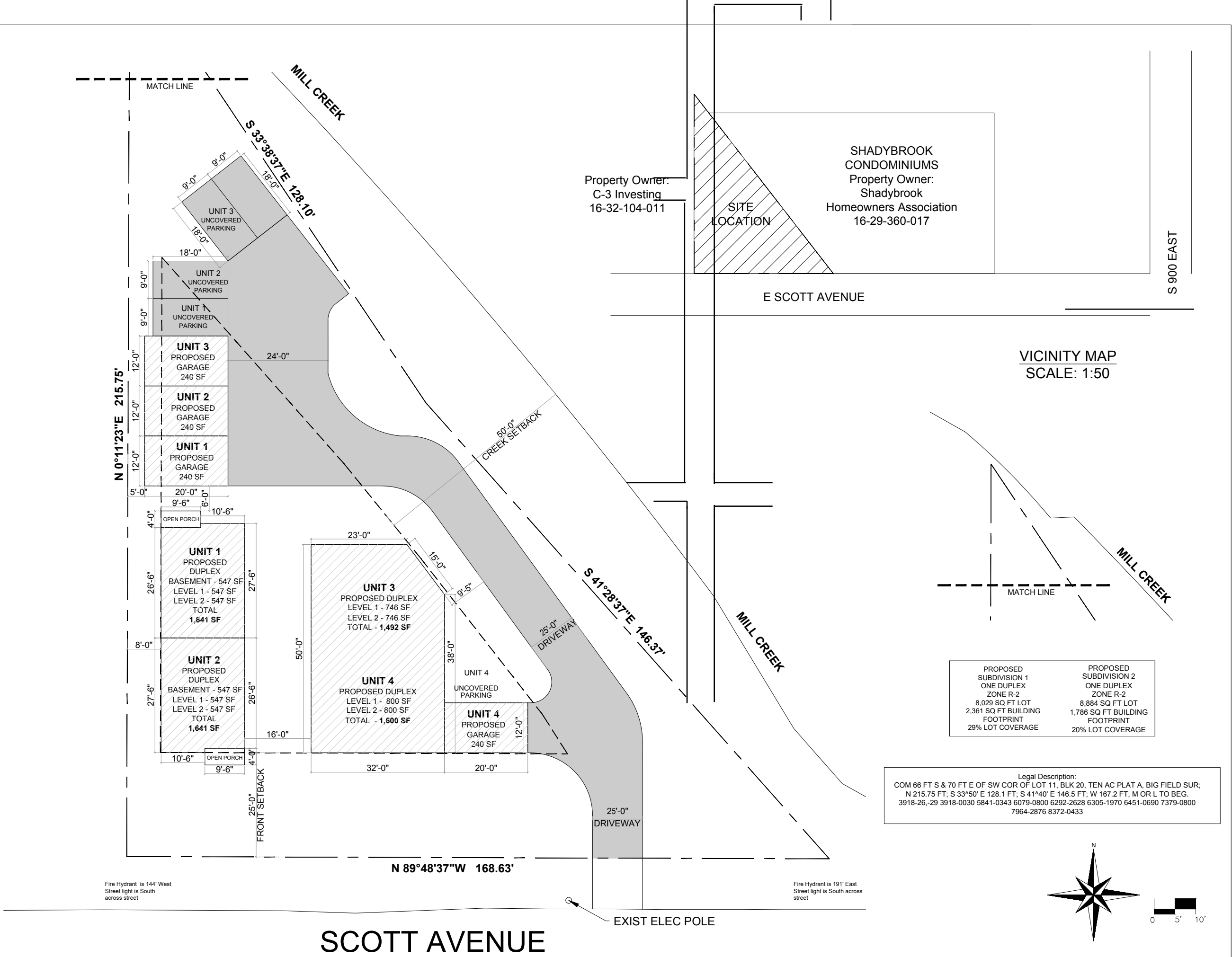
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| DATE                                                                                                                                                                                                                                                                    |  |
| FEBRUARY 23, 2026                                                                                                                                                                                                                                                       |  |
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SCALE 1:10

PROPOSED  
SITE PLAN

L-1















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SALT LAKE COUNTY

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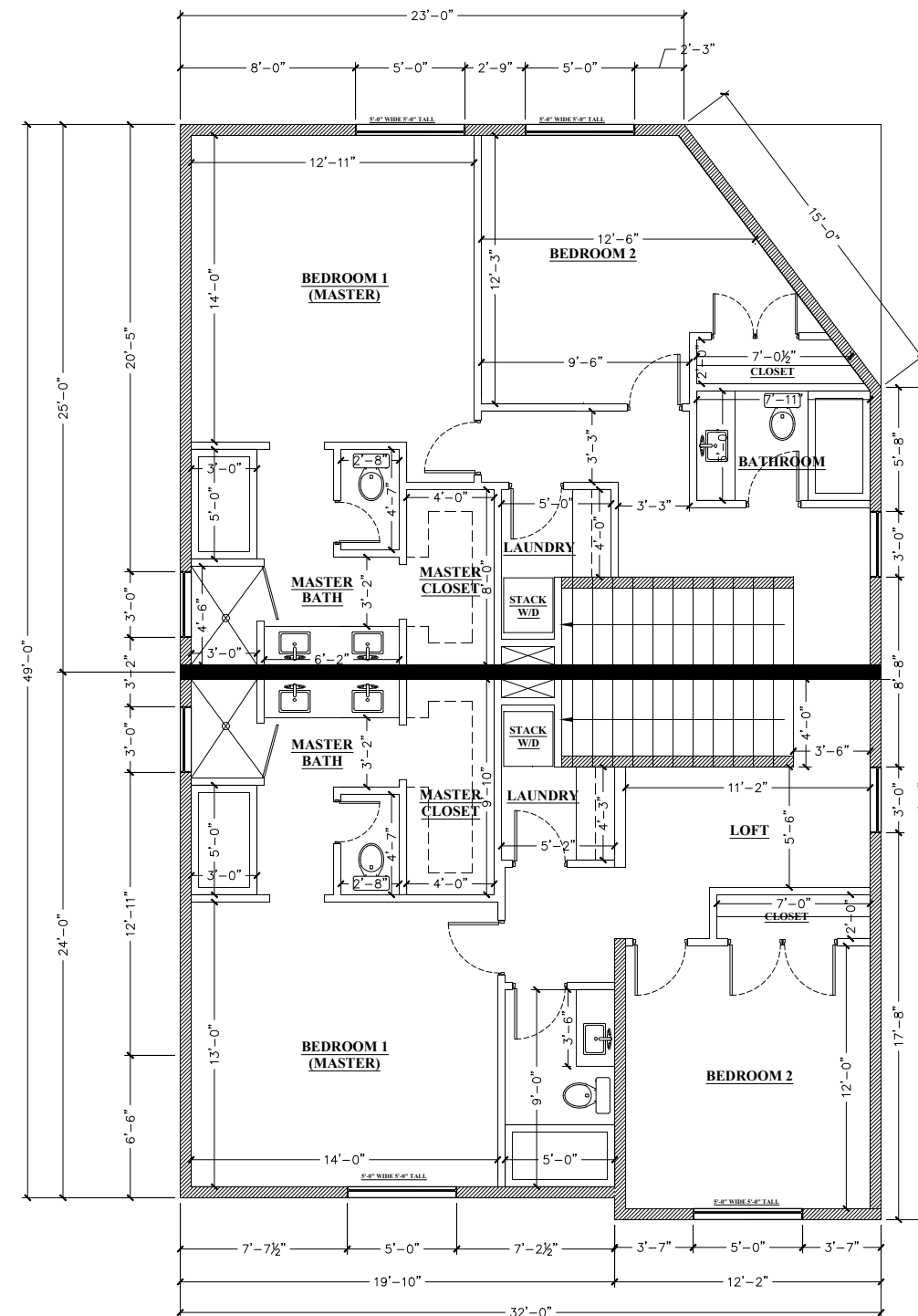
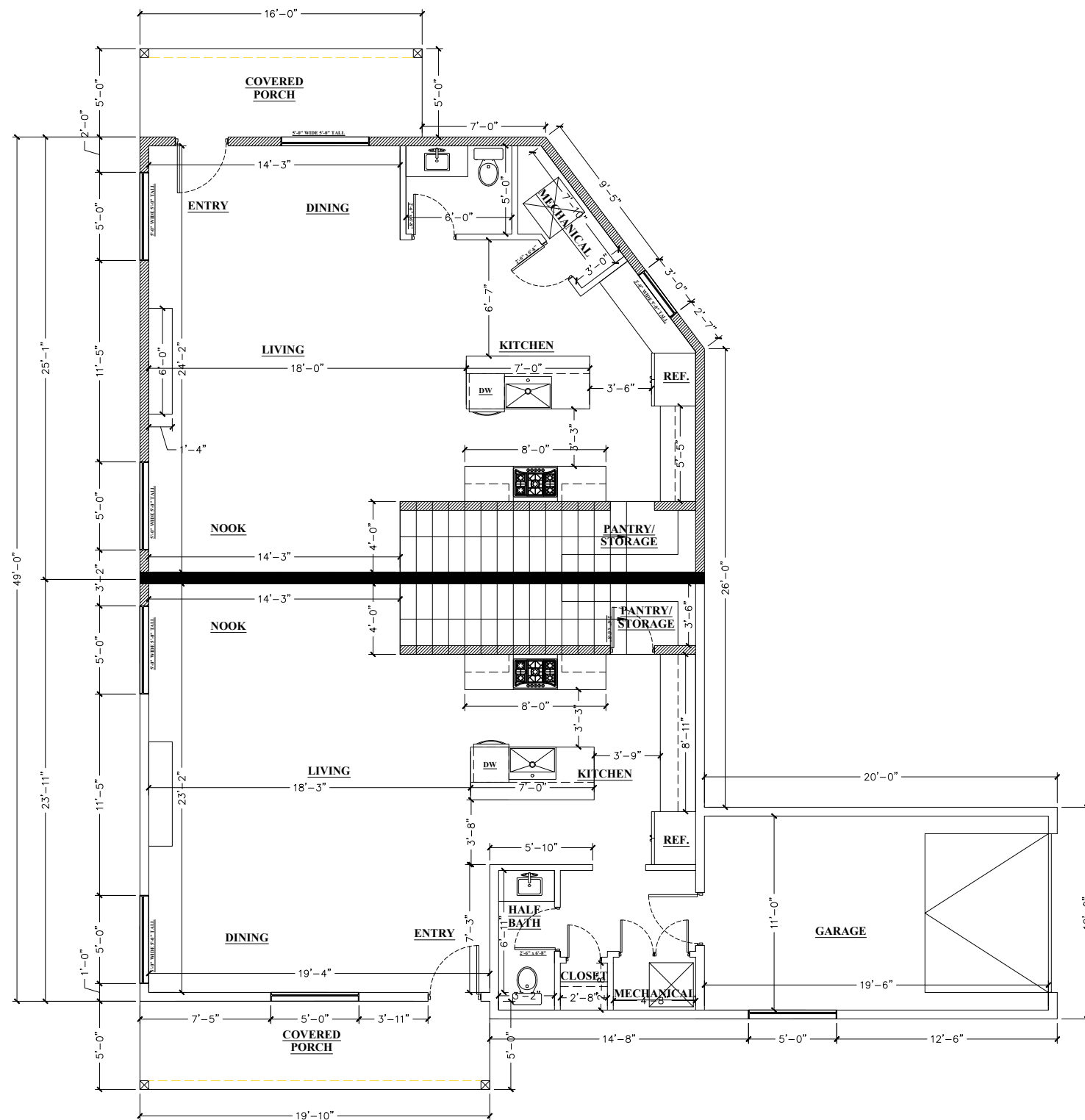
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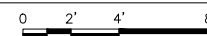
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BASEMENT  
FLOOR PLAN

SHEET NO.  
**A-100**



**FLOOR PLANS**

1/4" = 1'-0"



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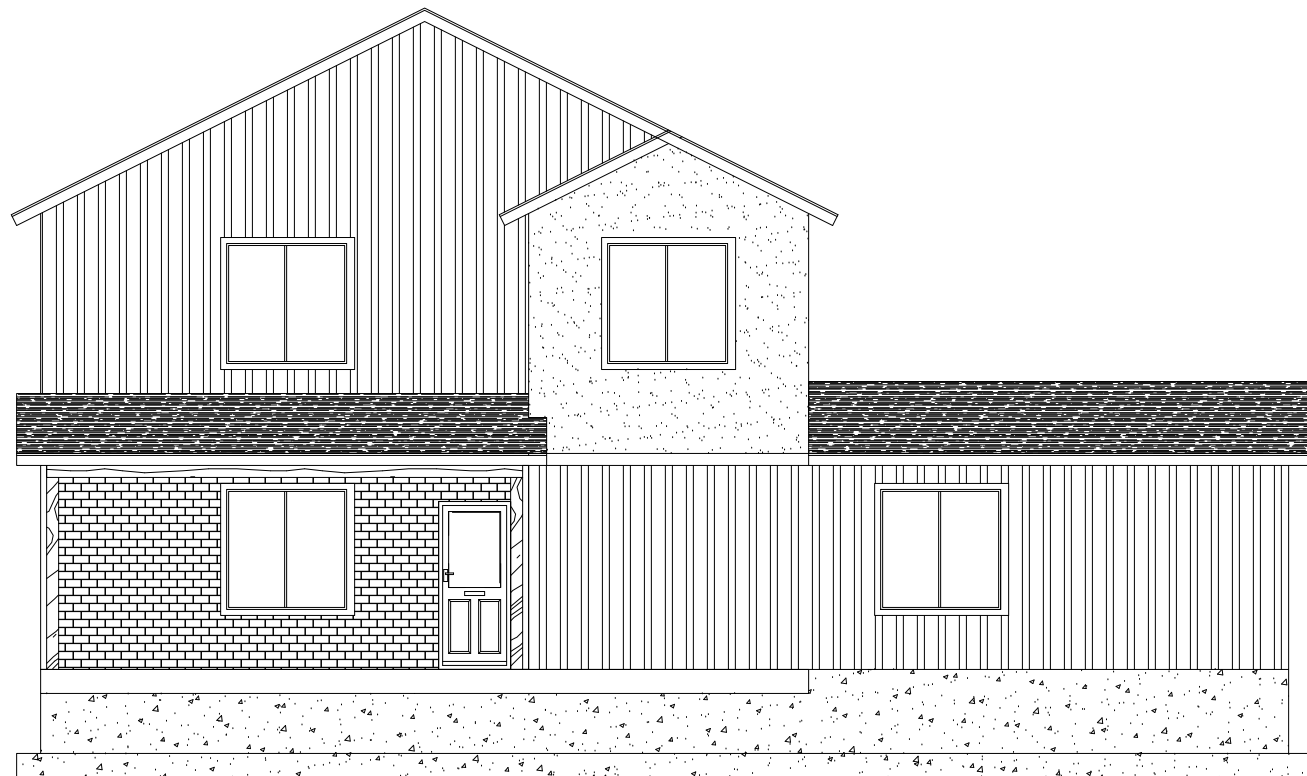
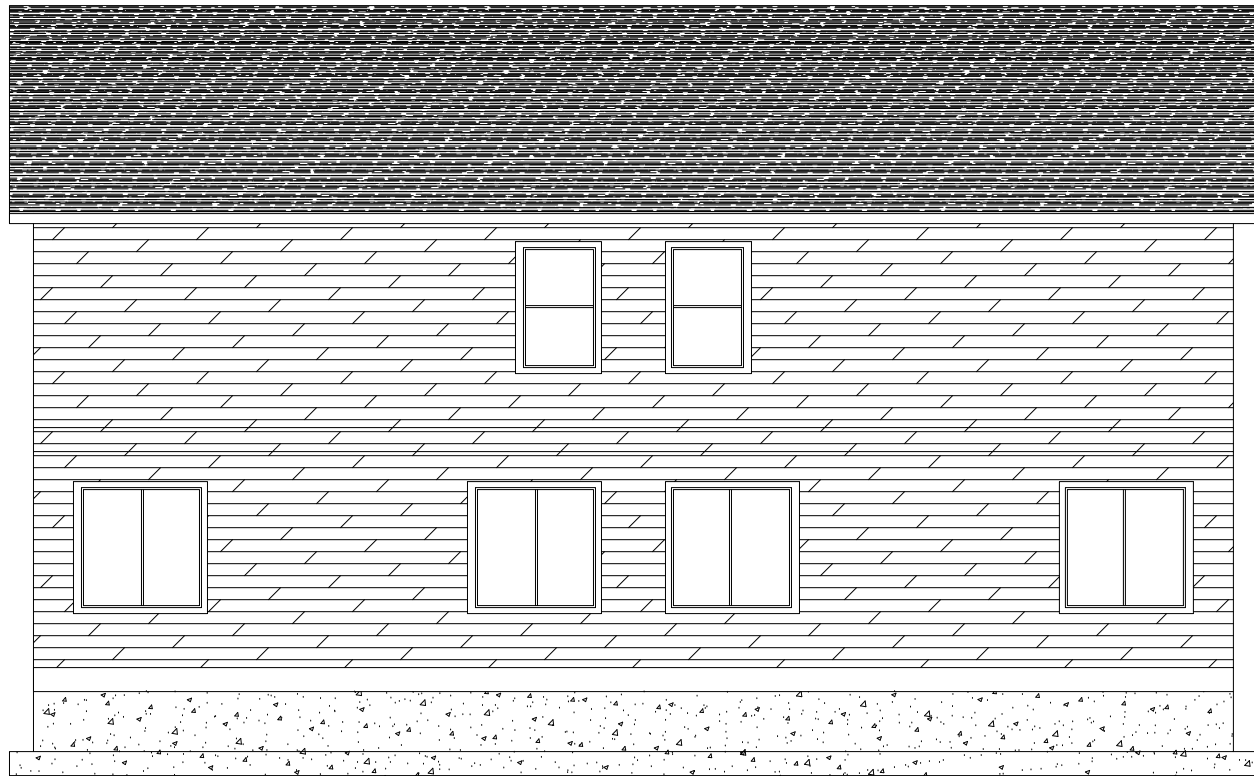
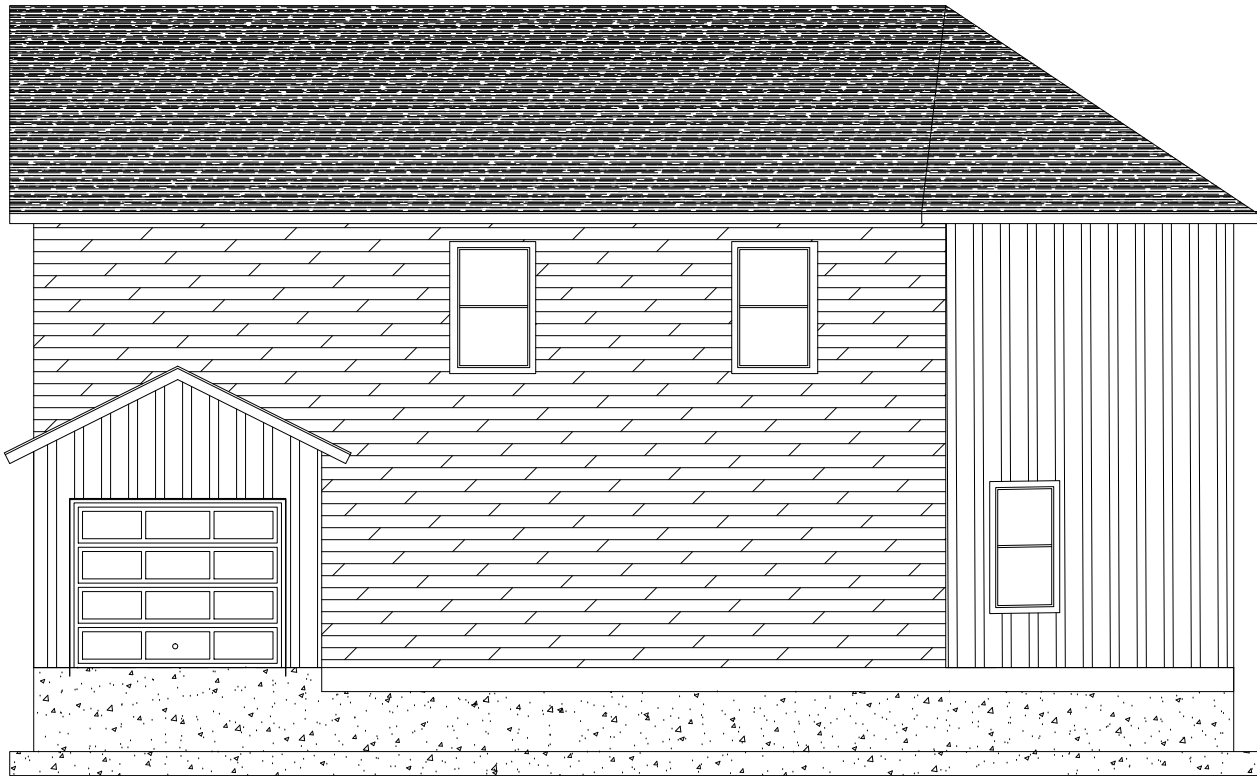
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SCALE: REFER TO PLANS  
JOB #: 100

DRAWING TITLE:  
MAIN  
FLOOR PLAN

SHEET NO.  
**A-101**



**ELEVATION**

1/4" = 1'-0"

0 2' 4' 8'

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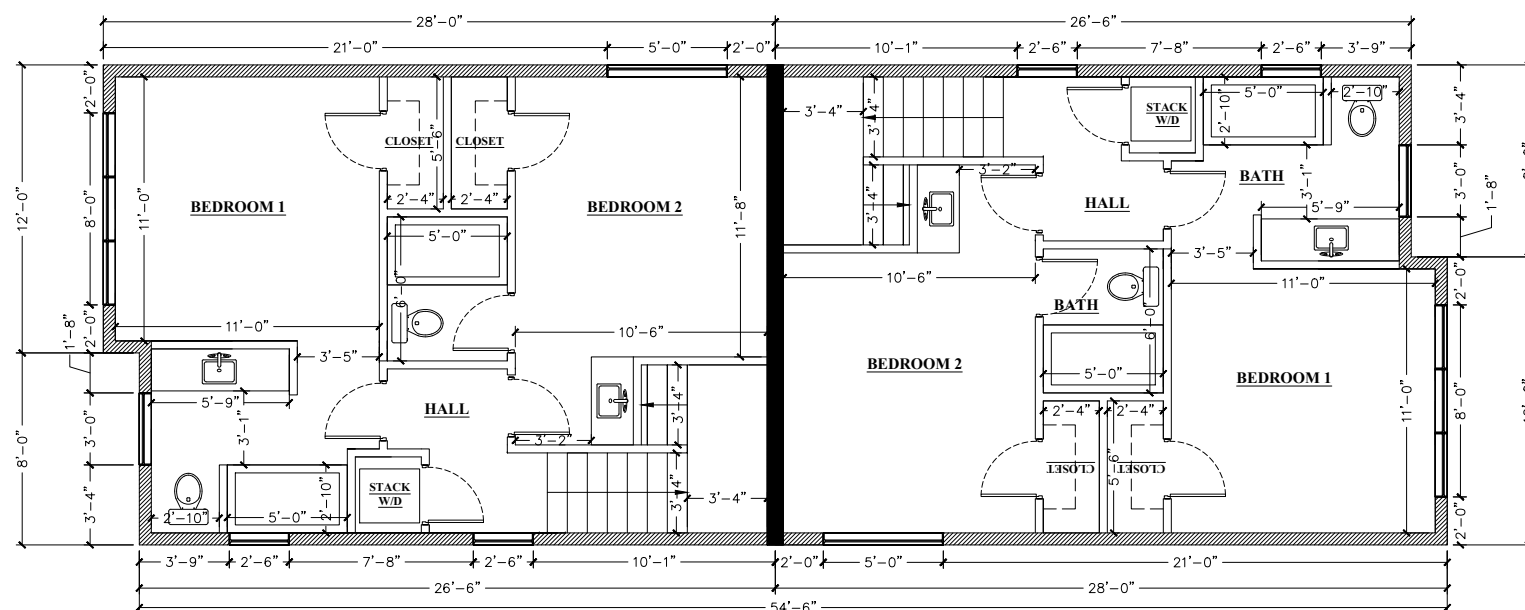
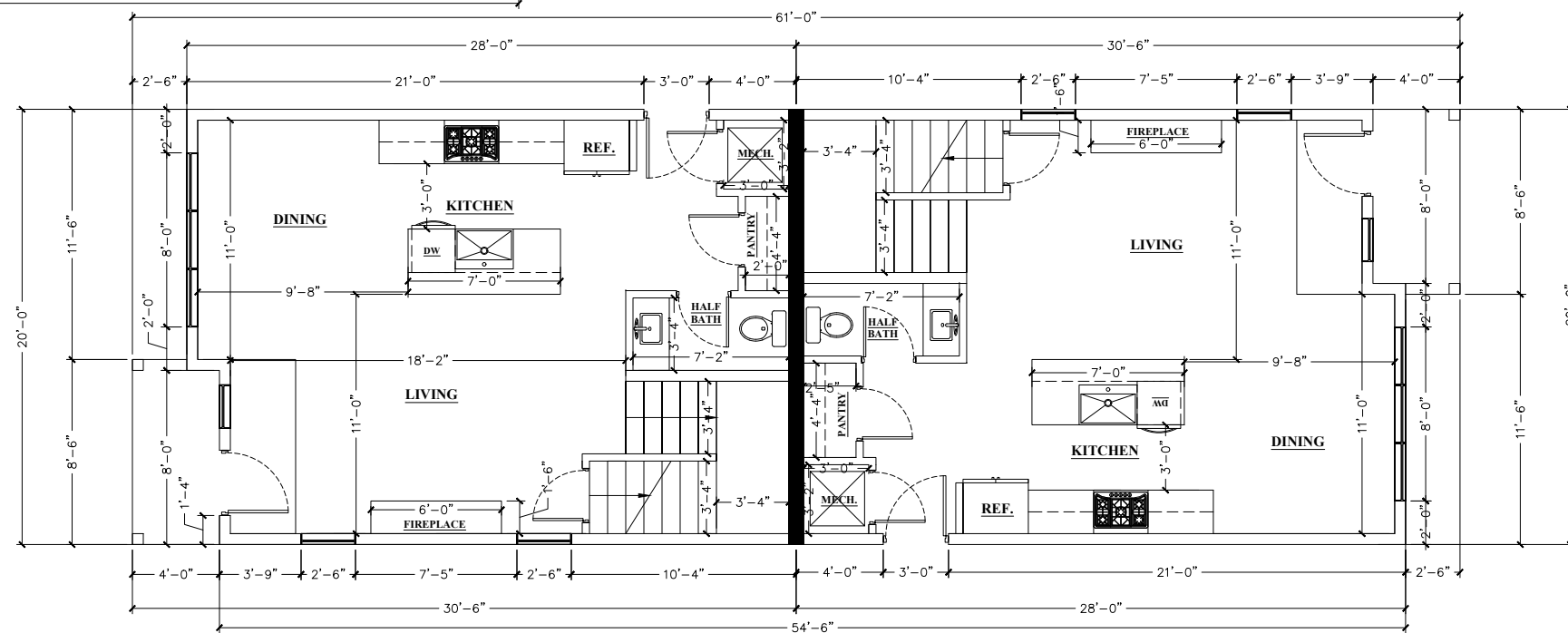
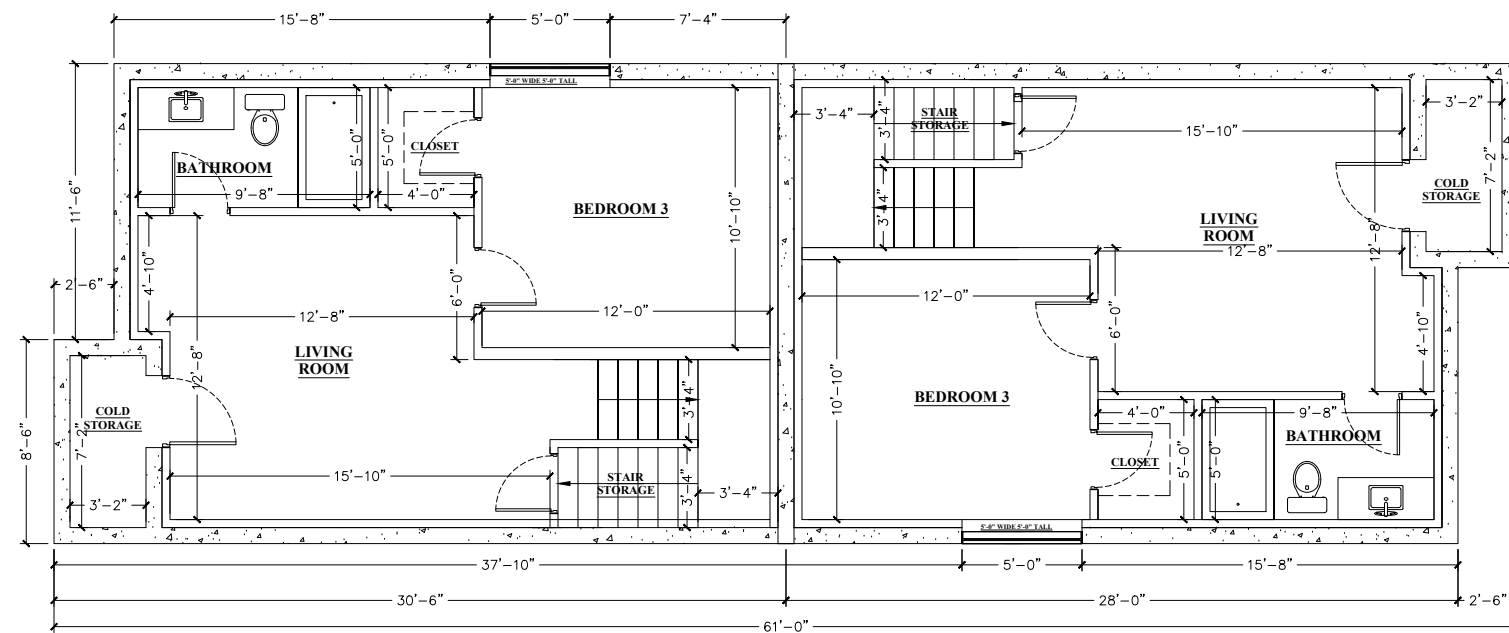
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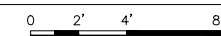
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UPPER  
FLOOR PLAN

SHEET NO.  
A-102



FLOOR PLANS

1/4" = 1'-0"





ELEVATION

1/4" = 1'-0"



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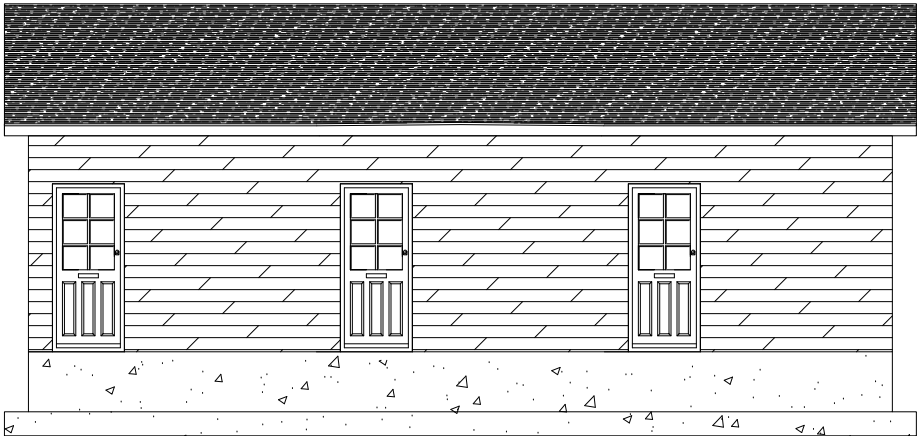
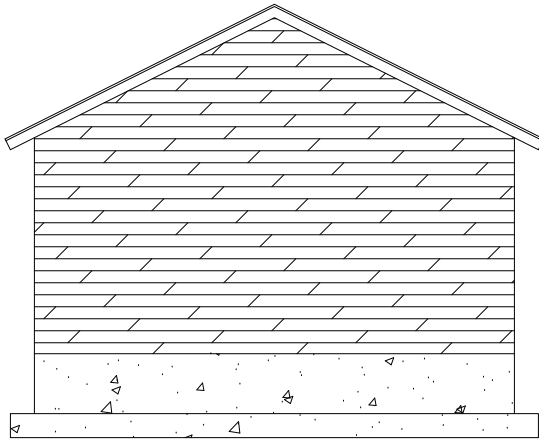
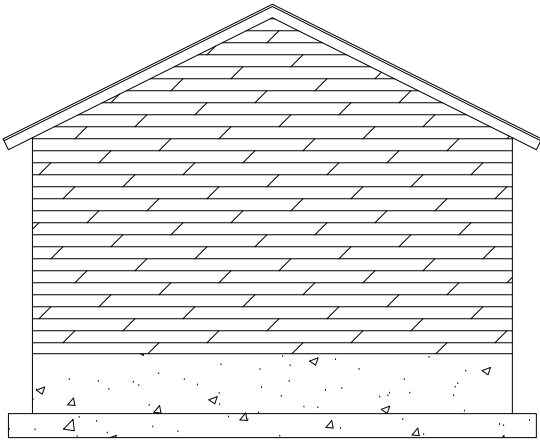
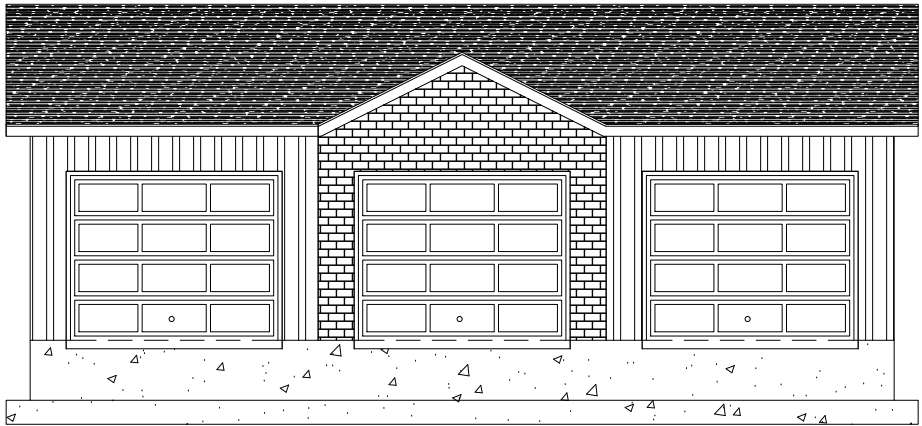
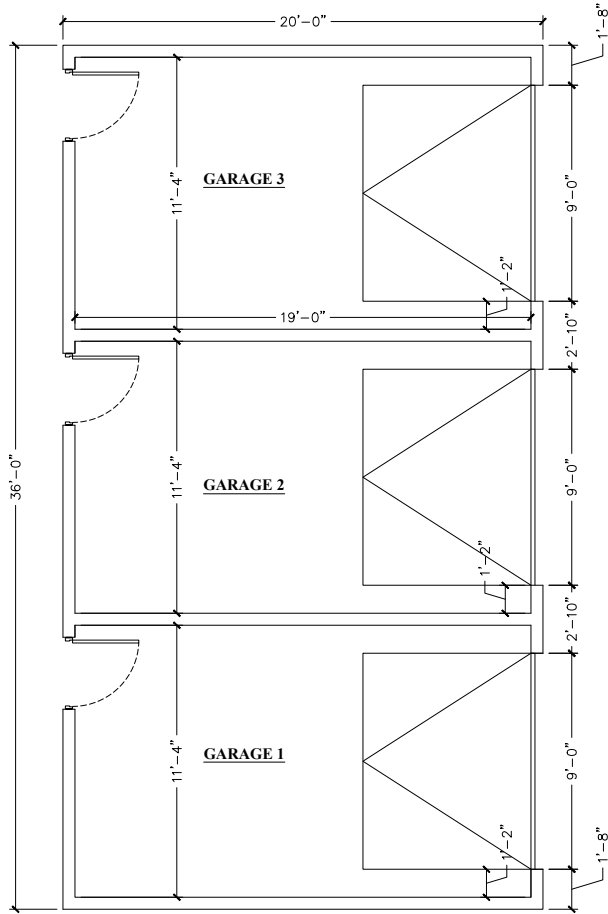
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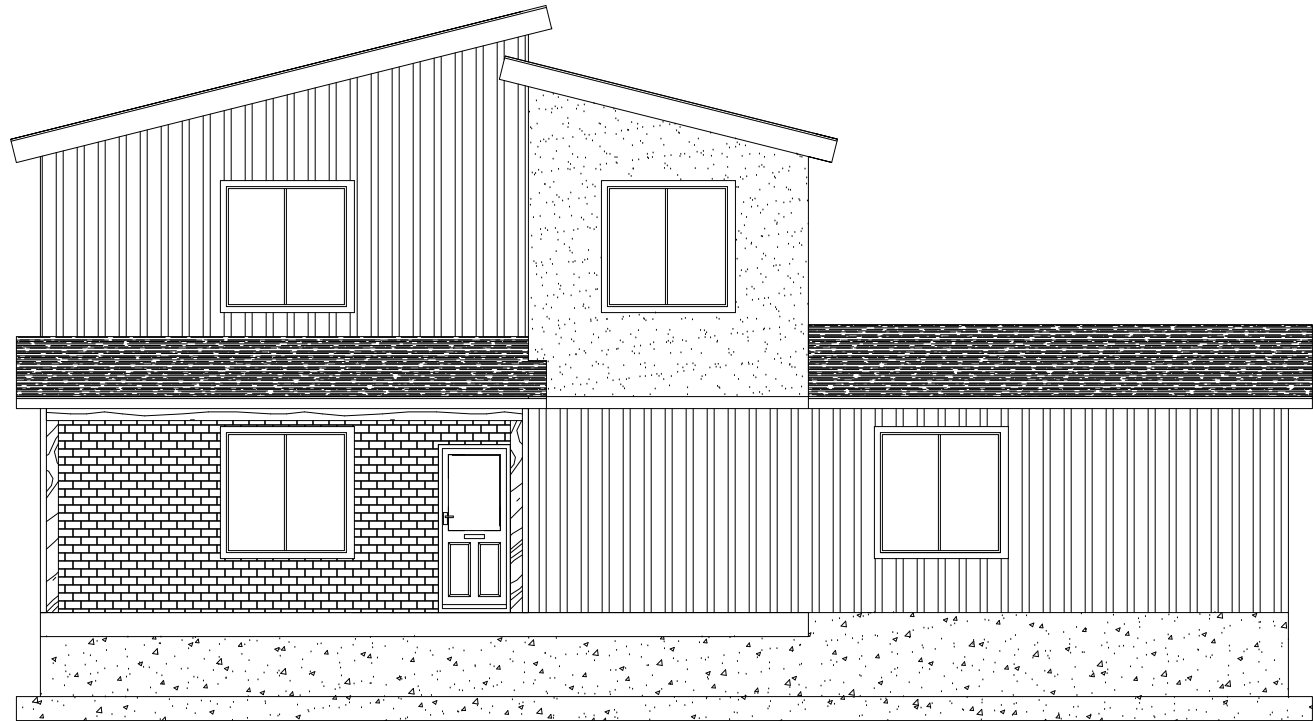
ROOF PLAN

SHEET NO.

A-103

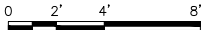


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## SYSTEM RUN PLAN

1/4" = 1'-0"



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SCALE: REFER TO PLANS  
JOB #: 100

DRAWING TITLE:  
SYSTEM RUN  
PLAN UPPER FLOOR

SHEET NO.  
A-105

| <b>Counters were out in July 2022</b>                    |
|----------------------------------------------------------|
| 825 E Scott Ave EB                                       |
| ADT 490                                                  |
| Peak – PM 51 Vehicles 5p to 6p (less than one car a min) |
| 85 <sup>th</sup> Percentile Speed – 29MPH                |
|                                                          |
| 825 E Scott Ave WB                                       |
| ADT 413                                                  |
| Peak – PM 35 Vehicles between 5p to 6p                   |
| 85 <sup>th</sup> Percentile Speed – 30MPH                |

| <b>Counters were out in February 2026</b>                     |
|---------------------------------------------------------------|
| 825 E Scott Ave WB                                            |
| ADT – 401                                                     |
| Peak – AM 42 vehicles between 7a to 8a (0.7 vehicles per min) |
| 85 <sup>th</sup> Percentile Speed – 29MPH                     |
|                                                               |
| 825 E Scott Ave EB                                            |
| ADT – 450                                                     |
| Peak – PM 54 vehicles between 5p to 6p (0.9 vehicle per min)  |
| 85 <sup>th</sup> Percentile Speed – 29MPH                     |
|                                                               |
| 760 E Scott Ave WB                                            |
| ADT – 420                                                     |
| Peak – AM 45 vehicle between 7a to 8a (0.7 vehicles per min)  |
| 85 <sup>th</sup> Percentile Speed – 29MPH                     |
|                                                               |
| 760 E Scott Ave EB                                            |
| ADT - 489                                                     |
| Peak – PM 61 Vehicles Between 5p to 6p (1.0 vehicles per min) |
| 85 <sup>th</sup> Percentile Speed – 27MPH                     |

Rezoning Map Application Documents  
Bluth Group Duplexes  
February 17, 2026

Letter of Intent  
Zoning Map Amendment  
Bluth Group Duplexes

815 E. Scott Ave is a unique triangular-shaped parcel. Its eastern boundary borders the beautiful Millcreek stream. The property is sandwiched between a duplex multi-family unit and multiple fourplex row houses.

A quaint single family residence cottage was built in 1909 and a detached two-car carport occupied the spacious .39-acre lot. Due to dilapidation of the home and property, the home and carport were demolished in August 2025. The lot is currently vacant.

The development's duplexes and large landscape lot will be attractive to folks who desire open space, live across the street from a beautiful city park and not in the cramped vicinity of a complex of multiple side by side units. The proposed development provides distinctive & unique quality dwellings rarely found in this part of Millcreek.

This project's future land use objective is to provide housing aligned with Millcreek's General Plan for the neighborhood. Millcreek's General Plan identifies the location as Neighborhood 2 or medium density multi-family units. Since the lot is spacious, the property density would permit the construction of two delightful duplexes that blend with the adjoining property owners and with the townhomes across the street to the South. The density will be deed restricted to the same density requirements as a zone R-2-6.5

The proposed lot use requires a zoning map amendment from single family residence (R-1) to two household residential zoning (R-4C). The proposed duplexes will be built on a 16,913 square foot (.39-acre) lot. The lot coverage will be 22% with a 3,676 sq foot dwelling footprint. A detached three bay covered garage will be constructed in the Northern behind the dwellings. There will also be an attached fourth covered single car garage. Four uncovered car parking spaces will be constructed primarily in the Northern most point of the lots behind the duplexes. The appearance (elevation) of the proposed duplexes are designed to blend in with neighboring single family residential housing. Three units will be sold, and all units will be owner occupied—no rentals. The development provides living space for folks who will enjoy being surrounded by beautiful open-space landscaping.

## Rezoning Rationale Summary Bluth Group Duplexes

Millcreek city council and mayor approved the Millcreek City General Plan in 2022. The General Plan designates the desired future land use lots on Scott Ave and the surrounding neighborhood. Millcreek City Future Land Use Map identifies 815 E Scott Avenue, the proposed development site, as a “Neighborhood 2” category.

The primary land use of a “Neighborhood 2” is described in the Land Use Framework table as follows, “Primary: Single-family detached homes on smaller lots, duplexes,...” (Millcreek General Plan, 2022, p. 17). The proposed development will construct two duplexes on the large lot that will blend in nicely with the other duplexes, townhomes, multiplex and single-family dwellings in the neighborhood. The duplexes have the appearance of a single-family residence because the units will be built North and South facing Scott Ave with one front door entrance. The development is across the street from the beautiful Scott Avenue City Park.

The proposed duplexes will be built on a 16,913 square foot (.39-acre) lot. The lot coverage will be 22% with a 3,676 sq foot dwelling footprint. There are multiple different structures in the vicinity of the proposed development that reside in three different zones (R-1 & R-2 & R-4). The proposed development will comply with the R-4C density code requirements. The deed will restrict the density to the same requirements as a R-2.

The following summary information addresses the Millcreek Together General Plan Essential Questions for Zoning, Development Agreements, and City Initiatives as set forth in the following sections:

### Sections 3.1.7 Unique Neighborhood theme

1. Support adopted and relevant small area and neighborhood plans and stay within the existing mass, scale, and height of the immediate neighborhood?

The proposed zoning map amendment will maintain the neighborhood plan because the neighborhood is currently a mixed zone of R-1, R-2 & R-4 dwellings. The duplexes have single front door entrances, and the elevations provide the appearance of single-family residences. The following are descriptions of the neighborhood dwellings.

The adjoining property to the North and the East has a Two Household Residential (R-2-6.5) zone consisting of fourplex row condominiums (16 two story units). (792-816 E Shady Creek Place & 3420-3436 S. Brookview Ln) The property is associated with the Shadybrook Homeowners Association.

The property slightly to the South (across the street) has a Two Household Residential (R-2-6.5) zone consisting of eleven duplex condominiums. The property is associated with the Scottbrook Condominium Group.

The adjoining property to the West has a Single-Household Residential (R-1-6) zoning consisting of a Duplex structure (811-813 E Scott Ave). This property is leased to multiple residents by its owner C-3 investing LLC.

3451 S 900 E has a multiplex dwelling on a .25-acre lot (R-4-8.5)

3459 S 900 E has a fourplex dwelling on a .20 acre lot (R-4-8.5)

777 E Scott Ave has a dilapidated property that currently has a cease-and-desist order preventing unpermitted remodeling (R-2-6.5).

751-765 E Scott Ave is a single-story multiplex structure in a Single Household Residential (R-1-6)

771 & 773 E Scott Ave are narrow, but lengthy flag lot single-family residential homes (R-1-6.5)

798 & 800 E Scott Ave (directly South of the proposed development) is a flag lot consisting of two single-family residential homes (R-1-6.5).

2. Positively contribute to a diversity of affordable housing choices?

The two duplexes provide unique North/South facing duplexes that are sparse in the area. The four units will be sold with the intention that they will be owner occupied and not rental units.

3. Support the redevelopment of blighted and/or underperforming properties?

The duplexes substantially improve the previous condition of the property. The old, dilapidated structure and the rickety detached carport have been removed. The poorly maintained property that was damaging neighboring property and safety hazardous landscaping has been cleaned up.

Section 3.5.7 Health and Environment theme

1. Support the overall focus on the Health and Environment theme?

The demolition of the dilapidated home, carport and the vastly overgrown vegetation contributes to the improved safety, well-being and beauty of the neighborhood.

2. Protect or expand Millcreek's urban tree canopy?

Yes, trees will be planted and beautifully designed landscaping.

Section 3.6.7 Outdoor Lifestyle theme

1. Positively contribute to the safety, security and well-being of residents, and those who use park or open space facilities and contribute to the connectivity within and between neighborhoods, particularly for walkability? Yes.

There is currently no curb & gutter, but the development will install them and pour sidewalk to connect to the neighboring sidewalk. Fifty feet of open space along Millcreek stream will be structure free.

The following sections are not applicable to the proposed development:

Section 3.2.7 Plan's Thriving Economy theme; Section 3.3.7 Vibrant Gathering Places Vision

Section 3.4.7 Enhance Connectivity theme; Section 3.7.7 Enriched Culture Theme

Legal Description  
Bluth Group Duplexes

Legal Description of the property:

COM 66 FT S & 70 FT E OF SW COR OF LOT 11, BLK 20, TEN AC PLAT A, BIG FIELD  
SUR; N 215.75 FT; S 33°50' E 128.1 FT; S 41°40' E 146.5 FT; W 167.2 FT, M OR L TO BEG.  
3918-26,-29 3918-0030 5841-0343 6079-0800 6292-2628 6305-1970 6451-0690 7379-0800  
7964-2876 8372-0433

Parcel 16-32-104-012-0000  
815 E. Scott Avenue, Millcreek, UT, 84106

## Current Millcreek Zoning Map Designation & Present Use of Property

The current zoning map destination is single-family residential (R-1).

## Present Use of Subject Property

815 E. Scott Avenue, the lot, is currently vacant.

## Summary of the Required Pre-application Meeting

The Development Review Consultation (DRC) took place on January 21, 2026. Brad Sanderson, City Planner Manager, conducted the meeting. Eric Bluth represented Bluth Group, LLC, the property owner.

Engineering Comments—See DRC Page 1

Required submittals with application—Geological Hazards Assessment: Liquefaction Potential Study, Geotechnical Report; ALTA/NSPS Land Title Survey; Storm Drain Calculations.

Prior to approval—Conveyance of Easements, Salt Lake County Flood Control Permit, Storm Water Maintenance Agreement

Unified Fire Comments—See DRC Page 3 Site plan

The 150 foot requirement for emergency vehicle turn around is not applicable because Brad Sanderson measured on the site plan the furthest back structure on the lot to be 125 feet. Fire Marshal verbally concurred. No fire sprinklers required for IRC. Duplexes comply with IRC. Building address must be visible. Minimum fire hydrants and fire flow requirement for two-family dwellings must be met.

Building Department Comments—

Surface Fault Survey required, UFA & SLC approvals and permits outside Millcreek, IRC does not require fire sprinklers. Duplexes comply with IRC. Impact fees and building permit application process information provided.

Water Department Comments—See DRC Page 3 Site Plan

## Neighborhood Rezone Meeting Summary Bluth Group Duplexes Proposed Development

On January 31, 2026 Bluth Group, LLC mailed invitations and notices to 183 property owners as per Millcreek code for public meeting notices. The names and addresses were supplied by Millcreek planning department.

Meeting Details:      Date: February 9, 2026      Time: 5:00 p.m. – 7:00 p.m.  
Location: Granite Library, 3331 S 500 E, South Salt Lake, UT 84106

### I. Statement summarizing the topics discussed at the meeting.

The meeting began with and frequent reference to the following images & photos:

1. a bird's eye view of the triangular property and the surrounding neighborhood;
2. The current R-1 and R-2 residential zones in the neighborhood;
3. An elevation view of condition of the home and property, 2000-2011;
4. An elevation view of the dilapidated condition of the home and property, 2024;
5. An elevation view of the proposed West duplex and the East duplex;
6. A preliminary site plan.

### Discussion Topics

#### a. Off-street parking

The number of on-site parking stalls and garages on the proposed development, visitor parking, available street parking, and neighbors approaching Millcreek to install no parking signs. Objection to the development because there is insufficient parking for the Scott Ave Public Park and that adds to congestion onto Scott Ave.

#### b. Current & potential increase in traffic and congestion on Scott Ave.

Residents have serious concerns about the dangerous drivers who speed through the neighborhood to get to and from 700 East to 900 East. The poor condition of the road. Residents approaching Millcreek to install speed bumps.

#### c. Home demolition & landscape maintenance—Millcreek code violations

Information shared about the multiple code violations regarding the dilapidated home and the poorly maintained landscaping over the past decade. The removal of the weeds, trees, shrubs and vegetation that were serious safety concerns, dead, unhealthy, causing property damage or in violation of Millcreek landscape maintenance codes. The demolition of the home to bring the property into compliance with Millcreek code. The demolition permit issued by Millcreek. Future landscaping to be designed by a certified landscape architect. Appreciation for the property owner for taking responsibility to clean up the property.

#### d. The development of the lot

Residents inquired about the reason for duplexes instead of one or two single family residences and the lot subdivision. Neighbors expressed disapproval of two duplexes primarily based on concern for increased traffic. Information was shared about the limited and unique triangular footprint to build structures within and the 50-foot setback from Millcreek creek along the Eastern boundary, the financing of the project and ownership of the duplexes. An HOA agreement, renting, and owner-occupied housing were also addressed.

#### e. Flood zone, geological studies, and the channeling of the Millcreek creek.

#### f. The property owner's multiple attempts to sell the property in 2024-2025

## II. Roster of all attendees.

Twenty-one individuals signed the roster and provided contact information. Two individuals chose not to sign but still attended and two email letters were read out loud.

- |                   |                      |
|-------------------|----------------------|
| 1. Susan McKeever | 12. Doug Cluff       |
| 2. Brad McKeever  | 13. Ken Carlston     |
| 3. Anna Papulak   | 14. Michael Carlston |
| 4. Bonnie Cavill  | 15. J. T. Cooper     |
| 5. Brad Spring    | 16. Rebecca Bingham  |
| 6. Barbara Spring | 17. Alisen Fluke     |
| 7. Jeff Grant     | 18. Jim Petermann    |
| 8. Kate Hanus     | 19. Chanse Polster   |
| 9. Fred Burmester | 20. Ellen Daniele    |
| 10. Susan Marks   | 21. Martin Ford      |
| 11. Ben Curran    |                      |

## III. List of all property owners notified

|                             |                                 |                               |
|-----------------------------|---------------------------------|-------------------------------|
| CAVILL FAMILY TRUST         | RAYMOND M COURTNEY              | DAVID & ALICIA CLARKE         |
| GEOFFREY & RACHAEL FLETCHER | ASHLEY IVERSON                  | HYONG TAE KIM                 |
| FOX DEN LLC                 | TRUST NOT IDENTIFIED            | DELLENE P VINCENT             |
| RUTH P OTTO                 | DANNY & SIOSILIA TUPUA          | TRUE REAL ESTATE HOLDINGS     |
| FLORI FAMILY TRUST          | BP - 735, LLC                   | MILL CREEK PARK PUD           |
| DAVID B ALLEN               | LOGAN BENCH & ZACH BOWN         | CORY JR ADAMSON               |
| THOMAS D EDMUNDS            | TRUST NOT IDENTIFIED            | JAMES & BARBARA OSHUST        |
| MAURICE F MALOUF            | SHAWN E STEIDINGER              | JAMIE SCOTT COOPER            |
| MELISSA A EBLE              | HARRISON PADGEN & KARA INGRAHAM | CHRISTOPHER & EMERY HUGHES    |
| BRADY WHITEHEAD             | WILLIAM H GILLMAN               | EMILY A BAUMAN                |
| KAY ELLEN WINDER            | MIKE & MONICA GATES             | SM TRUST                      |
| LM TRUST                    | VERNON G STEJSKAL               | CORINNE & FRED EDWARDS        |
| EMILY KINDRED               | NATHAN COHEN & LAUREN ALAI      | TERRY TORRES & EMELIA VASQUEZ |
| ANNETTE FLECKENSTEIN        | LHH TRUST                       | KRISTIN ANNE GELEGOTIS        |
| ANNA PAPULAK LIVING TRUST   | TRUST NOT IDENTIFIED            | KELLY EUSER & BENJAMIN LOSSER |

|                                   |                                  |                              |
|-----------------------------------|----------------------------------|------------------------------|
| SHADYBROOK HOA                    | THOMAS & PAMELA FARNWORTH        | THOMAS HUGHES II MARTIN      |
| NANASI KOLI & TANIELA O L PASI    | RP MADRIGAL HOLDINGS             | CANDICE & HUTCH JORGENSEN    |
| ISATIS PROPERTIES, LLC            | MIKE D LYONS                     | RYAN KANE& BRITTANY JURSIK   |
| LP HEB                            | ZEPH SMITH                       | DICKSON FAMILY TRUST         |
| RICHARD S DYATT                   | SERIES OF RADICAL PROPERTIES LLC | LYDIA HARVEY                 |
| KATE L HANUS & CASANDRA P TURNER  | MILLCREEK PARKER TRUST           | ROBERT W MACKINNON           |
| ELIZABETH A BAUM                  | TRUST NOT IDENTIFIED             | BRAD HOUGHTON                |
| RYAN & SONDRABOLANDER             | RACHEL L BUCHANAN                | BRENT & KATELYN KEIL         |
| DAVID & ELEANOR ISAAC             | THOMAS M GAFFNEY                 | WILLIAM J ALLEN              |
| VALERY POZO                       | KATHRYN BURTON                   | CIONA A MACEWEN              |
| LUKE A KIRCH                      | AMADOR JR RIVERA                 | DAWNA SHELLEY                |
| TERESA WELCH & DEANNA WORTHINGTON | MARY GEEZE-CORLEY                | RANDALL RICHINS              |
| SCOTT & ROBYN S JOHNSON           | TRUST NOT IDENTIFIED             | AUSTIN BAILEY & DAVID BAILEY |
| ALEXANDER KATZ & VICTORIA HAKLAR  | KATHLEEN W MACKIE                | OKUMA SOVELIUS TRUST         |
| DAVID R ALLEN                     | S LIV TRUST                      | LINDA H JACOBSEN             |
| MONT ROGERSON                     | DOUGLAS D CLIFF                  | JSUT PROPERTIES, LLC         |
| KARLIE & BENJAMIN CURRAN          | KERI BURGESS                     | JOHNSON FAMILY TRUST         |
| PORT OF CALL, LLC                 | DONICA WIGHT                     | ESTATE OF VINCENT VENTURA    |
| JULIE JENSEN                      | CONNOR J HENNEBRY                | QUINN & CANDACE CARSON       |
| LAURA KEMPER                      | WANDING SHI                      | MARK E GRABL                 |
| JOAN M SULLIVAN                   | RONALD ELBERT ANDERSON           | HARRY D MCREYNOLDS           |
| NATHANIEL VIHNPHAM                | THOMAS G LUTHY                   | NICHOLAS ALEXANDER GONZALEZ  |
| PHOEBE BERGVALL                   | REBECCA BINGHAM                  | ROBYN DUNYON                 |
| CHAD KRUGER                       | VICKI L VERNON                   | MYANNA JEAN MOODY            |
| BRYAN VAN ALLEN                   | MAXIMINIUMS, LLC                 | CRAIG TAYLOR NELSON          |
| C-3 INVESTING LLC                 | MARK ALAN MATTHEWS               | KRISTIN & M GENE LINDER      |
| KELLI WITZEL & JASON ANDERSON     | YARONG & DAYOU ZHAO              | MARTIN &ALYSSA FORD          |

|                                |                             |                                 |
|--------------------------------|-----------------------------|---------------------------------|
| CHRISTOPHER W WADE             | TIFFANY THANH NGUYEN        | SCOTT AVENUE PARK PUD           |
| DOUGLAS STELSING & SUSAN MARKS | PENG ZHANG & JIAXUAN LIU    | COLONEL L & APRIL L PAYNE       |
| RUSSELL SHAW & LISA PHIPPS     | ANNABELLE & STEVEN RISENMAY | SCOTT AVENUE PARK PHASE 2       |
| JEFF & KRIS KUEHNDAHL          | ANDREA HELEN PULLOS         | JASON & MAYLINDA DIGILIO        |
| LINDA W SAVAGE                 | JEFF GRANT                  | PEGGY & WILLIAM KNIGHT          |
| ELLEN & ROBERT BREEZE          | PICKENS PROPERTIES LLC      | KOON S SO                       |
| G.C. BENNETT                   | SCOTT AVENUE PARK PH 3      | BYRON HENNEN & KAITLYN MCLELLAN |
| CHARISE LYNN POLSTER           | SAUL SHAW FAMILY            | JON C ROSS                      |
| WILLIAM J BRAUN                | TWS TRUST                   | DIANA STUVER                    |
| TANYA M NAGAHIRO               | JUDI LEHRMAN                | RADFL TRUST                     |
| VALERIE DEL PORTO              | ALEXANDRA BUTLER            | RACHAEL THOMAS                  |
| JOANNE PARRISH                 | MARENE FOULGER              | KATHY J ROBBINS                 |
| JIM R PETERMANN                | WILLIAM SCHLANSKY           | CHARLES A BOYD                  |
| ALISEN M FLUKE                 | BRUCE C BAWDEN              | BYRON & KAREN H BURMESTER       |
| HEIDI ORME & CHRIS BAUTNER     | RACHEL E HODSON             | MOLLY CREEL & JAMES STEED       |
| MILLCREEK MANAGEMENT INC       | BDS LIV TRUST               | RUTH MACANGUS                   |
| LARENE & ROBERT BAUTNER        | SALT LAKE COUNTY            | BRADLEY D SPRING                |
| THEODOROS ANASTASOPOULOS       | JOANNE MATRAGOS             | JOSEPH H TABISH                 |
| MARCUS & SARA QUINN TRAIL      |                             |                                 |



March 10, 2026

Millcreek City Planning Commission  
3330 S 1300 E  
Millcreek, UT 84106

Re: Recommendations from the Millcreek Community Council – March 3, 2026, Meeting  
For the March 18, 2026 Planning Commission Meeting

Dear Commissioners,

The Millcreek Community Council respectfully submits the following recommendations from our regular meeting held on March 3, 2026. These recommendations pertain to two applications scheduled for consideration at your March 18, 2026, meeting.

1. CUP-26-002 — Conditional Use Permit for Medical Spa

4212 S Highland Drive

After reviewing the application, reading the planner's report, and discussing the proposed use, the Community Council voted unanimously (6-0) to recommend approval of the conditional use permit. The applicant seeks authorization to operate a medical spa within the RM Zone, where non-residential uses require a CUP before operating. The Council found the use appropriate for the area and consistent with the RM Zone standards.

Recommendation: Recommend approval of the Conditional Use Permit as requested.

2. ZM-26-004 — Rezone, Development Agreement & Zone Condition

815 E Scott Avenue

The Council reviewed the request to rezone 0.40 acres from R-1-6 to R-4, along with the associated development agreement proposing two residential buildings comprising four total units. The Council also considered provisions intended to ensure thoughtful building design and individual ownership.

The Community Council voted unanimously (6-0) to recommend approval, with one specific consideration:

Recommendation: Recommend approval of the rezone, development agreement, and zone condition as presented, with additional consideration in the development agreement to ensure construction occurs within the building envelope on the west side of the property.

We appreciate the Planning Commission's continued collaboration with the Community Council and your thoughtful review of land-use items affecting our neighborhoods. Please feel free to contact us if additional clarification or input is needed.

Sincerely,

Millcreek Community Council

March 10, 2026

To: Millcreek Planning Commission  
Millcreek Planning

Re: ZM-26-004 815 E Scott Ave.

Disclaimer: These comments are not from the East Mill Creek Community Council. This application was not discussed by the EMCCC and opinions expressed are entirely my own.

These comments relate only to requirements set forth in the Landscape Standards portion of the Millcreek Zoning Code specifically, MKZ 18.64.040, Tree Preservation Standards, and 18.64.140, Landscaping Along Natural Waterways.

Observations: In examining the property on Sunday, March 1, 2026 I observed that all mature trees had been removed. I do not know if this occurred prior to or after the present land use application was filed. There were wood chips remaining in the immediate area of a majority of the resultant stumps. I do not know if a tree removal permit was secured or if any of the other requirements of 18.64.040 were or should have been in effect.

My request is that any Development Agreement between the City and Landowner also include, 1) specific reference to the applicable Landscape Standards; 2) documentation of the removed trees to facilitate any necessary replacement pursuant to the Tree Replacement Table, 18.64-4; and 3) that the requirements of 18.64.140, Landscaping Along Natural Waterways be especially emphasized and occur prior to any occupancy permit be granted.

Sincerely,

/s/

Jamie Allyn

CC: Brad Sanderson

**When recorded, return to:**

Millcreek  
Attn: Elyse Sullivan  
1330 E Chambers Ave  
Millcreek, UT 84106

**DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Eric Bluth, representing Bluth Group LLC (“Developer”), for the land to be included in or affected by a potential development located at approximately 815 East Scot Avenue, referred to as the (“Property”) within Millcreek Utah, a municipal corporation of the State of Utah (“City”). The Developer and the City are sometimes called the (“Parties”).

**RECITALS**

**WHEREAS**, the Developer owns approximately 0.40 acres of real property located at 815 East Scott Avenue in Millcreek, Utah. A legal description of the Property is attached hereto as Exhibit “A”, and

**WHEREAS**, the Property is zoned Single Household Residential R-1-6, and

**WHEREAS**, the Developer desires to rezone the entirety of the Property, as described in Exhibit “A,” to the Medium Density Residential R-4 Zone, in effect as of the date of this Agreement, and

**Whereas**, The Parties desire that the Property be developed in a unified and higher standard pursuant to the terms and conditions of this Agreement

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

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

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

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

**WHEREAS**, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-20-101, *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.** Except as provided below, the Parties intend that this Agreement grants the Developer the right to develop the Project to fulfill this Agreement.

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

3.1.1.     City's future laws/ordinances that the Developer gives the City notice of its intent to comply with City's future laws/ordinances. If the Developer provides notice of its intent to abide by the City's future laws/ordinances, then such future laws/ordinances shall apply to the Project for the remaining duration of the entire Project;

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

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

welfare;

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

3.1.5 Fees. Changes to the 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.

3.1.6 Impact Fees. Impact Fees or modifications thereto which are adopted and imposed by the City.

3.1.7 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).

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 city ordinances and requirements necessary for the development of the Project, including the payment of fees and compliance with applicable City standards.

5. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit "B." and as reasonably depicted with in Exhibit C. The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings.

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

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

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

8. **No Joint Venture, Partnership, or Third-Party Rights.** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties 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. Exhibits A and B 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 intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:

Eric Bluth  
Bluth Group Llc  
2598 W 12820 S  
Riverton Utah, 84065

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 Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

12. **Severability.** 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 default by Develop or any assignee.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

**DEVELOPER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER/DEVELOPER ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that he is the Managing  
Member of the \_\_\_\_\_, Limited Liability company 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)

**Parcel No. 16-32-104-012**

COM 66 FT S & 70 FT E OF SW COR OF LOT 11, BLK 20, TEN AC PLAT A, BIG FIELD  
SUR; N 215.75 FT; S 33°50' E 128.1 FT; S 41°40' E 146.5 FT; W 167.2 FT, M OR L TO BEG.

**Exhibit B**  
**(Design and Improvement Criteria)**

The Developer shall develop the Property consistent with the design and improvement criteria as listed below:

1. **Use** - The development shall be limited to two duplex buildings, not to exceed four total units.
2. **Owner Occupancy** - The Property shall be subdivided via a subdivision plat for the purpose of creating “for sale” dwelling units, available for individual ownership. Furthermore, each unit shall be ‘deed restricted’ to ensure ownership for a minimum period of 5 years from the date of the recording of this agreement, as per Exhibit C.
3. **Landscaping** – The property shall be landscaped as follows and in accordance with an approved landscape plan as depicted within Exhibit D.
  - i. Areas located along the creek shall be revegetation with native with natural seed mix and other perennials as approved by Millcreek Staff.
  - ii. Trees previously removed shall be replaced in accordance with the tree preservation standards as specified by MKZ 18.64.040. as recommended by a third-party licensed tree arborist. The location of such trees shall be primarily located along the east and west property lines.
  - iii. In addition to the tree replacement standards, street trees shall be planted approximately every 40 linear feet and within 10 feet of Scott Avenue right-of-way.
4. **Easements** – The following easements shall be shown/referenced on the recorded plat:
  - i. A 10 wide public utility easement located parallel to and abutting Scott Avenue right-of-way.
  - ii. A creek access and maintenance easement along the Millcreek waterway in favor of Salt Lake County Flood Control.
  - iii. A 25-foot trail access easement in favor of Millcreek City for a future trail system.
5. **Design** - In addition to the standards contained within the R-4 Zone, all buildings shall be designed and constructed to resemble the character of a single-family structure. All habitable structures shall include the following design elements:
  - i. Minimum 60 square foot front porches accessed from the primary entrance of each unit.
  - ii. Minimum 50% of the front façade shall be living space.
  - iii. Subservient garages (5 feet behind the front porch or façade of the living space) and/or garages shall be located to the side or rear of the residential structure.
  - iv. Only one front door per building is allowed to face the public right of way.
  - v. Minimum 5:12 roof pitches
  - vi. Exterior materials shall be naturally colored and limited to traditional brick, stone, fiber cement siding. Stucco may be used as an accent material and shall not exceed twenty five percent (25%) of the exterior facade.

[illegible]











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TITLE:  
**BLUTH PROJECT**

LOCATION:  
SALT LAKE COUNTY

PRELIMINARY  
NOT FOR CONSTRUCTION

PROJECT MANAGER: ---  
DESIGNER: DAB  
DRAWN BY: DAB

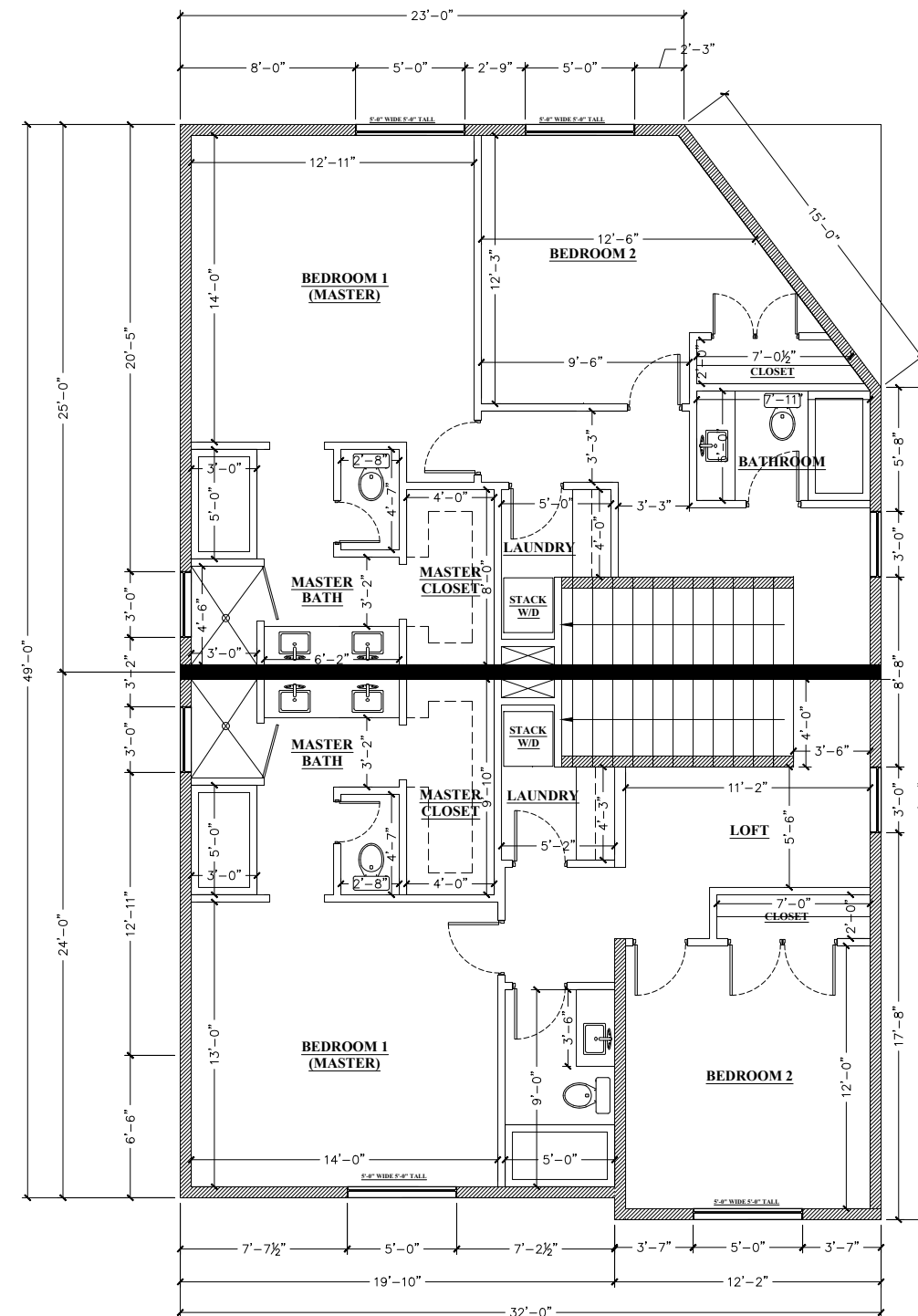
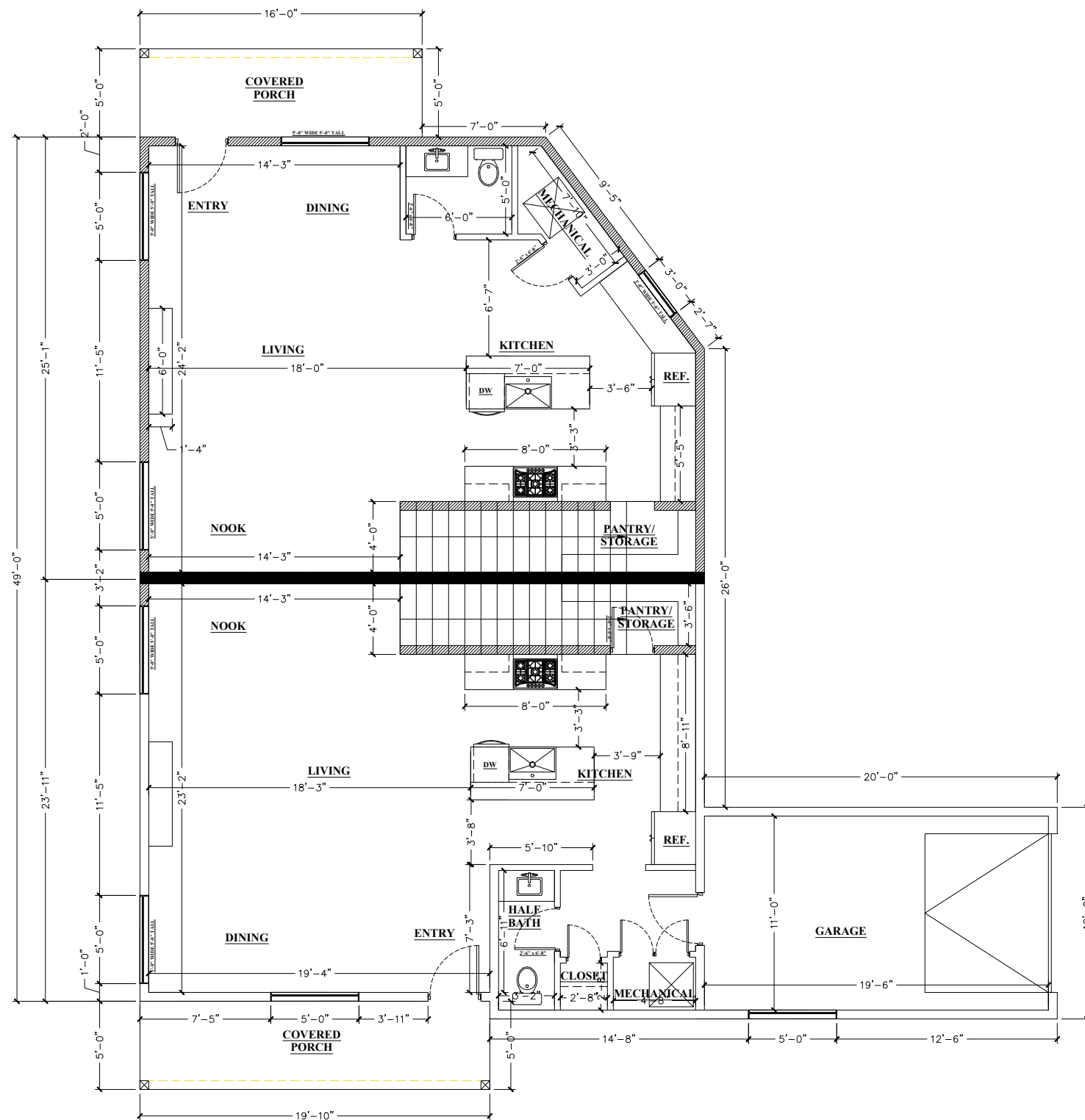
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SCALE: REFER TO PLANS  
JOB #: 100

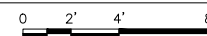
DRAWING TITLE:  
BASEMENT  
FLOOR PLAN

SHEET NO.  
**A-100**



**FLOOR PLANS**

1/4" = 1'-0"



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TITLE:  
**BLUTH PROJECT**

LOCATION:  
SALT LAKE COUNTY

PRELIMINARY  
NOT FOR CONSTRUCTION

PROJECT MANAGER: ---  
DESIGNER: DAB  
DRAWN BY: DAB

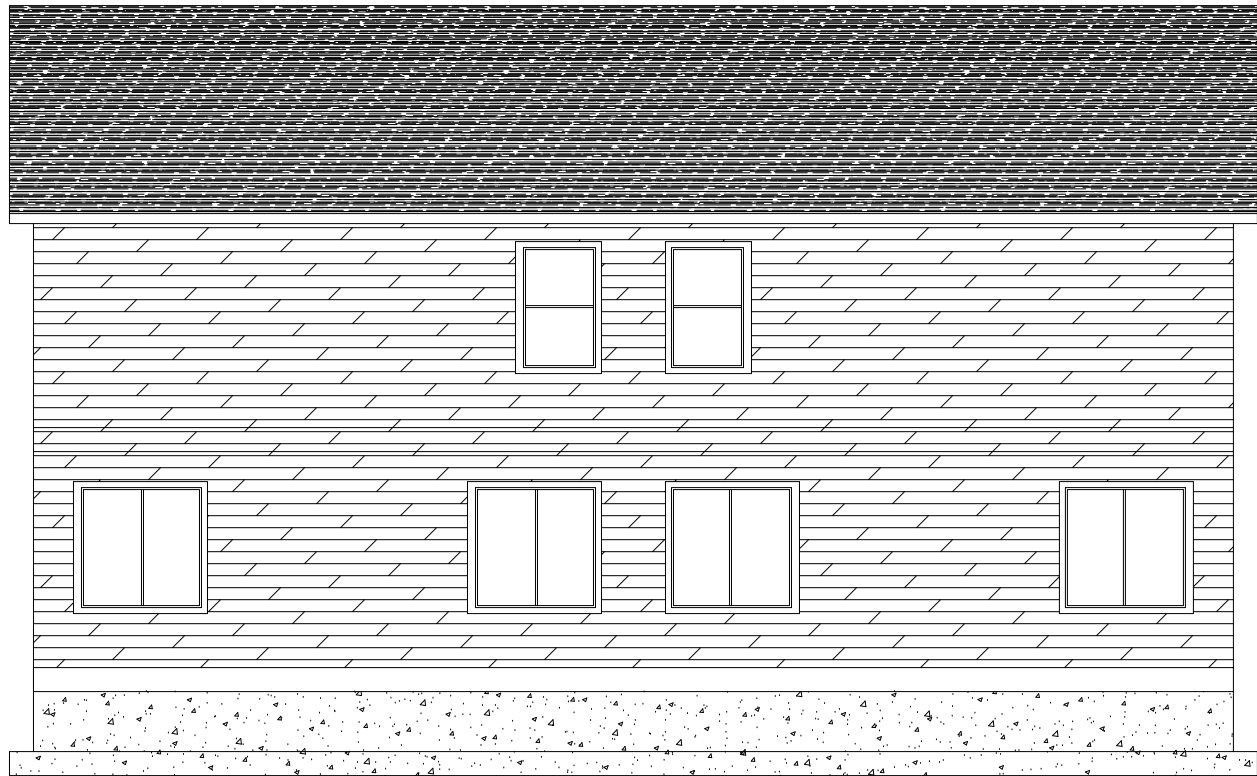
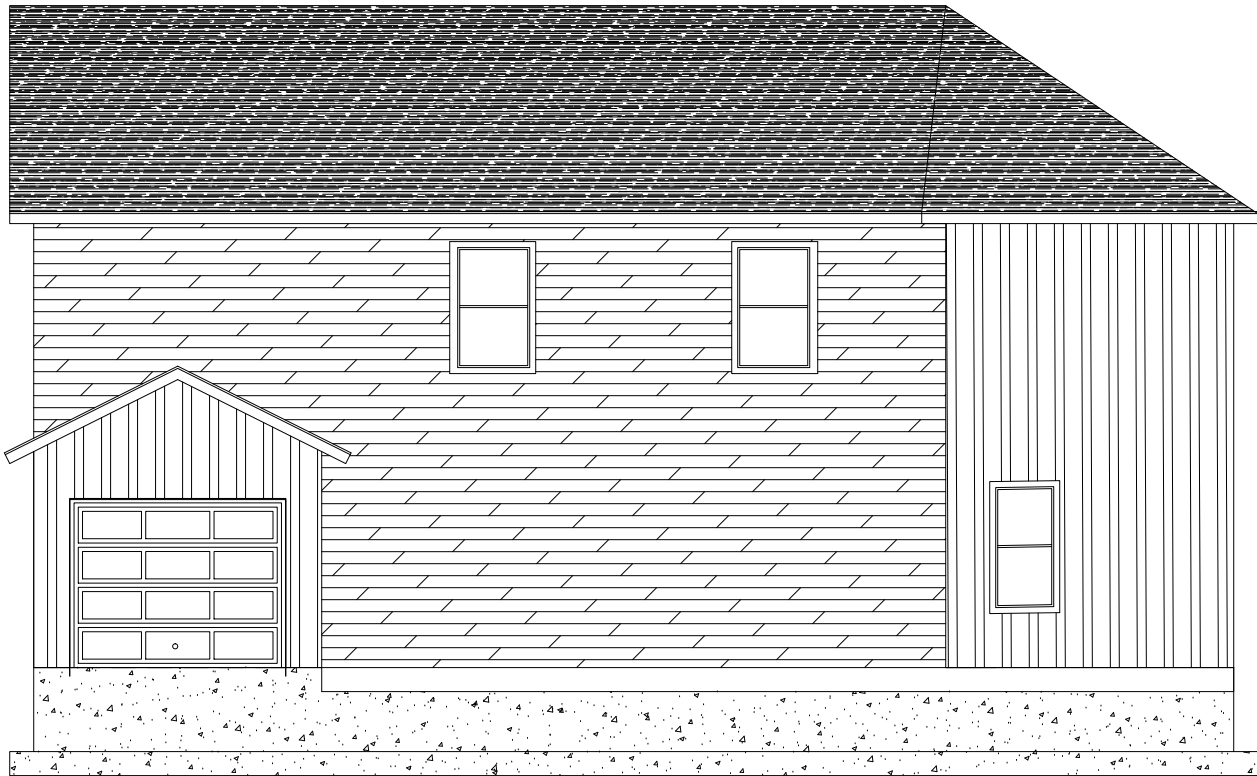
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SCALE: REFER TO PLANS  
JOB #: 100

DRAWING TITLE:  
MAIN  
FLOOR PLAN

SHEET NO.  
**A-101**



ELEVATION

1/4" = 1'-0"

0 2' 4' 8'

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TITLE:  
**BLUTH PROJECT**

LOCATION:  
SALT LAKE COUNTY

PRELIMINARY  
NOT FOR CONSTRUCTION

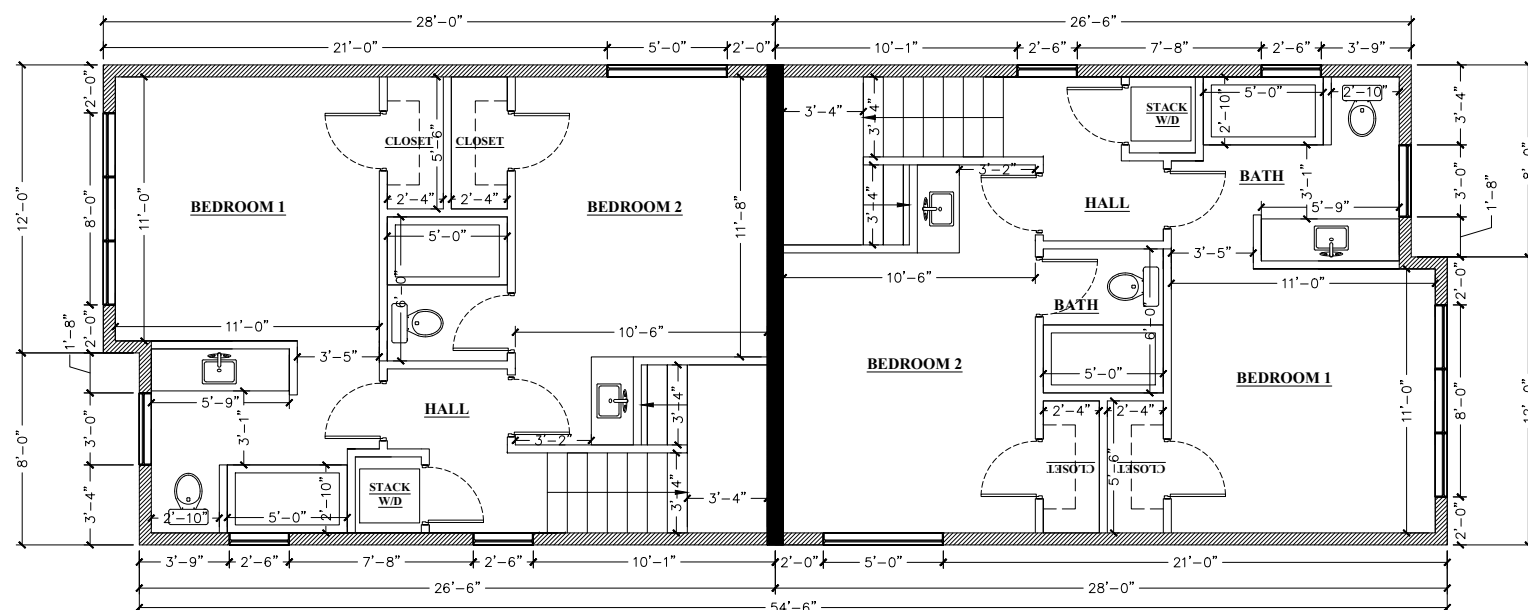
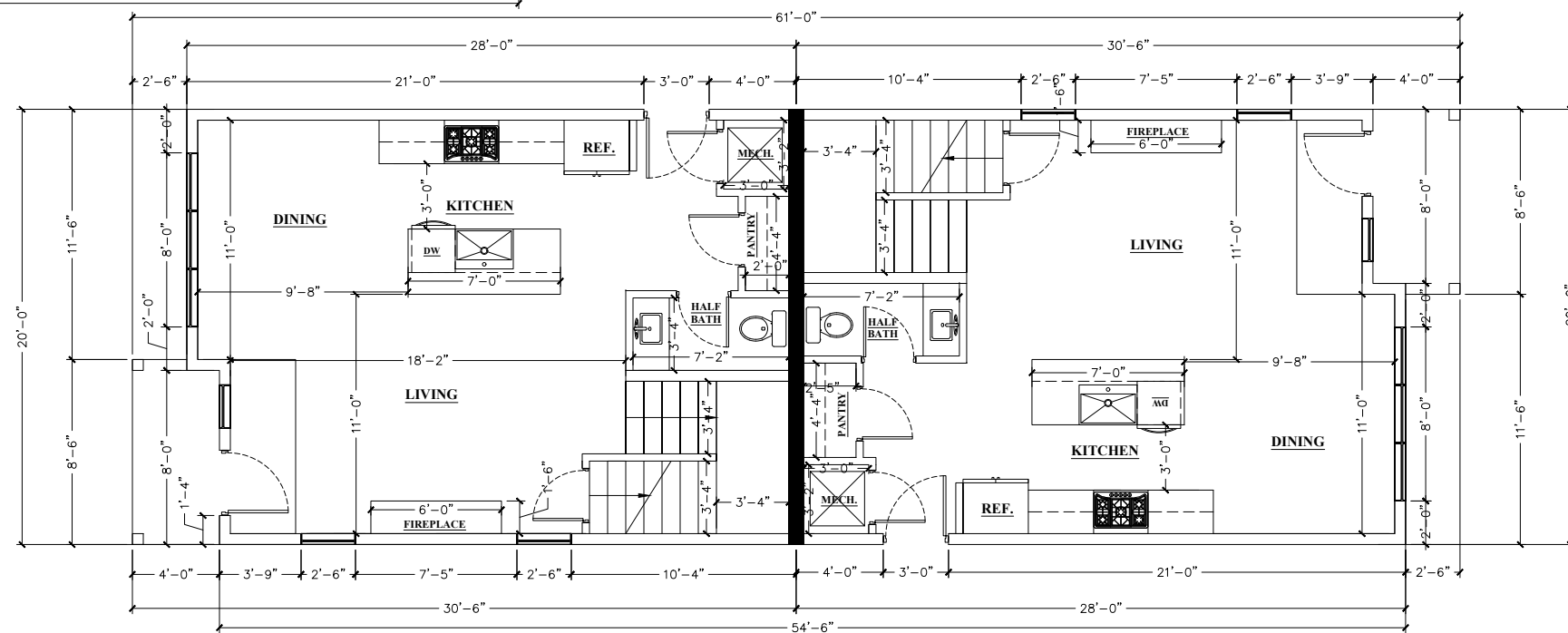
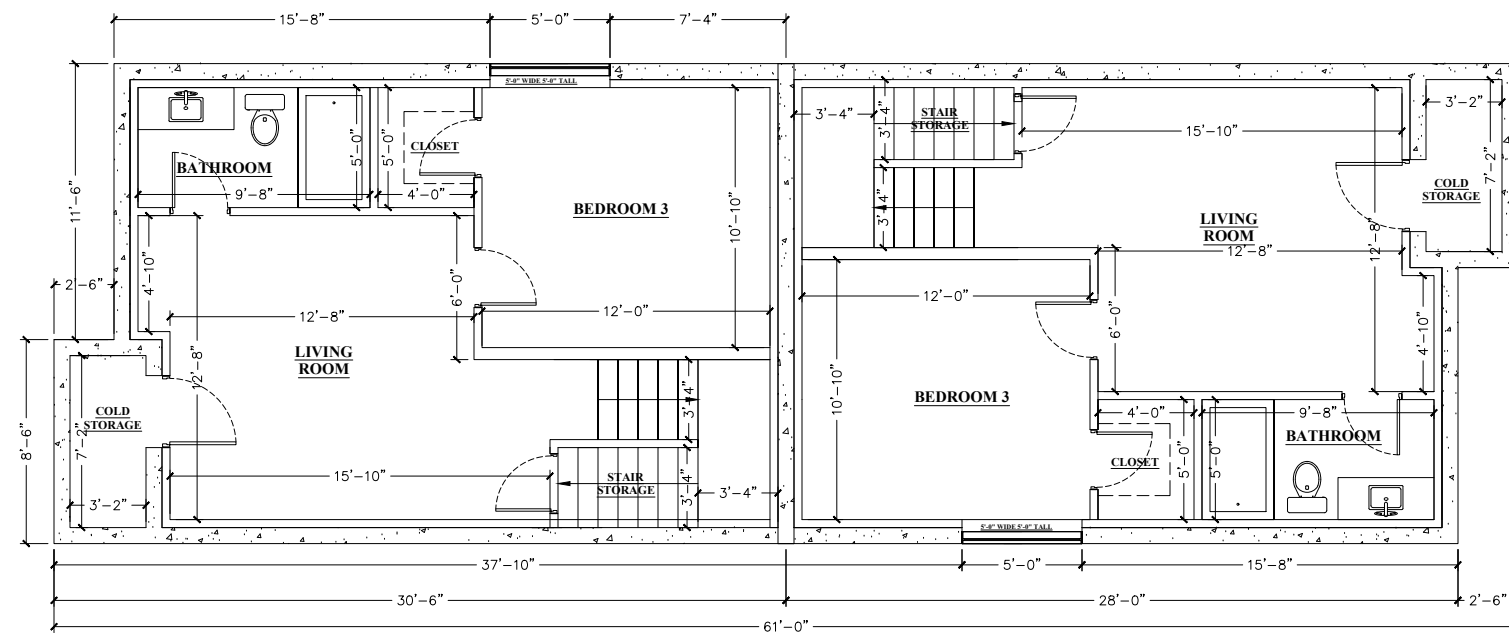
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DESIGNER: DAB  
DRAWN BY: DAB

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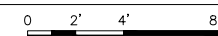
SCALE: REFER TO PLANS  
JOB #: 100  
DRAWING TITLE:  
UPPER  
FLOOR PLAN

SHEET NO.  
A-102



FLOOR PLANS

1/4" = 1'-0"





ELEVATION

1/4" = 1'-0"



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TITLE:  
**BLUTH PROJECT**

LOCATION:  
SALT LAKE COUNTY

PRELIMINARY  
NOT FOR CONSTRUCTION

PROJECT MANAGER: ---  
DESIGNER: DAB  
DRAWN BY: DAB

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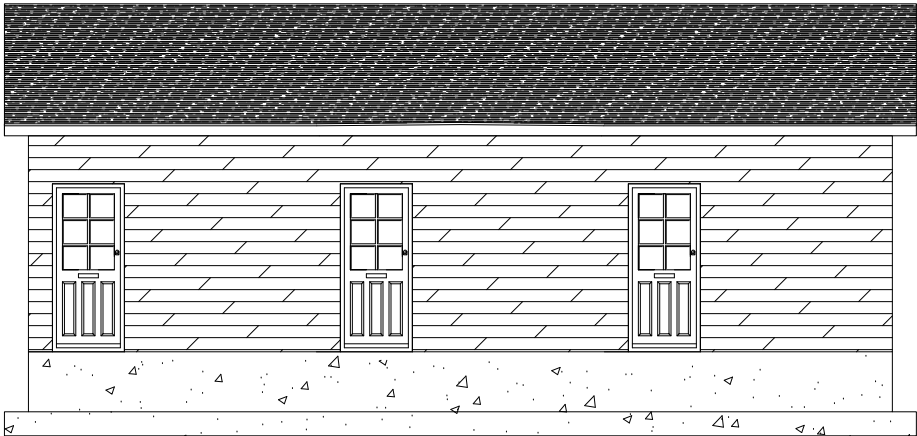
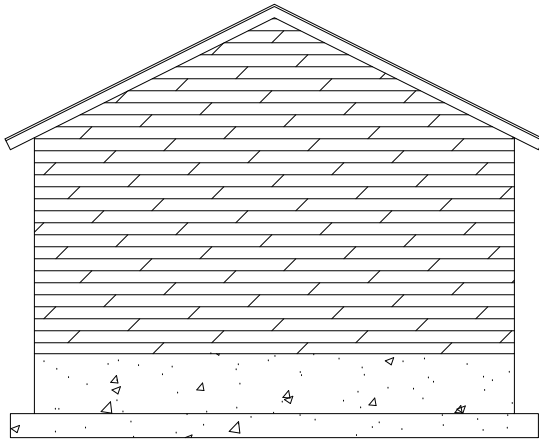
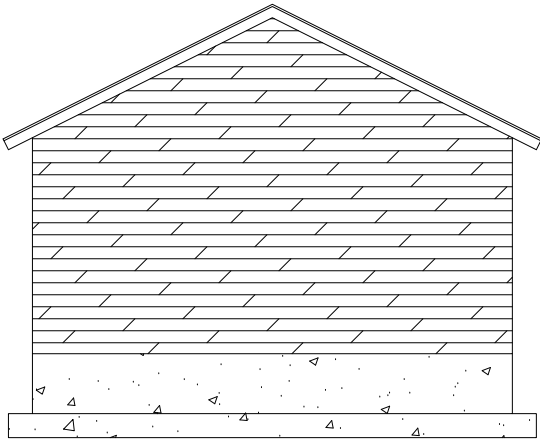
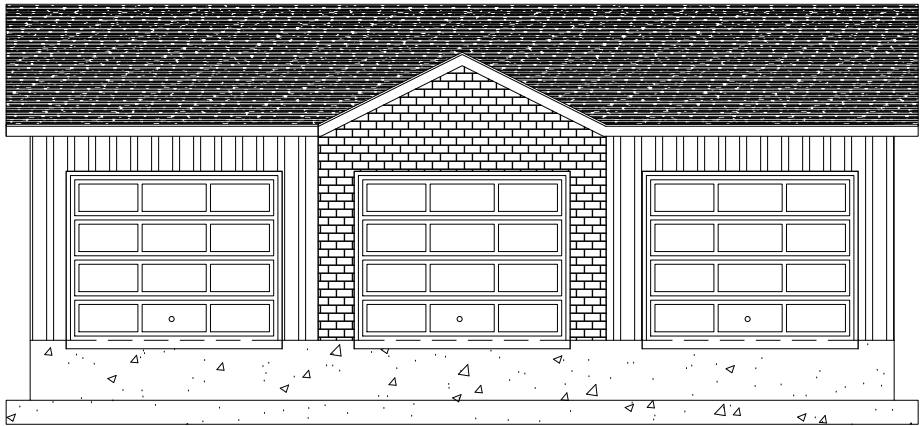
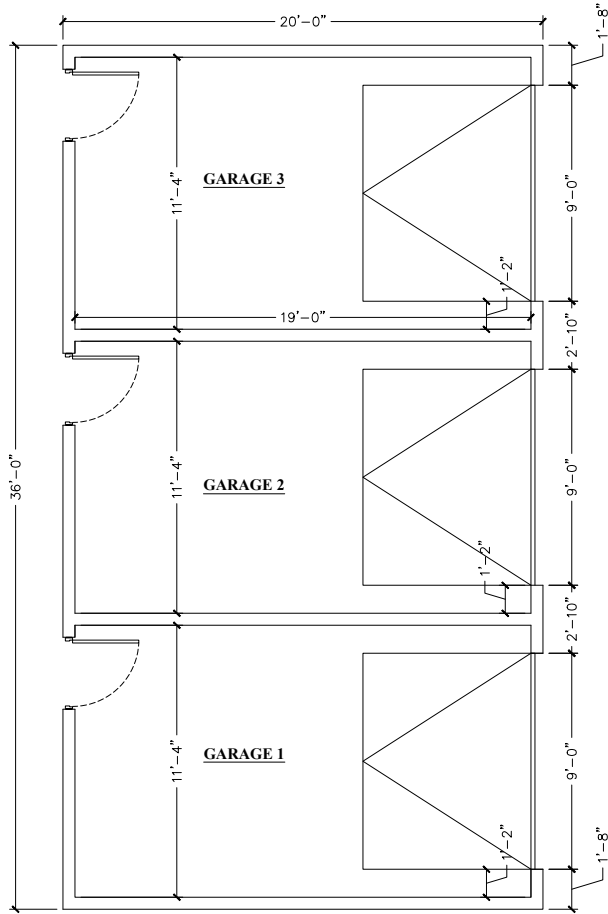
SCALE: REFER TO PLANS  
JOB #: 100

DRAWING TITLE:

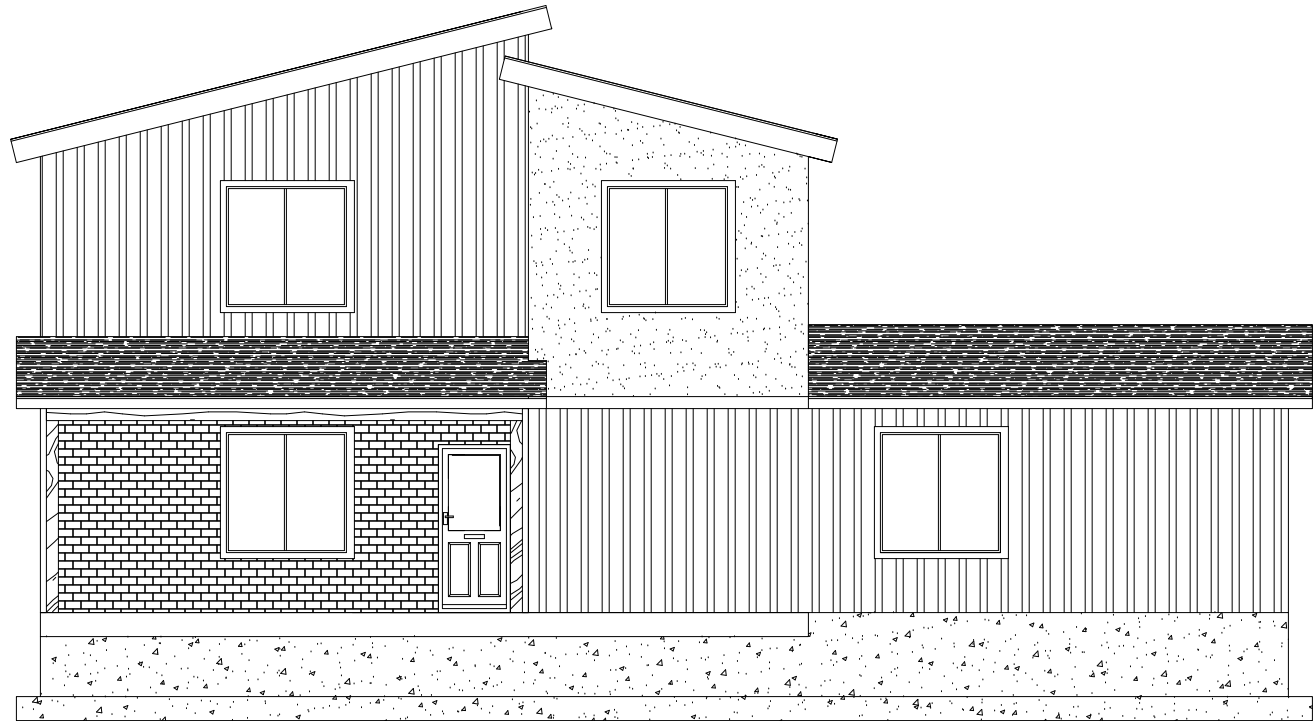
ROOF PLAN

SHEET NO.

A-103

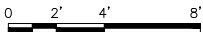


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## SYSTEM RUN PLAN

1/4" = 1'-0"



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## TITLE: BLUTH PROJECT

LOCATION:  
SALT LAKE COUNTY

PRELIMINARY  
NOT FOR CONSTRUCTION

PROJECT MANAGER: ---  
DESIGNER: DAB  
DRAWN BY: DAB

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| REVISION: | DATE: | NOTES: |
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SCALE: REFER TO PLANS  
JOB #: 100

DRAWING TITLE:  
SYSTEM RUN  
PLAN UPPER FLOOR

SHEET NO.  
A-105

**MILLCREEK, UTAH**  
**ORDINANCE NO. 26-14**

**AN ORDINANCE ADDING TITLE 10 CHAPTER 10.32 ENTITLED LOITERING**

**WHEREAS**, the Millcreek Council (“Council”) met in regular session on April 13, 2026, to consider, among other things, adding Title 10 Chapter 32 to the Millcreek Code of Ordinances with respect to Loitering; and

**WHEREAS**, staff has advised the Council that loitering on public sidewalks creates the following problems: deters customers from entering establishments, interferes with storefront access, creates perceptions of disorder that affect commerce, impedes pedestrian flow, creates safety problems, interferes with ADA accessibility (wheelchairs, mobility aids), and creates congestion; and

**WHEREAS**, after careful consideration and based on staff recommendations, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of the City to add Title 10 Chapter 32 of the Millcreek Code of Ordinances with respect to Loitering.

**NOW THEREFORE, BE IT ORDAINED** by the Council that Title 10, Chapter 32 of the Millcreek Code of Ordinances be added as follows:

**10.30 LOITERING**

**10.32.100: LOITERING ON SIDEWALK:**

It is unlawful for any person to remain standing, lying or sitting on any sidewalk for a longer period than two (2) minutes, in such manner as to obstruct the free passage of pedestrians thereon, or wilfully to remain standing, lying or sitting thereon in said manner for more than one (1) minute after being requested to move by any police officer, or wilfully to remain on any sidewalk in such manner as to obstruct the free passage of any person or vehicle into or out of any property abutting upon said sidewalk or any property having access to such sidewalk. Any violation of this chapter is a Class B misdemeanor.

This Ordinance, assigned no. 26-14, shall take immediate effect as soon as it is published or posted as required by law and deposited and recorded in the office of the City’s recorder.

**PASSED AND APPROVED** this 13<sup>th</sup> day of April 2026.

**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 26-14: AN ORDINANCE ADDING TITLE 10 CHAPTER 10.32 ENTITLED  
LOITERING was adopted the 13<sup>th</sup> day of April 2026 and that a copy of the foregoing Ordinance  
26-14 was posted in accordance with Utah Code 10-3-711 this \_\_\_\_ day of April, 2026.

---

Elyse Sullivan, City Recorder

**MILLCREEK, UTAH**  
**RESOLUTION NO. 26-05**

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING A UTILITY  
PERMIT AGREEMENT WITH SALT LAKE CITY CORPORATION**

**WHEREAS**, the Millcreek Council (“*Council*”) met in regular session on April 13, 2026, to consider, among other things, approving a utility permit agreement (“*Agreement*”) with Salt Lake City Corporation; and

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

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

**WHEREAS**, the City and Millcreek desire to enter into the Agreement to facilitate the Millcreek Wasatch Blvd Multi-Use Path project (“*Project*”); and

**WHEREAS**, a portion of the Project is on property owned by the City that is used for critical water infrastructure, including a culinary water pump station and the Big Cottonwood Water Conduit; and

**WHEREAS**, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into the Agreement; and

**WHEREAS**, the Agreement has been presented to the Council for review and approval, a copy of which is attached hereto; and

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

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

This Resolution assigned No. 26-05, shall take effect immediately on passage.

**PASSED AND APPROVED** by the Council this 13<sup>th</sup> day of April 2026.

**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 |

## UTILITY PERMIT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the date stamped by the Salt Lake City Recorder's Office ("Effective Date"), by and between **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah ("City"), and the city of **MILLCREEK**, a Utah municipal corporation, whose mailing address is 1330 East Chambers Avenue, Millcreek, Utah 84106 ("Permittee"),

### WITNESSETH:

WHEREAS, City is the owner of certain real property and Big Cottonwood Conduit Easement used by City for critical water infrastructure, including a culinary water pump station and the Big Cottonwood Water Conduit in Salt Lake County, Utah, located at 4430 S Wasatch Blvd ("Property"); and

WHEREAS, Permittee is desirous of obtaining a permit from City for using part of the said Property to install curb, gutter, and paved pathway ("Facilities"), for Permittees project of Wasatch Blvd Multi-Use Path ("Project"), on the Property at approximately 4430 S Wasatch Blvd; and

WHEREAS, City is willing to grant a permit for such use within the premises described in Exhibit "A" and "B", attached hereto and by this reference made a part hereof ("Premises"); and

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. This Agreement shall have an initial term of ten (10) years ("Term") from the date hereof. The parties acknowledge a lump sum permit fee of \$23,512.00 for the 10-year term. as the determined value for the Facilities to be constructed within the Property. The Permittee will install, construct and maintain, to City standards, a drivable approach to be used by both parties and to be maintained by Permittee at Permittee's expense.

As a courtesy, Permittee may opt for an annual payment instead of a lump sum payment. If Permittee chooses an annual payment, the City's rate of return (8%) will be added to each annual payment for a total annual permit payment of \$2,921.17, which amount shall be paid by the Permittee upon the execution of this Agreement. Subsequent payments shall be due on the anniversary date of recordation of the Agreement, and each annual payment shall be increased by four percent (4%) of the prior year's permit payment amount, for a total of \$3038.02.

This Agreement may be renewed after the City receives a written notice of intent to renew from the Permittee that is received prior to the expiration of the Term, not more than 90 days before the expiration of the current Term. A maximum of up to two (2) additional terms of ten (10) years is allowed. The permit fee for each additional 10-year term shall be determined by an appraisal of the Premises conducted within six (6) months of the renewal date. Permit payments

shall be made payable to Salt Lake City Corporation and sent to the City's Director of Public Utilities at 1530 South West Temple Street, Salt Lake City, Utah 84115.

The receipt of the permit payment is hereby acknowledged, and the City hereby grants permission and license to Permittee to install and maintain Facilities upon the Premises.

2. Prior to any Facilities installation, the Permittee's plans, specifications and timetable for installation of said Facilities shall be submitted to and must be approved by the City's Director of Public Utilities ("Director"), or designee, before any construction thereon may commence. Permittee will make any changes in such plans, specifications or timetable as and when requested by said Director. The following items are required as part of this Agreement:

- a. Inspector: Michael McLelland 801-483-6712 - must be contacted 24 hours before Project construction begins.
- b. Any unresolved conflicts of access may result in the revocation of this Agreement and may result in no additional access being granted.
- c. Permittee agrees to obtain written clearance for any foreign fill needed for the Project from the City.

3. Permittee agrees not to erect any structures other than the Facilities or make any other improvements on the Premises. Permittee agrees to perform all such installation pursuant to all applicable federal laws or regulations, City ordinances, and Salt Lake County and State laws. Installation and maintenance of the Facilities on the Premises shall be at Permittee's sole expense.

4. Permittee shall, at Permittee's sole expense, and within a reasonable time and when requested in writing by City, remove, replace or alter the Facilities installed by Permittee on the Premises. In connection with any relocation, City may provide Permittee with alternate space within the Property.

5. Permittee agrees that at all times this Permit shall be subject to any use of the Premises City may desire, and City shall not be liable to Permittee for any loss of use or damage to Permittee's Facilities resulting from such use. Permittee shall be responsible for implementing all necessary safety measures related to the temporary closure of the Facilities and Premises during the City's construction activities on the Property. This includes posting appropriate signage, securing access points, and coordinating with relevant agencies to ensure public safety and compliance with applicable regulations throughout the duration of the construction period.

6. Permittee agrees to operate and maintain the Facilities located within the Premises, during the term of the Agreement, in accordance with generally accepted standards for operation and maintenance of similar facilities. Permittee shall be responsible for the day-to-day maintenance of the Premises and associated right-of-way, including snow and weed management within the Premises.

7. Permittee agrees, upon written notice from the Director, to repair any damage caused to the Premises as a result of use of the Premises by Permittee and its agents, employees or invitees.

8. Permittee is in default of this Agreement if Permittee fails to perform or comply with any terms under this Agreement, or if Permittee's use of the Premises results in or has a material adverse effect on the Property. Upon default, the City shall provide written notice to Permittee describing the default and establishing a period of time to allow Permittee to cure the

default. If the established period of time passes and Permittee fails to cure the breach, the City may revoke this Agreement, and Permittee shall be responsible for any and all damages and costs incurred by City as a result of Permittee's breach.

9. This Agreement is subject to revocation by the City for any reason and at any time upon the expiration of thirty (30) days prior written notice sent to Permittee at the Permittee's above stated address. Upon receipt of such notice, Permittee shall remove any Facilities or improvements from the said Premises, restoring the surface of the Premises as near as possible to its condition prior to the date hereof.

10. City and Permittee are bodies politic and corporate of the State of Utah and are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq. of the Utah Code, as the same may be amended (the "Act"). Subject to the Act and up to the limitations of liability established in Section 63G-7-604 of the Act, Permittee shall indemnify, hold harmless, and defend City, its officers and employees, from and against any and all losses, claims, counterclaims, demands, actions, damages, costs, charges, liens, expenses, and causes of action of every kind or character, including reasonable attorneys' fees, arising out of Permittee's intentional, reckless, or negligent performance hereunder. Permittee's duty to defend City shall exist regardless of whether City or Permittee may ultimately be found to be liable for anyone's negligence or other conduct. Permittee shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Permittee to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section will survive the expiration or earlier termination of this Permit.

City assumes no responsibility for any damage or loss that may occur to Permittee's Facilities, except the obligation City assumes that it will not willfully or intentionally damage Permittee's Facilities. City has no responsibility for Permittee's Facilities, maintenance, or any activities performed or engaged in by Permittee.

11. Permittee at its own expense, shall secure and maintain in force during the term of this Agreement, an insurance policy or program sufficient to provide coverage for the risks and indemnities that Permittee has assumed under this Permit, and in accordance with the following:

A. Commercial general liability insurance with City as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, and Permittee from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise with respect to the Premises. Such insurance shall provide coverage for premises operations and the acts of independent contractors.

B. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

C. All policies of insurance shall be issued by insurance companies authorized to do business in the state of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

**OR**

(2) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended

D. Permittee shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Permittee shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by City, certifying coverage in compliance with the modified limits.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled without providing 30 days prior written notice to City.

G. Self-insured Permittee shall obtain and maintain (during the term of the Agreement) insurance policy or program sufficient to provide coverage for the risks and indemnities Permittee has assumed under this Agreement, as approved by the City's Risk Manager.

12. This Agreement is not assignable.

13. Any ambiguity in this Agreement shall be construed in favor of the City.

14. This Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

15. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by the Permittee pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Permittee. Any materials for which the Permittee claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from the Permittee explaining the Permittee's claim of exemption from disclosure. City will make reasonable efforts to notify the Permittee of any requests made for disclosure of documents submitted under a claim of confidentiality. The Permittee may, at the Permittee's sole expense, take any appropriate actions to prevent disclosure of such material. The Permittee specifically waives any claims against City related to disclosure of any materials required by GRAMA.

(SIGNATURE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein first above written.

SALT LAKE CITY CORPORATION

By \_\_\_\_\_  
DIRECTOR, DEPARTMENT OF  
PUBLIC UTILITIES

ATTEST AND COUNTERSIGNED:  
Salt Lake City Attorney's Office

\_\_\_\_\_  
CITY RECORDER

APPROVED TO FORM:  
Salt Lake City Attorney's Office

\_\_\_\_\_  
City Attorney

CITY OF MILLCREEK

\_\_\_\_\_  
BY: Cheri Jackson  
ITS: Mayor

ATTEST AND COUNTERSIGNED:

\_\_\_\_\_  
Millcreek City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Millcreek City Attorney

**EXHIBIT A**  
**("Premises")**

A parcel of land for the construction and maintenance of multi-use path along existing Wasatch Boulevard, being part of an entire tract of property containing Lot 2, of the Mt. Olympus Hills #1, a subdivision recorded as Entry No. 1487699 in Book Q at Page 65, situate in the SW1/4 NE1/4 and the NW1/4 SE1/4 of Section 2, T.2S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of said Wasatch Boulevard which point is 1,066.48 feet N.89°59'50"E. and 26.89 feet N.28°32'46"E. and 28.59 feet N.34°07'19"E. and 109.97 feet S.89°59'51"E. from the center quarter corner of said Section 2; and running thence Southwesterly 187.26 feet along the arc of a 2,258.83-foot radius non-tangent curve to the right (Note: center bears N.62°33'19"W.) through a central angle of 04°44'59" (Note: chord bears S.29°49'10"W. for a distance of 187.20 feet) along said westerly right of way line to the southeast corner of said entire tract; thence N.73°33'03"W. 10.39 feet along the southerly boundary line of said entire tract to a point 43.00 feet perpendicularly distant westerly from the control line of said Wasatch Boulevard; thence N.36°01'15"E. 73.44 feet to the beginning of a 2,254.83-foot radius non-tangent concentric curve to the left (Note: center bears N.59°35'30"W.) at a point 37.00 feet perpendicularly distant westerly from said control line; thence Northeasterly 114.38 feet along the arc of said concentric curve through a central angle of 02°54'23" (Note: chord bears N.28°57'19"E. for a distance of 114.37 feet) to the northerly boundary line of said entire tract; thence S.89°59'14"E. 4.51 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 976 square feet or 0.022 acre in area.

The basis of bearing of the above description is S.00°16'30"W. between the Center Quarter Corner and the South Quarter Corner of said Section 2.

(Note: Rotate all bearings in the above description 00°14'08" clockwise to obtain project bearings.)

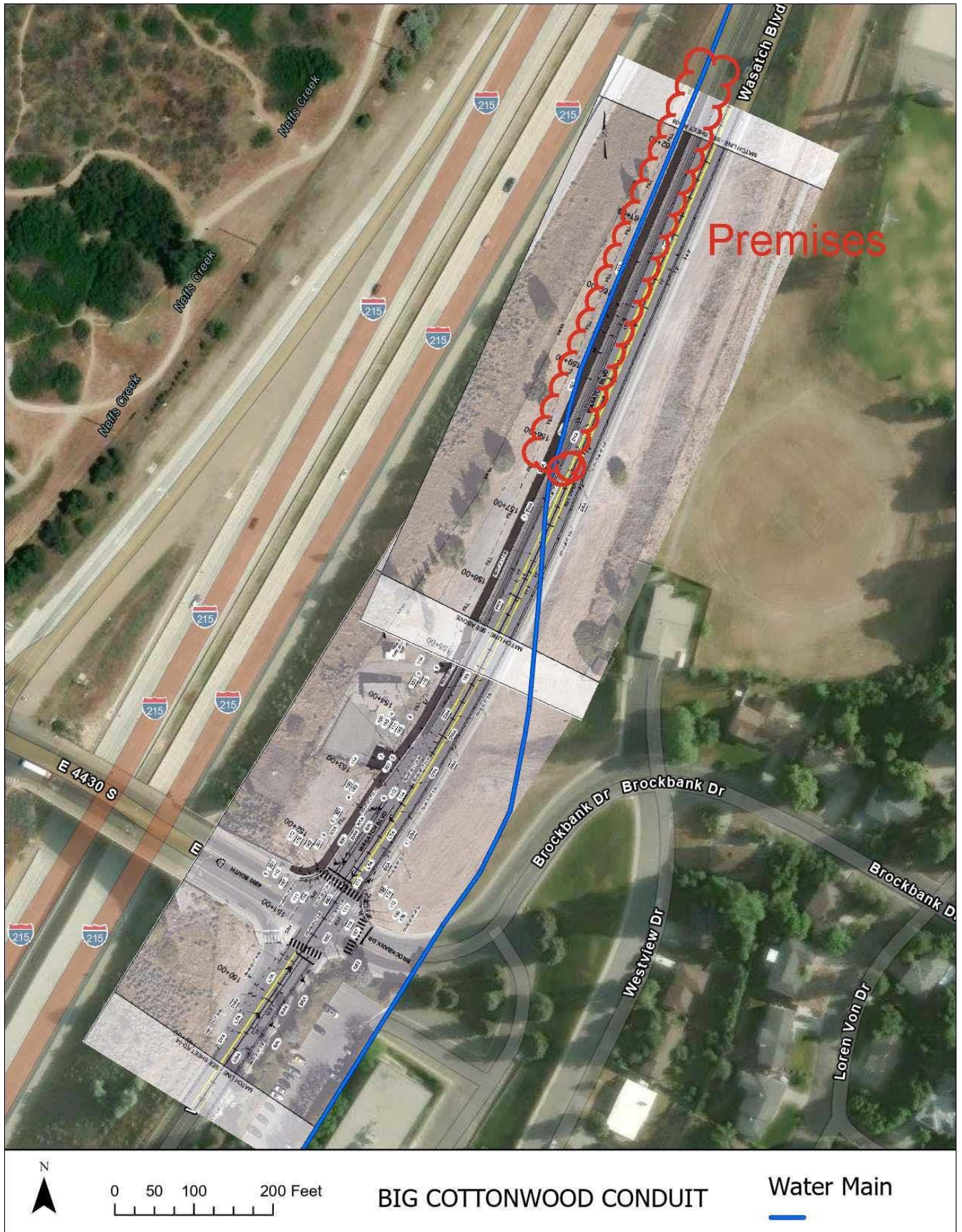
EXHIBIT A CONTINUED



File Path C:\Program Files\Autodesk\AutoCAD 2025\Drawing2.dwg Aug 07, 2025 3:16pm

|                       |                |                                                                                                                                                                                                    |                   |                     |                    |  |
|-----------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------|--------------------|--|
| PROJECT               | WASATCH BLVD.  |  <div>WALL CONSULTANT GROUP<br/>2139 SOUTH 1260 WEST<br/>SALT LAKE CITY, UT 84119<br/>PHONE: 801-449-1173</div> | REVISIONS         |                     |                    |  |
|                       | MULTI-USE PATH |                                                                                                                                                                                                    |                   |                     |                    |  |
| PROJECT NUMBER        | 24-665         | MILLCREEK CITY<br>1330 EAST CHAMBERS AVENUE                                                                                                                                                        |                   |                     |                    |  |
| SALT LAKE CITY PARCEL |                | SCALE:<br>N/A                                                                                                                                                                                      | DATE:<br>8/7/2025 | DESIGNED BY:<br>AJC | CHECKED BY:<br>DRW |  |
|                       |                | NO.                                                                                                                                                                                                | REMARKS           | BY                  | DATE               |  |

**EXHIBIT B**



**MILLCREEK, UTAH**  
**RESOLUTION NO. 26-06**

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING  
AN ACTIVE TRANSPORTATION COOPERATIVE AGREEMENT BETWEEN UDOT  
AND MILLCREEK WITH RESPECT TO A SHARED USE PATH ON 3900 SOUTH  
STREET FROM THE JORDAN RIVER TO WEST TEMPLE STREET**

**WHEREAS**, the Millcreek Council (“*Council*”) met in regular session on April 13, 2026, to consider, among other things, approving an Active Transportation Cooperative Agreement between UDOT and Millcreek with respect to a shared use path on 3900 South street from the Jordan River to West Temple street; and

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

**WHEREAS**, UDOT and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

**WHEREAS**, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Active Transportation Cooperative Agreement between UDOT and Millcreek with respect to a shared use path on 3900 street from the Jordan River to West Temple street; and

**WHEREAS**, an interlocal cooperative agreement has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

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

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

This Resolution assigned No. 26-06, shall take effect immediately on passage.

**PASSED AND APPROVED** by the Millcreek Council this 13<sup>th</sup> day of April 2026.

**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 |



**State of Utah**  
**Department of Transportation**

|                                                  |                                                          |                                                                                                             |
|--------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Active Transportation Cooperative Agreement      | Local Agency(ies):<br>Millcreek and South Salt Lake City | Estimated<br><u>Local Contribution:</u><br>\$ 0.00<br>Estimated<br><u>UDOT Funding:</u><br>\$ 10,000,000.00 |
| PIN: 21908<br>CID: 74844<br>Project #: S-TR02(4) | Total Project Value Estimate:<br>\$10,000,000.00         | Date Executed:                                                                                              |

**This Active Transportation Investment Funds (“ATIF”) Program Cooperative Agreement** (the “**Agreement**”), made and entered into as of the “Date Executed” stated above, by and between the UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah (hereinafter referred to as “**UDOT**”) and the following: Millcreek City and South Salt Lake City, (hereinafter referred to as “**Local Agency**”), (UDOT and the Agency are collectively referred to as “**Parties.**”)

## **RECITALS**

**WHEREAS**, the Utah State Legislature appropriated money for the ATIF Program (“**Program**”) pursuant to Utah Code Section 72-2-124(11), and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304;

**WHEREAS**, the Program supports the creation and management of the Utah Trail Network (“**UTN**”), which will consist of a statewide network of trail facilities owned and operated by UDOT, and that any trail UDOT has constructed or will construct may be adopted into the UTN at an unspecified future date;

**WHEREAS**, on \_May 14th, 2024, the Utah Transportation Commission approved a scope of work for UDOT to design and construct a shared use path located approximately at: 3900 S from the Jordan River to West temple (“**Trail**,” further described in Exhibit A and attached to this Agreement and incorporated herein). The Trail will have a uniform depth of three (3) to six (6) inches of pavement and a uniform width of eight (8) feet on either side of the Trail centerline (the total width of which is referred to as the Trail’s “**Right of Way**”. The total width of the actual pavement may be less than the sixteen (16) feet of defined Trail Right of Way.) The Trail will be constructed using appropriated ATIF funds in the amount of \$ 10,000,000.00 (the “**Funding**,” further detailed in paragraph C of this Agreement) to perform the design and construction of the trail (the “**Work**”);

**WHEREAS**, this Agreement addresses: (1) the Parties’ role in the Work, (2) the ownership of the Trail and Right of Way, (3) the funding for the Trail, (4) the operation and maintenance responsibilities of the Trail and Right of Way and its improvements and betterments, and (5) access to the Trail (“**License**”), as well as miscellaneous terms.

## AGREEMENT

THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the Parties agree as follows:

### A. Work.

1. Scope of the Work. UDOT is solely responsible for the Work, which is outlined in the Scope of Work(s) (attached as Exhibit B).
2. Roles and Responsibilities Concerning the Work.

- a. UDOT. UDOT will use the Funding outlined in Paragraph C to engage in its standard Design-Bid-Build process ("DBB") to complete the Work, which includes UDOT retaining consultants/contractors to design and construct the trail, and UDOT overseeing the Work.

Parties acknowledge that UDOT will enter into a separate agreement with one or multiple consultant(s)/contractor(s) ("Contract(s)") to perform and complete the Work.

Upon request by the Local Agency, UDOT shall disclose to the Local Agency documents in the Contract(s) that are relevant to the Work, including detailed plans or technical specifications, subject to any applicable provisions under the Government Records Access and Management Act ("GRAMA"), Utah Code § 63g-2-101 et. seq.

- b. Local Agency. The Local Agency shall assign a Local Project Manager to:
      - i. Act as the single representative of the Local Agency to coordinate with UDOT throughout the Project, as needed, including, but not limited to: (1) informing UDOT of any information that might affect the Work, (2) ensuring that the Local Agency will continuously uphold its responsibilities under this Agreement, and (3) apprising the Local Agency's councils, commissioners, committees, or residents of any significant updates on the Work.
      - ii. Ensure any Local Agency funding contributions are successfully transferred to the Project in the timeframes specified in Section C of this Agreement.

3. Temporary Construction Easement ("TCE"). Parties agree UDOT requires a TCE in UDOT's name for the Work, which shall be executed between the Parties in a separate instrument.
4. Final Acceptance. Parties agree that Final Acceptance of the Work is to be consistent with any final acceptance terms set forth in the Scope of Work.

Upon Final Acceptance of the Work, the Work is deemed to be completed. At this time, Local Agency releases UDOT and its employees, agents, contractors, and consultants from all claims and losses of every kind (including, but not limited to, claims, demands, damages, liabilities, liens, and suits, whether or not involving negligence) that are in any way connected with or arise from the Work.

### B. Ownership of Land and Improvements.

1. Ownership of Land. For any Trail segments constructed within existing UDOT Right of Way, UDOT shall retain ownership of this Right of Way and the land on which the Trail is built. For any Trail segments constructed on Local Agency Right of Way, the Local Agency shall retain ownership of this Right of Way and the land on which the Trail is built.

If the acquisition of Right of Way is required to construct the Trail, and is adjacent to existing UDOT Right of Way, then UDOT will own this newly acquired Right of Way. If the newly acquired Right of Way is not adjacent to existing UDOT Right of Way, then it shall be transferred to the Local Agency to own in fee title.

UDOT has no obligation to commence Work for the Trail until such ownership has been established.

2. Ownership of the Improvement. Upon completion of the Work for the Trail, The Local Agency shall own the Trail improvements and carry out the Operations and Maintenance responsibilities contemplated in Section D of this Agreement until such time when UDOT formally adopts the Trail into the UTN.

“Formal adoption” (otherwise stated in this Agreement as “formally adopt”) means, for the purposes of this Agreement, UDOT undergoing the process or taking the necessary action(s), whether authorized or required in statute or in administrative code, to incorporate the Trail into the UTN. Parties acknowledge that UDOT has yet to determine all specific details and procedures of formal adoption, but Parties agree that formal adoption must entail, but is not limited to, the following actions:

- a. UDOT providing the Local Agency six (6) months’ advance written notice of UDOT formally adopting the Trail into the UTN, and allowing the Local Agency to provide written comments to UDOT concerning the Trail during that six (6) month period;
- b. The Local Agency transferring a perpetual easement for the Right of Way in consideration of UDOT’s investment of Funding to construct the Trail, the form of which is attached as Exhibit C to this Agreement (“Perpetual Easement”). Parties further agree that the terms in this Perpetual Easement are material terms negotiated and agreed upon by both Parties at the execution of this Agreement, and that the Perpetual Easement may not be modified unless approved, in writing, by UDOT.
- c. The Parties renegotiating the provisions in Section D, Operations and Maintenance, and promptly executing a separate agreement following those negotiations without unreasonable delay.

UDOT’s rights in this paragraph shall survive the expiration or termination of this Agreement.

## **C. Funding.**

1. Funding Contributions. As part of the Program, no Local Match amount is required from the Local Agency, but the Local Agency may contribute funds to the Work on a voluntary basis. Local Agency may not contribute additional funds to the Work, including non-UDOT administered State funding, local funding, county funding, and federal funding unless approved by UDOT in writing.

If the Local Agency agrees to contribute funds to completing the Work, that contribution(s) is shown in the table in paragraph C.2. If there is such a contribution, then the Local Agency shall transfer such funds described in the table in paragraph C.2. to UDOT (as a lump sum) in the form of a check or money order upon the execution of this Agreement.

2.

| Fund           | Prior        | FY 202X        | Total           | State Aid | Other | Percent |
|----------------|--------------|----------------|-----------------|-----------|-------|---------|
| UDOT (ST_ATIF) | \$397,166.42 | \$9,602,833.58 | \$10,000,000.00 |           |       | 100%    |
| Local Agency   | 0            | \$0            | 0               |           |       | 0%      |
| Total          | \$397,166.42 | \$9,602,833.58 | \$10,000,000.00 |           |       | 100%    |

3. Payment Application and Reimbursement of Excess Funds.

In the event the Local Agency contributes funds to completing the Work, as contemplated in the above paragraph C.2., then UDOT will exhaust those funds first before it applies any UDOT (ST\_ATIF) funds to completing the Work. If UDOT determines additional funding is required then UDOT may secure and add funding as needed from internal sources, subject to approval by the Utah Transportation Commission. In the event UDOT cannot secure additional funding for the Work, then UDOT may reduce the Scope of Work, or cancel the Work in its entirety.

4. Quarterly Statements. If the Local Agency has contributed funds pursuant to paragraph C.1., then the Local Agency may request the UDOT Comptroller's Office to provide the Local Agency with a quarterly statement reflecting a cost summary for the Work.
5. Betterments. This Agreement and the funds detailed in the table in C.2. only apply to the work approved as part of the Project. Betterments or other work not detailed in Section A shall not be paid for with the Project Funding. Parties agree to execute a separate agreement for any proposed betterments, including standards and specifications for those betterments and the funding thereof. In any such agreement, and unless specified otherwise in the Scope of Work, UDOT shall not own any betterments and shall not be responsible for any of their associated costs.

D. Operations and Maintenance.

1. General Terms. After completion of the Work, the Local Agency agrees to keep the Trail in a good, proper, and safe condition for use by the public and to perform all maintenance work in connection with the Trail, including, but not limited to, maintenance, ongoing or otherwise, as specified in this paragraph D.1., and in the Maintenance Activities provision in paragraph D.2.

Parties acknowledge that the Local Agency is solely responsible for funding any of the maintenance activities it performs on the Trail, including those required under this Agreement. If the Local Agency fails to perform the maintenance activities as contemplated in this Agreement or in the Maintenance Activities provision in paragraph D.2, then those maintenance activities are considered delinquent, and UDOT may compel the Local Agency to cure those delinquent maintenance activities within thirty (30) days of UDOT notifying the Local Agency. If the Local Agency fails to cure the delinquent maintenance activities within that thirty (30) day period, then Local Agency agrees that UDOT may enter the ROW and perform the work through its employees, agents, contractors, and/or consultants. In this instance, once UDOT or its employees, agents, contractors, and/or consultants have completed that work, UDOT shall submit to the Local Project Manager an invoice of the total actual costs of performing the work. The

Local Agency shall reimburse UDOT for those costs within thirty (30) days of receiving the invoice, in one lump sum.

The Local Agency is responsible for ensuring the Trail is in good, usable condition, year-round, seven days/week, and at all hours of the day. "Good, usable condition" for the purposes of this Agreement means the Trail is unimpeded, accessible, and fully capable of accommodating pedestrian travel, including foot traffic, bicycles, wheelchairs, and any other mobility device under the Americans with Disabilities Act. Parties acknowledge that adverse weather events or other acts of God might create obstacles on the Trail or in its direct vicinity, or destroy sections of the Trail, thus preventing the Trail from being in good, usable condition. In this instance, the Local Agency agrees to rectify any such impediments as soon as reasonably possible. The Local Agency is solely responsible for such rectification efforts, including costs.

Adverse weather or acts of God notwithstanding, Parties acknowledge that the Trail might at times fall into disrepair or be in need of reconstruction. The Local Agency agrees to perform all activities required to repair or reconstruct the Trail.

In the event of the interest in the Trail reverting to UDOT, as outlined in Paragraph B.2 of this Agreement, Parties agree UDOT may assume any or all of the rights and responsibilities outlined in Section D.1 and D.2 of this Agreement. However, the Local Agency will continue responsibilities outlined in D.3.

The Parties agree that for as long as the Local Agency is obligated to perform operations and maintenance for the Trail and its Right-of-Way, the Local Agency shall have access for that purpose under the License stated in Section E of this Agreement.

2. Maintenance Activities. The Local Agency is responsible for ensuring, at minimum, the following maintenance activities:
  - Weed/Vegetation Control: As needed, mow vegetation directly adjacent to the Trail. Perform weed/vegetation mitigation in areas that directly impact Trail users.
  - Pavement/Crack Sealing: Ensure that the Trail surface pavement is in good, usable condition. Includes periodic preservation of pavement material using seal coats. Mitigate any expansion cracking of Trail surface material with crack seal compound as needed.
  - Erosion Control: Repair any erosion of shouldering material, or any other material that supports the Trail surface material. Sweep/remove any silt or sediment material from Trail surface, as needed, that might interfere with Trail users.
  - Signing and Striping: Keep all signage and striping in good condition as both roadway striping and trail interaction is a critical element of trail safety and management. Properly design crossings and striping can significantly reduce the risk of accidents and enhance the overall safety of trail users.
  - Snow Removal: Maintenance should be consistent with Local's existing snow removal policies and procedures for existing active transportation facilities.
3. Operational Activities. The Local Agency further agrees that it is solely responsible for providing any necessary security or safety measures on the Trail, including, but not limited to, law enforcement patrol of the Trail, litter control, removing homeless, and other civil and criminal matters.

E. **License.**

1. Subject to terms stated elsewhere in this Agreement, the Local Agency and UDOT each hereby provide to each other, their employees, agents, contractors, and/or consultants a non-exclusive license to enter onto and use the Trail Right of Way for purposes authorized under this Agreement.

UDOT's rights in this paragraph shall survive the expiration or termination of this Agreement.

F. **Miscellaneous Terms.**

1. **Termination.** Prior to completion of the Work, UDOT may terminate this Agreement, or any portion hereof, at its convenience and upon written notice to the Local Project Manager.

After completion of the Work, UDOT may terminate this Agreement, or any portion hereof, at its convenience and upon written notice to the Local Project Manager, if any of the following occur:

- a) The Trail is abandoned for a period of at least six (6) months. 'Abandoned' for the purposes of this Agreement means being in a state of desertion, general neglect, or disrepair, or being relinquished of all activities necessary for continuous Trail operation; or
  - b) The Local Agency fails to perform any obligations stated in this Agreement and fails to cure that default within ninety (90) days following receipt of written notice issued by UDOT; provided, however, that if the obligation is not something that can be reasonably performed within ninety (90) days of the written notice, UDOT may provide a reasonable additional extension of time within which the Local Agency may perform the obligation.
2. **Encumbrances, Right of First Refusal.** The Local Agency may not allow a lease, encumbrance, or any other interest to be placed on the Trail, and it shall hold the Trail free from such interests.

The Local Agency agrees that if it should ever be dissolved or become unable to perform its obligations under this Agreement, it will transfer its interests and obligations under this Agreement to another political subdivision of the State of Utah that is acceptable to UDOT and is capable of fully performing this Agreement.

Should the Local Agency ever intend to sell, exchange, dispose or transfer to a third party the Trail and/or the Right of Way, then it agrees to provide UDOT with the option to acquire the Trail and/or Right of Way from the Local Agency. The Local Agency must notify UDOT of this option within a reasonable time after the Local Agency decides to dispose of the property. The Local Agency agrees to provide UDOT with no less than 12 months to exercise UDOT's option to acquire the property from the Local Agency. Parties agree that any transaction between the Local Agency and UDOT in this circumstance will comply with applicable state requirements, including those set forth in the Rights-of-Way Act, Title 72, Chapter 5, and Utah Administrative Code R933-1.

The provisions in this paragraph shall survive the expiration or termination of this Agreement.

3. Ability to Enter into and Perform Agreement. Parties hereby represent that each party has the power and authority necessary to sign this Agreement and to perform all of their obligations under this Agreement as a public entity.
4. Indemnity. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
5. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement, to maintain insurance in amounts reasonably sufficient to pay for the contractor's or consultant's negligent acts or omissions.
6. Term. The initial term of this Agreement will be ten (10) years. At the end of the ten (10) year period, this Agreement will be automatically renewed by five (5) year increments unless terminated in accordance with any termination provision contemplated in this Agreement.
7. Miscellaneous.
  - a) Notice. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

|                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>To UDOT:</p> <p>UDOT<br/>4501 South 2700 West<br/>Box 143600<br/>Salt Lake City, UT 84114<br/>Attention: Eduardo Miranda</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT)<br/>4501 South 2700 West<br/>Box 143600<br/>Salt Lake City, UT 84114</p> | <p style="background-color: yellow;"><b>To Local Agency:</b></p> <div style="border: 1px solid black; height: 100px; margin-top: 10px; display: flex; align-items: center; justify-content: center;"> <p>Add City Information</p> </div> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- b) Duty to Comply. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.

- c) Waiver. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic means, including PDF or other reliable digital format, shall be deemed to have the same legal effect as delivery of an original signed copy.

#### **RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
Title: Region Project Manager, \*\*\*\*\*

Date: \_\_\_\_\_

#### **UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: UDOT Region Director, \*\*\*\*\*

Date: \_\_\_\_\_

**UTAH COMPTROLLER'S OFFICE**

By: \_\_\_\_\_

Title: Contract Administrator, \*\*\*\*\*

Date: \_\_\_\_\_

**\*\*\*\*\*Millcreek City\*\*\*\*\***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

Attest (Recorder):

\_\_\_\_\_

---

**\*\*\*\*\*South Salt Lake City\*\*\*\*\***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

Attest (Recorder):

\_\_\_\_\_



**State of Utah**  
**Department of Transportation**

|                                                                      |                                                          |                |
|----------------------------------------------------------------------|----------------------------------------------------------|----------------|
| Active Transportation<br>Cooperative Agreement<br><b>(Exhibit A)</b> | Local Agency(ies):<br>Millcreek and South Salt Lake City | Date Executed: |
| PIN: 21908<br>CID: 74844<br>Project #: S-TR02(4)                     |                                                          |                |

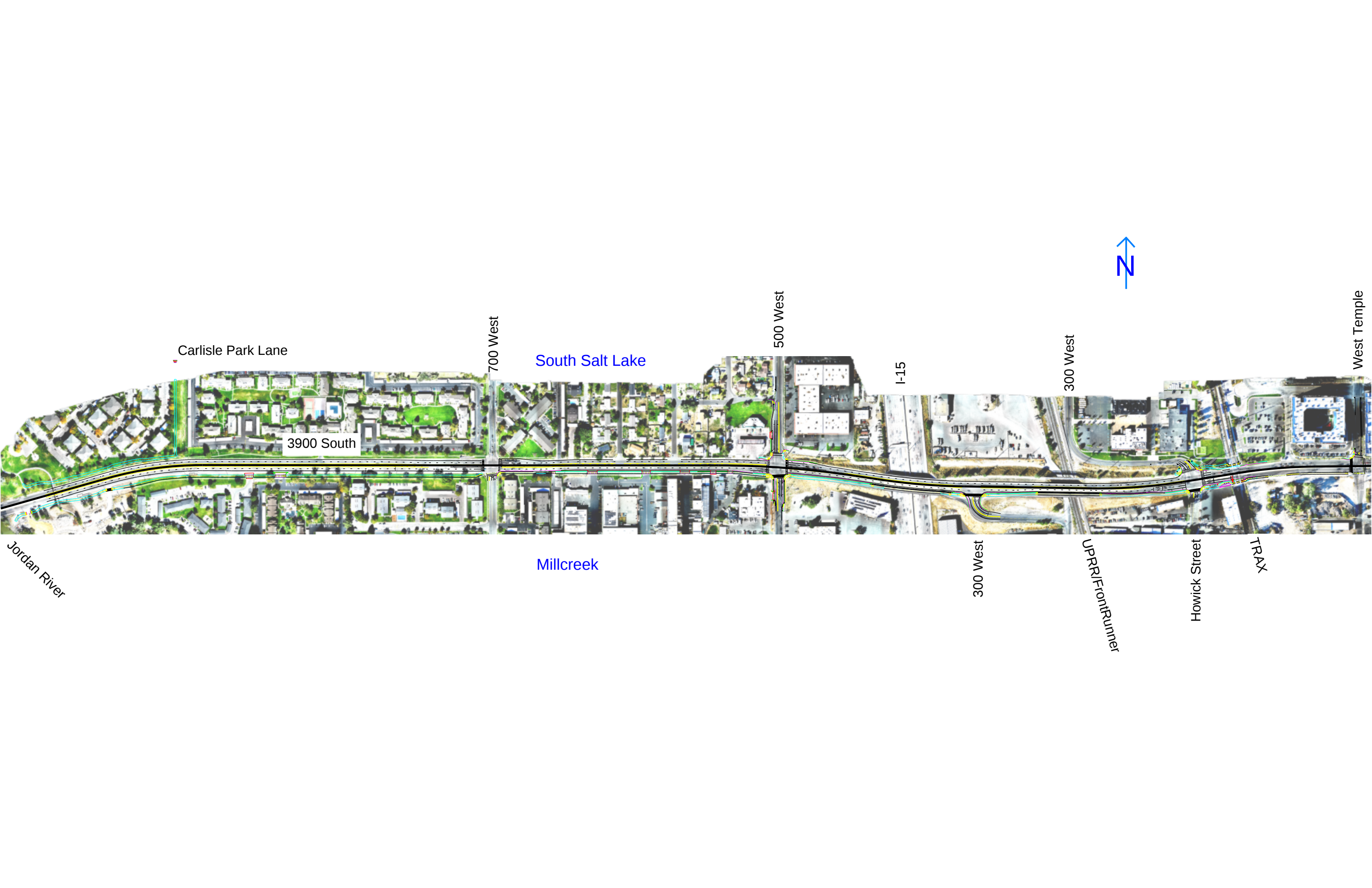
**Project Location.**

The 3900 South Trail is located between the Jordan River and West Temple. The trail is located in Salt Lake County. The northern segment is located on the north side of 3900 South in South Salt Lake between the Jordan River and Carlisle Park Lane and also between 300 West and UTA TRAX. The southern segment is located between the Jordan River and West Temple in Millcreek. It crosses the following intersections 700 West, 500 West, 300 West, Howick Street, and West Temple. It passes over I-15 and UTA/UPRR rail lines on existing roadway structures. Both the northern and southern segments cross UTA TRAX.

The project will be built mostly within the existing Right-of-Way that is owned by the cities. This is not located on UDOT ROW. This project does not cross over the Jordan River and does not include any ROW from the Jordan River Parkway or County Park.

**Project Map.**

See Attached Map.



Carlisle Park Lane

3900 South

700 West

South Salt Lake

500 West

I-15

300 West

West Temple



Jordan River

Millcreek

300 West

UPRR FrontRunner

Howick Street

TRAX



**State of Utah**  
**Department of Transportation**

|                                                                      |                                                          |                |
|----------------------------------------------------------------------|----------------------------------------------------------|----------------|
| Active Transportation<br>Cooperative Agreement<br><b>(Exhibit B)</b> | Local Agency(ies):<br>Millcreek and South Salt Lake City | Date Executed: |
| PIN: 21908<br>CID: 74844<br>Project #: S-TR02(4)                     |                                                          |                |

**Scope of Work.**

The project scope is to add a shared-use path along the south side of the 3900 South in an east-west direction. It western terminus will be east of the Jordan River and east terminus West Temple. The trail will connect or other multi-modal facilities including TRAX, UTA bus routes/stations, and other Bike route connections.

Other scope items:

- Connections to the Jordan River Trail on the north and south side of 3900 South
- Intersection improvements at 1 unsignalized intersection and 3 signalized intersections
- TRAX crossing improvements for accommodating all trail users on the north and south sides of 3900 S
- Connections to existing bicycle and pedestrian facilities that include 1 regional trail and 4 on-street bikeways
- Existing asphalt resurfaced with micro-surfacing
- The curb and gutter are being moved into the roadway to facilitate a shared-use path within the existing ROW. Requires a reduction in shoulders and lane widths. Roadway to maintain the existing number of lanes
- Roadway reconstruction is limited to tie-in improvements and moving the curb and gutter
- The existing railroad bridge will have 6" of asphalt and concrete raised median removed, pothole patching of the deck will be completed as needed, and new surfacing will be added
- Bus stops are being consolidated and relocated in coordination with UTA
- A shared-use path connection at 900 West
- Integration with the 700 West reconstruction project to ensure minimal rework between projects
- Way-finding signage
- 3<sup>rd</sup> party utility impacts through franchise agreements

Does not include:

- New Highway/Trail Lighting is not included
- New storm drain trunk lines are not included
- New landscaping improvements. The project will restore what is impacted through the cost to cure.
- Any bridge work over the Jordan River

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

WITH A COPY TO:  
Name  
Address  
City, Utah ZipCode

## Perpetual Easement

Salt Lake County

Tax ID No. TBD

PIN No. TBD

Project No. TBD

Parcel No. TBD

Grantor's Name, Grantor, of City, County of County's name, State of Utah, hereby conveys and warrants to the Utah Department of Transportation, an agency of the State of Utah, Grantee, its successors and assigns, for the sum of XX (\$XX.00) Dollars, and other good and valuable considerations, the following described easement in County's Name County, State of Utah, to-wit:

A Perpetual Easement and right of way within the area whose boundaries are described below, which is located upon the following tract of property situate in Salt Lake County: [insert address delineation for city's entire road right of way, e.g., 3300 S and 2100 E to ... ]. This Perpetual Easement is granted for the following purposes: maintenance, repair, alteration, inspection, and use of a public pedestrian and bicycle trail, and Grantee's ownership of any improvements thereon.

The boundaries of said easement are described as follows:

[Legal Description]

as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above-described easement contains x,xxx square feet in area or yyyy acre.

Grantor hereby declares and covenants that the general public shall have regular access to the Perpetual Easement area for the purpose of walking, jogging, running, bicycling, and similar activities, but excluding any motorized vehicles except as authorized by Grantee for maintenance, management, police, and/or emergency purposes.

Grantee shall have the right to regulate public access to, and activities within, the Perpetual Easement area, and shall further have the right to require Grantor to keep the Perpetual Easement Area free from obstructions which prevent reasonable public access to and along the Perpetual Easement area.

At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind or plant or permit to be planted any deep root tree, or change or permit to be changed the contour of the property within the boundaries of said Perpetual Easement without the prior written consent of Grantee.

This right-of-way and easement grant shall run with the land.

Grantor warrants that it has sole title to the easement property, has not conveyed, transferred or sold any portion of the easement property, and that no liens or other encumbrances exist against the easement property.

Grantor shall not use said premises for any use that interferes with the facilities installed by Grantee.

This easement is governed by the rules and regulations applicable to the Utah Trail Network.

|           |       |                |
|-----------|-------|----------------|
| STATE OF  | )     | _____          |
|           | ) ss. | Grantor's Name |
| COUNTY OF | )     | _____          |
|           |       | Grantor's Name |

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
who by me being duly sworn/affirmed, that he/she is the \_\_\_\_\_,  
and that said document was signed by him/her on behalf of  
Grantor's Name / Trustee who, acknowledged to me that they signed the within and  
foregoing instrument in accordance with the authority as Trustees given under the  
instrument creating said Trust.

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

Tax ID No. TBD  
PIN No. TBD  
Project No. TBD

**MILLCREEK, UTAH**  
**RESOLUTION NO. 26-07**

**A RESOLUTION OF THE MILLCREEK COUNCIL ADOPTING THE THIRD  
AMENDMENT TO THE MILLCREEK EMPLOYEE HANDBOOK – FOURTH  
EDITION**

**WHEREAS**, the Millcreek Council (“*Council*”) met in regular session on April 13, 2026, to consider, among other things, approving a resolution to adopt the third amendment to the “Millcreek Employee Handbook – Fourth Edition”; and

**WHEREAS**, the Council has determined that it is in the best interest of the inhabitants of Millcreek to adopt a resolution to adopt the Third Amendment to the “Millcreek Employee Handbook – Fourth Edition”, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the Third Amendment to the Millcreek Employee Handbook – Fourth Edition is hereby approved, and the City Manager is hereby directed to implement the Millcreek Employee Handbook – Fourth Edition and the Council hereby grants and further gives authority to the HR Director and the City Attorney to correct errors, omissions, or typos and to make any non-substantive alterations, changes or additions to the Third Amendment to the Millcreek Employee Handbook – Fourth Edition a copy of which is attached hereto (designated by interlineating the words to be deleted and underlining the words to be added).

This Resolution, assigned No. 26-07, shall take effect immediately on passage.

**PASSED AND APPROVED** this 13<sup>th</sup> day of April 2026.

**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 Council**

**Jeff Silvestrini**~~Cheri Jackson~~, Mayor

Silvia Catten, District 1

Thom DeSirant, District 2

~~Cheri Jackson~~**Nicole Handy**, District 3

Bev Uipi, District 4



**Millcreek City Hall**

1330 E Chambers Ave

Millcreek, Utah 84106

801-214-2700

millcreekut.gov

Dear Fellow Millcreeker,

Welcome to one of Utah's newest cities and a career in public service for an amazing community! Millcreek's motto is "Connected by Nature," and our natural beauty flows from the Wasatch Mountains west to the Jordan River. But you'll also find a close-knit community and city employees working hard to facilitate connections and make this a great place to live, work, and play.

Having just incorporated a few short years ago, we've been fortunate to hand-pick a "Dream Team" from scratch-including YOU! Millcreek needs your energy, talents, and positive attitude to help build a truly magical municipal organization. I'm glad you are here to enhance our entrepreneurial vibe.

Here our vision is "Innovating Ways to Serve Our Community" and we look forward to seeing how you bring your creativity to solve problems, provide outstanding customer service, and look for ways to strengthen the community of Millcreek. Our culture is fast-moving, nimble, and responsive. But we also expect hard work, dedication, and high standards. We put a lot of trust in our team, and if you are fair with Millcreek, Millcreek will always be fair with you.

~~Here we encourage each other to "Play to Win," and we expect big things. Our culture is fast moving, nimble, and responsive. But we also expect hard work, dedication, and excellent customer service. We put a lot of trust in our team, and if you are fair with Millcreek, Millcreek will always be fair with you.~~

The policies in this handbook are here to help you do your job effectively and efficiently. Please take time to read and understand them and refer back to this book often. Any questions along the way? I'm here for you and so is your Department Head, and also Human Resources. We can't wait to help you thrive and soar at Millcreek!

All the best,

3. The City Manager or designee shall be the final interpreter of the provisions of the Handbook as applied to all City employees.

### MILLCREEK VISION STATEMENT

~~The City is a diverse community where residents and businesses are empowered to respectfully engage and interact with each other in governance and volunteerism to maintain a fiscally responsible, environmentally sustainable city that provides a “welcome home” feeling to everyone—past, present, and future.~~

~~Innovating ways to serve our community.~~

### MILLCREEK ~~MOTTO~~ MISSION STATEMENT

~~Connected by Nature. Millcreek provides superior, responsive municipal governance and services in a fiscally conservative and responsible manner, sustaining and improving the City's residents' and stakeholders' quality of life.~~

### EMPLOYEE SERVICE VALUES

- Listen to Understand
- Be Respectful to All
- Be Innovative and Invested
- Do What You Say You'll Do
- Play to Win and Have Fun!



- If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed the following Monday or as designated by the City Manager.
  - ~~Regular full-time~~Hourly employees, appointed statutory positions, and department heads shall receive a total of one hundred four (104) hours of holiday leave annually, equivalent to eight (8) hours each recognized holiday. Employees assigned to alternative work schedules (e.g., four ten-hour days or flex Friday schedules) who are scheduled to work more than eight (8) hours on a holiday must adjust their work schedule within the same workweek, subject to supervisor approval, or use accrued personal time off (PTO) or comp time to cover the additional hours.
  - Employees who are not normally scheduled to work on a holiday shall be allowed to use accrued holiday hours on a floating basis within two (2) pay periods of when the holiday falls. Holiday leave used on a floating basis shall be requested and pre-approved by the employee's supervisor ~~and must be taken in full-day increments; partial-day use is not permitted.~~
  - Employees scheduled to work on a holiday shall be allowed to use accrued holiday hours on a floating basis within two (2) pay periods of when the holiday falls. Holiday leave used on a floating basis shall be requested and pre-approved by the employee's supervisor ~~and must be taken in full-day increments; partial-day use is not permitted.~~
  - Employees do not receive holiday leave when taking leave without pay.
  - Regular part-time employees are eligible for prorated holiday leave.
  - Non-benefited employees are not eligible for holiday leave.
3. **Caregiver Leave** - Full-time employees may request a maximum of 80 hours of paid caregiver leave each rolling year for situations related to certain caregiving reasons, such as:
- To care for the employee's child after birth or through adoption or foster care.
  - To care for an employee's immediate family member with a serious health condition such as an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
    - Treatment includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. It does not include routine physical, eye, or dental examinations. Continuing treatment by a health care provider includes conditions with short-term, chronic, long-term, or permanent periods of incapacity.

- Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care.
- Immediate family means the following relatives of the employee (including in-laws or step-relatives) unless otherwise approved by the City Manager: spouse, parents, siblings, children, grandparents, and grandchildren.

- To recover after voluntary organ donation.

- Employees should request caregiver leave in writing to their Department Head and Human Resources at least 30 days before foreseeable events or as soon as practical for unforeseeable events.
- The City will request documentation to verify the need for caregiver leave.
- Caregiver leave may be taken intermittently.
- Caregiver leave may be taken during an employee's probationary period; however, the probationary period shall be extended by the amount of time equivalent to the amount of caregiver leave taken.
- Caregiver leave is not charged against accrued PTO.
- Regular part-time employees are eligible for prorated caregiver leave.
- Non-benefited employees are not eligible for caregiver leave.
- The purpose of caregiver leave is for situations related to certain immediate family caregiving reasons. Employees who abuse this benefit may be subject to discipline up to and including termination.

**4. Bereavement/Funeral Leave—** Bereavement/Funeral Leave is a type of leave granted to employees following the death of a loved one, allowing them time to grieve, attend funerals, and manage related responsibilities. Employees shall receive up to three (3) working days of bereavement/funeral leave each occurrence with pay following the death of a member of the employee's immediate family.

- Immediate family means the following relatives of the employee or spouse (including in-laws or step-relatives): spouse, parents, siblings, children (including stillborn or miscarriage, Utah Code Ann. §10-3-1103), all levels of grandparents, or all levels of grandchildren.
- The employee's supervisor may grant up to five (5) hours of bereavement/funeral leave for non-immediate family members.

**13. Privacy Program Policy** - This policy documents Millcreek's ("City") privacy program, which includes City policies, practices, and procedures for processing personal data in accordance with applicable law and aligns with the records management and data governance requirements set forth in the Government Records Access and Management Act (GRAMA) and Data Access Request Service (DARS). Where applicable, this policy will refer to a more specific or detailed policy, procedure, or guidance that addresses a particular practice that the City has developed.

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Guiding Principles - This policy consolidates privacy practices, outlines governance roles and responsibilities, and ensures compliance with generally applicable records management, data protection, and data privacy obligations. It is designed to safeguard individual privacy rights, promote transparency, maintain the integrity and security of personal data, and ensure accountability across the City. This policy is intended to further align the City with the State Data Privacy Policy, as detailed in applicable law.

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Scope - This policy applies to all City departments and employees involved in the management, creation, and maintenance of records or who have access to personal data as part of their job duties. This policy also applies to all City contractors who process or have access to personal data as part of their duties under an agreement with the City, in accordance with applicable law.

#### Definitions

- "Classification," "classify," and their derivative forms mean determining whether a record series, record, or information within a record is public, private, controlled, protected, or exempt from disclosure under applicable law.
- "Cookie" means "Technology that records a user's information and activity when the user accesses websites. Cookies are used by website owners, third parties, and sometimes threat actors to gather user data."
- "Data breach" means— the unauthorized access, acquisition, disclosure, loss of access, or destruction of personal data held by a governmental entity, unless the governmental entity concludes, according to standards established by the Cyber Center, that there is a low probability that personal data has been compromised."
- "Designation," "designate," and their derivative forms mean indicating, based on a governmental entity's familiarity with a record series or based on a governmental entity's review of a reasonable sample of a record series, the primary classification that a majority of records in a record series would be given if classified and the classification that other records typically present in the record series would be given if classified.
- "Device fingerprinting" means collecting attributes of a user's device configurations to create a trackable profile for the device.

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- "Individual" means a human being.
- "Key logger" means "a program designed to record which keys are pressed on a computer keyboard..."
- "Personal data" means information that is linked or can be reasonably linked to an identified individual or an identifiable individual.
- "Processing activity" means any operation or set of operations performed on personal data, including collection, recording, organization, structuring, storage, adaptation, alteration, access, retrieval, consultation, use, disclosure by transmission, transfer, dissemination, alignment, combination, restriction, erasure, or destruction.
- "Record" means the same as that term is defined at Utah Code § 63G-2-103(25).
- "Record series" means a group of records that may be treated as a unit for purposes of designation, description, management, or disposition.
- "Records officer" means the individual appointed by the chief administrative officer of each governmental entity, or the political subdivision, to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.
- "Schedule," "scheduling," and their derivatives mean the process of specifying the length of time each record series should be retained by a governmental entity for administrative, legal, fiscal, or historical purposes, and the time when each record series should be transferred to the state archives or destroyed.

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#### Governance

- Chief Administrative Officers (CAOs)
  - The City shall designate one or more individuals to serve as the City's chief administrative officer (CAO) in fulfilling the duties outlined in applicable law.
  - The City may assign responsibility for the duties outlined in Utah Code § 63A-12-103 to one or among several CAOs as the City sees fit.
  - The designation of the CAO(s) shall be reported to the Utah Division of Archives and Records Services ("Archives") within 30 days of the designation.
  - If responsibility for the duties outlined in Utah Code § 63A-12-103 is divided between more than one CAO, such specification should be reported to the Archives along with the designation.
  - The designation of, and the responsibilities assigned to, a CAO shall be reviewed and confirmed by the City annually.

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- Appointed Records Officers (AROs)

- Designated CAO(s) shall appoint one or more individuals to serve as records officers in fulfilling the duties of working with Archives and the Office of Data Privacy in the care, maintenance, scheduling, disposal, classification, designation, access, privacy, and preservation of records.
- A designated CAO may assign responsibility for the duties of appointed records officers to one or among several officers as the CAO deems appropriate.
- The appointment of records officers shall be reported to the Archives within 30 days of the appointment.
- If responsibility for the duties of appointed records officers is divided between more than one officer, such specification should be reported to Archives along with the appointment.
- The appointment of a records officer and the responsibilities assigned to them shall be reviewed and confirmed by the City annually.

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#### Record Series

- Records and Records Series

- The City shall create and maintain records and record series in accordance with the requirements of DARS and GRAMA, as well as related guidance issued by Archives.
- The City shall appropriately designate and classify records and record series in accordance with the requirements of DARS and GRAMA.
- CAO(s) shall be responsible for submitting a proposed retention schedule for each type of material defined as a record under GRAMA to the state archivist for review and final approval by the Records Management Committee (RMC).
- Upon RMC approval, the City shall maintain and dispose of records in strict accordance with the approved retention schedule. In instances where the City has not received an approved retention schedule for a specific type of record, the general retention schedule maintained by the state archivist shall govern the retention and disposition of those records.

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- Record Series Privacy Annotation

- The City shall perform a privacy annotation for each record series that contains personal data, in accordance with applicable law.  
Privacy annotations shall include:

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- the legal authority under which personal data is processed;
- the purposes and uses for the personal data; and
- the types of personal data that may be processed within the record series.
- Privacy annotations shall be conducted and reported in accordance with the additional requirements set forth in an administrative rule issued by the Archives.

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#### Awareness & Training

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- City Data Privacy Training

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- The CAO shall ensure that all employees who have access to personal data as part of their work duties complete a data privacy training program within 30 days of beginning employment and at least once each calendar year.
- The CAO is responsible for monitoring the completion of data privacy training by City employees.

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- Agency-Specific Training

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- In addition to general privacy awareness training, agencies may create and require employees to complete agency-specific privacy training tailored to the agency's unique privacy needs, practices, and requirements.

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- Appointed Records Officer Training and Certification

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- The City shall ensure that all appointed records officers complete online training on GRAMA provisions annually.
- The CAO shall, annually, review and confirm the certification status of all appointed records officers.
- GRAMA Access AROs: AROs who handle GRAMA transparency responsibilities are required to complete the GRAMA transparency training
- Records Management and Privacy AROs: AROs specializing in records management or privacy must complete both records management and GRAMA transparency training and obtain the corresponding certifications.

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#### Identify

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- Inventorying

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- The City shall maintain a comprehensive inventory of:

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- All IT systems that may process state or federal data the state owns or is responsible for must use the standard process provided by DTS Information Security Policy 5000-0002.
- All records and record series that contain personal data, and the types of personal data included in the records and record series.
- All processing activities, the inventory of which shall include:
  - Non-compliant processing activities that were implemented prior to May 1, 2025, and a prepared strategy for bringing the non-compliant processing activity into compliance by no later than July 1, 2027; and
  - All processing activities implemented after December 31, 2025, with documentation confirming compliance status.

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- Information Technology Privacy Impact Assessment

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- The City shall ensure that the division completes a Privacy Impact Assessment (PIA) for all IT systems that may process personal data, prior to the initiation of data processing in those systems, as required under DTS Information Security Policy 5000-0002.

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- The City shall use the PIA template approved by the City pursuant to DTS Information Security Policy 5000-0002.
- The City must retain a copy of each completed assessment for four years to provide audit documentation and ensure accountability in privacy practices.

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## Transparency

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- Website Privacy Policy

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- The City shall create and maintain privacy policies required for its websites as outlined by applicable law.
- The City shall ensure that personal data related to a user of the City's website is not collected unless the City's website complies with applicable law.

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- Privacy Notice - Employees shall collect personal data only if, on the day the personal data is collected, the City has provided a privacy notice to the individual who is asked to furnish the personal data that complies with applicable law.

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## Individual Requests

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- The City shall establish appropriate processes and procedures that facilitate compliance with applicable governing law for handling the following privacy requests of individuals:

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- Individual's requests to access their personal data;
- Individuals' requests to amend or correct their personal data;
- Individual's requests for an explanation of the purposes and uses of their personal data; and
- An at-risk government employee requests that access to their personal data be restricted.

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- The City shall establish a process for public access requests to inspect or copy the City's records, excluding requests from individuals to access their personal data.

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- The City will follow established business practices regarding GRAMA.

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#### Processing

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- Minimum Data Necessary

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- The City shall provide that all programs within the City obtain and process only the minimum amount of personal data reasonably necessary to achieve a specified purpose efficiently.
- The City shall ensure that all programs within the City regularly review their collection practices to ensure compliance with the data minimization requirement.

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- Record and Data Sharing or Selling Policy

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- The City will only share or disclose personal data when there is appropriate legal authority. The sale of personal data is prohibited unless required by law.
- Data sharing must comply with GRAMA or other governing law and may include sharing with governmental entities, contractors, private providers, or researchers. Compliance with GRAMA or other governing laws depends on the purpose of the sharing, the parties involved, and the nature of the records.
- The City will review personal data sharing and selling activities, including the types of data shared, the legal basis for sharing, and the entities that receive this data.
- All contracts involving personal data must include appropriate privacy protections. Written agreements for data sharing are recommended to ensure compliance with applicable laws and regulations.

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- Retention and Disposition of Records Containing Personal Data

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- Employees shall maintain, archive, and dispose of records, including all personal data, in accordance with an approved retention schedule.
- Employees shall comply with all other applicable laws and regulations regarding the retention or disposition of specific personal data.

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#### Information Security

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- Incident Response

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- The City adopts and follows the DTS Cybersecurity Incident Response Plan to manage and address all security incidents, including data breaches and privacy violations.
- Employees shall report all suspected security incidents, including non-IT incidents such as unauthorized access to physical records, to the Enterprise Information Security Office (EISO).
- The City shall ensure compliance with all other applicable laws or regulations related to incident response and breach notification of specific personal data held by the City.

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- Breach Notification

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- The City shall provide notice to an individual or the legal guardian of an individual if the individual's personal data is affected by a data breach in accordance with applicable law.
- The City shall notify the Cyber Center and the state attorney general's office of a data breach affecting 500 or more individuals in accordance with applicable law. If the City experiences a data breach affecting fewer than 500 individuals, it will create and report an internal incident report in accordance with applicable law. These requirements are in addition to any other reporting requirements required by applicable law.
- The City is also subject to other breach notification requirements, such as those required to comply with federal regulations, laws, or other governing requirements (e.g., HIPAA or 42 CFR Part 2).

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#### Surveillance

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- Covert Surveillance

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- Employees may not establish, maintain, or use undisclosed or covert surveillance of individuals unless permitted by law.

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- Employees are responsible for engaging with appropriate leadership for review—to include legal counsel, where pertinent—of any activity that may be considered surveillance.
- Cookies, Fingerprinting, Key Loggers, and Tracking Technologies - The City is committed to transparency and privacy protection for individuals who visit the City website regarding the use of any tracking technologies, including, but not limited to, cookies, device fingerprinting, keyloggers, and similar methods for monitoring or collecting information from website users.
  - Cookies - The use of cookies on the City's websites and digital services must comply with applicable privacy and security policies. Cookies should be limited to essential operational purposes, and any use of tracking or third-party cookies for analytics or similar functions must be disclosed clearly to users, with an option to consent where required by law.
  - Device Fingerprinting - Device fingerprinting is prohibited unless explicitly authorized by the City Manager and where the legal basis or appropriate justification for such processing is documented in a privacy impact assessment. The purpose and extent of fingerprinting must be clearly defined, documented, and disclosed to users in a privacy notice or statement that complies with applicable legal requirements.
  - Key Loggers - Key loggers are prohibited without specific authorization from the City Manager. Keyloggers may be used only when there is a clearly defined operational need that complies with security standards and legal requirements, and appropriate user notice is provided where required.
  - Other Tracking Technologies - The use of other tracking technologies, such as web beacons, pixel tags, or similar tools, is prohibited unless explicitly authorized by the CAO, and the legal basis for such tracking is appropriately documented. Disclosure of these technologies must be included in user-facing privacy statements, with user consent obtained when required by law.
  - User Notification and Consent - The City must inform users about the use of tracking technologies. A clear website privacy statement must explain the types of data collected, the purpose of the tracking, and how users can manage their preferences or consent. Any updates to tracking practices must be promptly reflected in the privacy statement.
  - Data Security and Retention - Data collected through authorized tracking technologies must be securely stored and accessible only to authorized personnel.

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Retention of this data must comply with approved retention schedules, and the data should be retained only as long as necessary for the defined operational purpose.

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**13.14. Artificial Intelligence (AI) Use Policy** – This AI use policy applies to all City employees (as outlined in Section 2-02-1 of this Handbook) who use AI tools in any capacity while conducting City business. The purpose of this policy is to protect proprietary, confidential, and sensitive information while ensuring compliance with applicable law and City policy.

Prohibited Use of AI - Employees must not use AI to collect, store, or analyze City data without proper authorization and security measures. Additionally, employees must not input, upload, or share any proprietary, confidential, or sensitive information into AI tools, including but not limited to:

- Protected, private, and controlled information
- Personally Identifiable Information (PII)
- Protected Health Information (PHI)
- Financial, legal, or contractual data
- Internal government communications
- Security protocols or system details
- Any other non-public information related to City operations

Approved Use of AI

- Employees may use AI tools for general research, drafting public-facing content, and brainstorming, but only when no proprietary or sensitive data is involved.
- The City Manager or designee must review and verify the accuracy of any AI-generated content before it is used in official City communications.
- AI tools must not be used to make final decisions or determinations without the approval of the City Manager or designee.

Compliance and Security

- When using AI tools, employees must adhere to all applicable laws, regulations, and cybersecurity best practices.
- The City Manager or designee shall review and approve any AI tools intended for City use.

- Mileage will be reimbursed at the rate currently authorized by the Internal Revenue Service (IRS).
- All fuel, maintenance, and depreciation expenses are considered to be included in the standard mileage rate.
- Parking charges, tolls, and other related expenses will be reimbursed upon presentation of receipts if incurred for City business travel.
- If an employee chooses to drive rather than fly for out-of-state travel, the City will reimburse the employee based on the least expensive flight rather than actual mileage.



Expense forms can be found on the M Drive under Human Resources ► Personnel Administration ► Employee Resources ► Travel

- Employee Responsibilities

- Employees are accountable for responsibly operating City vehicles, personal vehicles, or rentals when traveling for City Business. They must complete and abide by the policies outlined on the "Driver Responsibility Acknowledgment" form, which can be found on the City's M Drive.
- Upon hire, employees who will be driving City vehicles will be required to participate in virtual defensive driving training. The video and accompanying quiz link can be found on the City's M Drive.

**2. Travel-Related Expenses**—Travel-related costs include travel to and from the business destination, transportation costs at the business destination, and lodging, meals, or other incidental expenses. All expenses must be in accordance with departmental budgets.

- Transportation

- Airfare or other travel arrangements for overnight trips should be made and paid for in advance via City P-Card or Accounts Payable.
  - P-Card holders must use the City-issued P-Card for fares and travel expenses, unless there is a benefit to the City for doing otherwise (e.g., not requiring the City to pay for checked bags).
- If advance payment is not possible, the City will reimburse the employee for the travel expenses after receiving appropriate receipts showing that the employee has expended personal funds.

- Ground Transportation

**MILLCREEK, UTAH**  
**RESOLUTION NO. 26-08**

**A RESOLUTION OF THE MILLCREEK COUNCIL ADOPTING THE SECOND  
AMENDMENT TO THE MILLCREEK NON-BENEFITED EMPLOYEE HANDBOOK –  
FIRST EDITION**

**WHEREAS**, the Millcreek Council (“*Council*”) met in regular session on April 13, 2026, to consider, among other things, approving a resolution to adopt the second amendment to the “Millcreek Non-Benefited Employee Handbook – First Edition”; and

**WHEREAS**, the Council has determined that it is in the best interest of the inhabitants of Millcreek to adopt a resolution to adopt the Second Amendment to the “Millcreek Non-Benefited Employee Handbook – First Edition”, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the Second Amendment to the Millcreek Non-Benefited Employee Handbook – First Edition is hereby approved, and the City Manager is hereby directed to implement the Millcreek Non-Benefited Employee Handbook – First Edition and the Council hereby grants and further gives authority to the HR Director and the City Attorney to correct errors, omissions, or typos and to make any non-substantive alterations, changes or additions to the Second Amendment to the Millcreek Non-Benefited Employee Handbook – First Edition a copy of which is attached hereto (designated by interlineating the words to be deleted and underlining the words to be added).

This Resolution, assigned No. 26-08, shall take effect immediately on passage.

**PASSED AND APPROVED** this 13<sup>th</sup> day of April 2026.

**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 Council

Cheri Jackson Jeff Silvestrini, Mayor

Silvia Catten, District 1

Thom DeSirant, District 2

Nicole Handy Cheri Jackson, District 3

Bev Uipi, District 4



Millcreek City Hall

1330 E Chambers Ave

Millcreek, Utah 84106

801-214-2700

millcreekut.gov

Dear Fellow Millcreeker,

Welcome to one of Utah's newest cities and a career in public service for an amazing community! Millcreek's motto is "Connected by Nature," and our natural beauty flows from the Wasatch Mountains west to the Jordan River. But you'll also find a close-knit community and city employees working hard to facilitate connections and make this a great place to live, work, and play.

Having just incorporated a few short years ago, we've been fortunate to hand-pick a "Dream Team" from scratch-including YOU! Millcreek needs your energy, talents, and positive attitude to help build a truly magical municipal organization. I'm glad you are here to enhance our entrepreneurial vibe.

Here our vision is "Innovating Ways to Serve Our Community" and we look forward to seeing how you bring your creativity to solve problems, provide outstanding customer service, and look for ways to strengthen the community of Millcreek. Our culture is fast-moving, nimble, and responsive. But we also expect hard work, dedication, and high standards. We put a lot of trust in our team, and if you are fair with Millcreek, Millcreek will always be fair with you.

Here we encourage each other to "Play to Win," and we expect big things. Our culture is fast moving, nimble, and responsive. But we also expect hard work, dedication, and excellent customer service. We put a lot of trust in our team, and if you are fair with Millcreek, Millcreek will always be fair with you.

The policies in this handbook are here to help you do your job effectively and efficiently. Please take time to read and understand them and refer back to this book often. Any questions along the way? I'm here for you, and so is your Department Head, and also Human Resources. We can't wait to help you thrive and soar at Millcreek!

All the best,

2. In addition to the policies and procedures in this manual, employees are responsible for understanding and abiding by the policies and procedures of their respective Departments.
3. The City Manager or designee shall be the final interpreter of the provisions of the Handbook as applied to all City employees.

### MILLCREEK VISION STATEMENT

~~The City is a diverse community where residents and businesses are empowered to respectfully engage and interact with each other in governance and volunteerism to maintain a fiscally responsible, environmentally sustainable city that provides a “welcome home” feeling to everyone — past, present, and future.~~

Innovating ways to serve our community.

### MILLCREEK ~~MISSION STATEMENT~~ MOTTO

Connected by Nature. ~~Millcreek provides superior, responsive municipal governance and services in a fiscally conservative and responsible manner, sustaining and improving the City's residents' and stakeholders' quality of life.~~

### EMPLOYEE SERVICE VALUES

- Listen to Understand
- Be Respectful to All
- Be Innovative and Invested
- Do What You Say You'll Do
- Play to Win and Have Fun!

Causes for Disciplinary Action - Personal use of social media (even off-duty or using the employee's equipment) may affect or impact the workplace and become the basis for employee discipline. Causes for disciplinary action, up to and including termination, may include, but are not limited to, the following:

- Cyber-bullying, stalking, or harassment
- Release of confidential or private data
- Misuse of City-owned social media
- Inappropriate use of the City's name, logo, or the employee's position or title
- Using City-owned equipment or City-time for extensive personal social media use
- Violation of law, whether federal, state, local or a City policy

Because the laws in this area are evolving, employees are encouraged to discuss activities that might result in discipline with the City Manager or designee prior to engaging in such social media activities. Each situation will be evaluated on a case-by-case basis.

Reporting Violations - The City encourages employees to report potential violations of this policy to their Department Head or Human Resources.

**13. Privacy Program Policy** - This policy documents Millcreek's ("City") privacy program, which includes City policies, practices, and procedures for processing personal data in accordance with applicable law and aligns with the records management and data governance requirements set forth in the Government Records Access and Management Act (GRAMA) and Data Access Request Service (DARS). Where applicable, this policy will refer to a more specific or detailed policy, procedure, or guidance that addresses a particular practice that the City has developed.

Guiding Principles - This policy consolidates privacy practices, outlines governance roles and responsibilities, and ensures compliance with generally applicable records management, data protection, and data privacy obligations. It is designed to safeguard individual privacy rights, promote transparency, maintain the integrity and security of personal data, and ensure accountability across the City. This policy is intended to further align the City with the State Data Privacy Policy, as detailed in applicable law.

Scope - This policy applies to all City departments and employees involved in the management, creation, and maintenance of records or who have access to personal data as part of their job duties. This policy also applies to all City contractors who process or have access to personal data as part of their duties under an agreement with the City, in accordance with applicable law.

Definitions

- "Classification," "classify," and their derivative forms mean determining whether a record series, record, or information within a record is public, private, controlled, protected, or exempt from disclosure under applicable law.
- "Cookie" means "Technology that records a user's information and activity when the user accesses websites. Cookies are used by website owners, third parties, and sometimes threat actors to gather user data."
- "Data breach" means— the unauthorized access, acquisition, disclosure, loss of access, or destruction of personal data held by a governmental entity, unless the governmental entity concludes, according to standards established by the Cyber Center, that there is a low probability that personal data has been compromised."
- "Designation," "designate," and their derivative forms mean indicating, based on a governmental entity's familiarity with a record series or based on a governmental entity's review of a reasonable sample of a record series, the primary classification that a majority of records in a record series would be given if classified and the classification that other records typically present in the record series would be given if classified.
- "Device fingerprinting" means collecting attributes of a user's device configurations to create a trackable profile for the device.
- "Individual" means a human being.
- "Key logger" means "a program designed to record which keys are pressed on a computer keyboard..."
- "Personal data" means information that is linked or can be reasonably linked to an identified individual or an identifiable individual.
- "Processing activity" means any operation or set of operations performed on personal data, including collection, recording, organization, structuring, storage, adaptation, alteration, access, retrieval, consultation, use, disclosure by transmission, transfer, dissemination, alignment, combination, restriction, erasure, or destruction.
- "Record" means the same as that term is defined at Utah Code § 63G-2-103(25).
- "Record series" means a group of records that may be treated as a unit for purposes of designation, description, management, or disposition.
- "Records officer" means the individual appointed by the chief administrative officer of each governmental entity, or the political subdivision, to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.

- "Schedule," "scheduling," and their derivatives mean the process of specifying the length of time each record series should be retained by a governmental entity for administrative, legal, fiscal, or historical purposes, and the time when each record series should be transferred to the state archives or destroyed.

#### Governance

- Chief Administrative Officers (CAOs)
  - The City shall designate one or more individuals to serve as the City's chief administrative officer (CAO) in fulfilling the duties outlined in applicable law.
  - The City may assign responsibility for the duties outlined in Utah Code § 63A-12-103 to one or among several CAOs as the City sees fit.
  - The designation of the CAO(s) shall be reported to the Utah Division of Archives and Records Services ("Archives") within 30 days of the designation.
  - If responsibility for the duties outlined in Utah Code § 63A-12-103 is divided between more than one CAO, such specification should be reported to the Archives along with the designation.
  - The designation of, and the responsibilities assigned to, a CAO shall be reviewed and confirmed by the City annually.
- Appointed Records Officers (AROs)
  - Designated CAO(s) shall appoint one or more individuals to serve as records officers in fulfilling the duties of working with Archives and the Office of Data Privacy in the care, maintenance, scheduling, disposal, classification, designation, access, privacy, and preservation of records.
  - A designated CAO may assign responsibility for the duties of appointed records officers to one or among several officers as the CAO deems appropriate.
  - The appointment of records officers shall be reported to the Archives within 30 days of the appointment.
  - If responsibility for the duties of appointed records officers is divided between more than one officer, such specification should be reported to Archives along with the appointment.
  - The appointment of a records officer and the responsibilities assigned to them shall be reviewed and confirmed by the City annually.

#### Record Series

- Records and Records Series

- The City shall create and maintain records and record series in accordance with the requirements of DARS and GRAMA, as well as related guidance issued by Archives.
- The City shall appropriately designate and classify records and record series in accordance with the requirements of DARS and GRAMA.
- CAO(s) shall be responsible for submitting a proposed retention schedule for each type of material defined as a record under GRAMA to the state archivist for review and final approval by the Records Management Committee (RMC).
- Upon RMC approval, the City shall maintain and dispose of records in strict accordance with the approved retention schedule. In instances where the City has not received an approved retention schedule for a specific type of record, the general retention schedule maintained by the state archivist shall govern the retention and disposition of those records.

- Record Series Privacy Annotation

- The City shall perform a privacy annotation for each record series that contains personal data, in accordance with applicable law.

Privacy annotations shall include:

- the legal authority under which personal data is processed;
  - the purposes and uses for the personal data; and
  - the types of personal data that may be processed within the record series.
- Privacy annotations shall be conducted and reported in accordance with the additional requirements set forth in an administrative rule issued by the Archives.

#### Awareness & Training

- City Data Privacy Training

- The CAO shall ensure that all employees who have access to personal data as part of their work duties complete a data privacy training program within 30 days of beginning employment and at least once each calendar year.
- The CAO is responsible for monitoring the completion of data privacy training by City employees.

- Agency-Specific Training

- In addition to general privacy awareness training, agencies may create and require employees to complete agency-specific privacy training tailored to the agency's unique privacy needs, practices, and requirements.
- Appointed Records Officer Training and Certification
  - The City shall ensure that all appointed records officers complete online training on GRAMA provisions annually.
  - The CAO shall, annually, review and confirm the certification status of all appointed records officers.
  - GRAMA Access AROs: AROs who handle GRAMA transparency responsibilities are required to complete the GRAMA transparency training
  - Records Management and Privacy AROs: AROs specializing in records management or privacy must complete both records management and GRAMA transparency training and obtain the corresponding certifications.

#### Identify

- Inventorying
  - The City shall maintain a comprehensive inventory of:
    - All IT systems that may process state or federal data the state owns or is responsible for must use the standard process provided by DTS Information Security Policy 5000-0002.
    - All records and record series that contain personal data, and the types of personal data included in the records and record series.
    - All processing activities, the inventory of which shall include:
      - Non-compliant processing activities that were implemented prior to May 1, 2025, and a prepared strategy for bringing the non-compliant processing activity into compliance by no later than July 1, 2027; and
      - All processing activities implemented after December 31, 2025, with documentation confirming compliance status.
- Information Technology Privacy Impact Assessment
  - The City shall ensure that the division completes a Privacy Impact Assessment (PIA) for all IT systems that may process personal data, prior to the initiation of data

processing in those systems, as required under DTS Information Security Policy 5000-0002.

- The City shall use the PIA template approved by the City pursuant to DTS Information Security Policy 5000-0002.
- The City must retain a copy of each completed assessment for four years to provide audit documentation and ensure accountability in privacy practices.

#### Transparency

- Website Privacy Policy
  - The City shall create and maintain privacy policies required for its websites as outlined by applicable law.
  - The City shall ensure that personal data related to a user of the City's website is not collected unless the City's website complies with applicable law.
- Privacy Notice - Employees shall collect personal data only if, on the day the personal data is collected, the City has provided a privacy notice to the individual who is asked to furnish the personal data that complies with applicable law.

#### Individual Requests

- The City shall establish appropriate processes and procedures that facilitate compliance with applicable governing law for handling the following privacy requests of individuals:
  - Individual's requests to access their personal data;
  - Individuals' requests to amend or correct their personal data;
  - Individual's requests for an explanation of the purposes and uses of their personal data; and
  - An at-risk government employee requests that access to their personal data be restricted.
- The City shall establish a process for public access requests to inspect or copy the City's records, excluding requests from individuals to access their personal data.
- The City will follow established business practices regarding GRAMA.

#### Processing

- Minimum Data Necessary

- The City shall provide that all programs within the City obtain and process only the minimum amount of personal data reasonably necessary to achieve a specified purpose efficiently.
- The City shall ensure that all programs within the City regularly review their collection practices to ensure compliance with the data minimization requirement.
- Record and Data Sharing or Selling Policy
  - The City will only share or disclose personal data when there is appropriate legal authority. The sale of personal data is prohibited unless required by law.
  - Data sharing must comply with GRAMA or other governing law and may include sharing with governmental entities, contractors, private providers, or researchers. Compliance with GRAMA or other governing laws depends on the purpose of the sharing, the parties involved, and the nature of the records.
  - The City will review personal data sharing and selling activities, including the types of data shared, the legal basis for sharing, and the entities that receive this data.
  - All contracts involving personal data must include appropriate privacy protections. Written agreements for data sharing are recommended to ensure compliance with applicable laws and regulations.
- Retention and Disposition of Records Containing Personal Data
  - Employees shall maintain, archive, and dispose of records, including all personal data, in accordance with an approved retention schedule.
  - Employees shall comply with all other applicable laws and regulations regarding the retention or disposition of specific personal data.

#### Information Security

- Incident Response
  - The City adopts and follows the DTS Cybersecurity Incident Response Plan to manage and address all security incidents, including data breaches and privacy violations.
  - Employees shall report all suspected security incidents, including non-IT incidents such as unauthorized access to physical records, to the Enterprise Information Security Office (EISO).
  - The City shall ensure compliance with all other applicable laws or regulations related to incident response and breach notification of specific personal data held by the City.

- Breach Notification

- The City shall provide notice to an individual or the legal guardian of an individual if the individual's personal data is affected by a data breach in accordance with applicable law.
- The City shall notify the Cyber Center and the state attorney general's office of a data breach affecting 500 or more individuals in accordance with applicable law. If the City experiences a data breach affecting fewer than 500 individuals, it will create and report an internal incident report in accordance with applicable law. These requirements are in addition to any other reporting requirements required by applicable law.
- The City is also subject to other breach notification requirements, such as those required to comply with federal regulations, laws, or other governing requirements (e.g., HIPAA or 42 CFR Part 2).

#### Surveillance

- Covert Surveillance

- Employees may not establish, maintain, or use undisclosed or covert surveillance of individuals unless permitted by law.
- Employees are responsible for engaging with appropriate leadership for review—to include legal counsel, where pertinent—of any activity that may be considered surveillance.

- Cookies, Fingerprinting, Key Loggers, and Tracking Technologies - The City is committed to transparency and privacy protection for individuals who visit the City website regarding the use of any tracking technologies, including, but not limited to, cookies, device fingerprinting, keyloggers, and similar methods for monitoring or collecting information from website users.

- Cookies - The use of cookies on the City's websites and digital services must comply with applicable privacy and security policies. Cookies should be limited to essential operational purposes, and any use of tracking or third-party cookies for analytics or similar functions must be disclosed clearly to users, with an option to consent where required by law.
- Device Fingerprinting - Device fingerprinting is prohibited unless explicitly authorized by the City Manager and where the legal basis or appropriate justification for such processing is documented in a privacy impact assessment. The purpose and extent of fingerprinting must be clearly defined, documented, and

disclosed to users in a privacy notice or statement that complies with applicable legal requirements.

- Key Loggers - Key loggers are prohibited without specific authorization from the City Manager. Keyloggers may be used only when there is a clearly defined operational need that complies with security standards and legal requirements, and appropriate user notice is provided where required.
- Other Tracking Technologies - The use of other tracking technologies, such as web beacons, pixel tags, or similar tools, is prohibited unless explicitly authorized by the CAO, and the legal basis for such tracking is appropriately documented. Disclosure of these technologies must be included in user-facing privacy statements, with user consent obtained when required by law.
- User Notification and Consent - The City must inform users about the use of tracking technologies. A clear website privacy statement must explain the types of data collected, the purpose of the tracking, and how users can manage their preferences or consent. Any updates to tracking practices must be promptly reflected in the privacy statement.
- Data Security and Retention - Data collected through authorized tracking technologies must be securely stored and accessible only to authorized personnel. Retention of this data must comply with approved retention schedules, and the data should be retained only as long as necessary for the defined operational purpose.

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Prohibited Use of AI - Employees must not use AI to collect, store, or analyze City data without proper authorization and security measures. Additionally, employees must not input, upload, or share any proprietary, confidential, or sensitive information into AI tools, including but not limited to:

- Protected, private, and controlled information
- Personally Identifiable Information (PII)
- Protected Health Information (PHI)
- Financial, legal, or contractual data

**MILLCREEK, UTAH**  
**ORDINANCE NO. 26-15**

**AN ORDINANCE APPROVING THE DISPOSITION OF CERTAIN SURPLUS  
PUBLIC PROPERTY**

**WHEREAS**, the Millcreek Council (“Council”) met in regular session on April 13, 2026, to consider, among other things, approving the disposition of certain public property; and

**WHEREAS**, Millcreek (“the City”) purchases tangible items for providing municipal services; and

**WHEREAS**, such items are purchased with public funds, the City desires to be good stewards of public funds and the assets and supplies purchased with public funds; and

**WHEREAS**, the City recognizes that these items are no longer useful to the City’s municipal operations; and

**WHEREAS**, Millcreek understands that members of the public may find such items useful; and

**WHEREAS**, Millcreek Code 2.22.170 requires the Council to establish a “minimum bid” for the items to be surplus; and

**WHEREAS**, the City has determined that the value as established by the Public Surplus website will establish a minimum bid and using the Public Surplus website will provide the highest and best economic return to the City,

**NOW, THEREFORE, BE IT ORDAINED** by the City Council that the items listed on Exhibit A shall be deemed as surplus property, that the value established by the Public Surplus website, plus the website, will establish the minimum bid, and that using the Public Surplus website will provide the highest and best economic return to the City.

**PASSED AND APPROVED** this 13<sup>th</sup> day of April 2026.

**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 26-15: AN ORDINANCE APPROVING THE DISPOSITION OF CERTAIN SURPLUS PUBLIC PROPERTY was adopted the 13<sup>th</sup> day of April 2026 and that a copy of the foregoing Ordinance 26-15 was posted in accordance with Utah Code 10-3-711 this \_\_\_\_ day of April, 2026.

---

Elyse Sullivan, City Recorder

## Unused Items for Surplus

| Items / Quantities                              | Details   | Estimated<br>sale price |
|-------------------------------------------------|-----------|-------------------------|
| Federal Industries display fridge               |           | 5,200.00                |
| Standing desk                                   |           | 75.00                   |
| Pro-form treadmill                              |           | 300.00                  |
| Drafting table                                  |           | 25.00                   |
| Wooden podium                                   |           | 25.00                   |
| Stackable charcoal chairs 6 groups of 10 (60)   | \$10 each | 600.00                  |
| Hanging wall file organizers (2)                | \$ 5 each | 10.00                   |
| Blue seat stackable chairs (40)                 | \$10 each | 200.00                  |
| 6' by 18" narrow folding tables (7)             | \$10 each | 70.00                   |
| Plans holder                                    |           | 15.00                   |
| Base Sure microphones (36)                      | \$10 each | 360.00                  |
| 3-tier floor lamp                               |           | 10.00                   |
| Conference table                                |           | 120.00                  |
| Compact grey metal desk                         |           | 50.00                   |
| Round tables (2)                                | \$5 each  | 10.00                   |
| <b>Estimated proceeds from surplus property</b> |           | <b><u>7,070.00</u></b>  |



**Minutes of the  
Millcreek City Council  
March 9, 2026  
5:00 p.m.  
Work Meeting  
7:00 p.m.  
Regular Meeting**

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on March 9, 2026, 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**

Cheri Jackson, Mayor  
Silvia Catten, District 1  
Thom DeSirant, District 2 (arrived at 5:06pm)  
Nicole Handy, District 3  
Bev Uipi, District 4 (arrived at 5:11pm)

**City Staff**

Mike Winder, City Manager  
Elyse Sullivan, City Recorder  
John Brems, City Attorney  
Kurt Hansen, Facilities Director  
Francis Lilly, Assistant City Manager  
Lisa Dudley, HR-Finance Director  
Jim Hardy, Building Services Director  
Kristy Parajuli,  
Kayla Mayers, Promise Program Director

**Attendees:** Chief Petty-Brown, Rick Hansen, Lindsey Nielsen, Jeff Silvestrini, Dave Spatafore, Ashley Mirabelli, Ben Horsley, Andrei Tarassov

**WORK MEETING – 5:00 p.m.**

**TIME COMMENCED: 5:02 p.m.**

Mayor Jackson called the work meeting to order.

**1. Central Wasatch Commission Presentation; Lindsey Nielsen, Executive Director**

Lindsey Nielsen said the Central Wasatch Commission (CWC) is an interlocal governmental entity established in 2017 as an outgrowth of the Mountain Accord process (2013–2015), a collaborative regional effort involving community members, local leaders, environmental advocates, recreationists, and industry stakeholders to ensure the long-term sustainability of the Wasatch Mountains. The Commission's core mission is to protect and steward these mountains through coordinated approaches to transportation, environmental preservation, recreation, and responsible development. Comprised of multiple member jurisdictions along the Wasatch Front and back, including Millcreek, the CWC provides a unique platform for regional collaboration, consensus-based decision-making, and stakeholder engagement. Its work is informed by a 35-member Stakeholders Council and a Youth Council, both of which contribute local expertise and innovative ideas.

The CWC delivers value to its members through regional coordination, advocacy, and initiatives such as transportation planning, data transparency via the Central Wasatch Dashboard, and community programs. Notable accomplishments include mobility action planning, canyon shuttle feasibility studies, and management of the Ski Bus Priority Access Program, which improves traffic flow and public safety during peak ski days. The Commission also hosts an annual symposium to convene experts and stakeholders and administers a grant program that funds short-term projects supporting trail development, environmental maintenance, and equitable outdoor access. Central to its long-term vision is the proposed Central Wasatch National Conservation and Recreation Area Act, a federal initiative aimed at permanently protecting the region through a new conservation designation. Overall, the CWC serves as a collaborative and innovative model for regional stewardship of natural resources.

**Council Member Uipi moved to reorder the agenda to have Lisa Dudley go next. 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.**

### **3. Fiscal Year 2026-2027 Budget Discussion; Lisa Dudley, HR-Finance Director**

Lisa Dudley provided a preliminary, high-level overview of the fiscal year 2027 general fund budget, emphasizing that it is an early-stage framework intended to guide future discussions and refinements ahead of formal budget adoption in May and June. On the revenue side, the analysis highlights relatively stable and predictable sources, including property taxes, sales and use taxes, franchise fees, licenses, permits, and grants. Notably, no property tax increase has been assumed, and prior-year new growth was allocated to a community reinvestment area, temporarily limiting general fund gains. Sales tax revenues are trending upward, while utility-related revenues show mixed patterns, and most fee-based revenues remain relatively flat. Grant funding is being adjusted based on availability and administrative feasibility, and some one-time or pass-through funds are excluded to ensure accuracy. Overall, current projections indicate a modest increase in total revenues, with ongoing refinements expected as more precise data becomes available.

On the expenditure side, the focus is on major cost drivers, including personnel, contracts, and capital needs. Proposed adjustments include a 3% cost-of-living increase, a 1.5% merit increase, and the addition of several new positions to support operations. Rising costs in contracted services—such as law enforcement, municipal court services, animal control, and public works—are also key considerations, alongside infrastructure needs like pavement preservation and a significant irrigation system replacement in Canyon Rim Park. Additional requests include planning studies, administrative tools, and various capital improvements, though there is a recommendation to shift capital expenses to a dedicated capital improvement fund. To help offset rising costs, the city is evaluating the strategic use of available fund balances, particularly within its police precinct account, as a primary mitigation tool. Overall, the budget outlook reflects growing operational demands balanced with efforts to maintain fiscal responsibility, improve efficiency, and align long-term financial planning with the city's service priorities.

The council asked Dudley some clarifying questions.

## **2. Legislative Session Wrap-Up; Capstone Strategies**

Ashley Mirabelli and Dave Spatafore provided a high-level overview of the recently concluded session, highlighting both the complexity of the process and the need for continued review due to significant late-stage amendments and bill consolidations. Although a record number of bills were introduced, fewer were ultimately passed compared to the prior year. A major focus throughout the session was property tax policy, with numerous proposals initially aimed at restricting local government authority—such as limiting revenue growth, altering new growth calculations, and capping reserves—but most of these measures did not pass. Instead, the most impactful legislation centered on updates to the truth-in-taxation process, requiring greater transparency and planning, including advance public notice, adoption of a preliminary budget, and adherence to reserve requirements when considering tax increases. Clarifications were also made to address prior technical barriers that had prevented some jurisdictions from successfully implementing tax adjustments.

Beyond taxation, the session addressed several other key policy areas, including elections, special districts, public safety, housing, and economic development. Potentially restrictive election-related bills largely failed, preserving current practices, though funding was allocated for a study on mail-in voting security. Significant passed legislation included amendments to special district governance, municipal prosecution authority, wildfire interface codes, government immunity for first responders, and the establishment of new tools for housing-related infrastructure funding. Economic development policy saw a shift toward restructuring tax increment financing tools and creating new state-supported development frameworks, while maintaining local control over community reinvestment areas. At the same time, several notable bills failed, including measures related to municipal fee collection, election communications, charter school property rights, and government speech regulations. Overall, the session resulted in a mix of targeted policy updates, preservation of local authority in key areas, and the introduction of new frameworks to support infrastructure and housing, with further analysis needed to fully assess the final impacts of enacted legislation.

Mike Winder requested a list of bills and impacts that affect how Millcreek does business so staff can address them.

#### **4. Staff Reports**

Winder noted the ice skating season ending that week. Lisa Dudley gave the council copies of the FY25 published popular annual financial report and annual comprehensive financial report.

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

There was none.

**Council Member DeSirant moved to adjourn the work meeting at 6:29 p.m. Council Member Uipi 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.**

**REGULAR MEETING – 7:00 p.m.**

**TIME COMMENCED: 7:02 p.m.**

#### **1. Welcome, Introduction and Preliminary Matters**

### 1.1 Pledge of Allegiance

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

### 1.2 State of Millcreek's Youth Address

Mayor Heidi Jackson gave the following address:

“Hello everyone! My name is Heidi Jackson and I am the Millcreek City, Youth Council Mayor. I’m speaking today to not only represent the voices of our 25 membered youth council, but for all of the youth in our city and local community. Having a voice matters and I want the youth in Millcreek to know theirs matters too. Our youth council is a diverse group of leaders made up of high school juniors and seniors representing 5 local high schools. These include; The Academy for Math, Engineering, & Science or AMES, Olympus high school, East high school, Cottonwood high school, and Skyline high school. Our mission is to teach Millcreek youth about municipal government, support them in educational pathways, and provide opportunities for community service.

This year we have been busy doing just that. Here’s an overview of what the youth council has been doing this year. Before the school year started, we supported the residents of the Willow Glen apartment fire by organizing all the donations that were received for them. We also helped with the Bike Rodeo event held at James E Moss Elementary, a Title 1 school in Millcreek. We taught bike and road safety to kids by helping them go through an obstacle course and understanding road signs. After the school year started, we officially got sworn in by the City Council, helped with Churchill Jr. High’s 60th anniversary, participated in 9/11 day of service, and Welcoming Week. We organized and carried out a Halloween costume drive for kids at James E Moss Elementary, bought and supplied winter clothing for 24 families with kids in after school programs in Millcreek at William Penn, Utah International School, and Olympus High School. We did an activity with William Penn Elementary’s student government, and participated in local officials day.

Attending our states annual local officials day was a highlight for a lot of us this year and in years past because we were able to spend the day at the State Capitol then at the Salt Palace with other youth councils in the state to network, learn, take part in a mock trial, and hear from our governor, Governor Cox, and other local leaders about how we can use our voices and be involved in public policy. This year we also heard from many speakers including our previous mayor Jeff Silvestrini, current mayor Cheri Jackson, experts in the STEM and environmental work force, a mental health professional and FAFSFA advisors from the University of Utah, our city manager Mike Winder, Senator Nate Bluin, as well as our city council members: Silvia Catten, Bev Uipi, Tom Desirant, and Nicole Handy.

We are currently working with the South Salt Lake Youth Council on a Teen Resource Drive to support teens experiencing homelessness who are staying at the FINCH location in South Salt Lake. Both of our youth councils care about the topic of wanting to help people experiencing homelessness and we thought it would be a great idea to work on a project together to help people in our communities, especially teenagers. We have done so much this year and are proud of what we have accomplished including receiving the Best of State award for best youth group last June and a

Champion of Connection and Mental Health in Our Community award from Project Connection.

Before we joined the Youth Council we might have viewed Millcreek as just the place we lived and went to school. After taking initiative and getting involved in our community we now know how amazing and strong it is and how it is growing. We see the unity that is building and creating a positive impact on each of us. One youth council member recently shared that before joining, they didn't think our city leaders even knew what a high schoolers day looked like. After building relationships with them that feeling has shifted. We are so grateful for Cheri Jackson and our city councilmembers for taking the time to listen to us and get to know who we are. We are learning to use our voices, and the more we practice, the louder we get. Now that I have talked about our youth council, I want to transition into what the Youth in Millcreek want to say. To truly represent Millcreek youth, instead of making assumptions, our council conducted a survey to find out what mattered to them. What we found was fascinating.

First, burnout, phones and school schedules. The survey showed that screen time and sleep deprivation are at crisis levels with most answering they spend an average of 4-7 hours a day on screens. It's easy to tell a teenager to "put the phone down," but the data shows this is tied to school schedules that don't align with our biology and a digital world that never sleeps. Olympus high school has had great success with their flex time schedule, allowing students around 25 minutes of time to take tests and work with their teachers during the day instead of before or after school. Positive feedback from students on and off youth council, as well as teachers and faculty show us this is a good use of time, helping teachers and bringing grades up. This time is also being used for different club meetings and activities, so transportation is less of an issue after school. Our survey showed that 88% support bringing this to all of our high schools.

Second, safety. While many responded they feel safe in Millcreek, there were several who answered no to this question regarding immigration and gun violence. In a city as diverse as ours, many of our peers fear for their families or their own status. In Utah, Firearms were the second leading cause of death among young people ages 1-17 in 2023. If a portion of our youth don't feel safe in our community and at our schools, then the "safety" in Millcreek isn't a finished job yet.

Third, The Great Salt Lake. This environmental problem affecting our wildlife and air quality has not yet found a solution. If nothing changes, it is expected to dry up in around five years. As it dries, we will be exposed to toxic airborne chemicals which will negatively affect our health and the wildlife around us. We need to work to conserve water, and manage it long-term, to save our lake and the health of Millcreek residents.

Fourth, homelessness and affordable housing. We see the struggle on our streets and want to be part of the solution. In Utah, 22% of people experiencing homelessness in 2022 were under the age of 18. No one should have to experience homelessness, especially teenagers. We want to be homeowners one day and be able to afford the cost

of living that is currently so high. Lowering inflation and creating incentives for affordable housing will help us get to a point where we can be able to thrive in our city. Last and most striking takeaway, the youth do not feel like they have a say in our Schools, City and community policies. One solution for this in schools is having student panels where students get to share with teachers and faculty what is or is not helping them learn. In Millcreek, 32% in our survey said they don't feel like they have a voice as a youth while 28% were neutral. This is partly because they feel disconnected and simply don't know enough about how our system works. We need to advance our civics education for youth and continue to improve on their sense of belonging in our city. To those who want to use their voice, here's a list of ways you can learn more and speak out, because you do have a say, and opinions that are worth listening to.

First, the Millcreek City website is a great way to learn about what is going on in our city policies and what community events are taking place. Attending community events helps you engage and get to know more people who also live in Millcreek. Millcreek Common always has different fun events going on and has activities available like roller skating, ice skating, climbing, and soon, mini golf and a skate park. This is a great place to be with friends and make connections.

Next, reaching out to city or state officials through text, call or email. Their information is all public and they value and want to listen to the youths opinions. Our youth council, and advisor Kristy Parajuli (Julie) also want to hear your concerns and are a good resource for teens in Millcreek. Filling out our annual survey on our social media platform is an easy way to do this every year. Also, on our council, every high school represented has a school liaison to relay information, so they can also be a resource to you.

So, what is the "State of the Youth" in Millcreek? We are engaged, motivated and filled with untapped potential. We are a generation that cares about our future and is ready to work to make it the best it can be. Our Youth Council is committed to being a voice for Millcreek Youth. We are working to make sure that what we need for our future is incorporated into policy in this room. Because the state of the youth in Millcreek isn't just about today, it's about the future we are building together. Thank you."

### **1.3 Public Comment**

Andrei Tarassov, Olympus Cove Veterinary Clinic, expressed concerns regarding his recent experience relocating a long-established clinic within Millcreek, emphasizing a desire to remain in the community due to an existing client base and long-term investment in the area. Despite identifying a suitable vacant commercial property, the owner reported significant challenges navigating city processes, particularly citing inconsistent communication across departments, conflicting guidance from staff, and delays resulting from unclear or changing requirements. Additional frustrations included issues with the online permitting system, such as missed communications and receipt of unrelated inspection reports. The owner noted that these challenges are not isolated, referencing feedback from contractors who are hesitant to take on projects within the city due to similar difficulties. Overall, the statement underscores concern that administrative inefficiencies may hinder local economic development and calls for improved

coordination, clearer communication, and a more business-friendly approach to support small businesses and growth within the city.

## **2. Financial Matters**

### **2.1 Public Hearing to Consider a Monetary Contribution of Up to \$6,000 to the Canyon Rim Citizens Association for the Canyon Rim Cares Event**

Mayor Jackson said the Canyon Rim Cares event, now in its seventh or eighth year, is a well-established community service initiative organized by a local resident and supported by a combination of municipal and corporate contributions. Held annually in mid-to-late July, the event mobilizes hundreds of volunteers to complete service projects that benefit local and regional organizations. Past efforts have included assembling literacy kits for elementary students, preparing preschool readiness materials, and supporting nonprofits such as medical clinics and community centers. The organizer has demonstrated strong coordination and accountability, effectively securing additional funding sources and providing clear financial reporting on the use of contributed funds. Overall, the event is viewed as a valuable and impactful community program, and continued financial support is considered a worthwhile investment in local service and engagement.

**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 Handy 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 Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.**

### **2.2 Discussion and Consideration of Ordinance 26-09, Approving a Monetary Contribution of Up to \$6,000 to the Canyon Rim Citizens Association for the Canyon Rim Cares Event**

**Council Member DeSirant moved to approve Ordinance 26-09, Approving a Monetary Contribution of Up to \$6,000 to the Canyon Rim Citizens Association for the Canyon Rim Cares Event. Council Member Handy seconded. The Recorder 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.**

## **3. Planning Matters**

### **3.1 First Reading of ZM-26-002, Request to Rezone from R-1-6 to R-1-10 at 1575 E Millcreek Way; Carlos Estudillo, Planner**

Carlos Estudillo presented a rezoning application for a property located at 1575 East Millcreek Way, currently designated as R-1-10 (single-family residential). The request stems from prior subdivision amendments in 2021 and 2025 that consolidated portions of adjacent properties—originally zoned R-1-6—into this parcel. Under city code, a single

lot must carry a consistent zoning designation; therefore, the application proposes rezoning the previously annexed portions from R-1-6 to R-1-10 to align with the primary parcel. The request is characterized as a technical “clean-up” action required to ensure compliance with subdivision and zoning ordinances, with no changes to land use, density, or overall residential character.

The proposal has undergone standard review processes, including a public open house, community council discussion, and Planning Commission consideration. Public input was minimal and primarily focused on clarification of rear yard setback requirements, which will conform to R-1-10 standards and remain consistent with existing conditions. No substantive concerns or opposition were identified, and the East Mill Creek Community Council expressed no objections. The Planning Commission unanimously recommended approval, and staff likewise supports the application, noting no anticipated negative impacts and full compliance with applicable city codes.

#### **4. Business Matters**

##### **4.1 Parking Ordinance Discussion; John Brems, City Attorney and Jim Hardy, Building Services Director**

John Brems said the administration, supported by UPD, requested that parking ordinances be civil violations rather than criminal. He then reviewed proposed code changes which listed parking violations, created a hearing appeal process, authorized engineering to place no parking signs, and set fine amounts to certain violations. Jim Hardy noted bringing enforcement in-house would require a dedicated parking enforcement full time employee.

Staff and the council discussed specifics to enforcement including fees, the parking notice, and action to be taken after three unpaid violations.

#### **5. Reports**

##### **5.1 Mayor’s Report**

Mayor Jackson highlighted a range of recent activities and ongoing initiatives involving city leadership, community engagement, and public services. Staff participated in a legislative update through the Utah League of Cities and Towns, with acknowledgment given to team members for their active involvement in monitoring policy developments. Additionally, representatives attended discussions related to the Promise 100% Initiative, where potential partnerships with philanthropic organizations such as Blue Meridian Partners and United Way are being explored to support future funding opportunities.

Public safety and service delivery were also key areas of focus, with leadership reviewing performance metrics during a standards of cover meeting with Unified Fire Authority, which confirmed strong emergency response times and high-quality service for residents. Ongoing budget discussions with both Unified Fire Authority and Unified Police Department include consideration of future needs, such as funding for a new fire training facility.

Community engagement efforts were also emphasized, including a successful “Try-It-Abilities Day,” organized to provide inclusive recreational opportunities for individuals of all abilities, as well as a series of well-received events recognizing Black History

Month. These events were noted for fostering inclusivity and community connection, with appreciation expressed to staff and organizers for their contributions.

## 5.2 City Council Member Reports

Council Member DeSirant noted there was draft legislation for the Community Renewable Energies Program being reviewed for municipalities to adopt by June 7.

Council Member Uipi mentioned that Millcreek gives \$75,000 to support the Central Wasatch Commission.

Council Member Handy noted the Wasatch Front Waste and Recycling District was holding a public hearing on fee schedule amendments.

Council Member Catten attended the Change the World With Her event.

## 5.3 Staff Reports

There were no reports.

## 6. Consent Agenda

6.1 Approval of February 23, 2026 Work Meeting and Regular Meeting Minutes

**Council Member Uipi moved to approve item 6.1. Council Member DeSirant 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.**

## 7. New Items for Subsequent Consideration

There was none.

## 8. Calendar of Upcoming Meetings

- Historic Preservation Commission Mtg., 3/12/26, 6:00 p.m.
- Planning Commission Mtg., 3/18/26, 5:00 p.m.
- City Council Mtg. 3/23/26 7:00 p.m.

**ADJOURNED: Council Member Uipi moved to adjourn the meeting at 8:25 p.m. Council Member DeSirant 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



**Minutes of the  
Millcreek City Council  
March 23, 2026  
5:00 p.m.  
Work Meeting  
7:00 p.m.  
Regular Meeting**

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on March 23, 2026, 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**

Cheri Jackson, Mayor  
Silvia Catten, District 1  
Thom DeSirant, District 2  
Nicole Handy, District 3  
Bev Uipi, District 4

**City Staff**

Mike Winder, City Manager  
Elyse Sullivan, City Recorder  
John Brems, City Attorney  
Kurt Hansen, Facilities Director  
Francis Lilly, Assistant City Manager  
Lisa Dudley, HR-Finance Director  
Carlos Estudillo, Planner  
Brad Sanderson, Current Planning Manager

**Attendees:** Rebecca Hunt, Kim Castro, Rick Hansen, Nancy Carlson-Gotts, Jamie Allyn, Andrei Tarrasov, Sheryl Martin, Officer Cadwallader, Chief Petty-Brown, Chief Mazuran, Debbie Sanchez

**WORK MEETING – 5:00 p.m.**

**TIME COMMENCED: 5:06 p.m.**

Mayor Jackson called the work meeting to order.

**1. Unified Police Department 101; Chief Jason Mazuran**

Chief Mazuran explained that the Unified Police Department (UPD) is a highly dynamic organization that delivers significant value, but its effectiveness depends on clearly communicating its structure and services to elected officials and community stakeholders. To address this, UPD developed an educational initiative known as “UPD 101,” which helps orient new officials and community members—particularly after election cycles—by explaining how the department operates and the benefits it provides.

Chief Mazuran described UPD's organizational model as similar to a corporation, with a governing board made up of representatives from participating entities, including local elected officials. The department operates through two primary components: direct precinct services and shared services. Direct precinct resources include the officers and personnel assigned specifically

to a city like Millcreek, while shared services encompass specialized, administrative, and support functions distributed across multiple jurisdictions. This shared-services model allows participating cities to pool resources, achieve economies of scale, and maintain access to high-cost, high-skill capabilities—such as investigations, SWAT, and technical services—that would be difficult to sustain independently.

Chief Mazuran highlighted that while some specialized services may only be used occasionally, many shared resources are utilized daily and are essential to effective policing. The model ensures that when critical incidents arise, cities can rapidly access a large, coordinated force of trained personnel operating under consistent policies and procedures. Additionally, the structure allows municipalities to customize their policing services through add-ons tailored to local priorities while still benefiting from the broader network. Overall, the UPD model provides both local control and regional collaboration, enabling cities like Millcreek to receive comprehensive law enforcement services more efficiently and effectively than a standalone department.

Council Member Uipi asked if the Precinct bills when Millcreek Precinct responds to other cities' incidents. Chief Mazuran said there is a mutual aid agreement and the aid goes both ways without incident charging. Council Member Uipi wondered if some cities would take advantage of that. Chief Mazuran said it would become apparent if that were to happen and it would get shut down. Mayor Jackson asked about reconciliation of shared services. Chief Mazuran said they try to track shared services, but it tends to all balance out. Council Member Handy asked where the shared offices were located. Chief Mazuran said they used to be located in county buildings but after splitting from the Salt Lake County Sheriff's office the services were absorbed into the different precincts. His office is located at Millcreek City Hall.

Chief Petty-Brown explained the staffing structure and resource-sharing model within the Millcreek Precinct, emphasizing how partnerships with neighboring jurisdictions enhance efficiency and reduce costs. Certain personnel, including administrative staff and victim advocates, are partially funded through shared arrangements such as the small Immigration precinct, which contributes to overall staffing expenses and provides modest financial relief to Millcreek. Additional shared roles include a social worker jointly funded with Holladay, as well as patrol sergeants whose supervisory responsibilities extend across both cities. This collaborative approach allows resources to be distributed flexibly, ensuring adequate coverage and mutual support during larger incidents, with the understanding that assistance between jurisdictions balances out over time.

Chief Petty-Brown further outlined specialized units and supervisory structures within the precinct. A dedicated sergeant oversees traffic enforcement officers, who address community concerns such as speeding and traffic violations, as well as a growing mental health unit that has proven highly beneficial. The department also participates in a shared drug enforcement unit with Midvale, combining personnel and funding to maintain an effective investigative team that has recently contributed to significant drug-related arrests stemming from local cases. Additional investigative resources include property crimes detectives and a sergeant who also supervises school resource officers assigned to local schools. Overall, the precinct maintains a lean but highly collaborative structure, with each shift typically consisting of five officers and one sergeant when fully staffed, supported by shared regional resources that expand capacity and effectiveness.

Debbie Sanchez, CFO, outlined the financial and operational impacts of the Unified Police Department's separation from the county, with a specific focus on Millcreek. She explained that prior to the separation in fiscal year 2024, Millcreek had approximately 58.33 total employees, which decreased to 50.34 following the transition, a reduction of nearly eight positions.

Department-wide, UPD lost a total of 75 employees. Financially, the separation resulted in the loss of 20% of county funding, equating to \$4.7 million overall, with Millcreek responsible for approximately \$1.4 million of that loss based on its 29.57% share of shared services.

Consequently, Millcreek experienced a budget increase of \$1.9 million that year, whereas it would have seen a decrease in costs had county funding remained. To mitigate this impact, UPD implemented organizational restructuring and cost-saving measures, including shifting certain functions to shared services, resulting in approximately \$1.4 million in savings, though rising personnel costs still required a system-wide budget increase.

Sanchez also detailed the shared services funding formula, which allocates costs based on 70% call volume (cases), 20% population, and 10% property valuation. Using this formula, Millcreek's share of shared services and overall costs are calculated annually. For fiscal year 2025, Millcreek's total cost was approximately \$16.14 million, reflecting a 6% increase. In the current fiscal year, adjustments were made to better align staffing and operations, including modest increases in sworn personnel and support roles. Millcreek's share of the funding formula decreased slightly to 28.69%, contributing to a smaller budget increase of 2.75% (approximately \$440,000), a significant improvement compared to the prior year. She also noted that cities benefit from shared service revenues, which help offset costs. Looking ahead, updated projections show minor shifts in call volume, population, and property values, with Millcreek's rate stabilizing around 28.5% after accounting for a new partner, Intermountain Health, whose participation slightly reduces the financial burden on existing members. Overall, the financial outlook reflects increased stability following the initial impacts of the county separation.

Chief Mazuran described a new and innovative initiative to integrate dedicated law enforcement services within healthcare settings. He explained that, over the past year, UPD has been developing a model that differs significantly from traditional approaches, where officers typically provide only part-time or reactive support to hospitals. Instead, this new model establishes a specialized hospital division, with officers assigned full-time to work within medical facilities. Currently in a pilot phase at LDS Hospital, two officers are dedicated exclusively to the site, focusing on providing safety, security, and law enforcement services tailored to the unique and often high-stress healthcare environment.

Chief Mazuran emphasized that hospitals face increasingly complex and intense situations, requiring officers who are specifically trained to operate within medical settings and understand relevant regulations such as HIPAA and other healthcare laws. Early results from the pilot program have already demonstrated success, highlighting both the demand and potential for expansion across Intermountain Health's broader network. Financially, the model integrates hospitals into UPD's shared services framework, meaning their participation contributes to overall economies of scale and can help reduce costs for member cities like Millcreek. While still a relatively new and uncommon concept, the initiative is viewed as a forward-thinking approach that strengthens partnerships, enhances public safety, and provides mutual benefits to both healthcare providers and the communities they serve. Mayor Jackson relayed a story where this law enforcement relationship would have improved a particular experience with continuity and consistency.

Sanchez continued highlighting the role of the preliminary budget increase maximum, which is established each March to guide fiscal planning. For the current cycle, the governing board has directed the organization to limit budget growth to 3.5% or less. Initial projections showed an increase of approximately 5.21%, with Millcreek's share at 3.78%, prompting ongoing efforts to reduce costs to meet the target before the tentative budget is finalized in May. To achieve this, UPD has implemented a range of budget reductions and operational adjustments, including lowering projected health insurance increases from 15.2% to 12%, incorporating a 2.5% cost-of-living adjustment, and applying market-based pay updates for civilian employees.

Sanchez noted that while several reductions have been made, certain costs remain fixed or unavoidable, such as state retirement rate increases, contractual obligations, an approved IT leadership position, and grant-funded social worker roles. Capital projects totaling approximately \$642,000 will be funded through existing fund balance rather than new expenditures to help offset the increase. Additional necessary expenses include a \$250,000 fire suppression system upgrade for a newly leased logistics facility in Kearns. She also explained that further savings may be achieved through continued evaluation of staffing, shared service allocations, and potential fee schedule updates, including the removal or revision of outdated fees such as those for records requests and equipment use. Overall, the organization continues to refine the budget with the goal of meeting the 3.5% target while maintaining essential services and operational effectiveness.

## **2. Grow the Flow Presentation; Rebecca Hunt**

Rebecca Hunt, Millcreek resident, feels strongly about saving the Great Salt Lake. Hunt described the urgent environmental and public health challenges associated with the declining condition of the Great Salt Lake, emphasizing that current projections suggest as little as five to seven years remain before potentially irreversible impacts occur. She highlighted that the crisis disproportionately affects vulnerable populations, particularly minority communities on the west side of the Salt Lake Valley, due to increased exposure to toxic dust containing harmful substances such as arsenic. This dust poses serious health risks, including elevated cancer rates, and has a greater impact on children. Additionally, she noted environmental consequences, including accelerated snowmelt caused by dust deposits that reduce the snow's reflectivity—leading to an average of 17 fewer days of snowpack annually. This trend not only disrupts natural water cycles but also threatens Utah's ski industry and broader economy.

Hunt also referenced the cautionary example of Owens Lake, a much smaller lake that has dried up and become one of the largest sources of dust pollution in the United States, illustrating the potential scale of consequences if similar conditions occur at the Great Salt Lake. Visual examples of recent dust storms demonstrated how widespread and invasive these events can be, affecting homes, communities, and daily life. Despite the severity of the issue, she concluded by noting that there is still hope through coordinated and cooperative efforts to address the crisis.

Kimberly Castro, environmentalist, highlighted the mission and impact of the Grow the Flow movement, emphasizing its role in empowering individuals to take meaningful action in addressing the decline of the Great Salt Lake. She explained that her involvement was driven by a desire to counter feelings of helplessness regarding large-scale environmental issues, noting that the organization fosters a sense of agency through community engagement, advocacy, and education. Collaborative efforts among institutions such as Utah State University, University of

Utah, and various state agencies have contributed to data-driven projections, which indicate a 61% likelihood of severe adverse impacts if no action is taken. However, she emphasized that increasing water inflows to the lake—while ambitious—is achievable through coordinated efforts.

Castro outlined several key strategies to address the crisis, including incentivizing agricultural water conservation, as agriculture accounts for a significant portion of water diversion, and encouraging municipalities and residents to reduce outdoor water use, which represents approximately 70% of household consumption. She also stressed the importance of funding and policy support to enable behavioral and systemic changes. The Grow the Flow initiative focuses on public empowerment through actions such as engaging with elected officials, participating in community efforts, reducing nonfunctional turf, and advocating for sustainable water practices. She concluded by underscoring both the urgency and opportunity of the situation, noting that saving the Great Salt Lake would represent an unprecedented environmental success, as no similarly threatened lake has been fully restored.

Council Member Catten thanked the presenters for providing the information. She felt there were a lot of residents in Millcreek that cared about the lake and the environment. Hunt noted there was a lack of awareness of the issue that kept people from being more proactive.

### 3. Staff Reports

Winder announced the Doxie Derby that week. The next public market will be Craft Lake City. Roller skating will start April 1. The climbing wall was being improved and would open mid-April. The council work meeting on April 13 will be a site visit at the Maliheh Clinic.

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

There was none.

**Council Member DeSirant moved to reorder the agenda to move items 4.1 and 4.2 to the work meeting. Council Member Uipi 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.**

### Regular Meeting

#### 4. Business Matters

##### **4.1 First Reading of an Ordinance Adding Title 14 Chapter 59 to the Millcreek Code of Ordinances with Respect to Millcreek Common and City Offices**

John Brems said the ordinance would add definitions and rental authorizations for city rentals and refer to fees in the fee schedule. If discounts are given, then a 10-8-2 study process must take place which involves a public hearing. Mike Winder noted the ordinance was aligning practice with state code.

##### **4.2 First Reading of an Ordinance Amending and Restating Title 14 Chapter 58 of the Millcreek Code of Ordinances with Respect to Special Events**

John Brems said the ordinance would amend the existing code regarding special events. There are different types of events based the intensity and a first amendment special

event, such as a political event. The code acknowledged insurance requirements and fees in the consolidated fee schedule.

## **5. Reports [From Regular Meeting]**

### **5.1 Mayor's Report**

Mayor Jackson reported that she, along with Council Member Handy, Council Member Uipi, and Mike Winder, recently spent several days in Washington, D.C., meeting with the city's congressional delegation, including staff from Senators Mitt Romney and Mike Lee, as well as all four House representatives. They presented the Millcreek Commons North project, seeking federal appropriations to support affordable housing in an area of the city with high housing costs. The delegation responded positively, with Representative Maloy's office agreeing to submit the request and Senator Curtis and others offering support. Mayor Jackson also attended the National League of Cities conference, noting it provided valuable insights into common municipal challenges and solutions. Additionally, she and Council Member Handy participated in an International Women's Day event hosted by the Utah Refugee Connection, which featured community building, crafting, and dancing, providing an opportunity to connect with local refugee and community women. There was also an upcoming performance of "12 Angry Jurors" at City Hall and the Doxie Derby that weekend.

### **5.2 City Council Member Reports**

Council Member Uipi reminded the community about the Transportation Utility Fee open house on April 2 and the Easter egg hunt on April 4.

### **5.3 Treasurer's Report**

Council Member Catten provided a financial update. As of March 23, the operating account balance was \$6,482,833 and the PTIF account held \$37,704,919, resulting in a combined shared cash total of \$44,187,752. Year-to-date revenues included \$11,405,366 in property taxes, \$8,054,197 from six months of general sales tax collections, and \$825,318 in building permit revenue, bringing total general fund revenue to approximately \$29.44 million. She also summarized February disbursements, noting that 144 checks were issued totaling \$3,411,322, along with 28 electronic funds transfers and bank drafts totaling \$332,036. Payroll direct deposits for two pay periods amounted to \$367,522. Altogether, total disbursements for the month were approximately \$4.11 million.

### **5.4 Staff Reports**

There were none.

### **5.5 Unified Police Department Report**

Chief Petty-Brown provided the February 2026 report, highlighting that the department will have no true vacancies next week, with the traffic unit fully staffed with four officers, three of whom are allocated to Millcreek (currently in FTO or the academy). Response times averaged six minutes for priority one calls, seven minutes for priority two, and 12 minutes for priority three. Calls for service increased from 720 in January to 811 in February, including 37 transient-related calls and 72 mental health calls.

Traffic enforcement resulted in 353 citations, 70 U-turn violations, 86 accident reports, and 12 DUI cases. The DEU unit handled 13 cases, made 15 arrests, executed 19 search warrants, recovered two stolen vehicles and four firearms, and seized 36 grams of methamphetamine and 25 grams of marijuana. They also participated in a major investigation over the weekend involving approximately 17–20 pounds of meth or fentanyl powder. Investigations included 21 assaults, 17 frauds, two burglaries, four sex offenses, 11 stolen vehicles, 58 counts of larceny, 14 drug offenses, 57 domestic violence cases, and one robbery. Millcreek precinct detectives were assigned 51 cases, four of which were submitted to Holladay Justice Court. A community highlight included a substitute teacher at Evergreen Junior High performing a successful Heimlich maneuver and being recognized with a challenge coin for her heroic action.

Council Member Uipi asked about the police report spike. Chief Petty-Brown said there was no explanation, sometimes it can be the warmer weather.

**Council Member Uipi moved to adjourn the work meeting at 6:35 p.m. Council Member DeSirant 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.**

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**REGULAR MEETING – 7:00 p.m.  
TIME COMMENCED: 7:00 p.m.**

## **1. Welcome, Introduction and Preliminary Matters**

### **1.1 Pledge of Allegiance**

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

### **1.2 Unified Police Department Millcreek Precinct Officer of the Month for February 2026**

Chief Petty-Brown recognized Officer Kyle Cadwallader as Officer of the Month for his exceptional performance in February, noting that he received two separate nominations from sergeants—a rare distinction that highlights his outstanding work. On February 25, Officer Cadwallader responded to an aggravated assault at a Walmart parking lot, where a suspect brandished a knife and attempted to force a victim from their vehicle. Officer Cadwallader quickly secured the victim, broadcast the suspect’s description, located the suspect nearby, and safely took him into custody, recovering the knife used in the assault. The suspect was positively identified by the victim and subsequently booked on felony charges. In a separate residential burglary case, Officer Cadwallader went above and beyond typical patrol duties by actively investigating, reviewing Ring camera footage, utilizing the license plate reader system, and obtaining a search warrant for the suspect’s phone records. These efforts collectively established probable cause for criminal charges, demonstrating his initiative, persistence, and meticulous attention to detail. His professionalism, investigative skill, and dedication to the safety of the Millcreek community make him a highly deserving recipient of this recognition.

### **1.3 Public Comment**

Andrei Tarrasov addressed the council to report that, following the previous meeting, his clinic underwent an inspection by DOPL in response to a city complaint. He emphasized that, under Utah's HB 58 passed last year, it is considered unprofessional conduct for city inspectors to retaliate against citizens. Tarrasov indicated that he is aware of his rights under this law and, for the time being, intends to remain engaged in the process.

## **2. Financial Matters**

### **2.1 Public Hearing to Consider Amending the Fiscal Year 2025-2026 Budget**

Lisa Dudley presented the third budget amendment for the current fiscal year, beginning with the general fund. With three quarters of the year complete, revenue projections for various taxes were updated, including first-year collections from the transit tax and municipal telecom license fees. An insurance payment for flood damage from the Utah Local Governments Trust increased revenue, while the budgetary use of fund balance served as the balancing figure to match expenditures, keeping the budget in balance. Adjustments were made across departments, such as a \$200,000 increase in the Facilities department for flood-related building and grounds maintenance, funded by the insurance claim, and minor reallocations within departments to cover shortfalls, with all intra-department changes totaling zero.

Dudley also reviewed amendments for other city funds, including the CRAs. The Millcreek Center CRA reflected adjustments from bond proceeds and related expenditures, while the West Millcreek CRA reflected interest earnings. The newly activated MedTech CRA recognized its first tax increment payments, with a portion allocated to a special housing fund to ensure funds are restricted to housing purposes. Additional amendments included small adjustments in special revenue funds, such as the Community Foundation Board, stormwater utility, and recreation fee updates to refine discount definitions and remove a two-hour minimum rental requirement. Finally, a substitute ordinance with Exhibit B was presented to shift budgeted funds to support the launch of the upcoming farmers market season, ensuring operational readiness for the new year.

**Council Member DeSirant moved to open 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 Handy 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 Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.**

### **2.2 Discussion and Consideration of Ordinance 26-13, Amending the Fiscal Year 2025-2026 Budget**

**Council Member DeSirant moved to approve Ordinance 26-13, Amending the Fiscal Year 2025-2026 Budget as set forth in the attached Exhibit A and Exhibit B. Council Member**

**Uipi seconded. The Recorder 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.**

### **2.3 Public Hearing to Consider a Monetary Contribution of up to \$8,000 for High School Scholarships**

Winder provided an overview of the city's annual scholarship program, which traditionally awards one male and one female student from each of the four high schools within or serving the city: Cottonwood High School, Olympus High School, Skyline High School, and the International Charter School. This year, the scholarships have been renamed the Silvestrini Scholars in honor of the city's former mayor. Pending approval of the vote, the application period will open soon, with a closing date of April 10, allowing graduating seniors from these schools to apply through the city's Promise Program. Dudley noted that because public funds are being awarded to private individuals, the scholarship program requires a public hearing as part of the approval process.

Mayor Jackson explained that renaming the scholarships to the Silvestrini Scholars is a way to honor the former mayor's dedication to the Promise Program and to recognize deserving students while preserving his legacy within the city. She added that the program originally began at Olympus High School, where Holladay contributed \$1,000 each for a male and female graduating senior and encouraged matching contributions from Millcreek, which the city fulfilled. A few years later, the mayor and council expanded the program to include the other high schools, making it a citywide initiative that has since become a meaningful and celebrated program.

**Council Member DeSirant moved to open 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 Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.**

There were no comments.

**Council Member Catten 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 Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.**

### **2.4 Discussion and Consideration of Ordinance 26-11, Approving Monetary Contribution of up to \$8,000 for High School Scholarships**

**Council Member Catten moved to approve Ordinance 26-11, Approving Monetary Contribution of up to \$8,000 for High School Scholarships. Council Member Handy seconded. The Recorder 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.**

### **2.5 Public Hearing to Consider a Monetary Contribution of up to \$5,000 to the East Mill Creek Community Council**

Winder noted that historically the city has provided funding to community councils upon request for various purposes. He specifically commended the East Mill Creek Community Council for responsibly using their allocated funds rather than saving them, providing detailed budgets for items such as permits, office supplies, and insurance. He highlighted their contributions to community events, including Fourth of July celebrations, as well as support for UPD and UFA meals. Dudley emphasized that staff and the 10-8-2 study reviewed the council's proposed \$5,000 budget and deemed it responsible, recommending it for council consideration.

**Council Member Uipi moved to open 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 Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.**

There were no comments.

**Council Member Uipi moved to close 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 Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.**

## **2.6 Discussion and Consideration of Ordinance 26-12, Approving a Monetary Contribution of up to \$5,000 to the East Mill Creek Community Council**

**Council Member Uipi moved to approve item 2.6, Ordinance 26-12, Approving a Monetary Contribution of up to \$5,000 to the East Mill Creek Community Council. Council Member DeSirant seconded. The Recorder 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.**

## **3. Planning Matters**

### **3.1 Discussion and Consideration of Ordinance 26-10, Rezoning 0.17 Acres of Certain Property Located at Approximately 1575 East Millcreek Way from the R-1-6 (Single-Household Residential) Zone to the R-1-10 (Single-Household Residential) Zone**

Carlos Estudillo summarized a zoning application for 1575 East Maple Avenue, which involves previously consolidated land from adjacent properties. The property has undergone a series of boundary adjustments, including a 4,000-square-foot consolidation in August 2021 and a 3,600-square-foot addition from a subdivision amendment. The applicant is requesting to rezone the consolidated lot from R1-6 to R1-10 to match the existing zone on 1575 East Millcreek Way. Estudillo noted that the proposed rezoning would not change the property's use, and any setbacks on the newly added portion would conform to R-1-10 standards, primarily as side yards. No detrimental effects were identified during the review process, and staff recommended approval. He recommended that the city council approve application ZM-26-002 as presented.

**Council Member DeSirant moved to approve Ordinance 26-10, Rezoning 0.17 Acres of Certain Property Located at Approximately 1575 East Millcreek Way from the R-1-6**

**(Single-Household Residential) Zone to the R-1-10 (Single-Household Residential) Zone. Council Member Handy seconded. The Recorder 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.**

**3.2 First Reading of ZM-25-003, Rezone Request from Commercial (C), Commercial with Zone Condition (C/ZC), and the City Center Overlay Zone (CCOZ) to Commercial (C) and City Center Overlay Zone – Development Agreement (CCOZ-DA) at 3232 S Highland Drive; Brad Sanderson, Planner**

Brad Sanderson presented a proposal for a redevelopment project in Millcreek's City Center area, involving a partnership between Millcreek, Ensign Design, and PEG Development. The application seeks to rezone approximately 1.2 acres—comprised of five parcels—from a commercial designation to a City Center Overlay Zone with an associated development agreement and removal of an existing zoning condition. The proposed project is a six-story, mixed-use development featuring ground-floor retail, luxury residential condominiums, a hotel, and a concealed parking structure. The plan aligns with the City Center Master Plan established in 2019, which envisions this area as a high-density, mixed-use hub with active public spaces and amenities. The development includes approximately 12,000 square feet of retail space, 25 high-end condominiums, a hotel with around 108 rooms, structured parking wrapped within the building, and rooftop amenities. Design considerations reflect extensive public outreach and feedback, resulting in modifications such as improved building articulation and pedestrian-friendly features. While the proposal largely complies with zoning and design standards, it requests an exception to step-back requirements along Highland Drive due to site constraints and the need to accommodate the integrated parking structure. Additional elements include infrastructure improvements, traffic adjustments, and coordinated access and utility planning. Overall, staff indicated that the project is consistent with long-standing city goals and policies for creating a vibrant, high-intensity urban center, and recommended it for consideration with further administrative approvals and refinements to follow.

Council Member DeSirant suggested signed parking for large Millcreek Common events to provide reserved parking spaces for the hotel. Winder said the only exception being requested was for step backs. Mayor Jackson asked about dedicated parking space for SLC Fitness. Winder said there could be signs, or whatever they wanted to do on their private property. Council Member Uipi asked if the community councils provided any feedback. Sanderson said all councils gave recommendations of denial with concerns about height, though the Planning Commission unanimously recommended it.

**5. Reports (see work meeting)**

**6. New Items for Subsequent Consideration**

There was none.

**7. Calendar of Upcoming Meetings**

- Historic Preservation Commission Mtg., 4/9/26, 6:00 p.m.
- City Council Mtg., 4/13/26, 7:00 p.m.

**ADJOURNED:** Council Member Uipi moved to adjourn the meeting at 8:19 p.m. Council Member DeSirant 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