

MILLCREEK, UTAH
ORDINANCE NO. 19-36

**AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 4236/4248 SOUTH 900 EAST FROM R-1-8 (SINGLE-FAMILY
RESIDENTIAL) TO R-1-5 (SINGLE-FAMILY RESIDENTIAL)**

WHEREAS, the Millcreek Council (“Council”) met in regular session on July 22, 2019, to consider among other things, an ordinance rezoning certain property located at approximately 4236/4248 South 900 East from R-1-8 (single-family residential) to R-1-5 (single-family residential); and

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

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

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

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

WHEREAS, on May 3, 2019 the required notice was published; and

WHEREAS, on May 15, 2019 the proposed rezone was submitted to the Planning Commission for its recommendation; and

WHEREAS, on May 15, 2019 the Planning Commission held the required public hearing with respect to this rezone; and

WHEREAS, at the May 15, 2019 planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

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

WHEREAS, on July 19, 2019 the Council caused the required notice to be given; and

WHEREAS, on July 22, 2019 the Council considered the rezone during a public meeting; and

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

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

NOW THEREFORE, be it ordained by the Council that the property described in File # ZM-19-009 filed by Property Dynamics located at 4236/4248 South 900 East is hereby rezoned/reclassified from R-1-8 (single-family residential) to R-1-5 (single-family residential) such property being more particularly described as follows:

Legal Description

Parcel # 22-05-127-012

BEG 50 RDS W & 1012.3 FT S FR N 1/4 COR SEC 5 T 2S R 1E SL MER S 141.05 FT W 219 FT N 52.8 FT W 45 FT N 88.25 FT E 264 FT TO BEG 0.8 AC

Parcel # 22-05-127-020

BEG 9.14 FT S FR NE COR LOT 15, BLK 5, 10 AC PLAT A, BIG FIELD SUR; S 0°05'04" W 90.43 FT; S 89°56'40" W 192.18 FT; N 0°06'48" E 90.5 FT M OR L; E 192.18 FT TO BEG. 0.38

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

This Ordinance assigned Ordinance No. 19-36, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 22nd day of July, 2019.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 19-36: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 4236/4248 SOUTH 900 EAST FROM R-1-8 (SINGLE-FAMILY
RESIDENTIAL) TO R-1-5 (SINGLE-FAMILY RESIDENTIAL)
was passed and adopted the ____ day of _____ 2019 and certifies that copies of the
foregoing Ordinance 19-36 were posted in the following locations within the municipality this
____ day of _____, 2019.

1. Millcreek City Office, 3330 S. 1300 E., Millcreek, UT 84106
2. Millcreek Community Center, 2266 E. Evergreen Ave., Millcreek, UT 84109
3. Calvin S. Smith Library, 810 E. 3300 S., Millcreek, UT 84106

Elyse Greiner, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 19-37

**AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT
AGREEMENT FOR AN 8-UNIT PLANNED UNIT DEVELOPMENT WITH RESPECT
TO APPROXIMATELY 1.18 ACRES OF REAL PROPERTY LOCATED AT
APPROXIMATELY 4236/4248 SOUTH 900 EAST**

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on July 22, 2019, to consider, among other things, an ordinance of the Millcreek Council approving a development agreement for an 8-unit planned unit development with respect to approximately 1.18 acres of real property located at approximately 4236/4248 South 900 East; and

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

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

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

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

PASSED AND APPROVED by the Council this 22nd day of July, 2019.

MILLCREEK

Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

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

ORDINANCE 19-37: AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR AN 8-UNIT PLANNED UNIT DEVELOPMENT WITH RESPECT TO APPROXIMATELY 1.18 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 4236/4248 SOUTH 900 EAST

was passed and adopted the ____ day of _____, 2019 and certifies that copies of the foregoing Ordinance 19-37 were posted in the following locations within the municipality this ____ day of _____, 2019.

1. Millcreek City Office, 3330 S. 1300 E., Millcreek, UT 84106
2. Millcreek Community Center, 2266 E. Evergreen Ave., Millcreek, UT 84109
3. Calvin S. Smith Library, 810 E. 3300 S., Millcreek, UT 84106

Elyse Greiner, City Recorder

When recorded, return to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this ____ day of July, 2019, by and between Property Dynamics II, LLC (“Developer”), for the land to be included in or affected by the project located at approximately 4236/4248 South 900 East, Millcreek, UT 84124, a municipal corporation of the State of Utah (“City”). The Developer and the City are sometimes referred to as the “Parties.”

RECITALS

WHEREAS, Developer owns approximately 1.19 acres of real property located at 4236/4248 South 900 East, Millcreek, UT 84124 (“Property”) and intends to develop the Property. A legal description of the Property is attached hereto as exhibit “A.” The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new private use development consisting of single family homes (the “Project”) on the Property; 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, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

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

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer’s vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the Millcreek Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in exhibit “B.” The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings on this matter.

5. **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.

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

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

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

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

TO DEVELOPER:	Property Dynamics II, LLC John D. Thomas, Manager 11616 South State Street, Suite 1504 Draper, Utah 84020
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TO CITY:	Millcreek Jeff Silvestrini, Mayor 3330 South 1300 East Millcreek, Utah 84106
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Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **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.

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

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

13. **Term of Agreement.** The term of this Agreement shall be until December 31, 2028 and shall automatically expire on such date.

14. **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.

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

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

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

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

Millcreek

Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner, City Recorder

DEVELOPER

By: _____
John D. Thomas, Manager

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jeff Silvestrini as the Mayor, respectively, of Millcreek, a Utah municipality.

Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of _____ 2019 by _____.

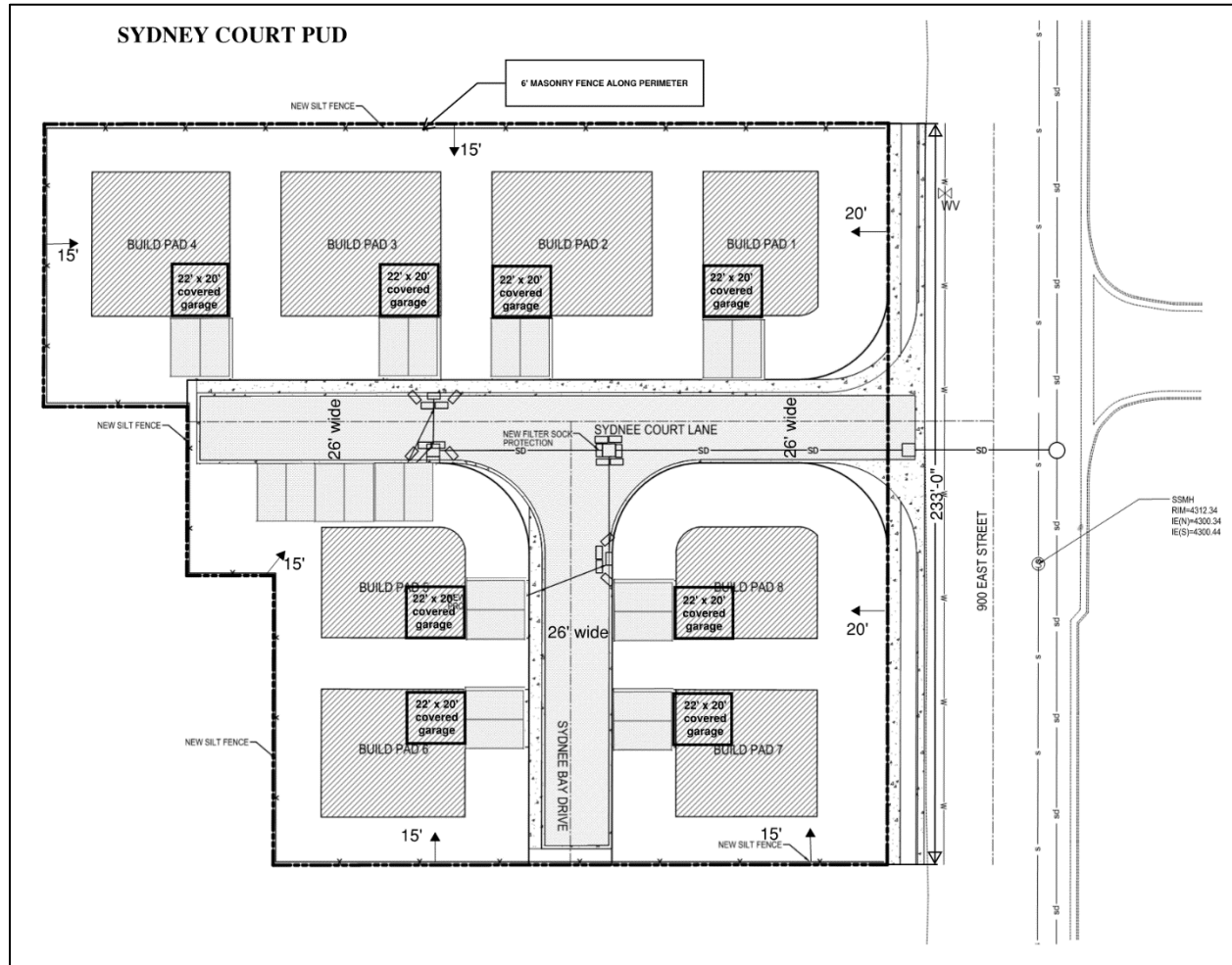
Notary Public

Exhibit B

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

- 1.** Height. The height of the building will not exceed 28 feet in height from natural grade.
- 2.** Setbacks. The setbacks for the building will be as established on the attached site plan, Exhibit C.
- 3.** Parking. The project will include 6 guest parking stalls for the development in addition to the required two car garage parking per unit.
- 4.** Common Open Space. The project will consist of open space totaling 50 percent of the project site.
- 5.** Amenities. The open space will include the following residential amenities:
 - a. Picnic/ BBQ Area
- 6.** Units. The project will consist of eight single-family homes.
- 7.** Private Open Space. Up to 3,000 sq. ft will be allocated for fenced rear yards.
- 8.** Lighting. The developer will install
- 9.** Fencing. The developer will install perimeter fencing around the entire project and a gate may be installed.
- 10.** Uses. Uses will be limited to single home residences.
- 11.** Landscaping. Landscaping will be provided as provided in accordance with landscaping standards in the area and trees will line the perimeter of the property.
- 12.** Materials. The project will consist of the following materials.
 - a. Stucco, Hardy, Masonry exteriors
 - b. Asphalt shingle roof...

Exhibit C







MILLCREEK, UTAH
RESOLUTION NO. 19-24

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN
INTERLOCAL COOPERATIVE AGREEMENT WITH
COTTONWOOD HEIGHTS AND CITY OF HOLLADAY FOR
SUSTAINABILITY RELATED SERVICES**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on July 22, 2019, to consider, among other things, approving an Interlocal Cooperative Agreement with Cottonwood Heights and City of Holladay for sustainability related services; 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, Cottonwood Heights, City of Holladay, and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Interlocal Cooperative Agreement with Cottonwood Heights and City of Holladay for sustainability related services; 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 the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 19-24, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 22nd day of July, 2019.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

Interlocal Cooperative Agreement

(Sustainability Services)

THIS INTERLOCAL COOPERATIVE AGREEMENT (this “*Agreement*”) is made effective 1 July 2019 by and between the city of **COTTONWOOD HEIGHTS**, a municipal corporation of the state of Utah (“*Cottonwood Heights*”); the **CITY OF HOLLADAY**, a municipal corporation of the state of Utah (“*Holladay*”); and the city of **MILLCREEK**, a municipal corporation of the state of Utah (“*Millcreek*”). Cottonwood Heights, Holladay and Millcreek are each referred to herein as a “*Party*” and are collectively referred to herein as the “*Parties*.”

RECITALS:

A. Each of the Parties is a Utah municipality located in the central Eastern portion of Salt Lake County, an urbanized population center totaling approximately 1.15 Million residents.

B. Because the urbanization and geography of Salt Lake County result in periods of poor air quality and other environmental concerns due in part to the use of fossil fuels, the Parties believe that the energy sources utilized by and within each of the Parties’ boundaries can significantly impact public health, safety and welfare.

C. Recent advances in the field of energy technology have made renewable energy more economically viable than in the past and, in some cases, more cost-effective than traditional energy sources.

D. The Parties desire to (1) take actions which promote the health, safety and welfare of the City’s residents, and (2) enhance their own economic well-being and that of their respective residents through prudent management of their respective financial resources.

E. The Parties believe that determining and undertaking (as determined individually by each Party) a suite of actions designed to reduce fossil fuel dependence and otherwise protect and preserve the natural environment while appropriately balancing financial stewardship and promoting economic growth is an important component of adjusting to a changing climate and safeguarding public health, safety and welfare.

F. To that end, the Parties desire to collaboratively explore sustainable energy sources, best practices for shifting towards renewable energy, methods to improve air quality and reduce harmful health impacts of poor air quality, maintain and improve water quality and availability, conserve open space, safeguard the natural environment, maintain the quality of life, and otherwise determine areas of possible improvement within their respective municipal operations regarding energy efficiency and environmental sustainability (collectively, “sustainability”) by sharing the cost of a Cottonwood Heights employee who will focus a specific portion of that employee’s work time on sustainability issues and possible solutions anticipated to be of common interest to the Parties.

G. Pursuant to the authority granted in the Interlocal Cooperation Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Interlocal Act*”), the Parties desire to enter into an “interlocal agreement” governing such sustainability services.

H. The Parties are “public agencies” for purposes of the Interlocal Act, and, consequently, are authorized to enter into this Agreement.

G. The Parties have determined that it is mutually advantageous to enter into this Agreement.

A G R E E M E N T:

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

Section 1. **Services.** Cottonwood Heights will designate a qualified employee (the “Employee”) to act as joint resource for the Parties concerning sustainability. To that end, the Employee will devote 12-18 work hours per week performing the following sustainability-related services (the “Services”) anticipated to ultimately benefit all of the Parties:

(a) Seek mutually beneficial, financially feasible methods to increase energy efficiency and the utilization through use of renewable energy (meaning non-fossil fuel sources such as electricity derived from wind, solar, hydroelectricity, geothermal sources and other means that become available and do not add greenhouse gases to the atmosphere) while lowering dependence on non-renewable sources of energy.

(b) Develop programs designed to encourage businesses and contractors to pursue energy efficiency and to use sustainable energy practices, including in connection with development of roads and buildings.

(c) Working in conjunction with Rocky Mountain Power, develop a plan to pursue a goal of achieving a 100% renewable electricity supply for municipal operations, and within jurisdictions, by such dates as may be specified by the Advisory Board (defined below), without compromising the three principles of affordability, reliability and environmental stewardship, all in compliance with the Community Renewable Energy Act, UTAH CODE ANN. 54-17-901 *et seq.*

(d) Develop programs to improve air quality and reduce harmful health impacts of poor air quality, maintain and improve water quality and availability, conserve open space, safeguard the natural environment, maintain the quality of life, and otherwise achieve sustainability purposes and goals.

(e) Analyze possible resulting budgetary and fiscal impacts and provide interim milestones and annual progress reports as specified by the Advisory Board.

(f) Provide written reports to the Parties at least once each calendar quarter describing the Services performed during the prior three-month period and the Services anticipated to be performed during the upcoming three-month period.

Section 2. **Employment Status.** The Employee shall be an employee of Cottonwood Heights alone and shall not be, or be deemed to be, an employee of either Holladay or Millcreek. Cottonwood Heights shall have complete control and discretion over the Employee, including, without limitation, the rights to hire, to fire, to discipline and to replace the Employee in

accordance with applicable law and Cottonwood Heights' own policies and procedures. As the Employee's employer, Cottonwood Heights alone shall be responsible for payment of the Employee's salary, wages, and other compensation and benefits, including retirement contributions and health insurance coverage. Although Cottonwood Heights shall be entitled to the compensation from Holladay and Millcreek specified in Section 3 below, the Employee shall have no direct right to compensation or benefits from Holladay or Millcreek for Services provided hereunder.

Section 3. **Compensation.** Each of Holladay and Millcreek shall defray the Employee-related costs incurred by Cottonwood Heights by paying a quarterly fee (the "*Fee*"). During the first year of this Agreement, the Fee payable by Holladay and Millcreek to Cottonwood Heights shall be \$_____. Thereafter, the Fee may be increased for any future fiscal year by Cottonwood Heights, upon at least 30 days' prior written notice to the other Parties, as deemed reasonably necessary by Cottonwood Heights due to increases (or anticipated increases) in the Employee-related costs incurred (or to be incurred) by Cottonwood Heights. Such Fee payments shall be due and payable to Cottonwood Heights on the first day of each July, October, January and April, and shall be delinquent on the 15th day of each such month, with the first Fee payment shall be due on 1 July 2019. Interest at ten percent per annum shall accrue on any past-due amounts.

Section 4. **Designation of Services.** The specific Services to be performed by the Employee from time to time shall be designated by Cottonwood Heights in consultation with a joint board (the "*Advisory Board*") consisting of each Party's manager or designee. The Advisory Board shall meet at least once every six months to discuss, among other things, the results of the Employee's past Services and the scope of the Employee's future Services.

Section 5. **Conflict Resolution.** In the event of a dispute between the Parties regarding this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that representatives of each of the Parties will meet as soon as practical to discuss and attempt to resolve the dispute. If the Parties do not agree, then the dispute shall be resolved pursuant to Section 10 below.

Section 6. **Indemnity.** The Parties are governmental entities under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. § 63-30d-101, *et seq.*) (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each of the Parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. No Party waives any defenses otherwise available under the Immunity Act nor does any Party waive any limits of liability currently provided by the Immunity Act.

Section 7. **Term.** This Agreement shall be effective immediately upon its full execution and delivery. This Agreement is terminable by any Party at any time after 30 June 2020 following at least 20 days' prior written notice to the other Parties. If not sooner terminated, this Agreement shall terminate on 30 June 2069.

Section 8. **Additional Interlocal Act Issues.**

(a) **No Separate Entity.** This Agreement does not create a separate legal/interlocal entity.

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by the Advisory Board. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by the Advisory Board.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

Section 9. **Notice**. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two business days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Cottonwood Heights: COTTONWOOD HEIGHTS
Attn. Tim Tingey, City Manager
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121

With a copy to: Wm. Shane Topham
JONES WALDO
170 South Main Street, 15th Floor
Salt Lake City, UT 84101

Holladay: CITY OF HOLLADAY
Attn. Gina Chamness, City Manager
4707 South Holladay Blvd.
Holladay, UT 84117

With a copy to: Todd Godfrey
HAYES GODFREY BELL, P.C.
2118 East 3900 South, Suite 300
Holladay, UT 84124

Millcreek: MILLCREEK
Attn. John Geilmann, City Manager
3330 South 1300 East
Millcreek, UT 84106

With a copy to: John N. Brems
BREMS LAW
c/o 3330 South 1300 East
Millcreek, UT 84106

Section 10. **Claims and Disputes**. Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions

hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

Section 11. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

Section 12. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

Section 13. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 14. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

Section 15. **Time.** Time is the essence of this Agreement.

Section 16. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 17. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 18. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

Section 19. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 20. **Litigation Expenses.** If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

Section 21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 22. **Approval by Attorneys.** This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with UTAH CODE ANN. § 11-13-202.5.

IN WITNESS WHEREOF, each of the Parties, by resolution duly adopted by its council, has caused this Agreement to be signed by its mayor and attested by its recorder.

ATTEST:

COTTONWOOD HEIGHTS

Paula Melgar, Recorder
Date signed: _____

By: _____
Michael J. Peterson, Mayor
Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
Wm. Shane Topham, City Attorney
Date Signed: _____

ATTEST:

CITY OF HOLLADAY

Stephanie Carlson, Recorder
Date signed: _____

By: _____
Robert Dahle, Mayor
Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
Todd Godfrey, City Attorney
Date Signed: _____

ATTEST:

CITY OF MILLCREEK

Elyse Greiner, Recorder

Date signed: _____

By: _____

Jeff Silvestrini, Mayor

Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____

John N. Brems, City Attorney

Date Signed: _____

MILLCREEK, UTAH
RESOLUTION NO. 19-25

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN
INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE FUNDING FOR
THE CENTRAL WASATCH COMMISSION**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on July 22, 2019, to consider, among other things, approving an Interlocal Cooperative Agreement to provide funding for the Central Wasatch Commission; 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, Millcreek is a participant in the Central Wasatch Commission; and

WHEREAS, Pursuant to UTAH CODE ANN. §11-13-215, “[a] county, city, town, or other political subdivision may, at the discretion of the local governing body, share its tax and other revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency ...”; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to provide funding for the Central Wasatch Commission; 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 the Mayor and Recorder are hereby authorized and directed to execute and deliver the same and the City is authorized to provide the Central Wasatch Commission funding as provided in the Agreement.

This Resolution, assigned No. 19-25, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 22nd day of July, 2019.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective July 1, 2019 by and between Millcreek, a Utah municipality whose address is 3330 South 1300 East Millcreek, UT 84106 (“*Grantor*”), and the **CENTRAL WASATCH COMMISSION**, a Utah interlocal entity whose address is 41 North Rio Grande, Ste. 202, Salt Lake City, UT 84101 (the “*CWC*”). Grantor and the CWC are each a “*party*” and collectively are the “*parties*” to this Agreement.

RECITALS:

A. The CWC is an interlocal entity created pursuant to the “Central Wasatch Commission Interlocal Agreement” dated 30 May 2017 (the “*CWC ILA*”) and resulting action of the Utah Lieutenant Governor on 29 June 2017.

B. The CWC’s principal purpose is to engage in a collaborative process to provide for the long-term protection of the Central Wasatch Mountain’s water, lands, environment, recreational opportunities, economic prosperity, and a transportation system that serves those values, all as described in the Mountain Accord document dated 13 July 2015 which identifies a suite of actions recommended to be implemented, in coordination with and subject to local jurisdictional authority, to ensure that future generations can enjoy the activities provided by the Central Wasatch Mountains while preserving the watershed and natural environments.

C. Grantor is located (or otherwise is authorized to operate) within the jurisdictional boundaries of the CWC, is one of the members of the CWC (or otherwise is represented on the CWC’s governing body), and desires to advance the CWC’s purposes for the public good.

D. UTAH CODE ANN. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

E. Grantor and the CWC are “public agencies” as contemplated in the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101, *et seq.* (the “*Interlocal Act*”).

F. Pursuant to UTAH CODE ANN. §11-13-215, “[a] county, city, town, or other political subdivision may, at the discretion of the local governing body, share its tax and other revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency”

G. The parties desire to enter into an “interlocal agreement” whereunder Grantor will provide funding to the CWC as specified herein so that the CWC’s work may continue as directed by the CWC’s governing body (the “*CWC Board*”) in compliance with the CWC ILA and other applicable law.

H. The Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and in compliance with and

pursuant to the terms hereof and the provisions of the Interlocal Act, the Parties hereby agree as follows:

Section 1. **CWC's Duties.** The CWC shall continue engaging in its authorized purposes for the benefit of Grantor, the CWC's other members, and the public good, as determined by the CWC Board in compliance with the CWC ILA and other applicable law.

Section 2. **Grantor's Duties.** During its 2019-2020 fiscal year, Grantor shall convey and pay over to the CWC at least \$_____ in funds for unrestricted use in the CWC's general operations.

Section 3. **Term.** The term of this Agreement shall commence on its effective date specified above and shall continue until 30 June 2020. This Agreement may be renewed for subsequent one-year periods at the mutual option of the parties under the same terms and conditions unless modified by written amendment. Pursuant to the Interlocal Act, in no event shall this Agreement be in effect for more than 50 years.

Section 4. **Non-Funding.** The parties acknowledge that funds are not presently available for performance of this Agreement by Grantor beyond the end of Grantor's current fiscal year. Grantor's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payments due under this Agreement. If funds are not available beyond the last day of Grantor's current fiscal year, then Grantor's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on Grantor as to any succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the CWC as to this Agreement or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by Grantor under this Agreement, then Grantor shall promptly notify the CWC of said non-funding and the termination of this Agreement within 30 days after such non-funding event.

Section 5. **Immunity Act.** Both parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §63G-7-101, *et seq.* (the "*Immunity Act*"). Therefore, consistent with the terms of the Immunity Act, the Parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act or any other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

Section 6. **Additional Interlocal Act Provisions.**

(a) **No Separate Entity.** This Agreement does not create a separate legal/interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. §11-13-207, the parties agree

that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of Grantor's mayor (or other chief executive officer) or designee and the CWC's executive director or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Approval. This Agreement shall be approved by each party's legislative body pursuant to UTAH CODE ANN. §11-13-202.5.

(e) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the parties in accordance with UTAH CODE ANN. §11-13-202.5.

(e) Counterparts. Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each party pursuant to UTAH CODE ANN. §11-13-209.

Section 7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the party at its address specified above or to any replacement address provided by prior written notice to the sender.

Section 8. Claims and Disputes. Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the parties shall continue to perform its obligations hereunder during the pendency of such dispute.

Section 9. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

Section 10. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

Section 11. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 12. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement. No statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid. This Agreement may not be enlarged, modified, or

altered except in writing, and signed by the parties.

Section 13. **Time**. Time is the essence of this Agreement.

Section 14. **Survival**. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 15. **Waiver**. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 16. **Rights and Remedies**. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

Section 17. **Severability**. If any term or provision of the Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 18. **Litigation Expenses**. If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

Section 19. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 20. **No Agency**. No agent, employee, or servant of either party is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by a party to its employees (such as workers' compensation insurance, health insurance and unemployment insurance) are available to the employees, agents, or servants of the other party. Each party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Each party shall be solely responsible for providing workers' compensation benefits for its own personnel who provide assistance under this Agreement.

DATED effective the date first-above written.

GRANTOR:

ATTEST:

Jeff Silvestrini, Mayor

By: _____
Elyse Greiner, City Recorder

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
John Brems, City Attorney

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Christopher F. Robinson, Secretary

Chris McCandless, Board Chair

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
Wm. Shane Topham, CWC Attorney
I.

MILLCREEK, UTAH
RESOLUTION NO. 19-26

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY TO CONDUCT A
CULTURAL FACILITIES MASTER PLAN STUDY FOR MILLCREEK**

WHEREAS, the Millcreek Council ("*Council*") met in regular session on July 22, 2019, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County to conduct a Cultural Facilities Master Plan Study; and

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

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

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Interlocal Cooperative Agreement with Salt Lake County to conduct a Cultural Facilities Master Plan Study for Millcreek; 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 the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 19-26, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 22nd day of July, 2019.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

MILLCREEK

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

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.15.010.

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

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

D. The City has requested TRCC Funds from the County —through the County’s Cultural Facilities Support Program - to conduct a cultural facilities master plan study for the City, as described in the City’s Cultural Facilities Support Program (“CFSP”) Application attached hereto as **EXHIBIT A** (the “Project”). The County Council appropriated TRCC Funds for this purpose in the 2019 Salt Lake County Budget.

E. Working with City, County issued a Request for Proposals (“RFP”) to update the County’s 2008 Cultural Facilities Master Plan, complete a cultural facilities master plan study for City, and complete a study of Public Art programs throughout the County.

F. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally,

Section 11-13-215 of the Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

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

A G R E E M E N T:

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

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. The County agrees to contribute up to twenty-five thousand dollars (\$25,000.00) in 2019 to the City from its TRCC Funds— all on the terms and subject to the conditions of this Agreement. Such contribution will be paid directly to the contractor selected to complete City's cultural facilities master plan study under the RFP.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

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

B. Match Requirement. The City's CFSP Application attached hereto as **EXHIBIT A** indicates that the City will make a matching contribution of twenty-five thousand dollars (\$25,000.00) for the cost of the cultural facilities master plan study. These matching funds shall be paid directly to County. If the City fails to make the matching contribution prior to September 1, 2019, the County may require repayment of the TRCC Funds awarded to the City under this Agreement for noncompliance with this provision.

C. Public Funds and Public Monies:

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

in the City's possession.

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

(iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

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

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

F. Representations.

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

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon the City's full expenditure of the TRCC Funds received under this Agreement and upon the City's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2C, 2D, 2E, and 2F above and Paragraph 3E below shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

(vi) No separate legal entity is created by the terms of this Agreement and no

facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

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

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

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

F. Governmental Immunity, Liability, and Indemnification.

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

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

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

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

I. Termination.

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

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

(b) The City no longer plans to use the TRCC Funds for the purposes and in the manner specified in this Agreement.

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

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

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

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

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

(c) Terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by

each Party on the signature pages attached hereto.

[Signature page follows]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Holly Yocom
Department Director

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By *Dianne R. Orcutt*
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

MILLCREEK

By _____

Name: _____

Title: _____

Dated: _____, 2019

Attest:

_____, City Recorder
Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2019

EXHIBIT A
City's Cultural Facilities Support Program Application

Salt Lake County
CFSP
Community Services CFSP
Cultural Facilities Support Program (CFSP) 2018
11/26/2018 deadline

Millcreek Millcreek Arts Discovery Project

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

USD\$ 25,000.00 Requested

Submitted: 4/19/2018 8:34:49 PM (Pacific)

Project Contact

Rita Lund
rlund@millcreek.us
Tel: 801-550-5474

Additional Contacts

none entered

Millcreek

3330 South 1300 East
Millcreek, UT 84106

Mayor

Jeff Silvestrini
jsilvestrini@millcreek.us

Telephone 801-214-2707

Fax

Web www.millcreek.us

Application Questions [top](#)

All Applicants

1. Organization Overview: History, programs & services offered, audiences served.

Millcreek was officially incorporated in December 2016 and is Utah's newest city. Even though Millcreek was just recently incorporated, the first white settlers of the Millcreek area arrived in 1848. As postwar suburban growth spilled south over the Salt Lake City limits, however the Millcreek area was not annexed by Salt Lake City and remained unincorporated. By the 1980s, most of the area now in Millcreek was built out and known by various names, including East Millcreek, Canyon Rim and Mount Olympus. In the 2000 census, the area was divided among four Census Designated Places (CDPs), the westernmost of which was designated Millcreek CDP. Canyon Rim CDP, East Mill Creek CDP, and Mount Olympus CDP.

Salt Lake County created Millcreek Township in 2002 as an administrative sub-entity that included the populated CDPs as well as undeveloped Mill Creek Canyon in the Uinta-Wasatch-Cache National Forest immediately to the east. The township was created to give residents of the area more local control over planning and prevent annexations by neighboring cities.

As other communities' south of Salt Lake City were incorporated in the 1990s and 2000s, Millcreek remained as the most populous unincorporated area of Salt Lake County. Residents considered a number of options for their future, including incorporation, which would make it the county's fifth-largest city. Millcreek residents voted for incorporation on November 3, 2015. In the 2016 election, residents voted for a mayor and city council members in advance of incorporation, which was recorded at 9:30 a.m. on December 28, 2016.

Predominantly residential, Millcreek's geography and economic base is as diverse as its residents. Located in the heart of Salt Lake County and suburban in character, Millcreek is nestled between Salt Lake City and South Salt Lake on the north and Murray and Holladay on the south. The City's boundaries encompass 13.7 square miles and spans from the lower valley bottom along the Jordan River to the east bench of the Wasatch Mountains, including the mouth of Mill Creek Canyon. Mill Creek Canyon is one of Salt Lake County's most popular recreation areas as it offers supreme opportunities for families and individuals to hike, bike, ski, fish/hunt, camp and picnic. Millcreek's west-side boundary crosses the Interstate 15 corridor and stops just past the Jordan River Parkway.

According to the census 2010 population estimates, there are currently 62,139 people which has increased 104.6% since 2000. The population density is 4,551.6 people per square mile (1,800/km²). While Millcreek is already largely built out,

growth pressures within Salt Lake County are expected to be intense in the coming years requiring cities to accept additional residents (<https://www.census.gov/quickfacts/fact/table/millcreekcdputah,UT/PST045217>).

The racial makeup of Millcreek's population is 87.2% White, 1.7% African American, 0.8% Native American, 3.6% Asian, 0.6% Pacific Islander, 3.2% some other race, and 2.9% from two or more races. Hispanic or Latino of any race is 8.4% of the population (<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>).

Age is spread out with 25.4% under the age of 19, 16.7% from 20 to 29, 25.5% from 30 to 49, 16.9% from 50 to 64, and 15.7% who were 65 years of age or older. The median age is 35.3 years. 48.1% are males and 51.9% are females (<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>).

There are 24,633 households out of which 27.5% had children under the age of 18 living with them, 47.5% are married couples living together, 10.9% have a female householder with no husband present, and 37.2% are non-families. 28.7% of all households are made up of individuals and 27.7% have someone living alone who was 65 years of age or older. The average household size is 2.49 and the average family size is 3.10.

According to the 2012-2016 American Community Survey 5-Year Estimates, the median income for a household in 2016 was \$59,291, and the median income for a family in 2016 was \$75,771. The per capita income is \$33,981. 11% of all people, and 8% of families were below the poverty line, including 12.4% of those with children related to householder under age 18 and 8.6% of those age 65 or over (<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>).

According to the 2012 Survey of Business Owners, there are 6,991 businesses in Millcreek. Of that, 42 are identified as being from the arts, entertainment and recreation sector, employing 2,136 people. The top two largest business sectors in Millcreek are Healthcare and Social Assistance, and Retail and Wholesale

(https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml).

Millcreek City programs and services are administered by Mayor Jeff Silvestrini and four City Council members. The City Manager is John Geilmann and there are eight city departments: Public Safety, City Recorder, City Services (Buildings and Code), Communications and Programs, Finance, Planning Services, Economic Development and Engineering. Millcreek's projected operating budget for FY18 is \$16,520,727.

Given the recent timing of the birth of this new city, Millcreek is fortunate to be able to leverage modern technology and best practices in developing its General Plan, called "Millcreek Together". Community residents, elected officials and other stakeholders have been working collaboratively over the past year to develop a common agenda and shared values for the Millcreek General Plan through a process named "Millcreek Together". As a newly formed City, the process has a strong and forward looking vision. Millcreek's community aspires to reinforce and evolve its strong identity as the Salt Lake Valleys most livable City.

The first step in the Millcreek Together process was to develop vision topics and corresponding vision statements that reflect the community's shared vision for the future. Based on public input and working with the Envision Committee, the vision is based on following seven targeted themes: Unique Neighborhoods, Thriving Economy, Vibrant Gathering Places, Thriving through Health and Sustainability, Outdoor Lifestyle and Enriched Culture.

It is in the spirit of this last vision statement "Enriched Culture: Millcreek promotes the arts, culture, and education as essential parts of an engaged community and life-long learning" that ignites Millcreek's conceptualization of the proposed "Millcreek Arts Discovery Project" and desire to establish a partnership with Salt Lake County Community Services, Cultural Facilities Grant Program.

Fortunately, Millcreek's Guiding Principles for the "Enriched Culture" vision supports the expressed and determined needs outlined in Salt Lake County's Cultural Facilities Master Plan for the East Planning Area.

"Enriched Culture" GUIDING PRINCIPLES:

1. [Innovative] Support knowledge and information sharing, creativity and skills development by fostering a culture of enterprise, lifelong learning, and achievement.
2. [Culturally Rich] Foster the development of and participation in cultural activities, events and performances, by and for our diverse resident, worker and visitor communities.
3. [Community Events] Continue to host communitywide events while also incorporating new year-round events that are well distributed throughout the city.
4. [Art Displays] Increase the number of local festivals and concerts that allow for artists to sell and display their works of art for all to see and appreciate

According to the Salt Lake County Cultural Facilities Master Plan, organizations operating in the East Planning Area identified the following expressed and determined needs:

- Performance venues and rehearsal facilities with technical capabilities and 800 seats
- Rehearsal rooms of adequate size
- Exhibit space

Compared to the four other Planning Areas throughout Salt Lake County, the East Planning Area is arguably the one with the greatest need for support from the Salt Lake County Community Services, as the East area has the least amount of Cultural Facilities, and available use-days are also very limited.

Millcreek is highly motivated to meet the community's arts and cultural needs. Right now, all that Millcreek has to offer for shared arts and cultural space are large high school auditoriums. The proposed project supports the Master Plan because it cites (on page 47) that all project recommendations require additional planning, such as: feasibility studies, site study, architectural planning, and funding strategy to be considered for County support. This, coupled with the fact that the needs and desires of Millcreek's local arts and culture groups are unknown and undocumented at this point, stimulates the decision to submit this grant request.

Audiences served in Millcreek include the general public (all ages, all demographics), students (school age, university, and educators), institutional residents (those in assisted living situations, incarcerated, homeless, other), local community (within Millcreek), avant-garde/underground, older adults, and populations whose access to art or culture has been historically limited (e.g. by geography, income status, ethnicity, etc.).

Millcreek is served by the second largest school district in the state of Utah, the Granite School District which has over 67,000 students on both the west and east side of the Salt Lake valley. Two Millcreek based schools will be rebuilt in the coming year (Skyline High School and Evergreen Jr. High) and if a need is shown to exist in either of these areas, Millcreek is interested in collaborating with the school district to potentially provide spaces for local arts groups in the building plans.

Millcreek is home to a vibrant arts and culture community which includes groups like Venture Out, Millcreek Arts Council, and the July Millcreek Arts Festival, and the Millcreek Community Theatre.

Hosted throughout various locations across Millcreek, Venture Out! provides enriching art, cultural, and recreational offerings every Friday night from 6pm to twilight for 10-12 weeks throughout the summer months (June-August). Each Friday night has a different theme which is tailored to each community's cultural background and areas of interest. Venture Out! serves approximately 20,000 Salt Lake County residents each year.

The Millcreek Arts Council is a nonprofit organization devoted to a mission of increasing the awareness & appreciation of the arts in Millcreek, Utah. Activities include promoting, presenting, sponsoring and encouraging art events, productions & educational activities in our community and neighborhoods. Millcreek Arts Council hosts the July Millcreek Arts Festival each summer as well.

Millcreek Community Theatre is a family friendly theatrical company dedicated to nourishing the love of theater and expression for kids and adults.

2. Project Description.

To enable and enhance the development of Millcreek's local arts communities, a discovery process needs to occur. This discovery process will reflect and address the current and future needs while also identifying the resources that Millcreek requires to enhance the ability of arts and cultural organizations to improve, expand and/or sustain programming.

Done right, this discovery process will become the first step in mapping a critical path forward, highlighting milestones, and possibly leading to the eventual building concept of multiple small to medium sized cultural facilities. The proposed project will help ensure the vibrancy of the arts and culture in Millcreek by implementing an inclusive and fair process for planning, locating, and developing Millcreek-supported cultural facilities. Questions that this project will help answer are:

- What arts and cultural groups or programs exist, and where are they located?
- What are the needs and desires of local and regional arts and culture groups?
- What types of cultural facilities currently exist, and where exactly are they located?
- What new programs or resources does the community want and need?

The answers to these questions will empower Millcreek elected officials to make informed decisions about how best to develop the city's cultural and artistic resources.

Millcreek seeks \$25,000 in project consulting funding for the Millcreek Arts Discovery Project. The 50% matching requirement will be met through the Millcreek general fund for a total project budget of \$50,000.

The purpose of this project is to perform a feasibility study that maps the arts and culture landscape, creates a workable art and cultural facility concept(s) and identifies broad feasibility parameters so that the City can effectively respond to any future development opportunities. It should be noted that there are no current specific plans, sites, or buildings identified for a community arts and cultural facility in Millcreek and this project will not analyze a specific opportunity.

The City goals for this study are to:

- (a) Better understand the existing arts and cultural landscape of the city;
- (b) Determine what type of arts and cultural center(s) are most needed in the community; and
- (c) Provide a roadmap for future planning for development of support programs or arts and cultural facilities in the city.

Having a documented inventory of existing arts and culture resources within Millcreek's boundaries will empower City officials to make informed decisions on how best to develop and sustain cultural facilities to meet the current and future needs of Millcreek, and Salt Lake County's, arts and cultural organizations and its residents and visitors.

Millcreek is undertaking the exciting process of creating its first General Plan. Informed by the collective vision of the community, the plan will set out goals, policies, and strategies for addressing a wide range of issues relating to the growth of the city, land use and urban design, housing, economic development, commercial development, public improvements, transportation, human services, culture and education, environmental quality, and parks, and open spaces. The General Plan is meant to serve as a guide to citizens, property owners, developers, and decision makers regarding choices and decisions about the future development of Millcreek. The proposed Millcreek Arts Discovery Project will become an addendum to the general plan and be an essential tool in supporting this general planning process, especially as it pertains to realizing the Enriched Culture vision.

An RFQ will be publicly published to retain the project consultant. Criteria used in selecting the project consultant includes:

- Qualifications of individual/team to perform the work
- Track record and references
- Price
- Demonstrated experience
- Understanding of the City and its characteristics, values, vision and needs

Staffing/Administration: City staff, specifically the Director of Communications and Programs and Finance Director will be responsible for providing project oversight and administration. Both of these individuals have extensive experience with implementing and managing grant funds.

Evaluation: Millcreek will know that this project was successful if:

- The scope of work is completed according to the projected timeframe allotted and within the budget amount;
- The purpose and deliverables are met; and,
- Survey responses collected demonstrate that the project participants felt that the project was executed according to plan; and, at least 80% of the survey respondents will report that they felt the project was a fair and equitable and balances the diverse needs of Millcreek.

This study will enable Millcreek to understand how best to understand and embrace our arts and cultural programming and facilities. Millcreek is investing half of the needed funds into this project (\$25,000) but without County support, this project would have to be delayed until full funding can be obtained.

3. How does the project fit within the Cultural Facilities Visions & Principles? (see Guidelines & Policies)

Cultural Facilities Support Program Principle: "To enable and enhance the development of local arts communities".

As Millcreek continues to experience substantial growth, it is important that arts and culture, and the facilities to house such events, remain an important factor in community planning. The proposed project fits within the Cultural Facilities Vision and Principles because without a clear, well-documented understanding of existing arts and culture programs and facilities, and the needs and desires of our community, Millcreek cannot chart a path forward in this realm. As a new city, it is imperative that Millcreek understands and is empowered to sustain a strong tradition and support of arts and culture, as participation in this arena is embedded in the lives of Millcreek's residents. The feasibility process proposed as the Millcreek Arts Discovery Project is the very first step that any community must take. Also, since the vision of the Cultural Facilities Program talks about a broad array of cultural facilities distributed throughout the County, it is clear that Millcreek is in the heart of the East side where very few, if any, cultural facilities projects exist. Supporting Utah's newest city, Millcreek, at this critical time of growth will be an important step toward providing Millcreek residents with the opportunities they desire and need.

Cultural Facilities Support Program Principle: "To value professional arts organizations, community arts organizations, and community participation".

The Millcreek Arts Discovery Project fits with this Cultural Facilities Principle because it demonstrates that Millcreek values professional arts organizations and community participation and wants to learn how best to support, enable and enhance the development of local artists, arts groups and their programming and facilities. This project will reflect on and address the current and future needs of arts and culture groups in Millcreek. It will give individual artists, patrons, and established arts groups a vehicle for lending their voice to the dialogue. This project will also produce a deliverable that documents the City's readiness and the feasibility of potentially creating cultural facilities that meets the community's need. Even though the Mid-Valley Regional Cultural Center is in the process of being constructed in Taylorsville and the Salt Lake City downtown cultural core are available to Millcreek residents, these facilities only provide a certain type of space, that may or may not be conducive to Millcreek's local arts and culture groups, and patrons.

Cultural Facilities Support Program Principle: "To implement an inclusive and fair process for planning, locating, funding and developing County-supported cultural facilities".

Millcreek is committed to creating a vibrant arts community and aims to implement an inclusive and fair process for planning, locating, funding and developing County-supported cultural facilities. Millcreek very much views cultural facilities as a tool for sustainable cultural and economic development of the City and County and understands that this project will be a starting point for this goal.

Cultural Facilities Support Program Principle: "To encourage projects that foster collaboration, regional partnerships and

shared funding."

This project supports the principle of encouraging projects that foster collaboration, regional partnerships and shared funding because it leverages the City/County dollars for a common goal, and is inclusive of the residents' opinions, needs and desires. We also understand that a partnership with Salt Lake County, allowing Millcreek to draw on that expertise will be invaluable to creating a sustainable arts and cultural structure.

4. Evidence of local support and community need justifying the project.

Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.

Millcreek has already committed the required 50% match (\$25,000) for this project as indicated by the attached letter of support signed by the Mayor. This project is also in response to the community's continued and consistent requests for a more coordinated and informed approach to supporting arts and culture in Millcreek. City officials receive many requests from constituents for venues for their art exhibits, small theatre space, rehearsal and practice space and other cultural facilities.

Local support is also demonstrated by the five support letters signed by Mayor Jeff Silvestrini, Senator Jani Iwamoto, Millcreek Arts Council, Millcreek Community Theater and Utah Venture Out. Please see attached.

Millcreek continues to receive requests from residents to improve our levels of support to these groups and having a thorough and documented inventory is a critical step. Yet funding options for feasibility studies in local communities like Millcreek are few and far between compared to funding for brick and mortar projects. A partnership with the Salt Lake County Community Services, Cultural Facilities Grants Program, is an essential component to helping Millcreek develop and sustain a thriving arts community.

5. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The Millcreek Arts Discovery Project is specifically designed to address the need to document existing arts and culture resources along with the community's needs and desires. This project is a critical first step in charting a path forward and is appropriately sized to the capacity of budget and the City's need for detailed information on this subject. Since this is not a capital project, attendance data is not available although the project results will be utilized to provide future arts and cultural support to the entire city population.

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

The proposed Millcreek Arts Discovery Project is integral to Millcreek's mission and will empower Millcreek with the information and knowledge it needs for arts and culture to be addressed in the city Mission and Vision Statements outlined below.

Mission Statement: Millcreek provides superior and responsive municipal governance and services in a fiscally conservative and responsible manner that sustains and improves the quality of life for residents and stakeholders of the City.

Vision Statement: Millcreek 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.

Also, as it was explained in detail in question #1, Millcreek has been engaging the community in an envision process that led to the development of a vision statement centering around an Enriched Culture. This project is the first step that the City must take in order to realize this vision and will become an addendum to the Millcreek General Plan.

7. Describe how your current project funding has been secured.

\$25,000 has been secured from Millcreek's general fund, as indicated in the letter of support signed by the Mayor. The City Council members and city staff are all very aware of the need for, and intent of this project, and are in full support.

8. Document your ability to raise the required project funds.

Millcreek is in the process of establishing its FY19 budget and funding for this project is allocated from the general fund which derives from taxpayer dollars.

9. Analysis of the financial impact this project will have on your organization's future finances.

The Millcreek Arts Discovery Document will outline gaps, needs, and the resources that are required to get the community where it wants to go. Implementing this project as a first step promotes efficacy as the resources will be formally assessed and documented, instead of implementing an uncoordinated, disjointed approach to filling in the blanks.

10. Please specify type of funding you are requesting

- ☒ Consulting
- ☐ Capital

Consulting Applicants

11. Type of consulting services

Feasibility Study/Discovery document

12. Goals and objectives of consulting services

The goals of the consulting services are to perform a feasibility study that maps the arts and culture landscape and identifies broad feasibility parameters in order to allow the City to effectively respond to future development opportunities. The purpose of this feasibility study is to better understand what types of arts and cultural needs exist in Millcreek and provide a roadmap for future planning.

The objectives of the consulting services are to:

1. Meet with City staff, and representatives of Venture Out, Millcreek Arts Council and Millcreek Community Theatre, Envision Millcreek Committee, Granite School District, and other identified stakeholders to identify project goals and parameters, strengths, needs and challenges;
2. Conduct a community input process consisting of workshops, focused group interviews, and site visits to arts organizations and facilities in Millcreek; ensure a fair and equitable process that balances the various needs of the City's diverse population, and analyze transportation/travel times and needs as many of the City's residents rely on public transportation;
3. Based on the community input, the consultant team will conduct an in-depth analysis and make specific recommendations for the cultural development planning for Millcreek;
4. Evaluate the findings and recommendations of the Salt Lake County Cultural Facilities Master Plan and other existing documents relevant to planning and determine if Millcreek has the capacity to support the creation of one or more 250-350 seat flexible theaters including rehearsal rooms, exhibit space, with sharable production and office spaces;
5. Provide written information in a Final Report document that assists the City with determining next steps in providing a fair and inclusive process for planning, locating, funding and developing future Millcreek cultural facilities

13. Scope of Work, expected deliverable and timeline

The Millcreek Discovery Arts Project is anticipated to take approximately 6 months to complete. The scope of work and timeline is as follows:

- Upon award notification, send a thank-you to the County elected officials and relevant personnel and communicate with Millcreek city officials and staff; Month 1
- Sign all grant contract documents; Month 1
- Develop and publish RFQ for the consultant; Month 1
- As part of the first phases of the project in order to reduce consultant costs, city staff will be assigned to compile relevant existing plans and documents as well to utilize business license information to produce a list of arts and cultural organizations currently existing in the city for use by the consultant
- Select consultant based on criteria and meet with him/her to provide a thorough understanding of the project's intent, expectations, roles and deliverables;
- Execute contract with project consultant; Month 1
- Introduce project consultant so that he/she can execute the following objectives effectively; Month 1
- Meet with City staff, and representatives of Venture Out, Millcreek Arts Council and Millcreek Community Theatre, Envision Millcreek Committee, Granite School District, and other identified stakeholders to identify project goals and parameters, strengths, needs and challenges; Month 1-2
- Conduct a community input process consisting of workshops, focused group interviews, online surveys and site visits to arts organizations and facilities in Millcreek; ensure a fair and equitable process that balances the various needs of the City's diverse population, and analyze transportation/travel times and needs as many of the City's residents rely on public transportation; Month 2-3
- Evaluate the findings and recommendations of the Salt Lake County Cultural Facilities Master Plan and other relevant plans and documents and determine if Millcreek has the capacity to support the creation of one or more 250-350 seat flexible theaters including rehearsal rooms, exhibit space, and shareable production and office spaces; Month 3-4
- Review and document Millcreek's demographic, psychographic and economic profile; create an existing conditions summary and review relevant trends in community development, the arts, creative placemaking and more; Month 5-6
- Provide information in a comprehensive Final Report document that assists the City with determining next steps in providing a fair and inclusive process for planning and developing future Millcreek cultural facilities; Month 6
- Submit all required grantee reports as needed; Month 6

Deliverables: Create a Millcreek Arts Discovery Project Final Report document that outlines all the project findings and recommendations and provides current and future city officials the ability to make data driven decisions related to the support and creation of facilities to meet the needs of the arts and cultural community in Millcreek.

14. Payment schedule for the work and expenses.

Upload a detailed project budget document (documents tab) by a qualified professional.

Detailed Project Budget by Qualified Professional

Capital Applicants

15. What is the site location of your project.

N/A

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

Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).

N/A

17. What is the overall project timeline?

N/A

18. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five year expense forecast and a long term maintenance budget plan.

N/A

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

N/A

20. Architectural information including site plan, space program and schematic design (optional).

Please upload above mentioned architectural documents (document tab).

N/A

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

Please upload above mentioned construction information documents (document tab).

N/A

Budget Details [top](#)

Project Budget

Project Budget	Capital Request	Consulting Request	Detail
Total Project Budget		50000	
Funding Currently in Place		25000	Allocated through Millcreek's General Fund
County Funding Requested		25000	

Project Financial Information Detail

Financial Detail	Capital	Consulting	Detail
Cash On-hand			
Pledges - Unrestricted		25000	Millcreek's General Fund
Pledges - Restricted			
Pledges - Pending or Projected			
In-Kind Donations			
General Obligation Debt			
Bond Issue			
Capital Reserve			

Documents [top](#)

Documents Requested *

Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.

For Consulting projects upload a detailed consultant

Required? **Attached Documents ***



[Letters of Support](#)

[Detailed Project Budget by Qualified Professional](#)

project budget document by a qualified professional.

[Detailed Project Budget by Qualified Professional](#)

For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.

For capital projects upload above architectural documents; site plan, space program, schematic design (optional).

For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.

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



[17-18 City Budget](#)

Administrative Documents *

[PRT & BOARD Scoresheet MILLCREEK](#)

[2018 CFSP Board Meeting Report 06 13 18](#)

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 109644

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MILLCREEK, UTAH
RESOLUTION NO. 19-27

**A RESOLUTION OF THE MILLCREEK COUNCIL
AUTHORIZING THE USE OF BOND FUNDS TO ACQUIRE REAL PROPERTY,
AUTHORIZING THE MAYOR TO APPROVE AND CONSUMMATE REAL
PROPERTY ACQUISITIONS, AND AUTHORIZING THE MAYOR TO ISSUE
LETTERS THAT PROPERTY WAS ACQUIRED UNDER THREAT OF
CONDEMNATION**

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on July 22, 2019 to consider, among other things, authorizing the use of bond funds to acquire real property, authorizing the Mayor to approve and consummate real property acquisitions, and authorizing the Mayor to issue letters that property was acquired under threat of condemnation; and

WHEREAS, in or about July 2019 the City issued bonds, the proceeds of which were intended to finance the acquisition of real property and construction of a public space at the heart of the City Center to be known as "Mill Park;" and

WHEREAS, Mill Park will be located in an area approximately 200 feet wide and 1,100 feet long along a fault line that runs directly through the City's center; and

WHEREAS, Mill Park is intended to provide a geologic buffer for neighboring development, critical public open space, and a catalyst for economic development; and

WHEREAS, there are approximately thirty-five property owners involved in the Mill Park acquisition; and

WHEREAS, the Council finds it in the best interest of the residents of Millcreek to authorize the use of the bond funds to acquire real property for Mill Park, authorize the Mayor to approve and consummate real property acquisitions with respect to Mill Park, and authorize the Mayor to issue letters that property acquired with respect to Mill Park was acquired under threat of condemnation.

NOW, THEREFORE, BE IT RESOLVED by the Council that the City is hereby authorized to use bond funds to acquire real property for Mill Park, that the Mayor is authorized to approve and consummate real property acquisitions with respect to Mill Park and the Mayor is authorized to issue letters that property acquired with respect to Mill Park was acquired under threat of condemnation.

This Resolution, assigned no. 19-27, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 22nd day of July, 2019.

MILLCREEK COUNCIL

Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No



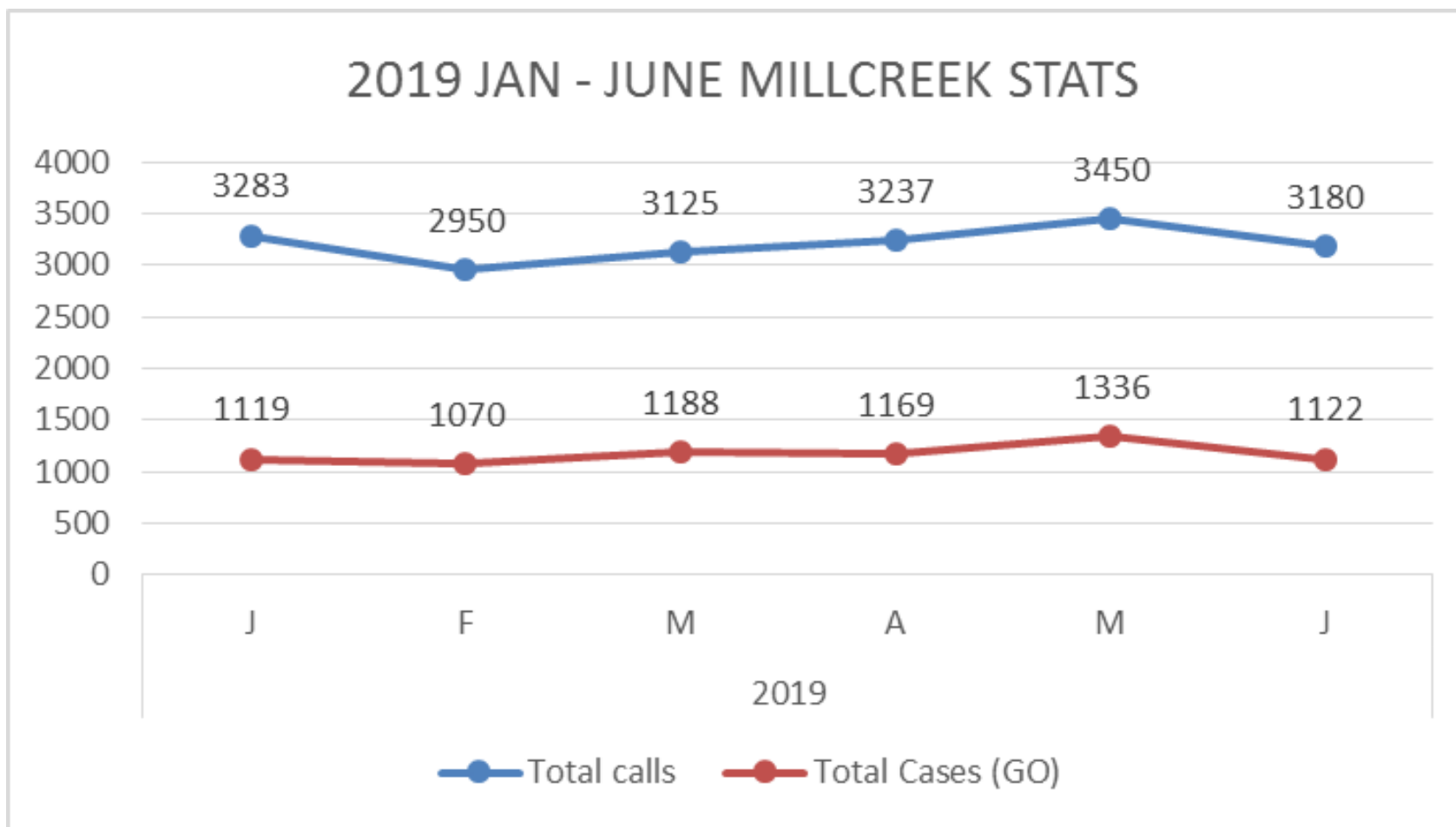
Unified Police Department Millcreek Precinct



June 2019
UPD Report

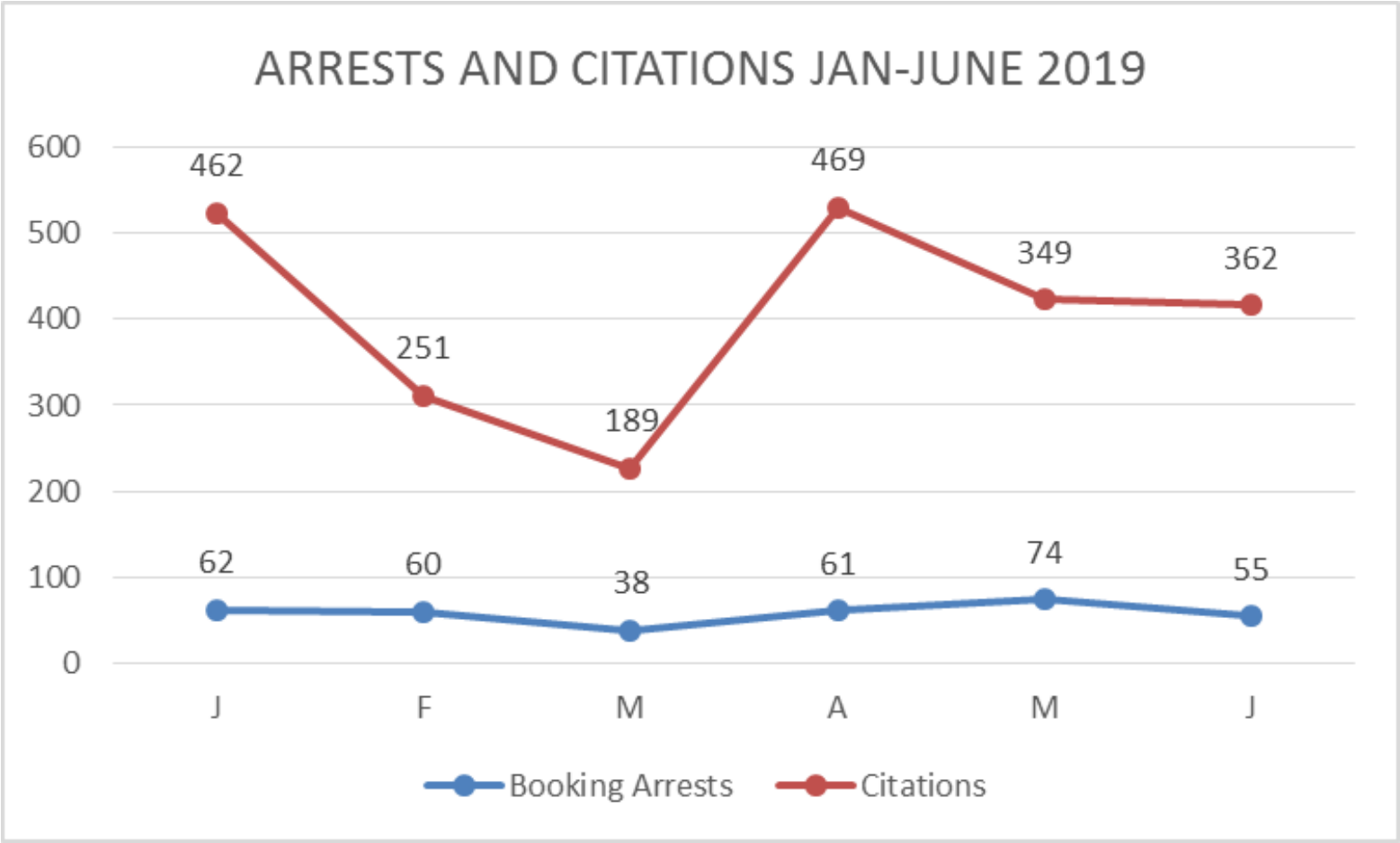


2019 (JAN – JUNE) CALLS FOR SERVICE TRENDS





ARRESTS AND CITATIONS (JAN –JUNE Trends)





2019 JAN – JUNE (TRENDS) CRIME REVIEW

		Jan	Feb	March	April	May	June	Average	Incr/Decr
ASSAULT		19	27	51	36	41	28	33.66667	20%
BURGLARY		17	22	29	27	30	19	24	26%
FAMILY OFFENSE		69	81	89	77	82	67	77.5	18%
HOMICIDE		0	1	0	0	0	0	0.166667	N/A
KIDNAP		3	0	2	3	0	0	1.333333	N/A
LARCENY		131	116	117	138	144	116	127	9%
ROBBERY		5	4	2	1	4	4	3.333333	-17%
SEXUAL OFFENSE		7	2	4	12	4	5	5.666667	13%
STOLEN VEHICLE		32	36	39	21	34	29	31.83333	10%



COMMUNITY ORIENTED POLICING UNIT



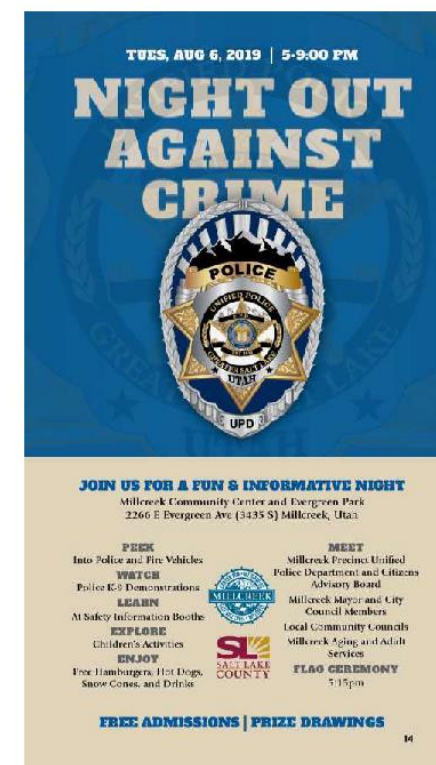
- East Mill Creek Lion's Club 4th of July Celebration
- Venture Out Activities at Millcreek Parks on Fridays, including UPD Rockwall at Sunnyvale Park on July 19th and July 26th.
- Assisted Community Crime Suppression Unit (CCSU) in traffic enforcement.
- Sunnyvale Community Center
- Preparing for Night Out Against Crime



NIGHT OUT AGAINST CRIME



- TUESDAY, AUGUST 6TH
- 5:00pm-9:00 pm
- Evergreen Park, 2266 E. Evergreen Ave.
- Free Hamburgers, Hot Dogs, Snow Cones and Drinks
- UPD K9 Demonstration
- UPD and UFA Vehicles
- Children's Activities





**Minutes of the
Millcreek City Council
July 8, 2019
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a regular public meeting on July 8, 2019 at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106.

PRESENT:

Council Members

Jeff Silvestrini, Mayor
Silvia Catten, District 1
Dwight Marchant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4

City Staff

John Geilmann, City Manager
John Brems, City Attorney
Elyse Greiner, City Recorder
Rita Lund, Communications & Programs Director
Laurie Johnson, HR-Finance Director
Kurt Hansen, City Services Director
Mike Winder, Economic Development Director
John Miller, City Engineer

Attendees: Jerry Nowlin, Tom Coverick, Marv Poulson, Richard Hansen, Phyllis Mayhew, Sydney Mayhew, Jason Burningham, Diane Wenzl, Amber Wilson, Chief Steve DeBry, Chief Duane Woolsey.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:01 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

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

1.2 Public Comment

There were no comments.

2. Financial Matters

2.1 Public Hearing on Consideration of Approving Appropriations to the Community Councils, Events (Utah Venture Outdoors, Inc and Millfreaks), the Rain Barrel Program, and Millcreek Arts Council

Mayor Silvestrini said a study was performed by Bonneville Research with the recommendation that the activities are consistent with the general health and welfare of Millcreek for various reasons. He said the contributions to the community councils are based on population. He then listed the appropriations, which were: \$6,000 to the Canyon Rim Citizens Association, \$5,000 to the East Mill Creek Community Council, \$3,000 to

the Mt. Olympus Community Council, \$15,000 to the Millcreek Community Council, \$125,000 for events (Utah Venture Outdoors, Inc. for the Venture Out! Series, and Millfreaks, the Annual Halloween party), \$5,000 to the Utah Rivers Council for the Rain Barrel Program, and \$6,000 to the Millcreek Arts Council. The rain barrel program provides subsidies for rain barrels to Millcreek residents to capture rainwater and it helps Millcreek qualify for a permit with the EPA for stormwater protection. The Millcreek Arts Council runs various events in Millcreek including an art fair and concert series.

Council Member Jackson moved to open the public hearing. Council Member Uipi seconded. Mayor Silvestrini called for the vote. The motion passed unanimously.

There were no comments.

Council Member Jackson moved to close the public hearing. Council Member Marchant seconded. Mayor Silvestrini called for the vote. The motion passed unanimously.

2.2 Discussion and Consideration of Ordinance 19-34, Approving a Monetary Contribution of \$6,000 to the Canyon Rim Citizens Association, \$5,000 to the East Mill Creek Community Council, \$3,000 to the Mt. Olympus Community Council, \$15,000 to the Millcreek Community Council, \$125,000 for events (Utah Venture Outdoors, Inc. for the Venture Out! Series, and Millfreaks, the Annual Halloween party), \$5,000 to the Utah Rivers Council for the Rain Barrel Program, and \$6,000 to the Millcreek Arts Council

Council Member Uipi said she met with the community councils and the Venture Out folks about city funding. Mayor Silvestrini said the community councils submit budgets to the Council every year justifying what they expended the prior year and making requests for the coming year. He said Venture Out does the same thing. He mentioned that there was an accident this summer in which the Venture Out movie screen was torn. The appropriation to Venture Out is a not-to-exceed amount. Rita Lund said Venture Out collects sponsorships and they have collected about \$40,000 this year.

Council Member Uipi moved to approve Ordinance 19-34. Council Member Jackson seconded. The City Recorder called for the vote. The motion passed unanimously.

2.3 Introduction of Jerry Nowlin, Representative of KeyBanc Capital Markets – Underwriter for the Series 2019 Bonds

Jason Burningham, Lewis Young Robertson and Burningham, said the Council adopted a parameters resolution to issue up to \$20 million for the purpose of the Millcreek center park project which was a catalyst from the General Plan and City Center Plan. He said that he, the Mayor, and the City Manager went to San Francisco to get a bond rating for Millcreek. Millcreek received a AA+ bond rating. He said Millcreek has a lot of history, commercial establishments, and a good governance structure. He offered congratulations to the Council. He said they selected an underwriting firm from a request for proposals based on market data, experience, and proposals. They recommended KeyBanc Capital Market to the Council. He then introduced Jerry Nowlin and Tom Coverick with KeyBanc. Jerry Nowlin congratulated the Council on the bond rating and mentioned his background. Tom Coverick then went over his career experience. He said they were committed to do well on the transaction and to establish a relationship with Millcreek.

Mayor Silvestrini said the underwriter will market the bonds to be sold and purchased. He agreed with Burningham's recommendation in selecting KeyBanc because of their experience with Utah cities. Council Member Uipi appreciated being informed about the selection and said she supported it.

Council Member Marchant asked if the other agencies had the same bond rating for Millcreek. Mayor Silvestrini said they met with bond insurers in case the rating was low. Burningham said the other firm, Fitch Ratings, did not publish a rating. Fitch wanted 20 years-worth of financial history and Millcreek did not have that. Burningham said factors that accounted for the good rating were that Millcreek has great socioeconomics and the way the sales tax is distributed, not all population based or point of sale based. He said that 25-30% of the rating is the agency's opinion of Millcreek's financial management practices. He said having multiple ratings on this size of a bond was not cost effective. Mayor Silvestrini said some other factors in obtaining the rating were that the top ten tax outlets in Millcreek have been in business for over a decade, Millcreek has a diverse economy, the sales tax coverage is almost 6 times more than necessary to service the debt on the bond, Millcreek does not have a franchise tax, Millcreek has a stable property tax valuation, and the Council has been able to build and sustain a fund balance of over 15% in the City's first two years which was a credit to their fiscal discipline. Nowlin said the status of the bond market is favorable and rates are at all-time lows. Burningham said they would accelerate the timeline in anticipation of the Federal Reserve's meeting on July 30-31. He said the bond would be in the market by July 18th and close at the end of the month.

Mayor Silvestrini said the economic development team has been in negotiations for property in Mill Park in the City Center. Plowgians Auto will be relocated to Highland Drive. Mike Winder said they are working with commercial and residential property owners on property negotiations. They recently signed an agreement with Serv-a-Cup Coffee. He said many property owners are looking to close on their property in August.

3. Business Matters

3.1 Discussion and Consideration of Resolution 19-22, Approving an Agreement for Park Services with Salt Lake County

Mayor Silvestrini said this was a renewal of the existing contract for maintenance of the parks in Millcreek. Kurt Hansen said Millcreek has four parks and recommended a parks needs assessment in the future. The contract price is the same as last year, \$388,187. Council Member Jackson asked about tree maintenance in Canyon Rim Park. She said that what killed the trees there could spread to others in the park and she would like it addressed. Mayor Silvestrini said the County lost their arborist and he would like someone with that expertise working in the parks. He also posed the question if the County could provide urban forestry services. Hansen said he would look into it.

Council Member Catten moved to approve Resolution 19-22. Council Member Jackson seconded. The City Recorder called for the vote. The motion passed unanimously.

3.2 Discussion and Consideration of Ordinance 19-35, Regulating, Preventing, and Banning the Discharge of Fireworks or Use of Any Ignition Source Including

Lighters, Matches, Sky Lanterns, and Smoking Materials Within Certain Areas of the City

Chief Duane Woolsey said he discussed with Rita Lund about the designated areas in the city where fireworks would not be allowed. Mayor Silvestrini said the map was the same as last year in restricting fireworks in the existing areas where there is wildfire risk, but the ordinance was being approved to be in accordance with state law. Council Member Jackson recommended clarifying the wording in the ordinance that the restrictions are for certain areas in the City and to adopt it well before July 4th next year. Council Member Marchant said it seemed that people were more respectful of the fireworks laws this year.

Council Member Marchant moved to approve Ordinance 19-35 which regulates the fireworks and other dangerous things that can occur at this season of the year. Council Member Jackson seconded. The City Recorder called for the vote. The motion passed unanimously.

3.3 Discussion and Consideration of Resolution 19-23, Adopting an Updated Version of the Millcreek Employee Policy and Procedure Manual

Laurie Johnson said she revised the existing employee policy handbook to make it more readable, to update various elements, and to clarify legal items. She said the handbook would be printed and every employee would be given a copy. Mayor Silvestrini thanked her for her work on it.

Council Member Uipi moved to approve Item 3.3, Resolution 19-23. Council Member Catten seconded. The City Recorder called for the vote. The motion passed unanimously.

4. Reports**4.1 Mayor's Report**

Mayor Silvestrini thanked the Unified Fire Authority (UFA) and Unified Police Department (UPD) for participating in the July 4th parade. He announced that UPD came to an agreement on their budget. Sheriff Rivera made cuts to the regional services which allowed Midvale to stay with the department. He said they would relook at the budget to identify more cost savings. They authorized an 8.75% increase to officers; 2% COLA, 4% market adjustment, and 2.75% merit. He thanked Council Member Uipi for chairing the last Council meeting. He said he went to the Summer Jam series put on by the Arts Council and it was a great event.

4.2 City Council Member Reports

Council Member Jackson said the Youth Council participated at the Sunnyvale Market.

Council Member Marchant said he toured UTA Frontrunner to BYU campus. From the station, a bus system stops by the universities at no cost to students. He said the Independence Day parade was a success. He mentioned that Bill Johnson paints over graffiti at Scott Avenue Park on his own time and thanked him for that. He also brought up that property tax notices came in the mail that day. He said Millcreek's property taxes have not gone up, they were transferred from SLVLESA last year.

4.3 Staff Reports

Chief Steve DeBry said Unified Police has been patrolling Parleys Historic Nature Park for Salt Lake City and they have not paid for those services; \$35,000 annually. He said some officers have retired early through the offered buy-out, so UPD is refilling positions. Council Member Marchant asked about staffing. Chief DeBry said they are down one officer who is on administrative leave and down one patrol officer. Council Member Jackson thanked him for the 4th of July parade support.

Chief Duane Woolsey said UFA has one battalion chief opening and they interviewed for the position today. He said there were 6 recruits who were taking the EMT class and 5 of them passed. The sixth will retake the test.

John Miller brought up that a six-month term was negotiated for the County Public Works contract. He said the pavement preservation program is healthy and Highland Drive will be able to be repaved this year by county crews from 3900 S. to Murray Holladay Road in partnership with Holladay. Mayor Silvestrini said Millcreek was able to do emergency pavement repairs to 1300 E. around 3900 S. Miller said the current project bid for streetlights on 300 East Gordon to 4200 South came in higher than anticipated. It would be \$84,000 instead of \$64,000. Council Member Jackson asked why the pricing was high. Miller said boring costs were up and it accounted for half the total cost. He said wood poles would be cheaper to install, though they are contrary to city standards. Council Member Marchant said he would like to keep with the standards. Miller said there are other streetlight priorities in the City. The Council supported spending the extra \$20,000 on the project. Miller said Salt Lake City Transportation is installing bike lanes on 2000 East between 2700 South and the city border (about 3000 South). He said it would make sense for Millcreek to mirror the cross-section Salt Lake City does. Flyers will be going out to residents to inform them of the project. The irrigation ditch there will be buried on Salt Lake City's side. Mayor Silvestrini said he was supportive of bikes lanes on 2000 East. Miller said storm drain repair projects cost estimates were coming in high. He recommended going forward with the projects that are emergency situations. He announced that the 3900 South Federal Aid Agreement was signed for \$8.7 million at zero cost to Millcreek. Transportation Choice Funds will be used for the match on the grant. The project is two years ahead of schedule. Miller mentioned that copper wire was stolen from streetlights on 3900 S. The City is launching a new map program on the website for capital improvements projects. The Jupiter Jump fix is in design right now, staff is working on the specs. Council Member Uipi asked to wait to open the bidding on the Jupiter Jump project until the timing was right to keep expenses down.

Rita Lund said she received information from the State Emergency Division about the FEMA floodplain maps. The flood insurance rate maps will become effective July 12th. There will be a 30-day review period with meetings and there will be a public open house. Then there will be a 90-day appeal period. She said it would wrap up at the end of year unless there are appeals. Lund said she sent out notices to businesses in Millcreek about the new insurance rates. Council Member Uipi requested soliciting homeowners about their insurance agents so the City could also notify them.

5. Consent Agenda

5.1 Approval of June 24, 2019 Work Meeting and Regular Meeting Minutes

Council Member Jackson moved to approve the minutes for the work and regular meeting held on June 24, 2019. Council Member Uipi seconded. Mayor Silvestrini called for the vote. The motion passed unanimously.

6. New Items for Subsequent Consideration

7. Calendar of Upcoming Events

- Planning Commission Mtg., 7/17/19, 5:00 p.m. at City Hall
- City Council Mtg., 7/22/19, 5:00 p.m. at City Hall

Mayor Silvestrini said he and Council Member Jackson would be meeting with Salt Lake City on July 12th. Council Member Uipi mentioned a memorandum of understanding (MOU) with Salt Lake County for police services. Mayor Silvestrini said there was an MOU between the County and Salt Lake Valley Law Enforcement Service Area (SLVLESA) to offset costs for patrol in Parleys Historic Park. He said the MOU should be between Millcreek and Salt Lake City. He said the Canyon Rim residents are affected by the impact of the park because they border it, not Salt Lake City residents. Chief DeBry said \$35,000 was the established amount about 5 years ago and the County, SLVLESA, or Millcreek has never received police services funding for Parleys Historic Park from Salt Lake City (the property owner). The Unified Police are taking care of the ripple effects that people cause by using the Salt Lake City parks. Council Member Jackson asked if \$35,000 was still a fair amount. Chief DeBry said it was close to accounting for the part-time work.

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 8:29 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

APPROVED: _____ **Date**

Jeff Silvestrini, Mayor

Attest:

Elyse Greiner, City Recorder