

H.B. 411 Community Renewable Energy Act

Millcreek City Council Work Session

August 26, 2019

What is Renewable Energy?

"Renewable energy resource" means:

(a) electric energy generated by a source that is naturally replenished and includes one or more of the following:

(i) wind;

(ii) solar photovoltaic or thermal solar technology;

(iii) a geothermal resource; or

(iv) a hydroelectric plant; or

(b) use of an energy efficient and sustainable technology the commission has approved for implementation that:

(i) increases efficient energy usage;

(ii) is capable of being used for demand response; or

(iii) facilitates the use and development of renewable generation resources through electrical grid management or energy storage.

Highlighted Provisions of H.B. 411:

- Enacts the Community Renewable Energy Act
- Defines terms and program requirements
- Outlines the role and rulemaking authority of the Utah Public Service Commission in approving a community program
- Establishes and clarifies options for customer participation and nonparticipation in programs
- Provides an initial opt-out period for a participating customer to elect to leave the program without penalty
- Establishes procedures concerning rates, customer billing, and renewable energy resource acquisition
- Makes technical changes

H.B. 411 Step by Step Process

1. City Adopts Resolution
by 12-31-2019 for 100%
Renewable Energy by
2030

2. City Enters Agreement
with RMP

3. Public Service
Commission Adopts
Administrative Rules

7. RMP Notices
Customer/Residents

6. City Adopts Ordinance

5. Commission Approves
Application

4. RMP Files City's
Application with
Commission

8. Customer/Residents
May Elect to Not
Participate

9. Customer/Residents
May Change Their Minds
Later in Process

10. Customer/Residents
Receive Info and Updates
in Bill

11. RMP Annual Rate
Adjustment Filing

1. Adopt a Resolution

The municipality in which the customer resides shall:

Adopt a resolution no later than December 31, 2019, that states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from a renewable energy resource by 2030

2. Enter into an Agreement with Rocky Mountain Power (RMP)

- Enter into an agreement with RMP:
 - with the stipulation of payment by the municipality to RMP for the costs of:
 - (A) third-party expertise contracted for by the division and the office, for assistance with activities associated with initial approval of the program; and
 - (B) providing notice to the municipality's customers determining the obligation for the payment of any termination charges that are not paid by a participating customer and not included in participating customer rates; and, identifying any initially proposed replaced asset

"Replaced asset" means an existing thermal energy resource:

(a) that was built or acquired, in whole or in part, by a qualified utility to serve the qualified utility's customers, including customers within a participating community; (b) that was built or acquired prior to commission approval and the effective date of the community renewable energy program; and, (c) to the extent the asset is no longer used to serve participating customers.

3. Public Service Commission Adopts Administrative Rules

- (1) Establishing the initial opt-out period;
- (2) The terms and conditions of the agreement;
- (3) The content and filing of an application;
- (4) The notice requirements;
- (5) The standards for determining when a termination charge is applicable and the amount and timing of a termination charge;
- (6) The content and filing requirements for the annual filing;
- (7) The solicitation requirements; and
- (8) Any other requirements determined by the commission necessary to protect the public interest and to implement this part.

4. RMP Files City's Application with Commission

After the commission has adopted administrative rules, RMP may file an application.

The application shall include:

- a) The name of the municipality to be served;
- b) A map of the geographic boundary of the municipality;
- c) The number of customers served within that boundary;
- d) Projected rates for participating customers that take into account:
 - (i) the estimated number of customers expected to participate in the program;
 - (ii) the quantifiable costs and benefits to the qualified utility and all of the qualified utility's customers in their capacity as ratepayers of the qualified utility, excluding costs or benefits that do not directly affect the qualified utility, including as applicable:
 - (A) replaced assets; (B) auxiliary services; and (C) new renewable energy resources used to serve the program; and
 - (iii) the ongoing costs at the time of the application;

4. RMP Files City's Application with Commission, continued...

- e) The agreement entered into with the utility;
- f) A proposed plan established by the participating community addressing low-income programs and assistance;
- g) A proposed solicitation process for the acquisition of renewable energy resources; and
- h) Any other information the commission may require by rule.



5. Commission May Approve Application

The commission may approve an application for a community renewable energy program if the commission finds:

- (a) the application meets all of the requirements and administrative rules adopted by the commission to implement this part; and
- (b) the community renewable energy program is in the public interest.

6. City Adopts Ordinance

(c) adopt a local ordinance that:

(i) establishes participation in the renewable energy program;

and

(ii) is consistent with the terms of the agreement entered into with the qualified utility; and

(d) comply with any other terms or conditions required by the commission.

(3) The local ordinance required shall be adopted by the municipality within 90 days after the date of the commission order approving the community renewable energy program.

7. RMP Notices Residents

(a) After commission approval and adoption of the ordinance by the participating community, the utility shall provide notice to each of its customers within the participating community that includes:

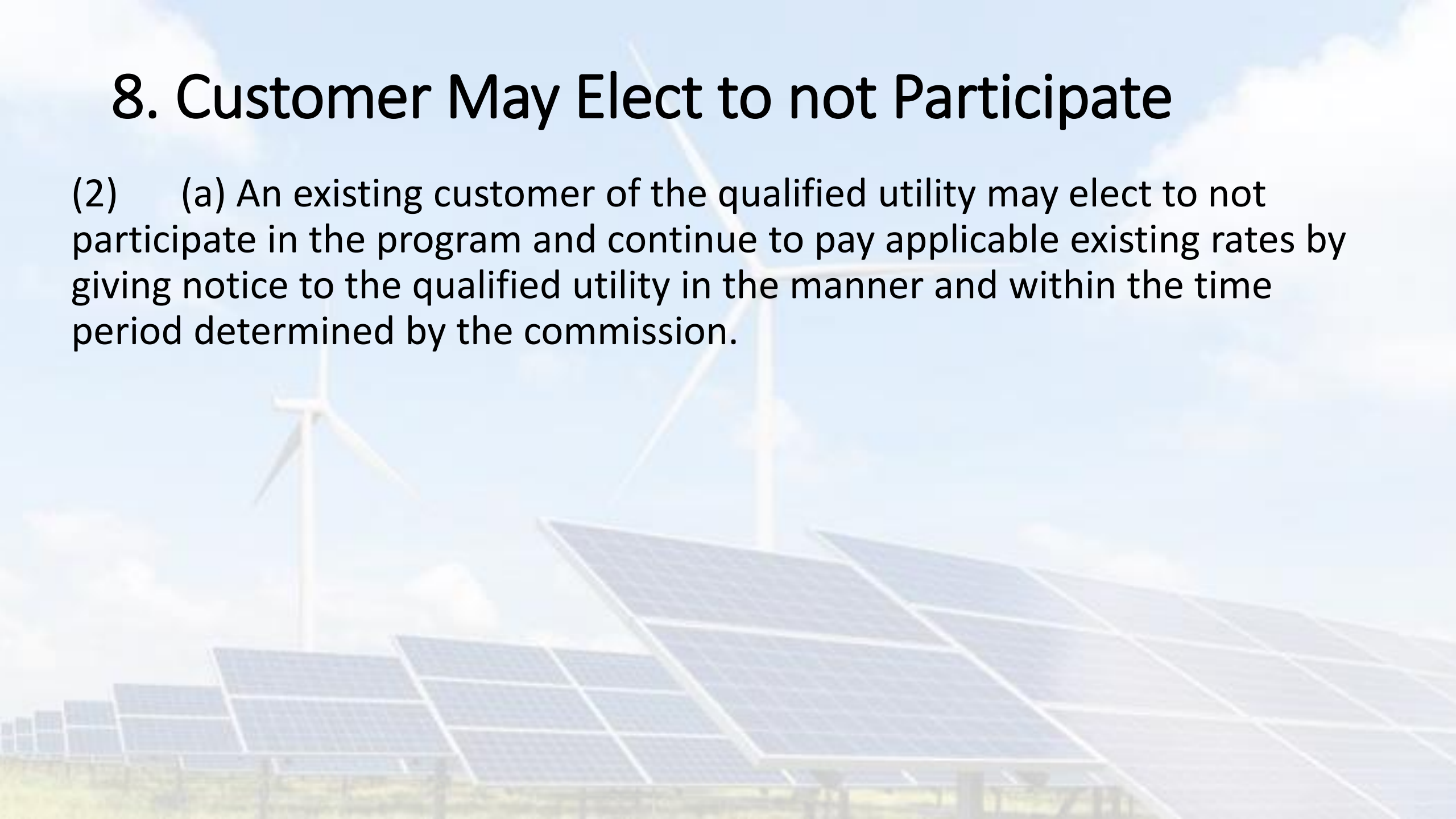
- (i) the projected rates and terms of participation in the program approved by the commission;
- (ii) an estimated comparison to otherwise applicable existing rates;
- (iii) an explanation that the customer may elect to not participate in the program by notifying the qualified utility; and
- (iv) any other information required by the commission.

7. RMP Notices Residents, continued...

- (b) The qualified utility shall provide the notice required to each customer:
 - (i) no less than twice within the period of 60 days immediately preceding the date to opt out of the program; and
 - (ii) separately from the customer's monthly billing.
- (c) The qualified utility shall provide the information in person to each customer with an electric load of one megawatt or greater measured at a single meter.
- (6) (a) The cost of providing notice shall be paid by the participating community.
 - (b) All other notices required under this section shall be paid for as program costs and recovered through participating customers' rates.

8. Customer May Elect to not Participate

(2) (a) An existing customer of the qualified utility may elect to not participate in the program and continue to pay applicable existing rates by giving notice to the qualified utility in the manner and within the time period determined by the commission.



9. Customers May Change their Mind

- (i) a customer that previously elected not to participate in the program may become a participating customer by giving notice to the utility in the manner required by the commission; and
 - (a) A customer that does not opt out of the program may later discontinue participation in the program as allowed by the commission.
- (ii) A participating customer that opts out is not subject to a termination charge.
 - (c) After the program's initial opt-out period, a participating customer may elect to leave the program by:
 - (i) giving notice to the utility in the manner determined by the commission; and
 - (ii) paying a termination charge as determined by the commission that may include the cost of renewable energy resources acquired or constructed for the program that are not being utilized by participating customers as necessary to prevent shifting costs to other customers of the utility.

10. Customer Billing

- The qualified utility shall:
 - (1) include information on its monthly bills to participating customers identifying the program cost; and
 - (2) provide notice to participating customers of any change in rate for participation in the program.

11. Annual Rate Adjustment Filing

(1) (a) RMP may make a rate adjustment filing, not more than annually, with the commission to adjust rates for participating customers to reflect any changes in the quantifiable costs and benefits of the program.

(b) The rate adjustment filing may not include any changes to ongoing costs.

(2) The commission shall determine the content and filing requirements for the filing by administrative rules.

(3) The commission shall determine rate changes which shall become effective within 90 days after the date of the filing, unless otherwise determined by the commission for good cause.

H.B. 411 Step by Step Process

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RMP - Blue Sky Program

- Support renewable energy in fixed price, 100 kilowatt-hour “blocks” of 100% western region wind (40%) and solar (60%) energy and help fund new, community-based renewable energy projects in your state.
- The cost is \$1.95 per 100 kWh block per month.

Impact

- When you choose to green your energy with Blue Sky, you’re joining a community of individuals and businesses dedicated to reducing their carbon footprint and supporting renewable energy.
- In 2018, more than 125,800 Blue Sky participants collectively supported 790,051,058 kilowatt-hours of renewable energy, reducing their combined carbon footprints by 323,931 tons of CO₂.
- To better illustrate this impact, that’s how much energy 1,169,761 solar panels would produce in an entire year.

RMP - Subscriber Solar Program

Here's how it works:

This program gives you the ability to use solar power even if you cannot afford or do not want solar panels on your home.

- Get your power from a 20-megawatt solar plant in Millard County, Utah,
- Subscribe in blocks of 200-kilowatt-hours (kwh) to offset your usage on your bill.
- Keep your subscription for up to 20 years. If you move to another site in Utah served by Rocky Mountain Power, your solar blocks go with you.

Millcreek, Canyon, and Unincorporated

State	(All)	Millcreek City, Canyon & Unincorporated
County	(All)	
Community	(Multiple Items)	

Program Name	Sum of Customer Count	Sum of Community Total Usage
Blue Sky Block	2,585	8,571,372
Net Metering	681	9,641,219
Subscriber Solar	130	901,530
Grand Total	3,396	19,114,122

Millcreek

ALL COMMUNITY STATS

Community

MIDWEST
MIDWEST UNINCOR...
MILFORD
MILFORD UNINCOR...
MILL CITY
MILL CITY UNINCOR...
MILLCREEK
MILLCREEK CANYON
MILLCREEK UNINCO...
MILLERSBURG
MILLS
MILLS UNINCORPO...

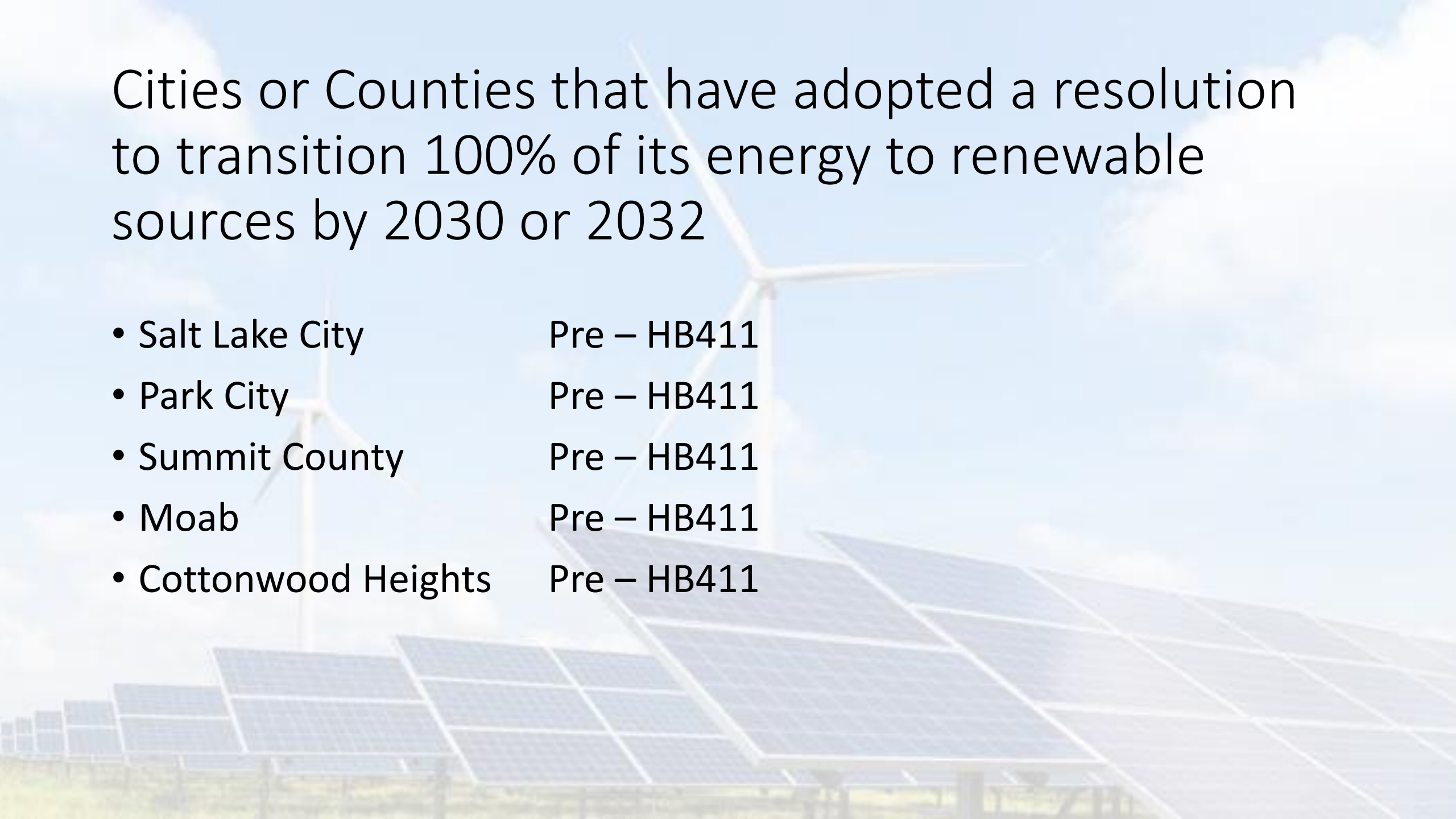
Programs Sum of Community Total Usage

Blue Sky Block	8,500,147
Subscriber Solar	901,530
Total Community Usage	339,068,261

Programs Sum of Customer Count

Blue Sky Block	2,556
Subscriber Solar	130
Total Community Count	24,335

Net Metering	Sum of Community Gen kW	Sum of Community Gen kWh	Sum of Customer Count
Aggregation Credit Received	0	0	22
Solar	6,218	9,593,772	655
Solar/Wind Mix	12	18,794	1
Grand Total	6,230	9,612,566	678



Cities or Counties that have adopted a resolution to transition 100% of its energy to renewable sources by 2030 or 2032

- Salt Lake City Pre – HB411
- Park City Pre – HB411
- Summit County Pre – HB411
- Moab Pre – HB411
- Cottonwood Heights Pre – HB411

Questions?

- Have any other cities adopted a resolution according to H.B. 411?
- What happens if Millcreek doesn't adopt a resolution?
- How much will a study cost?
- Has the Public Service Commission adopted the Administrative Rules?
- Does RMP have enough renewable energy sources to supply Utah's residents?
- If not, is RMP building enough renewable energy sources to supply all who want to be 100% green by 2030?
- How will RMP satisfy demand for renewable energy if they can't supply it from their own sources?
- Can a resident get renewable energy through any other means?
- How does the Blue Sky program work?
- How does the Subscriber Solar program work?
- What tax incentives do I have for installing solar panels on my house?
- Explain how RMP buys renewable energy from across the nation.
- If Millcreek adopts this resolution will my power bill increase?
- Is H.B. 411 the only option residents have for renewable energy?

Utah Transit Authority Update

to the Millcreek City Council

Carlton Christensen

August 26, 2019



Safety Is Our Highest Priority

Distracted Driving

KNOW THE FACTS



reported that they
had read or sent
text messages or
email messages
while driving at least
once within the 30
days before they
were surveyed.



In 2010,
1 in 5
crashes in which someone
was injured involved
distracted driving.

>1,060
people

are injured each day
from crashes involving
distracted drivers.



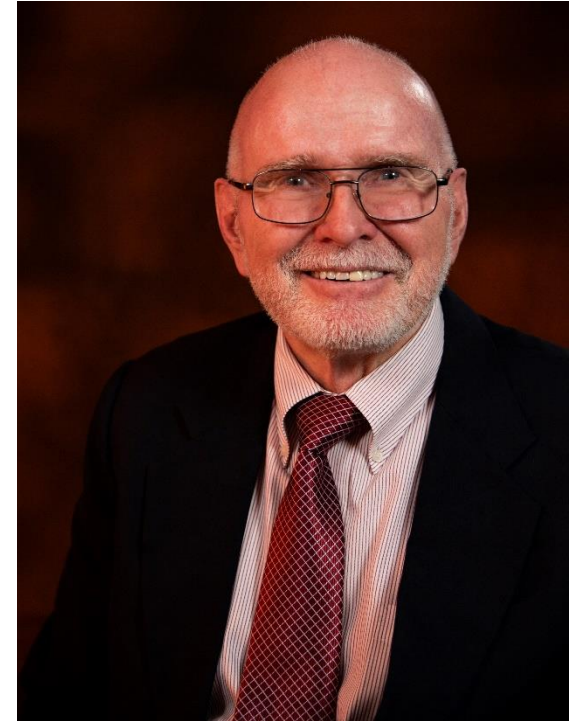
UTA Board of Trustees



Carlton Christensen,
UTA Chair
*Representing Salt Lake
County*



Beth Holbrook,
UTA Trustee
*Representing Davis, Weber
and Box Elder Counties*



Kent Millington,
UTA Trustee
*Representing Utah and
Tooele Counties*

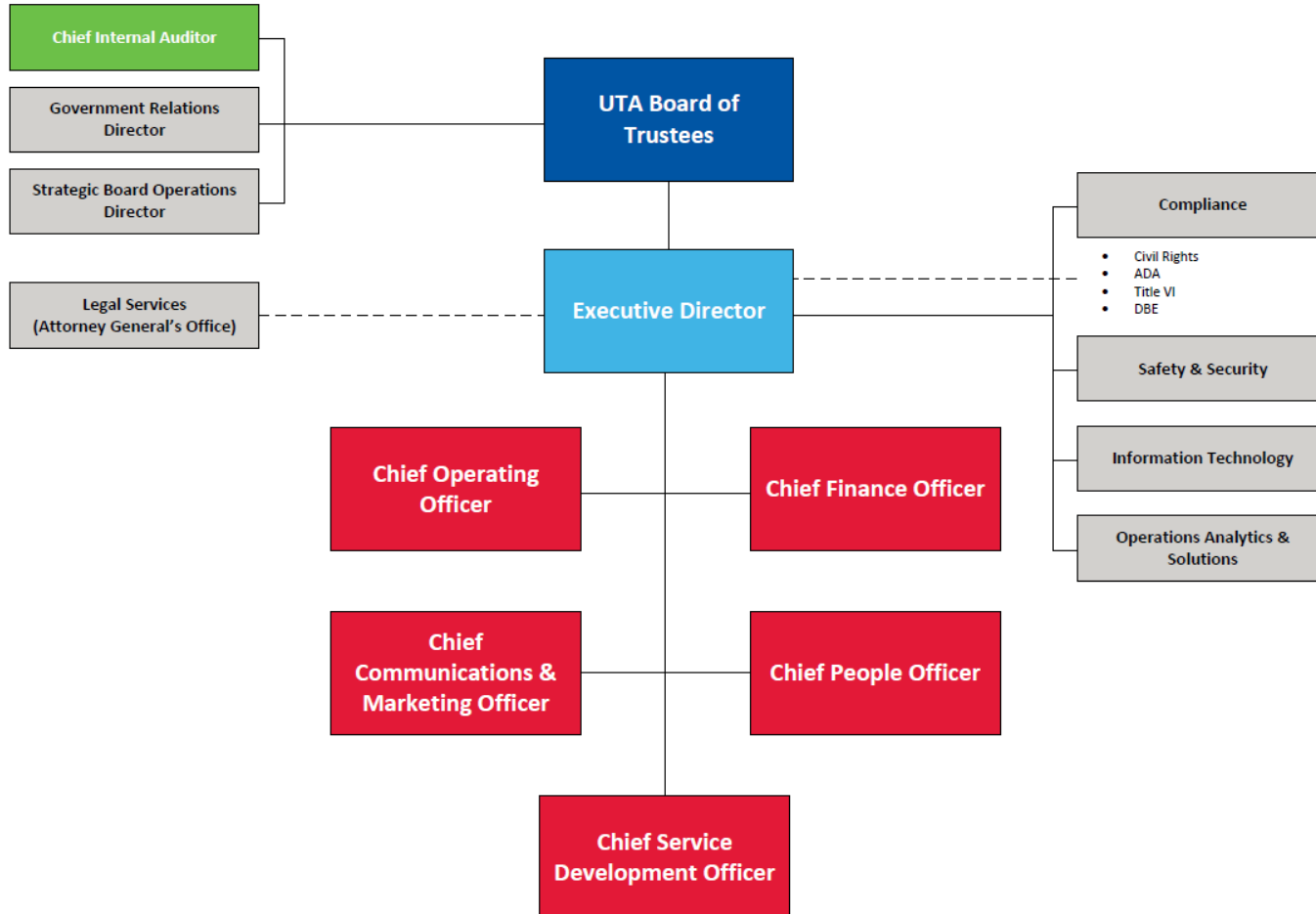
UTA Local Advisory Council

- Jeff Acerson, Chair – Mayor, Lindon
- Troy Walker, Vice Chair – Mayor, Draper
- Karen Cronin, Vice Chair
- Erik Craythorne – Mayor, West Point
- Leonard Call – Mayor, Pleasant View
- Robert Hale – Mayor, Midvale
- Clint Smith – Councilmember, Herriman
- Jacqueline Biskupski – Mayor, Salt Lake City
- Julie Fullmer – Mayor, Vineyard



UTA Governance

UTA Organizational Structure



Salt Lake County 4th Quarter Implementation



Phased Approach to Service Implementation

- Mobilization phase, fall 2019-August 2021
 - Completion of Service Choices study
 - Plan route improvements
 - Design and construct support infrastructure
 - Preparation for new bus service:
 - Complete Depot District maintenance facility
 - Procure additional buses
 - Hire operators/support staff
- New bus service, beginning August 2021



Mobilization (2019-2021)

Estimated allocation of funds (proposed):

- Bus service improvement and expansion 19%
- Service related facility improvements 47%
- State of good repair 28%
- Administrative service support 6%



New Bus Service and Ongoing Needs (Starting August 2021)

Estimated allocation of funds (proposed):

- Bus service improvement and expansion: 71%
- Service related facility improvements 5%
- State of good repair (Light Rail-TRAX) 24%
- Administrative service support included above



Questions?

boardoftrustees@rideuta.com



MILLCREEK, UTAH
ORDINANCE NO. 19-39

**AN ORDINANCE AMENDING TITLE 19 OF THE MILLCREEK CODE OF
ORDINANCES WITH RESPECT TO NOTICING AND HEARING REQUIREMENTS
FOR LAND USE HEARINGS**

WHEREAS, the Millcreek Council (“Council”) met in regular session on August 26, 2019, to consider among other things, approving an ordinance amending Title 19 of the Millcreek Code of Ordinances with respect to noticing and hearing requirements for land use hearings; and

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

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

WHEREAS, on June 7, 2019 the required notice was published; and

WHEREAS, on June 19, 2019, the proposed amendment was submitted to the Planning Commission for its recommendation; and

WHEREAS, on June 19, 2019, the Planning Commission held the required public hearing with respect to amending Title 19 of the Millcreek Code of Ordinances; and

WHEREAS, at the June 19, 2019, Planning Commission meeting the Millcreek Planning Commission recommended amending Title 19 of the Millcreek Code of Ordinances; and

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

WHEREAS, on August 21, 2019, the Council caused the required notice to be given; and

WHEREAS, on August 26, 2019, the Council considered amending Title 19 of the Millcreek Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED by the Council that that Title 19 be amended to read as follows (designated by interlineating the words to be deleted and underlining the words to be added):

19.88.070 Additions, Enlargements, Moving And Reconstruction Of A Structure

1. A noncomplying structure or building occupied by a nonconforming use shall not be added to or enlarged in any manner or moved to another location on the lot or reconstructed at another location on the lot except as provided by subsection B of this section unless such additions and enlargements comply with the regulations and intent of this title.
2. A building occupied by a nonconforming use or a noncomplying structure may be added to or enlarged or moved to a new location on the lot or reconstructed at a new location on the lot upon a permit authorized by the land use hearing officer, provided that the land use hearing officer shall find:
 - a. The addition to, enlargement of, moving of, or reconstruction of the structure at a new location on the lot is in harmony with one or more of the purposes of this title as stated in MKZ 19.02.020, and is in keeping with the intent of this title;
 - b. The addition to, enlargement of, moving of, or reconstruction of the structure at a new location of the lot is compatible with existing development within a reasonable distance in terms of height, mass and applicable building envelope requirements, and lot coverage; and
 - c. The addition to, enlargement of, moving of, or reconstruction of the structure at a new location of the lot will not be detrimental to the health, safety and general welfare of persons residing within a reasonable distance of the subject property.
 - d. That the proposed change does not impose any unreasonable burden upon the lands located in the vicinity of the nonconforming use or structure.
3. The Land Use Hearing Officer may impose conditions and limitations upon issuance of a permit for an addition to, enlargement of, moving of, or reconstruction of a structure as necessary to prevent or mitigate adverse effects on other properties in the neighborhood of the subject property, consistent with the standards of this Title.

19.92.030 Hearings And Due Process

1. Hearings of the authority shall be held as necessary. The authority shall not have ex parte contacts. The authority shall have authority to administer oaths, provide an opportunity for cross- examination, and direct the proceedings of the authority in a quasi-judicial manner, so that the due process rights of each participant are respected. All hearings shall be open to the public and shall be recorded.
2. Notice Requirements.
 - a. Notices shall be mailed at least fourteen days prior to the addition, enlargement, moving or reconstruction of a nonconforming use or a noncomplying structure hearing to any property owners, as identified in the Salt Lake County recorder's records, within three hundred radius of the boundary of the property that is subject to the hearing of the authority, informing them of the time and date of the hearing.
 - b. Notice shall be published at least fourteen days prior to the addition, enlargement, moving, or reconstruction of a nonconforming use or a noncomplying structure hearing on the city's website.

- c. Notice shall be given electronically at least fourteen days prior to the addition, enlargement, moving or reconstruction of a nonconforming use or a noncomplying structure hearing to the chair of the community council for the area in which the subject property is located.

3. Intervention/Proceedings

- a. No person may intervene in an addition, enlargement, moving or reconstruction of a nonconforming use or a noncomplying structure hearing unless that person files a timely request to intervene.
- b. A person desiring to intervene shall serve the request to intervene upon the City Recorder's Office at least five days before the hearing. The request shall include a summary of the evidence intended to be presented. The land use hearing officer shall for good cause allow the intervention.
- c. Upon request the city will provide copies to all parties of public records in its possession regarding the matter. Otherwise no discovery shall be allowed except as specifically ordered and scheduled by the land use hearing officer.
- d. Hearings shall be conducted with appropriate formality and decorum so that due process rights are protected. Utah Rules of Evidence and Rules of Civil Procedure are used as guidelines, and not strictly followed or applied. Rules of Evidence regarding authorization, foundation, hearsay or relevance shall not be strictly applied. The land use hearing officer shall have authority to administer oaths and all hearings shall be open to the public and shall be recorded.

19.92.040 Appeal And Time To Appeal

1. Any person desiring a waiver or modification of the requirements of a land use ordinance as applied to a parcel of property that he owns, leases, or in which he holds some beneficial interest in or any person adversely affected by a decision applying the land use ordinances, may file an appeal to the authority. The party taking the appeal shall file the appeal with the ~~City recorder~~ City Recorder's Office within ten (10) business days after the date that the land use authority issues its written decision. The appeal must include the filing of an application and payment of a fee as provided in the City's current fee schedule.
2. The appellant shall have the burden of proceeding and shall have the burden of proving that the land use authority erred.
3. The appeal authority shall determine the correctness of a decision of the land use authority in its interpretation and application of land use ordinances based solely on the record (factual matters shall not be reviewed de novo).

This Ordinance, assigned Ordinance No. 19-39, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 26th day of August, 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 19-39: AN ORDINANCE AMENDING TITLE 19 OF THE MILLCREEK
CODE OF ORDINANCES WITH RESPECT TO NOTICING REQUIREMENTS FOR PUBLIC
HEARINGS AND PUBLIC MEETINGS**
was passed and adopted the ____ day of _____ 2019 and certifies that copies of the
foregoing Ordinance 19-39 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
RESOLUTION NO. 19-29

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO INTERLOCAL
COOPERATIVE AGREEMENT BETWEEN SALT LAKE COUNTY AND MILLCREEK
WITH RESPECT TO TRANSFER OF COUNTY TRANSPORTATION FUNDS TO
MILLCREEK FOR HIGHWAY CONSTRUCTION, RECONSTRUCTION, OR
MAINTENANCE PROJECTS**

WHEREAS, the Millcreek Council ("Council") met in regular session on August 26, 2019, to consider, among other things, approving Amendment No. 1 to Interlocal Cooperative Agreement with Salt Lake County ("County") with respect to transfer of County transportation funds to Millcreek for highway construction, reconstruction, or maintenance projects; and

WHEREAS, pursuant to Utah Code Ann. § 41-1a-1222 the County imposed a local option highway construction and transportation corridor preservation fee on each motor vehicle registered in the County; and

WHEREAS, fifty percent of the revenue generated from the referenced fee is deposited in the County of the First Class Highway Project Fund pursuant to Utah Code Ann. § 72-2-121, together with other deposits therein; and

WHEREAS, during the 2013 General Session, the Utah legislature amended Utah Code Ann. § 72-2-121 to provide that a portion of the revenue in the County of the First Class Highway Project Fund be transferred to the legislative of Salt Lake County to be used for certain transportation purposes ("County Transportation Funds"); and

WHEREAS, Millcreek and the County entered into an interlocal cooperative agreement ("Original Agreement") to provide for the transfer of County Transportation Funds to Millcreek in accordance with Utah Code Ann. §72-2-121; and

WHEREAS, Millcreek and the County desire to amend the Original Agreement a copy of which is attached hereto ("Amended Agreement"); and

WHEREAS, the Council finds that it is in the best interests of the inhabitants of Millcreek to amend the Original Agreement; and

WHEREAS, the Amended Agreement has been prepared for approval, which sets forth the purpose thereof, the extent of participation of the parties, and the rights and duties and responsibilities of the parties.

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

This Resolution, assigned No. 19-29, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 26th day of August, 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

AMENDMENT NO. 1
of the
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
MILLCREEK CITY

This Amendment No. 1 between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah ("County") and **MILLCREEK CITY**, a municipal corporation of the State of Utah ("City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

- A. The Parties previously entered into an Agreement for the transfer of funding to be used for regional transportation under the First Class Highway Projects Fund (County Contract No. 0000001760, DA Log No. 17-10059) ("the Agreement");
- B. The Parties desire to amend the Agreement to extend the term to December 31, 2019 and provide for additional extensions.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree that section 1.1, paragraph (k) is amended as follows:

1. Reimbursement Term: The reimbursement term is amended to terminate on the earliest of the following: (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date the agreement is terminated by either Party, or (iii) December 31, 2019.
2. All Parts, Paragraphs, Attachments and other provisions of the Agreement and any prior amendments thereof not specifically modified by this amendment shall be the same and remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates shown below.

[Intentionally Left Blank – Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____

Dated: _____, 20____

Reviewed by:

REGIONAL TRANSPORTATION
AND PLANNING

By  _____
Wilf Sommerkorn
Director

Dated: 7-2, 2019

Approved as to Form and Legality:

Jason Rose

Digitally signed by Jason
Rose
Date: 2019.07.01 10:30:28
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INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

MILLCREEK CITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

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 (the "County") and **MILLCREEK**, a municipal corporation of the State of Utah (the "City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County and the City are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal 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 Interlocal 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.

B. Pursuant to Section 41-1a-1222 of the Utah Code the County has imposed a local option highway construction and transportation corridor preservation fee on each motor vehicle registration within the County. Fifty-percent of the revenue generated by said fee is deposited into the County of the First Class Highway Projects Fund, pursuant to Section 72-2-121 Section 72-2-121 of the Utah Transportation Code, along with other moneys deposited therein, including certain sales and use taxes and voluntary contributions.

C. During the 2013 General Session, the State Legislature amended Section 72-2-121 of the Utah Transportation Code, Utah Code Ann. §§ 72-1-101 *et seq.*, to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of the County to be used for certain transportation purposes (hereinafter "County Transportation Funds").

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of highway construction, reconstruction, or maintenance projects throughout the County in accordance with Section 72-2-121 of the Utah Transportation Code and all other applicable federal, state and local laws, rules and regulations.

E. The County and the City now desire to enter into this Agreement providing for the

transfer of up to Ninety Thousand Dollars and No Cents (\$90,000.00) of County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for certain costs incurred during multiple improvement projects (See Exhibit A), so long as such costs are consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(g) of the Transportation Code.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **City's Funding Assurance:** As defined in Section 4.1(a) below.
- (b) **County Transportation Funds:** As defined in Recital C above.
- (c) **Event of Default:** As defined in Section 6.1 below.
- (d) **Event of Force Majeure:** As defined in Section 7.4 below.
- (e) **Final Plans and Specifications:** As defined in Section 4.1(c) below
- (f) **Maximum Reimbursable Amount:** The amount specified in Section 2.1 below.
- (g) **Project:** As defined in the Recitals.
- (h) **Project Schedule and Budget:** As defined in Section 4.1(b) below.
- (i) **Project Element.** A discrete portion of the Project.
- (j) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are contemplated by the City's Project Schedule and Budget and consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(g) of the Transportation Code.
- (k) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) June 30, 2019.

(l) Request for Disbursement: A statement from the City, substantially in the form attached hereto as **Exhibit B**, requesting an amount of Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

(m) Transportation Code: Utah Code Ann. §§ 72-1-101 *et seq.*

(n) Transportation Funds: As defined in Section 2.1 below.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds (hereinafter "Transportation Funds") to the City to reimburse the City for Reimbursable Project Costs, up to a maximum of Ninety Thousand Dollars and No Cents (\$90,000.00) (See Exhibit A) (the "Maximum Reimbursable Amount"), all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(g) of the Transportation Code; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City

or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(g) of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(g) of the Transportation Code, and, as indicated in Section 4.3(e) below, the City agrees that it will not rely on the County's review or acceptance of the City's Project Schedule and Budget, Final Plans and Specifications, or any Request for Disbursement in making that determination.

ARTICLE 4 - DISBURSEMENTS

4.1. Conditions for Commencement of Disbursement of Transportation Funds. The County will not be obligated to commence disbursement of Transportation Funds for Reimbursable Project Costs, unless and until the following conditions have been satisfied:

(a) City Funding Requirement. The City has provided to the County evidence and assurances that it has funded or will cause to be funded all but Ninety Thousand Dollars and No Cents (\$90,000.00) of the total cost of the Projects listed in Exhibit A (the "City's Funding Assurance").

(b) Project Schedule and Budget. The City has prepared and submitted to the County a document outlining the City's proposed schedule and budget for the Project (the "Project Schedule and Budget").

(c) Final Plans and Specifications. The City has submitted to the County the final plans and specifications for the Project (the "Final Plans and Specifications").

(d) General Approval of the Project Schedule and Budget. Following receipt of the City's Funding Assurance, Project Schedule and Budget, and Final Plans and Specifications, County staff (or his/her designee) has determined that: (1) the City has provided adequate evidence and assurances that it has funded or will cause to be funded all but Ninety Thousand Dollars and No Cents (\$90,000.00) of the total cost of the Project; (2) the Project Schedule and Budget is acceptable and will adequately address

transportation needs within Salt Lake County; and (3) the Final Plans and Specifications is acceptable and will adequately address transportation needs within Salt Lake County.

4.2. Conditions for Each Disbursement of Transportation Funds. The County will not be obligated to disburse Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(c) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.3. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall not submit a Request for Disbursement to the County until the Project has been completed.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse

more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the City after expiration of the Reimbursement Term.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the Project Schedule and Budget and the City's Requests for Disbursement under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Project Schedule and Budget or any Request for Disbursement submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(g) of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 - COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) **Liability.** 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.

(b) **Indemnification.** The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees 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) any improper use of the Transportation Funds. The City agrees that its duty to defend and indemnify the County 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 City further agrees that the City’s indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. **Recordkeeping.** The City agrees to maintain its books and records in such a way that any Transportation Funds received from the County will be shown separately on the City’s books. The City shall maintain records adequate to identify the use of the Transportation Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

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

ARTICLE 6 - DEFAULTS AND REMEDIES

6.1. **City Event of Default.** The occurrence of any one or more of the following shall constitute an “Event of Default” as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period

as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. 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 other remedies conferred upon the County by law or equity or 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 disbursement of Transportation Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of Transportation Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

ARTICLE 7 - MISCELLANEOUS

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

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) 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 Act.
- (c) 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 Act.
- (d) 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.
- (e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) 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, (b) the execution of this Agreement by a duly

authorized official of each of the Parties, (c) 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 Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If Transportation 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 Transportation 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 Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute Transportation 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.

(b) If Transportation 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 Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. 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.

7.5. Notices. 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 three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: County Mayor
2001 South State, N2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
2001 South State, S3-600
Salt Lake City, Utah 84190

If to the City: Millcreek
3330 South 1300 East
Millcreek, Utah 84106

7.6. 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, Salt Lake County Code of Ordinances; 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.

7.7. 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.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. 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.

7.13. 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 shall remain operative and binding on the Parties.

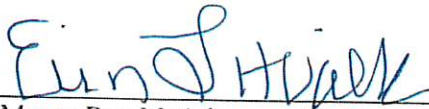
7.14. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be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

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By 
Mayor Ben McAdams or Designee

Dated: 211, 2018

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING, AND ECONOMIC DEVELOPMENT

By 
Carlton J. Christensen
Department Director

Dated: January 20, 2018

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

Craig J.
Wangsgard
By _____
Deputy District Attorney

Digitally signed by Craig J.
Wangsgard
DN: dc=org, dc=slcounty,
ou=Departments, ou=District
Attorney, ou=Users, ou=GC,
cn=Craig J. Wangsgard,
email=CWangsgard@slco.org
Date: 2018.01.02 09:53:53 -07'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

MILLCREEK

By Jeff

Name: Jeff Silverstini

Title: Mayor

Dated: Feb. 12, 2018

Attest:

Elyse Greiner

Elyse Greiner, City Recorder

Date signed: 2/12/18

Approved as to Form and Legality:

CITY ATTORNEY

By John

Name: John Brels

Dated: 2/12, 2018

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EXHIBIT A

1) Project Title: Jupiter Drive Loop

Project Description:	Add Bike lane on Jupiter Loop from 3900 South to Brockbank Drive (4450 South)
Maximum Reimbursable Amount:	\$20,000.00

2) Project Title: Melbourne Street / Honeycutt Road

Project Description:	Construct Neighborhood byway from Melbourne Street / Honeycutt Road from 3000 South to Siggard Drive
Maximum Reimbursable Amount:	\$30,000.00

3) Project Title: 3780 South / Upland Drive

Project Description:	Separate bike lane near I-215; neighborhood byway markings with signage
Maximum Reimbursable Amount:	\$20,000.00

4) Project Title: Siggard Drive

Project Description:	Add Neighborhood byway markings and signage on Siggard Drive from 2000 East to Highland Drive
Maximum Reimbursable Amount:	\$20,000.00

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Millcreek City – Interlocal Agreement for Transportation Funds (DA Log No. 17-10059)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between the Salt Lake County (the “County”) and Millcreek City (the “City”) (DA Log No. 17-10059). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project or Projects.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** is attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County’s review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any

particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121(4)(g) of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

MILLCREEK

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

SCHEDULE 1
Reimbursable Project Costs (RPC) Request for Disbursement

Reimbursable Project Costs Request Detail:

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by City</u>	<u>Reimbursable Project Cost Description</u>	<u>Requested Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total RPC Request \$ _____

This portion above is to be filled out by the City.

This portion below is to be filled out by the County.

RPC Approved – This Request _____

(plus) RPC Approved/Paid to Date _____

Total Approved/Paid to Date _____

Maximum Reimbursable Amount _____

(less) Total Approved/Paid to Date _____

Remaining Transportation Funds _____

 Approving Signature by County



**Minutes of the
Millcreek City Council
August 12, 2019
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a regular public meeting on August 12, 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 Director
Francis Lilly, Planning & Zoning Director
Mike Winder, Economic Development Director
Jim Hardy, Building Department Director
Jared Bowling, Information Center Manager

Attendees: Linda Milne, Jose A. Salinas, Richard Hansen, Megan Stone, Marv Poulson, Adbul Mansoor, Diane Wenzl, Stephanie Steele, Gary E. Hanneman, Chief Duane Woolsey, and Chief Steve DeBry.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:00 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

Mayor Silvestrini called the meeting to order and led the pledge of allegiance. He then welcomed members of the Youth Council in the audience.

1.2 Public Comment

Marv Poulson, 3631 Carolyn Street, said he reviewed the draft City Center Overlay Zone ordinance and had some concerns. He said the ordinance lacks the requirements of trees, the color description for awnings is vague, and the parking requirements in the City's master plan is inadequate in the number of stalls required for businesses. Mayor Silvestrini invited Poulson to be involved in the engagement for the City Center Overlay Zone. Poulson endorsed H.B. 411 Community Renewable Energy Act and said the City should not wait on joining the other cities in looking to the future.

Diane Wenzl, 3240 S. 1000 E., said she sent Council Member Marchant an email about Mixed Use 1 designations on the Future Land Use Map in the General Plan. She said

when the General Plan was adopted, there was not and currently is not zoning ordinance support for Mixed Use 1 designations. She said it was problematic because there is no overlay zone to address it. The designated properties in commercial zones abut existing residential neighborhoods. Mixed Use 1 does not allow heights greater than 30 feet. The C-2 zone is more in line with Mixed Use 2 allowing up to four stories in height except within 100 feet of residential zoning. She said 100 feet was not a great distance to separate uses. The north side of 3300 S. and on Highland Drive is designated as Mixed Use 1 in the General Plan but they are on C-2 zoned properties which makes the Mixed Use 1 designation obsolete. She said properties will develop as C-2 zoning allows, not as Mixed Use 1. The General Plan does propose to protect existing residential neighborhoods, but the lack of zoning support does not. She raised concern with rezoning for residential multi-family development and conditional use permits. She said rezoning to residential multi-family is an extreme zone change and a conditional use is the most extreme impact. She compared the differences between rezoning and conditional use permits with public noticing, density differences, detrimental effects, and whether the application goes to the community councils. She said the community input is directly related to the amount of noticing and meetings.

Mayor Silvestrini invited her to meet with staff to discuss the information she raised. He said Millcreek has not had time to do some of the things she brought up because the focus has been on the City Center. He said the City Center Overlay Zone and the Millcreek Center Community Reinvestment Area offered more protections to residents, but the residents did not want to be in the designated area. He thanked Wenzl for her involvement. Council Member Marchant thanked her for her comments.

2. Planning Matters

First Reading:

a. ZT-19-002, Amendments to Title 19 Regarding Noticing and Hearing Requirements for Land Use Hearings

Francis Lilly said he would like to make changes to the processes for the Land Use Hearing Officer. That office is the official appeal authority designated by State statute and Millcreek code. The Hearing Officer works in a quasi-judicial manner on variances or on decisions Millcreek officials/staff make. Millcreek has established the position as a single person rather than a Board of Adjustments. There are a range of decisions that can be appealed, and the Hearing Officer can make decisions on: conditional uses; variances; decisions made by the Planning Director with single family developments and on parking requirements; certain Planning Commission decisions; certain approvals of lots and buildings on private rights-of-way; clarification on zone boundaries and decisions on the Geologic Hazards Ordinance; and alterations, enlargements, relocations, or reconstructions of a noncomplying structure or a structure occupying a nonconforming use.

Lilly said there have been recent projects that have come before the Hearing Officer that have had implications on surrounding neighbors. He said the hearing is not subject to public clamor, but the neighbors should be aware of the appeal. There are certain determinations that need to be made or be done by the Hearing Officer that does not create an unreasonable burden on surrounding property owners and is the intent of the land use code. In the proposed ordinance, staff had recommended mailing notice of the

hearing to property owners within 150 feet of properties with land use appeals though the Millcreek Community Council and Planning Commission recommended that the notice be to properties within 300 feet. The proposed code allows the Hearing Officer to make two additional findings; that enlargements meet the standards of the Residential Compatibility Overlay Zone (RCOZ) special exception building envelope requirements, and to empower the Officer to impose limitations on the issuance of a permit to minimize adverse effects to the neighborhood. He said making the power explicit will result in better applications and stronger grounds for approval/denial. The code also adds the language that a person seeking to participate in a land use hearing must file an application to intervene within 5 days of the hearing. Lilly said he worked with the City Attorney on the ordinance. He said he tried to strike a balance between the quasi-judicial nature of the hearings and allow potentially affected parties to communicate on an application that goes to the Hearing Officer.

Mayor Silvestrini said there was previously an issue with a nonconforming structure and this ordinance amendment aims to fix that loophole. There was no mechanism to provide notification to the neighbors without an ordinance. He said in that specific circumstance the Hearing Officer approved the application because there was no reason in code to deny it. State law does not allow the public to make comment on the appeal, the decision is to be made on strict legal requirements. The public can legally intervene, but this code requires them to provide notice and their basis for standing which then allows the Officer to be ready for their argument. The RCOZ standards would also be applicable with the ordinance. The Council said they were okay with the 300-foot notice boundary. Mayor Silvestrini said the public is limited on what they can raise in the quasi-judicial proceeding. Council Member Marchant asked about the cost of the noticing the public. Lilly said the applicant would pay for it. John Brems said the ordinance is a good solution to a problem but creating more rules could create new problems.

3. Business Matters

3.1 Discussion and Consideration of Resolution 19-28, Approving an Interlocal Cooperative Agreement with Salt Lake County for the Second Amended Agreement for Addressing

Mayor Silvestrini said Millcreek contracts with Salt Lake County for addressing services for new developments. The resolution is a renewal of the agreement at the same cost.

Council Member Jackson moved to adopt Resolution 19-28, Approving an Interlocal Cooperative Agreement with Salt Lake County for the Second Amended Agreement for Addressing. Council Member Catten seconded. The City Recorder called for the vote. The motion passed unanimously.

3.2 Discussion and Consideration of Ordinance 19-38, Amending the Financial Administrative Ordinance Creating a Director of Finance

Mayor Silvestrini said the ordinance creates the position of Director of Finance, which Laurie Johnson currently holds. The ordinance also allows the position to sign for certain things, do minor purchasing, and adds the position to the procurement code.

Council Member Uipi moved to approve item 3.2. Council Member Marchant seconded. The City Recorder called for the vote. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Silvestrini said he attended the community council meetings and Night Out Against Crime the prior week. He said Millcreek has made property acquisitions in the city center area. He reported that he went on a ride-along with Unified Fire Authority Station 112 and they responded to flooding and wildfire calls. The Millcreek Pop Up dinner was a success and a great conclusion to Venture Out. He announced there would be a presentation on H.B. 411 with Rocky Mountain Power at the next regular Council meeting on August 26th. He said he would also invite a Salt Lake City representative to attend the meeting who had helped fashion the legislation. He said the Council needs to make a decision about the legislation by December 31st. He offered that the public could send the Council their input on the matter. He said that he, Council Member Jackson, and staff met with Salt Lake City about boundary issues for an interlocal agreement. He said the public would have the opportunity to make comment on the agreement before anything is adopted.

4.2 City Council Member Reports

Council Member Catten said the "Get to the River" Jordan River celebration would be in September. Millcreek will participate in partnership with Sunnyvale Farmers Market. There will be a boat race and rootbeer floats. The event will be on September 7th.

Council Member Jackson announced the Promise Fiesta on August 14th at the Jean Massieu School of the Deaf and Blind.

Council Member Uipi said she attended the East Mill Creek Community Council meeting the prior week. She thanked Unified Police Department (UPD) for the Night Out Against Crime. She announced that the Mt. Olympus Community Council meeting would be held at City Hall on August 13th.

4.3 Staff Reports

Mike Winder said the Business Council would be having an event on August 21st at Golden Customer Care and Senator Mitt Romney would be speaking at it. He said the event is in conjunction with other entities and he invited the public to attend.

John Geilmann said the Mt. Olympus Community Council Chair David Baird would make a proclamation presentation to Barbara Bruno because she has been providing outstanding value to the community for over twenty years by voluntarily picking up trash on Oakview Drive at dawn while dodging drowsy speeders. Mayor Silvestrini said Millcreek should be recognizing residents who contribute to the community. The Council consented to proclaiming Barbara Bruno as a highly valued resident.

Council Member Jackson moved to issue a proclamation recognizing Barbara Bruno as a highly valued Millcreek resident. Council Member Uipi seconded. Mayor Silvestrini called for the vote. The motion passed unanimously.

5. Consent Agenda

5.1 Approval of July 22, 2019 Regular Meeting Minutes

Council Member Jackson moved to approve the July 22, 2019 regular meeting minutes. Council Member Uipi seconded. Mayor Silvestrini called for the vote. The motion passed unanimously.

Chief Steve DeBry thanked the Council for participating in Night Out Against Crime. He said school starts August 19th and there will be an increased presence of officers in the school zones. The State has given UPD a grant for crosswalks and they will enforce jaywalking. He said during the coming Friday through Labor Day there would be a national push to keep highways safe. There are many accidents during that time of year. He said when firefighters are hurt, it affects police. There was a situation in Pennsylvania where three children at a daycare perished in a fire who were the children of a firefighter there. He offered condolences to the family.

6. New Items for Subsequent Consideration

7. Calendar of Upcoming Events

- City Council Work Mtg., 8/19/19, 5:30 p.m. at City Hall
- Planning Commission Mtg., 8/21/19, 5:00 p.m. at City Hall
- City Council Mtg., 8/26/19, 5:00 p.m. at City Hall

Council Member Jackson moved to go into closed session pursuant to Utah Code Ann. §52-4-205(1)(d) to discuss the purchase, exchange, or lease of real property at 7:51 p.m. Council Member Marchant seconded. The City Recorder called for the vote. The motion passed unanimously.

Council Member Uipi moved to go back into the open meeting at 8:25 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. The motion passed unanimously.

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



**Minutes of the
Millcreek City Council
August 19, 2019
5:30 p.m.
Work Meeting**

The City Council of Millcreek, Utah, met in a public work meeting on August 19, 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
Laurie Johnson, HR-Finance Director
Elyse Greiner, City Recorder
Rita Lund, Communications Director
Francis Lilly, Planning & Zoning Director
Mike Winder, Economic Development Director
Jim Hardy, Building Department Director
John Miller, Public Works Director
Brian Busch, GIS Intern
Josie Angerhofer, Business License Assistant

Attendees: Cathy & Greg Sneyd, Carol Elliott, Suzanne Dunbar, and Richard Hansen.

REGULAR MEETING – 5:30 p.m.

TIME COMMENCED: 5:34 p.m.

Mayor Silvestrini called the meeting to order. Mike Winder introduced Josie Angerhofer as the new Business License Assistant. Mayor Silvestrini said the City Manager initiated a Walk & Talk (walk around city hall for fifteen minutes) with staff every Tuesday at 2 p.m.

1. Discussion Items

1.1 City Center Update; Francis Lilly, Planning and Zoning Director and Mike Winder, Economic Development Director

Mayor Silvestrini said Millcreek has been closing on properties in the City Center with bond money. Mike Winder said properties will close by the end of February 2020 and announced that a version of the City Center timeline would be printed in the newsletter. Francis Lilly said there would be an open house the following evening on the proposed City Center Overlay Zone. He said the intended purpose of the open house is to discuss the overlay zone adoption and to begin a public conversation about the open space. The Council should have the first reading of the proposed overlay zone in October. Lilly said he sent 900 mailed notices to every property owner within the city center boundaries and within 600 feet from the city center boundaries in addition to notice being posted on the website and on Millcreek's social media. Council Member Jackson asked to be included

in mailings sent to her district. Council Member Uipi asked that all council members be included in city center mailings. Lilly said the Planning Commission will have a public hearing on the proposed ordinance September 18th.

Lilly said the city center will have three sub districts; Market Place, Mill Center, and Neighborhood District. Lilly briefly explained the differences between the districts with building heights and uses. The nature of the overlay zone is so new development or redevelopment meets the standards of code. Lilly said the heights will be feathered in with the slope of the land with the greatest height being in the center of the city center. Winder said the proposed height transitions map came from feedback from the Planning Commission. Lilly said the proposed overlay zone ordinance matches the existing boundaries of the overlay zone. A characteristic of the proposed overlay zone is that it goes into how a building addresses a street with required step backs. He said he received a recommended tree list for the area from a resident. Mayor Silvestrini asked about having a County Parks arborist being involved in planning. Rita Lund said the County does not have an arborist on staff but contracts the service out. Lilly said the plan dictates specific frontage and amenities on surrounding streets. Winder mentioned that permanent awnings would also be required. Lilly said the goal of the ordinance is to add regulatory tools to ensure the City gets a quality project. The buildings around the open space should be a legacy for Millcreek. John Miller pointed out that the proposed street rendering for the area was pedestrian friendly. Winder said there would be required setbacks from the open space. Lilly said property lines in the open space have not yet been determined.

Mayor Silvestrini brought up looking at city center models in cities in Kansas, California, Oregon, and Arizona as a source of guidance for the city center. Winder said there was currently a request for proposals (RFP) out for design consultants for the open space and the consultants may present model ideas from other cities. Mayor Silvestrini brought up examples in Salt Lake City the Council should also look at. He suggested having an envision committee for planning the open space. Lilly said the consultant should include a branding and public engagement plan. The City will be paying an honorarium to the short-listed consultants to be able to use their proposals on the project even if the firm is not selected. He said every important step with the city center would have public engagement. Mayor Silvestrini brought up an example with the Jordan River project where creative proposals had been considered. Council Member Marchant asked about the lilac strip on Highland Drive, known as the Mountair streetscape. Lilly said there was an expensive proposal for the design of it and he was working on the terms. A small conversation took place about the existing plants and maintenance of that streetscape.

The Council took a break from 6:15-6:19 p.m.

1.2 Projects Update; John Miller, Public Works Director

John Miller said for Millcreek to be more transparent, his team created a webpage for capital improvement projects on the City's website. The page shows the description and status of projects since September 2018. There were nine projects on the page and Miller highlighted two of the projects. Miller said he negotiated a contract with Lochner Inc. for design and right-of-way acquisition for the 3900 South project. Mayor Silvestrini said Millcreek and Holladay would mostly be operating in the existing right-of-way on the project, though there would be a little property acquisition for rounding sidewalk corners.

Miller then went over the project on 900 East from 3900 S. to 4500 S. He said he was working with Wasatch Front Regional Council on appropriate funding for right-of-way acquisition. Miller reported that contractor costs are currently very high, so he will wait to advertise projects until January when costs go down. Mayor Silvestrini requested that sidewalk projects be added to the webpage.

1.3 Budget and Strategic Planning; Laurie Johnson, HR-Finance Director

Laurie Johnson handed out copies of the newly adopted Employee Handbook and corresponding forms from it to the Council. Mayor Silvestrini said Utah has legalized medical marijuana and it could affect job performance. He said there were issues and protections with employees using it and with random drug tests. He said staff should explore the issue. Johnson said there is a form in the handbook in which employees must declare prescribed medication if it could affect job performance.

Johnson gave an update on the implementation of the financial management software. She said Tyler Technologies is currently configuring it and it will go live in October. She said at the beginning of July, the City Manager reorganized staff. She gave a summary of the changes: "Building Services" has been added as a new department (includes building inspection; building permits); "City Services" is now the "Legislative Policy Department;" "Community Development" is now titled "Planning & Zoning;" IT has been added to "Communications;" the Information Center Manager is now also responsible for IT functions; and the business license division is now part of the "Economic Development Department." Mayor Silvestrini said he has observed that John Geilmann is constantly rethinking how Millcreek provides services by getting the right people in the right seat and allowing for cross training to make the organization the best it can be. Council Member Uipi and Council Member Marchant commended John Geilmann. Johnson said she would reorganize the budget according to the department changes in the first budget amendment. Geilmann said there are 38 fulltime employees and the department directors work the same as the employees.

Johnson announced that Millcreek was initiating a new program, Millcreek Team Appreciation and Recognition Program (TARP). The Utah Local Government Trust (ULGT) has developed a Team Appreciation & Recognition Program whereas member cities can earn a refund of 5% of their insurance premiums. The potential savings from the last fiscal year budget could have been \$5,500. The cost of the TARP program this fiscal year would be \$3,800. Johnson said city employees will be divided into three teams based on their work schedule and teams that do not have any accidents (worker's comp, auto accidents, etc.) will receive a \$25 Amazon gift card each quarter. The ultimate goal is to have the safest environment possible for employees and incentives will help to achieve that goal. She said the program would be introduced to staff at the next all hands staff meeting. She reported that the ULGT did a safety inspection the prior week of City Hall to follow ensure compliance with the Occupational Safety and Health Administration requirements. They identified 10 items that needed to be fixed:

- monthly inspection documentation
- dark exit sign - storage room
- ladders and table not properly secured – storage room
- open ceiling panels - exercise room
- fall hazard – upstairs over storage room

- open junction box - storage room
- outlet cover - storage room
- first aid kit in break room needs gloves and CPR mask
- fire extinguisher inspection records
- trip hazard city office - fixed

Council Member Uipi suggested that front office staff be trained on how to open mail and observe suspicious activity. Johnson said she would meet with department directors to ensure the inspectors and field employees were using proper equipment properly.

Johnson went over a 5-year concept for budget planning. She asked the rhetorical questions: What is the future of Millcreek City Hall? What is the City's vehicle replacement schedule? What is the City's computer hardware replacement schedule? Johnson put the current budget into a graph showing sources (revenue) and uses (expenses) figures over five years and showed it to the Council. She highlighted the Unified Police Department Contract portion by creating a component of growth of 3.5% and then matched property tax revenue to meet that for five years. She said the City should start somewhere to begin to plan for the future. She then showed the General Fund sources and uses over the next five years. She showed the bottom line with current trends which reflected sources being less than uses in the next four years. Council Member Marchant asked about the incorporation of the increased redevelopment revenues from the city center. Johnson said she was conservative in her sales tax estimates and extra revenue generated in property tax will pay for the bond. She asked the Council to think about what they would need to do now to start financially planning for the future. Mayor Silvestrini brought up the potential storm water maintenance fee as a revenue source. Johnson said she would work on setting debt policies and would have the strategic plan updated for the next work meeting.

1.4 Mayor and Council's Discretion on Discussion Topic

Mayor Silvestrini said at the next Council work meeting, Travis Jones from Rocky Mountain Power would come to discuss H.B. 411. The bill allows cities to opt into a renewable energy program by 2030. The Council must adopt a resolution by December 31, 2019 that will commit the City to pay for a rate making study by Rocky Mountain Power which would assess what it would cost Millcreek to get all energy from renewable sources. The study would help the Council know what the rate would be for Millcreek residents. If the Council decided to then move forward, they would adopt an ordinance based on the information from the study saying that Rocky Mountain Power would give notice to residents to opt into the renewable energy program. He said of the comments he has received on the matter, about half were in favor and half were against Millcreek opting in. He said other cities have not adopted a resolution yet that complies with the bill. Council Member Marchant asked about getting input from a source who may be opposed to the opt in.

Mayor Silvestrini said he met with Salt Lake City representatives last week about boundary adjustments. Both cities will adopt a resolution on why considerations for boundary adjustments should be made. The resolution also considers adoption of an interlocal agreement that is subject to public engagement. The boundary adjustment includes the property in the city center between Miller Avenue and Woodland Avenue and 1300 East and Highland Drive and the property around the 2300 East roundabout. He

said the tax revenue currently generated by those properties (about \$61,000) would be given to Salt Lake City annually for 10 years and the agreement states that Millcreek will not promote or pursue legislation regarding the Brickyard Plaza. The resolution would initiate the process of the boundary adjustment and adoption of the interlocal agreement. The boundary adjustment process is a statutory process and the adjustment will not take effect until July 1, 2020. He said there would be a joint press conference on September 3rd. The Salt Lake City Council will hear the resolution at their meeting on September 3rd and then on September 17th. The Millcreek Council will hear the resolution on September 9th and September 23rd. The resolution says each city is adopting the interlocal agreement and the interlocal agreement is subject to being voided if the public process does not go according to plan. A public hearing will then be set for not less than 60 days from the adoption of the resolution. After the public hearing, the public can then file a protest. If there is no protest, then each Council will adopt an ordinance. The cities will file a local entity plan by December 31st. The County Surveyor will prepare the plats. Mayor Silvestrini said both cities would work together on the public engagement.

Council Member Marchant asked about going to the FEMA floodplain meetings in September. The Council then discussed their attendance at upcoming meetings.

1.5 Discussion of Correspondence and/or Future Agenda Items

There was no discussion.

ADJOURNED: Council Member Catten moved to adjourn the meeting at 8:02 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