MILLCREEK, UTAH
RESOLUTION NO. 19-XX

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN SALT LAKE CITY CORPORATION AND MILLCREEK REGARDING BOUNDARY ADJUSTMENTS WITH RESPECT TO AN AREA BORDERED BY 1300 EAST STREET, HIGHLAND DRIVE, MILLER AVENUE AND WOODLAND AVENUE, AND THE ROUNDABOUT AT APPROXIMATELY 2300 EAST STREET 2700 SOUTH STREET

WHEREAS, the Millcreek Council ("Council") met in regular session on September 26, 2019, to consider, among other things, a resolution authorizing an interlocal agreement between Salt Lake City Corporation and Millcreek regarding boundary adjustments with respect to an area bordered by 1300 East Street, Highland Drive, Miller Avenue and Woodland Avenue, and the roundabout at approximately 2300 East Street 2700 South Street; and

WHEREAS, Salt Lake City and Millcreek agree on the value of collaborating as neighbors; and

WHEREAS, elected officials in both municipalities recognize the importance of precedent, predictable public policy and of preserving stable and reliable boundaries, and

WHEREAS, the established boundaries of an entity are a key factor in the stability of that entity and its constituents; and

WHEREAS, Salt Lake City admires and respects the work that the new city of Millcreek has undertaken for its creation and development, particularly in respect of planning for future growth in a new "city center" adjacent to Salt Lake City and integrated with Salt Lake City's own plans for future growth; and

WHEREAS, Millcreek admires and respects Salt Lake City's leadership in planning for growth which incorporates transit, affordable housing and strives to mitigate congestion and improve air quality; and

WHEREAS, both Salt Lake City and Millcreek recognize the challenges to coherent planning presented by the small area of Salt Lake City bisecting Millcreek's proposed city center project located between Woodland and Miller Avenues between 1300 East (Richmond) and Highland Drive and a separate location consisting of the roundabout located near 2300 East and I80; and the cities have proposed boundary changes in the Interlocal Agreement that facilitate Millcreek's City Center Master Plan; and

WHEREAS, the boundaries existing as of the date of the incorporation of Millcreek as modified by the Interlocal Agreement are recognized and supported by both entities as a matter of public policy now and in the future; and

WHEREAS, the cities recognize and welcome the mutual needs, as well as rich opportunities for interface at the shared border, including future cooperation and collaboration in

transportation and redevelopment efforts to make the Greater Brickyard Area and Millcreek's City Center function as an attractive area for residents of both cities to live, work and play; and

WHEREAS, cities are established under Utah law through a defined process and a component of that process demonstrates to the future taxpayers that the proposed City can sustain itself under the parameters outlined by that proposed City and supported by its voters; and

WHEREAS, each City holds the tools and the authority to incentivize development within its own City boundaries to enhance economic bases, and also has the authority to levy taxes and fees within its respective boundaries; and

WHEREAS, each City is responsible to provide, contract for or otherwise arrange public safety and other local government services within its jurisdiction but not outside its jurisdiction, except as cities assist abutting entities within the professional reciprocal mutual aid standards; and

WHEREAS, Millcreek and Salt Lake City are committed to providing services within their own respective boundaries; and

WHEREAS, methods are available to track and confirm that the appropriate entity is furnishing the public safety and other services within its boundaries and each City has access to such data and is committed to monitoring service delivery, providing information to the public and promptly addressing issues should any arise; and

WHEREAS, the cities agree that municipal land use decisions and redevelopment efforts should be made cooperatively, especially where City boundaries are concerned; and

WHEREAS, Salt Lake City and Millcreek continued and concluded successful, amicable negotiations once concerns of third-party intervention were removed; and

WHEREAS, elected officials from Salt Lake City and Millcreek have convened to share vision, decide on mutual expectations and identify shared goals; and

WHEREAS, in an urban environment it is improbable that City boundaries would be ideal in the view of all parties, where imperfect boundaries exist, process is established in Utah law for making adjustments; and

WHEREAS, the cities have explored a number of possibilities, and decided to propose the boundary adjustments and related terms referenced by the Interlocal Agreement; and

WHEREAS, the boundary adjustment at issue would be undertaken to accommodate a unique circumstance to accommodate the continuous development of the Millcreek city center, and would provide Salt Lake City with compensation deemed fair and equitable by its elected officials;

WHEREAS, Utah Code Ann.§ 10-2-419 requires that the legislative body of each municipality intending to adjust a boundary that is common with another municipality to adopt a resolution indicating the intent of said legislative body to adjust the common boundary; and

WHEREAS, Salt Lake City, and Millcreek desire to adjust their common boundaries at one location situated between Woodland and Miller Avenues and between 1300 East (Richmond) and Highland Drive, and a separate location consisting of the roundabout located near 2300 East and I80. A map showing the approximate locations of the adjustments of the properties is attached hereto; and

WHEREAS, Salt Lake City and Millcreek have prepared the attached Interlocal Agreement to memorialize their understanding regarding the proposed boundary adjustment and related terms and conditions; and

WHEREAS, the Millcreek Council hereby indicates its intent to adjust the common boundaries with Salt Lake City as shown on the map attached hereto subject to the Interlocal Agreement; and

WHEREAS, the Council finds that the boundary adjustment meets the standards established by Utah Code Ann. § 10-2-419.

NOW, THEREFORE, BE IT RESOLVED that it is the intent of the Council to adjust the common boundaries as described herein unless a protest as provided in Utah Code Ann.§ 10-2-419 is received against the proposed boundary adjustment.

BE IT FURTHER RESOLVED that Salt Lake City will not seek state intervention to change its boundary with Millcreek without Millcreek's express consent, and Millcreek will not seek state intervention to change its boundary with Salt Lake City without Salt Lake City's express consent; and

BE IT FURTHER RESOLVED that Salt Lake City and Millcreek agree that if a dispute arises with regard to their mutual boundary or other circumstances related to the Interlocal Agreement, the dispute will be settled through negotiation; if negotiation is unsuccessful, the parties will attempt good-faith resolution through mediation before resorting to other dispute resolution procedures; and

BE IT FURTHER RESOLVED that Millcreek and Salt Lake City agree that no further adjustment of their boundary, beyond the adjustments described herein, is required or advisable, now or in the future, in the Greater Brickyard Area, and that this understanding is integral to the willingness of Salt Lake City and Millcreek to agree to the Interlocal Agreement; and

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

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

PASSED AND APPROVED by the Council this 26th day of September, 2019.

MILLCREEK

_____

Jeff Silvestrini, Mayor

_____

Elyse Greiner, City Recorder

Roll Call Vote:		
Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

Interlocal Cooperative Agreement

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "*Agreement*") is made effective _____ 2019 by and between the **SALT LAKE CITY**, a municipal corporation of the state of Utah ("*Salt Lake*") and **MILLCREEK**, a municipal corporation of the state of Utah ("*Millcreek*"). Salt Lake and Millcreek are each referred to herein as a "*Party*" and are collectively referred to herein as the "*Parties.*"

R E C I T A L S:

A. Two certain parcels of real property located near Millcreek are presently situated within the corporate limits of Salt Lake (the parcels are hereafter collectively referred to as the "*Property*"). Maps showing the boundaries of the Property are attached hereto as exhibit "A."

B. The Property is adjacent to portions of the common boundary between Salt Lake and Millcreek as illustrated in exhibit "A."

C. Millcreek has requested that pursuant to Utah Code Ann. § 10-2-419 the common boundary between Millcreek and Salt Lake be adjusted to cause the Property to be included within the corporate limits of Millcreek.

D. Salt Lake has agreed to adjust the common boundary between Salt Lake and Millcreek with respect to the Property provided that (1) certain real and personal property taxes generated from the Property be remitted to Salt Lake, (2) certain point of sale sales taxes from sales transactions associated with the Property be remitted to Salt Lake, and (3) Millcreek shall not encourage and/or support legislation to change the boundaries between Millcreek and Salt Lake with respect to an area known as the Brickyard.

E. The Parties desire to enter into an "interlocal agreement" pursuant to the authority granted in the Interlocal Cooperation Act (Utah Code Ann. § 11-13-101, *et seq*.) (the "*Interlocal Act*"), and more specifically Utah Code Ann § 11-13-215 that provides in part that a city may, at the discretion of the local governing body, share its tax and other revenues with other cities.

F. The Parties are "public agencies" and cities for purposes of the Interlocal Act, and, consequently, are authorized to enter into this Agreement.

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

AGREEMENT:

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

Section 1. **Boundary Adjustment**.

A. Unless, at or before the hearing described Utah Code Ann. §10- 2-419 (2)(b), a written protest to the adjustment is properly filed by a person described in Utah Code Ann. § 10-2-419 (3)(d)(i) or (ii), the Parties agree that on or before _____ each party will adopt an

ordinance approving the adjustment of their common boundaries for the area identified in the Property as further described and depicted in exhibit "A". The Parties agree to promptly pursue all requirements/filings to consummate the boundary adjustment contemplated herein.

B. The Parties also agree to execute any easements necessary to preserve Salt Lake's unencumbered access to utilities within the new Millcreek boundary, which easements will be recorded at the time of the filings to consummate the boundary adjustments.

Section 2. **Revenue/Tax Sharing**. Millcreek agrees to pay to Salt Lake a total aggregate amount of $610,000.00 ("Revenue Share") payable in ten consecutive equal payments of $61,000.00 each, beginning on February __, 2020, and continuing on the same day of February of each year thereafter until paid in full. Millcreek's obligation to pay the Revenue Share is specifically conditioned on the boundary adjustment being effective as set forth in Utah Code Ann. § 10-2-425.

Section 3. **Legislation**. Millcreek agrees not encourage and/or support legislation to change the boundaries between Millcreek and Salt Lake with respect to an area known as the Brickyard, and Millcreek acknowledges that this understanding is a material consideration and is integral to the willingness of the Parties to enter into this Agreement. Further Salt Lake will not disparage Millcreek or any of its employees, agents, attorneys, or elected officials regarding any issue related to the subject matter of this Agreement. Likewise, Millcreek will not disparage any of Salt Lake employees, agents, attorneys or elected officials regarding any issue related to the subject matter of this Agreement. The agreements not to disparage shall be enforceable notwithstanding any truth or falsity of the disparaging statement.

Section 4. **Conflict Resolution**. In the event of a dispute between the Parties regarding this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that representatives of each of the Parties will meet as soon as practical to discuss and attempt to resolve the dispute. If the Parties do not agree, then the dispute shall be resolved pursuant to Section 9 below.

Section 5. **Indemnity**. The Parties are governmental entities under the "Governmental Immunity Act of Utah" (Utah Code Ann. § 63G-7-101, *et seq*.) (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each of the Parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. No Party waives any defenses otherwise available under the Immunity Act nor does any Party waive any limits of liability currently provided by the Immunity Act.

Section 6. **Term**. This Agreement shall be effective immediately upon its full execution and delivery. This Agreement shall terminate on _____ if the boundary adjustments described in Section 1 have not been completed by that date. If not sooner terminated, this Agreement shall terminate on 30 June 2069.

Section 7. **Additional Interlocal Act Issues**.

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

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

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

Section 8. **Notice**. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two business days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Salt Lake City:	Salt Lake City Attn: Salt Lake City Mayor's Office
With a copy to:	Salt Lake City Council Office 451 S. State Street, Room 304, Salt Lake City, Utah 84114-
With a copy to:	Salt Lake City Attorney 451 S. State Street, Room 505A Salt Lake City, Utah 84114-5478
Millcreek:	MILLCREEK Attn. Jeff Silvestrini 3330 South 1300 East Millcreek, UT 84106
With a copy to:	John N. Brems BREMS LAW c/o 3330 South 1300 East Millcreek, UT 84106

Section 9. **Claims and Disputes**. Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

Section 10. **Titles and Captions**. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and

shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

Section 11. **Pronouns and Plurals**. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

Section 12. **Applicable Law**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 13. **Integration**. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

Section 14. **Time**. Time is the essence of this Agreement.

Section 15. **Survival**. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 16. **Waiver**. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 17. **Rights and Remedies**. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

Section 18. **Severability**. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 19. **Litigation Expenses**. If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

Section 20. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 21. **Approval by Attorneys**. This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with Utah Code Ann. § 11-13-202.5.

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

ATTEST: **SALT LAKE CITY**

_____ By: _____
_____, Recorder _____

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

By:_____
Jaysen Oldroyd, Senior City Attorney

ATTEST: **MILLCREEK**

_____ By: _____
Elyse Greiner, Recorder **Jeff Silvestrini**, Mayor
Date signed: _____ Date signed: _____

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

By:_____
John N. Brems, City Attorney
Date Signed:_____

Exhibit A
(Maps showing the common boundary between Salt Lake and Millcreek)

2300 E LOOP/HERITAGE WAY BOUNDARY ADJUSTMENT

CANYON RIM • MT. OLYMPUS
MILLCREEK
EAST MILL CREEK • MILLCREEK

SALT LAKE CITY
OFFICE of the MAYOR

Published:
28 August 2019

Sources:
Utah State AGRC
Salt Lake County
Millcreek

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I-80 Exit 127 2300 East/Holladay

Parley's Trail

Berkeley Cir

2700 S

Vimont Ave

2300 E

2730 S

2300 E Rnd

2320 E

Salt Lake City

Heritage Way

- Map Legend -
- Boundary Adjustment
- Parcels
- CityBoundary

0 0.01 0.03 0.06 Miles

Spatial Reference: NAD 1983 StatePlane Utah Central FIPS 4302 Feet

Path: G:\GIS\Projects\2019\Economic Development\Expansion Boundaries.aprx

N

MILLER AVE WOODLAND BOUNDARY ADJUSTMENT

OFFICE *of the* MAYOR

Published:
28 August 2019

Sources:
Utah State AGRC
Salt Lake County
Millcreek

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- Map Legend -
- Boundary Adjustment
- Parcels
- CityBoundary

0 0.01 0.01 0.03 Miles

Spatial Reference: NAD 1983 StatePlane Utah Central FIPS 4302 Feet
Path: G:\GIS\Projects\2019\Economic Development\Expansion Boundaries.aprx

N

3330 South 1300 East
Millcreek, UT 84106
801-214-2700
millcreek.us

File # ZM-19-015

City Council Staff Report

Meeting Date: 21 September 9 2019

Applicant: Midway Hospitality Partners, LLC

Property Address: Approximately 3898 East Thousand Oaks Circle

Parcels:

(22-01-332-013-0000) (22-01-402-009-0000)
(22-01-376-001-0000) (22-01-403-025-0000)
(22-01-332-012-0000) (22-01-403-023-0000)

Request: (1) Rezone from R-1-21 to R-1-10, (2) Adjust the boundary of the Foothills and Canyon Overlay (FCOZ) Zone and Residential Compatibility Overlay (RCOZ) Zone, and (3) Request a setback reduction from 30 feet to 18 feet for a project located approximately at 3898 East Thousand Oaks Circle.

Zone: R-1-21

Community Council: Mount Olympus Community Council

Prepared By: Robert May, Planner

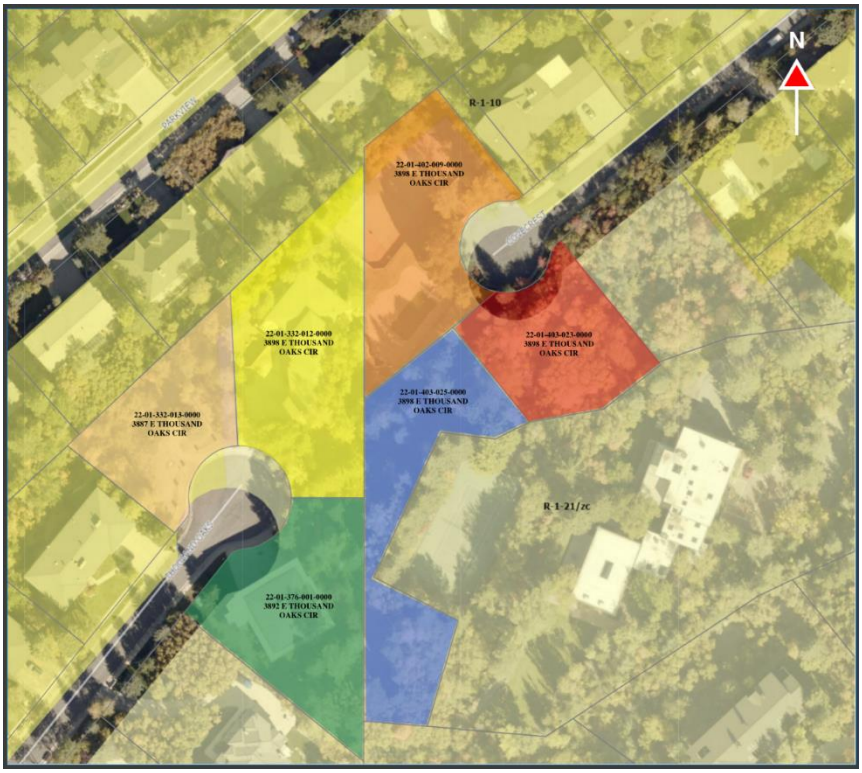
SYNOPSIS AND SCOPE OF DECISION

The applicant, Midway Hospitality Partners LLC is petitioning the City Council to rezone two properties located approximately at 3898 East Thousand Oak Circle from R-1-12 to R-1-10 in order to facilitate the development of a 5-Lot Subdivision. The applicant is also proposing a zone map amendment to adjust the Foothills and Canyons Overlay Zone boundaries (FCOZ) in an effort to eliminate one of the proposed lots from its requirements. Lastly, the applicant is requesting a setback reduction from 30 feet to 18 feet for three of the lots within the project.

Request: **Rezone from R-1-21 to R-1-10, adjust FCOZ and reduce setbacks** **File #: ZM-19-015**

SITE & VICINITY DESCRIPTION

Figure 1: Aerial View



*Color coated parcels is merely for easy identification of parcel boundaries

Figure 2: Zoning map

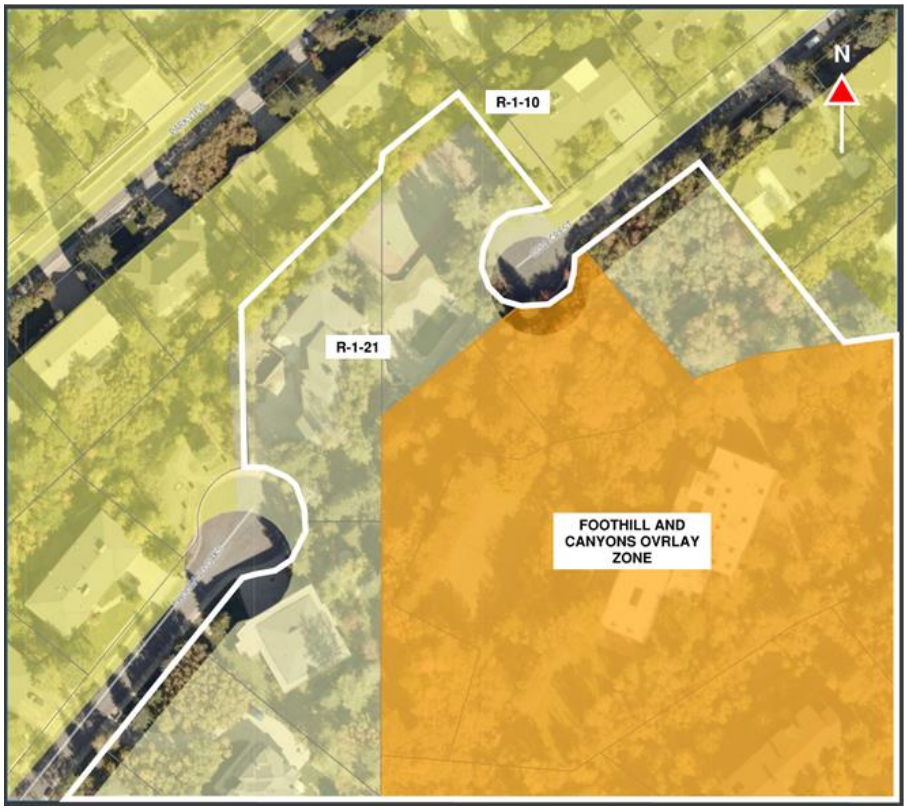
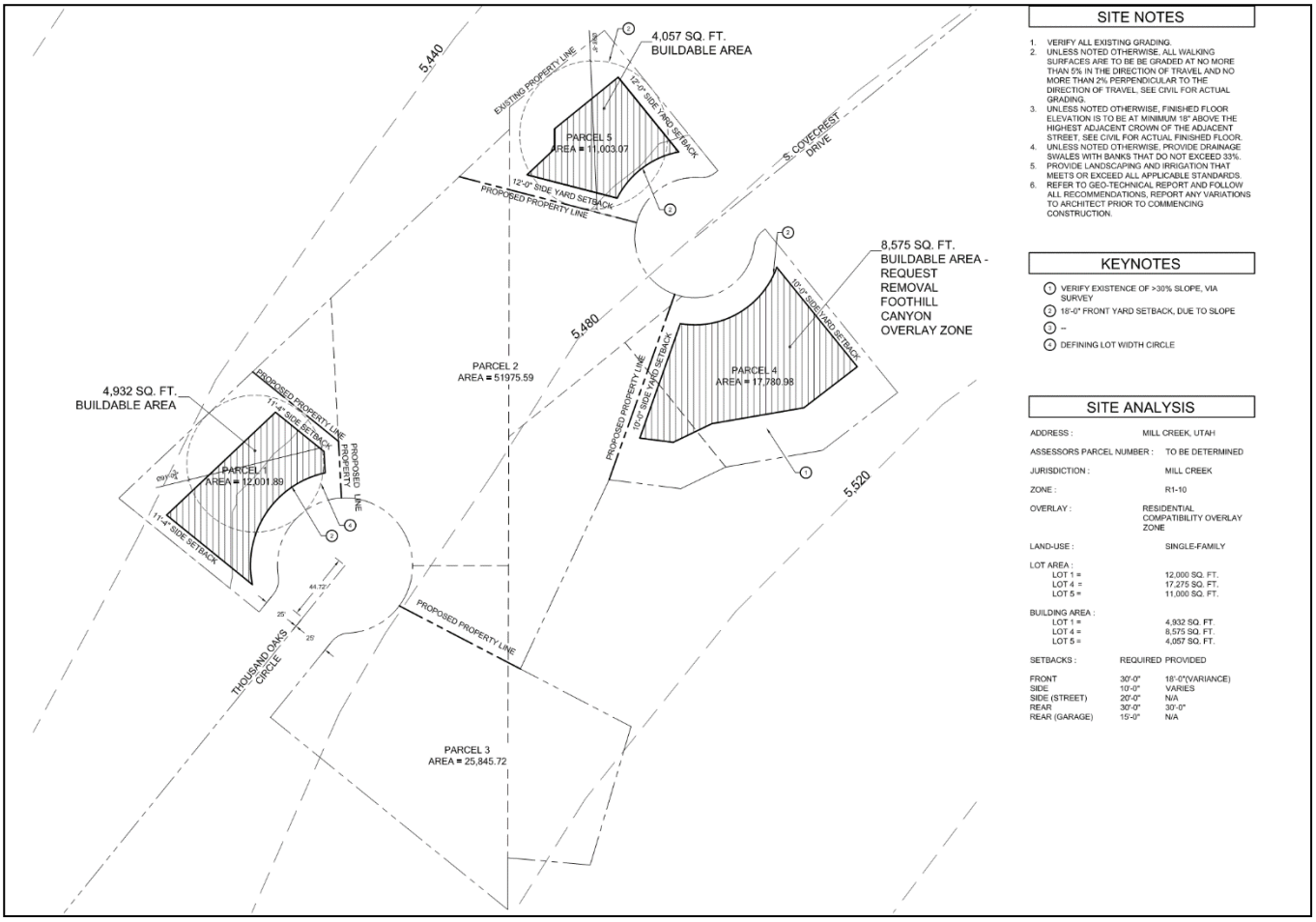


Figure 3: Proposed site plan illustrating 5 parcels



PROJECT INFORMATION

HISTORY

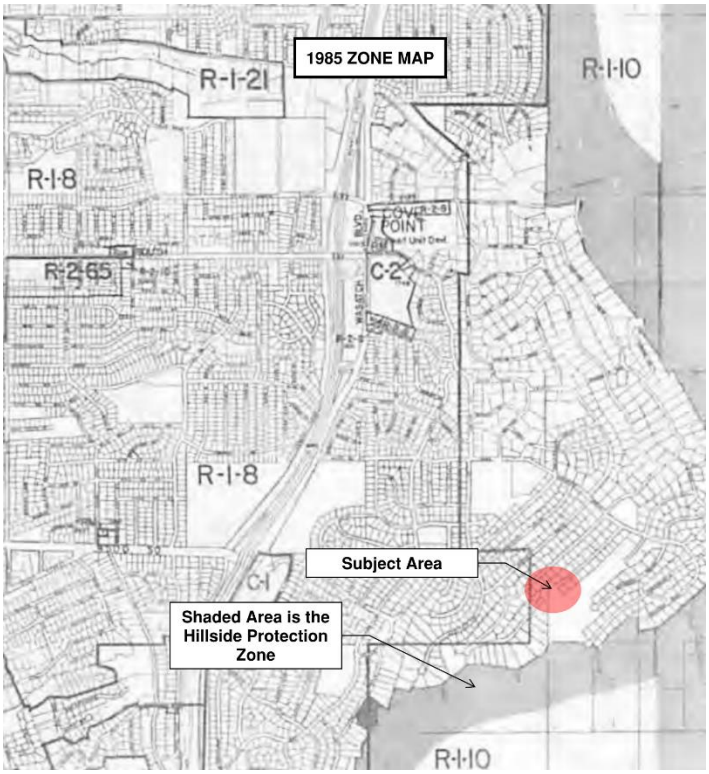
Between 1953 and approximately 1996, the subject parcels and a large majority of Olympus Cove have been under a zoning designation that has only required a minimum lot area of 10,000 square feet. The County had adopted a zone (R-1B and later R-1-21) requiring 21,000 square feet in 1953, however it did not encompass the subject area until the late 1990's.

In 1996 the Board of County Commissioners approved an ordinance that amended Title 19 which among other significant changes to the zoning code repealed the 1980 "Hillside Protection Zone" and re-enacted the "Foothills and Canyons Overlay Zone." This also included a new site development and design standards chapter. Prior to the aforementioned amendment the subject property was not located in the "Hillside Protection Zone". It wasn't until 1996, when the adoption of the new "Foothills and Canyons Overlay Zone" encompassed the property that it became subject to the FCOZ requirements. It is believed that much of the un-developed property in Olympus Cove at the time of the adoption of the new FCOZ was to be included in the boundaries of FCOZ as a safety precaution for future development of these areas.

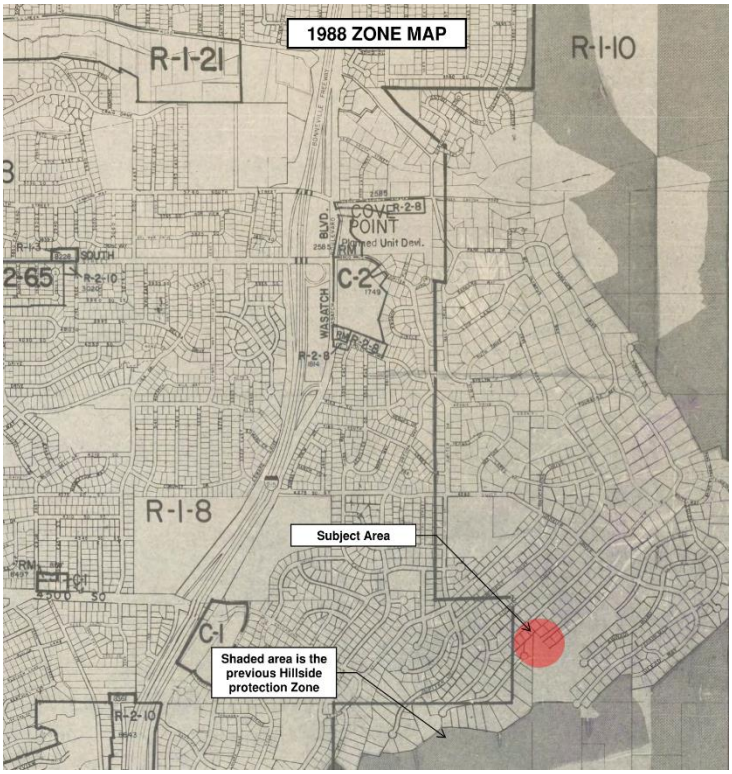
Request: **Rezone from R-1-21 to R-1-10, adjust FCOZ and reduce setbacks**

File #: ZM-19-015

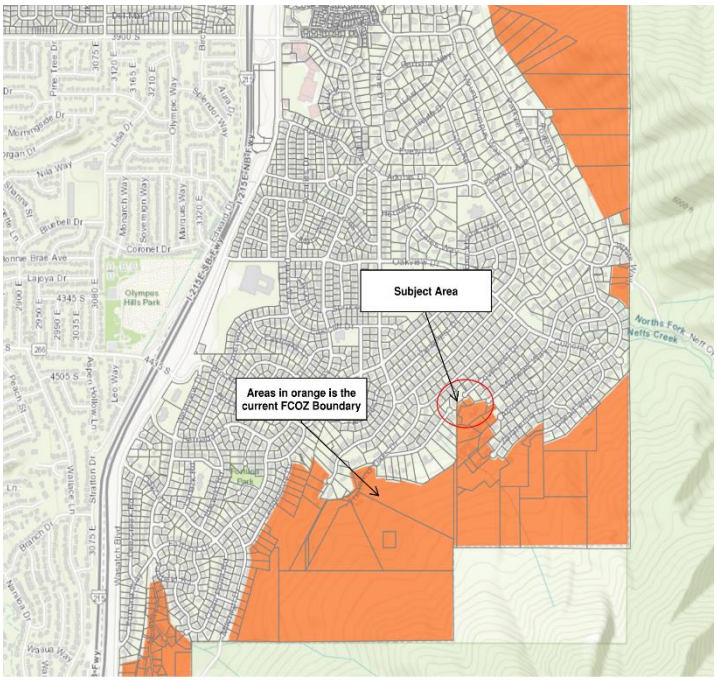
1985 ZONE MAP



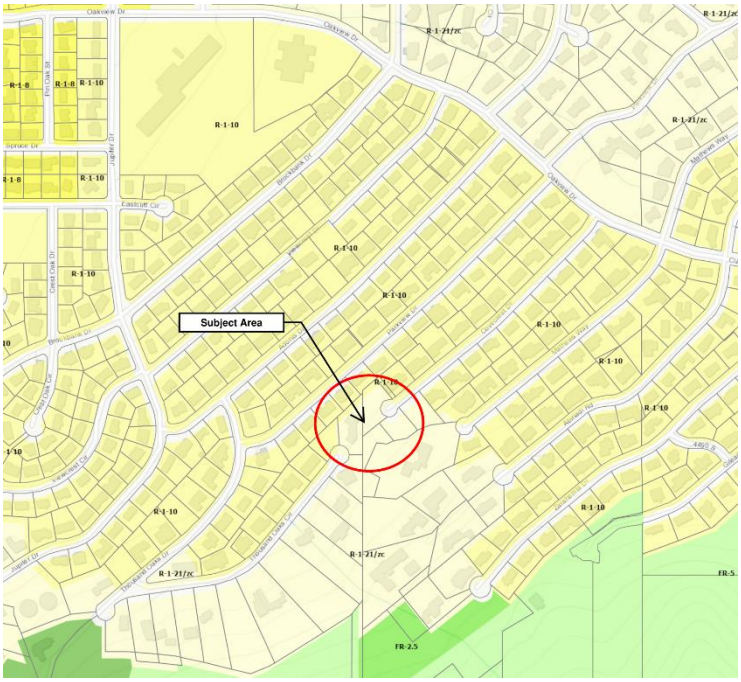
1988 ZONE MAP



CURRENT FOOTHILLS CANYONS OVERLAY ZONE MAP



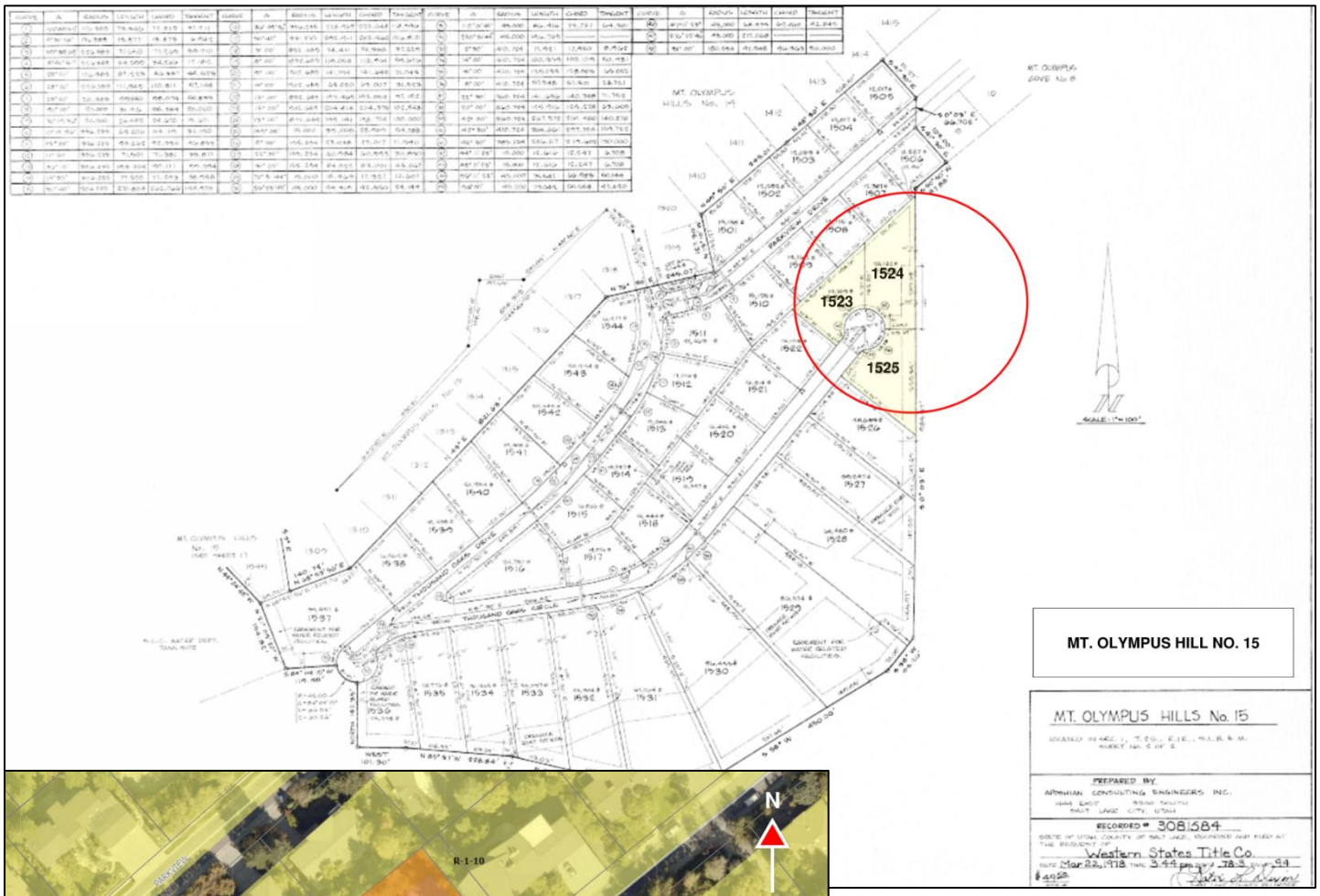
CURRENT ZONE MAP

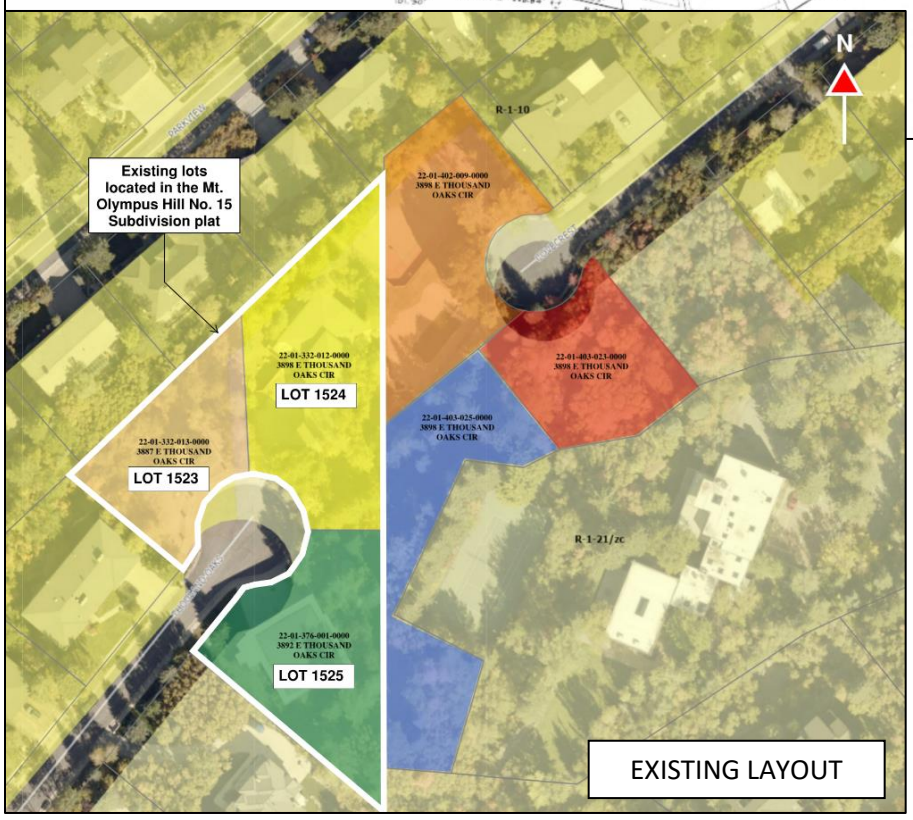


Request: **Rezone from R-1-21 to R-1-10, adjust FCOZ and reduce setbacks** **File #: ZM-19-015**

EXISTING TO PROPOSED

The six (6) subject properties are currently located between Thousand Oaks Circle cul-de-sac and the Covecrest Drive cul-de-sac. Three (3) of the six subject parcels accessed from Thousand oaks Circle are recognized as lots 1523, 1524, and 1525 of the Mt. Olympus Hill No. 15 Subdivision plat recorded in 1978.





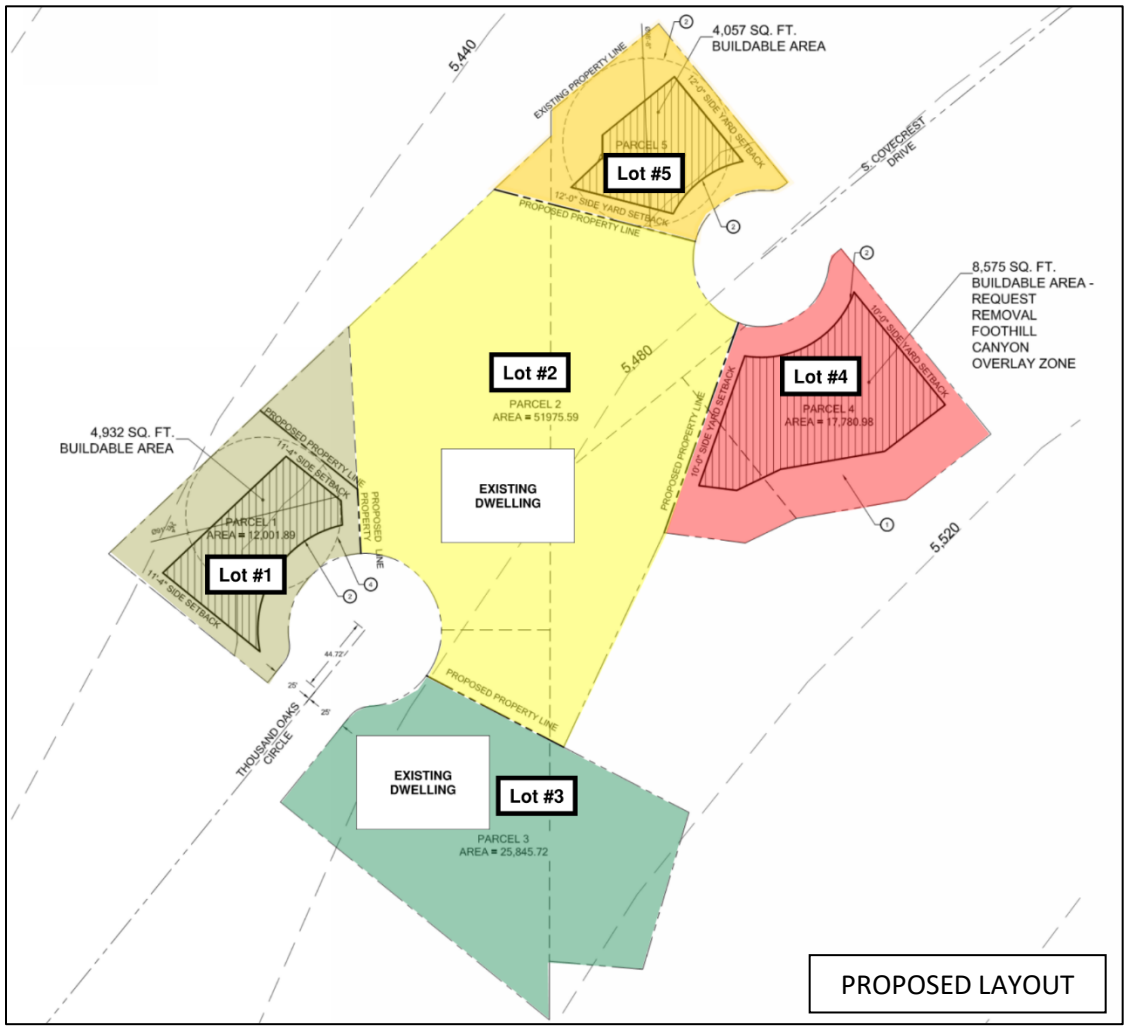
Lot #1523 is vacant. Lots #1524 and #1525 each have single-family dwellings located on them.

The remaining 3 subject parcels are vacant and are not part of a platted subdivision. Staff research indicates that the three parcels were created in the late 1980's from a larger 4.71-acre parcel. The remaining non-platted lots consist of a swimming pool, tennis court and other accessory structures. Some of which straddle and cross property lines.

Request: **Rezone from R-1-21 to R-1-10, adjust FCOZ and reduce setbacks** **File #: ZM-19-015**

Two of the parcels could be accessed from Covecrest Drive. All of the subject parcels with exception of Lot #1523 (R-1-10) of the Mt. Olympus Hill No. 15 Subdivision plat are zoned R-1-21.

The developer is proposing a plan that is a series of property boundary changes that will result in a 5-lot subdivision plat or plat amendment. The plan requires two of the proposed lots (proposed lot #4 and #5) to be rezoned from R-1-21 to R-1-10 to meet minimum property area requirements which is consistent to the zoning of the adjoining properties along Thousand Oaks Circle and Covecrest Drive. The developer is also seeking to adjust the boundary of the Foothill and Canyon Overlay Zone FCOZ.
By doing so, proposed lot #4 (**Color coded red**) is removed from the FCOZ and becomes subject to the Residential Compatibility Overlay (RCOZ) Zone and will be consistent with the adjoining properties.



IN SUMMARY

- 5 lots will emerge where 6 lots used to exist, resulting in a slightly smaller density
- Only *proposed* lots #4 and #5 are being rezoned to R-1-10
- *Proposed* lot #1 will remain R-1-10 and *proposed* lot #2 and #3 will remain R-1-21
- Only *proposed* lot #4 is being removed from the FCOZ and placed into the RCOZ

Request: **Rezone from R-1-21 to R-1-10, adjust FCOZ and reduce setbacks** **File #**: **ZM-19-015**

COMMUNITY COUNCIL RECOMMENDATION

At the Mount Olympus Community Council meeting held August 13, 2019, details of the applicants proposal ZM-19-015 were discussed by staff and the applicant. Engaged discussions between council members, staff and the applicant not only cleared any confusion of the complex proposal but produced a worthwhile conversation that surfaced a few concerns. One concern that was shared by the majority of the council members was the possibility of a drive-thru street (public or private) connecting Thousand Oaks Circle with Covecrest Drive ultimately resulting in an increase in unwanted traffic. Staff responded that although this would be highly unlikely, staff would craft the approval to eliminate any possibility of a thru-street connection.

Another concern was the front yard setback reduction to 18 feet from 30 feet. Although the council did not oppose the reduction, they felt as though it would be more effective to have each lot requesting the reduction to be reviewed case by case by way of an RCOZ Option C. Council members felt a recommendation of approval or denial for the proposed setback reduction at this phase of the development was too presumptuous and did not provide enough information.

A member of the public attending the meeting voiced his concern about one of the lots potentially becoming a Residential Treatment Center. Council member Baird and staff responded that the ability of a property owner to utilize their protected property rights to engage in the development of a Residential Treatment Center was federally protected class and the involvement of Millcreek would play a minor role in its approval.

The Mount Olympus Community Council recommended approval of the proposed rezone and zone map amendment with the condition that Covecrest Drive and Thousand Oaks Circle are prohibited from being connected by way of a private or public street. The recommendation did not include the proposed setback reduction from 30 feet to 18 feet.

PLANNING STAFF ANALYSIS AND FINDINGS

Staff finds that the proposed rezone for two of the proposed lots is in harmony of the general plan and future land use map designated for this specific area of Millcreek. The "Neighborhood 1" zoning designation is preserved by maintaining an R-1 Zoning. Furthermore, staff finds that the proposed rezone is compatible to the existing lot configuration and density along Thousand Oaks Circle and Covecrest Drive.

Staff finds that the proposed zone map amendment to adjust the Foothills and Canyons Overlay Zone (FCOZ) and replace with the Residential Compatibility Overlay Zone (RCOZ) will ensure that the future development of Lot #4 is consistent with the adjoining neighborhood development. Staff finds that applying the requirements of RCOZ to the development will produce a better outcome for the neighborhood in terms of building compatibility and arrangement. Staff finds that by removing Lot #4 from the boundaries of FCOZ will not create a detrimental effect or hazardous outcome due to the topography of the lot being primarily under the 30% slope and not being within any known drainage or avalanche channels. Staff finds that thru the implementation of the Millcreek Code and Subdivision code still reserves the needed protections to safely develop Lot#4.

Staff finds that the request for the reduction in setbacks to 18 feet from 30 feet can be approved through the subdivision plat process which would be the second phase following a successful rezone. Although staff does not oppose the reduction, staff finds that the timing for the request to be more suitable during the platting process which would allow Planning and Engineering staff to review the property's grading and drainage plans along with the slope and topography details. Due to the extreme slopes of each property which is extremely common in the Olympus Cove area, reducing the front yard setback allows for a dwelling footprint to be developed closer to flat surface rather than into the steeper side of the mountain, potentially being more hazardous and obstructing views from below.

Staff finds that the proposed rezone and zone map amendment can be approved based on the findings above and a development agreement that at minimum limits the density and configuration to the application proposal and prohibits a thru street connecting Thousand Oaks Circle and Covecrest Drive.

PLANNING COMMISSION RECOMMENDATION

At their regularly scheduled meeting August 21, 2019, the Millcreek Planning Commission recommended approval of application ZM-19-015 that excluded the request for a reduction of the front yard setback. The Planning Commission recommendation included a condition that a zone condition be placed on the subject properties within the rezone that limits the density to a maximum of 6 lots and a Development Agreement, that at minimum, prohibited a thru street connecting Thousand Oaks Circle and Covecrest Drive.

SUPPORTING DOCUMENTS

1. Application, Affidavits and Cover Letter
2. Proposed Plans and Topography
3. Mount Olympus Community Council Meeting Minutes
4. Neighborhood Meeting Invitation
5. Draft Development Agreement

Planning and Development Services
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
Millcreek.Utah.gov

File #

Land Use & Development Application

☐ FCOZ ☐ RCOZ ☐ DWSP ☐ RCOZ ☐ Watershed ☐ Over Pressure ☐ Magna Main
☐ Natural Hazards ☑ Other Lot Line Adjustment

Zone: _____ Community Council: _____ Planner: _____
Parent File #: _____ Date: _____

Property Address: 3898 E Thousand Oaks Circle Parcel #: See Below List of 6 parcels
Name of Project Thousand Oaks Properties Property Acreage: Approx 2.71

Please describe your request:
Lot Line Adjustment of 6 parcels to 5 parcels
Parcel 1- #22-01-332-013-0000, Par 2- #22-01-332-012-0000, Par 3-#22-01-376-001-0000, Par 4-#22-01-403-023-0000, Par 5-#22-01-403-025-0000, Par 6-#22-01-402-009-0000

New Development:
- ☐ Conditional Use
- ☐ Permitted Use
- ☐ Subdivision # lots: _____
- ☐ PUD #lots: _____

Modify an Existing Development:
- ☐ Change Conditions of Approval
- ☐ Change the Site Plan
- ☐ Condo Conversion
- ☐ Lot Consolidation
- ☐ Lot Line Adjustment
- ☐ Mobile Store
- ☐ Signs
- ☐ Billboards

Other:
- ☐ Exception Request
- ☐ General Plan Amendment
- ☐ GRAMA (Records Request)
- ☐ Land Use Hearing
- ☐ Non-Conforming
- ☐ RCOZ Appeal (Option C)
- ☐ Research Request
- ☐ Re-zone
- ☐ Right-of-Way Improvement Permit
- ☐ Vacate a Street

Is a key or gate code required to access the property? ☑ Yes ☐ No If yes, code: see notes
(or provide driving directions to property):
Contact Rachel Lambert for access to property 24 hrs in advance and a time will be scheduled to meet for full access. cell phone 602-885-2342

APPLICANT'S NAME:

First: James Bradley Last: Wagstaff Initial: _____

Address: 210 E Main St, Suite 109 City: Midway State: UT Zip: 84049

Phone: _____ Cell: 435-709-1004 Email: BradW@mogulcapital.com

Property Owner(s):

First: Midway Hospitality ~~Last:~~ Partners, LLC Initial: _____

Address: 210 E Main St, Suite 109 City: Midway State: US Zip: 84049

Phone: _____ Cell: 435-709-1004 Email: BradW@mogulcapital.com

Professional(s): ☐ Engineer ☑ Architect ☐ Other

Company: Chrysalis Architecture Contact: Richard Wilmot

Address: 3914 E Presidential Dr City: Meridian State: ID Zip: 83642

Phone: _____ Cell: 208-596-1565 Email: rw@chrysalis-architecture.com

**NOTE: all correspondence will be sent to the applicant's address:*

To facilitate the land use notice and review process, the undersigned hereby authorize the County to reproduce this *application and all documents attached to the application* for staff, officials, and the interested public:

Applicant's Signature: _____ Date 7/16/19

Planning and Development Services
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
Millcreek.Utah.gov

File #

AFFIDAVIT – Property Owner

STATE OF UTAH }
Wasatch } ss
COUNTY OF ~~SALT LAKE~~ }

I (we) Midway Hospitality Partners, LLC, Brad Wagstaff, Managing Member being duly sworn, depose and say that I (we) am (are) the owner(s) of the property(s) located at:

Parcel (4) # 22-01-403-023-0000.

My (our) signature below attests that I (we) have reviewed the proposal by Chrysalis Architecture requesting review and approval of Lot Line Adjustment and that I (we) consent to the statements and information provided in the attached plans and exhibits and that all information presented is true and correct to the best of my (our) knowledge.

Property Owner Bradley Wagstaff

Property Owner Bradley Wagstaff

Subscribed and sworn to me this 16th day of July, 2019.

AMANDA BILLINGS
Notary Public
State Of Utah
My Commission Expires 11/04/2019
COMMISSION NO. 686284

Notary: Amanda Billings

Residing in ~~Salt Lake~~ County, Utah
Wasatch

Planning and Development Services
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
Millcreek.Utah.gov

File #

AFFIDAVIT – Property Owner

STATE OF UTAH }
Wasatch ~~Salt Lake~~ ss
COUNTY OF ~~SALT LAKE~~ }

I (we) Midway Hospitality Partners, LLC, Brad Wagstaff, Managing Member being duly sworn, depose and say that I (we) am (are) the owner(s) of the property(s) located at:

Parcel (6) # 22-01-402-009-0000.

My (our) signature below attests that I (we) have reviewed the proposal by Chrysalis Architecture requesting review and approval of Lot Line Adjustment and that I (we) consent to the statements and information provided in the attached plans and exhibits and that all information presented is true and correct to the best of my (our) knowledge.

Property Owner Brad Wagstaff

Property Owner Bradley Wagstaff

Subscribed and sworn to me this 16th day of July, 2019.

Notary: Amanda Billings

Residing in ~~Salt Lake~~ County, Utah
Wasatch ~~SL~~

AMANDA BILLINGS
Notary Public
State Of Utah
My Commission Expires 11/04/2019
COMMISSION NO. 686284

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2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
Millcreek.Utah.gov

File #

AFFIDAVIT – Property Owner

STATE OF UTAH }
} ss
COUNTY OF ~~SALT LAKE~~ Wasatch }

I (we) Midway Hospitality Partners, LLC, Brad Wagstaff, Managing Member being duly sworn, depose and say that I (we) am (are) the owner(s) of the property(s) located at:

Parcel (1) # 22-01-332-013-0000.

My (our) signature below attests that I (we) have reviewed the proposal by Chrysalis Architecture requesting review and approval of Lot Line Adjustment and that I (we) consent to the statements and information provided in the attached plans and exhibits and that all information presented is true and correct to the best of my (our) knowledge.

Property Owner [signature]

Property Owner Bradley Wagstaff

Subscribed and sworn to me this 16th day of July, 2019.

Notary: [signature]

Residing in ~~Salt Lake~~ County, Utah
Wasatch

AMANDA BILLINGS
Notary Public
State Of Utah
My Commission Expires 11/04/2019
COMMISSION NO. 686284

Planning and Development Services
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
Millcreek.Utah.gov

File #

AFFIDAVIT – Property Owner

STATE OF UTAH }
Wasatch AB } ss
COUNTY OF ~~SALT LAKE~~ }

I (we) Midway Hospitality Partners, LLC, Brad Wagstaff, Managing Member being duly sworn, depose and say that I (we) am (are) the owner(s) of the property(s) located at:

Parcel (3) # 22-01-376-001-0000.

My (our) signature below attests that I (we) have reviewed the proposal by Chrysalis Architecture requesting review and approval of Lot Line Adjustment and that I (we) consent to the statements and information provided in the attached plans and exhibits and that all information presented is true and correct to the best of my (our) knowledge.

Property Owner Bradley Wagstaff

Property Owner Bradley Wagstaff

Subscribed and sworn to me this 16th day of July, 2019.

AMANDA BILLINGS
Notary Public
State Of Utah
My Commission Expires 11/04/2019
COMMISSION NO. 686284

Notary: Amanda Billings

Residing in ~~Salt Lake~~ County, Utah
Wasatch AB

Planning and Development Services
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
Millcreek.Utah.gov

File #

AFFIDAVIT – Property Owner

STATE OF UTAH }
Wasatch } ss
COUNTY OF ~~SALT LAKE~~ OB }

I (we) Midway Hospitality Partners, LLC, Brad Wagstaff, Managing Member being duly sworn, depose and say that I (we) am (are) the owner(s) of the property(s) located at:

Parcel (5) # 22-01-403-025-0000.

My (our) signature below attests that I (we) have reviewed the proposal by Chrysalis Architecture requesting review and approval of Lot Line Adjustment and that I (we) consent to the statements and information provided in the attached plans and exhibits and that all information presented is true and correct to the best of my (our) knowledge.

Property Owner Brady Wagstaff

Property Owner Bradley Wagstaff

Subscribed and sworn to me this 16th day of July, 2019.

Notary: Amanda Billings

Residing in ~~Salt Lake~~ County, Utah
Wasatch OB

AMANDA BILLINGS
Notary Public
State Of Utah
My Commission Expires 11/04/2019
COMMISSION NO. 686284

Planning and Development Services
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
Millcreek.Utah.gov

File #

AFFIDAVIT – Property Owner

STATE OF UTAH }
} ss
COUNTY OF ~~SALT LAKE~~ Wasatch OB }

I (we) Midway Hospitality Partners, LLC, Brad Wagstaff, Managing Member being duly sworn, depose and say that I (we) am (are) the owner(s) of the property(s) located at:

Parcel (2) # 22-01-332-012-0000.

My (our) signature below attests that I (we) have reviewed the proposal by Chrysalis Architecture requesting review and approval of Lot Line Adjustment and that I (we) consent to the statements and information provided in the attached plans and exhibits and that all information presented is true and correct to the best of my (our) knowledge.

Property Owner [signature]

Property Owner Bradley Wagstaff

Subscribed and sworn to me this 16th day of July, 2019.

AMANDA BILLINGS
Notary Public
State Of Utah
My Commission Expires 11/04/2019
COMMISSION NO. 686284

Notary: [signature]

Residing in ~~Salt Lake~~ County, Utah
Wasatch OB

MOUNT OLYMPUS COMMUNITY COUNCIL
Meeting Minutes
Millcreek City Hall
August 13, 2019

Introductions
Pledge of Allegiance
Introduction of Council Members

Present:

David Baird, Chair
Kate Johnson
Brian Jorgensen
Richard Williamson
Phong Nyugen
John Knoblock
Charles Pruitt
Kumar Shah

Away:

Ken Smith
Joan Haven

Minutes

The minutes from the June 4 2019 meeting were approved.

Citizen Recognition

Millcreek City and the Mt Olympus Community Council (MOCC) formally recognized Barbara Bruno as an outstanding citizen for her efforts to beautify her neighborhood through routinely collecting and disposing of trash on her regular walks and runs.

REPORTS:

Unified Police Dept. (see Item 1 below)
Unified Fire Auth.

The UFA briefing indicated that fire control and minimization was particularly good this July, and fire incidents decreased throughout the month.

State Legislative Update (Jani Iwamoto) (Patrice Arent)

Jani Iwamoto reported on ongoing issues related to deaf students at Skyline and the presence of cougars in upper Olympus Cove. Upcoming interim issues include medicaid, marijuana, and tax reform. Potential bills include water banking and domestic violence.

Elise Scott reported on behalf of Patrice Arent on Repr.Arent's participation in Public Utility and Energy and Technology committees, and her role as co-chair of the Ethics committee. Notable, she directed the audience to a website to provide input on tax reform. The website is: Strongerfutures.utah.gov

Mayor's Update

Mayor Silvestrini reiterated the success of fire control efforts and mentioned that Millcrrek's Night Out against Crime was also a success.Upcoming events include the August 26 City Council meeting, which will include a discussion of HB 411, Renewable Emergy 2030. An open house on flood mitigation and insurance, specifically related to Neff's Canyon, will be held Sept 17, probably at Churchhill Jr High.

The City has raised $20 million in bonds for the purpose of acquiring land near the new city center for park development. Purchases are underway and should be complete by the end of the year.

A 20% set-aside for development of affordable housing is available to assist in the development and preservation of such housing, probably and most desirably in the form of blended market rate and affordable housing developments.

See https://millcreek.us/Calendar.aspx for more information on these and other events.

Jupiter Jump Update (John Miller)

Construction is likely to be completed in the summer of 2020. The project has not gone out to bid because of the high-demand market driving excessive costs. See https://maps-millcrk.hub.arcgis.com/pages/capital-improvement-projects for more information on this project and other Capitol Improvement projects.

COMMUNITY INPUT:

Angel Vice introduced herself as a candidate for Mayor of Millcreek in the 2019 election.

BUSINESS:

1. UPD briefing and discussion on presence in Mt. Olympus area (Jared Nichols reporting)

UPD crime reports and maps are available at https://www.updsl.org/page_resources_crimeReportMaps.php

Generally crime statistics for the council area are stable. Notably many thefts from cars occur at trailheads. We were reminded that school is starting soon, and to be watchful for children. Parently should avoid parking/stopping in the bike lanes on Wasatch in from of Eastwood.

UPD focussed significant effort on traffic issues in the cove in July, resulting in numerous significant citations, and some arrests (70 hours,. 31 citations, 2 arrests). Speeding is likely to remain an issue and the council requested UPDs continuing presence. Metrics may be available in the form of periodic reports to council chairs, but such reports are issued from HQ, and coordination of data production and reporting with them is necessary.

2. Rezone Application ZM-19-0155 (Thousand Oaks Circle/Covecrest Drive, Midway Hospitality Partners) (Robert May/Francis Lilly/David Baird)

The proposal is to realign six parcels into five, and to include all 5 new parcels on the Residential Compatibility Overlay Zone (RCOZ) (some are presently in FCOZ, Foothill COZ). See attached map for details. RCOZ requirements will include more strict containment on building heights, and the overall proposal will result in slightly less density.

Concerns raised by citizens and council members included increases in traffic, and the possibility that a road could be extended through the property, linking two existing cul-de-sacs.

After considering the various concerns, the council moved to recommend that set-backs not be considered until plans are available, that no thoroughfare (public or private),be allowed, now or in the future, and that the lots be changed and RCOZ applied as proposed. The Planning Commission will make a recommendation to the city council August 21 at 5 pm, Millcreek City Hall.

3. Rocky Mountain Power (RMP) Wildland Fire Risk Mitigation Strategy Update (David Baird)

RMP is developing a proposal to proactively cut off power to certain homes in the MOCC area when dire weather conditions, combined with other factors, increase the risk of accidental fires due to powerlines.The protocol for this action includes a two day advance warning of such conditions. RMP requests that people download their app and include up to date contact information.

This effort will only be focussed in a few areas, and unless people were specifically notified of an upcoming open house, their property is not affected. This doesn't mean that such people would not be at risk in a fire situation, only that their property is not in an area where power cutoffs would be necessary.

NEW BUSINESS:

There was discussion of smaller scale beautification/cleanup projects in the neighborhoods, possibly self funded. This item will be included in the September 3 MOCC meeting.

ADJOURN

Next meeting: September 3, 6 pm, Churchill Jr High Library.

Notification of Neighborhood Meeting
for Lot Line Adjustment and Consolidation

Meeting Date: July 30, 2019 at 7:00 P.M.
Location: 3898 E Thousand Oaks Circle, Millcreek UT

3898 E Thousand Oaks Circle, Millcreek UT
435-709-1004
Bradw@mogulcapital.com

Dear Property Owner:

Please be advised that a formal application has been submitted to Millcreek City seeking approval of a Lot Line Adjustment and Consolidation for the following described property:

> *[6 parcels located In Millcreek city and addressed as 3892 E. Thousand Oaks Circle, 3898 E. Thousand Oaks Circle, 3887 E. Thousand Oaks circle, approximately 4479 S. Covecrest Drive, and approximately 4472 S. Covecrest drive.]*

Objectives of this application are as follows:

1. Adjust lot lines on 6 adjacent parcels
2. Eliminate a landlocked parcel by consolidating 6 existing parcels into 5 proposed parcels. **No additional density will be created through this application since the number of parcels is actually being reduced.**
3. Correct zoning inconsistencies created by consolidating the landlocked parcel related to the FCOZ and RCOZ overlays. The 5 proposed parcels will be in the RCOZ overlay, which will match neighboring parcels on Thousand Oaks Circle and Covecrest Drive.
4. Correct two existing legally non-conforming parcels to make them legally conforming parcels.

Please note, there is no immediate plan for development being submitted after the proposed Lot line Adjustment and Consolidation.

In compliance with the Land Development Code requirements, a Neighborhood Information Meeting will be held on July 30, 2019 at 7:00 P.M. 3898 E Thousand Oaks Circle, Millcreek UT

At this meeting, the petitioner will make every effort to illustrate how the parcels are proposing to be adjusted and to answer any questions. After this neighborhood meeting, this application will also be reviewed by the normal administrative channels of the Mount Olympus Community Council and the Planning Commission of Millcreek City. Should you have questions regarding this application, please attend the neighborhood meeting.

Sincerely,

Brad Wagstaff

When recorded, return to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of September, 2019, by and between Midway Hospitality Partners, LLC ("Developer"), for the land to be included in or affected by the project located at approximately 3898 East Thousand Oaks Circle Millcreek, UT 84124, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, Developer owns approximately 2.7 acres of real property located at 3898 East Thousand Oaks Circle, Millcreek, UT 84124 ("Property") and intends to develop the Property. A legal description of the Property is attached hereto as exhibit "A." The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new private use development consisting of single-family homes (the "Project") on the Property; and

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

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

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

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

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

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

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

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

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

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

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

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

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

TO DEVELOPER:	Midway Hospitality Partners, LLC 210 E Main St, Suite 109 Midway, UT 84049 Brad Wagstaff
TO CITY:	Millcreek Jeff Silvestrini, Mayor 3330 South 1300 East Millcreek, Utah 84106

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

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

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

12. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer or and assignee shall be that of specific performance. Notwithstanding such limitation the City may withhold all further

reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Develop or any assignee.

13. **Term of Agreement.** The term of this Agreement shall be until September 9, 2028 and shall automatically expire on such date.

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

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

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

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

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

Millcreek

Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner, CMC, City Recorder

DEVELOPER

By: _____
Brad Wagstaff, Manager

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

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

_____
Notary Public

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

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

_____
Notary Public

Exhibit A

Legal Descriptions

22-01-332-013-0000 (LOT 1523, MT OLYMPUS HILLS #15 SUB)

22-01-332-012-0000 (LOT 1524 MT OLYMPUS HILLS #15 SUB)

22-01-376-001-0000 (LOT 1525, MT OLYMPUS HILLS #15 SUB)

22-01-402-009-0000 (BEG S 0^07' W 3109.34 FT FR N 1/4 COR SEC 1, T 2S, R 1E, S LM; N 51^ E 81.34 FT; S 39^ E 120 FT; S 51^ W 2.25 FT; SW'LY ALG CURVE TO R 11.35 FT; SW'LY ALG CURVE TO L 120.1 FT S 51^W 148.35 FT; N 0^07' E 219.11 FT TO BEG)

22-01-403-023-0000 (BEG AT W'LY MOST COR OF LOT 11, MT OLYMPUS COVE #6 SUB; S 51^ W 2.25 FT; SW'LY ALG CURVE TO L 11.35 FT; SW'LY ALG CURVE TO R 66.08 FT; S 51^ W 48.78 FT; S 39^ E 106.52 F ; N 80^14' E 65.32 FT; N 52^26' E 63.02 FT; N 39^ W 140 FT TO BEG.)

22-01-403-025-0000 (BEG S 0^07' W 3328.45 FT FR THE N 1/4 COR OF SEC 1, T 2S, R 1E, SLM; N 51^00' E 99.57 FT; S 39^00' E 106.52 FT; S 64^21'W 33.24 FT; N 82^51' W 48.02 FT; S 25^09' W 139 FT; S 62^30'E 83.01 FT; S 16^25' W 96.01 FT; N 85^ 00' W 55 FT; N 0^07' E 279.99 T TO BEG.)

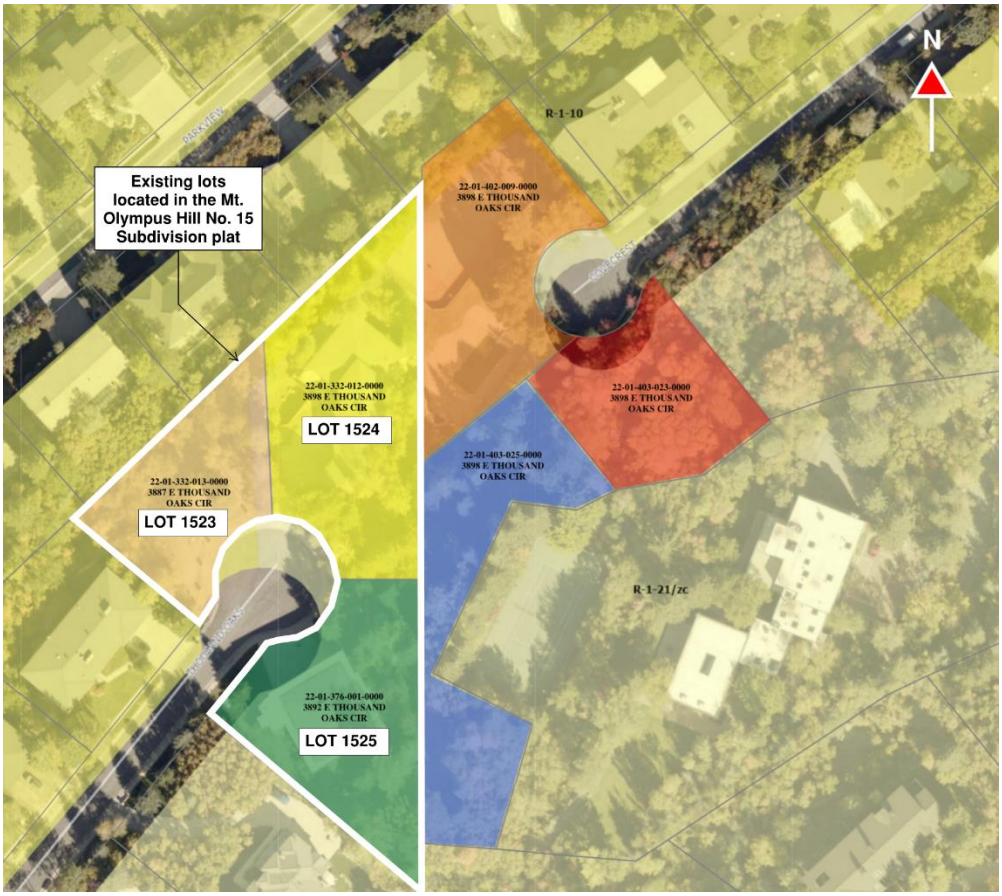
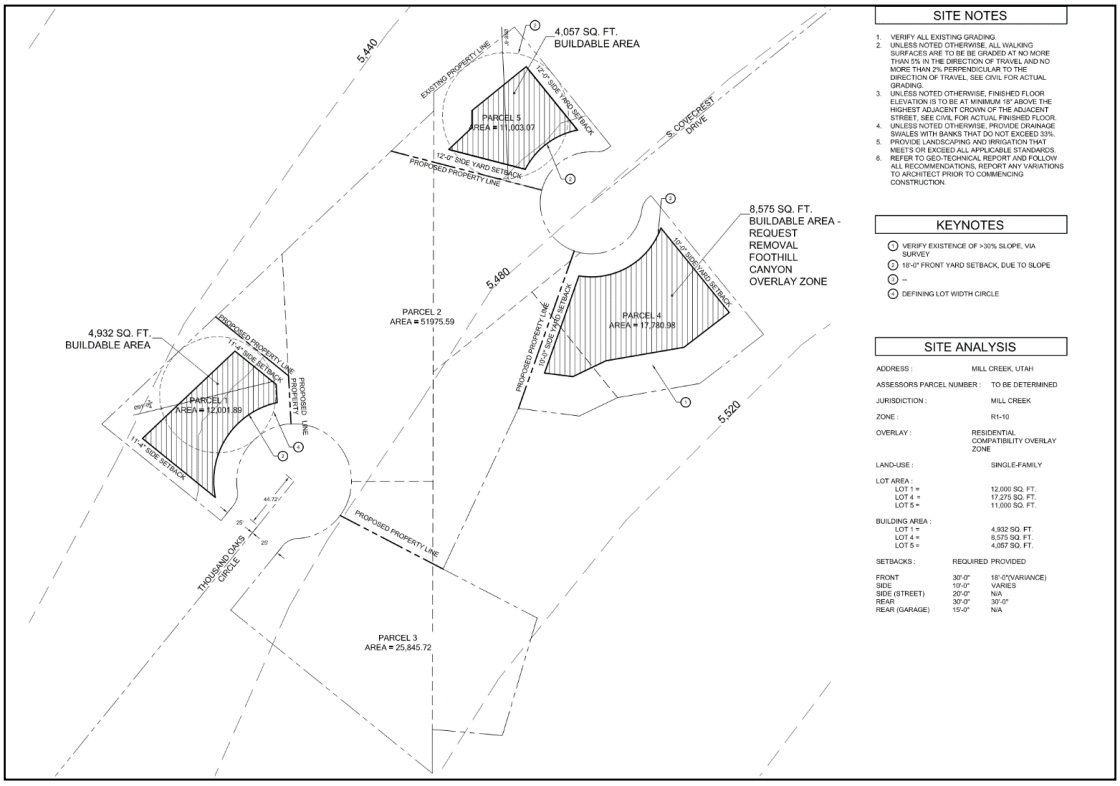


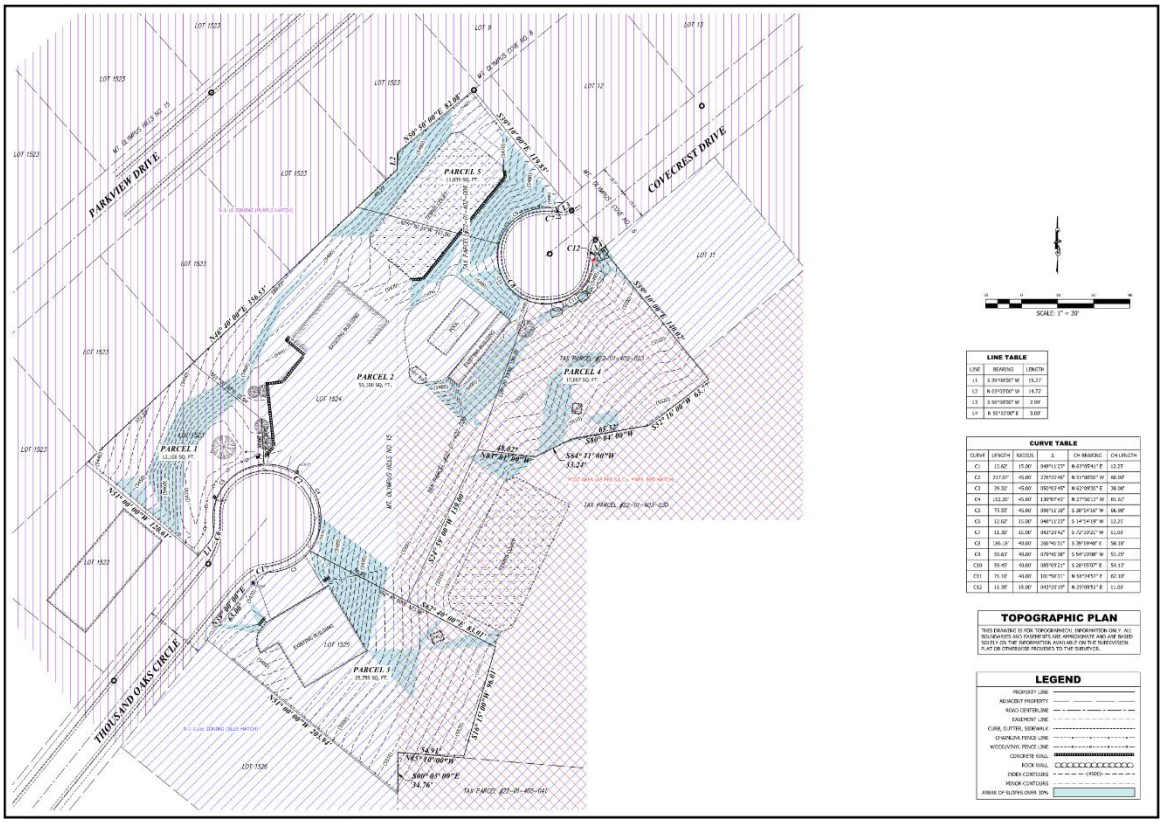
Exhibit B

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

1. No through street, private or public will connect Covecrest Drive and Thousand Oaks Circle
2. A zone condition recorded to subject property found in Exhibit A that limits the density to a maximum of 6 lots.

Exhibit C


4,057 SQ. FT.
BUILDABLE AREA
PARCEL 5
AREA = 11,003.07
12'-0" SIDE YARD SETBACK
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
S. COVECREST DRIVE
8,575 SQ. FT.
BUILDABLE AREA -
REQUEST
REMOVAL
FOOTHILL
CANYON
OVERLAY ZONE
PARCEL 4
AREA = 17,780.98
30'-0" FRONT YARD SETBACK
10'-0" SIDE YARD SETBACK
PROPOSED PROPERTY LINE
PARCEL 2
AREA = 51975.59
5,480
5,440
5,520
4,932 SQ. FT.
BUILDABLE AREA
PROPOSED PROPERTY LINE
11'-4" SIDE SETBACK
PARCEL 1
AREA = 12,001.86
PROPOSED PROPERTY LINE
11'-4" SIDE SETBACK
44.72'
25'
25'
THOUSAND OAKS CIRCLE
PROPOSED PROPERTY LINE
PARCEL 3
AREA = 25,845.72
SITE NOTES
1. VERIFY ALL EXISTING GRADING.
2. UNLESS NOTED OTHERWISE, ALL WALKING SURFACES ARE TO BE BE GRADED AT NO MORE THAN 5% IN THE DIRECTION OF TRAVEL AND NO MORE THAN 2% PERPENDICULAR TO THE DIRECTION OF TRAVEL. SEE CIVIL FOR ACTUAL GRADING.
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4. UNLESS NOTED OTHERWISE, PROVIDE DRAINAGE SWALES WITH BANKS THAT DO NOT EXCEED 33%.
5. PROVIDE LANDSCAPING AND IRRIGATION THAT MEETS OR EXCEED ALL APPLICABLE STANDARDS.
6. REFER TO GEO-TECHNICAL REPORT AND FOLLOW ALL RECOMMENDATIONS. REPORT ANY VARIATIONS TO ARCHITECT PRIOR TO COMMENCING CONSTRUCTION.
KEYNOTES
1 VERIFY EXISTENCE OF >30% SLOPE, VIA SURVEY
2 18'-0" FRONT YARD SETBACK, DUE TO SLOPE
3 --
4 DEFINING LOT WIDTH CIRCLE
SITE ANALYSIS
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ASSESSORS PARCEL NUMBER : TO BE DETERMINED
JURISDICTION : MILL CREEK
ZONE : R1-10
OVERLAY : RESIDENTIAL COMPATIBILITY OVERLAY ZONE
LAND-USE : SINGLE-FAMILY
LOT AREA :
LOT 1 = 12,000 SQ. FT.
LOT 4 = 17,275 SQ. FT.
LOT 5 = 11,000 SQ. FT.
BUILDING AREA :
LOT 1 = 4,932 SQ. FT.
LOT 4 = 8,575 SQ. FT.
LOT 5 = 4,057 SQ. FT.
SETBACKS : REQUIRED PROVIDED
FRONT 30'-0" 18'-0"(VARIANCE)
SIDE 10'-0" VARIES
SIDE (STREET) 20'-0" N/A
REAR 30'-0" 30'-0"
REAR (GARAGE) 15'-0" N/A


PARKVIEW DRIVE
COVECREST DRIVE
THOUSAND OAKS CIRCLE
PARCEL 1
12,000 SQ. FT.
PARCEL 2
55,700 SQ. FT.
PARCEL 3
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PARCEL 4
17,275 SQ. FT.
PARCEL 5
11,003 SQ. FT.
SCALE: 1" = 30'
LINE TABLE
CURVE TABLE
TOPOGRAPHIC PLAN
LEGEND

3330 South 1300 East
Millcreek, UT 84106
801-214-2700
millcreek.us

File # ZM-19-014

City Council Staff Report

Meeting Date: September 14, 2019

Applicant: Jake Wright (Brad Reynolds Construction)

Property Address: 3419 South 1300 East

Parcel: 16-29-480-006 (.38 acres)

Request: Rezone from R-1-8 to R-2-8 subject to a development agreement for a single duplex located at 3419 South 1300 East

Zone: R-1-8

Community Council: Millcreek

Prepared By: Blaine Gehring, Planner

SYNOPSIS AND SCOPE OF DECISION

Jake Wright with Brad Reynolds Construction is requesting to rezone property located at 3419 South 1300 East from R-1-8 to R-2-8 to facilitate construction of a new duplex. The subject property is a .38-acre parcel with a single family home on it. It is adjacent to a new planned unit development by Brad Reynolds Construction on its south lot line. There is an existing single family home between the subject parcel and the PUD. The property is adjacent to existing R-2-8 zoning. Brad Reynolds Construction would like to build a duplex similar to those in the PUD on this parcel.
If the parcel is rezoned to R-2-8, a duplex is a permitted use and would only require a building permit. No other action would be required by the Planning Commission.

Existing Zoning	Existing Land Use	Surrounding uses and zones	Site Improvements	Parcel ID	Size of property
R-1-8	Single-family	Single-family and duplex zoning	Full site	16-29-480-006	.38 acres

Request: Rezone from R-1-8 to R-2-8

File #: ZM-19-014

SITE & VICINITY DESCRIPTION

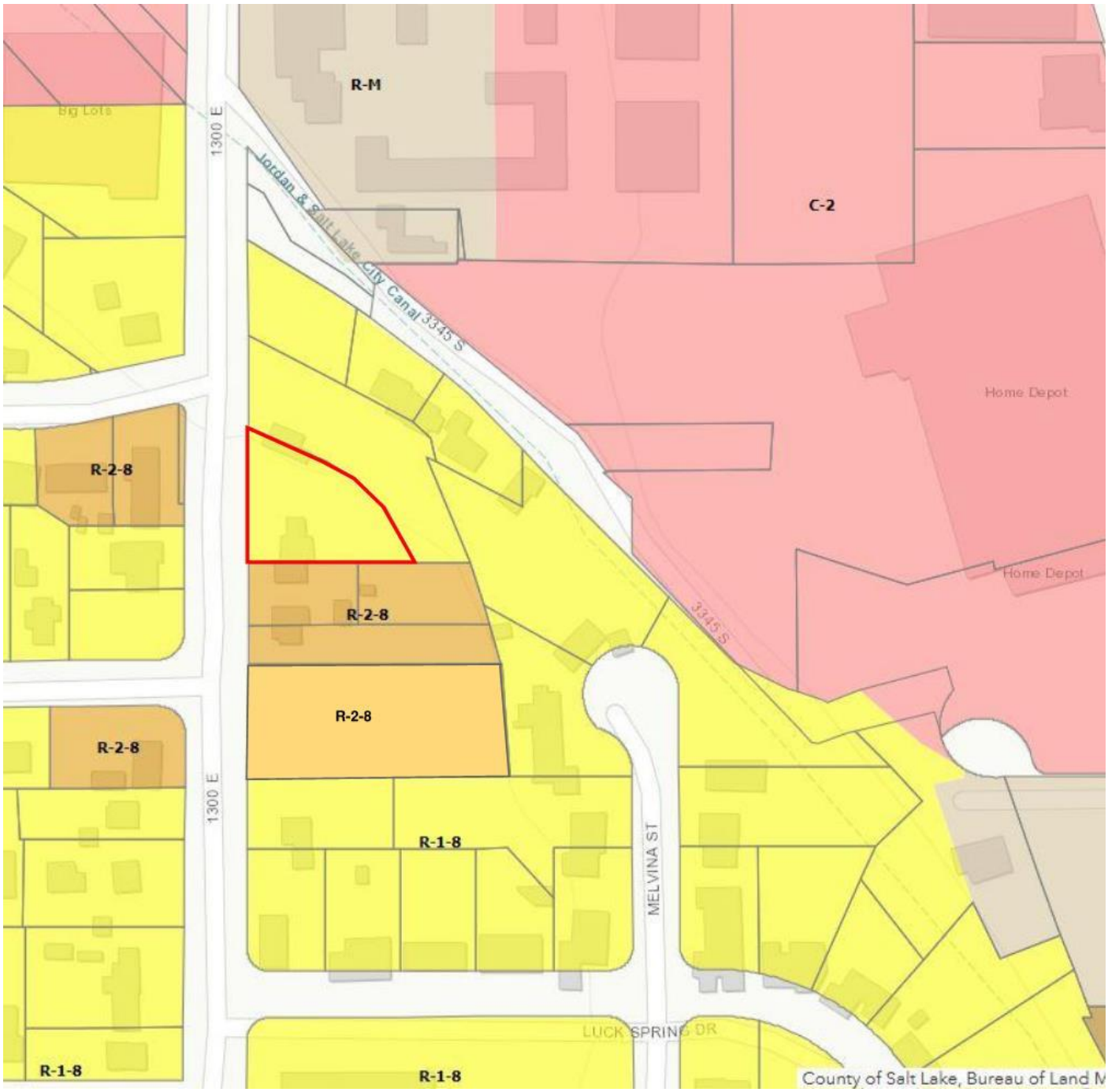
Figure 1: Aerial View with PUD



Request: Rezone from R-1-8 to R-2-8

File #: ZM-19-014

Figure 2: Zoning map



Currently the subject property is zoned R-1-8 and is located adjacent to R-2-8 Zoning to the south and across the street on 1300 East. The property has an existing single-family dwelling located on the premises which will demolished to allow for a new duplex.

Request: Rezone from R-1-8 to R-2-8

File #: ZM-19-014

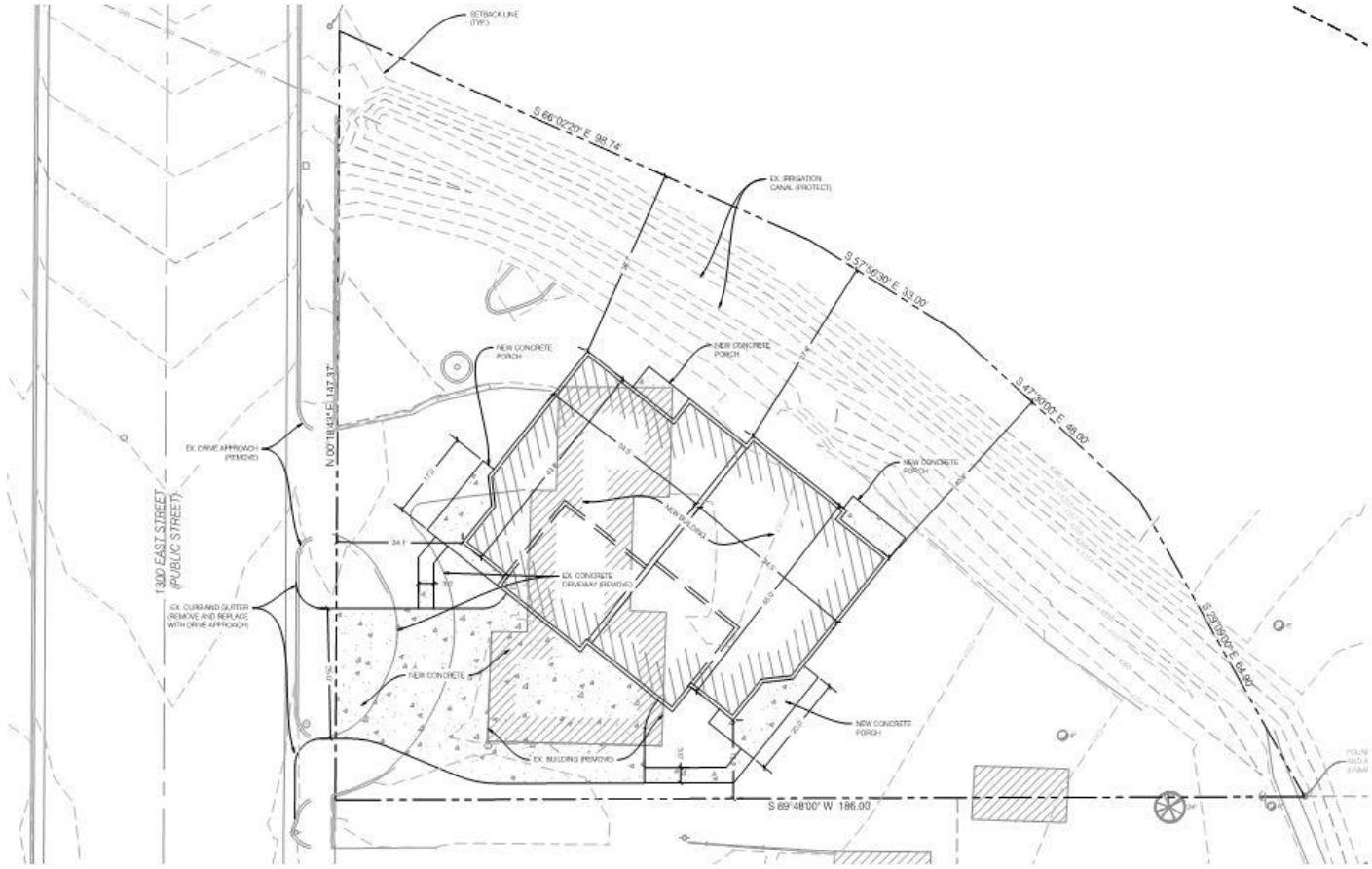
Figure 3: Street View



PROJECT INFORMATION

Brad Reynolds construction is in the process of developing their planned unit development just to the south of this parcel. It will consist of four duplexes and one single family home. They would like to demolish the existing single family home and construct a similar duplex on this property.

Figure 4: Duplex Concept



The duplex will be similar to the ones being proposed in the PUD adjacent to the south.

Exhibit A



Request: Rezone from R-1-8 to R-2-8

File #: ZM-19-014

Exhibit B



COMMUNITY COUNCIL RECOMMENDATION

At their regularly scheduled meeting on August 6, 2019, the Millcreek Community Council voted to recommend this rezone to the Planning Commission by a unanimous vote with a development agreement like the one for the PUD.

PLANNING STAFF ANALYSIS AND FINDINGS

Staff finds that the proposed rezone from R-1-8 to R-2-8 to accommodate a new duplex to be a compatible project in this neighborhood with a development agreement with the following conditions:

1. The duplex shall have similar appearance, with slight variance of color and material to the units in the Planned Unit Development adjacent to the south of the property as shown in Exhibit B.

Request: Rezone from R-1-8 to R-2-8

File #: ZM-19-014

PLANNING COMMISSION RECOMMENDATION

The Planning Commission sends a favorable recommendation to the City Council for rezone ZM-19-014 to rezone property at 3419 S. 1300 E. from R-1-8 to R-2-8 with a development agreement with the following condition:

1. The duplex shall have similar appearance, with slight variance of color and material to the units in the Planned Unit Development adjacent to the south of the property as shown in Exhibit B.

SUPPORTING DOCUMENTS

1. Application and Affidavit

Planning and Development Services
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
Millcreek.Utah.gov

File #

Land Use & Development Application

☐ FCOZ ☐ RCOZ ☐ DWSP ☐ RCOZ ☐ Watershed ☐ Over Pressure ☐ Magna Main
☐ Natural Hazards ☐ Other _____

Zone: _____ Community Council: _____ Planner: _____
Parent File #: _____ Date: _____

Property Address: 3419 S. 1300 E. Parcel #: 16294800060000
Name of Project _____ Property Acreage: .38
Please describe your request: The existing home will be torn down and a duplex townhome will be built in its place.

New Development:
☐ Conditional Use
☐ Permitted Use
☐ Subdivision # lots: _____
☑ PUD #lots: 2

Modify an Existing Development:
☐ Change Conditions of Approval
☐ Change the Site Plan
☐ Condo Conversion
☐ Lot Consolidation
☐ Lot Line Adjustment
☐ Mobile Store
☐ Signs
☐ Billboards

Other:
☐ Exception Request
☐ General Plan Amendment
☐ GRAMA (Records Request)
☐ Land Use Hearing
☐ Non-Conforming
☐ RCOZ Appeal (Option C)
☐ Research Request
☑ Re-zone
☐ Right-of-Way Improvement Permit
☐ Vacate a Street

Is a key or gate code required to access the property? ☐ Yes ☑ No If yes, code: _____
(or provide driving directions to property):

APPLICANT'S NAME:

First: Jake Last: Wright Initial: _____

Address: 4804 S 1140 E City: Salt Lake State: Ut Zip: 84117

Phone: — Cell: 801-821-0550 Email: jake@bradreynoldsconstruction.com

Property Owner(s): Brad Reynolds Construction

First: _____ Last: _____ Initial: _____

Address: 4804 S 1140 E City: Salt Lake State: Ut Zip: 84117

Phone: 801.281.2200 Cell: — Email: brad@bradreynoldsconstruction.com

Professional(s): ☐ Engineer ☐ Architect ☒ Other

Company: Brad Reynolds Construction Contact: Brad Reynolds

Address: 4804 S 1140 E City: Salt Lake State: Ut Zip: 84117

Phone: 801-281-2200 Cell: — Email: brad@bradreynoldsconstruction.com

**NOTE: all correspondence will be sent to the applicant's address:*

To facilitate the land use notice and review process, the undersigned hereby authorize the County to reproduce this *application and all documents attached to the application* for staff, officials, and the interested public:

Applicant's Signature: _____ Date 7-17-19

Planning and Development Services
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
Millcreek.Utah.gov

File #

AFFIDAVIT – Property Owner

STATE OF UTAH }
} ss
COUNTY OF SALT LAKE }

I (we) Brad Reynolds being duly sworn, depose and say that I (we) am (are) the owner(s) of the property(s) located at:

3419 S 1300 E.

My (our) signature below attests that I (we) have reviewed the proposal by Brad Reynolds requesting review and approval of _____ and that I (we) consent to the statements and information provided in the attached plans and exhibits and that all information presented is ~~true~~ and correct to the best of my (our) knowledge.

Property Owner _____

Property Owner _____

Subscribed and sworn to me this 17 day of July, 2019.

SHANNON SARGENT
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 701147
COMM. EXP. 07-02-2022

Notary: _____
Residing in Salt Lake County, Utah

When recorded, return to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of September, 2019, by and between Midway Hospitality Partners, LLC ("Developer"), for the land to be included in or affected by the project located at approximately 3898 East Thousand Oaks Circle Millcreek, UT 84124, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, Developer owns approximately 2.7 acres of real property located at 3898 East Thousand Oaks Circle, Millcreek, UT 84124 ("Property") and intends to develop the Property. A legal description of the Property is attached hereto as exhibit "A." The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new private use development consisting of single-family homes (the "Project") on the Property; and

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

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

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

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

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

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

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

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

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

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

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

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

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

TO DEVELOPER:	Midway Hospitality Partners, LLC 210 E Main St, Suite 109 Midway, UT 84049 Brad Wagstaff
TO CITY:	Millcreek Jeff Silvestrini, Mayor 3330 South 1300 East Millcreek, Utah 84106

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

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

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

12. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer or and assignee shall be that of specific performance. Notwithstanding such limitation the City may withhold all further

reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Develop or any assignee.

13. **Term of Agreement.** The term of this Agreement shall be until September 9, 2028 and shall automatically expire on such date.

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

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

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

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

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

Millcreek

Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner, CMC, City Recorder

DEVELOPER

By: _____
Brad Wagstaff, Manager

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

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

_____
Notary Public

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

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

_____
Notary Public

Exhibit A

Legal Descriptions

22-01-332-013-0000 (LOT 1523, MT OLYMPUS HILLS #15 SUB)

22-01-332-012-0000 (LOT 1524 MT OLYMPUS HILLS #15 SUB)

22-01-376-001-0000 (LOT 1525, MT OLYMPUS HILLS #15 SUB)

22-01-402-009-0000 (BEG S 0^07' W 3109.34 FT FR N 1/4 COR SEC 1, T 2S, R 1E, S LM; N 51^ E 81.34 FT; S 39^ E 120 FT; S 51^ W 2.25 FT; SW'LY ALG CURVE TO R 11.35 FT; SW'LY ALG CURVE TO L 120.1 FT S 51^W 148.35 FT; N 0^07' E 219.11 FT TO BEG)

22-01-403-023-0000 (BEG AT W'LY MOST COR OF LOT 11, MT OLYMPUS COVE #6 SUB; S 51^ W 2.25 FT; SW'LY ALG CURVE TO L 11.35 FT; SW'LY ALG CURVE TO R 66.08 FT; S 51^ W 48.78 FT; S 39^ E 106.52 F ; N 80^14' E 65.32 FT; N 52^26' E 63.02 FT; N 39^ W 140 FT TO BEG.)

22-01-403-025-0000 (BEG S 0^07' W 3328.45 FT FR THE N 1/4 COR OF SEC 1, T 2S, R 1E, SLM; N 51^00' E 99.57 FT; S 39^00' E 106.52 FT; S 64^21'W 33.24 FT; N 82^51' W 48.02 FT; S 25^09' W 139 FT; S 62^30'E 83.01 FT; S 16^25' W 96.01 FT; N 85^ 00' W 55 FT; N 0^07' E 279.99 T TO BEG.)

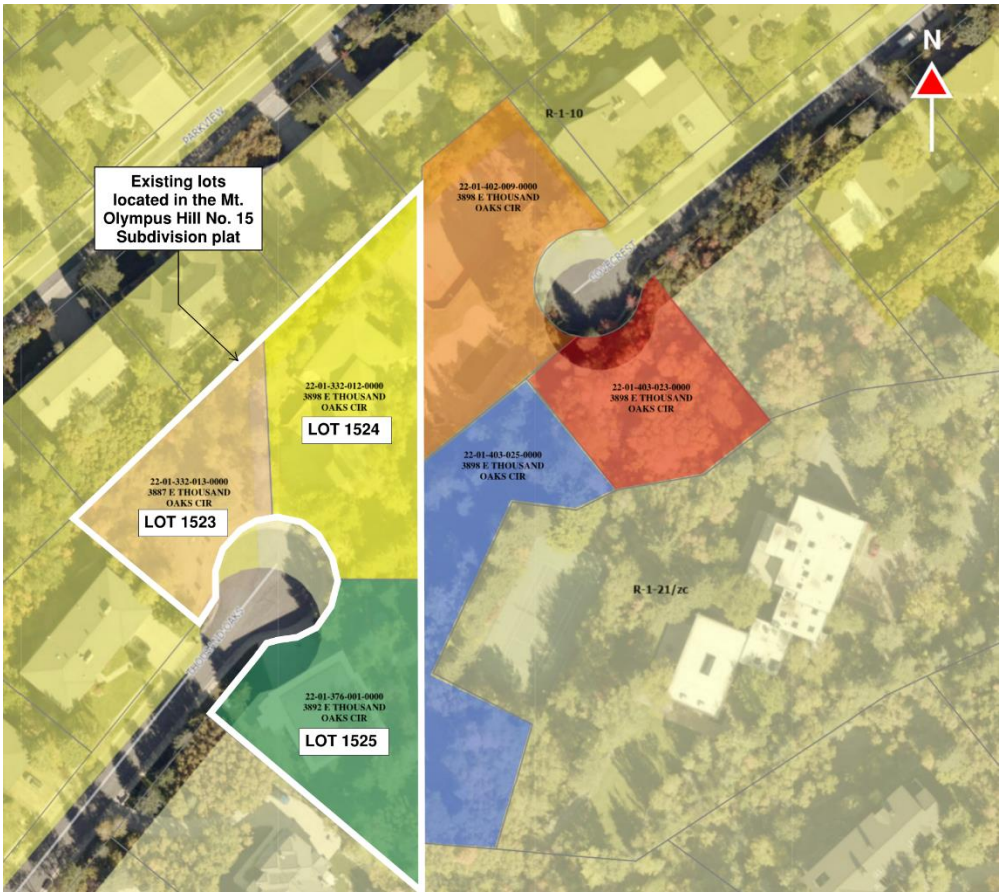
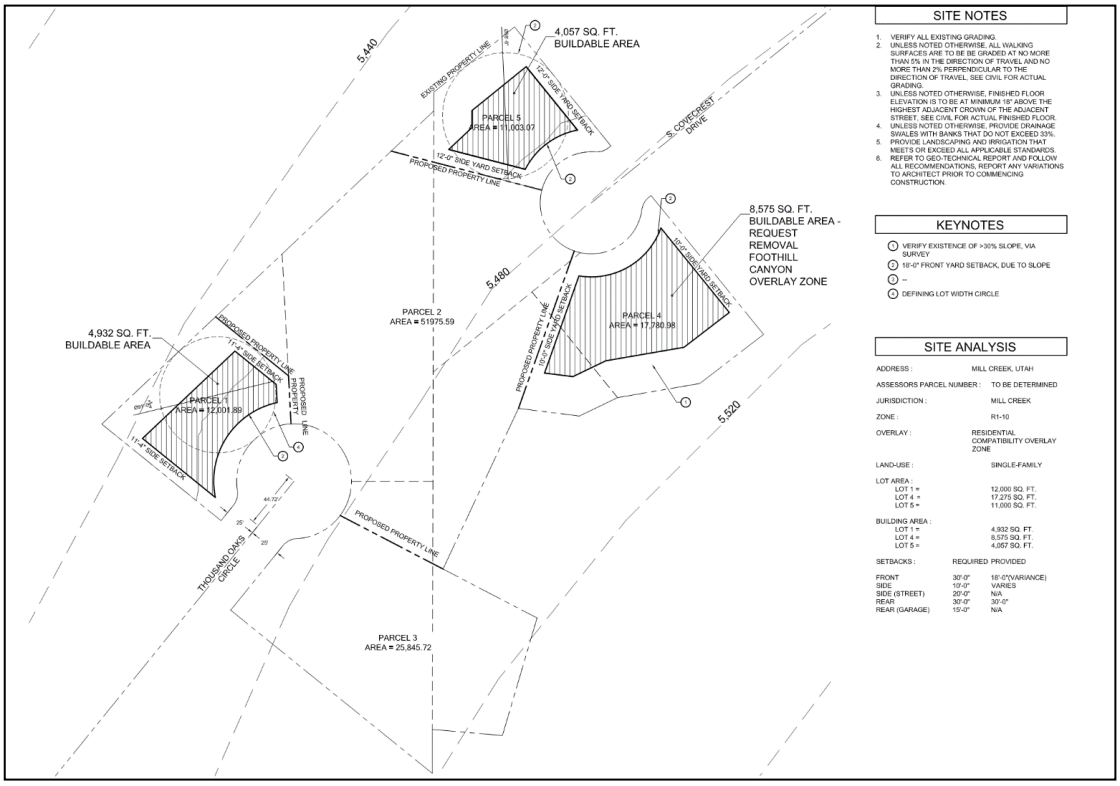


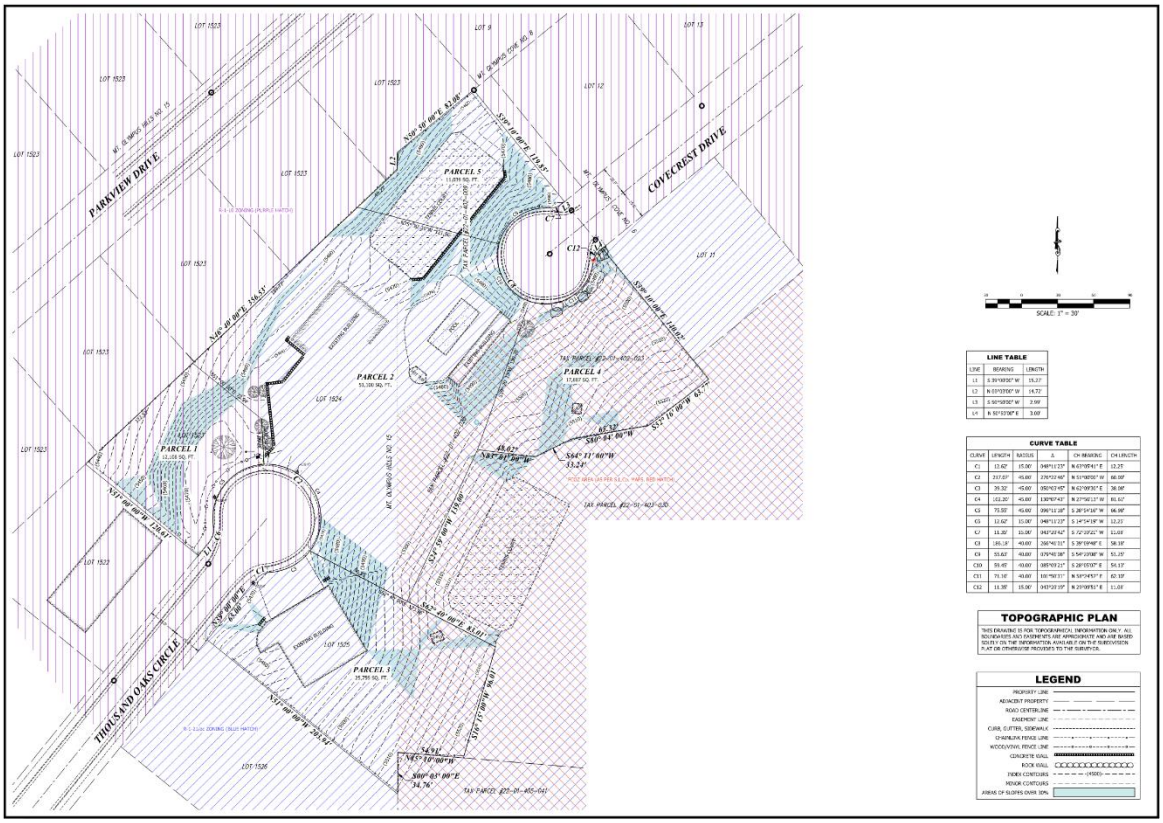
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Exhibit C


4,057 SQ. FT.
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AREA = 11,003.07
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AREA = 51975.59
5,480
5,440
5,520
4,932 SQ. FT.
BUILDABLE AREA
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11'-4" SIDE SETBACK
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AREA = 12,001.86
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2 18'-0" FRONT YARD SETBACK, DUE TO SLOPE
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ADDRESS : MILL CREEK, UTAH
ASSESSORS PARCEL NUMBER : TO BE DETERMINED
JURISDICTION : MILL CREEK
ZONE : R1-10
OVERLAY : RESIDENTIAL COMPATIBILITY OVERLAY ZONE
LAND-USE : SINGLE-FAMILY
LOT AREA :
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LOT 4 = 17,275 SQ. FT.
LOT 5 = 11,000 SQ. FT.
BUILDING AREA :
LOT 1 = 4,932 SQ. FT.
LOT 4 = 8,575 SQ. FT.
LOT 5 = 4,057 SQ. FT.
SETBACKS : REQUIRED PROVIDED
FRONT 30'-0" 18'-0"(VARIANCE)
SIDE 10'-0" VARIES
SIDE (STREET) 20'-0" N/A
REAR 30'-0" 30'-0"
REAR (GARAGE) 15'-0" N/A


PARKVIEW DRIVE
COVECREST DRIVE
THOUSAND OAKS CIRCLE
PARCEL 1
12,000 SQ. FT.
PARCEL 2
55,700 SQ. FT.
PARCEL 3
25,791 SQ. FT.
PARCEL 4
17,275 SQ. FT.
PARCEL 5
11,003 SQ. FT.
SCALE: 1" = 30'
LINE TABLE
CURVE TABLE
TOPOGRAPHIC PLAN
LEGEND

PROCLAMATION

Proclamation Recognizing Constitution Week 2019

WHEREAS, the Constitution of the United States is the supreme law of the United States of America, establishing America's fundamental laws, determining the powers and duties of the government and guaranteeing certain basic rights for its citizens; and

WHEREAS, the Constitution of the United States was signed on September 17th, 1787, by delegates to the Constitutional Convention of Philadelphia; and

WHEREAS, Public Law 915 provides for the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week; and

WHEREAS, Utah Governor Gary R. Herbert has declared September 17th to 23rd, 2019, as Constitution Week in Utah; and

WHEREAS, it is fitting to give official recognition to the anniversary of America's guiding document.

NOW, THEREFORE, to honor the Two Hundred Thirty-Second anniversary of the framing of the Constitution of the United States;

BE IT KNOWN, that the Mayor and City Council of Millcreek do hereby recognize September 17th to 23rd, 2019, as Constitution Week.

IN WITNESS THEREOF, I have set my hand and caused to be affixed the Great Seal of Millcreek this 9th day of September, 2019.

By: _____ Attest: _____

Jeff Silvestrini, Mayor **Elyse Greiner, City Recorder**

MILLCREEK, UTAH
RESOLUTION NO. 19-30

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR PUBLIC WORKS SERVICES

WHEREAS, the Millcreek Council ("*Council*") met in regular session on September 9, 2019, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for public works services; and

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

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

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Interlocal Cooperative Agreement with the County for public works services; and

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

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

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

This Resolution, assigned No. 19-30, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 9th day of September, 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

Contract No. _____
District Attorney No. 19-13973

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
MILLCREEK
FOR
PUBLIC WORKS SERVICES

THIS AGREEMENT ("*Agreement*") is dated this _____ day of _____, 2019, made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY ("COUNTY"), on behalf of its Public Works Operations Division, a body corporate and politic of the state of Utah, and the MILLCREEK ("CITY"), a municipal corporation created under the laws of the State of Utah. The COUNTY and CITY may be referred to jointly as the "Parties."

WITNESSETH:

WHEREAS, the Parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the CITY desires to obtain public services as described in Exhibit A, attached hereto; and

WHEREAS, the COUNTY, through its Public Works Operations Division, is willing to provide the CITY with said services; and

THEREFORE, the Parties desire to enter into this Agreement whereby their respective responsibilities concerning these services are specified.

AGREEMENT

In consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. SCOPE OF SERVICES.

1.1 The COUNTY, through its Public Works Department, Operations Division, will provide to CITY the services described in Exhibit A, attached hereto and incorporated into this Agreement. Said services shall be performed to the same standards and in the same manner as those performed within unincorporated Salt Lake County.

2. TERM.

2.1 The term of this Agreement shall be one year, beginning on July 1, 2019 and ending June 30, 2020.

2.2 This Agreement may be extended for additional one year terms by means of a writing signed by both Parties that includes updates for Exhibit A. The Parties shall confer, at least 60 days prior to the end of the Agreement's term, to review the Agreement and Exhibit A and negotiate any changes thereto.

3. CONSIDERATION.

3.1 The cost of the services provided under this Agreement are set forth in Exhibit A, attached hereto and incorporated by reference. Unless otherwise provided by law or elsewhere in this Agreement, providing services under this Agreement or payment for said services shall not create any additional interest or obligation to either Party.

3.2 COUNTY shall send CITY a monthly invoice for the full cost of the services rendered during the preceding month. CITY agrees to pay the full amount of the invoice to COUNTY within thirty (30) days following receipt of each invoice.

4. LIABILITY. CITY and COUNTY are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

5. INDEMNIFICATION. The Parties agree to indemnify and hold each other, their agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of either Party, its officers, agents, and employees.

6. REQUIRED INSURANCE POLICIES. Each Party to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

7. TERMINATION. This agreement may be terminated (with or without cause) by either party upon at least 180 days prior written notice to the other party. Payment shall be made for all work performed prior to the effective date of termination.

8. 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 COUNTY: Salt Lake County Public Works Operation
Division Director
604 West 6960 South
Midvale, Utah 84047

If to the CITY: _____
_____
_____
_____

9. AGENCY. No agent, employee or servant of the CITY or COUNTY is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. CITY and COUNTY shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The COUNTY acts as an independent contractor, and is not an employee or agent of the CITY.

10. FORCE MAJEURE. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, CITY or COUNTY shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

11. NO OBLIGATIONS TO THIRD PARTIES. The parties agree that their obligations under this Agreement are solely to each other. This Agreement shall not confer any rights to third parties.

12. GOVERNING LAW. The laws of the State of Utah govern all matters arising out of this Agreement.

13. 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.

14. COUNTY ETHICAL STANDARDS. The CITY represents that it has not: (a) provided an illegal gift or payoff 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 set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any COUNTY officer or employee or former COUNTY officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

15. NO OFFICER OR EMPLOYEE INTEREST. It is understood and agreed that no officer or employee of COUNTY has or shall have any pecuniary interest, direct or indirect, in

this Agreement or the proceeds thereof. No officer or employee of CITY or any member of their families shall serve on a County Board or Committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises CITY's operations, or authorizes funding or payment to CITY.

16. INTERLOCAL COOPERATION ACT. In satisfaction of the requirements of the Interlocal Act, and 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 on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with 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 taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the CITY and the COUNTY, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or

cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

17. NON-FUNDING. The Parties acknowledge that funds are not presently available for the performance of this contract beyond the end of their respective fiscal years, which is December 31st for the COUNTY. Each Party's obligation beyond that date is contingent upon funds being appropriated for payment due for services. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this contract, then this contract shall create no obligation on the COUNTY as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this contract and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the parties, and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this contract, or any portion thereof, which may so terminate and become null and void.

18. DEFAULT. If either party defaults in the performance of the contract or any of its covenants, terms, conditions, or provision, the payment of all costs and expenses, excluding attorney's fees, which may arise or accrue from enforcing the contract or from pursuing any remedy provided thereunder shall be adjudicated per state law.

19. ENTIRE AGREEMENT AND AMENDMENT. This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed as of the date first mentioned above.

SALT LAKE COUNTY

By:_____
Mayor or Designee

Date: _____

SALT LAKE COUNTY
ADMINISTRATIVE APPROVAL:

By: _____
Scott Baird,
Department Director

Date: _____

By: _____
Kevyn Smeltzer,
Division Director

Date: _____

APPROVAL AS TO FORM:
SALT LAKE COUNTY

By: _____
Ryan W. Lambert,
Deputy District Attorney

MILLCREEK

By:_____
Mayor or Designee

Date: _____

ATTEST

By:_____
City Recorder

MILLCREEK
APPROVAL AS TO FORM:

By: _____
City Attorney

EXHIBIT A

Scope of Services

Exhibit A
Millcreek City
PW Services
July 1, 2019 - June 30, 2020

Snow removal
General road maintenance
Street light maintenance
Traffic signal maintenance
Overlay
Chip seal
Concrete maintenance
Crack sealing
Pavement management
Sign fabrication and maintenance
Road striping, crosswalks and legends
School zone warning flashers
Landscape maintenance and weed control
Community events support
Sweeping
Storm drain maintenance
Street light banner installation
Radar speed signs
Traffic counts
Trustee crew
Other work as directed by the Agency

Subcontracted Services
  Slurry seal

Overlay and chip seal (approx. sf)		
Overlay	257,500	sf
Chip seal	436,000	sf

Sweeping		
approx.days)	73	days

Vactoring		
approx.days)	73	days

Subcontracted Services (approx. sf)		
Slurry seal	1,100,000	sf

Day time plow routes		17.50
Approx. total manhours		39,000
Cost of services	$	5,147,497
Contract amount:	$	4,978,244