H.B. 411 Frequently Asked Questions

1. Who will be affected by this program if Millcreek decides to participate?
    a. All Rocky Mountain Customers with Millcreek's city limits who do not opt out of participation. Rocky Mountain Power customers who have solar panels and are on Rocky Mountain Power's Schedule 135 (those who signed an interconnection agreement before November 15, 2017) are not eligible to participate.
2. What qualifies as Renewable Energy under H.B. 411?
    a. Solar, wind, geothermal, hydroelectric, energy efficiency, and certain sustainable technologies (including storage).
3. What is the process? Especially with the Public Service Commission?
    a. City adopts a resolution by December 31, 2019 that commits to attain a net-100% renewable electricity goal by 2030
    b. Public Service Commission adopts Administrative Rules (process is currently underway)
    c. Cities who have adopted resolutions collectively enter into an agreement with Rocky Mountain Power
    d. Cities apply through Rocky Mountain Power to Public Service Commission for approval of the program and a plan to solicit the renewable resources. All cities that have passed a resolution and joined the application to the PSC will be responsible for the costs of the regulatory review and consulting fees, even if a city decides not to participate in the final program.
    e. Public Service Commission approves application
    f. Within 90 days of Public Service Commission approval, each City adopts an ordinance to formally establish participation in the renewable energy program
    g. Noticing period occurs for all eligible participants within city boundaries
        i. Customers will receive two notices within a 60 day period (separate from their electric bills) containing information on the program, estimated costs, and information on how to opt out.
        ii. After the 60-day period is complete, if a customer does not take action to opt out, they become a participant of the program and will begin to be billed at program rates.
        iii. Customer has three billing cycles under the new program rates to opt out without having to pay an exit fee.
4. What is the procedure to opt out? Opt-in?
    a. Customers/residents will receive instructions in their notices on how to opt-out. If a customer does not opt out, they will be automatically be enrolled in the program.
    b. If a customer opts out, they may be able to opt back in to the program.
5. What fees will be associated with the program?

a. A participating customer will pay the program rates, which have yet to be determined. Program rates may include the costs associated with:
    i. Enhanced-energy efficiency program or renewable energy resource(s) that are built to meet the program goal of net-100% renewable by 2030.
    ii. Costs associated with replaced assets (which will be defined later in the process but may include coal plants).
    iii. Cost of noticing requirements (after the initial noticing 60 days before the program begins)
    iv. Administration costs

6. Will customers have the ability to opt out once they have opted in?
    a. If a participating customer decides to leave the program after both the 60 day opt out and three billing cycles, they will pay an exit fee to leave the program. Once they leave and pay the exit fee, they will return to standard rates.
7. Will new homeowners who move in to our city have an option to opt out?
    a. New residents/customers will be automatically be enrolled in the program, but they will have an opportunity to opt-out with no exit fees.
8. What is net metering?
    a. Net metering is used on homes where solar panels are installed. This special meter measures the amount of electricity used in the home along with the amount of electricity produced by the solar panels. If you produce more energy than you consume, you receive credit on your bill. Customers with solar panels on their home that received an interconnection agreement before November 15, 2017 are on Rocky Mountain Power's Schedule 135, which is net metering. Customers with solar panels who received an interconnection agreement on or after November 15, 2017 are on Schedule 136, which is similar to net metering. Information about your rate schedule is available on your monthly utility bill.
9. Where does Rocky Mountain Power plan to use the revenue they receive for this program? Will RMP invest in renewables?
    a. The revenue from program participants will be separately tracked by Rocky Mountain Power and used to pay for the renewable resource and other program costs (see list above). Rocky Mountain Power will make annual filings to the Public Service Commission to present this information for review by regulating agencies.
10. What is the timeline?
    a. If the city moves ahead with plans to adopt this program, the passage of a city resolution is required by December 31, 2019. The Public Service Commission is expected to approve rules for the program by the end of 2019 or in early 2020. The cities and Rocky Mountain Power can choose when they would like to file an application to initiate the program, likely in 2020. The exact timeline for additional steps in this process, including when Rocky Mountain Power will begin procuring renewable energy for the cities, is not defined.
11. What percentage of electricity customers in our city are subscribers in a current Rocky Mountain Power program such as Blue Sky, Net Metering, or Subscriber Solar?

    a. Currently about 3%
12. What other cities or counties are in this process?
    a. Park City, Salt Lake City, Summit County, Moab, and Cottonwood Heights. There are also a few other communities in discussions with Rocky Mountain Power about this program
13. Differences between Blue Sky Program and House Bill 411?
    a. Blue Sky is an optional program where customers can purchase 100-kWh blocks of renewable energy for $1.95 per block per month to offset their usage. The customer can cancel at any time with no charge. The funds are used to purchase renewable energy credits (RECs), which are certificates that correspond to the environmental attributes of energy produced from renewable resources. These can be purchased as "bundled" – meaning the actual energy output is purchased with the REC, or "unbundled" – meaning just the REC can be purchased without the energy. Blue Sky RECs are unbundled, and do not include the purchase of electricity. Excess funds from the program also are used to provide grants to local nonprofits for installation of solar panels. H.B. 411 is different because an actual, utility-scale resource will be built to achieve the net-100% renewable goal of the program.
14. Have any other cities adopted a resolution according to H.B. 411?
    a. No, those cities mentioned above adopted their resolutions before H.B.411
15. What happens if Millcreek doesn't adopt a resolution?
    a. Millcreek will not be eligible to participate in the community renewable program. However, Millcreek is concerned about the environment and the adoption of this resolution would show a good faith effort toward sustainability and preserve Millcreek's ability to participate in the program if it chooses to.
16. How much will the regulatory review and consulting fees cost?
    a. Millcreek will work with Rocky Mountain Power, the regulating agencies, and the other participating communities to identify reasonable cost for these fees that all participating communities will collectively be responsible for.
17. Has the Public Service Commission adopted the Administrative Rules?
    a. No, the rules are being developed currently and will likely be approved by the end of 2019, or the beginning of 2020.
18. Does Rocky Mountain Power have enough renewable energy sources to supply the net-100% renewable goal of the program? If not, is Rocky Mountain Power building enough renewable energy sources to supply all who want to be net-100% renewable by 2030?
    a. To meet the net-100% renewable goal of the program, Rocky Mountain Power and the participating communities will issue a request-for-proposals to solicit competitive bids from renewable energy developers. Rocky Mountain Power will purchase and interconnect to their system the output of the renewable resource(s) built on behalf of the participating customers. Rocky Mountain Power is participating in the H.B.411 process and will add renewable resource(s) to their portfolio according to the energy needs of those who will choose to participate in this program

19. Can a resident get renewable energy through any other means?
    a. You can install solar panels on your home
20. How does Rocky Mountain Power's Subscriber Solar program work?
    a. Those who can participate in this program are buying renewable energy from a specific resource that was built to serve the participants. The Subscriber Solar program is currently fully subscribed.
21. What tax incentives do I have for installing solar panels on my house?
    a. There are state and Federal tax credits for installing solar on your home. The Federal tax credit is 30% of the cost of the solar panels through 2019 and then steps down each year until it expires at the end of 2021. The State tax credit is $1,600 until 2021 when it begins to step down and expires at the end of 2023. Private contractors/installers of solar panels can provide additional information on this question
22. If Millcreek adopts this resolution, will my power bill increase?
    a. It is likely, but not certain, that power bills will increase for customers who stay in the program. H.B. 411 requires that program costs be isolated to participating customers (and not shared with non-participating customers), so program customers will have to pay for potential upgrades to the electricity grid to accommodate new renewable energy resources. However, new renewable energy resources tend to be the least expensive energy available, which may result in cost savings over time. Estimated customer rates for the program will be included in the application filed before the Public Service Commission, and participating communities may choose to leave the program at that point by choosing not to pass an ordinance.
23. Is H.B. 411 the only option residents have for renewable energy?
    a. As mentioned above, you may be able to participate in other Rocky Mountain Power programs, or install solar panels on your home
24. How does the city's decision affect me if I already have solar panels?
    a. If you have solar panels and are on Rocky Mountain Power's Schedule 135 (if you received an interconnection agreement before November 15, 2017), you are exempt from the H.B.411 program. If you have solar panels and are on Rocky Mountain Power's Schedule 136 (if you received an interconnection agreement on or after November 2017), you are eligible to participate. Your power bill has information about your rate schedule.

1. What consultants have been utilized so far?

The process of developing and implementing the Community Renewable Energy Act has not required consultants thus far. The Act defines a framework within which the communities may work with Rocky Mountain Power to procure renewable energy resources to serve their communities. Several of the participating communities have worked with consultants previously to complete evaluations of the costs of renewable energy resources for their communities.

2. What other paths were considered and why not pursued?

Several of the participating communities have investigated Community Choice Aggregation as an option and have researched examples of CCAs in other parts of the country. Given Utah's regulatory environment (in which 80% of the state is served by a single investor-owned utility), a partnership with the utility was determined to be the most efficient and cost-effective pathway to reaching net 100% renewable electricity by 2030. The cities leading the Community Renewable Energy Program signed Clean Energy Cooperative Agreements with Rocky Mountain Power in which the communities and the utility agree to work together in good faith to achieve the communities' goals. For the duration of this cooperative agreement, the communities have committed to focusing on this partnership rather than pursuing alternative pathways, like a CCA.

3. The relevant experience with risk management of high penetration and aggressive renewable energy portfolio standards by: Rocky Mountain Power (RMP), Utah State Utility Commissioners, and Utah's Office of Consumer Services (rate payer advocate)?

4. Who selects the consultants to perform the rate impact analysis?

There will not be a rate impact analysis, per se, at least until the Program begins to procure energy resources. HB 411 requires that the Community Renewable Energy Program does not shift costs or benefits from participating customers to non-participating customers (or vice versa). So, the participating customers will bear 100% of the rate impacts of the Program. To initiate the program, the participating communities and RMP will file an application with the Public Service Commission that will identify costs and benefits that will be included in rates for Program customers and also specify projected rates for the Program. When that application is approved, participating communities will have to reaffirm their commitment to participate in the Program by passing an ordinance.

When the Program begins procuring new energy resources, the cost and nature of those resources will determine the rate impacts for participating customers. It will be up to the communities and the utility to consider the rate impacts of various resource options and hire consultants as needed.

- Will there be peer review analysis, and if so:
    - Who selects these reviewers?
        - Will there be specific recommendations?

The participating communities will be involved in the process of reviewing and selecting new renewable energy resources.

- Which rate comparison sensitivities will be compared to the pro forma analysis (i.e. expected market conditions/outcomes scenario)?
    - Especially: anticipated future market dynamics, such as increased curtailments of renewables, decreased availability of RECs, etc.

The application to initiate the Program will include projected rates for Program customers. The rules do not specify which sensitivities will be considered in the projected rates, or the time horizon over which rates will be projected. Sensitivities to determine the impact of REC pricing, renewable curtailment, fuel price fluctuations, etc. could be included in an evaluation of projected rates.

5. Will there be?

- A cost containment mechanism
    - In conjunction with open and transparent rate setting processing, with opportunity to alter renewable energy goals if retail rates rise sharply

It will be up to the Program communities and RMP to determine which resources they would like to procure and when. The communities could choose not to procure a resource if the costs are projected to be too high or create guidelines to address cost concerns.

- Local project prioritization
    - Distributed Energy Resources (DER), such as rooftop solar

HB 411 defines the resources communities will procure as follows. This could include distributed energy resources in addition to resources that facilitate the deployment of renewable resources through grid management or energy storage.

The communities may also pursue distributed energy resources outside of the Community Renewable Energy Program.

87 (14) "Renewable energy resource" means:
88 (a) electric energy generated by a source that is naturally replenished and includes one
89 or more of the following:
90 (i) wind;
91 (ii) solar photovoltaic or thermal solar technology;
92 (iii) a geothermal resource; or
93 (iv) a hydroelectric plant; or
94 (b) use of an energy efficient and sustainable technology the commission has approved
95 for implementation that:
96 (i) increases efficient energy usage;
97 (ii) is capable of being used for demand response; or
98 (iii) facilitates the use and development of renewable generation resources through
99 electrical grid management or energy storage.

- Energy efficiency, “intelligent” energy efficiency, conservation

See lines 94 - 99, above.

- Load shifting: Demand Side Management (DSM), peak shaving, critical peak pricing

See lines 94 - 99, above.

- Clean air features, e.g. electrification of transportation

The Community Renewable Energy Act doesn’t address clean air, although it is a consideration the communities could use when procuring resources. The Act doesn’t address transportation.

- Ongoing opportunities to re-examine priorities, with local citizen input?

The goal of the Community Renewable Energy Act (100% net renewable electricity, community-wide) and timeline (2030) are defined in statute. Communities can play a role in deciding which resources to procure, and the pace at which resources are procured to meet those goals. Any community can choose to exit the Program by failing to pass an ordinance once the Program application is approved by the Commission. There may be

provisions for communities to leave the Program should they choose to do so in the future, although there will likely be costs associated with exiting once resources have been procured for the community.

5. How will the power purchase agreements (PPAs) be configured? Especially in light of rising curtailments
   http://www.caiso.com/informed/Pages/ManagingOversupply.aspx

This is not addressed in rules and is an important consideration when soliciting and procuring new resources.

Will a stranded asset (or exit fee) be charged to the ratepayers who are in the new plan? Customers who live in a participating community will be able to opt-out of the program with no fee before it commences, and they will also be able to exit the program with no penalty within three billing cycles after the program commences. There will likely be a fee to exit the program after that.

The CCAs/CCEs that I researched were all l located in states with existing RPS; the incumbent utilities and the state level regulators (e.g. state utility commissioners, rate payer advocates, independent system operators) have experience evaluating and integrating renewable energy projects including: reliability impacts, cost impacts, payment mechanisms, risk exposures and more.

Utah has a Renewable Portfolio Standard with a goal of 20% renewables by 2025.

New, cost-competitive ($20/kWh), non-pumped storage hydro (PSH), long duration (i.e. greater than an hour) bulk energy storage is forecast to be available in 15-20 years in best case scenario.

The LA Department of Water and Power recently signed a contract to purchase solar and storage with a duration of 4 hours - https://www.latimes.com/environment/story/2019-09-10/ladwp-votes-on-eland-solar-contract

Southern California Edison is planning to replace a planned natural gas peaker plant with a solar and storage project with 4 hour duration batteries - https://www.greentechmedia.com/articles/read/sce-picks-major-battery-portfolio-in-place-of-puente-gas-plant#gs.6jrw5i

Top Ten Takeaways from the Urban Land Institute Fall Meeting

14 October 2019

Top Ten Takeaways from the Urban Land Institute Fall Meeting

1. *Community Land Trusts (FRANCIS)*
2. *Tools to Make It Happen (MIKE)*
3. *Trans Dem. Mngmt (FRANCIS)*
4. *Water Works: Why H2O Makes Good Places Great (NICOLE)*
5. *Looking Up: Lessons learned from arcades, strategic architecture, and Palmer Alley (FRANCIS)*

Top Ten Takeaways from the Urban Land Institute Fall Meeting

6- Economic trends and the forecast for real estate (MIKE)

7- Instagramable: Why Entertainment is the Future of Retail (NICOLE)

8- Millcreek Needs an Urban Backyard (FRANCIS)

9- We Need S'More Popups in Our Cities (NICOLE)

10- Best Practices in Programming Parks (MIKE)

1

Community Land Trusts



We can't just build our way out of the housing affordability crisis

HOW DOES IT WORK?

TRADITIONAL PURCHASE



In traditional Real Estate transactions, the homeowner owns the house and the land that it sits on.

COMMUNITY LAND TRUST



The CLT separates ownership of the land from the buildings that sit upon it. The CLT retains ownership of the land and leases it to the homeowner.

WHAT ARE THE BENEFITS?

- Allows buyers to get into an affordable home.
- Lowers monthly mortgage payments.
- Buyers own the home and the improvements.
- Provides an opportunity for buyer to earn equity.
- Keeps the home affordable for future buyers through deed restriction.

2

Tools to Make It Happen

(MIKE)



Business Improvement Districts



B.I.D.s can install and manage street furniture & greenery



B.I.D.s can install and manage street furniture & greenery



Naming rights are another tool

Salesforce Park, San Fran



State incentives for Opportunity Zones

Ivy Station, Culver City, Calif.



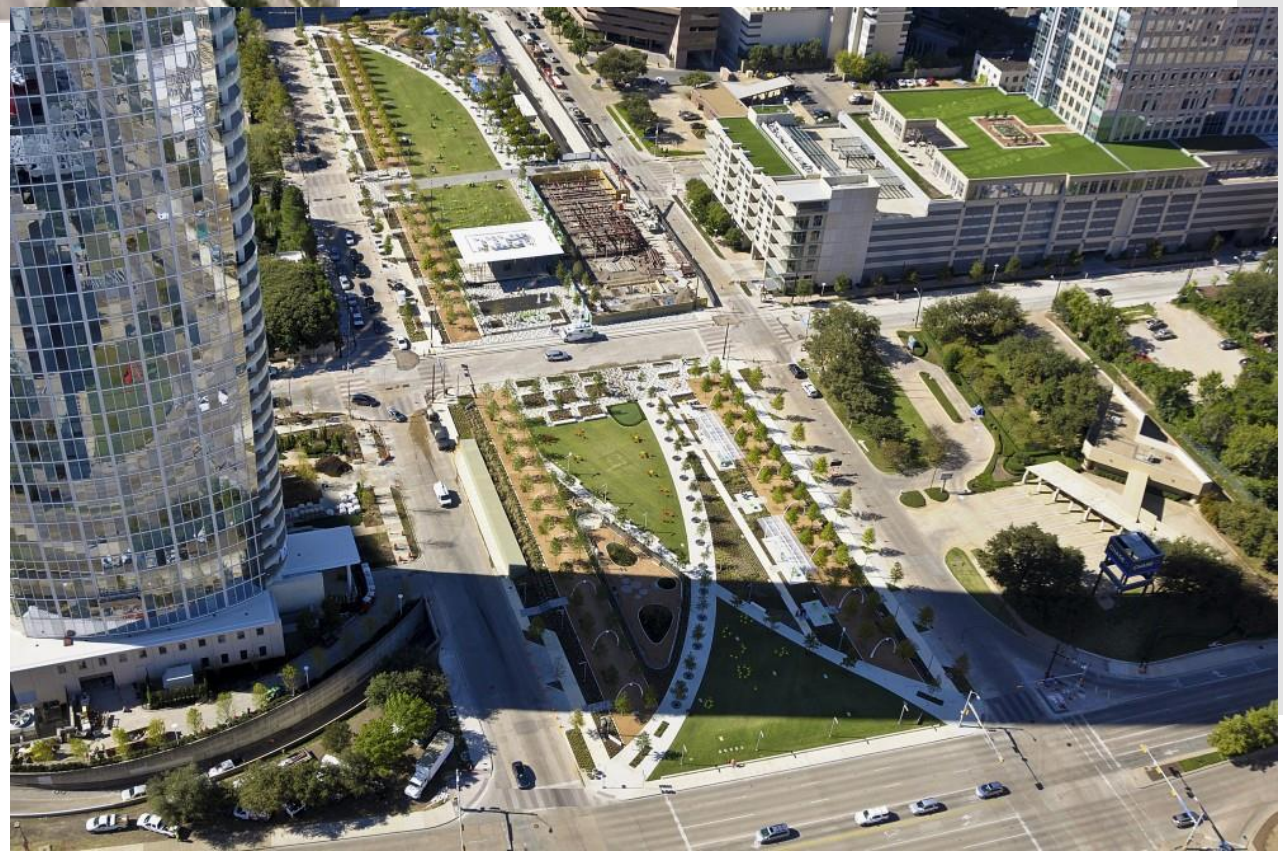
Utilizing public air space = free real estate

Klyde Warren Park, Dallas



Before

After



Maintaining focus through the plan



3

Transportation Demand Management

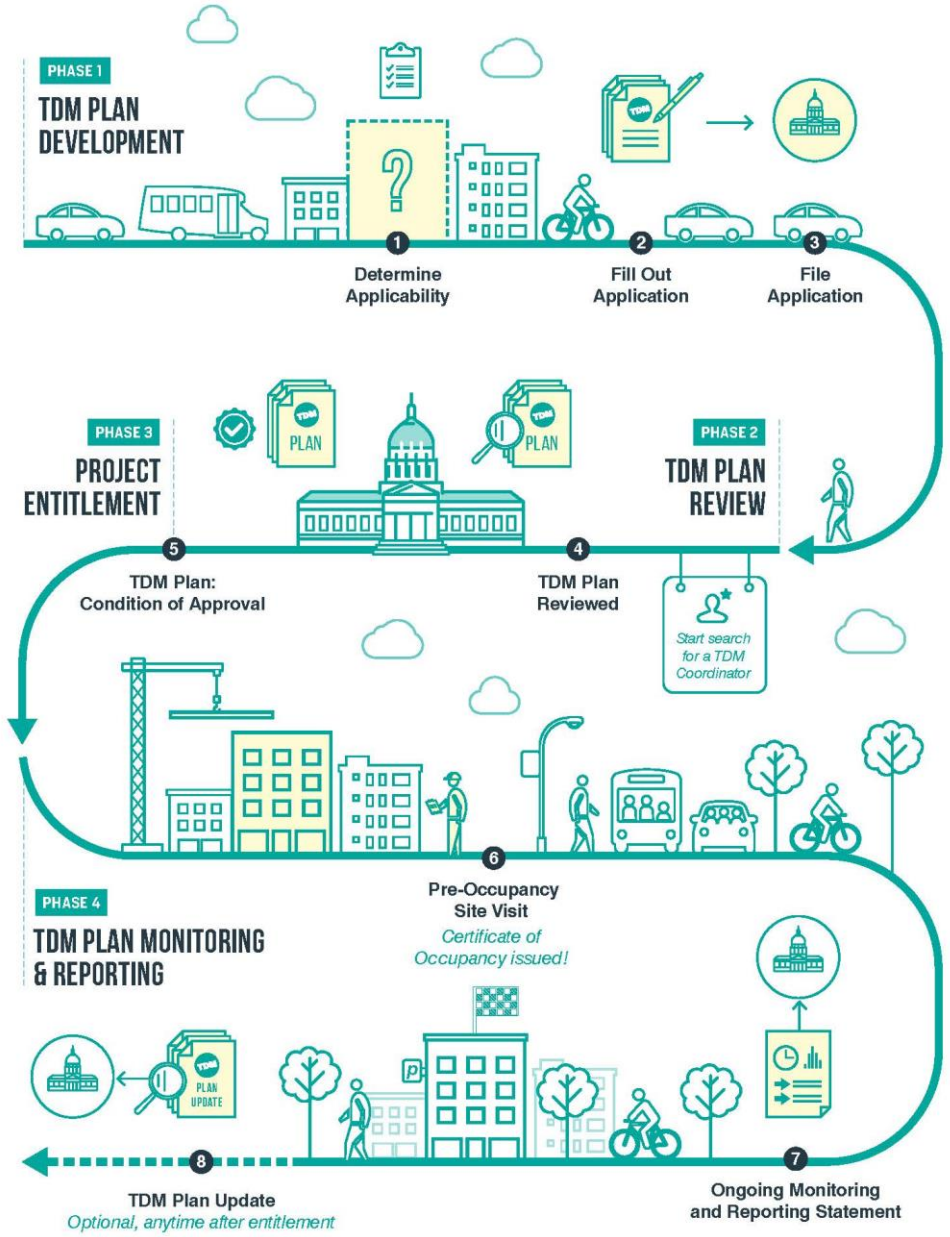


A walkable mixed use center

3

Transportation Demand Management

FIGURE 1-1: OVERALL PROCESS



4

Water Works:

Why H2O Makes Good Places Great



Ambiance



An Oasis in the "Concrete Jungle"



Essential for Summers



Art & Identity
=
Marketability



Healing & Memorializing





Entertainment for the young



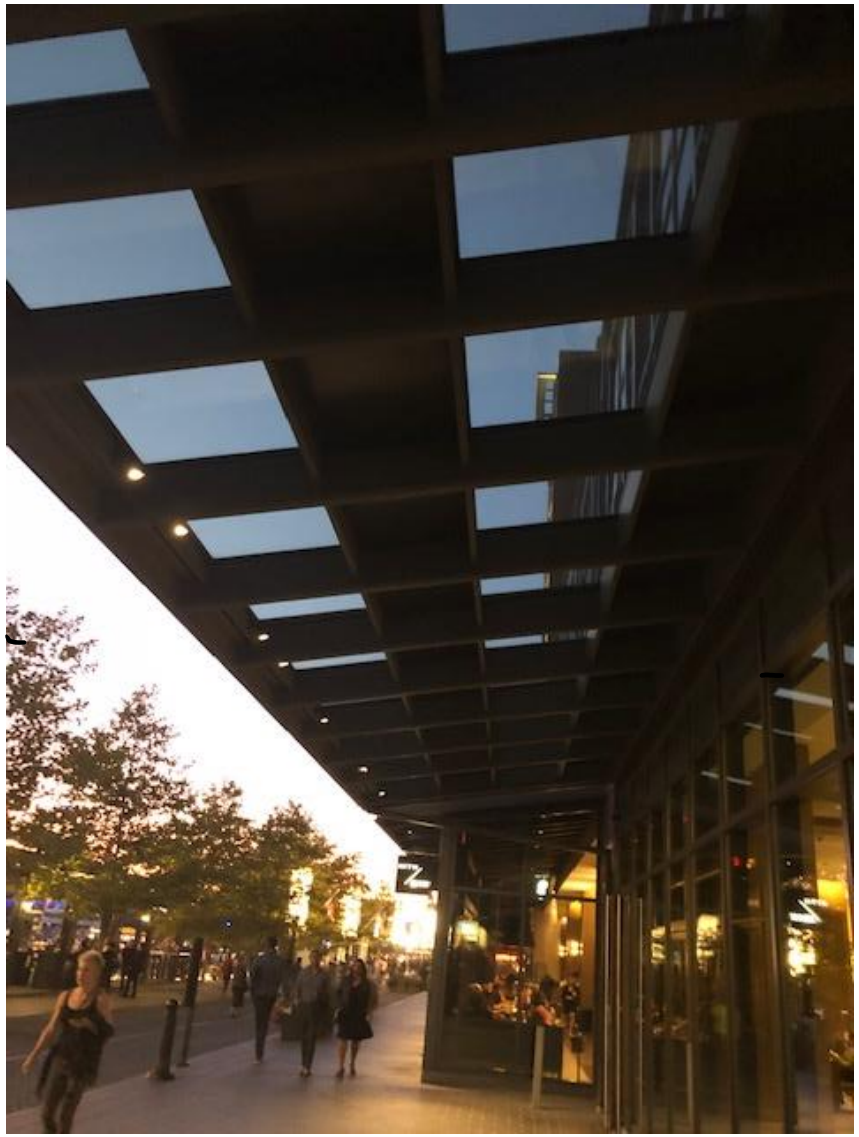
…and old

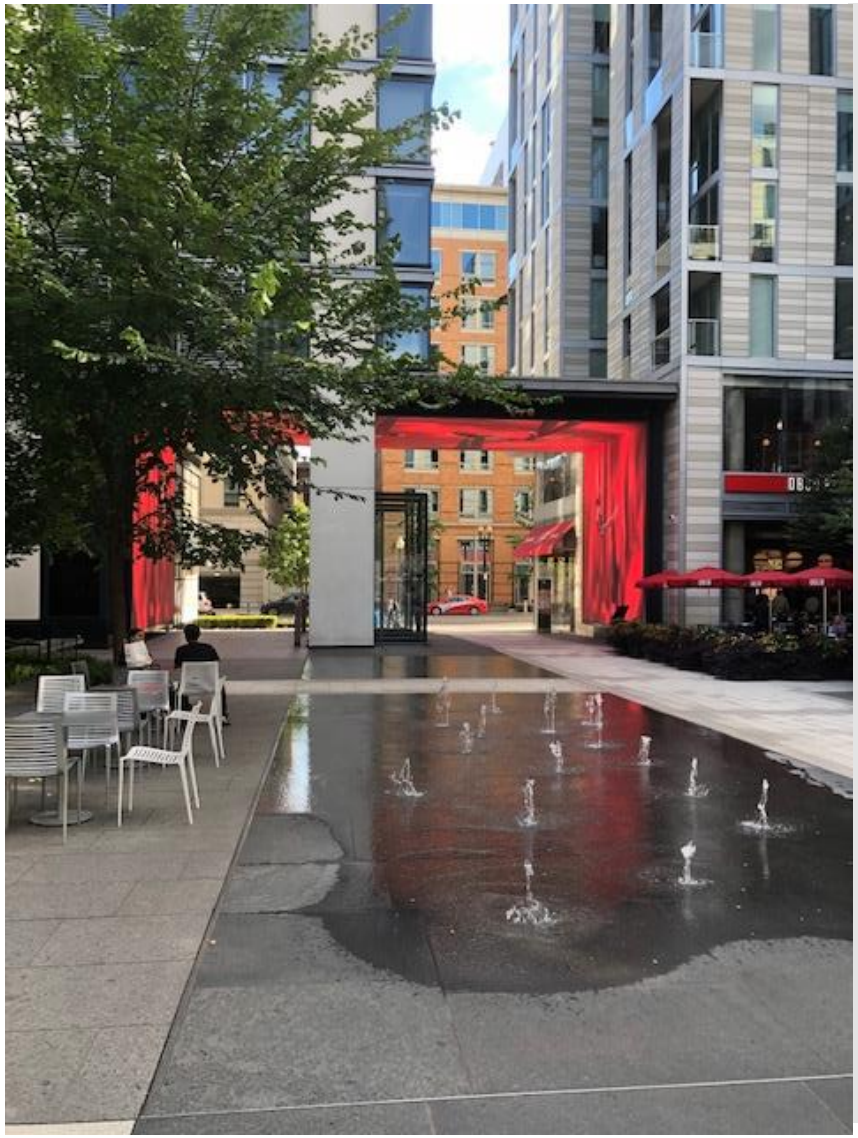


5

Looking Up:

Lessons learned from arcades, strategic architecture, and Palmer Alley

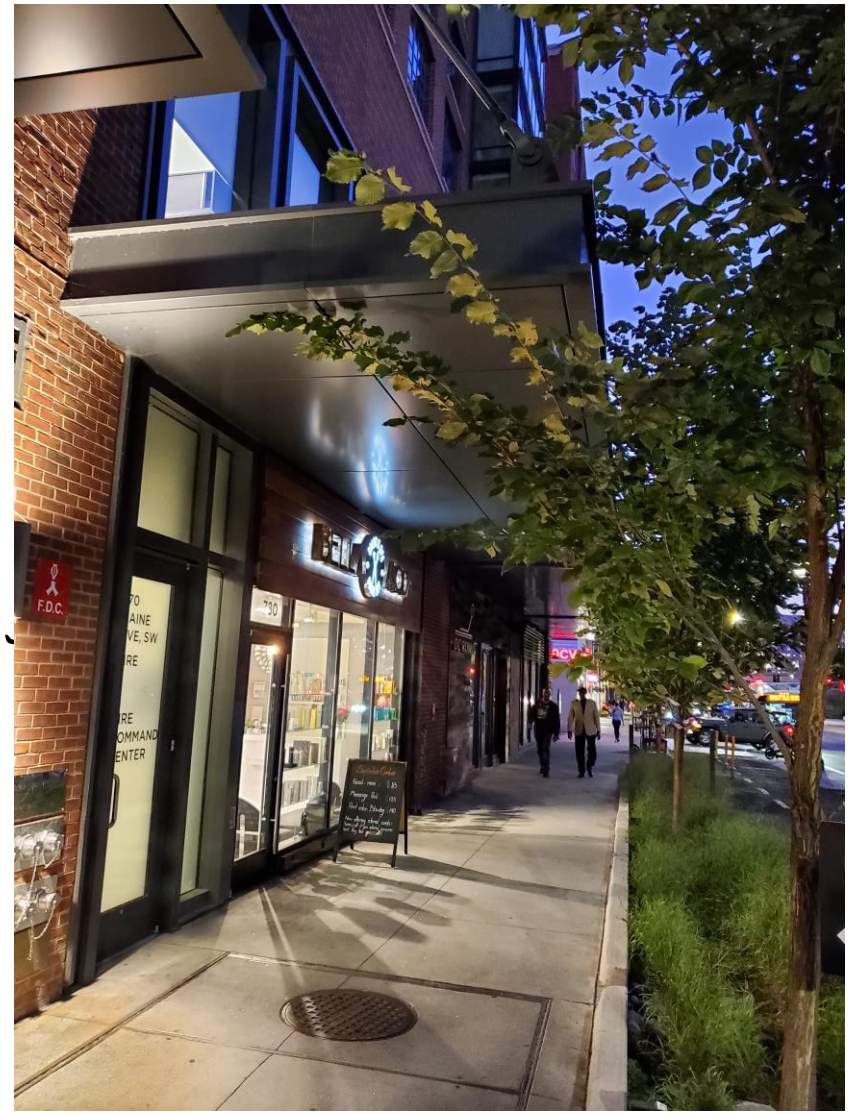




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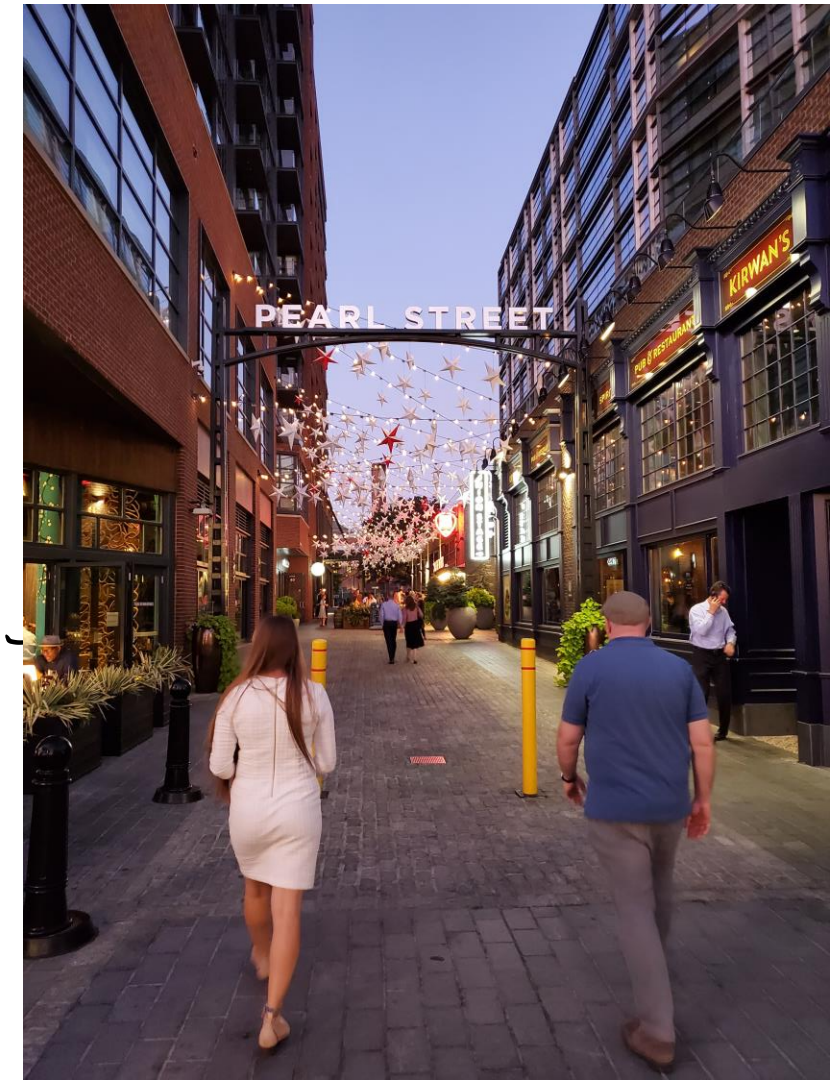


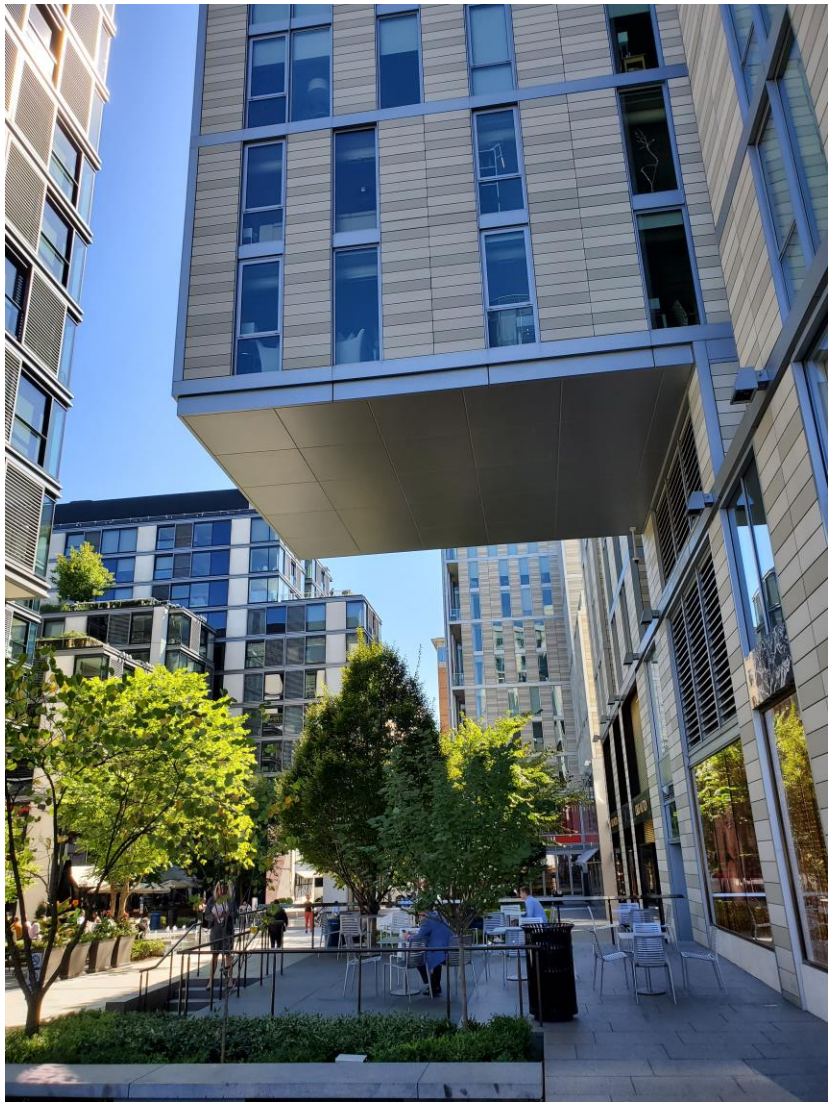


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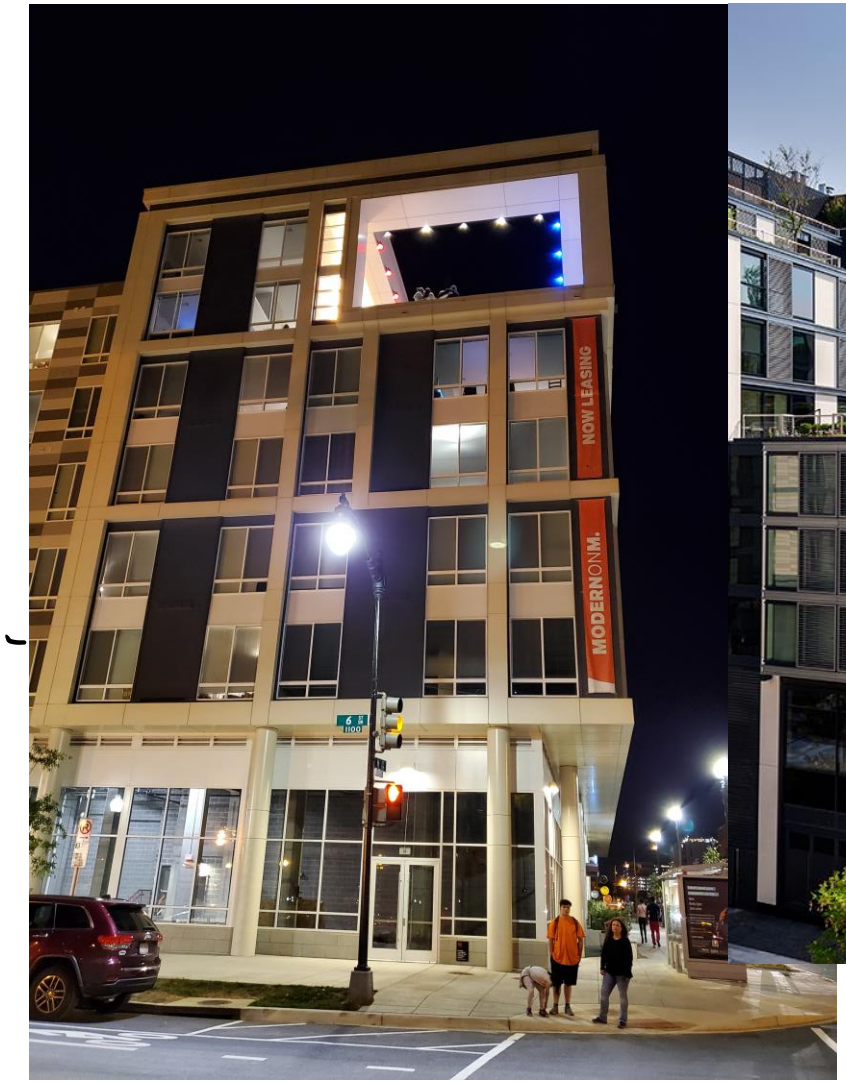




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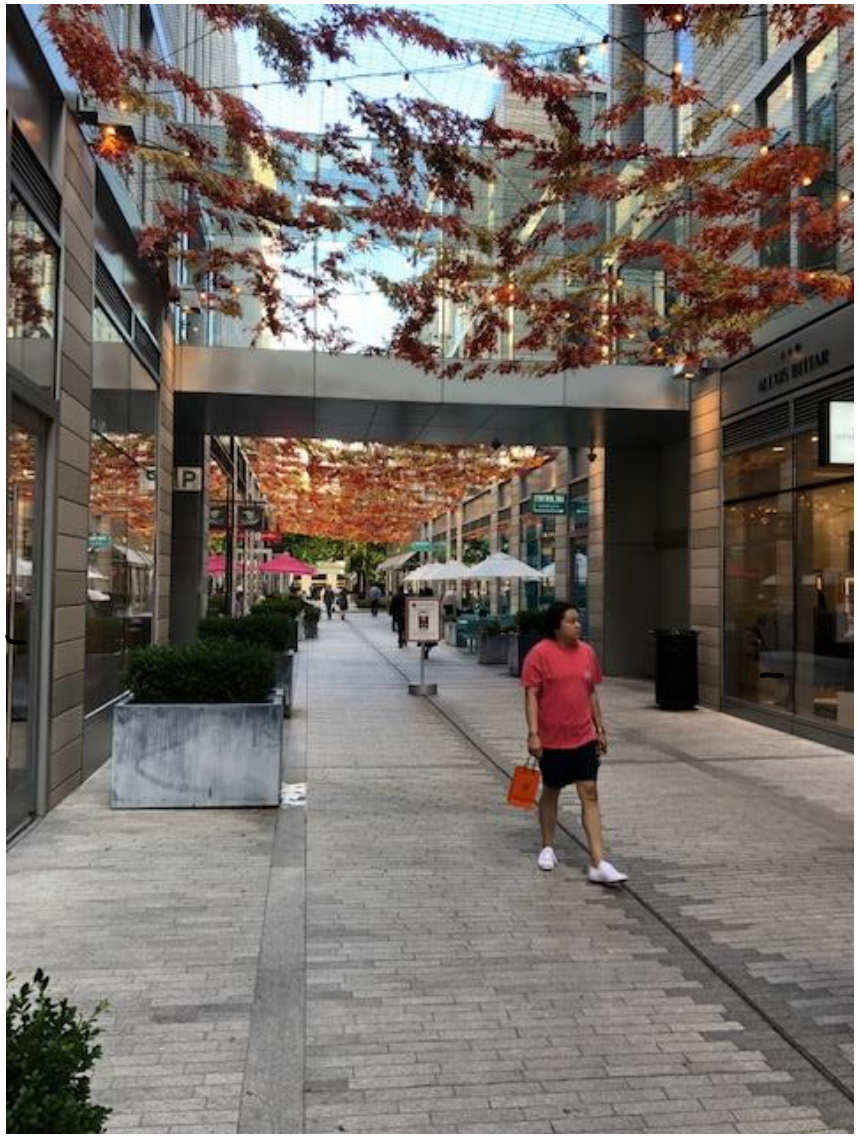




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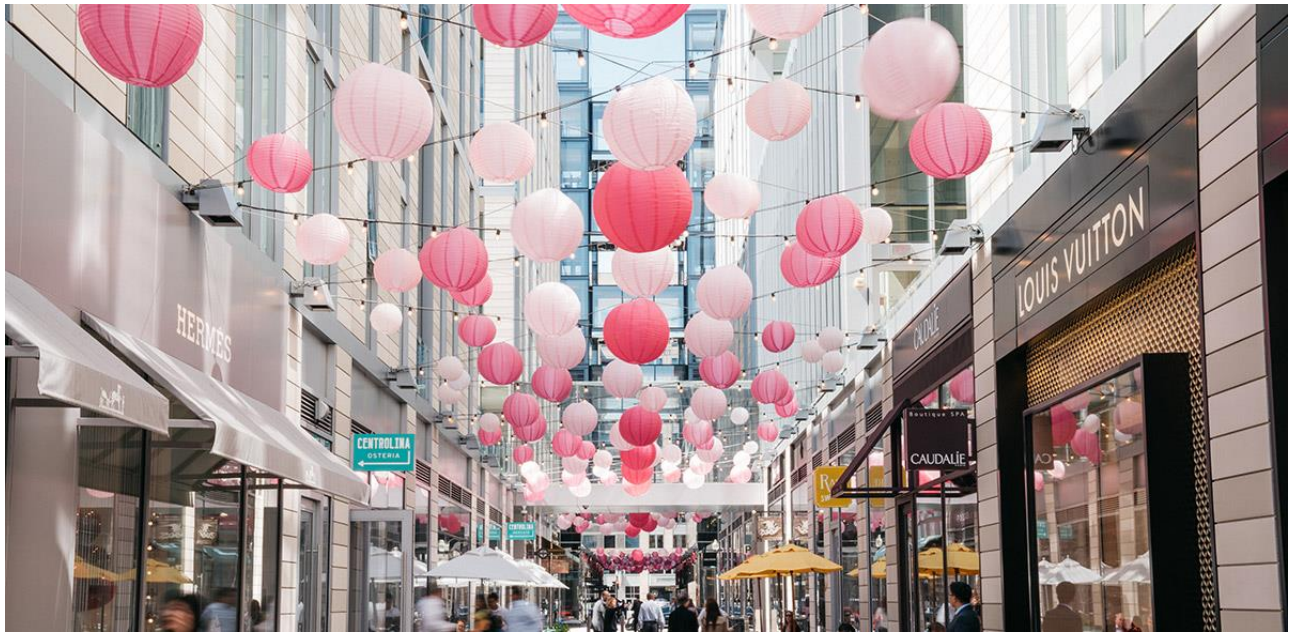


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Looking Up:

Lessons learned from arcades, strategic architecture, and Palmer Alley





5

Looking Up:

Lessons learned from arcades, strategic architecture, and Palmer Alley

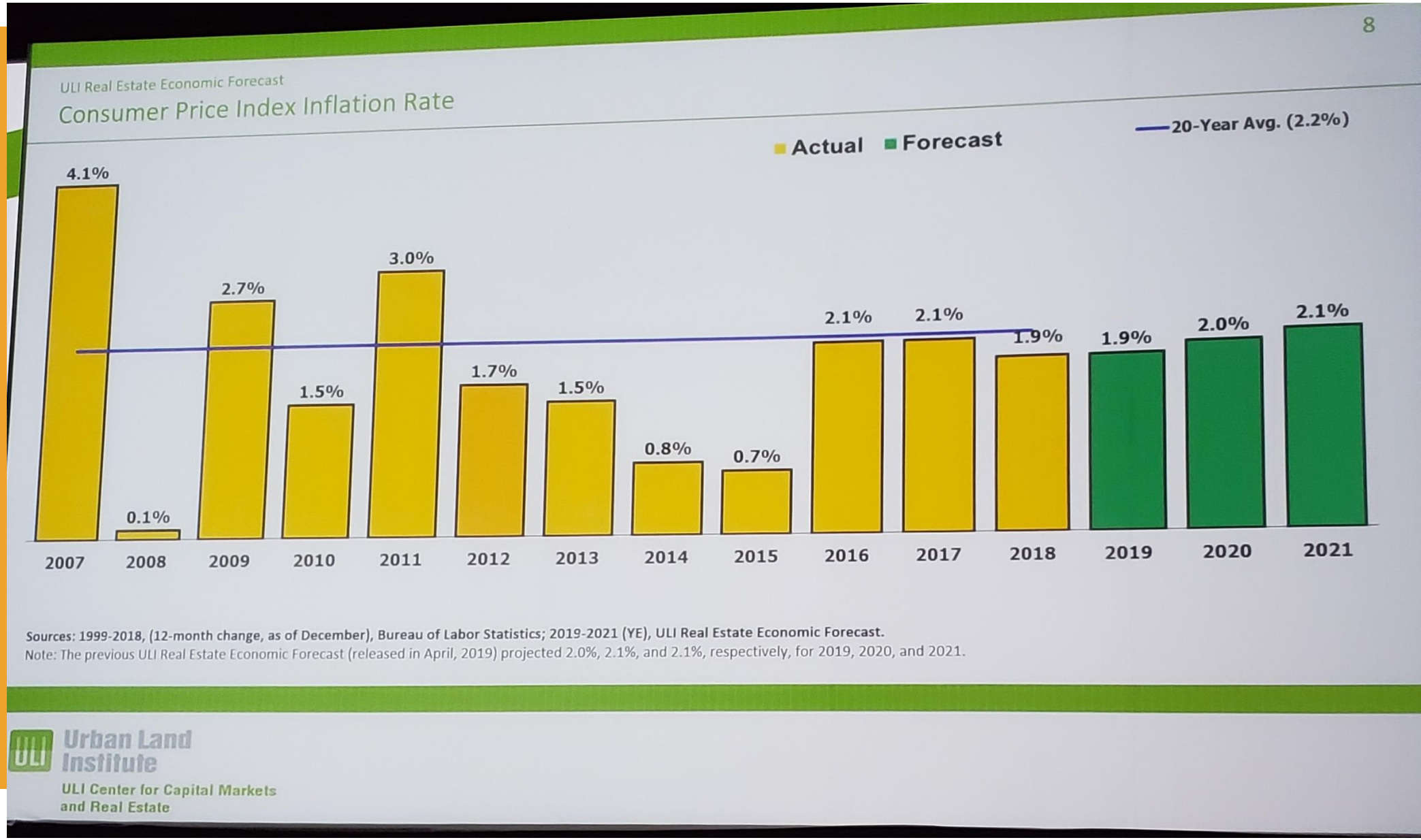


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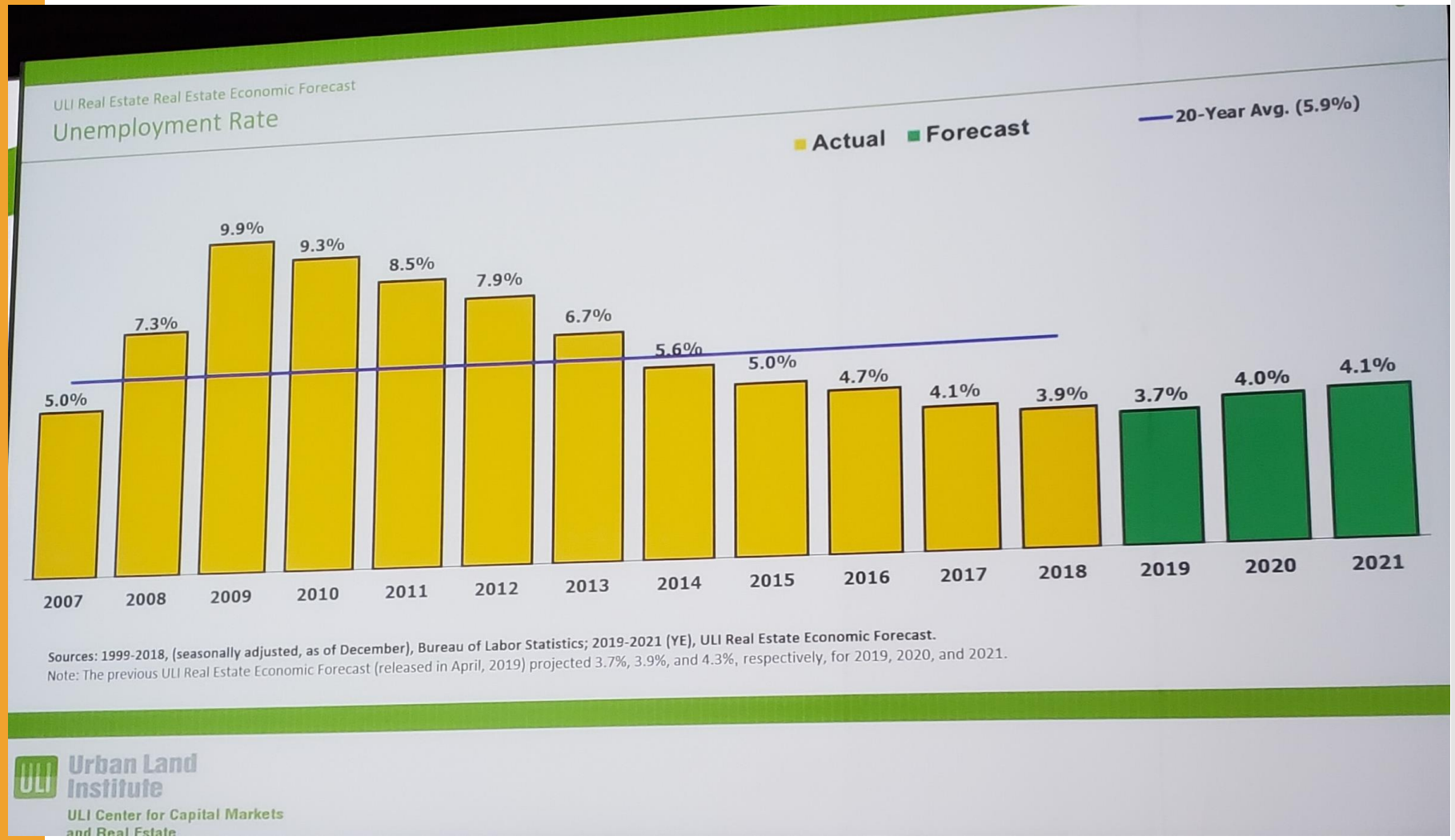
Economic trends and the forecast for real estate



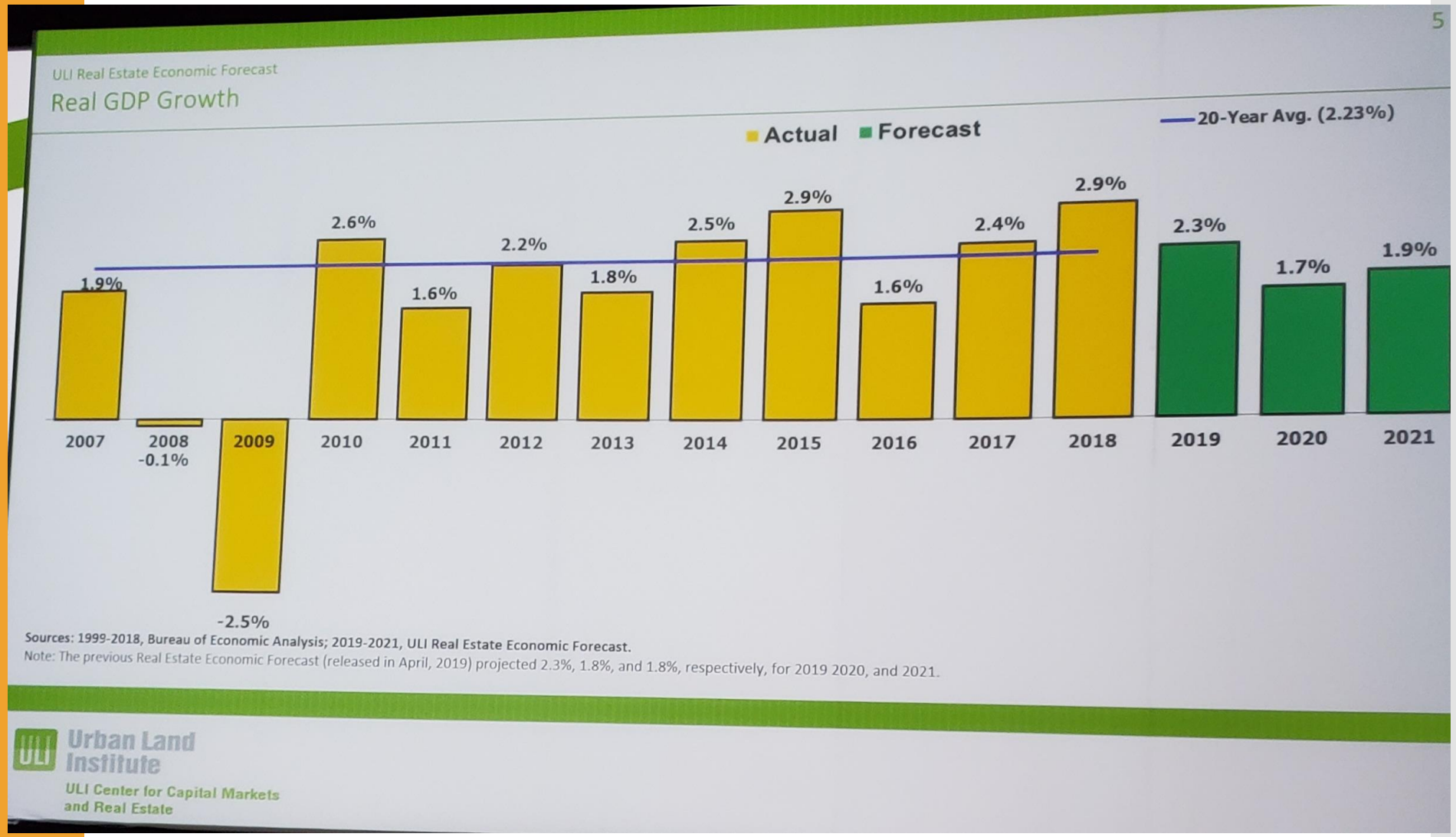
Inflation is flat



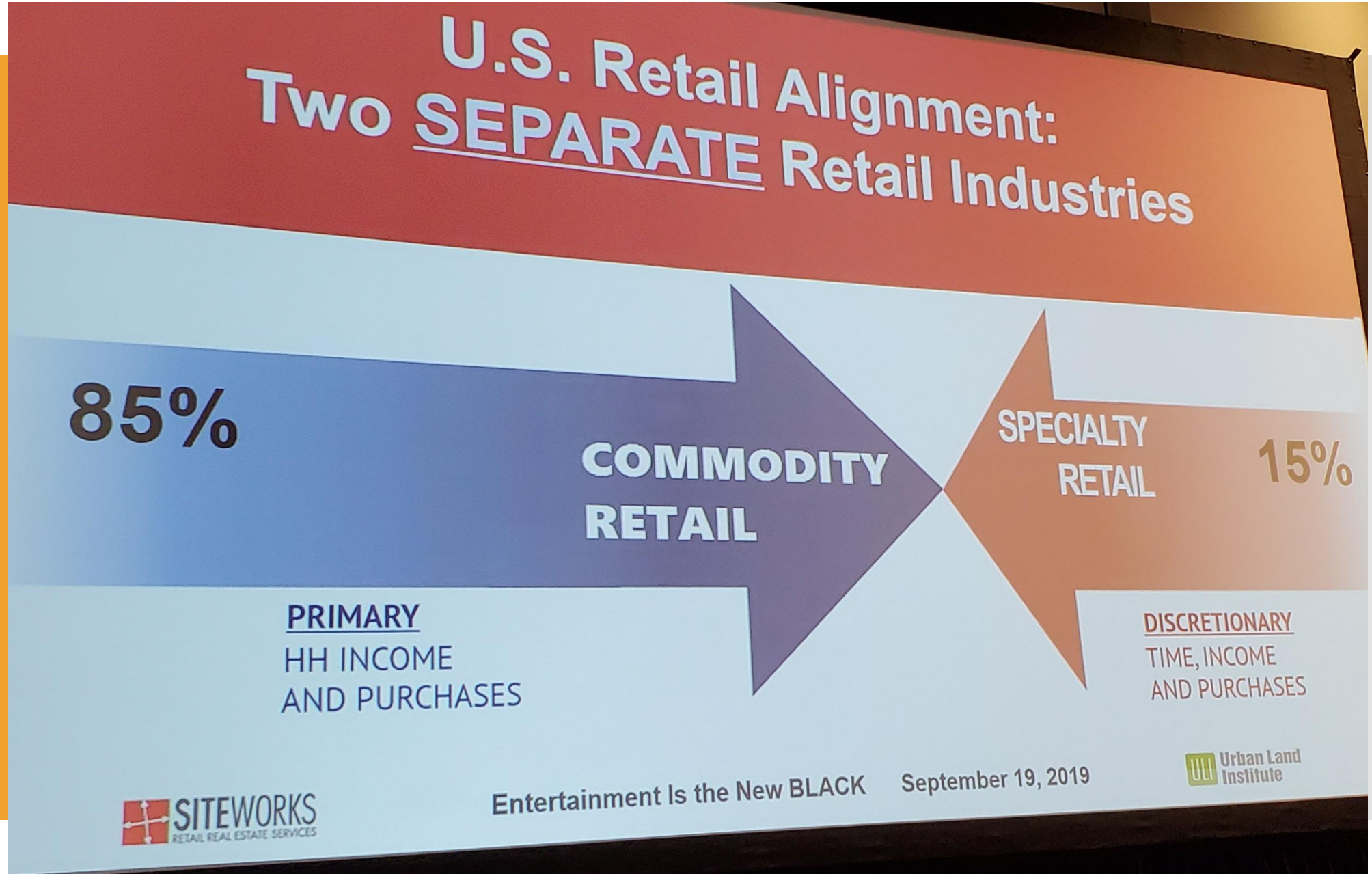
Unemployment forecasted flat



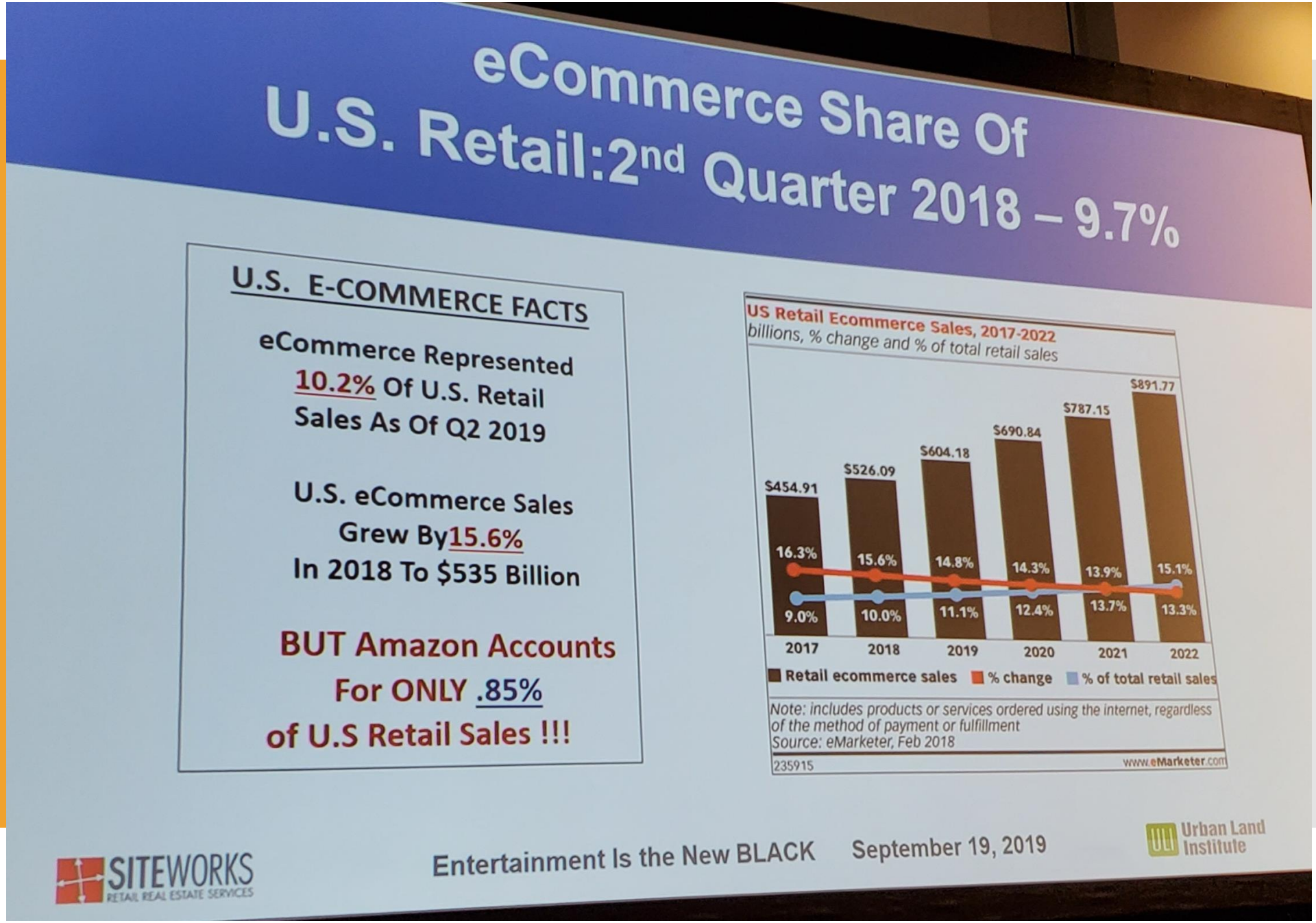
Slowdown in GDP growth



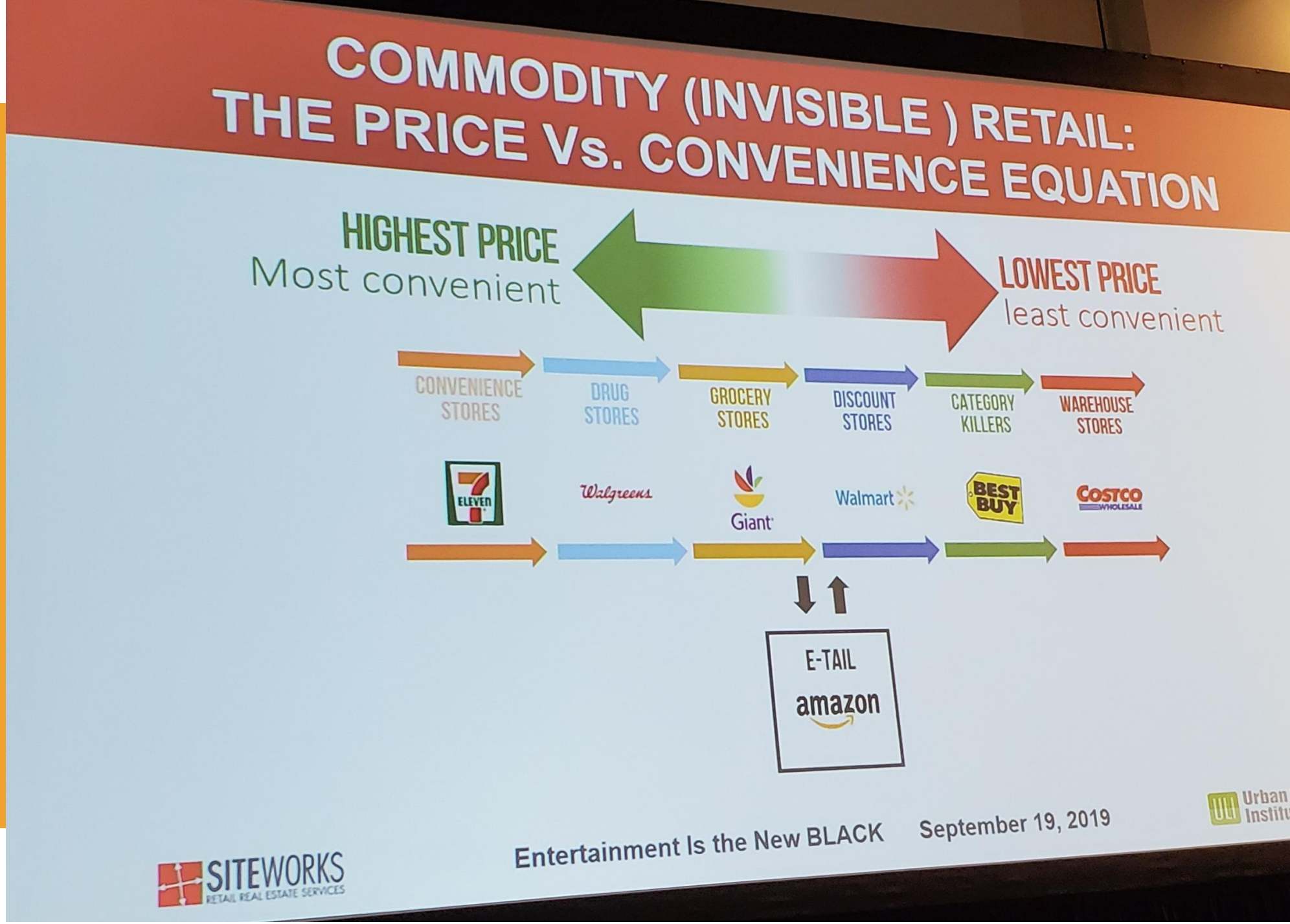
Retail is changing



Online is big, but not as big as you'd think



Retail is changing



Understand your retail target



Understand your retail target



7

Instagramable: Why Entertainment is the Future of Retail



An Experience, not just a Product



Open Space must be Interactive, not Passive



Feed the Need for Participation



“Selfie-Worthy”



Design with People & Photos in Mind



Repeat, Reuse & Repurpose









8

Millcreek Needs

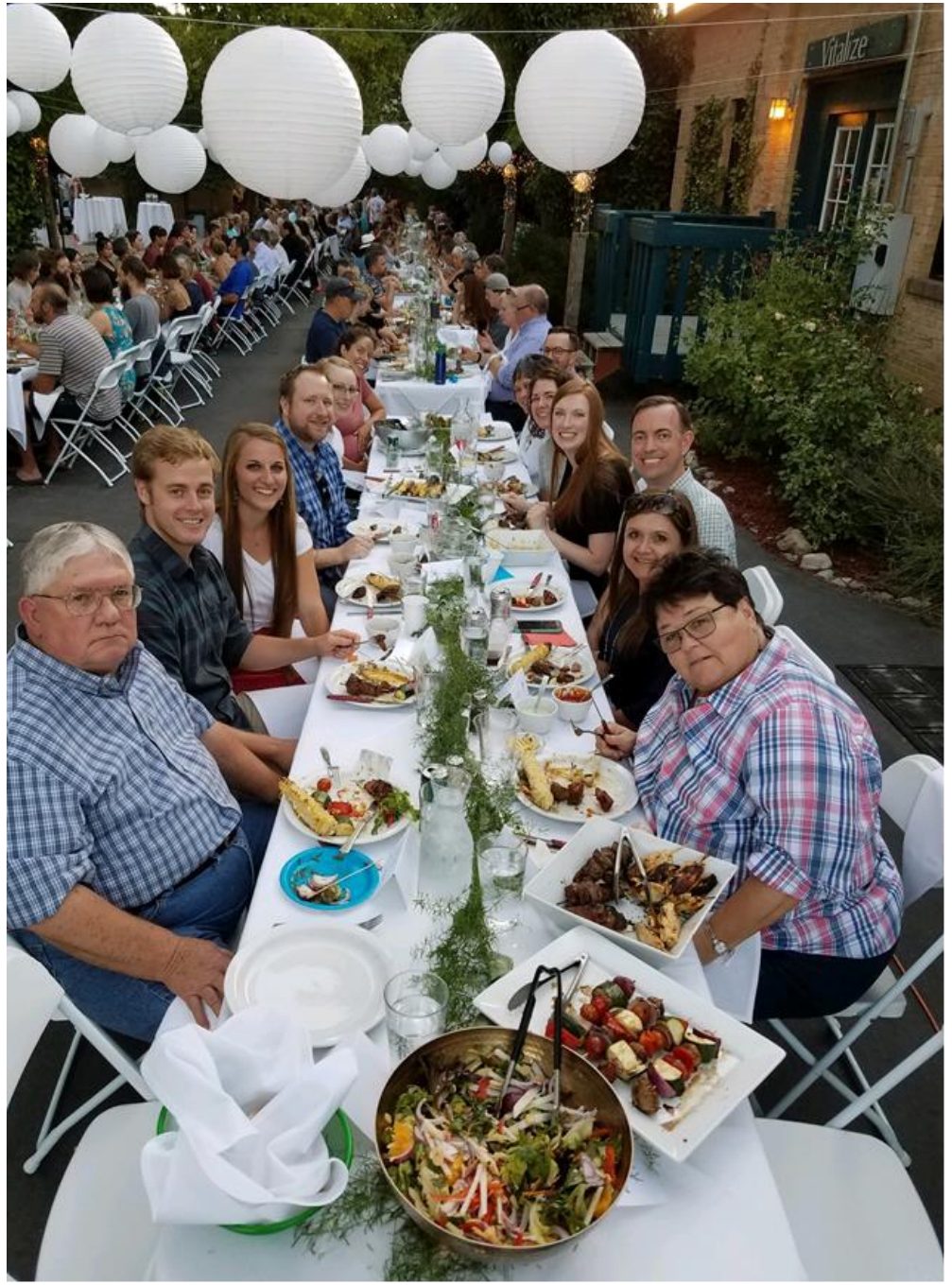
an Urban Backyard





9

We Need S'More Popups in Our Cities



Planning for People



Invite Interaction





Portable Entertainment Aids Programming



Temporary Solutions



Cost Effective



Flexible





Creative, Without the Cost

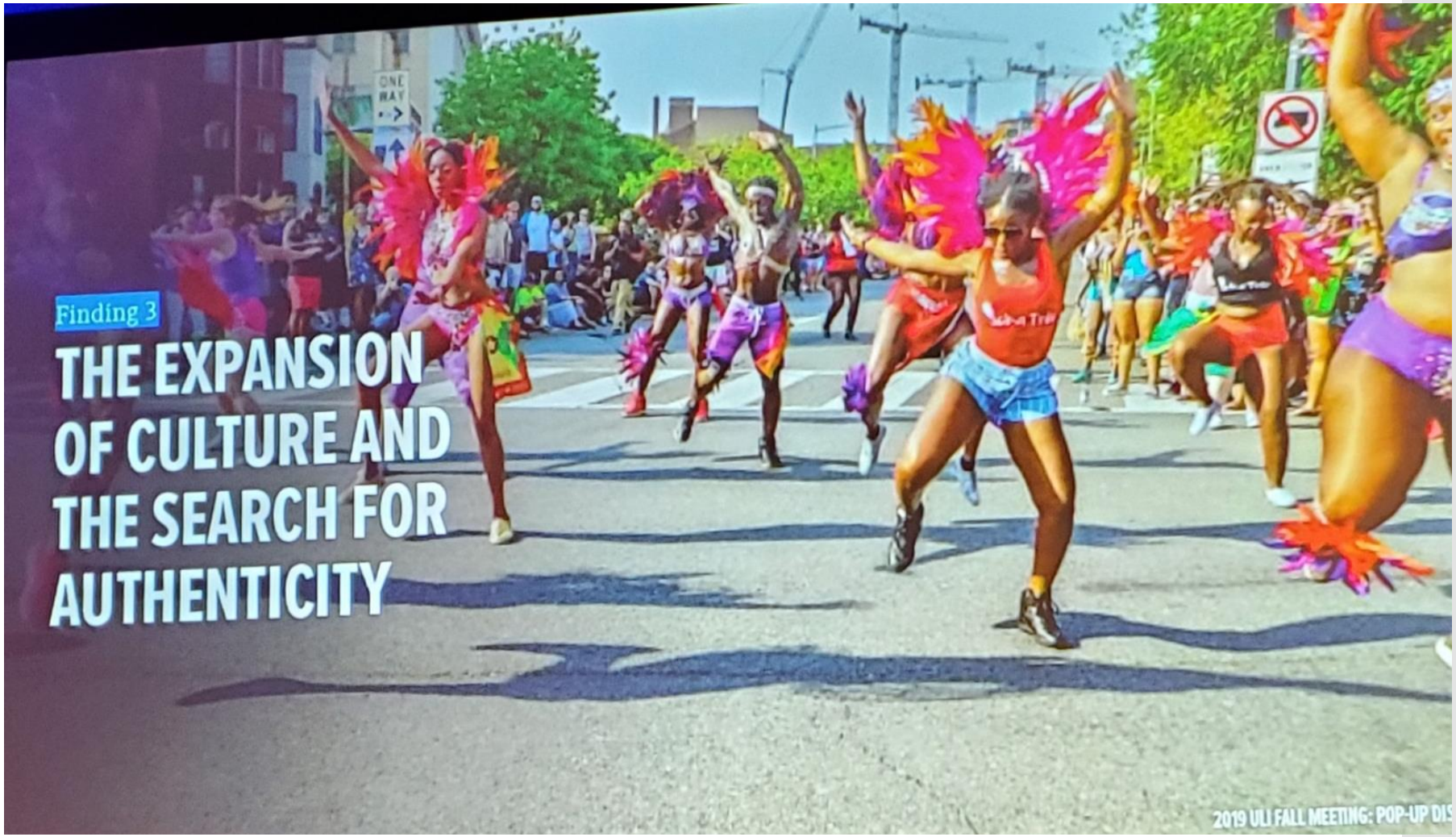


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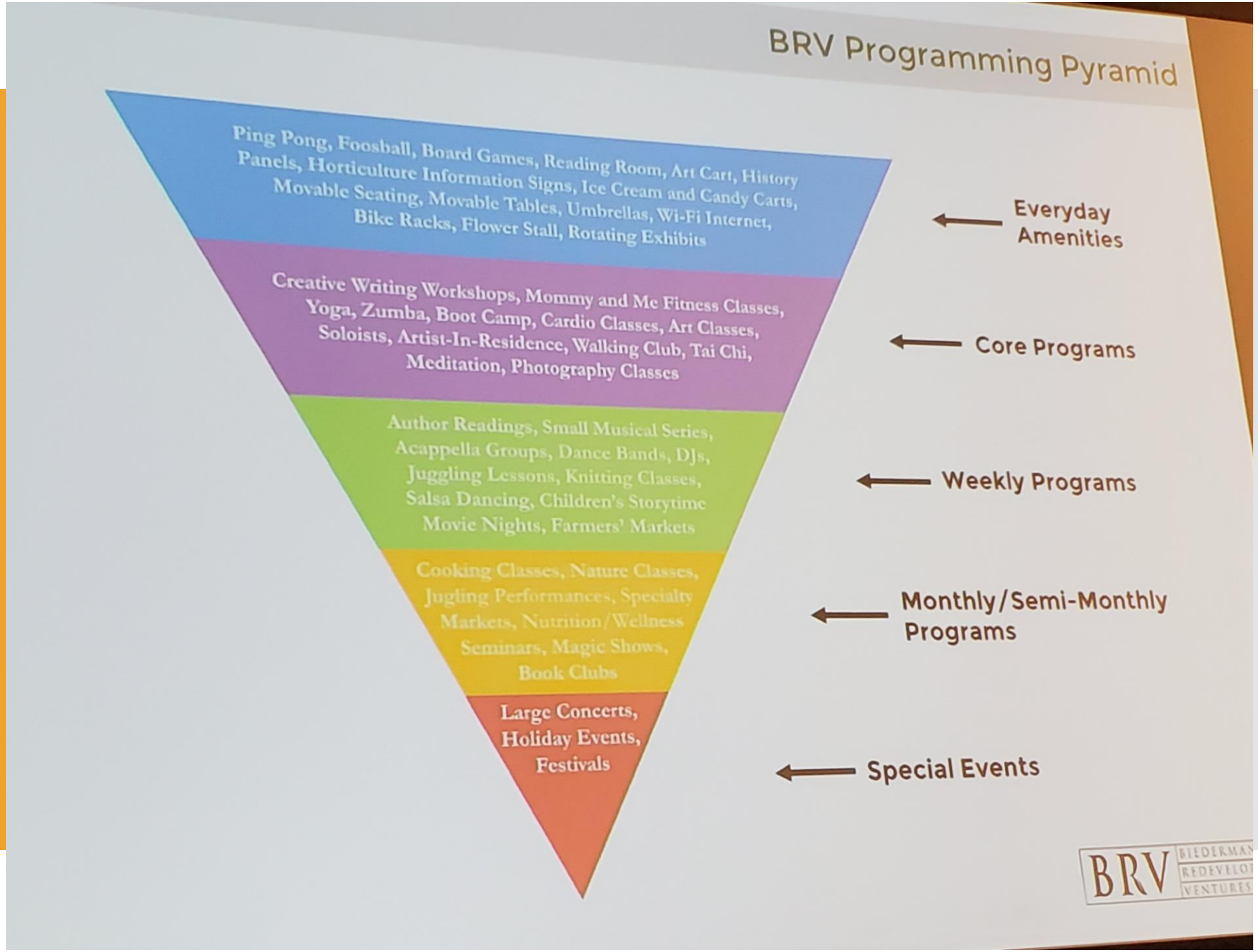
Best Practices in Programming Parks



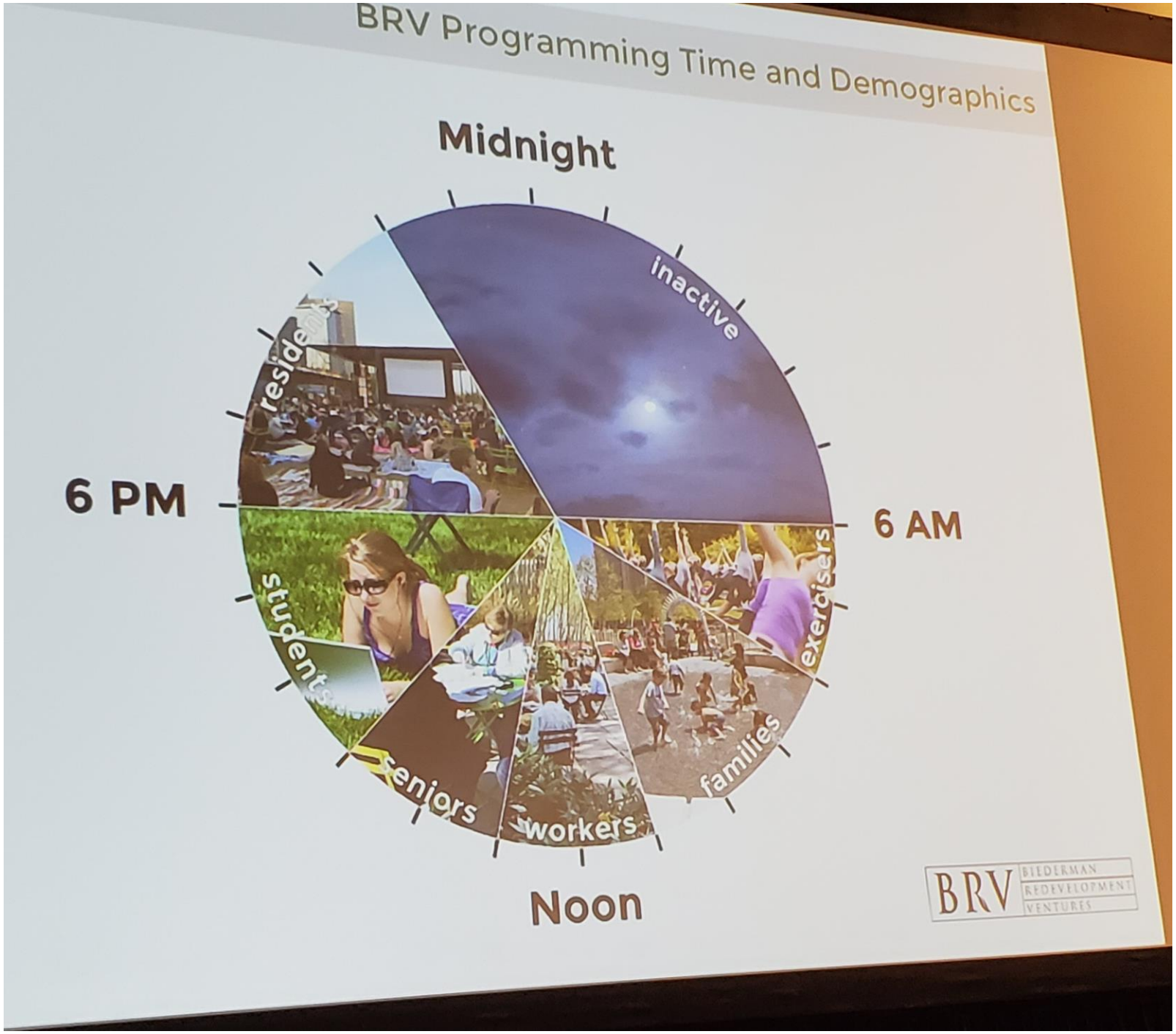
People hunger for authentic community interactions



Programming is needed at different levels



Programming needs to be thought about throughout day



Sign post what is happening, what is coming up





Ping Pong tables in parks are AWESOME



Easy to maintain

Appeal for all ages



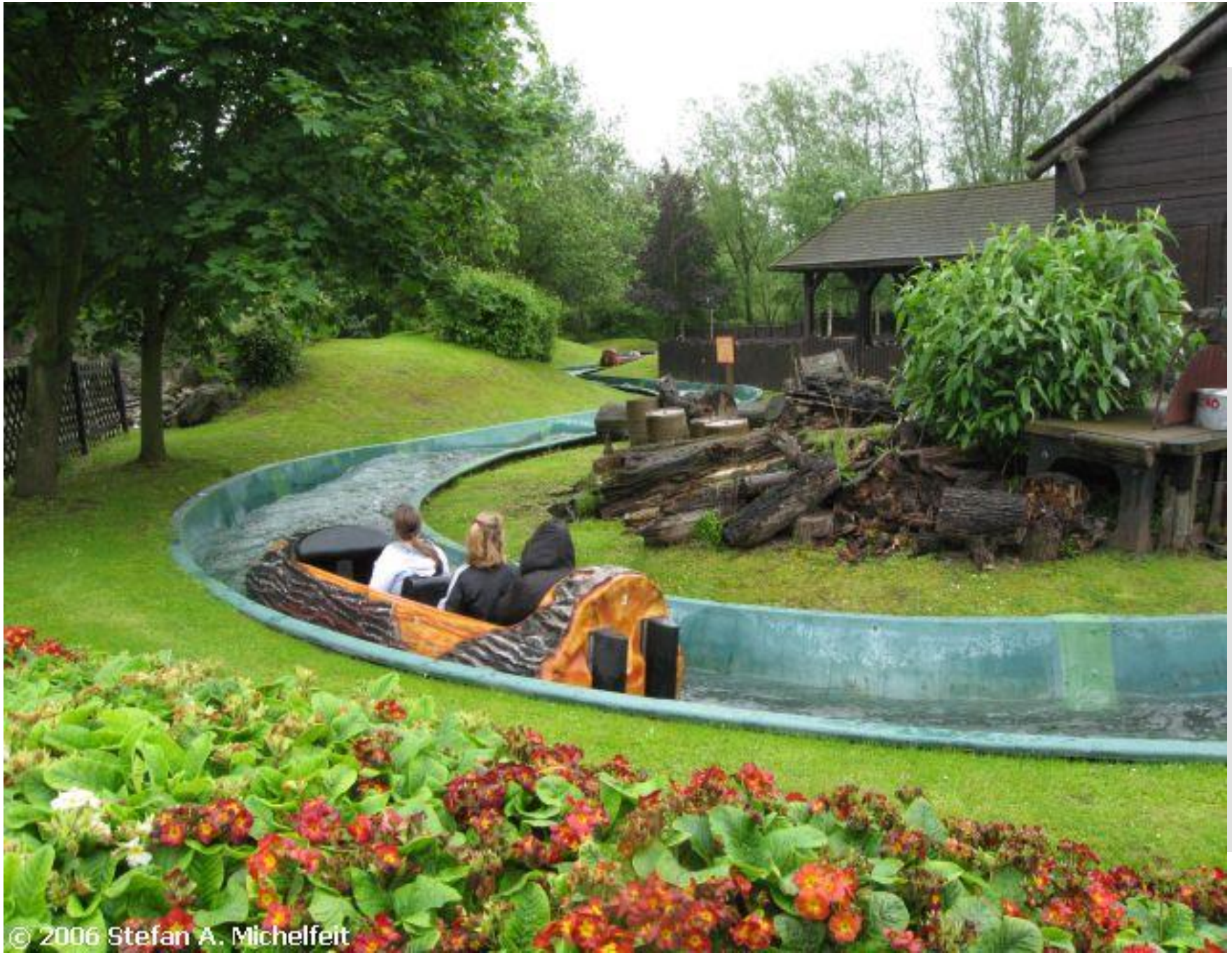
How about an outdoor reading room?



Places to share televised events are valuable



Family attraction spread throughout the public open space



Any questions?



3330S. 1300 E.
Millcreek, UT 84107
801-214-2700
millcreek.us

File No. GP-19-002

City Council Staff Report

Meeting Date: **14 October 2019**
Applicant: **Millcreek**

Request: **Amendment to Millcreek Together General Plan**

Prepared By: **Blaine Gehring, AICP**

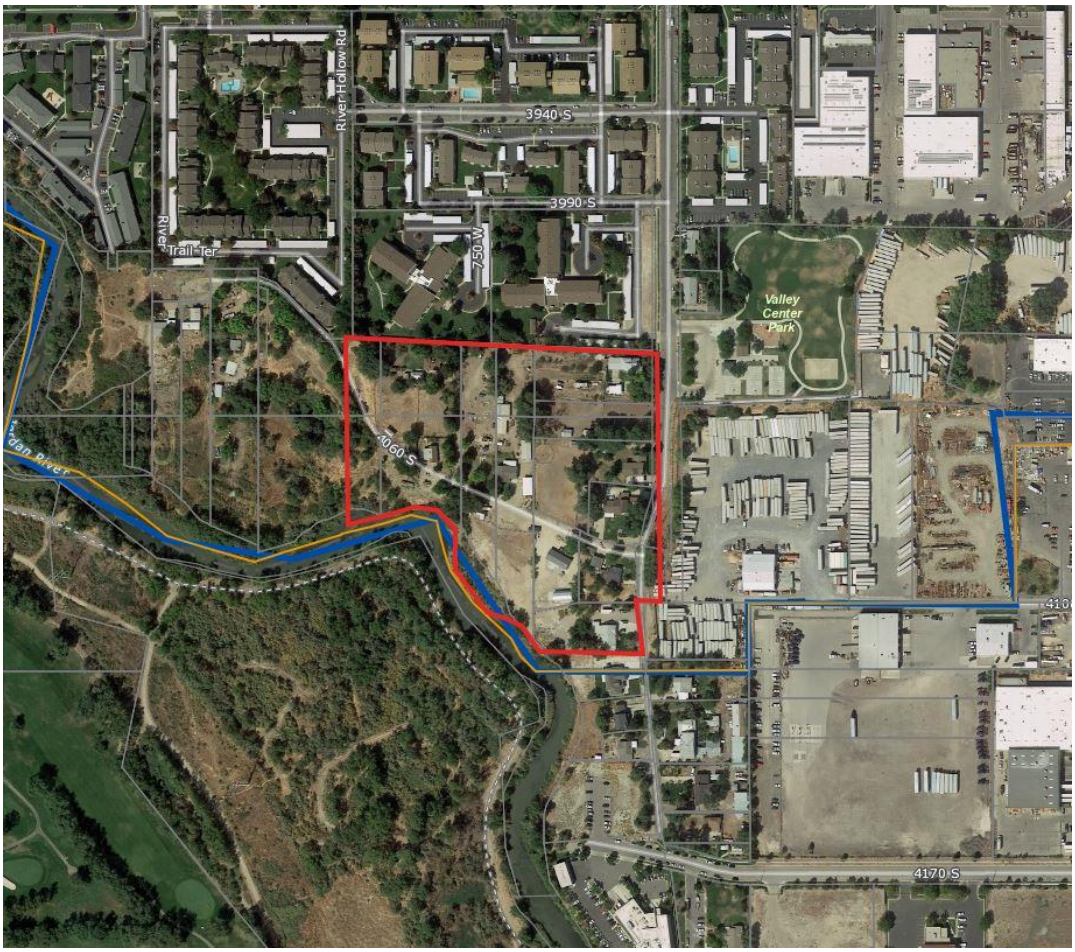
SYNOPSIS AND SCOPE OF DECISION

Millcreek staff has been requested to process an amendment to the Millcreek Together General plan in response to a neighborhood petition. The request is to change the area in the vicinity of 4000 S. and 700 W. designated as Neighborhood 2 in the Millcreek Together General Plan to a Neighborhood 1 designation.

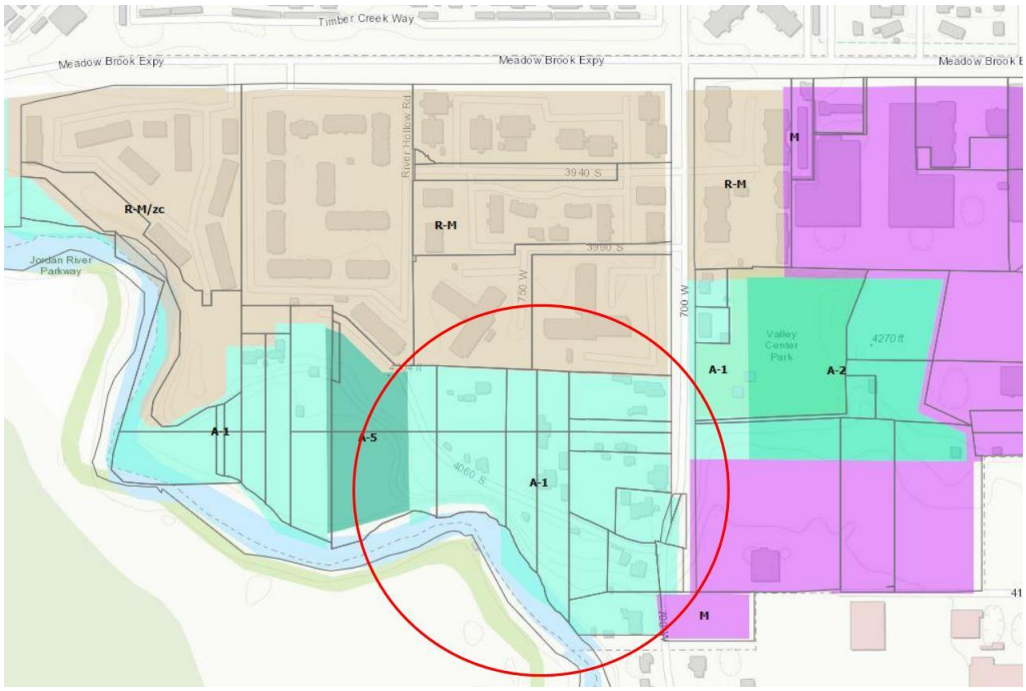
PROJECT INFORMATION

The subject area lies in the area that is one of the few remaining historical agricultural areas left in Millcreek, many of which are slowly being sold off and rezoned for housing development. Millcreek has two agricultural zones still remaining that host a variety of agricultural uses that are no longer compatible with urban living.

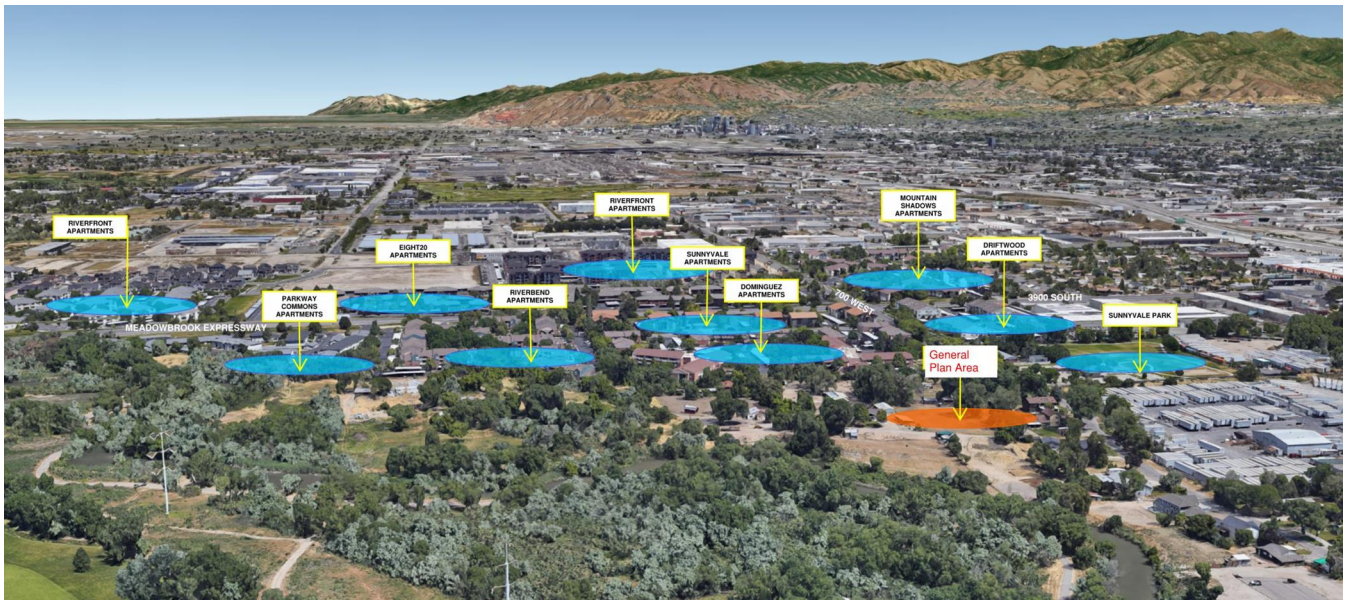
Aerial Map



Zoning Map



The subject area is approximately one mile west from the Meadowbrook TRAX Station and is situated among other medium to high density housing just to the north and into South Salt Lake.



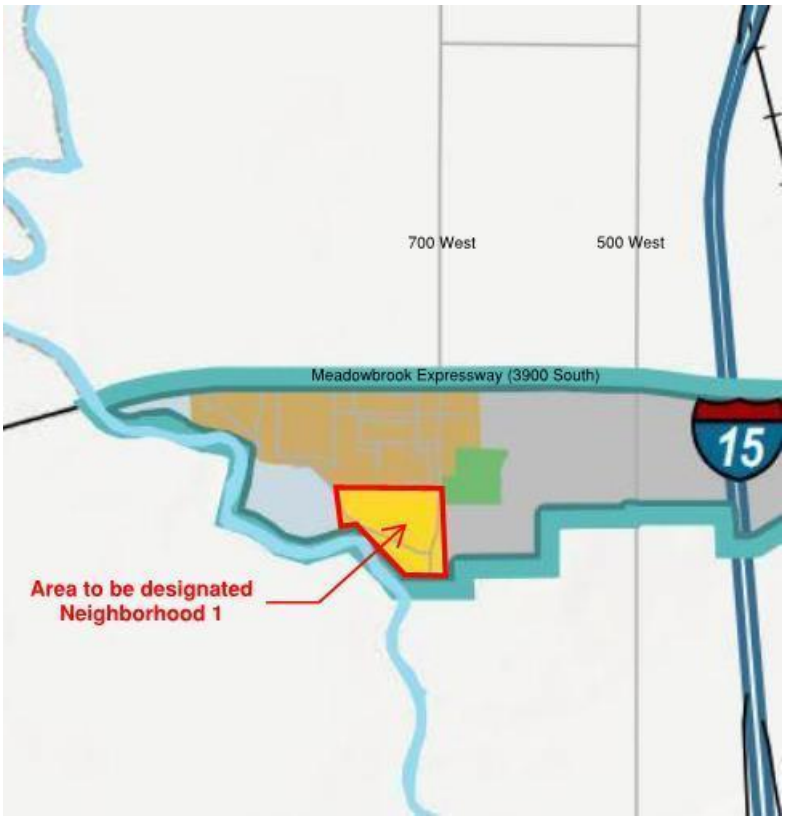
Due to the proximity of the TRAX station, the area has become a site for medium to high density housing which also contains some low-income housing. Basic planning concepts encourage a higher density of residential when in close proximity of public transit, parks and more intense land uses like manufacturing/industrial.

GENERAL PLAN CONSIDERATIONS AND ANALYSIS

Millcreek's Future Land Use Map indicates the area to be designated as "Neighborhood 2" to accommodate a mix of different higher density housing types. Such density would allow for a range of 6-18 units per acre with heights up to 2 to 3 stories. One of the goals of the Millcreek Together General Plan is to increase the amount of affordable housing in the city. During the overall general plan process, it was felt that this was a good area where medium density housing could be developed at a more affordable price range. The area was designated Neighborhood 2 because of its adjacency to existing multiple family housing, a large public park and next to industrial zoning.

Recent proposals to develop townhomes or senior condominiums in the area have met with great opposition by the neighborhood resulting in the citizens' petition.

This is the specific area being requested for the change in the land use designation to Neighborhood 1.



The difference in a Neighborhood 2 versus a Neighborhood 1 designation is as follows:

CATEGORY	USES	RANGE OF DENSITY/SCALE	KEY CHARACTERISTICS
NEIGHBORHOODS			
NEIGHBORHOOD 1	***Primary:*** Single-family detached homes. ***Secondary:*** Parks, greenways, recreation, community gardens, schools, places of worship, and other complementary uses.	Typically 1 – 6 dwelling units per acre.	• Includes neighborhoods (of all ages) that are comprised of predominantly of single-family detached homes. • A well-defined pattern of blocks and direct pedestrian and bicycle connections provide residents with direct access to nearby services and amenities.
NEIGHBORHOOD 2	***Primary:*** Single-family detached homes on smaller lots, duplexes, triplexes, townhomes, and smaller multifamily buildings. ***Secondary:*** Small scale retail, office, restaurants/ cafes, community gardens, community or public services, parks, recreation facilities, schools, and places of worship. Secondary uses should be along major corridors.	Typically 6 – 18 dwelling units per acre. Building heights range from 2 – 3 stories. The A-1 Zone allows for duplexes up to 8 units per acre in a dwelling group by conditional use permit which is within the Neighborhood 2 density range.	• Provides residents with a mix of housing options and densities within close proximity to services and amenities. • May serves as a transition between single-family neighborhoods and higher density corridors or centers.

COMMUNITY COUNCIL INPUT

At their meeting on September 3, 2019, the Millcreek Community Council voted unanimously (7 members) to send a favorable recommendation to the Planning Commission on this general plan amendment.

PLANNING COMMISSION RECOMMENDATION

At their meeting on September 18, 2019, the Millcreek Planning Commission voted 4 to 3 to send a favorable recommendation to the City Council to change the area near 4000 S. 700 W. from Neighborhood 2 to Neighborhood 1 in the Millcreek Together General Plan. Members voting in favor were Allen, Lamar, Sieber and Booth. Members voting against were Stephens, Healey and Reid.

SUPPORTING DOCUMENTS

Neighborhood Petition

Petition for Millcreek General Plan Change

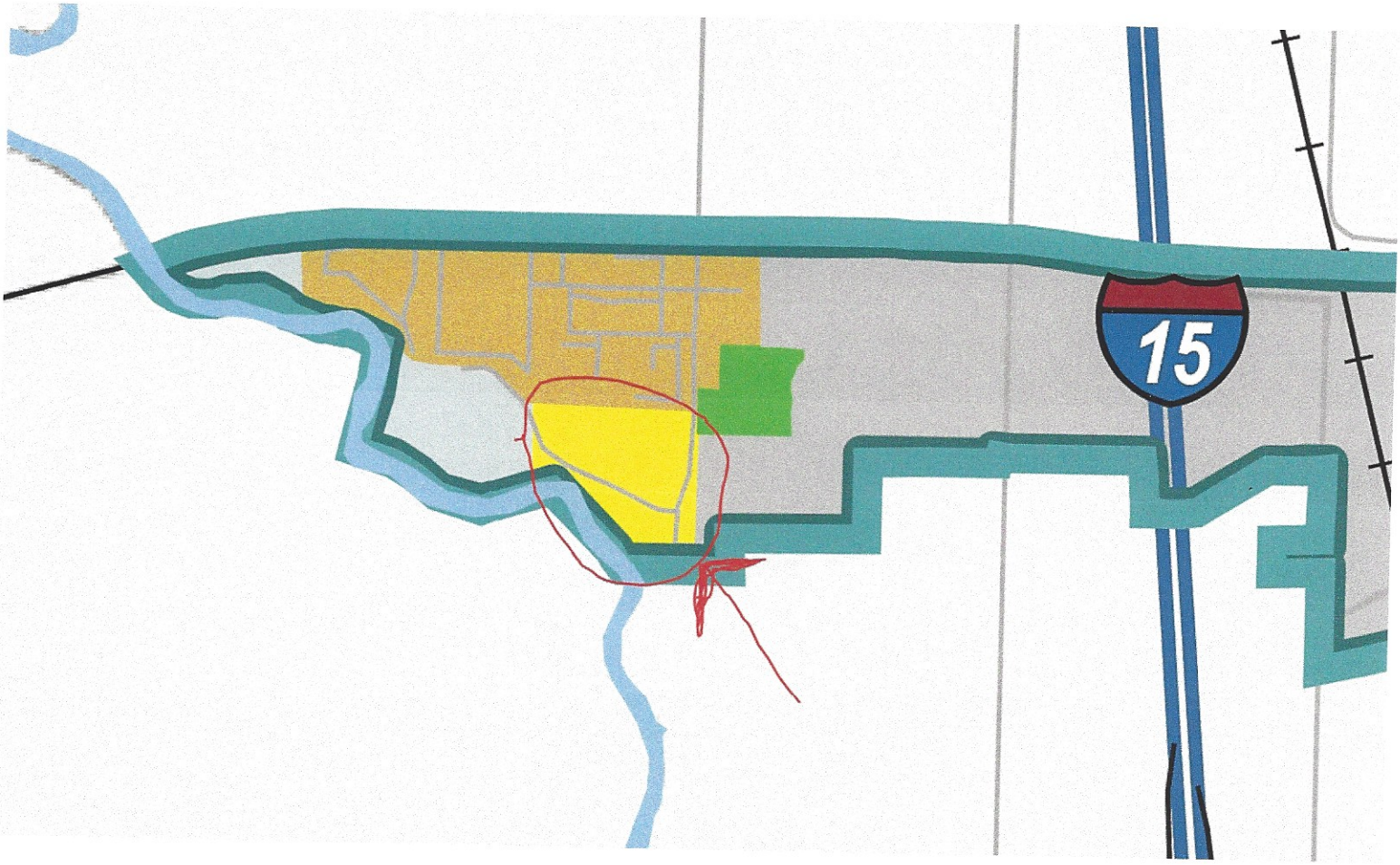
The neighborhood South and West of 3993 South and 700 West respectfully request a change to the Millcreek city's General Plan. The request is to change our neighborhood from High Density (neighborhood 2) to Single Family (neighborhood 1). Our input was not included in the original plan because we are in a Taylorsville zip code 84123.

Printed Name	Signature	Phone Number	Address	Email
Kay Osborne		801-809-7902	4060 So. 700 W.	RKOSBorne96@msn.com
Sandra Coffman	Sandra Coffman	8015971078	4605742W	
Charla Rae		801-755-4181	3985 So 700W	chickcase@gmail.com
Jane Loveland			4011 S. 700W.	
Kathy Osborne		801-263-0305	4060 So 700W	
Steve Schaller		801-969-0771	4060 So. 735 W.	schallersteve@yahoo.com
BrieAnna Osborne		801931-9617	700W. 4060 So.	briannaosbo@gmail.com
Shaura Cole	Shaura Cole	801-859-8921	4060 S. 725 W.	shauracole@yahoo.com
Lupe Jimenez	Lupe Jimenez	801-2631957	4060 S 742W	
Herb Jimenez		801-879-0314	"	
Denise Fairbourn	Denise Fairbourn	385-270-7199	856 W 4060 S	denisefairbourn@hotmail.com
Judy Jimenez		801-631-9427		
Rebecca Jimenez		385-226-2600	4060 S. 742W	
Paul Mendell		8012700737	3993 S. 700 W.	84123
Lou Kirsling		801263-9413	4060 So 700W	
Angela Kirsling		801-263-9413	4060 S 758 W	

Petition for Millcreek General Plan Change

The neighborhood South and West of 3993 South and 700 West respectfully request a change to the Millcreek city's General Plan. The request is to change our neighborhood from High Density (neighborhood 2) to Single Family (neighborhood 1). Our input was not included in the original plan because we are in a Taylorsville zip code 84123.

Printed Name	Signature	Phone Number	Address	Email
Brandi Southard		435-512-9248	4088 S. 700 W.	bsbunni@gmail.com
Wendy Reid		801-842-7728	4088 S 700 W	
Richard Reid		801 842 7726	4088 S 700 W	
Miles Kay		801-520-1736	4102 So. 700 We.	milesKayy@gmail
Deidre Kay		801-598-1193	4102 S. 700 W	deidreKayy@msn.com
Petra Harris		801-661-1070	4132 S 700 W	petra.harris@me.com
Ammon Harris		801-608-1830	4132 S. 700 W	ammon13@me.com
Terry Kay		801-266-8392	4105 So 700 W.	Terry Kay 350@gmail
Sean Southard		801-560-4320	4088 S. 700 W.	SSouthard72@gmail.com
Anna Maria Kay		801-637-4378	4135 S. 700 W	
Brandon Kay		801-637-4049	4135 S 700 W	
Jessica Bawden		801-243-2553	4132 S 700 W Murray, UT 84123	jess.13@me.com
Scott Bawden		801-560-0177	4132 S. 700 W.	SBawden12@gmail.com
Ammon Harris		801-560-0201	4132 S. 700 W.	
Celestino, Salazar		801-808-4422	4139 S. 700 W	onitonit70@gmail.com
		801-330-4702	4159 S. 700 W	maria-1031@hotmail.com


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

File # ZM-19-014

City Council Staff Report

Meeting Date: October 14, 2019

Applicant: Jake Wright (Brad Reynolds Construction)

Property Address: 3419 South 1300 East

Parcel: 16-29-480-006 (.34 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 .34-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	.34 acres

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

File #: ZM-19-014

SITE & VICINITY DESCRIPTION

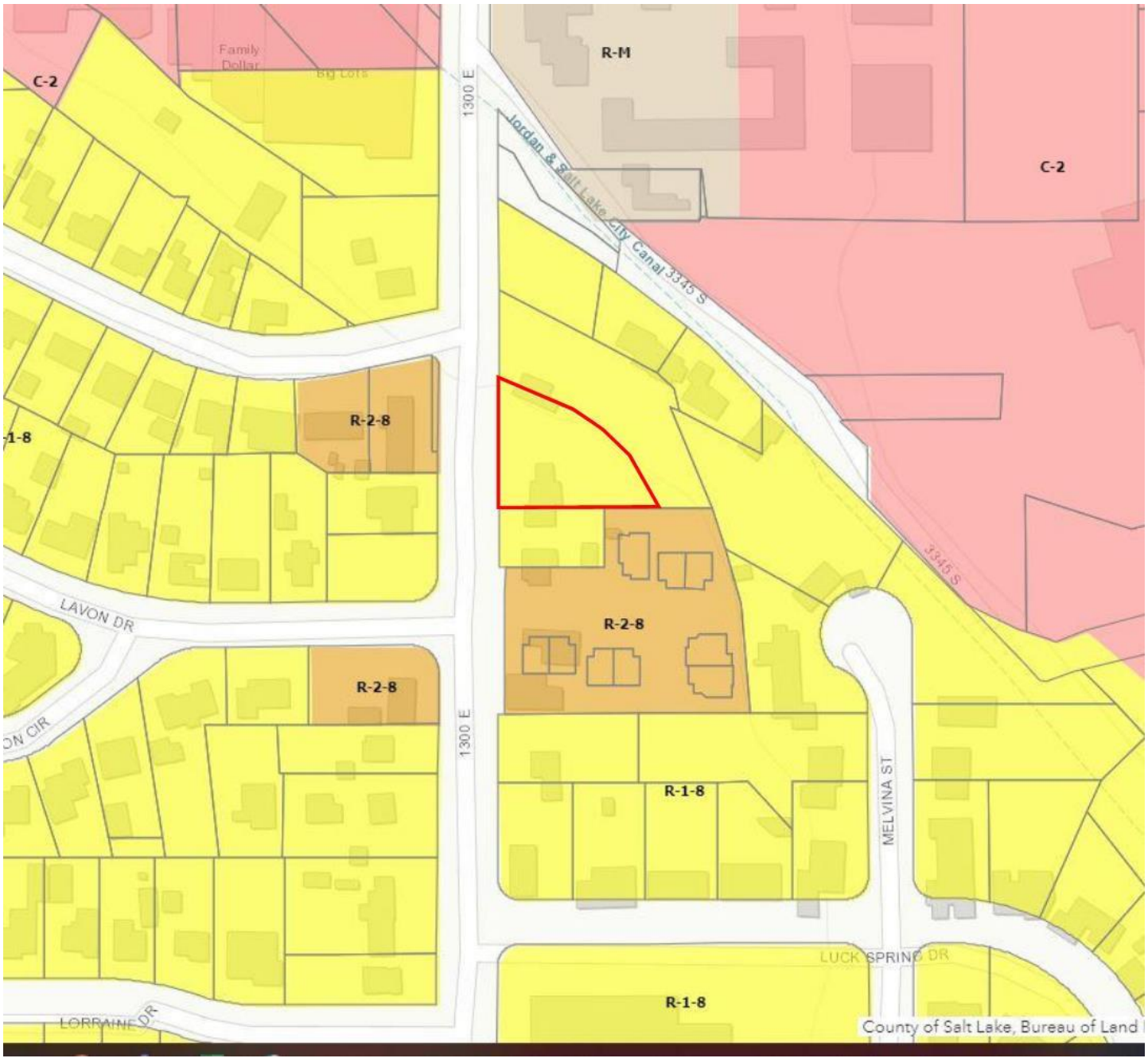
Figure 1: Aerial View with PUD



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.

Figure 3: Street View



PROJECT INFORMATION

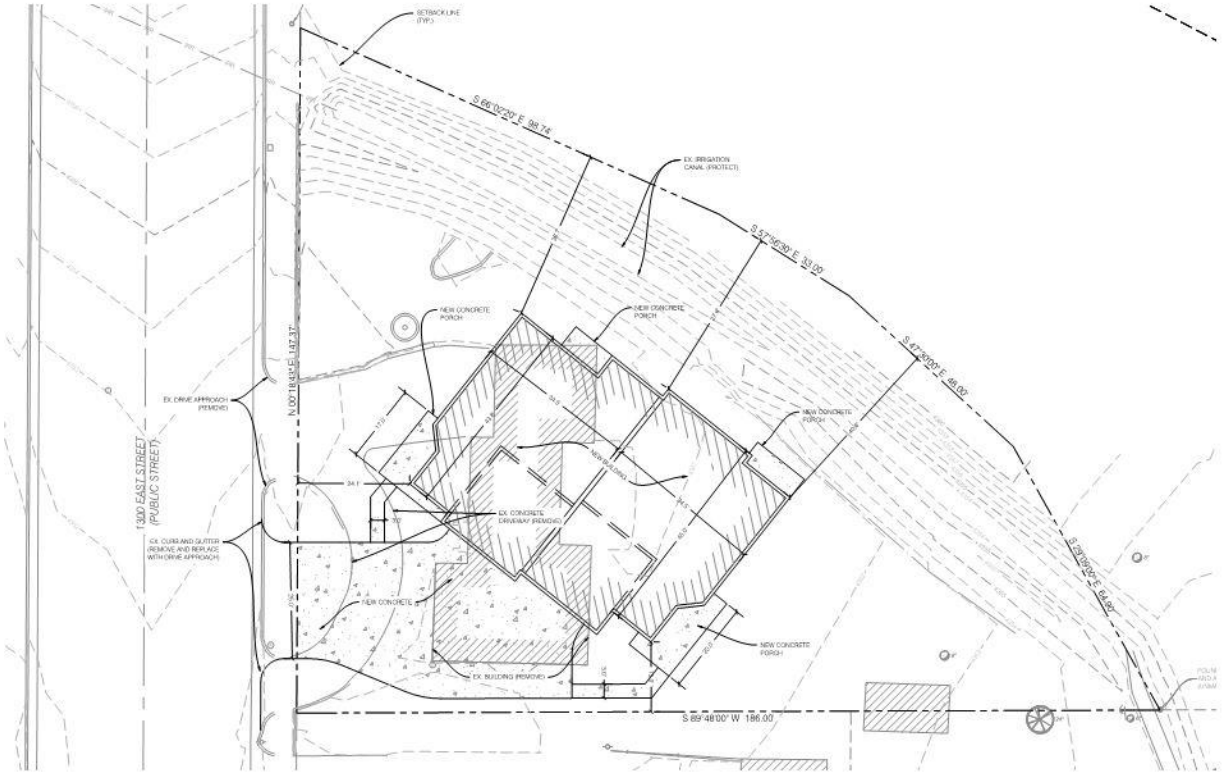
Brad Reynolds construction is in the process of developing their planned unit development just to the south of this parcel. It will consist of four duplexes and one single family home. The single family home has been demolished and they will construct a similar duplex to the ones in the PUD on this property.

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

File #: ZM-19-014



Figure 4: Duplex Concept



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

File #: ZM-19-014

Exhibit A



Exhibit B



Request: Rezone from R-1-8 to R-2-8 **File #**: ZM-19-014

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.

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

MILLCREEK, UTAH
ORDINANCE NO. 19-41

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 3419 SOUTH 1300 EAST FROM R-1-8 (SINGLE FAMILY RESIDENTIAL) TO R-2-8 (MEDIUM DENSITY RESIDENTIAL)

WHEREAS, the Millcreek Council ("Council") met in regular session on October 14, 2019, to consider among other things, an ordinance rezoning certain property located at approximately 3419 South 1300 East from R-1-8 (Single Family Residential) to R-2-8 (Medium Density Residential); and

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

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

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

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

WHEREAS, on August 9, 2019, the required public hearing notice was published; and

WHEREAS, on August 21, 2019, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on August 21, 2019, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at August 21, 2019, the planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

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

WHEREAS, on October 9, 2019 the Council caused the required notice to be given; and

WHEREAS, on October 14, 2019, the Council considered the rezone during a public meeting; and

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

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

NOW THEREFORE, be it ordained by the Council that the property described in File # ZM-19-014 filed by Jake Wright of Brad Reynolds Construction located at 3419 South 1300 East is hereby rezoned/reclassified from R-1-8 (Single Family Residential) to R-2-8 (Medium Density Residential) such property being more particularly described as follows:

Parcel ID# 16-29-480-006

Legal Description

Commencing 925.72 feet North from the Southwest corner of Lot 7, Block 23, Ten Acre Plat "A", Big Field Survey, which is a point on the South Bank of a 5 foot irrigation ditch; thence South 66°02'20" East 101 feet; thence South 57°56'30" East 32 feet; thence South 47°40' East 41.8 feet; thence South 29°09' East 63 feet to the North property line of Stewart property; thence West 181 feet to the East property line of Thirteenth East Street; thence North 145 feet to the place of beginning. Contains .34 acres

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

This Ordinance, assigned Ordinance No. 19-41, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 14th day of October, 2019.

MILLCREEK COUNCIL

By:_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Greiner, City Recorder

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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 19-41: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 3419 SOUTH 1300 EAST FROM R-1-8 (SINGLE FAMILY RESIDENTIAL) TO R-2-8 (MEDIUM DENSITY RESIDENTIAL)
was passed and adopted the 14th day of October 2019 and certifies that copies of the foregoing Ordinance 19-41 were posted in the following locations within the municipality this ____ day of _____, 2019.

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

_____
Elyse Greiner, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 19-42

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF A SINGLE DUPLEX LOCATED AT 3419 SOUTH 1300 EAST

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on October 14, 2019, to consider, among other things, an ordinance of the Millcreek Council approving a development agreement for development of a single duplex located on approximately .38 acres of real property located at 3419 South 1300 East;

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

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

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

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

PASSED AND APPROVED by the Council this 14th day of October 2019.

M**ILLCREEK**

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Greiner, City Recorder

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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 19-42: AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF A SINGLE DUPLEX LOCATED AT 3419 SOUTH 1300 EAST
was passed and adopted the 14th day of October 2019 and certifies that copies of the foregoing Ordinance 19-42 were posted in the following locations within the municipality this ____ day of _____, 2019.

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

_____
Elyse Greiner, City Recorder

When recorded, return to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this 14th day of October, 2019, by and between Brad Reynolds Construction, a Utah Corporation ("Developer"), for the land to be included in or affected by the project located at approximately 3419 South 1300 East in Millcreek, Utah, 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 .38 acres of real property located at 3419 South 1300 East in Millcreek, Utah ("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 duplex (the "Project") on the Property; and

WHEREAS, Developer hereby represent 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 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 will be limited to one story in height and be very similar or identical to the Millcreek Meadows PUD to the south. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth generally in Exhibit "B.

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 and B 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:	Brad Reynolds Construction 4801 South 1140 East Salt Lake City, UT 84117
TO CITY:	Millcreek Jeff Silvestrini, Mayor 3330 S. 1300 E. 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 23, 2021 and shall automatically expire on such date.

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

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

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

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

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

MILLCREEK

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Greiner, City Recorder

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

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

_____
Notary Public

DEVELOPER

By:_____

Title:_____

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

On this _____ day of _____, 2019, personally appeared before me, Brad Reynolds, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who is the President of Brad Reynolds Construction, a Utah Corporation and that the foregoing instrument was signed by him in behalf of said company by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said Limited Liability Company executed the same.

_____
Notary Public

Exhibit “A”

Parcel Information:

Parcel 16-29-480-006 .34 Acres

Commencing 925.72 feet North from the Southwest corner of Lot 7, Block 23, Ten Acre Plat "A", Big Field Survey, which is a point on the South Bank of a 5 foot irrigation ditch; thence South 66°02'20" East 101 feet; thence South 57°56'30" East 32 feet; thence South 47°40' East 41.8 feet; thence South 29°09' East 63 feet to the North property line of Stewart property; thence West 181 feet to the East property line of Thirteenth East Street; thence North 145 feet to the place of beginning.



Exhibit “B”

1. The Project will be constructed pursuant to the plans set forth below and all exteriors of the Project shall consist of at least 17% stone that is substantially the same color, shapes, and overall look of the stone used on the Millcreek Meadows PUD and the remainder consist of fiber cement board that is the same make and color as used on the Millcreek Meadows PUD.

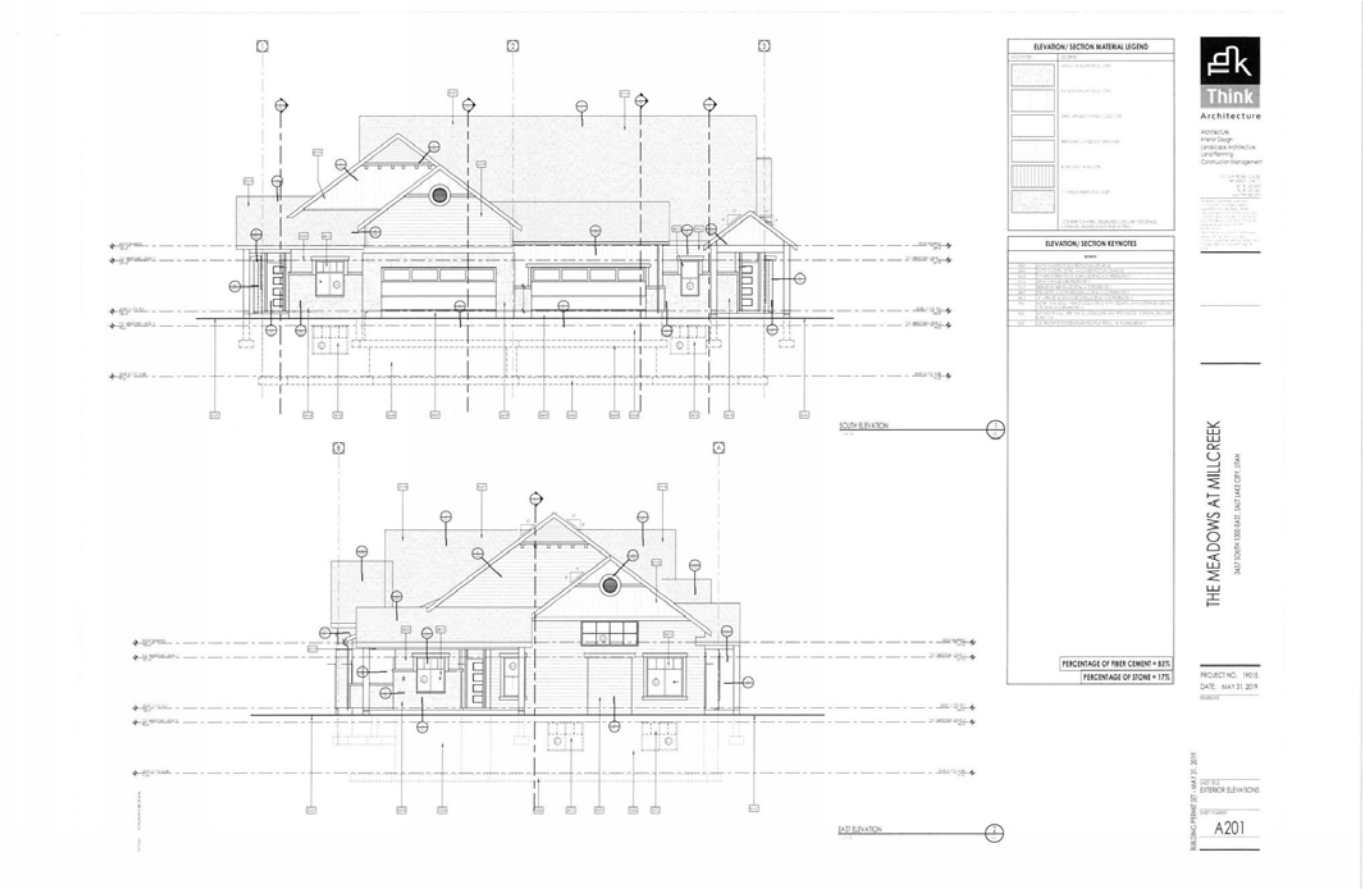


Exhibit B (continued)



BUILDING TYPE #3 - FRONT ELEVATION 1/A201





BUILDING TYPE #3 - RIGHT ELEVATION 2/A201

BUILDING TYPE #3 - REAR ELEVATION 3/A201



MILLCREEK, UTAH
ORDINANCE NO. 19-43

AN ORDINANCE OF THE CITY COUNCIL OF MILLCREEK APPROVING A DEVELOPMENT AGREEMENT FOR CLEARWATER DEVELOPMENT

WHEREAS, the Millcreek Council ("*Council*") met in a regular meeting on October 14, 2019 to consider, among other things, approving a Development Agreement for Clearwater Development; and

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

WHEREAS, staff has presented to the Council the Development Agreement for Clearwater Development ("Development Agreement"); and

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

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

This Ordinance assigned no. 19-43, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 14th day of October 2019.

MILLCREEK

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Greiner, City Recorder

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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 19-43: AN ORDINANCE OF THE CITY COUNCIL OF MILLCREEK APPROVING A DEVELOPMENT AGREEMENT FOR CLEARWATER DEVELOPMENT was passed and adopted the 14th day of October 2019 and certifies that copies of the foregoing Ordinance 19-43 were posted in the following locations within the municipality this ____ day of _____, 2019.

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

_____
Elyse Greiner, City Recorder

WHEN RECORDED RETURN TO:

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

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is made and entered into as of this _____ day of _____, 2019 ("**Effective Date**"), by and between **Clearwater Development**, LLC**,** a Utah limited liability company (the "**Developer**"), and **Millcreek,** a Utah municipality (the "**City**").

RECITALS:

A. Developer is the owner of certain real property located at or near 4186 South Main Street, Millcreek City, Salt Lake County, Utah, as more particularly described in exhibit "A" (the "**Property**").

B. The Developer proposes to construct a mixed-use, transit oriented development ("**Project**") as illustrated on the site plan (the "**Site Plan**") attached hereto as exhibit "B."

C. The Property has been zoned Mixed Development (MD).

D. Developer hereby represents to the City that it is voluntarily entering into this Agreement.

E. The City and Developer desire to enter into this Agreement to further memorialize the development rights, terms, requirements and conditions for the development of the Project, as more fully described herein.

F. 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 contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby agree to as follows:

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1. **Affected Property.** The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached and specifically described in 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. **Specific Design Conditions; Development Rights**. The Project shall be developed and constructed substantially as set forth in the Site Plan and the specific timing and sequencing and criteria (the "**Development/Design Criteria**") set forth in exhibit "C. "

(a) **Density**. The Project shall include up to one hundred fifty (150) residential units (the "**Residential Units**"). Developer shall have the right to move the 16' and 20' Residential Units within the Project based on market demand, provided, that the final Site Plan, as revised in accordance with this provision, and the road layout remain substantially similar to exhibit "C."

(b) **Commercial Component**. As part of the commercial component of the Project, Developer intends to include an approximately 2,200 square foot neighborhood market/coffee shop along the Main Street frontage (the "**Commercial Space**"). Developer shall construct the Commercial Space within eighteen (18) months of the City's issuance of the first building permit for Residential Units in the Project. Because similar retail uses are contemplated on neighboring property on Main Street, Developer reserves the right to convert such Commercial Space to retail, creative office or another commercial use under the following conditions after completion of the shell of the Commercial Space: (1) such space has been marketed unsuccessfully for six (6) months after completion of the shell and no tenant has been identified; and (2) Developer provides the City a detailed monthly report outlining Developer's commercially-reasonable efforts to market the Commercial Space as a neighborhood market/coffee shop without success prior to executing a lease that contemplates another commercial use. Such monthly report shall contain a description of all showings and/or activity with qualified lessees. Developer also shall provide the City with a copy of Developer's listing agreement for the Commercial Space.

(c) **Lighting**. All lighting fixtures shall be directed downward with mechanisms to prevent dark sky illumination as approved by the City.

(d) **Amenities**. Developer shall have the right to construct a swimming pool and/or clubhouse, if Developer so elects.

(e) **Owner-Occupied Requirement**. Fifty percent (50%) of the Residential Units shall be "for sale" units (the "**For Sale Residential Units**"). Of the For Sale Residential Units, at no time shall more than fifty percent (50%) of such For Sale Residential Units be leased. Developer shall have the right to utilize the remaining fifty percent (50%) of the Residential Units (i.e., those units that are not For Sale Residential Units) as rental units (the "**For Lease Residential Units**"), or can sell such Residential Units as For Sale Residential Units, at Developer's sole discretion. The Declaration governing the Project shall contain the guidelines set forth in this

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Agreement regarding the For Sale Residential Units and the For Lease Residential Units.

3. **Vested Rights**. Upon the last to occur of the following: (a) Developer's receipt of final approval from the City for the Site Plan, (b) full execution by Developer and the City of this Agreement, and (c) full execution by Developer and the Millcreek Community Reinvestment Agency of the Participation Agreement (as defined below), this Agreement shall vest the Developer with the right to develop the Project in accordance with this Agreement, the ordinances, policies, and standards but not procedures of the City in effect as of the date of this Agreement. Such rights shall include, without limitation, the right to develop the Property with up to one hundred fifty (150) Residential Units as generally set forth on the Site Plan and the Commercial Space. Up to six (6) of the Residential Units shall be approved as live/work Residential Units (i.e., the residents of such units may operate a commercial business in such Residential Units). The City acknowledges and approves development of the Project in several phases (each, a "**Phase**").

4. **Park Property.** Developer shall develop as provided herein and then convey not less than 1.09 acres of park property ("**Park Property**") as identified on the Site Plan to the City free and clear of all liens and encumbrances. The Developer shall develop the Park Property and install the park improvements at no cost or expense to the City subject to City standards and a design as approved by the City. Such improvements shall include a Pedestrian Bridge (defined below), if the timely requisite approvals for the Pedestrian Bridge are obtained, sod, irrigation system, public access as shown on the Site Plan to Main Street that is ADA accessible, benches, playgrounds, picnic tables, and eleven (11) dedicated parking stalls with signage approved by the City. The improvements and amenities for the Park Property will not count toward the multifamily residential open space and recreation amenities as required by the City's Recreation Facility and Open Space Standards. After expiration of a one year warranty period the City will maintain, or cause to be maintained, at no cost or expense to the Developer, the owners of the property comprising the Project, and all residents of the Project, the Park Property and all improvements located thereon in a clean and safe condition in perpetuity.

5. **Pedestrian Bridge.** At no cost or expense to the City the Developer shall design and construct a Pedestrian Bridge (as defined below) subject to plans approved by the City. Developer shall use reasonable efforts to acquire all approvals and enter into agreements with all necessary parties, which may include the owner of the property directly south of the Property, the City of Murray and the Army Corps of Engineers, to construct and maintain a pedestrian bridge crossing Cottonwood Creek to the south of the Property in the place indicated on the Site Plan (the "**Pedestrian Bridge**"). The City agrees to support Developer's efforts to obtain approval for the Pedestrian Bridge from all third parties and to provide Developer at no cost or expense to Developer such assistance in obtaining such third-party approval Developer may reasonably request. The City agrees to waive all permitting, design review, impact or other fees ordinarily imposed by the City in light of the fact that Developer is constructing the Pedestrian Bridge as an amenity for the City. If Developer is unable to obtain all requisite approvals for the Pedestrian Bridge within twenty-four (24) months after the City issues the first building permit for Residential Units then the City shall have an additional twelve (12) months after the expiration of the twenty-

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four month period to obtain all request approvals for the Pedestrian Bridge. If the Developer and the City are unable to obtain all requisite permits within the thirty-six (36) month period, Developer shall have the right to proceed with the development of the Park Property without any requirement or obligation to construct such Pedestrian Bridge. City shall at no cost or expense to Developer maintain, or cause to be maintained, the Pedestrian Bridge in perpetuity. Notwithstanding the foregoing, Developer, its successors or assigns shall provide snow removal for a path across the Pedestrian Bridge in the area highlighted on the diagram attached hereto as Exhibit B attached hereto and incorporated herein by reference.

6. **Access Road to Central Avenue/Main Street.** Developer shall provide, prior to the issuance of a building permit for the Project, a public access to Central Avenue and a secondary access to Main Street in the locations identified on exhibit "D." For purposes of this paragraph public access or secondary access shall mean completion of a private access road constructed pursuant to the approved Site Plan ("**Secondary Access**") or ownership of sufficient real property to construct the Secondary Access.

7. **Participation Agreement.** Developer is in the process of finalizing a Participation Agreement with the City redevelopment agency ("Agency") relating to development of the Property (the "**Participation Agreement**"). Developer and the Agency intend to enter into the Participation Agreement simultaneously. Developer's and Agency's execution of the Participation Agreement is a condition precedent to Developer's and City's obligations under this Agreement.

8. **Park Impact Fees; Reimbursement Agreement.** At such time as Developer completes construction of the Pedestrian Bridge or Park, the City shall refund to Developer all park impact fees paid by Developer to the City, and reimburse all future park impact fees assessed for the Property and paid by Developer pursuant to a Reimbursement Agreement to be executed by the parties (the "**Reimbursement Agreement**"). Developer's and City's execution of the Reimbursement Agreement is a condition precedent to Developer's and City's obligations under this Agreement. The City's obligation to reimburse the Developer for the Park and/or Pedestrian Bridge shall commence on completion of the earlier of the Park and the Pedestrian Bridge. For the sake of clarity, if the Park is complete before the Pedestrian Bridge, reimbursement for costs associated with the Park shall commence on the Park's completion, and reimbursement for the Pedestrian Bridge shall commence upon completion of such Pedestrian Bridge.

9. **Reserved Legislative Powers.** Notwithstanding any other provision of this Agreement to the contrary, the Developer acknowledges that the City is restricted in its authority to limit its police powers by contract and the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Developer as follows:

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(a) Changes that City and Developer agrees in writing to the application thereof to the Project.
(b) Changes in City's laws and ordinances which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.
(c) Changes in City's laws and ordinances that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare
(d) Taxes or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
(e) Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule).
(f) Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2016).

Nothing contained in the foregoing subparagraphs (a)-(f) shall alter or limit any future approvals, permits or other action(s) by the City concerning the Project (e.g. issuance of conditional use permit or building permit) that would give rise to separate vested rights under applicable law.

10. **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.

11. **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, which consent shall not be unreasonably withheld or delayed. Any successors and assigns shall be deemed to be the Developer for all purposes under this Agreement with respect to that portion of the Property transferred, and the transferring Developer shall not be released from any further obligations with respect to this Agreement as to the parcel so transferred. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

12. **No Joint Venture, Partnership or Third-Party Rights.** This Development 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.

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13. **Integration.** This Development Agreement contains the entire Agreement 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 by the parties hereto.

14. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer: [Developer Entity]
Attn: Micah W. Peters
336 West Broadway, Suite 110
Salt Lake City, UT 84101

To City: Millcreek
Jeff Silvestrini, Mayor
3330 South 1300 East
Millcreek, UT 84106

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

15. **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.

16. **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.

17. **Term of Agreement.** The term of this Agreement shall be for a period of ten (10) years or until fulfillment of the obligations of the parties unless earlier terminated or modified by a written amendment agreed to and approved by the parties. If this Agreement is not recorded Office of the Salt Lake County Recorder within thirty (30) days of the Effective Date, the City may terminate this Agreement and Developer irrevocable consents that the Property be rezone A-1 (Agricultural Zone).

18. **Default.** Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written

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notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Subject to paragraph 17 upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to pursue a remedy.

19. **Limitation on Recovery for Default – No Damages.** Anything in this Agreement notwithstanding 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 except that the City may unilaterally withhold all further reviews, approvals, licenses, building permits, certificate of occupancy and/or other permits for development of the Project in the case of a default by Developer. The sole and exclusive remedy available to Developer or assignees or successors shall be that of specific performance.

20. **Termination.** If City elects to consider terminating this Agreement due to a default of Developer, then City shall give Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines using its legislative discretion that a default has occurred and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to Developer by certified mail. Notwithstanding the specific performance limitation described above the City may thereafter pursue any and all remedies at law or equity.

21. **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.

22. **Exhibits and Recitals.** The Recitals at the beginning of this Agreement and exhibits attached hereto are hereby incorporated herein by this reference.

23. **No Waiver.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise such right at some future time said right or any other right it may have hereunder.

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24. **Execution of Agreement.** This Agreement may be executed in multiple counterparts or originals.

25. **Titles and Captions.** All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

26. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

27. **Further Acts.** In addition to the acts recited in this Agreement to be performed by the parties hereto, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and to carry out the terms and provisions, spirit and intent of this Agreement.

[Signatures on the following pages]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

Clearwater Development, LLC

By: _____
Its: Manager

Millcreek

_____
Jeff Silvestrini, Mayor

Attest:

_____
Elyse Greiner, City Recorder

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, the Mayor of Millcreek, State of Utah.

_____
Notary Public

[Notarial Seal]

STATE OF _____)
: ss.
CITY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, the Manager of Clearwater Development, LLC.

_____
Notary Public

[Notarial Seal]

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EXHIBIT A

Legal Description of the Property

Parcel No. 21-01-228-015-0000

Address: 4186 South Main Street

Legal Description:

BEG N 87^01'34" E 16.16 FT & N 0^15'54" E 1741.07 FT & N 76^16'11" W 33.93 FT FR E 1/4 COR SEC 1, T 2S, R 1W, S L M; N 76^16'11" W 23.32 FT; N 40^00'30" W 154.8 FT; N 68^26'54" W 290.8 FT; N 76^57'23" W 457 FT; S 29^13'33" W 51.05 FT; N 8^59' W 359.4 FT; S 89^14'45" E 748.55 FT M OR L; S 3^50' W 368.14 FT; N 85^15' E 197.01 FT; S 0^15'54" W 283.64 FT TO BEG. 7.05 AC M OR L 07549-2288

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Exhibit B - Site Plan



CLEARWATER HOMES

N

0 25 50 100 150

SCALE: 1"=50'

OPUS GREEN
MASTER PLAN

Exhibit B - Site Plan



ClearWater Homes

N

0 25 50 100 150

SCALE: 1"=50'

Opus Green

Master Plan

EXHIBIT C

Design Criteria

1. The height of the buildings will not exceed 32 feet in height.

2. The setbacks for the builds will be as established on the site plan.

3. Parking will be as required by ordinance, specifically 2 stalls per 2-bedroom or more unit, .33 guest stalls per unit, 1 space per 250 sq. ft. of commercial space.

4. Project will consist of 35 percent open space, including a portion to be dedicated to the city. The open space will include a pedestrian bridge across Big Cottonwood Creek, to be approved by the city, a playground and a walking trail.

5. The project will consist of up to 136 two and three-bedroom townhome units with not less than 50% of the units for sale. A minimum of the for-sale units shall remain owner occupied and specified in the CC&Rs.

6. Planting on the park needs to consist of water-wise drought tolerant plants commonly found in stream corridors in northern Utah and shall comply with MKC 19.77 and is subject to approval by Millcreek City. The landscape plan is to be done by a licensed landscape architect or arborist and city to approve the landscape plan.

7. The developer will install Dark-sky compliant street lighting in accordance with Millcreek City standards.

8. The developer will install fencing for individual units and in accordance with Millcreek City standards.

9. Uses will be limited to multi-family residential, live/work style commercial units and general commercial retail.

10. The project will include commercial space of at least 2,200 square feet.

11. Snow removal be managed so that guest parking stalls are not used for snow storage.

12. Homeowners Association documents and the CC&Rs shall include provisions requiring garages to be used for parking only and not for storage.

13. The draft HOA CC&R's need to be reviewed by staff.

14. HOA shall clear snow on pedestrian path from main street to and across the pedestrian bridge, as indicated in Exhibit D.

15. The City reserves the right to establish limits on the parking immediately fronting the park, for the benefit of park patrons and customers for the business, including but not limited to posting parking signs limiting stalls for park and commercial to daytime use.

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Exhibit B - Site Plan



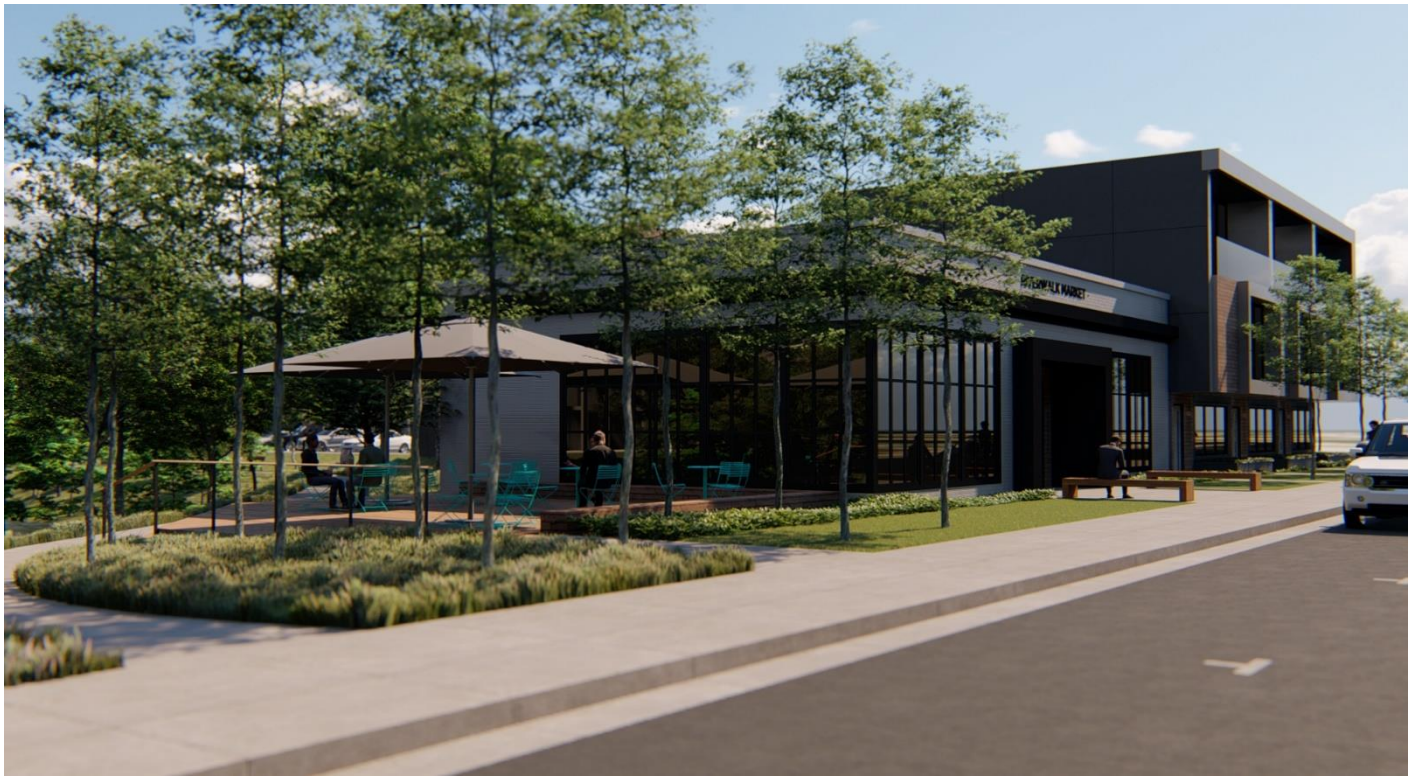


Exhibit B - Site Plan





Exhibit C - Phasing, sequencing, timing of development and public improvements

See the attached site plan for additional phasing detail

Phase	Completion Date	Project Amenities
Phase 1	By December 31st, 2022	85 Residential units including up to 6 live/work units and all associated rights-of-way, landscaping, and parking stalls associated with the phase. Developer will complete all horizontal improvements/infrastructure associated with 85 lots by 12/31/2022, and the completion of the 85 residential townhomes will be subject to market forces. Market Deli consisting of 2,200 SF to be complete to greyshell condition (defined as finished exterior cladding, roof and inclusive of infrastructure items such as grease trap installed for future use, with unfinished interior space) within 18 months of Millcreek City issuance of first residential building permit. Riverfront Park park comprising of 1.09 acres completed by 12/31/2022 Bridge amenity completion to be subject to paragraph 5 of the development agreement
Phase 2	By December 31st, 2024	52 Residential units including all associated rights-of-way, landscaping, and parking stalls associated with the phase

Exhibit D → Hoa Required Snow Removal Path

Center Street

Main Street

The Front Climbing Gym

Community Trash Enclosure

Guest Parking (40 Stalls)

Secondary Access

Unit Type B

Landscaped Paseo (Typical)

Unit Type A

26' Driveway (Typical)

River Walk Parking (21 Stalls)

Big Cottonwood Creek

Creek

Big Cottonwood Creek Foot Bridge

Playground

HOA Snow Removal Path

Creekside Trail

2,200 SF Neighborhood Market Deli @ Coffee Shop

Landmark Hospital

DEVELOPMENT DATA

Total Units	136 Units
Parking Provided	333 Stalls
Townhome Garages	272 Stalls
Guest Parking	40 Stalls
River Walk Parking	21 Stalls

CLEARWATER HOMES

N

0 25 50 100 150

SCALE: 1"=50'

Opus Green

MASTER PLAN

MILLCREEK, UTAH
RESOLUTION NO. 19-36

A RESOLUTION ADVISING AND CONSENTING TO THE APPOINTMENT OF A DEPUTY CITY RECORDER

WHEREAS, the Millcreek Council ("Council") met in regular meeting on October 14, 2019, to consider, among other things, approving a resolution advising and consenting to the appointment of a deputy city recorder; and

WHEREAS, Utah Code Ann.§ 10-3-916(3) provides among other things that the mayor, with the advice and consent of the Council, shall appoint a qualified person to offices created by ordinances; and

WHEREAS, the Council has given advice for the appointment of a deputy city recorder and hereby consents to such appointment.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby consents to the appointment of Alexander Wendt as Deputy City Recorder to act until his replacement is duly qualified and appointed.

PASSED AND APPROVED by the Council this 14th day of October, 2019.

MILLCREEK

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

Minutes of the
Millcreek City Council
September 16, 2019
5:30 p.m.
Work Meeting

The City Council of Millcreek, Utah, met in a public work meeting on September 16, 2019 at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106.

PRESENT:

Council Members
Jeff Silvestrini, Mayor
Silvia Catten, District 1
Dwight Marchant, District 2
Cheri Jackson, District 3 (excused)
Bev Uipi, District 4 (arrived 6:44 p.m.) `

City Staff
John Geilmann, City Manager
John Brems, City Attorney
Elyse Greiner, City Recorder
Rita Lund, Communications Director
Francis Lilly, Planning & Zoning Director
Jim Hardy, Building Department Director
John Miller, Public Works Director
Laurie Johnson, HR-Finance Director
Kurt Hansen, Legislative Policy Director
Alexander Wendt, Business License Administrator

Attendees: Richard Hansen, D. Wenzl, Oliver Gibbons, Lilly Gibbons, and Stephanie Gibbons.

Minutes by Alexander Wendt

REGULAR MEETING – 5:30 p.m.
TIME COMMENCED: 5:35 p.m.

Mayor Silvestrini called the meeting to order.

1. **Discussion Items**
   - **1.1 Purchase of Tyler Technologies "EnerGov" Software Discussion; Laurie Johnson, HR-Finance Director**

     Laurie Johnson stated that the City would like to amend the contract with Tyler Technologies by adding EnerGov Software. She said the City has reached a point that it needs more functionality for building permitting, business licensing, and engineering functions. Mayor Silvestrini asked if Millcreek currently uses iWorQ for those functions. Johnson confirmed. Jim Hardy gave the Council a handout which listed what iWorQ does not do well and what EnerGov does do well. Hardy stated that iWorQ was easy to learn and helped the City start out but explained that iWorQ has less workflow capability than EnerGov. He said iWorQ is a manual system requiring staff to do more work. EnerGov is more customizable for the City and each step of the process from application to fees to reviews works in sequence. The scheduling with iWorQ is unusable because it lets

applicants schedule dates in the past and on weekends, so currently applicants email inspection requests which in turn takes up the permit tech's time. EnerGov is more adaptable to city scheduling through its customization. Plan reviews are conducted through BlueBeam and iWorQ is not compatible with that software. EnerGov has a bridge to BlueBeam. Hardy continued stating that there is a contactor portal in EnerGov with a password protected login unlike iWorQ where the portal is not private.

Mayor Silvestrini asked if a contactor can see all their projects in EnerGov. Hardy answered yes, and that no one can access information without the password. Laurie Johnson stated iWorQ is labor intensive and will free up staff time in doing less data entry. She also stated things are less likely to get lost in the cracks. Mayor Silvestrini stated that contractors have issues with iWorQ, and this will make all jobs easier. Hardy stated that the building department currently sends an email manually through iWorQ, but in EnerGov it is done automatically. Mayor Silvestrini asked about the cost of EnerGov. Johnson stated that it will cost more than iWorQ, but it is fully integrated and will save staff time. EnerGov will initially cost $130,000. She stated that there will a time commitment and investment to get EnerGov working correctly. Johnson continued stating that the yearly subscription is $95,000 a year with EnerGov compared to iWorQ at $32,000 - $35,000. Council Member Marchant asked about the initial purchase price of iWorQ. Johnson explained that iWorQ costed $15,000 and is small in comparison. EnerGov is more integrated and will also talk to the financial software. Currently the Finance Department must manually move financial records from program to program but EnerGov will do this automatically. Council Member Marchant asked if EnerGov was the best software. Johnson answered that for a city the size of Millcreek, this software would be the most robust.

Council Member Marchant complimented the City Manager on hiring an effective staff. Council Member Marchant stated that the City has saved money up to this point since it was not needed early on. Mayor Silvestrini asked if EnerGov will manage bonds. Johnson described that it would not track bonds, but the City will have better control because of the cross-functionality with the financial software. Council Member Catten asked how many employees currently use iWorQ and would use EnerGov in the future. Kurt Hansen stated that 29 employees, three quarters of staff, use iWorQ. Johnson said she built the new software cost into the budget amendment. Council Member Marchant asked how long the City would use EnerGov. Johnson stated potentially a decade. Mayor Silvestrini stated he was supportive of the software update. He said most contractors are happy with what the Building Department is doing, but Millcreek's software is behind the curve. Hardy stated that the contactor portal will save the contractor time in bringing information to the Building Department because contractors, architects, and designers all work online. Johnson said she would create a resolution to amend the budget. Johnson stated that the software cost of $95,000 a year is locked in for five years, so there will be no increases in the yearly operating cost. Mayor Silvestrini asked what other programs were considered. Johnson replied there were no others that had the capacity to meet Millcreek's needs. Council Member Marchant asked what cities were using EnerGov. Kurt Hansen stated that Sandy, Draper, Ogden, and Taylorsville use EnerGov. Council Member Marchant asked what program Salt Lake City and West Valley use. Hansen said they use Excella.

1.2 Review FY 2019-20 Budget Amendment #1; Laurie Johnson, HR-Finance Director

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Laurie Johnson gave a copy of the budget amendment to the Council. She said the amendment would increase the General Fund budget by $677,568. Johnson went over the highlights of the budget amendment. She said Class C Road Fund revenue and expenses increased due to updated information and the use of fund balance would increase to purchase the EnerGov software. The budget was reorganized to reflect the reorganization of city departments. The amended budget would include the new financial management software. The General Fund Revenue increased by $250,000 on Class C Road Funds based on what has been received this fiscal year. Promise Program donations received showed $826 since the fiscal year. The use of General Fund Balance increased from $326,000 to $752,000 to cover the purchase of EnerGov Software and the Unified Police Department (UPD) contract. The City collected more than needed for the UPD contract. Johnson said after paying $687,638, there will still be $877,000 to pay for next year's UPD contract.

Johnson went over the amendments with each expense budget. The Mayor and Council's budget did not change, and the City Manager budget had a minor change to cover personnel costs. The Justice Court budget was increased by $210,000 to cover actual costs and the caseload with Salt Lake County. The Legal Services budget decreased due to moving an employee to the Legislative Services budget and increased due cover Salt Lake County contract costs, change of $93,000. The Public Safety budget costs were estimated at $10.4 million and the contract ended being $10.7 million. The increase covers the UPD contract and alcohol tax grant increase. Mayor Silvestrini stated that Millcreek is sending alcohol related fund to UPD for alcohol related enforcement. John Geilmann stated the money is earmarked for the Millcreek precinct. The Recorder budget reduced by $65,000 due to no primary election this year.

Building Services is a new department and came out of what used to be City Services. The Communication and Programs budget increased due to the Communication Outreach Specialist being moved from the Human Resources budget since that employee is no longer doing risk management. Johnson said the Emergency Management position may be evolving due to a vacancy. The Information Center budget increased due to personnel costs with duty changes. EnerGov is a line item and increased the IT Management budget by $250,000. Professional IT services reduced by $25,000 and equipment costs were reduced by $10,000. Mayor Silvestrini asked how IT professional services was reduced. Johnson stated the Information Center Manager could do the day-to-day duties thereby reducing the cost of the professional contract. The Economic Development budget increased slightly under miscellaneous and personnel expenses. The Business License Administration budget increased slightly due to salaries and personnel, and the fee study was moved to this fiscal year from last year. The Finance Department budget experienced no change. The Human Resources budget experienced a change with an employee moving to a different department. The Workers Comp Insurance was increased to cover costs. Legislative Policy is a new department but still covers some of the previous city services. The Salt Lake County Parks contract was moved to the Public Works budget. No change was made to the Facilities or Fleet budget. The Planning and Zoning Department was renamed from Community Development. The Promise Program donations were added to that budget by $826; the total Promise Program budget is $100,000 plus the donations. The Public Works budget increased by $16,000.

Johnson said Class B and C road funds increased from $1.7 million to $1.9 million to match Class C revenues. This funding is for basic road maintenance. The City will use $65,000 of the Fund Balance and $687,000 of the UPD fund and will have 23% leftover. She said the audit would be coming up. Council Member Marchant commented that people can be for or against the city center, and some have commented that the City is in debt $27 million, but he said this is a feather in the cap of the City that the debt used to be $30 million. He said $10 million was carried over from the County through the Salt Lake Valley Law Enforcement Service Area (SLVLESA). Mayor Silvestrini commented that $7 million was revolving debt that is paid at the end of the year, not long-term debt, and the $20 million for the city center does not encumber the tax base. Council Member Marchant stated that there has been good financial management in Millcreek since debt had been reduced by $3 million. Mayor Silvestrini stated that Millcreek's debt was the second lowest in Salt Lake County. Council Member Marchant explained that all operating expenses have been paid with cash. Council Member Marchant explained that he keeps track of revenue and it has increased due to good management and healthy businesses. Council Member Marchant passed out a handout that showed growth over time in city revenue. Mayor Silvestrini explained that the City had been doing a lot of work in economic development. Council Member Marchant stated the City was getting $1 million every month from sales tax. Johnson stated it was good to see the positive fund balance. Mayor Silvestrini said Laurie Johnson would do a presentation on the budget amendment at the public hearing the following week.

1.3 Review "Tax Exempt Bond Continuing Disclosure Requirements" Document; Laurie Johnson, HR- Finance Director

Mayor Silvestrini stated that the City must disclose certain information as an issuer of bonds. The obligation to disclose bonds is ongoing, and part of disclosure is disclosing that the City is not part of ongoing or aware of major litigation. Mayor Silvestrini said that the bond council states that the City should confer with them concerning new disclosures that can affect revenues and other major changes. The investment market would be more comfortable if the City had a set policy to set compliance disclosure procedures. The disclosure procedures are uniform and there are people trained throughout the City who will be responsible for these requirements. The bond council and financial advisory firm have given their input on the best practices for disclosure. The document has been reviewed by the City Attorney and Laurie Johnson. Mayor Silvestrini said that once the policy has been adopted, it will apply to any future and current bonds. He said Johnson has been reviewing the procedures for disclosure of bonds. City Attorney John Brems will prepare a resolution to bring before the City Council. Mayor Silvestrini stated there is room for collaboration among the City Council on the disclosure agreement and the requirement for disclosure is not on the shoulders of one person; it is a check and balance. This will help the City with future bond issuance if the City has the bond disclosure procedure. Johnson explained there is a yearly checklist to verify.

Council Member Marchant asked if disclosure would be an annual event. Johnson explained it would be a yearly report. Mayor Silvestrini stated if an event arises, the event has to be reported right away; for example, an economic downturn in tax revenue, or other material changes like a lawsuit. Council Member Marchant asked if there was an expense regarding filing. Johnson stated no. Mayor Silvestrini stated that disclosures are filed electronically. Johnson stated that she has done the filing before. Brems explained that city

officials must go to a bi-annual training. Council Member Marchant and Council Member Catten asked who would be trained. Johnson stated that she would get the training as well as the Mayor and legal counsel for the City. Johnson would be the bond compliance officer. Brems stated that the City would train multiple people so as to not forget to comply with disclosures. Johnson said she has been working on the strategic plan. Mayor Silvestri relayed that the reason the departments were reorganized was to make the City run better.

1.4 State of the Promise Program; Francis Lilly, Planning and Zoning Director

Mayor Silvestrini greeted the members of the audience who were there to talk about the Eagle Project they did with the Promise Program. Francis Lilly turned the time to Ashley Cleveland to discuss the state and progress of the Promise Program. Cleveland explained the promises to Millcreek residents as education, health and safety, and economic well-being. The Promise Program has been working with the United Way on the Promise Committee and five other subcommittees; Health, Safety, Education, Economic Wellbeing, and Promise Youth. Cleveland explained the community goals and targets. Promise has a goal for all Millcreek students to work at or above their grade-level. There is a suicide prevention goal in zip codes 84109 and 84124. In 84106, the goals for economic wellbeing is to have all Millcreek families being financially capable to provide for their families. Cleveland is looking for a second chair for the Safety Subcommittee. The target area for the Safety Committee is in zip codes 84106, 84107, 84123 and partially 84124 to have access to resources and opportunities to keep families safe and improve quality of life. The Promise Youth Committee is doing well with chairs of Yessi Timoteo and Jannica Davis. The Business Council-Promise Support Committee is managed by Nicole Chidester and chaired by Carrie Coppola. The Millcreek Youth Council is chaired by Jordan Hatch and Cheri Jackson with the Youth Mayor as Arushi Verma. The Millcreek Youth Council is targeting Millcreek at large with no focus on a specific area other than volunteerism.

The Promise Leadership Committee has 35 individuals who have grown and advised over the first year and now wish to stabilize, advise, and seek interventions. The Education Subcommittee has 12 members and they wish to help the Read With Kids! Volunteer Program. They have 25 consistent volunteers and want to get 25 more. They are working with getting training in the Iready! Volunteer Program. The Safety Subcommittee has 8 members and their goals are safe routes and where bus routes will go for Millcreek Elementary. Roosevelt Elementary is relocating and Mill Creek Elementary will be absorbing 10-20% of its students. Council Member Marchant asked about the timeline on Roosevelt school moving. Francis Lilly stated the new school is under construction and may be ready in 2021. Mayor Silvestrini said he has been in discussion with Granite School District about potentially leasing the property to the City if the City finds a public use for it. Council Member Marchant asked about the Youthlinc program. Mayor Silvestrini stated Youthlinc has a new location in Murray and Millcreek keeps in touch. Cleveland stated the City still has a good relationship with Youthlinc. Council Member Marchant noted he was at a breakfast on Labor Day and Roosevelt was recruiting students. Mayor Silvestrini explained it was for the dual immersion program. Cleveland said the Economic Wellbeing Subcommittee will focus on wages, affordable housing, job training, and ESL education. She said they raised $4,000 for small libraries. Mayor Silvestrini

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expressed the little libraries were made by volunteers at Canyon Rim Cares for an Eagle Scout Project run by Millcreek resident Oliver Gibbons and his family.

Cleveland said the Promise Leadership Committee is working on goal factor analyses. Lilly explained that there are primary, secondary, and tertiary drivers that get in the way of reaching goals. Cleveland explained the process for developing action plans. She said the Program still needed 25 more volunteers. Cleveland continued by stating the book drive received 420 books. Over the summer, Oliver Gibbons helped to collect over 900 donated books from the Canyon Rim community for the little libraries. The Business Council Promise Support Committee raised the money for 10 library kits and helped manage the book donations. There are 1,600 books total for the little libraries. She said the Salt Lake Community College, Mill Creek Elementary, Afterschool Program, and the Thane Center are helping place and manage the little libraries.

Cleveland noted that Millcreek was awarded a $70,000 grant for Sunnyvale Park. Francis Lilly said he had asked Cleveland to apply for and manage a Community Development Block Grant. Mayor Silvestrini explained that the Promise Program runs on grant money and Cleveland has been able to gain a $500,000 grant to fund an afterschool program at Mill Creek Elementary. Mayor Silvestrini works with Bill Crim from United Way to gain private donations for the Program. Council Member Marchant asked who funded the program. Mayor Silvestrini explained the program is funded by the federal government. Cleveland said she presented two proposed designs and distributed a survey on Sunnyvale Park to the public asking residents what they liked and disliked about the park. Members of the community gave their input and the proposals were adjusted accordingly. Cleveland said $300,000 would be used for the park; $150,000 grant and $150,000 match from Millcreek. Lilly stated the Council would review a resolution asking for an interlocal agreement to release funds for the park. Volunteers from Rocky Mountain Power and United Way installed garden boxes at Sunnyvale Park. The in-kind donation will count towards the matching funds Millcreek will contribute. Council Member Marchant asked how hours are counted for volunteering. Lilly stated volunteer hours are valued at $18 per hour plus materials. New Roots will manage the gardens and Millcreek Promise will help improve the park. Cleveland said of the 1,500 residents that live in the area,30-40% are children.

Cleveland moved onto the subject of sustainability. She said $200,000 for two years in original program funding has increased to $800k in 1.5 years. Lilly explained that HUD will probably state that Millcreek will be able to have their own CDBG where the City can work at a new level. Cleveland said improvements that will happen over the next three years create safety, increase property value, and improve nutrition and conservation efforts since Millcreek is connected by nature. Mayor Silvestrini expressed happiness at how the Millcreek Promise Program is working at Sunnyvale Park as well as the productive book drive. Mayor Silvestrini affirmed his desire to increase awareness of the Program.

1.5 Mayor and Council's Discretion on Discussion Topic

Mayor Silvestrini stated he presented the clean air resolution at the Utah League of Cities and Towns conference and it passed. Mayor Silvestrini acknowledged the Governor's proclamation on anti-idling and would like John Brems to draft an anti-idling ordinance for the City. Council Member Uipi asked about idling enforcement and what it looks like.

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Mayor Silvestrini stated enforcement is difficult due to exceptions in the State legislation, but UPD would enforce the ordinance. He said there would be exceptions to idling such as during low and high temperatures as well as having children and elderly people in the vehicle. Mayor Silvestrini stated the ordinance is cautionary and education will be more effective than enforcement. Kurt Hansen asked which cities have similar ordinances. Mayor Silvestrini stated that Sandy and Draper, as well as eight other cities in Utah had them and Draper just recently enacted their ordinance on idling.

Mayor Silvestrini informed the Council that the following evening at Churchill Junior High there would be a presentation on the new FEMA floodplain maps. Mayor Silvestrini stated it was unclear if the City must enforce the floodplain before the new flood map is enacted. He also noted that the maps will determine if homes built in that area will be allowed to have basements due to flooding concerns. Council Member Uipi asked if residents are willing to build above the flood area. Mayor Silvestrini said the floodplain designation makes it hard for people to build due to the Residential Compatibility Overlay Zone (RCOZ) height restrictions. John Miller stated that staff has made a request to the State for a written opinion on how to interpret the federal code. Miller is in the process of getting a written statement on which map to use. Jim Hardy explained that some families have applied for permits and need an answer on how to develop their property. Rita Lund said she FEMA will be at the meeting to clarify the requirements.

Rita Lund told the Council that the Emergency Manager quit. She said that Unified Fire Authority was currently working on contracts with Holladay, Midvale, and some of the metro townships to staff emergency managers in those jurisdictions. The United Fire Authority (UFA) would send an emergency manager to the City to fulfill tasks set by the City. Lund and Johnson think one day a week for the UFA emergency manager would work well. The cost is $18,000 annually for the one day a week schedule. Council Member Uipi asked if Millcreek would be paying proportionally for its size. Mayor Silvestrini stated yes. The City would pay the UFA to use the emergency manager and this person should have better training and emergency management education. Mayor Silvestrini explained the downside is the person would not always be available. Mayor Silvestrini stated that Millcreek having its own emergency manager is more responsive, yet the contract basis is more affordable. He continued by saying that someone local working on the CERT organization was also a good idea. Council Member Uipi stated that finding a good fit for the position meant there would need to be clear expectations for who is hired. Lund stated that the job description for the UFA emergency manager has been sent out and they are interviewing. Council Member Uipi is favorable towards using the UFA manager. Council Member Catten and Mayor Silvestrini wanted to know what the City would be signing on for and what the job requirements would be for the new emergency manager. Lund stated that if the City hires an individual for communications, instead of emergency management, that person could also help with committees like the Arts Council and Youth Council. Council Member Catten stated it seems like the City needed a communication person that can help with CERT. Rita Lund noted that the previous employee was doing a lot of IT work and website work as a catch-all. John Geilmann stated the City needs the right hire for the position since the City is capped at 38 staff members.

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Rita Lund said she had received two requests for sidewalk and gutter repair from churches for the 50/50 program and asked the Council what she should do with them. Council Member Uipi stated that churches should follow the commercial expectations and the program should remain for residents only. Mayor Silvestrini stated that the idea was to help residents fix their sidewalk only. Council Member Marchant said a crossing guard expressed to him that they were unhappy with how people drive at crosswalks and was happy with how the police have been enforcing the speed limit on the road. Council Member Marchant stated it is a valuable use of police time to help the crossing guards. Council Member Catten asked if the City has plans for resident recognition because at the recent fire, a Millcreek resident was knocking on his neighbors' doors to warn them. Mayor Silvestrini stated that other cities give awards to residents for contributions to the City.

Mayor Silvestrini mentioned that a car hit a pedestrian over the weekend on 3900 S. and the City had not received a complaint about the streetlights in that area prior to this. He said that Chief DeBry stated that the woman who gave information to the news media about the streetlights had never reported to the City before if they were broken. The Police report stated that the pedestrian jumped in front of the car and had been taken to the hospital. John Miller said the streetlights were working on the afternoon the day of the incident. Council Member Uipi stated that in the report the pedestrian was not in the crosswalk. John Geilmann stated in conjunction with this event, that code compliance noted there were people putting a memorial up. Council Member Uipi stated that mental health and suicide prevention is hard to engage with people about. Lund noted that Spanish Fork had hired someone who does training on suicide prevention. Lund also said that another man from Logan who works with youth councils statewide reported that in youth council members statewide, fifteen kids have committed suicide in two years. Lund said she had contacted him for more information on training and help. Council Member Uipi also noted that the age demographic between 40's to 50's is also at risk for suicide.

1.6 Discussion of Correspondence and/or Future Agenda Items
There was no discussion.

ADJOURNED: Council Member Jackson moved to adjourn the meeting at 7:40 p.m. Council Member Uipi seconded. All Council Members voted yes. The motion passed unanimously.

APPROVED: _____ Date
Jeff Silvestrini, Mayor

_____
Attest: Elyse Greiner, City Recorder

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Minutes of the
Millcreek City Council
September 23, 2019
6:30 p.m.
Work Meeting
7:00 p.m.
Regular Meeting

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on September 23, 2019 at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106.

PRESENT:

Council Members
Jeff Silvestrini, Mayor
Silvia Catten, District 1
Dwight Marchant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4 (arrived at 6:40 p.m.)

City Staff
John Geilmann, City Manager
John Brems, City Attorney
Elyse Greiner, City Recorder
Rita Lund, Communications Director
Francis Lilly, Planning & Zoning Director
Mike Winder, Economic Development Director
Kurt Hansen, Legislative Policy Director
Laurie Johnson, HR-Finance Director
Jared Bowling, Information Center Manager
Ashley Cleveland, Promise Program Manager

Attendees: Salt Lake City Council Chair Charlie Luke, Kirk Bradford, Marv Poulson, Mia McNeil, Richard Hansen, Earl Shepherd, Marsha Gale, Brent & Shauna Watts, Brandy Farms, Kumar Shah, Representatives and Girls Scouts from the Jean Massieu School of the Deaf, Detective Gary Evans, Chief Steve DeBry, and Chief Duane Woolsey.

WORK MEETING – 6:30 p.m.
TIME COMMENCED: 6:30 p.m.

Mayor Silvestrini called the meeting to order.

1. **Discussion on Proposed Millcreek Code Chapter 9.65 Regarding Shopping Carts**
   Kurt Hansen said the need for this ordinance came from code enforcement because of the abandoned shopping carts throughout the City. Hansen went through the recommended code changes that said if someone was using a shopping cart outside of the owner's property, written permission would be required. The shopping cars would also have identification on them. There are exceptions to the ordinance which would entail security measures to ensure the carts are not stolen or the owner may have a retrieval service collecting the abandoned shopping carts every day. Mayor Silvestrini said the ordinance was modeled after South Jordan's ordinance. Hansen said code enforcement would be allowed to pick up abandoned shopping carts and charge the owner a fee in addition to other measures. Council Member

Marchant asked how the stores (shopping cart owners) felt about the proposed ordinance. Mayor Silvestrini said he would like the ordinance to be vetted through the Millcreek Business Council and he would like the grocery stores' input. Mike Winder said he could reach out to the individual businesses who use shopping carts. Council Member Jackson asked if there was a particular area with a problem. Hansen said a lot of carts end up on the west side of the City. Mayor Silvestrini said most carts have identification on them and wondered if code enforcement could report the missing carts to the stores. He said he was interested in working out a plan with the stores instead of regulating carts. Council Member Catten said she did not want to punish the stores when the customers were removing them from the property. She would also like input from the grocery stores. The Council suggested that Hansen look for an alternative solution before they would pass an ordinance regulating shopping carts.

2. **Discussion on Proposed Millcreek Code Chapter 14.50 Dedication of Private Streets to Public Ownership**
   Kurt Hansen said instances have come up about dedication of private streets to public ownership and the City does not have a code regulating it. If a resident has a private street and they do not want to maintain it anymore, this ordinance provides a process for the City to take on that maintenance. Hansen went through the process. Mayor Silvestrini questioned the fee of $115 being adequate. Francis Lilly said any application that goes to the City Council costs the applicant $115. Mayor Silvestrini said the street would have to meet city standards before the City took ownership, though it may make sense to accept a street that does not meet standards. Hansen said the code offered the Mayor discretion on the requirements. Lilly said the Transportation Master Plan offers variability in street requirements. Council Member Jackson inquired about an assessment of roads in relation to snow plowing and garbage truck access. Lilly said new developments require 24 feet of asphalt plus curb, gutter, and sidewalk. Council Member Uipi asked about an inventory of private roads in the City. Lilly said there was not one, but there are hundreds of private streets in the City. Hansen said he would build some flexibility into the proposed ordinance and bring it back to the Council. Council Member Uipi asked about a designated fund to support the applications. Mayor Silvestrini said it would create a budgetary impact, but the Council did not have to accept the roads.

3. **Reports from Millcreek Staff**
   There were none.

4. **Discussion of agenda items, correspondence, and/or future agenda items**
   There were none.

Council Member Jackson moved to adjourn the work meeting at 6:58 p.m. Council Member Uipi seconded. Mayor Silvestrini called for the vote. The motion passed unanimously.

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

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance by the Girl Scout Troop from Jean Massieu School of the Deaf

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Mayor Silvestrini called the meeting to order and the Girl Scout Troop from the Jean Massieu School of the Deaf led the pledge of allegiance.

1.2 Proclamation Recognizing the 20th Anniversary of the Jean Massieu School of the Deaf

Mayor Silvestrini welcomed the students of Jean Massieu School of the Deaf to City Hall. He then read the proclamation to the audience.

A PROCLAMATION RECOGNIZING THE 20TH ANNIVERSARY OF THE JEAN MASSIEU SCHOOL OF THE DEAF

***WHEREAS**, the Jean Massieu School of the Deaf was founded in 1999 as a charter school by the local Deaf Community in the Salt Lake City area; and*

***WHEREAS**, in 2010 moved to its current Millcreek location, in order to better support students in American Sign Language and English; and*

***WHEREAS**, the Jean Massieu School merged with the Utah Schools for the Deaf and Blind to align both organization's missions to best support the needs of deaf/hard-of-hearing children throughout all of Utah; and*

***WHEREAS**, the Jean Massieu School is committed to promoting and fostering a fully accessible learning environment with the goal of being proficient in both languages - American Sign Language and English; and*

***WHEREAS**, the Jean Massieu School serves deaf/hard-of-hearing students preschool through post-high school. The Jean Massieu School is a fully accessible setting that strives to develop a sense of identity in which students feel they can be proud of who they are as Deaf/Hard-of-hearing individuals.*

***BE IT KNOWN**, that the Mayor and City Council of Millcreek do hereby recognize the Jean Massieu School of the Deaf as a Valued Community Partner this, **Twenty-Third Day of September Two Thousand Nineteen**, and declare this Jean Massieu School of the Deaf Day.*

***IN WITNESS THEREOF,** I have set my hand and caused to be affixed the Great Seal of Millcreek this 23rd day of September 2019.*

1.3 Unified Police Department Officer of the Month for August 2019

Brandy Farms, Citizens Advisory Board (CAB), recognized Detective Gary Evans for his work. She read a statement from the CAB and offered Detective Evans a gift. Chief Steve DeBry invited the Council to two retirement events for officers that week. He then read a citation about Detective Evans and declared him as Officer of the Month for August 2019. Detective Evans followed up on a stolen vehicle case and the items in the car were irreplaceable. The suspect was arrested, and Detective Evans questioned the suspect about the property in the car. He was able to recover nearly all of the stolen property. Chief DeBry mentioned that officers would be able to grow out their beards in November for a fundraiser.

1.4 Public Comment

Marv Poulson, 3631 Carolyn Street, said there are ramifications to urbanizing the City. He referred to urban heat islands and said trees and vegetation are a mitigation tool that could be used. He gave the Council EPA based research on urban heat islands. He said the city center was of concern because of the concentration of density which increases temperature and requires more energy to keep it cool. In the area, there has been a 2% increase in industrial temperatures than before.

Brent Watts, 1830 Countryside Drive, asked about an ordinance that defines yards for setbacks. Mayor Silvestrini directed him to consult with planning staff.

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Salt Lake City Council Chair Charlie Luke thanked the Council for the great collaboration over the last few months and in coming up with the interlocal agreement and resolution on the boundary issues. He felt the resolution made sense for both cities. Millcreek is now able to move forward with the planning for the City Center and create a gateway to the City off of I-80. He thanked the Council for their willingness to work through issues. He said he supported the approval of the resolution and interlocal agreement. He said he was looking forward to working with the Council in the future and was excited to see the Millcreek city center develop. Mayor Silvestrini said the Millcreek Council attended the Salt Lake City Council meetings in support of the resolution. He said the resolution was fair and he was also excited to work the Salt Lake City Council on future planning to improve traffic circulation, transit, and affordable housing in the area. He said he appreciated the good faith of the Salt Lake City Council and their staff.

Earl Shepherd, 2785 Upland Drive, said there are many residents that are upset about the Brickyard Plaza situation. He said he knew there needed to be compromise with land adjustments with Salt Lake City but felt this was an example of gerry-picking. He said the Brickyard Plaza should not be in Salt Lake City. He expressed that residents were hoping to get the Brickyard Plaza back and hope to do so in the future. He said he hoped there would be an avenue, whether through the Legislature or otherwise, that Millcreek could obtain Brickyard Plaza. He said Salt Lake City got the best deal in the current arrangement.

Kumar Shah, 4484 Parkview Drive, said the Council inherited the Brickyard Plaza situation and tried to resolve it. He said there were a lot of advantages to making compromises with Salt Lake City.

2. Business Matters

2.1 Discussion and Consideration of Resolution 19-32, 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

Mayor Silvestrini said he was happy that Millcreek was able to work out the boundary issues with Salt Lake City. He said Millcreek started talking to Salt Lake City about boundary adjustments and did not get anywhere. The State Legislature got involved and cities were unhappy. He said the legislation considered would have allowed property owners the opportunity to decide what city they wanted to be in, which would have resulted in a bidding war for the cities. He said Millcreek and Salt Lake City learned that they could learn from each other and work together. He said Millcreek has not had the whole Brickyard for over 40 years. The piece that Millcreek does get helps complete the city center and allows for redevelopment in the area. He said nobody gets everything that is wanted in a compromise. Millcreek got what it needed, the property in the city center, and the cooperation from Salt Lake City. He thanked Council Member Jackson and staff for their work in the matter. Council Member Uipi thanked the Mayor and Council Member Jackson for their work and leadership. Council Member Jackson said she appreciated getting to know the Salt Lake City Council Members and felt that the cities came to a good arrangement.

Council Member Jackson moved to adopt Resolution 19-32, 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. Council Member Marchant seconded. The City Recorder called for the vote. The motion passed unanimously.

2.2 Discussion and Consideration of Resolution 19-33, Authorizing the Mayor to Amend the Contract with Tyler Technologies to Add EnerGov Software

Laurie Johnson requested approval of the resolution to authorize the Mayor to amend the contract with Tyler Technologies. Tyler Technologies has been working on financial management and human resources software. The contract change would be to add EnerGov software which will improve business licensing, building permitting, and Millcreek's online presence and processes. The initial upfront cost is $131,000 to get implemented and under $96,000 every year for five years after. She said the software will keep employee costs down too. Jim Hardy said the main focus is that the software gives applicants a hands-on approach to their building permits. Mayor Silvestrini said it would be a good customer service move for Millcreek to have the software.

Council Member Uipi moved to approve item 2.2, Resolution 19-33. Council Member Catten seconded. The City Recorder called for the vote. The motion passed unanimously.

2.3 Discussion and Consideration of Resolution 19-34, Approving an Interlocal Cooperative Agreement with Salt Lake County for Justice Court Prosecution Services

Laurie Johnson said the resolution approved the interlocal agreement for prosecution services with Salt Lake County at $220,000.

Council Member Uipi moved to approve item 2.3, Resolution 19-34. Council Member Jackson seconded. The City Recorder called for the vote. The motion passed unanimously.

2.4 Discussion and Consideration of Resolution 19-35, Approving and Authorizing a Subrecipient Agreement between Salt Lake County and Millcreek Relating to a Community Development Block Grants Neighborhood Revitalization Project – Sunnyvale Park Improvements

Ashley Cleveland said over the past year, the Promise Program had made a lot of gains. They were able to get a Community Development Block Grant (CDBG) match grant to cover phase 1 for Sunnyvale Park improvements and amenities. Phase 1 will include resurfacing two basketball courts, two futsal courts, two picnic areas, a community garden, and improvements to landscaping. She said there is a large community of younger children that are not able to use the park to its fullest capabilities. The families in the area are intergenerational and elderly people requested better walking paths and lighting. Cleveland said there will be improved lighting and extra UPD patrol. Mayor Silvestrini said part of Millcreek's match is in-kind at $22,950. Cleveland said a portion of the in-kind proceeds are volunteer hours and materials and they are set up on a reimbursement basis. Cleveland said the amount of the grant is about $300,000 and it is just for Phase 1 of the park. Millcreek is responsible for a $150,000 match to the County's $150,000 contribution.

Council Member Catten moved to adopt Resolution 19-35, Approving and Authorizing a Subrecipient Agreement between Salt Lake County and Millcreek Relating to a Community Development Block Grants Neighborhood Revitalization Project – Sunnyvale Park Improvements. Council Member Jackson seconded. The City Recorder called for the vote. The motion passed unanimously.

3. Financial Matters

3.1 Public Hearing on Opening and Amending the 2019-2020 Fiscal Year Budget

Laurie Johnson went over general fund revenues which included an increase in Class C Road funds based on what was received this year and Promise Program donations. There was an increase in the use of fund balance for the UPD contract and EnerGov software. The total amount of change in the General Fund budget was an increase of $677,568. Johnson then went through the individual expense budget changes which reflected the organizational changes with departments.

The Mayor and Council's budget did not change, and the City Manager budget had a minor change to cover personnel costs. The Justice Court budget was increased by $210,000 to cover actual costs. The Legal Services budget decreased some due to moving an employee to the Legislative Services budget and increased some to cover Salt Lake County contract costs. The Public Safety budget costs were estimated at $10.4 million and the contract ended being $10.7 million. The increase covers the UPD contract and alcohol tax grant increase. Mayor Silvestrini stated that Millcreek is sending alcohol related fund to UPD for alcohol related enforcement. John Geilmann stated the money is earmarked for the Millcreek precinct. The Recorder budget reduced by $65,000 due to no primary election this year. Building Services is a new department and came out of what used to be City Services. The Communication and Programs budget increased due to the Communication Outreach Specialist being moved from the Human Resources budget since that employee is no longer doing risk management. Johnson said the Emergency Management position may be evolving due to a vacancy. The Information Center budget increased due to personnel costs with position title changes. EnerGov is a line item and increased the IT Management budget by $250,000. Professional IT services reduced by $25,000 and equipment costs were reduced by $10,000. Mayor Silvestrini asked how IT professional services was reduced. Johnson stated the Information Center Manager could do the day-to-day duties thereby reducing the cost of the professional contract. The Economic Development budget increased slightly under miscellaneous and personnel expenses. The Business License Administration budget increased slightly due to salaries and personnel, and the fee study was moved to this fiscal year from last year. The Finance Department budget experienced no change. The Human Resources budget experienced a change with an employee moving to a different department. The Workers Comp Insurance was increased to cover costs. Legislative Policy is a new department but still covers some of the previous city services. The Salt Lake County Parks contract was moved to the Public Works budget. No change was made to the Facilities or Fleet budget. The Planning and Zoning Department was renamed from Community Development. The Promise Program donations were added to that budget by $826; the total Promise Program budget is $100,000 plus the donations. The Public Works budget increased by $16,000.

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Johnson said she would be bringing the FY 2018-19 audit to the Council in the first meeting in November. She said $65,464 of fund balance would be used to pay for software. The projected fund balance would be 22.82% or $5,982,804.

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

There were no comments.

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

3.2 Discussion and Consideration of Ordinance 19-40, Amending the 2019-2020 Fiscal Year Budget

Council Member Marchant thanked Laurie Johnson for her work on the budget.

Council Member Marchant moved to approve Ordinance 19-40, Amending the 2019-2020 Fiscal Year Budget. Council Member Uipi seconded. Mayor Silvestrini thanked staff for their work and said Millcreek's fund balance was in good shape. He said Millcreek was paying more for UPD contract costs to allow for officer wage increases and more for the public works services contract with Salt Lake County. Council Member Marchant said Millcreek had reduced the inherited debt from the Salt Lake Valley Law Enforcement Service Area by $3 million. **The City Recorder called for the vote. The motion passed unanimously.**

3.3 Discussion and Consideration of Resolution 19-31, Adopting Tax-Exempt Bonds and Continuing Disclosure Compliance Procedures

Mayor Silvestrini said Millcreek has a reporting obligation for the municipal bond that Millcreek issued. It requires Millcreek to report to the Securities Exchange Commission about any material changes in Millcreek's finances that could affect the City's ability to repay the bond. In order to guide Council and staff, the underwriter and bond counsel recommended that Millcreek adopt compliance procedures for reporting. The compliance officer will be the Finance Director. He said staff and Council Members should report anything they see that could affect the bond.

Council Member Marchant moved to approve Resolution 19-31, Adopting Tax-Exempt Bonds and Continuing Disclosure Compliance Procedures. Council Member Uipi seconded. The City Recorder called for the vote. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Silvestrini said the Council attended the Utah League of Cities and Towns Convention. He made a presentation at the convention during a lunch meeting about the planning efforts on the City Center and it was well received. He also sponsored a resolution on air quality that was presented to the League and it was adopted by the general assembly. Millcreek will move forward with the discussion on H.B. 411 on October 14th in the Council's work meeting. There will also be a report from the Economic Development Director and Planning and Zoning Director about the conference they recently attended. He said the Council would take public comment on H.B. 411 at

the Council meeting on October 28th. He said he invited a Millcreek resident to speak on renewable energy at the work meeting on the 14th, as well as Rocky Mountain Power.

4.2 City Council Member Reports
There were none.

4.3 Staff Reports
Francis Lilly said an evaluation committee reviewed proposals of the city center open space. They interviewed the consultant teams and would like to recommend EPG architects. They showed an open space that could catalyze economic development, demonstrated knowledge of site constraints, and how to program space for events year-round. Mayor Silvestrini said he did not sit on the selection committee but did look at the proposals. He said the teams came up with concepts that would become the property of the City. The City can use the proposals to spark ideas with the community with public engagement. He congratulated staff and said EPG was one of the lowest cost proposals. Mayor Silvestrini asked for the Council's direction to draft a contract. The Council supported staff moving forward with a contract for services from EPG. Mayor Silvestrini said he would like the Envision Committee who worked on the General Plan to come back together for the visioning of the city center. Lilly said there would be a meeting at Adib's Rug Gallery on October 12th for the Mountair streetscape design.

4.4 Unified Police Department Report
Detective Christian Thompson said there were 2,906 calls for service in August 2019 and those calls generated 1,163 cases, 462 citations, and 62 booking arrests. The crime report for August included: 49 assaults, 25 burglaries, 25 drug offenses, 79 family offenses, 1 homicide, 0 kidnappings, 123 larcenies, 1 robbery, 4 sexual offenses, and 23 stolen vehicles. He said the Patrol Unit had Sergeant Clay Hansen transfer to Millcreek Precinct from Taylorsville. Officer Graf located a suspicious vehicle and an arrest was made on a felony fugitive. The Street Crimes Unit had detectives conduct a controlled drug buy in which three suspects were arrested and a drug house was shut down. The Community Oriented Policing Unit did a bar check and all bars were in compliance. They have also been working on Eliminating Alcohol Sale to Youth (EASY) operations, working with local businesses and schools on dealing with shoplifters and active shooters, and spoke to students at the Fairland Preschool about law enforcement. He said officers had been patrolling school zones since school had started. Council Member Marchant said crossing guards have expressed appreciation for UPD patrolling the school zones.

4.5 Unified Fire Authority Report
Chief Woolsey said Unified Fire Authority (UFA) was in the middle of the hiring process. They would be advancing 95 candidates to oral interviews. Of that 95, there would be 3 groups; the first group are the ones that receive a unanimous yes vote by the selection committee and move into the background check part, the second group needs more deliberation, and the third group is for alternates. The candidates will take the national test which looks at cognitive and mechanical abilities and personal attributes. They are looking to hire approximately 30 new firefighters. A seismic study was conducted on the fire stations, 9 had issues and 4 have replacement plans. UFA will host a pancake breakfast for Millcreek on October 5th at Station 106. Mayor Silvestrini said the pancake event was well attended last year. Chief Woolsey said the firefighter from

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Draper who died in the line of duty last year was recently interred into the Fallen Firefighters Memorial in Colorado Springs.

5. Consent Agenda

5.1 Approval of August 26, 2019 Work Meeting and Regular Meeting Minutes
5.2 Approval of September 9, 2019 Work Meeting and Regular Meeting Minutes

Council Member Uipi moved to approve consent items 5.1 and 5.2, approval of minutes for August 26, 2019 and September 9, 2019. Council Member Catten seconded. Mayor Silvestrini called for the vote. The motion passed unanimously.

6. New Items for Subsequent Consideration

There was none.

7. Calendar of Upcoming Events

- Mt. Olympus Community Council Mtg., 10/1/19, 6:00 p.m. at 3450 E. Oakview Dr.
- Millcreek Community Council Mtg., 10/1/19, 6:30 p.m. at City Hall
- Canyon Rim Citizens Association Mtg., 10/2/19, 7:00 p.m. at 2375 E. 3300 S.
- East Mill Creek Community Council Mtg., 10/3/19, 6:30 p.m. at 2266 E. Evergreen Ave.
- City Council Mtg., 10/14/19, 5:00 p.m. at City Hall
- Planning Commission Mtg., 10/16/19, 5:00 p.m. at City Hall
- City Council Work Mtg., 10/21/19, 5:30 p.m. at City Hall
- City Council Mtg., 10/28/19, 5:00 p.m. at City Hall

Mayor Silvestrini went over the calendar of upcoming events. The Council requested the City Recorder notice the October 12th Mountair neighborhood meeting as a Council meeting.

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 8:35 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

APPROVED: _____ **Date**
Jeff Silvestrini, Mayor

_____
Attest: Elyse Greiner, City Recorder

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