

MILLCREEK, UTAH
ORDINANCE NO. 19-56

**AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 828 E. 4125 S. FROM R-2-10 (MEDIUM DENSITY RESIDENTIAL)
TO R-1-5 (SINGLE FAMILY RESIDENTIAL)**

WHEREAS, the Millcreek Council (“Council”) met in regular session on December 16, 2019, to consider among other things, an ordinance rezoning certain property located at approximately 828 E. 4125 S. from R-2-10 (Medium Density Residential) to R-1-5 (Single Family Residential); and

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

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

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

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

WHEREAS, on October 30, 2019, the required notice was published; and

WHEREAS, on November 20, 2019, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on November 20, 2019, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at November 20, 2019, at 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 December 11, 2019 the Council caused the required notice to be given; and

WHEREAS, on December 16, 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-19-017 filed by Aldo Arnone located at 828 East 4125 South is hereby rezoned/reclassified from R-2-10 (Medium Density Residential) to R-1-5 (Single Family Residential) such property being more particularly described as follows:

Parcel ID# 22-05-103-010

Legal Description

East 74 feet of Lot 6 Clearview 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 -56, 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 16th day of December, 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 19-56: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 828 E. 4125 S. FROM R-2-10 (MEDIUM DENSITY RESIDENTIAL) TO R-1-5 (SINGLE FAMILY RESIDENTIAL)

was passed and adopted the 16th day of December 2019 and certifies that copies of the foregoing Ordinance 19-56 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. 19-57

AN ORDINANCE AMENDING SECTION 19.04.448 OF THE MILLCREEK CODE OF ORDINANCES, AND REPEALING CHAPTER 19.73 OF THE MILLCREEK CODE OF ORDINANCES, ENTITLED “TOWN CENTER OVERLAY ZONE” AND REENACTING A NEW CHAPTER 19.73, ENTITLED “CITY CENTER OVERLAY ZONE”

WHEREAS, the Millcreek Council (“Council”) met in regular session on December 16, 2019 to consider among other things, amending section 19.04.448 and repealing Chapter 19.73 of the Millcreek Code of Ordinance, entitled “Town Center Overlay Zone” and reenacting a new Chapter 19.73, entitled “City Center Overlay Zone”; and

WHEREAS, Utah Code Ann. § 10-9a-503 provides in part that the Council may amend any regulations of a zoning district; and

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

WHEREAS, the City has adopted a City Center Master Plan (“Plan”); and

WHEREAS, City staff, City consultants, and other persons have recommended that the Council revise the Zoning Ordinance to adopt a City Center Overlay Zone in a manner that fulfills the intent of the Plan; 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 September 3, 2019, the required hearing notice was published; and

WHEREAS, on September 18, 2019, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on September 18, 2019, the planning commission held the required public hearing with respect to amending various sections of Title 19 of the Millcreek Code of Ordinances; and

WHEREAS, at the November 25, 2019 planning commission meeting the Millcreek Planning Commission recommended amending various sections of Title 19 of the Millcreek Code of Ordinances; and

WHEREAS, the Millcreek Code of Ordinances, provides among other things, that before finally adopting any amendment to the land use ordinances, 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 December 11, 2019, the Council caused the required notice to be given; and

WHEREAS, on December 16, 2019, at a public meeting the Council considered amending various sections of Title 19 of the Millcreek Code of Ordinances; and

NOW THEREFORE, BE IT ORDAINED by the Council that Chapter 19.73 of the Millcreek Code, entitled “Town Center Overlay Zone” is hereby repealed.

BE IT FURTHER ORDAINED by the Council that a new Chapter 19.73 of the Millcreek Code, entitled “City Center Overlay Zone” is hereby adopted in the form attached hereto and that the official zoning map showing the change enacted hereby be filed as provided in Section 19.06.020 of the Millcreek Code of Ordinances.

BE IT FURTHER ORDAINED by the Council that Section 19.04.448 of the Millcreek Code be amended in the form attached hereto (designated by interlineating the words to be deleted and underlining the words to be added):

This Ordinance, assigned Ordinance No. 19-57, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 16th day of December, 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 19-57: AN ORDINANCE AMENDING SECTION 19.04.448 OF THE MILLCREEK CODE OF ORDINANCES, AND REPEALING CHAPTER 19.73 OF THE MILLCREEK CODE OF ORDINANCES, ENTITLED "TOWN CENTER OVERLAY ZONE" AND REENACTING A NEW CHAPTER 19.73, ENTITLED "CITY CENTER OVERLAY ZONE"

was passed and adopted the ____ day of _____ 2019 and certifies that copies of the foregoing Ordinance 19-57 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

Chapter 19.04.448 is hereby amended as follows:

"Commercial recreation" means one or more recreational facilities- activities or uses, either indoor or outdoor, operated as a business and open to the general public for a fee, such as golf driving ranges and baseball batting ranges. "Commercial recreation" does not include the following indoor or outdoor recreational, gaming or amusement uses: firearm ranges; target shooting of all kinds; paintball; motorized activities of all kinds, irrespective of power source; mechanical, video, electronic or computerized recreational or amusement arcades. "Commercial recreation" does not preclude the issuance of temporary and seasonal licenses or licenses for large scale events of state, national, or international importance/recognition as defined by MKZ Title 5.

Chapter 19.73 is hereby adopted as follows:

Chapter 19.73 – City Center Overlay Zone (CCOZ)

19.73.010 – Purpose and Intent

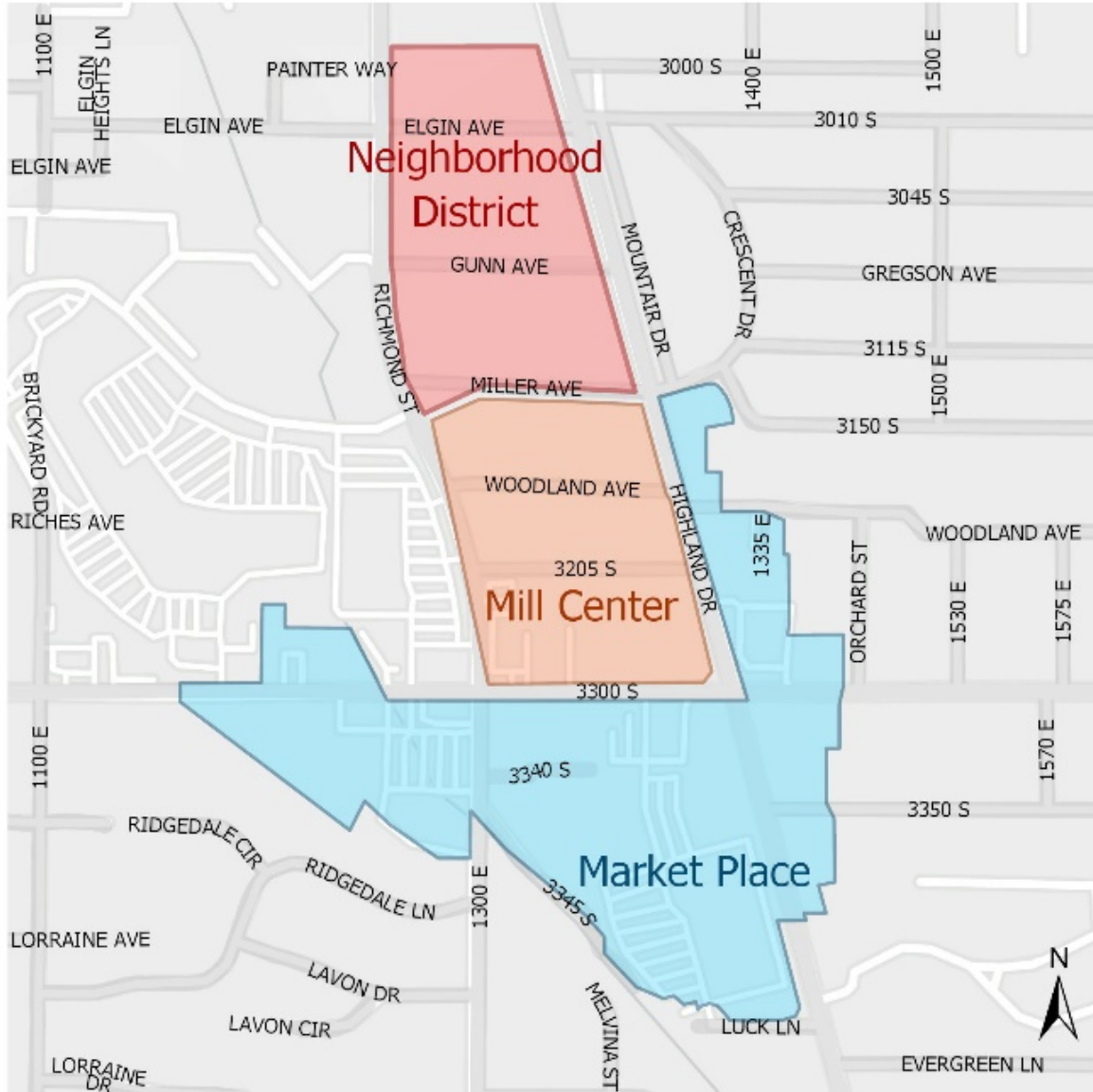
The purpose of the City Center Overlay Zone (CCOZ) is to supplement and modify the standards of the existing commercial and multifamily zones to promote the creation of a walkable mixed-use city center for Millcreek. The City Center is located approximately between Highland Drive and 1300 East, and 3000 South and along 3300 South and as particularly set forth on the Map 1 below and the official Millcreek Zoning Map. The CCOZ zone is intended to facilitate development that promotes quality growth, fosters harmonious development and outstanding design, increases property values, and creates new retail, residential, and other commercial opportunities.

19.73.020 Applicability and Use of the CCOZ

Any new development, exterior remodeling covering more than 50% of the building, or building expansions exceeding 15% of the gross square footage of the existing building, shall conform to the City Center Overlay Zone. Conformity shall not be required for maintenance, exterior painting, or interior remodeling of a building. New signs or sign replacements shall also comply with the CCOZ.

The CCOZ area is composed of three districts – the Neighborhood, the Mill Center, and the Market Place. The CCOZ covers the area shown in the map below:

Map 1 – City Center Overlay Zone Boundaries



19.73.030 CCOZ Application Process

- A.** Preapplication conference meeting with representatives from the City is required.
- B.** Application – an application and associated fees, shall be submitted and reviewed by staff for completeness. An incomplete application, that does not address the required CCOZ and other City ordinance required information, as determined by staff, will be returned to the applicant and not be processed until all information required by the City ordinances is provided. The City will provide a list of application requirements. The initial application will generally consist of concept plans with the following minimum requirements:

1. The applicant's name, address, telephone number, e mail, and interest in the property.
2. The property owner's name, address, e mail, and telephone number, if different than the applicant, and the property owner's signed consent to the filing of the application.
3. A property survey, property boundaries, right-of-way center lines, utility access, and recorded easements. The survey shall also include the street address and legal description of the subject property.
4. The current zoning classification, zoning district boundaries, and present use of the subject property.
5. A conceptual site plan or plans, drawn to scale, including sketches of the types of buildings proposed, floor plans, elevations of proposed buildings, materials, landscaping, parks, plazas, pedestrian pathways, parking, low impact design stormwater techniques to be applied to the site, known faultlines and recommended setbacks, oblique sketches of the project to show any view related issues (Valley and Mountains), and conceptual street cross sections using the requirements of sections 19.73.40 and 19.73.50 of this chapter.
6. A written explanation of the project that describes the thematic elements of the project, the place making concepts, one or more signature features, commercial and mixed-use designs (if applicable), potential tenants, its' relationship to the goals for the City Center and other details that will provide reasons that the development will create a long term benefit to the City and proposed techniques to mitigate any anticipated detrimental effects.
7. A preliminary traffic study that defines potential traffic generation, the integration of the new development with the adjacent street corridors, traffic capacity/level of service issues on adjacent roads and intersections, and suggest mitigation solutions for anticipated traffic congestion problems. The traffic study may also address parking demands, if the applicant believes that the standards found in the Parking Chapter are inappropriate. Applicants shall follow the requirements of 19.80.040 to create a parking study. Traffic and parking studies shall be commissioned by the City and paid for by the applicant.
8. Provide letters from all utility companies providing service to the project site describing their ability to serve the project.
9. A site-specific geologic hazard study and report, if required by MKC 19.75.
10. A summary table showing floor area by use, required parking by use, materials percentages, percentages of doors and windows, residential amenities if required, and open space requirements.

- 11.** Other information the City may deem necessary, as described on the application form, for proper review and analysis of a particular application and its potential detrimental effects.
- C.** Application processing and review – the initial application and fee, composed of the concept plan information as described above and the conceptual development agreement, shall be reviewed by staff and discussed with the applicant in an internal pre-development review meeting. Subsequent to that meeting, changes may be made to the submittal documents, if needed. Staff will assess the application for the project's compliance with the regulations of this chapter and determine if any potential detrimental effects need mitigation to include the following list of potential issues and standards, that may need to be addressed and mitigated:
- 1.** Decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards.
 - 2.** Negative impacts on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems.
 - 3.** Negative impacts on connectivity and safety for pedestrians and bicyclists.
 - 4.** Detrimental effects by the use due to its nature, including noise that exceeds sound levels normally found in residential areas, environmental impacts, dust, fumes, smoke, odor, noise, vibrations; chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may include hours of operation and the potential to create an attractive nuisance.
 - 5.** Environmental impacts that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people such as waste disposal, fire safety, geologic hazards such as faultlines, soil or slope conditions, liquifaction potential, site grading/topography, storm drainage/flood control, high ground water, environmental health hazards, or wetlands.
 - 6.** Modifications to signs and exterior lighting to assure compatibility within the overlay zone.
 - 7.** Incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors within the overlay zone in which the use will be located.
 - 8.** Reduction in the tax base and property values.
 - 9.** Reduction in the current level of economy in governmental expenditures.
 - 10.** Insufficient emergency fire service and emergency vehicle access.

- 11. Reduction in usable public open space
 - 12. Graffiti prevention applications and designs
 - 13. Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.
 - 14. Increase personal safety through the application of Crime Prevention Through Environmental Design (CPTED) principles to building design, especially for parking garages.
- D.** Final Development Plan – this plan submittal, subsequent to any Planning Commission public hearing(s) including an associated fee, is a detailed plan that addresses every section requirement of this ordinance, especially MKC 19.73.40 and 19.73.50, in a precise manner.
- E.** Conditional use approval shall be required for any building that meets any one of the following criteria:
- 1. A total square footage greater than 25,000 square feet.
 - 2. A ground floor footprint greater than 15,000 square feet
 - 3. A height greater than 36 feet, not including any element described as a height exception in Table 19.73-4.
- F.** The City will provide a checklist of the information required. Final development plans shall be required to the detail required by the City and shall be processed by staff. Building permit applications may be submitted after appropriate assurances in the form of cash escrow bonds are submitted for the public improvements.

19.73.040 – Permitted and Conditional Uses

Permitted uses on any lot in the CCOZ zone shall be the permitted and conditional uses allowed in the C-2 zone, with the addition of single purpose multi-family dwellings in the Neighborhood District. Uses shall be located within one of the Building Types identified in this chapter, except for the use limitations as set forth in MKC Section 19.60.030.

In addition to the uses listed below, any building that meets any one of the following criteria shall be approved using the City's Conditional Use Process:

- A.** Any proposed building with a total square footage greater than 25,000 square feet,
- B.** Any proposed building with a ground floor footprint greater than 15,000 square feet,
- C.** Any proposed building with a height greater than 36 feet, excluding any element described as a height exception in Table 19.73-4.

Such buildings shall be processed using the standards found in this Chapter as well as in MKC Chapter 19.84 Conditional Uses.

Table 19.73-1 – Permitted and Conditional Uses (subject to MKC Section 19.73.040)

General Categories of Use by District
Neighborhood District - Multi-family, mixed use, neighborhood retail and neighborhood services, office uses (2,500 square feet or less, unless the building occupies a corner of a neighborhood street and either Richmond Street or Highland Drive), commercial indoor recreation, temporary/seasonal/mobile food businesses
Mill Center – mixed use including residential on upper floors, office, retail, service uses, entertainment, civic uses, commercial indoor recreation/entertainment uses, temporary/seasonal/mobile food businesses
Market Place – retail commercial use, office, mixed use, commercial indoor recreation, temporary/seasonal/mobile food businesses

19.73.050 – Prohibited Uses and Use Limitations

Table 19.73-2 – Prohibited Uses and Use Limitations

The following uses are prohibited or limited in CCOZ zone:

USES	LIMITATION
Automobile Service Station, car wash and detailing businesses	Not allowed
Equipment, Car or Truck Rental or storage	Not allowed, except for car rental as an accessory use to a hotel
Non-Stealth Telecommunications Facilities.	Not allowed. Stealth telecommunication facilities are only allowed on rooftops.
Sexually oriented businesses	Not allowed subject to MKC 19.91.11

Pawnshop, smoke shops and related products, military surplus, and retail tobacco as the principal use	Not allowed
Residential Uses are permitted by district and within the building types specified in section 19.73.050 (14), except that mixed use buildings located within 250' of the NW corner of Highland Drive on 33 rd South and the NE corner of 13 th East on 33 rd South shall contain no more than 25% of the building floor area as residential uses. The 250' measurement only applies to that same quadrant of the intersection. For the purposes of this chapter, leasing offices, lobbies, required parking, and any required residential amenity spaces are not considered commercial uses.	Shall include mixed uses on corners in the Neighborhood District, and 100% residential buildings are not allowed in the Mill Center and Market Place districts. Residential uses shall include amenities as required by MKC Chapter 19.44.050.
Rooftop Gardens, Patios, and Amenity Space	Not allowed within 100' feet of a R-1 or R-2 zone boundary in the Neighborhood or Market Place districts, unless the rooftop garden, patio or amenity space is not located above the highest occupied floor of a building, or is obstructed from view from the zone boundary by at least 20 feet of occupied floor space.
Sale or lease of new or used vehicles of all types, watercraft, mobile homes, travel trailers, campers, motorcycles and other recreational vehicles, including licensed and non-licensed mobile construction equipment and other non-licensed mobile commercial equipment.	Not allowed
Secondhand stores including general merchandise, precious metal	Limited to a maximum of 2,500 square feet

dealer/processor and/or precious gem dealer.	
Commercial indoor and outdoor self-storage facilities of all types as a principal use, including mini-storage units, neighborhood storage, indoor and temperature controlled storage facilities.	Not allowed. Self storage, for residents of the building, as part of and internal to a multi-family or mixed use development is allowed, if located on an upper floor.
Tattoo and Other Body Art Businesses	Not allowed
Short term ("payday", "car" title, check cashing and similar) loan services	Not allowed
Drive-Through Uses as an Accessory Use	Not allowed for restaurant or food or beverage services uses in the Neighborhood district Drive through windows, order boxes, or access lanes are not are allowed to front on the Millcreek Common Street, and for all other districts drive-through uses shall conform to the requirements of Section 19.62.050 and other applicable requirements of this Title.
Indoor and outdoor gun ranges, both for profit and non-profit	Not allowed
Manufacturing as a principal use	Not allowed, excepting the manufacture of beer and spirits
Freestanding fireworks seasonal sales	Not allowed.
Structured parking, including parking garages and podium parking.	Not allowed to face any street unless wrapped with commercial or office uses on the first floor, street facing facade.

Sidewalk Dining	Allowed on any street except for alleys and woonerfs, to within 5 feet of the curb
Restaurant and Retail uses facing Millcreek Common	Restaurants and retail are the only uses allowed on the first floor facing Millcreek Common

19.73.060 – Bulk and Yard Regulations

The Tables below and Map 2 establish supplemental bulk and yard regulations for all buildings within CCOZ. These regulations modify and/or supersede any conflicting requirements found in the underlying zone.

Building Heights - Minimum and maximum heights are described in Map 2 below and in the chart below, and on the Official Planning and Zoning maps published by the City. Any proposed development that overlaps a defined height line that represents a change in building heights, on the Official Planning and Zoning map, shall use the lower standard or may step up the building height as per the Official Planning and Zoning map, at that height line.

Table 19.73-3 – Height Requirements and Map

Height Requirements		Minimum	Maximum
East of Highland Drive, north of 33 rd South	Tan area	12 feet	26 feet
North end of the Neighborhood District and south end of the Market Place	Yellow area	12 feet	38 feet
Various areas along Richmond, Highland near 33 rd , and along 33 rd . This area along Highland Drive is 75' wide, as measured from the west ROW line as of the adoption date of the ordinance.	Light Orange areas	24 feet	50 feet
Areas along Millcreek Common and on the north side of 3300 South	Dark Orange areas	40 feet	75 feet
South Side of 3300 South near the 1300 East Intersection	Dark Brown Areas	48 feet	75 feet

TABLE 19.73-4 – Bulk and Yard Regulations

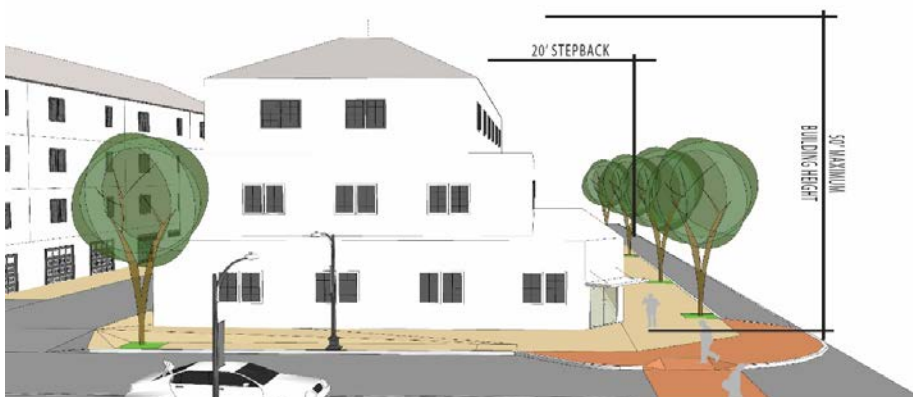
BULK AND YARD REGULATIONS	
Minimum Building Height	Minimum building heights are described in Map 2 above and in this table
Maximum Building Height	Varies by district – see section 19.73.14 (e) and Note 2 below, and Map 2 above
Height exceptions	Roof structures for the housing of elevators, stairways, ventilating fans or similar equipment required to operate and maintain the building, and fire or parapet walls, skylights, shade structures (awnings, fabric roof coverings, wood and metal open frame structures, etc.), towers (where required by City ordinances), flagpoles, chimneys, stealth wireless or television installations, theater lofts, solar panels, may be erected above the height limits prescribed in this chapter, but no space above the height limit shall be allowed for the purpose of providing additional habitable floor space. No such structures except towers and solar panels, may be located closer than 10' to edge of the building. The maximum increase in height for the above features shall be 12'.
Height Transitions	Height transitions are required for buildings within 100 feet of an R-1 or R-2 zone. See Note 1 and 2.
Maximum Lot Coverage	80 percent
Minimum Lot Coverage	50 percent
Maximum Front Yard	10 feet, subject to the build-to-line (see Note 4) standards established in Section 19.73.050 (8) and (14). The front yard setback is measured from the ROW line, except in the case of a plaza adjacent to the street, where the setback is measured from the edge of the plaza furthest from the street.

Off-Street Parking	Not allowed between front plane of the building and the curb on the street it fronts.
Residential Density	No maximum density is established.

TABLE 19.73-4: NOTES

1. For any development in CCOZ that is directly abutting an R-1 or R-2 zone, the maximum height for structures within 100 feet of the residential zone boundary shall not exceed 30 feet, as measured from the property line abutting the residential zone. If the residential zone abuts the CCOZ at a property line, the setback is measured from that property line. Buildings may step up after the 100' transition requirement has been met.
2. For any building over 40 feet in height or for any development on properties fronting on the Millcreek Common, 33rd South, Richmond and/or with frontage on Highland Drive, a twenty-foot stepback of the building façade, facing any street, is required between bottom of the first story and the top of the third story and upper stories. This stepback shall be segmented, such as, a ten foot initial stepback between the first and second floors and then an additional ten foot stepback between the second and third floors or shall create a stepback of 20' between the first and third floors, that should be utilized as a usable space for residents or businesses within the building (See Figure 1).

Figure 1 Building Stepbacks and Setbacks

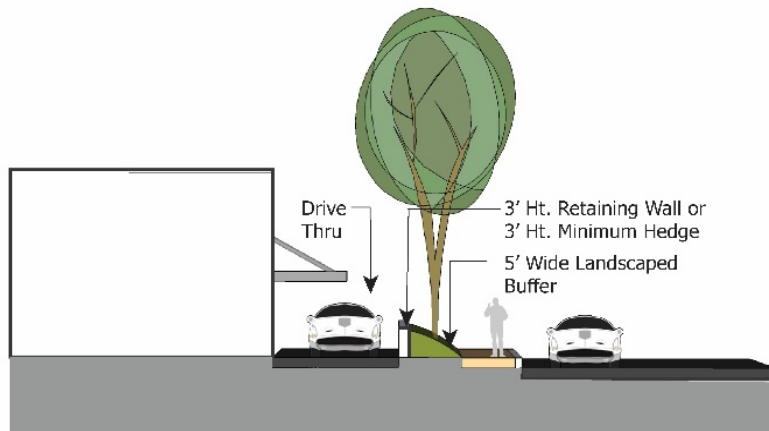


3. For the purposes of this chapter, where setbacks are measured from a right-of-way (ROW) containing a fully improved sidewalk, setbacks from a right of way shall be measured from the edge of the sidewalk that is directly abutting the public right-of-way.
4. Build-to-lines are defined as the line at which construction of a building façade is to occur on a lot, running parallel to the front property line, and ensuring a uniform (or more or less even) building façade line on the street. The flexibility provided in this Chapter is intended to allow for additional sidewalk space and façade variation, seating, for outdoor uses such as restaurants and to promote sidewalk dining.

19.73.070 – Design Standards

- A. **Objectionable Conditions and Violations of Applicable Law.** All uses shall be free from unsafe, unhealthy, objectionable and or unreasonable odor, dust, smoke, emissions, noise, vibration, or similar problems, nor be in violation of any federal, state or local law.
- B. **Landscaping on Public Right-of-Way.** Where a development directly abuts a public right-of-way, the development is required to install the street tree, curb, gutter, and sidewalk, pavement matching, street lights, landscaped planters, and street furniture as per the appropriate street cross section as shown in sub-section 6 below. This landscaping shall not be included any required open space.
- C. **Drive-Through Uses as an Accessory Use.** Drive through uses, such as financial institutions, food and beverage services, are permitted as an accessory use in CCOZ, except that drive-throughs associated with a food and/or beverage service, are not allowed in the Mill Center District and the Neighborhood District. Existing restaurants in the Mill Center District continue to be a legal use. Drive through facilities shall include a canopy or roof that is architecturally integrated and attached to the building and that mirrors the roof form of the primary building. Drive through windows are not permitted on facades that face a right-of-way, unless existing site or access conditions prohibit a drive through window on a façade that does not face a right-of-way. In situations where a drive through window is required on a street facing façade, the building shall incorporate a five-foot wide landscaped buffer, either sloped to a 3' tall retaining wall or a minimum 3' hedge, between the drive-through lane and the adjacent parking or right-of-way.

Figure 2 Drive-Through requirements



D. Requirements for Residential Uses. Requirements for any residential use established in CCOZ shall comply with the requirements established in Chapter 19.44 Multi-Family Residential and Chapter 19.78 Planned Unit Development of the Code, unless modified by this chapter. As an incentive to encourage property ownership in the City Center, no minimum area is required for Planned Unit Developments and condominiums, provided that the PUD or condominium consists of at least eight units and meets all applicable requirements of MKC Title 18 and Title 19.

E. Street Trees

General street tree standards can be found in subsection 9, Landscaping General below. Street trees shall comply with the Millcreek City Center Urban Forestry Standard.

F. Street Types

The seven street types identified below are intended to create a specific identity for the City Center District. All public sidewalks shall be colored a consistent tan color with complimentary accent colors at intersections and mid-block crossings. Exact dimensions and requirements will need to be coordinated with Public Works.

1. Highland Drive

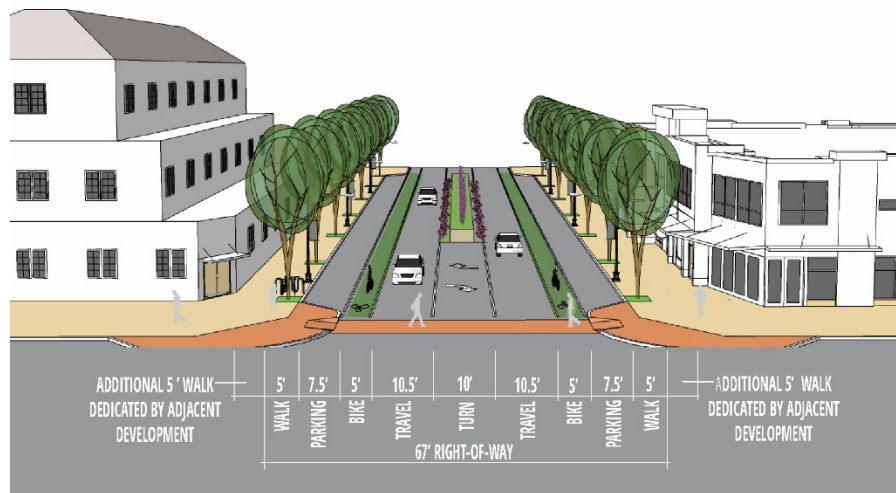
Highland Drive serves as the primary eastern collector through the district. This street section is characterized by narrow travel lanes, dedicated bike lanes, on-street parking (where feasible), generous sidewalks, and curb bulb outs at intersections for traffic calming. The intent is to slow traffic through the district, accommodate all modes of travel and focus on pedestrian connectivity.

Requirements

Vehicular Zone

ROW Width	67'
Travel Lanes	2
Center Turn Lane	1
Lane Width	10.5'
Center Median	Permitted mid-block and low turn demand areas
Parking Lanes	7.5' On-street parallel required on each side
Bicycle	5' Dedicated bike lanes each side using green thermoplastic or colored concrete
Pedestrian Zone	
Walkways	10' min. attached colored concrete sidewalk on each side with complementary enhanced paving at intersections and mid-block pedestrian crossings (5' within ROW, 5' dedicated by property owner)
Street Buffer	Trees in grates within the 10' walkway dimension noted above
Furnishings	Bike racks, seating, lighting, planters

Figure 3 Typical Cross Section for Highland Drive



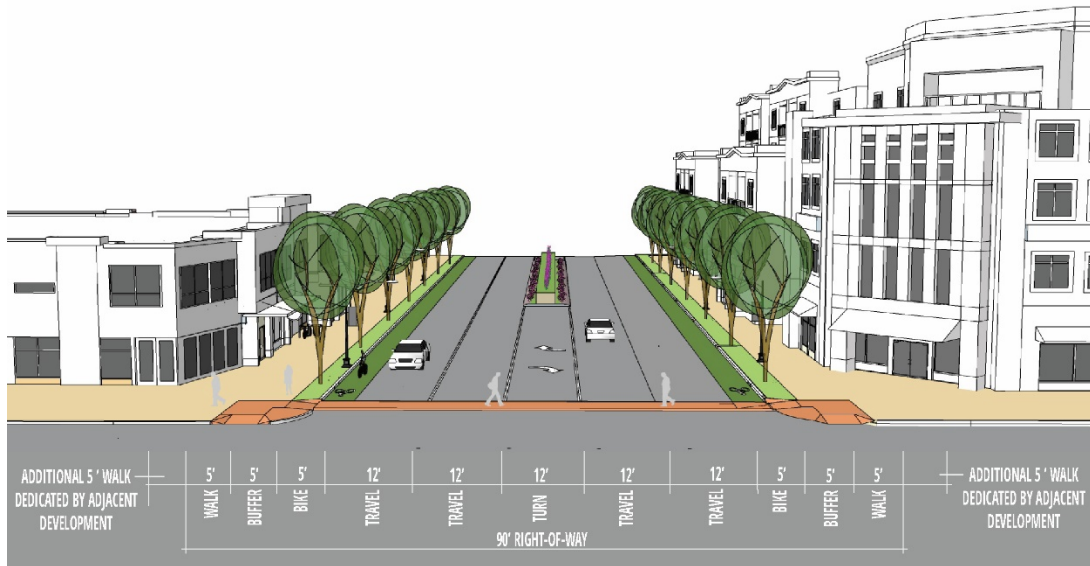
2. Richmond/13th East Boulevard

A minimum of two lanes in each direction with a median turning lane, punctuated with landscaped medians in areas not needing left turns, these streets are envisioned as grand boulevards.

Requirements

Vehicular Zone	
ROW Width	90'
Travel Lanes	4
Center Turn Lane	1, 12'
Lane Width	12'
Center Median	Permitted except at intersections, 12'
Parking Lanes	No parking on street
Bicycle	5' Protected bike lanes each side, using green thermoplastic or colored concrete
Pedestrian Zone	
Walkways	5' min. attached colored concrete sidewalk on each side with complementary enhanced paving at intersections and mid-block pedestrian crossings (5' within ROW, 5' dedicated by property owner which can be dedicated to City or provided through a public pedestrian easement and can encroach on the setback)
Street Buffer	6' park strip xeriscape with large trees
Furnishings	Bike racks, bus shelters, lighting

Figure 4 Typical Cross Section for Richmond/13th East Boulevard



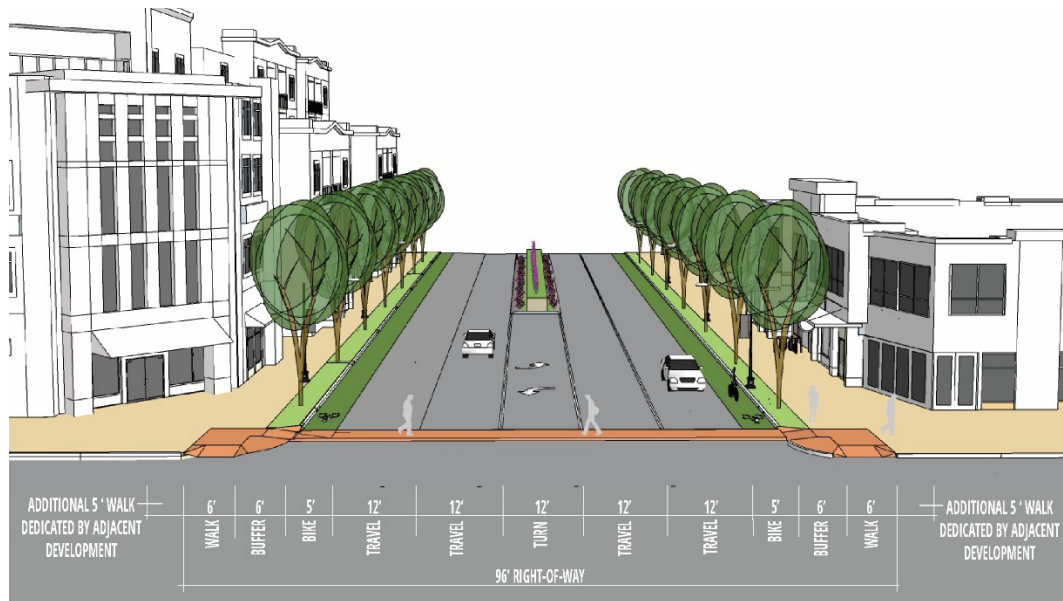
3. 3300 South Boulevard

This street is controlled by UDOT but plays an important role in the recognition of the City Center and the flow of major volumes of traffic in an east/west direction. To facilitate mobility with the City Center area, protected bike lanes are recommended to create better connections, between Highland and Richmond streets.

Requirements	
Vehicular Zone	
ROW Width	96'
Travel Lanes	4
Center Turn Lane	1, 12'
Lane Width	12'
Center Median	Permitted except at intersections, 12'
Parking Lanes	No parking on street
Bicycle	5' Protected bike lanes each side, using green thermoplastic or colored concrete
Pedestrian Zone	
Walkways	6' minimum attached colored concrete sidewalk on each side with complementary enhanced paving at intersections and mid-block pedestrian crossings (5' within ROW, 5' dedicated by property owner which can be dedicated to city or provided through a public pedestrian easement and can encroach on the setback)

Street Buffer	6' park strip xeriscape with large trees
Furnishings	Bike racks, bus shelters, lighting

Figure 5 Typical Cross Section for 33rd South



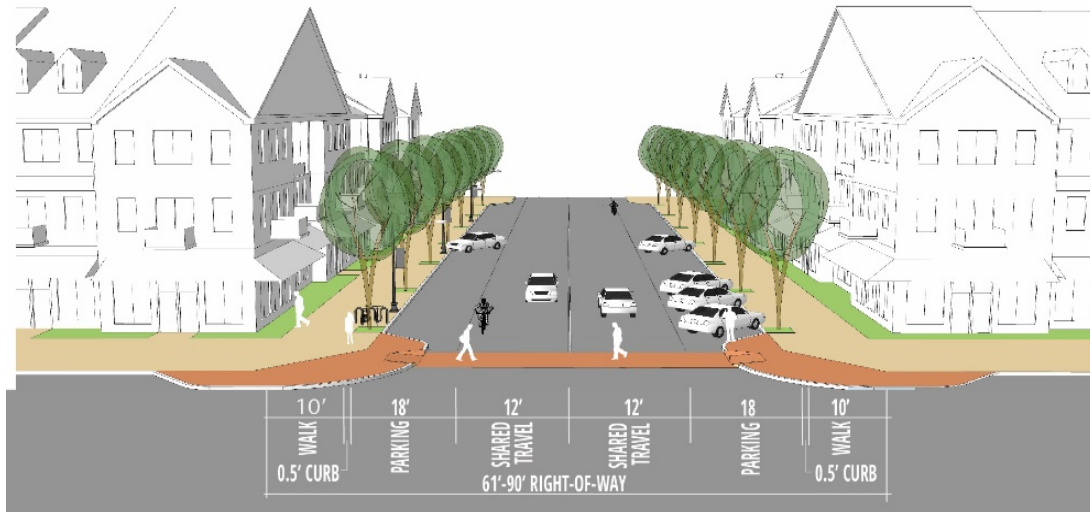
4. Neighborhood Streets

Connecting neighborhood streets include all of the streets that run east and west between Highland and Richmond Street/1300 East through the City Center. These streets are characterized by narrower right-of-way widths with similar goals of accommodating all modes of local traffic.

Requirements	
Vehicular Zone	
ROW Width	61' to 80'
Travel Lanes	2
Center Turn Lane	None
Lane Width	12'
Center Median	Not permitted
Parking Lanes	8.5' On-street parallel, 18' for angled head in, or head out on each side, depending on ROW
Bicycle	Shared with travel lanes
Pedestrian Zone	
Walkways	5' min. attached sidewalk on each side
Street Buffer	6' min. landscape area with trees

Furnishings	Bike racks, seating, lighting, planters
-------------	---

Figure 6 Typical Cross Section for a Neighborhood Street

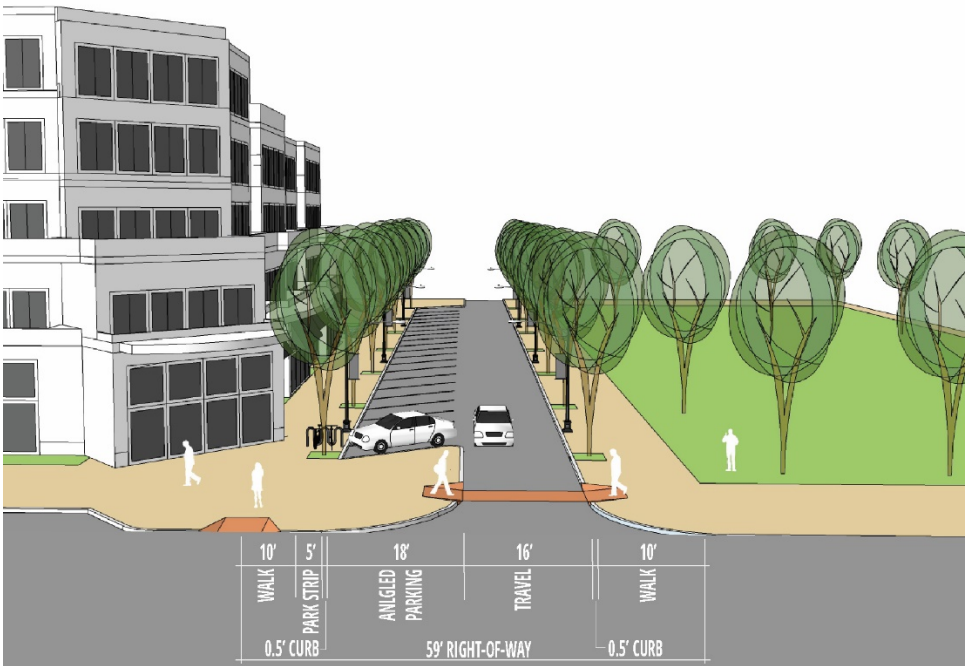


5. Millcreek Common Street and Frontage

If vehicular access and parking is provided between any building and Millcreek Common, it must meet the following requirements:

Requirements	
Vehicular Zone	
ROW Width	varies
Travel Lanes	1
Center Turn Lane	None
Lane Width	16'
Center Median	Not permitted
Parking Lanes	8.5' On-street parallel parking, both sides – or angled on the building side
Bicycle	Shared with travel lanes
Pedestrian Zone	
Walkways	10' min. outside edge, 5' inside edge
Street Buffer	6' min. landscape area, with trees
Furnishings	Bike racks, seating, lighting, planters, sculptures

Figure 7 Potential Cross Section for Millcreek Common Street



6. Laneway

Laneways are to be used as access to parking, rear loaded buildings, loading and delivery areas, services areas for refuse and utilities at the rear of lots, and as connectors for pedestrians. Laneways are intended as a shared vehicular access to the rear of buildings that allows the front façade to remain tied to the pedestrian realm.

Requirements	
Vehicular Zone	
ROW Width	30' (one way)
Travel Lanes	1
Center Turn Lane	None
Lane Width	16' (one way)
Center Median	Not permitted
Parking Lanes	Not permitted
Bicycle Lane	shared
Pedestrian Zone - shared	
Walkways	5' one side, 4' other side

Street Buffer	6' with tree grates and trees tied to 5' walkway, and breakable bollards on 4' walkway edge
Furnishings	None

Figure 8 Typical Cross Section for a Laneway



7. Woonerf

A shared street promoting for pedestrian and bicycle use over vehicular use but in an undefined manner. No curbs and weaving vehicular ways, punctuated by landscaped islands, help to create a street that is open for all users but in a very low speed, safe, environment.

Requirements	
Vehicular Zone	
ROW Width	40' (two way)
Travel Lanes	2 but unmarked other than by pavement distinction
Center Turn Lane	None
Lane Width	10'
Center Median	Not permitted
Parking Lanes	One side and purposefully restricts traffic flow to one lane
Bicycle Lane	shared
Pedestrian Zone - shared	
Walkways	10'

Street Buffer	Regular spaced landscaped islands, with trees
Furnishings	Seating within the islands

Figure 9 Typical Cross Section for a Woonerf



G. Corner Lots

Corner lots are deemed to have two front yards. Building corners that face street intersections shall be angled, rounded, setback or otherwise designed to soften the intersection of the perpendicular building facades to ensure vision clearance and create a public space. A corner plaza is required for all street intersections except for internal/mid-block (off of Highland and Richmond) intersections on Neighborhood streets and for laneways and woonerfs. Streets that require a plaza shall design a minimum of 20' wide 15' deep usable public plaza space and shall include provisions for shade and protection from inclement weather and seating. For sale art sculpture(s) are encouraged.

Figure 10 Corner Plaza



H. Front Yard Setback and Build-to-Line

The front yard setback is the build-to-line within 300' of all public street intersections within the CCOZ boundary. At least 50% of the front elevation of the building(s) must be within 10 feet of the build-to-line, except for the corners specified above. A build-to-line is defined as the line at which construction of a building façade is to occur in a lot, running parallel to the front property, and ensuring a uniform building facade line on the street.

I. Landscaping General

Landscaping shall comply with this chapter and MKC 19.77. At a minimum, street trees are required in planting areas or tree grates every 40', depending on tree type, on center and within 15' of back of curb. Trees must be 2" minimum caliper canopy type, at least 30' in height at maturity and maintained with a limb clearance of 8' above the ground. A Street Tree planting plan is required, which may modify the minimum separation requirement above, depending on the width of the tree canopy at maturity and shall utilize trees approved by the City in the Millcreek City Center Urban Forestry Standard. Landscaping along the street shall comply with the requirements of the street cross sections, the Millcreek City Center Urban Forestry Standard, the Street Tree Planting plan, and Chapter 19.77.

J. Garbage and Recycling

The development shall be designed to accommodate and efficiently manage the collection, storage, and removal of garbage in harmony with the neighborhood so as to minimize detrimental effects of the collection, storage, and removal on any use within the development or abutting uses. Dumpster enclosures are required. No refuse dumpster or dumpster enclosure structure shall be located closer than 10 feet to any perimeter property line, unless the dumpster or dumpster enclosure structure is located within a parking structure. Enclosure structures must have a minimum of four sides that

reflect or emulate the materials, design, and quality of the overall development. All developments shall provide recycling services.

K. Parking General

General parking requirements are subject to MKC 19.80.040, except as specified below. Parking requirements may be modified as per 19.80.40. These standards do not include guest parking, which shall be as required in 19.80.040.

Requirements	
Studio apartments	1 per unit
1- or two-bedroom apartments	1.5 per unit
3 or more bedrooms	2 per unit
Commercial/retail	3 per 1000 square feet
Service uses	3 per 1000 square feet
Office (excluding call type centers)	3 per 1000 square feet

Bicycle Parking as per Section 19.80.040 (c) with the additional requirement that all such bike racks shall be painted the “blue” used in Millcreek’s logo.

L. Parking On-Street

On-street parking, located on the same side of the street in front of the building housing the businesses, in the form of parallel or angled spaces can account for up to two-thirds of the required commercial, retail, or office parking.

M. Parking Off-Street

All off-street and structured/garage parking shall be located to the side or rear of the building to preserve street facing facades for transparency and pedestrian activity. Structured parking that faces a street shall be wrapped with commercial or office uses. Surface parking lots are not allowed if visible from the adjacent street. Guest parking shall not require a fee.

Figure 10 Typical Off-Street Parking Locations



N. Building Design

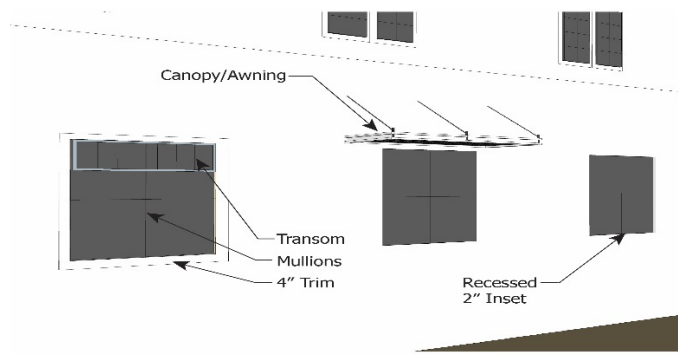
1. Entrances and Windows

Entrances to the first floor of buildings shall front on the public street. On double or triple frontage lots, entrances are required where the greatest amount of pedestrian traffic is anticipated. Windows shall constitute at least 50% of first floor street-facing facades, and 25 percent of all upper story facades. Windows shall be at least 50 percent transparent. Interior lighting is required. Street facing windows that are not on the same façade as the main building entrance, may cover the first floor windows with non-advertising window films using a mountain, mill, orchard or mountain related sports theme. Living screens may replace up to 50% of the window requirement for the lowest anticipated pedestrian traffic frontage. Mirrored windows are not allowed. Any east or west facing windows above the third story shall be non-reflective to prevent glare. Awnings are required for any buildings facing Millcreek Common Street and on the NW corner of Highland Drive and 33rd South and the NE corner of 13th East and 33rd South.

In adjacent buildings, opposing residential bedroom windows, located on building walls lower than 36', where such buildings are closer than 20 feet from each other, shall offset the window a minimum of 5 feet and provide window blinds for each opposing window, or reduce the opacity of the window to prevent one side from viewing the other. For opposing residential bedroom windows on building walls higher than 36', a minimum 40' separation is required, as well as window blinds. In no case shall any balconies have a separation from an opposing balcony of less than 10'.

Windows above the first floor shall conform to the standards described in Figure 11.

Figure 11 – Window Design Standards



2. Building Materials

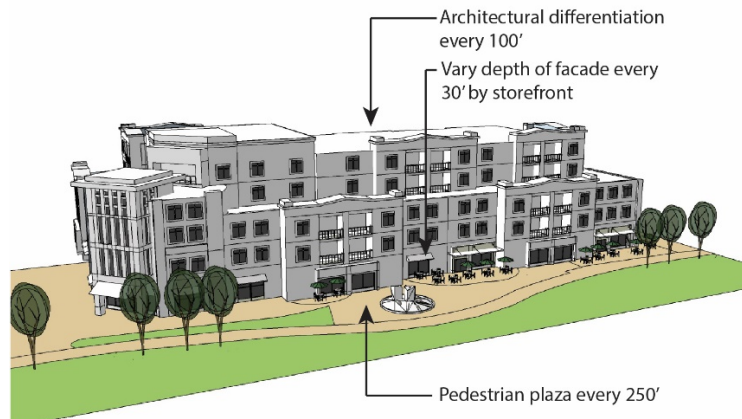
Exterior materials of a durable or resilient nature such as brick, stone, composite materials, or other materials of similar quality, hardness, and low maintenance characteristics are required. New development in the CCOZ, shall incorporate common, locally found materials such as granite, stone, sandstone, and brick as part of the first floor of each building for at least 50% of the first floor, excluding the windows. For the Mill Center District this requirement increases to a minimum of 75% for the first floor excluding the windows. For all Districts, all stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way. Other materials may be considered for soffits, or as accent or unique architectural features. Twenty-five year guarantee, architectural shingles are required for pitched roofs and other longer lasting roof materials for flat roofs are required.

3. Building Length and Facades

No new building elevation may exceed 100 feet in length without at least a 3' variation in the depth of the façade along the public right of way and a 2' variation on other faces. Residential unit balconies shall not be interpreted to meet this requirement. No single building shall exceed 300' in length. A separation of a minimum of ten feet is required, which creates a passageway to interior spaces. Such passageways shall be lighted, provide a safe pedestrian space and include vegetation in boxes every 30' of depth. As a minimum, provide pedestrian plazas every 250 feet of building length to break up long building façades along public rights-of-way. Top floors shall have architectural differentiation from the other floors in the building and rooflines shall vary every 100', as a minimum. For first floor uses in the mixed use building type, the appearance of small shops/storefronts with variation in the first floor façade every 30' is required. All buildings fronting on Millcreek Common shall include a permanent or retractable fabric awning, extending a minimum of 10' from the storefront/façade to provide shade and refuge from inclement weather. Awnings must be cantilevered from the front façade of the building. Such awnings shall be provided in colors that reflect colors incorporated as

part of the exterior of the building or the green or blue found in Millcreek's logo. Only permanent awnings are allowed to meet this requirement for buildings facing the Millcreek Common.

Figure 12 Building Façade Variation



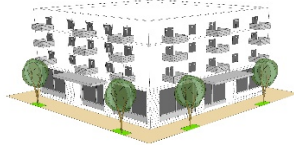
4. Building Massing and Façade Articulation

All buildings shall be designed to have at least three of the following:

- a. Visual breaks along the street-facing façade such as horizontal articulation in the plane of the façade by at least 2 feet.
- b. Change in height at the top of the building by at least 10 feet for every 100 feet of façade length.
- c. Changes in materials, color, texture or pattern for greater than 50% of the building facade.
- d. Indentations/recesses at least 10' in depth along the street facing facades at 100' intervals.
- e. Usable terraces (a larger balcony intended as a private resident leisure space) at least 10' in depth along the street facing facades.
- f. Covered walkways on south, east or west facing facades on street(s) other than Millcreek Common Street.
- g. Except for Millcreek Common facing buildings, columns or pilasters with a minimum 4-inch horizontal depth from the plane of the façade and spaced at a minimum interval of 50 feet.
- h. Stepbacks where not otherwise required.

5. Building Types

a. Mixed Use – Intended for a mix of primarily residential with commercial/office or commercial and office uses required to be located on the first floor, and optional above the first floor at or near the front build-to-line with parking to the rear, underground, or podium type. No podium parking is allowed fronting on Millcreek Common Street. This building type may support office, retail, hotel/hospitality or residential uses mixed either vertically or horizontally. For residential units, provide outdoor balconies or patios for 100% of the residential units at a minimum of 6’ deep and 60 square feet each. Provide indoor bike storage or bike lockers.



Requirements	
Front Build-to Zone	0'-10'
Minimum Side Yard Setback	10' between buildings
Minimum Rear Yard Setback	10', except when abutting an R-1, R-2, or R-4-8.5 zone the setback is 25'
Minimum Height	See Map 2
Maximum Height	See Map 2
Principal Entrance Location	Front or corner side of facade
Vehicular Access	From alley or rear of building
Minimum Transparency	50% on ground floor
Required First Floor Uses	Office, retail, craftsman industrial or residential (50% must be non-residential use). Any mixed use building that fronts on Millcreek Common Street shall have 100% non-residential uses on the first floor facing that street.
Depth of first floor non-residential uses	Not less than 30 feet unless at least 40 percent of the habitable floor area of the building consists of nonresidential uses, in which case the depth of first-floor non-residential uses can be reduced to not less than 20 feet.
Upper Story Uses	Any permitted use or conditional use
Where allowed	Corners in the Neighborhood District, the entire Mill Center, and the entire Market Place

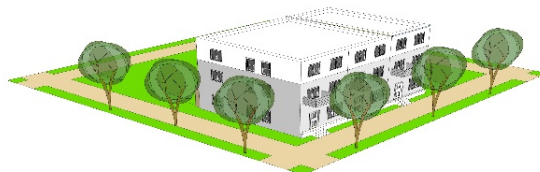
Storefront Width	Not to exceed 30 feet
------------------	-----------------------

b. Office/Commercial/Civic mixed use – Minimum 2-story building that mixes uses with the primary use of office, retail, civic or commercial use.



Requirements	
Front Build-to Zone	0'-15'
Minimum Side Yard Setback	10' between buildings
Minimum Rear Yard Setback	10', except when abutting an R-1, R-2, or R-4-8.5 zone the setback is 25'
Minimum Height	See Map 2
Maximum Height	See Map 2
Principal Entrance Location	Front or corner side of facade
Vehicular Access	From alley or rear or within the building
Minimum Transparency	50% on ground floor
Ground Story Uses	Office, Retail, Civic, or Commercial
Depth of first floor uses	30' minimum depth
Upper Story Uses	May vary
Where allowed	Mill Center, Market Place

c. Multi-family –A multi-story building that contains residential uses internal to the structure with parking to the rear, in a separate structure or podium style below the building. Parking structures shall include one 220-volt electric vehicle charging station for every ten stalls. Provide outdoor balconies or patios for 100% of the units at a minimum of 6' deep and 60 square feet each. Provide indoor bike storage or bike lockers.



Requirements	
Front Build-to Zone	0'-15'
Minimum Side Yard Setback	0' per unit, 10' between buildings
Minimum Rear Yard Setback	10',-except when abutting an R-1, R-2, or R-4-8.5 zone the setback is 25'
Minimum Height	See Map 2
Maximum Height	See Map 2
Principal Entrance Location	Front or corner side of facade
Vehicular Access	From alley or rear of building
Minimum Transparency	40% for ground floor and 15% for other floors
Ground Story Uses	For buildings located on corners; office, residential or live/work units, retail, personal services, or residential (50% of the street facing front facades must be non-residential use)
Upper Story Uses	Residential or parking only
Where allowed	Neighborhood District

d. Townhome - Horizontally attached multi-story units in a rowhouse configuration. This building type can include live/work units. Parking and private garages shall be to the rear of the building allowing the primary façade to front a public street or public greenspace. Provide outdoor balconies or patios for 100% of the units at a minimum of 6' deep and 60 square feet each. Where private garages are proposed, they shall be wired for at least one 220-volt line for electrical vehicle charging. Guest parking shall not include any driveway that accesses a garage.



Requirements	
Front Build-to Zone	0'-15'
Minimum Side Yard Setback	0' per unit, 10' between buildings
Minimum Rear Yard Setback	5'-10'
Minimum Height	2 stories
Maximum Height	3 stories
Principal Entrance Location	Front or corner side of facade
Vehicular Access	From alley or rear of building

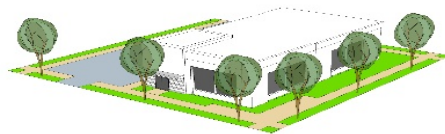
Minimum Transparency	15%
Ground Story Uses	Residential or live/work units
Upper Story Uses	Residential only
Where allowed	Neighborhood District

e. Adaptive Reuse – There are several existing buildings within the CCOZ that could be reworked into a new use. The following general requirements are required:

- (1) If the character of the existing building is deemed historic or historically significant due to its age or displays a unique architectural style or unique features, as determined by the Zoning Administrator, then reconstruction should attempt to retain as much of that character as possible.
- (2) Windows shall address the street frontage and encompass at least 50% of the first story building facades if structurally feasible.
- (3) Parking shall be located (or relocated) to the rear of the building.



f. Commercial single purpose buildings – Buildings with the primary use being commercial use.



Requirements	
Front Build-to Zone	0'-15'
Minimum Side Yard Setback	10' between buildings
Minimum Rear Yard Setback	10', except when abutting an R-1, R-2, or R-4-8.5 zone the setback is 25'
Minimum Height	See Map 2
Maximum Height	See Map 2
Principal Entrance Location	Front or corner side of facade
Vehicular Access	From alley or rear of building

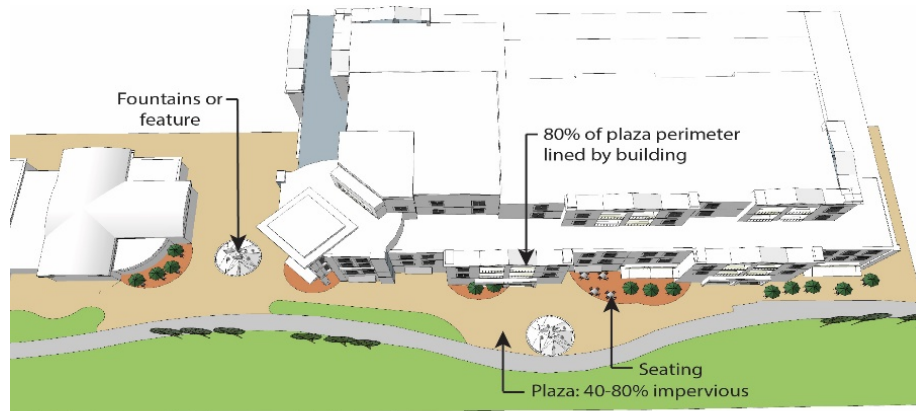
Minimum Transparency	50% on ground floor
Ground Story Uses	Commercial
Upper Story Uses	Commercial
Where allowed	Mill Center, Market Place

O. Open Space and Plazas

For all development that includes residential uses, the open space requirement is 20% . This open space requirement shall be fulfilled through rooftops, terraces for general resident use, plazas and pocket parks. The required common open space shall be for general use by the residents of the building and/or the public, and be usable land areas that are not occupied by buildings, dwellings, structures, parking areas, streets, public park strips, curb-gutter-sidewalk, driveways, or alleys and shall be accessible by all residents of the development. For the purposes of this chapter, gross site area is defined as the total area of the development excluding anything in the public right of way. For development or redevelopment involving sites that are one acre in size or greater, at least 40 percent of required open space must be in the form of a plaza that is located at the front, corner or side of the building, and open and accessible to the public at all times. The following requirements must be met:

1. At least 80% of the plaza's perimeter that does not front on vehicular right-of-way shall be lined by building frontages.
2. Fully enclosed permanent structures are not permitted.
3. Playgrounds are not permitted.
4. Minimum pervious surface = 40%
5. Maximum pervious surface = 80%
6. Must include seating, shade structures, and one tree (2" caliper minimum) per 800 sf of plaza area
7. Special features such as fountains and for sale public art installations are encouraged. Active features should be incorporated into the plaza.

Figure 11 Typical Plaza



P. Pocket Leisure spaces

Residential development involving sites 2 acres in size or greater shall include a pocket leisure space that fronts on or is easily accessible from a public street, open and accessible to the public at all times, and meets the following requirements:

- Minimum size = 2,500 square feet
- Maximum size = 20,000 square feet
- Include some form of child play structure
- Must include seating, shade structures, turf, hard surfaces, and one tree (2" caliper minimum) per 800 sf of park area

Figure 12 Typical Pocket Leisure space



Q. Rooftop Patios and Gardens

If a rooftop patio or garden is included as part of a development, the rooftop patio or garden shall include a minimum of 25% of its area covered with trees to provide shade. This 25% is defined using the canopy of the tree at maturity. Seating, tables, outdoor gas bar-b-ques, solar cells (see #23), and shade structures are required. All features listed above shall be setback 10' from the roof edge except solar cells. Grow boxes are encouraged.

Private roof top park space is encouraged to take advantage of the mountain and valley views but shall not include active play spaces.

R. On-site open space/park substitution – in-lieu substitutions

The open space/park requirement may be modified through potential substitutions for any development that faces the Millcreek Common or could benefit from contributing to pedestrian connections to the Commons. Such substitutions are intended to enhance with features or acquire land or improve land that is destined to become part of the “Millcreek Common”. The Millcreek Common is the signature open space in the City Center and is a benefit to all development in the City Center, including improved pedestrian connections to the Common.

In-lieu substitutions are encouraged for the benefit of the City Center by application to the Community Development Director, under the following circumstances:

1. In-lieu substitutions of land: are intended to fulfill the requirements for open/park space may be allowed when it can be factually established by a qualified land appraiser, that the substituted land is at least equal to or greater in value than the associated development property, as if it were to be fully developed as proposed. The City will determine with the developer the actual property to be appraised, both in the proposed development and in the “Millcreek Common”. The City will select and employ through a contract, an

appraiser. The cost of the appraisal shall be borne by the developer, through reimbursement to the City. New appraisals will not be required if recent (within one year) information is readily available.

2. Cash in-lieu: the City may determine that in certain situations, accepting cash as an in-lieu substitution, where it can be shown that acceptance of those funds, is more effective in acquiring open space/park land and improving pedestrian connections within the City Center. Cash in-lieu payments shall not be accepted without a qualified appraisal process as per (1) above. The City shall be obligated, in a timely manner, to use the in-lieu funds within the City Center for land purchases, open space, pedestrian system enhancements, and/or park related improvements.
3. Any land which has been dedicated, set aside, platted, or otherwise approved as open space, may not be substituted or used for any purpose other than those allowed by this chapter.
4. In-lieu substitutions shall be reviewed by the Community Development Director, through an application, however, final approval of the in-lieu substitution rests with the City Council. Such approvals shall occur prior to issuance of a Final Site Plan approval or a building permit.

S. Perimeter Fencing

To ensure maximum pedestrian connectivity, fencing between parcels is not required. No fencing of any kind will be allowed along the Richmond, 33rd, Highland Drive and Millcreek Common Street frontage. Privacy and/or security fencing is only allowed to screen unsightly, utility, or vehicle service areas from public right-of-way.

Fencing along a Neighborhood street frontage is permitted to define front porches and can consist of wrought iron/similar materials, wood or composites. Vinyl is prohibited as a fencing material. a minimum of 50% open at a max height of 42". Fences may incorporate a max 18" high stone, brick wall at the base.

T. Private Outdoor Lighting and Outdoor Dining

Lighting for streets and parking lots on the interior of the development is required. All lighting fixtures shall be directed downward with mechanisms to prevent dark sky illumination, pursuant to the guidelines of the International Dark-Sky Association (see guidance from <https://www.darksky.org/our-work/lighting/lighting-for-citizens/lighting-basics/>). The applicant shall submit a plan which indicates the type and location of lights in relation to the development and designed for

pedestrian/vehicular safety. Pedestrian lighting may include bollards and all lighting shall follow established themes described in subsection 21 below. Minimum average foot-candles for interior streets shall be 0.3 and the fixture height shall not exceed 25 feet. Such fixtures shall be located a minimum of 10' from the public right-of-way. All parking luminaries, except those required for security, must be extinguished one hour after the end of business hours.

Outdoor seating and dining may be partially or fully covered to extend the outdoor dining experience through the spring and fall months. Outdoor patio heaters and misters are permitted. Restaurant tables and chairs may be movable or permanent and should be reflected on the site plan. If alcohol is served, the restaurant will need to provide signage and decorative fencing per the health department code. Fencing materials shall be wrought iron (or a similar facsimile). Any accommodation for dogs shall be subject to the Salt Lake County Health Department regulations (Paws on the Patio HACCP plan).

U. Access Between Uses

Vehicular and pedestrian access is required between uses that does not force vehicles/pedestrians out to the adjacent streets.

V. Signs

Signs are limited to low profile monument signs, externally lit wall signs, projecting signs with a minimum of 8 feet clearance above the ground, and temporary A-frame signs. Any projecting sign along the Mill Common shall be limited to 42 inches in width. Lighting from signs shall be directed downward and comply with dark sky lighting standards. Illuminated signs along Mill Common may not be backlit. Size, location, and number limitations are defined in MKC 19.82.

W. Street Lighting

Figure 13

All street lights located on 33rd South, Richmond, and Highland Drive, shall incorporate a luminaire (Figure 13) atop a 14' pole. The light shall be low intensity, shielded from uses on adjoining lots, and directed away from abutting properties, yet lighting the street and adjacent walkway. All lighting shall incorporate full cut-off fixtures to minimize light pollution and be dark sky compliant.

All lighting on Neighborhood streets and Millcreek Common Street shall utilize the street light shown in Figure 13 or a suitable substitute approved by the City.

All lighting on Laneways, Woonerfs, and required passages between buildings shall use downward directed sconce styles for wall lighting and lit bollards along the street.



X. Small Wireless Facilities in Rights-of-Way in the City Center Overlay Zone.

Small wireless facilities in rights-of-way in the City Center Overlay Zone shall meet the requirements established for Small Wireless Facilities Deployment in MKC Title 16, and shall utilize street light poles or intersection semaphore structures for mounting wireless facilities. To the greatest extent possible such installations shall use the materials/colors of the pole they are using and should blend with the streetscape.

Y. Solar Rooftops, HVACs, and Charging Stations

Rooftops may be used as garden type open space, and/or passive recreation space but all roofs above the highest occupied floor of a building shall incorporate solar panels for power generation. 50% of the entire rooftop space shall be covered with solar panels.

All Heating, Ventilating, and Air Conditioning equipment (HVAC) shall be recessed by at least 10' from the exterior edge of the building. Such equipment shall be enclosed such that it is not readily recognizable as HVAC equipment.

For the residential portions of a mixed use or multi-family building, one electric vehicle 220 volt charging station is required for every 10 units. For the non-residential portions of mixed use, office, and commercial buildings, two charging stations per floor are required in the parking areas. Charging stations may be located in interior parking garages.

Z. Rooftop Cell Service Towers and Overhead Utility Lines

All existing overhead lines shall be located underground as part of any new development in the CCOZ. No new development shall exhibit any above ground utility or communication lines.

Rooftop telecommunication equipment is only allowed as a "stealth" installation. Such facilities shall appear to be an integrated part of the building.

19.73.080 – General Standards of Applicability

- A.** The use and development of property within CCOZ is also subject to other applicable chapters in the zoning ordinance and the regulations of the underlying zone except where specific regulations are provided in this chapter, including but not limited to applicable health and safety codes, building codes, and engineering standards.
- B.** Standards in other chapters may apply. In the event there is language elsewhere in Title 19 of this code that conflicts with language in this chapter, the CCOZ standards prevail.

MILLCREEK, UTAH
RESOLUTION NO. 19-40

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL COOPERATIVE AGREEMENT TO REVISE AND RESTATE THE
CREATION AND GOVERNANCE OF THE UNIFIED FIRE AUTHORITY**

WHEREAS, the Millcreek Council (“Council”) met in regular session on December 16, 2019, to consider, among other things, approving and authorizing execution of an Interlocal Cooperative Agreement to revise and restate the creation and governance of the Unified Fire Authority; and

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

WHEREAS, the Unified Fire Authority (the “Authority”) and its member entities are public agencies for purposes of the Act; and

WHEREAS, the Authority was created in 2004 via Interlocal Agreement to provide fire protection, emergency medical, and other related services to its member entities; and

WHEREAS, the Authority and its member entities wish to revise and restate the 2004 agreement to better reflect the current status and operation of the Authority by entering into a new Interlocal Agreement (the “2019 Interlocal Agreement”); and

WHEREAS, the 2019 Interlocal Agreement has been presented to the Council for review and approval, a copy of which is attached hereto; and

WHEREAS, the 2019 Interlocal Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the 2019 Interlocal Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 19-40, shall take effect upon approval. The 2019 Interlocal Agreement will be effective when the following Act requirements have been satisfied: (i) the 2019 Interlocal Agreement has been approved by all parties as required by Section 11-13-202(2) of the Act; (ii) each party to the 2019 Interlocal Agreement has submitted the 2019 Interlocal Agreement to an attorney authorized to represent the said party for review as to proper form and compliance with applicable law as required by Section 11-13-202.5(3) of the Act; and (iii) the approved, signed 2019 Interlocal Agreement has been filed with the keeper of records of each of the parties as required by Section 11-13-209 of the Act.

PASSED AND APPROVED by the Millcreek Council this 16th day of December, 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

REVISED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN PUBLIC ENTITIES TO CREATE AND GOVERN
THE UNIFIED FIRE AUTHORITY

This Revised and Restated Interlocal Cooperation Agreement (this “2019 Agreement”) is made and entered into as of the 1st day of December 2019, to be effective when all of the conditions identified in Paragraph 27 of this 2019 Agreement have been satisfied, by and between the UNIFIED FIRE SERVICE AREA, a local district and political subdivision of the state of Utah (the “Service Area”); SALT LAKE COUNTY, a body corporate and politic (“County”); the TOWN OF ALTA (“Alta”), COPPERTON METRO TOWNSHIP (“Copperton”), the city of COTTONWOOD HEIGHTS (“Cottonwood Heights”), EAGLE MOUNTAIN CITY (“Eagle Mountain”), EMIGRATION METRO TOWNSHIP (“Emigration”), HERRIMAN CITY (“Herriman”), the CITY OF HOLLADAY (“Holladay”), KEARNS METRO TOWNSHIP (“Kearns”), MAGNA METRO TOWNSHIP (“Magna”), MIDVALE CITY (“Midvale”), MILLCREEK (“Millcreek”), RIVERTON CITY (“Riverton”), TAYLORSVILLE CITY (“Taylorsville”), and WHITE CITY METRO TOWNSHIP (“White City”), all municipal corporations and political subdivisions of the State of Utah. All of the above may be referred to individually as a “Party” and collectively as the “Parties.” Alta, Cottonwood Heights, and Holladay may be referred to collectively at times as the “Contracting Entities.” The remaining Parties, excluding the Service Area, may be referred to collectively at times as the “Service Area Members.” The interlocal entity described herein is referred to as the UNIFIED FIRE AUTHORITY (the “Authority”) and will also be considered a Party to this 2019 Agreement.

RECITALS

A. Several of the Parties, as well as other entities no longer affiliated with the Authority, established the Authority via interlocal agreement effective January 1, 2004, which was also subsequently amended (the “2004 Agreement”).

B. The original membership of the Authority has changed over the course of its history, with the City of Draper exiting the Authority, the establishment of the Service Area as a taxing district for the purposes of funding the provision of services by the Authority to the Service Area Members, the incorporation of Millcreek and the metro townships (formerly a part of the unincorporated area of the County), and the annexation of a number of municipalities into the Service Area.

C. Throughout these changes and since its creation in 2004, the Authority has been a provider of fire suppression, emergency medical, and related services to its member municipalities and unincorporated Salt Lake County.

D. The Parties to this 2019 Agreement desire that the Authority continue to provide fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties. The Parties believe that the depth of service provided by the Authority ensures that their communities are receiving consistent and high quality service.

E. Because of the significant changes in the membership of the Authority, as well as lessons learned since its creation in 2004, the Parties agree that a revised and restated interlocal agreement is the best means of setting forth the terms and conditions of the continued existence and governance of the Authority. This 2019 Agreement is therefore intended to, and does, revise

and replace, in its entirety, the 2004 Agreement establishing the Authority, including any amendments thereto.

F. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the Parties, all of which are “public agencies” for the purposes of the Interlocal Cooperation Act, are authorized to enter into this 2019 Agreement and to thereby maintain an interlocal entity for the provision of fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties.

G. The Parties desire to enter into this 2019 Agreement to affirm the creation of the Authority, refine the description of its membership, and revise the governance of, and terms and conditions of service by, the Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Interlocal Entity.** Pursuant to the Interlocal Cooperation Act, the Parties agree to the continued existence of the Authority as a separate political subdivision and body politic and corporate of the state of Utah, as established pursuant the 2004 Agreement, subject to the revised and restated terms and condition found in this 2019 Agreement.
2. **Name.** The legal entity will continue to be known as the Unified Fire Authority.
3. **Summary of Scope of Services to be Provided by Authority.** The scope and type of services provided to the Parties by the Authority will be determined through the regular adoption and maintenance of a strategic plan and other policies of the Authority, adherence to standards of emergency response coverage, and the annual budget process as determined by the

Authority's Board of Directors (the "Board"). The following guidelines are intended to inform these processes for those geographical areas in which the Authority will directly provide services:

4. The Authority will staff engines and trucks with three or more firefighters in a manner to maintain coverage and response reliability within each community.
 - a. In urban and suburban areas, a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority that facilitate a four-minute travel time within its built-upon area. The expectation will be for the Authority to maintain a service level that provides an Insurance Services Office ("ISO"), or similar successor rating agency, suppression rating of 3 or better.
 - b. In rural/interface areas that are not yet significantly built-upon (as designated and identified by the ISO), a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority, that will meet the requirements for an ISO suppression rating of 9 (3X) or better.
 - c. At the time of execution of this 2019 Agreement, the currently existing or planned stations are consistent with these guidelines.

5. **Baseline Services.** The following baseline services ("Baseline Services") are to be included in the member fee ("Member Fee") described in Paragraph 5. Additional Baseline Services to be included in the annual Member Fee must be approved by a two-thirds vote of the Board as part of its budgetary process. The Member Fee will constitute the payment mechanism

by which the Parties pay the Authority for the Baseline Services provided and will be established by the Board during the Authority's budget process:

- a. Service Delivery:
 - i. Fire Suppression.
 - ii. Advanced and Basic Life Support First Response and emergency transport.
 - iii. Fire Prevention, including Fire Code review and enforcement.
 - iv. Fire / Arson Investigation and Bomb Squad.
 - v. Public Information and Community Events.
 - vi. Special Operations: hazardous materials, heavy rescue, search and rescue, and surface water rescue.
- b. Support Services. Support services such as administration, finance, legal, human resources, information technology, medical, training, and logistics necessary for the delivery of the services stated above.
- c. Capital Purchasing. Timely payment of all debt obligations incurred in capital purchasing and replacement of apparatus and equipment necessary for the delivery of the services stated above.

6. **Member Fee**. Fees and costs for services attributable to the Member Fee will be transparently disclosed and stated with reasonable specificity in each annual budget adopted by the Board. The Board will adopt policies that allow for the guidance and development of the budget. Parties will be provided reasonable notice prior to any significant change in the level of services or reallocation of the Authority's resources compared to the prior fiscal year. Each

Contracting Entity will be charged an individual Member Fee and the Service Area will be charged one Member Fee for all of the Service Area Members. Service Area Members will not be charged an individual Member Fee.

7. **County-wide Fire and Emergency Services.** The County (not the other Parties) may budget funds from its County-wide fund to provide county-wide services (“County-wide Services”). Funding for County-wide Services will be separate from fees and other funding agreements provided under this 2019 Agreement. The Authority will prepare a budget request for the County in such form and follow such timelines and procedures as regularly established by the County. The nature and level of County-wide Services provided by the Authority will be in accordance with the funding budgeted by the County. County-wide Services will be integrated into the command structure and organization of the Authority and include the following:

- a. **Emergency Operation Center and Emergency Planning.** Providing emergency services including grant administration; preparing, drafting and reviewing emergency operation plans for County-wide emergency services in accordance with requirements of federal and state statutes and for use by other government agencies in times of disaster or other emergencies; and providing local emergency planning committee services.
- b. **Recreation Area Services.** Providing fire and emergency medical protection services to areas designated as recreational areas pursuant to Utah Code Ann. §17-34-101, et. seq., or any similar successor provision.
- c. **Additional County-wide Services.** Additional County-wide Services may be established by separate agreement between the Authority and the County without the need to amend this 2019 Agreement.

8. **Enhanced Services.** A Party may individually enhance the level of Baseline Services provided by the Authority to that Party at an additional cost. The enhancement, cost, and start date of the new enhanced service (“Enhanced Services”) are subject to pre-approval by the Board. The additional fee for Enhanced Services will accrue as of the date such services begin and be due and payable as part of that Party’s Member Fee as provided for in this 2019 Agreement or, in the case of a Party that is part of the Service Area, a separate Enhanced Services fee paid separately to UFA by the Party receiving such services.

9. **External Contract Services.** By separate agreements, other agencies may receive and separately fund services. The Board must approve the extension of external contract services. Examples of current external contracts services being provided include:

- a. Urban Search & Rescue program funded by FEMA grants.
- b. Camp Williams Fire Management Officer and suppression funded by the Utah National Guard.
- c. Utah Data Center protection funded by the Utah Military Installation Development Authority.
- d. The JATC fire school program funded by the Jordan School District.

10. **Governance and Administration of Authority.** The Authority’s governing body is its Board, which is comprised of representatives of the Parties served by the Authority (each of which is a “Board Member”). Although the Service Area is a Party to this 2019 Agreement, its role is to act as a taxing district to pay for the Authority’s services for the benefit of its members, and will therefore not have any separate, direct representation on the Board beyond its individual members’ participation on the Board.

a. Board of Directors.

- i. Each city and metro township to which the Authority provides services will receive a position on the Board, regardless of whether they are a Contracting Entity or Service Area Member.
- ii. The County will receive two positions on the Board. One Board Member will be the County Mayor, or a Deputy Mayor or Associate Deputy Mayor as designated by the County Mayor, and one Board Member will be appointed from the County Council.
- iii. Except for the County as provided for in subparagraph a(ii), each Board Member must at all times be an elected official of the Party and either a mayor or councilmember of the municipality's governing body.
- iv. A Party may designate, on an annual basis, an "alternate" Board Member (who must still qualify under subsections a.ii and a.iii above and be designated in writing to the Authority), to attend and fully participate, including voting, in Board meetings on behalf of the Party if that Party's designated regular Board Member is unable to attend. Board Members are encouraged to appear remotely via phone or video if they are unable to attend in person before utilizing this option and to provide as much notice as possible to staff that the alternate will be attending.
- v. Board Members will serve indefinitely at the pleasure of the appointing entity. Any appointment or removal of a Board Member will be accompanied by a letter or resolution of appointment from the applicable Party notifying the Authority of such action.

- vi. Board meetings, and all actions taken thereby, will require a quorum be present and will operate in compliance with the Open and Public Meetings Act (Utah Code Ann. §52-4-101, et seq.), or successor applicable open meetings law.
- vii. Matters related to the operation of the Board, such as meeting times, the conduct of meetings, chair and vice-chair appointments, etc. will be established and adopted by the Board as written policies and procedures.
- viii. Recognizing the significant time commitment in Board participation, Board Members may, at the discretion of the Board, receive an annual stipend in an amount to be determined by the Board pursuant to the annual budget process for their participation on the Board. While not specifically applicable to the Authority, the Board will comply with the requirements of Utah Code Ann. §10-3-818, or similar successor statutory provision, for any instigation or increase in said stipend. Nothing in this Agreement will prevent an individual Party from compensating, in its discretion, its representative Board Member directly for time spent on Authority matters.

b. Voting.

- i. For all matters related to the governance of the Authority, each Board Member will be entitled to one vote on the Board and matters, unless otherwise specifically stated herein, will be passed by a vote of at least a majority of the Board at a duly noticed meeting; i.e., the affirmative vote of at least a majority of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

ii. In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(i) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members (or alternates) representing separate Parties who are present at a Board Meeting may call for a "weighted vote," at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a weighted voting system with the weight of each Board Member's vote being determined as follows:

1. A "Member Fee Percentage" will be calculated by computing the percentage each Party is paying for the Authority's services in comparison to the total of all Member Fees (Member Fees for this calculation do not include payments for County-wide services provided for in Paragraph 6). UFSA will not be considered a Party for this calculation as its Member Fee in comparison to the total of all Member Fees will be allocated among its member entities in proportion to each Party's taxable value for that fiscal year as calculated by the Utah State Tax Commission.
2. A "Population Percentage" will be calculated by comparing a Party's population to the total population of the communities served by the Authority, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates.

3. Each Party's Member Fee Percentage and its Population Percentage will then be averaged (i.e. 50 percent allocation by Member Fee Percentage and 50% by Population Percentage) to create the final "Weighted Voting Percentage" for that Party.
4. The County's Weighted Voting Percentage will be divided and allocated equally to each of the County's Board Members for the purposes of a weighted vote. In no event will the total percentage of weighted voting allocated to the County Board Members exceed the County's Weighted Voting Percentage.
5. An example of this calculation as it would occur as of October 1, 2019 is attached hereto as Exhibit "B" with the calculation of the Member Fee Percentage shown in Table 1, the Population Percentage shown in Table 2, and the Weighted Voting Percentage shown in Table 3.
6. When weighted voting is requested under this paragraph, approval of the budget or amendment will pass with an affirmative vote of the majority of the weighted vote, i.e. a vote that exceeds fifty percent of the total weighted vote of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

c. Executive Staff:

- i. The Board will directly supervise, appoint, and be responsible for removing the Fire Chief/CEO of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Fire Chief/CEO setting forth the terms and conditions of employment.
- ii. The Board will directly supervise, appoint, and be responsible for removing the Chief Legal Officer of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Chief Legal Officer setting forth the terms and conditions of employment.
- iii. The Fire Chief will supervise the Chief Financial Officer of the Authority, but will require ratification of the Board for any appointment or removal of an individual to the position of Chief Financial Officer.
- iv. The Merit System Coordinator, as described in Exhibit A to this 2019 Agreement, will operate pursuant to policies established by the Board and will report to the Board on matters related to the Authority's Fire Merit System. Upon request of the Board, the Fire Chief will make a nomination or, at the request of the Board, nominations of a candidate or candidates for the position of Merit System Coordinator and the Board will appoint a person to the position.
- v. All other employees will be supervised by the Fire Chief pursuant to policies adopted by the Authority and Exhibit A to this 2019 Agreement.

d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of the Authority. These Board Policies

will inform and direct a set of operational policies created and adopted by the Fire Chief/CEO in consultation with the CLO and Command Staff.

11. **Non-Station Facilities.**

- a. **Other Facilities.** If the Authority wishes to construct an additional public safety facility, such as a facility for administration, logistics, training, etc., the Board will equitably apportion the cost to construct or remodel any such public safety facility that is used to provide the Baseline Services to the Parties similar to the apportionment of the Member Fee for Baseline Services. If the benefit of such facility specifically inures to one or more Parties to the exclusion of others, the Board may apportion the cost of such facility to the benefiting Party or Parties to be paid as an addition to the Member Fee (in the case of a Party who is part of the Service Area as a separate fee similar to one charged for Enhanced Services) or by the application of a Party's collected impact fees.
- b. **Transition of Stations.** Should the Authority decide to discontinue its use of a fire station as an emergency response facility, but the Authority and the owning Party agree that the Authority may continue to use it for another purpose in support of its provision of services, the Authority will assume the capital maintenance responsibility for such facility and will occupy it with an annual lease payment of \$1.00 to the owning Party.

12. **2004 Equipment.** The 2004 Agreement provided a specific description of equipment conveyed to the Authority by the Parties then forming the Authority. The time elapsed since the 2004 Agreement means that all or nearly all of the equipment conveyed has been cycled through, merged with other equipment, or used to the end of its useful life. The

Authority represents that any such equipment detailed in the 2004 Agreement is no longer of any value or has been so incorporated into the Authority inventory that it no longer represents identifiable items of separate property. The Parties therefore agree to disclaim any rights to return of property found in the 2004 Agreement and agree that disposition of any equipment to members upon dissolution or withdrawal will be accomplished according to the provisions of this 2019 Agreement.

13. **Employees.** The Parties (excluding the Authority) agree that no Party will have any fiscal obligation or liability for the payment of salary, wages, benefits, or other compensation of employees of the Authority beyond the assessment of the Member Fee.

14. **Merit System.** The Parties agree that the Authority will operate with a Merit System for sworn fire-fighter employees as provided for in Exhibit A and any policies duly adopted to be consistent therewith and general merit principles.

15. **Reports, Audits, and Performance Measures.**

- a. The Authority will be subject to Utah Code § 11-13-501 et seq., or successor provision, for accounting, reporting, budgeting, and auditing requirements, as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to the Authority will be determined by policies and procedures adopted by the Board. The budgeting cycle for the Authority will be via a fiscal year beginning July 1 and ending June 30 of the succeeding year.
- b. To ensure transparency, the Authority will prepare a financial report as part of the annual budgeting process and receive an annual audit report. Such reports will be both posted online and available upon request.

- c. The Authority will also keep records and statistics related to the performance of its services and will, from time to time, prepare reports summarizing performance.

The Board or any individual Party may make a request for the creation of such a report at any time and Authority will use its best efforts to prepare such a report in a timely manner.

16. **Indemnification.** The services the Authority provides are governmental functions and the Parties are all governmental entities under the “Governmental Immunity Act of Utah” (Utah Code § 63G-7-101, et seq.), or successor provision (the “Immunity Act”). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Each Party agrees to defend, indemnify, save and hold harmless the Authority or any other Party (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity (including reasonable attorney’s fees and costs of suit) relating to or arising from actions of that Member’s elected and appointed officers or employees or the Authority’s enforcement of any ordinances of that Party that is alleged to be unconstitutional or illegal.

17. **Term.** This 2019 Agreement will be effective as of the date it is fully approved and executed by the Parties and, unless terminated as provided for herein, will be in effect for a term of twenty-five years. The Parties agree that every five years this 2019 Agreement will be brought before for the Board for review and discussion to determine if revisions are necessary to

better accomplish its goals given any changes in circumstances or law that have occurred over the preceding years.

18. **Withdrawal.**

- a. **Cooperation.** If a Party wishes to withdraw from the Authority and the terms and conditions of this 2019 Agreement, the Parties agree to work cooperatively in such a manner as to minimize the harm to any Party and the public safety of the citizens of all Parties. The Authority will respect the desire and decision of the withdrawing Party, and the withdrawing Party will respect the need for and allow the necessary planning to ensure a withdrawal will result in the minimum impact reasonably possible on the Authority and remaining Parties.
- b. **Requirements.**
 - i. Due to the complexities of the operation of the Authority and the significant impact a withdrawal may have on the other Parties, a Party must provide at least twelve months' advance notice as to the date it wishes to withdraw from the Authority. Those twelve months will run from the date the UFA Fire Chief and CLO receive a written notice of withdrawal from the withdrawing Party. The Parties acknowledge that the annual Member Fees paid to the Authority do not constitute the establishment of a debt for any Party and will be paid as services are provided. Furthermore, the Parties acknowledge that the inclusion of a twelve months' withdrawal period renders this 2019 Agreement one of reasonable duration.

- ii. The twelve month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Party and the Authority, if approved by the Board.
- iii. Upon providing notice of its intent to withdraw, the withdrawing Party's Board Member must, if applicable, relinquish his or her position as Board Chair/Vice-Chair and any committee Chair. The Board Member will also be automatically recused from matters directly affecting the withdrawal process. Such recusal will only extend to voting on matters related to the withdrawal process and the withdrawing Party's Board Member will have the right to participate in Board discussions and debates related to such issues. However, a withdrawing Party's Board Member may be excluded from any closed sessions, properly held pursuant to the Utah Open and Public Meetings Act, to discuss matters related to the withdrawal of that Party. If a withdrawing Party revokes its intent to withdraw, its Board and Committee positions will be reinstated.
- iv. The Parties and the Authority agree that if a Party withdraws and subsequently forms or participates in a new fire department with other Parties, that the Authority and withdrawing Party will, in good faith, negotiate or join existing relevant mutual and automatic aid agreements covering both the Authority and withdrawing Party, subject to approval of the withdrawing Party's governing body.

- v. Upon receiving a notice of intent to withdrawal, the Parties will begin the withdrawal process by creating a withdrawal plan that will comply with the general principles provided for in this Paragraph 17.

c. Disposition of Stations or Equipment.

- i. Station Lease. The Authority will cease using the stations owned by the withdrawing Party upon the effective date of the Party's withdrawal. The withdrawing Party, or other station owner, will receive the station in an as-is condition as of the effective date of the withdrawal. If the withdrawing Party is not the owner of the station at the time of withdrawal and it wishes to use the station after withdrawal, the withdrawing Party will be responsible for coordinating such use with the station's owner. The Authority will use its best efforts to maintain the station in its condition from the date of the notice to the date of withdrawal, but will not be responsible for any normal wear and tear during the withdrawal period, nor for any deterioration or destruction of the station outside of its control.
- ii. Improvements. If the Authority has constructed or incorporated improvements or fixtures into the real property of the stations that cannot be removed without destroying the improvement's value, the withdrawing party will reimburse the Authority for the depreciated value of the improvements at the time of withdrawal using a ten year straight line depreciation period with no residual.
- iii. Station Inventory. The Authority and the withdrawing Party will meet and confer to create a property disposition plan to account for supplies and

equipment located in the stations serving the withdrawing Party that are to be vacated by the Authority. This plan will contain an inventory of any items for which the withdrawing Party can specifically prove ownership. The withdrawing Party will be entitled to retain only such inventoried items upon withdrawal. All other supplies or equipment used or installed by the Authority during its normal operations and procurement will not be included in this inventory and will be retained by the Authority or sold to the withdrawing Party pursuant to the terms of this 2019 Agreement.

- iv. Apparatus and Equipment. If the withdrawing Party has transferred apparatus or equipment to the Authority and such apparatus or equipment has not been cycled through to the end of its usable life or inseparably incorporated in the Authority's inventory, those units will be returned to the withdrawing Party. All apparatus and equipment purchased through the Authority's capital replacement plan is owned by the Authority.
- v. Debt Obligation. Although the withdrawing Party will not be obligated to continue its portion of the payment for any debt of the Authority related to the acquisition of apparatus and equipment, however, the withdrawing Party will not have any property right to any such apparatus and equipment in the stations serving the withdrawing Party except as provided for above.
- vi. Sale of Apparatus or Equipment. Unless it determines doing so will cause harm to the remaining Parties, the Authority will offer to sell engines, trucks, ambulances, and/or other equipment (each "a unit") assigned to the

stations serving the withdrawing Party at full market value (i.e. the retail price the unit would cost in an arms-length transaction given its age and condition at the time of purchase by the withdrawing Party) as determined by a mutually agreed-upon third party appraisal (hereinafter “FMV”). The withdrawing Party is not obligated to make such a purchase.

1. Any units that were purchased as part of a current, outstanding loan or lease to the Authority will be retained by the Authority. A withdrawing Party may acquire such a unit if the withdrawing Party is able to assume full financial responsibility of the underlying obligation and obtain a full release of the Authority’s obligation to maintain ownership of the unit as collateral for any loan, lease, or other transaction. Such an assumption of liability and release will be subject to agreement with the Authority, including the potential payment of consideration to the Authority to account for any equitable value of the asset (i.e. payment of FMV less the assumed obligation) or the obligation being paid and released through the Authority (i.e. payment of FMV and receipt of the unit without any attached debt obligation), and will only be considered if such a transaction does not adversely affect the Authority’s operations or the financing of the Authority’s other assets. The Authority may also substitute another unit as appropriate.

2. If the withdrawing Party wishes to acquire additional apparatus and equipment units beyond that serving the withdrawing Party, the Authority, at its option, may offer additional apparatus or equipment at FMV.
- d. Personnel. If the withdrawing Party plans upon withdrawal to start its own department or expand a previously existing department with others, the withdrawing Party agrees to provide (or to encourage, in good faith, the existing department it is joining to provide) an employee selection process exclusively for interested, existing staff of the Authority prior to engaging in an open and public recruitment for staffing.
- i. This process does not include recruitment for Fire Chief or other and executive level positions.
 - ii. The withdrawing Party is not obligated to hire those who apply during this process, merely to give existing staff of the Authority the first opportunity to potentially fill the prospective new positions.
 - iii. The withdrawing Party agrees that employees of the Authority that are hired by the withdrawing Party will have the option to either: 1) receive a payout of their Authority vacation balance directly from the Authority on the employee's date of separation pursuant to the Authority's then existing policy; or 2) transfer of their vacation hours to their new position with the withdrawing Party. In the event of a transfer and acceptance of vacation hours, the Authority will pay to the withdrawing Party the value of the

vacation hours at the employee's wage rate as of the employee's last day with the Authority.

- iv. Sick leave balances of employees hired by the withdrawing Party will not be transferred and will be handled pursuant to internal policy and procedure of the Authority.
- v. Retirements contributions by the Authority for the any employee leaving the Authority and starting work with a withdrawing Party will cease upon the employee's last day with the Authority.
- vi. The Authority will allow any fire fighter leaving the Authority and moving to the withdrawing Party to take their existing, issued personal protective equipment ("PPE") with them to their new employment with the withdrawing Party. The ownership of the PPE will be transferred to the withdrawing Party at no cost.

- e. Licenses. The Authority will work in good faith with the withdrawing Party to secure or transfer the necessary licenses or contractual arrangements for the provision of emergency ground transportation.

19. **Admission of New Parties**. The Parties anticipate that during the term of this 2019 Agreement additional governmental entities may wish to join the Authority and be bound to the terms and conditions of this 2019 Agreement. The process and requirements for becoming an additional Party to this Agreement and member of the Authority will apply equally to the addition of a new Contracting Entity to the Authority and to the addition of a municipality to the Service Area. The process and requirements should occur prior to the statutory process required for such admission of a municipality to the Service Area, and any entity that approaches the

UFSA Board or a UFSA Board Member about joining the UFSA will be directed to speak first to the UFA Chair and/or the Fire Chief. Admission of an additional Party will be pursuant to the following process and conditions:

- a. The Fire Chief will advise the Board Chair of any expressed interest in joining the Authority of which the Fire Chief becomes aware, and the Board Chair will advise the Fire Chief of any expressed interest in joining the Authority of which the Board Chair becomes aware. The Fire Chief and Board Chair will then have the authority to hold initial, non-public discussions with any municipality or other entity expressing interest in joining the Authority to gauge feasibility or level of interest in joining. However, neither the Fire Chief nor the Board Chair is authorized to discuss the potential of an entity joining the Authority in a public setting without prior notice to and permission from the Board. Further, neither the Fire Chief nor the Board Chair may make any agreements with the potential new member concerning joining the Authority without complying with the requirements of this Paragraph 18.
- b. Under the direction of the Board, the Authority's staff will conduct a feasibility study to evaluate the potential addition of the new member. In conducting the feasibility study under this section, the study should include the following (provided that these guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this 2019 Agreement):
 - i. Population and population density within the proposed municipality;

- ii. Current and five-year projections of demographics and economic base in the proposed municipality, including household size and income, commercial and industrial development, and public facilities;
- iii. Projected growth in the proposed municipality during the next five years;
- iv. The present and five-year projections of the cost, including overhead, of providing the Baseline Services in the proposed municipality as is provided by the Authority in similar municipalities;
- v. The number, classification, and cost of wages, salaries, and benefits of any line and staff employees that the proposed municipality desires the Authority to absorb as part of joining the Authority assuming that:
 - 1. The Authority will agree to accept all fire personnel assigned to engines, trucks, and ambulances;
 - 2. The Authority will have the option to consider employment of Chief Officers or other staff;
 - 3. Employees transferred to the Authority will transfer with:
 - a. Wages normalized to the Authority pay structure except that if an employee's existing wage is higher, the employee wage will be frozen until the wage is normalized with the Authority wage schedule;
 - b. Seniority equal to years of full time career experience with the joining municipality on last day of employment with the joining municipality;

- c. Vacation leave balance on last day of employment with a calculation of the total liability for vacation accrual that will be paid for by the joining municipality;
 - d. Sick leave balance on last day of employment (if hours exceed existing Authority cap, cost for municipality to buy down the employee's sick leave prior to transferring to the Authority).
- vi. The location, condition, and value of the physical assets necessary to provide services in the joining municipality that would be transferred to the Authority by the municipality including in the study the feasibility of:
 - 1. A Contracting Entity retaining ownership of the fire stations and being responsible for capital maintenance, or a Service Area Member transferring station ownership and responsibility for capital maintenance to the Service Area.
 - 2. Transferring necessary assets, such as apparatus, equipment, PPE, station supplies, etc. to the Authority to provide the services to the joining municipality.
- vii. An assessment of the debts, liabilities, and obligations of the joining municipality that may be necessary for the Authority to acquire in order to provide the services to the joining municipality.
- viii. The fiscal impact that the joining municipality's addition has on other Parties by the Authority, including any Member Fee changes that may become necessary to maintain existing levels of service for current Parties.

- ix. The impact of adding the municipality to the Authority service area on the Insurance Service Office (ISO) Fire Insurance Community Grading currently held by the Authority.
 - x. Any other factor that staff considers relevant to the question of admitting a new municipality to the Authority.
- c. A joining municipality, depending upon the circumstances and the equities involved in its joining the Authority, may be subject to a separate agreement that may contain a minimum period of membership that will be negotiated based on the review of the circumstances, including the assets and liabilities the municipality will be transferring to the Authority
- d. Approval of a new municipality as either a Contracting Entity or as a new member of the Service Area would require a two-thirds affirmative vote of the Authority's Board at a duly noticed meeting (i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting) and the new member agreeing to sign as a Party to this 2019 Agreement.
- e. After approval by the Board just described, an entity desiring to join the Authority by joining the Service Area (as opposed to becoming a Contracting Entity), must file a resolution to initiate the Annexation procedures set forth in Title 17B, Chapter 1, Part 4 of the Utah Code. As this process is statutory in nature, a successful annexation cannot be guaranteed. For instance, the annexation statute allows for a certain number of citizen protests to halt an annexation, or to force an election on the matter.

- f. The incorporation of a previously unincorporated area, served by the Authority and located within the Service Area, as a new municipality that remains in the Service Area will not be considered an admission of a “new” Party under this Paragraph. Such municipality will receive a position on the Board as described in Paragraph 9.
- g. A municipality leaving the Service Area to become a Contracting Entity will not be considered a “new” Party, but will be subject to the Member Fee system and calculation for contracting parties as adopted in the current budget.

20. **Coverage Area.** The coverage area of the Authority may increase or otherwise be affected by annexations, disconnections, consolidations, boundary adjustments and/or dissolutions related to the individual Parties. The Parties agree to notify the Authority, in advance, of any such changes to the coverage area. If such a change is significant enough to materially affect the response time or other operational issues, the Parties agree that a change to the Member Fee may be warranted and that such change may be brought to the Board for approval outside of the annual budgetary process.

21. **Service Area.** The Service Area Members are each individual municipalities and are served by the Authority. Each Service Area Member is therefore a separate and independent Party under the terms of this 2019 Agreement and enjoys the rights and remedies provided for herein. In the event of a split in position or controversy between or among the Service Area Members, those Parties agree that such will be resolved within the context of the membership and governance of the Service Area and the provisions of this 2019 Agreement will not be used to frustrate the Service Area’s purposes or otherwise harm the operations of the Authority in providing services to the citizens of the Parties. Similarly, the Authority will assist to the degree

reasonably possible any Party wishing to switch from a Contracting Entity to a Service Area Member, or vice versa, to accomplish that Party's goal without discrimination or harm to any other Party. An alteration in the composition of the Service Area that does not increase the extent of the Authority's services to another geographic area needs only to be accompanied by a written acknowledgement reflecting such composition without any need to undergo the amendment process provided for in Paragraph 25. For example, if an unincorporated area that is part of the Service Area incorporates into a municipality or a metro township incorporates into a city, and such new entity remains in the Service Area such that Authority services will continue, no amendment is necessary and the new entity may simply sign an acknowledgement to be bound by the terms of this 2019 Agreement as a Party in its newly established form. It will then be considered, in its new form, as a Party to this 2019 Agreement without the need for further action by the other Parties

22. **Remittance.** Each Party will prospectively remit the payments required to the Authority by this 2019 Agreement, such as the Member Fee established each annual budget year or any other required payments, on a quarterly basis and on the first day of each calendar quarter. Upon agreement between the Authority and a Party, a Party may also pay prospectively amounts due at shorter intervals, such as monthly, so long as the arrangement is agreed upon in advance and in writing.

23. **Breach or Failure to Pay.**

- a. A failure to timely pay the Member Fee or other payment due to the Authority will be considered an immediate and material breach of this 2019 Agreement. Upon such failure to pay, the Authority will notify the breaching Party of the alleged breach and provide thirty days for the breaching Party to remedy the

alleged breach. Authority will continue to provide the services provided for in this 2019 Agreement in light of the public safety impacts a cessation of services would cause, however, failure to remedy the alleged breach after thirty days will result in the Authority being allowed to declare a default of this 2019 Agreement. Upon declaration of default, the Authority may seek all remedies available at law or equity (including the judicial remedy of injunctive relief to require the continued payment for services being provided), and the declaration of default will be deemed to constitute an involuntary Notice of Withdrawal to begin the process provided for in Paragraph 17 for the breaching Party.

- b. Upon a material breach of this 2019 Agreement by a Party not involving a failure to pay an amount due, the non-breaching Party or Parties will notify the breaching Party of the alleged breach and provide 30 days to remedy the alleged breach. If the breaching Party fails to remedy the alleged breach, the non-breaching Party or Parties may declare a Default of this 2019 Agreement and seek appropriate remedies in law or equity.

24. **Termination.** Due to the nature of the services being provided and the structure of the Authority, this 2019 Agreement cannot be terminated in its entirety except by the expiration of its term, by the mutual agreement of all Parties that the Authority should be dissolved as an interlocal entity, or by any other method now or hereafter provided in the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et.seq. The Agreement may be terminated as to an individual Party pursuant to the withdrawal process provided for Paragraph 17. Upon withdrawal this 2019 Agreement will be terminated with respect to the withdrawing

Party, but any remaining payment obligations remaining after withdrawal and all the provision of Paragraph 15 (Indemnification) will survive the termination with respect to said Party.

25. **Dissolution.** The Authority may be dissolved and operations terminated upon the unanimous written consent of all Parties to this 2019 Agreement at the time of dissolution. Upon dissolution, all leases will terminate, all assets actually contributed by a Party still identifiable as separate property with a right of return will be returned to such Party and any remaining assets (whether real property or personal property) of the Authority will be distributed based on a fraction, the numerator of which is the aggregate amount of Member Fees paid by a Party and the denominator of which is the aggregate amount of Member Fees paid by all of the Parties to the Authority for services. Any unpaid liabilities of the Authority will be paid by the Parties based on the same fraction. Such liability will be a joint liability.

26. **Amendment.** This 2019 Agreement may not be amended except by written instrument signed by all Parties. Amendments will be approved as follows:

- a. Amendments may be proposed to the Board by any Party or staff of the Authority.
- b. The Board shall consider the proposed amendment and may only approve the advancement of the proposed amendment for review by the Parties by a vote of at least two-thirds of the Board present at a duly noticed meeting; i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.
- c. Upon advancement, each Party (not including the Authority or the Service Area) must present the proposed amendment to their appropriate legislative bodies for review and consideration.

- d. Each Party (not including the Authority or the Service Area) will have sixty days to review the proposed amendment with its executive officers and legislative body and either provide notice of acceptance of the proposed amendment or suggest alternatives to be considered by the Board.
- e. Subsequent to this legislative review, the Board may approve a final amendment only by a vote of at least two-thirds of the Board at a duly noticed meeting; i.e. the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.
- f. Upon approval by the Board pursuant to this Paragraph, all Parties must agree to the final Amendment via a written document amending this 2019 Agreement within sixty days. Failure to agree to the approved Amendment will constitute an involuntary Notice to Withdraw pursuant to Paragraph 17.

27. **Notices.** All notices, requests, demands, and other communications hereunder will be in writing and given to any Party by delivering a copy, via U.S. Mail, to the Mayor (or if applicable to the form of government, the Council Chair or City Manager) of any municipal or County Party, sent to that Party's official governmental office address, with a copy also sent to the same official office and addressed to "City/County Attorney or Chief Counsel." For the Authority or Service Area, notices should be sent to the following:

If to Authority:
Unified Fire Authority
Office of the Fire Chief
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West

Salt Lake City, UT 84119

If to Service Area:
Unified Fire Service Area
Office of the Administrator
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Fabian VanCott
Attn: Rachel Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
randerson@fabianvancott.com

28. **Interlocal Cooperation Act.** The Parties enter into this 2019 Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

- a. This 2019 Agreement maintains and affirms the creation of the separate interlocal entity known as the “Unified Fire Authority” that will operate using its own budget, may acquire real or personal property and may take any other act authorized by Utah law.
- b. The Authority will be governed by its Board and according to the provisions of this 2019 Agreement.
- c. Because this 2019 Agreement cannot take effect until it has met the requirements of the Interlocal Cooperation Act, each Party agrees by its signature that this 2019 Agreement has been presented and approved by that Party’s legislative body by a resolution or ordinance that is in compliance with Utah Code Ann. § 11-13-202.5(2) and been submitted and approved by the attorney authorized to represent the Party in compliance with Utah Code Ann. § 11-13-202.5(3). Furthermore,

upon approval and execution by the Parties, each Party agrees to keep a copy of this 2019 Agreement on file with the Party's keeper of records.

29. **Entire Agreement.** This 2019 Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this 2019 Agreement, and this 2019 Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto, except where otherwise specifically stated herein. Notwithstanding the foregoing, any prior agreements between any Parties, such as leases, land-use agreements, easements, deeds, or other matters separate and distinct from the creation and operation of the Authority as an interlocal entity as provided for in this 2019 Agreement remain in full force and effect and subject to their own respective terms and conditions.

30. **Governing Law & Venue.** The provisions of this 2019 Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Parties arising out of or related to this 2019 Agreement will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

31. **Disputes.** In the event of disputes and in the absence of any agreement to the contrary, the Authority will continue to provide services during any litigation and the adverse Party will continue to make payments to the Authority in accordance with the terms of this 2019 Agreement to ensure the continued protection of public safety within the Party's communities. This provision may be enforced by injunctive relieve by the courts if necessary.

32. **Waiver.** No failure by either Party to insist upon strict performance of any covenant, duty, agreement, or condition of this 2019 Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this 2019 Agreement. Either Party may, by

notice delivered in the manner provided in this 2019 Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Party. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

33. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this 2019 Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

34. **Counterparts.** This 2019 Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this 2019 Agreement.

IN WITNESS WHEREOF, the Parties have executed and caused this 2019 Agreement to be duly executed effective as provided in Paragraph 27.

[signatures begin next page]

UNIFIED FIRE AUTHORITY

UNIFIED FIRE AUTHORITY

By _____
Dan Petersen
Fire Chief

Approved as to legal form:

Brian F. Roberts
Chief Legal Officer

Dated: _____

UNIFIED FIRE SERVICE AREA

UNIFIED FIRE SERVICE AREA

By _____
Print: _____
Its: _____

Approved as to legal form:

Dated: _____

SALT LAKE COUNTY

SALT LAKE COUNTY

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

Dated: _____

TOWN OF ALTA

TOWN OF ALTA

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

COPPERTON METRO TOWNSHIP

COPPERTON METRO TOWNSHIP

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

COTTONWOOD HEIGHTS

COTTONWOOD HEIGHTS

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN CITY

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

EMIGRATION METRO TOWNSHIP

EMIGRATION METRO TOWNSHIP

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

HERRIMAN CITY

HERRIMAN CITY

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

CITY OF HOLLADAY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

KEARNS METRO TOWNSHIP

KEARNS METRO TOWNSHIP

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

MAGNA METRO TOWNSHIP

MAGNA METRO TOWNSHIP

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

MIDVALE CITY

MIDVALE CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

MILLCREEK

MILLCREEK

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

RIVERTON CITY

RIVERTON CITY

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

TAYLORSVILLE CITY

TAYLORSVILLE CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

WHITE CITY METRO TOWNSHIP

WHITE CITY METRO TOWNSHIP

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

EXHIBIT A

DEFINITIONS

The terms used in this Fire Merit System plan shall be defined as follows:

- a. “Agreement” shall mean that contract, adopted under the Interlocal Agreement Act, which creates or ratifies the creation of the Unified Fire Authority.
- b. “Board” shall mean the Board of Directors of the Unified Fire Authority.
- c. “Chief” shall be the Fire Chief of the Unified Fire Authority fire department.
- d. “Commission” shall mean the Merit Commission of the Fire Merit System.
- e. “Coordinator” shall be the Coordinator for the Fire Merit System.
- f. “Fire Department” shall mean that part of the Unified Fire Authority which provides fire operational and support services, under the direction of the Chief.
- g. “Members” shall mean the municipalities and county which are signatories of the Agreement.
- h. “Merit System” shall mean the Fire Merit System created to govern personnel matters in UFA, as established by this Exhibit.
- i. “Plan” refers to the Fire Merit System Plan, which creates the Merit System and governs personnel matters therein.
- j. “UFA” shall mean the Unified Fire Authority.

FIRE MERIT SYSTEM

1. Employment in the United Fire Authority (“UFA”) will be governed by the Fire Merit System as set out in the Agreement, this Fire Merit System Plan (“Plan”), and policies and procedures adopted under paragraph three below.

- a. All employees of the UFA, with the exception of merit-exempt administrative staff and temporaries, will be covered by a Fire Merit System and their employment status will be governed by policies and rules adopted in accordance with this Plan.
- b. Merit-exempt administrative employees may be appointed by the Board and shall include a fire chief and such other administrative positions which by their nature are confidential or key policy-making or both, and which cannot or should not be included in the merit system. Merit-exempt administrative employees are at will. Merit-exempt

employees, who appointment expires or is terminated except for cause, shall be returned to the previous merit position held.

c. Temporary employees, which includes administrative or support staff employees who work less than 1040 hours per year, paid-call firefighters, or wild-land firefighters are merit-exempt and are at will.

2. The Merit System, and the policies adopted under this Plan, shall provide for the effective implementation of basic merit principles, including the following:

- a. Hiring, selecting, advancing and disciplining employees based on ability, knowledge and skill;
- b. providing fair and adequate compensation;
- c. training employees to assure high quality performance;
- d. retaining employees on the basis of adequate performance and separating employees whose inadequate performance cannot be corrected;
- e. fairly treating all applicants and employees without regard to race, color, religion, gender, national origin, political affiliation, age, or disability or any other characteristic protected by federal or state law from discrimination;
- f. providing information regarding political rights and prohibited practices; and
- g. providing a procedure for informal employee grievances and formal appeals.

3. The adoption of personnel policies and the establishment of a pay plan are legislative activities which are the responsibility of the Board.

a. Board shall adopt a comprehensive code of personnel policies and procedures regarding the employment status, procedures and benefits for all employees covered by the merit system, including fire fighters and non-fire fighters. Those personnel policies and procedures must be consistent with merit principles and with the provisions of this exhibit.

b. The Board shall adopt a comprehensive fire merit system classification plan and grade allocation system applicable to all merit- covered employees and shall prepare and establish a pay plan that includes salaries, incentives, leave, insurance, retirement, and other benefits.

4. The administration of the Merit System and classification plan is the responsibility of a Merit System Coordinator ("Coordinator").

- a. The Coordinator is a merit-exempt employee or a contractor who works immediately under the direction, and at the pleasure of, the Board.
 - b. The Coordinator maintains and manages the Merit System classification plan, as directed by the Board, makes recommendations regarding Merit System and personnel matters to the Board and to the Fire Chief.
 - c. The Coordinator shall prepare and conduct competitive examinations for both hiring and promotion and shall prepare registers based on the results of those examinations. All positions covered by the Merit System shall be filled by competitive process. The final hiring authority is vested in the Fire Chief, in accordance with policies and procedures adopted by the Board.
5. The resolution of formal personnel grievances and appeals brought by Merit System employees is a judicial activity within the responsibility of a Merit Commission (“Commission”).
- a. The Commission shall consist of three persons (“Commissioners”) appointed by the UFA Board.
 - b. Commissioners shall be persons who are experienced in personnel, civil service or related matters and who support basic merit principles. Commissioners may not hold elected office nor be employees of the UFA or of Salt Lake County or any municipality contracting with the UFA. Commissioners shall be appointed for three year terms, but the initial terms of commissioners shall be adjusted in order to stagger terms and one commissioner, chosen by lot, shall serve a two-year term, the second a three-year term, and the third a four-year term.
Compensation of Commissioners shall be set by Board policies and procedures. Commissioners may be removed, by the Board, for cause, including failure to perform Commission activities. The internal organization of the Commission, including the appointment of a chair and the establishment of hearing procedures, shall be at the discretion of the Commissioners. Staff assistants and accommodations shall be provided by the Board.
 - c. Commissioners shall have the authority to hear and resolve appeals and disciplinary action which are brought by merit employees. In so doing, the Commission may affirm, modify, or vacate disciplinary action. The subject matter jurisdiction regarding appeals which may be heard by the Commission shall be established and defined by policies and procedures adopted by the Board; provided, however, that the Commission shall always have the authority to hear grievances regarding demotion, suspension without pay and termination. The Board, by policy and procedure, shall define employee grievances that are and are not appealed to the Commission, and those that are resolved by internal grievance within the fire, emergency, and support command structure.

d. Any appeals by employees regarding general pay inequities which significantly affect the cost of Baseline Services (Agreement paragraph 3), are not heard by the Commission, but are appealed to and resolved by the UFA Board. Appeals regarding pay inequities shall be resolved in accordance with policies adopted by Board.

6. The UFA's operational services, including fire, paramedic, emergency and support staff services, are provided by the UFA Fire Department ("Department"). Personnel administration as set out below in the Department is the responsibility of the Fire Chief.

a. The Fire Chief is responsible for management of the Fire Department, including those operational personnel matters which are not specifically vested in the Coordinator under the provisions of this plan. The Fire Chief shall adopt and promulgate an operational procedures manual regarding standard operating procedures in the Department, including but not limited to personnel matters such as work schedules and assignments, payroll procedures, staffing, travel and training.

b. All employees are subject to disciplinary action based on misconduct or failure to perform, under the responsibility of the Fire Chief and as defined in policies and procedures adopted by the Board. Such policies and procedures shall comply with merit principles as established in this Plan. The right to review disciplinary action shall be established by policies and procedures, which shall distinguish between disciplinary action which is subject to formal appeal to the Commission and that which is subject to informal grievance internal to the Department.

c. The Fire Chief shall administer and support an internal grievance review system which may include mediation or a peer review board, as provided in Policies and Procedures adopted by the Board.

d. The Fire Chief shall be responsible to develop job descriptions, make final selections for appointments and promotions from registers as established herein, conduct performance evaluations and to carry out the responsibilities vested in the Fire Chief by Policies and Procedures and may make recommendations to the Board and the Director regarding merit system issues.

7. Amendments to this Plan may be proposed by the Fire Chief, the Coordinator, a member of the Board, or other interested parties. A proposed amendment shall be submitted to the Board for consideration and review. The Board shall make a recommendation regarding the proposal and forward it to the legislative bodies of the County and of each city contracting with the UFA for consideration and approval. If at least two-thirds of the legislative bodies of the County and cities concur in the proposed amendment, it shall be adopted and become part of this plan.

EXHIBIT “B”

Table 1. MEMBER FEE PERCENTAGE			
Member	FUNDING TO UFA	% of UFSA	% OF FUNDING
UFSA*	\$48,890,839		88.17%
Millcreek City		20.38%	17.97%
Salt Lake County Unincorporated		18.18%	16.03%
Taylorsville City		13.06%	11.52%
Riverton City		12.21%	10.77%
Herriman City		9.61%	8.47%
Midvale City		8.49%	7.48%
Cottonwood Heights City	\$3,818,822	n/a	6.89%
Eagle Mountain City		6.98%	6.15%
Holladay City	\$2,586,904	n/a	4.67%
Kearns Metro Township		4.89%	4.31%
Magna Metro Township		4.21%	3.71%
Emigration Metro Township		0.96%	0.84%
White City Metro Township		0.93%	0.82%
Alta Town	\$152,665	n/a	0.28%
Copperton Metro Township		0.12%	0.11%
TOTAL	55,449,230	100.00%	100.00%

*UFSA’s percentage of UFA Member Fees is divided between UFSA members based on taxable value:

UFSA BREAKDOWN BY 2019 TAXABLE VALUE

UFSA Members	Taxable Value	% of total
Copperton Metro Township	33,690,335	0.12%
Eagle Mountain City	1,943,067,756	6.98%
Emigration Metro Township	266,505,821	0.96%
Herriman City	2,675,129,875	9.61%
Kearns Metro Township	1,362,438,642	4.89%
Magna Metro Township	1,171,724,025	4.21%
Midvale City	2,363,336,028	8.49%
Millcreek City	5,675,214,848	20.38%
Riverton City	3,401,242,120	12.21%
Salt Lake County Unincorporated	5,063,126,841	18.18%
Taylorsville City	3,637,908,383	13.06%
White City Metro Township	257,643,776	0.93%
TOTAL	27,851,028,450	100%

Table 2. POPULATION PERCENTAGE

<u>Municipality</u>	<u>Population</u>	<u>% of Total</u>
Millcreek City	60,308	14.29%
Taylorsville City	59,601	14.12%
Riverton City	44,231	10.48%
Herriman City	42,981	10.18%
Kearns Metro Township	35,242	8.35%
Eagle Mountain City	34,632	8.21%
Midvale City	34,263	8.12%
Cottonwood Heights City	33,626	7.97%
Holladay City	31,110	7.37%
Magna Metro Township	27,450	6.50%
Salt Lake County Unincorporated	10,193	2.42%
White City Metro Township	5,599	1.33%
Emigration Metro Township	1,623	0.38%
Copperton Metro Township	812	0.19%
Alta Town	378	0.09%
TOTAL	422,049	100.00%

Source: Kem Gardner Policy Institute, University of Utah

Salt Lake and Utah County Subcounty Estimates

Subcounty Estimates Data (Excel Format) / City-Population tab / Total Population column

Table 3. WEIGHTED VOTING PERCENTAGES

Member	POPULATION	MEMBER FEE	WEIGHTED VOTE
Millcreek City	14.29%	17.97%	16.13%
Taylorsville City	14.12%	11.52%	12.82%
Riverton City	10.48%	10.77%	10.62%
Herriman City	10.18%	8.47%	9.33%
Salt Lake County Unincorporated	2.42%	16.03%	9.22%
Midvale City	8.12%	7.48%	7.80%
Cottonwood Heights City	7.97%	6.89%	7.43%
Eagle Mountain City	8.21%	6.15%	7.18%
Kearns Metro Township	8.35%	4.31%	6.33%
Holladay City	7.37%	4.67%	6.02%
Magna Metro Township	6.50%	3.71%	5.11%
White City Metro Township	1.33%	0.82%	1.07%
Emigration Metro Township	0.38%	0.84%	0.61%
Alta Town	0.09%	0.28%	0.18%
Copperton Metro Township	0.19%	0.11%	0.15%
TOTAL	100.00%	100.00%	100.00%

MILLCREEK, UTAH
ORDINANCE NO. 19-58

**AN ORDINANCE AMENDING CHAPTER 2.22 OF THE MILLCREEK CODE OF
ORDINANCES TO ADOPT A PORTION OF THE UTAH PROCUREMENT CODE
WITH RESPECT TO CONSTRUCTION MANAGERS/GENERAL CONTRACTORS
AND INCREASING THE THRESHOLD AMOUNTS FOR AN INVITATION FOR BIDS
OR A REQUEST FOR PROPOSALS PRIOR TO ACQUISITION**

WHEREAS, on December 16, 2019, the Millcreek Council (the “*Council*”) of Millcreek (the “*City*”) met in regular session to consider, among other things, amending Chapter 2.22 of the Millcreek Code of Ordinances to adopt a portion of the Utah Procurement Code with respect to construction managers/general contractors and increasing the threshold amounts for an invitation for bids or a request for proposals prior to acquisition; and

WHEREAS, Utah Code Ann. § 10-6-158 provides, among other things, that the governing body of any city may adopt a financial administration ordinance; and

WHEREAS, the Council hereby determines to amend the financial and administrative ordinance to amend Chapter 2.22 of the Millcreek Code of Ordinances to adopt a portion of the Utah Procurement Code with respect to construction managers/general contractors and increasing the threshold amounts for an invitation for bids or a request for proposals prior to acquisition; and

WHEREAS, the Council desires to maintain the most efficient process possible for procurement of services, supplies and equipment; and

WHEREAS, after careful consideration the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to amend the financial administration ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council that Chapter 2.22 of Millcreek Code be amended as follows (designated by interlineating the words to be deleted and underlining the words to be added):

2.22.040 Acquisition of services and supplies, in the amount of \$~~205,000~~ or less.

A. Except as provided herein, whenever the total price of a contract for services or supplies is estimated to be \$~~10,000~~5,000 or less, the following procedures shall apply:

1. Where the amount to be paid by the City is \$~~10,000~~2,500 or less, a purchase order, service request, check request, or check may be approved by the Mayor or his Designee.
2. Where the amount to be paid by the City is greater than \$~~10,000~~2,500, but \$~~20,000~~5,000 or less, three independent price quotes shall be obtained prior to

such acquisition and a purchase order, service request, check request, or check must be approved by the Mayor or his Designee.

3. For purposes of determining the amount to be paid for the purchase order or service request, a single purchase, or what would commonly be considered a single purchase, shall not be subdivided into component parts to avoid the authorization limits.
- B. Approval of a contract for services or supplies by the City includes authorization to make payment to the contractor or vendor in the amount of the original contract.
- C. Change orders may be approved by the person in the amounts indicated provided the total contract price, including the change order, is within the original budget amount; provided, however, the Mayor or his Designee shall provide a full and complete accounting and description to the Council for any change order or series of change orders with respect to a project that are \$~~20,000~~20,005,000 or less.

2.22.050 Acquisition, Services, And Supplies In An Amount Of Greater Than \$~~20,000~~20,005,000

Except as provided herein, whenever the total price of a contract for services or supplies is estimated to be greater than \$~~20,000~~20,005,000, an invitation for bids or a request for proposals shall be issued prior to acquisition and the following procedures shall apply:

- A. The Mayor or his Designee shall develop the appropriate plans and/or specifications for each such acquisition or project.
- B. The Mayor or his Designee shall cause notice of invitation of bids or responses to requests for proposals (including a general description of the items to be procured, the work to be done and the time and place for the opening of bids or proposals), to be published in at least one newspaper of general circulation within the City, published on the city website and, and published on the Utah Public Notice Website created by Utah Code Ann. § 63F-1-701.
- C. The Mayor or his designee may determine a non-refundable fee to be charged to each prospective bidder who desires a set of plans and/or specifications.
- D. Bids or proposals shall be invited from vendors deemed to be appropriate and responsible.
- E. Bids shall be sealed and delivered to the location or person designated by the bid notice before the time and date specified. At the appointed time, the Mayor or his Designee appointee will open and read aloud all the bids.
- F. If the estimated cost of a building improvement or public works project exceeds the bid limit (all as defined in UTAH CODE ANN. § 11-39-101, et seq.), the City shall request bids as required in UTAH CODE ANN. § 11-39-101, et seq. or its successor.
- G. For purposes of determining the estimated total price of a contract for services or supplies, what would commonly be considered a single purchase shall not be subdivided into component parts to avoid authorization limits.
- H. Approval of a contract for services or supplies includes authorization to make payment to the contractor or vendor in the amount of the original contract.
- I. Change orders may be approved by the person in the amount indicated provided the total contract price, including change orders, is within the original budget amount provided, however, the Mayor or his Designee shall provide a full and complete accounting and description to the Council of any change orders that exceed \$ ~~20,000~~20,005,000.

- J. Notwithstanding the above, if the Mayor or his Designee determines in writing, a copy of which shall be given to the Council at the next regular Council meeting, that the method described above is either not practical or not advantageous to the City, a contract may be entered into as provided in Utah Code Ann. § 63G-6a-101 et seq.
- K. Notwithstanding the above, the Mayor or his Designee may (i) purchase services or supplies from the vendor who has submitted the lowest bid price for such items to the State of Utah Purchasing Office at the quoted price, without any solicitation, price quotation, request for proposals, or invitation to bid, or (ii) purchase nonprofessional services, equipment, or supplies from the vendor who has submitted the lowest bid price for such items to a government entity at the quoted price, provided that the government entity used a solicitation process that is the same or similar to the solicitation process described herein, without any solicitation, price quotation, request for proposals, or invitation to bid. For such purposes, the quoted price shall be deemed to be the lowest price available for such items and need not follow the solicitation procedures otherwise required by these rules.
- L. Notwithstanding the above, the Mayor or his Designee may (i) purchase services or supplies from vendors to assure standardization of supplies or services, provided that such standardization is in the public interest, (ii) purchase services or supplies which can be procured from only one source, manufacturer, or distributor, (iii) purchase services or supplies from vendors based on a continuation of services or supplies, provided that such combination is in the public interest; or (iv) purchase services or supplies from other government entities pursuant to UTAH CODE ANN. § 11-13-101, et seq., (Interlocal Cooperative Act).
- M. Notwithstanding the above, the City hereby adopts by this reference Utah Code Ann. § 63G-6a-1205(4)(i) and authorizes the Mayor or his Designee to utilize the construction delivery methods known as construction manager/general contractor.

PASSED AND APPROVED this 16th day of December 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



**Minutes of the
Millcreek Board of Canvassers
November 21, 2017
4:00 p.m.
General Election Returns**

The Board of Canvassers of Millcreek, Utah, met in a public meeting on November 21, 2017 at City Hall Annex, located at 3330 S. 1300 E., Millcreek, UT 84106.

PRESENT:

Board/Council Members

Jeff Silvestrini, Chair/Mayor (electronic participation)
Silvia Catten, District 1
Dwight Marchant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4

City Staff

John Geilmann, City Manager
Elyse Greiner, City Recorder
Alexandra Muller, Deputy Recorder

MEETING – 4:00 p.m.

TIME COMMENCED: 4:06 p.m.

Chair Pro Tempore Uipi called the meeting to order. The General Election Returns were reviewed by the Board.

Board Member Jackson moved to accept the General Election Returns as provided by the Salt Lake County Clerk's Office and to elect Dwight Marchant with 1,734 votes to the office of Council Member for District 2 and Bev Uipi with 3,930 votes to the Office of Council Member for District 4 in Millcreek. Chair Silvestrini seconded the motion. Chair Pro Tempore Uipi called for the vote. All Council Members voted yes. The motion passed unanimously.

ADJOURNED: Chair Pro Tempore Uipi moved to adjourn at 4:10 p.m. Board Member Catten seconded the motion. All Council Members voted yes. The motion passed unanimously.

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

Attest: _____
Elyse Greiner, City Recorder



**Minutes of the
Millcreek Board of Canvassers
November 19, 2019
5:30 p.m.
General Election Returns**

The Board of Canvassers of Millcreek, Utah, met in a public meeting on November 19, 2019 at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106.

PRESENT:

Board/Council Members

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

City Staff

John Geilmann, City Manager
Elyse Greiner, City Recorder
Alexander Wendt, Deputy Recorder
Francis Lilly, Planning & Zoning Director

MEETING – 5:30 p.m.

TIME COMMENCED: 5:32 p.m.

Chair Silvestrini called the meeting to order. The General Election Returns were opened and reviewed by the Board. Elyse Greiner explained that the election results were received that day at 2:30 p.m. from the Salt Lake County Clerks Office. She explained the summary sheets and statistics provided by the County. Chair Silvestrini said of 33,636 eligible voters in Millcreek, 14,529 ballots were counted, which was a 43.19% turn out. He said that percentage was higher than the County average though he would like to see more people participate. He said the Board had determined the votes of each voting precinct for each person voted for according to the election results.

Board Member Uipi moved to accept and approve the General Election Returns as provided by the Salt Lake County Clerk's Office and to elect Jeff Silvestrini with 10,855 votes to the office of Mayor, Cheri Jackson with 3,567 votes to the office of Council Member for District 3, and Silvia Catten with 1,564 votes to the Office of Council Member for District 1 in Millcreek. Board Member Marchant seconded the motion. The City Recorder called for the vote. All Board Members voted yes. The motion passed unanimously.

ADJOURNED: Board Member Jackson moved to adjourn the meeting at 5:40 p.m. Board Member Catten seconded. Chair Silvestrini called for the vote. All Board Members voted yes. The motion passed unanimously.

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

Attest: _____
Elyse Greiner, City Recorder



**Minutes of the
Millcreek City Council
November 25, 2019
6:30 p.m.
Work Meeting
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a public work and regular meeting on November 25, 2019 at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106.

PRESENT:

Council Members

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

City Staff

John Geilmann, City Manager
John Brems, City Attorney
Elyse Greiner, City Recorder
Mike Winder, Economic Development Director
Francis Lilly, Planning & Zoning Director
Kurt Hansen, Legislative Policy Director
Jim Hardy, Building Department Director
Rita Lund, Communications Director
John Miller, Public Works Director
Jared Bowling, Information Center Manager

Attendees: Nancy Carlson-Gotts, Rick Hansen, Marv Poulson, Samantha DeSeelhorst, Brandy Farmer, Julian Hodland, Officer Robert Walser, and Chief Steve DeBry.

WORK MEETING – 6:30 p.m.

TIME COMMENCED: 6:30 p.m.

Mayor Silvestrini called the meeting to order.

1. Council Ordinance Priorities; Kurt Hansen, Legislative Policy Director

Kurt Hansen said he had handed out a list of proposed ordinances to the Council the prior week and had asked them to prioritize the list. He then passed out to the Council a different handout that showed the Council's votes for those priorities. The list included fences, shopping carts, accessory dwelling units, lot coverage to include impervious surfaces, tree canopy preservation, multi-family emergency cache requirement, recreational vehicle parking in the front yard, public engagement on H.B. 411, private alleyways, property maintenance, green building incentives, landscaping standards, private road dedication, signs, and perpetual yard/garage sales. The top ranked ordinance priorities were on fences, shopping carts, and accessory dwelling units. Mayor Silvestrini said a number of the ordinances related to the Building Department and suggested that those items be put off until the spring when more construction would take place. Jim Hardy said the current time of year had more interior remodel construction and the Council could wait on

ordinance amendments that involved outdoor construction. Council Member Jackson said she deferred to staff's opinions on the ordinances. Hansen said he would bring draft ordinance amendments to the Council's attention in the future.

Council Member Jackson asked about the billboard ordinance. Hansen said Francis Lilly would go over that in his planning ordinance update. Council Member Marchant asked about storm water issues because that would be a high priority for him. Mayor Silvestrini said the Council would be addressing that at a later date. He said he was interested in hearing from staff on what would be a priority. He said accessory dwelling units had been advertised with the public for a while, so he wanted to get that ordinance moving along. Council Member Marchant asked if length of private driveways was part of the private driveway item. Mayor Silvestrini said it was probably a separate issue with the fire code and staff was working with residents on solving their issues instead of making the solution be a legislative matter. Mayor Silvestrini requested staff to rank the ordinances and give feedback to the Council on the priorities. Council Member Catten asked where the list came from. Hansen said the list was based on what he had heard and seen a need for. Council Member Uipi asked about only working on the top four priorities during the next calendar year so as to not consume staff time. Hansen said working on the amendments would be added in with staff's day-to-day regular duties. Mayor Silvestrini said some of the ordinances would be more important to the public, like fences and accessory dwelling units.

Council Member Jackson said she added "H.B. 411" Community Renewable Energy Act to the list as an ordinance to discuss since there would be a lot of public engagement on it. Mayor Silvestrini said the cities who opted into the renewable energy program could meet to discuss H.B. 411 before an ordinance was proposed. Council Member Uipi suggested keeping to a consistent process for ordinances so the public does not feel that some ordinances are perceived as less important than others. Hansen said there should be a set process for all proposed ordinances. John Brems said he drafted an ordinance amendment for dedication of private roads to make them public. Mayor Silvestrini asked what "private alleyways" on the list meant. Hansen said Council Member Uipi added it to the list. Council Member Uipi could not recall why she added it. Mayor Silvestrini said some of the listed ordinances could be a higher priority because of the relevance with respect to the City Center open space.

2. Planning Ordinance Updates; Francis Lilly, Planning and Zoning Director

Francis Lilly provided the Council a handout with his list of planning ordinance priorities, which were: fences and retaining walls, sign ordinance, billboards, flag lots, accessory dwelling units, Medical Facility Overlay Zone, fixes to the commercial and RM codes to incorporate mixed use standards, variances and permits of the Land Use Hearing Officer, slope standard for development, and technical corrections. Lilly said there would be a community open house on accessory dwelling units on December 2nd from 6-8 p.m. and another one in January. He said there would be a presentation on the public survey and an overview of the proposed ordinance at the open house. He said St. Mark's Hospital was currently conforming to uses but not height and wanted to construct an 84-foot patient tower abutting the existing building. A Medical Facility Overlay Zone would enable the hospital to grow and expand their campus. Mayor Silvestrini said that item should be a higher priority on the list because of the importance of the hospital to the community as the largest employer. Lilly said the community councils would discuss the issue in December. He said the fixes to the commercial and RM codes came about from discussions with the public. The variances and permits of the Land Use Hearing Officer came about because the process for building onto a nonconforming house was belabored and Lilly wanted to streamline

the process. Lilly said he also wanted to consider slope standards for the whole city. Mayor Silvestrini said there were significant slopes in Millcreek other than just on the east side.

Lilly reported that the Planning Commission made a favorable recommendation on the proposed City Center Overlay Zone (CCOZ) and he would present that to the Council at the next Council meeting. Council Member Catten asked about staff time in relation to the ordinance list. Lilly said accessory dwelling units and fences and retaining walls would take a lot of staff time. Mayor Silvestrini asked if the Planning Commission considered the spacing between buildings in the CCOZ proposal. Lilly said they liked the concept. Mayor Silvestrini asked for Lilly's ordinance priorities. Lilly said the Medical Facility Overlay Zone, fixes to the commercial and RM codes, and fences and retaining walls were his top three. Mayor Silvestrini invited the Council to give their priority list to Lilly. Council Member Uipi asked about collaboration with other organizations on the ordinance amendments. Lilly said the housing community should be involved in the slope discussion. Mayor Silvestrini said the slope issue was a safety issue.

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 7:05 p.m. Council Member Uipi seconded. Mayor Silvestrini called for the vote. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:05 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

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

1.2 Unified Police Department Officer of the Month for October 2019

Chief DeBry reported that the Unified Police Department Millcreek precinct would be delivering 20 turkeys for Thanksgiving; 5 to families in the East Millcreek area and 15 to refugee families. He said they would also be assisting families for Christmas with the "Shopping with a Shield" program. Mayor Silvestrini encouraged the public to consider contributing to that program. Council Member Marchant asked about the funding for the programs. Chief DeBry said the Lions Club and Citizens Advisory Board helped with the turkeys and the officers held fundraisers for the shopping program.

Chief DeBry announced Officer Robert Walser as Officer of the Month for October 2019. He said Officer Walser trains field officers and acclimates new officers. Chief DeBry read the citation which stated that Officer Walser was called out on an aggravated assault and attempted homicide case with a new trainee. The officers were able to effectively speak with the witnesses through an organized manner set up by Officer Walser. Officer Walser showed outstanding leadership and trained his trainee on specifics with major

incidents. The suspect was positively identified by two witnesses and safely taken into custody. The role of the field trainer officer is to teach, train, and educate trainees on how the department works and these tasks were demonstrated by Officer Walser. The Citizens Advisory Board presented Officer Walser with a certificate. The East Mill Creek's Lions Club presented Officer Walser with a gift and thanked Unified Police Department for assisting the Club with their various events.

1.3 Public Comment

Marv Poulson, 3631 Carolyn Street, said the trees in the City Center open space should be subordinate to an urban forestry plan. He said Denver and Salt Lake City had good plans that could be modeled. He expressed safety concerns for altering Highland Drive and said there were not any accident rates in the traffic study for Highland Drive. He presented graphics of Highland Drive with the alterations illustrating the potential accident locations. The lanes narrowing would increase speed when it widened again. He said the bicycle box needed to be designed by a traffic engineer and that not all of existing ones are done properly. Highland Drive has been a historic thoroughfare and people rely on it to be so.

Mayor Silvestrini said he appreciated Poulson's comments and the tree canopy and urban forestry plan were good ideas and he would consider it. The Mayor said he shared Poulson's view with concerns about the traffic study on Highland Drive. He said Millcreek had obtained a \$1 million grant with Salt Lake City and Holladay to do a joint traffic circulation program to look at Highland Drive and 1300 East. John Miller said the traffic study said that Highland Drive would have failing intersections. Failing did not mean that it would be dangerous, only that there would be a longer delay time.

2. Business Matters

2.1 Public Hearing on Boundary Adjustments with Salt Lake City for Property that is Bordered by 1300 East Street, Highland Drive, Miller Avenue and Woodland Avenue, and for the Roundabout at Approximately 2300 East Street 2700 South Street

Mayor Silvestrini said Salt Lake City held their public hearing the prior week and there was no opposition expressed.

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

There were no comments.

Council Member Jackson moved to close the public hearing. Council Member Uipi seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

Mayor Silvestrini said a comment was made at Salt Lake City's public hearing in support of the boundary adjustment and that more adjustments should take place near the City Center where the municipal boundaries bisect people's property. He said based on the fact that there was no opposition, he felt it was appropriate to act on the boundary adjustment.

2.2 Discussion and Consideration of Ordinance 19-52, Adjusting the Mutual Municipal Boundary Between Salt Lake City and Millcreek to Transfer from Salt Lake City Jurisdictional Territory to Millcreek Jurisdictional Territory Certain Parcels, Together with Adjacent Portions of the Right-of-Way, Located at 3135 South Richmond Street, 1350 East Miller Avenue, 1354 East Miller Avenue, 3142 South Highland Drive, 3144 South Highland Drive, 1345 East Woodland Avenue, 1337 East Woodland Avenue and 1311 East Woodland Avenue, as well as Utah Department of Transportation Property that Encompasses but is not Limited to a Roundabout Situated at Approximately 2300 East and 2700 South

Mayor Silvestrini said there was no objection expressed in Salt Lake City or in Millcreek on the adjustments. The adjustment would transfer property from Salt Lake City to Millcreek between Highland Drive and 1300 East and between Woodland and Miller Avenues that would make up part of the city center. Millcreek would be paying Salt Lake City the same amount of revenue that property currently generated for 10 years and any increase in tax revenue the property generates would be kept by Millcreek. The boundary adjustment also includes the roundabout on 2300 E. off of I-80 so as to be able to improve it as a gateway to the City. The plats in the ordinance exhibits were prepared by the County Surveyor and approved by the staff of both cities.

Mayor Silvestrini asked for public comment on the ordinance; there were none. Council Member Jackson asked about the amount being paid to Salt Lake City. Mayor Silvestrini said it would be \$61,000 a year for ten years.

Council Member Jackson moved to adopt Ordinance 19-52 adjusting the mutual municipal boundary between Salt Lake City and Millcreek to transfer from Salt Lake City jurisdictional territory certain parcels between Woodland and Miller Avenue and Richmond and Highland Drive and also the roundabout at 2300 E. Council Member Marchant seconded. The City Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3. Reports

3.1 Mayor's Report

Mayor Silvestrini said there would be a closed session that evening to discuss acquisition of property, potential litigation, and personnel matters. He said there was a successful open house on the City Center open space. Lilly said the Planning Commission discussed the City Center Overlay Zone in a meeting that evening and voted 6-1 to recommend the proposed zone. Mayor Silvestrini said an idea was proposed that there should be greater spacing between residential buildings in the City Center to provide for better light. He said the spacing was a good thing to have in concept but not as a hard and fast rule. Lilly said there was a discussion about trees and instead of specifying certain trees in ordinance and to leave tree approval up to staff. He thought there was wisdom in adopting a block plan for trees and implementing requirements in an overall city urban forestry plan.

Mayor Silvestrini said he attend the Unified Police Department (UPD) and Unified Fire Authority (UFA) board meetings and both entities were in the process of rewriting their interlocal agreements. He said the UFA interlocal would eliminate unnecessary provisions from the County that were no longer relevant and would make changes on

governance and termination provisions. He said every member of the board gets one vote, but two members of the organization could call for a weighted vote on budgetary items. The vote would be based on 50% by population and 50% on taxable value of a city. He said he would like the interlocal to come before the Council as a first reading. The UPD board discussed the same issues. Council Member Jackson asked how often the interlocals were reworked. Mayor Silvestrini said the board decided to review them every ten years and they last for 50 years.

3.2 City Council Member Reports

Council Member Marchant said he attended the public hearing for the Wasatch Front Waste and Recycling District. The budget for the coming year was approved and one key change in the budget was an increased fee for the containers for new builds to \$100 from \$50. He said a discussion on recycling education was held. He said Rita Lund was working with Pam Roberts, Executive Director, and the Recycling Committee of Millcreek on educating residents on recyclables. Millcreek is the largest member of the District. Lund said the collection event held two Saturdays ago at Big Cottonwood Park was amazing and over 50 pounds of pharmaceuticals were collected.

3.3 Staff Reports

John Miller said Millcreek applies for several grants under his purview of public works with matches coming from the capital improvements budget. He said there was an opportunity with the FEMA floodplain for a grant to do research on potential solutions and cost. The cost is a 25/75 split for \$200,000 with a \$50,000 match by the City. He asked the Council if they wanted to pursue it and where to get the funding for it. Mayor Silvestrini asked about the timing of the grant. Miller said applications were due mid-December. Mayor Silvestrini said Millcreek must enforce building restrictions in the floodplain and neighbors were concerned about how this affected their property values. He said he would like to ask the Mt. Olympus Community Council if they wanted the study done. Council Member Marchant asked if there would be a way to pass through the fees to new development applicants in the floodplain through building permits. John Brems said it would be tough to do but the City could do a new special service or improvement area. Council Member Uipi asked what would happen if the study proposed more problems to the neighborhood. Miller said the study would give a solution with a cost estimate. Mayor Silvestrini said he felt obligated to explore solutions. Miller said there were other grants available for the project but this one would provide a cost for a potential solution.

Mayor Silvestrini said department directors had a planning retreat on Saturday, November 23rd. John Geilmann said there was robust discussion on concepts with what is happening with Millcreek. He said cities are always getting better or worse, they are not static. Staff explored the concept called our iceberg is melting about organizational change. Geilmann gave the Council a book titled, "Our Iceberg is Melting." He said staff should consider the future of present decisions and said the question should always be posed if a decision was in the best interest of the whole city. He complimented the Department Directors. Mayor Silvestrini said the retreat was very productive and the staff respect and like each other.

3.4 Unified Police Department Report

Detective Christian Thompson presented the October crime statistics. He said the total calls for services were 2,618 and last year was 3,430 and cases from those calls were 1,108 this year and 1,227 last year. There were 387 citations this year and 498 citations last year and 49 booking arrests this year and 80 booking arrests last year. He said they hit a low in March for citations at 187 and made a push and had gotten above 300 since then. He went over the crime review which included: 30 assaults, 18 burglaries, 77 family offenses, 2 attempted homicides, 3 kidnappings, 109 larcenies, 2 robberies, 6 sexual offenses, and 41 stolen vehicles. He said the Millcreek precinct had been doing a fundraiser, the male officers could grow beards and female officers could color their hair and nails, to raise money for the "Shop with a Shield" program. Five families had been nominated for that program from Millcreek. The Community Crime Suppression Unit made 39 arrests during the two-week period from 10/28/19 to 11/15/19 for warrants, D.U.I.s, narcotics possession and distribution, possession of stolen property, robbery and trespassing. Detective Sullivan was able to assist Murray Police Department in a robbery case and two arrests on felony warrants with traffic stops. Detective Thompson briefly described the SOAR program at Eastwood Elementary where students earn tickets for doing good deeds. Two second grade students earned enough tickets for lunch with a police officer, so they were able to go to McDonald's with one. The National Highway Traffic Safety Administration awarded funding for pedestrian safety crosswalk enforcement, so during the month of November officers would work two-hour shifts patrolling crosswalks. The Community Oriented Policing Unit was at the National Recycling Day event at Big Cottonwood Park. He then presented pictures of officers delivering turkeys to 20 needy families living in Millcreek with the East Mill Creek Lions Club. Mayor Silvestrini asked Chief DeBry to thank Officer Weeks for responding to a speeding issue in a neighborhood.

3.5 Unified Fire Authority Report

There was no report.

4. Consent Agenda

- 4.1 Approval of November 12, 2019 Meeting Minutes
- 4.2 Approval of November 19, 2019 Special Meeting Minutes

Council Member Uipi moved to approve the minutes. Council Member Catten seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

5. New Items for Subsequent Consideration

There were none.

6. Calendar of Upcoming Events

- Mt. Olympus Community Council Mtg., 12/3/19, 6:00 p.m. at 3450 E. Oakview Dr. (tentative)
- Millcreek Community Council Mtg., 12/3/19, 6:30 p.m. at City Hall
- East Mill Creek Community Council Mtg., 12/5/19, 6:30 p.m. at 2266 E. Evergreen Ave.
- City Council Mtg., 12/9/19, 5:00 p.m. at City Hall
- City Council Mtg., 12/16/19, 5:00 p.m. at City Hall

- Planning Commission Mtg., 12/18/19, 5:00 p.m. at City Hall

Mayor Silvestrini went over the calendar of upcoming events.

Council Member Uipi moved to go into a closed meeting per UCA 52-4-205(a), (c), and (d) at 8:15 p.m. Council Member Jackson seconded. The City Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

Council Member Marchant moved to go back into the public meeting at 9:14 p.m. Council Member Jackson seconded. The City Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

ADJOURNED: Council Member Marchant moved to adjourn the meeting at 9:14 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