STATE OF THE PROMISE



HOW WE ARE BUILT?



On January 10, 2018 Millcreek Mayor Jeff Silvestrini, Salt Lake County Mayor Ben McAdams, Salt Lake County Council member Sam Granato, United Way of Salt Lake President and CEO Bill Crim shared remarks in celebration of Millcreek's first birthday.

Mayor Silvestrini officially announced the launch of Millcreek Promise, a community initiative, rooted in partnership to help all children and families to have opportunities for success at Utah's newest city!

PROMISE OF CHANGE



Millcreek Promise will work to change discriminating and inequitable community conditions to address barriers to education, health and safety, and economic well being. This initiative will be a catalyst for youth success; creating opportunities, and mitigating issues facing many of the city's young people and their families.

The Millcreek Promise Initiative is a unique collaboration, with United Way of Salt Lake, Millcreek Promise Leadership Committee, 4 Subcomittees, 2 support committees, and many additional partners still to join who will mobilize and support the success for all Millcreek youth and families.

WE CREATED A LIST OF MUTUAL GOALS

EDUCATION

“All students at Mill Creek Elementary perform at or above grade level.”

SAFETY

“All Millcreek families have access to resources and opportunities to keep their families safe and improve their quality of life.”

HEALTH

"All Millcreek residents have resources for mental wellness and, if necessary, access to mental health services."

ECONOMIC WELLBEING

“All Millcreek families are financially capable and able to provide for their families and improve their quality of life.”

Community Goals & Target Areas

Education: Chris Dammert
Chair: Kira Coelho
Target location: Mill Creek Elementary> Evergreen Jr. High> Olympus High
Population level goals: "All students at Mill Creek Elementary perform at or above grade level."

Health: Kathryn Zachara
Chair: Collyn Mosquito
Target location: TBD
Target location (suicide prevention): 84109, 84124
Population level goals: "All Millcreek residents have access to healthcare and opportunities for healthy lifestyles."

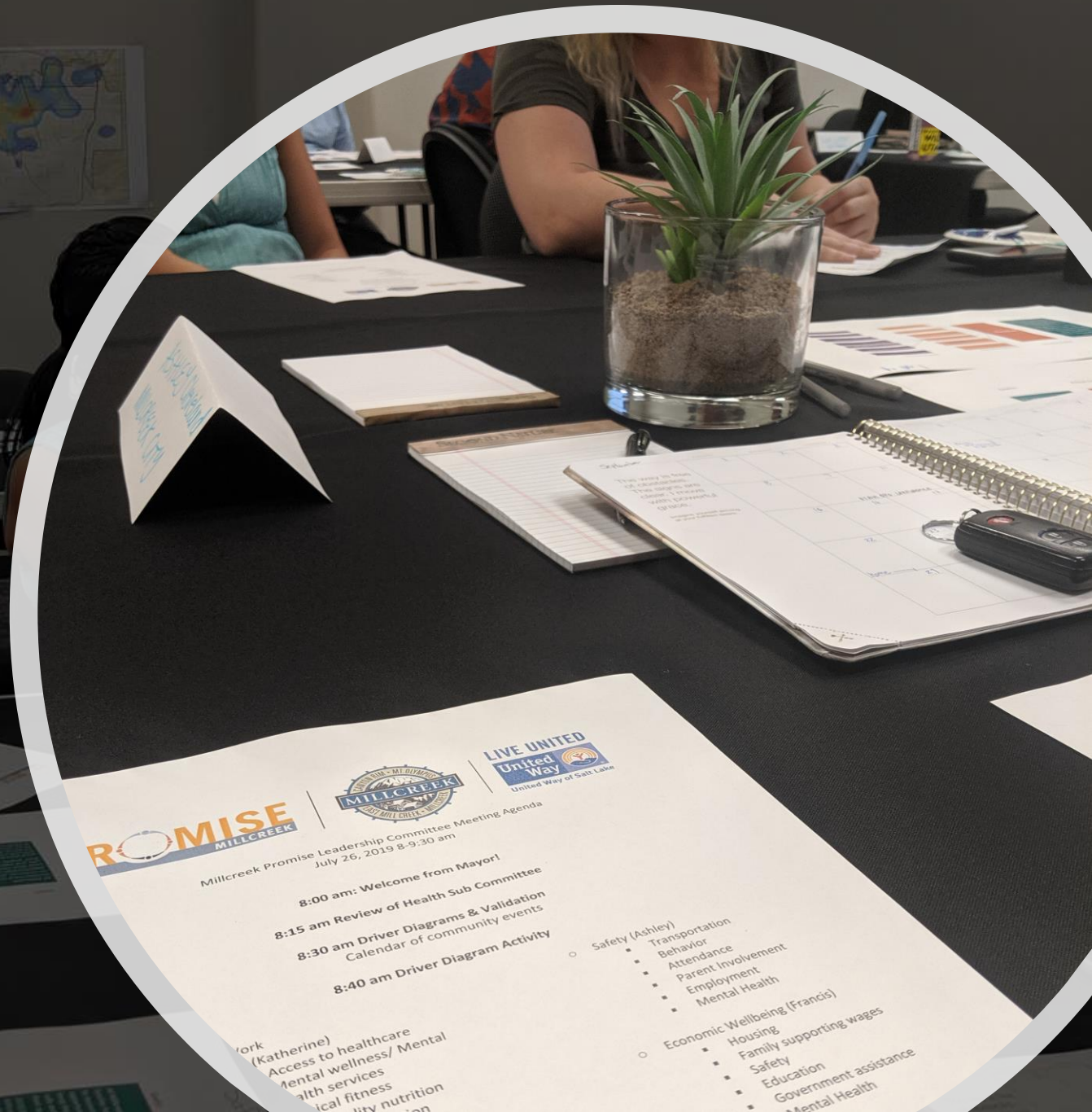
Economic Wellbeing: Ashley Cleveland
Chair: Suzi Sands
Target location: 84106
Population level goals: "All Millcreek families are financially capable and able to provide for their families and improve their quality of life."

Safety: Ashley Cleveland
Chair: Mercedes Meastas
Target location: 84106, 84107, 84123, and western portion of 84124
Population level goals: "All Millcreek families have access to resources and opportunities to keep their families safe and improve their quality of life."

Promise Youth: Ashley Cleveland
Chair: Jennica Davis Co Chair: Edward Lopez
Target location: 84106, 84107, 84117, 84123, and western portion of 84124
Population level goals: TBD

Business Council- Promise Support Committee: Josie Angerhoffer
Chair: Jean John
Target location: 84106, 84107, 84123, and western portion of 84124
Population Goals: Volunteerism & Fundraising

LEADERSHIP COMMITTEE & BEYOND!



2019

24 EXECUTIVE TEAM MEETINGS 8 individuals 3–5 attendance	48 SUBCOMITTEE MEETINGS 15+ individuals 4–7 attendance
5 LEADERSHIP COMMITTEE MEETINGS 35+individuals 18–24 attendance	24 SUPPORT COMMITTEE MEETINGS 8 individuals 5–8 attendance

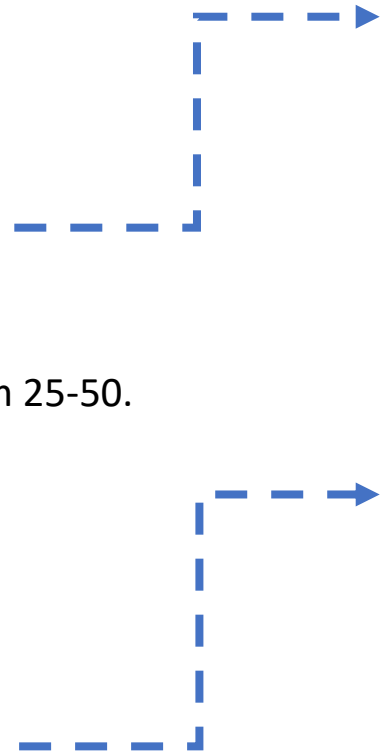
WHAT ARE THEY **DOING**? What are they *going* to do?

Promise Leadership Committee (45~)
2018: Formed & grew
2019: Grew & advised
2020: Stabilize, advise, and seek.

Education Sub Committee (12)
2019: Formed
2020: Interventions & Evaluate
Growing Read With Kids! Volunteer Program from 25-50.
Launching Iready! Volunteer Program. Evaluating Afterschool Partnerships.

Safety Sub Committee (10)
2019: Formed
2020: Interventions & Evaluate
Volunteered once, launching walking audits.

Promise Youth Sub Committee (4)
2019: Forming
2020: Stabilize, grow, advise



Literacy
Math
Celebrating diversity
Student behavior

Complete Safe Routes
Family Offenses
Ungovernable Youth

WHAT ARE THEY **DOING**? What are they *going* to do?

Health Sub Committee (19)
2019: Formed
2020: Interventions & Evaluate

- Health
- Insurance
- Primary Care
- Mental Health
- Nutrition

Economic Wellbeing Sub Committee (11)
2019: Formed
2020: Interventions & Evaluate

- Digital Inclusion
- Affordable
- Housing
- Job Training
- ESL Education

Business Council- Promise Support Committee (8)
2019: Formed
2020: Interventions & Evaluate
Volunteered 4 times, raised $4,000 for literacy.
Launching 10 Little Libraries. Planning America Reads Day!

Process for Developing Action Plans

Validate Drivers

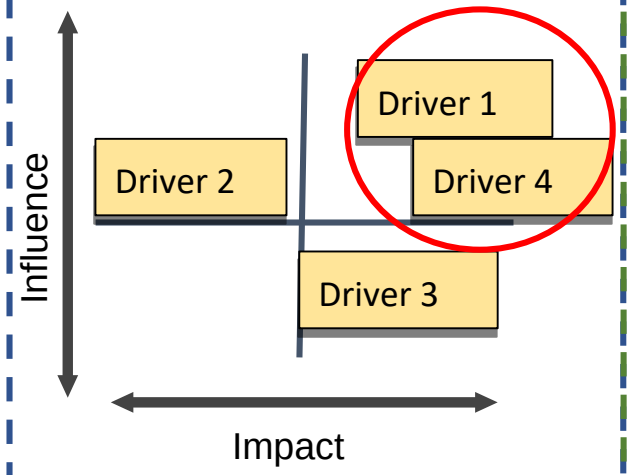
See if we need to invite additional members

Identify Major Drivers	Narrow and Prioritize Drivers	Identify interventions based on drivers	Narrow and prioritize interventions
Determine the main causes of the current situation	Use a 2x2 to compare impact vs. effectiveness of validated drivers	Review list of drivers that will have high impact and the group has high influence	Develop a 2x2 to compare Time to Action & Impact of intervention

What this looks like:

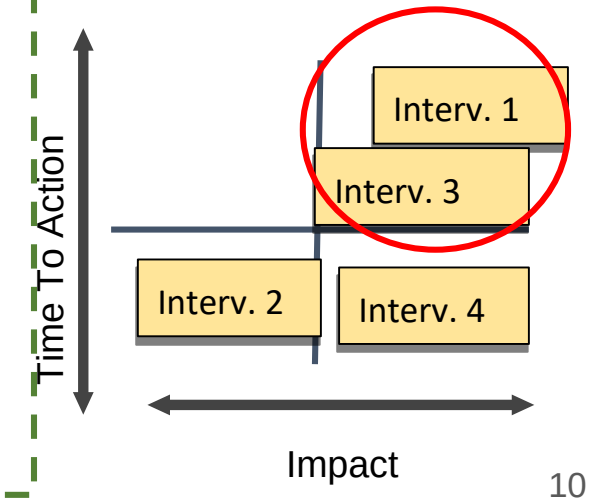
List of Drivers:

1) Driver 1
2) Driver 2
3) Driver 3
4) Driver 4



List of Interventions:

1) Intervention 1
2) Intervention 2
3) Intervention 3
4) Intervention 4

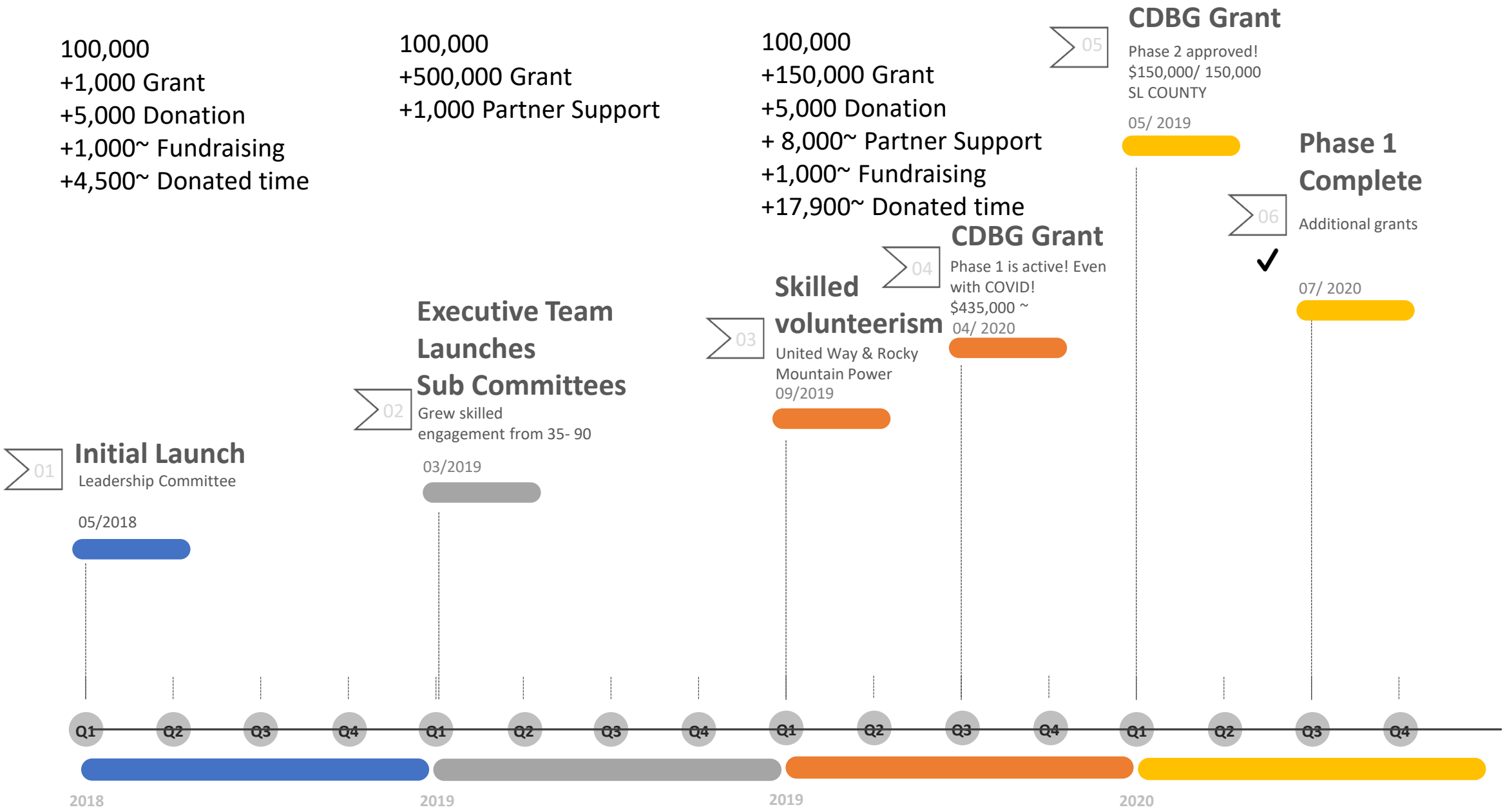


PROMISE PROGRAM FUNDING

100,000
+1,000 Grant
+5,000 Donation
+1,000~ Fundraising
+4,500~ Donated time

100,000
+500,000 Grant
+1,000 Partner Support

100,000
+150,000 Grant
+5,000 Donation
+ 8,000~ Partner Support
+1,000~ Fundraising
+17,900~ Donated time



2019-20 SUSTAIN**ABILITY**
How do we *multiply* dollars?

Utah State Board of Education- Quality Improvement Grant
$500,000 ~ for 5 years of funding towards afterschool programming at Millcreek Elementary. $75,000 need to fund last 2 years.

- Literacy
- Math
- Confidence
- Wages/ Employment
- Nutrition

HUD/ SL County Community Development- Community Development Block Grant
$150,000 for 1 year of funding towards Sunnyvale, matched by $150,000 from Millcreek.

- Safety
- Property Value
- Nutrition
- Quality of Life
- Conservation
- Programming
- Sense of Place

1 “unskilled” volunteer hour = $16-$22
1 “skilled” executive volunteer hour= $35-$50

Millcreek City Council- Millcreek Promise Funding
$200,000 for 2 years of funding towards staff, grant writing, grant management, executive board management, volunteer management, growing partnerships, promoting & marketing, supplementing programming, and training.



01

EDUCATION

IN 2018 WE RECEIVED A $500,000 21ST CENTURY GRANT FROM USBE FOR AFTER SCHOOL PROGRAMMING AT MILL CREEK ELEMENTARY IN PARTNERSHIP WITH SL COUNTY YOUTH SERVICES FOR 5 YEARS.

WE HAVE SINCE LAUNCHED A 45 VOLUNTEER STRONG READ WITH KIDS! VOLUNTEER PROGRAM.

10 LITTLE LIBRARIES IN PARTNERSHIP WITH THE PSSC THAT HOUSE 20-40 BOOKS TO MAKE LITERACY OPTIONS MORE ACCESSIBLE. THERE IS GROWING PARTICIPATION FROM RESIDENTS EVERY YEAR!

IN 2019: 45 CONSISTANT VOLUNTEERS!







MILL CREEK ELEMENTARY BOOK DRIVE 2019!





AMERICA READS DAY 2020!



OLIVER & THE GIBBONS FAMILY!

Over 900 books donated from the Canyon Rim Community!

---

10 Little Libraries built for Canyon Rim Cares Day!





The Business Councils Promise Support Committee!!

They raised money for 10 ($3,500) Little Library Kits by working with local businesses and Canyon Rim Community. Combined with Oliver Gibbons, Millcreek Youth Council, and community donations, we have over 1600 books!

03

SAFETY

- IN 2019 WE RECEIVED A $150,000 CDB GRANT FROM SL COUNTY COMMUNITY DEVELOPMENT FOR PARK IMPROVEMENTS AT SUNNYVALE PARK. THE DESIGN OF THE PARK WAS DRAFTED AFTER MONTHS OF MULTILINGUAL SURVEYING AND A COUPLE OUTDOOR CHARETTE'S WITH KIDS, PARENTS, AND GRANDPARENTS AT THE PARK. IN 2020 WE WERE AWARDED ANOTHER $150,000 CDB GRANT FOR PHASE 2 IMPROVEMENTS.
- THIS SUBCOMMITTEE HAS INCREASED MEETINGS TO TWICE A MONTH SINCE COVID AND ARE FOCUSING ON DV AND MENTAL HEALTH RESOURCES FOR MINORITIZED RESIDENTS.



ENGLISH. ARABIC. SPANISH. FRENCH.

How often do you or your family visit Sunnyvale Park?

What do you like about the park?

What do you not like about the park?

What sport would you like to play at Sunnyvale Park?

Do you know what Futsol is?

If you could change on thing about the park tomorrow, what would it be?

1. EXISTING RESTROOMS
2. EXISTING PARKING LOT
3. EXISTING LOOP TRAIL
4. NEW LOOP TRAIL CONNECTION
5. SOCCER FIELD (U10-U12 SIZE)
6. FUTSAL COURT (48'X81')
7. RE-SURFACED BASKETBALL COURTS
8. EXISTING PLAYGROUND
9. NEW TOT-LOT AREA
10. NEW PLAYGROUND CLIMBING MOUND
11. FITNESS STATION
12. PICNIC SHELTER
13. NEW ENCLOSED PAVILION
14. PARK INTERPERATIVE SIGNAGE
15. NATIVE LANDSCAPING
16. FORAGE GARDEN (FRUIT TREES)
15. COMMUNITY GARDEN

TWO DESIGNS WERE PRESENTED TO RESIDENTS FOUR TIMES



SCALE=1" = 60'

IO | DESIGN | COLLABORATIVE

improved ADA access (WIDEN)

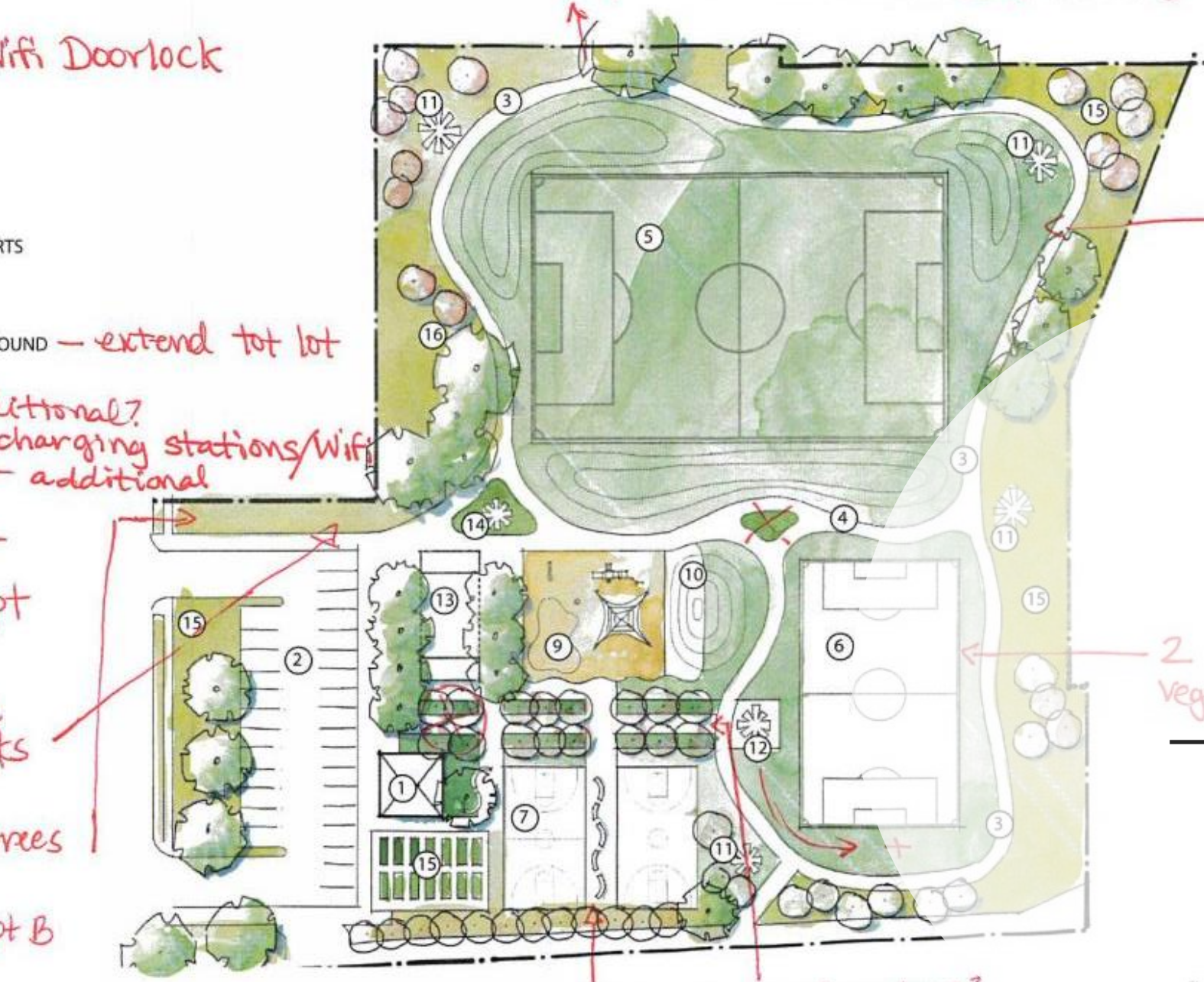
LEGEND

1. EXISTING RESTROOMS — Wifi Doorlock
2. EXISTING PARKING LOT
3. EXISTING LOOP TRAIL
4. NEW LOOP TRAIL CONNECTION
5. SOCCER FIELD (U10-U12 SIZE)
6. FUTSAL COURT (48'X81')
7. RE-SURFACED BASKETBALL COURTS
8. EXISTING PLAYGROUND
9. NEW TOT-LOT AREA
10. NEW PLAYGROUND CLIMBING MOUND — extend tot lot
11. FITNESS STATION
12. PICNIC SHELTER — additional?
13. NEW ENCLOSED PAVILION — charging stations/Wifi
14. PARK INTERPERATIVE SIGNAGE — additional
15. NATIVE LANDSCAPING
16. ~~FORAGE GARDEN (FRUIT TREES)~~
15. COMMUNITY GARDEN

- Lighting concept
- Benches
- Garden shed

* bike racks

* add trees from concept B



KEY NOTES

1. EXISTING PLAYGROUND
2. EXISTING RESTROOMS
3. EXISTING LOOP TRAIL
4. NEW LOOP CONNECTION
5. NEW CONCRETE TRAIL
6. SOCCER FIELD (U10-12 SIZE)
7. FUTSAL COURT (48'X81')
8. RE-SURFACED BASKETBALL COURT
9. EXPANDED TOT-LOT AREA
10. NEW PLAYGROUND CLIMBING MOUND
11. PICNIC SHELTER
12. COMMUNITY GARDEN
13. NEW ENCLOSED PAVILION
14. SHADE STRUCTURE

- REPURPOSED BENCH
- REPURPOSED PICNIC TABLE
- BIKE RACK
- LAMP POST
- FITNESS STATION
- PARK INTERPRETIVE SIGN
- EXISTING SHADE TREE
- PROPOSED SHADE TREE
- PROPOSED ORNAMENTAL TREE
- PROPOSED NATIVE TREE
- TURF
- NATIVE GRASSES
- SPORTS TURF
- PLAY BARK
- RUBBERIZED ASPHALT
- GARDEN FENCE
- PLANTING BED
- CURVED BENCHES
- STONE CHAT
- CONCRETE

$150,000 AWARDED!! SL COUNTY CDBG MATCH







RSL FOUNDATION
$25,000
REINBURSEMENT
DONATION & STRONGER TOGETHER ART!

02

HEALTH

SINCE 2019 THE SUBCOMMITTEE HAS FORMED A SUICIDE PREVENTION TASK FORCE AND IS WORKING DILIGENTLY WITH MANY PARTNERS TO ADDRESS PARENT ENGAGEMENT NEEDS AT SKYLINE HIGH SCHOOL- EVEN WITH COVID,THEY MEET MONTHLY.

PARTNERS

INTERNATION RESCUE COMMITTEE, NEW ROOTS FARMERS MARKET & ASIAN ASSOCIATION OF UTAH, SUNNYVALE NEIGHBORHOOD CENTER

CELEBRATING DAY OF CARING WITH UNITED WAY!!







20 VOLUNTEERS FROM
ROCKY MOUNTAIN POWER
BUILT 14 MEGA GARDEN
BOXES TO COMBAT FOOD
DESERTS!



SUNNYVALE RESIDENTS SIGNED UP WITH **IRC** THROUGH **SUNNYVALE NEIGHBORHOOD CENTER** ARE UTILIZING THE BOXES!





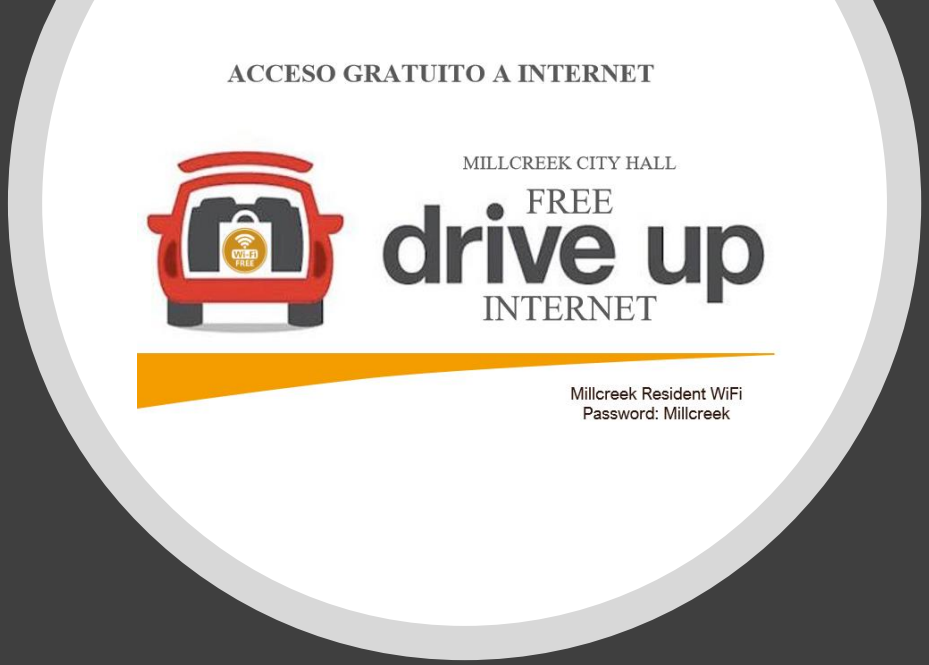
STRUCTURALLY SUPPORT FOOD BANK DESIGNATION

MARCH 2020

02

ECONOMIC WELLBEING

IN 2019 THIS SUBCOMITTEE DECIDED TO HONE IN ON DIGITAL INCLUSION AND IMPROVING EMPLOYMENT RESOURCES, SINCE COVID THEY HAVE BEEN MEETING WEEKLY AND WILL BE ROLLING OUT INTERVENTIONS SOON!



FREE INTERNET & BEYOND!



CANYON RIM IS COMMUNITY

CANYON RIM CARES DAY 2020!

RAISING FUNDS FOR THE PROMISE INTERNET ESSENTIALS PROJECT



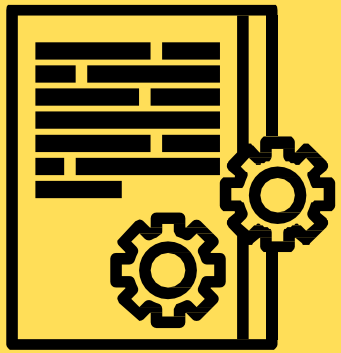


COMCAST
CUNIVERS

UTAH WOMEN OF COLOR COUNCIL WILL MANAGE THE COMCAST CODES & COMCAST WILL ADMINSTER SERVICE.

WHAT DOES LONG TERM GROWTH LOOK LIKE?

Policy



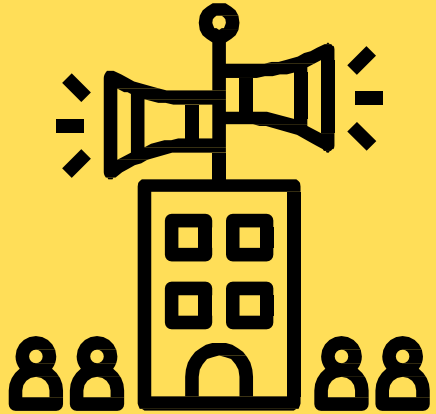
Grants

Supporting quality services and programs wherever they are within the city.

Local engagement



Advocacy



THOUGHTS ON GROWTH!

Are we performing consistently with the Council's vision?

What is your growth vision for Promise?

How can we provide growth & structural assistance?

-Staff & Intern(s) may help

What are your thoughts about matching grants?

Can the General Fund support these?

Should we seek to obtain a 501(c)(3) status?

-This may help with gathering donations – tax deductible

Do you want Promise to grow, if so, how?

Grants, donations, a Grant Writer?

Where do we go from here?

GRANTS

Support quality services & programs wherever they are within the city.



MOVING FORWARD!

Official Volunteer application
- Will be multilingual

Donation button
- In progress through ZIONS Bank

WHY DO WE DO THIS?

EQUITY
The quality of being fair and impartial. The concerted effort to promote economic mobility that we recommend in this volume is consistent with this trend—a logical next step in the evolution of cities.
https://youtu.be/59jSMI6rTm8

INCLUSION
An inclusive city must provide the same opportunities and services to all residents. Upward mobility for all people is a necessity.

http://www.bu.edu/ioc/inclusive-city-summary-report/

DIVERSITY
Cities that promote diversity and tolerance also tend to become places that are open to new ideas and different perspectives, promoting creativity. This in turn builds cities that are attractive to individuals and businesses involved in the creation of new ideas, products and services.

MEETING TIMES

Safety	2nd Wednesday	1:00 2:00 PM	AUGUST 12 & 26
Education	2nd Friday	9:00-10:00 AM	AUGUST 7
Economic Well-Being	3rd Friday	8:00-9:00 AM	AUGUST 7 & 21
Health	3rd Friday	8:30-9:30 AM	AUGUST 21
Leadership	4th Friday *(every other month)*	8:00-9:30 AM	**JULY 31** **SEPTEMBER 25**

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

File # ZM-20-006

City Council Staff Report

Meeting Date: **July 27, 2020**
Applicant: **Andrea Palmer on behalf of Ian Killen**
Property Address: **3646 Viewcrest Cir**
Parcel IDs: **22-01-308-064**

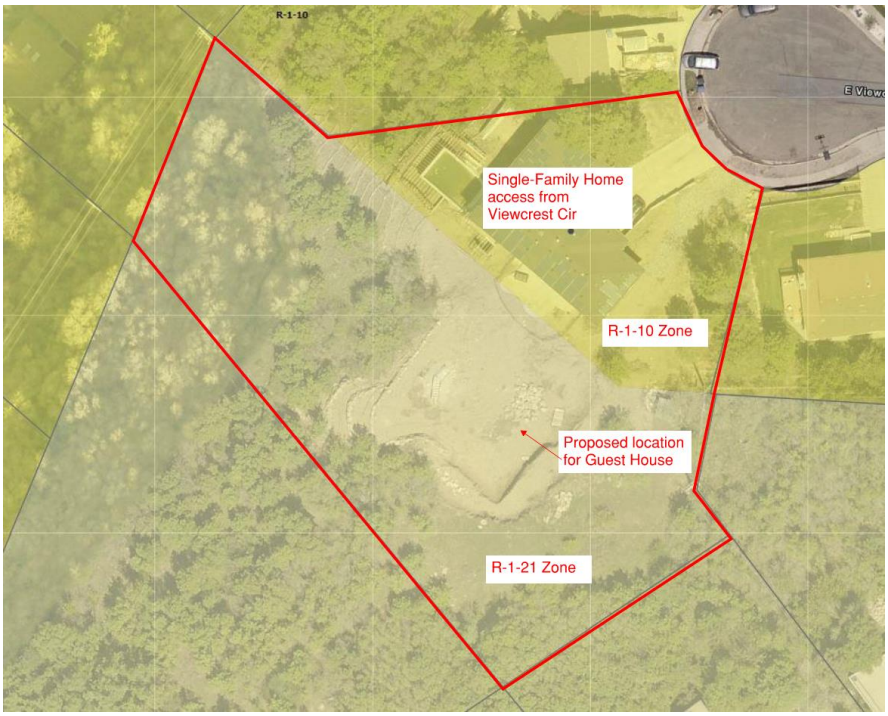
Request 1: Request to rezone from R-1-10 & R-1-21 to only R-1-21.

Zone: R-1-10, R-1-21
Community Council: Mt Olympus Community Council
Prepared By: Erin O'Kelley, Planner II

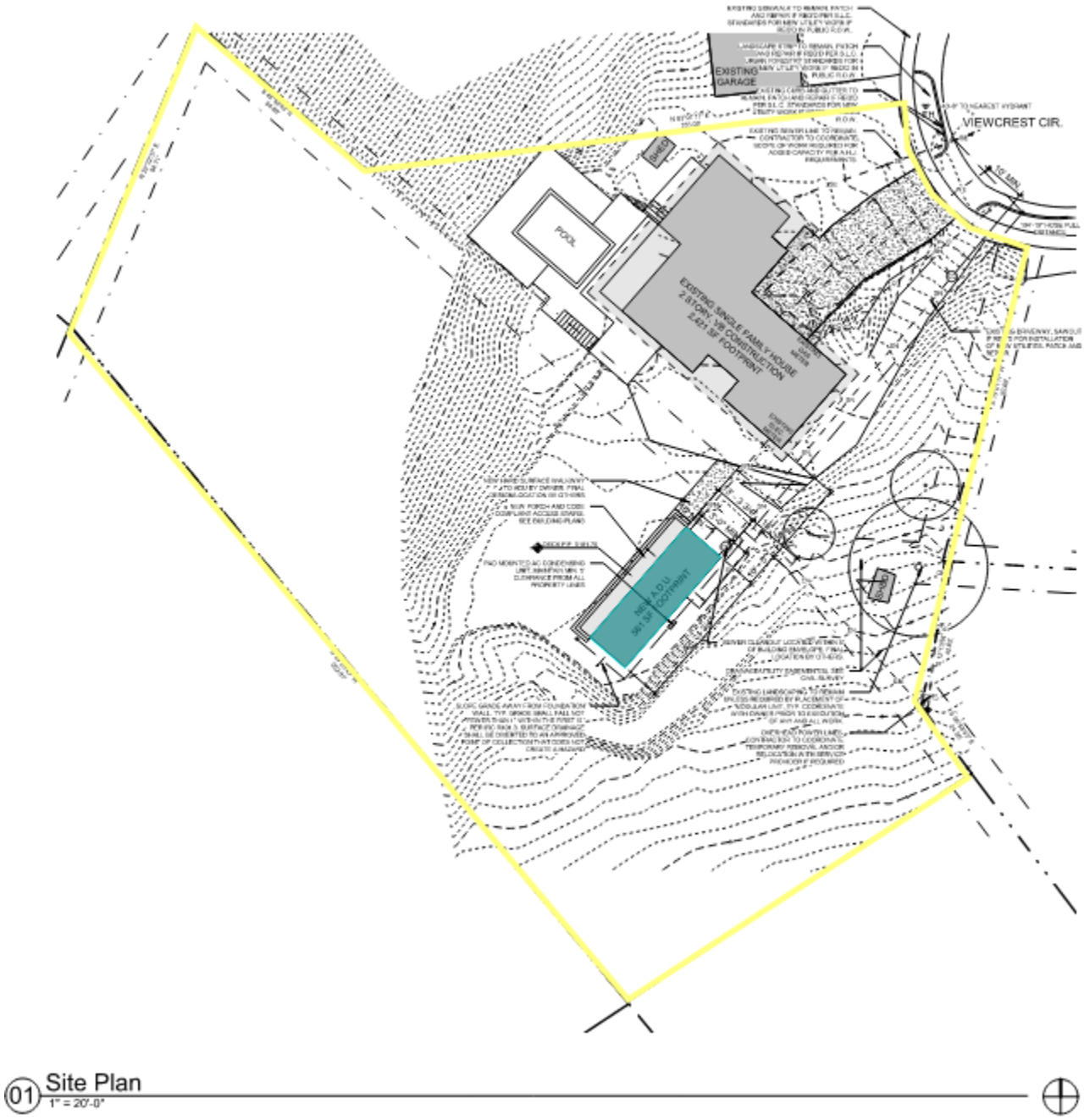
SYNOPSIS AND SCOPE OF DECISION

Existing Land Use and Proposed Change

The applicant is proposing to rezone property located at 3646 Viewcrest Cir originally platted as two separate residential lots in the Mount Olympus Hills subdivision plats. The property located at 3646 Viewcrest Cir is currently zoned R-1-10. The vacant area behind the house is zoned R-1-21.



The applicant recently consolidated these two lots with the intent of developing the backyard area to add a guesthouse. This consolidation occurred without the City's approval and will be subject to a formal subdivision approval.



01 Site Plan
1" = 20'-0"

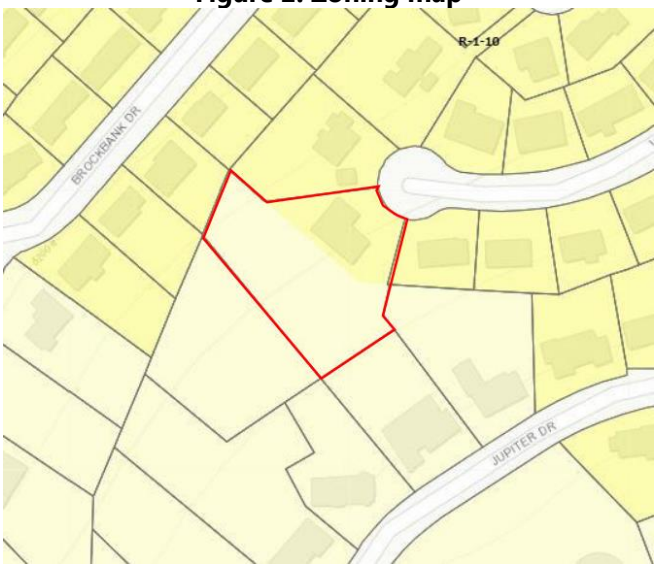
SITE & VICINITY DESCRIPTION

Figure 1: Street View looking West from 900 E



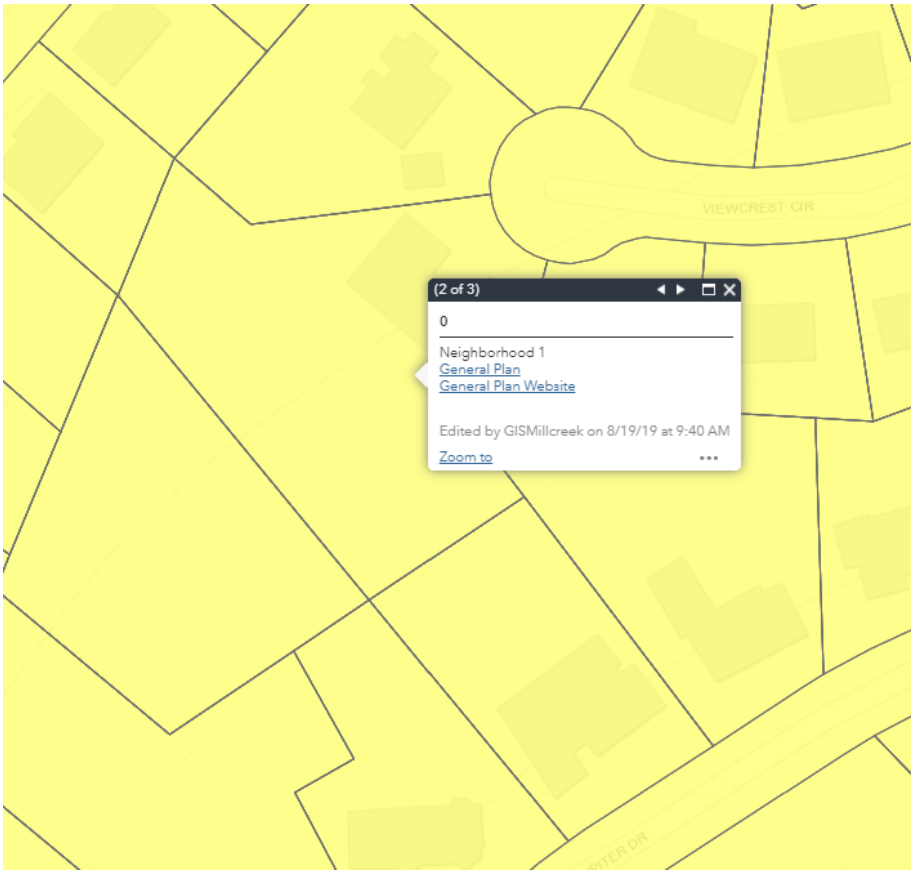
The applicant had a small accessory structure on the property that has, in the last year, been demolished and the area excavated in preparation for the construction of a new guest house. Millcreek code permits guesthouses on lots that are zoned R-1-21 and R-1-43. By definition, a gueshouse must be located on the same lot of the main dwelling. Therefore a lot consolidation was required before building to permit the guesthouse. However, Millcreek code requires that the consolidation of two previously subdivided must be re-platted to reflect the property bourndary changes. The proposed plat and consolidation would result in a split zone lot where one zone allows guesthouses and one zone does not. Therefore the City required the applicant rezone the property in addition to the subdivision application.

Figure 2: Zoning map



GENERAL PLAN CONSIDERATIONS

Figure 3. Future Land Use Map



The rezone proposal does not contradict the future land use map as described in the general plan. The property is designated as Neighborhood 1, primarily single-family detached homes (see definition below).

NEIGHBORHOODS			
NEIGHBORHOOD 1	***Primary:*** Single-family detached homes. ***Secondary:*** Parks, greenways, recreation, community gardens, schools, places of worship, and other complementary uses.	Typically 1 – 6 dwelling units per acre.	• Includes neighborhoods (of all ages) that are comprised of predominantly of single-family detached homes. • A well-defined pattern of blocks and direct pedestrian and bicycle connections provide residents with direct access to nearby services and amenities.

NEIGHBORHOOD RESPONSE

On Friday, May 29, the applicant hosted a neighborhood meeting at the cul-de-sac on Viewcrest Cir. The following concerns were observed:

Construction.
Utility Maintenance.
Use of the structure Airbnb or short-term rentals.
Concern of obstruction of views and privacy.

A number of residents that showed up to the Neighborhood Meeting were in support of the rezone proposal and subdivision.

See submitted public comments in exhibits.

DEVELOPMENT AGREEMENT CONSIDERATIONS

Staff is not recommending a development agreement at this point but is recommending two zoning conditions see model motion.

COMMUNITY COUNCIL RESPONSE

At their meeting on June 2, 2020 the Millcreek Community Council recommended that:

Recommended the rezone ZM-20-006 be adopted with the recommended zoning conditions.

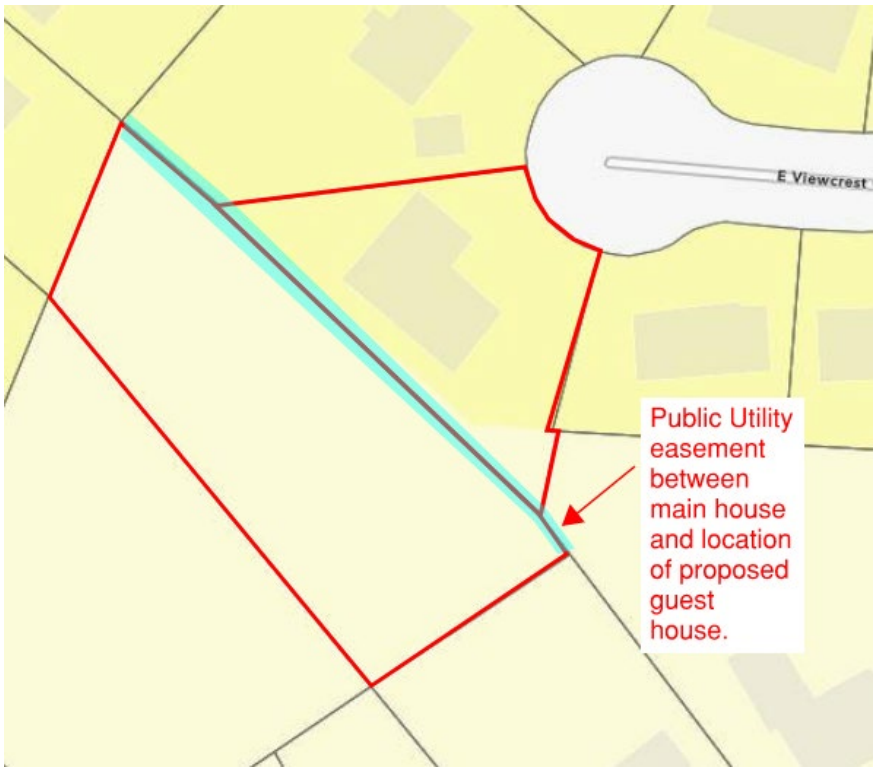
PLANNING COMMISSION RESPONSE

At their meeting on June 17 , 2020 the Millcreek Planning Commission recommended that:

Recommended the rezone ZM-20-006 be adopted with the recommended zoning conditions.

PLANNING STAFF ANALYSIS AND FINDINGS

Millcreek does not encourage the consolidation of lots if the resulting parcel lies within two different zoning designations. Regulating development of split zoned lots is difficult both for the City and property owners involved especially when the zones allow different uses. The R-1-10 zone, where the main house is located, does not allow a guesthouse to be built on the property, but the R-1-21 zone does allow guest houses.



The proposed subdivision will meet all minimum requirements of a lot in an R-1-21 and RCOZ. In addition to the regulations under the R-1-21 zone and RCOZ staff is recommending adopting the rezone with a zone condition that would restrict the ability the rent out the guest house for short-term or long-term rentals. This zone condition would run with the land and may only be altered if the applicant files for another rezone application and repeats the public process. The letter sent out by the applicant for the neighborhood meeting states that the guest house is not being created with the intent to rent out the additional dwelling.

Staff is adding a zoning conditions which limits to household pets. This zoning condition is already enforced on the property. The removal of the zone condition is not in the scope of this application so staff is recommending that it stay in place.

PLANNING STAFF RECOMMENDATION AND MODEL MOTION

Motion to recommend approval for the rezone Request ZM-20-006 to rezone property located at 3646 Viewcrest Cir from R-1-10 & R-1-21 to only R-1-21 with the following zoning conditions:

- Short term rentals are prohibited.
- Limit animals to household pets.

SUPPORTING DOCUMENTS

1. Architecture Plans
2. Public Comments
3. Notice sent by Applicant

THE DESIGN AND IDEAS SHOWN AND HEREIN DESCRIBED, THE TECHNICAL DRAWINGS, GRAPHIC REPRESENTATION, AND MODELS THEREOF HAVE BEEN PREPARED AS AN INSTRUMENT OF SERVICE FOR THIS SOLE PROJECT AND SHALL REMAIN THE SOLE PROPERTY OF RANGE ARCHITECTURE AND DESIGN AND THEIR CONSULTANTS. WITHOUT THE SOLE AND EXPRESSED WRITTEN PERMISSION OF RANGE ARCHITECTURE AND DESIGN. REPRODUCTION, DUPLICATION, COPYING, IMITATION, COMMERCIALLY EXPLOITED, OR USE FOR ANY OTHER PURPOSE OTHER THAN FOR THIS SPECIFIC PROJECT IS PROHIBITED. PROHIBITED USE OF THE DESIGN OR THESE DRAWINGS IS SUBJECT TO THE FULL EXTENT OF LEGAL ACTION.

MODAL 02 GUESTHOUSE

3646 E Viewcrest Circle, Salt Lake City, UT 84124

PROJECT TEAM

PROJECT OWNER
-
Kyle Killen
kylekillen@gmail.com
3646 E Viewcrest Circle
Salt Lake City, UT 84124
Ph. 512.767.8128

MODULAR BUILDING MANUFACTURER
LiveModal
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andrea@livemodal.com
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Ph. 801.864.1761

PROJECT ARCHITECT
RANGE Architecture + Design
Attn: Ian Kaplan
ikaplan@rangearchitecture.com
1068 E 2100 S
Salt Lake City, UT 84106
Ph. 585.261.1856

STRUCTURAL & M.E.P ENGINEERS
EPIC Engineering
Attn: John Riley
jriley@epiceng.net
3341 S 4000 W, Suite D
West Valley City, UT 84120
Ph. 435.654.6600

GENERAL CONTRACTOR
CLASSIC EXCAVATION, LLC
RUSSELL D. JOLLEY
russdjolley@hotmail.com
4297 SCENIC ACRES DRIVE
RIVERTON, UT 84096
Ph. 385.218.7446

CIVIL ENGINEER
WARD ENGINEERING
John Bond
jbond@wardeng.com
231 W 800 S, Ste. A
Salt Lake City, UT 84101
Ph. 801.487.8040

3RD PARTY BUILDING INSPECTION
FORSGREN BUILDING INSPECTION
Attn: Curt Allen
ICC Certification #: 1016602
curtallenwbi@gmail.com
-
Ph. 801.889.0776

GENERAL NOTE:
MODULAR UNIT TO BE PRE-MANUFACTURED IN FACTORY. ALL APPLICABLE THIRD PARTY INSPECTIONS & REPORTS TO BE COORDINATED WITH THE AUTHORITY HAVING JURISDICTION AND PROVIDED BY MODULAR BUILDING MANUFACTURER.

VICINITY MAP



SITE LOCATION

SHEET INDEX

GENERAL
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- G002 NOTES, ABBREVIATIONS, SYMBOLS, GENERAL NOTES
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CIVIL
- C0.0 CERTIFIED SURVEY

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- A201 FINISH & REFLECTED CEILING PLANS, SCHEDULES
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PROJECT INFORMATION

ADDRESS:	3646 E Viewcrest Circle Salt Lake City, UT 84124
PARCEL RECORD #:	22013080290000
AUTHORITY W/ JURISDICTION:	Millcreek
SITE AREA:	.88 ACRES (38,333 SF)
DESCRIPTION:	PLACEMENT OF MODULAR 2-BEDROOM DETACHED GUEST HOUSE ON EXISTING SINGLE FAMILY RESIDENTIAL PROPERTY
ZONING:	**CURRENT:** R-1-10/R-1-21 **PROPOSED:** R-1-21 RESIDENTIAL COMPATABILITY OVERLAY ZONE
CONSTRUCTION TYPE:	VB (WOOD FRAME)

ZONING INFORMATION

R-1-10 - 19.14 MILLCREEK MUNICIPAL CODE

19.14.070 - ACCESSORY BUILDINGS

BUILDING HEIGHT:	Not to exceed more than 10% of existing residential structure height	YES
	No greater than 24'	YES
SETBACKS:		
Front:	N/A - must be located in rear yard	
Side:	30" Min.	YES
Rear:	30" Min*	
	10' if located on adjacent side property line	YES
FOOTPRINT:	Not to exceed 60% of footprint of existing home	YES
	and/or 600 SF	YES
Existing:	2,672 SF * .60 = 1,603 SF	
New:	571 SF	

19.71 RESIDENTIAL COMPATABILITY OVERLAY ZONE (R-COZ)

BUILDING ENVELOPE:	8' above grade at property line extending 45°	YES
LOT COVERAGE:	33%	YES
Lot Size:	38,333 SF	
Structure Coverage:		
Existing House:	2,672 SF	
New Poolhouse:	571 SF	
Total:	3,243 SF (8.5%)	

NOTICE TO ALL:

IT IS THE RESPONSIBILITY OF EACH AND EVERY CONTRACTOR, SUB-CONTRACTOR, AND/OR TRADE TO VERIFY ALL ASPECTS OF THESE DRAWINGS AND TO MAKE ANY AND ALL CORRECTIONS, ALTERATIONS, AND/OR CHANGES NECESSARY TO COMPLY WITH ALL CODE REQUIREMENTS, LOCAL REGULATIONS, AND PROPER DESIGN CRITERIA, UPON NOTIFICATION OF THE GENERAL CONTRACTOR AND DESIGNER AND TO ASSURE THE FUNCTION AND/OR OPERATION OF THE SAME, TO A REASONABLE STANDARD, AS REQUIRED BY LAW.

APPLICABLE CODES:

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES:

- 2015 INTERNATIONAL RESIDENTIAL CODE (IRC)
- 2018 INTERNATIONAL PLUMBING CODE
- 2018 INTERNATIONAL MECHANICAL CODE
- 2018 INTERNATIONAL FUEL GAS CODE
- 2017 NATIONAL ELECTRIC CODE
- 2015/18 INTERNATIONAL ENERGY CONSERVATION CODE

DEFERRED SUBMITTALS:

DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO RANGE ARCHITECTURE AND DESIGN, WHO SHALL REVIEW AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICIATION THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE TO THE DESIGN OF THE PROJECT. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DESIGN AND SUBMITTED DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

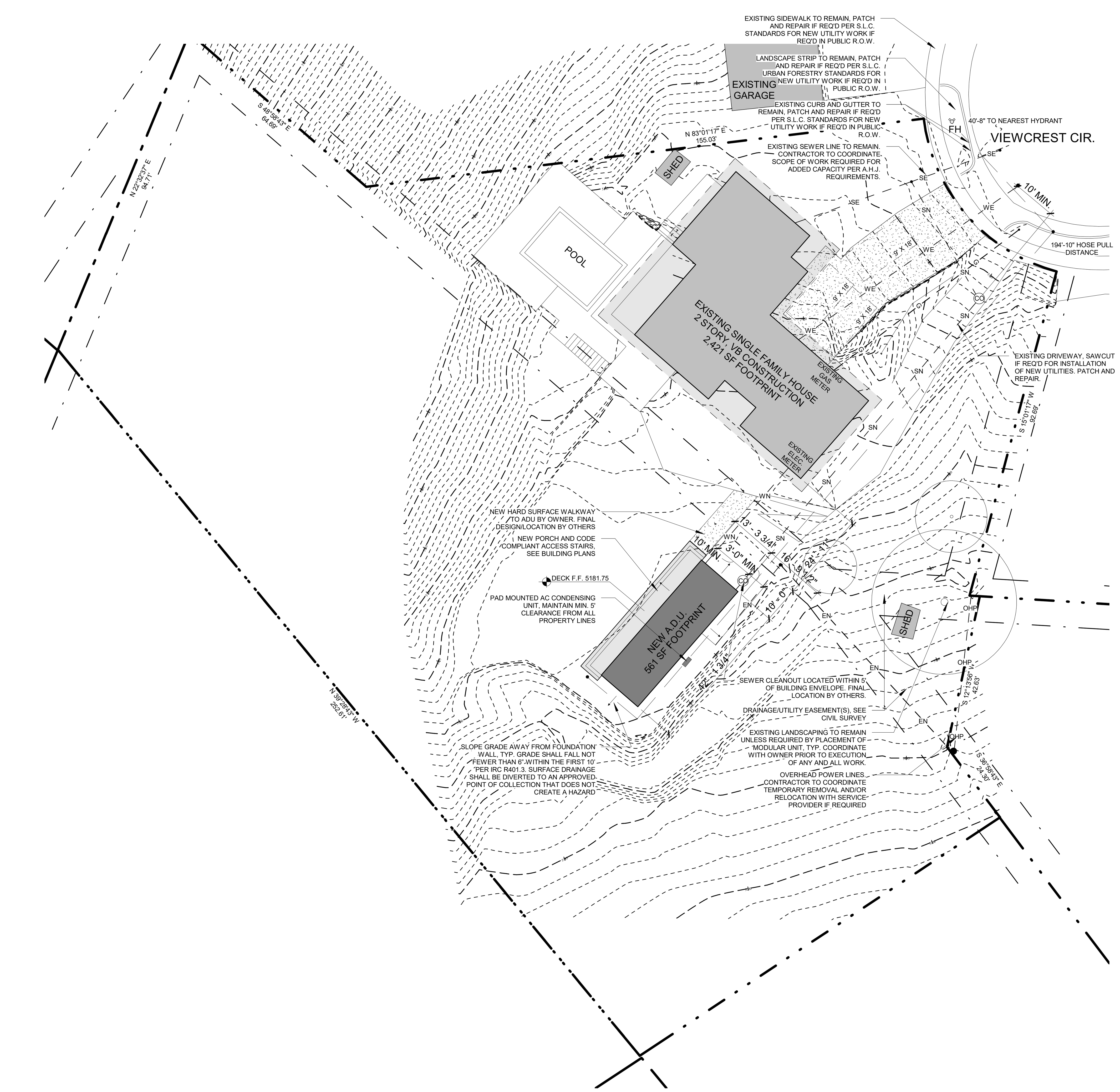
THE FOLLOWING ARE DEFERRED SUBMITTAL ITEMS:
1. N/A

GENERAL NOTES - SITE PLAN

1. UTILITY LOCATIONS ARE SHOWN SCHEMATICALLY. CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS PRIOR TO THE EXECUTION OF ANY WORK.
3. WHEN SHOWN IN SITE PLAN, ALL DIMENSIONS ARE TO FACE OF FINISH TO PROPERTY LINES, IMAGINARY LINES, SETBACKS, ETC., U.N.O.
3. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS GOVERN.
4. SEE BUILDING PLANS FOR ALL OTHER NOTES AND DIMENSIONS NO SHOWN HERE.
5. NO PART OF RETAINING WALLS AND FOOTINGS SHALL ENCROACH INTO ADJACENT PROPERTIES OR EASEMENTS.
6. THE PROPERTY OWNER SHALL MAINTAIN ALL DRAINAGE FACILITIES LOCATED WITHIN THE PARCEL AND BE RESPONSIBLE TO PREVENT DAMAGE TO DOWNSTREAM PROPERTIES.
7. CONTRACTOR IS TO CONTACT AND ABIDE BY THE RULES OF THE UTAH DIVISON OF AIR QUALITY, (801) 536-4000.
8. IF NO GAS UTILITY LINE OR METER ARE SHOWN ON THESE DRAWINGS THEN THERE IS NO GAS SERVICE PROVIDED TO THE SUBJECT PROPERTY.
9. ALL UTILITIES MUST MEET HORIZONTAL AND VERTICAL CLEARANCE REQUIREMENTS PER CODE. WATER & SEWER LINES REQUIRE 10' MIN. HORIZONTAL SEPARATION AND 18" MIN VERTICAL SEPARATION. SEWER MUST MAINTAIN 5' MIN. HORIZONTAL SEPARATION AND 12" VERTICAL SEPARATION FROM ANY NON-WATER UTILITIES. WATER MUST MAINTAIN 3' MINIMUM HORIZONTAL SEPARATION AND 12" VERTICAL SEPARATION FROM ANY NON-SEWER UTILITES.
10. A MINIMUM OF ONE EXTERIOR CLEANOUT IS REQUIRED ON THE SEWER LATERAL WITHIN 5' OF THE BUILDING. ADDITIONAL CLEANOUTS ARE REQUIRED AT EACH BEND AND AT LEAST ONE EVERY 50' FOR 4" LATERALS AND ONE EVERY 100' FOR 6" LATERALS.
11. SEWER LATERAL MUST GRAVITY DRAIN ALL FLOORS AND MEET MINIMUM SLOPE REQUIREMENTS (2% FOR 4" LATERALS, 1% FOR 6" LATERALS)"

LEGEND - SITE PLAN

- MODULAR BUILDING FOOTPRINT
- EXISTING STRUCTURE FOOTPRINT
- NEW DECK/STAIRS FOOTPRINT
- ROOF OVERHANG ABOVE
- EXISTING DRIVEWAY
- DEMOLISH EXISTING STRUCTURE/HARDSCAPE
- PROPERTY LINE
- SETBACK LINES
- FIRE HOSE PULL/HYDRANT DISTANCE
- SE — APPROX. EXISTING SEWER LINE - CONTRATOR TO FIELD LOCATE PER CODE
- SN — APPROX. NEW SEWER LINE - CONTRACTOR TO FIELD LOCATE PER CODE
- WE — APPROX. EXISTING WATER LINE - CONTRACTOR TO FIELD LOCATE PER CODE
- WN — APPROX. NEW WATER LINE - CONTRACTOR TO FIELD LOCATE PER CODE
- G — APPROX. EXISTING GAS LINE - CONTRACTOR TO FIELD LOCATE PER CODE
- OHP — APPROX. EXISTING OVERHEAD ELECTRICAL/ TELECOMMUNICATIONS LINE - CONTRACTOR TO FIELD LOCATE PER CODE
- EN — APPROX. NEW BURRIED ELECTRICAL/ TELECOMMUNICATIONS LINE - CONTRACTOR TO FIELD LOCATE PER CODE



01 Site Plan
1" = 20'-0"

RANGE
RANGE ARCHITECTURE | DESIGN
1068 E 2100 S, SALT LAKE CITY UT 84102
WWW.RANGEARCHITECTURE.COM 801.694.9150

STATE OF UTAH
DEREK WILSON
6590963-0301
05/12/2020
LICENSED ARCHITECT

Modal
LIVEMODAL
150 S STATE STREET SLC, UT 84102
WWW.LIVEMODAL.COM

MODAL 02 GUESTHOUSE
3646 E Viewcrest Circle, Salt Lake City, UT 84124

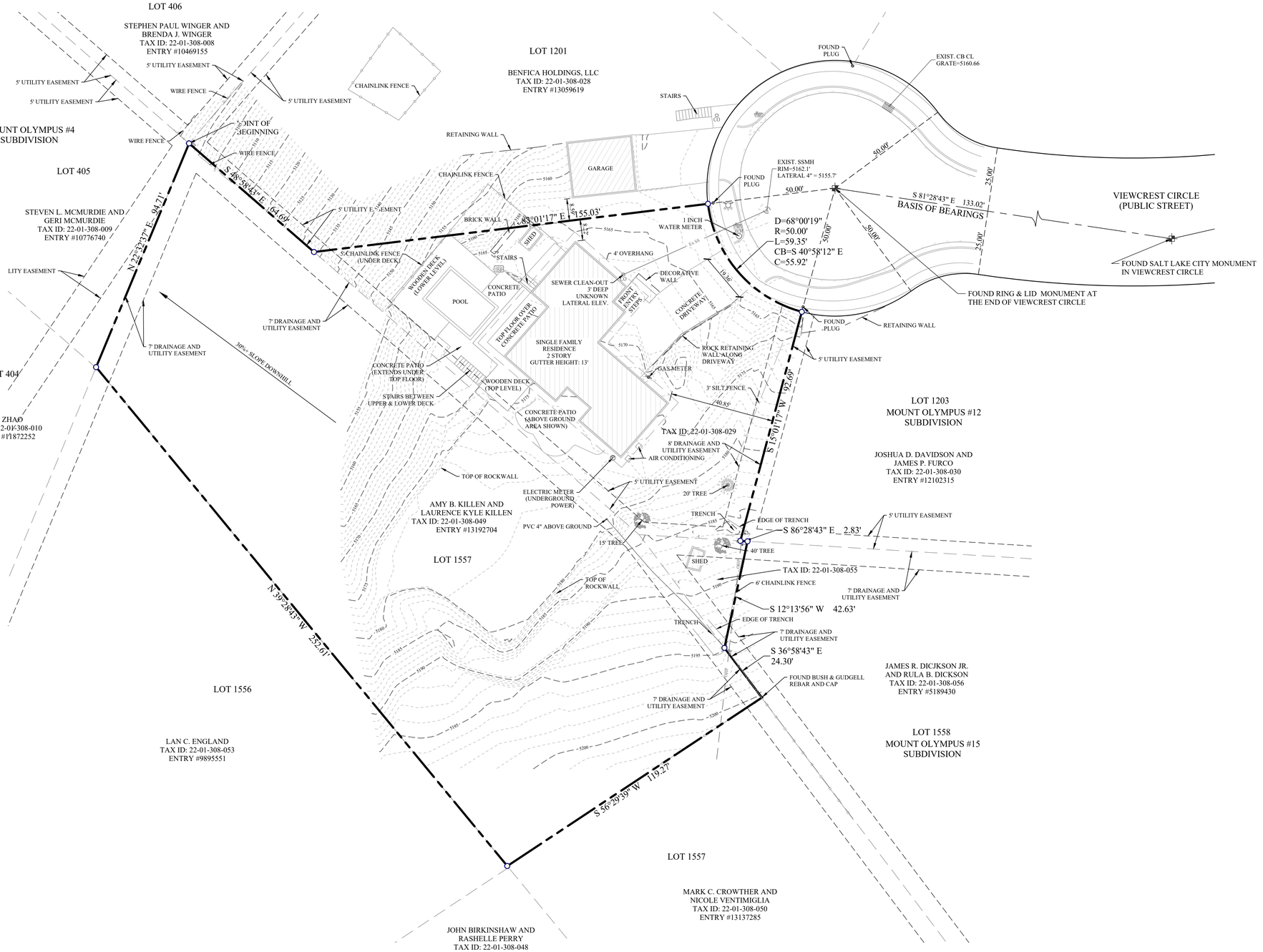
RE-ZONE	05/12/2020
REVISION SETS	
MARK	DATE
PLOT DATE	05/12/2020
PROJECT	2021
DRAWN BY	IK
CHECKED BY	N/A
SHEET TITLE	TITLE SHEET, SITE PLAN

G001

KILLEN

BOUNDARY SURVEY:

LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
3646 EAST VIEWCREST CIRCLE, SALT LAKE CITY, UTAH



SURVEYOR'S CERTIFICATE

I, SATTAR N. TABRIZ A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 155100, IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED TRACT OF LAND AND THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

REGISTERED LAND SURVEYOR
NO. 155100
SATTAR N. TABRIZ
12/7/20
STATE OF UTAH

SATTAR N. TABRIZ, PLS.
UTAH LICENSE NO.: 155100
DATE:
HEREIN.

SURVEYOR'S NARRATIVE

THIS SURVEY WAS PREPARED AT THE REQUEST OF THE CLIENT FOR THE PURPOSE OF RETRACING THE BOUNDARY LINES OF THE PARCEL AND GATHERING TOPOGRAPHIC DATA FOR THE SITE.

GENERAL NOTES

1. NO TITLE COMMITMENT WAS SUPPLIED TO THE SURVEYOR AT THE TIME OF THE SURVEY.
2. THIS MAP IS NOT PROOF OF OWNERSHIP.
3. THIS MAP MAKES NO ASSUMPTIONS AS TO ANY UNWRITTEN RIGHTS THAT MAY EXIST BY AND BETWEEN THE ADJOINING LAND OWNERS.
4. COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS, UNLESS CONTAINED WITHIN PARENTHESIS INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM MAPS, PLATS, DEEDS OF RECORD, OR OTHER SOURCES OF RECORD INFORMATION.
5. UTILITIES SHOWN ON THIS MAP ARE BASED UPON ABOVE GROUND FEATURES FOUND IN THE FIELD AT THE TIME OF SURVEYING AND MAPS AND/OR RECORDS PROVIDED BY THE UTILITY COMPANIES. ACTUAL LOCATIONS OF UTILITIES MAY VARY. CONTACT BLUE STAKES PRIOR TO ANY EXCAVATION.
6. UTILITIES SHOWN HEREON REPRESENT FOUND ABOVE GROUND FEATURES. NO ADDITIONAL UTILITY INFORMATION WAS PROVIDED AT THE TIME OF SURVEY.

LEGAL DESCRIPTION

PER ENTRY NO. 13192704

BEGINNING AT THE COMMON CORNER OF LOTS 405 AND 406 OF MOUNT OLYMPUS HILLS NO. 4 AND LOT 1557 OF MT OLYMPUS HILLS NO 15, SAID POINT ALSO BEING NORTH 1792.857 FEET AND EAST 719.346 FEET FROM THE SOUTHWEST CORNER OF SECTION 1, T.2.S. R1.E. SLB&M; THENCE SOUTH 49°00'00" EAST 64.69 FEET TO THE NORTH LINE OF LOT 1202 OF MOUNT OLYMPUS HILLS NO 12; THENCE ALONG SAID NORTH LINE NORTH 83°00'00" EAST 155.03 FEET TO THE SOUTHERLY EDGE OF A CUL DE SAC OF VIEW CREST CIRCLE AND THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID ARC HAVING A DELTA OF 67°59'57" A DISTANCE OF 59.34 FEET TO THE NORTH EASTERLY CORNER OF SAID OT 1202; THENCE SOUTH 15°00'00" WEST 92.69 FEET TO THE SOUTH BOUNDARY LINE OF MT OLYMPUS NO 12; THENCE SOUTH 86°30'00" EAST 2.83 FEET ALONG SAID BOUNDARY LINE;THENCE SOUTH 12°12'39" WEST 42.63 FEET TO THE NORTH LINE OF LOT 1557 MT OLYMPUS NO 15; THENCE SOUTH 37°00'00" EAST 24.30 FEET TO A FOUND B&G REBAR/CAP; THENCE SOUTH 56°28'22" WEST 119.58 FEET TO A FOUND B&G REBAR/CAP MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 39°30'00" WEST 252.90 FEET TO THE SUB BOUNDARY LINE OF MT OLYMPUS NO 15; THENCE NORTH 22°31'20" EAST 95.12 FEET (RECORD 97.71 FEET) TO THE POINT OF BEGINNING.

MAP LEGEND

- BOUNDARY LINE
- CENTERLINE
- RIGHT OF WAY
- LOT LINE
- DEED LINE
- RADIAL LINE
- FENCE LINE (CHAINLINK)
- CONCRETE
- ASPHALT
- OVERHEAD POWER LINE (OHP)
- MONUMENT
- LEAD PLUG
- BOUNDARY CORNER
- POWER POLE
- LIGHT POLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- SEWER CLEANOUT
- GAS METER
- POWER METER
- MAJOR CONTOUR
- MINOR CONTOUR

NOTE:
CONTOURS ARE SHOWN IN 1' INTERVALS
TREE CANOPIES ARE SHOWN TO SCALE

N
W E
S

20 0 20 40 60

Scale 1" = 20'

DRAWN BY: LTD
FIELD CREW: BJM
CHECKED BY: SNT
DATE: 1/26/20

CLIENT: LIVEMODAL
DWG: KILLEN_BASE.DWG
JOB No: 6814-LIVEMODAL01-20
DRAWING IS REDUCED IF LESS THAN 22"x34"
DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE.

KILLEN
BOUNDARY SURVEY:
3646 EAST VIEWCREST CIRCLE, SALT LAKE CITY, UTAH
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

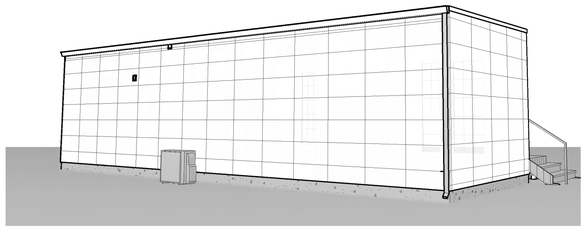
REVISIONS

No.	DATE	BY	REVISION

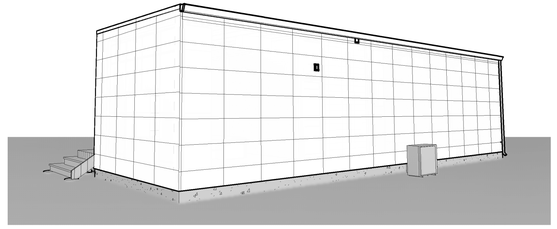
Ward Engineering Group
Planning • Engineering • Surveying
Since 1981
231 West 800 South
Salt Lake City, Utah 84101
www.wardeng.com
tel (801) 487-8040
fax (801) 487-8668

O:\AdV\mmc\LiveModal Boundary Project\Killen\3646 Viewcrest Cir\survey\ACAD\KILLEN_BASE.dwg May 05, 2020 - 1:53pm

THE DESIGN AND IDEAS SHOWN AND HEREIN DESCRIBED, THE TECHNICAL DRAWINGS, GRAPHIC REPRESENTATION, AND MODELS THEREOF HAVE BEEN PREPARED AS AN INSTRUMENT OF SERVICE FOR THIS SOLE PROJECT AND SHALL REMAIN THE SOLE PROPERTY OF RANGE ARCHITECTURE AND DESIGN AND THEIR CONSULTANTS. WITHOUT THE SOLE AND EXPRESSED WRITTEN PERMISSION OF RANGE ARCHITECTURE AND DESIGN. REPRODUCTION, DUPLICATION, COPYING, IMITATION, COMMERCIALLY EXPLOITED, OR USE FOR ANY OTHER PURPOSE OTHER THAN FOR THIS SPECIFIC PROJECT IS PROHIBITED. PROHIBITED USE OF THE DESIGN OR THESE DRAWINGS IS SUBJECT TO THE FULL EXTENT OF LEGAL ACTION.



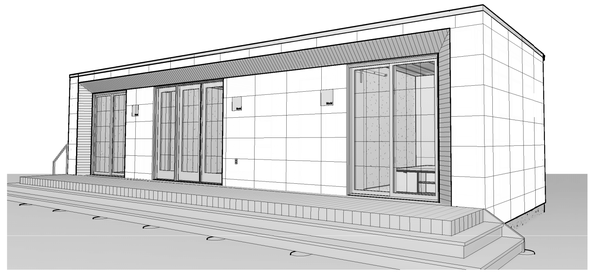
PERSPECTIVE 4



PERSPECTIVE 3



PERSPECTIVE 2



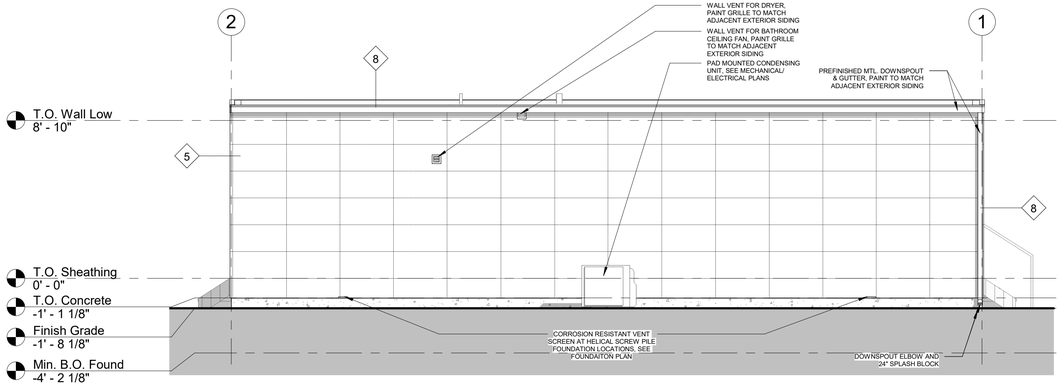
PERSPECTIVE 1

MARK	MATERIAL	MANUFACTURER	COLOR / MODEL #
1	NOT USED	N/A	N/A
2	NOT USED	N/A	N/A
3	VERTICAL WOOD SIDING - 3"	TBD	CLEAR COAT SEALANT
4	HORIZONTAL WOOD SIDING - 3"	TBD	CLEAR COAT SEALANT
5	METAL PANEL	TBD	18" X 36" PANELS, EXPOSED FASTENERS, BLACK
6	PLASTERED FOUNDATION WALL	TBD	COLOR TO MATCH EXTERIOR SIDING
7	MTL. ROOF FLASHING	TBD	BLACK
8	ALUM. GUTTER AND DOWNSPOUT	TBD	BLACK
9	STEEL HANDRAIL	TBD	POWDERCOAT BLACK
10	STAIR RISER	TBD	STAIN TO MATCH DECK FINISH

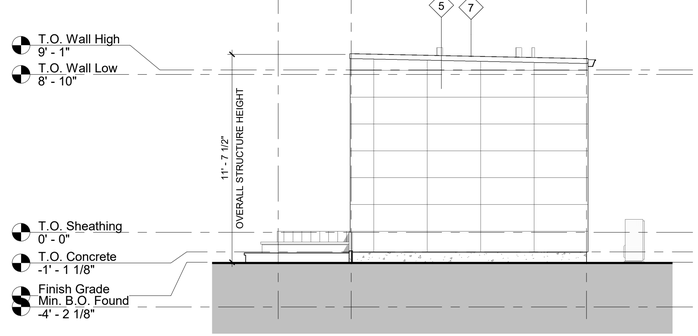
EXTERIOR FINISH SCHEDULE

GENERAL NOTES - ELEVATIONS

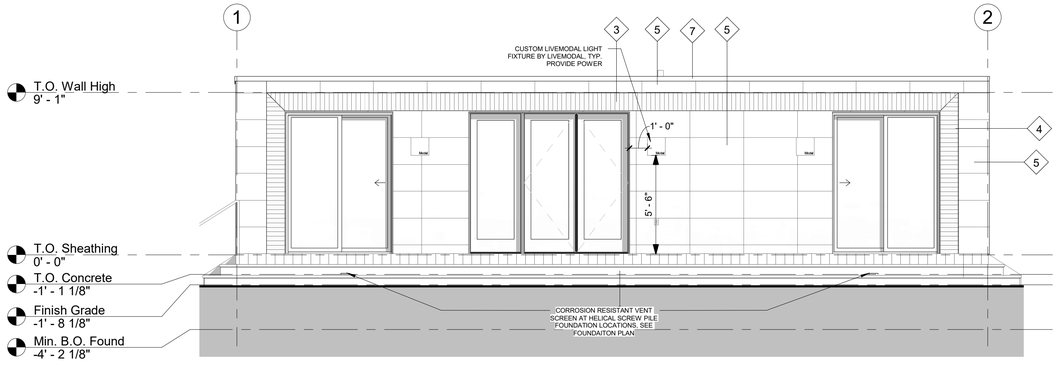
1. WHEN SHOWN IN ELEVATION OR SECTION, ALL DIMENSIONS ARE TO TOP OF PLATE, TOP OF CONCRETE OR TOP OF CEMENT-BASED UNDERLAYMENT, U.N.O.
2. DO NOT SCALE DRAWINGS, WRITTEN DIMESNSIONS GOVERN.
3. ALL CLEAR DIMENSIONS ARE NOT TO BE ADJUSTED WITHOUT APPROVAL OF THE ARCHITECT.



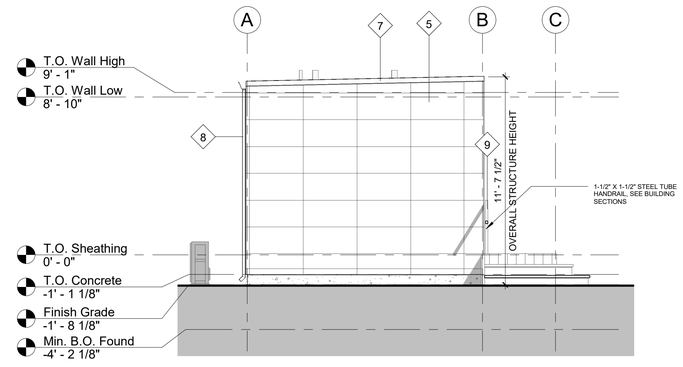
04 EAST ELEVATION
1/4" = 1'-0"



03 SOUTH ELEVATION
1/4" = 1'-0"



02 WEST ELEVATION
1/4" = 1'-0"



01 NORTH ELEVATION
1/4" = 1'-0"

RANGE
RANGE ARCHITECTURE | DESIGN
3345 EAST HERMES DRIVE SLC, UT 84124
WWW.RANGEARCHITECTURE.COM 801.694.3950

STATE OF UTAH
DEREK WILSON
6590983-0301
05/12/2020
LICENSED ARCHITECT

LIVEMODAL
155 S STATE STREET SLC, UT 84102
WWW.LIVEMODAL.COM

Modal

MODAL 02 GUESTHOUSE
3646 E Viewcrest Circle, Salt Lake City, UT 84124

REVISIONS

REZONE	05/12/2020

REVISION SETS

MARK	DATE

PLOT DATE 05/12/2020
PROJECT 2021
DRAWN BY IK
CHECKED BY N/A

SHEET TITLE

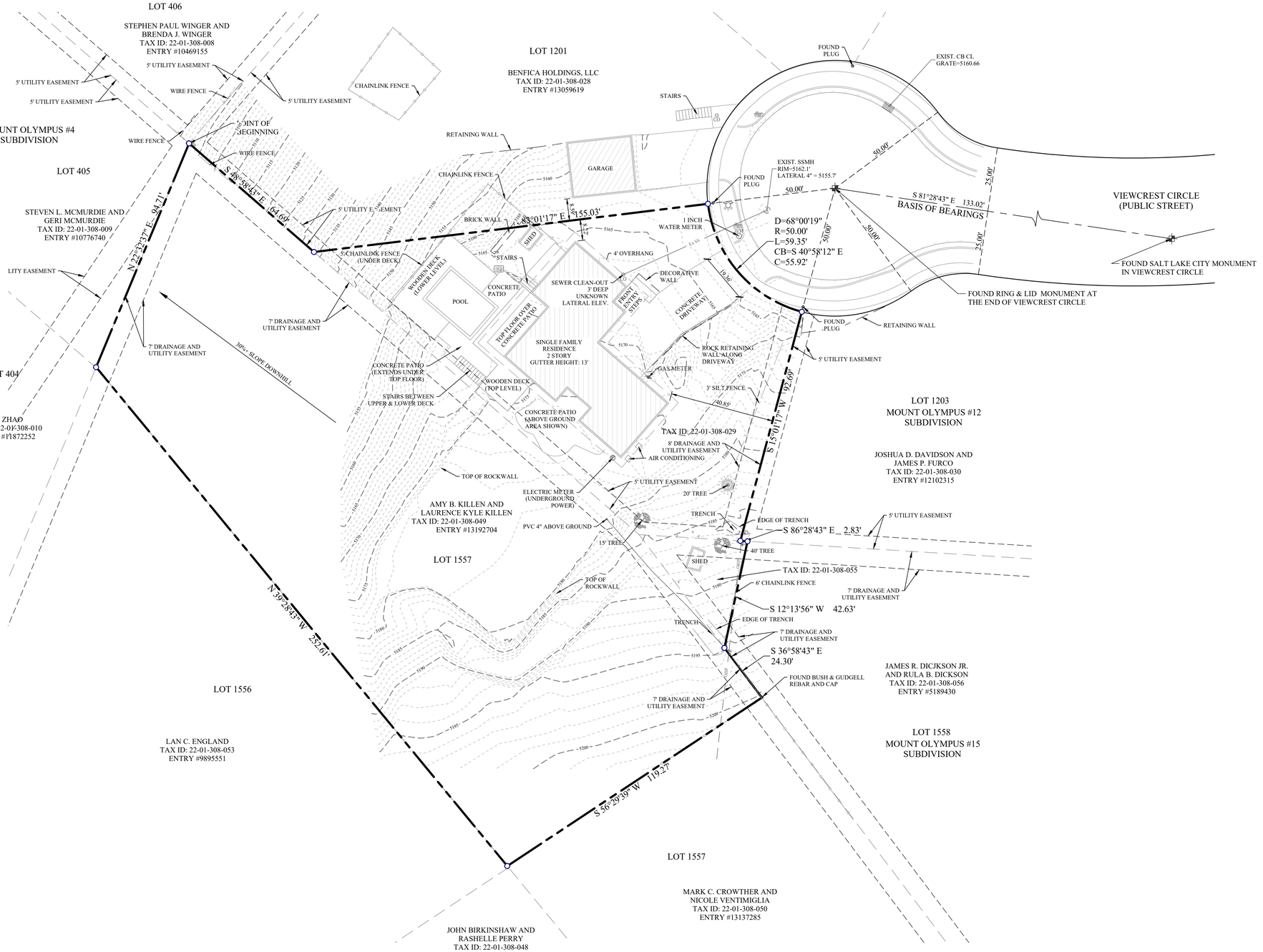
BUILDING ELEVATIONS & 3D VIEWS

A300

KILLEN

BOUNDARY SURVEY:

LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
3646 EAST VIEWCREST CIRCLE, SALT LAKE CITY, UTAH



SURVEYOR'S CERTIFICATE

I, SATTAR N. TABRIZ A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 155100, IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED TRACT OF LAND AND THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

REGISTERED LAND SURVEYOR
NO. 155100
SATTAR N. TABRIZ
12/7/20
STATE OF UTAH

SATTAR N. TABRIZ, PLS.
UTAH LICENSE NO.: 155100
DATE:
HEREIN.

SURVEYOR'S NARRATIVE

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LEGAL DESCRIPTION

PER ENTRY NO. 13192704

BEGINNING AT THE COMMON CORNER OF LOTS 405 AND 406 OF MOUNT OLYMPUS HILLS NO. 4 AND LOT 1557 OF MT OLYMPUS HILLS NO 15, SAID POINT ALSO BEING NORTH 1792.857 FEET AND EAST 719.346 FEET FROM THE SOUTHWEST CORNER OF SECTION 1, T.2.S. R1.E. SLB&M; THENCE SOUTH 49°00'00" EAST 64.69 FEET TO THE NORTH LINE OF LOT 1202 OF MOUNT OLYMPUS HILLS NO 12; THENCE ALONG SAID NORTH LINE NORTH 83°00'00" EAST 155.03 FEET TO THE SOUTHERLY EDGE OF A CUL DE SAC OF VIEW CREST CIRCLE AND THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID ARC HAVING A DELTA OF 67°59'57" A DISTANCE OF 59.34 FEET TO THE NORTH EASTERLY CORNER OF SAID OT 1202; THENCE SOUTH 15°00'00" WEST 92.69 FEET TO THE SOUTH BOUNDARY LINE OF MT OLYMPUS NO 12; THENCE SOUTH 86°30'00" EAST 2.83 FEET ALONG SAID BOUNDARY LINE;THENCE SOUTH 12°12'39" WEST 42.63 FEET TO THE NORTH LINE OF LOT 1557 MT OLYMPUS NO 15; THENCE SOUTH 37°00'00" EAST 24.30 FEET TO A FOUND B&G REBAR/CAP; THENCE SOUTH 56°28'22" WEST 119.58 FEET TO A FOUND B&G REBAR/CAP MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 39°30'00" WEST 252.90 FEET TO THE SUB BOUNDARY LINE OF MT OLYMPUS NO 15; THENCE NORTH 22°31'20" EAST 95.12 FEET (RECORD 97.71 FEET) TO THE POINT OF BEGINNING.

MAP LEGEND

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- MAJOR CONTOUR
- MINOR CONTOUR

NOTE:
CONTOURS ARE SHOWN IN 1' INTERVALS
TREE CANOPIES ARE SHOWN TO SCALE

N
W E
S

20 0 20 40 60

Scale 1" = 20'

DRAWN BY: LTD
FIELD CREW: BJM
CHECKED BY: SNT
DATE: 1/26/20

CLIENT: LIVEMODAL
DWG: KILLEN_BASE.DWG
JOB No: 6814-LIVEMODAL01-20
DRAWING IS REDUCED IF LESS THAN 22"x34"
DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE.

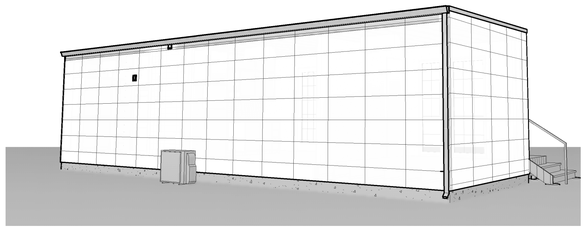
KILLEN
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3646 EAST VIEWCREST CIRCLE, SALT LAKE CITY, UTAH
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

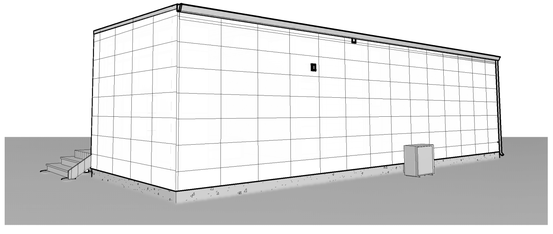
REVISIONS

No.	DATE	BY	REVISION

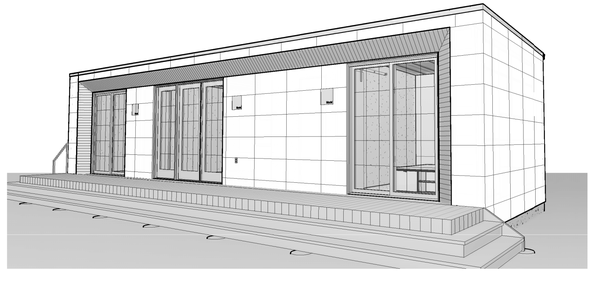
Ward Engineering Group
Planning • Engineering • Surveying
Since 1981
231 West 800 South
Salt Lake City, Utah 84101
www.wardeng.com
tel (801) 487-8040
fax (801) 487-8668

O:\AdV\mmc\LiveModal Boundary Project\Killen\3646 Viewcrest Cir\survey\ACAD\KILLEN_BASE.dwg May 05, 2020 - 1:53pm

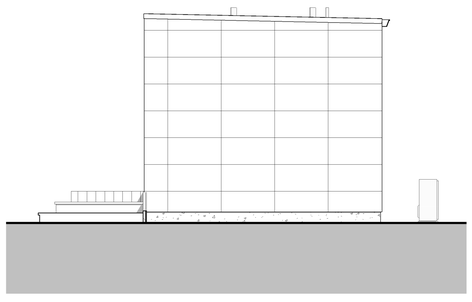


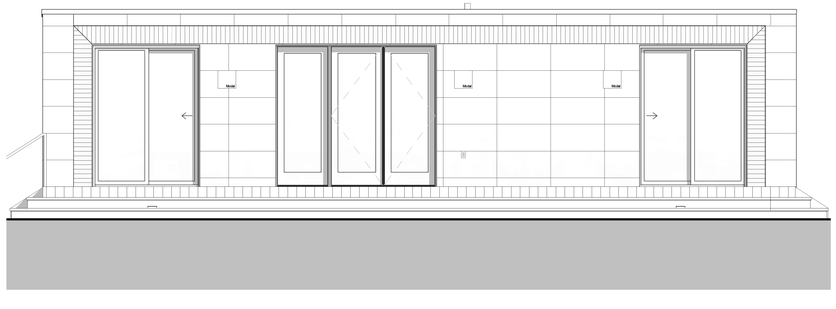


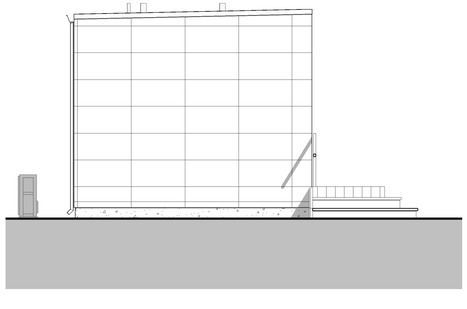









Metal
Metal
Metal



Modal Living, Inc.
132 S. State St.
Salt Lake City, UT 84111
(801) 864-1761
andrea@livemodal.com

21st May 2020

To whom it may concern,

Andrea Palmer of Modal Living, Inc. request on behalf of the property owners, Amy and Kyle Killen, for approval from Millcreek city for a subdivision plat and a rezone to place a detached guest house located in the rear yard of the home at 3646 E Viewcrest Cir. The proposed guest house is approximately 567 square feet in size, measuring approximately 13’ 6” wide x 42’ long. It will be a flat roof structure measuring approximately 11’ 9” in height.

The proposed use of the guest house is as a home for an ailing family member of the Killen family. They have assured that the guest house will not be in use for short- or long-term rentals.

We will be holding a community meeting to discuss the project with residents in the neighborhood to answer any questions you may have. The meeting will be held in the cul-de-sac of the Killen residence at 3646 E Viewcrest Circle at 5:30 PM on Friday, May 29th 2020. We look forward to seeing you there.

Sincerely,

Andrea Palmer

Public Comments

First Name	Gregory
Last Name	ONeil
Address	4531 S Park Hill Dr
City	Millcreek
State	UT
Zip Code	84124
Phone Number	8015058510
Email Address	groneil@yahoo.com
Public Meeting	Planning Commission
Meeting Date	6/17/2020
Comment Subject	ZM-20-006
Public Comment	I support the consolidation of both lots located at 3646 Viewcrest Circle and zoning them as R-1-21. I believe this action will be in the best interest of the neighborhood long-term.
Supporting Documents	*Field not completed.*

Public Comments

First Name	Jennifer
Last Name	Wong
Address	4531 Park Hill Drive
City	Salt Lake City
State	Utah
Zip Code	84124
Phone Number	7039190867
Email Address	jjwong15@yahoo.com
Public Meeting	Planning Commission
Meeting Date	6/17/2020
Comment Subject	Project number ZM-20-006
Public Comment	I fully support the rezoning of 3646 E. Viewcrest Circle into a single R-121 lot. This rezoning removes the possibility of the lots being sold separately and reduces the likelihood of increased traffic in the future.
Supporting Documents	*Field not completed.*

DH

Dana Holmes <dholmesvt@gmail.com>
Tue 6/2/2020 3:54 PM
To: Erin O'kelley

Hello,
I would like to express my support for the guest house being proposed and rezoning of 3646 E. Viewcrest Circle into a single R-121 lot.

I live on this street and am comfortable with the word of the Killens that the structure would not be used for short term rentals. As a resident on this street, I also know that the neighbors would keep an eye out and let city officials know if short term rentals or any non confirming activities occur. However, I do not think this will be necessary.
I think it is admirable that they are making space for family to visit, and I truly do not see a downside to allowing them to do this.
Thank you,
Dana Holmes
3716 Viewcrest Circle

BR

Belva Robbins <belvaerobbins@gmail.com>

Tue 6/2/2020 10:42 AM

To: Erin O'kelley

Sent from Mail for Windows 10

I want to protest the rezoning for Project Number ZM-20-006 at the location of 3646 Viewcrest Circle, Millcreek, Utah, with application for Amy and Kyle Killian % Andrea Palmer. This property is very large due to the extreme slope of the hill. Combining with an another extreme sloped piece of property to built a guest house is a danger to the erosion and copy cat desire of others in the neighborhood. I protest the rezone of R-1-21 to R-1-21. Sincerely, BELVA ROBBINS, 4500 Brockbank Drive, Millcreek, Utah, 84124

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

File # SD-20-015 / ZM-20-007

City Council Staff Report

Meeting Date: **July 27, 2020**
Applicant: **Craig Jacobs**
Property Address: **3500 Hillside Ln**

Parcel ID: **16-34-227-018**

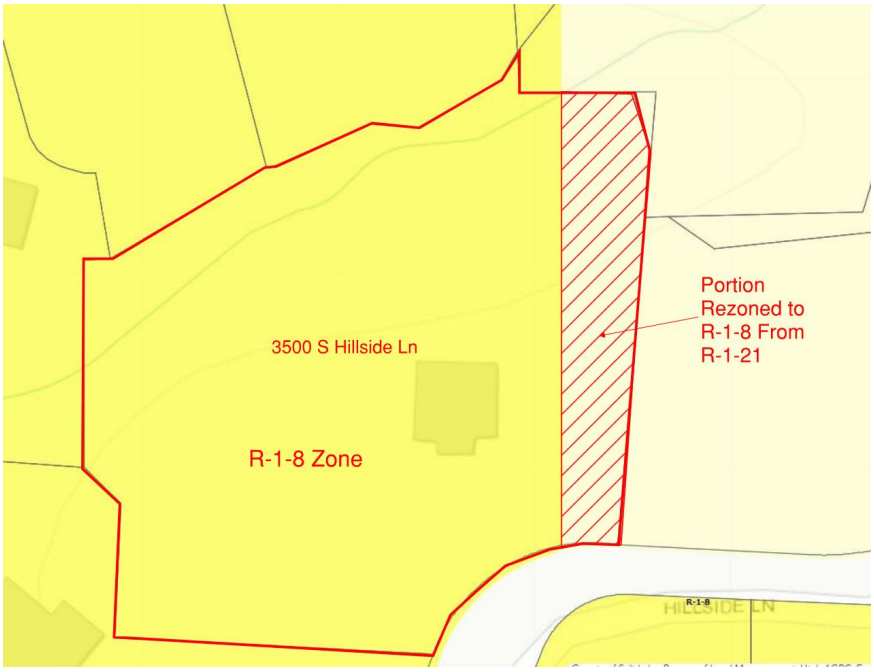
Request:	**ZM-20-007 Rezone property located at 3500 Hillside from R-1-21 to R-1-8.**
Zone:	**R-1-8/R-1-21**
Prepared By:	**Erin O'Kelley, Planner**

SYNOPSIS AND SCOPE OF DECISION

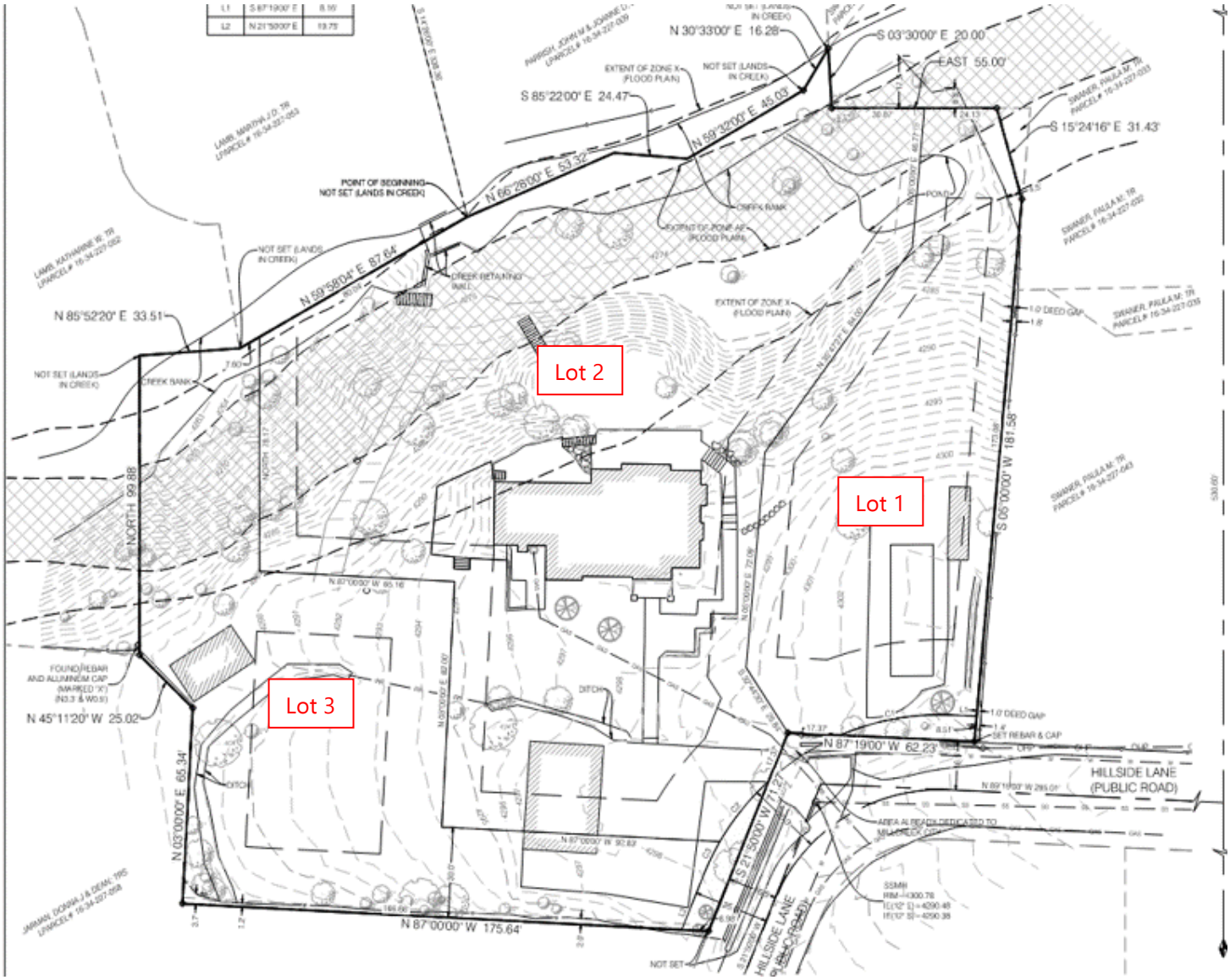
Applicant is requesting preliminary plat approval for a 3-lot subdivision, 2 traditional lots that front Hillside Ln and one flag-lot with access off Hillside Ln. The lots will meet the minimum requirements of the R-1-8 zone. A portion of the property has historically been zoned R-1-21 since as far as staff can research. No legal description can be found to accurately determine the boundary of the zone.

18.20.040 All lots shown on the proposed subdivision must conform to the minimum requirements of the zoning title for the zone in which the subdivision is located.

Millcreek City is requiring a rezone application associated with the proposed subdivision due to the fact the property located at 3500 Hillside is currently a split zoned parcel. A portion of the lot is zoned R-1-21. The proposed subdivision was created to comply with the minimum lot standards for the R-1-8 zone which is most of the property. For the subdivision to meet all applicable zoning and subdivision requirements the entire parcel needs to be zoned R-1-8.

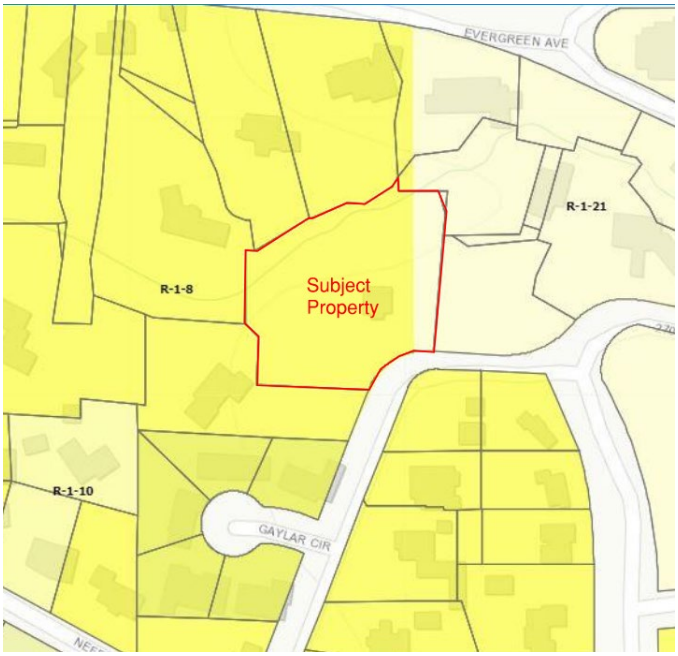


Proposed plat for subdivision of 3 lots. 2 lots front along 3500 Hillside, 1 lot being a flag lot.



SITE VICINITY AND DESCRIPTION

The subject property lies within the East Mill Creek Community Council District and District 4 of the Millcreek City Council. The neighborhood is almost completely zoned for single-family use. The zones in the neighborhood range from R-1-8, R-1-10 and R-1-21. The adjacent properties to the subject property have not been platted in a subdivision. The lot shapes in this neighborhood are very irregular. This property abuts the Millcreek Creek that is located within a FEMA floodplain. The property has an irrigation canal running on the South side of the lot. The properties topography is flatter on the South side and decreases in elevation as the property goes North toward the Creek. The steepness of the slope varies as the property goes East to West. See attached proposed preliminary plat for details.



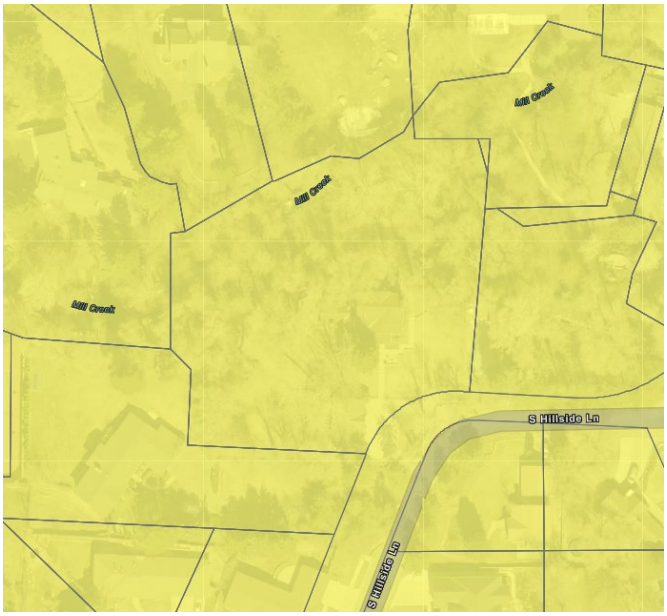


Single—Family house to remain on "lot 2" of the proposed subdivision.

GENERAL PLAN CONSIDERATIONS

The Millcreek Future Land Use Map identifies this property as Neighborhood 1. Neighborhood 1 is designated as low-density residential uses, 1-2 stories in height typically sinlge-family lots.

The proposed use will be in harmony with the neighborhood 1 definition and the Millcreek General Plan in addition to compliance with Title 18 & 19 of the Millcreek Code.



NEIGHBORHOOD RESPONSE

Many residents that live in the immediate area have shared their concern for the proposed development. Staff has complied all submitted public comments and they are attached in this staff report. The public comments and concerns are summarized below:

Comments in Opposition of the proposed rezone and subdivision:

- Opposed to rezone proposal that would increase density.
- Opposed to development that will reduce the number of mature trees in the neighborhood.
- Hillside Ln is unsafe for increased traffic.
- Hillside Ln is not safe for pedestrians and cyclists.
- Opposed to adding two more driveways at the bend of Hillside Ln.
- Opposed to the increased congestion of traffic on Hillside Ln.
- Hillside is too narrow for proper traffic circulation and safety of pedestrians.
- Construction of the two additional houses would render Hillside Ln not accessible for a period.
- Concern for homes with incompatible designs to the neighborhood.
- Concern about access to the proposed lots.
- Concern about incompatible lot design.
- Concern about noise increase especially during construction.
- Concern of development near the creek.

Comments in Support of the proposed rezone and subdivision:

- Support the density increase.

Staff has received comments from 11 residents in total regarding the proposed subdivision and rezone. Most residents were in opposition. Not every resident specifically addresses the rezone application or subdivision application but generally were in opposition of the subdivision.

DEVELOPMENT AGREEMENT CONSIDERATIONS

Staff is not recommending a development agreement at this point.

COMMUNITY COUNCIL RESPONSE

The East Millcreek Community Council **voted to recommend approval** of the proposed rezone ZM-20-007.

PLANNING COMMISSION RESPONSE

At their regularly scheduled meeting on July 15, 2020 the Millcreek Planning Commission voted to **recommend approval** of the proposed rezone ZM-20-007.

PLANNING STAFF ANALYSIS AND FINDINGS

The proposed subdivision has done a preliminary review by Millcreek Staff and has been determined to meet the applicable requirements to record the new lots. Staff finds that the proposed subdivision will be in harmony with Millcreek Title 18 Subdivision ordinance as well as the underlying zoning. The proposed lots will accommodate single-family development that will be in harmony with Title 19 Zoning chapter of the Millcreek Code more specifically 19.14 R-1 zone regulations & 19.71 Residential Compatibility Overlay Zone.

The proposed zone change will be in harmony with the future land use map Neighborhood 1 designation for low density residential housing. Any development on the proposed lots will be regulated by chapters 19.14 & 19.71 that regulate development in single-family zone limiting height, size, lot, coverage and other applicable regulations.

The proposed plat will go through a final technical review process to receive approvals from all affected entities and any regulation required by those entities will be recorded on the new plat, such as a but not limited to any FEMA floodplain requirements, storm drain requirements, restrictions to the buildable area, recording of any required easements and other regulations mitigate issues of concern required by code.

The proposed zone change is compatible with the surrounding zoning on adjacent lots and will not be spot zone. The proposed zone change with be in harmony with how the neighborhood has been zoned for a greater period of 10 years.

As a result of the subdivision plat and the creation of two new single-family lots the applicant is required to install all public improvements along the street as deemed by the Millcreek Public Works department and other affected entities. The installation of the following improvements include, but are not limited to, sidewalk, curb,

and gutter, any widening of the road required and the rerouting of the irrigation canal along the side of the road as determined by the irrigation canal owners.

PLANNING STAFF RECOMMENDATION & MODEL MOTION (ZM-20-007)

Staff recommends to the Millcreek Planning Commission to recommend approval of the proposed rezone of certain property located at 3500 S Hillside from R-1-8 & R-1-21 to only R-1-8.

SUPPORTING DOCUMENTS

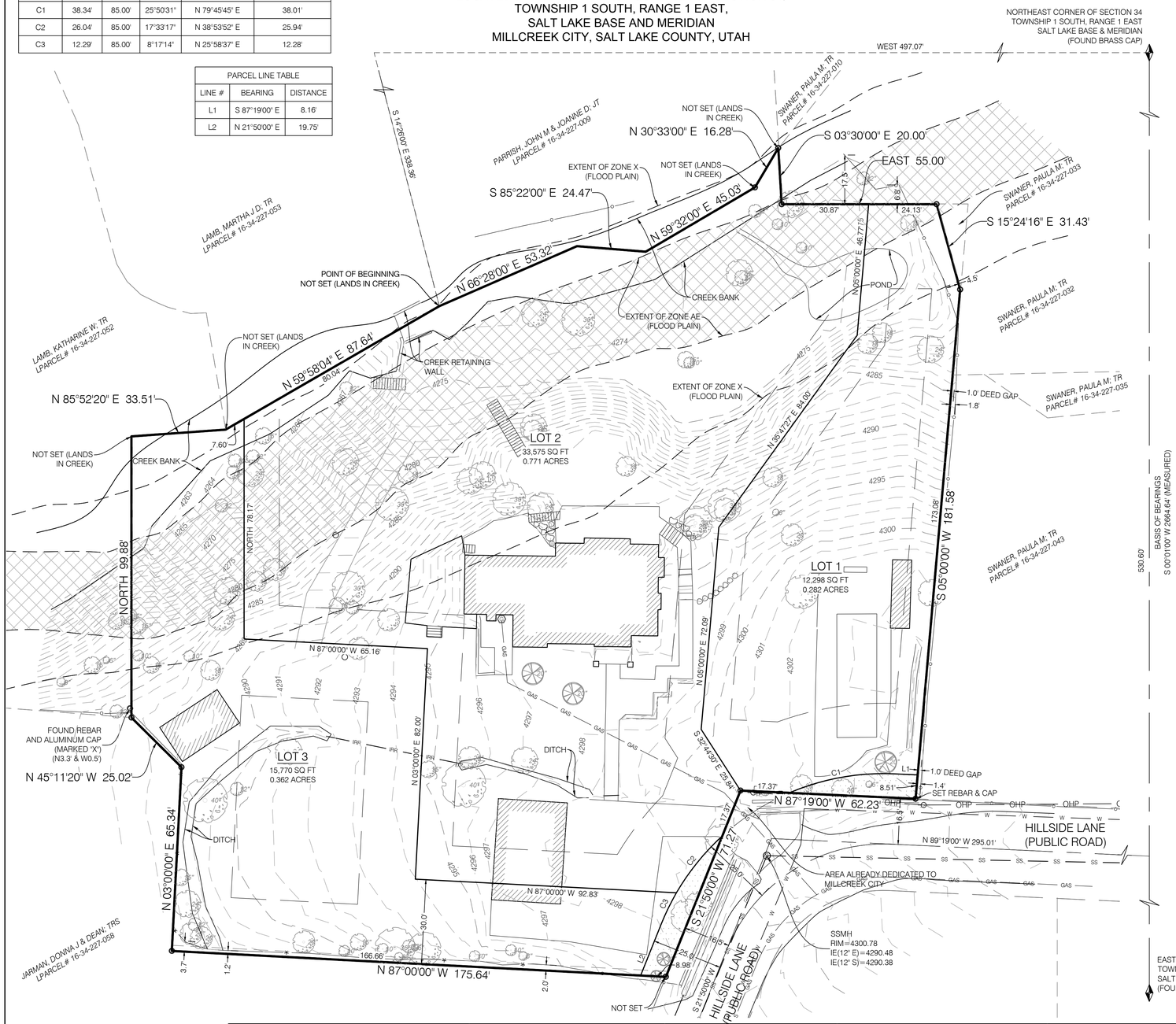
1. Preliminary plat and civil plans.
2. Community Council Recommendation
3. Public Comments

BOURNEBROOK SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
MILLCREEK CITY, SALT LAKE COUNTY, UTAH

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	38.34'	85.00'	25°50'31"	N 79°45'45" E	38.01'
C2	26.04'	85.00'	17°33'17"	N 38°53'52" E	25.94'
C3	12.29'	85.00'	8°17'14"	N 25°58'37" E	12.28'

PARCEL LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 87°19'00" E	8.16'
L2	N 21°50'00" E	19.75'



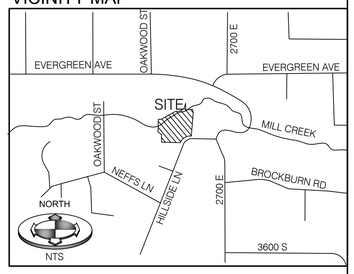
NORTH

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.

VICINITY MAP



LEGEND

- EXISTING STREET MONUMENT
- BOUNDARY CORNER (SET ⅝ REBAR AND CAP MARKED "BENCHMARK ENG.") (UNLESS OTHERWISE NOTED)
- CENTERLINE OF ROAD
- LOT LINE
- RIGHT OF WAY LINE
- BOUNDARY LINE
- ADJACENT PROPERTY
- EASEMENT LINE
- SETBACK LINE
- PUE — PUBLIC UTILITY EASEMENT
- EX. FIRE HYDRANT
- DEDICATION AREA TO MILLCREEK CITY
- FLOOD PLAIN

SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7240531 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, A RECORD OF SURVEY PREPARED BY BENCHMARK ENGINEERING AND LAND SURVEYING, LLC. HAS BEEN FILED AT THE SALT LAKE COUNTY SURVEYOR'S OFFICE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO A LOT HEREAFTER TO BE KNOWN AS:

BOURNEBROOK SUBDIVISION

DESCRIPTION

BEGINNING AT A POINT WEST 497.07 FEET AND SOUTH 14°26'00" EAST 338.36 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARINGS BEING SOUTH 00°01'00" WEST 2664.64 FEET FROM SAID NORTHEAST CORNER TO THE EAST QUARTER CORNER OF SAID SECTION 34); AND RUNNING THENCE NORTH 66°28'00" EAST 53.32 FEET; THENCE SOUTH 85°22'00" EAST 24.47 FEET; THENCE NORTH 59°32'00" EAST 45.03 FEET; THENCE NORTH 30°33'00" EAST 16.28 FEET; THENCE SOUTH 03°30'00" EAST 20.00 FEET; THENCE EAST 55.00 FEET; THENCE SOUTH 15°24'16" EAST 31.43 FEET; THENCE SOUTH 05°00'00" WEST 181.58 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HILLSIDE LANE; THENCE NORTH 87°19'00" WEST 62.23 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 21°50'00" WEST 71.27 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 87°00'00" WEST 175.64 FEET; THENCE NORTH 03°00'00" EAST 65.34 FEET; THENCE NORTH 45°11'20" WEST 25.02 FEET; THENCE NORTH 99.88 FEET; THENCE NORTH 85°52'20" EAST 33.51 FEET; THENCE 59°58'04" EAST 87.64 FEET TO THE POINT OF BEGINNING.

PROFESSIONAL LAND SURVEYOR
5/21/2020
7240531
BRIAN A. LINAM
STATE OF UTAH

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(s) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

BOURNEBROOK SUBDIVISION

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED ALSO DO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN AND/OR NOTED HEREON.IN WITNESS WHEREBY WE/I HAVE HEREUNTO SET OUR HAND(S) THIS _____DAY OF_____, A.D. 20___.

TUSCAN LAND COMPANY, LLC

_____
SIGNATURE

BY (PRINT NAME):_____
ITS: _____

LLC ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.

ON THIS ___DAY OF _____, IN THE YEAR 20___, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, THE _____OF TUSCAN LAND COMPANY, LLC AND PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION AND CONSENT REGARDING BOURNEBROOK SUBDIVISION, AND WAS SIGNED BY HIM/HER ON BEHALF OF SAID TUSCAN LAND COMPANY, LLC AND ACKNOWLEDGED THAT HE EXECUTED THE SAME.

COMMISSION NUMBER:_____ _____
(PRINT NAME)
MY COMMISSION EXPIRES:_____ _____
(SIGNATURE) A NOTARY PUBLIC COMMISSIONED IN UTAH

DEVELOPER/OWNER:
NAME: CRAIG JACOBS
PHONE NO.: 214-263-6334
EMAIL: DRCOJ8@GMAIL.COM
PROJECT ADDRESS:
3500 S. HILLSIDE LANE
MILLCREEK, UT

PUBLIC UTILITY APPROVAL

CENTURY LINK:_____ DATE:_____
COMCAST:_____ DATE:_____
ROCKY MTN POWER:_____ DATE:_____
DOMINION ENERGY:_____ DATE:_____
OTHER:_____ DATE:_____

UNIFIED FIRE AUTHORITY APPROVAL

_____ _____
SIGNED DATE

ADDRESSING APPROVAL

_____ _____
SIGNED DATE

MILLCREEK ENGINEERING

_____ _____
SIGNED DATE

RECORD OF SURVEY

R.O.S. NO.: XXXXXXXXXX

_____ _____
COUNTY SURVEYOR DATE

BOURNEBROOK SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
MILLCREEK CITY, SALT LAKE COUNTY, UTAH

SHEET 1 OF 1

BENCHMARK CIVIL

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED AS TO FORM THIS_____DAY OF _____, A.D. 20___.

_____
DIRECTOR, COUNTY HEALTH DEPARTMENT

CHECK FOR ZONING COMPLIANCE

ZONE:_____ LOT AREA:_____
LOT WIDTH:_____ FRONT YARD:_____
SIDE YARD:_____ REAR YARD:_____

_____ _____
SIGNED DATE

MILLCREEK PLANNING COMMISSION

APPROVED THIS_____DAY OF _____, A.D. 20___, BY THE MILLCREEK PLANNING COMMISSION.

_____
MILLCREEK PLANNING COMMISSION

MILLCREEK COMMUNITY DEVELOPMENT DEPT.

APPROVED THIS_____DAY OF _____, A.D. 20___. BY MILLCREEK PLANNING AND DEVELOPMENT DEPARTMENT.

_____
MILLCREEK COMMUNITY DEVELOPMENT DIRECTOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS_____DAY OF _____, A.D. 20___.

_____
MILLCREEK ATTORNEY

MILLCREEK MAYOR

PRESENTED TO THE MAYOR AND MILLCREEK COUNCIL THIS_____DAY OF _____, A.D. 20___, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

_____ _____
MAYOR ATTEST: CITY RECORDER

SEAL

SALT LAKE COUNTY RECORDER

RECORDED #_____

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____
DATE_____TIME_____BOOK_____PAGE_____

_____ _____
FEE $ DEPUTY, SALT LAKE COUNTY RECORDER

2005095sp.dwg

BOURNEBROOK SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
MILLCREEK CITY, SALT LAKE COUNTY, UTAH

"PRELIMINARY PLAT"

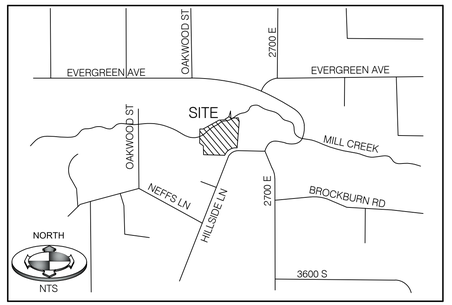
GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.

NORTH





VICINITY MAP
N.T.S

CRAIG JACOBS
3500 S HILLSIDE LN
MILLCREEK, UTAH
PHONE #:972-279-1200
email: craig@children1stDental.com

DRAWING INDEX

COVER	COVER SHEET
CGN.01	GENERAL NOTES, LEGEND & ABBREVIATION
CGN.02	SALT LAKE CITY PUBLIC UTILITIES NOTES
CSP.01	SITE PLAN
CUP.01	UTILITY PLAN
CGD.01	GRADING & DRAINAGE PLAN
CPP.01	PLAN AND PROFILE
CEP.01	EROSION CONTROL PLAN
CEP.02	EROSION CONTROL DETAILS
CDT.01	DETAILS & NOTES

CIVIL CONSTRUCTION PLANS

"PRELIMINARY PLAT"

BENCHMARK CIVIL

PRELIMINARY PLAN NOT FOR CONSTRUCTION

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BOURNEBROOK SUBDIVISION
3500 S HILLSIDE LANE
MILLCREEK, UT

DRAFT: MNJ	DESIGN: AGB	CHECK: MCP
DATE: 05/29/2020	DATE: 05/29/2020	DATE: 05/29/2020

No.	DATE	DESCRIPTION

PROJECT NO. 2005095

COVER

1 OF 10

BENCHMARK ENGINEERING CONTACT: M. CHRIS POULSEN, PE

"PRELIMINARY PLAT"

LINETYPES:

NEW / EXISTING

- SECTION LINE
- PROPERTY LINE
- ADJACENT PL or LOT LINES
- RIGHT-OF-WAY LINE
- CENTERLINE of ROAD
- EASEMENT LINE
- CURB & GUTTER
- EDGE OF ASPHALT
- FENCE / WALL, STONE
- FENCE, BLOCK
- FENCE, BRICK
- FENCE, CHAIN
- FENCE, IRON
- FENCE, VINYL
- FENCE, WIRE (X)
- FENCE, WOOD
- INDEX CONTOUR LINE (4475)
- INTERMEDIATE CONTOUR LINE
- SPOT ELEVATION (XX.XX TOC)
- SANITARY SEWER LINE (SS)
- STORM DRAIN LINE (SD)
- WATER LINE (W)
- IRRIGATION LINE (IRR)
- OVERHEAD POWER LINE (OHP)
- UNDERGROUND POWER LINE (UG)
- GAS LINE (GAS)
- TELEPHONE LINE (T)
- CABLE TELEVISION LINE (CATV)
- DRAINAGE / DITCH CENTERLINE
- TREE LINE EDGE
- FIBER OPTIC LINE (FO)
- PROPOSED ASPHALT
- PROPOSED CONCRETE

SYMBOLS:

NEW / EXISTING

- SECTION CORNER (FOUND)
- SECTION CORNER (NOT FOUND)
- STREET MONUMENT (FOUND)
- STREET MONUMENT (NOT FOUND)
- BRASS CAP MONUMENT
- POWER POLE & OVERHEAD POWER
- LIGHT POLE
- GUY WIRE
- TELEPHONE MANHOLE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- DIRECTION OF DRAINAGE
- WATER MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- IRRIGATION VALVE
- GAS MANHOLE
- TREE

ABBREVIATIONS

BC	BAR & CAP
BOW	BOTTOM OF VISIBLE WALL
COR.	SECTION CORNER
CB	CATCH BASIN
CF	CUBIC FEET
D	DELTA ANGLE
EG	EXISTING GROUND
EOA	EDGE OF ASPHALT
EOC	EDGE OF CONCRETE
EX	EXISTING
FFE	FINISH FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
GB	GRADE BREAK
GW	GUY WIRE
HW	HEAD WALL
I.E.	INVERT ELEVATION
LIP	LENGTH OF CURVE
L	LIP OF CURB
LF	LINEAR FEET
LP	LOW POINT
M-M	MONUMENT TO MONUMENT
MH	MANHOLE
MON.	SURVEY MONUMENT
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PP	POWER POLE
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS OF CURVE
RR	RAILROAD
ROW	RIGHT-OF-WAY
R/W	RIGHT-OF-WAY
SMH	SEWER MANHOLE
SD	STORM DRAIN
SF	SQUARE FEET
TBC	TOP BACK OF CURB
TMH	TELEPHONE MANHOLE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOOTING
TOE	TOE OF SLOPE
TOG	TOP OF GRATE
TOP	TOP OF SLOPE
TOW	TOP OF WALL
TR	TELEPHONE RISER
UGP	UNDERGROUND POWER
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
WM	WATER METER
WV	WATER VALVE



NOTE:

IN THE EVENT THAT THE CONSTRUCTION NOTES CONFLICT WITH RESPONSIBLE DISTRICT OR AGENCY STANDARDS NOTES AND SPECIFICATIONS, THE DISTRICT OR AGENCY STANDARD NOTES AND SPECIFICATIONS GOVERN.

CAUTION NOTICE TO CONTRACTORS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY: THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS; AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AN HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

CONSTRUCTION NOTES

RESPONSIBLE DISTRICTS OR AGENCIES AND APPLICABLE STANDARDS
CITY OR COUNTY- MILLCREEK CITY
WATER UTILITY COMPANY- SALT LAKE CITY PUBLIC UTILITIES
SEWER- MOUNT OLYMPUS SEWER DISTRICT
STORM DRAIN/GROUNDWATER- MILLCREEK PUBLIC UTILITIES
ELECTRICAL- ROCKY MOUNTAIN POWER
TELEPHONE- CENTURY LINK/COMCAST
NATURAL GAS- DOMINION ENERGY

APPLICABLE STANDARDS: APWA 2017 STANDARDS AND MILLCREEK CITY STANDARDS

GENERAL

1. ALL MATERIALS AND CONSTRUCTION IN THE PUBLIC RIGHT OF WAY SHALL BE IN ACCORDANCE WITH RESPONSIBLE DISTRICT OR AGENCY.

2. CONTRACTOR AND APPLICABLE SUBCONTRACTORS SHALL ATTEND ALL PRE-CONSTRUCTION CONFERENCES AND PERIODIC PROGRESS MEETINGS. PRIOR TO ANY WORK BEING PERFORMED, THE CONTRACTOR SHALL CONTACT RESPONSIBLE DISTRICT OR AGENCY FOR A PRE-CONSTRUCTION CONFERENCE. CONTRACTOR SHALL ALSO NOTIFY THE APPROPRIATE PROJECT CONTACTS (48) HOURS IN ADVANCE OF SAID MEETING.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC SAFETY AND OSHA STANDARDS.

4. THE CONTRACTOR SHALL FAMILIARIZE HIM/HER SELF WITH THE PLANS, THE GEOLOGY REPORTS AND THE SITE CONDITIONS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL INSPECT THE SITE OF WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK.

CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID.

SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT.

THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.

5. ALL WORK SHALL COMPLY WITH THE AMERICAN PUBLIC WORKS ASSOCIATION UTAH CHAPTER (APWA) MANUAL OF STANDARD SPECIFICATIONS 2017 EDITION AND THE MANUAL OF STANDARD PLANS 2017 EDITION. SAID STANDARD SPECIFICATIONS AND PLANS SHALL BE SUBSIDIARY TO MORE STRINGENT REQUIREMENTS BY APPLICABLE LOCAL JURISDICTION.

6. THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR, IT SHALL BE EXPECTED THAT THE PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE.

THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS ON THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN REGULAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR PECULIAR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHT-OF-WAY, EASEMENTS, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL OBTAIN APPROPRIATE PERMITS WHERE APPLICABLE FOR ANY WORK DONE WITHIN RIGHT-OF-WAY OR EASEMENTS FROM THE CITY AND/OR UDOT. CONTRACTOR SHALL NOTIFY CITY, COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMUNICATING THE WORK, OR AS REQUIRED BY SAID PERMITS.

8. CONSTRUCTION STAKING FOR GRADING, CURB, GUTTER, SIDEWALK, SANITARY SEWER, STORM DRAIN, WATER, AND ELECTROLIERS SHALL BE DONE BY THE OWNER'S SURVEYOR. THE CONTRACTOR SHALL NOTIFY THE SURVEYOR FORTY-EIGHT (48) HOURS IN ADVANCE OF THE NEED FOR STAKING. ANY STAKING REQUESTED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS THAT IS ABOVE AND BEYOND STANDARD STAKING NEEDS, WILL BE SUBJECT TO AN EXTRA WORK BACK CHARGE TO THE CONTRACTOR. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.

9. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR REINSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

11. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT OF EXISTING IMPROVEMENTS AND ANYTHING THAT HAS ALREADY BEEN CONSTRUCTED. THERE WILL BE NO EXTRA COST DUE THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AFTER PROPER BACKFILLING AND/OR CONSTRUCTION, WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.

12. THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL MECHANICAL; ELECTRICAL AND INSTRUMENTATION EQUIPMENT; PIPING AND CONDUITS; STRUCTURES AND OTHER FACILITIES. THE AS-BUILTS OF THE ELECTRICAL SYSTEM SHALL INCLUDE THE STREET LIGHT LAYOUT PLAN SHOWING LOCATION OF LIGHTS, CONDUITS, CONDUCTORS, POINTS OF CONNECTIONS TO SERVICES, PULLBOXES, AND WIRE SIZES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR.

13. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO ENGINEER. ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATION REDLINES AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

UTILITIES

14. CONTRACTOR TO SPACE UTILITIES TO PROVIDE MINIMUM DISTANCES AS REQUIRED BY LOCAL, COUNTY, STATE, AND INDIVIDUAL UTILITY CODES.

15. ALL UTILITES INSTALLED IN ACCORDANCE WITH THE RESPONSIBLE DISTRICTS OR AGENCIES STANDARDS AND SPECIFICATIONS.

16. COORDINATE ALL SERVICE LATERAL AND BUILDING CONNECTIONS WITH CORRESPONDING ARCHITECTURAL, MECHANICAL OR ELECTRICAL DRAWING FOR LOCATION AND ELEVATION. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE ENCOUNTERED.

17. ALL STORM DRAIN MANHOLES AND CATCH BASINS ARE TO BE PRECAST CONCRETE FROM APPROVED LOCAL MANUFACTURER UNLESS OTHERWISE NOTED. AND COMPLY WITH CITY/COUNTY STANDARD

18. ALL STORM WATER CONVEYANCE PIPING TO BE RCP - CLASS 3 OR ADS HDPE PIPE OR EQUAL UNLESS OTHERWISE NOTED.

19. ALL ELECTRICAL CONDUITS/LINES TO BE PVC SCH 40 OR BETTER.

20. ALL GAS LINES TO BE HDPE WITH COPPER TRACER WIRE AND DETECTA TAPE. TERMINATE TRACER WIRE AT APPROVED LOCATIONS.

21. ALL GAS LINE TAPS, VALVES AND CAPS TO BE FUSED USING ELECTRO - FUSION TECHNOLOGY.

22. ALL PHONE AND TV CONDUITS TO BE PVC SCH 40 OR BETTER.

23. NO GROUNDWATER OR DEBRIS TO BE ALLOWED TO ENTER THE NEW PIPE DURING CONSTRUCTION. THE OPEN END OF ALL PIPES IS TO BE COVERED AND EFFECTIVELY SEALED AT THE END OF EACH DAYS WORK.

24. THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4' OR MORE AND SHALL COMPLY WITH INDUSTRIAL COMMISSION OF UTAH SAFETY ORDERS SECTION 68 - EXCAVATIONS, AND SECTION 69 - TRENCHES, ALONG WITH ANY LOCAL CODES OR ORDINANCES.

25. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E. SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATION OF SUCH AN INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

26. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS FOR H-20 LOAD REQUIREMENTS.

27. ACTUAL CONNECTIONS TO EXISTING WATER LINES WILL NOT BE PERMITTED PRIOR TO THE COMPLETION OF STERILIZATION AND TESTING OF NEW WATER MAINS. ALL EXISTING WATER VALVES TO BE OPERATED UNDER THE DIRECTION OF THE CITY/COUNTY PUBLIC WORKS DEPARTMENT PERSONNEL ONLY.

28. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE INSPECTED, TESTED, AND APPROVED BY AUTHORITIES HAVING JURISDICTION PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK, AND STREET PAVING.

SEWER

29. ALL SEWER LINE TO BE FLUSHED, PRESSURE TESTED TO 5 PSI VIDEO INSPECTED AND OTHERWISE TESTED IN ACCORDANCE WITH DISTRICT STANDARDS PRIOR TO PLACING IN SERVICE.

30. ALL SEWER PIPES ARE TO BE SDR-35 PVC PIPE.

31. SEWER MANHOLES, LATERALS AND CLEANOUTS TO BE INSTALLED PER RESPONSIBLE DISTRICT OR AGENCY STANDARDS. THE UNIT COST OF THE SEWER LATERAL INCLUDES CONNECTION TO THE SEWER MAIN. THE CLEANOUT RISER FOR EACH SERVICE SHALL BE INSTALLED BY THE CONTRACTOR.

32. DURING CONSTRUCTION OF THE SEWERLINE, WYES NEED TO BE INSTALLED FOR THE LATERALS. LATERALS ARE 4" AND NEED TO COME IN AT THE TOP OF THE PIPE WITH A WYE. (SEE RESPONSIBLE DISTRICT OR AGENCY STANDARDS)

WATER

33. WATERLINES TO BE PVC C-900. WATER LINES SHALL BE A MINIMUM OF 10' HORIZONTALLY FROM SEWER MAINS. CROSSINGS SHALL MEET STATE HEALTH STANDARDS. (MECHANICAL JOINTS REQUIRED WHEN LESS THAN 18" VERTICAL OR TEN FEET HORIZONTAL SEPARATION FROM SEWERLINE)

34. ALL WATERLINES SHALL BE 8" MINIMUM SIZE AND SERVICE LATERALS SHALL BE 1-1/2" MINIMUM UNLESS OTHERWISE NOTED.

35. WATER SERVICE LATERALS TO INCLUDE ALL BRASS SADDLE; CORP. STOP LATERAL, DOUBLE CHECK VALVE AND BACKFLOW PREVENTION DEVICE, AND SHUTOFF VALVE IN BOX NEAR BUILDING EDGE.

36. ALL WATERLINES SHALL BE 48" BELOW FINISH GROUND TO TOP OF PIPE. ALL VALVE BOXES AND MANHOLES SHALL BE RAISED OR LOWERED TO FINISH GRADE AND SHALL INCLUDE A CONCRETE COLLAR IN PAVED AREAS. ALL WATER LINES SHALL BE LOOPED AROUND GRAVITY LINES OR ROPED PER RESPONSIBLE DISTRICT OR AGENCY INSPECTOR.

37. CONTRACTOR TO NOTIFY RESPONSIBLE DISTRICT OR AGENCY FOR CHLORINE TEST PRIOR TO FLUSHING LINES, CHLORINE LEFT IN PIPE 24 HRS. MINIMUM WITH 25 PPM RESIDUAL. ALL TURNING OF MAINLINE VALVES, CHLORINATION, FLUSHING, PRESSURE TESTING, BACTERIA TESTING, ETC. TO BE COORDINATED WITH RESPONSIBLE DISTRICT OR AGENCY. ALL TESTS TO BE IN ACCORDANCE WITH RESPONSIBLE DISTRICT OR AGENCY.

38. BOTTOM FLANGE OF FIRE HYDRANTS TO BE SET TO APPROXIMATELY 4 INCHES ABOVE BACK OF CURB ELEVATION. HYDRANTS TO INCLUDE TEE, 6" LINE VALVE, AND HYDRANT COMPLETE TO MEET RESPONSIBLE DISTRICT OR AGENCY STANDARDS, UNLESS OTHERWISE NOTED ON PLANS.

EXISTING UTILITIES

39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES SHOWN OR NOT SHOWN. THE INFORMATION SHOWN ON THE PLANS WITH REGARDS TO THE EXISTING UTILITIES AND/OR IMPROVEMENTS WAS DERIVED FROM FIELD INVESTIGATION AND/OR RECORD INFORMATION. NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID UTILITY INFORMATION. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE FACILITIES SHOWN AND ANY OTHER FACILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. PRIOR TO CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL EXISTING IMPROVEMENTS AND TO EXPOSE ALL EXISTING UNDERGROUND UTILITIES RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO, SEWER, STORM DRAIN, WATER IRRIGATION, GAS, ELECTRICAL, ETC. AND SHALL NOTIFY THE ENGINEER IN WRITING FORTY-EIGHT (48) HOURS IN ADVANCE OF EXPOSING THE UTILITIES SO, THAT THE EXACT LOCATION AND ELEVATION CAN BE VERIFIED AND DOCUMENTED. THE COST ASSOCIATED TO PERFORM THIS WORK SHALL BE INCLUDED IN EITHER THE LUMP SUMP CLEARING COST OR IN THE VARIOUS ITEMS OF WORK. IF LOCATION AND/OR ELEVATION DIFFERS FROM THAT SHOWN ON THE DESIGN PLANS, PROVISIONS TO ACCOMMODATE NEW LOCATION BE MADE PRIOR TO CONSTRUCTION.

40. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTORS SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.

41. ALL MANHOLE RIMS, LAMPHOLES, VALVE BOX COVERS, MONUMENT BOXES AND CATCH BASIN GRATES ARE TO BE ADJUSTED TO FIT THE FINISHED GRADE AFTER PAVING, UNLESS OTHERWISE NOTED. COST FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICES FOR SAID FACILITIES.

42. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT ALL PIPES, WALLS, ETC. ARE ADEQUATELY BRACED DURING CONSTRUCTION.

CLEARING AND GRADING

43. CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH APWA 2017 STANDARD DRAWINGS AND STANDARD SPECIFICATIONS AND THE RECOMMENDED EARTHWORK SPECIFICATION FOUND IN THE PROFESSIONALLY PREPARED REPORT OF GEOTECHNICAL INVESTIGATION.

44. THE CONTRACTOR SHALL REMOVE ALL VEGETATION AND DELETERIOUS MATERIALS FROM THE SITE UNLESS NOTED OTHERWISE; ALL EXISTING WELLS AND SEPTIC TANKS SHALL BE REMOVED AND/OR ABANDONED PER THE REQUIREMENTS OF ALL LOCAL, STATE AND FEDERAL REGULATIONS. THE COST TO PERFORM THIS WORK SHALL BE INCLUDED IN THE LUMP SUM CLEARING COST.

45. SUBSOIL INVESTIGATIONS HAVE BEEN CONDUCTED AT THE SITE OF THE WORK. BEFORE FOOTING, FOUNDATION OR STRUCTURAL WALL CONSTRUCTION CAN COMMENCE, A REVIEW OF THE PROFESSIONAL REPORT OF THESE INVESTIGATIONS, MUST BE REVIEWED BY GEOTECHNICAL STUDY PROPOSED CRAIG SUBDIVISION, 3/11/19, MUST BE REVIEWED.

SOIL INVESTIGATIONS WERE CONDUCTED BY GEOTECHNICAL STUDY PROPOSED CRAIG SUBDIVISION, 3/11/19 FOR DESIGN PURPOSES ONLY, AND THE DATA SHOWN IN THE REPORTS ARE FOR SUBSURFACE CONDITIONS FOUND AT THE TIME OF THE INVESTIGATION. THE OWNER AND ENGINEER DISCLAIM RESPONSIBILITY FOR THE INTERPRETATION BY THE CONTRACTOR OF DATA, SUCH PROJECTION OR EXTRAPOLATION, FROM THE TEST HOLES TO OTHER LOCATIONS ON THE SITE OF THE WORK, SOIL BEARING VALUES AND PROFILES, SOIL STABILITY AND THE PRESENCE, LEVEL AND EXTENT OF UNDERGROUND WATER FOR SUBSURFACE CONDITIONS DURING CONSTRUCTION OPERATIONS.

46. ALL PROPOSED ELEVATIONS SHOWN ON THE GRADING PLAN ARE TO FINISHED SURFACE, THE CONTRACTOR IS RESPONSIBLE TO DEDUCT THE THICKNESS OF THE PAVEMENT STRUCTURAL SECTION FOR TOP OF SUB GRADE ELEVATIONS.

47. IF AT ANY TIME DURING CONSTRUCTION ANY UNFAVORABLE GEOLOGICAL CONDITIONS ARE ENCOUNTERED, WORK IN THAT AREA WILL STOP UNTIL APPROVED CORRECTIVE MEASURES ARE OBTAINED FROM THE ENGINEER.

48. UNSUITABLE MATERIAL, SUCH AS TOP SOIL, WEATHERED BED ROCK, ETC., SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER (AND/OR ENGINEERING GEOLOGIST, WHERE EMPLOYED) FROM ALL AREAS TO RECEIVE COMPACTED FILL OR DRAINAGE STRUCTURES.

49. NO TREES SHALL BE REMOVED OR DAMAGED WITHOUT SPECIFIC WRITTEN AUTHORIZATION FROM PROPERTY OWNER.

THE EXISTING TOPOGRAPHY ON THESE PLANS IS BASED ON A TOPOGRAPHIC SURVEY PERFORMED BY BENCHMARK ENGINEERING AND LAND SURVEYING ON 5/24/19 AND MAY HAVE BEEN MODIFIED SINCE THIS SURVEY WAS PERFORMED.

50. FILLS IN EXCESS OF 4 FEET IN THICKNESS AND BENEATH ALL FOUNDATIONS OR PAVEMENT SECTIONS SHALL BE COMPACTED TO 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE ASTM D-1557 COMPACTION CRITERIA. ALL OTHER STRUCTURAL FILL LESS THAN 4 FEET IN THICKNESS SHOULD BE COMPACTED TO AT LEAST 90 PERCENT OF THE ABOVE CRITERIA. REFERENCE GEOTECHNICAL STUDY PROPOSED CRAIG SUBDIVISION, 3/11/19.

51. COMPACTION TESTING WILL BE ACCOMPLISHED BY THE CONTRACTOR, OR THE CONTRACTOR WILL HAVE SUCH TESTING ACCOMPLISHED BY A SEPARATE CONTRACTOR. TEST RESULTS WILL BE SUBMITTED FOR REVIEW WITHIN 24 HOURS AFTER TEST.

52. CONTRACTOR TO SUBMIT PROCTOR AND/OR MARSHALL TEST DATA 24 HOURS PRIOR TO COMPACTION TESTS.

53. STRAIGHT GRADE SHALL BE MAINTAINED BETWEEN CONTOUR LINES AND SPOT ELEVATIONS UNLESS OTHERWISE SHOWN ON PLANS.

54. ALL SLOPES IN ADJOINING STREETS, DRAINAGE CHANNELS, OR OTHER FACILITIES SHALL BE GRADED NO STEEPER THAN 2 TO 1 FOR CUT AND FILL.

55. GRADES WITHIN ASPHALT PARKING AREAS SHALL BE CONSTRUCTED TO WITHIN 0.10 FEET OF THE DESIGN GRADE. HOWEVER, THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN ALL PAVEMENT AREAS AND ALONG ALL CURBS. ALL CURBS SHALL BE BUILT IN ACCORDANCE TO THE PLAN. CURBS AND PAVEMENT AREAS WHICH ARE NOT INSTALLED PER PLAN MUST BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.

56. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS OWN ESTIMATE OF EARTHWORK QUANTITIES.

57. WHERE NEW CURB AND GUTTER IS BEING CONSTRUCTED ADJACENT TO EXISTING ASPHALT OR CONCRETE PAVEMENT, THE FOLLOWING SHALL APPLY; PRIOR TO PLACEMENT OF ANY CONCRETE THE CONTRACTOR SHALL HAVE A LICENSE SURVEYOR VERIFY THE GRADE AND CROSS SLOPE OF THE CURB AND GUTTER FORMS, THE CONTRACTOR SHALL SUBMIT THE SLOPE AND GRADES TO THE ENGINEER FOR APPROVAL PRIOR TO PLACEMENT OF CONCRETE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY SECTION WHICH DOES NOT CONFORM TO THE DESIGN OR TYPICAL CROSS SECTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CURB AND GUTTER POURS WITHOUT THE APPROVAL OF THE ENGINEER.

58. SITE WORK SHALL MEET OR EXCEED OWNER'S SITE SPECIFICATIONS.

59. ALL SITE CONCRETE OR CONCRETE ELEMENT NOT SPECIFICALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS TO HAVE A MINIMUM OF 28 DAY COMPRESSION STRENGTH OF 4000 PSI.

60. CUT SLOPES SHALL BE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL

61. FILL SLOPES SHALL BE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL

62. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING THE GRADING PROJECT.

DEWATERING

63. THE CONTRACTOR SHALL FURNISH, INSTALL, OPERATE AND MAINTAIN ALL MACHINERY, APPLIANCES AND EQUIPMENT TO MAINTAIN ALL EXCAVATIONS FREE FROM WATER DURING CONSTRUCTION. THE CONTRACTOR SHALL DISPOSE OF THE WATER SO AS NOT TO CAUSE DAMAGE TO PUBLIC OR PRIVATE PROPERTY, OR TO CAUSE A NUISANCE OR MENACE TO THE PUBLIC OR VIOLATE THE LAW. THE DEWATERING SYSTEM SHALL BE INSTALLED AND OPERATED SO THAT THE GROUND LEVEL OUTSIDE THE EXCAVATION IS NOT REDUCED TO THE EXTENT WHICH WOULD CAUSE DAMAGE OR ENDANGER ADJACENT STRUCTURES OR PROPERTY. ALL COST FOR DEWATERING SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ALL PIPE CONSTRUCTION. THE STATIC WATER LEVEL SHALL BE DRAWN DOWN A MINIMUM OF 1 FOOT BELOW THE BOTTOM OF EXCAVATIONS TO MAINTAIN THE UNDISTURBED STATE OF NATURAL SOILS AND ALLOW THE PLACEMENT OF ANY FILL TO THE SPECIFIED DENSITY. THE CONTRACTOR SHALL HAVE ON HAND, PUMPING EQUIPMENT AND MACHINERY IN GOOD CONDITION FOR EMERGENCIES AND SHALL HAVE WORKMEN AVAILABLE FOR ITS OPERATION: DEWATERING SYSTEM SHALL OPERATE CONTINUOUSLY UNTIL BACKFILL HAS BEEN COMPLETED TO 1 FOOT ABOVE THE NORMAL STATIC GROUNDWATER LEVEL.

64. THE CONTRACTOR SHALL CONTROL SURFACE WATER TO PREVENT ENTRY INTO EXCAVATIONS. AT EACH EXCAVATION, A SUFFICIENT NUMBER OF TEMPORARY OBSERVATION WELLS TO CONTINUOUSLY CHECK THE GROUNDWATER LEVEL SHALL BE PROVIDED.

65. SUMPS SHALL BE NO DEEPER THAN 5 FEET AND SHALL BE AT THE LOW POINT OF EXCAVATION. EXCAVATION SHALL BE GRADED TO DRAIN TO THE SUMPS.

66. THE CONTROL OF GROUNDWATER SHALL BE SUCH THAT SOFTENING OF THE BOTTOM OF EXCAVATIONS, OR FORMATION OF "QUICK" CONDITIONS OR "BOILS", DOES NOT OCCUR. DEWATERING SYSTEMS SHALL BE DESIGNED AND OPERATED SO AS TO PREVENT REMOVAL OF NATURAL SOILS. THE RELEASE OF GROUNDWATER AT ITS STATIC LEVEL SHALL BE PERFORMED IN SUCH A MANNER AS TO MAINTAIN THE UNDISTURBED STATE OF NATURAL FOUNDATION SOILS, PREVENT DISTURBANCE OF COMPACTED BACKFILL, AND PREVENT FLOTATION OR MOVEMENT OF STRUCTURES, PIPELINES AND SEWERS. IF A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR DISPOSAL OF WATER FROM CONSTRUCTION DEWATERING ACTIVITIES, IT SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO ANY DEWATERING ACTIVITIES.

67. ONE HUNDRED PERCENT STANDBY PUMPING CAPACITY SHALL BE AVAILABLE ON SITE AT ALL TIMES AND SHALL BE CONNECTED TO THE DEWATERING SYSTEM PIPING AS TO PERMIT IMMEDIATE USE. IN ADDITION STANDBY EQUIPMENT AND APPLIANCES FOR ALL ORDINARY EMERGENCIES, AND COMPETENT WORKMEN FOR OPERATION AND MAINTENANCE OF ALL DEWATERING EQUIPMENT SHALL BE ON SITE AT ALL TIMES. STANDBY EQUIPMENT SHALL INCLUDE EMERGENCY POWER GENERATION AND AUTOMATIC SWITCH OVER TO THE EMERGENCY GENERATOR WHEN NORMAL POWER FAILS. DEWATERING SYSTEMS SHALL NOT BE SHUT DOWN BETWEEN SHIFTS, ON HOLIDAYS, ON WEEKENDS, OR DURING WORK STOPPAGES.

SITE SAFETY AND MAINTENANCE

68. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.

69. THE CONTRACTOR AGREES THAT:

A. THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH PHASE OF WORK.

B. THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

C. THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.

D. THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.

E. THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND REINSPECTIONS AT THEIR OWN EXPENSE.

F. UNLESS OTHERWISE NOTED ALL EXCESS SOILS AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.

G. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

H. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION.

I. ALL DEBRIS AND FOREIGN MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT APPROVED DISPOSAL SITES. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FOR THE TRANSPORTATION OF MATERIAL TO AND FROM THE SITE.

72. FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVED PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. WORK IN EASEMENT AND/OR RIGHTS-OF-WAY IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MAINTENANCE OF SAID AND/OR RIGHT-OF-WAY. ALL CONSTRUCTION WORK IN UDOT RIGHT- OF -WAY SHALL BE SUBJECT TO INSPECTION BY THE STATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT INSPECTIONS TAKE PLACE WHERE AND WHEN REQUIRED AND TO INSURE THAT ALL WORK IS COMPLETED TO UDOT STANDARDS.

SURFACE IMPROVEMENTS:

73. SUBGRADE PREPARATION: SUBGRADE SHALL BE COMPACTED TO A 95% RELATIVE C0MPACTION TO A MINIMUM DEPTH OF 6" FOR ALL ON-SITE DEVELOPMENT. ALL OFF-SITE IMPROVEMENTS ARE TO BE DONE PER APWA STANDARDS.

74. AGGREGATE SUB-BASE: AGGREGATE SUB-BASE SHALL BE GRANULAR BACKFILL BORROW. AGGREGATE SUB-BASE MATERIAL SHALL BE CLEAN AND FREE FROM VEGETABLE MATTER AND OTHER DELETERIOUS SUBSTANCE. AGGREGATE SHALL COMPLY WITH THE GUIDELINE REQUIREMENTS FOR PAVEMENTS FOUND IN THE PROFESSIONALLY PREPARED OF THE SOILS INVESTIGATIONS COMPLETED ON THIS SITE.

75. AGGREGATE BASE: AGGREGATE BASE SHALL BE GRADE 3/4 UNTREATED BASE COURSE, AND COMPLY PREPARED REPORT OF THE SOILS INVESTIGATION PREPARED ON THIS SITE.

76. ALL SIDEWALKS AND CROSSINGS TO MEET CURRENT ADA STANDARDS/ APWA STANDARDS.

77. PAYMENT FOR PAVEMENT WILL BE MADE ONLY FOR AREAS SHOWN ON PLANS. REPLACEMENT OF PAVEMENT WHICH IS BROKEN OR CUT DURING THE INSTALLATION OF THE WORK COVERED BY THESE GENERAL NOTES, AND WHICH LIES OUTSIDE OF SAID AREAS, SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICE FOR PAVEMENT, AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR SUCH WORK.

78. INSTALLATION OF STREET LIGHTS SHALL BE IN ACCORDANCE WITH CITY STANDARDS.

79. PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS BUILT BY THESE PLANS AND SPECIFICATIONS THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE OWNER, CITY, AND POWER COMPANY TO HAVE THE ELECTRICAL SYSTEM AND ALL STREET LIGHTS ENERGIZED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.

80. STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH MUTCD & APWA 32 17 23.

81. DURING THE BIDDING PROCESS, CONTRACTOR TO REVIEW DESIGN SLOPES SHOWN FOR PAVEMENT AND WARRANTY THE PAVEMENT TO THE OWNER BASED UPON THE DESIGN SLOPES SHOWN HEREON. CONCERNS WITH SLOPES MUST BE BROUGHT DURING THE BIDDING PROCESS.

82. IT IS THE INTENT ON THESE PLANS THAT ALL PAVEMENT SLOPE TO A CATCH BASIN, INLET BOX OR OUT INTO A STREET.CONTRACTOR TO VERIFY FINISH SPOT ELEVATIONS AND NOTIFY ENGINEER IF THERE ARE DISCREPANCIES THAT WOULD CAUSE PUDDLING ON THE SITE.

No.	DATE	DESCRIPTION
1	10/18/19	REVISED PER CITY COMMENTS
2	03/13/20	REVISED IRR SYSTEM, SIDEWALK & LABELING

DRAWN BY FBA
CHECKED BY MCP
FIELD CREW ZS/CL
DATE 05/29/2020
DWG. FILE 2005095SITE

0 0.5 1
SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

PRELIMINARY PLAN NOT FOR CONSTRUCTION

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE #100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BOURNEBROOK SUBDIVISION
3500 S HILLSIDE LANE
MILLCREEK, UT

PROJECT NO. 2005095

GEN. NOTES LEGEND & ABBREV.

CGN.01
2 OF 10

"PRELIMINARY PLAT"

SALT LAKE CITY PUBLIC UTILITIES GENERAL NOTES (WATER ONLY)

1. COMPLIANCE:
ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS, AND SLC PUBLIC UTILITIES MODIFICATIONS TO APWA STANDARD PLANS AND APPROVED MATERIALS AND SLC PUBLIC UTILITIES APWA SPECIFICATIONS MODIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED IN WRITING BY THE SALT LAKE CITY DIRECTOR OF PUBLIC UTILITIES.

2. COORDINATION:
THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ALL APPROPRIATE GOVERNMENT AND PRIVATE ENTITIES ASSOCIATED WITH THE PROJECT. THE FOLLOWING MUST BE CONTACTED 48-HOURS PRIOR TO CONSTRUCTION AS APPLICABLE TO THE PROJECT:

PUBLIC UTILITIES:
BACKFLOW PREVENTION - 483-6795
DEVELOPMENT REVIEW ENGINEERING - 483-6781
INSPECTIONS, PERMITS, CONTRACTS & AGREEMENTS - 483-6727
PRETREATMENT - 799-4002
STORM WATER - 483-6721

SLC DEPARTMENTS:
ENGINEERING - PUBLIC WAY PERMITS AND ISSUES - 535-6248
ENGINEERING - SUBDIVISIONS - 535-6159
FIRE DEPARTMENT - 535-6636
PERMITS AND LICENSING (BLDG SERVICES) - 535-7752
PLANNING AND ZONING - 535-7700
TRANSPORTATION - 535-6630

- ALL OTHER POTENTIALLY IMPACTED GOVERNING AGENCIES OR ENTITIES
- ALL WATER USERS INVOLVED IN WATER MAIN SHUTDOWNS
- APPLICABLE SEWER, WATER AND DRAINAGE DISTRICTS
- BLUESTAKES LOCATING SERVICES - 532-5000
- COUNTY FIRE DEPARTMENT - 743-7231
- COUNTY FLOOD CONTROL - 468-2779
- COUNTY HEALTH DEPARTMENT - 385-468-3913
- COUNTY PUBLIC WAY PERMITS - 468-2241
- HOLLADAY CITY - 272-9450
- SALT LAKE COUNTY HIGHWAY DEPARTMENT - 468-3705 OR 468-2156
- THE UTAH TRANSIT AUTHORITY FOR RE-ROUTING SERVICE - 262-5626
- UNION PACIFIC RAILROAD CO., SUPERINTENDENTS OFFICE - 595-3405
- UTAH DEPARTMENT OF TRANSPORTATION, REGION #2 - 975-4800
- UTAH STATE ENGINEER - 538-7240

3. SCHEDULE
PRIOR TO CONSTRUCTION THE CONTRACTOR WILL PROVIDE, AND WILL UPDATE AS CHANGES OCCUR, A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE SPECIFICATIONS AND SALT LAKE CITY ENGINEERING OR SALT LAKE COUNTY REGULATIONS AS APPLICABLE FOR WORKING WITHIN THE PUBLIC WAY.

4. PERMITS, FEES AND AGREEMENTS
CONTRACTOR MUST OBTAIN ALL THE NECESSARY PERMITS AND AGREEMENTS AND PAY ALL APPLICABLE FEES PRIOR TO ANY CONSTRUCTION ACTIVITIES. CONTACT SALT LAKE CITY ENGINEERING (535-6248) FOR PERMITS AND INSPECTIONS REQUIRED FOR ANY WORK CONDUCTED WITHIN SALT LAKE CITY'S PUBLIC RIGHT-OF-WAY. APPLICABLE UTILITY PERMITS MAY INCLUDE MAINLINE EXTENSION AGREEMENTS AND SERVICE CONNECTION PERMITS. ALL UTILITY WORK MUST BE BONDED. ALL CONTRACTORS MUST BE LICENSED TO WORK ON CITY UTILITY MAINS.

CONSTRUCTION SITES MUST BE IN COMPLIANCE WITH THE UTAH POLLUTION DISCHARGE ELIMINATION SYSTEM (UPDES) STORM WATER PERMIT FOR CONSTRUCTION ACTIVITIES (538-6923). A COPY OF THE PERMIT'S STORM WATER POLLUTION PREVENTION PLAN MUST BE SUBMITTED TO PUBLIC UTILITIES FOR REVIEW AND APPROVAL. ADDITIONAL WATER QUALITY AND EROSION CONTROL MEASURES MAY BE REQUIRED. THE CONTRACTOR MUST ALSO COMPLY WITH SALT LAKE CITY'S CLEAN WHEEL ORDINANCE.

5. ASPHALT AND SOIL TESTING
THE CONTRACTOR IS TO PROVIDE MARSHALL AND PROCTOR TEST DATA 24-HOURS PRIOR TO USE. CONTRACTOR IS TO PROVIDE COMPACTION AND DENSITY TESTING AS REQUIRED BY SALT LAKE CITY ENGINEERING, UDOT, SALT LAKE COUNTY OR OTHER GOVERNING ENTITY. TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS, SECTION 330520 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE SLC PROJECT ENGINEER IF NATIVE MATERIALS ARE USED. **NO NATIVE MATERIALS ARE ALLOWED WITHIN THE PIPE ZONE.** THE MAXIMUM LIFTS FOR BACKFILLING EXCAVATIONS IS 8-INCHES. ALL MATERIALS AND COMPACTION TESTING IS TO BE PERFORMED BY A LAB RECOGNIZED AND ACCEPTED BY SALT LAKE COUNTY PUBLIC WORKS AND/OR SALT LAKE CITY ENGINEERING.

6. TRAFFIC CONTROL AND HAUL ROUTES
TRAFFIC CONTROL MUST CONFORM TO THE MOST CURRENT EDITION OF SALT LAKE CITY TRAFFIC CONTROL MANUAL - PART 6 OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR SALT LAKE COUNTY AND STATE ROADS. SLC TRANSPORTATION MUST APPROVE ALL PROJECT HAUL ROUTES (535-7129). THE CONTRACTOR MUST ALSO CONFORM TO UDOT, SALT LAKE COUNTY OR OTHER APPLICABLE GOVERNING ENTITIES REQUIREMENTS FOR TRAFFIC CONTROL.

7. SURVEY CONTROL
CONTRACTOR MUST PROVDE A REGISTERED LAND SURVEYOR OR PERSONS UNDER SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS APPROVED. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE GRADE OF THE MAIN AND/OR FACILITY AS APPROVED. IN ADDITION, THE CONTRACTOR AND/OR SURVEYOR SHALL PROVIDE TO SALT LAKE CITY PUBLIC UTILITIES CUT SHEETS FILLED OUT COMPLETELY AND CLEARLY SHOWING THE PERTINENT GRADES, ELEVATIONS AND CUT/FILLS ASSOCIATED WITH THE FIELD STAKING OF THE MAIN AND/OR FACILITY. THE CUT SHEET FORM IS AVAILABLE AT THE CONTRACTS AND AGREEMENTS OFFICE AT PUBLIC UTILITIES. ALL MAINS AND LATERALS NOT MEETING MINIMUM GRADE REQUIREMENTS AS SPECIFIED BY ORDINANCE OR AS REQUIRED TO MEET THE MINIMUM REQUIRED FLOWS OR AS APPROVED MUST BE REMOVED AND RECONSTRUCTED TO MEET DESIGN GRADE. THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS UNTIL PUBLIC UTILITY SURVEYORS COMPLETE FINAL MEASUREMENTS. THE CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE. DEPENDING ON THE LOCATION OF THE PROJECT; CONTACT THE COUNTY SURVEYOR FOR SECTION CORNER MONUMENTS (801-468-2028) AND/OR THE SALT LAKE CITY SURVEYOR (801-535-7973) FOR SALT LAKE CITY MONUMENTS AND CONSTRUCTION REQUIREMENTS. ALL ELEVATIONS SHALL BE REFERENCED TO SALT LAKE CITY DATUM UNLESS NOTED OTHERWISE ON THE PLANS.

8. ASPHALT GUARANTEE
THE CONTRACTOR SHALL REMOVE, DISPOSE OF, FURNISH AND PLACE PERMANENT ASPHALT PER SALT LAKE CITY ENGINEERING, UDOT, COUNTY, OR OTHER GOVERNMENT STANDARDS AS APPLICABLE TO THE PROJECT. THE CONTRACTOR SHALL GUARANTEE THE ASPHALT RESTORATION FOR A PERIOD AS REQUIRED BY THE GOVERNING ENTITY.

9. TEMPORARY ASPHALT
IF THE CONTRACTOR CHOOSES TO WORK WITHIN THE PUBLIC WAY WHEN HOT MIX ASPHALT IS NOT AVAILABLE, THE CONTRACTOR MUST OBTAIN APPROVAL FROM THE APPROPRIATE GOVERNING ENTITY PRIOR TO INSTALLING TEMPORARY ASPHALT SURFACING MATERIAL. WITHIN SALT LAKE CITY, WHEN PERMANENT ASPHALT BECOMES AVAILABLE, THE CONTRACTOR SHALL REMOVE THE TEMPORARY ASPHALT, FURNISH AND INSTALL THE PERMANENT ASPHALT. THE CONTRACTOR SHALL GUARANTEE THE ASPHALT RESTORATION FOR A PERIOD AS REQUIRED BY THE GOVERNING ENTITY FROM THE DATE OF COMPLETION.

10. SAFETY
THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA, STATE, COUNTY AND OTHER GOVERNING ENTITY REQUIREMENTS.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF WORKERS.

11. DUST CONTROL
THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO THE GOVERNING ENTITY STANDARDS. USE OF HYDRANT WATER OR PUMPING FROM CITY-OWNED CANALS OR STORM DRAINAGE FACILITIES IS NOT ALLOWED FOR DUST CONTROL ACTIVITIES WITHOUT WRITTEN APPROVAL OF THE PUBLIC UTILITIES DIRECTOR.

12. DEWATERING
ALL ON-SITE DEWATERING ACTIVITIES MUST BE APPROVED IN WRITING BY PUBLIC UTILITIES. PROPOSED OUTFALL LOCATIONS AND ESTIMATED FLOW VOLUME CALCULATIONS MUST BE SUBMITTED TO PUBLIC UTILITIES FOR REVIEW AND APPROVAL. ADEQUATE MEASURES MUST BE TAKEN TO REMOVE ALL SEDIMENT PRIOR TO DISCHARGE. PUBLIC UTILITIES MAY REQUIRE ADDITIONAL MEASURES FOR SEDIMENT CONTROL AND REMOVAL.

13. PROJECT LIMITS
THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.

14. WATER, FIRE, SANITARY SEWER AND STORM DRAINAGE UTILITIES
A. INSPECTIONS -
IT IS THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE ANY WATER, SEWER, BACKFLOW AND DRAINAGE INSPECTION 48-HOURS IN ADVANCE TO WHEN NEEDED. CONTACT 483-6727 TO SCHEDULE INSPECTIONS.

B. DAMAGE TO EXISTING UTILITIES -
THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR, MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE, TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.

C. UTILITY LOCATIONS -
CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND AVOIDING ALL UTILITIES AND SERVICE LATERALS, AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO THE UTILTIES DUE TO THE CONTRACTOR'S ACTIVITIES. CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, MATERIAL AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300-FEET AHEAD OF SCHEDULED CONSTRUCTION IN ORDER TO IDENTIFY POTENTIAL CONFLICTS AND PROBLEMS WITH FUTURE CONSTRUCTION ACTIVITIES. EXISTING UTILITY INFORMATION OBTAINED FROM SLC PUBLIC UTILITIES' MAPS MUST BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTACT BLUE STAKES OR APPROPRIATE OWNER FOR COMMUNICATION LINE LOCATIONS.

D. UTILITY RELOCATIONS -
FOR UTILITY CONFLICTS REQUIRING MAINLINE RELOCATIONS, THE CONTRACTOR MUST NOTIFY THE APPLICABLE UTILITY COMPANY OR USER A MINIMUM OF 2-WEEKS IN ADVANCE. A ONE-WEEK MINIMUM NOTIFICATION IS REQUIRED FOR CONFLICTS REQUIRING THE RELOCATION OF SERVICE LATERALS. ALL RELOCATIONS ARE SUBJECT TO APPROVAL FROM THE APPLICABLE UTILITY COMPANY AND/OR USER.

E. FIELD CHANGES -
NO ROADWAY, UTILITY ALIGNMENT OR GRADE CHANGES ARE ALLOWED FROM THE APPROVED CONSTRUCTION PLANS/DOCUMENTS WITHOUT WRITTEN APPROVAL FROM THE SLC PUBLIC UTILITIES DIRECTOR. CHANGES TO HYDRANT LOCATIONS AND/OR FIRE LINES MUST BE REVIEWED AND APPROVED BY THE SALT LAKE CITY OR SALT LAKE COUNTY FIRE DEPARTMENT (AS APPLICABLE TO THE PROJECT) AND PUBLIC UTILITIES.

F. PUBLIC NOTICE TO PROJECTS IN THE PUBLIC WAY -
FOR APPROVED PROJECTS THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND DISTRIBUTE WRITTEN NOTICE TO ALL RESIDENTS LOCATED WITHIN THE PROJECT AREA AT LEAST 72-HOURS PRIOR TO CONSTRUCTION. WORK TO BE CONDUCTED WITHIN COMMERCIAL OR INDUSTRIAL AREAS MAY REQUIRE A LONGER NOTIFICATION PERIOD AND ADDITIONAL CONTRACTOR COORDINATION WITH PROPERTY OWNERS. THE WRITTEN NOTICE IS TO BE APPROVED BY THE SLC PUBLIC UTILITIES PROJECT ENGINEER.

G. PUBLIC NOTICE FOR WATER MAIN SHUT DOWNS -
THROUGH THE SLC PUBLIC UTILITIES INSPECTOR AND WITH THE PUBLIC UTILITIES PROJECT ENGINEER APPROVAL, SLC PUBLIC UTILITIES MUST BE CONTACTED AND APPROVE ALL WATER MAIN SHUTDOWNS. ONCE APPROVED THE CONTRACTOR MUST NOTIFY ALL EFFECTED USERS BY WRITTEN NOTICE A MINIMUM OF 48-HOURS (RESIDENTIAL) AND 72-HOURS (COMMERCIAL/INDUSTRIAL) PRIOR TO THE WATER MAIN SHUT DOWN. PUBLIC UTILITIES MAY REQUIRE LONGER NOTICE PERIODS.

H. WATER AND SEWER SEPARATION -
IN ACCORDANCE WITH UTAH'S DEPARTMENT OF HEALTH REGULATIONS, A MINIMUM TEN-FOOT HORIZONTAL AND 1.5-FOOT VERTICAL (WITH WATER ON TOP) SEPARATION IS REQUIRED. IF THESE CONDITIONS CANNOT BE MET, STATE AND SLC PUBLIC UTILITIES APPROVAL IS REQUIRED. ADDITIONAL CONSTRUCTION MEASURES WILL BE REQUIRED FOR THESE CONDITIONS.

I. SALVAGE -
ALL METERS MUST BE RETURNED TO PUBLIC UTILITIES, AND AT PUBLIC UTILITIES REQUEST ALL SALVAGED PIPE AND/OR FITTINGS MUST BE RETURNED TO SLC PUBLIC UTILTIES (483-6727) LOCATED AT 1530 SOUTH WEST TEMPLE.

J. SEWER MAIN AND LATERAL CONSTRUCTION REQUIREMENTS -
SLC PUBLIC UTILITIES MUST APPROVE ALL SEWER CONNECTIONS. ALL SEWER LATERALS 6-INCHES AND SMALLER MUST WYE INTO THE MAINS PER SLC PUBLIC UTILITIES REQUIREMENTS. ALL 8-INCH AND LARGER SEWER CONNECTIONS MUST BE PETITIONED FOR AT PUBLIC UTILTIES (483-6762) AND CONNECTED AT A MANHOLE. **INSIDE DROPS IN MANHOLES ARE NOT ALLOWED.** A MINIMUM 4-FOOT BURY DEPTH IS REQUIRED ON ALL SEWER MAINS AND LATERALS. CONTRACTOR SHALL INSTALL INVERT COVERS IN ALL SEWER MANHOLES WITHIN THE PROJECT AREA.

CONTRACTOR TO PROVIDE AIR PRESSURE TESTING OF SEWER MAINS IN ACCORDANCE WITH PIPE MANUFACTURERS RECOMMENDATIONS AND SALT LAKE CITY PUBLIC UTILITIES REQUIREMENTS. ALL PVC SEWER MAIN AND LATERAL TESTING SHALL BE IN ACCORDANCE WITH UNI-BELL UN-B-6-98 RECOMMENDED PRACTICE FOR LOW PRESSURE AIR TESTING OF INSTALLED SEWER PIPE. CONTRACTOR SHALL PROVIDE SEWER LATERAL WATER TESTING AS REQUIRED BY THE SALT LAKE CITY PUBLIC UTILITIES PROJECT ENGINEER OR INSPECTOR. A MINIMUM OF 9-FEET OF HEAD PRESSURE IS REQUIRED AS MEASURED VERTICALLY FROM THE HIGH POINT OF THE PIPELINE AND AT OTHER LOCATIONS ALONG THE PIPELINE AS DETERMINED BY THE SLC PUBLIC UTILITIES PROJECT ENGINEER OR INSPECTOR. TESTING TIME WILL BE NO LESS THAN AS SPECIFIED FOR THE AIR TEST DURATION IN TABLE I ON PAGE 12 OF UNI-B-6-98. ALL PIPES SUBJECT TO WATER TESTING SHALL BE FULLY VISIBLE TO THE INSPECTOR DURING TESTING. TESTING MUST BE PERFORMED IN THE PRESENCE OF A SLC PUBLIC UTILITIES REPRESENTATIVE. ALL VISIBLE LEAKAGE MUST BE REPAIRED TO THE SATISFACTION OF THE SLC PUBLIC UTILITIES ENGINEER OR INSPECTOR.

K. WATER AND FIRE MAIN AND SERVICE CONSTRUCTION REQUIREMENTS -
SLC PUBLIC UTILITIES MUST APPROVE ALL FIRE AND WATER SERVICE CONNECTIONS. A MINIMUM 3-FOOT SEPARATION IS REQUIRED BETWEEN ALL WATER AND FIRE SERVICE TAPS INTO THE MAIN. ALL CONNECTIONS MUST BE MADE MEETING SLC PUBLIC UTILITIES REQUIREMENTS. A 5-FOOT MINIMUM BURY DEPTH (FINAL GRADE TO TOP OF PIPE) IS REQUIRED ON ALL WATER/FIRE LINES UNLESS OTHERWISE APPROVED BY PUBLIC UTILITIES. WATER LINE THRUST BLOCK AND RESTRAINTS ARE AS PER SLC APPROVED DETAIL DRAWINGS AND SPECIFICATIONS. ALL EXPOSED NUTS AND BOLTS WILL BE COATED WITH CHEVRON FM1 GREASE PLUS MINIMUM 8 MIL THICKNESS PLASTIC. PROVIDE STAINLESS STEEL NUTS, BOLTS AND WASHERS FOR HIGH GROUNDWATER/ SATURATED CONDITIONS AT FLANGE FITTINGS, ETC.

ALL WATERLINES INSTALLATIONS AND TESTING TO BE IN ACCORDANCE WITH AWWA SECTIONS C600, C601, C651, C206, C200, C900, C303 AWWA MANUAL M11 AND ALL OTHER APPLICABLE AWWA, UPWS, ASTM AND ANSI SPECIFICATIONS RELEVANT TO THE INSTALLATION AND COMPLETION OF THE PROJECT. AMENDMENT TO SECTION C600 SECTION 4.1.1; DOCUMENT TO READ MINIMUM TEST PRESSURE SHALL NOT BE LESS THAN 200 P.S.I. GAUGED TO A HIGH POINT OF THE PIPELINE BEING TESTED. ALL MATERIALS USED FOR WATERWORKS PROJECTS TO BE RATED FOR 150 P.S.I. MINIMUM OPERATING PRESSURE.

CONTRACTOR IS TO INSTALL WATER SERVICE LINES, METER YOKES AND/OR ASSEMBLIES AND METER BOXS WITH LIDS LOCATED AS APPROVED ON THE PLANS PER APPLICABLE PUBLIC UTILITIES DETAIL DRAWINGS. METER BOXES ARE TO BE PLACED IN THE PARK STRIPS PERPENDICULAR TO THE WATERMAIN SERVICE TAP CONNECTION. ALL WATER METERS, CATCH BASINS, CLEANOUT BOXES, MANHOLES, DOUBLE CHECK VALVE DETECTOR ASSEMBLIES, REDUCED PRESSURE DETECTOR ASSEMBLIES AND BACKFLOW PREVENTION DEVICES MUST BE LOCATED OUTSIDE OF ALL APPROACHES, DRIVEWAYS, PEDESTRIAN WALKWAYS AND OTHER TRAVELED WAYS UNLESS OTHERWISE APPROVED ON PLANS.

BACKFLOW PREVENTORS ARE REQUIRED ON ALL IRRIGATION AND FIRE SPRINKLING TAPS PER PUBLIC UTILITIES AND SLC FIRE DEPARTMENT REQUIREMENTS. CONTRACTORS SHALL INSTALL BACKFLOW PREVENTION DEVICES ON FIRE SPRINKLER CONNECTIONS. DOUBLE CHECK VALVE ASSEMBLIES SHALL BE INSTALLED ON CLASS 1, 2 AND 3 SYSTEMS. REDUCED PRESSURE PRINCIPLE VALVES SHALL BE INSTALLED ON CLASS 4 SYSTEMS. ALL FIRE SPRINKLING BACKFLOW ASSEMBLIES SHALL CONFORM TO ASSE STANDARD 1048, 1013, 1047 AND 1015. THE CONTRACTOR SHALL BE RESPONSIBLE TO PERFORM BACKFLOW PREVENTION TESTS PER SALT LAKE CITY STANDARDS AND SUBMIT RESULTS TO PUBLIC UTILITIES. ALL TESTS MUST BE PERFORMED AND SUBMITTED TO PUBLIC UTILITIES WITHIN 10 DAYS OF INSTALLATION OR WATER TURN-ON. BACKFLOW TEST FORMS ARE AVAILABLE AT PUBLIC UTILITIES' CONTRACTS AND AGREEMENTS OFFICE.

L. GENERAL WATER, SEWER AND STORM DRAIN REQUIREMENTS -
ALL WATER, FIRE AND SEWER SERVICES STUBBED TO A PROPERTY MUST BE USED OR WATER AND FIRE SERVICES MUST BE KILLED AT THE MAIN AND SEWER LATERALS CAPPED AT THE SEWER MAIN PER PUBLIC UTILITIES REQUIREMENTS. ALLOWABLE SERVICES TO BE KEPT WILL BE AS DETERMINED BY THE PUBLIC UTILITIES PROJECT ENGINEER. ALL WATER AND FIRE SERVICE KILLS AND SEWER LATERAL CAPS ARE TO BE KILLED AND CAPPED AS DETERMINED AND VISUALLY VERIFIED BY THE ON-SITE PUBLIC UTILITIES INSPECTOR.

ALL MANHOLES, HYDRANTS, VALVES, CLEAN-OUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER PUBLIC UTILITIES STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS AND VALVES PER PUBLIC UTILITIES STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED AS REQUIRED BY THE PUBLIC UTILITIES INSPECTOR. ALL MANHOLE, CLEANOUT BOX OR CATCH BASIN DISCONNECTIONS MUST BE REPAIRED AND GROUTED AS REQUIRED BY THE ON-SITE PUBLIC UTILITIES INSPECTOR.

CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION. UTILITY TRENCHING, BACKFILL, AND PIPE ZONE AS PER SLC PUBLIC UTILITIES, "UTILITY INSTALLATION DETAIL."

M. STREETLIGHTS
ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MOST CURRENT SALT LAKE CITY STANDARDS AND N.E.C. (NATIONAL ELCTRICAL CODE. A STREET LIGHTING PLAN SHOWING WIRING LOCATION, WIRING TYPE, VOLTAGE, POWER SOURCE LOCATION, CONDUIT SIZE AND LOCATION SHALL BE SUBMITTED TO SALT LAKE CITY AND BE APPROVED PRIOR TO CONSTRUCTION. NO DEVIATION OF STREETLIGHT, PULL BOXES, CONDUITS, AND ETC. LOCATIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE STREEGHT LIGHTING PROGRAM MANGER OR HIS/HER REPRESENTATIVE.

STREETLIGHT POLES SHALL NOT BE INSTALLED WITHIN 5 FEET OF A FIRE HYDRANT. THE LOCATION SHALL BE SUCH THAT IT DOES NOT HINDER THE OPERATION OF THE FIRE HYDRANT AND WATER LINE OPERATION VALVES.

STREETLIGHTS AND STREETLIGHT POLES SHALL NOT BE INSTALLED WITHIN 5 FEET FROM ANY TREE, UNLESS WRITTEN APPROVAL IS RECEIVED FROM THE STREET LIGHTING PROGRAM MANAGER. BRANCHES MAY NEED TO BE PRUNED AS DETERMINED BY THI INSPECTOR IN THE FIELD AT THE TIME OF INSTALLATION.

STREETLIGHTS SHALL NOT BE INSTALLED WITHIN 5 FEET FROM THE EDGE OF ANY DRIVEWAY

ANTI-SEIZE LUBRICANT SHALL BE USED ON ALL COVER BOLTS AND GROUND BOX BOLTS.

ALL EXISTING STREET LIGHTING SHALL REMAIN OPERATIONAL DURING CONSTRUCTION UNLESS APPROVED IN WRITING BY THE STREET LIGHTIN PROGRAM MANAGER.

IF APPROVED PLANS REQUIRE REMOVAL OF STREETLIGHT POLES DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE POLES WHILE THEY ARE DOWN. THE POLES SHALL BE STORED IN A SECURE

No.	DATE	DESCRIPTION
1	10/18/19	REVISED PER CITY COMMENTS
2	03/13/20	REVISED DRY SYSTEM, SIDEWALK & LABELING

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 0.5 1

DRAWN BY: FBA
CHECKED BY: MCP
FIELD CREW: ZS/CL
DATE: 05/29/2020
DWG FILE: 2005095SITE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

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MILLCREEK, UT

PROJECT NO. 2005095

SALT LAKE CITY GENERAL NOTES

CGN.02
3 OF 10

"PRELIMINARY PLAT"

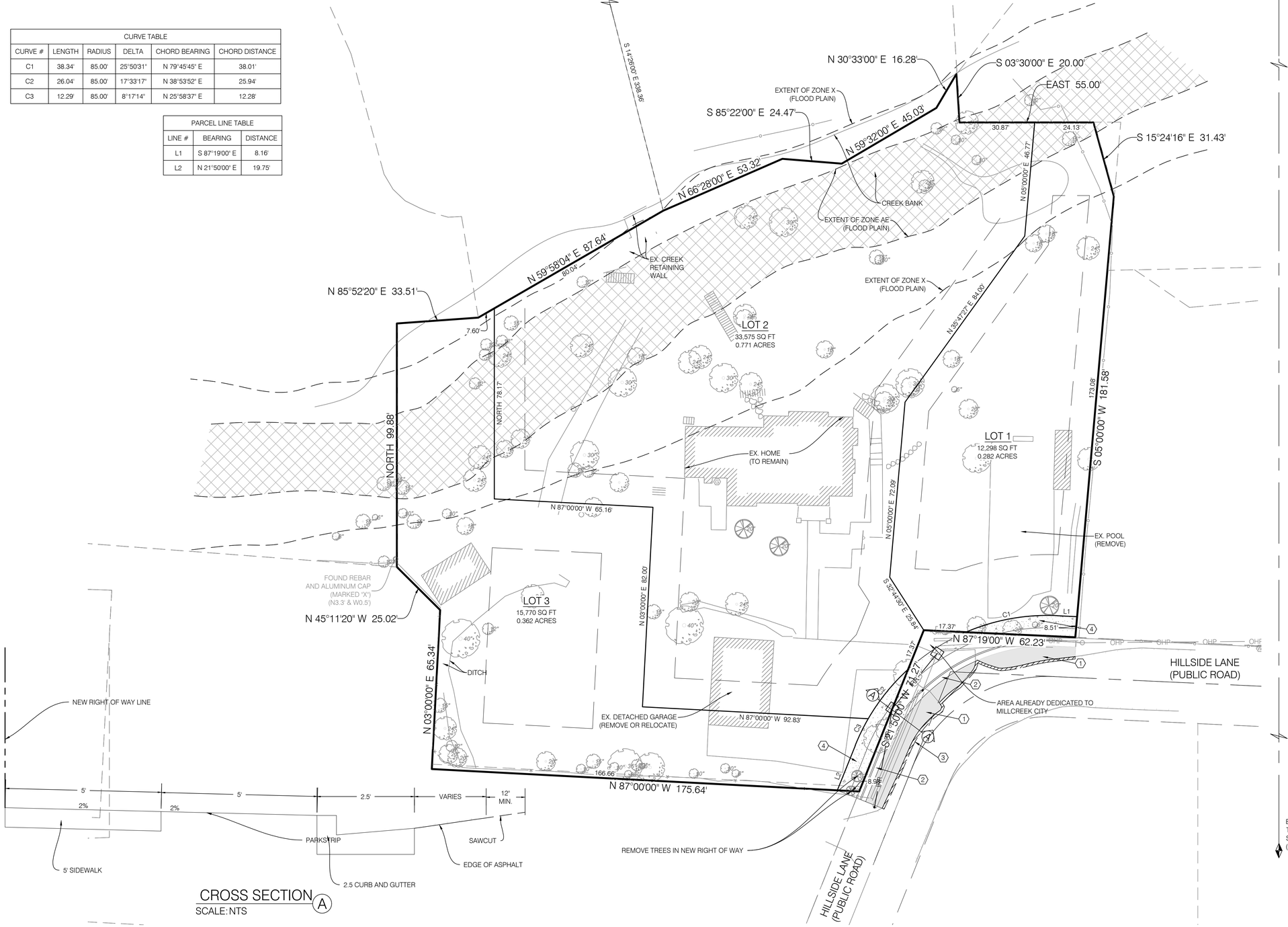
LOT 1 AREA TABLE		
PARTICULARS	S.F.	%
BUILDING	164	1.3
HARDSCAPE	0	0
LANDSCAPE	12,134	98.7
TOTAL	12,298	100

LOT 2 AREA TABLE		
PARTICULARS	S.F.	%
BUILDING	2,189	6.5
HARDSCAPE	1,876	5.6
LANDSCAPE	29,510	87.9
TOTAL	33,575	100

LOT 3 AREA TABLE		
PARTICULARS	S.F.	%
BUILDING	353	2.2
HARDSCAPE	0	0
LANDSCAPE	15,417	97.8
TOTAL	15,770	100

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	38.34'	85.00'	25°50'31"	N 79°45'45" E	38.01'
C2	26.04'	85.00'	17°33'17"	N 38°53'52" E	25.94'
C3	12.29'	85.00'	8°17'14"	N 25°58'37" E	12.28'

PARCEL LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 87°19'00" E	8.16'
L2	N 21°50'00" E	19.75'



CROSS SECTION (A)
SCALE: NTS

NORTH

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30ft.

CONSTRUCTION KEY NOTES REFERENCE		
NO.	DESCRIPTION	DETAIL
1	ASPHALT PAVEMENT WITH GRANULAR BASE	3/CDT.01
2	CONCRETE CURB AND GUTTER PER MILLCREEK CITY STD. #140, NO.1	1/CDT.01
3	SAWCUT PER MILLCREEK STANDARDS #240	
4	CONCRETE PAVEMENT WITH GRANULAR BASE	3/CDT.01

KEY

PERMANENT NON-BUILDABLE EASEMENT & STORM DRAIN EASEMENT IN FAVOR OF LOTS 101-105

DEDICATION TO MILLCREEK CITY

NOTE:
ALL WORK WITHIN PUBLIC ROADS TO BE DONE IN STRICT ACCORDANCE WITH MILLCREEK STANDARDS AND SPECIFICATIONS.

NOTE:
RETAINING WALLS OVER FOUR FEET MUST BE DESIGNED BY A STRUCTURAL ENGINEER, SUBMITTED AND APPROVED BY MILLCREEK CITY

NOTE:
ANY EXISTING CURB, GUTTER, SIDEWALK, AND PAVEMENT DAMAGED BY CONSTRUCTION MUST BE REPAIRED AND REPLACE.D.

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No.	DATE	DESCRIPTION
1	10/18/19	REVISED PER CITY COMMENTS
2	03/13/20	REVISED DRY SYSTEM, SIDEWALK & LABELING

SCALE MEASURES 1 INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 0.5 1

DRAWN BY: FBA
CHECKED BY: MCP
FIELD CREW: ZS/CL
DATE: 05/29/2020
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PROJECT NO: 2005095

PRELIMINARY
SITE
PLAN

CSP.01
4 OF 10

"PRELIMINARY PLAT"

NORTH

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30ft.

CONSTRUCTION KEY NOTES REFERENCE		
NO.	DESCRIPTION	DETAIL
1	3/4" TYPE K COPPER WATER SERVICE LINE	
2	3/4 WATER METER & VAULT PER APWA #522	
3	4" PVC SDR-35 SEWER LATERAL (SLOPE @ MIN. 2.00%)	2/CDT.01

NOTE:
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION AND NOTIFY ENGINEER IF THIS POINT IS HIGHER THAN SHOWN ON THE PLANS FOR A REDESIGN.

NOTE:
POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.

LOT 1

LOT 2

LOT 3

EX GAS LINE

FOUND REBAR
AND ALUMINUM CAP
(MARKED "X")
(N3.3' & W0.5')

EX. OVERHEAD POWER LINE
EX. WATER MAIN
EX. 12" SEWER MAIN
EX. COMMUNICATION LINE

HILLSIDE LANE
(PUBLIC ROAD)

CONNECT TO EX. WATER MAIN
CONNECT TO EX. 12" WATER MAIN

EX. SSMH
RIM=4300.78
IE(12" E)=4290.48
IE(12" S)=4290.38

CONNECT TO EX. WATER MAIN

HILLSIDE LANE
(PUBLIC ROAD)

KEY

PERMANENT NON-BUILDABLE EASEMENT & STORM DRAIN EASEMENT IN FAVOR OF LOTS 101-105

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No.	DATE	DESCRIPTION
1	10/18/19	REVISED PER CITY COMMENTS
2	03/13/20	REVISED IRR SYSTEM, SIDEWALK & LABELING

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 0.5 1

DRAWN BY: FBA
CHECKED BY: MCP
FIELD CREW: ZS/CL
DATE: 05/29/2020
DWG FILE: 2005095SITE

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PROJECT NO. 2005095

PRELIMINARY
UTILITY
PLAN

CUP.01
5 OF 10

"PRELIMINARY PLAT"

NOTE:
POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.

NOTE:
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION AND NOTIFY ENGINEER IF THIS POINT IS HIGHER THAN SHOWN ON THE PLANS FOR A REDESIGN.

SURVEY CONTROL NOTE:
THE CONTRACTOR OR SURVEYOR PERFORMING THE CONSTRUCTION SURVEYING SHALL BE RESPONSIBLE TO PROVIDE CONSTRUCTION LAYOUT PER THE APPROVED PLANS ONLY. THE SURVEYOR SHALL ALSO BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE SURVEY OR IMPROVEMENTS PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN THREE EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION SURVEYING. IT IS ALSO THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY ANY ELECTRONIC DATA WITH THE APPROVED STAMPED AND SIGNED PLANS AND NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.

STORM DRAINAGE CALCULATIONS
Rational Method (Q=CIA)
LOT 3

Area Identification (A)		Rational Coefficient (C)	C*A
Roof=	353	0.9	317.7 S.F.
Pavement =	0	0.9	0 S.F.
Landscaping =	15,417	0.2	3083.4 S.F.
Sum:	15770 S.F.	Sum:	3401.1 S.F.

MILLCREEK 100 YEAR STORM				Allowable Discharge =	.05cfs/acre
Time (min)	Intensity (in/hr)	Rainfall (inches)	Rainfall Excess (cu.ft.)	Allowed Discharge (cu.ft)	Volume to Detain (cu.ft)
15	4.08	1.020	289	16	273
30	3.36	1.680	476	32	**444**
60	1.71	1.710	485	65	420
120	0.93	1.860	527	129	398
180	0.49	1.470	417	194	223
360	0.32	1.920	544	387	157
720	0.20	2.400	680	774	0
1140	0.17	3.222	913	1226	**0**

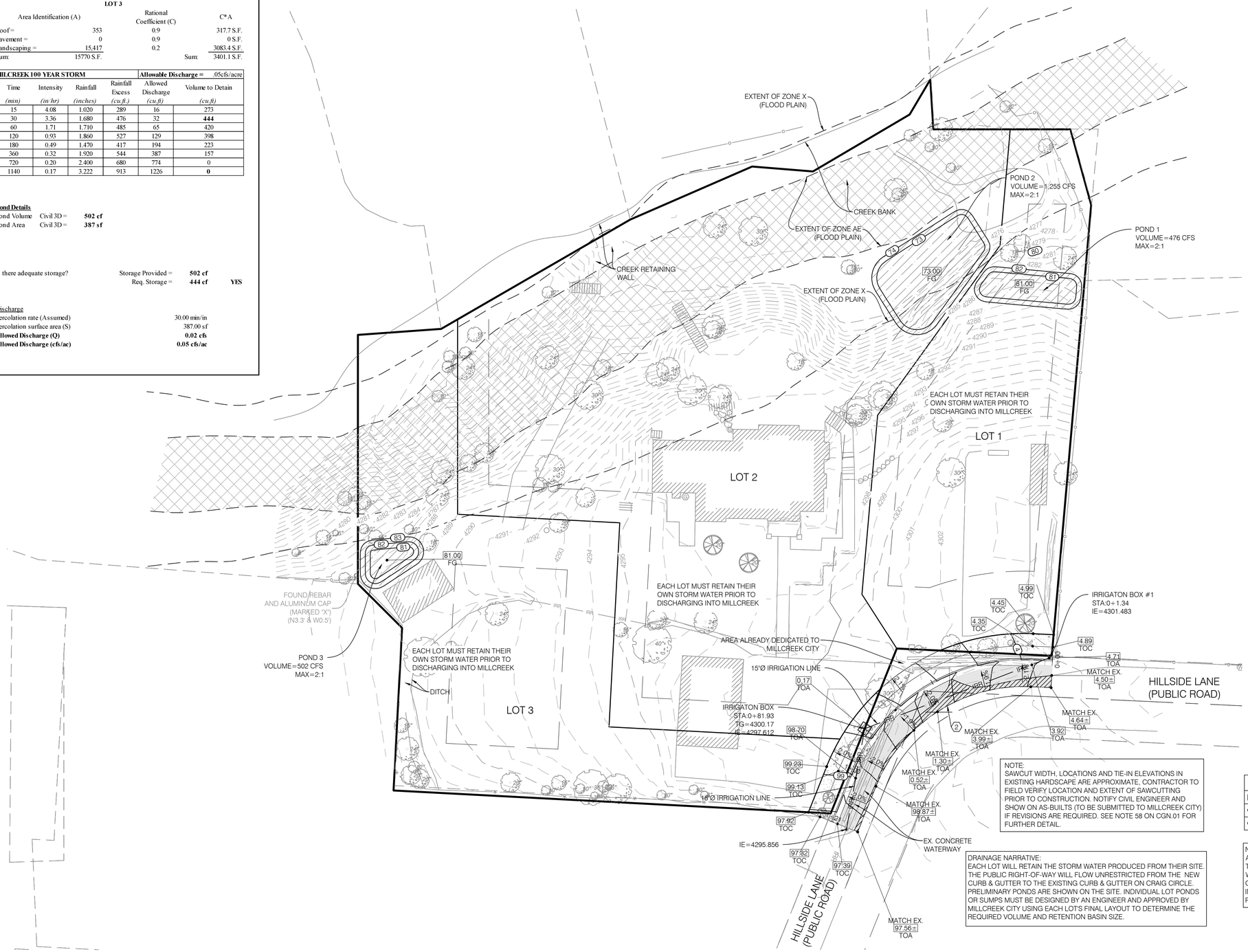
Pond Details
Pond Volume Civil 3D = **502 cf**
Pond Area Civil 3D = **387 sf**

Is there adequate storage? Storage Provided = **502 cf**
Req. Storage = **444 cf** **YES**

Discharge
Percolation rate (Assumed) 30.00 min/in
Percolation surface area (S) 387.00 sf
Allowed Discharge (Q) 0.02 cfs
Allowed Discharge (cfs/ac) 0.05 cfs/ac

NORTH

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20ft.



NOTE:
SAWCUT WIDTH, LOCATIONS AND TIE-IN ELEVATIONS IN EXISTING HARDSCAPE ARE APPROXIMATE, CONTRACTOR TO FIELD VERIFY LOCATION AND EXTENT OF SAWCUTTING PRIOR TO CONSTRUCTION. NOTIFY CIVIL ENGINEER AND SHOW ON AS-BUILTS (TO BE SUBMITTED TO MILLCREEK CITY) IF REVISIONS ARE REQUIRED. SEE NOTE 58 ON CGN.01 FOR FURTHER DETAIL.

DRAINAGE NARRATIVE:
EACH LOT WILL RETAIN THE STORM WATER PRODUCED FROM THEIR SITE. THE PUBLIC RIGHT-OF-WAY WILL FLOW UNRESTRICTED FROM THE NEW CURB & GUTTER TO THE EXISTING CURB & GUTTER ON CRAIG CIRCLE. PRELIMINARY PONDS ARE SHOWN ON THE SITE. INDIVIDUAL LOT PONDS OR SUMPS MUST BE DESIGNED BY AN ENGINEER AND APPROVED BY MILLCREEK CITY USING EACH LOTS FINAL LAYOUT TO DETERMINE THE REQUIRED VOLUME AND RETENTION BASIN SIZE.

STORM DRAINAGE CALCULATIONS
Rational Method (Q=CIA)
LOT 1

Area Identification (A)		Rational Coefficient (C)	C*A
Roof=	164	0.9	147.6 S.F.
Pavement =	0	0.9	0 S.F.
Landscaping =	12,134	0.2	2426.8 S.F.
Sum:	12298 S.F.	Sum:	2574.4 S.F.

MILLCREEK 100 YEAR STORM				Allowable Discharge =	.06cfs/acre
Time (min)	Intensity (in/hr)	Rainfall (inches)	Rainfall Excess (cu.ft.)	Allowed Discharge (cu.ft)	Volume to Detain (cu.ft)
15	4.08	1.020	219	16	203
30	3.36	1.680	360	32	**329**
60	1.71	1.710	367	64	303
120	0.93	1.860	399	127	272
180	0.49	1.470	315	191	124
360	0.32	1.920	412	382	30
720	0.20	2.400	515	764	0
1140	0.10	1.900	408	1210	**0**

Pond Details
Pond Volume Civil 3D = **476 cf**
Pond Area Civil 3D = **382 sf**

Is there adequate storage? Storage Provided = **476 cf**
Req. Storage = **329 cf** **YES**

Discharge
Percolation rate (Assumed) 30.00 min/in
Percolation surface area (S) 382.00 sf
Allowed Discharge (Q) 0.02 cfs
Allowed Discharge (cfs/ac) 0.06 cfs/ac

STORM DRAINAGE CALCULATIONS
Rational Method (Q=CIA)
LOT 2

Area Identification (A)		Rational Coefficient (C)	C*A
Roof=	2,189	0.9	1970.1 S.F.
Pavement =	1,876	0.9	1688.4 S.F.
Landscaping =	29,510	0.2	5902 S.F.
Sum:	33575 S.F.	Sum:	9560.5 S.F.

MILLCREEK 100 YEAR STORM				Allowable Discharge =	.08cfs/acre
Time (min)	Intensity (in/hr)	Rainfall (inches)	Rainfall Excess (cu.ft.)	Allowed Discharge (cu.ft)	Volume to Detain (cu.ft)
15	4.08	1.020	813	58	754
30	3.36	1.680	1338	116	**1222**
60	1.71	1.710	1362	233	1130
120	0.93	1.860	1482	465	1017
180	0.49	1.470	1171	698	473
360	0.32	1.920	1530	1396	134
720	0.20	2.400	1912	2792	0
1140	0.10	1.900	1514	4421	**0**

Pond Details
Pond Volume Civil 3D = **1,255 cf**
Pond Area Civil 3D = **1,396 sf**

Is there adequate storage? Storage Provided = **1,255 cf**
Req. Storage = **1,222 cf** **YES**

Discharge
Percolation rate (Assumed) 30.00 min/in
Percolation surface area (S) 1,396.00 sf
Allowed Discharge (Q) 0.06 cfs
Allowed Discharge (cfs/ac) 0.08 cfs/ac

GRADING AND DRAINAGE KEY NOTES REFERENCE		
NO.	DESCRIPTION	DETAIL
1	GRADE SITE TO ELEVATIONS SHOWN ON PLAN	
2	SAWCUT	

NOTE A:
AREA DRAIN GRATES TO BE SET AT HIGH WATER MARK (HWM) OF POND TO ENSURE THAT FLOODS EXCEEDING THE 100 YEAR FLOOD EVENT WILL SAFELY EXIT THE SITE. ALL STORM WATER MUST REMAIN ON THE ORIGINATING LOT OR BE ROUTED THROUGH THE STORM DRAIN INFRASTRUCTURE AND MAY NOT ENTER NEIGHBORING PRIVATE PROPERTY.

No.	DATE	DESCRIPTION
1	10/18/19	REVISED PER CITY COMMENTS
2	03/13/20	REVISED DRY SYSTEM, SIDEWALK & LABELING

SCALE MEASURES 1"INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 0.5 1

DRAWN BY FBA
CHECKED BY MCP
FIELD CREW ZS/CL
DATE 05/29/2020
DWG FILE 2005095SITE

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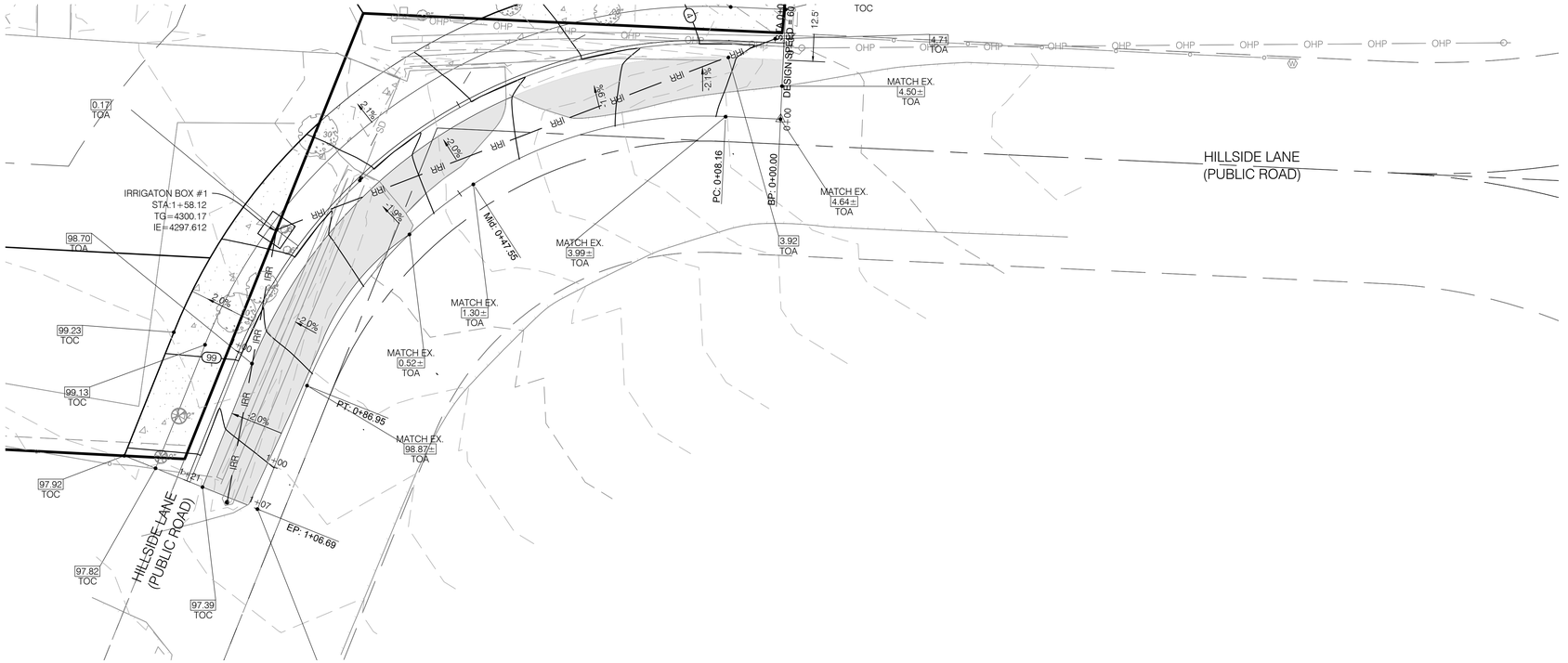
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PROJECT NO. 2005095

GRADING & DRAINAGE PLAN

CGD.01
6 OF 10

"PRELIMINARY PLAT"



NORTH

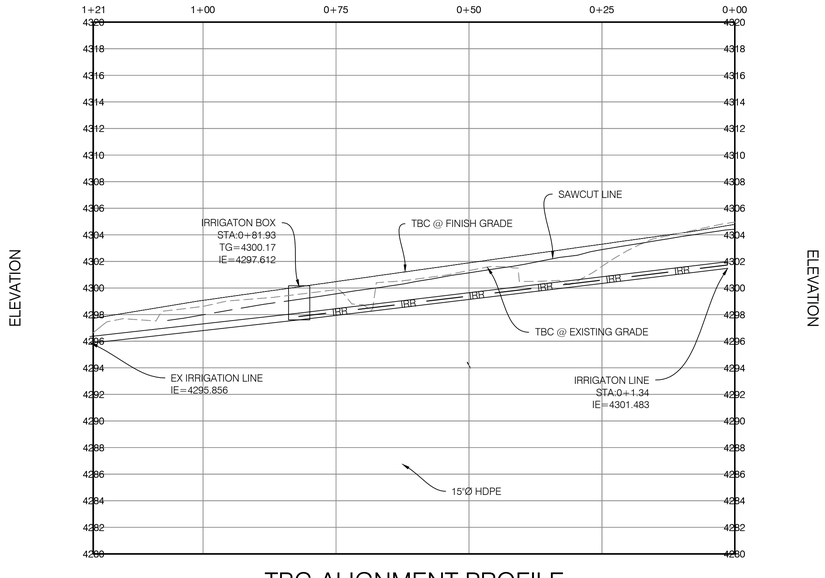
GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
1 inch = 10ft.

HORIZONTAL= 1":10'
VERTICAL=1":4'

STATION



TBC-ALIGNMENT PROFILE

HILLSIDE LANE PROFILE

No.	DATE	DESCRIPTION
1.	10/18/19	REVISED PER CITY COMMENTS
2.	03/13/20	REVISED IRR SYSTEM, SIDEWALK & LABELING

SCALE MEASURES 1"INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

DRAWN BY	FBA
CHECKED BY	MCP
FIELD CREW	ZS/CL
DATE	05/29/2020
DWG FILE	2005095SITE

0 0.5 1

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PROJECT NO: 2005095

PLAN &
PROFILE
HILLSIDE LN.

CPP.01
7 OF 10

"PRELIMINARY PLAT"



NORTH

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.

SWPPP KEY NOTES REFERENCE

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS.

NO.	DESCRIPTION	DETAIL
1	CONCRETE WASTE MANAGEMENT	1/CEP.02
2	SEDIMENT BARRIER	2/CEP.02
3	MATERIALS STORAGE	3/CEP.02
4	PORTABLE TOILETS	4/CEP.02
5	SILT FENCE	6/CEP.02
6	TEMPORARY CONSTRUCTION ENTRANCE	7/CEP.02

NOTE: CONTRACTOR SHALL INSTALL EROSION CONTROLS (SILT FENCES, STRAW BALES, ETC) AS REQUIRED BY REGULATORY AGENCIES. SAID CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH AGENCY STANDARDS AND FOLLOWING BEST MANAGEMENT PRACTICES FOR ACTUAL PLACEMENT ON SITE. STRAW BALES SHOWN ON THESE DRAWINGS ARE INTENDED AS A MINIMUM REQUIREMENT. ADDITIONAL CONTROLS REQUESTED BY AGENCY INSPECTORS SHALL BE REQUIRED. DUST CONTROL SHALL BE PROVIDED AT ALL TIMES, AT THE CONTRACTOR'S EXPENSE, TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY.

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No.	DATE	DESCRIPTION
1	10/18/19	REVISED PER CITY COMMENTS
2	03/13/20	REVISED IRR SYSTEM, SIDEWALK & LABELING

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 0.5 1

DRAWN BY: FBA
CHECKED BY: MCP
FIELD CREW: ZS/CL
DATE: 05/29/2020
DWG FILE: 2005095SITE

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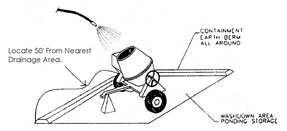
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EROSION
CONTROL
PLAN

CEP.01
8 OF 10

"PRELIMINARY PLAT"

BMP: Concrete Waste Management



DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout off-site, performing on-site washout in a designated area, and training employees and subcontractors.

APPLICATIONS:
This technique is applicable to all types of sites.

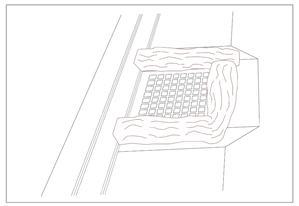
INSTALLATION/APPLICATION CRITERIA:
- Store dry and wet materials under cover, away from drainage areas.
- Avoid mixing excess amounts of fresh concrete or cement on-site.
- Perform washout of concrete trucks off-site or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- When washing concrete to remove fine particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (See Earth Berm Barrier information sheet.)
- Train employees and subcontractors in proper concrete waste management.

LIMITATIONS:
- Off-site washout of concrete wastes may not always be possible.

MAINTENANCE:
- Inspect subcontractors to ensure that concrete wastes are being properly managed.
- If using a temporary pit, dispose hardened concrete on a regular basis.

CONCRETE WASTE MANAGEMENT 1
SCALE: NTS

BMP: Inlet Protection – Wattle
IP-W
CONSTRUCTION



DESCRIPTION:
Sediment barrier erected around storm drain inlet.

APPLICATION:
Construct at storm drainage inlets located down-gradient of areas to be disturbed by construction.

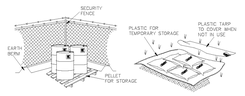
INSTALLATION/APPLICATION CRITERIA:
- Provide up-gradient sediment controls, such as silt fence during construction of inlet
- When construction of curb and gutter and roadways is complete, install gravel filled wattles around perimeter of inlet

LIMITATIONS:
- Recommended maximum contributing drainage area of one acre
- Requires shallow slopes adjacent to inlet

MAINTENANCE:
- Inspect inlet protection following storm event and at a minimum of once every 14 days.
- Remove accumulated sediment when it reaches 4 inches in depth.
- Look for bypassing or undercutting and repair or realign as needed.

INLET PROTECTION WATTLE 2
SCALE: NTS

BMP: Materials Storage



DESCRIPTION:
Controlled storage of on-site materials.

APPLICATION:
- Storage of hazardous, toxic, and all chemical substances.
- Any construction site with outside storage of materials.

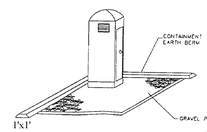
INSTALLATION/APPLICATION CRITERIA:
- Designate a secured area with limited access as the storage location. Ensure no waterways or drainage paths are nearby.
- Construct compacted earthen berm (See Earth Berm Barrier Information Sheet), or similar perimeter containment around storage location for impoundment in the case of spills.
- Ensure all on-site personnel utilize designated storage area. Do not store excessive amounts of material that will not be utilized on site.
- For active use of materials away from the storage area ensure materials are not set directly on the ground and are covered when not in use. Protect storm drainage during use.

LIMITATIONS:
- Does not prevent contamination due to mishandling of products.
- Spill Prevention and Response Plan still required.
- Only effective if materials are actively stored in controlled location.

MAINTENANCE:
- Inspect daily and repair any damage to perimeter impoundment or security fencing.
- Check materials are being correctly stored (i.e. standing upright, in labeled containers, tightly capped) and that no materials are being stored away from the designated location.

MATERIALS STORAGE 3
SCALE: NTS

BMP: Portable Toilets



DESCRIPTION:
Temporary on-site sanitary facilities for construction personnel.

APPLICATION:
All sites with no permanent sanitary facilities or where permanent facility is too far from activities.

INSTALLATION/APPLICATION CRITERIA:
- Locate portable toilets in convenient locations throughout the site.
- Prepare level, gravel surface and provide clear access to the toilets for servicing and for on-site personnel.
- Construct earth berm perimeter (See Earth Berm Barrier Information Sheet), or control for spill/protection leak.

LIMITATIONS:
No limitations.

MAINTENANCE:
- Portable toilets should be maintained in good working order by licensed service with daily observation for leak detection.
- Regular waste collection should be arranged with licensed service.
- All waste should be deposited in sanitary sewer system for treatment with appropriate agency approval.

PORTABLE TOILETS 4
SCALE: NTS

BMP: Spill Clean-Up



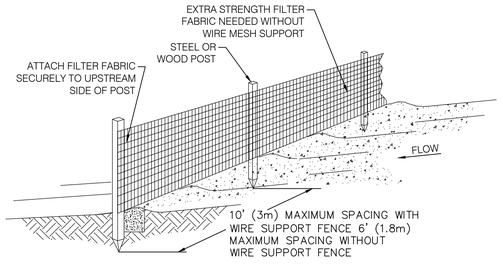
DESCRIPTION:
Practices to clean-up leakage/spillage of on-site materials that may be harmful to receiving waters.

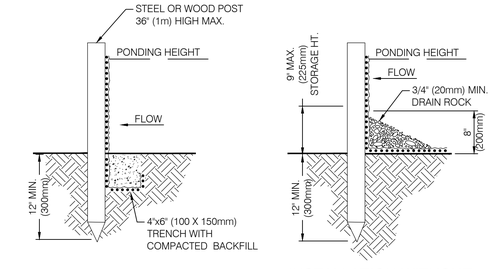
APPLICATION:
All sites

GENERAL:
- Store controlled materials within a storage area.
- Educate personnel on prevention and clean-up techniques.
- Designate an Emergency Coordinator responsible for employing preventative practices and for providing spill response.
- Maintain a supply of clean-up equipment on-site and post a list of local response agencies with phone numbers.

METHODS:
- Clean-up spills/leaks immediately and remediate cause.
- Use as little water as possible. NEVER HOSE DOWN OR BURY SPILL CONTAMINATED MATERIAL.
- Use rags or absorbent material for clean-up. Excavate contaminated soils. Dispose of clean-up material and soil as hazardous waste.
- Document all spills with date, location, substance, volume, actions taken and other pertinent data.
- Contact local Fire Department and State Division of Environmental Response and Remediation (Phone #536-4100) for any spill of reportable quantity.

SPILL CLEAN UP 5
SCALE: NTS





TRENCH DETAIL

INSTALLATION WITHOUT TRENCHING

NOT TO SCALE

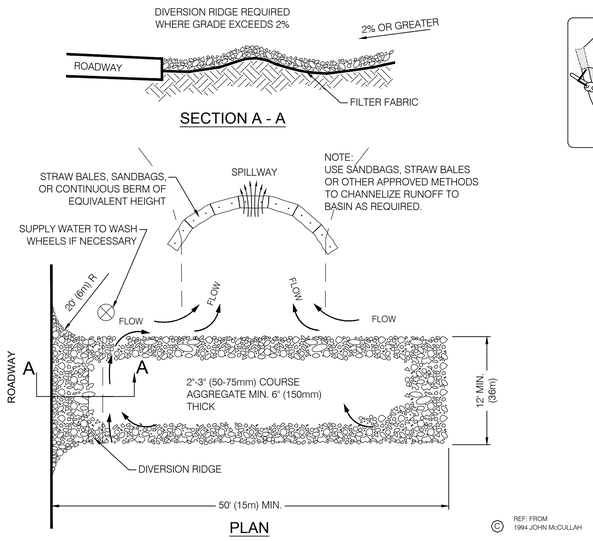
NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" (225mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.

3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

© REF: FROM 1994 JOHN McCULLAH

SILT FENCE 6
SCALE: NTS



© REF: FROM 1994 JOHN McCULLAH

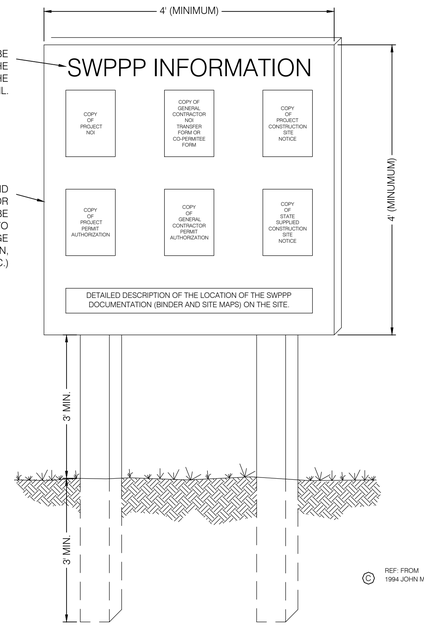
NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.

2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT 7
SCALE: NTS

CALL BEFORE YOU DIG.
IT'S FREE & IT'S THE LAW
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER
1-800-662-4111
www.bluestakes.org
811



NOTES:
1) THE SWPPP INFORMATION SIGN MUST BE LOCATED NEAR THE CONSTRUCTION EXIT OF THE SITE, SUCH THAT IT IS ACCESSIBLE AND VIEWABLE BY THE GENERAL PUBLIC, BUT NOT OBSTRUCTING VIEWS AS TO CAUSE A SAFETY HAZARD.

2) ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE-TO TERMINATION (NOT) IS FILED FOR THE PERMIT.

3) CONTRACTOR SHALL POST OTHER STORM WATER AND/OR EROSION AND SEDIMENT CONTROL RELATED PERMITS ON THE SIGN AS REQUIRED BY THE GOVERNING AGENCY.

4) SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.

5) CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY IF THE SWPPP INFORMATION SIGN.

© REF: FROM 1994 JOHN McCULLAH

SWPPP INFORMATION SIGN 8
SCALE: NTS

No.	DATE	DESCRIPTION
1	10/18/19	REVISED PER CITY COMMENTS
2	03/13/20	REVISED ERR SYSTEM, SIDEWALK & LABELING

SCALE MEASURES 1"INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 0.5 1

DRAWN BY: FBA
CHECKED BY: MCP
FIELD CREW: ZS/CL
DATE: 05/29/2020
DWG FILE: 2005095SITE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE #100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkut.com

BENCHMARK CIVIL

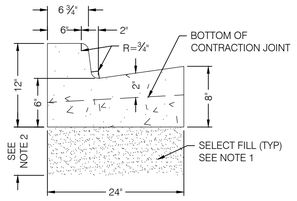
BOURNEBROOK SUBDIVISION
3500 S HILLSIDE LANE
MILLCREEK, UT

PROJECT NO.: 2005095

EROSION CONTROL DETAILS

CEP.02
9 OF 10

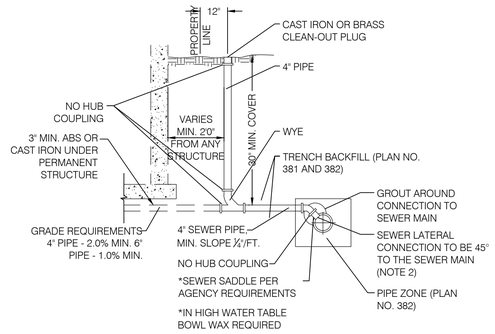
"PRELIMINARY PLAT"



CONCRETE AREA = 1.347 SQ. FT.

TYPE E

CURB AND GUTTER (1)
SCALE: NTS



NOTES:

1. INSPECTION:
   A. PRIOR TO INSTALLATION, SECURE ACCEPTANCE BY ENGINEER FOR ALL PIPE, FITTINGS, AND COUPLINGS TO BE USED.
   B. PRIOR TO BACKFILLING, SECURE INSPECTION OF INSTALLATION BY ENGINEER. GIVE AT LEAST 24 HOUR NOTICE.

2. INSTALLATION:
   A. PROVIDE AGENCY APPROVED WYE OR TEE WITH APPROPRIATE DONUT. VERIFY WHETHER CONTRACTOR OR AGENCY IS TO INSTALL THE WYE.
   B. TAPE WRAP PIPE AS REQUIRED BY SOIL CONDITIONS.
   C. REMOVE CORE PLUG FROM SEWER MAIN. DO NOT BREAK INTO SEWER MAIN TO MAKE CONNECTION.
   D. STAINLESS STEEL STRAPS REQUIRED.

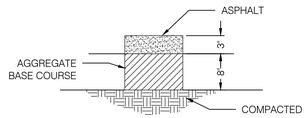
3. BACKFILL: PROVIDE AND PLACE PER APWA SECTION 02321. COMPACT PER APWA SECTION 02324 TO A MODIFIED PROCTOR DENSITY OF 95 PERCENT OR GREATER. MAXIMUM LIFT THICKNESS IS 8 INCHES BEFORE COMPACTION.

SECTION

SEWER LATERAL CONNECTION (2)
SCALE: N.T.S. (APWA PLAN NO. 431)

ALTERNATE: STANDARD

CONCRETE	5"
GRAVEL BASE	4"



STANDARD DUTY PAVEMENT

NOTE:
1. FOR REINFORCEMENT DESIGN OF PCC PAVEMENT SECTIONS SEE STRUCTURAL ENGINEER
2. FOR DOWEL DESIGN OF PCC PAVEMENT SECTIONS SEE GEOTECHNICAL ENGINEER.

PAVEMENT SECTIONS (3)
SCALE: NTS

No.	DATE	DESCRIPTION
1	10/18/19	REVISED PER CITY COMMENTS
2	03/13/20	REVISED DRY SYSTEM, SIDEWALK & LABELING

SCALE MEASURES 1"INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 0.5 1

DRAWN BY: FBA
CHECKED BY: MCP
FIELD CREW: ZS/CL
DATE: 05/29/2020
DWG FILE: 2005095SITE

PRELIMINARY
PLAN
NOT FOR
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BENCHMARK CIVIL

BOURNEBROOK SUBDIVISION
3500 S HILLSIDE LANE
MILLCREEK, UT

PROJECT NO: 2005095

DETAIL
SHEET

CDT.01
10OF 10

EAST MILL CREEK
Community Council

July 7, 2020

To: Members of the Millcreek Planning Commission
Millcreek Planning Staff

Subject: Application ZM-20-007 Rezone from R-1-21 & R-1-8 to only R—8
Located at 3500 S Hillside Lane

After online discussion and online vote, the Council voted to recommend approval of the subject rezone application.

However, one additional item from the council: We would like to see a survey that clarifies the property line, or some clarification on the property as to why this R-1-21 sliver exists, because it is confusing that we have a sliver of property zoned something different than the rest of the lot that is R-1-8.

/s/
Nancy Carlson-Gotts
Chair

Cc: Francis Lilly
Erin O'Kelley
EMCCC Members

Ms. Carlson Gotts and Ms. Kelley -

I just wanted to provide comment on the above referenced rezone. I've been to a number of public meetings and note that usually the public comment is overwhelmingly negative and against any changes. Just wanted to put in my 2 cents that I fully support this zone change - which is quite small anyway.

Further, I'm generally supportive of more density in Millcreek overall as I feel its an important step in the process to help us clean our air. We can't have people driving from Santaquin to work in SLC and Millcreek. We need to get people living closer to their jobs.

Thanks for all the city does.

--

Brent Pace

3551 S Neffs Circle
Millcreek, UT 84109

From: Elyse Sullivan
Sent: Thursday, July 2, 2020 9:04 AM
To: Planning Commission; Erin O'kelley; Francis Lilly
Subject: FW: Online Form Submittal: Public Comments

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, July 2, 2020 8:40 AM
To: Elyse Sullivan <esullivan@millcreek.us>; Comment <comments@millcreek.us>
Subject: Online Form Submittal: Public Comments

Public Comments

First Name	Brent
Last Name	Snow
Address	3555 South Oakwood Street
City	Salt Lake City

Meeting Date	7/15/2020
Comment Subject	SD-20-015
Public Comment	If I measured the proposed plot correctly Lot #1 is to be roughly 50 feet wide and 200 feet long. I would oppose the planning commission acceptance of such a peculiar shaped property for a building lot. Can you imagine what a subdivision of 50 foot wide deep lots would look like?
Supporting Documents	*Field not completed.*

Email not displaying correctly? View it in your browser.

Sent from my mobile.

I have only been able to send this letter to eokelley. Please forward to other addresses if advisable.

I am very opposed to both proposals of rezoning and adding at least two new building sites. New zoning would allow less property for building sites and increase the possibilities of more homes. I am opposed to any new subdivision for different reasons. I have lived directly south at 3512 Hillside Lane for 50 years. Our two properties are heavily wooded and part of East Millcreek. A subdivision would destroy some of the wooded area. The other reason I oppose is there is a sharp bend in the road right at 3500 S Hillside Lane. It would increase the current danger by adding another driveway way and increasing the homes and number of cars at that part of the bend. My wife and I walk past the area on our walk and are well aware of an accident waiting to happen. Cars travel much to fast around the bend. Please, please use wisdom in considering what is best for our community.

Sincerely,

Dean and Donna Jarman

Sent from my iPhone

From: Elyse Sullivan
Sent: Monday, July 6, 2020 9:54 AM
To: Planning Commission; Francis Lilly; Erin O'kelley
Subject: FW: Online Form Submittal: Public Comments

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, July 2, 2020 5:57 PM
To: Elyse Sullivan <esullivan@millcreek.us>; Comment <comments@millcreek.us>
Subject: Online Form Submittal: Public Comments

Public Comments

First Name	Dean
Last Name	Jarman
Address	3512 Hillside Lane

Comment Subject	ZM-20-007 and SD-20-015
Public Comment	I am very opposed to both proposals of rezoning and adding at least two new building sites. New zoning would allow less property for building sites and increase the possibilities of more homes. I am opposed to any new subdivision for different reasons. I have lived directly south at 3512 Hillside Lane for 50 years. Our two properties are heavily wooded and part of East Millcreek. A subdivision would destroy some of the wooded area. The other reason I oppose is there is a sharp bend in the road right at 3500 S Hillside Lane. It would increase the current

	danger by adding another driveway way and increasing the homes and number of cars at that part of the bend. My wife and I walk past the area on our walk and are well aware of an accident waiting to happen. Cars travel much to fast around the bend. Please, please use wisdom in considering what is best for our community. Sincerely, Dean and Donna Jarman
Supporting Documents	*Field not completed.*

Email not displaying correctly? View it in your browser.

Millcreek Planning Commission,

I would like to express my concerns for the proposed project off of Hillside Lane.
My family and myself are against this project. Our concerns are mainly the danger of additional traffic and driveways. The congestion is already a frequent issue of safety when walking and riding bicycles in the area and we can only see it compounded should this plan be completed.

The loss of trees is also of concern. Hate to lose the aesthetic of the neighborhood. (So many trees have already been lost due to the beetles.)

Thank you for considering our objections. We appreciate your fairness and time when working on our neighborhood planning.

Best, Gail Richards (Evergreen Ave)

Sent from my iPad

Dear Nancy,

We received the Notice regarding the Rezone and development plans for 3500 South Hillside Lane.

My family and I live at 3500 South 2700 East - just a couple homes East the address in question. We have concerns about the proposed development.

Access to this lot is on a very awkward and dangerous corner. We often drive this corner, but much of it is blind. And the road is narrow. Walking around the corner always concerns me, not knowing if the cars that happen to be coming around the corner at the same time will be alert and see us in time. The plans show several driveways accessing the road at this dangerous corner. Increasing traffic along this road, especially at this dangerous corner is a recipe for disaster. If you come to walk and drive this corner, you will understand our concerns.

Sincerely,

Mike & Natalie Hicks

From: noreply@civicplus.com
To: Elyse Sullivan; Comment
Subject: Online Form Submittal: Public Comments
Date: Tuesday, July 7, 2020 1:48:47 PM

Public Comments

First Name	Nancy
Last Name	CARLSON-GOTTS
Address	3500 S Millcreek Canyon Road

Comment Subject	Subdivision on 3500 S. Hillside Lane
Public Comment	There is an application for a rezone as a preface to a subdivision at subject address. Do you then approve a subdivision application before the community sees the renderings of what's being proposed ? It seems that the proposed 3 lots are 'interesting', 2 of the new lots are slivers that would contain a 'small' house; not sure what small means. The 2 lot would be larger and contain the existing home. I think we should see a proposal of the layout of the homes as to size, shape, style, etc. before approving a subdivision 1. Traffic is a concern because of the 3/4 schools in the area; Hillside is a narrow, country lane that has the sharp turn right where the entry to the lot(s) are/would be. 2. Concern over the density of the homes in that area, 3 lots may be okay, but the document I saw, indicates 2 small slivers and 1 larger lot. Would want to see more specifics on what the applicant is proposing.

3. I might be concerned over the look and size/scale and height of the homes; having no document that gives us the layout, I can't give specifics at this time.

4. Concern over the creek and development; we have seen several along the creek that have caused concern with residents, encroachment, deterioration of stream bank with removal of trees and construction; e.g., the large home on the 's' curve, the development on Honeycutt (at Millcreek Way), property across creek from the community center.

5. The trees, a major asset to the stream - will they be removed and how many ? Will trees be required to be planted to replace those removed during construction. We had a development where trees were removed because they were 'infested' w/o providing proof they were infested.

6. What will be the impact to neighbors across the creek; in terms of what will they be seeing? How will it change the quiet, calm sense of the creek and those residents who live along the stream ..

Supporting Documents	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: Wallace Kris Rosander
Sent: Monday, July 6, 2020 7:25 PM
To: Erin O'kelley
Subject: Hillside Lane

I would like to voice my opinion of the project on the north end of Hillside Lane. My husband and I feel like the Balli's and Flygare's feel. Hillside Lane is a very small road which is very narrow especially on the curb. The road slopes toward the west where the ditch is. It is extremely dangerous in the winter with ice on the road. There is no good place to park on Hillside Lane. Adding more homes and traffic will make this street very dangerous.
We feel like Hillside Lane has already become busier with traffic, biker's and those who walk. We feel our street would become even busier and more dangerous to everyone. There are a number of young people who use this street, and we want them to be safe. We hope you will consider these concerns. Earlier this year a 5 year old boy was hit by a car on Neffs Lane, he did not survive. A very sad time and still is on our mind. We want children and adults be safe on these streets. They are already hazardous. Don't make it worse for ourselves and our families.

Thank You

Kris and Becky Rosander

Richard W. and Derbie L. Flygare
2633 Gaylar Circle
Millcreek, UT 84109
July 1, 2020

Ms. Erin O'Kelley
Millcreek
3330 South 1300 East
Millcreek, UT 84106

Via Hand Delivery

Re: Project Number SD-20-015
Project Number ZM-20-007

Dear Ms. O'Kelley,

We are writing this letter to express our opposition to the projects referenced above.

We currently reside at 2633 Gaylar Circle. Our residence is within 300 feet of the site of the proposed project (and within 600 feet of the location affected by the rezoning application that has been submitted in connection with the project). We have lived at our current address continuously since May 2001 and are very familiar with conditions in this neighborhood, particularly vehicular and pedestrian traffic flows on Hillside Lane.

If the project is approved as proposed, it is our view that it will produce a significant change in the character of this neighborhood and a reduction in the quality of life for current residents. Our objections include the following:

1. The project will produce an increase in traffic congestion and traffic hazards in the area. Please note the following:

    - The north end of Hillside Lane already carries a large volume of automobile, truck, bicycle and pedestrian traffic to and from 2700 East.

    - Hillside Lane turns sharply southward at the exact location that is proposed for the subdivision project.

    - In our experience, the narrowness of Hillside Lane and the geometry of the curve in the roadway at the project location are such that frequent conflicts already occur between vehicles that are attempting to negotiate the curve in opposite directions.

    - The addition of two new residential driveways along the curved section of Hillside Lane can only amplify the vehicular conflict hazards that already exist, particularly along the portion of Hillside Lane lying between 2700 East and Gaylar Circle to the west and south.

- As mentioned above, pedestrians and bicyclists also make frequent use of that section of Hillside Lane. Conflicts between vehicles, pedestrians and bicyclists are an everyday occurrence along the north section of Hillside at the site of the proposed project.

- Vehicles that are illegally parked on the north and south sides of Hillside Lane (a frequent occurrence between 2700 East and the project location) create additional hazards by tending to cause drivers to violate the centerline of the already narrow roadway.

2. The project will also affect the neighborhood in undesirable ways:

    - In addition to the traffic safety issues described above, construction of two new residences will produce a significant increase in noise and construction-related traffic congestion.

    - The location of Lot 2 of the project is currently wooded, which is valuable from aesthetic and from noise reduction points of view. Those attributes stand to be lost if a new residence is constructed on Lot 2.

For the reasons stated above, we oppose the subdivision project and urge the Planning Commission to reject it and its associated rezoning application.

Sincerely,

Richard W. Flygare Derbie L. Flygare

Richard W. and Derbie L. Flygare

From: noreply@civicplus.com
To: Elyse Sullivan; Comment
Subject: Online Form Submittal: Public Comments
Date: Tuesday, July 7, 2020 1:48:47 PM

Public Comments

First Name	Nancy
Last Name	CARLSON-GOTTS
Address	3500 S Millcreek Canyon Road

Public Comment	There is an application for a rezone as a preface to a subdivision at subject address. Do you then approve a subdivision application before the community sees the renderings of what's being proposed ? It seems that the proposed 3 lots are 'interesting', 2 of the new lots are slivers that would contain a 'small' house; not sure what small means. The 2 lot would be larger and contain the existing home. I think we should see a proposal of the layout of the homes as to size, shape, style, etc. before approving a subdivision 1. Traffic is a concern because of the 3/4 schools in the area; Hillside is a narrow, country lane that has the sharp turn right where the entry to the lot(s) are/would be. 2. Concern over the density of the homes in that area, 3 lots may be okay, but the document I saw, indicates 2 small slivers and 1 larger lot. Would want to see more specifics on what the applicant is proposing.

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5. The trees, a major asset to the stream - will they be removed and how many ? Will trees be required to be planted to replace those removed during construction. We had a development where trees were removed because they were 'infested' w/o providing proof they were infested.

6. What will be the impact to neighbors across the creek; in terms of what will they be seeing? How will it change the quiet, calm sense of the creek and those residents who live along the stream ..

Supporting Documents	*Field not completed.*

Email not displaying correctly? View it in your browser.

Ms. O'Kelley and Ms. Carlson Gotts,

I would like to voice my concerns over the request for a zoning change and new sub division ZM-20-007

I am a lifelong resident of Millcreek, we built our 2nd home here in Millcreek 5 Years ago. Millcreek it is an excellent neighborhood in a great location. Our home is located at 3521 Hillside Lane, we have made an investment here in Millcreek. Millcreek is a great city with a great history, we are benefited by a great variety of people with diverse backgrounds. To rezone this property would be a dilution of the quality of this neighborhood and to those who work hard to create and maintain it.

I believe in Property rights. As a property owner, we have rights as well. I hope our rights are not trampled in these deliberations. I personally see this rezoning issue as a matter of public safety. The overwhelming majority of my neighbors are against any zoning changes and do not approve of this sub division. Do not dilute the quality of life we have here in this neighborhood by adding this proposed sub division.

Perhaps no issue resonates in this neighborhood more than the lack of safety on this short stretch of Hillside Lane. Our neighborhood experienced a tragic accident just 300 yards to the south west of 3500 Hillside Lane. On February 25th of this year, a young child was hit and killed in an auto pedestrian accident on Neffs Lane. Neffs Lane is lacking many of the same public safety amenities such as sidewalks and street lighting as 3500 South Hillside lane. Both are narrow old street designs, never updated for the safety of pedestrians and cyclists.

Without adequate safety precautions and planning, a serious accident is not a matter of if, it's a matter of when.
Despite this stretch of Hillside Lane being a no parking zone, daily we have illegal parking issues. When 3500 South Hillside Lane needs off site parking for guests they park in front of our home. This creates a dangerous safety issues for our grandchildren playing, and other family guests.

Changing the zoning and permitting a new subdivision is not in the best interest of anyone except the financial interest of the property owner, certainly not the Millcreek population.
We have a dangerous road that currently represents a clear danger to vehicles, pedestrians, and cyclists. A decision to add more traffic exiting and entry on to this short road would only increase the danger. The current zoning was implemented years ago, over the years nothing has changed, the zoning R-1-21 still maintains the quality of the neighborhood. The existing public safety issues on Hillside Lane can be addressed and resolved. Do the right thing for the community as well as for those that might be walking or cycling through. Vote NO on Rezoning this property.

I have included two atachments with this email of Hillside Lane; the first picture shows the view a driver would have approaching the turn from the South; the second picture reflects the view driving West on Hillside lane off of 2700 East.

Regards,

Bryan Ball

Photo 1 North Bound Hillside Lane approaching 3500 Hillside Lane from the South



Photo 2 West Bound Hillside Lane Approaching 3500 Hillside Lane from the East



Sent from Mail for Windows 10

MILLCREEK, UTAH
RESOLUTION NO. 20-29

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING APPOINTMENTS TO THE PLANNING COMMISSION

WHEREAS, the Millcreek Council ("*Council*") met in regular session on July 27, 2020, to consider, among other things, approving appointments to the Planning Commission; and

WHEREAS, Millcreek Code of Ordinances 19.05.020 provides that Members of the Planning Commission shall be appointed by the Mayor, with the advice and consent of the Council and it also provides that the appointment shall be made by resolution of the Council; and

WHEREAS, the Mayor hereby nominates Scott Claerhout and Ian Wright as members of the Planning Commission; and

WHEREAS, the Council has given advice regarding the appointment of such members and hereby consents to such appointments; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety, and welfare of the citizens of Millcreek to consent to such appointments.

NOW, THEREFORE, BE IT RESOLVED that the Council consents to the appointments of Scott Claerhout and Ian Wright as members of the Planning Commission.

This Resolution shall take effect immediately.

PASSED AND APPROVED by the Council this 27th day of July 2020.

MILLCREEK

_____
Jeff Silvestrini Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:

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

MILLCREEK, UTAH
ORDINANCE NO. 20-35

AN ORDINANCE NOTIFYING THE PUBLIC OF A PENDING ORDINANCE THAT WOULD PROHIBIT MIXED USE DEVELOPMENTS WHICH IS DEFINED AS GENERAL RETAIL, OFFICE, AND RESIDENTIAL USES SHARING THE SAME BUILDING IN THE C-1, C-2, AND C-3 ZONES

WHEREAS, the Millcreek Council (the "Council") met in regular session on July 27, 2020, to consider, among other things, approving an ordinance notifying the public of a pending ordinance that would prohibit mixed use developments which is defined as general retail, office, and residential uses sharing the same building in the C-1, C-2, and C-3 zones; and

WHEREAS, the Planning Commission and City staff has recommended revisions to the Millcreek Zoning Ordinance to establish new standards and requirements for mixed use developments which is defined as general retail, office, and residential uses sharing the same building in the C-1, C-2, and C-3 zones; and

WHEREAS, the Council is authorized by Utah Code Ann.§10-9a-509(1)(a)(ii)(B) to initiate proceedings to amend its ordinances in a manner provided by local ordinance and before the application is submitted, the municipality has formally initiated proceedings to amend its ordinances in a manner that would prohibit approval of the application as submitted; and

WHEREAS, Utah Code Ann.§10-9a-509(1)(e) provides that the City shall process an application without regard to proceedings initiated to amend the municipality's ordinances as provided in Utah Code Ann.§10-9a-509(1)(a)(ii)(B) if 180 days have passed since the proceedings were initiated and the proceedings have not resulted in an enactment that prohibits approval of the application as submitted; and

WHEREAS, the Council has determined that based on Planning Commission and staff recommendation that an ordinance establishing new standards and requirements for mixed use developments which is defined as general retail, office, and residential uses sharing the same building in the C-1, C-2, and C-3 zones is needed; and

WHEREAS, the period needed to review and implement an ordinance establishing new standards and requirements for mixed use developments which is defined as general retail, office, and residential uses sharing the same building in the C-1, C-2, and C-3 zones is within a period of one hundred eighty (180) days; and

WHEREAS, after careful consideration, the Council has determined to initiate proceedings to amend the Zoning Ordinance to establish new standards and requirements for mixed use developments which is defined as general retail, office, and residential uses sharing the same building in the C-1, C-2, and C-3 zones; and

WHEREAS the Council finds that this Ordinance constitutes formally initiated proceedings that satisfies the requirements Utah Code Ann. §10-9a-509 (1)(a)(ii)(B) and further

finds that this Ordinance is in the best interest of the health, safety, and welfare of the City's residents.

NOW, THEREFORE, BE IT ORDAINED by the Council that to protect the public health, safety, and welfare and to implement the planning and zoning objectives of the City, the Council hereby invokes the pending ordinance doctrine and/or Utah Code Ann. §10-9a-509 (1)(a)(ii)(B) and expressly formalizes its intentions to consider enactment of such ordinances and comprehensive amendments to the Zoning Ordinances to establish new standards and requirements for mixed use developments which is defined as general retail, office, and residential uses sharing the same building in the C-1, C-2, and C-3 zones.

BE IT FURTHER ORDAINED that beginning July 28, 2020, this ordinance prohibits accepting and/or processing any application for mixed use developments which is defined as general retail, office, and residential uses sharing the same building in the C-1, C-2, and C-3 zones.

This ordinance shall become effective upon passage.

PASSED AND APPROVED this 27th day of July 2020.

MILLCREEK

By: _____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan**,** 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 20-35: AN ORDINANCE NOTIFYING THE PUBLIC OF A PENDING ORDINANCE THAT WOULD PROHIBIT MIXED USE DEVELOPMENTS WHICH IS DEFINED AS GENERAL RETAIL, OFFICE, AND RESIDENTIAL USES SHARING THE SAME BUILDING IN THE C-1, C-2, AND C-3 ZONES was passed and adopted the 27th day of July, 2020 and certifies that a summary was published in the Deseret News and Salt Lake Tribune the day of , 2020.

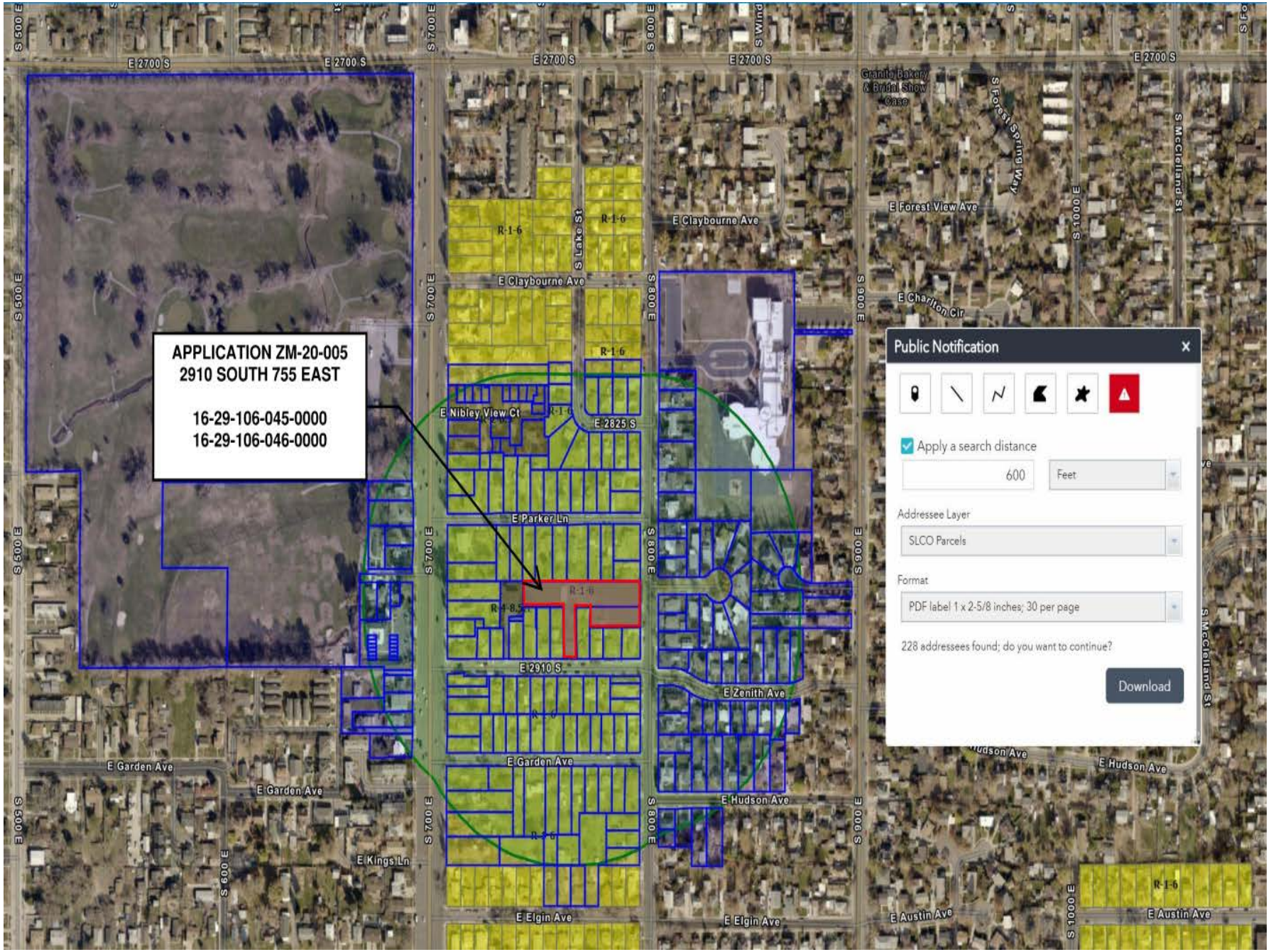
_____
Elyse Sullivan, City Recorder

ZM-20-005

Meeting Date: July 27, 2020
Applicant: Adam Von Maack, Sancus Development
Property Address: 755 East 2910 South
Parcel IDs: 16-29-106-045-0000 and 16-29-106-046-0000

Request: Rezone property from R-1-6 to R-1-5

Zone: R-1-6
Community Council: Millcreek Community Council
Prepared By: Robert May, Planner

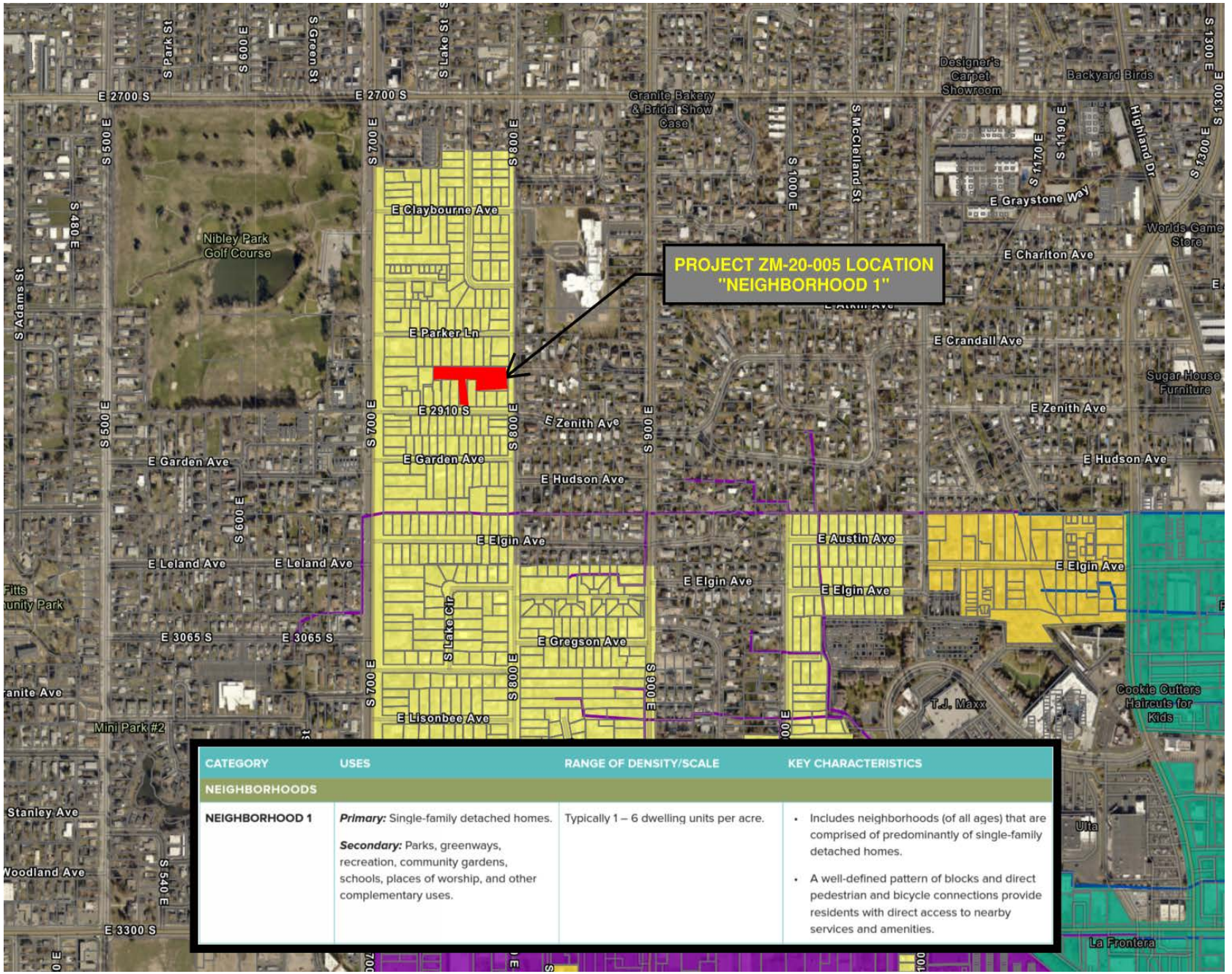


The applicant is petitioning City Council to rezone property located at 755 East 2910 South from the existing R-1-6 to an R-1-5 to accommodate a 6-lot subdivision plat.

Currently the subject properties are zoned R-1-6 and collectively consist of approximately 1.18 acres.

The subject property and much of the immediate area, per the Future Land Use Map, is designated as a Neighborhood 1 which has a typical range of density between 1-6 dwelling units per acre.

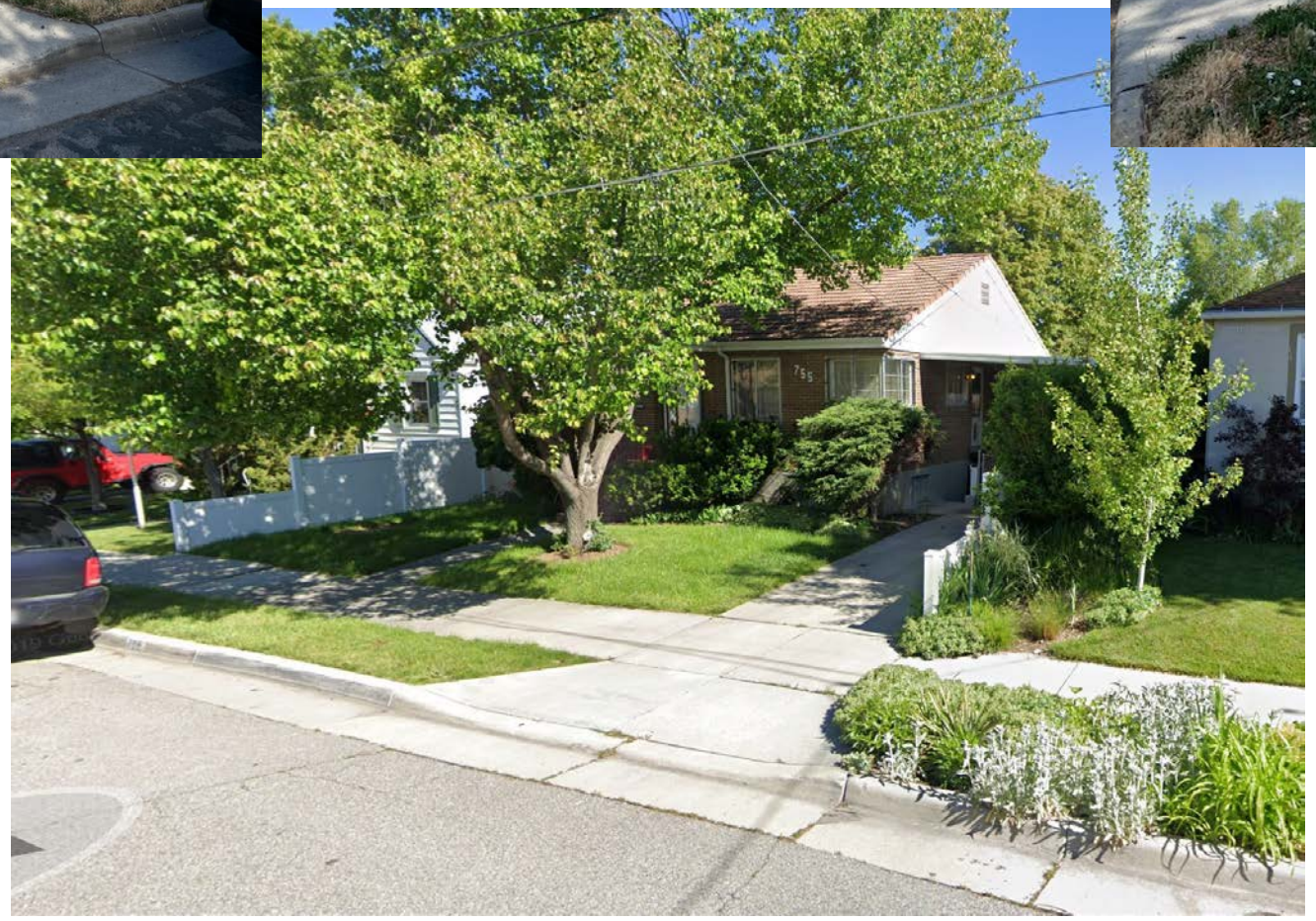
Staff finds that maintaining an R-1-5 still comfortably harnesses the R-1 single-family neighborhood and that the addition of 5 more units would not negatively impact the immediate area.



CATEGORY	USES	RANGE OF DENSITY/SCALE	KEY CHARACTERISTICS
NEIGHBORHOODS			
NEIGHBORHOOD 1	***Primary:*** Single-family detached homes. ***Secondary:*** Parks, greenways, recreation, community gardens, schools, places of worship, and other complementary uses.	Typically 1 – 6 dwelling units per acre.	• Includes neighborhoods (of all ages) that are comprised of predominantly of single-family detached homes. • A well-defined pattern of blocks and direct pedestrian and bicycle connections provide residents with direct access to nearby services and amenities.


PUBLIC
NOTICE


PUBLIC
NOTICE


755



- **Properties in green are recognized as nonconforming**

- **Much of the area was development around 1953**

- **Blocks contains 29 parcels**
- **19 of the parcels are recognized as nonconforming in the R-1-6 Zone due to either the lack of area or width or both**

- **Average area is 7,654 sf**

- **Average width is 53 feet**

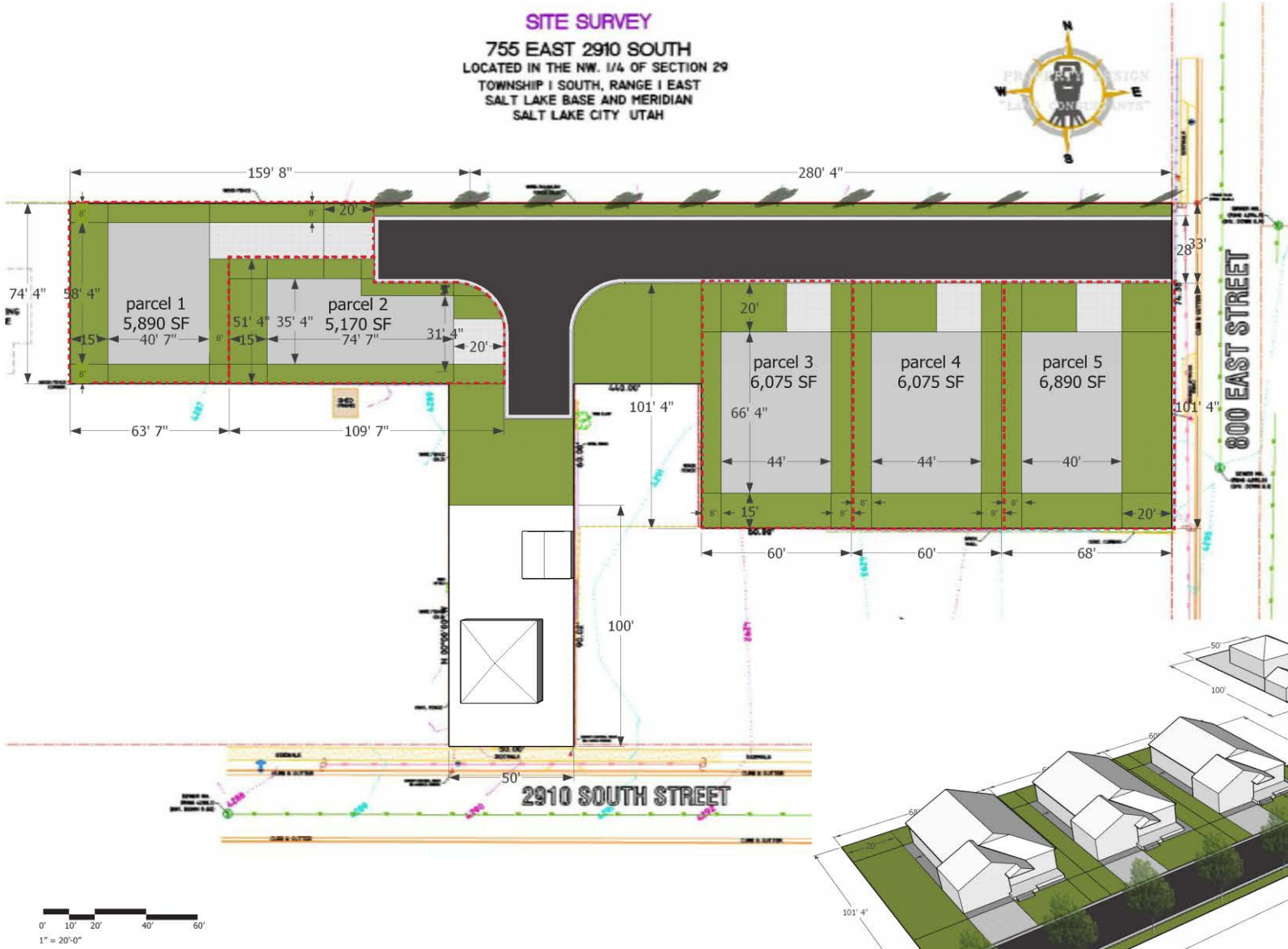


Project Information Summary Table

Requirement	R-1-6 Zone	R-1-5 Zone (Proposed)
Height	28′ feet	28′ feet
Density	6 units per acre	7 units per acre
Front Yard Setback	25 Feet	20 Feet
Side Yard Setback	8′ feet	8′ feet *
Rear Yard Setback	15′ Feet	15′ feet
Lot Width	60 Feet	60 feet
Lot Area	6,000 sf	5,000 sf
Parking	2 spaces per unit with at least one covered space per unit	2 spaces per unit with at least one covered space per unit
Lot Coverage	35%	35%

***The R-1-5 Zone interior side yard setback requires 5 feet unless attached to a dwelling on an adjacent lot. However, the RCOZ minimum standards for combined side yard setbacks for any main structure shall be at least twenty-five (25%) percent of the lot width with no side setback less than eight feet.**

Concept Option



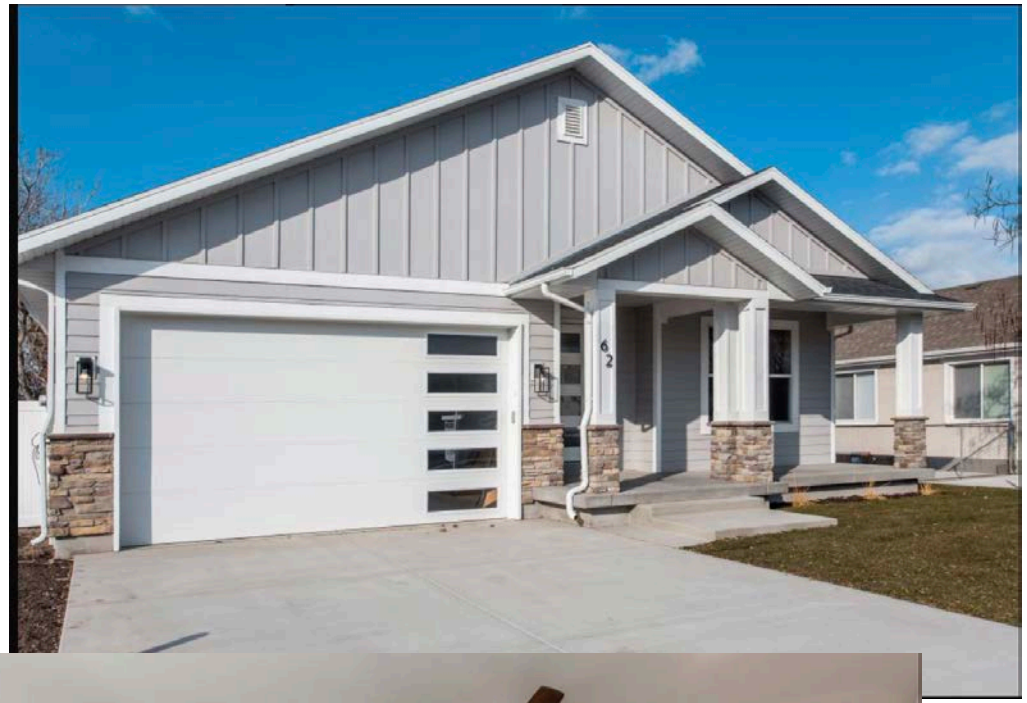


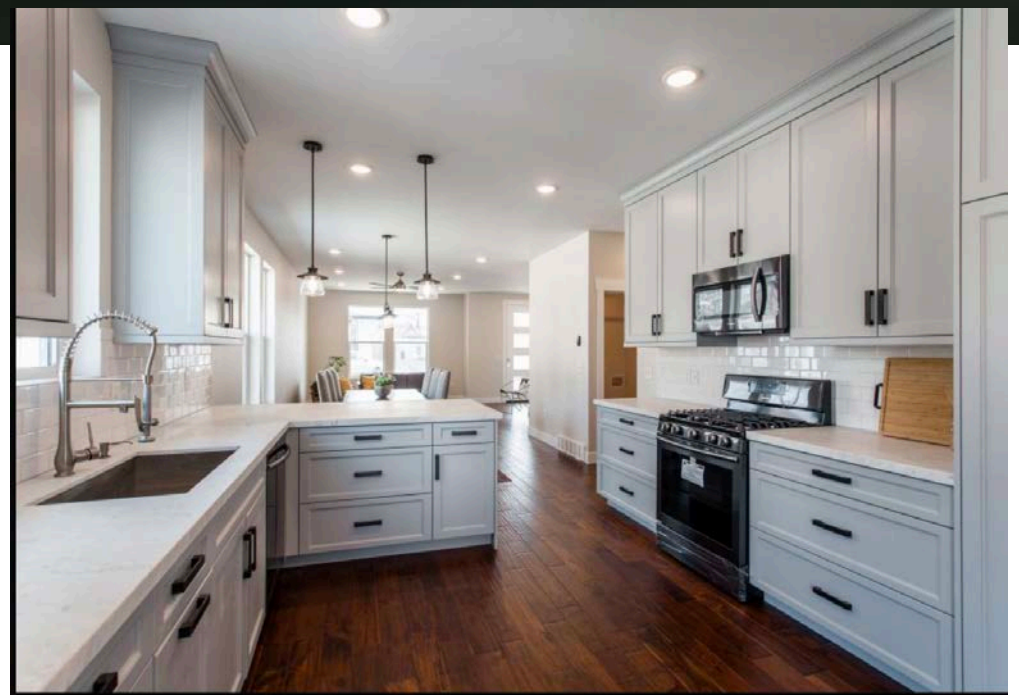
Concept Statistics:

- Private Roadway (30' ROW, 24' Drive Width)
- Fire Access via hammerhead
- R-1-5 / RCOZ Zone District
- 5 Developable Parcels
  Min. Parcel Size 5,170 SF
- 20' Front Yard Setback
- 8' Side Yard Setback
- 15' Rear Yard Setback
- 28' Maximum Height, measured from natural grade

Sancus Development, LLC
Dan L. Maack
p | 801.680.2600
e | Maackent@gmail.com









COMMUNITY COUNCIL RESPONSE

The Millcreek Community Council at their regularly scheduled meeting on June 2, 2020 recommended approval of the proposed rezone that included a development agreement and that the final plans meet the minimum requirements and setbacks of the R-1-5 Zone and RCOZ.

NEIGHBORHOOD RESPONSE

The applicant held an informal virtual neighborhood meeting on Tuesday, 26 May at 6:00 pm. A summary of the meeting notes are included in this staff report. Although staff received a few phone calls from residents inquiring about the project, only one resident had a concern which was regarding fencing. The resident wanted to see fencing along the perimeter of the project but more specifically along the property line adjacent to the proposed private road. The resident felt as though the traffic noise and lights would be a nuisance.

STAFF FINDINGS

- Staff finds that an R-1-5 Zone is compatible at 7 units per acre and is subject to the Residential Compatibility Overlay (RCOZ) Zone which would help balance neighborhood compatibility.

- Staff finds that maintaining an R-1-5 still comfortably harnesses the R-1 single-family neighborhood and that the addition of 5 more units would not negatively impact the character and existing density of the immediate neighborhood.

- Staff finds that based on such little opposition from residents and neighbors that the proposal will be a well-balanced addition to the neighborhood.

- Staff finds that the proposed rezone to an R-1-5 and zone condition with a development agreement showcasing the minimum conditions outlined by staff will secure a positive project and maintain the current balance of the neighborhood.

- Staff would also recommend including a development agreement outlining any specific requirements not already enforced by the current zoning code. Such additional requirements would require specific building materials, a specific architectural design that required pitched roofs and fencing requirements similar to the planned unit development requirements found in Chapter 19.78 of the Millcreek Code.

DEVELOPMENT AGREEMENT CONDITIONS

1. The existing home with an address of 755 East 2910 South, Millcreek, Utah, is not subject to the development or design requirement of this Agreement unless for any reason, any remodel, repair or structural alteration that requires the demolition of an outside wall of the existing home is made, then all future development must adhere to all the design requirements and setbacks of this Agreement.

2. The development shall be required to record a properly approved subdivision plat at the Salt Lake County Recorder's Office that is approved by the City that meets all requirements of Title 18, Millcreek subdivision code and the conditions in this development agreement within 1 year of the approved rezone.

3. The height of each single-family dwelling will not exceed 28' feet in height as measured from natural original grade.

4. Each single-family dwelling must incorporate a pitched roof with a pitch no less than a 3/12 pitch.

5. The setbacks for each single-family dwelling will be as established on the attached site plan, Exhibit C and be as follows below:
   a. Front: 20' feet
   b. Rear: 15' feet
   c. Side interior: 8' feet
   d. Side facing public street: 20' feet

6. The development is subject to all requirements of the Residential Compatibility Overlay Zone located in Chapter 19.71 of the Millcreek City Code.

7. Each single-family dwelling must include two-car garage parking and shall have a minimum unobstructed size of 18' feet wide by 18' feet in length

8. Each single-family dwelling must include drive-way parking capable of accommodating two cars measured at a minimum of 18’ x 18’

9. The development is limited to 6 single-family detached dwelling units.

10. 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 residence within the development or abutting neighborhoods.

11. Developer agrees to meet all requirements and standards of the proposed Millcreek Fencing Ordinance. Specifically, the developer shall install a minimum 6’ foot tall fence along the entire north property line of proposed development as shown in Exhibit C. Acceptable fencing materials include vinyl, composite products, architecturally designed brick, stone, or block, or pre-cast concrete.

12. A minimum of eleven (11) medium size trees (minimum 2” caliper) that are permanently irrigated utilizing City standards ~~that satisfy the requirement of Section 19.77.040 of the Millcreek City Code~~ and shall be provided along the north property line and private road as shown in Exhibit C to provide privacy for neighbors.

13. Each single-family dwelling located in the project shall consist of the following exterior materials. No single material is allowed to exceed 40 percent on street-facing facades. Other materials may be considered for soffits, or as an accent or architectural feature.

a. Stone
b. Cementitious Fiber Board
c. Stucco
d. Aluminum soffit, fascia, and gutters

14. The development shall be approved subject to the submission and recordation of legal instruments setting forth a plan or manner of permanent care and maintenance of all common open space and other facilities, including the private road provided in the development plan shown in Exhibit C.

15. The construction of the proposed private road within the development shown in Exhibit C shall comply with the requirements of Title 14 of the Millcreek Code and is subject to the same inspections and construction standards ~~as required for public streets~~. All private streets shall be conveyed to a private association.

STAFF RECOMMENDATION AND MODEL MOTION

Staff recommends to City Council to grant approval of rezone proposal ZM-20-005 with a zone condition limiting the density to 6 units per acre and a development agreement with the conditions found in the staff report recommended by staff.

MOTION

Motion to approve rezone proposal ZM-20-005 with a zone condition limiting the density to 6 units per acre and a development agreement with the conditions found in the staff report recommended by staff.

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

File # ZM-20-005

City Council Staff Report (2nd Reading)

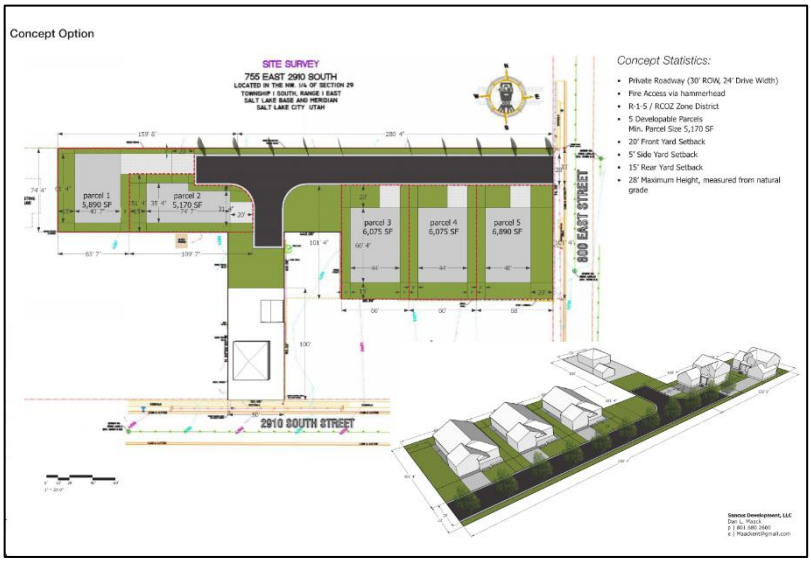
Meeting Date: **July 27, 2020**
Applicant: **Sancus Development, LLC**
Property Address: **755 East 2910 South**
Parcel IDs: **16-29-106-045-0000 and 16-29-106-046-0000**

Request: **Rezone property from R-1-6 to R-1-5**

Zone: **R-1-6**
Community Council: **Millcreek Community Council**
Prepared By: **Robert May, Planner**

SYNOPSIS AND SCOPE OF DECISION

The applicant, Sancus Development, LLC is petitioning City Council to rezone property located at 755 East 2910 South from the existing R-1-6 to an R-1-5 to accommodate a 6-lot subdivision plat. The applicant has provided a conceptual plan that has been reviewed by staff and has been verified conceptually to meet the requirements of a 6-lot subdivision in the R-1-5 Zone. The applicant held an informal virtual neighborhood meeting on Tuesday, 26 May at 6:00 pm. A summary of the meeting notes are included in this staff report.



Currently the subject property is zoned R-1-6 and consist of two parcels equaling approximately 1.18 acres (.92 acres and .26 acres). There is currently a one-family dwelling located on one of the parcels and the other appears to be vacant at this time. The scope of the proposed plan will include the existing dwelling and introduce 5 new dwellings and will also include the existing home. The majority of the immediate area is designated as a Neighborhood 1 according the General Plan Future Land Use Map (FLUM) which has a range of density between 1-6 dwelling units per acre.

The applicant wishes to maintain the single-family

home characteristic and surrounding density. The proposed rezone application and plan will result in the existing dwelling being a complying zoning lot. Staff finds the rezone proposal to be appropriate and compatible and finds that with a development agreement outlining conditions mitigating any possible detrimental effects and neighborhood concerns, the project will be a benefit to the neighborhood.

SITE & VICINITY DESCRIPTION

Figure 1: Street Views



800 EAST VIEW



2910 SOUTH VIEW

Figure 2: 600' parameter Notice map

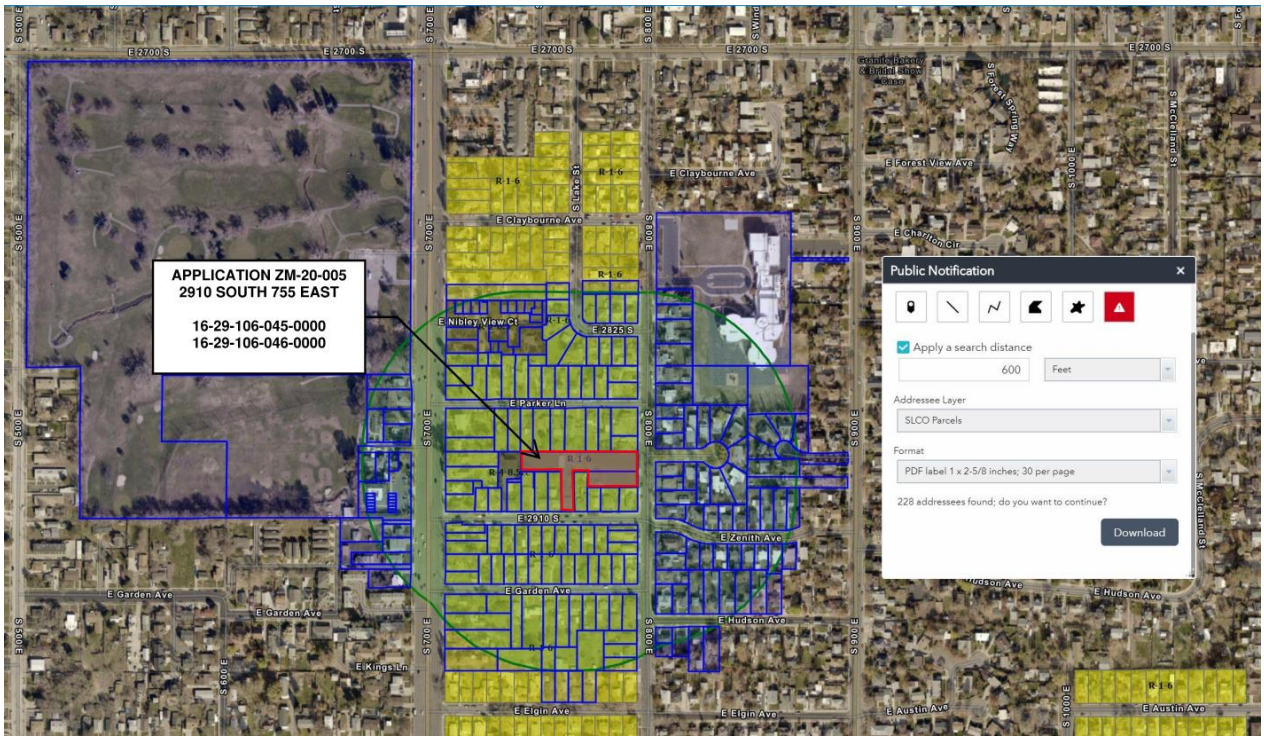
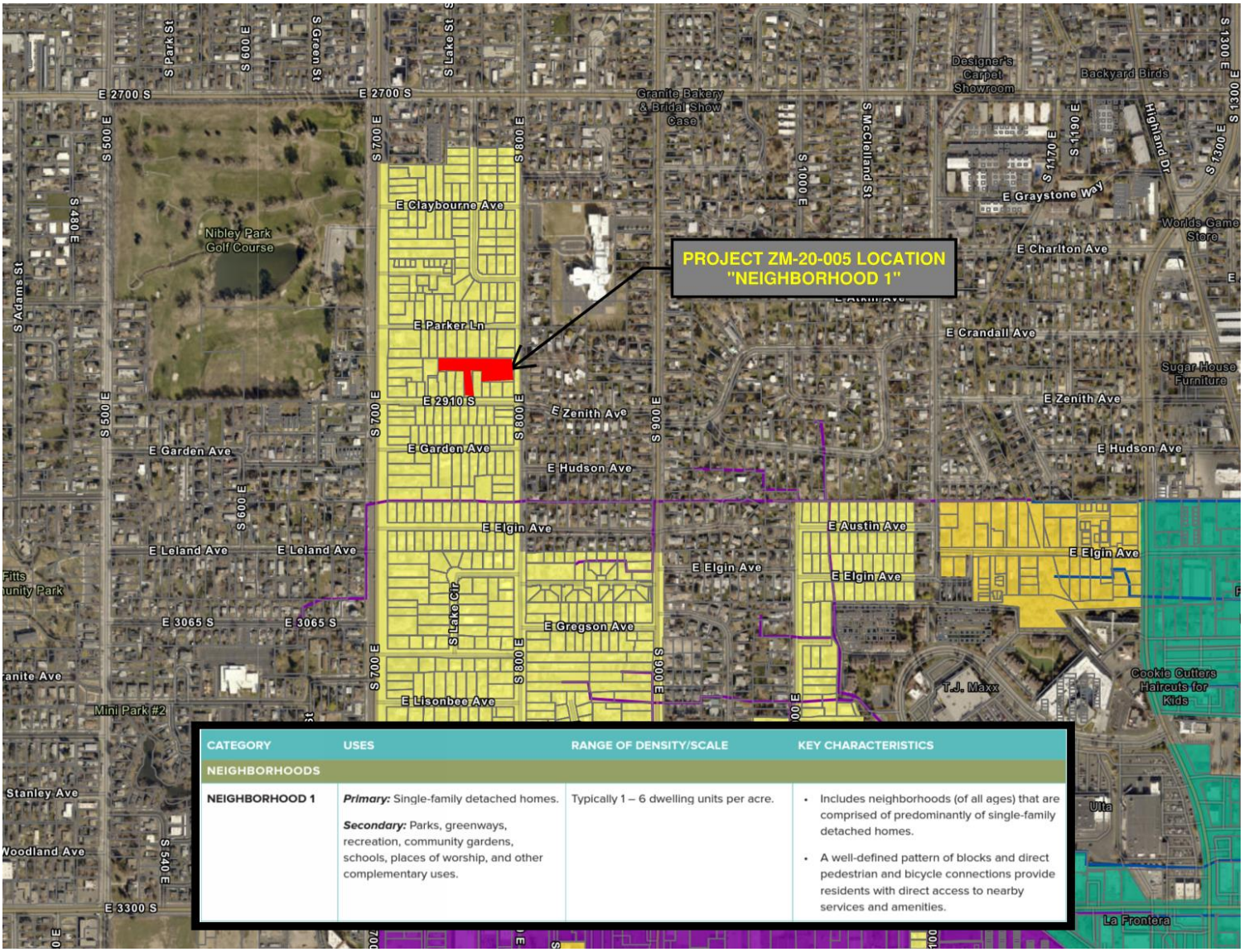


Figure 3: Zone map



Figure 4: Future Land Use Map "Neighborhood 1" Designation



CATEGORY	USES	RANGE OF DENSITY/SCALE	KEY CHARACTERISTICS
NEIGHBORHOODS			
NEIGHBORHOOD 1	***Primary:*** Single-family detached homes. ***Secondary:*** Parks, greenways, recreation, community gardens, schools, places of worship, and other complementary uses.	Typically 1 – 6 dwelling units per acre.	• Includes neighborhoods (of all ages) that are comprised of predominantly of single-family detached homes. • A well-defined pattern of blocks and direct pedestrian and bicycle connections provide residents with direct access to nearby services and amenities.

GENERAL PLAN CONSIDERATIONS

This property is designated Neighborhood 1 on the Millcreek Future Land Use map. The area itself (600' feet) hosts a variety of designations that allow higher density housing. Carefully review the land use framework and designations at **https://millcreek.us/DocumentCenter/View/747/Millcreek-Together-General-Plan** for more information.

CATEGORY	USES	RANGE OF DENSITY/SCALE	KEY CHARACTERISTICS
NEIGHBORHOODS			
NEIGHBORHOOD 1	***Primary:*** Single-family detached homes. ***Secondary:*** Parks, greenways, recreation, community gardens, schools, places of worship, and other complementary uses.	Typically 1 – 6 dwelling units per acre.	• Includes neighborhoods (of all ages) that are comprised of predominantly of single-family detached homes. • A well-defined pattern of blocks and direct pedestrian and bicycle connections provide residents with direct access to nearby services and amenities.

Staff finds that maintaining an R-1-5 still comfortably harnesses the R-1 single-family neighborhood and that the addition of 5 more units would not negatively impact the immediate area.

PROJECT INFORMATION

Many of the properties in the neighborhood were developed and built between 1940 and 1950 and do not meet all the requirements outlined in the R-1-6 Zone where many lots lack the width and area required, resulting in the neighborhood being having a nonconforming status.

Proposed Uses. Single-family homes, up to seven (7).

Site Layout. Conceptual site plan illustrating a typical subdivision.

Fencing: Fencing improvements will be recommended in the development agreement conditions.
Lighting: Lighting will be installed as per code.
Landscaping: Landscaping will be in accordance with Chapter 19.77

Access. Private road coming off of 800 East

Parking. Each single-family home will include two-car garage parking.

Dedication. local road 50' ROW standard will apply. This standard will require developer to install full improvements per code. During the platting phase, any property found to be in the ROW must be dedicated to Millcreek. It appears only sidewalk is needed.



Open Space. RCOZ requirements in the R-1-5 Zone will apply capping the max lot coverage at 35%

Building Design.

Height: RCOZ requirements in the R-1-5 Zone will apply capping the max height at 28' feet
Setbacks: RCOZ requirements in the R-1-5 Zone will apply.
Materials: Materials may be a condition in the development agreement.

Utilities and Waste Removal. Project will tie into existing utilities and contract with a private waste management company for trash removal.

Project Information Summary Table

Requirement	R-1-6 Zone	R-1-5 Zone (Proposed)
Height	28’ feet	28’ feet
Density	6 units per acre	7 units per acre
Front Yard Setback	25 Feet	20 Feet
Side Yard Setback	8’ feet	8’ feet *
Rear Yard Setback	15’ Feet	15’ feet
Lot Width	60 Feet	25 feet
Lot Area	6,000 sf	5,000 sf
Parking	2 spaces per unit with at least one covered	2 spaces per unit with at least one covered
Lot Coverage	35%	35%

***The R-1-5 Zone interior side yard setback requires 5 feet unless attached to a dwelling on an adjacent lot. However, the RCOZ minimum standards for combined side yard setbacks for any main structure shall be at least twenty-five (25%) percent of the lot width with no side setback less than eight feet.**



COMMUNITY COUNCIL RESPONSE

The Millcreek Community Council at their regularly scheduled meeting on June 2, 2020 recommended approval of the proposed rezone that included a development agreement and that the final plans meet the minimum requirements and setbacks of the R-1-5 Zone and RCOZ.

NEIGHBORHOOD RESPONSE

The applicant held an informal virtual neighborhood meeting on Tuesday, 26 May at 6:00 pm. A summary of the meeting notes are included in this staff report. Although staff received a few phone calls from residents inquiring about the project, only two residents reached out and commented. One resident had a concern which was regarding fencing and privacy. The resident wanted to see fencing along the perimeter of the project but more specifically along the property line adjacent to the proposed private road. The resident felt as though the traffic noise and lights would be a nuisance. The other resident expressed that they are opposed to the proposal and feel that setting this kind of precedent could lead to future developments that abuse any flexibility we might allow now.

PLANNING COMMISSION RESPONSE

The Millcreek Planning Commission at their regularly scheduled meeting on June 17, 2020 voted unanimously to give a positive recommendation to the City Council of the proposed rezone that included the development agreement conditions found in the staff report. Planning Commission added to their recommendation to include in the staff working with the applicant on exterior constructions materials. A copy of the meeting minutes is included in this report.

DEVELOPMENT AGREEMENT CONSIDERATIONS

Staff is recommending a development agreement with the minimum following conditions:

1. The existing home with an address of 755 East 2910 South, Millcreek, Utah, is not subject to the development or design requirement of this Agreement unless for any reason, any remodel, repair or structural alteration that requires the demolition of an outside wall of the existing home is made, then all future development must adhere to all the design requirements and setbacks of this Agreement.

2. The development shall be required to record a properly approved subdivision plat at the Salt Lake County Recorder's Office that is approved by the City that meets all requirements of Title 18, Millcreek subdivision code and the conditions in this development agreement within 1 year of the approved rezone.

3. The height of each single-family dwelling will not exceed 28' feet in height as measured from natural original grade.

4. Each single-family dwelling must incorporate a pitched roof with a pitch no less than a 3/12 pitch.

5. The setbacks for each single-family dwelling will be as established on the attached site plan, Exhibit C and be as follows below:
    a. Front: 20' feet
    b. Rear: 15' feet
    c. Side interior: 8' feet
    d. Side facing public street: 20' feet

6. The development is subject to all requirements of the Residential Compatibility Overlay Zone located in Chapter 19.71 of the Millcreek City Code.

7. Each single-family dwelling must include two-car garage parking and shall have a minimum unobstructed size of 22' feet wide by 20' feet in length, or 20' feet wide by 22' feet in length.

8. Each single-family dwelling must include drive-way parking capable of accommodating two cars measured at a minimum of 18' x 18'

9. The development is limited to 6 single-family detached dwelling units.

10. 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 residence within the development or abutting neighborhoods.

11. Developer agrees to meet all requirements and standards of the proposed Millcreek Fencing Ordinance. Specifically, the developer shall install a minimum 6' foot tall fence along the entire north property line of proposed development as shown in Exhibit C. Acceptable fencing materials include vinyl, composite products, architecturally designed brick, stone, or block, or pre-cast concrete.

12. A minimum of eleven (11) medium size trees (minimum 2" caliper) that are permanently irrigated utilizing City standards that satisfy the requirement of Section 19.77.040 of the Millcreek City Code and shall be provided along the north property line and private road as shown in Exhibit C to provide privacy for neighbors.

13. Each single-family dwelling located in the project shall consist of the following exterior materials. No single material is allowed to exceed 40 percent. Other materials may be considered for soffits, or as an accent or architectural feature.

    a. Stone
    b. Cementitious Fiber Board
    c. Stucco
    d. Aluminum soffit, fascia, and gutters

14. The development shall be approved subject to the submission and recordation of legal instruments setting forth a plan or manner of permanent care and maintenance of all common open space and other facilities, including the private road provided in the development plan shown in Exhibit C.

15. The construction of the proposed private road within the development shown in Exhibit C shall comply with the requirements of Title 14 of the Millcreek Code and is subject to the same inspections and construction standards as required for public streets. All private streets shall be conveyed to a private association.

PLANNING STAFF FINDINGS

- Staff finds that an R-1-5 Zone is compatible at 7 units per acre and is subject to the Residential Compatibility Overlay (RCOZ) Zone which would help balance neighborhood compatibility.

- Staff finds that maintaining an R-1-5 still comfortably harnesses the R-1 single-family neighborhood and that the addition of 5 more units would not negatively impact the character and existing density of the immediate neighborhood.

- Staff finds that based on such little opposition from residents and neighbors that the proposal will be a well-balanced addition to the neighborhood.

- Staff finds that the proposed rezone to an R-1-5 with a development agreement showcasing the minimum conditions outlined by staff will secure a positive project and maintain the current balance of the neighborhood.

- Staff would also recommend including a development agreement outlining any specific requirements not already enforced by the current zoning code. See Development Agreement considerations above.

STAFF RECOMMENDATION

Staff is recommending to grant approval of rezone proposal ZM-20-005 with a development agreement and conditions recommended by staff and that a zone condition be placed on the subject property limiting the density to 6 residential dwelling units per acre

SUPPORTING DOCUMENTS

1. Final draft development agreement
2. Rezoning ordinance
3. Development agreement ordinance

When recorded, return to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this 27th day of July, 2020, by and between Skylar Nielson ("Developer"), for the land to be included in or affected by the project located at approximately 755 East 2910 South, Millcreek, UT 84106 in Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, Developer owns approximately 1.18 acres of real property located at 755 East 2910 South, Millcreek, UT 84106 in Millcreek, Utah ("Property") and intends to develop the Property. A legal description of the Property is attached hereto as exhibit "A." The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new private use development consisting of single-family homes (the "Project") on the Property; and

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

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

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

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

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

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

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

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit "B".

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

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

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

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be

modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A and B are hereby incorporated into this Agreement.

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

TO DEVELOPER:	Skylar Nielson 755 South 2910 East Millcreek UT 84106
TO CITY:	Millcreek Jeff Silvestrini, Mayor 3330 South 1300 East Millcreek, Utah 84106

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

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

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

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

13. **Term of Agreement.** The term of this Agreement shall be until July 27, 2030 and shall automatically expire on such date.

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

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

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

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

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

Millcreek

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, CMC, City Recorder

DEVELOPER

By: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Jeff Silvestrini and Elyse Sullivan as the Mayor and the City Recorder, respectively, of Millcreek, a Utah municipality.

_____
Notary Public

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

The foregoing instrument was acknowledged before me this ___ day of _____ 2020 by _____.

_____
Notary Public

Exhibit A

Parcel No. **16-29-106-045-0000**

Address: **755 E 2910 S**

Legal Description

BEG S 325.05 FT & E 286 FT FR NW COR LOT 7, BLK 29, 10 AC PLA, BF SUR; S 74.38 FT; E 440 FT; N 74.38 FT; W 440 FT TO BEG. ALSO BEG N 24.75 FT & E 437.17 FT FR SW COR LOT 7, BLK 29, 10 AC PL A, BF SUR; N 90.02 FT; E 50 FT; S 90.02 FT; W 50 FT TO BEG. ALSO BEG E 437.17 FT & N 114.76 FT FR SD SW COR LOT 7; N 60 FT; E 50 FT; S 60 FT; W 50 FT TO BEG. 0.92 AC M OR L.

Parcel No. **16-29-106-046-0000**

Address: **755 E 2910 S**

Legal Description

BEG E 537.17 FT & N 114.76 FT M OR L FR SW COR LOT 7, BLK 29, 10 AC PL A, BF SUR; E 50 FT; N 60 FT; W 50 FT; S 60 FT TO BEG. ALSO BEG W 33 FT & N 114.77 FT FR SE COR LOT 7, BLK 29, 10 AC PL A, BF SUR; N 60 FT; W 138.83 FT; S 60 FT; E 138.83 FT TO BEG. 0.26 AC M OR L.

Exhibit B

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

1. The existing home with an address of 755 East 2910 South, Millcreek, Utah, is not subject to the development or design requirement of this Agreement unless for any reason, any remodel, repair or structural alteration that requires the demolition of an outside wall of the existing home is made, then all future development must adhere to all the design requirements and setbacks of this Agreement.

2. The development shall be required to record a properly approved subdivision plat at the Salt Lake County Recorder's Office that is approved by the City that meets all requirements of Title 18, Millcreek subdivision code and the conditions in this development agreement within 1 year of the approved rezone.

3. The height of each single-family dwelling will not exceed 28' feet in height as measured from natural original grade.

4. Each single-family dwelling must incorporate a pitched roof with a pitch no less than a 3/12 pitch.

5. The setbacks for each single-family dwelling will be as established on the attached site plan, Exhibit C and be as follows below:
    a. Front: 20' feet
    b. Rear: 15' feet
    c. Side interior: 8' feet
    d. Side facing public street: 20' feet

6. The development is subject to all requirements of the Residential Compatibility Overlay Zone located in Chapter 19.71 of the Millcreek City Code.

7. Each single-family dwelling must include two-car garage parking and shall have a minimum unobstructed size of 18' feet wide by 18' feet in length, or 18' feet wide by 18' feet in length.

8. Each single-family dwelling must include drive-way parking capable of accommodating two cars measured at a minimum of 18' x 18'

9. The development is limited to 6 single-family detached dwelling units.

10. 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 residence within the development or abutting neighborhoods.

11. Developer agrees to meet all requirements and standards of the proposed Millcreek Fencing Ordinance. Specifically, the developer shall install a minimum 6' foot tall fence along the entire north property line of proposed development as shown in Exhibit C. Acceptable fencing materials include vinyl, composite products, architecturally designed brick, stone, or block, or pre-cast concrete.

12. A minimum of eleven (11) medium size trees (minimum 2" caliper) that are permanently irrigated shall be provided along the north property line along the private road as shown in Exhibit C. A maximum of two tree species shall be required.

13. Each single-family dwelling located in the project shall consist of the following exterior materials. No single material is allowed to exceed 40 percent on the private street façades or the street facing façade of Parcel 5 facing 800 East. Other materials may be considered for soffits, or as an accent or architectural feature.

a. Stone
b. Cementitious Fiber Board
c. Stucco
d. Aluminum soffit, fascia, and gutters

14. The development shall be approved subject to the submission and recordation of legal instruments setting forth a plan or manner of permanent care and maintenance of all common open space and other facilities, including the private road provided in the development plan shown in Exhibit C.

15. The construction of the proposed private road within the development shall comply with the requirements of Title 14 of the Millcreek Code for private streets. All private streets shall be conveyed to a private association.

Concept Option





Concept Statistics:

- Private Roadway (30' ROW, 24' Drive Width)
- Fire Access via hammerhead
- R-1-5 / RCOZ Zone District
- 5 Developable Parcels
  Min. Parcel Size 5,170 SF
- 20' Front Yard Setback
- 8' Side Yard Setback
- 15' Rear Yard Setback
- 28' Maximum Height, measured from natural grade

Sancus Development, LLC
Dan L. Maack
p | 801.680.2600
e | Maackent@gmail.com

MILLCREEK, UTAH
ORDINANCE NO.___

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 755 EAST 2910 SOUTH FROM R-1-6 (RESIDENTIAL) TO R-1-5 (RESIDENTIAL)

WHEREAS, the Millcreek Council ("Council") met in regular session on July 27, 2020 to consider among other things, an ordinance rezoning certain property located at approximately 755 East 2910 South from R-1-6 (Residential) to R-1-5 (Residential); and

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

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

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

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

WHEREAS, on May 27, 2020, the required notice was published; and

WHEREAS, on June 17, 2020, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on June 17, 2020, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at the June 17, 2020, 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 May 27, 2020, the Council caused the required notice to be given; and

WHEREAS, on July 27, 2020, 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-20-005 filed by Adam Von Maack located at 1240 East 2100 South / Ste. 600, Salt Lake City, Utah 84106 is hereby rezoned/reclassified from R-1-6 (Residential) to R-1-5 (Residential) such property being more particularly described as follows:

Parcel No. 16-29-106-045-0000

Address: 755 E 2910 S

Legal Description

BEG S 325.05 FT & E 286 FT FR NW COR LOT 7, BLK 29, 10 AC PLA, BF SUR; S 74.38 FT; E 440 FT; N 74.38 FT; W 440 FT TO BEG. ALSO BEG N 24.75 FT & E 437.17 FT FR SW COR LOT 7, BLK 29, 10 AC PL A, BF SUR; N 90.02 FT; E 50 FT; S 90.02 FT; W 50 FT TO BEG. ALSO BEG E 437.17 FT & N 114.76 FT FR SD SW COR LOT 7; N 60 FT; E 50 FT; S 60 FT; W 50 FT TO BEG. 0.92 AC M OR L.

Parcel No. 16-29-106-046-0000

Address: 755 E 2910 S

Legal Description

BEG E 537.17 FT & N 114.76 FT M OR L FR SW COR LOT 7, BLK 29, 10 AC PL A, BF SUR; E 50 FT; N 60 FT; W 50 FT; S 60 FT TO BEG. ALSO BEG W 33 FT & N 114.77 FT FR SE COR LOT 7, BLK 29, 10 AC PL A, BF SUR; N 60 FT; W 138.83 FT; S 60 FT; E 138.83 FT TO BEG. 0.26 AC M OR L.

BE IT FURTHER ORDAINED, that pursuant to Section 19.90.060 of the Millcreek Code of Ordinances that the following zone condition be attached to the zoning map amendment enacted hereby:

1. Maximum density is limited to 6 units per acre

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. 20-__, 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 27th day of July 2020.

MILLCREEK COUNCIL

By:_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, CMC 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 20-XX: SAME TITLE AS ABOVE
was passed and adopted the ____ day of _____2020 and certifies that copies of the foregoing Ordinance 20-XX were posted in the following locations within the municipality this ____ day of _____, 2020.

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 Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 20.__

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY BEING REZONED FROM R-1-6 TO R-1-5 WITH RESPECT TO APPROXIMATELY 1.18 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 755 EAST 2910 SOUTH

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on July 27th, 2020, to consider, among other things, an ordinance of the Millcreek Council approving a master development agreement for property being rezoned from R-1-6 to R-1-5 with respect to approximately 1.18 acres of real property located at approximately 755 East 2910 South

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

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

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

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

PASSED AND APPROVED by the Council this 27th day of July 2020.

M**ILLCREEK**

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, CMC 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 18-XX: SAME TITLE AS ABOVE
was passed and adopted the ____ day of _____2020 and certifies that copies of the foregoing Ordinance 18-XX were posted in the following locations within the municipality this ____ day of _____, 2020.

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 Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 20-37

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 755 EAST 2910 SOUTH FROM R-1-6 (RESIDENTIAL) TO R-1-5 (RESIDENTIAL)

WHEREAS, the Millcreek Council ("Council") met in regular session on July 27, 2020 to consider among other things, an ordinance rezoning certain property located at approximately 755 East 2910 South from R-1-6 (Residential) to R-1-5 (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 June 2, 2020, the required notice was published; and

WHEREAS, on June 17, 2020, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on June 17, 2020, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at the June 17, 2020, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

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

WHEREAS, on July 22, 2020, the Council caused the required notice to be given; and

WHEREAS, on July 27, 2020, 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; and

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-20-005 filed by Adam Von Maack located at 755 East 2910 South is hereby rezoned/reclassified from R-1-6 (Residential) to R-1-5 (Residential) such property being more particularly described as follows:

Parcel No. 16-29-106-045-0000

Address: 755 E 2910 S

Legal Description

BEG S 325.05 FT & E 286 FT FR NW COR LOT 7, BLK 29, 10 AC PLA, BF SUR; S 74.38 FT; E 440 FT; N 74.38 FT; W 440 FT TO BEG. ALSO BEG N 24.75 FT & E 437.17 FT FR SW COR LOT 7, BLK 29, 10 AC PL A, BF SUR; N 90.02 FT; E 50 FT; S 90.02 FT; W 50 FT TO BEG. ALSO BEG E 437.17 FT & N 114.76 FT FR SD SW COR LOT 7; N 60 FT; E 50 FT; S 60 FT; W 50 FT TO BEG. 0.92 AC M OR L.

Parcel No. 16-29-106-046-0000

Address: 755 E 2910 S

Legal Description

BEG E 537.17 FT & N 114.76 FT M OR L FR SW COR LOT 7, BLK 29, 10 AC PL A, BF SUR; E 50 FT; N 60 FT; W 50 FT; S 60 FT TO BEG. ALSO BEG W 33 FT & N 114.77 FT FR SE COR LOT 7, BLK 29, 10 AC PL A, BF SUR; N 60 FT; W 138.83 FT; S 60 FT; E 138.83 FT TO BEG. 0.26 AC M OR L.

BE IT FURTHER ORDAINED, that pursuant to Section 19.90.060 of the Millcreek Code of Ordinances that the following zone condition be attached to the zoning map amendment enacted hereby:

1. Maximum density is limited to 6 units per acre

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. 20-37, 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 27th day of July 2020.

MILLCREEK COUNCIL

By:_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, 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 20-37: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 755 EAST 2910 SOUTH FROM R-1-6 (RESIDENTIAL) TO R-1-5 (RESIDENTIAL)
was passed and adopted the 27th day of July, 2020 and certifies that a summary was published in the Deseret News and Salt Lake Tribune the day of , 2020.

_____
Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 20-38

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY BEING REZONED FROM R-1-6 TO R-1-5 WITH RESPECT TO APPROXIMATELY 1.18 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 755 EAST 2910 SOUTH

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on July 27, 2020, to consider, among other things, an ordinance of the Millcreek Council approving a development agreement for property being rezoned from R-1-6 to R-1-5 with respect to approximately 1.18 acres of real property located at approximately 755 East 2910 South; and

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

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

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

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

PASSED AND APPROVED by the Council this 27th day of July 2020.

M**ILLCREEK**

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, 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 20-38: AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY BEING REZONED FROM R-1-6 TO R-1-5 WITH RESPECT TO APPROXIMATELY 1.18 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 755 EAST 2910 SOUTH
was passed and adopted the 27th day of July, 2020 and certifies that a summary was published in the Deseret News and Salt Lake Tribune the day of , 2020.

_____
Elyse Sullivan, City Recorder

When recorded, return to:

Millcreek
3330 South 1300 East
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this 27th day of July, 2020, by and between Skylar Nielson ("Developer"), for the land to be included in or affected by the project located at approximately 755 East 2910 South, Millcreek, UT 84106 in Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, Developer owns approximately 1.18 acres of real property located at 755 East 2910 South, Millcreek, UT 84106 in Millcreek, Utah ("Property") and intends to develop the Property. A legal description of the Property is attached hereto as exhibit "A." The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new private use development consisting of single-family homes (the "Project") on the Property; and

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

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

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

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

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as exhibit "A." No additional property may be added to or removed

from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

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

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

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit "B".

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

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

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

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

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

TO DEVELOPER: Skylar Nielson
755 South 2910 East
Millcreek UT 84106

TO CITY: Millcreek
Jeff Silvestrini, Mayor
3330 South 1300 East
Millcreek, Utah 84106

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

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

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

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

13. **Term of Agreement.** The term of this Agreement shall be until July 27, 2030 and shall automatically expire on such date.

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

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

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

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

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

Millcreek

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

DEVELOPER

By: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Jeff Silvestrini and Elyse Sullivan as the Mayor and the City Recorder, respectively, of Millcreek, a Utah municipality.

_____
Notary Public

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

The foregoing instrument was acknowledged before me this ___ day of _____ 2020 by _____.

_____
Notary Public

Exhibit A

Parcel No. **16-29-106-045-0000**

Address: **755 E 2910 S**

Legal Description

BEG S 325.05 FT & E 286 FT FR NW COR LOT 7, BLK 29, 10 AC PLA, BF SUR; S 74.38 FT; E 440 FT; N 74.38 FT; W 440 FT TO BEG. ALSO BEG N 24.75 FT & E 437.17 FT FR SW COR LOT 7, BLK 29, 10 AC PL A, BF SUR; N 90.02 FT; E 50 FT; S 90.02 FT; W 50 FT TO BEG. ALSO BEG E 437.17 FT & N 114.76 FT FR SD SW COR LOT 7; N 60 FT; E 50 FT; S 60 FT; W 50 FT TO BEG. 0.92 AC M OR L.

Parcel No. **16-29-106-046-0000**

Address: **755 E 2910 S**

Legal Description

BEG E 537.17 FT & N 114.76 FT M OR L FR SW COR LOT 7, BLK 29, 10 AC PL A, BF SUR; E 50 FT; N 60 FT; W 50 FT; S 60 FT TO BEG. ALSO BEG W 33 FT & N 114.77 FT FR SE COR LOT 7, BLK 29, 10 AC PL A, BF SUR; N 60 FT; W 138.83 FT; S 60 FT; E 138.83 FT TO BEG. 0.26 AC M OR L.

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

1. The existing home with an address of 755 East 2910 South, Millcreek, Utah, is not subject to the development or design requirement of this Agreement unless for any reason, any remodel, repair or structural alteration that requires the demolition of an outside wall of the existing home is made, then all future development must adhere to all the design requirements and setbacks of this Agreement.

2. The development shall be required to record a properly approved subdivision plat at the Salt Lake County Recorder's Office that is approved by the City that meets all requirements of Title 18, Millcreek subdivision code and the conditions in this development agreement within 1 year of the approved rezone.

3. The height of each single-family dwelling will not exceed 28' feet in height as measured from natural original grade.

4. Each single-family dwelling must incorporate a pitched roof with a pitch no less than a 3/12 pitch.

5. The setbacks for each single-family dwelling will be as established on the attached site plan, Exhibit C and be as follows below:
    a. Front: 20' feet
    b. Rear: 15' feet
    c. Side interior: 8' feet
    d. Side facing public street: 20' feet

6. The development is subject to all requirements of the Residential Compatibility Overlay Zone located in Chapter 19.71 of the Millcreek City Code.

7. Each single-family dwelling must include two-car garage parking and shall have a minimum unobstructed size of 18' feet wide by 18' feet in length, or 18' feet wide by 18' feet in length.

8. Each single-family dwelling must include drive-way parking capable of accommodating two cars measured at a minimum of 18' x 18'

9. The development is limited to 6 single-family detached dwelling units.

10. 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 residence within the development or abutting neighborhoods.

11. Developer agrees to meet all requirements and standards of the proposed Millcreek Fencing Ordinance. Specifically, the developer shall install a minimum 6' foot tall fence along the entire north property line of proposed development as shown in Exhibit C. Acceptable fencing materials include vinyl, composite products, architecturally designed brick, stone, or block, or pre-cast concrete.

12. A minimum of eleven (11) medium size trees (minimum 2" caliper) that are permanently irrigated shall be provided along the north property line along the private road as shown in Exhibit C. A maximum of two tree species shall be required.

13. Each single-family dwelling located in the project shall consist of the following exterior materials. No single material is allowed to exceed 40 percent on the private street façades or the street facing façade of Parcel 5 facing 800 East. Other materials may be considered for soffits, or as an accent or architectural feature.

a. Stone
b. Cementitious Fiber Board
c. Stucco
d. Aluminum soffit, fascia, and gutters

14. The development shall be approved subject to the submission and recordation of legal instruments setting forth a plan or manner of permanent care and maintenance of all common open space and other facilities, including the private road provided in the development plan shown in Exhibit C.

15. The construction of the proposed private road within the development shall comply with the requirements of Title 14 of the Millcreek Code for private streets. All private streets shall be conveyed to a private association.

Exhibit C

Concept Option



MILLCREEK, UTAH
RESOLUTION NO. 20-30

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN AGREEMENT WITH SALT LAKE COUNTY FOR CARES ACT FUNDING

WHEREAS, the Millcreek Council ("*Council*") met in regular session on July 27, 2020, to consider, among other things, approving an agreement with Salt Lake County for CARES Act funding; and

WHEREAS, Salt Lake County ("*County*") received Coronavirus Relief Fund from the Federal government; and

WHEREAS, the County proposes to allocate to Millcreek as an indirect recipient of the Coronavirus Relief Fund in the amount of $1,810,016.83 pursuant to the term and conditions of an agreement between the County and Millcreek; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an agreement with the County as an indirect recipient of the Coronavirus Relief Fund tin he amount of $1,810,016.83; and

WHEREAS, an agreement regarding the Coronavirus Relief Fund between the Country and the City has been presented to the Council for review and approval, a copy of which is attached hereto ("*Agreement*"); and

WHEREAS, the Agreement sets forth the terms and conditions for City use of the Coronavirus Relief Funds.

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

This Resolution assigned No. 20-30, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 27th day of July 2020.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

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

CARES ACT FUNDING AGREEMENT FOR GOVERNMENTAL ENTITIES

This Agreement ("Agreement") is between Salt Lake County, (the "County") a body corporate and politic of the State of Utah, and Millcreek a governmental entity within the boundaries of Salt Lake County (the "Grantee"). The County and Grantee are collectively referred to as the Parties.

RECITALS

A. The County received federal funds under section 601(a) of the Social Security Act as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (the "CARES Act") to combat and address the effects of the novel Coronavirus Disease 2019 ("COVID-19") within Salt Lake County.
B. Pursuant to guidance issued by the United States Department of the Treasury ("Treasury") CARES Act funds are considered "other financial assistance" under 2 C.F.R Section 200.40 and subject to 2 C.F.R. Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and the Single Audit Act (31 U.S.C Sections 7501-7507).
C. The County is making expenditures of the CARES Act funds to assist citizens and businesses in Salt Lake County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders.
D. The County has determined that the municipalities within Salt Lake County can play an important role in helping the County achieve these objectives.
E. The County wishes to provide the Grantee CARES Act funding to help achieve these objectives in the Grantee's jurisdiction.
F. The Grantee's unique entity identifier is _____.
G. The Federal Award Number for this project has not been provided by the Federal Government.
H. The Grant Funds were provided to the County under the CARES Act on April 23, 2020.
I. The period of performance is as listed in Sections 4 and 5 of this Agreement.
J. The amount of funds obligated to the Grantee by the County under this Agreement is the amount identified in Section 1.
K. The Federal Award Project Description is as provided in these recitals and in Section 2.
L. The Catalog of Federal Domestic Assistance number is 21.019, pending completion of registration.
M. This Agreement does not fund research and development.

THEREFORE, the Parties agree as follows:

1. CONSIDERATION AND AUTHORITY:
    a. The County will provide $1,810,016.83 of CARES Act funding (the "Grant Funds") to achieve the objectives outlined in the above recitals, which recitals are hereby incorporated by reference into this Agreement. The Grantee agrees to use these funds for the objectives identified in this Agreement and will use its best efforts to achieve these objectives in a manner consistent with the CARES Act and this Agreement.
    b. Grantee's signatory below certifies that the signatory has all necessary authority to bind the Grantee and accept a grant from Salt Lake County from the allocation of funds to Salt Lake County from the CARES Act.

2. ALLOWABLE USES: As provided in the CARES Act, Grantee will use Grant Funds provided only to cover costs that-
   a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) ("necessary expenditures");
   b. Were not accounted for in the budget most recently approved as of March 27, 2020, for Grantee; and
   c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

3. PROHIBITED USES:
   a. Grant Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections. Other examples of ineligible expenditures are contained in the attached April 22, 2020, Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments, and may be further addressed in FAQs and other guidance currently available or to be issued by the Treasury.
   b. Grant Funds received pursuant to this Agreement cannot be used for expenditures where Grantee, or any subgrantee or subrecipient, has or will receive funding from the County for the same loss or expense if the amount of the expenditure exceeds the Grantee's, or any subgrantee or subrecipient's, actual losses or expenses when added to any prior or anticipated County funding. Grantee may similarly not use Grant Funds for Grantee's, or a subgrantee's or subrecipient's, losses or expenses reimbursed under any other federal, state or private program.
   c. The Grantee agrees that the Grantee is fully responsible for compliance with federal law and federal guidance regarding the expenditure of the Grant Funds. The CARES Act and related guidance from the Treasury supersede any provision of this Agreement regarding the lawful use of Grant Funds by the Grantee. Grantee may not rely on the terms of this Agreement as a defense to unlawful expenditures of Grant Funds where the terms of this Agreement are in conflict with the CARES Act or guidance from the Treasury.
   d. Grantee agrees, understands and certifies, that as a recipient of federal funds it is required to, and shall, comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. Other federal laws which may apply include but are not necessarily limited to: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti- Lobbying Amendment, and the Debarment and Suspension Executive Orders. Grantee shall comply with these laws and regulations, and any other federal, state or local laws or regulations to the extent they apply to the subject matter of this Agreement. For additional detail on Federal requirements that may be applicable to this grant, subgrants or contracts see the Assurances for Non-Construction Programs (SF-424B) or Assurances for Construction Program (SF-424D), as required by law, from the Office of Management and Budget Assurances, which is hereby incorporated by reference into this Agreement.

4. EFFECTIVE DATE: The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the effective date of this Agreement. This Agreement shall terminate December 31, 2020.

5. EXPENDITURE DEADLINE: Grant Funds provided by Salt Lake County pursuant to this Agreement that are not expended on necessary expenditures on or before October 1, 2020, by Grantee or its subgrantee(s) or subcontractors, must be returned to Salt Lake County on or before 5pm, October 7, 2020. Grantee may petition the County to retain allocated but unspent Grant Funds beyond October 1, 2020. Such petitions must be filed in writing with the County no later than September 15, 2020, and may be approved or denied by the County, in the County's sole discretion.

6. GRANT FUND GUIDANCE: Grantee must adhere to any current or future federal or County guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to Grantee by the County. Further, Grantee shall require that any subgrantee adhere to the CARES Act and any current or future guidance related to the Coronavirus Relief Funds. Federal guidance has been updated regularly and can be found at https://home.treasury.gov/policy-issues/cares/state-and-local-governments.

7. ADDITIONAL FUNDING: If the Grantee receives funding from another source intended for a similar purpose (i.e. to combat and address the effects of COVID-19), Grantee will reimburse the County the Grant Funds the County provided which have been spent by the municipality and any unused funds, up to the amount of the other funding, within 15 calendar days of the Grantee's receipt of such additional funding.

8. IMPROPER USE:
   a. If a County, State of Utah, or Treasury audit findings determine that any Grant Funds received by the Grantee were expended in violation of the requirements of the CARES Act, or any applicable law, Grantee shall return or repay those Grant Funds to Salt Lake County within 15 calendar days of written notice of the determination.
   b. If the Grantee fails for any reason to repay the Grant Funds to the County under this Agreement, and the County repays the Grant Funds to the Treasury, the amount paid by the County will become a past due obligation of the Grantee to the County and may be immediately collected by the County or the Treasury no later than fifteen calendar days after request.

9. RECORDS, REPORTING, AND TRANSPARANCY:
   a. For a period of six years following termination of this Agreement, Grantee shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to Salt Lake County or the Treasury upon request. Any grants made by Grantee shall similarly require as a term of the grant that the subgrantee shall retain documentation and shall produce such documentation to Salt Lake County or the Treasury upon request.
   b. Grantee shall, each calendar month during the term of this Agreement, submit to the County a detailed report and accounting for how the Grant Funds were spent in the

previous calendar month. At a minimum, the reports will detail the amounts spent and the purpose, or the amounts paid to a subgrantee and that subgrantee's purpose. Upon termination of this Agreement for any reason, the Grantee will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

c. Grantee shall, at least monthly, on its website, Facebook page, or other currently existing internet-accessible site used by Grantee, post only the following information: the amount expended and the purpose if for a government purpose, or, if funds are provided as a grant or other assistance, a general description of the industry or group receiving the funds, the zip code where funds were expended, and the amount of funds provided to that industry or group. Grantees that lack an existing internet-accessible means to post information and that are part of the Municipal Services District may request that the District post the required information or may otherwise conspicuously post and make the required information publicly available.

d. Grantee will fully cooperate with the County, the Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.

e. Grantee shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

10. SUBGRANTS AND CONTRACTS:
    a. Grantee may use Grant Funds received pursuant to this Agreement to make grants for further distribution to any other private or public entity within Grantee's jurisdiction or to contract for goods, supplies or services as permitted by this Agreement. Such grants or contracts shall contain by agreement any required certifications, restrictions and requirements for the use of federal funds. For any such grant or contract, the Grantee is responsible for the documentation requirements in this Agreement.
    b. Regardless of whether a particular provision in this Agreement mentions subgrantees or contractors, a subgrantee or contractor must comply with all provisions of this Agreement, including the fiscal and program requirements. Grantee retains full responsibility for ensuring subgrantees or contractors comply with the applicable terms of this Agreement, including provisions related to compliance with federal law regarding use of federal funds.

11. CHOICE OF LAW: This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

12. INDEMNIFICATION: Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the County from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Agreement caused by any act or omission of Grantee, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the County.

13. GOVERNMENTAL IMMUNITY: County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

14. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon 24 hours written notice delivered to the Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the County, if the County reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) the Salt Lake County Council modifies or fails to appropriate the funds in the 2020 budget. If written notice is delivered under Section 14, the Grantee will return any unexpended Grant Fund amount to the County within 15 calendar days of the written notice. The County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue for termination by the County under this Section 14. Upon termination, the Grantee will provide the County with a detailed accounting of the expended and unexpended Grant Funds within 15 calendar days of termination.

15. SURVIVAL: Termination or expiration of this Agreement shall not extinguish or prejudice the County's right to recoup or otherwise recover Grant Funds from Grantee as provided in this Agreement. Additionally, termination or expiration of this Agreement shall not extinguish or prejudice the County's rights to enforce this Agreement, or with respect to any default of this Agreement or of any of the following Sections: 7, 8, 9, 11, 12, 13, 15, and 16.

16. FAIR DISTRIBUTION. Grantee acknowledges that the amount of Grant Funds disbursed to Grantee and other grantees is determined in the County's sole discretion. Grantee hereby agrees that Grantee's disbursement is appropriate and waives any right in law or equity to challenge the amount of Grant Funds Grantee receives under this Agreement.

17. INTEREST. The Grantee may use any interest earned on the Grant Funds only for purposes outlined in this Agreement. Any unused interest earned on the Grant Funds shall be returned to the County as provided in this Agreement.

18. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

19. SUSPENSION OR DEBARMENT: The Grantee certifies that neither it nor its principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

The Parties hereby execute this Agreement.

SALT LAKE COUNTY

By: _____

Mayor or Designee

Date: _____

GRANTEE: MILLCREEK

By: _____

Title: _____

Date: _____

Approved as to form for the County:

By: _____

Approved as to form for the Grantee:

By: _____

MILLCREEK, UTAH
RESOLUTION NO. 20-31

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING A SMALL BUSINESS PROMOTION GRANT USING CARES ACT FUNDING

WHEREAS, the Millcreek Council ("*Council*") met in regular session on July 27, 2020 to consider, among other things, approving a small business promotion grant using CARES Act funding; and

WHEREAS, Salt Lake County ("County") received CARES Act funds from the Federal government; and

WHEREAS, the County allocated to Millcreek, as an indirect recipient of the CARES Act funds, the amount of $1,810,016.83 pursuant to the terms and conditions of an agreement ("Agreement") between the County and Millcreek; and

WHEREAS, the Agreement provides in part that the City may make subgrants for further distribution to any other private or public entity within its jurisdiction subject to various terms and conditions ("Terms"); and

WHEREAS, the Terms require that such grants shall contain by agreement any required certifications, restrictions and requirements for the use of federal funds, that the City is responsible for all documentation requirements, that such subgrantee must comply with all provisions of the agreement and complies with federal law regarding use of federal funds; and

WHEREAS, the United States Treasury Department's Guidance on the Coronavirus Relief Fund dated April 22, 2020, page 3, states that it is a qualified expenditure to use CARES funds to help with "Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency" and also states that it is a qualified expenditure to use CARES funds to help with "Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures;" and

WHEREAS, the United States Treasury Department's Guidance on the Coronavirus Relief Fund dated June 24, 2020, pages 8-9, also states that it is a qualified expenditure to use CARES funds for businesses to "publicize the resumption of activities and steps taken to ensure a safe experience;" and

WHEREAS, based on staff recommendations and repreparations the Council finds that the contemplated subgrant could satisfy the Terms and appears to publicize the resumption of activities and steps taken to ensure a safe experience as set forth in the United States Treasury Department's Guidance on the Coronavirus Relief Fund dated April 22, 2020, and June 24, 2020; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to approve subgrants, subject to the above refenced requirements and all other applicable

provisions to be known as the Millcreek Small Business Promotion Grant.

NOW, THEREFORE, BE IT RESOLVED that the Millcreek Small Business Promotion Grant be authorized and that City staff is directed to develop and implement the Millcreek Small Business Promotion Grant subject to the above referenced requirements and all other applicable provisions.

This Resolution assigned No. 20-31, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 27th day of July 2020.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

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

Millcreek Small Business Promotion Grant

To qualify:

-Have a current Millcreek Business License as of January 1, 2020

-Demonstrate a business interruption caused by required closures due to the COVID-19 public health emergency totaling at least $5,000 (Evidence for this shall be submitted by the business by comparing Mar+Apr+May 2019 sales tax receipts with Mar+Apr+May 2020 sales tax receipts; or by comparing Jan+Feb 2020 sales tax receipts with Mar+Apr 2020 sales tax receipts)

-Must be an active retail business (defined as having paid at least $250 in sales tax in any month in 2020)

-Must be a small business (defined as 95 or fewer employees)

Receive:

-Up to $5,000 in reimbursement for business advertising (May include social media and digital promotions; direct mail; coupons; advertising space in print or online newspapers, magazines, or websites; radio; television; outdoor billboards or signage; flyers, doorhangers, and other printed materials; logoed T-shirts, hats, or merchandise; event sponsorships; or other legitimate marketing outreach to encourage increased sales and/or brand awareness. Cannot include consulting, payroll, or agency fees.)

Process:

1- Apply to Millcreek between August 1 – August 31, 2020

2- City would determine if qualified, and if so, reserve their $5,000 (first-come-first-serve for the first 300 qualified businesses)

3- Business would have until October 19 to advertise and submit receipts to city for reimbursement (receipts must be for purchases between August 1, 2020 and October 19, 2020)

All grantees would be reimbursed by Millcreek by October 31, 2020

MILLCREEK, UTAH
RESOLUTION NO. 20-32

A RESOLUTION OF MILLCREEK ADOPTING THE UPDATED 2019 SALT LAKE COUNTY HAZARD MITIGATION PLAN

WHEREAS, the Millcreek Council (the "Council") met in regular session on July 27, 2020, to consider, among other things, adopting a resolution adopting the updated 2019 Salt Lake County Hazard Mitigation Plan; and

WHEREAS, the Council recognizes the threat that natural hazards pose to people and property within Millcreek; and

WHEREAS, Millcreek has participated in the creation of a multi-hazard mitigation plan, hereby known as the 2019 Salt Lake County Hazard Mitigation Plan, an updated copy of which is attached hereto, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2019 Salt Lake County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Millcreek from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Millcreek Council demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2019 Salt Lake County Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED by the Council that the attached updated 2019 Salt Lake County Hazard Mitigation Plan is hereby approved and adopted.

This resolution shall be effective on the date it is adopted.

PASSED AND APPROVED this 27th day of July 2020.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:

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

2019 Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan

Jurisdictional Annex: Millcreek

Hazard Mitigation Plan Point of Contact

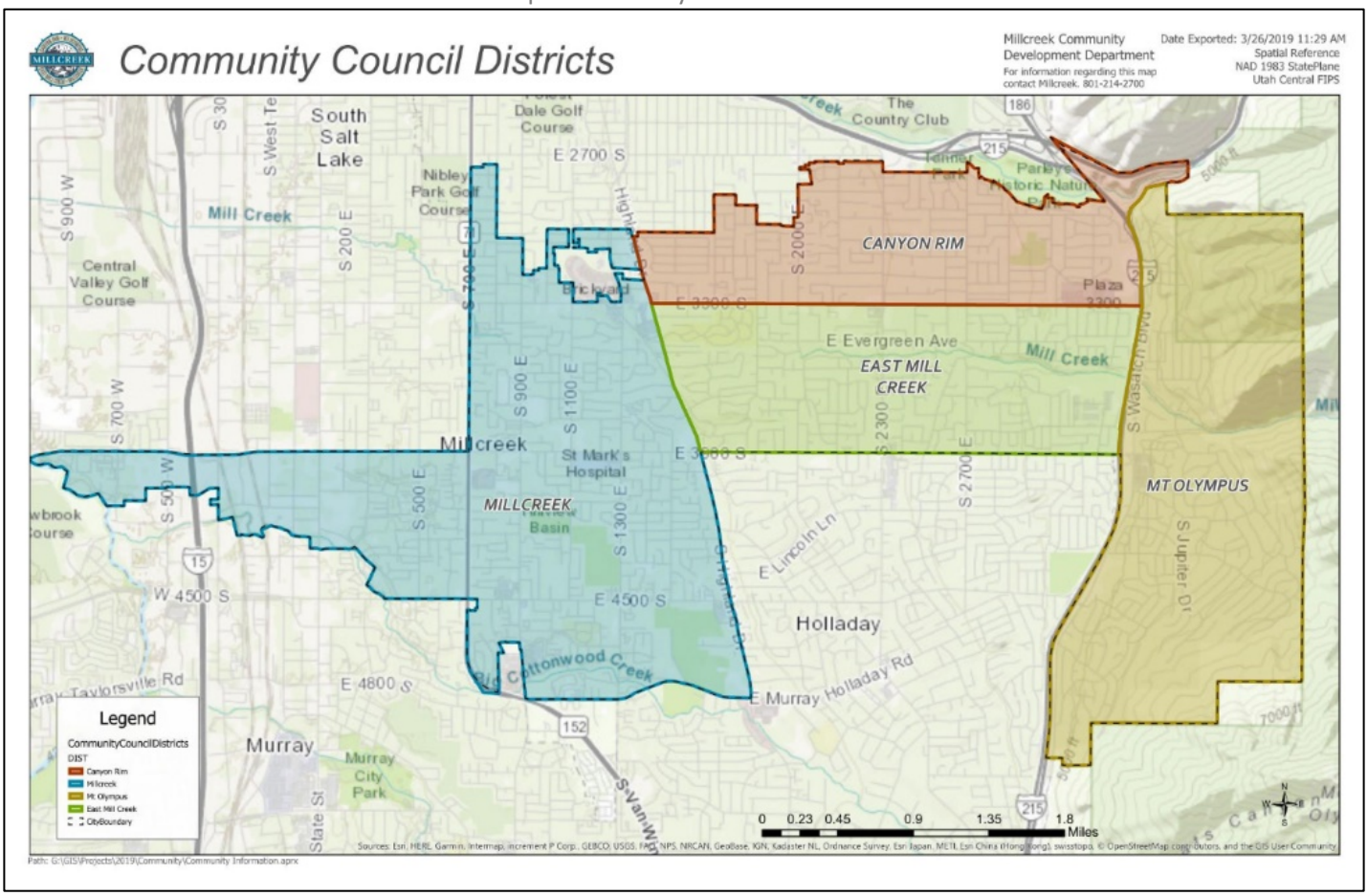
Primary Point of Contact	Alternate Point of Contact
Name: Andrew Clark Title: Emergency Manager Department: Millcreek Office of Emergency Management Address: 3330 South 1300 East, Millcreek, UT 84106 Office Phone: (801) 214-2715 Cell Phone: (801) 688-8608 Email Address: aclark@millcreek.us Website: Millcreek.us	Name: Rita Lund Title: Director of Communications Department: Communications Department Address: 3330 South 1300 East, Millcreek, UT 84106 Office Phone: (801) 214-2707 Cell Phone: (801) 550-5474 Email Address: rlund@millcreek.us Website: Millcreek.us

Jurisdiction Profile

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation:** December 28, 2016
- **Current Population:** 61,270 (Census v2018)
- **Population Growth:** According to the U.S. Census Bureau, the population of Millcreek doubled from 30,377 to 62,139 people from 2000 - 2010, due to the consolidation of the East Mill Creek, Canyon Rim, and Mt. Olympus census-designated places (CDP) with the Millcreek CDP. The population has since remained relatively stable, only declining slightly according to the 2015 population estimates from the University of Utah.
- **Location and Description:** Millcreek is located between Salt Lake City and South Salt Lake in the North and Murray and Holladay in the South. It is a largely suburban community, totaling 13.7 sq. miles (all land). Millcreek is split into four Community Council Districts, as can be seen in the map below.

Map: Community Council Districts



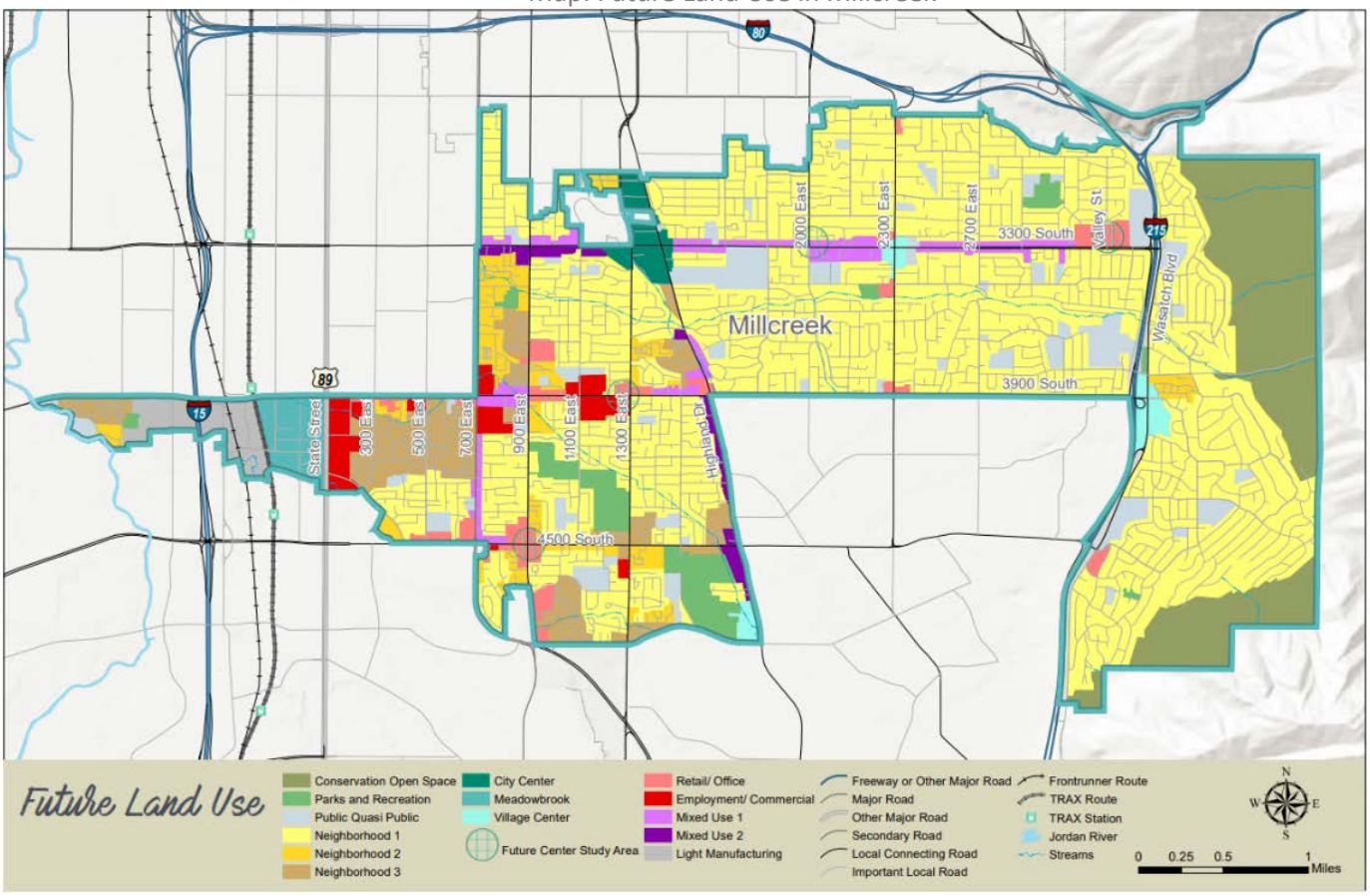
- **Brief History:** The way west was marked by a string of mills built by John Neff, who, in his lifetime, was responsible for building more than 30, but the most enduring of these was the mill built in 1847 in East Mill Creek. This mill became a vital resource to the local community until it was eventually torn down and the land donated to the LDS church. By the 1980s, most of the area now in Millcreek was built out and known by various names, including East Mill Creek, Canyon Rim, and Mount Olympus. The area remained one of the most populous unincorporated areas of Salt Lake County, until the 2016 election when residents established a city government in advance of official incorporation.
- **Climate**: Millcreek gets an average of 58 inches of snow and 21 inches of rain every year. The July high temperature is 91 and the January low is 23 (Best Places).

Table: Climate in Millcreek

	Millcreek, Utah	United States
Rainfall	20.8 in.	38.1 in.
Snowfall	57.9 in.	27.8 in.
Precipitation	91.0 days	106.2 days
Sunny	228 days	205 days
Avg. July High	91.4°	85.8°
Avg. Jan. Low	23.0°	21.7°
Comfort Index (higher=better)	7.1	7
UV Index	4.7	4.3
Elevation	4285 ft.	2443 ft.

- **Governing Body Format:** The Millcreek Council consists of four members elected by district and the mayor elected at-large. The Mayor is the chief executive officer of the community, a voting member of the Council, and the Council Chair. Departments include City Services, Communications and Programs, Community Development, Economic Development, Finance, Human Resources, Public Safety, and Public Works.
- **Development Trends:** Millcreek adopted a new General Plan in 2019, a major step forward in guiding the development of the community. Through conversations with the Millcreek community, seven vision themes for future development were identified: unique neighborhoods, vibrant gathering places, a thriving economy, great connections, health and environment, the outdoor lifestyle, and enhanced culture.

Map: Future Land Use in Millcreek



Capability Assessment

The community maintains a full-time staff of 37 and part-time staff of 2 individuals. The Emergency Manager is the community's designated Emergency Manager. Hazard Mitigation Planning efforts are led by Andrew Clark, Emergency Manager, and supported by Rita Lund, Director of Communications and Programs.

The assessment of the jurisdiction's legal and regulatory capabilities is presented in the Legal and Regulatory Capability Table below. The assessment of the jurisdiction's fiscal capabilities is presented in the Fiscal Capability Table below. The assessment of the jurisdiction's administrative and technical capabilities is presented in the Administrative and Technical Capability Table below. Information on the community's National Flood Insurance Program (NFIP) compliance is presented in the National Flood Insurance Program Compliance Table below. Classifications under various community mitigation programs are presented in the Community Classifications Table below.

TABLE: LEGAL AND REGULATORY CAPABILITY			
	Local Authority Exists to Develop and Implement/ Enforce?	**Rely on the County's Codes, Ordinances & Requirements**	**Comment**
Codes, Ordinances, & Requirements			
Building Code Development and Enforcement	Yes	No	
Zonings Ordinance(s)	Yes	No	
Subdivision Ordinance(s)	Yes	No	
Stormwater Management Program	Yes	No	
Floodplain Ordinance(s)	Yes	No	
Post Disaster Recovery Program and Ordinance(s)	No	Yes	
Growth Management	No	-	
Site Plan Review Requirements	Yes	No	
Planning Documents			

General or Comprehensive Plan	Yes	No	
Capital Improvement Plan	Yes	No	
Economic Development Plan	Yes	No	
Disaster Planning Documents			
Comprehensive Emergency Management Plan/ Local Emergency Operations Plan	No	-	In progress
Post-Disaster Recovery Plan	No	-	In progress
Continuity of Operations Plan	No	-	In progress
Specialized Hazard Plan(s) (e.g., Heavy Snow/Winter Storm Plan, Fire Management Plan, Extreme Temperature Plan): Insert the name of Plan(s) in the comments section	No	Yes	In progress

TABLE: FISCAL CAPABILITY	
Financial Resources	**Accessible or Eligible to Use?**
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	No
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	Yes
State/Federal Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Other	NA

TABLE: ADMINISTRATIVE AND TECHNICAL CAPABILITY			
Staff/Personnel Resources	**Available?**	**Full Time/Part Time/Other**	**Department/Agency/Position**
Planners or engineers with knowledge of land development and land management practices	Yes	Full Time	Public Works/Engineering
Engineers or professionals trained in building or infrastructure construction practices	Yes	Full Time	Engineering
Planners or engineers with an understanding of natural hazards	Yes	Full Time	Engineering
Personnel skilled or trained in GIS applications	Yes	Full Time	Public Works
Emergency manager	Yes	Full Time	Emergency Management and Communications
Grant writers	Yes	Full Time	Communication

TABLE: NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE	
What department is responsible for floodplain management in your jurisdiction?	Public Works/Engineering
Who is your jurisdiction's floodplain administrator? (department/position)	Engineering/Stormwater
Are any certified floodplain managers on staff in your jurisdiction?	Yes, Stormwater Engineer
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction? (If no, please state why)	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of assistance/training is needed?	No, not at the moment
Does your jurisdiction participate in the Community Rating System (CRS)? If so, is your jurisdiction seeking to improve its CRS Classification? If not, is your jurisdiction interested in joining the CRS program?	No, but we are interested in joining

TABLE: COMMUNITY CLASSIFICATIONS			
	Participating?	**Classification**	**Date Classified**
Community Rating System (CRS)	No	-	-

Public Protection/ISO	-	-	-
NWS StormReady	No	SL County	-

Jurisdiction-Specific Hazards and Risks

NOAA Natural Hazards 2014-2019

- The Natural Hazard Events Table lists all past occurrences of natural hazards within the jurisdiction. Repetitive flood loss records are as follows:
- Number of FEMA-Identified Repetitive Loss Properties: 0
- Number of FEMA-Identified Severe Repetitive Loss Properties: 0
- Number of Repetitive Flood Loss/Severe Repetitive Loss Properties That Have Been Mitigated: 0
- As of 6/30/2019, 0 policies were enforced (FEMA, 2019).
- Millcreek does participate in the National Flood Insurance Program (CID # 490231) (FEMA, 2019).
- The community will continue to participate in the NFIP through various efforts including but not limited to floodplain management, ordinance development and review, technical assistance, compliance inspections, and community education on flood hazards.

TABLE: RECENT NATURAL HAZARD EVENTS
(NOAA Data with additions from the jurisdiction representatives)

Type of Event	Description	FEMA Disaster Number (if applicable)	Date	Preliminary Damage Assessment
Flooding	Spring run-off, combined with six inches of heavy, wet snow and rainfall caused a debris flow in Neff's Creek.		5/17/2019	
Heavy Snow	13 inches in Millcreek		3/13/2019	
Winter Storm	11 inches in Upper Millcreek		1/21/2019	
Winter Storm	15.5 inches in Millcreek		3/3/2018	
Winter Storm	13.5 Upper Millcreek		1/19/2018	
Winter Storm	8 inches in Millcreek		2/21/2017	
Winter Storm	14 inches in Upper Millcreek		12/23/2016	
Avalanche	A group of skiers was skiing along Gobblers Knob, between Big Cottonwood and Millcreek		1/21/2016	

	Canyons, on the afternoon of January 21. An avalanche, about 600 feet wide, was triggered, and two of the skiers were caught. One skier was partially buried and sustained minor injuries. The other skier, a 49-year-old male, was fully buried by the avalanche. He did not have a pulse when others dug him out of the snow, and he was pronounced dead later that day when all attempts to resuscitate him proved unsuccessful.			
Winter Storm	21 inches in Upper Millcreek; power outages around the County		12/13/2015	
Winter Storm	14 inches in Upper Millcreek; 118 car crashes in the County resulting in 16 injuries		4/14/2015	
Winter Storm	8 inches in Millcreek and automobile accidents widespread in the County with 13 injuries		3/2/2015	
Winter Storm	12 inches in Upper Millcreek		12/25/2014	
Winter Storm	8.5 in Millcreek		12/7/2013	

Community Data to Utilize to Enhance Whole Community Resilience

In order to prepare mitigation efforts that consider the whole community, jurisdiction-specific nuances must be understood, and key factors are highlighted below: (ACS 2017)

Factors	Number in Community
Members of the community over 65 years old	9,386
Members of the community under 18 years old	13,438
Members of the community that identify as having disability status	7,211
Members of the community that speak English less than "very well"	2,948
Members of the community living below the poverty line	6,048
The number of mobile homes in the community	72
Members of the community without health insurance	6,326
Occupied housing units with tenants without a vehicle	1,585
Housing units without heating fuel	25

Jurisdiction-Specific Hazards and Impacts

Hazards that represent a county-wide risk are addressed in the Risk Assessment section of the 2019 Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Update. This section only addresses the hazards and their associated impacts that are relevant and unique to the municipality.

Winter Storms: These storms commonly occur at least once a year, likely more. A significant portion of the community has an increased vulnerability to winter storms, including the elderly and individuals with limited resources. Surviving winter storms requires access to certain resources and mechanisms for remaining warm. Individuals that cannot access these resources, primarily due to economic inaccessibility will need support from the community and County. The significant population of mature trees in the area is also susceptible to damage from severe winter weather.

Avalanche and Landslide: The most vulnerable areas include those that have steep terrain, high precipitation, high earthquake potential, and high population density, and heavy backcountry use. Given the border of the Wasatch Mountains, Millcreek is susceptible to avalanches and landslides.

Earthquake: The Wasatch Front urban corridor is considered to be at risk of a major earthquake, with the most likely culprit being the Wasatch Fault, which runs north to south along the foot of the western slope of the Wasatch Mountains. Secondary hazards possibly associated with a major earthquake in the community are numerous. A major earthquake occurring during a period of high avalanche hazard could trigger numerous destructive avalanches at once and landslides. 65% of building stock is unreinforced masonry. Of this stock, 80% is residential. Also, of concern are the two major splitting faults running through the New City Center. Given the URM building stock and the fault locations, a major earthquake could yield high damage to building and utility failures. Another concern is evacuation for the neighborhood east of Wasatch Blvd.

Flooding: The community is bordered by the Jordan River. Federal Emergency Management Agency (FEMA) has rated floodplains along the Jordan River and its tributaries for expected flood heights and areas susceptible to 100-year flood-frequency inundation. Flash flooding can occur either during a heavy rainfall event or rapid snowmelt. Riverine flooding also can come from Mill Creek, Parley's Creek, Neff's Creek, Big Cottonwood, and the several irrigation canals and ditches. Recently, flooding occurred in the expanded Neff's Creek Floodplain. Flooding is also worse due to the undersized and deteriorating stormwater infrastructure that is also incomplete and not connected in certain areas. An area prone to flooding is the East Bench of Grandeur Park and Mount Olympus. Another area is the swamp at 4500 S. Murray-Holladay Rd.

Debris Flows: If heavy rainfall or rapid snowmelt were to take place in Neff’s Canyon, significant debris flows would occur, due to that drainage area being an active alluvial fan. An alluvial fan is a fan-shaped area where silt, sand, gravel, boulders, and woody debris are deposited by rivers and streams over a long period of time. Active alluvial fans are prone to sudden and unpredictable flood events that can carry sediments and large debris. Each fan, and each potential flood on a fan, exhibits different flood characteristics. The unpredictability of the flood path is what makes active alluvial fans so potentially hazardous for homeowners and communities within and around Millcreek. Flood risk also changes over time due to land development, erosion, increasing storm intensity, wildfires, and other causes, making this a continual area of concern for the community.

The Neff's Creek piedmont exhibits these behaviors within limited portions of the active alluvial fan areas, making this area at increased risk of debris flows.

Wildfire: The western portion of the community is next to conservation open space, which creates a WUI - wildland-urban interface. Wildfires in this area have the potential to spread to the surrounding neighborhood, especially during the dry season. The eastern border of the community is considered a WUI and managed by the Forest Service Wilderness. Wooded Stream Channels are also a concern. Other areas of concern are Grandeur Park, Mount Olympus, Mill Creek, Parley's Creek, Big Cottonwood Creek, and Big Cottonwood Park.

Dam Failure: If Little Dell fails, I-80/I-215 would be impacted.

Extreme Temperatures: Extreme high and low temperatures adversely impact the aging population and is a concern because the jurisdiction has the 2nd highest population of elderly/aging populous in the County and over 55 care and assisted living centers. The area also has a significant homeless population. Also, the area has a major hospital that would need to remain operational with a surge in patients or a power failure.

Landslide/Slope Failure: There are FLOZ areas throughout the community and post-wildfire impact areas have an increased chance of landslides. Areas of primary concern are Neff's Canyon and Canyon Rim edge of Parley's Nature Park.

Tornado/High Winds: The above-ground power lines and mature trees, if damaged, could yield power and infrastructure damage.

Severe Thunderstorm: The Eastern Bench is most heavily impacted by thunderstorm and utility impact can occur.

Cyber Attack: The city digital infrastructure is the most likely target of a digital attack.

Public Health: The area is home to communities that would be more vulnerable to a pandemic or epidemic. These communities may have less access to resources and include refugee, immigrant, and homeless community members. The high elderly population would also be of concern due to their potential to be more susceptible to diseases. Also, the community also has a major hospital and a high number of assisted living facilities.

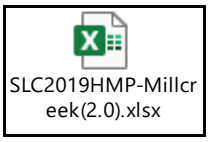
Hazardous Materials Release: The West Side Industrial Area (West Temple - 300 Nest) houses multiple hazardous materials. Another concern is the Fertilizer Plant on banks of Big Cottonwood Creek. Additionally, HAZMAT transportation happens on the I-80/I-275 and through the utility pipelines. Several years ago, a chemical truck overturned in Parley's Canyon and required evacuation.

Terrorism: Of primary concern for a terrorist attack are the Power sub-stations, Jewish Synagogue on Heritage Way, and the water tanks.

Hazard Risk Ranking

Hazard Event	Probability Factor	Sum of Weighted Impact Factors	Total (Probability x Impact)
Earthquake	2	30	60
Severe Winter Weather	3	16	48
Severe Weather	3	15	45
Public Health Epidemic/ Pandemic	2	21	42
Wildfire	2	19	38
Flooding	2	17	34
Cyber Attack	2	17	34
Hazardous Materials Incident	2	14	28
Drought	2	14	28
Radon	3	9	27
Terrorism	1	25	25
Dam Failure	1	13	13
Tornado	1	11	11
Civil Disturbance	1	11	11
Landslide and Slope Failure	1	9	9
Avalanche	1	9	9

*To access the full probability and impact scores, please click the link below to download the Excel file. The excel file consists of two tabs. The first tab includes the variables and scores specific to the community based on best available data and subject-matter input; and the second tab provides the overall summary output based on the assessment.



Hazard Event	Probability (High, Medium, Low)	Probability Factor (Adjust Probability Factor to Change Scores)		Hazard Event	Population Exposed (High, Medium, Low)	Impact Factor (Adjust Impact Factor to Change Scores)	Multiplied by Weighting Factor (3)
Avalanche	Low	1		Avalanche	Low	1	3
Dam Failure	Low	1		Dam Failure	Low	1	3
Drought	Medium	2		Drought	High	3	9
Civil Disturbance	Low	1		Civil Disturbance	Medium	2	6
Cyber Attack	Medium	2		Cyber Attack	High	3	9
Earthquake	Medium	2		Earthquake	High	3	9
Flooding	Medium	2		Flooding	Medium	2	6
Hazardous Materials Incident	Medium	2		Hazardous Materials Incident	Medium	2	6
Landslide and Slope Failure	Low	1		Landslide and Slope Failure	Low	1	3
Public Health Epidemic/ Pandemic	Medium	2		Public Health Epidemic/ Pandemic	High	3	9
Radon	High	3		Radon	High	3	9
Severe Weather	High	3		Severe Weather	High	3	9
Severe Winter Weather	High	3		Severe Winter Weather	High	3	9
Terrorism	Low	1		Terrorism	Medium	2	6
Tornado	Low	1		Tornado	Low	1	3
Wildfire	Medium	2		Wildfire	Medium	2	6

Probability [No Weighted Factor]		**People**—Values were assigned based on the percentage of the total ***population exposed*** to the hazard event. The degree of impact on individuals will vary and is not measurable, so the calculation assumes for simplicity and consistency that all people exposed to a hazard because they live in a hazard zone will be equally impacted when a hazard event occurs. It should be noted that planners can use an element of subjectivity when assigning values for impacts on people. Impact factors were assigned as follows: **[Weighted Factor: 3]**
High—Significant hazard event is likely to occur annually (Probability Factor = 3)		**High**—30% or more of the population is exposed to a hazard (Impact Factor = 3)
Medium—Significant hazard event is likely to occur within 25 years (Probability Factor = 2)		**Medium**—15% to 29% of the population is exposed to a hazard (Impact Factor = 2)
Low—Significant hazard event is likely to occur within 100 years (Probability Factor = 1)		**Low**—14% or less of the population is exposed to the hazard (Impact Factor = 1)
Unlikely—There is little to no probability of significant occurrence or the recurrence interval is greater than every 100 years (Probability Factor = 0)		**No impact**—None of the population is exposed to a hazard (Impact Factor = 0)

Hazard Event	Property Exposed (High, Medium, Low)	Impact Factor (Adjust Impact Factor to Change Scores)	Multiplied by Weighting Factor (1)		Hazard Event	Property Damages from Major Event (High, Medium, Low)	Impact Factor (Adjust Impact Factor to Change Scores)	Multiplied by Weighting Factor (2)
Avalanche	Low	1	1		Avalanche	Medium	2	4
Dam Failure	Low	1	1		Dam Failure	Low	1	2
Drought	No Impact	0	0		Drought	No Impact	0	0
Civil Disturbance	Low	1	1		Civil Disturbance	Low	1	2
Cyber Attack	No Impact	0	0		Cyber Attack	No Impact	0	0
Earthquake	High	3	3		Earthquake	High	3	6
Flooding	Medium	2	2		Flooding	Medium	2	4
Hazardous Materials Incident	Low	1	1		Hazardous Materials Incident	Low	1	2
Landslide and Slope Failure	Low	1	1		Landslide and Slope Failure	Medium	2	4
Public Health Epidemic/ Pandemic	No Impact	0	0		Public Health Epidemic/ Pandemic	No Impact	0	0
Radon	No Impact	0	0		Radon	No Impact	0	0
Severe Weather	High	3	3		Severe Weather	Low	1	2
Severe Winter Weather	High	3	3		Severe Winter Weather	Low	1	2
Terrorism	Low	1	1		Terrorism	High	3	6
Tornado	Low	1	1		Tornado	High	3	6
Wildfire	Low	1	1		Wildfire	High	3	6

Property Exposed—Values were assigned based on the percentage of the total ***property value exposed*** to the hazard event. **[Weighted Factor: 1]**	**Property Damages**—Values were assigned based on the expected total ***property damages incurred*** from the hazard event. It is important to note that values represent estimates of the loss from a **major event** of each hazard based on historical data for each event or probabilistic models/studies. **[Weighted Factor: 2]**
High—25% or more of the total assessed property value is exposed to a hazard (Impact Factor = 3)	**High**—More than $5,000,000 in property damages is expected from a single major hazard event, or damages are expected to occur to 15% or more of the property value within the jurisdiction (Impact Factor = 3)
Medium—10% to 24% of the total assessed property value is exposed to a hazard (Impact Factor = 2)	**Medium**—More than $500,000, but less than $5,000,000 in property damages is expected from a single major hazard event, or expected damages are expected to more than 5%, but less than 15% of the property value within the jurisdiction (Impact Factor = 2)
Low—9% or less of the total assessed property value is exposed to the hazard (Impact Factor = 1)	**Low**—Less than $500,000 in property damages is expected from a single major hazard event, or less than 5% of the property value within the jurisdiction (Impact Factor = 1)
No impact—None of the total assessed property value is exposed to a hazard (Impact Factor = 0)	**No impact**—Little to no property damage is expected from a single major hazard event (Impact Factor = 0)

Hazard Event	Impact on Economy (High, Medium, Low)	Impact Factor (Adjust Impact Factor to Change Scores)	Multiplied by Weighting Factor (1)
Avalanche	Low	1	1
Dam Failure	Low	1	1
Drought	Medium	2	2
Civil Disturbance	Medium	2	2
Cyber Attack	Medium	2	2
Earthquake	High	3	3
Flooding	Medium	2	2
Hazardous Materials Incident	Medium	2	2
Landslide and Slope Failure	Low	1	1
Public Health Epidemic/ Pandemic	High	3	3
Radon	No Impact	0	0
Severe Weather	Low	1	1
Severe Winter Weather	Medium	2	2
Terrorism	High	3	3
Tornado	Low	1	1
Wildfire	High	3	3

Hazard Event	Potential for Catastrophy (High, Medium, Low)	Impact Factor (Adjust Impact Factor to Change Scores)	Multiplied by Weighting Factor (3)
Avalanche	Unlikely	0	0
Dam Failure	Medium	2	6
Drought	Low	1	3
Civil Disturbance	Unlikely	0	0
Cyber Attack	Medium	2	6
Earthquake	High	3	9
Flooding	Low	1	3
Hazardous Materials Incident	Low	1	3
Landslide and Slope Failure	Unlikely	0	0
Public Health Epidemic/ Pandemic	High	3	9
Radon	Unlikely	0	0
Severe Weather	Unlikely	0	0
Severe Winter Weather	Unlikely	0	0
Terrorism	High	3	9
Tornado	Unlikely	0	0
Wildfire	Low	1	3

Economic Factor—An estimation of the impact, expressed in terms of dollars, on the local economy is based on a loss of business revenue, worker wages and local tax revenues or on the impact on the local gross domestic product (GDP). **[Weighted Factor: 1]**
High—Where the total economic impact is likely to be greater than $10 million (Impact Factor = 3)
Medium—Total economic impact is likely to be greater than $100,000, but less than or equal to $10 million (Impact Factor = 2)
Low—Total economic impact is not likely to be greater than $100,000 (Impact Factor = 1)
No Impact—Virtually no significant economic impact (Impact Factor = 0)

Catastrophic Factor—The potential that an occurrence of this hazard could be catastrophic. **[Weighted Factor: 3]**
High—High potential that this hazard could be catastrophic (Impact Factor = 3)
Medium—Medium potential that this hazard could be catastrophic (Impact Factor = 2)
Low—Low potential that this hazard could be catastrophic (Impact Factor = 1)
Unlikely—Virtually no potential that this hazard could be catastrophic (Impact Factor = 0)

Mitigation Strategies and Actions

2019 Mitigation Strategies Progress & Summary

The heart of the mitigation plan is the mitigation strategy, which serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The mitigation strategy describes how the community will accomplish the overall purpose, or mission, of the planning process. In this section, mitigation actions/projects were updated/amended, identified, evaluated, and prioritized. This section is organized as follows:

- New Mitigation Actions - New actions identified during this 2019 update process
- Ongoing Mitigation Actions - Ongoing actions with no definitive end or that are still in progress. During the 2019 update, these "ongoing" mitigation actions and projects were modified and/or amended, as needed.
- Completed Mitigation Actions - An archive of all identified and completed projects, including completed actions since 2014.

Mitigation Table - New Actions

Action	Year Initiated	Goal/Objective	Hazard(s)	Agency Lead	Supporting Agency(ies)	Benefit	Cost	Funding Source	Priority	Timeframe	Comments
Install Debris Basin and/or Storm Drain/Culvert to help mitigate floods and landslides, and the resulting debris flows that can occur in that area.	2019	Goal 1: Protect the lives, health, and safety of the citizens of Salt Lake County before, during, and after a disaster. Goal 4: Promote education and awareness programs, campaigns, and efforts designed to encourage citizens, private and public entities to mitigate and become more resilient to disasters.	Flood (Riverine), Landslide/Slope Failure, Debris Flows	US Forest Service	Salt Lake County, Millcreek Emergency Management and Public Works Departments	High (Prevent flooding, landslides, and the subsequent debris flows that could occur.	High	FEMA, Utah State, Salt Lake County, Salt Lake City	High	Long-term	Reduce flooding from Neffs Canyon by installing debris basin and/or large storm drain/culvert. This drainage area is an active alluvial fan and unpredictable debris flows are a significant concern.
Hazardous Materials Removal	2019	Goal 1: Protect the lives, health, and safety of the citizens of Salt Lake County before, during, and after a disaster. Goal 2: Protect and eliminate and/or reduce damages and disruptions to critical facilities, structures, and	Hazardous Materials Release, Public Health (Pandemic/Epidemic)	Millcreek	Salt Lake County Health Administration and UFA	High (loss avoided includes Death, Property, and Spread of Toxic Chemicals)	High ($20,000,000 - $50,000,000)	FEMA, State, UFA, County-City Funds	High	2025	Removal hazardous materials on West Temple, 400 West, South 3300 and South 4500.

		infrastructure during disasters. Goal 3: Enhance and protect the communication and warning/notification systems in the County. Goal 4: Promote education and awareness programs, campaigns, and efforts designed to encourage citizens, private and public entities to mitigate and become more resilient to disasters. Goal 5: Ensure and promote ways to increase government and private sector continuity of services during and after a disaster. Goal 6: Advocate, support, and promote the continued coordination and integration of disaster planning									

		efforts throughout the County. Goal 7: Advocate, support, and promote the use of laws and local regulations and ordinances aimed to mitigate hazards and to enhance resiliency.									
Reinforce Masonry and Chimneys	2019	Goal 1: Protect the lives, health, and safety of the citizens of Salt Lake County before, during, and after a disaster. Goal 2: Protect and eliminate and/or reduce damages and disruptions to critical facilities, structures, and infrastructure during disasters. Goal 4: Promote education and awareness programs, campaigns, and efforts designed to encourage citizens, private and public entities to mitigate and become more resilient to disasters	All-Hazards	Millcreek		High (Loss of life and property damage)	Medium	FEMA, State, and County funds	High	Long-term	Reinforce masonry and chimneys to prevent older homes from collapsing.

		Goal 7: Advocate, support, and promote the use of laws and local regulations and ordinances aimed to mitigate hazards and to enhance resiliency.									
Install Generators at Assisted Living Centers	2019	Goal 1: Protect the lives, health, and safety of the citizens of Salt Lake County before, during, and after a disaster. Goal 4: Promote education and awareness programs, campaigns, and efforts designed to encourage citizens, private and public entities to mitigate and become more resilient to disasters. Goal 5: Ensure and promote ways to increase government and private sector continuity of services during and after a disaster.	Extreme Cold and Extreme Heat	Millcreek	Salt Lake County Emergency Management	High (Loss of life and displacement)	Medium	FEMA, UFA/EM, Millcreek	High	Short-term	Install generators at assisted living facilities and enact evacuation plans in case of extreme heat or cold.
Generators and hookup installation for	2019	Goal 1: Protect the lives, health, and safety of the citizens	All-Hazards	Millcreek	Salt Lake County, Millcreek	Medium	High	HMA/PDM Grant or other	Medium	Short-term	

publicly owned and critical facilities		of Salt Lake County before, during, and after a disaster. Goal 4: Promote education and awareness programs, campaigns, and efforts designed to encourage citizens, private and public entities to mitigate and become more resilient to disasters. Goal 5: Ensure and promote ways to increase government and private sector continuity of services during and after a disaster.			Emergency Management and Public Works Departments			federal funds			
Conduct a Hazardous Materials Flow Study	2019	Goal 1: Protect the lives, health, and safety of the citizens of Salt Lake County before, during, and after a disaster. Goal 2: Protect and eliminate and/or reduce damages and disruptions to critical facilities, structures, and infrastructure during disasters.	Hazardous Materials	Millcreek	Millcreek Emergency Management	Medium	Medium	HMA/PDM Grant or other federal funds	Medium	Long-term	

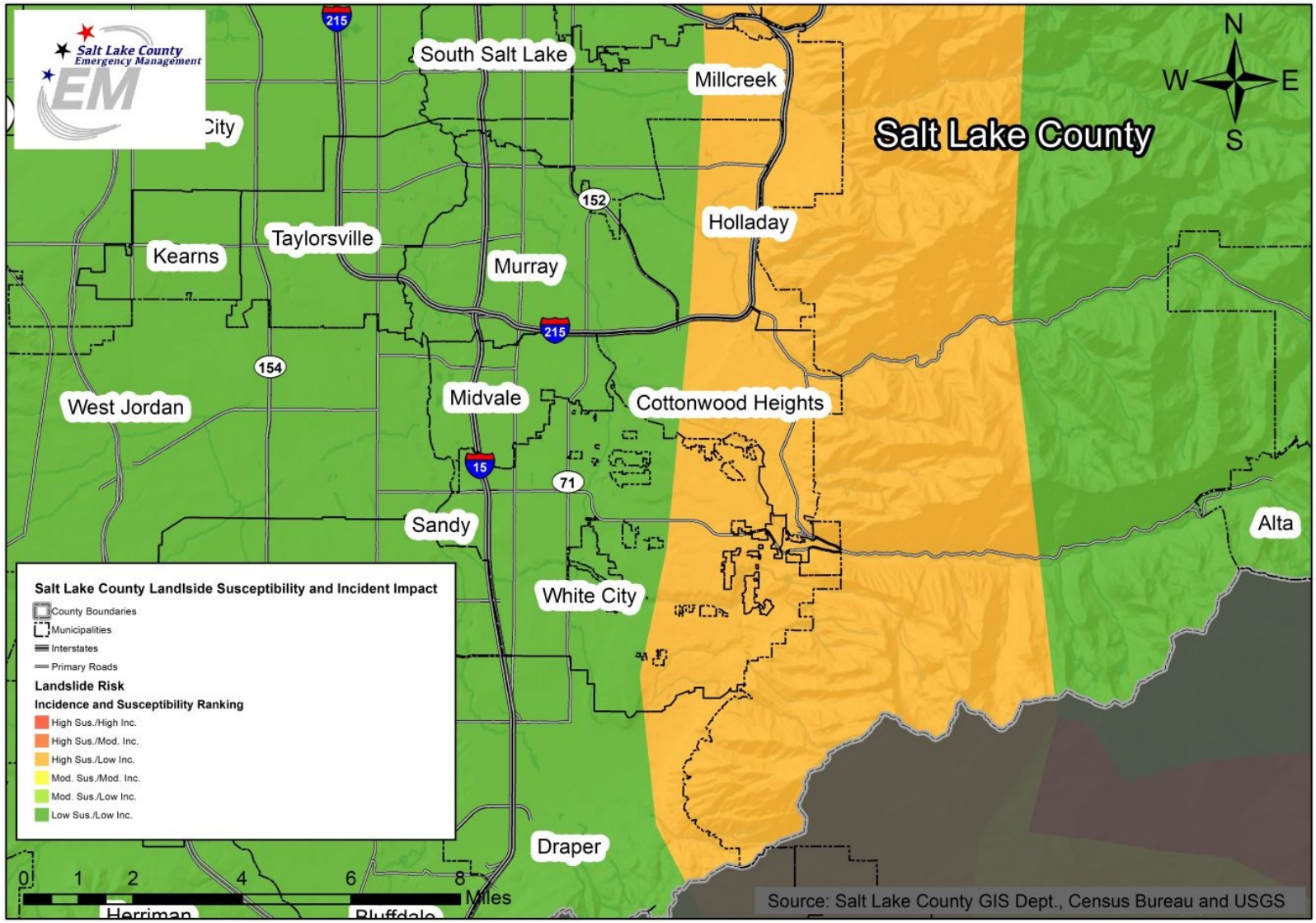
Draft a WUI Plan with fire mitigation goal development including defensible space	2019	Goal 1: Protect the lives, health, and safety of the citizens of Salt Lake County before, during, and after a disaster. Goal 2: Protect and eliminate and/or reduce damages and disruptions to critical facilities, structures, and infrastructure during disasters.	Wildfire	Millcreek	Millcreek Emergency Management, Salt Lake County	Medium	Medium	HMA/PDM Grant or other federal funds	Medium	Long-term	

Mitigation Table - Ongoing Actions

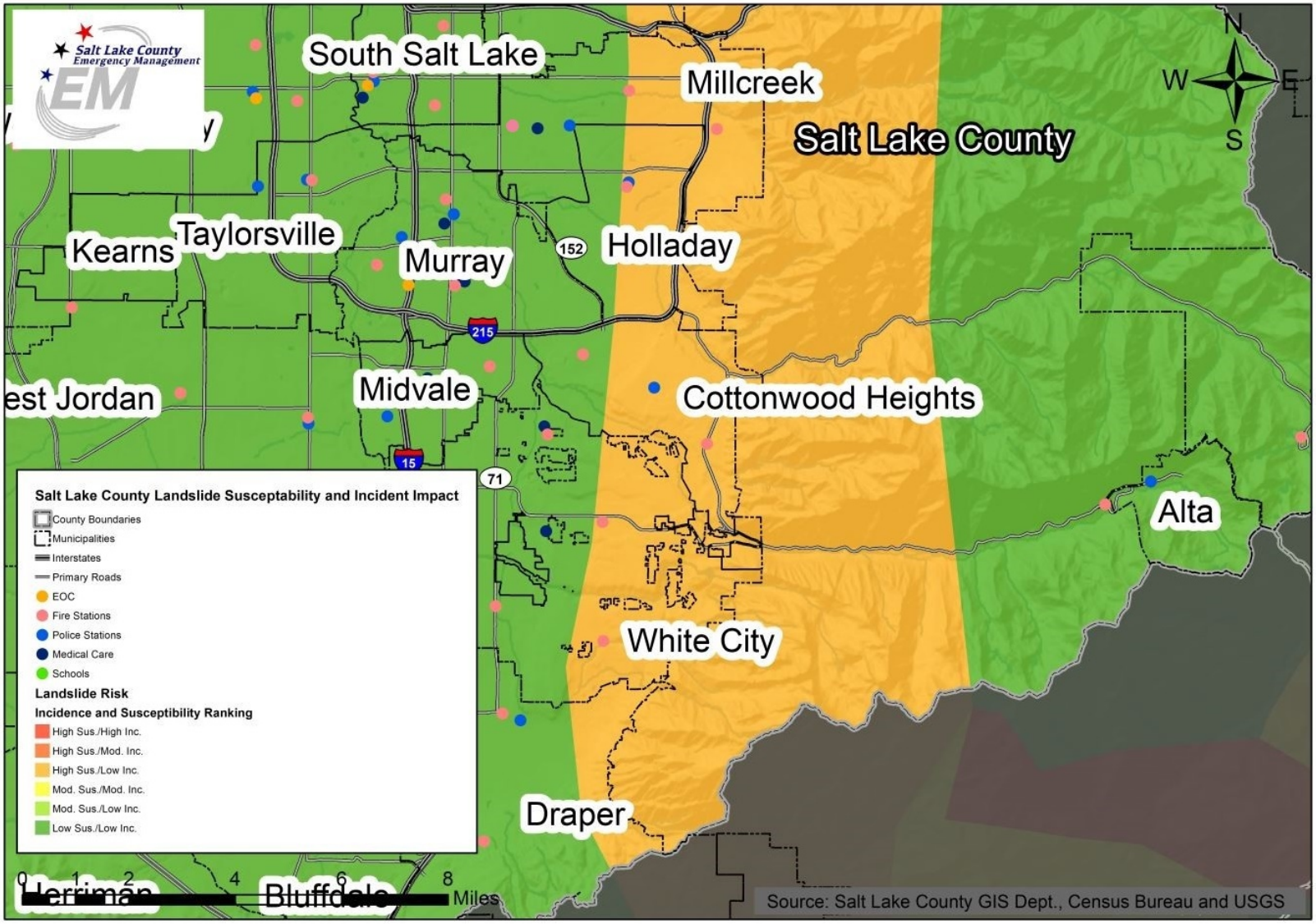
Not applicable since Millcreek did not participate as an incorporated jurisdiction in 2014.

Jurisdiction Maps

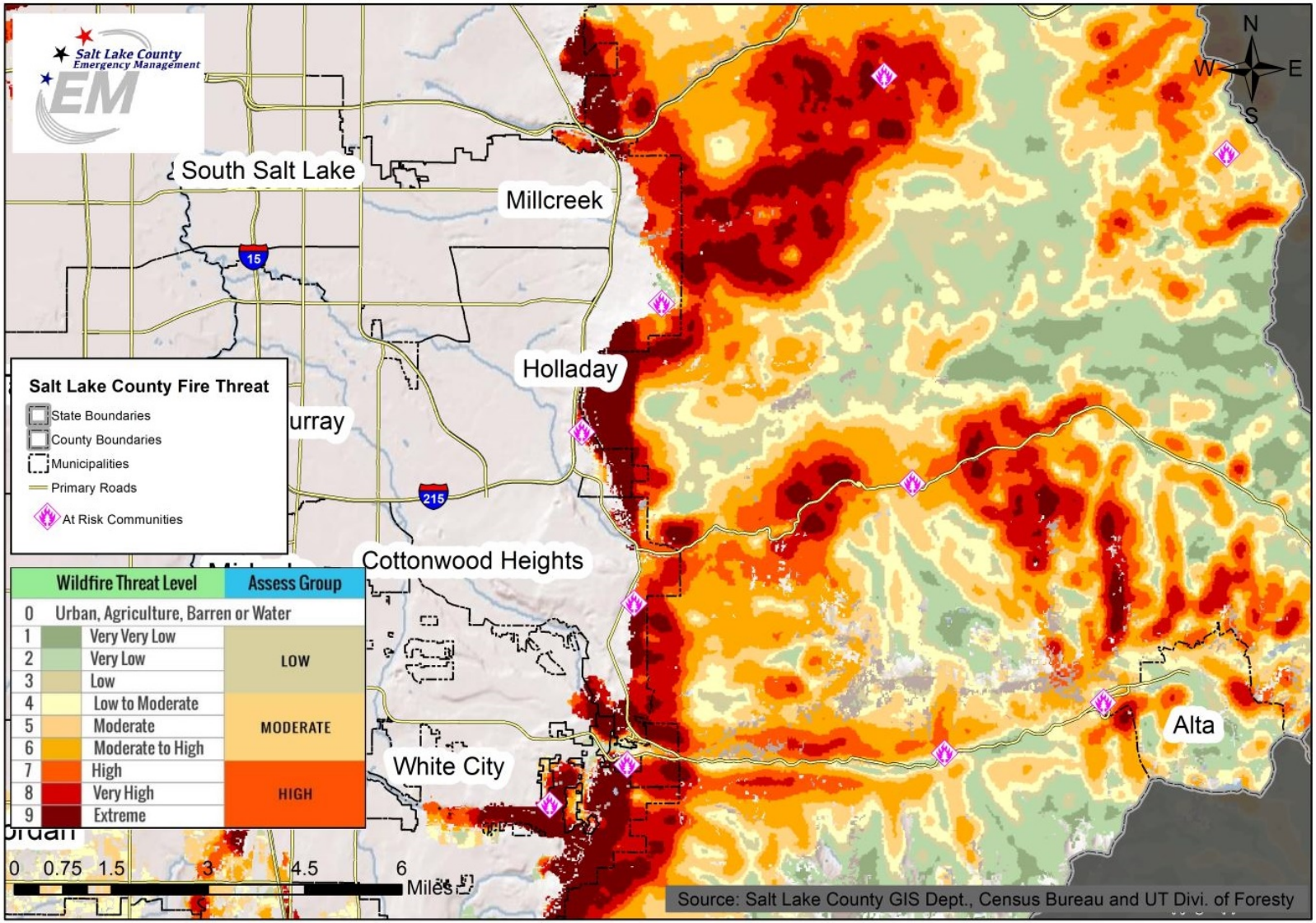
Map: Landslide Susceptibility and Incident Impact Potential



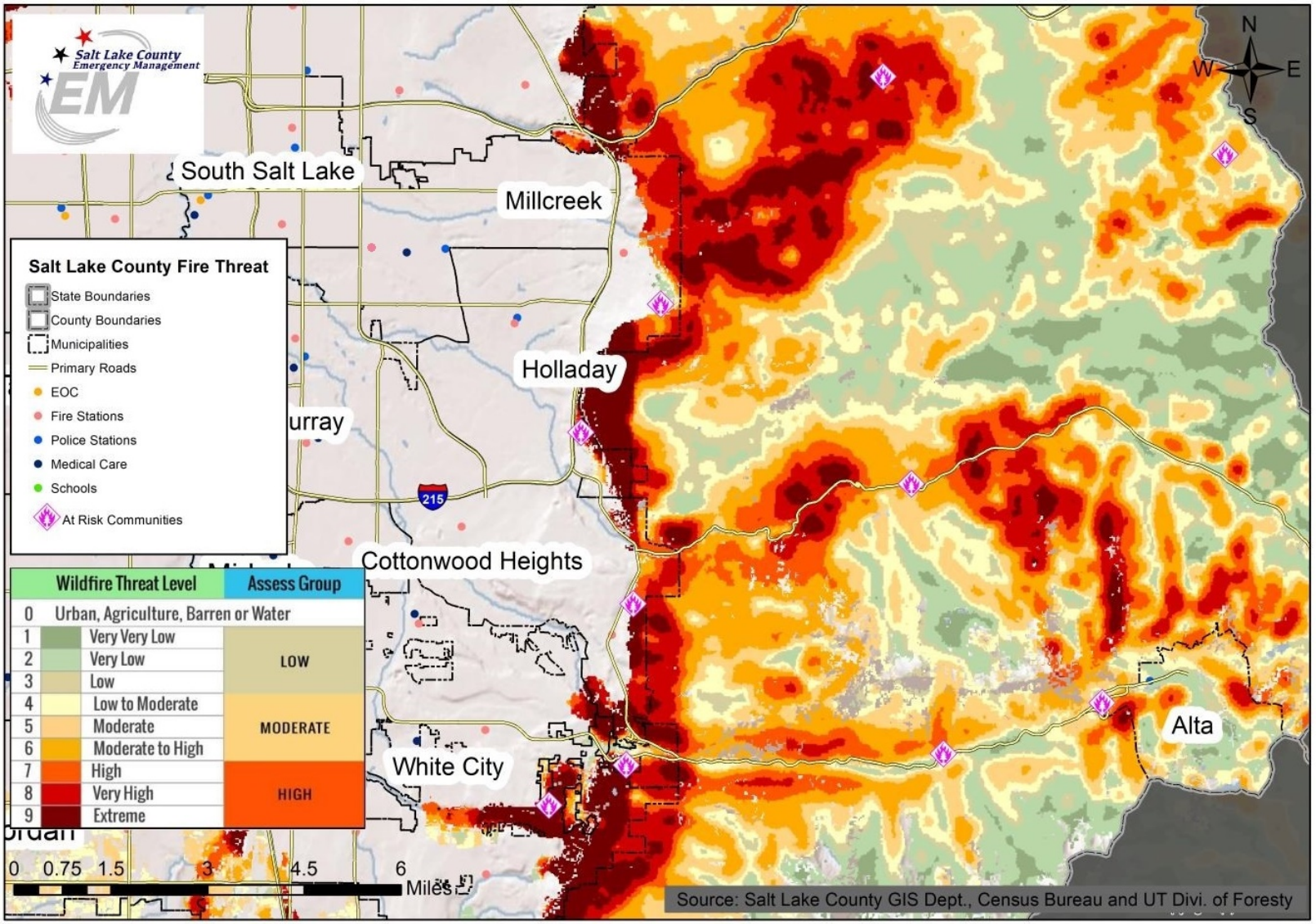
Map: Landslide Susceptibility and Incident Impact Potential with Critical Facilities



Map: Wildfire Threat Level



Map: Wildfire Threat Level with Critical Facilities



MILLCREEK, UTAH
RESOLUTION NO. 20-33

A RESOLUTION OF MILLCREEK ADOPTING THE 2020 MILLCREEK PANDEMIC-SPECIFIC CONTINUITY OF OPERATIONS PLAN (COOP)

WHEREAS, the Millcreek Council (the "Council") met in regular session on July 27, 2020, to consider, among other things, adopting a resolution adopting the 2020 Millcreek Pandemic-Specific COOP Plan; and

WHEREAS, the Council recognizes the threat that a pandemic outbreak can pose to the continuity of operations of essential functions within Millcreek government; and

WHEREAS, the 2020 Millcreek Pandemic-Specific COOP Plan, a copy of which is attached hereto, identifies essential functions can be maintained and actions taken during a pandemic outbreak to reduce or eliminate long-term risk to Millcreek government, its residents, and property through mitigation strategies; and

WHEREAS, Millcreek Emergency Management and Department Heads have reviewed said documentation and recommended that the City adopt the Millcreek Pandemic-Specific COOP Plan to help satisfy internal emergency preparedness; and

WHEREAS, adoption by the Millcreek Council demonstrates their commitment to maintaining essential functions and services of Millcreek during a pandemic outbreak, as outlined in the 2020 Millcreek Pandemic-Specific COOP Plan.

NOW THEREFORE, BE IT RESOLVED by the Council that the attached 2020 Millcreek Pandemic-Specific COOP Plan is hereby approved and adopted.

This resolution, assigned No. 20-33, shall be effective on the date it is adopted.

PASSED AND APPROVED this 27th day of July 2020.

MILLCREEK

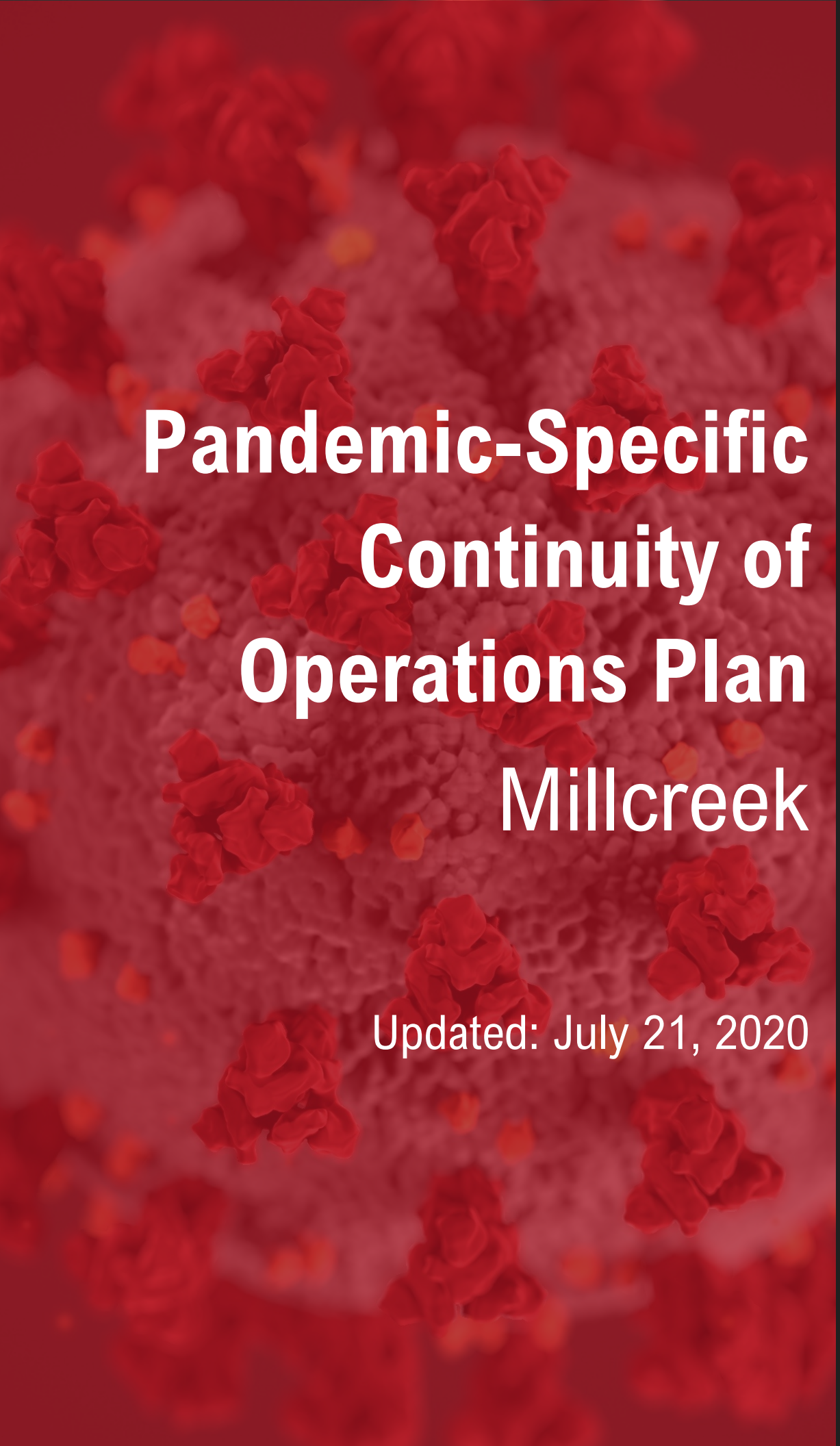
By:_____

ATTEST: **Jeff Silvestrini,** Mayor

_____

Elyse Sullivan, City Recorder

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



Pandemic-Specific Continuity of Operations Plan

Millcreek

Updated: July 21, 2020

In accordance with Utah Code § 63G-2-305(48), this document is held by a Division of Emergency Management and the information contained within this document is a protected record intended only for the use of those individuals and agencies to which this document is issued. It is being shared pursuant to the requirements and obligations of Utah Code § 63G-2-206.

This document may also be exempt from disclosure pursuant to Utah Code § 63G-2-106.

I. RECORD OF CHANGES

When changes are made to the plan outside the official cycle of plan review, coordination, and update, planners should track and record the changes using a record of changes table below and also record them in the Review, Training, Exercise, and Updates portion of this plan. The record of changes will contain, at a minimum, a change number, the date of the change, the name of the person who made the change, and a description of the change.

Change Number	Section	Date	Person Making Change	Change Description
1.0	Document	6/15/2020	Andrew Clark	Document Creation

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I. INTRODUCTION

Millcreek performs essential functions and services that may be adversely affected in the event of a natural or human-caused disaster. In such events, Millcreek needs to have continuity plans to assist in the continuance of their essential functions. Continuing to perform essential functions and provide essential services is vital to its ability to remain a viable entity during times of increased threats from all hazards; whether natural and human-caused. Since the threat to Millcreek continuity of operations is heightened during any type of pandemic outbreak, it is important for organizations; particularly emergency management and public safety organizations and agencies, to have a Pandemic-Specific Continuity of Operations (COOP) Annex in place to ensure they can carry out its essential functions and services. While Millcreek may be forced to suspend some operations due to the severity of pandemic outbreaks; as observed with the COVID-19 outbreak, an effective Pandemic-Specific COOP Annex can assist Millcreek to remain operational as well as strengthen its ability to resume operations upon endemic resolution.

A. Purpose

This annex provides guidance to Millcreek government and serves as the plan for maintaining essential functions and services of Millcreek during a pandemic outbreak.

The guidance in this annex stresses that essential functions can be maintained during the pandemic outbreak through mitigation strategies, such as increased hygiene, vaccinations of staff and families, social distancing (staying away), and similar approaches. Continuity of operations in a pandemic outbreak may not require the traditional level of service and/or continuance of certain essential functions (as would otherwise be the case in a partial or full relocation of the organization's essential functions due to inaccessibility of primary facilities). Although this response may be concurrently necessary due to other extenuating circumstances, a pandemic outbreak may result in the need to either partially or fully devolve control and direction where it would not be necessary in a typical all-hazards COOP plan.

B. Relationship to COOP Planning Initiatives

The guidance provided in Millcreek's Pandemic-Specific COOP Annex neither replaces nor supersedes the current, approved SLCo Government continuity plan for Millcreek but rather supplements it; bridging the gap between traditional, all-hazards continuity planning and the specialized continuity planning required for pandemic outbreaks. This is accomplished by addressing additional considerations, challenges, caveats, and elements specific to the dynamic nature of a pandemic outbreak.

II. ASSUMPTIONS

The following assumptions are inferred in the development of this annex for a pandemic:

A. Pandemic Planning Assumptions

- Susceptibility to a pandemic virus will be universal.
- Efficient and sustained person-to-person transmission is ongoing.
- The clinical disease attack rate will likely be 30 percent or higher in the overall population during a pandemic.
- Illness rates may be higher among vulnerable populations, specifically older populations with existing co-morbidities such as chronic obstructive pulmonary disease (COPD), cardiac conditions, acute hypertension, renal failure, smokers, pregnant women, and populations with compromised immune systems
- Rates of absenteeism will depend on the severity and cascading impact of the pandemic. In a severe pandemic, absenteeism may be attributed to several factors; including illness, the need to care for ill family members, self-imposed isolation, and/or the fear of infection.
- Absenteeism rates may reach 40 percent during peak weeks of a community outbreak, with lower rates of absenteeism prior to and following peak weeks.
- Certain public health measures are likely to increase rates of absenteeism.
- Some persons may become infected but not develop clinically significant symptoms. For COVID-19 to date, children, and adults below the age of 65 are showing the fewest indications of clinical disease. Most who have been exposed to COVID-19 in these demographics are recovering without additional sequala.
- Asymptomatic or minimally symptomatic individuals can transmit infection and develop immunity to subsequent infection. This may prove to make previous epidemic and pandemic concepts including containment and quarantine only marginally effective enough measures to cease transmission.
- While the number of patients seeking medical care cannot be predicted with certainty, in previous pandemics (i.e., influenza), about half of those who become ill sought care. Without the availability of effective antiviral drugs for treatment, this proportion may be lower in different pandemic outbreaks.
- Rates of serious illness, hospitalization, and deaths will depend on the virulence of the virus and differ in order of magnitude between more and less severe scenarios. Risk groups for severe and fatal infection cannot be predicted with certainty.
- Incubation periods (intervals between infection and onset of symptoms) will range widely depending on the virus, from two days to fourteen days and beyond.
- Persons who become ill may shed virus and can transmit infection before the onset of symptoms.
- The period of outbreak may last weeks to months.

B. Organizational Assumptions

- Millcreek will be provided with guidance and/or direction by federal, state, and Salt Lake County government public health agencies regarding current pandemic status in the area.
- Millcreek will have actionable plans and procedures to assist in their ability to remain operational during the pandemic. Plans and procedures may include (but not limited to)

hygiene recommendations, telework, staggering of work hours, re-assignment in an emergency response role, social distancing, use of personal protection equipment (PPE), and temporary suspension of some non-essential activities.

- Direction on mitigation of transmission will be provided under a unified communications strategy.
- Millcreek has viable organization-wide continuity capabilities.
- Millcreek has and will review its viable organization-wide continuity capabilities to ensure that they are fully capable of supporting the response requirements of a pandemic outbreak, and consider supporting telework, virtual meeting options, and social distancing operations to facilitate disease transmission reduction.
- Millcreek facilities may be accessible, but right of entry may be limited during the pandemic period to facilitate disease transmission reduction to mission essential personnel and minimize overall community spread.
- Millcreek may choose to deploy to alternate facilities (including telework "staying away" options) to enhance virus exposure protection for mission essential personnel.
- Millcreek essential functions, operations, and support requirements may be people-dependent; however, human interactions may be limited, remote, or virtual, resulting in the employment of appropriate teleworking, remote meeting, and other approved social distancing protocols.
- Travel restrictions, such as limited travel, may affect the ability of some staff to report to work.
- Use of city vehicles may be altered in the event that telework is deployed.
- Type of employment and start date may affect the ability of employees to be compensated.

C. County-Level Assumptions

- As with previous planning for incidents of national significance, responsibility for a domestic pandemic response will rest primarily with local, state, and tribal authorities, mandating an optimum level of readiness at the county-level where responsibility will be accepted and leadership demonstrated.
- A pandemic will increase the likelihood of sudden and potentially significant gaps in public service and safety for Millcreek.
- A severe pandemic may overwhelm existing healthcare capabilities and capacity within the county and result in an increased number of deaths.
- Under certain scenarios, some of the usual functions of Millcreek will be significantly reduced or suspended in order to "surge support" and accomplish essential pandemic functions and critical public health and safety responsibilities associated with the response.
- Increased public anxiety within the community will cause increased psychogenic and stress-related illness among the citizens, compounding the strain on health care facilities and staff.
- Special needs populations within (including, but not limited to, geriatric populations that are homebound or in nursing homes; those with existing chronic medical conditions; mental health patients; alcohol and drug dependent persons; correctional facility inmates; individuals with language barriers; and the vulnerable populations) will not only require additional planning considerations to ensure they are being accommodated, but in the specific case of COVID-19, they represent the most at-risk populations in our county community, and will likely suffer far higher degrees of morbidity and mortality if left unaccommodated.
- A significant number of non-U.S. citizens as well as uninsured citizens within the county will require medical and public health intervention.

III. CONCEPTS OF OPERATIONS

The Concept of Operations (ConOps) is supported by four components, consisting of: (1) Programs, Plans, and Procedures, (2) Risk Management, (3) Budgeting and Acquisitions, and (4) Pandemic Continuity Planning Operational Phases and Implementation.

A. Programs, Plans, and Procedures

Millcreek Office of Emergency Management will develop and maintain continuity plans and procedures that, when implemented, support the continued performance of essential functions under all circumstances.

The Millcreek Office of Emergency Management, and its principal emergency response agency, Salt Lake County Emergency Management and Salt Lake County Public Health, will immediately provide the incident management response to pandemic outbreaks. It will engage in all available strategies in an attempt to delay and deter the introduction of a virus into the community. Millcreek will provide assistance to public safety organizations and agencies across the spectrum of the first responder and first receiver communities to help them maximize their preparedness capacity and understand their roles in a pandemic incident management mission.

B. Risk Management

Risk Management is the process of identifying, assessing, and prioritizing the potential negative effects of uncertain events (risks) and applying resources to monitor, control, or minimize those negative effects. A risk management program supports the viable continuity capabilities by identifying risks to the continued performance of essential functions and suggesting strategies to mitigate those risks.

Risk management strategies during a pandemic outbreak introduce modifications to the Base COOP plan for the Millcreek Office of Emergency Management to determine necessary adjustments of essential functions in order to maximize employee and public safety. These strategies might include implementation of limited, modified or relinquished staff and/or public access to facilities as well as the introduction of other techniques to minimize staff overlap at facilities; including staggered hours, social distancing and re-designed workspaces allowing at least six feet apart.

C. Budgeting and Acquisitions

To support the continuity program, it is necessary to align and allocate budget resources. Through the budgeting and planning process, Millcreek's leaders can ensure that critical resources are available to support essential functions before, during, and after a continuity event. During a pandemic outbreak and, especially when extended periods of heightened absenteeism are observed or expected, fiscally conservative measures might need to be taken by Millcreek's Finance Team as guided by Millcreek government leadership.

These measures might include decreasing the level of services for certain essential functions as well as placing other essential functions on hold temporarily. Additionally, considerations for staffing levels will need to be made to mirror the decrease in level of services and overall functions being provided by Millcreek.

D. Pandemic Continuity Planning Operational Phases and Implementation

Millcreek's leadership, through activation of the COOP Continuity Team, should be prepared to review their COOP plans in an emergency or disaster as it unfolds, make joint decisions about how to react to it at each stage, and then implement those decisions that are deemed the best course of action and integrate implementation procedures and criteria into continuity plans. Millcreek's Base COOP plan addresses four phases: (I) readiness and preparedness, (II) activation and relocation, (III) continuity of operations, and (IV) reconstitution. (OEM in the process of creating base COOP plan)

Millcreek Office of Emergency Management will refer to its COOP Plan for implementation procedures across these four phases, Millcreek will consider the following implementation procedures in the context of a pandemic outbreak:

Readiness and Preparedness in a Pandemic

Millcreek's COOP Planning team reviews this Pandemic-Specific COOP Annex on **at least an annual basis**. In preparation for pandemic outbreaks, a number of caveats and modifications to each of the essential functions from the Base COOP plan have been identified and documented later in this annex.

Millcreek's COOP Planning team shall explore needed interagency agreements, MOUs, and other pre-agreed upon contractual scopes of work necessary for a partial and/or total devolution of direction and control during a pandemic outbreak that, due to potential heightened absenteeism, would not depend as much on an alternate facility as on an alternate workforce.

Activation of Continuity Plans in a Pandemic

Upon the declaration of a pandemic by the World Health Organization (WHO) and a declaration by a public health emergency by the State of Utah and Salt Lake County Director of Public Health, Millcreek shall immediately activate this Pandemic-Specific COOP Plan as well as all members of the COOP Continuity Team.

Continuity of Operations during a Pandemic

Millcreek shall maintain the essential functions outlined in their Base COOP plan during a pandemic outbreak with any pre-determined modifications to that plan identified within this annex. Decisions related to essential functions will need to be made by members of the COOP Continuity Team as well as reinforced by the Office of the Mayor. For this reason, it is essential to ensure the membership of the COOP Continuity Team includes those responsible for such decisions as well as liaising authority with the Office of the Mayor.

Reconstitution after a Pandemic Outbreak

The reconstitution process begins when Millcreek has regained the capability and physical resources necessary to return to normal (pre-pandemic) operations. The objective during reconstitution is to effectively manage, control, and, with safety in mind, expedite the return to normal operations. Millcreek has developed reconstitution plans and procedures for each of the essential functions and in conjunction with local public health authorities, to ensure facilities/buildings are safe to return for both staff and public access.

Millcreek's reconstitution plan considers the possibility that not all employees may be able to return to work at the time of reconstitution. It may be necessary to either maintain or implement reconstitution strategies such as staggered hours, ability for employees to continue telework to support social distancing, or limited or no access for a period of time for both staff and public and, in some cases hire temporary or permanent workers in order to complete the reconstitution process if absenteeism rates continue.

IV. ELEMENTS OF VIABLE CONTINUITY CAPABILITIES IN A PANDEMIC

The ten elements of Viable Continuity Capabilities in continuity planning in this Pandemic-Specific COOP Plan outline special actions or deviations when responding to a pandemic outbreak as compared to responding to other hazards: including earthquakes, fires, and floods. These continuity capabilities can be broken down as either organization-wide or essential mission-specific.

A. Organization-Wide Continuity Capabilities

Orders of Succession

Pandemic outbreaks may affect Salt Lake County differently than other regions in the United States in terms of timing, severity, and duration. Due to increased potential for extended absences of key personnel and to help assure continuity of operations over an extended period, the Millcreek Office of Emergency Management has identified the following orders of succession during a pandemic outbreak:

Title	Primary	Secondary	Tertiary
Mayor	Jeff Silvestrini	Bev Uipi	City Council
City Manager	Jeff Silvestrini	Laurie Johnson	Francis Lilly
Economic Development	Mike Winder	Josie Angerhofer	Francis Lilly
Business Licensing	Mike Winder	Alex Wendt	Amy Barber
Communications	Rita Lund	Jordan Hatch	N/A
Emergency Management	Andrew Clark	Rita Lund	N/A
Legislative Policy/Facilities	Kurt Hansen	Jared Bowling	N/A
Community Development/Planning	Francis Lilly	Robert May	N/A
Building Services	Jim Hardy	Rich Novasio	N/A
Finance/HR	Laurie Johnson	Stephanie Bond	N/A
Public Works	John Miller	Fred Lutze	Dan Drumiler
City Recorder	Elyse Sullivan	Alex Wendt	N/A
City Attorney	John Brems	N/A	N/A

Delegation of Authority

At the height of a pandemic outbreak, absenteeism may be significant. Due to increased potential for extended absences of delegated authorities for each of key areas of operations: *Head of Organization Authorization*, *Travel Authorization*, *Leave Authorization*, *Purchase Requisitions / Spending Authorization*, and *Execution of Contracts*. Millcreek has established the following caveats during a pandemic outbreak to established delegations of authority in each of the following key operational areas over an extended period:

Head of Organization Authorization

Title	Primary	Secondary	Tertiary
Mayor	Jeff Silvestrini	Bev Uipi	City Council
City Manager	Jeff Silvestrini	Laurie Johnson	Francis Lilly

Travel Authorization

During a pandemic outbreak, all unnecessary travel will be prohibited. If travel is deemed unavoidable, the Department Head of the individual will work with finance leadership and the City Manager to arrange safe travel. If employees choose to undertake out-of-state travel, arrangements must be made for isolation/quarantine prior to returning to work (i.e. 3-day isolation and testing, 14-day isolation without testing).

Leave Authorization

As with normal operations, leave authorization will be conducted by Department Heads or their immediate successors during a pandemic outbreak. If the Department Head and their immediate successor are unable to give leave authorization, the City Manager has the authority to approve all leave requests.

Purchase Requisitions / Spending Authorization

During a pandemic outbreak, approval for spending for non-pandemic related purchases must be approved by the Finance Department, City Manager, and/or Mayor. If there are expenses that must be purchased in preparation for the pandemic (i.e. computers, phones, PPE, cleaning supplies, etc.), Departments Heads have authorization to approve. All pandemic related expenses must be tracked for the entirety of the outbreak and reported to Salt Lake County and State of Utah.

Execution of Contracts Authorization

All contract execution will be performed by the responsible Department Head or the immediate successor. Any new contracts that are created must be reviewed by the City Recorder and Attorney.

Human Resources

Although a pandemic outbreak may not directly affect physical infrastructure of an organization, a pandemic will ultimately threaten all operations by its impact on an organization's human resources. The public health threat to personnel is the primary threat to maintaining essential functions and services during a pandemic outbreak.

Review, Training, Exercise, and Updates

Review, training, exercise and updating this annex is essential to assessing, demonstrating, and improving an organization's ability to maintain its essential function and services. Millcreek Office of Emergency Management will conduct a COOP review, training, exercise series (a discussion-based

exercise for organization management, and an operations-based drill), and update the plan and annex based off exercise findings on an annual basis. Additionally, the caveat for review, training, exercise, and updates for continuity of operations in a pandemic applies:

The Millcreek Pandemic COOP Planning Group shall review the Pandemic-Specific Continuity of Operations Annex on an annual basis for accurate information and need to revise/update as needed.

The Millcreek Office of Emergency Management shall provide training to essential staff of the Pandemic-Specific Continuity of Operations Annex on an annual basis.

The Pandemic-Specific Continuity of Operations Annex shall be used as a primary document to validate in a discussion-based exercise and an operations-based drill every other year for Millcreek, in tandem with a more traditional, physical hazard continuity exercise series.

Millcreek Office of Emergency Management shall provide a reviewed and updated Pandemic-Specific Continuity of Operations Annex by March 31 of every year for final review of changes and storage of annex in paper and electronic form.

B. Essential Function-Centric Continuity Capabilities Overview

Essential Functions

Given the expected duration and cascading impact(s) from pandemic outbreaks, organizations need to consider processes in carrying out essential functions and services in order to develop plans that mitigate the effects of the pandemic while simultaneously allowing for the continuation of operations which support essential functions.

Millcreek's COOP planning team has identified the following modifications for each essential function when responding to a pandemic outbreak for all Primary and Secondary essential functions identified in the base COOP Plan (in the process of being completed). All modifications would be reinforced by guidelines from the agency head and the COOP continuity team:

Annex	Primary Agency	Support Agencies
ESF #1 – Transportation	SLCo Public Works	SLCo, Local Jurisdiction Public Works
ESF #2 – Communications	Millcreek Communications & IT	SLCo, Local Jurisdiction Public Information Officers
ESF #3 – Public Works and Engineering	Millcreek Public Works	SLCo, Local Jurisdictions Public Works
ESF #4 – Firefighting	SLCo Unified Fire Authority	Local Jurisdictions Millcreek, Murray, Holladay, Cottonwood Heights, Salt Lake City
ESF #5 – Emergency Management	Millcreek Emergency Manager	SLCo Emergency Management
ESF #6 – Mass Care, Emergency Assistance, Housing, and Human	SLCo Volunteer Organizations Red Cross	Utah State VOAD

Services		
ESF #7 –Logistics Management Resource Support	Millcreek Operation Services	SLCo, Local Jurisdiction Public Works
ESF #8 –Public Health and Medical Services	SLCo Health Department	Utah State Public Health
ESF #9 –Search and Rescue	SLCo Unified Fire Authority	Utah State, Search and Rescue
ESF #10 – Oil and Hazardous Materials	SLCo Unified Fire Authority	Utah State Hazardous Material Response
ESF #11 – Animal Services, Agriculture and Natural Resources	SLCo Animal Control	SLCo, Local Jurisdiction Animal Services
ESF #12 – Energy (Public Utilities)	Salt Lake City Water Department	Utilities Rocky Mountain Power, Dominion Energy
ESF #13 – (Law Enforcement) Public Safety and Security	SLCO Unified Police Department	SLCo, Local Jurisdiction UPD, Millcreek, Murray, Holladay, Cottonwood Heights, Salt Lake City
ESF #14 – Long-Term Community Recovery	Millcreek Economic Development & Legislative Policy	SLCo Planning
ESF #15 – External Affairs	Millcreek Communications & IT	SLCo, Local Jurisdiction PIO, Millcreek, Murray, Holladay, Cottonwood Heights, Salt Lake City

Facility Guidelines (Primary and Alternate Continuity Facilities)

The traditional use of primary and alternate continuity facilities to maintain essential functions and services may not be a viable option during a pandemic. Rather, safe work practices, which may include telework, staggered work hours, or social distancing, reduce the likelihood on contacts with other people that could lead to viral transmission. Millcreek Office of Emergency Management have identified procedures, including those stated above along with hygiene etiquette and postponement/cancellation of non-essential activities to reduce the spread of a pandemic (identified in Appendix B) Millcreek has established the following caveats during a pandemic outbreak to help reduce the risk of exposure to employees:

- All personnel who have the technological capability to telework will do so from the early stages of the pandemic. Employees will not be required to return to the office until the county, state, and national guidelines declare it is safe to do so.
- Employees from each department will have the ability to arrange a flexible schedule with their Department Head that promotes productivity and social safety.
- Employees that are unable to work remotely will practice social distancing when interacting with co-workers and the public.

- Proper face masks should always be worn whenever interacting in close proximity with others and social distancing is not possible.
- Employees will be provided with proper personal protective equipment while conducting job responsibilities.
- Workplace surfaces will be routinely disinfected by assigned staff.

Facility Guidelines (Infection Control/Containment/Response)

If an employee tests positive for the COVID-19 virus or is showing symptoms, the following steps will be taken to protect and reduce further exposure to employees.

Employees who become sick or develop virus related symptoms (100.4 degree or higher fever, cough, sore throat, muscle aches/pains, trouble breathing or sudden change in taste or smell) while at work should:

- Immediately report any illness to your Department Head (via electronic or telephone to reduce exposure of others).
- Separate from other employees/co-workers and immediately return home.
- Department Head should immediately notify City Manager, Emergency Manager, Human Resources and Facilities Manager of exposed employee. Emergency Manager will contact Salt Lake County Health Department to determine closest testing facility and follow-up procedures.
- **This will be City Manager decision** Employees who believe they have had close contact (currently defined as within a 6-foot distance for 10 or more minutes) with COVID-19 positive co-workers, should be sent home until contract tracing takes place by the Health Department. Those who have been in close contact with a positive case are recommended to self-quarantine for 14 days, closely monitor symptoms, and should be tested if symptoms appear.
- Area where sick employee was present will be closed off and signage placed notifying employees to avoid area until the area can be disinfected and cleaned (This will be performed by the Emergency Manager or contracted out to a third-party depending on the extent of cleaning performed. **See below cleaning guidance). Non-close contact employees who work near the affected area, will be asked to exit until cleaning can take place.
- Facilities Manager will notify third party daily cleaning service about COVID exposure.
- When a confirmed case of COVID-19 is identified, interviewing (contract tracing) and testing potentially exposed co-workers should occur as soon as possible to reduce the risk of further workplace transmission. Sick or exposed employees must follow local health department guidance for testing availability and isolation.
- If a family member or roommate test positive, distancing measures need to take place until testing results (typically takes around 48-72 hours) have determined negative exposure. Depending on living situations, alternative housing may be considered for those living in shared apartments or in the same household with at-risk individuals.

- **Per CDC cleaning guidelines, below are cleaning and disinfecting procedures for our facility if someone is sick.**
    - Close off areas used by the person who is sick.
    - Open outside doors and windows to increase air circulation in the area.

- Wait 24 hours before you clean or disinfect. If 24 hours is not feasible, wait as long as possible.
- Clean and disinfect (*See attached list of products that can be used against SARS-CoV-2 (COVID-19) all areas used by the person who is sick, such as offices, bathrooms, common areas, shared equipment/electronic equipment (tablets, keyboards, remote controls, light switches, copiers, drinking fountains, door knobs, etc).
- Vacuum the space that is needed. Use vacuum equipped with high-efficiency particular air (HEPA) filter, if available.
    - Make sure room is empty before vacuuming as you do not want to kick up particulates.
    - Consider turning off HVAC systems that could spread the virus to other offices.
- Once area has been appropriately disinfected, it can be reopened for business use.
    - Workers without close contact to the person who is sick can return to work after disinfection.
- Continue routine cleaning and disinfection. This includes everyday practices that businesses maintain a healthy environment.

Appropriate disinfectant that is effective against COVID-19 (Full list attached)

- **Alcohol solutions with at least 70% alcohol may also be used.**
- **Diluted household bleach solutions may also be used** if appropriate for the surface.
    - Check the label to see if your bleach is intended for disinfection and has sodium hypochlorite concentration of 5%-6%. Ensure the product is not past its expiration date.
    - Some bleaches, such as those designed for safe use on colored clothing or for whitening may not be suitable for disinfection.
    - Unexpired household bleach will be effective against COVID-19 when properly diluted.
    - **Follow manufacturer's instructions** for application and proper ventilation when using. Never mix household bleach with ammonia or any other cleanser. **Leave solution on the surface for at least 1 minute.**
    - **To make a bleach solution, mix:**
        - 5 tablespoons (1/3 cup) of bleach per gallon of room temperature water OR 4 teaspoons of bleach per quart of room temperature water.
        - Bleach solutions will be effective for disinfection for up to 24 hours.
        -

Continuity Communications

Workplace risk of contraction and transmission may be minimized through implementation of systems and technologies that facilitate communication without person-to-person contact. Millcreek has established the following caveats during a pandemic outbreak:

- City Council, Planning Commission, and any other city meetings will be conducted remotely using virtual teleconference (GoToMeeting, Facebook live, etc.).
- All employees will be provided with technology that will allow them to work remotely during and after the pandemic.

Vital Records Management

Millcreek shall identify, protect, and ensure the availability of electronic and hardcopy documents, references, records, and information systems needed to support essential functions during a

pandemic. The Millcreek Office of Emergency Management has established the following caveats during a pandemic outbreak:

- All employees will have access to the Virtual Private Network (VPN) which allows access to the Millcreek network while working remotely.
- Employees will store all working documents on provided electronic drives (M drive, H drive, OneDrive) to promote ease of access.
- All pandemic related expenses and time should be tracked using the ICS 214 form. Contact the Emergency Manager for a blank copy.
- If there is difficulty accessing electronic records while working remotely, all connectivity issues will be addressed but the I.T./Facilities Manager.
- Any questions regarding Vital Records Management should be addressed with the City Recorder.

Devolution of Control and Direction

Devolution is the process of transferring operational control of one or more essential functions to a pre-determined alternate agency or third-party. Pandemic outbreaks will occur at different times, have variable durations, and may differ in severity. Therefore, full, or partial devolution of essential functions may be necessary to continue essential functions and services. Millcreek has established the following caveats during a pandemic outbreak:

In the unlikely event that all employees are impacted by a pandemic and unable to perform essential functions and services within Millcreek, devolution of those functions will be passed to Salt Lake County for operational control.

Reconstitution

Reconstitution is the process whereby an organization has regained the capabilities and resources necessary to return to normal (pre-disaster) operations. The objective during reconstitution is to effectively manage, control, and, with safety and precaution in mind, expedite the return to normal operations. Millcreek has established the following caveats during a pandemic outbreak:

Following approval from State and County Emergency Unified Command and the Health Department, Millcreek will begin restoration procedures to ensure a timely return of normal operations. While the goal for reconstitution will be pre-disaster status, it is unlikely that operations will be able to return to normal. Safety precautions will be taken to ensure the safety of all staff are able to return to work in what will be considered the “new normal” for City Hall operations. Employees will be permitted to work with their Department Heads to identify a safe timeline to return to the office. Flexible schedules will be reviewed and approved by Department Heads with guidance from the City Manager. While in the office, employees will follow CDC guidelines for social distancing, disinfecting surfaces, and face covers (if social distancing is not appropriate).

V. CONCLUSION

Maintaining Millcreek’s essential functions and services in the face of a pandemic outbreak, especially novel viruses like COVID-19, requires additional considerations beyond traditional continuity planning.

Unlike other hazards that necessitate the relocation of staff performing essential functions to an alternate operating facility, pandemics may not directly affect physical infrastructure of any organization. Rather, a pandemic threatens an organization's human resources and delivery of services by removing personnel (some essential) from the workplace for extended amounts of time.

Protecting the health and safety of personnel in order to enable Millcreek employees to continue to operations effectively and perform essential functions and services during a pandemic is the unified goal across all of Millcreek.

APPENDIX A: PANDEMIC BACKGROUND

A. The Overarching Pandemic Threat

- Viruses have threatened the health of animal and human populations for centuries. The genetic and antigenic diversities and their ability to change rapidly due to genetic reassortment and mutation has made it very difficult to develop either vaccines or highly effective antiviral drugs.
- A pandemic occurs when a novel strain of virus emerges with the ability to infect and efficiently spread among humans. Because humans lack immunity to a new virus, a world-wide epidemic, or pandemic can result.
- There have been four declared pandemics in the 20th Century: 1) 1918-29 H1N1 Influenza A (erroneously dubbed the so-called "Spanish Flu"1); 2) 1952 H2N2 Influenza A (dubbed the "Asian Flu"); 1968 H3N2 Influenza A (dubbed the "Hong Kong Flu"; 4) 1981 HIV/AIDS (still ongoing); and one in the 21st Century, the 2009-10 H1N1 Influenza A (dubbed the "Swine Flu"). These pandemics resulted in infection of on average 30% of the world's population and the death of from 0.2 to 2 percent of those infected.
- Avian viruses were involved in all three of the 20th Century pandemics. The 1918-19 pandemic is generally regarded as the deadliest disease event in recorded history. Updated assessments of the morbidity and mortality of the pandemic indicate an attack rate of 50% of the entire human population at the time (1.8B) that is believed to have resulted in more than 100M deaths.
- On or about 21 December 2019, Chinese government officials were apprised of an index cluster of ~44 patients who had been admitted to hospitals in Wuhan City in the Hubei Province Eastern Central China for severe pneumonia of an unknown etiology. On 31 December, the Chinese government reported the outbreak to WHO China Country Authorities.
- The virus was quickly identified as a novel version of the coronavirus, which had caused severe outbreaks in 2002 (i.e., Sudden Acute Respiratory Syndrome or "SARS", which a resulted 8,098 cases with 774 deaths [9.6% CFR] in 17 countries world-wide); and 2012 (i.e., Middle East Respiratory Syndrome Coronavirus or "MERS-CoV [officially known as EMC/212], which resulted in 2,298 cases with 811 deaths [35% CFR] in 21 countries world-wide) (although most were centered in Middle Eastern countries). All three of these versions of coronavirus are believed to be zoonotic (i.e., originating in animals), and can be traced to bats.
- In February 2020, WHO officials officially named the latest strain of coronavirus "COVID-19," and declared it "a global public health emergency of grave concern". As of this writing (16 March 2020), COVID-19 has spread to over 120 countries world-wide with more than 180,000 confirmed cases causing more than 7,000 deaths (3.8% CFR).2 In the U.S., there are currently 16,638 cases with 212 deaths currently reported (1.2% CFR). Both the global and U.S. specific numbers continue to make significant progressions daily, making the overall morbidity and mortality (M&M) associated with the COVID-19 Pandemic a highly fluid event.
  - On 11 March 2020, COVID-19 was officially declared a global pandemic by the WHO.

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[1] The 1918-19 Influenza Pandemic was thought to have had its original index cluster and primary infectivity bloom in Spain as U.S. and Allied Forces staged for their movement to the Western Front of WWI, hence it's moniker "Spanish Flu". In reality, the index cluster occurred in a U.S. Army barracks located at Camp Funston in Kansas.

[2] While the CFR appears to remain relatively low, the true outcome of relational mortality globally won't be known until the outbreak reaches the peak of the epidemic (or now, more accurately, pandemic) curve. It should be pointed out that even what appears to be a low CFR may, in the end, demonstrate an exceptionally high level of mortality associated with COVID-19.

B. Potential Global Impact of a Pandemic

- All nations face considerable challenges in mounting a potentially unprecedented, coordinated global response to a pandemic. Global spread of COVID-19 has already occurred. Countries might, through measures such as border closures and travel restrictions, delay further transmission of the virus, but they cannot stop it. Containment—the first of a global three-part strategy (i.e., containment, stockpiling and use of effective antivirals, and rapid characterization of an emerging virus for vaccine development)—was proven to be useless in the 2009-10 Pandemic and quickly dropped. There is no reason to consider it will be effective now given symptomatic latency, previously porous international borders, and the ability of global air travel to hyper-speed disease around the globe.
- Pandemics of the previous century encircled the global in anywhere from 6 to 9 months, even when much of international travel was limited to rail and ship intra-continentally and inter-continentally, respectively. Given the speed and volume of international air travel today, the airline industry has become of unwitting vector accelerant of this declared (and any future) pandemic(s). Virus now spreads more rapidly than ever before, reaching all continents in weeks or months. An additional complication is that COVID-19—like many other viruses—can infect people and cause them to "shed" virus and infect others before they ever become symptomatic in the first place, making any strategy related to containment a virtual impossibility.
- Five discreet factors are showing an increased level of risk and the potential for significantly more profound impact in terms of the scope and scale of a pandemic (or for that matter, any other natural or man-made disasters that have the potential for the production of a catastrophic casualty event: 1) Since the first quarter of the 20th Century, the human population has more than tripled from 1.8B to 7.6B people. In terms of exposure to a disaster, we simply have a greater global "population-at-risk" (or "PAR"); 2) Climate change has significantly increased the number of (primarily) meteorological and hydrological disaster events. How climate change is affecting the incidence of disease, especially as it relates to newly emerging infectious diseases, has yet to be determined. However, it should be pointed out the glacier recession as a result of global warming has caused virologists to discover pathogens that have been seen before in the natural world. 3) The emergence of numerous "mega-cities" around the globe (populations with >20M residents occupying limited geographic space) has led to the phenomenon of "clustering" where these population end up placing an enormous burden on the critical infrastructure and key resource (CI/KR) necessary to support them. When disasters do occur, the limited CI/KR is likely to be propelled to a tipping point of collapse as demand increases. This is particularly true in the healthcare CI/KR, where demand from a rapid, vertical expansion of the epidemic curve may collapse healthcare resources in the most concentrated U.S. population centers. 4) By this year, 75% of the world's population is expected to reside within 75 miles of the world's littorals (i.e., coasts), making ports of embarkation and debarkation (APOE/D)—traditional jumping off points of disease outbreaks—more closely confluent with the global population. And, finally, 5) With the advent of global air travel now functioning as the principal transportation modality of the common era, the air industry is going to function as a vector accelerant of any pandemic-capable infectious disease outbreak involving a novel virus.
- Widespread illness is now occurring, although at the time of this writing the State of Utah has had a relatively small number of cases in comparison to other, harder hit states. Infection and illness are expected to significantly exceed seasonal epidemics of normal, non-pandemic strains of seasonal influenza (which have had considerably high levels of morbidity and mortality for the 2019-20 season, already considered have been the worst

seasonal flu in more than 40 years). It is estimated that if the COVID-19 outbreak continues its present level of transmission, or if that level accelerates, a substantial portion of the world's population will require some form of medical care.

- Antiviral medications—which treat only the symptoms of a virus and not its cause—and an effective vaccine to help prevent acquiring the disease will be in great demand. However, at this time, antiviral medications such as Oseltamivir ("Tamiflu") which have been used to treat severe influenza symptoms are demonstrating no efficacy against COVID-19, and an accurate characterization that can lead to the rapid development of an effective vaccine are thought to be at least a year to 18 months away at best.
- Inadequate supplies of vaccine—when they do become available—are of particular concern, as vaccines are generally considered the best countermeasure for protecting populations. Many resource poor countries may have no access to vaccines throughout the duration of the pandemic (assuming a vaccine becomes available during the actual declared pandemic period) and have very limited supplies of other infection control and supportive care material, which will further propel dangerous cascading failures amongst their populations. Even countries with large investments in healthcare and public health infrastructure will face significant challenges of scare resources and limited surge capacity in an atmosphere of extreme demand.
- The number of deaths during influenza pandemics has varied greatly. Death rates are largely determined by four factors: the number of people who become infected; the virulence of the virus; the underlying characteristics and vulnerability of affected populations; and the effectiveness of clinical interventions and preventive measures. Within some countries those who do not receive effective medical care during pandemic periods (e.g., low rates of influenza vaccine coverage) are likely to bear a disproportionate burden of excess deaths from a pandemic. Accurate predictions of mortality cannot be made before the pandemic reaches maximum transmissibility. Mass fatality management (MFM) will arguably be one of our greatest challenges, as noted from our experience with the 1918-19 Influenza Pandemic.3
- Economic and social disruption may be high. High rates of illness, hospitalization, and worker absenteeism are expected, and these will contribute markedly to social and economic disruptions. Social disruption may be greatest when rates of absenteeism impair essential services such as healthcare, public safety, power, food supply, transportation, and communications.

C. Potential U.S. Domestic Impact of a Pandemic

- Despite annual vaccination programs and advanced medical technologies, an estimated 36,000 seasonal influenza deaths and 226,000 hospitalizations occur on average each year in the United States. Based on current models of pandemic disease transmission involving a novel virus, a new pandemic could affect as much as 30-40% of the U.S. population and result in the deaths of 200,000 to two million U.S. residents. By comparison, there were 675,000 U.S. fatalities as a result of the 1918-19 pandemic.
- A pandemic's impact will extend far beyond human health. It will undermine many of the day-to-day functions within our society and thus could significantly weaken our economy and national security.
- Worker absentee rates (due to illness, care giving responsibilities, exposure avoidance, fear, etc.) are projected to reach 40% at the height of a pandemic. Businesses and

[3] Barry, J.M. (2004). *The Great Influenza: The Story of the Deadliest Plague in History.* Penguin Books: New York, NY.

government agencies must address how they will perform their essential tasks with a high rate of employee absenteeism.

- The longer it takes for an influenza pandemic to begin, the more likely it is that its effects can be mitigated by informed citizens, prepared healthcare teams and public health systems, and proactive leaders. Ultimately, the center of gravity of the pandemic response will be in communities where coordinated efforts will be essential.
- Because of poverty, household crowding, and higher prevalence of chronic conditions that suppress immunity, the incidence, complications, and mortality from the pandemic may be higher among some sectors of society than among others. During a pandemic, historically lower rates of vaccine coverage in these populations may become exacerbated by shortages. Efforts to distribute vaccines and antiviral drugs (should they become available in such populations) may be hampered by deterioration in usual sources of medical care. Real or perceived injustice may impede the acceptance and effectiveness of isolation and quarantine measures.
- There is little doubt that the Achilles' Heel of our U.S. critical infrastructure and key resource (CI/KR) sectors will be the healthcare sector. If the epidemic curve (i.e., the apogee of the casualty load) associated with the COVID-19 Pandemic exceeds the static and ultimately finite capacity of the Nation's healthcare system, there is real risk of propelling the system to collapse. Markedly exacerbating this situation is the fact that the managed care system that dominates the U.S. healthcare industry has turned hospital beds into profit centers. If beds remain unfilled, healthcare organizations and systems remain unprofitable and many ultimately close. The net result is that we lack virtually any extent surge capacity in our healthcare system to accommodate sudden spikes in casualty loads. Surge capacity planning—including the development and staging of alternate care facilities to accommodate the surge load—must be given careful and prioritized planning at these earliest stages of the COVID-19 Pandemic.

APPENDIX B: COVID-19 HYGIENE

The following limitations may affect the ability to successfully execute COVID-19 specific continuity operations and incident management efforts under this annex.

- Defining the magnitude of the COVID-19 pandemic is impossible due to both the lack of scientific data associated with the COVID-19 virus, as a newly emerging infectious disease, and the current unpredictability of the virus and any future possible mutations.
- If there is a moderate to severe pandemic, there is insufficient surge capacity throughout the healthcare infrastructure of the U.S. Even with innovative attempts at accommodating substantially increased patient care requirements (e.g., fielding deployable medical contingency stations, leveraging "locations of opportunity," etc.), it is highly unlikely that sufficient treatment facilities would be available to support affected populations across the U.S. even if the pandemic presents itself as "the moderate scenario (i.e., 1958/68-like Pandemic)" (HHS Pandemic Influenza Plan/Part 1 Strategic Plan, p. 18).
- Simultaneous or near-simultaneous outbreaks of COVID-19 in communities across the U.S. will limit the ability of any jurisdiction to provide support and assistance to another area (e.g., Emergency Management Assistance Compacts [EMACs] in place from state-to-state.)
- There is no COVID-19 vaccine or effective antivirals.
- There are critical shortages of equipment and supplies (e.g., ventilators) to adequately support projected requirements for hospitalized patients.
- There are burgeoning shortages of masks and personal protective equipment [PPE] to support the occupational health requirements of healthcare workers during the pandemic outbreak.
- Reliance on non-U.S., overseas manufacturers for high-demand items will exacerbate existent shortfalls and further complicate our ability to effectively respond to the COVID-19 Pandemic outbreak.
- By its nature, vaccine production must await the appearance of the strain of a newly emerging virus which meets the criteria of easy transmissibility among humans and high virulence (which has occurred). Even if aggressive methods are used to shorten the manufacturing cycle, it is reasonable to believe that vaccine stocks may not be available for at least 12 to 18 months after the start of the COVID-19 outbreak.
- In accordance with the planning assumptions of the National Response Framework, it is possible that the Universal Adversary may find it opportunistic to launch an attack against the United States. In addition, it is possible that currently circulating strains of Influenza A that have been assessed as having pandemic potential (i.e., H5N21, H7N9, and H1N1) may emerge either during or after the COVID-19 Pandemic. In either case, mounting successful incident management efforts will prove extraordinarily difficult.

APPENDIX C: CONSIDERATIONS OF HYGIENE ETIQUETTE AND COMMUNITY-BASED MEASURES TO MITIGATE TRANSMISSION OF COVID-19

The U.S. Centers for Disease and Prevention (CDC), in collaboration with U.S. public health experts has developed this guidance for federal/state/tribal/local public health authorities (PHA) on the use of public health measures (PHM) to reduce and delay transmission of COVID-19 in the community.

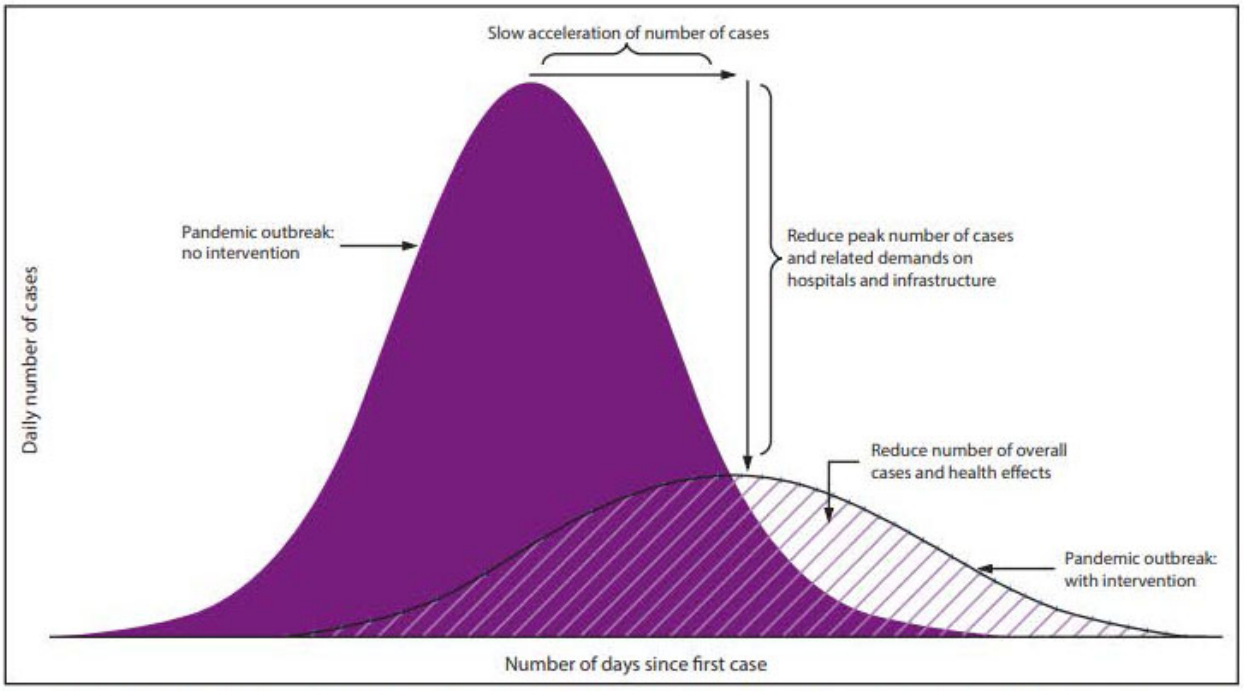
Our nation's pandemic goals, which are first, to minimize serious illness and overall deaths, and second to minimize societal disruption, will guide our response to COVID-19. This guidance is based on currently available scientific evidence, expert opinion, and public health assumptions. Given the evolving nature of COVID-19 epidemiology, the intent of this guidance is to prepare in the event of community-based spread seen in the U.S. and elsewhere in the world. This guidance is subject to change as information emerges on transmissibility and epidemiology, and if treatment options or new information on clinical management becomes available. It is expected that the timing and intensity of virus activity will vary across the U.S. and within state and local environments, i.e., some may be experiencing sustained community transmission while others are only having isolated cases with limited person-to-person transmission. The focus of this guidance is to delay and mitigate the community transmission of COVID-19; however, the containment approaches outlined in Public Health Management of cases and contacts associated with novel coronavirus disease (COVID-19) are applicable and are still in the containment strategy given the relatively limited number of cases in the U.S.. This guidance should be read in conjunction with relevant state and local legislation, regulations, and policies. For information regarding COVID-19, visit the CDC and WHO web sites.

A. Introduction

Public health measures (PHM) include non-pharmaceutical interventions that can be used to reduce and delay community transmission of the novel coronavirus that causes COVID-19. Implemented early, PHM seek to reduce the speed with which cases are occurring to delay and to reduce the peak of virus activity in the community (see figure 1) and reduce the demand for health care services. Some measures are used commonly in the U.S. for seasonal influenza and other communicable disease outbreaks, while others will likely only be considered during a more severe pandemic. Given that there is currently no effective vaccine or specific treatment (e.g. antiviral medication) for COVID-19, public health measures will be the only tools available to mitigate the impact of the virus. A crucial aspect of PHM is effective communications by PHA to promote and support public trust. Refer to the section below on public education and communication for additional considerations.

Public health measures are usually implemented as combinations of two or more measures, which is sometimes referred to as "layered use". The theoretical rationale for layering public health measures is based on the expectation that combinations are likely to be more effective than the partial effectiveness of a single measure.

Figure 1: Goal of Public Health Measures



Source: Adapted from: CDC. Interim pre-pandemic planning guidance: community strategy for pandemic influenza mitigation in the United States—early, targeted, layered use of nonpharmaceutical interventions. Atlanta, GA: US Department of Health and Human Services, CDC; 2007. https://stacks.cdc.gov/view/cdc/11425.

Public health measures outlined in this guidance include actions taken by individuals (healthy, those potentially exposed, and those with COVID-19) designed to protect themselves and others as well as community-based approaches whereby planners, employers, community organizers can implement strategies to protect groups and the community at large. Compliance with recommendations and sustainability of them over time may be influenced by a variety of factors, including, but not limited to cultural, financial, social, and spiritual circumstances. Some communities may require tailored approaches based on geography, culture and living circumstances.

Guidance for individuals who are self-isolating or caring for someone in the home or co-living setting (including university dormitories, shelters, communal living facilities) has been developed: Public Health Management of cases and contacts associated with novel coronavirus disease (COVID-19).

Public health measures such as hand hygiene, respiratory etiquette, and environmental cleaning in the home are the cornerstone public measures to protect individuals, their families and others against seasonal influenza and other respiratory viruses. The same measures are also effective when COVID-19 is circulating in the community. The application of these principles will help prevent and control transmission of any respiratory infectious disease, including COVID-19.

B. Hand Hygiene

Refers to hand washing with soap and water or hand sanitizing with alcoholic solutions, gels, or tissues to maintain clean hands and fingernails. It should be performed frequently with soap and water for at least 30 seconds:

- Before and after preparing food
- Before and after eating

- After using the toilet
- After coughing/sneezing into a tissue (or if non-compliant with respiratory etiquette)
- Before and after using a surgical/procedure mask and after removing gloves
- After handling body fluid-contaminated waste or laundry
- Whenever hands look dirty

If soap and water are not available, hands can be cleaned with an alcohol-based hand sanitizer (ABHS) that contains at least 60% alcohol, ensuring that all surfaces of the hands are covered (e.g. front and back of hands as well as between fingers) and rubbed together until they feel dry. For visibly soiled hands, soiling should be removed with an alcohol-based hand wipe first, followed by use of ABHS.

Touching one's eyes, nose, and mouth with unwashed hands should be avoided.

C. Respiratory Etiquette

Describes a combination of measures intended to minimize the dispersion of large particle respiratory droplets when an ill person is coughing, sneezing, and talking to reduce virus transmission.

Cover coughs and sneezes with a surgical/procedure mask or tissue. Dispose of tissues in a lined waste container and perform hand hygiene immediately after a cough or sneeze.

OR

Cough/sneeze into the bend of your arm, not your hand.

D. Environmental Cleaning and Ventilation

Refers to routine cleaning of frequently used surfaces and objects to help to prevent the transmission of COVID-19 to help to mitigate the risk of people becoming infected through self-inoculation after touching contaminated surfaces. The virus that causes COVID-19 has the potential to survive in the environment for up to 3-5 days. Cleaning, particularly of frequently touched surfaces, can kill the virus, making it no longer possible to infect people.

Cleaning the home and co-living setting

Frequently touched areas such as toilets, bedside tables, light switches, and door handles should be first cleaned (to physically remove dirt) and disinfected daily with water and regular household cleaning products or a diluted bleach solution (0.5% sodium hypochlorite). If they can withstand the use of liquids for disinfection, frequently touched electronics such as phones, computers and other devices may be disinfected with 70% alcohol (e.g. alcohol prep wipes). All used disposable contaminated items should be placed in a lined container before disposing of them with other household waste.

Cleaning public spaces

Cleaning of high traffic public spaces (e.g. malls, airports, public transportation) should follow regular cleaning and disinfecting regimes, both in terms of products used and surfaces targeted, as it is not likely practical/sustainable to increase the frequency of cleaning. Community settings are encouraged to develop protocols for cleaning public spaces if they currently do not have an established cleaning routine.

Workplaces and other similar community settings are encouraged to clean highly touched surfaces (e.g. phones, elevator buttons, washrooms, tables) frequently and to recommend and facilitate increased hand hygiene. It is also recommended that items that cannot be easily cleaned (e.g., newspapers, magazines, stuffed toys) be removed.

Ventilation

Increasing ventilation (e.g. opening windows when weather permits) may help reduce transmission, though evidence is limited as to its effectiveness. Simulation studies show that increased ventilation was shown to reduce influenza transmission and is usually simple and feasible in many locations.

E. Social Distancing

Social distancing measures are approaches taken to minimize close contact with others in the community and include: quarantine and self-isolation at the individual level as well as other community based approaches (e.g. avoiding crowding, school measures and closures, workplace measures and closures, public/mass gathering cancellations) which are further described in the section titled **community-based measures** below.

Social distancing measures are likely to have secondary consequences for individuals, families, and communities, such as loss of income, an elevated need for support services, and potentially reduced availability of certain services. Some measures require extensive preparation and engagement across sectors. During a pandemic of lesser severity, the infection control benefits of implementing some community measures (e.g., proactive school closures) may not be offset by the cost and societal disruption caused by these measures.

Whenever public health authorities impose restrictions on individual freedoms, the intervention should be proportional to the magnitude of the threat. This principle of 'least restrictive means' should always be a consideration when enacting social distancing measures. Reference 8 outlines the ethical considerations with respect to the selection and use of PHMs in a pandemic.

It is crucial that individuals follow self-isolation recommendations properly to prevent transmission of COVID-19 to others in the home setting or in the community. It is recommended that all individuals in the community plan by maintaining a supply of essential medications, home supplies and extra non-perishable food in the event they require voluntary self-isolation.

Isolation

Isolation is recommended for a symptomatic individual that is suspected of having, or known to have, COVID-19. They are directed by PHA to isolate themselves in the home-setting and avoid contact with others until PHA has advised that they are no longer considered contagious. Isolation includes:

- Not going out of the home setting. This includes school, work, or other public areas
- Not using public transportation (e.g. buses, subways, taxis)
- Identifying a "buddy" to check on and do errands for each another, especially for those who live alone or at high risk for developing complications.
- Having supplies delivered home instead of running errands (supplies should be left on the front door or at least a 2-meter distance maintained between people)
- If leaving the home setting cannot be avoided (e.g. to go to a medical appointment), wear a mask (if not available, cover mouth and nose with tissues) and maintain a 2-meter distance

from others. The health care facility should be informed in advance that the person may be infectious.

Voluntary home sequestration ("self-isolation")

Self-isolation is recommended for an asymptomatic person, when they have a high risk of exposure to the virus that causes COVID-19, (i.e., through close contact with a symptomatic person or their body fluids). They are asked to self- isolate in the home-setting to avoid contact with others in order to prevent transmission of the virus at the earliest stage of illness (i.e., should they develop COVID-19).

Protective self-separation

Protective self-separation is recommended for a person who is at high-risk for severe illness from COVID-19 (e.g., older adults, those with chronic underlying medical conditions or immunocompromised) when the virus is circulating in their community.

Voluntary avoidance of crowded places

This is recommended for a person who is asymptomatic and who is considered to have had a medium risk of exposure to the virus that causes COVID-19. This involves avoiding crowded public spaces and places where rapid self-isolation upon onset of symptoms may not be feasible. Examples of these settings include mass gatherings, such as concerts and sporting events; not including hospitals (for HCWs) and schools.

Mandatory sequestration

This is the imposed separation or restriction of movement of individuals, groups, or communities, for a defined period of time and in a location determined by the PHA. As local circumstances will vary across the U.S. and within states, quarantine may be used to contain, delay, or mitigate COVID-19, although its effectiveness once there is widespread community transmission is unknown. An individual in mandatory quarantine is asymptomatic but may have been exposed to the virus causing COVID-19. A decision to implement mandatory quarantine requires careful consideration of the safety of the individual/group/community, the anticipated effectiveness, feasibility, and implications.

F. Self-Monitoring

Self-monitoring is implemented when individuals are potentially exposed to the virus and includes monitoring for the occurrence of symptoms compatible with COVID-19. If symptoms develop, the individual should follow the recommended public health actions regarding convalescing at home versus seeking medical care, depending on severity of symptoms and the presence of underlying medical conditions.

G. Use of Masks

Masks should be used by a symptomatic individual, if available, to provide a physical barrier that may help to prevent the transmission of the virus by blocking the dispersion of large particle respiratory droplets propelled by coughing, sneezing and talking. A face mask should always be combined with other measures such as respiratory etiquette and hand hygiene. They can be worn by people suspected or confirmed of having COVID-19 when in close contact with other people in the home-setting or if they must leave the home-setting for medical attention.

The use of a mask by a healthy person who is providing direct care for a person with COVID-19 should always be combined with eye protection and gloves and other droplet/contact prevention measures including hand hygiene and environmental cleaning. Refer to the CDC's Case and Contact Management Guidance for additional advice.

There is no evidence on the usefulness of face masks worn by healthy/asymptomatic persons as a mitigation measure, therefore it is not recommended. Globally masks are in short supply and the current demand for masks cannot be met; therefore, appropriate use of face masks should be encouraged.

H. Community-based Measures

Community-based measures are actions taken by planners, administrators, and employers to protect groups, employees, and the population. The measures outlined below are relevant to all non-health care settings and aim to reduce transmission within the community settings such as workplaces, schools, public transportation, communal living settings, spiritual and cultural settings, community centers and other places where people gather such as shopping centers, camps and entertainment facilities. These measures will always be layered with personal protective measures described above.

Guidance developed for acute health settings is available and can be applied to any setting where healthcare is being provided.

Many of these community-based actions require extensive preparation and engagement across sectors, and secondary consequences (e.g. financial implications, interruptions in social supports, reduction in services, societal disruptions) may be anticipated and should be considered in planning. The implementation of some public health measures may be more disruptive (e.g., school closures) and their use should be based on a risk assessment [in] collaboration with local authorities, which may result in jurisdictional variations across the states. These measures are usually associated with pandemics of moderate to high impact given their societal and economic costs. As much as possible, a harmonized approach should be taken. It is recognized that some individuals, groups, or communities may adopt or decline to adopt measures that are inconsistent with public health advice or are based on cultural norms (e.g., healthy individuals wearing masks). PHAs should reinforce the rationale for the recommendations, avoid stigmatization of these groups or communities, and plan communications and stakeholder outreach accordingly.

I. Avoid Crowding

Measures taken to reduce the amount of time individuals spend in large crowds or in crowded spaces can be effective to reduce the transmission of COVID-19 in a community. It is recognized that while this intervention may reduce the viral transmission, some measures (e.g. closing public transit) could also have significant impact on societal function and compliance may be challenging. Restrictions on non-essential gatherings could pose a barrier to accessing group support and personal freedoms (e.g., cancelling church services, closing community centers). It may also have cultural or religious implications (e.g. funerals, religious services, weddings). The feasibility of avoiding crowds is uncertain as crowding occurs in large cities daily (e.g. public transportation, subways, airports, shopping centers, movie theatres). Discretionary gatherings, like churches and theatres, might be left to individual groups, rather than PHAs. Refer to mass gatherings, which provides advice related to mass gathering events in the context of COVID-19.

Factors to consider when making decisions:

- The likelihood that people will comply with crowd avoidance.
- People who are suspected or confirmed of having COVID-19 who are self-isolating, should isolate in the home setting and not go out in public.
- People who are self-monitoring for symptoms (see section above) should always avoid crowded settings (e.g. sporting events, concerts, airplanes, subway) and places where rapid self-isolation may not be feasible should symptoms develop.
- When in crowded settings, people should practice personal protective measures (e.g., frequent hand hygiene, avoid touching eyes/nose/mouth).
- Employers/businesses could consider implementing staggered work hours to reduce crowding on public transit during peak commuting hours and in large workplaces during normal workday hours.
- Voluntary quarantine of a community can be considered based on the local epidemiologic and social assessment of the situation.
- If public transportation is shut down, transportation alternatives may need to be considered for emergency medical services or medical treatments (dialysis, chemotherapy), as well as for critical infrastructure workers.

J. Workplaces

Public health measures implemented in workplaces can be taken to prevent the spread of the virus causing COVID-19 in workplaces and other similar community settings. Further information on preparing workplaces for COVID-19 is available from the CDC or WHO.

Strategies that workplaces can put into effect include:

- Increased awareness about and communication to staff about COVID-19.
- Encouraging the use of individual measures described above such as frequent hand hygiene, respiratory etiquette, and self-isolation when ill.
- Evaluate the workplace for areas where people have frequent contact with each other and share spaces and objects.
- Workplaces/community settings should identify possible COVID-19 exposure risks and mitigation approaches. Although not conclusive, there may be benefit to increasing the spatial separation between desks and workstations as well as individuals (e.g., employees, customers) from each other, ideally a 2 meter separation should be maintained, unless there is a physical barrier (e.g., cubicle, Plexiglas window).
- Workplaces and other similar community settings are encouraged to increase frequency of cleaning of frequently touched surfaces (e.g., phones, elevator buttons, computers, desks, lunch tables, kitchens, washrooms, cash registers, seating areas, surface counters, customer service counters, bars, restaurant tables/menus).
- Provide access to handwashing facilities and place hand sanitizing dispensers in prominent locations throughout the workplace, if possible.
- Consider providing additional tissues should someone develop respiratory symptoms. If symptoms develop the person should immediately be separated from others, instructed on respiratory etiquette, and sent home (not using public transit, if possible).
- Where feasible, adjustments to policies and procedures may be put in place to reduce social contact, such as teleworking arrangements, flexible hours, staggering start times, use of email and teleconferencing.

- For business travel, employers should be aware of the latest information on COVID-19 affected areas and any travel health advisories. The risks and benefits related to upcoming business travel should be assessed and consideration given to alternative approaches such as virtually attending meetings. Returning international business travelers returning from affected areas should self-monitor for symptoms and follow advice provide by PHAs regarding the recommended actions.
- Consider relaxing sick leave policies that support employees in self-isolating when ill. This includes suspending the need for medical notes to return to work (reduces the burden on an already stressed health care system).
- Employers should prepare for increases in absenteeism due to illness among employees and their families or possibly school closures. Employers should access their business continuity plans, which should include a plan for how to maintain key business functions if faced with high absenteeism. Consideration should also be given to the need for cross-training personnel to function in key positions. This is an important element of Business Continuity Planning.
- Workplace and community setting closures may be considered, based on local conditions and a risk assessment in an exceptional circumstance, such as if COVID-19 evolves into one with high severity and if many employees must be off to prevent transmission. The selection of measures will depend on the company and the type of work; some measures (e.g. cancellation or closures) may have significant economic consequences and decisions should be made based on a risk-benefit analysis.

K. Mass Gatherings

Mass gatherings are highly visible events with the potential for serious public health consequences if they are not planned and managed carefully. They can amplify the spread of infectious diseases and have the potential to cause additional strain on the health care system when held during outbreaks. The transmission of respiratory infections such as influenza has been frequently associated with mass gatherings. There have been examples of COVID-19 transmission during mass gatherings. Such infections can be transmitted during a mass gathering, during transit to and from the event, and in participants' home communities upon their return. Examples of mass gatherings include large meetings, conferences, sporting events, religious events, national and international events. It is recognized that while cancelling a mass gathering may reduce the viral transmission, it may also pose a barrier to personal freedoms. Mass gatherings may have cultural or religious implications (e.g. pilgrimages, large religious events) and cancelling such events may have significant cost considerations for jurisdictions, organizations, and individuals. Decisions about whether to proceed with, restrict, cancel, or postpone a mass-gathering event should be based on thorough risk assessment undertaken by event organizers in consultation with all relevant PHAs (e.g., local, state, federal).

Considerations used in the risk assessment generally include transmission dynamics, severity of illness, periods of communicability, incubation period, treatment options, potential for prevention (e.g., available vaccine, pharmaceuticals). Organizers should also consider the type of event (crowd density, nature of contact between participants, whether the event will be attended by registered on non-registered participants) and the host communities' capacity to respond to and mitigate the impacts of virus activity (e.g. health system capacity). A tool has been developed to assist planners with the risk assessment.

Measures to reduce the risks posed by mass gathering events include:

- Providing clear communication to participants before attending about the risks and advice on how to protect themselves and others to reduce virus transmission to allow for individual decision making about attending the event
- Encouraging personal protective, individual, and environmental measures by all attendees
- Increasing interpersonal distancing (ideally separation of at least 2 meters, not shaking hands, avoiding communal sleeping areas)
- Eliminating self-serve buffet style eating at social/religious gatherings
- Support frequent hand hygiene by providing hand sanitizers dispensers in prominent locations
- Discourage attendees from sharing food or drinks
- Requiring that ill or those with high-risk medical conditions be excluded from attending gatherings and ensuring event organizers have arrangements in place to safely isolate and transport people who become ill on-site.
- Implementing organizational measures for the event such as cancellation, postponement, or rearrangement of the event (e.g., offering virtual participation, live streaming to allow participation from a distance, moving venue from indoors to outdoors)

L. Considerations for a Communications Response

- Proactively communicate when information (or even limited information) is available that the public can use to protect themselves.
- Anticipate that higher transmissibility will heighten public concern and increase demand for information from the public and media.
- Anticipate that public risk perception plays an important role in taking public health advice. Early, pro-active communications by public health authorities is important to influence early decisions and establish public health authorities as a trusted source of expert guidance and advice.
- Engage community leaders and non-public health groups to transmit accurate messages where there is a trust-based relationship with the community (e.g. Elders, spiritual leaders, educators, and community leaders/organizations)
- Leverage opportunities to use stakeholder networks and information vehicles to share information (and obtain feedback on) the relevance and value of these materials. Consider using existing networks (e.g. those already in place for seasonal influenza messaging)
- Rumors and misinformation can circulate rapidly and widely via social media. Communicate with audiences early, with a commitment to provide additional information when it becomes available and as the situation evolves. Monitor social media and identify rumors, adapt messages and strategies as needed.
- Address stigma at every opportunity through general education about the disease, considering tailored messages to schools and workplaces. Stigma can undermine social cohesion and prompt possible social isolation of groups, which might contribute to a situation where the virus is more, not less, likely to spread. Guidance on how to address social stigma, including communication tips and messages, is available.
- Develop communications tools/products to empower people and reinforce public health measures (e.g. hand hygiene, social distancing measures) and caring for the ill. Tailor information products and tools to the specific needs and capacities of target audiences and ensure materials are culturally relevant.
- Anticipate that more disruptive social distancing measures (e.g. cancellation of large/popular public events) may be met with resistance.

APPENDIX D: GLOSSARY OF ACRONYMS

Acronym	Term
AAFP	American Academy of Family Physicians
AAP	American Academy of Pediatrics
ACP	American College of Physicians
AERS	Adverse Event Reporting System
AI	Avian Influenza
AIC	Antivirals Issues Coordinator
AI/NA	American Indian/Native American
ANA	American Nurses Association
AOA	Administration on Aging
APEC	Asia-Pacific Economic Cooperation
APHA	American Public Health Association
APIC	Association for Practitioners in Infection Control and Epidemiology
ARC	American Red Cross
ASPA	Assistant Secretary for Public Affairs
ASTHO	Association of State and Territorial Health Officers
BRFSS	Behavioral Risk Factor Surveillance System
BT	Bioterrorism
CAN	Cost Accounting Number
CBP	Customs and Border Patrol
CC	Coordinating Centers
CCID	Coordinating Center for Infectious Diseases
CDC	Centers for Disease Control and Prevention

Acronym	Term
CERT	Center for Education and Research in Therapeutics
CIO	Centers, Institutes and Offices
CMS	Centers for Medicare & Medicaid Services
cGMP	Common Good Manufacturing Practices
CISA	Clinical Immunization Safety
CMRS	Cities Mortality Reporting System
COCA	Communication Outreach Conference Calls
CoCHIS	Coordinating Center for Health Information and Service
COG	Continuity of Government
COOP	Continuity of Operations
COTPER	Coordinating Office of Terrorism Preparedness and Emergency Response
CoV	Coronavirus
COVID-19	“2019-nCoV” or 2019 Novel Coronavirus
CSTE	Council of State and Territorial Epidemiologists
DEO	Director of Emergency Operations
DEOC	Director’s Emergency Operations Center
DHQP	Division of Healthcare Quality Promotion
DGM	Division of Global
DGMQ	Division of Global Migration and Quarantine
DMR	Division Media Relations
DOD	Department of Defense
DOI	Department of the Interior
DOS	Department of State

Acronym	Term
DOT	Department of Transportation
DSNS	Division of the Strategic National Stockpile
DTAC	Disaster Technical Assistance Center
DTC	Direct to Consumer
EAG	Enterprise Architecture Group
EARS	Early Aberration Reporting System
ECS	Emergency Communications System
EDRP	Electronic Death Registration Project
EIP	Emerging Infections Program
EMAC	Emergency Management Assistance Compact
ESF	Emergency Support Function
EUA	Emergency Use Authorization
FDA	Food and Drug Administration
FETP	Field Epidemiology Training Programs
FIS	Federal Inspection Service
FMO	Financial Management Office
FQHC	Federally Qualified Health Centers
FTE	Full-time Employees
GISN	Global Influenza Surveillance Network
GOARN	Global Outbreak Alert and Response Network
HAN	Health Advisory Network
HHS	Health and Human Services
HPAI	Highly Pathogenic Avian Influenza

Acronym	Term
HRSA	Health Resources and Services Administration
HUD	Housing and Urban Development
ICLN	Integrated Consortium of Laboratory Networks
IEIP	International Emerging Infections Program
IIS	Immunization Information Systems
ILI	Influenza-like Illness
IND	Investigational New Drug
IPOE	International Point-of-Entry
ISO	Immunization Safety Office
KABP	Knowledge, Attitudes, Beliefs and Perceptions
LIS	Laboratory Information System
LRN	Laboratory Response Network
MCO	Managed Care Organizations
MERS-CoV	Middle Eastern Respiratory Syndrome-Coronavirus
MIDAS	Models of Infectious Disease Agent Study
MMSA	Metropolitan and Micropolitan Statistical Areas
MoH	Ministry of Health
NACCHO	National Association of County Health Officers
NAHDO	National Association of Health Data Organizations
NCCDPHP	National Center for Chronic Disease Prevention and Health Promotion
NCHM	National Center for Health Marketing
NCHS	National Center for Health Statistics
NCPHI	National Center for Public Health Informatics

Acronym	Term
NDMS	National Disaster Medical System
NEDSS	National Electronic Disease Surveillance System
NEISS-CADE	National Electronic Injury Surveillance System Cooperative Adverse
NIH	National Institutes of Health
NIMS	National Incident Management System
NIOSH	National Institute of Occupational Safety and Health
NIP	National Immunization Program
NIS	National Immunization Survey
NIVS	National Influenza Vaccine Summit
NRP	National Response Plan
NVPO	National Vaccine Policy Office
NVSN	New Vaccine Surveillance Network
OD	Office of the Director
OEC	Office of Enterprise Communication
OGC	Office of General Council
OPHEP	Office of Public Health Emergency Preparedness
OSG	Office of the Surgeon General
OSHA	Occupational Safety and Health Administration
OWCD	Office of Workforce and Career Development
PAM	Program Area Module
PCB	Process Coordination Branch
PCR	Polymerase Chain Reaction
PDD	Presidential Disaster Declaration

Acronym	Term
PHEP CA	Public Health Emergency Preparedness Cooperative Agreement
PHLIS	Public Health Laboratory Information Systems
PI	Pandemic Influenza
PICA	Pandemic Influenza Communications Activity
QA/QC	Quality Assurance/Quality Control
REDI	Regional Emerging Disease Intervention
RFI	Requests for Information
RT-PCR	Reverse Transcriptase Polymerase Chain Reaction
SAMHSA	Substance Abuse and Mental Health Services Administration
SARS	Sudden Acute Respirator Syndrome
SHEA	Society for Healthcare Epidemiology of America
SLC	Salt Lake County
SLCo EM	Salt Lake County Division of Emergency Management
SME	Subject Matter Experts
SNS	Strategic National Stockpile
SOC	Secretary's Operations Center
SPN	Sentinel Provider Network
THAN	Traveler's Health Advisory Notice
TSA	Transportation Safety Administration
USDA	U.S. Department of Agriculture
USG	U.S. Government
VAERS	Vaccine Adverse Event Reporting System
VODS	Vaccine Ordering and Distribution System

Acronym	Term
VIC	Vaccine Issues Coordinator
WHO	World Health Organization

APPENDIX E: REFERENCES

1. World Health Organization COVID-19 Pandemic Declaration, 11 March 2020

2. Global Influenza Preparedness Plan, World Health Organization, 2005

3. Federal Implementation Plan for the National Strategy for Pandemic Influenza, National Security Council, May 2009

4. The Department of Homeland Security National Response Framework, February 2020

5. Emergency Support Functions #8 (Public Health and Medical Support Annex) to the National Response Framework, February 2020

6. Pandemic Influenza Plan, Department of Health and Human Services
   Part 1 – Strategic Plan, April 2009

   Part 2 – Public Health Guidance for State and Local Partner, April 2009

   Part 3 – HHS Implementation Plan, April 2009

7. Pandemic Influenza Operational Plan, Department of Health and Human Services, April 2009

8. Ethical Guidelines in Pandemic Influenza, Center for Disease Control and Prevention, February 2007

9. State of Utah Pandemic Response Plan, XXXXX XX

10. Salt Lake County Division of Emergency Management Incident Action Plan, 10 March 2020

11. The Robert T. Stafford Disaster Relief and Emergency Assistance Act
    (Referred to herein as “The Stafford Act”), 42 USC § 5121-5206

    a. Public Health Service Act, 42 USC § 201

    b. Social Security Act, 42 USC § 301

    c. The Economy Act of 1932, 31 USC § 1535-1536

MILLCREEK, UTAH
RESOLUTION NO. 20-34

A RESOLUTION TO APPROVE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SALT LAKE COUNTY AND MILLCREEK REGARDING THE URBAN WILDLIFE ASSISTANCE PROGRAM

WHEREAS, the Millcreek Council ("Council") met in a regular session on July 27, 2020, to consider, among other things approving an Interlocal Cooperative Agreement between Salt Lake County and Millcreek regarding the Urban Wildlife Assistance Program; and

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

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

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into this Interlocal Cooperative Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Cooperative Agreement Regarding the Urban Wildlife Assistance Program is approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 20-34, shall take effect immediately on passage

PASSED AND APPROVED this 27th day of July, 2020.

MILLCREEK

_____

Jeff Silvestrini, Mayor

ATTEST:

_____

Elyse Sullivan, City Recorder

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

County Contract No. _____
DA Log No. 20-_____

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MILLCREEK

Urban Wildlife Assistance Program

THIS AGREEMENT is made and entered into this _____day of _____, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "COUNTY"); and MILLCREEK, a municipal corporation of the State of Utah (the "CITY"). COUNTY and CITY may collectively be referred to as the "parties".

R E C I T A L S:

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

WHEREAS, the COUNTY and the CITY are "public agencies" as contemplated in UTAH CODE ANN. § 11-13-101, et seq. - Interlocal Cooperation Act; and

WHEREAS, the COUNTY and the CITY are desirous to take part in a multi--jurisdictional effort originally proposed by the Salt Lake Council of Governments ("COG") to create and fund an ongoing, regional program for urban wildlife control in the greater Salt Lake County metropolitan area; and

WHEREAS, it is beneficial for the COUNTY, the CITY and their respective citizens that the parties cooperate in accomplishing the foregoing.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual promises contained within this Agreement, the parties hereby agree as follows:

I. Scope of Services

a. The COUNTY agrees to:
   i. Establish and administer a special revenue account for the “Urban Wildlife Assistance Program" (the "Fund").
   ii. Expend all monies received from the CITY under this Agreement as directed, and shall promptly reimburse the CITY for any such funds not so expended. The COUNTY shall provide the CITY a detailed accounting of all funds received from the CITY upon request of the CITY.
   iii. Consult with representatives of the CITY and other participating local jurisdictions in making decisions concerning administration of the Fund.

b. The CITY agrees to:

i. Participate in the Fund.
ii. Make an annual contribution in the amount of Fourteen Thousand Two Hundred Fifty Three Dollars ($14,253.00) to the COUNTY for deposit and use in the Fund. The amount shall be adjusted annually upon other cities' participation in the Fund and the city population.
iv. Consult with representatives of the COUNTY and other participating local jurisdictions in making decisions concerning the administration of the Fund.

c. The parties mutually agree:

i. The Fund will serve program goals as developed by the program participants. The program participants will make recommendations to the COUNTY for the expenditure of Fund monies.
ii. The Fund will not supplant any existing COUNTY programs or funding for wild animal control, nor shall monies contributed by the CITY to COUNTY hereunder be diverted or used for other COUNTY programs.
iii. The program participants shall make recommendations concerning how monies contributed to the Fund are spent.
iv. Funding will be allocated by the parties as part of their respective annual budgeting processes. The CITY's initial contribution shall be paid to the COUNTY by July 31,2020, for the term of service through June 30, 2021. The CITY shall allocate and pay each subsequent annual contribution to the COUNTY by July 1 of each succeeding year of this Agreement.
v. Pursuant to Section VI. of this Agreement, entitled "Non-funding," nothing in this Agreement shall be construed to bind the decision of the future legislative bodies of either party to continue funding or participation in the Fund.
vi. The COUNTY's role under this Agreement shall be limited to those services set forth in Section I.a. Except where agreed to otherwise in writing, the COUNTY shall not be required to provide any additional money or resources to fulfill the objectives of the Salt Lake County Urban Wildlife Assistance Program. Nothing in this Agreement shall be construed as to require the COUNTY to ensure the success of the program goals developed through the program participants.

II. Term and Termination

The term of this Agreement shall commence on July 1, 2020 and shall continue until June 30, 2025. This Agreement may be renewed for subsequent five (5)-year periods at the mutual option of the parties under the same terms and conditions unless modified by Amendment. Each party reserves the right to terminate this Agreement on any June 30th date during the term or any subsequent terms if it, in its sole discretion, determines it is in its interest to do so. The party electing to exercise this right shall provide written notice to the other party no later than the March 31st immediately preceding the date of termination. A notice of termination provided between April 1st and June 30th will not become effective until June 30th of the subsequent calendar year. Both parties agree that the terminating party's election to terminate this Agreement will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating party, or any other claim or cause of action.

III. No Agency

No agent, employee, or servant of the COUNTY or the CITY is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The COUNTY and the CITY shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.
Each Party shall be solely responsible for providing workers' compensation benefits for its own personnel who provide assistance under this agreement.

IV. Severability

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

V. Liability and Indemnification.

The CITY and the COUNTY are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-10I , et seq. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

VI. Non-Funding

The parties shall in good faith request the appropriation of funds to be paid for the services provided by this Agreement. If funds are not available beyond the last date of each entity's respective fiscal year of any effective fiscal year of this Agreement, either party's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY or CITY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by either party under this Agreement, that party shall promptly notify the other party of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

VII. Assignment and Delegation

Neither party shall assign any right nor delegate any duty under this Agreement without the express written and signed consent of the other party.

VIII. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

IX. Governing Law, No Third-Party Beneficiaries, Headings

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah, the Ordinances of Salt Lake County, and the Municipal Code of City of Millcreek, both as to interpretation and performance.

This Agreement is not intended to benefit any third party. The paragraph headings of this Agreement are inserted only for convenience, and in no way define, limit, augment or describe the scope or intent of this Agreement nor affect its terms and provisions.

X. Interlocal Cooperation Act Requirements

In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the parties agree as follows:

a. This Agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Interlocal Act;
b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;
c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act;
d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;
e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the CITY and the COUNTY. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. The COUNTY shall own all equipment, records and other things used to provide services under this Agreement. Upon termination, all such equipment, records, and other things shall remain the property of COUNTY.

XL. Counterparts

This Agreement may be executed in counterparts by COUNTY and CITY.

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

Approved as to Form and Legality: Salt Lake County District Attorney

By: _____
Deputy District Attorney
Date _____

By: Salt Lake County Mayor or Designee

Signed: _____

Date: _____

MILLCREEK MAYOR OR DESIGNEE

Approved as to Form and Legality: Millcreek Attorney

By: _____
Attorney
Date _____

By: Millcreek Mayor or Designee

Signed: _____

Date: _____

Millcreek Recorder

Signed: _____

Date: _____

MILLCREEK, UTAH
RESOLUTION NO. 20-35

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING A BILLING SERVICES AGREEMENT WITH PACIFICCORP TO BILL AND COLLECT THE MILLCREEK STORM WATER UTILITY FEE

WHEREAS, the Millcreek Council ("*Council*") met in regular session on July 27, 2020 to consider, among other things, approving a billing services agreement with PacifiCorp to bill and collect the Millcreek Storm Water Utility Fee; and

WHEREAS, on June 22, 2020, the Council enacting Title 17, Chapter 30, of the Millcreek Code of Ordinances that provided for the creation and operation of a storm sewer utility fee; and

WHEREAS, staff has recommended that the City enter into a billing services agreement ("Agreement") with PacifiCorp to bill and collect the Millcreek Storm Water Utility Fee. A copy of the Agreement is attached hereto, and is presented to the Council for review and approval; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to adopt a resolution approving the Agreement.

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

This Resolution assigned No. 20-35, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 27th day of July 2020.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

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

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT ("Agreement") is entered into by and between PACIFICORP, an Oregon corporation, ("Company") and MILLCREEK, UT ("Contractor"), each a "Party" and together the "Parties."

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power in Utah, and Contractor each provide services to certain customers that they have in common with each other, both natural persons and entities (each individually a "Customer" and collectively "Customers"); and

WHEREAS, Contractor desires PacifiCorp to bill the Parties' common customers for and to collect certain fees that are or will be owed to the Contractor, more specifically described as follows: Millcreek Storm Water Fees (collectively, the "Assigned Fees"); and

WHEREAS, PacifiCorp desires to provide such billing and collection services to Contractor.

NOW, THEREFORE, in mutual consideration of the promises contained herein, Company and Contractor agree as follows:

1. Assignment. Contractor hereby assigns to Company the right to bill and collect the Assigned Fees, subject to the provisions of this Agreement.

2. Information to Be Provided by Contractor. Contractor shall provide Company, in electronic format (acceptable to Contractor and Company), name, service address and billing address of each Customer, and the Assigned Fees for each Customer ("Customer Information"). As soon as possible, but no less than thirty (30) days prior to the date upon which Company's next regular billing statement will be sent to Customers, Contractor shall submit to Company written notice of any changes in the Customer Information. Contractor shall pay Company the fees as set forth in Section 4.b.

a. Contractor is responsible for communicating the adoption and collection of Assigned Fees by the Company to its residents. The Contractor shall provide customers contact information, including a toll-free telephone number, for inquiries related to Assigned Fees on their Rocky Mountain Power bill (see 3.e.)

3. Services. Company shall bill and collect from the Customers, on behalf of the Contractor, the Assigned Fees and to provide related services as follows:

a. Company shall include the Assigned Fees as a separate charge (line item) on its regular billing statements to Customers. Company shall only include Assigned Fees if Contractor supplies the Customer Information at least thirty (30) days prior to the date of the Customers' next regularly scheduled billing. Billing statements are typically sent to Company customers monthly, provided, however, that Company reserves the right to provide billing statements other than monthly. Company may prorate the Assigned Fees for the billing period in accordance with Company's regular billing practices.

b. Company shall establish service to Customers' accounts at existing points of service in conjunction with establishing new electric power Customer accounts. Where service other than electric is established at a new location, Contractor shall provide all information required by Company in order to establish the new service billing.

c. Company may provide separate billing statements for Assigned Fees to those Customers who use the services or goods giving rise to the Assigned Fees, or which are otherwise responsible for payment for the Assigned Fees but which are either not billed by Company for electric service or have elected not to allow third-party billing on their bills for electric service.

d. Company reserves the right to change its billing practices from time to time, without prior notice or consent from Contractor.

e. Company shall respond to the following types of general inquiries by Customers regarding the Assigned Fees: billing calculations, status of collections, and payments. However, it shall be the sole responsibility of Contractor to handle all inquiries and disputes concerning the amount of the Assigned Fees and any other inquiries concerning the Assigned Fees. Contractor is solely responsible for the accuracy of Assigned Fees billed by Company to Contractor's Customers to the extent that Company issues those bills in accordance with the Customer Information and Assigned Fees Contractor provides to Company. Contractor acknowledges that all billing and collection of the Assigned Fees by Company are strictly on a pass through basis. Company is not liable to Contractor or Contractor's Customers for refunds of Assigned Fees, disputed bill amounts, or any amounts collected incorrectly to the extent that such charges are billed in accordance with the information provided by Contractor. Company shall refer all inquiries concerning the Assigned Fees to the following representative of Contractor:

Name: Laurie Johnson, MPA_____
Title:_HR-Finance Director
Toll-Free Telephone: _____
Email: Laurie Johnson <ljohnson@millcreek.us>___
Fax: _____

f. Address: 3330 South 1300 East, Millcreek, UT 84106To the extent a Customer is both a Contractor and Company customer, unless otherwise specified by the Customer, Company shall first apply all payments received to Company's own tariffed services, and any remaining credit shall be allocated proportionally to other charges. Company shall notify Customers that become delinquent in the payment of the Assigned Fees of such delinquency and, subject to Company's standard internal procedures, shall make reasonable efforts to collect the Assigned Fees from such Customers. However, Company shall not issue electric service disconnect notices based solely upon past-due Assigned Fees. Company shall not issue notices of disconnection to Customers on behalf of Contractor for any reason. Company is not required to undertake collection efforts to collect the Assigned Fees other than those normally undertaken to collect on its own accounts. Company is not responsible for initiating legal proceedings to collect the Assigned Fees. Company reserves the right to credit a Customer's account for any disputed Assigned Fees and refer the matter back to Contractor for collection, or to suspend the

Customer's obligation of payment of disputed Assigned Fees until it is determined whether the charge was either knowingly used or authorized. If Contractor is unable to demonstrate that an Assigned Fee disputed by a Customer is authorized, then Company shall remove the charge from Customer bills within two billing cycles. If a disputed Assigned Fee is removed from a Customer bill pursuant to the prior sentence, then Contractor shall not attempt to collect that charge through bills issued by Company.

g. Company shall provide an annual report of Customers to the Contractor by a mutually-agreed to month, beginning April 2021 and will include billed and not collected Assigned Fees deemed "Delinquencies." Delinquencies are defined as Assigned Fees ninety (90) or more days past due as of the mutually-agreed to date of the annual report. Delinquencies on Customer accounts shall be set to a zero balance due, and the total amount of Delinquencies as of the annual report date will be deducted from the Contractor's next monthly remittance. The Contractor shall be responsible to collect all Delinquencies. Contractor acknowledges that none of the information in the annual report of Customers will include information derived from Company's provision of service to those Customers as an electric utility.

h. Within forty-five (45) days after the end of each calendar month, Company shall remit to Contractor the Assigned Fees billed by Company during the previous month.

4. Fees.

a) Contractor shall pay Company within fifteen (15) days of receipt of the invoice for monthly charges in the amount of:

i.	1 – 1,000	customer billings =	$ 500.00 per month
ii.	1,001 – 2,000	customer billings =	$1,000.00 per month
iii.	2,001 – 3,000	customer billings =	$1,500.00 per month
iv.	3,001 – 5,000	customer billings =	$2,500.00 per month
v.	5,001 – 10,000	customer billings =	$4,000.00 per month
vi.	10,001 – 15,000	customer billings =	$5,000.00 per month
vii.	15,001 – 20,000	customer billings =	$6,000.00 per month
viii.	20,001 – 25,000	customer billings =	$7,000.00 per month
ix.	25,001 – 30,000	customer billings =	$8,000.00 per month
x.	30,001 – 35,000	customer billings =	$9,000.00 per month

b) In addition to the fees payable pursuant to subparagraph (a), Contractor shall pay Company within fifteen (15) days of receipt of the invoice for monthly charges in the amount of seventy-seven dollars ($77.00) per hour or current billable rates for time spent in excess of one-half hour for administrative work performed by Company with regard to the Customers and/or the Assigned Fees, including a one-time initial set up charge to establish the third party billing, customer changes, customer or billing research requests, non-routine or one-time reports, and/or other types of program support requested by the Contractor.

c) The fees referred to in subparagraphs (a) and (b) above may be reviewed annually by Company and may be increased by providing no less than thirty (30) days' written notice to Contractor.

5. Monthly Reports. Company is not obligated to produce any of the reports listed in this Section 5, until the Utah Public Service Commission approves a tariff enabling the Company to provide information related to Customers that arise from their relationship with Company as a regulated utility, or otherwise permits Company to provide such information in the absence of a tariff. After the condition in the preceding sentence has been met, and at the time collected Assigned Fees are remitted to Contractor, Company shall submit the following monthly reports to Contractor by Secure File Transfer (SFTP), encryption and/or password protected process:

i. Monthly report setting forth the names and addresses of all Customers and the amount billed. Report may include arrears balance, write-offs, and recoveries.

ii. Monthly exception reports with additions, and deletions.

iii. Monthly report of electric services with no Contractor service; as applicable.

iv. Monthly report with Contractor service and no electric service.

Contractor shall notify Company within thirty (30) days of receipt of the Monthly Reports of any billing discrepancies. Company shall make the modifications requested by Contractor upon such notification in the next practicable billing cycle. Contractor is solely responsible for addressing any billing discrepancies it finds after thirty (30) days of receiving the Monthly Reports.

6. Term; Termination. The term of this Agreement is effective on the later date below and remains effective for a period of ten (10) years, unless sooner terminated as provided herein. Either Party may terminate this Agreement for its convenience by providing no less than ninety (90) days' advance written notice to the other Party. The Parties shall enter into a termination agreement at least 60 days prior to the termination date to address issues including, but not limited to, timing, uncollected fees, and post-termination collections.

7. Limitation on Liability. Contractor indemnifies, and will defend and hold harmless Company and its affiliates, directors, board members, officers, employees, agents and contractors ("Company Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages, including attorneys' fees and/or litigation expenses, brought or made against or incurred by Company Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault, negligence or willful misconduct related to the services under this Agreement. Notwithstanding the foregoing, in the event of any errors or omissions in the billing or collection of any Assigned Fees, Company's total liability and obligation to the Contractor is either; (a) the amount of unbilled Assigned Fees, or (b) Company's adjustment of incorrectly billed Assigned Fees on Company's next regular billing statement to the relevant Customer(s). Neither party is liable to the other party for special, punitive, indirect, exemplary or consequential damages, whether such damages are allowed or provided by contract, tort (including negligence), strict liability, statute or otherwise.

8. Notices. All required notices and communications, and all regular communications relating to the ongoing obligations under this Agreement (except as set forth in Section 3 above),

shall be provided to the below-named authorized representatives. Either Party may change its designated representative by providing written notice to the other Party. All required notices shall be provided by personal delivery, facsimile, email (with verification of receipt), certified mail with return receipt requested, or overnight courier, and sent as follows:

If to Company:

Name: Rocky Mountain Power
Title: Customer Service, Utah Fees
Telephone: 1-888-221-7070
Email: UtahFees@pacificorp.com
Fax: 888-800-2851 Attn: Utah Fees
Address: PO Box 400, Portland, OR 97207-9923

If to Contractor:

Name: Laurie Johnson, MPA
Title: HR-Finance Director
Toll-Free Telephone:
Email: Laurie Johnson <ljohnson@millcreek.us>
Fax:
Address: 3330 South 1300 East, Millcreek, UT 84106

9. Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior understandings and agreements, whether oral or written, between the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties hereto.

10. Assignment; Successors and Assigns. This Agreement may not be assigned by Contractor without the express prior written consent of Company. This Agreement is binding on and inures to the benefit of the Parties' respective successors and assigns.

11. No Partnership. Nothing in this Agreement is to be construed to create a partnership or joint venture between Company and Contractor.

12. Waiver. The waiver by either Party of any provision or requirement of this Agreement does not constitute a continuing or a future waiver of the same or any other provision hereof.

13. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Utah applicable to contracts made and to be performed wholly within the State of Utah.

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

15. Jury Trial Waiver. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth below.

PACIFICORP, an Oregon corporation.

By: 
Name: William Comeau
Title: VP, Customer Experience and Innovation
Date Signed: 07/22/2020

CONTRACTOR:

Millcreek City, Utah

By: Jeff Silvestrini, Mayor
Date Signed:

Attest:
Elyse Greiner Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 20-36

AN ORDINANCE AMENDING TITLE 2 OF THE MILLCREEK CODE OF ORDINANCES REGARDING SURPLUS OF PERSONAL PROPERTY

WHEREAS, the Millcreek Council ("Council") met in regular session on July 27, 2020, to consider among other things, amending Title 2 of the Millcreek Code of Ordinances regarding surplus of personal property; and

WHEREAS, staff has requested that the Council amend Title 2 of the Millcreek Code of Ordinances with respect to surplus of personal property for more efficient administration; and

WHEREAS, based on staff request and after careful consideration the Council has determined that it is in the best interest of the health, safety and welfare of the residents of the City to amend Title 2 of the Millcreek Code of Ordinances regarding surplus of personal property.

NOW THEREFORE, **BE IT ORDAINED** by the Council that Title 2 of the Millcreek Code of Ordinances be amended as follows (designated by interlineating the words to be deleted and underlining the words to be added).

2.22.170 Disposal Of Surplus Personal Property

No city owned property, except property that is consumed in normal operations, shall be disposed of or released to ownership by anyone other than the city, except as provided in this section.

A. The Mayor or Designee shall prepare and present a listing to the council of all city owned property that is not of nominal value together with a suggested minimum bid, which is no longer needed by the city and which can be declared surplus. The council may declare the property surplus and shall establish a minimum bid for the sale of such property or declare that the property is of nominal value. If the council has declared the items to be surplus and established a minimum bid, then the Mayor or designee shall proceed to sell such surplus property for an amount equal to or more than the minimum bid based on the highest and best economic return to the city.
B. If the Mayor or Designee ~~council~~ has declared property to be surplus and declared that the property is of nominal value, then such property may be disposed of as determined by the Mayor or designee.
C. For purposes of the section the highest and best economic return to the city, as referred to herein, shall be determined by one or more of the following methods: (1) competitive bid; (2) evaluation by a qualified and disinterested appraiser(s); (3) other professional publication and valuation service; or (4) an informal market survey by the designee in the case of items of personal property possessing readily discernible market value.
D. The method to determine the highest and best economic return to the city or if other public policies factors were considered shall be approved or identified by the council at the time the minimum bid is established.

This Ordinance assigned no. 20-36, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 27th day of July 2020.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, 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 20-36: AN ORDINANCE AMENDING TITLE 2 OF THE MILLCREEK CODE OF ORDINANCES REGARDING SURPLUS OF PERSONAL PROPERTY
was passed and adopted the 27th day of July, 2020 and certifies that a summary was published in the Deseret News and Salt Lake Tribune the day of , 2020.

_____
Elyse Sullivan, City Recorder

Minutes of the
Millcreek City Council
July 13, 2020
5:00 p.m.
Work Meeting
7:00 p.m.
Regular Meeting

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on July 13, 2020 at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106. The meeting was conducted electronically per Millcreek State of Local Emergency Directive No. 2 of 2020 and live streamed via the City's website with an option for online public comment.

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 Brems, City Attorney
Elyse Sullivan, City Recorder
Rita Lund, Communications Director
Laurie Johnson, HR-Finance Director
Francis Lilly, Planning and Zoning Director
Mike Winder, Economic Development Director
Kurt Hansen, Legislative Policy Director
Jim Hardy, Building Official (electronic)
Jared Bowling, IT & Facilities Manager
Andrew Clark, Emergency Manager
Robert May, Planner
Ashley Cleveland, Promise Program Manager

Attendees: Alex Daybel, Thom DeSirant, Adalyn Call, Amy Call, Samuel Watkins, Adam Von Maack, Jacob Brace, Dan Mack (electronic), Chief Steve DeBry, and Chief Duane Woolsey.

WORK MEETING – 5:00 p.m.
TIME COMMENCED: 5:03 p.m.

Mayor Silvestrini called the work meeting to order.

1. Discussion of CARES Act Grant; John Brems, City Attorney

Mayor Silvestrini said Salt Lake County was distributing money to its cities from the CARES Act from Congress and Millcreek qualified for $1.8 million. The purpose of the funding was to offset COVID-related expenses the City may incur, first responders may incur, and was eligible to stimulate the economy. John Brems said the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress with overwhelming, bipartisan support and signed into law by President Trump on March 27, 2020. The CARES Act created a $2 trillion economic relief package that was allocated into four buckets: assistance for

American workers and families, assistance for small businesses, preserving jobs for American industry, and assistance for state, local, and tribal governments. The CARES Act established the $150 billion Coronavirus Relief Fund for states and eligible units of local government, other governmental agencies, and tribal governments. The CARES Act required that the payments from the Coronavirus Relief Fund only be used to cover expenses that are necessary expenditures incurred due to the public health emergency with respect to COVID–19 (funds may not be used to fill shortfalls in government revenue); were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. A unit of local government eligible for receipt of direct payment includes a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level with a population that exceeds 500,000. Eligible local governments that certified in Utah were Salt Lake County, $203,603,981.20, Utah County, $111,630,341.90, and the State, $934,765,676.9.

Brems said there was a proposal that Salt Lake County would provide Millcreek with $1,810,016.83 as an indirect recipient of the Coronavirus Relief Fund received by the County pursuant to the terms and conditions of an agreement between the County and Millcreek. Brems then reviewed the agreement. He said paragraph 2 of the agreement provided that funds cover costs that are necessary expenditures incurred due to the public health emergency with respect to COVID-19 (funds cannot be used as a revenue replacement for lower than expected tax or other revenue collections); were not accounted for in the budget most recently approved as of March 27, 2020, for Millcreek; and were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Paragraph 3 of the agreement identifies prohibited uses as: cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for Millcreek, or a subgrantee's or subrecipient's, losses or expenses reimbursed under any other federal, state or private program. Millcreek would agree to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects and other federal laws to the extent they apply to the subject matter of this agreement. Funds must be expended on or before October 1, 2020, provided Millcreek may petition the County to retain allocated but unspent grant funds beyond October 1, 2020. Such petitions must be filed in writing with the County no later than September 15, 2020, and may be approved or denied by the County, in the County’s sole discretion. Millcreek shall retain documentation of all uses of the grant funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation.

Brems said Millcreek shall, each calendar month during the term of the agreement, submit to the County a detailed report and accounting for how the grant funds were spent in the previous calendar month. Millcreek shall, at least monthly, on its website, Facebook page, or other currently existing internet-accessible site used by Millcreek, post only the following information: the amount expended and the purpose. Millcreek shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing. Millcreek would agree that Millcreek’s disbursement was appropriate and waives any right in law or equity to challenge the amount of grant funds Millcreek receives under the agreement.

Mayor Silvestrini said there may be a subsequent distribution to local governments from the County. He said the disbursement formula was based on population. He said the City’s

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expenses related to technology, staff overtime, and law enforcement overtime. He said the City could spend some money on economy stimulus though staff would run any ideas through the County before engaging in any activity. Council Member Jackson asked about projecting expenses. Brems said the funds must be expended on or before October 1, 2020. Council Member Uipi asked about providing funding for daycare expenses. Brems said it could possibly be an economic reimbursement. Mayor Silvestrini said he was considering setting aside a fixed amount to businesses. Council Member Jackson asked if school districts were eligible for funding. Mike Winder said they were being funding through something other than CARES Act. Council Member Catten asked about funding preschools not funded by the school district. Brems said if they did not get other funding, the City could look into it.

2. **Discussion of Short-Term Rental Ordinance; Kurt Hansen, Legislative Policy Director**
Kurt Hansen said he was seeking Council direction. He said based on resident concerns expressed to code compliance inspectors, staff requested to amend Title 5 Chapter 19. The purpose of the code was to establish regulations and design standards for residential short-term rentals located in single-family and multi-family neighborhoods. Hansen then reviewed the proposed ordinance which included new definitions for "short-term rental" and "primary residence" that would include the use of an affidavit. He went through the required application contents and the maintenance requirements.

Council Member Jackson asked about the one day turn around for rentals because she said the usual turnover happened in the same day. Mayor Silvestrini raised concern about the 8 related adults and 4 unrelated adult count requirement. Council Member Uipi said there was no guarantee of car count based on relation for parking concerns. Mayor Silvestrini said the basis for the regulation was to mitigate a burden imposed on the neighborhood for noise and parking. Council Member Uipi said there could be noise regulations at certain times of the night with a rental. Mayor Silvestrini asked about a mechanism for transforming homes into a hotel or bed and breakfast because that was what he wanted to avoid. Francis Lilly said a bed and breakfast was defined differently in code. Mayor Silvestrini said he wanted the issue to be based on licensing, not zoning. Council Member Uipi asked about a renter renting for 29 days, taking a day off, then renting again. Mayor Silvestrini said that provision proposed in the code would be removed. Council Member Catten asked if a film crew was considered a commercial purpose, which would not be allowed. Hansen said no. Council Member Jackson asked about adding "or designee" to the requirement of the property owner being available within twenty minutes. Hansen said he would add it. Mayor Silvestrini asked about the use of "sales tax" terms. Brems said it would be fixed because it was a special tax. Council Member Jackson suggested limiting the number of licenses per district to 30 instead of the proposed 25.

Hansen asked about an implementation date. Council Member Uipi suggested September 1. Hansen asked about the adult occupant count and suggested no more than two adults per room. Mayor Silvestrini said he would rather limit the overall number of people. Council Member Jackson suggested no more than 10 people total or 2 adults per bedroom. Brems suggested a one- or two-year grace period for the primary occupancy requirement. Mayor Silvestrini brought up prior obligations and commitments being in place. Council Member Jackson brought up that because of the pandemic, people were not renting as much. Mayor Silvestrini suggested 1 year. Brems asked about a phased approach. The Council agreed to put some regulations in place immediately to address problems.

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3. Planning Matters First Reading:

a. ZM-20-003, Rezone from R-1-10 to R-1-5 at 4524 S. 785 E.; Robert May, Planner

Robert May said the property was located to the south of the not yet constructed Cyprus Credit Union. May said the applicant first applied for a R-1-3 zone that did not gain neighborhood support, so then he went with staff's recommendation of a R-1-5 zone. The applicant did not have a proposed concept plan for development. The neighborhood and community council did not want duplex style housing, but detached single-family dwellings, and low density so as to not create a traffic impact. He said the Council could impose a zone condition to limit the density and use or a development agreement to limit the construction materials and the things the neighborhood was concerned about. May said the community council and Planning Commission had made positive recommendations for approval of the rezone. The traffic study showed that there would not be any detrimental impacts from the development.

b. ZM-20-005, Rezone from R-1-6 to R-1-5 at 755 E. 2910 S.; Robert May, Planner

Robert May said the property had been on the market for a year and staff had received multiple rezone applications on it. The new zone would allow for smaller lot width requirements. Council Member Marchant pointed out that neighboring lots were small. May said the plan was compatible with the area and staff had received little opposition from the public. The Planning Commission had a few concerns about building materials and driveways that allowed for guest parking. Staff recommended approval of the rezone. He said it was the best proposal staff had seen for the property. Council Member Uipi asked if the 15 development agreement conditions were agreeable for the applicant. May confirmed.

Francis Lilly said both of the rezones were the result of multiple years of finessing and commended May for his work in balancing competing interests.

Adam Von Maack, attorney for Sancus Development, thanked the Council for considering the proposal. He felt the proposal was a good balance for the neighborhood and solved existing problems. He said the product would be individually owned single-family residences.

4. Staff Reports

a. Updated Revenue Report for FY 2019-20; Laurie Johnson, HR-Finance Director

Laurie Johnson said in budget amendment #4, staff raised the amount of property tax received but the City had since received an additional $135,000. She said the collection would be added to the Fiscal Year '20 budget. There would be an added $211,159 into the Unified Police Department (UPD) reserve giving a total balance of $1.8 million going into the next fiscal year. She said the truth in taxation hearing for the FY 2020-21 budget would be on August 10th. She felt that the current and next fiscal year property tax increases could be under 3%. Johnson said the City had not yet collected sales tax for May and June 2020. The City would need to collect at least $849,503.21. Mayor Silvestrini said comments he had received from the public were in support of the property tax increase. Council Member Jackson asked about Taylorsville pulling out of UPD. Mayor Silvestrini said there would be changes with regional services. He said UPD was looking for more school resource officer funding. Mayor Silvestrini said staff would form a new safety committee to address policing issues through the Promise Program. Council Member Marchant pointed out that Millcreek's percentage of the overall property tax increase was minimal.

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b. Promise Internet Essentials Program; Ashley Cleveland, Promise Program Manager
Ashley Cleveland said the Millcreek Promise subcommittees were still meeting through the pandemic. The Economic Wellbeing Subcommittee had reached out to the Granite School District about internet interventions. The District put together data and there were 800 households in Millcreek that needed internet and could qualify for some of the low-income programs. She said she was looking at barriers and collective impact. Some nonprofits in the area were working on digital inclusion but it was not enough. She teamed up with Comcast and other entities to put together a package that would subsidize internet service. She said Comcast already had a program that heavily subsidized internet service, but the City should not promote business services. Millcreek was hoping to model work of an existing nonprofit to take care of the cost of an internet essentials program, so the goal was to get internet to 200 households over the next six months. The project would cost the City $13,000 over that time period. Cleveland showed the Council a flier for the project. Council Member Jackson asked about continued internet service after November 30th. Cleveland said the subsidized internet service was already in effect, but Millcreek was offering free service for residents from sign up date to November 30. Council Member Jackson asked what the $13,000 paid for. Cleveland said free internet for 200 families in Millcreek. She said she had already received half of that amount in donations.

5. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items
There was none.

Council Member Uipi moved to adjourn the work meeting at 6:32 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.
TIME COMMENCED: 7:02 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance
Mayor Silvestrini called the meeting to order and led the pledge of allegiance. He thanked the Unified Fire Authority (UFA) for assistance with the recent fires. He expressed appreciation for the other city agencies and entities that assisted too.

1.2 Public Comment
There were no comments.

2. Financial Matters

2.1 Public Hearing on Monetary Contributions to the Community Councils, Events, Rain Barrel Program, Millcreek Promise Program, and Federal Land Access Program
Mayor Silvestrini said every year the City provided funds to other agencies or entities that the Council determined promoted the general health and welfare of the community. There are four community councils and funding amounts were based on population. He

said the City usually appropriated about $100,000 to Venture Out programs like the movies on summer Friday nights, MillFreaks, and other events throughout the year. The events enabled the Council and staff to interact with the community. The City partners with the Utah Rivers Council on the rain barrel program. The program helps with storm water management with the EPA. Another appropriation was $2,000 to the Federal Land Access Program. Millcreek was applying, in partnership with Salt Lake County, for a federal grant to raise $5 million for improvements in Millcreek Canyon. The Canyon is not in the City, but people could not get to it without going through Millcreek. The funding would help to improve the road and bike lanes. He said all distributions were studied by an outside consultant to ensure that they were in the best interest of the City.

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

Elyse Sullivan read a public comment submitted online into the record from Hilary Lambert, 3796 S. Alta Loma Drive, *"The Millcreek Community Council approved $3,000 from our budget to be used to fund the internet essentials project. We know many of the impacted households live within our community council boundary. Internet access is an invaluable tool for students, for adults seeking employment, and for everyone staying safe and at home during this time, and our council was happy to support the initiative. I just wish we could raise or fund all 800 households, as digital inclusion in so important in this time."*

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

Mayor Silvestrini thanked Hilary Lambert for her comment as member of the Millcreek Community Council. He said the City did recognize the importance of digital inclusion, hence the appropriation to the Promise Program.

2.2 Discussion and Consideration of Ordinance 20-31, Approving a Monetary Contribution that shall not exceed $6,000 to the Canyon Rim Citizens Association, that Shall Not Exceed $5,000 to the East Mill Creek Community Council, that Shall Not Exceed $3,000 to the Mt Olympus Community Council, that Shall Not Exceed $15,000 to the Millcreek Community Council, that Shall Not Exceed $100,000 to Events, that Shall Not Exceed $5,000 to the Rain Barrel Program, that Shall Not Exceed $11,000 to the Millcreek Promise Program, and that Shall Not Exceed $2,000 to the Federal Land Access Program

Council Member Uipi moved to approve item 2.2, Ordinance 20-31. Council Member Catten seconded. Council Member Uipi thanked staff for having a third party conduct the study. Rita Lund said the rain barrel program was delayed until August 1st and some barrels were still available. **The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.**

3. Business Matters

3.1 Discussion and Consideration of Ordinance 20-32, Approving a Non-Exclusive License Agreement Between Millcreek and Google Fiber Utah LLC for the Installation of Network Facilities in the City Public Right-Of-Way

Mayor Silvestrini said he was pleased that Google Fiber chose Millcreek as the third city in Utah to work with. The agreement would provide Google with access to the City's right-of-way and the right to trench in its streets. Google would be designing a plan about where the fiber would go first. The agreement contains a clause that Google must exercise good faith and be inclusive of the whole city. Google preferred to put fiber into higher density on the west side as a for-profit business.

Jacob Brace, Government Community Affairs Manager for Google Fiber in Utah, said he appreciated Ashley Cleveland's presentation on digital inclusion. He said he lived in Millcreek. Google Fiber's mission was for all communities to have access to fast and reliable internet. Mayor Silvestrini asked about a construction and service timeline. Brace said Google would immediately work on the permitting process with the City. He was anticipating connecting people to service in Quarter I or II of next year. Mayor Silvestrini asked about the potential monthly cost for a residential customer. Brace said it would be $70 for a gigabit of service. Council Member Marchant asked when Provo and Salt Lake City started service and for their build out status. Brace said Provo started in 2011-2012 but it was a buy out for existing infrastructure. Salt Lake City was selected in 2015, construction started in 2016, and they were three-quarters built out. Council Member Uipi asked about public engagement. Brace said he would seek help with the community councils, the Millcreek Promise Program, social media, the City's printed newsletter, and door-to-door mailers and hangers. Council Member Uipi asked about Millcreek's projected build out. Brace said he did not know, but the Google Fiber engineers would work on it. Mayor Silvestrini mentioned that 2% of gross revenues would be paid to Millcreek from Google.

Mayor Silvestrini asked for public comment. There was none.

Council Member Jackson moved to adopt Ordinance 20-32, Approving a Non-Exclusive License Agreement Between Millcreek and Google Fiber Utah LLC for the Installation of Network Facilities in the City Public Right-Of-Way. Council Member Marchant seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.2 Discussion and Consideration of Ordinance 20-33, Amending Title 2 of the Millcreek Code Regarding Surplus of Personal Property

Mayor Silvestrini said the Council had a previous first read of the matter. The ordinance would streamline the process for staff to be able to sell or dispose of items with small value. Millcreek received furniture from Cottonwood Heights when the City first started up but some of it did not serve a utility anymore. Elyse Sullivan brought up that she made an amendment to the ordinance that was in the meeting packet. She requested the Council adopt the recent version which struck out the word "his" in reference to the Mayor or designee to keep the code gender neutral.

Council Member Uipi moved to approve item 3.2, Ordinance 20-33 with the amended verbiage removing "he feels" in item 2.22.170(A) as well as the term "his" in order to make

it gender neutral. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.3 Discussion and Consideration of Resolution 20-27, Approving Amendment No. 1 of the Interlocal Cooperative Agreement Between Salt Lake County and Millcreek Regarding Transfer of Regional Transportation Funds

Mayor Silvestrini said the agreement would allow Salt Lake County to give Millcreek more funds for projects that were partially funded and needed a boost to finish them.

Council Member Jackson moved to adopt Resolution 20-27, Approving Amendment No. 1 of the Interlocal Cooperative Agreement Between Salt Lake County and Millcreek Regarding Transfer of Regional Transportation Funds. Council Member Catten seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.4 Discussion and Consideration of Resolution 20-28, Approving the Renewal of an Agreement for Informational Technology Services and Equipment Purchasing and Maintenance Services Between Millcreek and Network Providers, Incorporated

Mayor Silvestrini said the resolution was for a renewal of the agreement with Network Providers who provides IT services to the City on a contracted hourly basis. He thanked Jared Bowling, Millcreek IT, for his work and said that Network Providers was back-up for IT services.

Council Member Uipi moved to approve item 3.4, Resolution 20-28. Council Member Catten seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.5 Discussion and Consideration of Ordinance 20-34, Amending Section 2.24.060 of the Millcreek Code of Ordinances to Add Reimbursements to the Consolidated Fee Schedule

John Brems said there was not a concept for reimbursement in the consolidated fee schedule, so staff added it in the ordinance.

Council Member Jackson moved to adopt Ordinance 20-34, Amending Section 2.24.060 of the Millcreek Code of Ordinances to Add Reimbursements to the Consolidated Fee Schedule. Council Member Uipi seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Silvestrini thanked UPD for their service. He said Taylorsville gave notice of departure from UPD at the end of June 2021. The Midvale City Council was considering it but deferred to see how UPD reacted to Taylorsville leaving. UPD would still serve about 170,000 residents in Salt Lake County. There were still economies of scale to be achieved on shared services. He said his view was to be committed to UPD and making it better. He said other municipalities departed before the needed budget reformation took place. Millcreek and other jurisdictions benefitted from pooled services. He felt encouraged that UPD was ahead of the curve on training. Council Member Uipi said

pooled services were important and utilized by all cities. She suggested that UPD track pooled services used in other jurisdictions so that they could contribute for them. Mayor Silvestrini said UPD would not provide services on a regular basis to jurisdictions not in UPD but would provide mutual aid to those in need during times of disaster. He said Taylorsville was a high user of shared services.

Mayor Silvestrini thanked Venture Out and staff for the 4th of July car show, and Rita Lund and Andrew Clark for communications during the recent fire in the canyon.

Mayor Silvestrini said the City Manager would have to tender his resignation due to health reasons, so the Council would go into a closed session to discuss it. The City would be advertising for that position and the Mayor would fill the role during the interim.

4.2 City Council Member Reports

Council Member Jackson brought up the Canyon Rim Cares event the coming weekend. There would be four service projects to assist with: a food drive, contributing to the internet essentials program, putting together cleaning kits for refugees, and a clothing drive.

Council Member Marchant mentioned the food truck rally on Thursday nights at City Hall. He said there was a representative who attended that rallied people to do the US Census.

4.3 Staff Reports

Chief Duane Woolsey said there were four separate fires recently. He said the investigations bureau said two were not suspicious due to faulty electrical connections. One home rekindled was under investigation. He said the wildland fire crew had great relationships with other organizations. Mayor Silvestrini said he was impressed with the coordination of agencies. Council Member Jackson asked about 4th of July fireworks fires. Chief Woolsey said nothing too big had occurred, but call volume was up about 70%.

5. Consent Agenda

5.1 Approval of June 22, 2020 Work Meeting and Regular Meeting Minutes

Council Member Uipi moved to approve the minutes from June 22nd. Council Member Catten seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

6. New Items for Subsequent Consideration

There were none.

7. Calendar of Upcoming Events

- Planning Commission Mtg. 7/15/20 at 5:00 p.m., City Hall
- City Council Mtg. 7/27/20 at 5:00 p.m., City Hall

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Mayor Silvestrini said the Utah Food Bank food distribution would take place the following Saturday but there would not be one on July 25th.

8. Closed Session (If Needed)

Council Member Jackson moved to go into closed session as provided by Utah Code Ann. §52-4-205 (a) discussion of the character, professional competence, or physical or mental health of an individual at 8:06 p.m. Council Member Marchant seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

Council Member Jackson moved to go back into the open meeting at 8:47 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 8:48 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 Sullivan, City Recorder

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