Proposed Millcreek Property Maintenance Code

CHAPTER 15.44 PROPERTY MAINTENANCE CODE

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15.44.010 General

A. **Title**. These regulations shall be known as the *Property Maintenance Code of Millcreek*, hereinafter referred to as "this code."

B. **Purpose**. MKC 1.18.010.

C. **Scope**. MKC 1.18.015.

D. **Existing Law Continued** (in conjunction with current ordinances, an additional remedy available for enforcement). MKC 1.18.020

E. **Nonexclusive Remedies** (take any or all remedies to abate or punish). MKC 1.18.025

F. **Severability.** MKC 1.18.030

G. **General Rules of Interpretation of Ordinances**. MKC 1.18.040

H. **Responsibility for Nuisances**. MKC 1.18.045

15.44.020 Administration

A. **Service of Process**. Shall comply with the requirements of MKC 1.18.050

B. **General Enforcement Authority**. Shall comply with the requirements of MKC 1.18.060

C. **Authority to Inspect**. Shall comply with the requirements of MKC 1.18.070

D. **Director**. Shall comply with the requirements of MKC 1.18.105

E. **Right of Entry**. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a

structure or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, owner's authorized agent or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

F. **Identification**. The *code official* shall carry proper identification when inspecting *structure*s or *premises* in the performance of duties under this code.

G. **Notice and Orders**. Shall comply with the requirements of MKC 1.18.170

H. **Unsafe Structures and Equipment**. Shall comply with the requirements of MKC 15.16.010

I. **Emergency Measures**. Shall comply with the requirements of MKC 15.16.010

J. **Demolition**. Shall comply with the requirements of MKC 15.16.010

K. **Stop Work Order**. Shall comply with the requirements of MKC 1.16.050

L. **Means of Appeal**. Shall comply with the requirements of MKC 1.16.090

15.44.030 Definitions

Whenever used in this title:

"Abatement" means to repair, replace, remove, destroy, correct or otherwise remedy a condition which constitutes a violation of this code by such means, in such a manner and to such an extent as the city designated representative determines is necessary in the interest of the general health, safety, and welfare of the community. MKC 1.18.090

"Anchored" means secured in a manner that provides positive connection.

"Approved" means acceptable to the *code official*.

"Basement" means that portion of a building that is partly or completely below grade.

"Bathroom" means a room containing plumbing fixtures including a bathtub or shower.

"Bedroom" means any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

"Code official" means the official who is charged with the administration and enforcement of this code, or any duly authorized representative.

"Condemn" means to adjudge unfit for *occupancy*.

"Cost of such demolition or emergency repairs" means the costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of

emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

"Detached" means when a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

"Deterioration" means to weaken, disintegrate, corrode, rust or decay and lose effectiveness.

"Dwelling unit" means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

"Easement" means that portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner*(s) of the property. The *easement* shall be permitted to be for use under, on or above said lot or lots.

"Equipment support" means those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

"Exterior property" means the open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

"Furniture, interior" means upholstered furniture (couch, chair, etc.) fabricated for interior use. Furniture that may absorb water, attract rodents and insects, or be damaged by Ultra-violet rays.

"Guard" means a building component, or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

"Habitable space" means space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

"Historic building" means any building or structure that is listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places; designated as historic under an applicable state or local law; or certified as a contributing resource within a National Register or state or locally designated historic district.

"Housekeeping unit" means a room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

"Imminent danger" means a condition that could cause serious or life-threatening injury or death at any time.

"Infestation" means the presence, within or contiguous to, a structure or *premises* of insects, rodents, vermin or other pests.

"Inoperable motor vehicle" means a vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

"Labeled" means equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved* agency or other organization concerned with product evaluation that maintains periodic inspection of the production of

the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

“Let for occupancy” or “Let” means to permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

"Litter" means any quantity of uncontainerized paper, metal, plastic, glass or miscellaneous solid waste which may be classed as trash, debris, rubbish, refuse, garbage or junk. MKC 9.56.010

“Neglect” means the lack of proper maintenance for a building or *structure*.

“Occupancy” means the purpose for which a building or portion thereof is utilized or occupied.

“Occupant” means any individual living or sleeping in a building or having possession of a space within a building.

“Open storage” or “Outdoor storage” means storage of materials, debris, litter, salvage, equipment, or vehicles in a space open to the sky and not protected by roof, walls, and a floor with an impervious surface.

“Openable area” means that part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

“Operator” means any person who has charge, care or control of a structure or *premises* that is let or offered for *occupancy*.

“Owner” means any person, agent, *operator*, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

“Person” means an individual, corporation, partnership or any other group acting as a unit.

“Pest elimination” means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

“Premises” means a lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

“Public way” means any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

“Recreational vehicle” means a vehicle which is built on a single chassis, four hundred (400) square feet or less when measured at the largest horizontal projections, designed to be self-propelled or permanently towable by a light duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use for no longer than fourteen (14) consecutive days. MKC 17.24.020

“Rooming house” means a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

"Rooming unit" means any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

"Sleeping unit" means a room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

"Strict liability offense" means an offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

"Structure" means that which is built or constructed.

"Tenant" means a person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

"Toilet room" means a room containing a water closet or urinal but not a bathtub or shower.

"Ultimate deformation" means the deformation at which failure occurs and that shall be deemed to occur if the sustainable load reduces to eighty (80) percent or less of the maximum strength.

"Ventilation" means the natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

"Workmanlike" means executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

"Yard" means an open space on the same lot with a structure.

15.44.040 Exterior Property Areas

The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

A. **Responsibility.** The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* they occupy and control.

B. **Vacant structures and land.** Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

C. **Sanitation.** *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* that such *occupant* occupies or controls in a clean and sanitary condition.

D. **Open storage or Outdoor storage.** Storage of materials, debris, litter, salvage, interior furniture, or equipment in a space open to the sky and not protected by roof, walls, and a floor with an impervious surface for more than seventy-two (72) hours is prohibited, unless screened from public right of way.

E. **Grading and drainage.** *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located

thereon.

Exception: *Approved* retention areas and reservoirs.

F. **Sidewalks and driveways.** Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.

G. **Weeds.** Shall comply with the requirements of MKC 9.60.020.

H. **Dead or damaged tree.** Code enforcement shall have the authority to order the removal of any dead or damaged tree(s), as determined by a certified arborist, on private property within the city, upon receiving a complaint, when such tree(s) constitute a public nuisance to the owner's expense pursuant to the order to abate. In the event the owner fails to comply with the notice, Code enforcement shall have the authority to remove such tree(s) and charge the cost of removal to the owner.

I. **Accessory structures.** Accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

J. **Motor vehicles.** Shall comply with the requirements of MKC 19.80.035.

K. **Defacement of property**. A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

15.44.050 Swimming Pools, Spas And Hot Tubs

A. **Swimming pools.** Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

B. **Enclosures.** Private swimming pools, hot tubs and spas, containing water more than twenty-four (24) inches in depth shall be completely surrounded by a fence or barrier not less than forty eight (48) inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than fifty-four (54) inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six (6) inches from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

15.44.060 Exterior Structure

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

A. **Protective treatment.** Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking

and chipped paint shall be eliminated, and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and watertight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

B. **Premises identification.** Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than four (4) inches in height with a minimum stroke width of one-half (0.5) inch.

C. **Foundation walls.** Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

D. **Exterior walls.** Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

E. **Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

F. **Decorative features.** Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

G. **Overhang extensions.** Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

H. **Stairways, decks, porches and balconies.** Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

I. **Chimneys and towers.** Chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

J. **Handrails and guards.** Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

K. **Window, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

L. **Glazing.** Glazing materials shall be maintained free from cracks and holes.

M. **Openable windows.** Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

N. **Doors.** Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units shall tightly secure the door.

O. **Building security**. Doors, windows shall be provided with devices designed to provide security for the *occupant*s and property within.

P. **Gates.** Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

15.44.070 Litter And Rubbish

A. **Refrigerators.** Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

B. **Disposal of litter or rubbish.** Every *occupant* of a structure shall dispose of litter in a clean and sanitary manner by placing such litter in an *approved* garbage disposal facility or *approved* garbage containers.

C. **Keeping Property Clean.** Shall comply with the requirements of MKC 9.56.020 and M14.20.040(3).

15.44.080 Plumbing Systems And Fixtures

Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

A. **Supply.** The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

15.44.090 Sanitary Drainage System

Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

A. **Maintenance.** Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

15.44.100 Storm Drainage

Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

15.44.110 Mechanical And Electrical Requirements

The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

A. **Facilities required**. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section.

B. **Electrical system hazards**. Where it is found that the electrical system at a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

C. **Abatement of electrical hazards associated with water exposure**. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

D. **Installation.** Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

15.44.120 Fire Safety Requirements

A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code.*

MILLCREEK, UTAH
ORDINANCE NO. 20-47

AN ORDINANCE AMENDING TITLE 14 AND TITLE 19 OF THE MILLCREEK CODE OF ORDINANCES WITH RESPECT TO FENCING, WALLS, AND CLEARVIEW REQUIREMENTS

WHEREAS, the Millcreek Council ("Council") met in regular session on September 14, 2020 to consider among other things, approving an ordinance amending Title 14 and Title 19 of the Millcreek Code of Ordinances with respect to fencing, walls, and clearview requirements; and

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

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

WHEREAS, City staff, City consultants, and other persons have recommended that the Council revise the Zoning Ordinance with respect to fencing, walls, and clearview requirements; 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 5, 2020, the required notice was published; and

WHEREAS, on May 20, 2020, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on May 20, 2020, the planning commission held the required public hearing with respect to amending various sections of Title 19 of the Millcreek Code of Ordinances; and

WHEREAS, at the May 20, 2020 planning commission meeting the Millcreek Planning Commission voted to continue this matter to a subsequent meeting for further consideration; and

WHEREAS, at the June 17, 2020, planning commission meeting the Millcreek Planning Commission reconsidered the proposed revision with respect to fencing, walls, and clearview requirements; 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 September 9, 2020 the Council caused the required notice to be given; and

WHEREAS, on August 24, 2020 and on September 14, 2020, the Council considered amending various sections of Title 14 and Title 19 of the Millcreek Code of Ordinances.

NOW THEREFORE, **BE IT ORDAINED** by the Council that Title 14 and Title 19 be amended as attached (designated by interlineating the words to be deleted and underlining the words to be added).

14.12.040 - Clearview of intersecting streets.

A. Corner sight distance for local roads shall be a minimum of thirty (30) feet when measured from the point of intersection along the property lines. In instances where property lines are not readily visible or established, corner sight distances shall be a minimum of fifty (50) feet measured from the point of intersection along the edge of pavement. All other roads, collectors and larger shall be provided with sight distance in accordance with AASHTO guidelines.

B. No constructed or planted obstruction to view, in excess of three feet in height above the level of the adjacent street pavement (measured at the edge of the pavement), shall be allowed within the clearview of intersecting streets. Exception to this are signs that conform to Section 19.82.110; a reasonable number of trees pruned to eight (8) feet above a sidewalk and fourteen and one half (14.5) feet above the street surface; and pumps at gasoline service stations. In the event the provisions of this subsection conflict with Section 19.76.160, the most restrictive shall apply.

C. Landscaping material which infringes the clearview of intersecting streets and creates a safety hazard, after due notice to property owner has been given, may be trimmed by the operation division.

D. ~~An open-style fence shall be a maximum of four (4) feet in height, the bottom three (3) feet may be solid fencing, constructed with horizonal rails at least four (4) inches apart supported by vertical posts at least six (6) feet apart. At least fifty (50) percent of the fence, or at least the upper twelve (12) inches, shall be open.~~

D. Fences shall comply with the clearview requirements set forth in MKC 19.95.030.

19.04 Definitions

19.04.237 Fence

"Fence" means a structure erected to provide privacy or security that partially or completely encloses or screens an area, typically outdoors, and is usually constructed from posts that are connected by boards, wire, rails, or netting. A fence differs from a wall in not having a continuous foundation along its entire length. A fence shall not retain or provide lateral support for more than six (6) inches of soil on either side of the fence.A fence does not mean a hedge or a vine.

19.04.238 Fence, Open-Style

"Open-style fence" or "Open-style fencing" means a fence constructed with an aggregate of fifty (50) percent or more openings that provide light and visibility through the fence. A fence shall be considered

“open style” if every section of the fence between posts is composed of at least fifty (50) percent open spaces and no more than fifty percent (50) solid materials.

19.04.276 Grade, Finished

“Finished Grade” means the average finished grade nearest the fence (ground level) of the property after reconfiguring the grade.

19.04.412 Parkstrip

“Parkstrip” means a narrow strip of land between the sidewalk and the street often used as a right of way for public utilities and traditionally planted with street trees and turf.

19.04.463 Uses, Recreational

“Recreational uses” means tennis, sports, basketball, or volleyball courts, and other similar private outdoor recreation uses enclosed with fencing.

19.04.467 Scrap Material

“Scrap material” means recyclable materials left over from product manufacturing and consumption, such as parts of vehicles, building supplies, and surplus materials.

19.04.554.5 Wall, Decorative

“Decorative Wall” means architecturally designed wall that may be precast, integrally colored, or textured. A decorative wall shall not retain or provide lateral support for more than six (6) inches of soil on either side of the fence.

19.04.554.6 Wall, Retaining

“Retaining wall” means a relatively rigid wall used for laterally supporting the soil mass so that the soil can be retained at different levels on each of the two sides. A retaining wall is a structure designed to restrain soil to a slope that would not naturally be sustained (typically a steep, near vertical, or vertical slope). Retaining walls include any wall or other similar system, including stacked blocks/rocks/boulders, intended to resist the lateral displacement of earth or other materials.

19.04.554.7 Wall, Sound

“Sound wall” means a wall installed parallel to a state highway with the intent of minimizing the traffic noise for nearby residential dwelling units.

19.04.565 Yard, Front

~~"Front yard" means a space on the same lot with a building, between the front line of the building and the front lot line, and extending across the full width of the lot. The "depth" of the front yard is the minimum distance between the front lot line and the front line of the building.~~

“Front yard” means a space on the same lot with a building, between the front line of the building and the front lot line, and extending across the full width of the lot. The “depth” of the front yard is the minimum distance between the front lot line and the front line of the building.

Front yards serving single-family dwellings, duplexes, triplexes and four-plexes shall be defined as the space on the same lot with a building, between the designated front of the residence and any lot line abutting a street or private right-of-way.

19.44.050 DEVELOPMENT REQUIREMENTS

E. Traffic Generation and Parking. All parking standards detailed below are considered minimums. See MKC 19.80 Off-Street Parking for general requirements, subject to the additional considerations below:

7. Front, Side Yard and Rear Yard Fencing. Fencing of a residential development shall be provided except in the case of compatible adjacent uses and in front yards and to achieve ~~clear view~~ clearview standards on side lot lines. Acceptable fencing materials include architecturally designed brick, stone, or block, or pre-cast concrete. Fencing with materials using composite products, wrought iron, metal intended to look like wrought iron, wood, or vinyl may be allowed with a minimum two-feet wide, six- feet tall brick or stone pillars spaced every ten feet on center. Access between adjacent compatible uses may be required and may eliminate the need for the required fence in that location.

9. Signage. Only monument signs with a maximum size of 50 square feet, and 5 feet in height are allowed. Signs shall be set back a minimum or 5' from the public ROW and not restrict the ~~clear view~~ clearview of an intersection or from a driveway. No temporary signs are allowed other than for sale or rent signs with a maximum of 6 square feet in area per side. Only two permanent signs are allowed per 300 feet of frontage. Sign lighting shall be external with the lighting oriented downward only. The size, location, design and nature of signs, shall be consistent with the characteristics of the building to which it is oriented. The requirements for signs found in MKC 19.82 for the RM zone are superseded by the above provisions. Notwithstanding the foregoing, clear, easily read from the street, address signs, for the project are required and may be mounted on buildings.

19.76.160 Intersecting Streets And Clear Visibility

~~In all zones which require a front yard, no obstruction to view in excess of two feet in height shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points forty feet from the intersection of the street lines, except a reasonable number of trees pruned high enough to permit unobstructed vision to automobile drivers, and pumps at gasoline service stations.~~

In all zones which require a front yard, no obstruction to view in excess of three (3) feet in height shall be placed on any corner lot within a triangular area formed by following the property lines and a line connecting them at points thirty (30) feet from the point of intersection. In instances where property lines are not readily visible or established, the triangular area shall be formed by following the edge of pavement and a line connecting them at points fifty (50) feet from the point of intersection. An exception shall be made for a reasonable number of trees that do not obstruct vision to automobile drivers and pumps at gasoline service stations. These trees must be pruned to a height of eight (8) feet where canopies directly overhang a sidewalk and fourteen and one-half (14.5) feet where canopies directly overhang the street pavement.

19.76.165 Clear Visibility at Residential Driveways

The clearview area for the intersection of the center line of the ~~a~~ driveway and a street shall be determined by first establishing the point of intersection of the driveway center line and the street edge of pavement or, if there is an existing curb, back of curb, then measuring twenty (20) feet along the edge of pavement or curb away from the driveway, and ten (10) feet from the center line of the driveway in toward the property. A line is then drawn from the termini of the two lines, forming a triangle. This is accomplished on both sides of the driveway. Within the triangles and the area between them, the following shall apply:

A. Fences shall comply with the clearview requirements set forth in MKC 19.95.030.

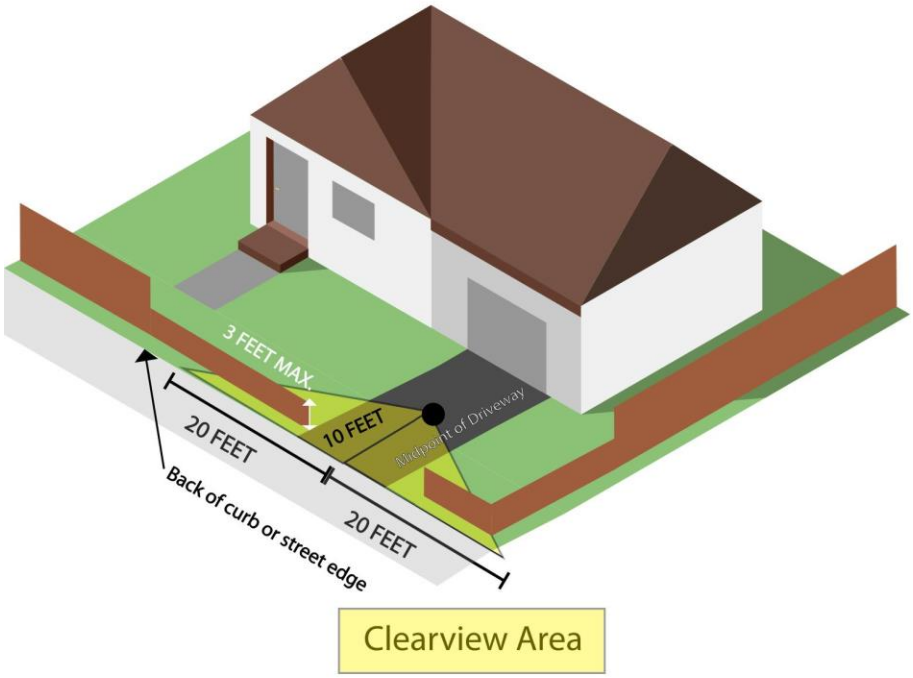
B. Tree trunks may be located within this clearview triangle; however, tree canopies directly overhanding a sidewalk must be pruned to at least eight (8) feet above the surface of the sidewalk, and tree canopies directly overhanging a street must be pruned to at least fourteen and one-half (14.5) feet above the street pavement, as set forth in MKC Section 14.12.050.

C. Tree canopies or other growth shall not block signs or signals in view from the approaching street within one hundred (100) feet.

D. Sight obscuring growth, including but not limited to hedges, shall be no taller than three (3) feet in height in the parkstrip.

E. The driveway clearview fencing provisions may not be required on corner and double frontage lots for a secondary driveway that is gated, locked, and that accesses the rear yard, if it is determined by the Planning Director that the driveway is not a primary access. Any person adversely affected by a decision of the Planning Director regarding such primary access may appeal that decision as provided in MKC Chapter 19.92.

Figure 19.76 - 1: Driveway Clearview Area



CHAPTER 19.95 is to be adopted as follows:

Chapter 19.95 FENCING, WALLS, AND RETAINING WALLS

19.95.010 Purpose

19.95.020 Applicability

19.95.030 General Requirements

19.95.040 Fencing for Single-Family and Two-Family Dwellings and Agricultural Properties

19.95.050 Fencing for Multifamily, Commercial, Industrial, and Institutional Development

19.95.060 Fencing for Private Recreational Uses

19.95.070 Fencing Between Incompatible Uses and Zones

19.95.080 Wildlife Protection

19.95.090 Retaining Walls

19.95.100 Fencing Within a Public Right-of-Way

19.95.010 Purpose

The purpose of this chapter is to promote the use of high-quality materials in fences, screens, walls, and retaining walls, while providing for privacy and safety for individual properties, vehicles, and pedestrians through fence and wall design, height, and placement. Walls, screens, and retaining walls shall comply with the standards of this chapter.

19.95.020 Applicability

The standards of this chapter apply to the construction of new fencing. Fencing in existence as of the adoption date of this ordinance may be maintained, provided that updated materials meet the requirements of this chapter. Fences in existence as of the adoption date of this chapter that do not comply with the standards of this chapter may be added to, enlarged, moved, or reconstructed, shall subject to the provisions established in MKC Chapter 19.88. All fences shall always be properly maintained in terms of structural integrity and finish surfaces.

The provisions of this ordinance may be superseded by specific regulations found in other chapters.

19.95.030 General Requirements

Table 19.95-1 – Summary Table of General Requirements

Use	Lot Description	Fence Location	Fence Type	Maximum Fence Height	Notes
Single-Family Dwellings, Two-Family Dwellings, and Agricultural	Corner Lot	In Clearview	Opaque, Chain Link	36 Inches	See MKC 19.95.030 (B)(1)
	Corner Lot	In Clearview	Open-Style	4 Feet	See MKC 19.95.030 (B)(1)

	All Lots	Driveway Clearview	Any	36 Inches	See MKC 19.95.030 (B)(2)
	Lots with frontage on Local Roads	Front Yard/Corner Yard	Opaque/Chain Link	4 Feet	See MKC 19.95.040 (B)(1). Maximum height applies to fences within 10 feet of front property line. Refer to adopted Millcreek Transportation Master Plan for road classifications.
	Lots with frontage on Local Roads	Front Yard/Corner Yard	Open-Style	6 Feet	See MKC 19.95.040 (B)(1). Maximum height applies to fences within 10 feet of front property line. Refer to adopted Millcreek Transportation Master Plan for road classifications.
	Lots with frontage on all other roads	Front Yard/Corner Yard	Any	6 Feet	See MKC 19.95.040 (B)(2)
	All Lots	Interior/Side Yard & Rear Yard	Any	8 feet	See MKC 19.95.040 (B)(3)
	All Lots	Front Yard	Opaque	Prohibited	

Multi-Family/Commercial		Front Yard	Chain Link	4 feet	See MKC 19.95.050
		Front Yard	Open-Style	6 feet	
		Interior Side yard/ rear yard	Any	8 Feet	
Recreation Uses	All Roads	Anywhere on lot	Any	14 Feet	See MKC 19.95.060. Must be 10 feet from property line

A. Permit Requirements. A building permit may be required for fences or walls, as provided in the currently adopted version of the International Building Code or International Residential Code.

B. Visual Obstructions.

1. **Corner Lot Visual Obstructions**. No obstruction to view which exceeds hree feet (3') in height shall be placed on a corner lot in violation of MKC 19.76.160. Provided, however, an open-style fence may be a maximum of four (4) feet in height if the horizonal rails are at least four (4) inches apart supported by vertical posts at least six (6) feet apart where at least fifty (50) percent of the fence, or at least the upper twelve (12) inches, shall be open-style fencing. The bottom three (3) feet may be solid fencing.
2. **Driveway or Lane Visual Obstructions.** In order to maintain a clear view from a driveway or lane and the street, no view-obstructing fence in excess of thirty-six (36) inches in height shall be placed at any driveway, parkstrip, or automobile accessway within a specified triangular area established in MKC section 19.76.160.

C. Fence Maintenance. All fencing shall be continually maintained in good repair, structurally sound, and safe condition, including appropriate and regular maintenance of the fence surfaces, by the property owners abutting the fence. Repairs and patching shall consist of similar fencing materials and shall blend with the fence. Graffiti shall be removed within 10 days after receiving a notice from a city code inspector.

D. Fence Height Measurement.

1. Fence height shall be measured from the finished grade to the highest point of the fence.
2. Berms, or other means to raise the elevation of the ground upon which a fence is proposed to be located, shall be included in the measurement of fence height.
3. Except for where a wall separates a property line and a right-of way, when a difference in grade exists on either side of a fence or wall, the height of the fence or wall shall be measured from the height of the higher property grade within five (5) feet of the property line but shall not exceed twelve (12) feet in total height as measured from the lower property grade.

4. Use of retaining walls is encouraged to reduce the steepness of slopes and to provide planting pockets conducive to re-vegetation. Requirements for retaining walls can be found in MKC Section 19.95.090.

E. Clearance. No fence, wall, hedge, or other structure shall be installed or maintained within thirty-six (36) inches of any fire hydrant and no closer than 12 inches to any utility (e.g., streetlights) or utility cabinet.

F. Allowed Materials. Fences shall be made of high-quality, durable materials that require minimal maintenance. The following fencing materials shall be allowed for properties containing single-family and two-family dwellings:

1. Brick, block, or stone;
2. Architecturally designed pre-cast concrete, decorative precast concrete or integrally colored and textured block, brick, stone, or other masonry materials;
3. Solid or private heavy gauge vinyl, polyethylene, or similar materials;
4. Composite materials, wood, cement, stucco, architectural or decorative metal panels, including weathering steel
5. Visually permeable fencing, such as chainlink, mesh, picket, or split rail fences constructed of metal, vinyl, wood, or composite;
6. Chain link fencing that contains contain slats, subject to the height limit provided in MKC 19.95.030 (G).

G. Prohibited Materials. The following fencing materials are prohibited:

1. Materials not typically used or designated/manufactured for fencing such as, but not limited to, used metal roofing panels, pallets, tarps, chipboard, or plywood;
2. Scrap material, such as scrap lumber, metal or glass;
3. Security wire, such as barbed wire, concertina wire, or razor wire; or
4. Electrified fencing, except for legally established agricultural uses on properties in an A-1 or A-2 zone that do not abut a public trail;
5. Chain link fencing taller than four (4) feet in height, that is located in a front yard.

19.95.040 Fencing for Single-Family and Two-Family Dwellings and Agricultural Properties

A. Applicability. Whenever a lot is developed for a single-family or two-family dwelling or a property containing an agricultural use, with the exception of lots or parcels in the Foothills and Canyons Overlay Zone (FCOZ), or perimeter fencing as required by the City's Planned Unit Development Standards the new development shall include installation of a fence that complies with the following provisions:Fencing in the Foothills and Canyons Overlay Zone is regulated under MKC 19.72.100 and perimeter fencing for Planned Unit Developments is regulated under MKC 19.78.030.H.

B. Height.

1. **Front and Corner Side Yards on Local Roads.** For properties with front and corner side yards on local roads, as defined by the Roadway Classification Map in the Millcreek Transportation Master Plan, walls, opaque fencing, or chain link fencing within ten (10) feet of the front yard property line (property line which is parallel to the street which is not considered a corner side yard), shall be no more than four (4) feet in height. Open-style fencing within ten (10) feet of the front yard property line shall be no more than six (6) feet in height. All other fencing installed within the minimum front or corner side yard setbacks may not exceed six (6) feet in height, subject to the visual obstruction standards established in 19.95.030 .

2. **Front and Corner Side Yards on All Other Roads:** For properties with front and corner side yards on Collector B, Minor Collector, Major Collector, Minor Arterial, or other Principal Arterial roads as defined by the Roadway Classification Map in the Millcreek Transportation Master Plan, fencing may not exceed six (6) feet in height, subject to the driveway or lane visual obstruction standards found in MKC Section 19.95.030.

3. **Interior Side and Rear Yards.** For all properties, fencing in interior side or rear yards may not exceed eight (8) feet in height, subject to the visual obstruction standards found in MKC 19.95.030.

19.95.050 Fencing for Multi-family, Commercial, Industrial, and Institutional Development

A. **Applicability.** Whenever a lot is developed for multi-family, commercial, industrial, or institutional development, with the exception of specific requirements found in the MD (19.55), M (19.66), or C (19.60) zones, or in lots or parcels in the Foothills and Canyons Overlay Zone (FCOZ), or perimeter fencing as required by the City's Planned Unit Development (PUD) Standards. Fencing in the FCOZ is regulated under MKC 19.72.100 and perimeter fencing for PUDs is regulated under MKC 19.78.030.H., the new development shall include installation of a fence that complies with the following provisions:

B. **Prohibited Locations.** Opaque fencing or open-style fencing taller than 6 feet in height for multi-family, commercial, industrial, and institutional development is prohibited in any front yard area, except as provided for in the Manufacturing Zone.

C. **Height.** Fencing may not exceed eight feet in height.

19.95.060 Fencing for Private Recreational Uses.

Open-style fences for uses such as tennis court enclosures, sport courts, hot tubs, swimming pools (includes a self-closing locking gate), and ball diamond backstops, may be erected to a height greater than eight feet, but shall not exceed a height of fourteen (14) feet and shall be located at least 10 feet from any property line.

19.95.070 Fencing Between Incompatible Uses and Zones

A. **Applicability.** Whenever a lot is developed with a use that is different than a use located on an abutting lot or parcel, the new development shall include installation of a fence or wall along the property line between the different uses as provided in this section, or as provided in the PUD standards (19.78), or the RM (19.44), MD (19.55), M (19.66), or C (19.60) zones.

B. **Fencing between Residential and Commercial Uses.** A minimum six (6) feet tall decorative precast or integrally colored and textured block, brick, stone, or other masonry fence and/or wall shall be installed between residential uses and commercial uses, where potential detrimental effects are anticipated, as determined by the Planning Director or designee. Any person adversely affected by a decision of the Planning Director regarding this section may appeal that decision as provided in MKC Chapter 19.92.

C. **Fencing Between Commercial or Office, and Agricultural or Residential Zones.** A minimum six (6) feet tall decorative precast or integrally colored and textured block, brick, stone, or other masonry wall is required between commercial or office zones and agricultural or residential zones, as determined by the Planning Director or designee. . Any person adversely affected by a decision of the Planning Director regarding this section may appeal that decision as provided in MKC 19.92.

D. **Landscape Buffering for Waterways, Trails, Parks, and Open Space may be substituted from fencing.** Intensive landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses. Persons wishing to substitute landscape buffering for fencing requirements shall provide plans to the Planning Director for approval. Any person adversely affected by a decision of the Planning Director regarding this section may appeal that decision as provided in MKC 19.92.

E. **Sound Walls for Properties Abutting the I-15 and I-215 Corridors.** Any development abutting the interstate freeway system shall include construction of a noise wall along the corridor right-of-way line if the Utah Department of Transportation determines such wall is necessary pursuant to an environmental study. Sound walls are exempt from the height and location requirements of this Chapter.

19.95.080 Wildlife Protection

Applicability and Requirement. For all properties East of I-215 and any property in the FCOZ zone, the top of fencing shall not have any pickets or sharp points that could impale or trap wildlife.

19.95.090 Retaining Walls

A. **Permit Required.** A building permit is required for all retaining walls with a height greater than four (4) feet. For the purpose of determining if a building permit is required for a retaining wall, height is measured from the bottom of the foundation, footing, or wall system, to the top of the wall. For the purpose of evaluating the height of a retaining wall for compliance with the standards of this code, height shall be measured from finished grade in accordance with MKC Section 19.95.30 (D). The submittals for a building permit shall include drawings stamped and signed by a professional engineer licensed by the State of Utah. Drawings shall include, at a minimum, details of the wall design, and a site plan depicting existing and proposed elevations on either side of the wall. The design engineer shall inspect the construction of the wall and certify in writing that the wall was built per the approved design, and shall submit that certification to the City within fourteen (14) days of the completion of the retaining wall.

B. Retaining walls are not considered double fences.

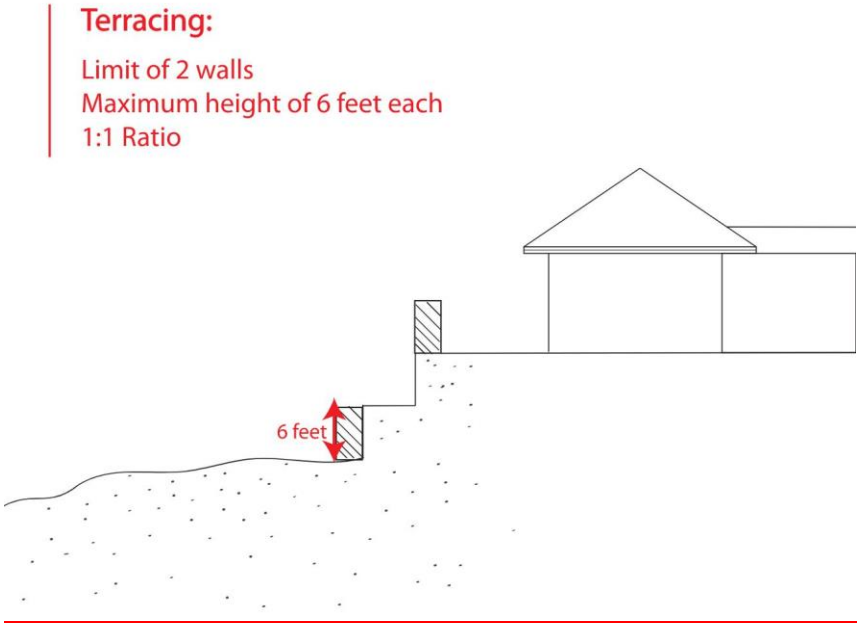
C. Retaining walls may not be used to create additional surface parking or vehicular access on a residential lot.

D. Retaining walls are subject to all requirements of this chapter and any other applicable requirements including setbacks.

E. Design Standards for Retaining Walls:

1. If a single retaining wall is used, one (1) vertical retaining wall up to eight (8) feet in height is permitted to reduce excavation and embankment.
2. Terracing is limited to two (2) walls with a maximum vertical height of six (6) feet each. The width of a terrace shall be a minimum of a one to one (1:1) ratio with the height of the wall. Terraces are measured from the back of the lower wall to the face of the upper wall. Terraces created between retaining walls shall be permanently landscaped or revegetated as required by this Chapter.

Figure 19.95 -1 Retaining Wall Terracing



3. Front yard retaining walls shall be no more than four (4) feet in height and shall include planting terraces of at least four (4) feet in width.
4. Retaining walls are considered a part of the fence height. No fences shall be installed on the top of a front yard retaining wall or within four (4) feet parallel to the top of a retaining wall.
5. Residential properties that are not in the Foothills and Canyons Overlay Zone and that have slopes that are greater than 30 percent are eligible for an exemption to the above requirements, subject to a conditional use permit that follows the process and meets the standards of approval established in MKC 19.84, and subject to the following additional standards:
    a. No wall may be greater than sixteen (16) feet in height, as measured from finished grade.
    b. Walls may be terraced. Terraces must be at least three feet in depth.
    c. Walls visible from rights-of-way must include landscaping, including at least one tree planted at a minimum of 2" caliper, spaced every 30 lineal feet along the retaining wall.

19.95.100 Fencing within a Public Right-of-Way

No fence shall be erected to extend beyond a private property line and into a public right-of-way without the issuance of an encroachment agreement between the City and the property owner, issued at the sole discretion of City, after receiving a recommendation from the Planning Director and City Engineer, subject to the following criteria:

A. The encroachment agreement shall provideat a minimum, that the city shall retain the right to remove any fence located within a public right-of-way for any purpose it deems necessary

within 30 days of notice being sent via first class mail to the property owner, and that removal and replacement shall be at the sole expense of the property owner.

B. Maintenance of the area between the sidewalk or edge of pavement and the property line shall be the sole responsibility of the property owner.

C. A fence in a right-of way shall be located no closer than one foot of an existing sidewalk or the proposed locatin of a future sidewalk or within a three-foot radius of a fire hydrant.

D. The installation of the fencing is not detrimental to the public safety or welfare of property owners, pedestrians, or operators of vehicles.

This Ordinance, assigned Ordinance No. 20-47, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 14th day of September 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 20-47: AN ORDINANCE AMENDING TITLE 14 AND TITLE 19 OF THE MILLCREEK CODE OF ORDINANCES WITH RESPECT TO FENCING, WALLS, AND CLEARVIEW REQUIREMENTS
was passed and adopted the 14th day of September, 2020 and certifies that a summary was published in the Deseret News and Salt Lake Tribune the day of September, 2020.

_____
Elyse Sullivan, City Recorder

3330 South 1300 East
Millcreek, UT 84107
801-214-2700
millcreek.us

File No. ZT-20-005

City Council Staff Report

Meeting Date: **14 September 2020**
Applicant: **City**

Request: **Amendments to the Commercial Zone Text Regarding Mixed-Use Developments**

Prepared By: **Francis Xavier Lilly, AICP, Planning Director**

SYNOPSIS AND SCOPE OF DECISION

Millcreek is seeking approval from the City Council regarding proposed amendments to the commercial zone standards, particularly for mixed-use buildings. The proposed amendments are intended to better accomplish the intent of the general plan to promote meaningful mixed use developments, and to address concerns raised by staff and the planning commission in evaluating previous applications for mixed use buildings in commercial zones.

In applying the current mixed-use provisions in the Commercial zone to several projects, staff has found that, at times, the code is difficult to apply and interpret. Part of the problem is organization: many substantive requirements are found in footnotes under a table. Staff is reorganizing the code to make the mixed use requirements more clear and easier to follow.

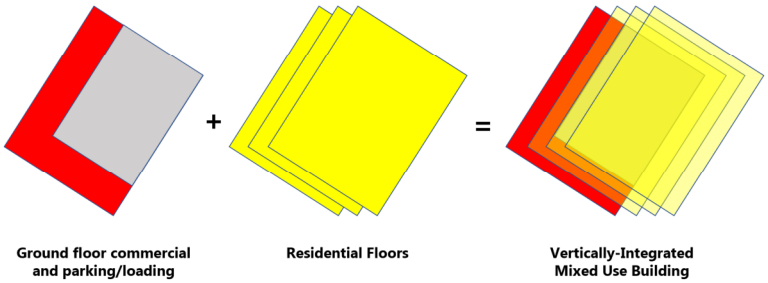
There are also substantive problems with the existing code. Staff is concerned that the code as designed does not produce the outcome we are desiring: mixed use developments that include meaningful, functional commercial space. Additionally, design standards are inadequate, producing buildings that are substandard. A proposed minor increase in height, coupled with better standards for building and roofline articulation, will allow for better-looking buildings. Staff is proposing enhanced articulation and materials requirements, borrowed heavily from the City Center Overlay Zone.

Currently, the mixed use zone prefers one building type – a vertically-integrated mixed use building, on sites and in neighborhoods where separate buildings in a unified site plan may be more appropriate and effective. Staff is proposing alternative configurations of commercial spaces to accommodate different mixed use types, and even to incentivize single-purpose commercial buildings as part of an overall mixed

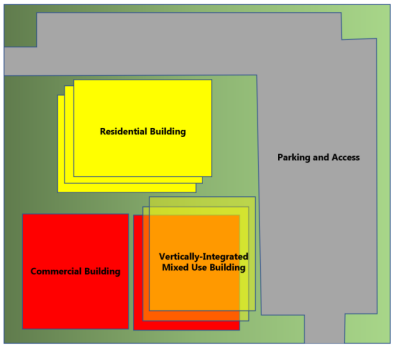
use concept, particularly in areas where that would be more appropriate. To that end, staff is proposing two concepts: mixed use in a vertically-integrated mixed use building, or mixed use in a unified site plan. For a more detailed discussion regarding the code updates and the opportunities they might present, please review the slide deck following this staff report.

Ultimately, the goal is to enhance the standards of the commercial zone with respect to mixed use buildings, without making the zone so prohibitive that the many underutilized or functionally obsolete commercial spaces cannot be effectively redeveloped.

Typical Configuration of a Vertically-Integrated Mixed Use Building



Mixed Use in a Unified Site Plan



Mixed use in a unified site plan consists of separate buildings for commercial and residential uses.

A vertically-integrated mixed use building may be a part of a unified site plan.

A unified site plan assumes consistent approaches to lighting, landscaping, signage, design, and materials use.

Commercial uses must occupy at least 50% of the frontage and 30% of the gross ground floor area in the development.

PROPOSED ORDINANCE AMENDMENTS

Attached to this staff report is a proposed draft of the Commercial Zone text amendments. Proposed text changes are noted in red. Changes that were made subsequent to the Community Council reviews are highlighted in yellow. Proposed deletions are struck through, and proposed additions are underlined. A summary of specific changes are found below:

Requirement	Current Standard	Proposed Standard	Rationale
Maximum Height	Maximum Height – 40 feet, or 30 feet within 100 feet of a residential zone	45 feet, or 35 feet within 100 feet of a residential zone.	We are requiring a minimum 12-foor ground story for commercial and live/work uses. A minimum commercial ground story height will promote more viable commercial spaces. Because of the taller first floor, and standard residential floor heights of 9 feet, a small increase in height is appropriate to allow for parapets and roof pitches where appropriate or desired to make a building more compatible with surrounding uses.
Minimum Lot Area	21,000 sf	21,000 sf	No change recommended. These minimums were established by the City Council in 2018 and we believe are appropriate given the small lot assemblages that are found along our commercial corridors
Minimum Frontage	None required	100 feet	Staff is proposing that, to qualify as a mixed use project, the development site must have at least 100 feet of frontage on a collector or arterial road identified in the Transportation Master Plan.
Maximum Lot Coverage	No maximum	70 percent	Current code has no maximum lot coverage standard, but does impose a minimum 20% open space requirement. We think additional space on the lot needs to be allocated for items not included in open space, such as parking and loading areas.
Maximum Building Length	No maximum	200 feet	This is a similar standard in our City Center Overlay Zone. A Maximum building length of 200 feet is appropriate for most corridor areas, in light of general plan concerns of new development being compatible with existing neighborhoods.
Minimum Interior Side Yard next to Residential Zoning	10 feet	10 feet	No change recommended. Narrow side yards are consistent in our historic commercial zones. One option to consider is to require enhanced landscaping consisting of trees in the interior side yard areas adjacent to residential zoning.

Requirement	Current Standard	Proposed Standard	Rationale
Minimum Rear Yard	25 feet	25 feet	No change. A single-family residential rear yard is 15 feet.
Mixed Use Type	The code currently does not distinguish between a vertically-integrated mixed use project and a mixed use project consisting of commercial and residential uses in separate buildings	The proposed standard identifies two possible mixed use configurations: vertically-integrated and mixed use in a unified site plan	Staff needs direction on how to apply standards to mixed use developments where the commercial use is in a separate building, rather than vertically-integrated.
Materials and Windows	No more than 50% of façade may be one material. Ground story windows must comprise 50% of ground story. There is no limit on certain materials.	Proposed ordinance limits stucco, EIFS, unfinished concrete, or metal siding to 20% of any façade facing a street or a residential zone boundary. Proposed ordinance requires 25% of upper story facades to have windows.	Quality, durable materials make a difference. After observing recently-approved projects, staff is recommending the adoption of standards used in CCOZ: 1) an upper story window requirement, where the code is currently silent. 2) A limit to the use of stucco, EIFS, and metal panel on a street-facing or neighborhood-facing façade.
Massing and Articulation	None required.	Proposed ordinance consists of a list seven options to articulate a façade or roofline. Applicants must choose three.	Similar standards already exist in the CCOZ. Staff believes that if additional height is granted, it should be done in tandem with massing requirements to ensure that the additional height is used to accommodate not only better commercial floor space, but also higher quality building design.
Balconies or Patios	Currently none required. Balconies or patios are required for projects in the RM and CCOZ districts	50 percent of residential units shall have a balcony or patio	This requirement is consistent with the CCOZ zone, and provides options for quality private open space for residents of mixed use developments.

Requirement	Current Standard	Proposed Standard	Rationale
Commercial Requirements: Minimum Floor Area	Currently none required.	1,500 square feet.	Commercial uses approved under the existing zone ranged from 750 square feet to over 3,500 square feet. Staff believes that a minimum of 1,500 square feet is suitable to accommodate a small café or office – the type of uses that complement residential uses well.
Commercial Requirements: **Vertically-integrated mixed use**	Minimum depth of 40 feet – 50% of frontage.	Minimum depth of 40 feet at 50% frontage. Minimum depth of 30 feet at 80% of frontage. 30% frontage allowed for two story, 30-foot deep commercial spaces. Commercial is only required on major roads identified in the TMP.	Staff is recommending flexibility in the application of commercial requirements. A narrower storefront would be appropriate if more frontage is allocated to mixed use. Staff observed that commercial may *not* be appropriate on local roads, so we are proposing to not require it. This is one reason why we are proposing a minimum frontage along a collector or arterial road. Staff proposes incentive-based zoning options, upon the recommendation of the Mount Olympus Community Council, to encourage more significant commercial uses.
Commercial Requirements: **Freestanding commercial buildings**	None specified.	30 percent of the gross ground floor area identified on the site plan, and at least 50% of frontage – or 30% of frontage if the commercial is more than 2,000 sf or two stories.,	Staff wants to ensure that a meaningful standard is applied to mixed use projects involving freestanding commercial buildings.
Commercial Requirements – critical areas	Currently, there is no additional requirement for commercial in areas where the General Plan would like to see a commercial emphasis, rather than a mixed use emphasis	Developments in "commercially significant development sites" will require more commercial - 30% of the development's gross floor area, in addition to the other requirements.	Staff is proposing identifying commercially significant development sites – any site over one acre, any site in a village center, retail/office, or employment/commercial future land use designation, or sites at key intersections described on page 15 of the attached ordinance. The goal is to ensure that active commercial uses are maintained as part of any redevelopment.

Requirement	Current Standard	Proposed Standard	Rationale
Stepbacks along streets, frontages, and residential zone boundaries	None required, unless mandated as part of a request for a setback reduction.	Buildings 35 feet or taller shall have a 10 foot stepback between the first or second and third stories.	A stepback requirement will mitigate the impact of a large building that is adjacent to a street, property frontage, or a residential zone boundary. CCOZ has a similar standard.
What counts as a commercial use?	The ordinance is silent on whether or not leasing offices, lobbies, required parking, and residential amenities are counted as commercial use.	The proposed ordinance specifically excludes lobbies, leasing offices, required parking, and required residential amenities as commercial uses. In addition, for live/work units to qualify, the ground floor must be operated as an allowable commercial use in the code. Ground floor spaces may not be used for residential purposes or storage	The intent of the original ordinance was to provide opportunities for redevelopment while activating commercial corridors, and particularly obsolete commercial properties. Specificity on what is allowed, and what is not, will help staff communicate expectations about mixed use projects, and will better ensure that meaningful commercial projects occur along our corridors.

Requirement	Current Standard	Proposed Standard	Rationale
Parking	The existing ordinance offers little in the way of guidelines for how and where to put parking. Specific parking standards that were incorporated into the RM zone, were never included in the C Zone.	The proposals include a requirement that residential parking be enclosed. Language from the RM code regarding private garages, tandem spaces, and electric vehicle charging are included in this update. Staff is recommending specific language regulating how and where guest parking can be counted. Staff incorporated the recommendations of the Hales Engineering Guest Parking Study to state that tandem parking or parking in a private garage or driveway shall not be counted guest parking.	A lack of standards for parking has resulted in confusion between staff, applicants, and the Planning Commission. Projects can be better evaluated with better, clearer standards. Proposed language regarding guest parking addresses long-standing concerns on the part of staff and the planning commission on how guest parking is calculated.
Application Process	No specific process outlined. Applicants default to standard process outlined in the conditional use process	Proposed ordinance includes a requirement for a formal *preliminary site plan review* prior to being scheduled for a planning commission meeting.	Staff requests additional time to review applications to ensure they are ready for the community council and planning commission process. Some items, such as a geologic hazards study if required, or a parking or traffic study, may significantly change the scope or configuration of a project and should be reviewed by staff well in advance of a planning commission meeting.

GENERAL PLAN CONSIDERATIONS

The General Plan broadly supports the concept of mixed use development in commercial corridors, and staff is recommending that the allowance for mixed use projects in commercial zones be enhanced within the current code, rather than removed from the code entirely. Specifically, the general plan has the following recommendations that support the concept of mixed use development in our commercial corridors.

> **Unique Neighborhoods GOAL N-1: Preserve and enhance the physical elements that define each neighborhood's character.**
>
> **Strategy 1.4: Update plans and City Codes to allow for mixed uses in appropriate locations in ways that support "complete" neighborhoods where shopping, entertainment and recreation are accessible and convenient.**
>
> **Physical Environment GOAL E-5: Enhance the physical environment by creating new amenities that help attract and retain new businesses and residents.**
>
> **Strategy 5.1: Support the redevelopment and adaptive re-use of functionally obsolete buildings and strip commercial centers as new mixed use employment centers, particularly in the centers identified on the Future Land Use Map.**

STAFF ANALYSIS

Staff is concerned that, as written, the current commercial code is result in projects that, despite the mixed use moniker, lack a meaningful commercial contribution. We acknowledge that there are a number of obsolete commercial properties along our commercial corridors, that high-quality and larger-scale commercial projects along our corridors are unlikely in our current economic condition, and that an overabundance of empty and underutilized storefronts is a persistent challenge for the city. That said, commercial can work well with multifamily use, provided some basic tenets are adhered to:

1. The commercial space should have a functional depth and height.
2. Commercial space should be along major corridors, and not on side streets.
3. Commercial parking should be conveniently accessible.
4. Commercial storefronts should have a minimum amount of windows,and should feature high-quality design, including building articulation.

These are some of the lessons the city applied to the City Center, and staff recommends applying a similar standard along our mixed use corridors. Specific highlights are discussed below:

The technical amendments are intended to promote better quality design and the production of meaningful commercial space as part of mixed use developments, while acknowledging the need and desire for a flexibility in approaches in light of the fact that some of the sites that contain functionally obsolete commercial space are small and are close to existing residential neighborhoods.

The code, as currently written, lacks clear standards for mixed use projects that involve residential uses and commercial uses in separate buildings. Establishing a standard for mixed use developments with separate residential and commercial buildings in a unified site plan creates opportunities for smaller-scale, more granular projects – such as a development of townhomes behind or alongside a commercial single-use buildings.

As currently written, the code lacks clear standards on materials and the placement of doors and windows. Staff desires a higher level of architectural design along our corridors as they redevelop, and believes that limiting stucco, EIFS, and metal panel and increasing the size of windows is a strong step to providing better design.

Staff is recommending a minimum development length of 100 feet of frontage along an arterial road in order to qualify for a mixed use project, in addition to the minimum area requirement already established. If the goal is to support viable commercial space, that space needs to be visible and accessible from the street.

The proposed changes to commercial depth and frontage length for mixed use projects are intended to promote larger, more functional commercial or live/work spaces, will giving designers some flexibility in organizing uses on a development site. For example, a developer may desire that the commercial use occupies the hard corner of a site, requiring a minimum depth of 40 feet, whereas another developer may desire a strip configuration along the entire frontage, which would require commercial spaces at a minimum of 30 feet deep.

Commercial Characteristics of Previously Considered Mixed-Use Projects under the C Zone Provisions

Project	Address	Commercial Area	Ceiling Height
Lotus Monarch	3672 S 900 E	1,044 sf	12 feet
33 Views	2780 E 3300 S	1,200 sf	8.9 feet
Arlington Investments	4600 S 900 E	3,850 sf	10 feet
Lincoln Project (withdrawn)	959 E 3300 S	750 sf	10 feet
Highland Crossing	3816 S Highland Dr	1,900 sf	9.5 feet

Note: This list does not include projects approved in the MD or CCOZ zones. They tend to be significantly larger, and they consist of substantially more commercial spaces.

Perhaps the most substantial proposed change to the ordinance is building height. Where currently, the ordinance allows for a building height of 40 feet along the corridor, or 30 feet within 100 feet of a

residential neighborhood, staff is proposing increasing building heights to 35 feet, and 45 feet respectively.

We are recommending a modest increase in allowable height for two reasons: first is to accommodate a minimum first floor height of 12 feet, which is a more preferable height for leasable retail or restaurant space. The second reason is to accommodate better architectural variation at the top of the building, including but not limited to pitched roofs, which may render a project more compatible with surrounding buildings and uses. The proposed height adjustments support 2 to 4 story buildings in our mixed use corridors, while providing desirable ceiling heights for both commercial and residential uses.

COMMUNITY COUNCIL INPUT

All four community councils were given the opportunity to consider the proposed changes to the Commercial Zone.

1. **Millcreek Community Council.** The Millcreek Community Council voted eight in favor to one opposed to the proposed changes.

2. **Canyon Rim Citizens Association,** the **East Mill Creek Community Council,** and the **Mount Olympus Community Council** endorsed the changes as well. Letters from the East Mill Creek Community Council and the Mount Olympus Community Council are attached to this staff report.

PLANNING COMMISSION RECOMMENDATION

The Millcreek Planning Commission considered changes to the mixed use design standards at a public hearing held on 15 July 2020, and again as continuing business at a public meeting held on 19 August 2020. At their August meeting, the Planning Commission unanimously recommended adoption of the changes provided in the draft below. Subsequent to that recommendation, staff proposed an addition of an incentive that would allow for a mixed use development to qualify for an owner-occupied planned-unit development (PUD), even if the PUD does not meet the minimum acreage requirements provided in the City's PUD ordinance. Staff is proposing using the same standard that the City uses for PUDs in multifamily zones – a minimum of eight dwellings. That subsequent change is highlighted in yellow on page 18 of the attached draft.

SUPPORTING DOCUMENTS

1. C Zone Ordinance Amendment Presentation
2. Letter from Mount Olympus Community Council and East Mill Creek Community Council
3. Draft Ordinance
4. Planning Commission Minutes – 15 July 2020 and 18 August 2020

Commercial Code Updates

For Mixed Use Buildings and Sites

So…what's the problem?

- Staff has found the code difficult to apply and interpret. Current code has many mixed use requirements in footnotes.

- Residential development in mixed use zones are not held to the same standard as residential development in multifamily zones. We should avoid the incentive of an applicant rezoning to commercial in order to develop a substandard residential project.

So…what's the problem?

- Commercial ground floor requirements are inadequate and inflexible. For example, commercial may be required on local, residential streets, which may not be desirable.

- We're not getting the type of commercial that we want.

- Design standards are inadequate.

- Current zone prefers one building type – a vertically integrated mixed use buildings – on sites and in neighborhoods where separate buildings in a unified site plan may be more effective and appropriate.



Time for an autopsy of some previously approved projects…

This is a mixed use development at 3672 S 900 E

Approved under the current C-2 zone provisions for mixed use building. It meets the requirements of the current code, BUT…

Not enough street facing windows.

Commercial space is not prominent enough. 1,000 sf is enough for a small café or retail store, but there's no storefront, and ceiling heights are low.

Requiring greater depth and taller ceilings will promote more viable and flexible commercial space.



This is not a mixed use development, but rather an illustration of materials.

Too much metal panel?

Not enough windows on a street facing façade.

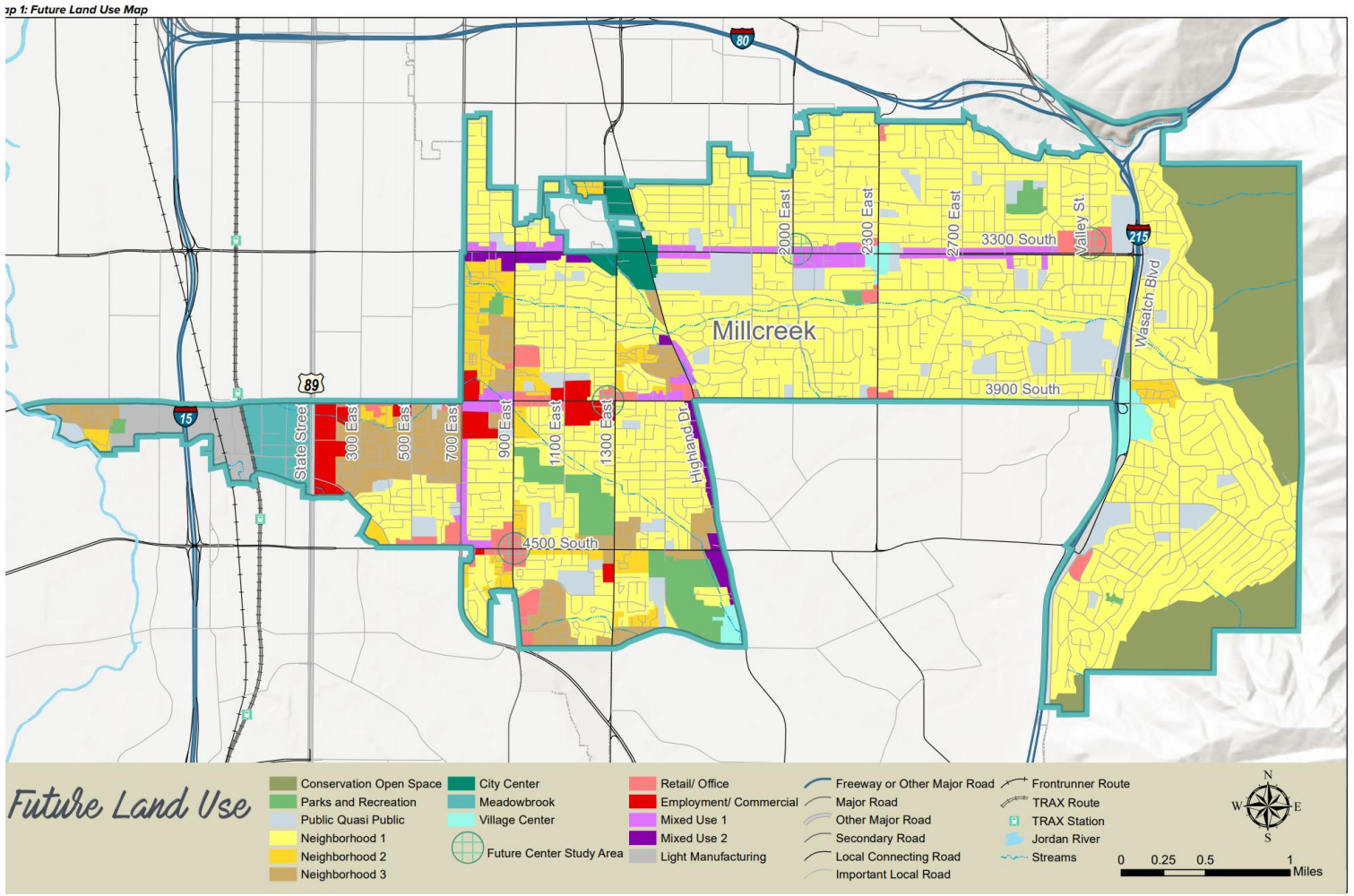
Exposed concrete looks good when it is done well. But it wasn't done well here.

Should we place a greater emphasis on stone or brick, over stucco and metal? We applied these standards in the City Center, but should they be applied to a mixed use building anywhere?



Is mixed use even a good thing?

- The Millcreek General Plan supports the concept of mixed use. In fact, most of the 3300 South Corridor is defined as a mixed use corridor, where residential and commercial uses coexist.
- More people living along the corridor will help activate existing and proposed commercial spaces. The spaces we desire – like small retail shops, personal services, and restaurants – thrive where there are many people living nearby.
- Mixed use development provides a viable option to redevelop obsolete sites.
- Although we have limits on uses like smoke shops and commercial storage, we still get many requests for these uses along the corridor, suggesting that we have an overabundance of single-purpose commercial buildings on our corridor that perform below expectations.



Mixed Use Corridors – in light and dark purple – are an important characteristic of our General Plan

Millcreek Together General Plan
Mixed Use 1 and 2 District Descriptions

CATEGORY	USES	RANGE OF DENSITY/SCALE	KEY CHARACTERISTICS
MIXED-USE 2	***Primary:*** A mix of commercial, retail, professional offices, medium to high density residential, and service oriented uses. ***Secondary***: Civic and government uses, as well as plazas, squares, pocket parks, community gardens, and other gathering spaces.	Development along Mixed-Use Corridors will generally be 2 to 4 stories. Development abutting a lower-intensity, established residential neighborhoods should provide transitions in massing and height.	• Provides opportunities for a broader mix of high density pedestrian and transit oriented uses. • Infill and redevelopment, and/ or the adaptive reuse of vacant buildings or underutilized sites are encouraged. • Vertical integration of uses is strongly encouraged, particularly near transit stops and major intersections.
MIXED-USE 1	***Primary:*** A mix of commercial, retail, professional offices, medium density residential, and service oriented uses. ***Secondary***: Civic and government uses, as well pocket parks, community gardens, and other small-scale gathering spaces.	Development along Mixed-Use 1 Corridors will generally be 1 to 2 stories. Development abutting a lower-intensity, established residential neighborhoods should provide transitions in massing and height.	• Provides opportunities for a mix of pedestrian and transit oriented uses. • Infill and redevelopment, and/ or the adaptive reuse of vacant buildings or underutilized sites are encouraged, but not in a manner that clashes with the surrounding neighborhood in terms of use, mass, height and scale.

Some commercial spaces are functionally obsolete.



Even in an era of unprecedented economic expansion, we have seen retail retreat from our commercial corridors.

Per Newmark Knight Frank, Wasatch Front retail vacancy rates were at 4.6% in Q1 2020.



'Utah's retail market along the Wasatch Front is evolving. The shuttering of major players such as Sears, Shopko and Payless across the valley drove down net absorption and increased direct vacancy. By contrast, mixed-use redevelopment projects are flourishing. The market is proving its adaptability, resulting in stable lease rates of $17.60/SF and a 3.9% increase in the number of lease transactions.'

Year-End Utah Market Report, 13 February 2020
Newmark Knight Frank Commercial Real Estate Blog

Some retail sites have revitalized.

However, our hopes for restaurants and small shops fronting this shopping center did not pan out. Instead, we got two drive-through-only uses.



Substantial investment in commercial uses do happen, like the Front Climbing Gym on Main Street in Millcreek. Uses of this scale tend to go in emerging centers, and not along corridors.

Previous development of residential uses nearby created the population base that made this project attractive to the developer.

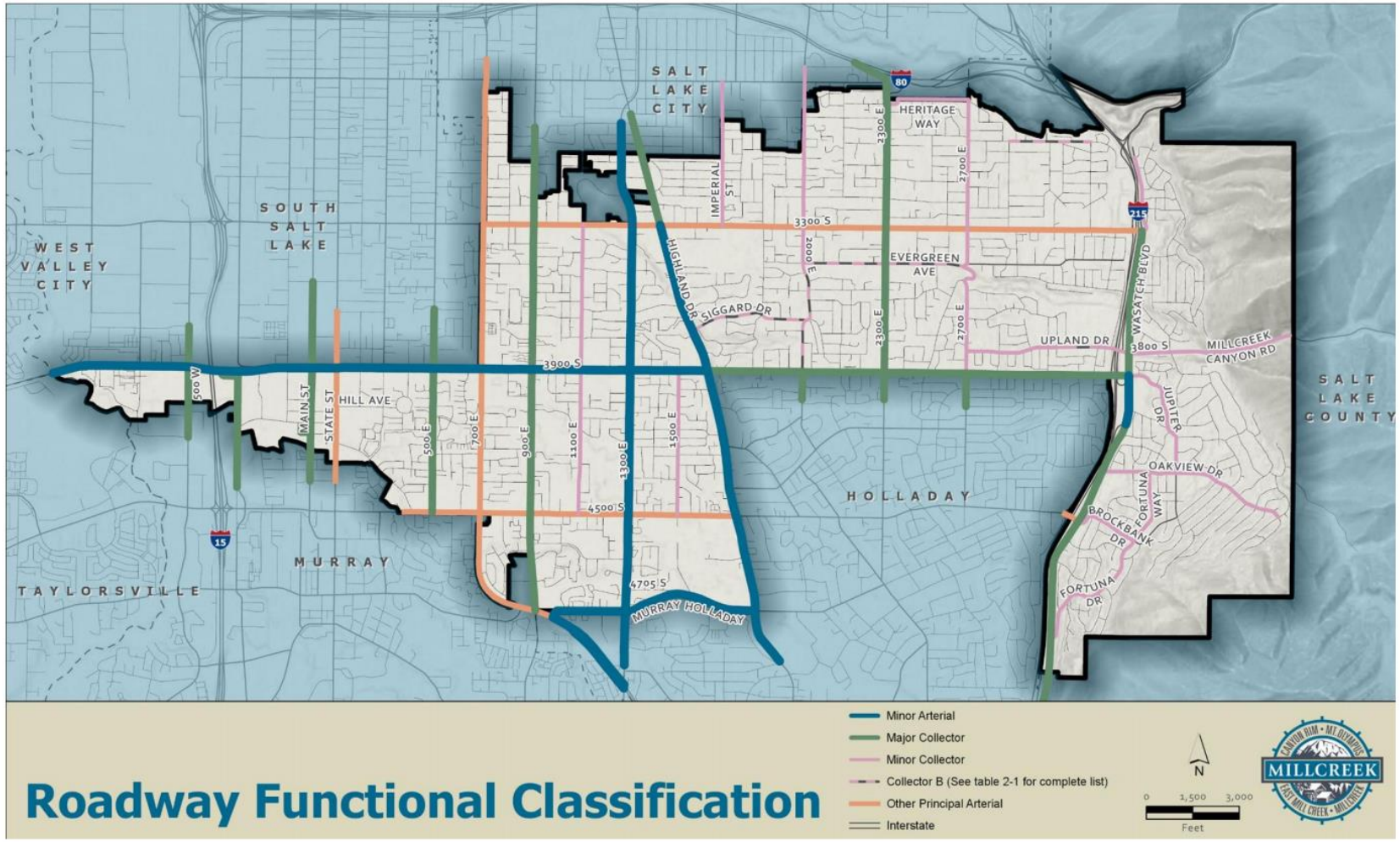


What are the proposed changes?

Frontage. To qualify, a mixed use project must have at least 100 feet of frontage on a major collector or arterial road.

Why? Not every road is suitable for a mixed use development. Sites that are too narrow will not produce viable commercial space.

Figure 2-2 – Existing and Newly Adopted Road way Functional Classification Map



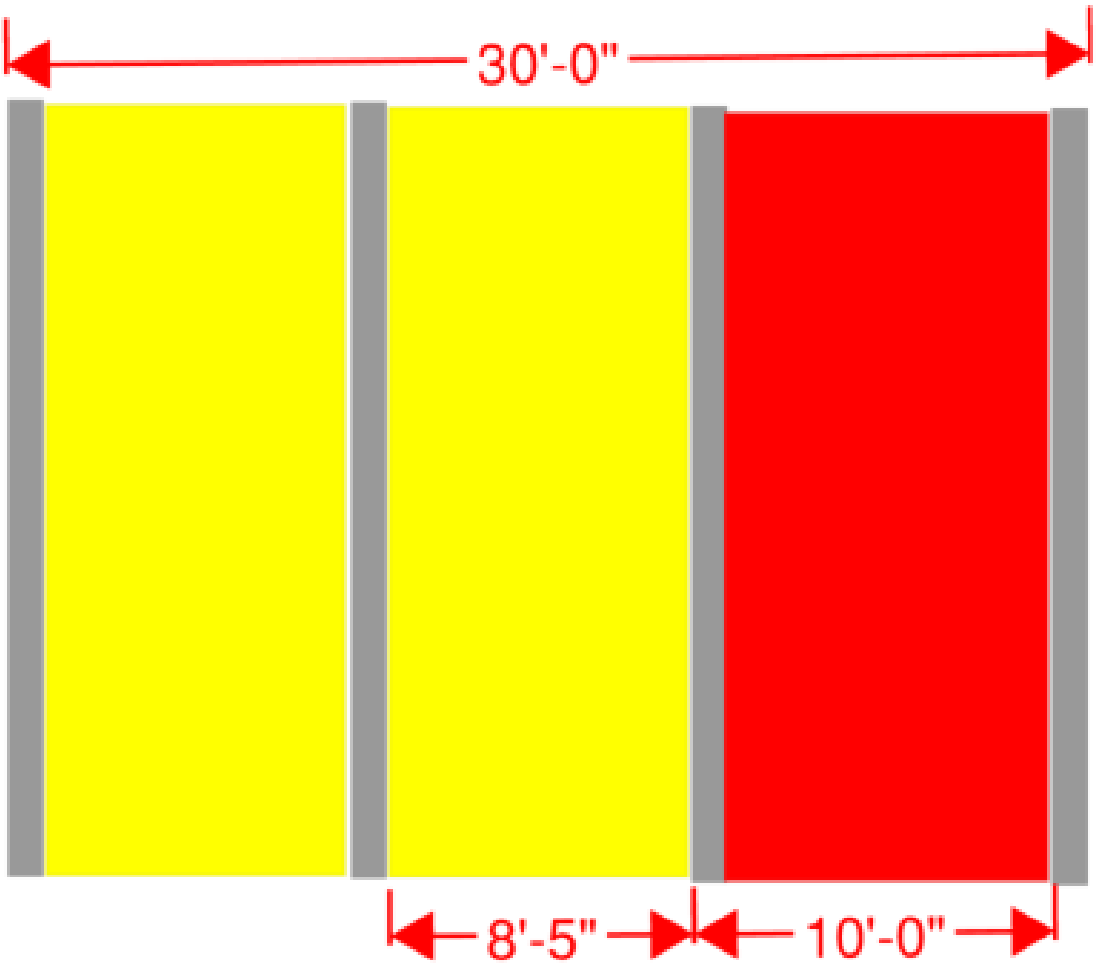
What are the proposed changes?

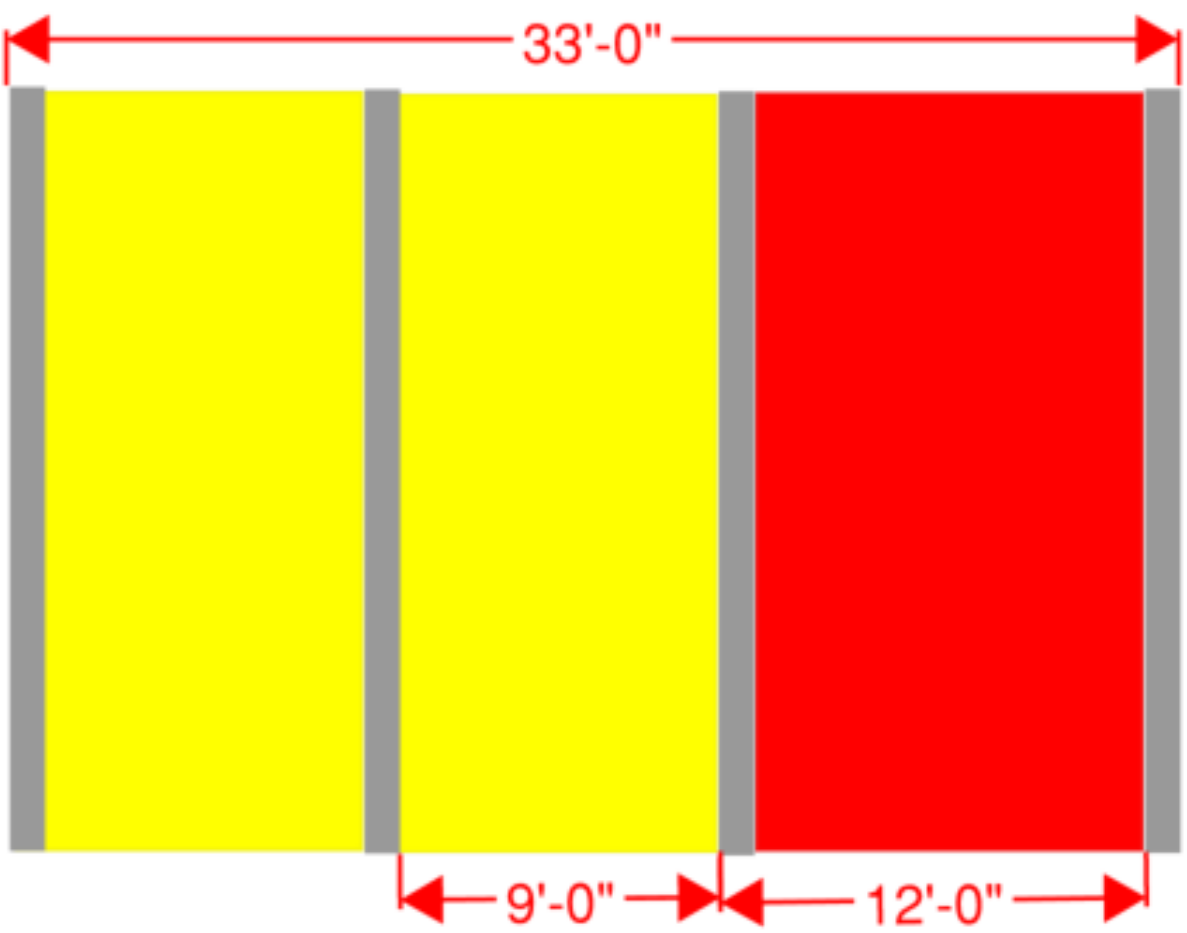
Building Height. We are proposing an increase in maximum height to 45 feet, and 35 feet within 100 feet of a residential zone. Current standard is 40 feet and 30 feet.

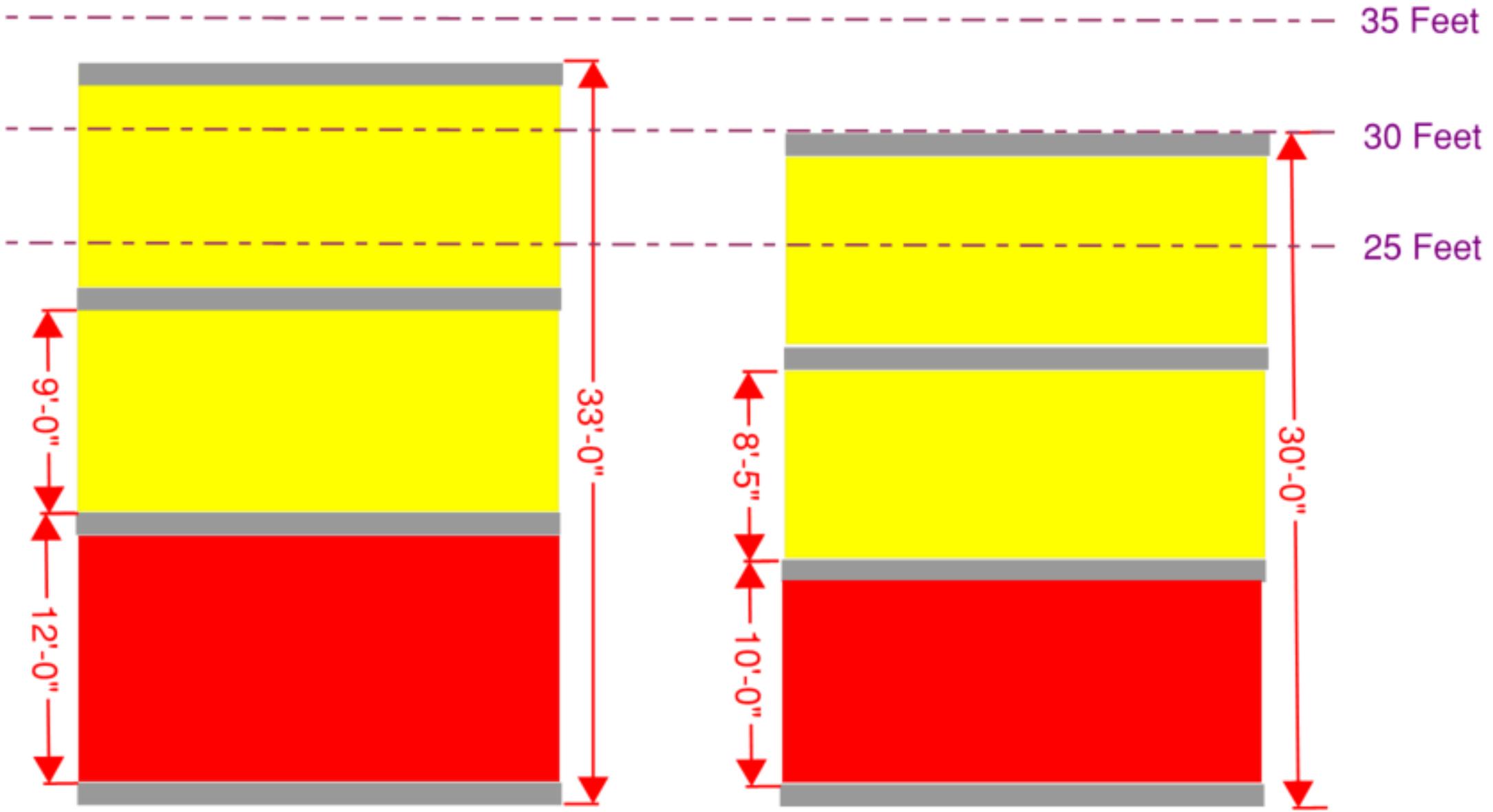
Why? We are also requiring a ground story height of 12 feet for commercial uses, to ensure that commercial spaces are viable.

Additional height also gives developers the option for creativity in rooflines and other design elements.




30'-0"
8'-5"
10'-0"


33'-0"
9'-0"
12'-0"

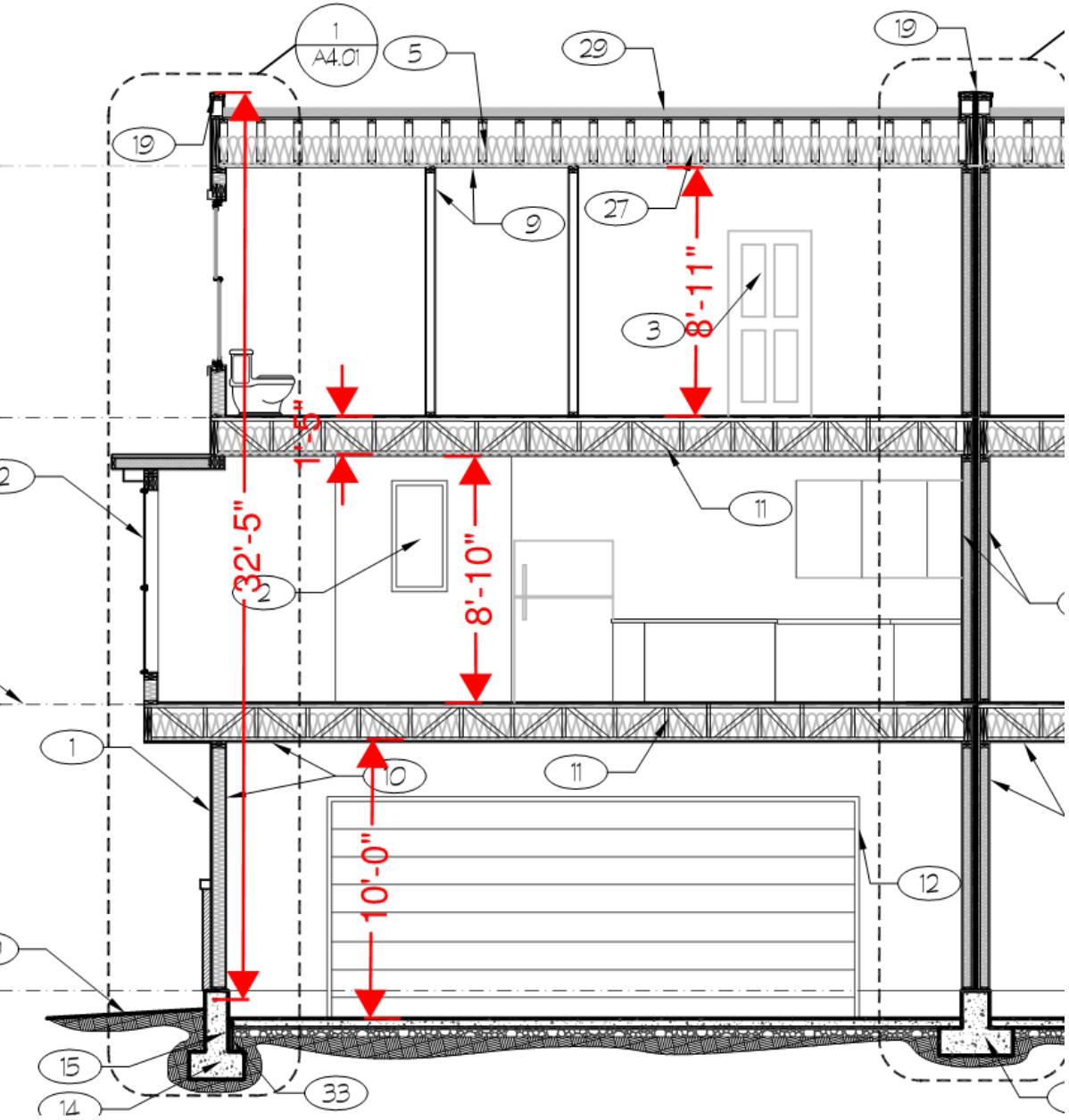

35 Feet
30 Feet
25 Feet
9'-0"
12'-0"
33'-0"
8'-5"
10'-0"
30'-0"



Pedrazas Townhomes – 3325 South 1100 East
Building Height: 40 feet pitched roof element, 33 feet to parapet on flat roof

Note: Developer in this instance obtained greater height because of the rezone of an adjacent parking lot from R-1 to a commercial use. The parking lot served an existing condominium project. The developer sought the 40 foot height allowance (instead of the 30 foot height allowance within the residential height transition) in order to accommodate a better design and a higher building standard.

Pedrazas Townhomes – 3325 South 1100 East



Garage ceiling height: 10′

Residential ceiling heights: 9′

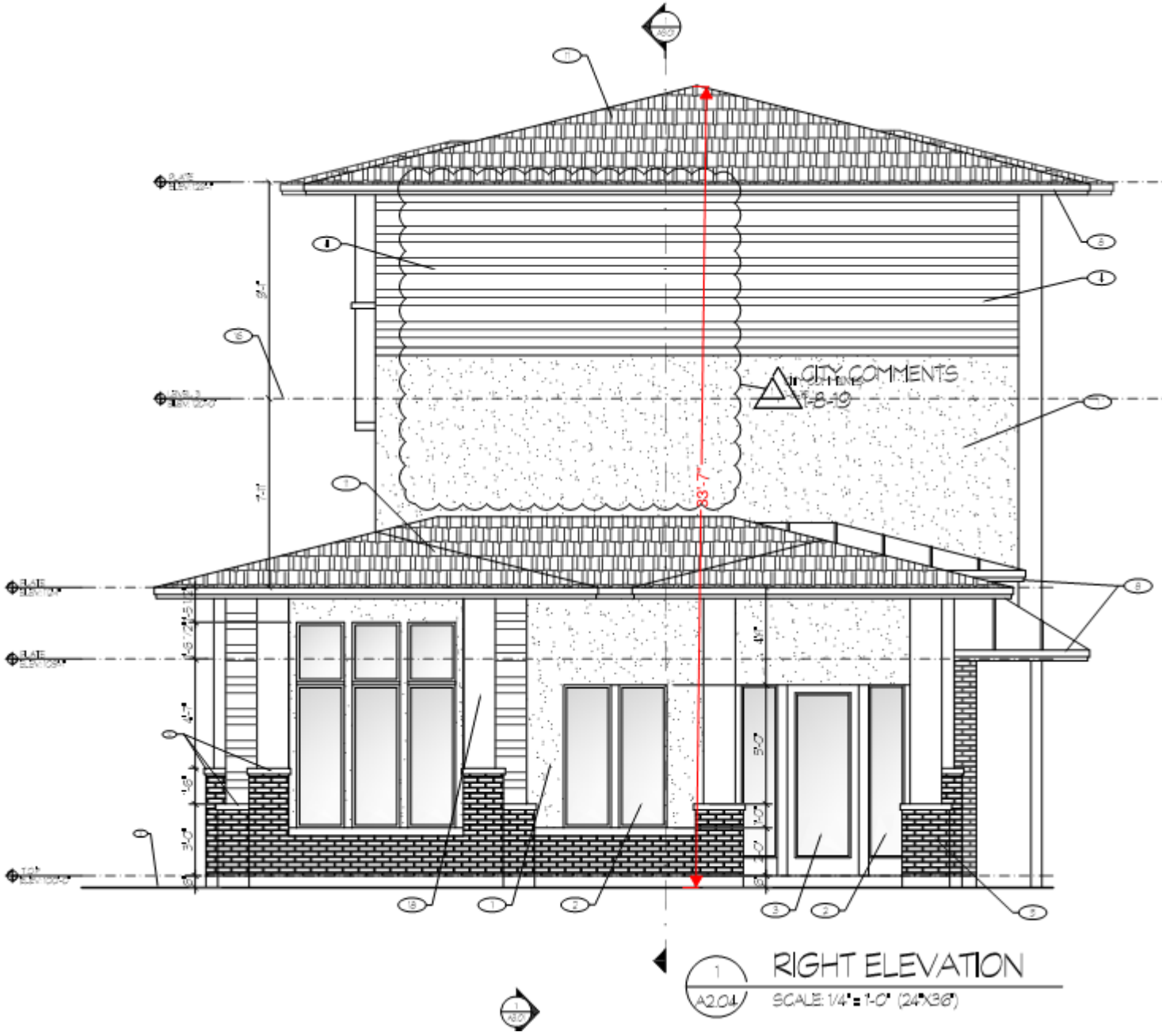
Floor joists: 1.5′

Taller garages and taller residential ceiling heights are more desirable.

Deeper floor joists can help with sound attenuation.

The result is a project, at minimum, of 33 feet, assuming a flat roof.

Roof pitch or parapets require greater height. A decent pitch put this building at 40 feet.



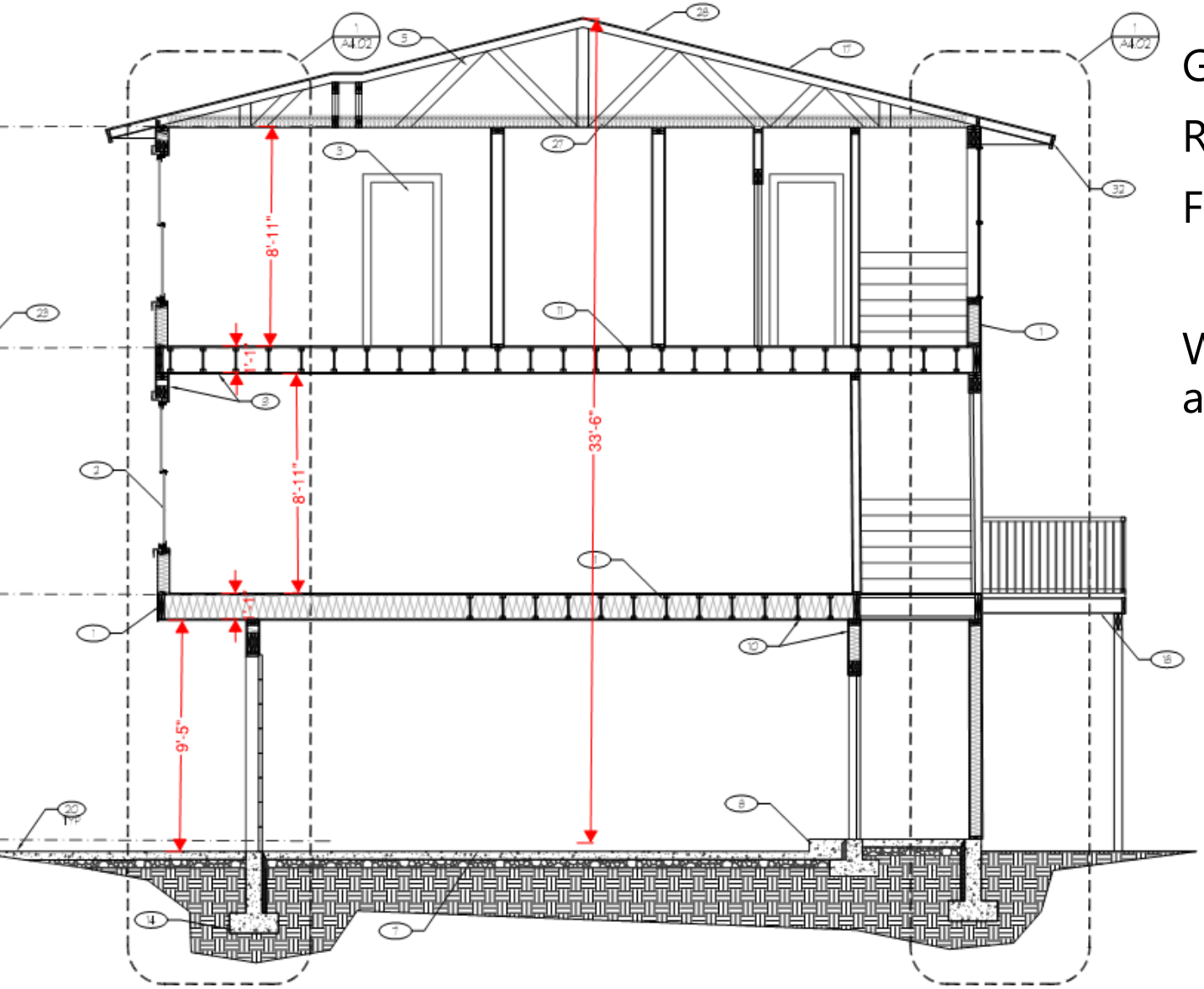
Monarch Townhomes – 3672 South 900 East

Building height: 34 feet

Shallow hip roof.

Commercial component: 12′ ceiling

Monarch Townhomes – 3672 South 900 East

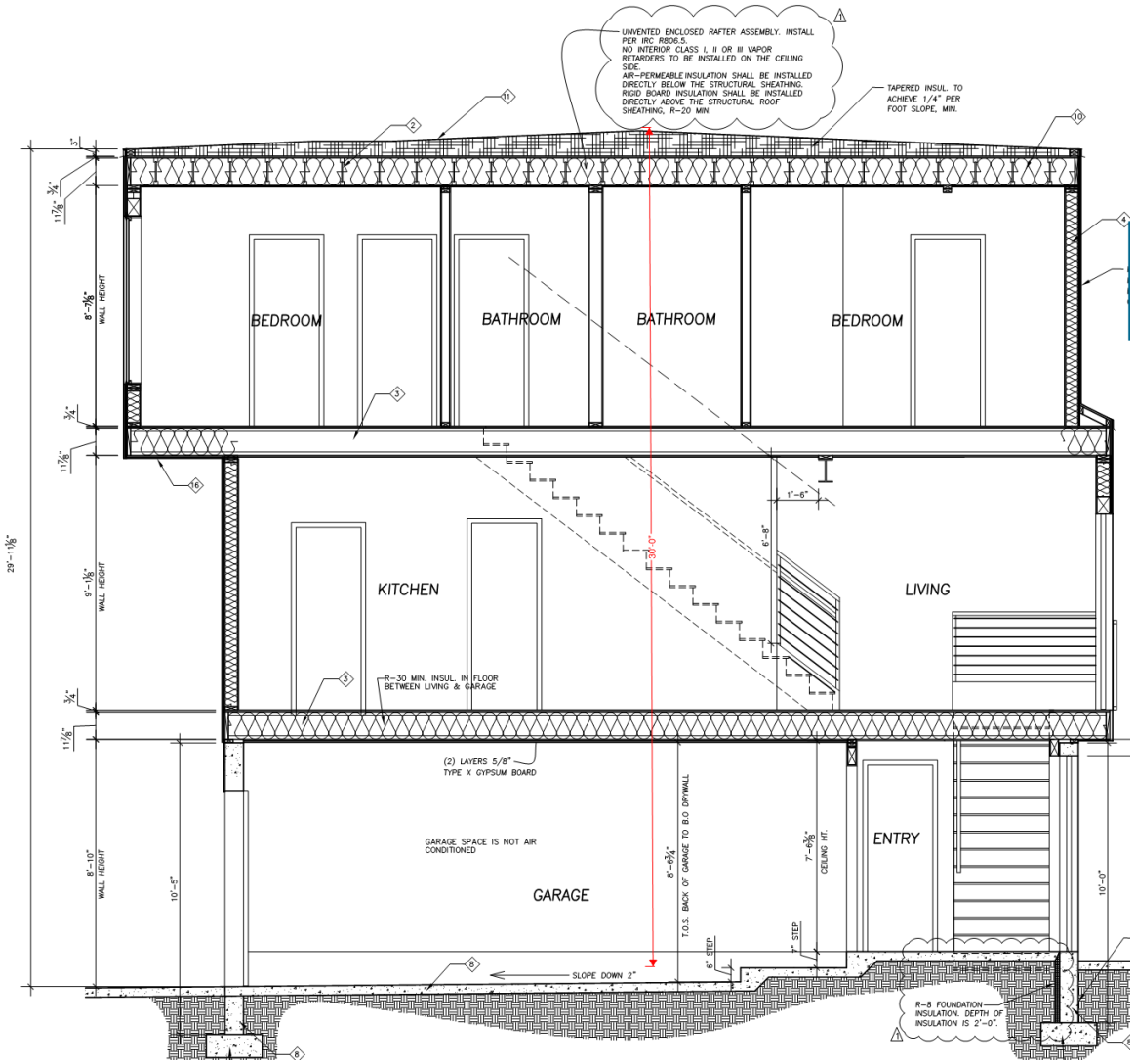


Garage ceiling height: 9.5′

Residential ceiling height: 9′

Floor joists – 1′

With even a shallow pitch, a height of 34′ is accomplished.



Aalto Townhomes – 1642 E 3300 S

Building Height: 30 feet

Garage ceiling height: 8.8’

Residential ceiling height: 9’

Floor joists – 1’

The developer agreed to a maximum height of 30 feet per development agreement. A pitched roof or other articulation is not possible at 30 feet if the goal is to achieve a market-standard residential floor.

The garage height was shortened to accommodate the desired residential ceiling height within the overall height of 30 feet.

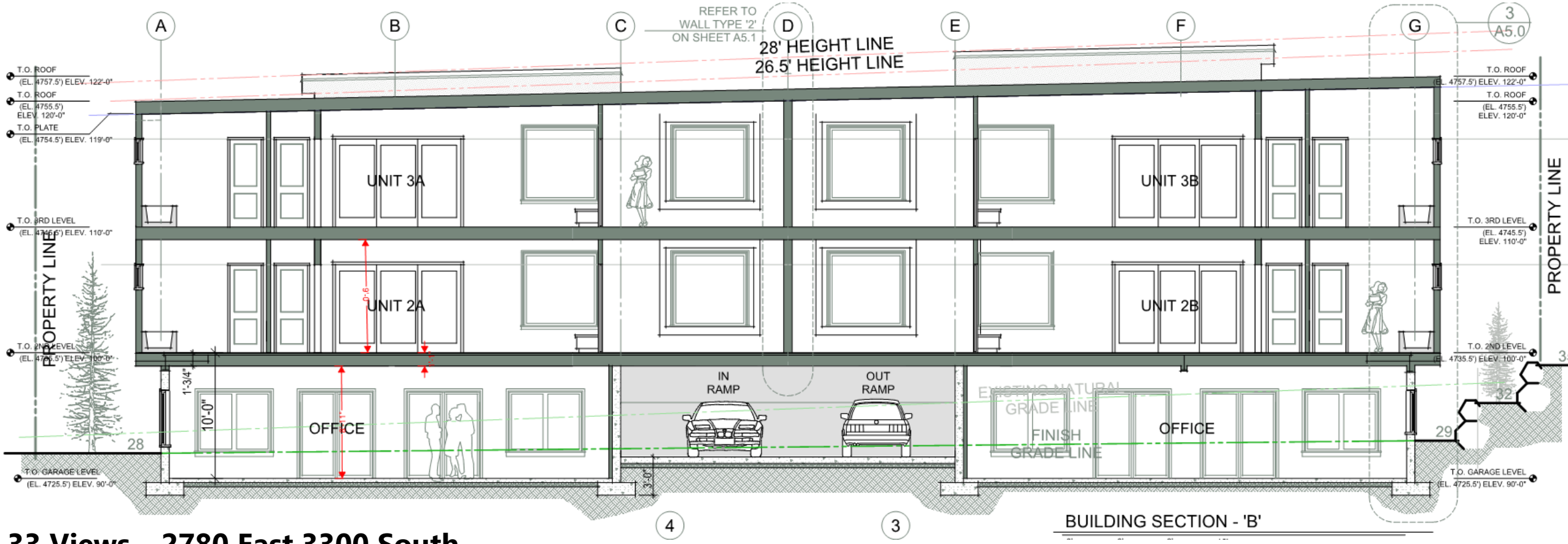
Would a pitched roof have been better on this building?



FRONT ELEVATION

33 Views – 2780 East 3300 South
Building Height: 28 feet, as stipulated by development agreement

This is a mixed use building with ground floor office – but would you know it?



33 Views – 2780 East 3300 South

Residential ceiling heights: 9 feet second floor, and up to 12 feet on 3rd floor.

Floor joists: 1 foot

Commercial ceiling height: 8’11”

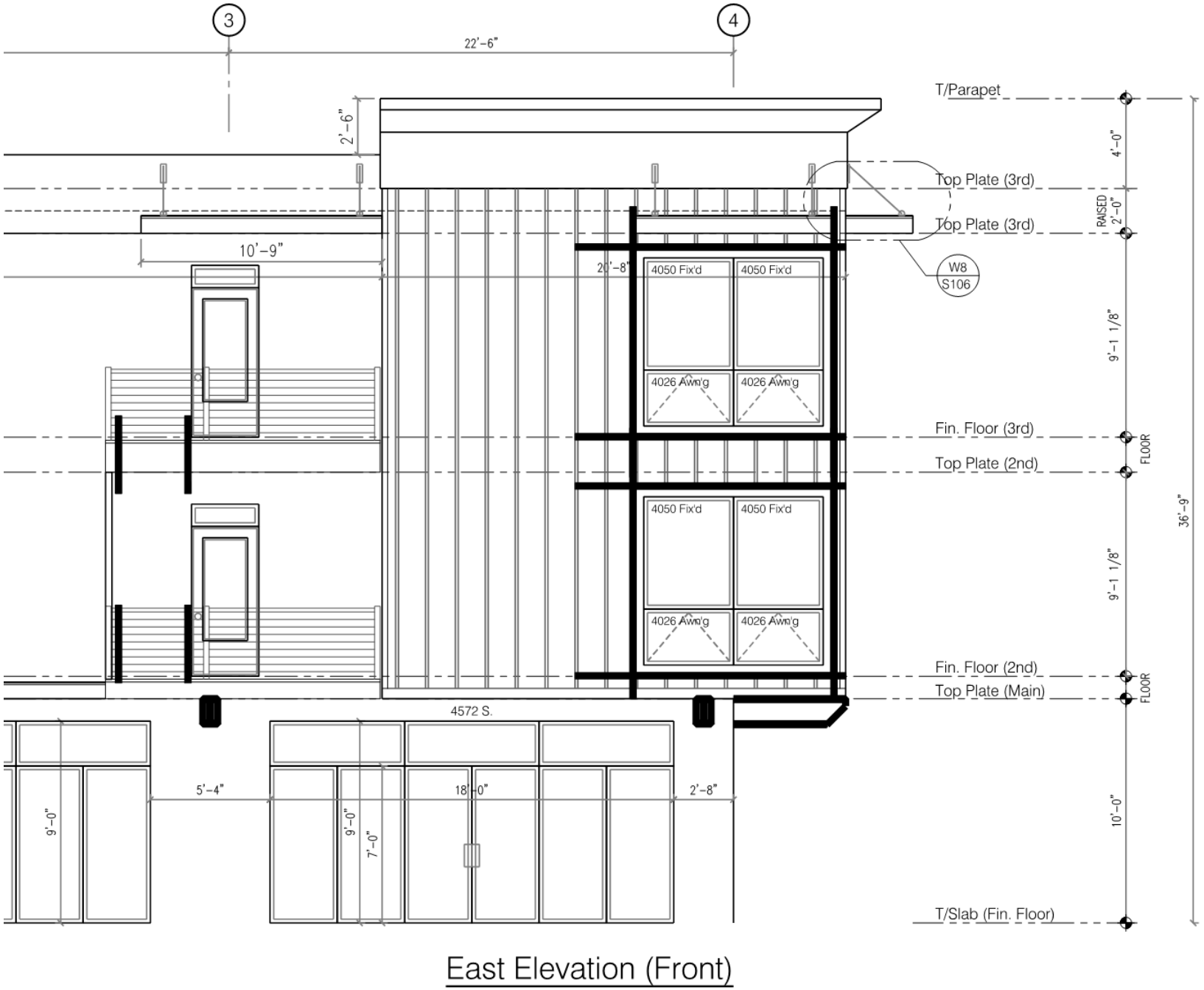
Commercial was buried below grade to accommodate height requirement. Residential ceilings taller than commercial ceilings.

Flat-roofed structure with limited opportunity for articulation.



Arlington Investments – 4600 South 900 East
Building Height: 37 feet

This is a mixed use building that looks like a mixed use building.



East Elevation (Front)

Arlington Investments – 4600 South 900 East

Commercial Ceiling Height: 10 feet

Floor joists: 1’

Residential ceiling height: 9’+

Overall building height: 37’

Why allow Five Feet of additional height on mixed use buldings?

- All things being equal, you can get a three story building at 30 feet. But it will force a flat roof, and may force substandard garage heights or substandard retail spaces.

- Additional height allows for better roof articulation, tall residential ceilings, the possibility of pitched roofs, more functional garages and a retail storefront that is at-grade.

What about a two story limit?

- One option is to limit the overall height to 30 feet, and the overall stories to two, at least in areas within 100 feet of residential. That would encourage pitched roofed two story townhouses that are long and deep, or shallow and wide - (because of the garage). Two stories of stacked flat multifamily housing over covered parking is unlikely, given the costs of the parking.

- Given existing commercial property values and the cost to demolish existing structures, it is unlikely that many obsolete commercial sites would redevelop as mixed use sites if subjected to a two story limit.

- Commercial sites in this situation would remain obsolete until redeveloped or repurposed for another commercial use.

What about a two story limit?

- We did impose a two-story limit in the CCOZ area immediately adjacent to existing single-family, affecting property on the east side of Highland Drive. In this instance, the City Center Master Plan actively encouraged the adaptive reuse of the existing commercial uses along the Highland Drive Corridor in the City Center.

- We’re not convinced that the same desire exists for many of the functionally-obsolete commercial buildings elsewhere in the commercial corridor. Would it make more sense for them to be redeveloped?

What are the proposed changes?

Design standards.

We are proposing a maximum building length of 200 feet, and limits to stucco EIFS or metal siding. Specifically, we are proposing that no more than 20% of a façade can be stucco, EIFS, or metal siding. We are also proposing a 10 foot stepback for buildings taller than 35 feet.

Why?

Currently, there are no such standards in our Commercial zone.

Quality, durable materials make a difference in building appearance. We desire an emphasis on stone or brick.

What are the proposed changes?

What counts as commercial use?

We are proposing that lobbies, leasing offices, required parking, or residential amenities (such as a private gym) **not** count toward the minimum required commercial use.

Why?

Current ordinance is silent on this question. This proposal fulfills the intent of the mixed use concept to have publicly-accessible commercial uses alongside residential uses.

What are the proposed changes?

How much commercial should there be?

Currently, we require a minimum of 40 foot-deep commercial spaces occupy 50% of building frontage. We are proposing flexibility:

40 foot depth with 50% frontage - OR - 30 foot depth at 80% of frontage.

Also, we are proposing that freestanding commercial buildings occupy 30% of the gross ground floor area of the development site.

We could also require a minimum commercial square footage regardless – such as 1,200 square feet. This would be enough to accommodate a small retail shop or restaurant, especially considering our minimum required ground story height.

Why?

Currently, the standards don't address free-standing commercial buildings at all. If a developer desires to do a free-standing commercial building, we need to have a meaningful requirement.

Commercial Characteristics of Previously Considered Mixed-Use Projects under the C Zone Provisions

Project	Address	Commercial Area	Ceiling Height
Lotus Monarch	3672 S 900 E	1,044 sf	12 feet
33 Views	2780 E 3300 S	1,200 sf	8.9 feet
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Note: This list does not include projects approved in the MD or CCOZ zones. They tend to be significantly larger, and they consist of substantially more commercial spaces.

What are the proposed changes?

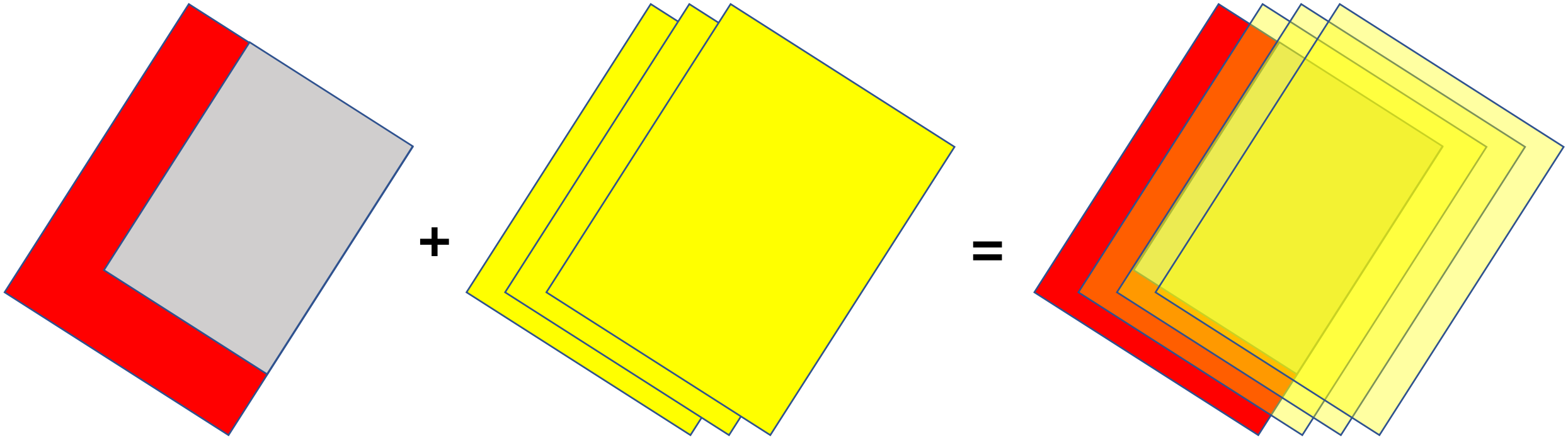
We are proposing two concepts of mixed use.

Currently, mixed use projects presume the use of a vertically-mixed use building, but that is not necessarily the case of all mixed use projects. We are proposing standards for mixed use buildings in a unified site plan.

Why?

Currently, the standards don’t address free-standing commercial buildings at all. Developers have approached staff about free-standing commercial buildings. We want to make sure that free-standing commercial buildings meaningfully contribute to the mixed use concept. Our proposal is that free-standing commercial buildings occupy 30% of the gross ground floor area of the development site, and at least 50% of the frontage.

Typical Configuration of a Vertically-Integrated Mixed Use Building



Ground floor commercial and parking/loading

Residential Floors

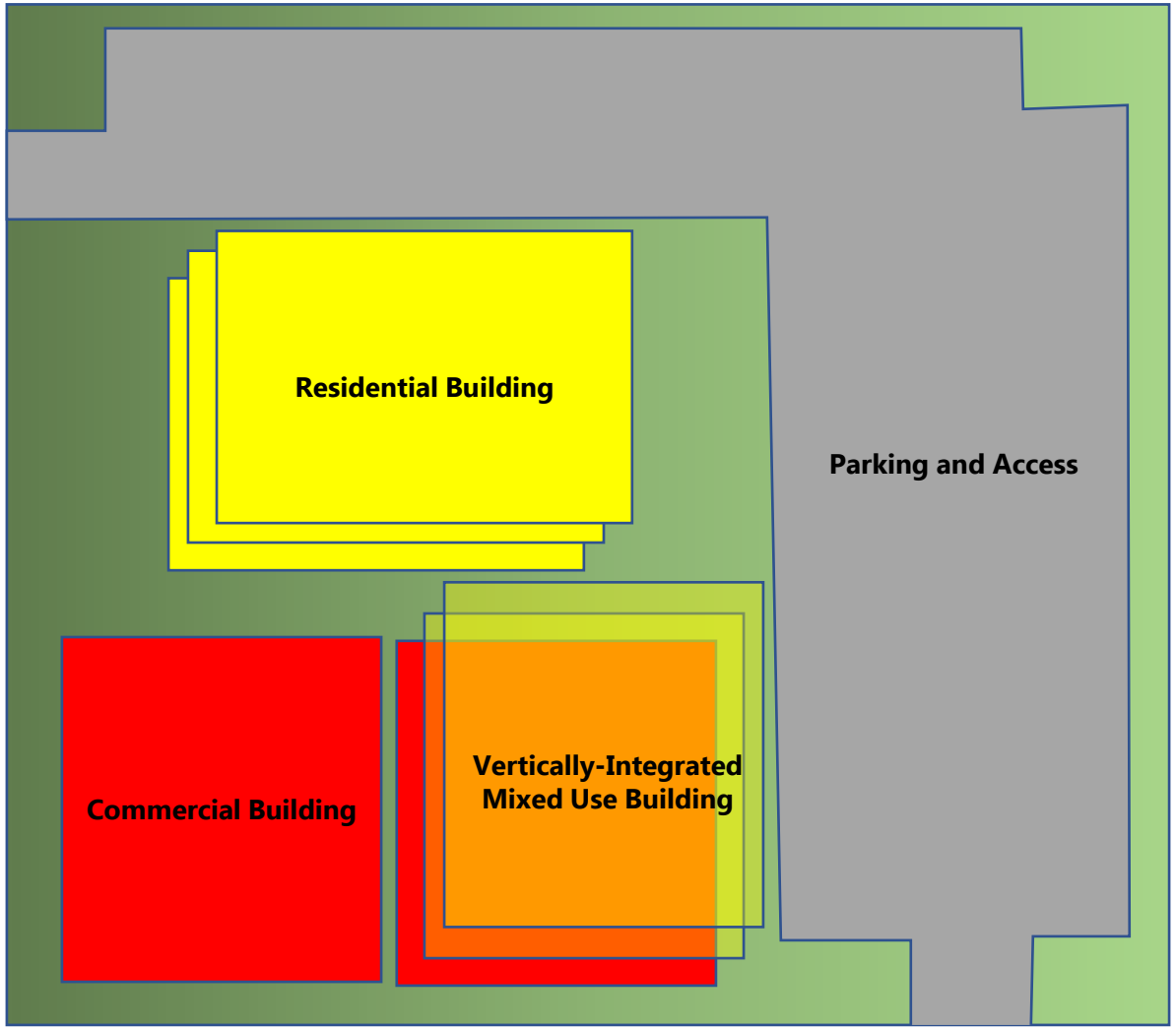
Vertically-Integrated Mixed Use Building



Vertically-Integrated Mixed Use

900 East 900 South, Salt Lake City

Mixed Use in a Unified Site Plan



Mixed use in a unified site plan consists of separate buildings for commercial and residential uses.

A vertically-integrated mixed use building may be a part of a unified site plan.

A unified site plan assumes consistent approaches to lighting, landscaping, signage, design, and materials use.

Commercial uses must occupy at least 50% of the frontage and 30% of the gross ground floor area in the development.



Mixed Use in a Unified Site Plan

2800 South Main Street, South Salt Lake

What are the proposed changes?

We are requiring a more robust application process.

The proposed ordinance includes a pre-application site plan review, prior to qualifying an application for community council and planning commission review. A similar process exists for applications in the CCOZ.

Why?

Staff has learned the hard way that these projects are complicated to review. Given the high expectations on the part of the community for quality mixed use projects, a longer review lead time will result in better clarity and better outcomes.

Why change the ordinance?

- The mixed use form is the most likely redevelopment scenario for our commercial corridors, especially for functionally obsolete sites outside of our city center and Meadowbrook.
- Heightened design standards will result in better looking buildings.
- Frontage and commercial area and ground story height requirements will promote the creation of meaningful commercial spaces along our corridors.
- Updates will produce better outcomes, in the form of mixed use projects with more meaningful commercial uses.

MT. OLYMPUS
Community Council

July 7, 2020

Members of the Millcreek Planning Commission;
Francis Lilly
Planning Director
Millcreek City
3330 S. 1300 E.
Millcreek UT 84106

Dear Members of the Millcreek Planning Commission and Mr. Lilly,

First and foremost, I commend the city for its responsiveness after realizing that maybe the mixed use projects approved under the current commercial zoning ordinances are not generating the results the city intended. As we all know, ordinances are somewhat dynamic and once the initial legislative act is complete, applying the ordinance to private sector objectives and market conditions sometimes creates different results than what was intended. That is the exact situation Millcreek is dealing with on the mixed use zone sections of its commercial zoning ordinances.

Second, I doubt anyone else has been as outspoken as me on the key topic of commercial development within our great city, but we must preserve our commercially viable corridors and sites for these key purposes, even if parts of those economies are rapidly evolving or may be currently in temporary contraction. I have consistently raised concerns over any commercially viable site being redeveloped into a loosely defined "mixed use" project, which appear to follow a trend of producing approximately 95% residential uses and a semi-conscious afterthought of marginally efficient commercial uses. I would encourage the staff and Planning Commission to quantify the projects approved recently to ascertain how many actually built a greater percentage of commercial space than what was required under ordinance. I do not have access to each project file, but I'm willing to bet few if any of these projects built more commercial square footage than the absolute minimum. Why do developers do this? Because, as I've stated ad nauseum to all of you before, developers make the vast majority of their profits on the residential components and are likely losing money on the commercial components. But their motivations to bolster their bottom line is diametrically opposed to the city's objectives of providing goods, services, commercial amenities and a diversified tax base for the area. As a result, I'm not a big fan of the mixed use concept in general.

Third, the General Plan of Millcreek hopes to entice investments that will create a sense of place and meets the needs of surrounding residents within the commercial components of mixed use projects. But has that really happened? I don't think it has, as all of the commercial portions of these projects are only lip-service to this ideal. Is there a way to require these commercial spaces to meet specific needs in the city's General Plan or Master Plans (if

applicable)? For example, I predict about 90% of all “commercial” space will be basic build out of office space that do not meet these objectives (as is illustrated well in staff’s presentation).

So what do we do to change this? Here are a few suggestions that supplement staff’s recommendations:

1. You might increase commercial viability if you had a greater mass of commercial space within these types of projects. Four of the 5 mixed use projects summarized by staff had approximately 1,224 SF of commercial space, on average, but the lowest example only provides 750 SF. Some examples only provided less than a 9 foot commercial clear height. I highly endorse staff’s recommendation on greater clear heights for commercial spaces. Plus, commercial viability might be stronger if developers could consolidate the commercial space in a separate or stand-alone building instead of on the first floor below residential units.

2. Don’t ever assume you will get viable commercial space from a mostly submerged space in a mixed use building. Under no circumstances should the commercial component be satisfied with this “burying” tactic currently under construction on 3300 South. This strategy defeats the objectives of the mixed use ordinance.

3. Do you allow some sort of bonus density or other motivation to provide greater percentages of the site are dedicated to commercial uses on a lot coverage basis? Maybe you consider different ratios of the use allowances if the commercial space is in a free-standing building, which generally tends to increase commercial viability.

4. Do you perhaps allow 2 story commercial structures with narrower depth instead of the required depth under current ordinance? Commercial viability is largely captured in the frontage. So let’s minimize the perceived risk from the eyes of the developer and potentially allow commercial frontage to remain just for that purpose, complemented by residential tucked further into the site.

I support all of the changes that staff recommends in their writeup, and am grateful that the city is rapidly responding to some of the first examples of mixed use projects entitled and built under the current ordinance. But please remember my main and very long-standing message that most developers will push to maximize their profits by maximizing their residential components, along with a parallel effort to minimize their losses by minimizing their commercial components. I will reiterate my belief that the Planning Commission has a duty to also preserve and protect the commercial viability of this city, and the powerful residential development requests are currently chipping away at this critical role of your administrative body. I would also encourage

MT. OLYMPUS
Community Council

you to solicit the city's economic development staff's opinion on these dilemmas which, so far, have not been offered prior to adoption of any ordinance amendments.

Thank you for the opportunity to provide input on this key issue within Millcreek. I look forward to working with everyone on crafting some tangible improvements to the ordinance to ensure Millcreek's future remains very positive and very bright.

Sincerely,



David Baird
Chair, Mt. Olympus Community Council

EAST MILL CREEK
Community Council

July 8, 2020

To: Millcreek Planning Commission
Millcreek Planners

Subject: ZT-20-005 – Commercial Zone Text Amendments

Applicant: Francis Lilly, AICO, Director, Millcreek

During our online discussion in July, in place of a face-to-face meeting, the subject Ordinance Amendments were discussed.

We appreciate and agree with the revisions being made; that there is more clarity/specifics, items noted:

- don't see a problem with the max height increasing with a 12 foot ground floor requirement
- agree with changes to the frontage and lot coverage requirements
- appreciate that we're getting into architectural features/requirements; this has been a problem in the past where there we none specified and we've gotten some 'interesting' exterior designs and colors.

One item: please clarify the exclusion, page 3, of leasing offices? Isn't that a business or do we need a definition of it.

/s/
Nancy Carlson-Gotts Chair

Cc: Francis Lilly
EMCCC members

PLANNING COMMISSION RECOMMENDATION DRAFT – 18 AUGUST 2020

19.04.348 Mixed Use

General retail, office, and residential uses ~~sharing~~ vertically integrated in the same building or in a unified site plan that features consistent approaches to lighting, landscaping, signage, building design, and materials use.

19.04.XX Gross Floor Area

"Gross floor area" is the total floor area contained within a building measured to the external face of the external walls.

Chapter 19.60 COMMERCIAL ZONES

19.60.010 Purpose Statements
19.60.020 Permitted And Conditional Uses
19.60.030 Prohibited Uses, Limitations, And Special Requirements
19.60.040 Accessory Uses
19.60.050 Bulk And Yard Regulations
19.60.060 Special Regulations For Commercial Zones
19.60.070 General Standards Of Applicability

19.60.010 Purpose Statements

1. Purpose of C-1 Commercial Zone. The purpose of the C-1 Commercial Zone is to provide areas for lower intensity neighborhood commercial development that accommodates the everyday needs of nearby residents. Such zones do not usually generate traffic from regional markets.
2. Purpose of C-2 Commercial Zone. The purpose of the C-2 Commercial Zone is to provide areas for larger-scale community commercial development. Such zones cater to regional markets and generate traffic from a much larger regional area.
3. Purpose of C-3 Commercial Zone. The purpose of the C-3 Commercial Zone is to provide areas for other commercial uses with the potential for greater impacts, and to act as a transition to other zoning districts such as manufacturing or areas with major traffic congestion such as State Street.

19.60.020 Permitted And Conditional Uses

1. Due to the greater potential for detrimental effects, permitted uses in the C-1, C-2 and C-3 zones over one acre in size shall follow the conditional use procedure in MKZ 19.84.
2. Table 19.60-1: Commercial Zoning Districts Permitted and Conditional Uses lists permitted and conditional uses for the commercial zoning districts. "P" indicates that a use is permitted within that zoning district. "C" indicates that a use is a conditional use in that zoning district and a conditional use permit shall be obtained as required in MKZ 19.84. No letter (i.e., a blank space), or the absence of the use from the table, indicates that use is not a permitted use nor a conditional use within that zoning district. Uses may be subject to additional restrictions and limitations found in MKZ 19.60.030 PROHIBITED USES, LIMITATIONS.

TABLE 19.60-1

USES	C-1	C-2	C-3	SPECIFIC USE STANDARDS
Indoor or outdoor archery range		C	C	
Residential facility for the elderly or persons with a disability, assisted care facility nursing facility	P	P	P	
Hotel, Motel, Bed & Breakfast	C	C	C	No Hotel or Motels are allowed in the C-1 zone
Public, quasi-public use, and Civic uses	P	P	P	Not including private schools
Transit Station		P	P	
Hospital and all other medical, dental facilities		P	P	
School, public, charter, private	P	P	P	
Neighborhood Retail	P	P	P	No commercial building over 20,000 square feet is allowed in the C-1 zone. In addition, no business in the C-1 zone shall occupy a space greater than 5000 square feet.
General Retail and Entertainment		C	C	See table 19.60-2 for additional limitations
Retail Food Trucks, Farmers Market including vegetable stands	C	C	C	As an accessory use on private property and not within a front or side yard setback. On-street locations may be allowed on a non-UDOT street in a C-2 and C-3 zone.

Drive up uses with outside order windows or structures, such as restaurants, banks, etc.		C	C	No order window or structure is allowed within 150' of a residential use. Speakers to be oriented away from adjacent uses.
Neighborhood Service	P	P	P	See definition
General Service	P	P	P	See definition
Vehicle Service and repair		C	P	
Office	P	P	P	
Mixed Use (commercial, or office and/or residential use within the same building or located adjacent within a unified site plan)		C	C	~~Commercial uses are required for at least 50% of the ground floor facing a public street. This commercial space shall have a minimum depth of 40'. 24 hour on-site management required for projects with 50 or more residential units.~~ Mixed use allowed subject to requirements of this chapter.
Commercial parking lot and/or garage		C	C	Parking garages shall include non-residential uses for at least 75% of the ground floor facing a public street.
Fireworks		C	C	Temporary stands to be located on private property and subject to the Uniform Fire Code

19.60.030 Prohibited Uses, Limitations, And Special Requirements

Notwithstanding the permitted and conditional uses in TABLE 19.60-1 and other ordinances found in this Title, the following specific prohibitions and/or limitations apply:

Table 19.60-2

USES	SPECIFIC USE LIMITATIONS OR SPECIAL REQUIREMENTS
Detention facility/jail as a principal use	Not allowed

Indoor and/or outdoor gun ranges	Not allowed
Outside storage within view of the street or in any front or side yard facing a street.	Storage that is not considered "display". Includes storage containers. Such storage requires a minimum 6' opaque fence.
Displays (products held for sale) over five feet in horizontal distance from the main building.	Not allowed
Equipment, car or truck rental	Not allowed in the C-1 zone
Commercial wireless communication facilities	Only stealth type towers and accessory structures are allowed in the C zones
Drive-Up uses with outside order windows	Not allowed as part of a vertically-integrated mixed use development or a mixed use development in a unified site plan.
Outdoor kennel	Not allowed in a C-1 zone or within 300' of a residential use
Sexually oriented businesses	Subject to MKZ 19.91.11 and not allowed in the C zones
Pawnshop, smoke shops and related products, and retail tobacco as the principal use (see note 1)	Not allowed in a C-1 zone or within 300' of an arterial/major intersection in the C-2, C-3 zones and not within 2640' of an established substantially similar business.
Tattoo businesses (see note 1)	Not allowed in a C-1 zone or within 300' of an arterial/major intersection in the C-2, C-3 zones and not within 500' of an established substantially similar business.
Licensed Massage Therapy Practices	Allowed, subject to the following requirements: 1. Each Licensed Massage Therapist who is not an employee of the business licensee shall have a Millcreek business license; and 2. The premises shall not be used for any conduct that violates Section 58-47b-501 of the Utah Massage Therapy Practice Act (2013) or sexual conduct that violates Title 76 of the Utah Criminal Code.
Reiki as a principal use	Not allowed
Sale of lease of new or used vehicles of all types, moving trucks, watercraft, mobile	Not allowed in C-1, C-2 zones. 20,000 square foot minimum lot size including an on-site office is required.

homes, travel trailers, campers, motorcycles and other recreational vehicles	
Secondhand stores including general merchandise, precious metal dealer/processor and/or precious gem dealer, military surplus	Limited to a maximum of 2500 square feet in a C-1 zone and 10,000 square feet in a C-2 zone.
Self-storage facility of all types, including mini-storage units, neighborhood storage and temperature controlled storage facilities (see note 1)	Not allowed in a C-1 zone and not within 300' of an arterial intersection in C-2, C-3 zones or within 1,320' of an established substantially similar business, no additional facilities allowed on 3300 South, and no additional facilities allowed east of 2300 East on 4500 south and 3900 South
Taxicab and/or Limousine business	Not allowed in a C-1 zone
Tavern, as defined by State Code	Not allowed in a C-1 zone
Sororities and fraternities	Not allowed
Manufactured Home park or manufactured home subdivision	Not allowed
Short term ("payday", "car" title, check cashing and similar) ~~load~~ loan service (see note 1)	Not allowed in the C-1 zone and not within 300' of an arterial intersection or within 2640' of an established substantially similar business. See MKC 5.13.030 Business Licensing for additional restrictions.
Flea markets, swap meets	Not allowed in the C-1 zone
Outdoor commercial recreation, outdoor commercial amusement, or outdoor commercial entertainment	Not allowed in the C-1, C-2 zones and not allowed within 150' of a residential use or zone. This limitation excludes outdoor music as per MKZ 19.60.060 A.1.
Recreational vehicle campgrounds	Not allowed in the C-1, C-2 zones
Impound, Vehicle Recycling, and/or junk yards	Not allowed in the C zones
Short-term rentals	Not allowed unless part of a mixed use development

TABLE 19.60-2: NOTES:

1. Arterial intersections are defined as those major intersections where Murray-Holladay Rd., 4500 S, 3900 S, and 3300 S intersect with 300 W, West Temple, Main Street, State Street, 500 East, 700 East, 900 East, 1100 East, 1300 East, Highland Drive, 2000 East, 2300 East, 2700 East, and Wasatch Boulevard. Distance is measured as a radius from the applicant's nearest property line to the arterial intersection ROW line and/or to the property line of the nearest substantially

similar business. Any overlap of the radius onto the applicant's property excludes the entire property.

19.60.040 Accessory Uses

Accessory uses and structures shall be subordinate/incidental to the main use and structure. Other than food trucks such uses shall not be allowed in the front or side yards facing a street.

19.60.050 Bulk And Yard Regulations

Bulk and Yard Regulations establishes bulk and yard regulations for the commercial zoning districts.

Table 19.60-3 BULK & YARD REGULATIONS FOR COMMERCIAL USES

	C-1	C-2	C-3
MINIMUM LOT AREA	None required	None Required ~~#1~~	None Required ~~#1~~
MINIMUM LOT WIDTH	None Required	None Required ~~#2~~	None Required ~~#2~~
MAXIMUM BUILDING HEIGHT, including fire walls, parapets, skylights, towers, steeples, flagpoles, shade structures, and all other architectural features.	~~30~~ 35 Feet, subject to height transition requirements.	~~40*~~ 45 Feet, subject to height transition requirements.	~~40*~~ 45 Feet, subject to height transition requirements.
MAXIMUM LOT COVERAGE	~~80~~ 70 Percent	80 Percent ~~Mixed Use: 60 Percent with a minimum 40 percent open space~~	80 Percent ~~Mixed Use: 60 Percent with a minimum 40 percent open space~~
MINIMUM BUILDING HEIGHT	1 story	1 story~~, See Footnote 5~~	1 story
MINIMUM FRONT YARD	20 Feet	~~Mixed Use: 25 Feet Other Uses;~~ 20 Feet. ~~See Footnote 4.~~	~~Mixed Use: 25 Feet Other Uses;~~ 20 feet. ~~See Footnote 4.~~
MINIMUM REAR YARD	If located adjacent to ~~residential zoning~~ residential zone boundary, 25 feet, otherwise ~~non~~ not required	~~Mixed use: 25' If located adjacent to residential zoning, 25 feet, otherwise non required~~ If located adjacent to a residential zone boundary 25 feet, otherwise not required	~~Mixed Use: 25' If located adjacent to residential zoning, 25 feet, otherwise non required~~ If located adjacent to residential zoning, 25 feet, otherwise not required

MINIMUM INTERIOR SIDE YARD	If located adjacent to ~~residential zoning~~ residential zone boundary, 10 feet, otherwise ~~non~~ not required	If located adjacent to ~~residential zoning~~ residential zone boundary, 10 feet, otherwise ~~non~~ not required	If located adjacent to ~~residential zoning~~ residential zone boundary, 10 feet, otherwise ~~non~~ not required
MINIMUM CORNER SIDE YARD	20 Feet	20 Feet	20 Feet
ACCESSORY STRUCTURES: REAR AND INTERIOR SIDE YARD	1 Foot	1 Foot	1 Foot
ACCESSORY STRUCTURES: REAR AND INTERIOR SIDE YARD WHEN ABUTTING RESIDENTIAL USE	10 Feet	10 Feet	10 Feet

Table 19.60-4 BULK & YARD REGULATIONS FOR VERTICALLY-INTEGRATED MIXED USE BUILDINGS AND MIXED USE DEVELOPMENTS IN UNFIED SITE PLANS

	C-2	C-3
MINIMUM LOT AREA	21,000 square feet	21,000 square feet
MINIMUM LOT WIDTH	None Required, subject to minimum frontage requirements.	None Required, subject to minimum frontage requirements.
MAXIMUM BUILDING HEIGHT, including fire walls, parapets, skylights, towers, steeples, flagpoles, shade structures, and all other architectural features.	45 feet, subject to height transition requirements	45 feet, subject to height transition requirements
MINIMUM NUMBER OF STORIES	2	2
MAXIMUM NUMBER OF STORIES	4, subject to height transition requirements	4, subject to height transition requirements
MAXIMUM LOT COVERAGE	70 percent	70 percent
MAXIMUM BUILDING LENGTH	200 feet	200 feet

MINIMUM FRONT YARD	25 feet, subject to 19.60.060 (C)(12)	25 feet, unless reduced per MKC 19.77.050
MINIMUM REAR YARD	25 feet	25 feet
MINIMUM INTERIOR SIDE YARD	None required, unless subject to residential zone boundary setback	None required, unless subject to residential zone boundary setback
Minimum Interior Side Yard Setback, where subject property shares a side property boundary with an R-1, R-2, R-4, A-1, or A-2 Zone Boundary	10 feet	10 feet
MINIMUM CORNER SIDE YARD	20 Feet	20 Feet
ACCESSORY STRUCTURES: REAR AND INTERIOR SIDE YARD	1 Foot	1 Foot
ACCESSORY STRUCTURES: REAR AND INTERIOR SIDE YARD WHEN ABUTTING RESIDENTIAL USE	10 Feet	10 Feet

~~*Greater height may be granted up to a maximum of 75 feet by the Planning Commission through an evaluation of terrain differences, views, and the heights of buildings that are immediately adjacent to the proposed building in comparison to the proposed building. Higher building requests shall only be considered if they are mixed use or exclusively office uses, exceed the building design standards of this ordinance, include a 10' usable setback between the second and third floors, provide an additional 10' front yard setback as a public space adjacent to the ROW, and not exceed the lot coverage requirement. Based on the above evidence provided by the applicant, the Planning Commission will determine if the proposed height is acceptable and that such height will not create reasonably anticipated detrimental effects on adjacent properties. This flexibility is only allowed in the Meadowbrook area including State Street, and the Highland Drive and 13th East areas along 3300 S and within a 500' radius of those intersections.~~

~~TABLE 19.60-3: NOTES:~~

1. ~~For mixed use buildings containing residential dwellings, no minimum lot area is required per unit, but a development site must consist of at least 21,000 square feet to be eligible for a mixed use building containing residential dwellings.~~
2. ~~Mixed use buildings containing residential dwellings must include residential amenities per the requirements established in MKZ 19.44.050.~~
3. ~~For mixed use buildings containing residential dwellings, no minimum lot width is required.~~
4. ~~For the purposes of this chapter, where setbacks are measured from a right-of-way containing a fully improved sidewalk, setbacks from a right of way shall be measured from the edge of the sidewalk that is closest to the front facade of the building. Where fifty percent or more of the lot frontage is developed, the front yard shall not be less than the average of the existing buildings, but in no case less than fifteen feet.~~

5. ~~For any development adjacent to an R-1, R-2, R-4, A-1, or A-2 zone ("residential zone"), the maximum height for structures within 100 feet of a residential zone shall not exceed 30 feet.~~
6. ~~Multi-family residential developments may include rooftop gardens or patios provided the rooftop garden or patio is set back a minimum of 100 feet from the property line.~~
7. ~~For "automobile service station" uses, gasoline pumps shall be set back not less than twenty-four feet from any street property line, and not less than thirty feet from any residential zone boundary line. If the pump island is set at an angle on the property, it shall be so located that automobiles stopped for service will not extend over the property line. In addition, canopies constructed to provide a weather shield over gasoline pump islands shall be set back not less than 4' feet from any required setback.~~
8. ~~Notwithstanding contrary definitions found in MKZ 19, building height is measured from the natural grade original ground surface to the highest point of the roof.~~

19.60.060 Special Regulations For Commercial Zones

A. General Conditions in the C-1 Zone. Stores, shops or businesses in C-1 zones shall be retail or neighborhood service establishments only, and shall be permitted only under all of the following conditions:

1. Business shall be conducted wholly within an enclosed building, except for the parking and servicing of automobiles, and service to people in automobiles, except that any type of restaurant may have outdoor dining. Outdoor music associated with the restaurant, shall comply with the Salt Lake County Health Department Noise ordinance.

2. All products, whether primary or incidental, shall be sold at retail on the premises.

B. Business Uses and Conditions in the Commercial Zones shall be free from objectionable and unreasonable odor, dust, smoke, noise, vibration, or similar problems.

C. Design Standards for C-1, C-2, C-3 zones

1. **Entrances and Windows.** Commercial and residential entrances ~~Entrances~~ to the first floor of commercial and mixed use buildings shall front on the street. On double or triple-frontage lots, entrances are required where the greatest amount of pedestrian traffic is anticipated, but in all cases must front on a street. Windows shall ~~make up~~ constitute at least 50~~%~~ percent of first floor street-facing facades, and windows shall be at least 50% transparent. On double or triple-frontage lots, living screens may replace up to 50% of the window requirement for the façade along the lowest anticipated pedestrian traffic frontage. Windows shall constitute at least 25 percent of all upper story street-facing facades. ~~Top floors shall have architectural differentiation from the other floors in the building.~~

2. **Frontage.** For the purposes of this chapter, any façade that is within 60 degrees of the property frontage along a street as defined in MKC 19.04.260 is deemed to front the street.

3. No more than one row of parking is allowed between the building(s) and the street within 300' of any major intersection. No parking is allowed between the street and the

building in any town center area.

4. Corner lots are ~~deemed~~ considered to have two front yards.

5. **Build-To-Line.** The front yard setback is the build-to-line within 300' of any arterial/major intersection (see MKZ 19.60.030 Prohibited Uses, Limitations And Special Requirements for the definition of an arterial /major intersection). At least 50 percent of the front elevation of the building(s) must be built within 10 feet of the build-to-line ~~or as approved by the Planning Commission~~. A build-to-line is defined as the line at which construction of a building facade is to occur on a lot, running parallel to the front property line, and ensuring a uniform ~~(or more or less even)~~ or consistent building facade line on the street. Build-to-lines may not encroach upon the front yard setbacks established in this Chapter.

~~6. Landscaping along the street shall comply with this chapter and MKZ 19.77.~~

7. Signage for commercial or office uses is defined in MKZ 19.82.

8. Garbage and Recycling. The development shall be designed to accommodate and efficiently manage the collection, storage, and removal of garbage in harmony with the neighborhood so as to minimize detrimental effects of the collection, storage, and removal on any residence within the development or abutting neighborhoods. If dumpster enclosures are provided for the development, no refuse dumpster or dumpster enclosure structure shall be located closer than 10 feet to any perimeter property line. Enclosure structures must have a minimum of four sides that reflect or emulate the materials, design, and quality of the overall development. All developments shall provide recycling services.

9. Parking (MKZ 19.80) for Mixed Use developments may be reduced based on a traffic study by a qualified transportation engineer.

10. **Building Materials.** Exterior materials of a durable or resilient nature such as brick, stone, stucco, prefinished panel, composite materials, or other materials of similar quality, hardiness, and low maintenance characteristics shall be used. No single material is allowed to exceed 50 percent on all street-facing facades, excluding windows. Windows are not allowed to be less than 50% of the gross street-facing facade square footage. Other materials may be considered for soffits, or as an accent or architectural feature. Twenty-five year guarantee, architectural shingles and/or other longer lasting roof materials are required. Stucco, EIFS, unfinished concrete, or metal siding shall comprise no more than 20 percent of any façade visible from a street or from an abutting property that is located in an R-1, R-2, R-4, A-1, or A-2 zone. A change of materials is required between the ground story and all upper stories.

11. **Building Massing and Façade Articulation.** All buildings shall be designed to have at least three of the following:

a. Visual breaks along the street-facing façade such as horizontal articulation in the plane of the façade by at least 2 feet.
b. Change in height at the top of the building by at least 10 feet for every 30 feet of façade length.
c. Changes in materials, color, texture or pattern for greater than 50 percent of the building facade.
d. Indentations/recesses at least 5 feet in depth along the street facing facades at 50-foot intervals.
e. Unless required as a stepback, usable terraces (a larger balcony intended as a private resident leisure space or commercial leisure space) at least 10 feet in depth along the street facing facades.
f. Columns or pilasters with a minimum 4-inch horizontal depth from the plane of the façade and spaced at a minimum interval of 50 feet.
g. Vertical landscaping on trellises attached to the wall that cover at least 20 percent of a wall facing a street.
h. Stepbacks where not otherwise required.

12. **Setbacks.** For the purposes of this chapter, where setbacks are measured from a right-of-way containing a fully improved sidewalk, setbacks from a right of way shall be measured from the edge of the sidewalk that is closest to the front facade of the building. Where fifty percent or more of the adjacent lot frontage is developed, the front yard setback shall not be less than the average of existing buildings located within 300 feet on the same side of the street, as measured in both directions from the center point of the frontage to be developed, but in no case less than fifteen feet.

13. **Stepbacks along Streets, Property Frontages, and Residential Zone Boundaries.** Buildings greater than 35 feet in height shall have a 10 foot stepback between the first or second and third stories.

14. **Landscaping on Public Right-of-Way.** Where a development is adjacent to a public right-of-way, a permanent open space shall be required along any front, side, or rear yard adjacent to said right-of-way. This area shall be kept free of buildings and structures (except fences, as per MKZ 19.77.050, and approved by the Planning Commission), and permanently maintained with street trees and other landscaping, screened or protected by natural features, as per MKZ 19.77. If such areas are the result of double frontage lot designs with inadequate access to the street, such areas shall be landscaped as per MKZ 19.77 with a minimum of a five foot landscaped area next to the public ROW. Fences shall not be located within this five foot landscaped area. Aesthetic entrance features are encouraged. Additional landscape treatments or buffers may also be required with width and landscaping specifications as per MKZ 19.77. Double frontage lots with parking lots adjacent to the street may substitute a screen wall a minimum of 3' in height for this fencing requirement.

15. **Street Trees.** Street trees are required in planting areas or tree grates every 40 feet, depending on tree type, on center and within 15 feet of back of curb along the street.

Trees must be 2-inch minimum caliper canopy type, at least 30 feet in height at maturity and maintained with a limb clearance of 8 feet above the ground. A Street Tree planting plan is required, which may modify the minimum separation requirement above, depending on the width of the tree canopy at maturity.

16. Perimeter Fencing. Fencing is required for non-residential uses and mixed use developments located adjacent to residential uses. Acceptable fencing materials include architecturally designed brick, stone, or block, or pre-cast concrete. Fencing with materials using composite products, wrought iron, wood, or vinyl may be allowed with a minimum two foot wide, six foot tall brick or stone pillars spaced every ten feet on center. Unless otherwise allowed by the Planning Commission, exterior fencing along a public right of way shall be limited to brick, stone, or block, or pre-cast concrete and be setback a minimum of 5 feet from the property line to allow for a landscaping buffer designed in accordance with MKZ 19.77 to soften long expanses of walls. ~~Interior fencing shall comply with MKZ 19.78.030(11) (f).~~

17. **Lighting.**

    a. Interior Street Lights. Street and pedestrian lighting for streets on the interior of the development is required. All lighting fixtures shall be directed downward with mechanisms to prevent dark sky illumination. The applicant must submit a photometric plan for review which indicates the type and location of lights in relation to the development and designed for pedestrian safety. Minimum Average Foot-Candles for interior streets shall be shall be 0.3 and the fixture height shall not exceed 25 feet. No on-site light poles may be located closer than 10 feet from the public right of way.

    b. **Dark Sky Compliant Lighting Required.** All lighting fixtures shall be directed downward with mechanisms to prevent dark sky illumination.

18. Access between uses. Vehicular and pedestrian access between uses that does not force vehicles out to the adjacent street is required.

19. Reduced Setback Provisions. Front yards may ~~also~~ be reduced based on enhanced landscaping as per section MKZ 19.77.050. Where a front yard setback is reduced below 20 feet per MKZ 19.77.050, a ten foot stepback is required between the first story and upper stories of the building, subject to the limits established in Section 12 above.

20. **Utilities**. All utilities shall be located underground. Utility equipment shall be screened from view. Overhead telephone, cable, fiber optic, or transmission power lines must be located underground.

21. **Height Transition Requirements.** For any development adjacent to an R-1, R-2, R-4, A-1, or A-2 zone ("residential zone"), the maximum height, as measured per Table 19.60-3, for buildings or structures within 100 feet of a residential zone boundary shall not exceed 35 feet. No vertically-integrated mixed use building or commercial building

within 100 feet of a residential zone boundary may have more than two stories.

22. **Design Standards for Gasoline Pumps.** For automobile service station uses, gasoline pumps shall be set back not less than twenty-four feet from any street property line, and not less than thirty feet from any residential zone boundary line. If the pump island is set at an angle on the property, it shall be so located that automobiles stopped for service will not extend over the property line. In addition, canopies constructed to provide a weather shield over gasoline pump islands shall be set back not less than 4' feet from any required setback.

23. **Measurement of Building Height.** Notwithstanding contrary definitions found in MKZ 19, building height is measured from the natural grade original ground surface to the highest point of the roof, including firewalls, parapets, skylights, towers, steeples, flagpoles, shade structures, and all other architectural features.

D. Additional Requirements for Vertically-Integrated Mixed Use Buildings and Mixed Use Developments in Unified Site Plans. Mixed use buildings and developments that contain residential uses must comply with the bulk and yard requirements and design standards listed in this chapter, and with the standards listed in this section:

1. **Mixed Use Configuration.** Mixed Use Buildings and Developments that Contain Residential Uses must be configured in one of the following manners:

    a. **Vertically-Integrated Mixed Use.** A vertically-integrated mixed use development containing residential uses consists of a building or buildings with commercial uses on the ground story with residential uses on upper stories.

    b. **Mixed Use in a Unified Site Plan.** A mixed use development in a unified site plan consists of separate residential and commercial or vertically-integrated mixed use buildings in a site plan that features consistent approaches to lighting, landscaping, signage, building design, and materials use. For mixed use projects consisting of separate residential and commercial buildings in a unified site plan, commercial uses must comprise at least 30 percent of the gross ground story floor area identified on the site plan, and must occupy at least 50 percent of the of the building frontages along a right-of way. Vertically-integrated mixed use buildings in a unified site plan shall meet the requirements of vertically-integrated mixed use buildings, and shall abut a public right-of-way. Residential buildings in a unified site plan shall follow the requirements of multifamily residential buildings established in MKC 19.44.050 (13), (14), or (15).

2. **Minimum Frontage Requirement.** In order to qualify for a mixed use building or development that includes residential uses, the development site must have at least 100 feet of frontage along a major collector, minor arterial, or other principal arterial road as identified in the Roadway Functional Classification Map of the Millcreek Transportation Master Plan.

3. **Balconies or Patios.** At least 60 percent of residential units shall have a private outdoor space in the form of a balcony and/or patio with a minimum of 60 square feet with a minimum 5 foot depth. Each ground floor patio shall have a privacy fence at a depth and height sufficient to provide meaningful privacy from adjacent residents.

4. **Rooftop Gardens and Rooftop Patios.** For any development adjacent to an R-1, R-2, R-4, A-1, or A-2 zone ("residential zone"), rooftop gardens or rooftop patios are prohibited within 100 feet of a residential zone boundary, unless the rooftop garden, patio or amenity space is not located above the highest occupied floor of a building, or is obstructed from view from the zone boundary by at least 20 feet of occupied floor space.

5. **Ground Story Use Requirements.** The ground floor of any vertically-integrated mixed use building or a mixed use development in a unified site plan shall include commercial uses, subject to the following requirements.

    a. **Minimum Commercial Floor Area Required.** Any mixed use development shall have no less than 1,500 square feet of commercial floor area.

    b. **Commercial Frontage and Minimum Depth of Ground Story Commercial Space.**

        a. **Vertically-Integrated Mixed Use Buildings.** For vertically-integrated mixed use buildings with frontage along a roadway identified in the Roadway Functional Classification Map in the Millcreek Transportation Master Plan as a Major Collector, a Minor Arterial or an Other Principal Arterial, no less than 50 percent of a vertically-integrated mixed use building's front façade shall consist of commercial uses, in one of the following configurations:

            a) Commercial spaces with a minimum depth of 30 feet shall occupy at least 80 percent of a building's ground floor front façade.

            b) Commercial spaces with a minimum depth of 40 feet shall occupy at least 50 percent of a building's ground floor front façade.

            c) Commercial spaces that ~~are~~ occupy a minimum of two stories ~~and that~~ shall have a minimum depth of 30 feet and shall occupy at least 30 percent of a building's ground floor front façade. In no event shall the minimum required commercial square footage be less than 3,000 sq. ft.

b. **Mixed Use in a Unified Site Plan.** For developments incorporating mixed use in a unified site plan with frontage along a roadway identified in the Roadway Functional Classification Map in the Millcreek Transportation Master Plan as a Major Collector, a Minor Arterial, or an Other Principal Arterial, commercial uses shall be arranged in one of the following configurations:

a) Single-story commercial spaces of at least 1,500 square feet in ground floor area must occupy at least 50 percent of the building frontages along a public street.

b) Commercial spaces of at least 2,000 square feet in ground floor area or commercial spaces that are a minimum of two stories shall occupy at least 30 percent of the building frontages along a public street.

6. **Additional Commercial Use Requirements for Commercially Significant Development Sites.** Any Mixed Use Development on a Commercially Significant Development Site shall include commercial uses for at least 30 percent of the development's gross floor area. A Commercially Significant Development Site is defined as follows:

a. Any development site greater than one acre in area; or

b. Any development site located within a Village Center, Retail/Office, or Employment/Commercial Future Land Use Designation on the adopted Millcreek Future Land Use Map; or

c. Any development site on property located within 600 feet of the following intersections, as measured as a radius from the nearest property line to the intersection right of way line:

a) 4500 South and Highland Drive
b) 2000 East and 3300 South
c) 900 East and 3300 South

7. **Frontage Requirements.** Commercial uses are not required on facades of mixed use developments that are not located on a street identified in the Millcreek Transportation Master Plan Roadway Functional Classification Map as a Major Collector, a Minor Arterial, or an Other Principal Arterial.

8. **Live/Work Units.** Live/Work units may be used to meet the requirement for commercial uses, provided that the entire ground floor of the live/work unit meets the design and use criteria listed in this chapter, and is operated as an allowable commercial use in this Chapter. Commercial spaces in a live/work unit that are used to calculate the minimum commercial use or frontage requirements provided in this chapter shall not be used for

residential purposes, parking, or storage.

9. **Residential Amenities as Commercial Uses.** For the purposes of this chapter, leasing offices serving on-site residential and commercial uses, lobbies, required parking, elevators, stairwells and any required residential amenity spaces are not considered commercial uses.

10. **Minimum First Story Height for Ground Floor Commercial Space.** Ground stories containing commercial space, including live/work units, shall be at least 12 feet in height.

11. **Finished Floor Elevation.** The finished floor elevation of a ground floor commercial space fronting a street shall be no lower than 2 feet below the street elevation, as measured at the edge of asphalt, or top of curb, where applicable. .

12. **Laundry Facilities.** All mixed used developments containing residential uses shall include either washer and dryer hook-ups for each dwelling unit or an on-site laundry.

13. **Management.** 24-hour on-site management is required for all residential development consisting of more than 50 dwelling units.

14. **Open Space.** Common open space shall be provided for residential uses in the amount of at least 20 percent of the gross site area of the building or development. For purposes of this chapter, gross site area is defined as the total area of the development excluding anything in the public right of way. The required common open space shall be usable land areas that are not occupied by buildings, dwellings, structures, parking areas, streets, public park strips, curbs, gutters, sidewalks, walking paths, driveways, or alleys and shall be accessible by all residents of the development. Buildings erected for the principle purpose of providing an amenity, or required interior common amenity spaces may be included as open space. Said open space may be an area of land or water set aside, or reserved for use by residents of the development, including an expanse of lawn, trees, plants, fully accessible landscaped roof areas, or other natural areas. Common open space also includes formal picnic areas, and recreational areas. Common open space may be distributed throughout the development and need not be in a single large area. Open space amenities and gathering shall reflect the market that the development is attempting to attract. Projects with over twenty dwelling units shall include a single and contiguous landscaped passive open space sufficient for outdoor activity with a minimum area of 5,000 square feet.

15. **Parking and Vehicular Access.** In addition to meeting the requirements of MKC 19.80, parking and vehicular access for mixed use developments containing residential uses shall also meet the requirements below.

    a. **Residential Parking to be Enclosed in a Structure, Podium, Private Garage, or Carport.** Parking required for each residential dwelling unit must be in a

structure, a podium, a private garage, or a carport.

b. **Private Garage Requirements.** If a private garage is used to provide two required spaces, the private garage shall have a minimum unobstructed size of twenty-two feet wide by twenty feet in length, or twenty feet wide by twenty-two feet in length. If a private garage is used to provide one required space, the private garage shall have a minimum unobstructed size of ten feet wide by twenty-two feet in length, or eleven feet wide by twenty feet in length. Private garages shall not be the only means of pedestrian access into a dwelling. Each garage shall be serviced with a 220 volt power supply.

c. **Vehicular Access to Private Garages.** Vehicle access serving a private garage shall be at least 24 feet in width.

d. **Tandem Spaces in Podiums and Structures.** Tandem spaces in conjunction with garages may be allowed only for residential uses with a minimum size requirement of 20 feet in length and 9 feet in width per parking space, up to a maximum of two contiguous spaces for unit.

e. **Vehicular Entry Gates Prohibited.** Vehicular entry gates are prohibited as part of any mixed use development containing residential uses, unless the gate services a structure or podium. Gates must be situated in a manner that does not pose a traffic hazard due to vehicle queues waiting to enter through the gate.

f. **Electric Vehicle Charging.** Each development shall provide residents the opportunity to charge electric vehicles. If private garages are used, each garage shall be serviced with a 220 volt power supply. If parking is shared in a structure, a podium, or carports, one vehicle charging station shall be provided for each ten required parking spaces.

g. **Guest and Commercial User Parking.** Parking for guests and commercial users shall be conveniently accessible. Tandem parking or parking in a private garage or driveway shall not be counted as guest parking or commercial user parking.

h. **Front Door Weather Protection.** All exterior front doors serving individual dwelling units shall include a canopy, porch, or portico to provide protection from adverse weather, with a dimension of not less than four feet by four feet.

16. **Privacy.** Each mixed use building consisting of residential uses shall provide adequate visual and acoustical privacy for dwelling units. Fences, walks, barriers, landscaping, and sound reducing construction techniques with a maximum transmission of 55 decibels in the walls and ceilings shall be used to enhance the privacy of its occupants, the screening of objectionable views or uses, and the reduction of noise.

17. **Residential Amenities.** Each mixed use development consisting of residential uses shall provide residential amenities pursuant to the standards established in MKC 19.44.050 (E)(11).

18. **Storage.** Each dwelling unit shall include at least one private storage space consisting of at least 100 cubic feet.

19. **Ownership.** As an incentive to encourage ownership within a development, a reduction in the acreage requirements for PUDS, with at least 8 units, is allowed.

19.60.065 Application Process for Conditional Uses for New Development

Any application for a conditional use that involves new development shall follow the application process described below:

1. Preapplication conference meeting with representatives from the City is required.

2. Site Plan Review Application – an application and associated fees shall be submitted and reviewed by staff for completeness. An incomplete application, that does not address the required design standard sand other City ordinance required information, as determined by staff, will be returned to the applicant and not be processed until all information required by the City ordinances is provided. The City will provide a list of application requirements. An application for a conditional use permit will not be deemed complete until a site plan review is completed by City staff. The initial application will generally consist of concept plans with the following minimum requirements:

    A. The applicant's name, address, telephone number, email address, and interest in the property.

    B. The property owner's name, address, email address, and telephone number, if different than the applicant, and the property owner's signed consent to the filing of the application.

    C. A property survey, property boundaries, right-of-way center lines, utility access, topographical information indicating original ground surface as defined by MKZ 19.04.095, and recorded easements. The survey shall also include the street address and legal description of the subject property.

    D. The current zoning classification, zoning district boundaries, and present use of the subject property.

    E. A conceptual site plan or plans, drawn to scale, including sketches of the types of buildings proposed, floor plans, elevations of proposed buildings, materials, landscaping, street tree plan, parks, plazas, pedestrian pathways, parking, low impact design stormwater techniques to be applied to the site, known fault lines and recommended setbacks, and conceptual street cross sections.

F. A written explanation of the project that describes the thematic elements of the project, the placemaking concepts, one or more signature features, commercial and mixed-use designs (if applicable), potential tenants, its' relationship to the goals established for Mixed Use Corridors in the Millcreek General PLan and other details that will provide reasons that the development will create a long term benefit to the City and proposed techniques to mitigate any anticipated detrimental effects.

G. If required by the City, a preliminary traffic study that defines potential traffic generation, the integration of the new development with the adjacent street corridors, traffic capacity/level of service issues on adjacent roads and intersections and suggests mitigation solutions for anticipated traffic congestion problems. The traffic study may also address parking demands, if the applicant believes that the standards found in the Parking Chapter are inappropriate. Applicants shall follow the requirements of MKZ Section 19.80.040 to create a parking study. Traffic and parking studies shall be commissioned by the City and paid for by the applicant.

H. Provide letters from all utility companies providing service to the project site describing their ability to serve the project.

I. A site-specific geologic hazard study and report, if required by MKZ 19.75.

J. A summary table showing floor area by use, required parking by use, materials percentages, percentages of doors and windows, residential amenities if required, and open space requirements.

K. Other information the City may deem necessary, as described on the application form, for proper review and analysis of an application and its potential detrimental effects.

3. Application processing and review – Upon payment of required fees, the initial application, composed of the concept plan information as described above and the conceptual development agreement, if required by the city, shall be reviewed by staff and discussed with the applicant in an internal pre-development review meeting. Subsequent to that meeting, changes may be made to the submittal documents, if needed. Staff will assess the application for the project's compliance with the regulations of this chapter and determine if any potential detrimental effects require mitigation to include the following list of potential issues and standards, that may need to be addressed and mitigated:

   A. Decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards.

   B. Negative impacts on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems.

C. Negative impacts on connectivity and safety for pedestrians and bicyclists.

D. Detrimental effects by the use due to its nature, including noise that exceeds sound levels normally found in residential areas, environmental impacts, dust, fumes, smoke, odor, noise, vibrations; chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may include hours of operation and the potential to create an attractive nuisance.

E. Environmental impacts that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people such as waste disposal, fire safety, geologic hazards such as fault lines, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high ground water, environmental health hazards, or wetlands.

F. Modifications to signs and exterior lighting to assure compatibility with the zone.

G. Incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors, relative to the zone and the immediate neighborhood in which the use will be located.

H. Reduction in the tax base and property values.

I. Reduction in the current level of economy in governmental expenditures.

J. Insufficient emergency fire service and emergency vehicle access.

K. Reduction in usable public open space.

L. Graffiti prevention applications and designs.

M. Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.

N. Enhancement of personal safety through the application of Crime Prevention Through Environmental Design (CPTED) principles to building design, especially for parking garages.

4. Final Development Plan and Conditional Use Application – this plan submittal, subsequent to any Planning Commission public hearing(s) including an associated fee, is a detailed plan that addresses every section requirement of this ordinance and all applicable standards.

19.60.070 General Standards Of Applicability

1. The use and development of property within the Commercial Zones are also subject to other applicable chapters in the zoning ordinance, such as, the Parking MKZ 19.80, Water Efficient Landscaping, MKZ 19.77, Signs, MKZ 19.82, etc.

2. Standards in other chapters may apply. In the event there is language elsewhere in MKZ Title 19 that conflicts with language in this chapter, the more restrictive standard prevails.

3. In any rezoning process, a development agreement shall be required at the sole discretion of the City. "Development Agreement" means an agreement negotiated and entered into by the City with a property owner and/or developer, pursuant to a proposed development within the City. The Agreement must (1) specify and describe the proposed development through text, site plans and elevations (2) detail the amenities and other benefits being provided to the City and its residents (3) utilize a development agreement form approved by the City. The Development Agreement shall run with the land and be binding on all successors and assigns of the property owner or developer; however, each Development Agreement shall include a clause that allows the City to re-zone the property and withdraw from the Development Agreement if the Development Agreement is not recorded within two (2) years of execution of the Agreement.

Minutes of the
Millcreek Planning Commission
July 15, 2020
5:00 p.m.
Regular Meeting

The Planning Commission of Millcreek, Utah, met in a regular public meeting on Wednesday, July 15, 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:

Commissioners
Shawn LaMar, Chair
Russ Booth, Vice Chair
David Allen (electronic)
Scott Claerhout (excused)
Fred Healey (absent)
Victoria Reid (electronic)
Skye Sieber (electronic)
Tom Stephens

City Staff
John Brems, City Attorney
Elyse Sullivan, City Recorder
Francis Lilly, Planning and Zoning Director
Robert May, Planner
Erin O'Kelley, Planner
Jared Bowling, IT/Facilities Manager
Andrew Clark, Emergency Manager
Samah Safiullah, Planner (electronic)

Attendees: Mayor Jeff Silvestrini, Council Member Dwight Marchant, Bryan Balli, Jill Balli, Brad Allen, David Black, Sumner Swaner, Josip Moger, Alan Gygi, Caroline Spencer, Nancy & Jack Hobbs, J. M. Anderson, S. A. Luck, John Thomas, Brandon Pehrson, Craig Jacobs (electronic), Cherie Orellana (electronic), Andrea Palmer (electronic), Ryan Reynolds (electronic), and Dale Bennett (electronic).

REGULAR MEETING – 5:00 p.m.
TIME COMMENCED: 5:03 p.m.

Chair LaMar called the meeting to order, explained the instructions for the electronic meeting, and read a description explaining the duties of the Planning Commission. He said Commissioner Scott Claerhout would be reappointed to a new term in August. Commissioner Mark Mumford, whose term ended, would leave the Commission and Ian Wright would be appointed as the new commissioner. He recommended that since items 1.1 and 1.3 were about the same property that they be heard together.

Commissioner Booth moved to move item 1.3 ahead of item 1.2. Commissioner Stephens seconded. Chair LaMar called for the vote. All Commissioners voted yes. The motion passed unanimously.

1.7 Consideration of ZT-20-005, Amendments to Chapters 19.04 and 19.60 of the Millcreek Code Regulating Commercial Zones and Mixed Use Buildings Planner: Francis Lilly

Francis Lilly said staff had observed shortcomings in the commercial zones with regard to mixed use buildings. The current code could be difficult to apply and interpret. The proposed code replaces footnote language and puts it into tables for mixed uses. He said residential standards differed in the multifamily zones and commercial zones. Staff would like to better balance incentives by ensuring higher standards for commercial uses in mixed use corridors. He said commercial ground floor requirements were inadequate and inflexible, the City was not seeing the type of desired commercial projects, design standards were inadequate, and the current zone preferred one building type which was a vertically integrated mixed-use building on sites where separate buildings in a unified site plan may be more effective and appropriate. He then critiqued prior projects that had been approved in the City.

Lilly said 3300 S. was a mixed-use corridor because residential and commercial uses coexisted. More people living along the corridor would help activate existing and proposed commercial spaces. Desired spaces like small retail shops, personal services, and restaurants thrive where there are many people living nearby. Mixed use development provides a viable option to redevelop obsolete sites. Many smoke shop and commercial storage requests along the corridor suggested that Millcreek had an overabundance of single-purpose commercial buildings that performed below expectations. Lilly showed the Commission the Future Land Use Map in the General Plan and said it supported mixed uses. He then reviewed the Mixed Use 1 and Mixed Use 2 District descriptions. Lilly said that mixed use commercial was flourishing but some retail sites were empty or functionally obsolete in commercial corridors.

Lilly reviewed the proposed code changes. He said to qualify, a mixed-use project must have a minimum of 100 feet of frontage on a major collector or arterial road. There would be an increase in maximum building height to 45 feet, and 35 feet within 100 feet of a residential zone. The current standard was 40 feet and 30 feet. The extra feet offered more flexibility, tall residential ceilings, better roof articulation, possibility of pitched roofs, more functional garages, a retail storefront at grade, and other creative design elements. Lilly showed the Commission examples of recent commercial, residential, and mixed-use buildings in

Millcreek to point out where some of the code changes would have helped the project and what had already worked well with the project. He explained why a two-story limit or building height of 30 feet was not desirable. There is a two-story limit in the CCOZ area immediately adjacent to existing single-family, affecting property on the east side of Highland Drive. In this instance, the City Center Master Plan actively encouraged the adaptive reuse of the existing commercial uses along the Highland Drive corridor in the City Center. Staff was not convinced that the same desire existed for many of the functionally obsolete commercial buildings elsewhere in the commercial corridor.

The proposed code included a maximum building length of 200 feet, no more than 20% of a façade could be stucco, EIFS, or metal siding, and a 10-foot step back for buildings taller than 35 feet. Commercial uses would not include lobbies, leasing offices, required parking, or residential amenities. Currently, code required a minimum of 40-foot-deep commercial spaces occupy 50% of building frontage. The proposal offered flexibility of a 40-foot depth with 50% frontage or 30-foot depth at 80% of frontage, and freestanding commercial buildings occupy 30% of the gross ground floor area of the development site. There would be two concepts of mixed use, vertically mixed-use buildings, and mixed-use buildings in a unified site plan. Staff wanted to make sure that freestanding commercial buildings meaningfully contribute to the mixed-use concept. Freestanding commercial buildings could occupy 30% of the gross ground floor area of the development site, and at least 50% of the frontage with the proposed ordinance. Lilly showed the Commission examples and site plans of both mixed-use types.

The proposed ordinance included a pre-application site plan review, prior to qualifying an application for community council and Planning Commission review. A similar process exists for applications in the CCOZ, because a longer review lead time results in better clarity and better outcomes. Lilly concluded that the ordinance should change because the mixed use form is the most likely redevelopment scenario for commercial corridors, especially for functionally obsolete sites outside of the City Center and Meadowbrook, heightened design standards would result in better looking buildings, frontage and commercial areas and ground story height requirements would promote the creation of meaningful commercial spaces along corridors, and updates would produce better outcomes in the form of mixed use projects with more meaningful commercial uses.

Lilly said all four community councils gave recommendations of approval for the proposed code concept. He said he added sections on building massing and façade articulation and street tree requirements. He said the Commission used to have the option of allowing greater height up to 75 feet for areas within 500 feet of 1300 E. and 3300 S. and that was rendered moot and removed. The flexibility was also offered in the Meadowbrook area and on Main Street. He said the one time the Commission had used it, it was a difficult process, so he struck that from the proposed code.

Commissioner Allen said he would like to see a higher percentage of commercial. Commissioner Booth agreed with Commissioner Allen's comments and said the Commission should be able to make changes in the future to the ordinance if something did not work. Commissioner Sieber said the proposal was an improvement to current code and would result in better projects. She would appreciate more time to review the proposed amendments. Commissioner Reid suggested recommending approval of the proposal if projects were

pending. Commissioner Stephens said he was in favor of passing a recommendation of approval of the ordinance with the understanding that it was living document and could change as needed. Chair LaMar said he would want to run through scenarios of buildings with a small footprint to have a better balance of commercial and residential such as a total square footage required a certain percentage of commercial. Chair LaMar brought up the twenty feet separation for rooftop gardens. Lilly said it came from the City Center Overlay Zone (CCOZ) code to allow for variation other than a wall. Chair LaMar brought up unfinished concrete in the building materials section. Lilly said he would remove it. He said about the commercial ratio concept, he did not include a minimum ratio to be able get a better project and not punish the developer for using the zone. He wanted to see spaces get occupied and the currently used spaces tended to be around 1200-1500 square feet.

Chair LaMar opened the public hearing.

Chair LaMar read into the record a comment received online from Bruce Parker, 3007 E. Cruise Way, *"Planning Commissioners, The standards of Minimum Frontage of 100 feet and a Maximum Building Length of 200 feet may work to only allow "larger" mixed-use projects. Community benefits can accrue from smaller, more intimate scaled mixed-use projects. Please consider revising the Minimum Frontage of 100 feet to allow a smaller "frontage" to qualify for a mixed-use opportunity. A suggestion; a minimum frontage of 100 feet, or as determined by the Land Use Authority. Thank You for all you do to the benefit of Millcreek City and its residents. BP"*

Lilly said with the 100 feet of frontage, it could account for setbacks or a side drive aisle, so there could be a 50-foot building. He agreed with the concept but did not accommodate for it in the ordinance.

Chair LaMar closed the public hearing.

Commissioner Sieber asked if under a unified site plan, if the minimum frontage and building length could become problematic. Lilly said it could work. Commissioner Allen asked about a timeline for the proposed code amendments. Lilly said the Commission could review the proposal again in August, but he wanted clear direction to prepare the ordinance for approval. Commissioner Booth asked about a pending ordinance. John Brems said the City could adopt one. Lilly suggested the Council adopt a pending ordinance to prevent applications then the Commission could review the ordinance again in August. Chair LaMar asked about a compatible design with a unified site plan. Lilly read from proposed code 19.60.060(D)(1)(b), *Mixed Use in a Unified Site Plan. A mixed use development in a unified site plan consists of separate residential and commercial or vertically-integrated mixed use buildings in a site plan that features consistent approaches to lighting, landscaping, signage, building design, and materials use.* Chair LaMar asked about uses that were not good together in a unified site plan. Lilly said staff could add prohibitory language for use categories, such as drive-throughs.

Commissioner Stephens, as respects to ZT-20-005 amendments to Chapters 19.04 and 19.60, moved that this application be continued to the scheduled 2020 August Planning Commission meeting. Commissioner Sieber seconded. John Brems suggested the Planning Commission recommend the Council adopt a pending ordinance. **Chair LaMar called for the vote. All Commissioners voted yes. The motion passed unanimously.**

Commissioner Stephens moved to make a strong recommendation to the City Council to adopt a pending ordinance as respects to Chapters 19.04 and 19.60 of the Millcreek Code Regulating Commercial Zones and Mixed Use Buildings with the rationale to give the Planning Commission and City Council adequate time and preparation for decision making to the extent applicable it is a pending ordinance. Commissioner Reid seconded. Chair LaMar called for the vote. All Commissioners voted yes. The motion passed unanimously.

2. Business Meeting

2.1 Approval of June 10, 2020 Special Meeting Minutes

Commissioner LaMar moved to approve the notes in the packet for the June 10th special meeting. Commissioner Booth seconded. Chair LaMar called for the vote. Commissioner Allen was not present for the vote. Commissioner Stephens abstained. Commissioners Booth, Sieber, Reid, and LaMar voted yes. The motion passed.

2.2 Approval of June 17, 2020 Regular Meeting Minutes

Commissioner Sieber moved to approve the minutes from June 17, 2020 Planning Commission meeting. Commissioner Booth seconded. Chair LaMar called for the vote. Commissioner Allen was not present for the vote. Commissioners Booth, Sieber, Reid, Stephens, and LaMar voted yes. The motion passed.

2.2 Updates from the Planning and Zoning Director

Francis Lilly said he gave the Planning Commission a different approach on the ordinance presentation and welcomed feedback. Commissioner Stephens said the staff reports this month were excellent. Chair LaMar said a new commissioner, Ian Wright, would be joining next month. He thanked Mark Mumford for his work on the Commission. Lilly said he would invite Mark Mumford to the next meeting to express shared gratitude for his service.

3. Calendar of Upcoming Meetings

- City Council Mtg., 7/27/20, 5:00 p.m. at City Hall
- Mt. Olympus Community Council Mtg., 8/4/20, 6:00 p.m. TBD
- Millcreek Community Council Mtg., 8/4/20, 6:30 p.m. TBD
- Canyon Rim Citizens Association Mtg., 8/5/20, 7:00 p.m. TBD
- East Mill Creek Community Council Mtg., 8/6/20, 6:30 p.m. TBD
- City Council Mtg., 8/10/20, 5:00 p.m. at City Hall
- Planning Commission Mtg., 8/19/20, 5:00 p.m. at City Hall

ADJOURNED: Commissioner Booth moved to adjourn the meeting at 9:15 p.m. Chair LaMar seconded. Chair LaMar called for the vote. All Commissioners voted yes. The motion passed unanimously.

APPROVED: _____ **Date** 8/19/2020
Shawn LaMar, Chair

Attest: _____
Elyse Sullivan, City Recorder

Minutes of the
Millcreek Planning Commission
August 19, 2020
5:00 p.m.
Regular Meeting

The Planning Commission of Millcreek, Utah, met in a regular public meeting on Wednesday, August 19, 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:

Commissioners
Shawn LaMar, Chair
Russ Booth, Vice Chair (electronic)
David Allen (electronic)
Scott Claerhout (electronic)
Fred Healey (absent)
Victoria Reid (electronic)
Skye Sieber (electronic)
Tom Stephens
Ian Wright

City Staff
John Brems, City Attorney
Elyse Sullivan, City Recorder
Francis Lilly, Planning and Zoning Director
Robert May, Planner
Jared Bowling, IT/Facilities Manager
Samah Safiullah, Planner

Attendees: Mayor Jeff Silvestrini, Mark Mumford, Brad Reynolds, and David Baird.

REGULAR MEETING – 5:00 p.m.
TIME COMMENCED: 5:00 p.m.

Chair LaMar called the meeting to order.

1.3 *Continuing Business* - Consideration of ZT-20-005, Amendments to Chapters 19.04 and 19.60 of the Millcreek Code Regulating Commercial Zones and Mixed Use Buildings Planner: Francis Lilly

Francis Lilly said the item was a continuation of the discussion last month of amending the commercial zone text to create better standards for commercial spaces in mixed use projects. He said he tried to write the code so that commercial sites where the city has had a good historic tax base did not get replaced by a significant amount of residential and very limited commercial. He showed the Commission the Future Land Use Map from the General Plan and highlighted certain areas. He proposed to add additional commercial use requirements for commercially significant development sites. He reviewed the proposed ordinance text for section 19.60.060(D)(6) Additional Commercial Use Requirements for Commercially Significant Development, which said that "any mixed use development on a commercially significant development site shall include commercial uses for at least 30 percent of the

development's gross floor area. A commercially significant development site is defined as follows:

a. any development site greater than one acre in area; or
b. any development site located within a Village Center, Retail/Office, or Employment/Commercial Future Land Use Designation on the adopted Millcreek Future Land Use Map; or
c. any development site on property located within 600 feet of the following intersections, as measured as a radius from the nearest property line to the intersection right of way line:
    a) 4500 South and Highland Drive
    b) 2000 East and 3300 South
    c) 900 East and 3300 South"

Lilly said the General Plan had established Future Land Use Map categories, so rather than identify every commercially significant intersection and radius, he used the village center, retail/office, or employment/commercial future land use designation areas categories as one of the criteria for a site being commercial significant. He said it might be advisable to have a policy to keep existing uses in place. He suggested that the active viable uses in the three listed sites have a 600-foot radius and 30% gross floor area requirement for occupiable space which would allow for something other than typical mixed use.

Commissioner Stephens asked if there would be any commercially zoned properties not subject to the 30% requirement. Lilly said the purple areas (mixed use) in the Future Land Use Map would not be subject to those requirements. Chair LaMar said a rezone could trigger the requirement. He then asked if the 600-foot radius was to the property or building. Lilly said the property. Commissioner Claerhout asked if the commercial area would need to be on the ground level floor. Lilly said the 30% requirement would have to be on the ground floor. Lilly mentioned that he made some clarifying corrections to the proposed ordinance. Commissioner Stephens asked about a unified site plan with the commercial requirements. Lilly reviewed the mixed use configuration in a unified site plan. He said the taller the developers wanted to go, the more commercial space they would need to have.

Lilly said all the community councils recommended approval. David Baird, Mt. Olympus Community Council, said he was grateful that the City had taken this strategic initiative to try to identify and preserve the commercial spaces to be and remain fiscally responsible. He said he represented all four of the community councils and all were unanimous about strategically defending the City's commercially viable spaces. He commended the City for taking this position. He relayed an example of a project in Draper in which he participated in preserving commercial property. He recommended to the Commission to always resist multi-family developers that say space is not commercially viable because it sets the city up for fiscal failure. He requested as a general policy, to get more input from the City's economic development staff on relevant zoning ordinance matters.

Chair LaMar asked for public comment. There was no comment. Lilly said he received an email earlier in the day from Bruce Parker. He said he emailed Parker about why staff felt that the 100-foot frontage requirement was appropriate. He read Parker's response into the record, *"I completely understand. However, if we accept the premise that existing conditions, including ROW, are determinative of a future development pattern, then we will always get*

DRAFT

what we've always got. Options exist for an alternative. I hope some flexibilities are provided to at least consider, maybe encourage, a more appealing and human-scale mixed-use development option, instead of the repetitious auto-centric model."

Commissioner Reid asked about the live/work unit ground floor spaces. Lilly said the entire ground floor would need to meet the design and use criteria required by the chapter. He said the residential purposes or storage sentence at the end of that subsection (19.60.060(D)(8)) needed clarification. Commissioner Allen asked if only the commercial portion of the live/work unit counted as commercial. Lilly confirmed. Commissioner Stephens requested a live/work unit definition. Lilly said the ground floor requirement would be an enforcement issue, but the live/work unit still had to have a commercial store front. Commissioner Reid asked about visitor parking. Lilly said there was a section on guest and commercial user parking in the ordinance. Commissioner Reid asked about tree planting and the developers maintaining the trees for a certain number of years. Lilly said there was a warranty bond requirement for one year after improvements are installed.

Commissioner Allen and Booth commended Lilly on the ordinance. Commissioner Claerhout said the proposed ordinance was needed. Commissioner Stephens said the properties subject to the new standards had been zoned commercial for a number of years and might not appreciate the new standards. Lilly said he relied on the General Plan for policy and implemented that into the code. Commissioner Sieber asked if the economic development staff provided input on the ordinance. Lilly said yes. Chair LaMar summarized the discussion that the proposed live/work units language needed clarification and the Commission wanted bonding for a tree maintenance warranty. John Brems said the 1-year warranty was typical and staff would need to have findings to require more than that, but staff would look into it. Commissioner Booth asked if there could be more pressure on the HOA on tree maintenance. Brems said the City did not enforce HOA documents.

Commissioner Allen moved to forward a positive recommendation on item ZT-20-005, amendments to Chapters 19.04 and 19.60 of the Millcreek Code regulating commercial zones and mixed use buildings, to the City Council including staff conditions and recommendations. Commissioner Claerhout seconded. Chair LaMar called for the vote. All Commissioners voted yes. The motion passed unanimously.

DRAFT

Millcreek HR-Finance

Memo

To: Mayor & Council

From: Laurie Johnson – HR/Finance Director

Date: September 3, 2020

Re: Resolution Accepting & Approving Use of JAG Funds

Attached you will find a Resolution that will allow the City to receive and use $4,500 of Justice Assistance Grant funds for the Millcreek UPD Precinct. We have received this opportunity through funding given to the State of Utah. In subsequent years, we should have the opportunity to apply for these funds as a separate entity.

Please let me know if you have any questions.

MILLCREEK, UTAH
RESOLUTION NO. 20-39

A RESOLUTION ACCEPTING AND APPROVING THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS FOR PURCHASE OF EQUIPMENT FOR MILLCREEK UPD PRECINCT

WHEREAS, the Millcreek Council ("*Council*") met in regular session on September 14, 2020, to consider, among other things, a resolution accepting and approving the Edward Byrne Memorial Justice Assistance Grant for the Millcreek Unified Police Department (UPD) Precinct; and

WHEREAS, Millcreek UPD Precinct applied for the Edward Byrne Memorial Justice Assistance Grant/Local Solicitation; and

WHEREAS, the purpose of the grant is the purchase of equipment for the Millcreek UPD; and

WHEREAS, the Council finds that it is in the best interest of the City to accept the Edward Byrne Memorial Justice Assistance Grant for the purpose of purchasing equipment for the Millcreek UPD Precinct.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby approves and accepts the Edward Byrne Memorial Justice Assistance Grant for the purpose of purchasing equipment for the Millcreek UPD Precinct.

THIS RESOLUTION assigned No. 20-39 shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED this 14th day of September, 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

MILLCREEK, UTAH
RESOLUTION NO. 20-40

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING A COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY WITH RESPECT TO PARTICIPATION AS A CO-PERMITTEE UNDER PERMIT NO. UTS000001

WHEREAS, the Millcreek Council ("Council") met in regular meeting on September 14, 2020, to consider, among other things, approving a Cooperative Agreement with Salt Lake County with respect to participation as a co-permittee under permit no. UTS000001; and

WHEREAS, the Utah Interlocal Cooperative Act (Utah Code Ann. § 11-13-101, et seq.) (the "Act") provides that two or more government entities are authorized to enter into agreements with each other to do what each entity is authorized by law to perform; and

WHEREAS, Salt Lake County ("County") and Millcreek ("City") are government entities as contemplated in the Act; and

WHEREAS, the City and the County are authorized to participate as co-permittees and enter into coalitions for keeping storm water clean; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of the City to participation as a co-permittee under permit no. UTS000001 pursuant to an interlocal cooperative agreement ("Agreement") with Salt Lake County; a copy of the Agreement is attached hereto; and

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

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

This Resolution assigned No. 20-40, shall take effect immediately on passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 14th day of September 2020.

MILLCREEK COUNCIL

_____
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. _____

D.A. No. _____

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
MILLCREEK
for
Participation as Co-Permittees under UPDES Permit No. UTS000001
(Jordan Valley Municipalities)
***

THIS AGREEMENT is entered into this ___ day of _____ 20___, by and between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and MILLCREEK (the "CITY"), a municipal corporation of the State of Utah;

WITNESSETH:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-1, et seq., UTAH CODE ANN., to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency has published its " Final Rule" setting for the National Pollutant Discharge Elimination Systems permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality, has statutory rule making authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (" UPDES");

and

WHEREAS, the rules and regulations provide that where more than one public entity owns or operates a municipal separate storm sewer within a geographic area (including adjacent or interconnected municipal separate storm sewer systems), such entities may be co-applicants to the same application and permit renewal; and

WHEREAS, the State of Utah has issued a UPDES permit (Permit No. UTS000001, the "Permit") to the Jordan Valley Municipalities, including the COUNTY and the CITY. A copy of the Permit is attached hereto as “Exhibit A" and incorporated herein; and

WHEREAS, Section 1.5.1.2 of the Permit provides, in addition to the Jordan Valley Municipalities including the COUNTY and the CITY, additional operators of small municipal separate storm sewers within the boundaries of Salt Lake County which sign on during the course of the permit cycle may also be co-permittees under the Permit; and

WHEREAS, the COUNTY and the CITY desire to sign on as co-permittees under the Permit and participate in the Jordan Valley Municipalities UPDES municipal storm water permit program under the terms and conditions set forth in the Permit and in this Agreement; and

WHEREAS, the parties now desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities regarding their participation as co- permittees under the Permit;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

///

AGREEMENT

1. The COUNTY and the CITY agree to be co-permittees under the existing Permit for the geographic area, which includes all of the municipal separate storm water systems belonging to and operated by the parties to this Agreement as described in Section 1.2.1.2.2 of the Permit in "Exhibit A."

2. As co-permittees, each party agrees to implement and enforce within its own jurisdiction its own responsibilities for complying with the Permit requirements including, but not limited to, those responsibilities and requirements listed in the Co-Permittee Accountability statement. The Co-Permittee Accountability statement is attached hereto as “Exhibit B" and incorporated herein.

3. Each party shall be responsible to pay the costs relating to its own stormwater systems. The parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit. Detailed services to be provided and reimbursement thereof is set forth in the interlocal media agreement, already in place, which is attached hereto as “Exhibit C" and incorporated herein.

4. To the maximum extent possible, the parties agree to assist each other in providing and sharing information, maps, data, drawings, plans and other resources necessary to comply with the Permit requirements. Co-permittees may also collaborate on projects, programs and control measures as may be required in Sections 1.6.1.2, 1.6.1.3 and 4.4 of the Permit.

5. The parties agree the duration of this Agreement shall commence upon entry and shall run concurrent with the duration of the Permit, which expires at midnight

on February 25, 2025. The parties agree that this Agreement shall not apply to any subsequent permits or co- permittees unless the parties agree in writing to extend this Agreement.

6. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the Public Works Director, City Engineer or City Manager of each party, or their designees, shall constitute a joint board for such purpose.

7. In the event any property is jointly acquired and paid for by the municipalities for this undertaking, then it shall be divided as the parties representatives shall agree; or, if no agreement is reached, then it shall be divided according to their respective payments for property; or, if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this agreement, then the property so purchased shall be and remain the property of the party which purchased it.

8. This Agreement embodies the entire agreement between the parties hereto and cannot be altered except in a written amendment signed by the parties.

[Signatures on Following Page]

IN WITNESS THERE OF, the parties here to execute this Agreement effective as of the day and year first written above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Departmental Approval:

By: _____
Scott Baird, Public Works Director

Date: _____

Division Approval:

By: _____
Kade Moncur, Division Director

Date: _____

Approved as to Form:

By: Ryan W. Lambert
Deputy District Attorney

Date: 4/16/2020

MILLCREEK

By: _____
Mayor or Designee

ATTEST:

By: _____
Millcreek City Recorder

Date: _____

Approved as to Form:

By: _____
Millcreek City Attorney

Date: _____

Exhibit A

UPDES Permit No. UTS000001

Exhibit B

Co-Permittee Accountability Statement

Exhibit C

Interlocal Media Agreement

MILLCREEK, UTAH
RESOLUTION NO. 20-41

A RESOLUTION APPROVING A SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT WITH SQF, LLC

WHEREAS, the Millcreek Council ("Council") met in regular session on September 14, 2020, to consider, among other things, approving a small wireless communications facilities master license agreement with SQF, LLC; and

WHEREAS, SQF desires to provide small wireless communications facilities within Millcreek; and

WHEREAS, Millcreek has enacted a Small Wireless Facilities Deployment Ordinance which governs the application and review process for small wireless facilities deployment in Millcreek; and

WHEREAS, a Small Wireless Communications Facilities Master License Agreement ("Agreement") between Millcreek and SQF has been prepared, a copy of which is attached hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of Millcreek's residents to approve the Agreement.

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

PASSED AND APPROVED by the Council this 14th day of September 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

SMALL WIRELESS COMMUNICATIONS FACILITIES
MASTER LICENSE AGREEMENT

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020 (“Effective Date”), by and between the Millcreek ("City"), and SQF, LLC ("Licensee"). City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

A. City is the owner of the right of way (“ROW”) and has determined the right to occupy portions of the ROW for the business of providing Small Wireless services is a valuable use of a unique public resource that has been acquired and is maintained at great expense to the City and its taxpayers, and, therefore, the taxpayers of the City should receive fair and reasonable compensation for use of the ROW.

B. Licensee is duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees, are authorized to conduct business in the State of Utah.

C. Licensee desires to construct, operate and maintain communication sites and, for such purpose, to locate, place, attach, install, operate, control and maintain Small Wireless Facilities consistent with small cell technology within the ROW.

D. City has enacted Title 16, Chapter 20 of the Millcreek Code of Ordinances regarding deployment of Small Wireless Facilities in the ROW (hereinafter the “Ordinance”) which governs the application and review process for Agreements and provides the basic local scheme for providers of wireless services and systems that require the use of ROW, including providers of both the system and service, and those providers of the system only.

E. City, in exercise of its management of ROW, believes that it is in the best interest of the public to provide Licensee a nonexclusive license to operate a small cell network in the City.

F. Licensee is willing to compensate City in exchange for a grant and right to use and physically occupy portions of the ROW as provided herein.

AGREEMENT

1. Definitions and Scope. Unless otherwise specifically defined herein any

capitalized terms used herein shall have the meaning set forth in the Ordinance or the Small Wireless Facilities Deployment Act pursuant to Title 54, Chapter 21 of the Utah Code (the "State Code"). In the event of any conflict between this Agreement or City Code (as defined below), the State Code shall prevail otherwise Licensee (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with City's interpretation. In the event of a conflict between the State Code and applicable federal law, the federal law shall prevail otherwise Licensee (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with City's interpretation.

2. Grant. Subject to Laws (defined in Section 15) and this Agreement, City grants Licensee a nonexclusive license, 7 days a week, 24 hours a day, to: (i) Collocate a Small Wireless Facility in the ROW; (ii) Collocate a Small Wireless Facility on a Wireless Support Structure in a ROW; and (iii) install, modify, or replace a Utility Pole associated with a Small Wireless Facility in a ROW. Use of the City's Utility Poles by Licensee shall, in accordance with Section 5, require the City's approval of a Site License. However, the Parties agree that insofar as is possible Licensee will Collocate Wireless Facilities in the following order of preference: existing third-party Utility Poles, replacement third-party Utility Poles, new Licensee-owned Utility Poles, replacement City-owned Utility Poles, and existing City-owned Utility Poles. All of the uses described in romanettes (i, ii & iii)) shall be hereinafter defined as "Licensee's Use". The City expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare. A license is only the right to occupy the ROW on a nonexclusive basis for the limited purposes and for the limited period stated in the license; the right may not be terminated, subdivided, assigned, or subleased except as may be expressly provided in this Agreement.

3. Term of Agreement. The term of this Agreement shall be for 10 years beginning on the Effective Date (the "Term"). At the end of the Term, the Agreement will continue to apply to Site Licenses granted during the License Term. The term of the Agreement may be renewed if the Licensee is in compliance with the terms of this Agreement and all applicable laws, rules, and regulations. The City will not grant new Site Licenses after the Term, until the Parties have executed a new Master License Agreement with terms and conditions acceptable to both Parties and consistent with applicable federal, state and local law. If Licensee abandons a Wireless Site for a period of six (6) or more consecutive months, the Small Wireless Facilities for such Wireless Site shall be removed at the expense of Licensee. In the event Licensee is unable or does not remove such Small Wireless Facility when requested by City, City may, upon sixty (60) days' advance written notice to Licensee, authorize removal and Licensee shall be responsible for all costs incurred for such removal.

4. Fees. Licensee shall pay to the City the Fees and costs set forth in the "Fee Schedule" attached hereto and made a part hereof as **Exhibit A**. Licensee shall pay the one-time application fee with submission of the Site License Application (as defined below). Licensee shall pay the initial recurring fee (if any) on or before the

Commencement Date (defined in Site License attached hereto) and pay subsequent recurring fees on or before each anniversary of the Commencement Date. Licensee shall request and City shall provide Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms. Licensee may make payments by check made out to the order of the City and sent to the following address or through electronic transfer subject to the City's approval and necessary bank routing instructions. Licensee shall provide an irrevocable, unconditional letter of credit or surety bond in an amount as set forth below to guarantee faithful performance of construction or installation work authorized by the issuance of a Site License. Licensee shall maintain said letter of credit or bond in effect for one year following the construction of each Small Wireless Facility, Wireless Support Structure, and any other infrastructure affiliated with the Small Cell. In the event of Licensee's failure to fulfill its construction or installation obligations, the City shall have the option, at its sole discretion, to exercise its rights as obligee under the terms of the bond or letter of credit.

Poles:	Amount:
1-10	$100,000
11-25	$200,000
26-50	$300,000
51-99	$400,000
99+	$750,000

5. Site License.

(a). Prior to Licensee's Use, Licensee shall file a Site License Application for each location in the form acceptable to the City and as provided in the Ordinance ("Site License Application") for one or more poles.

Licensee's Use for attachments to Utility Poles or Wireless Support Structures in the ROW owned by a third party shall not require a Site License; however, upon request, Licensee shall provide the City a certification of authorization to attach to such third party structures.

(b). All Small Wireless Facilities shall comply with the design standards in Section 16.20.090 of the Ordinance and as outlined in Exhibit C. Any additional aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Criteria") which are subsequently adopted by the City from time to time shall only apply if the criteria are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other types of

infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility request/application submitted herein, and (iv) comply with applicable federal and the State Code, as may be amended, modified or replaced from time to time. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. Changes made to the City's Design Criteria shall not be imposed or otherwise applied retroactively unless required by Laws.

(c). The term of each Site License shall be for a period of 10 years and expires on the earlier of the day before the tenth (10th) anniversary of the Site License, the Term of this Agreement, or if this Agreement is sooner cancelled or terminated as provided herein. The Site License Commencement Date shall be the first day of the month following the Parties execution and delivery of a Site License.

(d). A Site License may be terminated prior to the expiration of its term: (i) by City upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Licensee's receipt of notice or if Licensee is in default ; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within 60 days after receipt of written notice; (iii) by Licensee at any time for any reason or no reason; or (iv) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Licensee.

(e). Following expiration or earlier termination of any Site License Licensee shall remove all Licensee owned equipment from the City owned or controlled poles and, other than reasonable wear and tear, repair and restore the City owned or controlled poles and the ROW to its prior condition, unless the City authorized otherwise. In the event that Licensee removes any City poles pursuant to this Agreement, the City shall retain ownership of any poles Licensee or its contractor removes and shall provide directions to Licensee for their reuse or disposal.

6. Permits/Municipal Code**.** While the requirements of the City's Code are in addition to the requirements of this Agreement, Licensee shall also be required to apply for and obtain those additional permits that are required of other occupants of the ROW, such as excavation or closing of sidewalks or vehicular lanes in a City ROW.

7. Interference.

(a). Licensee will not cause interference to City traffic, public safety or other communications signal equipment in the ROW. City agrees that City will not cause interference to Licensee's equipment or Licensee's Use.

(b). If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee's Network Operations Center at 207-358-7467 or to City

at (_____), and the Parties shall work together to cure the interference as soon as commercially possible.

8. Maintenance and Modifications. Licensee shall keep and maintain all of Licensee's equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Licensee may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning equipment at any time.

9. Removal and Relocation. Licensee understands and acknowledges that City may require Licensee to relocate one or more of its Wireless Facilities. Licensee shall at City's direction and upon thirty sixty (60) prior written notice to Licensee, relocate such Wireless Facilities at Licensee's sole cost and expense whenever City determines that the relocation is needed for any of the following purposes: (i) if required for the construction, modification, completion, repair, relocation, or maintenance of a City or other public agency project; (ii) because the Wireless Facilities is interfering with or adversely affecting proper operation of City owned Poles, traffic signals, communications, or other City-owned Utility Poles; or (iii) City's is abandoning or removing the City-owned Utility Pole. In any such case, City shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location. If Licensee fails to relocate any Wireless Facilities as requested by the City in accordance with the foregoing provision, City shall be entitled to remove or relocate the Wireless Facilities at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the City actual costs and expenses incurred by the City in performing any removal work and any storage of Licensee's property after removal within forty-five (45) days of the date of a written demand for this payment from the City.

10. Indemnity/Damages**.** The Licensee shall indemnify, defend and hold the City, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Wireless Facilities or the Licensee's breach of any provision of this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or willful misconduct of the City or an Indemnified Party. The City will provide the Licensee with prompt, written notice of any claim covered by this indemnification; provided that any failure of the City to provide any such notice, or to provide it promptly, shall not relieve the Licensee from its indemnification obligation in respect of such claim, except to the extent the Licensee can establish actual prejudice and direct damages as a result thereof. The Indemnified Party will cooperate appropriately with Licensee in connection with the Licensee's defense of such claim. Licensee shall defend any Indemnified Party, at the Indemnified Party's request, against any claim with counsel reasonably satisfactory to the Indemnified Party. Licensee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each Indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each.

In the event of any damage to Licensee's Small Wireless Facility, City shall have no liability or responsibility to repair the same unless such damage arose from the negligence or willful misconduct of City, its employees, agents, or contractors; provided however, in such case, City's liability shall be limited to the cost to repair or replace the same.

Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of a City-owned Utility Pole or the ROW in which it is located in violation of any applicable federal, state, county, or local law or regulation. Except in circumstances of the sole negligence or intentional misconduct of City, Licensee will pay, indemnify, defend and hold City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Licensee is only using a small portion of the ROW or Property and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and responsibilities under this Agreement.

11. Insurance.

(a). Licensee and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of $3,000,000 per occurrence and $4,000,000 general aggregate or such additional limits as may be determined by the City and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of $500,000 bodily injury each accident, $500,000 disease each employee, and $500,000 disease policy limit.

(b). The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appears under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.

(c). Licensee shall provide the City with a Certificate of Insurance that provide evidence of insurance within thirty (30) days of the Effective Date and thirty (30) days prior to cancellation upon receipt of notice thereof from its insurer(s).

12. Assignment & Sublease. Each license granted herein is personal to Licensee and for Licensee's use only. Licensee shall not lease, sublicense, share with,

convey or resell to others any such space or rights granted hereunder. Provided, however, Licensee may assign this Agreement, any Site License, and/or related other permits or consents to any entity which (i) is an affiliate and is required to fillies a consolidated tax return or wholly owned subsidiary Licensee; or (ii) that acquires all or substantially all of the Licensee's assets in the market. Licensee shall provide the City notice of any such assignment. Notwithstanding the foregoing, the Parties agree and acknowledge that certain Small Wireless Facilities deployed by Licensee in the ROW pursuant to this Agreement may be owned and/or operated by Licensee's third-party wireless carrier customers ("Carriers") and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Any sublease, assignment, or transfer this Agreement or the rights granted hereunder is consented to when the Carrier has a separate Master License Agreement with the City and a Site License that identifies the Carrier on the pole and the City consent to the sublease or assignment in writing. Such Small Wireless Facilities shall be treated as Licensee's Wireless Facilities for all purposes under this Agreement. Without limiting the generality of the foregoing: Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such Small Wireless Facilities, Licensee shall be the City's sole point of contact regarding such Small Wireless Facilities; and Licensee shall have the right to remove and relocate the Small Wireless Facilities to a mutually agreeable site and subject to Licensee obtaining a new Site License for the new site. Except as specifically allowed by this paragraph, Licensee shall not assign, sublease, or transfer this Agreement or the rights granted hereunder without the City's consent.

13. Notices. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to City:	With a copy to:
Millcreek Mayor 3330 South 1300 East Millcreek, UT 84106	City Attorney 3330 South 1300 East Millcreek, UT 84106 City of Millcreek

If to Licensee:	With a copy to:
SQF, LLC 16 Middle Street, 4th Floor Portland, Maine 04101 Attn: Liza Quinn	SQF, LLC 16 Middle Street, 4th Floor Portland, Maine 04101 Attn: Alda Licis

With electronic notice sent to:
SQFNotifications@tilsontech.com

Notices shall be deemed effective upon delivery or refusal of delivery.

14. Change of Law. If any state or federal Law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly amend the Agreement to affect the term or provision set forth under such Law.

15. Taxes. If City is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay any Tax for which Licensee is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under Laws.

16. Laws. The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications regulations and order and the State Code ("Law" or "Laws"). Notwithstanding anything else in this Agreement, City shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or City poles.

17. Miscellaneous. This Agreement shall be governed by the laws of the State of Utah and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both Parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Licensee an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

18. Default. It is a "Default" if (i) either Party fails to comply with this Agreement or any Site License and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the

initial written notice, or (ii) City fails to comply with this Agreement or any Site License and the failure interferes with Licensee's use of its Small Wireless Facility and City does not remedy the failure within five (5) days after written notice from Licensee or, if the failure cannot reasonably be remedied in such time, if City does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice.

19. Remedies. In the event of a Default the non-defaulting Party may terminate this Agreement if the Default affects a majority of the Site Licenses, affects the Agreement as a whole, or any Site License subject to the Default.

20. Conflicts of Interest. Licensee represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the City to secure favorable treatment with respect to this Agreement.

21. Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

Millcreek	SQF, LLC
_____	_____
(Signature)	(Signature)
Printed Name:	Printed Name: Joshua Broder
Title:	Title: Chief Executive Officer
Date:	Date:

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

FEE SCHEDULE

One-Time Application Fee	$100.00 – per application or for each Small Wireless Facility on the same application (if batch application) for the Collocation on an existing or replacement Utility Pole; $250 per application for an activity permitted under Section 54-21-204 of the State Code to install, modify or replace a Utility Pole associated with a Small Wireless Facility; or $1,000 per application for an activity not permitted under Section 54-21-204 of the State Code to install, modify or replace a Utility Pole or install, modify or replace a new Utility Pole associated with a Small Wireless Facility
ROW Access Recurring Fee	$250 – annually for each Small Wireless Facility
City-Pole Recurring Fee	$50.00 - per City Utility Pole per year.

For purposes of determining the total annual fee applicable to a Site License for a partial calendar year in which the Commencement Date occurs in a month other than January, the total fee will be a pro-rated amount equal to the product obtained by multiplying 1/12th of the annual fee by the number of months remaining in such year.
Except as provided in this Fee Schedule, the City shall not require any other or additional recurring fees, costs, or charges of any kind.

: _____

MILLCREEK
SMALL WIRELESS FACILITY DESIGN STANDARDS

14 JULY 2020

1. BACKGROUND AND PURPOSE

Pursuant to Utah Code Ann. §54-21-101 et seq. and Title 16, Chapter 20 of the Millcreek Code of Ordinances wireless service providers and wireless infrastructure providers are permitted to locate small wireless facilities in the public right-of-way. This network of low-powered micro antennas provides cellular and data coverage to supplement the provider's macro-cellular network. New small cell installations will improve the providers' ability to meet current and future consumer cellular and data needs.

These design standards provide design and aesthetic requirements and specifications that all small wireless facilities installed within the ROW must meet prior to installation within Millcreek boundaries. Small cells installed within the ROW are bound to these design standards.

Providers shall consider the aesthetics of the existing streetlights and other City infrastructure near proposed small cell locations, with special attention given to the details of neighborhoods with unique streetlight assemblies. Unique assemblies may include mast arms, decorative pole bases, architectural luminaires, mounting heights, pole colors, etc.

THERE ARE SEVERAL DIFFERENT SMALL CELL INSTALLATIONS ARE PERMITTED WITHIN MILLCREEK:

- Attachments to utility poles and utility lines,
- Attachments to traffic signal poles,
- Attachments to streetlights,
- New freestanding installations (monopoles),
- Other attachments including but not limited to street signs.

1.2 DEFINITIONS

- **City** or **Millcreek** means Millcreek, a Utah Municipal Corporation.
- **Design Standards** or **Standards** means these design standards adopted by the City.
- **FCC** means the Federal Communications Commission of the United States.
- **Monopole** means a monopole facility as defined in City Code Section 19.83.020.
- **Provider** means a person that provides wireless services to customers, and/or builds or installs Wireless Facilities.
- **Small cell** means a small wireless facility as defined in City Code Section 16.20.040
- **ROW** means the right-of-way as defined in City Code Section 16.20.040
- **RMP** means Rocky Mountain Power or its successor.
- **RF** means radio frequency.
- **Utility Pole** means a pole or similar structure that is in a right-of-way and is or may be used for: wireline communications, electric distribution, lighting, traffic control, signage, or the Collocation of a Small Wireless Facility. Utility Pole does not include a Wireless Support Structure, a structure that supports electric transmission lines, or City-owned power poles.

2. GENERAL STANDARDS TABLE

2.1 SMALL CELL EQUIPMENT

AESTHETICS	Equipment should shall match the aesthetics and color of the pole and surrounding poles.
INTERNAL INSTALLS	Equipment shall be installed within an existing pole when technologically feasible and always on a new pole. Any equipment installed within a pole may not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline.
EXTERNAL SHROUDING	The antenna shall be contained in a cantenna and any other equipment shall be contained in an equipment cabinet unless the visual impact can otherwise be reduced by its location on the pole.
ELECTRICAL SERVICE	Requirements per RMP.
WIDTH	May not exceed in width the diameter of the pole by more than 3 inches on either side.
SIDEARM (OFF-SET) INSTALLS	If permitted, may not allow the furthest point of the enclosure to extend more than 18 inches from the pole.
CONDUITS	All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.
HARDWARE ATTACHMENT	All hardware attachments shall be hidden. Welding onto existing equipment is not permitted.

COLOR	All equipment shall be painted to match pole aesthetics. Paint shall be powder coated over zinc paint. If a wood pole, the visible attachments and hardware shall be colored gray.
EQUIPMENT CABINET ACCESS DOORS	Lockable access door sized to install, maintain, and remove all small cell equipment as needed shall meet provider's requirements. Utility access shall be per RMP requirements.
CABLES	All cables shall be clearly labeled for future identification.
CANTENNAS	Cantenna must be mounted directly on top of the pole unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and cantenna is required. Cantenna shall be maximum of 14-inch diameter.
STICKERS	Any on-pole cabinet and ground mounted utility box should be labeled a **(1)** RF warning sticker, background to match pole color, no larger than 4 x 6 inches. Facing to the street near the elevation of the antennae, **(2)** 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number, and **(3)** No advertising, logos or decals.
LIGHTS	There shall be no lights on the equipment unless required by federal law.
GROUND MOUNTED EQUIPMENT BOX	Must meet and follow existing City ordinances for ground mounted utility boxes and be attached to a concrete foundation.
HEIGHT OF EQUIPMENT ON POLE	The lowest point may not be lower than 8 feet from the grade directly below the equipment enclosure.
POWER METER	As required by RMP and in a location that **(1)** minimizes its interference with other users of the City's right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the right-of-way, and **(2)** minimizes its aesthetic impact.

2.2 NEW AND REPLACEMENT METAL POLES

POLE STYLE	Round. Pole shall match aesthetics of surrounding streetlights. Pole extension on traffic signal pole shall match the rest of the pole.
POLE CONNECTION	Attachments to the side of a pole must be placed perpendicular to the street away from the vehicular traffic.
COLOR	A pole and pole extension shall be galvanized in accordance with AASHTO M 111. A pole and pole extension shall be painted to match existing streetlight aesthetics, paint shall be powder coated over zinc paint (Pole shall still be galvanized).
HEIGHT	Any pole with a collocated small cell shall not exceed 50 feet including the equipment. Pole shall be measured from the top of the foundation to the top of the cantenna.
DESIGN WIND VELOCITY	All structural components of small cell pole, standard, base, equipment cabinet, couplers, anchor bolts, luminaires, cantenna, and other attachments to be used shall be designed for a minimum of 115 MPH wind velocity, in accordance with AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, TIA-222 rev G and ASC 710 with IBC 2012 (or latest standard), plus amendment for snow loading and other local conditions. Any pole not meeting these requirements may not be used for a small cell attachment or must be replaced.
CONDUITS	All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.
STICKERS	On each pole, a **(1)** RF warning sticker, background to match pole color, no larger than 4 x 6 inches. Facing to the street near the elevation of the antennae, **(2)** 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number , and **(3)** No advertising, logos or decals.

2.3 GENERALLY APPLICABLE REQUIREMENTS

Any small cell is collocated on a pole must comply with the following requirements:

- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines, or along secondary property street facing.
- With appropriate clearance from existing utilities.
- Preferably equidistant from adjacent poles.
- In a single family neighborhood, noise limit to be 5dBA above ambient sound, not to exceed 30 dBA as measured at a property line. Other noise regulations may apply. If the facility does not generate noise, include this information in the submittal so information can be shared with neighborhood.
- Providers shall consider the aesthetics of existing streetlights and street furniture in the neighborhood of the proposed small cell locations.
- These aesthetic considerations and accommodations are to be included in the application submittal.
- All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interferes with the operation and maintenance of signal lights, signage, street lights, street furniture, fire hydrants, or business district maintenance.
- Minimize impact to the aesthetics of the excising poles.
- New poles shall match aesthetics of adjacent poles.

LOCATION PREFERENCES:

- On-strand attached to a utility pole
- Attachments to utility poles
- Attachment to plain wood or metal streetlights
- Installation of monopoles
- Attachment to traffic signal poles
- Attachment to enhanced service area streetlights

SMALL CELL EQUIPMENT SHALL BE MOUNTED ON OR HIDDEN INSIDE THE POLE AS FOLLOWS:

- Antenna: Inside a cantenna.
- Monopoles: all equipment inside monopole in base cabinet.
- Utility poles and wood poles: All equipment located on poles if allowed by pole owner, and anything not on the pole to be located in a ground mounted utility box. Fiber in conduits flush with pole.
- Traffic signal poles: All equipment in ground mounted utility box. Fiber inside pole in conduit (if conduit is not available, pole cannot be used).
- New / replacement metal streetlight poles: all equipment inside pole in round base cabinet.
- Decorative streetlights – replace with equipment inside pole
- Enhanced service area streetlights – Replace existing streetlight with matching streetlight and all equipment inside pole
- Deviations from this guide may be approved if reasonable on a case-by-case basis by Millcreek prior to installation.
- The specifications provided in this chapter are for single carrier with single technology installations within the ROW only. Dual carrier, dual technology installations, or small cell locations not in the public ROW may vary from these guidelines with Millcreek approval.
- Placed so as not to interfere with normal operation and maintenance of streetlight or other street appurtenances.
- Radiation certified to be at safe levels by A non-ionizing radiation electromagnetic radiation report (NIER) shall be submitted to the pole owner and retained on file for equipment type and model.
- The NIER report shall be endorsed by Qualified professional. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
- City workers and contractors to have ability to easily shut off radio signals and power while working on pole. (And we have the right to turn off or disconnect for necessary operations).
- Attachments to a pole or any new or replacement pole shall have a smooth transition between the small cell and the pole and (except for the top of a cantenna) shall not have any flat surface of more than 1.5 inches to prevent creation of a ledge.
- New small cell facility must be encased in a separate conduit than any City electronics

POWER AND GROUND MOUNTED UTILITY BOXES

- Back up batteries must be in a ground mounted utility box, or underground where possible.
- A separate meter and disconnect is required for both the power and the cell signal that can be accessed and operated by street lighting maintenance personnel.
- Must have metered power.

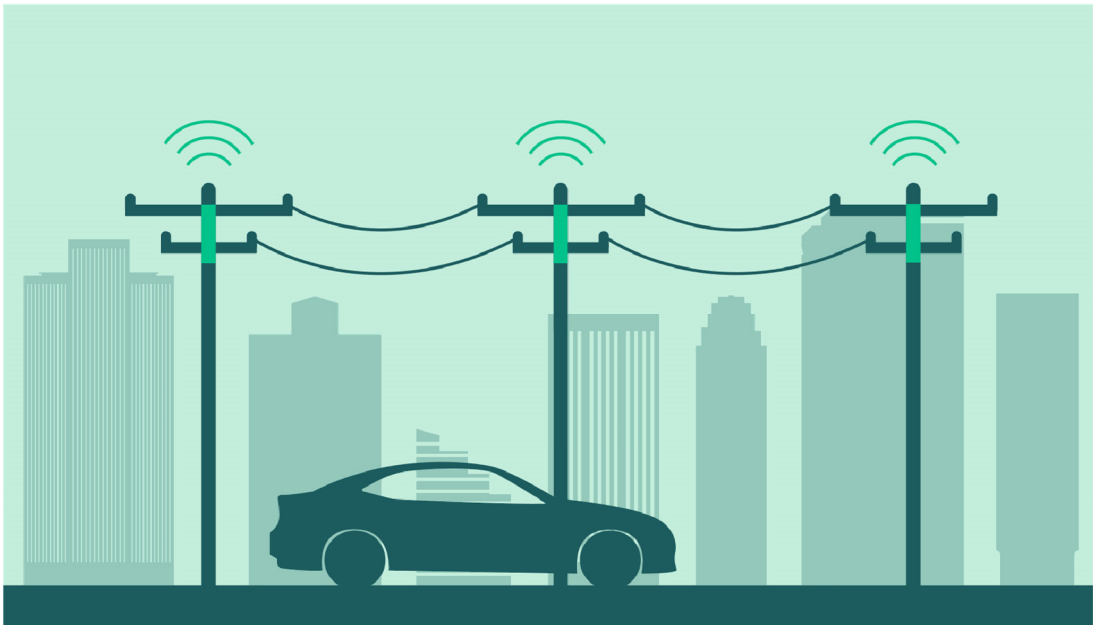
STANDARDS FOR SMALL CELL FACILITIES WITHIN A LOCAL HISTORIC DISTRICT OR ADJACENT TO A LOCAL HISTORIC SITE.

In order to maintain the character of a historic site or district as contemplated in Title 19 of this code, all wireless facilities and new structures in a historic district or a character conservation district must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts. The placement of small wireless facilities on existing structures or new poles shall be subject to the following:

- Installation of small cell facilities within a local historic district or adjacent to a local historic site shall require a site plan review by Millcreek Planning for compliance with the standards and intent of the Historic Preservation code.
- New and replacement structures must be of monopole design; lattice structures and wooden structures will not be permitted.
- Small cell facilities shall not be installed on existing or new poles located in front of a building designated as a local historic site.
- The design of wireless facilities and related new structures must be integrated with existing buildings, structures and landscaping, including considerations of height, color, style, placement, design and shape.

Also see Technical Specifications in Section 8.

3. ATTACHMENTS TO THIRD PARTY UTILITY POLES



3.1 PURPOSE

This chapter of the standards for attachment of a small cell facility to a third party pole. A small cell attachment will conform to pole owner's attachment standards.

3.2 STANDARDS

Any attachment to a utility pole or utility line must first be approved by the owner of the utility pole. This includes attachment of overhead fiber and on-strand attachments proposed to attach to a utility pole. These standards apply whether attachment is to an existing utility pole, or if the owner requires installation of a replacement pole. A new utility pole installed for the purpose of attaching a small cell is not permitted but would be treated as a monopole.

4. ATTACHMENTS TO TRAFFIC SIGNAL POLES



4.1 PURPOSE

This chapter of the standards governs attachment of a single small cell to the top of an traffic signal upright pole. A small cell may not be placed on a traffic signal upright pole where there is a luminaire attached.

4.2 STANDARDS

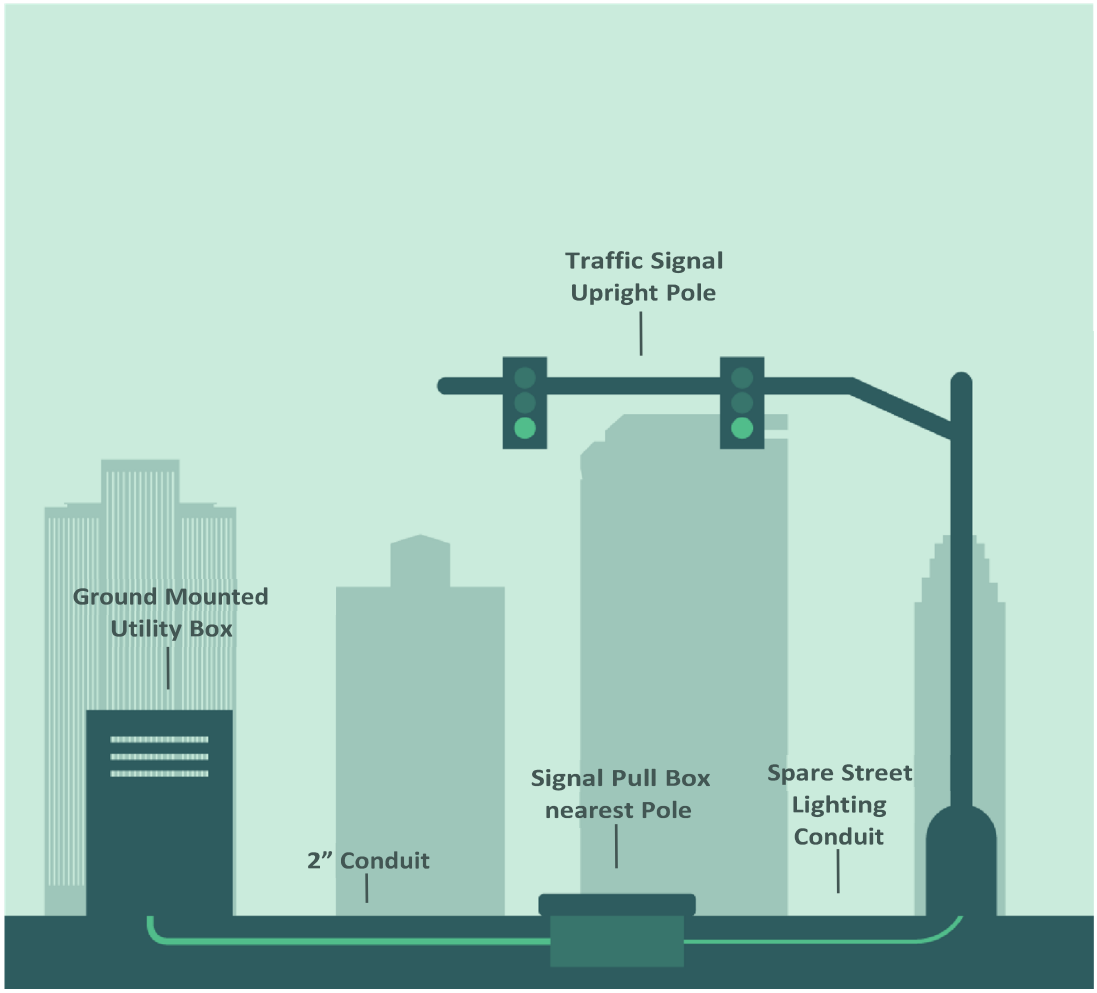
All provider equipment other than the antenna shall be housed inside a ground mounted utility box or hidden within the cantenna. The antenna may only be attached to the top of the upright pole. No provider equipment shall be strapped to the outside of the signal pole or on a side arm extension.

No physical, electrical, or radio interference by the small cell with the traffic signal:

The provider needs to provide analysis that the proposed small cell shall not cause any interference with City public safety radio system, traffic signal, emergency signal control devices, radio read water meters, “smart” street lights, future “smart city”

applications, other city communications components, or any other unforeseen interferences.

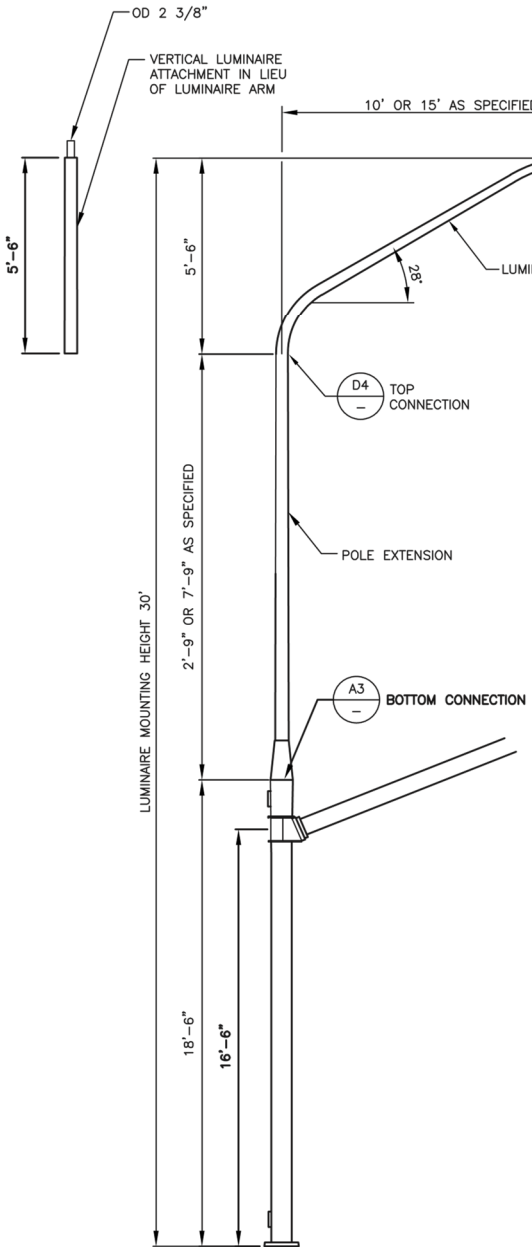
Figure 4-1: Small Cell Assembly on a Traffic Signal



4.3 PLACEMENT REQUIREMENTS

Located on existing traffic signal upright pole

Figure 4-2: Traffic Signal with Luminaire light extension (Luminaire to be replaced by small cell installation)



LUMINAIRE EXTENSION

1. GENERAL

A. Submit shop drawing to engineer and receive approval prior to ordering signal

B. Get Approval form city forester and engineering prior to trimming any trees or shrubs.

2. PRODUCTS

A. Luminaire arm or extensions and related hardware are contractor furnished items.

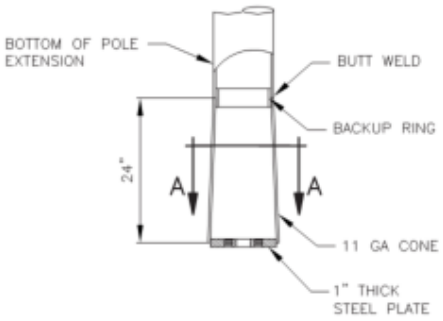
B. Steel: Grade C, ASTM C 570 all steel components are hot-dipped galvanized, ASTM A 123, etched, and painted black.

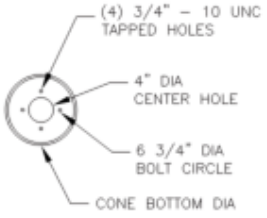
C. Paint: Powder coat gloss black.

2. EXECUTION

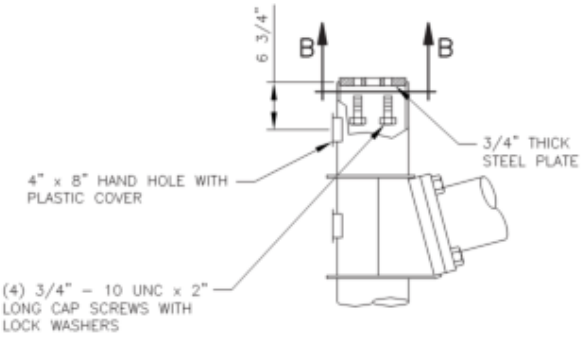
A. Maintain at least 10' clearance from all Luminaire hardware to overhead power lines.

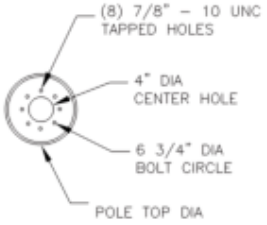
B. Paint all metal components. Do not damage painted finish during transport and placement.





SECTION A–A

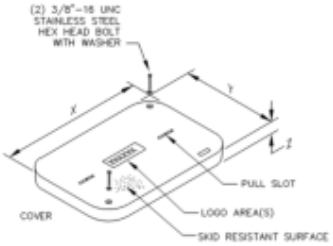


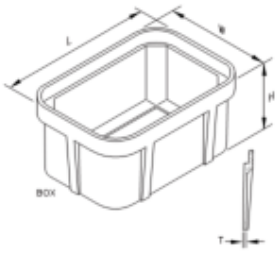


SECTION B–B

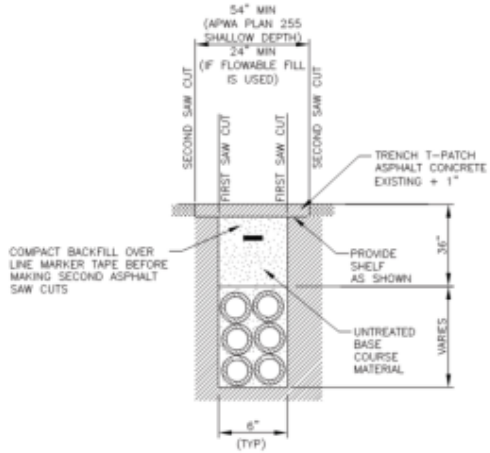
A3 BOTTOM CONNECTION
SCALE: NTS

JUNCTION BOX TYPE AND DIMENSIONS								
TYPE	L	W	H	T	X	Y	Z	TIER
I	20 1/4	13 3/8	24	1/2	18 1/8	11 1/4	1 3/4	22
II	32 1/4	19 1/4	24	1 1/4	30 1/2	17 1/2	2	22
III	37 5/8	26	24	2	35 5/8	24	3	22
D	49 5/8	32 1/8	24	2	47 5/8	30 1/8	3	22

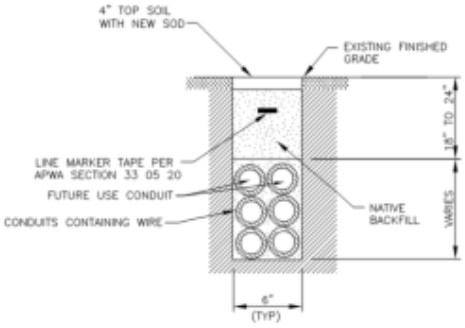




A4 JUNCTION BOX AND LID DIMENSIONS
SCALE: NTS

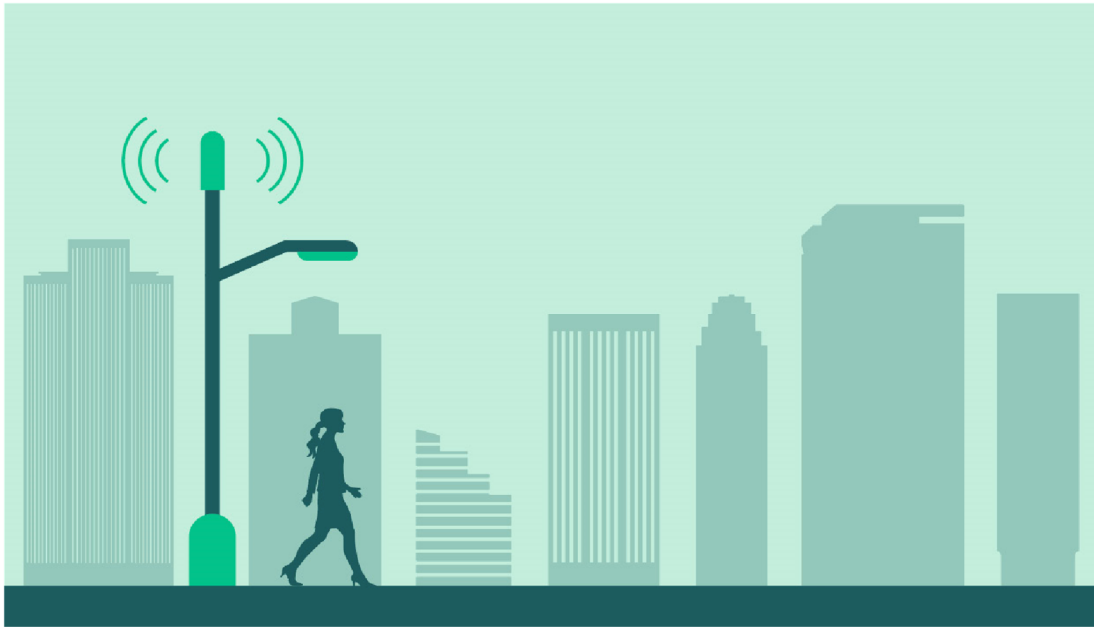


A3 ROADWAY TRENCH DETAIL
SCALE: NTS



A1 LANDSCAPE TRENCH DETAIL
SCALE: NTS

5. ATTACHMENTS TO STREET LIGHTS



5.1 PURPOSE

This chapter governs small cell attachments to a streetlight. Three different types of small cell installations are permitted on streetlights, including:

- Collocating small cell equipment on plain (non-decorative) wood or metal streetlight poles.
- Replacing an existing or adding a new wood or metal streetlight pole so that small cell equipment can be attached.
- Collocating on enhanced service area streetlight poles.

5.2 STANDARDS

All provider equipment shall be housed internal to the equipment cabinet or hidden behind the cantenna. No provider equipment shall be strapped to the outside of the pole.

On an existing pole, the equipment excluding the antenna shall be shrouded in an equipment cabinet if on the pole, otherwise shielded from view (for example, behind a sign), hidden within the cantenna, or contained in a ground mounted utility box.

On a new streetlight, the provider may house the equipment inside the pole structure in an equipment cabinet at the base of the upper pole.

A base equipment shall be round with a diameter of a base cabinet of at least 16- inch and no more than 20- inch diameter.

The meter shall be contained in a ground mounted utility box, unless permitted to be inside an equipment cabinet as approved by RMP.

New streetlights or replacement streetlights shall comply with the City Street Lighting Master Plan, which provides guidance on luminaire design aesthetics, lighting level criteria, typical street light spacing, and street light details.

- All equipment height shall be above the ground at least 8 feet. If the small cell equipment orients toward the street, the attachment shall be installed no less than 16 feet above the ground.
- Equipment shall be oriented away from the street.
- The size of small cells shall be minimized as possible to minimize visual impact without interfering with the small cell operation.
- Equipment may not block visibility of streetlight banners.

An example of an unacceptable small cell installation, and acceptable installation can be found in **Figures 5-1** and **5-2**.

Figure 5-1: Unacceptable





Conduit, mounting bracket, and other hardware must be hidden from view

Cantenna must include a smooth transition between upper pole and cantenna attachment



Upper pole shall be smooth and straight, with 1.5- inch (max.) of flat surface where mounted to the equipment cabinet

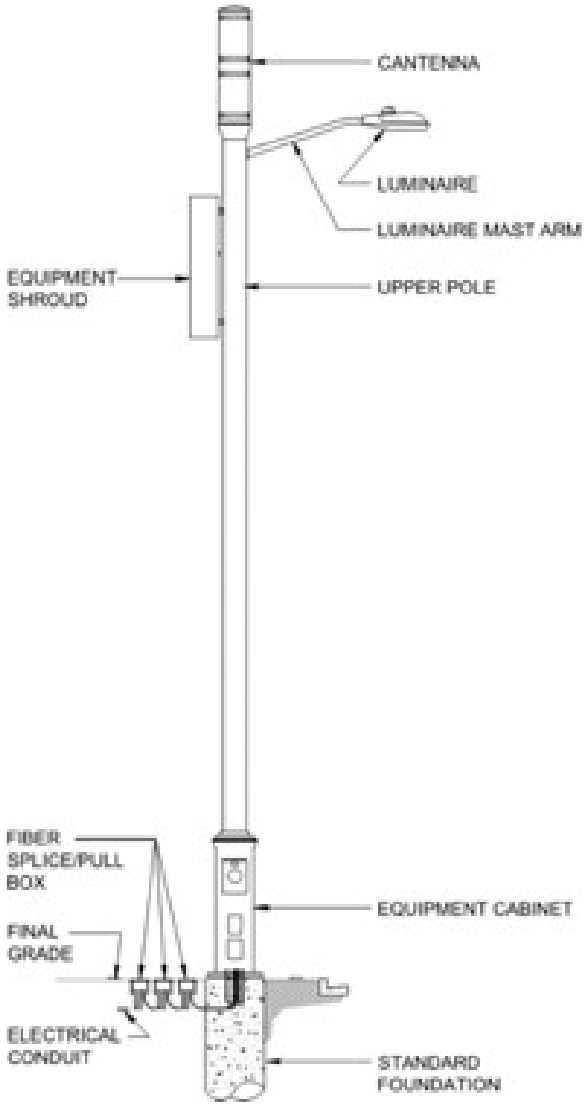
Equipment cabinet must be round. Diameter shall range from 16 to 20 inches.

Figure 5-2: Acceptable

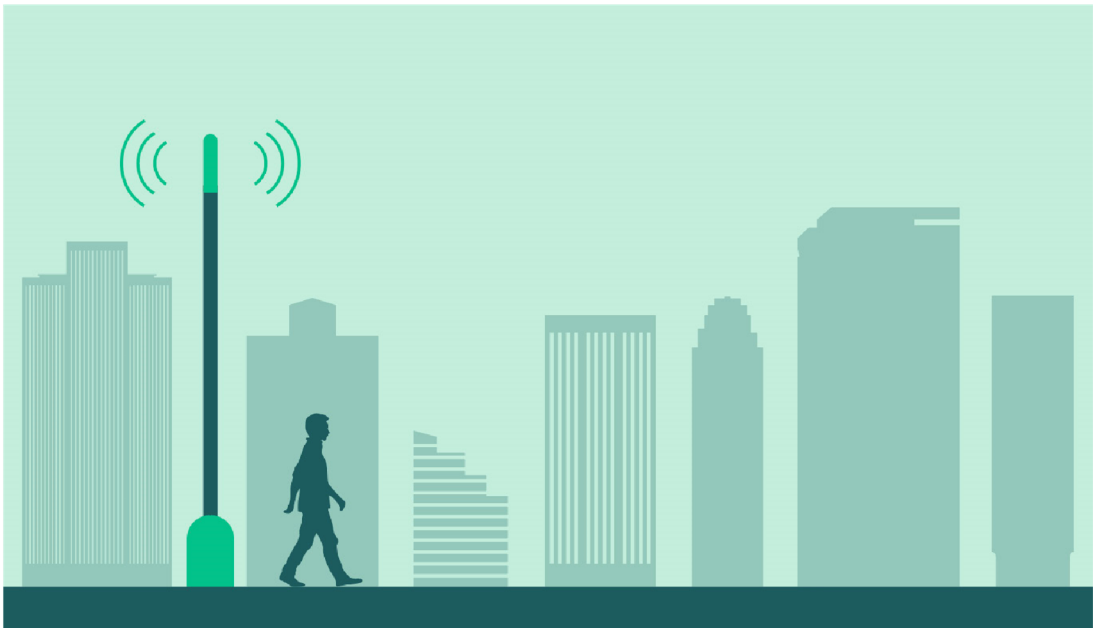


- Attachments to an enhanced service area light pole cannot change overall character of light or proportion of the luminaires with the placement of a cantenna. The lighting level of service cannot be decreased.
- All new luminaires shall be the same height as adjacent streetlights.
- City may require a new streetlight in lieu of a monopole.
- Wood poles only allowed by approval in areas that are predominately wood or when replacing an existing wood pole.

Figure 5-4: Combination Street Light Pole with Cantenna and Equipment Shroud



6. INSTALLATION OF MONOPOLES



6.1 PURPOSE

This chapter of the Standards is to be used when installing a freestanding small cell installation, referred to as a monopole.

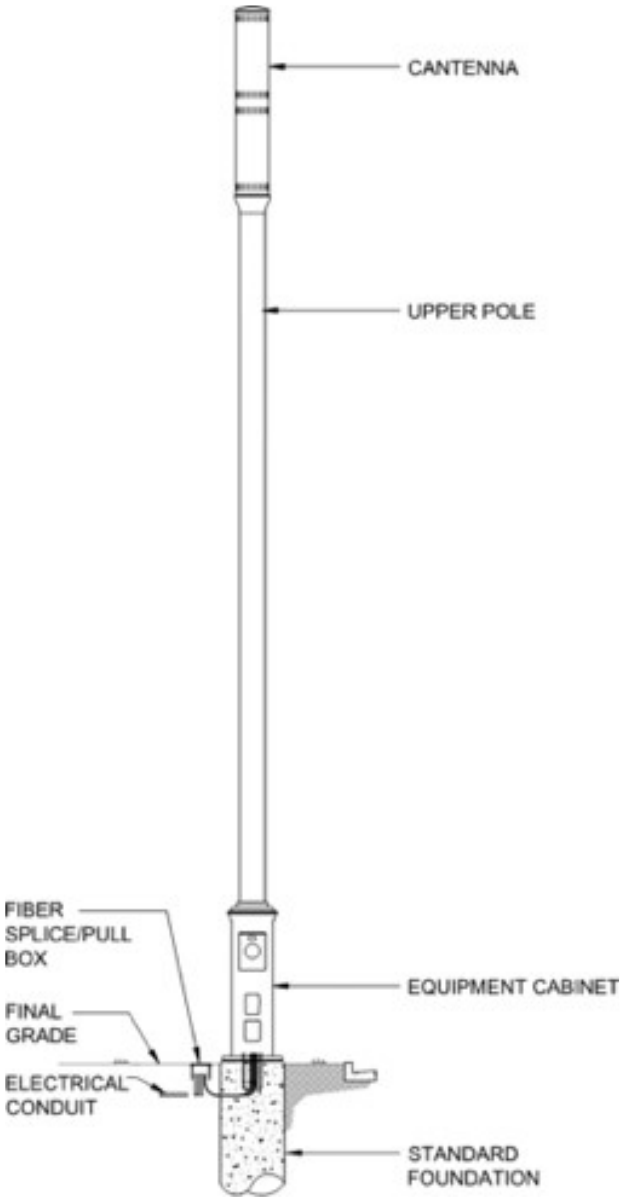
6.2 STANDARDS

All small cell carrier equipment excluding the antenna shall be housed internal to an equipment cabinet at the base of the pole or hidden behind the cantenna. No provider equipment shall be strapped to the outside of the monopole.

- Monopoles to coordinate with neighborhood pole style and material type.
- New monopoles must be metal (aluminum or steel).
- Ownership of monopoles is to remain with the provider. City reserves the right to attach any sign (such as a no parking sign) on the monopole.
- At least 15% of the pole design structural capacity shall be reserved for future City installations.
- All new poles must have appropriate clearance from existing utilities.

Freestanding small cell pole components include the foundation, equipment cabinet, upper pole, cantenna, and all hardware and electrical equipment necessary for a complete assembly, as shown in **Figure 6-3**

Figure 6-3: Monopole



6.3 PLACEMENT REQUIREMENTS

All monopoles shall be privately owned and must be permitted by Millcreek engineering via the Site License as outlined in the Master License Agreement.

- Preferred location for new pole is generally on property line to avoid interference with building face, views, business signage, pedestrian flow, etc.
- In a manner that does not impede, obstruct, or hinder pedestrian or vehicular travel.
- So as not to be located along the frontage of a Historic building, deemed historic on a federal, state, or local level.
- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines, or along secondary property street facing.
- Within the street side treatments, such as park strips, wherever possible.
- In alignment with existing trees, utility poles, and streetlights.
- Equal distance between trees and other poles when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
- With appropriate clearance from existing utilities.
- Outside of the 20-foot equipment clear zone (for base cabinets less than 18-inches in diameter) or 30-foot clear sight triangle (for base cabinets equal to or greater than 18-inches in diameter) at intersection corners as shown in Figure 6-7.
- 10 feet away from the triangle extension of an alley way flare.
- Shall not be located within 100 feet of the apron of a fire station or other adjacent emergency service facility.

STANDARDS FOR MONOPOLES RESIDENTIAL STREETS LESS THAN 60 FEET WIDE:

Residential zones: A wireless provider may not install a new utility pole in a public way adjacent to a residential zone, if the curb to curb measurement of the street is 60 feet wide or less as depicted on the official plat records or other measurement provided with the application, unless the wireless satisfies the requirement of

16.20.110 of the Millcreek Code of Ordinances **Figure 6-4** shows freestanding small cells which is preferred to be a minimum of 250 feet apart radially. This radius extends around corners and into alleys. They shall be located in line with trees, existing streetlights, utility poles, and other furniture located in the side treatment area, as shown in **Figure 6-5.**

Figure 6-4: Freestanding Small Cell spacing radius

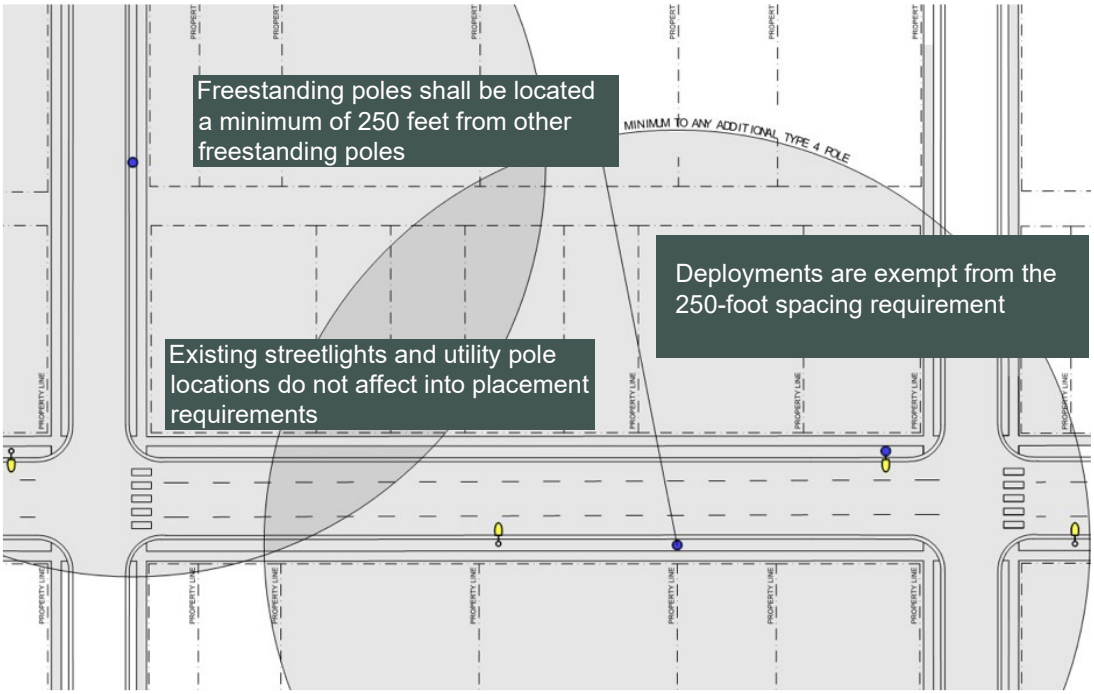
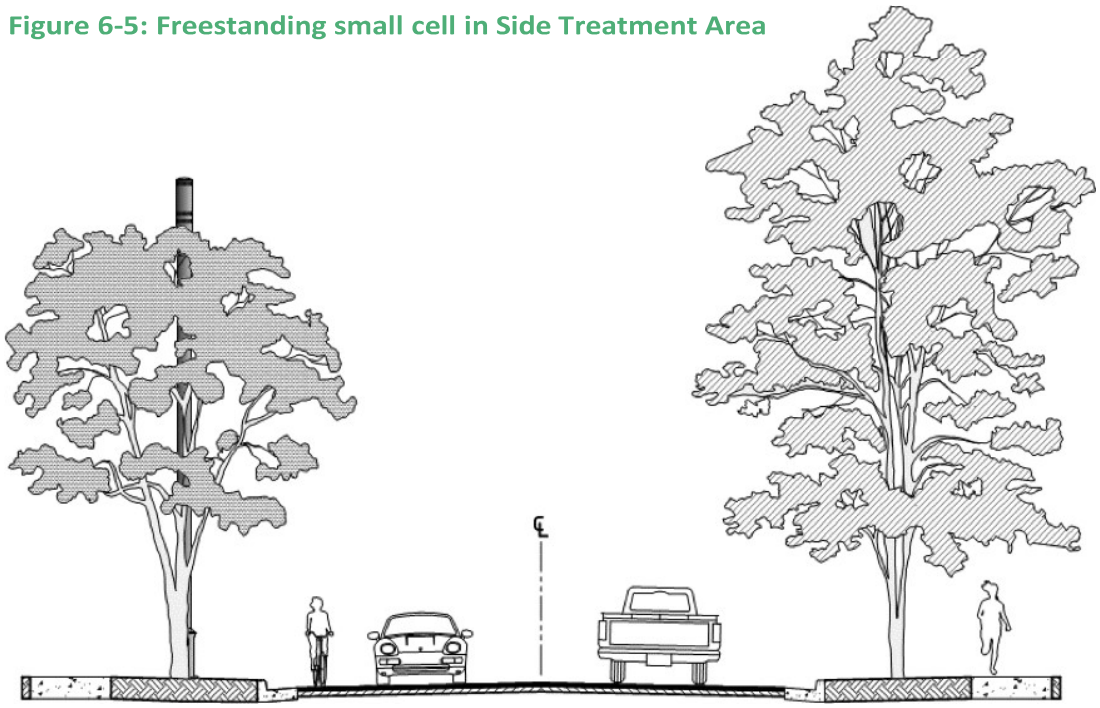
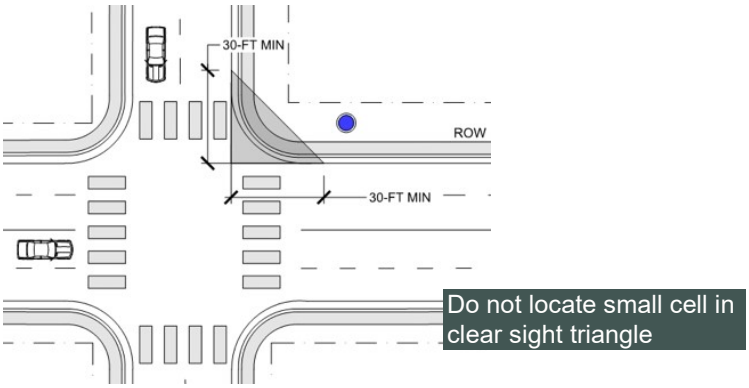


Figure 6-5: Freestanding small cell in Side Treatment Area



Freestanding small cells shall be located such that they in no way impede, obstruct, or hinder the usual pedestrian or vehicular travel, affect public safety, obstruct the legal access to or use of the public ROW, violate applicable law, violate or conflict with public ROW design standards, specifications, or design district requirements, violate the Federal Americans with Disabilities Act of 1990, or in any way create a risk to public health, safety, or welfare.

Free standing small cells shall be located within the ROW and off set from the sidewalk as shown in **Figure 6-6.**



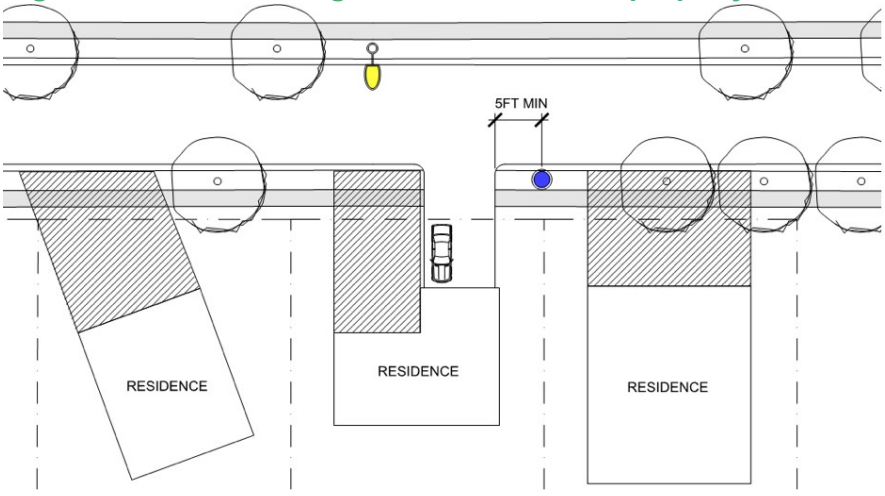
Freestanding small cells shall be located at intersecting property lines as much as possible. Whenever possible, the freestanding small cell shall be located on the secondary street. Small cells shall also be located a minimum of 15 feet away from trees to prevent disturbance within the critical root zone of any tree, as shown in **Figure 6-7**.

Figure 6-7: Freestanding small cell location between property and trees



The small cells shall not be installed between the perpendicular extension of the primary street-facing wall plane of any single or two-family residence as shown in **Figure 6-8.**

Figure 6-8: Freestanding Small Cell between property lines



Do not locate small cell in the perpendicular extension of the primary street-facing wall plane

Do not locate small cell in front of driveways, entrances, or walkways

When located adjacent to a commercial establishment, such as a shop or restaurant, care shall be taken to locate the small cell such that it does not negatively impact the business. Small cells shall not be located in-front of store front windows, primary walkways, primary entrances or exits, or in such a way that it would impede a delivery to the building. Small cells should be located between properties as much as possible as shown in **Figure 5-9.**

Figure 5-9: Small Cell in Commercial Area



7. TECHNICAL SPECIFICATIONS

The following sections describe in detail the foundation and electrical specifications. All work completed in the ROW must be in accordance with Millcreek Design Standards.

This work consists of furnishing and installing foundations, small cell poles, conduit, junction boxes, cable, wiring, junction boxes, and incidental materials for small cell installation in accordance with these specifications and in conformance with the details, lines, grades, and locations shown on the plans.

MATERIALS

Small Cell facilities' materials shall conform to Small Cell and Electrical Materials.

A) **FOUNDATIONS.** Concrete bases and equipment pads shall be pre-cast or cast-in-place concrete per the City standard to meet ACI 318. A complete foundation includes the concrete, reinforcing steel, anchor bolts, leveling nuts, conduit stubs, ground rod and wire, excavation and backfill, restoration, accessories as required to provide a complete unit. Banner arm (if required) wind loading shall be incorporated into light standard structural design.

B) **SMALL CELL STANDARD.** A complete light standard includes the metal upper pole, mounting bracket, mast arm(s), cantenna, equipment cabinet, base, grounding system, and all hardware. The upper pole shall have a handhole at the top to maintain City fiber and streetlight electrical service. An optional handhole shall be provided at the bottom of the upper pole if fiber and electrical service cannot be accessed from the equipment cabinet.

Pole and mast arm or arms shall be the type and size shown on the plans.

C) CONDUIT. Conduit includes conduit, trenching, backfill, jacking, auguring, fittings, drainage tees, sealing, restoration, and accessories as required to provide a complete installation.

D) ELECTRICAL WARNING TAPE. Detectable electrical warning tape shall consist of pre-manufactured non- adhesive polyethylene material that is unaffected by acids, alkalines, and other soil components. The color of the tape shall be red, and it shall be, at a minimum, 3.5 mils thick and 6 inches wide. Its tensile strength shall be 2,500 psi lengthwise.

The electrical tape shall include the following identification printed in black letters continuously along the length of the tape: “CAUTION BURIED ELECTRIC LINE BELOW”.

The identification note and color of tape shall conform to the requirements of the
“American Public Works Association (APWA) Uniform Color Codes (Red) – Electrical Power Lines, Cables, Conduit and Lighting Cables.”

E) CONDUCTORS. Conductor includes control wiring, luminaire wiring, main circuit wiring, ground wiring, service entrance wiring, pulling, splicing, connections, testing, and all other wiring necessary for a complete installation.

F) PULL BOXES. Pull box includes pull box, cover with bolts, excavation, gravel base, backfill, sealing, restoration, and accessories as required to provide a complete installation.

G) MATERIALS LIST. At the preconstruction conference the Contractor shall submit to Millcreek three copies of a list of all materials and equipment to be incorporated into the work. The Contractor shall include the following items on the list:

- Small cell standards
- Pull Box
- Fuse holders
- Conductors
- Conduit
- Wireless Lighting Control and Monitoring System
- Small cell foundations
- Equipment pads
- All other items required for a complete installation

Millcreek will return lists that are incomplete or that include unacceptable materials to the Contractor for correction and re-submission.

The Contractor shall not order materials or equipment until Millcreek and the party or agency responsible for maintenance have reviewed and approved the materials and equipment list. Millcreek' approval of the list shall not relieve the Contractor responsibility for the proper functioning of the completed installation.

GENERAL

All work shall conform to these specifications and the National Electrical Code
(NEC) when the small cell pole is owned by Millcreek or the provider, or the National Electrical Safety Code (NESC) when the small cell pole is owned by Rocky Mountain Power.

The Contractor and/or provider shall keep fully informed of and comply with all Federal, State, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which may affect those engaged or employed on the work, or affect the conduct of the work. The Contractor and/or provider shall protect and indemnify Millcreek and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor and/or provider, the subcontractors, suppliers of materials or services, or their employees.

Each system shall be installed as shown on the plans or as designated. The Contractor and/or provider shall furnish and install all incidentals necessary to provide a complete working unit or system.

CONCRETE FOUNDATION PADS AND SMALL CELL STANDARD FOUNDATIONS.

Foundations shall be installed as shown on the plans, complete with grounding. The Contractor and/or provider shall test and report soil conditions to Millcreek as necessary to ensure proper installation of foundations. Foundations shall be installed at the final grade.

All anchor bolts shall be positioned by means of steel templates. The center of the template shall coincide with the center of the foundation. Anchor bolt size and 19.5inch bolt circle shall accommodate a 16-inch equipment cabinet per manufacturer's requirements. Anchor bolt size and 23.5-inch bolt circle shall accommodate a 20-inch equipment cabinet per manufacturer's requirements.

All small cell standard foundations shall be as detailed.

Conduits shall be properly positioned and anchored before the concrete is placed.

Coordinate the base setback and orientation with Millcreek.

All foundations shall have ground rods conforming to the NEC or NESC. All foundations on structures shall be grounded to the structural steel by a method that is in accordance with the NEC or NESC and which is approved by Millcreek.

Concrete shall be Class B.

Anchor bolts shall be designed by the Contractor's and/or provider's engineer or as shown on the working drawings. The threaded ends of the anchor bolts, the nuts, and the washers shall be galvanized in accordance with ASTM A153.

ALL POLES AND CANTENNA STANDARDS

Metal small cell standards shall be fabricated of steel unless otherwise approved by Millcreek. Whenever Small Cell Standard Metal is specified, the Contractor and/ or provider shall furnish galvanized steel. The Contractor and/or provider may furnish aluminum small cell standards if Millcreek gives approval. Material type and shape of small standards shall be the same throughout the design district, unless otherwise approved by Millcreek.

All standards shall have weatherproof cable-entrance grommets located in conformity with the type of mounting used. Metal surfaces shall be free of imperfections marring the appearance and of burrs or sharp edges that might damage the cable.

All metal poles shall be straight and shall be supplied with polecaps when applicable.

Steel mast arms shall be made of Schedule 40 standard steel pipe conforming to ASTM A 53.

All steel poles, mast arms and base flanges shall be hot-dip galvanized in accordance with ASTM A 123. Units on which the spelter coating has been damaged shall be repaired as provided in AASHTO M 36, or other approved method.

Base flanges for steel poles shall have continuous welds both inside and outside, unless otherwise permitted. Base flanges inserted into the pole and bonded shall meet the requirements for materials and strength stated herein.

Each metal standard shall be wired with a breakaway fused connector of proper capacity rating. The fused connector shall be located in the

equipment cabinet. If the light standard has no equipment cabinet, the fused connector shall be located in the pole at the hand hole.

All equipment cabinets or bases shall have vandal resistant, removable access doors.

Hardware used with steel standards shall be either cadmium plated steel, hot dip galvanized steel, or stainless steel.

Materials shall be of a standard line from a name brand manufacturer or as specified in this document. Electrical material shall be listed by the Underwriters' Laboratories, Inc. (UL), and shall conform to the National Electrical Code (NEC) when the street lights are owned by SLC, or the National Electrical Safety Code (NESC) when the street lights are owned by the Utility. Material shall be the same as, or compatible with, that used and accepted by the agency responsible for maintenance.

Millcreek may inspect all lighting material and all electrical materials and all other materials and accept or reject them at the project site. Samples may be taken, or manufacturer's certifications may be accepted in lieu of samples.

Poles, equipment cabinets, and bolts shall be galvanized stainless steel. Galvanizing will be performed in accordance with ASTM 123 and meet the following galvanization and paint requirements.

1. Galvanizing will be SSPC-SP1 Solvent wiped where needed and the Galvanizing will receive a sweep blast to a uniform dull appearance. Any areas of fracture will be repaired. Any excess zinc build up shall be blended to no higher than the height of a dime with no thick edges or areas that may cause paint entrapment potentially leading to a premature coating failure.

The first epoxy coat typically should be applied within 120-180 minutes of abrasive blasting. Items shall be cleaned free of blast debris before coating. Compressed air should be used to clean items; items should be free of Oil, residue, and any other contaminates/debris.

- Epoxy Primer Gray- B107989EA80K-A
- Impact Resistance Direct 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Impact Resistance Indirect- 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Cross- Hatch Adhesion 5B (ASTM D3359)
- Conical Mandrel 1/8" (ASTM D522)
- Pencil Hardness 2H (ASTM D3363)
- Specific Gravity 1.58 +/- 0.05 G/ML
- Theoretical Coverage 121.63 ft2/LB @ 1.0 Mil
- 60 percent gloss 75-85 (ASTM D523)

The Epoxy prime coat shall be applied on poles for an DFT Average of 5.0 Mils for the bottom eight feet, 3.0 Mils DFT above that. Arms have the epoxy prime applied for 3.0 mil DFT. DFT readings shall be taken in accordance with SSPC-PA2.

Top coat to be applied for an DFT of 3.0 mils average unless noted otherwise. Aerosol touch up should be used for coverage on areas that were masked by a hanging device (Hanging hook or chain, etc.) or used to repair small scratches or imperfections.

Poles shall be set plumb, and centered, on the small cell standard foundation using leveling nuts when installed.

Defects and scratches on painted, powder-coated, or anodized poles shall be primed and painted with a color-matched paint to match undamaged pole sections. Defects and scratches on galvanized poles shall be re-galvanized in the field.

Stainless steel mounting hardware shall be used to mount luminaires, mast arms, access doors, cantenna, equipment cabinet, and other hardware to the poles. Apply an approved zinc-based anti-seize compound to all mounting hardware prior to assembly.

Banner arms (if required) shall be incorporated into small cell standard structural design.

CONDUIT

All conduit shall be installed within the public Right of Way and shall be at least two-inch (2” minimum) inside diameter unless otherwise designated on the plans. The Contractor and/or provider may use larger conduit than specified. If larger conduit is used, it shall be for the entire run from outlet to outlet. Reducer couplings shall not be used. Larger conduits shall be sized to accommodate the constraints established by the hole in the pole anchor base plate.

Conduit terminating in standards or pedestals shall extend approximately two inches past the foundations and shall slope toward the junction box opening. Conduit entering pull boxes shall terminate two inches inside the box wall and two to five inches above the bottom and shall slope toward the top of the box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box shall be located near the end walls to leave the major portion of the box clear. At all outlets, conduits shall enter from the direction of the run.

The ends of all conduits, whether shop or field cut, shall be reamed to remove burrs

and rough edges. Cuts shall be made square and true so that the ends will butt or come together for their full circumference.

Unless otherwise specified, conduit shall be rigid non-metallic electrical conduit currently recommended and approved by Underwriters' Laboratories, Inc. for the proposed use conforming to ASTM-F 441 schedule 40, (Schedule 80 or bored HDPE where installed under roadways).

Fittings shall be the type used outside the conduit and PVC cement welded. Submersible fittings shall connect the conduit in a manner that makes the joints watertight.

All in-grade Pull Boxes shall be polymer concrete, bottomless and tier 22 rated bolted covers. 13 inches by 24 inches and 18 inches deep manufactured by Quazite; Cat. # PG1324BA18, unless otherwise noted on the plans. Covers shall be Cat. # PG1324HH00 with stainless steel bolts and the word "ELECTRIC" molded into the top

Non-metallic conduit shall be cut with a hacksaw or other approved tool. Non-metallic conduit connections shall be the solvent-weld type.

Conduit connections at junction boxes shall be tightly secured and waterproofed. All conduit ends shall be sealed with duct seal after installation of wiring. The duct seal shall be rated for outdoor use.

When specified, conduit shall be installed under existing pavement by boring operations. Where plans show that existing pavement is to be removed, jacking the conduit is not required. Jacking or drilling pits shall maintain a minimum of two feet clear of the edge of pavement. Water shall not be used as an aid in the jacking or drilling operations.

Trenching shall be in conformance with Millcreek standards. Backfill shall be per Millcreek standards. Detectable red electrical warning tape shall be installed between six inches and 12 inches below finished grade for all underground conduit runs.

Underground conduit shall be buried a minimum of two feet below finished grade. There shall be no sag between boxes. Conduit within the public ROW shall be buried 48 inches (maximum) below finished grade.

Junction Boxes shall be placed at conduit ends, at all locations where conduit bends in a single run would equal 360° or greater per NEC requirements, and at all other locations shown on the plans. The Contractor may install additional pull boxes to facilitate the work.

Excavate minimum 24 inches below base depth of each junction box, backfill and compact with pea rock to permit draining of water.

Placement and setback of the junction boxes shall be coordinated with Millcreek.

Unless otherwise shown on the plans or directed by Millcreek, junction boxes shall be installed so that the covers are level with the sidewalk grade. Covers shall be flush with the surrounding finished ground when no grade is established.

Where a conduit stub-out is called for on the plans, a sweeping elbow shall be installed in the direction indicated. All conduit stub outs shall be capped.

WIRING

All wiring shall be copper, 600 Volt rated, Type: Conform to the applicable UL and ICEA Standards for the use intended. Copper conductors with 600-volt insulation unless otherwise specified or noted on the drawings. Stranded conductors for No. 8 and larger, with the exception of the ground rod conductor shall be #6 AWG solid, bare, copper.

Aluminum Conductors Prohibited: Aluminum conductors will not be permitted. Insulation: Type THWN/ XHHW for underground installation in conduit, insulation minimum unless otherwise specified or noted on the drawings. Size: No. 12 minimum unless otherwise specified or noted on the drawings. Not less than NEC (NESC if Utility owned) requirements for the system to be installed.

Color Coding: Phase, neutral and ground conductors color-coded in accordance with NEC (NESC if Utility owned). Connect all Conductors of the same color to the same phase conductor as follows:

208Y/120V-3PH-4W Color coding shall be:

1) Phase = Black
2) Phase = Red
3) Phase = Blue
4) Neutral = White
5) Ground = Green

120/240V-1PH-3W Color coding shall be:

1) Line 1 = Black
2) Line 2 = Red
3) Neutral = White
4) Ground = Green

Unless otherwise authorized, the multiple system of electrical distribution shall be used. Conductors of the size and material specified shall be installed for control wiring, luminaire wiring, small cell equipment wiring, City IOT wiring, main circuit wiring, ground wiring, service entrance wiring, and all other wiring necessary for a complete installation.

Conductors shall be sized to prevent a voltage drop of more than three percent per feeder run. All conductors shall be installed in conduit. All power and lighting circuits shall include an insulated green grounding conductor.

A complete grounding system shall be installed for the entire lighting installation. Grounding shall consist of ground cables, conduits, grounding rods, wire or strap, and ground fittings, as required by the NEC (or NESC if Utility owned).

Type THWN conductors shall be used for all underground conduit runs. Leave sufficient lengths of branch conductors to allow conductor splices to be extracted from pole base for maintenance. Type XHHW shall be used for the service entrance conductors.

Extend three conductor SOW cable feeder leads to the luminaires from the cables in the pole base.

Install in-the-line fuses on each feeder lead. Leave sufficient lengths of feeder conductors to allow fuses and conductors to be extracted from pole base for maintenance.

Provide a No. 6 AWG solid, bare, copper wire connection to ground rod with ample length to allow connection to light standard, and system ground conductor.

Attach grounding conductor to the energy suppliers neutral at the service point. Terminate grounding conductor with less than 25 ohms ground reference at the service point. If ground resistance is greater than 25 ohms, add additional ground rod(s) or other ground reference bond to bring the resistance to under 25 ohms resistance to earth. Provide ground rods elsewhere as shown on the drawings. Butt splices within the bases are not acceptable.

Butt splices within the bases are not acceptable.

At each pole, provisions shall be made for convenient sectionalizing of the circuits. This shall be done by providing ample length (18 to 24 inches) of branch conductor ends and performing splices using submersible type (Burndy Uni-tap connectors or an approved equal). Wire nuts are not an acceptable method for splicing. Splicing shall only be performed within the pole bases and splice boxes where applicable.

Separation of service shall be provided within the pole by conduit or dividers. Electrical wiring and fiber shall be separated by Owner within.

AS-BUILT DRAWINGS

Contractor shall supply accurate as-built drawings of the project to Millcreek. Drawings shall indicate location and setback of conduit,

lighting control center, and utility service point, and pole locations along the roadway measured from a reliable location.

FUSES

Each luminaire in the 120-volt system shall be fused with one 6-amp fuses. Fuse connectors shall be installed in the phase wires of their respective circuits at the pull box located adjacent to the light standards or in the pole base. The fuses shall be mounted in inline single-pole molded fuse connector/holders. The fuse holders shall be a DOT-PLUG (Catalog No. Duraline-16998) or approved equal.

Fuses shall be of the breakaway type. The Contractor shall provide sufficient excess conductor length to allow withdrawal of the connected fuse holder. The grounding wires shall not be fused. Fuses and fuse holders shall be “UL” listed and shall be installed in such a manner that the fuse stays with the load side when holder is separated. In addition, the Contractor shall form loops in the leads on each side of the fuse holders and so position the fuse holders so that they may be easily removed or inserted through the opening at top of pull box.

SECONDARY SERVICE PEDESTALS

The service cabinet shall include all equipment necessary to connect to the energy provider’s overhead secondary conductors or transformer.

All-In-One commercial meter/power pedestal and non-metered/power pedestals shall meet or exceed Millcreek’s Standards.

MILLCREEK, UTAH
ORDINANCE NO. 20-48

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE MILLCREEK CODE OF ORDINANCES CHAPTER 14.16 EXCAVATIONS RELATED TO SIDEWALK CLOSURES

WHEREAS, on September 14, 2020, the Millcreek Council (the "*Council*") met in regular session to consider, among other things, an ordinance amending various sections of the Millcreek Code of Ordinances Chapter 14.16 Excavations related to sidewalk closures; and

WHEREAS, City staff recommends that sidewalks be inspected after closure for, among other things, safety purpose and that the City does not have a formal sidewalk closure and inspection program/plan; and

WHEREAS, staff has presented to the Council an estimate of the cost to implement and operate a sidewalk closure and inspection program and the Council finds that it is appropriate to impose a fee on entities requesting sidewalk closure to reimburse the City for the cost to implement and operate a sidewalk closure program and inspection program; and

WHEREAS, that based on the presentation of staff that the proposed fees are reasonable related to the cost to implement and operate a sidewalk closure and inspection program; and

WHEREAS, after careful consideration based on staff's presentations and recommendations, the Council has determined that it is in the best interest of the health, safety and welfare of the residents of the City to implement and operate a sidewalk closure program and amend various sections of the Millcreek Code of Ordinances Chapter 14.16 Excavations related to road and sidewalk closures and add those related fees to the consolidated fee schedule.

NOW, THEREFORE, **BE IT ORDAINED** by the Council that various sections 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):

14.16.010 Right-Of-Way; Excavation And Structures Prohibited When

A. No right-of-way of any city road or sidewalk shall be dug up or excavated and no approach, road, driveway, pole, pipeline, conduit, sewer, ditch, culvert, billboard, advertising sign, or other structure or object of any kind or character shall be placed, constructed or maintained within any such right-of-way or sidewalk except as permitted by and in accordance with the regulations of the engineering division.

B. Any person who violates the provisions of this section is guilty of a misdemeanor.

14.16.020 Permit; Required

It is unlawful for any person to tunnel under or to make any excavation in any street, alley, sidewalk, or other public place (which shall include all area between the fence line on one side of the street or alley and the fence line on the opposite side) in the city without complying with the

provisions of this chapter and obtaining a permit therefor and paying the fee as required in this chapter. An emergency excavation may be made without prior permit if the reason for the excavation is to prevent loss of life or damage to property that appears to be imminent if the excavation is delayed by waiting to contact the engineering division. In such emergency situations the excavating parties shall contact the engineering division on the first working day following the excavation and complete and secure a formal permit. None of the provisions of these specifications are waived for emergency situations except for prior permit requirement.

14.16.035 Work Without Permit; Penalty

A person found doing work in the public way or sidewalk without having obtained a permit, as provided by MKC 14.16.030, shall be required to pay a penalty fee equal to two times the normal permit fee. as set forth in the consolidated fee schedule.

14.16.040 Fees

~~The applicant shall pay the city the excavation fees as set forth in the consolidated fee schedule.~~

~~A.~~ The applicant ~~F~~for road closures, traffic control, or obstructions which are caused by excavations, shall pay the city the excavation fees as set forth in the consolidated fee schedule.~~fifty dollars per day for each lane or partial lane which is closed or obstructed for more than seventy-two hours.~~

B. For permit extensions an additional fee equal to one-half of the original fee shall be paid~~will be assessed~~.

C. For road closures, traffic control, or obstructions which are caused by emergency repairs the applicant shall pay the city the excavation fees as set forth in the consolidated fee schedule.

D. For sidewalk closures or obstructions which are caused by excavations the applicant shall pay the city the excavation fees as set forth in the consolidated fee schedule.

E. For sidewalk closures or obstructions which are caused by emergency repairs the applicant shall pay the city the excavation fees as set forth in the consolidated fee schedule.

14.16.070 Application Requirements For Conservancy Districts

Water conservancy districts, sewage districts or other entities that under certain circumstances are or may be exempt from bonding provisions, shall make application, as required in this chapter, before proceeding to make excavations in any street, alley, sidewalk, or other public place in the city. Such districts or other entities shall comply with all requirements of this chapter pertaining to the restoration of a cut surface to its original condition and shall indemnify the city for any loss, liability or other damage resulting from the making of any excavation, and shall also pay all fees required by MKC 14.16.040. Where lateral cuts are made by any such district or entity for customer connections to the works of the district or other entity, a fee shall be paid in accordance with MKC 14.16.040, either by such district or entity (if it makes the excavation and/or connection), or by the customer for whom the excavation or cut is made.

14.16.100 Inspection Of Excavation

A representative of the public works department shall from time to time inspect or cause to be inspected all excavations and tunnels being made in or under any public street, alley, sidewalk, or other public place in the city, to e~~i~~nsure the enforcement of the provisions of this title.

14.16.110 Backfill Requirements

Material for backfill under paved areas shall be of a select nature. All large broken concrete, peat, decomposed vegetable matter and similar materials obtained from the excavation shall be removed from the site prior to the beginning of backfilling. All backfill shall be placed in layers or lifts consistent with the nature of the soil involved. Compaction shall be obtained by mechanical rollers, tampers or other improved means. Material used for backfilling shall be properly moistened or watered to the correct moisture content to insure proper compaction. Jetting, internal vibrating methods of compacting sand fill, or similar methods of compacting sand or similar granular, free-draining materials will be permitted. No frozen material shall be used for backfill under paved surfaces. The intent of this provision is to ~~e~~insure that the density dry of the backfill under pavements, sidewalks, curbs or other structures shall be not be less than that of the surrounding unmolested soil.

14.16.120 Restoration Of Surface; Required

Any person making any excavation, bore, or boring in or under any public street, alley, sidewalk, or other public place in the city shall, at his own expense. restore the surface to its same type and depth of pavement as that which is adjoining, including the gravel base material (at a minimum 3" Bituminous surface and 8" untreated base course). All restoration shall conform to the city standards and all restorations shall be accomplished within seventy-two (72) hours from the time of the excavation, unless additional time is granted in writing by the city. If, within the preceding three (3) years, the pavement has been resurfaced with either asphalt, chip seal or slurry seal the permittee shall be responsible for resurfacing the entire width of the excavated pavement, from curb to curb, to a length of fifty feet (50') from each side of the excavation or cut. Such resurfacing shall be made with asphalt, chip seal or slurry seal, consistent with the pavement resurfacing. Excavation of city streets during the winter months (herein defined as October 15 to April 15) will be allowed only if the work is a new service connection, required maintenance or emergency. or otherwise approved by the city. Permanent patching of a city street excavated in winter may be delayed until April 15, provided the outdoor ambient temperature is 45 degrees and rising and the permittee maintains a temporary patch until such time as the permanent surfacing is accomplished.

PASSED AND APPROVED this 14th day of September 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 20-48: AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE MILLCREEK CODE OF ORDINANCES CHAPTER 14.16 EXCAVATIONS RELATED TO SIDEWALK CLOSURES
was passed and adopted the 14th day of September, 2020 and certifies that a summary was published in the Deseret News and Salt Lake Tribune the day of September, 2020.

_____

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
RESOLUTION NO. 20-42

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT AMONG SALT LAKE COUNTY, MILLCREEK, TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

WHEREAS, the Millcreek Council ("Council") met in regular session on September 14, 2020, to consider, among other things, approving an Interlocal Cooperation Agreement among Salt Lake County, Millcreek, Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Herriman City, Holladay City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., Murray City, Riverton City, City of South Salt Lake, and White City Metro Township relating to the conduct of the Community Development Block Grant Program ("CDBG"), Emergency Solutions Grant Program ("ESG"), and the HOME Investment Partnership Program ("HOME"); and

WHEREAS, under the Interlocal Cooperative Act, Utah Code Ann. §d, 11-13-101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative actions and may also contract with each other to perform any governmental service, activities, or undertakings which each public agency entered into a contract authorized by law to perform; and

WHEREAS, Salt Lake County, Millcreek, Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Herriman City, Holladay City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., Murray City, Riverton City, City of South Salt Lake, and White City Metro Township ("Participating Municipalities") are public agencies as contemplated in the Interlocal Cooperative Act; and

WHEREAS, Salt Lake County has previously entered into three distinct Interlocal Cooperation Agreements with Participating Municipalities within Salt Lake County that did not receive separate CDBG, ESG, and HOME program entitlement grants governing the Parties participation in the CDBG, ESG and HOME programs which fell short of strictly complying with all HUD-imposed requirements; and

WHEREAS, Salt Lake County now desires to proceed with a single interlocal agreement with all participating municipalities which strictly complies with all HUD-imposed requirements

and which supersedes and terminates effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 being expended and the funded activities completed, the following interlocal agreements between the County and the above referenced cities: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108; and

WHEREAS, an Interlocal Cooperation Agreement has been prepared for approval and execution by and between the County and participating municipalities, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, after careful consideration, the Council has determined that it Is in the best interest of the public that the Participating Municipalities engage in a cooperative effort for the conduct of its CDBG, ESG, and HOME program activities; and

WHEREAS, a copy of the Interlocal Cooperation Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Cooperation Agreement attached hereto be accepted and approved and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same on behalf of Millcreek.

This Resolution, assigned no. 20-42 shall take effect immediately on passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 14th day of September, 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. 20-16588

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP

Relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM

For

FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into effective _____ day of _____ 20___ by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development ("County") and the following governmental entities: Town of **Alta**, Town of **Brighton**, **Bluffdale** City, **Copperton** Metro Township, **Cottonwood Heights**, **Draper** City, **Emigration Canyon** Metro Township, **Herriman** City, **Holladay** City, **Kearns** Metro Township, **Magna** Metro Township, **Midvale** City Corp., City of **Millcreek**, **Murray** City, **Riverton** City, City of **South Salt Lake**, and **White City** Metro Township, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the "Cities."

R E C I T A L S:

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of

1974, as since amended (42 U.S.C. 5301 *et seq*.); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq*.); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program (42 U.S.C. 11301 *et seq*.); (collectively referred to as the "Acts"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts' programs which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants ("CDBG"), HOME Investment Partnerships, and Emergency Solutions Grants ("ESG") Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the "Regulations), which Regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive funds from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD's amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 1993, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the then existing municipalities within Salt Lake County that did not receive separate CDBG and HOME program entitlement grants. Subsequently, the County entered into a second interlocal cooperation agreement in 2006 with several cities which had incorporated since the 1993 Agreement had been executed. Likewise, in 2017, the County entered into a third interlocal cooperation agreement with several more cities and townships which had incorporated since the 2006 Agreement. The County now wishes to terminate the

three prior interlocal agreements entered into for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities and replace them with this sole agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the fiscal year 2021-2023 urban county qualification process, the County and the Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Consolidated Plan" (the "Plan") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.

2. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDBG, ESG, and HOME program qualification and grant calculation purposes.

3. This Agreement shall be in effect during three CDBG, ESG, and HOME Program years beginning July 1, 2021 and ending June 30, 2024 (e.g., Federal FYs 2021 – 2023) and shall automatically renew for successive three-year periods thereafter.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 13 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's

"Instructions for Urban County Qualification for Participation in Community Development Block Grant ("CDBG") Programs" for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants under the Small Cities or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG and ESG programs; (2) may receive a formula allocation under the HOME Program only through the urban county (thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, but no party shall be precluded from applying to the State for HOME funds, if the state allows); and (3) may receive a formula allocation under the ESG Program only through the urban county, but this does not preclude any party from applying to the State for ESG funds, if the State law allows. Accordingly, the Cities agree that, as to all projects and activities performed or conducted in the Cities under any CDBG, ESG, or HOME program grant agreement received by the County which includes the Cities, the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Plan for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification notice and to submit such amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

In addition the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development act of 1974 as amended. The Parties further agree that all grants awarded under this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a).

Further, the Parties hereby agree to comply with section 109 of Title I of the Housing and Community Development act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968 as well as all other applicable laws. The Parties shall not fund activities in, or in support of, any City that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the County's fair housing certification.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance;

provided, however, if the County fails to qualify as an urban county or does not receive CDBG Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole.

14. If the County qualifies as an urban county and the City is included, the parties agree not to veto or otherwise obstruct the implementation of the approved Plan during the period covered by the Agreement.

15. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

16. The following provisions are also integral parts of this Agreement:

(a) *Binding Agreement*. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) *Captions*. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) *Counterparts*. This agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) *Severability*. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) *Waiver of Breach*. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) *Cumulative Remedies*. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) *Amendment*. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Time of Essence*. Time is of the essence in this Agreement.

(i) *Interpretation*. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice*. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses.

(k) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget*. If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property*. In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

(o) *Exhibits and Recitals*. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entity within the body of this Agreement.

(p) *Attorney Approval*. This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity*. All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment*. The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards*. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements*. Effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 are expended and the funded activities completed, this Agreement shall supersede and terminate the following interlocal agreements between the County and other Parties to this Agreement which pertain to similar subject matter as this Agreement: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108.

[Signature pages to follow]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law
Salt Lake County District Attorney

By: Megan Smith
Megan L. Smith,
Deputy District Attorney

Date: August 31, 2020

SIGNATURE PAGE FOR TOWN OF ALTA
TO THE
INTERLOCAL COOPERATION AGREEMENT
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TOWN OF ALTA

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR TOWN OF BRIGHTON
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TOWN OF BRIGHTON

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR BLUFFDALE CITY
TO THE
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And successive three-year periods thereafter

BLUFFDALE CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP
TO THE
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COPPERTON METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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COTTONWOOD HEIGHTS CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR DRAPER CITY
TO THE
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For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
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DRAPER CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR EMIGRATION CANYON METRO TOWNSHIP
TO THE
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FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

EMIGRATION CANYON METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR HERRIMAN CITY
TO THE
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HERRIMAN CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR HOLLADAY CITY
TO THE
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For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

HOLLADAY CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

KEARNS METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MAGNA METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

MAGNA METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MIDVALE CITY CORP.
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

MIDVALE CITY CORP.

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR CITY OF MILLCREEK
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

CITY OF MILLCREEK

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MURRAY CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

MURRAY CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR RIVERTON CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

RIVERTON CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR CITY OF SOUTH SALT LAKE
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

CITY OF SOUTH SALT LAKE

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

WHITE CITY METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

MILLCREEK, UTAH
RESOLUTION NO. 20-43

A RESOLUTION OF THE MILLCREEK COUNCIL RATIFYING THE MILLCREEK EMERGENCY PROCLAMATION NO. 2 OF 2020 PROCLAMATION DECLARING A LOCAL EMERGENCY WITH RESPECT TO THE SEVERE WINDSTORM OF SEPTEMBER 8 AND SEPTEMBER 9, 2020

WHEREAS, the Millcreek Council ("Council") met in regular session on September 14, 2020, to consider, among other things, a resolution of the Millcreek Council ratifying the Millcreek Emergency Proclamation no. 2 of 2020 proclamation declaring a local emergency with respect to the severe windstorm of September 8 and September 9, 2020 ("Proclamation"); and

WHEREAS, on September 9, 2020, the Mayor issued the Proclamation; and

WHEREAS, after due consideration, the Council ratifies the Proclamation; and

WHEREAS, the Council has determined that it is in the best interest of the health, safety and welfare of Millcreek residents to approve and ratify the Proclamation.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby approves and ratifies the Proclamation.

This Resolution assigned No. 20-43, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED this 14th day of September 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 City Council
Jeff Silvestrini, Mayor
Silvia Catten, District 1
F. Dwight Marchant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4

Millcreek City Hall
3330 South 1300 East
Millcreek, Utah 84106
801-214-2700
millcreek.us

MILLCREEK EMERGENCY PROCLAMATION
No. 2 of 2020
PROCLAMATION DECLARING A LOCAL EMERGENCY

Pursuant to Utah Code Ann. § 53-2a-208(1)(a) and 53-2a-209(1) and Millcreek Code of Ordinances Section 2.86.050, the Mayor of Millcreek hereby declares a local emergency.

On September 7 and September 8, 2020, parts of the State of Utah, including Millcreek experienced a severe windstorm. As a result of the severe windstorm, many locations in the City experienced serious property damage, including downed trees and power lines, damage to homes and vehicles, damage to sidewalks, road closures, loss of power, and other property damage.

This windstorm creates a state of local emergency under Utah Code and Millcreek Code.

Pursuant to Utah Code Ann § 52-2a-208(3) and Millcreek City Code 2.86.050, the Millcreek Mayor makes the following proclamation declaring a local emergency:

1. **Nature of the Local Emergency.** A local emergency exists for Millcreek due to the referenced windstorm and this local emergency threatens and affects the entirety of Millcreek.

2. **Emergency Powers and Operations.** The emergency powers and operations of Millcreek are hereby invoked, and Millcreek's personnel and resources are ordered and authorized to perform all functions authorized by federal, state, and local law to address this local emergency.

3. **Warming Centers.** In order to immediately provide warming centers for individuals experiencing loss of power during this local emergency, the Mayor waives any gathering restrictions, land use regulations, or prohibitions on gathering at the Millcreek Community Center located at 2266 East Evergreen Avenue, Millcreek, Utah or any other location subsequently identified by the Mayor. During this local emergency, the Mayor authorizes donations of any volunteer services and time to assist in the staffing and support of the temporary warming shelter located at the Millcreek Community Center.

4. **Post Emergency Clean-Up.** After the immediate emergency of the windstorm ceases, the Mayor authorizes volunteers to begin post-emergency clean-up of debris and fallen trees and will likely exercise additional emergency powers to identify locations to collect and dispose of the debris and fallen trees.

5. **Term.** This proclamation shall take effect immediately and will be ongoing for thirty (30) days unless an extension is authorized by the Millcreek Council by resolution.

6. **Assistance.** Millcreek is authorized to request all assistance available with respect to this local emergency from all federal, state, and local sources and authorized to activate all mutual aid agreements.

7. **Filing and Dissemination.** The Council will be notified of this proclamation and this proclamation will be filed with the Millcreek Recorder and will be delivered to the State of Utah and Salt Lake County and will be disseminated to local media.

Dated this 9th day of September 2020.

Jeff Silvestrini, Mayor

SALT LAKE COUNTY CORPORATE MILLCREEK SEAL STATE OF UTAH

Approved as to Form:

John Brems, Millcreek City Attorney

ATTEST:

Elyse Sullivan, City Recorder

Minutes of the
Millcreek City Council
August 17, 2020
4:30 p.m.
Work Meeting

The City Council of Millcreek, Utah, met in a public work meeting on August 17, 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
Rita Lund, Communications Director
Mike Winder, Economic Development Director
Francis Lilly, Planning and Zoning Director
Kurt Hansen, Legislative Policy Director
Jared Bowling, IT/Facilities Manager
Ashley Cleveland, Promise Program Manager
Alexander Wendt, Deputy Recorder

Attendees: Kerry Steadman, Michael Gallegos, and Karen Kuipers.

Minutes by Alexander Wendt, Deputy Recorder.

WORK MEETING – 4:30 p.m.
TIME COMMENCED: 4:37 p.m.

Mayor Silvestrini called the work meeting to order.

1. **Discussion on Millcreek Promise Program; Ashley Cleveland, Promise Program Manager**

Ashley Cleveland, Promise Program Manager, explained the purpose of her presentation as an update to the City Council and for them to be able to ask questions. Ms. Cleveland gave a short reminder on what the Promise Program stands for. The Promise Program works closely with the United Way of Salt Lake City. The Promise Program focuses on how to make lives better. Ms. Cleveland said the Promise Program volunteers were very skilled. Ms. Cleveland explained that the Promise Program volunteers conduct themselves to create equity, inclusiveness, and diversity. She said grants, local engagement, and advocacy were important for long term growth.

Kurt Hansen, Legislative Policy Director, stated that Millcreek devotes 1/25th of the money that South Salt Lake City does to their Promise Program. He then asked the City Council about their

vision for the future of the Promise Program. Council Member Uipi said there were problems the City was facing. She asked how the City could utilize the Promise Program in conjunction with senior citizen programs. Council Member Uipi said that she would like to see children be more caring towards their elders and hoped this would help community connection. Council Member Uipi said generally she would like to see one, three, and five-year plans.

Council Member Catten asked if the City was paying salaries at Mill Creek Elementary. Ms. Cleveland explained any salaries being paid were paid for with a grant from the State Board of Education. Council Member Catten said that the South Salt Lake Promise Program budget allocated a lot of money for staff needs and ass Millcreek Promise grows there will be staff and salary requirements. Council Member Catten asked how Millcreek may meet these future needs in the Promise Program. Ms. Cleveland explained the South Salt Lake Promise Program organization.

Council Member Uipi asked how much money in the South Salt Lake Promise Program was from grants. Mayor Silvestrini and Mr. Hansen replied that 100% comes from grants. Council Member Uipi asked what grants were available for the Promise Program and perhaps Ms. Cleveland would have more freedom if there was more staff and more funding. Mayor Silvestrini said that Ms. Cleveland had done very important grant writing and the Promise Program could do more with funding and employees. Mayor Silvestrini said they would like the program to grow and reach more members of the Millcreek Community. Mayor Silvestrini said the community would be happy if the program was funded with grants. He would like to set a broad vision for the program.

Mayor Silvestrini and Kurt Hansen met with the United Way and received a report card from them on how the Millcreek Promise Program was doing. The United Way replied that Millcreek was doing great and had made incredible progress in a short amount of time. Council Member Marchant said the Promise Program could expand to other schools in Millcreek and thought the Promise Program should obtain a 501(c)(3) status as well as find broader opportunities to serve. Council Member Catten asked if the Promise Program was spread too thin, and if there should be a narrower way that resources were used. Mr. Hansen said he would like a more defined road to follow. Mayor Silvestrini said there was a limit to what one person could do; either the program needed to grow or needed to focus on core items. Mayor Silvestrini said that the Promise Program needed more grant writing. Council Member Catten said that perhaps this was the year to invest in the Promise Program with grants since actual activities were limited due to Covid-19. Council Member Marchant asked if the United Way helps with grant writing. Ms. Cleveland said no, however, they let Ms. Cleveland know when grant opportunities are available. Council Member Uipi said maybe the focus for the remainder of 2020 should be expanding to another school in Millcreek. Council Member Uipi said that children's wellbeing at home was challenging during homeschooling because of Covid-19.

Council Member Uipi said she would like to represent more communities and felt the senior community was very important. She then asked what communities were underrepresented. Ms. Cleveland said that the Latinx community in zip codes 84106 and 84107 were underrepresented and did not have a good meeting area. Ms. Cleveland said that crossing guards were important but so was the infrastructure to help the crossing guards. Ms. Cleveland explained that 84106 and 84107 zip codes were known for inter-generational poverty. Council Member Uipi said that the Promise Program should look at many underrepresented communities. Council Member

Marchant asked who the Promise Program focuses on. Ms. Cleveland said families and youth. Council Member Marchant explained his desire to make sure that the City gets value for the investment being made. Council Member Marchant asked if there was a report on how youth were improving at reading from the reading program and what activities had helped the refugees. Council Member Marchant would like to keep track of measurables to direct help to children. Council Member Uipi agreed saying that goal measurement was important. Council Member Jackson said that Ms. Cleveland had done a great job. Council Member Jackson explained it was probably time to evaluate what has been applicable and what to cut in the Program. Council Member Jackson asked how many matching grants South Salt Lake City had obtained. Ms. Cleveland said that it depended on the type of grant; education grants were often a match of volunteers or donated space. Ms. Cleveland said the challenge regarding donated space was that school principals must give their consent.

Council Member Jackson asked if the Promise Program should become a 501(c)(3) and if it would hinder their ability to get grants. Mr. Hansen said either could work. Mr. Hansen said many grants ask if the organization is a 501(c)(3) and they want to see it. Council Member Jackson asked if the City could use Cares Act money in the Promise Program. Mayor Silvestrini said that Cares Act money must be directly related to Covid-19 expenses. Mr. Hansen said they had plans for interns and grant writers to help the Program grow. Mayor Silvestrini said that Salt Lake County had been very good at explaining how Cares Act money could be used. Mike Winder, Economic Development Director, said that there was a lot of guidance on how funds could be spent. Council Member Catten outlined three items: first, have a solid strategic plan; second, create a team to obtain grants; and third, collect data and then use it to help the Promise Program. She said collecting and understanding data would be important for good growth. Council Member Catten asked Ms. Cleveland and Mr. Hansen to figure out who else in the community could help. Ms. Cleveland said she would work with Blaine Gehring on city staff on a standard operating procedure manual. Ms. Cleveland said she was working with Promise Program partners to help create a grant working group. She added that she liked the idea of an annual meeting or party to encourage members of the community to help with fundraising. Mayor Silvestrini said the City Council was dedicated to the Promise Program. Council Member Uipi explained that she would like to be more involved with the Promise Program. Council Member Uipi also said she would like regular updates on the Promise Program. Mayor Silvestrini said he did not want the reports to the Council to take time away from making things happen.

2. Discussion on Community Development Block Grant Entitlement Status; Francis Lilly, Planning & Zoning Director

Francis Lilly, Planning and Zoning Director, explained that Millcreek received a letter from the Department of Housing and Urban Development directly because Millcreek was now an entitlement community rather than being a subgrantee with the County. Millcreek could be responsible for all paperwork and management and could receive funding. The possible allocation was $356,000 which breaks down to $71,000 for administrative costs, $53,400 for entitlement costs, and would leave 65% for project costs in the amount of $231,400. Cities use Community Development Block Grants (CDBG) money for street improvements. Millcreek could participate as a subrecipient with Salt Lake County under the County plan. The advantage would be that the County would take care of the administration costs. Millcreek may also choose to participate with the State, and the fourth option was an interlocal agreement. Mr. Lilly did meet with Salt Lake County officials and came up with ideas on how an interlocal agreement

could work. Mr. Lilly presented his recommendation that participating with Salt Lake County was the best option. Millcreek would receive $231,000. Millcreek may spend the money while meeting the County requirements. Each year after this the money Millcreek received could change based on congressional allocation. Mayor Silvestrini said he had participated in a meeting and there was merit in this arrangement. If Millcreek struck out on their own, the City would have to reinvent the wheel. He said it made sense to rely on the County system for the next 3 years. Mayor Silvestrini thought that the partnership was the best way to go. Mr. Lilly said that it was good to work with the County because they were scaled up and had resources that Millcreek did not. County staff would train Millcreek staff on how to monitor projects. The staff recommendation from Mr. Lilly was that Millcreek participate in the agreement; this relieves Millcreek of the burden of staffing up and creating a brand-new consolidated plan. Mayor Silvestrini asked if there were any questions or comments. Mike Gallegos from Salt Lake County Community and Economic Development said that this was a great opportunity for Millcreek, it was a highly regulated program. The County's intent was to help the City become an entitlement community and they wished to be a collaborative partner since these issues effect an entire region. Karen Kuipers, Program Development Coordinator with Salt Lake County, said they wished to help Millcreek any way possible.

Council Member Uipi moved to adjourn the work meeting at 6:03 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**

DRAFT

Minutes of the
Millcreek City Council
August 17, 2020
6:30 p.m.
Special Meeting

The City Council of Millcreek, Utah, met in a special public meeting on August 17, 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
Mike Winder, Economic Development Director
Francis Lilly, Planning and Zoning Director
Kurt Hansen, Legislative Policy Director
Jared Bowling, IT/Facilities Manager

In Person Attendees: Rod Vogel, Steve Mecham, Steven Fullmer, Thom DeSirant, David Baird, Mario Widdowson, Lex Scott, and Pari Jahdi.

SPECIAL MEETING – 6:30 p.m.
TIME COMMENCED: 6:32 p.m.

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

1. **Millcreek Policing Town Hall**
   Mayor Silvestrini said in response to inquiries from the community, the Council felt it was important to listen to the community. He said the Council would first listen to the public, then possibly formulate what they heard into policy. Nationally, people were being faced with police using force. He said the Council had recently increased property taxes to be able to pay for police services through a contract with Unified Police Department (UPD). The City of Taylorsville would be leaving UPD in the next year so some scaling of the department may need to take place. The Mayor said UPD offers economies of scale and provides better service than if Millcreek had its own department, though UPD could be reformed and could improve. He said UPD was interested in improving as well in a joint effort, but it would start with listening to the public. The Council wanted to listen to Millcreek residents' experiences with UPD. He invited the public to come to City Hall to speak in person, to call in, or to provide

comments online via the City's website. He said he was principally interested in hearing from Millcreek residents and would limit the public comments to three minutes each.

Council Member Uipi said the Council had heard from many residents about their support or opposition to the police. She said the Council would only be listening to the residents that evening. The town hall would not be the only dialogue about policing in the community, but the first step. She said the Council would report back on comments or a call to action and inform the public of the next steps. She wanted to create a safe space for residents to provide input.

Rod Vogel, 3456 El Serrito Drive, spoke in support of the tax increase for UPD. He then relayed a positive experience he had with UPD.

Caller - Nicol Razon, Highland 3900 S. area, said her father was racially profiled and beaten by UPD before Millcreek incorporated. She said the actions of a few officers reflected the actions of the entire police department. She wanted to see her property tax used towards mental health resources, crime prevention, and social services and did not want the Millcreek budget increasing for policing.

Caller – Dan Bseiso, 4181 S. 1500 E., said his personal experience with the police had been very good but he had witnessed several instances of profiling and hoped that the officers would improve on that.

Council Member Uipi read Mario W.'s, 4419 S. Adonis Drive, written comment into the record. *"We are on the verge of a separate crisis in law enforcement – a mass shortage of officers. Salt Lake City Police Department has lost 30 plus cops in the last month. What is Millcreek doing to advocate for more officers and not less? What is being done to retain the officers we have currently? I believe we need to invest more than ever in our UPD so we do not find ourselves in desperate need in the next 1-5 years. Sixty plus percent of UPD can retire tomorrow should they choose. All comments welcome."* Council Member Uipi said the Council would not be answering questions yet.

Mayor Silvestrini said the comments the Council had received by email were forwarded to the whole Council and that Council Member Catten had put them into a spreadsheet for the Council's benefit.

Elyse Sullivan read comments submitted online from Janet Gillette, 3419 El Serrito Drive, and Olga Reese, 1146 E. Ridgedale Circle, into the record (see online comments attached).

Council Member Catten read an online comment from Kirsten Kolter, 2769 E. 2880 S.

David Baird, 4538 Thousand Oaks Drive, said he wanted to reiterate comments he made the prior week during the truth in taxation public hearing. He supported additional funding for the mental health unit in UPD to prevent problems before violence occurred. He felt that prevention through the use of better mental health resources, treatment, and specialized social workers and counselors was going to have a good long-term effect in Millcreek to avoid conflict. He expressed gratitude for the mental health unit.

DRAFT

The Council and staff took turns reading comments submitted online into the record from Justin Baker, Janice Nielson, Laura Stewart, Levi Pace, Jaqueline Hansen, Marc Madsen, Brian Strong, Scot Morgan, Crissa Levin, and Duane Astin.

Caller – Jennica Davis-Hockett, Lorraine Drive, listed names of people in Utah killed by Utah police. She appreciated the Council remaining neutral in the process. She said everyone deserved to live in a community where everyone protected each other through cooperation. She said 46% of Millcreek's budget went to UPD and she felt that some of that funding should go to policy experts, reparations to victims from police brutality, and transparent investigations for the community on misconduct.

The Council and staff continued to read comments submitted online from Whitney Norton, Alyssha Dairsow, Tanner Kvarfordt, Thomas McGrath, Kristen Pearson, Sherri Wittwer, Ken Riter, Cyan Larson, Chip Spencer, Mary Giles, and Linda Burtch.

Lex Scott, representing Black Lives Matter, said she grew up near Tanner Park. She did not like the Council funding UPD but recommended that some of the funding should go towards providing body cameras for all officers with a policy that officers could not turn off the cameras in a critical force incident. She said she did not see many cops in east Millcreek. If the Council was looking for reform, they should be looking for data collection on profiling, de-escalation and diversity training for police, and testing for implicit bias before hiring officers. She said she was trying to repeal H.B. 415 to allow review boards to investigate police.

Steven Fullmer, 3226 S. Melbourne, said the police department had a tough job and they did well. He did not understand some of the comments read into the record. He felt the Council should fund the police.

Pari Jahdi said she lived in a bad neighborhood. She said if America did not wake up, it would get very bad and she knew that from her experience living in other countries. She said she loved the police and they needed more power. Police and teachers had the hardest job and they did not get paid enough.

Jared Bowling read an online comment from Sonja Nitschke, 3681 S. Solitaire Drive.

Council Member Uipi said the Council felt this was an important issue. She believed that young men of color needed a positive male role model. Her personal interactions with UPD had been positive. She felt like it was an opportune time to have conversations about policing.

Mayor Silvestrini said the first step of this process was to listen to residents. He told the public they could still provide comments after the meeting. The Council would learn from the comments about potential reforms and work with the police department on ways to improve. He said he was part of a committee called, Love, Listen and Lead that was going through a similar process on police reform. He said the Council had budgetary control over the Millcreek Precinct with respect to the number of officers Millcreek has. Those officers receive training from the UPD. He said he had the ability to influence policy as a member of the Unified Police Department Board and discuss resources and training of officers. He mentioned that the comments received during the truth in taxation hearing the prior week

would be factored into the conversation as well. The Council would distill the information and try and make the police department one that everyone was proud of. He said the officers were interested in constant improvement as well.

Elyse Sullivan read an online comment from Stephanie Tanner on Parkview Drive.

Council Member Catten lamented the fact that only one or two of the forty comments received came from District 1. She recognized that the City had a great police force, though they were not perfect. She felt there was some bias, but it was not about good or bad cops. She had heard stories from residents in her district that had been involved in racial profiling. She supported freedom of speech and said everyone was entitled to their own opinion and the right to protest. She said Millcreek was diverse and the Council heard opposing views. There were problems that need to be addressed. She said the Council was holding the town hall because people were getting killed and recognized what has gotten them to that point. Council Member Uipi said there was diversity on the Council of ethnic origin and of opinions and views.

Council Member Jackson appreciated the comments received. She said it was the Council's job to find a Millcreek solution. She valued the police and the work they do. She said if officers were not capable of making tough decisions, they needed to find a new job. She was grateful for those that serve Millcreek. She appreciated the comments received and said the Council would use those comments to come up with a plan to work together with UPD.

Jared Bowling read an online comment from Valor McNeely, 3248 S. Melbourne Street.

Council Member Marchant thanked the public for their insight. He said he had 5 points to share: 1) he wanted to see Millcreek be a safe place; 2) he was grateful the Mayor was involved with UPD and could ensure UPD had good trainings and policy; 3) it was a mistake to think everything was perfect all the time, it was okay to reevaluate; 4) police need to be properly funded; and 5) the police should utilize professional help where it is required, but specialized people costed more money.

Council Member Uipi read an email from Dev Wilkinson into the record.

Council Member Uipi brought up the policing committee comprised of Millcreek volunteers and asked the Council about their level of involvement. Mayor Silvestrini said the Council needed to collate and review the comments received, determine what the Council had the power to control, share the information with UPD, and formulate recommendations. He said the committee could be involved in the next step after comments were collated.

Caller – Craig Widdowson, 4419 S. Adonis Drive, said the problems facing police were that they needed to be paid adequately, and they needed accountability and training.

Elyse Sullivan read an online comment from Jennica Davis-Hockett, 1201 Lorraine Drive.

Council Member Marchant said it was a challenging time to raise taxes. The Council does what is needed sometimes, not what is wanted. The Council had voted that year to increase the property tax rate by 2.78% to fund the police. Council Member Uipi said the policing committee would be meeting on August 25th. Council Member Catten said it was important

for residents to understand what was in Millcreek's power to change and improve because UPD served other jurisdictions. Mayor Silvestrini said Sheriff Rivera was the CEO of UPD and there is a chief that operates under her, then each precinct has a chief. The UPD policy and budget is set by the UPD Board and jurisdictions have a weighted vote on the Board based on population and revenue contribution to UPD. The Board is interested in having the best department possible. Council Member Jackson asked if the other jurisdictions were having similar meetings to hear from residents. Mayor Silvestrini said there was one in Holladay, but he did not know about other cities. Council Member Uipi said she would sift through the comments and participate in the policing committee and then debrief the committee on the Council's meeting. She invited continued comments. Council Member Jackson pointed out this was an ongoing conversation. Mayor Silvestrini said the public needed to lobby with state legislators about changing any state law.

Council Member Jackson moved to adjourn the special meeting at 8:29 p.m. Mayor Silvestrini 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**

DRAFT

Minutes of the
Millcreek City Council
August 24, 2020
5:45 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 August 24, 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
Kurt Hansen, Legislative Policy Director
Laurie Johnson, HR-Finance Director
Francis Lilly, Planning and Zoning Director
Mike Winder, Economic Development Director
John Miller, City Engineer
Jared Bowling, IT/Facilities Manager

Attendees: Janice Kimball (electronic), Audry Wood (electronic), Kory Holdaway, Brian Pickett, Halle Pickett, Josie Pickett, K. Kumar Shah, Thom DeSirant, Elaine Janeway, Susan Ferrin, Linda V., Bahati Kaberuka, Sophia Taylor-Swanson, Coral Borack, Josie Pickett, Doug Owens, Officer Adam Page, Chief Steve DeBry, and Chief Duane Woolsey.

WORK MEETING – 5:45 p.m.
TIME COMMENCED: 5:49 p.m.

Mayor Silvestrini called the work meeting to order.

1. **Housing Connect Presentation; Janice Kimball, Chief Executive Officer for Housing Connect**
   Janice Kimball said Housing Connect was the Housing Authority for Salt Lake County and also a resource for municipalities in the County to reach affordable housing goals. Their mission is to connect people and communities to quality affordable housing opportunities while promoting self-sufficiency and neighborhood revitalization. She reviewed housing resources and said they serve 4,465 households with the majority being elderly, having a disability, or are families with children. The households have an average annual income of $12,956. She said there was a good presence in Millcreek as she highlighted a map of properties and various voucher types in the city. Mayor Silvestrini asked if Housing Connect

was connected with Moda Meadowbrook on 3900 S. Kimball said no. Council Member Marchant asked how Housing Connect was funded. Kimball said the majority of their funding came from the federal government through HUD assistance and then tenant rents. She said she has been working to look for other resources to meet the needs of the community. Council Member Marchant asked if Housing Connect owned Bud Bailey Apartments. Kimball said yes, and they owned 5 other units in Millcreek. She showed the Council examples of apartments they had done in other communities to promote affordable housing. She said they had also worked with Salt Lake County on a mobile home park in Midvale.

2. **Ranked Choice Voting Presentation; Kory Holdaway, Utah Ranked Choice Voting**
Mayor Silvestrini said Millcreek's next opportunity for an election would be the next year. He said there could be new legislation to encourage municipalities to do ranked choice voting in primaries.

Kory Holdaway said with the current national challenges, he saw ranked choice voting as a remedy. He explained the process of ranked choice voting via a process graphic. He highlighted the recent Utah gubernatorial primary election with the top candidate winning 36% of the plurality vote. He said ranked choice voting saved cities money by eliminating the need for a primary election and that candidates had shorter campaigns. He said ES&S was awarded a state contract and capable of running ranked choice voting elections in Utah. Salt Lake County uses Dominion election equipment. He said every County Clerk in Utah hated ranked choice voting except Utah County. Ranked choice voting empowered voters to be able to more fully express their will, a winner could get a majority vote, and longshot candidates did not draw votes away from a candidate who is preferred by most voters. The two cities that ran the trial in Utah in 2019 were Payson and Vineyard. He said 86% of voters liked ranked choice voting and 82.5% wanted to see it in the future. He also said that 87.5% of the candidates reported a positive experience with it.

He said if cities were interested in doing ranked choice voting and the county clerk was not willing to do it, cities could run their own elections. He had providers willing to do it. Mayor Silvestrini asked if it would still be vote by mail. Holdaway said yes. He recognized Sherrie Swensen, Salt Lake County Clerk, for establishing vote by mail in Utah. He said there was an established ranked choice voting organization, Utah Ranked Choice Voting. He suggested that the Council write a letter to the County Clerk about wanting to do ranked choice voting. Council Member Uipi had Holdaway explain the 2020 gubernatorial primary race if ranked choice voting was used. Holdaway did and said the outcome may have been different. Council Member Jackson asked if other states used the model. Holdaway said Maine and other cities in the country were using it with positive feedback. Mayor Silvestrini asked about criticisms. Holdaway said ranked choice voting was perceived as too confusing and in some cases the majority vote did not necessarily win. Council Member Catten asked about the election cost for Vineyard and Payson. Holdaway said there was a built-in cost of $10,000 per County, so each of the cities paid $5,000. Council Member Uipi asked if the cost would be by population. Holdaway said counties currently charged by the number of registered voters for mailing and tabulation of votes, roughly $2 per registered voter. Council Member Uipi asked about future legislation affecting ranked choice voting. Holdaway said the pilot program bill was different than the current draft bill. Mike Winder said he was working on a bill that would mandate all government funded primary elections in Utah to use ranked choice voting. The Republican and Democratic conventions used the model this year and there was over an 80% approval

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rating. Winder said the draft legislation would not force a primary election, but if there was one, it would have to be by ranked choice voting.

Holdaway said the ballot would be designed so each of the candidate names were listed down with columns next to them for 1, 2, 3, and so forth rankings. Mayor Silvestrini said in terms of a debate or a town hall meeting for candidates, they became problematic if there were too many candidates. Holdaway said leading up to the gubernatorial race, there were seven candidates for the Republican open seat. Those seven candidates had to reach out and moved towards a more technological outreach. Council Member Uipi asked about the cost of ranked choice voting. Holdaway said it would be equal to or less than what the County charged. Council Member Jackson asked about Salt Lake County's equipment. Holdaway said it was possible for the County to use their existing equipment for ranked choice voting with a two-step process. Council Member Marchant asked about the reliability of the vendor if Millcreek ran its own election. Mayor Silvestrini said he would invite someone from the County Clerk's Office to present to the Council about ranked choice voting. Holdaway said the Council had until March 15th to make a declaration to opt into ranked choice voting for the 2021 election.

3. **Millcreek Common Project Update; Francis Lilly, Planning and Zoning Director**
   Francis Lilly said an evaluation committee consisting of city staff looked at five proposals for a construction management/general contractor and their recommendation to the Mayor and Council was to proceed with negotiations on an agreement with Hogan and Associates Construction. Their proposed administrative fees were competitive, they had the appropriate technical skill set, and they had a working relationship with the established architect for the project. He said the architects were in the process of picking out lights and getting the subdivision plat ready for the plaza. Council Member Marchant asked about the request for proposals (RFP). Lilly said there was one advertised, and five firms submitted proposals. He said the administrative costs ranged from $300,000 to almost $1 million and Hogan and Associates Construction was on the low end. Mayor Silvestrini said the Council could look at the RFP responses.

   Lilly said that through the procurement process, ACME Construction would be constructing the Mountair streetscape at budget. The contractor submitted three alternates to the project for the Council to consider, the first being an off grid solar LED bollard versus a grid-connected LED bollard for $69,580.00. Lilly recommended the Council go with the grid-connected bollards. The second alternate was a bronze bus shelter versus a UTA standard bus shelter for $16,970.00. The Council agreed to the bronze bus shelter. The third alternate was a decorative bronze fence versus a black metal picket fence for $23,670.00. Council Member Jackson asked about the anti-climb feature on the bronze fence. Lilly did not know. Council Member Jackson said if the fence could easily be climbed, not to get it, otherwise get it. Mayor Silvestrini said the Council already decided to put money into the project to make it look nice. Lilly said ACME had been sent a formal notice to proceed on the project. Council Member Jackson asked about a groundbreaking for the streetscape. Lilly said he would set one up. Lilly said he received an email from someone contemplating buying a house in Mountair who inquired about the streetscape and was pleased with the plans Lilly shared with him.

4. **Staff Reports**
   Mike Winder said the Millcreek Small Retail Business Grant was going well. He had 69 signed agreements in place so far and his staff had made over 500 phone calls and sent out

1,100 letters to inform businesses about it. The deadline to apply was August 31. He said the Salt Lake County Small Business Grant had more Millcreek applicants than any other city.

5. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items
There was none.

Council Member Uipi moved to adjourn the work meeting at 6:55 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: 7:04 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance
Mayor Silvestrini called the meeting to order then led the pledge of allegiance. He said public comments could be submitted on the meeting live stream page of the City's website.

1.2 Unified Police Department Millcreek Precinct Officer of the Month for July 2020
Chief Steve DeBry announced Officer Adam Page as the July 2020 Officer of the Month. Officer Page was able to establish a positive rapport with a domestic violence victim and helped her recognize that he was there to help her. The Citizens Advisory Board presented Officer Page with a gift. Mayor Silvestrini thanked Officer Page for his service and said domestic violence was a priority for Millcreek.

1.3 Kids and Cops Art Presentation
Chief DeBry said this was the fourth year of hosting the Kids and Cops Art Contest. He recognized Sorensen Legacy Foundation for enabling the competition. The purpose of the grant is to increase police-community relations and the art competition was a great way to promote positive relationships with children and their families. The competition had 6 categories: anti-drug, anti-bullying, distracted driving, anti-violence, and police in my community. Officer Bettina Allen announced the following winners and presented them with prizes: Bahati Kaberuka won 1st place in the Middle School Division; Sophia Taylor-Swanson won 3rd place in the Middle School Division; Coral Borack won Honorary Mention in the Middle School Division; and Josie Pickett won Honorary Mention in the Elementary School Division.

Mayor Silvestrini said building relationships with the police and community was critical especially considering the current issues facing the country.

1.4 Proclamation of Constitution Week in Millcreek
Mayor Silvestrini said September 17th marked the anniversary of the U.S. Constitution and every year the Council recognized it through a proclamation. He read the

proclamation and presented it to the Daughters of the American Revolution. The proclamation read:

"*PROCLAMATION OF CONSTITUTION WEEK IN MILLCREEK*
WHEREAS, September 17, 2020, marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and
WHEREAS, The Constitution, together with the Bill of Rights, have provided the organic structure for our Democratic Republic and our Individual Liberties, enabling our nation to rise from a collection of ragtag former colonies to a United Nation in which our people have created opportunity and built the greatest economy in the world, based upon freedom, creative genius and hard work; and
WHEREAS, our federal system has welcomed generations of immigrants from every part of the globe to participate in the freedom, opportunity and rule of law our Constitution affords, creating out of many groups, one indivisible nation; and
WHEREAS, Public Law 915 guarantees the issuing of a Proclamation each year designating September 17 through 23 as Constitution Week.
NOW, THEREFORE, I, Jeff Silvestrini by virtue of the authority vested in me as Mayor of the city of Millcreek, in the state of Utah do hereby proclaim the week of September 17 through 23 as:

CONSTITUTION WEEK

AND ask our residents to affirm the ideals of the Constitution of the United States of America and the Bill of Rights by vigilantly protecting the freedoms guaranteed through this magnificent document, remembering that lost rights may never be regained.
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the city of Millcreek to be affixed this 24th day of August, 2020."

1.5 Public Comment

Doug Owens, District 36 Legislature candidate, introduced himself to the Council.

2. Planning Matters

2.1 Discussion and Consideration of Ordinance 20-46, Adopting the Millcreek Transportation Master Plan as an Element of the Millcreek General Plan

Mayor Silvestrini said the Council had a first reading of the planning items at the prior meeting. Francis Lilly said the plan would give the Council guidance to prioritize capital improvement projects, set a baseline for transportation needs, and set a legal basis for roadway dedications and cross section requirements. He said it was important to rely on an adopted document. Mayor Silvestrini said concerned constituents contacted him over the weekend about a street that did not have curb and gutter. He said this type of document would ensure that future improvements would happen. He said the plan established street typology too.

Mayor Silvestrini asked for public comment.

Thom DeSirant, 718 E. Nibley View, congratulated the Council on a well-made plan. He said he had lived in Sugarhouse and had seen plans that were not effective.

Council Member Uipi moved to approve item 2.1. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

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2.2 Discussion and Consideration of Ordinance 20-47, Amending Title 14 and Title 19 of the Millcreek Code of Ordinances with Respect to Fencing, Walls, and Clearview Requirements

Francis Lilly said staff recommended a continuance of the item to allow the City Attorney time to technically review the ordinance. He mentioned that at the last meeting the concern was raised about prohibiting electrified fencing along public trails, so that provision was added to the draft ordinance in section 19.95.030. The Council had asked about an allowance for fences along a major corridor. Lilly said typically, a front yard fence could be up to 6 feet tall if it was semi-transparent or 4 feet tall if it was solid, however higher traffic roads could have a solid 6-foot tall fence. He did not feel a need for a special exception was necessary on those roads. He said sound walls do not extend beyond the right-of-way lines for UDOT. Lilly pointed out that every existing fence could continue as a non-conforming use. Mayor Silvestrini looked at the term "weathering steel" in the draft ordinance. Lilly said it was a common term, but he could add a definition of it if need be. Council Member Jackson asked about clear view. Lilly said his staff gets a lot of complaints about clear view and he tried to strike a balance between the complainant and the property rights of residents. John Miller said clear view with roads was not negotiable, it was based on national standards adopted by the State though clear view with driveways was more flexible. Council Member Marchant said according to Planning Commissioner Dave Allen (referencing an email he sent to the Council) there was no evidence there had been injuries as a result from clear view in neighborhoods. Miller said there was evidence of clear view-related accidents all the time. Council Member Uipi asked about complaints from Keller Lane. Miller said he had not received any recent complaints. He said it was hard to report almost accidents. Lilly said the ordinance was forward looking for future fences. Council Member Catten asked if the code would help staff. Lilly said yes.

Council Member Jackson moved to continue item 2.2. Council Member Uipi seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

3. Business Matters

3.1 Discussion and Consideration of Resolution 20-36, Amending the Millcreek Employee Policy and Procedure Manual-Second Edition to Add Section 3-03 1. B with Regard to Retirement for Elected Officials

Laurie Johnson said the City went through an audit done by the Utah Retirement Systems and it was determined that language was needed in the City's policy and procedure manual to specify retirement eligibility for elected officials and this amendment would accomplish that. Mayor Silvestrini said Council Member Uipi would be the only current elected official that qualified for retirement benefits.

Council Member Catten moved to approve item 3.1, Resolution 20-36, amending the policy. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.2 Discussion and Consideration of Resolution 20-37, Approving an Agreement with Avenue Consultants, Inc. for On Call Engineering Services

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John Miller said Avenue Consultants did the storm drain utility video. He had the idea of having a more visual based code and Avenue provided some proposed ordinance code changes. He said the on-call contract would be based on their proposals. Council Member Jackson liked the concept. Miller said the contract would be mostly for engineering concepts.

Council Member Jackson moved to adopt Resolution 20-37, Approving an Agreement with Avenue Consultants, Inc. for On Call Engineering Services. Council Member Uipi seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.3 Discussion and Consideration of Resolution 20-38, Approving an Agreement with Salt Lake City Corporation for a Sugar House Circulation Plan

Mayor Silvestrini said the program was funded by a transportation land use connection grant funded by the Wasatch Front Regional Council. He said Salt Lake City made the application to study the area as far as Holladay. John Miller said the transportation contract included Holladay and extended beyond Sugarhouse. Millcreek would contribute $10,000 to the project.

Council Member Jackson moved to adopt Resolution 20-38, Approving an Agreement with Salt Lake City Corporation for a Millcreek/Sugar House Circulation Plan. Council Member Catten seconded. Council Member Catten asked about the timeline. Miller said the study had already started and would be done by next spring. **The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.**

4. Reports

4.1 Mayor's Report

Mayor Silvestrini said he attended the Arts Council concert in the park, and it went well. He said he received positive comments from Unified Command on the policing town hall. He said he participated in the "Love, Listen, and Learn" police forum with the Utah League of Cities and Towns. He said that discussion was similar to what the Council had heard about policing and that school resource officers were not a good thing. He felt school resource officers were a good component of community-oriented policing.

4.2 City Council Member Reports

Council Members Jackson and Uipi said they received resident feedback about the recent policing town hall.

Council Member Marchant said he helped with the Utah Food Bank distribution. He said the area cleanup in Millcreek with the Wasatch Front Waste and Recycling District had an increased amount of refuse compared to other years and the new method saved the District $268,000. Council Member Catten said she used it and her complaint was that the postcard mailer she received gave her a reservation date for logging in and it was not yet open when she tried to log in. Council Member Jackson asked if there were more requests than containers. Council Member Marchant said there were enough if it was within the correct date window. Mayor Silvestrini said he heard that people were worried about the weight of the dumpster in their driveway though they weighed the same as a truck.

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Mayor Silvestrini said Salt Lake City Public Utilities would be doing an aqueduct project in Millcreek.

Council Member Catten said there was West Nile Virus detected in mosquito pools in the County during the prior week, but not in Millcreek. She thanked John Miller for being a Millcreek advocate on transportation projects.

4.3 Staff Reports
John Miller updated the Council that Millcreek had received the Neff's Creek Grant for $125,000. He then gave updates on pavement preservation, and capital improvement projects at 3900 S., Main Street, and Central Avenue. He reported that the Public Works Department would be hiring two new employees for storm water duties in the coming weeks.

4.4 Unified Police Department Report
Chief Steve DeBry went over the crime statistics and Precinct on goings for July 2020. There were 3,393 calls for service, 1,305 cases, 348 citations, and 57 booking arrests. There were 32 assaults, 75 family offenses, 25 burglaries, 123 larcenies, 5 robberies, 22 drug offenses, 6 sex offenses, 43 stolen vehicles, and 121 vehicle burglaries. The Millcreek Precinct recently received a JAG grant from the Utah Commission on Criminal Juvenile Justice in the amount of $4,500. The grant would be used to purchase needed equipment for officers. Millcreek Precinct currently employs one fulltime victim's advocate and was in the process of adding eight additional volunteer advocates to provide 24-hour essential services to victims of crime in Millcreek. The Precinct had seen a string of residential and garage burglaries and launched a two-day operation to suppress criminal activity which resulted in nine arrests and additional suspects and suspicious vehicles were identified. The Chief reported that another residential burglary suspect, two catalytic converter theft suspects, and a car burglary suspect had all been arrested. Due to the construction of the new Skyline High School, illegal parking would be enforced through citations and proactive patrols by Unified Police. A Millcreek Precinct speed trailer was vandalized in the East Mill Creek community with a "Black Lives Matter" sticker. Millcreek Precinct Traffic Units would continue to enforce illegal parking issues throughout the City such as prohibited parking in bike lanes, extended parking, handicap parking and others. From July 15th to August 15th, 57 citations had been issued which was a 16% decrease from last month.

4.5 Unified Fire Authority Report
Chief Duane Woolsey said he had received a summary report of Covid-19 in Salt Lake County. In May, the County had an average of 86 positive cases a day: in June, 199 cases and in July, 253 per day. In the State, there were 166 positive cases in May, 419 in June, and 571 in July. There were some testing difficulties in July. He said in Unified Fire Authority (UFA) there had been a decrease in call volume, but it had picked back up. UFA was in the middle of their new hire process with 20 openings. UFA got approval for their new physical fitness standard. They would run everyone through the test this year, next year they would run through timing, and the next year they would establish a standard time. UFA had established a mandatory staffing policy to have 108 firefighters on shift per day. UFA sent type 3, type 6, and command vehicle to California to assist with wildfires.

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5. Consent Agenda

5.1 Approval of July 27, 2020 Work Meeting and Regular Meeting Minutes
5.2 Approval of August 10, 2020 Work Meeting and Regular Meeting Minutes

Council Member Uipi moved to approve item 5.1 and 5.2. Council Member Jackson 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

- Mt. Olympus Community Council Mtg., 9/1/20, 6:00 p.m. TBD
- Millcreek Community Council Mtg., 9/1/20, 6:30 p.m. TBD
- Canyon Rim Citizens Association Mtg., 9/2/20, 7:00 p.m. TBD
- East Mill Creek Community Council Mtg., 9/3/20, 6:30 p.m. TBD
- City Council Mtg., 9/14/20, 5:00 p.m. at City Hall
- Planning Commission Mtg., 9/16/20, 5:00 p.m. at City Hall

ADJOURNED: Council Member Uipi moved to adjourn the regular meeting at 8:57 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

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Attest: Elyse Sullivan, City Recorder

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