PROCLAMATION
HONORING EMERSON CANNON

Emerson Cannon spent a lifetime serving his community, his profession, his family and his church. He was a long-time contributor to his East Mill Creek Community and a distinguished professor of physics at the University of Utah and Salt Lake Community College. His research led to the formation of the Utah Research and Development Company. He additionally taught and coached soccer at Cottonwood High School, reaching the state championship. (He schooled his charges in appropriate language even in the loss in that championship game.) He faithfully served his church in several callings and missions.

Emerson contributed to the support of his community in various ways, even loaning money to his neighbors in their times of need. In his later years, Emerson remained a loyal Millcreek resident, moving to Old Farm. Emerson was well-loved by his community. For his humane nature and his contributions to the greater Millcreek community, I am pleased to recognize June 28, 2021 as Emerson Cannon Day in the City of Millcreek.

By: _____
Jeff Silvestrini, Mayor

Attest: _____
Elyse Sullivan, City Recorder

MILLCREEK PLANNING AND ZONING
3330 SOUTH 1300 EAST
MILLCREEK, UTAH 84106

MEMORANDUM

To: **Millcreek City Council**
From: **Francis Lilly, AICP, Community Development Director**

Meeting Date: **28 June 2021**

Re: **SV-21-002**

Right-of-Way Vacation for a Portion of 1800 East Street from Gregson Avenue to Approximately 3206 South 1800 East

Applicant: **Millcreek**

Summary

Millcreek is petitioning the City Council to vacate a portion of 1800 East Street, which was recently dedicated by the Kenwood Subdivision, recorded on 15 October 2020. More particularly, the proposed dedication is approximately the westerly 6 feet of 1800 East between Gregson Avenue and approximately 3026 South 1800 East.

Historically, 1800 East was a private right-of-way. As part of a subdivision for four additional residential lots at the end of 1800 East, Ivory homes and the other owners of the private right-of-way agreed to dedicate 1800 East as a public street, and to improve it. Improvements include a cul-de-sac at the end of 1800 East, as well as curb, gutter, and sidewalk along the cul-de-sac. New asphalt and curb and gutter will be installed along the west edge of 1800 East from the cul-de-sac to the intersection at Gregson Avenue. Future sidewalk will be installed as additional development occurs along 1800 East, or sidewalk can be deferred through a deferral agreement with the City.

After the plat was recorded, JMP Holdings, LLC, which owns property at 3049 S and 3069 S Kenwood Street, notified the city of a discrepancy between the survey Ivory Development provided prior to their subdivision approval, and a survey they obtained, that affects property they own along the edge of the 1800 East right-of-way. The discrepancy is ultimately in the basis of bearing that established the right-of-way, and the property owners assert that the dedicated right-of-way encroaches on their property by approximately five feet. The property owners' surveyor and the surveyor for Ivory Development identified a legal description of the discrepancy, and that is the portion of 1800 East that Millcreek is petitioning to have vacated.

Staff notes that the vacation will not impact location or width of the existing pavement, and will not impact the eastern boundary of the right-of-way. A deed vacating the property will simply return the land to the adjacent owners, which include JMP Holdings (Parcel Nos. 16-28-257-017 and 16-28-257-029) and Gordon and Lisa White (Parcel No. 16-28-257-015).

With limited flexibility in the application of roadway standards, a sidewalk could be accommodated within the future right-of-way line, assuming the westerly portion is vacated, without requiring any additional

dedication of 1800 East in the future. Thus, the City is not adversely impacted by vacating the westerly 6 feet of 1800 East from Gregson Avenue to approximately 3206 South. Moreover, the proposed vacation has no impact on the eastern right-of-way line, so property owners on the east side of 1800 East will not be affected by the proposed vacation.

A survey depicting the boundary adjustment is attached to this staff memorandum, as is the original plat that dedicated the 1800 East right-of way.

Any vacation of a right-of-way must be done through a public process required by State Law and Millcreek Code. The City Council is the land use authority for right-of-way vacations.

Notice Requirements

Notice to vacate a public street is different that notice for a zone change or a conditional use permit. Section 10-9a-208 of the Utah Code outlines the notice for such vacations.

10-9a-208. Hearing and notice for proposal to vacate a public street, right-of-way, or easement.

(1) For any proposal to vacate some or all of a public street, right-of-way, or easement, the legislative body shall:

(a) hold a public hearing; and

(b) give notice of the date, place, and time of the hearing, as provided in Subsection (2).

(2) At least 10 days before the public hearing under Subsection (1)(a), the notice required under Subsection (1)(b) shall be:

(a) mailed to the record owner of each parcel that is accessed by the public street, right-of-way, or easement;

(b) mailed to each affected entity;

(c) posted on or near the street, right-of-way, or easement in a manner that is calculated to alert the public; and

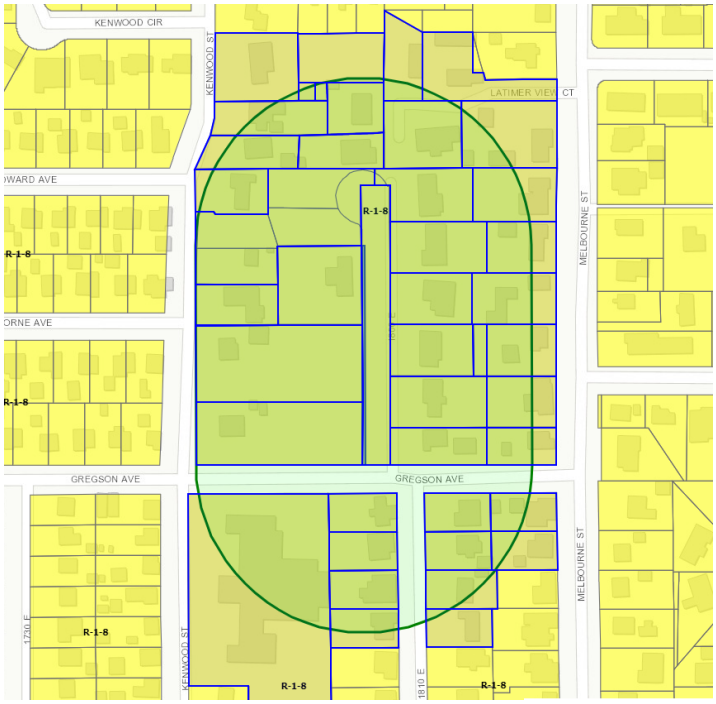
(d) (i) Published on the website of the municipality in which the land subject to the petition is located until the public hearing concludes; and

(ii) published on the Utah Public Notice Website created in Section 63F-1-701.

In addition, Millcreek requires that notices be sent to:

- Any property owner whose property is accessed by the portion of the right- of-way that is proposed to be vacated.
- Any property owners within three hundred feet of the portion of the public right-of-way that is proposed to be vacated.
- All property owners whose property is in between the portion of the right- of-way to be vacated and the nearest street intersection.

On Friday, June 18, 2021, public notice was mailed to property owners described in the image below:



In addition, notice was posted on Friday, 18 June 2021, along the right-of-way, near the intersection of 1800 East and Gregson Avenue.



Required Findings

Section 10-9a-609.5 of the Utah State Code provides direction to legislative bodies when considering right-of-way vacations. Specifically, the legislative body may adopt an ordinance vacating some or all of a public street, right-of-way, or easement, if it finds that:

1) Good cause exists for the vacation; and
2) Neither the public interest nor any person will be materially injured by the vacation.

Does good cause exist for the proposed vacation?

Staff recommends that the City Council finds that good cause exists for the proposed vacation. A vacation resolves an apparent long-standing survey discrepancy to the benefit of the Pickrell and White families, the two property owners adversely impacted by the discrepancy. Both the Pickrell and White families and future property owners will continue to enjoy and derive the benefit of access onto 1800 East, even if a portion of it is vacated.

Will either the public interest or any person be materially injured by the vacation?

Staff cannot find that either the public interest or any person will be materially injured by the vacation. The vacation does not affect the capacity for 1800 East to function as a two-way street, and 1800 East can be improved with sidewalk (albeit no parkstrip) without requiring any additional land to be dedicated to the City in the future.

Legal Interest of the City

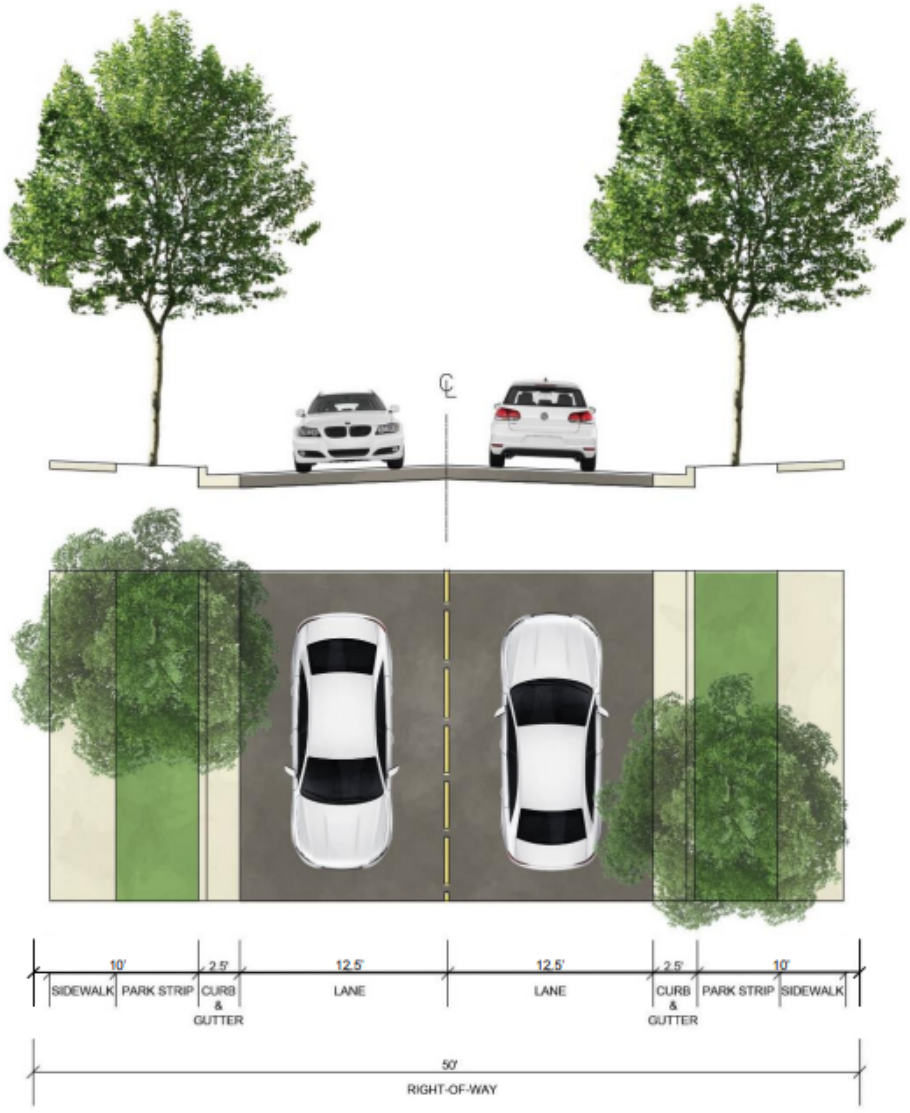
Section 14.48.050 of the Millcreek Code states that "No action shall be taken on any petition to vacate a street until the City Attorney determines the legal interest of the city in the street."

The Kenwood Subdivision dedicated a 50-foot right-of-way that was formerly a private road maintained by the property owners. Originally, the road itself was a distinct parcel of real property, for which taxes were paid on a rotating basis among the various property owners. Dedicating the roadway not only provided a public good in the form of an improved cul-de-sac, but it resolved a challenging title and property situation that the owners dealt with for years prior. Nonetheless, ongoing survey discrepancies call into question the actual western boundary of that right-of-way. Vacating the westerly portion of the right-of way to the benefit of adjacent property owners is a cleaner solution than adjusting the entire right-of-way to the east, which could result in unforeseen impacts to six property owners on the east side of 1800 East.

Evaluation of Need for Street

Section 14.48.060 of the Millcreek Code states that "Each petition shall be evaluated in terms of the current use of the street and the need in the foreseeable future for its use as a public street or for any other public purpose. If such need exists or may exist in the foreseeable future, the petition shall be denied."

The basis for a 50 foot local street comes from the typical cross-section established in the Millcreek Transportation Master Plan, adopted by the City Council in 2019:



LOCAL STREET: 50-FOOT (TYPICAL)
2 LANES ≤ 25 MPH

That typical section accommodates two travel lanes, plus curb and gutter on either side, and a combination of sidewalk and park strip that totals 10 feet on either side of the curb.

The City recognizes that not every street is, or even can be, typical in the sense that the Master Plan describes. 1800 East, though recently dedicated to the City, is not a new, typical street. It is a street that has been converted from private, shared ownership to a public use. In this case, some flexibility in application of the roadway standard for the side treatment of park strip and sidewalk is warranted. Staff notes that a sidewalk can be accommodated within a narrow right-of-way, simply by eliminating the park strip. If and when the properties owned by the Pickrell and White families redevelops, staff recommends simply eliminating the park strip that is included as a variable-width element in the typical street standard required above.

Millcreek Public Works and Planning agree that required improvements for the street, including a sidewalk, could be accommodated in a right-of-way that is approximately 44.5 feet in width, rather than the standard 50 foot right-of-way, and that the westerly 6 feet is not needed now or in the foreseeable future.

Compensation

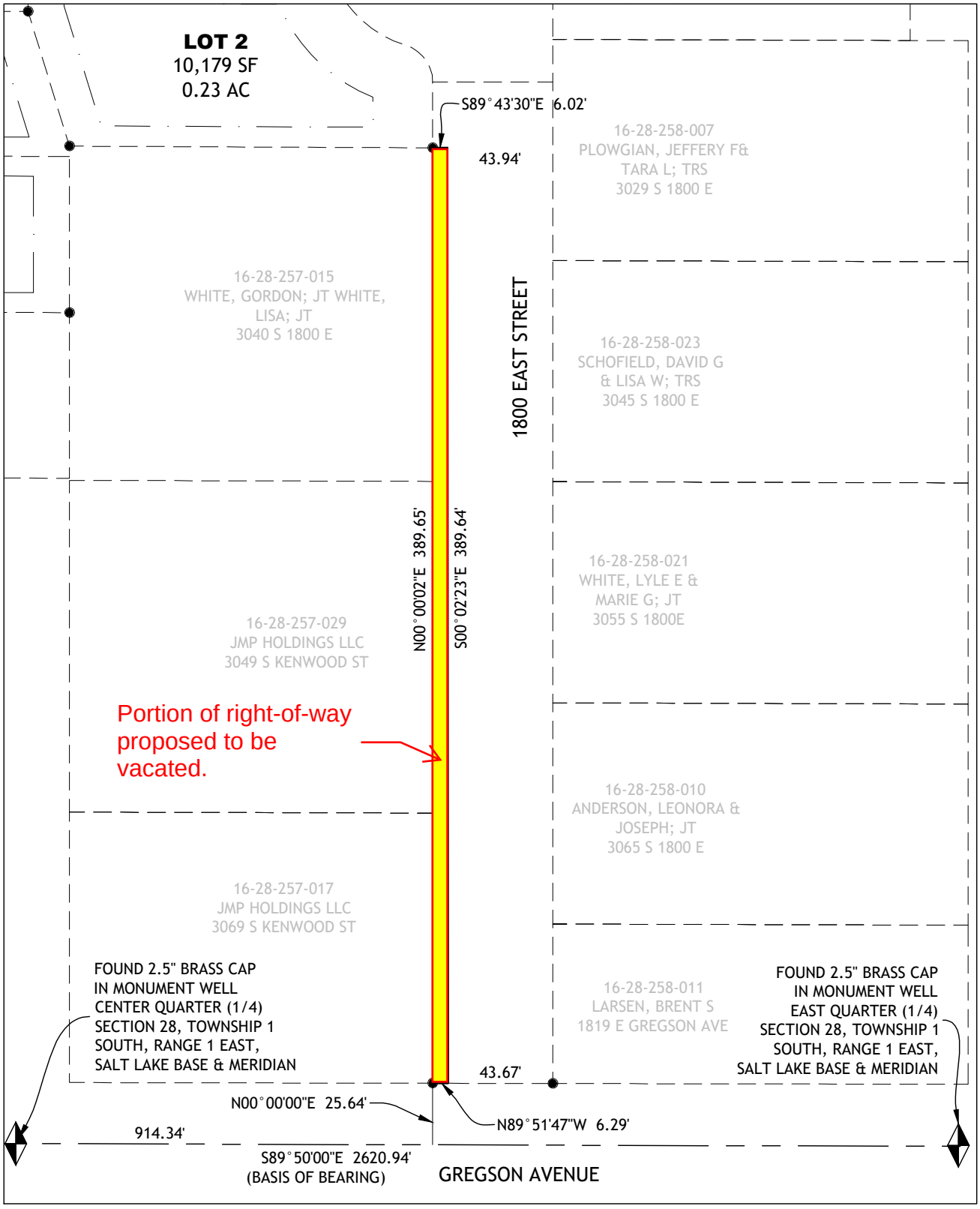
Section 14.48.070 of the Millcreek Code requires the City to be compensated for vacated rights-of-way. The code provides that "in appropriate cases compensation may be provided for in part or in whole, through an exchange of land or relocation of streets within an existing subdivision." In light of the fact that the City is petitioning the Council for a vacation in order to resolve a surveying dispute, staff does not recommend that the City seek compensation for the westerly 6 feet of 1800 East that is to be vacated.

Recommendation

Staff recommends that the City Council vacate a portion of Chambers Avenue between 1340 East and Approximately 1364 East, as described more particularly in the attached survey and legal description, and that the City Council find that good cause exists for the vacation; that neither the public interest nor any person will be materially injured by the vacation; and that the city has no need for the portion of the street to be vacated now or in the foreseeable future.

Attachments

1. **Exhibit Showing the 1800 East Right-of-Way boundary, and area to be vacated.**
2. **Legal description of the portion of 1800 East to be vacated.**
3. **Original Kenwood Plat.**
4. **Petition from the City.**



EDM Partners

NORTH

SCALE: 1" = 60'

0 30 60 120

KENWOOD SUBDIVISION

1800 EAST RIGHT OF WAY REDUCTION EXHIBIT

DATE:	FIGURE:
6/3/2021	1 OF 1

C:\Users\jdmon\EDM Partners Dropbox\Projects\Kenwood\Survey\BOUNDARY DISPUTE\Kenwood Resolution and Exhibit.dwg

LEGAL DESCRIPTION OF A PORTION OF 1800 EAST TO BE VACATED:

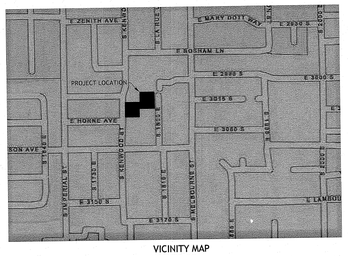
A TRACT OF LAND BEING PART OF KENWOOD SUBDIVISION, RECORDED IN BOOK 2020 AT PAGE 249 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID TRACT OF LAND IS LOCATED IN THE NORTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF GREGSON AVENUE AND THE WESTERLY RIGHT OF WAY LINE OF 1800 EAST AS RECORDED IN SAID KENWOOD SUBDIVISION, SAID POINT BEING S89°50'00”E 914.34 FEET ALONG THE SECTION LINE AND N00°00'00”E 25.64 FEET FROM THE CENTER QUARTER (1/4) CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE N00°00’02”E 389.65 FEET; THENCE S89°43’30”E 6.02 FEET; THENCE S00°02’23”E 389.64 FEET; THENCE N89°51’47”W 6.29 FEET TO THE POINT OF BEGINNING.

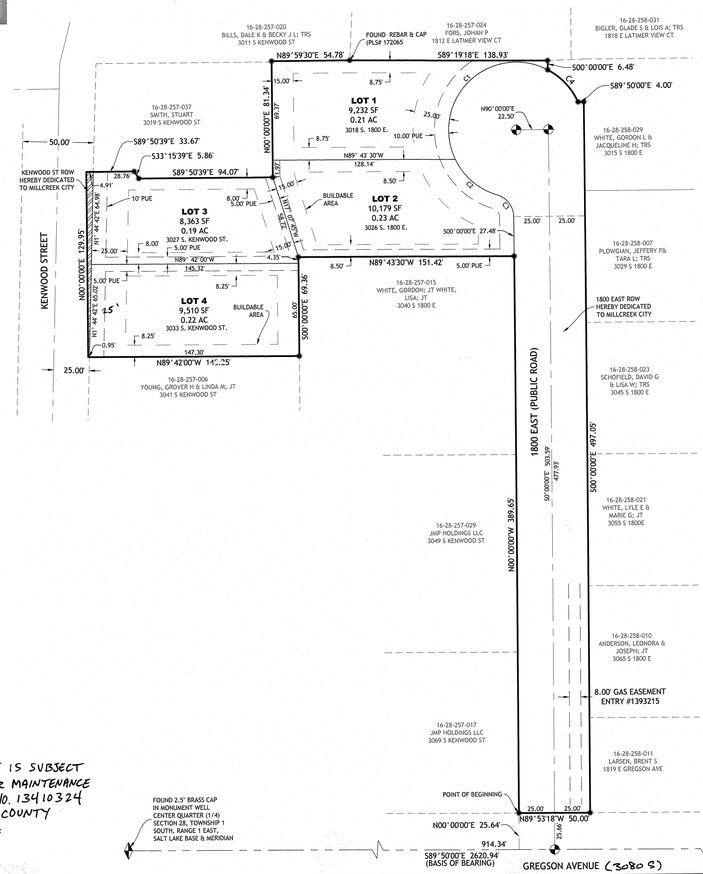
CONTAINS 2,398 S.F. OR 0.05 ACRES IN AREA

KENWOOD SUBDIVISION

LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF
SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, MILLCREEK, SALT LAKE COUNTY, UTAH



VICINITY MAP
NOT TO SCALE



CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	118.72	47.50	S46°39'27"W	90.14
C2	39.89	47.50	S49°00'08"E	38.73
C3	20.40	16.00	S36°31'51"E	19.05
C4	31.54	47.50	S42°43'03"E	30.97

LEGEND

- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE / MONUMENT LINE
- ADJACENT PROPERTY LINE
- SURVEY TIE LINE OR BUILDING SETBACK
- RIGHT OF WAY LINE
- EASEMENT LINE
- SECTION CORNER (FOUND)
- SECTION CORNER (NOT FOUND)
- ROAD MONUMENT TO BE INSTALLED
- PROPERTY MARKER (SET OR FOUND AS NOTED)
- AREA HEREBY DEDICATED TO MILLCREEK CITY

NORTH
SCALE: 1" = 40'
0 20 40 80 120

NARRATIVE:

THIS SUBDIVISION PLAT WAS PREPARED AT THE REQUEST OF IVORY DEVELOPMENT FOR THE PURPOSE OF SUBDIVIDING THE PARCELS OF LAND KNOWN BY THE SALT LAKE COUNTY ASSESSOR AS PARCEL NUMBER 16-28-257-038 AND 16-28-257-018 INTO LOTS AND STREETS AS SHOWN HEREON.
EXISTING MONUMENTS SHOWN ON THIS PLAT WERE OBSERVED IN THEIR RECORD LOCATIONS.

BASIS OF BEARING:

N89°50'00"W BEING THE BEARING BETWEEN THE CENTER QUARTER (1/4) CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT BASE & MERIDIAN AND THE EAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

NOTES:

- A 5/8" REBAR WITH PLASTIC CAP MARKED EDM WILL BE SET AT ALL REAR CORNERS AND ALONG BOUNDARY EXCEPT ALONG LOTS 1-4 THE FRONT LOT LINES WILL BE MARKED WITH A RIVET IN THE CURB AT THE LOT LINE EXTENDED
- DEVELOPMENT FOR EACH LOT MUST MEET ALL OF THE SETBACKS AND REQUIREMENTS OF THE R-1-8 ZONE (CHAPTER 19.14) AND THE RESIDENTIAL COMPATIBILITY OVERLAY ZONE (CHAPTER 19.71).
- SEE MILLCREEK CITY FILE NUMBER SD-20-003 FOR MORE INFORMATION.
- EACH LOT TO PROVIDE ONSITE STORM WATER INFILTRATION/RETENTION SYSTEMS WITH THE BUILDING PERMIT SITE PLAN TO MEET THE CITY'S STORM WATER MANAGEMENT REGULATIONS

TITLE EXCEPTIONS:

Exception 6: Right of Way Agreement for Salt Lake City Suburban Sanitary District Pipe Line for a right of way and easement for the purpose of digging a trench along said right of way, and to lay, maintain, operate, repair, remove or replace the pipe line for transportation through and across said Land, dated June 30, 1967 and recorded December 15, 1967 as Entry No. 2226783 in Book 2617 at Page 85.

Exception 7: Road Maintenance Agreement by and between Jeffery W. White and Julia E. White and Gordon White and Jacqueline H. White and Lyle E. White and Marie G. White, also Joseph R. Anderson and Leonora L. Anderson, and Jack W. Gunn and Carol G. Gunn, dated January 30, 1994 and recorded February 1, 1994 as Entry No. 5728889 in Book 6865 at Page 119.

Exception 8: Easement in favor of Salt Lake City Corporation, a municipal corporation of the State of Utah for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a water line, together with all facilities attendant thereto and incidental purposes, by Instrument dated April 11, 2006 and recorded May 18, 2006, as Entry No. 9728054, in Book 9296, at Page 1710.

Exception 9: Easement in favor of Salt Lake City Corporation, a municipal corporation of the State of Utah for a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a water line, together with all facilities attendant thereto, including any and all other related equipment and improvements, in, upon, over, under, across and through said Land and incidental purposes, by instrument recorded May 18, 2006, as Entry No. 9728055, in Book 9296, at Page 1713 and recorded June 1, 2006 as Entry No. 9739735 in Book 9302 at Page 1499 and recorded June 1, 2006 as Entry No. 9739737 in Book 9302 at Page 1505 and recorded June 1, 2006 as Entry No. 9739739 in Book 9302 at Page 1511 and recorded June 1, 2006 as Entry No. 9739742 in Book 9302 at Page 1520 and recorded June 1, 2006 as Entry No. 9739743 in Book 9302 at Page 1523 and recorded June 1, 2006 as Entry No. 9739745 in Book 9302 at Page 1529 and recorded June 1, 2006 as Entry No. 9739747 in Book 9302 at Page 1535 and recorded June 1, 2006 as Entry No. 9739749 in Book 9302 at Page 1541 and recorded June 1, 2006 as Entry No. 9739751 in Book 9302 at Page 1547.

Exception 10: Easement in favor of Salt Lake City Corporation, a municipal corporation of the State of Utah for a perpetual right-of-way easement, in, upon, over, under, across and through said Land to access the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a water line, together with all facilities attendant thereto, including any and all other related equipment and improvements and incidental purposes, by Instrument recorded May 18, 2006 as Entry No. 9728056 in Book 9296 at Page 1716 and recorded June 1, 2006 as Entry No. 9739736 in Book 9302 at Page 1502 and recorded June 1, 2006 as Entry No. 9739738 in Book 9302 at Page 1508 and recorded June 1, 2006 as Entry No. 9739740 in Book 9302 at Page 1514 and recorded June 1, 2006 as Entry No. 9739741 in Book 9302 at Page 1517 and recorded June 1, 2006 as Entry No. 9739744 in Book 9302 at Page 1526 and recorded June 1, 2006 as Entry No. 9739746 in Book 9302 at Page 1532 and recorded June 1, 2006 as Entry No. 9739748 in Book 9302 at Page 1538 and recorded June 1, 2006 as Entry No. 9739750 in Book 9302 at Page 1544 and recorded June 1, 2006 as Entry No. 9739752 in Book 9302 at Page 1550.

Exception 11: Right of Way Agreement for Salt Lake City Suburban Sanitary District #1 for a right-of-way and easement for the purpose of digging a trench along said right-of-way, and to lay, maintain, operate, repair, remove or replace a pipeline for transportation through and across said Land, dated July 5, 1998 and recorded October 16, 2007 as Entry No. 10250527 in Book 9526 at Page 5518.

Exception 12: Right-of-Way Agreement in favor of Salt Lake City Suburban Sanitary District #1 for the purpose of digging a trench along said right-of-way, and to lay, maintain, operate, repair, remove or replace a pipeline for transportation through and across said Land and incidental purposes, by Instrument recorded November 29, 2007, as Entry No. 10287748, in Book 9542, at Page 5086.

Exception 13: Easement in favor of Salt Lake City Corporation, a municipal corporation of the State of Utah for a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a water main, together with all facilities attendant thereto, including any and all other related equipment and improvements, in, upon, over, under, across and through said Land and incidental purposes, by instrument, dated July 30, 2015 and recorded August 24, 2015 as Entry No. 12117791 in Book 10354 at Page 9573. SURVEY FINDINGS: (Document is recorded in error. Not able to show correct location on map)

Exception 14: Notice of Interest In Real Property wherein Steven P. Strasser has an interest In said Land, dated April 14, 2016 and recorded April 19, 2016 as Entry No. 12262696 In Book 10422 at Page 6464.

Exception 15: 1800 East Road Maintenance Agreement - Amendment, recorded July 7, 2017 as Entry No. 12571895 In Book 10575 at Page 8592.

* ALL DEVELOPMENT IS SUBJECT TO THE STORM WATER MAINTENANCE AGREEMENT ENTRY NO. 13410324 AT THE SALT LAKE COUNTY RECORDERS OFFICE

OWNER / DEVELOPER

GORDON & JACQUELINE WHITE
3015 S 1800 E
MILLCREEK, UTAH 84106

SALT LAKE COUNTY HEALTH DEPARTMENT

SIGNED 9/18/20 DATE

UNIFIED FIRE AUTHORITY APPROVAL

SIGNED 9/11/2020 DATE

ADDRESSING APPROVAL

SIGNED 9/18/2020 DATE

MILLCREEK ENGINEERING

SIGNED 9/18/2020 DATE

RECORD OF SURVEY

RECORD OF SURVEY NUMBER: S2017-03-0255 & S2017-10-0681

COUNTY SURVEYOR REVIEWER Steven V. Keisel 8/28/20 DATE

MILLCREEK COMMUNITY DEVELOPMENT

APPROVED AS TO FORM THIS 15th DAY OF SEPTEMBER A.D., 2020

DIRECTOR 15 SEP 2020 DATE

OWNER / DEVELOPER

IVORY DEVELOPMENT, LLC
978 EAST WOODOAK LANE
SALT LAKE CITY, UTAH 84117

DATE	REVISIONS	BY

PUBLIC UTILITY APPROVAL

CENTURY LINK: Paul B Young DATE: 9/18/20
ROCKY MNT POWER: Jared Wadsworth DATE: 9-21-20
DOMINION ENERGY: Kevin Olsen DATE: 9.22.20
COMCAST: Excel DATE: 9.1.20
OTHER: — DATE: —

CHECKED FOR ZONING COMPLIANCE

ZONE: R-1-8 LOT AREA: min. 8,000 SF
LOT WIDTH: min. 65' FRONT YARD: 25'
SIDE YARD: 8' ROOT REAR YARD: 15' 30'

SIGNED 9/18/2020 DATE

MILLCREEK PLANNING COMMISSION

APPROVED THIS 16th DAY OF SEPT A.D., 2020, BY THE MILLCREEK PLANNING COMMISSION.

PLANNING COMMISSION CHAIR 9/16/2020 DATE

MILLCREEK IRRIGATION

SIGNED 9/4/2020 DATE

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 1st DAY OF Oct A.D., 2020.

MILLCREEK ATTORNEY

MILLCREEK MAYOR

PRESENTED TO THE MAYOR AND MILLCREEK COUNCIL THIS 14 DAY OF October A.D., 2020, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR ATTEST: CITY RECORDER

SEAL
SALT LAKE COUNTY
MILLCREEK
SEAL
STATE OF UTAH

EDM Partners LLC
2815 East 3300 South, UT 84109
(801) 305-4670 www.edmpartners.com

SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO. #9388730 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR RESTABLISH THIS PLAT; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY; AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

KENWOOD SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.

PROFESSIONAL LAND SURVEYOR
08/25/2020
9388730
TYLER E. JENKINS
STATE OF UTAH

BOUNDARY DESCRIPTION

AN ENTIRE TRACT OF LAND BEING ALL OR PART OF THOSE PARCELS OF LAND DESCRIBED IN THE FOLLOWING THREE (3) DOCUMENTS: 1.) WARRANTY DEED RECORDED OCTOBER 30, 2019 AS ENTRY NO. 13111587 IN BOOK 10852, AT PAGE 8701; 2.) QUIT CLAIM DEED RECORDED AUGUST 24, 2015 AS ENTRY NO. 12119030 IN BOOK 10355, AT PAGE 4408; 3.) WARRANTY DEED RECORDED APRIL 14, 1914 AS ENTRY NO. 223593 IN BOOK 8-Z, AT PAGE 515 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID ENTIRE TRACT IS LOCATED IN THE NORTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF GREGSON AVENUE SAID POINT BEING S89°50'00"E 914.34 FEET ALONG THE SECTION LINE AND N00°00'00"E 25.64 FEET FROM THE CENTER QUARTER (1/4) CORNER OF SECTION 28. TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE N00°00'00"E 389.65 FEET TO AN EXISTING FENCE LINE; THENCE N89°43'30"W (RECORD = NORTH 89°59'21" WEST 150.25 FEET) 151.42 FEET ALONG SAID EXISTING FENCE LINE; THENCE S00°00'00"E 69.36 FEET TO AN EXISTING FENCE LINE; THENCE N89°42'00"W (RECORD = NORTH 89°50'00" WEST) 148.25 FEET TO THE SOUTHWESTERLY CORNER OF SAID ENTIRE TRACT; THENCE N00°00'00"E 129.95 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE WESTERLY EXTENSION OF THAT BOUNDARY LINE AGREEMENT RECORDED NOVEMBER 27, 2017 AS ENTRY NO. 12666421 IN BOOK 10623, AT PAGE 3555 IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID EXTENSION AND BOUNDARY LINE AGREEMENT THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: S89°50'39"E (RECORD = S89°50'20") 33.67 FEET; THENCE S33°15'39"E 5.86 FEET; THENCE S89°50'39"E 94.07 FEET; THENCE N00°00'00"E 81.34 FEET TO AN EXISTING WIRE FENCE; THENCE N89°59'30"E (RECORD = SOUTH 89°59'21" EAST) 54.78 FEET ALONG SAID EXISTING WIRE FENCE TO A FOUND REBAR AND CAP STAMPED L.S. 172065 MARKING THE SOUTHWESTERLY CORNER OF LOT 1, LATIMER LANE SUBDIVISION RECORDED JULY 2, 1998 AS ENTRY NO. 7016745 IN BOOK 1998 OF PLATS, AT PAGE175 IN THE OFFICE OF SAID RECORDER; THENCE S89°19'18"E (RECORD = SOUTH 89°59'21" EAST) 138.93 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1, LATIMER LANE SUBDIVISION TO A NORTHEASTERLY CORNER OF SAID ENTIRE TRACT; THENCE S00°00'00"E 6.48 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 47.50 FEET, A DISTANCE OF 31.54 FEET, A CHORD DIRECTION OF S42°43'03"E AND A CHORD DISTANCE OF 30.97 FEET; THENCE S89°50'00"E 4.00 FEET; THENCE S00°00'00"E 497.05 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF GREGSON AVENUE; THENCE ALONG SAID NORTHERLY LINE N89°53'18"W 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 66,817 SQFT OR 1.53 ACRES

ACKNOWLEDGEMENT

ON THE 28TH DAY OF AUGUST A.D., 2020, CHRISTOPHER P. GAMVROULAS PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

Peter Steven Gamvroulas — #698412 — SIGNATURE
NOTARY PUBLIC COMMISSION NUMBER

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES 01-10-2022

OWNER'S DEDICATION

I/WE, THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN HEREON TO BE HEREAFTER KNOWN AS:

KENWOOD SUBDIVISION

AND DO HEREBY DEDICATE FOR PERPETUAL USE AND DO HEREBY GRANT UNTO EACH PRIVATE UTILITY COMPANY AND PUBLIC UTILITY AGENCY PROVIDING UTILITY SERVICES TO THIS PROJECT, A PERPETUAL NON-EXCLUSIVE EASEMENT IN ALL AREAS SHOWN HEREON TO INSTALL, USE, KEEP, MAINTAIN, REPAIR AND REPLACE AS REQUIRED, UNDERGROUND UTILITY LINES, PIPES AND CONDUITS OF ALL TYPES AND APPURTENANCES THERETO SERVING THIS PROJECT.

NAME: CHRISTOPHER P. GAMVROULAS — TITLE: PRESIDENT OF IVORY DEVELOPMENT, LLC
NAME: G. LEE WHITE — TITLE: SPECIAL ADMINISTRATOR OF THE ESTATES
NAME: GORDON L. WHITE — TITLE:
NAME: JACQUELINE H. WHITE — TITLE:

ACKNOWLEDGEMENT

ON THE 15TH DAY OF SEPTEMBER A.D., 2020, GORDON L. WHITE & LEE WHITE JACQUELINE H. WHITE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS GORDON L. WHITE AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF HIMSELF FOR THE PURPOSES THEREIN MENTIONED.

Jana Strafford 706593 — SIGNATURE
NOTARY PUBLIC COMMISSION NUMBER

JANA STRAFFORD
Notary Public - State of Utah
Comm. No. 706593
My Commission Expires June 4, 2023

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES June 4, 2023

KENWOOD SUBDIVISION

LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF
SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, MILLCREEK, COUNTY OF SALT LAKE, STATE OF UTAH

SHEET 1 OF 1

SALT LAKE COUNTY RECORDER

RECORDED # 13427968
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: IVORY DEVELOPMENT
DATE: 10/16/2020 TIME: 3:33 P.M. BOOK: 2020P PAGE: 249
$60.00
FEE SALT LAKE COUNTY RECORDER

16-28-258-029, 16-28-257-038, 16-28-257-018 16-28-21

C:\Users\jdixon\Dropbox\EDM (1)\Projects\Kenwood\Drawings\Plat - Kenwood Subdivision.dwg

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

To: Millcreek City Council

From: Francis Xavier Lilly, AICP, Planning Director

Re: Petition to Vacate a Portion of 1800 East from Gregson Avenue to Approximately 3206 South 1800 East

Date: 18 June 2021

Pursuant to Utah Code Ann. §10-9a-609.5, I am filing a petition for a city-initiated right-of-way vacation of a portion of 1800 East, a public street. The section of the street to be vacated is an approximately 6-foot section of Chambers Avenue, as measured from the westerly right-of-way line, between Gregson Avenue and approximately 3206 South, more particularly described in the following legal description:

A TRACT OF LAND BEING PART OF KENWOOD SUBDIVISION, RECORDED IN BOOK 2020 AT PAGE 249 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID TRACT OF LAND IS LOCATED IN THE NORTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF GREGSON AVENUE AND THE WESTERLY RIGHT OF WAY LINE OF 1800 EAST AS RECORDED IN SAID KENWOOD SUBDIVISION, SAID POINT BEING S89°50'00"E 914.34 FEET ALONG THE SECTION LINE AND N00°00'00"E 25.64 FEET FROM THE CENTER QUARTER (1/4) CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE N00°00'02"E 389.65 FEET; THENCE S89°43'30"E 6.02 FEET; THENCE S00°02'23"E 389.64 FEET; THENCE N89°51'47"W 6.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,398 S.F. OR 0.05 ACRES IN AREA

The names and address of each owner of record of land that is adjacent to the public street is attached to this petition, as are the names and addresses of each owner of record of land that is within 300 feet of the proposed vacation.

Written notice was mailed to operators of utilities, including culinary water and sanitary sewer facilities located within the bounds of the public street to be vacated, and a certification of that notice is attached to this petition.

Acting on behalf of Millcreek City, the property owner along the southern right-of-way line, I sign this petition below:

Francis Xavier Lilly, AICP
Planning Director

Notice of Public Hearing

CERTIFICATE OF MAILING

I, Jana Stratford, certify that on the 18 of June, 2021

I personally deposited in the United States Mail at 3350 So 2940 E

copies of the **NOTICE OF PUBLIC HEARING** attached hereto as Exhibit "A", and that a copy of said notice was mailed, postage paid, to each and every property owner listed on Exhibit "B", attached hereto.

Dated: June 18, 2021

By: Jana Stratford

The original Certificate of Mailing is to be provided to the City Recorder for addition into the City's Official Record as part of the packet and records kept for each respective project.

Millcreek
3330 South 1300 East
Millcreek, UT 84106
Phone: 801-214-2700
https://millcreek.us

Notice of Public Hearing

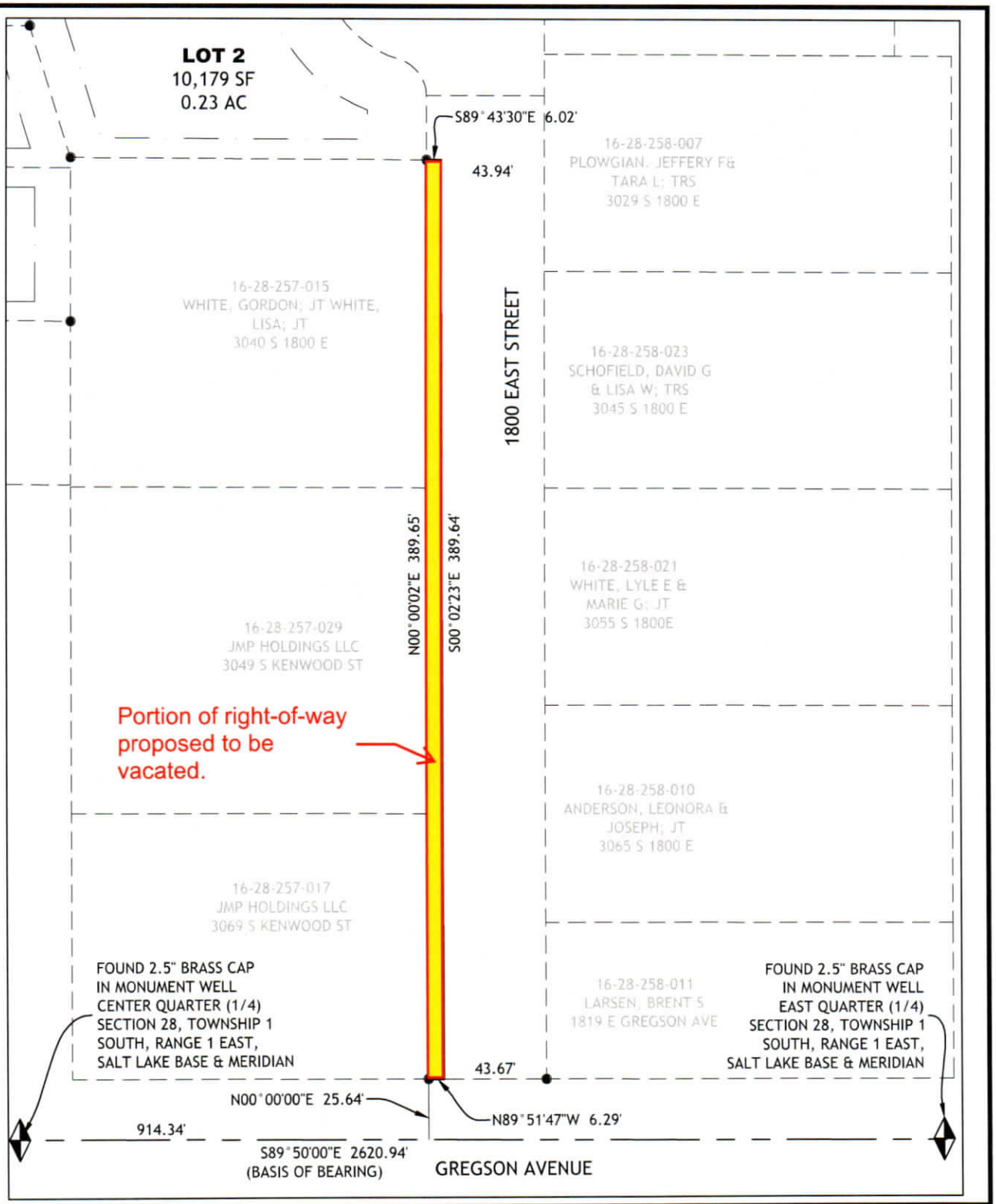
Pursuant to Utah Code Ann. §10-9a-208, notice is hereby given that the Millcreek Council ("Council") will hold a public hearing on June 28th, 2021, at 7:00 p.m., or as soon thereafter as practical, at 3330 South 1300 East, Millcreek, UT 84106. The purpose of the public hearing is to receive public comment on the proposed vacation of a portion of 1800 East Street from Gregson Avenue to approximately 3026 South 1800 East as depicted on the attached map. All interested persons shall be given the opportunity to be heard.

More particularly, the proposed dedication is approximately the westerly 5 feet of 1800 East between Gregson Avenue and approximately 3026 South 1800 East. The dedication will not impact location or width of the existing pavement, and will not impact the eastern boundary of the right-of-way. For more information regarding this proposed right-of-way vacation, please contact Francis Xavier Lilly, AICP, 801-214-2752 or flilly@millcreek.us.

In accordance with the Americans with Disabilities Act, Millcreek will make reasonable accommodation for participation in the meeting and hearing. Individuals may request assistance by contacting the ADA Coordinator, 801-214-2751 or khansen@millcreek.us, at least 48 hours in advance of the meeting/hearing.

Mailed notice was sent to property owners on Friday, June 18, 2021 as indicated on the aerial photo/map below.





EDM Partners

NORTH

SCALE: 1" = 60'

0 30 60 120

KENWOOD SUBDIVISION

1800 EAST RIGHT OF WAY REDUCTION EXHIBIT

DATE:	FIGURE:
6/3/2021	1 OF 1

C:\Users\jdmon\EDM Partners Dropbox\Projects\Kenwood\Survey\BOUNDARY DISPUTE\Kenwood Resolution and Exhibit.dwg

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TRUST NOT IDENTIFIED
3020 S MELBOURNE ST
SALT LAKE CITY UT 84106

TRUST NOT IDENTIFIED
3045 S 1800 E
SALT LAKE CITY UT 84106

TRUST NOT IDENTIFIED
3011 S KENWOOD ST
SALT LAKE CITY UT 84106

TRUST NOT IDENTIFIED
3003 S KENWOOD ST
MILLCREEK UT 84106

3019 S KENWOOD ST
SALT LAKE CITY UT 84106

BRENT S LARSEN
1819 E GREGSON AVE
SALT LAKE CITY UT 84106

KEVIN HANCEY; NADINE HANCEY (JT)
661 E MESA VISTA DR
IVINS UT 84738

LYLE E WHITE; MARIE G WHITE (JT)
3055 S 1800 E
SALT LAKE CITY UT 84106

JAMES W DROUBAY; MELISSA W DROUBAY (JT)
3060 S MELBOURNE ST
SALT LAKE CITY UT 84106

PAUL STEVEN OLAVSON TRUST 01/08/2016; DEANNA KAY MACDONALD TRUST 01/08/2016
7206 S CREIGHTON WY
COTTONWOOD HTS UT 84121

JMP HOLDINGS LLC
1909 ELKHORN VALLEY DR
CASPER WY 82609

TRUST NOT IDENTIFIED
252 E 740 N
OREM UT 84057

TRUST NOT IDENTIFIED
3015 S 1800 E
SALT LAKE CITY UT 84106

STEPHEN M ENDERTON; ROCHELLE E ENDERTON (JT)
2991 S KENWOOD ST
SALT LAKE CITY UT 84106

ERIC MAXFIELD; JEWEL MAXFIELD (JT)
3087 S 1810 E
SALT LAKE CITY UT 84106

ANDREA L MORRIS
3076 S MELBOURNE ST
SALT LAKE CITY UT 84106

LINDSEY JO YANKE; PETER ANDREW YANKE (JT)
3096 S MELBOURNE ST
MILLCREEK UT 84106

PHILLIP O HATCH; LISA R HATCH (JT)
PO BOX 520503
SALT LAKE CITY UT 84152

GORDON WHITE; LISA WHITE (JT)
3040 S 1800 E
MILLCREEK UT 84106

JOHN W PICKRELL; MELINDA L PICKRELL (JT)
1909 ELKHORN VALLEY ST
CASPER WY 82609

978 E WOODOAK LN
SALT LAKE CITY UT 84117

COOPER FAMILY TRUST 04/17/2020
606 W 5735 S
MURRAY UT 84123

JDA TRUST; EMH TRUST
1736 E HORNE AVE
SALT LAKE CITY UT 84106

GROVER H YOUNG; LINDA M YOUNG (JT)
3041 S KENWOOD ST
SALT LAKE CITY UT 84106

WILLIAM A GILES; PATRICIA B GILES; AUSTIN T GILES (JT)
3008 S MELBOURNE ST
MILLCREEK UT 84106

GERALD L SEABURY; JOYCE F SEABURY (JT)
3104 S 1810 E
SALT LAKE CITY UT 84106

HENRY H. WHITE
3015 S 1800 E
SALT LAKE CITY UT 84106

JOHAN P FORS
1812 E LATIMER VIEW CT
SALT LAKE CITY UT 84106

NICHOLAS GRINDROD; COURTNEY GRINDROD (JT)
3050 S MELBOURNE ST
MILLCREEK UT 84106

ROBERT H & SHARON L PETERSON FAMILY TRUST 06/05/2020
3121 S 1810 E
MILLCREEK UT 84106

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Bend along line to expose Pop-up Edge®
AVERY® 5160®

TRUST NOT IDENTIFIED
3003 S KENWOOD ST
MILLCREEK UT 84106

CORP OF P B OF CH OF JC OF LDS
50 E NORTHTEMPLE # FL-22
SALT LAKE CITY UT 84150

ALAN L WHITE; SHERYL WHITE
3010 S MELBOURNE ST
MILLCREEK UT 84106

MAX HARDING; TRUST NOT IDENTIFIED
3095 S 1810 E
SALT LAKE CITY UT 84106

MONTANA STUBER PETERSON
3112 S 1810 E
SALT LAKE CITY UT 84106

JAMES & SALLY OSTLER TRUST 07/27/2016
1813 E LATIMER VIEW CT
MILLCREEK UT 84106

JEFFREY & TARA PLOWGIAN TRUST 07/20/2016
3029 S 1800 E
MILLCREEK UT 84106

SCOTT P CHAMBERS; LINDSEY C CHAMBERS (JT)
3096 S 1810 E
SALT LAKE CITY UT 84106

THAD A BIGLER
1808 E LATIMER VIEW CT
SALT LAKE CITY UT 84106

TRUST NOT IDENTIFIED
1818 E LATIMER VIEW CT
SALT LAKE CITY UT 84106

GLADE S BIGLER
1808 E LATIMER VIEW CT
SALT LAKE CITY UT 84106

LEONORA ANDERSON; JOSEPH ANDERSON (JT)
3065 S 1800 E
SALT LAKE CITY UT 84106

NICHOLAS GRINDROD; COURTNEY GRINDROD (JT)
3050 S MELBOURNE ST
MILLCREEK UT 84106

JMP HOLDINGS, LLC
1909 ELKHORN VALLEY ST
CASPER WY 82609

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Pat: avery.com/patents

Salt Lake City Public Utilities
1530 S. West Temple
Salt Lake City, UT 84115

Utah Department of Transportation
c/o Renee Spooner, Legal Counsel
4501 South 2700 West
P.O. Box 141265
Salt Lake City, UT 84114-1265

Jordan Valley Water Conservancy District
c/o Reid Lewis, General Counsel
8212 South 1300 West
West Jordan, UT 84088

CenturyLink
1025 Eldorado Blvd. #1000
Broomfield, CO 80021

Dominion Energy
333 S. State Street
Salt Lake City, UT 84111

Granite School District
c/o Doug Larsen, Legal
2500 S. State St.
Salt Lake City, UT 84115

Mount Olympus Improvement District
c/o Tammy Gonzales, Records Officer
3932 S. 500 E.
Salt Lake City, UT 84107

Utah Transit Authority
c/o Jayme Blakesley
669 W. 200 S.
Salt Lake City, UT 84101

Unified Fire Authority
c/o Brian Robert, Chief Legal Officer
3380 S. 900 W.
Salt Lake City, UT 84119

White Ditch Irrigation Company
3025 South 1935 East
Salt Lake City, Utah 84106

Salt Lake County
Civil Division
c/o Darcy Goddard
2001 South State Street S3-600
Salt Lake City, UT 84190

Unified Police Department
c/o Captain Jon Fassett
3365 South 900 West
Salt Lake City, UT 84119

Salt Lake Valley Waste and Recycling District
6030 West California Avenue
(1300 South)
Salt Lake City, UT 84104

Wasatch Front Waste & Recycling District
c/o Anthony Adams, Records Officer
604 W. 6960 S.
Midvale, UT 84047

Rocky Mountain Power
c/o Alene Bentley, Regional Business Manager
1407 W. North Temple
Salt Lake City, UT 84116

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MILLCREEK PLANNING AND ZONING
3330 SOUTH 1300 EAST
MILLCREEK, UTAH 84106

MEMORANDUM

To: **Millcreek City Council**
From: **Francis Lilly, AICP, Community Development Director**

Meeting Date: **28 June 2021**

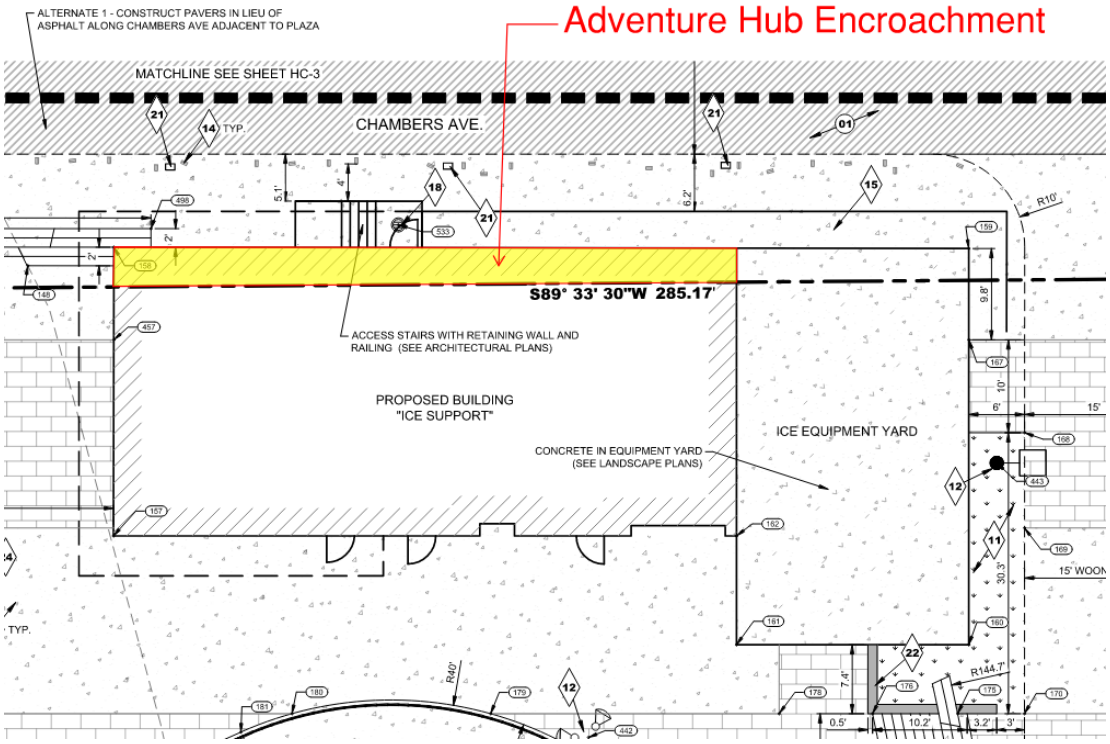
Re: **SV-21-001**

Right-of-Way Vacation for a Portion of Chambers Avenue Between 1340 East and Approximately 1364 East

Applicant: **Millcreek**

As part of the Millcreek Common redevelopment, Chambers Avenue is being redesigned and replatted as a two-way right-of-way that traverses the Common, forming the boundary between the Phase I plaza to the south and the second phase of the project to the north.

As the design of Phase I progressed, staff and the project architect determined that the ideal location of the administrative support building on the plaza (the "Adventure Hub") was at the extreme northern edge of the plaza. In fact, the Adventure Hub encroaches on the historic Chambers Avenue right-of-way by approximately 11 feet, as indicated in the figure below:



A survey depicting the boundary adjustment is attached to this staff memorandum.

The plans also indicate that the Chambers Avenue roadway will be maintained. In fact, the City is pursuing a redesign of the entirety of Chambers Avenue to accommodate two 16-foot travel lanes and a wide sidewalk on either side. The portion of Chambers Avenue that traverses Millcreek Common may be functionally a part of the plaza, and may include paving or concrete that is consistent with the improvements on either side of the Common. The vacation of the approximately 11 feet will not affect the travel way or the new road design.

Since Millcreek is the owner of the adjacent real property, the vacation will simply transfer the right of way into real property that will be a part of the Millcreek Common. In August, the Planning Commission will consider a subdivision plat that will re-establish the Chambers Avenue Right-of-Way and define the properties that will become Phase I and part of Phase II of the Millcreek Common. This City-initated petition for a right-of-way vacation will facilitate that platting process.

Any vacation of a right-of-way must be done through a public process required by State Law and Millcreek Code. The City Council is the land use authority for right-of-way vacations.

Notice Requirements

Notice to vacate a public street is different that notice for a zone change or a conditional use permit. Section 10-9a-208 of the Utah Code outlines the notice for such vacations.

10-9a-208. Hearing and notice for proposal to vacate a public street, right-of-way, or easement.

(1) For any proposal to vacate some or all of a public street, right-of-way, or easement, the legislative body shall:

(a) hold a public hearing; and

(b) give notice of the date, place, and time of the hearing, as provided in Subsection (2).

(2) At least 10 days before the public hearing under Subsection (1)(a), the notice required under Subsection (1)(b) shall be:

(a) mailed to the record owner of each parcel that is accessed by the public street, right-of-way, or easement;

(b) mailed to each affected entity;

(c) posted on or near the street, right-of-way, or easement in a manner that is calculated to alert the public; and

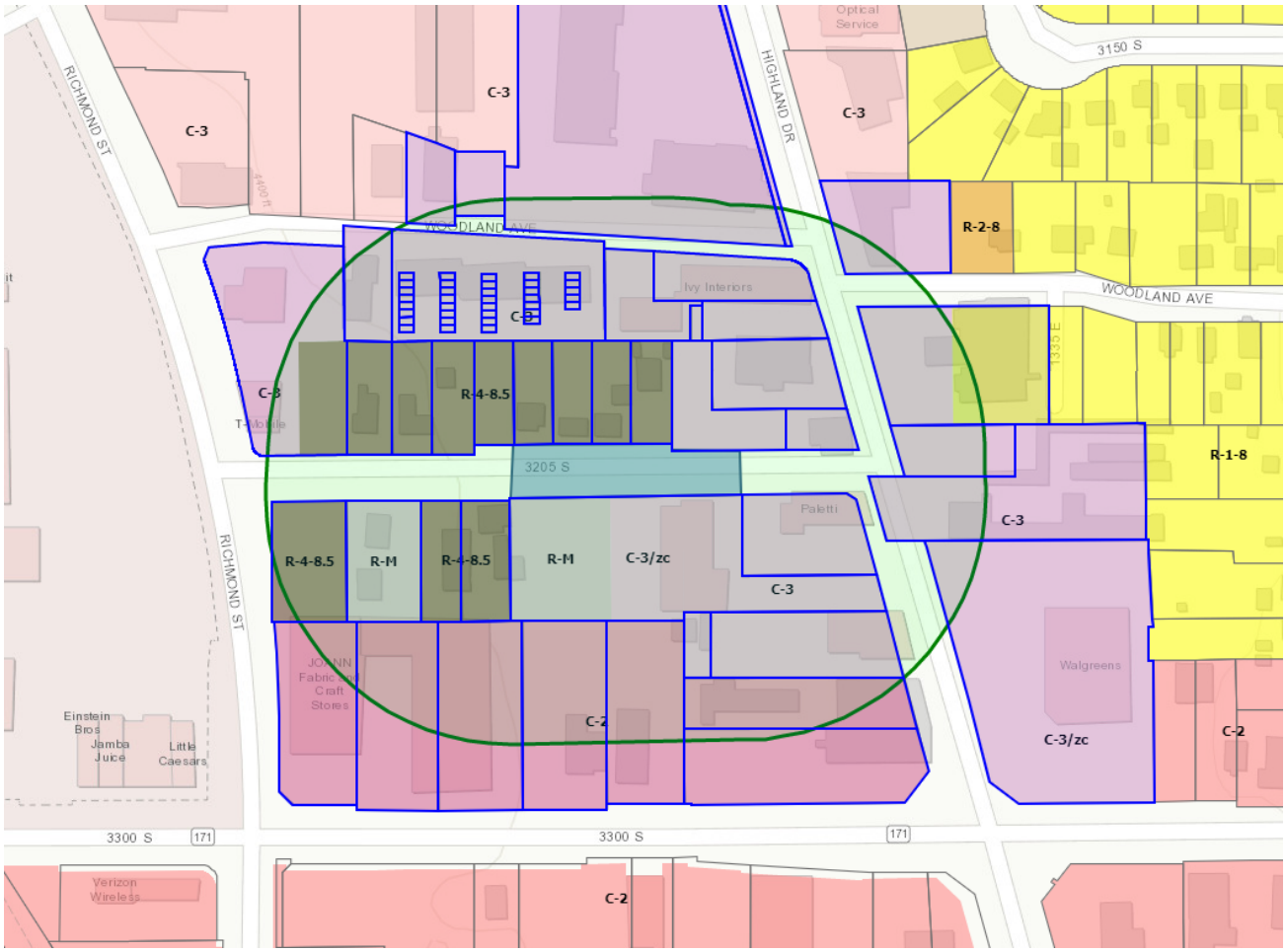
(d) (i) Published on the website of the municipality in which the land subject to the petition is located until the public hearing concludes; and

(ii) published on the Utah Public Notice Website created in Section 63F-1-701.

In addition, Millcreek requires that notices be sent to:

- Any property owner whose property is accessed by the portion of the right- of-way that is proposed to be vacated.
- Any property owners within three hundred feet of the portion of the public right-of-way that is proposed to be vacated.
- All property owners whose property is in between the portion of the right- of-way to be vacated and the nearest street intersection.

On Friday, June 18, 2021, public notice was mailed to property owners described in the image below:



In addition, notice was posted on Friday, 18 June 2021, along the right-of-way, near Highland Drive:



Required Findings

Section 10-9a-609.5 of the Utah State Code provides direction to legislative bodies when considering right-of-way vacations. Specifically, the legislative body may adopt an ordinance vacating some or all of a public street, right-of-way, or easement, if it finds that:

1) Good cause exists for the vacation; and
2) Neither the public interest nor any person will be materially injured by the vacation.

Does good cause exist for the proposed vacation?

Staff recommends that the City Council finds that good cause exists for the proposed vacation. Buildings should not encroach on a right-of-way, and this is the standard we hold private developers to. The City does allow for encroachment agreements for non-habitable structures (such as fences) in rights-of-way, but normally does not support habitable structures in a right-of-way.

As part of the platting process, staff advises that the City simply transfer the right-of-way that is being encroached upon into real property, and consolidate that property into the rest of the Common through a new plat.

Good cause exists because by this vacation the City is applying the same standard to itself that it would apply to a private developer, and the resulting change to the right-of-way does not affect the ability for two-way travel to occur.

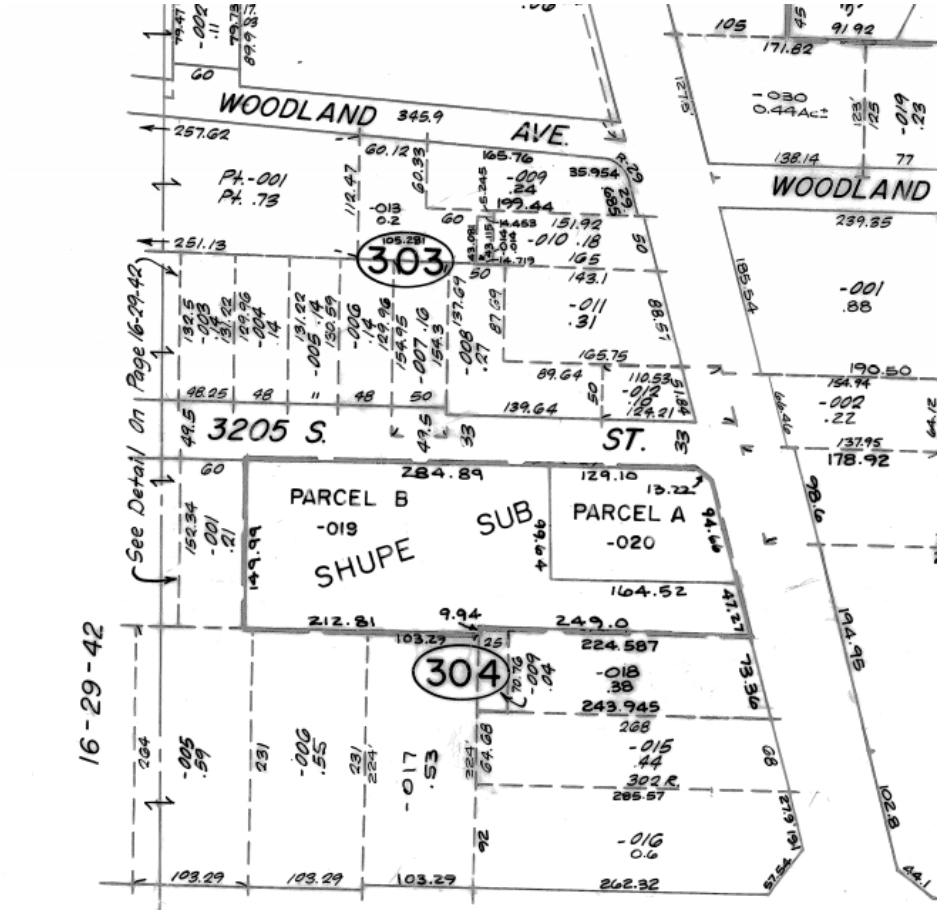
Will either the public interest or any person be materially injured by the vacation?

Staff cannot find that either the public interest or any person will be materially injured by the vacation. The vacation does not affect the capacity for Chambers Avenue to function as a two-way street with vehicular access. In addition, Millcreek is the sole property owner with frontage along the section of Chambers Avenue that is to be vacated. No other existing business access or pedestrian rights-of-way will be affected by this vacation. If anything, the redesigned street will be a safer experience for pedestrians and vehicles alike.

Legal Interest of the City

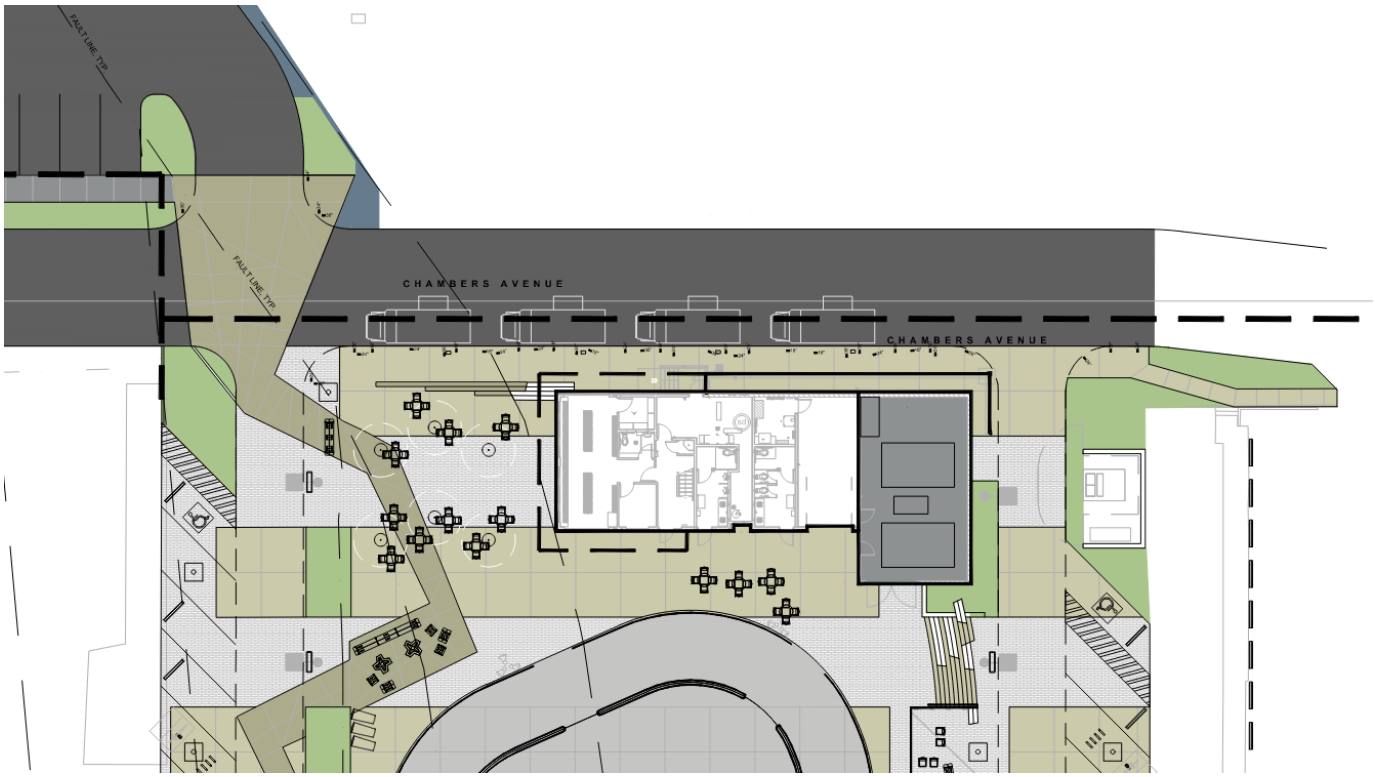
Section 14.48.050 of the Millcreek Code states that "No action shall be taken on any petition to vacate a street until the City Attorney determines the legal interest of the city in the street."

Historically, the Chambers Avenue right-of-way was deeded across properties in the area, however the Shupe Subdivision dedicated a portion of the Chambers right-of-way. The portion of the right-of-way that is vacated would return to the adjoining property owner – which in this case is the City. The figure below is the County's historic parcel plat map, indicating the historical metes-and-bounds lots on the north side of Chambers Avenue (3205 S. St. in the figure) and the Shupe Subdivision, recorded in 2008.



Evaluation of Need for Street

Section 14.48.060 of the Millcreek Code states that "Each petition shall be evaluated in terms of the current use of the street and the need in the foreseeable future for its use as a public street or for any other public purpose. If such need exists or may exist in the foreseeable future, the petition shall be denied." The proposed vacation is limited to approximately 11 feet from the southern right-of-way line of Chambers Avenue. This vacation does not effect the ability of Chambers Avenue to accommodate two-way vehicular travel and pedestrian activity. The final plan for the section of Chambers Avenue that traverses Millcreek Common, shown below, shows a two-way vehicular roadway that is 32 feet in width, with an expansive sidewalk on the south side that integrates into Phase I of the Millcreek Common. He City needs Chambers Avenue as a public street, but can appropriately vacate a small section of the right-of-way, as it does not affect vehicular or pedestrian movement.



Compensation

Section 14.48.070 of the Millcreek Code requires the City to be compensated for vacated rights-of-way. The code provides that "in appropriate cases compensation may be provided for in part or in whole, through an exchange of land or relocation of streets within an existing subdivision." Since the City is acting both as the legislative authority to vacate and as the recipient of the land that is being vacated, no additional compensation is required.

Recommendation

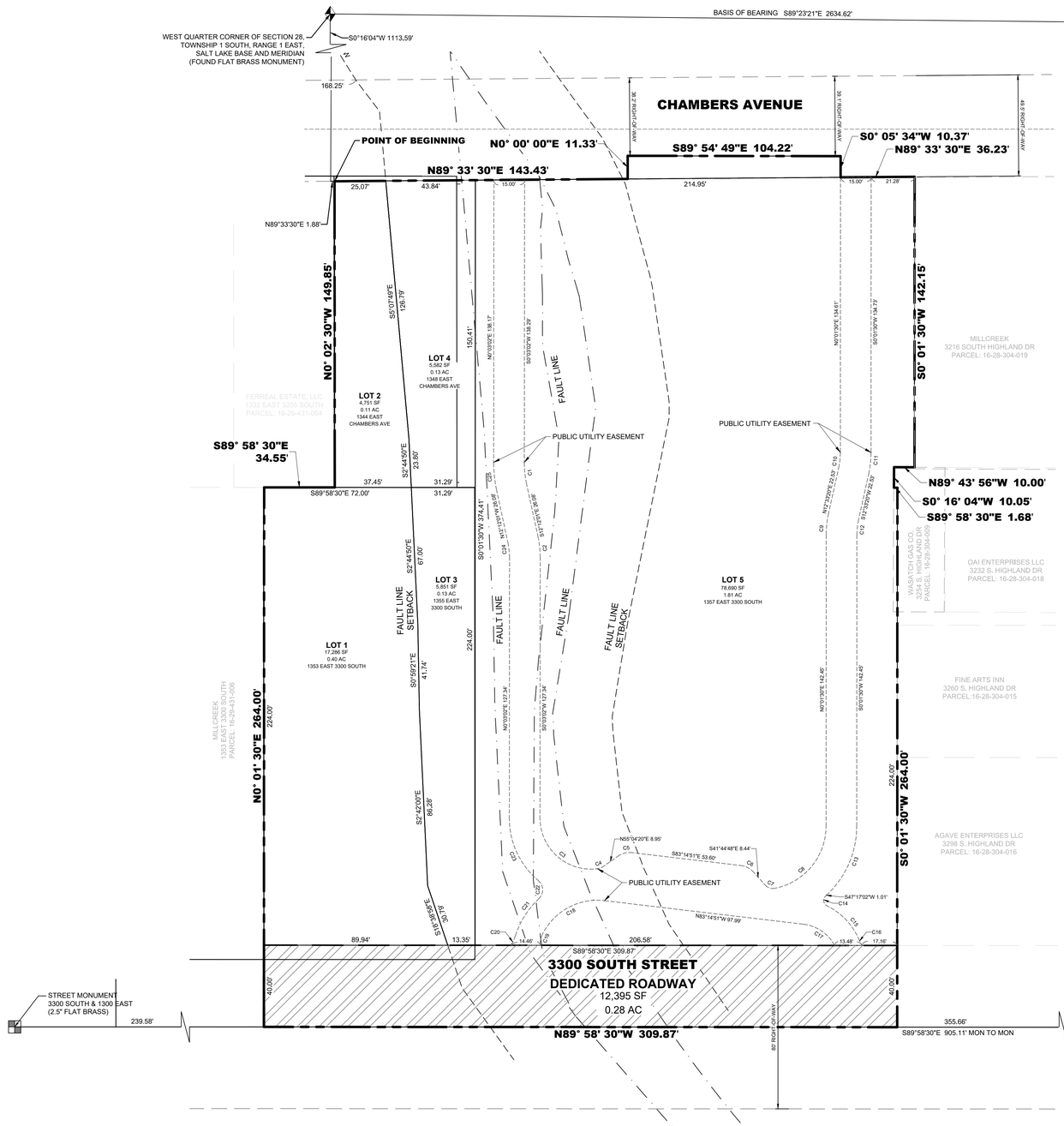
Staff recommends that the City Council vacate a portion of Chambers Avenue between 1340 East and Approximately 1364 East, as described more particularly in the attached survey and legal description, and that the City Council find that good cause exists for the vacation; that neither the public interest nor any person will be materially injured by the vacation; and that the city has no need for the portion of the street to be vacated now or in the foreseeable future.

Attachments

1. **Survey showing Right-of-Way boundary, and area to be vacated.**
2. **Legal Description of the portion of Chambers Avenue to be vacated.**
3. **Petition from the City.**

MILLCREEK CITY CENTER OPEN SPACE SOUTH SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28 AND THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
MILLCREEK, SALT LAKE COUNTY, UTAH
- MAR 2021 -



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	10.69'	50.00'	12°15'03"	S6°04'29"E	10.67'
C2	10.69'	50.00'	12°15'03"	S6°04'29"E	10.67'
C3	42.44'	25.00'	97°16'23"	S48°35'09"E	37.53'
C4	2.90'	6.00'	27°42'19"	N68°55'30"E	2.87'
C5	7.27'	10.00'	41°40'48"	N75°54'44"E	7.12'
C6	7.24'	10.00'	41°30'03"	S62°29'50"E	7.09'
C7	5.16'	5.00'	59°11'08"	S71°20'22"E	4.94'
C8	42.77'	31.00'	79°02'39"	N39°32'44"E	39.46'
C9	10.94'	50.00'	12°31'51"	N6°17'25"E	10.91'
C10	7.65'	35.00'	12°31'51"	N6°17'25"E	7.64'
C11	10.94'	50.00'	12°31'51"	S6°17'25"W	10.91'
C12	7.65'	35.00'	12°31'51"	S6°17'25"W	7.64'
C13	37.44'	46.00'	46°37'42"	S23°20'21"W	36.41'
C14	5.87'	3.00'	112°03'36"	S8°06'59"E	4.98'
C15	22.84'	31.90'	41°00'51"	S43°38'21"E	22.35'
C16	3.58'	20.00'	10°15'11"	S28°15'32"E	3.57'
C17	19.20'	19.90'	55°16'07"	N55°47'17"W	18.46'
C18	36.87'	30.00'	70°25'07"	S61°32'35"W	34.59'
C19	5.52'	10.00'	31°36'37"	S10°31'44"W	5.45'
C20	5.47'	20.00'	15°40'13"	N25°41'03"E	5.45'
C21	21.37'	42.00'	29°09'19"	N32°25'36"E	21.14'
C22	10.10'	5.96'	97°06'25"	N1°32'57"W	8.93'
C23	34.83'	39.55'	50°27'28"	N24°52'26"W	33.71'
C24	7.48'	35.00'	12°15'03"	N6°04'29"W	7.47'
C25	13.90'	65.00'	12°15'03"	N6°04'29"W	13.87'

LEGEND

- BOUNDARY
- DEED BOUNDARY ADJACENT SUBDIVISIONS
- FAULT LINE
- BOUNDARY TIE
- PUBLIC UTILITY EASEMENT
- RIGHT-OF-WAY DEDICATION
- SECTION CORNER MONUMENT
- STREET MONUMENT

HORROCKS ENGINEERS

0 30' 60'
SCALE: 1" = 30'

STORMWATER MAINTENANCE AGREEMENT RECORDED AT ENTRY NO. _____
BOOK_____ PAGE_____.

VICINITY MAP

NOT TO SCALE



DEVELOPED BY:
MILLCREEK CITY
3330 SOUTH 1300 EAST
MILLCREEK, UT 84106
801-214-2700

PREPARED: MAY 26, 2020

HORROCKS ENGINEERS
2162 West Grove Pkwy., Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

SURVEYOR'S CERTIFICATE

I, C. DAVID McKINNEY DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 5251295 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, EASEMENTS, AND RIGHT-OF-WAYS, TO BE KNOWN AS MILLCREEK CITY CENTER OPEN SPACE SOUTH SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

C. DAVID McKINNEY
LIC. 5251295

PROFESSIONAL LAND SURVEYOR
C. DAVID McKINNEY
No. 5251295
3/02/21
STATE OF UTAH

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3205 SOUTH STREET SAID POINT ALSO BEING SOUTH 00°16'04" WEST ALONG THE SECTION LINE 1113.59 FEET AND SOUTH 89°33'30" EAST 1.88 FEET FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTH 89°33'30" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 143.43 FEET; THENCE NORTH 11.33 FEET; THENCE SOUTH 89°54'49" EAST 104.22 FEET; THENCE SOUTH 0°05'34" WEST 10.37 FEET TO SAID RIGHT-OF-WAY LINE; THENCE NORTH 89°33'30" EAST 36.23 FEET ALONG SAID SOUTH RIGHT-OF-WAY; THENCE SOUTH 0°01'30" WEST 142.15 FEET; THENCE NORTH 89°43'56" WEST 10.00 FEET; THENCE SOUTH 0°16'04" WEST 10.05 FEET; THENCE SOUTH 89°58'30" EAST 1.68 FEET; THENCE SOUTH 0°01'30" WEST 264.00 FEET TO THE CENTERLINE OF 3300 SOUTH STREET; THENCE NORTH 89°58'30" WEST ALONG SAID CENTERLINE 309.87 FEET, TO A POINT WHICH IS SOUTH 89°58'30" EAST 239.58 FEET FROM A STREET MONUMENT IN THE INTERSECTION OF 1300 EAST AND 3300 SOUTH STREETS; THENCE NORTH 0°01'30" EAST 264.00 FEET; THENCE SOUTH 89°58'30" EAST 34.55 FEET; THENCE NORTH 0°02'30" WEST 149.85 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.88 ACRES AND 2 LOTS.

LESS AND EXCEPTING THE RIGHT-OF-WAY DEDICATION AREA WITHIN 3300 SOUTH STREET.

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENTS THAT **MILLCREEK**, THE UNDERSIGNED OWNERS OF THE DESCRIBED TRACT OF LAND HEREON, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, EASEMENTS, AND RIGHT-OF-WAY TO HEREAFTER BE KNOWN AS

MILLCREEK CITY CENTER OPEN SPACE SOUTH SUBDIVISION

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____ A.D., 20___.

SIGNATURE

PRINT NAME

TITLE AND ENTITY

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THIS _____ DAY OF _____ OF 20____ A.D., PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC FULL NAME:_____

COMMISSION NUMBER:_____

MY COMMISSION NUMBER: _____

A NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS ____ DAY OF _____ A.D., 20___ BY THE SALT LAKE COUNTY HEALTH DEPARTMENT.

DIRECTOR, HEALTH DEPARTMENT

UNIFIED FIRE AUTHORITY APPROVAL

SIGNATURE DATE

MILLCREEK ENGINEERING

SIGNED DATE

RECORD OF SURVEY

R.O.S. NO: S2020-03-0177 AND S2016-03-0281

COUNTY SURVEYOR REVIEWER DATE

MILLCREEK COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20____. BY MILLCREEK PLANNING AND DEVELOPMENT DEPARTMENT.

MILLCREEK COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC UTILITY APPROVAL

CABLE: _____ DATE:_____
COMCAST:_____ DATE:_____
DOMINION ENERGY:_____ DATE:_____
ROCKY MTN POWER: _____ DATE:_____
OTHER: _____ DATE:_____

CHECKED FOR ZONING COMPLIANCE

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

MILLCREEK PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D., 20____. BY THE MILLCREEK PLANNING COMMISSION.

MILLCREEK PLANNING COMMISSION DATE

ADDRESSING APPROVAL

SIGNED DATE

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 20____.

MILLCREEK ATTORNEY

MILLCREEK MAYOR

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

MAYOR ATTEST: CITY RECORDER

RECORDED

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

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE $ DEPUTY, SALT LAKE COUNTY RECORDER

MILLCREEK CITY CENTER OPEN SPACE SOUTH SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28 AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN MILLCREEK, SALT LAKE COUNTY, UTAH

LEGAL DESCRIPTION FOR RIGHT-OF-WAY VACATION OF CHAMBERS AVENUE:

THAT PORTION OF THE 3205 SOUTH STREET (CHAMBERS STREET) RIGHT-OF-WAY TO BE VACATED FOR FUTURE CONSTRUCTION.

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3205 SOUTH STREET SAID POINT ALSO BEING SOUTH 00°16'04" WEST ALONG THE SECTION LINE 1113.59 FEET AND NORTH 89°33'30" EAST 145.31 FEET FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTH 11.33 FEET; THENCE SOUTH 89°54'49" EAST 104.22 FEET; THENCE SOUTH 0°05'34" WEST 10.37 FEET; THENCE SOUTH 89°33'30" WEST 104.21 FEET TO THE POINT OF BEGINNING.

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

To: **Millcreek City Council**

From: **Francis Xavier Lilly, AICP, Planning Director**

Re: **Petition to Vacate a Portion of Chambers Avenue Between 1340 East and Approximately 1364 East**

Date: **18 June 2021**

Pursuant to Utah Code Ann. §10-9a-609.5, I am filing a petition for a city-initiated right-of-way vacation of a portion of Chambers Avenue, a public street. The section of the street to be vacated is an approximately 11-foot section of Chambers Avenue, as measured from the southerly right-of-way line, between 1340 East and approximately 1364 East, more particularly described in the following legal description:

> BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3205 SOUTH STREET SAID POINT ALSO BEING SOUTH 00°16'04" WEST ALONG THE SECTION LINE 1113.59 FEET AND NORTH 89°33'30" EAST 145.31 FEET FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTH 11.33 FEET; THENCE SOUTH 89°54'49" EAST 104.22 FEET; THENCE SOUTH 0°05'34" WEST 10.37 FEET; THENCE SOUTH 89°33'30" WEST 104.21 FEET TO THE POINT OF BEGINNING.

The names and address of each owner of record of land that is adjacent to the public street is attached to this petition, as are the names and addresses of each owner of record of land that is within 300 feet of the proposed vacation.

Written notice was mailed to operators of utilities, including culinary water and sanitary sewer facilities located within the bounds of the public street to be vacated, and a certification of that notice is attached to this petition.

Acting on behalf of Millcreek City, the property owner along the southern right-of-way line, I sign this petition below:

Francis Xavier Lilly, AICP
Planning Director

Notice of Public Hearing Chambers Ave

CERTIFICATE OF MAILING

I, Jana Stratford, certify that on the 18 of June, 2021

I personally deposited in the United States Mail at 3350 So 2940 E

copies of the **NOTICE OF PUBLIC HEARING** attached hereto as Exhibit "A", and that a copy of said notice was mailed, postage paid, to each and every property owner listed on Exhibit "B", attached hereto.

Dated: June 18, 2021

By: Jana Stratford

The original Certificate of Mailing is to be provided to the City Recorder for addition into the City's Official Record as part of the packet and records kept for each respective project.

Millcreek
3330 South 1300 East
Millcreek, UT 84106
Phone: 801-214-2700
https://millcreek.us

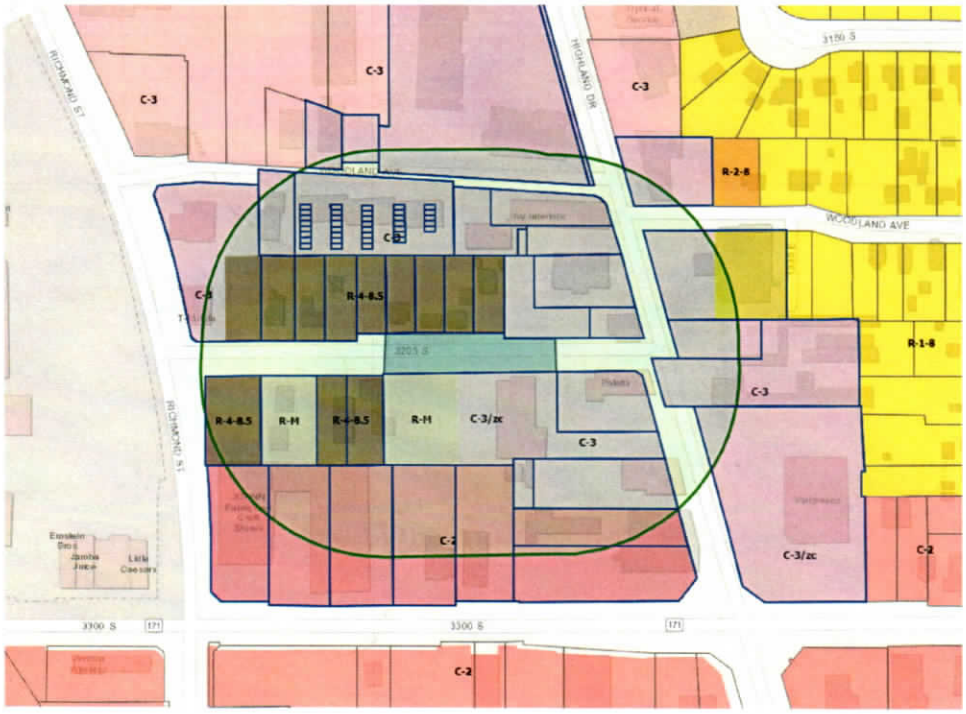
Notice of Public Hearing

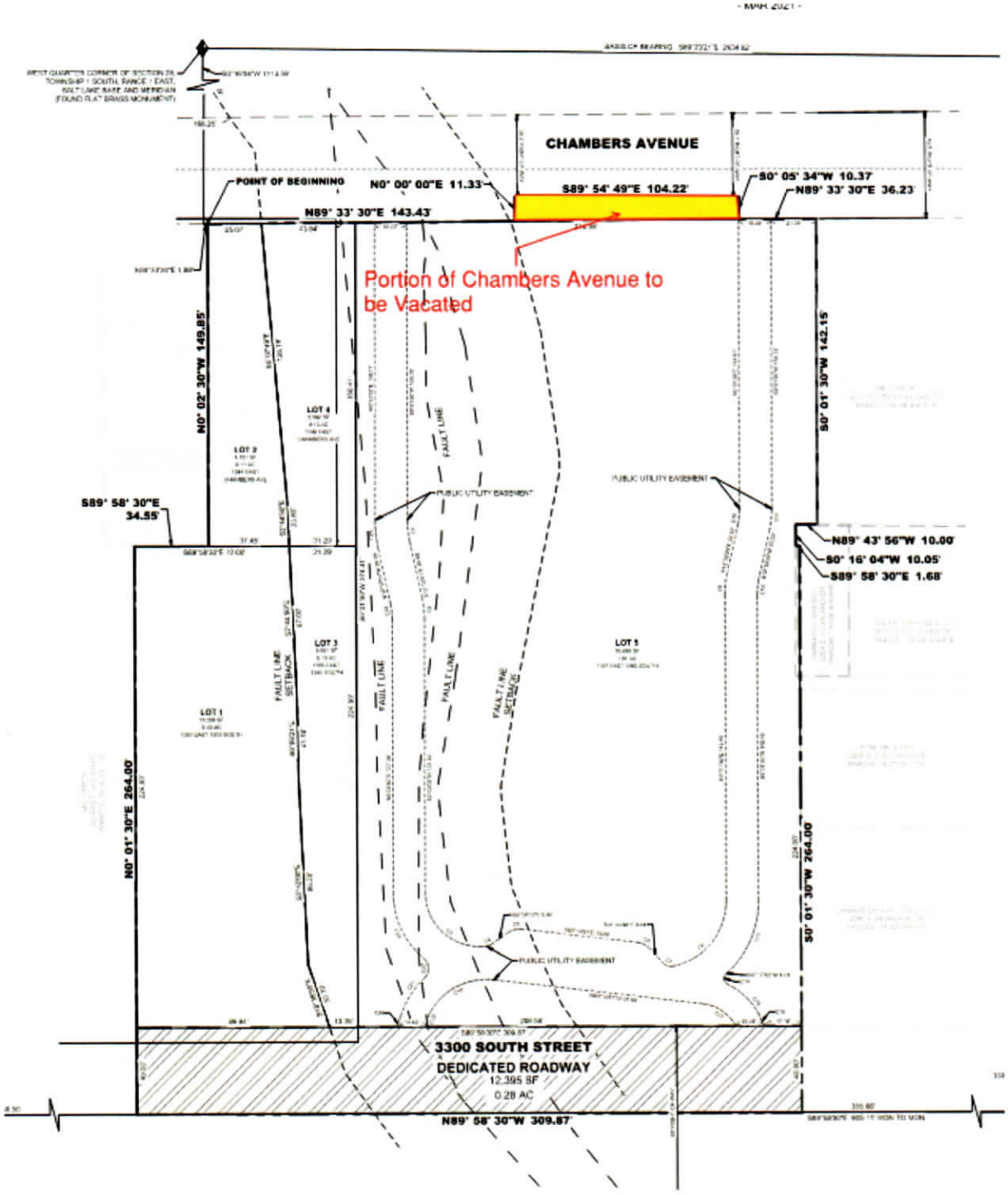
Pursuant to Utah Code Ann. §10-9a-208, notice is hereby given that the Millcreek Council ("Council") will hold a public hearing on June 28th, 2021, at 7:00 p.m., or as soon thereafter as practical, at 3330 South 1300 East, Millcreek, UT 84106. The purpose of the public hearing is to receive public comment on the proposed vacation of a portion of Chambers Avenue from 1340 East to approximately 1364 East as depicted on the attached map. All interested persons shall be given the opportunity to be heard.

More particularly, the proposed dedication is approximately the southerly 11 feet of Chambers Avenue between 1340 East to approximately 1364 East. The purpose of the dedication is to accommodate a public structure associated with the Millcreek Common, and to facilitate a redesign of the street. A right-of-way to accommodate two-way traffic will be maintained along Chambers Avenue once redevelopment of the area is complete. more information regarding this proposed right-of-way vacation, please contact Francis Xavier Lilly, AICP, 801-214-2752 or flilly@millcreek.us.

In accordance with the Americans with Disabilities Act, Millcreek will make reasonable accommodation for participation in the meeting and hearing. Individuals may request assistance by contacting the ADA Coordinator, 801-214-2751 or khansen@millcreek.us, at least 48 hours in advance of the meeting/hearing.

Mailed notice was sent to property owners on Friday, June 18th, 2021 as indicated on the aerial photo/map below.




CHAMBERS AVENUE
POINT OF BEGINNING
N0° 00' 00"E 11.33'
S89° 54' 49"E 104.22'
S0° 05' 34"W 10.37'
N89° 33' 30"E 36.23'
N89° 33' 30"E 143.43'
Portion of Chambers Avenue to be Vacated
N0° 02' 30"W 149.85'
S0° 01' 30"W 142.15'
S89° 58' 30"E 34.55'
N89° 43' 56"W 10.00'
S0° 16' 04"W 10.05'
S89° 58' 30"E 1.68'
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
FAULT LINE
FAULT LINE SETBACK
PUBLIC UTILITY EASEMENT
N0° 01' 30"E 264.00'
S0° 01' 30"W 264.00'
3300 SOUTH STREET
DEDICATED ROADWAY
12,395 SF
0.28 AC
N89° 58' 30"W 309.87'

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BLOCK C SPE, LLC
6340 S 3000 E
COTTONWOOD HTS UT 84121

MILLCREEK
3300 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK, A UTAH MUNICIPAL CORP
3330 S 1300 E
MILLCREEK UT 84106

TRUST NOT IDENTIFIED
3190 S HIGHLAND DR
SALT LAKE CITY UT 84106

BLOCK C LLC
6340 S 3000 E
COTTONWOOD HTS UT 84121

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

TCI CABLEVISION OF UTAH INC
ONE COMCAST CENTER FL #32
PHILADELPHIA PA 19103

JMK FAM TRUST
2645 E ROWLAND DR
HOLLADAY UT 84124

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

TRUST NOT IDENTIFIED
4719 S QUAIL POINT RD
SALT LAKE CITY UT 84124

TRUST NOT IDENTIFIED
3190 S HIGHLAND DR
SALT LAKE CITY UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

CORP OF PB OF CH JC OF LDS
50 E NORTHTEMPLE # FL-22
SALT LAKE CITY UT 84150

CORP OF PB OF CH JC OF LDS
50 E NORTHTEMPLE # FL-22
SALT LAKE CITY UT 84150

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK A UTAH MUNICIPALITY
3330 S 1300 E
MILLCREEK UT 84106

AGAVE ENTERPRISES LLC
3298 S HIGHLAND DR
SALT LAKE CITY UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

BRANDON WIXOM
201 S MAIN ST # 450
SALT LAKE CITY UT 84111

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

BLOCK C SPE, LLC
6340 S 3000 E
COTTONWOOD HTS UT 84121

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK CITY
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MILLCREEK UT 84106

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3330 S 1300 E
MILLCREEK UT 84106

BLOCK C SPE, LLC
6340 S 3000 E
COTTONWOOD HTS UT 84121

BLOCK C SPE, LLC
6340 S 3000 E
COTTONWOOD HTS UT 84121

M & R JAHRIES REAL ESTATE LLC
8850 REDDEN RD
PARK CITY UT 84098

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

ATKINSON ENTERPRISES LC
PO BOX 1159
DEERFIELD IL 60015

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

HIGHLAND SQUARE SHOPPING CENTER ASSOCIATES, LLC
1400 S FOOTHILL DR # 25
SALT LAKE CITY UT 84108

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

NEIGHBORLY PROPERTY MANAGEMENT, LLC
2011 E SYLVAN AVE
SALT LAKE CITY UT 84108

MILLCREEK A UTAH MUNICIPALITY
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
PO BOX 91126
SALT LAKE CITY UT 84109

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK CITY
3330 S 1300 E
MILLCREEK UT 84106

BRADLEY R DAVIS; LYNNE M DAVIS (JT)
12001 S CORTINA CREST DR
DRAPER UT 84020

WASATCH GAS CO.
PO BOX 27026
RICHMOND VA 23216

US PROPERTY MANAGEMENT, LLC
1957 E ROCKLIN DR
SANDY UT 84092

BLOCK C SPE, LLC
6340 S 3000 E
COTTONWOOD HTS UT 84121

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

EBS INVESTMENT CO LLC
3210 S HIGHLAND DR
SALT LAKE CITY UT 84106

BLOCK C SPE, LLC
6340 S 3000 E
COTTONWOOD HTS UT 84121

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

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SALT LAKE COUNTY
PO BOX 144575
SALT LAKE CITY UT 84114

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

TRUST NOT IDENTIFIED
3190 S HIGHLAND DR
SALT LAKE CITY UT 84106

BRADLEY R DAVIS; LYNNE M DAVIS (JT)
12001 S CORTINA CREST DR
DRAPER UT 84020

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
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MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

FINE ARTS INN
3260 S HIGHLAND DR
SALT LAKE CITY UT 84106

OAI ENTERPRISES LLC
3092 S HIGHLAND DR
SALT LAKE CITY UT 84106

BLOCK C SPE, LLC
6340 S 3000 E
COTTONWOOD HTS UT 84121

TRUST NOT IDENTIFIED
1333 E 3300 S
SALT LAKE CITY UT 84106

MILLCREEK
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK CITY
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK CITY
3330 S 1300 E
MILLCREEK UT 84106

MILLCREEK
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Salt Lake City Public Utilities
1530 S. West Temple
Salt Lake City, UT 84115

Utah Department of Transportation
c/o Renee Spooner, Legal Counsel
4501 South 2700 West
P.O. Box 141265
Salt Lake City, UT 84114-1265

Jordan Valley Water Conservancy District
c/o Reid Lewis, General Counsel
8212 South 1300 West
West Jordan, UT 84088

CenturyLink
1025 Eldorado Blvd. #1000
Broomfield, CO 80021

Dominion Energy
333 S. State Street
Salt Lake City, UT 84111

Granite School District
c/o Doug Larsen, Legal
2500 S. State St.
Salt Lake City, UT 84115

Mount Olympus Improvement District
c/o Tammy Gonzales, Records Officer
3932 S. 500 E.
Salt Lake City, UT 84107

Utah Transit Authority
c/o Jayme Blakesley
669 W. 200 S.
Salt Lake City, UT 84101

Unified Fire Authority
c/o Brian Robert, Chief Legal Officer
3380 S. 900 W.
Salt Lake City, UT 84119

Big Cottonwood Lower Canal Company
1288 Ash Tree Cove
Salt Lake City, Utah 84106

Salt Lake County
Civil Division
c/o Darcy Goddard
2001 South State Street S3-600
Salt Lake City, UT 84190

Unified Police Department
c/o Captain Jon Fassett
3365 South 900 West
Salt Lake City, UT 84119

Salt Lake Valley Waste and Recycling District
6030 West California Avenue
(1300 South)
Salt Lake City, UT 84104

Wasatch Front Waste & Recycling District
c/o Anthony Adams, Records Officer
604 W. 6960 S.
Midvale, UT 84047

Rocky Mountain Power
c/o Alene Bentley, Regional Business Manager
1407 W. North Temple
Salt Lake City, UT 84116

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MILLCREEK, UTAH
ORDINANCE NO. 21 -28

AN ORDINANCE AMENDING TITLE 18 OF THE MILLCREEK ORDINANCE WITH RESPECT TO TITLE REPORT REQUIREMENTS

WHEREAS, the Millcreek Council ("Council") met in regular session on June 28, 2021 to consider among other things, approving an ordinance amending Title 18 of the Millcreek Code of Ordinances with respect to title report requirements; and

WHEREAS, Utah Code Ann. § 10-9a-503 provides in part that the Council may amend any provision of a land use regulation; and

WHEREAS, Millcreek ("City") has adopted a comprehensive subdivision ordinance ("Subdivision Ordinance"); and

WHEREAS, City staff, City consultants, and other persons have recommended that the Council revise the Subdivision Ordinance with respect to title reports; 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 April 14, 2021, the required notice was published; and

WHEREAS, on April 21, 2021, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on April 21, 2021, the planning commission held the required public hearing with respect to amending Title 18 of the Millcreek Code of Ordinances with respect to title report requirements; and

WHEREAS, at the April 21, 2021 planning commission meeting the Millcreek Planning Commission recommended amending Title 18 of the Millcreek Code of Ordinances with respect to title report requirements; and

WHEREAS, the Millcreek Code of Ordinances, provides among other things, that before finally adopting any such land use ordinance, 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 June 23, 2021, the Council caused the required notice to be given; and

WHEREAS, on June 28, 2021 the Council considered amending various sections of Title 18 of the Millcreek Code of Ordinances.

NOW THEREFORE, **BE IT ORDAINED** by the Council that Title 18 be amended as attached (designated by interlineating the words to be deleted and underlining the words to be added).

18.08.010 Procedure Generally

The planning commission shall be the land use authority for subdivisions. In order to assure that each subdivision fully complies with the provisions of this title, the director or director's designee shall administer formal application and review procedures for subdivisions. An application shall not be deemed complete until the full application, fees and all required materials have been submitted. The payment of a partial fee and submission of preliminary plans for a pre-submittal review does not constitute a complete application.

Each process shall include the following components:

A. An application procedure, which shall include:

1. Submission of an application form, as designed by the director or director's designee to clearly indicate the type of application, property address, applicant information, and other pertinent information;

2. Submission of supplementary materials, including a legal description, property plat, the required number of plans/preliminary plats, and mailing labels (if required) for notifications;

3. Payment of fees, as required under MKC 3, Revenue and Finance.

B. A review procedure, which shall include:

1. An on-site review by the director or director's designee on behalf of the city as provided by Utah Code 10-9a-303;

2. Review of the submitted site plan/preliminary plat for compliance with city land use ordinances;

3. Reference of the application and site plan/preliminary plat to any other government agency and/or affected entity which the director or director's designee deems necessary to protect the health, safety, and welfare of the public and to ensure the project's compliance with all applicable ordinances and codes;

4. The processing of any exception requests that have been made in conjunction with the subdivision application.

C. A preliminary plat approval procedure, which shall include:

1. Confirmation that all necessary agencies have responded to the requests for recommendation with a recommendation of approval or approval with conditions;

2. Integration of the recommendations from the other government agencies and affected entities involved above into the preliminary plat;

3. Receipt of a recommendation from the planning staff;

4. Approval of the preliminary plat as outlined in MKC 18.12.030, and issuing a preliminary plat approval letter.

D. A final plat approval procedure, which shall include:

1. An engineering review to ensure that the final plat complies with all conditions of approval of the preliminary plat and to ensure that the final plat complies with the design standards, codes, and ordinances and with minimum engineering/surveying requirements;

2. A title report prepared and dated not more than ninety (90) days before the proposed recordation date of the final plat and a ~~A~~ check of appropriate background information, such as: lot access, property title, record of survey, field boundary verification, etc.;

3. The collection of the necessary approval signatures, including but not limited to the ~~(~~planning commission representative, director or director's designee on behalf of the city, health department, city attorney, mayor or ~~his~~ mayor's designee~~)~~ on the final plat;

4. Payment of final fees and bond with bond agreement;

5. Recordation of the plat.

This Ordinance, assigned Ordinance No. 21-28, 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 28th day of June 2021.

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 21-28: AN ORDINANCE AMENDING TITLE 18 OF THE MILLCREEK CODE OF ORDINANCES WITH RESPECT TO TITLE REPORTS
was passed and adopted the 28th day of June 2021 and certifies that copies of the foregoing Ordinance 21-28 were posted in the following locations within the municipality this ____ day of June, 2021.

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

_____
Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 21-25

AN ORDINANCE AMENDING THE 2020-2021 FISCAL YEAR BUDGET

WHEREAS, the Millcreek Council (the *"Council"*) met in regular session on June 28, 2021 to consider, among other things, amending the budget for the 2020-21 fiscal year; and

WHEREAS, the City Administration has presented a proposed amendment to the 2020-21 fiscal year budget (see attached Exhibit "A" identified as Fiscal Year 2020-21 Budget Amendment #3); and

WHEREAS, on June 8, 2021, notice of a public hearing to consider the recommended amendment to the 2020-2021 budget was published on the Utah State Public Notice Website and the Millcreek Website, and posted in three public places within the city; and

WHEREAS, on June 28, 2021, a public hearing to receive public comment to consider the amendments to the 2020-21 fiscal year budget was held at in the Millcreek City Hall located at 3330 South 1300 East, Millcreek, Utah; and

WHEREAS, all interested persons in attendance at the public hearing were given an opportunity to be heard, for or against, amending the budget for the 2020-21 fiscal year; and

WHEREAS, it is the intent and desire of the City to comply with all applicable State and local laws regarding the adoption of and the amendment to the 2020-21 fiscal year budget; and

WHEREAS, the Council finds that it has satisfied all legal requirements required to amend a budget.

NOW, THEREFORE, BE IT ORDAINED by the Council that the budget for the 2020-21 fiscal year is hereby amended as set forth in the attached Exhibit "A" identified as Fiscal Year 2020-21 Budget Amendment #3. This ordinance shall take effect upon passage and posting as required by law.

PASSED AND APPROVED this 28th day of June, 2021.

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 21-25: AN ORDINANCE AMENDING THE 2020-21 FISCAL YEAR BUDGET
was passed and adopted the 28th day of June, 2021 and certifies that copies of the foregoing Ordinance 21-25 were posted in the following locations within the municipality this ____ day of June, 2021.

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

_____
Elyse Sullivan, City Recorder

Millcreek HR-Finance

Memo

To: Mayor & Council

From: Laurie Johnson – HR/Finance Director

cc: Mike Winder – Assistant City Manager

Date: June 22, 2021

Re: FY 2020-21 Budget – Amendment #3

Attached you will find the third and final budget amendment for FY 2020-21. This amendment accomplishes the following:

- The General Fund revenues & expenses are increased in the amount of $3,697,551.
  - GF revenues were evaluated and increased or decreased based on updated projections.
  - GF expenses were also evaluated and updated based on current trends.
  - The GF fund balance transfer was increased in the amount of $2,750,000 and the transfer to the CIP fund was increased in the amount of $2,695,183.
- The Capital Improvement Fund revenues and expenses are increased in the amount of $3,690,183.
  - CIP miscellaneous revenues were increased by $1,000,000 to recognize funds received in accordance with HB244 as well as recognition of the increased transfer from the GF.
  - CIP miscellaneous projects expenses were increased in the same amount as the transfer from the GF and the CIP fund balance was increased by the same amount as HB244 funds.
- The Storm Water fund revenues and expenses are decreased in the amount of $1,078,000.
  - Both revenues and expenses were updated based on current trends.

An updated fund balance schedule in also included.

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND REVENUE BUDGET

	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Received	% Received
100 GENERAL FUND							
3100 **TAXES**							
3110 **Property Tax**							
12 Months of UPD Contract + costs of borrowing	10,994,000	10,994,000	10,994,000	11,700,000	706,000	11,636,506	99.46%
3120 **Sales & Use Tax**							
General	8,000,000	9,000,000	10,000,000	12,500,000	2,500,000	10,723,500	85.79%
3125 **Mass Transit Tax**	600,000	650,000	750,000	1,000,000	250,000	950,159	95.02%
3130 **Franchise Tax**							
Cable Tax	550,000	550,000	550,000	550,000	-	417,591	75.93%
3140 **Transient Room Tax**	1,500	1,500	1,500	2,750	1,250	2,230	81.08%
Total Taxes	**$ 20,145,500**	**$ 21,195,500**	**$ 22,295,500**	**$ 25,752,750**	**$ 3,457,250**	**$ 23,729,986**	**92.15%**
3200 **LICENSES & PERMITS**							
3210 **Business Licenses & Permits**	550,000	550,000	550,000	710,000	160,000	686,522	96.69%
3220 **Building Permits**	1,000,000	1,350,000	1,800,000	1,950,000	150,000	1,907,871	97.84%
3230 **Special Event Permits**	1,500	1,500	150	150	-	200	133.33%
3240 **Engineering Permits**	85,000	200,000	450,000	610,000	160,000	593,876	97.36%
Total Licenses & Permits	**$ 1,636,500**	**$ 2,101,500**	**$ 2,800,150**	**$ 3,270,150**	**$ 470,000**	**$ 3,188,468**	**97.50%**
3300 **INTERGOVERNMENTAL**							
3310 **Local Grants**	-	-	-	-	-	-	0.00%
3320 **State Grants**	-	150,000	150,000	150,000	-	150,000	100.00%
CDBG							
3330 **Liquor Grants**	45,000	45,000	49,742	49,742	-	49,742	100.00%
3350 **Federal Grants**	-	3,620,034	3,770,034	3,770,034	-	3,770,034	100.00%
CARES Act Funds							
Fund 111 **Class C Road Funds**	1,700,000	1,700,000	1,800,000	2,050,000	250,000	1,772,355	86.46%
Total Intergovernmental	**$ 1,745,000**	**$ 5,515,034**	**$ 5,769,776**	**$ 6,019,776**	**$ 250,000**	**$ 5,742,131**	**95.39%**
3400 **CHARGES FOR SERVICES**							
3410 **Planning Fees**	55,000	75,000	80,000	120,000	40,000	112,053	93.38%
3420 **Engineering Fees**	-	-	-	-	-	-	0.00%
3430 **Rents & Leases**	-	-	-	-	-	-	0.00%
3470 **Park Impact Fees**	-	-	-	-	-	108,964	0.00%
Total Charges For Services	**$ 55,000**	**$ 75,000**	**$ 80,000**	**$ 120,000**	**$ 40,000**	**$ 221,017**	**184.18%**
3500 **FINES & FORFEITURES**							
3510 **Court Fines**	-	-	-	-	-	-	0.00%
3520 **Code Compliance Fines**	-	5,000	5,000	7,500	2,500	7,015	93.53%
Total Fines & Forfeitures	**$ -**	**$ 5,000**	**$ 5,000**	**$ 7,500**	**$ 2,500**	**$ 7,015**	**93.53%**
3600 **MISCELLANEOUS**							
3610 **Interest Earnings**	275,000	115,000	115,000	110,000	(5,000)	101,712	92.47%
3620 **Misc. Income**	-	7,506	30,829	34,024	3,195	34,025	100.00%
3630 **Administrative Fees**	110,000	110,000	110,000	110,000	-	100,833	91.67%
Total Miscellaneous	**$ 385,000**	**$ 232,506**	**$ 255,829**	**$ 254,024**	**$ (1,805)**	**$ 135,737**	**53.43%**
3800 **CONTRIBUTIONS**							
3810 **Donations**	-	65,050	69,875	96,935	27,060	96,935	100.00%
$2,000 - CurlyMe (Rental Assistance); $60 Citizen donation for Promise Program; $25,000 - Citizen donation for Renewable Energy Anchor Community							
3820 **Use of Fund Balance**	768,454	547,454	547,454	-	(547,454)	-	0.00%
General Fund	*75,000*	-	-	-			
UPD Contract	*693,454*	*547,454*	*547,454*	-			
Total Other Contributions	**$ 768,454**	**$ 612,504**	**$ 617,329**	**$ 96,935**	**$ (520,394)**	**$ 96,935**	**100.00%**
Total General Fund Revenues	**$ 24,735,454**	**$ 29,737,044**	**$ 31,823,584**	**$ 35,521,135**	**$ 3,697,551**	**$ 33,121,289**	**93.24%**

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4100 LEGISLATIVE								
100-4110 **Mayor & City Council**								
Personnel Expenses								
1100 **Salaries & Wages**	100,000	100,000	100,000	100,000	-	102,656	(2,656)	-2.66%
1400 **Employee Benefits**	75,000	85,000	85,000	85,000	-	75,552	9,448	11.12%
Total Personnel	**175,000**	**185,000**	**185,000**	**185,000**	**-**	**$ 178,208**	**$ 6,792**	**3.67%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	120,000	125,000	125,000	125,000	-	118,941	6,059	4.85%
Utah League of Cities & Towns								
Jordan River Commission								
Central Wasatch Commission								
2300 **Travel**	2,000	2,000	2,000	3,500	1,500	2,264	1,236	35.30%
Total Operating	**122,000**	**127,000**	**127,000**	**128,500**	**1,500**	**$ 121,205**	**$ 7,295**	**5.68%**
Professional & Contracted Services								
3100 **Professional Services**	50,000	50,000	56,000	56,000	-	55,785	215	0.38%
Capstone Strategies	*30,000*	*30,000*						
Sustainability Coordinator	*5,000*	*5,000*						
Auditor	*15,000*	*15,000*						
3300 **Training**	4,000	4,000	4,000	4,000	-	2,227	1,773	44.33%
Total Professional & Contracted	**54,000**	**54,000**	**60,000**	**60,000**	**-**	**$ 58,012**	**$ 1,988**	**3.31%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	500	500	500	500	-	150	350	70.00%
Total Misc.	**500**	**500**	**500**	**500**	**-**	**$ 150**	**$ 350**	**70.00%**
Total Mayor & City Council	**$ 351,500**	**$ 366,500**	**$ 372,500**	**$ 374,000**	**$ 1,500**	**$ 357,576**	**$ 16,424**	**4.39%**
Notes: *Travel increased to cover additional expenses.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4200 ADMINISTRATION								
100-4210 City Management								
Personnel Services								
1100 Salaries & Wages	164,000	164,000	134,000	120,000	(14,000)	116,155	3,845	3.20%
~~City Manager~~ Assistant City Manager								
1200 Part-Time Wages	-	-	-	-	-	-	-	0.00%
1400 Employee Benefits	55,000	55,000	55,000	30,000	(25,000)	21,612	8,388	27.96%
Total Personnel	**219,000**	**219,000**	**189,000**	**150,000**	**(39,000)**	**$ 137,767**	**$ 12,233**	**8.16%**
Operating Expenses								
2100 Books, Subscriptions, Memb.	1,500	1,500	1,500	1,500	-	-	1,500	100.00%
2300 Travel	2,000	2,000	2,000	2,000	-	919	1,081	54.03%
2400 Office Supplies	-	-	-	-	-	-	-	0.00%
Total Operating	**3,500**	**3,500**	**3,500**	**3,500**	**-**	**$ 919**	**$ 2,581**	**73.73%**
Professional & Contracted Services								
3100 Professional Services	2,500	2,500	2,500	8,000	5,500	4,800	3,200	40.00%
3300 Training	3,000	3,000	3,000	3,000	-	-	3,000	100.00%
Total Professional & Contracted	**5,500**	**5,500**	**5,500**	**11,000**	**5,500**	**$ 4,800**	**$ 6,200**	**56.36%**
Miscellaneous Expenses								
6100 Misc. Expenses	3,500	3,500	5,000	5,000	-	2,697	2,303	46.06%
Total Misc.	**3,500**	**3,500**	**5,000**	**5,000**	**-**	**$ 2,697**	**$ 2,303**	**46.06%**
Total City Management	**$ 231,500**	**$ 231,500**	**$ 203,000**	**$ 169,500**	**$ (33,500)**	**$ 146,184**	**$ 23,316**	**13.76%**
Notes: *Various expenditure line items updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET								
Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4220 **Justice Court**								
Professional & Contracted Services								
3100 **Professional Services**	-	-	-	-	-	-	-	0.00%
3200 **Contracted Services**	215,000	215,000	215,000	215,000	-	208,664	6,336	2.95%
Total Professional & Contracted	**215,000**	**215,000**	**215,000**	**215,000**	**-**	**$ 208,664**	**6,336**	**2.95%**
Total Justice Court	**$ 215,000**	**$ 215,000**	**$ 215,000**	**$ 215,000**	**$ -**	**$ 208,664**	**$ 6,336**	**2.95%**

Notes: *No change.*

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4230 **Legal Services**								
Personnel Services								
1100 **Salaries & Wages**	-	-	-		-	-	-	0.00%
~~Law Clerk~~								
1200 **Part-Time Wages**	-	-	-		-	-	-	0.00%
1400 **Employee Benefits**	-	-	-		-	-	-	0.00%
Total Personnel	-	-	-		-	$ -	$ -	**0.00%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	-	-	-		-	-	-	0.00%
2300 **Travel**	-	-	-		-	-	-	0.00%
Total Operating	-	-	-		-	$ -	$ -	**0.00%**
Professional & Contracted Services								
3100 **Professional Services**	145,000	150,000	155,000	165,000	10,000	139,660	25,340	15.36%
John Brems								
Misc. Legal								
3300 **Training**	2,000	2,000	2,000	2,000	-	599	1,401	70.05%
3200 **Contracted Services**	335,000	335,000	335,000	335,000	-	207,929	127,071	37.93%
SL County Indigent Defense	*112,558*	*112,558*	*112,558*	*112,558*				
SL County Prosecutorial Services	*220,000*	*220,000*	*220,000*	*220,000*				
Total Professional & Contracted	**482,000**	**487,000**	**492,000**	**502,000**	**10,000**	$ 348,188	$ 153,812	**30.64%**
Misc. Expenses								
6100 **Misc. Expenses**	250	250	250	250	-	-	250	100.00%
Total Misc.	**250**	**250**	**250**	**250**	-	$ -	$ 250	**100.00%**
Total Legal Services	$ 482,250	$ 487,250	$ 492,250	$ 502,250	$ 10,000	$ 348,188	$ 154,062	**30.67%**
Notes: *Professional services line item increased to cover misc. legal expenses.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget		FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4240 **Public Safety**									
Professional & Contracted Services									
3200 **Contracted Services**									
	SLC Animal Control	535,000	548,418	548,418	548,418	-	541,598	6,820	1.24%
12 Months of Contract	Unified Police	11,475,954	9,407,570	9,193,570	9,193,570	-	9,191,729	1,841	0.02%
	CARES Act (UPD)	-	16,405	16,405	16,405	-	16,405	-	0.00%
	CARES Act (UPD Payroll)	-	2,070,384	2,284,384	2,284,384	-	2,284,384	-	0.00%
	CARES Act (UFA)	-	111,473	111,473	111,473	-	111,473	-	0.00%
	CARES Act (WFWRD)		17,679	17,679	17,679	-	17,679	-	0.00%
	UPD (Alcohol Tax Exp)	45,000	45,000	49,742	49,742	-	49,742	-	0.00%
	Total Professional & Contracted	**12,055,954**	**12,216,929**	**12,221,671**	**12,221,671**	**-**	**$ 12,213,011**	**$ 8,661**	**0.07%**
	Total Public Safety	**$ 12,055,954**	**$ 12,216,929**	**$ 12,221,671**	**$ 12,221,671**	**$ -**	**$ 12,213,011**	**$ 8,661**	**0.07%**

Notes: *No change.*

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4310 **City Recorder**								
Personnel Services								
1100 **Salaries & Wages**	73,000	73,000	73,000	77,000	4,000	75,870	1,130	1.47%
City Recorder								
1200 **Part-Time Wages**	7,500	7,500	7,500	-	(7,500)	-	-	0.00%
1400 **Employee Benefits**	35,000	35,000	35,000	28,000	(7,000)	23,806	4,194	14.98%
Total Personnel	**115,500**	**115,500**	**115,500**	**105,000**	**(10,500)**	**$ 99,676**	**$ 5,324**	**5.07%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	500	500	500	1,000	500	840	160	16.00%
2300 **Travel**	1,500	1,500	1,500	1,500	-	-	1,500	100.00%
2400 **Office Supplies**	-	-	-	-	-	-	-	0.00%
2800 **Postage & Shipping**	-	-	-	-	-	-	-	0.00%
Total Operating	**2,000**	**2,000**	**2,000**	**2,500**	**500**	**$ 840**	**$ 1,660**	**66.40%**
Professional & Contracted Services								
3100 **Professional Services**	-	-	-	-	-	-	-	0.00%
3200 **Contracted Services**	-	-	-	-	-	-	-	0.00%
SL County Elections								
3300 **Training**	1,200	1,200	1,200	1,200	-	848	352	29.33%
3400 **Printing**	-	-	-	-	-	-	-	0.00%
3500 **Advertising & Public Notices**	10,000	10,000	10,000	10,000	-	5,052	4,948	49.48%
Total Professional & Contracted	**11,200**	**11,200**	**11,200**	**11,200**	**-**	**$ 5,900**	**$ 5,300**	**47.32%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	500	500	500	500	-	23	477	95.39%
Total Misc.	**500**	**500**	**500**	**500**	**-**	**$ 23**	**$ 477**	**95.39%**
Total City Recorder	**$ 129,200**	**$ 129,200**	**$ 129,200**	**$ 119,200**	**$ (10,000)**	**$ 106,439**	**$ 12,761**	**10.71%**
Notes: *Personnel expenses updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4400 **BUILDING SERVICES**								
100-4410 **Building Services**								
Personnel Services								
1100 **Salaries & Wages**	640,000	640,000	650,000	650,000	-	628,129	21,871	3.36%
Building Services Director /Building Off.								
Plans Examiner I								
Building Inspector III (2)								
Building Inspector I								
Permit Technician II								
Permit Technician I								
Code Compliance Inspector II								
Code Compliance Inspector I (2)								
1200 **Part-Time Wages**	-	-	-	-	-	-	-	0.00%
1300 **Over-Time Wages**	2,500	2,500	2,500	2,500	-	37	2,463	98.52%
1400 **Employee Benefits**	305,000	305,000	310,000	295,000	(15,000)	289,105	5,895	2.00%
Total Personnel	**947,500**	**947,500**	**962,500**	**947,500**	**(15,000)**	**$ 917,272**	**$ 30,228**	**3.19%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	4,000	4,000	4,000	4,000	-	2,728	1,272	31.80%
2300 **Travel**	5,000	5,000	5,000	2,500	(2,500)	-	2,500	100.00%
2500 **Equipment/Supplies**	5,000	5,000	5,000	5,000	-	2,086	2,914	58.29%
Total Operating	**14,000**	**14,000**	**14,000**	**11,500**	**(2,500)**	**$ 4,813**	**$ 6,687**	**58.14%**
Professional & Contracted Services								
3100 **Professional Services**	90,000	90,000	90,000	80,000	(10,000)	45,180	34,820	43.52%
Building Inspection Services								
Code Compliance Abatement								
3300 **Training**	7,500	7,500	7,500	7,500	-	3,956	3,544	47.25%
Total Professional & Contracted	**97,500**	**97,500**	**97,500**	**87,500**	**(10,000)**	**$ 49,137**	**$ 38,363**	**43.84%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	2,500	2,500	2,500	2,500	-	304	2,196	87.82%
Total Misc.	**2,500**	**2,500**	**2,500**	**2,500**	-	**$ 304**	**$ 2,196**	**87.82%**
Total Building Services	**$ 1,061,500**	**$ 1,061,500**	**$ 1,076,500**	**$ 1,049,000**	**$ (27,500)**	**$ 971,526**	**$ 77,474**	**7.39%**
Notes: *Various expenditure line items updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

	Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4500	COMMUNICATIONS & PROGRAMS								
100-4510	Communications & Programs								
	Personnel Services								
1100	Salaries & Wages	77,000	80,000	80,000	85,000	5,000	81,922	3,078	3.62%
	Communications & Programs Director								
1200	Part-Time Wages	-	-	-	-	-	-	-	0.00%
1300	Over-Time Wages	-	-	-	-	-	-	-	0.00%
1400	Employee Benefits	34,000	36,000	36,000	36,000	-	34,709	1,291	3.59%
	Total Personnel	**111,000**	**116,000**	**116,000**	**121,000**	**5,000**	**$ 116,631**	**$ 4,369**	**3.61%**
	Operating Expenses								
2100	Books, Subscriptions, Memb.	500	500	500	500	-	84	416	83.22%
2300	Travel	750	750	750	750	-	-	750	100.00%
2500	Equipment/Supplies	2,500	2,500	2,500	2,500	-	970	1,530	61.20%
2800	Postage & Shipping	40,000	40,000	40,000	40,000	-	29,776	10,224	25.56%
	Total Operating	**43,750**	**43,750**	**43,750**	**43,750**	**-**	**$ 30,830**	**$ 12,920**	**29.53%**
	Professional & Contracted Services								
3100	Professional Services	25,000	25,000	35,000	35,000	-	35,010	(10)	-0.03%
3300	Training	2,000	2,000	2,000	2,000	-	298	1,702	85.10%
3400	Printing	55,000	55,000	55,000	55,000	-	40,975	14,025	25.50%
	Total Professional & Contracted	**82,000**	**82,000**	**92,000**	**92,000**	**-**	**$ 76,283**	**$ 15,717**	**17.08%**
	Miscellaneous Expenses								
6100	Misc. Expenses	2,000	2,000	2,000	2,000	-	523	1,477	73.84%
	Total Misc.	**2,000**	**2,000**	**2,000**	**2,000**	**-**	**$ 523**	**$ 1,477**	**73.84%**

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
Community Programs								
8100 **Community Councils**	32,200	32,200	32,200	29,000	(3,200)	29,000	-	0.00%
Canyon Rim	*6,000*	*6,000*	*6,000*	*6,000*				
East Millcreek	*5,000*	*5,000*	*5,000*	*5,000*				
Millcreek	*15,000*	*15,000*	*15,000*	*15,000*				
Mt. Olympus	*3,000*	*3,000*	*3,000*	*3,000*				
Insurance for CC	*3,200*	*3,200*	*3,200*	*3,200*				
8200 **Events**	140,000	140,000	140,000	140,000	-	111,297	28,703	20.50%
Utah Venture Out	*100,000*	*100,000*	*100,000*	*100,000*				
Youth City Council	*5,000*	*5,000*	*5,000*	*5,000*				
Other	*35,000*	*35,000*	*35,000*	*35,000*				
8300 **Programs**	5,000	5,000	5,000	12,000	7,000	11,650	350	2.92%
Rain Barrel Program	*5,000*	*5,000*	*5,000*	*5,000*				
Total Community Programs	**177,200**	**177,200**	**177,200**	**181,000**	**3,800**	**$ 151,947**	**$ 29,053**	**16.05%**
Total Communications & Programs	**$ 415,950**	**$ 420,950**	**$ 430,950**	**$ 439,750**	**$ 8,800**	**$ 376,214**	**$ 63,536**	**14.45%**

Notes: *Various expenditure line items updated based on current trends.*

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4520 **Emergency Management**								
Personnel Services								
1100 **Salaries & Wages**	58,500	64,000	65,000	68,000	3,000	65,306	2,694	3.96%
Emergency/Risk Manager								
1200 **Part-Time Wages**	-	-	-	-	-	-	-	0.00%
1300 **Over-Time Wages**	2,000	2,000	2,000	2,000	-	-	2,000	100.00%
1400 **Employee Benefits**	35,000	35,000	37,000	37,000	-	34,428	2,572	6.95%
Total Personnel	**95,500**	**101,000**	**104,000**	**107,000**	**3,000**	**$ 99,734**	**$ 7,266**	**6.79%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	1,000	1,000	1,000	1,000	-	-	1,000	100.00%
2300 **Travel**	250	250	250	250	-	-	250	100.00%
2400 **Office Supplies**	-	-	-	-	-	-	-	0.00%
2500 **Equipment/Supplies**	7,500	12,500	12,500	12,500	-	5,741	6,759	54.07%
Total Operating	**8,750**	**13,750**	**13,750**	**13,750**	**-**	**$ 5,741**	**$ 8,009**	**58.25%**
Professional & Contracted Services								
3100 **Professional Services**	-	-	-	-	-	-	-	0.00%
3300 **Training**	5,000	5,000	5,000	5,000	-	150	4,850	97.00%
3400 **Printing**	1,000	1,000	1,000	1,000	-	291	709	70.88%
Total Professional & Contracted	**6,000**	**6,000**	**6,000**	**6,000**	**-**	**$ 441**	**$ 5,559**	**92.65%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	2,500	2,500	2,500	2,500	-	15	2,485	99.40%
Total Misc.	**2,500**	**2,500**	**2,500**	**2,500**	**-**	**$ 15**	**$ 2,485**	**99.40%**
Total Emergency Management	**$ 112,750**	**$ 123,250**	**$ 126,250**	**$ 129,250**	**$ 3,000**	**$ 105,931**	**$ 23,319**	**18.04%**
Notes: *Personnel expenses updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4530 **Information Center**								
Personnel Services								
1100 **Salaries & Wages**	143,500	152,000	152,000	152,000	-	145,531	6,469	4.26%
Information Center Manager								
Information Center Technician								
Information Center Technician								
1200 **Part-Time Wages**	-	-	-	-	-	-	-	0.00%
1300 **Over-Time Wages**	2,000	10,000	10,000	10,000	-	6,359	3,641	36.41%
1400 **Employee Benefits**	70,000	75,000	75,000	75,000	-	68,753	6,247	8.33%
Total Personnel	**215,500**	**237,000**	**237,000**	**237,000**	**-**	**$ 220,643**	**$ 16,357**	**6.90%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	500	500	500	500	-	-	500	100.00%
2300 **Travel**	500	500	500	500	-	-	500	100.00%
2400 **Office Supplies**	20,000	20,000	20,000	15,000	(5,000)	5,402	9,598	63.99%
2500 **Equipment/Supplies**	5,000	5,000	5,000	2,000	(3,000)	-	2,000	100.00%
2800 **Postage & Shipping**	17,500	17,500	17,500	17,500	-	12,411	5,089	29.08%
Total Operating	**43,500**	**43,500**	**43,500**	**35,500**	**(8,000)**	**$ 17,813**	**$ 17,687**	**49.82%**
Professional & Contracted Services								
3100 **Professional Services**	1,000	1,000	1,000	1,000	-	54	946	94.64%
3300 **Training**	1,200	1,200	1,200	-	(1,200)	-	-	0.00%
3400 **Printing**	1,200	1,200	1,200	-	(1,200)	-	-	0.00%
Total Professional & Contracted	**3,400**	**3,400**	**3,400**	**1,000**	**(2,400)**	**$ 54**	**$ 946**	**94.64%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	5,000	5,000	5,000	5,000	-	721	4,279	85.58%
6300 **Meals**	7,500	7,500	7,500	7,500	-	2,678	4,823	64.30%
Total Misc.	**12,500**	**12,500**	**12,500**	**12,500**	**-**	**$ 3,398**	**$ 9,102**	**72.81%**
Total Information Center	**$ 274,900**	**$ 296,400**	**$ 296,400**	**$ 286,000**	**$ (10,400)**	**$ 241,908**	**$ 44,092**	**15.42%**
Notes: *Various expenditure line items updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4600 ECONOMIC DEVELOPMENT								
100-4610 **Economic Development**								
Personnel Services								
1100 **Salaries & Wages**	170,500	170,500	170,500	160,000	(10,500)	147,109	12,891	8.06%
~~Economic Dev. Director~~ Asst. to Economic Dev. Director / City Events Director								
1200 **Part-Time Wages**	-	-	-	-	-	-	-	0.00%
1300 **Over-Time Wages**	1,500	1,500	1,500	1,500	-	-	1,500	100.00%
1400 **Employee Benefits**	58,000	60,000	65,000	55,000	(10,000)	46,298	8,702	15.82%
Total Personnel	**230,000**	**232,000**	**237,000**	**216,500**	**(20,500)**	**$ 193,406**	**$ 23,094**	**10.67%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	1,200	1,200	1,200	1,750	550	1,405	345	19.71%
2300 **Travel**	3,000	3,000	3,000	3,000	-	2,610	390	13.01%
2500 **Equipment/Supplies**	500	500	500	500	-	165	335	67.01%
Total Operating	**4,700**	**4,700**	**4,700**	**5,250**	**550**	**$ 4,180**	**$ 1,070**	**20.39%**
Professional & Contracted Services								
3100 **Professional Services**	2,500	2,500	5,000	6,000	1,000	3,457	2,543	42.39%
3300 **Training**	5,000	5,000	5,000	6,500	1,500	6,049	451	6.94%
Total Professional & Contracted	**7,500**	**7,500**	**10,000**	**12,500**	**2,500**	**$ 9,506**	**$ 2,994**	**23.95%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	10,000	10,000	10,000	12,000	2,000	6,138	5,862	48.85%
6400 **Retail Promotion**	-	1,275,000	1,285,000	1,284,050	(950)	1,284,050	-	0.00%
Total Misc.	**10,000**	**1,285,000**	**1,295,000**	**1,296,050**	**1,050**	**$ 1,290,188**	**$ 5,862**	**0.45%**
Total Economic Development	**$ 252,200**	**$ 1,529,200**	**$ 1,546,700**	**$ 1,530,300**	**$ (16,400)**	**$ 1,497,279**	**$ 33,021**	**2.16%**
Notes: *Various expenditure line items updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4620 **Business License Administration**								
Personnel Services								
1100 **Salaries & Wages**	100,000	100,000	100,000	105,000	5,000	101,641	3,359	3.20%
Business License Administrator								
Business License Assistant								
1200 **Part-Time Wages**	-	-	-	-	-	-	-	0.00%
1300 **Over-Time Wages**	2,500	2,500	2,500	2,500	-	1,544	956	38.24%
1400 **Employee Benefits**	46,000	55,000	55,000	55,000	-	52,430	2,570	4.67%
Total Personnel	**148,500**	**157,500**	**157,500**	**162,500**	**5,000**	**$ 155,615**	**$ 6,885**	**4.24%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	500	500	500	500	-	-	500	100.00%
2300 **Travel**	1,500	1,500	1,500	500	(1,000)	-	500	100.00%
2500 **Equipment/Supplies**	250	250	250	250	-	-	250	100.00%
Total Operating	**2,250**	**2,250**	**2,250**	**1,250**	**(1,000)**	**$ -**	**$ 1,250**	**100.00%**
Professional & Contracted Services								
3100 **Professional Services**	-	-	-	-	-	-	-	0.00%
Business License Fee Study								
3300 **Training**	1,500	1,500	1,500	500	(1,000)	-	500	100.00%
Total Professional & Contracted	**1,500**	**1,500**	**1,500**	**500**	**(1,000)**	**$ -**	**$ 500**	**100.00%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	500	500	500	500	-	-	500	100.00%
Total Misc.	**500**	**500**	**500**	**500**	**-**	**$ -**	**$ 500**	**100.00%**
Total Business License Administration	**$ 152,750**	**$ 161,750**	**$ 161,750**	**$ 164,750**	**$ 3,000**	**$ 155,615**	**$ 9,135**	**5.54%**
Notes: *Various expenditure line items updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4700 FINANCE								
100-4710 **Finance**								
Personnel Services								
1100 **Salaries & Wages**	208,000	260,000	260,000	235,000	(25,000)	229,664	5,336	2.27%
HR-Finance Director								
HR-Finance Asst.								
HR-Finance Technician								
Grant/CDBG Administrator								
1200 **Part-Time Wages**	-	-	-	-	-	-	-	0.00%
1400 **Employee Benefits**	109,000	160,000	160,000	130,000	(30,000)	113,572	16,428	12.64%
Total Personnel	**317,000**	**420,000**	**420,000**	**365,000**	**(55,000)**	**$ 343,236**	**$ 21,764**	**5.96%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	250	250	250	250	-	385	(135)	-54.00%
2300 **Travel**	500	500	500	500	-	127	373	74.61%
2400 **Office Supplies**	250	250	500	500	-	381	119	23.80%
2500 **Equipment/Supplies**	-	250	250	250	-	91	159	63.44%
Total Operating	**1,000**	**1,250**	**1,500**	**1,500**	**-**	**$ 984**	**$ 516**	**34.38%**
Professional & Contracted Services								
3100 **Professional Services**	7,500	7,500	7,250	7,250	-	375	6,875	94.83%
3300 **Training**	6,000	6,000	6,000	6,000	-	4,215	1,785	29.75%
3400 **Printing**	-	-	-	-	-	-	-	0.00%
Total Professional & Contracted	**13,500**	**13,500**	**13,250**	**13,250**	**-**	**$ 4,590**	**$ 8,660**	**65.36%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	1,000	1,000	1,000	1,000	-	399	601	60.08%
Total Misc.	**1,000**	**1,000**	**1,000**	**1,000**	**-**	**$ 399**	**$ 601**	**60.08%**
Total Finance	**$ 332,500**	**$ 435,750**	**$ 435,750**	**$ 380,750**	**$ (55,000)**	**$ 349,210**	**$ 31,540**	**8.28%**
Notes: *Personnel expenses updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4720 **Human Resources**								
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	-	-	150	150	-	26	124	82.59%
2300 **Travel**	-	-	-	-	-	-	-	0.00%
2400 **Office Supplies**	-	-	100	100	-	32	68	67.71%
2500 **Equipment/Supplies**	250	250	200	200	-	14	186	92.81%
2800 **Postage & Shipping**	250	250	50	50	-	-	50	100.00%
Total Operating	**500**	**500**	**500**	**500**	**-**	**$ 73**	**$ 427**	**85.44%**
Professional & Contracted Services								
3100 **Professional Services**	4,500	5,000	5,000	6,500	1,500	5,669	831	12.79%
Employee Assistance Program								
Recruiting								
Drug Testing								
3300 **Training**	1,000	1,000	1,000	1,000	-	-	1,000	100.00%
3400 **Printing**	500	500	500	500	-	-	500	100.00%
Total Professional & Contracted	**6,000**	**6,500**	**6,500**	**8,000**	**1,500**	**$ 5,669**	**$ 2,331**	**29.14%**
Insurance								
4200 **Worker's Comp Insurance**	45,000	45,000	45,000	45,000	-	26,600	18,400	40.89%
Total Insurance	**45,000**	**45,000**	**45,000**	**45,000**	**-**	**$ 26,600**	**$ 18,400**	**40.89%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	500	500	500	500	-	67	433	86.57%
Total Misc.	**500**	**500**	**500**	**500**	**-**	**$ 67**	**$ 433**	**86.57%**
Total Human Resources	**$ 52,000**	**$ 52,500**	**$ 52,500**	**$ 54,000**	**$ 1,500**	**$ 32,409**	**$ 21,591**	**39.98%**

Notes: *Various expenditure line items updated based on current trends.*

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4730 **Non-Departmental**								
Insurance								
4100 **Liability Insurance**	80,000	80,000	80,000	78,000	(2,000)	77,799	201	0.26%
Total Insurance	**80,000**	**80,000**	**80,000**	**78,000**	**(2,000)**	**$ 77,799**	**$ 201**	**0.26%**
Debt Service								
5100 **Bond Principal Payments**	-	-	-	-	-	-	-	0.00%
5200 **Debt Interest**								
Bond Interest	-	-	-	-	-	-	-	0.00%
UPD Debt Interest	150,000	30,000	21,067	21,067	-	21,067	-	0.00%
5300 **Fees**								
UPD Debt Related Fees	61,000	35,500	35,500	35,500	-	35,500	-	0.00%
Total Debt Service	**211,000**	**65,500**	**56,567**	**56,567**	**-**	**$ 56,567**	**$ -**	**0.00%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	10,000	20,000	35,000	50,000	15,000	37,423	12,577	25.15%
6200 **Bank Charges**	45,000	50,000	55,000	60,000	5,000	50,199	9,801	16.33%
Total Misc.	**55,000**	**70,000**	**90,000**	**110,000**	**20,000**	**$ 87,623**	**$ 22,377**	**20.34%**
Other Financing Uses								
9100 **Contribution to Fund Balance**	-	910,315	1,661,221	2,750,000	1,088,779	-	2,750,000	100.00%
9200 **Due Other Govt. Entity**	61,000	61,000	61,000	61,000	-	-	61,000	100.00%
9300 **Transfer to CIP Fund**	-	2,260,000	3,460,000	6,155,183	2,695,183	-	6,155,183	100.00%
9400 **Transfer to Stormwater Fund**	5,000	5,000	5,000	5,000	-	-	5,000	100.00%
Total Other Financing Uses	**66,000**	**3,236,315**	**5,187,221**	**8,971,183**	**3,783,962**	**$ -**	**$ 8,971,183**	**100.00%**
Total Non-Departmental	**$ 412,000**	**$ 3,451,815**	**$ 5,413,788**	**$ 9,215,750**	**$ 3,801,962**	**$ 221,989**	**$ 8,993,762**	**97.59%**
Notes: *Various expenditure line items updated based on current trends. Contributions to fund balance & CIP fund increased.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4800 LEGISLATIVE POLICY								
100-4810 **Legislative Policy**								
Personnel Services								
1100 **Salaries & Wages**	224,000	199,000	220,000	235,000	15,000	233,556	1,444	0.61%
Legislative Policy Director								
~~Legislative Analyst~~								
1200 **Part-Time Wages**	-	-	-	-	-	-	-	0.00%
1300 **Over-Time Wages**	-	-	2,500	1,500	(1,000)	1,404	96	6.37%
1400 **Employee Benefits**	103,000	78,000	85,000	75,000	(10,000)	73,522	1,478	1.97%
Total Personnel	**327,000**	**277,000**	**307,500**	**311,500**	**4,000**	**$ 308,482**	**$ 3,018**	**0.97%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	4,000	4,000	4,000	4,500	500	4,296	204	4.53%
2300 **Travel**	3,500	3,500	3,500	1,500	(2,000)	-	1,500	100.00%
2500 **Equipment/Supplies**	2,000	2,000	2,000	1,500	(500)	-	1,500	100.00%
Total Operating	**9,500**	**9,500**	**9,500**	**7,500**	**(2,000)**	**$ 4,296**	**$ 3,204**	**42.72%**
Professional & Contracted Services								
3100 **Professional Services**	5,000	5,000	5,000	5,000	-	675	4,325	86.50%
3200 **Contracted Services**	-	-	-	-	-	-	-	0.00%
3300 **Training**	2,500	2,500	2,500	2,500	-	1,073	1,427	57.08%
3400 **Printing**	-	-	-	-	-	-	-	0.00%
Total Professional & Contracted	**7,500**	**7,500**	**7,500**	**7,500**	**-**	**$ 1,748**	**$ 5,752**	**76.69%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	2,500	2,500	2,500	6,000	3,500	4,562	1,438	23.96%
Total Misc.	**2,500**	**2,500**	**2,500**	**6,000**	**3,500**	**$ 4,562**	**$ 1,438**	**23.96%**
Total Legislative Policy	**$ 346,500**	**$ 296,500**	**$ 327,000**	**$ 332,500**	**$ 5,500**	**$ 319,089**	**$ 13,411**	**4.03%**
Notes: *Various expenditure line items updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4820 **Facilities**								
Operating Expenses								
2500 **Equipment/Supplies**	35,000	50,000	50,000	40,000	(10,000)	27,786	12,214	30.53%
Building Improvements	-	-	-	-	-	-	-	0.00%
2600 **Building Maintenance**	20,000	25,000	25,000	20,000	(5,000)	13,650	6,350	31.75%
2700 **Utilities**	40,000	40,000	45,000	50,000	5,000	46,765	3,235	6.47%
Electricity								
Natural Gas								
Office Telephones								
Waste & Disposal								
Water & Sewer								
Total Operating	**95,000**	**115,000**	**120,000**	**110,000**	**(10,000)**	**$ 88,201**	**$ 21,799**	**19.82%**
Professional & Contracted Services								
3100 **Professional Services**	35,000	35,000	35,000	35,000	-	30,064	4,936	14.10%
3300 **Training**	-	-	-	-	-	-	-	0.00%
Total Professional & Contracted	**35,000**	**35,000**	**35,000**	**35,000**	**-**	**$ 30,064**	**$ 4,936**	**14.10%**
Debt Service								
5400 **Leases**	205,000	205,000	205,000	205,000	-	192,906	12,094	5.90%
Total Debt Service	**205,000**	**205,000**	**205,000**	**205,000**	**-**	**$ 192,906**	**$ 12,094**	**5.90%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	7,500	7,500	7,500	5,000	(2,500)	445	4,555	91.09%
Total Misc.	**7,500**	**7,500**	**7,500**	**5,000**	**(2,500)**	**$ 445**	**$ 4,555**	**91.09%**
Total Facilities	**$ 342,500**	**$ 362,500**	**$ 367,500**	**$ 355,000**	**$ (12,500)**	**$ 311,617**	**$ 43,383**	**12.22%**

Notes: *Various expenditure line items updated based on current trends.*

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FY 2020-21
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MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4830 **Fleet**								
Operating Expenses								
2500 **Equipment/Supplies**	2,500	2,500	2,500	2,500	-	469	2,031	81.23%
2650 **Vehicle Maintenance**	10,000	10,000	10,000	10,000	-	6,514	3,486	34.86%
2900 **Fuel**	18,000	20,000	20,000	20,000	-	16,407	3,593	17.96%
Total Operating Expenses	**30,500**	**32,500**	**32,500**	**32,500**	**-**	**$ 23,391**	**$ 9,109**	**28.03%**
Capital Expenses								
7500 **Vehicles**	-	35,000	35,000	27,529	(7,471)	27,529	-	0.00%
Total Capital Expenses	**-**	**35,000**	**35,000**	**27,529**	**(7,471)**	**$ 27,529**	**$ -**	**0.00%**
Total Fleet	**$ 30,500**	**$ 67,500**	**$ 67,500**	**$ 60,029**	**$ (7,471)**	**$ 50,920**	**$ 9,109**	**15.17%**
Notes: *Various expenditure line items updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4840 **IT Management**								
Operating Expenses								
2500 **Equipment/Supplies**	370,000	380,000	400,000	450,000	50,000	395,207	54,793	12.18%
27000 General Supplies & Microsoft Licensing								
30,000 Financial Management Software								
10,000 AutoCad								
26,000 CivicPlus								
5,000 Bluebeam								
2,000 MuniCode								
238,000 EnerGov								
32,000 iWorQ License Maintenance								
2700 **Utilities**								
Cell Phones	45,000	45,000	45,000	30,000	(15,000)	26,304	3,696	12.32%
Total Operating	**415,000**	**425,000**	**445,000**	**480,000**	**35,000**	**$ 421,511**	**$ 58,489**	**12.19%**
Professional & Contracted Services								
3100 **Professional Services**	30,000	90,000	90,000	75,000	(15,000)	44,871	30,129	40.17%
IT Service Contract								
3300 **Training**	-	-	-	-	-	-	-	0.00%
Total Professional & Contracted	**30,000**	**90,000**	**90,000**	**75,000**	**(15,000)**	**$ 44,871**	**$ 30,129**	**40.17%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	2,000	7,500	7,500	7,500	-	204	7,296	97.28%
Total Misc.	**2,000**	**7,500**	**7,500**	**7,500**	**-**	**$ 204**	**$ 7,296**	**97.28%**
Capital								
7400 **Equipment (Computers, etc.)**	20,000	35,000	50,000	65,000	15,000	52,395	12,605	19.39%
Total Capital	**20,000**	**35,000**	**50,000**	**65,000**	**15,000**	**$ 52,395**	**$ 12,605**	**19.39%**
Total IT Management	**$ 467,000**	**$ 557,500**	**$ 592,500**	**$ 627,500**	**$ 35,000**	**$ 518,981**	**$ 108,519**	**17.29%**
Notes: *Various expenditure line items updated based on current trends.*								

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MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4850 **Promise Program**								
Personnel Services								
1100 **Salaries & Wages**	56,500	56,500	56,500	65,000	8,500	64,950	50	0.08%
Promise Program Manager								
1200 **Part-Time Wages**	-	-	-	-	-	-	-	0.00%
1300 **Over-Time Wages**	3,500	3,500	500	500	-	82	418	83.58%
1400 **Employee Benefits**	22,000	22,000	22,000	20,000	(2,000)	18,721	1,279	6.40%
Total Personnel	**82,000**	**82,000**	**79,000**	**85,500**	**6,500**	**$ 83,753**	**$ 1,747**	**2.04%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	500	500	1,250	1,250	-	546	704	56.32%
2300 **Travel**	2,000	2,000	1,500	1,200	(300)	20	1,180	98.32%
2400 **Office Supplies**	-	200	200	200	-	86	114	56.88%
2500 **Equipment/Supplies**	2,000	2,000	2,000	2,000	-	636	1,364	68.22%
Total Operating	**4,500**	**4,700**	**4,950**	**4,650**	**(300)**	**$ 1,288**	**$ 3,362**	**72.30%**
Professional & Contracted Services								
3100 **Professional Services**	2,000	2,000	6,000	6,500	500	6,020	480	7.38%
3300 **Training**	500	500	500	500	-	155	345	69.00%
3400 **Printing**	250	250	1,500	1,500	-	1,289	211	14.04%
Total Professional & Contracted	**2,750**	**2,750**	**8,000**	**8,500**	**500**	**$ 7,464**	**$ 1,036**	**12.18%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	1,000	850	500	500	-	-	500	100.00%
Total Misc.	**1,000**	**850**	**500**	**500**	**-**	**$ -**	**$ 500**	**100.00%**
Community Programs								
8200 **Events & Programs**	9,750	49,750	52,425	47,785	(4,640)	45,168	2,617	5.48%
Total Community Programs	**9,750**	**49,750**	**52,425**	**47,785**	**(4,640)**	**$ 45,168**	**$ 2,617**	**5.48%**
Total Promise Program	**$ 100,000**	**$ 140,050**	**$ 144,875**	**$ 146,935**	**$ 2,060**	**$ 137,674**	**$ 9,261**	**6.30%**
Notes: *Various expenditure line items updated based on current trends.*								

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-4900 PLANNING & ZONING								
100-4910 **Planning & Zoning**								
Personnel Services								
1100 **Salaries & Wages**	471,000	510,000	510,000	525,000	15,000	522,239	2,761	0.53%
Planning & Zoning Director								
Planning Engineer								
Staff Engineer II								
Senior Planner								
Planner II								
Planner I								
Planning Technician								
1200 **Part-Time Wages**	-	-	-	-	-	-	-	0.00%
1300 **Over-Time Wages**	6,000	6,000	7,500	7,500	-	6,738	762	10.17%
1400 **Employee Benefits**	195,000	205,000	205,000	200,000	(5,000)	191,387	8,613	4.31%
Total Personnel	**672,000**	**721,000**	**722,500**	**732,500**	**10,000**	**$ 720,364**	**$ 12,136**	**1.66%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	3,500	3,500	3,500	3,500	-	2,526	974	27.82%
2300 **Travel**	5,000	5,000	5,000	5,000	-	125	4,875	97.50%
2400 **Office Supplies**	500	500	500	500	-	-	500	100.00%
2500 **Equipment/Supplies**	1,000	1,000	1,000	1,000	-	14	986	98.55%
Total Operating	**10,000**	**10,000**	**10,000**	**10,000**	**-**	**$ 2,666**	**$ 7,334**	**73.34%**
Professional & Contracted Services								
3100 **Professional Services**	85,000	85,000	100,000	150,000	50,000	127,658	22,342	14.89%
John Janson								
Traffic Studies								
Impact Fee Study								
3200 **Contracted Services**								
SL County Addressing	7,500	10,000	10,000	10,000	-	6,795	3,205	32.05%
SL County Surveying	12,000	15,000	15,000	15,000	-	11,255	3,745	24.97%
3300 **Training**	7,500	7,500	7,500	7,500	-	1,440	6,060	80.80%
3400 **Printing**	1,000	1,000	1,000	1,000	-	-	1,000	100.00%
Total Professional & Contracted	**113,000**	**118,500**	**133,500**	**183,500**	**50,000**	**$ 147,148**	**$ 36,352**	**19.81%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	2,500	2,500	2,500	2,500	-	736	1,764	70.55%
Total Misc.	**2,500**	**2,500**	**2,500**	**2,500**	**-**	**$ 736**	**$ 1,764**	**70.55%**
Total Planning & Zoning	**$ 797,500**	**$ 852,000**	**$ 868,500**	**$ 928,500**	**$ 60,000**	**$ 870,913**	**$ 57,587**	**6.20%**
Notes: *Various expenditure line items updated based on current trends.*								

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MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET

Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
100-5100 PUBLIC WORKS								
100-5110 **Public Works**								
Personnel Services								
1100 **Salaries & Wages**	319,000	410,000	410,000	410,000	-	398,125	11,875	2.90%
Public Works Director								
~~*Stormwater Engineer*~~ *(Moved to Storm Water Fund)*								
Staff Engineer I								
~~*Public Works Inspector II*~~ *(Moved to Storm Water Fund)*								
Public Works Operations Manager								
Public Works Inspector II								
GIS/Website Technician								
Permit Technician (50%)								
1200 **Part-Time Wages**	-	12,000	12,000	15,000	3,000	10,801	4,199	27.99%
1300 **Over-Time Wages**	7,500	7,500	7,500	7,500	-	1,944	5,556	74.08%
1400 **Employee Benefits**	141,000	200,000	200,000	185,000	(15,000)	168,237	16,763	9.06%
Total Personnel	**467,500**	**629,500**	**629,500**	**617,500**	**(12,000)**	**$ 579,107**	**$ 38,393**	**6.22%**
Operating Expenses								
2100 **Books, Subscriptions, Memb.**	7,500	7,500	7,500	7,500	-	1,192	6,308	84.11%
2300 **Travel**	4,500	4,500	4,500	4,500	-	-	4,500	100.00%
2400 **Office Supplies**	-	-	-	-	-	-	-	0.00%
2500 **Equipment/Supplies**	3,500	3,500	3,500	3,500	-	722	2,778	79.36%
2700 **Utilities (Street Lights)**	37,500	37,500	37,500	37,500	-	34,908	2,592	6.91%
Total Operating	**53,000**	**53,000**	**53,000**	**53,000**	**-**	**$ 36,822**	**$ 16,178**	**30.52%**
Professional & Contracted Services								
3100 **Professional Services**	200,000	200,000	200,000	150,000	(50,000)	13,870	136,130	90.75%
Development Review Services								
3200 **Contracted Services**								
SL County Parks	390,000	390,000	390,000	390,000	-	390,000	-	0.00%
SL County Public Works	3,300,000	3,300,000	3,200,000	2,950,000	(250,000)	2,680,503	269,497	9.14%
SL County Street Lights (See Utilities)	-	-	-	-	-	-	-	0.00%
3300 **Training**	6,500	6,500	6,500	6,500	-	150	6,350	97.69%
3400 **Printing**	-	-	-	-	-	-	-	0.00%
Total Professional & Contracted	**3,896,500**	**3,896,500**	**3,796,500**	**3,496,500**	**(300,000)**	**$ 3,084,524**	**$ 411,976**	**11.78%**
Miscellaneous Expenses								
6100 **Misc. Expenses**	2,500	2,500	2,500	2,500	-	131	2,369	94.77%
Total Misc.	**2,500**	**2,500**	**2,500**	**2,500**	**-**	**$ 131**	**$ 2,369**	**94.77%**
Total Public Works	**$ 4,419,500**	**$ 4,581,500**	**$ 4,481,500**	**$ 4,169,500**	**$ (312,000)**	**$ 3,700,584**	**$ 468,916**	**11.25%**
Notes: *Various expenditure line items updated based on current trends.*								

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MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET								
Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
Fund 111 Class B & C Road								
Class B & C Road Expenditures								
2650 **Class C Road Maintenance**	1,700,000	1,700,000	1,800,000	2,050,000	250,000	1,376,588	673,412	32.85%
Total Class B & C Road	**$ 1,700,000**	**$ 1,700,000**	**$ 1,800,000**	**$ 2,050,000**	**$ 250,000**	**$ 1,376,588**	**$ 673,412**	**32.85%**
Notes: *Increased to equal Class B & C revenues.*								

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MILLCREEK FY 2020-21 GENERAL FUND EXPENSE BUDGET								
Department Budget	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Budget Available (8.3% of budget year remaining)
Total General Fund Expenses	$ 24,735,454	$ 29,737,044	$ 31,823,584	$ 35,521,135	$ 3,697,551	$ 24,618,505	$ 10,902,631	30.69%

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MILLCREEK FY 2020-21 CAPITAL IMPROVEMENT FUND REVENUE BUDGET

	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amt. of Change	Total Received
CAPITAL IMPROVEMENT PROJECT FUND						
450 CIP REVENUE						
3600 **MISCELLANEOUS**						
3610 **Interest Earnings**	25,000	25,000	10,000	5,000	(5,000)	-
3620 **Misc. (Grant, Match Funds)**	-	-	900,789	1,900,789	1,000,000	1,900,789
HB 244 Funds						
Total Miscellaneous	**25,000**	**25,000**	**910,789**	**1,905,789**	**995,000**	**1,900,789**
3800 **CONTRIBUTIONS**						
3820 **Use of CIP Fund Balance**	3,899,597	3,899,597	3,899,597	3,899,597	-	-
Total Contributions	**3,899,597**	**3,899,597**	**3,899,597**	**3,899,597**	**-**	**-**
3900 **OTHER SOURCES**						
3910 **Transfer from General Fund**	-	2,260,000	3,460,000	6,155,183	2,695,183	-
3920 **Transfer from Storm Water Fund**	776,000	776,000	776,000	776,000	-	-
Total Other Sources	**776,000**	**3,036,000**	**4,236,000**	**6,931,183**	**2,695,183**	**-**
Total CIP Revenue	**$ 4,700,597**	**$ 6,960,597**	**$ 9,046,386**	**$ 12,736,569**	**$ 3,690,183**	**$ 1,900,789**

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MILLCREEK FY 2020-21 CAPITAL IMPROVEMENT FUND EXPENSE BUDGET

	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amt. of Change	Total Expenditures	Balance Available	% Budget Available
CAPITAL IMPROVEMENT PROJECT FUND								
Capital Projects Expenses								
450-5410 **Capital Improvement Projects**								
7310 General CIP	1,775,000	1,775,000	1,775,000	1,775,000	-	296,151	1,478,849	83.32%
Pavement Preservation								
Jupiter Brockbank SW								
3900 S: I-215 to 2300 E Reconstruction								
900 E: 3900 S to 4500 S Safety Improvements								
Wasatch Blvd 3441 dip								
3900 S Bridge (300 W) Repair								
3900 S: Jordan River to 700 E								
3800 S Skyline HS Intersection								
7320 Sidewalk Projects	250,000	500,000	1,385,789	1,385,789	-	319,434	1,066,355	76.95%
4705 S: 1380 E to 1450 E SW								
Misc. Repair - Overlays								
SW 50/50 Program								
SW Cutting (Trip Hazards)								
4500 S: 1380 E to 1450 E SW								
Main Street - AT & SW								
700 E: Empire Ave to Redmaple Rd SW								
3300 S: 1885 E to 1940 E								
3300 S: 2404 E to Pioneer Street SW								
3300 S: 2600 E to 2700 E SW								
7330 Traffic Calming	50,000	50,000	50,000	50,000	-	42,056	7,944	15.89%
Misc.								
Signs								
DFS (Speed Signs)								
Neffs Lane								
7340 Storm Drain	776,000	776,000	776,000	776,000	-	335,616	440,384	56.75%
Emergency CIP								
Hillside Lane Drainage								
300 East: 3900 S to 4000 S								
Central Avenue Drainage Project								
Scott Avenue Drainage								

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MILLCREEK FY 2020-21 CAPITAL IMPROVEMENT FUND EXPENSE BUDGET

	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #1	FY 2020-21 Amendment #2	FY 2020-21 Amendment #3	Amt. of Change	Total Expenditures	Balance Available	% Budget Available
7350 Active Transportation	50,000	50,000	50,000	50,000	-	-	50,000	100.00%
3300 S. - x-walk (School for deaf & blind)								
Match - Misc. Locations								
TLC Circulation Study (SLC)								
7360 Lighting	-		-	-	-	-	-	0.00%
7370 Misc. Projects	1,799,597	3,809,597	5,009,597	7,699,780	2,690,183	1,870,880	5,828,900	75.70%
CDBG Sunnyvale Park								
Mountair Streeetscape								
TLC 3300 Corridor Study								
Highland Drive Reconfiguration								
Millcreek Common								
Other Misc. Projects								
9100 CIP Fund Balance	-	-	-	1,000,000	1,000,000	-	1,000,000	100.00%
Total CIP	**$ 4,700,597**	**$ 6,960,597**	**$ 9,046,386**	**$ 12,736,569**	**$ 3,690,183**	**$ 2,864,137**	**$ 8,872,432**	**98.08%**

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FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 STORM WATER REVENUE BUDGET

	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #3	Amount of Change	Total Received	% Received
STORM WATER REVENUE BUDGET					
510 STORM WATER					
3400 **CHARGES FOR SERVICES**					
3460 **Storm Water Fees**	2,775,000	1,700,000	(1,075,000)	1,646,962	96.88%
Total Charges For Services	**2,775,000**	**1,700,000**	**(1,075,000)**	**$ 1,646,962**	**96.88%**
3600 **MISCELLANEOUS**					
3610 **Interest Earnings**	5,000	2,000	(3,000)	-	0.00%
3620 **Misc. Income**	-	-	-	-	0.00%
Total Miscellaneous	**5,000**	**2,000**	**(3,000)**	**$ -**	**0.00%**
3800 **CONTRIBUTIONS**					
3820 **Use of Fund Balance**	-	-	-	-	0.00%
Total Contributions	**-**	**-**	**-**	**$ -**	**0.00%**
Total Storm Water Fund Revenue	**$ 2,780,000**	**$ 1,702,000**	**$ (1,078,000)**	**$ 1,646,962**	**96.77%**

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 STORM WATER FUND EXPENSE BUDGET

	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Available
STORM WATER FUND						
Storm Water Fund Expenses						
Personnel Services						
1100 **Salaries & Wages**	285,000	235,000	(50,000)	231,976	3,024	1.06%
Stormwater Engineer						
SW Inspector						
SW Inspector						
Billing Specialist						
1200 **Part-Time Wages**	15,000	-	(15,000)	-	-	0.00%
1300 **Over-Time Wages**	15,000	750	(14,250)	437	313	2.09%
1400 **Employee Benefits**	160,000	80,000	(80,000)	76,485	3,515	2.20%
Total Personnel	**$ 475,000**	**$ 315,750**	**$ (159,250)**	**$ 308,898**	**$ 6,852**	**1.44%**
Operating Expenses						
2100 **Books, Subscriptions, Memb.**	2,500	5,000	2,500	3,000	2,000	80.00%
2300 **Travel**	5,000	2,500	(2,500)	854	1,646	32.92%
2400 **Office Supplies**	2,000	500	(1,500)	-	500	25.00%
2500 **Equipment/Supplies**	25,000	20,000	(5,000)	9,864	10,136	40.54%
2650 **Vehicle Maintenance**	10,000	5,000	(5,000)	1,436	3,564	35.64%
2800 **Postage & Shipping**	5,000	500	(4,500)	-	500	10.00%
2900 **Fuel**	20,000	3,750	(16,250)	2,634	1,116	5.58%
Total Operating	**$ 69,500**	**$ 37,250**	**$ (32,250)**	**$ 17,789**	**$ 19,461**	**28.00%**
Professional & Contracted Services						
3100 **Professional Services**	90,000	110,000	20,000	91,581	18,419	20.47%
Rocky Mtn. Power						
3200 **Contracted Services**	384,000	50,000	(334,000)	8,191	41,809	10.89%
SL County						
3300 **Training**	15,000	5,000	(10,000)	200	4,800	32.00%
3400 **Printing**	5,000	1,000	(4,000)	-	1,000	20.00%
Total Professional & Contracted	**$ 494,000**	**$ 166,000**	**$ (328,000)**	**$ 99,972**	**$ 66,028**	**13.37%**

Exhibit A
FY 2020-21
Budget Amendment #3

MILLCREEK FY 2020-21 STORM WATER FUND EXPENSE BUDGET

	FY 2020-21 Adopted Budget	FY 2020-21 Amendment #3	Amount of Change	Total Expenditures	Budget Available	% Available
Miscellaneous Expenses						
6100 **Misc. Expenses**	20,000	5,000	(15,000)	3,421	1,579	7.90%
6400 **Administrative Expenses**	110,000	110,000	-	110,000	(0)	0.00%
Total Misc.	**$ 130,000**	**$ 115,000**	**$ (15,000)**	**$ 113,421**	**$ 1,579**	**1.21%**
Capital Expenditures						
7400 **Equipment (Computers, etc.)**	20,000	20,000	-	12,329	7,671	38.36%
7500 **Vehicles**	80,000	60,000	(20,000)	59,810	190	0.24%
Total Capital	**$ 100,000**	**$ 80,000**	**$ (20,000)**	**$ 72,139**	**$ 7,861**	**7.86%**
Other Financing Uses						
9100 **Contribution to Fund Balance**	$ 735,500	$ 212,000	(523,500)	-	212,000	28.82%
9300 **Transfer to CIP Fund**	$ 776,000	$ 776,000	-	-	776,000	100.00%
Total Other Financing Uses	**$ 1,511,500**	**$ 988,000**	**$ (523,500)**	**$ -**	**$ 988,000**	**65.37%**
Total Storm Water	**$ 2,780,000**	**$ 1,702,000**	**$ (1,078,000)**	**$ 612,218**	**$ 1,089,782**	**39.20%**

Exhibit A
FY 2020-21
Budget Amendment #3

Millcreek Fund Balance Reserve	**State Law Requires Municipalities to maintain at least 5% and no more than 35% of the General Fund in a reserve account.**	
	Fund Balance Reserve Amount	% of General Fund Budget
Fund Balance at the end of FY2017	**$ 1,812,257**	34.18%
Additional Fund Balance added in FY2018	$ 2,533,675	
Fund Balance at Beginning of FY 2019	**$ 4,345,932**	24.18%
Additional Fund Balance added in FY2019	$ 849,225	
Fund Balance at end of FY2019	**$ 5,195,157**	18.91%
UPD Reserve Funds	**$ 1,607,277**	
Unreserved Fund Balance	**$ 3,587,880**	
Additional Fund Balance added in FY2020	$ 1,548,302	
Use of Fund Balance FY2020	$ -	
Use of UPD Reserve Funds	$ -	
Fund Balance at end of FY2020	$ 6,743,459	24.88%
UPD Reserve Funds	$ 1,818,436	
Unreserved Fund Balance	**$ 4,925,023**	
Projected Additional Fund Balance FY2021	$ 2,750,000	
Projected Use of Fund Balance FY2021	$ -	
Projected Use of UPD Reserve Funds	$ -	
Projected Fund Balance at end of FY2021	$ 9,493,459	**26.73%**
Projected UPD Reserve Funds	$ 1,922,421	
Projected Unreserved Fund Balance	**$ 7,571,038**	

MILLCREEK, UTAH
ORDINANCE NO. 21-26

AN ORDINANCE APPROVING A MONETARY CONTRIBUTION OF UP TO $45,000 TO COMMUNITY COUNCILS, UP TO $150,000 TO UTAH VENTURE OUTDOORS AND UP TO $10,000 TO THE UTAH RIVERS COUNCIL

WHEREAS, the Millcreek Council ("Council") met in a regular session on June 28, 2021, to consider, among other things approving a monetary contribution of up to $45,000 to community councils, up to $150,000 to Utah Venture Outdoors and up to $10,000 to the Utah Rivers Council (collectively the "Appropriation"); and

WHEREAS, Utah Code Ann. § 10-8-2 requires, among other things, a study to support a monetary donation; and

WHEREAS, on or about June 4, 2021, a study ("Study") was completed by Bonneville Research, setting forth an analysis and demonstrating the purpose for the appropriation up to $45,000 to community councils, up to $150,000 to Utah Venture Outdoors and up to $10,000 to the Utah Rivers Council. A copy of the Study is attached to this Ordinance; and

WHEREAS, , on June 8, 2021, the Study was made available in Millcreek for review by interested parties; and

WHEREAS, on June 8, 2021, notice of a public hearing was posted in at least three conspicuous places within Millcreek and on the Utah Public Notice Website created in Section 63A-12; and

WHEREAS, on June 28, 2021, the Council held the requisite public hearing to receive public comments concerning the Appropriation; and

WHEREAS, all interested persons in attendance at the public hearing were given the opportunity to be heard, and written comments were solicited; and

WHEREAS, the Council finds that based on the Study and comments at the public hearing, the Appropriation will be used to enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort, and convenience of the inhabitants of Millcreek; and

WHEREAS, the Council finds that the Appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of Millcreek. Such goals and objectives include, but are not limited to, economic development, job creation, and job preservation; and

WHEREAS, the Council finds that the net value received for the monetary contribution is equivalent and includes certain intangible benefits to Millcreek, including, but not limited to, prosperity, moral well-being, comfort, and convenience to the inhabitants of Millcreek and economic development, job creation, and job preservation in Millcreek; and

WHEREAS, the Council finds that it has satisfied all the requirements of Utah Code Ann. § 10-8-2 to make the Appropriation.

NOW, THEREFORE, BE IT ORDAINED that the Council hereby approves a monetary contribution of up to $45,000 to community councils, up to $150,000 to Utah Venture Outdoors and up to $10,000 to the Utah Rivers Council.

This Ordinance, assigned Ordinance No. 21-26, 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 28th day of June, 2021.

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 21-26: AN ORDINANCE APPROVING A MONETARY CONTRIBUTION OF UP TO $45,000 TO COMMUNITY COUNCILS, UP TO $150,000 TO UTAH VENTURE OUTDOORS AND UP TO $10,000 TO THE UTAH RIVERS COUNCIL
was passed and adopted the 28th day of June, 2021 and certifies that copies of the foregoing Ordinance 21-26 were posted in the following locations within the municipality this ____ day of June, 2021.

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

_____
Elyse Sullivan, City Recorder

Bonneville Research

June 4, 2021

Introduction:

This analysis is intended to provide Millcreek, a Utah Municipality, and the Millcreek Council with the information required by the Utah Code Section 10-8-2. Appropriations -- Acquisition and disposal of property -- Corporate purpose -- Procedure.

Reason for the Study:

Utah Code § 10-8-2 and case law require a more rigorous review and approval process before the City can provide grants to nonprofit organizations. The process requires that the City complete a study before the grants are awarded.

Critical Elements of the Study:

In making the Study, the following factors shall be considered:

1. Completion of a study that addresses the following:
   a. The benefit the City will receive—tangible or intangible—in return for appropriated funds.
   b. An analysis of how the appropriation will be used to enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort, or convenience of Millcreek residents.
   c. Whether the appropriation is necessary and appropriate to accomplish any of the goals and objectives of the City, such as:
      i. Removing blight or underdeveloped properties;
      ii. Increasing the City's tax base;
      iii. Creating jobs;
      iv. Retaining jobs, and
      v. Any other identified public purpose that the appropriation might serve.
   d. Completion of a financial analysis showing projected financial returns to the City, if any, and the period of time over which the City will recoup the amount of the appropriation.
2. A finding by the Council that the development will promote the safety, health, prosperity, moral wellbeing, peace, order, comfort, or convenience of the Millcreek residents shall be adopted by Resolution citing the Study as evidence to support that finding.
3. The final appropriation shall be completed in accordance with the processes outlined in Utah Code Ann. § 10-8-2:

a. If the appropriation is made as an amendment to the current year's fiscal budget, then the appropriation shall be approved according to the process outlined in Utah Code Ann. § 10-8-2(3)(d).
b. If the appropriation is made as part of a future fiscal year budget, then the appropriation shall be approved during the regular annual budget process.

Millcreek Agreement – Millcreek proposes to make the following monetary appropriations for the Fiscal Year 2021/2022:

- Community Councils – Up to a total of $45,000
- Events (Utah Venture Outdoors, Inc, the special events group for the summer Venture Out! series; Millfreaks; and the annual Halloween party.) – Up to a total of $150,000
- Rain Barrel Program (partnering with Utah Rivers Council to provide subsidized water barrels for Millcreek residents) – Up to a total of $10,000

ANALYSIS

Chapter 2.56 of the Millcreek City Ordinance states the purpose of establishing community districts and recognizing community councils in the City is to provide a mechanism by which a geographical area may be identified as a community for purposes of formulating and presenting recommendations on actions within the authority of the City which affect that geographical area by force of law or practice, and:

Chapter 3.71.050 of the "Millcreek Code of Ordinances, 2017" states the City may appropriate funds or resources to aid a private enterprise project as provided by state law.

The stated purposes of the proposed Millcreek, a Utah Municipal Corporation, appropriations are as follows:

- Community Councils shall be encouraged to develop priorities regarding municipal services and facilities for its community district. These recommendations should be communicated in writing to the city council annually for use in policy development and in the budget process. According to duly held and well-publicized public hearings in each community district, community councils are encouraged to arrive at such recommendations.

    - Community Councils are encouraged to make recommendations concerning such applications to the city planning commission.

    - The Millcreek City Council may budget monies annually for the community councils which will be spent for administrative costs, including, but not limited to, legal notices, elections, newsletters, computers and software, other office equipment, dues to the association of community councils, city-sponsored community events and community council outreach activities or events, postage, stationery, and duplication costs. Funding will be provided according to budgeted

amounts and upon the direction of the city council.

- Utah Venture Outdoors, Inc. plan and execute Millcreek City-sponsored community-building special events that include a Friday night festival series and a Halloween event known as Millfreaks. Millcreek is working to integrate the arts into its economic development arsenal to achieve a wide range of direct and indirect economic goals. These events are intended to assist Millcreek in the following ways:

    - Supporting Millcreek economic and cultural resource development by generating economic vitality through crafts and cultural attractions;
    - Encouraging Millcreek residents to participate in healthy outdoor recreation that is available close to the community;
    - Helping to improve Millcreek quality of life, expand Millcreek businesses and tax revenue base, and create a positive community image; and
    - making Millcreek more attractive to highly desirable, knowledge-based employees, thus stimulating new forms of knowledge-intensive production to flourish.

- Rain Barrel Program – Will partner with Utah Rivers Council to reduce water consumption by providing subsidized water barrels for Millcreek residents. The Rain Barrels are expected to assist Millcreek in the following ways:

    - A rain barrel is a container that captures and stores rainwater draining from your roof. Barrels usually range from 50 to 80 gallons and have a spigot for filling watering cans and a connection for a soaker hose;
    - Rain barrels save homeowners money on their water bills. Garden and lawn irrigation accounts for 40 percent of residential water use during the summer. By using rain barrels, homeowners can save 1,300 gallons of water during the growing season. Rain barrels provide a free water source for irrigation and ease reliance on the City's water supply; and
    - Rain barrels help reduce the flow of storm runoff. When it rains, runoff picks up soil, fertilizer, oil, pesticides, and other contaminants from hard surfaces and landscapes. Rain barrels capture water that would have swept over a paved surface or lawn, thereby minimizing runoff pollutants.

The municipality of Millcreek's purpose for the above-listed appropriations will be to enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort, or convenience of the inhabitants of the municipality. The appropriations are necessary and appropriate to accomplish Millcreek's reasonable goals and objectives, a Utah Municipal Corporation, in the areas of economic development, job creation, affordable housing, blight elimination, job preservation, and the preservation of historic structures and property, and any other public purpose.

CONCLUSION AND REQUIERD FINDING:

The appropriations are necessary and appropriate to accomplish the public purposes of Millcreek, a Utah Municipal Corporation, in the areas of economic development, job creation, job preservation, to enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort, or convenience of the inhabitants of Millcreek, and therefore Millcreek, a Utah Municipal Corporation, will receive an adequate benefit in return for any money or resources appropriated.

GENERAL LIMITING CONDITIONS

Every reasonable effort has been made to ensure that the data contained in this Study reflect accurate and timely information, and it is believed to be reliable.

- *The Study is based on estimates, assumptions, and other information developed by Bonneville Research from its independent research effort, general knowledge of the region, primary data sources including Millcreek, the Utah State Tax Commission, and the Utah State Auditor's Office, and consultations with the Client's representatives.*

- *No responsibility is assumed for inaccuracies in reporting by the Client, its agents, or any other data sources used in preparing or presenting this Study. This report is based on information collected during June of 2021, and Bonneville Research has not undertaken any update of its research since this date. Bonneville Research makes no warranty that any of the projected values or results contained in this Study will actually be achieved. This report is not to be used in conjunction with any public or private offering of securities or other similar purposes. This Study is qualified in its entirety and should be considered in light of these limitations, conditions, and considerations.*

Robert Springmeyer

Robert Springmeyer, the Principal of Bonneville Research, performed this 10-8-2 Appropriations study.

Mr. Springmeyer is actively involved in the redevelopment and other economic impact projects. He has provided independent economic and redevelopment analysis for numerous urban renewal agencies within the State and completed “Fair Value Analyses” for Holladay Herriman and South Salt Lake Cities. Mr. Springmeyer is the Board Chairman of Bonneville Research. He has directed the Economic Analysis/Tax Studies completed for the Downtown Alliance, the Utah State Tax Review Commission, Salt Lake County, Brigham City, Salt Lake, Sandy, Bountiful, and South Jordan Cities, including the Urban Renewal Agencies of Salt Lake, Taylorsville, Holladay, South Salt Lake, Draper, West Jordan, Ogden, South Jordan, Sandy, and Murray. He is educated in Political Science, Economics, and Business Management, consulted with local governments for over 40 years and has been listed in Who's Who in Finance, and Who's Who in the West.

MILLCREEK, UTAH
ORDINANCE NO. 21-27

AN ORDINANCE REGULATING, PREVENTING, AND BANNING THE DISCHARGE OF FIREWORKS WITHIN AREAS OF THE CITY THAT ARE EAST OF 900 EAST STREET

WHEREAS, the Millcreek City Council (the *"Council"*) met in regular session on June 28, 2021 to consider among other things, regulating, preventing, and banning the discharge of fireworks within areas of the City that are East of 900 East Street: and

WHEREAS, the fire code official has advised the Council by letter dated June 16, 2021, a copy of which is attached hereto, that existing or historical hazardous environmental conditions under Utah Code Ann. § 15A-5-202.5(1)(b) necessitates controlled use of any ignition source including fireworks as defined in Utah Code Ann. § 53-7-202, lighters, matches, sky lanterns, and smoking materials in bush-covered or dry grass-covered areas, within 200 feet of waterways, trails, canyons, washes, ravines, or similar area, or a limited area outside the hazardous areas described herein to facilitate a readily identifiable closed area in accordance with Utah Code Ann. § 15A-5-202.5(2), specifically areas of the City that are east of 900 East Street; and

WHEREAS, the Council finds that based on the attached letter the Council finds that an existing or historical hazardous environmental conditions under Utah Code Ann. § 15A-5-202.5(1)(b) necessitates controlled use of any ignition source including fireworks as defined in Utah Code Ann. § 53-7-202, lighters, matches, sky lanterns, and smoking materials in bush-covered or dry grass-covered areas, within 200 feet of waterways, trails, canyons, washes, ravines, or similar area, or a limited area outside the hazardous areas described herein to facilitate a readily identifiable closed area in accordance with Utah Code Ann. § 15A-5-202.5(2), specifically areas of the City that are east of 900 East Street; and

WHEREAS, the fire code official has produced a map ("Map") a copy of which is attached hereto, that identifies the existing or historical hazardous environmental conditions under Utah Code Ann. § 15A-5-202.5(1)(b) that necessitate controlled use of any ignition source including fireworks, lighters, matches, sky lanterns, and smoking materials in bush-covered or dry grass-covered areas, within 200 feet of waterways, trails, canyons, washes, ravines, or similar area, or a limited area outside the hazardous areas described above to facilitate a readily identifiable closed area in accordance with Utah Code Ann. § 15A-5-202.5(2), specifically areas of the City that are east of 900 East Street; and

WHEREAS, the Council finds that based on the Map that the areas designate for closure are closed areas along readily identifiable features like major roadways, waterways, or geographic features in accordance with Utah Code Ann. § 15A-5-202.5(2), specifically areas of the City that are east of 900 East Street; and

WHEREAS, the Council finds that based on the Map the boundary of the designated closed areas is as close as is practical to the defined hazardous area, provided that the closed area may include areas outside of the hazardous area to facilitate a readily identifiable line; and

WHEREAS, the Council finds that the Map is readily available to the public because the Map will supplement the historical hazardous environmental conditions county-wide map as contemplated in Utah Code Ann. § 53-7-225(6); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the inhabitants of Millcreek to ban the use of fireworks within certain areas of the city, specifically areas of the City that are east of 900 East Street.

NOW, THEREFORE, BE IT ORDAINED except for display operators properly licensed as required by Utah law it is unlawful for any person to discharge a class C common state approved explosive in the areas identified as restricted, in red, on the Map.

BE IT FURTHER ORDAINED that the definition of "a class C common state approved explosive" shall be as defined in Utah Code Ann. § 53-7-202(5). All other terms shall have the same meaning as set forth in the Utah Fireworks Act, Utah Code Ann § 53-7-220 et seq.

BE IT FURTHER ORDAINED that any person convicted of violating the provisions of this ordinance shall be guilty of an infraction.

PASSED AND APPROVED this 28th day of June 2021.

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 21-27: AN ORDINANCE REGULATING, PREVENTING, AND BANNING THE DISCHARGE OF FIREWORKS WITHIN AREAS OF THE CITY THAT ARE EAST OF 900 EAST STREET
was passed and adopted the 28th day of June 2021 and certifies that copies of the foregoing Ordinance 21-27 were posted in the following locations within the municipality this ____ day of June, 2021.

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

_____
Elyse Sullivan, City Recorder

June 16, 2021

To: City of Millcreek

I have been asked to provide guidance as to the currently existing environmental conditions that are in effect as they may impact your legislative bodies' evaluation of additional fireworks restrictions beyond those created based upon historical conditions.

The US Drought Monitor shows most of Salt Lake County in the D-4, Exceptional Drought category. I received a report Saturday from the Division of Forestry Fire and State Lands that shows we are clearly following the historic dry line and explosive potential. This means that along the Wasatch Front, the energy release component of vegetation is near maximum potential and the fuel moisture well below average. Given the unusually high temperatures and low humidity the past few days since these reports, conditions have become drier.

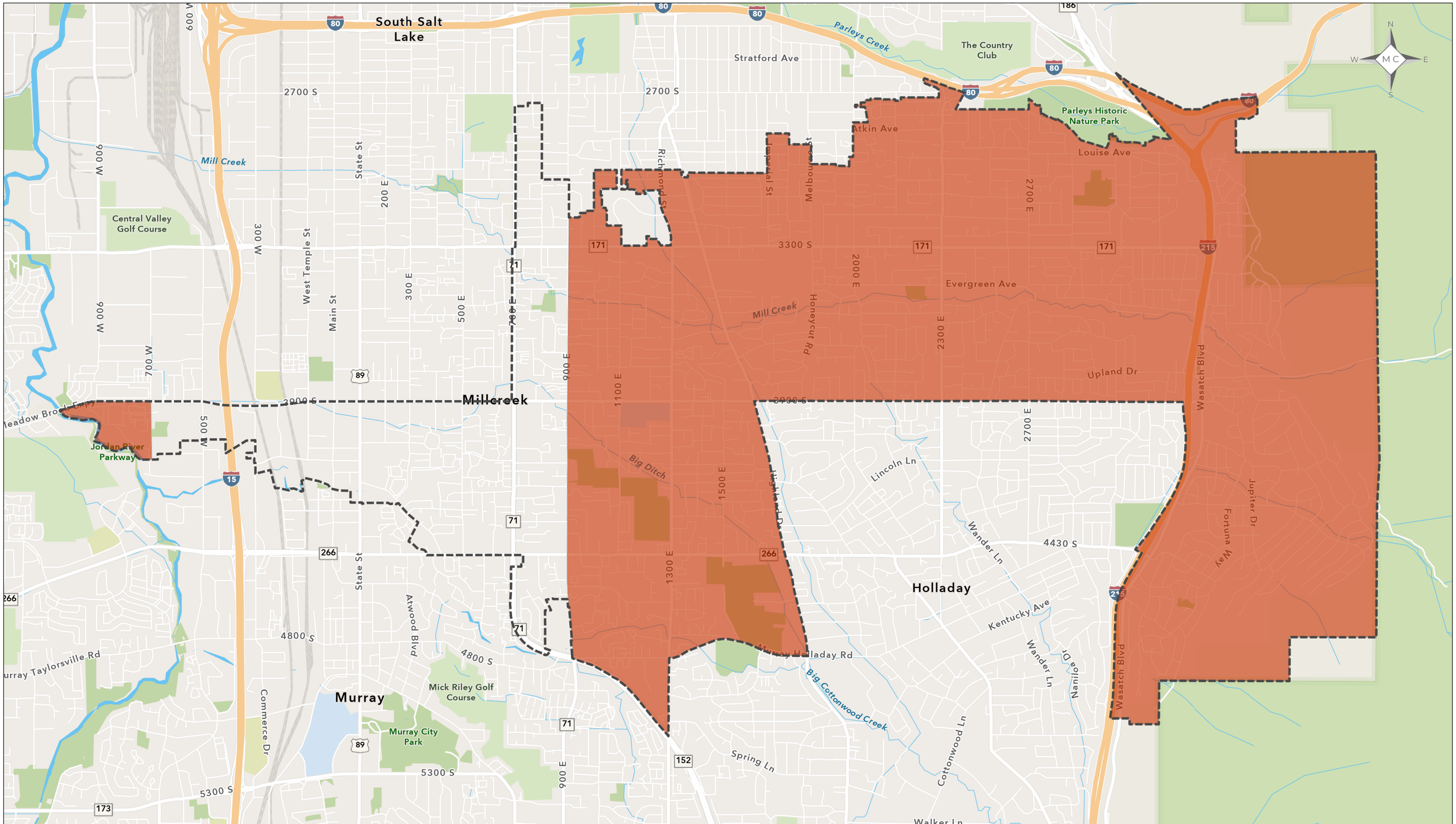
Water conservation measures, while necessary, will contribute to even drier vegetation conditions around and within residential neighborhoods as the season progresses, such as the drying out of bushes, trees, and lawns. This will increase the fire potential during this fireworks season even in areas not traditionally covered by fireworks bans.

Given these reports, factors and conditions, I have determined, as the fire code official, that hazardous environmental conditions exist that necessitate the controlled use of ignition sources from 900 East eastward, at a minimum. I recommend that your entity evaluate the restrictions of ignition sources, including fireworks, at this line of demarcation and prohibit their use in those areas east of 900 East that your legislative bodies determine meet the criteria provided for in Utah Code §15A-5-202.5(1)(b)(1) and (2).

We will continue to monitor conditions. Should they worsen, other areas may need to be considered.

Please feel free to contact our office should you have any questions.

Brad Larson
Fire Marshal / Unified Fire Authority
4965 S Redwood Rd / Taylorsville, UT 84123
801-743-7227 o / 801- 205-4080 c
blarson@unifiedfire.org



0 2,000 4,000 8,000 Feet

Firework Restrictions - 2021

Author: Brian Busch - Millcreek GIS
Spatial Reference: WGS 1984 Web Mercator Auxiliary Sphere
Path: C:\Users\bbusch\Documents\ArcGIS\Projects\CommunityMaps\CommunityMaps.aprx

Sources:
Utah State AGRC
Salt Lake County
Millcreek

Published:
22 June 2021

MILLCREEK, UT 2021 FIREWORK RESTRICTIONS

The information depicted on this map is not field verified and is for general reference only. The information is not intended to be used to determine property ownership, final building or site design, jurisdictional boundaries, or to replace a certified topographical or boundary survey, or any other legal document.

Millcreek makes no warranty with respect to the accuracy, completeness or usefulness of this publication, or the consequential damages resulting from the use or misuse of this publication, or any of the information contained herein.

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

MILLCREEK, UTAH
RESOLUTION NO. 21-24

A RESOLUTION APPROVING FIRST AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SALT LAKE COUNTY AND MILLCREEK FOR PARK SERVICES

WHEREAS, the Millcreek Council ("*Council*") met in regular session on June 28, 2021, to consider, among other things, approving the First Amendment to Interlocal Cooperative Agreement between Salt Lake County and Millcreek for park services; and

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

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

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to approve the First Amendment to Interlocal Cooperative between Salt Lake County and Millcreek for; and

WHEREAS, a First Amendment for park services between Salt Lake County and Millcreek has been presented to the Council for review and approval, a copy of which is attached hereto ("*First Amendment*"); and

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

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

This Resolution assigned No. 21-24, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 28th day of June, 2021.

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

SALT LAKE COUNTY
CONTRACTS & PROCUREMENT

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: CA0000000000797

Sold To: Millcreek

Description: PAR-Interlocal- Parks Services for Millcreek City according to Exhibit A. City to pay a fixed cost of $388,186 for Base Services & will not exceed that amount w/out consent from City. Term to 6/30/21; may amend to renew//AMD#1 renew to 06/30/22

Revenue Amount: **$0.00**

Agency Name: Parks & Recreation

Start Date: 2020-12-02 **End Date:** 2022-06-30

First Amendment to the Interlocal Cooperation Agreement Between Salt Lake County and Millcreek for Park Services

THIS FIRST AMENDMENT to Salt Lake County Contract No. CA0000000000797 (the "Agreement") is between SALT LAKE COUNTY (the "County") and Millcreek ("City"). County and City are collectively referred to hereafter as the "Parties."

RECITALS

A. The Parties entered into the Agreement for the County to lease provide City with park services; and

B. The term of the Agreement ends June 31, 2021, with five additional one-year extension terms;

C. The Parties now desire to amend the Agreement for the first one-year extension term.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the Parties hereby agree to amend the original Agreement as follows:

I. The term of the Agreement is hereby amended to be renewed effective for the first one-year Additional Term, with the Agreement now terminating on June 31, 2022 unless terminated as otherwise provided in the Agreement.

II. The date this First Amendment to the Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the effective date of this First Amendment.

III. Unless specifically altered in this amendment, all other terms and conditions of the original Agreement remain in full force and effect.

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

Signature: Kimberly Barnett Digitally signed by Kimberly Barnett Date: 2021.06.07 10:03:23 -06'00'
Mayor or Designee

Date: _____

Division Approval:

Signature: _____
Martin Jensen,
Division Director

Approved as to Form:

Signature: Digitally signed by David A. Johnson Date: 2021.06.03 10:18:38 -06'00'

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

MILLCREEK CITY

Signature: _____
Jeff Silvestrini, Mayor
Date: _____

ATTEST:

Signature: _____
Elyse Sullivan, City Recorder

Date: _____

Approved as to Form and Legality:

Signature: _____
John Brems, City Attorney

Date: _____

MILLCREEK, UTAH
RESOLUTION 21-25

A RESOLUTION APPROVING THE RENEWAL OF A LOBBYIST SERVICE CONTRACT WITH CAPSTONE STRATEGIES, LLC

WHEREAS, the Millcreek Council ("Council") met in regular meeting on June 28, 2021, to consider, among other things, approving the renewal of a lobbyist service contract with Capstone Strategies, LLC; and

WHEREAS, the Council has determined that it is in the best interest of the City to renew a lobbyist service contract with Capstone Strategies, LLC; and

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

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

PASSED AND APPROVED by the Council this 28th day of June 2021.

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

CAPSTONE STRATEGIES, LLC.
LEGISLATIVE AGREEMENT
MILLCREEK CITY

Issue Development & Legislative Strategy

As the lobbyist/government consultant for Millcreek City services, to include, but not limited to:

- Research and issue development – We will work with the City to ensure all proactive or reactive research is completed to further the goals established by Millcreek City.

- Meeting attendance – We will be available and attend any meetings requested by the City relating to the legislative needs.

- Meetings – In developing a proactive legislative program, meetings with legislators will be set up to improve relationships, educate legislators and to build the necessary legislative coalitions.

- Meetings – when necessary, meetings will be set up with other lobby entities or groups to either attempt to diffuse negative legislation or to build a broader coalition.

- Monitor legislation – We will monitor legislation either designated important by Millcreek City or by Capstone and regularly report updates.

- Personal relationships – We will utilize the personal relationships developed over 45 years with the state administration and legislators to benefit Millcreek.

- Communications – We will share information and educate the legislature as we fulfill our responsibility and earn the support for the legislative positions of Millcreek.

- Communications – We will provide regular electronic updates to the City. Additionally, when timing is critical, real-time written or verbal updates and requests will be made. At those critical junctures and immediate action is required, immediate contact will be made, issues will be assessed and recommendations will be made.

Compensation

This contractual relationship is July 1, 2021 through June 30, 2022. Compensation will be $30,000, beginning July 2021 in monthly installments of $2,500 upon receiving an electronic invoice from Capstone Strategies.

_____	_____
Millcreek City	Capstone Strategies, LLC

MILLCREEK, UTAH
RESOLUTION 21-26

A RESOLUTION APPROVING THE RENEWAL OF A MANAGED INFORMATION TECHNOLOGY SERVICE CONTRACT WITH LES OLSON COMPANY

WHEREAS, the Millcreek Council ("Council") met in regular meeting on June 28, 2021, to consider, among other things, approving the renewal of a managed information technology service contract with Les Olson Company; and

WHEREAS, the Council has determined that it is in the best interest of the City to renew a managed information technology service contract with Les Olson Company; and

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

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

PASSED AND APPROVED by the Council this 28th day of June 2021.

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



LOC LES OLSON I.T. COMPANY

YOUR OFFICE TECHNOLOGY PARTNER

MIT CONTRACT

Prepared for:

Millcreek City

Kurt Hansen
khansen@millcreek.us
3330 S 1300 E

3244 S 300 W
Salt Lake City, Utah 84115
www.lesolson.com
1(801) 486-7431



Prepared By:

Sam Thaller

Salt Lake - Corporate
Email: sam.thaller@lesolson.com
Office:
Mobile:

LES OLSON I.T. COMPANY
3244 S 300 W
Salt Lake City, Utah 84115
www.lesolson.com
1(801) 486-7431

Remote Maintenance & Monitoring

Description	Recurring	Qty	Ext. Recurring
Elite Desktop - Business Hours - Support for Desktops including Patch Whitelist, AV, LogMeIn Pro, remote and onsite system support including configuration and troubleshooting available 8-5 Mon-Fri, excluding holidays. See product descriptions in Attachment A	$70.00	63	$4,410.00
Elite Server Care - Server monitoring, Patching, AV, & support [Billed Monthly] See product descriptions in Attachment A	$125.00	2	$250.00

Special Terms:

Included Services
Remote and Onsite support as requested Monday through Friday 8-5
Afterhours Remote and Onsite Support as requested from 5-8 weekday evenings only when needed
Weekend Remote and Onsite support as requested during the hours of 8-5 on Saturday and Sunday only when needed
Any support outside support windows listed above would be billed at $195 per hour for emergency support needs.

Also, 3-4 evenings per month of schedule after hours for Town Hall meetings, and City planning meetings. These are scheduled out well in advance.

Other included services,

Monthly and Quarterly reporting
Strategic Planning
Virus protection
Firewall management and updates
Network Maintenance
Cyber Security Awareness Training In person training
Dedicated Account Manager
Adding and removing mailboxes
office 365 Management
Asset Tracking and Management
VPN Creation

Projects will be billed separately

Remote Maintenance & Monitoring

Description	Recurring	Qty	Ext. Recurring

Project/Incident Work - Projects will be scoped and approved by customer prior to work beginning * No estimate of hours is considered a “not to exceed estimate of hours”, additional work will be billed separately from the monthly RMM services. - At rates below+

Additional Service/Excess Hours Work

Desktop	$85.00 Per Hour
Server	$115.00 Per Hour
Advanced (Routing, Switching, Firewall, etc.)	$150.00 Per Hour
After Hours Onsite Support	$195.00 Per Hour

Monthly Subtotal: **$4,660.00**

Monthly Security Services

* Contains Optional Items

Description	Recurring	Qty	Ext. Recurring
Detect and Respond Active Threat Management – 24/7 SOC Response Endpoint provides fully SOC-supported endpoint monitoring and threat detection to identify active threats and remediate attacks. Powered by SentinelOne, Detect & Respond - Endpoint builds on foundational security to rapidly identify and halt even the most sophisticated attacks, minimizing harm and reducing risk to client endpoints.	$17.95	1*	$17.95
Detect and Respond Advanced Network Security Logging and Reporting Server/Firewall Includes Complete SIEM services and SOC support with real-time alerting, network log and activity monitoring with reporting to help demonstrate compliance.	$59.95	3	$179.85
Advanced Network Security Logging and Reporting – Desktops Includes real-time alerting & activity monitoring with reporting to help demonstrate compliance.	$19.95	1*	$19.95

* Optional Monthly Subtotal: **$37.90**

Monthly Subtotal: **$179.85**

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Sophos Security

Description	Recurring	Qty	Ext. Recurring
 **Sophos Central Intercept X**	$0.00	41	$0.00
 **Sophos Central Intercept X Advanced for Server**	$0.00	2	$0.00
 **Sophos Central Phish Threat - [Quarterly according to usage]**	$3.15	1	$3.15
 **Sophos Central Mobile Advanced**	$8.55	11	$94.05

Monthly Subtotal: **$97.20**

Proofpoint

* Contains Optional Items

Description	Recurring	Qty	Ext. Recurring
proofpoint. **Proofpoint Business [Billed Monthly] Features include: -Signature-based Anti Virus -Spam Filtering -Reporting -Content Filtering -Outbound Filtering -Zero Hour Threat Detection -URL Defense -Attachment Defense -Data Loss Prevention (DLP)**	$5.00	1*	$5.00
proofpoint. **Proofpoint Advanced [Billed Monthly] Features include: -Signature-based Anti Virus -Spam Filtering -Reporting -Content Filtering -Outbound Filtering -Zero Hour Threat Detection -URL Defense -Attachment Defense -Data Loss Prevention (DLP) -Email Encryptio**	$7.00	1*	$7.00
proofpoint. **Proofpoint Professional [Billed Monthly] Features include: -Signature-based Anti Virus -Spam Filtering -Reporting -Content Filtering -Outbound Filtering -Zero Hour Threat Detection -URL Defense -Attachment Defense -Data Loss Prevention (DLP) -Email Encry**	$8.00	1	$8.00

* Optional Monthly Subtotal: **$12.00**

Monthly Subtotal: **$8.00**

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Backup & Disaster Recovery

* Contains Optional Items

Description	Recurring	Qty	Ext. Recurring
Datto File Protection - Desktop	$15.00	1*	$15.00
Datto File Protection - Server	$60.00	1*	$60.00
SaaS Backup for Office 365 and Google G-Suite 1 Year Cloud Retention Monthly Service 1-99 Users (1 Year Commitment)	$2.45	1	$2.45
Unlimited Storage 1 Year Cloud Retention - [Billed Monthly] All time-based cloud retention follows the schedules below: -Intra-Daily to Daily after 7 days -Daily to Weekly after 2 weeks -Weekly to Monthly after 6 weeks Gives User access to data backups	$560.00	1	$560.00

* Optional Monthly Subtotal: **$75.00**

Monthly Subtotal: **$562.45**

O365 Licensing

* Contains Optional Items

Description	Recurring	Qty	Ext. Recurring
Exchange Online (Plan 1)	$4.00	1*	$4.00
Microsoft Business Basic	$5.00	1*	$5.00
Microsoft Business Standard	$12.50	1*	$12.50
Microsoft Business Premium	$20.00	1*	$20.00
Microsoft Apps for Business	$8.50	1*	$8.50

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O365 Licensing

* Contains Optional Items

Description	Recurring	Qty	Ext. Recurring
Visio Online (Plan 1)	$15.00	1*	$15.00
Project Plan 1	$10.00	1*	$10.00

* Optional Monthly Subtotal: **$75.00**

Fully Managed Contract



Prepared by:

Salt Lake - Corporate

Sam Thaller
sam.thaller@lesolson.com

Prepared for:

Millcreek City

3330 S 1300 E
Millcreek, UT 84106
Kurt Hansen
(801) 214-2700
khansen@millcreek.us

Quote Information:

Quote #: MIT101777

Version: 1
Delivery Date: 06/17/2021
Expiration Date: 07/31/2021

Monthly Expenses Summary

Description	Amount
Remote Maintenance & Monitoring	$4,660.00
Monthly Security Services	$179.85
Sophos Security	$97.20
Proofpoint	$8.00
Backup & Disaster Recovery	$562.45
Monthly Total:	**$5,507.50**

*Optional Expenses

Description	Recurring
Monthly Security Services	$37.90
Proofpoint	$12.00
Backup & Disaster Recovery	$75.00
O365 Licensing	$75.00
Optional Subtotal:	**$199.90**

Initial agreement is for 12 months starting July 1, 2021; the contract will auto-renew for an equal period unless terminated by the Customer or Les Olson upon thirty (30) days written notice to the other party. By executing this agreement, I acknowledge that I have read and understand this Agreement and I certify that I am authorized to execute this Agreement on behalf of customer. Authorized signature acknowledges terms/conditions and expiration dates. Agreement quantities may fluctuate during the term of the agreement commensurate with actual devices in organization. Removed devices must be reported to Les Olson Company via email to receive adjusting pricing. Project work is outside of the covered monthly services. Projects include (but are not limited to) Software Audits, Appliance configuration/re-configuration, network reconfiguration (vLAN for phone, QoS config, 3rd party software installation and configuration/re-configuration) firewall, desktop, or server, etc. All project work is scoped in advance and is coordinated with appropriate 3rd party providers (phone, appliance, cloud vendors, etc.). Security products are not a guarantee against compromise. Remediation of compromise (other than SOC response to active threat) is billed at indicated rates. Security & SOC services do not include physical forensic services, onsite remediation or notification services that may be required by state, local or federal agencies. Security Assessment and Reporting functions do not indicate compliance with any regulation, but are intended to provide a framework for best practices evaluation, changes, and demonstrations of

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compliancy efforts including log management and review. Existing systems are expected to be serviced by their respective provider (i.e. AV equipment, phone systems, phone handsets and other specialty or IoT hardware). The terms and conditions within this Agreement correctly set forth the entire agreement between parties.

Salt Lake - Corporate

Signature: _____

Name: _____

Title: _____

Date:

Millcreek City

Signature: _____

Name: Kurt Hansen

Date: _____

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Attachment A - Product Descriptions

(your agreement may not include all listed services. Please reference your agreement for your product subscriptions)

Essential Server Care + includes 24/7 monitoring and ticket alerts to Les Olson Company with antivirus and monitored system patching. [Requires that systems be powered on and connected to an internet connection]

- LogMeIn Pro remote control software
- Patch Whitelisting & Blacklisting
- Webroot Antivirus
- Automatic Ticketing for RMM reported issues

Total Desktop Care + includes constant Desktop Monitoring via RMM client and RMM ticketing of issues. [Requires that systems be powered on and connected to an internet connection]

- LogMeIn Pro Remote Control
- LogMeIn Pro Remote Control (End-User Access)
- Patch Whitelisting & Blacklisting
- Webroot anti-virus software

Elite Server Care includes 24/7 monitoring and ticket alerts to Les Olson Company for review or resolution with business hours remote response, and on-site (when required) maintenance Mon-Fri 8-5 (excluding holidays). Any event requiring additional hardware or replacement hardware will be coordinated with Customer for approval prior to taking action. Any after-hours work is to be scheduled in advance and will incur additional charges. Emergency after hours response (unplanned) will be performed at Best Efforts with no guaranteed response time. Elite Server care also includes proactive server maintenance and includes the following products and services: [Requires that systems be powered on and connected to an internet connection]

- Hardware and Software Reporting
- LogMeIn Pro
- Patch Whitelisting Service
- Antivirus management
- Remote Restart
- Remote Problem resolution where possible
- Automatic Ticketing for RMM reported issues
- Patch Deployment
- Global policy troubleshooting
- System Performance analysis
- MS Service Pack Installation

Elite Helpdesk - Business Hours includes constant Desktop Monitoring via RMM client and RMM ticketing of issues with business hours remote response, and on-site (as required) maintenance Mon-Fri 8-5 (excluding holidays). Elite Help Desk also includes these products/features. There is no limit to the number of support calls during business hours. Any after-hours work is to be scheduled in advance and will incur additional charges. Emergency after hours response (unplanned) will be performed at Best Efforts with no guaranteed response time. [Requires that systems be powered on and connected to an internet connection]

- Hardware & Software Reporting
- Performance & Preventative Maintenance Reports
- LogMeIn Pro Remote Control
- LogMeIn Pro Remote Control (End-User Access)
- Patch Whitelisting
- Antivirus Software & Management
- Desktop Performance Monitoring
- Webroot anti-virus software & AV Management

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Profile and Fortify Provides advanced profiling, risk scoring and identification of gaps in coverage to help you define security policies for your business. Includes Webroot DNS for advanced DNS protections and reporting as well as web based Security Awareness Training (SAT) for your users. *requires RMM agent and Webroot AV software base

- Webroot DNS services to block known bad sites and capture user information on sites visited
- Web based Security Awareness Training (SAT)
- Reporting from each system to identify coverage gaps and recommendations

Detect and Respond Active Threat Management – 24/7 SOC Response: includes advanced threat detection management software and issue remediation (includes software and 24/7 SOC support).LogMeIn Pro Remote Control

- SentinelOne advanced behavior based software to identify and contain security related threats
- 24/7 SOC support to respond to detected events and remediate where possible
- Event logging and reporting for issues found and remediated

Advanced Network Security Logging Server/Firewall/Switch Includes Complete SIEM logging and reporting services. Network log and activity monitoring is compiled and reported with notations to help demonstrate compliance with industry standards (i.e. PFI, PII, PCI, HIIPA, SOX, GLB, etc.).

- SIEM Sensor installed on Servers, Firewalls and Switches with log stream to SOC for continual analysis
- SOC response to detected events
- Full Log Review to help demonstrate compliance

Attachment A - Product Descriptions continued

Advanced Network Security Logging Desktop Includes Complete SIEM logging and reporting services. Network log and activity monitoring is compiled and reported with notations to help demonstrate compliance with industry standards (i.e. PFI, PII, PCI, HIIPA, SOX, GLB, etc.).

- SIEM Sensor installed on desktop PC's with log stream to SOC for continual analysis
- SOC response to detected events
- Full Log Review to help demonstrate compliance

Work Request: At customer request or upon automated ticket creation, Les Olson Company will respond to issues via remote (when possible) or onsite (if required) during normal business hours (Monday - Friday 8-5 excluding holidays) to obtain issue resolution. All work requests are ticketed for tracking and accounting and are billed at the rates noted on page 1 of this agreement. Remote work is billed in quarter (1/4) hour increments and work requiring onsite is billed with a 1 hour minimum and in 1/4 hour increments thereafter.

Project work: All project work will be defined in advance with customer approval for time and materials based work prior to work being performed.

For issues that are generated by the RMM agent, or work requests from customer, LOC engineers will respond and resolve the issue using customers monthly support hours. Any project work requests will be billed at the contracted rates (page 1).

Security products are not a guarantee against compromise. Remediation of compromise (other than SOC response to active threat) is billed at indicated rates. Security & SOC services do not include physical forensic services, onsite remediation or notification services that may be required by local or federal agencies.
Listed services are not considered a hardware warranty extension. Current agreements with existing hardware & software vendors must be maintained. Hardware replacement/repair is performed at time and materials rates. Backup of data is not part of the services provided in this agreement unless specifically noted. It is expected that all devices are in a single location unless otherwise noted. Devices in alternate locations may incur travel/other charges

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Managed Services Agreement

1. Term of Agreement

1.1. This agreement shall become effective upon signing and coverage shall be continuous for the time frame as specified. Unless specifically noted in this agreement by Les Olson Company, or notified in writing thirty (30) days prior to the expiration date by the Customer or Les Olson Company, this Agreement shall be automatically renewed for the same successive period of time upon the terms and conditions then in effect subject to any price/rate increase at any twelve (12) month interval thereafter. All Agreements are reviewed annually and subject to annual price adjustments, (typically will not to exceed 10%) and is based on changes in current service costs. In addition direct prices increase such as fuel, parts, software licensing and supplies may be passed on to Customer when incurred.

2. Termination

2.1. This Agreement may be terminated by the Customer or Les Olson upon thirty (30) days written notice to the other party.

2.2. If either party terminates this Agreement, Les Olson Company will assist Customer in the orderly termination of services, including timely transfer of the services to another designated provider. Customer agrees to pay Les Olson Company the actual costs of rendering such assistance.

3. Managed Services

3.1. Les Olson Company will perform specific scheduled support, monitoring and administration identified below.

3.1.1. Les Olson Company will monitor all devices under this agreement 24 hours a day, 7 days a week via an Internet connection (monitored equipment must be powered on and connected to an active ISP connection). Customer hereby consents to remote access by Les Olson Company to Customer's network.

3.1.2. All Devices under this agreement will be monitored for up/down status. Should a device go off-line, Les Olson Company will notify the Customer immediately during normal business hours.

3.1.3. Les Olson Company will connect to each of the devices via an Internet connection and perform routine and preventative maintenance such as reboots, security updates, and review backup events as described on page one, and verify anti-virus and malware services are current during normal business hours.

4. Support Services

4.1. Les Olson Company will provide Technical Support Services consisting of assistance to Customer in the resolution of network and/or network related problems via telephone, remote control software over the Internet, or on-site visits as Les Olson Company determines best.

4.2. Les Olson Company will provide phone support for Customer during the standard business hours of 8:00a.m to 5:00P.M. Monday through Friday, excluding LOC observed holidays. Customer may contact Les Olson Company to resolve any network related problem that may arise on Customer's network environment.

4.3. Should emergency service be required outside the standard business hours, weekends, or Les Olson Company Observed Holidays the Customer shall call Les Olson Company Service Desk number (801) 983-7711 create a ticket with the Help Desk for escalation to after-hours support, or call the After Hours automated system at (801) 983-7713 to initiate after hours support.

4.4. Les Olson Company may, at customer request, act as a liaison between Customer and designated software and hardware manufacturer(s) for problem resolution. In the event services are required from the manufacturer, it shall be the Customer's responsibility to pay the manufacturer for such services. In the event a manufacturer provides Les Olson Company with a "fix" and Les Olson Company installs such fix, upon Customer request and Les Olson Company acceptance, Customer will be billed by Les Olson Company for such liaison & installation service as detailed in Section 5 of this agreement.

5. Additional Service Work

5.1. Les Olson Company may recommend improvements (Additional Service Work) to Customer's network and/or network related hardware and software based on Les Olson Company experience and industry accepted best practices in the use and deployment of technology systems. The Charge for Additional Work under this agreement shall be the amount set forth as the "Additional Service Work" on page one of this agreement. Customer agrees that should they have Additional Service Work to pay the total of all Additional Service Work charges at the terms set forth on page one of this agreement.

6. Charges

6.1. The monthly charge for Managed Services under this agreement shall be the amount set forth as the "Monthly Managed Services Fee" on page one of this agreement. The Monthly Managed Services Fee with respect to any renewal term will be Les Olson Company's charge in effect at the time of renewal. Customer agrees to pay the total of all charges for service during the initial term and any renewal term within fifteen (15) days of the date of invoice for such charges. Changes to quantities of Servers or Desktop PC's will increase the billing proportionally.

6.2. All services performed remotely by Les Olson Company on Customer's network outside the original scope of this agreement will be billed at the amount set forth as the "Rate" on page one of this agreement in quarter (1/4) hour increments with a quarter hour (1/4) minimum .

6.3. All services performed on-site by Les Olson Company on Clients network outside the original scope of this agreement will be billed at the amount set forth as the "Rate" on page one of this agreement with a one (1) hour minimum, subsequent time on the visit will be billed at ¼ hour increments.

6.4. All rates in this Agreement are based upon services provided during normal business hours defined as Monday – Friday, 8A.M. – 5P.M. in the Mountain Time Zone.

Service Hours		Method
Normal	Monday through Friday, 8:00 AM to 5:00 PM (Excludes LOC observed holidays).	Remote and Onsite when required

6.5. Les Olson Company will invoice Customer for additional services or products not specifically included in this agreement.

7. Past Due Balances

7.1. Customer agrees that should they have any past due balances with Les Olson Company that exceed 30 days, for any reason, service under this agreement will be suspended until the full past due balance has been satisfied. If specific invoices are disputed in writing and in active discussion for resolution between customer and Les Olson Company, services may continue with approval from Les Olson Company accounting team. Finance charges in the amount of 1.5% per month will be assessed on all past due balances.

8. Breach or Default

8.1. If the customer does not pay all charges for equipment, maintenance, supplies or parts as provided hereunder, promptly when due, Les Olson Company may refuse to service the equipment covered by this agreement.

9. Work Space

9.1. Customer agrees that Les Olson Company shall have full and free access and sufficient workspace to provide service on equipment covered by this agreement.

9.2. Customer shall designate a company contact for communications between Les Olson Company and Customer.

10. Limitation of Liability

10.1. Except as expressly provided in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

10.2. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's negligence or willful misconduct.

10.3. Les Olson Company and/or its agents shall not be liable for damages for failure to furnish or interruption of any services, nor shall Les Olson Company or its agents be responsible for lost data, files or software damage regardless of the cause. Les Olson Company shall not be liable for damage to property or for injury to any person arising from the installation or removal of equipment unless caused by the neglect of Les Olson Company. Les Olson Company shall not be liable for loss of profits or loss of business or loss of contracts or depletion of goodwill or loss of anticipated savings or loss of, damage to or corruption of data and/or any special, indirect, consequential loss or damage of any kind howsoever arising except to the extent caused by negligence or willful misconduct of Les Olson Company.

10.4. Warranties except as provided herein, there are no other agreements, warranties or representations, expressed or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose, relating to the services. Services provided are a best efforts service and Les Olson Company does not warrant that the services, equipment or software shall be error-free or without interruption.

11. Force Majeure

11.1. Les Olson Company shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by events or occurrences beyond Les Olson Company reasonable control, such as, but not limited to fire, flood, or other natural disasters, or, embargo, court order, riot, or other intervention of any government authority, provided that Les Olson Company immediately notifies Customer of such delay. If Les Olson Company performance is delayed for these reasons for a cumulative period of forty-five (45) days or more from the date of such notice, Customer may terminate this Agreement by giving Les Olson Company written notice.

12. Non-Solicitation of Employees

12.1. Customer acknowledges that Les Olson Company is involved in a highly strategic and competitive business. Customer further acknowledges that Customer would gain substantial benefit and that Les Olson Company would be deprived of such benefit, if Customer were to directly hire any personnel employed by Les Olson Company. Except as otherwise provided by law, Customer shall not, without the prior written consent of Les Olson Company, solicit the employment of Les Olson Company personnel during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement. If a Les Olson Company employee shall come to work for Customer during said period, Customer agrees to pay Les Olson Company the sum equal to that employee's total compensation for the previous twelve (12) months.

13. Confidentiality

13.1. Subject to the Government Records Access and Management Act ("Act"). Each Party shall hold in trust for the other party and shall not disclose to any non-party to the Agreement, any confidential information of the other party. Confidential Information is a private record, controlled record, or protected record as defined in the Act..

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Salt Lake City, Utah 84115
www.lesolson.com
1(801) 486-7431

14. Miscellaneous

14.1. This agreement shall be governed by and construed according to the laws of the State of Utah applicable to agreements wholly negotiated, executed and performed in Utah. It constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of Les Olson Company and the customer.

15. Entire Agreement

15.1. This agreement sets forth the entire understanding of the parties with respect to the subject matter contained herein and is binding upon both parties in accordance with the terms and conditions. There are no understandings, representations, and agreements other than those set forth herein. This agreement shall not be amended or altered except in writing signed by the authorized representatives of the parties.

16. **Intellectual Property**

16.1 All programing, copyrightable works, writings, drawings, designs, scripts, processes or other works created or developed by Les Olson Company or its personnel during the performance of this Agreement shall remain the sole and exclusive property of Les Olson Company.

17. Acceptance

17.1. This agreement shall not be effective until it has been approved and accepted by Les Olson Company.

_____	_____	_____	_____
Les Olson Company Authorized Signature	Date	Customer Authorized Signature	Date
_____		_____	
Title		Title	

SALT LAKE
801-486-7431
3244 South 300 West
Salt Lake City, UT 84115

OGDEN
801-621-2323
1750 West 12th Street
Ogden, UT 84404

LOGAN
435-750-8990
695 West 1700 South
Building 28 Ste. 100
Logan, UT 84321

LINDON
801-785-5432
480 North Geneva Road
Lindon, UT 84042

PRICE
435-637-9415
23 South Carbon Ave. #2
Price, UT 84501

MANTI
435-462-2878
55 South Main Street #2
Manti, UT 84642

CEDAR CITY
435-586-2345
171 North 100 West
Cedar City, UT 84720

ST. GEORGE
435-634-1548
3790 South River Road
St. George, UT 84790

LAS VEGAS
702-932-7431
2975 Lincoln Road
Las Vegas, NV 89115

LOC LES OLSON I.T. COMPANY
YOUR OFFICE TECHNOLOGY PARTNER

MILLCREEK , UTAH
RESOLUTION NO. 21-27

A RESOLUTION APPROVING THE RENEWAL OF A CIVIL LEGAL SERVICE CONTRACT BETWEEN MILLCREEK AND JOHN N. BREMS

WHEREAS, the Millcreek Council ("Council") met in regular meeting on June 28, 2021, to consider, among other things, approving the renewal of a civil legal services contract between Millcreek and John N. Brems; and

WHEREAS, the Council has determined that it is in the best interest of the City to renew a legal services contract between Millcreek and John N. Brems; and

WHEREAS, a copy of the contract/agreement ("Agreement") is attached hereto; and

WHEREAS, after careful consideration the Council has determined that it is in the best interest of health, safety, and welfare of the residents of the City 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 to execute and deliver the Agreement.

PASSED AND APPROVED by the Council this 28th day of June 2021.

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

CIVIL LEGAL SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into effective July 1, 2021, by and between **MILLCREEK** a Utah municipality ("Millcreek"), and **JOHN N. BREMS**, an attorney licensed to practice law in the state of Utah (the "Attorney").

RECITALS:

A. Attorney is in the business of providing legal services.

B. Millcreek is in need of such legal services.

C. Millcreek desires to enter into a service contract with the Attorney for legal services and to appoint Attorney as the "City Attorney."

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. ***Scope of Services to Be Provided***. Attorney agrees to furnish civil legal services requested by Millcreek ("Legal Services") during the term of this Agreement. Legal Services shall include, but not be limited to, identifying potential legal issues; proposing resolution thereof; protecting and maintaining the integrity of Millcreek; and resolving such other legal issues as the Attorney and Millcreek deem reasonably necessary for the proper functioning of Millcreek but does not include litigation, including appeals to any state or federal court. Provision of Legal Services by the Attorney shall at all times be subject to applicable laws, rules, and regulations, including without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court ("Rules").

2. ***Fees for Legal Services***. Millcreek shall pay Attorney $11,960 per month for Legal Services. Each month Attorney shall provide Millcreek with an invoice. Provided the Legal Services have been performed to the satisfaction of Millcreek then Millcreek shall pay such amount with in ten days of receipt of the invoice.

3. ***Term***. This Agreement shall be effective as of the date hereof and shall terminate on June 30, 2024.

4. ***Termination***. Millcreek may terminate this Agreement at any time, without cause, conditioned only upon 120-day prior notice to Attorney.

5. ***Assignment and Delegation***. The Attorney will not assign or delegate the performance of his duties under this Agreement without the prior written approval of Millcreek.

6. ***Malpractice Insurance***. The Attorney shall at his own cost maintain professional liability insurance covering the acts and omissions of the Attorney in the performance of the Attorney's professional duties.

7. ***Professional Associations***. The Attorney shall at his own cost pay the Attorney's dues for membership in the Utah Bar and the Utah Municipal Attorneys Association and participate in the same.

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

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

Attorney: John N. Brems, Esq.
10717 Watery Way
South Jordan, UT 84009

9. ***Applicable Law***. The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

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

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

12. ***Severability***. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such

condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

13. ***Office and Clerk Assistance***. Millcreek may provide office space, office furniture as it deems necessary, and access and use of a copy/scanner machine, Internet connection, office services, clerk, assistance, or other office-type support for Attorney with respect to performing Legal Services at no cost to Attorney.

14. ***Conflicts of Interest***. The Attorney agrees that it shall attempt to avoid all conflicts of interest with other clients he may have and shall comply with the Rules of Professional Conduct of the Utah State Bar in this respect. Because the Attorney will be acting as the official City Attorney for Millcreek, he shall also comply in all respects with the Utah Municipal Officers and Employees Act. The Attorney represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Millcreek to secure favorable treatment with respect to being awarded this Agreement.

15. ***Conflict Disclosure***. In connection with preparing this Agreement, Millcreek hereby acknowledges and agrees that Attorney's and Millcreek's interests are opposite to each other and may not be in Millcreek's best interest and that Attorney has advised Millcreek to retain separate counsel. Notwithstanding the foregoing, by signing below, Millcreek desires Attorney to be Millcreek Attorney and provide Legal Services, acknowledges that Millcreek has been advised to retain separate counsel and has done so, or has waived its right to do so, and forever waives any claim that entering into this Agreement constitutes a conflict of interest.

IN WITNESS WHEREOF, Millcreek caused this Agreement to be signed by its mayor elect and attested by its acting recorder and delivered, and the Attorney has caused the same to be signed and delivered.

MILLCREEK

By: _____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

ATTORNEY:

_____
John N. Brems

MILLCREEK, UTAH
RESOLUTION NO. 21-28

A RESOLUTION ACCEPTING THE OUTDOOR RECREATION INFRASTRUCTURE GRANT THAT REQUIRES A MATCH IN THE AMOUNT OF $5,000 AND APPROVING THE AGREEMENT WITH THE STATE OF UTAH, GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

WHEREAS, the Millcreek Council ("*Council*") met in regular session on June 28, 2021, to consider, among other things, a resolution accepting the Outdoor Recreation Infrastructure Grant that requires a match in the amount of $5,000 and approving the agreement with the State of Utah, Governor's Office of Economic Development; and

WHEREAS, Millcreek applied for the Outdoor Recreation Infrastructure Grant that requires a match in the amount of $5,000; and

WHEREAS, the purpose of the grant is to create the Mill Creek Monarch Learning Lab which is an accessible space that supports a variety of instructional methods for pre-K through 5th grade students, surrounding them with beauty and ample opportunity for hands-on learning and facilitates community connections; and

WHEREAS, an agreement ("*Agreement"*) between Millcreek and the State of Utah, Governor's Office of Economic Development regarding the Outdoor Recreation Infrastructure Grant has been presented to the Council for review and approval; and

WHEREAS, the Council finds that it is in the best interest of the City to accept the Outdoor Recreation Infrastructure Grant, approve the match in the amount of $5,000, and approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby approves and accepts the Outdoor Recreation Infrastructure Grant, approve the match in the amount of $5,000, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the Agreement on behalf of Millcreek.

THIS RESOLUTION assigned No. 21-28 shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED this 28th day of June, 2021.

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

STATE OF UTAH CONTRACT
The Governor's Office of Economic Development
Outdoor Recreation Infrastructure Grant

1. **CONTRACTING PARTIES:** This contract is between the State of Utah, Governor's Office of Economic Development, referred to as the State, and the following Grantee:

   Millcreek
   3330 S 1300 E
   Millcreek, UT 84106

   Federal Tax ID: 81-4189711
   Legal Status of Contractor: Governmental Agency
   Vendor #: VC217491

   Contact Person: Rita Lund
   Phone #:
   Email: rlund@millcreek.us

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions under which the Grantee may obtain and maintain eligibility for Outdoor Recreation Infrastructure Grant funding.

3. **AUTHORITY:** This contract is entered pursuant to the State's authority to administer funds under Utah Code § 63N-9-2 and Utah Administrative Code R357-16.

4. **CONTRACT PERIOD:**
   Effective Date: May 10, 2021
   Termination Date: November 10, 2022, unless terminated early or extended in accordance with the terms and conditions of this contract.

5. **CONTRACT AMOUNT:** The State awards and the Grantee accepts a potential grant award of up to $10,000.00.
   Fund: 2306
   Unit: 6272
   Appropriation: 2306
   Commodity Code: 99999

6. **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
   Attachment A – Standard Terms and Conditions for Grants
   Attachment B – Outdoor Recreation Infrastructure Grant Terms and Conditions
   Attachment C – Scope of Work

7. **DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
   All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § 63N-9-2 and Utah Administrative Rule R357-16.

8. **CONTRACT EXECUTION:**
   Each person signing this contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

MILLCREEK

Name:

Title:

Date:

THE STATE OF UTAH

Name:

Title:

Date:

Governor's Office of Economic Development

Name:

Title:

Date:

Governor's Office of Economic Development

Name:

Title:

Date:

Attachment A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
    1. "**Contract**" means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
    2. "**Grant Money**" means money derived from State fees or tax revenues that are owned, held, or administered by the State.
    3. **"Grantee"** means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
    4. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
    5. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
    6. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee's performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i)

Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.

10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.

12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.

13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.

14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.

16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.

18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the

State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

Attachment B: Outdoor Recreation Infrastructure Grant Program Terms and Conditions

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work, and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.

b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.

c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.

d. All requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference though not attached hereto.

e. The scope of work is hereby termed the Grantee's project, which shall commence within one-hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.

f. The Grantee agrees that the project area acquired, developed or improved pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.

g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible and safe for public use. Structures, trail and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.

h. The Grantee shall provide evidence that the infrastructure project has county, city or tribal approval and endorsement. A contract must be signed with the party who will maintain the recreational infrastructure for at least the next ten (10) years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof on continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.

i. If the project is on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.

j. All property on which Utah Outdoor Recreation Grant infrastructure funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy) or public agency that has partnered with the Grantee. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.

k. The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.

l. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or

close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.

m. The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.

n. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

a. The Grantee is a municipality, county, tribal government, or non-profit corporation classified under U.S. Code § 501(c) and is physically located within the State.

b. The Grantee is not a for-profit entity; for-profit entities may not receive a Utah Outdoor Recreation Grant.

3. REPORTING:

a. Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the contract termination date. Each report shall include the following:

   i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Scope of Work;

   ii. A brief synopsis of the work completed in the previous six months; and

   iii. An outline of the work anticipated to be completed in the next six months.

4. FUNDING:

a. The Grantee shall not receive any grant funds until this contract is fully signed and executed.

b. Up to 75% of the Contract Amount may be reimbursed prior to full completion of the Grantee's project. The remaining 25% of funds are contingent on completion of the Grantee's project, a final on-site inspection, and submission of the Final Report as outlined in the 2021 Office of Outdoor Recreation Grant Programs Guide, which is available to the Grantee from the State and incorporated by reference to this contract.

c. In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.

d. All funds are to be distributed in a post-performance manner, as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.

e. The State will not fund more than 50% of the eligible costs of the project's eligible costs. The Grantee must provide matching funds in an amount of at least 50% of the project's eligible costs.

f. At least 50% of the Grantee's required matching funds must be paid in cash.

g. Up to 50% of the Grantee's required matching funds may be provided through an in-kind contribution if:

   i. Approved in advance by the State;

   ii. The Grantee is a non-profit corporation or governmental entity; and

   iii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment C: Scope of Work.

5. REIMBURSEMENT REQUESTS:

a. Reimbursement requests received by the State after the contract termination date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.

b. The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:

i. Copies of invoices and evidences of payment (checks, bank statements, etc.) for work done on the project;
ii. Records of volunteer labor or other in-kind donations for work done on the project;
iii. Several photos to show the project is complete;
iv. A final report with the description of the project and other data requested by the State;
v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent;
vi. The grant program's provided reimbursement request document or a letter of request on letterhead of the Grantee specifying the grant amount requested.

c. Requests shall be submitted to the State electronically, to the Program Manager in the Office of Outdoor Recreation and/or the Compliance Department of GOED. A link to the online portal will be sent to the Grantee upon the completion of the processing of this contract. The Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards the project.

6. **SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.

7. **AUDIT:**
   a. The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
   b. The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to five (5) years from the date of this contract.
   c. The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representatives access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in documents incorporated by reference but not attached.

10. **ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Governor's Office of Economic Development is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Governor's Office of Economic Development name and official logo, and other appropriate attribution for the funding made possible by the office.

11. **ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's project proposal.

12. **STATE CONTACT PERSON:** The State designates the Director of the Office of Outdoor Recreation at the State, or their designee, as the contact person at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

13. **LICENSE TO PROMOTE:** The Grantee gives to State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

Attachment C: Scope of Work

The current site for Millcreek Common consists of outdated, tired buildings in desperate need of redevelopment. There are currently more than a thousand new dwellings planned and under construction within a half mile of the site. There are no bike lanes or other bike infrastructure along the main corridors or through the actual site. Millcreek has been working with a design company called Environmental Planning Group to design this open space with a focus on making it a bikeable corridor that connects to new developments north and south of the site, which would allow easier access to public transit for hundreds of Millcreek residents. In the current plans, the City would like to build sixteen bike racks and four bike repair stations.

The Millcreek General Plan focuses on aiding and supporting the outdoor recreation community, including creating a bikeable city. The Millcreek General Plan calls for great connections and identifies strategies for bicycle and pedestrian systems; complete streets and streetscapes; trees and lighting. As such, the City will work to complete a safe bicycling system that connects all parts of Millcreek and accommodates all types of bicyclists and extends and improves biking connections to the Parley's trail and Wasatch Blvd.

Since incorporation, Millcreek has completed multiple transportation projects that have added biking lanes and created neighborhood byways to support a more bikeable Millcreek. Millcreek is dedicated to the development of a larger bikeable transportation system across the valley, so we are partnering with six nearby cities in a study conducted by Local Link that will identify priority bike routes across the valley. Once this study is completed, Millcreek will partner with the neighboring cities to connect bike lanes across city boundaries. While waiting for this study, Millcreek is dedicated to developing bikeable infrastructure for our residents as we construct Millcreek Common.

Millcreek is currently working on creating bike lanes along one of its major transportation corridors, 3900 South. This street runs from the Wasatch Mountains all the way to the Oquirrh Mountains, and does not intersect with I-15, thus making it an important future biking corridor. There are very few East to West Corridors that do not intersect with I-15, thus making it an essential part of creating a bikeable city and county. Developing a comfortable and continuous bicycle network is an essential element in Millcreek's General Plan to create the type of community that our residents desire.

MILLCREEK, UTAH
RESOLUTION NO. 21-29

A RESOLUTION AUTHORIZING AND RECOGNIZING MAYOR JEFF SILVESTRINI AS THE OFFICIAL AUTHORIZED TO EXECUTE AGREEMENTS FOR AND ON BEHALF OF MILLCREEK WITH SALT LAKE COUNTY REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT URBAN COUNTY PROGRAM (CDBG) FOR THE PROGRAM YEAR 2021-22

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on June 28, 2021 to consider, among other things, a resolution of the Millcreek Council authorizing and recognizing Mayor Jeff Silvestrini as the official authorized to execute agreements for and on behalf of Millcreek with Salt Lake County regarding the Community Development Block Grant program (CDBG) for the program year 2021-2022; and

WHEREAS, Millcreek and Salt Lake County are authorized to enter into agreements with each other for cooperative action with respect to the CDBG program for the program year 2021-2022; and

WHEREAS, Council recognizes Mayor Jeff Silvestrini as the official authorized to execute agreements for and on behalf of Millcreek with Salt Lake County regarding the Community Development Block Grant program for the program year 2021-2022; and

WHEREAS, the Council finds that it is in the best interest of the city to authorize Mayor Jeff Silvestrini with such duty; authorized signatures are required to be updated annually.

NOW, THEREFORE, BE IT RESOLVED by the Council that Mayor Jeff Silvestrini is the official authorized to execute agreements for and on behalf of Millcreek with Salt Lake County regarding the Community Development Block Grant program for the program year 2021-2022.

This Resolution, assigned No. 21-29, shall take effect immediately upon passage.

PASSED AND APPROVED by the Council this 28th day of June, 2021.

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

Minutes of the
Millcreek City Council
June 14, 2021
7:00 p.m.
Regular Meeting

The City Council of Millcreek, Utah, met in a regular public meeting on June 14, 2021 at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106. The meeting was 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 (arrived at 7:10 pm)

City Staff
John Brems, City Attorney
Elyse Sullivan, City Recorder
Francis Lilly, Planning & Zoning Director
Kurt Hansen, Facilities Director
Laurie Johnson, HR-Finance Director
Mike Winder, Assistant City Manager

Attendees: Thom DeSirant, Peter Frost, Stanford Bell, and Chief Steve DeBry.

REGULAR MEETING – 7:00 p.m.
TIME COMMENCED: 7:02 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance
Mayor Silvestrini called the meeting to order then led the pledge of allegiance. He recognized the day as Flag Day.

1.2 Public Comment
There were no comments.

2. Planning Matters

2.1 First Reading on ZT-21-001, Amendments to Title 18 Regarding Title Report Requirements; Francis Lilly, Planning & Zoning Director
Francis Lilly said as a matter of practice, planning staff requires a title report for subdivisions. He said the title report has information that is necessary for the plat. The title reports would be required within 90 days of recording a plat. Mayor Silvestrini expressed the importance of updated title reports.

2.2 Discussion and Consideration of Ordinance 21-24, Approving an Amended Development Agreement for Capri Village for Property Located at or Near 3612 South 805 East

Francis Lilly said the Council previously approved a development agreement for 40 new deed restricted senior living condos for Capri. The condos will replace the old pitch and putt course. There will be a new community center, new homes, and additional parking. Mayor Silvestrini said the development also provided a contribution to the City's affordable housing stock. Lilly said 6 of the units would be deed restricted for sale at a lower cost at $173,203 per the old agreement. He said that figure was based on the 2016 market and the cost of construction had gone up since then, so the developer asked to change that price to $233,824.05 and would stay in the 80% AMI (Area Median Income) threshold. The amended agreement would stipulate that the maximum sale price of those units would be at $233,824.05.

Stanford Bell, Northstar Builders, said the cost of lumber in 2019 was $13,000 per building and it was currently $50,000 per building. The cost greatly affected the developer's ability to complete the project. He said the AMI had jumped up 35% since 2019. Mayor Silvestrini said he appreciated what Northstar Builders had done for the community.

Council Member Marchant moved to approve Ordinance 21-24, Approving an Amended Development Agreement for Capri Village as presented. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3. Financial Matters

3.1 Public Hearing on a Monetary Appropriation to the Asian Association of Utah

Mayor Silvestrini said the Asian Association of Utah was affiliated with the Millcreek refugee community. They operate the center on 3900 S. which provides a place for kids to go, an after-school program, and they partnered with the Millcreek Promise Program. Due to budget cuts in connection with the pandemic, the center was short $100,000. The Association asked if Millcreek could assist them. The Mayor said a study was conducted to establish a basis for taxpayer funds with a finding that the appropriation would be to the benefit of the general welfare of residents and therefore would be appropriate. Mayor Silvestrini asked the Council to appropriate $100,000 to the Association in FY 2021-22 from the American Rescue Plan Act. He said it was an eligible expense since it was pandemic relief as revenue replacement. He would like the Council to make a similar contribution during the next year fiscal year.

Peter Frost, Director of Youth and Family Services at the Asian Association of Utah, said he had enjoyed participating in the Education Subcommittee associated with the Millcreek Promise Program. He said people benefited from the Sunnyvale Neighborhood Center and this funding would allow them to continue the after-school programs. He said the center was open year-round and he appreciated the appropriation. Council Member Marchant asked where his office was located. Frost said he split his time between the Center and an office downtown. Council Member Catten asked how the Sunnyvale Center was usually funded. Frost said as a nonprofit organization, they received funding

from various sources such as private donations, city/county/state funding, and even federal funding. He said in the past it had primarily been funded from the State Department of Workforce Services. He said the County did provide some funding and that had been cut. Council Member Uipi asked about the budget specific to the Sunnyvale program. Frost said the hard costs of the center and the program costs were about $400-450,000 a year. The Center was looking to reimplement English classes. Mayor Silvestrini said Frost had submitted a detailed budget request to him.

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

There were no comments.

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

3.2 Discussion and Consideration of Ordinance 21-21, Approving a Monetary Appropriation to the Asian Association of Utah

Council Member Uipi moved to approve item 3.2, Ordinance 21-21. Council Member Catten seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.3 Public Hearing to Receive Input from the Public with Respect to (a) the Issuance of Approximately $39,000,000 of Sales Tax Revenue Bonds and (b) Any Potential Economic Impact that the Project to be Financed with the Proceeds of Said Bonds May Have on the Private Sector

Mayor Silvestrini said the Council had already passed a parameters resolution which said that if the City could get the set minimum terms, then the City was authorized to borrow $39 million to build a city hall. He said by issuing a sales tax revenue bond at this time, the City would be able to take advantage of low interest rates and it would enable the City to build a city hall at Millcreek Common. The city hall needs to be relocated because of the impending termination of the lease on the current building. The public hearing was an opportunity to hear feedback from the public on the matter. He said city staff and bond counsel would be making a rating presentation to Standard and Poor's (S&P) that week.

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

Mayor Silvestrini said because of the sales tax revenue the City was receiving, staff was confident the City would be able to pay for the bonds without raising taxes.

Thom DeSirant, 718 E. Nibley View Court, asked if this bond was the same as the bond the City took out for the $20 million for Millcreek Common. Mayor Silvestrini said yes, the difference was that these bonds would be repaid from the General Fund rather than

tax increment. DeSirant asked if sales tax revenue went down, if the bond would be paid with increased property taxes in the future. Mayor Silvestrini said it was possible, but the City still had three times the coverage to make the payments if there was no revenue. He said the likelihood was extremely low. DeSirant asked about other taxing entities' share. Mayor Silvestrini said the taxing entities participate in the community reinvestment area, so Millcreek was ensured of their increment for twenty years. Council Member Marchant said it was highly unlikely that Millcreek's revenue would go down.

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

Mayor Silvestrini said the City's financial counsel felt the rating from S&P would be sufficient since they gave the City a favorable rating the last time. Council Member Catten asked if anyone had given any comment to the Mayor on the matter. The Mayor said he had not received any negative comments. He said he appreciated Woodbury & Associates for allowing the City to rent the current city hall building at a discounted rate. Mike Winder said he had received positive feedback about the proposed city hall and that even with the bond, Millcreek was one of the least leveraged cities in the Salt Lake valley because of its solid financial position. Laurie Johnson said once she had run the numbers in a spreadsheet, she knew that Millcreek could make payments on the bond. The budget projected revenues conservatively and expenses realistically.

3.4 Discussion and Consideration of Ordinance 21-22, Adopting a Final Budget; Making Appropriations for the Support of Millcreek for the Time Period Beginning July 1, 2021 and Ending June 30, 2022, and Determining the Rate of Tax and Levying Taxes Upon All Real and Personal Property within Millcreek (the Resulting Tax is the Same Amount of Tax Previously Collected by Millcreek and will not Result in a Tax Increase to Residents of Millcreek)

Mayor Silvestrini said the Council had reviewed and tentatively adopted a tentative budget. He said Millcreek would not need a tax increase. Laurie Johnson reviewed the General Fund revenue changes from the tentative budget. She received the certified tax rate from the County on June 11th. The County determined the rate, and it would be 0.001841 compared to the previous year of 0.001699. Mayor Silvestrini said if property values go up, the city tax revenue does not go up. The rate is adjusted so the same revenue amount is collected. Johnson said the new growth in property tax revenues was $80,011.

Johnson reviewed the General Fund expense changes. There was a small increase to the Animal Services contract with Salt Lake County. She rounded the Unified Police Department contract amount up as well. She increased postage and shipping costs in the Communications budget for newsletters. In the Non-Departmental budget, it increased $6,500 as a contribution to Fund Balance. A position was eliminated in the Facilities budget. In the Fleet budget, an additional $35,000 was added for another pool vehicle.

Johnson reviewed the Fund Balance projections and projected it at 34.82%. She said the American Recovery Act funds was received in the current fiscal year but would be considered deferred revenue to be recognized in the next fiscal year. Mayor Silvestrini

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said the decision to not recognize it was recommended by the City's auditor. Johnson said it gave the Council time to decide how to spend it. There were no changes in the Capital Improvement Fund budget. The Storm Water Fund budget included costs for a camera truck at $60,000.

Mayor Silvestrini asked for public comment. There was no comment.

Council Member Uipi moved to approve item 3.4, Ordinance 21-22. Council Member Marchant seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

Mayor Silvestrini mentioned that Millcreek would be shifting from using iWorQ software to Tyler Technologies for permitting in July.

3.5 Discussion and Consideration of Resolution 21-18, Acknowledging Receipt and Acceptance of the Millcreek Fiscal Year 2020-21 Fraud Risk Assessment and Direction to File it with the State Auditor

Laurie Johnson said Millcreek first did the fraud risk assessment the prior fiscal year and there were not many changes since then. She said Millcreek was considered low risk. She thanked Council Member Marchant for signing the outgoing checks.

Council Member Marchant moved to approve Resolution 21-18, Acknowledging Receipt and Acceptance of the Millcreek Fiscal Year 2020-21 Fraud Risk Assessment and Direction to File it with the State Auditor. Council Member Catten seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4. Business Matters

4.1 Discussion and Consideration of Resolution 21-19, Approving the Name Change of 2940 East Street and 3835 South Street to McBride Drive

Council Member Uipi presented a map of the affected residences that would have the street name change and a proposed notice to those residents. She requested the Council continue the resolution to the next meeting so that all the residents could be noticed of the address change. Council Member Uipi asked if the City could consider renaming the entire "U" shape of the street. Mayor Silvestrini said county code did not allow it because it would create duplicate addresses and multiple entrances to the same street.

Council Member Catten moved to continue item 4.1, Resolution 21-19, to the next city council meeting. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4.2 Discussion and Consideration of Ordinance 21-23, Amending Title 2 Chapter 49 of the Millcreek Code of Ordinances Entitled Street Addressing and Property Identification

Mayor Silvestrini said the Council had a first reading of the item. John Brems said with the amendment, the petitioner would be required to pay the street name change fees and put a notice on the petition, and the street name change would be from intersection to intersection.

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Council Member Uipi moved to approve item 4.2, Ordinance 21-23, excluding McBride Drive. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4.3 Discussion and Consideration of Resolution 21-20, Approving the Execution of an Interlocal Cooperative Agreement with the City of South Salt Lake Providing for the Joint Participation in a Pavement Project for 3900 South Between the Jordan River and 700 East

Mayor Silvestrini said the interlocal agreement was between South Salt Lake and Millcreek and the project had already been completed but the paperwork had not been.

Council Member Jackson moved to adopt Resolution 21-20, Approving the Execution of an Interlocal Cooperative Agreement with the City of South Salt Lake Providing for the Joint Participation in a Pavement Project for 3900 South Between the Jordan River and 700 East. Council Member Catten seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4.4 Discussion and Consideration of Resolution 21-21, Approving an Interlocal Agreement for Animal Services Amendment No. 4

Mayor Silvestrini said this agreement was an extension to the current agreement. There was an increase in cost to include a 2.5% cost of living adjustment. He said the rate billed was the same for all municipalities. Council Member Jackson asked if the concerns the Council had were addressed. Mayor Silvestrini said Millcreek adopted certain portions of the County's animal control ordinance prior to the County amending it. The County would still enforce what Millcreek adopted.

Council Member Catten moved to approve Resolution 21-21, Approving an Interlocal Agreement for Animal Services Amendment No. 4. Council Member Uipi seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4.5 Discussion and Consideration of Resolution 21-22, Approving an Interlocal Agreement for Justice Court Services Amendment No. 1

Mayor Silvestrini said the cost for justice court services was the same rate as before.

Council Member Uipi moved to approve item 4.5, Resolution 21-22. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4.6 Discussion and Consideration of Resolution 21-23, Approving the Appointment of Jeff Silvestrini to the Community Renewable Energy Board and John Brems as an Alternative to the Community Renewable Energy Board

Mayor Silvestrini said he and John Brems were familiar with the ongoings of the program. Council Member Uipi asked why a council member was not the alternate. Mayor Silvestrini said John Brems was more familiar with it, but a council member could serve instead. Council Member Jackson said there was accountability with an elected official. She said she would serve as the alternate.

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Council Member Uipi moved to approve item 4.6, Resolution 21-23, to appoint Mayor Jeff Silvestrini to the Community Renewable Energy Board with the amendment of substituting Council Member Cheri Jackson as the alternative to the Community Renewable Energy Board instead of John Brems. Council Member Catten seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

5. Reports

5.1 Mayor's Report

Mayor Silvestrini said he went with two members of staff, Aimee McConkie and Mike Winder, to Lenexa, Kansas and Rapid City, South Dakota the prior week. Staff had been modeling Lenexa for Millcreek Common and went to see it in person. Lenexa has been a city since 1901 and has a population of about 50,000. Staff will be able to learn from their experiences with the council chambers, and kitchens and shops in the market space. Their city hall has a public market that serves as a food hall. He said they built their city hall too large for their needs, so they rent space to a private university. He suggested that there not be a "council chambers" in the new city hall, but a "community forum" as Lenexa had. In Rapid City, staff learned about their splash pad and ice ribbon. Staff felt the trip was invaluable in helping to plan for Millcreek Common. He also mentioned that the two Venture Outs that had taken place already had been successful.

5.2 City Council Member Reports

Council Member Catten recommended expanding the 4th of July parade. She said the coming Friday was the grand opening of the Refugee Justice League Resource Center.

Council Member Jackson said the new Youth Council had met and assisted with Venture Out.

5.3 Staff Reports

Mike Winder said the American Recovery Fund restrictions were stricter than the CARES Act funds, so staff was looking into the potential uses of the funds.

Francis Lilly reported on the "International Making Cities Livable" conference he attended in Carmel, Indiana and on Carmel's city center. He learned that once their city center was complete, they had more projects continuously happening in connection to it throughout the city for decades.

6. Consent Agenda

6.1 Approval of May 24, 2021 Work Meeting and Regular Meeting Minutes

Council Member Jackson moved to approve item 6.1, the meeting minutes from May 24th. Council Member Uipi seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

7. New Items for Subsequent Consideration

There were none.

8. Calendar of Upcoming Events

- Planning Commission Mtg., 6/16/21, 5:00 p.m. at City Hall

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- City Council Mtg., 6/28/21, 5:00 p.m. at City Hall

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 9:15 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

APPROVED: _____ Date
Jeff Silvestrini, Mayor

_____
Attest: Elyse Sullivan, City Recorder

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Minutes of the
Millcreek City Council
June 22, 2021
8:30 a.m.
Special Work Meeting

The City Council of Millcreek, Utah, met in a special public work meeting on June 22, 2021 at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106. The meeting was live streamed via the City's website.

PRESENT:

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

City Staff
Mike Winder, Assistant City Manager
Elyse Sullivan, City Recorder
Kayla Mayers, Promise Program Manager
Kurt Hansen, Facilities Director
Rita Lund, Communications Director

Attendees: No public attendees.

WORK MEETING – 8:30 a.m.
TIME COMMENCED – 8:33 a.m.

Mayor Silvestrini called the special work meeting to order. He said the purpose of the meeting was to get a report on the Promise Program from the new Promise Program Manager, Kayla Mayers.

1. Discussion on Standard Procedures of Operation for the Millcreek Promise Program
Kayla Mayers said after meeting with the Mayor, volunteers, and council members, volunteer management, structure, and action felt like the most important things for Millcreek Promise to focus on. She would like to restructure the committees for quicker action. She would like to combine the Leadership Committee and the Promise Council into only the Promise Council, and they will hold quarterly meetings to update stakeholders on the work of the committees, which are Safety, Economic Wellbeing, Health, and Education. Each of the committees will work on projects, such as safe routes to schools, a job fair, digital inclusion, and mental health. Mayers said she reworked the Promise Program mission, vision, and promises to be shorter. The proposed mission is, "We aim to mobilize and support Millcreek residents to build a thriving community." The proposed vision is, " We do this through mobilizing our collaborative groups towards Collective Impact to improve community conditions in the areas of safety, health, education and economic wellbeing. This program will work to create equitable community programs with the goal of bringing the community together to help one another. Millcreek Promise will accomplish this work by and supporting current programs, creating programs and

services where there are gaps, and providing resources and volunteer opportunities for residents." The proposed promises were:

"1. Education: All Millcreek youth have the support to maximize academic success on their path to high school graduation and post-secondary education.
2. Health and Safety: All Millcreek residents have access to services and resources to feel healthy and safe.
3. Economic Well-being: All Millcreek residents have the opportunity to provide a high quality of life for themselves and their families."

Mayer said she would also like to put together standard operating procedures in a volunteer manual, volunteer orientation, a committee chair manual, and a Promise staff manual. The grants and funding sources of the Program are the Utah Outdoor Classroom Grant, American Rescue Plan Act, City Council Promise funds, and mobility through digital access with the Transportation and Land Use Connection program. Those sources will fund: an outdoor classroom at Mill Creek Elementary in summer 2022, rent or buy space for Promise to run their own community programs in areas of need (Holladay Hills), hire full time and part-time staff to run community programs, Teen Mental Health First Aid at Skyline High School and beyond, strengthen volunteer mentorship program at Mill Creek Elementary and duplicate in other schools, strengthen community gardens at Sunnyvale Park and create a community garden at new city center, and lift zones/WiFi benches.

The Council then split into small groups for an activity to add questions, comments, and suggestions on post it notes to everything Mayers previously gave an overview of displayed on large sheets of paper around the room.

Council Member Uipi expressed appreciation for Mayers' approach. Mayers read a question from the activity about there being four committees and three promises and if that should be reviewed. She said health and safety were important enough to have separate committees. Council Member Jackson asked about working with school PTAs. Mayor Silvestrini said the City could make a great partnership with them. Council Member Jackson recommended reaching out to the school principals that month. Council Member Marchant pointed out that PTAs on the west side of the City may not be as strong as those on the east side. He suggested funding the elementary school food pantries. Council Member Jackson suggested working on getting volunteers for the PTAs. The Council discussed how to foster various relationships to help reduce crime. Mayor Silvestrini had an idea to have peer-to-peer mentoring. Mayer pointed out that would need a dedicated volunteer(s). Council Member Marchant asked if Mayers felt stretched to impact too many things. Mayers said she felt good and wanted to establish the standards of operations as a foundation. Council Member Jackson asked about using QPR (questioning, persuading, and referring) for mental health. Mayers said there were community resources for bringing that into the schools. Council Member Uipi suggested facilitating the resources instead of Mayers taking training.

Council Member Uipi asked Mayers what her priorities were. Mayers said working with the Holladay Hills area by creating an after-school program at William Penn Elementary School, and mental health and suicide prevention. Council Member Uipi suggested a rotating program model. Council Member Jackson said parents relied on after school programs for daycare. She also expressed concern about getting funding for William Penn because it was in an affluent neighborhood. She recommended the Council have another meeting in a couple of months.

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Mayers said she would also give the Council quarterly updates during their regular meetings. Mayor Silvestrini said he would like to use American Rescue Plan Act funds on the Promise Program soon then use grant funding to replace it in the future.

ADJOURNED: Council Member Marchant moved to adjourn the meeting at 9:29 a.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

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

_____
Attest: **Elyse Sullivan, City Recorder**

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