Millcreek City Council
Meeting Agenda

Public Notice is hereby given that the City Council of Millcreek will assemble in a regular public meeting on Monday, **8 November 2021** at City Hall, 3330 S. 1300 E., Millcreek, Utah 84106, commencing at **7:00 p.m**.

7:00 p.m. - REGULAR MEETING:

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

1.2 Public Comment

Audience members may bring any item to the Council's attention. Comments are subject to the Public Comment and Policy set forth below. State Law prohibits the Council from acting on items that do not appear on the agenda.

2. Planning Matters

2.1 First Reading of *ZM-21-003*, Rezone from R-1-8 to C-2 to Accommodate a Mixed-Use PUD Consisting of 7 Residential Townhomes and 4 Live/Work Units at 4088 S. Highland Drive by Applicant Nathan Anderson; Robert May, Long Range Planning Manager

2.2 Discussion and Consideration of **Ordinance 21-46**, Approving a Redevelopment / Development Agreement with Cottonwood Residential with Respect to Approximately 1.76 Acres of Real Property Located at Approximately 1306 East 3300 South

2.3 Discussion and Consideration of **Ordinance 21-47**, Approving a Redevelopment / Development Agreement with the Boyer Company with Respect to Approximately 1.83 Acres of Real Property Located at Approximately 1350 East Miller Avenue

2.4 Discussion and Consideration of **Ordinance 21-48**, Approving an Ordinance Amending the City Center Master Plan and Title 19 of the Millcreek Code of Ordinances with Respect to Digital District Signs

2.5 Discussion and Consideration of **Ordinance 21-49**, Approving a Billboard Exchange and Operating Agreement with Reagan Outdoor Advertising with Respect to One Billboard Located at 1333 East 3300 South

3. Business Matters

3.1 Discussion and Consideration of **Ordinance 21-45**, Amending the Flood Damage Prevention Ordinance Chapter 17.24 of the Millcreek Code of Ordinances

3.2 Discussion and Consideration of **Resolution 21-38**, Authorizing and Approving Proceedings in Eminent Domain as Necessary

3.3 Discussion and Consideration of **Resolution 21-39**, Adopting the Millcreek Records Management Plan

4. Reports

4.1 Mayor's Report

4.2 City Council Member Reports

4.3 Staff Reports

5. Consent Agenda

5.1 Approval of October 25, 2021 Regular Meeting Minutes

6. New Items for Subsequent Consideration

7. Calendar of Upcoming Events

- Planning Commission Mtg., 11/17/21, 5:00 p.m. at City Hall
- City Council Mtg., 11/22/21, 5:00 p.m. at City Hall

8. Closed Session (If Needed)
The Council may convene in a closed session to discuss items as provided by Utah Code Ann. §52-4-205.

9. Adjournment

In accordance with the Americans with Disabilities Act, Millcreek will make reasonable accommodation for participation in the meeting. 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.

Public Comment Policy and Procedure: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Council may be asked to complete a written comment form and present it to the City Recorder. In general, the Chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the Chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The Chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action. *Public comment can be submitted via the City's website at: https://millcreek.us/FormCenter/Contact-Us-5/Public-Comments-61.*

The meeting will be live streamed via the City's website at: https://millcreek.us/373/Meeting-Live-Stream. The Council may convene in an electronic meeting. Council members may participate from remote locations and may be connected to the electronic meeting by GoToMeeting, Zoom, or telephonic communications. The anchor location will be City Hall.

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF MILLCREEK HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS EMAILED OR POSTED TO:

City Offices	City Website	Utah Public Notice Website
Those Listed on the Agenda	http://millcreek.us	http://pmn.utah.gov
DATE: November 4, 2021	CITY RECORDER: Elyse Sullivan	

Agenda items may be moved in order, sequence, and time to meet the needs of the Council.

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

File No. ZM-21-003

1st Reading

City Council Staff Report

Meeting Date: **8 November 2021**

Applicant: **Nathan Anderson**

Request:	**Applicant requesting rezone from R-1-8 to C-2 to accommodate the parking and assemblage required for a Mixed-Use PUD consisting of 7 residential townhomes and 4 live/work units. (*Refer to files CU-21-002 / SD-21-006 for proposed development*)**

Parcel: **16-33-381-055-0000 (4088 South Highland Drive)**

Size: **.04 acres / 1,742.4 square feet**

Prepared By: **Robert May, Long Range Planning Manager**

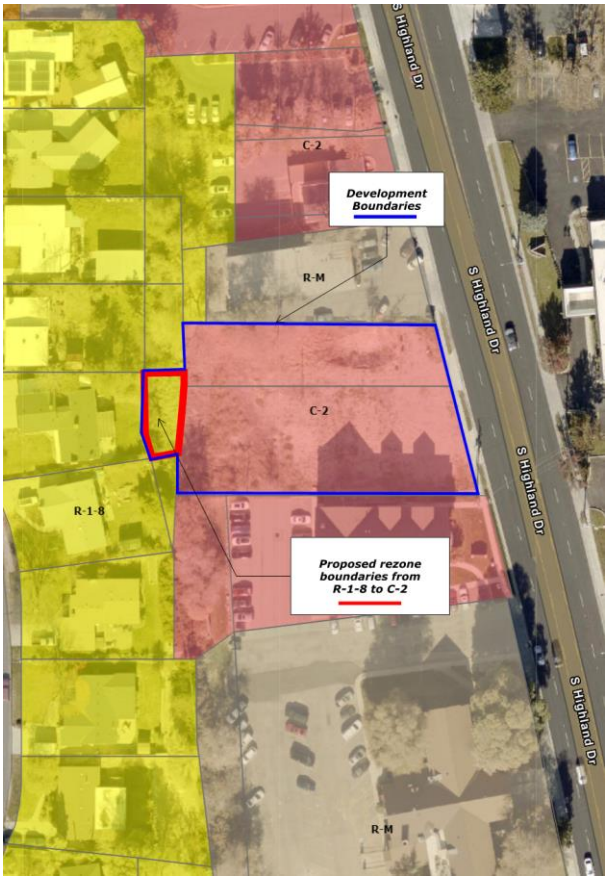
SYNOPSIS AND SCOPE OF DECISION

Applicant Nathan Anderson is requesting a rezone from R-1-8 to C-2 to accommodate the parking and assemblage required for a Mixed-Use PUD consisting of 7 residential townhomes and 4 live/work units.

(*Refer to files CU-21-002 / SD-21-006 for proposed development*).

The project development site consists of three separate parcels and collectively amounts to approximately .63 acres. The majority of the development site lies within C-2 Zone with roughly 1,700 sf that lies in the R-1-8 Zone.



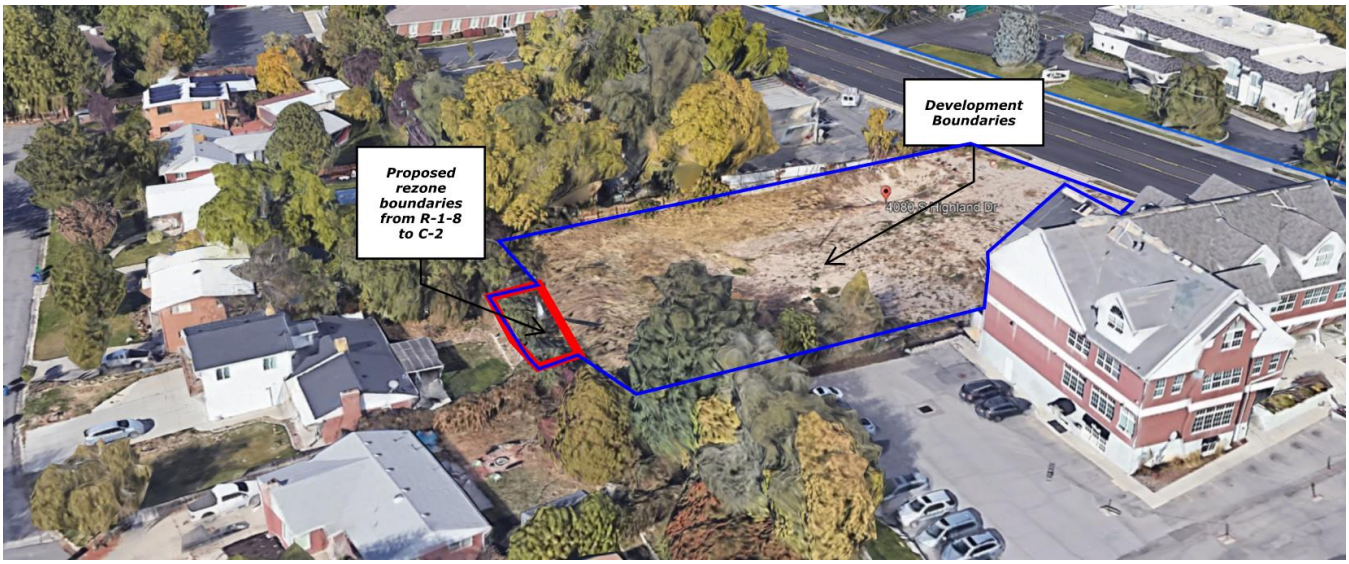


SITE & VICINITY DESCRIPTION

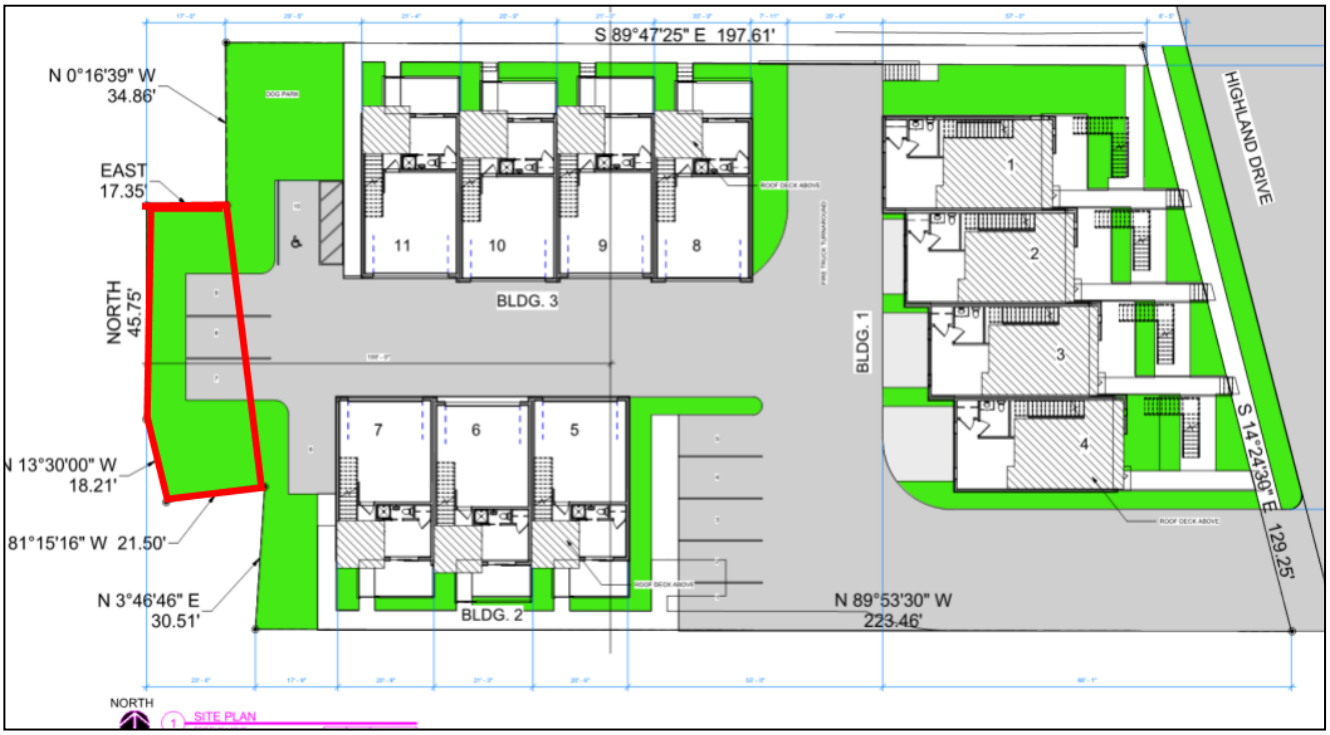
Existing Land Use and Proposed Change

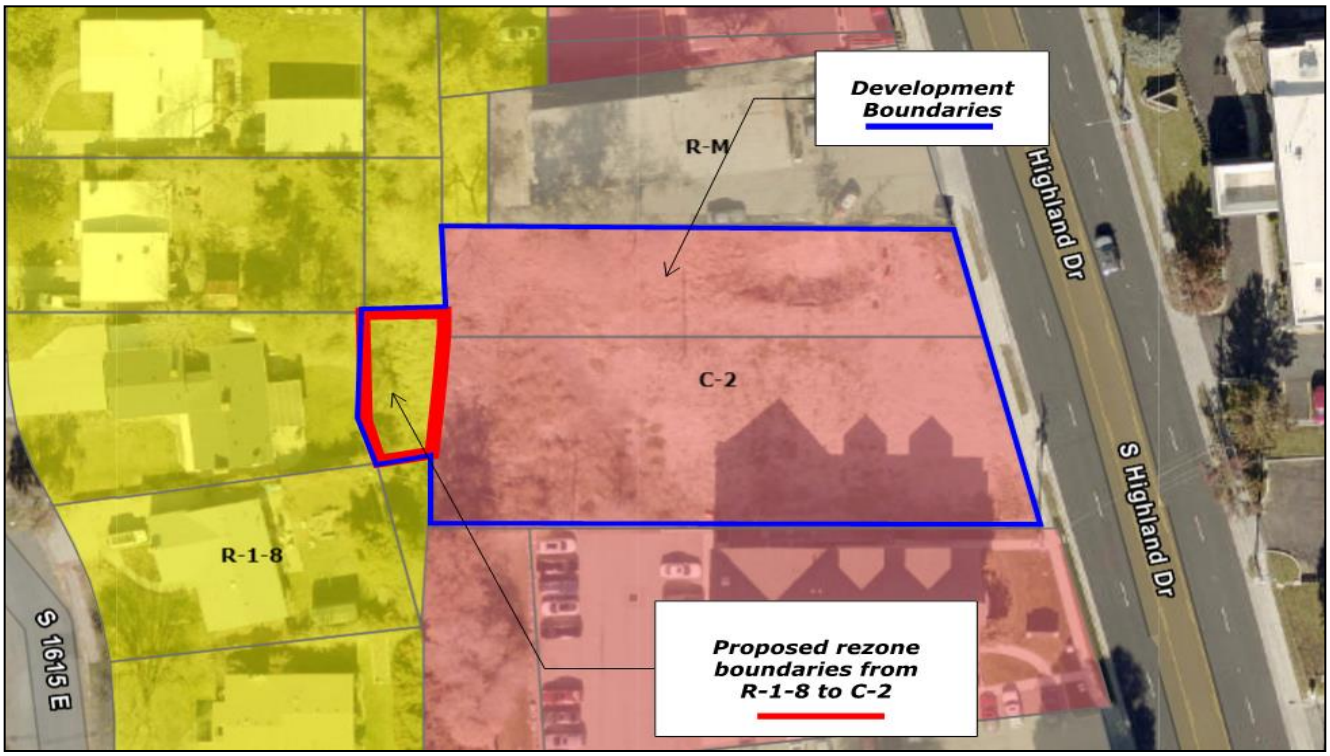
The subject property is wedged between a residential lot and a commercial property and is encumbered by an irrigation easement owned by Big Cottonwood Lower Canal Irrigation Company. There are multiple wedged and land locked properties within this area that are being used for commercial purposes. Many are being used for parking and serve as buffers to the residential behind them.





Below is a comparison of the proposed site plan with a portion of the required guest parking needed for the development. The three guest stalls are approximately 9’ feet from the west property line bordering the residential property.

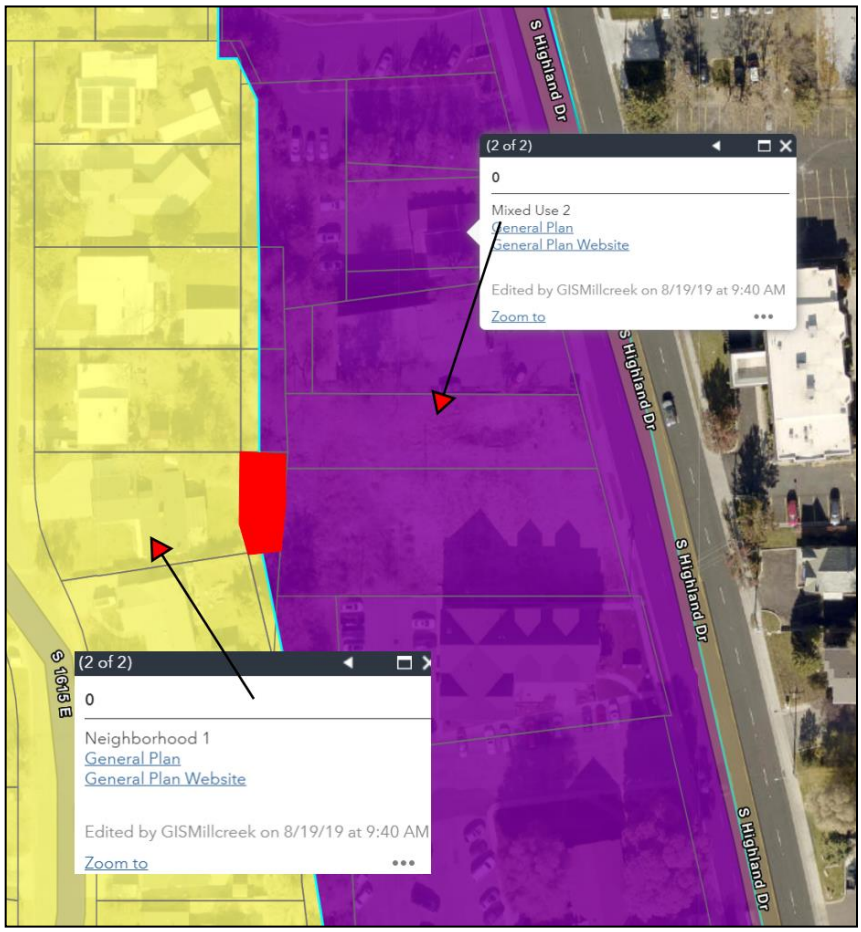




Future Land Use Map Considerations

The boundaries of the Mixed-Use 2 Zone follow the parcel boundaries, and although the parcel data is slightly skewed, it is clear the Future Land Use Map was intended to encumber the subject parcel as being lumped into the Mixed-Use 2 Zone. This was contemplated at the time the General Plan and Future Land Use Map was created due to many of these land locked properties being utilized for commercial/multi-family purposes.

Historically the small subject property has been assembled with the two other properties at 4080/4090 South and has been used in conjunction as a mechanic shop and a caretaker dwelling.



Left is an image of the Future Land Use Map showing the subject property in red.



Image to the left is the original mechanic shop built in the 1970's

STAFF ANALYSIS AND FINDINGS

Staff finds that a rezone to C-2 would be appropriate and would serve the intentions of the Future Land Use Map. Although the subject property is a separate parcel, it has historically been assembled with the other two parcels known as 4080/4090 South Highland Drive. However, staff does not feel as though a rezone to C-2 should move the height transition boundary, resulting in a greater height.

Staff is recommending that this rezone be subject to a development agreement with conditions.

1. The development site plan as presented in Exhibit C of the Development Agreement shall not change
2. Elevations and locations of buildings of development as presented in Exhibit C of the Development Agreement shall not change
3. Building materials and façade articulation of development as presented in Exhibit C of the Development Agreement shall not change
4. Developer shall plant a minimum of 6 trees no less than two inches in caliper along the west property line. Trees along west property must be columnar birch or poplar.

The Planning Commission and staff, in their review capacity, may impose site plan modifications and conditions to mitigate the reasonably anticipated detrimental effects of a conditional use. These reasonably anticipated detrimental effects can be addressed in a development agreement as well.

PROJECT INFORMATION

(*Refer to Staff Report CU-21-002 / SD-21-006 for proposed development details*) Architectural plans located in the supporting documents.

COMMUNITY COUNCIL RESPONSE

Millcreek Community Council. The Millcreek Community Council held a public meeting on this application on 10 August 2021. The Millcreek Community Council recommended approval of the project, on a vote of 8 approve and 1 abstained. During the meeting it was discussed that the applicant provide a buffer along the west property line with trees. It was also discussed that the development's CC&R's regulate the type of commercial space that can be used in the live/work units.

PLANNING COMMISSION RESPONSE

On 18 August 2021, Planning Commission as respects to ZM-21-003 rezone from R-1-8 to C-2, moved to recommend approval of the rezone subject to the staff report and conditions contained therein. Vote was unanimous.

NEIGHBORHOOD RESPONSE

Residents that attended meeting and by email comments to staff conveyed their concerns about the western boundary line having an adequate barrier by way of a fence and trees. Staff replied by adding that a perimeter fence is required by code. Another comment was made about restricting the live/work commercial space to prohibit massage parlors.

DEVELOPMENT AGREEMENT CONSIDERATIONS

Staff is recommending that this rezone be subject to a development agreement. Per §19.84.060 of the Millcreek Code, All Conditional Use Permits run with the land and may require the applicant to record documents to that effect. The Planning Commission and staff, in their review capacity, may impose site plan modifications and conditions to mitigate the reasonably anticipated detrimental effects of a conditional use. These reasonably anticipated detrimental effects can be addressed in a development agreement as well.

Staff is recommending that a proposed development agreement address the following:

1. The development site plan as presented in Exhibit C shall not change
2. Elevations and locations of buildings of development as presented in Exhibit C shall not change
3. Building materials and façade articulation of development as presented in Exhibit C shall not change
4. Developer shall plant a minimum of 6 trees no less than two inches in caliper along the west property line. Trees along west property must be columnar birch or poplar.
5. ~~Perimeter fencing is required for non-residential uses located adjacent to residential uses and mixed use developments. Acceptable fencing materials include architecturally designed brick, stone, or block, or pre-cast concrete. Fencing with materials using composite products, wrought iron, wood, or vinyl may be allowed with a minimum two foot wide, six foot tall brick or stone pillars spaced every ten feet on center. Unless a variance is granted by the Land Use Hearing Officer allowing different fencing requirements for areas within the irrigation easement owned and operated Big Cottonwood Lower Canal Company.~~ **Variance granted on November 1, 2021. See attached Variance Approval LU-21-007.**

PLANNING STAFF RECOMMENDATION

Based on staff findings, staff recommends to City Council to **approve** rezone application ZM-21-003 accompanied with a development agreement containing the following conditions:

5. The development site plan as presented in Exhibit C of the Development Agreement shall not change
6. Elevations and locations of buildings of development as presented in Exhibit C of the Development Agreement shall not change
7. Building materials and façade articulation of development as presented in Exhibit C of the Development Agreement shall not change
8. Developer shall plant a minimum of 6 trees no less than two inches in caliper along the west property line. Trees along west property must be columnar birch or poplar.

SUPPORTING DOCUMENTS

1. Draft Development Agreement with Exhibits
2. Plans
3. Variance Approval LU-21-007
4. August 18, 2021 Planning Commission meeting minutes
5. August 18, 2021 Planning Commission Staff Report CU-21-002 / SD-21-006

When recorded, return to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ____day of November 2021, by and between Highland Lofts, LLC. ("Developer"), for the land to be included in or affected by the project located at approximately 4080, 4088, and 4090 South Highland Drive in Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, Developer owns approximately .65 acres of real property located at 4080, 4088, and 4090 South Highland Drive in Millcreek, Utah ("Property") and intends to develop the Property. A legal description of the Property is attached hereto as exhibit "A." The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new mixed-use planned unit development consisting of 7 residential townhomes and 4 live/work townhomes (the "Project") on the Property; and

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

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

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-11, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

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

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

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

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in exhibit "B. The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings on this matter.

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

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

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

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

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

TO DEVELOPER: Highland Lofts, LLC.
Nathan Anderson, Mgr. City Ventures, Mgr.
2383 South 900 South
Salt lake City, UT 84108

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

DRAFT

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

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

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

12. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party

waives any claims thereto. The sole remedy available to Developer or and assignee shall be that of specific performance. Notwithstanding such limitation the City may withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Develop or any assignee.

13. **Term of Agreement.** The term of this Agreement shall be until November 22, 2031 and shall automatically expire on such date.

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

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

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

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

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

DRAFT

Millcreek

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, CMC, City Recorder

DEVELOPER

By: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Jeff Silvestrini and Elyse Sullivan as the Mayor and the City Recorder, respectively, of Millcreek, a Utah municipality.

_____
Notary Public

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

The foregoing instrument was acknowledged before me this ___ day of _____ 2021 by _____.

_____
Notary Public

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Exhibit A

Address: 4088 South Highland Drive

Parcel No. 16-33-381-055-0000

Legal Description

BEG NE COR LOT 20, GREEN PASTURES SUB; S 45.75 FT; S 13^30' E 18.21 FT M OR L; N 81^15'16" E 21.5 FT M OR L TO CANAL; N'LY ALG SD CANAL TO PT BEING E 29.47 FT FR BEG; W 29.47 FT TO BEG. 0.04 AC M OR L. 5664-1296 7627-2136 8447-3129 09766-5559

Address: 4080 South Highland Drive

Parcel No. 16-33-381-025-0000

Legal Description

BEG N 242.14 FT & W 70.76 FT FR S 1/4 COR SEC 33, T 1S, R 1ES L M; N 89^42'25" W 197.6 FT; S 0^16'39" E 48.33 FT, M OR LE 209.52 FT, M OR L; N 14^24'30" W 48.86 FT TO BEG. 0.22 AC 4433-0117 8619-3269 09499-2572

Address: 4090 South Highland Drive

Parcel No. 16-33-381-026-0000

Legal Description

COM 7.73 RDS N FR S 1/4 COR SEC 33 T 1S R 1E SL MER N 4.79 RDS W 16 RDS S 4.79 RDS E 16 RDS TO BEG LESS STREET & PARCELDEEDED TO S L CO FOR WIDENING 0.38 AC 4433-0117 5560-0226 8619-3272,3269 9499-2572 09758-3924

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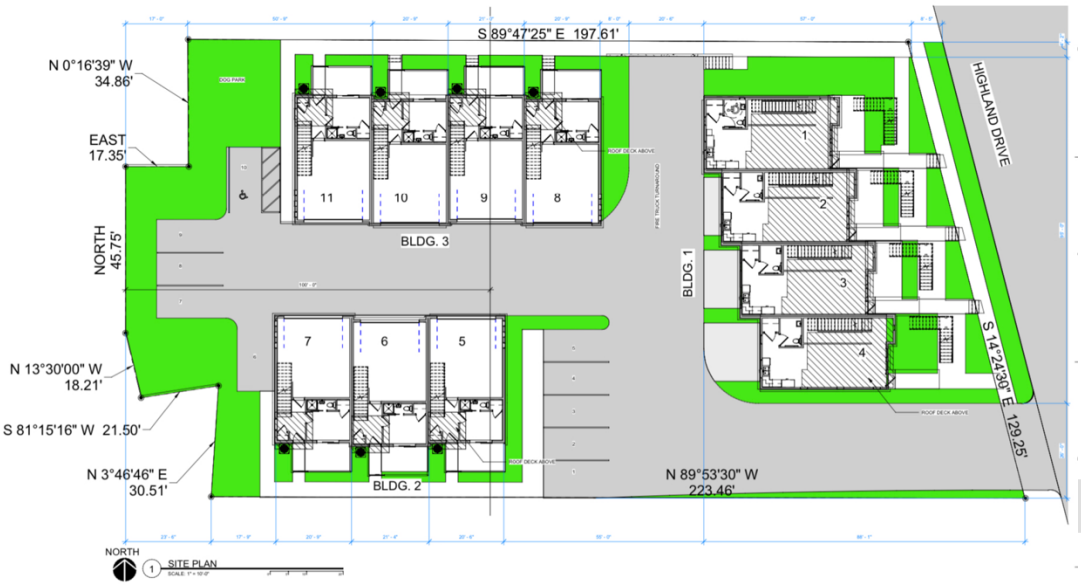
Exhibit B

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

1. The development site plan as presented in Exhibit C shall not change
2. Elevations and locations of buildings of development as presented in Exhibit C shall not change
3. Building materials and façade articulation of development as presented in Exhibit C shall not change
4. Developer shall plant a minimum of 6 trees no less than two inches in caliper along the west property line. Trees along west property must be columnar birch or poplar.

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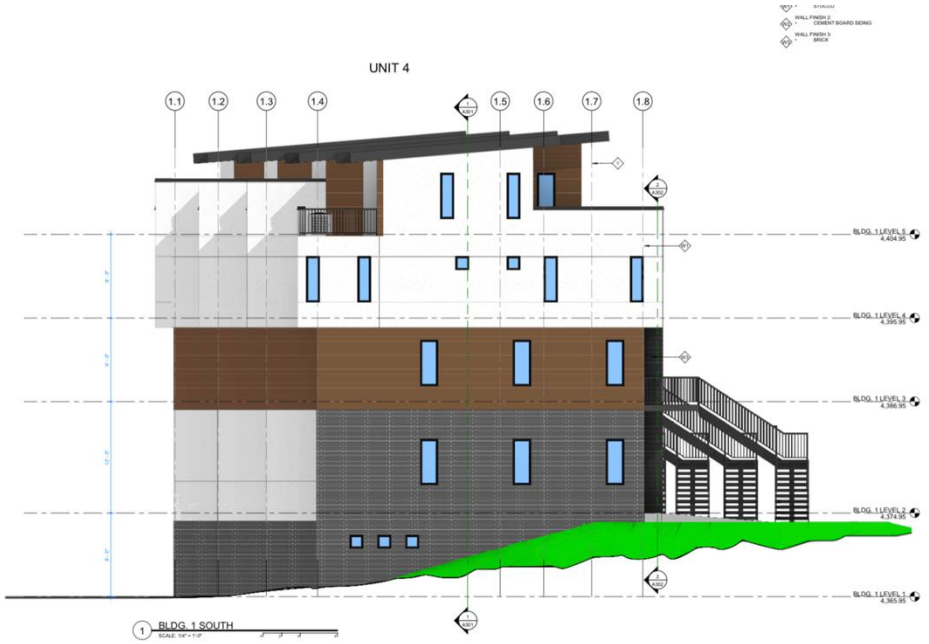
Exhibit C


S 89°47'25" E 197.61'
N 0°16'39" W
34.86'
EAST
17.35'
NORTH
45.75'
N 13°30'00" W
18.21'
S 81°15'16" W 21.50'
N 3°46'46" E
30.51'
BLDG. 3
BLDG. 2
BLDG. 1
N 89°53'30" W
223.46'
HIGHLAND DRIVE
S 14°24'30" E 129.25'
11
10
9
8
7
6
5
1
2
3
4
NORTH
1 SITE PLAN


UNIT 4
UNIT 3
UNIT 2
UNIT 1
1.A
1.B
1.C
1.D
1.E
BLDG. 1 LEVEL 5
4,404.95
BLDG. 1 LEVEL 4
4,395.95
BLDG. 1 LEVEL 3
4,386.95
BLDG. 1 LEVEL 2
4,374.95
1 BLDG. 1 EAST


WALL FINISH 2
CEMENT BOARD SIDING
WALL FINISH 3
BRICK
1.8
1.7
1.6
1.5
UNIT 1
1.4
1.3
1.2
1.1
BLDG. 1 LEVEL 5
4,404.95
BLDG. 1 LEVEL 4
4,395.95
BLDG. 1 LEVEL 3
4,386.95
BLDG. 1 LEVEL 2
4,374.95
BLDG. 1 LEVEL 1
4,365.95
1
BLDG. 1 NORTH


WALL FINISH 2
CEMENT BOARD SIDING
WALL FINISH 3
BRICK
1.E
UNIT 1
1.D
UNIT 2
1.C
UNIT 3
1.B
UNIT 4
1.A
BLDG. 1 LEVEL 5
4,404.95
BLDG. 1 LEVEL 4
4,395.95
BLDG. 1 LEVEL 3
4,386.95
BLDG. 1 LEVEL 2
4,374.95
BLDG. 1 LEVEL 1
4,365.95
1
BLDG. 1 WEST


UNIT 4
1.1
1.2
1.3
1.4
1.5
1.6
1.7
1.8
BLDG. 1 LEVEL 5
4,404.95
BLDG. 1 LEVEL 4
4,395.95
BLDG. 1 LEVEL 3
4,386.95
BLDG. 1 LEVEL 2
4,374.95
BLDG. 1 LEVEL 1
4,365.95
1
BLDG. 1 SOUTH


2.1
2.2
2.3
2.4
UNIT 7
UNIT 6
UNIT 5
1
BLDG. 2 SOUTH
2.D
2.C
2.B
2.A
UNIT 5
UNIT 5 LEVEL 3
4,385.25
UNIT 5 LEVEL 2
4,375.25
UNIT 5 LEVEL 1
4,365.25
2
BLDG. 2 EAST

[DRAFT]


2.4
UNIT 5
2.3
UNIT 6
2.2
UNIT 7
2.1
BLDG. 2 NORTH
2.A 2.B
UNIT 7
2.C 2.D
UNIT 7 LEVEL 3
4,394.25
UNIT 7 LEVEL 2
4,374.25
UNIT 7 LEVEL 1
4,364.25
BLDG. 2 WEST



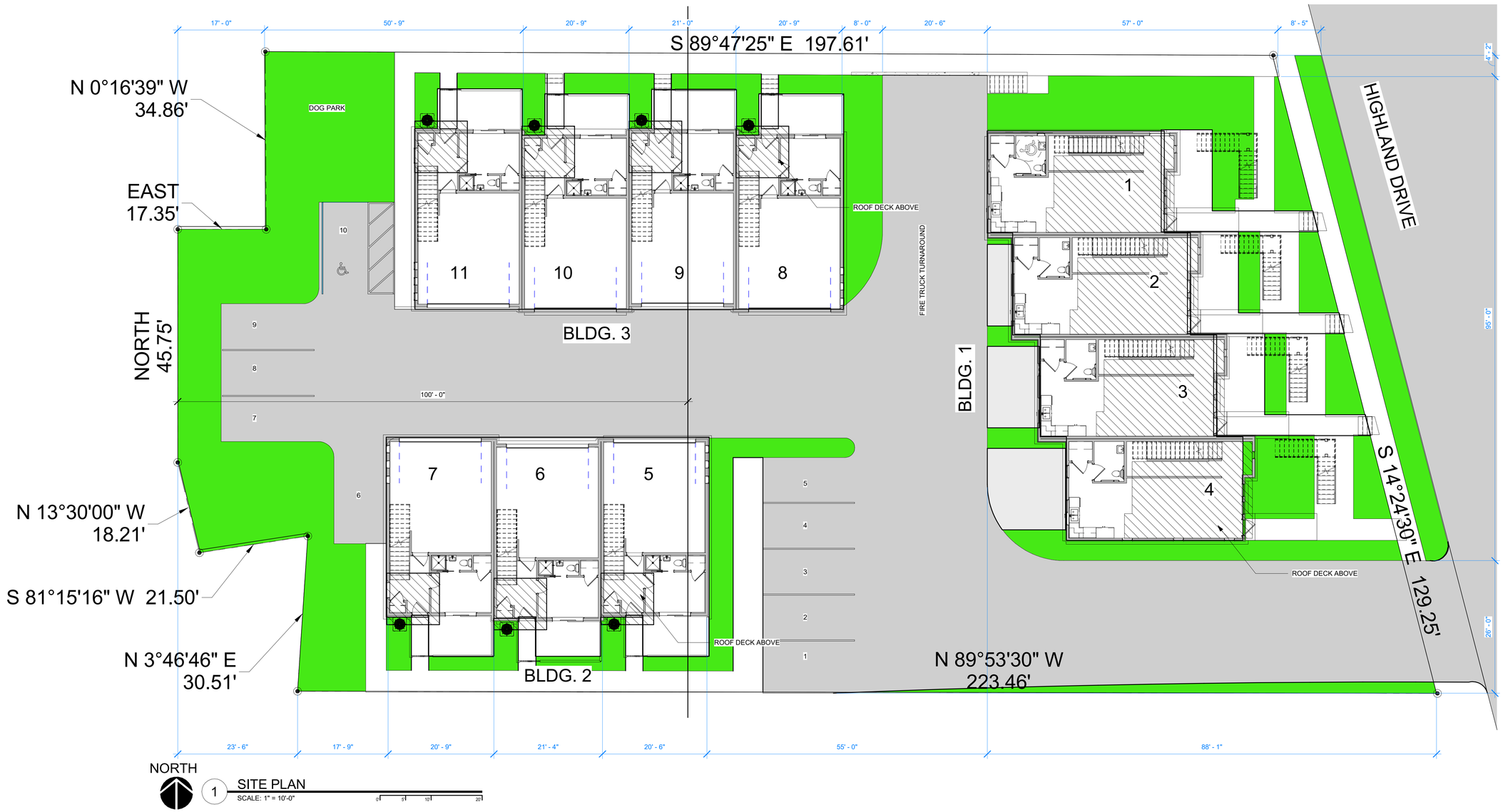








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NORTH

1 SITE PLAN

SCALE: 1" = 10'-0"

0 5 10 20

TABULATION BOX

1. AVERAGE: .64
2. DENSITY UNDER C-2: MINIMUM 21,000 OF 27,878.
3. GEOLOGIC OVERLAY: TESTED NO FAULT DETECTED.
4. OPEN SPACE: 40% REQUIRED - 20 COMMON 20 PRIVATE
5. BUILDING AREA: 8,010 OR .28% OF LOT.
6. GARBAGE FACILITY: WITHIN GARAGE.
7. INTERNAL PARKING: 22
8. SITE PARKING: 10
9. SIDE YARDS 15', REAR YARD 25' FRONT YARD 25'
10. AMENITY: DOG PARK, MIXED USE

*PARKING: 11 UNITS (4 - 3 BEDROOM UNITS/10 PARKING STALLS) (7 - 2 BEDROOM UNITS 14 PARKING STALLS = 24 STALLS. GUEST = 4, COMMERCIAL (1,500) = 6

28 RESIDENTAIL + 6 COMMERCIAL, WITH SHARED PARKING WOULD BE 29 STALLS (32 PROVIDED)

DOG PARK W/BENCH IS FENCED 4' HEIGHT.
OPEN SPACE PROVIDED = 45%, 40% REQUIRED
MIXED-USED COMMERCIAL = 1,500/4 = 375 SF IN UNITS 1-4.
COURTYARDS ARE FENCED UNITS 5-11
UNITS 5-12 30' 0" FT IN HEIGHT, 1-4 = 45' IN HEIGHT.

WEST FENCING TO BE ALTERED FOR TERRAIN.

AREA BREAKDOWN

PROPERTY: 27,570 SF.
PARK STRIP: 1,228 SF.
28,798 SF.

OPEN SPACE: 10,817 SF.
ROOF DECKS: 2,124 SF.
12,941 SF. 45%

BUILDING PADS: 7,993 SF. - ROOF DECKS = 5,869 SF.
HARDSCAPE: 9,988 SF.
15,857 SF. 55%

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
DRAWN BY:
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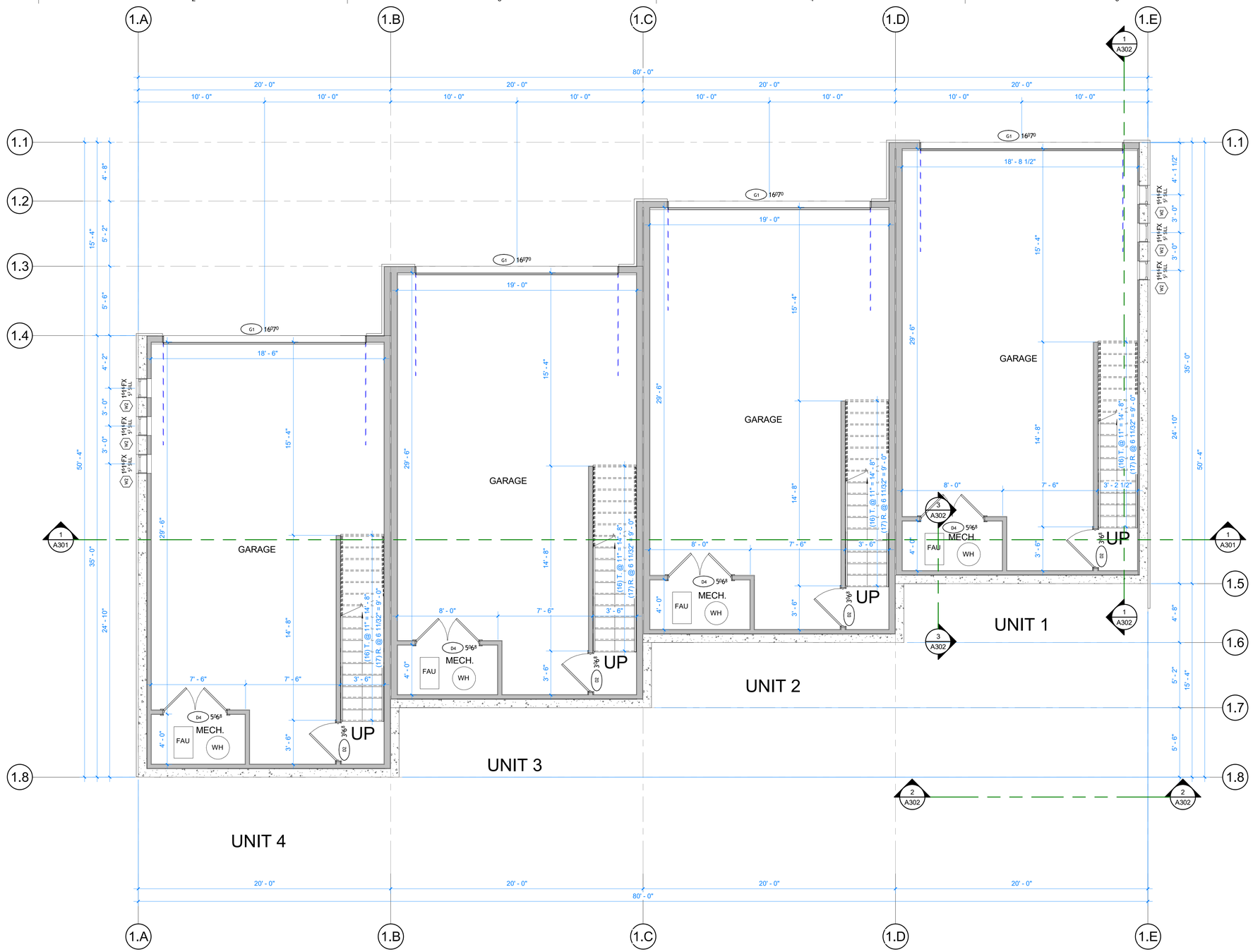
SHEET TITLE:

PLAN - SITE

SHEET NUMBER:

A100

Last Plotted: 10/1/2021 9:46:34 AM



ARCHITECT'S INFORMATION:

RUSSELL**PLATT** ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

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NO.	DATE	DESCRIPTION

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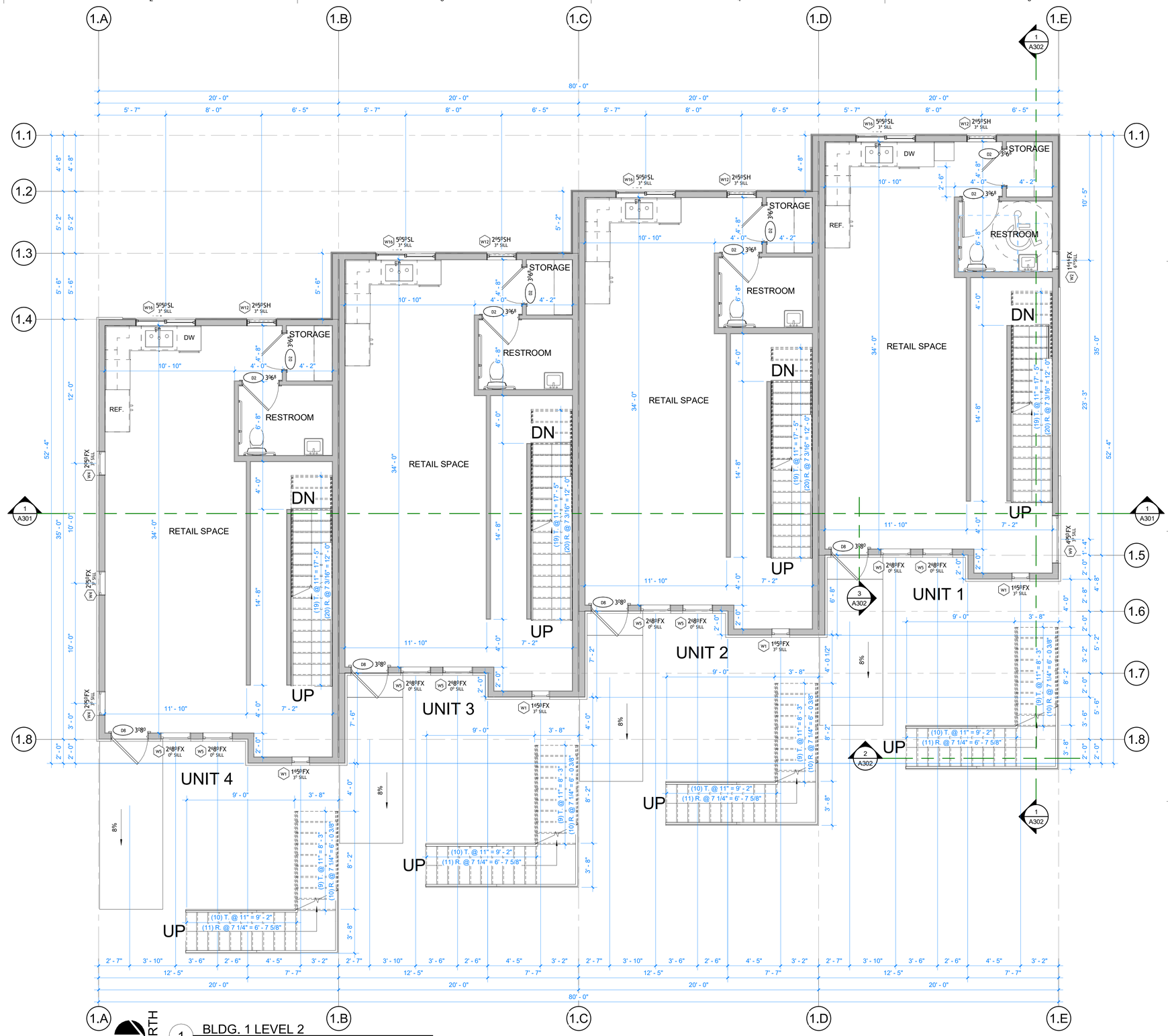
SHEET TITLE:

PLAN - BLDG. 1
LEVEL 1

SHEET NUMBER:

A111

Last Plotted: 10/1/2021 9:46:35 AM



Last Plotted: 10/1/2021 9:46:37 AM

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

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SHEET TITLE:

PLAN - BLDG. 1
LEVEL 2

SHEET NUMBER:

A112

A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305.3, POSITIONED FOR FORWARD APPROACH, SHALL BE PROVIDED. 2009 ICC - 606.2

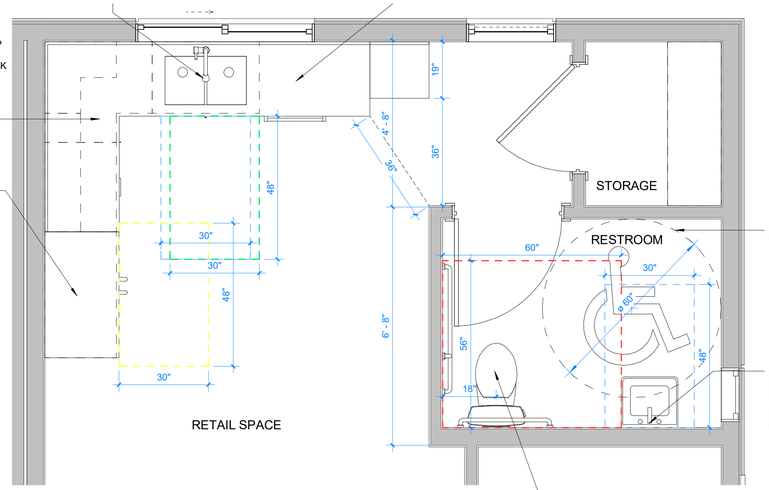
305.3 SIZE - THE CLEAR FLOOR SPACE SHALL BE 48" MIN. IN LENGTH AND 30 INCHES MIN. IN WIDTH.

A CLEAR FLOOR SPACE POSITIONED ADJACENT TO THE DISHWASHER DOOR, SHALL BE PROVIDED. THE DISHWASHER DOOR IN THE OPEN POSITION SHALL NOT OBSTRUCT THE CLEAR FLOOR SPACE FOR THE DISHWASHER OR AN ADJACENT SINK. 2009 ICC - 804.5.3

SPACES THAT DO NOT PROVIDED A COOKTOP OR CONVENTIONAL RANGE SHALL NOT BE REQUIRED TO PROVIDE AN ACCESSIBLE WORK SURFACE. 2009 ICC - 804.3

THE TOPS OF DINING SURFACES AND WORK SURFACES SHALL BE 28" MIN. AND 34" MAX. IN HEIGHT ABOVE THE FLOOR. 2009 ICC - 902.4

A CLEAR FLOOR SPACE, POSITIONED OF A PARALLEL APPROACH TO THE REFRIGERATOR/FREEZER, SHALL BE PROVIDED. THE CENTERLINE OF THE CLEAR FLOOR SPACE SHALL BE OFFSET 24" MAX. FROM THE CENTERLINE OF THE APPLIANCE. 2009 ICC - 804.5.6



THE TURNING SPACE SHALL BE CIRCULAR SPACE WITH A 60" MIN. DIAMETER. 2009 ICC - 606.2

A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305.3, POSITIONED FOR FORWARD APPROACH, SHALL BE PROVIDED. 2009 ICC - 606.2

305.3 SIZE - THE CLEAR FLOOR SPACE SHALL BE 48" MIN. IN LENGTH AND 30 INCHES MIN. IN WIDTH.

CLEARANCE AROUND A WATER CLOSET SHALL BE 60" MIN. IN WIDTH, MEASURED PERPENDICULAR FROM THE SIDEWALL. CLEARANCE AROUND THE WATER CLOSET SHALL BE 56" MIN. IN DEPTH, MEASURED PERPENDICULAR FROM THE REAR WALL. 2009 ICC - 604.3

NORTH

1 BLDG. 1 LEVEL 2 - Callout 1 Option 1

SCALE: 1/2" = 1'-0"

A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305.3, POSITIONED FOR FORWARD APPROACH, SHALL BE PROVIDED. 2009 ICC - 606.2

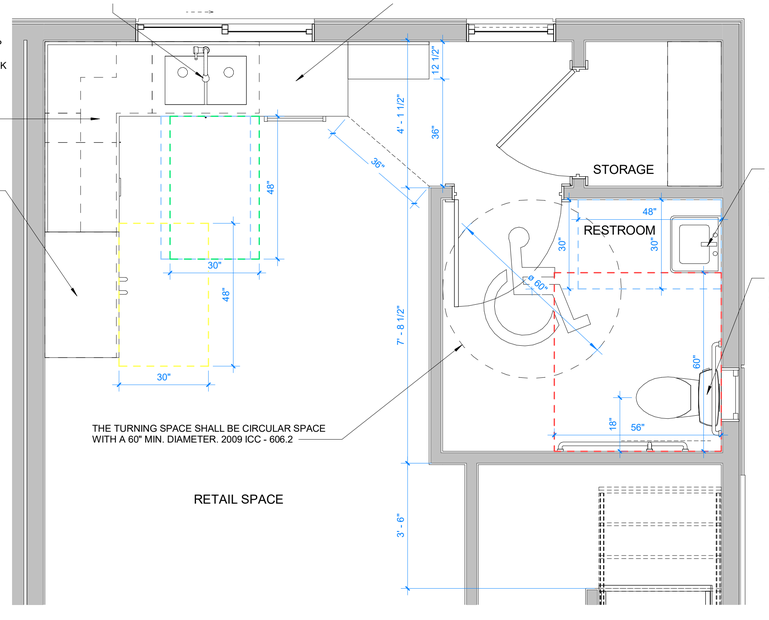
305.3 SIZE - THE CLEAR FLOOR SPACE SHALL BE 48" MIN. IN LENGTH AND 30 INCHES MIN. IN WIDTH.

A CLEAR FLOOR SPACE POSITIONED ADJACENT TO THE DISHWASHER DOOR, SHALL BE PROVIDED. THE DISHWASHER DOOR IN THE OPEN POSITION SHALL NOT OBSTRUCT THE CLEAR FLOOR SPACE FOR THE DISHWASHER OR AN ADJACENT SINK. 2009 ICC - 804.5.3

SPACES THAT DO NOT PROVIDED A COOKTOP OR CONVENTIONAL RANGE SHALL NOT BE REQUIRED TO PROVIDE AN ACCESSIBLE WORK SURFACE. 2009 ICC - 804.3

THE TOPS OF DINING SURFACES AND WORK SURFACES SHALL BE 28" MIN. AND 34" MAX. IN HEIGHT ABOVE THE FLOOR. 2009 ICC - 902.4

A CLEAR FLOOR SPACE, POSITIONED OF A PARALLEL APPROACH TO THE REFRIGERATOR/ FREEZER, SHALL BE PROVIDED. THE CENTERLINE OF THE CLEAR FLOOR SPACE SHALL BE OFFSET 24" MAX. FROM THE CENTERLINE OF THE APPLIANCE. 2009 ICC - 804.5.6



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CLEARANCE AROUND A WATER CLOSET SHALL BE 60" MIN. IN WIDTH, MEASURED PERPENDICULAR FROM THE SIDEWALL. CLEARANCE AROUND THE WATER CLOSET SHALL BE 56" MIN. IN DEPTH, MEASURED PERPENDICULAR FROM THE REAR WALL. 2009 ICC - 604.3

NORTH

2 BLDG. 1 LEVEL 2 - Callout 1 Option 2

SCALE: 1/2" = 1'-0"

ARCHITECT'S INFORMATION:

RUSSELLPLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
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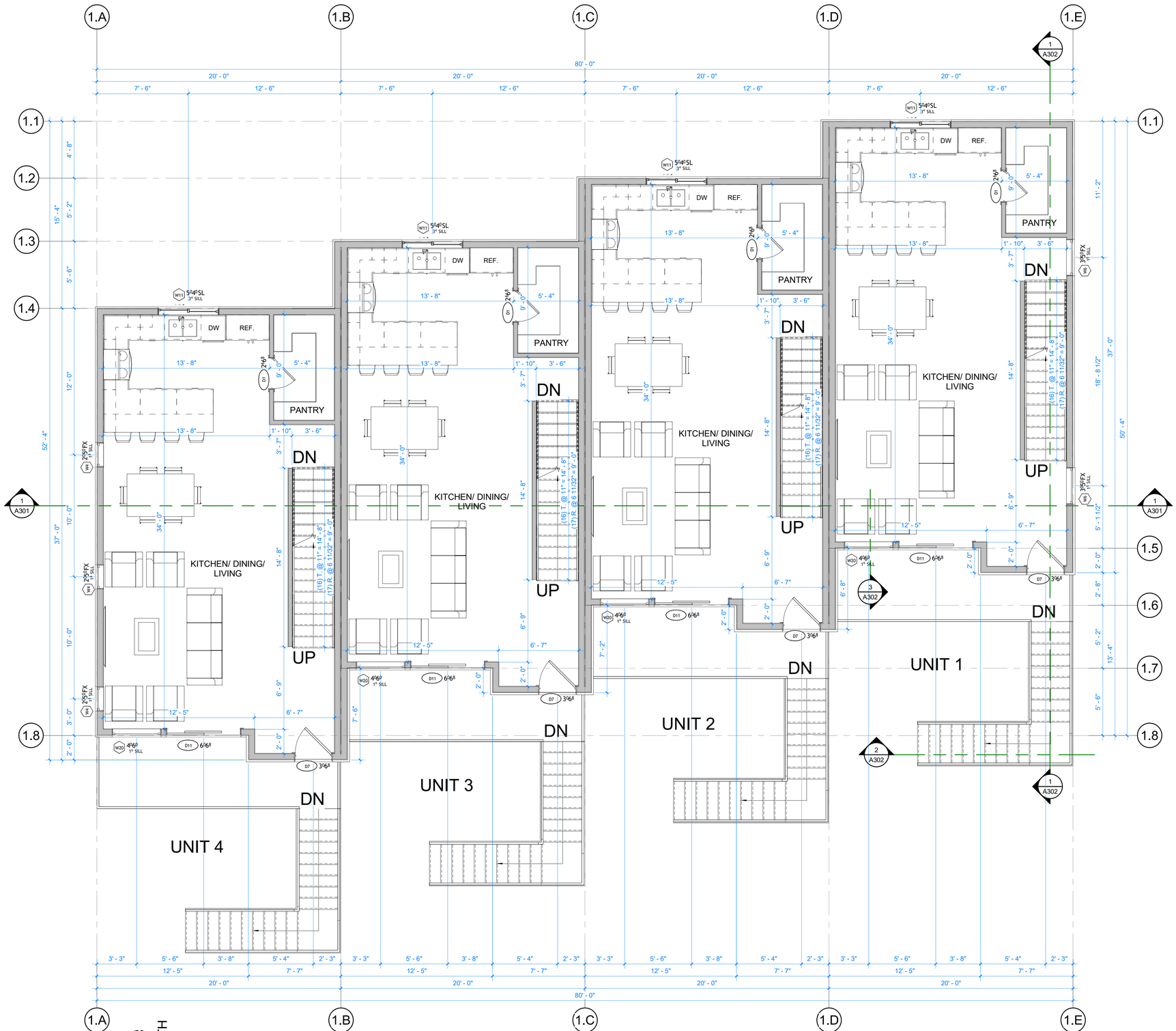
SHEET TITLE:

ENLARGED BLDG. 1 LEVEL 2 ADA PLAN

SHEET NUMBER:

A112.1

Last Plotted: 10/1/2021 9:46:38 AM



ARCHITECT'S INFORMATION:

RUSSELL**PLATT** ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

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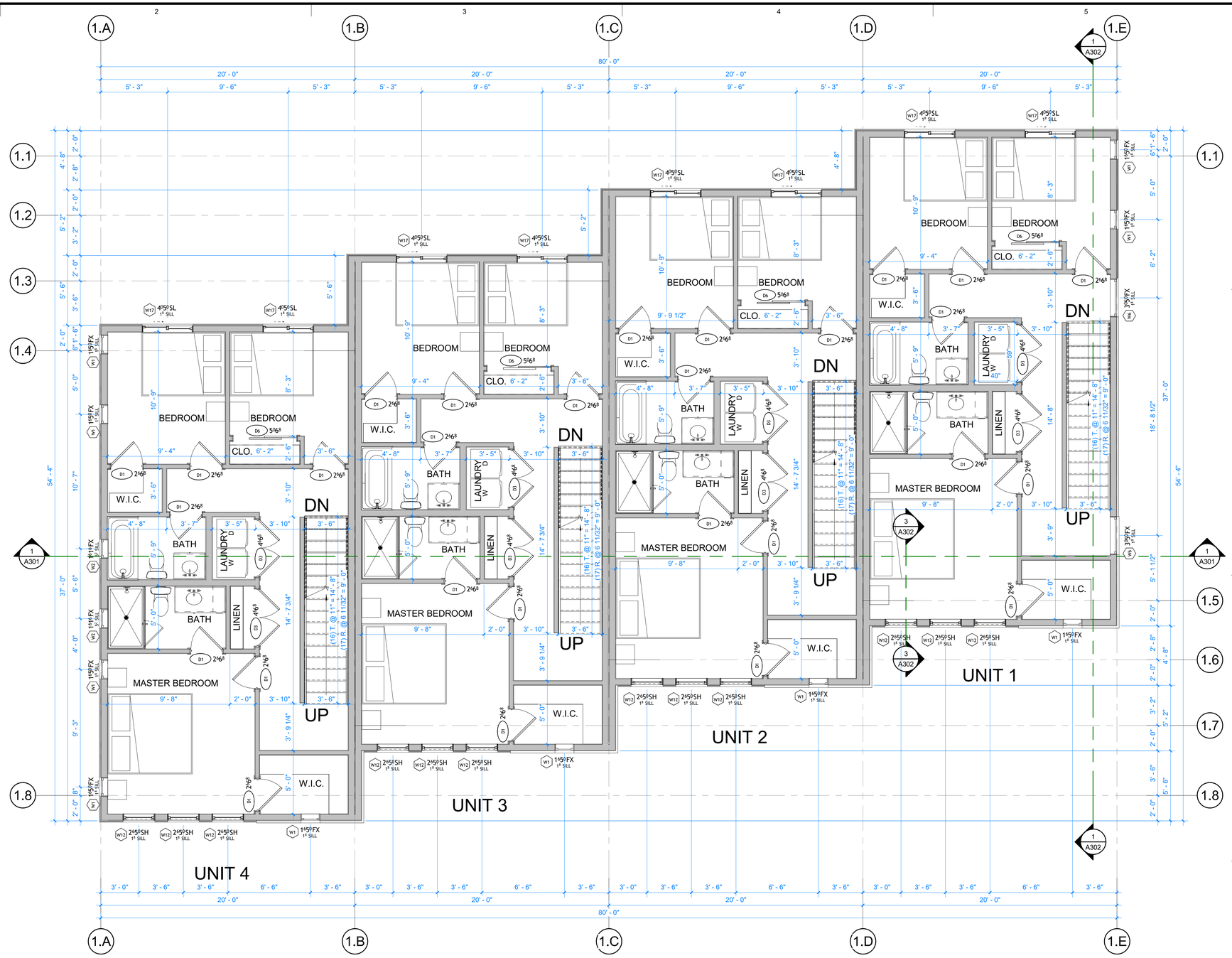
SHEET TITLE:

PLAN - BLDG. 1
LEVEL 3

SHEET NUMBER:

A113

Last Plotted: 10/1/2021 9:46:40 AM



NORTH

1 BLDG. 1 LEVEL 4

SCALE: 1/4" = 1'-0"

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

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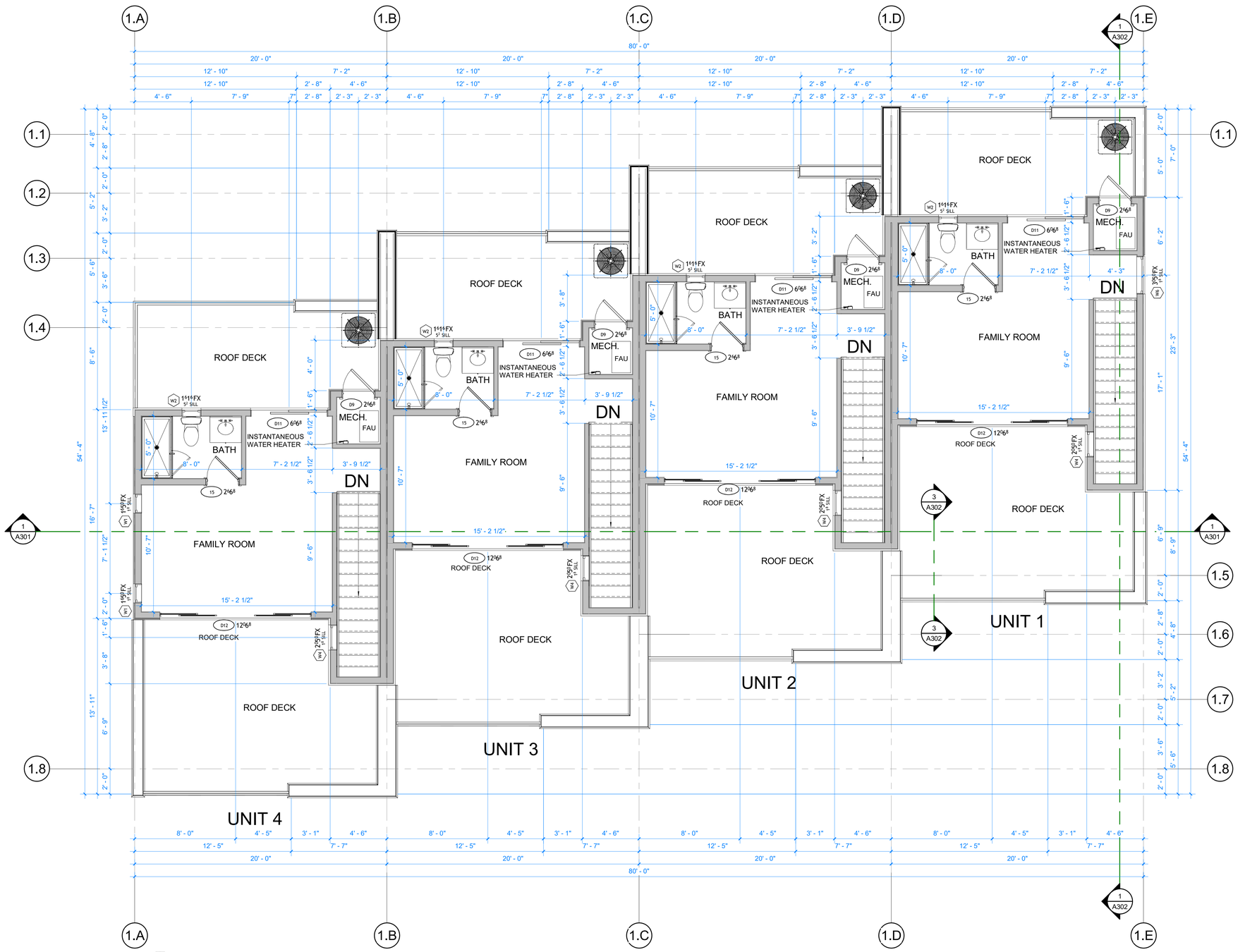
SHEET TITLE:

PLAN - BLDG. 1
LEVEL 4

SHEET NUMBER:

A114

Last Plotted: 10/1/2021 9:46:43 AM



ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

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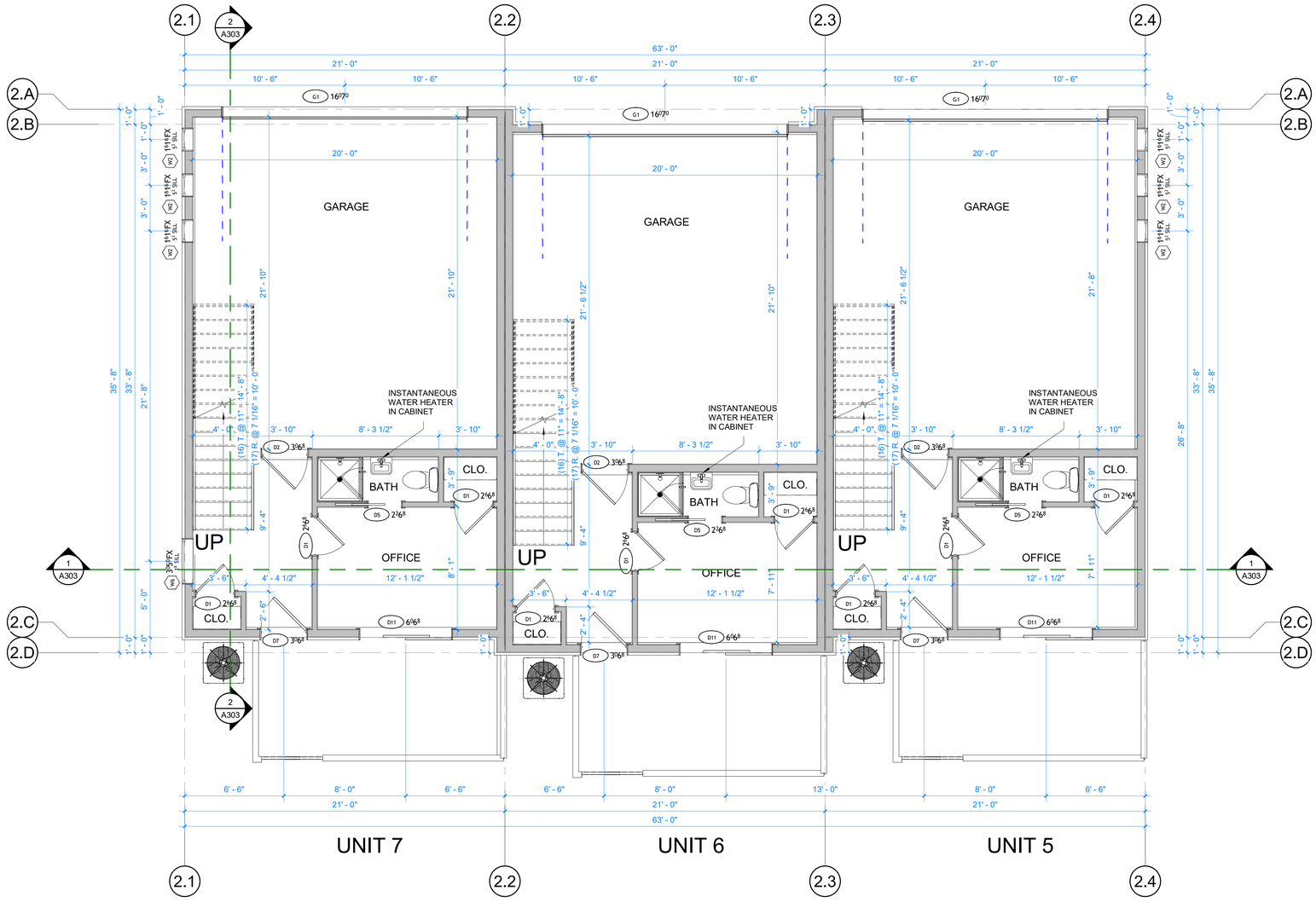
SHEET TITLE:

PLAN - BLDG. 1
LEVEL 5

SHEET NUMBER:

A115

Last Plotted: 10/1/2021 9:46:46 AM



NORTH

1 BLDG. 2 LEVEL 1

SCALE: 1/4" = 1'-0"

Last Plotted: 10/1/2021 9:46:48 AM

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR, MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
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DESIGNED BY:

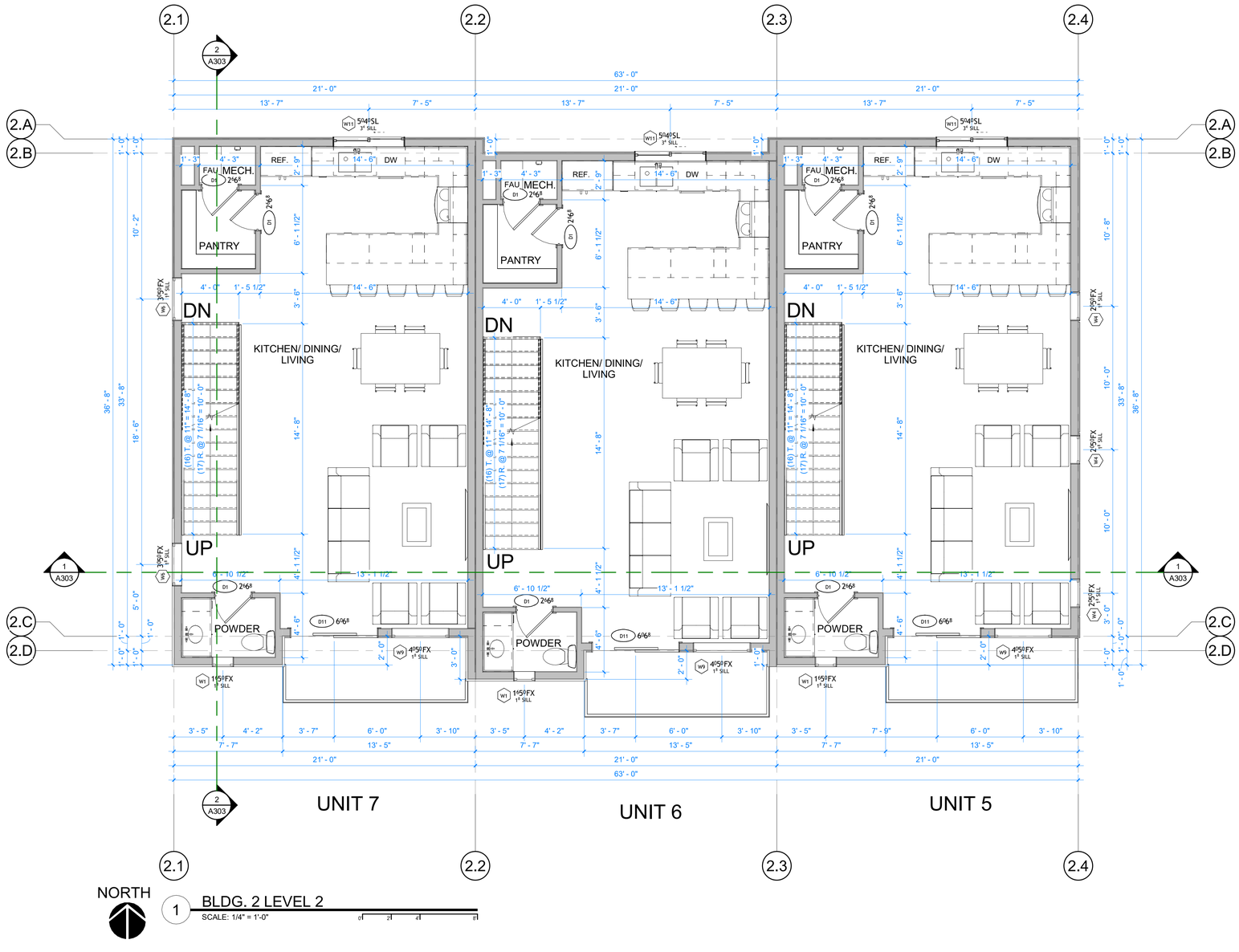
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SHEET TITLE:

PLAN - BLDG. 2
LEVEL 1

SHEET NUMBER:

A121



ARCHITECT'S INFORMATION:
RUSSELL PLATT ARCHITECTURE
RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
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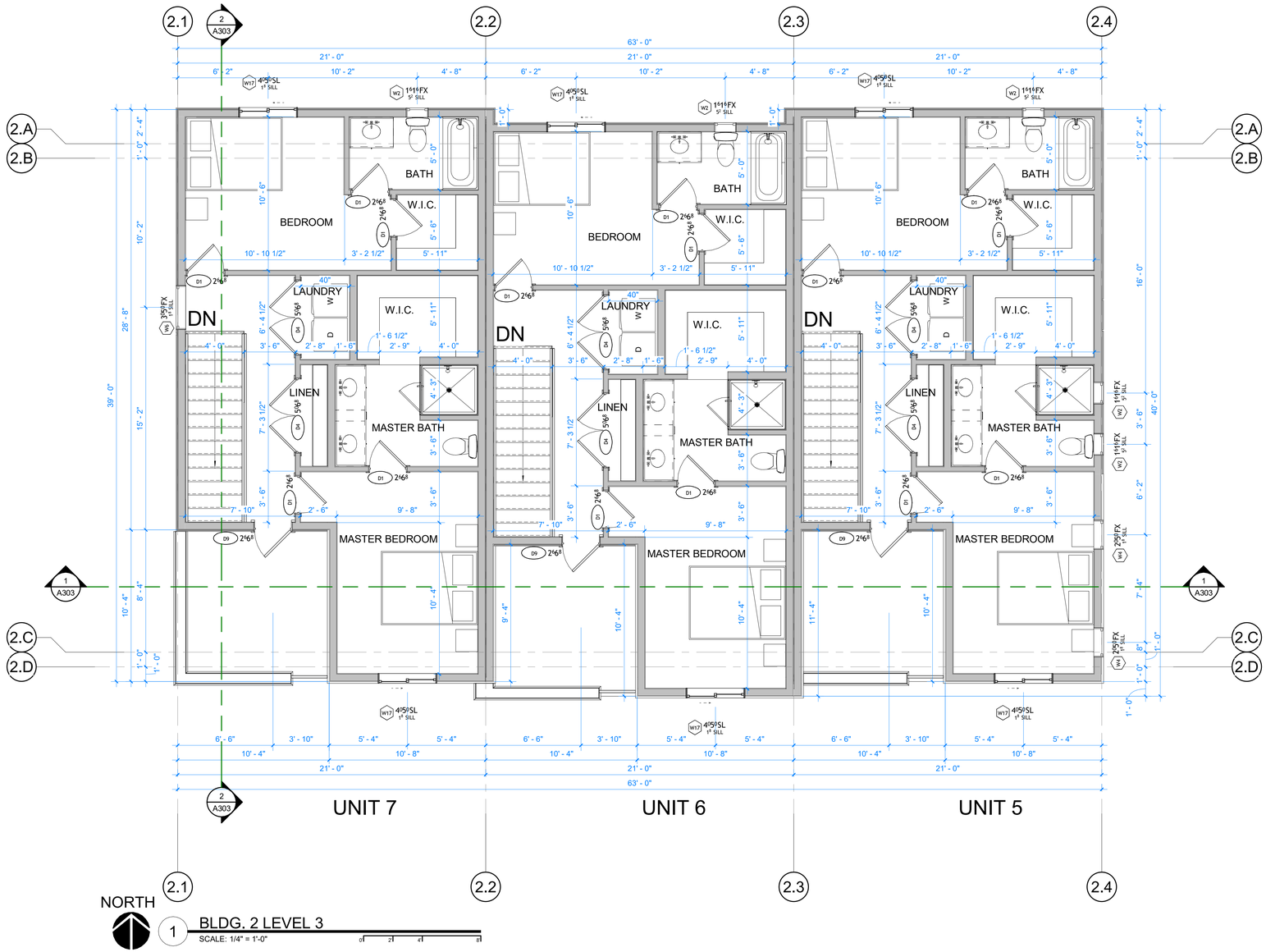
SHEET TITLE:

PLAN - BLDG. 2
LEVEL 2

SHEET NUMBER:

A122

Last Plotted: 10/1/2021 9:46:50 AM



Last Plotted: 10/1/2021 9:46:52 AM

ARCHITECT'S INFORMATION:

RUSSELL**PLATT** ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
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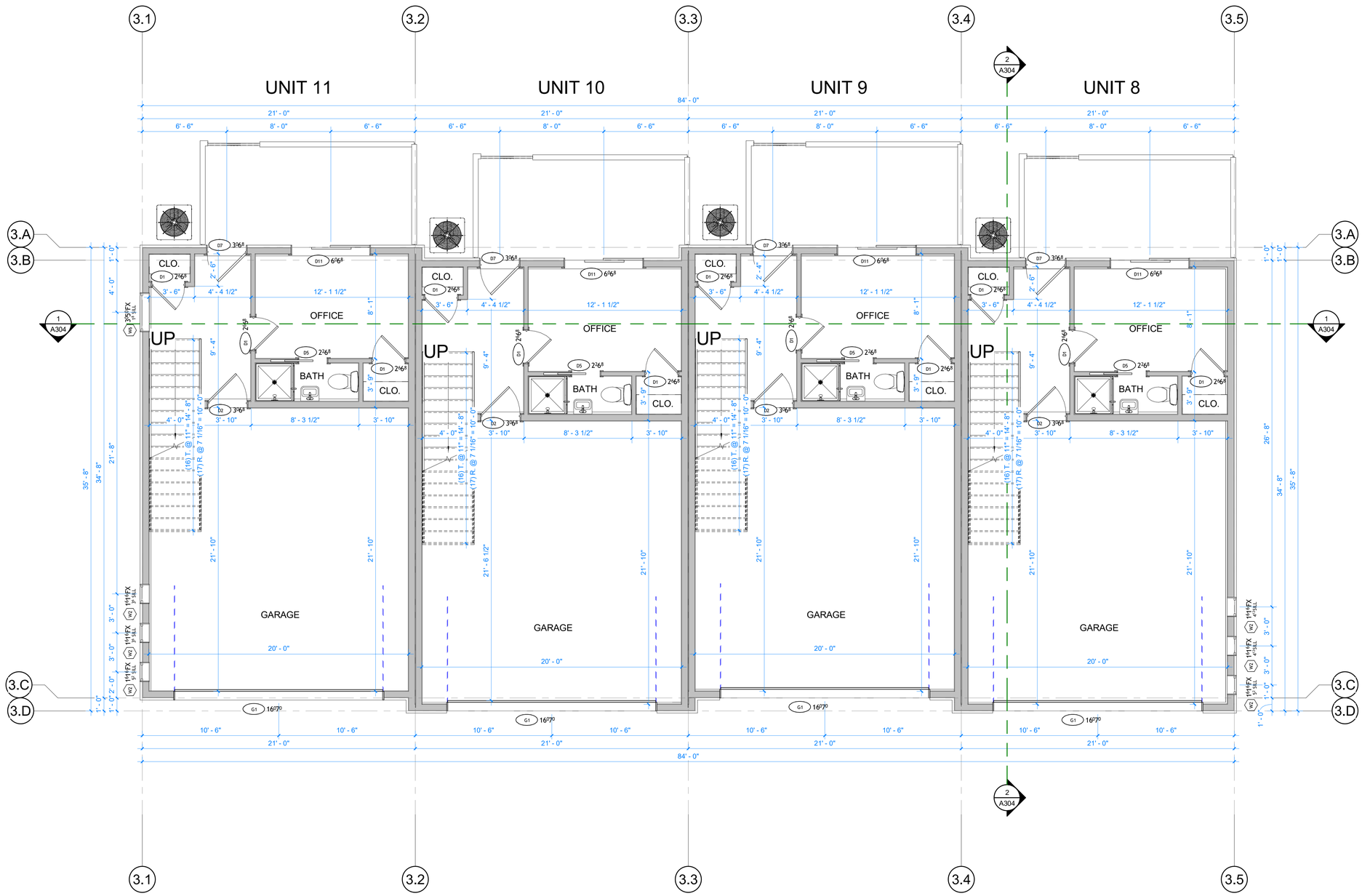
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SHEET TITLE:

PLAN - BLDG. 2
LEVEL 3

SHEET NUMBER:

A123



1 BLDG. 3 LEVEL 1

SCALE: 1/4" = 1'-0"

0' 2' 4' 8'

Last Plotted: 10/1/2021 9:46:55 AM

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

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ISSUED: OCT. 1ST, 2021

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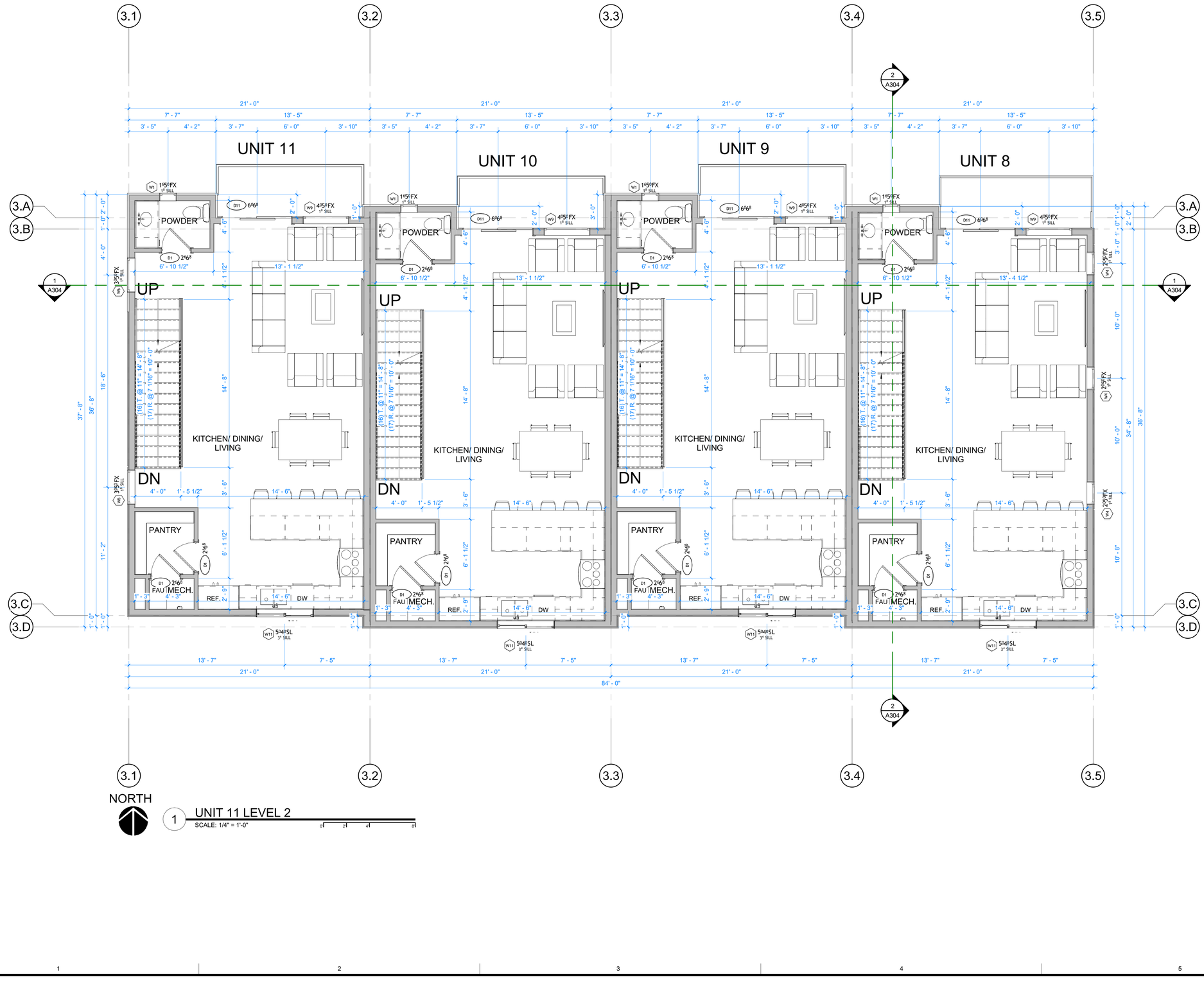
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SHEET TITLE:

PLAN - BLDG. 3
LEVEL 1

SHEET NUMBER:

A131



NORTH

1 UNIT 11 LEVEL 2
SCALE: 1/4" = 1'-0"

Last Plotted: 10/1/2021 9:46:57 AM

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
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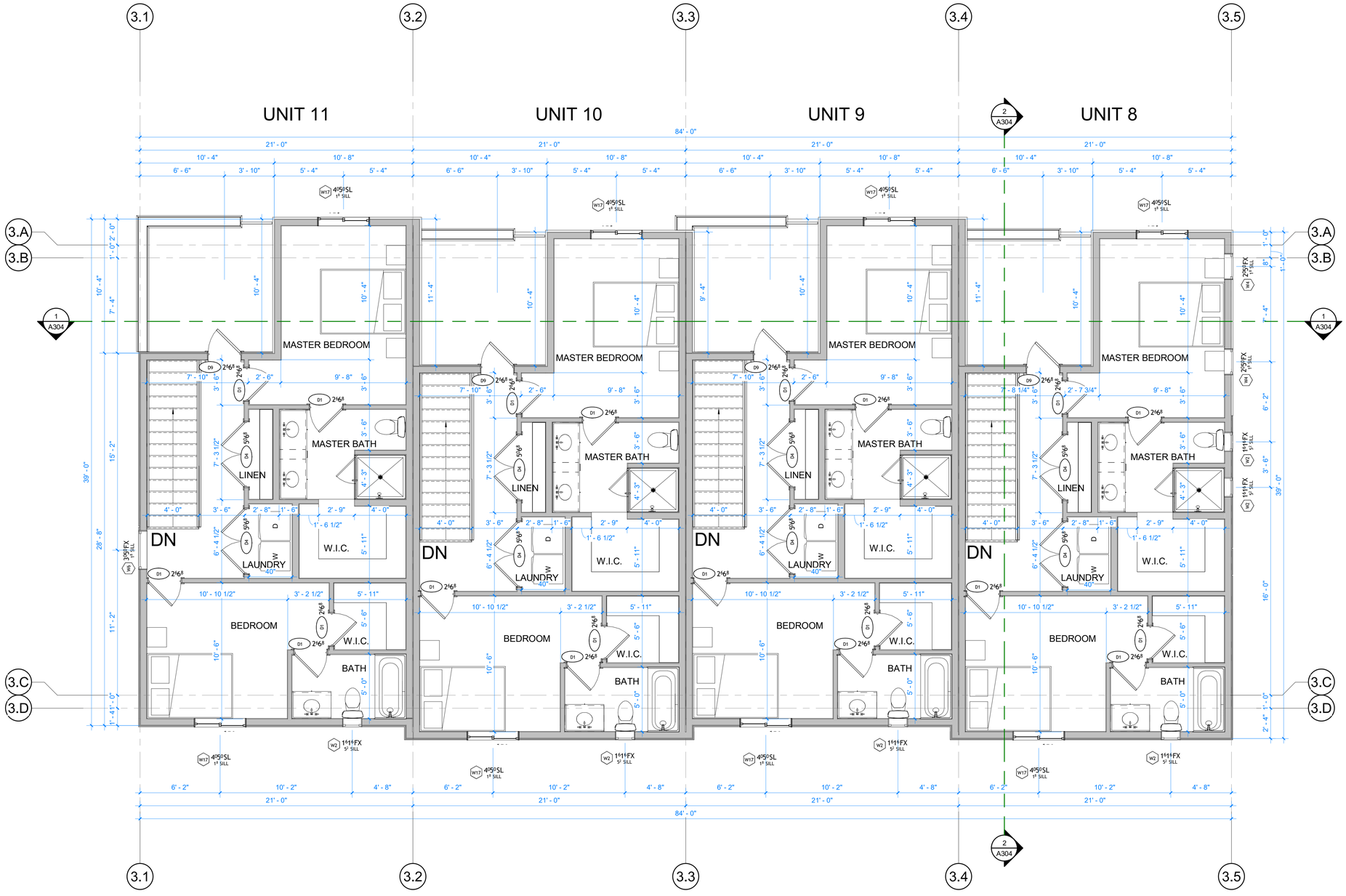
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SHEET TITLE:

PLAN - BLDG. 3
LEVEL 2

SHEET NUMBER:

A132



NORTH

1 UNIT 11 LEVEL 3

SCALE: 1/4" = 1'-0"

Last Plotted: 10/1/2021 9:47:00 AM

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS

4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

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SHEET TITLE:

PLAN - BLDG. 3
LEVEL 3

SHEET NUMBER:

A133

// FINISH SCHEDULE

- W1 — WALL FINISH 1: STUCCO
- W2 — WALL FINISH 2: CEMENT BOARD SIDING
- W3 — WALL FINISH 3: BRICK



1 BLDG. 1 EAST
SCALE: 1/4" = 1'-0"

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
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SHEET TITLE:

BUILDING ELEVATIONS BLDG. 1 EAST

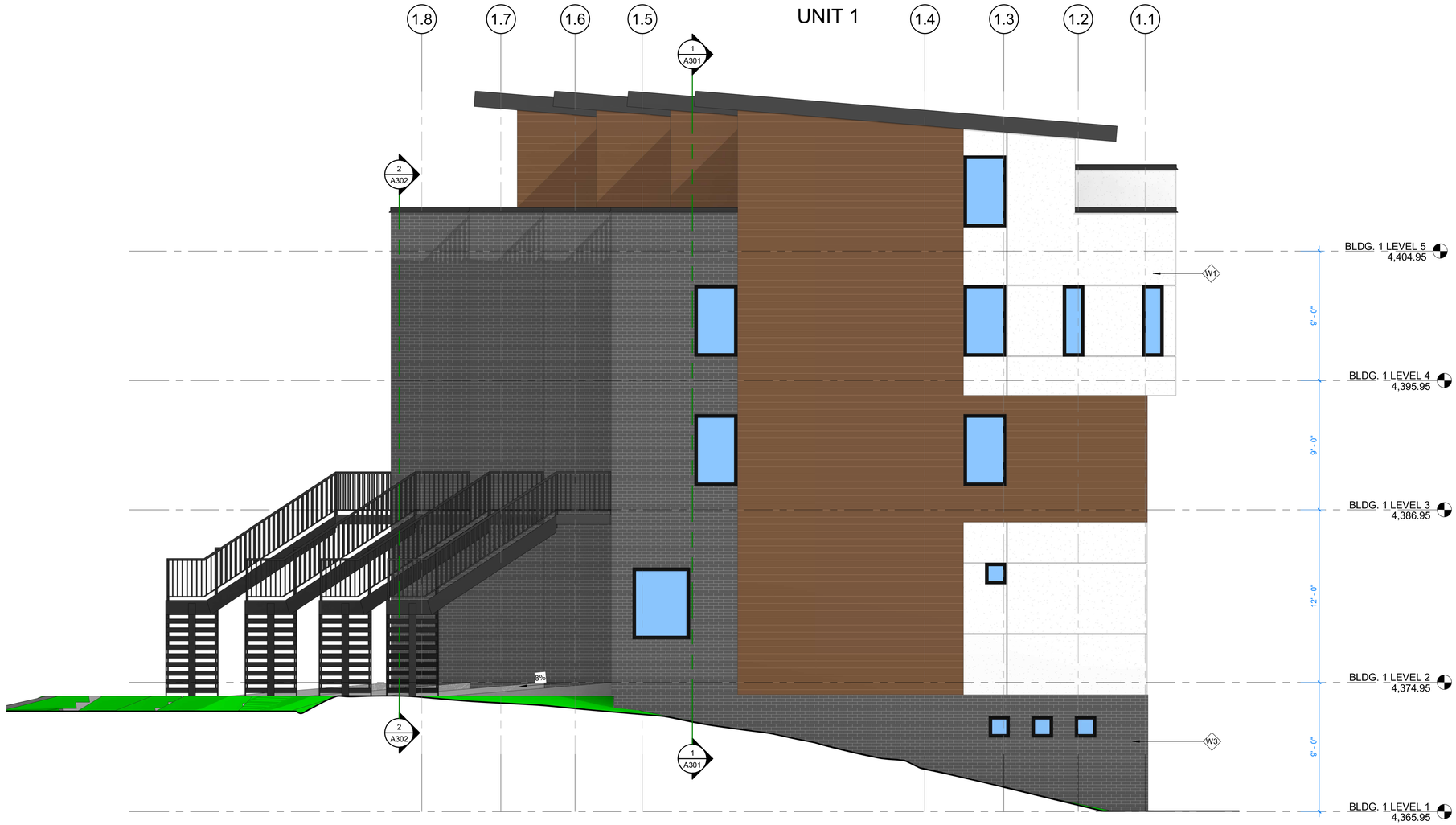
SHEET NUMBER:

A211

Last Plotted: 10/1/2021 9:47:22 AM

// FINISH SCHEDULE

- W1 — WALL FINISH 1: STUCCO
- W2 — WALL FINISH 2: CEMENT BOARD SIDING
- W3 — WALL FINISH 3: BRICK



1 BLDG. 1 NORTH
SCALE: 1/4" = 1'-0"

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

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SHEET TITLE:

BUILDING ELEVATIONS BLDG. 1 NORTH

SHEET NUMBER:

A212

Last Plotted: 10/1/2021 9:47:54 AM

// FINISH SCHEDULE

- W1 — WALL FINISH 1: STUCCO
- W2 — WALL FINISH 2: CEMENT BOARD SIDING
- W3 — WALL FINISH 3: BRICK



1 BLDG. 1 WEST
SCALE: 1/4" = 1'-0"

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

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HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

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SHEET TITLE:

BUILDING ELEVATIONS BLDG. 1 WEST

SHEET NUMBER:

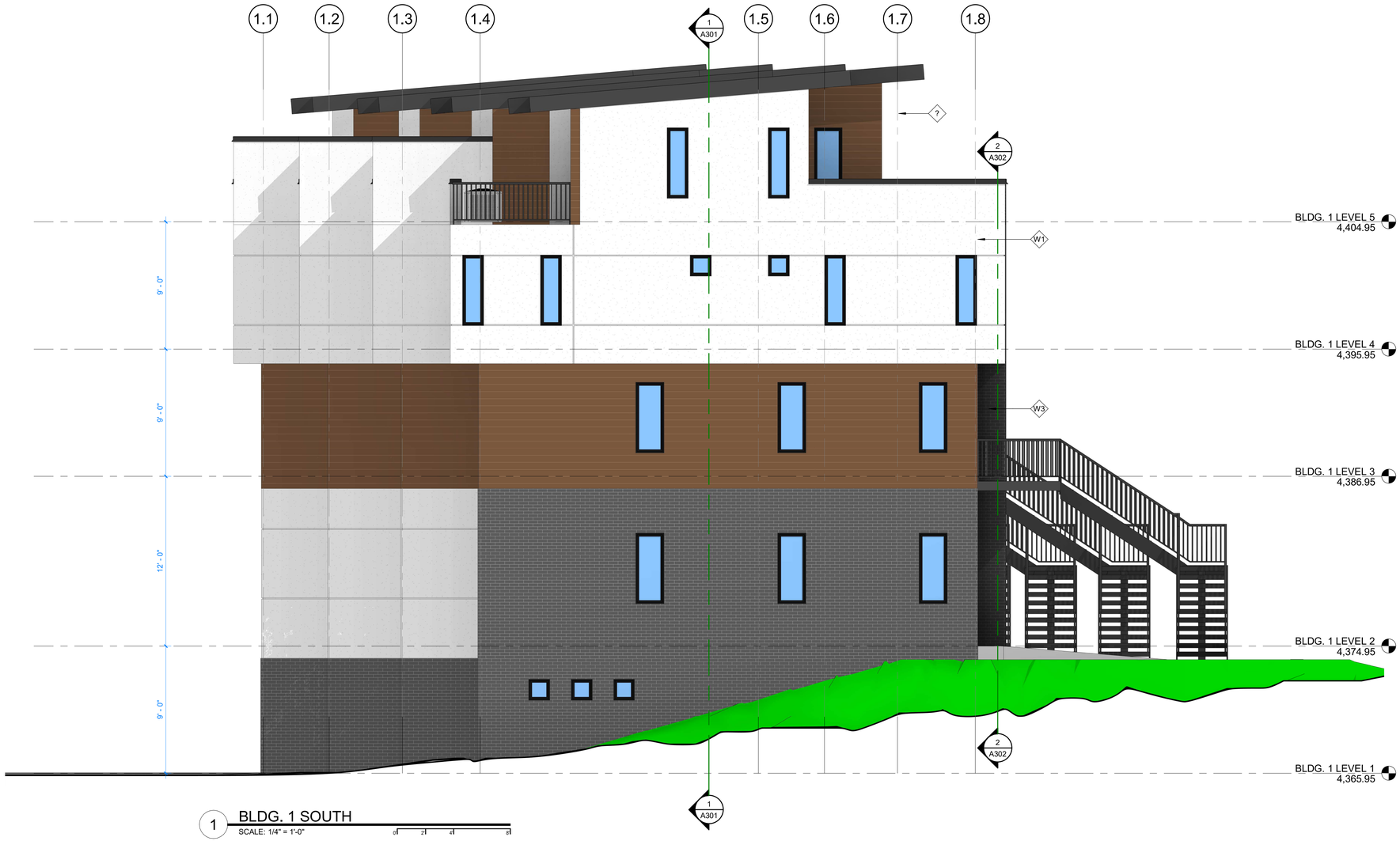
A213

Last Plotted: 10/1/2021 9:48:25 AM

// FINISH SCHEDULE

- W1 — WALL FINISH 1: STUCCO
- W2 — WALL FINISH 2: CEMENT BOARD SIDING
- W3 — WALL FINISH 3: BRICK

UNIT 4



1 BLDG. 1 SOUTH
SCALE: 1/4" = 1'-0"

Last Plotted: 10/1/2021 9:48:55 AM

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

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NO.	DATE	DESCRIPTION

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SHEET TITLE:

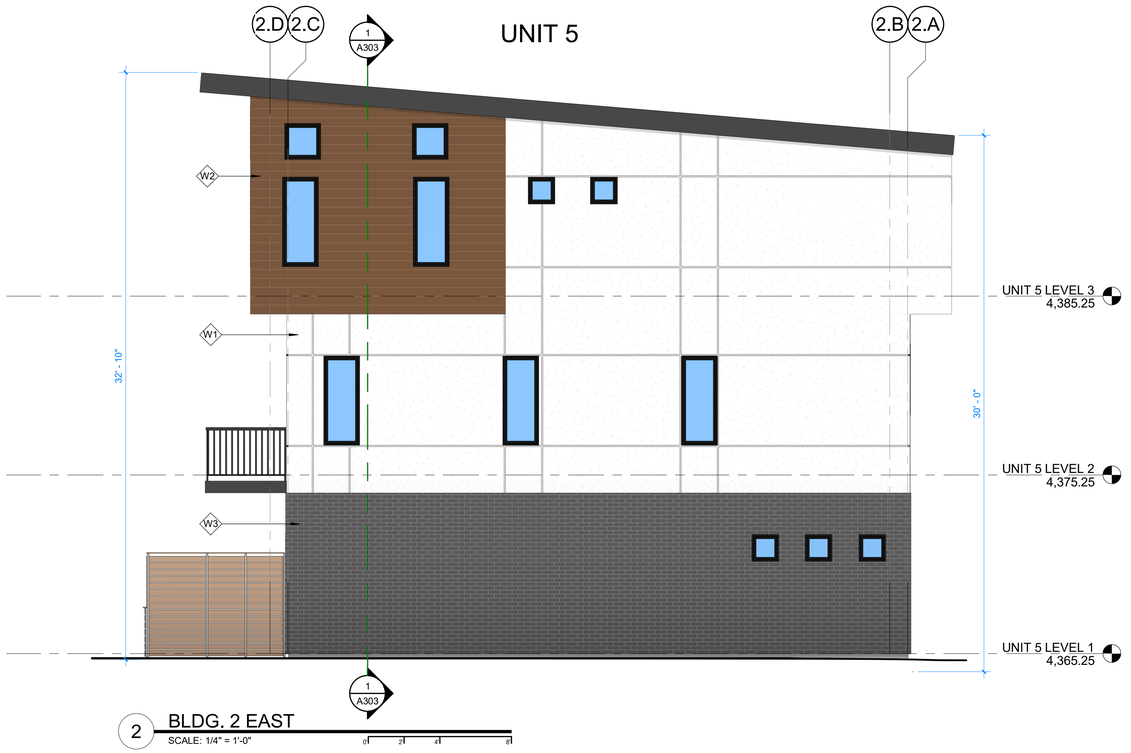
BUILDING ELEVATIONS BLDG. 1 WEST

SHEET NUMBER:

A214



1 BLDG. 2 SOUTH
SCALE: 1/4" = 1'-0"



2 BLDG. 2 EAST
SCALE: 1/4" = 1'-0"

// FINISH SCHEDULE

W1 WALL FINISH 1:
- STUCCO

W2 WALL FINISH 2:
- CEMENT BOARD SIDING

W3 WALL FINISH 3:
- BRICK

ARCHITECT'S INFORMATION:
RUSSELL PLATT ARCHITECTURE
RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:
HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

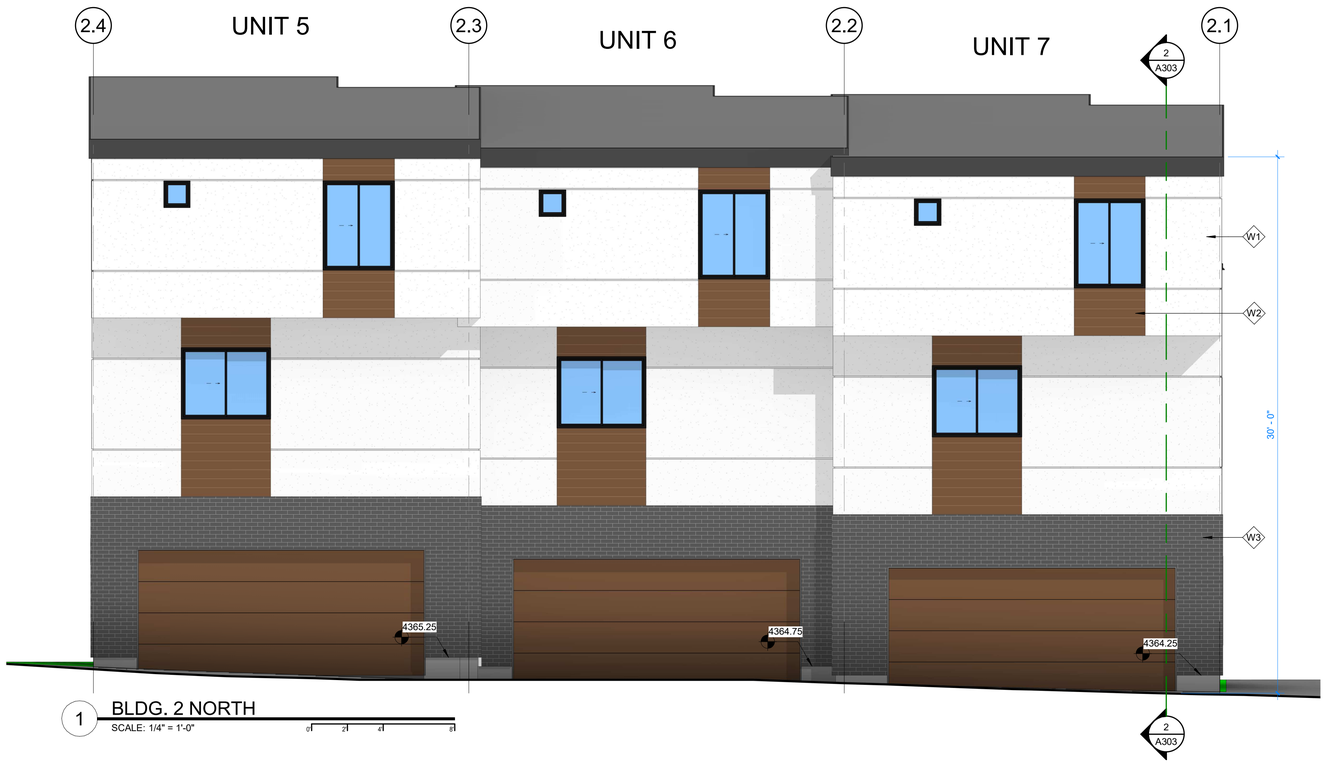
NO.	DATE	DESCRIPTION

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RPA PROJECT #:
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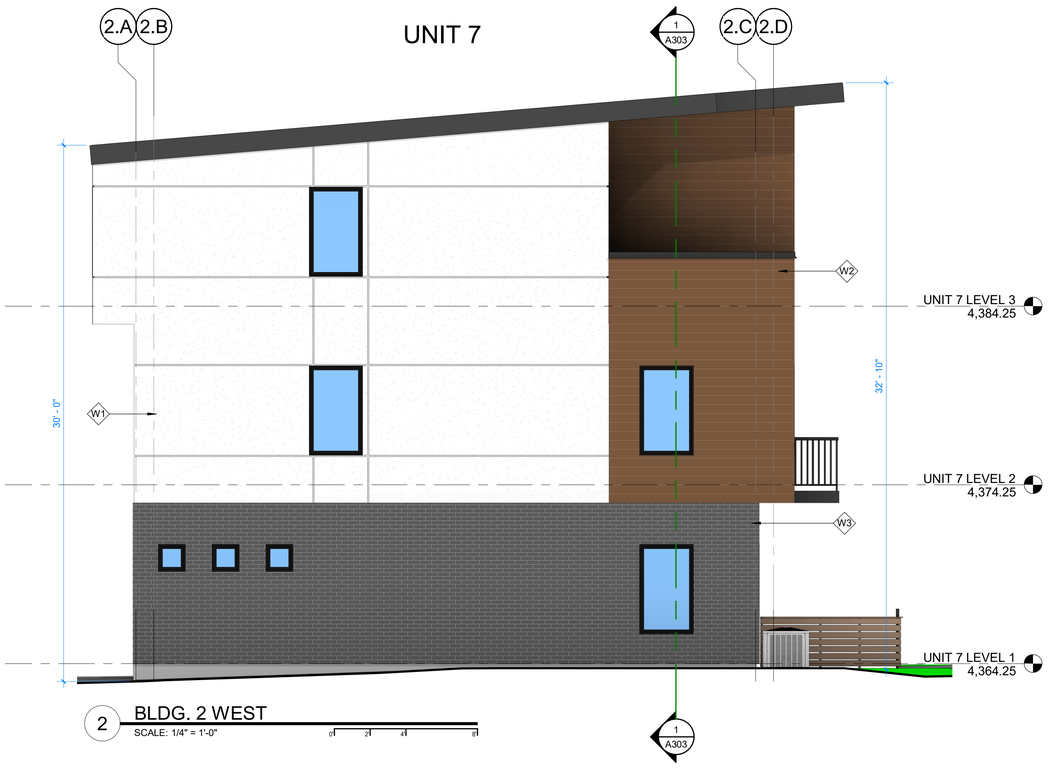
SHEET TITLE:
BUILDING ELEVATIONS BLDG. 2 SOUTH & EAST

SHEET NUMBER:
A221

Last Plotted: 10/1/2021 9:49:06 AM



1 BLDG. 2 NORTH
SCALE: 1/4" = 1'-0"



2 BLDG. 2 WEST
SCALE: 1/4" = 1'-0"

// FINISH SCHEDULE

W1 WALL FINISH 1:
- STUCCO

W2 WALL FINISH 2:
- CEMENT BOARD SIDING

W3 WALL FINISH 3:
- BRICK

ARCHITECT'S INFORMATION:
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235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:
HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

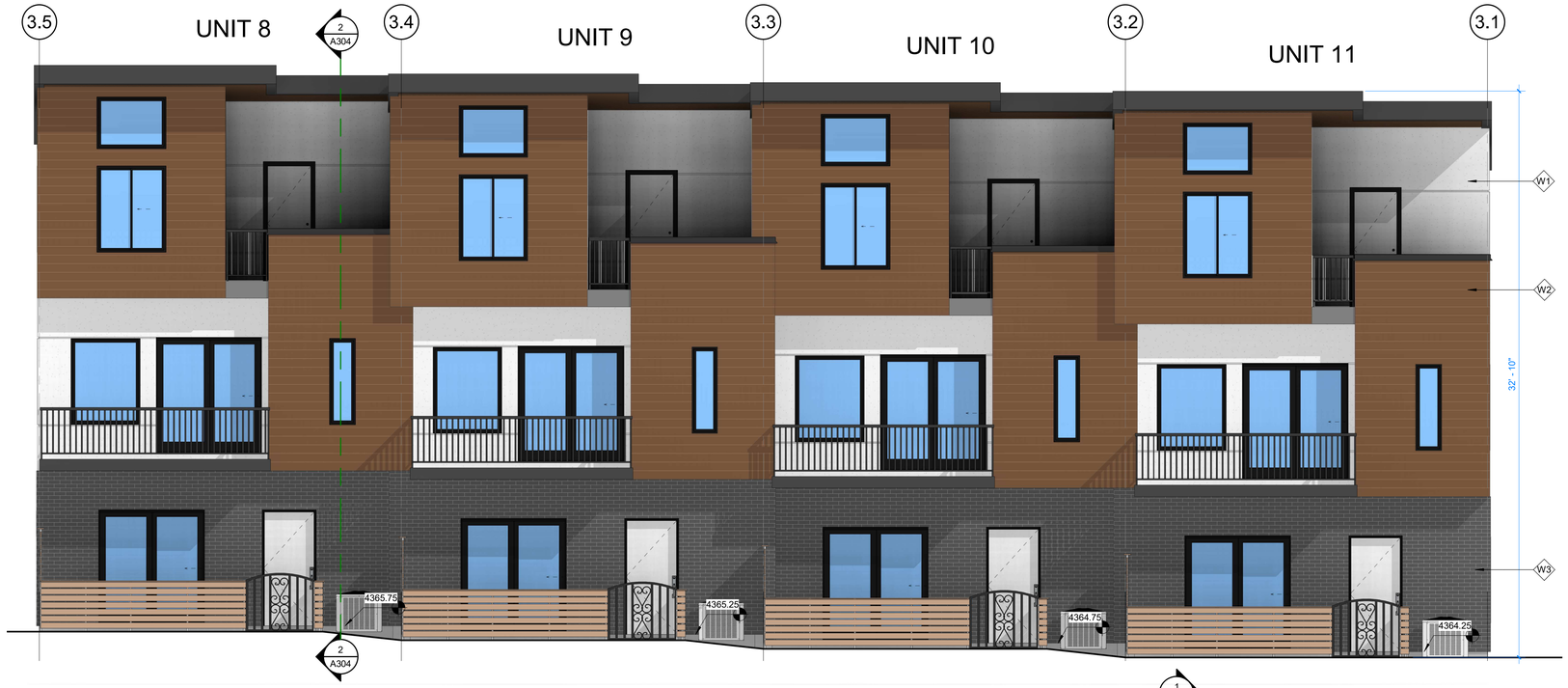
NO.	DATE	DESCRIPTION

OWNER PROJECT #:
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DRAWN BY:
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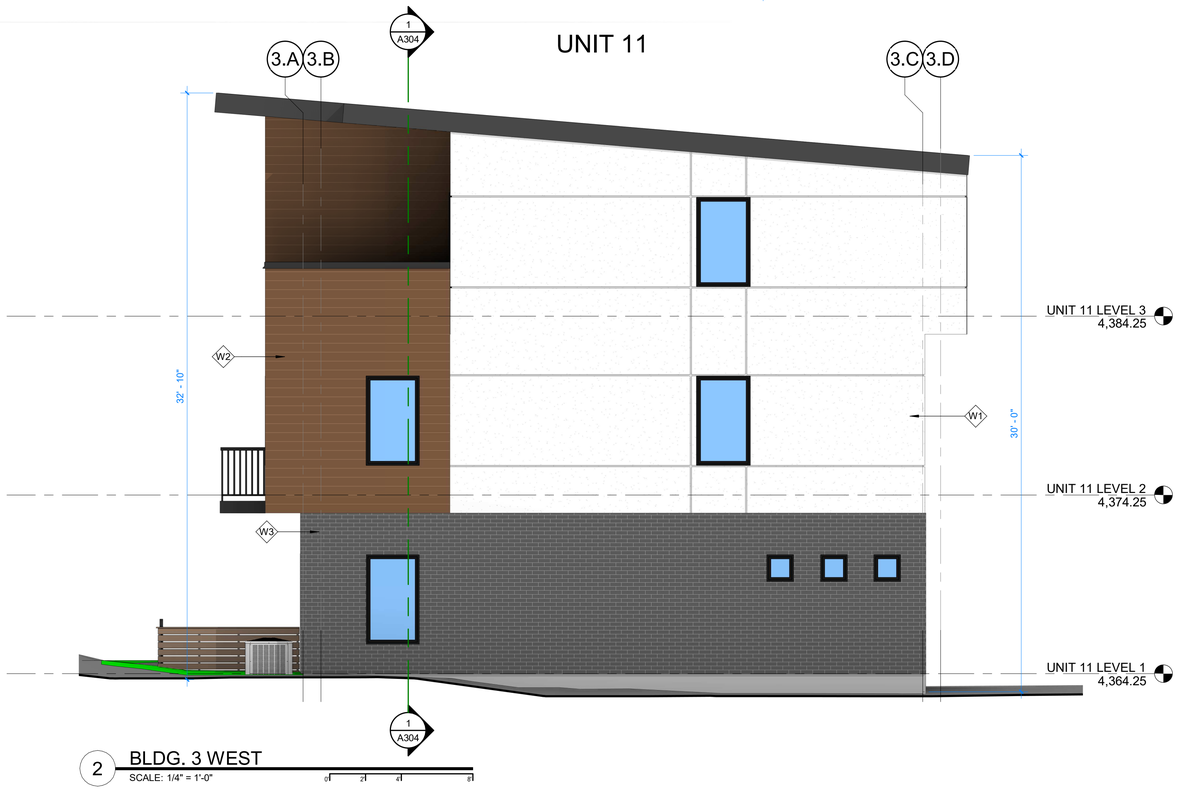
SHEET TITLE:
BUILDING ELEVATIONS BLDG. 2 NORTH & WEST

SHEET NUMBER:
A222

Last Plotted: 10/1/2021 9:49:16 AM



1 BLDG. 3 NORTH
SCALE: 1/4" = 1'-0"



2 BLDG. 3 WEST
SCALE: 1/4" = 1'-0"

// FINISH SCHEDULE

- W1 — WALL FINISH 1: STUCCO
- W2 — WALL FINISH 2: CEMENT BOARD SIDING
- W3 — WALL FINISH 3: BRICK

ARCHITECT'S INFORMATION:

RUSSELL**PLATT** ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
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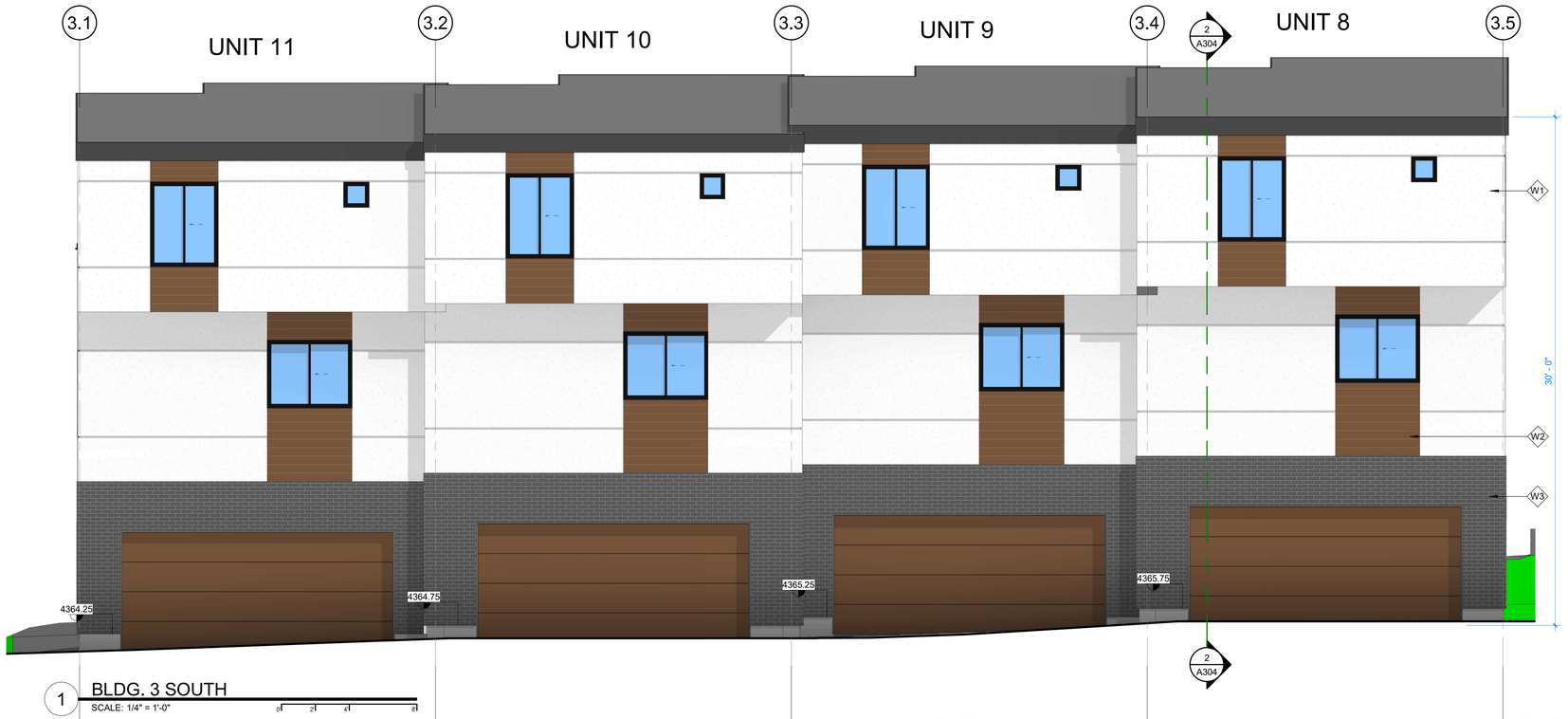
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BUILDING ELEVATIONS BLDG. 3 NORTH & WEST

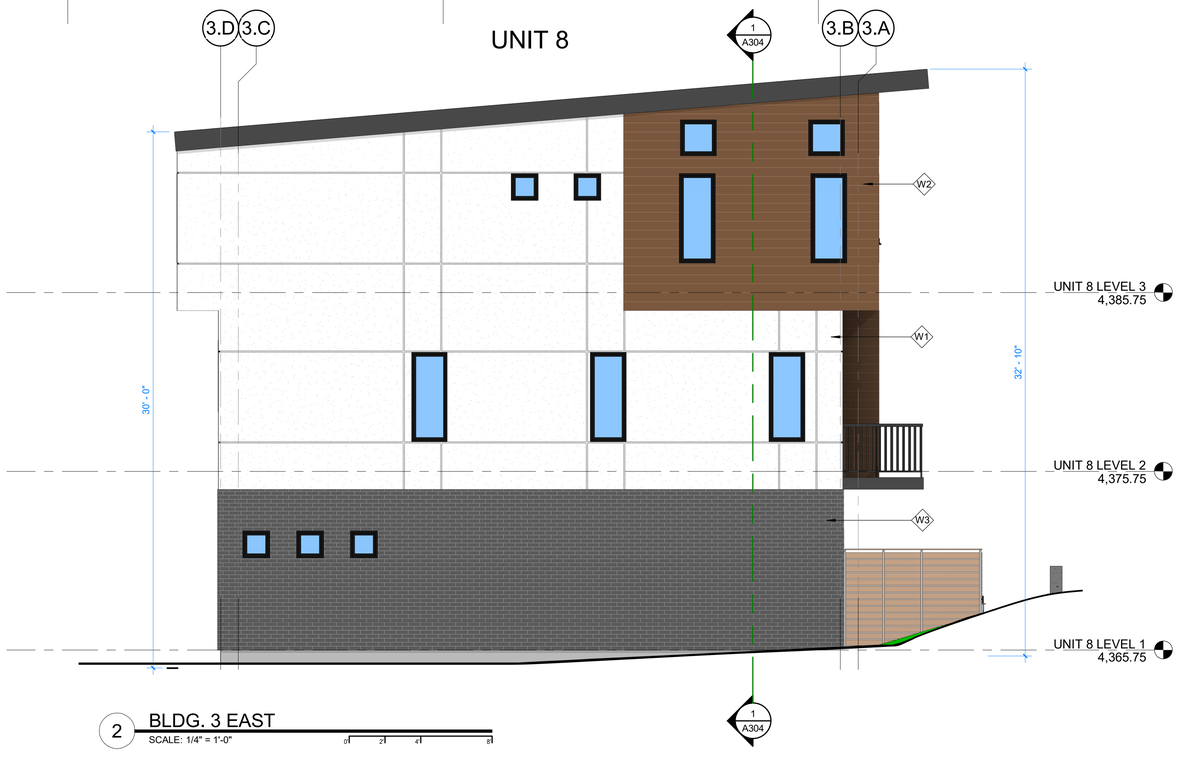
SHEET NUMBER:

A231

Last Plotted: 10/1/2021 9:49:31 AM



1 BLDG. 3 SOUTH
SCALE: 1/4" = 1'-0"



2 BLDG. 3 EAST
SCALE: 1/4" = 1'-0"

// FINISH SCHEDULE

- W1 — WALL FINISH 1: STUCCO
- W2 — WALL FINISH 2: CEMENT BOARD SIDING
- W3 — WALL FINISH 3: BRICK

ARCHITECT'S INFORMATION:
RUSSELL PLATT ARCHITECTURE
RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:
HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
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SHEET TITLE:
BUILDING ELEVATIONS BLDG. 3 SOUTH & EAST

SHEET NUMBER:
A232

Last Plotted: 10/1/2021 9:49:45 AM



1 BLDG. 1 SECTION 1

SCALE: 1/4" = 1'-0"

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
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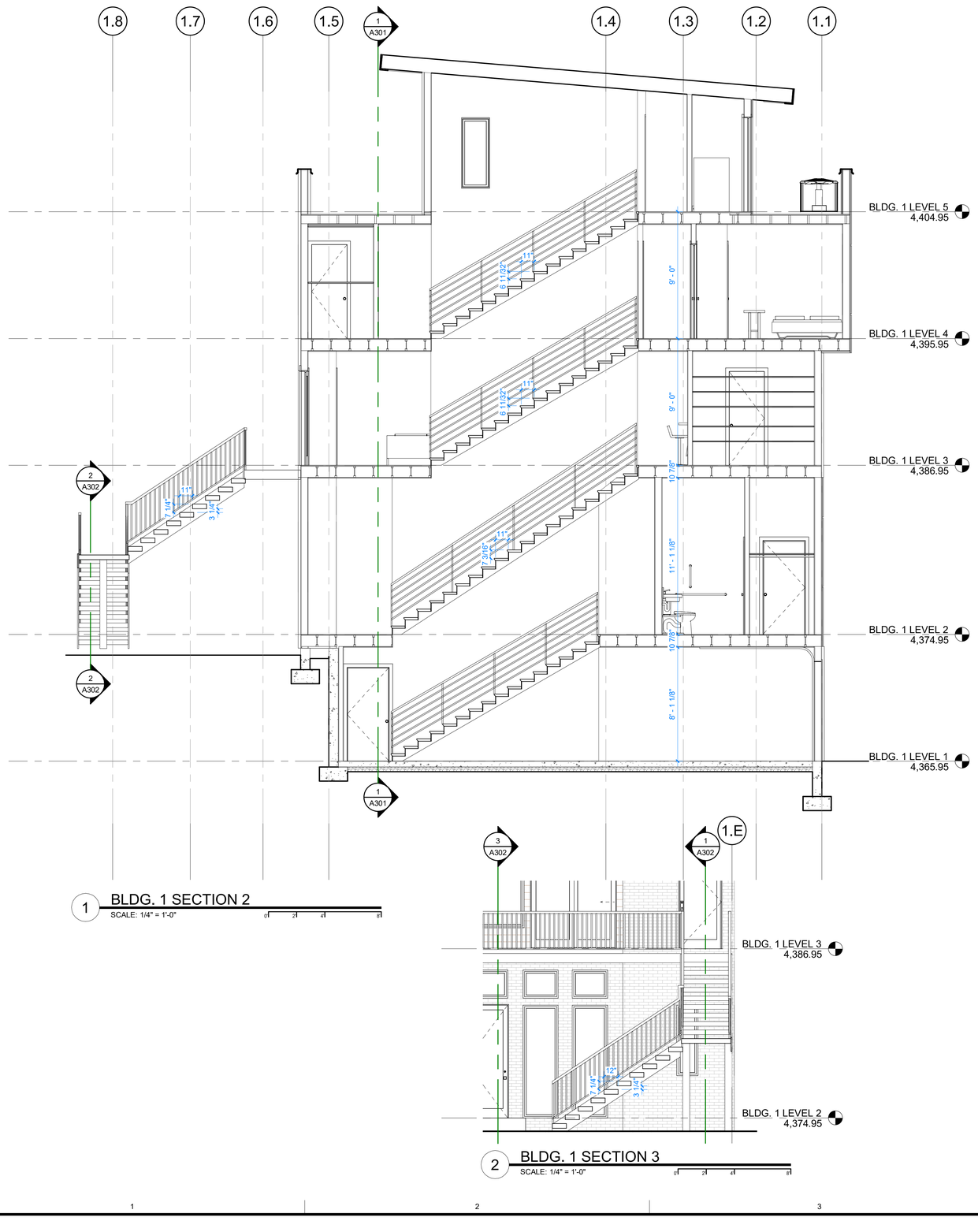
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BUILDING SECTIONS

SHEET NUMBER:

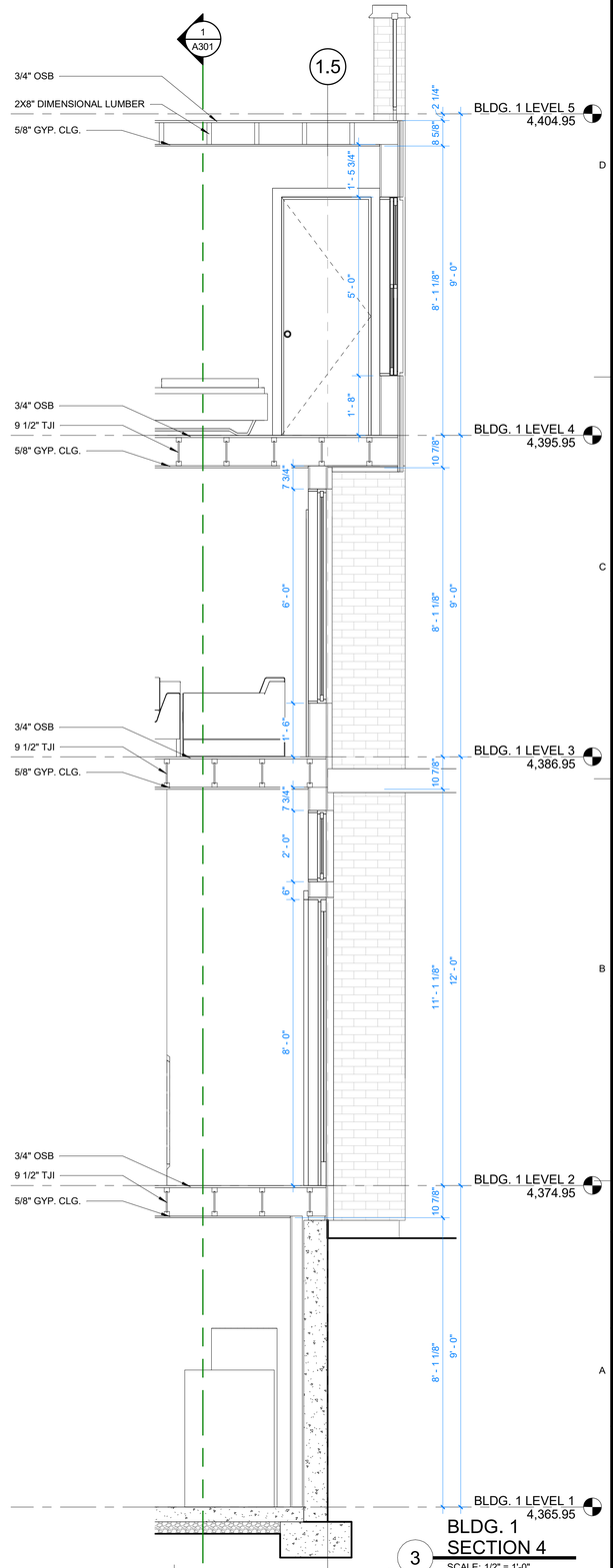
A301

Last Plotted: 10/1/2021 9:49:48 AM



1 BLDG. 1 SECTION 2
SCALE: 1/4" = 1'-0"

2 BLDG. 1 SECTION 3
SCALE: 1/4" = 1'-0"



3 BLDG. 1 SECTION 4
SCALE: 1/2" = 1'-0"

Last Plotted: 10/1/2021 9:49:50 AM

ARCHITECT'S INFORMATION:
RUSSELLPLATT ARCHITECTURE
RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:
HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

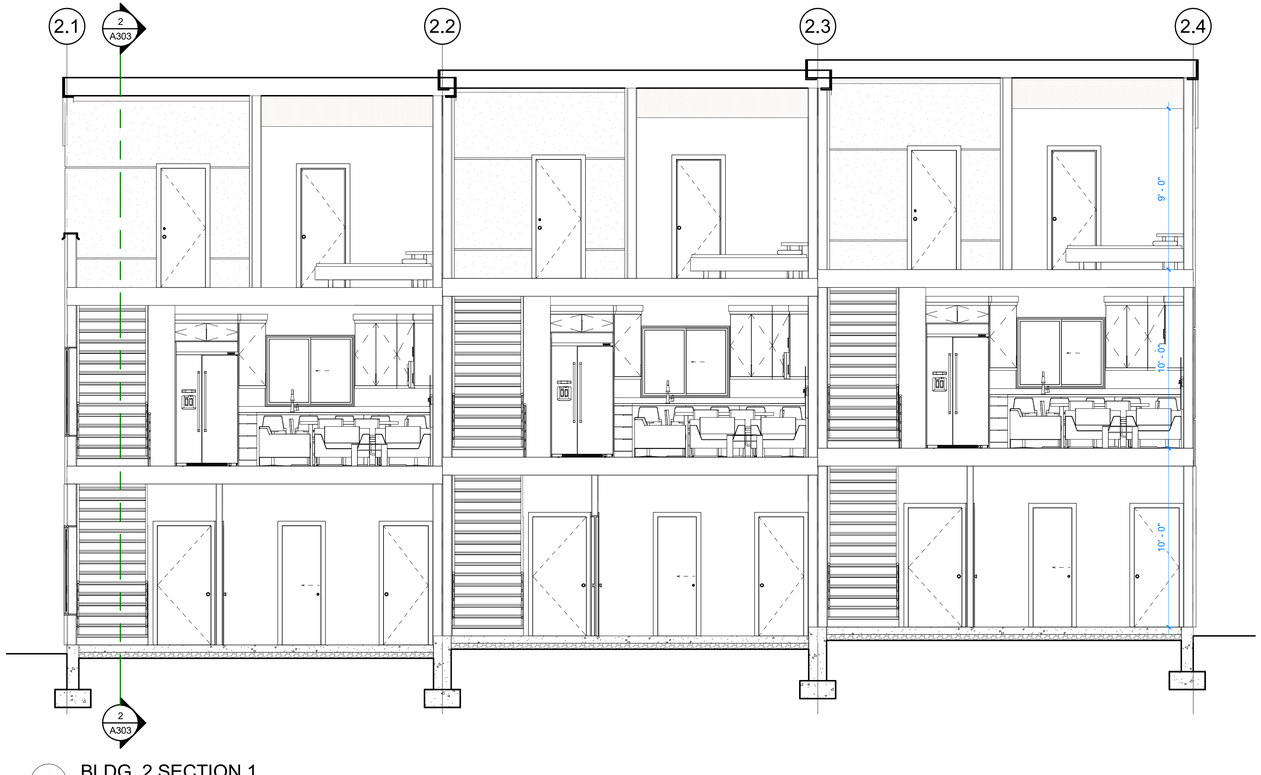
ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

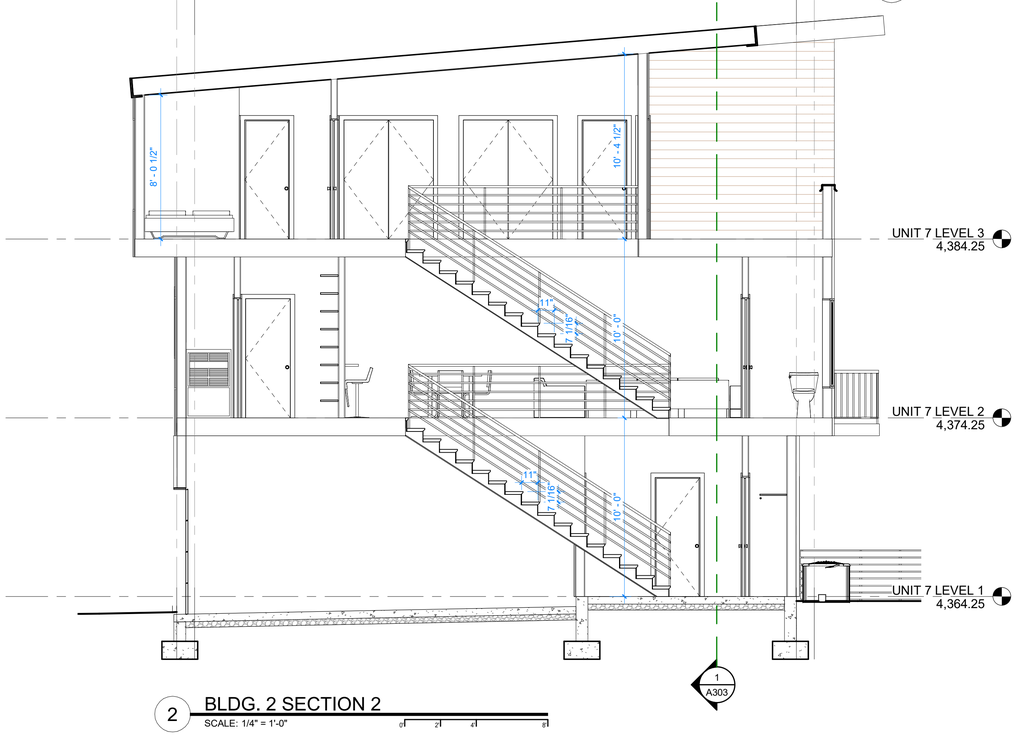
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SHEET TITLE:
BUILDING SECTIONS

SHEET NUMBER:
A302



1 BLDG. 2 SECTION 1
SCALE: 1/4" = 1'-0"



2 BLDG. 2 SECTION 2
SCALE: 1/4" = 1'-0"

Last Plotted: 10/1/2021 9:49:52 AM

ARCHITECT'S INFORMATION:
RUSSELL PLATT ARCHITECTURE
RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:
HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

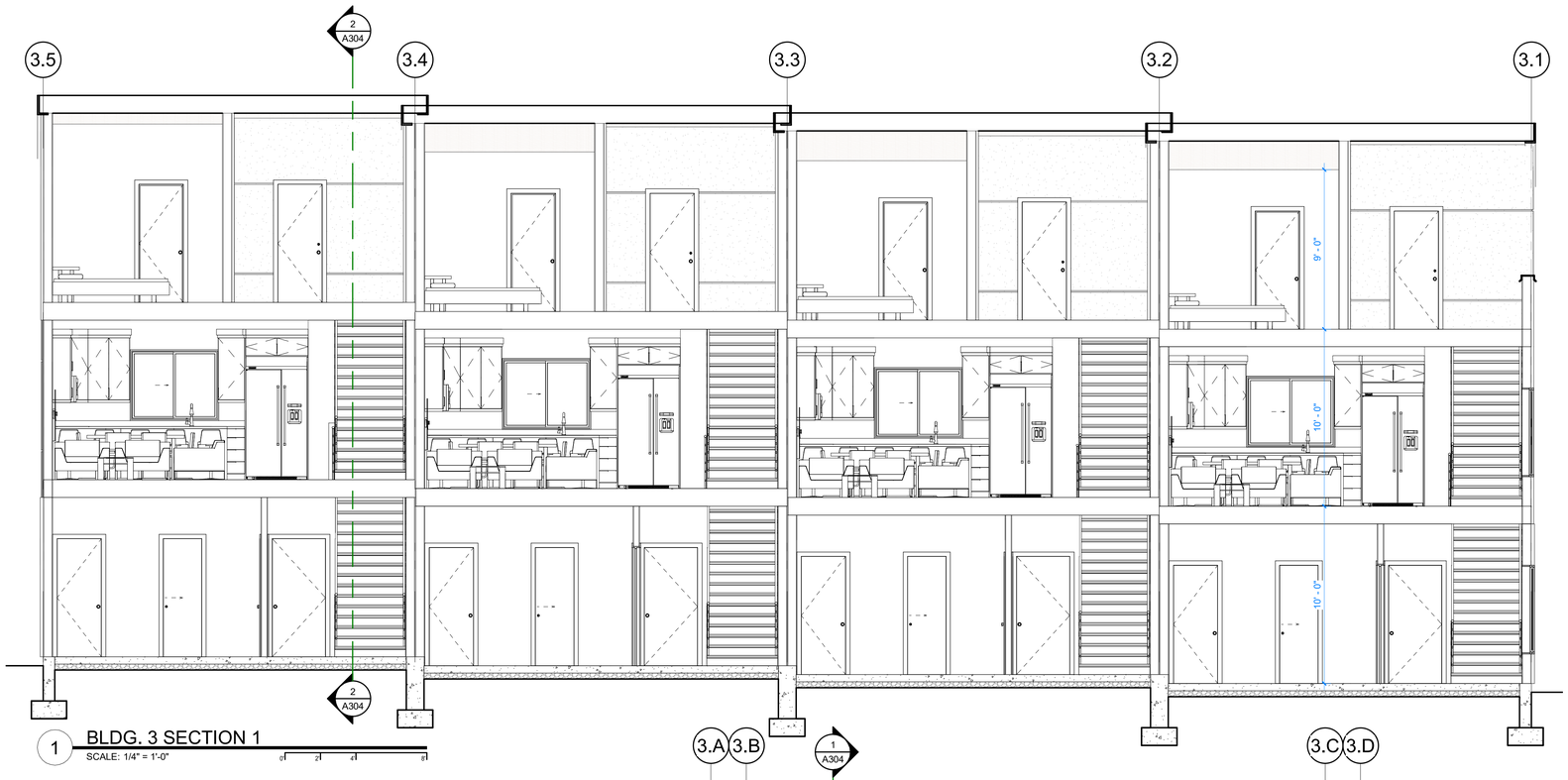
ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

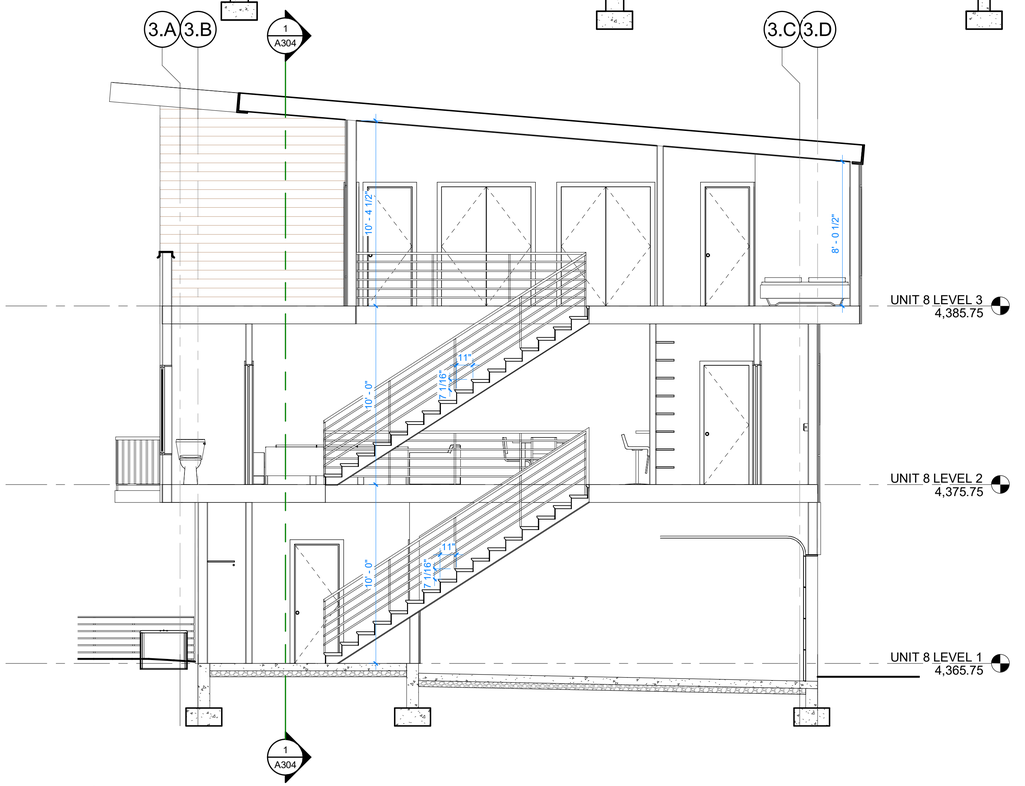
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SHEET TITLE:
BUILDING SECTIONS

SHEET NUMBER:
A303



1 BLDG. 3 SECTION 1
SCALE: 1/4" = 1'-0"



2 BLDG. 3 SECTION 2
SCALE: 1/4" = 1'-0"

ARCHITECT'S INFORMATION:
RUSSELL**PLATT** ARCHITECTURE
RUSSELL PLATT ARCHITECTURE
235 W SEGO LILY DR #200
SANDY, UT 84070
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:
HIGHLAND LOFTS
4080 HIGHLAND DR. MILLCREEK, UT 84124

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: OCT. 1ST, 2021

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
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SHEET TITLE:
BUILDING SECTIONS

SHEET NUMBER:
A304

Last Plotted: 10/1/2021 9:49:54 AM

MILLCREEK CITY LAND USE

REQUEST FOR A VARIANCE OF SPECIFIC PERIMETER FENCING REQUIREMENTS FOR PROPERTY LOCATED AT 4080 SOUTH HIGHLAND DRIVE IN MILLCREEK CITY	)	**APPROVAL**
	)	FILE # LUHO 2021-007
	)	Hearing Officer J. Richard Catten

Parcel ID'S: 16-33-381-0025-0000
16-33-381-0026-0000
16-33-381-0055-0000

Applicant: Nathan Anderson

This request was heard by the Millcreek City Land Use Hearing Officer on October 28, 2021. The Applicant requests a variance from specific perimeter fencing construction requirements to allow for the construction of a perimeter fence with dry-packed wooden posts, instead of two-foot brick or stone pillars.

The Applicant was present and spoke at the hearing. Millcreek City was represented by Planner Robert May. The City did not oppose the granting of a variance in this case. The Hearing Officer, being fully advised in the premises and based on the material in the file, the information presented at the hearing, and the relevant ordinances and laws, NOW FINDS AS FOLLOWS:

REQUIREMENTS FOR APPROVAL

The Millcreek City Land Use hearing officer may grant a variance from the land use ordinances if the request meets the criteria set forth the Utah Code and in the following section of the Millcreek City Code:

19.92.050 Variances

1. The authority shall have the following powers to authorize on appeal in specific cases a variance from the terms of this title. The authority may grant a variance only if:
    1. Literal enforcement of this title would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of this title;
    2. There are special circumstances attached to the property that do not generally apply to other properties in the same district;
    3. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same district;
    4. The variance will not substantially affect the general plan and will not be contrary to the public interest; and
    5. The spirit of this title is observed and substantial justice is done.

2 In determining whether enforcement of this title will cause unreasonable hardship, the authority may not find an unreasonable hardship unless the alleged hardship is located on or associated with the property for which the variance is sought and comes from circumstances particular to the property, not from conditions which are general to the neighborhood. In determining whether or not enforcement of this title would cause an unreasonable hardship, the authority may not find an unreasonable hardship if the hardship is self-imposed or economic. In determining whether or not there are special circumstances attached to the property, the authority may find that special circumstances exist only if special circumstances relate to the hardship complained of and deprive the property of the privileges granted to other properties in the same district. The applicant shall bear the burden of proving that all the conditions justifying a variance have been met.

3. In granting a variance, the authority may impose additional requirements on the applicant that will mitigate any harmful effects of the variance or serve the purpose of the standard or requirement that is waived or modified.

In this case, the applicant has met the burden of proof on each requirement and the variance is granted, with conditions.

FINDINGS

1. The proposed use to be placed on the property consists of 7 residential townhomes and 4 live/work units. The development has been approved, with conditions, by the Millcreek City Planning Commission.

2. Millcreek ordinances require the perimeter fencing around such a development to either be brick, stone, block or precast concrete. Wood, wrought iron or vinyl may also be used as fencing with a minimum two-foot wide, six foot tall brick or stone pillar spaced every twelve feet on center. §19.78.030 Millcreek City Code.

3. A portion of the perimeter of the development is encumbered by an irrigation easement owned by the Big Cottonwood Lower Canal Company. This easement prohibits the installation, within the easement, of any permanent (cemented) foundation materials. This would include a brick, stone, block or cement fence, and the pillars in a wood, wrought iron or vinyl fence, as required by the §19.78.030 of the Millcreek Code. This easement is a special circumstance with does not generally apply to other properties within the district.

4. The Applicant has requested a variance from §19.78.030 to allow the substitution of dry packed 8’ x 8’ wood pillars for the brick or stone pillars required by the ordinance. Although the irrigation easement does not run the entire perimeter of the property, the Applicant requests a variance for the entire perimeter in order to allow the installation of a consistent, identical fence around the development.

5. Literal enforcement of the requirements of the Millcreek Code causes an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the ordinances. Granting the variance will allow the Applicant to construct a fence, that is otherwise in compliance with the ordinances, without violating the provisions of the irrigation easement. This will allow the Applicant to develop his property in a way that is consistent with the property rights possessed by other property located in the same district. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the district.

6. Granting the variance will not substantially affect the general plan and will not be contrary to the public interest. To the contrary, granting the variance will allow the property to be developed in harmony with the approvals of the Planning Commission and Millcreek City ordinances.

7. Granting the variance is in keeping with the spirit of the ordinances and provide substantial justice to the parties.

8. The hardship found in this case is a direct result of the location of an irrigation easement on a portion of the perimeter fence line of the property and is not based on conditions which are general to the neighborhood.

9. The hardship found in this case in not self-imposed or economic.

APPROVAL

Based on the applicable law and the forgoing findings, the Applicant's Request for a Variance from the perimeter fencing requirement set forth in §19.78.030 of the Millcreek City Code with respect to the type of fence post, fence post size, and material, is hereby approved, subject to the following conditions:

1. This variance allows the Applicant to install dry packed 8’ x’ 8’ wooden posts in lieu of the stone or brick pillars required by §19.78.030.

2. The Applicant must meet all applicable ordinance requirements regarding fencing, including building permit and inspection requirements.

DATED THIS 30th day of October 2021.

J. Richard Catten
Millcreek City Land Hearing Officer

SEE PAGE 6 FOR THE BEGINNING OF DISCUSSION FOR ZM-21-003

Minutes of the Millcreek Planning Commission August 18, 2021 5:00 p.m. Regular Meeting

The Planning Commission of Millcreek, Utah, met in a regular public meeting on Wednesday, August 18, 2021 at City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106. The meeting was conducted electronically and live streamed via the City's website with an option for online public comment.

PRESENT:

Commissioners
Shawn LaMar, Chair
Victoria Reid, Vice Chair (electronic)
David Allen
Scott Claerhout
Skye Sieber (left at 7:57 p.m., returned electronically)
Tom Stephens
Ian Wright
Christian Larsen (excused)
Aryel Cianflone

City Staff
John Brems, City Attorney
Elyse Sullivan, City Recorder
Francis Lilly, Planning and Zoning Director
Robert May, Planner
Kurt Hansen, Facilities Director
Naba Faizi, Planner (electronic)
Frederick Lutze, Deputy City Engineer
Jen Smith, Staff Engineer
Mike Winder, Assistant City Manager

Attendees: Mayor Jeff Silvestrini, Rola Hajeb (electronic), Seishi Yamagata (electronic), Elliot Abel (electronic), Raed Salem (electronic), Joseph Mills (electronic), Mallory Wise, Cynthia Fowler, Nathan Anderson, Carol Elliott, Russ Sorenson, Cy Waldron, Tyler Green, Derek Wilson, and Don Bostrom.

REGULAR MEETING – 5:00 p.m.
TIME COMMENCED: 5:02 p.m.

Chair LaMar called the meeting to order and read a statement explaining the duties of the Planning Commission.

3. Commission Business

3.1 Oath of Office; Shawn LaMar

The City Recorder administered the oath of office to Shawn LaMar who was recently reappointed to the Commission by the City Council.

1. Public Hearings

1.1 Consideration of CU-21-014, Preliminary Approval of a Conditional Use Permit for a Mixed-Use Project Consisting of 120 Condominium Units with Office and Retail in the City Center Overlay Zone Location: 3330 S. Highland Drive Applicant: Russ Sorenson

Robert May said the project was previously approved as CU-19-013, but through a variety of reasons had expired. The applicant revised the materials, articulation, the footprint. It was a project with 176 rental apartments and 40,000 square feet of retail and office space but was being proposed as 118 owner-occupied units and one live-work unit condominium with 25,000 square feet of retail and office space, and 20,000 square feet of outdoor open space. The current use of the properties includes an abandoned building previously run as Linda's Furniture and Aqua Vie Day Spa. Aqua Vie is expected to move to a temporary location until their new space within this project was completed. In the City Center Overlay Zone (CCOZ), 299 parking stalls would be required for the use but the applicant was requesting the shared parking ratio by mixing uses for only 231 parking stalls.

May showed the Commission building renderings and said the proposed materials would be brick, faux wood, steel, metal panels, and graphite brick with large windows. The proposed project consisted of three parcels consisting of approximately 1.41 acres. The majority of commercial space would consist of local businesses, including Fine Arts Inn and Aqua Vie Day Spa. A proposed multi-level parking garage would be for the residents, business owners/employees, and customers. The project features two separate parking accesses, including one allocated for residents only. The second parking access would serve dedicated parking for retail and office users and residential guests. Pedestrian and vehicular access would be from Highland Drive. The original traffic study conducted by Fehr & Peers contemplated an additional 60 residential units and 15,000 square feet in commercial retail/office space. The conclusion and mitigation did not change in the updated study. May said the CCOZ parking requirement was 3 spaces per 1,000 square feet but the shared parking requirement was based on uses. The developer would provide 247 parking stalls, which included ADA stalls. May said the layout of the newly proposed building differs slightly from the original in that the new building, although situated roughly the same, takes on more of an "E" shape creating separation for more gathering spaces and helps enhance the building articulation by way of almost appearing like three separate buildings. The overall height of the proposed building was 75 feet. Since the building would be constructed into an existing grade change, the height along Highland Drive would appear dramatically less by almost 10 feet.

May reported that the Millcreek Community Council held a public meeting on this application on August 10, 2021, and recommended approval of the project, on a vote of five members in favor, two against, and one abstention. A couple of community council members discussed their concerns with the City Center in a broader context and failed to provide specific concerns for the proposed development. Although the majority vote approved the project, the bulk of the conversation became a platform to voice concern about the City Center as a whole and concerns on overall density, Highland Drive traffic congestion, pedestrian travel to and from Millcreek Common, building heights, and empty promises made by developers. The Canyon Rim Citizens Association held a public meeting on this application on August 4, 2021, and recommended unanimous approval with the understanding that the applicant would consider the overall lifespan of the building in terms of its carbon footprint and materials used to lessen the impact on the environment. The East Mill Creek Community Council held a public meeting on this application on August 5, 2021, and unanimously recommended approval of the proposed project. Planning staff recommended approval of the conditional use permit with the conditions located in the staff report.

Commissioner Allen clarified that the shared parking was between the uses on the project site and that it was not with the city. May confirmed. Commissioner Cianflone asked about landscaping. May said in the technical review process, the applicant would be held to Millcreek's Urban Forestry Standard. The Commission would see the landscaping detail with the condominium plat approval. Commissioner Cianflone asked about the green space between the sidewalk and building. Francis Lilly said 10 feet was the standard setback, but this offered more. Commissioner Cianflone asked about the outdoor spaces. May said the developer could explain. Commissioner Reid read from page 12 of the staff report, "…staff recommends approval of a conditional use permit subject to conditions that affirm the code requirement that buildings seeking an exceptional height allowance in the code are indeed exceptional in character." She asked what was exceptional in character with this project. May said the applicant was meeting and exceeding minimum requirements. He said developers often submit exactly what is required, so when projects exceed the requirements, they are considered exceptional. He said the materials, stepbacks, open space, and the façade made this application exceptional.

Chair LaMar noted that the 3-bedroom parking requirement was inaccurate in the presentation; it showed 5 parking stalls for 10 units but should have at least 10 stalls. Chair LaMar asked how many stalls would be in the gated residential area. May said the applicant could answer. Commissioner Wright asked about the height allowed by the zoning. May said the underlying C-2 zone capped heights at 45 feet, but the CCOZ allowed heights up to 75 feet. May said there was a grade change from Highland Drive to the west.

Tyler Green, on behalf of the applicant, said the process in going from for-rent to for-sale products was to create a property tax base and to cater to the community and add walkability. Commissioner Cianflone verified that the building was 15 feet off of the right-of-way from Highland Drive. The applicant's architect confirmed. Green said anything the developers do was at the approval of the city. He said they were trying to create an environment to fit into the campus of Millcreek and provide opportunities for retail experiences in shared amenities, not residential amenities. He said the landscaping plan had not yet been completed. Commissioner Cianflone asked about dark sky requirements. Lilly said it would be checked at technical review. Chair LaMar asked about the residential parking. Derek Wilson, project architect, said there would be 60 stalls on the top level dedicated to commercial use and underneath gated parking would be dedicated to residents and employees. Chair LaMar expressed concern about the parking breakdown. Wilson said it would be reviewed.

Chair LaMar asked about egress from the project and said a U-turn at Luck Lane to go north, as the traffic study recommended, would not be possible. Green said the developers were still working through the traffic mitigations. Chair LaMar asked about the proposed traffic mitigation. Frederick Lutze said the traffic study recommended a median to prevent left turn movements from the accesses. He said the movements in the study failed at peak hours, but businesses had functioned at that location in the past. He said there could be signs restricting movements during certain hours. He said an option would be to restripe Highland Drive to have two tapered lanes going north at 3300 S. to stack vehicles. The intersection as whole at none-peak hours could be acceptable. Chair LaMar asked about the 85% of traffic that wanted to go north on Highland Drive. Lutze said the drivers would have to figure out how to go north through another route.

Seishi Yamagata, Fehr & Peers, said there were safety concerns with the U-turn mitigation. He said drivers would turn right onto Luck Lane and cut through the Home Depot parking lot, but the traffic engineers could not recommend that. He said it was worth exploring limiting left turns during certain times. Commissioner Sieber asked about the bus stop improvements. Russ Sorensen, applicant, said the dedicated street space for the bus stop was owned by UTA, so any added improvement would have to be maintained by the HOA. May recommended the developer work with UTA on the bus stop as a condition of approval. Lutze noted that UTA did not like bus pullouts because the buses could not easily get back into traffic. Commissioner Reid asked why a left turn was less safe than a U-turn. Yamagata said a left turn required gaps from both traffic directions. Lutze said the problem was delay time; drivers get frustrated when they have to wait a long time and then they consider dangerous maneuvers. He said the problem was inherent with the land. The project had to be viewed as a standalone, not as if there was a possibility of Luck Lane extending.

Chair LaMar opened the public hearing.

Don Bostrom, Tres Hombres, said it was tough to make the project work in that location. He did not think the project looked more exceptional than any other project in town. He felt the proposed parking was inadequate. His restaurant has always had a problem with parking with 55 stalls. He acknowledged that there was no onstreet parking nearby. He asked the Commission to address all the parking and landscaping that was needed.

Mike Winder, Assistant City Manager and Economic Development Director for Millcreek, said the key to the City Center Master Plan was to preserve and protect local businesses. This project provided that support for the Fine Arts Inn and Aqua Vie Day Spa. He felt supporting existing local business was exceptional. He said there was a huge demand for condominiums over apartments which also added stability to the neighborhood and value to the area. He noted that this project did not add many more vehicles than the prior business uses located on the site. He said Millcreek Common was being funded through a tax increment tool and a lot of projects slowed down during the pandemic, but bond payments did not. The new projects would add to the increment to pay the bond and the added rooftops would support businesses in the area. He encouraged the Commission to move the project forward.

Chair LaMar closed the public hearing.

Commissioner Cianflone asked about the approval process. May said if the conditional use permit was approved, the application would go through a technical review process, then a condominium plat approval, and then a technical review process. Commissioner Allen asked if density would be locked in with the conditional use permit approval. May said the conditions the Commission wanted needed to be included that night. Commissioner Cianflone said the project was cool, but until there was a solution for the northbound traffic, the Commission should not approve it. May said the mitigating factors as part of the approval was a shortened median to allow for left turns and a sign prohibiting left turns during certain times of the day. Commissioner Allen said the Commission could not control the left-hand turn issue. Lilly said a mitigation where a driver makes a U-turn was not acceptable, but ultimately the city engineers are the custodians of the street. Staff would work with the applicant on a solution. Lutze said they were looking for better solutions than U-turns at

Luck Lane. Commissioner Stephens said the Commission should not encourage U-turns but said the Commission should put faith in the city engineers. Chair LaMar pointed out that there was not a traffic solution in 2019 when the project was last discussed and wondered why nothing had been resolved since then.

Commissioner Allen expressed concern with the shared parking. He said the shared parking was theoretical because only 60 spots were available without going through the residential parking gate. Green said the commercial businesses would have ownership in the project and they brought a certain number of customers. He felt there was subjectivity with the use. Chair LaMar felt there was not enough information. Commissioner Reid brought up the open space provided. Sorensen said the parking structure hosted patron parking on the second level, and residential and business owner/employee parking in the gated area. He said he was providing more parking than what was required by 10 stalls to foresee future use changes. He said the parking was not subjective. Wilson said the 74 commercial stalls (in the study) was based on the building square footage, not the tenant use, but added that the gate location could be moved. Commissioner Allen pointed out that there was no spill over parking available. He said if there was a gate, then it should not be called shared parking. Commissioner Wright said adding height for more density was possibly not the right solution for the area. Commissioner Stephens said if the Commission continued the application, it would be for traffic safety. May said the developer had met parking code with the shared parking ratio. Commissioner Allen questioned the shared parking because there was a gate. The rationale implied with shared parking is that everyone can park anywhere.

Lilly said the city did not know what the road (Highland Drive) would look like in twenty years. He said he did know if there would be a satisfactory option. He the Deputy City Engineer talked through options with the Commission and said staff would do everything within their power to keep the left turn open and that was what staff would tell the Commission at their next meeting if the application was continued. The Millcreek Public Works Department, not Planning and Zoning or the Commission, had custody over the street and they would make the final decision based on industry standards, best practices, and guidance. Chair LaMar asked about getting Unified Police Department's opinion. He said staff was offering too much variability. He said if there was a detrimental effect, the Commission wanted to mitigate it. Commissioner Allen said the Commission could have control over the density in relation to the road. Lilly said Millcreek ordinance did not contemplate a reduction in density because of a poor road that was not to the fault of the developer. Commissioner Cianflone noted that it was a safety issue. Lilly said the City Engineer would mitigate the safety through technical design which would require some thought. On the basis of the approved height of 75 feet in a zone that does not contemplate density, he recommended that the Commission let the professionals figure it out. Staff was committed to solving the problem. He said the Commission would see technical level drawings with the condominium plat, but the developers would not work on those drawings without some vesting from the city.

Mayor Jeff Silvestrini said the Unified Police Department could give statistics on accidents on Highland Drive that occurred in the past, not on safety of road design. The role of the Planning Commission under the legal framework with conditional uses was to consider conditions that a property owner could effect on their property to mitigate any harm from the project, not to redesign the road to accommodate a project. He encouraged the Commission

to stay in their lane. Commissioner Allen said the Commission could approve the project with a "no left turn" sign on the property. The Mayor confirmed. Commissioner Wright asked about limiting height to limit density. The Mayor said that was a potential mitigation.

Chair LaMar said the mitigation of a U-turn at Luck Lane did not work as recommended in the 2019 traffic study. Commissioner Allen said once traffic was off the property, the Commission could not control where people went but they could control the number of vehicles being put on the road. Commissioner Stephens asked why the Commission could not stipulate no left turns during certain times. Lilly said they could. Commissioner Sieber read from the first condition listed in the staff report, "Applicant shall restrict left turns out of the north project access or incorporate another means of traffic mitigation subject to approval by the City Engineer." Chair LaMar said the mitigations in the application were not viable and he wanted time to understand what mitigations were available.

Chair LaMar, with respects to CU-21-014, moved to continue this item to a future date and the reasons are because we need to understand more on the mitigation for the traffic for what has been proposed to us and make sure that will feel like it is acceptable for the standards of approval which include the traffic and street surface levels and also additional details for the parking and how that would work would be nice to see and that would help eliminate any heartburn of shared parking, that it be looked at. Commissioner Cianflone seconded. Commissioner Allen said reduced conditions (density and height) could satisfy the concern, but the Commission liked the project and did not want to do that. Commissioner Wright expressed frustration with the height but did like the project.
Chair LaMar called for the vote. Commissioners Allen, Cianflone, LaMar, Reid, Stephens, and Wright voted yes. Commissioners Claerhout and Sieber voted no. The motion passed.

The Commission took a break from 7:06-7:11 p.m.

1.2 Consideration of ZM-21-003, Rezone Request from R-1-8 to C-2 to Accommodate the Parking and Assemblage Required for a Mixed-Use PUD Consisting of 7 Residential Townhomes and 4 Live/Work Units Location: 4088 S. Highland Drive Applicant: Nathan Anderson

Robert May said the project included a rezone (item 1.2), preliminary conditional use permit approval (item 1.3), and preliminary plat approval (item 1.3). He first presented the conditional use and plat information. He said the development consisted of seven residential townhomes and four live/work units. The project development site consisted of three separate parcels and collectively amounted to approximately .63 acres. The majority of the development site lies within C-2 Zone with roughly 1,700 square feet that lies in the R-1-8 Zone. He showed the Commission the proposed building rendering and site plan. He said the development would consist of four 3-bedroom units and seven 2-bedroom units. Four of the eleven total units would be commercial live-work units fronting Highland Drive. Each of the 4 units facing Highland Drive would have a separate sidewalk entrance and ground floor commercial space and would provide 375 square feet each of commercial space or 1,500 in total for units 1-4. All of the units would have a 2-car garage. There would be 4 guest parking stalls and 6 commercial parking stalls. May went over the shared parking table from Millcreek Code 19.80 and said the uses of residential and office space required 28.3 stalls. He said there was not language in the code stating that shared parking could or could not be gated.

May showed the Commission the building elevations. He said the proposed development was subject to a height transition that limits the development to 35 feet in height from any residential zoning. However, units outside of the transition area are eligible of maximum heights of 45 feet. He noted that the property was on a slope and the first floors would be below grade.

May said the Millcreek Community Council held a meeting on August 10, 2021, and recommended approval of the project. During that meeting it was discussed that the applicant should provide a buffer along the west property line with trees. It was also discussed that the development's CC&Rs regulate the type of commercial space that can be used in the live/work units. May said the residents that attended the meeting and emailed comments to staff conveyed concerns about the western boundary line having an adequate barrier by way of a fence and trees. Staff replied that a perimeter fence was required by code. Another comment was made about restricting the live/work commercial space to prohibit massage parlors.

May went through the staff findings. Staff found that the proposed project was a vast improvement to the surrounding area. The applicant has committed to a high standard for building materials, extra parking, and extra amenity space. Staff found that the project meets and exceeds the minimum requirements for a vertically integrated mixed-use development in the C-2 Zone. Staff found that the project is well designed and complied10 with the City's development standards and can meet all the city standards and requirements for conditional use permit approval, including subdivision approval thru the technical review process. Staff recommended approval of the conditional use permit and preliminary plat with the recommended staff conditions located in the staff report.

May then reviewed the rezone application. He said the subject property is wedged between a residential lot and a commercial property and is encumbered by an irrigation easement owned by Big Cottonwood Lower Canal Irrigation Company. There are multiple wedged and land locked properties within this area that are being used for commercial purposes. Many are being used for parking and serve as buffers to the residential behind them. The boundaries of the Mixed-Use 2 Zone follow the parcel boundaries, and although the parcel data is slightly skewed, it is clear the Future Land Use Map in the General Plan was intended to encumber the subject parcel as being lumped into the Mixed-Use 2 Zone. This was contemplated at the time the General Plan and Future Land Use Map were created due to many of these land locked properties being utilized for commercial/multi-family purposes. He showed the Commission the zoning map highlighting the wedge.

May said that staff found that a rezone to C-2 would be appropriate and would serve the intentions of the Future Land Use Map. However, staff does not feel as though a rezone to C-2 should move the height transition boundary, resulting in a greater height. He recommended that this rezone be subject to a development agreement. Per §19.84.060 of the Millcreek Code, all conditional use permits run with the land and may require the applicant to record documents to that effect. The Planning Commission and staff, in their review capacity, may impose site plan modifications and conditions to mitigate the reasonably anticipated detrimental effects of a conditional use. These reasonably anticipated detrimental effects can be addressed in a development agreement as well.

Staff recommended approval of the rezone subject to a development agreement and that the agreement address the following:

- CC&R's regulating commercial uses to professional office uses only.
- Massage parlors are prohibited in the live/work commercial space.
- Elevations of structures as presented in plans shall not change.
- Developer shall plant a minimum of 6 trees along the west property line. Trees must be columnar birch or poplar.

Commissioner Cianflone asked what a massage parlor was. May said the community council did not want a 10-bed parlor, but a home massage therapist business with one-at-a-time clients was okay. May said he was open to changing the tree requirements. Commissioner Cianflone recommended a drought-resistant tree. Commissioner Sieber asked about the fault line in relationship to the site. May said it did not touch the property, but the plan was in the meeting packet.

Applicant Nathan Anderson explained the history of the site. He praised Francis Lilly and Robert May as planners. He gave the Commission a handout on past projects' landscaping, fencing, and style of live/work units. He explained that he would plant a lot of trees along the boundaries. He said the code required cement pillar fencing. but it would not make sense because of the grade change and the irrigation company requested that no foundation material be used. He wanted the fencing in the project to be uniform. Chair LaMar asked about the garages on the east side. Anderson said the live/work unit garages would be below grade.

Chair LaMar opened the public hearing on item 1.2.

There were no comments.

Chair LaMar closed the public hearing on item 1.2.

Chair LaMar opened the public hearing on item 1.3.

There were no comments.

Chair LaMar closed the public hearing on item 1.3.

Commissioner Stephens, as respects to ZM-21-003 rezone from R-1-8 to C-2, moved to recommend approval of the rezone subject to the staff report and conditions contained therein. Commissioner Allen seconded. Robert May recommended removing the 6 tree requirement from the development agreement condition. **Commissioner Stephens clarified that as respects to justifying the type and number of trees that staff and the applicant work together. Commissioner Allen seconded. Chair LaMar called for the vote. All Commissioners present voted yes. The motion passed unanimously.**

1.3 Consideration of CU-21-002/SD-21-006, Preliminary Approval of a Conditional Use Permit and Preliminary Plat Approval for a Mixed-Use PUD Consisting of 7

Townhomes and 4 Live/Work Units Location: 4080-4090 S. Highland Drive Applicant: Highland Lofts, LLC

Commissioner Stephens commended Mr. Anderson on his other projects. Commissioner Allen said he was not worried about shared parking with this project. The nature of the live/work units changed the sharing aspect even though the majority of the parking was in garages. Commissioner Stephens said the Commission could not grant an exception to the fencing. Robert May said the applicant was subject to the fencing code and the Commission could not change that. He said the applicant could apply for a variance. Chair LaMar said he did not want a massage therapist to not be able to have a business in the project because of the motion the Commission made on the rezone with the development agreement and requested staff tell the City Council. May said he would recraft the development agreement language based on that intention.

Commissioner Allen moved to give preliminary approval to the mixed-use project located 4080/4090 South Highland Drive, consisting of 7 residential townhomes and 4 live/work units, and preliminary plat approval for applications CU-21-002/SD-21-006 subject to conditions in the staff report. Commissioner Claerhout seconded. Chair LaMar called for the vote. All Commissioners present voted yes. The motion passed unanimously.

1.4 Consideration of CU-21-013, Preliminary Approval of a Conditional Use Permit for a 6-Unit Multifamily Development Location: 2725 E. 3300 S. Applicant: IRVA Development

Naba Faizi said the proposed 6-plex would be 3 stories with a parking lot and access off of 3300 S. The 6-plex is proposed for 2 two-bedroom units and 4 three-bedroom units. There would be 16 parking spaces, including guest parking, and a carport would be located on the east portion of the property. The parking would be: 2 spaces per unit (two bedroom) (4), 3 spaces per unit (three bedroom) (10), and .33 guest parking spaces per unit (2). The property is in the R-M zone that permits single-family dwellings up to multiple-family dwellings. It is currently occupied by one single-family house fronting 3300 S. which is UDOT highway 171 that has a 106-foot right-of-way. There is one access to the property from 3300 S. and one access from the north to the alley way. The alley to the north is a public right-of-way, the owner of the property would be responsible for improvements for a certain portion of the alley way. The applicant may need a UDOT access permit during technical review. No dedication was needed for the property. The surrounding properties are commercial (C-2) and residential (R-1-8, R-2-6.5, RM). There are no irrigation canals in this area. The height of the proposed 6-plex will follow the height transition requirements of 19.44.050 (10) and thus the height shall not be greater than 35 feet. The building is a contemporary design with a mix of stucco, wood cement siding, and brick.

Faizi showed the Commission the proposed site plan, landscaping plan, and building elevations. She said Millcreek staff and the applicant had met with UTA regarding the removal of a bus stop bench on 3300 S. near the proposed project. The meeting was held on August 10, 2021, and UTA and the applicant will be working on including a bus stop bench near the property as an effort to provide more accessibility for those who use the bus for transit. She noted that the current bus stop bench would be relocated.

Faizi said staff sent notices to directly affected property owners and entities on July 27, 2021, and did not receive any comments from residents. This project was reviewed at both the East

Mill Creek Community Council and Canyon Rim Community Council. At their regularly scheduled meeting on August 4, 2021, the Canyon Rim Community Council discussed the need for a traffic study (not needed for any project under 20 units), and safety concerns and signage for pedestrians and cyclists. One resident/business owner was present at the meeting and mentioned that the project was a great idea for the neighborhood and had no concerns. The Canyon Rim Community Council voted to recommend approval of the project. At their regularly scheduled meeting on August 5, 2021, the East Mill Creek Community Council discussed fire safety and access to hydrants, and no residents were in attendance to speak about the project. The East Mill Creek Community Council voted to recommend approval of the project.

Faizi reviewed the staff findings. Staff found that the applicant can meet all of the requirements through a conditional use permit and through technical review. Staff found that the height of the project is comparable to the surrounding building heights, and therefore not a major impact on views and massing for surrounding properties. The applicant will comply with the height restriction of no more than 35 feet as per 19.44.050. Staff found that the project will not be a major impact due to only being 6 units. Staff found that due to the project's access of the alley way, the traffic circulation and impacts would be minimal. She said the applicant would also include signage for pedestrians and cyclists in order to promote the health, safety, and welfare of the community. She recommended preliminary approval of the application subject to the following conditions:

1. No upward illumination is allowed. Any installation of public lighting facilities or lighting located within the public right of way must be approved by the Millcreek Public Works Department. No light my trespass onto adjacent lots.
2. The applicant shall obtain all approvals and permits required from UDOT as necessary.
3. Signs and accessory buildings will require separate building permits and staff review for zoning/land use compliance.
4. The applicant will be required to include the proposed bus stop bench location as agreed upon by UTA.
5. The applicant will be required to include signage near the property for pedestrians and cyclists.
6. Any modifications to these approved plans must be approved by the Millcreek Planning & Zoning Department. Any adjustments to the exterior design of the building, or alterations that increase the height or building footprint of structures, or any increase in density, must be approved by Planning Commission. Any changes to the site plan along a public right of way must be reviewed and approved by Millcreek Public Works Department.
7. The applicant will comply with all requirements established through the technical review process prior to receiving final conditional use approval.
8. As part of the technical review, applicant is required to meet all standards for roadway development as determined by the Millcreek Public Works departments.
9. All applicable fees from the technical review process required must be paid in full before final conditional use approval can be granted and before certificate of occupancy is granted.
10. The applicant will comply with all requirements of the Unified Fire Code and is subject to approval by the Fire Marshal. Any safety measures required by the Fire Marshal including a fire hydrant shall be installed.
11. The applicant shall obtain a complete review for an approved building permit and shall comply with the requirements of Millcreek City, and utilities. Building permit may only be applied for once final approval letter for conditional use permit is given to applicant.
12. Applicant must obtain utility will serve letters during the technical review process.
13. The applicant and its successors shall properly and continually maintain all required landscaping, fencing, buildings.

14. An approved landscape plan that complies with the minimum standards found in Chapter 19.77 and shall be bonded for prior to final conditional use approval. A tree preservation, replacement, and removal plan will be completed and approved by City staff.
15. Applicant will be required to receive approval from Salt Lake County addressing department before final conditional use approval.
16. Applicant is required to bond for all proposed or required improvements of landscaping and public improvements as determined by the Public Works Department and Planning and Zoning Department.
17. That applicant shall schedule a pre-construction meeting with the public works department once bonding is complete.
18. The development shall meet all requirements of Low Impact Development (LID) approach. This approach includes long-term stormwater BMPS that allow stormwater to infiltrate, evapotranspiration or harvest and reduces runoff from the site and protects water quality (MS4 permit 4.2.5.1.3). If a LID approach is infeasible, an alternative rationale must be provided and documented showing that infiltration, evapotranspiration, and harvesting methods were used to the maximum extent feasible. Reasons for infeasibility may include the following: high ground water, drinking water source protection areas, soil conditions, slopes, accessibility, excessive costs, or others (MS4 permit 4.2.5.1.5).
19. All items of the staff report.

Applicant Elliot Abel said Faizi was great to work with. Commissioner Reid asked about saving the mature trees on the property. Abel said he tried to reconfigure the layout to preserve the trees, but trees would be removed and replaced.

Chair LaMar opened the public hearing.

Elyse Sullivan read a public comment received online from Jamie Allyn, 2197 E. Keller Lane. *"It appears from the submitted plans (pg. 5 of staff report) and dimensions taken from the County Assessor Parcel Viewer that about 1/3 of the area slated as satisfying the rear-yard setback requirement is owned (not merely a R of W) by Questar. Even if, because of the alley, the rear yard setback requirement is reduced from 20 ft. to 10 ft. (pursuant to 19.44.050: SPECIAL REQUIREMENTS FOR THE R-M ZONE [#18]) the Questar owned parcel takes up 40 ft. of the 126.3 ft. lot width. At the East Millcreek Community Council Meeting I asked Staff and Applicant about this and was told by the applicant that there was something in the code that permitted this. I have not been able to locate the specific provision and wondered if the Planning Commission might include this in their discussion. I presume that a zone's setback requirement is not only to provide a buffer between one parcel and another but also to provide open space within a parcel. If so, can a parcel owned by another party be included as a means to satisfy a setback requirement?"*

Chair LaMar closed the public hearing.

Francis Lilly said he had already responded to Jamie Allyn via email. He said there is language in the code that if you have property that abuts an alley that is at least 20 feet wide, the RM Zone setback could be reduced to 10 feet. He said the reason for the setback is the alley width plus the 10-foot setback from the Questar parcel actually exceeded the minimum rear yard by the zone. Commissioner Allen said he liked the project.

Commissioner Cianflone moved to grant preliminary approval to CU-21-013 subject to the planning staff's recommendations, the conditions found in the staff report. Commissioner Allen seconded. Chair LaMar called for the vote. All Commissioners present voted yes. The motion passed unanimously.

1.5 Consideration of SD-21-021, Preliminary Plat approval of the Millcreek City Center Open Space Subdivision Location: 1321-1357 E. 3300 S., 1311-1363 E. Chambers Avenue, 3216 S. Highland Drive, and 1310-1334 E. Woodland Avenue Applicant: Millcreek

Robert May reviewed the staff report. He said the subdivision defined the boundaries of the common area in the City Center. He noted the plat did not vacate any easements or right-of-way but dedicated land for Chambers Avenue and 3300 S. Commissioner Allen asked if the subdivision would impact future applications. Lilly said the plat would accomplish the dividing line between Millcreek Common and development. He said in a commercial zone, there is no minimum lot size. The goal of the application was to divide Millcreek Common space to developable parcels to give the City opportunity to trade or sell property.

Chair LaMar opened the public hearing.

Carol Elliot, 3210 S. Highland Drive, asked how a piece of property that was already sold to a private developer could be platted on the open space subdivision as being owned by Millcreek. She noted that she had an ingress/egress easement on the "L-shaped" section of property touching Highland Drive. She protested this piece of property being part of the open space subdivision.

Mallory Singleton, 1296 E. 3300 S., asked if the subdivision would impact the Verizon and Check City property kiddie corner to the Common. Staff said no.

Chair LaMar closed the public hearing.

Francis Lilly said that the "L-shaped" property had not been sold, so Millcreek still owned it. He said the County requires subdivisions to be named. The predominant use would be the City Center open space, so that is what it was named. He said the city cannot sell the property until the subdivision takes place. The subdivision does not affect the disposition of the easement.

Commissioner Allen, in regards to application SD-21-021, moved to grant preliminary plat approval of the Millcreek City Center Open Space subdivision subject to conditions outlined in the staff report. Commissioner Claerhout seconded. Chair LaMar called for the vote. Commissioners present voted yes. The motion passed unanimously.

The Commission took a break from 8:27-8:34 p.m.

2. Continuing Application

2.1 Consideration of ZM-19-012, Rezone Request from R-1-8 to R-2-6.5 and Adoption of a Development Agreement for a 15-unit Planned Unit Development Location: 1315 East Magda Lane Applicant: Raed Salem

Francis Lilly said there were currently 7 units on the property in various states of decay. The landowners previously put together a site plan that would salvage some of those buildings, but as the project got going it made sense to scrape the entire property and replace the units with modern owner-occupied twin housing. The surrounding zoning is R-1. After receiving feedback from the Planning Commission at the April 21, 2021 meeting, the applicant was submitting a site plan that presumes the demolition of all 7 existing dwellings, replacing them with 16 new twin homes in a Planned Unit Development (PUD). He showed the Commission the proposed site plan that had an existing tree in the way of parking. He said the application would come back to the Commission as a conditional use permit and PUD.

Lilly said the finer points of the design, landscaping, and detrimental effects of the proposed development agreement should be discussed that evening. He said the buildings were modern in concept with white Jerusalem stone, stucco, and wood as the proposed materials. He said in the proposed zone, the minimum front yard setback was 25 feet, but the proposal was almost 35 feet from the property line. He said sidewalk would be added in the dedication. He said the site looked like a heavily concreted space. He felt attention was warranted in the front of the townhomes for landscaping. He noted the pedestrian and vehicular space was shared. He said at their meeting on December 3, 2019, the Millcreek Community Council unanimously recommended approval of the proposed rezone with a development agreement. Lilly recommended approval of the rezone and reviewed the proposed development agreement conditions:

1. Height. The height of the buildings will not exceed 28 feet in height.
2. Setbacks. The setbacks for the building will be as established on the attached site plan, Exhibit C.
3. Parking. The project will include 58 parking stalls for the development. There will be 12 units with 3 parking spaces each, and 4 units with 4 parking spaces each, and 6 guest parking spaces.
4. Common Open Space. The project will consist of open space totaling 45% of the project site. 22% of the open space will be common, and 23% of the open space will be private.
5. Amenities. The open space will include the following residential amenities: Community Garden consisting of at least 16 garden beds.
6. Screening. Parking between 1300 E and the buildings fronting 1300 E shall be screened from view.
7. Units. The project will consist of 12 four-bedroom units, and 4 five-bedroom units.
8. Private Open Space. The project will consist of open space totaling 46% of the project site. 22% of the open space will be common, and 24% of the open space will be private.
9. Lighting. The developer will install Street lights on the south side of Magda Lane as shown in the drawing.
10. Fencing. The developer will install Wooden Fencing along perimeter of PUD.
11. Uses. Uses will be limited to 16 Residential Twin Homes.
12. Landscaping. Landscaping will be provided as provided in the attached landscape plan. Trees, community garden space, resident's choice. Trees will be preserved per the tree preservation plan indicated in the attached exhibit. Trees to be installed along private right-of-way.
13. Materials. The project will consist of the following materials: White Jerusalem Stone, Stucco, and Wood.
14. Arrangement. Arrangement of the materials and windows will be as indicated on the attached renderings.

Chair LaMar asked about screening standards. Lilly proposed two options: a wall or an evergreen hedge.

Applicant Raed Salem did not object to more greenery and screening along the street. Chair LaMar asked why the units had large bedroom counts. Salem said there was space, so they added bedrooms. Chair LaMar noted that fewer bedrooms would require fewer parking stalls. Applicant Rola Hajeb said the footprints would not change. Commissioner Reid agreed with Lilly's remarks on additional landscaping. Chair LaMar said screening taller than three feet would be preferred. The Commissioners expressed a desire for a hedge. Lilly recommended an evergreen hedge. Commissioner Allen recommended the applicant work with staff to add more greenery to the front of the homes.

Commissioner Allen, on consideration of ZM-19-012, moved to forward a positive recommendation for a rezone request from R-1-8 to R-2-6.5 and adoption of a development agreement for a 16 unit planned unit development including the items in the staff report, plus a hedged screen between the units and 1300 E., plus to work with staff on trying to increase greenery in front of the homes. Commissioner Wright seconded. Chair LaMar called for the vote. All Commissioners present voted yes. The motion passed unanimously.

3. Commission Business Continued

3.2 Approval of July 21, 2021 Meeting Minutes

Commissioner Cianflone moved to approve the July 21, 2021 meeting minutes. Chair LaMar seconded. Chair LaMar called for the vote. All Commissioners present voted yes. Commissioner Allen abstained. The motion passed.

3.3 Updates from the Planning and Zoning Director

Francis Lilly said he was looking to hire additional staff, a current planning manager. He announced that Robert May was promoted to the Long-Range Planning Manager position. He asked the Commissioners to let him know if they wanted to participate in the American Planning Association Conference.

3.4 Discussion of Current City Center Overlay Zone (CCOZ) and City Center Master Plan

Chair LaMar said he added this item to the agenda to go over details in anticipation of future applications because there was interest to add digital billboards in the City Center. He provided the Commission with a draft position letter to send to the City Council. Commissioner Stephens said the purpose of the letter was not to pass judgement on whether or not some form of a digital billboard is a bad idea, but to encourage the City Council to follow the public process as respects to the guiding documents. He then read the following letter.

"Dear City Council Members,

An open letter from a planning commission to a city council is perhaps unprecedented, but we feel it is important that you understand our alarm at the prospect of erecting digital billboards within the City Center. Nothing in our current ordinances supports billboards in the City Center and we oppose efforts to approve them without a robust open public process.

No support for this digital billboard plan can be found in the General Plan (adopted in 2019). The City Center Master Plan (adopted in 2019) explicitly stipulates signage that is diametrically the opposite of what constitutes a digital billboard. The City Center Overlay Zone Ordinance (adopted in 2019) prohibits digital billboards. The underlying sign and billboard ordinance (adopted in 2020) specifically prohibits digital billboards in the City Center.

All these documents are effectively new and were adopted by the city council after extensive public involvement, including open houses, polling of residents, public hearings and public meetings. These guiding documents and ordinances represent what Millcreek residents want. If the goal of erecting digital billboards in the city center persists, these guiding documents and multiple zoning ordinances must first be changed in substantive ways. All changes in these documents should go through the same extensive process involved in their creation. That includes outreach meetings, multiple hearings, dialogue with neighborhoods throughout the entire city, the community councils, the planning commission and finally the city council will then be free to move forward. After the culmination of this public process, and IF the changes in these city planning documents are approved, it would then be appropriate to start the discussion of any applications relevant to this issue.

The City Council appears to be motivated by what it feels are certain immediate exigencies regarding one billboard located on 3300 South. This is not a new issue nor is it urgent that a deal be made in the near future to exchange traditional billboards for digital billboards. The City Council can start the process of condemnation to remove this billboard, and then if and after changes are approved to the ordinances and guiding documents, a deal can still be made with Reagan Outdoor Advertising, or the city can simply choose to complete the condemnation process. Revising the definition of a digital billboard to make them acceptable – by adjusting their size, height, fancy framing and duration of each digital image – will not work.

Our advice: slow down. There are rational and thoughtful alternatives that are well within the control and financial resources of the city."

Chair LaMar asked for feedback on the letter. Commissioner Reid said it was important to follow the process and that the Commission's role should be respected. Commissioner Sieber said she liked the letter in concept and was taken aback by the article on digital billboards in the City's newsletter. She said the code was clear that digital billboards were only allowed along the I-15 corridor in Millcreek. She said the CCOZ specifically stated that only monument, illuminated, temporary A-frame, and protruding signs were allowed, and digital billboards did not fit. She said requirements in code should be followed or changed. Commissioner Allen said the letter was not for or against billboards, just stating that the appropriate process needed to be followed.

Commissioner Allen moved to approve the draft letter as presented and forward it to the City Council. Commissioner Stephens seconded. Chair LaMar called for the vote. All Commissioners present voted yes. The motion passed unanimously.

4. Calendar of Upcoming Meetings

- City Council Mtg., 8/23/21, 5:00 p.m. at City Hall
- Canyon Rim Citizens Association Mtg., 9/1/21, 7:00 p.m. TBD
- East Mill Creek Community Council Mtg., 9/2/21, 6:30 p.m. TBD
- Mt. Olympus Community Council Mtg., 9/7/21, 6:00 p.m. TBD
- Millcreek Community Council Mtg., 9/7/21, 6:30 p.m. TBD
- City Council Mtg., 9/13/21, 5:00 p.m. at City Hall
- Planning Commission Mtg., 9/15/21, 5:00 p.m. at City Hall

ADJOURNED: Commissioner Allen moved to adjourn the meeting at 9:13 p.m. Commissioner Cianflone seconded. Chair LaMar called for the vote. All Commissioners voted yes. The motion passed unanimously.

APPROVED: Shawn LaMar **Date** 9/15/2021
Shawn LaMar, Chair

Attest: **Elyse Sullivan, City Recorder**

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

File # CU-21-002/SD-21-006

Planning Commission Staff Report

Meeting Date:	**18 August 2021**
Applicant:	**Nathan Anderson**
Property Address:	**4080/4090 South Highland Drive**
Parcel IDs:	**16-33-381-025-0000, -026,-055**
Request:	**Applicant is requesting Preliminary Approval of a Conditional Use Permit and Preliminary Plat Approval for a Mixed-Use PUD consisting of 7 residential townhomes and 4 live/work units.**
Zone:	**C-2 /R-1-8**
Prepared By:	**Robert May, Long Range Planning Manager**

SYNOPSIS AND SCOPE OF DECISION

Applicant Nathan Anderson is requesting Preliminary Approval of a Conditional Use Permit and Preliminary Plat Approval for a Mixed-Use PUD consisting of 7 residential townhomes and 4 live/work units. The project development site consists of three separate parcels and collectively amounts to approximately .63 acres. The majority of the development site lies within C-2 Zone with roughly 1,700 sf that lies in the R-1-8 Zone.

Refer to application file ZM-21-003 for more information regarding the rezone request and characteristics.



A mixed-use development is recognized as a conditional use in the C-2 Zone per Section 19.60.020 Table 19.60-1. Due to the project being a Planned Unit Development, development standards and requirements within Chapter 19.78 and subdivision Code, Title 18 are required to be met.

The Planning Commission has the authority to approve or approve with conditions, based on standards, all conditional use applications. Denial of an application shall only be considered if there are no conditions that can be imposed to mitigate

the reasonably anticipated detrimental effects of the use. All conditional uses are presumed to be compatible in the zone and compatible with the intent of the General Plan. – *Section 19.84.050 Approval/Denial Authority*

Existing Land Use and Proposed Change

Currently the proposed development site is vacant, but historically has been used as an auto repair shop for over the last thirty years. The adjacent property directly to the south is zoned commercial and currently hosts a mixture of commercials uses such as a denntist office and dance studio. The adjacent property directly to the north is zone multi-family residential and is currently housing a 9-unit multi-family housing development.

The property directly west is zoned residential and is separated by a canal owned and operated by Big Cottonwood Lower Canal Irrigation Company. Directly across Highland Drive from the subject property is a large reception center.

The property does have public improvements in terms of curb, gutter, and sidewalk. However, a new access and apron will likely trigger new installation of public improvements.

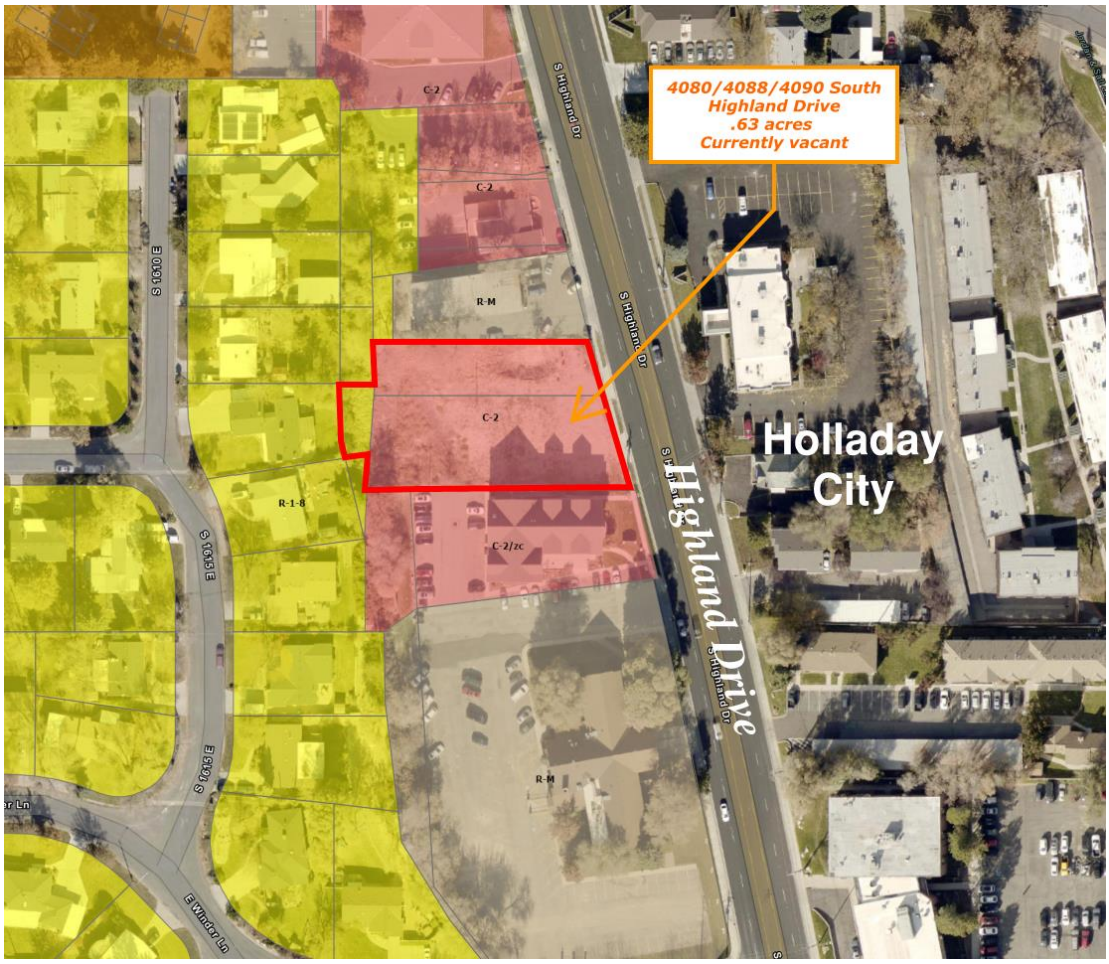
Existing Zoning	Existing Land Use	Surrounding Uses and Zones	Site Improvements	Parcel ID	Size of Property
C-2	Vacant commercial	Commercial /Mixed-Use Residential	119 dwellings 25,000 sf commercial	**16-33-381-025-0000, -026,-055**	Approx. .63 acres

SITE & VICINITY DESCRIPTION

Figure 1: Google street view



Figure 2: Zoning map



The purpose of the C-2 Commercial Zone is to provide areas for larger-scale community commercial development. Such zones cater to regional markets and generate traffic from a much larger regional area. The C-2 Zone does allow for residential mixed use developments with special requirements.

The development will consist of four 3-bedroom units and seven 2-bedroom units. Four of the eleven total units will be commercial live-work units fronting Highland Drive. The project parking follows the below breakdown per Chapter 19.80 Off-Street Parking Code.

4-3 Bedroom Unit = 10 Stalls

7-2 Bedroom Units = 14 stalls

Guest 33% = 4 stalls

Commercial (1500 sf) = 6 stalls





Surrounding Uses. The site is bordered to the north by a mult-family residential structure and small commercial structures, to the east by Highland Drive, to the south by a 3-story office/commercial structure, and to the west by a canal followed by single-family residential structures.

Right-of-Way. The existing Highland Drive right-of-way is approximately 80 feet, and no right-of-way dedication is required along this site. There is curb, gutter, and sidewalk on both sides of Highland Drive, and the project site is currentlys served by a high-frequency bus line (UTA Route 220). There is a bus stop approximatly 150 north of the property.

On-Street Parking. No on-street parking is available along Highland Drive, and none is contemplated as part of the development.

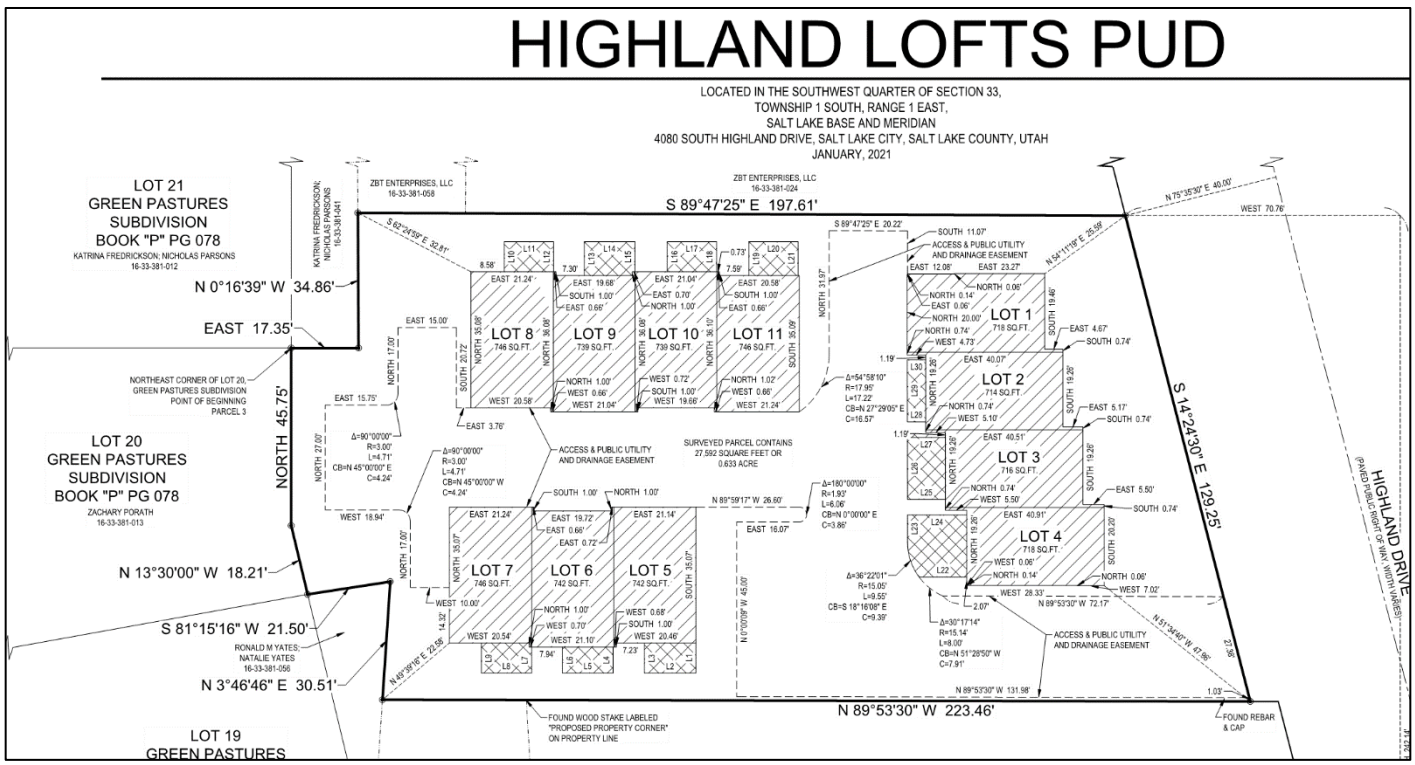
Street Lighting. There are no street lights along the property frontage. There are two street lights across Highland Drive to the north and south.

Geologic Hazards. There is a known fault line to the west of the property. The project is within a fault study area and is subject to the City's Geological Hazards Ordinane, Chapter 19.75 of the Millcreek Code.

Private Irrigation. Big Cottonwood Lower Canal Company has a known canal that runs south to north along the west property line. The applicant has been in contact with the irrigation company and is mitigating any concerns.

Grade. The property features a significant grade change from east to west. The first floor of the mixed use units will be below grade from Highland Drive.





PROJECT INFORMATION

The applicant is proposing a Mixed-Use PUD consisting of 7 residential townhomes and 4 live/work units. The four units facing Highland Drive will each contain 375 square feet of ground floor commercial/office space that collectively totals 1500 square feet of commercial for the project.

DOG PARK W/BENCH IS FENCED 4' HEIGHT.
OPEN SPACE PROVIDED = 45%, 40% REQUIRED
MIXED-USED COMMERCIAL = 1,500/4 = 375 SF IN UNITS 1-4.
COURTYARDS ARE FENCED UNITS 5-11
UNITS 5-12 34' 7" FT IN HEIGHT, 1-4 = 45' IN HEIGHT.

WEST FENCING TO BE ALTERED FOR TERRAIN.

AREA BREAKDOWN

PROPERTY: 27,570 SF.
PARK STRIP: 1,228 SF.
28,798 SF.

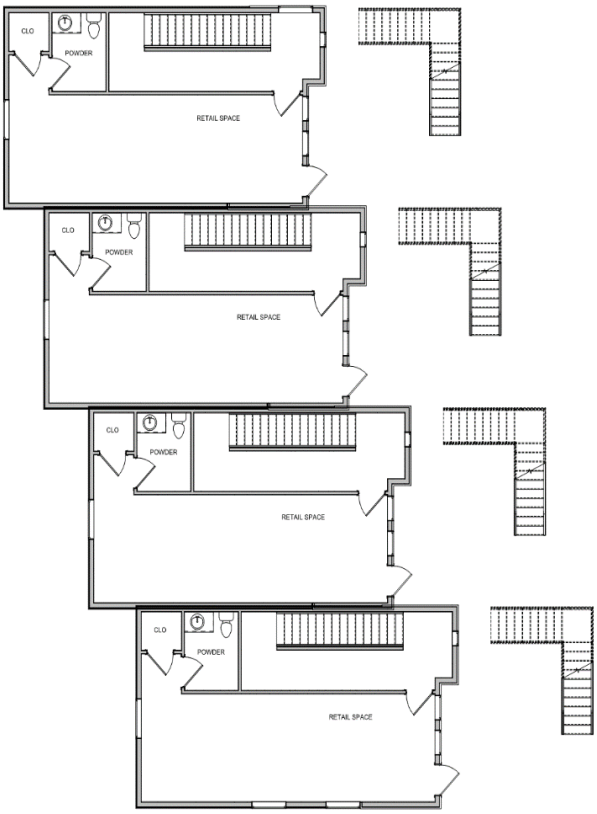
OPEN SPACE: 10,817 SF.
ROOF DECKS: 2,124 SF.
12,941 SF. 45%

BUILDING PADS: 7,993 SF. - ROOF DECKS = 5,869 SF.
HARDSCAPE: 9,988 SF.
15,857 SF. 55%



TABULATION BOX

1. AVERAGE: .64
2. DENSITY UNDER C-2: MINIMUM 21,000 OF 27,878.
3. GEOLOGIC OVERLAY: TESTED NO FAULT DETECTED.
4. OPEN SPACE: 40% REQUIRED - 20 COMMON 20 PRIVATE
5. BUILDING AREA: 8,010 OR .28% OF LOT.
6. GARBAGE FACILITY: WITHIN GARAGE.
7. INTERNAL PARKING: 22
8. SITE PARKING: 10
9. SIDE YARDS 15', REAR YARD 25' FRONT YARD 25'
10. AMENITY: DOG PARK, MIXED USE



This mixed-use development is a vast improvement over the past use. The past use was mechanics garage and a small home. The applicant is adding 4' sidewalks behind the curb and through-out the development for better pedestrian access. Guest parking provided just beyond the entry and on the west-end. Individual waste containers will be provided for each unit. In addition to the minimum garage size of 20x22 and disposal cans will be placed under the stairs to avoid outdoor storage. Signage for the four live-work units will be confined to a 24" x 16" area above each entry door. No illumination is allowed. Solar set-up will be provided with each unit and appropriately screened. Solar panels are to be added later following federal incentives.

The proposed development is subject to a height transition that limits the development to 35 feet in height from any residential zoning. However, units outside of the transition area are eligible of maximum heights of 45 feet. See elevations in attachments. Note that the property is on a slope and the first floors are below grade.

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





Figure above shows units within height transition area – Below 35 feet



Figure above shows units outside height transition area – May be above 35 feet but no higher than 45 feet

Density. The C-2 Zone does not have a density cap, but regulates density and scale by lot coverage maximums and open space minimums along with other development standards and regulations. The project density is roughly 2,500 square feet per unit or 17 units per acre.

Site Layout. The applicant is proposing a mixed use site consisting of three buildings. The applicant proposes commercial uses in the four units directly facing Highland Drive. The result will be a project that presents a distinctive streetscape along Highland Drive in a manner that complies with the C-2 mixed use requirements for building length and step-backs, as well as commercial uses.

Fencing: *Per the PUD code standards,* fencing around the perimeter of all developments shall be provided, except along frontages of a public right-of-way. Acceptable fencing materials include architecturally designed brick, stone, or block, or pre-cast concrete. Fencing with materials using composite products, wrought iron, wood, or vinyl may be allowed with a minimum two-foot wide, six-foot tall brick or stone pillar spaced every twelve feet on center.

Lighting: There is no surface parking proposed between the building and Highland Drive, however there will likely be building lighting and streetlights. Building lighting shall be dark-sky compliant and streetlights shall meet the requirements of the Millcreek City Engineer.

Landscaping: The applicant is providing 9,799 square feet of on-site open space area, including roof deck balcony, a 450 square foot dog park area and approximately 6,000 square feet of landscaping that will include a combination of plant coverings and turf grass.

Access. Pedestrian and vehicular access for the project will be served from Highland Drive. The project features one parking access. A traffic impact study was not done due to the minimal impact 11 units will have on the adjacent area and Highland Drive.

Dedication. No dedication is required as part of this project.

Parking. The development will consist of four 3-bedroom units and seven 2-bedroom units. Four of the eleven total units will be commercial live-work units fronting Highland Drive. The project parking follows the below breakdown per Chapter 19.80 Off-Street Parking Code. Per the Off-Street Parking Code Chapter 19.80, specifically the shared parking section, the developer is requesting shared parking approval. 28 residential stalls with 6 commercial stalls within the shared parking matrix would result in 30 parking stalls. **The developer is providing 32 parking stalls.**

4-3 Bedroom Unit = 10 Stalls

7-2 Bedroom Units = 14 stalls

Guest 33% = 4 stalls

Commercial (1500 sf) = 6 stalls

Required Parking Matrix

Chapter 19.80 Shared Parking Table 19.80.080(a)

1	For each applicable general land use category, calculate the number of spaces required for a use as if it were the only use (refer to the schedule of minimum off-street parking requirements).
2	Use the figures for each individual land use to calculate the number of spaces required for that use for each time period specified in the table (six time periods per use).
3	For each time period, add the number of spaces required for all applicable land uses to obtain a grand total for each of the six time periods
4	Select the time period with the highest total parking requirement and use that as the total number of parking spaces required for the site on a shared parking basis.

GENERAL LAND USE CATERGORY		WEEKDAYS			WEEKENDS		
		12a.m.— 7a.m.	7a.m.—6p.m.	6p.m.—12a.m.	12a.m.—7a.m.	7a.m.—6p.m.	6p.m.—12a.m.
☐	Office & Industrial	5%	100%	5%	0%	5%	0%
☐	Retail	5%	100%	80%	5%	100%	60%
☐	Restaurant	50%	70%	100%	70%	50%	100%
☐	Hotel	100%	65%	100%	100%	65%	100%
☐	Residential	100%	50%	80%	100%	75%	75%
☐	Theater/entertainment	5%	20%	100%	5%	50%	100%
☐	Place of worship	0%	30%	50%	0%	100%	75%
USE	**Required Parking**						
LU 1	Residential - 28	28	15	24	30	22.5	22.5
LU 2	Office Space - 6	0.3	6	0.3	0	0.3	0
	Total	28.3	21	24.3	**30**	22.8	22.5

Open Space. The applicant is proposing 12,941 square feet of open space which includes 2,124 square feet of roof deck.

Building Design. The applicant proposes a design consisting of three buildings. The development will consist of four 3-bedroom units and seven 2-bedroom units. Four of the eleven total units will be commercial live-work units fronting Highland Drive.

Height: The overall height of units 5-12 is 34'7" feet. Units 1-4 are no higher than 45' from grade. Since the building is being constructed into an existing grade change, the height along Highland Drive is 42 feet.
Setbacks: The project establishes a 25 foot setback from Highland Drive, and a 15 foot perimeter setback.
Materials: The applicant is proposing a mixture of brick, stone, and stucco with exposed steel for the railing and stairs.
Massing: The project has a highly articulated façade with articulation and large windows giving it a strong curb appeal along the Highland Drive frontage. The applicant is proposing a 12 foot high 1st floor for the commercial space.

Unit Characteristics. The applicant is proposing 11 residential dwellings, with four being live/work units. There are 4-three-bedroom units, and 7 two-bedroom units. Each unit consists of approximately 750 square feet.

Amenities. The applicant is proposing a 440 square foot dog park and bench as the amenity for the residents.

Utilities and Waste Removal. The applicant is proposing that each unit will have its own waste and recycling containers that will be emptied on-site by a private waste removal outfit. No containers can be along Highland Drive.

COMMUNITY COUNCIL RESPONSE

Millcreek Community Council. The Millcreek Community Council held a public meeting on this application on 10 August 2021. The Millcreek Community Council recommended approval of the project, on a vote of 8 approve and 1 abstained. During the meeting it was discussed that the applicant provide a buffer along the west property line with trees. It was also discussed that the development's CC&R's regulate the type of commercial space that can be used in the live/work units.

STANDARDS FOR APPROVAL

Per §19.84.060 of the Millcreek Code, All Conditional Use Permits run with the land and may require the applicant to record documents to that effect. The Planning Commission and staff, in their review capacity, may impose site plan modifications and conditions to mitigate the reasonably anticipated detrimental effects of a conditional use.

In addition, buildings with heights greater than 40 feet are subject to additional findings, which will be discussed following the mitigations.

Staff identified the following reasonably anticipated detrimental effects on this project, and recommend the following modifications and conditions to mitigate them:

1. *Detrimental effects of decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards, including other reasonable mitigation as determined by a qualified traffic engineer.*

Effect: Although minor, eleven units with 4 being live/work will generate some traffic impacts.

Mitigation: An eleven unit development does not warrant a traffic study. The applicant has exceeded the parking requirement by two stalls to help remedy any additional parking demand. The applicant will ensure that every residential unit has at least one dedicated parking space. Prior to receiving final subdivision plat approval, applicant shall bond for all required street improvements, including curb, gutter, sidewalk, street trees and required irrigation, required setback landscaping, streetlights, and any other improvement required by the City.

2. *Detrimental effects on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems, including other reasonable mitigation as determined by the City's engineering staff, contracted engineers, and utility service providers.*

Effect: Existing utilities may not be equipped to handle increased demand imposed by the project.

Mitigation: Applicant shall provide service availability letters from all utility providers prior to receiving final conditional use approval.

3. *Detrimental effects on connectivity and safety for pedestrians and bicyclists.*

Effect: Any development will have an impact on existing utilities.

Mitigation: Applicant shall provide service availability letters from all utility providers prior to receiving final conditional use approval.

4. *Detrimental effects by the use due to its nature, including noise that exceeds sound levels normally found in residential areas, odors beyond what is normally considered acceptable, within a neighborhood including such effects as environmental impacts, dust, fumes, smoke, odor, noise, vibrations; chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may include hours of operation and the potential to create an attractive nuisance.*

Effect: New development increases the demand on nonrenewable energy sources and inefficient buildings may contribute to short- and long-term air quality issues.

Mitigation: Applicant shall verify that all lighting will be directed downward and shielded. All trash containers will be stored within individually owned garages.

5. *Detrimental effects that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people arising from, but not limited to, waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high ground water, environmental health hazards, or wetlands, as determined by City Engineer, City geologist and other qualified specialists.*

Effect: Soils conditions or geological hazards may be present on site.

Mitigation: Applicant shall verify with engineering staff through appropriate studies as required by the City's Geological Hazards ordinance that the soils are suitable for development prior to receiving final conditional use approval.

6. *Detrimental effects of modifications to or installation of signs and exterior lighting that conflict with neighborhood compatibility.*

Effect: The development may include lighting that casts outward and upward, contributing to light pollution during evening hours.

Mitigation: Applicant shall install dark-sky compliant lighting, and submit a lighting plan, including for signage, for review by planning staff prior to receiving final conditional use approval.

7. *Detrimental effects arising from incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors within the neighborhood in which the conditional use will be located.*

Effect: Changes to the development during preparation of construction documents may result in significant alterations to mass and materials, resulting in a significantly more massive building or one with a decreased standard of architectural finishes.

Mitigation: Applicant shall comply with the materials palette presented in the application.

8. *Detrimental effects on the tax base and property values.*

Not applicable

9. *Detrimental effects on the current level of economy in governmental expenditures.*

Not applicable.

10. *Detrimental effects on emergency fire service and emergency vehicle access.*

Effect: Developments will always be an impact on emergency fire service and emergency vehicles.

Mitigation: The applicant has designed and constructed a project that is compliant with fire code. The applicant shall obtain preliminary plan approval from the Fire Marshal prior to receiving final conditional use approval.

11. *Detrimental effects on usable/functional/accessible open space.*

Effect: N/A.

Mitigation: Applicant shall verify prior to receiving final conditional use approval that the project meets the minimum square feet of open space required. The project exceeds the open space requirement.

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

    Effect: Inadequate maintenance and care for the property and structures could take place, making the project a slum and dragging neighboring property values down.

    Mitigation: The applicant shall establish an HOA and funding to properly maintain and care for the property and structures.

13. *Detrimental effects on appearance from graffiti. Applicants shall apply an anti-graffiti material or coating, approved by the City, to building, fence, and other surfaces from ground level to a height of nine feet. The Planning Commission may approve dense planting or appropriate design measures in place of anti-graffiti materials. This requirement may be imposed retroactively where graffiti issues are present.*

    Effect: Project fencing and long building facades may be defaced by graffiti.

    Mitigation: Prior to receiving a certificate of occupancy, applicant shall apply an anti-graffiti material or coating on the north, west, and south building facades, and on any fencing the applicant installs on the project.

PLANNING STAFF ANALYSIS AND FINDINGS

Per §19.84.060 of the Millcreek Code, the Planning Commission can impose site plan modifications and conditions to mitigate the reasonably anticipated detrimental effects of a conditional use. While staff finds that the project is well designed and is conceptually in compliance with the City's development standards, the final conditional use permit will be evaluated for potential detrimental impacts established in the Millcreek Code.

Staff finds that this project provides superior value to the area due to its' unique characteristics. The project is a vast improvement to the surrounding area. It is a mixed use development consisting of three buildings and is designed to accommodate 4 live/work units comfortably. The applicant has committed to a high standard for building materials, extra parking, and extra amenity space. Due to the project's exceptionality and that it meets and exceeds the minimum requirements for a vertically integrated mixed use development, staff recommends approval of a conditional use permit subject to the conditions in the staff recommendation.

PLANNING STAFF RECOMMENDATION

Planning Staff recommends approval of the conditional use permit and preliminary plat known as file# CU-21-002/SD-21-006 with the recommended staff conditions:

1. Prior to receiving final subdivision plat approval, applicant shall bond for all required street improvements, including curb, gutter, sidewalk, street trees and required irrigation, required setback landscaping, streetlights, and any other improvement required by the City.

2. the applicant will ensure that every residential unit has at least one dedicated parking space.

3. Applicant shall provide service availability letters from all utility providers prior to receiving final conditional use approval.

4. Applicant shall verify with engineering staff through appropriate studies as required by the City's Geological Hazards ordinance that the soils are suitable for development prior to receiving final conditional use approval.

5. Applicant shall install dark-sky compliant lighting, and submit a lighting plan, including for signage, for review by planning staff prior to receiving final conditional use approval.

6. Applicant shall comply with the materials palette presented in the application.

7. The development shall consist of three separate buildings with four mixed-use units that individually consist of at minimum 375 square feet along Highland Drive.

8. Within one year of receiving preliminary conditional use approval, applicant shall record a commercial condominium plat consisting of at least two commercial spaces, totaling at least 40,000 square feet of commercial uses. Commercial uses shall not include leasing offices or amenities space for the residential use.

9. The applicant shall obtain preliminary plan approval from the Fire Marshal prior to receiving final conditional use approval.

10. The develop shall meet all requirements of Low Impact Development (LID) approach. This approach includes long-term stormwater BMPS that allow stormwater to infiltrate, evapotranspiration or harvest and reduces runoff from the site and protects water quality (MS4 permit 4.2.5.1.3). If a LID approach is infeasible, an alternative rationale must be provided and documented showing that infiltration, evapotranspiration, and harvesting methods were used to the maximum extent feasible. Reasons for infeasibility may include the following: high ground water, drinking water source protection areas, soil conditions, slopes, accessibility, excessive costs, or others (MS4 permit 4.2.5.1.5)

11. Prior to receiving a certificate of occupancy, applicant shall apply an anti-graffiti material or coating on the north, west, and south building facades, and on any fencing the applicant installs on the project.

12. Prior to receiving final conditional use approval, the applicant shall certify that existing utility services have the capacity to accommodate additional demand induced by the development, or that the services will be upgraded to meet the additional demand.

13. The applicant shall obtain final approval from the Millcreek City Engineer that all anticipated traffic impacts or concerns of the proposed development have been mitigated.

14. Signs and accessory structures will require separate building permits and staff review for zoning/land use compliance.

15. The applicant shall provide sufficient parking-lot light illumination. No light source (light bulb, fluorescent tube, or other direct source of light used to illuminate a parking area) shall be visible beyond the property line including the alley (ROW) of any off-street parking area as required by Section 19.80.030 of the zoning ordinance.

16. Any modifications to these approved plans must be approved by the Planning Department, in writing, prior to the changes being implemented in the field.

17. Landscaping shall be installed in compliance with Chapter 19.77 Water Efficient Landscape Design and Development Standards. Any revisions to the landscape plan package shall be reviewed and approved in writing by the director or designee prior to commencement of construction. Re-certification of compliance with the requirements of the landscaping ordinance shall be provided by the qualified professionals who prepared and submitted the plan revisions.

18. The applicant is required to meet all requirements and standards of the Millcreek subdivision Planned Unit Development Code Chapter 19.78.

19. The applicant will comply with all requirements established through the technical review process prior to receiving final conditional use approval and preliminary plat approval.

20. The applicant is required to meet all requirements and standards of the Millcreek subdivision code Title 18.

21. Before final approval and the recordation of the plat, the applicant must bond and complete a bond agreement for all required public improvements and landscaping.

22. All items of the staff report.

MODEL MOTION

Motion to approve the mixed-use project located 4080 South Highland Drive, consisting of 7 residential townhomes and 4 live/work units, file# CU-21-002/SD-21-006 with the recommended staff conditions located in the staff report.

SUPPORTING DOCUMENTS

1. Architecture plans
2. Civil plans
3. Proposed Plat
4. Landscape plans
5. Fault rupture study
6. Applicants letter

When recorded, return to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ____day of November 2021, by and between Highland Lofts, LLC. ("Developer"), for the land to be included in or affected by the project located at approximately 4080, 4088, and 4090 South Highland Drive in Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, Developer owns approximately .65 acres of real property located at 4080, 4088, and 4090 South Highland Drive in Millcreek, Utah ("Property") and intends to develop the Property. A legal description of the Property is attached hereto as exhibit "A." The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for a new mixed-use planned unit development consisting of 7 residential townhomes and 4 live/work townhomes (the "Project") on the Property; and

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

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

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-11, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

DRAFT

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

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

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

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

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in exhibit "B. The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings on this matter.

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

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

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

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

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

TO DEVELOPER: Highland Lofts, LLC.
Nathan Anderson, Mgr. City Ventures, Mgr.
2383 South 900 South
Salt lake City, UT 84108

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

DRAFT

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

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

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

12. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party

waives any claims thereto. The sole remedy available to Developer or and assignee shall be that of specific performance. Notwithstanding such limitation the City may withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Develop or any assignee.

13. **Term of Agreement.** The term of this Agreement shall be until November 22, 2031 and shall automatically expire on such date.

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

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

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

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

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

DRAFT

Millcreek

_____

Jeff Silvestrini, Mayor

ATTEST:

_____

Elyse Sullivan, CMC, City Recorder

DEVELOPER

By: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Jeff Silvestrini and Elyse Sullivan as the Mayor and the City Recorder, respectively, of Millcreek, a Utah municipality.

_____

Notary Public

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

The foregoing instrument was acknowledged before me this ___ day of _____ 2021 by _____.

_____

Notary Public

DRAFT

Exhibit A

Address: 4088 South Highland Drive

Parcel No. 16-33-381-055-0000

Legal Description

BEG NE COR LOT 20, GREEN PASTURES SUB; S 45.75 FT; S 13^30' E 18.21 FT M OR L; N 81^15'16" E 21.5 FT M OR L TO CANAL; N'LY ALG SD CANAL TO PT BEING E 29.47 FT FR BEG; W 29.47 FT TO BEG. 0.04 AC M OR L. 5664-1296 7627-2136 8447-3129 09766-5559

Address: 4080 South Highland Drive

Parcel No. 16-33-381-025-0000

Legal Description

BEG N 242.14 FT & W 70.76 FT FR S 1/4 COR SEC 33, T 1S, R 1ES L M; N 89^42'25" W 197.6 FT; S 0^16'39" E 48.33 FT, M OR LE 209.52 FT, M OR L; N 14^24'30" W 48.86 FT TO BEG. 0.22 AC 4433-0117 8619-3269 09499-2572

Address: 4090 South Highland Drive

Parcel No. 16-33-381-026-0000

Legal Description

COM 7.73 RDS N FR S 1/4 COR SEC 33 T 1S R 1E SL MER N 4.79 RDS W 16 RDS S 4.79 RDS E 16 RDS TO BEG LESS STREET & PARCELDEEDED TO S L CO FOR WIDENING 0.38 AC 4433-0117 5560-0226 8619-3272,3269 9499-2572 09758-3924

DRAFT

Exhibit B

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

1. The development site plan as presented in Exhibit C shall not change
2. Elevations and locations of buildings of development as presented in Exhibit C shall not change
3. Building materials and façade articulation of development as presented in Exhibit C shall not change
4. Developer shall plant a minimum of 6 trees no less than two inches in caliper along the west property line. Trees along west property must be columnar birch or poplar.

DRAFT

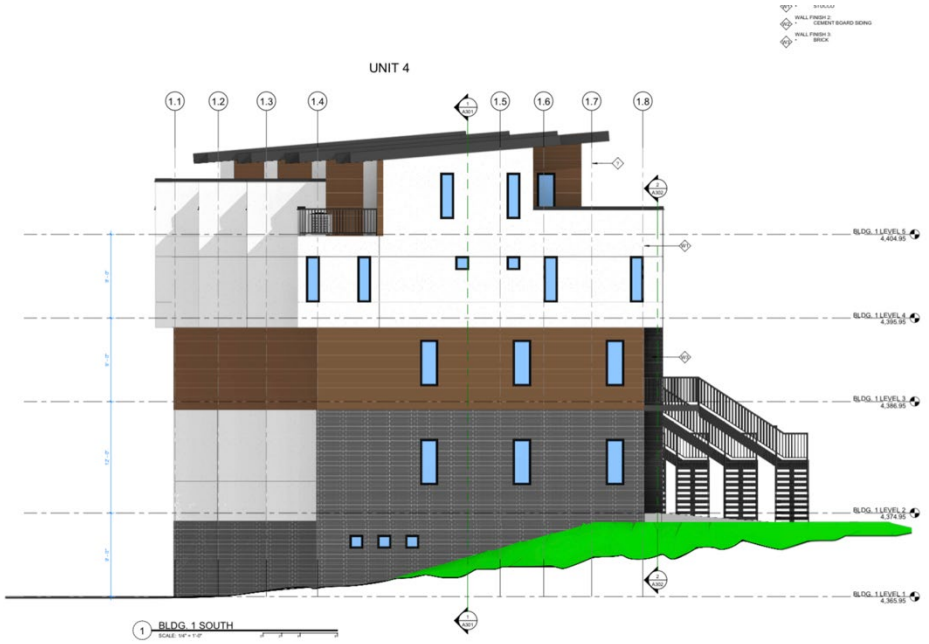
Exhibit C


S 89°47'25" E 197.61'
N 0°16'39" W
34.86'
EAST
17.35'
NORTH
45.75'
N 13°30'00" W
18.21'
S 81°15'16" W 21.50'
N 3°46'46" E
30.51'
BLDG. 3
BLDG. 2
BLDG. 1
HIGHLAND DRIVE
S 14°24'30" E 129.25'
N 89°53'30" W
223.46'
NORTH
1 SITE PLAN


UNIT 4
UNIT 3
UNIT 2
UNIT 1
1.A
1.B
1.C
1.D
1.E
BLDG. 1 LEVEL 5
4,404.95
BLDG. 1 LEVEL 4
4,395.95
BLDG. 1 LEVEL 3
4,386.95
BLDG. 1 LEVEL 2
4,374.95
1 BLDG. 1 EAST


WALL FINISH 2
CEMENT BOARD SIDING
WALL FINISH 3
BRICK
1.8
1.7
1.6
1.5
UNIT 1
1.4
1.3
1.2
1.1
BLDG. 1 LEVEL 5
4,404.95
BLDG. 1 LEVEL 4
4,395.95
BLDG. 1 LEVEL 3
4,386.95
BLDG. 1 LEVEL 2
4,374.95
BLDG. 1 LEVEL 1
4,365.95
1
BLDG. 1 NORTH


WALL FINISH 2
CEMENT BOARD SIDING
WALL FINISH 3
BRICK
1.E
UNIT 1
1.D
UNIT 2
1.C
UNIT 3
1.B
UNIT 4
1.A
BLDG. 1 LEVEL 5
4,404.95
BLDG. 1 LEVEL 4
4,395.95
BLDG. 1 LEVEL 3
4,386.95
BLDG. 1 LEVEL 2
4,374.95
BLDG. 1 LEVEL 1
4,365.95
1
BLDG. 1 WEST


UNIT 4
1.1
1.2
1.3
1.4
1.5
1.6
1.7
1.8
BLDG. 1 LEVEL 5
4,404.95
BLDG. 1 LEVEL 4
4,386.95
BLDG. 1 LEVEL 3
4,386.95
BLDG. 1 LEVEL 2
4,374.95
BLDG. 1 LEVEL 1
4,365.95
1
BLDG. 1 SOUTH


2.1
UNIT 7
2.2
UNIT 6
2.3
UNIT 5
2.4
1
BLDG. 2 SOUTH
2.D
2.C
UNIT 5
2.B
2.A
UNIT 5 LEVEL 3
4,385.25
UNIT 5 LEVEL 2
4,375.25
UNIT 5 LEVEL 1
4,365.25
2
BLDG. 2 EAST


2.4
UNIT 5
2.3
UNIT 6
2.2
UNIT 7
2.1
1
BLDG. 2 NORTH
2.A
2.B
UNIT 7
2.C
2.D
UNIT 7 LEVEL 3
4,384.25
UNIT 7 LEVEL 2
4,374.25
UNIT 7 LEVEL 1
4,364.25
2
BLDG. 2 WEST









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MILLCREEK, UTAH
ORDINANCE NO. 21-46

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A REDEVELOPMENT / DEVELOPMENT AGREEMENT WITH COTTONWOOD RESIDENTIAL WITH RESPECT TO APPROXIMATELY 1.76 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1306 EAST 3300 SOUTH

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on November 8, 2021, to consider, among other things, an ordinance approving a redevelopment / development agreement with Cottonwood Residential with respect to approximately 1.76 acres of real property located at approximately 1306 East 3300 South; and

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

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

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

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

PASSED AND APPROVED by the Council this 8th day of November, 2021.

M**ILLCREEK**

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 21-46: APPROVING A REDEVELOPMENT / DEVELOPMENT AGREEMENT WITH COTTONWOOD RESIDENTIAL WITH RESPECT TO APPROXIMATELY 1.76 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1306 EAST 3300 SOUTH
was passed and adopted the 8th day of November 2021 and certifies that copies of the foregoing Ordinance 21-46 were posted in the following locations within the municipality this ____ day of November, 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

When recorded, return to:

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

REDEVELOPMENT/DEVELOPMENT AGREEMENT

This Redevelopment/Development Agreement (this "Agreement") is effective this __ day of November 2021, by and between Cottonwood Residential, Inc. ("Developer") and Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

A. Developer owns approximately 1.76 acres of real property located at or near 1306 East 3300 South in Millcreek, Utah ("Property") and intends to develop the Property with a mixed-use project known as the Hudson.

B. The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for housing units at a density of at least eight housing units to the acre as contemplated in S.B. 1001 2021 Special Session 1 of the Utah State Legislature and as supplemented by R357-42 of the Utah Administrative Rules.

C. The Property is subject to the City Center Overlay Zone (CCOZ) Millcreek Code of ordinances 19.73.010 et seq. Millcreek Code of ordinances 19.73.010 provides among other things that the purpose and intent of the zone "is to supplement and modify the standards of the existing commercial and multifamily zones to promote the creation of a walkable mixed-use city center for Millcreek … to facilitate development that promotes quality growth, fosters harmonious development and outstanding design, increases property values, and creates new retail, residential, and other commercial opportunities."

D. Millcreek Code of ordinances 19.73.030C provides among other things that "[u]pon payment of required fees, the initial application, composed of the concept plan information as described above and the conceptual development agreement, if required

by the city, shall be reviewed by staff and discussed with the applicant in an internal pre-development review meeting."

E. The Parties agree because of the project's significant massing and desired density and needs to increase Millcreek's housing stock that a development agreement is required for development of the Hudson.

F. Developer hereby represents to the Millcreek Council that it is voluntarily entering into this Agreement.

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

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

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

1. **Affected Property**. The Property contained within the Project boundaries is inclusive of parcels 16294770140000, 16283510480000, 16283510490000, 16283510520000 and is more particularly described in attached exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

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

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

4. **Minimum Density Requirements**. To assist the City in increasing its housing stock goals, the Project shall be developed and constructed with a minimum density of at least eight housing units per acre.

5. **Housing Affordability Provision**. With the average home value in the Project's zip code of 84106 being $578,796, the City recognizes the Hudson as significantly adding to affordable housing in the area. By participating in this agreement, and in the event Millcreek receives a grant through S.B. 1001 2021 Special Session 1 of the Utah State Legislature and as supplemented by R357-42 of the Utah Administrative Rules related to this project, the City will share with the Developer $430,000. This share is conditional on the final project to include at least a combined total of 100 studio and one-bedroom units.

6. **Support of Millcreek Common.** Because the Hudson is immediately adjacent to Millcreek Common on the north and is also within the City Center Overlay Zone, the open space requirements for the Hudson have been reduced from 23,000 sf of open space to 15,333 sf. The Hudson is fully located within the Millcreek Center Community Reinvestment Area and it is intended that property tax increment from the Project will be redirected into the construction costs of Millcreek Common.

7. **Improve Connectivity with Millcreek Common**. To better connect the residents and retail customers of the Hudson to Millcreek Common, the Developer is required to install pedestrian safety enhancements for the intersection of 3300 South 1300 East. Such enhancements are to improve the aesthetics and pedestrian experience on all four crosswalks of that intersection. Developer plans for these enhancements must be approved by the city Planning Director before installation. The City will reimburse Developer in full for these improvements up to $85,000.00 once they are installed.

8. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns

of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

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

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

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

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

TO DEVELOPER: _____
_____
_____

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

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

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

Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

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

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

16. **Term of Agreement.** The term of this Agreement shall be until June 30, 2028 and shall automatically expire on such date.

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

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

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

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

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

Millcreek

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

DEVELOPER

By: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Jeff Silvestrini and Elyse Sullivan as the Mayor and the City Recorder, respectively, of Millcreek, a Utah municipality.

_____
Notary Public

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

The foregoing instrument was acknowledged before me this ___ day of _____ 2021 by _____.

_____
Notary Public

Exhibit A
(attached legal description)

MILLCREEK, UTAH
ORDINANCE NO. 21-47

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A REDEVELOPMENT / DEVELOPMENT AGREEMENT WITH THE BOYER COMPANY WITH RESPECT TO APPROXIMATELY 1.83 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1350 EAST MILLER AVENUE

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on November 8, 2021, to consider, among other things, an ordinance approving a redevelopment / development agreement with the Boyer Company with respect to approximately 1.83 acres of real property located at approximately 1350 East Miller Avenue; and

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

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

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

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

PASSED AND APPROVED by the Council this 8th day of November, 2021.

M**ILLCREEK**

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 21-47: APPROVING A REDEVELOPMENT / DEVELOPMENT AGREEMENT WITH THE BOYER COMPANY WITH RESPECT TO APPROXIMATELY 1.83 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1350 EAST MILLER AVENUE
was passed and adopted the 8th day of November 2021 and certifies that copies of the foregoing Ordinance 21-47 were posted in the following locations within the municipality this ____ day of November, 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

When recorded, return to:

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

REDEVELOPMENT/DEVELOPMENT AGREEMENT

This Redevelopment/Development Agreement (this "Agreement") is effective this __ day of November 2021, by and between the Boyer Company. -("Developer") and Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

A. Developer owns approximately 1.83 acres of real property located at approximately 1350 East Miller Avenue in Millcreek, Utah ("Property") and intends to develop the Property with a mixed-use project known as Millcreek Flats.

B. The Parties desire that the Property be developed in a unified and consistent fashion and establish minimum standards for housing units at a density of at least eight housing units to the acre as contemplated in S.B. 1001 2021 Special Session 1 of the Utah State Legislature and as supplemented by R357-42 of the Utah Administrative Rules.

C. The Property is subject to the City Center Overlay Zone (CCOZ) Millcreek Code of ordinances 19.73.010 et seq. Millcreek Code of ordinances 19.73.010 provides among other things that the purpose and intent of the zone "is to supplement and modify the standards of the existing commercial and multifamily zones to promote the creation of a walkable mixed-use city center for Millcreek … to facilitate development that promotes quality growth, fosters harmonious development and outstanding design, increases property values, and creates new retail, residential, and other commercial opportunities."

D. Millcreek Code of ordinances 19.73.030C provides among other things that "[u]pon payment of required fees, the initial application, composed of the concept plan information as described above and the conceptual development agreement, if required

by the city, shall be reviewed by staff and discussed with the applicant in an internal pre-development review meeting."

E. The Parties agree because of the project's significant massing and desired density and needs to increase Millcreek's housing stock that a development agreement is required for development of Millcreek Flats.

F. Developer hereby represents to the Millcreek Council that it is voluntarily entering into this Agreement.

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

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

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

1. **Affected Property**. The Property contained within the Project boundaries is inclusive of parcels 16294290120000, 16283020010000, 16283020020000, 16294290050000, and 16294290060000 and is more particularly described in attached exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

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

intended to and does not bind the Millcreek Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

4. **Minimum Density Requirements**. To assist the City in increasing its housing stock goals, the Project shall be developed and constructed with a minimum density of at least eight housing units per acre.

5. **Housing Affordability Provision**. With the average home value in the Project's zip code of 84106 being $578,796, the City recognizes Millcreek Flats as significantly adding to affordable housing in the area and therefore requires the final project to include at least a combined total of 100 studio and one-bedroom units.

6. **Support of Millcreek Common.** Millcreek Flats is fully located within the Woodland Avenue Community Reinvestment Area and it is intended that property tax increment from the Project will be redirected into the construction costs of Millcreek Common.

7. **Improve Enhancements of Millcreek Common**. To better enhance the connection of Millcreek Flats to Millcreek Common, the Developer is required to install a water feature engaging the public plaza (waterfall, fountain, etc.). Developer plans for these enhancements must be approved by the city Planning Director before installation. The City will reimburse Developer in full for these improvements up to $85,000.00 once they are installed.

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

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

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

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

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

TO DEVELOPER: _____
_____
_____

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

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

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

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

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

16. **Term of Agreement.** The term of this Agreement shall be until June 30, 2028 and shall automatically expire on such date.

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

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

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

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

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

Millcreek

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

DEVELOPER

By: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Jeff Silvestrini and Elyse Sullivan as the Mayor and the City Recorder, respectively, of Millcreek, a Utah municipality.

_____
Notary Public

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

The foregoing instrument was acknowledged before me this ___ day of _____ 2021 by _____.

_____
Notary Public

Exhibit A
(attached legal description)

MILLCREEK, UTAH
ORDINANCE NO. 21-48

AN ORDINANCE AMENDING THE MILLCREEK CITY CENTER MASTER PLAN AND TITLE 19 OF THE MILLCREEK CODE OF ORDINANCES WITH RESPECT TO DIGITAL DISTRICT SIGNS

WHEREAS, the Millcreek Council ("Council") met in regular session on November 8, 2021 to consider among other things, approving an ordinance amending the City Center Master Plan and Title 19 of the Millcreek Code of Ordinances with respect to digital district signs; and

WHEREAS, the Council adopted the Millcreek Together General Plan in June, 2019; and

WHEREAS, Utah Code Ann. § 10-9a-404 provides in part that the Council may make amendments to an adopted general plan; and

WHEREAS, Utah Code Ann. § 10-9a-404 also provides that the Council may not make any amendment to its general plan unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-9a-503 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-9a-204 in preparing and adopting an amendment to a general plan; and

WHEREAS, Utah Code Ann. § 10-9a-404 provides planning commission shall provide notice as required by Subsection 10-9a-204(1)(a) and hold a public hearing on the proposed general plan amendment; and

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

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

WHEREAS, City staff, City consultants, and other persons have recommended that the Council revise the Zoning Ordinance with respect to digital district signs; and

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

WHEREAS, on September 8, 2021, the required notice was published; and

WHEREAS, on September 15, 2021, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on September 15, 2021 the planning commission held the required public hearing with respect to amending the Millcreek City Center Master Plan and various sections of Title 19 of the Millcreek Code of Ordinances with respect to digital district signs; and

WHEREAS, at the September 15, 2021 planning commission meeting the Millcreek Planning Commission voted to continue this matter to a subsequent meeting for further consideration; and

WHEREAS, at the October 20, 2021 planning commission meeting the Millcreek Planning Commission reconsidered the amendments to various sections of Title 19 of the Millcreek Code of Ordinance and recommended against amending the Millcreek City Center Master Plan various sections of Title 19 of the Millcreek Code of Ordinance with respect to digital district signs; and

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

WHEREAS, on October 21, 2021 the Council caused the required notice to be given; and

WHEREAS, on October 25, 2021 and on November 8, 2021, the Council considered amending various sections of Title 19 of the Millcreek Code of Ordinances; and

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

PASSED AND APPROVED this 8th day of November, 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 21-48: AN ORDINANCE AMENDING THE MILLCREEK CITY CENTER MASTER PLAN AND TITLE 19 OF THE MILLCREEK CODE OF ORDINANCES WITH RESPECT TO DIGITAL DISTRICT SIGNS was passed and adopted the 8th day of November 2021 and certifies that copies of the foregoing Ordinance 21-48 were posted in the following locations within the municipality this ____ day of November, 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

Page 3.5 of the City Center Master Plan is hereby amended as follows:

CITY CENTER GUIDING PRINCIPLES - THE DESIGN OF MILLCREEK'S CITY CENTER SHOULD REPRESENT THE CITY IN WAYS THAT ARE DISTINCTIVE FROM OTHER CITIES AND UNIQUE TO MILLCREEK.

Millcreek should stand out distinctively with a City Center that honors our history and celebrates our character. Gatherings and conversations should be encouraged. Culture and arts should be facilitated. Design for civic functions should be non-commercial and distinct from the surrounding commercial and residential properties. In order to remove a billboard in the City Center that acts as a development impediment, a district sign is encouraged on the Millcreek Common to promote city events and events on the Millcreek Common. That sign may be electronic, and should be incorporated into the design of the public spaces. The City should own the sign as a public amenity, but the district sign can be operated by a third party under an agreement with the City. Other signage ~~Signage~~, site amenities, and architecture should be restrained, lowlight, and traditional but artful. Water and trees should be used to highlight these places, a direct expression of the character of the City. Spaces, walkways and seating should integrate indoor with outdoor environments.

Page 4.23 of the City Center Master Plan is hereby amended as follows:

FUTURE SIGNAGE - DISTRICT AND MONUMENT

District signs that represent Millcreek's characteristic brand and identity should be placed at the edges of each district. This will signal a sense of arrival and a change of environments. These signs should be incorporated into the design of the public spaces, and should be owned by the City as a public amenity. These signs may include a digital element as warranted to promote city events but should have the look and feel of other natural and artistic material elements present throughout the City Center.

Section 19.82.020 is hereby amended as follows:

19.82.020 Definitions

As used in this chapter:

"A-frame sign" means a sign constructed of wood, plastic, or metal, have a solid surface for written advertising with two sides not exceeding 6 square feet on a side attached at the top to allow the sign to stand in an upright position weighted or anchored sufficiently at the bottom to prevent blow overs and to be movable at will.

"Alterations" means a change or rearrangement in the structural parts or design whether by extending on a side, by increasing in area or height, or by relocating or change in position.

"Animated sign" means a sign which induces motion or rotation of any part by mechanical, or artificial means, or subdued color changes. An animated sign is not an EMC sign.

"Animation" means simulated movement created by the display of a series of pictures or images, creating the illusion of movement.

"Awning sign" means a sign designed in awning form that is an illuminated or nonilluminated space frame structure attached to a building or other permanent structure.

"Balloon sign" means a temporary sign attached to real or personal property with the purpose of effect or attraction to an object or site.

"Beacon light" or searchlight means:

Any light with one or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically; or
A fixed or flashing high-intensity light, such as a spotlight, a floodlight, or a strobe light.
"Beacon light" includes searchlights.
"Billboard bank" means an accounting system established by the City to keep track of the number of billboard signs and the square footage of each billboard sign removed pursuant to MKZ Section 19.82.185 of this chapter.

"Billboard credit" means an entry into a billboard owner's billboard bank account that indicates the number of billboard sign locations and the square footage of each billboard sign.

"Billboard owner" means the owner of a billboard in Millcreek.

"Billboard ~~sign~~" means ~~an off-premises advertising sign.~~ a free-standing ground sign with a sign face of at least 128 square feet in area and with a height of at least 30 feet, or a ground sign regulated under the Utah Outdoor Advertising Act or the Municipal Land Use, Development, and Management Act. Billboards are supported by a substantial permanent monopole or bipole support structure. Billboards are typically owned by nongovernmental entities or leased separately from the principal buildings or uses on the property upon which they are located and are larger and/or taller than any sign expressly permitted by this title.

“Blower machine” a fan or mechanism that can move air under pressure. Used to provide air for certain processes.

"Construction/development sign" means a sign located on a lot where construction or proposed development activities are being actively conducted and which is not permanently attached to a structure of the ground.

"Dissolve" means an image transition effect accomplished by varying the image intensity or pattern, where the first image gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the subsequent image.

“District sign” means a ground sign located on City-owned property that is owned and operated by the City, or by a third party entity under an agreement with the City.

"Electronic message center" or "EMC" means a mechanism or device which uses a combination of lights, or lighted or unlighted panels which are controlled electrically with software and electronically to produce words, symbols, pictures or messages which may change within a given panel area.

"Embellishment, cut-out or extension" means an extension of the billboard resulting in increased square footage as part of an artistic design to convey a specific message or advertisement.

"Existing billboard" means a billboard that is either constructed, or for which an application for a land use permit was received and approved by the planning and development services division and state authorities where necessary, prior to May 18, 2004. Billboards that have received prior approval from the City at a particular location must be approved by the state by June 2, 2005. If no state approval is given, the City approval shall expire on said date and the permit shall become null and void.

"Fade" means an image transition effect accomplished by varying the intensity of the image, where the first image gradually reduces intensity to the point of not being legible and the subsequent image gradually increases intensity to the point of legibility.

“Flag” means an item made of cloth or similar material, typically oblong or square, attachable by one edge to a pole or rope and used as the symbol or emblem of a country or institution.

“Feather” sign means a temporary sign independently standing or attached to a structure with a vertical banner.

"Flashing sign" means a sign which has or appears to have motion or rotation of the lighting elements or displays flashing or intermittent light for less than two seconds.

"Flat/wall sign" means a sign erected parallel to and attached to the outside wall of a building and extending not more than twenty-four inches from such wall with messages or copy on the face side only.

"Footcandle" means the English unit of measurement for illuminance, which is equal to one lumen, incident upon an area of one foot.

"Ground/pole sign" means a sign supported by a fixed permanent frame/pole support in the ground.

“Iconic sign” means a sign having significant historical character and that has acted as a landmark in the City and specifically included in the iconic sign section of this chapter.

"Illuminance" means the photometric quantity most closely associated with the perception of brightness and a measurement of the intensity of light falling on a surface at a given distance from the light source.

"Illuminated sign" means a sign which has characters, letters, figures, designs or outlines illuminated by internal electric lights or luminous tubes.

"Image" means the display of text, numbers or the likeness of an object or living thing of any type on an EMC.

"Image display duration" means the period of time that an image remains static.

"Image transition duration" means the period of time in which one image changes to another on an electronic message center.

“Inflatable” is an object or sign that is filled with air before use.

"Interior sign" means a sign located within a building so as to be primarily visible only from within the building in which the sign is located.

"Mobile sign" means a sign mounted on trailer or frame, lighted or unlighted, which is not permanently attached to a structure or the ground.

"Monument sign" means a low-profile sign which is incorporated into the landscape or architectural design scheme where the sign is located.

"Nameplate sign" means a sign indicating the name and/or occupation of a person legally occupying the premises or indicating a legal home occupation thereon.

"Nonconforming billboard" means an existing billboard that is located in a zoning district or otherwise situated in a way that is not permitted by the provisions of this chapter.

"Nonconforming sign or sign structure" means a sign or sign structure or portion thereof lawfully existing at the effective date of this chapter or any amendment hereto has been maintained continuously, and because of one or more subsequent changes to this chapter does not conform to regulations that now govern the sign.

~~"Off-premises sign" means a sign directing attention to a use, product, commodity or service not related to the premises upon which the sign is located.~~

~~"On-premises sign" means a sign directing attention to a use conducted, product or commodity sold, service performed or business name upon the premises on which it is located.~~

“Pan Channel letters” are custom-made metal or plastic letters commonly used in exterior, and often internally illuminated.

"Pedestal sign" means a temporary and/or movable sign supported by a column(s) and a base so as to allow the sign to stand in an upright position.

"Projecting/blade sign" means a sign attached to a building or canopy and extending in whole or

part more than twenty-four inches beyond any wall of the building or canopy.

"Property sign" means a sign located on a property that is being sold or leased or a property that does not offer public access.

"Roof sign" means an on premises sign which is erected and attached partly or wholly on the roof of the building.

"Scintillate" or "scintillating" means light flashes, light sparkling, light starbursts, light twinkling, light pulsating or any other image transition effect or animation in which an image instantly and repeatedly changes for the purpose of attracting attention.

“Searchlight” a powerful outdoor electric light with a concentrated beam that can be turned in the required direction.

"Service sign" means a sign that is incidental to a use lawfully occupying the property upon which the sign is located and which sign is necessary to provide information to the public, such as direction to parking lots, location of restrooms, entrance and exits, etc.

"Sign" means and includes every advertising message, announcement, declaration, demonstration, display, illustration, light display, insignia surface or space erected or maintained in view of the observer thereof for identification, advertisement or promotion of the interests of any person, entity, product or service. "Sign" also includes the sign structure supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers.

"Sign area" means the area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a back-to-back or double-faced sign shall be computed when signs are parallel or diverge from a common edge by an angle of not more than forty-five degrees. In relation to signs that do not have a frame or a separate background, sign area shall be computed on the basis of the least rectilinear line with a maximum of eight sides, triangle or circle large enough to frame the display. Sign areas in the shape of a sphere, prism, cylinder, cone, pyramid, square or other such shapes shall be computed as one-half of the total surface area.

"Sign maintenance" means that signs shall be maintained in a safe, presentable and good condition, including the replacement of defective parts, repainting, rust removal, replacement or removal of empty frames, cleaning and other acts required for the maintenance of the sign. Good condition means signs shall not display rust, peeling paint, broken parts, discoloration, bent metal including frames, and empty or broken panels.

"Sign setback" means the minimum distance that any portion of a sign or sign structure shall be from any street right-of-way line.

"Sign structure" means anything constructed or erected supporting a sign which requires location on or below the ground or attached to something having location on or below the ground.

"Snipe sign" means a sign which is attached to a public utility pole, light fixture poles, canopy supports, or the supports for another sign.

"Static" means no motion of any type or form.

“Streamers/Pennants” Decorations made from paper, cloth, canvas, light fabric, plastic, or other light materials used for decoration on a property or building.

"Temporary sign," means a sign constructed of paper, cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without frames and is restricted to section 19.82.140 of this title.

“Temporary window sign” means a temporary sign located on or within the window of a building and is restricted to MKZ section 19.82.140 of this title.

"Time and temperature device" means any mechanism that displays the time and/or temperature but does not display any commercial advertising or identification.

"Video" means simulated movement created by the display of a series of images creating the illusion of continuous movement.

"Window sign" means a sign attached and located on a window so as to be visible from outside the building through a window or door.

“Yard sign” means a temporary sign placed upon or supported by the ground independently of any other sign on the property.

19.82.030 Interpretation

A. Properties divided by public streets are not adjacent.

B. The sign requirements contained in this chapter are declared to be the maximum allowable.

C. Sign types not specifically allowed as set forth within this chapter shall be prohibited.

D. Notwithstanding ordinances for signs located on public property, where ~~Where~~ other ordinances are in conflict with the provisions of this chapter, the most restrictive ordinance shall apply.

E. In matters of interpretation, the provisions of this ordinance shall be interpreted by the Zoning Administrator or designee.

19.82.040 Conformity Required

A. Except as provided in this title, a sign shall not be erected, raised, moved, placed, reconstructed, extended, enlarged or altered, unless in conformity with the regulations

specified in this chapter. Sign alterations (see section 19.82.200) that are in excess of 25% of the total sign face square footage shall require conformance to this title. Signs not expressly listed are not allowed.

B. Other chapters of the zoning ordinance may have a reduced list of applicable signs. Notwithstanding signs located on public property, other ~~Other~~ chapter sign types shall be utilized over the listed types found in this chapter.

Section 19.82.135 is amended as follows:

Table 19.82.135 ELECTRONIC MESSAGE CENTER, ALLOWED SIGN TYPES, AND ALLOWABLE SIZES BY ZONE

ZONE	ALLOWED SIGN TYPES	PERMITTED USE, PERMITTED WITH CONDITIONS	ALLOWABLE EMC SIZE AS A PERCENTAGE OF TOTAL ALLOWABLE SIGN SIZE per table 19.82.190 [1]
MD	Monument	Permitted	50%
C-2	Monument	Permitted	50%
	Ground	May not be located within 100' of an R-1, R-2, R-4, or R-M zone	50%
C-3	Monument	Permitted	70%
	Ground	May not be located within 100' of an R-1, R-2, R-4, or R-M zone	50%
M	Monument	Permitted	70%
	Ground	May not be located within 100' of an R-1, R-2, R-4, or R-M zone	50%
CCOZ	District	Permitted	100%
All other zones	None	NA	NA

19.82.190 ~~On-Premises~~ Signs Allowed In Zoning Districts

A.

Table 19.82.190
SIGNS ALLOWED, BY ZONES

ZONE	SIGN TYPE	SIZE	HEIGHT	LOCATION AND NUMBER OF SIGNS	OTHER
(1) All zones	Construction/ development	32 sq. ft. plus 1 sq. ft. for each 10 ft. of frontage over 30 to a maximum of 64 sq. ft. per development	12 ft. max.	On private property and a minimum of 5' from the public ROW. One per frontage	Sign must be removed 6 months from final building or conditional use inspection that allows occupancy or when 100% of the facilities are occupied, whichever occurs first. No illumination allowed
		Signs for subdivisions of 5 lots or more located on the development may be 32 sq. ft. plus 1 sq. ft. for each lot over 5 to a maximum of 64 sq. ft. per sign	12 ft. max.	On private property and a minimum of 5' from the public ROW. One per development	Sign must be removed 6 months from final building or conditional use inspection that allows occupancy or when 100% of the facilities are occupied, whichever occurs first. No illumination allowed

		Construction signs for multifamily developments of more than 20 units and not located on the development shall not exceed a maximum of 10 ft. vertical and 20 ft. horizontal	12 ft. max.	On private property	All signs must be approved by the planning commission for a period not to exceed one year. Approval may be renewed by the planning commission
	Nameplate	3 sq. ft. maximum per use		Attached to main structure. One per residential unit or business	Backlit only
	Property	6 sq. ft. maximum	4 ft. max.	On private property and a minimum of 5' from the public ROW. Two per development, per frontage.	
	Service	6 sq. ft. maximum	3 ft. when free-standing	On private property and a minimum of 5' from the public ROW. Two per development, per frontage.	Only allowed for non-residential uses. No illumination allowed
	Monument for certain uses (see other zones for specific	One per lot, 32 sq. ft. plus 1 sq. ft. for every 10 ft.	6 ft. max.	On private property and set back 5 ft. from	One sign per street frontage and landscaped

	requirements which supersede these requirements)	of frontage over 30 ft. to a maximum of 64 sq. ft.		property lines	appropriately for the site. Allowed with public or quasi-public buildings or uses, planned unit developments, golf courses, cemeteries, dwelling groups, day care/preschool centers, or other uses permitted in the zone
	Flat/Wall for certain uses (see other zones for specific requirements which supersede these requirements)	5% of a wall area		Attached to a building and one per street frontage	Allowed with public or quasi-public buildings, planned unit developments, golf courses, cemeteries, dwelling groups, or other uses permitted in the zone or as approved in conjunction with a conditional permit approval
Downlit illumination may be built into or attached onto the signs listed above, unless prohibited above.					
SPECIFIC ZONE	SIGN TYPE	SIZE	HEIGHT	LOCATION AND NUMBER OF	OTHER
R-4- 8.5,					

R- M, RMH, MD					
	Flat	15% of a wall area		Attached to a building	Signs that are exposed to dwellings on adjacent properties shall not be illuminated
	Monument	One per lot, 32 sq. ft. plus 1 sq. ft. for every 10 ft. of frontage over 30 to a maximum of 64 sq. ft.	6 ft. max.	Only allowed on private property and setback 5 ft. from property lines	Shall be incorporated into a landscaped accent area. May be illuminated if located on a major arterial street and not directly shining onto a property occupied by a residential use.
C-1	Ground/pole sign	One per lot, 48 sq. ft. plus 1 sq. ft. for each 4 ft. of street frontage over 30, but not to exceed 64 sq. ft.	15 ft. max.	15 ft. setback	Illumination may be built into or attached to signs unless exposed to a dwelling on adjacent property or a residential zone boundary in which case it may be allowed with conditional use approval. No upward illumination is

					allowed.
	Window	12 sq. ft. maximum per use			No illumination allowed
	Flat or wall	15% of a wall area		One per business per street frontage	Illumination may be built into the letters. A flat or wall sign may only be used if an awning sign is not used. No upward illumination is allowed.
	Temporary				See MKZ 19.82.140
	Monument	One per lot, 32 sq. ft. plus 1 sq. ft. for every 4 ft. of frontage over 30 to a maximum of 64 sq. ft.	6 ft. max.	On private property and setback 5 ft. form property lines. One per every 200' of street frontage.	
	Awning	25% of a first floor wall area may be covered with an awning, and 50% of an awning may be covered with graphics	8 ft. min. above the ground and not above bldg. wall	6 ft. maximum projection from bldg. May be on three walls of a building	Attached to building. Primary graphics on face or street side of structure. An awning sign may only be used if a flat or wall sign is not used. Awning signs may not be internally illuminated.

(4) C- 2, C-3	C-2 Ground/pole sign	48 sq. ft. plus 1 sq. ft. for each foot of frontage over 30 on a street to a maximum of 150 sq. ft.	20 ft. max	On private property and a minimum of 10' from the public ROW. One per frontage and located at least 100' from any other pole or monument sign	Illumination may be built into or attached to signs
	Temporary Window	Up to 50% of window may be covered			No illumination allowed
	Flat or wall	20% of a wall area			Illumination may be built into the letters. A flat or wall sign may only be used if an awning sign is not used. No upward illumination is allowed.
	Temporary				See MKZ 19.82.140
	Monument	32 sq. ft. plus 1 sq. ft. for every 4 ft. of frontage over 30 on a street to a maximum of 64 sq. ft.	6 ft. max.	On private property and setback 5 ft. form property lines. 1 sign per 300 ft. frontage or part thereof and located at least 50 ft. from any monument or pole sign.	

	Awning	25% of a first floor wall area may be covered with an awning, and 50% of an awning may be covered with graphics	8 ft. min. above the ground and not above bldg. wall	6 ft. maximum projection from bldg. Must be on private property. May be on three walls of a building	Attached to building. Primary graphics on face or street side of structure. An awning sign may only be used if a flat or wall sign is not used. Shall not be internally illuminated.
	Projecting/Blade sign	One per entrance along frontage and a total of 12 square feet	A minimum of 10 ft. above the ground	6 ft. maximum projection from bldg.	Attached to building. Primary graphics on face or street side of structure. No illumination.
CCOZ	District	288 sf	26.5 feet	Only one district sign is allowed within the CCOZ	Must be located on City Property.
	Monument	Subject to base zone requirements	Subject to base zone requirements	Subject to base zone requirements	
	Flat or Wall	Subject to base zone requirements	Subject to base zone requirements	Subject to base zone requirements	Internally illuminated flat or wall signs are prohibited.
	Projecting/Blade	Subject to base zone requirements	8 foot minimum above the ground	Subject to base zone requirements	Projecting or Blade Signs along the Millcreek Common are limited to 42 inches in width.
	Monument	32 sq. ft. plus 1 sq. ft. for every 4 ft. of	6 ft. max.	5 ft minimum setback and	

		frontage over 30 on a street to a maximum of 64 sq. ft.		1 sign per 300 ft. frontage or part thereof	
	Awning	25% of a wall area may be covered with an awning, and 50% of an awning may be covered with graphics	8 ft. min. above the ground 0 ft. above bldg. wall	4 ft. maximum projection from bldg. May be on three walls of a building	Attached to building. Primary graphics on face or street side of structure. An awning sign may only be used if a flat or wall sign is not used
(6) F-R,F-M	Monument				Monument signs only as per the C-1 zone

B. Signs relating to a product no longer available for purchase, or to a business which has closed or moved, shall be removed or the advertising copy removed within thirty days of such unavailability. Empty signs frames shall either be replaced with new signs for an active business or removed within 6 months from the time the sign area becomes vacant.

C. Design: All signs shall use materials that reflect the adjacent building. All single pole signs where the pole is over 15' in height shall include pole covers and a sign base. All double pole signs over 10 feet in height shall use pole covers and base. Monument signs shall include a base of 25% or more of the sign's height with materials and colors reflecting the adjacent building.

D. Pan channel lettering for flat/wall signs is encouraged and shall be permitted to exceed the maximum allotted area for the zone an additional 5%.

MILLCREEK, UTAH
ORDINANCE NO. 21-49

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A BILLBOARD EXCHANGE AND OPERATING AGREEMENT WITH REAGAN OUTDOOR ADVERTISING WITH RESPECT TO ONE BILLBOARD LOCATED AT 1333 EAST 3300 SOUTH

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on November 8, 2021, to consider, among other things, an ordinance approving a billboard exchange and operating agreement with Reagan Outdoor Advertising with respect to one billboard located at 1333 East 3300 South; and

WHEREAS, staff has presented to the Council a billboard exchange and operating agreement with Reagan Outdoor Advertising with respect to one billboard located at 1333 East 3300 South ("Agreement") a copy of which is attached hereto; and

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

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

PASSED AND APPROVED by the Council this 8th day of November, 2021.

M**ILLCREEK**

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 21-49: APPROVING A BILLBOARD EXCHANGE AND OPERATING AGREEMENT WITH REAGAN OUTDOOR ADVERTISING WITH RESPECT TO ONE BILLBOARD LOCATED AT 1333 EAST 3300 SOUTH
was passed and adopted the 8th day of November 2021 and certifies that copies of the foregoing Ordinance 21-49 were posted in the following locations within the municipality this ____ day of November, 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

BILLBOARD EXCHANGE AND OPERATING AGREEMENT

This **BILLBOARD EXCHANGE AND OPERATING AGREEMENT** (this "Agreement") is executed as of the date(s) set forth below but shall be effective as of the date this Agreement is ratified and approved by resolution/ordinance of the Millcreek City Council (the "Effective Date"), by and between **MILLCREEK**, a Utah municipal corporation (herein, "Millcreek"), and **REAGAN OUTDOOR ADVERTISING** (herein, "Reagan"). Millcreek and the Reagan are referred to collectively herein as the "Parties."

Recitals

WHEREAS, Reagan is the owner of a billboard sign structure located at approximately 1333 East 3300 South (the "1333 East Sign"), which is more fully described on Exhibit "A."

WHEREAS, Reagan has certain vested rights to lease, maintain and operate the 1333 East Sign, and pursuant to that certain right of first refusal, as set forth in a lease dated September 10, 2002 by and between Truman Rigby (Lessor) and R.O.A. General, Inc., dba Reagan Outdoor Advertising (Lessee) as disclosed by that certain Notice of Claim of Interest recorded February 14, 2006 as Entry No. 9637378 in Book 9255 at Page 2564 and amended March 28, 2019 as Entry No. 12957722 in Book 10764 at Page 5790 to purchase, the real property where the 1333 East Sign is located ("Right of First Refusal").

WHEREAS, on or about January 21, 2021, Millcreek purchased the real property at 1333 East 3300 South, subject to the Right of First Refusal.

WHEREAS, Millcreek proposes that Reagan surrender and remove the 1333 East Sign and release the Right of First Refusal, and construct, operate, and maintain one digital billboard sign structure that has two faces (the "New 3300 South Sign") as provided herein.

WHEREAS, Utah Code Ann. § 10-9a-512 restricts the ability of a municipality to terminate a billboard and associated rights and requires the voluntary consent of the billboard owner if the termination is through agreement and/or exchange.

WHEREAS, by this Agreement, Millcreek and Reagan desire to set forth the terms and conditions of Millcreek's termination of Reagan's vested billboard and associated rights in the 1333 East Sign.

Agreement

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

1. Term of Agreement. Unless terminated earlier as provided in this Agreement, this Agreement shall continue in full force and effect for as long as any obligation is owed to a Party by the other Party pursuant to the terms of this Agreement.

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2. Removal of the 1333 East Sign. Reagan shall remove, at its own expense, the 1333 East Sign within thirty (30) days after the Effective Date.

3. Location of the New 3300 South Sign; Reagan's Right to Construct. Millcreek represents and warrants to Reagan that Millcreek owns the real property on which the New 3300 South Sign shall be constructed, operated, and maintained pursuant to this Agreement and the real property where the New 3300 South Sign is to be located is not subject to any right of purchase, option, lease, or other right in favor of any third party. Millcreek grants Reagan the exclusive right to construct, operate, and maintain the New 3300 South Sign in the location identified in Exhibit "B" subject to the terms and conditions of this Agreement. The term of this grant shall be forty (40) years from the date the New 3300 South Sign begins operation. As material consideration for Millcreek granting Reagan the exclusive right to construct, operate, and maintain the New 3300 South Sign in the location identified in Exhibit "B" , Reagan shall pay Millcreek a one-time payment of forty ($40) dollars due within thirty (30) days after the Effective Date, and Millcreek shall be entitled to use the advertising space on the New 3300 South Sign in accordance with the terms and conditions specified below in paragraph 5 of this Agreement. Although Millcreek's proposal that Reagan surrender and remove the 1235 East Sign and the 3155 South Signs and, in exchange, construct, operate, and maintain the New 1300 East Sign and the New Highland Drive Sign has been withdrawn, Millcreek grants Reagan the exclusive right to construct, operate, and maintain a billboard on the 3205 South 1300 East property and the 3205 South Highland Drive property if and in the event Millcreek approves a zoning change and billboard exchange agreement with respect to such respective property for outdoor advertising use.

4. Construction Specifications. The New 3300 South Sign will be constructed and installed pursuant to the following terms and conditions:

(a) Reagan may commence construction on the New 3300 South Sign any time after the Effective Date upon obtaining a demolition permit for the 1333 East Sign, removal of the 1333 East Sign, and obtaining a building permit for the New 3300 South Sign. Millcreek agrees that the specifications for the New 3300 South Sign as set forth in this Agreement are in conformity with Millcreek's revised zoning ordinances requirements, and provided Reagan submits the requisite and complete application and supporting documents, Millcreek will approve and issue the building permit for the New 3300 South Sign within fourteen days of receipt of the completed requisite application and supporting documents.

(b) Reagan shall bear the cost of construction and installation of the New 3300 South Sign, except that Millcreek is responsible for all costs associated with initial installation of electrical service to the New 3300 South Sign. In addition, Millcreek shall waive all permitting fee relating to the demolition of the 1333 East Sign and the construction of the New

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3330 South Sign.

(c) The New 3300 South Sign will be constructed substantially as depicted in Exhibit "C."

(d) The height of the New 3300 South Sign shall not exceed 26'6."

(e) The dimensions of the digital sign face of the New 3300 South Sign shall not exceed 12' x 24.'

(f) The SITELINE ™ or displays with comparable or superior technology shall be included in the initial installation of any successive iterations or replacements of the New 3300 South Sign shall include physical light-blocking louvers to provide for vertical light-protections and horizontal light-protected areas beyond 38 degrees of site broadcast. The New 3300 South Sign will also use down-angled LED diodes for the control of blue wavelength light. When digital screens are replaced as needed, then current technology in controlling light pollution and periphery protection shall be utilized.

(g) Reagan will be permitted to place an imprint on both sides of the New 3300 South Sign stating the signs are sponsored by Reagan Outdoor Advertising. Such signage must be in compliance with state outdoor advertising laws and approved by the Millcreek Planning Director. The Millcreek Planning Director's approval will not be unreasonably withheld

5. Operation and Maintenance of the New 3300 South Sign. Millcreek grants Reagan the exclusive right to, and Reagan shall operate and maintain the New 3300 South Sign pursuant to the following terms and conditions:

(a) Reagan is responsible for the maintenance and utility costs of the New 3300 South Sign for the duration of this Agreement and will maintain the New 3300 South Sign in a good, safe, clean, and attractive condition. Millcreek grants and shall not prevent Reagan from accessing the New 3300 South Sign for construction, operation, maintenance, and removal of the digital screens.

(b) Millcreek represents and warrants to Reagan that the New 3300 South Sign will be visible and that no obstruction of the sign so as to lessen the sign's advertising value within Millcreek's reasonable control will be permitted or allowed.

(c) Millcreek will provide Reagan with their artwork/copy at least three full business days in advance of Millcreek's desired postdate for such artwork/copy.

(d) During each eighty second rotation, Millcreek will have four out of

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every ten digital turns (of eight seconds each) on each digital sign face to display Millcreek public service announcements. The Parties will cooperate to allow some of Millcreek's turns to run consecutively, when possible.

(e) Millcreek will be prohibited from selling, assigning, sublicensing, or otherwise transferring to any third party its turns and any other rights to display content on the New 3300 South Sign to third parties and will refer interested potential advertisers to Reagan's sales office. Licensed Millcreek businesses shall receive a 10% discount on advertising on the New 3300 South Sign for an initial period of thirty-six (36) months from the date the sign commences operation. Reagan may extend the initial period at its sole discretion.

(f) Reagan will have six out of every ten, eight second turns, throughout each eighty second rotation, on each face. Reagan agrees not to advertise political candidates or political issue ads as they could imply the endorsement of Millcreek, specific brands of alcohol or any sexually oriented businesses a as defined in Utah Code Ann. §17-50-331 (1)(f) or its successor or sexually oriented products in its broadest terms, businesses, products, or images that would be considered as obscene as defined in Utah Code Ann. §32B-1-504 or its successor, businesses, products, or images that shows attire or conduct that is prohibited by Utah Code Ann. §32B-1-504 or its successor, or products that could be harmful to minors, including but not limited to opioids, cannabis, tobacco products, and firearms.

(g) The New 3300 South Sign will be allowed to operate 24 hours per day seven days per week.

(h) The New 3300 South Sign must have brightness reduced to an illuminance level of not more than 0.3 foot candles above ambient light (when measured from a point 170 feet away and perpendicular to the sign) each night from dusk to dawn.

(i) Upon termination of this Agreement, Reagan will remove the digital screens for the New 3300 South Sign, and the sign poles remain the property of Millcreek. For avoidance of doubt, during the lease term for the New 3300 South Sign cabinets and screens shall be Reagan's property.

(j) In the event all or any part of the New 3300 South Sign is condemned or sought to be condemned by UDOT or the State of Utah, Reagan shall be entitled, in its sole discretion, to one or more of the following: a) to contest the condemnation; b) to relocate the New 3300 South Sign on the a part of the 1333 East 3300 South property not acquired; c) to terminate this Agreement with no termination penalty; d) to

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receive compensation for the value of Reagan's interest; and e) to recover from the condemner to the maximum extent otherwise allowable by law. "Condemned" and "condemnation" shall be construed to include any transfer of possession, title or right relating to the New 3300 South Sign in favor of or for the benefit of UDOT or the State of Utah.

6. Release of Billboard Bank Credits. The Parties acknowledge that by removing the 1333 East Sign, Reagan would ordinarily accrue square footage credit in its Millcreek "billboard bank." However, upon completion of construction and commencement of operations of the New 3300 South Sign, (i) Reagan surrenders and waives all rights and claims for billboard square footage credit that would have ordinarily accrued to Reagan's Millcreek billboard bank by removing the 1333 East Sign, and (ii) Reagan surrenders and waives all rights and claims for 924 square footage credits that have accrued to Reagan and that are currently in Reagan's Millcreek billboard bank.

7. Utah Code Ann. § 10-9a-512 Termination and Consent. Upon completion of construction and commencement of operation of the New 3300 South Sign, the 1333 East Sign and Reagan's associated rights in the 1333 East Sign will terminate. Reagan acknowledges and agrees that this termination will be by agreement and/or exchange under Utah Code Ann. § 10-9a-512 and not by eminent domain. Reagan's voluntary consent to Millcreek's termination of the 1333 East Sign and Reagan's associated rights with respect to compensation in the 1333 East Sign is effective only insofar as Reagan is able to construct, operate, and maintain the New 3300 South Sign as contemplated by this Agreement.

8. Release of Right of First Refusal. Upon completion of construction and commencement of operations of the New 3300 South Sign or within 60 days after the Effective Date, whichever occurs first, Reagan will execute and deliver to Millcreek a release or quit claim deed in a form satisfactory to Millcreek to release that certain right of first refusal, as set forth in a lease dated September 10, 2002 by and between Truman Rigby (Lessor) and R.O.A. General, Inc., dba Reagan Outdoor Advertising (Lessee) as disclosed by that certain Notice of Claim of Interest recorded February 14, 2006 as Entry No. 9637378 in Book 9255 at Page 2564 and amended March 28, 2019 as Entry No. 12957722 in Book 10764 at Page 5790.

9. Termination of Agreement. In the event this Agreement becomes effective, Reagan may terminate this Agreement without prior notice upon the occurrence of the following:

(a) Reagan is prevented by Millcreek or judicial order from removing the 1333 East Sign; or

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(b) Reagan is prevented by Millcreek, judicial order, or the results of a referendum from constructing and/or operating the New 3300 South Sign.

(c) In the event Reagan terminates the Agreement pursuant to this section, Millcreek agrees and acknowledges that all of Reagan's rights related to compensation in any way relating to the 1333 East Sign shall remain intact and in full force and effect as if this Agreement had never been entered into, even though Reagan may have removed the 1333 East Sign and released its right of first refusal at the time of such termination. Further, in such event, Millcreek shall recognize Reagan's square footage credits that would have ordinarily accrued as a consequence of removing the 1333 East Sign, and Reagan shall not forfeit its existing 924 square footage credits. If Reagan is prevented by law, or government or military order, or other causes beyond Reagan's control, from operating the New 3300 South Sign, Reagan may terminate this Agreement and remove the digital screens with no further obligation to Millcreek.

10. Indemnity. Millcreek shall indemnify, defend, and hold harmless Reagan from any and all loss, liability, fines, penalties, forfeitures, costs and damages and from any and all claims, demands and actions in law or equity (including attorneys' fees and litigation expenses) (collectively, "Action") by any person or entity, directly or indirectly arising or alleged to have arisen out of or in any way related to challenges to this Agreement or the actions contemplated by this Agreement. Reagan shall have the right to choose, in its sole discretion, legal counsel to represent Reagan in any such Action, provided that such counsel is provided at prevailing rates in the Salt Lake City area.

11. General Provisions.

(a) No Third-Party Beneficiaries. This Agreement shall not confer any rights, remedies, or obligations upon any Person other than the Parties and their respective successors and permitted assigns.

(b) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(c) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns, provided that nothing in this paragraph shall be interpreted to allow Millcreek to sell, assign, sublicense, or otherwise transfer to any third party any right of Millcreek hereunder to display content on the New 3300 South Sign.

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(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) Notices. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Agreement shall be in writing and given by (i) hand delivery, (ii) facsimile or email, (iii) express overnight delivery service or (iv) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) transmission, if delivered by facsimile or email with confirmation of receipt by the recipient thereof, (c) the next business day, if delivered by express overnight delivery service, or (d) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the Parties and addresses (or email addresses or facsimile numbers, as applicable) specified below:

If to the Reagan:

Reagan Outdoor Advertising
Attn: Real Estate Department
1775 North Warm Springs Road
Salt Lake City, UT 84116

If to the Millcreek:

Millcreek
Attn: Mayor
3330 South 1300 East
Millcreek, UT 84106

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah.

(h) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Millcreek and Reagan. No waiver by any Party of any default, misrepresentation, or breach of covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of covenant hereunder or affect in any way

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any rights arising by virtue of any prior or subsequent such occurrence.

(i) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(j) Expenses. Subject to paragraph 10 and paragraph 11(p), Reagan and Millcreek will bear their own costs and expenses (including legal fees and other expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(k) Construction. This Agreement is the result of arms-length negotiations between the Parties, and both Buyer and Seller have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the Parties affirms its/their desire that this Agreement be interpreted in an absolutely neutral fashion, with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

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

(m) Government Records Access and Management Act. Millcreek is subject to the requirements of the Government Records Access and Management Act, Utah Code Ann. §63G-2-101 et seq. ("GRAMA"). All materials submitted by Reagan pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Reagan. Any materials for which Reagan claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting claim of business confidentiality. Millcreek will make reasonable efforts to notify Reagan of any requests made for disclosure of documents submitted under a claim of business confidentiality.

(n) Force Majeure. Each date by which a condition or obligation set forth herein must be satisfied shall be extended by the number of days during which satisfaction of such condition or obligation is necessarily delayed by strikes; pandemic; lockouts; civil strife; war; natural disasters; acts of God; unavailability of materials or supplies; delays by governmental authorities in giving any required approvals (other than

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Millcreek acting in its capacity as a buyer hereunder); or any other events beyond the control of the party required to perform, so long as the party charged with performance in that situation diligently pursues such performance.

(o) Time of Essence. Time is of the essence of this Agreement; provided, however, if the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday, or legal holiday, then the final day of the period or the date of performance shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

(p) Costs of Enforcement. In the event that there is a default under this Agreement, and it becomes reasonably necessary for a Party to employ the services of any attorney or to take any other action, either to enforce or to terminate this Agreement, with or without arbitration, the breaching Party shall pay to the nonbreaching Party the reasonable costs and attorneys' fees incurred by the nonbreaching Party in connection with such enforcement or termination of this Agreement.

(q) Injunctive Relief. Notwithstanding anything to the contrary in this Agreement, Reagan acknowledges that violation of section 5 (e) would cause irreparable harm to Millcreek. Accordingly, Reagan agrees that Millcreek will have the right to obtain an immediate injunction against any breach or threatened breach of section 5 (e) of this Agreement, as well as the right to pursue any and all other rights or remedies available at law or in equity for such breach or other breach of this Agreement, provided Millcreek provides written notice to Reagan of a breach of section 5(e) of this Agreement or other breach of this agreement and allows Reagan two (2) business days to cure such breach.

IN WITNESS WHEREOF, Millcreek by resolution/ordinance a copy of which is attached, and Reagan have executed and delivered this Agreement.

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REAGAN OUTDOOR ADVERTISING:

Date:_____ By:_____
Name:_____
Title:_____

MILLCREEK:

Date:_____ By:_____
Jeff Silvestrini, Mayor

ATTEST:

Date:_____ By:_____
Elyse Sullivan, City Recorder

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EXHIBIT A

1333 East 3300 South (2 faces, 10’5” x 22’8”, total sf 472, height 33.5’)

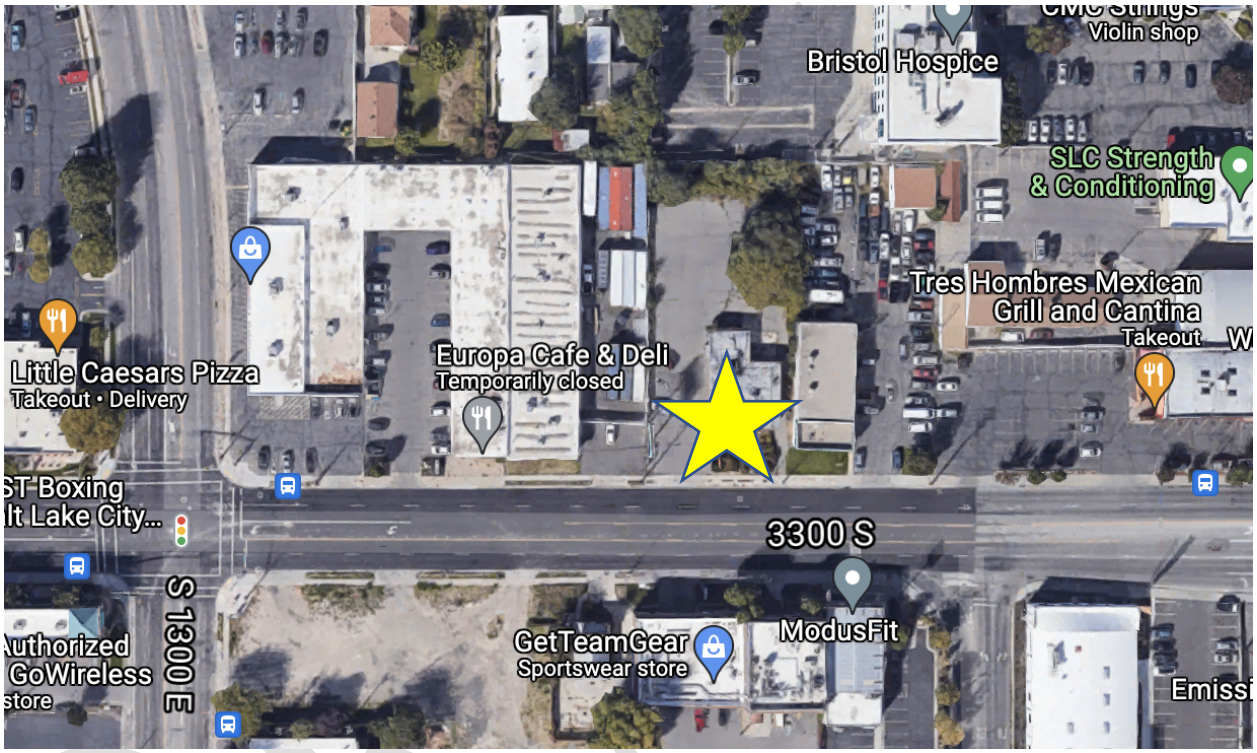


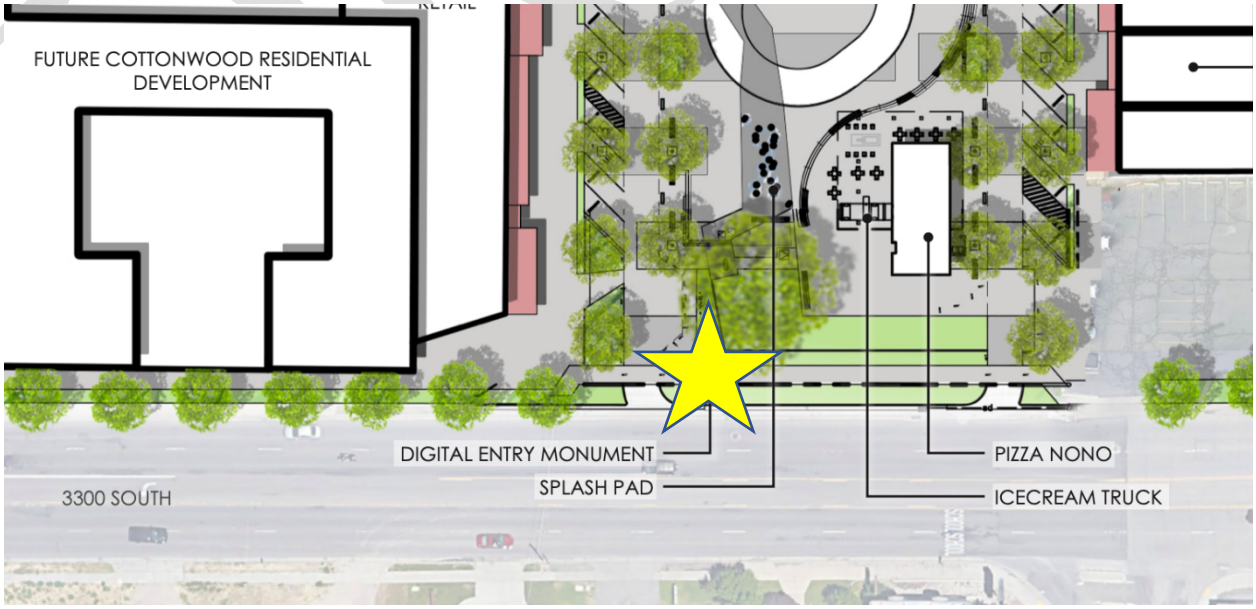


EXHIBIT B

(Location of the New 3300 South Sign)

At 1350 East 3300 South, as part of the southern entry into Millcreek Common.





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EXHIBIT C
(New Sign Illustration)



NOTE: height is the 26’6”.

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MILLCREEK, UTAH
ORDINANCE NO. 21-45

AN ORDINANCE OF MILLCREEK AMENDING THE FLOOD DAMAGE PREVENTION ORDINANCE CHAPTER 17.24 OF THE MILLCREEK CODE OF ORDINANCES

WHEREAS, the Millcreek Council (the "Council") met in regular session on November 8, 2021 to consider among other things, amending the flood damage prevention ordinance chapter 17.24 of the Millcreek Code of Ordinances; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") revised Flood Insurance Study, Salt Lake County, Utah, Unincorporated Areas, the in a scientific and engineering report entitled, "Flood Insurance Study, Salt Lake County, Utah, Unincorporated Areas," dated November 19th, 2021, with accompanying Flood Insurance Rate Maps, Flood Boundary-Floodway Maps, and any revisions thereto, for areas located within the city ("New Map"); and

WHEREAS, the Council was given a 90 Day Notice to adopt the New Map to maintain Federal Flood Insurance; and

WHEREAS, even though the New Map is applicable because it is the "best information available" the Council desires to maintain the resident ability to obtain Federal Flood Insurance and therefore adopt the New Map; and

WHEREAS, after careful consideration the Council has determined that it is in the best interest of the health, safety and welfare of the residents of the City to adopt the New Map and make other technical correct to Chapter 17.24 of the Millcreek Code of Ordinances.

NOW THEREFORE, **BE IT ORDAINED** by the Council that Title 17 Chapter 24 be amended as set forth (designated by interlineating the words to be deleted and underlining the words to be added).

17.24.010 Statutory Authorization, Findings Of Fact, Purpose And Methods

A. STATUTORY AUTHORIZATION
The Legislature of the State of Utah has in Utah Code Unannotated 10-3-701 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Millcreek, Utah, does ordain as follows:

The city of Millcreek elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended). The National Flood Insurance Program (NFIP) is a voluntary program administered by the Federal Emergency Management Agency (FEMA), a component of the U.S. Department of Homeland Security, and _Millcreek's community officials have elected to join the program, participate, and enforce this Flood Damage Prevention Ordinance and the requirements and regulations of the NFIP. The NFIP, established in the aforesaid act, provides that areas of Millcreek having a special flood hazard be identified by FEMA, and that floodplain management measures be applied in such flood hazard areas.

Furthermore, Millcreek may elect to administer the Flood Damage Prevention Ordinance to areas not identified as Special Flood Hazard Areas (SFHAs) by FEMA on the community's effective Flood Insurance Rate Map (FIRM), if the community has documentation to support that there is an inherent risk of flooding in such areas.

B. FINDINGS OF FACT

1. The flood hazard areas of Millcreek are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
2. These flood ~~loses~~ losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

C. STATEMENT OF PURPOSE. It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
7. Insure that potential buyers are notified that property is in a flood area.

D. METHODS OF REDUCING FLOOD LOSSES

1. In order to accomplish its purposes. this ordinance uses the following methods:
2. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
3. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
4. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
5. Control filling, grading, dredging and other development which may increase flood damage;
6. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

17.24.020 Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"ALLUVIAL FAN FLOODING" means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths. This type of flooding may be designated by an AO Zone (see definition of "AREA OF SHALLOW FLOODING").

"BASE FLOOD ELEVATION" (BFE) is the water surface elevation of the 1-percent-annual-chance flood event. It is the height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.

"FREEBOARD" means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

"SECTION 60.1-60.8" is a reference to the Code of Federal Regulations (CFR) Title 44 Chapter I. FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY; Subpart A. Requirements for Flood Plain Management Regulations.

17.24.030 General Provisions

A. LANDS TO WHICH THIS ORDINANCE APPLIES. The ordinance shall apply to all areas of special flood hazard within the jurisdiction of Millcreek.
B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD. The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "Flood Insurance Study, Salt Lake County, Utah, and ~~Unicorporated~~ Incorporated Areas," ~~December 18, 1985~~, November 19, 2021, with accompanying Flood Insurance Rate Maps, Flood Boundary-Floodway Maps, and any revisions thereto, for areas located within the city.
C. ESTABLISHMENT OF DEVELOPMENT PERMIT. A Development Permit shall be required to ensure conformance with the provisions of this ordinance.
D. COMPLIANCE No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

E. ABROGATION AND GREATER RESTRICTIONS. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

F. INTERPRETATION. In the interpretation and application of this ordinance, all provisions shall be:
   1. considered as minimum requirements;
   2. liberally construed in favor of the governing body; and
   3. deemed neither to limit nor repeal any other powers granted under State statutes.

G. WARNING AND DISCLAIMER OR LIABILITY. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

17.24.040 Administration

A. DESIGNATION OF THE FLOOD PLAIN ADMINISTRATOR. The City Engineer or Designee is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

2. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

3. Review, approve or deny all applications for development permits required by adoption of this ordinance.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example. where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

6. Notify, in riverine situations. adjacent communities and the State Coordinating Agency which is Utah Department of Public Safety, Office of Emergency Services, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. When base flood elevation data has not been provided in accordance with MKC 17.24.030B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of MKC 17.24.050.

9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones Al-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones Al-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

A. PERMIT PROCEDURES. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

3. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of MKC 17.24.050 B(2);

4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

5. Maintain a record of all such information in accordance with Section B(1).

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;

2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

3. The danger that materials may be swept onto other lands to the injury of others;

4. The compatibility of the proposed use with existing and anticipated development;

5. The safety of access to the property in times of flood for ordinary and emergency vehicles;

6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

8. The necessity to the facility of a waterfront location, where applicable;

9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

10. The relationship of the proposed use to the comprehensive plan for that area.

K. VARIANCE PROCEDURES

1. The Appeal Authority created pursuant to chapter 19.05A shall be the Appeal Board. The Appeal Board ~~as established by the community~~ shall hear and render judgement on requests for variances from the requirements of this ordinance.

2. The Appeal Board shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

3. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

7. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (MKC 17.24.010C).

8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:

    a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
    b. Variances shall only be issued upon:

        1. showing a good and sufficient cause;

2. a determination that failure to grant the variance would result in exceptional hardship to the applicant, and

3. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

3. Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

17.24.040 Administration

DESIGNATION OF THE FLOOD PLAIN ADMINISTRATOR. The City Engineer service or Designee is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

17.24.50 Provisions For Flood Hazard Reduction

B. SPECIFIC STANDARDS. In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) MKC 17.24.030 B (ii) MKC 17.24.040 B(8), or (iii) Section C(3), the following provisions are required:

1. Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to ~~or above~~ the base flood elevation, unless a freeboard option is adopted by the City. Millcreek has elected to adopt a freeboard option meaning new construction and substantial improvement shall have the lowest floor (including basement) elevated to the freeboard elevation noted below. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in MKC 17.24.040 C(1)a., is satisfied.

    a. 1 foot of freeboard meaning the lowest floor must be built 1 foot above the BFE. Higher standards for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards.

2. Nonresidential Construction - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to the freeboard elevation (as adopted by Millcreek and noted below) above the base flood level, or together with attendant utility and sanitary facilities, be designed so that below the base flood

level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

a. 1 foot of freeboard meaning the lowest floor must be built 1 foot above the BFE. Higher standards for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards.

D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES). Located within the areas of special flood hazard established in MKC 17.24.030 B, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified). or, the highest adjacent AO zone depth, where no depth number is specified may also be used as interpreted by the Floodplain Administrator. Millcreek has elected to adopt a freeboard standard as noted below:

    a. 1 foot of freeboard. The lowest floor must be built a minimum of 1 foot above the BFE or flood depth as identified on the FIRM. Higher standards for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards.

2. All new construction and substantial improvements of non-residential structures;
    a. have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified) Millcreek has elected to adopt a freeboard standard as noted in (c) below, or;
    b. together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
    c. 1 foot of freeboard. The lowest floor must be built a minimum of 1 foot above the BFE or flood depth as identified on the FIRM. Higher standards

for freeboard (i.e. greater than 1 foot) may also be required subject to the adopted State of Utah Building Codes and other applicable standards.

PASSED **AND APPROVED** this 8th day of November, 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 21-45: AN ORDINANCE OF MILLCREEK AMENDING THE FLOOD DAMAGE PREVENTION ORDINANCE CHAPTER 17.24 OF THE MILLCREEK CODE OF ORDINANCES
was passed and adopted the 8th day of November, 2021 and certifies that copies of the foregoing Ordinance 21-44 were posted in the following locations within the municipality this ____ day of November, 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
RESOLUTION NO. 21-38

A RESOLUTION AUTHORIZING AND APPROVING PROCEEDINGS IN EMINENT DOMAIN AS NECESSARY

WHEREAS, on November 8, 2021, the Millcreek Council (the "*Council*") of Millcreek (the "*City*") met in regular session to consider, among other things, a resolution authorizing and approving proceedings in eminent domain as necessary; and

WHEREAS, Millcreek is a political subdivision of the State of Utah and is authorized to acquire private property for public use through the exercise of eminent domain; and

WHEREAS, Millcreek has determined that it is necessary and in the public interest to undertake the 3300 South 1885 to 1940 East Sidewalk Project, which is part of the Millcreek State SW3 Project to further the transportation and livability goals and objectives of Millcreek; and

WHEREAS, Millcreek has the necessary funding to complete the project and expects to be able to complete the project within a reasonable time after all property necessary for the Project is obtained; and

WHEREAS, the Millcreek has identified the property as more particularly described in the attached Exhibit A (the "Subject Property"), owned by Jager Apartments, LLC, as necessary to the Project and has: i) provided required notifications to the property owner, ii) has had the Subject Property and property interests appraised by independent appraisers, iii) has offered Millcreek's appraised amounts to the property owner; and iv) has offered to engage in mediation and further negotiations through the auspices and with the assistance of the office of the Utah Property Rights Ombudsman; and

WHEREAS, the City has not yet been able to acquire the Subject Property by negotiation and voluntary purchase but is facing construction and other deadlines for commencing and completing the Project.

NOW THEREFORE, BE IT RESOLVED, that the Council resolves, finds, approves and directs as follows:

Section 1. The Municipal Council finds and determines that: i) the Project and uses to which the Subject Property will be put are legitimate public purposes; ii) the acquisition of the Subject Property is necessary for construction of the Project and is authorized by law; and iii) acquisition, construction and use of the Subject Property will commence within a reasonable time.

Section 2. The proposed location of the Project and associated improvements are planned and located in a manner that will be most compatible with the greatest public good and the least private injury.

Section 3. In light of the equities involved and relative damages that may accrue to the parties, occupancy of the Subject Property pursuant to negotiation or by court order may be necessary prior to final acquisition of the Subject Property.

Section 4. Accordingly, the Municipal Council directs City staff and the City's Legal Counsel, on behalf of the City:

1. To continue to negotiate with the property owners, including with and through the offices of the Utah Property Rights Ombudsman, and to continue to use all reasonable efforts in attempts to acquire the Subject Property by negotiation and voluntary purchase;

2. If, however, after use of all such reasonable efforts, a mutually agreeable purchase price cannot be negotiated, and in the event that the Subject Property cannot be timely acquired by negotiation, to initiate formal proceedings in eminent domain in accordance with Utah law and to prepare and prosecute the necessary condemnation in the proper court having jurisdiction thereof as is necessary for acquisition of the Subject Property;

3. If necessary and as dictated by the construction schedules applicable to the Project, to obtain by agreement or by court order permission to take immediate possession and use of the Subject Property for the purposes herein described; and

4. To use the services of outside consultants and legal counsel as necessary to accomplish these directives.

Section 5. This resolution to take effect immediately upon adoption and signature.

PASSED AND APPROVED this 8th day of November, 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

EXHIBIT A

THE BASIS OF BEARING FOR THIS DESCRIPTION IS S 89°08'16"E MEASURED BETWEEN THE FOUND STEEET MONUMENTS AT THE INTRESTECTION OF 3300 SOUTH & 1885 EAST, AND 3300 SOUTH & 2000 EAST. THIS BEARING WAS MEASURED IN UTAH STATE PLANE CENTRAL ZONE, NAD83, US SURVEY FEET

BEGINNING AT A POINT WHICH IS ON THE NORTHEAST CORNER OF THE GRANTORS PARCEL, AND THE SOUTHERN ROW LINE OF 3300 SOUTH, SAID POINT BEING S 89°08'16" E 201.86 FEET, AND S 0°51'44" W 33.00 FEET FROM THE STEEET MONUMENT AT THE INTRESTECTION OF 3300 SOUTH & 1885 EAST, AND RUNNING THENCE ALONG THE EASTERN LINE OF SAID PARCEL S 0°16'44" W 3.35 FEET TO THE BACK OF SIDEWALK; THENCE ALONG SAID THE BACK OF SIDEWALK FOLLOWING THREE (3) COURSES, 1) N 89°12'13" W 57.51 FEET, 2) S 83°46'56" W 16.12 FEET, 3) N 89°05'27"W 44.61 FEET TO THE WESTERN LINE OF SAID PARCEL; THENCE ALONG SAID WESTERN LINE N 0°17'44" E 5.37 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE SOUTHERN ROW LINE OF 3300 SOUTH; THENCE ALONG SAID ROW LINE S 89°08'16" E 118.14 FEET TO THE POINT OF BEGINNING.

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28 TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDAIN

CONTAINING 505.90 OR .0116 ACRES

MILLCREEK, UTAH
RESOLUTION NO. 21-39

A RESOLUTION ADOPTING THE MILLCREEK RECORDS MANAGEMENT PLAN

WHEREAS, the Millcreek Council ("*Council*") met in a regular session on November 8, 2021, to consider, among other things adopting the Millcreek Records Management Plan ("Plan"); and

WHEREAS, the Government Records Access and Management Act in Utah Code 63G-2 and the Public Records Management Act in Utah Code 63A-12 impose obligations to retain and dispose records; and

WHEREAS, Millcreek Code 2.82.140 requires the management and coordination of access of records; and

WHEREAS, a records committee consisting of two record custodians from each city department have collaborated on the Plan and shall uphold and carry out the intent of the Plan; and

WHEREAS, the Plan fulfills legal obligations and identifies all of Millcreek's records, their location of storage, and retention for efficient records management and establishes policies for all employees to perform those functions; and

WHEREAS, the Plan should be reviewed annually by the records committee and updated every time a change is made that affects the Plan by the City's Recorder; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Millcreek to adopt the Plan.

NOW, THEREFORE, BE IT RESOLVED by the Council that the Millcreek Records Management Plan is hereby adopted.

PASSED AND APPROVED this 8th day of November, 2021.

MILLCREEK

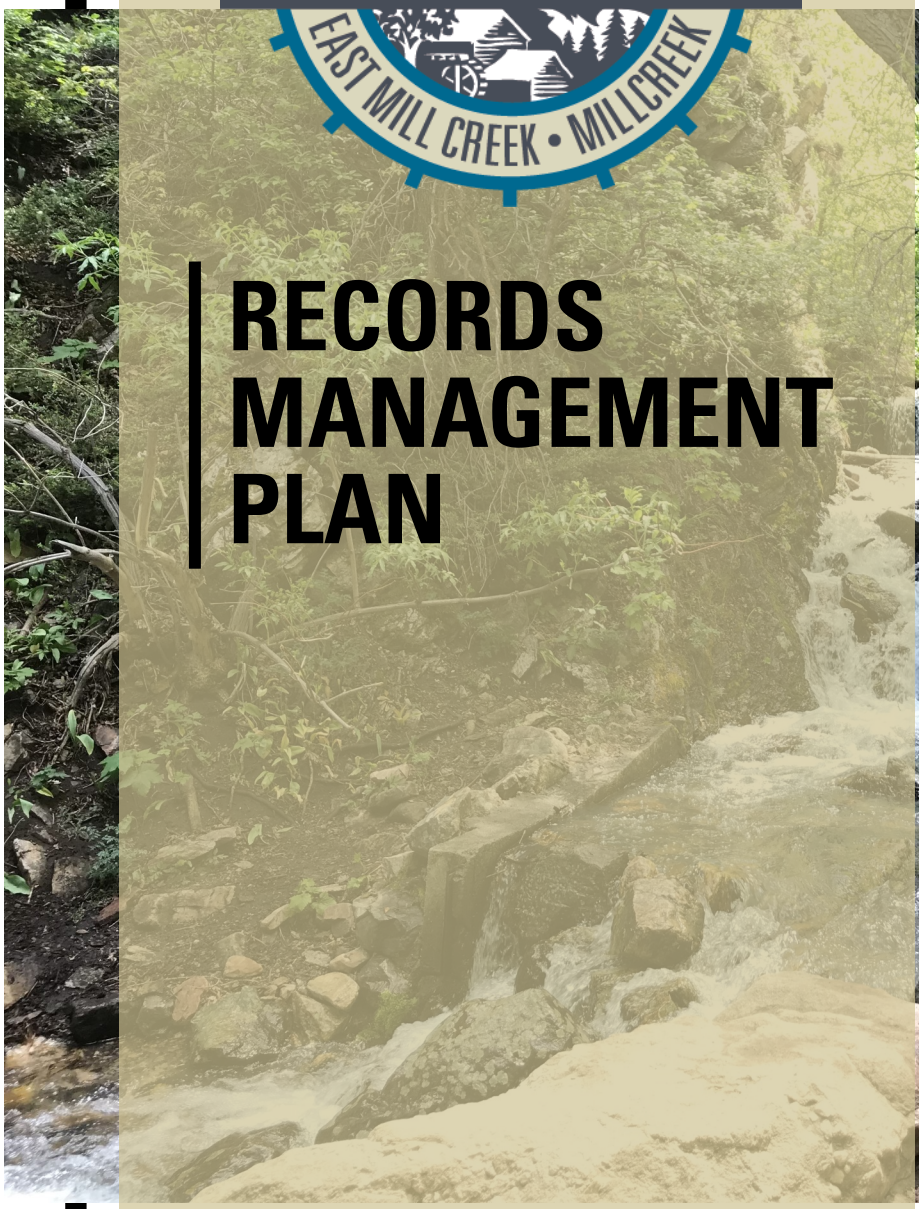
By: _____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

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

RECORDS MANAGEMENT PLAN





Adopted 11/08/2021

AMENDMENT HISTORY

Date	Resolution	Category

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RECORDS MANAGEMENT PLAN

SECTION 1

PURPOSE

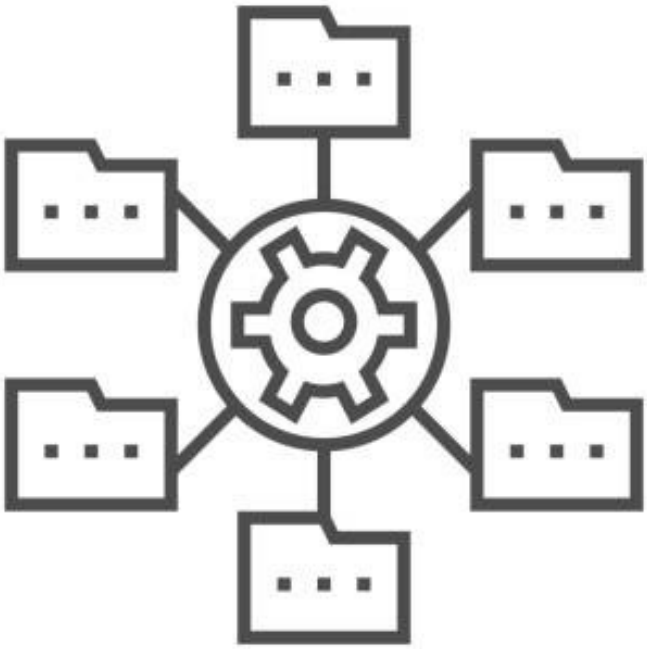
The Government Records Access and Management Act ("GRAMA;" Utah Code 63G-2) and the Public Records Management Act ("PRMA;" Utah Code 63A-12) impose obligations to retain and dispose records. Additionally, Millcreek Code 2.82.140 requires the management and coordination of access of records.The Millcreek Records Management Plan (the "Plan") fulfills those obligations and identifies all of Millcreek's records, their location of storage, retention, and disposition for efficient records management and establishes policies for all employees to perform those functions.The Plan should be reviewed annually by the Records Committee ("Committee") and updated every time a change is made that affects the Plan by the City's Recorder/Records Officer ("Recorder").



SECTION 2

RECORDS COMMITTEE

The Recorder shall chair the Committee and manage the Plan. The Committee exists to uphold the goals of and to carry out the intent of the Plan. The Committee shall consist of the two record custodians from each city department as designated by the department director, a list of which will be maintained in the Recorder's Office, to guarantee adequate representation. The record custodians ensure their department's records are correctly filed and organized according to the Plan and the department's standards.



The Committee continually seeks to improve the Plan with the assistance of the Recorder's Office. The Committee shall meet quarterly to discuss records management, plan department record organization maintenance, and assist with record trainings for all staff. If the Committee does not deem it necessary to meet routinely, then at a minimum the Committee shall meet once a year to ensure that the City is still upholding the Plan. Each member in the Committee shall quarterly perform quality control of their departments' records functions to ensure they are in accordance with the Plan. The Recorder may annually audit departments' records management processes.

SECTION 3

TRAINING

All new staff hired will receive a brief records management training as part of the Human Resources on-boarding process and detailed training by their department to ensure that clear expectations are set before commencing regularly assigned duties. The Recorder's Office shall provide annual all-staff training on GRAMA. The Records Committee shall be responsible for administering training to new and current employees on the Plan as needed.

Each employee is expected to know the retention and proper record storage according to the Plan. Employees shall follow the City's Information Technology team ("IT") recommendations for computer decorum including but not limited to using assigned naming conventions, properly saving documents, updating computers, closing records on the shared network when not in use, and restarting computer weekly.



SECTION 4

RECORD STORAGE

All records, where able, should be created and maintained in an electronic format that can be easily convertible to keep with industry standards. All active and long-term electronic records shall be stored and functionally organized on the City's shared network drive or other designated location as identified on the Millcreek Records Index Spreadsheet ("Index Spreadsheet," see Appendix 2) for ease of access and use for all employees. Other designated locations include separate secured network drives for restricted records and internal process software. Employees that desire to utilize other cloud-based platforms for storing working documents may do so with the approval of IT and the Recorder, however the records shall be transferred to the shared network drive once they are complete/final to serve its designated retention. Employees shall not retain any records that are identified in the Index Spreadsheet on their computer desktop. Personal network drives may be used for some working documents as approved by the Department Director, however only documents stored on a network drive are backed up.The electronic record shall serve as the designated record copy unless otherwise indicated on the Index Spreadsheet.

If records need to be preserved in hardcopy form, they should also be saved electronically, if possible, for easier reference. Hard copy inactive records removed from active file space shall be stored in the storage room of City Hall until their retention has been met or transferred to the Utah State Records Center.The inactive files will be stored in an appropriate drawer in type-labeled folders or a records box with the contents and retention schedule clearly identified on the exterior as well as an inventory of the contents on the inside of the box. Records with permanent retention may be transferred to the Utah State Archives once deemed unnecessary by the Recorder to be stored at City Hall.



SECTION 5

RECORD RETENTION & DESTRUCTION

All records will follow the General Retention Schedule (GRS) governed by the Utah Division of Archives and Records Service and the adopted Millcreek Retention Schedule (Appendix 3). Retention shall be based on the content of the record and its value to Millcreek, not on its format or storage medium.

The Department in which the record is created or maintained is the custodian of said record. They are responsible for related record requests and oversight of the retention of associated records. Departments may organize their retained records in a manner that best suits the function, but all departments must disclose the location of all retained records on the Index Spreadsheet. Each department shall also assist the Recorder with the destruction of records.

Records whose retention has been met shall be destroyed unless the record is necessary for litigation purposes. This includes all copies of a record(s). The Committee will provide an annual record destruction day for all staff every January. The records to be destroyed should be logged with the Recorder before destruction occurs. The Recorder will, with the assistance of the department to whom the records are created or maintained by, hire a shredding company, or utilize IT to ensure the appropriate destruction of the records. The data destruction day(s) will be scheduled in advance with IT to allow for appropriate preparation for deletion and purge of all records that have met or exceeded their assigned retention schedule. This will include removing files from all city backups.

The destruction log shall include a list of record(s) destroyed including the type of record and relevant date, the retention schedule reference, the name of the custodian of the record(s) and their signature as a witness to the destruction, how the record was destroyed, the date of destruction, and the authorization of the Recorder. The third-party record(s) destroyer shall sign the City's affidavit attesting to the destruction of said record(s). The log(s) and affidavit(s) (Appendix 5) shall be retained by the Recorder.

SECTION 6

RECORD REQUESTS

GRAMA is the Act that governs the disclosure of certain records. If there is a request for information that does not involve a record or that is publicly available, it does not need to go through the GRAMA process. Likewise, if the record does not exist, the City does not have to create one (UCA 63G-2-201(8)).The City can create a record if it is decided that doing so would not reasonably interfere with the City's regular duties and responsibilities and the City can charge for the work done (UCA 63G-2-201 (9)).The City can charge fees for record requests if the request will take longer than 15 minutes to process and/or if the requestor would like copies of the record(s).The fee for time to search and compile is based on the lowest salary of the person able to do the work. If it is anticipated that the fee will be more than $50, the City can charge in advance of doing the work to ensure just compensation.

Each city department shall designate two records custodians, primary and secondary, who will be the respondent for GRAMA requests to communicate with the Recorder's Office.



Any time a record is requested, the process for the request will be in accordance with GRAMA and the established City procedure as follows:

1. A request for records must be in writing (email, form, etc.) and contain the following: the requestor's name, mailing address, email address, daytime telephone number, and a description of the record requested that identifies the record with reasonable specificity (UCA 63G-2-204). If it is missing information, it is not a valid request.
2. This request may be accepted by any staff member at City Hall and immediately given to the Recorder's Office for processing.
3. The City has 10 business days (regular request) or 5 business days (expedited request) to respond to the request (UCA 63G-2-204). This time starts when the request is accepted by the Recorder's Office.
4. The Recorder's Office will track the request and send it to the relevant department who is the custodian of the record(s) requested.
    a. The custodian will supply the Recorder's Office with the record(s) within 5 business days for regular requests and within 3 business days for expedited requests unless instructed or negotiated otherwise (Recorder's policy) with any known special knowledge about the record(s) such as why it should not be public and the amount of time it took to compile, search, and provide the record.
    b. If it is anticipated that the request will take a long time to process, the department should inform the Recorder's Office an estimation of time before performing the work.
    c. If there is no record, then the custodian will report such to the Recorder's Office and state where they think the record may be (ex. Salt Lake County Planning and Development) with the entity's address (if known).
5. The Recorder's Office will then classify the received record(s) as public, protected, private, or controlled and tailor the record(s) until it is public. If the record is not tailorable, then the request may be denied per state statute (UCA 63G-2-205).
6. The Recorder's Office will respond to the requestor in accordance with GRAMA before the required deadline. Responses to requests may be approvals, approvals in part, or denials.

SECTION 7

EMERGENCIES

During times of emergency, the City's Recorder will work together with the City's IT and Emergency Management to ensure the safety, retrieval, and recovery as necessary of the City's records. Each department will be responsible to ensure protection of their records so regular operations can continue after the emergency. Documentation during a disaster (bookkeeping and accounting methods to track and maintain records of expenditures and obligations, narrative, and written log records of response actions, etc.) will be kept by each department in coordination with the Emergency Manager. Logs and records will form the basis for status reports to the County and State. It is the department's responsibility to keep files clean, organized, and accessible to city staff.

All electronic records are stored on physical hardware at the city hall premises.These records and other associated data are also backed up to the cloud daily to provide an offsite copy should an emergency arise that necessitates accessing city hall data from another location either temporarily or permanently based on the severity of the emergency. All data can be downloaded to a local copy at any given time from the cloud. Potential protective methods that should be used for hardcopy records include onsite fire-rated storage equipment or transfer of records to offsite storage (minimum of 25 miles from City Hall).



SECTION 8

APPENDICES

1 – Definitions

2 – Records Index; the City's network drive (M Drive) is functionally organized (not by department) and serves as an index of the City's records, storage location, and the assigned retention schedule. It also identifies acronyms for record naming (ex. CC = City Council).

3 – Millcreek Retention Schedule; identifies and creates a retention schedule for city records that fills the gaps from the State's General Retention Schedule.

4 – Electronic Communications Management Policy

5 – Record Resources

- Destruction Log forms
- Transfer Log forms
- GRAMA request form
- Utah State Archive Information – General Retention Schedule reference

definitions

Active Records - Records that are required for day-to-day business and are subject to frequent use; generally referred to more than once per month.

Archives -

1. The noncurrent historical records of an organization or institution, preserved because of their enduring value.
2. The agency responsible for selecting, preserving, and making available, records determined to have permanent or continuing value.
3. The building in which an archival repository is located. The Utah State Archives is a division within the Department of Administrative Services. The division name encompasses both the main offices on Capitol Hill and the Records Center in West Valley City.

Classification - "Classify" and their derivative forms means determining whether a record series, record, or information within a record is public, private, controlled, protected, or exempt from disclosure under UCA 63G-2-201(3)(b).

Conversion of Records Formats - The process of transferring records from one physical format to another. Conversion includes changing paper to an electronic format or one electronic format to another.

Copy - A reproduction of the contents of an original document which is not the official file copy of the agency. In most instances, copies will have a shorter retention than the official file copy (see Record Copy) of a record series.

Custody/Custodian - The guardianship of records which may include both physical possession (protective responsibility) and legal title (legal responsibility).

Disposition - The final action that puts into effect the results of an appraisal decision for a series of records. Transfer to an archival repository, retain permanently in the agency, or destruction, are among possible disposition actions.

Electronic Records - Records consisting of data and information which is input, created, manipulated and/or stored on electronic media which show evidence of actions and decisions occurring during transactions of government business.

Inactive Records - A series of records with a reference rate of less than one search per month.

Permanent Records - Indicates a disposition other than "destroy." Specifically, records would either be transferred to the State Archives or maintained permanently in office.These records need continued retention due to their long-term administrative, legal, fiscal, or historical value.

Record Copy -The original file copy of a record series maintained by the creating agency.

Record Series - A group of identical or related records, files, documents and/or other media created by one agency that are normally used, indexed, or filed together, and that permit evaluation as a unit for retention and disposition purposes.

Records - All books, papers, letters, documents, maps, plans, photographs, sound recordings, management information systems, or other documentary materials, regardless of physical form or characteristics, made or received, and retained by any public office under state law or in connection with the transaction of public business by the offices, agencies, and institutions of the state and its counties, municipalities, and other political subdivisions.

Records Center - A facility especially designed and constructed to provide low-cost, efficient storage and retrieval service on inactive records, pending ultimate disposition.The Utah State Archives Records Center is located at Building C-6 5th St & C St, in Clearfield, Utah.Their phone number is 801-525-3020 and FAX is 801-825-3293.This facility is not open to the general public.

Records Officer - In Utah, an agency-appointed person whose responsibilities include the development and oversight of Records and Information Management (RIM) programs and who serves as the agency's contact person with the State Archives. An annual certification through the State Archives is required.

Retention Period -The period of time during which records are kept in the custody of the creating agency (including Records Center storage) before disposition occurs; usually in terms of years or contingent upon an event, such as an audit.

Retention Schedule - A list or other instrument describing record series and their minimum retention periods.

Vital Records - Records essential to the continued functioning or reconstitution of an organization during and after an emergency and those records essential to protecting the rights and interests of that organization and of the individuals directly affected by its activities. Sometimes called essential records. Recommended that there be duplicates located off-site.

MILLCREEK RECORDS INDEX

Animal Control, Public Works Operations, Parks and Recreation, Police Department (Unified – UPD), Fire Department (Unified – UFA), and Public Utility Records are kept with the corresponding agencies and Salt Lake County. Legal is also a contracted service and records will be maintained with the agency/independent contractor.

This list is not all encompassing. Please consult the Utah Archives Record Retention Schedules (GRS) and with the City Recorder before the destruction of any records.

All records will be functionally organized, stored, and maintained in the M Drive unless otherwise noted.

Function Naming Conventions Key

Finance

AP	Accounts Payable
AR	Accounts Receivable
CDBG	Community Development Block Grant
CY	Calendar Year
FA	Fixed Assets
FY	Fiscal Year
JE	Journal Entry
PO	Purchase Order
PPE	Pay Period Ending
PR	Payroll

Human Resources

COLA	Cost of Living Adjustment
DB	Defined Benefit
DC	Defined Contribution
DWS	Department of Workforce Services
EAP	Employee Assistance Program
EE	Employee
ER	Employer
ESS	Employee Self Service
EV	Employment Verification
FLSA	Fair Labor Standards Act
FMLA	Family Medical Leave Act
FSA	Flex Spending Account
HSA	Health Savings Account
LTD	Long Term Disability
OE	Open Enrollment
OT	Overtime
PAF	Personnel Action Form
PTO	Personal Time Off
TARP	Team Appreciation and Recognition Program
URS	Utah Retirement Systems

Legislative Management

CC	City Council
CRA	Community Reinvestment Agency
GRAMA	Government Records Access and Management Act
LUHO	Land Use Hearing Officer
ORD	Ordinance
PC	Planning Commission
RES	Resolution
TEC	Taxing Entity Committee
TNT	Truth in Taxation
UMCA	Utah Municipal Clerks Association

Other

SLC	Salt Lake City
SLCO	Salt Lake County
UFA	Unified Fire Authority
UPD	Unified Police Department

Planning and Zoning

AD	Administrative Determination
CCOZ	City Center Overlay Zone
CRCA	Canyon Rim Citizens Association
CU	Conditional Use
DRC	Design Review Committee
EMCC	East Mill Creek Council
EX	Special Exception
FC	FCOZ Application
FCOZ	Foothills and Canyons Overlay Zone
GP	General Plan
IF	Institutional Facilities Zone
LB	Boundary Line Adjustment
LC	Lot Consolidation
LUHO	Land Use Hearing Officer
MCC	Millcreek Community Council
MOCC	Mount Olympus Community Council
RA	Reasonable Accommodation
RB	RCOZ Option B Application
RC	RCOZ Option C Application
RCOZ	Residential Compatibility Overlay Zone
SD	Subdivision
SV	Street Vacation
ZC	Zoning Compliance
ZM	Rezone
ZT	Text Amendment

Public Works

IDDE	Illicit Discharge Detection & Elimination
MCM	Minimum Control Measures
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent of State Construction General Permit
PI	Public Information
PW	Public Works
SWMA	Stormwater Maintenance Agreement
SWMP	Stormwater Management Plan
SWPPP	Stormwater Pollution Prevention Plan

BUILDING

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	**RECORD GROUP →**	**LOCATION →**	**RETENTION**	
Building	**Documents**			
	Building Codes	M Drive (M:)	PS	MRS
	Checklists	M Drive (M:)	PS	MRS
	Determinations	iWorQ/M Drive (M:)	PM	MRS
	Flood Hazard	M Drive (M:)	PM	MRS
	Forms	M Drive (M:)	PS	MRS
	Handouts	M Drive (M:)	PS	MRS
	Licenses/Memberships	M Drive (M:)	PS	MRS
	Noncompliances	iWorQ/M Drive (M:)	PM	MRS
	Permit Fees	M Drive (M:)	PS	MRS
	Position Forms	M Drive (M:)	PS	MRS
	Software	M Drive (M:)	PM	MRS
	Permits			
	Certificate of Occupancy	iWorQ/M Drive (M:)	PM TRANSFER	GRS-439
	Construction Statistical Report	iWorQ	CY+2Y	GRS-995
	Demolition - Hazardous	iWorQ	PM	GRS-445
	Permit Index	iWorQ	PM TRANSFER	GRS-439
	Permit Record	iWorQ	FA+3Y	GRS-1724
	Plans			
	Government Construction	iWorQ	FA PM	GRS-1789
	Non-Residential	iWorQ	FA+7Y	GRS-442
	Residential	iWorQ	FA+1Y	GRS-441
	Stop Work Orders	iWorQ	PM TRANSFER	MRS
Working Files		M Drive (M:)	FA+1Y	GRS-1684

KEY	
CY	*END OF CURRENT YEAR*
FA	*FINAL ACTION*
GRS	*GENERAL RETENTION SCHEDULE*
MRS	*MILLCREEK RETENTION SCHEDULE*
PM	*PERMANENT*
PS	*PERMANENT UNTIL SUPERCEEDED*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

BUSINESS

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	**RECORD GROUP →**	**LOCATION →**	**RETENTION**	
Business Licensing	**Forms**	M Drive (M:)	PS	MRS
	Licensing Records	iWorQ	EXP + 3Y	GRS-1724
	Projects	M Drive (M:)		
	Indexes	M Drive (M:)	PM	GRS-289
	Working Files	M Drive (M:)	CP + 1Y	GRS-1684
	Training Documents	M Drive (M:)	6Y	GRS-150
	Sensitive Material	M Drive (M:)	RS + 10Y	MRS
Econ Development	**Business Council***	M Drive (M:)	RS or 10Y	MRS
	CRA	M Drive (M:)	PM	MRS
	General Resources	M Drive (M:)	FAS	MRS
	Millcreek Common/City Center	M Drive (M:)		
	Appraisels	M Drive (M:)	PM	GRS-700
	Blight Study	M Drive (M:)	PM	MRS
	Bond	M Drive (M:)	PM	MRS
	City Center Coordination Meeting	M Drive (M:)	PM	MRS
	City Center Open Space Design	M Drive (M:)	PM	MRS
	City Hall Plans In City Center	M Drive (M:)	PM	MRS
	Development Around City Center	M Drive (M:)	PM	MRS
	Letters or Public Notices	M Drive (M:)	PM	GRS-1716
	Maps	M Drive (M:)	PM	GRS-1747
	Millcreek Common	M Drive (M:)	PM	MRS
	Park Properties Use and Demolition	M Drive (M:)	PM	GRS-1403, GRS-700
	Property Offers Signed	M Drive (M:)	PM	GRS-1403, GRS-700
	Property Offers to Purchase	M Drive (M:)	PM	GRS-1403, GRS-700
	Property Owners Contract	M Drive (M:)	PM	GRS-1403, GRS-700
	Projects	M Drive (M:)	FAS	MRS

See Grants also in Finance*

KEY	
CP	*CLOSE/COMPLETION DATE*
EXP	*EXPIRATION DATE*
FAS	*FINAL ACTION UNTIL SUPERSEDED*
GRS	*GENERAL RETENTION SCHEDULE*
MRS	*MILLCREEK RETENTION SCHEDULE*
PM	*PERMANENT*
PS	*PERMANENT UNTIL SUPERSEDED*
RS	*RESOLUTION OF ISSUE*
Y	*YEAR*

ENGAGEMENT

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	**RECORD GROUP →**	**LOCATION →**	**RETENTION**	
Administration	Applications	M Drive (M:)	EXP+1Y	GRS-692
	General Office Use	M Drive (M:)	CY+6Y	GRS-1760
	Millcreek ID's	M Drive (M:)	PM	GRS-1678
	Studies and Plans	M Drive (M:)	PM	GRS-1725
	Venues and Maps	M Drive (M:)	PM	GRS-1678
	Volunteers	M Drive (M:)	PM	GRS-1963
Communications	**Administrative/Executive**	Personal Drives/Outlook	CY+3Y	GRS-1760
	Program/Policy Development	Personal Drives/Outlook	FA+3Y. PM TRAN	GRS-1717
	Publications			
	Media	M Drive (M:)	PM TRANSFER	GRS-1678
	Newsletter	M Drive (M:)	PM TRANSFER	GRS-1678
	Press Releases	M Drive (M:)	PM TRANSFER	GRS-1716
	Social Media	ArchiveSocial	PM TRANSFER	GRS-1678
	Website	M Drive (M:)	PM TRANSFER	GRS-1678
	Transitory	Personal Drives/Outlook	RS	GRS-1759
Initiatives	**Adopt a Crosswalk**	M Drive (M:)	PM	GRS-1725
	Street Renaming	M Drive (M:)	PM	GRS-1725
Programs	**Promise**			
	Committee	M Drive (M:)	PM	GRS-1726
	Events	M Drive (M:)	CP+6Y	GRS-150
	Internal	M Drive (M:)	CP+6Y	GRS-150
	Partners	M Drive (M:)	CP+6Y	GRS-150
	Volunteers	M Drive (M:)	RS	GRS-1725
	Recycling & Sustainability			
	Committee	M Drive (M:)	PM	GRS-1725
	Venture Out!			
	Administration	M Drive (M:)	PM	GRS-1725
	Design & Media Assets	M Drive (M:)	PM	GRS-1725
	Finance	M Drive (M:)	PM	GRS-1725
	Operations	M Drive (M:)	PM	GRS-1725
	Programs	M Drive (M:)	PM	GRS-1725
	Youth Council	M Drive (M:)	PM	GRS-1725

KEY	
CP	*CLOSE/COMPLETION DATE*
CY	*END OF CURRENT YEAR*
EXP	*EXPIRATION DATE*
FA	*FINAL ACTION*
GRS	*GENERAL RETENTION SCHEDULE*
PM	*PERMANENT*
RS	*RESOLUTION OF ISSUE*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

FINANCE

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	RECORD GROUP →	LOCATION →	RETENTION	
Accounting	**Accounts Payable**			
	Expense Reports	Hard Copy -Finance	CY+4Y	GRS-106
	Reimbursement Files	Hard Copy -Finance	CY+3Y	GRS-1833
	Invoices	Hard Copy -Finance	CY+4Y	GRS-106
	Deposits	Hard Copy -Finance	CY+3Y	GRS-105
	Credit Card Statements	HR Drive (P:)	CY+4Y	GRS-106
	Vendor Payments	HR Drive (P:)	CY+3Y	GRS-1364
	Vendor W-9	M Drive (M:)	CY+4Y	GRS-106
	Grant Records	M Drive (M:)	CY+7Y	GRS-1859
	Void Checks	Hard Copy -Finance	CY+4Y	GRS-106
	Accounts Receivable			
	City Services Receipts	M Drive (M:)	CY+4Y	GRS-106
	Outstanding Invoices	HR Drive (P:)	CY+4Y	GRS-106
	Fixed Assets	HR Drive (P:)	10Y AFTER DISPOSITION	GRS-73
	Payroll			
	Employee Wage History Records	HR Drive (P:)	65Y	GRS-1905
	Payroll Processing Records	HR Drive (P:)	3Y	GRS-1903
	Property Tax Collection Reports	HR Drive (P:)	CY+2Y	GRS -216
	Sales & Use Tax Records	HR Drive (P:)	CY+4Y	GRS-193
Budget Management	**Approved Budget**	M Drive (M:)	FY+4Y	GRS-1856
	Appropriations			
	Fee Schedules	M Drive (M:)	FY+4Y	GRS-1856
	Fee Studies	M Drive (M:)	TERM+5Y	GRS-746
	Audits	M Drive (M:)	PM TRANSFER 4Y	GRS-1857
	Council Meeting Materials	M Drive (M:)	PM TRANSFER 4Y	GRS-1709
	Development and Preparation	HR Drive (P:)	TERM+1Y	GRS-1684
	Strategic Planning	HR Drive (P:)	PM TRANSFER 3Y	GRS-1717
City Bonds	**Anticipation Notes**	M Drive (M:)	RS+1Y	GRS-782
	Bond Notes	M Drive (M:)	FA+3Y	GRS-1801
	Construction Bond Int Calc	HR Drive (P:)	CY+3Y	GRS-1801
	General Obligation	M Drive (M:)	RS+1Y	GRS-57
	Issue Files	M Drive (M:)	PM TRANSFER	GRS-783
	Municipal Surety	M Drive (M:)	FA+4Y	GRS-789
	Notarial	M Drive (M:)	RS+3Y	GRS-792
	Official Transcripts	M Drive (M:)	PM TRANSFER 5Y	GRS-1799
	Revenue	M Drive (M:)	FA+1Y	GRS-791
Procurement Administration	**Agreements & Contracts**	HR Drive (P:)	CY+7Y AFTER EXPIRATION	GRS-1731
	Grants			
	Applications	M Drive (M:)	FA+7Y	GRS-1859
	Awards	M Drive (M:)	FA+7Y	GRS-1859
	Community Development	M Drive (M:)	3Y	GRS-666
	Communtiy Development Historical	M Drive (M:)	PM	GRS-667
	Unsuccessful Applications	M Drive (M:)	RS+1Y	GRS-1746
	Purchase Orders	M Drive (M:)	CY+4Y	GRS-1544
	Request for Proposal Records	M Drive (M:)	TERM+6Y	GRS-1991
	Tax Exemptions	M Drive (M:)	CY+4Y	GRS-193
Working Files		M Drive (M:)	FA+1Y	GRS-1684

KEY	
CY	*END OF CURRENT YEAR*
EXP	*EXPIRATION DATE*
FA	*FINAL ACTION*
FY	*FISCAL YEAR*
GRS	*GENERAL RETENTION SCHEDULE*
PM	*PERMANENT*
RS	*RESOLUTION OF ISSUE*
TERM	*TERM DATE*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

HUMAN RESOURCES

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	**RECORD GROUP →**	**LOCATION →**	**RETENTION**	
Disclosures	**Business Interests**	M Drive (M:)	FA THEN DESTROY	GRS-1911
	Gifts	M Drive (M:)	CY+4Y	GRS-106
	Donations	M Drive (M:)	CY+4Y	GRS-106
Personnel Administration	**Appointment Files**	HR Drive (P:)	PM TRANSFER	GRS-1010
	Background Check	HR Drive (P:)	CY+3Y or TERM+1Y	GRS-1970
	Emergency Leaves	HR Drive (P:)	CY+4Y	GRS-889
	Employee Assistance Program Files	HR Drive (P:)	CY+1Y	GRS-1913
	Employee Handbook	M Drive (M:)	PM RETAIN 3Y AFTER FA THEN TRANSFER	GRS-1717
	Employee Health & Medical Records	HR Drive (P:)	TERM + 7Y	GRS-1968
	Employee Resources	M Drive (M:)	65Y or 3Y AFTER DEATH OR RET	GRS-1965
	Employment History Records	HR Drive (P:)	65Y or 3Y AFTER DEATH OR RET	GRS-1965
	Grievance Records	HR Drive (P:)	3Y	GRS-1967
	Medical & Dental Insurance Claims	HR Drive (P:)	CY+4Y	GRS-946
	Negative Drug Test	HR Drive (P:)	CY+1Y	GRS-1959
	New Hire Registry Report (SUTA)	Hard Copy - Finance	CY+1Y	GRS-1464
	Performance Evaluations	HR Drive (P:)		
	Exempt Employees	HR Drive (P:)	CY+5Y	GRS-891
	Non-exempt	HR Drive (P:)	TERM+3Y	GRS-1966
	Personnel Actions	HR Drive (P:)	CY+4Y	GRS-1937
	Positive Drug Test	HR Drive (P:)	CY+5Y	GRS-1958
	Reimbursement Files	HR Drive (P:)	CY+3Y	GRS-1833
	Surveys	HR Drive (P:)	FA+10Y	GRS-1277
	Temporary Employee	HR Drive (P:)	TERM+1Y	GRS-172
	Training Aids	HR Drive (P:)	PM TRANSFER	GRS-1951
	Travel Files	HR Drive (P:)	CY+3Y	GRS-1833
	Volunteer Files	HR Drive (P:)	TERM+5Y	GRS-1963
	W-4 Income Tax Withholding Certificates	HR Drive (P:)	CY+4Y	GRS-1881
	Worker's Compensation Case Files	HR Drive (P:)	10Y AFTER CASE CLOSURE DATE	GRS-1938
Staffing and Recruiting	**Job Descriptions**	HR Drive (P:)	3Y AFTER SUPERSEDED	GRS-167
	Staff Acquisition Records	HR Drive (P:)	FA+2Y	GRS-1964
	Applications	HR Drive (P:)	FA+2Y	GRS-1964
Working Files		HR Drive (P:)	FA+1Y	GRS-1684

KEY	
CY	*END OF CURRENT YEAR*
FA	*FINAL ACTION*
GRS	*GENERAL RETENTION SCHEDULE*
PM	*PERMANENT*
TERM	*TERM DATE*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

LEGAL

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	**RECORD GROUP →**	**LOCATION →**	**RETENTION**	
Appeals	**Appeal Authority**	M Drive (M:)	PM TRANSFER	MRS
	Business License	M Drive (M:)	PM TRANSFER	MRS
	Code Enforcement	M Drive (M:)	PM TRANSFER	MRS
	Dangerous Building	M Drive (M:)	PM TRANSFER	MRS
	Employee	M Drive (M:)	PM TRANSFER	MRS
	Land Use	M Drive (M:)	PM TRANSFER	MRS
Contract Management	**Deferral**	M Drive (M:)	EXP+7Y	GRS-1731
	Development	M Drive (M:)	PM TRANSFER	GRS-661
	Encroachment	M Drive (M:)	EXP+6Y	GRS-680
	Employment	M Drive (M:)	EXP+7Y	GRS-1731
	Franchise	M Drive (M:)	PM	MRS
	Interlocal	M Drive (M:)	EXP+6Y	GRS-686
	Other	M Drive (M:)	PM	MRS
	Services/Consultants	M Drive (M:)	EXP+7Y	GRS-1731
Other	**Formal Opinion**	Legal Drive	PM TRANSFER	GRS-1722
	Legal Counsel	Legal Drive	RS	GRS-1721
	Oaths of Office	M Drive (M:)	PM	GRS-1023
	Subpoenas	M Drive (M:)	FA + 6Y	MRS
Property Management	**Annexation**			
	Maps	M Drive (M:)	PM TRANSFER	GRS-291
	Notices	M Drive (M:)	PM TRANSFER	GRS-291
	Petitions	M Drive (M:)	PM TRANSFER	GRS-291
	Boundary Adjustment	M Drive (M:)	PM TRANSFER	GRS-291
	Code Enforcement			
	Case Files	iWorQ	CY+3Y	GRS-1783
	Deeds	M Drive (M:)	PM TRANSFER	GRS-735
	Easements	M Drive (M:)	PM TRANSFER	GRS-1016
	Leases	M Drive (M:)	EXP+4Y	GRS-1022
	Real Property Files	M Drive (M:)	PM TRANSFER	GRS-1403
Risk Management	**Forms**	M Drive (M:)	PS	MRS
	Emergency Management			
	Plans	M Drive (M:)	PM TRANSFER 5Y	GRS-720
	Training Aids	M Drive (M:)	PM TRANSFER	GRS-1951
	Training/Outreach	M Drive (M:)	CY+6Y	GRS-150
	Insurance			
	Claims	M Drive (M:)	CY+12Y	GRS-2010
	Policies	M Drive (M:)	EXP+15Y	GRS-942
	Worker's Compensation Case Files	HR Drive	FA+10Y	GRS-1938
Working Files		Legal Drive	FA+1Y	GRS-1684

KEY	
CY	*END OF CURRENT YEAR*
EXP	*EXPIRATION DATE*
FA	*FINAL ACTION*
GRS	*GENERAL RETENTION SCHEDULE*
MRS	*MILLCREEK RETENTION SCHEDULE*
PM	*PERMANENT*
PS	*PERMANENT UNTIL SUPERCEEDED*
RS	*RESOLUTION OF ISSUE*
TERM	*TERM DATE*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

LEGISLATIVE MANAGEMENT

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	**RECORD GROUP →**	**LOCATION →**	**RETENTION**	
Elections	**Initiatives**			
	Application	M Drive (M:)	PM TRANSFER 5Y	GRS-1730
	Materials	M Drive (M:)	PM TRANSFER 5Y	GRS-1730
	Municipal			
	Ballot	M Drive (M:)	CY+22 MO	GRS-1020
	Canvass Results	M Drive (M:)	PM	GRS-284
	Declarations	M Drive (M:)	CY+22 MO	GRS-1019
	Financial Disclosures	M Drive (M:)	PM	GRS-1011
	Petitions	M Drive (M:)	CY+22 MO	GRS-1729
	Returns	M Drive (M:)	CY+22 MO	GRS-1020
	Referendum			
	Application	M Drive (M:)	PM TRANSFER 5Y	GRS-1730
	Materials	M Drive (M:)	PM TRANSFER 5Y	GRS-1730
Legislation	**Code**	M Drive (M:)	PM TRANSFER	GRS-49
	Draft Amendments	M Drive (M:)	FY+3Y	MRS
	Ordinances	M Drive (M:)	PM TRANSFER	GRS-49
	Proclamations/Directives	M Drive (M:)	PM TRANSFER	GRS-49
	Resolutions	M Drive (M:)	PM TRANSFER	GRS-50
Open and Public Meetings	**City Council, Planning Commission, Community Reinvestment Agency, Board of Canvassers**	M Drive (M:)		
	Agendas	M Drive (M:)	PM TRANSFER	GRS-1709
	Audio & Video	M Drive (M:)	CY+3Y	GRS-1712
	Closed Meetings			
	Affidavits	Recorder's Drive	PM TRANSFER	GRS-1710
	Audio	Recorder's Drive	PM TRANSFER	GRS-1710
	Minutes	M Drive (M:)	PM TRANSFER	GRS-1709
	Notices	M Drive (M:)	CY+6Y	GRS-46
	Mayor's Meetings	M Drive (M:)	PM TRANSFER	GRS-1709
	Packets	M Drive (M:)	PM TRANSFER	GRS-1709
Records Governance	**Proof of Publication**	M Drive (M:)	CY+6Y	GRS-46
	GRAMA Appeals Board Files	M Drive (M:)	PM TRANSFER	GRS-1715
	GRAMA Requests	M Drive (M:)	FA+2Y	GRS-1711
	Record Destruction	M Drive (M:)	FA+7Y	GRS-1689
	Records Committee	M Drive (M:)	RS	GRS-1725
Working Files		M Drive (M:)	FA+1Y	GRS-1684

KEY	
CP	*CLOSE/COMPLETION DATE*
CY	*END OF CURRENT YEAR*
FA	*FINAL ACTION*
GRS	*GENERAL RETENTION SCHEDULE*
MO	*MONTHS*
PM	*PERMANENT*
RS	*RESOLUTION OF ISSUE*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

PHYSICAL RESOURCES

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	**RECORD GROUP →**	**LOCATION →**	**RETENTION**	
Facilities	**ADA**	M Drive (M:)	CY+15Y	GRS-122
	Inspections	M Drive (M:)	CY+2Y	GRS-111
	Safety Checklists	M Drive (M:)	CY+2Y	GRS-111
	New City Hall	M Drive (M:)	PM	GRS-1789
	Budgetary	M Drive (M:)	4Y	GRS-1856
	Design Committee	M Drive (M:)	RS	GRS-1725
	Draft Plans	M Drive (M:)	FA+3Y	GRS-1788
	Engineering Reports Studies	M Drive (M:)	CP+2Y	GRS-1409
	Final Plans	M Drive (M:)	PM TRANSFER	GRS-662
	Working Files	M Drive (M:)	FA+1Y	GRS-1684
Information Technology	**Hardware**	M Drive (M:)		
	Phones	M Drive (M:)	CY+5Y	GRS-1754
	Equipment Inventory	M Drive (M:)	2Y	GRS-111
	Equipment Guides	M Drive (M:)	1Y	GRS-1253
	Software	M Drive (M:)	2Y	GRS-111
	Surveillance	M Drive (M:)	RS	GRS-2021
	Users Info	M Drive (M:)		
Fleet	**Fuel**	M Drive (M:)	CY-2Y	GRS-112
	Driver Forms	M Drive (M:)	5Y	MRS
	Inspections	M Drive (M:)	CY+2Y	GRS-111
	Registration	M Drive (M:)	FA	GRS-118
	Service	M Drive (M:)	DS+3Y	GRS-1873
	Title	M Drive (M:)	FA	GRS-1860
	Usage	M Drive (M:)	CY+3Y	GRS-109

KEY	
CP	*CLOSE/COMPLETION DATE*
CY	*END OF CURRENT YEAR*
DS	*DISPOSITION OF ASSET*
FA	*FINAL ACTION*
GRS	*GENERAL RETENTION SCHEDULE*
PM	*PERMANENT*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

PLANNING & ZONING

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	**RECORD GROUP →**	**LOCATION →**	**RETENTION**	
Maps	**GIS**	M Drive (M:)	PM TRANSFER 1Y	GRS-1246
	Zoning	M Drive (M:)	PM TRANSER	GRS-1747
Planning & Zoning	**Addressing**	M Drive (M:)	PM TRANSFER	GRS-1167
	Code Amendments			
	Applications	M Drive (M:)	PM TRANSFER	MRS
	Drafts	M Drive (M:)	FA+1Y	MRS
	Conditional Use Permits			
	Applications	M Drive (M:)	PM TRANSFER	GRS-1044
	Memorandum	M Drive (M:)	PM TRANSFER	GRS-1044
	PC Minutes	M Drive (M:)	PM TRANSFER	GRS-655
	Forms	M Drive (M:)	CP+3Y	MRS
	Land Use Hearing Officer Permits	M Drive (M:)	PM TRANSFER	MRS
	Non-Approved Plans	M Drive (M:)	CY+2Y	GRS-1196
	Nonconforming Use Certificates	M Drive (M:)	PM TRANSFER	GRS-1059
	Plans			
	General Plan	M Drive (M:)	PM TRANSFER	GRS-653
	City Center Master Plan	M Drive (M:)	PM TRANSFER	GRS-653
	Project Reviews	M Drive (M:)	FA+5Y	MRS
	Property Files	M Drive (M:)	FA+3Y	MRS
	Rezone			
	Applications	M Drive (M:)	PM TRANSFER	GRS-661
	Development Agreements	M Drive (M:)	PM TRANSFER	GRS-661
	Notices	M Drive (M:)	PM TRANSFER	GRS-661
	PC Minutes	M Drive (M:)	PM TRANSFER	GRS-661
	Reviews/Reports	M Drive (M:)	PM TRANSFER	GRS-661
	Site Plan Review	M Drive (M:)	PM TRANSFER	GRS-662
	Special Exceptions	M Drive (M:)	PM TRANSFER	MRS
	Subdivisions	M Drive (M:)	PM TRANSFER	GRS-663
	Vacation	M Drive (M:)	PM TRANSFER	GRS-1058
	Variances	M Drive (M:)	PM TRANSFER	MRS
Public Notices	**Notice of Intent**			
	Improvement Assessments	M Drive (M:)	FA+2Y	GRS-948
	Right-of-Way	M Drive (M:)	PM TRANSFER	GRS-1996
Working Files		M Drive (M:)	FA+1Y	GRS-1684

KEY	
CP	*CLOSE/COMPLETION DATE*
CY	*END OF CURRENT YEAR*
FA	*FINAL ACTION*
GRS	*GENERAL RETENTION SCHEDULE*
MRS	*MILLCREEK RETENTION SCHEDULE*
PM	*PERMANENT*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

PUBLIC WORKS

RECORD MANAGEMENT CLASSIFICATION				
ACTIVITY →	**RECORD GROUP →**	**LOCATION →**	**RETENTION**	
Developments	**Permits**			
	Encroachments	M Drive (M:)	CY+5Y	MRS
	Land Disturbance	M Drive (M:)	CY+5Y	MRS
	Projects			
	Not Final	M Drive (M:)	FA+1Y	GRS-21
	Final	M Drive (M:)	See planning/building	
	Project Bonds			
	Deposits	Hard Copy - Financ	CY+4Y	GRS-106
	Engineering	M Drive (M:)	FA+1Y	MRS
	Excavations	M Drive (M:)	FA+1Y	MRS
	Landscaping	M Drive (M:)	FA+1Y	MRS
	Releases	Hard Copy - Financ	CY+4Y	GRS-106
	Reviews	M Drive (M:)	See planning/building	
	Standards	M Drive (M:)	PM TRANSFER +1Y	MRS
Maps	**GIS**			
	Transportation	M Drive (M:)	PM TRANSFER +1Y	GRS-726
Operations	**Public Works**			
	Complaints	iWorQ	CY+3Y	GRS-1783
	Pavement - Asphalt	M Drive (M:)	CY+3Y	MRS
	Snow Removal	M Drive (M:)	CY+3Y	MRS
Plans	**Capital Improvement Projects**	M Drive (M:)	FA+7Y	MRS
	Contracts	M Drive (M:)	FA+7Y	MRS
Stormwater Management	**Floodplain**	M Drive (M:)	5Y or CP	MRS
	MS4 Stormwater	M Drive (M:)	5Y	MRS
	Construction Inspections	M Drive (M:)	5Y or CP (whichever is longer)	MRS
	Other related compliance records	M Drive (M:)	5Y	MRS
	Stormwater Maintenance Agreement	M Drive (M:)	PM	MRS
	UPDES MS4 Permits	M Drive (M:)	PM TRANSFER	GRS-1133
Working Files		M Drive (M:)	FA+1Y	GRS-1684

KEY	
CP	*CLOSE/COMPLETION DATE*
CY	*END OF CURRENT YEAR*
FA	*FINAL ACTION*
GRS	*GENERAL RETENTION SCHEDULE*
MRS	*MILLCREEK RETENTION SCHEDULE*
PM	*PERMANENT*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

millcreek retention schedule

KEY	
CP	*CLOSE/COMPLETION DATE*
CY	*END OF CURRENT YEAR*
FA	*FINAL ACTION*
FAS	*FINAL ACTION UNTIL SUPERCEEDED*
FY	*FISCAL YEAR*
MRS	*MILLCREEK RETENTION SCHEDULE*
PM	*PERMANENT*
PS	*PERMANENT UNTIL SUPERCEEDED*
TRANSFER	*STATE ARCHIVES*
Y	*YEAR*

MILLCREEK RETENTION SCHEDULE					
FUNCTION	**ACTIVITY →**	**RECORD GROUP →**	**RETENTION**		**DESCRIPTION OF RECORD**
Business	**Business Licensing**	**Forms**	PS	MRS	A clean copy of each form created by the city with related instructions and documentation showing the scope and purpose of the form.
		Sensitive Material	RS + 10Y	MRS	Records received, usually from law enforcement relevant to business licensing.
	Economic Development	**Business Council**	RS or 10Y	MRS	Documents and records related to volunteers, past events and historically relevant documents, event data, and general business council records.
		CRA	PM	MRS	Community Reinvestment Area records, documentation, interlocal agreements signed, and related records that are historically significant.
		General Resources	FAS	MRS	Contact information for developers, business owners, etc. Sales tax generation spreadsheet (documents trends), documents related to Economic Development Department General Plan.
		Millcreek Common/City Center	PM	MRS	Historically important documents related to the creation, implementation, construction, and general records pertaining to Millcreek City Center Project.
		Projects	FAS	MRS	Documents and records related to projects, work done in the Economic Development Department.
Building	**Building**	**Documents**			
		Checklists	PS	MRS	A clean copy of each checklist created by the city with related instructions and documentation showing the submittal requirements for individual permits.
		Forms	PS	MRS	A clean copy of each form created by the city with related instructions and documentation showing the scope and purpose of the form.
		Handouts	PS	MRS	A clean copy of each handout created by the city with related documentation showing specific building code requirements.
		Determinations	PM	MRS	Building code determinations based on individual projects.
		Stop Work Orders	PM TRANSFER	MRS	These are stop work orders issued to projects that started construction without obtaining the proper permits.
Legal	**Appeals**	**Appeal Authorities**	PM TRANSFER	MRS	Records of hearings held for various reasons including to regulate processes, change rules and policies, address the denial and revocation of licenses at the request of the public, or to discuss particular issues at the request of an executive body. Records may include meeting notices, proofs of publications, meeting minutes, the conclusions reached, and related correspondence.
	Contract Management	**Franchise**	PM	MRS	A franchise agreement is a specific contractual document which formalises the legal relationship between a franchisor and franchisee. As with any other contract, it sets out the rights and obligations of each party. They include date, city's name, provisions of the agreement, payments to be made, and signatures.
		Other	PM	MRS	These records document contractual agreements. Records may include requirements and terms, and the signed contract.
	Other	**Subpoenas**	FA+6Y	MRS	Records compiled to fulfill court issued subpoenas.
	Risk Management	**Forms**	PS	MRS	A clean copy of each form created by the city with related instructions and documentation showing the scope and purpose of the form.

Legislative Management	**Legislation**	**Code Draft Amendment**	FA+3Y	MRS	These are proposed ordinance amendments to be adopted by a local legislative body.
Planning & Zoning	**Planning & Zoning**	**Code Amendments**			
		Applications	PM TRANSFER	MRS	These are applications by the public proposing that city code be amended.
		Drafts	FA+1Y	MRS	These are proposed ordinance amendments to be adopted by a local legislative body.
		Forms	CP+3Y	MRS	A clean copy of each form created by the city with related instructions and documentation showing the scope and purpose of the form.
		Land Use Hearing Officer Permits	PM TRANSFER	MRS	Land Use Hearings are required for requests to expand a noncomplying structure or a structure occupied by a nonconforming use. Records may include meeting notices, proofs of publications, meeting minutes, the conclusions reached, and related correspondence.
		Project Reviews	PM TRANSFER	MRS	Reviews consist of development committee reviews and technical reviews associated with subdivisions and conditional use permits. These are working files and are not the final approved versions.
		Property Files	FA+3Y	MRS	These are miscellaneous information relating to properties. These could be local copies of address affidavits, easements, title reports, second kitchen affidavits, or old county records such as building permits, photographs, etc.
		Special Exceptions	PM TRANSFER	MRS	Exceptions to retaining wall, sidewalk, or Residential Compatibility Overlay Zone (RCOZ) requirements.
		Variances	PM TRANSFER	MRS	Variances are requests for relief from ordinance requirements on the basis of a hardship. Variances require a public hearing.
Public Works	**Developments**	**Project Bonds**			Project Bonds are typically obtained by the City from a Contractor for the estimated costs prior to construction for engineering, landscaping, and excavation projects. This is to ensure the projects are constructed in a timely manner and consistent with approved plans. Pending final inspections, the bonds are released back to the Contractor. The City may also use the bond money to complete projects that have been neglected or abandoned.
		Engineering	FA+1Y	MRS	
		Landscaping	FA+1Y	MRS	
		Excavations	FA+1Y	MRS	
		Permits			
		Encroachments	CY+5Y	MRS	These permits are required for any work done in the public right-of-way to ensure the work is completed per Public Work's standards.
		Land Disturbance	CY+5Y	MRS	These permits are required for any work disturbing equal to or greater than 1 acre of land OR if the work is being done on or near sensitive lands (for example – adjacent to a water body).
		Standards	PM TRANSFER +1Y	MRS	These are City standards for roadways and storm drain facilities
	Operations	**Public Works**			
		Pavement - Asphalt	CY+3Y	MRS	Part of Capital Improvement Projects (CIP) records in M Drive PW/Projects
		Snow Removal	CY+3Y	MRS	Call-out records are kept by SL County Operations
	Plans	**Capital Improvement Projects**	FA+7Y	MRS	PW Project Files
		Contracts	FA+7Y	MRS	These records document contractual agreements. Records may include requirements and terms, and the signed contract.
	Stormwater Management	**Floodplain**	5Y or CP	MRS	Permits stored on M Drive
		MS4 Stormwater	5Y	MRS	These records ensure compliance with Millcreek's MS4 (Municipal Separate Storm Sewer System) Permit regulated by the State DWQ and EPA for allowable stormwater discharge to water bodies of the State.
		Construction Inspections	5Y or CP (whichever is longer)	MRS	
		Stormwater Maintenance Agreement	PM	MRS	
		Other related compliance records	5Y	MRS	

electronic communications management policy

Purpose and Definitions

The Government Records Access and Management Act (GRAMA; Utah Code 63G-2) and the Public Records Management Act (PRMA; Utah Code 63A-12) impose obligations to retain records. Electronic communications, including but not limited to emails, messages via messengers, chats, and texts, may be considered a record per GRAMA, depending upon content as the General Retention Schedule dictates below:

Transitory Correspondence (GRS-1759)

Description

Incoming and outgoing correspondence, regardless of format or mode of transmission, related to matters of short-term interest. Transmittal correspondence, including email, is transitory unless part of another process. This correspondence does not impact agency functions. When resolved, there is no further use or purpose.

Local Government Routine Administrative Correspondence (GRS-1760)

Description

Incoming and outgoing business-related correspondence, regardless of format or mode of transmission, created in the course of administering agency functions and programs. Administrative correspondence documents work accomplished, transactions made, or actions taken. This correspondence documents the implementation of agency functions rather than the creation of functions or policies. Business-related correspondence, including email, that is related to a core function with an associated retention schedule should follow that associated schedule.

Program and Policy Development Records (GRS-1717)

Description

These records are created by executive decision-makers to document the establishment and dissemination of agency programs, policies, and procedures. Executive decision-makers may include the Chair, Director, Chief Administrative Officer, Public Information Officer, Commissioner, Mayor, or other internal administrators as identified by the executive office. Includes development and decisions behind the policy or program, and the final product (e.g., approved policies). Related correspondence and email is included.

Email records are work-function related. They are subject to legal retention schedules and have administrative, legal, fiscal, or historical value based on the content of the email.

Non-record emails are emails with no business-related content. They include, but are not limited to, personal messages and spam. They should be destroyed immediately and not kept in the email system. They may be forwarded to personal accounts.

Record copy refers to the electronic communication copy to which the retention period applies. Both sent and received communications can be records. Duplicative emails should be disposed of when the administrative need ends.

Primarily the:

- Outgoing (sender's) email/message within government is the record copy.
- Incoming (the recipient's) email/ message from outside the government is the record copy.

Storage and Retention

The length of time that electronic communications should be kept is based on the content of the record and its value. Although the majority of electronic communications have only short-term value, communications that document policy development and decision-making are considered historically valuable and should be preserved permanently, along with other records that document these processes.

Documents attached to electronic messages sent or received in the course of conducting city business must be retained in accordance with the records management procedures and retention schedules applicable to such attachments.

The City utilizes Proofpoint, a spam filtering service for email which provides a 10-year email archive and maintains all email records sent to and received from city employees regardless of content. This preservation will take place in the background and does not have to be managed on a per user basis. Millcreek will remain the custodian of the email records, therefore emails will be searchable and recoverable for record requests and similar uses if it is within the designated 10-year timeframe. Outside of that timeframe, emails will be permanently deleted unless preserved through other means.

Management Tools

Employees are responsible for proper management of their electronic communications, specifically email.This includes messages sent and received.

The most common tools for records management are the built-in features of the email system itself. Features usually include labels, folders, tags, and multiple inboxes, along with more advanced features. Staff shall utilize the "Archive" folder in Outlook and mirror the records index spreadsheet for what pertains to them (example below). Label the folders with the correct corresponding retention schedule.



Transitory emails should be deleted to the system's "Deleted Items" folder with the understanding that records placed there are obsolete.

Training

City staff members are to receive training on a semi-annual basis to ensure employees know and understand their responsibilities and the legal requirements when using electronic communications technologies.

Employees are responsible and accountable for the way they use electronic communications technologies and for proper management of those communications. Employees should also know and understand the associated policies and procedures.

Department Directors are responsible and accountable for ensuring employees are properly trained and understand the policies and procedures surrounding the use of electronic communications technologies. Department Directors are also responsible and accountable to ensure compliance with this policy.

IT is responsible and accountable for ensuring employees are able to communicate using the appropriate technologies in an effective, secure method by deploying the appropriate safeguards in the appropriate way.

Legal Search

There is no expectation of privacy related to the use of City technology in the sending or receiving of any electronic communications.This includes personal communications sent or received from any City owned technology.

This policy and related procedures apply to technology not owned by the City but used for the performance of City business whether sending or receiving electronic communications.

Form Access: M Drive (M:) → Legislative Management → Record Governance → Records Committee

Millcreek Record Destruction Log

Date of Destruction	Legal Authority (Series Number or General Retention Schedule)	Series Title / Record Description	Dates Included	Custodian	Authorized Signature	Type of Destruction	Notes

Millcreek Record Destruction Affidavit

Person Performing Destruction

Name_____Title_____

Phone_____ Email_____

Organization_____Location _____

I certify that the records described in the attached Millcreek Record Destruction Log dated _____ were destroyed by the following method:

☐ Shredding

☐ Electronic Deletion*

☐ Other (please describe):

_____

_____

_____ _____ _____, 20_____

Printed Name Signature Date

Witnessed by:

_____ _____

Printed Name Signature

*Records have been deleted to the best of our abilities and knowledge.

Form Access: M Drive (M:) → Legislative Management → Record Governance → Records Committee

Millcreek Records Transfer Log

Box Number	Box Contents	Box Dates	Series Number	Series Name	Box Destination (Records Center, Archives, New Building, etc.)	Transfer Form Submitted Date	Transfer Form Submitted By	Boxes Sent Date	Archives Box Number	Notes

Millcreek Records - Box Inventory

Box Number	Box Dates	Series Number	Series Name	Folder Name	Folder Range	Description	Inventory Created By	Notes
Place a copy of the box inventory inside the box								

GRAMA – Records Request Form

To the City of Millcreek:

Description of records requested: (Be as specific as possible; type of records, subject, year or dates wanted, etc.)

_____

_____

_____

Please note: state law does not require any agency to create any record to fulfill a request. GRAMA applies only to existing records.

In some cases, you may need to provide a Social Security Number or other personal identifier to retrieve records. In the case of a request for medical records, the agency may require you to complete a HIPAA release.

DO NOT include your Social Security Number on this form. The agency will provide a separate method for you to provide that number if it is needed.

Check all that are applicable:

___ I would like to review/inspect the records.

___ I would like to receive copies of the records. I understand that I will be responsible for copy costs. I authorize costs of up to $_____. I understand that prepayment of copies over $50.00 may be required and that I will be contacted if estimated costs are greater than the above specified amount.

___ I would like to receive copies of the records and request a waiver of costs under UCA 63G-2-203(4). Supporting documentation is attached.

If the requested records are not Public, please explain why you believe you are entitled to access.

___ I am the subject of the record. (Photo ID required)

___ I am the person who submitted the record (Photo ID required)

___ I am authorized to access the record by the subject of the record. (Consent for Release Form attached).

___ Other. Please explain. _____

_____

___ I am requesting an expedited response as permitted by UCA 63G-2-204(3)(b). (Please attach information showing status as a member of the media and a statement that the records are required for a story for broadcast or publication, or other information demonstrating entitlement to an expedited response.)

Name of requester:_____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Daytime phone number where requestor can be reached: _____

Email:_____

Signature: _____ Date:_____

August 2017



Millcreek City Hall
3330 South 1300 East
Millcreek, Utah 84106
801-214-2700
millcreek.us

Minutes of the
Millcreek City Council
October 25, 2021
7:00 p.m.
Regular Meeting

The City Council of Millcreek, Utah, met in a regular public meeting on October 25, 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

City Staff
John Brems, City Attorney
Elyse Sullivan, City Recorder
Kurt Hansen, Facilities Director
Laurie Johnson, HR-Finance Director
Francis Lilly, Planning & Zoning Director
Jim Hardy, Building Official
Dan Drumiler, Stormwater Engineer
Kayla Mayers, Promise Program Manager

Attendees: Evangelina Marquez, Marcia Walke, Dustin Thompson, Kali Wall, Marv Poulson, Angel Vice, Mitchell Vice, Jamie Allyn, Alan Gaertner, Laura Oscarson, Annie Barker, Kevin Flynn, Colleen Mulvey, Jeremiah Clark, Thom DeSirant, Mary Ann Strong, Brian Strong, Vicki Reid, Malcom Reid, Nancy von Allmen, Kate Scribner, Rebecca Webb, Karie Bird, Jared Hansen, Victoria Peters, Vasileos K., Shawn LaMar, Lynette LaMar, Kumar Shah, Chief Duane Woolsey, and Chief Steve DeBry.

REGULAR MEETING – 7:00 p.m.
TIME COMMENCED: 7:00 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 asked for public comment for items other than the digital billboard issue.

1.2 Public Comment

Marv Poulson, 3631 Carolyn Street, felt the honor of Millcreek was being given away to a private corporation. He said the Council was party to maintaining a dangerous public nuisance with Reagan (Outdoor Advertising). He gave the Council a handout. He noted a billboard on city property was in disrepair. Mayor Silvestrini noted that Poulson owed Council Member Catten an apology for his outburst towards her during the last meeting. Council Member Marchant said he had not been party to any conversations with Reagan.

Kumar Shah, 4484 Parkview Drive, thanked the Council for doing their job diligently and in an effective manner, and showing affection towards the citizens.

Kevin Flynn, 3474 S. 2300 E., thanked the Council for their work. He asked for the Millcreek News to have balanced viewpoints and to allow letters to the editor. Mayor Silvestrini thanked him for his idea.

1.3 Unified Police Department (UPD) Millcreek Precinct Officer of the Month for September 2021

Chief Steve DeBry announced Officer Cody Hampton from the Millcreek Patrol/SWAT, Officer Bryson Huntington Midvale Patrol, Officer Brittney Washington Midvale Patrol, Sgt. Nicholas Nelson Magna Investigations Sergeant/SWAT, Sgt. Chad Zitting Midvale Patrol Sergeant, Unified Fire Authority (UFA) Captain Steve Ball, Officer Anna Walker Midvale Patrol/SWAT, UFA/SWAT Paramedic Thomas Miller, and UFA/SWAT Paramedic Daniel Anderson as the Officers of the Month for September 2021. He then gave a report of a 22-hour incident that took place on September 3-4 that involved a hostage and barricaded suspect in a residence situation that ended in a double homicide and suicide. The hostage was rescued, and no officers were injured during the incident.

Mayor Silvestrini said it was a tragic event with three lives lost. He said the crew exhibited exemplary heroism and saved the one person who could be saved. Their actions were commendable. He said the crew was from Unified agencies from across the valley and that was the strength of the Unified Police Department. When it is needed, resources could be called on from other precincts. The crew handled the situation without firing a single shot. He said the Fire Department provides medical paramedic assistance to the SWAT team and are trained to act like police officers. The Citizens Advisory Board thanked the team for their work.

1.4 Keeping the Lights On After School Proclamation

Mayor Silvestrini said the Promise Program was a program run by the city to attempt to help people in achieving the three promises of education, health, and safety. The program first started with a 21st Century grant and funding for an after-school program at Mill Creek Elementary School. This is an important program for youth and the city is happy to be able to fund that program. He thanked Kayla Mayers, Promise Program Manager. He proclaimed the following:

KEEPING THE LIGHTS ON AFTER SCHOOL: A PROCLAMATION

WHEREAS, the citizens of Millcreek stand firmly committed to quality afterschool programs and opportunities because they:

• Provide safe and engaging learning experiences that help children realize their full potential.

• Support working families by ensuring their children are safe and productive when they are out of their classrooms.

• Build stronger communities by involving students, parents, business leaders and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families and adults.

• Engage families, schools and community partners in advancing the welfare of our children; and

WHEREAS, during the COVID-19 pandemic, afterschool programs have risen to the moment to support youth, and are critical supports to help youth recover from this challenging time and address their academic, social, and emotional needs. Afterschool programs provide engaging,

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hands-on learning and opportunities to connect with caring adults and peers. During the pandemic, programs have innovated to provide remote learning support, virtual programming, care for children of essential workers, meal support, wellness check-ins, and more. Today, programs are supporting young people and families as they navigate the return to school and will continue to innovate to meet ever-changing needs; and
WHEREAS, Millcreek has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults; and
WHEREAS, Lights On Afterschool, the national celebration of afterschool programs held this year on October 28, 2021 promotes the importance of quality afterschool programs in the lives of children, families and communities; and
WHEREAS, nearly 25 million families report that they would enroll their child in an afterschool program if one were available and many afterschool programs across the country are facing operating challenges so severe that they are forced to consider closing their doors and turning off their lights; and
WHEREAS, the Millcreek is committed to investing in the health and safety of all young people by providing expanded learning opportunities that help our children learn and grow, while helping them develop the skills essential for success in life and work.
THEREFORE BE IT RESOLVED that I, Mayor Jeff Silvestrini, do hereby proclaim October 28, 2021 as "Lights On Afterschool Day;" AND BE IT FURTHER RESOLVED that this Mayor enthusiastically endorses Lights On Afterschool and commits our city to engage in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the city of Millcreek to be affixed this 25th day of October, 2021.

1.5 Utah Municipal Clerks Association Presentation of Master Municipal Clerk Designation to Elyse Sullivan, City Recorder

Mayor Silvestrini said Elyse Sullivan, City Recorder, was a fantastic employee. He explained the duties of her position. He said she completed a milestone in her profession.

Colleen Mulvey, Utah Municipal Clerks Association President, and Laura Oscarson, UMCA Board Member, presented Sullivan with the International Institute of Municipal Clerk's designation of Master Municipal Clerk. Mulvey noted it was the second of two certifications that required completing 120 hours of college accredited courses.

Mayor Silvestrini asked the Council to reorder the agenda to hear items 3.1, 3.2, and 4.1 ahead of item 2.1.

Council Member Uipi moved to reorder the agenda to hear items 3.1, 3.2, and 4.1 ahead of item 2.1. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

3. Financial Matters

3.1 Public Hearing on Opening and Amending the Fiscal Year 2021-22 General Fund and Capital Improvement Project Fund Budget

Mayor Silvestrini said the Council would be considering moving money from the property tax reserve and arranging for a mid-year raise for the UPD officers effective November 1.

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Laurie Johnson said in the General Fund Revenue budget certain permit fees were increased because of updated information, as well as code compliance fees and bond proceeds. She said the bond proceeds, $39,243,823, included the debt service fees. She noted the Council had committed to pay the UPD contract solely from property taxes, so any overages were tracked separately in the General Fund. She then reviewed the General Fund expense department budget amendments. The Mayor and Council budget increased by $42,500 to pay for the federal lobbyist services. The UPD line item in the Public Safety budget was being increased in the amount needed to meet higher salary expenses. Also, American Recovery Act funds previously allocated for UFA and Wasatch Front Waste and Recycling District were being transferred to the Capital Improvement Projects (CIP) fund for the Millcreek Common project. Those reimbursement expenditures did not meet the deadline, so the funds were being reallocated. The Promise Program, City Recorder, Events/Millcreek Common, and Fleet budgets had minor changes. She noted in the Non-Departmental budget, the debt related fees were recognized, and the American Recovery Act Funds and City Hall bond funds would be moved into and tracked in the CIP fund. The total amount of change was $40,088,201. The CIP revenue budget recognized grant reimbursements and the transfer from the General Fund, and the expense budget recognized change in the sidewalk projects and non-public works line items. Johnson projected a 33% fund balance at the end of FY 2022.

Mayor Silvestrini said to put the City in the fourth position of highest paid departments in the County, the total contract for UPD from Millcreek would be about $12 million for police services. He noted work would need to be done to figure out how to pay that amount in subsequent years. Johnson said it would depend on property tax revenue. Council Member Marchant said it was important to know what property taxes had been and in the prior year it was over $12 million.

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

Jeremiah Clark, 3244 Winderbrook Court, asked if the stormwater fee line item in the General Fund was part of this. Mayor Silvestrini said the stormwater fee was kept in its own fund, like an enterprise fund, and not part of the General Fund budget. Johnson said the revenue line item was for the administrative fee the Stormwater Fund pays the General Fund to pay for administrative services used in other city departments.

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

3.2 Discussion and Consideration of Ordinance 21-44, Amending the 2021-2022 Fiscal Year Budget

Council Member Jackson moved to pass Ordinance 21-44, Amending the 2021-2022 Fiscal Year Budget. Council Member Uipi seconded.

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Mayor Silvestrini said as a result of Johnson's prudent management, the Council was able to recognize the additional funds necessary for the UPD raise. He said the UPD Board met the prior week, and all the members supported an increase to move the department into the fourth position of highest paid departments in the County as it was necessary to recruit and retain good officers. He noted that the contract would be more the next year because it would be for a full fiscal year.

The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

Council Member Uipi said UPD moved from last, number 12, to fourth. Mayor Silvestrini entered the UPD compensation packet into the record and said it was an across the board raise with all positions.

4. Business Matters

4.1 First Reading: Ordinance Amending the Flood Damage Prevention Ordinance Chapter 17.24 of the Millcreek Code of Ordinances; Dan Drumiler, Stormwater Engineer

Dan Drumiler, Stormwater Engineer, said the proposed ordinance would amend the effective date of the flood insurance rate map from December 1985 to November 19, 2021. He said staff had been using the best available data to enforce FEMA's floodplain regulations and this ordinance would codify that. Mayor Silvestrini said FEMA had insisted that Millcreek do this to remain eligible to participate in the Federal Flood Insurance Program which provides an affordable alternative for residents who live in a designated FEMA floodplain to buy flood insurance. He said the ordinance was effectively approved by FEMA and the State's Flood Control. The Council thanked Drumiler.

2. Planning Matters

2.1 First Reading Continuation: GP-21-001 / ZT-21-007, Amendment to the City Center Master Plan Regarding District Signs / Amendment to Chapter 19.82 of the Millcreek Zoning Ordinance Regarding Billboards and District Signs; Francis Lilly, Planning and Zoning Director

Mayor Silvestrini recused himself from the matter and turned the Chair to Mayor Pro Tempore Uipi.

Francis Lilly quoted Ogden Nash, "I think that I shall never see a billboard lovely as a tree." He said he would walk the Council through various provisions in state code, municipal code, and the General Plan and provide his planning recommendation. He recognized that people engaged in the process had the goal of making the city a better place. He tried to assume the best intentions of people and asked people to appreciate that moving forward.

He said there were wicked interconnected problems in the world and this billboard was one. A wicked problem in planning theory had no definition. Wicked problems are unique without a clear problem definition, were multi-causal and interconnected, had multiple stakeholders with conflicting agendas, straddled organizational and disciplinary boundaries, and it could take a long time to evaluate solutions which may not be right or

wrong but better or worse and ramifies throughout the system. He said he hated billboards, but the city had to deal with a complicated one. He rhetorically asked what made this problem wicked. He said the city does not have the luxury of time, or an elegant, easy solution. The longer the problem was worked on, the more expensive it would be. He stated that nobody liked billboards, but state law drove some of the decisions the city had to make. He said that one door may open, and others may close. Everyone wanted to create a great city center, but the tradeoffs were a challenge. If there was an easy solution, it would have already been done. There are explicit goals that collide with aspirational goals in the General Plan. The Plan does not talk about digital signs, but generalities and aspirational concepts. He said there were not great examples of digital signs in the community. State law puts the sign company in the driver's seat. There was always the threat of legislative preemption. He said every time a city sort of succeeds at condemning a billboard, the law changes. He also said the value proposition involves things other than money and that was hard to quantify.

Lilly provided a summary of the proposed district signs that said each face would be 288 square feet. Two of the signs would be 26.5 feet in height, the third would be 30 feet in height. Additional height of up to 35 feet may be required if the sign is located on either side of Chambers Avenue. The sign on Highland Drive would be turned off between the hours of midnight and 5 a.m. The draft memorandum of understanding (MOU – between Millcreek and Reagan) identifies four signs with a total of 10 sign faces and combined area of 3,171 square feet. There would be a net reduction of 4 sign faces worth 1,443 square feet. He showed the Council a size comparison of the sign options of the current billboard needing to be removed, the proposed district digital sign, and an electronic message center sign. Lilly noted that the Millcreek Common design firm and architect had recommended digital signage.

Lilly said there were five ways in state code to remove a billboard (10-9a-512): gift, purchase, agreement, exchange, or eminent domain. A termination of the first four options required voluntary consent of the billboard owner, so the city had to approach Reagan Outdoor Advertising ("Reagan") unless it was starting with eminent domain. He showed the Council a diagram of the four options: gift or purchase of the sign, Millcreek does nothing, Millcreek condemns the sign, and Millcreek signs an agreement with Reagan to exchange static billboards for digital district signs. He said with the first option, Reagan could voluntarily remove the sign and the square footage credits would go into the billboard bank or they could say no, and the city would pay for the billboard removal, pay for the new digital signs, 1-3 new two-sided billboards could be added, and the existing billboards in the City Center would remain. If the city did nothing in option two, Millcreek would pay for the new digital signs, the static billboards would remain intact, 1-2 new two-sided billboards could be added, and construction on Millcreek Common West, City Hall, and shared parking would be delayed or radically changed in scope. In the third option, Millcreek pays to condemn the sign and pay for its own signage in the Common, the billboard inventory would be reduced by 427 square feet, 1-2 new two-sided billboard could be added, and the other billboards in the City Center would remain. In the fourth option, the billboard bank balance zeros out, Millcreek pays nothing, funds that would have been used for condemnation or digital signs can be used for other projects, four existing signs would be removed from Millcreek, no additional billboards would be added, and there would be three digital signs in the Common.

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Lilly said it was the policy of Millcreek to reduce the number and combined square footage of billboard where feasible. That policy is in code. He then reviewed state statute considerations. Millcreek could only force a billboard down through eminent domain. Millcreek must have a public purpose if it initiates an eminent domain action. Public purposes are for parks and open space, city facilities, utility relocations, road widening, or a blight study associated with a community reinvestment area. Millcreek cannot condemn a billboard on behalf of a private developer. He noted sometimes an eminent domain action can happen automatically if the City denies a permit for a billboard to be relocated. Before condemnation is to proceed, a billboard company has the opportunity to move the billboard within one mile of the sign being removed, as long as the new location is in a C or M zone, is up to 45 feet tall, and is not within 300 feet an existing sign regardless of what code says. If the City owns the billboard, then the city would have to initiate the eminent domain proceeding itself. Otherwise, the state statute (including the valuation provision) would not apply to the proposed district signs. Millcreek has to pay fair market value, not just for the sign itself, but for its contribution to an advertising market area. He said condemnation was expensive and immediate occupancy was not an option. The condemnation process was designed to keep the signs up, not take the signs down. It is not a facility for cities to remove signs. It is designed to give billboard operators the ability to move signs regardless of municipal ordinance restrictions.

Lilly shared his planning experience from South Salt Lake City when that city contemplated condemnation. The city threatened condemnation but did not start the process. The billboard in question was in a blight study/CRA area. In the end, South Salt Lake agreed to move the sign and pay relocation expenses totaling $170,000. The new sign is taller than the one it replaced. A subsidiary of Reagan owned the property on which the new sign was located. Reagan recorded an easement on the property then sold the property. The property is undevelopable per the South Salt Lake City's Downtown Master Plan because of the easement.

Lilly asked if digital signage was appropriate in the Millcreek City Center. He provided his opinion on aesthetics, safety, brightness, and eminent domain considerations. He asked if after controlling for light trespass and animation, if a digital billboard was more offensive than a lit static billboard. Complaints about billboards were on obstruction of view, development impediments, and overall "ugliness" that were just as apparent on a sign that changes its face once a month as they are on a sign that changes its face once every eight seconds. He wondered if a digital face was more offensive than a static face. He asked if a digital billboard was more dangerous than a static billboard, if a digital billboard was more dangerous than an electronic message center, which the city allowed, and if a digital billboard was more of a distraction than a smartphone. He noted the research was mixed on these conclusions. The city already has ambient illumination standards for on-premises signs. The standards assume signs up to 300 square feet in area. If the same standards are applied to a billboard that is allowed with on-premises signs, would it address the concerns about brightness. A condition of the MOU is that light trespass louvers be installed on the billboards, to direct light downward and within 30 degrees of the line of sight of the billboard. This is beyond what Millcreek code requires for electronic signs. Normally, allowing for the conversion of a static billboard to digital makes that sign much more expensive to condemn. Staff did not want to make a

development impediment worse. The billboard owner must initiate or respond to a condemnation. That is why it was important for the city to own the sign. He said because Millcreek would own the digital district signs, ROA could not avail itself of the special eminent domain provision in state law. The City could not condemn its own property interest. He said there needed to be a provision in the license and lease agreement that provided for an equitable solution should either party desire to terminate the lease early. He noted that assigning the value to a billboard was an opaque process though digital signs were worth more.

Lilly said the only reason he would recommend changing the static sign to a digital one would be because the city would own the digital district signs. If the billboard fell down, it could go back up exactly as it was and stay forever. He said a 40-year lease was valuable to the city as compared to a lease in perpetuity.

Lilly reviewed the General Plan considerations: strategy 2.4 in Goal GP-2 to consider techniques to remove or alter billboards such as purchase, amortization or other techniques; strategy 3.9 in Goal GC-3 to reduce the number, size, and height of billboards along all City streets, and strategies 9.3 and 9.5 from Goal GP-9. While the General Plan is clear that removing billboards is a worthy goal, the City Center Master Plan is more nuanced. It contemplated district signs, but not large digital ones; calls for unique built environments, including context-sensitive signage; and calls for a civic center and public amenity, not just a commercial center. If this were an outdoor shopping mall, the situation may be different. The City Center Master Plan talks about future signage, an urban design framework, existing conditions, and how the City Center should emphasize culture, art, ideas, and interaction between citizens. The Plan acknowledges that billboards are a problem to be solved. Staff thinks an amendment to the City Center Master Plan is required to specify that digital signs are consistent with the vision of the City Center Master Plan. If the City Council approves an agreement with Reagan, staff requests a change to the City Center Master Plan that says:

> *In keeping with the General Plan goal to reduce the number, size, and height of billboards along all City streets, and in order to facilitate the removal of billboards in the City Center that may serve as a development impediment, district signage is encouraged at the edges of the City Center to promote city events and events on the Millcreek Common. That signage may be electronic, and should be incorporated into the design of the public spaces. The City should own the signs as a public amenity, but such signage can be operated by a third party under a license agreement with the City.*

The potential ordinance amendment would be to create a content neutral definition of billboard, create a definition for district sign (must be city owned), and allow up to 3 district signs in the City Center only.

Lilly gave his planning staff recommendation to amend the General Plan and zone text to accommodate district signs. Digital signs can have value in the City Center. There is a real benefit to exchanging a permanent property right of existing billboards into an agreement that can be amortized over time. The MOU is a good start, but it needs work on illuminance standards and lease termination provisions. He said time was a value and slowing the project down imposed a real cost to the Millcreek taxpayer. A sign exchange helps the city move ahead on the things people value about the City Center (timely

completion, a world-class city hall, ample parking). He felt completion of the project was worth the exchange.

Lilly went over the community council recommendations. A majority of the Canyon Rim Citizens Association (CRCA) voted to support the MOU and the proposed General Plan amendment and text change by a vote of four members in support to two opposed, with one abstention. The motion in support included a recommendation that the City include a provision in the license agreement that Millcreek businesses could purchase advertising time on the proposed district signs at a preferential rate. The proposed MOU, General Plan amendment, and text change received a unanimous vote of recommendation among the East Mill Creek Community Council members present at the meeting. The Millcreek Community Council discussed three motions. A motion to continue failed on a vote of 2 in support to 8 opposed. A motion to recommend the proposed MOU, General Plan amendment, and text change failed on a vote of 5 in support and 5 opposed. After subsequent discussion, the Millcreek Community Council recommended approval of the proposed MOU, General Plan amendment, and text change by a vote of 7 members in support to 3 opposed, provided that the agreement as presented to the City Council does not change from the agreement as presented to the Millcreek Community Council. The Mount Olympus Community Council recommended approval of the proposed MOU, General Plan amendment, and text change on a vote of 8 in support to 3 opposed. The Mount Olympus Community Council included in their motion that the city revise the MOU to prohibit Reagan from using the sign to advertise products known to be harmful to children, including but not limited to tobacco and vape products, cannabis, firearms, fireworks, pharmaceuticals, opioids, and nutritional supplements.

The Planning Commission provided a unanimous recommendation of denial for the following reasons: 1) guiding documents do not support this application and financial concerns are driving the City's recommendation, 2) the Planning Commission was only presented with one option, 3) the net reduction in billboards is marginal, 4) there were process and timing concerns, 5) there was a lack of information / misleading or false information presented in application, and 6) the City should be held to a higher standard regarding public input.

Lilly posed questions for the Council's consideration:

- *Does the proposed change implement the policy to reduce the number and combined square footage of billboards where feasible?*
- *Experts advise us to use digital signage to communicate city events. Are large digital signs appropriate in the City Center? Does it make a difference if the city operates the digital sign, or a private company?*
- *What is in the best interest of the Millcreek taxpayer?*
- *Knowing that the new signs will be digital, is the elimination of a net 1,443 square feet of sign area worth it to the City?*

Council Member Catten said Lilly suggested adding a lease termination provision. Lilly said the provision would be equitable between parties if a termination was wanted. Mayor Pro Tempore Uipi asked how long an eminent domain process was. John Brems said it depended. Mayor Pro Tempore Uipi asked about existing billboards that were erected in the last five years from square footage in the bank. Lilly said the one by Milo Sports and

one next to the Japanese American Community Credit Union on Highland Drive were from the square footage bank. Mayor Pro Tempore Uipi asked about the cost of interest on the bond. Council Member Marchant thought it was around $340,000 every six months. Council Member Catten asked if the negotiation with Reagan was the beginning of the process of condemnation. Lilly said it could be. Mayor Pro Tempore Uipi asked if the Planning Commission gave input on the four options. Lilly said they only considered one option. Staff approached it from a plain reading from the code.

Council Member Marchant asked who was present to discuss the MOU. Lilly said Mike Winder from Millcreek staff and Dewey Reagan. He felt that he should stay away from the negotiations and speak to the planning items. He said the city's goal was to reduce as many billboards as possible. He expressed that to Winder and recommended eliminating the billboard bank, to keep the signs as small as possible, have the signs turn off, include as many billboards as possible included in the deal, and get as much advertising time as the city could on the digital signs. Council Member Marchant said he hears from the public about a variety of things and wonders if the city tried other options. Lilly noted he was not part of the conversation but noted that not every party got what they wanted. Council Member Marchant said he had heard people ask why staff did not negotiate with other sign companies, but he knew that was because the signs were owned by Reagan. Lilly said Reagan owned the billboard that needed to be removed. Council Member Jackson asked why the static signs coming down were selected. Lilly said there was value in removing every redevelopment impediment in the city center. He said Reagan did not own all the signs their sticker was on, they lease them. They kept the signs to be removed within the city center.

Council Member Catten said there would be a legal agreement associated with the MOU and asked if the lease and termination provisions could be fixed. She wondered how much leverage there was with changing the agreement. Lilly said the City had more leverage with the terms of how the agreement was operated than changing the size or height of the signs. Council Member Catten wondered if the deal would fall apart if items were challenged. Lilly did not believe so. Council Member Jackson asked what type of qualifications the city could do in the licensing agreement. Brems said the MOU was a deal point, a non-binding letter of intent. Staff wanted that in place before changing the ordinance. He said the city could put anything in the license agreement.

Mayor Pro Tempore Uipi asked about the appraisal. Brems said there was discussion at the Planning Commission meeting that Winder may have been deceptive with numbers. Winder was told numbers on previous specific experience with another city under the previous law. The Planning Commission asked for an appraisal. As part of due diligence and if the city pursued eminent domain, Brems obtained a preliminary appraisal which was for the sign and all associated rights at $397,500. Council Member Jackson asked about the condemnation process. Brems said in eminent domain, the city could not take down the sign until the process was done. Reagan would also get an appraisal that would be higher. As part of litigation, the judge/jury would decide the value of the sign. He said the value would never be less than Millcreek's number. Lilly said Holladay City took a billboard to trial and paid about $1 million and the process took 8 years to resolve. State law changed after that disallowing municipalities to take immediate occupancy. Council Member Jackson said if the city wanted an expedited process, it would be more

expensive. Lilly said the MOU came with tradeoffs, but there has never been a city that has gotten rid of this much signage as was proposed as far as he could tell.

Elyse Sullivan clarified the interest payment on the bond, as stated by Ms. Johnson in the last meeting minutes, was $365,000 twice a year.

2.2 Public Comment on Digital Signs Issue
Mayor Pro Tempore Uipi asked that comments be limited to the decision the Council had to make.

Marcia Walke, 934 E. Grape Ivy Way, provided the Council a handout. She expressed surprise for the city not putting the project out to bid. She noted that a billboard could not be put on property at Highland Drive and Chambers Avenue because it was not owned by the City.

Brian Strong, 3734 Greenbriar Way, said he was a contract negotiator by profession. He noted that another sign company may have property they would be willing to trade with Reagan. The city does not have to take what was being offered. He noted that the building construction could be changed to go around the billboard. He asked why two new billboards were erected in the city. He also asked why there was a billboard bank in place. He felt the agreement would leave the city open to other digital signs in other locations.

Kevin Flynn, 3474 S. 2300 E., read from the Millcreek Township News from December 2005. "The residents of Millcreek Township have complained about the sea of signs in our community for a very, very long time and rightfully so because Millcreek Township has more billboards lining its major streets than any other community in Salt Lake County. As early as October 2003, the Millcreek Planning Commission addressed this issue by holding public hearings on the subject. From this data, the Millcreek Planning Commission concluded that our community wished to prohibit any new off premises signs and desired the County Council to adopt ordinances and policies with the purpose of eliminating these offensive billboards from the Township completely." He said the city was still allowing new billboards to be built since the city incorporated. He wondered why Winder negotiated with Reagan when they donated to his political campaign. He said people were willing to pay to get rid of billboards. Billboards were visual pollution and affected the standard of living in the community. He would like to see more options considered.

Council Member Marchant asked if Millcreek had allowed signs against code since becoming a city. Lilly said no.

Mary Ann Strong, 3734 Greenbriar Way, thanked Lilly for his work. She said there had been several bills brought to the Legislature recently trying to reduce the number of billboards. She noted that Reagan had a lot of clout, but people were less tolerant of the impact of billboards. She felt Millcreek could be the poster child to get legislation done to remove the exclusion billboards have with eminent domain. She said billboards were out of style and noted that Reagan could make smaller digital billboards.

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Angel Vice, 3610 Carolyn Street, said the community councils were given values of $1-1.3 million as the cost to remove the billboard. She said the Millcreek Community Council encompassed Council Districts 1 and 2 and the other community councils represented the east bench. She felt that representation with the community council recommendations was not balanced. She said if a digital sign was necessary, there should be one not three. She did not feel digital billboards would attract diverse populations.

Marv Poulson, 3631 Carolyn Street, apologized for being offensive towards Council Member Marchant, his comments were directed to the body as a whole. He felt the safety aspects were overlooked. He felt the physical demonstration of the billboard unit given by Winder in a previous meeting was not representative of the actual situation because it was not done in the dark. He felt there was delay and deception in staff presentations.

Jared Hansen, 1448 E. 3045 S., said the biggest item not being addressed was not that people did not like billboards, but they did not want digital billboards. He felt the community had been given a false choice narrative, the only option was digital billboards or nothing. The issue was the introduction of digital billboards which would be more intrusive on the neighborhoods. He noted that other city centers got traffic without digital billboards. He suggested the Council change the purpose statement to say, without the introduction of digital billboards, reduce the number of billboards. He noted that he had never noticed the double stacked billboard on Highland Drive until this conversation. He felt the digital billboards would take away from the community.

Mitchell Vice, 3610 S. Carolyn Street, said the existing billboard in the City Center was there before the city incorporated. The wickedness of the problem was created by the City's refusal to address this issue more than 5 years ago. He stated that 3 of the 4 current Council Members had received campaign donations from Reagan. Reagan did that to invest. He asked the Council to consider who they represented when they accepted donations. As Chair of the Millcreek Arts Council, he was excited to utilize the Millcreek Common for arts. The Arts Council wanted to collaborate with the city on signs and sculptures.

Rebecca Webb, 389 S. El Rancho Road, appreciated comments provided. She asked about removing the billboard, building city hall, and then putting the billboard back.

Kate Scribner, 2754 S. 2300 E., said she was asked to be a representative on the CRCA at the beginning of the year with the specific role of finding ways to beautify the community. Digital billboards do not represent the agreed upon aesthetic and culture of the community and she felt a responsibility to speak out against the proposal and felt confident that the majority of the community felt similarly or there would not be a need to change city ordinances. She felt the presentation was a one-sided sales pitch and wondered who would benefit from the agreement. She wanted to hear the City Council's alternative solutions to this situation and asked that in any future negotiations with Reagan there be multiple representatives in attendance. She expressed concern with the city's conflict of interest with Reagan and wondered why it was not being addressed.

Nancy Von Allmen, 2871 S. 2870 E., CRCA Park's Committee, said she was excited to see the open space in the city center. She asked where the open space was and why digital

billboards would be added to clutter the City Center. She felt the signs would be unsafe on busy roads and the height should be limited to 20 feet. She said she counted 46 billboards on 3300 S. from 700 E. to 3200 E. She asked that the signs be turned off at night from 10 p.m. to 6 a.m. for the residents' sake in the close by apartments. She noted the appraised value of the billboard could be paid by dividing it among the residences.

Shawn LaMar, 3621 S. 1200 E., felt this was a budget issue and there were other solutions. The context of the appraised value was fractional compared to how much money would be spent on the Millcreek Common. He said the city should come up with the money instead of straddling Millcreek with the digital signs for 40 years. He suggested setting up a GoFundMe account and he would pledge money to it.

Victoria Reid, 1857 E. Millbrook Road, felt one of the problems was the city did not know if the deal was good financially. The city did not know because there had not been a full appraisal of all the signs coming down and the digital ones being proposed. She was glad to know the value of the one static billboard of $397,500. She presented math which concluded that digital billboards were worth double the value of static ones. She felt there may not be enough demand for the signs since the proposal would have 40% of public service announcements. She said the problem was for one billboard and the city would end up with three digital billboards.

Elyse Sullivan and John Brems read public comments submitted via email from Lynda Bagley-Gibson, Erin McCormack, Kali Wall, Kate Kopischke the Director of Scenic Utah, Ian Wright, and Dustin Thompson (see attached).

5. Reports

5.1 Mayor's Report

There was no report.

5.2 City Council Member Reports

There were no reports.

5.3 Staff Reports

There were no reports.

5.4 Unified Fire Department Report

There was no report.

5.5 Unified Police Department Report

Chief Steve DeBry provided the crime statistics for September 2021. There were 2,981 calls for service, 981 total cases, 342 citations, and 36 booking arrests. There were 36 assaults, 18 burglaries, 27 drug offenses, 83 family offenses, 1 homicide, 113 larcenies, 3 robberies, 4 sex offenses, and 28 stolen vehicles. Millcreek Community Oriented Policing Unit Detectives investigated and cleaned up graffiti cases on Highland Drive and 4500 S. in September. Transient campsites located at 3550 South Highland Drive, Big Cottonwood Regional Park, and 1592 E. Murray Holladay Road remained the focus of cleanups. Due to the multiple campsites located within these areas, further cleanups would be scheduled in October.

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Council Member Marchant asked how the Chief felt about the UPD pay increase. Chief DeBry thanked the Council for the approval.

6. Consent Agenda

6.1 Approval of September 27, 2021 Work Meeting and Regular Meeting Minutes
6.2 Approval of October 11, 2021 Regular Meeting Minutes

Council Member Jackson moved to approve items 6.1 and 6.2, the meeting minutes from September 27th and October 11th. Council Member Marchant seconded. Mayor Pro Tempore Uipi 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

- Mt. Olympus Community Council Mtg., 11/1/21, 6:00 p.m. TBD
- Millcreek Community Council Mtg., 11/2/21, 6:30 p.m. TBD
- Canyon Rim Citizens Association Mtg., 11/3/21, 7:00 p.m. TBD
- East Mill Creek Community Council Mtg., 11/4/21, 6:30 p.m. TBD
- City Council & Planning Commission Special Mtg., 11/8/21, 5:00 p.m. at City Hall
- City Council Mtg., 11/8/21, 7:00 p.m. at City Hall

ADJOURNED: Council Member Catten moved to adjourn the meeting at 9:52 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

APPROVED: _____ Date
Jeff Silvestrini, Mayor

Attest: _____
Elyse Sullivan, City Recorder

DRAFT

Elyse Sullivan

From: LYNDA <[redacted]
Sent: Monday, October 25, 2021 7:09 PM
To: Cheri Jackson; Elyse Sullivan
Subject: Billboards: Please Read at 10/25 Meeting

Dear Cheri Jackson, Bev Uipi, Sylvia Catten, Dwight Marchant, and Jeff Silvestrini,

I am writing to you in hopes that you will reconsider your position on the Reagan billboards that are being proposed to be in the Millcreek Commons.

I'm one of the few people on the Millcreek Community Council that voted against the proposal, but I know that other Council members from other Community Councils have expressed that they would change their vote if possible. The presentation from the planning department was very convincing for a positive recommendation, but even at that point, I could see the negative aspects of the proposal, such as a 40-year commitment and (most importantly) changing our General plan & ordinances to accommodate one company. It seems as though pieces of Millcreek have been sold to the highest bidder, even if somebody else owned the land. 75 ft apartment buildings are being built even though people have said they don't want to be another downtown or Sugarhouse. The many hours that the public has spent putting into what they would like Millcreek to be is being wiped out faster than they can complain.
The man-hours spent trying to create a contract that the majority of the people don't want is outrageous. The planning department should be working for the people and should be open and transparent at all times. The planning department should have provided honest valuations of traditional and digital billboards and should have attempted other means of solving the problem.
These employees of the City are being paid well and should make sure the public is informed.

As elected government-paid leaders, you should be representing the people. I know you can't make all the people happy all the time, but you should be able to take care of the majority. The majority don't want digital billboards.

Thank you,
Lynda Bagley-Gibson

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Elyse Sullivan

From:	Erin McCormack <[redacted]
Sent:	Monday, October 25, 2021 6:00 PM
To:	Silvia Catten; Dwight Marchant; Cheri Jackson; Bev Uipi; Elyse Sullivan
Cc:	Erin McCormack
Subject:	Digital billboards: please read aloud in the 10/25 City Council meeting

Dear City Council members,

I am not new to the topic of billboards in Millcreek. I was present and involved 18 months ago when billboard ordinances were changed by the City Council, and have attended meetings for the current proposal, though virtually, due to Covid.

My opposition to these digital billboards is the result of lengthy consideration. I share the Planning Commission's many concerns about this arrangement, and have additional concerns:

1) If the City Council overturns in October 2021 what they did with billboards in February 2020 (even in part), not to mention overriding the still-new General and City Center Master Plans, it will signal that Millcreek ordinances are written in pencil, subject to revision at all times. This creates distrust in the Council, the process, our ordinances, and our formal plans.

2) Creating an exception to allow for the three billboards in question will open the door to future exceptions outside of the city center. Reagan will likely cite this exception as precedent to justify more, as is their way. This is a very slippery slope. Approving this proposal will likely have implications beyond the city center.

3) Decisions have been made based on inaccurate information. In presentations, the cost of the city buying out the 33rd South billboard was stated to be at least $1,000,000, a major expense that was presumably a factor in the community councils' positive recommendations for this proposal. They should be given the accurate amount of $397,000 and the opportunity to vote again. As a side note: Fair market value should have been determined by a third party before the city presented this proposal; it's quite concerning that our process allows otherwise.

4) If the city anticipates difficulty making bond payments due to the cost of the city center, including eminent domain costs, scale back non-revenue-generating elements. I would much rather have an area free of intrusive digital billboards than an ice ribbon. We are investing a lot of money in the city center, and sullying it with garish billboards to avoid a $400,000 expense does not make sense.

We will live with these billboards for at least 40 years. There are more options available to us than have been presented. They may be harder and take longer, but are better for Millcreek.

With gratitude for your service and consideration,

Erin McCormack
936 E. Grape Ivy Way

Elyse Sullivan

From: Kali Wall [redacted]
Sent: Monday, October 25, 2021 4:00 PM
To: Elyse Sullivan
Subject: Millcreek City Center - Digital Billboards

Hello Elyse,

I would like my questions and opinions listed below to be stated and recorded during the Millcreek City Council discussion surrounding the digital billboards scheduled for 7pm today, October 25, 2021.

I am against changing our ordinance to allow the digital billboards and I do not want them erected. Some of my concerns and questions are listed below.

Light Pollution - Although it's been lower on the list of Environmental Health Initiatives and therefore difficult to find funding for research surrounding light pollution, there are still studies out there that are looking at correlation between light pollution and increased health risks such as links to breast cancer, inadequate hormonal balances, circadian disruptions, etc (Chepesuik, 2019). These electronic billboards would be surrounded by various housing developments and suburban neighborhoods who could be at a health risk with these electronic billboards so close to these developments. The city employees have argued that light will be reduced by replacing the current billboard with a digital billboard. Please remember that by eliminating both of them, the light pollution concern is no longer an issue.

According to the Millcreek Newsletter, "Millcreek Common is being paid for by a $20 million municipal bond. The city is making the bond payments from the property tax increment being generated by the new developments in the area without tapping into Millcreek's general fund budget. So basically, the developers are paying for Millcreek Common." Do these "developers" include the housing developers? Could this potentially put the onus on these property developers if there are health risks developed by these electronic billboards? These developers could easily help offset the $397,000 price tag for removing the static billboard impeding construction.

Driver Safety Concerns - Studies have shown that there is an increased risk of driver safety when there are electronic billboards near roads (Cui, et al, 2020) . With Utah's already not-so-great reputation of driving, this is definitely a concern, especially with roads near heavily used walkways for pedestrians (which I'm guessing the City Center would increase pedestrian traffic). Our city planners said that the studies they read argue there are no safety risks, but these studies were all paid for by billboard companies and that the studies that show absolute safety risk were independent studies. Please don't believe institutions that create evidence to prove their own point.

Smaller Business Initiatives - Reagan Outdoor Advertising is the billboard company chosen for these billboards. Although this company was founded here in Salt Lake, it's grown substantially and has locations in 6 other states. Wouldn't it be more beneficial to Millcreek's economy to utilize a local company? Perhaps a smaller business or even a BIPOC owned advertising agency to work with the residents here on what advertising methods work best here? Someone who also has a stake in our local city?
Reagan Outdoor Advertising claims they give back, but according to their website, they haven't "given back" to any local initiatives that I could find. Instead they have donated to the elections campaigns of 4 out of 5 people who sit as our City Council.

As someone who is from Utah and loves living in Millcreek, I want to be on the right side of progress. I do not believe these digital billboards fit into our vision for this city or city center.

Thank you.

(Sources Cited if needed are below)

https://millcreek.us/DocumentCenter/View/2530/MC-News-Sep-2021-Digital

https://ascelibrary.org/doi/full/10.1061/JTEPBS.0000293

https://ehp.niehs.nih.gov/doi/full/10.1289/ehp.117-a20

https://ieeexplore.ieee.org/abstract/document/6704454

https://millcreek.us/DocumentCenter/View/2530/MC-News-Sep-2021-Digital

Elyse Sullivan

From: Kate Kopischke <kate@scenicutah.org>
Sent: Monday, October 25, 2021 6:38 PM
To: Elyse Sullivan
Subject: Public Comment on digital billboard proposal, for reading into the record at tonight's City Council Meeting

*From Kate Kopischke (pronounced **Co-pish-key**)*
Director of Scenic Utah

Scenic Utah – a statewide nonprofit that works to protect our viewsheds and hold visual polluters accountable – shares the concerns about this digital billboard proposal that many Millcreek residents have expressed to our organization. We have received scores of letters and phone calls, listened to public comments at City Council and Planning Commission meetings, and have read hundreds of comments posted on social media over the past several months.

From our perspective, there is a basic question facing Millcreek citizens and their leaders. Are they willing to approve a nominal increase in the cost of the multi-million-dollar City Center – to keep it free of highway-sized digital billboards that flash all day and most of the night? Or would they rather accept this trade and live with digital billboards in Millcreek Common for the next several generations, and probably longer?

Millcreek's picturesque setting, and the stunning mountain canyon that lies to the east, are sources of pride for residents, and the envy of visitors from around the state and world. Since well before the city incorporated, Millcreek-area residents have been increasingly vocal about their desire to reduce the visual pollution that has proliferated along the their thoroughfares.

We appreciate that Millcreek City wants to reduce the overall number of billboards. But this proposed static-for-digital exchange, which adds six digital sign-faces in exchange for 10 static faces, hardly seems like a win for the city. Certainly the many residents who oppose this plan do not see it as such.

We also understand the challenges Millcreek faces in negotiating with a powerful billboard industry leader that has state laws on his side. As city leaders know well, Utah statutes grant super rights and privileges to billboard owners that few, if any other, businesses enjoy, and that no other states in the American West grant to billboard companies.

Millcreek is the most recent victim of these unfair laws that stall or even prevent re-development projects, and that divide communities and pit residents against one another.

But even with the billboard-friendly state statutes, cities can still say NO when it comes to billboard proliferation and industry's insistence on digitizing. It may cost taxpayers a bit more to refuse industry's advances, and refuse to be held hostage by one-sided agreements that favor industry over communities and the environment.
But more and more cities are deciding it is a cost worth incurring.

The recent appraisal of the billboard at 1333 East 3300 South, which came in at a fraction of the $1.2 million-dollar, industry-proposed figure the city has been quoting, should put the option of a condemnation process back on the table.

If residents and city leaders are clear about their options, and the city determines a fair-market price, then maybe a buy-out of the billboard is preferable to living for the next 40-plus years with flashing digital billboards that people never wanted in the first place. Maybe paying to take it down would constitute an appropriate, and appreciated, use of public money.

Even if a condemnation process drags on, many development projects find they can begin construction and work around a problem billboard until the valuation issue is resolved.

Millcreek City should consider saying NO, rather than acquiescing to this industry-friendly deal.

Maybe it's a question that should be put to Millcreek voters.

Kate Kopischke
Scenic Utah
[redacted]

Elyse Sullivan

From: Ian Wright <[redacted]
Sent: Monday, October 25, 2021 3:57 PM
To: Francis Lilly; Cheri Jackson; Dwight Marchant; Bev Uipi; Silvia Catten
Cc: Elyse Sullivan
Subject: City Council Meeting/Digital Billboard Plan

Hello Members of the Millcreek City Council,

My name is Ian Wright, and I am a resident of Millcreek and live in Mount Aire Acres. I am also a member of the City Planning Commision. I am reaching out as a resident to reinforce the recommendation made by the City Planning Commision in opposition of the digital billboard plan proposed by the City of Millcreek.

Living in one of the city neighborhoods that will and is most affected by the City Center and its development, I am very excited and optimistic about much of it. But I have been extremely frustrated by the idea of digital billboards in our city center, especially the negative impact it will have on my own neighborhood, both in terms of property values and the unrelenting digital light that we will be subjected to. It is very clear to me from the amount of people who have shown up in person at city meetings, sent in letters received by the City Planning Commision, neighborhood social channels, and through discussions with neighbors that there is more than a great deal of opposition to this plan.

I am asking that the City Council consider this significant show of opposition expressed by our city's residents and Planning Commision when making your decision on the digital billboard plan, and do not allow this plan to proceed.

Thank you,

Ian

Elyse Sullivan

From: Dustin Thompson <[redacted]
Sent: Monday, October 25, 2021 6:04 PM
To: Elyse Sullivan
Subject: Read into record for billboard discussion

I want to express my opinion, for what it's worth in the matter as a local resident, as well as pose a question. My question is "What benefit would this project bring to the Millcreek community as a whole and not just those with a private monetary interest?" I can't think of a good answer. Sure, we may benefit from the occasional Amber alert and the like, but that is not the purpose of these billboards. In my opinion they would be yet another protrusion into the local skyline and a further push for the commercialization of a historical neighborhood. The relentless building of high rise complexes and bulldozing of local establishments to be replaced by whatever commercial developers desire is what led my family to leave nearby Sugarhouse and relocate slightly south to beautiful Millcreek. I understand the need for large commercial advertising, however I don't believe the middle of our quaint community is the place. I'm sure I'm not alone in my opinion that neighborhoods of historic brick homes and mountain views don't mesh well with large Las Vegas style panels of flashing lights. Thank you for your time and consideration.