



STAFF MEMORANDUM

From: Brad Sanderson, Current Planning Manager
To: Millcreek City Council
Meeting Date: July 11, 2022

RE: Calla Phase II

Parcels: 16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010

Size: Three (3) acres

Applicant: Allie Platt w/Lotus Development

File No.: ZM-22-009

Request

The Applicant would like to discuss the possibility of rezoning the easterly portion of property, located at approximately 3743 South 900 East, from the Commercial (C-2) Zone to R-M Multifamily Residential Zone.

The project development site currently consists of four separate parcels comprising of three total acres. The applicant would like to rezone approximately two of the three acres to the RM Zone and develop it as strictly residential attached housing (likely townhomes). The remaining one acre abutting 900 East is proposed as being developed as mixed used, comprising of live/work units oriented towards 900 East with an approximate 3,000 square foot commercial building near the northwest corner of the site.





Millcreek Planning and Zoning

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

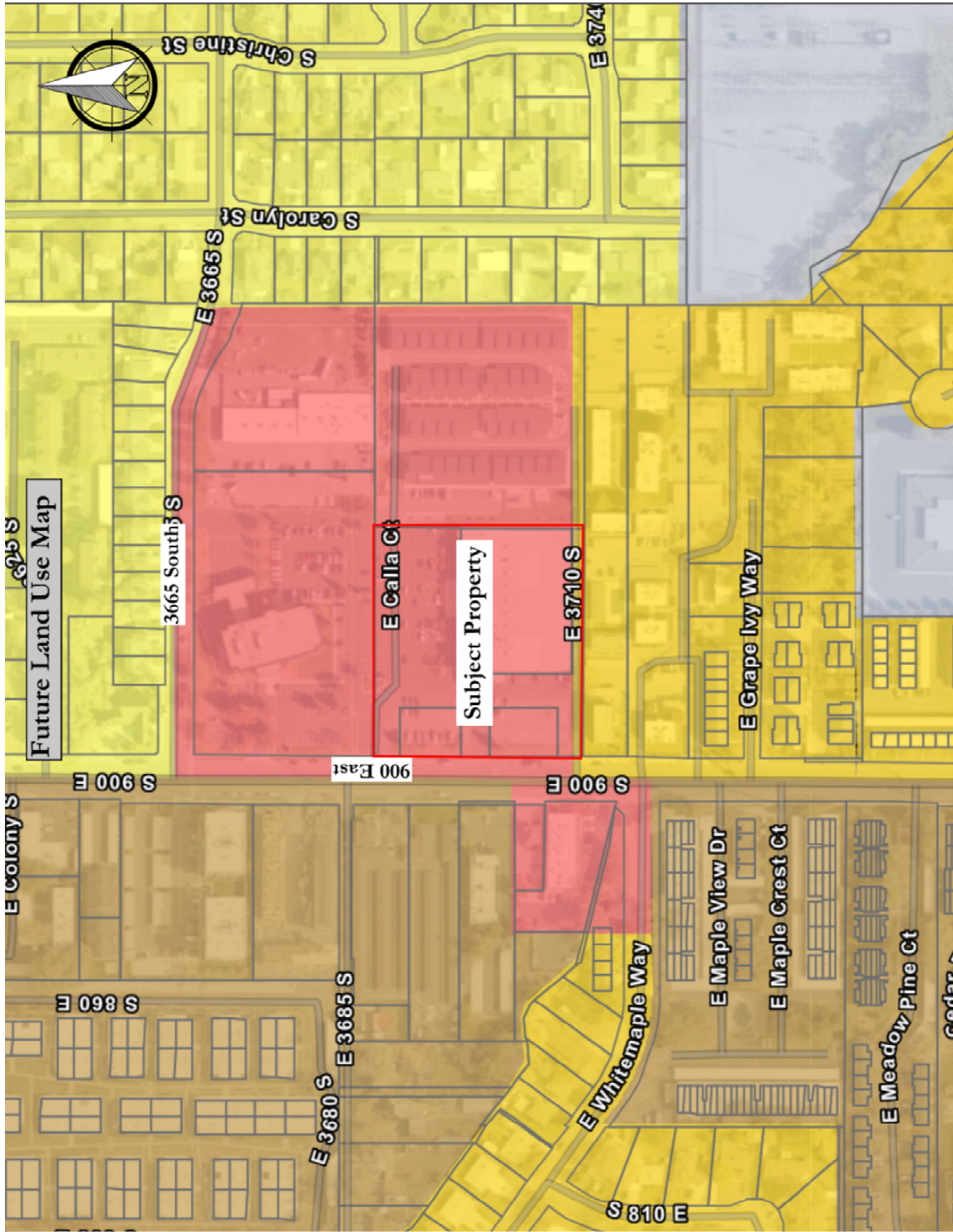
- The property is considered a mid-block parcel and currently competes with other commercially zoned properties located at key intersections to the north and south and elsewhere throughout the City, whereupon good or significant amount of commercial at this location may be challenging to sustain.
- Most mid-block properties located within the commercial zone and located along 900 East have since been redeveloped as non-commercial uses.
- If the City chooses to not change the zone, there is a chance that one or more commercial users may eventually occupy the site. On the other-hand, there is a possibility that the site will either remain vacant for some time or the site could be occupied with certain uses as permitted within the commercial zone, which may generate little to no sales tax, (i.e. storage units, churches, etc.).
- Lotus Development currently owns, or has under contract, the entire three acres of property and has developed property within the nearby vicinity; included the property located immediately to the east (a.k.a. Calla Phase I).
- As part of a zone application, both the City and Developer could enter into an agreement so as to better ensure the type and quality of the development that would occur, if a zone change were to be considered.

The applicant presented the below concept during a neighborhood meeting, which was not well received.





Future Land Use Map





A1 PROJECT RENDERING

SCALE: NTS



Project:

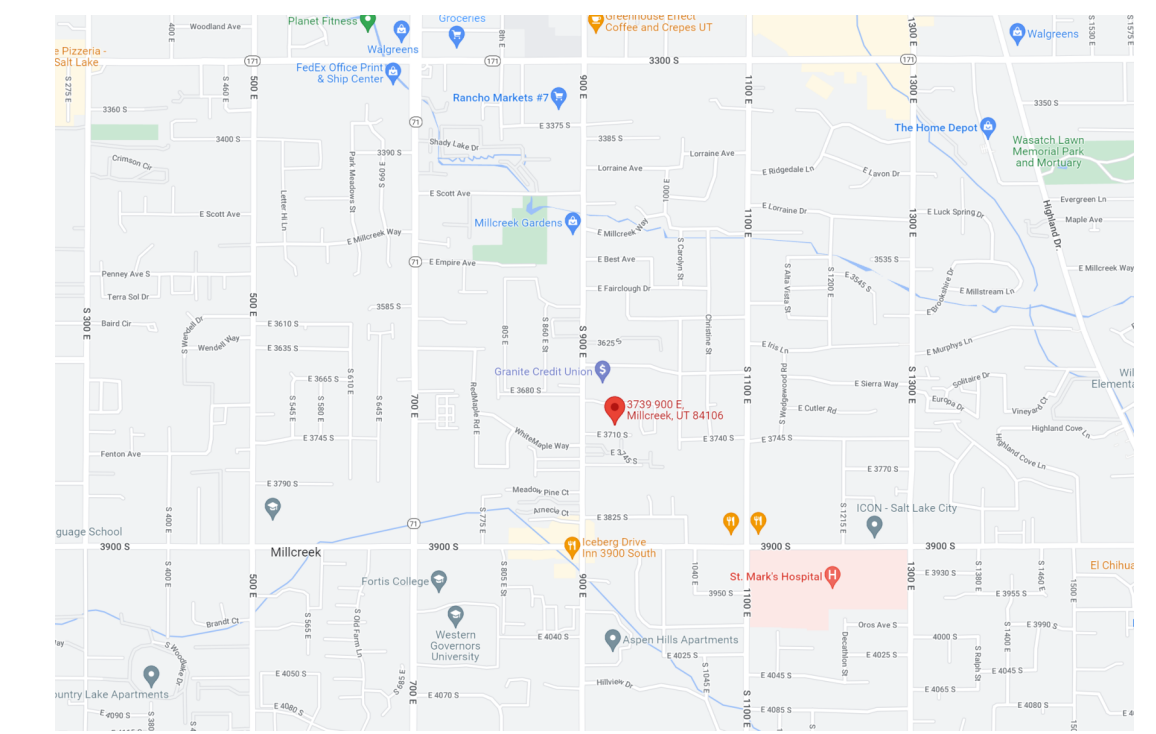
CALLA HOMES PHASE 2

Document Date:

rev. date remark

Rendering

-0.0



LOT AREA
3 ACRES (130,698 SF)

SQUARE FOOTAGE CALCULATIONS

COMMERCIAL SPACES
GROUND FLOOR SQ. FT. = 13,044 SQ. FT.
COMMERCIAL/RETAIL SQ. FT. = 3,000 SQ. FT.
LIVE/WORK SPACE = 3,780 SQ. FT.
(EACH UNIT) = 5,780 SQ. FT. (44.3% OF GROUND FLOOR)

ARCHITECT
JSF LLC
490 WEST 650 SOUTH
LAYTON, UT 84041

**CALLA PHASE 2
DEVELOPMENT**
3739 SOUTH 900 EAST
MILLCREEK, UT



**BUILDING
TYPE 'C'**

RMF ZONE
3,160 SF
40% OPEN SPACE = 1,264 SF
ALLOWABLE UNITS = 1

**BUILDING
TYPE 'D'**

RMF ZONE
90,773 SF
40% OPEN SPACE = 36,310 SF
ALLOWABLE UNITS = 45

**BUILDING
TYPE E**

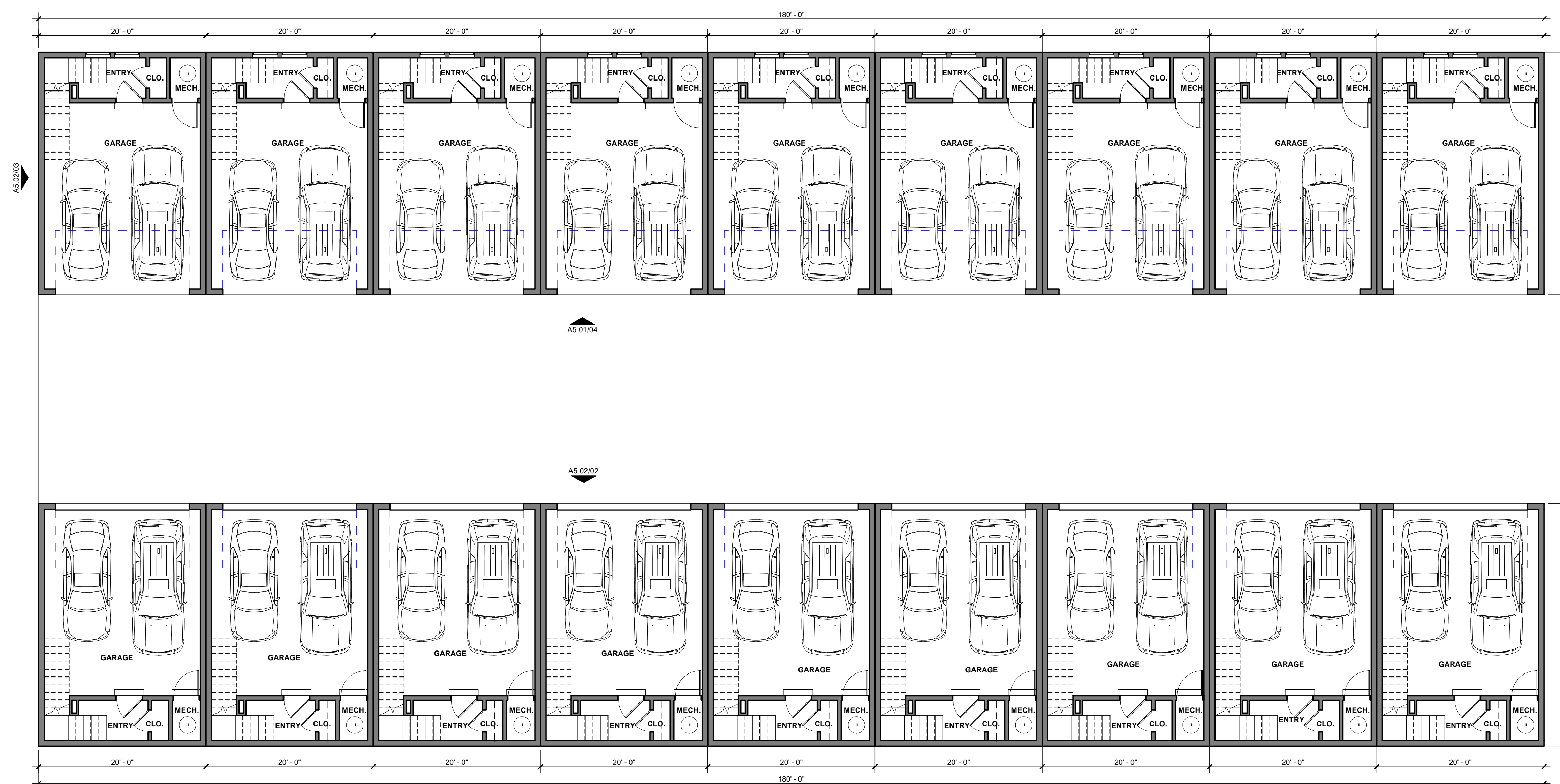
01 SITE PLAN
1" = 20'-0"

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
07/01/2022
ISSUE
**SCHEMATIC
DESIGN**
SHEET TITLE
SITE PLAN

SHEET NO.
A1.01



01 BUILDING 'A' BASMENT
 1/8" = 1'-0"

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
04/22/2022
 ISSUE

SHEET TITLE
**BUILDING TYPE
 'A' FLOOR
 PLANS**
 SHEET NO.

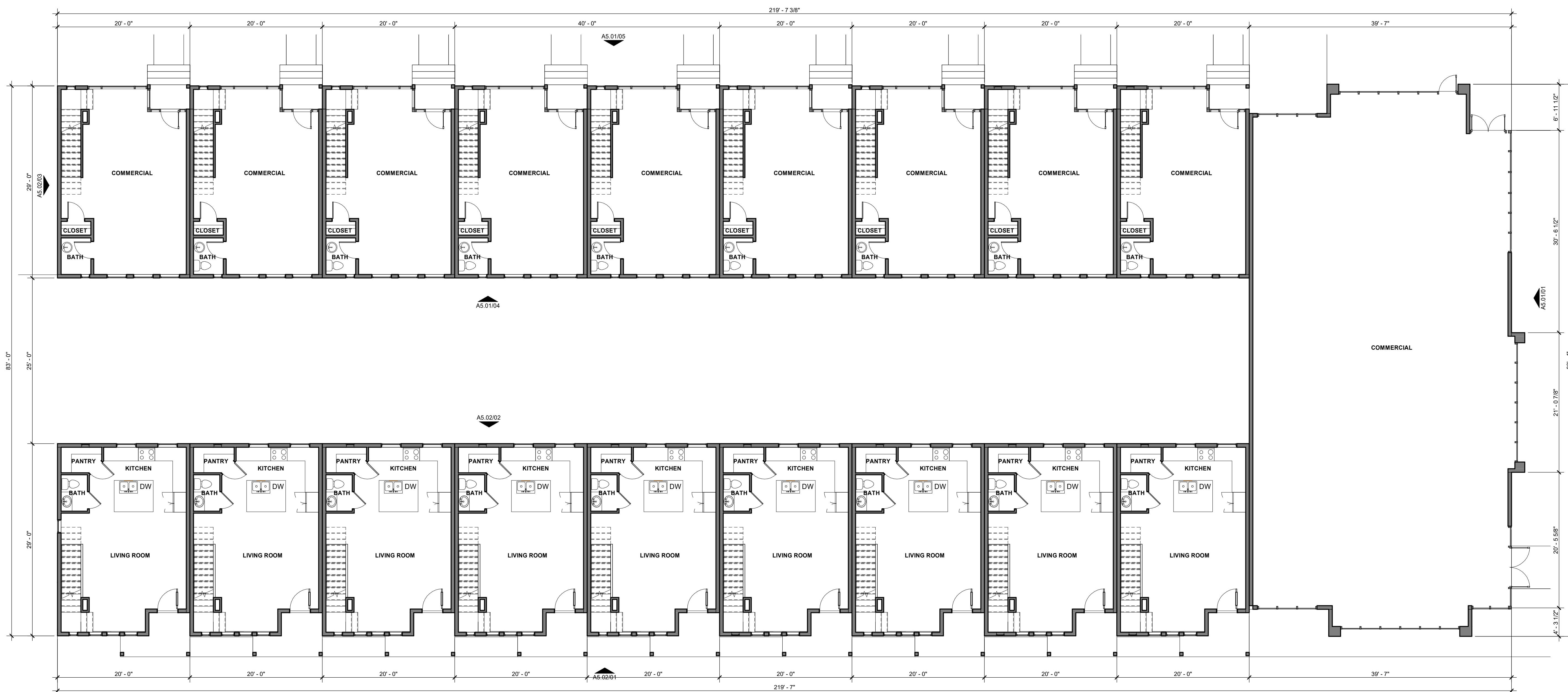
A2.01

REVISION NO.	DESCRIPTION	DATE

DATE
04/22/2022
 ISSUE

SHEET TITLE
**BUILDING TYPE
 'A' FLOOR
 PLANS**
 SHEET NO.

A2.02



01 BLDG 'A' MAIN LEVEL
 1/8" = 1'-0"

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
04/22/2022
 ISSUE

SHEET TITLE
**BUILDING TYPE
 'A' FLOOR
 PLANS**
 SHEET NO.

A2.03



01 BLDG 'A' SECOND LEVEL
 1/8" = 1'-0"

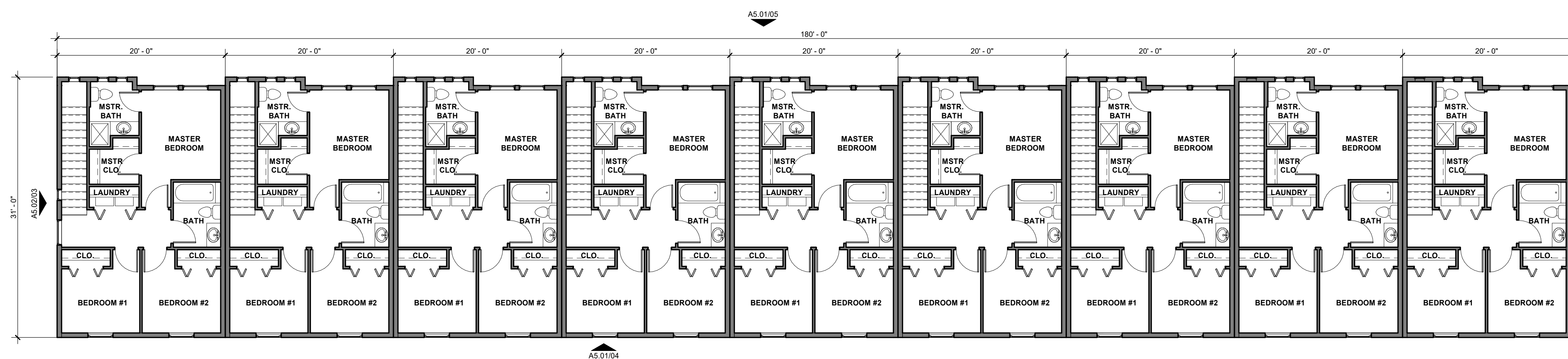
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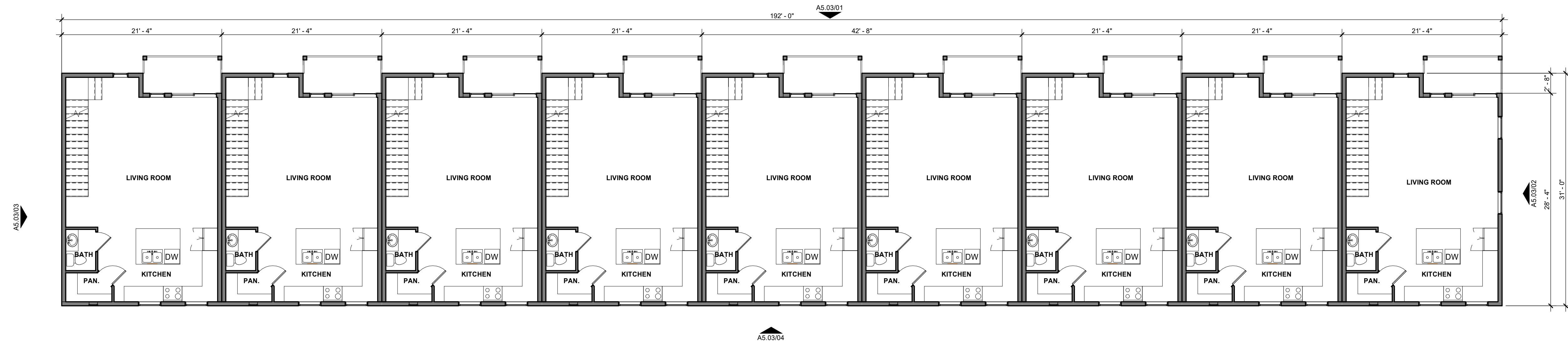
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04/22/2022
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 PLANS**
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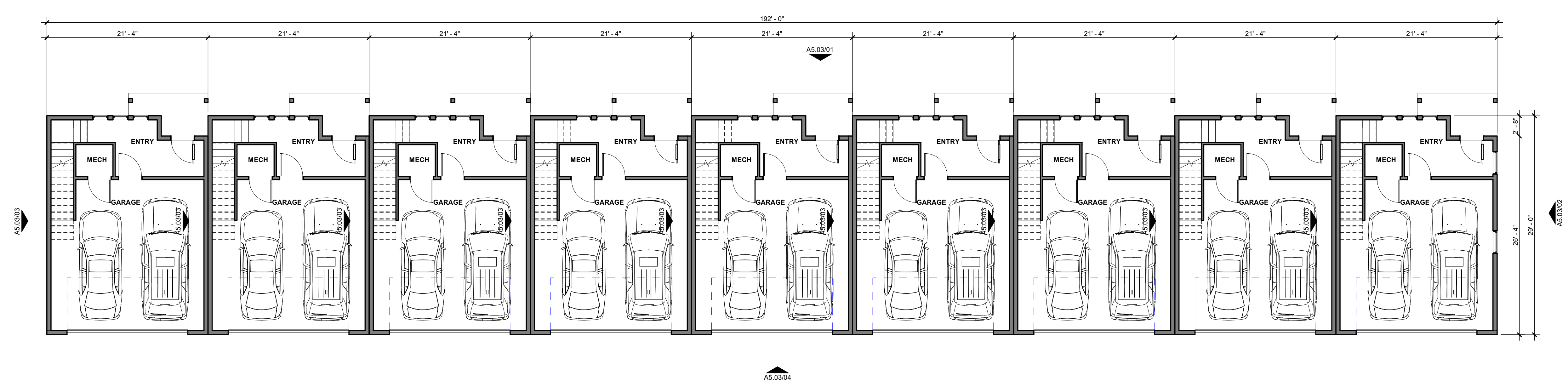
A2.04



01 BLDG 'A' THIRD LEVEL
 1/8" = 1'-0"



02 BLDG 'B' SECOND LEVEL
 1/8" = 1'-0"



01 BLDG 'B' MAIN LEVEL
 1/8" = 1'-0"

STAMP

REVISION NO.	DESCRIPTION	DATE

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04/22/2022
 ISSUE

SHEET TITLE
**BUILDING TYPE
 'B' FLOOR
 PLANS**
 SHEET NO.

A2.05

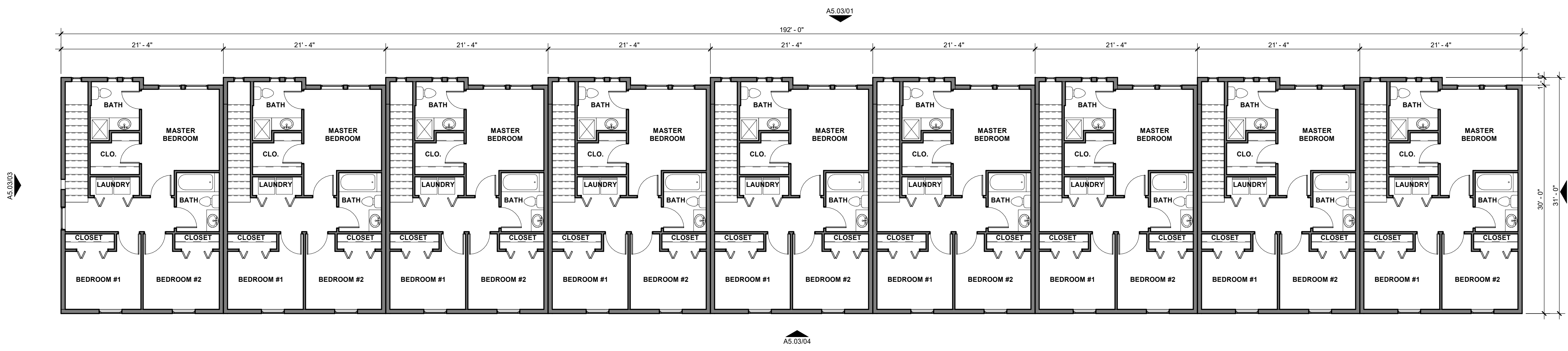
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REVISION NO.	DESCRIPTION	DATE

DATE
04/22/2022
 ISSUE

SHEET TITLE
**BUILDING TYPE
 'B' FLOOR
 PLANS**
 SHEET NO.

A2.06



01 BLDG 'B' THIRD LEVEL
 1/8" = 1'-0"

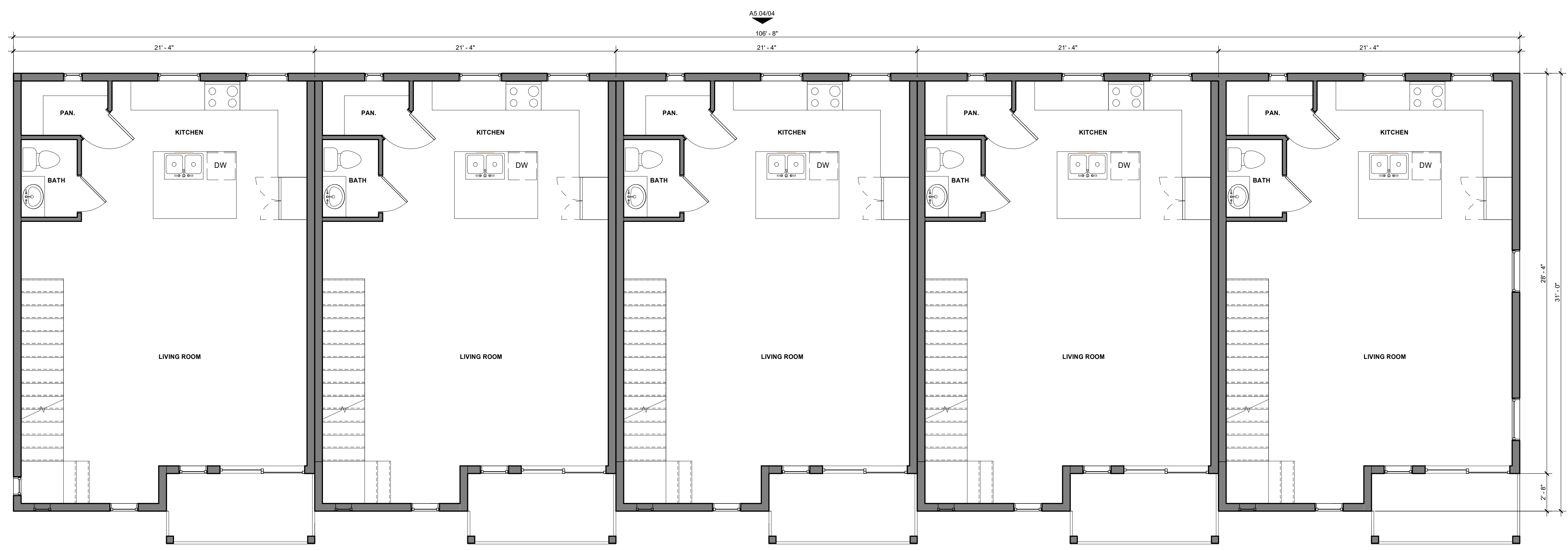
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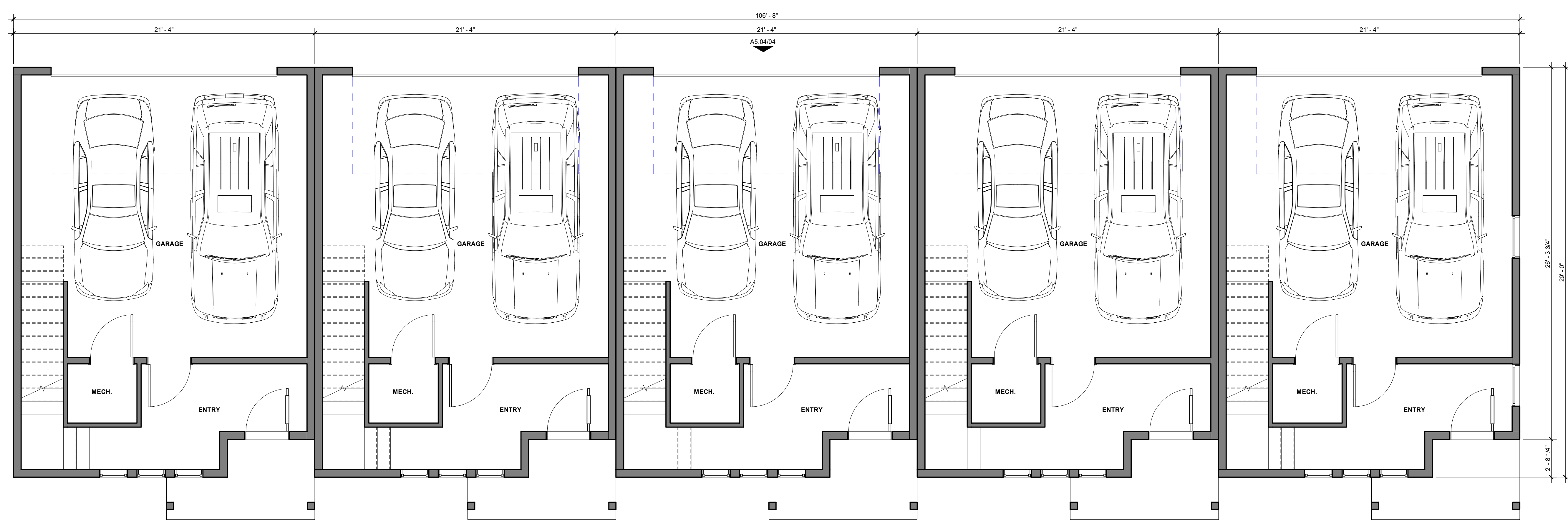
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04/22/2022
 ISSUE

SHEET TITLE
**BUILDING TYPE
 'C' FLOOR
 PLANS**
 SHEET NO.

A2.07



02 BLDG 'C' SECOND LEVEL
 1/4" = 1'-0"



01 BLDG 'C' MAIN LEVEL
 1/4" = 1'-0"

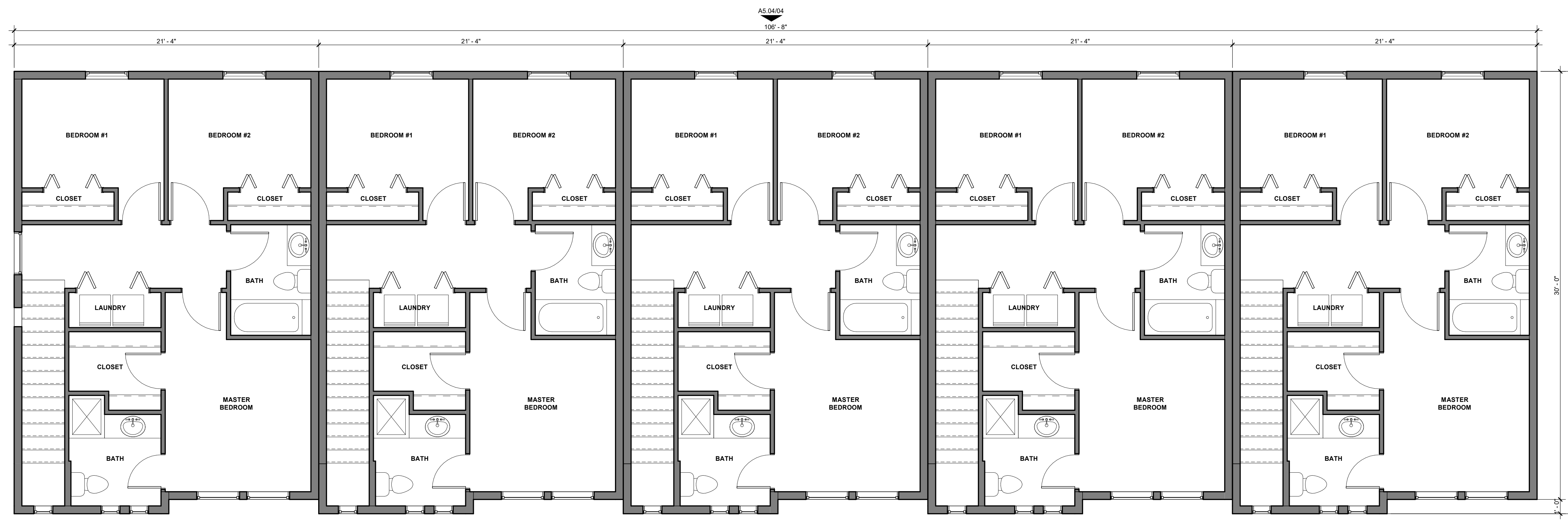
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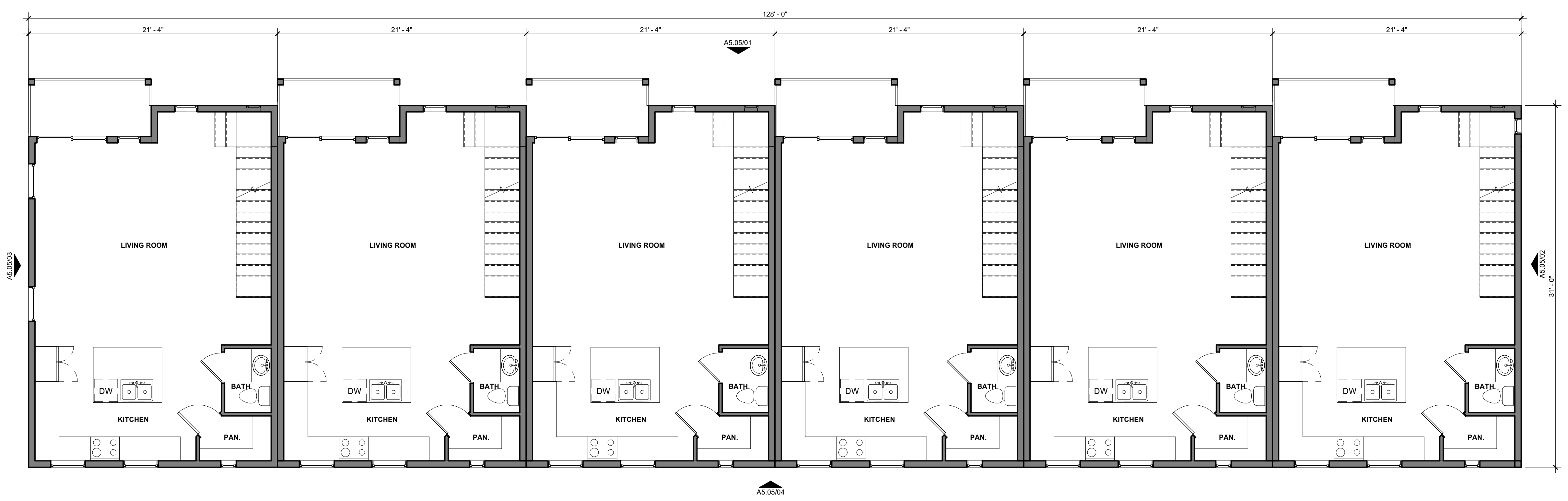
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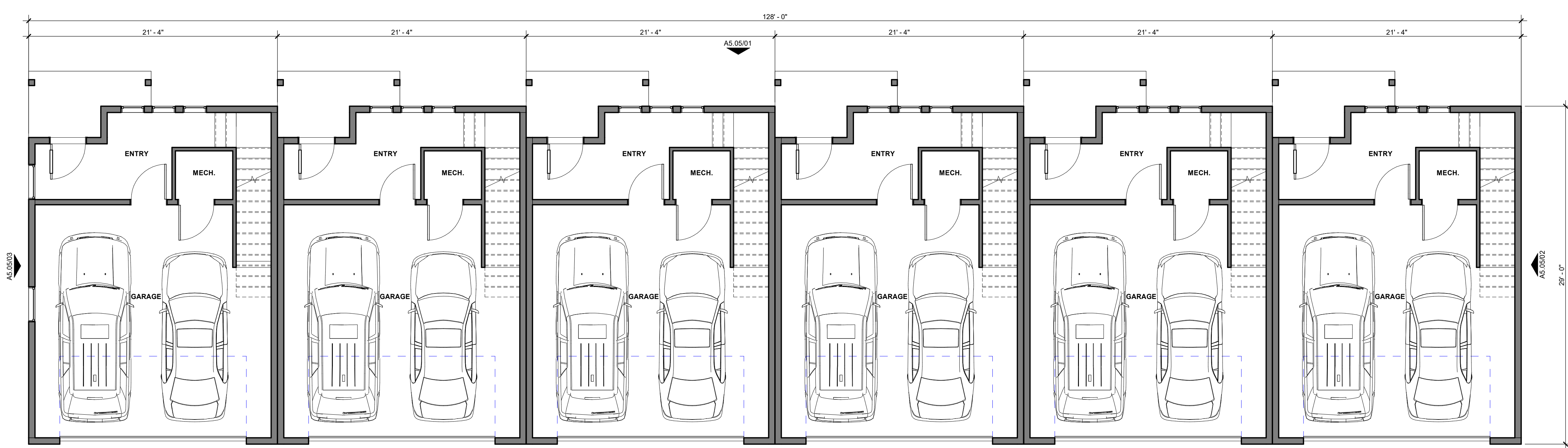
A2.08



01 BLDG 'C' THIRD LEVEL
 1/4" = 1'-0"



02 BLDG TYPE 'D' SECOND LEVEL
 3/16" = 1'-0"



01 BLDG TYPE 'D' MAIN LEVEL
 3/16" = 1'-0"

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
07/01/22
 ISSUE

SHEET TITLE
**BUILDING TYPE
 'D' FLOOR
 PLANS**
 SHEET NO.



01 BLDG TYPE 'D' THIRD LEVEL
 3/16" = 1'-0"

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE **07/01/22**
 ISSUE

SHEET TITLE
BUILDING TYPE 'D' FLOOR PLANS
 SHEET NO.

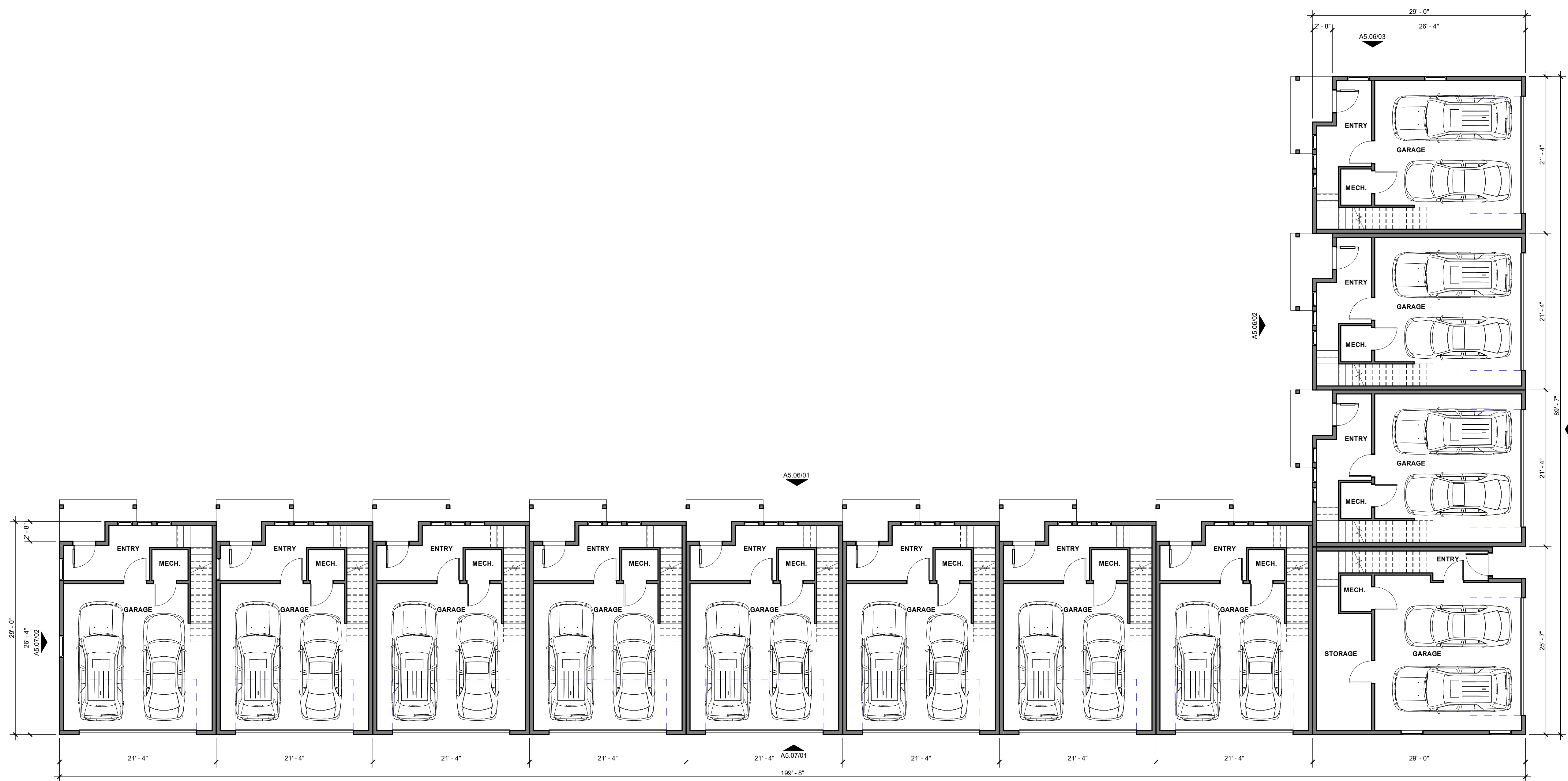
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REVISION NO.	DESCRIPTION	DATE

DATE
07/01/22
 ISSUE

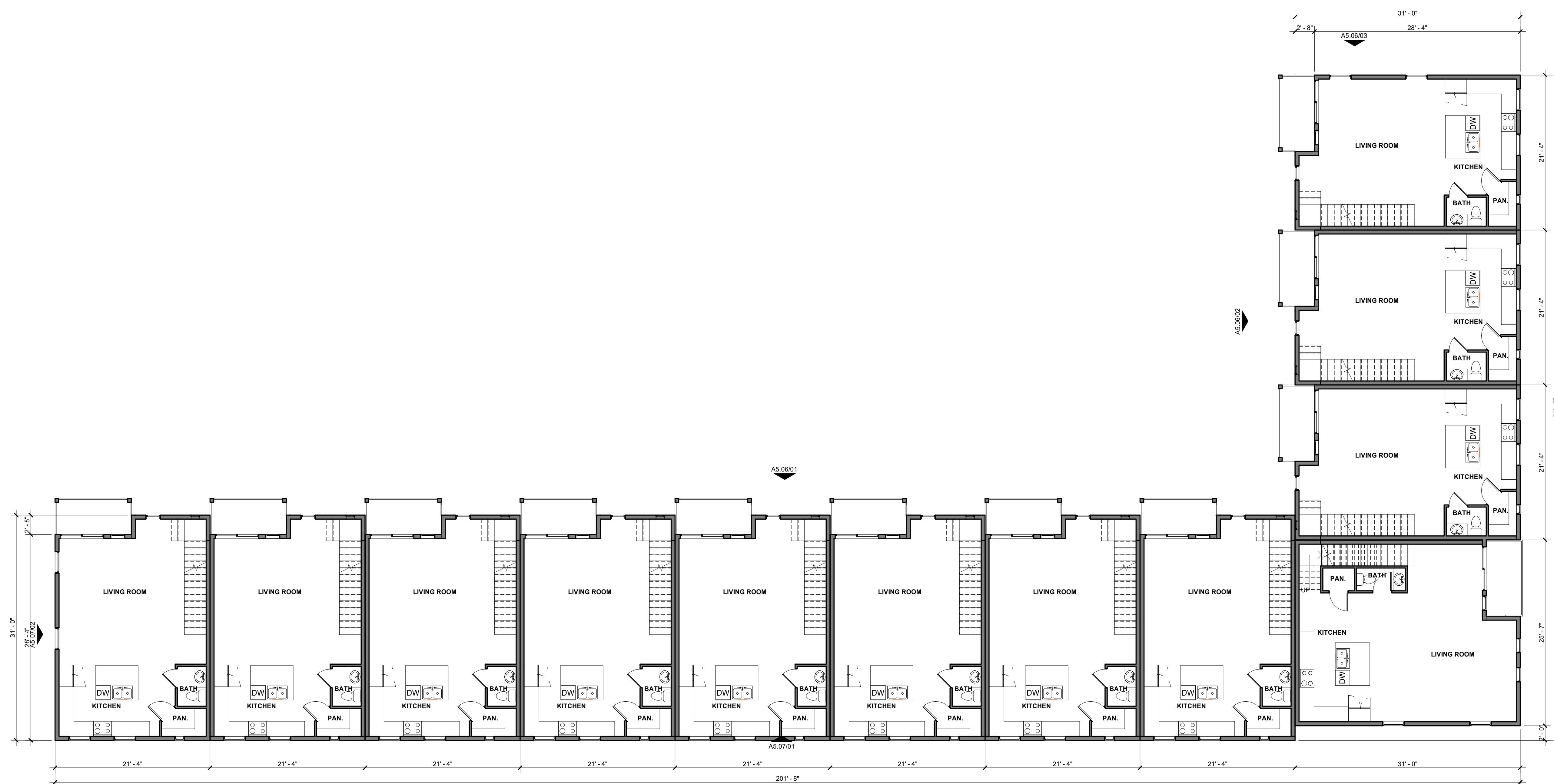
SHEET TITLE
**BUILDING TYPE
 'E' FLOOR
 PLANS**
 SHEET NO.

A2.11



01 BLDG TYPE 'E' MAIN LEVEL
 1/8" = 1'-0"

NO.	DESCRIPTION	DATE



01 BLDG TYPE 'E' SECOND LEVEL
 1/8" = 1'-0"

STAMP

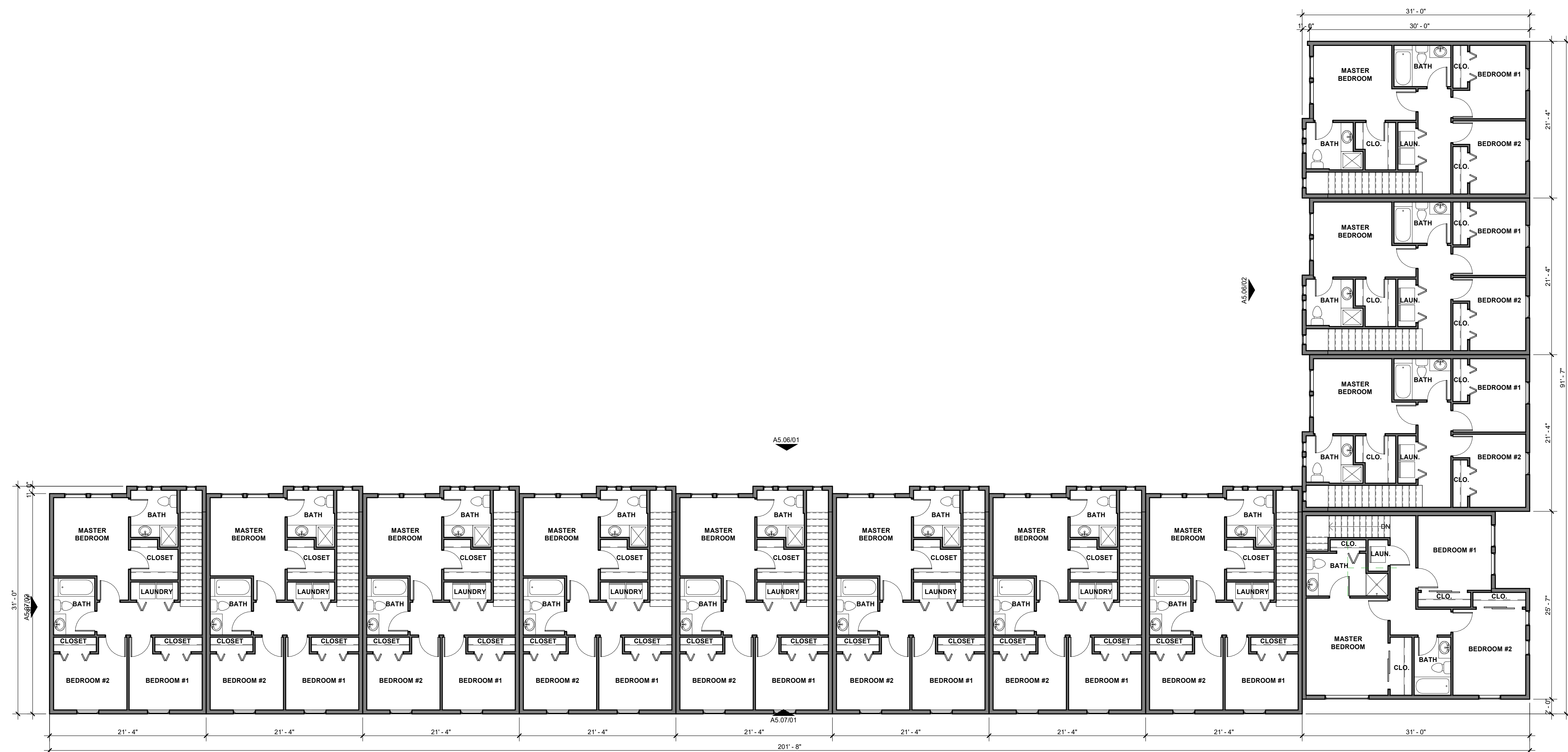
REVISION NO.	DESCRIPTION	DATE

DATE
07/01/22
 ISSUE

SHEET TITLE
**BUILDING TYPE
 'E' FLOOR PLAN**

SHEET NO.

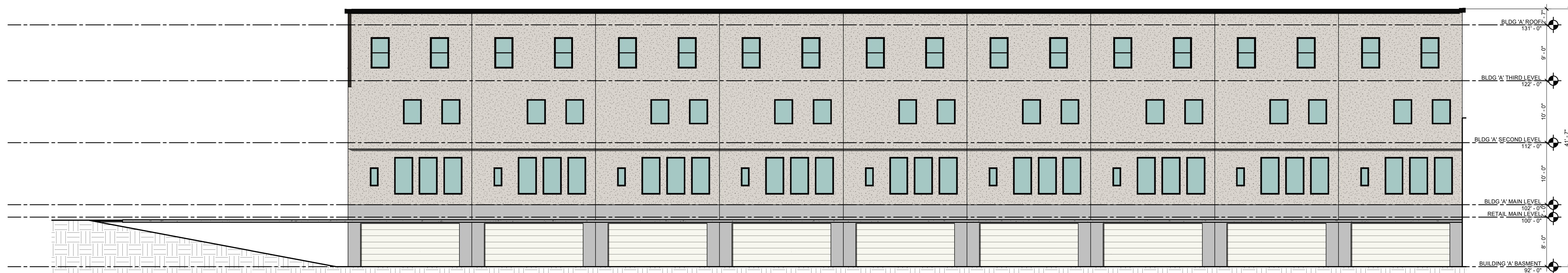
A2.13



01 BLDG TYPE 'E' THIRD LEVEL
 1/8" = 1'-0"



05 WEST ELEVATION - BUILDING 'A'
 1/8" = 1'-0"



04 EAST ELEVATION - BUILDING 'A'
 1/8" = 1'-0"



01 NORTH ELEVATION - BUILDING 'A'
 1/8" = 1'-0"

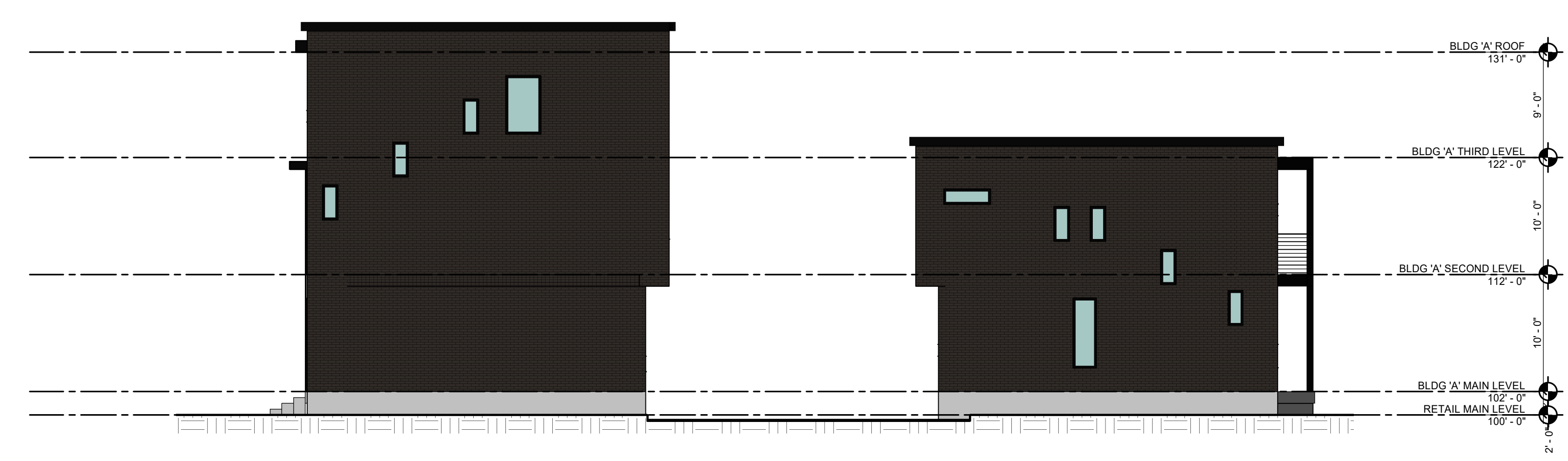
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REVISION NO.	DESCRIPTION	DATE

DATE
04/22/2022
 ISSUE

SHEET TITLE
**BUILDING TYPE
 'A' EXTERIOR
 ELEVATIONS**
 SHEET NO.

A5.01



03 SOUTH ELEVATION - BUILDING 'A'
 1/8" = 1'-0"



02 WEST ELEVATION - BUILDING A
 1/8" = 1'-0"



01 EAST ELEVATION - BUILDING 'A'
 1/8" = 1'-0"

STAMP

REVISION NO.	DESCRIPTION	DATE

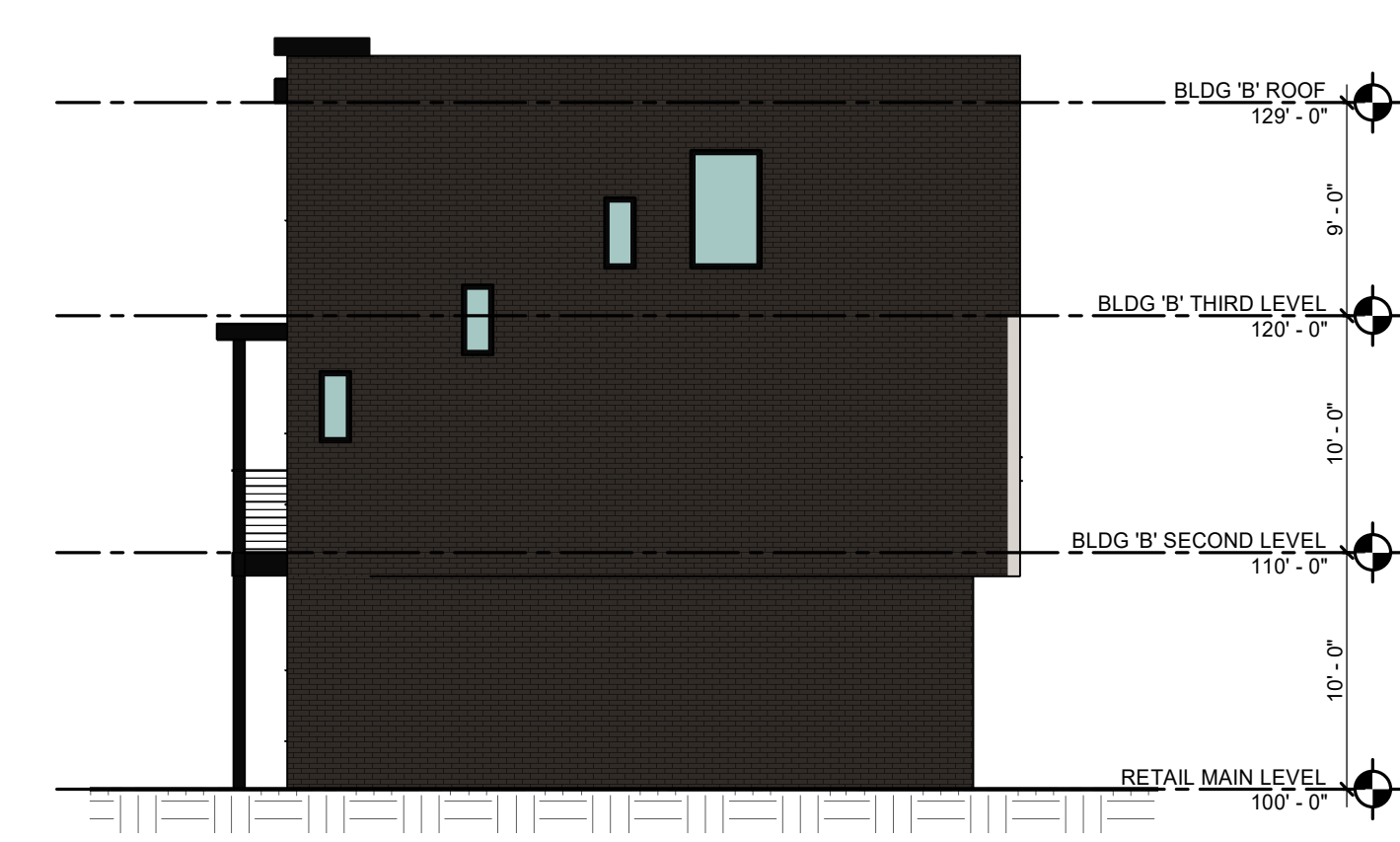
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SHEET TITLE
**BUILDING TYPE
 'A' EXTERIOR
 ELEVATIONS**
 SHEET NO.

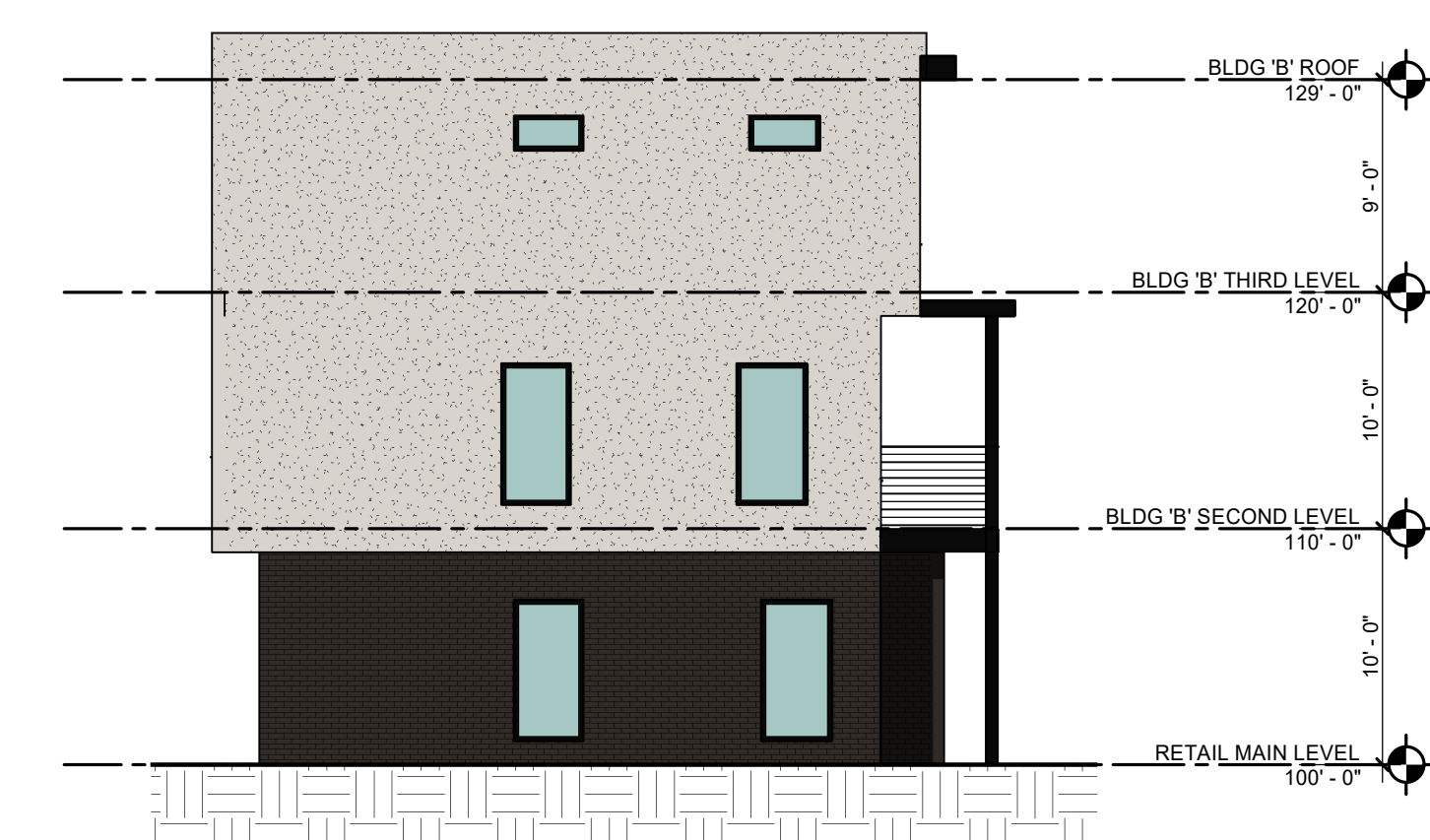
A5.02



04 BACK ELEVATION - BUILDING TYPE 'B'
 1/8" = 1'-0"



03 SIDE ELEVATION - BUILDING TYPE 'B'
 1/8" = 1'-0"



02 SIDE ELEVATION - TYPE BUILDING 'B'
 1/8" = 1'-0"



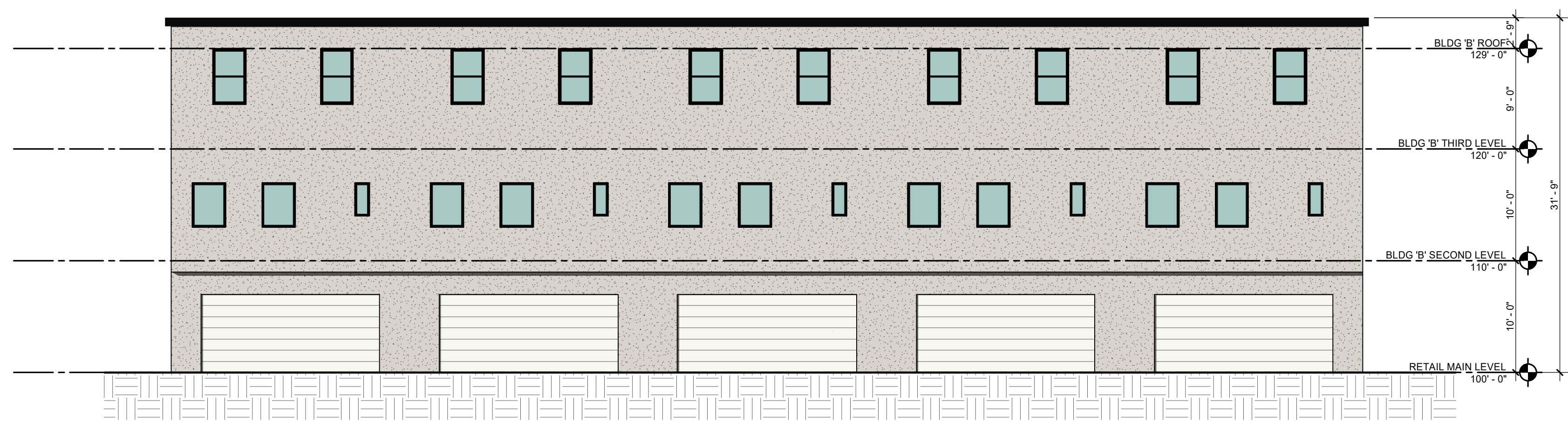
01 FRONT ELEVATION - TYPE BUILDING 'B'
 1/8" = 1'-0"

STAMP

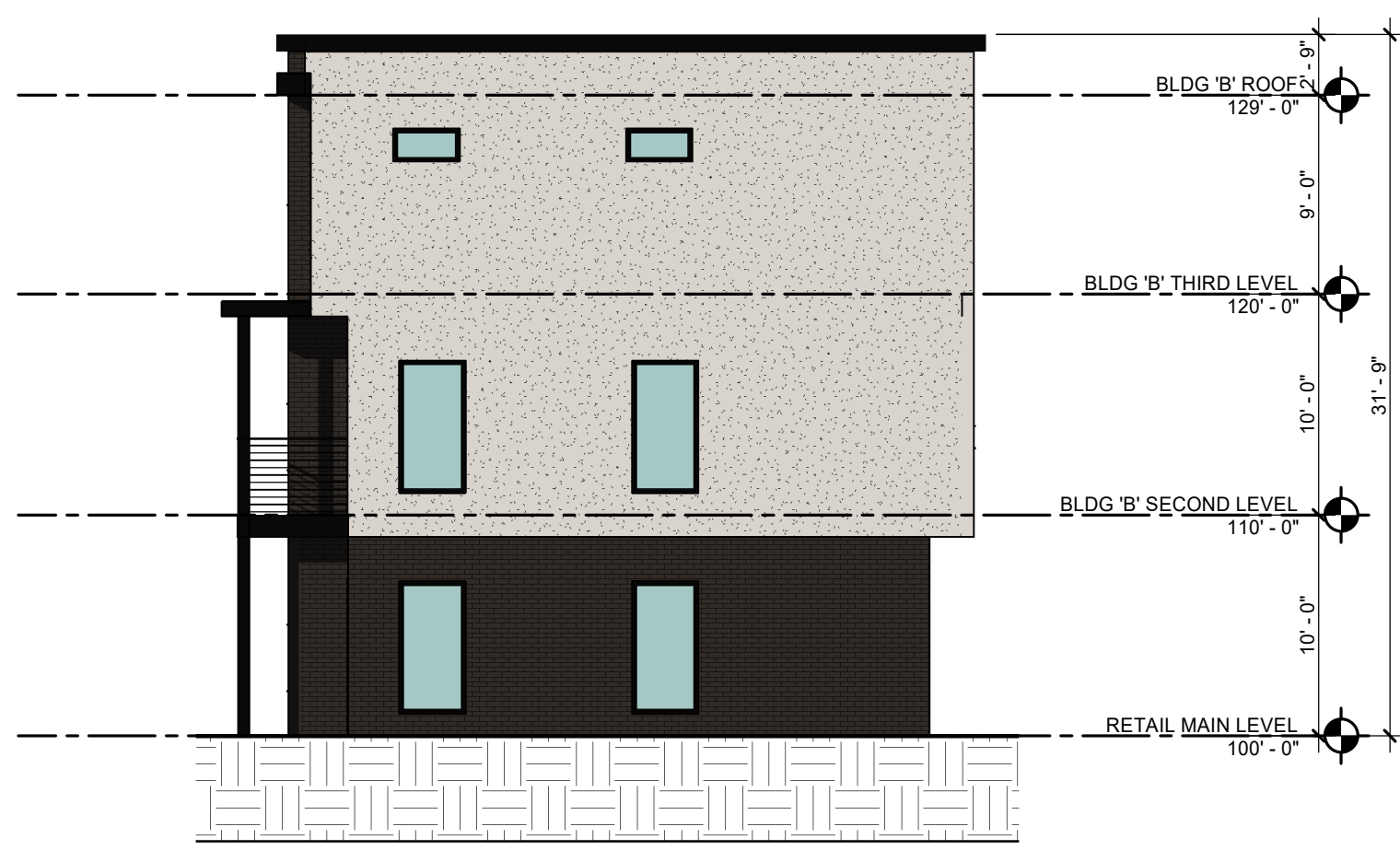
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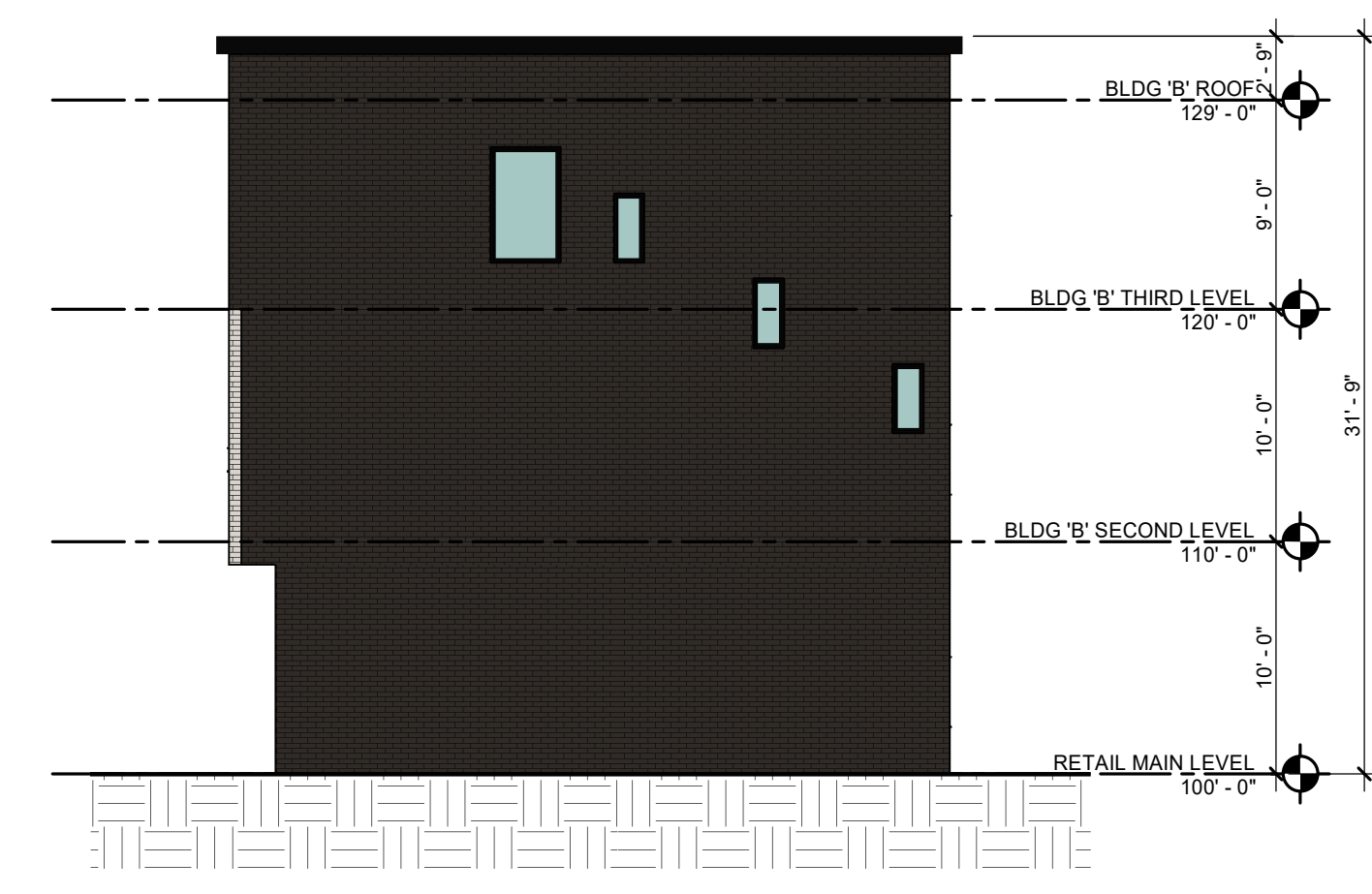
SHEET TITLE
BUILDING TYPE 'B' EXTERIOR ELEVATIONS
 SHEET NO.



04 EAST ELEVATION - BUILDING TYPE 'C'
 1/8" = 1'-0"



03 SOUTH ELEVATION - TYPE BUILDING 'C'
 1/8" = 1'-0"



02 NORTH ELEVATION - BUILDING TYPE 'C'
 1/8" = 1'-0"



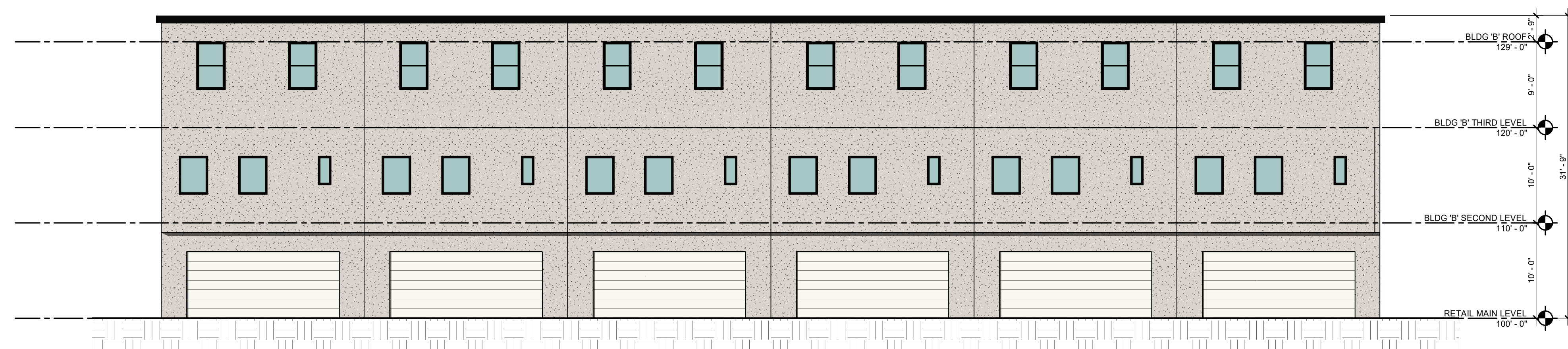
01 WEST ELEVATION - BUILDING TYPE 'C'
 1/8" = 1'-0"

STAMP

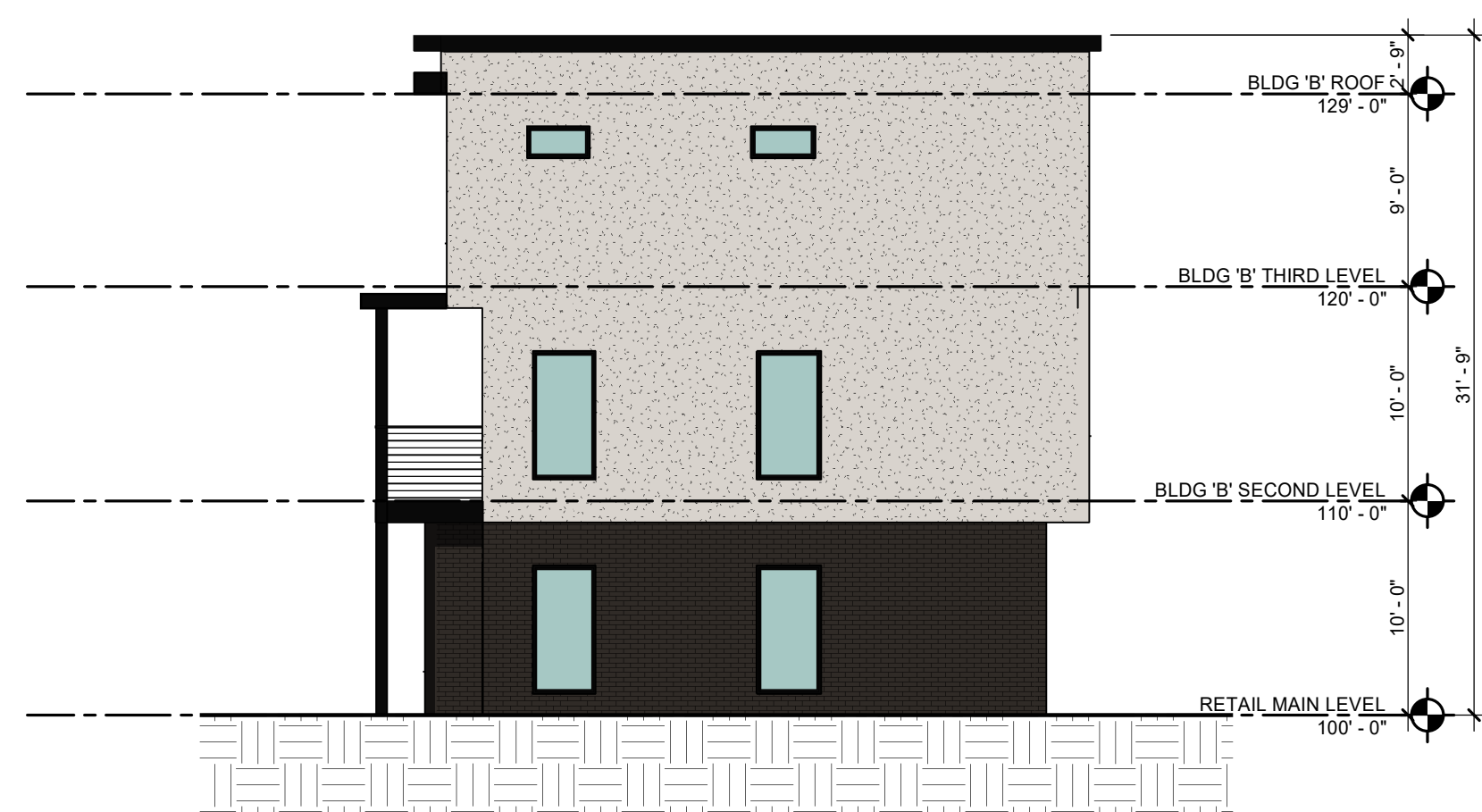
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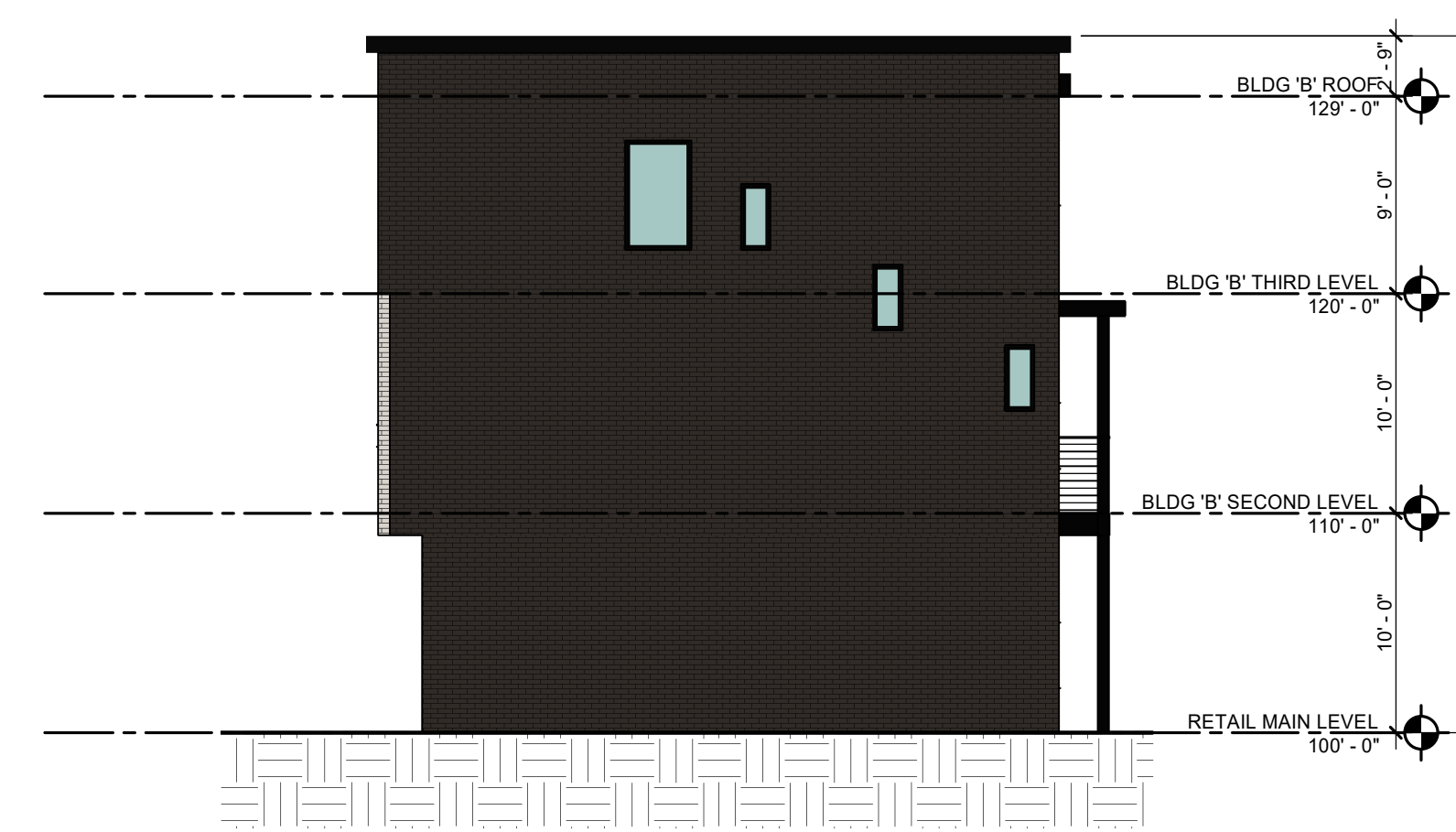
SHEET TITLE
BUILDING TYPE 'C' EXTERIOR ELEVATIONS
 SHEET NO.



04 BUILDING TYPE 'D' - WEST ELEVATION
 1/8" = 1'-0"



03 BUILDING TYPE 'D' - NORTH ELEVATION
 1/8" = 1'-0"



02 BUILDING TYPE 'D' - SOUTH ELEVATION
 1/8" = 1'-0"



01 BUILDING TYPE 'D' - EAST ELEVATION
 1/8" = 1'-0"

STAMP

REVISION NO.	DESCRIPTION	DATE

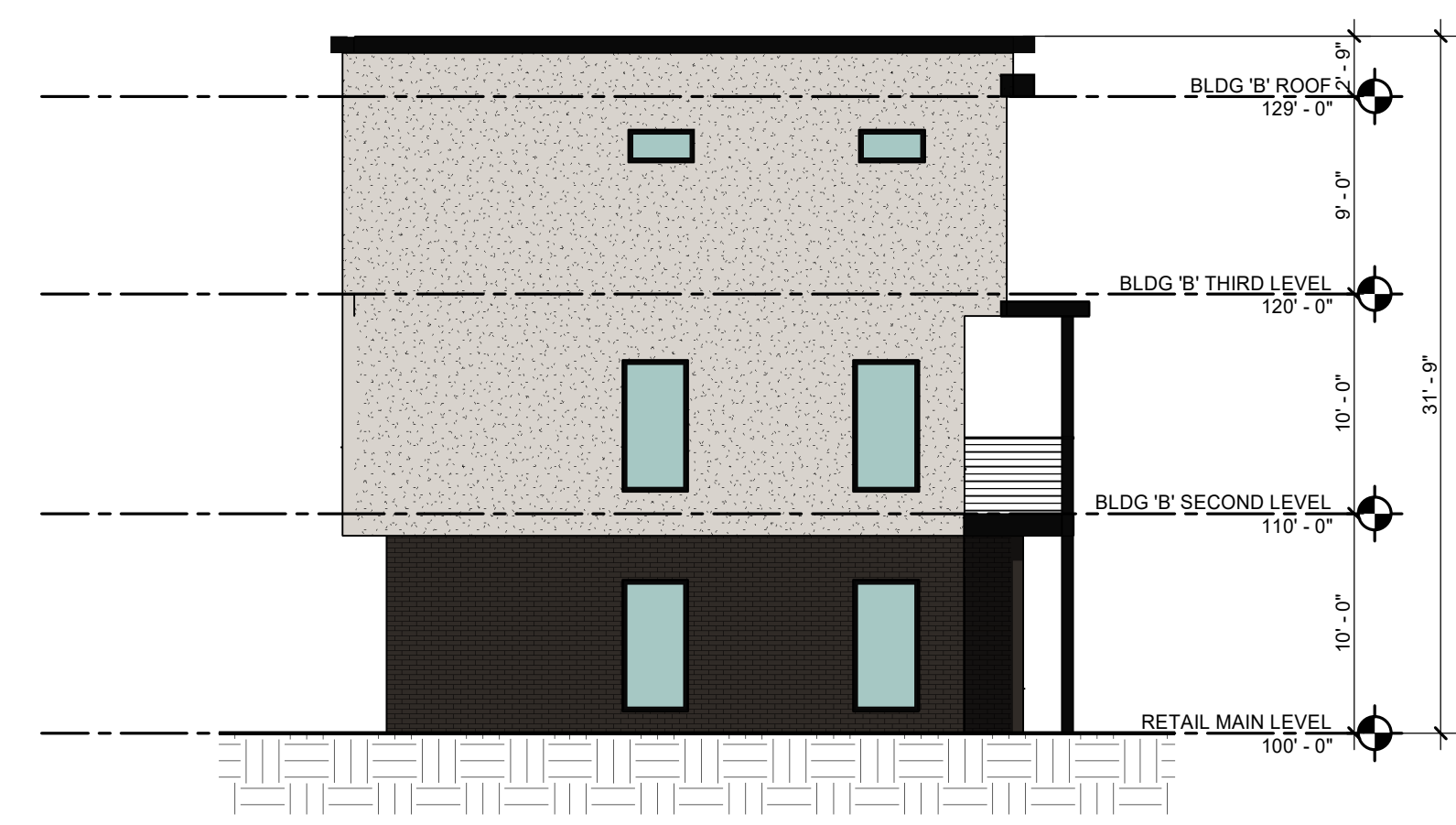
DATE
07/01/22
 ISSUE

SHEET TITLE
BUILDING TYPE 'D' EXTERIOR ELEVATIONS
 SHEET NO.

A5.05



04 EAST ELEVATION - BUILDING TYPE 'E'
 1/8" = 1'-0"



03 NORTH ELEVATION - BUILDING TYPE 'E'
 1/8" = 1'-0"



02 WEST ELEVATION - BUILDING TYPE 'E'
 1/8" = 1'-0"



01 NORTH ELEVATION - BUILDING TYPE 'E'
 1/8" = 1'-0"

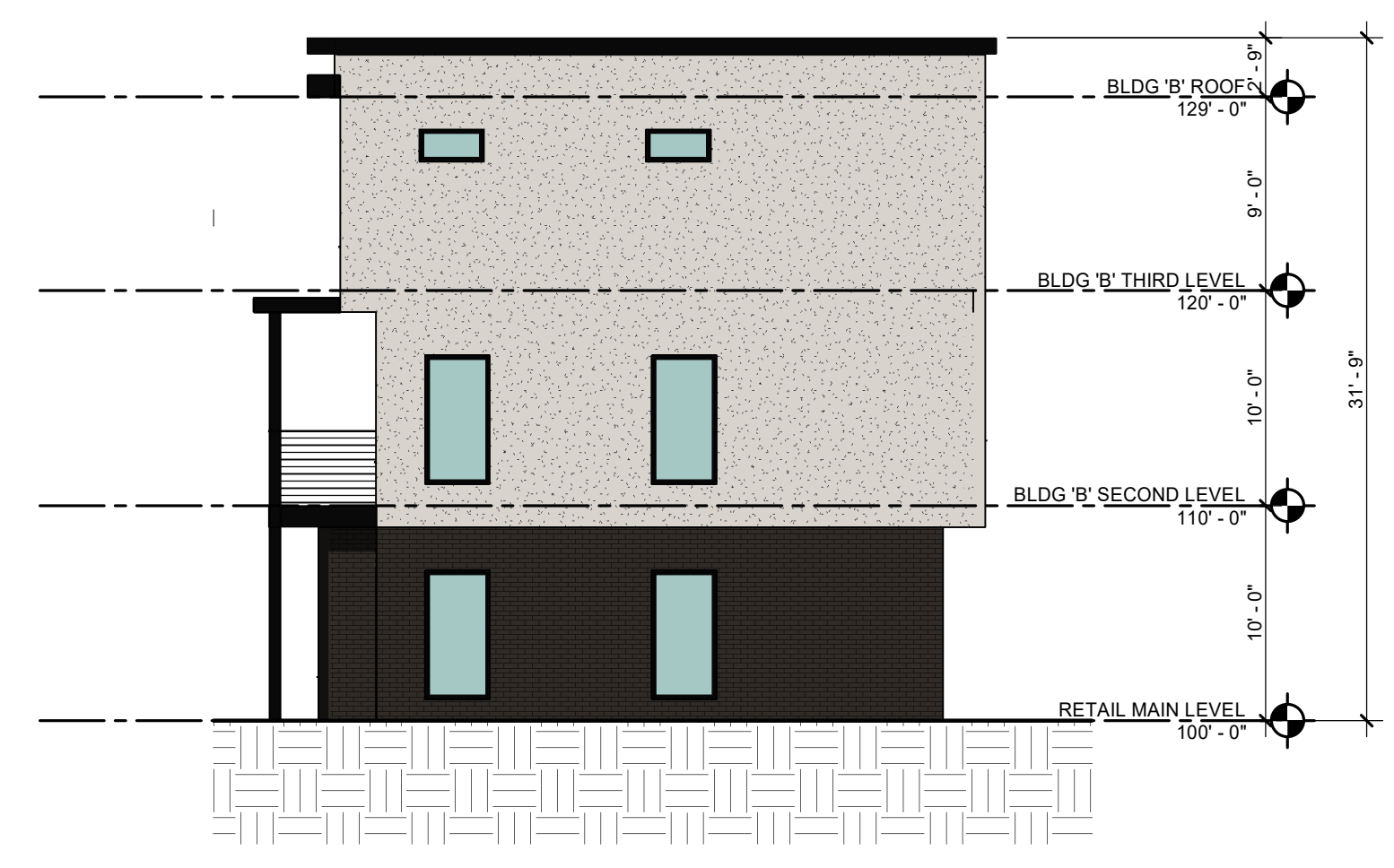
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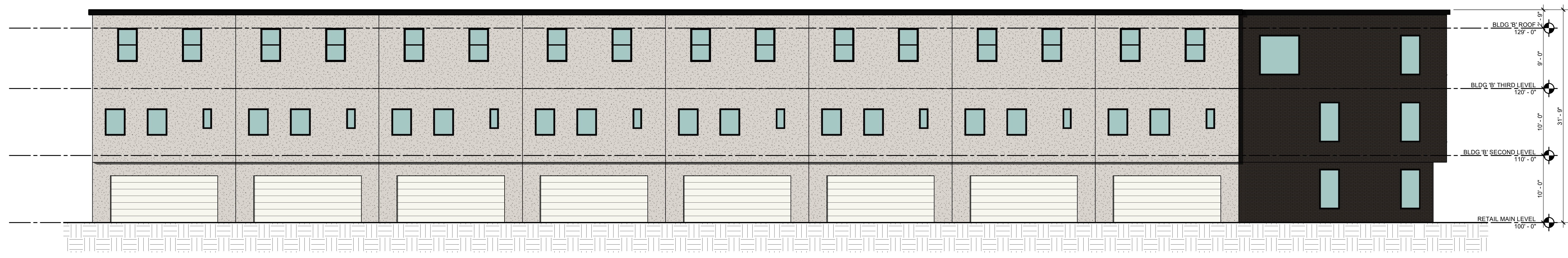
DATE
07/01/22
 ISSUE

SHEET TITLE
BUILDING TYPE 'E' EXTERIOR ELEVATIONS
 SHEET NO.

A5.06



02 WEST ELEVATION - BUILDING TYPE 'E'
 1/8" = 1'-0"



01 SOUTH ELEVATION - BUILDING TYPE 'E'
 1/8" = 1'-0"

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
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 ISSUE

SHEET TITLE
**BUILDING TYP
 'E' EXTERIOR
 ELEVATIONS**
 SHEET NO.

A5.07



The Gallivan Center Plaza **A Non - Smoking Facility** **Policies & Procedures**

These stipulations govern all events with The Gallivan Center and are non-negotiable. Please note that the Policies and Procedures will apply to all large events (as designated by Gallivan Staff), and that certain stipulations may not apply for small events, such as private parties and weddings.

Outline

- I. Defined Terms
- II. Application Process
- III. Permits
- IV. Rates
- V. Reservations
- VI. Damages
- VII. Payments
- VIII. Cancellations
- IX. Music, Entertainment, & Photography
- X. Decorations
- XI. Banners
- XII. Vendors/Caterers
- XIII. Before the event
- XIV. During the Event
- XV. After the Event
- XVI. Additional Costs
- XVII. Miscellaneous
- XVIII. Indemnification
- XIX. Insurance
- XX. Appeals

By signing the Policies and Procedures and/or by signing the 'Permit for Use', the undersigned acknowledges and agrees that they have read and shall be bound by and comply with the Policies and Procedures set forth below. The undersigned represents that they have the legal authority to sign on behalf of, and bind the party for, whom they sign.

Renter Representative Signature

Date

Gallivan Representative Signature

Date

Defined Terms:

- “Application” means the Application for Use form which must be completed by the proposed Renter and approved by the Rental Manager in order to obtain a Permit to conduct an Event on the Gallivan Center Plaza.
- “City” means the Salt Lake City Corporation.
- “Damage Deposit” is a \$500.00 deposit payment at the discretion of the Gallivan Center.
- “Event” is an approved activity on all or part of the Gallivan Center Plaza.
- “Gallivan Center Plaza” means the John W. Gallivan Utah Center plaza and adjacent common areas on the block bounded by 200 South Street, State Street, 300 South Street and Main Street in downtown Salt Lake City, as shown on the map attached to these Policies and Procedures.
- “Gallivan Center” means the entity that has been delegated authority to manage, maintain and program the Gallivan Center Plaza.
- “GUCOA” means the Gallivan Utah Center Owner’s Association. GUCOA is an association of the fee owners of the Gallivan Center Plaza. GUCOA has contracted with the Gallivan Center for the maintenance of the Gallivan Center Plaza.
- “Permit” means a written approval given by the Gallivan Center to conduct an Event on all or part of the Gallivan Center Plaza. The Permit constitutes a contract between the Gallivan Center and the Renter with regard to the terms and conditions applicable to the Renter’s use of the Gallivan Center Plaza. The Permit shall be deemed to incorporate the Policies and Procedures set forth herein.
- “Policies and Procedures” is the Gallivan Center policies and procedures contained herein.
- “RDA” means the Redevelopment Agency of Salt Lake City. RDA is the owner of a portion of the Gallivan Center Plaza. RDA has contracted with the Salt Lake City Corporation / Public Services for the programming of the Gallivan Center Plaza.
- “Rental Deposit” is half the known amount of the contract, if within 90 days, the deposit is the entire known amount of the contract.
- “Rental Manager” is an employee of the Gallivan Center who is responsible for the rental of the Gallivan Center Plaza. The office of the Rental Manager in the stage building, located at 239 South Main Street, Salt Lake City, Utah.
- “Renter” is the person or organization that has received a Permit to use all or part of the Gallivan Center Plaza.
- “Renter’s Key Contact” is the person designated by the Renter to be responsible for all communications with the Gallivan Center. Among other things, Renter’s Key Contact shall be responsible for ensuring that the terms and conditions of the Permit are fulfilled. Renter’s Key Contact shall be present at the Event at all times unless Renter’s Key Contact specifically designates an alternate representative.
- “Total Rental Fee” is defined below.

Application process for use of the Gallivan Center Plaza

- An Application must be obtained from, completed and submitted to the Rental Manager. Please note that the Gallivan Center's Hours of Operation are from 8am-10pm MST and an event cannot be booked within 30 days.
- The Application must be approved by the Gallivan Center. If the Application is approved and all conditions to the issuance of the Permit have been performed (i.e. caterer approval), a Permit will be issued to the Renter. An Application may be denied for any reason.
- The permit must be signed, and the deposit payment made within 2 business days of receiving the permit, or the event will be canceled. The date for an event is not considered "booked" and cannot be held until both the deposit is paid, and a signed permit is received. The Gallivan Center operates on a first come, first serve basis.
- For an application to be approved, all outstanding payments from previous events must be paid in full by debit or credit card. Applications can be denied for not following policies and procedures from past events or for damages not paid for.
- All Renters must comply with these Policies and Procedures. These may be modified from time to time, and have additional terms and conditions that may be contained in the Permit.
- The Gallivan Center cannot sign any forms from clients.

Permits

- In addition to the Permit (as defined above), the Renter must obtain and possess all other applicable permits and licenses required for their Event. The Renter must allow adequate lead time to obtain such permits and licenses.
- Copies of all relevant permits and licenses must be delivered to the Rental Manager at least 30 days before the Event. The Renter will be charged a \$100 administrative fee for any permits and/or licenses not delivered before 30 days.
- All permits and licenses (including the Permit) must be in the possession of Renter's Key Contact during the Event and must be available upon request by the staff of the Gallivan Center.
- The following is not an exhaustive list, the Renter must review and obtain the following applicable permits and licenses:
 1. Salt Lake City Fire Department
801-799-3473, press 1 (Fire Marshall's Office)
 2. Temporary Beer Permit or Liquor and Wine Permit
Department of Alcoholic Beverage Control (DABC) 801-977-6800
1625 South 900 West, SLC, UT 84104
 3. Temporary Food Handlers' Permit
Salt Lake County Bureau of Food Protection 385-468-4225
788 East Wood oak Lane, 5380 South, Murray, UT 84107
 4. Alcohol Sales Permit – Beer
Salt Lake City Business Licensing Department, 801-535-6644
451 South State Street, Room 225, SLC, UT 84111
 5. Food and Beverage Permit
Salt Lake City Business Licensing Department, 801-535-6644
451 South State Street, Room 225, SLC UT 84111
 6. The Food Truck League for **any and all** food trucks
801-503-9830 or grub@thefoodtruckleague.com
 7. Vendor's Temporary Sales Tax License

Utah State Tax Commission, 801-297-6303, specialevent@utah.gov
210 North 1950 West, SLC, Utah 84134

8. Fireworks, fire dancers, and tent permits, food vendor/caterer application and fire-retardant tents, etc.

SLC Fire Department, 801-799-4114, www.slcgov.com, citizen access portal
305 East 200 South, SLC UT 84111

9. CBI Security for bonded, certified security and/or EMTs for any public event or for private events as deemed necessary by Gallivan Staff.

801-363-2604

10. Kane Security for bonded, certified security and/or EMTs for any public event or for private events as deemed necessary by Gallivan Staff.

Shawn or Jodie Kane, 801-549-6159, shawn@kaneconsultinginc.com

11. First Aid in General EMTs licensed and certified for any public event or for private events as deemed necessary by Gallivan Staff.

Chris Stratford, 801-556-9202, cstratfo@gmail.com

12. ABM Parking for parking validations, group rates, and any other information.
801-364-7275.

13. Taylor Audio for sound and stage lighting.

Austin Meeks, 801-520-1699 or Austin@tayloraudioslc.com

14. Waste Management David Johnston David.johnson@slcgov.com or 801-535-6904.
wastemanagementplan@slcgov.com

15. High Class Maintenance Outside sourcing for event clean-up.

Ed Maldonado 801-513-6548 highclassmain@gmail.com
8680 West Mesquite Cir., Magna, Utah 84044,

Rates

- Rental rates for an Event are for a six (6) hour consecutive period of use.
- Rental rates are specified as either:
 - Private/Commercial
 - Non-Profit with 501 (c)-(3) designation (501c3 Form must be filled out)
- Charges for supervision and maintenance by the Gallivan Center will be charged at an hourly rate. The Gallivan Center will determine the number of maintenance staff depending on the number of participants, equipment rented, food and beer vendors, etc.
- The Gallivan Center reserves the right to adjust the rental rates at any time.

Reserving the Gallivan Center Plaza

- In order to confirm a reservation for the Gallivan Center Plaza, the proposed Renter must deliver a signed copy of the Permit, along with the Rental Deposit (“Rental Deposit”) to the Rental Manager. The event date is not confirmed until the deposit and permit have been signed and received.
- The Rental Deposit shall be equal to one-half of the total cost payable to the Gallivan Center for the Event (hereafter “Total Rental Fee”). If the event occurs within ninety (90) days, the Total Rental Fee is the total cost. Among other things, the Total Rental Fee includes the rental fee for the Gallivan Center Plaza, the rental fee for furniture and equipment (\$300 minimum if numbers of equipment are not known at the time of application), and the fee for Gallivan Center and security personnel.
- The Gallivan Center is open to the public Monday-Friday from 8am-5pm. Fencing may be set up; however, the plaza must remain open and available to the public until 5pm. Events utilizing only Gallivan Hall or single private sections are not subject to this.
- Lobby areas (Stage and Gallivan Hall) cannot be used for food prep, greenrooms, back of house, etc. These spaces must remain open and accessible for staff and maintenance, as well as for emergencies.
- An additional \$500.00 is added for concerts and events utilizing the Front Amphitheater for the Stage Lights and Hoist (which have an 800lbs capacity) unless otherwise specifically excluded.

Damage Deposit/ Clients

- Renter is financially responsible for any messes or damages incurred by Renter, its agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors, and invitees through the required certificate of insurance (see **Insurance**).
- All damages after the event will be assessed and pursued through cost recovery. The Renter is responsible for all damages, this includes loading/unloading. Utilize ramps, concrete stairs, and elevators provided to avoid damages. (I.E. Chips in the Gallivan Hall stairwell are \$300 ea.)
- The Damage Deposit, minus any necessary deductions for damaged property, clean-up and other work necessitated by Renter's failure to perform such work, overtime fees for Gallivan staff and other costs resulting from modifications to the Permit or Renter's failure to comply with the Permit, will be returned to the Renter within 45 days after the Event. If part or all the Damage Deposit is withheld, the Gallivan Center will deliver to the Renter a written explanation of the amounts withheld, within 45 days after the Event. The amount withheld is at the discretion of the Gallivan Center.

Payment

- Payments to the Gallivan Center must be made with a debit or credit card. Credit card usage is subject to a surcharge. No personal checks are accepted.
- The Total Rental Fee, all charges, and the Damage Deposit (if required) must be paid in full 90 days before the Event.
- The Gallivan Center reserves the right to cancel the Permit if the Total Rental Fee Damage Deposit and the Total Rental Fee is not paid when due. There will be no refunds of any money paid if the event is canceled because of payment not received when due. **If** the Gallivan Center chooses not to cancel the event and decides to take full payment within 90 days of the event there will be a \$200 late fee and the payment must be made with a credit or debit card.
- All equipment must be ordered at least 30 days before the event date. For each change, additional equipment, time changes, areas rented, etc. there will be a \$25 administrative fee, and no changes can be made 14 days before the event except for cancellations.
- For equipment ordered the day of the event or changes made to the placement of equipment, there will be a \$100 facility fee, along with the cost of the equipment (for additional items) based on the discretion of the Gallivan Center.

Cancellation Policy

- The Gallivan Center will **not** refund the Rental Deposit if the renter cancels the event, the event is canceled by the Gallivan Center due to a breach of contract by the renter, or for inclement weather. Events are rain or shine.
- There are no refunds on any payments.
- Changing a date for the Event is considered a cancellation and requires a new Application.
- An event can be canceled by the Gallivan Center at any time, for any reason.
- If an event is canceled, notification to the Gallivan Center in writing must be made at the time of cancellation or full payment will still be pursued.

Music, Entertainment & Photography

- Renter may select any musicians, DJ, and photographer of their choice for their Event. If renting the plaza, the Renter must take into consideration the open and public nature of the venue when selecting their entertainment.
- Musicians and DJ's must bring in their own equipment or have the equipment brought in from an outside source (Taylor Audio, Pratt Sound) by the renter.

Decorations, Flowers, & Equipment

- The Gallivan Center reserves the right to approve the location and manner of displaying decorations, and without limitation, may require the removal of any decorations that do not conform to the following sections. If the Renter fails to remove any such decorations, the Gallivan Center may remove such decorations and charge the Renter for the costs of removal.
- The exhibits, furniture, equipment, Plaza property, physical improvements, landscaping, planters, rails, garbage cans, or other Plaza property located on the Gallivan Center Plaza may not be moved, rearranged, used as an anchor or otherwise disturbed. Additionally, no decorations or lights may be placed on or in the plants, trees, shrubs or their containers.
- Renter may install decorations, flowers, and Equipment only in the area(s) rented and approved by the Gallivan Center.
- Displays must be soundly constructed to protect persons and property from damage and protected from the elements and vandalism and comply in all respects with all Federal, State and City statutes, regulations, and ordinances
- Displays must not obstruct or impede access to and through entrances, exits or passageways. The placement of displays shall be subject to prior approval by Gallivan Center.
- All cords and cables must be hidden, covered, or secured with tape.
- No tape or other fasteners may be placed on any furniture, fixtures or improvements. Tapes used on the Plaza to secure cables, signs, etc. must be non-marking (Gaffers, Painters).
- All decorations in Gallivan Hall must be free-standing decorations. Hanging decorations from the ceiling, track lighting, or windows are **not** allowed.
- No glass bottles or containers allowed.
- No golf carts are allowed.
- Canopies must be anchored with sandbags or water barrels with a minimum of 100 lbs. Any cement weights that are used on the plaza must have protection underneath the weight to prevent any damages, and no cement weights are allowed on the East Plaza (Ice Rink).
- **No Tents/Canopies, stakes, flames or fire dancers are allowed on ANY grass area.**
- No confetti or fog machines are allowed.
- No candles or fryers of any kind are allowed in Gallivan Hall

Banners

- Gallivan Center, corporate, private and non-profit sponsor banners are permitted according to express written agreement from the Gallivan Center. Hanging of banners are the Renter's responsibility, and will be under the Gallivan Center's discretion and approval.

Vendors/Caterers

- All vendors/caterers are the responsibility of the renter. Any vendors/caterers who do not abide by the Policies and Procedures are subject to expulsion and a minimum of \$200.00 fine.
- The name of the catering company must be listed on the application at the time the application is submitted. If the caterer is not known at the time of the application submission, the name of the catering company must be approved by the Gallivan Center. This also applies to any catering company change.
- Independent Cart Vendors/Caterers must obtain a license or permit from the City's Business Licensing Department. Special Event vendors/caterers must possess all necessary business permits and operate in conjunction with the Special Event/program.
- All vendors/caterers must complete a Vendor/Caterer Application and be approved by the Gallivan Center. It is the Renter's responsibility to return all Vendor/Caterer Application forms at least 30 days before their Event. The Gallivan Center has the right to prohibit a vendor/caterer from participating in the renter's event due to previous infractions of Vendor/Caterer Rules and Guidelines or the Policies and Procedures.
- A list of all the food trucks will need to be given to the Fire Department before the event to ensure current inspections. For any questions, please contact Nicole at nicole.carrell@slcgov.com.
- All food trucks must have a Salt Lake City business license and be inspected by the Fire Department. Food trucks must have 10' - 15' between trucks, may not place their generators on the ground, and must abide by the Salt Lake City Fire Food Truck Standard.

Before the Event

90 Days Before

- The Total Rental Fee must be paid 90 days before the event.

30 Days Before

- Contact the Rental Manager at least 30 days before the Event to review the map and location of the equipment set up and to finalize Event details.
- The Gallivan Center requires a **complete site map of the full event**, sent in for approval 30 days before your event and updates sent up to day of. This map must include and indicate any food trucks, beer trailers, First Aid station, tents, Gallivan Equipment, outside equipment, etc. with a Detailed Run Sheet provided at least 7 days before the event.
- Evidence of Event liability insurance coverage as required by the Gallivan Center must be delivered to the Rental Manager 30 days before the Event if the event is public, requires a mass gathering permit as designated by Gallivan Staff.
- Each vendor/caterer must be provided with a copy of the Vendor/Caterer Rules and Guidelines, and Vendor/Caterer Application which needs to be filled out and delivered to the Rental Manager 30 days before the Event.
- Renter must confirm items (such as sound system, chairs, podium, and tables) that will be rented from the Gallivan Center 30 days before the Event. The Rental Balance will be adjusted and paid if there is a material change in the rented items.

Within 30 Days

- No changes can be made within 14 days before the event, except cancellations.
- An Event Production Plan (for public events, or large events designated by the Gallivan Center) containing detailed information regarding the Event must be provided to the Rental Manager before the Event.
- For public events, or large events (as designated by the Gallivan Center), a Waste Management Plan must be submitted. The Renter is responsible for ordering enough trash receptacles, placing them throughout the rented area, and placing the receptacles along the curb at the conclusion of the event. See Permits and Licensing for SLC Waste Management contact information. 90-gallon containers may be delivered on the day of the event.
- If the Renter is renting AV equipment such as the projector, etc. from the Gallivan Center, the Renter must bring over their own laptop, adapters, etc. and schedule a test run with the Maintenance Department to ensure the Renter's equipment is compatible with the Gallivan's equipment. Please call the main number at 801-535-6110 to make an appointment.
- No property may be delivered to the Gallivan Center Plaza before the Renter's Contracted Set-up Time, and a representative of the Renter must be present for deliveries or pickups (i.e. equipment rented from offsite vendors/caterers). The Gallivan Center will not provide any services or accept any responsibility for receiving deliveries or removing property for the Renter.
- Personal vehicles are not allowed on the Gallivan Center Plaza. Equipment, supplies, and decorations must be walked, or carted onto the Gallivan Center Plaza.
- The Renter should contact ABM Parking Services (801-364-7275) regarding the parking facility underneath the Gallivan Plaza for information on parking for the Event. Metered parking is available on Gallivan Avenue (free after 8 p.m. and on weekends), and free parking on 300 South Street, between Main Street and West Temple any time.

During the Event

- Children must be properly supervised by an adult at all times.
- No fireworks, heat lamps, fires, charcoal or gas barbecues of any kind are allowed on the Gallivan Center Plaza without the prior written consent of the Gallivan Center.
- No pets or animals of any kind are allowed without prior written consent of the Gallivan Center; provided, service animals will be allowed where appropriate.
- Public access to the Plaza and offices must be maintained Monday-Friday, 8am-5pm.
- Renter, its agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors and invitees shall comply with all applicable laws, which includes all liquor laws, as required by the UDABC (<http://www.alcbev.state.ut.us/index.html>), ordinances and statutes, regulations, permits and licenses, and shall comply with the directives of the City Police, Fire Forces and the Gallivan Center.
- Any security requirements for the Event must be staffed by a bonded and certified security company or the City's contracted security company.
- Amplified sound for the Event must be limited to the following:
 - Monday through Friday, 12:00 p.m. – 1:00 p.m. and 5:00 p.m. – 10:00 p.m.
 - Saturday and Sunday, 12:00 p.m. – 10:00 p.m.

- Amplified sound must not exceed 50 decibels at property line according to Salt Lake County Health Department regulations. The Gallivan Center may terminate an Event if the sound restriction is violated.
- No merchandise or food may be displayed or sold at the Gallivan Center Plaza without the prior written consent of the Gallivan Center.
- If the Renter or any of the Renter's constituents use an area of the plaza that are not apart of the contract, the Renter will be charged a \$100 facility fee along with the cost of the space.
- Handling and set-up of Gallivan Center equipment is the sole responsibility of the Gallivan Center. If any equipment changes are needed, please contact the onsite supervisor.

After the Event

- No property may be stored at the Gallivan Center Plaza after the Event.
- The Gallivan Center will not be responsible for any items left behind, lost, or stolen at the Gallivan Center Plaza.
- Renter shall clean up the Gallivan Center Plaza immediately after the Event and restore the Gallivan Center Plaza to its condition before the Event. The Gallivan Center Plaza must be cleared of all evidence of the Event, including, trash, litter, chairs, and equipment not belonging to the Gallivan Center.
- Garbage cans delivered as part of a waste management plan must be placed 3' apart along 200s by the Renter for pickup.

Additional Costs and Damage Fees Payable by Renter

- The Gallivan Center will maintain and inspect the site before the Event, and after tearing down and cleaning. If the Gallivan Center Plaza is not restored to its condition before the event, or if there are any damages, the Renter will reimburse the Gallivan Center for any costs incurred to perform any cleaning not performed, as required, by the Renter and the repair work.
- If any delays from cleaning or repairs from the Event prohibits the use of the Gallivan Center Plaza by other Renters, the Renter shall pay the Gallivan Center an additional charge as determined by the Gallivan Center to compensate for lost income and expenses.
- If any evidence of the Event remains after the Event, the Renter will be charged \$500 per day until cleanup is completed.
- Renter shall reimburse the Gallivan Center for all legal fees and costs incurred to enforce these Policies and Procedures and any additional terms and conditions contained in the Permit.

Miscellaneous

- Priority in scheduling Events will be given to Gallivan Center sponsored Events, after which, scheduling will be established on a first come, first served basis.
- Use of the Gallivan Center Plaza must not place the Gallivan Center Plaza, participants or spectators above an acceptable level of risk, harm, damage, or injury as determined by the Gallivan Center.
- Any event that is opened to the public, or a large event as designated by the Gallivan Center must have security, emergency medical technician (EMT), perimeter fencing, insurance, and may be required to provide a damage deposit check of \$500 (see Damage Deposits).
- The Renter is responsible for the activities and conduct of its agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors, and invitees, as well as participants and guests of the Event. Renter shall take all appropriate action to make certain that all persons attending or involved with the Event conduct themselves in a lawful and orderly fashion, respectful of the rights of others.
- All agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors, and invitees of Renter are bound by these Policies and Procedures and the terms of the Permit and any other permits and licenses applicable to the Event.
- Mistreatment of persons or property or violation of these Policies and Procedures, the terms and conditions of the Permit and Gallivan Center regulations and policies, may constitute justification for denial of future requests to use the Gallivan Center Plaza by the Renter.
- The Gallivan Center is committed to policies of equal opportunity, affirmative action, and nondiscrimination. The Gallivan Center seeks to provide equal access to its programs, services, and activities for people of all abilities. Reasonable prior notice is needed to arrange such accommodations. The Gallivan Center will neither grant nor deny permission to use its facilities for any reason that is in violation of constitutional standards or discriminates on the basis of race, color, ethnic origin, sex, sexual preference, religion, ability, age, political belief or other impermissible basis.

Indemnification

- The Renter shall hold harmless, defend and indemnify the Gallivan Center, GUCOA, RDA, the City and their members, officers, directors, employees and agents (collectively, “Covered Parties”) from and against any and all claims, losses, causes of action, judgments, damages and expenses, including, but not limited to attorney’s fees, because of bodily injury, sickness, disease or death or injury to or destruction of property or any other injury or damage resulting from or arising out of (a) performance or breach of the these Policies and Procedures and the terms and conditions of the Permit by Renter, (b) Renter’s use of Gallivan Center Plaza or property adjacent thereto or (c) any act, error, or omission on the part of the Renter, except where such claims, losses causes of action, judgments, damages, and expenses result solely from the negligent acts or omissions or willful misconduct of the Covered Parties.

Insurance

- For any public or large event (as deemed by Gallivan staff), or for any commercial filming, Renter must show proof of insurance 30 days before, naming the sponsoring organization and GUCOA, RDA, and Salt Lake City Corporation for the following coverages:
 - Commercial liability insurance in the amount of \$1,000,000 per occurrence
 - If liquor is served, the commercial liability policy must be endorsed to include liquor legal liability coverage.
 - Property damage coverage either as a separate policy or as an endorsement to the commercial liability policy in the amount of \$500,000.

Gallivan Center Appeals Committee

- Anyone objecting to the denial of a reservation request, the assessment of fees, or the out-of-pocket expenses may appeal to the Gallivan Center Appeals Committee. The appeal must be in writing and shall be expedited as reasonably required.
- The Gallivan Center Appeals Committee is comprised of the Gallivan Center Plaza Division Manager, Gallivan Center Plaza Operations Manager, the RDA Project Manager for the Gallivan Center Plaza, a representative of GUCOA, and the City's Deputy Director of Public Services.

These stipulations govern all events with The Gallivan Center and are non-negotiable. Please note that the Policies and Procedures will apply to all large events (as designated by Gallivan Staff), and that certain stipulations may not apply for small events, such as private parties and weddings.

Outline

- I. Defined Terms
- II. Application Process
- III. Permits
- IV. Rates
- V. Reservations
- VI. Damages
- VII. Payments
- VIII. Cancellations
- IX. Music, Entertainment, & Photography
- X. Decorations
- XI. Banners
- XII. Vendors/Caterers
- XIII. Before the event
- XIV. During the Event
- XV. After the Event
- XVI. Additional Costs
- XVII. Miscellaneous
- XVIII. Indemnification
- XIX. Insurance
- XX. Appeals**

By signing the Policies and Procedures and/or by signing the 'Permit for Use', the undersigned acknowledges and agrees that they have read and shall be bound by and comply with the Policies and Procedures set forth below. The undersigned represents that they have the legal authority to sign on behalf of, and bind the party for, whom they sign.

Renter Representative Signature Date _____

Gallivan Representative Signature Date _____

Defined Terms:

- “Application” means the Application for Use form which must be completed by the proposed Renter and approved by the Rental Manager in order to obtain a Permit to conduct an Event on the Gallivan Center Plaza.
- “City” means the Salt Lake City Corporation.
- “Damage Deposit” is a \$500.00 deposit payment at the discretion of the Gallivan Center.
- “Event” is an approved activity on all or part of the Gallivan Center Plaza.
- “Gallivan Center Plaza” means the John W. Gallivan Utah Center plaza and adjacent common areas on the block bounded by 200 South Street, State Street, 300 South Street and Main Street in downtown Salt Lake City, as shown on the map attached to these Policies and Procedures.
- “Gallivan Center” means the entity that has been delegated authority to manage, maintain and program the Gallivan Center Plaza.
- “GUCOA” means the Gallivan Utah Center Owner’s Association. GUCOA is an association of the fee owners of the Gallivan Center Plaza. GUCOA has contracted with the Gallivan Center for the maintenance of the Gallivan Center Plaza.
- “Permit” means a written approval given by the Gallivan Center to conduct an Event on all or part of the Gallivan Center Plaza. The Permit constitutes a contract between the Gallivan Center and the Renter with regard to the terms and conditions applicable to the Renter’s use of the Gallivan Center Plaza. The Permit shall be deemed to incorporate the Policies and Procedures set forth herein.
- “Policies and Procedures” is the Gallivan Center policies and procedures contained herein.
- “RDA” means the Redevelopment Agency of Salt Lake City. RDA is the owner of a portion of the Gallivan Center Plaza. RDA has contracted with the Salt Lake City Corporation / Public Services for the programming of the Gallivan Center Plaza.
- “Rental Deposit” is half the known amount of the contract, if within 90 days, the deposit is the entire known amount of the contract.
- “Rental Manager” is an employee of the Gallivan Center who is responsible for the rental of the Gallivan Center Plaza. The office of the Rental Manager in the stage building, located at 239 South Main Street, Salt Lake City, Utah.
- “Renter” is the person or organization that has received a Permit to use all or part of the Gallivan Center Plaza.
- “Renter’s Key Contact” is the person designated by the Renter to be responsible for all communications with the Gallivan Center. Among other things, Renter’s Key Contact shall be responsible for ensuring that the terms and conditions of the Permit are fulfilled. Renter’s Key Contact shall be present at the Event at all times unless Renter’s Key Contact specifically designates an alternate representative.
- “Total Rental Fee” is defined below.

Application process for use of the Gallivan Center Plaza

- An Application must be obtained from, completed and submitted to the Rental Manager. Please note that the Gallivan Center's Hours of Operation are from 8am-10pm MST and an event cannot be booked within 30 days.
- The Application must be approved by the Gallivan Center. If the Application is approved and all conditions to the issuance of the Permit have been performed (i.e. caterer approval), a Permit will be issued to the Renter. An Application may be denied for any reason.
- The permit must be signed, and the deposit payment made within 2 business days of receiving the permit, or the event will be canceled. The date for an event is not considered "booked" and cannot be held until both the deposit is paid, and a signed permit is received. The Gallivan Center operates on a first come, first serve basis.
- For an application to be approved, all outstanding payments from previous events must be paid in full by debit or credit card. Applications can be denied for not following policies and procedures from past events or for damages not paid for.
- All Renters must comply with these Policies and Procedures. These may be modified from time to time, and have additional terms and conditions that may be contained in the Permit.
- The Gallivan Center cannot sign any forms from clients.

Permits

- In addition to the Permit (as defined above), the Renter must obtain and possess all other applicable permits and licenses required for their Event. The Renter must allow adequate lead time to obtain such permits and licenses.
- Copies of all relevant permits and licenses must be delivered to the Rental Manager at least 30 days before the Event. The Renter will be charged a \$100 administrative fee for any permits and/or licenses not delivered before 30 days.
- All permits and licenses (including the Permit) must be in the possession of Renter's Key Contact during the Event and must be available upon request by the staff of the Gallivan Center.
- The following is not an exhaustive list, the Renter must review and obtain the following applicable permits and licenses:

1. Salt Lake City Fire Department

801-799-3473, press 1 (Fire Marshall's Office)

2. Temporary Beer Permit or Liquor and Wine Permit

Department of Alcoholic Beverage Control (DABC) 801-977-6800

1625 South 900 West, SLC, UT 84104

3. Temporary Food Handlers' Permit

Salt Lake County Bureau of Food Protection 385-468-4225

788 East Wood oak Lane, 5380 South, Murray, UT 84107

4. Alcohol Sales Permit – Beer

Salt Lake City Business Licensing Department, 801-535-6644

451 South State Street, Room 225, SLC, UT 84111

5. Food and Beverage Permit

Salt Lake City Business Licensing Department, 801-535-6644

451 South State Street, Room 225, SLC UT 84111

6. The Food Truck League for **any and all** food trucks

801-503-9830 or grub@thefoodtruckleague.com

7. Vendor's Temporary Sales Tax License

Utah State Tax Commission, 801-297-6303, specialevent@utah.gov
210 North 1950 West, SLC, Utah 84134

8. Fireworks, fire dancers, and tent permits, food vendor/caterer application and fire-retardant tents, etc.

SLC Fire Department, 801-799-4114, www.slcgov.com, citizen access portal
305 East 200 South, SLC UT 84111

9. CBI Security for bonded, certified security and/or EMTs for any public event or for private events as deemed necessary by Gallivan Staff.

801-363-2604

10. Kane Security for bonded, certified security and/or EMTs for any public event or for private events as deemed necessary by Gallivan Staff.

Shawn or Jodie Kane, 801-549-6159, shawn@kaneconsultinginc.com

11. First Aid in General EMTs licensed and certified for any public event or for private events as deemed necessary by Gallivan Staff.

Chris Stratford, 801-556-9202, cstratfo@gmail.com

12. ABM Parking for parking validations, group rates, and any other information.

801-364-7275.

13. Taylor Audio for sound and stage lighting.

Austin Meeks, 801-520-1699 or Austin@tayloraudioslc.com

14. Waste Management David Johnston David.johnson@slcgov.com or 801-535-6904.

wastemanagementplan@slcgov.com

15. High Class Maintenance Outside sourcing for event clean-up.

Ed Maldonado 801-513-6548 highclassmain@gmail.com

8680 West Mesquite Cir., Magna, Utah 84044,

Rates

- Rental rates for an Event are for a six (6) hour consecutive period of use.
- Rental rates are specified as either:
 - Private/Commercial
 - Non-Profit with 501 (c)-(3) designation (501c3 Form must be filled out)

- Charges for supervision and maintenance by the Gallivan Center will be charged at an hourly rate. The Gallivan Center will determine the number of maintenance staff depending on the number of participants, equipment rented, food and beer vendors, etc.
- The Gallivan Center reserves the right to adjust the rental rates at any time.

Reserving the Gallivan Center Plaza

- In order to confirm a reservation for the Gallivan Center Plaza, the proposed Renter must deliver a signed copy of the Permit, along with the Rental Deposit (“Rental Deposit”) to the Rental Manager. The event date is not confirmed until the deposit and permit have been signed and received.
- The Rental Deposit shall be equal to one-half of the total cost payable to the Gallivan Center for the Event (hereafter “Total Rental Fee”). If the event occurs within ninety (90) days, the Total Rental Fee is the total cost. Among other things, the Total Rental Fee includes the rental fee for the Gallivan Center Plaza, the rental fee for furniture and equipment (\$300 minimum if numbers of equipment are not known at the time of application), and the fee for Gallivan Center and security personnel.
- The Gallivan Center is open to the public Monday-Friday from 8am-5pm. Fencing may be set up; however, the plaza must remain open and available to the public until 5pm. Events utilizing only Gallivan Hall or single private sections are not subject to this.
- Lobby areas (Stage and Gallivan Hall) cannot be used for food prep, greenrooms, back of house, etc. These spaces must remain open and accessible for staff and maintenance, as well as for emergencies.
- An additional \$500.00 is added for concerts and events utilizing the Front Amphitheater for the Stage Lights and Hoist (which have an 800lbs capacity) unless otherwise specifically excluded.

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- Renter is financially responsible for any messes or damages incurred by Renter, its agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors, and invitees through the required certificate of insurance (see **Insurance**).
- All damages after the event will be assessed and pursued through cost recovery. The Renter is responsible for all damages, this includes loading/unloading. Utilize ramps, concrete stairs, and elevators provided to avoid damages. (I.E. Chips in the Gallivan Hall stairwell are \$300 ea.)
- The Damage Deposit, minus any necessary deductions for damaged property, clean-up and other work necessitated by Renter's failure to perform such work, overtime fees for Gallivan staff and other costs resulting from modifications to the Permit or Renter's failure to comply with the Permit, will be returned to the Renter within 45 days after the Event. If part or all the Damage Deposit is withheld, the Gallivan Center will deliver to the Renter a written explanation of the amounts withheld, within 45 days after the Event. The amount withheld is at the discretion of the Gallivan Center.

Payment

- Payments to the Gallivan Center must be made with a debit or credit card. Credit card usage is subject to a surcharge. No personal checks are accepted.
- The Total Rental Fee, all charges, and the Damage Deposit (if required) must be paid in full 90 days before the Event.
- The Gallivan Center reserves the right to cancel the Permit if the Total Rental Fee Damage Deposit and the Total Rental Fee is not paid when due. There will be no refunds of any money paid if the event is canceled because of payment not received when due. **If** the Gallivan Center chooses not to cancel the event and decides to take full payment within 90 days of the event there will be a \$200 late fee and the payment must be made with a credit or debit card.
- All equipment must be ordered at least 30 days before the event date. For each change, additional equipment, time changes, areas rented, etc. there will be a \$25 administrative fee, and no changes can be made 14 days before the event except for cancellations.
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- There are no refunds on any payments.
- Changing a date for the Event is considered a cancellation and requires a new Application.
- An event can be canceled by the Gallivan Center at any time, for any reason.
- If an event is canceled, notification to the Gallivan Center in writing must be made at the time of cancellation or full payment will still be pursued.

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- Renter may select any musicians, DJ, and photographer of their choice for their Event. If renting the plaza, the Renter must take into consideration the open and public nature of the venue when selecting their entertainment.
- Musicians and DJ's must bring in their own equipment or have the equipment brought in from an outside source (Taylor Audio, Pratt Sound) by the renter.

Decorations, Flowers, & Equipment

- The Gallivan Center reserves the right to approve the location and manner of displaying decorations, and without limitation, may require the removal of any decorations that do not conform to the following sections. If the Renter fails to remove any such decorations, the Gallivan Center may remove such decorations and charge the Renter for the costs of removal.
- The exhibits, furniture, equipment, Plaza property, physical improvements, landscaping, planters, rails, garbage cans, or other Plaza property located on the Gallivan Center Plaza may not be moved, rearranged, used as an anchor or otherwise disturbed. Additionally, no decorations or lights may be placed on or in the plants, trees, shrubs or their containers.
- Renter may install decorations, flowers, and Equipment only in the area(s) rented and approved by the Gallivan Center.
- Displays must be soundly constructed to protect persons and property from damage and protected from the elements and vandalism and comply in all respects with all Federal, State and City statutes, regulations, and ordinances
- Displays must not obstruct or impede access to and through entrances, exits or passageways. The placement of displays shall be subject to prior approval by Gallivan Center.
- All cords and cables must be hidden, covered, or secured with tape.
- No tape or other fasteners may be placed on any furniture, fixtures or improvements. Tapes used on the Plaza to secure cables, signs, etc. must be non-marking (Gaffers, Painters).
- All decorations in Gallivan Hall must be free-standing decorations. Hanging decorations from the ceiling, track lighting, or windows are **not** allowed.
- No glass bottles or containers allowed.
- No golf carts are allowed.
- Canopies must be anchored with sandbags or water barrels with a minimum of 100 lbs. Any cement weights that are used on the plaza must have protection underneath the weight to prevent any damages, and no cement weights are allowed on the East Plaza (Ice Rink).
- No Tents/Canopies, stakes, flames or fire dancers are allowed on ANY grass area.
- No confetti or fog machines are allowed.
- No candles or fryers of any kind are allowed in Gallivan Hall

Banners

- Gallivan Center, corporate, private and non-profit sponsor banners are permitted according to express written agreement from the Gallivan Center. Hanging of banners are the Renter's responsibility, and will be under the Gallivan Center's discretion and approval.

Vendors/Caterers

- All vendors/caterers are the responsibility of the renter. Any vendors/caterers who do not abide by the Policies and Procedures are subject to expulsion and a minimum of \$200.00 fine.
- The name of the catering company must be listed on the application at the time the application is submitted. If the caterer is not known at the time of the application submission, the name of the catering company must be approved by the Gallivan Center. This also applies to any catering company change.
- Independent Cart Vendors/Caterers must obtain a license or permit from the City's Business Licensing Department. Special Event vendors/caterers must possess all necessary business permits and operate in conjunction with the Special Event/program.
- All vendors/caterers must complete a Vendor/Caterer Application and be approved by the Gallivan Center. It is the Renter's responsibility to return all Vendor/Caterer Application forms at least 30 days before their Event. The Gallivan Center has the right to prohibit a vendor/caterer from participating in the renter's event due to previous infractions of Vendor/Caterer Rules and Guidelines or the Policies and Procedures.
- A list of all the food trucks will need to be given to the Fire Department before the event to ensure current inspections. For any questions, please contact Nicole at nicole.carrell@slcgov.com.
- All food trucks must have a Salt Lake City business license and be inspected by the Fire Department. Food trucks must have 10' - 15' between trucks, may not place their generators on the ground, and must abide by the Salt Lake City Fire Food Truck Standard.

Before the Event

90 Days Before

- The Total Rental Fee must be paid 90 days before the event.

30 Days Before

- Contact the Rental Manager at least 30 days before the Event to review the map and location of the equipment set up and to finalize Event details.
- The Gallivan Center requires a **complete site map of the full event**, sent in for approval 30 days before your event and updates sent up to day of. This map must include and indicate any food trucks, beer trailers, First Aid station, tents, Gallivan Equipment, outside equipment, etc. with a Detailed Run Sheet provided at least 7 days before the event.
- Evidence of Event liability insurance coverage as required by the Gallivan Center must be delivered to the Rental Manager 30 days before the Event if the event is public, requires a mass gathering permit as designated by Gallivan Staff.
- Each vendor/caterer must be provided with a copy of the Vendor/Caterer Rules and Guidelines, and Vendor/Caterer Application which needs to be filled out and delivered to the Rental Manager 30 days before the Event.
- Renter must confirm items (such as sound system, chairs, podium, and tables) that will be rented from the Gallivan Center 30 days before the Event. The Rental Balance will be adjusted and paid if there is a material change in the rented items.

Within 30 Days

- No changes can be made within 14 days before the event, except cancellations.
- An Event Production Plan (for public events, or large events designated by the Gallivan Center) containing detailed information regarding the Event must be provided to the Rental Manager before the Event.
- For public events, or large events (as designated by the Gallivan Center), a Waste Management Plan must be submitted. The Renter is responsible for ordering enough trash receptacles, placing them throughout the rented area, and placing the receptacles along the curb at the conclusion of the event. See Permits and Licensing for SLC Waste Management contact information. 90-gallon containers may be delivered on the day of the event.
- If the Renter is renting AV equipment such as the projector, etc. from the Gallivan Center, the Renter must bring over their own laptop, adapters, etc. and schedule a test run with the Maintenance Department to ensure the Renter's equipment is compatible with the Gallivan's equipment. Please call the main number at 801-535-6110 to make an appointment.
- No property may be delivered to the Gallivan Center Plaza before the Renter's Contracted Set-up Time, and a representative of the Renter must be present for deliveries or pickups (i.e. equipment rented from offsite vendors/caterers). The Gallivan Center will not provide any services or accept any responsibility for receiving deliveries or removing property for the Renter.
- Personal vehicles are not allowed on the Gallivan Center Plaza. Equipment, supplies, and decorations must be walked, or carted onto the Gallivan Center Plaza.
- The Renter should contact ABM Parking Services (801-364-7275) regarding the parking facility underneath the Gallivan Plaza for information on parking for the Event. Metered parking is available on Gallivan Avenue (free after 8 p.m. and on weekends), and free parking on 300 South Street, between Main Street and West Temple any time.

During the Event

- Children must be properly supervised by an adult at all times.
- No fireworks, heat lamps, fires, charcoal or gas barbecues of any kind are allowed on the Gallivan Center Plaza without the prior written consent of the Gallivan Center.
- No pets or animals of any kind are allowed without prior written consent of the Gallivan Center; provided, service animals will be allowed where appropriate.
- Public access to the Plaza and offices must be maintained Monday-Friday, 8am-5pm.
- Renter, its agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors and invitees shall comply with all applicable laws, which includes all liquor laws, as required by the UDABC (<http://www.alcbev.state.ut.us/index.html>), ordinances and statutes, regulations, permits and licenses, and shall comply with the directives of the City Police, Fire Forces and the Gallivan Center.
- Any security requirements for the Event must be staffed by a bonded and certified security company or the City's contracted security company.
- Amplified sound for the Event must be limited to the following:
 - Monday through Friday, 12:00 p.m. – 1:00 p.m. and 5:00 p.m. – 10:00 p.m.
 - Saturday and Sunday, 12:00 p.m. – 10:00 p.m.

- Amplified sound must not exceed 50 decibels at property line according to Salt Lake County Health Department regulations. The Gallivan Center may terminate an Event if the sound restriction is violated.

- No merchandise or food may be displayed or sold at the Gallivan Center Plaza without the prior written consent of the Gallivan Center.
- If the Renter or any of the Renter's constituents use an area of the plaza that are not apart of the contract, the Renter will be charged a \$100 facility fee along with the cost of the space.
- Handling and set-up of Gallivan Center equipment is the sole responsibility of the Gallivan Center. If any equipment changes are needed, please contact the onsite supervisor.

After the Event

- No property may be stored at the Gallivan Center Plaza after the Event.
- The Gallivan Center will not be responsible for any items left behind, lost, or stolen at the Gallivan Center Plaza.
- Renter shall clean up the Gallivan Center Plaza immediately after the Event and restore the Gallivan Center Plaza to its condition before the Event. The Gallivan Center Plaza must be cleared of all evidence of the Event, including, trash, litter, chairs, and equipment not belonging to the Gallivan Center.
- Garbage cans delivered as part of a waste management plan must be placed 3' apart along 200s by the Renter for pickup.

Additional Costs and Damage Fees Payable by Renter

- The Gallivan Center will maintain and inspect the site before the Event, and after tearing down and cleaning. If the Gallivan Center Plaza is not restored to its condition before the event, or if there are any damages, the Renter will reimburse the Gallivan Center for any costs incurred to perform any cleaning not performed, as required, by the Renter and the repair work.
- If any delays from cleaning or repairs from the Event prohibits the use of the Gallivan Center Plaza by other Renters, the Renter shall pay the Gallivan Center an additional charge as determined by the Gallivan Center to compensate for lost income and expenses.
- If any evidence of the Event remains after the Event, the Renter will be charged \$500 per day until cleanup is completed.
- Renter shall reimburse the Gallivan Center for all legal fees and costs incurred to enforce these Policies and Procedures and any additional terms and conditions contained in the Permit.

Miscellaneous

- Priority in scheduling Events will be given to Gallivan Center sponsored Events, after which, scheduling will be established on a first come, first served basis.
- Use of the Gallivan Center Plaza must not place the Gallivan Center Plaza, participants or spectators above an acceptable level of risk, harm, damage, or injury as determined by the Gallivan Center.
- Any event that is opened to the public, or a large event as designated by the Gallivan Center must have security, emergency medical technician (EMT), perimeter fencing, insurance, and may be required to provide a damage deposit check of \$500 (see Damage Deposits).
- The Renter is responsible for the activities and conduct of its agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors, and invitees, as well as participants and guests of the Event. Renter shall take all appropriate action to make certain that all persons attending or involved with the Event conduct themselves in a lawful and orderly fashion, respectful of the rights of others.
- All agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors, and invitees of Renter are bound by these Policies and Procedures and the terms of the Permit and any other permits and licenses applicable to the Event.
- Mistreatment of persons or property or violation of these Policies and Procedures, the terms and conditions of the Permit and Gallivan Center regulations and policies, may constitute justification for denial of future requests to use the Gallivan Center Plaza by the Renter.
- The Gallivan Center is committed to policies of equal opportunity, affirmative action, and nondiscrimination. The Gallivan Center seeks to provide equal access to its programs, services, and activities for people of all abilities. Reasonable prior notice is needed to arrange such accommodations. The Gallivan Center will neither grant nor deny permission to use its facilities for any reason that is in violation of constitutional standards or discriminates on the basis of race, color, ethnic origin, sex, sexual preference, religion, ability, age, political belief or other impermissible basis.

Indemnification

- The Renter shall hold harmless, defend and indemnify the Gallivan Center, GUCOA, RDA, the City and their members, officers, directors, employees and agents (collectively, "Covered Parties") from and against any and all claims, losses, causes of action, judgments, damages and expenses, including, but not limited to attorney's fees, because of bodily injury, sickness, disease or death or injury to or destruction of property or any other injury or damage resulting from or arising out of (a) performance or breach of these Policies and Procedures and the terms and conditions of the Permit by Renter, (b) Renter's use of Gallivan Center Plaza or property adjacent thereto or (c) any act, error, or omission on the part of the Renter, except where such claims, losses causes of action, judgments, damages, and expenses result solely from the negligent acts or omissions or willful misconduct of the Covered Parties.

USE LICENSE AGREEMENT

BY AND BETWEEN

SMG AND UTAH LEAGUE OF CITIES AND TOWNS

DATED: AUGUST 1, 2019

CONTRACT # 65-16695

SALT PALACE CONVENTION CENTER CONTRACT # 65- 16695

Licensee Initial

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USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of the 1st day of August, 2019, by and between SMG, a Pennsylvania general partnership, with an address at 300 Four Falls Corporate Center, 300

Conshohocken State Road, West Conshohocken, PA 19428 ("SMG" or "Operator"), and Utah League of Cities & Towns whose

current address is 50 South 600 East, Suite 150, Salt Lake City, UT 84102 (the "Licensee").

BACKGROUND

SMG is a party to a certain management agreement (the "Management Agreement") dated as of October 24, 2013, as amended or

replaced, with Salt Lake County (the "Owner"), whereby SMG has been retained to act as Owner's managing agent in respect to a facility

commonly known as the Calvin L. Rampton Salt Palace Convention Center (the "Facility"), located at 100 South West Temple, Salt Lake

City, Utah, which is owned by Owner. Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated

herein. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner's behalf relating to

the use of the Facility. Accordingly, SMG, as agent for Owner, desires to grant to Licensee, and Licensee hereby accepts from SMG, a

license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the

parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) SMG hereby grants to Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility

described on Exhibit A attached hereto (the "Authorized Areas"), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A and for the purpose set

forth in Section 2(a) (each such date and time, an "Event").

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the

dates and times delineated on Exhibit A, Licensee shall request from SMG prior written permission to use such areas of the Facility.

In the event such permission is granted, Licensee shall pay as an additional license fee an amount equal to the sum of SMG's actual

costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by SMG to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee's failure to vacate the Authorized Areas upon the completion of the time of use shall constitute a material default hereunder in addition to other defaults identified herein. If Licensee fails to vacate the Authorized Areas of the Facility upon completion of the time of use, Licensee shall pay SMG the greater of: (a) SMG's daily published use rate of the space not vacated as

such space is identified in Exhibit A attached hereto; or (b) the amount of actual damages incurred by SMG due to Licensee's failure

to vacate the Authorized Areas upon completion of the time of use.

(d) Licensee acknowledges that, in connection with SMG's management and operation of the Facility, SMG utilizes the services of

certain third-party independent contractors (the "Third-Party Contractors"). Licensee hereby agrees that SMG and the Owner

shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

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(e) Floor Plans and Descriptions.

(i) At least eight (8) weeks prior to the first Event, Licensee shall provide to SMG, for SMG's and the Salt Lake City Fire Marshal's approval, five (5) copies of a full and complete floor plan for the Event, and if requested, furnish a description of all electrical, communications systems, and plumbing work anticipated to be needed for the Event. Based upon a review by SMG and such Fire

Marshall of the foregoing materials, SMG may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as SMG may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of

written notice thereof shall constitute a breach of this Agreement.

(ii) At least four (4) weeks prior to the first Event, Licensee shall provide to SMG information relating to room or hall set-up(s), staging, and event personnel requirements.

(iii) Licensee shall be solely liable for any and all losses arising from Licensee's failure to deliver to SMG the materials described in Subsections (i) and (ii) of this Section 1(e) within the specified time periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facility is to be used by Licensee solely for the purpose of 2021 Utah League of Cities and Towns. In its use of the Facility, Licensee shall comply with the provisions of any booking, scheduling and services policy (the "Booking Policy") promulgated by SMG for the Facility; provided, however, that this Agreement shall prevail in the event of any conflict between the

Booking Policy and this Agreement. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or inappropriate purpose, the determination of which shall be

in the sole discretion of SMG, or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for all losses occurring at the Facility (whether within or without an Authorized Area) caused to SMG, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to

comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions,

and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility,

(ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees,

(iii)

the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, or (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 15(m) hereof (relating to intellectual property matters), Section 16 hereof (relating to the Civil Rights Act), and Section 17 hereof (relating to the Americans with Disabilities Act).

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with SMG's general policies and procedures, a copy of which has been provided to Licensee, including fire and safety rules as required by SMG and/or local fire regulations, as such may exist from time to time. Licensee agrees that it will not allow any

officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable, non-discriminatory grounds, be

objected to by SMG and such person's right to use the Facility may be revoked immediately by SMG.

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(d) Licensee acknowledges that (i) its use of the Facility strictly for the purpose set forth in Section 2(a) and in accordance with the

Booking Policy (including definitions for types of uses that are set forth in the Booking Policy) is a material provision of this Agreement and of SMG's grant of a license to Licensee; and (ii) in reliance on the foregoing, SMG might grant third parties (collectively the "Protected Licensee") exclusive rights to use the Facility and/or one or more other facilities managed by SMG in

the state of Utah (collectively the "Protected Facilities") for certain events (the "Protected Events") (sometimes referred to by

SMG as "Dated Protection"). Accordingly, Licensee shall indemnify, defend and hold harmless SMG, Owner and their successors,

assigns, professionals and legal representatives (collectively the "Indemnified Party") from and against any and all losses, damages, claims, injuries, causes of action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorney's fees, whether they are incurred with or without the filing of a suit or on appeal or otherwise, and whether they relate to the defense of any claims made against the Indemnified Party by third parties or to the enforcement of the indemnity by the Indemnified Party against Licensee), liabilities, judgments and liens, of whatever kind or character (collectively the "Claims"), that are caused by, that relate to, or that arise out of: (I) Licensee's failure to use the Facility

strictly for the purpose set forth in Section 2(a); (II) Licensee's failure to comply with the Booking Policy or (III) the Event's being (or

purporting to be) in competition with the Protected Event, whether those Claims are asserted by the Protected Licensee or others. At

SMG's option, Licensee shall undertake the defense of all or any portion of a Claim at its own expense and with legal counsel reasonably acceptable to SMG.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility and that Licensee is satisfied with and has accepted the Facility

in its present condition.

(b) SMG shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal

wear and tear excepted; provided, however, that any damages to the Facility and its appurtenances caused by Licensee or its officers,

directors, agents, employees, Licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of SMG. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures,

shall, at the option of SMG, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii)

become the property of Owner.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will

continue in effect, unless earlier terminated as set forth in Section 13, until the date and time set forth on Exhibit A.

5. License Fee and Service Expenses. In consideration of the grant of the license in Section 1 above, Licensee shall pay to SMG a

License Fee (as defined below) and shall reimburse SMG for certain Service (as defined below) expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee. Licensee shall pay a license fee (the "License Fee") equal to ONE DOLLAR AND NO CENTS (\$1.00,) which amount may be subject to adjustment as set forth in Exhibit A.

(b) Basic Supplemental Services Payable by Licensee..

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(i) SMG shall provide, at the sole expense of Licensee, and in addition to the fee described above, the following services, as required for each Event (such services, together with the services described in Section 6 below, collectively, the "Services"), the expenditures for which (the "Service Expenses") shall be reimbursed by Licensee to SMG: ticket takers, ushers, door guards, dock attendants, and supervisors, which services may include taking admission tickets, checking credentials, ushering, checking bags, purses, backpacks or other materials going into the Facility and denying entry by or passage of a person into the Facility but which services shall exclude security services such as using specialized security equipment (including the use of wands, magnetometers, etc.), wearing badges identifying SMG employees as security personnel and the use of physical force to deny entry to the Facility or to remove people from the Facility; medical services for Event attendees, which services shall include emergency medical technicians and supervisors; utility hook-ups, including electricity, gas, cold water, and waste removal and custodial services in exhibit areas; electricians and mechanical plant staff; approval of all plans for Rigging Services (as defined below) as required under Section 15(o) below, which plan review must be performed exclusively by SMG, including diagram review, weight load calculations and verifying certifications for labor and equipment; Audiovisual Services (as defined below) and Rigging Services, unless Licensee elects to use its own providers for the Rigging Services and the Audiovisual Services (see Section 6 below); and special facilities, equipment and materials, or extra services furnished by SMG at the request of Licensee or as outlined in Exhibit B attached hereto. SMG may provide these services itself or through designated Third-Party Contractors, agents or assigns (such providers, together with the providers described in Section 6 below, collectively the "Providers").

(ii) SMG shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that some of the Services are contracted services, the costs of which are subject to change.

(c) Services provided by SMG. SMG shall furnish, without additional costs to Licensee, normal heat or air conditioning during Event, overhead lighting, use of restroom facilities and janitorial services (consisting of cleaning of common public areas, meeting rooms and restrooms) and one standard set-up per contracted Authorized Area for meetings, general sessions, and banquets in carpeted meeting rooms only, excluding exhibit halls. Additional room sets after the initial set are subject to additional costs.

6. Exclusive and Other Services. SMG reserves the exclusive right to provide each of the following Services either directly or through other Providers, except as follows: (i) Licensee is responsible for arranging any Security Services with its own Security Providers

in compliance with the provisions set forth below; and (ii) Licensee may elect to use other Providers for Rigging Services and Audiovisual Services only. SMG may have Licensee enter into separate agreements with Providers of the Services, and Licensee shall pay

for the Services to SMG or to the Provider, as directed by SMG. If Licensee desires Security Services, then Licensee shall enter into its own separate agreement with the Security Provider.

(a) Food Concession. All concession rights are reserved to SMG or its designated Providers and SMG or its designated Providers shall have the sole right to sell, give away or dispense food and beverages, at its discretion. Operator may utilize any unused space or

erect portable concession stands as needed for servicing of Licensee's patrons, within the Facility for this purpose. Neither Licensee

nor Licensee's exhibitors shall give away or sell food concession items under the terms of this Agreement without express written consent of the Operator.

(b) Catering. All catering services are reserved to SMG or its designated Providers, and SMG or its designated Providers shall have

the sole right to provide catering services within the Facility and its premises. Licensee and Licensees' exhibitors or invitees are prohibited from preparing or bringing upon the Facility or its premises, their own food and beverage, including water, for whatever

banquet, luncheon, convention, exhibition, or similar activity in which they might engage unless approved by SMG.

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(c) Business Center. SMG reserves the sole right to operate a business center directly or through designated Providers for the purpose of providing business services to Licensee and Licensees' exhibitors or invitees. Business services include, but are not limited to small package shipping, equipment rental, copying, faxing, cellular telephone rental, etc. Licensee shall not contract with

an independent contractor to operate such a business center in the Facility.

(d) Automated Teller Machines ("ATM") services in the public concourse areas throughout the Facility are reserved to SMG or its

designated Providers. Neither Licensee nor Licensee's exhibitors or contractors shall put in place any ATM machines in the public concourse areas.

(e) Telecommunications. SMG reserves the sole right to provide telecommunication services, including telephone and internet connections, throughout the Facility either directly or through designated Providers. Neither Licensee nor Licensee's exhibitors or

contractors shall put in place any telecommunication services in the Facility.

(f) Audio Visual. Audio visual, staging and lighting services (collectively the "Audio Visual Services") are available at the Facility through SMG and may be provided by a Provider designated by SMG. The Provider can patch into the existing Facility infrastructure

any audio visual equipment necessary. However, Licensee may use its own provider for Audiovisual Services. If Licensee contracts

with another outside service provider for Audiovisual Services, then additional fees may apply, including patching fees, electrical

hookup fees, etc.

(g) Rigging Services. Rigging Services are available at the Facility through SMG and may be provided by a Provider designated by SMG. Rigging services include attaching hardware and equipment to the Facility structures for lighting, audiovisual equipment, screens, scenic displays and other features (the "Rigging Services"). However, Licensee may use its own provider for Rigging Services. If Licensee contracts with another outside Rigging Services provider, additional fees may apply, including, advance review

of Rigging Services plans (see Section 15(o)). Advance Rigging Services may include a review of all rigging plans to determine proper

weight calculations and inspection of rigging equipment. All Rigging Service providers are required to adhere to the Facility's Rigging Services policies and procedures (the "Rigging Policies", which are available on request).

(h) Security Services. SMG does not provide direct security services (the "Security Services") for the Event. However, Licensee may engage a licensed contract security company (the "Security Provider") to provide Security Services, but: (i) the Security Services must comply with SMG's general policies and procedures; (ii) the Security Provider must provide SMG with a written agreement (on a form provided by SMG), by which the Security Provider certifies, among other things, that the Security Provider and

its security officers hold proper Utah licenses and will coordinate emergency and security plans with SMG in advance; and (iii) Licensee shall be responsible to pay the Security Provider separately.

7. Abandonment or Vacation of Facility. In the event that the Licensee fails, neglects or refuses to remove its property, or property of any of its subcontractors, from the authorized areas of the Facility or related parking lots and driveways promptly upon a

termination for default or after the time specified for removal thereof, said property shall be deemed abandoned and SMG shall have the

right to remove, place in storage, or otherwise dispose of any such property at the sole cost and expense of Licensee.

8. Non-Exclusive Use. Operator shall have the right to use or permit the use of any portion of the Facility not granted to Licensee

under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space.

9. Payment Terms.

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Licensee Initial

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(a) License Fee. The License Fee set forth in Section 5(a) of this Agreement shall be paid by Licensee as provided in Exhibit B

attached hereto.

(b) Service Expenses. Based upon a statement of expenses prepared by SMG, Licensee shall reimburse SMG for all Service Expenses

within thirty (30) days in receipt of invoice.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to SMG a late charge of

1.5% per month on the unpaid balance.

10. Taxes. SMG shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect to any Event, except as otherwise provided by Law. Licensee shall pay

and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, License Fees, municipal

liens, levies, excises, or imposts, whether general or special, and shall indemnify and defend Operator and Owner from the same,

whether ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever

name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

11. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to SMG not less than thirty (30) days prior to the commencement of this

Agreement and shall keep in force at all times during the term of this Agreement:

(i) A commercial general liability insurance policy in form acceptable to SMG, including public liability, injury and death and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability and independent contractors coverage and with no exclusions for the following: sporting events, rap concerts, performers, volunteers, animals, off-premise activities and fireworks or other pyrotechnical devices;

(ii) Commercial automotive bodily injury and property damage insurance in form acceptable to SMG for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, SMG, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and

(iii) Applicable workers compensation insurance for Licensee's employees, as required by applicable Law.

(b) The following shall apply to the insurance policies described in clauses (a) (i) and (ii) above:

(i) SMG, and Salt Lake County and any Provider designated by SMG shall be named as additional insureds thereunder. Not less than thirty (30) days prior to the move-in date set forth on Exhibit A, Licensee shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. At SMG's request, User shall have its policy amended to require advance notice to SMG before the policy is cancelled. If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to SMG at least thirty

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Licensee Initial

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(30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies. The commercial liability insurance described above shall be primary and noncontributory. The coverage provided shall be occurrence-based and not claims made. The coverage limits shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

(ii) Licensee hereby acknowledges that the coverage limits contained in any policy shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 12 below.

(c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against SMG and Owner and their respective officers, directors, employees and agents. This does not apply to those acts, errors or omissions resulting from the

sole negligence of SMG.

12. Indemnification.

Licensee shall indemnify, defend, and hold harmless SMG, Owner, and their respective officers, directors, agents, and employees

from and against any and all losses arising from (i) the matters described in Section 1(e)(iii) hereof, (ii) the matters described in Section

2(b) hereof, (iii) the matters described in Section 15 hereof, and/or (iv) personal or bodily injury to or death of persons or damage to or theft of the property of SMG or Owner to the extent caused by the negligent acts, errors and/or omissions or the intentional or willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees. Licensee shall also indemnify SMG and the other Indemnified Parties as set forth in Section 2(d) hereof. The provisions set forth in this section shall survive termination of this Agreement.

13. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails to pay any amount due hereunder (including, without limitation, the License Fee or the Service Expenses) when the same are required to be paid hereunder, (ii) Licensee or any of its officers, directors, employees or agents fail to perform or fulfill any other material term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after

Licensee has been served with written notice of such default and diligently to prosecute such cure to completion thereafter, or (iii)

Licensee makes a general assignment for the benefit of creditors. SMG shall be in default under this Agreement if SMG fails to perform or fulfill any material term, covenant, or condition contained in this Agreement and SMG fails to commence a cure thereof

within five (5) business days after SMG has been served with written notice of such default and diligently to prosecute such cure to

completion thereafter. If the default relates to the space provided in the Facility, then SMG may cure that default by providing reasonably equivalent space in the Facility. Nothing herein shall be construed as excusing either party from diligently commencing

and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of

its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or

safety of any person or property, at the sole discretion of SMG, or if the breach occurs during or within ten (10) days before the Event,

then SMG may, in its discretion, require that such breach be cured in less than five (5) business days or immediately if an emergency.

(b) Termination. Upon a material default and failure to cure pursuant to Section 13(a) hereof, the non-breaching party may, at its

option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the

obligations of the parties with respect thereto.

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(c) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, SMG shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden

of proof of such breach or threatened breach as required by applicable statute or rule of law.

(d) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits

that will accrue to SMG by reason of this Agreement are unique and that SMG may not be adequately compensated in money damages

for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore SMG, at its option,

shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the

right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its

obligation to hold an Event at the Facility.

(e) Liquidated Damages. In this section, the term "Reservation Period" refers to the period of time between the date of this

Agreement and the first date of the Event that is shown in Exhibit A, which period shall be divided into four quarters for the purposes described below. Licensee acknowledges that (1) SMG manages multiple facilities for Owner; (2) each facility has many authorized areas available for use; (3) by blocking out Authorized Areas for use by Licensee pursuant to this Agreement, SMG may forfeit multiple opportunities to license those Authorized Areas to other users during the same periods; (4) the scheduled Event creates other intangible benefits to Owner and SMG that are difficult to quantify, including use of hotel rooms and local spending by Event participants, which generate sales tax revenues for Owner; and (5) Owner receives the benefit of License Fee revenues. For these and other reasons, if a party were to default under this Agreement or if a party were to cancel an Event (either referred to as a "canceling party"), then the amount of actual damages sustained by the non-defaulting party or the non-canceling party (either referred to as a "non-canceling party") would be extremely difficult to ascertain. Both parties agree that should the Event cancel for any reason or should a material default occur, that the non-canceling party will suffer damages. The closer in time to the date of the Event that a cancellation occurs, the less likely it is that the non-canceling party will be able to recover its losses. Therefore, the parties agree that if a party wrongfully cancels any Event covered by this Agreement or fails to cure a material default, the canceling party will pay the non-canceling party as liquidated damages and not as penalty, the amounts set forth in the table below, and the parties agree that such amounts constitute reasonable provision for liquidated damages and that such damages could not be otherwise calculated.

These liquidated damages will be paid to the non-canceling party for the Event as follows:

If either party cancels the Event or fails to cure a material default during the following quarter of the Reservation Period:

then the canceling party shall pay the non-canceling party the following percentage of the License Fee amount as liquidated damages:

First 25%

Second 50%

Third 75%

Fourth 100%

In no event shall a canceling party be liable for incidental or consequential damages sustained by the non-canceling party or others

claiming by, through or under the non-canceling party in connection with any breach by the canceling Party of this Agreement. The

canceling party shall pay the non-canceling party the foregoing liquidated damage amount within ten days after receiving an invoice

from the non-canceling party. If Licensee is the canceling party, then: (i) SMG may apply any deposits that it is holding under this

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Agreement toward payment of the foregoing liquidated damages, without notice to or approval by Licensee; and (ii) Licensee acknowledges that to the extent SMG is obligated by applicable Law to mitigate its damages arising from Licensee's cancellation of an

Event, SMG may first fill other authorized areas at the Facility and authorized areas for other facilities that SMG manages for Owner

before filling the reserved time for the Event (only License Fees and not food and beverage amounts will be considered in determining damage mitigation). If SMG is the canceling party, then in addition to the liquidated damages set forth above, SMG also

shall refund to Licensee (for amounts already paid) or excuse Licensee's payment of (for amounts unpaid) the License Fee shown in exhibit A.

(f) Costs of Enforcement. If there is a dispute concerning this Agreement or if a party seeks to enforce its rights under this Agreement, then the non-prevailing party shall pay all reasonable costs and expenses that the prevailing party incurs in connection

with the dispute or enforcement or in pursuing any remedy provided hereunder or by relevant statutes or other Laws, including,

without limitation, attorneys' fees and advanced costs; postage and delivery, credit check and other out of pocket expenses incurred

by the prevailing party; fees and expenses of collection agencies (whether based on a percentage of the amount owed by the nonprevailing

party, an hourly fee, a fixed fee or otherwise), and whether such costs and expenses are incurred with or without suit; before or after judgment, in any appeal; in any proceedings under any present or future federal bankruptcy act or state receivership

act; or in connection with any mediation, arbitration or other alternative dispute resolution proceeding initiated by the parties.

14. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this

Agreement; and

(c) No litigation or pending threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

15. Covenants. Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements, which arise in respect of the Facility and the use and occupation thereof.

(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the

Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental Law.

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except

upon written permission of SMG.

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this

Agreement without the prior written approval of SMG. If approval is granted by SMG, then all monies received from such broadcast

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will be considered as revenues for which Operator may seek additional fees.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of SMG, and as allowed by applicable Law and regulation.

(g) Licensee shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.

(h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

(i) Licensee shall abide by and conform to all policies and procedures and fire safety rules and regulations adopted or prescribed by SMG, a copy of which has been provided to Licensee and the terms of which are incorporated by reference herein.

(j) Licensee shall not encumber, pledge, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG.

(k) Licensee agrees to abide by all Salt Lake County, Salt Lake City and State of Utah policies and ordinances regarding the placement and posting of advertising and Event announcement signage. The Licensee also agrees to accept responsibility for the

actions of all contracted advertising and sign posting companies.

(l) In permitting the use of the space hereinbefore mentioned, Operator does not relinquish, and does hereby retain, the right to enforce all rules for the management and operation and maintenance of such space. Representatives of Operator and Owner may enter the Authorized Areas at any time and on any occasion without any restrictions whatsoever. The Facility shall at all times be subject to Operator's right to control.

(m) With respect to any Event at the Facility, Licensee shall comply fully with any and all federal, state, foreign, local, and municipal intellectual property statutes, laws, regulations, ordinances, rules, constitutional provisions, common laws, and rights of others in any copyrights or other intellectual property rights applicable to Licensee's activities at the Facility, including, without limitation, compliance with any licenses for the use of musical works and other matters protected by intellectual property rights of others.

(n) Licensee shall use the proper name of the Facility, as it might change from time to time after the date hereof, in any advertising, marketing and communications that refer to the Facility, as such proper name is communicated by Operator to Licensee in writing (as of the date hereof, the proper name is "C al vi n L. Rampto n S al t Pal ace C o nventi o n C enter"); provided, however, that if the name changes, then Licensee shall not be required to replace any printed materials that have already been prepared prior to the date of the communicated name change.

(o) If Licensee elects to utilize an outside Rigging Services provider, then all plans for Rigging Services shall be provided to Operator at least two weeks prior to the start of Licensee's Event. All outside Rigging Services contractors must comply with SMG's Rigging Policies and obtain SMG's approval of those plans.

16. C i v i l R i g h t s A c t . During the performance of this Agreement, Licensee shall comply fully with all applicable provisions of the SALT PALACE CONVENTION CENTER CONTRACT # 65- 16695

Licensee Initial

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Civil Rights Act of 1964, as amended, including Title II (as applicable), and all other regulations promulgated thereunder, in addition to

all applicable state and local ordinances concerning civil rights.

17. A m e r i c a n s W i t h D i s a b i l i t i e s A c t . With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans with Disabilities Act, as amended ("ADA"). Licensee represents that it has viewed or otherwise

apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other

conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the

Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as

Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any

violations of the ADA that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in

order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its

usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the

ADA.

18. C o p y r i g h t s a n d P r o p r i e t a r y M a t e r i a l . Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from

the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right

which is used or incorporated in the Event. Licensee shall indemnify, defend and hold harmless Operator and all other indemnitees designated in Section 12 hereof from any liability, Claim or costs, including attorney's fees, arising from the use of any such materials or such claims of infringement or violation of the rights of their Owner.

19. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of Utah, without giving effect to the conflict of law principles thereof.

(b) Section Headings. The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular sections hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights

and obligations of SMG and Licensee with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, then the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG (however, SMG shall be relieved of its obligations under this Agreement upon the assumption of such obligations by SMG's successor

or assign that manages the Facility, including the County), and to such successors and assigns of Licensee as are permitted to succeed

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to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. SMG and Licensee shall each be and remain an independent contractor with respect

to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or

Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural; Gender. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular, and each gender shall include all other genders. If Licensee is comprised of more than one party, then all obligations of Licensee under this Agreement shall be the joint and several obligations of those parties.

(i) Execution. This Agreement may be signed in counterparts. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution and delivery.

20. Miscellaneous

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or

in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will

not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have

under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of SMG.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that

is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or

(iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt (or the date that delivery is refused) in any case addressed to such party as set forth below or as a party

may designate by written notice given to the other party in accordance herewith.

If to SMG: SMG

Calvin L. Rampton Salt Palace Convention Center

100 South West Temple

Salt Lake City, Utah 84101

Attention: General Manager

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Licensee Initial

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If to Licensee: Utah League of Cities & Towns

50 South 600 East

Suite 150

Salt Lake City, UT 84102

Attention: Nicole Handy

Force Majeure. The performance of this Agreement by either party, in part or in full, is subject to events or occurrences beyond their

control such as, but not limited to, acts of God, war, threat of war, terrorism in the United States, government retaliation against

foreign enemies, government regulations or advisory opinions, disasters, fire, earthquakes, accidents, civil disorder, reasonable personal safety fear of potential attendees, curtailment of transportation services or facilities, or health advisory, any of which make

it illegal, impossible, or deemed inadvisable by federal, state or local police or emergency management agency for the group to assemble and/or for SMG, the Owner or the Facility to provide the Services and the Facility during the dates outlined in this Agreement. It is provided that this Agreement may be terminated for any one or more such reasons by written notice from one party

to the other without liability.

(e) Reservation of Rights. As the owner of a publicly owned facility, Salt Lake County retains the right, under the Constitution of the State of Utah (Article XIV Sec. 3) and under the Management Agreement, to decline to provide funding for the operation of the

Facility in the sole discretion of the County. Where such non-funding renders performance of this Agreement difficult, impractical,

or impossible, it shall not be considered a default under or breach of the terms of this Agreement and the Operator and the County

will not be liable for such failure to perform, except there shall be a pro-rata reduction in the consideration which would otherwise

be payable or due under this Agreement.

(f) Construction. Owner is contracting for the construction of a new convention center hotel (the "Hotel") in the southeast corner of

the city block on which the Facility is located. The Hotel will be built and owned by a third-party developer. The construction is presently expected to occur between fall 2019 and spring 2022—those dates are estimates and are subject to modification.

SMG shall

notify Licensee of any construction or remodeling to be performed in the Facility immediately prior to or during the Event.

Although SMG does not anticipate any significant interference with the Event described in Section 2(a) from the construction of the

Hotel or on the Facility, some impact from noise or construction interruption is possible. If construction on the Hotel or the Facility creates noise or similar construction activities that interfere in any material way with the Event, then (i) Licensee must give

SMG written notice of the interference within 30 days after the conclusion of the Event and (ii) as warranted by the interference SMG

will reduce the License Fee proportionately, in an amount that is mutually acceptable to both Operator and Licensee.

Notwithstanding the foregoing, however: (A) neither SMG nor Owner will be responsible for any incidental or consequential

damages resulting from any such interference; (B) in no event shall SMG or Owner be liable to Licensee for any amount greater than the License Fee for any such interference; (C) as to work on the Hotel, Licensee accepts any immaterial noise and inconvenience that might arise from such construction and waives any reductions in the License Fee therefor, such as noise, vibration or dust arising from typical construction activities; and (D) as to work on the Hotel, Licensee acknowledges that there might be modifications to the entry, egress, loading and circulation spaces in the Facility, such as the creation of temporary passages near construction areas, the relocation of entry or exit doors, the assignment of specific loading docks and other temporary adjustments to the movement of people and freight through the Facility.

(g) BY SIGNING THIS AGREEMENT AND SUBMITTING AN ADVANCE PAYMENT OR DEPOSIT TO SMG, LICENSEE IS MERELY MAKING AN OFFER TO SMG TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING ON THE SALT PALACE CONVENTION CENTER CONTRACT # 65- 16695

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PARTIES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT. Until SMG executes and delivers this Agreement, any advance payment that SMG deposits shall be held in trust for Licensee and shall be refunded to Licensee if the Agreement is not accepted by

SMG. LICENSEE MAY NOT RELY ON ANY VERBAL ASSURANCES MADE BY SMG'S PERSONNEL OR UPON THE AVAILABILITY OF ANY REQUESTED DATES. AUTHORIZED AREAS OR USES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT.

SMG, as agent for Salt Lake County, Owner
of Calvin L. Rampton Salt Palace Convention Center,
100 South West Temple,
Salt Lake City, Utah 84101

Signature:

Name:

Title:

Date:

Utah League of Cities & Towns

50 South 600 East

Suite 150

Salt Lake City, UT 84102

Signature:

Name:

Date:

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Cameron Diehl

9/16/2019

Dan Hayes

10/28/2019

General Manager

EXHIBIT A

EXHIBIT A TO USE LICENSE AGREEMENT

License Fee/Contracted Space

Authorized Area Function Date Time Price Subtotal

Halls 3/2 Exhibits Move-in 09/28/2021, Tue 7:00 AM - 11:59 PM \$0.00 \$0.00
 Meeting Room 255 General Session Move-in 09/28/2021, Tue 7:00 AM - 11:59 PM \$2,580.00 \$2,580.00
 Meeting Room 257 Breakouts Move-in 09/28/2021, Tue 7:00 AM - 11:59 PM \$180.00 \$180.00
 Meeting Room 258 Breakouts Move-in 09/28/2021, Tue 7:00 AM - 11:59 PM \$150.00 \$150.00
 Meeting Room 259 Breakouts Move-in 09/28/2021, Tue 7:00 AM - 11:59 PM \$150.00 \$150.00
 Meeting Room 260 Breakouts Move-in 09/28/2021, Tue 7:00 AM - 11:59 PM \$180.00 \$180.00
 Upper Mezzanine Registration Move-in 09/28/2021, Tue 7:00 AM - 11:59 PM \$0.00 \$0.00
 Halls 3/2 Exhibits 09/29/2021, Wed 7:00 AM - 11:59 PM \$5,020.00 \$5,020.00
 Meeting Room 255 General Session 09/29/2021, Wed 7:00 AM - 11:59 PM \$5,160.00 \$5,160.00
 Meeting Room 257 Breakouts 09/29/2021, Wed 7:00 AM - 11:59 PM \$360.00 \$360.00
 Meeting Room 258 Breakouts 09/29/2021, Wed 7:00 AM - 11:59 PM \$300.00 \$300.00
 Meeting Room 259 Breakouts 09/29/2021, Wed 7:00 AM - 11:59 PM \$300.00 \$300.00
 Meeting Room 260 Breakouts 09/29/2021, Wed 7:00 AM - 11:59 PM \$360.00 \$360.00
 Upper Mezzanine Registration 09/29/2021, Wed 7:00 AM - 11:59 PM \$0.00 \$0.00
 Halls 3/2 Exhibits 09/30/2021, Thu 7:00 AM - 11:59 PM \$5,020.00 \$5,020.00
 Meeting Room 255 General Session 09/30/2021, Thu 7:00 AM - 11:59 PM \$5,160.00 \$5,160.00
 Meeting Room 257 Breakouts 09/30/2021, Thu 7:00 AM - 11:59 PM \$360.00 \$360.00
 Meeting Room 258 Breakouts 09/30/2021, Thu 7:00 AM - 11:59 PM \$300.00 \$300.00
 Meeting Room 259 Breakouts 09/30/2021, Thu 7:00 AM - 11:59 PM \$300.00 \$300.00
 Meeting Room 260 Breakouts 09/30/2021, Thu 7:00 AM - 11:59 PM \$360.00 \$360.00
 Upper Mezzanine Registration 09/30/2021, Thu 7:00 AM - 11:59 PM \$0.00 \$0.00
 Halls 3/2 Exhibits 10/01/2021, Fri 7:00 AM - 11:59 PM \$5,020.00 \$5,020.00
 Meeting Room 255 General Session 10/01/2021, Fri 7:00 AM - 11:59 PM \$5,160.00 \$5,160.00
 Meeting Room 257 Breakouts 10/01/2021, Fri 7:00 AM - 11:59 PM \$360.00 \$360.00
 Meeting Room 258 Breakouts 10/01/2021, Fri 7:00 AM - 11:59 PM \$300.00 \$300.00
 Meeting Room 259 Breakouts 10/01/2021, Fri 7:00 AM - 11:59 PM \$300.00 \$300.00
 Meeting Room 260 Breakouts 10/01/2021, Fri 7:00 AM - 11:59 PM \$360.00 \$360.00
 Upper Mezzanine Registration 10/01/2021, Fri 7:00 AM - 11:59 PM \$0.00 \$0.00

Subtotal \$37,740.00

Discount (\$37,739.00)

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TOTAL \$1. 00*

*Notwithstanding to the foregoing table, if Licensee does not spend at least \$150,960.00 in food and beverage purchases at the Event (excluding sales taxes, gratuity and service charges), then the License Fee shall be increased to \$37,740.00 (the

"Substitute License Fee"). However, Licensee shall receive a credit against the Substitute License Fee in an amount equal

to 25% of the actual sales of food and beverages at the Event (excluding sales taxes, gratuity and service charges). In any

event, the Substitute License Fee (rather than the License Fee shown in the foregoing table) shall be used for the purposes

of calculating liquidated damages under Section 13(e) of the Agreement and determining damages arising from construction under Section 20(f) of the Agreement.

SALT PALACE CONVENTION CENTER CONTRACT # 65- 16695

Licensee Initial

17

SMG Initial

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EXHIBIT B

EXHIBIT B TO USE LICENSE AGREEMENT

CALVIN L. RAMPTON SALT PALACE CONVENTION CENTER

License Fees/Service Expenses

1. Additional Reimbursable Service Expenses.

In addition to the fixed License Fee set forth in Section 5(a) above, Licensee agrees to pay additional reimbursable

Service Expenses, including the Services described in Section 5(b) above. At the request of Licensee, the following

special facilities, equipment, materials, and extra Services will be furnished by SMG for the Event at the prices indicated: To be determined upon the conclusion of the Event.

2. Payment of License Fee.

Fixed License Fee: The fixed License Fee set forth in Section 5(a) above shall be paid in accordance with the following

schedule:

Payable Date Description

\$1.00 08/08/2019 Deposit

(Please return signed Agreement & deposit by due date, as noted above, however, the Agreement is not accepted until

SMG executes and delivers the Agreement-See Section 20(g) above.)

(Final payment of License Fee due thirty (30) days prior to occupancy and use of the Facility).

SALT PALACE CONVENTION CENTER CONTRACT # 65- 16695

Licensee Initial

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SMG Initial

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USE LICENSE AGREEMENT

BY AND BETWEEN

SMG AND UTAH LEAGUE OF CITIES AND
TOWNS

DATED: AUGUST 1, 2019

CONTRACT # 65-16695

Licensee Initial

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SMG Initial

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USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "**Agreement**") is dated as of the 1st day of August, 2019, by and between SMG, a Pennsylvania general partnership, with an address at 300 Four Falls Corporate Center, 300 Conshohocken State Road, West Conshohocken, PA 19428 ("**SMG**" or "**Operator**"), and Utah League of Cities & Towns whose current address is 50 South 600 East, Suite 150, Salt Lake City, UT 84102 (the "**Licensee**").

BACKGROUND

SMG is a party to a certain management agreement (the "**Management Agreement**") dated as of October 24, 2013, as amended or replaced, with Salt Lake County (the "**Owner**"), whereby SMG has been retained to act as Owner's managing agent in respect to a facility commonly known as the Calvin L. Rampton Salt Palace Convention Center (the "**Facility**"), located at 100 South West Temple, Salt Lake City, Utah, which is owned by Owner. Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner's behalf relating to the use of the Facility. Accordingly, SMG, as agent for Owner, desires to grant to Licensee, and Licensee hereby accepts from SMG, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.


(a) SMG hereby grants to Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "**Authorized Areas**"), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A and for the purpose set forth in Section 2(a) (each such date and time, an "**Event**").

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from SMG prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as an additional license fee an amount equal to the sum of SMG's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by SMG to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee's failure to vacate the Authorized Areas upon the completion of the time of use shall constitute a material default hereunder in addition to other defaults identified herein. If Licensee fails to vacate the Authorized Areas of the Facility upon completion of the time of use, Licensee shall pay SMG the greater of: (a) SMG's daily published use rate of the space not vacated as such space is identified in Exhibit A attached hereto; or (b) the amount of actual damages incurred by SMG due to Licensee's failure to vacate the Authorized Areas upon completion of the time of use.

(d) Licensee acknowledges that, in connection with SMG's management and operation of the Facility, SMG utilizes the services of certain third-party independent contractors (the "**Third-Party Contractors**"). Licensee hereby agrees that SMG and the Owner shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

Licensee Initial 

SMG Initial 

(e) Floor Plans and Descriptions.

(i) At least eight (8) weeks prior to the first Event, Licensee shall provide to SMG, for SMG's and the Salt Lake City Fire Marshal's approval, five (5) copies of a full and complete floor plan for the Event, and if requested, furnish a description of all electrical, communications systems, and plumbing work anticipated to be needed for the Event. Based upon a review by SMG and such Fire Marshall of the foregoing materials, SMG may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as SMG may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

(ii) At least four (4) weeks prior to the first Event, Licensee shall provide to SMG information relating to room or hall set-up(s), staging, and event personnel requirements.

(iii) Licensee shall be solely liable for any and all losses arising from Licensee's failure to deliver to SMG the materials described in Subsections (i) and (ii) of this Section 1(e) within the specified time periods, including, without limitation, overtime pay and short-notice delivery fees.

2. **Purpose.**

(a) The Facility is to be used by Licensee solely for the purpose of 2021 Utah League of Cities and Towns. In its use of the Facility, Licensee shall comply with the provisions of any booking, scheduling and services policy (the "**Booking Policy**") promulgated by SMG for the Facility; provided, however, that this Agreement shall prevail in the event of any conflict between the Booking Policy and this Agreement. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or inappropriate purpose, the determination of which shall be in the sole discretion of SMG, or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for all losses occurring at the Facility (whether within or without an Authorized Area) caused to SMG, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "**Laws**") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, or (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 15(m) hereof (relating to intellectual property matters), Section 16 hereof (relating to the Civil Rights Act), and Section 17 hereof (relating to the Americans with Disabilities Act).

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with SMG's general policies and procedures, a copy of which has been provided to Licensee, including fire and safety rules as required by SMG and/or local fire regulations, as such may exist from time to time. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable, non-discriminatory grounds, be objected to by SMG and such person's right to use the Facility may be revoked immediately by SMG.

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(i) SMG shall provide, at the sole expense of Licensee, and in addition to the fee described above, the following services, as required for each Event (such services, together with the services described in Section 6 below, collectively, the "Services"), the expenditures for which (the "Service Expenses") shall be reimbursed by Licensee to SMG: ticket takers, ushers, door guards, dock attendants, and supervisors, which services may include taking admission tickets, checking credentials, ushering, checking bags, purses, backpacks or other materials going into the Facility and denying entry by or passage of a person into the Facility but which services shall exclude security services such as using specialized security equipment (including the use of wands, magnetometers, etc.), wearing badges identifying SMG employees as security personnel and the use of physical force to deny entry to the Facility or to remove people from the Facility; medical services for Event attendees, which services shall include emergency medical technicians and supervisors; utility hook-ups, including electricity, gas, cold water, and waste removal and custodial services in exhibit areas; electricians and mechanical plant staff; approval of all plans for Rigging Services (as defined below) as required under Section 15(o) below, which plan review must be performed exclusively by SMG, including diagram review, weight load calculations and verifying certifications for labor and equipment; Audiovisual Services (as defined below) and Rigging Services, unless Licensee elects to use its own providers for the Rigging Services and the Audiovisual Services (see Section 6 below); and special facilities, equipment and materials, or extra services furnished by SMG at the request of Licensee or as outlined in Exhibit B attached hereto. SMG may provide these services itself or through designated Third-Party Contractors, agents or assigns (such providers, together with the providers described in Section 6 below, collectively the "Providers").

(ii) SMG shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that some of the Services are contracted services, the costs of which are subject to change.

(c) Services provided by SMG. SMG shall furnish, without additional costs to Licensee, normal heat or air conditioning during Event, overhead lighting, use of restroom facilities and janitorial services (consisting of cleaning of common public areas, meeting rooms and restrooms) and one standard set-up per contracted Authorized Area for meetings, general sessions, and banquets in carpeted meeting rooms only, excluding exhibit halls. Additional room sets after the initial set are subject to additional costs.

6. **Exclusive and Other Services.** SMG reserves the exclusive right to provide each of the following Services either directly or through other Providers, except as follows: (i) Licensee is responsible for arranging any Security Services with its own Security Providers in compliance with the provisions set forth below; and (ii) Licensee may elect to use other Providers for Rigging Services and Audiovisual Services only. SMG may have Licensee enter into separate agreements with Providers of the Services, and Licensee shall pay for the Services to SMG or to the Provider, as directed by SMG. If Licensee desires Security Services, then Licensee shall enter into its own separate agreement with the Security Provider.

(a) Food Concession. All concession rights are reserved to SMG or its designated Providers and SMG or its designated Providers shall have the sole right to sell, give away or dispense food and beverages, at its discretion. Operator may utilize any unused space or erect portable concession stands as needed for servicing of Licensee's patrons, within the Facility for this purpose. Neither Licensee nor Licensee's exhibitors shall give away or sell food concession items under the terms of this Agreement without express written consent of the Operator.

(b) Catering. All catering services are reserved to SMG or its designated Providers, and SMG or its designated Providers shall have the sole right to provide catering services within the Facility and its premises. Licensee and Licensees' exhibitors or invitees are prohibited from preparing or bringing upon the Facility or its premises, their own food and beverage, including water, for whatever banquet, luncheon, convention, exhibition, or similar activity in which they might engage unless approved by SMG.

Licensee Initial 

SMG Initial 

(c) Business Center. SMG reserves the sole right to operate a business center directly or through designated Providers for the purpose of providing business services to Licensee and Licensees' exhibitors or invitees. Business services include, but are not limited to small package shipping, equipment rental, copying, faxing, cellular telephone rental, etc. Licensee shall not contract with an independent contractor to operate such a business center in the Facility.

(d) Automated Teller Machines ("ATM") services in the public concourse areas throughout the Facility are reserved to SMG or its designated Providers. Neither Licensee nor Licensee's exhibitors or contractors shall put in place any ATM machines in the public concourse areas.

(e) Telecommunications. SMG reserves the sole right to provide telecommunication services, including telephone and internet connections, throughout the Facility either directly or through designated Providers. Neither Licensee nor Licensee's exhibitors or contractors shall put in place any telecommunication services in the Facility.

(f) Audio Visual. Audio visual, staging and lighting services (collectively the "Audiovisual Services") are available at the Facility through SMG and may be provided by a Provider designated by SMG. The Provider can patch into the existing Facility infrastructure any audio visual equipment necessary. However, Licensee may use its own provider for Audiovisual Services. If Licensee contracts with another outside service provider for Audiovisual Services, then additional fees may apply, including patching fees, electrical hookup fees, etc.

(g) Rigging Services. Rigging Services are available at the Facility through SMG and may be provided by a Provider designated by SMG. Rigging services include attaching hardware and equipment to the Facility structures for lighting, audiovisual equipment, screens, scenic displays and other features (the "Rigging Services"). However, Licensee may use its own provider for Rigging Services. If Licensee contracts with another outside Rigging Services provider, additional fees may apply, including, advance review of Rigging Services plans (see Section 15(o)). Advance Rigging Services may include a review of all rigging plans to determine proper weight calculations and inspection of rigging equipment. All Rigging Service providers are required to adhere to the Facility's Rigging Services policies and procedures (the "Rigging Policies", which are available on request).

(h) Security Services. SMG does not provide direct security services (the "Security Services") for the Event. However, Licensee may engage a licensed contract security company (the "Security Provider") to provide Security Services, but: (i) the Security Services must comply with SMG's general policies and procedures; (ii) the Security Provider must provide SMG with a written agreement (on a form provided by SMG), by which the Security Provider certifies, among other things, that the Security Provider and its security officers hold proper Utah licenses and will coordinate emergency and security plans with SMG in advance; and (iii) Licensee shall be responsible to pay the Security Provider separately.

7. **Abandonment or Vacation of Facility.** In the event that the Licensee fails, neglects or refuses to remove its property, or property of any of its subcontractors, from the authorized areas of the Facility or related parking lots and driveways promptly upon a termination for default or after the time specified for removal thereof, said property shall be deemed abandoned and SMG shall have the right to remove, place in storage, or otherwise dispose of any such property at the sole cost and expense of Licensee.

8. **Non-Exclusive Use.** Operator shall have the right to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space.

9. **Payment Terms.**

Licensee Initial 

SMG Initial 

(30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies. The commercial liability insurance described above shall be primary and noncontributory. The coverage provided shall be occurrence-based and not claims made. The coverage limits shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

(ii) Licensee hereby acknowledges that the coverage limits contained in any policy shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 12 below.

(c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against SMG and Owner and their respective officers, directors, employees and agents. This does not apply to those acts, errors or omissions resulting from the sole negligence of SMG.

12. **Indemnification.**


Licensee shall indemnify, defend, and hold harmless SMG, Owner, and their respective officers, directors, agents, and employees from and against any and all losses arising from (i) the matters described in Section 1(e)(iii) hereof, (ii) the matters described in Section 2(b) hereof, (iii) the matters described in Section 15 hereof, and/or (iv) personal or bodily injury to or death of persons or damage to or theft of the property of SMG or Owner to the extent caused by the negligent acts, errors and/or omissions or the intentional or willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees. Licensee shall also indemnify SMG and the other Indemnified Parties as set forth in Section 2(d) hereof. The provisions set forth in this section shall survive termination of this Agreement.

13. **Default, Termination and Other Remedies.**

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails to pay any amount due hereunder (including, without limitation, the License Fee or the Service Expenses) when the same are required to be paid hereunder, (ii) Licensee or any of its officers, directors, employees or agents fail to perform or fulfill any other material term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default and diligently to prosecute such cure to completion thereafter, or (iii) Licensee makes a general assignment for the benefit of creditors. SMG shall be in default under this Agreement if SMG fails to perform or fulfill any material term, covenant, or condition contained in this Agreement and SMG fails to commence a cure thereof within five (5) business days after SMG has been served with written notice of such default and diligently to prosecute such cure to completion thereafter. If the default relates to the space provided in the Facility, then SMG may cure that default by providing reasonably equivalent space in the Facility. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, at the sole discretion of SMG, or if the breach occurs during or within ten (10) days before the Event, then SMG may, in its discretion, require that such breach be cured in less than five (5) business days or immediately if an emergency.

(b) Termination. Upon a material default and failure to cure pursuant to Section 13(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto.

Licensee Initial 

SMG Initial 

(c) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, SMG shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(d) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to SMG by reason of this Agreement are unique and that SMG may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore SMG, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility.

(e) Liquidated Damages. In this section, the term "**Reservation Period**" refers to the period of time between the date of this Agreement and the first date of the Event that is shown in Exhibit A, which period shall be divided into four quarters for the purposes described below. Licensee acknowledges that (1) SMG manages multiple facilities for Owner; (2) each facility has many authorized areas available for use; (3) by blocking out Authorized Areas for use by Licensee pursuant to this Agreement, SMG may forfeit multiple opportunities to license those Authorized Areas to other users during the same periods; (4) the scheduled Event creates other intangible benefits to Owner and SMG that are difficult to quantify, including use of hotel rooms and local spending by Event participants, which generate sales tax revenues for Owner; and (5) Owner receives the benefit of License Fee revenues. For these and other reasons, if a party were to default under this Agreement or if a party were to cancel an Event (either referred to as a "**canceling party**"), then the amount of actual damages sustained by the non-defaulting party or the non-canceling party (either referred to as a "**non-canceling party**") would be extremely difficult to ascertain. Both parties agree that should the Event cancel for any reason or should a material default occur, that the non-canceling party will suffer damages. The closer in time to the date of the Event that a cancellation occurs, the less likely it is that the non-canceling party will be able to recover its losses. Therefore, the parties agree that if a party wrongfully cancels any Event covered by this Agreement or fails to cure a material default, the canceling party will pay the non-canceling party as liquidated damages and not as penalty, the amounts set forth in the table below, and the parties agree that such amounts constitute reasonable provision for liquidated damages and that such damages could not be otherwise calculated. These liquidated damages will be paid to the non-canceling party for the Event as follows:

If either party cancels the Event or fails to cure a material default during the following quarter of the Reservation Period:	then the canceling party shall pay the non-canceling party the following percentage of the License Fee amount as liquidated damages:
First	25%
Second	50%
Third	75%
Fourth	100%

In no event shall a canceling party be liable for incidental or consequential damages sustained by the non-canceling party or others claiming by, through or under the non-canceling party in connection with any breach by the canceling Party of this Agreement. The canceling party shall pay the non-canceling party the foregoing liquidated damage amount within ten days after receiving an invoice from the non-canceling party. If Licensee is the canceling party, then: (i) SMG may apply any deposits that it is holding under this

Licensee Initial 

SMG Initial 

SALT PALACE CONVENTION CENTER

CONTRACT # 65-16695

Agreement toward payment of the foregoing liquidated damages, without notice to or approval by Licensee; and (ii) Licensee acknowledges that to the extent SMG is obligated by applicable Law to mitigate its damages arising from Licensee's cancellation of an Event, SMG may first fill other authorized areas at the Facility and authorized areas for other facilities that SMG manages for Owner before filling the reserved time for the Event (only License Fees and not food and beverage amounts will be considered in determining damage mitigation). If SMG is the canceling party, then in addition to the liquidated damages set forth above, SMG also shall refund to Licensee (for amounts already paid) or excuse Licensee's payment of (for amounts unpaid) the License Fee shown in exhibit A.

(f) **Costs of Enforcement.** If there is a dispute concerning this Agreement or if a party seeks to enforce its rights under this Agreement, then the non-prevailing party shall pay all reasonable costs and expenses that the prevailing party incurs in connection with the dispute or enforcement or in pursuing any remedy provided hereunder or by relevant statutes or other Laws, including, without limitation, attorneys' fees and advanced costs; postage and delivery, credit check and other out of pocket expenses incurred by the prevailing party; fees and expenses of collection agencies (whether based on a percentage of the amount owed by the non-prevailing party, an hourly fee, a fixed fee or otherwise), and whether such costs and expenses are incurred with or without suit; before or after judgment, in any appeal; in any proceedings under any present or future federal bankruptcy act or state receivership act; or in connection with any mediation, arbitration or other alternative dispute resolution proceeding initiated by the parties.

14. **Representations and Warranties.** Each party hereby represents and warrants to the other party, and agrees as follows:

- (a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- (b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and
- (c) No litigation or pending threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

15. **Covenants.** Licensee hereby covenants as follows:

- (a) Licensee shall not occupy or use the Facility except as provided in this Agreement.
- (b) Licensee shall comply with all legal requirements, which arise in respect of the Facility and the use and occupation thereof.
- (c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "**Hazardous Material**" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental Law.
- (d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of SMG.
- (e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of SMG. If approval is granted by SMG, then all monies received from such broadcast

Licensee Initial


SMG Initial


will be considered as revenues for which Operator may seek additional fees.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of SMG, and as allowed by applicable Law and regulation.

(g) Licensee shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.

(h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

(i) Licensee shall abide by and conform to all policies and procedures and fire safety rules and regulations adopted or prescribed by SMG, a copy of which has been provided to Licensee and the terms of which are incorporated by reference herein.

(j) Licensee shall not encumber, pledge, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG.

(k) Licensee agrees to abide by all Salt Lake County, Salt Lake City and State of Utah policies and ordinances regarding the placement and posting of advertising and Event announcement signage. The Licensee also agrees to accept responsibility for the actions of all contracted advertising and sign posting companies.

(l) In permitting the use of the space hereinbefore mentioned, Operator does not relinquish, and does hereby retain, the right to enforce all rules for the management and operation and maintenance of such space. Representatives of Operator and Owner may enter the Authorized Areas at any time and on any occasion without any restrictions whatsoever. The Facility shall at all times be subject to Operator's right to control.

(m) With respect to any Event at the Facility, Licensee shall comply fully with any and all federal, state, foreign, local, and municipal intellectual property statutes, laws, regulations, ordinances, rules, constitutional provisions, common laws, and rights of others in any copyrights or other intellectual property rights applicable to Licensee's activities at the Facility, including, without limitation, compliance with any licenses for the use of musical works and other matters protected by intellectual property rights of others.

(n) Licensee shall use the proper name of the Facility, as it might change from time to time after the date hereof, in any advertising, marketing and communications that refer to the Facility, as such proper name is communicated by Operator to Licensee in writing (as of the date hereof, the proper name is "Calvin L. Rampton Salt Palace Convention Center"); provided, however, that if the name changes, then Licensee shall not be required to replace any printed materials that have already been prepared prior to the date of the communicated name change.

(o) If Licensee elects to utilize an outside Rigging Services provider, then all plans for Rigging Services shall be provided to Operator at least two weeks prior to the start of Licensee's Event. All outside Rigging Services contractors must comply with SMG's Rigging Policies and obtain SMG's approval of those plans.

16. **Civil Rights Act.** During the performance of this Agreement, Licensee shall comply fully with all applicable provisions of the

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SMG Initial DS
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Civil Rights Act of 1964, as amended, including Title II (as applicable), and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning civil rights.

17. **Americans With Disabilities Act.** With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans with Disabilities Act, as amended ("ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations of the ADA that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

18. **Copyrights and Proprietary Material.** Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the Event. Licensee shall indemnify, defend and hold harmless Operator and all other indemnitees designated in Section 12 hereof from any liability, Claim or costs, including attorney's fees, arising from the use of any such materials or such claims of infringement or violation of the rights of their Owner.

19. **Construction of this Agreement**

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of Utah, without giving effect to the conflict of law principles thereof.

(b) Section Headings. The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular sections hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of SMG and Licensee with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, then the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG (however, SMG shall be relieved of its obligations under this Agreement upon the assumption of such obligations by SMG's successor or assign that manages the Facility, including the County), and to such successors and assigns of Licensee as are permitted to succeed

Licensee Initial 

SMG Initial 

to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. SMG and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural; Gender. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular, and each gender shall include all other genders. If Licensee is comprised of more than one party, then all obligations of Licensee under this Agreement shall be the joint and several obligations of those parties.

(i) Execution. This Agreement may be signed in counterparts. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution and delivery.

20. **Miscellaneous.**

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.


(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of SMG.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt (or the date that delivery is refused) in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to SMG:

SMG
Calvin L. Rampton Salt Palace Convention Center
100 South West Temple
Salt Lake City, Utah 84101
Attention: General Manager

Licensee Initial 

SMG Initial 

SALT PALACE CONVENTION CENTER

CONTRACT # 65-16695

If to Licensee:

Utah League of Cities & Towns
50 South 600 East
Suite 150
Salt Lake City, UT 84102

Attention: Nicole Handy

Force Majeure. The performance of this Agreement by either party, in part or in full, is subject to events or occurrences beyond their control such as, but not limited to, acts of God, war, threat of war, terrorism in the United States, government retaliation against foreign enemies, government regulations or advisory opinions, disasters, fire, earthquakes, accidents, civil disorder, reasonable personal safety fear of potential attendees, curtailment of transportation services or facilities, or health advisory, any of which make it illegal, impossible, or deemed inadvisable by federal, state or local police or emergency management agency for the group to assemble and/or for SMG, the Owner or the Facility to provide the Services and the Facility during the dates outlined in this Agreement. It is provided that this Agreement may be terminated for any one or more such reasons by written notice from one party to the other without liability.

(e) Reservation of Rights. As the owner of a publicly owned facility, Salt Lake County retains the right, under the Constitution of the State of Utah (Article XIV Sec. 3) and under the Management Agreement, to decline to provide funding for the operation of the Facility in the sole discretion of the County. Where such non-funding renders performance of this Agreement difficult, impractical, or impossible, it shall not be considered a default under or breach of the terms of this Agreement and the Operator and the County will not be liable for such failure to perform, except there shall be a pro-rata reduction in the consideration which would otherwise be payable or due under this Agreement.


(f) Construction. Owner is contracting for the construction of a new convention center hotel (the "Hotel") in the southeast corner of the city block on which the Facility is located. The Hotel will be built and owned by a third-party developer. The construction is presently expected to occur between fall 2019 and spring 2022—those dates are estimates and are subject to modification. SMG shall notify Licensee of any construction or remodeling to be performed in the Facility immediately prior to or during the Event.

Although SMG does not anticipate any significant interference with the Event described in Section 2(a) from the construction of the Hotel or on the Facility, some impact from noise or construction interruption is possible. If construction on the Hotel or the Facility creates noise or similar construction activities that interfere in any material way with the Event, then (i) Licensee must give SMG written notice of the interference within 30 days after the conclusion of the Event and (ii) as warranted by the interference SMG will reduce the License Fee proportionately, in an amount that is mutually acceptable to both Operator and Licensee.

Notwithstanding the foregoing, however: (A) neither SMG nor Owner will be responsible for any incidental or consequential damages resulting from any such interference; (B) in no event shall SMG or Owner be liable to Licensee for any amount greater than the License Fee for any such interference; (C) as to work on the Hotel, Licensee accepts any immaterial noise and inconvenience that might arise from such construction and waives any reductions in the License Fee therefor, such as noise, vibration or dust arising from typical construction activities; and (D) as to work on the Hotel, Licensee acknowledges that there might be modifications to the entry, egress, loading and circulation spaces in the Facility, such as the creation of temporary passages near construction areas, the relocation of entry or exit doors, the assignment of specific loading docks and other temporary adjustments to the movement of people and freight through the Facility.

(g) BY SIGNING THIS AGREEMENT AND SUBMITTING AN ADVANCE PAYMENT OR DEPOSIT TO SMG, LICENSEE IS MERELY MAKING AN OFFER TO SMG TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING ON THE

Licensee Initial 

SMG Initial 

SALT PALACE CONVENTION CENTER

CONTRACT # 65-16695

PARTIES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT. Until SMG executes and delivers this Agreement, any advance payment that SMG deposits shall be held in trust for Licensee and shall be refunded to Licensee if the Agreement is not accepted by SMG. LICENSEE MAY NOT RELY ON ANY VERBAL ASSURANCES MADE BY SMG'S PERSONNEL OR UPON THE AVAILABILITY OF ANY REQUESTED DATES. AUTHORIZED AREAS OR USES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT.

**SMG, as agent for Salt Lake County, Owner
of Calvin L. Rampton Salt Palace Convention Center,
100 South West Temple,
Salt Lake City, Utah 84101**

DS
Bl

Signature: 
36430EA7AB26405...

Name: Dan Hayes

Title: General Manager

Date: 10/28/2019

**Utah League of Cities & Towns
50 South 600 East
Suite 150
Salt Lake City, UT 84102**

Signature: 
E24BA9675FC0412...

Name: Cameron Diehl

Date: 9/16/2019

Licensee Initial 

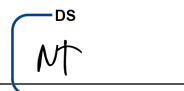
SMG Initial 

EXHIBIT A

EXHIBIT A TO USE LICENSE AGREEMENT

License Fee/Contracted Space

<u>Authorized Area</u>	<u>Function</u>	<u>Date</u>	<u>Time</u>	<u>Price</u>	<u>Subtotal</u>
Halls 3/2	Exhibits Move-in	09/28/2021, Tue	7:00 AM - 11:59 PM	\$0.00	\$0.00
Meeting Room 255	General Session Move-in	09/28/2021, Tue	7:00 AM - 11:59 PM	\$2,580.00	\$2,580.00
Meeting Room 257	Breakouts Move-in	09/28/2021, Tue	7:00 AM - 11:59 PM	\$180.00	\$180.00
Meeting Room 258	Breakouts Move-in	09/28/2021, Tue	7:00 AM - 11:59 PM	\$150.00	\$150.00
Meeting Room 259	Breakouts Move-in	09/28/2021, Tue	7:00 AM - 11:59 PM	\$150.00	\$150.00
Meeting Room 260	Breakouts Move-in	09/28/2021, Tue	7:00 AM - 11:59 PM	\$180.00	\$180.00
Upper Mezzanine	Registration Move-in	09/28/2021, Tue	7:00 AM - 11:59 PM	\$0.00	\$0.00
Halls 3/2	Exhibits	09/29/2021, Wed	7:00 AM - 11:59 PM	\$5,020.00	\$5,020.00
Meeting Room 255	General Session	09/29/2021, Wed	7:00 AM - 11:59 PM	\$5,160.00	\$5,160.00
Meeting Room 257	Breakouts	09/29/2021, Wed	7:00 AM - 11:59 PM	\$360.00	\$360.00
Meeting Room 258	Breakouts	09/29/2021, Wed	7:00 AM - 11:59 PM	\$300.00	\$300.00
Meeting Room 259	Breakouts	09/29/2021, Wed	7:00 AM - 11:59 PM	\$300.00	\$300.00
Meeting Room 260	Breakouts	09/29/2021, Wed	7:00 AM - 11:59 PM	\$360.00	\$360.00
Upper Mezzanine	Registration	09/29/2021, Wed	7:00 AM - 11:59 PM	\$0.00	\$0.00
Halls 3/2	Exhibits	09/30/2021, Thu	7:00 AM - 11:59 PM	\$5,020.00	\$5,020.00
Meeting Room 255	General Session	09/30/2021, Thu	7:00 AM - 11:59 PM	\$5,160.00	\$5,160.00
Meeting Room 257	Breakouts	09/30/2021, Thu	7:00 AM - 11:59 PM	\$360.00	\$360.00
Meeting Room 258	Breakouts	09/30/2021, Thu	7:00 AM - 11:59 PM	\$300.00	\$300.00
Meeting Room 259	Breakouts	09/30/2021, Thu	7:00 AM - 11:59 PM	\$300.00	\$300.00
Meeting Room 260	Breakouts	09/30/2021, Thu	7:00 AM - 11:59 PM	\$360.00	\$360.00
Upper Mezzanine	Registration	09/30/2021, Thu	7:00 AM - 11:59 PM	\$0.00	\$0.00
Halls 3/2	Exhibits	10/01/2021, Fri	7:00 AM - 11:59 PM	\$5,020.00	\$5,020.00
Meeting Room 255	General Session	10/01/2021, Fri	7:00 AM - 11:59 PM	\$5,160.00	\$5,160.00
Meeting Room 257	Breakouts	10/01/2021, Fri	7:00 AM - 11:59 PM	\$360.00	\$360.00
Meeting Room 258	Breakouts	10/01/2021, Fri	7:00 AM - 11:59 PM	\$300.00	\$300.00
Meeting Room 259	Breakouts	10/01/2021, Fri	7:00 AM - 11:59 PM	\$300.00	\$300.00
Meeting Room 260	Breakouts	10/01/2021, Fri	7:00 AM - 11:59 PM	\$360.00	\$360.00
Upper Mezzanine	Registration	10/01/2021, Fri	7:00 AM - 11:59 PM	\$0.00	\$0.00

Subtotal	\$37,740.00
Discount	(\$37,739.00)

Licensee Initial 

SMG Initial 

SALT PALACE CONVENTION CENTER

CONTRACT # 65-16695

TOTAL \$1.00*

***Notwithstanding the foregoing table, if Licensee does not spend at least \$150,960.00 in food and beverage purchases at the Event (excluding sales taxes, gratuity and service charges), then the License Fee shall be increased to \$37,740.00 (the "Substitute License Fee"). However, Licensee shall receive a credit against the Substitute License Fee in an amount equal to 25% of the actual sales of food and beverages at the Event (excluding sales taxes, gratuity and service charges). In any event, the Substitute License Fee (rather than the License Fee shown in the foregoing table) shall be used for the purposes of calculating liquidated damages under Section 13(e) of the Agreement and determining damages arising from construction under Section 20(f) of the Agreement.**

Licensee Initial DS
CD

SMG Initial DS
MT

EXHIBIT B
EXHIBIT B TO USE LICENSE AGREEMENT
CALVIN L. RAMPTON SALT PALACE CONVENTION CENTER

License Fees/Service Expenses

1. Additional Reimbursable Service Expenses.

In addition to the fixed License Fee set forth in Section 5(a) above, Licensee agrees to pay additional reimbursable Service Expenses, including the Services described in Section 5(b) above. At the request of Licensee, the following special facilities, equipment, materials, and extra Services will be furnished by SMG for the Event at the prices indicated: To be determined upon the conclusion of the Event.

2. Payment of License Fee.

Fixed License Fee: The fixed License Fee set forth in Section 5(a) above shall be paid in accordance with the following schedule:

<u>Payable</u>	<u>Date</u>	<u>Description</u>
\$1.00	08/08/2019	Deposit

(Please return signed Agreement & deposit by due date, as noted above, however, the Agreement is not accepted until SMG executes and delivers the Agreement-See Section 20(g) above.)

(Final payment of License Fee due thirty (30) days prior to occupancy and use of the Facility).

Licensee Initial CD

SMG Initial NT



Millcreek Planning and Zoning

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

STAFF MEMORANDUM

From: Francis Xavier Lilly, AICP, Assistant City Manager / Planning Director

To: City Council

Meeting Date: 11 July 2022

RE: Amendments to Chapter 19.86 of the Millcreek Code pertaining to the powers and duties of the Historic Preservation Commission

Applicant: City

File No.: ZT-22-004

Request

In April, 2021, the Millcreek City Council adopted a new Historic Preservation Ordinance that established a Historic Preservation Commission ("HPC"). Earlier this year, the City Council appointed the seven-member HPC and we recently held the first-ever HPC meeting.

One of the goals of the new ordinance is to qualify Millcreek as a Certified Local Government ("CLG") under the National Historic Preservation Act of 1966. Designation as a CLG allows the City and owners of registered historic sites within Millcreek to apply for federal grants for historic preservation, through the State Historic Preservation Office ("SHPO").

State and Federal Law require that Cities have a suitable historic preservation ordinance and enact an HPC in order to qualify as a CLG. Recently, the SHPO informed us that, in order become a CLG, we need to add one item to the list of powers and duties of the HPC, which are enumerated in Section 19.86.040 of the Millcreek Code:

"Support the enforcement of all state and local legislation relating to historic preservation."

This additional power and duty, along with the ten others listed, will meet the standards established by the Federal Government for a CLG designation.

Staff recommends the support of the Planning Commission in this text amendment, which will allow us to be designated as a certified local government, which would then unlock funding opportunities for the City and for eligible Millcreek landowners to obtain grants for historic preservation efforts in our community.

Community Council Recommendations

This request went to all four Community Councils. The Mount Olympus Community Council, East Mill Creek Community Council, and the Canyon Rim Citizens Association all supported the proposed changes with unanimous votes of the members present at the meetings. The Millcreek Community Council voted 5 in support to 1 opposed to recommend the proposed changes to the duties and powers of the Historic Preservation Commission.



Millcreek Planning and Zoning

3330 South 1300 East

Millcreek, Utah 84106

801-214-2700

millcreek.us

Planning Commission Recommendation

The Planning Commission held a public hearing regarding this matter at their meeting on 29 June 2022. At that meeting, they voted unanimously among the Commissioners present to recommend that the City Council adopt the amendments to the Historic Preservation ordinance as presented by staff.

Proposed Amendments

The proposed text amendment will read as follows, with new language underlined and in red text.

19.86.040 Powers And Duties Of The Historic Preservation Commission

The Historic Preservation Commission shall have the following duties:

- A. Issue Certifications of Historical Appropriateness (COA).
 - B. Conduct research and collect information on the history of Millcreek, including the establishment of a repository for important documents, artifacts and other items of historical significance.
 - C. Provide a written history of Millcreek, as well as an historical program which outlines Millcreek's history for various age groups in the community. This may include, but not be limited to, the use of written summaries of history, visual exhibits, video tapes, displays, and other media.
 - D. Increase the awareness of Millcreek's history through the commemoration of historical events.
 - E. Designate entries on the National Register of Historic Sites in Utah and recommend to the State Historic Preservation Officer nominations for the National Register of Historic ~~places~~Places, utilizing the criteria for evaluation from the National Register.
 - F. Attend at least one informational or educational meeting each year, sponsored by the State Historic Preservation Office, pertaining to the work and functions of the Commission or to historic preservation.
 - G. Submit an annual report of the activities of the Commission to the State Historic Preservation Office and to the City Council.
 - H. Review all proposed National Register nominations for properties within the boundaries of the City.
 - I. Conduct or cause to be conducted a survey of cultural resources in the City which in form and content will be compatible to the Utah inventory of historic and archaeological sites.
 - J. Act in an advisory role to other officials and departments of the City regarding the protection of local cultural resources and shall act as a liaison on behalf of the City to individuals and organizations within the City concerned with historic preservation.
 - K. Support the enforcement of all state and local legislation relating to historic preservation.
-



Millcreek Planning and Zoning

3330 South 1300 East

Millcreek, Utah 84106

801-214-2700

millcreek.us

Attachments

1. [Link: National Park Service CLG Program Page](#)
 2. [Link: Utah State Historic Preservation Office CLG Program Page](#)
 3. CLG Program Summary from the Utah State Historic Preservation Office
-

Certified Local Government Program

Utah State Historic Preservation Office



What is a Certified Local Government?

A Certified Local Government (CLG) is a local government that has been “certified” by the National Park Service.



How does a local government become a CLG?

- Pass a preservation ordinance
- Appoint a historic preservation commission





Grant Information

- CLG Grants are available every January. The application is due in February.
- These are reimbursement matching (50/50) grants.
- CLG Grant awards are limited to \$10,000 maximum.
- Grant cycle runs for 16 months (April till the following August)

CLG Grant Projects

Survey

National Register Nomination

Pre-Development

Development

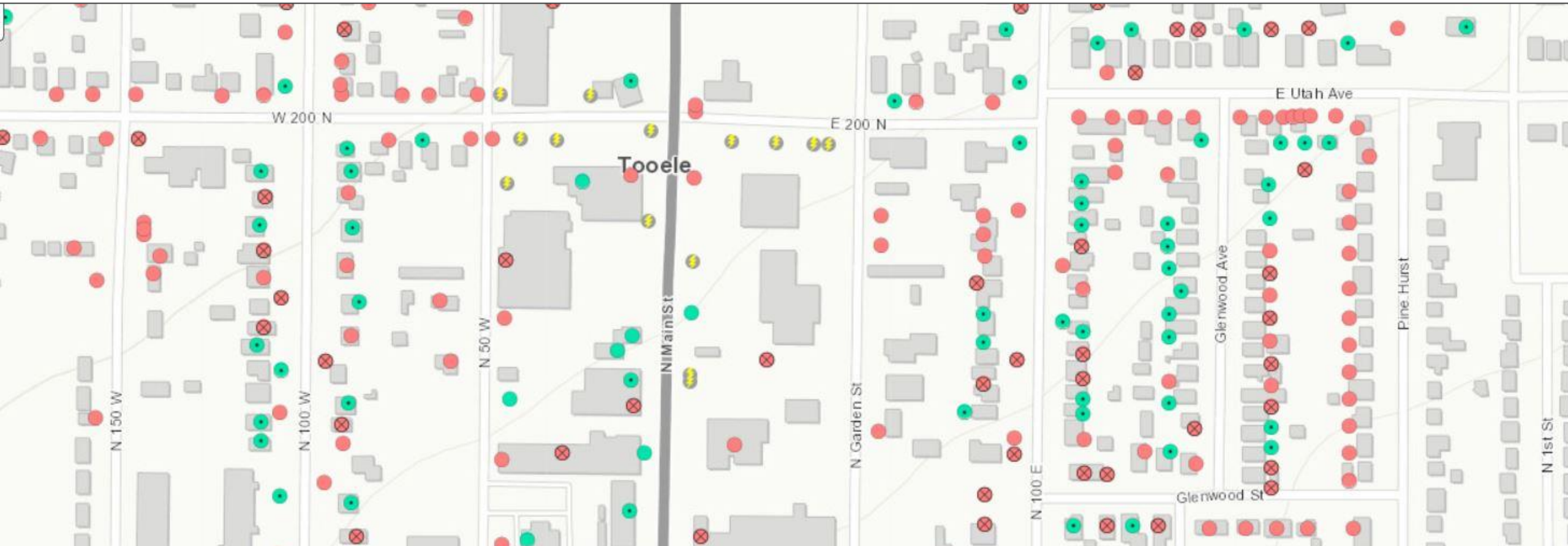
Preservation Planning

Education and Outreach



Survey

Reconnaissance Level Survey
Intensive Level Survey



National Register Nomination



**Individual
Historic District
Multiple Property Submission**

Pre-Development

Architectural/Engineering Studies

CAHOON MANSION



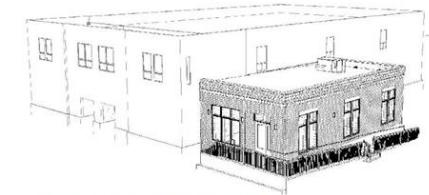
ENVELOPE STABILIZATION ASSESSMENT

Entelen Design-Build, LLC. + FFKR Architects

ELITE HALL ADDITION 98 WEST MAIN ST HYRUM, UTAH

Case, Lowe and Hart, Inc.
2484 Washington Blvd. Ste 510
Ogden, Utah 84401

Reeve & Associates
5160 1500 W
Riverdale, Utah 84405



DRAWING INDEX

0001	TITLE SHEET
0002	CODE REVIEW & LIFE SAFETY
01	01 SITE PLAN
MP0401	MECHANICAL AND PLUMBING DEMOLITION PLAN
ED102	ELECTRICAL DEMOLITION PLAN - 2nd FLOOR/2ND
02	02 FLOOR/2ND
0301	GENERAL ELECTRICAL NOTES
0301	FOUNDATION PLAN
0302	SHEAR WALL PLAN
0309	ROOF FRAMING PLAN
0401	FOOTING AND FOUNDATION DETAILS
0401	AGA, SYMBOLS AND ABBREVIATIONS
0401	OVERALL PLAN
0401	FOUNDATION BRACE PLAN
0402	FLOOR PLAN
0402	FINISH FLOOR PLAN AND WALL TYPES
0404	REFLECTED CEILING PLAN
0404	SECOND FLOOR PLANS
0405	SECOND FLOOR REFLECTED CEILING PLAN
0407	ROOF PLAN
0407	EXTERIOR ELEVATIONS
0407	EXTERIOR ELEVATIONS
0407	BUILDING SECTION
0407	ENLARGED PLAN
0408	ENLARGED ONE FLOOR PLAN
0408	ENLARGED PLAN
0408	DETAILS
0408	DETAILS
0408	DOOR TYPES AND DOORCASE AND WINDOW TYPES
0401	PLUMBING SCHEDULES
0401	PLUMBING PLANS
0401	PLUMBING PLANS
0401	PLUMBING DETAILS
0401	MECHANICAL SCHEDULES
0401	MECHANICAL SCHEDULES
0401	MECHANICAL DETAILS
0401	EXISTING SECOND FLOOR MECHANICAL PLAN
0401	MECHANICAL DETAILS
0401	ELECTRICAL LEGEND & SCHEDULES
0401	ELECTRICAL SCHEDULES
0401	ELECTRICAL LIGHTING PLANS
0401	ELECTRICAL POWER PLANS
0401	ELECTRICAL ELEVATIONS
0401	ELECTRICAL DETAILS



Case, Lowe & Hart, Inc. • 2484 Washington Blvd. Ste 510 • Ogden, Utah • 84401
Reeve & Associates • 5160 1500 W • Riverdale, Utah • 84405

CONSULTANTS



ELITE HALL ADDITION
98 WEST MAIN ST.
HYRUM, UTAH

DATE: 08/28/2018
PROJECT NO: 18030
DRAWN BY: J. Baker
CHECKED BY: C. Baker

BID PERMIT SET
07/27/2018

TITLE SHEET

0001

IF THESE WALLS ARE TO BE REMOVED, THEY SHALL BE RECONSTRUCTED TO ORIGINAL CONDITION OR BETTER.
© 2018 CASE, LOWE & HART, INC. ALL RIGHTS RESERVED.

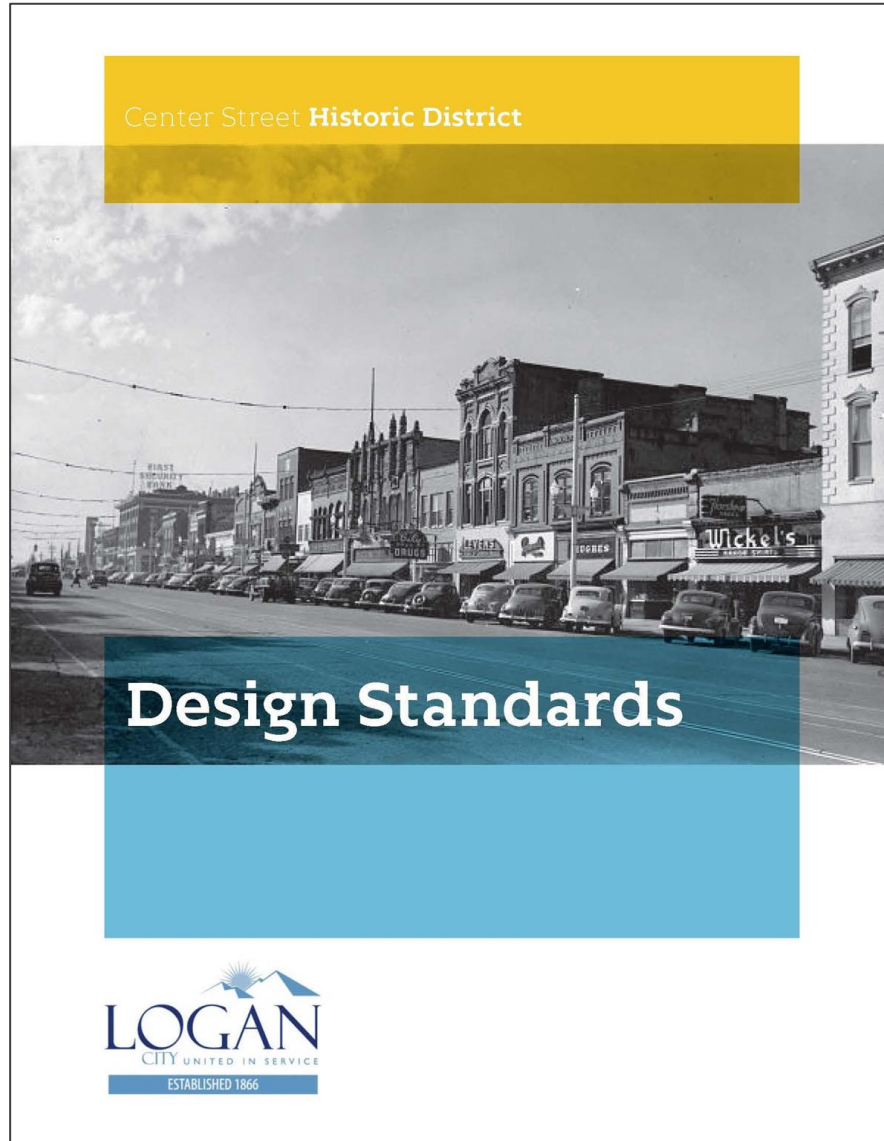
Development



Rehabilitation of National Register-listed properties



Preservation Planning



Historic Preservation Commission meetings

Local historic preservation plans, ordinances, design guidelines, etc.

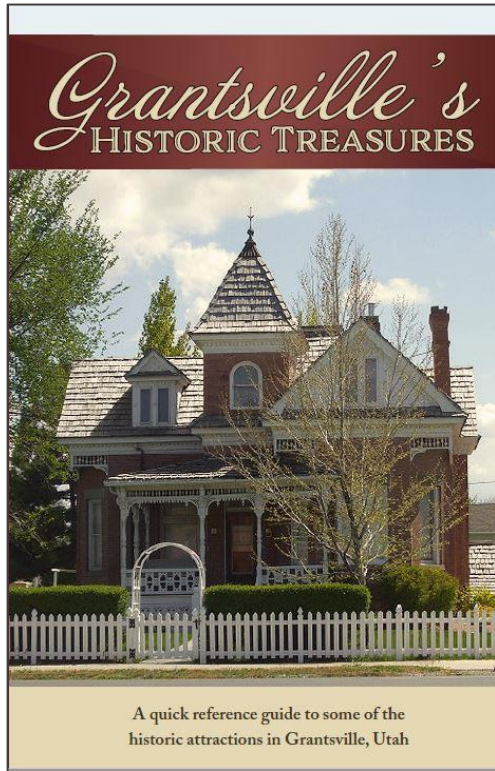
Education & Outreach

Training & Workshops

Historic Walking Tour

Attend a state or national conference on
Historic Preservation

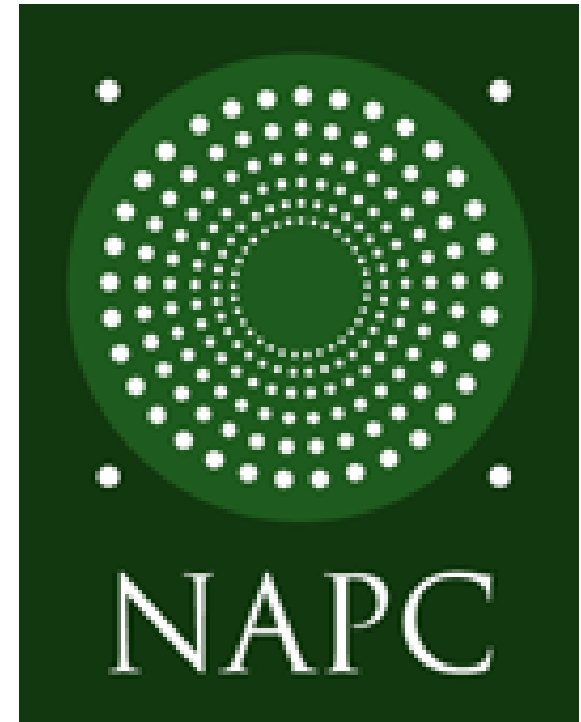
Archeology & Preservation Month



'Utah Heritage
Walks' App



National Trust *for*
Historic Preservation
Save the past. Enrich the future.™





**Questions?
Alena Franco, afranco@utah.gov**



Millcreek City Planning and Community Development
 3330 South 1300 East
 Millcreek, Utah 84106
 Phone: (801) 214-2700

STAFF REPORT

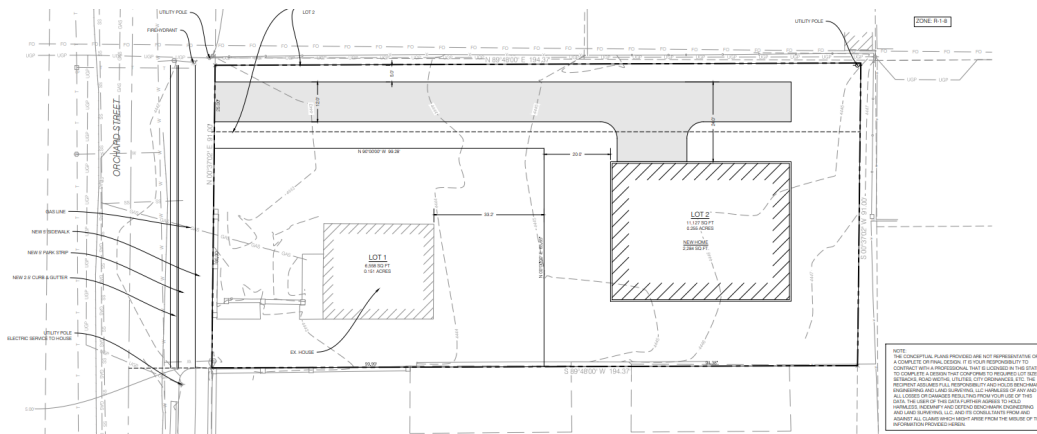
From: Carlos Estudillo, Planner I
 To: City Council
 Meeting Date: July 11th, 2022
 RE: Rezone
 Applicant: Jon O'Neal
 File No.: ZM-22-008

SUMMARY OF REQUEST

The applicant is requesting a rezone from R-1-8 to R-1-6 to accommodate a flag lot that will consist of two lots with a shared private access on 3209 S Orchard St with the intent of having two single-family homes.

SYNOPSIS AND SCOPE OF DECISION

The existing parcel is located at 3209 S Orchard St. It is zoned under R-1-8 and hosts two houses. One of residences was previously condemned by code compliance authorities and another one that is intended to remain as a residence. While two parcels will add medium density to the neighborhood, both parcels serve the use of establishing single-family neighborhoods which provide persons who reside therein a comfortable, healthy, safe, and pleasant environment. A rezone application is a legislative decision and must be approved by the Millcreek City Council. The Planning Commission is asked to provide a recommendation to the Millcreek City Council on granting the proposed rezone. This application has been reviewed by their respective Community councils and will be reviewed by the City Council.



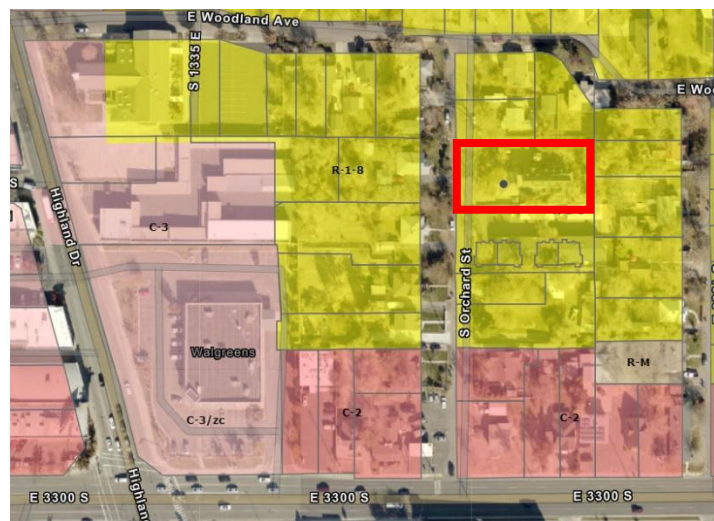


Millcreek City Planning and Community Development
 3330 South 1300 East
 Millcreek, Utah 84106
 Phone: (801) 214-2700

Per Section 19.90.030 of the MKC, The City Council, after review of the recommendation of the planning commission, may approve, deny, or remand for further review and consideration any application for zone change referred to the council by the planning commission.

SITE & VICINITY DESCRIPTION

The overall lot size of the parcel is 17,425 sq ft, which does not allow for a flag lot in the current zone (R-1-8). The Flag lot policy requires a minimum lot size of 20,000 sq ft under the R-1-8 zone. Being that this lot is only 17,425 sq ft, it made sense to the applicant to request for a rezone to a R-1-6, in order to be able to still create a flag lot subdivision, but with less lot size requirements, as the R-1-6 flag lot only requires a total of 15,000 sq ft, which this lot meets.



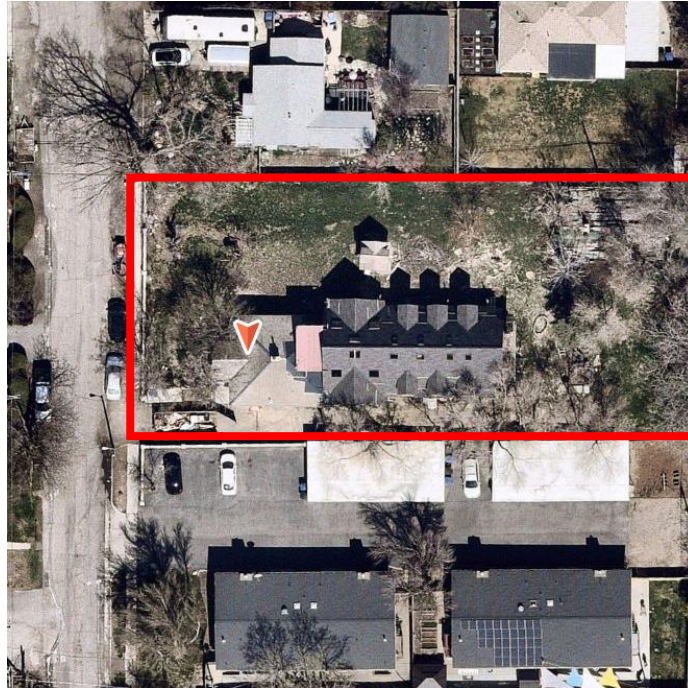
The following table describes the proposed lot sizes on both parcels, to create a context for a better understanding of the land use.

Base Lot	Flag Lot
R-1-8 to R-1-6	R-1-8 to R-1-6
Lot size required: 6,000 sq ft	Lot size required: 9,000 sq ft
Proposed: 6,175 sq ft	Proposed: 11,505 sq ft



Millcreek City Planning and Community Development

3330 South 1300 East
Millcreek, Utah 84106
Phone: (801) 214-2700



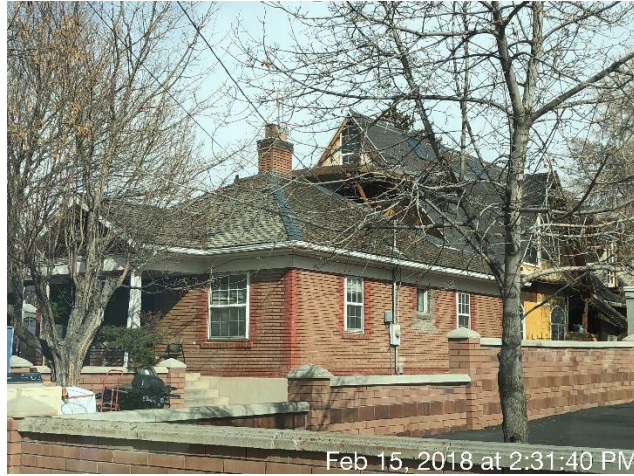
The intent of the applicant is to rezone from R-1-8 to R-1-6 to accommodate a flag lot that will consist of two lots with a shared private access on 3209 S Orchard Dr. Not only will this allow the removal of a property that has long been condemned, but also to revitalize a lot that has not been legally occupied for years.





Millcreek City Planning and Community Development

3330 South 1300 East
Millcreek, Utah 84106
Phone: (801) 214-2700

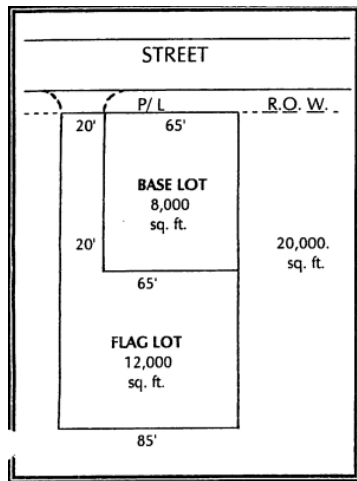




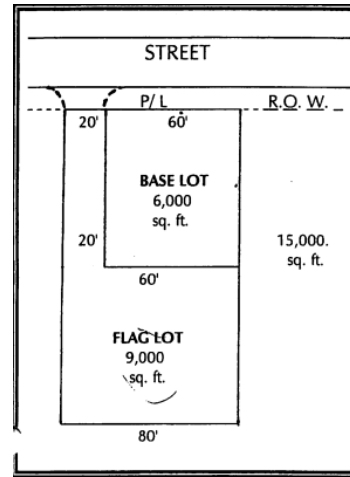
Millcreek City Planning and Community Development

3330 South 1300 East
 Millcreek, Utah 84106
 Phone: (801) 214-2700

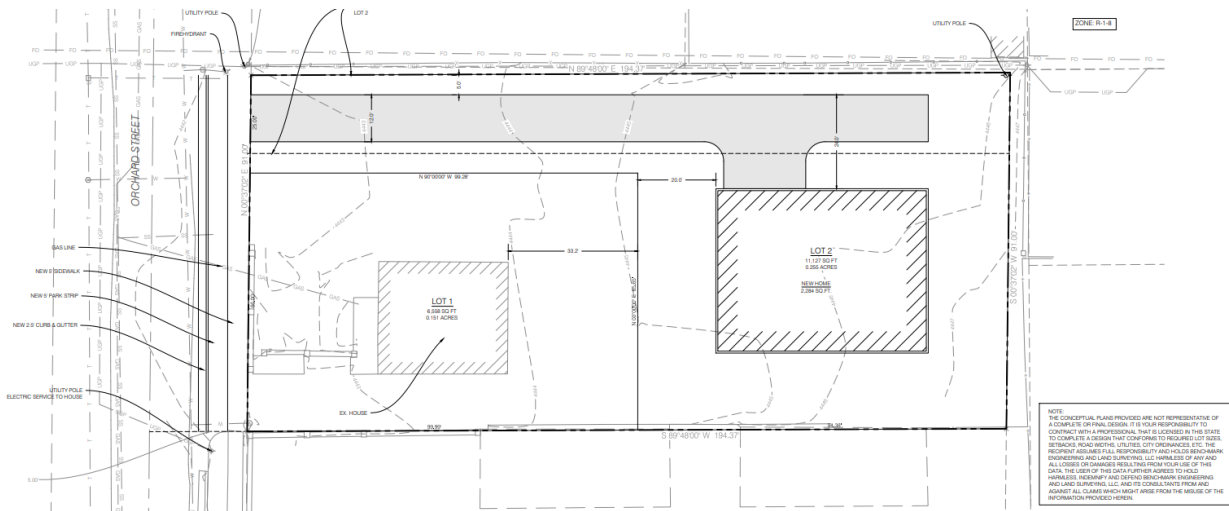
A rezone would allow for the construction of a new single-family home, while keeping the existing front house that is in optimal condition and meets the overall essence of the neighborhood.



R-1-8 Flag Lot



R-1-6 Flag Lot

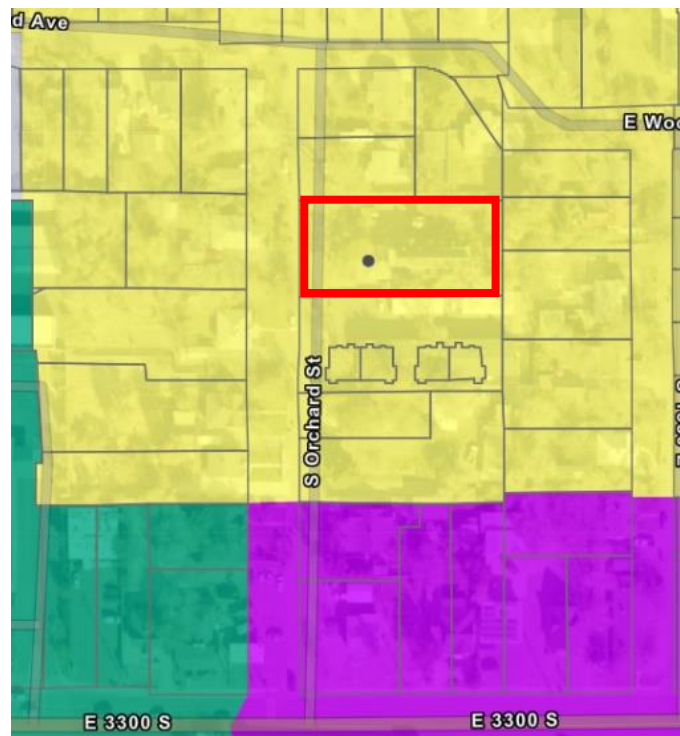




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 Phone: (801) 214-2700

GENERAL PLAN CONSIDERATIONS

3209 S Orchard Drive is considered to be under the general plan category of “*Neighborhood 1*.” The key characteristics of “*Neighborhood 1*” includes neighborhoods (of all ages) that are comprised of predominantly of single-family detached homes. A well-defined pattern of blocks and direct pedestrian and bicycle connections provide residents with direct access to nearby services and amenities, such as parks, greenways, recreation, community gardens, schools, places of worship and other complementary uses. The proposed rezone will not modify any of the characteristics the general plan intends “*Neighborhood 1*” to be, as both parcels will remain zoned for single-family detached homes. Therefore, the intended use will also remain as single-family detached homes.



<p>NEIGHBORHOOD 1</p>	<p>Primary: Single-family detached homes.</p> <p>Secondary: Parks, greenways, recreation, community gardens, schools, places of worship, and other complementary uses.</p>	<p>Typically 1 – 6 dwelling units per acre.</p>	<ul style="list-style-type: none"> • Includes neighborhoods (of all ages) that are comprised of predominantly of single-family detached homes. • A well-defined pattern of blocks and direct pedestrian and bicycle connections provide residents with direct access to nearby services and amenities.
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NEIGHBORHOOD RESPONSE

The applicant held an on-site neighborhood meeting on April 15th, 2022. Carlos Estudillo (Planner 1) and Francis Lilly (Planning and Zoning Director) from Millcreek city attended the neighborhood meeting to confirm neighborhood participation. A fair number of neighbors within a 600' radius of the subjected property showed up to voice their comments of concern or support. Neighborhood comments were positive and showed no concerns on the project.

The overall temperature of the proposed project seems to be well accepted by the individuals that surround the property on Orchard Drive. It is worth mentioning that several of these neighbors are relieved that the condemned home is planned to no longer exist and that a fresh development in that parcel will bring many positive attributes to the neighborhood

DEVELOPMENT AGREEMENT CONSIDERATIONS

Staff will consider a development agreement based on recommendations by the Community Council's and Planning commission.

COMMUNITY COUNCIL RESPONSE

Canyon Rim Citizens Association: Unanimously approved motion to recommend a rezone from R-1-8 to R-1-6 to accommodate a two-lot subdivision (Flag lot) with no further recommendations or conditions.

East Millcreek Community Council: Unanimously approved motion to recommend a rezone from R-1-8 to R-1-6 to accommodate a two-lot subdivision (Flag lot) with no further recommendations or conditions.

Millcreek Community Council: Unanimously approved motion to recommend a rezone from R-1-8 to R-1-6 to accommodate a two-lot subdivision (Flag lot) with no further recommendations or conditions.

Planning Commission: The Planning Commission unanimously approved a recommendation motion for request ZM-22-008 to rezone the parcel located at 3209 S Orchard



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St from R-1-8 to R-1-6 to furthermore meet a potential request for a two-lot subdivision (Flag Lot).

PLANNING COMMISSION RESPONSE

The Planning Commission unanimously approved a recommendation motion for request ZM-22-008 to rezone the parcel located at 3209 S Orchard St from R-1-8 to R-1-6 to furthermore meet a potential request for a two-lot subdivision (Flag Lot).

PLANNING STAFF ANALYSIS AND FINDINGS

1. Rezoning the subject parcels will properly accommodate the applicant's goal of a flag lot subdivision on 3209 S Orchard Street.
2. Introducing two single family homes into the neighborhood will blend into the existing areas character.
3. Proposed lot sizes will comply with the "flag lot policy" and the underlying zoning, covered in Chapter 19.14 of the Millcreek Code, if rezone is granted.
4. Neighborhood will remain unchanged and will have the same use (Single-Family Zone), supporting Millcreek's General Plan.
5. Adding a new sidewalk on 3209 S Orchard St will increase pedestrian infrastructure and connectivity, per goals of The General Plan.

DEVELOPMENT AGREEMENT CONSIDERATIONS

Staff is **not recommending** a development agreement for this rezone application.

CONDITIONS

Rezoning will take effect upon the recording of the subdivision plat.

PLANNING STAFF RECOMMENDATION AND MODEL MOTION

Based on the above findings and conclusion, The Planning Staff recommends to City Council a motion of approval for request ZM-22-008 to rezone the parcel located at 3209 S Orchard St from R-1-8 to R-1-6, upon recordation of subdivision plat.



Millcreek City Planning and Community Development

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Millcreek, Utah 84106

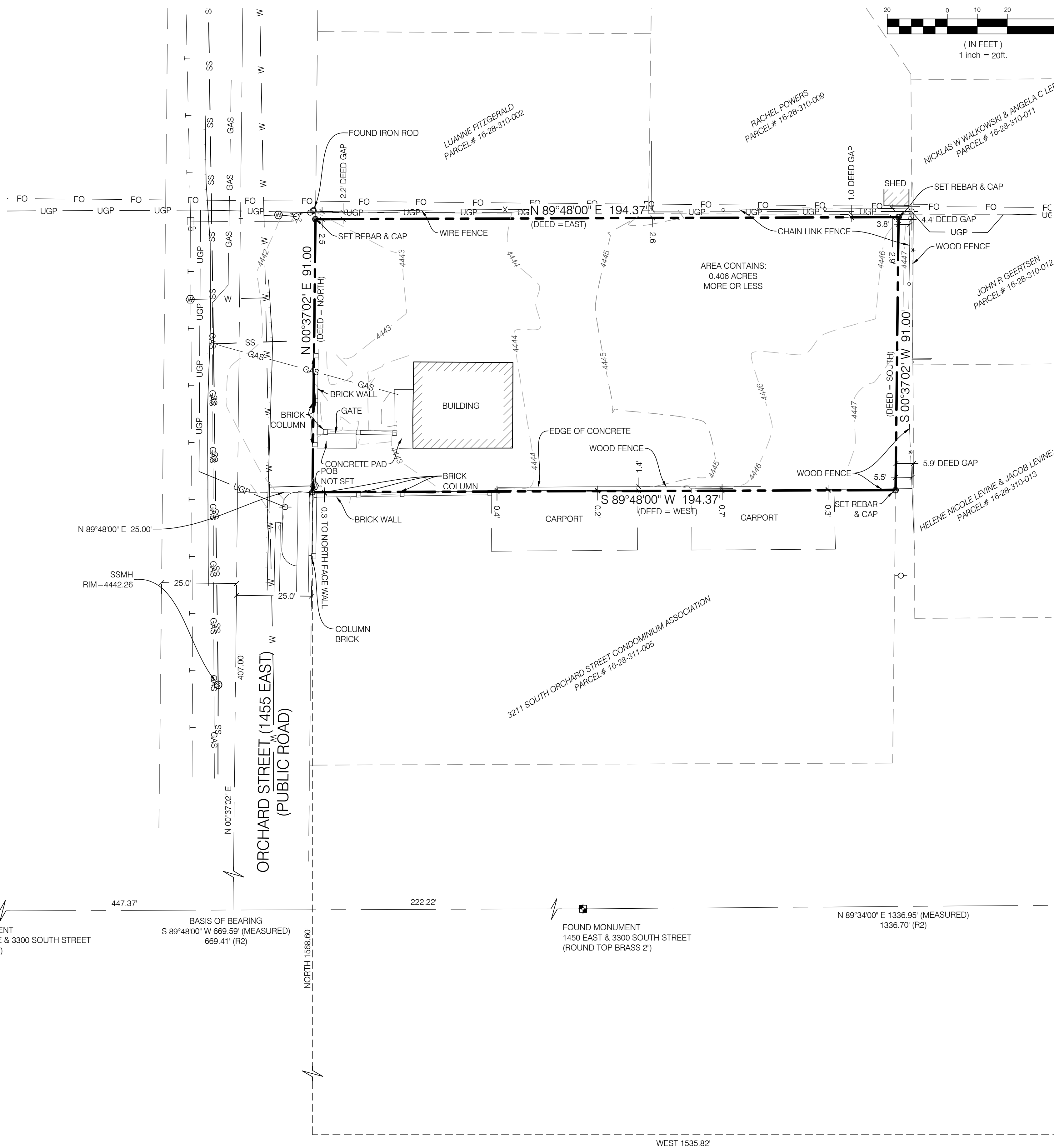
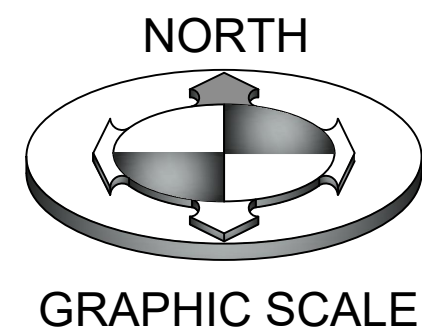
Phone: (801) 214-2700

Attachments Applicant has provided:

- **Site plan.**
- **Letter of intent.**
- **Neighborhood Meeting Summary.**

ALTA/NSPS LAND TITLE SURVEY

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



SURVEYOR'S CERTIFICATE

TO: JON O'NEAL
STEWART TITLE GUARANTY COMPANY
SUTHERLAND COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 5, 8, 11 AND 13 OF TABLE 'A' THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 5, 2022



LEGAL DESCRIPTION PER TITLE REPORT

LAND LOCATED IN SALT LAKE COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT 1535.82 FEET WEST AND 1568.60 FEET NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 91 FEET; THENCE EAST 194.37 FEET; THENCE SOUTH 91 FEET, MORE OR LESS, TO THE NORTH LINE OF ORCHARD STREET CONDOMINIUMS, AS RECORDED; THENCE WEST ALONG SAID NORTH LINE 194.37 FEET TO BEGINNING.

TAX PARCEL NO.: 16-28-310-003

NARRATIVE OF SURVEY

SCOPE
BENCHMARK ENGINEERING & LAND SURVEYING, LLC WAS RETAINED BY JON O'NEAL TO PERFORM AN ALTA/NSPS SURVEY OF SUBJECT PROPERTY AS SHOWN HEREON.

BASIS OF BEARING
THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°48'00" WEST AS SHOWN HEREON.

BENCHMARK
STREET MONUMENT AT 3300 SOUTH 1700 EAST
ELEVATION = 4471.21

NARRATIVE
THERE ARE DEED GAPS BETWEEN THE SUBJECT PROPERTY AND THE PROPERTIES TO THE NORTH AND EAST. IT IS RECOMMENDED THAT BOUNDARY LINE AGREEMENTS BE PREPARED TO MATCH THE EXISTING OCCUPATION.

VICINITY MAP



REFERENCE DOCUMENTS

- R1) COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY, ORDER NO. 52381, EFFECTIVE DATE APRIL 28, 2022.
- R2) ORCHARD STREET CONDOMINIUM PLAT, FILED ON JANUARY 12, 2005, RECORDED NO. 9272928 IN BOOK 2005P ON PAGE 10, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

TITLE EXCEPTIONS

THIS SURVEY IS BASED UPON THE COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY, ORDER NO. 52381, EFFECTIVE DATE APRIL 28, 2022.

NOTES PERTAINING TO EXCEPTIONS TO COVERAGE, SCHEDULE B-2 OF REFERENCED COMMITMENT:

- ITEMS 1-12: NOT ADDRESSED IN THIS SURVEY
- ITEM 13: RESOLUTION NO. 3768 OF 2005, A RESOLUTION TO CREATE SALT LAKE COUNTY, UTAH, SPECIAL IMPROVEMENT DISTRICT, NO. 2005-1 (MILLCREEK FIRE FLOW SID), AND AUTHORIZING THE COUNTY OFFICIALS TO PROCEED TO MAKE IMPROVEMENTS AS SET FORTH IN THE NOTICE OF INTENTION TO CREATE THE DISTRICT, AND THE TERMS AND CONDITIONS THEREOF.
RECORDED: JULY 18, 2005
ENTRY NO.: 9435119
BOOK/PAGE: 9163/4753
(SURVEY FINDINGS: NOT PLOTTABLE)

AND, ORDINANCE:
RECORDED: JANUARY 31, 2006
ENTRY NO.: 9624897
BOOK/PAGE: 9249/7657
(SURVEY FINDINGS: NOT PLOTTABLE)
- ITEM 14: NOT ADDRESSED IN THIS SURVEY
- ITEM 15: ALL EXISTING EASEMENTS OR RIGHTS OF WAY ENFORCEABLE IN LAW OR EQUITY FOR ANY UTILITIES, DITCHES, PIPELINES, POWER LINES, FIBER OPTIC, TELEPHONE, SEWER, FIRE HYDRANTS, STREET LIGHTS, GAS OR WATER LINES THAT MAY EXIST UPON, OVER OR UNDER THE LAND.
(SURVEY FINDINGS: LOCATED VISIBLE UTILITIES AT THE MOMENT OF SURVEYING. UTILITIES UNDERGROUND MIGHT NOT BE LOCATED OR ACCURATE)
- ITEMS 16-17: NOT ADDRESSED IN THIS SURVEY

GENERAL NOTES

- 1) SURVEYOR'S OBSERVATIONS REGARDING POSSIBLE ENCROACHMENTS.
- 2) CARPORT OVERHANG ON THE SOUTHERLY PROPERTY LINE.
- 3) ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN AND BLUESTAKE MARKINGS FOUND AT THE SITE MAY NOT DEPICT UNDERGROUND FEATURES ACCURATELY. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED.
- 4) NO OBSERVED EVIDENCE OF ANY CEMETERIES AND/OR BURIAL GROUNDS CONTAINED WITHIN PROPERTY.
- 5) THE SUBJECT PROPERTY HAS DIRECT ACCESS TO ORCHARD STREET.
- 6) SEVERAL GAPS, GORES OR STRIPS ALONG COMMON BOUNDARY LINES WERE FOUND.
- 7) NO POSTED ADDRESS WAS OBSERVED DURING SURVEY.

LEGEND AND ABBREVIATIONS

SECTION CORNER & LINE (FOUND)	SANITARY SEWER MANHOLE & PIPE	SS
STREET MON. (FOUND)	CULINARY PIPE LINE	W
PROPERTY CORNER (PLAT NOTED)	WATER VALVE & WATER METER	W
ADJACENT PL or LOT LINES	FIRE HYDRANT	OH
EXISTING RIGHT-OF-WAY LINE	POWER POLE & OVER-HEAD POWER	OHP
CENTERLINE OF ROAD	UNDERGROUND POWER	OHP
EASEMENT LINE	GAS LINE	UGP
CURB & GUTTER	GAS	GAS
EDGE OF EXISTING ASPHALT	TELEPHONE LINE	T
FENCE BRICK	FIBER OPTIC	FO
FENCE CHAIN	FO	FO
FENCE WIRE	LIGHT POLE	*
FENCE WOOD	GAS METER	⊗
INDEX CONTOUR LINE	TELEPHONE BOX	⊠
INTERMEDIATE CONTOUR LINE		
SSMH - SANITARY SEWER MANHOLE		

NO.	DATE	DESCRIPTION

PROJECT NO.	CHECKED BY	DATE	DWG FILE
2204098	BAL	5/17/2022	2204098.dwg

BENCHMARK ENGINEERING & LAND SURVEYING
9188 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

JON O'NEAL
3209 SOUTH ORCHARD STREET
MILLCREEK CITY, UTAH

PROJECT NO. 2204098

ALTA/NSPS LAND TITLE SURVEY

SVA.01
1 OF 1



Planning Services

3330 South 1300 East • Millcreek, Utah 84106

Phone: (801) 214-2750

Millcreek.us

File #

Land Use & Development Application

Zone: _____ Community Council: _____ Planner: _____
Parent File #: _____ Date: _____

Property Address: 3209 S ORCHARD ST Parcel #: _____
Name of Project ORCHARD MANOR Property Acreage: .40
Please describe your request: TO REZONE THIS LOT TO A R1-L6 AND SUBDIVIDE THE PARCEL MAKING A FLAG LOT FOR A NEW HOME TO BE BUILT ON

New Development:	Modify an Existing Development:	Other:
<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Change Conditions of Approval	<input type="checkbox"/> Exception Request
<input type="checkbox"/> Permitted Use	<input type="checkbox"/> Change the Site Plan	<input type="checkbox"/> General Plan Amendment
<input checked="" type="checkbox"/> Subdivision # lots: <u>2</u>	<input type="checkbox"/> Condo Conversion	<input type="checkbox"/> GRAMA (Records Request)
<input type="checkbox"/> PUD #lots: _____	<input type="checkbox"/> Lot Consolidation	<input type="checkbox"/> Land Use Hearing
	<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Non-Conforming
	<input type="checkbox"/> Mobile Store	<input type="checkbox"/> RCOZ Appeal (Option C)
	<input type="checkbox"/> Signs	<input type="checkbox"/> Research Request
	<input type="checkbox"/> Billboards	<input checked="" type="checkbox"/> Re-zone
		<input type="checkbox"/> Right-of-Way Improvement Permit
		<input type="checkbox"/> Vacate a Street

Is a key or gate code required to access the property? Yes No If yes, code: _____
(or provide driving directions to property):

APPLICANT'S NAME:

First: Jon Last: ONEAL Initial: JO
Address: 4050S 1500E City: MILLCREEK State: UT Zip: 84124
Phone: _____ Cell: 8012450404 Email: JONWITHELEVATE@GMAIL

Property Owner(s):

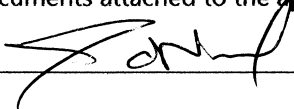
First: Jon Last: ONEAL Initial: JO
Address: 4050S 1500E City: MILLCREEK State: UT Zip: 84124
Phone: 8012450404 Cell: _____ Email: _____

Professional(s): Engineer Architect Other

Company: BENCHMARK ENGINEERING Contact: DALE BENNETT
Address: 9138 SOUTH STATE ST City: SANDY State: UT Zip: 84070
Phone: 8015427192 Cell: 8018347192 Email: DALE@BENCHMARKCIVIL.COM

*NOTE: all correspondence will be sent to the applicant's address:

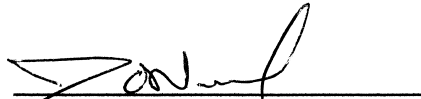
To facilitate the land use notice and review process, the undersigned hereby authorize the City to reproduce this application and all documents attached to the application for staff, officials, and the interested public:

Applicant's Signature:  Date 5.17.22

Letter of Intent

5/17/2022

I, Jon ONeal, of Millcreek Utah intend to rezone from an r 1-8 to an r 1-6 and then subdivide and build a single family home on the property I own located at 3209 S Orchard st, Millcreek Utah.



Jon ONeal



Millcreek Community Development
3330 South 1300 East
Millcreek, Utah 84106
Phone: (801) 214-2750

ESSENTIAL QUESTIONS FOR ZONING MAP AMENDMENTS, DEVELOPMENT AGREEMENTS, AND CITY INITIATIVES

The Millcreek Together general plan identifies essential questions at the end of each chapter of the plan. These questions will help the community councils, planning commission, and city council make findings as they make a decision regarding a zoning map amendment, development agreement, or city initiative.

Realizing that not all these questions will be applicable to every decision, these questions should be considered as a tool to focus on and provide implementation of each theme identified in the general plan.

Unique Neighborhoods

Does the project or initiative...

1. Support adopted and relevant small area and neighborhood plans?

YES, THIS PROJECT SUPPORTS THE NEIGHBORHOOD OVERALL PLAN

2. Encourage additional investment or reinvestment in neighborhoods?

YES

3. Positively contribute to a diversity of affordable housing choices?

YES, IT PROVIDES NEW HOUSING

4. Stay within the existing mass, scale, and height of the immediate neighborhood?

YES IT FITS IN WITH THE NEIGHBORHOOD AESTHETIC

5. Create options for new gathering areas or centers where possible?

IT WILL PROVIDE A NEW SIDEWALK

6. Support the redevelopment of blighted and/or underperforming properties?

YES, THIS PROJECT WILL REMOVE A BLIGHTED BUILDING CONDEMNED BY THE CITY

7. Enhance the connection of neighborhoods to trails, parks, recreation, and open spaces?

YES THE NEW SIDEWALK WILL ADD TO THAT

8. Enhance cultural, historical, educational, and/or human service opportunities to support neighborhoods?

POSSIBLY

Thriving Economy

Does the project or initiative...

1. Advance the Goals and Policies of the Economic Development Plan?

YES, IT FITS IN WELL WITH THE CITY'S DEVELOPMENT PLAN

2. Support the retention of existing Millcreek businesses?

IN A WAY AS IT PROVIDES A NEW HOME WITH PROPERTY TAXES

3. Help attract new businesses in targeted business sectors?

POSSIBLY

4. Create or enhance a built environment with amenities that will help attract new, skilled talent to Millcreek?
YES, IT HAS POTENTIAL TO ATTRACT NEW TALENT TO MILLCREEK
5. Support the creation of new, high-paying and livable wage jobs?
YES
6. Contribute to effective and efficient use of City resources?
YES
7. Provide for balanced budgets and financial stability for the City over the long-term?
I BELIEVE SO
8. Promote renewable, sustainable, and environmentally healthy/friendly business practices and products?
YES THE NEW HOMEOWNERS WILL PROMOTE FRIENDLY BUSINESS PRACTICES
9. Support or align with regional business attraction and retention efforts?
YES IT ALIGNS WITH THE BUSINESS NEARBY
10. Have a positive impact on the educational competitiveness of Millcreek?
IT WILL PROVIDE ADDITIONAL TAX BASE FOR MILLCREEK EDUCATION PROGRAMS
11. Result in construction and / or renovation that is compatible with the existing mass, scale, and height of the immediate neighborhood?
YES ABSOLUTELY, FITS IN WITH THE NEIGHBORHOOD OF SINGLE FAMILY HOMES

Vibrant Gathering Places

Does the project or initiative...

1. Support the overall focus of the Vibrant Gathering Places vision?

YES

2. Support the continued development/redevelopment of the City Center, Meadowbrook Center, or Village Centers?

YES IT WILL CONTRIBUTE THROUGH A NEW PROPERTY TAX

3. Result in additional infill, development, or redevelopment of appropriate types in appropriate locations?

YES THIS NEW DEVELOPMENT ADDS ADDITIONAL DENSITY AND HOUSING

4. Provide a range of opportunities for transportation access, interconnection of urban centers and enhanced demand and feasibility for multimodal transportation options?

POSSIBLY

5. Result in well designed, well integrated and compatible development?

YES IT IS WELL DESIGNED AND WILL BE COMPATIBLE TO THE CITY

6. Include, result in or support the creation of new or enhanced places for community interaction?

IT SUPPORTS THAT

7. Enhance connections to and integrate with the City's green infrastructure networks including trails, parks, open space, adjacent communities and public lands?

YES IT FITS IN WITH THE CITY'S INFRASTRUCTURE

8. Support or incorporate cultural, historical, educational, and/or human service opportunities?

IT SUPPORTS THE HISTORICAL MAKEUP OF THE NEIGHBORHOOD

9. Result in places that are inclusive, adaptable, sustainable and resilient?

YES THE PROJECT WILL BRING SUSTAINABILITY

Great Connections

Does the project or initiative...

1. Support the overall focus of the Great Connections theme?

YES

2. Contribute positively to increased mobility throughout the City, and particularly related to east/west transportation needs?

YES THROUGH THE NEW SIDEWALK / STREETSCAPE

3. Specifically contribute in any way to enhanced transit?

POSSIBLY THROUGH AN ENHANCED STREET FRONTAGE

4. Contribute to enhanced non-motorized transportation systems, connections with them or their use?

YES THROUGH NEIGHBORHOOD WALKABILITY

5. Result in fiscally sustainable additions or other changes to the transportation network?

JUST THROUGH THE ADDITIONAL SIDEWALK

6. Have a positive impact on walkability?

YES ABSOLUTELY THROUGH THE NEW SIDEWALK CURBS AND ~~AND~~ QUIETER

7. Support the quality of the environment, including air quality, water quality, and dark skies.

YES

Health and Environment

Does the project or initiative...

1. Support the overall focus on the Health and Environment theme?

YES

2. Incorporate green building principles?

YES

3. Enhance pedestrian connectivity in Millcreek?

YES THROUGH THE NEW STREETSCAPE / SIDEWALK

4. Protect or expand Millcreek's urban tree canopy?

YES WE WILL BE PLANTING NEW TREES

Outdoor Lifestyle

Does the project or initiative...

1. Support the overall focus on the Outdoor Lifestyle theme?

YES

2. Positively contribute to the safety, security and well-being of residents, and those who use park or open space facilities?

YES IT CONTRIBUTES TO THE WELLBEING OF NEIGHBORS

3. Encourage additional investment or reinvestment in surrounding areas?

YES, AS THIS BLIGHTED PROPERTY HAS BEEN DEMOLISHED AND IMPROVED

4. Contribute to the connectivity within and between neighborhoods, particularly for walkability, access to multimodal transportation alternatives, and contribution to the feasibility of alternative modes?

YES IT PROVIDES A NEW WALKING PATH ON ORCHARD ST

5. Enhance the connection to the outdoors, trails, parks, natural areas and green infrastructure?

IT WILL PROVIDE A NEW NATURAL AREA WITH THE IMPROVED LOT

6. Increase parks in needed areas of the City?

THERE IS NO PARK AS PART OF THIS PROJECT

7. Increase the number of trails along the foothills, Mill Creek Canyon and Neff's Canyon?

THERE WILL BE NO TRAILS THROUGH THIS PROJECT

Enriched Culture

Does the project or initiative...

1. Support the overall focus on our Enriched Culture theme?

YES

2. Add value or help establish a cultural identity within the City?

YES IT WILL ADD TO THE CULTURAL IDENTITY OF MILLCREEK

3. Preserve or incorporate the historic assets of the City or promote this legacy?

IT INCORPORATE THE ORIGINAL HOUSE BUILT IN 1928 AND RESTORE IT

4. Provide cultural services, opportunities or access to underserved populations or neighborhoods?

IT WILL PROVIDE ADDITIONAL HOUSING + DENSITY

5. Incorporate public art in association with this action or decision?

NO

6. Support the enhancement of centers of lifelong learning and innovation in the City?

IT SUPPORTS THAT THROUGH ITS NEW TAX BASE

MILLCREEK, UTAH
RESOLUTION NO. 22-20

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

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on July 11, 2022, to consider, among other things, approving appointments to the Planning Commission; and

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

WHEREAS, the Mayor hereby nominates David Hulsberg, Christian Larsen, and Nils Per Lofgren as members of the Planning Commission; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Council consents to the appointments of David Hulsberg, Christian Larsen, and Nils Per Lofgren as members of the Planning Commission, serving terms that will end on June 30, 2026.

This Resolution, assigned No. 22-20, shall take effect immediately upon passage.

PASSED AND APPROVED by the Council this 11th day of July, 2022.

MILLCREEK

ATTEST:

Jeff Silvestrini, Mayor

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

MILLCREEK, UTAH
RESOLUTION NO. 22-21

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH CITY OF HOLLADAY FOR UTILITY BOXES AND COVERS AND INSTALLATION OF CONCRETE COLLARS ON MURRAY HOLLADAY ROAD

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on July 11, 2022, to consider, among other things, approving an Interlocal Cooperative Agreement with City of Holladay for utility boxes and covers and installation of concrete collars on Murray Holladay Road; and

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

WHEREAS, City of Holladay and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Interlocal Cooperative Agreement with City of Holladay for utility boxes and covers and installation of concrete collars on Murray Holladay Road; and

WHEREAS, an interlocal cooperative agreement has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

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

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

This Resolution assigned No. 22-21, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 11th day of July 2022.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

**Interlocal Cooperation Agreement Between
the Millcreek and City of Holladay Utility Boxes and Covers and Install
Concrete Collars on Murray-Holladay Road**

Millcreek, a Utah municipal corporation (“Millcreek”), and City of Holladay, a Utah municipal corporation (“Holladay”) enter into this interlocal agreement this ___ day of June 2022 (“Effective Date”). Millcreek and Holladay are referred collectively to as the “Parties” and either may be referred to as a “Party.”

RECITALS

A. Millcreek and Holladay are planning a joint road reconstruction project on Murray Holladay Road from June 2022 to July 2022.

B. As part of the reconstruction Holladay plans to arrange for a survey (before and after) and hire a licensed contractor to lower and/or raise utility boxes and covers and install concrete collars on Murray-Holladay Road (“Project”).

C. Because a portion of the Project is in Holladay and a portion is in Millcreek the Parties desire to act cooperatively to complete and pay for the Project.

D. As local governmental units, the Parties are authorized under the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq. (the “Interlocal Act”), to make the most efficient use of their powers by acting cooperatively to provide needed services and facilities so that the Parties benefit from economy of scale and shared resources.

AGREEMENT

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

1. **CONSTRUCTION OF THE PROJECT.** Holladay shall be responsible for all matters pertaining to the administration and supervision of the Project including hiring and paying a contractor to complete the Project. The Project will be completed according to APWA engineering standards for the design and construction of the Project.

2. **TERM.** The term of this agreement begins on the Effective Date and ends upon completion of the Project and payment by Millcreek pursuant to Section 3 of this agreement. Although the Parties anticipate that the Project will be completed before July, 2022, they acknowledge that many factors outside Holladay’s control may affect its ability to complete the Project. Holladay will use its best efforts and act with reasonable diligence to cause the contract to be timely completed.

3. **PAYMENT.** Millcreek shall reimburse Holladay for 67 % of the cost to complete the Project. After the Project is complete, Holladay shall send Millcreek an invoice for

its portion of the Project costs, which Millcreek agrees to pay within thirty days of receiving the invoice.

4. **TERMINATION OR AMENDMENT.** This agreement and all provisions contained herein shall only be amended or terminated by written agreement between the parties, their successors, or their assigns.

5. **BREACH WILL NOT TERMINATE.** No breach or violation of any provision of this agreement will entitle any person or entity to cancel, rescind, or otherwise terminate this agreement, but this limitation will not affect, in any manner, any other rights or remedies to which a party may be entitled at law or in equity by reason of a breach of this agreement.

6. **LIABILITY AND INDEMNIFICATION.** The Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, *et seq.* (the “*Immunity Act*”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible for its own acts and may be liable for its own acts, subject to the terms and conditions of the Immunity Act. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

7. **INTERLOCAL COOPERATION ACT.** In compliance with the requirements of the Interlocal Cooperative Act and other applicable law:

a. **No Interlocal Entity.** The Parties agree that they do not by this Agreement create an interlocal entity.

b. **Joint Board.** As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the Mayors of each City. Any real or personal property used in the Parties’ cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

c. **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

d. **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with Utah Code Ann. § 11-13-202.5.

e. **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.

f. **Manner of Acquiring, Holding or Disposing of Property.** The Property shall be acquired, held, or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

8. **MISCELLANEOUS.**

a. **Entire Agreement.** This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express and implied, shall be binding upon

b. **No Waiver.** Any Party's failure to enforce any provision of this agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

c. **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 provision this agreement.

d. **Severability.** If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this agreement. This agreement shall otherwise remain in full force and effect provided the fundamental purpose of this agreement and the Parties' ability to complete the Project as set forth herein is not defeated by such severance.

e. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of this agreement.

f. **Attorney's Fees and Costs.** If any Party brings legal action either because of a breach of this agreement or to enforce a provision of this agreement, the prevailing Party or Parties shall be entitled to reasonable attorney's fees and court costs.

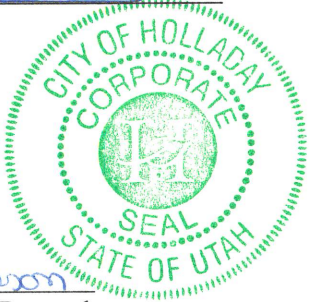
g. **Binding Effect.** The benefits and burdens of this agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns.

h. **No Third-Party Rights.** The obligations of the Parties set forth in this agreement shall not create any rights in or obligations to any other persons or Parties except to the extent otherwise provided herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF HOLLADAY, a Utah municipal corporation

By: Rob Dahle
Mayor Rob Dahle



APPROVED AS TO FORM:

Todd Godfrey, Attorney for City

ATTEST:

Stephanie N. Carlson
Stephanie N. Carlson, City Recorder

MILLCREEK, a Utah municipal corporation

By: _____

APPROVED AS TO FORM:

John Brems, Attorney for City

ATTEST:

Elyse Sullivan, City Recorder

RESOLUTION NO. 2022-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING AN AGREEMENT WITH MILLCREEK CITY FOR UTILITY BOXES AND COVERS AND THE INSTALLATION OF CONCRETE COLLARS ON MURRAY-HOLLADAY ROAD

WHEREAS, Millcreek and Holladay are planning a joint road reconstruction project on Murray-Holladay Road; and

WHEREAS, as part of the reconstruction, Millcreek City and the City of Holladay desire to hire a licensed contractor to lower and/or raise utility boxes and covers and install concrete collars on Murray-Holladay Road (the "Project"); and

WHEREAS, the parties now desire to enter into an Interlocal Agreement, which is attached hereto as Exhibit A, (the "Agreement") to provide for the Project, with the Project to be administered by Holladay but jointly funded by the Parties, for the regional benefit of the citizens of Salt Lake County and, specifically, for the residents of Millcreek and the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay as follows:

Section 1. Approval. The City Council of the City of Holladay hereby approves that certain agreement which agreement is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Severability. If any provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 16th day of June, 2022.

HOLLADAY CITY COUNCIL

By: [Signature] Robert Dahle, Mayor



VOTING:

Dan Gibbons Yea X Nay
Ty Brewer Yea Nay excused
Drew Quinn Yea X Nay
Paul Fotheringham Yea X Nay
Matt Durham Yea X Nay
Robert Dahle Yea X Nay

MILLCREEK, UTAH
ORDINANCE NO. 22-33

**AN ORDINANCE AMENDING TITLE 13 PARKS AND RECREATION BY ADDING A
DEFINITION FOR PLAZA**

WHEREAS, the Millcreek Council (“*Council*”) met in a regular session on July 11, 2022, to consider, among other things, amending Title 13 Parks and Recreation by adding a definition for Plaza; and

WHEREAS, the Council desires to amend Title 13 Parks and Recreation to add a definition of plaza that is distinct and separate from the definition of park; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the inhabitants of the City to amend Title 13 Parks and Recreation to add a definition of plaza that is distinct and separate from the definition of park.

NOW, THEREFORE, BE IT ORDAINED by the Council that the following be adopted as an amendment to Section 13.04.020 of the Millcreek Code of Ordinances (designated by interlineating the words to be deleted and underlining the words to be added):

13.04.020 Definitions

As used in this chapter:

"Park" means an enclosed piece of ground, either within the city or that is under the control of the city and set apart for the use of the general public, whether developed or underdeveloped, and that is usually, or may be, planted with trees, lawns and other shrubbery. A park may include within its boundary facilities for sport, entertainment, dancing, recreation, swimming, or a park may be planned for such future use. A park does not include a plaza.

“Plaza” means an urban open space designated by the city which is generally a paved hardscaped area and wholly or partly surrounded by buildings or streets with amenities for use by pedestrians, such as seating, eating, and drinking, other forms of retail commerce, and that may contain one or more ornamental fountains. The city designates Millcreek Common as a plaza.

This Ordinance assigned Ordinance No. 22-33, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 11th day of July, 2022.

MILLCREEK

Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 22-33: AN ORDINANCE OF MILLCREEK AMENDING TITLE 13 PARKS AND RECREATION
BY ADDING A DEFINITION FOR PLAZA was passed and adopted the 11th day of July, 2022 and certifies that
copies of the foregoing Ordinance 22-33 were posted in the following locations within the municipality this ____
day of July, 2022.

1. Millcreek City Hall, 3330 S. 1300 E., Millcreek, UT 84106
2. Millcreek Community Center, 2266 E. Evergreen Ave., Millcreek, UT 84109
3. Holladay Lions Recreation Center, 1661 E. Murray Holladay Rd., Millcreek, UT 84117

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 22-34

**AN ORDINANCE AMENDING TITLE 15 CHAPTER 32 OF THE MILLCREEK CODE
OF ORDINANCES ENTITLED FIT PREMISES ADDING ADDITIONAL SAFETY
REQUIREMENTS**

WHEREAS, the Millcreek Council (the “council”) met in regular session on July 11, 2022, to consider among other things, amending Title 15 Chapter 32 of the Millcreek Code of Ordinances entitled fit premises adding additional safety requirements; and

WHEREAS, City staff and other interested persons have recommended two additional safety requirements to the fit premises requirements; and

WHEREAS, based on concerns expressed by staff, and after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of the city to amend Title 15 Chapter 32 of the Millcreek Code of Ordinances entitled Fit Premises to add two additional safety requirements.

NOW THEREFORE, BE IT ORDAINED by the Council that Code Section 15.32.050 be amended to read as follows (designated by interlineating the words to be deleted and underlining the words to be added):

Chapter 15.32.050 Property Owners to Maintain the Premises and Each Dwelling Unit

A property owner shall:

1. Comply with the requirements of applicable building, housing and health codes and city ordinances, and not rent the premises unless they are safe, sanitary, and fit for human occupancy;
2. Maintain the structural integrity of the building;
3. Maintain floors in compliance with safe load-bearing requirements;
4. Provide exits, emergency egress, and light and ventilation in compliance with applicable codes;
5. Maintain stairways, porches, walkways, and fire escapes in sound condition;
6. Provide smoke detectors and fire extinguishers as required by code;
7. Provide an operable fire extinguisher for each kitchen;
- 6-8. Provide, install, and maintain carbon monoxide detectors installed outside each sleeping area in the immediate vicinity of the bedrooms and a carbon monoxide detector on each level including the basement;
- 7-9. Provide operable sinks, toilets, tubs and/or showers;
- 8-10. Provide heating facilities as required by code;
- 9-11. Provide kitchen facilities as required;
- 10-12. Provide running water;
- 11-13. Provide adequate hall and stairway lighting;
- 12-14. Maintain floors, walls and ceilings in good condition;

- ~~13.15.~~ Supply window screens where required by code;
- ~~14.16.~~ Maintain foundation, masonry, chimneys, water heater and furnace in good working condition;
- ~~15.17.~~ Prevent the accumulation of stagnant water;
- ~~16.18.~~ Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied by the landlord as required by applicable codes;
- ~~17.19.~~ Provide and maintain appropriate garbage receptacles and arrange for timely garbage removal as required by code;
- ~~18.20.~~ Supply electricity, hot water, and heat at all times, except where the dwelling unit is so constructed that electricity, heat or hot water is within the exclusive control of the tenant and supplied by a direct public utility connection;
- ~~19.21.~~ Assure that the premises are free of insects and rodents;
- ~~20.22.~~ Not interrupt or disconnect utility service;
- ~~21.23.~~ Provide adequate locks to exterior doors and furnish keys to tenants as required by applicable codes;
- ~~22.24.~~ Maintain the dwelling unit in a reasonably insulated and weather tight condition as required by the building and housing and Utah State Energy Conservation codes; and
- ~~23.25.~~ Not interfere with each tenant's peaceful enjoyment of the premises;
- ~~24.26.~~ Ensure that repairs, decorations, alterations, or improvements, or exhibiting the dwelling unit shall not unreasonably interfere with the tenants' right to quiet enjoyment of the premises.
- ~~25.27.~~ Provide a mailbox; and
- ~~26.28.~~ Provide accessible meters for each tenant for gas and electricity or include charges for utility services in the rent.

PASSED AND APPROVED this 11th day of July 2022.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

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

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:

ORDINANCE 22-34: AN ORDINANCE AMENDING TITLE 15 CHAPTER 32 OF THE MILLCREEK CODE OF ORDINANCES ENTITLED FIT PREMISES ADDING ADDITIONAL SAFETY REQUIREMENTS was passed and adopted the 11th day of July, 2022 and certifies that copies of the foregoing Ordinance 22-34 were posted in the following locations within the municipality this ____ day of July, 2022.

1. Millcreek City Hall, 3330 S. 1300 E., Millcreek, UT 84106
2. Millcreek Community Center, 2266 E. Evergreen Ave., Millcreek, UT 84109
3. Holladay Lions Recreation Center, 1661 E. Murray Holladay Rd., Millcreek, UT 84117

Elyse Sullivan, City Recorder

MILLCREEK, UTAH
RESOLUTION NO. 22-22

**A RESOLUTION AUTHORIZING AND RECOGNIZING MAYOR JEFF SILVESTRINI
AS THE OFFICIAL AUTHORIZED TO EXECUTE AGREEMENTS FOR AND ON
BEHALF OF MILLCREEK WITH SALT LAKE COUNTY REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT URBAN COUNTY PROGRAM
(CDBG) FOR THE PROGRAM YEAR 2022-2023**

WHEREAS, the Millcreek Council (“Council”) met in regular meeting on July 11, 2022 to consider, among other things, a resolution authorizing and recognizing Mayor Jeff Silvestrini as the official authorized to execute agreements for and on behalf of Millcreek with Salt Lake County regarding the Community Development Block Grant program (CDBG) for the program year 2022-2023; and

WHEREAS, Millcreek and Salt Lake County are authorized to enter into agreements with each other for cooperative action with respect to the CDBG program for the program year 2022-2023; and

WHEREAS, Council recognizes Mayor Jeff Silvestrini as the official authorized to execute agreements for and on behalf of Millcreek with Salt Lake County regarding the Community Development Block Grant program for the program year 2022-2023; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council that Mayor Jeff Silvestrini is the official authorized to execute agreements for and on behalf of Millcreek with Salt Lake County regarding the Community Development Block Grant Program for the program year 2022-2023.

This Resolution, assigned No. 22-22, shall take effect immediately upon passage.

PASSED AND APPROVED by the Council this 11th day of July, 2022.

MILLCREEK

By: _____

Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No



**Minutes of the
Millcreek City Council
June 13, 2022
5:00 p.m.
Work Meeting
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on a June 13, 2022, 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
Thom DeSirant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4 (electronic)

City Staff

John Brems, City Attorney
Elyse Sullivan, City Recorder
Mike Winder, City Manager
Laurie Johnson, HR-Finance Director
Kurt Hansen, Facilities Director
Robert May, Long Range Planner
Rita Lund, Communications Director
John Miller, Public Works Director
Kayla Mayers, Promise Program Manager

Attendees: Chief Steve DeBry, Ismar Vallecillos, Rick Hansen, Linda Granat, Bethany Cassil, Todd Reeder, Dave Carr

WORK MEETING – 5:00 p.m.

TIME COMMENCED – 5:01 p.m.

Mayor Silvestrini called the work meeting to order.

1. Western Governors University (WGU) Overview; Ismar Vallecillos, Director of Operations

Council Member Catten said she brainstormed with Ismar Vallecillos on how WGU could partner with the city. Ismar Vallecillos introduced himself and the school. He said the university got the name from 19 bipartisan governors who got together in 1997 to create a solution to the challenge of education for nontraditional students. Governor Leavitt of Utah was one of them. The vision was to bring the campus via the internet to the students instead of bringing the students to the campus. They provide high quality, affordable education that is accredited and skills based. As a nonprofit, they are able to keep prices low and have not increased tuition in eight years. They concentrate in 4 areas: health professions, teaching, business, and IT for bachelors and masters degrees. The cost is approximately \$7,000 a year and 42% of students are able to attend without taking out any loans. It is not a credit hour-based model. Prior experience can be applied towards the education, so it is advantageous for working adults. They charge a flat

rate fee for 6 months. WGU is celebrating its 25th anniversary the weekend of August 6th. Vallecillos said WGU was a great asset to the community for education and helping to grow the work force. The Millcreek site contains five buildings of working employees.

Mayor Silvestrini thanked Vallecillos for meeting the Council. He welcomed a collaboration between employees and the city. He offered city assistance with any programs that related to government functions. Vallecillos said the commencements would be in person at Vivint Smart Home Arena. Council Member Catten said she used to work for WGU in public relations. She asked how many employees worked out of the Millcreek offices. Vallecillos said over 500. Council Member Catten said when she visited Washington, D.C. in March, there was a lot of interest in WGU. She was considering volunteers with the Promise Program or with Venture OUT! Vallecillos said WGU received an Adult Learners grant for \$1 million for skills-based education in Utah, and 45 of 65 degrees qualify for the grant. WGU is matching funds for the grant dollar for dollar. Council Member Catten said WGU does scholarships for different groups of people and considered a local scholarship for Millcreek residents. Vallecillos said there is a \$5,000 service organization community scholarship the city could offer. Mike Winder noted the Millcreek Business Council could partner with WGU too.

2. Ordinance Amendments Discussion on Second Driveways at Single Family Homes, Recreational Vehicle Parking, Portable Storage Containers, and Bus Benches; Kurt Hansen, Facilities Director

Kurt Hansen said some code amendment items had previously come before the Council but did not go anywhere and he wanted to revisit those. He said in existing code, there are regulations about second driveways in 14.12.110, which states that all properties with 200 feet of frontage may have two driveways with a 10-foot minimum distance between approved driveways and 5-foot minimum distance between driveway and the side property line. Residential properties may have one driveway unless it is a circular driveway. Corner lots may have a driveway from each street with approval with a minimum 20-foot distance between the corner and driveway. There must be a 35-foot distance between driveways and have a 5-foot radius at the street. He proposed that residences may have two driveways if all minimum requirements in code are met, that there be 1 foot distance between the edge of driveway and property line, a 10 foot minimum distance between the driveway and adjacent property driveway, that shared driveways (between neighbors) are allowed, and on corner lots second driveways are allowed with a side property distance of 60 feet or greater.

Council Member Jackson asked if there was concession for homes that do not have the traditional five feet between the driveway and property line. Hansen said the existing ones would continue to be nonconforming. He would like direction from the Council and would bring back a proposed amendment on each item for further discussion. Council Member Jackson noted there would be a lot of nonconforming driveways with no buffers between driveways, let alone 10 feet. Hansen said he would propose a maximum driveway width. Council Member Catten asked about the 1-foot buffer between the edge of the driveway and property line. Mayor Silvestrini said it would be a pervious surface to catch rainfall. He wondered if there should be public engagement on the issue. Hansen said there was a lot coverage issue in the city where driveways are not included and that is a problem. He asked if there should be a permit/approval process. John Miller said yes, it would be an encroachment permit with the right-of-way. He said each property owner was responsible for maintaining their runoff water. He explained the rationale with the 5-foot buffer because of the flared drive approach. Council Member Jackson requested a

solution for older homes. Council Member Catten said there had to be specific language that residents had to meet certain requirements to have a second driveway. Miller said a policy consistent from one neighbor to the next would be helpful. Council Member DeSirant suggested an exception for a repair of an existing driveway. Council Member Jackson asked how it would be regulated. Mayor Silvestrini said it was complaint driven. He requested public engagement on the issue. Brems said Title 14 was not land use and did not need to go to the community councils and Planning Commission.

Hansen said there were three different “recreational vehicle” definitions in code sections 15.44.030, 17.24.020, and 19.04.554. He proposed a consolidated definition and that only one recreational vehicle be allowed to be parked in the front yard setback of a residence. Council Member Jackson suggesting including how to address waste from a recreational vehicle. Council Member Catten asked about sprinter vans. Hansen said it could be included. Council Member Catten asked about parking on long driveways. Hansen suggested one could be allowed per however many linear feet.

Hansen proposed adding a definition and new code section regulating “portable storage containers.” Council Member Jackson asked about the code conflicting with approved emergency caches. Hansen said they could be exempted. He also noted there could be a 6-month time limit on them for people using them for temporary storage.

Hansen reviewed current code 14.20 and a proposed code section on bus benches. The new section would require a permit and business license, that UTA had precedent, that benches meet advertising and sign ordinance minimum requirements, that they be located at a UTA bus stop, that street improvements are in place, that ADA standards are met, that there be bench and structure design standards, maintenance provisions, insurance requirements, and violations and removal rights. Council Member DeSirant asked about trash removal. Hansen said that would be under maintenance. Brems said before staff spent time drafting an ordinance, the Council should be aware that they would be considered as off premises advertising. He recommended not allowing advertising on public property, which is within the right-of-way. Mayor Silvestrini said some bus benches had been around a long time and they had to be careful. Winder suggested that benches be at bus stops.

3. Planning Matters First Readings:

Mayor Silvestrini said the Council hears projects as a first reading to become familiar with it and then they take action on it at the second reading.

a. ZT-22-003, Amendments to Millcreek Code Title 19; Robert May, Long Range Planner

Robert May noted that the accessory dwelling unit (ADU) ordinance was approved as a test run, knowing that it would need to be fixed at some point. The application was applicant initiated, though staff added clarity to other items, to be able to allow windows on a converted ADU. The current code does not allow a conversion of an existing building to have windows along any façade facing a property line unless that property is in the RM or C zones. However, a new detached ADU may have windows along any property line and if it is within 15 feet of a residential use, the windows must be translucent. In comparison, a primary structure in most single-family residential zones, is allowed a minimum 8-foot side yard and 15-foot rear yard setback (subject to RCOZ requirements), with no restrictions to windows. There is nothing in the

code to prevent someone from constructing a detached accessory building intended for a non-ADU and then doing a conversion afterwards.

The code amendments would include new definitions for “window” and “translucent,” that windows on a façade located within 15 feet of an adjacent property be fixed and non-operable, that existing buildings had to have been permitted prior to September 27, 2021 (date the ordinance was originally adopted), and detached conversions could not have a porch, landing, stairs, etc. within 5 feet of an adjacent property. He showed the Council the site plan and pictures of the applicant’s, Lance Hobbs, property. Mayor Silvestrini asked if there was a reason to have a non-operable window if the structure was 15 feet from the property line. He expressed concern with life safety. May said the community councils gave a positive recommendation of approval and the East Mill Creek Community Council discussed having an operable window within 15 feet. Council Member DeSirant questioned Millcreek Community Council’s recommendation. May said they recommended approval and requested to revisit the final proposal. The Planning Commission recommended approval and provided two text recommendations which had been incorporated in the proposal.

b. ZM-22-006, Rezone from M-1 to MD to Accommodate a 150-unit Affordable Housing Project at 4101 S. Howick Street; Robert May, Long Range Planner

Robert May said the affordable housing would consist of units up to 60% AMI (average median income) in the county. It would be a mix of units ranging from 1-4 bedrooms. The flat roof, 5-story building would not exceed 72 feet in height. The third story would step back 20 feet. He noted that the proposal had changed from what was presented to the Planning Commission. The proposal now had 187 parking spaces from 190, and 15,000 square feet of amenity space instead of 20,000. He noted that the MD Zone did not have an open space requirement. A parking study was conducted by Fehr & Peers which concluded that there should be 0.75 stalls per 1 bedroom unit, 1 stall per 2-bedroom unit, and 1.25 stalls per 3 or more-bedroom units. The Planning Director produced a determination letter for the parking since the use was not in code. It said that a transit-oriented affordable multifamily housing development must comply with the following requirements:

1. The development must be located within ½ mile of a fixed guideway transit station.
2. All units in the project must provide affordable housing to a specific target population with a household income **less than or equal to** 60 percent of Salt Lake County’s area median income for a time period of at least 30 years.
3. The project must be the recipient of a low-income housing tax credit or other public funding.
4. Unit occupancy is prohibited for more than three single, unrelated adult persons.
5. Parking spaces may not be conveyed or leased separately from a unit.

May said the developer would prohibit off-street parking by residents and would monitor for compliance. A traffic study was conducted by Hales Engineering, and it concluded that the intersections would operate at a level of service C or better. The Planning Commission recommended approval of the rezone including a condition that the staff work with the applicant on a potential future crosswalk as part of the development agreement. The Millcreek Community Council recommended approval of the rezone with consideration of time limited street parking, a pick-up and drop-off area, and a reversion clause to A-1 be in the development agreement. May noted the existing code included the reversion clause. He said per the General Plan, the greatest demand for housing was for households making less than 50% AMI. The project would help

Millcreek meet its moderate to low-income housing goals by creating options for higher density residential development near transit. Staff recommended approval of the project. Mayor Silvestrini said he would hear from the applicant at the next meeting.

4. Promise Program Update; Kayla Mayers, Promise Program Manager

Kayla Mayers gave an overview of the Promise Program structure. The Executive Council consisted of Mayor Silvestrini, Mike Winder, Council Member Jackson, and Mayers. The Advisory Council was new and consisted of seven community members, Mike Winder, Mayor Silvestrini, four interns, and Mayers. There were also health, education, safety, and economic wellbeing committees led by the interns, community members, and community-serving organizations. She reported on the goals and strategies for the focus areas of health, education, economic well-being, and safety, and the activities and events that had taken or would take place to support those.

For health, the goals are to increase mental wellbeing in Millcreek, increase access to health resources, and increase consideration of social determinants of health in policymaking. For education, to increase the number of youths who are performing at or above grade level in literacy and math, increase school and community engagement, and increase the number of youths attending afterschool and summer programs. For economic well-being, to increase the number of residents who reach their desired employment level, increase the number of residents who are financially empowered, and increase the number of residents connected to digital resources. For safety, to increase afterschool and summer program options for youth, increase opportunities for community policing, increase prevention initiatives, and increase a sense of belonging in Millcreek.

Mayers read a letter from a resident who lives at and attended the Holladay Hills event who described feeling unsafe living there and had seen and felt a difference at the complex since the city started to clean it up. The event gave her hope. Mayer's was seeking solutions for the Promise Program's sustainability and operational funding for the future and looking for additional community spaces. Mayor Silvestrini said the program was exceeding expectations. Council Member Uipi acknowledged Mayer's work and asked for follow up on a resident inquiry on neighborhood watch programs.

5. Staff Reports

There were none.

6. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items

There were none.

Council Member DeSirant moved to adjourn the work meeting at 6:41 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

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

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

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

1.2 Public Comment

Beth Cassil, 1146 E. Manor Circle, said Kayla Mayers did a great job presenting the Promise Program. She did not know that Millcreek had a summer program for kids and requested that it be advertised better.

Elyse Sullivan read an email Mayor Silvestrini received from Christina Benson. “*My family and I are heartened to see that fireworks appear to be restricted in the area of our Millcreek residence. However, I found this map of firework zoning for 2022 by chance/web-surfing and I am hoping that there will be more extensive and clear messaging about these restrictions. We were so grateful for restrictions last year, which helped reduce the personal fireworks use in the area but did not completely curtail it--not even the personal use of aerial fireworks that I do not believe are legal to begin with! Unfortunately, some folks in our region are still clinging to personal fireworks use despite the very obvious, outsized dangers they pose in our drought-stricken state. It is our sincere hope that these restrictions will become permanent. The fear, anxiety, and significant tensions between neighbors that personal use of fireworks (especially the aerals) create cannot be overstated. THANK YOU again for the restrictions last summer--and those that I believe I see currently indicated online? Please consider making these restrictions a lasting safeguard for our community. Many thanks for all you do for our lovely city.*”

1.3 World Refugee Day 2022 Proclamation

Mayor Silvestrini proclaimed the following:

PROCLAMATION

WORLD REFUGEE DAY 2022

WHEREAS, refugees do not choose to leave their homes, but are forced to flee from persecution and terror in their native countries; and

WHEREAS, the United States is a nation built by immigrants and refugees, individuals who have made countless contributions to our communities and our nation as a whole, and whose courage and perseverance are models for us all; and

WHEREAS, between the years of 1983 and 2022, Utah has welcomed refugees from over thirty countries including Afghanistan, Bhutan, Congo, Iraq, Myanmar, Somalia, Sudan and Syria representing more than sixty ethnicities and nationalities, and more than fifty languages; and
WHEREAS, more than 70,000 refugees, former refugees and their children currently call the State of Utah their home; and

WHEREAS, as a city and a nation, we must continue to uphold the tradition of offering assistance to those most vulnerable and persecuted in this world; and

WHEREAS, the celebration of World Refugee Week is a stirring example of the support that the people of Millcreek provide to our new residents.

NOW THEREFORE, BE IT KNOWN, that the Mayor and City Council of Millcreek do hereby proclaim June 13-19, 2022 as Refugee Week in Millcreek and encourage all of our residents to acknowledge and celebrate the diversity of our world and of Millcreek.

IN WITNESS THEREOF, I have set my hand and caused to be affixed the Great Seal of Millcreek this 13th day of June, 2022.

Council Member Jackson moved to accept the proclamation designating World Refugee Day 2022. Council Member Catten seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

1.4 Juneteenth Proclamation

Mayor Silvestrini proclaimed the following:

Juneteenth Proclamation

WHEREAS, Juneteenth, also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day, celebrates the emancipation of those who had been enslaved in the United States; and

WHEREAS, the nineteenth day of June is officially recognized as the day when enslaved peoples in Texas learned of the 1863 Emancipation Proclamation that had been issued by President Lincoln more than two years earlier; and

WHEREAS, during this time, the nation celebrates the accomplishments, inventions, triumphs, and resiliency of African American, African, and Black peoples in this country; and

WHEREAS, Utahns have celebrated this historic day with festivals, parades, flag raising, and tributes to Utah trailblazers and pioneers; and

WHEREAS, Juneteenth Freedom Day became a federal holiday in 2021, the Utah Legislature soon followed by passing H.B. 238 in March 2022 making Juneteenth Freedom Day our newest State Holiday.

NOW, THEREFORE BE IT KNOWN, I, Jeff Silvestrini, Mayor of Millcreek, the City Council concurring, do proclaim June 19 "JUNETEENTH FREEDOM DAY" in the City of Millcreek. We encourage residents, schools, businesses, and community groups to celebrate Juneteenth as a day of remembrance.

IN WITNESS THEREOF, I have set my hand and caused to be affixed the Great Seal of Millcreek this 13th day of June 2022.

Council Member Jackson moved to accept the proclamation designating June 19th as Juneteenth. Council Member Catten seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

2. Planning Matters

2.1 Discussion and Consideration of Resolution 22-12, Approving an Interlocal Cooperative Agreement with Salt Lake County for Amendment No. 5 to Agreement for Addressing Services

Mayor Silvestrini said the planners use Salt Lake County's services for providing addresses to new developments in the city. This a renewal to the contract with no price increase.

Council Member Jackson moved to adopt Resolution 22-12, Approving an Interlocal Cooperative Agreement with Salt Lake County for Amendment No. 5 to Agreement for Addressing Services. Council Member DeSirant seconded. Mayor Silvestrini thanked the County for providing the service and for not increasing the fee. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3. Financial Matters

3.1 Public Hearing to Consider a Monetary Contribution of Up to \$45,000 to the Community Councils, Up to \$150,000 to Utah Venture Outdoors, and Up to \$15,000 to the Utah Rivers Council

Rita Lund said this was an annual contribution made to the organizations. The Utah Rivers Council sold 480 rain barrels that year. Next year she would like to have the city's own event and use it as an opportunity to provide education. Mayor Silvestrini said the distribution of rain barrels had previously been done at Millcreek City Hall parking lot but due to traffic concerns was moved to the Murray Public Works building. He noted that with all city contributions to other organizations, a study was conducted to see if the use benefited the general welfare of the community, and this did.

Council Member DeSirant 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.

There were no comments.

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

3.2 Discussion and Consideration of Ordinance 22-27, Approving a Monetary Contribution of Up to \$45,000 to the Community Councils, Up to \$150,000 to Utah Venture Outdoors, and Up to \$15,000 to the Utah Rivers Council

Council Member Jackson asked if the funding to the community councils was the same as the past. Lund described what the uses were for and explained that the contribution was a lump sum to pull from. Council Member Uipi asked if there were balances that these funds would add to. Lund said some councils had funding left and some were still determining what to do with the funds. Mayor Silvestrini said the authorization was an "up to" amount and the councils had to justify what the funds would be used for. Council Member Uipi wondered about the exact balance figures. Lund clarified that some councils had other funding sources than the city resulting in the balance.

Council Member Jackson moved to adopt Ordinance 22-27, approving monetary contributions to the community councils, Utah Venture Outdoors, and Utah Rivers Council. Council Member Catten seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.3 Discussion and Consideration of Resolution 22-14, Accepting the Utah Outdoor Recreation Grant in the Amount of \$200,000 to Assist in Building the Climbing Wall on Millcreek City Hall, Located at 1330 E. Chambers Avenue, Millcreek, Utah

Mayor Silvestrini said the resolution accepted the grant from the Utah Office of Outdoor Recreation for \$200,000 to assist the city in building the climbing wall on city hall. The city had been successful with these grants. Millcreek previously received one for the ice ribbon at Millcreek Common and to acquire open space on Grandeur Peak.

Council Member Catten moved to approve Resolution 22-14, Accepting the Utah Outdoor Recreation Grant in the Amount of \$200,000 to Assist in Building the Climbing Wall on Millcreek City Hall. Council Member Jackson seconded. Mayor Silvestrini thanked staff for finding funding sources for projects. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4. Business Matters

4.1 Discussion and Consideration of Ordinance 22-28, Amending Quorum Verification Requirements to Participate in Electronic Meetings of the Council

Mayor Silvestrini said current Millcreek code required a quorum to be present at the anchor location for electronic meetings, but this amendment would change that. A quorum could participate electronically if one member was present at the anchor location. John Brems said new state statute required the city to have a provision by December 2022 to determine how to determine the quorum for electronic meetings and that this change would be allow it to be done by voice vote.

Council Member DeSirant moved to accept Ordinance 22-28, Amending Quorum Verification Requirements to Participate in Electronic Meetings of the Council. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

Council Member Jackson asked if it was for the Planning Commission also. The Recorder clarified that it was just for the Council.

4.2 Discussion and Consideration of Resolution 22-13, Authorizing and Directing the City to Intervene in the Tree Farm Lawsuit Against Salt Lake County

Mayor Silvestrini said the last information from counsel was that a lawsuit had not been served upon Salt Lake County. He believed the Council should still authorize intervention if it moved forward. Council Member DeSirant concurred.

Council Member Jackson moved to adopt Resolution 22-13, Authorizing and Directing the City to Intervene in the Tree Farm Lawsuit Against Salt Lake County. Council Member DeSirant seconded. Council Member Jackson expressed how she was grateful for the action. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

5. Reports

5.1 Mayor's Report

Mayor Silvestrini reported that he participated in the Unified Police Department Finance and Budget Committee meeting. The budget recommendation to the Board was essentially what had already been considered by the Council. There were minor expense adjustments resulting in a slight impact for Millcreek. Laurie Johnson included the change into the budget for FY 2023. The expenses included expanding the body camera program to be more compliant with state requirements and other issues. There had been successful events at Millcreek Common. He invited the public to the coming Juneteenth event and World Refugee Day festivities.

5.2 City Council Member Reports

Council Member Jackson reported that the skating loop was open, and she felt that it would be a great success. Council Member DeSirant commended the city events.

5.3 Staff Reports

Mike Winder presented the Council with Millcreek logo alternatives. The majority of the Council expressed preference for the (B) option. He said the graphic designer would propose a new city flag with the new logo.

6. Consent Agenda

6.1 Approval of May 18, 2022 Special Meeting Minutes

Council Member Jackson moved to approve the minutes for the May 18, 2022 meeting. Council Member DeSirant seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

7. New Items for Subsequent Consideration

Mayor Silvestrini said there should be more joint meetings with the Planning Commission. He found the last one to be beneficial. He announced that there were two open seats for the Planning Commission and interviews would be set for the candidates.

8. Calendar of Upcoming Events

- Planning Commission Mtg., 6/15/22, 5:00 p.m.
- City Council Mtg., 6/27/22, 7:00 p.m.

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 7:42 p.m. Council Member Catten seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

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

Attest: _____
Elyse Sullivan, City Recorder



**Minutes of the
Millcreek City Council
June 27, 2022
6:30 p.m.
Work Meeting
7:00 p.m.
Regular Meeting**

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on a June 27, 2022 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
Thom DeSirant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4

City Staff

Mike Winder, City Manager
Elyse Sullivan, City Recorder
Francis Lilly, Assistant City Manager
Laurie Johnson, HR-Finance Director (electronic)
Kurt Hansen, Facilities Director
Rita Lund, Communications Director
John Miller, Public Works Director (electronic)
Robert May, Long Range Planner
Andrew Clark, Emergency Manager
Brad Sanderson, Current Planning Manager
(electronic)

Attendees: Luke Cartin, Rick Hansen, Tim Bachman, Laura Livnat, Mike B., Paige Peterson, Coy Clawson, Teresa Clawson, Kym Bradley, David Thompson, Mary Thompson, Lisa Bagley, Rhonda Bachman, Sophia M., Kevin Flynn, Alisha Hammett, Linda Granat, Lance Hobbs, Rashelle Hobbs, Mike Akerlow, Todd Reeder, Diane S. Hoggan, Deanna Foxley, Steve Bassett, Samantha DeSeelhorst, Chief Steve DeBry, Detective Tracy Boughn

WORK MEETING – 6:30 p.m.

TIME COMMENCED – 6:32 p.m.

Mayor Silvestrini called the work meeting to order.

1. Utah 100 Communities Update; Samantha DeSeelhorst, Sustainability Analyst

Samantha DeSeelhorst noted that Council Member Jackson and Mayor Silvestrini served on the Utah Community Renewable Energy Board. She gave a background on the Utah Community Renewable Energy Program and a high-level overview of how the program works. The program was enabled by H. B. 411 in the 2019 Utah Legislative session. It created a pathway for residents and businesses who municipality opts into the program to have the option of net-100% renewable electricity as their electricity source by 2030. Once the program is approved and ready

to launch, participating communities will, in coordination with Rocky Mountain Power, procure new renewable energy resources and connect those resources to the existing electric grid. Customers will be automatically enrolled in the program with the option of opting out if they prefer to stay on standard electricity. If Millcreek adopts an ordinance to finalize participation, the city would have a voice in the procurement of resources. Program resources over time to 2030 would include solar, wind, geothermal, hydro, storage, and energy efficiency. The key program principles are to meet participating communities' collective goals for making net 100% renewable electrical energy available to residents and businesses by 2030, design the program, implement low-income protections to make the program rate affordable and to minimize the impact on low-income customers, collaborate effectively with legal and technical experts, Rocky Mountain Power, and state regulators, and continually improve communications to make the complex program understandable for non-technical experts.

DeSeelhorst went over Millcreek's history with the bill which included H.B. 411 getting passed in 2019, the Utah Public Service Commission adopting administrative rules in 2019-2020, Millcreek adopting a net 100% energy goal making it an eligible community in November 2019, Millcreek signing the Governance Agreement making it a member of the Community Renewable Energy Agency in May 2021, and Millcreek appointing Mayor Silvestrini and Council Member Jackson as board members in June 2021. The other member communities are Alta, Castle Valley, Coalville, Cottonwood Heights, Emigration Canyon Township, Francis, Grand County, Holladay, Kearns, Moab, Oakley, Ogden, Park City, Salt Lake City, Salt Lake County, Summit County, and Springdale. The Agency structure is comprised of the board with two board members per community and the Program Design Committee, Low-Income Plan Committee, and Communications Committee. The major milestones of the program included launching the agency, which took place in 2021, designing the program, which was currently happening (2021-2022), Rocky Mountain Power filing a program application for state review and approval (2022), communities passing an ordinance to enter the program upon program approval (2023), the first renewable energy procurements and the program beginning (2023-2024), and that customers are notified about the program and the choice to opt out before utility bills reflect the program (2023-2024).

Mayor Silvestrini said the communities will get to see Rocky Mountain Power's application to understand better what rates may be. He said proposals were far less of an increase than what he anticipated. DeSeelhorst briefly reviewed a list of policy consideration questions. Mayor Silvestrini said on June 29th the Community Renewable Energy Board would do an orientation to educate new board members. The Design Committee has been negotiating with Rocky Mountain Power. The Agency has hired experts for creating a preliminary rate making study. The Communications Committee was working on noticing for residents. Luke Cartin, Park City, said Ogden and Salt Lake City had done resident surveys on the programs and prices.

2. Staff Reports

There were none.

3. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items

Francis Lilly, who recently traveled to Europe, noted that international city centers had minimal parking spaces and park maintenance was struggling.

Council Member Uipi moved to adjourn the work meeting at 6:55 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:03 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

Mayor Silvestrini called the meeting to order and led the pledge of allegiance. He invited the audience to attend the 4th of July parade.

1.2 Public Comment

Kevin Flynn, 3474 S. 2300 E., said the 150th anniversary of the historic Baldwin Radio Factory celebration was happening August 27. The factory was the oldest nonresidential building in Millcreek and on the National Historic Register. It was the original high-tech center for Utah. The builder, Nathaniel Baldwin, invented headphones. He asked for the city's assistance with the celebration. Mayor Silvestrini said the Council would discuss it and thanked him for coming.

Mayor Silvestrini said there was a successful Juneteenth celebration in Millcreek Common the prior week. He congratulated Aimee McConkie, Events Director, for putting together great events which were family friendly with roller skating and ice cream.

1.3 Unified Police Department Millcreek Precinct Officer of the Month for May 2022

Chief Steve DeBry announced Detective Tracy Boughn as Officer of the Month for May 2022. He read a letter from Churchill Junior High's principal that praised Detective Boughn. The Citizens Advisory Board gave Detective Boughn a gift. Mayor Silvestrini thanked Detective Boughn for his service. He said he thought the more contact that kids have with police officers as role models, the better. He was supportive of the police and looked forward to sharing a city hall with the Millcreek Precinct.

The Citizens Advisory Board recognized Chief Steve DeBry as having received the Steve Moore Award for demonstrating exceptional help to the Board. Mayor Silvestrini commended Chief DeBry for his work for Millcreek. Chief DeBry expressed fondness for the Council and Millcreek.

1.4 Proclamation Recognizing Tim Bachman as an Outstanding Volunteer and CERT Program Manager

Mayor Silvestrini proclaimed the following:

A PROCLAMATION RECOGNIZING TIM BACHMAN AS AN OUTSTANDING VOLUNTEER AND CERT PROGRAM MANAGER

WHEREAS, Tim Bachman has spent countless hours volunteering time to coordinate, promote, teach, and mobilize the Millcreek Community Emergency Response Team (“CERT”); and WHEREAS, Tim Bachman has voluntarily participated in outreach and response activities over the years that have had a great positive impact on the community; and WHEREAS, Millcreek recognizes Tim’s dedication to the emergency preparedness of the community and the generosity of Tim’s time spent has been an incredible benefit to Millcreek and all of its residents.

NOW, THEREFORE, BE IT KNOWN, because of the selfless time spent preparing the community for disaster response, that the Mayor and City Council of Millcreek do express their gratitude and appreciation by recognizing Tim Bachman as an Outstanding Volunteer and CERT Program Manager.

IN WITNESS THEREOF, I have set my hand and caused to be affixed the Great Seal of Millcreek this 27th day of June 2022.

Council Member Uipi moved for Council concurrence of the proclamation. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

Andrew Clark said Bachman was one of many wonderful city volunteers and described his work for the community through various positions. He presented Bachman with a plaque as an “Outstanding Community Volunteer.”

Tim Bachman thanked Andrew Clark and his wife, Rhonda, for support.

1.5 Recognition of Spring CERT Group; Andrew Clark, Emergency Manager

Mayor Silvestrini said the people who train, volunteer, and get certified with CERT were remarkable. The Council appreciated their efforts. Clark said this was the second full CERT course he had done. There were 5 participants in fall 2021 and 13 in spring 2022. Clark described the courses taught. Tim Bachman thanked the CERT group.

2. Planning Matters

2.1 Discussion and Consideration of Ordinance 22-29, Amending Title 19 of the Millcreek Code of Ordinances with Respect to Accessory Dwelling Units

Mayor Silvestrini noted the Council had a first reading of the item at the last meeting. Robert May said the amendments included new definitions for “window” and “translucent.” In code section 19.89.063, the amendment added more clarity and introduced the term “fixed” (non-operable) for the window on a façade located within 15 feet of the adjacent property. In section 19.89.100, it established a date for existing buildings intended to be converted into accessory dwelling units (ADUs) and added more clarity to ADUs that are within 5 feet of an adjacent property line. The community councils and Planning Commission recommended approval with additional considerations. May noted that Brad Sanderson, Current Planning Manager, worked on the application.

Applicant - Lance Hobbs, 2435 E. Lambourne Avenue, thanked the community council members, Planning Commissioners, Council, and staff. The code would bring accessory structures converting into an ADU in line with development of new ADUs.

Mayor Silvestrini requested to add Susan Hurst's emailed comment into the record (see attached). He thanked Hobbs for going through the land use process to change the code. He said he met with Susan Hurst to discuss her concerns about windows facing her property. He felt the situation allowed for windows because of the greater setback to the ADU. He noted that windows improved quality of life and fire safety for those living in them. Council Member Jackson noted that she also met with Ms. Hurst and appreciated her perspective. She asked if the applicant would consider planting trees to act as a buffer to her yard. She felt it made sense to allow conversions to have the same standards as new detached ADUs. Council Member Uipi felt staff needed code consistency.

Council Member Jackson moved to approve Ordinance 22-29, Amending Title 19 of the Millcreek Code of Ordinances with Respect to Accessory Dwelling Units. Council Member Catten seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

2.2 Discussion and Consideration of Ordinance 22-30, Rezoning Certain Property Located at Approximately 4101 S. Howick Street from M-1 (Manufacturing) to MD (Mixed Development)

Robert May said there were changes to the proposal since the community council and Planning Commission reviewed the application. The project was proposed at 190 parking stalls which was reduced to 187, a ratio of 1.25, reduced amenity space from 20,000 square feet (sf) to 15,000, and from a 6-story building to 5 stories. The proposal was for 150 housing units with up to a 60% average median income with 1-4-bedroom units. The project helps with moderate-low-income housing. Staff recommended approval of the rezone and development agreement with staff/legal approval. Mayor Silvestrini noted that a lower parking ratio made sense with the low income and proximity to transit. Council Member DeSirant asked if there were other changes to the presentation since the first reading. May said it was essentially the same. Council Member Jackson commended the higher bedroom count units. Mayor Silvestrini said the rezone would be subject to the development agreement, so the developer constructed what was proposed.

Applicant – Alisha Hammett, Shopworks Architecture, thanked staff, Council, and Community Development Corporation of Utah. The 15,000-sf amenity was large and would provide a place for kids. The scale back came from the economy. In low-income tax credit projects, because of the income qualification requirements, it was rare that non-related people lived together and there was usually only one car per household. The parking study recommended a minimum of 157 parking spaces, and they were proposing more than that.

Mayor Silvestrini asked for public comment.

Deanna Foxley, 1208 E. Manor Circle, asked if the units would be rentals. Hammett confirmed. Foxley asked about rent prices. Hammett said the high end of the range was \$1,100-1,700 for a four-bedroom unit, it was based on the household income. Foxley asked about unrelated people sharing the units. Hammett said "household" was federally defined for the tax credits, so unrelated people would not be sharing a unit.

Council Member DeSirant said he was a proponent of owner-occupied housing but was also in favor of low-income housing.

Council Member DeSirant moved to approve Ordinance 22-30, subject to a development agreement. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

2.3 Discussion and Consideration of Ordinance 22-31, Approving a Master Development Agreement for a 150 Unit Affordable Housing Project with Respect to Approximately 1.99 Acres of Real Property Located at Approximately 4101 South Howick Street

Council Member DeSirant moved to approve Ordinance 22-31, subject to staff and city attorney approval. Council Member Catten seconded. The Recorder 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 FY 2021-22 Budget

Laurie Johnson said this was the final budget amendment for the fiscal year. Johnson maximized all the revenues to capture the unspent dollars to move them into the General Fund - Fund Balance or Capital Improvement Project (CIP) Balance. She said Millcreek received the second round of American Rescue Act Plan (ARPA) funds and those had been applied to CIP projects. The Misc. Income was listed at \$925,835 to capture unexpended funds on the expense side. The number would not be reached, but the revenue needed to be listed. Expenses included all of payroll from June and 4 days into July for the pay period. Most of the expense budget adjustments were straightforward. The Non-Departmental budget captured the unspent funds at \$1,006,674 though that number may not be reached. Mayor Silvestrini asked if both the ARPA fund installments were received in the same fiscal year. Johnson said the first one was received at the end of the last fiscal year, but she moved it into deferred income for FY 2021-22, so the city had time to expend the funds. She noted revenue was still coming in, but she anticipated having close to 35% in Fund Balance at the end of the fiscal year. If that threshold was exceeded, the excess funds would go into CIP. She mentioned that she had added a lot of detail to the CIP Fund budget and briefly highlighted a couple of items. She set up a category for H.B. 244 projects. Mayor Silvestrini said H.B. 244 awarded Millcreek money from the quarter of a quarter sales tax, about \$7-8 million, over 15 years. The city will use that to improve 2000 E. The city would discuss borrowing to advance all of the money and pay it back as it was dispersed over the 15 years. Johnson noted minor changes in the Stormwater Fund to keep up with revenue.

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

There were no comments.

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

3.2 Discussion and Consideration of Ordinance 22-32, Amending the 2021-22 Fiscal Year Budget

Council Member Uipi moved to approve item 3.2, Ordinance 22-32. Council Member Jackson seconded. Council Member Jackson expressed gratitude to Johnson. Mayor Silvestrini said the Council would use part of the Fund Balance to pay part of the Unified Police Department contract for the following year. **The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.**

3.3 Public Hearing to Obtain a Loan from the Utah State Infrastructure Bank Fund in Aggregate Principal Amount of \$5,200,000, Series 2021

Mayor Silvestrini said in the last legislative session, H.B. 244 provided a legislative appropriation sales tax award to Millcreek of \$7 million to be used for roadway projects. That money would come in over a 15-year period. The resolution authorized the city to use the State's bonding capacity to advance funds now to execute improvements earlier. The city would borrow from the state of Utah then pay it back as the legislative appropriation got paid to Millcreek. There was no liability or effect to the budget. John Miller said an advantage with this, was that the city could borrow at a lower rate as compared to the rising construction costs.

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

There were no comments.

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

3.4 Discussion and Consideration of Resolution 22-15, Authorizing an Infrastructure Loan from the Utah State Infrastructure Bank Fund in Aggregate Principal Amount of \$5,200,000, Series 2021; Fixing the Maximum Number of Years Over Which the Loan may Mature, the Maximum Interest Rate Which the Loan May Bear; Delegating to Certain Officers of the Issuer the Authority to Approve the Final Terms and Provisions of the Loan Within the Parameters Set Forth Herein; Providing for the Publication of a Notice of Public Hearing and Loan to be Authorized; Providing for the Running of a Contest Period and Setting of a Public Hearing Date; Authorizing and Approving the Execution of a Loan Agreement, and Other Documents Required in Connection Therewith; Authorizing the Taking of All Other Actions Necessary to the Consummation of the Transactions Contemplated by This Resolution; and Related Matters

Council Member Jackson asked what the interest rate would be. Mayor Silvestrini and Miller did not know the interest rate, though Miller said it was concurrent with the

market. Council Member DeSirant asked about the improvements to 2000 E. Miller said both phases could not be done with the existing funds, from Siggard to 3300 S. and then 3300 S. to the northern city boundary. He was optimistic two years ago that the whole project could be done for \$4 million but with inflation only half could be done. He chose the southern section to be completed first due to the amount of flooding that had taken place there. The project scope was to pipe the open ditch, and add sidewalk, curb, and gutter on top. Residence driveways would be tied in and the existing turnouts for irrigation would be maintained. Holliday Water was willing to contribute to piping the ditch. He said there was a good chance of the city getting a federal grant of about a \$4-5 million with a 7% match for phase two. Mayor Silvestrini said given the construction costs, the project would have to be phased. Council Member Jackson asked about communication to residents on the phased project. Miller said the city hired a consultant to communicate and there had also been an open house. They were still obtaining the right-of-way on the second phase. Miller said the work could not be done on the ditch with water in it, so work would start in the winter. The backorder for the pipe was 4-6 months.

Council Member Jackson moved to adopt Resolution 22-15, Authorizing an Infrastructure Loan from the Utah State Infrastructure Bank Fund. Council Member Catten seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4. Business Matters

4.1 Discussion and Consideration of Resolution 22-16, Disclaiming an Interest in Real Property Located at or Near 3785 Ash Circle Millcreek, Utah and Authorizing and Directing the Mayor to Approve and File a Disclaimer

Mayor Silvestrini said a quiet title action had been filed against the city with respect to a piece of property in the rear of 3785 Ash Circle which backed up against the freeway. It was unclear that the city owned it and there was no reason for the city to own it. The Ash Circle owners requested that the city disclaim it. Council Member DeSirant asked for clarification on the term "disclaim." Mayor Silvestrini said that the city had no claim to the property. Francis Lilly said the owner of the property approached the city to expand his home and learned that the property did not belong to him. He said UDOT used to, but ownership was never transferred from a vacation. Miller said the Skyline roundabout project would not be impacted by the quiet title.

Council Member Uipi moved to approve item 4.1, Resolution 22-16. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4.2 Discussion and Consideration of Resolution 22-17, Adopting a Logo

Mike Winder said the city had not formally adopted a city logo. When discussing logo uses, a more simplified logo was needed, so he had the current one redesigned. There would be a city flag approval later. The mill signified the city's heritage, Mt. Olympus was in the background, and the river in the foreground could be Mill Creek or the Jordan River.

Council Member Jackson moved to adopt Resolution 22-17, Adopting a City Logo. Council Member DeSirant seconded. Mayor Silvestrini thanked staff for work on the logo. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4.3 Discussion and Consideration of Resolution 22-18, Adopting the Millcreek Emergency Operations Plan (EOP)

Andrew Clark said the purpose of the Millcreek EOP was to provide guidelines for planning, coordinating, and managing the overall response and recovery of Millcreek before, during, and after major disasters or emergency events. The EOP was developed in accordance with the requirements for local emergency management established under the State of Utah Local Emergency Management Act (53-2a-1403). The plan also met the requirements of other state and federal local emergency management programs. The contents of the Millcreek EOP are to provide a basis for planning and management of the types of disasters and emergencies that are most likely to impact the city. The major parts of the plan are the basic plan, the functional annexes, and the hazard annexes.

Clark reviewed each plan section. The basic plan provides an overview of Millcreek's approach to emergency operations, identifies external organizations, and breaks down the concept of operations. The functional annexes outline key functional areas of operations that are essential to saving lives, protecting property, and restoring services following emergencies. They provide general guidance for specific functions. The hazard annexes outline primary hazards that Millcreek faces, provides in-depth information for each hazard and when to respond, and breaks down which functional annex may be critical during the response process. Clark's goals included getting Millcreek directors and officials trained on the incident command system, work with all staff on NIMS training, and do a tabletop exercise.

Mayor Silvestrini thanked Clark for his work. Council Member Uipi asked about internal communication with emergencies. Mayor Silvestrini said there was city-wide texting with staff for emergencies. Clark said he would text the system regularly. Council Member Uipi indicated that she would like something more/better for the council.

Council Member Catten moved to adopt Resolution 22-18, Adopting the Millcreek Emergency Operations Plan. Council Member Uipi seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4.4 Discussion and Consideration of Resolution 22-19, Approving the Historic Preservation Commission Rules of Order and Procedure

Elyse Sullivan said the Historic Preservation Board adopted their own Rules of Order and Procedure and staff felt it would be good to have the Council approve them as well since the Commission was an advisory body to the Council. Staff made some adjustments to the rules to be compliant with new changes to the Open and Public Meetings Act with respect to a quorum in an electronic meeting.

Council Member DeSirant moved to adopt Resolution 22-19, Approving the Historic Preservation Commission Rules of Order and Procedure. Council Member Uipi seconded.

The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

5. Reports

5.1 Mayor's Report

Mayor Silvestrini reported on recent city events. The feedback he had received on Millcreek Common had been positive. The splashpad was open, but not finished.

5.2 City Council Member Reports

Council Member Jackson said she and Council Member Catten attended Venture Out! Council Member DeSirant said he enjoyed attending the city events. Council Member Uipi commended Aimee McConkie for the Juneteenth celebration. She wanted to work on engagement with black leaders in the community.

5.3 City Treasurer's Report

Council Member Jackson reported the following:

- As of today, the balance of the Series 2019 Bond was: \$9,752.42 (Millcreek Common City Center).
- As of today, the balance of the Series 2021 Bond was: \$35,174,538.92 (City Hall)
- As of today, Millcreek's PTIF account balance was: \$33,712,772.07.
- As of today, 105.77% of originally projected property taxes have been received in the amount of \$11,715,308.21. Last year at this same time, the city had received \$11,585,505.58.
- As of today, 81.43% of projected sales tax (updated projection) have been received in the amount of \$12,214,171.79. Last year at this same time, the city had received \$10,723,500.42.

5.4 Staff Reports

Mike Winder said a public comment was received online from Teresa Carlson, 3579 S. Crestwood Drive, regarding a number of topics, so he called her during the meeting. She had concerns about the splash pad but was pleased that it was unfinished, parking for the connection of the Bonneville Shoreline Trail, the mining applications in Parley's Canyon, and speeding on 3300 S. and 3900 S. She also expressed a desire for a Trader Joes in the city. Mayor Silvestrini said Rep. Burgess Owens said a subcommittee approved an \$800,000 appropriation for improving Neff's Canyon. He thanked the people that helped the appropriation go through. He said the County had not yet been served the lawsuit for the Tree Farm mining in Parley's Canyon though Millcreek had filed an objection to the new application.

5.5 Unified Fire Authority Report

There was no report.

5.6 Unified Police Department

Chief DeBry announced an existing officer would be filling a new mental health position that would start on July 3. He said there would be operations in South Salt Lake to curb speeding on 700 E. Everything was good to go for the 4th of July parade and firework enforcement. The Mayor said the chief helped him in creating a "Slow Down in Your

Town” video public announcement. He also described a voicemail from a woman who had a positive experience with an officer.

Chief DeBry reported the crime statistics for May 2022. There were 2,824 calls for service, 895 total cases, 362 citations, and 48 booking arrests. There were 19 assaults, 15 burglaries, 18 drug offenses, 87 family offenses, 101 larcenies, 5 robberies, 5 sex offenses, and 32 stolen vehicles. He said detectives from the C.O.P. Community Crime Suppression Unit and Millcreek Street Crimes detectives were involved in daily bicycle patrols throughout Millcreek. Detectives were engaged in proactive patrols and meeting with citizens and business owners. The Millcreek C.O.P. Unit was joined by UPD cadets at Venture Out. This year’s events included UPD resources like the SWAT Rescue Vehicle, Jail Produce, Motor Officers, Search and Rescue, and Forensics. Sergeant Allen worked with the South Salt Lake Police Department’s Police Athletics League (PAL) to work out an agreement so Millcreek officers could go to the PAL gym, 2797 S. 200 E., and work out with the youth members of the gym. Sgt. Allen and other officers teach boxing. The UPD Motor Unit, featuring 12 motorcycle officers, spent June 15th in Millcreek in a traffic enforcement saturation event. The officers focused on traffic and pedestrian safety by issuing citations for speeding and other violations. Millcreek C.O.P. Detectives investigated three cases of graffiti in the areas of 950 E. 3825 S., 900 E. 3800 S., and 3100 S. Highland Drive. The graffiti was cleaned by the UPD Graffiti Removal Unit.

6. Consent Agenda

6.1 Approval of May 23, 2022 Work Meeting and Regular Meeting Minutes

Council Member Jackson moved to accept the work meeting and regular meeting minutes from May 23, 2022. Council Member Catten seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

7. New Items for Subsequent Consideration

Council Member DeSirant requested an update to the January strategic meeting. Mike Winder recommended an update during an upcoming work meeting. Council Member Uipi would like an update on action items from the Sustainability Plan from Samantha DeSeelhorst. Mayor Silvestrini brought up the Council considering water conservation.

8. Calendar of Upcoming Events

- Planning Commission Mtg., 6/29/22, 5:00 p.m.
- Community Council Mtgs. TBD

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 9:51 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

RE: Hobbs Proposed ADU Code Change

I am the neighbor to the north. My family has 2 duplexes closely adjacent to the Hobbs' property. The duplexes have been there since 1963 and have no front yards, rather the only yards are little courtyards in the back facing the Hobbs structure, The backsides of these units are also all windows, as such, the proposed ADU has the potential to effect the desirability and rental value of our properties greatly.

Upfront I want to state that I am not contesting Mr. Hobbs right to convert his garage/shop, nor am I contesting the size of his structure. My issues are with second story windows.

The initial Staff Report presented to the Community Councils focused solely on setbacks, and failed to also take into account mass, impact and the spirit and intent within which the code was written and I think the intent is very much the issue at hand.

There are some positions being put forth that I'd like to push back on.

1. The language in the existing conversion standards that prohibits windows facing adjacent properties was an oversight.

There are four times in Title 19 ADU code that window standards are mentioned:

(a) Existing Conversion Standards [19.89.100 D2c] reads, "*The detached building does not have any balconies, porches, or windows facing an adjacent property, unless facing an RM or C zoned property.*"

(b) Attached Standards [19.89.100 C1c] also reads, "*The attached ADU does not have any balconies, porches, or windows facing an adjacent property, unless facing an RM or C zoned property.*"

Obviously consideration was given to this language because exceptions are mentioned here – an RM zone or a commercial zone. Thought was given, it's permissible in some cases but not in others. No mention of setbacks.

(c) This language is further bolstered when you read the ADU intro page from the website. It reads, "*Our ADU regulations are designed to allow ADUs in a manner that is **least impactful as possible to surrounding residents**. Transparent windows, doors, exterior lights and balconies must face away from neighboring residential property.*" Again, recognizing windows as impactful.

(d) New Build Standards [19.89.063 E] reads, "*Windows on a façade within 15 feet of an adjacent property shall be translucent or not visible from an adjacent property or installed as a skylight.*" This is the outlier in that it mentions setbacks, but it is also the only situation where there is a control on size. And it too imposes restrictions on windows, also cognizant of their impact.

So in three out of the four mentions the intent to not have windows facing adjacent properties is stated or acknowledged. To say this was an oversight would mean that the language slipped by the 9 person Planning Commission, the 5 person City Council and the entire Planning Department *three times* in Title 19. Suggesting that no thought was ever given to what that standard would look like realistically.

That cannot be.

This is specific and intentional language. It recognizes the impact windows have to neighbors and it's intention to mitigate that impact. This language addresses impact but it does not suggest setbacks as a remedy, rather no windows is the solution, and it's good code, because even at a 25 to 30' setback, the Hobbs property still looms large for us.

Here's what it looks like from our side or the fence:



2. Only allowing windows on one facade would be the equivalent to forcing people to live in a basement.

Not true. Windows on only one wall is a common occurrence. The many minds that created the current code had to have given this scenario thought. Think of apartments that come off a central hallway, or rooms that come off a central hallway. In those situations windows can *only* be on one wall (unless it's a corner room or apartment). Take for example one of our units (being renovated). All three bedrooms have windows on only one wall.

10.5' x 11' bedroom. West facing.



Master bedroom 11'x 12' (roughly the same sized bedrooms Mr. Hobbs structure would have.) North facing.



3. The comparison of ADUs to SFR standards. “Look around, this kind of development is happening everywhere.”

BUT, this is an accessory building *not* a SFR. ADUs are subject to a different set of much stricter standards, as the intent of ADU code states, *“to be as least impactful as possible to surrounding residents.”* As such, there are many additional limitations on windows, door placement, exterior lights, balconies, stairways, porches, parking stalls and visibility of parking. Building materials and roof pitch. They cannot create, *“any new visual impacts that cannot be otherwise mitigated by a fence or a wall,”* and importantly, a limit to overall size of a new build at 850 SF.

850 SF encourages single story construction. It is the size of an apartment, or one side of a duplex that would, [19.89.010 Purpose] *“Provide housing options for family caretakers, adult children, aging parents, and families seeking smaller house holds.”* Again, the intent is small, unobtrusive.

All these standards provide for a nice little rental. The goal was not a SFR.

The Hobbs structure has 1200 SF of livable space, plenty of room for a family. “2 adults and any number of children” is what is currently allowed in code. If not for the unusually severe slope of the front side of the roof, the livable space could be 1700 SF. As large or larger than many of the houses in the area. The Hobbs accessory building *is* the size of a SFR.

ADU code [19.89.100 Purpose A1] states, “Create new housing units while respecting the appearance, neighborhood character, **and scale of single family residential development.**”

Also, [19.89.020 Interpretation] reads. “It is the intent of the City that the adoption of this ordinance **shall not be understood as increasing the density of the underlying zone designation.** An ADU shall always be accessory to the principal dwelling.”

Is allowing accessory buildings the size of SFRs - without the additional restrictions that are currently in place - what was intended? Repeatedly Title 19 says no.

But this is the situation I face currently. See the next photo.

View from the patio of one of our units. Lots of real estate here.



If current existing conversion code is abandoned and unrestricted windows are allowed on accessory buildings the size of an SFR, what then, is the identifiable difference? Why would it not be the equivalent of two SFR on one lot? And doesn't that scenario potentially open up the door to density issues?

This is a view from the gate going into the yard of one of our units. If you took 2 steps forward and 4 steps to the right you would be at the beginning of the 12' window that makes up the south side of the unit.



Windows on the second story of the Hobbs ADU would stare down not only into the yards, but *directly* into the living area of that unit.... **and there's nothing I can do to mitigate that impact.** I cannot build a fence or a screen high enough. I don't have the yards to put in a large tree, or the time it would take to grow it. I've looked into shade sails, also a no.

Existing conversion standards [10.89.100 D2f] states "*Does not create any new visual impacts that cannot be mitigated by a fence or wall.*"

If current existing conversion standards are abandoned and unrestricted windows are allowed on a second stories, then, in essence, it will be the adjacent properties who will bear the impact of the ADUs, instead of the home owners wanting to convert. There would most certainly be windows on the rear and sides of the conversions. Honest question; how many windows do you think would be put on the façade facing the homeowner?

In my situation:

On Mr. Hobbs side of his structure; he has the nice slope of the roof, away from his primary dwelling
On my side of the fence; the monolithic wall.

On his side: no windows impacting his privacy.

On my side: many windows that invade interior space that cannot be mitigated

He: will be enjoying the added income of a rental

I: face the very real possibility of loss of rental income in lowered rents and also higher turnover rates from a now much less desirable property.

I will be bearing all of the impact of his conversion. It's the equivalent of dumping the garbage of his accessory building into the front yards of our primary dwellings. It is unjust. And the opposite of the intent of ADU code.

I think it's important to mention here that Mr. Hobbs *could* in fact convert his garage/shop into an ADU under the current code. He doesn't want to incur the expense of moving the solar panels on the south side, therefore having an issue with egress since he needs windows that open. The LUHO allowed him translucent, un-opening windows on facades facing adjacent properties but this didn't solve the problem with egress, so he submitted the application to change the code. He said he's found a skylight that will satisfy the requirement for egress but they too, are expensive and he would obviously prefer to have zero restrictions on windows... so here we are.

His request isn't a need, it's a want. The solar panels are a self inflicted hardship. They could be moved and perhaps only a 1/3 of them would need to be to accommodate the dormers and windows he wants to put in. The Hobbs house has 3920 SF of main floor area and a 1363 SF attached garage, surely there is space on that vast roof to do so. I applaud him for choosing solar but the fact remains that the burden to convert, and the resulting impact *should* be borne by the home owner wanting to do so. Not the neighbors.

4. New Build vs. Existing standards.

Is this the best lens from which to view ADU standards if the idea is to align and simplify?

Staff Report submits that a new build ADU would be more impactful than an existing conversion because the existing building is already there. Would it be? Take these two examples:

Below is a photo of a garage that's currently being built and he intends to convert to an ADU at some point. Although this is new construction, it will be an *existing* conversion when he applies to do so. I think it's fair to say it's as big as a SFR and second story windows would definitely be impactful even two doors down.

The white house is two lots away.



Closer view. Notice the car for perspective.



Also, let's look at the Hobbs structure:

The original justification for this proposed code change is that Mr. Hobbs is not allowed windows on sides facing adjacent properties currently, but if he were to build new he could have them. That's a bit of a misleading statement. It leads you to believe he could build the exact same structure. Not true. At 850 SF his structure would be much less impactful. As a visual exercise, what might that look like...

His structure has 1200 livable SF and an attached 2 car garage. According to the SLCo Assessor, the livable space on the first floor is 572 SF – that's half of the first floor with the garage taking up the other half. With 850 SF allowed for a new build ADU, that would leave 278 SF of the second story. Looking back at the photos, consider that 278 SF would be less than 1/2 of the mass of the second story that exists now. And, if the structure's front roof pitch matched that of the back – a more common scenario - only about 1/4 of that second story mass would exist. A much less impactful building either way.

Even if Mr. Hobbs were to have built the entire 850 SF as a second story over a three car garage, the building would still be about 1/3 less of the size it is now as the dimensions would be 26' x 33' instead of the 26' x 46' that it is now. In these cases the new build would be less impactful.

The Hobbs structure is also considered *existing* even though it's only been there for about 4 years. So *existing conversion* isn't always the old garage or rumpus room built way back-a-when, that neighbors have lived with for many, many years and are used to. Existing conversions are new construction as well, not beginning as ADUs or built to those more limiting standards. Truly older buildings, including some primary dwellings as well, may have been built closer to property lines, but new 'existing' structures can be, and I'd argue usually are, much taller than the single story neighborhoods they're built in. Perhaps impact should be assessed not by 'new build' or 'existing conversion' but instead by the ability to mitigate it?

4. A Better Way.

The revised Staff Report includes the recommendation of a limit of 850 SF of livable space in existing conversions, inline with new build standards - currently there is no size limitation on conversions. While definitely an important addition, how would you enforce such a standard? Would you require Mr. Hobbs to remove windows in the unused space? Otherwise he could easily utilize that space after permits were given. Also, it offers no relief for second story window intrusion.

In addition to this new limitation of square footage, also align the two window standards. Apply the new build standards to first stories since first story windows, especially with only 850 SF, could be mitigated with fencing or younger trees even if the building were on a higher grade. And keep the existing standard for second stories.

Doing so would be in alignment with the intent of the ADU code to, "*be as least impactful as possible to neighboring properties,*" protecting neighbors living next to larger than intended ADUs with second stories.

It would further encourage single story construction and discourage mass on the second story but not prohibit it, thereby also addressing the scenario of the entire 850 SF allowance being built as a second story over garage space.

It would keep the burden of the impact on the homeowner wanting to convert, where it should be.

It would align the standards and be a fair application to all.

It's a simple finesse of what is already adopted code and it takes *already afforded protections* from no one.

Many people spent many hours on the current ADU code and it's good, considerate code. It provides *meaningful* protections for neighbors and all four of the ADU window standards recognize windows as impactful. Adopting Mr. Hobbs' proposed change is a 180 from this. Parsing whether a window is translucent or transparent at 5 feet or 15 does nothing to remedy the real situation being presented here of second story intrusion. This isn't just a simple language change. The people that live on the other side of Mr. Hobbs fence...these are their homes, this would effect all of us profoundly and I'm our situation isn't isolated.

I urge you to reject the proposed changes to window standards and seek something better.