

Staff Report Memo



To: Mayor and Council	From: Samantha DeSeelhorst, Associate Planner & Sustainability Analyst
Date: July 26, 2022	
Re: Recommended Sustainability Projects	
Meeting Requested:	Business Meeting <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Other <input type="checkbox"/> _____
Public Hearing Needed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Undetermined <input type="checkbox"/>

BACKGROUND

In Summer 2021, the Millcreek City Council adopted the Interlocal Sustainability Action Plan (ISAP)—a planning effort to outline sustainability initiatives for the Tri-City Region of Millcreek, Holladay, and Cottonwood Heights. Written as one document for three cities, this plan features a high-level scope, with the recommendation that each city dive deeper into the topics they find most pertinent to their communities.

The *Recommended Use of Plan* section states, “This action plan is intended to serve as a guiding document for elected and appointed officials, city staff, and community members of Cottonwood Heights, Holladay, and Millcreek. As decisions are made within each city, both administratively and legislatively, this document should be used as a guide for viewing the impact of these decisions through a lens of sustainability. It is anticipated that sustainability staff will utilize this document to make regular recommendations on specific sustainability priorities for each community.”

UPDATE AND REQUEST

At the request of the City Council, and in consistency with the ISAP’s anticipated approach, staff has prepared a list of recommended priority projects. Following City Council review and discussion, staff will conduct detailed research on any projects which the City Council designates as priorities from this list, as well as additional projects which they identify. Detailed research will include estimated timeline, costs, available grant funding, potential partners, etc. Staff’s 2022 recommended priority projects include:

1. *Continue participating in the Community Renewable Energy Program*

ISAP Reference: “*Continue to engage with Utah’s Community Renewable Energy Program.*” (Energy Use Section)

- Emissions reductions are one of the most transformative sustainability goals for cities to strive toward. Thus far in the Program’s set-up process, staff considers the Community Renewable Energy Program to be the most practicable approach for cities to reduce emissions on a large scale.
- Participation should be continually evaluated as the program is further developed, with the potential for this program to ultimately serve as a viable pathway for Millcreek to meet its renewable energy goals.

2. *Continue working toward an updated water conservation landscaping ordinance which meets eligibility standards for incentive programs*

ISAP Reference: “*Coordinate with agencies to educate the community on existing low-water incentive programs, and consider city-initiated incentives to fill gaps as needed.*” (Landscaping Section)

- A large portion of Utah’s water is allocated toward outdoor landscaping. The potential to reduce water use via landscaping design is emphasized in the newest section of *Utah’s Coordinated Action Plan for Water*, a collaborative effort led by the Governor’s Office of Planning and Budget, with the state committing to strengthening rebate programs which provide monetary incentives for turf removal and waterwise plantings.

- Staff coordination with water districts and state agencies indicates that adoption of a landscaping ordinance which includes lawn maximums and other waterwise design criteria will be a requirement for communities to be eligible in these incentive programs.
- In addition to enabling community members to be eligible for these incentive programs, a water conservation landscaping ordinance which includes lawn maximums conserves water, promotes the use of species which provide habitat, and may result in cost savings on water bills.

3. Continue working toward sustainable design decisions for Millcreek City Hall

ISAP Reference: *“Encourage the use of quality construction techniques and durable materials, including recycled and sustainably-sourced materials when feasible. Incentivize the use of fixtures and systems which conserve water, exceed energy performance, or otherwise reduce environmental impacts.” (Development Section)*

- As is feasible with budgetary and timeline guidelines, continue to consider sustainable design for city facilities, such as Millcreek City Hall and Millcreek Commons.
- Beyond the design process, consider sustainability in determining policies for the operation of these facilities. Potential policies may include turning off lights when leaving facilities, shutting off faucets while lathering hands or scrubbing dishes, enforcing no-idling in parking lots, instituting a sorted recycling system in break rooms, etc.

4. Update city-owned public landscaping with waterwise design and pollinator-friendly species

ISAP Reference: *“Serve as an example of low-impact landscaping through the use of xeriscaping and stormwater management solutions at city-owned properties.” (Landscaping Section)*

- Cities have excellent potential to demonstrate the efficacy of sustainable landscapes through the type of landscaping used in city spaces.
- Consider implementation of waterwise species, as well as pollinator-friendly species, within city park-strips, plazas, parks, and other public areas.
- Waterwise landscaping efforts should still prioritize the allocation of water for trees and large shrubs, in order to promote the aesthetic, cooling, and carbon-mitigating properties of urban forests.

5. Institute a telecommuting policy which encourages remote work on poor air quality days

ISAP Reference: *“Consider telecommuting or adjusted work-week policies to reduce employee commute impacts.” (Transportation Section)*

- Telecommuting was tested and largely proven as a viable work model during the lockdown stages of COVID-19. Its benefits extend beyond those related to public health amid a pandemic, as telecommuting was found to have a positive impact on air quality by reducing the number of commuting vehicles.
- The Utah Clean Air Partnership (UCAIR) recommends telecommuting on poor air quality days as a key approach to reducing air pollution in the Salt Lake Valley. UCAIR recommends that employers consider allowing employees to work from home on days when the Division of Air Quality (DAQ) shifts their action alert from “voluntary” to “mandatory.”

6. Host a community recycling event which targets hard-to-recycle materials

ISAP Reference: *“Provide community members with information on where to drop off items that cannot be processed via curbside service.” (Waste Management Section)*

- Curbside recycling is an important component of sustainable waste management, but it does not facilitate the recycling of all materials. Many recyclable materials must be taken to offsite drop-off locations, rather than discarded in curbside recycling bins.

- The inconvenience associated with offsite recycling can lead to households choosing to throw these materials away instead, resulting in greater landfill pressure.
- To provide an option for easier recycling, cities may consider partnering with waste management providers to host an annual recycling event for community members to bring their hard-to-recycle materials for more sustainable disposal. Community recycling events may also benefit from including shredding services, which facilitate baled recycling of all shredded paper—a material which cannot be recycling in curbside bins.

7. Transition future city fleets to electric models

ISAP Reference: *“As is financially practicable, consider purchasing electric vehicles, hybrid vehicles, or other low-impact alternatives to traditional fuel models.” (Transportation Section)*

- As the city continues to build and modify its fleet, consider electric models which produce fewer harmful emissions than fuel-combustion varieties. These models are continually becoming more widespread and available, both for vehicles and off-road equipment. Additional savings may also be realized in reduced fuel costs.
- The procurement of electric models may coordinate well with the Community Renewable Energy Program, by ensuring that in the future, any electricity used to charge electric vehicles and equipment is produced renewably.

8. Institute additional electric vehicle charging stations throughout the community

ISAP Reference: *“Conserve energy through implementing strategies such as efficient appliances, gap sealing, weatherization techniques, efficient lighting, strategic heating and cooling, solar infrastructure, and electric vehicle chargers.” (Energy Use Section)*

- A robust network of electric vehicle charging stations supports both an internal transition to electric vehicles, as well as a community-wide transition for those who choose to purchase electric models.
- Most drivers travel outside of their own city boundaries, meaning that coordinating in the regional installation of electric vehicle charging stations supports not only local residents, but regional community members as well.
- Sizeable grant funding is available through state and utility partners, making this project a timely option to consider prior to grant funding running out.

9. Work toward a more robust active transportation network

ISAP Reference: *“Continually maintain existing pedestrian and cycling paths. Identify connectivity gaps and prioritize transportation connections in these areas.” (Transportation Section)*

- Active transportation, whether via walking, cycling, rolling, scooting, etc. is another viable way to draw down community emissions. Aside from the sustainability benefits, active transportation has the potential to benefit public health, as well as a sense of civic pride and engagement.
- While avid hobbyists and commuters may be comfortable, utilizing active transportation can be a daunting task for the average community member. To encourage more broad-based active transportation, cities should prioritize connecting gaps in bike lanes, sidewalks, and paths, as well as building in more robust safety mechanisms such as buffers, crosswalks, and signals. These improvements can be made segment by segment, as budget and grant funding allows.
- Aside from infrastructure improvements, cities can support active transportation through wayfinding projects which streamline existing routes, as well as community outreach which educates residents on safety tips and easy-to-reach destinations.

10. Provide sustainability outreach and community engagement

ISAP Reference: *“Although some sustainability work can be achieved through the sole efforts of city staff and officials, other initiatives benefit from multi-stakeholder participation. In terms of municipalities, this entails community engagement with residents, business owners, service providers, and other community partners. Research has shown that projects which incorporate community engagement are more effective than those without.”*
(Community Engagement Section)

- Anecdotally, individuals often report that sustainability is daunting, obtuse, and overwhelming topic. One of the most effective ways to strive toward a more sustainable city is to collaborate with community members to realize wider, more long-lasting changes.
- Cities can facilitate this coordination through regular newsletter and social media content, which provides sustainability guidance for community members on topics such as energy efficiency, water conservation, habitat preservation, etc.

MILLCREEK, UTAH
ORDINANCE NO. 22-35

**AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 3209 SOUTH ORCHARD STREET FROM R-1-8 (RESIDENTIAL
SINGLE FAMILY) TO R-1-6 (RESIDENTIAL SINGLE FAMILY)**

WHEREAS, the Millcreek Council (“Council”) met in regular session on July 26, 2022, to consider among other things, an ordinance rezoning certain property located at approximately 3209 South Orchard Street from R-1-8 (Residential Single Family on 8,000 square foot lot) to R-1-6 (Residential Single Family on 6,000 square foot lot); and

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

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

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

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

WHEREAS, on May 2, 2022, the required notice was published; and

WHEREAS, on June 15, 2022, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on June 15, 2022, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at the June 15, 2022, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

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

WHEREAS, on July 20, 2022, the Council caused the required notice to be given; and

PASSED AND APPROVED this 26th day of July, 2022.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor Pro Tempore Designee

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 22-35: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 3209 SOUTH ORCHARD STREET FROM R-1-8 (RESIDENTIAL SINGLE FAMILY) TO R-1-6 (RESIDENTIAL SINGLE FAMILY)
was passed and adopted the 26th day of July 2022 and certifies that copies of the foregoing Ordinance 22-35 were posted in the following locations within the municipality this ____ day of July, 2022.

- 1. Millcreek City Office, 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. 22-36

**AN ORDINANCE AMENDING CHAPTER 19.86 OF THE MILLCREEK CODE OF
ORDINANCES WITH RESPECT TO THE POWERS AND DUTIES OF THE HISTORIC
PRESERVATION COMMISSION**

WHEREAS, the Millcreek Council (“Council”) met in regular session on July 26, 2022, to consider, among other things, approving an ordinance amending Chapter 19.86 of the Millcreek Code of Ordinances with respect to the powers and duties of the Historic Preservation Commission; and

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

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

WHEREAS, City staff, City consultants, and other persons have recommended that the Council revise the Zoning Ordinance with respect to the powers and duties of the Historic Preservation Commission; and

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

WHEREAS, on May 20, 2022, the required notice was published; and

WHEREAS, on June 29, 2022, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on June 29, 2022, the planning commission held the required public hearing with respect to amending a section of Title 19 of the Millcreek Code of Ordinances; and

WHEREAS, at the June 29, 2022, planning commission meeting the Millcreek Planning Commission recommended amending a section of Title 19 of the Millcreek Code of Ordinances; and

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

WHEREAS, on July 20, 2022, the Council caused the required notice to be given; and

WHEREAS, on July 26, 2022, the Council considered amending various sections of Title 19 of the Millcreek Code of Ordinances.

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

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.

This Ordinance assigned Ordinance No. 22-36, 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 26th day of July 2022.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor Pro Tempore Designee

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 22-36: AN ORDINANCE AMENDING CHAPTER 19.86 OF THE
MILLCREEK CODE OF ORDINANCES WITH RESPECT TO THE POWERS AND DUTIES
OF THE HISTORIC PRESERVATION COMMISSION was passed and adopted the 26th day of
July 2022 and certifies that copies of the foregoing Ordinance 22-36 were posted in the
following locations within the municipality this ____ day of July, 2022.

1. Millcreek City Office, 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. 22-23

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN AGREEMENT
WITH SALT LAKE LEGAL DEFENDERS' ASSOCIATION TO PROVIDE COURT
INDIGENT DEFENSE SERVICES**

WHEREAS, the Millcreek Council ("*Council*") met in regular session on July 26, 2022, to consider, among other, approving an Agreement with Salt Lake Legal Defenders to provide court indigent defense services; and

WHEREAS, an 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 that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 22-23, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 26th day of July 2022.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor Pro Tempore Designee

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

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

Indigent Defense Legal Services Agreement

THIS AGREEMENT (this "**Agreement**") is effective July 1, 2022 by and between **MILLCREEK**, a Utah municipal corporation (the "**City**"), and **SALT LAKE LEGAL DEFENDERS ASSOCIATION**, a Utah nonprofit corporation ("**Legal Defenders**").

RECITALS:

- A. Legal Defenders is in the business of providing criminal defense services for indigents.
- B. Legal Defenders employs attorneys that are licensed to practice in Utah.
- C. The City is in need of indigent criminal defense services.
- D. The parties desire to enter into a service contract for indigent criminal defense services and to assist eligible clients in addressing substance abuse and mental health issues.
- E. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

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

I. **Scope of Services to be Provided.** Legal Defenders agree to furnish and provide for the defense with respect to criminal violations of Utah State law, Salt Lake County ordinances, City ordinances and matters initiated by the City, or its authorized agents, of an indigent upon a determination of indigence and as appointed by the Salt Lake County Justice Court, Third District Court, Utah Court of Appeals, or the Supreme Court of Utah ("**Court**" and such services collectively "**Legal Services**") during the term of this Agreement. Legal Services shall include, but not limited to, appearing and representing criminal defendants at all appropriate meetings, hearings, etc., including, but not be limited to, pretrial conferences order to show cause hearings, and bench and jury trials. Legal Defenders shall be responsible to cover costs to serve subpoenas or other pleadings, the cost of investigations, expert witnesses, and transcription costs. Legal Services provided by Legal Defenders shall at all times be subject to applicable laws, rules and regulations, including without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court. Legal Defenders shall immediately notify the City of the final adjudication by the Utah State Bar of any violation of the Rules of Professional Conduct by Legal Defenders or anyone associated with or performing legal services through Legal Defenders.

2. **Fees for Legal Services.** City shall pay Legal Defenders a fixed amount of \$112,558 for Legal Services ("**Contract Price**"). If Legal Services are anticipated to exceed the Contract Price, then Legal Defenders shall not incur expenditures that exceed the Contract Price without the written consent of the City. City shall pay Legal Defenders one-fourth of the

Contract Price quarterly. City shall remit payment to Legal Defenders 275 East 200 South, Salt Lake City, Utah 84111, no later than thirty (30) days after the end of the quarter.

3. **Term.** This Agreement shall be effective as of the date hereof and shall terminate on June 30, 2023, provided, however, upon the consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be renewed for successive one(1)-year terms.

4. **Assignment and Delegation.** The Legal Defenders will not assign or delegate the performance of their duties under this Agreement without the prior written approval of the City.

5. **Employment Status.**

a. **Official Status.** The Legal Defenders shall have complete control and discretion over all personnel providing Legal Services.

b. **Salary and Wages.** The City shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Legal Services.

c. **Employment Benefits.** All personnel providing Legal Services are and shall remain employees of the Legal Defenders. All personnel providing Legal Services shall have no right to any City pension, civil service or any other City benefits pursuant to this Agreement or otherwise.

6. **Alcohol and Drug-Free Work Place.** All personnel during such time that they provide Legal Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Legal Services. Further, all personnel during such time that they provide Legal Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of Utah Code Ann. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of Utah Code Ann. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

7. **Progress Reports.** Legal Defenders shall as requested from time to time by City submit periodic progress reports to the City, attend quarterly accountability meetings with City representatives City, submit an annual report regarding Legal Services in such form that contains such information as the City may require, and attend City Council meeting as requested by City to answer questions about the report and Legal Services in general.

8. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other party.

9. **Insurance.** Legal Defenders shall obtain Workers Compensation and employer liability insurance in a statutory amount. The Legal Defenders shall furnish the City certificates

of insurance evidencing the insurance requirements herein. Certificates of insurance shall contain the provision that at least 30 days prior written notice will be given to the City in the event of cancellation, reduction or renewal of the insurance.

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

City: Mayor Jeff Silvestrini
3330 S. 1300 E.
Millcreek, UT 84106

cc: John N. Brems
10717 Water Way
South Jordan, UT 84009

Legal
Defenders: 275 East 200 South
Salt Lake City, Utah 84111

11. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

12. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

13. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah including, but not limited to, the status verify system requirements for contractors of Utah Code Ann. § 630-12-302. Legal Defenders understands and agrees that this Agreement and related documents will be public documents, as provided in Utah Code Ann. § 630-2-101, et seq.

14. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

15. **Time.** Time is the essence hereof.

16. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

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

18. **Indemnity.** Legal Defenders shall defend, protect, indemnify, save, and hold harmless the City, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Independent Contractor providing Legal Services to the City. Nothing herein shall be construed to require Legal Defenders to indemnify the City against the City's own negligence.

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

20. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its mayor and attested by its recorder and delivered; and the Legal Defenders has caused the same to be signed and delivered.

MILLCREEK

By: _____
JEFF SILVESTRINI, Mayor

ATTEST:

Elyse Sullivan, City Recorder

APPROVED AS TO FORM:

John N. Brems, City Attorney

LEGAL DEFENDERS:

Richard P. Mauro, Director
Salt Lake Legal Defender Association

MILLCREEK, UTAH
RESOLUTION NO. 22-24

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR JUSTICE COURT PROSECUTION

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on July 26, 2022, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for justice court prosecution; and

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

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

WHEREAS, Millcreek needs justice court prosecution services, and the County has agreed to provide such services; and

WHEREAS, an 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 that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 22-24, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 26th day of July 2022.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor Pro Tempore Designee

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
SALT LAKE COUNTY
And
MILLCREEK
FOR JUSTICE COURT PROSECUTION SERVICES

THIS INTERLOCAL COOPERATION AGREEMENT (“*Agreement*”) is effective the ____ day of _____, 2022, by and between **SALT LAKE COUNTY** (“*County*”) on behalf of the Salt Lake County District Attorney’s Office, and **MILLCREEK** (“*City*”).

RECITALS:

- A. UTAH CODE ANN. §11-13-102 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.
- B. County and City are public agencies for purposes of the Act.
- C. City requires legal services to prosecute violations of state and local laws occurring within City’s jurisdiction and filed before the Salt Lake County Justice Court.
- D. County, through the Salt Lake County District Attorney’s Office, has the resources available to provide the legal services City requires.
- E. County and City have agreed to have the Salt Lake County District Attorney’s Office prosecute cases before the Salt Lake County Justice Court on behalf of City.
- H. The Parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

Section 1. **Scope of Work.** County, through the District Attorney’s Office, shall provide all legal services related to the prosecution of violations of state and local law occurring within City’s jurisdiction and filed in the Salt Lake County Justice Court including appeals of matters prosecuted by County.

Section 2. **Term.** The term of this Agreement shall be for three years to commence July 1, 2022 and expire on June 30, 2025. Thereafter, this agreement may be renewed for additional two year terms by a writing signed by both parties. Either party may terminate this Agreement at any time, with or without cause, by giving one hundred eighty days prior written notice to the other party. Such termination shall not be considered a breach of contract.

Section 3. **Contract Price.** The Contract Price shall be actual costs as determined by County with a cost cap of \$200,000.00 for the first year of the Agreement ending on June 30, 2023. The Contract Price's "actual costs" will represent the total expended by the District Attorney's office to provide prosecution services to City and not City's actual costs for prosecution services. Pursuant to Utah Code Section 78A-7-120, Disposition of Fines, a portion of fine and forfeiture revenues collected by justice courts must be remitted by those courts to the treasurer of the local government that provides prosecution services (Prosecution Revenue) and offsets actual costs for prosecution services. Prosecution Revenue is being recouped by City as an offset to the cost City pays for justice court services pursuant to a separate interlocal agreement between City and the Salt Lake County Justice Court.

If County services are going to exceed the cost cap, County shall not provide services or incur expenditures that exceed the cost cap without the written consent of City. For each additional year of this Agreement, County may adjust the Contract Price to reflect expected total actual costs for the upcoming year and shall transmit the Contract Price amount to City before June 30th of each year. If City desires to renew this Agreement for any succeeding period on the same terms and conditions as set forth in this Agreement, City shall notify County not later than ninety days before contract termination of its desire to renew this Agreement. Within thirty days of receipt of such notice, County shall notify City in writing of its intent to accept such renewal. The governing bodies of County and City may then grant final approval of such renewal.

Section 4. **Remittance.** County shall bill City for each yearly term of this Agreement in twelve monthly increments, each representing County's actual monthly costs, when such costs are calculated by County. City shall remit payment to the Salt Lake County District Attorney's Office, 35 East 500 South, Salt Lake City, Utah 84111, no later than thirty days from date of County's invoice. If any payment is not remitted to the County within thirty days of payment due date (or sixty days from date of invoice), the County shall be entitled to recover interest thereon at the rate of eighteen percent (18%) per annum, beginning on the date the remittance was due and payable.

Section 5. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

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

5.2. **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 County's District Attorney or designee and the City's Mayor or designee. The County District Attorney and City's Mayor may, by mutual agreement, develop another process in place of a Joint Board to administer this Agreement.

5.3. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.

5.4. 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.

5.5. 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.

Section 6. **General Provisions.** The following provisions are also integral parts of this Agreement:

6.1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

6.2. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

6.3. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

6.4. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

6.5. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

6.6. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

6.7. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

6.8. Time of Essence. Time is the essence in this Agreement.

6.9. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

6.10. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

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

6.12. Governmental Immunity. Both 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 and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

6.13. Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its Mayor or designee and attested by its City Recorder; and the County caused this Agreement to be signed by its Mayor or designee.

SALT LAKE COUNTY

By: _____
Mayor Jennifer Wilson or Designee

ATTEST:

MILLCREEK

City Recorder

By: _____
Mayor Jeff Silvestrini or Designee

Date signed _____

Date signed _____

Approved As To Form and Legality:

For Salt Lake County Date

For Millcreek Date

MILLCREEK, UTAH
RESOLUTION NO. 22-25

A RESOLUTION ACCEPTING THE FY23 ARTS & MUSEUMS PROJECT GRANT THAT REQUIRES A MATCH IN THE AMOUNT OF \$6,000, AND APPROVING THE MATCH REQUIREMENT TO BE PAID FROM THE GENERAL FUND, AND APPROVING THE AGREEMENT WITH THE STATE OF UTAH, UTAH DEPARTMENT OF CULTURAL AND COMMUNITY ENGAGEMENT AGENCY

WHEREAS, the Millcreek Council (“Council”) met in regular session on July 26, 2022, to consider, among other things, a resolution accepting the FY23 Arts & Museums Project Grant that requires a match in the amount of \$6,000 and approving the match requirement to be paid from the General Fund, and approving the agreement with the State of Utah, Utah Department of Cultural and Community Engagement Agency; and

WHEREAS, Millcreek applied for the FY23 Arts & Museums Project Grant in the amount of \$6,000 to assist in painting the black scrim around Millcreek Common, and

WHEREAS, the FY23 Arts & Museums Project Grant requires a one-to-one match of \$6,000; and

WHEREAS, the Council authorizes the \$6,000 match to be paid from the General Fund; and

WHEREAS, a grant agreement (“Agreement”) between Millcreek and the State of Utah, Utah Department of Cultural and Community Engagement Agency regarding the FY23 Arts & Museums Project Grant has been presented to the Council for review and approval; and

WHEREAS, the Council finds that it is in the best interest of the city to accept the FY23 Arts & Museums Project Grant, and approve the match requirement to be paid out of the General Fund, and approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby accepts the FY23 Arts & Museums Project Grant, and approves the match to be paid from the General Fund, and the Agreement, and the Mayor and Recorder are hereby authorized and directed to execute the Agreement and make sure such minor changes and recommendations as they deem necessary and deliver the Agreement on behalf of Millcreek.

This Resolution, assigned No. 22-25, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council this 26 day of July, 2022.

MILLCREEK

By: _____

Cheri Jackson, Mayor Pro Tempore Designee

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

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



STATE OF UTAH - GRANT AGREEMENT

1. PARTIES: This grant is between the following agency of the State of Utah:
Department Name: Utah Dept of Cultural and Community Engagement Agency Code: 710
Division Name: Arts and Museums, referred to as (STATE), and the following GRANTEE:

Millcreek City
DBA:

Name
3330 South 1300 East
Address
Millcreek UT UT 84106
City State Zip

LEGAL STATUS OF GRANTEE

- Sole Proprietor
Non-Profit Corporation
For-Profit Corporation
Partnership
Government Agency

Contact Person Josie Showalter
Phone #(801) 214-2761
Email jshowalter@millcreek.us
Federal Tax ID# 81-4189711
Vendor # VC217491 Commodity Code #99999

- 2. GENERAL PURPOSE OF GRANT: This grant is to be used for project activities as outlined in the FY23 Arts & Museums grant application and approved by the Utah Arts & Museums board.
3. GRANT PERIOD: Effective Date: 07/01/22 Termination Date: 06/30/23 unless terminated early or extended in accordance with the terms and conditions of this grant. Renewal options (if any): None. All payments under this grant will be completed within 90 days after the Termination Date.
4. GRANT COSTS: GRANTEE will be paid a maximum of \$6000 for costs authorized by this grant. Additional information regarding costs:
5. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Payment Schedule
ATTACHMENT D: Utah Division of Arts & Museums Certification and Statement of Assurances
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the services authorized by this grant.

IN WITNESS WHEREOF, the parties sign and cause this grant to be executed.

GRANTEE

STATE

Jeff Silvestrini

Natalie Petersen

Grantee's signature

7/11/2022
Date

Agency's signature

7/14/2022
Date

Mayor

Type or Print Name and Title

PROCESSED BY FINANCE

Director, Division of Finance

Attachment A: Standard Terms and Conditions for Grants (Government)

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Contract”** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **“Contract Signature Page(s)”** means the cover page(s) that the State and Grantee sign.
 - c. **“Grantee”** means the individual or entity which is the recipient of grant money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
 - e. **“State”** means the State of Utah’s Cultural and Community Engagement Department and the Division of Arts & Museums.
 - f. **“Grant Money”** means money provided by the State to a Grantee.
 - g. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee’s manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to the State accounting for all Grant Money received by the Grantee as required by the terms of the grant or, if not expressly provided, the following accounting:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money
 - b. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.

5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee’s performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee’s use of the Grant Money is appropriate and has been properly reported.

6. **CONFLICT OF INTEREST:** The reviewers of the grant application comply with the State’s conflict of interest policy. Board members and State staff are subject to the Utah Public Officers’ and Employees’ Ethics Act, Utah Code, § 67-16.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **PUBLIC INFORMATION:** Grantee agrees this Contract and invoices are public documents, and may be available for distribution in accordance with the Utah Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
13. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.

16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.
- Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
18. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
19. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
20. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
21. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
22. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: July 2022)

**STATE OF UTAH
(Government Version)
Attachment B**

Organization: Millcreek City

Attachment B: Scope of Work

This grant is to be used for project activities as outlined in the FY23 Arts & Museums application and as approved by the Utah Arts Advisory Board & Utah Museums Advisory Board.

**STATE OF UTAH
(Government Version)
Attachment C**

Attachment C: Payment Schedule (July 1, 2022 – June 30, 2023)

Your total funding is **\$6000**.

- Your award will be mailed to you after the receipt of your signed contract materials via the electronic CongaSign system.
- Evaluative reports must be filed each year for all Grantees. Failure to do so will result in ineligibility to receive future funding until reporting is completed. Grantee understands that current and future funds may be withheld due to an inadequate, incomplete, or non-submitted evaluative report. Grantees must complete the final report following the performance, but no later than August 1, 2023.
- Grantees will receive one payment for the full amount upon receipt of your signed contract.

STATE OF UTAH
(Government Version)

Attachment D
UTAH DIVISION OF ARTS & MUSEUMS
CERTIFICATION AND STATEMENT OF ASSURANCES

The Utah Division of Arts & Museums (UA&M) is a state agency involved in public funding for arts and museums. As a public entity, it reserves the right to make final decisions on the use of public funds for projects, programs, acquisitions, commissions, or other activities deemed appropriate by the Division and/or Board. Funding from the State of Utah may not be used for anything that would be considered objectionable or obscene under Utah Code Section 32B-1-504.

UA&M reserves the right to revoke awarded public funds (current, multi-year, and/or future) as deemed necessary. The revocation of any public funds will be taken under consideration by the appropriate state board.

The applicant certifies, represents and warrants to the Utah Division of Arts & Museums that it meets all eligibility requirements set forth by the Utah Division of Arts & Museums, hereinafter referred to as Utah Arts & Museums:

1. The information contained herein and in all attachments and supporting material is true and correct; the filing of the application has been duly authorized by the governing body of the applicant, and the undersigned has authority to execute this application on behalf of the Grantee.
2. The applicant accepts in advance any grant awarded by Utah Arts & Museums, agreeing: a) that any funds received as a result of the application will be expended solely for the described projects and programs, in accordance with Attachment A: Standard Term and Conditions for Grants; b) to such other restrictions, conditions, and changes as Utah Arts & Museums may impose, unless the applicant objects within 30 days of mailing the award letter setting forth the terms of the grant in writing.
3. The grant cannot be assigned to a different project or transferred without prior written approval of Utah Arts & Museums.
4. The financial accounts shall be subject to reporting and/or audit by appropriate agencies of the State of Utah and/or the Federal Government. The Grantee will be responsible for the safekeeping and identification of records maintained to account for funds awarded herein. Said records must be kept in the Grantee's files for a period of six years after completion of the project and submission of the final expenditure report.
5. Recipient agrees to acknowledge the Utah Division of Arts & Museums in writing and orally, including acknowledging the gift as follows:
 - a. **For Arts Organizations**: Credit must be given to Utah Arts & Museums and the National Endowment for the Arts in brochures, verbally in public settings, in news releases, programs, publications, banners, other printed materials or internet/web page recognition. Grantees must use the Utah Arts & Museums and National Endowment for the Arts logos. Narrative or audio credit may be used as follows: "This project is supported in part by Utah Arts & Museums, with funding from the State of Utah and the National Endowment for the Arts." Failure to credit Utah Arts & Museums or the NEA can result in ineligibility for future funding. Up to date electronic

versions of the logos can be found on the website, artsandmuseums.utah.gov. The correct



Funded by
Utah Legislature



Utah Division of
Arts & Museums

UA&M logo is this one:

- b. It is recommended, but not required to send copies of programs or other printed material acknowledging Utah Arts and Museums to the grants manager at 3760 South Highland Drive, Millcreek, Utah 84106 or uamgrants@utah.gov.
 - c. It is acceptable to provide tickets to any non-fundraising event that has a monetary value of \$50 or less, without charge and within reason, as a way for staff and board to better review and evaluate the Grantee's organization and programs. Grantees may request site visits by the State Utah Arts & Museums staff during the year.
6. All Grantees agree to promote their events on www.nowplayingutah.com (NPU). This arts and culture calendar was created to benefit Utah's arts and cultural community and individuals interested in attending artistic and cultural events. Grantees need to post their event information to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc. Exceptions are made for K-12 schools and organizations providing services to at-risk individuals.
 7. It is mutually agreed that all parties shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973; and Title IX.
 8. The Grant Period will be effective July 1, 2022-June 30, 2023. These dates will be considered the formal payment schedule. All final reports and evaluations must be returned as outlined in Attachment C.
 9. All Grantees will agree to write and submit letters of appreciation to their State Legislators. A copy of the letters must be submitted with your final evaluation report showing evidence of what this State funding did to support arts or museums in your district or the community at large.
 10. The Grantee hereby assures and certifies that it will comply with state and federal statutes, regulations, policies, guidelines, and requirements if they are a nonprofit entity and specifically, UCA §51-2a-102(6)(f) and UCA §51-2a-201.5.
 11. The Grantee hereby assures and certifies that it will comply with state statute on reporting and expenditure of public funds. These requirements are fulfilled by the completion of the Utah Arts & Museums Final Report.

Signature:

 *Jeff Silvestrini*

Grantee Signature

Date of Application: 7/11/2022 12:27:26 PM (Last Modified Date)

Application #: APP-019376 (Letter of Agreement)



**Minutes of the
Millcreek City Council
July 11, 2022
5:30 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 July 11, 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 (electronic)
Silvia Catten, District 1
Thom DeSirant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4

City Staff

John Brems, City Attorney
Elyse Sullivan, City Recorder
Mike Winder, City Manager
Francis Lilly, Asst. City Manager
Rita Lund, Communications Director
John Miller, Public Works Director (electronic)
Andrew Clark, Emergency Manager
Carlos Estudillo, Planner
Brad Sanderson, Current Planning Manager
Aimee McConkie, Millcreek Common Director
Rachel Nasse, Community Life Events Manager

Attendees: Rick Hansen, Jon O'Neal, Chief Steve DeBry, Allie Platt

WORK MEETING – 5:30 p.m.

TIME COMMENCED – 5:32 p.m.

Mayor Silvestrini called the work meeting to order.

Allie Platt was not initially present, so the Council moved to item 2.

2. Millcreek Common Rental Discussion; Community Life Events – Millcreek Common Team

Mayor Silvestrini said during the prior week he received a request to rent the Adventure Hub. The city could give permission for third parties to use the space which could be revoked at any time. The council had contemplated renting out the community room in city hall and spaces at Millcreek Common. He said it raised the question about what portions could be rented. There should be a city policy. The Common was built with taxpayer dollars as a public facility, and the city has invited the public to use it between the hours of 10 am and 10 pm. He said he did not have a problem renting the community room or Adventure Hub. He wanted the city to be mindful about how and when to do rentals.

Mike Winder said the license and rental fees were already in the city's fee schedule. He felt that Millcreek Common should be self sufficient but also be a community space. He was not seeking an immediate decision from the council on the matter.

Rachel Nasse said organizations were already set to rent out the conference room and sundeck of the Adventure Hub. Winder said the conference room pricing was \$800 for 4 hours. He said the daytime use could be for rentals, but the public expected the evenings to be available. Aimee McConkie said the off times could be used as rentals. She felt the city hall community room would be used in the evenings in combination with the plaza. Mayor Silvestrini asked if Herriman or Bountiful rented their skate loops out. Council Member Jackson asked if rental of the Adventure Hub and sundeck would be in conjunction with the skate loop. Council Member Uipi wondered about scheduling the reservations out, so it was not overwhelming for staff. Nasse suggested that city events would take priority over private events. Winder said the council needed to decide whether to rent or not rent, then control what groups rented it. Brems said once it was open for rentals, there would need to be a rational basis to exclude someone. Mayor Silvestrini was concerned about messaging to the public of the loop being open if it was possibly rented out to a private party. He suggested rentals be available for the Adventure Hub and the skating loop would be open to the public. He felt the public should be able to access it during prime hours.

Council Member Catten thought rentals should happen, especially in the off hours. She suggested creating an offset pricing for community groups or residents, or preference to resident reservations. Winder recommended not renting out the skate loop after 5 p.m. The Council agreed. Private parties could rent the loop during the day. Mayor Silvestrini noted that a lot of other similar facilities charged fees. Nasse said the loop had a certain capacity, about 250 skaters at one time, so if a private group came in addition to the public, it could be an issue. Council Member Catten said when renting, the numbers should be rsvp'd in advance. Council Member Uipi said there could be a set capacity for the rental. Winder said McConkie would give quarterly reports to the council. He reported that staff had received positive feedback from use on the plaza.

1. ZM-22-009, Calla Homes Phase II Discussion; Allie Platt, Lotus Company

Allie Platt said she was working on a project zoned C-2 at the Fats Cats location. There were different requirements in the C-2 zone when Lotus developed the neighboring site. She said Fats Cats was not doing well. They were seeking to rezone a portion of that property. They would have commercial/restaurant and live/work units on 900 E. and the rest of the site they would rezone to RM for townhomes. She asked the council if there were concerns with the project before they went through the approval process. Mayor Silvestrini asked if the units would be owner-occupied. Platt said they would be rentals. Mayor Silvestrini asked about restricting some units for affordability. Platt said she would look into it. Mayor Silvestrini praised the consolidated green space in the newest proposal for the site. Council Member Jackson asked about the commercial space requirements. Brad Sanderson said in the C-2 Zone, a substantial amount of commercial space must be preserved, at least an acre. The site was three acres. He noted midblock commercial was being redeveloped in other areas of the city. Council Member DeSirant asked about the commercial being a grocery store. Lilly said the commercial space, about 3,000 square feet, would be well suited for a restaurant. Council Member DeSirant

requested the units be individually platted. Mayor Silvestrini suggested a certain number of units being owner-occupied. He wanted some owner-occupancy and affordable housing components.

Francis Lilly said the General Plan designated the property as employment/office and that may not be the best designation long-term. This could lead to a broader discussion about conceptual issues with code implementation. He felt there was opportunity for some commercial on the site. Council Member Jackson noted that Stella's Grill down the street did not have sufficient parking and any commercial at this location should have enough parking. Council Member Catten said people were mad at the neighborhood meeting though it fit with the neighborhood. Mayor Silvestrini noted this proposal was not driving Fat Cats out of business, that was a decision that they had already made. He requested creativity to make the housing affordable. He liked the live/work units along 900 E. Council Member Jackson noted in the current rendering, there was not enough commercial parking. Council Member Catten asked about the bedroom count because lower bedroom units would not have families, so a playground as proposed would not be used. Sanderson noted that each unit would have two car garages.

3. Planning Matters First Readings:

a. ZT-22-004, Amendments to Chapter 19.86 of the Millcreek Code to the Powers and Duties of the Historic Preservation Commission; Francis Lilly, Planning & Zoning Director

Francis Lilly said his goal was to get Millcreek designated as a Certified Local Government (CLG) with the State Historic Preservation Office. In order to do so, among other things, the ordinance regarding the powers and duties of the Historic Preservation Commission needed to be updated to include the following duty, "Support the enforcement of all state and local legislation relating to historic preservation." When the code was updated, the city would be qualified and could apply to be a CLG. CLGs could unlock tax credits and low interest loan facilities offered by the state and federal government for historic preservation. All four community councils and the Planning Commission recommended approval of the text amendment. He reported that the Historic Preservation Commission had had a good couple of meetings. They were currently doing strategic planning and site identification.

b. ZM-22-008, Rezone Request from R-1-8 to R-1-6 to Accommodate a Flag Lot at 3209 S. Orchard Street; Carlos Estudillo, Planner

Carlos Estudillo said the flag lot would have a shared private access on 3209 S. Orchard Street with the intent of having two single family houses. The property had two structures, one of which had been condemned and since demolished. The existing structure would be remodeled, and a new one house would be constructed. The lot consisted of 17,435 square feet. The flag lot policy required a minimum lot size of 20,000 in the R-1-8 zone but the R-1-6 zone only required 15,000 square feet. He showed a picture of the current property and the proposed site plan. The General Plan designated the property as Neighborhood 1, and it would remain the same. There was positive feedback at the neighborhood meeting. The Canyon Rim Citizens Association, East Mill Creek Community Council, Millcreek Community Council, and Planning Commission recommended approval. Council Member Jackson acknowledged that the application went to multiple community council because of its proximity to the boundaries of each. Estudillo reviewed the planning staff findings and conclusions, which in sum, said that rezoning the property would accommodate a flag lot, two homes would blend with the existing neighborhood character, the proposed lot sizes would comply with the flag lot policy, the application supported the General Plan, and adding a new sidewalk on Orchard would increase pedestrian infrastructure and connectivity. Staff did not recommend a development agreement or

conditions. Brems said the property had been a nuisance and there were liens against it that should get paid before the rezone got approved, so that should be a condition of approval.

Applicant - Jon O’Neal, 4050 S. 1500 E., said the liens had been paid. He bought the property in April 2022 and was trying to restore the old home.

4. Staff Reports

Winder said John Miller would update the Council on public works projects via email, including rebidding the Skyline roundabout project to be able to be constructed during the school year. Winder said he received a letter from an alteration shop that was affected by a fire on Miller Avenue. They were upset because they had not yet received their insurance money. He said he would draft a response letter. Mayor Silvestrini noted it was a private matter, not one for the city. Winder passed out a timeline on the property tax increase and municipal energy sales and use tax communications through the end of the year, which he then reviewed. Council Member Jackson asked about notice for the municipal energy sales and use tax townhall. Rita Lund said it would be on social media and the electronic newsletter. Council Member Jackson said that would not get to the older residents and there needed to be something else. Winder said there could be a postcard mailer in September. Mayor Silvestrini said he had received comments about the issue and asked that any others be recirculated among the council. Winder said the townhall would be at city hall and streamed. Council Member Jackson wondered if the supplemental funding the city would provide for this fiscal year from the General Fund was communicated as a one-time effort. Winder noted that it could be emphasized.

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

There were none.

Council Member Uipi moved to adjourn the work meeting at 6:52 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.

TIME COMMENCED: 7:04 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

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

1.2 Public Comment

There was no comment.

2. Planning Matters

2.1 Discussion and Consideration of Resolution 22-20, Approving Appointments to the Planning Commission

Mayor Silvestrini said there were two open seats on the Commission. An interview committee which consisted of him, Planning Commission Chair Shawn LaMar, Council

Member Jackson, and Francis Lilly interviewed multiple candidates. Lilly said David Hulsberg was an architect and Nils Per Lofgren was a real estate and land use law attorney. The interview committee nominations for the two were unanimous. The third was the reappointment of the current Commissioner, Christian Larsen. Council Member Jackson said she was impressed by all the candidates and the community was fortunate to have willing and talented volunteers. Mayor Silvestrini said there may be another off-term vacancy in the near future and the city would retain applications from the other candidates to fill that.

Council Member Catten moved to approve Resolution 22-20, Approving Appointments to the Planning Commission. Council Member Uipi seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3. Business Matters

3.1 Discussion and Consideration of Resolution 22-21, Approving an Interlocal Cooperative Agreement with City of Holladay for Utility Boxes and Covers and Installation of Concrete Collars on Murray Holladay Road

John Miller said Murray Holladay Road was recently paved. Millcreek owned 67% of the repaved surface and Holladay owned the rest. The county did not have a contract to do the collars as part of the project. The collars would go around the utility lids to prevent noise from cars driving over them.

Council Member Jackson moved to adopt Resolution 22-21, Approving an Interlocal Cooperative Agreement with City of Holladay for Utility Boxes and Covers and Installation of Concrete Collars on Murray Holladay Road. Council Member DeSirant seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.2 Discussion and Consideration of Ordinance 22-33, Amending Title 13 Parks and Recreation by Adding a Definition for Plaza

Mike Winder said it was important to designate Millcreek Common as a plaza instead of a park for applicability with numerous state laws.

Council Member Uipi moved to approve item 3.2. Council Member DeSirant seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.3 Discussion and Consideration of Ordinance 22-34, Amending Title 15 Chapter 32 of the Millcreek Code of Ordinances Entitled Fit Premises Adding Additional Safety Requirements

John Brems said there was a requirement for a fire extinguisher and carbon monoxide detector in rental license applications, but it was not backed in code. This would add the code component. He noted that he had changed the second amendment to read, "Provide, install, and maintain carbon monoxide detectors as required by code;" instead of what was provided on the ordinance in the council meeting packet.

Council Member Jackson moved to approve item 3.3 as amended. Council Member Uipi seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

3.4 Discussion and Consideration of Resolution 22-22, 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

Mayor Silvestrini said this was something the county required annually.

Council Member Uipi moved to approve item 3.4. Council Member DeSirant seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

4. Reports

4.1 Mayor's Report

Mayor Silvestrini said he would like to have a closed meeting for pending litigation reasons. He reported that the 4th of July event was successful. He noted that there was a new director of Public Works with Salt Lake County. The Community Renewable Energy Board met, and they were in the process of paying the State Public Service Commission to review the application with Rocky Mountain Power. The council would be presented with a form ordinance this fall and the rate making would be done the following year. He was working with the State on an effort in figuring out a way to spend the money the Legislature appropriated to conduct a statewide discussion on growth and working on ways to educate and solicit feedback from the public.

Mayor Silvestrini said he was visited by a representative of South Valley Mosquito Abatement District about the small pond in his yard. Lund acknowledged that she would add something about mosquito abatement in an e-newsletter.

4.2 City Council Member Reports

Council Member DeSirant enjoyed the 4th of July parade. The council thanked Maquel Reginek, Millcreek staff, for supplying their wagon with candy.

4.3 Staff Reports

5. Consent Agenda

5.1 Approval of June 13, 2022 Work Meeting and Regular Meeting Minutes

5.2 Approval of June 27, 2022 Work Meeting and Regular Meeting Minutes

Council Member Uipi moved to approve item 5.1 and 5.2. Council Member Jackson seconded. Mayor Silvestrini called for the vote. All Council Members voted yes. The motion passed unanimously.

6. New Items for Subsequent Consideration

Council Member DeSirant asked about a date for the council retreat update. Council Member Catten recommended in September.

7. Calendar of Upcoming Events

- Planning Commission Mtg., 7/20/22, 6:30 p.m.
- City Council Mtg., 7/26/22, 7:00 p.m.

Mayor Silvestrini said he would not be present for the July 26th meeting. Council Member DeSirant said he would not be available for the August 22nd meeting. Winder reminded the Council about a joint meeting with the Planning Commission on July 20th at 5:00 p.m.

Lund said the Millcreek Community Council meeting had to be cancelled the prior week due to the power outage and it would be held the following day.

Council Member Jackson moved to go into a closed meeting per Utah Code Ann. §52-4-205 (c) strategy sessions to discuss pending or reasonably imminent litigation at 7:30 p.m. Council Member Uipi seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

Council Member DeSirant moved to go back into the open meeting at 7:44 p.m. Council Member Jackson seconded. The Recorder called for the vote. All Council Members voted yes. The motion passed unanimously.

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 7:45 p.m. Council Member DeSirant 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