

## 1. Millcreek Community Foundation Meeting (PDF)

Millcreek City Council, Millcreek Community Foundation, & Millcreek Community Reinvestment Agency Meeting Agenda

Public Notice is hereby given that the City Council of Millcreek will assemble in a regular public meeting on Monday, 10 July 2023 at City Hall, 3330 S. 1300 E., Millcreek, Utah 84106, commencing at 7:00 p.m. The Millcreek Community Foundation will assemble in a regular public meeting and will commence when the City Council has concluded the Council meeting. The Community Reinvestment Agency of Millcreek will also assemble in a regular public meeting and will commence when the Millcreek Community Foundation meeting has concluded.

7:00 p.m. - REGULAR MEETING:

### 1. Welcome, Introduction and Preliminary Matters

#### 1.1 Pledge of Allegiance

#### 1.2 Public Comment

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

### 2. Financial Matters

2.1 Establish a Time and Place for a Public Hearing to Change Elective Officers' Compensation (City Council and Mayor) - July 25, 2023 at Approximately 7:00 p.m.

### 3. Business Matters

3.1 Discussion and Consideration of Ordinance 23- 27, Amending Chapter 3.48 of the Millcreek Code of Ordinances Regarding Planning and Engineering Fees

### 4. Reports

#### 4.1 Mayor's Report

#### 4.2 City Council Member Reports

#### 4.3 Staff Reports

#### 5. Consent Agenda

##### 5.1 Approval of June 12, 2023 Work Meeting and Regular Meeting Minutes

#### 6. New Items for Subsequent Consideration

#### 7. Calendar of Upcoming Events

- Historic Preservation Commission Mtg. 7/13/23 6:00 p.m.
- Planning Commission Mtg. 7/19/23 5:00 p.m.
- City Council Mtg. 7/25/23 7:00 p.m.

#### 8. Closed Session (If Needed)

The Council may convene in a closed session to discuss items as provided by **Utah Code Ann. §52-4-205**.

#### 9. Adjournment

#### **Millcreek Community Foundation Convening**

1. Discussion and Consideration of Approval of Paver Management Agreement with Millcreek
2. Adjournment

#### Community Reinvestment Agency Convening

1. Olympus Hills Community Reinvestment Area Budget Revision Discussion;  
**Mike Winder, Staff**
2. Approval of June 26, 2023 Meeting Minutes
3. Adjournment

In accordance with the Americans with Disabilities Act, Millcreek will make reasonable accommodation for participation in the meeting. Individuals may request assistance by contacting the ADA Coordinator, 801-214-2751 or [ADAINFO@MILLCREEK.US](mailto:ADAINFO@MILLCREEK.US), at least 48 hours in advance of the meeting.

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

[HTTPS://MILLCREEK.US/FORMCENTER/CONTACT-US-5/PUBLIC-COMMENTS-61](https://MILLCREEK.US/FORMCENTER/CONTACT-US-5/PUBLIC-COMMENTS-61).

The meetings will be live streamed via the City's website at:

[HTTPS://MILLCREEK.US/373/MEETING-LIVE-STREAM](https://MILLCREEK.US/373/MEETING-LIVE-STREAM). The Council may convene in an electronic meeting. Council members may participate from remote locations and may be connected to the electronic meeting by GoToMeeting, Zoom, or telephonic communications. The anchor location will be City Hall.

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

City Offices City Website Utah Public Notice Website

Those Listed on the Agenda [HTTP://MILLCREEK.US](http://MILLCREEK.US)

[HTTP://PMN.UTAH.GOV](http://PMN.UTAH.GOV)

DATE: July 5, 2023

CITY RECORDER: Elyse Sullivan

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

Documents:

[CC CRA AND MCF 7-10-23 AGENDA.PDF](#)  
[PAVER MANAGEMENT AGREEMENT.PDF](#)



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DATE: July 5, 2023

CITY RECORDER: Elyse Sullivan

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# Paver Management Agreement

**THIS PAVER MANAGEMENT AGREEMENT** (“Agreement”) is made effective this \_\_\_ day of \_\_\_\_\_, 2023, by and between **MILLCREEK COMMUNITY FOUNDATION**, a Utah nonprofit corporation (“Foundation”), and **MILLCREEK**, a Utah municipal corporation (“City”). Foundation and City may each be referred to herein individually as a “Party” and jointly as the “Parties.”

## RECITALS

WHEREAS, City has developed a winter and summer recreational facility known as Millcreek Common and is constructing a new City Hall adjacent to Millcreek Common that includes a plaza (“Plaza”); and

WHEREAS, City desires to implement an engraved brick paver (“Pavers”) program (“Program”) as part of the Plaza development; and

WHEREAS, the Foundation has agreed to manage the Program on the terms and conditions set forth in this Agreement; and

WHEREAS, the City and Foundation desires to formally outline the Program, for the purposes and on the terms and conditions set forth in this Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Program**. The Foundation shall implement the Program by, among other things, solicit participation and donations (in an amount determined by the Foundation and referred to as “Funds”) for the Pavers and the Program, collect and account for funds received from donors for the Program, arrange for the engraving, and generally manage the Program. The City shall arrange for installation of the Paver as part of the development of the Plaza.

Section 2. **Funds**. The Foundation shall use the Funds to pay for engraving the Pavers and all remaining Funds shall be used to acquire physical public art projects (“Art”). The Foundation will only acquire Art that has been approved by the City or its designee, and will donate the Art and any related copyright to the City.

Section 3. **Use Restriction Art/Pavers**. The Art shall be used by the City for display on Millcreek Common or in the new city hall or such other places as the City deems appropriate and will store the Art when the Art is not being used. The City in its sole and absolute discretion may destroy or decommission the Art. The Paver may or may not be maintained in perpetuity by

the City and the City has no obligation to replace or repair any damaged or broken Pavers. Notwithstanding the permanent nature of the Paver, the City maintains continuing control and authority over the Plaza and the Paver and reserves the right, in its sole discretion, to relocate, decommission, or entirely remove any and all of the Pavers. The City has no obligation to notify the Foundation or donors of removal, relocation, or decommissioning of Paver.

Section 3. **Duration and Termination.** This Agreement shall take effect upon execution and terminate \_\_\_\_\_.

Section 4. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

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

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

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

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

(f) **Cumulative Remedies.** The rights and remedies of the Parties 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.

(g) **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) **Time of Essence.** Time is of the essence in this Agreement.

(i) **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

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

(k) 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.

**IN WITNESS OF THIS AGREEMENT**, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder and delivered; and the Foundation, by resolution of its Board, caused this Agreement to be signed and delivered.

**MILLCREEK COMMUNITY FOUNDATION,**  
a Utah nonprofit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**MILLCREEK,** Utah municipality

By \_\_\_\_\_  
Mayor or Designee

**ATTEST:**

\_\_\_\_\_  
Millcreek City Recorder