

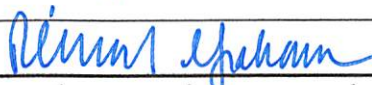
Mayor's Office: Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

| |
|--------------------------------------|
| Date Received (office use) |
|--------------------------------------|

| | |
|---|--|
| Date of Request | May 14, 2018 |
| Requesting Staff Member | Alison Weyher |
| Requested Council Date | Next available |
| Topic/Discussion Title | Interlocal Resolution for Millcreek Bond Assignments |
| Description | Resolution approving Interlocal Agreement between Salt Lake County and Millcreek City assigning bond agreements previously enforced by Salt Lake County to Millcreek City. |
| Requested Action¹ | Approve Resolution |
| Presenter(s) | Scott Baird, director Public Works and Municipal Services |
| Time Needed² | Five minutes |
| Time Sensitive³ | No |
| Specific Time(s)⁴ | no |
| Will You Be Providing a PowerPoint | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Will You Be Providing Back-Up Documentation or Handouts? <small>Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.</small> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No see attached |

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms. ² Assumed to be 10 minutes unless otherwise specified. ³ Urgency that the topic to scheduled on the requested date. ⁴ If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. _____, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
MILLCREEK FOR ASSIGNMENT OF IMPROVEMENT BOND
AGREEMENTS

WITNESSETH

WHEREAS, Salt Lake County ("County") and Millcreek ("City") are local governmental units and "public agencies" that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the "Interlocal Act"), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS County has entered into bond agreements with a number of developers for completion of improvements, hereafter referred to as "Bond Agreements";

WHEREAS, Millcreek incorporated as a city on or about January 1, 2017;

WHEREAS, the Bond Agreements are for projects within Millcreek's municipal boundaries;

WHEREAS, County provided planning and development services for Millcreek via contract from January 1, 2017 through on or about March 31, 2018, which included enforcing and administering the terms of the Bond Agreements;

WHEREAS, as of on or about March 31, 2018, Millcreek has been providing its own planning and development services, including the enforcement and administration of the terms of the Bond Agreements;

WHEREAS, the parties desire to enter into an Interlocal Assignment Agreement so that Millcreek can assume responsibility for the enforcement and administration of the Bond Agreements;

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Assignment and Assumption Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this _____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL:

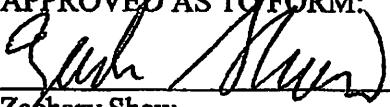
By: _____
Aimee Winder Newton, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Zachary Shaw
Deputy District Attorney

Date: 4-20-18

| | |
|---------------------------------|-------|
| Council Member Bradley voting | _____ |
| Council Member Bradshaw voting | _____ |
| Council Member Burdick voting | _____ |
| Council Member DeBry voting | _____ |
| Council Member Granato voting | _____ |
| Council Member Jensen voting | _____ |
| Council Member Newton voting | _____ |
| Council Member Snelgrove voting | _____ |
| Council Member Wilson voting | _____ |

EXHIBIT 1
INTERLOCAL AGREEMENT

This Interlocal Assignment and Assumption ("Assignment Agreement") is made and entered into on the ____ day of _____, 2018 ("Effective Date"), by and between Salt Lake County ("Assignor" or "County"), and Millcreek ("Assignee" or "Millcreek"), referred to jointly as "the Parties."

RECITALS

WHEREAS Assignor entered into bond agreements with a number of developers for completion of improvements (a list of which is attached hereto as Exhibit 1), hereafter referred to as "Bond Agreements"; and

WHEREAS, Millcreek incorporated as a city on or about January 1, 2017; and

WHEREAS, the Bond Agreements are for projects within Millcreek's municipal boundaries; and

WHEREAS, County provided planning and development services for Millcreek via contract from January 1, 2017 through on or about March 31, 2018, which included enforcing the terms of the Bond Agreements; and

WHEREAS, after on or about March 31, 2018, Millcreek will be providing its own planning and development services, including the enforcement of the terms of the Bond Agreements; and

WHEREAS, the Bond Agreements do not have provisions prohibiting assignment or requiring the County to obtain the consent of the parties to the Bond Agreements before assigning them; and

WHEREAS the Assignor wishes to assign its rights and delegate its duties and interests under the Bond Agreements to Assignee; and

WHEREAS the Assignee wishes to assume the rights, duties and interests of Assignor.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the Parties agree as follows:

1. Assignor hereby explicitly assigns and conveys all of its rights, delegate its duties and interests in and under the Bond Agreements to Assignee.
2. Assignee acknowledges that it has read and understood the Bond Agreements and hereby explicitly assumes, accepts and agrees to undertake all rights, duties and interests in and under the Bond Agreements under the same terms and conditions of Assignor.
3. The Parties agree to timely perform such duties and execute such further documents as reasonably necessary to transfer all rights and duties under the Bond Agreements; including, if necessary, the transfer from Assignor to Assignee of any files, documents, electronic information, or other information and documents.

4. Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) which Assignee may sustain or incur, arising out of, in connection with, or by reason of, Assignor's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Bond Agreements on or prior to the Effective Date.
5. Assignee hereby agrees to indemnify Assignor against, and hold Assignor harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) which Assignor may sustain or incur, arising out of, in connection with, or by reason of, Assignee's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Bond Agreements first accruing after the Effective Date.
6. This Assignment Agreement shall be governed by the laws of the State of Utah, and all actions, including but not limited to any court proceedings, administrative proceedings, arbitration or mediation, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.
7. This Assignment Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of the Assignment Agreement delivered by facsimile or e-mail attachment shall be deemed an original signed copy of this Assignment Agreement.
8. This Assignment Agreement represents the entire agreement between the Parties and there are no other agreements or understandings between any of the parties to this Assignment Agreement amending, waiving, or supplementing this Assignment Agreement.
9. In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:
 - (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;
 - (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;
 - (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act;
 - (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
 - (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the Mayors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any

real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed as of the date written above.

ASSIGNOR:

SALT LAKE COUNTY

By: _____
Mayor or Designee

Department Director Approval

Approved as to Form:

By:

Jack Shaw 12-20-18

Jack Shaw
Deputy District Attorney

MILLCREEK

By _____
Jeff Silvestrini, Mayor

ATTEST:

By _____
Elyse Greiner, CMC City Recorder

Approved as to Form and Legality:

By _____
John Brems,
City Attorney

EXHIBIT 1

**Millcreek
Cashier's Checks
Prior Year Up to
2018**

| | | | | | | |
|----------|--------------------|--|----|-----------|----|-----------|
| Existing | CU-21685-LS/4862 | Aspen Meadows, Phase 2 Canyon Flats Subdivision- | \$ | 67,425.00 | \$ | 67,425.00 |
| New-2017 | SUB-26234-R/6647 | Replacement | \$ | 2,065.00 | \$ | 2,065.00 |
| New-2017 | SUB-28051-L16/6695 | Lot 16, Enclave PUD | \$ | 5,893.70 | \$ | 5,893.70 |
| Existing | SUB-28705/6274 | Legend Lane Subdivision | \$ | 11,410.00 | \$ | 11,410.00 |
| New-2017 | SUB-28719-H/6720 | Millcreek Terrace | \$ | 37,878.50 | \$ | 37,878.50 |
| New-2017 | SUB-28719-LS/6721 | Millcreek Terrace - 6 Lot PUD | \$ | 46,781.22 | \$ | 46,781.22 |
| Existing | SUB-28746/6303 | Hawkes Subdivision | \$ | 2,700.00 | \$ | 2,700.00 |
| New-2017 | LU-28747-LS/6771 | 2 Triplexes (6 Units) | \$ | 57,187.09 | \$ | 57,187.09 |
| Existing | SUB-28882/6281 | Millcreek Commons | \$ | 11,055.00 | \$ | 11,055.00 |
| Existing | LU-28952-LS/6515 | Krishna Temple | \$ | 15,976.05 | \$ | 15,976.05 |
| Existing | LU-28952/6500 | Krishna Temple Addition | \$ | 2,162.00 | \$ | 2,162.00 |
| Existing | FCOZ-LU-28955/6543 | FCOZ SFD | \$ | 1,000.00 | \$ | 1,000.00 |
| Existing | SUB-28980/6282 | Mount Olympus Hills No.15 Amended | \$ | 2,065.00 | \$ | 2,065.00 |
| Existing | LU-28980-2/6286 | Amended | \$ | 4,130.00 | \$ | 4,130.00 |
| New-2017 | PUD-29081-LS/6774 | Canyon Hollow Subdivision PUD | \$ | 4,475.31 | \$ | 4,475.31 |
| Existing | LU-29127/6450 | Brickyard Christian Church | \$ | 20,795.00 | \$ | 20,795.00 |
| New | PUD-29186-104/6764 | Fisher Lane- Lot 104 | \$ | 6,210.53 | \$ | 6,210.53 |
| New-2017 | SUB-29229-R/6766 | Critchfield Subdivision- Replacement | \$ | 15,642.50 | \$ | 15,642.50 |
| Existing | LU-29596/6533 | First Utah Bank | \$ | 80,180.00 | \$ | 80,180.00 |
| Existing | LU-29596-LS/6534 | First Utah Bank | \$ | 50,937.27 | \$ | 50,937.27 |
| Existing | LU-29819/6604 | Country Lake Apartments Parking Lot | \$ | 15,272.50 | \$ | 15,272.50 |
| New-2017 | LU-30038/6674 | Craig Drive Subdivision Medical Office Site Plan | \$ | 3,715.00 | \$ | 3,715.00 |
| New-2017 | LU-30048-LS/6673 | Amendment | \$ | 6,864.90 | \$ | 6,864.90 |
| New-2017 | CU-30067/6671 | Dentist Office | \$ | 36,654.00 | \$ | 36,654.00 |
| New-2017 | SUB-30113/6770 | Millcreek Cascade Subdivision Goodrich Flooring Site Plan | \$ | 13,627.90 | \$ | 13,627.90 |
| New-2017 | LU-30165-LS/6675 | Amendment | \$ | 12,459.25 | \$ | 12,459.25 |
| New-2017 | LU-30165/6676 | Goodrich Flooring | \$ | 1,842.00 | \$ | 1,842.00 |
| New-2017 | LU-30168-LS/6692 | Hearthstone Dwelling Group Fresh Market Site Plan | \$ | 67,683.35 | \$ | 67,683.35 |
| New-2017 | LU-30270-LS/6665 | Amendment | \$ | 5,975.75 | \$ | 5,975.75 |
| New-2017 | SUB-30310/6769 | Crestbrook Lane Subdivision | \$ | 5,057.80 | \$ | 5,057.80 |
| New-2017 | BP-150818/6641 | Enclave PUD Lot #9 | \$ | 1,200.00 | \$ | 1,200.00 |
| Existing | BP-151194/6478 | Hampton View Ct. Lot 9 | \$ | 1,000.00 | \$ | 1,000.00 |
| Existing | BP-151217/6475 | Hampton View Lane Lot 17 | \$ | 1,000.00 | \$ | 1,000.00 |
| Existing | BP-160544/6627 | Wilson SFD | \$ | 1,200.00 | \$ | 1,200.00 |
| Existing | SUB-23693-R/6104 | Victoria Court Subdivision- Replacement | \$ | 6,930.00 | \$ | 6,930.00 |
| Existing | PUD-28468/6169 | PUD 32 Lots for 16 Duplexes Eye Institute of Utah Parking Lot | \$ | 17,290.00 | \$ | 15,561.00 |
| Existing | LU-28977/6293 | Expansion | \$ | 29,075.00 | \$ | 26,167.50 |
| Existing | SUB-29128/6409 | Legend Lane Phase 2 | \$ | 34,865.00 | \$ | 31,378.50 |
| Existing | SUB-29188/6364 | Mountcrest Heights Lot 7 Amended | \$ | 21,507.50 | \$ | 19,356.75 |

| | | | | | | | | | |
|--------------------------------------|--------------------|---------------------------------|----|------------|----|------------|----|------------|---|
| Existing | SUB-29043/6377 | Hale Stone Subdivision | \$ | 19,810.00 | \$ | 7,182.00 | \$ | 12,628.00 | |
| Existing | SUB-29081/6532 | Canyon Hollow | \$ | 53,880.00 | | | \$ | 53,880.00 | |
| Existing | SUB-29211/6502 | College Street Subdivision | \$ | 23,086.50 | \$ | 20,777.85 | \$ | 2,308.65 | 10% Released on 2/21/18 |
| Existing | SUB-29649/6539 | Kruger Subdivision Amended | \$ | 8,697.00 | | | \$ | 8,697.00 | |
| Existing | LU-29664/6589 | Millcreek Townhomes | \$ | 99,414.70 | | | \$ | 99,414.70 | |
| Existing | PUD-29664-LS/6560 | Millcreek Townhomes | \$ | 192,142.90 | | | \$ | 192,142.90 | |
| Existing | SUB-29800/6561 | Strasser Flag Lot | \$ | 12,504.00 | | | \$ | 12,504.00 | |
| Existing | LU-29904/6630 | Maintenance Building Expansion | \$ | 1,000.00 | | | \$ | 1,000.00 | |
| Existing | LU-30207/6645 | Prestige Auto Group | \$ | 32,385.00 | | | \$ | 32,385.00 | |
| Existing | LU-30207-LS/6646 | Motor Vehicle Sales | \$ | 4,502.15 | | | \$ | 4,502.15 | |
| Existing | LU-30209-LS/6667 | Autobody Shop | \$ | 12,230.70 | | | \$ | 12,230.70 | |
| Existing | LU-30209/6668 | United Auto Body and Paint | \$ | 17,420.00 | | | \$ | 17,420.00 | |
| Total: Millcreek Surety Bonds | | | | | | | | \$ | 566,310.78 |
| Millcreek Escrow Bonds | | | | | | | | | |
| Existing | SUB-28633/6290 | Millcreek Canyon Villas | \$ | 137,045.00 | | | \$ | - | |
| Existing | SUB-28633-LS/6291 | Millcreek Canyon Villas | \$ | 48,014.00 | \$ | 123,340.50 | \$ | 13,704.50 | |
| Existing | LU-28932/6470 | Olympus Hills Mall New Pad | \$ | 34,355.00 | | | \$ | 48,014.00 | |
| Existing | CU-28932-LS/6495 | Olympus Hills Pad | \$ | 5,997.75 | \$ | 30,919.50 | \$ | 3,435.50 | |
| Existing | CU-29009-LS/6556 | Brickyard Apartments | \$ | 77,355.90 | | | \$ | 599.78 | |
| Existing | CU-29009/6557 | Brickyard Apartments | \$ | 45,726.25 | \$ | 69,620.31 | \$ | 7,735.59 | |
| Existing | LU-29069-LS/6371 | Artesian Springs Phase I | \$ | 90,306.07 | \$ | 41,153.62 | \$ | 4,572.63 | |
| Existing | PUD-29069/6372 | Artesian Springs Phase I | \$ | 205,608.50 | | | \$ | 90,306.07 | |
| Existing | LU-29451-LS/6573 | Millbrook Lofts | \$ | 104,101.08 | | | \$ | 205,608.50 | |
| Existing | PUD-29451/6597 | Millbrook Lofts | \$ | 147,877.50 | | | \$ | 104,101.08 | |
| New-2017 | LU-29633/6595 | Lotus Calla | \$ | 251,528.00 | | | \$ | 147,877.50 | |
| New-2017 | LU-29633-LS/6596 | Lotus Calla | \$ | 189,487.69 | | | \$ | 251,528.00 | |
| Existing | LU-29634-LS/6551 | Tapestry Townhomes | \$ | 155,845.89 | | | \$ | 189,487.69 | |
| Existing | LU-29634/6552 | 3900 South Townhome | \$ | 194,457.00 | \$ | 27,517.35 | \$ | 128,328.54 | Partial released on 2/14/18 |
| New-2017 | PUD-29975-LS/6726 | Equinox At Millcreek PUD | \$ | 117,796.00 | \$ | 169,609.50 | \$ | 24,847.50 | (2) partial release in 2017 and (1) release in 2018 |
| New-2017 | LU-29975/6743 | Equinox | \$ | 109,780.84 | | | \$ | 117,796.00 | |
| New-2017 | LU-30168/6689 | Hearth Stone | \$ | 87,688.50 | | | \$ | 109,780.84 | |
| New-2017 | SUB-30181/6751 | College Court Subdivision | \$ | 48,145.00 | | | \$ | 87,688.50 | |
| New-2018 | LU-30192/6796 | Meadowbrook Apartments | \$ | 325,947.25 | | | \$ | 48,145.00 | |
| New-2018 | LU-30192-LS/6798 | Mixed Use Meadowbrook | \$ | 100,854.90 | | | \$ | 325,947.25 | |
| New-2018 | SUB-30424/6799 | Healey Place Subdivision | \$ | 5,492.50 | | | \$ | 100,854.90 | |
| Total: Millcreek Escrow Bonds | | | | | | | | \$ | 5,492.50 |
| Millcreek Letter of Credit | | | | | | | | | \$ 2,015,851.87 |
| Existing | PUD-28051-SUB/6153 | Enclave PUD SUB | \$ | 362,047.50 | \$ | 281,892.50 | \$ | 80,155.00 | |
| Existing | SUB-28368-LS/6168 | Creekside At Honeycut PUD | \$ | 78,688.68 | \$ | 70,819.81 | \$ | 7,868.87 | |
| Existing | LU-28614/6312 | Atherton Park | \$ | 29,860.00 | | | \$ | 29,860.00 | |
| Existing | PUD-28614-LS/6314 | Atherton Park | \$ | 38,001.25 | | | \$ | 3,800.13 | |
| Existing | LU-28695/6248 | Hamptons PUD | \$ | 153,382.50 | \$ | 34,201.12 | \$ | 15,338.25 | |
| Existing | LU-29091/6376 | 1700 On The Park | \$ | 75,160.00 | \$ | 69,550.00 | \$ | 5,610.00 | |
| Existing | LU-29091-LS/6386 | 1700 On The Park | \$ | 38,362.00 | \$ | 38,362.00 | \$ | - | Full Released 2-2-18 |
| New-2017 | LU-29545/6747 | Spring Run | \$ | 214,994.50 | | | \$ | 214,994.50 | |
| New-2017 | LU-29545-LS/6748 | Spring Run | \$ | 150,684.95 | | | \$ | 150,684.95 | |
| Existing | PUD-28695-LS/6247 | Hamptons PUD-Sonora Ranch LLC - | | | | | | | |
| New-2017 | LU-29823-LS/6705 | Dade Rose (Common Area) | \$ | 99,230.00 | | | \$ | 99,230.00 | |
| New-2018 | LU-29823/6788 | Canyon Storage Units | \$ | 39,626.70 | | | \$ | 39,626.70 | |
| New-2017 | LU-30185/6741 | Canyon Storage | \$ | 193,931.25 | | | \$ | 193,931.25 | |
| New-2017 | LU-30185-LS/6742 | Canyon Rim Retail | \$ | 59,568.00 | | | \$ | 59,568.00 | |
| | | Canyon Rim Retail | \$ | 16,841.70 | | | \$ | 16,841.70 | |

| | | | | | | | |
|----------|----------------|----------------------|----|-----------|--|----|-----------|
| New-2017 | LU-30197/6754 | 3333 South 700 East | \$ | 23,255.75 | | \$ | 23,255.75 |
| New-2018 | LU-30197/6804 | Security Pro Storage | \$ | 86,974.25 | | \$ | 86,974.25 |
| New-2018 | SUB-30278/6801 | A. Rose Subdivision | \$ | 6,290.00 | | \$ | 6,290.00 |

| | | | | | | | |
|--|--|--|--|--|--|--|------------------------|
| Total: Millcreek Letter of Credit Bonds | | | | | | | \$ 1,034,029.35 |
|--|--|--|--|--|--|--|------------------------|

Millcreek Letter of

Guarantee

| | | | | | | | |
|----------|--------------------|---------------------------------|----|------------|---------------|----|------------|
| Existing | CU-24826/5611 | Millcreek community Center | \$ | 290,465.00 | | \$ | 290,465.00 |
| Existing | CU-25448/5830 | Bud Bailey Apartments | \$ | 752,640.50 | \$ 677,376.45 | \$ | 75,264.05 |
| Existing | CU-25448-A-LS/5835 | Bud Bailey Apartments | \$ | 817,785.38 | \$ 736,006.82 | \$ | 81,778.56 |
| | | Metropolitan Water-Quasi-Public | | | | | |
| Existing | CU-25933/5938 | Use | \$ | 150,565.00 | | \$ | 150,565.00 |
| | | Metropolitan Water-Quasi-Public | | | | | |
| Existing | CU-25933-LS/5937 | Use | \$ | 581,521.68 | | \$ | 581,521.68 |

| | | | | | | | |
|---|--|--|--|--|--|--|------------------------|
| Total: Millcreek Letter of Guarantee Bonds | | | | | | | \$ 1,179,594.29 |
|---|--|--|--|--|--|--|------------------------|

Kearns Metro Township Weekly Report

Report Date: May 7, 2018

Kearns Metro Township Team

Curtis Woodward – Principal Planner (385-468-6708)

Madeline Francisco-Galang – Engineering Project Manager (385-468-6622)

David White – Planner (385-468-6685)

Alison Weyher – Senior Policy Advisor (385-468-6716)

Informational Summary

☐ **Planning Items – Pending Applications**

1. Oquirrh Park Improvements (project 30690) 5840 S. Cougar Lane – scheduled to be heard by the planning commission 5/14/2018.
2. KOPFC surplus property subdivision 5928 S. Parkwood Drive – Application submitted 5/2/2018
3. LDS church surplus property rezone (30647) and subdivision (30670) 5944 S. Cougar Lane – still awaiting application submittal.

☐ **Public Works**

1. Misty Way speed bump project will begin on May 14, work to be completed by Public Works Operations. They will also be sweeping streets, fixing potholes and patching asphalt where needed.
2. 5600 West – waiting on final funding docs to get this underway. Consultant will be hired to design project.

☐ **Recent Planning Actions**

- 1) Rancho Markets (30616) – 4147 W. 5415 S. – Grading permit ready to issue.
- 2) Billboard Relocation (30673) – 4244 W. 5415 S. – Building permit currently pending.
- 3) KOPFC Parking Lots (30649) – 5624 S. Cougar Lane – Planning Commission approved the site plan amendments, technical review for drainage and engineering is pending.

☐ **County Agency Project Updates**

- 1) Parks and Recreation - OQUIRRH PARK - Met with the Planning Commission May 14th for approval of the proposed site improvements. The goal is to bid this project out in late summer/early fall.
- 2) Parks is still waiting on KOPFC to determine how they are planning on developing the parcel to the south of the park. Unfortunately, this makes it difficult for Parks to know what to expect as far as what land they will have to incorporate into the master plan. Parks suspects that there will only be sufficient land to create some type of pedestrian access from the neighborhood into the park, although until they see their plans it's difficult to say.

☐ **Metro Projects**

1. Subdivision ordinance amendments – these have been put on hold pending further discussion and evaluation.

☐ **Code Enforcement and other issues**

1. Owners of second hand store at 4075 West 4715 South have come into compliance, according to UFA, who also issued a permit for outside sales on the adjacent lot

Building Permits

1. Twelve building permits were issued in Kearns the week of May 7, for items including furnace replacements, roofs, service upgrades water heaters and external finishes.

Emigration Metro Township Weekly Report

Report Date: May 14, 2018

Emigration Metro Township Team

Debora Riddle – Principal Planner (385-468-6696)

Crystal Hulbert – Engineering - Project Manager (385-468-6623)

Jim Nakamura – Planner (385-468-)

Alison Weyher – Senior Policy Advisor (385-468-6716)

Informational Summary

New Items

1. Agenda Requests:
 - a. Sarah Bennett wants time on an agenda to discuss establishing a trails committee comprised of residents, planning commissioners, and other interested parties.
 - b. Crystal Hulbert would like time on an agenda to discuss the storm water drainage plan and proposed fees, as well as updates for pending projects.
 - c. The Utah Division of Water Quality has tentatively awarded Emigration Metro \$30,000 towards the restrooms at Pinecrest and Emigration Canyon Road. The project is outside their targeted areas for this year, but they want to support it, and will try to find more money.
- ☐ **Planning Items – Pending Applications**
 - 1) There are currently 17 projects where applicants are working with the Principal Planner to prepare an application package for the project.
 - 2) Discussion will be held at May Meeting regarding modifying ordinance to allow chickens
- ☐ **Public Works**
 - 1) Culvert on Emigration Canyon Road above Pinecrest intersection
 - a. A. lining of pipe, catch basin, and riprap sizing are currently being designed and plans being prepared
 - 2) Fin Wall project located between Pioneer Fork Rd and Pioneer Ridge Road
 - a. Currently being prepared to go to bid

Recent Planning Actions

- 1) Camp Kostopulos (30687) – Approval to Amend Parking Lot adjacent to Emigration Canyon Road
Applicant has been advised of the change in plant materials requested by the Metro.
-
- ☐ **County Agency Project Updates**
Parks and Recreation, Regional Development, Economic Development, Health Department, Emergency Services, etc. – No current issues
 - ☐ **Metro Projects**
 1. FCOZ and subdivision amendments have been distributed to Metro Council for discussion at May meeting.
 2. Amendments to the Drinking Water Source Protection Ordinance: a health department initiative which also involves the zoning ordinance. This will be coming before the Council within the next couple of months.

MILLCREEK, UTAH
RESOLUTION NO. 18-19

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN
INTERLOCAL COOPERATIVE AGREEMENT WITH
SALT LAKE COUNTY WITH RESPECT TO BOND ASSIGNMENTS**

WHEREAS, the Millcreek Council ("*Council*") met in regular session on April 23, 2018, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County with respect to bond assignments; 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, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an agreement with respect to bond assignments; and

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

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

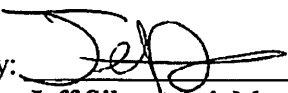
NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 18-19, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 23rd day of April 2018.



MILLCREEK COUNCIL

By: 
Jeff Silvestrini, Mayor

ATTEST:

Elyse Greiner
Elyse Greiner, CMC City Recorder

Roll Call Vote:

| | | |
|-------------|--------------------------------------|--------------------------|
| Silvestrini | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Marchant | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Jackson | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Catten | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Uipi | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

This Interlocal Assignment and Assumption ("Assignment Agreement") is made and entered into on the ____ day of _____, 2018 ("Effective Date"), by and between Salt Lake County ("Assignor" or "County"), and Millcreek ("Assignee" or "Millcreek"), referred to jointly as "the Parties."

RECITALS

WHEREAS Assignor entered into bond agreements with a number of developers for completion of improvements (a list of which is attached hereto as Exhibit 1), hereafter referred to as "Bond Agreements"; and

WHEREAS, Millcreek incorporated as a city on or about January 1, 2017; and

WHEREAS, the Bond Agreements are for projects within Millcreek's municipal boundaries; and

WHEREAS, County provided planning and development services for Millcreek via contract from January 1, 2017 through on or about March 31, 2018, which included enforcing the terms of the Bond Agreements; and

WHEREAS, after on or about March 31, 2018, Millcreek will be providing its own planning and development services, including the enforcement of the terms of the Bond Agreements; and

WHEREAS, the Bond Agreements do not have provisions prohibiting assignment or requiring the County to obtain the consent of the parties to the Bond Agreements before assigning them; and

WHEREAS the Assignor wishes to assign its rights and delegate its duties and interests under the Bond Agreements to Assignee; and

WHEREAS the Assignee wishes to assume the rights, duties and interests of Assignor.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the Parties agree as follows:

1. Assignor hereby explicitly assigns and conveys all of its rights, delegate its duties and interests in and under the Bond Agreements to Assignee.
2. Assignee acknowledges that it has read and understood the Bond Agreements and hereby explicitly assumes, accepts and agrees to undertake all rights, duties and interests in and under the Bond Agreements under the same terms and conditions of Assignor.
3. The Parties agree to timely perform such duties and execute such further documents as reasonably necessary to transfer all rights and duties under the Bond Agreements; including, if necessary, the transfer from Assignor to Assignee of any files, documents, electronic information, or other information and documents.

4. Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) which Assignee may sustain or incur, arising out of, in connection with, or by reason of, Assignor's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Bond Agreements on or prior to the Effective Date.
5. Assignee hereby agrees to indemnify Assignor against, and hold Assignor harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) which Assignor may sustain or incur, arising out of, in connection with, or by reason of, Assignee's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Bond Agreements first accruing after the Effective Date.
6. This Assignment Agreement shall be governed by the laws of the State of Utah, and all actions, including but not limited to any court proceedings, administrative proceedings, arbitration or mediation, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.
7. This Assignment Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of the Assignment Agreement delivered by facsimile or e-mail attachment shall be deemed an original signed copy of this Assignment Agreement.
8. This Assignment Agreement represents the entire agreement between the Parties and there are no other agreements or understandings between any of the parties to this Assignment Agreement amending, waiving, or supplementing this Assignment Agreement.
9. . In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:
 - (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;
 - (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;
 - (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act;
 - (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
 - (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the Mayors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any

real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed as of the date written above.

ASSIGNOR:

SALT LAKE COUNTY

By: _____
Mayor or Designee


Department Director Approval

Approved as to Form:

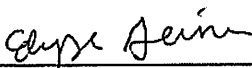
By: _____

Deputy District Attorney

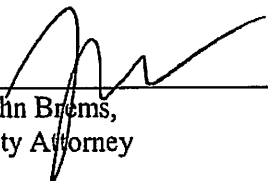
MILLCREEK

By _____
Jeff Silvestrini, Mayor

ATTEST:

By _____
Elyse Greiner, CMC City Recorder

Approved as to Form and Legality:

By _____
John Brems,
City Attorney