



Midvale City
7505 S. Holden Street
Midvale, UT 84047
801-567-7200
www.midvalecity.org

**MIDVALE CITY COUNCIL MEETING
AGENDA
May 19, 2015**

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **19th Day of May, 2015** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

**6:30 PM
INFORMATIONAL ITEMS**

- I. DEPARTMENT REPORTS**
- II. CITY MANAGER BUSINESS**

**7:00 PM
REGULAR MEETING**

- III. GENERAL BUSINESS**
 - A. WELCOME AND PLEDGE OF ALLEGIANCE
 - B. ROLL CALL

- IV. PUBLIC COMMENTS**

Any person wishing to comment on any item not otherwise on the Agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Governing Body. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

- V. COUNCIL REPORTS**
 - A. Councilmember Paul Glover
 - B. Councilmember Paul Hunt
 - C. Councilmember Quinn Sperry
 - D. Councilmember Wayne Sharp
 - E. Councilmember Stephen Brown

- VI. MAYOR REPORT**
 - A. Mayor JoAnn B. Seghini

- VII. PUBLIC HEARING(S) - 7:00 PM**
 - A. Consider Text Amendments to increase the maximum residential density in the Silver Refinery Overlay and create new parking standard for affordable senior housing in zones allowing multi-family residential uses [*Lesley Burns, City Planner*]
ACTION: Adopt Ordinance No. 2015-O-06 Amending the Midvale Municipal Code to increase the maximum residential density in the Silver Refinery Overlay and create new parking standard for affordable senior housing in zones allowing multi-family residential uses

- B. Consider Kimpton Square Large Scale Master Plan 3-lot Subdivision; 7612 South Holden Street
[Lesley Burns, City Planner]
ACTION: Approve Kimpton Square Large Scale Master Plan 3-Lot Subdivision; 7612 South Holden Street

VIII. CONSENT AGENDA

- A. Approve Minutes of May 5, 2015 *[Rori Andreason, HR Director/City Recorder]*
B. Set date and time (June 2, 2015 at 7:00 p.m.) for a public hearing to consider amendments to the FY2015 General Fund and other funds as necessary *[Laurie Harvey, Asst. City Manager/Admin. Services Director]*

IX. ACTION ITEMS

- A. Approve Resolution No. 2015-R-15 Authorizing the Mayor to sign an Interlocal Agreement between Midvale City and Salt Lake County for the Construction and Operation of a Senior Center *[Chad Woolley, City Attorney]*
B. Approve Resolution No. 2015-R-23, Third Amendment to the Open Space Exhibits in the Development Agreement for The Junction at Midvale Project *[Matt Hilderman, Associate Planner]*
C. Approve Resolution No. 2015-R-24 Approving and Authorizing the Execution of an Interlocal Cooperation Agreement between Salt Lake County and Midvale City for a Contribution of TRCC Funds to be used for the Construction of a Splash Pad *[Phillip Hill, Asst. City Manager/CD Director]*

X. DISCUSSION ITEMS

- A. Discuss Proposed Amendments to the FY2015 Budgets *[Laurie Harvey, Asst. City Manager/Admin. Services Director]*
B. Department Budget Review for Administrative Services *[Laurie Harvey, Asst. City Manager/Admin. Services Director]*
C. Discuss Employee Compensation for FY2016 Budget *[Rori Andreason, HR Director/City Recorder]*
D. Discuss Community Room Use Agreement *[Rori Andreason, HR Director/City Recorder]*

XI. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City's website at www.midvalecity.org and the State Public Notice Website at <http://pnn.utah.gov>. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

PLEASE MAKE SURE ALL CELL PHONES ARE TURNED OFF DURING THE MEETING

DATE POSTED: MAY 15, 2015

RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER



MIDVALE CITY COUNCIL SUMMARY REPORT

May 19, 2015

SUBJECT:

Public Hearing on Zoning Ordinance Text Amendments to increase the maximum residential density in the Silver Refinery Overlay and create a new parking standard for affordable senior housing in zones allowing multi-family residential uses (Proposed Ordinance No. 2015-O-06)

SUBMITTED BY:

Lesley Burns, City Planner

SUMMARY:

The Wasatch Group is proposing two text amendments for the City's consideration in order to develop a senior affordable housing development within the Silver Refinery Overlay and the Kimpton Square Master Planned Development. These text amendments include the following:

- Increase the overall maximum residential density allowed in the Silver Refinery Overlay from 16 units per acre to 19.3 units per acre.
- Create a parking standard for senior affordable housing developments.

Density

Currently, the maximum residential density allowed in the Silver Refinery Overlay is 16 units per acre. The request is to change this to 19.3 units per acre across the overlay area. Assuming all other development standards are satisfied when specific development plans are submitted, i.e. open space, parking, setbacks, etc., the overall maximum number of units on the Silver Refinery Overlay property would change from 136 units (16 u/a) to 164 units (19.3 u/a). Staff prepared some proposed language to address this request. This language amends Subsection 17-7-9.12.3.3 (C) which includes the maximum residential density for residential areas within the master planned area from 16 units per acre to 19.3 units per acre across all residential areas. See Attachment A for the specific amendment.

Parking

Currently, the zoning ordinance has one parking standard for multi-family developments. The parking requirement is based on the number of bedrooms in each unit and reflects a typical family or roommate situation with multiple cars, plus guest parking. It has been the experience of managers of senior affordable housing communities that many of the residents do not drive or have cars, and if they have cars, it is typically only one. This is a

result of the combination of age and limited income of the residents in this type of community. With this in mind, the current multi-family parking standard results in unused parking spaces when applied to this type of use. Based on parking counts that have been taken at similar communities, the applicant is proposing a new parking standard be created for “senior affordable housing” developments. The proposed standard includes a minimum of one space per unit plus a minimum of 0.3 spaces per unit for guest parking. This proposed guest parking number is higher than the typical 0.25 space per unit required in other multi-family projects. Because this type of project could occur in any zone that allows a multi-family use, Staff recommended that this standard be available in all zones allowing multi-family uses. These zones include RM-12, RM-25, Mixed Use, State Street Commercial, Transit Oriented Development, Bingham Junction, Silver Refinery Overlay and the State Street Overlay. Staff prepared some proposed language to address this request. This language includes the following:

- Adds a definition for “senior affordable housing” to Section 17-2-19.
- Adds a “senior affordable housing” use and associated parking requirement to the parking tables and sections in the RM-12, RM-25, MU, SSC, TOD, BJ, Silver Refinery Overlay, and SSO.

See Attachment B for the specific amendment.

Planning Commission Recommendation

The Planning Commission reviewed these proposed text amendments and held a public hearing on April 22, 2015. Following the public hearing, the Planning Commission made the following motions:

Density

“I move that we forward a positive recommendation to the City Council to increase the residential density in the Silver Refinery Overlay as included in Attachment A.”

Parking

“Recognizing the community need for senior affordable housing and the distinctive characteristics of this type of multi-family housing, I move that we forward a positive recommendation to the City Council to add language to the ordinance creating a definition for “senior affordable housing” and create a specific parking standard for this use in all zones that allow multi-family uses as included in Attachment B.”

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff agrees with the Planning Commission’s recommendations, and recommends the adoption of Ordinance No. 2015-O-06, which includes the language recommended by the Planning Commission in Attachment A and Attachment B.

RECOMMENDED MOTION:

“I move that we adopt Ordinance No. 2015-O-06 as presented. This ordinance will increase the overall residential density to 19.3 units per acre in the Silver Refinery Overlay, and create a definition and parking standard for “senior affordable housing” in zones allowing multi-family uses.”

Attachments:

- Proposed Ordinance No. 2015-)06, including:
 - Attachment A –text amendment language to increase density in SRO
 - Attachment B –text amendment language to create a new parking standard for affordable senior housing

ORDINANCE NO. 2015-O-06

AN ORDINANCE INCREASING THE OVERALL RESIDENTIAL DENSITY TO 19.3 UNITS PER ACRE IN THE SILVER REFINERY OVERLAY (SECTION 17-7-9.12.3.3 C OF THE MIDVALE MUNICIPAL CODE) AND CREATING A DEFINITION AND PARKING STANDARD FOR “SENIOR AFFORDABLE HOUSING” IN ALL ZONES THAT ALLOW MULTI-FAMILY USES (SECTION 17-2-19 “S” AND CHAPTERS 17-7-3, 17-7-4, 17-7-5, 17-7-7, 17-7-8, 17-7-9, 17-7-9.12.3, 17-7-15 OF THE MIDVALE MUNICIPAL CODE); ALSO PROVIDING A SAVING CLAUSE AND AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, pursuant to Sections 10-9a-501 through 10-9a-504 Utah State Code, the City has the authority to make and amend a zoning plan which divides the City into zoning districts and within those districts to regulate the erection, construction, reconstruction, alteration, and uses of buildings and structures and the uses of land to promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the municipality; and

WHEREAS, on January 2, 2002, the Midvale City Zoning Ordinance (Title 17 of the Midvale Municipal Code) became effective and may be subject to amendments from time to time; and

WHEREAS, since this effective date, Midvale City has found a number of areas that require amendments to the text of the ordinance in order to correct errors and omissions, clarify the intent of the language, and/or include new provisions to further the purpose and intent; and

WHEREAS, it has been determined that it is important to provide senior affordable housing in Midvale; and

WHEREAS, it has been determined that by increasing the density from 16 u/a to 19.3 u/a in the Silver Refinery Overlay, it will allow for the development of a much needed affordable senior housing project; and

WHEREAS, it has been determined that a senior affordable housing use does not require the same amount of parking as a typical multi-family residential development, and a parking standard requiring less parking is appropriate for the development and the overall community; and

WHEREAS, the Planning Commission held a public hearing on April 22, 2015 to review proposed text amendment language regarding these issues, with such meeting being preceded by notice through publication in the Salt Lake Tribune and Deseret News on April 8, 2015, and the Planning Commission forwarded a recommendation on such to the City Council on April 22, 2015; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on May 19, 2015, which meeting was preceded by notice through publication in the Salt Lake Tribune and Deseret News on May 5, 2015; and

WHEREAS, the City Council has taken into consideration citizen testimony, planning and building analysis, and the Planning Commission recommendations, and has determined that this text amendment is appropriate and within the best interests of the City as a whole in protecting and promoting the health, safety, welfare and aesthetic quality of Midvale City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Midvale City, Utah as follows:

Section 1. The following chapters and sections of the Midvale Municipal Code are hereby amended as included in ATTACHMENT A and ATTACHMENT B of this document.

Section 2. If any part of this ordinance or the applications thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section 3. This ordinance shall be effective upon publication of a summary thereof.

PASSED AND APPROVED this ____ day of _____, 2015.

JoAnn B. Seghini, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Date of first publication: _____

Voting by City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____
Quinn Sperry	_____	_____

**ATTACHMENT A
SILVER REFINERY OVERLAY DENSITY**

**Text Additions
~~Text Deletions~~**

17-7-9.12.3.3 Large scale master plan requirement.

The property is required to be master planned as a whole under the large scale master plan provision prior to any specific development applications, i.e., small scale master plans, subdivision plats, conditional use permits, site plans, being accepted by the city for review and approval. Each development application must be consistent with the large scale master plan. The large scale master plan must include the following elements:

- A. At a minimum, the plan shall show the general layout of future development including general uses, public open space, roads, circulation, and main vehicular and pedestrian accesses.
- B. A dedication of at least nine percent of the real property to be improved, at no cost to the city, as accessible and useable public open space. It is expected that the historical cemetery be made a part of this public open space area. The dedication is based on the clustering and increased densities allowed within the overlay.
- C. The maximum residential density ~~within a designated residential use parcel shall be sixteen~~ **19.3** units per acre ~~for all residential areas combined.~~
- D. Vehicular accesses shall comply with the city's typical access management standards.
- E. For vertical mixed-use development, the maximum FAR is 3.0.
- F. In conjunction with the large scale master plan, a development agreement, in a form satisfactory to the city attorney and city council, shall be recorded with the property wherein the property owner, and its successors and assigns, agree to comply with the provisions of the conditional use permit for the master planned development. This agreement shall also provide security, to the satisfaction of the city attorney and city council, for all on- and off-site public improvements associated with the development.
- G. The large scale master plan, and all subsequent development applications, will demonstrate that it is in conformance with applicable institutional controls.
- H. Subdivisions, small scale master plans, site and project plans, conditional use permits and building permits within the silver refinery overlay shall be in accordance with the current building code, this chapter, and Section [17-7-3](#) and Title [16](#) of the Midvale City Code.

**ATTACHMENT B
SENIOR AFFORDABLE HOUSING**

Text Additions
~~Text Deletions~~

17-2-19 “S” definitions.

“Senior Affordable Housing” means a residential development/use restricted to persons 55 and older, where a minimum of 80% of the units are affordable to a household making 50% of the area median income (AMI) or less. Project must be guaranteed to remain affordable, as defined above, for a minimum of 50 years. With the exception of the parking space requirement that is called out separately, all senior affordable housing developments shall be considered under the applicable multi-family residential or medium and high density residential development standards.

Create a parking requirement for “senior affordable housing” in the RM-12, RM-25, Mixed Use, State Street Commercial, Transit Oriented Development, Bingham Junction, Silver Refinery Overlay, and State Street Overlay zone districts by adding the language below to the following tables and sections:

***Tables 17-7-3.7, 17-7-4.7, 17-7-5.7, 17-7-7.8, 17-7-8.8, 17-7-15.8**

***Sections 17-7-9.6 (A)(2), 17-7-9.12.3.13 (D)(3)**

**Table/Section *
Parking**

Uses	Parking Requirement
Senior Affordable Housing	Not less than 1 space per dwelling unit; plus not less than 0.3 spaces per dwelling unit for guest parking



MIDVALE CITY COUNCIL SUMMARY REPORT

May 19, 2015

SUBJECT:

Public Hearing on the Kimpton Square Large Scale Master Plan 3-Lot Subdivision located at the northwest corner of Holden Street and 7800 South

SUBMITTED BY:

Lesley Burns, City Planner

SUMMARY:

On April 22, 2015, the Planning Commission approved an amended Large Scale Master Plan (LSMP) for the Kimpton Square development. This project is located on the 9.36 acre property at the northwest corner of Holden Street and 7800 South. The amended LSMP includes a 2.21 acre multi-family residential area (intended for a senior affordable housing community), a 6.31 acre medium density single-family detached area (intended for 67 single-family homes), and a 0.84 acre public open space parcel (includes pioneer cemetery). A copy of this amended LSMP is attached.

Also on April 22, 2015, the Planning Commission recommended approval of a preliminary subdivision plat that would create a lot for each of the uses within the amended LSMP. This subdivision plat would help facilitate the future Small Scale Master Plans for each of these areas, and is consistent with the areas depicted on the amended LSMP, as well as what is anticipated with the future development for each of these areas. The Planning Commission's recommendation included the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal and City Council.
2. The applicant shall provide evidence that a courtesy notice has been sent to Questar Gas, Rocky Mountain Power, Comcast Cable, Utopia and CenturyLink regarding the utility easements on the subdivision plat prior to the subdivision plat being recorded.

The applicant has had a final subdivision plat prepared. This plat includes a public access easement from the public roads to what will become the public open space. This public easement includes the area that is anticipated to be the private road, adjoining sidewalk and some parking spaces with the future development. The applicant has also contacted all of the utility companies as required.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the Kimpton Square Subdivision plat with the condition that the applicant obtains all required signatures on the subdivision plat Mylar.

RECOMMENDED MOTION:

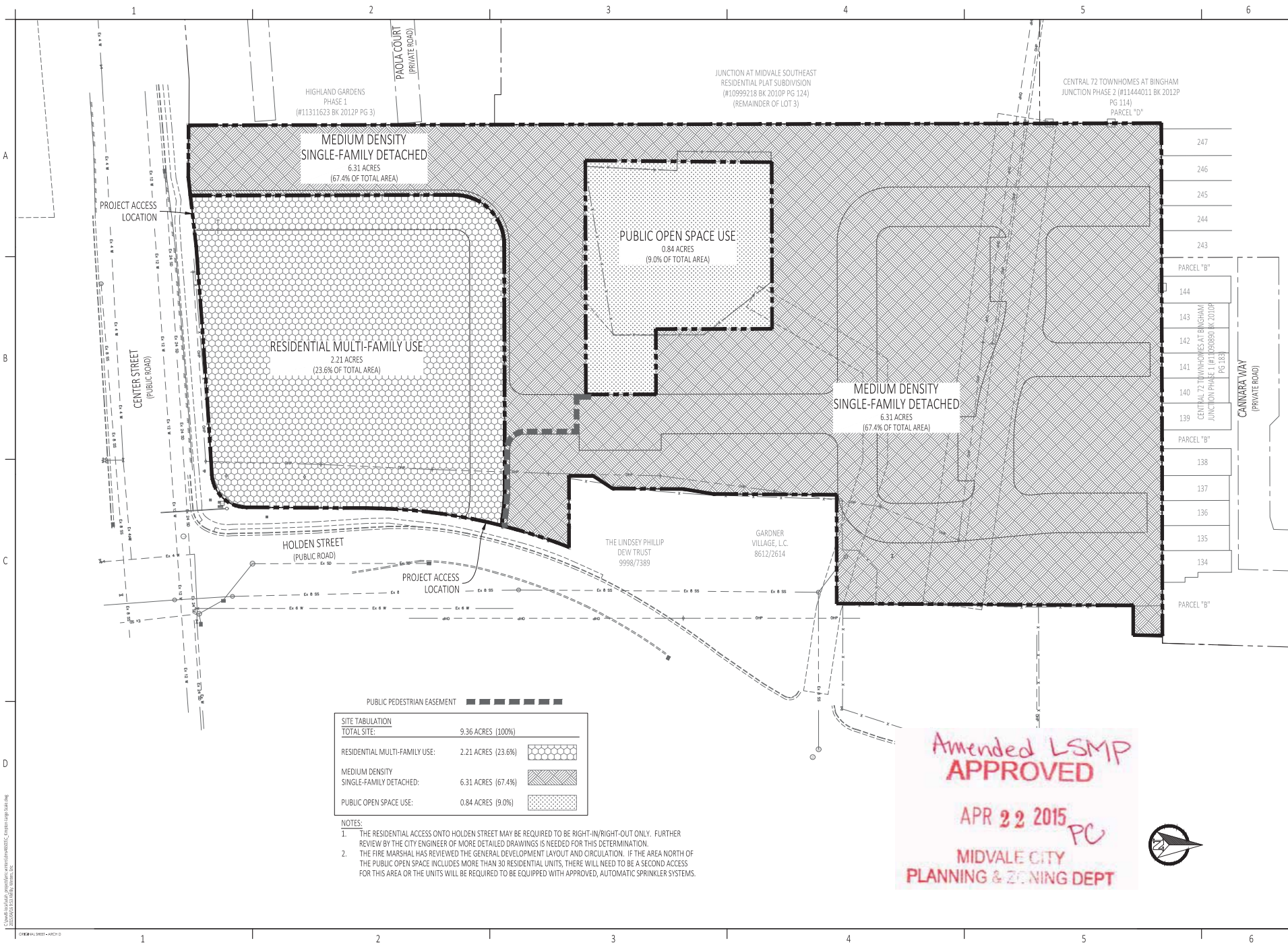
“Based on compliance with the City’s subdivision requirements, consistency with the approved Large Scale Master Plan for this area, and the Planning Commission’s recommendation, I move that we approve the Kimpton Square Subdivision located at the northwest corner of Holden Street with the condition that the applicant obtains all the required signatures on the subdivision plat Mylar.”

Attachments:

- Vicinity Map
- Approved Amended Large Scale Master Plan
- Proposed Final Subdivision Plat



**Silver Refinery Overlay
Kimpton Square Master Plan**



PUBLIC PEDESTRIAN EASEMENT	
SITE TABULATION	
TOTAL SITE:	9.36 ACRES (100%)
RESIDENTIAL MULTI-FAMILY USE:	2.21 ACRES (23.6%)
MEDIUM DENSITY SINGLE-FAMILY DETACHED:	6.31 ACRES (67.4%)
PUBLIC OPEN SPACE USE:	0.84 ACRES (9.0%)

- NOTES:
- THE RESIDENTIAL ACCESS ONTO HOLDEN STREET MAY BE REQUIRED TO BE RIGHT-IN/RIGHT-OUT ONLY. FURTHER REVIEW BY THE CITY ENGINEER OF MORE DETAILED DRAWINGS IS NEEDED FOR THIS DETERMINATION.
 - THE FIRE MARSHAL HAS REVIEWED THE GENERAL DEVELOPMENT LAYOUT AND CIRCULATION. IF THE AREA NORTH OF THE PUBLIC OPEN SPACE INCLUDES MORE THAN 30 RESIDENTIAL UNITS, THERE WILL NEED TO BE A SECOND ACCESS FOR THIS AREA OR THE UNITS WILL BE REQUIRED TO BE EQUIPPED WITH APPROVED, AUTOMATIC SPRINKLER SYSTEMS.

Amended LSMP APPROVED
 APR 22 2015 PC
 MIDVALE CITY
 PLANNING & ZONING DEPT



Michael Baker INTERNATIONAL
 INTERNATIONAL MICHAEL BAKER
 6955 UNION PARK CENTER
 SUITE 370, MIDVALE UT, 84047
 (801)255-4400

NO.	DATE	REVISIONS / DESCRIPTION

KIMPTON SQUARE
 MIDVALE CITY, UTAH
 LARGE SCALE MASTER PLAN

Project Number: 145889
 Date: 04-15-2015
 Scale: 1"=40'
 Sheet #

KIMPTON SQUARE SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
MIDVALE CITY, SALT LAKE COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Gregory A. Cates, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 161226 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as

KIMPTON SQUARE SUBDIVISION

and that same has been surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point on the Northern Right-of-Way Line of Center Street, said point being 3007'08.36" W 2322.99' feet, along the Section Line, and West 865.97' feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence, along said Northern Right-of-Way Line, the following two (2) courses: (1) Southwesterly 231.80' feet along the arc of a 11,519.20' foot radius curve to the left, chord bears S84°52'23" W 231.80' feet; (2) S83°12'20" W 48.68' feet; thence N89°34'30" W 54.53' feet to the Southeast Corner of the Junction of Middle Southeast Residential Plat Subdivision recorded in Book 20109 of Page 124 in the Salt Lake County Recorder's Office; thence, along the Exterior Boundary Line of said plat, the following two (2) courses: (1) N60°02'29" W 983.63' feet; (2) N89°52'31" E 118.82' feet; thence S81°15'00" W 29.23' feet; thence West 30.00' feet; thence S00°22'00" W 300.00' feet; thence West 110.00' feet; thence S00°22'00" W 125.00' feet; thence S09°26'17" W 30.61' feet; thence S02°22'00" W 71.60' feet; thence S32°23'00" W 23.10' feet; thence S00°22'00" W 24.70' feet; thence East 72.15' feet to the Western Right-of-Way Line of 700 West (Holden) Street; thence, along said Western Right-of-Way Line, the following three (3) courses: (1) Southwesterly 210.60' feet along the arc of a 573.87' foot radius curve to the left, chord bears S10°52'48" W 209.42' feet; (2) S00°22'00" W 120.85' feet; (3) Southwesterly 52.54' feet along a 35.00' foot radius curve to the right, chord bears S42°20'00" W 47.74' feet to the Point of Beginning.

Contains: 408,295 SF or 9.37 AC.

The Basis of Bearing for this description is between 2 existing Section Corners. The bearing between the Southeast Corner and the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base & Meridian is N00°08'36" E as measured in the field. (Salt Lake County AR# = N00°07'42" E).



GREGORY A. CATES
P.L.S. No. 161226

Date _____

OWNER'S DEDICATION

I, the undersigned owner (I) of the above described tract of land, having caused the same to be subdivided into lots and streets to be hereafter known as

KIMPTON SQUARE SUBDIVISION

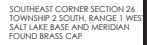
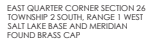
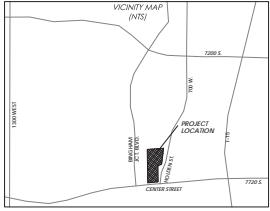
do hereby dedicate for perpetual use of the public all parcels of land and easements as shown on this plat as intended for Public Use.

In witness whereof _____ day of _____, A.D. 20____, this _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF _____, SS.
On the _____ day of _____, A.D. 20____, personally appeared before me, the undersigned Notary Public, in and for said County of _____, in the State of _____, _____ who after being duly sworn, acknowledged to me that _____ a Limited Liability Company, that _____ signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned.

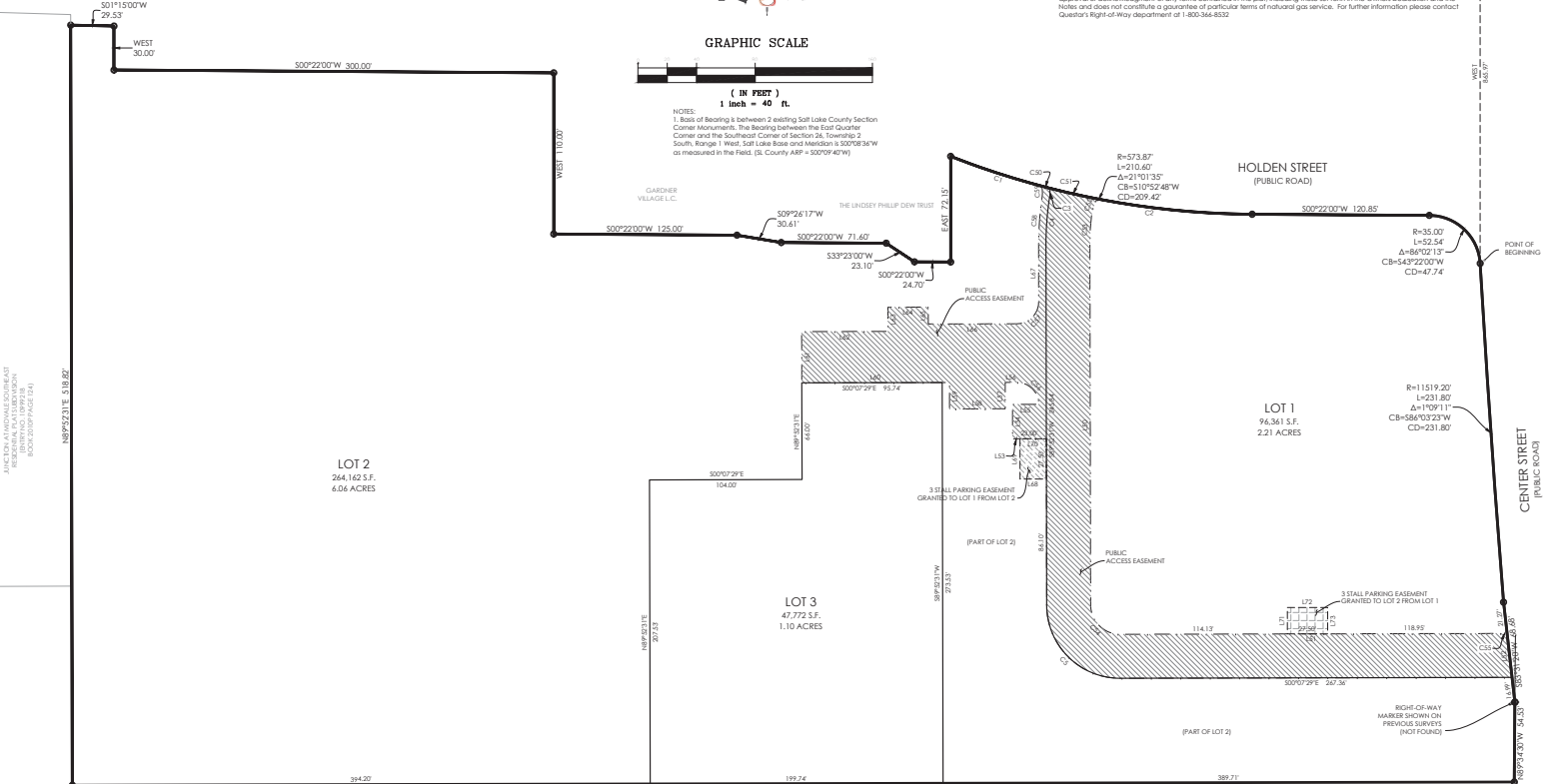
MY COMMISSION EXPIRES _____ NOTARY PUBLIC RESIDING IN _____ COUNTY



GRAPHIC SCALE

(1 INCH) = 40 FT.

NOTES:
1. Basis of Bearing is between 2 existing Salt Lake County Section Corner Monuments. The Bearing between the East Quarter Corner and the Southeast Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian is S00°08'36" W as measured in the field. (Salt Lake County AR# = S00°07'42" W).



FUNCTIONAL UTILITY EASEMENTS RESIDENTIAL PLAT SUBDIVISION BOOK 20109 PAGE 124

LOT 2
264,162 S.F.
6.06 ACRES

LOT 1
96,361 S.F.
2.21 ACRES

LOT 3
47,772 S.F.
1.10 ACRES

LEGEND

- FIRE HYDRANT
- STREET LIGHT
- EXISTING MONUMENT
- MONUMENT TO BE SET
- SECONDARY CORNER SET WITH REBAR & CAP
- SECTION CORNER
- STREET MONUMENT

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	573.87	70.93	7°02'03"	S17°31'04" W	70.91
C2	573.87	139.65	13°54'32"	S07°20'17" W	139.30
C3	25.00	6.70	1°32'29"	S89°00'07" E	6.68
C4	210.60	52.26	5°46'05"	S82°42'26" W	52.23
C5	35.00	78.34	9°30'00"	S44°52'31" W	70.71

EASEMENT CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C30	573.87	5.52	0°33'04"	S14°43'55" W	5.52
C31	573.87	33.41	3°30'08"	S12°38'27" W	33.40
C32	25.00	11.82	2°39'53"	N07°50'31" W	11.71
C33	180.00	20.47	2°31'01"	N89°51'39" W	20.44
C34	20.00	31.42	9°50'07"	S44°52'31" W	28.28
C35	25.00	3.41	7°51'04"	S04°03'02" E	3.42
C36	15.00	23.56	9°50'07"	N44°30'12" E	21.21
C37	15.00	23.56	9°50'07"	S44°30'12" E	21.21
C38	215.00	32.92	8°46'23"	S83°44'17" E	32.89
C39	20.00	7.47	2°12'40"	N81°56'12" E	7.43

LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L50	243.64	S81°52'31" W	L42	38.87	S02°07'29" E
L51	260.57	S07°32'29" E	L43	16.50	N81°21'31" E
L52	35.42	S83°31'20" W	L44	27.50	S02°07'29" E
L53	5.00	N00°07'29" E	L45	11.50	S83°23'31" W
L54	23.50	N81°52'31" E	L46	40.35	S02°07'29" E
L55	18.00	S07°11'16" E	L47	38.72	N81°52'31" E
L56	8.00	N00°07'29" W	L48	18.00	N00°07'29" W
L57	18.00	S81°52'31" W	L49	27.50	N81°52'31" E
L58	38.00	N00°07'29" W	L70	18.00	N00°07'29" W
L59	18.00	N81°52'31" E	L71	18.00	N81°52'31" E
L60	102.74	N00°07'29" E	L72	27.50	S02°07'29" E
L61	35.00	N81°52'31" E	L73	18.00	S81°52'31" W

EASEMENT APPROVAL

QUESTAR GAS CO.	DATE
ROCKY MOUNTAIN POWER	DATE
CENTURY LINK	DATE
COMCAST	DATE

Utilities shall have the right to install, maintain and operate their equipment above and below ground with all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees, and vegetation that may be placed within the PUE. The utility may require the lot owner to remove any such structures at the lot owner's expense. At no time may any permanent structures or any other obstruction which interferes with the use of the PUE be placed within the PUE, without the prior written approval of the utilities with facilities within the PUE.

Stantec Consulting Services Inc.
3955 S 700 E Ste. 300
Salt Lake City, Utah 84107-2340
www.stantec.com

Project Number: 2020031111
City: GAC

Designed by: SRY
Drawn by: SRY

Checked by: GAC
Date: 4/27/21

No. _____
Revisions _____
By: _____
Date: _____

MIDVALE CITY ENGINEER

APPROVED THIS _____ DAY OF _____, A.D. 20____
MIDVALE CITY ENGINEER _____

CITY ATTORNEY'S APPROVAL

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20____
CITY ATTORNEY _____

BOARD OF HEALTH

APPROVED THIS _____ DAY OF _____, A.D. 20____
CHAIR, MIDVALE CITY PLANNING COMMISSION _____

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, A.D. 20____
BY THE MIDVALE CITY PLANNING COMMISSION _____

RECORDED

STATE OF UTAH, COUNTY OF SALT LAKE, REC'D THIS _____ DAY OF _____, A.D. 20____
REQUEST OF: _____ IN _____ BLOCK _____ PAGE: _____
SALT LAKE COUNTY RECORDER _____





Midvale City
CITY COUNCIL MEETING
Minutes

Tuesday, May 05, 2015
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: JoAnn Seghini

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Paul Hunt
Council Member Quinn Sperry
Council Member Wayne Sharp
Council Member Stephen Brown

STAFF: Kane Loader, City Manager; Phillip Hill, Assistant City Manager/Community and Economic Development Director; Laurie Harvey, Assistant City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Bob Davis, Public Works Director; Chad Woolley, City Attorney; Chief Tony Mason, UPD Midvale Precinct; Chief Stephen Higgs, UFA; Danny Walz, RDA Director; Annaliese Eichelberger, Planner I/RDA Coordinator; and Jarin Blackham, IT Manager.

Mayor Pro Tem Hunt called the meeting to order at 6:32 p.m.

I. INFORMATIONAL ITEMS

A. DEPARTMENT REPORTS

Chief Higgs discussed the upcoming fire school. EJ Hinderman, UFA, presented the “Push to Survive” program. This program will be offered free to the community. He asked the Council if they would like to proceed with offering this program within the City. The Council agreed.

Chief Mason introduced Darren Paul and Edwin Meono, COP Officers who are each assigned to update specific Council members. Edwin Meono discussed the Good Landlord Program and strongly urged the Council to continue the program to open up communication with the apartment complex owners. He reviewed statistics on several apartment complexes.

Councilmember Paul Glover would like to see how many apartments are within each complex and how many calls for service occur each month. He would like a report each month emailed to the Council.

Councilmember Wayne Sharp asked for back data as far as possible to see a comparison to what the calls for service have been and what they are now.

Darren Paul introduced himself and stated he has seen a big difference in the apartment complexes and the numbers of calls. He said he is definitely sold on this program.

Laurie Harvey discussed the financial report for March. Water revenue seems to be slow but Court revenues are doing very well.

Phillip Hill reported that Holden Street is under construction, it's about a 60 day project. The bid document for 7200 South is being prepared and will be advertised for the next three weekends. This project is about 180 days to completion. He informed the Council of a position opening in the Engineering Division.

Bob Davis reported on the bulky waste program that just ended.

Councilmember Sharp asked if he has a meeting scheduled with the ditch users on 6850 South State Street. He said they are anxious to talk to the city.

Bob said he wants to talk with Sandy first but will meet with them soon.

Rori Andreason updated the Council on meetings at Midvale City Hall.

II. CITY MANAGER'S REPORT

Kane Loader reported that the Mayor was successful in obtaining the LDS seminary building for the CBC program and University of Utah Health Clinic. The architect has been in the building to see what needs to be done. It will meet the needs of both programs. Jim Childs will do a rough estimate of the project for the Council to review prior to taking possession of the building. Mauricio Agramont has been successful in obtaining about \$60,000 through grants for the remodel. The building is not air conditioned but the building itself is in very good condition.

Mr. Loader reported on the progress of the Raccoon program. He thinks the program will be successful. He had a meeting with the Sheriff and financial specialist discussing the financial state of UPD and the district. He will keep the Council informed on the progress of these discussions.

Mayor JoAnn B. Seghini opened the regular meeting at 7:50 p.m.

III. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

B. Roll Call – Council Members Stephen Brown, Paul Hunt and Wayne Sharp, Quinn Sperry, and Paul Glover were present at roll call.

C. Proclamation – Declaring May 16, 2015 as Kids to Parks Day

Mayor Seghini read the proclamation declaring May 16, 2015 as Kids to Park Day.

IV. PUBLIC COMMENTS

Marcus Kaller, resident over 10 years, Salt Lake County Bicycle Voluntary Advisory Committee, said their mission is to create bicycle infrastructure and make the county one of most bicycle friendly areas in country. He feels there is a need in Midvale to increase bicycle areas, lanes, etc. He would like to have meetings with the Council regarding how to implement this through their committee and hold a monthly

meeting at city hall. He is also participating in the general plan update for Midvale City. He said he looks forward to working with the City.

Zach Gatherun, said he has an Eagle Scout project he wanted to announce. The project is picking up latex and oil based paints from the community. It is causing environmental concerns at the landfill. He will be passing out the fliers throughout the community on May 13th with a pickup day on May 16th. Only residential, not businesses can drop off the paint. There is permanent drop off site for these types of materials at 6030 West California Avenue.

V. COUNCIL REPORTS

- A. Councilmember Paul Glover** – had nothing to report.
- B. Councilmember Paul Hunt** – said he needs to get caught up from the meeting he missed last week.
- C. Councilmember Quinn Sperry** – had nothing to report.
- D. Councilmember Wayne Sharp** – said the raccoons have crossed State Street. He also reported on the Mosquito Abatement. He asked scouts to get rid of standing water if they see it. He said he has heard a lot of advertisements for Utopia lately.
- E. Councilmember Stephen Brown** – said he too heard the Utopia advertisements. It's good but it's not available to everyone yet.

VI. MAYOR REPORT

Mayor JoAnn B. Seghini – had nothing to report at this time.

MOTION: Councilmember Wayne Sharp moved to open public comment. The motion was seconded by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

VII. PUBLIC HEARING(S) – 7:00 PM

- A. CONSIDER THE ADOPTION OF THE MIDVALE CITY TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016**

Kane Loader said as the City goes through the process of adopting the FY 2016 budgets there are several procedural steps the City Council are required to take in order to be compliant with state statute.

1. UCA 10-6-111(1) requires the Budget Officer to present a tentative budget for each fund within the City. The budgets must be submitted not later than the first regularly scheduled meeting in May. Budgets will be presented for the General Fund, Public Utility Fund, Sanitation Fund, Internal Service Funds, Capital Improvement Fund, Telecommunications Fund, Street Lighting Fund and Storm Water Utility Fund on Tuesday on May 5th. At that time staff will brief the Council on the revised revenue estimates, provide a brief overview of the expenditures, and present budget highlights along with any proposed program changes.

2. UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at this meeting. The Council will then review and amend, if necessary, the budgets prior to their final adoption. During the next several weeks we will begin discussing in detail with the Council each department budget.

3. As a reminder, the purpose of a tentative budget is to have a working tool from which the City can start the formal adoption process. By adopting the tentative budgets and the revenue assumptions the Council is not agreeing to anything. The budget document can be changed, updated and amended any time prior to final adoption in June. At the time of final adoption, all of the City's budgets must be balanced, meaning that expenditures must be equal to revenues.

Objectives from March Budget Retreat

Avoid or minimize property tax increase

- Achieved, but not without reducing Fund Balance to 8.4% of General Fund Revenues

Contain Public Safety costs

- Unified Police Department contract increase is 1.9%, down from requested 3.6%
- No funding in this budget for additional officers
- Animal Control contract increase is up 18% (requested 58%) due to conversion of facility to “no kill” facility.

Increase funding for road maintenance

- Budget for pavement management remains at FY 2015 level of \$500,000
- \$7.4 million (one-time) needed to improve roads to rating of 90+
- \$2.1 million/year estimated to maintain roads in that condition
- Possible effects of HB 362
- \$65,000 from 5 cent state gas tax increase available in FY16
- An additional \$625,000 will be available in FY 2017 if the voters of Salt Lake County approve .25% sales tax increase for transportation in November election

Contain health insurance costs

- Funding for benefits is level with the FY 2015 budget
- The City is adopting a new High Deductible Health Plan in conjunction with Health Savings Accounts (HSA)
- Reduces premiums
- Allows employees to build up individual HSA accounts which are portable and can be used tax-free for medical expenses
- Traditional plan is still available but employees will bear a higher portion of the premium costs

Stay competitive with the job market

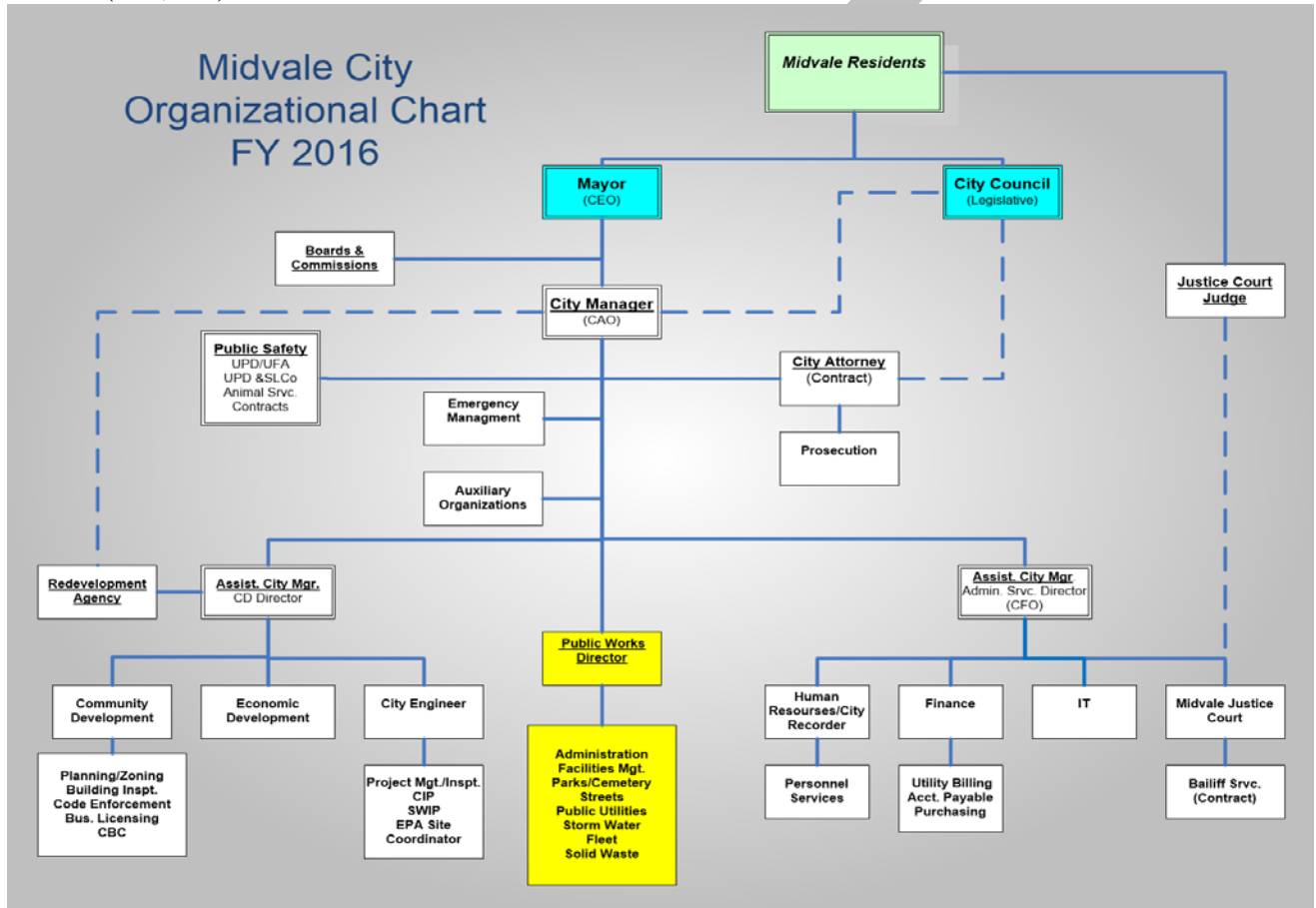
- Market adjustments for several positions are recommended
- Merit increases averaging 2% (Dept. Director discretion)

General Fund New Expenditures

- Fund 2015 municipal elections (\$28,000)

Proceedings of the Midvale City Council Meeting
May 5, 2015

- Provide monthly City Newsletter (\$25,000)
- Improve Cemetery road (\$20,000)
- Increase landscape maintenance contract for parks (\$50,000)
- Continue enhanced warrants enforcement (\$50,000)
- Lower cost of credit card discount fees (\$35,000)
- Achieved by assessing credit card service charges and obtaining lower credit card fees for utility payments
- Provide matching funds for architectural design of improvements to Performing Arts Center (\$30,000)



Midvale City Property Tax Rate

- This Tentative Budget does not include a proposed property tax increase for Midvale City
- Owner of \$200,000 home will pay \$69
- Owner of \$500,000 business will pay \$312
- The City is currently NOT assessing the General Obligation portion of the property tax - \$405,000 per year

General Fund “Fund Balance”

- Fund balance in the General Fund will be reduced from 17% to 8.4% of General Fund Revenue
- Including reserves in the Fleet Fund and the Municipal Building Authority, fund balance = 16.25% of General Fund Budget

Proceedings of the Midvale City Council Meeting
May 5, 2015

- Statutory requirements:
- Minimum fund balance of 5%
- Maximum fund balance of 25%
- Midvale City Council fund balance target
- Fund balance of 12%

Requests Not Funded in FY 2016 Budget

- Additional police officers
- Additional FTE in Parks and Fleet/Facilities
- Additional pavement management
- Data security analysis of City network
- Electronic time-keeping software
- Full time salary for Mayor Position
- Cemetery fence

Ongoing vs. One-time Revenues and Expenditures

FY 2016 revenues of \$16,132,000

- Ongoing - \$14,817,700
- One-time - \$1,314,300 (includes contrib from Fund Balance)

FY 2016 expenditures of \$16,132,000

- Ongoing - \$15,354,900
- One-time - \$777,100
- Ideally, ongoing expenditures are not funded with one-time revenues; however, this diversion from standard practice represents only 3% of the budget and is deemed an acceptable risk

Midvale City Capital Improvements Project Fund

The following projects are funded in the FY 2016 tentative budget:

- Pavement management - \$500,000
- Sidewalk maintenance - \$50,000
- Curb and gutter maintenance - \$50,000
- City building improvements - \$50,000
- Lennox Street - \$16,800
- Reserve - \$14,400
- Total Capital Improvements Project Fund - \$829,200

Midvale City Telecommunications Fund

- Pledge payments to Utopia increased from \$800,000 to \$830,000 (increase 2%/year)
- Contributions to Utopia operating expenses decreased from \$125,000 to \$62,500
- Utopia's financial position is improving and the demand for service is increasing

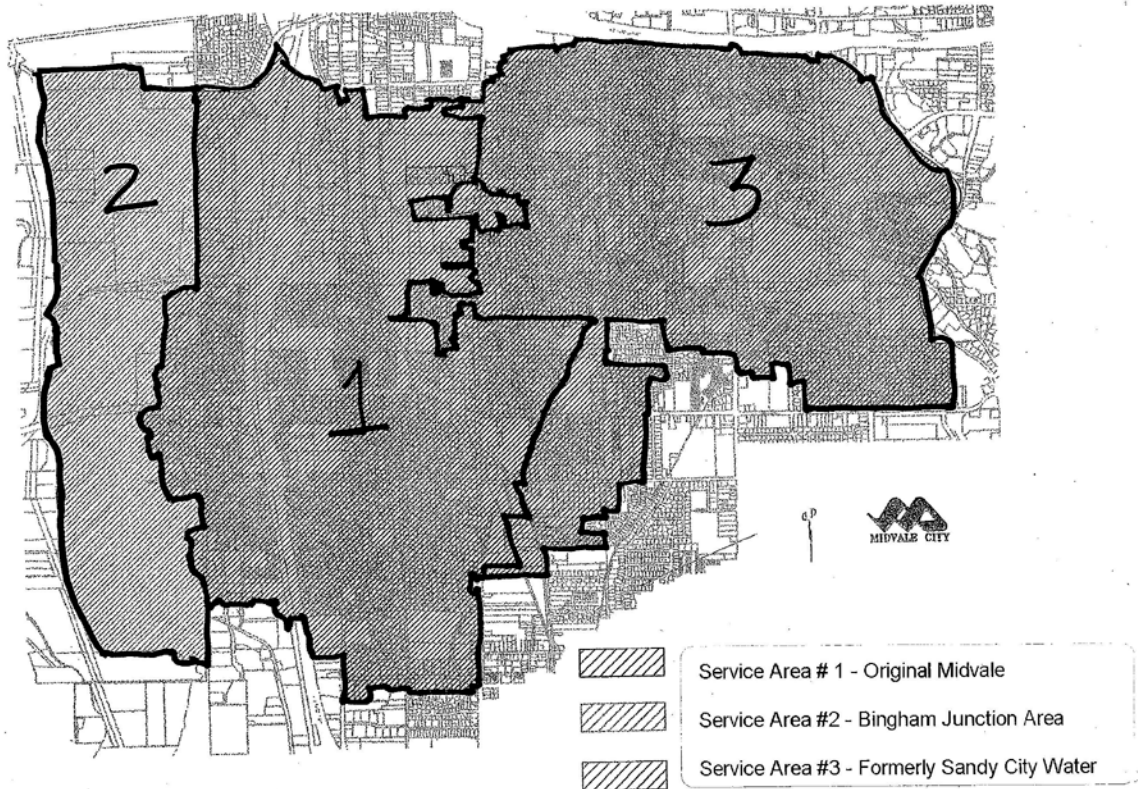
Midvale City Enterprise Funds

Utilities provided by Midvale City:

- Water

- Sewer
- Storm Water Utility
- Sanitation (garbage disposal)
- Street Lighting

Due to annexations and new growth, the City is divided into three service areas
Midvale Utility Service Areas



Water Fund

- Even though Sandy and Jordan Valley Water Conservancy District wholesale water rates are increasing, staff is not recommending any increases in Midvale City water rates.
- The City's goal is to equalize water rates among all three service areas over time. In FY 2016, a decrease of 5% in water rates for Service Area 3 (the highest rate of the three service areas) is recommended.
- Average \$16 annual savings for residents in Service Area 3

Sewer Fund

- Separated from Water Fund for better tracking

Increase of 5% in base rate for all areas recommended

- Average consumer (average winter water usage of 4,000 gallons/month) will see an increase of \$13 per year

Increase of 49% in overage rate for Service Area 1

- \$14 per year for each 2,000 gallons of winter water usage over 4,000 gallons per month
- Equalizes overage rate among Service Areas

Increase of 5% in overage rate for Service Area 2

- \$2 per year for each 2,000 gallons of winter water usage over 4,000 gallons per month
- Rates would have to be increased by 20% in Service Area 1 and 10% in Service Area 2

Storm Water Fund

- Rate increases in prior years have stabilized this fund. No rate increases proposed in FY 2016 budget

Rate history:

- \$3.25 in FY 2012
- \$4.06 in FY 2013
- \$5.08 in FY 2014
- \$7.62 in FY 2015 and FY 2016

Sanitation Fund

- Rate decrease of 10% in all service areas is proposed
- Annual savings to residents of \$14 per year

Street Lighting Fund

General Fund subsidy of Street Lighting Fund is eliminated

- In order to relieve pressure on the General Fund, staff recommends increasing the Street Lighting Fee to cover operations as well as debt service.

50% rate increase recommended

- Annual cost for residents - \$12 per year
- Annual cost for commercial - \$36 per year

Utility Fee Rate Changes for Residents

Service Area #1 - \$25 increase

- Sewer base - \$13
- Sewer overage - \$14
- Street lighting - \$12
- Garbage - \$(14)

Service Area #2 - \$13 increase

- Sewer base - \$13
- Sewer overage - \$2

Proceedings of the Midvale City Council Meeting
May 5, 2015

- Street lighting - \$12
 - Garbage - \$(14)
- Service Area #3 - \$(18) decrease
- Water base - \$(16)
 - Street lighting - \$12
 - Garbage - \$(14)

Process for Finalizing Budget

In-depth review of department budgets by City Council

- May 5th – City Manager
- May 12th – Community Development
- May 19th – Administrative Services
- June 2nd – Public Works
- June 9th – Budget Wrap-up

Public Hearing June 16th

- Adoption of Final Budget, fee schedule, employee compensation plan, and certified tax rate on June 16

Mayor Seghini opened the public comment portion of the hearing. There was no one present who desired to speak to this issue.

MOTION: Councilmember Wayne Sharp moved to close the public hearing. The motion was seconded by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

ACTION: ADOPT RESOLUTION NO. 2015-R-22 A RESOLUTION ADOPTING THE MIDVALE CITY TENTATIVE OPERATING AND CAPITAL BUDGETS FOR THE FISCAL YEAR 2016.

MOTION: Councilmember Wayne Sharp moved to adopt Resolution No. 2015-R-22 a resolution adopting the Midvale City Tentative Operating and Capital Budgets for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016. The motion was seconded by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

MOTION: Councilmember Stephen Brown moved to open a public hearing. The motion was seconded by Councilmember Quinn Sperry. Mayor Seghini called for discussion on

the motion. There being none the Mayor called for a vote. The motion passed unanimously.

B. CONSIDER A TEXT AMENDMENT TO ADD MINOR VEHICLE SALES CATEGORY TO VEHICLE RELATED USES AS AN ADMINISTRATIVE CONDITIONAL USE WITH SPECIFIC STANDARDS; CLEAN INDUSTRIAL, STATE STREET COMMERCIAL AND REGIONAL COMMERCIAL ZONE DISTRICTS

Annaliese Eichelberger said currently, the City's Zoning ordinance has a single category for all Vehicle-Related uses. The Planning Commission asked that staff look into the possibility of adding a category to our Vehicle-Related uses that would allow vehicle sales uses with minimal inventory and outside display as an Administrative Conditional Use. Staff drafted a proposed amendment addressing this in the CI, SSC, and RC zone districts. These are the zone districts that currently allow a vehicle sales use.

The Planning Commission reviewed the proposed amendment on February 25th, 2015. On March 25th, 2015 the Planning Commission conducted a public hearing and forwarded a recommendation to the City Council. The Planning Commission recommended approval of the text amendment with the specific recommended language. To summarize, the Planning Commission's recommendation includes the following changes to the ordinance:

Revising existing definition and adding new definition:

- Vehicle Sales (minor): A business engaged in only the sale of operable vehicles and that display no more than three vehicles outside and ten vehicles inside.
- Vehicle Sales and service (major): A business primarily engaged in the sale of operable vehicles with more than three vehicles displayed outside and ten vehicles inside. Vehicle parts and accessories may be sold, and minor repair and installation of parts and accessories may be performed onsite as part of this use.

Adding new parking requirement for Minor Vehicle Sales:

- Minor Vehicle Sales: 3 spaces, plus 1 per employee per shift and a minimum of 2 for customers.
- Adding new required conditions for Minor Vehicle Sales:
- A maximum of three vehicles may be displayed outside. All vehicles must be parked within an improved parking area in designated parking stalls. Up to ten for sale vehicles may be stored indoors.
 - Vehicles displayed outside shall be located in a manner as to not obstruct drive aisles, doors or pedestrian pathways.
 - The business shall provide three spaces for displayed vehicles, plus a minimum of one parking space per employee per shift and two parking stalls for customers. Depending on the business operation plan, additional spaces may be required for customers.
 - With the exception of three displayed vehicles, no other outdoor storage shall be permitted on site.
 - Any vehicle repair is prohibited onsite.

Mayor Seghini opened the public comment portion of the hearing. There was no one present who desired to speak to this issue.

MOTION: Councilmember Paul Glover moved to close the public hearing. The motion was seconded by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

ACTION: APPROVE ORDINANCE NO. 2015-O-05 APPROVING A TEXT AMENDMENT TO ADD MINOR VEHICLE SALES CATEGORY TO VEHICLE RELATED USES AS AN ADMINISTRATIVE CONDITIONAL USE WITH SPECIFIC STANDARDS; CLEAN INDUSTRIAL, STATE STREET COMMERCIAL AND REGIONAL COMMERCIAL ZONE DISTRICTS

MOTION: Councilmember Stephen Brown moved to adopt Option B, Ordinance No. 2015-O-05, modifying the review process and requirements for Vehicle-Related uses in the SSC, RC, and CI zone districts. The motion was seconded by Councilmember Paul Glover. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

MOTION: Councilmember Paul Glover moved to open a public hearing. The motion was seconded by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

C. CONSIDER A SUBDIVISION PLAT FOR THE ROOFTOPS AT 7800 HUNDRED TOWNHOMES PHASE 5

Lesley Burns said the Rooftops Project includes 131 townhouse units on approximately 6.4 acres located at the northwest corner of 7800 South and Euro Drive. This project has received Small Scale Master Plan approval from the Planning Commission and Final Site Plan approvals for all five phases of the project. These five phases include 16 buildings. Subdivision plats have also been approved for the first four phases, which include 97 units. The four buildings in Phase 5, which include the remaining 34 units in the project, have not been officially subdivided into individual townhouse units. The applicant and developer, Solstice Homes, is requesting subdivision approval to create the 34 individual townhouse units in Phase 5, so these units can be sold.

This plat reflects and is consistent with the Phase 5 area that has received Final Site Plan approval. The proposed plat provides for the individual ownership of each of the townhouse units in the approved Phase 5 Final Site Plan, common area for the landscaped areas, and the private roads providing access to the individual units. These common areas will be owned and maintained by the Homeowners Association. The declaration of covenants, conditions and restrictions document (CC&R's) was completed and recorded with the Phase 1 subdivision plat. The area covered by the CC&R's has been

expanded to include Phases 2, 3 and 4, and will be further expanded to include the units of the Phase 5 area.

All subdivisions require a review and recommendation from the Planning Commission and approval from the City Council. Public hearings are required to be held by each body. The Planning Commission conducted a public hearing on this application on April 8, 2015 and forwarded a positive recommendation to the City Council to approve the preliminary subdivision plat with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, City Planner and City Council.
2. The applicant shall provide evidence that a courtesy notice has been sent to Questar Gas, Rocky Mountain Power, Comcast Cable, Utopia and CenturyLink regarding the utility easements on the subdivision plat prior to the subdivision plat being recorded.
3. The applicant shall expand the area covered by the existing declaration of covenants, conditions and restrictions (CC&R's) for Rooftops at 78 Hundred Townhomes, to 2 include the townhouse units in the Phase 5 area. This amendment to the document shall be recorded concurrently with the subdivision plat.

Since the Planning Commission decision, the applicant has had a final subdivision plat prepared. This final subdivision plat has been reviewed and approved by the City Engineer and Fire Marshal. All utility companies have been notified. A water and sewer letter has been provided by Midvale City. The applicant is working on the document to expand the area covered by the existing declaration of covenants, conditions and restrictions (CC&R's) for Rooftops at 78 Hundred Townhomes, to include the Phase 5 area.

STAFF RECOMMENDATION:

Staff recommended approval of the preliminary and final subdivision plat for the Rooftops at 78 Hundred Townhomes Phase 5 Subdivision with the following conditions:

1. The applicant shall obtain all required signatures on the subdivision plat Mylar.
2. The applicant shall expand the area covered by the existing declaration of covenants, conditions and restrictions (CC&R's) for Rooftops at 78 Hundred Townhomes, to include the Phase 5 area. This amendment to the document shall be recorded concurrently with the subdivision plat.

MOTION: Councilmember Stephen Brown moved to close the public hearing. The motion was seconded by Councilmember Paul Glover. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

MOTION: Councilmember Paul Hunt moved that “Based on compliance with the City’s subdivision requirements and consistency with the approved Final Site Plan for the Rooftops Phase 5 development, as well as the Planning Commission’s recommendation that we approve the Preliminary and Final Subdivision Plat for Rooftops at 78 Hundred Townhomes Phase 5 with the following conditions:

1. The applicant shall obtain all required signatures on the subdivision plat Mylar.
2. The applicant shall expand the area covered by the existing declaration of covenants, conditions and restrictions (CC&R's) for Rooftops at 78 Hundred Townhomes, to include the Phase 5 area. This amendment to the document shall be recorded concurrently with the subdivision plat.

The motion was seconded by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a roll call vote.

The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Abstained

The motion passed unanimously.

VIII. CONSENT AGENDA

- A. APPROVE MINUTES OF APRIL 14, 21, & 28, 2015
- B. SET DATE AND TIME (MAY 19, 2015 AT 7:00 PM) FOR A PUBLIC HEARING TO CONSIDER TEXT AMENDMENTS TO INCREASE THE MAXIMUM RESIDENTIAL DENSITY IN THE SILVER REFINERY OVERLAY AND CREATE NEW PARKING STANDARDS FOR AFFORDABLE SENIOR HOUSING IN ZONES ALLOWING MULTI-FAMILY RESIDENTIAL USES
- C. SET A PUBLIC HEARING (MAY 19, 2015 7:00 PM) FOR A PUBLIC HEARING TO CONSIDER KIMPTON SQUARE LARGE SCALE MASTER PLAN 3-LOT SUBDIVISION; 7612 SOUTH HOLDEN STREET

MOTION: Councilmember Quinn Sperry moved to approve the consent agenda. The motion was seconded by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. DISCUSS UPDATES AND PLANS FOR THE COMMUNITY CENTER

Bess Garza discussed Pod Painting Mural which is beautiful. She reviewed upcoming community events.

Councilmember Paul Hunt expressed his appreciation for the hard dedicated work Bess does for the community.

Mayor Seghini asked Bess to write an article for the City newsletter.

B. DISCUSS TEXT AMENDMENTS TO INCREASE THE MAXIMUM RESIDENTIAL DENSITY IN THE SILVER REFINERY OVERLAY AND CREATE NEW PARKING STANDARD FOR AFFORDABLE SENIOR HOUSING IN ZONES ALLOWING MULTI-FAMILY RESIDENTIAL USES

Lesley Burns stated the Wasatch Group is proposing two text amendments for the City's consideration in order to develop a senior affordable housing development within the Silver Refinery Overlay and the Kimpton Square Master Planned Development. These text amendments include the following:

- Increase the overall maximum residential density allowed in the Silver Refinery Overlay from 16 units per acre to 19.3 units per acre.
- Create a parking standard for senior affordable housing developments.

Density

Currently, the maximum residential density allowed in the Silver Refinery Overlay is 16 units per acre. The request is to change this to 19.3 units per acre across the overlay area. Assuming all other development standards are satisfied when specific development plans are submitted, i.e. open space, parking, setbacks, etc., the overall maximum number of units on the Silver Refinery Overlay property would change from 136 units (16 u/a) to 164 units (19.3 u/a). Staff prepared some proposed language to address this request. This language amends Subsection 17-7-9.12.3.3 (C) which includes the maximum residential density for residential areas within the master planned area from 16 units per acre to 19.3 units per acre across all residential areas.

Parking

Currently, the zoning ordinance has one parking standard for multi-family developments. The parking requirement is based on the number of bedrooms in each unit and reflects a typical family or roommate situation with multiple cars, plus guest parking. It has been the experience of managers of senior affordable housing communities that many of the residents do not drive or have cars, and if they have cars, it is typically only one. This is a result of the combination of age and limited income of the residents in this type of community. With this in mind, the current multi-family parking standard results in unused parking spaces when applied to this type of use. Based on parking counts that have been taken at similar communities, the applicant is proposing a new parking standard be created for "senior affordable housing" developments. The proposed standard includes a minimum of one space per unit plus a minimum of 0.3 spaces per unit for guest parking. This proposed guest parking number is higher than the typical 0.25 space per unit required in other multi-family projects. Because this type of project could occur in any zone that allows a multi-family use, Staff recommended that this standard be available in all zones allowing multi-family uses. These zones include RM-12, RM-25, Mixed Use, State Street Commercial, Transit Oriented Development, Bingham Junction, Silver Refinery Overlay and the State Street Overlay. Staff prepared some proposed language to address this request. This language includes the following:

- Adds a definition for "senior affordable housing" to Section 17-2-19.
- Adds a "senior affordable housing" use and associated parking requirement to the parking tables and sections in the RM-12, RM-25, MU, SSC, TOD, BJ, Silver Refinery Overlay, and SSO.

Planning Commission Recommendation

The Planning Commission reviewed these proposed text amendments and held a public hearing on April 22, 2015. Following the public hearing, the Planning Commission made the following motions:

Density

“I move that we forward a positive recommendation to the City Council to increase the residential density in the Silver Refinery Overlay as included in Attachment A.”

Parking

“Recognizing the community need for senior affordable housing and the distinctive characteristics of this type of multi-family housing, I move that we forward a positive recommendation to the City Council to add language to the ordinance creating a definition for “senior affordable housing” and create a specific parking standard for this use in all zones that allow multi-family uses as included in Attachment B.”

C. DISCUSS KIMPTON SQUARE LARGE SCALE MASTER PLAN 3-LOT SUBDIVISION; 7612 SOUTH HOLDEN STREET

Lesley Burns said on April 22, 2015, the Planning Commission approved an amended Large Scale Master Plan (LSMP) for the Kimpton Square development. This project is located on the 9.36 acre property at the northwest corner of Holden Street and 7800 South. The amended LSMP includes a 2.21 acre multi-family residential area (intended for a senior affordable housing community), a 6.31 acre medium density single-family detached area (intended for 67 single-family homes), and a 0.84 acre public open space parcel (includes pioneer cemetery).

Also on April 22, 2015, the Planning Commission recommended approval of a preliminary subdivision plat that would create a lot for each of the uses within the amended LSMP. This subdivision plat would help facilitate the future Small Scale Master Plans for each of these areas, and is consistent with the areas depicted on the amended LSMP, as well as what is anticipated with the future development for each of these areas. The Planning Commission’s recommendation included the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal and City Council.
2. The applicant shall provide evidence that a courtesy notice has been sent to Questar Gas, Rocky Mountain Power, Comcast Cable, Utopia and CenturyLink regarding the utility easements on the subdivision plat prior to the subdivision plat being recorded.

The applicant is working on completing these items.

During the public hearing, concerns were raised from some of the descendants of those who may be buried in the pioneer cemetery regarding the boundary of the cemetery. As part of its motion, the Planning Commission wanted these concerns noted for the City Council, and recommended that the City Council “takes appropriate steps to ensure, in so far as possible, that the cemetery boundary is defined.”

MOTION: Councilmember Quinn Sperry moved to open public comment. The motion was seconded by Councilmember Paul Glover. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

Frank Henry Cutler said they are descendants from Harmon Cutler, the original man who settled in Midvale. He and his two sons owned large acres of ground received from the federal government. He allowed settlers to settle on their property. When they died Harmon provided that cemetery. There have been a lot of bad money deals dealing with this land. He said there are Indian burial grounds in there and they should be protected. The Indians want it and want it treated correctly. We should ask permission from the Indian’s to put buildings on the land. He wants to arrange for time to come back and talk for a half hour. He felt the scouts that looked for graves in the cemetery were incorrect because they were not archeologists.

Mr. Cutler's son said they just want some compromise. He wants to make sure that due diligence is done before buildings are put on the property.

Danny Walz said the letter written to the Utah Daughters of the pioneers in 1999 was in hopes the property would be turned over to them and left as a park but that did not happen. The study done by James and Moore was used as the basis for putting the white picket fence there and the boundary of the cemetery. There is no evident to suggest otherwise. The property owner was disingenuous from the beginning so there is not much we can believe. The boy scouts were just testing a theory hypothesis not legitimizing there were bodies there. We are working with the developer to come with a compromise to keep open space in that area. The City does not control the property, and we are doing what we can.

MOTION: Councilmember Wayne Sharp moved to close public comment. The motion was seconded by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

D. DISCUSS DEPARTMENT LEVEL REVIEW OF FY2016 TENTATIVE BUDGET
Kane Loader discussed the City Managers Budgets.

City Manager's Budgets

- City Council
- General Administration
- City Attorney
- Community/Intergovernmental Relations
- Harvest Days
- Public Safety
- Telecommunications

City Council

Line Item Changes

- Personnel +\$7,000
- IT Equipment +\$2,000
- Prof. Services (Lobbyist) -\$15,000
- Misc. Supplies -\$ 500
- **(-\$6,500)**

General Administration

Line Item Changes

- Personnel Costs +\$20,200
- Changed Administration Receptionist position from 2-PTE to 1-FTE
- **(+\$19,800)**

City Attorney

- First full year of all contracted legal services
- **(-\$46,800)**

Community/Intergovernmental Relations

- Personnel Costs +\$3,300
- Salaries and benefits for CBC
- IT Equipment +\$1,200
- Newsletter (monthly) +\$25,000
- Boys & Girls Club grants -\$110,600
- Not showing SL County pass through grant
- Arts Council grants \$21,000
- City grants for production and 1/2 of PTE

Proceedings of the Midvale City Council Meeting
May 5, 2015

- Volunteer Appreciation +\$700
- Fleet Vehicle Replacement +\$1,900
- **(-\$87,400)**

Harvest Days

- City float will be on a refurbish cycle next year **(-\$14,000)**

Public Safety

- Personnel Costs +\$7,000
- Full year FTE Emergency Mgr. UPD Contract +\$80,500
- Requested increase of \$390,000 Animal Control Contract +\$18,600
- Increased cost for No Kill Shelter Education -\$4,900
- Emergency Mgt. training grants Equipment -\$11,600
- Emergency Mgt. grants Fleet replacement +\$2,300
- **(+\$73,100)**

Telecommunications

- Pledge payment will increase by 2% +\$32,500
- UTOPIA Operations shortfall will end by January 2016 (1/2 year payment) -\$62,500
- **(-\$50,800)**

X. CLOSED SESSION TO DISCUSS THE PURCHASE, EXCHANGE OR SALE OF REAL PROPERTY

MAYOR: JoAnn Seghini

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Paul Hunt
Council Member Quinn Sperry
Council Member Wayne Sharp
Council Member Stephen Brown

STAFF: Kane Loader, City Manager; Phillip Hill, Assistant City Manager/Community and Economic Development Director; Laurie Harvey, Assistant City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Bob Davis, Public Works Director; Chad Woolley, City Attorney; Danny Walz, RDA Director; Annaliese Eichelberger, Planner I/RDA Coordinator; and Jarin Blackham, IT Manager.

MOTION: Councilmember Wayne Sharp moved to move into closed session to discuss the purchase, exchange or sale of real property. The motion was seconded by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a roll call vote. The voting was as follows:
Council member Stephen Brown Aye

Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

The Council went into closed session at 9:54 p.m.

MOTION: Councilmember Wayne Sharp moved to reconvene into open session. The motion was seconded by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the Mayor called for a vote. The motion passed unanimously.

The Council reconvened into open session at 10:01 p.m.

XI. AJOURN

MOTION: Councilmember Wayne Sharp MOVED to adjourn the meeting. Councilmember Paul Hunt SECONDED the motion. Mayor Seghini called for discussion on the motion. There being none, she called for a vote. The motion passed unanimously.

The meeting adjourned at 10:01 p.m.

**Rori L. Andreason, MMC
CITY RECORDER**

Approved this 19th day of May, 2015.



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2015

SUBJECT: Interlocal Agreement between Salt Lake County and Midvale City for the Construction and Operation of a Senior Center

SUBMITTED BY: Chad Woolley, City Attorney

SUMMARY:

Salt Lake County has provided senior center programming in Midvale for many years. When the City decided to build its new Municipal Center, the City and County negotiated to build a new senior center on the adjacent property.

This Interlocal Agreement is a culmination of those negotiations. Over the 50 year term of the contract, the County will continue to provide senior services at the new 'Salt Lake County Midvale Senior Center.'

In essence, the agreement also states that Midvale owns the property that the senior center is built on, and the County owns the building itself. The County will be responsible for paying for the construction costs of the new building and maintaining the interior of the building. Midvale will be responsible for maintaining the exterior of the building and providing transportation for the senior center.

I am confident that the Interlocal Agreement is a win-win for the city and county. Our residents will continue to enjoy excellent senior center programming while enjoying the benefits of being in a new, beautiful building.

FISCAL IMPACT: Minimal costs of snow removal, trash pickup, and landscaping.

STAFF'S RECOMMENDATION AND MOTION: I move that we approve Resolution No. 2015-R-15 Authorizing the Mayor to execute an Interlocal Agreement between Salt Lake County and Midvale City for the Construction and Operation of a Senior Center.

Attachments: Proposed Resolution
Interlocal Agreement

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-15**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL
AGREEMENT BETWEEN MIDVALE CITY AND SALT LAKE COUNTY FOR THE
CONSTRUCTION AND OPERATION OF A SENIOR CENTER**

WHEREAS, Midvale and Salt Lake County are public agencies as defined by the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to 314 (1953 as amended) (the “Act”); and

WHEREAS, the Parties are authorized under the Act, to enter into an agreement with one another for joint or cooperative action; and

WHEREAS, Midvale and Salt Lake County have a mutual interest in providing senior residents with a new senior center; and

WHEREAS, Salt Lake County, through its Division of Aging and Adult Services, maintains a system of senior centers throughout Salt Lake County; and

WHEREAS, the Parties desire to construct a new senior center to replace the existing senior center to better serve the needs of Midvale residents in the most effective and efficient manner.

WHEREAS, the Parties desire to enter into an agreement to construct and operate a senior center on Midvale’s property at 7540 S. Main Street; and

WHEREAS, Midvale agrees to lease the property for the Senior Center to the County; and

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve the Interlocal Agreement and authorizes the Mayor to sign the same between Midvale City and the Salt Lake City.

APPROVED AND ADOPTED this 19th day of May, 2015.

JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____
Quinn Sperry	_____	_____

**INTERLOCAL AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
MIDVALE CITY
FOR THE CONSTRUCTION AND OPERATION OF A SENIOR CENTER**

This agreement is made and entered into this ____ day of _____, 2015, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the “COUNTY”), for its Division of Aging and Adult Services and MIDVALE CITY, a Utah Municipal corporation (the “CITY”); the COUNTY and CITY each being hereinafter referred to as the “Party” in the singular and collectively as the “Parties” in the Plural.

RECITALS

- A. WHEREAS, COUNTY and CITY are public agencies as defined by the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to 314 (1953 as amended) (the “Act”); and
- B. WHEREAS, the Parties are authorized under the Act, to enter into an agreement with one another for joint or cooperative action; and
- C. WHEREAS, CITY and COUNTY have a mutual interest in providing senior residents with a new senior center; and
- D. WHEREAS, COUNTY, through its Division of Aging and Adult Services, maintains a system of senior centers throughout Salt Lake County in both incorporated and unincorporated areas; and
- E. WHEREAS, the Parties desire to construct a new senior center to replace the existing senior center to better serve the needs of CITY residents in the most effective and efficient manner.
- F. WHEREAS, the CITY has constructed a new Municipal Center in the north end of historic Main Street in the area of 7505 S. Holden Street in the CITY (the “Municipal Center”); and
- G. WHEREAS, CITY has developed a Municipal Facilities Master Plan (the “Plan”) that identified a proposed location for the new Salt Lake County Midvale Senior Center adjacent to the Municipal Center; and
- H. WHEREAS, CITY owns certain real property located at approximately 7540 S. Main Street in Midvale, Salt Lake County, Utah (the “property”); and
- I. WHEREAS, the Parties desire to enter into an agreement to construct and operate a senior center on the CITY’s real property (the “Senior Center”); and
- J. WHEREAS, CITY agrees to lease to the County the property for the Senior Center; and

- K. WHEREAS, the Parties acknowledge that the Parties can recognize cost savings and economies of scale by coordinating cost sharing and reimbursements between the Parties for their respective construction projects; and
- L. WHEREAS, the Parties have determined that it would be in the public interest to cooperate with each other to coordinate their efforts for the construction of the Municipal Center and Senior Center; and
- M. WHEREAS, under the authority of the Utah Municipal Building Authority Act, Utah Code Ann. §§ 17A-3-901, *et seq.*, COUNTY has established the Municipal Building Authority of Salt Lake County (the “MBA”) and desires to fund its portion of the development and construction of the Senior Center through bonds issued by the MBA; and
- N. WHEREAS, CITY is desirous of having COUNTY continue to provide Senior Center programming within the Midvale area as soon as the construction of the new Senior Center is complete; and
- O. WHEREAS, COUNTY is desirous of having CITY maintain the CITY’s real property surrounding the Senior Center after it becomes operational; and
- P. WHEREAS, COUNTY will maintain the interior and exterior of the Senior Center building after it becomes operational.

NOW, THEREFORE, the Parties, in consideration of the promises and covenants contained in this Agreement, the receipt of which is acknowledged, covenant and agree as follows:

AGREEMENT

1. PROJECT.

The COUNTY and CITY agree to cooperate and construct the Senior Center within a portion of the property owned by the CITY more particularly described in Exhibit “A.”

2. LEASE OF REAL PROPERTY.

- A. The CITY leases to COUNTY the property described in Exhibit A.
- B. COUNTY has agreed to construct and operate a Senior Center on the property and upon completion of the construction of the Senior Center, the CITY has agreed to maintain the real property surrounding the Senior Center.
- C. The term of the lease is the same as the term of the Agreement as stated in Section 5, which is fifty (50) years.
- D. In consideration of the lease of the property, COUNTY shall construct a Senior Center on the property and provide Senior Center programming at the Senior Center during the term of the Parties’ Agreement.
- E. COUNTY shall not assign or sublet any portion of the property without prior written consent of CITY.

- F. Upon expiration of the term of this lease, the COUNTY shall no longer be obligated to provide Senior Center programming. If after the expiration of the term of this lease, COUNTY ceases to use the building as a senior center, CITY shall have the option to purchase the Senior Center building and any other related improvements. To the extent the COUNTY no longer uses the building as a Senior Center and the CITY does not exercise its option to purchase the building, the Joint Board referenced in Section 29, will meet and act in good faith in determining a mutually agreeable use for the Senior Center building.
- G. CITY shall ensure that no liens or encumbrances are lodged against the real property. CITY will not convey any portion of the real property or create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, pledge, lien (statutory or contractual), security interest, encumbrance or charge or conditional sale or other title retention agreement with respect to the property.
- H. COUNTY shall be responsible to pay and discharge all taxes and assessments and other charges or impositions levied against or affecting the real property or which might become a lien thereon, except to the extent the COUNTY is otherwise exempt from any such taxes or assessments. COUNTY is also responsible for all liabilities, charges, fees, obligations, liens and encumbrances associated with or relating to COUNTY's use of the real property and operation of the Senior Center.
- I. CITY warrants to the best of its knowledge, that on the date of this Agreement, no hazardous wastes, substances, pollutants or contaminants have been placed or disposed of on the property in violation of state or federal law. COUNTY shall not manufacture, store (except those substances which are customarily stored on or about the premises in small quantities such as office supplies and other materials routinely used for cleaning and maintenance purposes), treat or dispose of on the property any hazardous waste or hazardous substance regulated by any city, county, State or Federal governmental authority. COUNTY shall, during the Term and any extensions thereof of this Agreement, comply with all city, county, State and Federal laws, and ordinances in effect as of the date of this Agreement and any amendments thereto regulating the protection of human health and the environment.
- J. CITY covenants that upon fully complying with and properly performing all the terms, conditions, covenants herein to be performed by COUNTY, the COUNTY shall have and quietly enjoy the property for the term set forth in Section 5 of the Agreement.

3. NAMING.

The Senior Center to be constructed shall be known as the "Salt Lake County Midvale Senior Center." Any amendment to the name of the center shall be only by the mutual written agreement signed by the Parties hereto.

4. PROJECT DEVELOPMENT TEAM.

The COUNTY, with the input of the CITY, shall be responsible for all matters relating to the design, architecture and construction of the Senior Center. The COUNTY and CITY will

form a Project Development Committee that will oversee the design and architecture of the Senior Center. The Committee will be selected jointly by the COUNTY and CITY and will include a minimum of two (2) representatives from the COUNTY and one (1) representative from the CITY.

CITY has assembled a Design Team which developed a Municipal Facilities Master Plan and have identified the proposed location for the new Midvale Senior Center facility. The Senior Center is intended to be designed, operated in cooperation with, and to architecturally compliment the adjacent Midvale Municipal Center and to support Midvale's Historic Main Street. The CITY's Design Team has developed the architectural designs for the new Municipal Center and has also completed overall master planning, site selection, conceptual site design, and initial programming for the proposed senior center, with COUNTY approval.

5. TERM.

The Parties hereby agree that time is of the essence with regards to fulfilling the conditions and requirements stated herein. This Agreement shall terminate fifty (50) years from the date of execution.

6. COMPLIANCE WITH INTERNAL REVENUE CODE FOR TAX EXEMPT STATUS OF BONDS.

The Parties recognize that the bonds the COUNTY expects to issue through the MBA will bear interest which is intended to be tax exempt for federal tax purposes. In order to assure compliance with the requirements of the Internal Revenue Code ("Code") applicable to the tax exempt status of interest on the bonds, the Parties hereby covenant and agree as follows:

- A. No portion of the Senior Center financed with proceeds of the bonds will be used for any private business as defined in 26 U.S.C.A. § 141(b). The COUNTY shall continually own and use the Senior Center for services for senior citizens use as long as the bonds are outstanding. Uses that may count as private business use include sale or leasing of or management contracts for the Senior Center, use for advertising or other private (non-governmental) or political benefit, or its use in any activity constituting an unrelated trade or business for purposes of the Code.
- B. Any management contract for the Senior Center or any portion of it will comply with the requirements of 26 CFR 1.141-3(d)(5) for contracts that do not constitute private business use. For this purpose, a contract is not a management contract if it is for services that are solely incidental to the primary function of the Senior Center, such as contracts for janitorial service or equipment repair or uses permitted by 26 CFR 1.141-3(d)(5).

7. RESPONSIBILITES OF THE PARTIES BEFORE AND DURING CONSTRUCTION:

- A. CITY shall pay for the construction of a shared dumpster pad and enclosure located at a location agreed upon by both the CITY and COUNTY. On trash day pick-up, the Senior Center staff will be responsible to place the recycling and trash containers outside of the dumpster enclosures.
- B. COUNTY and the COUNTY's future general contractor shall be responsible for debris and trash removal during the construction of the Senior Center site, but not beyond the identified Senior Center site construction boundaries. Once the new Senior Center is

completed and in operation, the CITY will be responsible for trash collection and removal from the shared dumpster pad.

- C. COUNTY shall pay for remediation, demolition and site preparation costs for the Fraternal Order of Eagles property as part of their development of the Senior Center site. The remediation will be limited to the 18,193.9 square feet for the FOE site.
 - D. The western portion of the Municipal Center site bordering Holden Street is to remain undeveloped and is approximately 25,405 square feet (“vacant parcel”). It is the intention of the Parties to set aside this area for future use and this vacant parcel will serve as a failsafe should anticipated shared parking ends prove to be less than the actual demand.
 - E. CITY shall pay for the cost to improve the vacant parcel with landscaping and irrigation.
 - F. CITY and COUNTY agree to share costs and expenses as appropriate for the construction of the Senior Center and adjoining Municipal Center.
 - G. The COUNTY is authorized to reimburse a portion of the appropriate share of expenses to the CITY, for expenses related to tie into the adjacent Municipal Center’s water line and appropriate share of expenses to tie into the adjacent project’s storm water line for the construction of the Senior Center.
 - H. COUNTY shall build and maintain a cedar fence on the southern portion of the Senior Center property line.
 - I. COUNTY shall trench and provide for one single (4) inch PVC conduit for utilities infrastructure in front of the Senior Center where the CITY will in turn then extend conduit to the project North limit line, cap and mark for future extension by the COUNTY as described in Exhibit “B.”
 - J. Any further reimbursement by the COUNTY to the CITY will be permitted based on a recommendation of the Project Development Team and approval of the Board as defined in the Interlocal Agreement.
 - K. As of the date of the Agreement, no contaminated soils or other hazardous materials (“hazards”) have been found. If in the future, any hazards are encountered during the course of construction, they shall be removed and disposed of at the CITY’s expense. The COUNTY shall notify CITY immediately upon discovery of hazards and give the CITY 30 days to remedy the hazards. The work shall be executed in a timely manner to avoid excessive delays to the Senior Center construction project. Reasonable construction delay costs associated with the above described work shall be borne by the COUNTY.
8. RESPONSIBILITIES OF THE CITY:
- A. Provision of Senior Center, Staff and Equipment:

CITY shall:

1. Waive all its development and permitting fees that might otherwise be normally assessed.
2. Lease to the COUNTY the property described in Exhibit A pursuant to the terms of the Lease described in Section 2 of the Agreement.
3. Provide for all grounds maintenance needs for the Senior Center, including labor, chemicals, supplies and equipment. Grounds maintenance shall include: lawn maintenance, shrub bed maintenance and replacement; parking lot maintenance, tree pruning and replacement.
4. Provide for all snow removal in parking lots and walks to allow reasonably safe entrance and exit to and from the Senior Center building.
5. Provide regular trash and garbage collection from the Senior Center building and grounds that is placed in the dumpster referenced in Section 7.A.
6. Provide van(s) and pay all operating costs for the van(s), including driver(s), associated with transporting seniors to the Senior Center and other activities within Salt Lake County. CITY shall provide transportation to the Senior Center to all those eligible for services in Midvale and other areas mutually agreed upon, as can be accommodated.
7. Provide, train, and supervise driver(s) at least twenty (20) hours per week to transport seniors to the Senior Center and to pre-approved activities through the year.
8. Have an elected official or a staff member attend the meetings of the Midvale Senior Center Advisory Council (the "Advisory Council").
9. Provide Utah Telecommunication Open Infrastructure Agency ("UTOPIA") internet connection to the Senior Center's facility at CITY's expense.

B. Eligible Clientele.

CITY agrees that all those individuals determined eligible for services by COUNTY shall be eligible for the services at the Center, regardless of the location of their residence.

C. Licensing.

Both Parties shall comply with all applicable licensing or permitting required by federal, state, or local law, except for County's responsibility for the Senior Center building and adjoining property.

D. Access to records.

CITY shall, upon request, allow authorized representatives of COUNTY, the state, or an authorized federal agency to have access to the CITY's Senior Center records to confirm CITY's compliance with the specifications of this Agreement. All of CITY's Senior Center records and other documents relative to this Agreement shall be retained for at least six (6) years after COUNTY makes its last bond payment required under this

Agreement, or six (6) years after completion of any U.S. Department of Human Services audit of COUNTY's Division of Aging and Adult Services.

E. Assurance of Compliance.

The COUNTY will attempt to provide at least ten (10) calendar days' notice of any Senior Center operating guidelines it imposes and as much notice as possible of any imposed by the State or Federal government.

F. Assignability.

Both Parties agree they shall not subcontract, assign, or transfer any rights or duties under this Agreement to any other party or agency without the prior written consent of the other party. If such consent is obtained, this Agreement can be modified to incorporate the assignment by appending said consent to the agreement.

9. RESPONSIBILITIES OF COUNTY:

A. Provision of Staff, Equipment and Midvale Senior Center Advisory Council

COUNTY shall:

1. Schedule and provide activities and programs at the Senior Center comparable to other COUNTY run senior centers.
2. Operate the Senior Center at least five (5) days per week, weather permitting, for COUNTY meal and other programs for seniors (or more often as the Parties may agree) and provide information to senior residents concerning dates and times for meals and other activities.
3. Hire, train, supervise and budget for Senior Center manager and other program staff.
4. Manage, give technical assistance, and supervise all COUNTY staff and volunteers providing services to senior citizens attending the Senior Center.
5. Collect, record, and deposit donations for meals and other COUNTY programs according to procedures established by Salt Lake County Aging and Adult Services.
6. Establish a Midvale Senior Center Senior Advisory council (the "Advisory Council") to provide input into and support the programs provided at the Senior Center. COUNTY will, at a minimum, have one staff member attend meetings to provide assistance to the Advisory Council.
7. Provide and pay all costs associated with maintaining the interior infrastructure and exterior of the Senior Center in which meals, programs and services for senior citizens will be provided. Exterior maintenance shall include: lawn sprinkling system maintenance, parking lot lighting, maintaining exterior building walls, brick, fascia, rain gutters, graffiti removal, exterior building painting, and exterior glass replacement and cedar fencing.

8. Provide all janitorial needs of the building including labor, supplies, trash can liners, removing trash and recycling to the dumpster and equipment needed to maintain the cleanliness of the building.
 9. Pay all costs of the utilities, including telephones and data.
 10. Maintain records needed for the proper and efficient operation of the program and as required by law and agreement.
 11. Provide the CITY designee a schedule of Senior Center usage for senior programming.
 12. Provide signage at the Senior Center indicating the Senior Center is operated by COUNTY.
 13. Decorate the interior of the building.
 14. COUNTY shall provide appropriate consultation and technical assistance as it deems necessary or as is reasonably required by CITY to assure satisfactory performance in providing the contracted services in areas to include, but not limited to establishing a senior center operation based on program standards and feasibility.
 15. COUNTY shall provide meals to the Senior Center five (5) days per week, weather permitting.
 16. COUNTY will provide all forms and materials necessary for documenting the meals and services provided at the Senior Center.
 17. COUNTY shall provide supplies and materials necessary for the provision of meals to the Senior Center.
 18. COUNTY shall have the right to audit, monitor, evaluate, and inspect all aspects of the program under this Agreement at such time deemed necessary by COUNTY to determine compliance with the provisions of this Agreement and applicable federal, state, or county laws or regulations.
 19. COUNTY shall make available to the CITY, all COUNTY prepared reports, audits, and evaluations, if it is necessary to provide them due to the terms of the Agreement.
10. OWNERSHIP.
- The COUNTY will own the Senior Center building that will be constructed on the real property described in Exhibit "A". If after the expiration of the term of this Agreement and Lease of Real Property referenced in Section 2.F, COUNTY ceases to use the building as a senior center, CITY shall have the option to purchase the Senior Center building and any other related improvements. To the extent the COUNTY no longer uses the building as a Senior Center and the CITY does not exercise its option to purchase the building, the Joint Board referenced in Section 29, will meet and act in good faith in determining a mutually agreeable use for the Senior Center building.
11. BUILDING USAGE.

The Parties agree that the scheduling priority of the Senior Center is for use for senior activities and programs. Any non-senior activities or programs must be scheduled with the approval of the Senior Center manager. The Parties agree to coordinate and inform each other of programs and activities scheduled during the times they each have scheduling authority and responsibility.

12. DISCRIMINATION.

The Parties agree that no person shall, on the grounds of race, color, national origin, religion, age, disability, genetic information, gender, gender identity, pregnancy, sexual orientation, marital status and military or veteran status, be excluded from participation in, be denied the benefits of, be subject of discrimination, or discriminated against for employment or for services or programs operated by the Senior Center made possible, by or resulting from this Agreement.

13. CONFIDENTIALITY.

The Parties hereby agree that all information regarding recipients of service provided by this Agreement or any subcontractors shall be confidential to the extent allowed by law. Publication of any information that would identify an individual recipient is prohibited except upon written consent of the recipient or the legal guardian, except where connected with the administration of the Agreement and the responsibilities of the COUNTY or CITY.

14. MODIFICATION AND NOVATION.

The Parties hereby agree that this Agreement shall not be subject to change, addition, or erasure or any other modification or novation except by the mutual written agreement signed by the Parties hereto.

15. TERMINATION.

Upon the expiration of all bonds issued to finance the Senior Center, the Parties hereby agree that either Party shall have the right to terminate this Agreement by giving the other Party ninety (90) days' notice in writing by registered mail, return receipt requested, specifying the reason or reasons therefore. If notice is so given, this Agreement shall terminate upon the expiration of ninety (90) calendar days and the liability for the Parties hereunder for the further performance of the terms of this Agreement shall there upon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. In the event of termination, all unexpected grant funds and property, personal or real, held by either Party which belongs to the other Party to the Agreement shall be returned to the proper Owner within sixty (60) calendar days of the notice of termination. Notices shall be sent to the CITY and COUNTY pursuant to Section 23 of this Agreement. The Parties may not terminate this Agreement before the expiration of the bond(s).

If either party exercises the termination clause resulting in the COUNTY's decision to stop programming and no longer use the building as a Senior Center, the Joint Board referenced in Section 29, will meet prior to the termination of this Agreement and act in good faith in determining a mutually agreeable use for the Senior Center building.

16. TITLE TO EQUIPMENT.

Title to all personal property purchased or provided by COUNTY shall be retained by COUNTY.

17. INDEMNIFICATION.

Both Parties are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, et seq. (2011, as amended) (the "Act"). Consistent with the terms of the Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Act.

18. NON-FUNDING.

The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year, which is June 30, 2015, for the CITY and December 31, 2015, for the COUNTY. Each Party's obligation for performance for this Agreement beyond that date is contingent upon funds being appropriated for payment due and providing the services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds are appropriated and budgeted. Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the Parties and no right or action or damages or the relief shall accrue to the benefit of the other Party as to this agreement or any portion thereof, which may so terminate and become null and void.

If the non-funding results in the COUNTY's decision to stop programming and no longer use the building as a Senior Center, the Joint Board referenced in Section 29, will meet and act in good faith in determining a mutually agreeable use for the Senior Center building during the time of non-funding.

19. ENTIRE AGREEMENT.

This Agreement, its exhibits and attachments, and the applicable laws, regulations and policies referenced herein, constitute the entire Agreement between the Parties regarding the subject matter hereof and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any Party. Each Party has relied upon its own examination of the full Agreement and the counsel of its own advisors. This Agreement may not be modified except by written instrument executed by both Parties.

20. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the Parties, and their successor and assigns.

21. NON-WAIVER.

A waiver by either Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such waiver shall not affect the waiving Party's rights with respect to any other or further breach.

22. SEVERABILITY.

It is understood and agreed upon by the Parties hereto that if any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

23. NOTICES.

All notices, consents, waivers or other instruments of communication required to be given under this Agreement shall be deemed properly given if, delivered personally or sent by registered or certified mail, postage prepaid, to the following addresses.

COUNTY: Salt Lake County
Division of Aging and Adult Services
Attn. Director of Aging and Adult Services
2001 South State Street, Suite S1-600
Salt Lake City, UT 84190-2000

Copy to: Salt Lake County
Office of the District Attorney
2001 South State Street, Suite S3-600
Salt Lake City, UT 84190-1210

CITY: Midvale City
Attn: City Manager
7505 Holden Street
Midvale, UT 84047

Copy to: Midvale City
Attn: City Attorney
7505 Holden Street
Midvale, UT 84047

24. THIRD PARTIES.

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board or entity, other than the Parties hereto and their successors, any right or remedies of this Agreement, as a third-party beneficiary or otherwise.

25. HEADINGS.

The headings used in this Agreement are for convenience only and in no way define, limit or describe the scope of this Agreement or the intent of any provision.

26. APPROVAL BY ATTORNEY.

This Agreement shall be submitted to the authorized attorneys for the COUNTY and CITY for approval in accordance with the Interlocal Cooperation Act, Utah Code Ann. § 11-13-202.5(3).

27. RATIFICATION.

This Agreement shall be approved by COUNTY and CITY, through appropriate action, in accordance with the Interlocal Cooperation Act, Utah Code Ann. § 11-13-202.5.

28. NO INTERLOCAL ENTITY.

Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-206(b), the Parties agree that they do not, by this Agreement, create an interlocal entity.

29. JOINT BOARD.

Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertakings under this Agreement shall be administered by a joint board (the "BOARD") consisting of the COUNTY mayor (or designee) and the CITY mayor (or designee). Any real and personal property acquired by the Parties' cooperative undertaking herein shall be acquired, held, and disposed by each Party pursuant to applicable laws and ordinances.

[Signatures on following page]

IN WITNESS WHEREOF, the COUNTY, by resolution of its Council, a certified copy of which is attached hereto, authorized this Agreement to be signed by its mayor or designee and attested by its clerk, and the CITY, by resolution duly adopted by its municipal council, a certified copy of which is attached hereto, authorized this Agreement to be signed by its mayor and attested by its recorder.

SALT LAKE COUNTY

By: _____
Ben McAdams, Mayor or Designee

ATTEST:

By: _____
SHERRIE SWENSEN
Salt Lake County Clerk

Date signed: _____

APPROVED BY SALT LAKE COUNTY AGING AND ADULT SERVICES:

By: _____
Rebecca H. Kapp
Director

Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-9

By: _____
Neil R. Sarin
Salt Lake County Deputy District Attorney

Date signed: _____

MIDVALE CITY

By: _____
JoAnn B. Seghini, Mayor or Designee

ATTEST:

By: _____
Rori Andreason
City Recorder

Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-9

By: _____
Chad Woolley
Midvale City Attorney

Date signed: _____



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2015

SUBJECT:

3rd Amendment to the Open Space Exhibits in the Development Agreement for The Junction at Midvale Project - Resolution No. 2015-R-23

SUBMITTED BY:

Matt Hilderman, Associate Planner

SUMMARY:

The Bingham Junction Zone and the Junction at Midvale Development Agreement requires a minimum of 20% open space for the overall project area. The Development Agreement, executed in November 2007, included a master open space plan and exhibit depicting the locations of this 20% open space, specifically Section 2 and Exhibits C and D of the Junction at Midvale Development Agreement. As development has occurred within the Junction at Midvale project area, some of the open space areas have been adjusted and relocated to better accommodate the actual development while still meeting the intent of the original open space plan. The last amendment to the master open space plan was adopted by the City Council in 2014. A copy of this approved open space exhibit is attached.

The Arbor Gardner Group has been working on a new office building and campus proposal identified as CHG (Comp Health Group) to be located on 12.97 acres between 7200 South and Junction View Drive with The Junction at Midvale Project. This development includes the required 80-foot wide public open space adjacent to 7200 South, the required 50-foot wide public open space adjacent to Bingham Junction Boulevard, and the required 30-foot wide public open space adjacent to Junction View Drive. The 43-foot wide public open space parcel located along the East boundary of this parcel and adjacent to Grandeur View Way bisects CHG's proposed parking structures and does not fit within the new development plan. To address this issue Arbor Gardner has proposed an amended open space plan for the City Council's consideration. This proposed amended open space plan is attached along with an illustration showing the open space being eliminated and the open space areas being added. Specifically, this proposed amended open space plan includes the following changes from what is currently adopted:

- Parcels "I" and "H" have been adjusted to reflect the actual development conditions and property dedication
- Increase the width of the linear open space along Junction View Drive (Parcel I)
- Increase the width of the linear open space along the rail line (Parcel H)
- Increase the width of the linear open space along Bingham Junction Blvd. (Parcel I)
- Decrease the width of the linear open space along Grandeur View Way (Parcel I)

The amended open space plan does not reduce the amount of open space being provided; there is no net loss of open space for the overall project area and actually provides an additional 0.18 acres of open space. Staff believes the amended plan maintains the overall intent of the required 20% open space, while working with the existing and future development conditions of the area.

Staff was provided an amendment to the existing Development Agreement for the City Council's consideration. This Third Amendment to the Open Space Exhibits in the Development Agreement for the Junction at Midvale Project, as written, does not replace the existing agreement, but simply states the areas of the existing agreement that would be changed. All other conditions and terms of the original Development Agreement are kept the same.

If the City Council is comfortable with the proposed amendment to the agreement, Staff has prepared a resolution, attached, that would authorize the Mayor to sign the amendment on behalf of the City.

FISCAL IMPACT: N/A

STAFF RECOMMENDATION:

Staff recommends the City Council adopts Resolution No. 2015-R-23, authorizing the Mayor to sign the proposed Third Amendment to the Open Space Exhibits in the Development Agreement for The Junction at Midvale Project.

RECOMMENDED MOTION:

"I move that we adopt Resolution No. 2015-R-23, authorizing the Mayor to enter into an agreement for a third amendment to the Open Space Exhibits in the Development Agreement for The Junction at Midvale Project as provided for in the agreement presented."

Attachments:

- Adopted Open Space Exhibit for The Junction at Midvale Project D.A.
- Proposed Amended Open Space Exhibit and changes
- Resolution and Development Agreement Amendment



SALT LAKE CITY
 90 E. Fort Union Blvd
 Suite 100
 Midvale UT 84047
 Phone: 801.255.0529
 Fax: 801.255.4449

LAYTON
 Phone: 801.547.1100

PLEASANT GROVE
 Phone: 801.796.8145

TOOELE
 Phone: 435.843.3590

WWW.ENSIGNUTAH.COM

ARION GARDNER
 BINGHAM JUNCTION
 HOLDINGS, LLC

CONTACT:
 PHONE:
 FAX:

**BINGHAM JUNCTION
 OPEN SPACE EXHIBIT**
 MIDVALE CITY, UTAH

**OPEN SPACE
 EXHIBIT**

PROJECT NUMBER: 4584
 DATE: 7/24/14
 DRAWN BY: KTW
 CHECKED BY: RQE
 PROJECT NUMBER: RQE

C 1.0

	NORTH AREA (ACRES)	SOUTH AREA (ACRES)	TOTAL AREA (ACRES)
OVERALL AREA	114.88	99.24	214.12
BINGHAM JUNCTION BLVD	4.01	5.58	9.59
OTHER ROADWAYS	6.38	5.03	11.41
OPEN SPACE	20.43	18.24	38.71

TOTAL AREA 214.12 ACRES
 LESS ROADWAYS 21.00 ACRES
 NET AREA 193.12 ACRES
 REQ'D OPEN SPACE = 0.2 x 193.12 ACRES = 38.62 ACRES
 ACTUAL OPEN SPACE 38.71 ACRES
 LESS REQ'D OPEN SPACE 38.62 ACRES
 EXCESS OPEN SPACE 0.09 ACRES

	OPEN SPACE PARCEL AREAS	
	FEB. 21, 2012 (ACRES)	ADJUSTED (ACRES)
PARCEL A	12.31	12.31
PARCEL B	3.06	3.06
PARCEL C	1.66	1.66
PARCEL D	0.39	0.39
PARCEL E	0.91	0.91
PARCEL F	0.95	0.95
PARCEL G	3.47	3.39
PARCEL H	3.95	3.90
PARCEL I	2.88	3.01
PARCEL J	1.07	1.07
PARCEL K	0.20	0.20
PARCEL L	1.31	1.31
PARCEL M	3.36	3.57
PARCEL N	-	-
PARCEL O	1.27	1.27
PARCEL P	0.71	0.50
AREA X	0.49	0.49
AREA Y	0.72	0.72
TOTAL	38.71	38.71

ADJUSTED OPEN SPACE

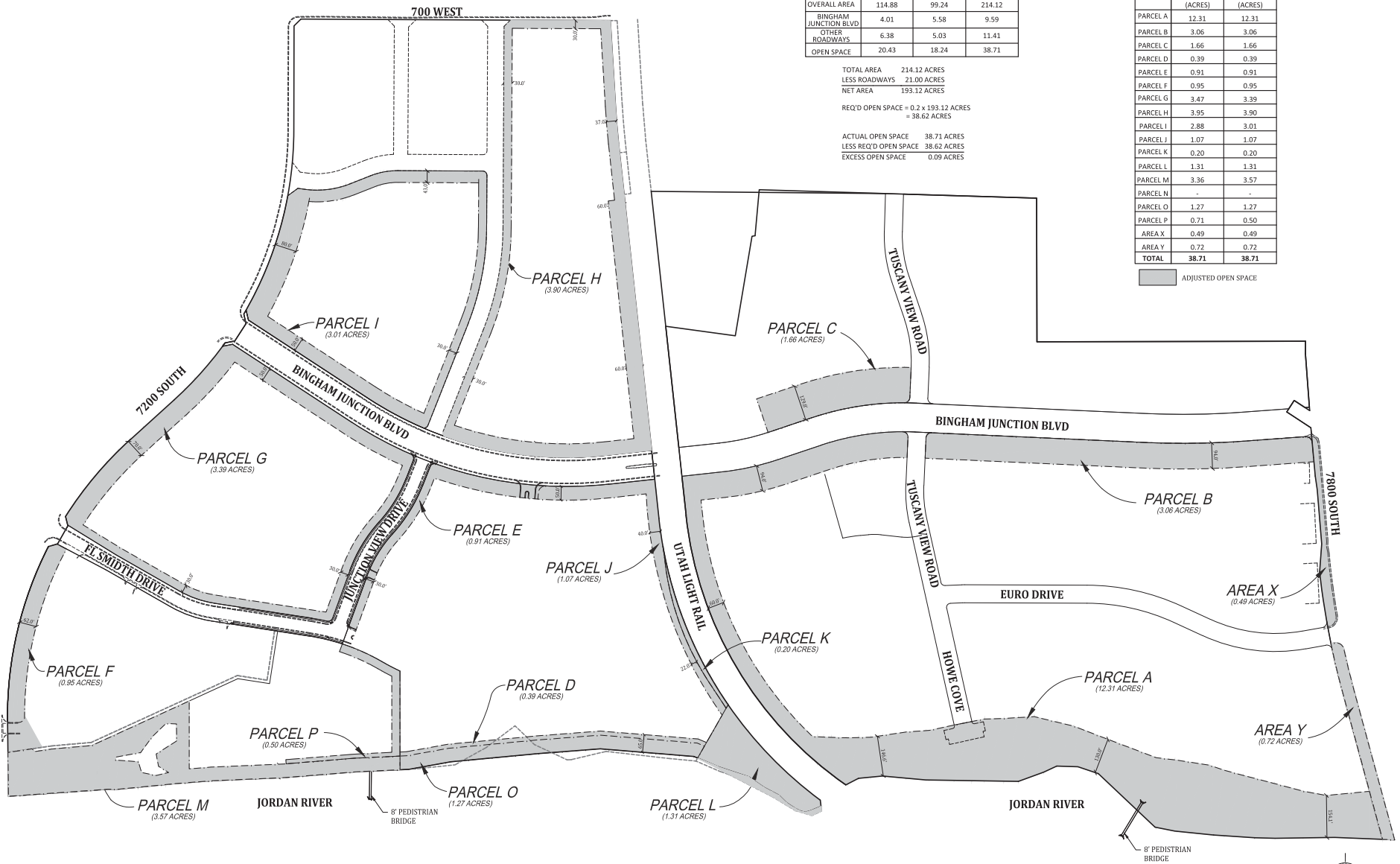
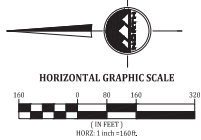
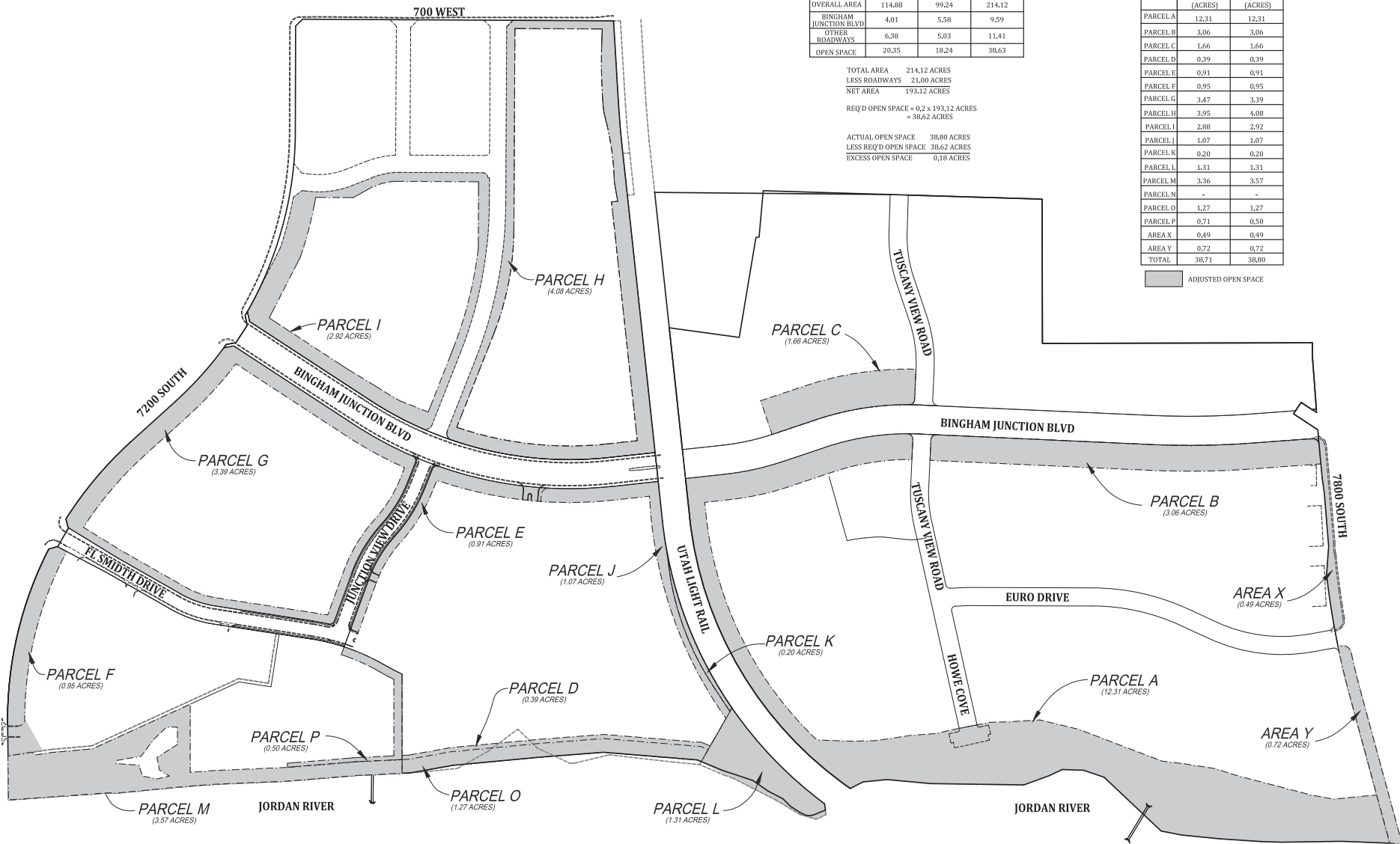


EXHIBIT C SECOND AMENDED

DATE: July 14, 2014





	NORTH AREA (ACRES)	SOUTH AREA (ACRES)	TOTAL AREA (ACRES)
OVERALL AREA	114.88	99.24	214.12
BINGHAM JUNCTION BLVD	4.01	5.58	9.59
OTHER ROADWAYS	6.38	5.03	11.41
OPEN SPACE	20.35	18.24	38.63

TOTAL AREA 214.12 ACRES
 LESS ROADWAYS 21.00 ACRES
 NET AREA 193.12 ACRES
 REQ'D OPEN SPACE = 0.2 x 193.12 ACRES = 38.62 ACRES
 ACTUAL OPEN SPACE 38.80 ACRES
 LESS REQ'D OPEN SPACE 38.62 ACRES
 EXCESS OPEN SPACE 0.18 ACRES

	OPEN SPACE PARCEL AREAS	
	FEB. 21, 2012 (ACRES)	ADJUSTED (ACRES)
PARCEL A	12.31	12.31
PARCEL B	3.06	3.06
PARCEL C	1.66	1.66
PARCEL D	0.39	0.39
PARCEL E	0.91	0.91
PARCEL F	0.95	0.95
PARCEL G	3.47	3.39
PARCEL H	3.95	4.08
PARCEL I	2.88	2.92
PARCEL J	1.07	1.07
PARCEL K	0.20	0.20
PARCEL L	1.31	1.31
PARCEL M	3.36	3.57
PARCEL N	-	-
PARCEL O	1.27	1.27
PARCEL P	0.71	0.50
AREA X	0.49	0.49
AREA Y	0.72	0.72
TOTAL	38.71	38.80

ADJUSTED OPEN SPACE

SALT LAKE CITY
 90 E. Fort Union Blvd
 Suite 100
 Midvale UT 84047
 Phone: 801.255.0529
 Fax: 801.255.4449

LAYTON
 Phone: 801.547.1100

PLEASANT GROVE
 Phone: 801.796.8145

TOOELE
 Phone: 435.843.3590

WWW.ENSIGNUTAH.COM

**BINGHAM JUNCTION
 OPEN SPACE EXHIBIT**

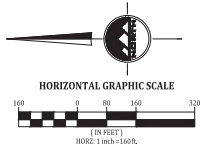
MIDVALE CITY, UTAH

**OPEN SPACE
 EXHIBIT**

PROJECT NUMBER: 458
 DATE: 5/21/15
 DRAWN BY: RFW
 CHECKED BY: RQE
 PROJECT NUMBER: RQE

C 1.0

EXHIBIT C THIRD AMENDED
 DATE: May 6, 2015





SALT LAKE CITY
 90 E. Fort Union Blvd
 Suite 100
 Midvale UT 84047
 Phone: 801.255.0529
 Fax: 801.255.4449

LAYTON
 Phone: 801.547.1100

PLEASANT GROVE
 Phone: 801.796.8145

TOOELE
 Phone: 435.843.3590

WWW.ENSIGNUTAH.COM

PREPARED BY:
 ARION GARDNER
 BINGHAM JUNCTION
 HOLDINGS, LLC

DATE:
 PHONE:
 FAX:

**BINGHAM JUNCTION
 OPEN SPACE EXHIBIT**
 MIDVALE CITY, UTAH

**OPEN SPACE
 EXHIBIT**

PROJECT NUMBER: 4584
 DATE: 5/21/15
 DRAWN BY: KTW
 CHECKED BY: RQE
 PROJECT NUMBER: RQE

C 1.0

	NORTH AREA (ACRES)	SOUTH AREA (ACRES)	TOTAL AREA (ACRES)
OVERALL AREA	114.88	99.24	214.12
BINGHAM JUNCTION BLVD	4.01	5.58	9.59
OTHER ROADWAYS	6.38	5.03	11.41
OPEN SPACE	20.35	18.24	38.63

TOTAL AREA 214.12 ACRES
 LESS ROADWAYS 21.00 ACRES
 NET AREA 193.12 ACRES
 REQ'D OPEN SPACE = 0.2 x 193.12 ACRES
 = 38.62 ACRES
 ACTUAL OPEN SPACE 38.80 ACRES
 LESS REQ'D OPEN SPACE 38.62 ACRES
 EXCESS OPEN SPACE 0.18 ACRES

OPEN SPACE PARCEL AREAS		
	FEB. 21, 2012 (ACRES)	ADJUSTED (ACRES)
PARCEL A	12.31	12.31
PARCEL B	3.06	3.06
PARCEL C	1.66	1.66
PARCEL D	0.39	0.39
PARCEL E	0.91	0.91
PARCEL F	0.95	0.95
PARCEL G	3.47	3.39
PARCEL H	3.95	4.08
PARCEL I	2.88	2.92
PARCEL J	1.07	1.07
PARCEL K	0.20	0.20
PARCEL L	1.31	1.31
PARCEL M	3.36	3.57
PARCEL N	-	-
PARCEL O	1.27	1.27
PARCEL P	0.71	0.50
AREA X	0.49	0.49
AREA Y	0.72	0.72
TOTAL	38.71	38.80

ADJUSTED OPEN SPACE
 OPEN SPACE REMOVED
 OPEN SPACE ADDED

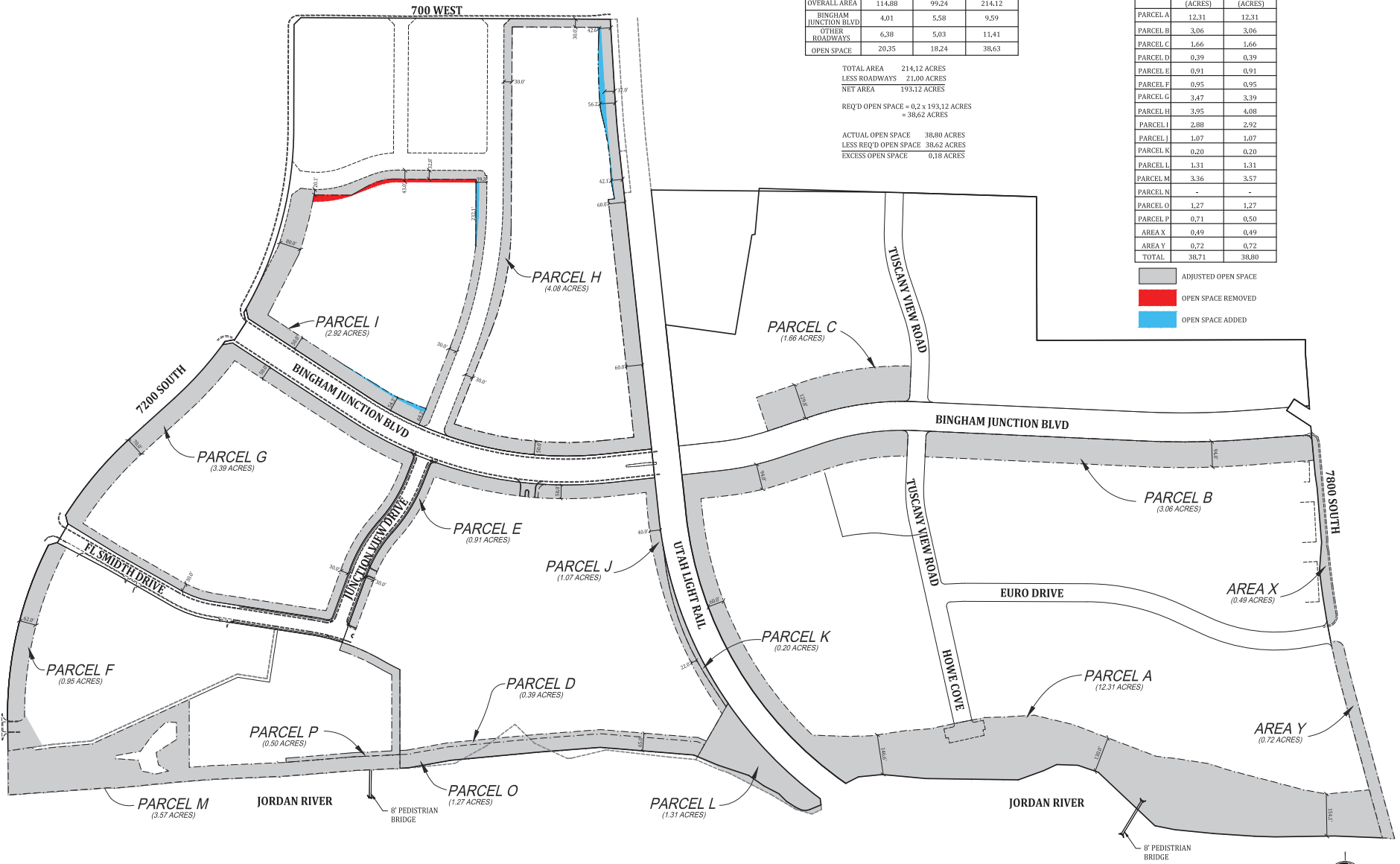
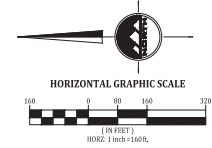


EXHIBIT C THIRD AMENDED

DATE: May 6, 2015



**MIDVALE CITY, UTAH
RESOLUTION 2015-R-23**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT TO AMEND THE DEVELOPMENT AGREEMENT FOR THE
JUNCTION AT MIDVALE PROJECT, MIDVALE, UTAH**

WHEREAS, pursuant to Section 10-9a-102 (2) of the Utah State Code, the City is authorized as follows: “To accomplish the purposes of this chapter, municipalities may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, and height and location of vegetation, trees, and landscaping, unless expressly prohibited by law”; and

WHEREAS, due to the unique circumstances involved in the development of the Bingham Junction property, as a former Superfund Site, the City found it necessary and beneficial to the Property Owners, Developer and the City to enter into a Development Agreement describing future development plans, improvements to be installed by all parties, time frames in which they must be completed, and limits to the cost of those improvements; and

WHEREAS, said Development Agreement was entered into on November 13, 2007 for The Junction at Midvale Project between Midvale City Corporation and Arbor Gardner Bingham Junction Holdings, LC; recorded as Entry #11351482, Book 9999, Page 8618-8665 in the Salt Lake County Recorder’s Office; and said development plan is currently being constructed; and

WHEREAS, said Master Open Space Plan, specifically the open space exhibits within the Development Agreement, was amended in March 2012 through an agreement with both parties (“AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT”) to address changes in the specific development layout in the overall area; and

WHEREAS, since this amendment, it has been determined that some specific proposed developments require the relocation of some of the adopted open space areas shown on the master plan, and a few areas need to be refined to address the existing development that has occurred, requiring a third amendment to the open space exhibits; and

WHEREAS, both parties have negotiated such an amendment to the agreement, and as of the date of this Resolution agree to enter into said third amended agreement; and

WHEREAS, the City Council has thoroughly reviewed said third amendment to the Development Agreement and agrees that entering into such third amended agreement will help to further the development of the overall Junction at Midvale Master Plan without compromising the overall amount of open space being provided to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. The Midvale City Council has thoroughly reviewed the attached Third Amendment to the Open Space Exhibits in the Development Agreement for The Junction at Midvale Project.

Section 2. The Midvale City Council, through its understanding of the development challenges associated with the development of the Bingham Junction property and current development challenges, believe it is in the best interest of the Developer and the City to enter into such an amended agreement.

Section 3. The Midvale City Council on this date does hereby authorize the Mayor to enter into the attached agreement on behalf of the City.

PASSED AND APPROVED this ____ day of _____, 2015.

JoAnn B. Seghini, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____

**When recorded, return to:
Midvale City
7505 South Holden Street
Midvale, UT 84047**

**THIRD AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE
DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE
PROJECT, MIDVALE CITY, UTAH**

THIS AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT (“Amendment”) is entered into as of this _____ day of _____, 2015, between ARBOR GARDNER BINGHAM JUNCTION HOLDINGS, LC, a Utah limited liability company (“Developer”), and Midvale City Corporation, a Utah municipal corporation (“Midvale” or “City”).

A. The City entered into a certain Development Agreement for the Junction at Midvale area within the Riverwalk Master Planned Development Midvale City, Utah dated November 13, 2007 (the “Development Agreement”) with Developer in connection with the development of certain real property commonly referred to as The Junction at Midvale Project, which is a portion of the Bingham Junction Project located in Midvale City, Utah (the “Junction Property”). The Development Agreement was agreed upon and signed by all parties, and recorded with the Salt Lake County Recorder in Book 9999, Pages 8618-8665.

B. In 2012, the Developer and City agreed to amend the open space exhibits in the Development Agreement in order to address some changes resulting from a more refined development and road layout of the Junction at Midvale Property. This amendment to the agreement was executed by the City through Resolution No. 2011-55; and

C. In 2014, the Developer and City agreed to amend the open space exhibits in the Development Agreement in order to address some changes resulting from a more refined development of the Junction at Midvale Property. This amendment to the agreement was executed by the City through Resolution No. 2014-R-29; and

D. Since that time, more refinements have been made in the overall development layout within the project area through specific development projects, and as such, the Developer and the City find it necessary to amend the location of some of the required open space parcels; and

E. The City and the Developer believe that it is in the parties’ best interests to amend the Development Agreement in the manner set forth in this Third Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City do hereby amend the Development Agreement as follows:

1. The property covered by this Amendment is more fully described in Exhibit A, attached hereto.
2. Exhibit C Second Amended shall be replaced with Exhibit C Third Amended, attached hereto.
3. The Second Revised Open Space Parcels A-P legal descriptions shall be replaced with Third Revised Open Space Parcels A-P, attached hereto.
4. All other conditions and terms in the original Development Agreement for The Junction at Midvale Project shall remain the same.

(Signatures on Next Page)

IN WITNESS WHEREOF, this Development Agreement has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by a duly authorized representative of Arbor Gardner Bingham Junctions Holdings, LC.

CITY: MIDVALE CITY CORPORATION

By: _____
JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

DEVELOPER: ARBOR GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company, by its Managers

By: K.C. Gardner Company, L.C., a Utah limited liability company

By: _____

Name: _____

Its: _____

Subscribed and sworn to me this ___ day of _____, 2015

(Notary)
Residing in Salt Lake County, Utah
My Commission expires: _____

EXHIBIT A

(legal description of The Junction at Midvale Project)

Bingham Junction Legal Description
(Per Bush & Gudgell, Inc. A.L.T.A. Survey)
(Compiled on July 31, 2007)

LEGAL DESCRIPTION

PARCEL 1

BEGINNING on the West right of way line of 700 West Street at a point which is North 0°17'31" East along the Section line 174.467 feet and North 89°42'29" West 53.00 feet from the East quarter corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 86°33'00" West along the Northerly right of way line of the Union Pacific Railroad (formerly Denver & Rio Grande Western Railroad) 311.026 feet to a point of a 2889.79 foot radius tangent curve to the left; thence Southwesterly along the arc of said curve, and said Northerly right of way line 136.18 feet; and through a central angle of 2°42'00"; thence South 83°51'00" West along said Northerly right of way line 188.153 feet; thence North 6°09'00" West along said Northerly right of way line 25.000 feet; thence South 83°51'00" West along said Northerly right of way line 1193.047 feet; to a point of a 1482.400 foot radius tangent curve to the left; thence Southwesterly along the arc of said curve, and said Northerly right of way line through a central angle of 47°16'49", 1223.27 feet to a point which is said to be on the East bank of the Jordan River; thence South 83°00'00" West along said East bank 40.061 feet; thence North 25°19'00" West along said East bank 38.600 feet; thence North 16°07'00" East along said East bank 62.200 feet; thence North 30°53'00" East along said East bank 101.900 feet; thence North 27°10'00" East along said East bank 175.600 feet; thence North 18°42'00" East along said East bank 35.600 feet; thence North 23°22'00" East along said East bank 96.200 feet; thence North 5°23'00" East along said East bank 96.600 feet; thence North 6°25'00" East along said East bank 234.300 feet; thence North 13°20'00" West along said East bank 131.180 feet; thence North 2°00'00" West along said East bank 14.870 feet; thence departing from the said East bank of the Jordan River, and running thence North 25°00'00" East 132.00 feet; thence North 44°00'00" East 99.000 feet; thence North 37°00'00" West 132.00 feet; thence North 29°00'00" West 131.070 feet to a point which is said to be on the East bank of the Jordan River; thence North 5°54'00" West along said East bank 151.080 feet; thence North 2°42'00" West along said East bank 215.900 feet; thence North 4°40'00" West along said East bank 258.300 feet; thence North 2°28'00" West along said East bank 267.000 feet; thence North 4°31'00" West along said East bank 129.500 feet; thence North 4°23'00" West along said East bank 3.63 feet; thence North 5°36'01" West along said East bank 211.677 feet; thence North 0°01'31" West along said East bank 40.00 feet; thence North 4°03'48" West along said East bank 362.429 feet to the Southerly right of way line of said 7200 South Street (Jordan River Boulevard) ; thence departing said East bank of the Jordan River, and running thence North 89°20'39" East along said Southerly right of way line 275.460 feet to a point of a 1369.900 foot radius tangent curve to the right; thence Southeasterly along the arc of said curve and said Southerly right of way line, through a central angle of 27°43'14", 662.775 feet; thence South 16°21'22" East along said Southerly right of way line 34.700 feet; thence South 60°18'00" East along said Southerly right of way line 76.00 feet; thence North 75°45'23" East along said Southerly right of way line 34.700 feet to a point on a 1369.900 foot radius curve to the right, the center of said curve being South 32°20'07" West; thence Southeasterly along the arc of said curve to the right, and said Southerly right of way line 369.940 feet; thence South 42°11'31" East 215.550 feet to a point of a 1335.740 foot radius tangent curve to the left; thence Southeasterly along the arc of said curve and said Southerly right of way line through a central angle of 12°03'18", 281.038 feet; thence South 10°51'59" East along said Southerly right of way line 36.020 feet; thence South 56°56'59" East along said Southerly right of way line 75.99 feet; thence North 76°58'02" East along said Southerly right of way line 36.010 feet to a point on a 1335.740 foot radius curve to the left, the center of said curve being North 30°20'51" East; thence Southeasterly along the arc of said curve and said Southerly right of way line through a central angle of 30°11'59", 704.050 feet; thence South 89°51'08" East along said Southerly right of way line 383.770 feet; thence South 44°46'48" East along said Southerly right of way line 35.310 feet to the West right of way line of 700 West Street; thence South 0°17'31" West along said West right of way line 1158.073 feet to the point of BEGINNING. Contains 115.28 acres.

EXCEPTING FROM SAID PARCEL 1 any portion lying below the mean high water mark of the Jordan River

PARCEL 2

BEGINNING South 0°08'36" West along the Section line 345.595 feet and West 670.489 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 1°43'31" West 1016.338 feet; thence South 89°52'31" West 526.000 feet; thence South 0°07'29" East 983.650 feet to the North right of way line of Utah Highway 48 (7800 South); thence North 89°34'30" West along said North right of way line 45.630 feet; thence South 85°46'23" West along said North right of way line 208.990 feet; thence North 33°13'37" East 67.555 feet; thence North 56°46'23" West 50.000 feet; thence South 33°13'37" West 105.857 feet to the North right of way line of Utah Highway 48 (7800 South); thence South 85°46'23" West along said North right of way line 28.720 feet; thence South 84°41'58" West along said North right of way line 149.070 feet; thence South 81°39'53" West along said North right of way line 50.150 feet; thence South 85°21'15" West along said North right of way line 199.020 feet; thence North 85°48'46" West along said North right of way line 103.290 feet to a point on a 2936.900 foot radius curve to the left, the center of said curve to the left being South 6°28'04" East; thence along the arc of said curve, and said North right of way line through a central angle of 8°43'56", 447.601 feet; thence South 74°48'00" West along said North right of way line 559.220 feet to a point which is said to be on the East bank of the Jordan River; thence North 2°17'00" East along said East bank 175.330 feet; thence North 0°51'00" West along said East bank 218.400 feet; thence North 1°40'00" East along said East bank 75.100 feet; thence North 3°47'00" East along said East bank 150.600 feet; thence North 5°44'00" East along said East bank 142.600 feet; thence North 11°16'00" East along said East bank 74.100 feet; thence North 43°20'00" East along said East bank 285.400 feet; thence North 18°52'00" East along said East bank 78.800 feet; thence North 1°48'00" East along said East bank 77.700 feet; thence North 25°02'00" West along said East bank 52.200 feet; thence North 20°02'00" West along said East bank 99.000 feet; thence North 0°50'00" East along said East bank 338.800 feet; thence North 5°12'00" East along said East bank 160.100 feet; thence North 5°34'00" West along said East bank 88.000 feet; thence North 27°04'23" West along said East bank 52.017 feet to the South right of way line of the Union Pacific Railroad (formerly Denver & Rio Grande Western Railroad) and a point on a 1382.400 foot radius curve to the right, the center of said curve being South 55°09'56" East; thence departing from said East bank of the Jordan River Northeasterly along the arc of said curve to the right, and said South right of way line through a central angle of 49°00'56", 1182.620 feet; thence North 83°51'00" East along said South right of way line 696.511 feet; thence South 7°50'31" West 257.241 feet; thence South 80°29'54" East 369.390 feet; thence South 11°11'23" East 11.600 feet; thence South 84°51'35" East 168.820 feet to the point of BEGINNING. Contains 99.89 acres.

EXCEPTING FROM SAID PARCEL 2 any portion lying below the mean high water mark of the Jordan River

EXHIBIT C THIRD AMENDED

THIRD AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE
JUNCTION AT MIDVALE PROJECT, MIDVALE CITY, UTAH

THIRD REVISED OPEN SPACE PARCELS A-P

Parcel A

All of Parcel 'A' as shown on the Junction at Midvale – West Residential Plat recorded November 21, 2007 as Entry No. 10282399, in Book 2007P, at Page 453 of Official Records

Parcel B

All of Parcel 'B' as shown on the Junction at Midvale – West Residential Plat recorded November 21, 2007 as Entry No. 10282399, in Book 2007P, at Page 453 of Official Records

Parcel C

All of Parcel 'C' as shown on the Junction at Midvale – Northeast Residential Plat recorded November 21, 2007 as Entry No. 10282398, in Book 2007P, at Page 452 of Official Records.

Parcel D

Beginning at a point being South 152.51 feet and West 2,695.15 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 60°11'12" West 15.12 feet;
thence North 22°44'22" East 29.07 feet;
thence North 04°40'24" East 355.36 feet;
thence North 04°23'12" West 234.08 feet;
thence North 05°21'06" West 323.49 feet;
thence North 10°11'50" West 154.32 feet;
thence North 02°42'00" West 26.63 feet;
thence East 15.02 feet;
thence South 02°42'00" East 24.94 feet;
thence South 10°11'50" East 153.98 feet;
thence South 05°21'06" East 324.25 feet;
thence South 04°23'12" East 235.39 feet;
thence South 04°40'24" West 358.94 feet;
thence South 22°44'22" West 33.31 feet to the point of beginning.

Contains 16,908 Square Feet or 0.388 Acres

Parcel E

Beginning at a point on the Westerly Right-of-Way Line of Bingham Junction Boulevard, said point being North 00°17'30" East 436.40 feet along the Section Line and West

1,757.86 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Northwesterly 38.28 feet along the arc of a 25.00 foot radius curve to the left (center bears North 86°56'57" West and the chord bears North 40°48'33" West 34.64 feet with a central angle of 87°43'13");

thence North 84°40'09" West 25.80 feet;

thence Northeasterly 387.51 feet along the arc of a 1,483.00 foot radius curve to the right (center bears South 85°56'35" East and the chord bears North 11°32'34" East 386.41 feet with a central angle of 14°58'18");

thence North 68°31'47" West 41.36 feet;

thence Northwesterly 220.61 feet along the arc of a 609.71 foot radius curve to the right (center bears North 21°28'13" East and the chord bears North 58°09'51" West 219.41 feet with a central angle of 20°43'52");

thence Northwesterly 173.11 feet along the arc of a 447.19 foot radius curve to the left (center bears South 42°12'05" West and the chord bears North 58°53'18" West 172.03 feet with a central angle of 22°10'46");

thence North 69°58'41" West 200.97 feet;

thence Northeasterly 14.80 feet along the arc of a 820.32 foot radius curve to the left (center bears North 69°43'28" West and the chord bears North 19°45'32" East 14.80 feet with a central angle of 01°02'00");

thence Northeasterly 23.77 feet along the arc of a 15.00 foot radius curve to the right (center bears South 70°45'28" East and the chord bears North 64°37'56" East 21.36 feet with a central angle of 90°46'47") to the Southerly Right-of-Way Line of Junction View Drive;

thence South 69°58'41" East 186.04 feet along the Southerly Right-of-Way Line of said Junction View Drive;

thence Southeasterly 184.72 feet along the arc of a 477.19 foot radius curve to the right (center bears South 20°01'19" West and the chord bears South 58°53'18" East 183.57 feet with a central angle of 22°10'46") along the Southerly Right-of-Way Line of said Junction View Drive;

thence Southeasterly 209.75 feet along the arc of a 579.71 foot radius curve to the left (center bears North 42°12'05" East and the chord bears South 58°09'51" East 208.61 feet with a central angle of 20°43'52") along the Southerly Right-of-Way Line of said Junction View Drive;

thence South 68°31'47" East 75.82 feet along the Southerly Right-of-Way Line of said Junction View Drive;

thence Southeasterly 23.06 feet along the arc of a 15.00 foot radius curve to the right (center bears South 21°28'13" West and the chord bears South 24°28'59" East 20.86 feet with a central angle of 88°05'36") along the Southerly Right-of-Way Line of said Junction View Drive to the Westerly Right-of-Way Line of Bingham Junction Boulevard;

thence Southwesterly 412.95 feet along the arc of a 1,433.00 foot radius curve to the left (center bears South 70°26'17" East and the chord bears South 11°18'23" West

411.53 feet with a central angle of 16°30'40") along the Westerly Right-of-Way Line of said Bingham Junction Boulevard to the point of beginning.

Contains 39,641 Square Feet or 0.910 Acres

Parcel F

All of Parcel 'A' as shown on the Junction at Bingham Plat recorded November 3, 2009 as Entry No. 10830846, in Book 2009P, at Page 158 of Official Records.

Parcel G

Beginning at a the intersection of 7200 South Street and Bingham Junction Boulevard, said point being North 00°17'30" East 1,619.55 feet along the Section Line and West 1,252.37 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 10°49'35" East 37.16 feet along the Westerly Right-of-Way Line of said Bingham Junction Boulevard;

thence South 33°11'04" West 389.84 feet along the Westerly Right-of-Way Line of said Bingham Junction Boulevard;

thence South 33°11'04" West 134.20 feet along the Westerly Right-of-Way Line of said Bingham Junction Boulevard;

thence Southwesterly 245.68 feet along the arc of a 1,433.45 foot radius curve to the left (center bears South 56°48'56" East and the chord bears South 28°16'28" West 245.38 feet with a central angle of 09°49'12") along the Westerly Right-of-Way Line of said Bingham Junction Boulevard to the Northerly Right-of-Way Line of Junction View Drive;

thence Southwesterly 23.07 feet along the arc of a 15.00 foot radius curve to the right (center bears North 66°38'08" West and the chord bears South 67°25'00" West 20.86 feet with a central angle of 88°06'15") along the Northerly Right-of-Way Line of said Junction View Drive;

thence North 68°31'47" West 75.81 feet along the Northerly Right-of-Way Line of said Junction View Drive;

thence Northwesterly 185.87 feet along the arc of a 513.71 foot radius curve to the right (center bears North 21°28'13" East and the chord bears North 58°09'51" West 184.86 feet with a central angle of 20°43'52") along the Northerly Right-of-Way Line of said Junction View Drive;

thence Northwesterly 210.27 feet along the arc of a 543.19 foot radius curve to the left (center bears South 42°12'05" West and the chord bears North 58°53'18" West 208.96 feet with a central angle of 22°10'46") along the Northerly Right-of-Way Line of said Junction View Drive;

thence North 69°58'41" West 186.76 feet along the Northerly Right-of-Way Line of said Junction View Drive;

thence Northwesterly 21.66 feet along the arc of a 15.00 foot radius curve to the right (center bears North 20°01'19" East and the chord bears North 28°36'22" West 19.83 feet with a central angle of 82°44'39") along the Northerly Right-of-Way Line of said Junction View Drive to the Easterly Right-of-Way Line of FL Smidth Drive;

thence Northeasterly 58.39 feet along the arc of a 833.00 foot radius curve to the left (center bears North 77°14'02" West and the chord bears North 10°45'28" East 58.38 feet with a central angle of 04°00'59") along the Easterly Right-of-Way Line of said FL Smidth Drive;

thence North 08°44'58" East 362.64 feet along the Easterly Right-of-Way Line of said FL Smidth Drive;

thence Northeasterly 134.20 feet along the arc of a 367.00 foot radius curve to the right (center bears South 81°15'02" East and the chord bears North 19°13'29" East 133.45 feet with a central angle of 20°57'02") along the Easterly Right-of-Way Line of said FL Smidth Drive;

thence North 29°42'00" East 266.26 feet along the Easterly Right-of-Way Line of said FL Smidth Drive;

thence North 31°36'33" East 209.91 feet along the Easterly Right-of-Way Line of said FL Smidth Drive;

thence North 75°45'23" East 31.93 feet along the Easterly Right-of-Way Line of said FL Smidth Drive to the Southerly Right-of-Way Line of 7200 South Street;

thence Southeasterly 369.94 feet along the arc of a 1,373.28 foot radius curve to the right (center bears South 32°21'37" West and the chord bears South 49°55'21" East 368.82 feet with a central angle of 15°26'05") along the Southerly Right-of-Way Line of said 7200 South Street;

thence South 42°11'31" East 215.55 feet along the Southerly Right-of-Way Line of said 7200 South Street;

thence Southeasterly 265.84 feet along the arc of a 1,333.82 foot radius curve to the left (center bears North 47°48'29" East and the chord bears South 47°54'06" East 265.40 feet with a central angle of 11°25'10") along the Southerly Right-of-Way Line of said 7200 South Street;

thence South 52°35'23" West 72.78 feet;

thence Northwesterly 259.49 feet along the arc of a 1,405.74 foot radius curve to the right (center bears North 37°13'54" East and the chord bears North 47°28'49" West 259.12 feet with a central angle of 10°34'35");

thence North 42°11'31" West 215.55 feet;

thence Northwesterly 342.39 feet along the arc of a 1,299.90 foot radius curve to the left (center bears South 47°48'29" West and the chord bears North 49°44'16" West 341.40 feet with a central angle of 15°05'30");

thence South 31°36'33" West 162.15 feet;

thence South 29°42'00" West 265.78 feet;

thence Southwesterly 121.34 feet along the arc of a 337.00 foot radius curve to the left (center bears South 60°18'00" East and the chord bears South 19°23'06" West 120.69 feet with a central angle of 20°37'48");

thence South 08°44'58" West 412.02 feet;

thence South 69°58'41" East 172.33 feet;
thence Southeasterly 221.88 feet along the arc of a 573.19 foot radius curve to the right (center bears South 20°01'19" West and the chord bears South 58°53'18" East 220.50 feet with a central angle of 22°10'46");
thence Southeasterly 175.02 feet along the arc of a 483.71 foot radius curve to the left (center bears North 42°12'05" East and the chord bears South 58°09'51" East 174.07 feet with a central angle of 20°43'52");
thence South 68°31'47" East 41.35 feet;
thence Northeasterly 240.36 feet along the arc of a 1,483.00 foot radius curve to the right (center bears South 66°06'06" East and the chord bears North 28°32'29" East 240.09 feet with a central angle of 09°17'10");
thence North 33°11'04" East 482.16 feet;
thence North 52°35'23" East 72.78 feet;

Contains 147,655 Square Feet or 3.389 Acres

Parcel H

Beginning at a point on the Westerly Right-of-Way Line of 700 West Street, said point being North 00°17'30" East 565.77 feet along the Section Line and West 53.00 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°17'30" West 365.99 feet along the Westerly Right-of-Way Line of said 700 West Street;
thence South 86°33'00" West 312.68 feet;
thence South 85°12'00" West 137.34 feet;
thence South 83°51'00" West 188.15 feet;
thence South 83°50'59" West 943.02 feet to the Easterly Right-of-Way Line of Bingham Junction Boulevard;
thence North 06°11'37" West 169.67 feet along the Easterly Right-of-Way Line of said Bingham Junction Boulevard;
thence Northeasterly 594.85 feet along the arc of a 1,327.00 foot radius curve to the right (center bears North 83°48'23" East and the chord bears North 06°38'54" East 589.88 feet with a central angle of 25°41'01") along the Easterly Right-of-Way Line of said Bingham Junction Boulevard;
thence Northeasterly 24.11 feet along the arc of a 15.00 foot radius curve to the right (center bears South 70°30'36" East and the chord bears North 65°31'50" East 21.59 feet with a central angle of 92°04'51");
thence South 68°25'45" East 399.99 feet;
thence Southeasterly 382.53 feet along the arc of a 1,030.00 foot radius curve to the left (center bears North 21°34'15" East and the chord bears South 79°04'08" East 380.34 feet with a central angle of 21°16'45");
thence South 89°42'30" East 737.57 feet;
thence South 44°42'30" East 32.52 feet;

thence South 77°09'11" West 30.81 feet;
thence North 89°42'30" West 730.57 feet;
thence Northwesterly 393.68 feet along the arc of a 1,060.00 foot radius curve to the right (center bears North 00°17'30" East and the chord bears North 79°04'07" West 391.42 feet with a central angle of 21°16'45");
thence North 68°25'45" West 364.32 feet;
thence Southwesterly 556.18 feet along the arc of a 1,277.00 foot radius curve to the left (center bears South 71°14'20" East and the chord bears South 06°17'01" West 551.80 feet with a central angle of 24°57'17");
thence South 06°11'37" East 109.68 feet;
thence North 83°50'59" East 875.26 feet;
thence South 06°09'01" East 22.68 feet;
thence North 79°50'20" East 68.34 feet;
thence Northeasterly 240.07 feet along the arc of a 1,033.06 foot radius curve to the left (center bears North 01°22'55" West and the chord bears North 81°57'38" East 239.53 feet with a central angle of 13°18'54");
thence Northeasterly 43.93 feet along the arc of a 250.00 foot radius curve to the right (center bears South 14°41'48" East and the chord bears North 80°20'14" East 43.87 feet with a central angle of 10°04'04");
thence Northeasterly 243.45 feet along the arc of a 1,994.00 foot radius curve to the right (center bears South 04°37'44" East and the chord bears North 88°52'07" East 243.30 feet with a central angle of 06°59'43");
thence South 87°38'02" East 37.07 feet;
thence North 00°17'30" East 318.22 feet;
thence North 77°09'11" East 30.81 feet to the point of beginning.

Contains 177,848 Square Feet or 4.083 Acres

Parcel I

Beginning at a the intersection of 7200 South Street and Bingham Junction Boulevard, said point being North 00°17'30" East 1,533.64 feet along the Section Line and West 1,119.83 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Southeasterly 58.64 feet along the arc of a 1,335.74 foot radius curve to the left (center bears North 29°38'34" East and the chord bears South 61°36'54" East 58.63 feet with a central angle of 02°30'55") along the Southerly Right-of-Way Line of said 7200 South Street;

thence South 62°52'21" East 200.74 feet along the Southerly Right-of-Way Line of said 7200 South Street;

thence Southeasterly 193.61 feet along the arc of a 1,350.74 foot radius curve to the left (center bears North 18°34'51" East and the chord bears South 75°31'32" East

193.45 feet with a central angle of 08°12'46") along the Southerly Right-of-Way Line of said 7200 South Street;

thence South 17°12'53" West 80.54 feet;

thence Northwesterly 201.54 feet along the arc of a 1,430.74 foot radius curve to the right (center bears North 10°45'09" East and the chord bears North 75°12'43" West 201.37 feet with a central angle of 08°04'15");

thence North 62°52'21" West 249.47 feet;

thence South 33°11'04" West 333.42 feet;

thence South 31°23'28" West 138.64 feet;

thence Southwesterly 91.56 feet along the arc of a 1,272.66 foot radius curve to the left (center bears South 56°48'56" East and the chord bears South 31°07'24" West 91.54 feet with a central angle of 04°07'20");

thence South 21°28'13" West 111.35 feet;

thence South 68°31'47" East 246.30 feet;

thence Southeasterly 380.17 feet along the arc of a 1,476.00 foot radius curve to the left (center bears North 21°28'13" East and the chord bears South 75°54'31" East 379.12 feet with a central angle of 14°45'27");

thence South 89°42'30" East 242.32 feet;

thence North 00°17'30" East 309.08 feet;

thence Northwesterly 100.44 feet along the arc of a 235.24 foot radius curve to the left (center bears South 84°55'35" West and the chord bears North 17°18'20" West 99.68 feet with a central angle of 24°27'50");

thence North 29°32'14" West 60.04 feet;

thence North 00°17'30" East 137.31 feet;

thence North 79°42'37" West 23.12 feet;

thence North 17°12'53" East 80.54 feet to the intersection of Southerly Right-of-Way Line of said 7200 South Street and the Westerly Right-of-Way Line of Grandeur View Way;

thence South 35°53'18" East 40.67 feet along the Westerly Right-of-Way Line of said Grandeur View Way;

thence South 07°48'12" West 13.95 feet along the Westerly Right-of-Way Line of said Grandeur View Way;

thence Southeasterly 170.75 feet along the arc of a 333.00 foot radius curve to the left (center bears South 82°11'48" East and the chord bears South 06°53'09" East 168.88 feet with a central angle of 29°22'42") along the Westerly Right-of-Way Line of said Grandeur View Way;

thence South 21°34'30" East 79.54 feet along the Westerly Right-of-Way Line of said Grandeur View Way;

thence Southeasterly 101.90 feet along the arc of a 267.00 foot radius curve to the right (center bears South 68°25'30" West and the chord bears South 10°38'30" East 101.28 feet with a central angle of 21°52'00") along the Westerly Right-of-Way Line of said Grandeur View Way;

thence South 00°17'30" West 302.35 feet along the Westerly Right-of-Way Line of said Grandeur View Way;

thence Southwesterly 28.27 feet along the arc of a 18.00 foot radius curve to the right (center bears North 89°42'30" West and the chord bears South 45°17'30" West 25.46 feet with a central angle of 90°00'00") along the Westerly Right-of-Way Line of said Grandeur View Way to the Northerly Right-of-Way Line of Junction View Drive;

thence South 00°17'30" West 6.00 feet along the Northerly Right-of-Way Line of said Junction View Drive;

thence North 89°42'30" West 92.05 feet along the Northerly Right-of-Way Line of said Junction View Drive;

thence Northwesterly 556.67 feet along the arc of a 1,506.00 foot radius curve to the right (center bears North 00°17'30" East and the chord bears North 79°07'09" West 553.51 feet with a central angle of 21°10'43") along the Northerly Right-of-Way Line of said Junction View Drive;

thence North 68°31'47" West 285.76 feet along the Northerly Right-of-Way Line of said Junction View Drive;

thence Northwesterly 40.27 feet along the arc of a 25.00 foot radius curve to the right (center bears North 21°28'13" East and the chord bears North 22°23'18" West 36.05 feet with a central angle of 92°16'58") along the Northerly Right-of-Way Line of said Junction View Drive to the Easterly Right-of-Way Line of Bingham Junction Boulevard;

thence Northeasterly 218.51 feet along the arc of a 1,327.45 foot radius curve to the right (center bears South 66°14'49" East and the chord bears North 28°28'07" East 218.26 feet with a central angle of 09°25'53") along the Easterly Right-of-Way Line of said Bingham Junction Boulevard;

thence North 33°11'04" East 524.32 feet along the Easterly Right-of-Way Line of said Bingham Junction Boulevard;

thence North 76°58'02" East 37.17 feet along the Easterly Right-of-Way Line of said Bingham Junction Boulevard to the point of beginning.

Contains 127,245 Square Feet or 2.921 Acres

Parcel J

Beginning at a point on the Westerly Right-of-Way Line of Bingham Junction Boulevard, said point being North 00°17'30" East 436.40 feet along the Section Line and West 1,757.86 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Southeasterly 231.21 feet along the arc of a 1,433.00 foot radius curve to the left (center bears South 86°56'57" East and the chord bears South 01°34'17" East 230.96 feet with a central angle of 09°14'40") along the Westerly Right-of-Way Line of said Bingham Junction Boulevard;

thence South 06°11'37" East 169.59 feet along the Westerly Right-of-Way Line of said Bingham Junction Boulevard;

thence South 83°50'59" West 144.01 feet;

thence Southwesterly 104.80 feet along the arc of a 1,482.40 foot radius curve to the left (center bears South 06°09'00" East and the chord bears South 81°49'29" West 104.78 feet with a central angle of 04°03'02");
thence South 82°43'42" West 85.64 feet;
thence Southwesterly 446.04 feet along the arc of a 1,032.45 foot radius curve to the left (center bears South 08°37'16" East and the chord bears South 69°00'09" West 442.58 feet with a central angle of 24°45'11");
thence South 56°37'33" West 112.01 feet;
thence North 60°11'12" West 29.38 feet;
thence Northeasterly 868.53 feet along the arc of a 1,522.40 foot radius curve to the right (center bears South 35°17'57" East and the chord bears North 71°02'40" East 856.80 feet with a central angle of 32°41'14");
thence North 06°11'37" West 132.39 feet;
thence Northwesterly 265.32 feet along the arc of a 1,483.00 foot radius curve to the right (center bears North 83°48'23" East and the chord bears North 01°04'06" West 264.97 feet with a central angle of 10°15'02");
thence South 84°40'09" East 25.80 feet;
thence Southeasterly 38.28 feet along the arc of a 25.00 foot radius curve to the right (center bears South 05°19'51" West and the chord bears South 40°48'33" East 34.64 feet with a central angle of 87°43'13") to the point of beginning.

Contains 46,555 Square Feet or 1.069 Acres

Parcel K

All of Parcel 'K' as shown on the Junction at Bingham Phase 2 Plat recorded June 25, 2010 as Entry No. 10977683, in Book 2010P, at Page 109 of Official Records.

Parcel L

All of Parcel 'L' as shown on the Junction at Bingham Phase 2 Plat recorded June 25, 2010 as Entry No. 10977683, in Book 2010P, at Page 109 of Official Records.

Parcel M

Beginning at a point on the Southerly Right-of-Way Line of 7200 South Street, said point being North 00°17'30" East 2,405.64 feet along the Section Line and West 2,743.74 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 08°31'25" East 89.18 feet;
thence South 44°32'13" West 14.14 feet;
thence South 08°32'11" East 62.09 feet;
thence South 05°01'43" East 148.71 feet;
thence South 24°35'48" East 391.55 feet;
thence North 89°59'54" West 248.49 feet;
thence North 10°00'36" West 76.90 feet;

thence North 32°02'14" East 43.37 feet;
thence North 79°06'28" East 45.46 feet;
thence South 32°28'17" East 88.82 feet;
thence North 89°48'11" East 62.48 feet;
thence North 02°40'46" East 38.77 feet;
thence North 44°03'26" West 69.68 feet;
thence North 53°42'51" West 71.99 feet;
thence North 10°28'10" West 92.59 feet;
thence North 84°38'27" West 11.04 feet;
thence South 03°59'57" West 83.69 feet;
thence South 73°31'11" West 41.18 feet;
thence South 11°30'48" West 55.05 feet;
thence South 13°43'07" East 46.33 feet;
thence South 10°00'36" East 76.90 feet;
thence South 04°31'00" East 80.12 feet;
thence South 02°28'00" East 266.80 feet;
thence South 04°40'00" East 8.51 feet;
thence South 04°40'00" East 249.83 feet;
thence South 02°42'00" East 168.11 feet;
thence West 50.06 feet;
thence North 02°42'00" West 164.89 feet;
thence North 04°40'00" West 258.44 feet;
thence North 02°28'00" West 266.86 feet;
thence North 04°31'00" West 133.58 feet;
thence North 05°36'01" West 211.23 feet;
thence North 00°01'31" West 40.00 feet;
thence North 04°03'48" West 362.43 feet to the Southerly Right-of-Way Line of
said 7200 South Street;
thence North 89°20'39" East 160.41 feet along the Southerly Right-of-Way Line
of said 7200 South Street to the point of beginning.

Contains 155,652 Square Feet or 3.573 Acres

Parcel O

All of Parcel 'O' as shown on the Junction at Bingham Phase 2 Plat recorded June 25, 2010 as Entry No. 10977683, in Book 2010P, at Page 109 of Official Records.

Parcel P

Beginning at a point being North 00°17'30" East 1,181.08 feet along the Section Line and West 2,340.19 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Southwesterly 159.12 feet along the arc of a 760.32 foot radius curve to the right (center bears North 71°57'56" West and the chord bears South 24°01'48" West 158.83 feet with a central angle of 11°59'28");

thence Southwesterly 74.56 feet along the arc of a 866.33 foot radius curve to the left (center bears South 59°54'21" East and the chord bears South 27°37'43" West 74.54 feet with a central angle of 04°55'53");

thence West 311.30 feet;

thence North 02°42'00" West 168.11 feet;

thence North 04°40'00" West 249.83 feet;

thence North 86°32'43" East 15.00 feet;

thence South 04°40'00" East 249.77 feet;

thence South 02°42'00" East 139.04 feet;

thence East 278.87 feet;

thence Northeasterly 58.01 feet along the arc of a 896.33 foot radius curve to the right (center bears South 63°36'47" East and the chord bears North 28°14'28" East 58.00 feet with a central angle of 03°42'29");

thence Northeasterly 153.84 feet along the arc of a 719.51 foot radius curve to the left (center bears North 59°54'18" West and the chord bears North 23°58'11" East 153.55 feet with a central angle of 12°15'02");

thence South 69°58'41" East 30.07 feet to the point of beginning.

Contains 21,583 Square Feet or 0.495 Acres

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-24**

**A RESOLUTION OF THE MIDVALE CITY COUNCIL APPROVING AND
AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN SALT LAKE COUNTY AND MIDVALE CITY FOR A CONTRIBUTION
OF TRCC FUNDS TO BE USED FOR THE CONSTRUCTION OF A SPLASH PAD**

WHEREAS, Salt Lake County (“County”) and Midvale City (“City”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, in 2014, the City submitted a TRCC application requesting TRCC funds from the County to construct a “Splash Pad” in the City’s Main Park. The County Council appropriated TRCC funds for this purpose as part of the Salt Lake County budget for 2015; and

WHEREAS, the City and County now desire to enter into an Interlocal Cooperation Agreement attached hereto as **Attachment A** (the “Agreement”) wherein the County agrees to grant TRCC funds to the City and the City agrees to abide by certain terms and conditions outlined in the Agreement; and

WHEREAS, the City Council believes it’s in the City’s best interest to move forward with the Agreement with Salt Lake County for TRCC Funds to construct a “Splash Pad” in the Main Park,

NOW THEREFORE BE IT RESOLVED BY THE MIDVALE CITY COUNCIL:

Section 1. The Midvale City Council hereby approves the attached Interlocal Cooperation Agreement between the County and the City, in substantially the form attached hereto, and authorizes the Midvale City Mayor to execute the same.

Section 2. This resolution shall take effect immediately.

PASSED AND ADOPTED BY THE MIDVALE CITY COUNCIL, this 19th day of May, 2015.

JoAnn B. Seghini
Midvale City Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the Council:	“Aye “	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____
Quinn Sperry	_____	_____

ATTACHMENT A

Interlocal Cooperation Agreement between Salt Lake County and Midvale City

INTERLOCAL COOPERATION AGREEMENT

between

**SALT LAKE County
for its Department of Community Services**

and

MIDVALE CITY

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of the Department of Community Services ("County") and **MIDVALE CITY**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.15.010.

B. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

C. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation or cultural facilities.

D. In 2014, the City submitted a TRCC Application, attached hereto as **EXHIBIT A**, requesting TRCC Funds from the County to construct a splash pad in the City's Main Park (the "Splash Pad"). The County Council appropriated TRCC Funds for this purpose as part of the Salt Lake County Budget for 2015.

E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY'S OBLIGATIONS.

A. Contribution of TRCC Funds. The County agrees to contribute Four Hundred Fifty Thousand Dollars (\$450,000.00) to the City from its TRCC Funds for the construction of the Splash Pad, all on the terms and subject to the conditions of this Agreement.

B. Past Due Balances. Any past due balances owed to the County may first be deducted before any distribution of funds to the City.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation or cultural facilities.

B. Allowable Uses and Limitation on Use.

(i) The City shall use the TRCC Funds provided under this Agreement to construct the Splash Pad.

(ii) The City shall not expend TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Deadline to Expend TRCC Funds; Requirement to Return Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2016**. If the City does not fully expend the TRCC Funds prior to December 31, 2016, the City shall immediately return any remaining TRCC Funds to the County. Additionally, if the City does not complete construction of the Splash Pad on or prior to December 31, 2016, the City shall immediately pay to the County an amount equal to the

amount of TRCC Funds contributed to RECIPIENT under this Agreement (in this case, \$450,000.00).

D. Reporting Requirements. Within six months following receipt of the TRCC Funds provided under this Agreement, the City shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT B**, detailing how the TRCC Funds were expended. Additionally, if the City has not fully expended the TRCC Funds at the time the initial Disbursement of Funds Report is submitted to the County, the City shall, every six months thereafter, submit completed copies of the Disbursement of Funds Report to the County until the TRCC Funds have been fully expended.

E. Recordkeeping. The City agrees to maintain its books and records in such a way that the TRCC Funds will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

F. Public Funds and Public Monies:

(i) The City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in the City's possession.

(ii) The City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

G. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds and the accounting of the use of TRCC Funds received by the City under this Agreement. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the

audit.

H. Noncompliance. The City agrees that the County may withhold funds or require repayment of TRCC Funds from the City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

I. Representations.

(i) No Officer or Employee Interest. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the City's use of TRCC Funds under this Agreement.

(ii) Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an 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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3 . GENERAL PROVISIONS:

A. Term of the Agreement. This agreement will become effective when all Parties have signed it and will continue through December 31, 2016, unless terminated earlier as provided in Paragraphs 3G, 3H, and 3I below. The effective date of this Agreement will be the date this agreement is signed by the last party to sign it, as indicated by the date associated with that Party's signature (the "Effective Date"). All covenants made by the City shall survive the expiration or termination date of this Agreement if any TRCC Funds paid to the City remain unexpended and shall continue to bind the City until all such TRCC Funds are expended or returned to the County. The obligations in Paragraphs 2E, 2F, 2G, and 2H shall survive the expiration or termination date of this Agreement.

B. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Cooperation Act, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Cooperation Act.

C. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

D. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other party. The City and the County shall each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

E. Liability and Indemnification. The City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all liability to any third party for or from loss, damage, or injury to persons or property, however allegedly caused, arising out of or incident to the performance of this Agreement, the use of the TRCC Funds, or the planning, arranging, implementing, sponsoring, or conducting of any program or activity for which the City has used TRCC Funds. In no case shall any of the Indemnified Parties be liable to the City or any third party for consequential damages. The Indemnified Parties shall have no liability for any debts, liabilities, deficits, or

cost overruns of the City. It is expressly understood by the Parties that no officer, employee, or agent of the County shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the Parties regarding the subject matter hereof. The Parties agree that the liability of County hereunder shall be limited to the payment of the TRCC Funds pursuant to the terms and conditions of this Agreement and that the County shall have no other duty or obligation to the City or any other person. The Parties further agree that the provisions of this paragraph will survive the expiration or sooner termination of this Agreement.

F. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

G. Non-Funding Clause.

(i) The County intends to request the appropriation of funds to be paid for the services provided by the City under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the City, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If funds are not appropriated to fund performance by the County under this Agreement, the County shall promptly notify the City of said non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of said non-funding later than thirty (30) days following the expiration of the fiscal year for which funds were last appropriated.

H. Termination.

(i) Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the City of the occurrence thereof.

(b) The City no longer qualifies for receipt of TRCC Funds.

(c) The City was determined to be qualified to receive and expend TRCC Funds based upon the submission of erroneous information.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County, in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, may, in its sole discretion, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-days written notice specifying the nature, extent and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds are provided and have been expended as provided for by this Agreement.

I. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of sixty (60) days, the County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

J. Default. If either party defaults in the performance of the Agreement, or any of its covenants, terms, conditions or provisions, the defaulting party shall pay all costs and expenses, not including attorney's fees, which may arise or accrue to the non-defaulting party from enforcing the Agreement.

K. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement

must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.* (1953, as amended).

N. Assignment and Transfer of Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement. The City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Time. The Parties stipulate that time is of the essence in the performance of this Agreement.

P. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

Q. Severability. The Parties agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement is found to be invalid, prohibited, or unenforceable under applicable law, such provision shall be deemed ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

R. Governing Law. This Agreement is governed by, and will be construed and interpreted in accordance with, the laws of the State of Utah and the ordinances of Salt Lake County. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

S. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City based upon a breach of warranty of authority.

T. Counterparts. This 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 this Agreement delivered by facsimile or email shall be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Ben McAdams or Designee

Dated: _____, 20____

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Erin Litvack
Department Director

Dated: _____, _____

Approved as to Form and Legality:

SALT LAKE County DISTRICT ATTORNEY

By  _____
Digitally signed by Stephen M. Barnes
Date: 2015.05.11 11:19:50 -06'00'

Stephen M. Barnes
Deputy District Attorney
Dated: _____, 20____

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

MIDVALE CITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder
Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A
City's TRCC Application

* TRCC APPLICATION *

Organization Information

Date

(please include list of board members, paid staff and a copy of annual budget with application)

Organization

Contact Name

Street Address

City

State

Website

Phone Number

Email

Total # of Staff

Number of Volunteers Annually

**Total Organization
Budget**

**Organizational
Mission Statements**
(500 characters or
less)

To provide community enhancing building, planning, economic development, public facilities and coordination services to residents and businesses in order to maintain and improve the standard of living in Midvale.

**Description of
Organization**
(500 characters or
less)

Municipal Government

Population Served
(500 characters or
less, include age
groups, race &
ethnicity, income
levels, etc.)

Midvale is a city of just under 31,000 with an average median income of \$46,000; 80% of the State average. The median age is 30 years with 27% of those under age 18. The city is ethnically diverse with 26% of the population being Hispanic/Latino.

Proposal Request

Project Name

Type of Request

Requested Amount

Project Budget

Percent

Can funding for this project be paid in installments over more than one year?

Yes No

Is this repetitive funding being sought over multiple years?

1 2 3

Request Description
(indicate how your request fits within the TRCC parameters)

This request is for the funds necessary to construct a splash pad in the City's Main Park. The splash pad is part of the overall master plan for the park, but due to limited funding had to be removed from this phase of construction with an undetermined future construction date. The splash pad would add a recreational experience that currently does not exist within the limited park spaces of Midvale City.

Geographic Area

Community Benefits Description

The expansion of the Main Park essentially doubles the size from 8.5 to 16 acres in the heart of Midvale. Currently, the city has 103.7 existing acres open space, well short of the NRPA recommendation of 187.5 acres on the low end, 315 on the high end for our population of 31,000. Amenities in these existing parks consist of softball fields, youth football, tennis and tot lots. The addition of the splash pad would add an

For Capital Project Requests: describe how the ongoing operational and maintenance expenses for the project will be funded

The type of splash pad we are proposing is an environmentally responsible, self contained unit which filters and recycles the water to significantly reduce the amount of water necessary for operation. By so doing, the initial cost of construction is increased, but the ongoing operational costs are significantly reduced. Operational and maintenance expenses will be borne by the Parks Division of the City's Public Works Department.

Other Committed Funding Sources:

Contributor

Amount

Contributor

Amount

Contributor

Amount

EXHIBIT B
Disbursement of Funds Report

1200

FORM B

**RECIPIENT ORGANIZATION'S
DISBURSEMENT OF FUNDS
REPORT**

This report is to be filed with the Council and Mayor's Offices within six months of receipt of the money. If further contributions are desired, the report must be filed with the Council and Mayor by September 1st of each year.

Name of Organization: _____

Address: _____

Contact Person: _____ Phone: _____

Fax: _____

Amount: \$ _____

Date Received: _____

Please describe how the money was spent; include who was helped, what other contributions were made to your program, etc.:



Midvale City
7505 South Holden Street
Midvale, UT 84047
(801) 567-7200
www.midvalecity.org

Alexander Dahl Community Room Use Agreement

This Alexander Dahl Community Room Use Agreement (“Agreement”) is entered into by and between Midvale City, and the individual or entity signing this Agreement on the space provided on the last page of this Agreement (the “Renter”). If the individual or entity signing this Agreement is not a resident of Midvale City the individual or entity must be doing business with/or on behalf of the City.

1. Rental Space

- a. **Conference Room Being Rented:** Alexander Dahl Conference Room, 7505 South Holden Street, Midvale, UT 84047
- b. **Day(s) and Time of Use:** Start Date/Time: _____
End Date/Time: _____
- c. **Available Hours:** 8:00 am to 10:00 pm, seven days a week. The Renter is responsible for ensuring that the Renter, and Renter’s directors, officers, employees, agents, members, representatives, guests, invitees, or other persons (collectively referred to as “participants”) leave the conference room(s) promptly once the assigned reservation time has expired. **The City facility must be vacated by 10:00 pm.**
- d. **Legal Occupancy Limits:** The legal maximum occupancy of each conference room is 68 people. Renter shall ensure that the legal occupancy limit is not exceeded at any time during the rental period.
- e. **Permitted Areas of Use:** The Renter may use the community room, kitchen, and designated restroom(s). Cooking/food preparation is restricted to the community room kitchen. The Renter shall not use any other portion of the building or other City property without the City’s prior written consent. The Renter shall not allow the participants to enter any portion of the City’s building or property other than the Rental Space.
- f. **Not Responsible for Personal Property:** The City is neither responsible nor liable for the theft, loss, or damage to materials, equipment, or other personal property of the Renter or the participants.

2. Permitted Uses

Renter may use the Rental Space for the purpose of conducting meetings and special events that are not intended to, and **do not generate revenue or compensation in any form** for the Renter or any third party. The Rental Space shall **not be used for organized political or religious activities** or any activity that may directly or indirectly injure or damage any individual or property. The Rental Space is not a public forum, and the City reserves the right to reasonably restrict Renter’s use of the Rental Space to prevent a use that does not promote the health, safety, prosperity, security, and general welfare of the City or its citizens.

Smoking is prohibited inside any City building. The burning of incense or any open flame (such as candles), is not permitted in any City building. **Alcohol is prohibited** in the Rental Space or on any other City property.

The Renter shall not use or represent to any third party the address or telephone numbers of any City facility as the Renter's address or telephone numbers; nor shall the Renter in any manner represent or imply that the City sponsors, sanctions or supports the meeting or special event.

Under no circumstances shall Renter or the participants' use of the Rental Space interfere in any manner with City operations.

3. Rent

The Renter shall pay the \$120.00 ("Rent") per rental period. An application listing multiple usage dates during the same calendar month will only be required to make one rent payment for the total amount. Cost incurred by the City in cleaning and/or equipment to their original condition shall be charged to the Renter as additional Rent. **Rental fees may be waived for governmental entities.**

4. Security Deposit

Renter shall pay a security deposit in the amount of **\$200 by VISA, MASTERCARD, or DISCOVER only upon issuance of the visitor's pass** as security for Renter's payment of Rent and performance of its other obligations under this Agreement. If Renter defaults in its payment or Rent or performance of its other obligations, the City may use all or part of the security deposit for the payment of Rent or for the payment of any other amount the City may spend or become obligated to spend by reason of Renter's default or to reimburse the City for any other loss or damage caused by the Renter. If the City so uses any portion of the security deposit, Renter will restore the security deposit to its original amount within five days after written notice from the City. The City will return the unused portion of the security deposit in accordance with Utah law. Renter will need to bring the credit card used for the security deposit with them when returning the visitor's pass in order to receive the appropriate refund of the security deposit. **The Security Deposit maybe waived for governmental entities.**

5. Equipment Supplies

Renter shall have the right to use the movable chairs and tables in the community room and the **equipment and utensils in the kitchen** located in the Rental Space ("Equipment").

6. Cancellation

- a. **By the Renter:** The Renter may cancel a scheduled use of a community/conference room, without penalty, by providing notice of the cancellation **at least 48 hours** before the scheduled date and time of the use. Notice of cancellation must be provided in person, by email or fax:

In Person: Jessica Hoyne, Administrative Secretary
City Hall, 7505 South Holden Street, Midvale, Utah, 84047
Email: jhoyne@midvale.com
Phone: (801) 567-7228
Fax: (801)727-9110

- b. **By the City:** Notwithstanding any other provision of this Agreement, the Renter's right to use the Rental Space is subject to the City's absolute right to use the Rental Space to meet the normal and emergency operations and business needs of the City. While the City will make every effort to avoid canceling an event scheduled by the Renter, the City has the absolute right, at any time to cancel Renter's use of the Rental Space. If possible, the City will attempt to reschedule Renter's use of the Rental Space to another date and time within the same month that is acceptable to the Renter.

7. Reservations

For use of a conference room, **an application must be submitted a minimum of two weeks prior to the date, but no more than six months prior to the date.** Applications are handled on a first come first serve basis. An individual must be at least 18 years of age to sign an application for use. Community room reservation is dependent upon application approval. Applications must be delivered in person, mailed, or faxed to Jessica Hoyne at 7505 South Holden Street, Midvale, Utah, 84047. The application may be obtained at City Hall or on the City website at www.midvalecity.org. If the application is approved, a telephone, mail, or e-mail confirmation will be sent to the individual listed on the application.

8. Visitor Pass

A visitor's pass allowing access to the community room during the time indicated on the application will be issued once the application has been approved. The pass must be picked up in person at Midvale City Hall, 7505 South Holden Street, Midvale, UT 84047. **The pass may not be picked up more than two days prior to the scheduled event. The visitor's pass will expire within 24 hours of use and must be returned within two days after the event. The visitor's pass must NOT be left in the community room.**

9. Care and Cleaning

Use of the community room constitutes the Renter's agreement that the room was clean, in good working order, and in satisfactory condition when the Renter took possession. Janitorial services are not provided. **The Renter is responsible for the care and cleaning of the Rental Space and the Equipment.** The Renter shall leave the Rental Space and the Equipment in the same condition as they existed upon execution of this agreement. The Renter is responsible for the immediate replacement or repair of the Rental Space and/or Equipment damaged during the course and as a result of the Renter or the participants' use of the Rental Space and/or Equipment. **The Conference Room Condition Checklist form attached as Appendix A must be completed and returned to City Hall at the same time the visitor's pass is returned.**

10. Setup and Removal

The Renter is responsible for set-up of the Conference Room. Items may not be pinned or taped to wall structures. Supplies or materials may not be stored in the Conference Room or anywhere else on City property. If the Renter fails to properly clean and restore the Rental Space and/or Equipment to their original location and condition immediately after each use, the City may apply all or a portion of the security deposit, and impose such additional Rent, as is necessary to clean and/or restore the Rental Space and/or Equipment to their original location and condition.

11. Compliance with Federal, State and Local Laws, and the City's Rules

The Renter shall comply with, and shall ensure that the participants comply with, all Federal, State, and local laws, rules and ordinances.

12. Indemnification

The Renter shall indemnify the City and its officers, directors, agents, employees, volunteers, representatives, invitees, guests, and customers, and hold them harmless from any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses arising from the presence of the Renter and/or the participants in the Rental Space or any other City property, or arising from any use by the Renter and/or the participants of the Rental Space or any other City property.

13. Waiver

The Renter, for itself, and on behalf of the participants, fully and unconditionally waive the Renter and participants' individual and collective rights to recover from the City and/or its directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively the "Releasees"), any liability, claim, injury, loss, damage, restitution, or compensation arising out of this Agreement or out of the

Renter and/or the participants' use of the Rental Space, Equipment, or any other City real or personal property. The Releasees shall under no circumstances be liable for any liability claim without limitation, liability for death, personal injury, theft, damage to motor vehicles, loss of property, business interruption, lost profits, consequential damages and rights of subrogation.

14. Defense of Actions

If any claim, action or proceeding is brought against the City and/or its directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns in any form whatsoever arising from any act of omission of the Renter of the participants, the Renter shall, at its sole cost and expense, defend the City by counsel of the City's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum.

15. Insurance

The Renter shall provide the City with a copy of a valid and current insurance declaration page detailing general liability coverage for the Renter. The Renter shall also sign and return the attached Indemnification Agreement with this signed Agreement.

16. Miscellaneous

This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any Agreement provision is held invalid or unenforceable, all other Agreement provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and assigns. This Agreement is not intended to, and shall not confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement the prevailing party shall be awarded its attorney's fees, costs, and expenses, including any attorney's fees, costs and expenses incurred in collecting upon any judgment, award or order. Utah law governs this Agreement. Jurisdiction and venue shall lie exclusively in the City or County Courts for Salt Lake County. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Midvale City, a political subdivision of the State of Utah

By: _____

Its: _____

Date: _____

Renter:

(Name)

By: _____

Title: _____

Date: _____

APPENDIX 'A'

Visitor's Pass

1. Renters may pick-up the visitor's pass up to 1 business days before the reservation date.
2. Renters will only be able to access the building during the reservation time. The Visitor's Pass will be active 30 minutes prior to the reservation.
3. Visitor's Pass works as follows: To unlock the door, swipe the card at the electronic key pad on the south side of the main door. To lock the doors, swipe the card again.
4. The Visitor Pass must be returned to the City within 1 business days after the reservation in order to be eligible for a refund of the security deposit.

Security Deposit

1. In addition to the reservation fee, all renters will be required to leave a \$200 Security Deposit by VISA, MASTERCARD or DISCOVER Card only. This security deposit will be required when renters pick-up the Visitor's Pass.
2. The security deposit will be refunded upon return of the Visitor's Pass key card, provided the room is left in excellent condition after the reservation. If there is any damage to the facility, the deposit will be forfeited according to the fine schedule.
3. Renters will need to bring the credit card used for the security deposit back when returning the Visitor's Pass key card in order to refund the deposit to the account. The credit card information is not kept on file after the deposit it made.

Set-up

1. Renters are required to set-up and clean-up all equipment used.
2. Tables, chairs, microphone and sound system are provided. Any additional needs such as easels, projectors, etc. are not available.

CLEANING: please initial each task has been completed. In order to receive the security deposit back, this must be complete.

Renters are expected to clean-up the community room after use. All supplies needed are located in the closet and kitchen. Clean-up should include the following:

- _____ Wipe off countertops and tables.
- _____ Return all tables, chairs, microphone to closet – in same order as they were before the event.
- _____ Sweep floor area including bathrooms and kitchen.
- _____ Wet mop entire floor area if necessary. ***PLEASE USE HOT WATER ONLY***
- _____ Take out garbage and replace garbage bags. **? Where are the garbage cans located?**
- _____ Clean windows – Check for fingerprints, frosting, etc.
- _____ Secure **ALL** doors used during reservation.

*****It is your responsibility to make sure all outside doors are locked when you leave*****

**For assistance during the reservation, please call
(801) 567-7228 before 5 pm on weekdays or (801) 580-7274 after 5 pm and on weekends.**

NOT PERMITTED:

- NO CANDLES or open flames
- NO TAPE
- NO STAPLES or NAILS of any kind
- **NO ALCOHOL**

FINES:

- Minimal Wall Damage \$50 Marks on the wall & paint chipping
- Leaving facility dirty \$50 Cleaning Charge
- Alcohol on the premises \$200
- Major damage to facility \$200 (or as deemed appropriate) Such as holes in the wall, damage to tables, floor, bathroom, or kitchen
- Leaving building unsecure \$100 w/additional resulting damages.

FINES WILL BE WITHHELD FROM SECURITY DEPOSIT

1. This permit should be with a responsible person at the facility during the reserved activity.
2. Reservation is for the above specified date and time only. **NO EXCEPTIONS!**
3. Midvale City is not responsible for the damage or loss of items left unattended.
4. Adult Chaperones are required for all youth activities. 1 Adult to every 10 children.
5. Refund Policy: 1) Refunds will only be given for reservations cancelled at least 2 days prior to above reservation date. However, medical conditions or other special circumstances will be handled on an individual basis. \$10 of reservation fee is non-refundable to cover city administration costs. 2) All persons requesting a refund must submit a written request to Midvale City in person or by email at www.jhoyne@midvale.com stating reason for refund.
6. I acknowledge that I am authorized to represent the above-named organization and that my signature is binding upon the organization.
7. I agree on behalf of the above-named organization which I represent, for myself personally, to pay for any damage or repairs to Midvale City property caused by any of those invited to or participating in the above activity, and to save, keep and hold harmless Midvale City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorney fees, that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of the above activity which may be occasioned by any willful or negligent act or omissions of any officer, member of the organization, or any person attending the above event.
8. Failure to abide by above rules and regulations could result in immediate termination of reservation and denial of future reservations by the same party.

SIGNATURE OF RESPONSIBLE PERSON _____ **DATE** _____
(Must be 18 years or older)

SIGNATURE OF MIDVALE CITY EMPLOYEE _____ **DATE** _____