



Midvale City  
7505 South Holden Street  
Midvale, UT 84047  
801-567-7200  
[www.midvalecity.org](http://www.midvalecity.org)

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**MIDVALE CITY COUNCIL MEETING  
AGENDA  
September 06, 2016**

**PUBLIC NOTICE IS HEREBY GIVEN** that the **Midvale City Council** will hold a regular meeting on the **6th Day of September, 2016** 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
  - C.       Proclamation for Chief Tony Mason

- 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 Quinn Sperry
  - B.       Councilmember Wayne Sharp
  - C.       Councilmember Stephen Brown
  - D.       Councilmember Paul Glover
  - E.       Councilmember Paul Hunt

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

- VII.     PUBLIC HEARING(S) - 7:00 PM**
  - A.       Consider a text amendment to clarify language for parking and landscaping requirements associated with single family and duplex lots in the SF-1, SF-2, RM-12, and RM-25 zones [*Lesley Burns, City Planner*]

**ACTION: Approve Ordinance No. 2016-O-11 approving a text amendment to clarify language for parking and landscaping requirements associated with single family and duplex lots in the SF-1, SF-2, RM-12, and RM-25 zones**

**VIII. CONSENT AGENDA**

- A. Approve minutes of August 23, 2016 [*Rori Andreason, H.R. Director/City Recorder*]
- B. Set date and time (September 20, 2016 at 7:00 p.m.) for a public hearing to consider a rezone request to add the Public Facilities Overlay to the Canyons School District property and allow a Telecommunications Facility; Canyons School District (applicant); 7852 South Pioneer Street [*Lesley Burns, City Planner*]
- C. Set date and time (September 20, 2016 at 7:00 p.m.) for a public hearing on the Midvale City General Plan 2016 [*Lesley Burns, City Planner*]
- D. Set date and time (September 20, 2016 at 7:00 p.m.) for a public hearing to consider proposed amendments for the FY2017 Budgets [*Laurie Harvey, Assistant City Manager/Admin. Services Director*]

**IX. ACTION ITEMS**

- A. Approve Resolution No. 2016-R-23 approving the Seminary Building Lease Agreement between Midvale City and Utah Community Action [*Lisa Garner, City Attorney*]
- B. Discussion and Approval of Resolution No. 2016-R-30 authorizing the Mayor to enter into a contract with A to Z Landscaping [*Lisa Garner, City Attorney*]
- C. Approve Resolution No. 2016-R-31 ratifying the Unified Police Department's Appointment of a Midvale City Precinct Police Chief [*Kane Loader, City Manager*]
- D. Final Subdivision Plats for Founders Point Phase 1, Phase 2 and Phase 3 (formerly Kimpton Square); located at approximately 7612 South Holden Street. [*Lesley Burns, City Planner*]

**X. DISCUSSION ITEMS**

- A. Discuss Surplus Property [*David Starkey, Senior Accountant*]
- B. Discussion on a rezone request to add the Public Facilities Overlay to the Canyons School District property and allow a Telecommunications Facility; Canyons School District (applicant); 7852 South Pioneer Street [*Lesley Burns, City Planner*]
- C. Discussion on the Midvale City General Plan 2016 [*Lesley Burns, City Planner*]
- D. Discuss proposed amendments to the Overstock Easement Agreement [*Lesley Burns, City Planner*]
- E. Discuss proposed amendment to Exhibit J (Exterior Materials and Colors for Single Family Housing Product) of the Development Agreement for the Founders Point Project, fka Kimpton Square Project [*Lesley Burns, City Planner*]

**XI. ADJOURN**

**CALENDAR OF EVENTS**

Sept 7 – Community Council  
Sept 13 - Workshop  
Sept 14 – Planning Commission  
Sept 20 – Regular Meeting  
Sept 28 – Planning Commission

**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 2<sup>nd</sup> Floor City Hall Lobby, on the City's website at [www.midvalecity.org](http://www.midvalecity.org) and the State Public Notice Website at <http://pmn.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: SEPTEMBER 2, 2016**

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



## MIDVALE CITY COUNCIL SUMMARY REPORT

September 6, 2016

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### **SUBJECT:**

Public Hearing on Zoning Ordinance Text Amendment to Clarify the Language for Parking and Landscaping Requirements for Single Family and Duplex Lots in the SF-1, SF-2, RM-12 and RM-25 Zone Districts (Proposed Ordinance No. 2016-O-11)

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### **SUBMITTED BY:**

Lesley Burns, City Planner

### **SUMMARY:**

After receiving some comments from Midvale residents indicating they have trouble understanding where and what improvements are required for parking on single family and duplex lots, the City Council requested that Staff review the current language and see if it could be clarified and written to be more easily understood by everyone. In reviewing the current language, Staff found the required information to be in both parking and landscaping subsections with wording that is difficult to follow. To address this issue, Staff prepared a proposed text amendment to add clarifying language to the parking improvement provision. This provision is included in all four of the City's residential zoning chapters. The intent of the proposed text amendment was to keep the requirements that have been in place, i.e. required parking to occur on an improved surface (driveway) with limitations on how much area a driveway can cover to ensure there is a balance of landscaping and hard surface areas in front yards, but make the language more understandable.

### **Planning Commission Recommendation**

The proposed text amendment was presented to the Planning Commission at a public hearing held on July 27, 2016. Following the public hearing and some discussion, the Planning Commission requested some additional modifications. On August 10, 2016, the Planning Commission forwarded a recommendation to the City Council to clarify the language related to the parking and landscape requirements for single family and duplex lots in the SF-1, SF-2, RM-12 and RM-25 zone districts. The Planning Commission's recommendation is included in Attachment A of the proposed ordinance.

**FISCAL IMPACT:** N/A

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**STAFF RECOMMENDATION:**

Staff agrees with the Planning Commission's recommendation and recommends the adoption of Ordinance No. 2016-O-11.

**RECOMMENDED MOTION:**

*"I move that we adopt Ordinance No. 2016-O-11, clarifying the language for parking and landscaping requirements for single family and duplex lots in the SF-1, SF-2, RM-12 and RM-25 zone districts."*

**Attachments:**

- Proposed Ordinance No. 2016-O-11

**ORDINANCE NO. 2016-O-11**

**AN ORDINANCE CLARIFYING THE LANGUAGE FOR PARKING AND LANDSCAPING REQUIREMENTS FOR SINGLE FAMILY AND DUPLEX LOTS IN THE SF-1, SF-2, RM-12 AND RM-25 ZONE DISTRICTS; 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 vision of the City; and

**WHEREAS**, the City determined a need to clarify the language regarding the requirements for parking and landscaping for single family and duplex lots, and specific language and formatting within the zoning ordinance for these requirements was created as a text amendment; and

**WHEREAS**, the Planning Commission held a public hearing on July 27, 2016 to review the proposed text amendment language regarding this issue, with such meeting being preceded by notice through publication in the Salt Lake Tribune and Deseret News on July 13, 2016, and the Planning Commission forwarded a recommendation with specific language and formatting to the City Council on August 10, 2016; and

**WHEREAS**, the City Council of Midvale City, Utah held a public hearing on September 6, 2016, which meeting was preceded by notice through publication in the Salt Lake Tribune and Deseret News on August 23, 2016; and

**WHEREAS**, the City Council of Midvale City, Utah, after taking into consideration citizen testimony, planning analysis, and the Planning Commission recommendation, finds it is appropriate and within the best interests of the City to make these clarifications in the Midvale Municipal Code.

**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 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
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**

**SF-1, SF-2, RM-12 and RM-25 Zone Districts – Clarification for Parking and Landscaping Requirements for Single Family and Duplex Lots**

Text Additions  
~~Text Deletions~~

**Chapter 17-7-1  
SINGLE FAMILY RESIDENTIAL ZONE (SF-1)**

**17-7-1.4 Development standards.**

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The following development standards apply to all new development in the zone:

- E. ~~Parking/Driveway Access.~~ Each lot shall provide two parking spaces in accordance with Section 17-7-1.8 A. ~~a garage or the side or rear yard of the property. The driveway shall have a maximum paved width of twenty feet, or forty percent of the lot frontage, whichever is greater. The driveway may extend an additional ten feet in width behind the sidewalk.~~
- F. ~~Landscaping.~~ Each lot shall be landscaped in accordance with Section 17-7-1.7 A.
- FG. ~~Utilities.~~ Each dwelling must be serviced by a public water and sewer system.

**17-7-1.8 Parking.**

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- A. All residential lots shall provide a minimum of two improved off-street parking spaces for personal automobiles in a driveway, garage or carport, or in the side or rear yard. ~~The driveway shall be paved with concrete or asphalt and shall have a maximum width of twenty feet, or forty percent of the lot frontage, whichever is greater. This measurement shall be taken at the drive approach and sidewalk. The paved driveway may extend an additional ten feet in width behind the sidewalk. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. Landscaping areas in front of the dwelling space in excess of the permitted driveway width shall not be surfaced for parking.~~
- B. Storage of individual recreational vehicles (RVs), travel trailers, boat trailers and utility trailers shall occur in an improved off-street location a minimum of five feet behind the sidewalk. ~~No portion of the RV or trailer, or~~



anything attached to the RV or trailer, shall extend closer than five feet to the sidewalk. This includes, but is not limited to, hitches. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. ~~Landscaped areas in front of the dwelling space shall not be surfaced for parking.~~

C. An applicant for new development shall propose on-site parking as follows:

**Table 17-7-1.8**

**Parking**

| Uses   | Parking Requirement  |
|--|--|
| Accessory Apartment  | 1 space  |
| Accessory Structure—<br>Occupied   | 1 space in addition to requirements for primary structure  |
| Child Care Facility/Center   | 1 space per on-duty employee and 1 per 6 children  |
| Group Home   | The greater of: 1 space per 2 bedrooms plus 1 space per employee per shift, or 2 per 3 employees per shift |
| Master Planned Development   | As determined by planning commission, based on the proposed uses and the potential for shared parking      |
| Neighborhood Commercial  | 2 spaces per 1,000 s.f. of leasable area   |
| Public and Quasi-Public Institution, Church and School; Public Utility; Municipal Facility | The greater of: 1 space per 5 seats, or 2 spaces per 3 employees, or 1 space per 1,000 s.f.                |
| Single Family/Duplex   | 2 spaces per dwelling unit <del>(may be comprised of pavers or gravel)</del>                               |

**Chapter 17-7-2**  
**SINGLE FAMILY RESIDENTIAL ZONE (SF-2)**

**17-7-2.4 Development standards.**

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The following development standards apply to all new development in the zone:

- E. ~~Parking/Driveway Access.~~ Each lot shall provide two parking spaces in accordance with Section 17-7-2.8 ~~A. a garage or the side or rear yard of the property. The driveway shall have a maximum paved width of twenty feet, or forty percent of the lot frontage, whichever is greater. The driveway may extend an additional ten feet in width behind the sidewalk.~~
- F. ~~Landscaping.~~ Each lot shall be landscaped in accordance with Section 17-7-2.7 A.
- ~~FG.~~ Utilities. Each dwelling must be serviced by a public water and sewer system.

**17-7-2.8 Parking.**

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- A. All residential lots shall provide a minimum of two improved off-street parking spaces for personal automobiles in a driveway, garage or carport, or in the side or rear yard. ~~The driveway shall be paved with concrete or asphalt and shall have a maximum width of twenty feet, or forty percent of the lot frontage, whichever is greater. This measurement shall be taken at the drive approach and sidewalk. The paved driveway may extend an additional ten feet in width behind the sidewalk. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. Landscaping areas in front of the dwelling space in excess of the permitted driveway width shall not be surfaced for parking.~~
- B. Storage of individual recreational vehicles (RVs), travel trailers, boat trailers and utility trailers shall occur in an improved off-street location a minimum of five feet behind the sidewalk. ~~No portion of the RV or trailer, or anything attached to the RV or trailer, shall extend closer than five feet to the sidewalk. This includes, but is not limited to, hitches. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. Landscaped areas in front of the dwelling space shall not be surfaced for parking.~~

C. An applicant for new development shall propose on-site parking as follows:

**Table 17-7-2.8**

**Parking**

| <b>Uses</b>  | <b>Parking Requirement</b>   |
|--|--|
| Accessory Apartment  | 1 space  |
| Accessory Structure—<br>Occupied   | 1 space in addition to requirements for primary structure  |
| Child Care Facility/Center   | 1 space per on-duty employee and 1 per 6 children  |
| Group Home   | The greater of: 1 space per 2 bedrooms plus 1 space per employee per shift, or 2 per 3 employees per shift |
| Master Planned Development   | As determined by planning commission, based on the proposed uses and the potential for shared parking      |
| Neighborhood Commercial  | 2 spaces per 1,000 s.f. of leasable area   |
| Public and Quasi-Public Institution, Church and School; Public Utility; Municipal Facility | The greater of: 1 space per 5 seats, or 2 spaces per 3 employees, or 1 space per 1,000 s.f.                |
| Single Family/Duplex   | 2 spaces per dwelling unit ( <del>may be comprised of pavers or gravel</del> )                             |

**Chapter 17-7-3**  
**MULTIFAMILY RESIDENTIAL—MEDIUM DENSITY ZONE (RM-12)**

**17-7-3.7 Parking.**

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A. All single family and duplex residential lots shall provide a minimum of two improved off-street parking spaces for personal automobiles in a driveway, garage or carport, or in the side or rear yard. The driveway shall be paved with concrete or asphalt and shall have a maximum width of twenty feet, or forty percent of the lot frontage, whichever is greater. This measurement shall be taken at the drive approach and sidewalk. The paved driveway may extend an additional ten feet in width behind the sidewalk. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. ~~Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. Landscaping areas in front of the dwelling space in excess of the permitted driveway width shall not be surfaced for parking.~~

B. Storage of individual recreational vehicles (RVs), travel trailers, boat trailers and utility trailers shall occur in an improved off-street location a minimum of five feet behind the sidewalk. No portion of the RV or trailer, or anything attached to the RV or trailer, shall extend closer than five feet to the sidewalk. This includes, but is not limited to, hitches. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. ~~Landscaped areas in front of the dwelling space shall not be surfaced for parking.~~

**Chapter 17-7-4**  
**MULTIFAMILY RESIDENTIAL—MEDIUM TO HIGH DENSITY ZONE (RM-25)**

**17-7-4.7 Parking.**

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A. All single family and duplex residential lots shall provide a minimum of two improved off-street parking spaces for personal automobiles in a driveway, garage or carport, or in the side or rear yard. The driveway shall be paved with concrete or asphalt and shall have a maximum width of twenty feet, or forty percent of the lot frontage, whichever is greater. This measurement shall be taken at the drive approach and sidewalk. The paved driveway may extend an additional ten feet in width behind the sidewalk. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. ~~Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. Landscaping areas in front of the dwelling space in excess of the permitted driveway width shall not be surfaced for parking.~~

B. Storage of individual recreational vehicles (RVs), travel trailers, boat trailers and utility trailers shall occur in an improved off-street location a minimum of five feet behind the sidewalk. No portion of the RV or trailer, or anything attached to the RV or trailer, shall extend closer than five feet to the sidewalk. This includes, but is not limited to, hitches. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. ~~Landscaped areas in front of the dwelling space shall not be surfaced for parking.~~



**CITY COUNCIL MEETING**  
*Minutes*

**Tuesday, August 23, 2016**

**Midvale City**  
**7505 South Holden St**  
**Midvale, UT 84047**

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**MAYOR:** Mayor JoAnn B. Seghini

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

**STAFF:** Phillip Hill, Asst. City Manager/CD Director; Laurie Harvey, Asst. City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Lisa Garner, City Attorney; Stephen Black, Streets/Storm Drain Superintendent; Danny Walz, Redevelopment Agency Director; Chief Scott McBride, UFA; Lesley Burns, City Planner; Matt Hilderman, Associate Planner; Christopher Butte, Economic Development Director; and Matt Pierce, System Network Administrator.

Mayor Seghini called the meeting to order at 6:33 p.m.

**I. INFORMATIONAL ITEMS**  
**A. DEPARTMENT REPORTS**

Chief McBride had nothing to report.

Laurie Harvey updated the Council on staffing issues. She also said a Utopia meeting was held with frontline staff so everyone is informed about Utopia and how to answer questions. She discussed the Union Jordan Irrigation System users. The users' costs each year are \$2000. The City isn't billing them the full cost of maintaining that system. It takes 3 employees 15 full days to prepare for the season then they have to check the gate everyday including the weekends which is overtime. There are also additional costs, use of vactor, one ton and backhoe. They have asked that the city consider buying them out of their lease right. Their last offer at the last meeting was \$10,000, based on cost of a 1" meter average use. The benefit to Midvale City would be that it would free up 18 weeks of one storm water technician's time; save the wear and tear on our equipment; and it reduces the City's liability.

Stephen Black said the liability is high with the irrigation ditch is running in the backyards of the whole east side of the City. They are constantly maintaining the ditches. He would like to eventually redirect the water to a pipe and get the water out of the ditch.

Laurie Harvey asked the Council for permission to proceed with the agreements. The Council agreed.

Stephen Black reported that he has one opening in the Streets Department that he will be filling. Councilmember Stephen Brown asked if there has been increased work and cost due to the year round homeless shelter. Stephen Black said absolutely. It takes a lot more manpower to clean

the parks since there are a sizable number of homeless individuals sleeping in the parks as well as defecating on the stage, etc.

Danny Walz said one of the homes the City owns on Allen Street burned down a week or so ago. This has sped up the demolition of the homes. The utilities have been shut off on all three homes. He anticipated demolition starting on Friday or Monday on the homes.

Rori Andreason discussed open positions within the City. She also discussed who the Council would designate as volunteers. These volunteers would not be associated with a 501C3. She mentioned the Harvest Days Committee, CERT Volunteers, Audit Committee and Planning Commission. The Council agreed to move forward with the Volunteer dinner with these designated volunteers.

Phillip Hill discussed the street trees on Main Street that are raising the sidewalks. He said they need to be removed. He also asked the Council for a volunteer to sit on the Jordan River Commission. He said he would be the alternate member on the Board and would have voting rights, but there also needs to be a Council Member on that Board. The Council said they would think about it.

## **II. CITY MANAGER'S REPORT**

Kane Loader was excused.

## **III. GENERAL BUSINESS**

### **A. Welcome and Pledge of Allegiance**

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

## **IV. PUBLIC COMMENTS**

Wade Walker 116 W. Alta View Dr. said he received additional petitions which he wanted to submit for the record. He said he felt like the petitions were dismissed fairly quickly. He asked what they could do in the interim instead of being told to cross their fingers. He said the Council had brought up some items and issues that would be relevant to a moratorium. He feels like the water issues on 10<sup>th</sup> East is another issue. He is concerned with the setbacks and transitions in the apartment and single family home zones. He said he liked the draft ideas in the general plan. He thanked the staff for the e-notifications for public notices on the new website.

**Katie Calhoun Evergreen Management & Parleys Partners** said she manages Burk Hill apartments in Murray which is an incredible community. They make sure they put good people in their apartments and make sure they abide by the rules. She said if the Council allows the Midvale Station apartments into the community, she would be a partner in managing those and would assure their standards will continue in this community. She invited the Council or anyone to take a tour of their community located at 16 E. Gillbride Avenue, Murray.

Councilmember Sharp asked if they allow dogs. Ms. Calhoun said they do because ADA standards of animals have become broad. They have breed restrictions and have a two animal

maximum. Companion animals are also welcome. She said management pays for DNA testing on the animals so if the residents don't pick up after their dogs, they pick it up and test it then charge the owners. She said they have two dog parks in Murray. She said she will insist on at least having doggie stations in Midvale. She said Burk Hill apartments have 70% affordable and 30% market units.

**V. COUNCIL REPORTS**

- A. Councilmember Paul Hunt** – had nothing to report.
- B. Councilmember Quinn Sperry** – had nothing to report.
- C. Councilmember Wayne Sharp** – had nothing to report.
- D. Councilmember Stephen Brown** – had nothing to report.
- E. Councilmember Paul Glover** – had nothing to report.

**VI. MAYOR REPORT**

**Mayor JoAnn B. Seghini** – said she has spent most of the day dealing with the homeless population in Salt Lake City. They are looking for two sites, one for men and one for women. They are hoping to have the sites by August. It is important that these sites are not close to a freeway entrance.

**MOTION: Councilmember Paul Glover MOVED to open a public hearing. The motion was SECONDED by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.**

**VII. PUBLIC HEARING(S) – 7:00 PM**

- A. CONSIDER REZONING PROPERTY LOCATED BETWEEN 263 EAST – 297 EAST FORT UNION BOULDEVARD FROM SINGLE-FAMILY RESIDENTIAL/DUPLEX OVERLAY & 7200 SOUTH OVERLAY TO MIXED-USE/7200 SOUTH OVERLAY (SF1-DO & 7200 SOUTH-MU/7200 SOUTH)**

Matt Hilderman stated this rezone proposal is being requested for the purpose of building a three-story medical and retail office building identified as the Fort Union Medical Plaza. This property is approximately 1.61 acres in size and includes several existing single-family residences and associated accessory structures. This proposal will require a rezone from SF-1/DO and 7200 SO to MU/7200 SO.

The applicant Quinn Millet has proposed to construct 18,003 sq. ft. of medical office use and 1,320 sq. ft. of medical retail use. The building has provided entrances along 7200 South, 300 East, and the rear of the building and has incorporated pedestrian connections throughout the site. The existing access points along 7200 South and 300 East will continue to remain with a proposed 24-foot wide driveway access traversing through the site and the applicant has also proposed a 16 ½ foot-wide drop-off area along 7200 South for inpatient/outpatient services.



Each elevation includes a combination of brick veneer, windows and doors, stucco, a solar screen wall, a brise-soleil shade system, and a large expanse of window and door openings oriented towards 7200 South and 300 East. The height of the building varies between 34' ¾" to 43' 8 ¾" and in some sections exceeds the maximum height limitation of 35-feet. The planning commission may grant minor exceptions to the height maximums, in writing, for mixed-use developments and found that the height increase of the overall office building is appropriate based on the overall operation of the structural features, the use of equivalent materials being proposed and design merit, and approved the height increase.

The applicant has provided a total of 23.2% landscaping, exceeding the 10% minimum landscaping requirement. There are existing fencing types separating these properties that are proposed to be removed and installation of an 8-foot masonry wall to provide buffering between the commercial and permanent residential uses to the North and West. A medical office use requires 5 stalls per 1,000 square feet of leasable building area and 3 stalls per 1,000 square feet of leasable building area for retail and service commercial uses. The applicant has provided 94 parking stalls on-site and included the required perimeter landscaping and interior parking lot landscaping.

The Fire Marshall and City Engineer have reviewed and approved the preliminary development layout. Detailed construction drawings shall be reviewed and approved as part of the final site plan application.

In order for this development to proceed as proposed, the following approvals are required from the City:

1. A rezone of the entire property from SF1/DO & 7200 SO to MU/7200 SO.
2. Site plan approval of the medical and retail office building.

### **General Plan and Rezone**

The entire property is approximately 1.61 acres (70,131.60 sq. ft.) in size. This area is currently designated as mixed use on the General Plan Proposed Land Use Map and is zoned single-family residential with a duplex overlay and a 7200 South overlay. These properties are located within the 7200 South overlay zone which was created to facilitate the transition of the 7200 South corridor from residential to a mix of residential and commercial uses. This proposal is consistent with the General Plan and the development requirements of the mixed use and 7200 South overlay zone districts. These properties are surrounded by existing single-family developments to the North, South, East and West, and pockets of mixed use development and multifamily residential development to the South.

Under Section 17-3-1 of the Zoning Ordinance, the Planning Commission may recommend, and the City Council may grant, a rezoning application if it determines the rezoning is consistent with the goals and policies of the Midvale City General Plan, and the following:

1. The proposed rezoning is necessary either to comply with the Midvale City General Plan Proposed Land Use Map, or to provide land for a community need that was not anticipated at the time of the adoption of the Midvale City General Plan;

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by natural characteristics of the land, including but not limited to steep slopes, floodplain, unstable soils, and inadequate drainage; or

3. Land surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area.

The applicant believes the medical building proposal is a viable use for the property that will provide a service to the community, maintain a continuation of an orderly development pattern, fit into the community by alleviating nuisances and maintenance concerns, and be an enhancement to the area. This request allows in-fill development opportunities of an area that could otherwise remain underutilized and furthers the City goal to provide adequate separation between commercial and residential uses.

### **Planning Commission Recommendation**

The Planning Commission reviewed the rezone request and conducted a public hearing on Wednesday, July 13, 2016. The Planning Commission reviewed the submitted information and public comment. It was the Planning Commission's decision to forward a positive recommendation concerning the rezone request with the following motion:

*"Based on compliance with the General Plan and Zoning Ordinance, I move that we forward a positive recommendation to the City Council to rezone the properties between 263 East – 297 East 7200 South from SF-1 with a Duplex Overlay and 7200 South Overlay to Mixed-Use with a 7200 South Overlay with the following condition:*

*1. Development on the property shall occur in a manner consistent with the attached site plan."*

Adoption of an ordinance is required for all rezones. If the City Council decides to approve the rezone as requested, an ordinance has been prepared to accomplish this, proposed Ordinance No. 2016-O-10.

Mayor Seghini opened the public hearing to public comment.

Quinn Millett, applicant, described the proposed development. He expressed his appreciation to the Council.

Joyce Badont said it will be very busy with school children there.

Brenda Powell said she lives next to the parking lot. She said they don't love having a building there but the neighborhood was becoming run down. As neighbors go, this was the best scenario.

Councilmember Paul Glover asked what the typical office hours would be.

Quinn Millett said it depends on the doctors but probably 5 to 7 p.m. No urgent care facilities.

**MOTION:** Councilmember Quinn Sperry **MOVED** to close the public hearing. The motion was **SECONDED** by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.

**ACTION: APPROVE AN ORDINANCE NO. 2016-O-10 REZONING PROPERTY LOCATED BETWEEN 263 EAST – 297 EAST FORT UNION BOULEVARD FROM SINGLE-FAMILY RESIDENTIAL/DUPLEX OVERLAY & 7200 SOUTH OVERLAY TO MIXED-USE/7200 SOUTH OVERLAY (SF-1/DO & 7200 SOUTH-MU/7200 SOUTH**

**MOTION:** Councilmember Paul Hunt **MOVED** that based on compliance with the Midvale City General Plan and Zoning Ordinance, I move that we adopt Ordinance No. 2016-O-10, rezoning approximately 1.61 acres of property located between 263 East – 297 East 7200 South, as specifically described in the ordinance from SF-1 with a Duplex Overlay and 7200 South Overlay to Mixed-Use with a 7200 South Overlay. The motion was **SECONDED** by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none she 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 Wayne Sharp. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.

**B. CONSIDER REZONING PROPERTY LOCATED AT 179-189 WEST 8600 SOUTH FROM REGIONAL COMMERCIAL (RC) TO SINGLE FAMILY RESIDENTIAL (SF-1); WATCHMAN/DRAPER REZONE**

Lesley Burns stated the applicants, Lawrence Watchman and David Draper, are requesting that their two properties located at 179 and 189 West 8600 South be rezoned from Regional Commercial (RC) to Single Family Residential (SF-1). These properties each have a single family house and are each approximately 0.30 acres in size. The applicants are making this request in order to have zoning that matches the existing use on the properties, and to be able to make residential improvements.

Under Section 17-3-1 of the Zoning Ordinance, the Planning Commission may recommend, and the City Council may grant, a rezoning application if it determines the rezoning is consistent with the goals and policies of the Midvale City General Plan, and the following:

1. The proposed rezoning is necessary either to comply with the Midvale City General Plan Proposed Land Use Map, or to provide land for a community need that was not anticipated at the time of the adoption of the Midvale City General Plan;
2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by natural characteristics of the land, including but not limited to steep slopes, floodplain, unstable soils, and inadequate drainage; or
3. Land surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area.

The General Plan Proposed Land Use Map designates these properties as a low density residential use. The current RC zoning designation is not consistent with the General Plan Proposed Land Use Map; the proposed rezone to SF-1 would make the zoning on the properties consistent with the current land use designation. The property directly east, although zoned RC, is currently being used as single family residential. The property directly west has been recently rezoned to SF-1. With the exception of the properties to the west of 193 West 8600 South, 8600 South is primarily a single family residential neighborhood west of the canal near State Street to Harrison Street. 8600 South functions and is designed as a neighborhood road. The location is not conducive to most commercial uses with its lack of visibility and traffic. It is better suited for residential type development.

#### **Planning Commission Recommendation**

The Planning Commission conducted a public hearing and discussed this request on July 27, 2016. At this meeting, the Planning Commission forwarded the following motion to the City Council for its consideration:

*“Based on compliance with the Midvale City General Plan and existing development in the area and on these properties, I move that we forward a positive recommendation to the City Council to rezone the properties at 179 and 189 West 8600 South from Regional Commercial (RC) to Single Family Residential (SF-1).”*

Adoption of an ordinance is required for all rezones. If the City Council decides to approve the rezone as requested, an ordinance has been prepared to accomplish this.

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

**MOTION: Councilmember Paul Glover MOVED to close the public hearing. The motion was SECONDED by Councilmember Wayne Sharp. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously**

**ACTION: APPROVE ORDINANCE NO. 2016-O-09 REZONING PROPERTY LOCATED AT 179-189 WEST 8600 SOUTH FROM REGIONAL COMMERCIAL RC TO SINGLE FAMILY RESIDENTIAL (SF-1); WATCHMAN DRAPER REZONE**

**MOTION: Councilmember Quinn Sperry MOVED that based on the Planning Commission's recommendation, I move that we adopt Ordinance No. 2016-O-09 rezoning the two parcels located at 179 and 189 West 8600 South from Regional Commerce to Single-Family Residential. The motion was SECONDED Councilmember Wayne Sharp. Mayor Seghini called for discussion on the motion. There being none the she 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.

**VIII. CONSENT AGENDA**

- A. APPROVE MINUTES OF AUGUST 9 AND 16, 2016**
- B. SET DATE AND TIME [SEPTEMBER 6, 2016 AT 7:00 P.M.] FOR A PUBLIC HEARING TO CONSIDER A TEXT AMENDMENT TO CLARIFY LANGUAGE FOR PARKING AND LANDSCAPING REQUIREMENTS ASSOCIATED WITH SINGLE FAMILY AND DUPLEX LOTS IN THE SF-1, SF-2, RM-12, AND RM-25 ZONES**

**MOTION: Councilmember Wayne Sharp MOVED to approve the consent agenda. The motion was SECONDED by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the she 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. ACTION ITEMS**

- A. APPROVE RESOLUTION NO. 2016-R-23 APPROVING THE SEMINARY BUILDING LEASE AGREEMENT BETWEEN MIDVALE CITY AND COMMUNITY ACTION**

Lisa Garner stated that on June 2, 2015, the Church of Jesus Christ of Latter-day Saints donated the former Midvale Middle School Seminary Building to the City. As a condition of its donation, the Church required that the City use the property as "an education center and a community

medical and dental clinic.” Originally the City envisioned allowing Community Building Community using the building as a medical clinic. However, as the City and CBC became more familiar with the building, it became evident that the CBC would be unable to use the building as a clinic.

After terminating the lease agreement with CBC, another non-profit, Utah Community Action (formerly known as Salt Lake Community Action), approached the City about leasing the property to house its Head Start program. The Head Start program is a comprehensive early childhood development program that serves low-income children and their families. UCA believes that this property will be perfect for their needs. Furthermore, UCA’s use will not violate the conditions of the City’s deed.

This agreement is intended to be a long-term arrangement, and the initial term is 20 years. UCA has agreed to pay \$2,000 per month in rent for use of the property. In addition, they have also agreed to pay for any improvements they choose to make for the property. The City would primarily be responsible for maintenance of the structure and parking areas. Additionally, the rent amount is reviewable every two years to ensure that rent does not fall far behind market rates.

**FISCAL IMPACT: Annual income of \$24,000.**

The Council wanted to make sure there was a clause for a 90 day termination notice as well as making sure it was clear that the Utah Community Action would be doing the landscaping and not the City. The Council wanted the agreement brought back with those changes.

**B. APPROVE RESOLUTION 2016-R-29 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MILLER PAVING FOR THE RECONSTRUCTION OF 9<sup>TH</sup> AVENUE**

Keith Ludwig stated the City had received funds from the State of Utah to help mitigate the issues of having the homeless shelter operate year round. A portion of these funds are to be used for the reconstruction of 9<sup>th</sup> Avenue.

The plans and specifications were finalized and the project put out for bid. A bid opening was held on July 28, 2016 and after evaluating the bidding documents, determined that Miller Paving had the lowest responsible bid.

An award letter was sent to Miller Paving and an agreement has been prepared for this project. A preconstruction meeting will be held with Miller Paving as soon as possible so that they can get this project underway. Due to the limited timeframe to get this project started, he requested the Council suspend the rules so action could be taken on this item that evening.

**FISCAL IMPACT:** The funding for this project consists of monies received by the State of Utah which will cover Miller Paving’s bid of \$388,264.

**MOTION: Councilmember Wayne Sharp MOVED that we suspend the rules and approve Resolution No. 2016-R-29, to enter into an agreement with Miller**

**Paving Inc. for the construction of the 9<sup>th</sup> Avenue Reconstruction Project to authorize the Mayor to sign the agreement. The motion was SECONDED by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:**

|                                     |            |
|-------------------------------------|------------|
| <b>Council member Stephen Brown</b> | <b>Aye</b> |
| <b>Council member Paul Glover</b>   | <b>Aye</b> |
| <b>Council member Paul Hunt</b>     | <b>Aye</b> |
| <b>Councilmember Wayne Sharp</b>    | <b>Aye</b> |
| <b>Council member Quinn Sperry</b>  | <b>Aye</b> |

**The motion passed unanimously.**

**X. DISCUSSION ITEM**

**A. PRESENTATION OF THE RECOMMENDED MIDVALE CITY  
GENERAL PLAN 2016; CONSULTANT LOGAN SIMPSON DESIGN INC.**

Lesley Burns said we are nearing the end of a year and a half process for the Midvale City General Plan. The purpose of a general plan is to establish a vision for the City, and then use this for a guideline on policies for planning.

Logan Simpson Consultants reviewed the process of the General Plan and how the recommended General Plan was crafted.

Alan Litster expressed his appreciation to the Council and for what they do for the community. He eloquently explained the process and importance of the Planning Commission's efforts of the General Plan process.

Shane Lidtke agreed with Alan Litster's comments. He said that Midvale City has a great Planning Commission. It has a lot of great diversity and views. He appreciates the respect that everyone has for one another and also the involvement from the community.

The Council said they felt comfortable with moving forward with a public hearing.

**B. DISCUSS A PROPOSED TEXT AMENDMENT TO CLARIFY  
LANGUAGE FOR PARKING AND LANDSCAPING REQUIREMENTS  
ASSOCIATED WITH SINGLE FAMILY AND DUPLEX LOTS IN THE  
SF-1, SF-2, RM-12, AND RM-25 ZONES**

Lesley Burns stated that after receiving some comments from Midvale residents indicating they have trouble understanding where and what improvements are required for parking on single family and duplex lots, the City Council requested that Staff review the current language and see if it could be clarified and written to be more easily understood by everyone. In reviewing the current language, Staff found the required information to be in both parking and landscaping subsections with wording that is difficult to follow. To address this issue, Staff prepared a proposed text amendment to add clarifying language to the parking improvement provision. This provision is included in all four of the City's residential zoning chapters. The intent of the proposed text amendment was to keep the requirements that have been in place, i.e. required parking to occur on an improved surface (driveway) with limitations on how much area a

driveway can cover to ensure there is a balance of landscaping and hard surface areas in front yards, but make the language more understandable.

**Planning Commission Recommendation**

The proposed text amendment was presented to the Planning Commission at a public hearing held on July 27, 2016. Following the public hearing and some discussion, the Planning Commission requested some additional modifications. On August 10, 2016, the Planning Commission forwarded a recommendation to the City Council to clarify the parking and landscape requirements for single family and duplex lots in the SF-1, SF-2, RM-12 and RM-25 zone districts as proposed.

The Council asked staff to write newsletter articles for the Journal regarding why parking on the side yard is not ok and regarding landscaping requirements, etc.

**XII. ADJOURN**

**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 9:33 p.m.

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**Rori L. Andreason, MMC**  
**H.R. DIRECTOR/CITY RECORDER**

Approved this 6<sup>th</sup> day of September, 2016.





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## MIDVALE CITY COUNCIL SUMMARY REPORT

September 6, 2016

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### **SUBJECT:**

Set Public Hearing for September 20, 2016 and Discussion on a Rezone request to add a Public Facilities Overlay to the Canyons School District property and allow a Telecommunications Facility at approximately 7852 South Pioneer Street

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### **SUBMITTED BY:**

Lesley Burns, City Planner

### **SUMMARY:**

The Canyons School District and AT&T are proposing to construct a 70 foot high “slim line” monopole with up to 12 flush mounted, panel antennas near the middle of the Midvale Elementary and Middle School grounds located at 7852 South Pioneer Street. This telecommunications facility would also include an adjacent 12 x 24 foot equipment shelter. This monopole would replace the temporary facility that was erected when the Middle School building with wall and roof mounted antennas was torn down for the construction of the new middle school.

The school property is currently zoned Single Family Residential (SF-1). This zone allows the school, but does not allow telecommunications facilities greater than 35 feet in height. The antennas on the old building complied with the wall and roof mounted telecommunications facility requirements in the SF-1 zone. The new middle school building cannot provide the needed height to provide cellular coverage to the surrounding area and along I-15 as did the old building. This telecommunications facility serves the community by providing cellular service, including service used by emergency response agencies. Without it, all of the surrounding area, including a section of I-15, will not have cellular coverage. In order to address this need, a request has been made to rezone the school district property (approximately 25 acres) to include the Public Facilities Overlay, which can allow a telecommunications facility with a 70 foot monopole, as well as to approve the proposed site plan for the monopole.

The Public Facilities Overlay can allow a telecommunications facility with a pole over 35 feet in height provided the telecommunications facility complies with the specific criteria found in the Overlay. The school campus, an educational institution, is considered a public facility. This criteria includes the following:

1. The telecommunications facility must be located with and designed as part of a public facility.

2. Evidence must be provided demonstrating the telecommunications facility location and configuration is necessary to provide transmission/reception coverage for an area that cannot otherwise be serviced by other telecommunications facility sites; and, without the proposed telecommunications facility, it would result in a public detriment.
3. The telecommunications facility shall be designed to allow for co-location of services for multiple providers if possible.
4. If the telecommunications facility includes a tower or pole above thirty-five feet in height, the structure shall comply with the following:
  - a. The structure shall be located a minimum of 250 feet from an existing residential use.
  - b. The maximum height shall be eighty-five feet.
  - c. No more than one tower or pole, of any height shall be considered for each public facility.

The proposed telecommunications facility has been incorporated into the overall site for the two school campus. The location is proposed in a fenced area near the middle of the property, where it does not impact the operation and function of the schools. It is also the location that is the least obtrusive to the surrounding residences on all four sides of the school district property. The school district has an existing lease with AT&T that allows the telecommunications facility on the property. AT&T has provided maps showing the coverage with and without this facility. For the facility to provide any coverage, the antennas cannot be less than 55 feet in height. In order to flush mount the antennas (providing the smallest span of antennas on the pole) and provide room for additional antennas that may be needed in the future (possibly co-location with other providers); the 70 foot high pole is being proposed. The pole is proposed to be located approximately 500 feet from the rear property lines of the surrounding residential properties.

### **Planning Commission Recommendation**

The Planning Commission conducted a public hearing and discussed this request on August 24, 2016. At this meeting, the Planning Commission forwarded the following findings and motions to the City Council for its consideration:

Findings:

*“I move we adopt the following findings:*

1. *The public school is considered in our code as a Public Facility and thereby qualifies for the Public Facility overlay.*
2. *Reasonable telecommunication services could not be provided at any other reasonable location in Midvale.*
3. *There would be a significant hole in telecommunication service provided by AT&T if they were not to locate in this location.”*

Rezone:

*“Based upon these findings, I move that we forward a positive recommendation to the City Council to rezone the 25 acres owned by the Canyons School District located at 7852 South Pioneer Street to include the Public Facilities Overlay Zone.”*

Telecommunications Facility Site Plan:

*“Based on the proposed telecommunications facility with the 70 foot monopole complying with the specific criteria for a telecommunications facility in the Public Facilities Overlay, I move that we approve the site plan for the AT&T facility as presented. Before construction of the facility can commence, AT&T will need to obtain a Building Permit from Midvale City.”*

**FISCAL IMPACT:** N/A

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**STAFF RECOMMENDATION:**

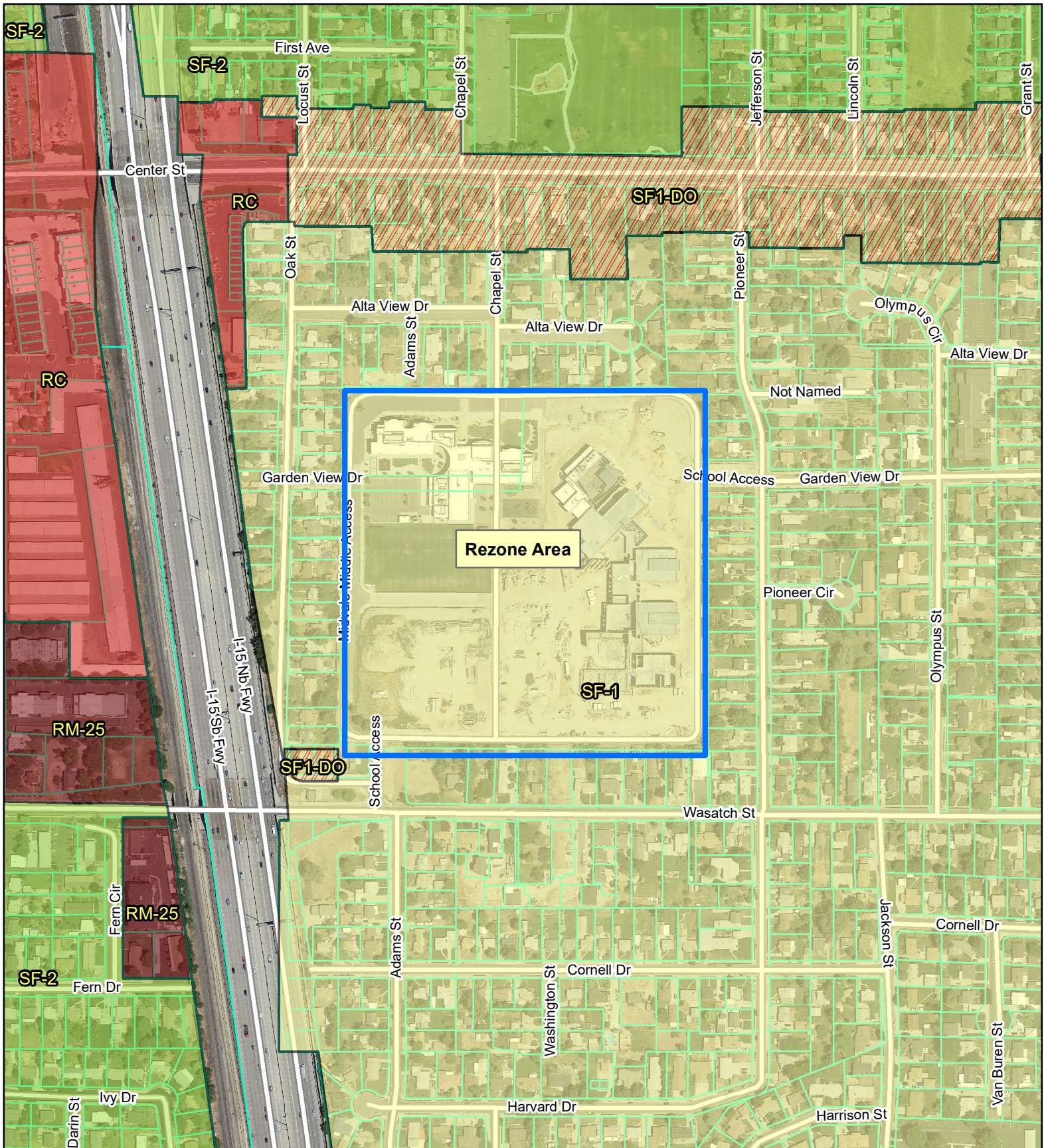
Staff agrees with the Planning Commission’s recommendation.

**RECOMMENDED MOTION:**

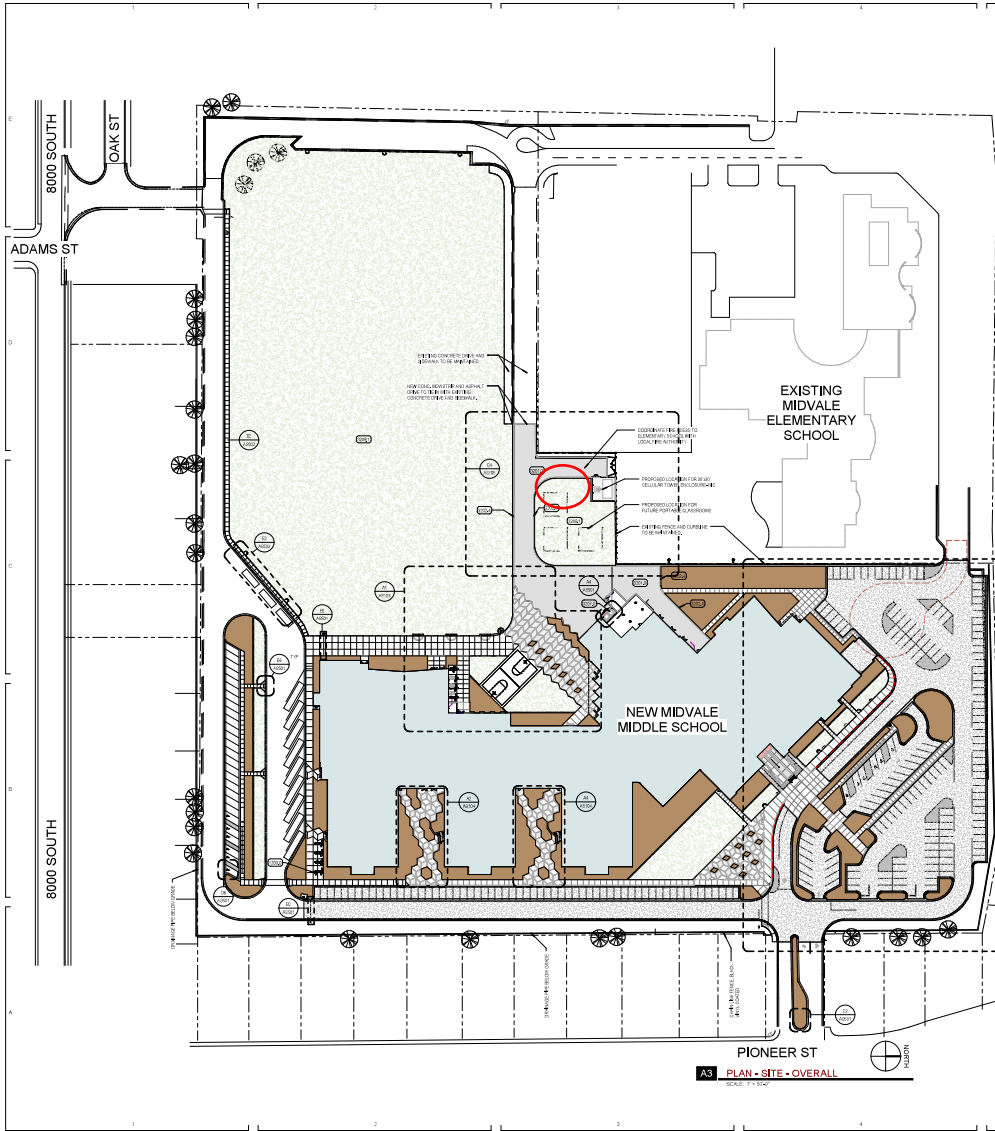
NA

**Attachments:**

- Vicinity/Zoning Map
- Proposed Site Plan & Structure Elevations
- Rendering of Proposed Structure within Developed Site
- Description of Facility and Community Need
- Service Coverage Maps



**Canyons School District Rezone/AT&T Monopole  
7852 S. Pioneer Street**



A3 PLAN - SITE - OVERALL  
SCALE: 1" = 20'

### SITE SIGN LEGEND

STOP SIGN: 36" x 36" octagon with 18" diameter hole. Text: STOP

NO PARKING SIGN: 36" x 36" square with 18" diameter hole. Text: NO PARKING

NO PARKING ANYTIME SIGN: 36" x 36" square with 18" diameter hole. Text: NO PARKING ANYTIME

NO PARKING SIGN WITH ARROW: 36" x 36" square with 18" diameter hole. Text: NO PARKING

TEXT SIGN: 36" x 36" square with 18" diameter hole. Text: EXAMPLE

### GRAPHICAL SIGN SCHEDULE

| FRAMES PER SIGN | NUMBER OF SIGNS | CONCRETE SIGN AREA | REFERENCE |
|-----------------|-----------------|--------------------|-----------|
| 1               | 1               | 108"               | 1         |
| 1               | 2               | 216"               | 2         |
| 1               | 3               | 324"               | 3         |
| 1               | 4               | 432"               | 4         |
| 1               | 5               | 540"               | 5         |
| 1               | 6               | 648"               | 6         |
| 1               | 7               | 756"               | 7         |
| 1               | 8               | 864"               | 8         |
| 1               | 9               | 972"               | 9         |
| 1               | 10              | 1080"              | 10        |
| 1               | 11              | 1188"              | 11        |
| 1               | 12              | 1296"              | 12        |
| 1               | 13              | 1404"              | 13        |
| 1               | 14              | 1512"              | 14        |
| 1               | 15              | 1620"              | 15        |
| 1               | 16              | 1728"              | 16        |
| 1               | 17              | 1836"              | 17        |
| 1               | 18              | 1944"              | 18        |
| 1               | 19              | 2052"              | 19        |
| 1               | 20              | 2160"              | 20        |

### PARKING STALLS

| TYPE          | AREA (SQ FT) | STALLS |
|---------------|--------------|--------|
| STANDARD      | 12,000       | 120    |
| COMPACT       | 6,000        | 60     |
| BIKE          | 1,000        | 10     |
| TRUCK         | 2,000        | 20     |
| TRUCK (LONG)  | 3,000        | 30     |
| TRUCK (SHORT) | 2,000        | 20     |
| TRUCK (TWO)   | 4,000        | 40     |
| TRUCK (THREE) | 6,000        | 60     |
| TRUCK (FOUR)  | 8,000        | 80     |
| TRUCK (FIVE)  | 10,000       | 100    |
| TRUCK (SIX)   | 12,000       | 120    |
| TRUCK (SEVEN) | 14,000       | 140    |
| TRUCK (EIGHT) | 16,000       | 160    |
| TRUCK (NINE)  | 18,000       | 180    |
| TRUCK (TEN)   | 20,000       | 200    |

NOTE: STALLS IN CONTINGENT AREAS ARE INDICATED BY A RED DOT

- ### KEYED NOTES
1. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
  2. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
  3. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
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  20. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
- ### GENERAL SITE PLAN NOTES
1. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
  2. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
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  15. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
  16. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
  17. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
  18. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
  19. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
  20. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
- ### TREE PRESERVATION GUIDELINES AND NOTES
1. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  2. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  3. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  4. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  5. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  6. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  7. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  8. ALL TREES SHALL BE PRESERVED AND PROTECTED.
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  10. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  11. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  12. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  13. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  14. ALL TREES SHALL BE PRESERVED AND PROTECTED.
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  18. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  19. ALL TREES SHALL BE PRESERVED AND PROTECTED.
  20. ALL TREES SHALL BE PRESERVED AND PROTECTED.

### SITE CONCRETE LEGEND

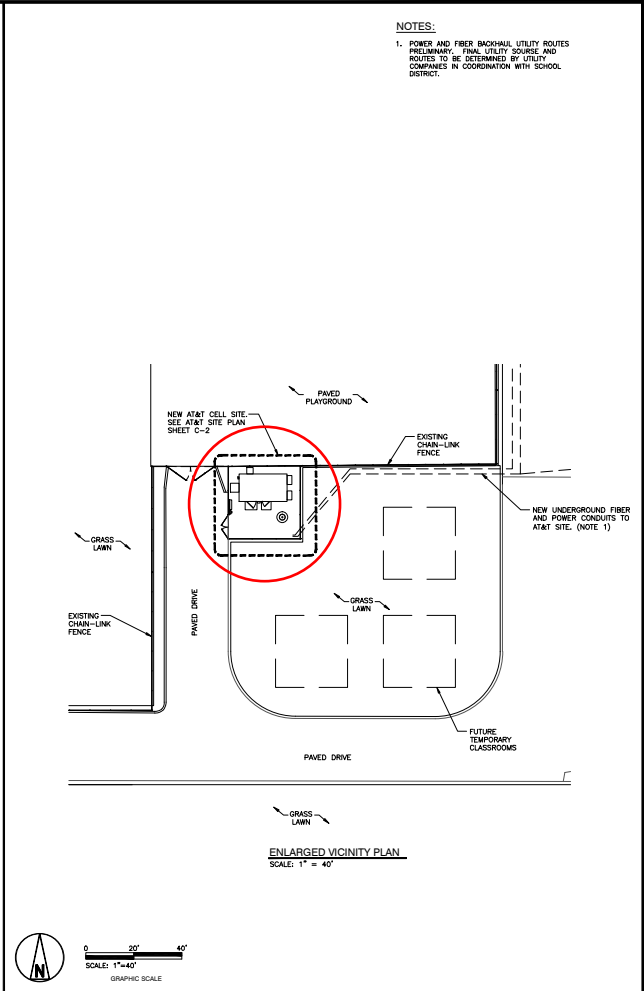
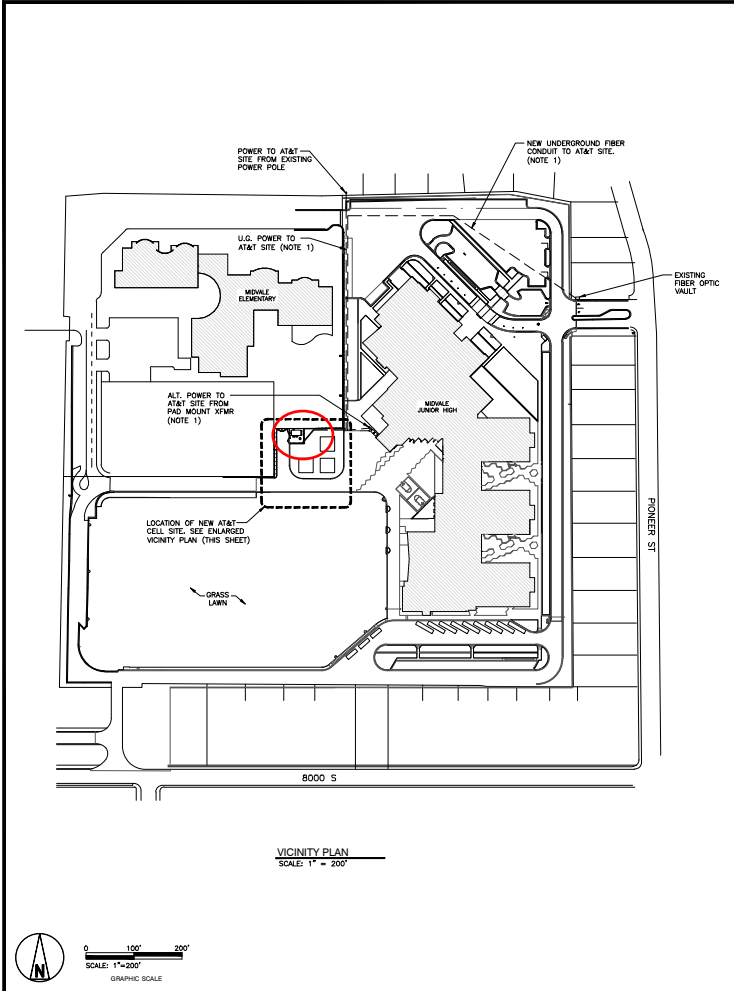
NOTE: SHOW ALL CONCRETE


CONCRETE TYPES: 4000 PSI, 3000 PSI, 2000 PSI, 1500 PSI, 1000 PSI, 500 PSI, 0 PSI

CONCRETE FINISHES: POLISHED, BROOM FINISH, SAND FINISH, EXPOSED AGGREGATE, STAMPED, STAINED, TINTED, COLORED, TEXTURED, SMOOTH, RIBBED, CORRUGATED, PERFORATED, PATTERNED, GROUTED, UNFINISHED, FORM FINISH, SAND FINISH, EXPOSED AGGREGATE, STAMPED, STAINED, TINTED, COLORED, TEXTURED, SMOOTH, RIBBED, CORRUGATED, PERFORATED, PATTERNED, GROUTED, UNFINISHED, FORM FINISH


| FRAMES PER SIGN | NUMBER OF SIGNS | CONCRETE SIGN AREA | REFERENCE |
|-----------------|-----------------|--------------------|-----------|
| 1               | 1               | 108"               | 1         |
| 1               | 2               | 216"               | 2         |
| 1               | 3               | 324"               | 3         |
| 1               | 4               | 432"               | 4         |
| 1               | 5               | 540"               | 5         |
| 1               | 6               | 648"               | 6         |
| 1               | 7               | 756"               | 7         |
| 1               | 8               | 864"               | 8         |
| 1               | 9               | 972"               | 9         |
| 1               | 10              | 1080"              | 10        |
| 1               | 11              | 1188"              | 11        |
| 1               | 12              | 1296"              | 12        |
| 1               | 13              | 1404"              | 13        |
| 1               | 14              | 1512"              | 14        |
| 1               | 15              | 1620"              | 15        |
| 1               | 16              | 1728"              | 16        |
| 1               | 17              | 1836"              | 17        |
| 1               | 18              | 1944"              | 18        |
| 1               | 19              | 2052"              | 19        |
| 1               | 20              | 2160"              | 20        |

NOTE: ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.






4393 RIVERBOAT ROAD, SUITE #400  
TAYLORSVILLE, UTAH 84123



7935 E. PRENTICE AVE SUITE 302  
GREENWOOD VILLAGE, CO 80111  
303-993-2261



A Division of Dynametric  
An EMCOR Company

2455 West 10500 South, Suite A  
SALT LAKE CITY, UTAH 84104  
(801) 487-4511 FAX: (801) 487-5032

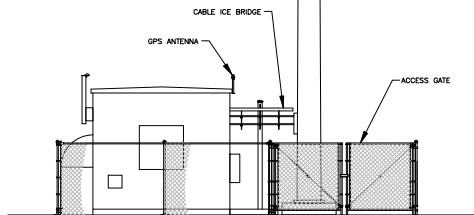
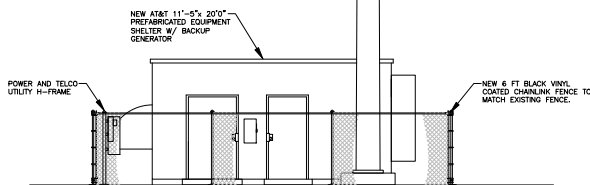
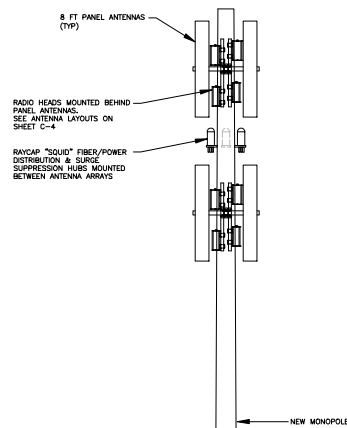
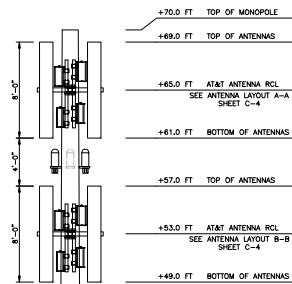
| REV | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| 0   | 4/26/16 | ZONING DRAWINGS   |
| 1   | 4/27/16 | ISSUED FOR REVIEW |

8000 S AND I-15  
FA# 13479534

7852 S PIONEER ST  
MIDVALE, UT 84047

SHEET TITLE  
VICINITY PLAN &  
ENLARGED VICINITY PLAN

SHEET NUMBER  
**C-1**



0 4 8  
SCALE: 1/8" = 1'-0"  
GRAPHIC SCALE

1 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"

2 WEST ELEVATION  
SCALE: 1/8" = 1'-0"



4393 RIVERBOAT ROAD, SUITE #400  
TAYLORSVILLE, UTAH 84123



7935 E. PRENTICE AVE SUITE 302  
GREENWOOD VILLAGE, CO 80111  
303-993-2281



2455 West 10500 South, Suite A  
SALT LAKE CITY, UTAH 84104  
(801) 487-4511 FAX: (801) 487-5032

| REV | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| 0   | 4/26/18 | ISSUE DRAWINGS    |
| 1   | 4/27/18 | ISSUED FOR REVIEW |

8000 S AND I-15  
FA# 13479534  
7852 S PIONEER ST  
MIDVALE, UT 84047

SHEET TITLE  
SITE ELEVATIONS

SHEET NUMBER  
C-3







On Behalf of



**Justin Hadley**  
Wireless Development Specialist  
110 E. 1750 N.  
Orem, UT 84057  
**801-592-1247**  
[justin.hadley@smartlinkllc.com](mailto:justin.hadley@smartlinkllc.com)

March 15, 2016

Midvale City Planning  
7505 Holden St.  
Midvale, UT 84047

RE: MIDVALE MIDDLE SCHOOL  
7852 S. Pioneer St.  
Midvale, UT 84047

Midvale City,

In 2001, a lease agreement was signed between the Jordan School District Board of Education (now the Canyons School District) and AT&T Wireless ("AT&T") for a wireless facility located on the roof of the Midvale Middle School building. A use permit for the site was also obtained by AT&T for the site from Midvale City in 2001. The rooftop site was operational until 2015 when the District advised AT&T that the school was going to be torn down and a new school would be built in its place. To accommodate the school, AT&T removed its equipment from the rooftop of the school and set up a temporary facility called a COLT, which is essentially a cell site on a trailer. The COLT has remained operational until a site location is completed.

Pursuant to the terms of the lease agreement, the District is responsible to cooperate with AT&T to find them a new site location on the same property. The District and AT&T have identified a new acceptable location and AT&T proposes to build a new 70' "slim line" monopole on the school grounds to accommodate AT&T's antennas & equipment. The 70' height is needed to replace the previous site and allow for antennas at both a 55' RAD center (the antenna centerline) and a 65' RAD center. These two heights are proposed in order to flush mount the new antennas and keep the new tower to the least visual impact as possible on the surrounding area. AT&T's antennas must remain at a height of at least 55' or there will be a very significant impact to cellular coverage of the surrounding community and along the I-15 corridor. A loss of cellular coverage would also have a significant impact on emergency services.

As previously mentioned, the site will consist of a new 70' tall slim line monopole. On that monopole, AT&T will install up to 12 panel antennas, flush mounted at two RAD centers. AT&T will also be installing a new 12'x24' equipment shelter on the ground, next to the pole. This shelter will enclose and accommodate AT&T's equipment to run the site. The site should not produce any noise other than the noise from a small HVAC unit that is used to keep the inside of the shelter cool.

Midvale City's current zoning ordinance only allows for a maximum tower height of 35' for a wireless tower in the current zone. To resolve this issue and allow AT&T to get the height it requires in order to maintain adequate coverage for the area, AT&T is requesting a height Variance for this project.

AT&T appreciates the City's help with this project and looks forward to working with the City to reach a speedy outcome that will allow AT&T to continue its exceptional coverage service to the surrounding residents and customers traveling along I-15.

Accompanying this letter, please find attached several documents that help to further explain the site along with the need for the site.

Again, we look forward to working with the City to get through this process. Should you have any questions or need any clarification, please do not hesitate to reach out to me.

Best regards,

*Justin Hadley*

Justin Hadley  
Smartlink, LLC  
Consultant to AT&T Wireless  
801-592-1247  
[Justin.hadley@smartlinkllc.com](mailto:Justin.hadley@smartlinkllc.com)

# UTSLU2160: 8000S\_I-15\_UTSLU2160

## Coverage Plots

05/02/15









## MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 6, 2016

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**SUBJECT:** Former Midvale Middle School Seminary Building Lease Agreement with Utah Community Action

**SUBMITTED BY:** Lisa Garner, City Attorney

**SUMMARY:**

On June 2, 2015, the Church of Jesus Christ of Latter-day Saints donated the former Midvale Middle School Seminary Building to the City. As a condition of its donation, the Church required that the City use the property as “an education center and a community medical and dental clinic.” Originally the City envisioned allowing Community Building Community using the building as a medical clinic. However, as the City and CBC became more familiar with the building, it became evident that the CBC would be unable to use the building as a clinic.

After terminating the lease agreement with CBC, another non-profit, Utah Community Action (formerly known as Salt Lake Community Action), approached the City about leasing the property to house its Head Start program. The Head Start program is a comprehensive early childhood development program that serves low-income children and their families. UCA believes that this property will be perfect for their needs. Furthermore, UCA’s use will not violate the conditions of the City’s deed.

This agreement is intended to be a long-term arrangement, and the initial term is 20 years. UCA has agreed to pay \$2,000 per month in rent for use of the property. In addition, they have also agreed to pay for any improvements they choose to make for the property. The City would primarily be responsible for maintenance of the structure and parking areas. Additionally, the rent amount is reviewable every two years to ensure that rent does not fall far behind market rates.

**FISCAL IMPACT: Annual income of \$24,000.**

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**STAFF’S RECOMMENDATION AND MOTION:** I move that we approve Resolution No. 2016-R-23 authorizing the Mayor to execute a lease agreement with Utah Community Action for the use of the former Midvale Middle School Seminary Building.

**Attachments:** Proposed Resolution  
Lease Agreement

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2016-R-23**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT  
BETWEEN MIDVALE CITY AND UTAH COMMUNITY ACTION FOR USE OF THE  
FORMER MIDVALE MIDDLE SCHOOL SEMINARY BUILDING.**

**WHEREAS**, Midvale desires to improve the general well-being of Midvale residents; and

**WHEREAS**, Utah Community Action is a non-profit organization that empowers individuals to rise out of poverty by assisting with housing, utilities expenses, food security, and early education; and

**WHEREAS**, Midvale is the owner of the former Midvale Middle School Seminary Building, located at 328 W. Wasatch Street, Midvale; and

**WHEREAS**, Midvale received the property from The Church of Jesus Christ of Latter-day Saints under the condition that the property would only be used as an education center and a community medical and dental clinic; and

**WHEREAS**, Utah Community Action desires to host programs in conformance with the conditions of the property; and

**WHEREAS**, Midvale desires to lease the property to Utah Community Action for the purpose of hosting programs in conformance with the conditions of the property.

**NOW THEREFORE BE IT RESOLVED**, based on the foregoing, the Midvale City Council does hereby approve the Former Midvale Middle School Seminary Building Lease Agreement and authorizes the Mayor to sign the same between Midvale City and Utah Community Action.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
JoAnn B. Seghini, Mayor

ATTEST:

\_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder

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

# Former Midvale Middle School Seminary Building Lease Agreement

This Agreement to lease the former Midvale Middle School Seminary Building is entered into on \_\_\_\_\_, 2016, by and between Midvale City (“Midvale”), a Utah Municipal Corporation, and Salt Lake Community Action doing business as Utah Community Action (“UCA”), a Utah non-profit organization.

## Background

Midvale desires to improve the general well-being of Midvale residents; and

UCA is a non-profit organization that empowers individuals to rise out of poverty by assisting with housing, utilities expenses, food security, and early education; and

Midvale is the owner of the former Midvale Middle School Seminary Building, located at 328 W. Wasatch Street, Midvale (“Property”); and

Midvale received the Property from The Church of Jesus Christ of Latter-day Saints under the condition that the Property would only be used as an education center and a community medical and dental clinic (“Permitted Use Restrictions”); and

UCA desires to use the Property to host programs in conformance with the Permitted Use Restrictions; and

Midvale desires to lease the Property to UCA for the purpose of hosting UCA’s programs in conformance with the Permitted Use Restrictions.

Therefore, in consideration of the mutual promises contained in this Agreement, it is agreed:

## Agreement

### 1. Property

Midvale leases the Property, known as the former Midvale Middle School Seminary Building, located at 328 W. Wasatch Street, Midvale, to UCA. The legal description is described within Exhibit ‘A’ of Appendix ‘1.’

### 2. Use of Property

A. **Permitted Use Restrictions.** UCA may only use the Property in conformance with the Permitted Use Restrictions. The Permitted Use Restrictions are defined in Paragraph 1, Exhibit ‘B,’ Appendix ‘1.’

B. **Prohibitions.**

i. **Contraceptives.** UCA may not use the Property to distribute contraceptives including, but not limited to, condoms and oral contraceptive pills.

- ii. **Business Activities.** UCA may not use the Property in any business activities contrary to the Permitted Use Restrictions or contrary to its non-profit status.
- iii. **Dangerous Substances.** UCA may not use the Property to store, manufacture, or sell any explosives, flammables, toxins, or other inherently dangerous substance, device, or chemical.

**3. Term**

- A. **Initial Term.** The initial term of this Agreement begins on July 1, 2016, and ends on June 30, 2036.
- B. **Renewal.** The parties may agree to renew this Agreement for additional 5-year terms. If the Parties renew the Agreement, both parties must provide written confirmation of the renewal no later than 30 days before the expiration of the lease term. There may be an indefinite number of renewals.

**4. Termination.**

The Agreement may be terminated by either party with 90 days written notice to the other party. Termination of the Agreement by a party under this provision is not considered a default and may not result in any legal liability for the terminating party.

**5. Payment**

- A. **Amount.** UCA pays Midvale \$2,000 per month for use of the Property during the term of the Agreement.
- B. **Schedule.** UCA must make each payment to Midvale on or before the first of each month during the Agreement Term. If payment is not received by the fifth day of the month, then UCA will be considered in default.
- C. **2-Year Review.** Every two years during the lease, the parties will review and may renegotiate the payment amount of this Agreement. Any change to the payment amount will be attached to this Agreement as an addendum and must be signed by both parties.

**6. Assignment**

UCA may not sublease or assign any part of this Agreement without Midvale's written consent.

**7. Repairs**

Midvale is responsible for maintenance of the parking areas and any structural maintenance and repairs to the foundation, walls, roof, and floor structures of the Property. UCA is responsible for any repairs not covered by Midvale including, but not limited to, cosmetic repairs and snow removal. UCA, at its own expense, may add an HVAC system make any lawful alteration to the parking areas.

**8. Alterations and Improvements**



- A. **Permission.** UCA may make alterations and improvements to any part of the Property during the term of the Agreement after receiving Midvale's consent which will not be unreasonably withheld, conditioned, or delayed.
- B. **Expense.** Any alteration or improvement made to the Property is done at the UCA's sole expense.
- C. **Quality.** Any alteration or improvement made to the Property must utilize good quality materials and be done in a workmanlike manner.
- D. **Equipment.** UCA may install or remove personal property, trade fixtures, equipment, and other temporary installations in the Property during the term of the Agreement.
- E. **Equipment Ownership.** All personal property, trade fixtures, equipment, and other temporary installations acquired by UCA or its agents will remain UCA or its agents' property, free and clear of any claim by Midvale.
- F. **Repairs.** In the event that UCA damages the Property while installing or removing personal property, trade fixtures, equipment, and other temporary installations, UCA is responsible for repairing the Property at its sole expense and in a timely manner.
- G. **Permits.** UCA is responsible for getting any necessary permits and inspections prior to making any alterations and improvements. Midvale, at its own discretion, will waive any associated building and inspection fees.
- H. **Termination.** In the event that Midvale terminates this Agreement under Section 4 of this Agreement within five years of the effective date, Midvale agrees to reimburse UCA the unamortized cost of any alteration or improvement made by UCA to the Property.

**9. Entry**

Midvale has the right to enter the Property at reasonable hours to inspect the Property, provided Midvale does not unreasonably interfere with UCA's activities at the Property.

**10. Parking**

- A. **Use.** During the term of the Agreement, UCA has the non-exclusive use in common with Midvale and their guest and invitees of the non-reserved common automobile areas, driveways, and footways, subject to the rules and regulations for the use prescribed from time to time by Midvale.
- B. **Shared Parking Agreement.** Midvale will make reasonable attempts to establish a shared parking agreement with Canyon School District for UCA's overflow use of newly-constructed Midvale Middle School's parking lot.

**11. Landscaping and Exterior Equipment**

UCA is responsible for the maintenance of the landscaping at the Property. UCA is also responsible for ensuring that any exterior equipment at the Property including, but not limited to, the playground is maintained in good working order and in a safe condition.

**12. Taxes**

- A. **Midvale's Responsibility.** Midvale is responsible for paying, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the term of the Agreement on the Property. Midvale is also responsible for paying all personal property taxes with respect to Midvale's personal property, if any, at the Property.
- B. **UCA's Responsibility.** UCA is responsible for paying all personal property taxes on UCA's personal property at the Property.

**13. Insurance**

- A. **Comprehensive General Liability Insurance.** UCA must maintain a policy of comprehensive general liability insurance with respect to the respective activities it conducts at the Property. Midvale must be listed as an additional insured.
- B. **Fire and Extended Coverage Insurance.**
  - i. **Midvale.** Midvale maintains fire and extended coverage insurance on the Property in such amounts as Midvale deems appropriate.
  - ii. **UCA.** UCA is responsible for maintaining fire and extended coverage insurance on all of its personal property, including trade fixtures, located at the Property. UCA is solely responsible for the costs of such insurance.
- C. **Costs Not Covered By Insurance.** If any part of the Property is damaged from any act or omission of UCA or any of UCA's agents, employees, or invitees, UCA is responsible for the costs of repair not covered by insurance.

**14. Utilities**

UCA pays all charges for water, sewer, gas, electricity, and other utilities used by UCA at the Property during the term of the Agreement unless otherwise expressly agreed in writing by Midvale.

**15. Damages and Destruction**

- A. **Significant Damage.** If any part of the Property is damaged by fire, casualty, or structural defects and cannot be used for UCA's purposes, then UCA has the right to notify Midvale within 90 days to terminate the Agreement as of the date of the damage.
- B. **Minor Damage.** In the event of minor damage to any part of the Property that does not render the Property unusable for UCA's purposes, Midvale will promptly repair the damage at the cost of Midvale.
- C. **Delays.** Midvale is not liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor, or other matters which are beyond the reasonable control of Midvale when making repairs.
- D. **Rent.** UCA will not have to pay rent and other charges during any portion of the term of the Agreement that the Property are inoperable or unfit for occupancy, or use, in whole or in part, for UCA's purposes.

- E. **UCA.** The provisions of this section extend to any occurrence which is beyond UCA's reasonable control and which renders the Property inoperable or unfit for occupancy or use, in whole or in part, for UCA's activities.

## 16. UCA Default

- A. **Definition.** The following actions by UCA may be considered a default:
- i. **Unpaid Rent.** UCA fails to pay rent to Midvale within 15 days after written notice from Midvale that UCA failed to pay rent.
  - ii. **Breach of Agreement.** UCA fails to abide by a provision of the Agreement and does not cure the failure within 30 days after receiving written notice from Midvale.
- B. **Remedies.** The following actions may be taken by Midvale if UCA has defaulted on the Agreement:
- i. **Termination.** If UCA violates the Permitted Use Restrictions, the Agreement is immediately terminated. For any other default under this Agreement, Midvale may terminate the Agreement if UCA has not cured the default within 30 days of receiving written notice of the default.
  - ii. **Reenter.** If possession of the Property is not surrendered, Midvale may reenter the Property.
  - iii. **Other Rights or Remedies.** Midvale may pursue other right or remedy available to Midvale on account of UCA default, either in law or equity.
  - iv. **Mitigation.** Midvale must use reasonable efforts to mitigate its damages.
  - v. **Nonexclusive.** The remedies available to Midvale are nonexclusive. Midvale may use any combination of remedies available to it.

## 17. Midvale Default

- A. **Definition.** It is considered a default if Midvale fails to fulfill its covenants, warranties, or representations made under this Agreement and the failure continues 30 days after Midvale has received written notice specifying the failure from UCA.
- B. **Remedies.** The following actions may be taken by UCA if Midvale has defaulted on the Agreement:
- i. **Cure.** UCA may cure Midvale's default and deduct the cost from the next occurring installment of rent until UCA is fully reimbursed for the cost to cure. If the Agreement terminates before UCA receives full reimbursement, Midvale will pay the unreimbursed balance to UCA on demand.
  - ii. **Other Rights or Remedies.** UCA may pursue any other right or remedy available in the Agreement on account of Midvale default.
  - iii. **Nonexclusive.** The remedies available to UCA are nonexclusive. UCA may use any combination of remedies available to it.

**18. Indemnification**

UCA agrees to defend, indemnify, and hold harmless Midvale and its officials, officers, employees, and all others acting on Midvale's behalf from and against all damages, liabilities, and claims relating to UCA's activities and use of the Property including, but not limited to, acts of negligence, omission, or intentional harm.

**19. Quiet Possession**

As long as UCA is performing its obligations under the Agreement, Midvale covenants and warrants that Midvale will keep and maintain UCA in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Property during the term of the Agreement.

**20. Condemnation**

- A. **Termination.** If any legally, constituted authority condemns any part of the Property which make the Property unsuitable for leasing, this Agreement will cease when the public authority takes possession.
- B. **Rent.** Midvale and UCA will account for rental as of that date.
- C. **Rights.** Such termination will be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**21. Notice**

Any notice required or permitted under the Agreement will be deemed sufficiently given or served if sent by United States Certified Mail, return receipt requested, addressed as follows:

*If to Midvale to:*  
Midvale City Corp.  
Attn: City Recorder  
7505 S. Holden Street  
Midvale, Utah 84047

*If to UCA to:*  
Utah Community Action  
Attn: Chief Executive Officer  
1307 South 900 West  
Salt Lake City, Utah 84104

Midvale and UCA each have the right, from time to time, to change the place notice is to be given under this paragraph by written notice to the other party.

**22. Insufficient Funding**

Due to the nature of government programs, if funding is cut to the program or not approved by a government legislature or other agency, the Agreement may be terminated with 60 days written notice and evidence of the program funding being cut or not approved.

**23. Waiver**

Failure by either party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Any party may waive any of its rights or any conditions by written notice to the other party.

No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any other existing or subsequently occurring breach.

**24. Memorandum of Lease**

The parties contemplate that this Agreement should not and is not to be filed for record, but in the place of it, at the request of either party, Midvale and UCA will execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Agreement.

**25. Headings**

The headings used in this Agreement are for the convenience of the parties only and are not to be considered in interpreting the meaning of any provision of this Agreement.

**26. Successors**

The provisions of this Agreement will extend to and be binding on Midvale and UCA and their respective legal representatives, successors, and assigns.

**27. Consent**

Midvale may not unreasonably withhold or delay its consent with respect to any matter for which Midvale's consent is required or desirable under this Agreement.

**28. Compliance with Law**

UCA and Midvale must comply with all laws, orders, ordinances, and other public requirements now or later passed affecting the Property.

**29. Entire Agreement**

This Agreement constitutes the entire agreement and supersedes all prior understandings or agreements relating to the lease of the Property.

**30. Modification**

Any modification to the Agreement is prohibited without prior written consent by both parties.

**31. Severability**

In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

**32. Governing Law**

The Agreement is governed, construed, and interpreted by, through, and under the laws of the State of Utah.

Midvale and UCA have read and understand the terms of the Agreement. Both parties have demonstrated their willingness to enter into the Agreement as of the date above by having their authorized representatives sign below.

**Midvale City**

---

JoAnn B. Seghini, Mayor

**Attest:**

---

Rori Andreason, City Recorder

**Utah Community Action**

---

Erin Trenbeath-Murray, CEO

Appendix 1:  
*Quitclaim Deed*  
[PN 510-3711]



## MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 6, 2016

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**SUBJECT:** Agreement for Park, Open Space, and Park Strip Maintenance with A-Z Landscaping.

**SUBMITTED BY:** Lisa Garner, City Attorney

**SUMMARY:**

Midvale City owns and is responsible for maintaining numerous parks, open spaces, and park strips. The City wants to ensure that these areas are attractive and inviting to residents and visitors. The City has found that hiring a private contractor has been the most cost-effective way to ensure that these areas are maintained according to the City's standards.

In 2015, the City made a request for proposals to provide maintenance services for its parks, open spaces, and park strips. After carefully considering the various proposals, A-Z Landscaping was selected as the lowest responsive responsible bidder. The City wishes to enter into a contract with A-Z Landscaping to continue to provide maintenance services for one year with the option to renew for four additional one-year periods.

**FISCAL IMPACT:** Annual cost of \$164,530.71

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**STAFF'S RECOMMENDATION AND MOTION:** I move that we approve Resolution No. 2016-R-30 authorizing the Mayor to execute the Agreement for Park, Open Space, and Park Strip Maintenance with A-Z Landscaping.

**Attachments:** Proposed Resolution  
Lease Agreement



**MIDVALE CITY, UTAH  
RESOLUTION NO. 2016-R-30**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN  
MIDVALE CITY AND A-Z LANDSCAPING, INC. FOR PARK, OPEN SPACE, AND PARK  
STRIP MAINTENANCE SERVICES.**

**WHEREAS**, Midvale owns parks, open spaces, and park strips throughout the City; and

**WHEREAS**, Midvale desires to maintain the parks, open spaces, and park strips in a clean and attractive manner; and

**WHEREAS**, in accordance with Midvale City’s procurement system, Midvale requested proposals to provide park, open space, and park strip maintenance services; and

**WHEREAS**, A-Z Landscaping expressed its desire to provide park, open space, and park strip maintenance services by submitting a proposal to Midvale; and

**WHEREAS**, Midvale has determined A-Z Landscaping is the lowest responsive responsible bidder.

**NOW THEREFORE BE IT RESOLVED**, based on the foregoing, the Midvale City Council does hereby approve the Agreement for Park, Open Space, and Park Strip Maintenance Services to sign the same between Midvale City and A-Z Landscaping.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
JoAnn B. Seghini, Mayor

ATTEST:

\_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder

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



## AGREEMENT FOR PARK, OPEN SPACE, AND PARK STRIP MAINTENANCE SERVICES

This Agreement for Park, Open Space, and Park Strip Maintenance Services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between A to Z Landscaping, Inc. (“Contractor”), a Utah corporation, and Midvale City, a municipality and political subdivision of the State of Utah (“the City”).

In consideration of the mutual covenants and conditions hereinafter to be fully kept and performed, the parties hereby agree as follows:

1. Definitions. The parties hereby agree that the following words and terms, when used herein, are defined as follows:

- 1.1 *Contractor.* A to Z Landscaping, Inc., its officers, employees, agents and subcontractors performing park and park strip maintenance under contract with the City.
- 1.2 *Fertilizing Services.* Applying a fertilizer as well as applying a weed control to grass, turf, or lawn areas in order to maintain a weed free and healthy appearance.
- 1.3 *Irrigation.* Spring start up, fall shut down, weekly inspections, cleaning and adjustments.
- 1.4 *Irrigation Maintenance.* Repair of irrigation systems that are not working properly.
- 1.5 *Lawn Maintenance.* Grass, turf, or lawn area must have a neat, well-kept and healthy appearance; mowing, edging and cleanup as needed to obtain a uniform height, never lower than 2 ½” and never exceeding 3 ½”.
- 1.6 *Sod Area.* Grass, turf, or lawn areas that could include established lawn, newly seeded lawn and over seeded lawn.
- 1.7 *Parks.* Larger areas of grass/turf not considered a parkstrip. May also include areas of shrubbery planted in a mulch material.
- 1.8 *Open Space.* Areas of plantings in a mulch material, including rocks, bark, etc. Does not include any grassed/turf areas.
- 1.9 *Parkstrips.* Strips of grass/turf, ten feet or narrower in width. Typically adjacent to City owned streets.

2. Scope of Work. Contractor agrees to provide all the supervision, materials, equipment, labor, and all other items necessary to provide a complete open space maintenance, lawn

maintenance, irrigation, irrigation maintenance and fertilizing service for designated City parks, open space, and parkstrips as per the attached specifications and schedule labeled as Exhibit "A", incorporated herein by reference. Contractor also agrees to provide all supervision, materials, equipment, labor, and all other items necessary to provide remove unwanted trees and mow down vegetation along both sides of the 7200 South canal during the first week of May, the last week of June, the first week in August, and the first week in October. All of Contractor's obligations referred to under this Section 2 are collectively referred to as "Services."

3. Workforce. Contractor will designate a qualified representative to be Foreman before performing any Services. The Foreman must have experience in all the services being provided. The workforce is to be personally presentable at all times, must be competent and qualified, and must be US citizens, or legal residents authorized to work in the United States.

4. Term of Contract. The term of this Agreement is a 1 year contract with 4 one-year options to renew, determined by the City, unless terminated earlier. If the City determines to renew the Agreement, there may be an escalation of the compensation of this Agreement approved by the City if proof is provided as to why the increase is needed. The escalation may not exceed the Wells Fargo Bank cost of living index for the Wasatch Front.

5. Termination. This Agreement will terminate 1 year after the date this Agreement was executed at 11:59:59 P.M. unless the City provides written notice to the Contractor of its intent to renew at least 30 days before the termination of this Agreement.

5.1 The Contractor may terminate this Agreement by proving the City with a 7 day written notice for non- payment, after the payment is delinquent.

5.2 The City may terminate the contract for non-performance by completing the following steps:

5.2.i. The City will provide written notification to the Contractor regarding a problem or defect discovered in the performance of the Services required under this Agreement. The Contractor will have 7 days from the receipt of notification to cure the problem or defect. The Contractor may provide written acknowledgement of notification and an anticipated cure schedule for those problems or defects that are of such a nature that a cure cannot be obtained within 7 days.

5.2.ii. If the problem or defect has not been deemed cured by the City in accordance with the previous section, the City may terminate the contract for non-performance by giving a 14 day written notice to the Contractor.

5.3 On termination of this contract, all accounts and payments will be processed to date of termination for the approved services, according to the financial arrangements set forth in this Agreement.

6. Compensation. Payments are made monthly with receipt of a valid monthly invoice from the Contractor and satisfactory completion of work for that month. For any work performed under Sections 5.3, 5.4, 5.5, and 5.6, Contractor must submit a separate invoice on or after the 7<sup>th</sup> day of the following month.

6.1 The City agrees to pay the Contractor no more than \$163,530.71 annually to complete the Services, except sprinkler repairs as outlined under Section 6.3 and one-time projects as outlined under Section 6.7.

6.2 The City may increase or decrease the acreage in the parks and the square footage in the parkstrips. The contact will be adjusted based on the following:

Per acre price to increase or decrease open space: \$91.00

Per square footage price to increase or decrease park strips: \$0.00188

The price stated is a maintenance season price. Price will be prorated as the month and day of the increase or decrease.

6.3 Contractor will be compensated for sprinkler repair based on the following:

Parts for sprinkler repairs that are not caused by the Contractors operations or negligence will be paid by the City.

Labor for sprinkler repair that is not caused by the Contractors operations or negligence, but are caused by normal wear and tear will be compensated at a rate of \$40.00 per hour. A maintenance repair log must accompany an invoice.

Labor for sprinkler repair that is not caused by the Contractors operations or negligence, and are not caused by normal wear and tear, but are caused by other activities will be compensated at a rate of \$20.00 per hour. A maintenance repair log must accompany an invoice.

6.4 Aeration is an option to the contract. If the City determines to have the Contractor aerate, the City will compensate the Contractor based on the following:

Per acre price to aerate: \$75.00

Per square foot to spray: \$0.00172

6.5 Mowing services may still be needed after the conclusion of the mowing season as outlined in exhibit "A" section 3.01-C-c. If the City determines that the mowing services are still needed, a written notice will be given to the Contractor. The Contractor will provide mowing services as outlined in exhibit "A" section 1.02-D and 3.01-C, and shall be compensated based on the following:

Per week price: \$4,128.35

- 6.6 Spraying for insects/pests or to control disease will be done after consulting with City personnel and approval by the City to perform such work. Contractor agrees that all spraying will adhere to the specifications found in Section 3.02 of Exhibit "A."

Price per acre to spray: \$105.00

Price per square foot to spray: \$0.00172

- 6.7 Contractor may also be requested to perform additional one-time projects that do not fall into the categories listed above. Contractor agrees to make a good faith estimate of the cost to complete the project. Upon written approval and acceptance from the City, Contractor may perform the agreed upon project. The City will pay Contractor the approved cost upon completion of the project and the submission of an invoice from Contractor.

7. Licenses and Permits. Contractor must maintain a Landscape Contractor's license and must comply with all license and permit requirements. Contractor also agrees to comply with all applicable laws including:

7.1 All employment laws that prohibit discrimination based on one's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

7.2 Utah's Immigration Accountability and Enforcement Act which requires the Contractor, prior to performing the Services, to certify to the City that the Contractor has registered for and is participating in the Status Verification System to verify the work eligibility status of Contractor's employees that are employed in the State of Utah.

8. Taxes. The Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

9. Bonding. The Contractor must execute and deliver to the City a performance bond and payment bond from a duly authorized corporate surety company authorized to do business in the State of Utah, conditioned upon the faithful performance of this contract. The bonds must be in the amount of contract and must remain in force for the term of the contract including any renewal thereof. Premiums for these bonds must be paid by the contractor.

10. Insurance. The Contractor agrees to maintain, during the life of this contract, at its own expense, the following insurance:

10.1 Workers Compensation insurance, sufficient to cover all employees in the employ of the Contractor during the term of the contract including any renewal thereof. The coverage amount must be in the amount that is required by Utah Workmen's Compensation Laws.

- 10.2 Liability insurance (general and auto) in the amount of \$3,000,000.00 per occurrence with an aggregate of \$5,000,000.00.
- 10.3 All policies must name Midvale City, its elected officials, appointed officials, officers, employees, and volunteers as additional insureds. This coverage must be reflected on the Certificates of Insurance.
- 10.4 The Contractor must provide proof of coverage before work can begin. All policies must carry an endorsement to the effect that the insurance company will provide by certified mail, no more than 30 days from any change in a policy, written notice to the City of any modifications, alterations, or cancellation of any such policy or policies or terms thereof. If any of the required insurance coverage is cancelled or lapse, the City may immediately terminate this Agreement or, at the City's discretion, the City may obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to Contractor.
- 10.5 The aforesaid insurance policies, and any others which may be necessary to comply herewith, must be maintained in amounts of coverage set forth above and must be designed to protect the City from all claims for damages, including wrongful death claims, of any kind or nature whatsoever which may arise from the operation of the Contractor in the performance of this Agreement, whether such operations be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing the obligation incumbent upon the Contractor by the terms of this Agreement. The insurance policies must otherwise indemnify and hold the City harmless from all manner of claims and lawsuits and must provide at insurer's expense all necessary legal aid, counsel, and representation.
- 10.6 All of the insurance policies herein mentioned are required to be issued by an insurance company licensed and authorized to do business in the State of Utah and must be obtained and properly endorsed before any operations of the Contractor are commenced with the City. Said policies must remain in full force and effect until the expiration of the term of this contract or the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor must likewise provide the City either the original insurance policies mentioned or true copies thereof.
- 10.7 The Contractor is responsible for obtaining the aforesaid insurance coverage and to obtain policies which protect the City from any and all claims whatsoever their nature, regardless of derivation.
- 10.8 The Contractor agrees to comply with any and all State and Federal laws and statues that have or may have any connection or application herewith, including but not limited to Worker's Compensation, Social Security, Unemployment Compensation, and Prevailing Wage Laws.

11. Notice. All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States Mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Contractor:  
A to Z Landscaping INC  
ATTN: Scott King  
9583 S Wells Circle  
West Jordan, UT, 84081

City:  
Rori Andreason  
Midvale City Corporation  
7505 S. Holden Street  
Midvale, UT 84047

12. Indemnification, Liability and Insurance. Contractor agrees to indemnify and hold harmless the City, its elected officials, appointed officials, officers, agents, employees, agents, and volunteers from any and all claims arising out of the activities or omissions of the Contractor, its officers, agents, employees, and others claiming through and under Contractor, including its subcontractors and assignees, under this Agreement. This indemnification requirement includes indemnification for attorney's fees, court costs, and litigation expenses, of whatever type and amount. Contractor agrees to indemnify and hold harmless the City, its elected officials, appointed officials, officers, agents, employees, and volunteers from any and all claims involving worker's compensation and claims for injuries occurring upon or arising from the performance of this Agreement. Contractor is solely and fully responsible for the payment of such claims. Contractor agrees to indemnify and defend the City, its elected officials, appointed officials, officers, agents, employees, and volunteers from any and all administrative claims and proceedings (such as alleged OSHA violations and similar proceedings) brought against the City, its elected officials, appointed officials, officers, agents, employees, or volunteers which arise out of the performance by Contractor of this Agreement. Contractor is fully responsible for the training and equipping of its workers on the premises and for any failure to provide such training or equipment. Contractor is responsible for the costs of any safety feature or improvements mandated by the performance of this Agreement. At all times, Contractor must perform the Services set forth in this Agreement in accordance with the regulations, standards and instructions of the City.

13. Non-Availability of Funds. It is understood that if the City fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of this Agreement or the lawful order issued in or for any fiscal year during the term of this Agreement, the Agreement and all lawful orders issued will terminate on the date said funds are no longer available without any termination charges or liability incurring to the City. The City will certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this amendment. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in the City's inability to pay the Contractor the agreed upon compensation as set out in Section 6 of this Agreement.

14. Assignment. This Agreement may not be assigned to another party except at the written consent of both the Contractor and the City. If this Agreement is so assigned, this Agreement will be binding upon the successors and assigns of the parties.

15. Relationship of the Parties and No Third Party Rights. This Agreement does not create any joint venture partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties. The contractual relationship between the City and the Contractor out of this Agreement is one of independent contractor and not of agency. It is understood that the Contractor is not an employee of the City, and Contractor has no authority to enter into legally binding obligations on behalf of the City.

It is specifically understood by the parties that: (a) the City has no interest in or responsibility for or duty to third parties as a result of this Agreement, (b) Contractor has full power and authority over Services performed subject to the obligations of Contractor set forth in this Agreement.

16. Construction. This Agreement is governed by and construed in accordance with the laws of the State of Utah.

17. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Contractor

State of \_\_\_\_\_)

:ss

County of \_\_\_\_\_)

The above instrument was acknowledged before me by \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_

My commission expires: \_\_\_\_\_



Midvale City

Attest:

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JoAnn B. Seghini, Mayor

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Rori L. Andreason, City Recorder

Approved as to form:

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Lisa Garner, City Attorney



## MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 6, 2016

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**SUBJECT:** Approve Resolution No. 2016-31

**SUBMITTED BY:** Kane Loader, City Manager

**SUMMARY:**

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Due to the retirement of Chief Tony Mason, it was necessary for the City to go through a selection process for a new Deputy Chief of Police of Services. According to the Unified Police Department Interlocal Agreement, the Mayor of the City has the right to appoint the Chief's position and under Midvale City's form of government the City Council should approve that appointment by advice and consent.

The City followed the UPD notice and selection process which required the applicants to have at least the rank of Lieutenant. There were four that applied for the position and met the qualifications. The Mayor requested a selection committee be formed to help her with selecting the best qualified candidate. The committee consisted of the Mayor, City Manager, City Attorney and the two Assistant City Managers. The committee interviewed and evaluated all four candidates after which a unanimous decision was made to select Lt. Jason Mazuran as the best qualified to fill the position.

**STAFF'S RECOMMENDATION AND MOTION:**

***I move that we approve Resolution No. 2016-31 a resolution approving the Mayor's appointment of Lt. Jason Mazuran as Deputy Chief of Police Services for the Midvale Precinct.***

**MIDVALE CITY, UTAH**

**RESOLUTION NO. 2016-31**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF LIEUTENANT JASON MAZURAN  
AS THE DEPUTY CHIEF OF POLICE SERVICES FOR THE MIDVALE PRECINCT**

**WHEREAS**, on July 1, 2011 Midvale City merged with the Unified Police Department for police services;  
and

**WHEREAS**, the Unified Police Department has a position of Deputy Chief of Police Services in each  
entity they serve; and

**WHEREAS**, the City has followed the selection process outlined by the Unified Police Department and  
held interviews of those applicants desiring to fill this position for the Midvale Precinct; and

**WHEREAS**, the Mayor has the authority to appoint with the advice and consent of the City Council the  
position of Deputy Chief of Police Services for the Midvale Precinct; and

**WHEREAS**, the City Council desires to consent to this appointment,

**NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH:**

**Section 1.** The City Council hereby confirms the Mayor’s appointment of Lieutenant Jason Mazuran as  
Deputy Chief of Police Services for the Midvale Precinct.

**Section 2.** The Mayor will inform the Sheriff and Unified Police Department Board of the City’s selection for  
this position.

**Section 3.** This Resolution shall take effect immediately.

Adopted by the City Council of Midvale, Utah, this 6<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
JOANN B. SEGHINI  
Mayor

ATTEST:

\_\_\_\_\_  
RORI L. ANDREASON, MMC  
City Recorder

| Voting by the City Council | “AYE” | "NAY" |
|----------------------------|-------|-------|
| Steve Brown                | _____ | _____ |
| Paul Glover                | _____ | _____ |
| Quinn Sperry               | _____ | _____ |
| Paul Hunt                  | _____ | _____ |
| Wayne Sharp                | _____ | _____ |



## MIDVALE CITY COUNCIL SUMMARY REPORT

September 6, 2016

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### **SUBJECT:**

Final Subdivision Plat for Founders Point Subdivision (formerly Kimpton Square) Phase 1, 2 & 3 located at approximately 7612 South Holden Street

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### **SUBMITTED BY:**

Lesley Burns, City Planner

### **SUMMARY:**

On November 17, 2015, the City Council approved the preliminary subdivision plat for the Founders Point single family development located at approximately 7612 South Holden Street. This development includes 67 individual residential units and common area. The common area, a combination of common and limited common designations, includes the private roads, and landscape and recreation amenity areas. The City Council's preliminary approval included 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 final subdivision plat shall include the notes required by the Development Agreement, i.e. designating units requiring sprinkler systems, vapor mitigation, side by side two car garages; units being entirely constructed within designated building footprints; maintaining 10 foot separation.
3. The final subdivision plat shall note the book and page of the recorded access and parking easement as part of the legend.
4. Prior to the final subdivision plat approval, the applicant shall obtain final site plan approval for the development.
5. The applicant shall prepare a declaration of covenants, conditions and restrictions, including the creation of a homeowners association, for the development. This document shall include, among others, the items required by the Planning Commission in its Small Scale Master Plan approval. This document shall be recorded concurrently with the subdivision plat.

The applicant has prepared the final subdivision plats. The original preliminary plat has been broken into three phases with each phase being a separate plat. The plats include the required notes and access and parking easement language as required. These plats have been reviewed and approved by the City Engineer, Fire Marshal and City Planner. The final site plan for this project was approved on May 9, 2016. The applicant has prepared the required Declaration of

Covenants, Conditions and Restrictions for the overall subdivision. This document has been reviewed by Staff and is in the process of being finalized.

**FISCAL IMPACT:**

N/A

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**STAFF RECOMMENDATION:**

Staff recommends approval of the final subdivision plats for Founders Point Subdivision Phases 1 - 3 with the following conditions:

1. The applicant shall obtain all required signatures on the subdivision plat Mylars.
2. The declaration of covenants, conditions and restrictions shall be finalized and recorded concurrently with the subdivision plats.

**RECOMMENDED MOTION:**

*“I move that we approve the final subdivision plats for the Founders Point Subdivision Phases 1-3 located at approximately 7612 South Holden Street with the following conditions:*

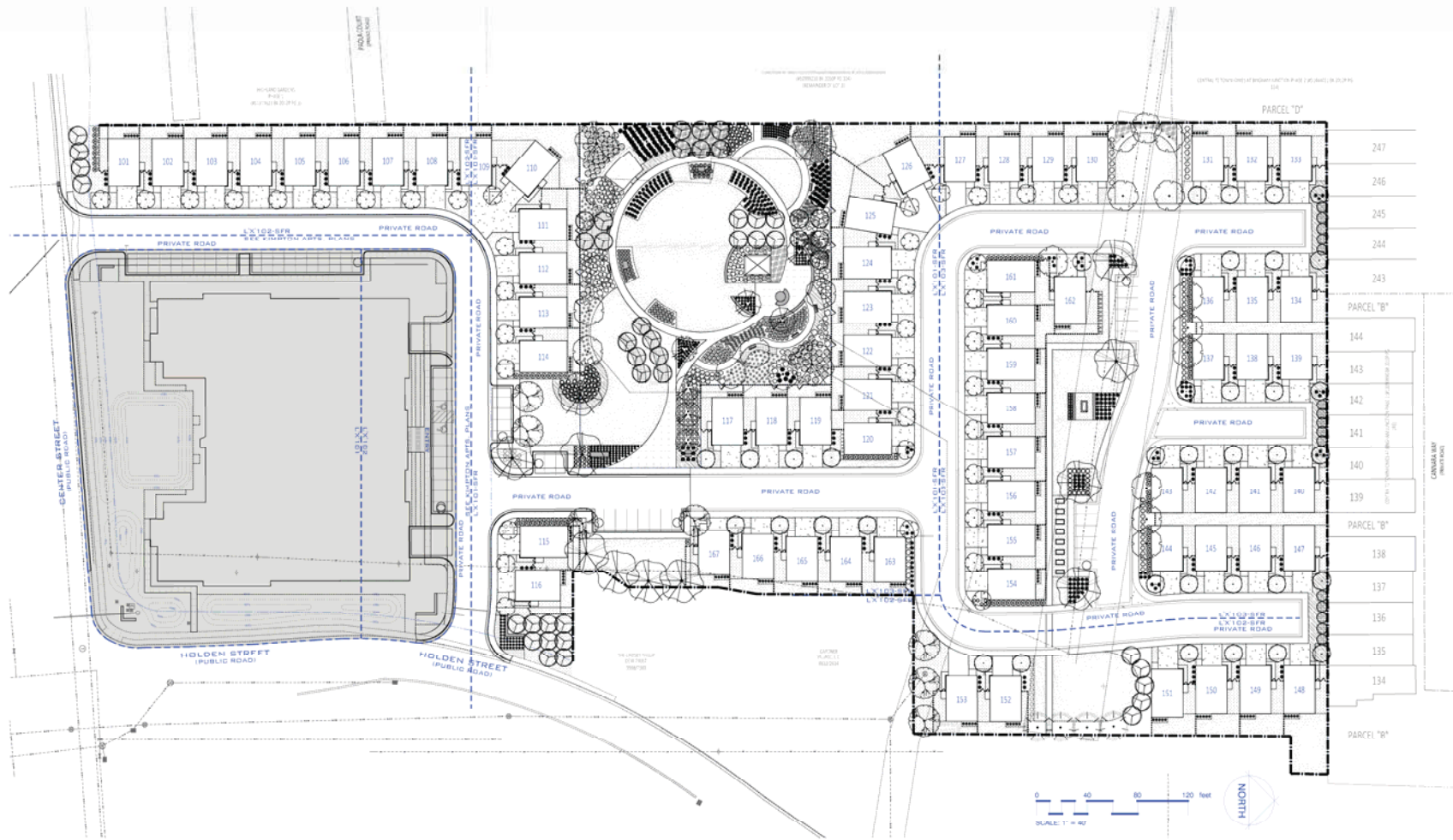
- 1. The applicant shall obtain all required signatures on the subdivision plat Mylars.*
- 2. The declaration of covenants, conditions and restrictions shall be finalized and recorded concurrently with the subdivision plats.”*

**Attachments:**

- Vicinity Map
- Approved Preliminary Subdivision Plat
- Proposed Final Subdivision Plats



**Kimpton Square Single Family & Public Open Space  
7612 S. Holden Street**



The designs shown and described herein, including all technical drawings, graphics, presentation and models, if any, are proprietary and confidential. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission from Loft Six Four.

These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and other personnel only, in accordance with this notice.



**KIMPTON SINGLE  
 FAMILY RESIDENTIAL**  
 CENTER ST., N. HOLDEN ST.  
 MIDVALE, UT

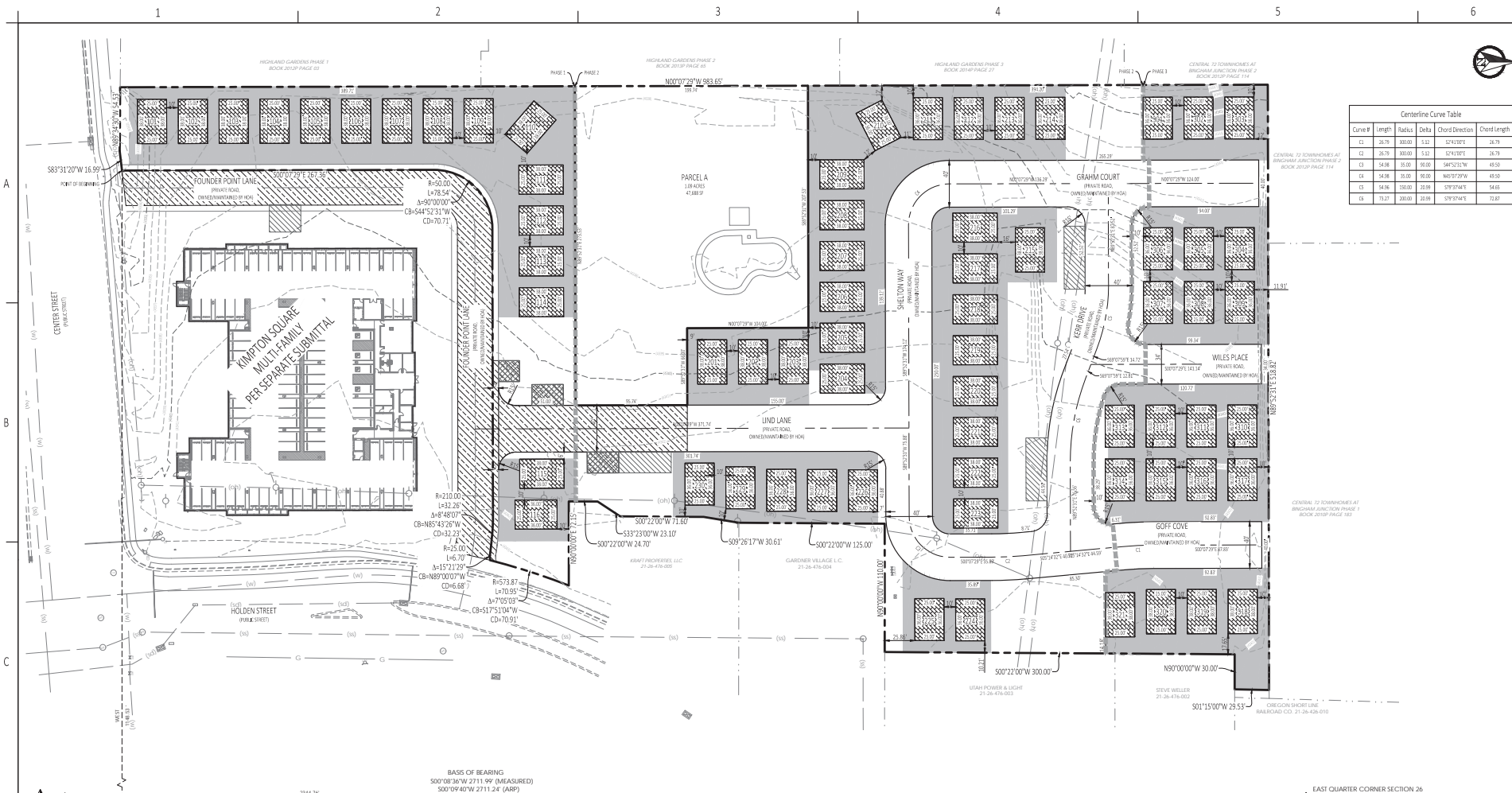
DATA:  
 DATE: 06.15.13  
 PROJECT NO: 1518  
 DRAWN BY: HJG  
 CHECKED BY: BAR

REVISIONS:

TITLE  
**OVERALL  
 LANDSCAPE**

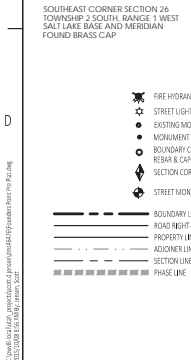
SHEET

**LP100**



Centerline Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---------|--------|--------|-------|-----------------|--------------|
| C1      | 26.75  | 300.00 | 5.02  | S74°50'21"      | 26.75        |
| C2      | 26.75  | 300.00 | 5.02  | S74°50'21"      | 26.75        |
| C3      | 24.18  | 30.00  | 30.00 | S45°21'21"W     | 45.00        |
| C4      | 24.18  | 30.00  | 30.00 | S45°21'21"W     | 45.00        |
| C5      | 24.18  | 30.00  | 30.00 | S45°21'21"W     | 45.00        |
| C6      | 73.27  | 300.00 | 25.98 | S79°24'45"      | 73.87        |



**NOTES:**

- GARAGE REQUIREMENTS:** UNITS WITH A DEPTH OF LESS THAN 18' DEEP ARE REQUIRED TO PROVIDE A 2-CAR GARAGE. THIS INCLUDES, BUT IS NOT LIMITED TO LOTS 116 & 224-230.
- EXISTING EASEMENTS:** NO PRIVATE OWNERSHIP FALLS WITHIN AN EXISTING EASEMENT.
- PROPOSED PRIVATE ROADS:** ALL OF THE ROADS WITHIN THIS PROJECT SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- AUTOMATIC FIRE SPRINKLERS:** ALL OF THE UNITS AT THE NORTH END OF THE PROJECT WILL BE REQUIRED TO HAVE FIRE SPRINKLERS. THESE UNITS MAY INCLUDE UNITS 201, 230 & 301-321 OR AS DIRECTED BY THE FIRE MARSHAL.
- STREET LIGHTING:** STREET LIGHTING THAT COMPLIES WITH MIDVALE CITY'S LED STREET LIGHTING STANDARDS SHALL BE ADDRESSED ON THE PRIVATE ROADS, AS WELL AS LIGHTING FOR THE ADJACENT GUEST PARKING AREAS.
- CROSSWALKS:** STAMPED, COLORED CONCRETE OR ASPHALT CROSSWALKS SHALL BE PROVIDED AT THE INTERSECTIONS OF THE PRIVATE ROADS TO PROVIDE CONTINUOUS PEDESTRIAN TRAVEL THROUGHOUT THE DEVELOPMENT.
- PERIMETER FENCING:** THE EXISTING TASTON PERIMETER WALL SHALL BE EXTENDED ALONG THE EAST PERIMETER OF THE PROJECT.
- ROCKY MOUNTAIN POWER (RMP) EASEMENT:** ALL OF THE UNITS SUBJECT TO THE EASEMENT AT THE NORTH PORTION OF THE PROJECT SHALL NOT ENCRUSH INTO THE EASEMENT IN ANY WAY.

**FOUNDER'S POINT**  
SINGLE FAMILY PARCEL  
OVERALL BOUNDARY DESCRIPTION  
OCTOBER 6, 2015

BEGINNING AT 4 POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT BEING S00°09'36" W 2344.76 FEET, ALONG THE SECTION LINE, AND WEST 1148.53 FEET FROM THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, AND RUNNING THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TRAILING COURSES: (1) S89°52'07" W 16.99 FEET; (2) N89°04'30" W 54.53 FEET TO THE SOUTHEAST CORNER OF THE JUNCTION AT MIDVALE SOUTHEAST RESIDENTIAL PLAT SUBDIVISION RECORDED IN BOOK 1030P AT PAGE 124 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE, ALONG THE EXTERIOR BOUNDARY LINE OF SAID SUBDIVISION, THE FOLLOWING TWO (2) COURSES: (1) N00°07'29" W 98.65 FEET; (2) N89°41'53" E 338.82 FEET; THENCE S00°07'29" W 28.53 FEET; THENCE WEST 30.00 FEET; THENCE S00°22'00" W 300.00 FEET; THENCE WEST 110.00 FEET; THENCE S00°22'00" W 15.00 FEET; THENCE S00°17'21" W 303.65 FEET; THENCE S00°22'00" W 71.60 FEET; THENCE S89°23'00" W 23.10 FEET; THENCE S00°22'00" W 24.70 FEET; THENCE EAST 72.15 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 700 WEST (HOLDEN STREET); THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTHWESTERLY 70.95 FEET ALONG THE ARC OF A 379.87 FOOT RADIUS CURVE TO THE LEFT; CHORD BEARS S19°16'21" W 70.95 FEET; THENCE NORTHWESTERLY 6.30 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT; CHORD BEARS N89°00'07" W 6.68 FEET; THENCE NORTHWESTERLY 32.36 FEET ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE LEFT; CHORD BEARS N89°42'20" W 32.33 FEET; THENCE S89°23'31" W 245.84 FEET; THENCE SOUTHWESTERLY 78.54 FEET ALONG THE ARC OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; CHORD BEARS S44°53'32" W 73.71 FEET; THENCE S00°07'29" E 267.36 FEET TO THE POINT OF BEGINNING.

CONTAINS: 311,933 SF OR 7.16 AC.

**FOUNDER'S POINT SUBDIVISION**  
MIDVALE CITY, UTAH

**PRELIMINARY PLAT**

Project Number: 145988  
Date: 09-03-2015  
Scale: 1" = 40'  
Sheet #

WASATCH KIMMPTON SQUARE, LLC  
209 South Main Street, Suite 2400  
Salt Lake City, UT 84111

REVISIONS

| NO. | DATE       | DESCRIPTION                        |
|-----|------------|------------------------------------|
| 1   | 07/20/2015 | MIDVALE CITY - SITE PLAN SUBMITTAL |
| 2   | 09/03/2015 | MIDVALE CITY - SITE PLAN SUBMITTAL |

SOUTHEAST CORNER SECTION 26 TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASIN AND MERIDIAN FOUND BRASS CAP

2344.76

500°08'36"W 2711.99' (MEASURED)  
500°09'40"W 2711.24' (ARP)

EAST QUARTER CORNER SECTION 26 TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASIN AND MERIDIAN FOUND BRASS CAP

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

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C-201  
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