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

MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
SEPTEMBER 19, 2023

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **19th day of September 2023** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

Electronic & In-Person City Council Meeting

This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the City Council at www.Midvalecity.org/government/contact-us by 5:00pm on September 18th and will be included in the record.**

The meeting will be broadcast on the following: **You Tube: www.MidvaleCity.org/YouTube**

6:00 PM - WORKSHOP

- Unified Police Department Presentation ***[Matt Dahl, City Manager]***

7:00 PM - REGULAR MEETING

I. GENERAL BUSINESS

A. WELCOME AND ROLL CALL
B. PLEDGE OF ALLEGIANCE
C. American Founders & Constitution Month Presentation
D. American Founders & Constitution Month Proclamation
E. Unified Police Department Report

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for a public hearing 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.

III. MAYOR REPORT

A. Mayor Marcus Stevenson

IV. COUNCIL REPORTS

A. Councilmember Heidi Robinson
B. Councilmember Paul Glover
C. Councilmember Dustin Gettel
D. Councilmember Quinn Sperry
E. Councilmember Bryant Brown

V. CITY MANAGER REPORT

VI. CONSENT

A. Consider Minutes of September 5, 2023 ***[Rori Andreason, H.R. Director/City Recorder]***

VII. ACTION ITEMS

A. Consider ***Ordinance No. 2023-O-12*** Prohibiting the Negligent Discharge of Fireworks ***[Aaron McKnight, Deputy City Attorney]***

B. Consider ***Resolution No. 2023-R-38*** to Approve the acquisition of property and an easement to support the installation of water lines and a water meter vault located at 6813 S 700 W and 6821 S 700 W in Midvale ***[Cody Hill, Economic Development Manager]***

C. Consider ***Resolution No. 2023-R-39*** Authorizing the Mayor to enter into an Interlocal Cooperation Agreement with Salt Lake County relating to the Community Development Block Grant Program, Home Investment Partnership Program, and Emergency Solutions Grant Program ***[Nate Rockwood, Assistant City Manager]***

D. Consideration of ***Resolution No. 2023-R-40*** Approving an Argument in Support of the Recreation Bond for Inclusion in the 2023 Voter Information Pamphlet ***[Matt Dahl, City Manager]***

VIII. DISCUSSION ITEMS

A. Discuss Community Council Revitalization ***[Matt Dahl, City Manager]***

B. Discussion Regarding a Curfew to be set by Ordinance for all City Parks ***[Glen Kennedy, Public Works Director]***

IX. POSSIBLE CLOSED SESSION

The City Council may, by motion, enter into a Closed Session for:

A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
B. Strategy sessions to discuss pending or reasonably imminent litigation;
C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
D. Discussion regarding deployment of security personnel, devices, or systems; and
E. Investigative proceedings regarding allegations of criminal misconduct.

X. ADJOURN

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

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City's website at www.midvalecity.org and the State Public Notice Website at http://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.

DATE POSTED: SEPTEMBER 14, 2023

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

COUNCIL MEETING
Minutes

Tuesday September 5, 2023
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Heidi Robinson
Council Member Paul Glover
Council Member Dustin Gettel
Council Member Quinn Sperry
Council Member Bryant Brown

STAFF: Nate Rockwood, Assistant; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Meggie Troili, RDA Project Manager; Jonathan Anderson, Planner II; Cody Hill, Economic Development Manager; Laura Magness, Communications Director; Aaron McKnight, Deputy City Attorney; Keith Ludwig, City Engineer; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Matt Pierce, IT Director.

6:00 PM – WORKSHOP

- **DISCUSS CREATORS CONFERENCE ON MAIN STREET DURING SPRING 2024**

Meggie Troili introduced Angela Brown, CEO and Founder of Craft Lake City. Midvale City is partnering with Craft Lake City for the upcoming Creators Conference on March 2, 2024. They want to bring back an incredible event called the annual craft lake city Letterwest. DIY festival was their catalyst event to get them started as Craft Lake City.

LetterWest was held at the Gateway Mall in 2019. The owner was not interested in bringing it back after COVID, so Craft Lake City acquired Letterwest. She would like to bring Letterwest to Midvale City. The idea in doing so is to put Midvale City on the map not only locally but nationally. The conference would include keynote speakers, workshops, food trucks and mixers. She said it's important to get the youth involved.

Ms. Brown discussed the following presentation with the Council and staff:

Craft Lake City
is a 501(c)(3) charitable organization

PENDING

Our Mission is to educate, promote and inspire local artisans while elevating the creative culture of the Utah arts community through science, technology and art.

The Fifth Annual Craft Lake City
Holiday Market
Ogden, UT Dec. 1 & 2, 2023

The 15th Annual Craft Lake City DIY Festival Presented By Harmons
The Utah State Fair park Aug. 11, 12, & 13, 2023

Education
Year-Round DIY Workshops
We host around fifty artisan workshops each year by partnering with local artisans and venues to provide in-person crafting opportunities.

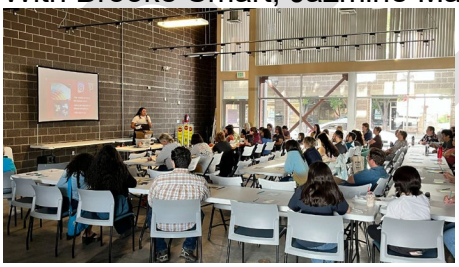
Youth Artisan Entrepreneur Program
We partner with local afterschool sites to provide series of workshops for students. As part of this program, students participate in Kid Row to sell their wares and practice their entrepreneurial skills.

Curation Projects
Our outdoor exhibition series displayed in 14 large frames adjacent to the sidewalks along Broadway (300 South) between 200 West and 200 East.

10 Years CLC DIY FEST @
Gallivan Center 2009-2018

State Fair Park 2019-Present

Free DIY Mural Workshop
With Brooke Smart, Jazmine Martinez, & Caro Nilsson





PENDING

The annual Craft Lake City
Becca Clason: LetterWest 2019



LetterWest 2019: Gateway Mall



LetterWest 2019: Stefan Kunz



LetterWest 2019: Jennet Liaw



PENDING

Craft Lake City Volunteers



Meggie Troili said she wanted the Council to be aware of this opportunity.

The Council thanked Ms. Brown for her presentation.

- **DISCUSS STATE WATER CONSERVATION POLICY**

Adam Olsen discussed and presented the state water conservation policy.

Water Efficiency Standards

- HB 121 Water Conservation Modifications (2022):
  - Imposed requirements for water conservation at state government facilities and state agencies
  - Provided incentives to replace lawn/turf with drought resistant landscaping
  - Defines that lawn/Turf does NOT include a golf course, park, athletic field, or sod farm

- SB 118 Water Efficient Landscaping Incentives (2023):
  - Authorizes water conservancy districts to receive grants and provide incentives for landscape conversions.
  - Provides conditions on when a property owner may receive incentives.
  - Prohibits municipalities from enacting or enforcing a policy that prohibits water wise landscaping.
  - Property owners eligible for incentive offered through water conservancy district:
    - Voluntary participation in lawn/turf removal.
    - Municipality or County adopts water use efficiency standards.

JVWCD Water Efficiency Standards-Highlights

- 50% of living plant cover at maturity, at ground plane.
- Residential Landscapes-Front Yard (Rear Yard encouraged but not required):
  - No lawn in park-strips.
  - No lawn in areas less than 8’ wide.
  - Lawn areas not to exceed greater of either 250 sq. ft. or 35% of total landscape area.
- Commercial, Industrial, Institutional & Multi-Family Landscapes:

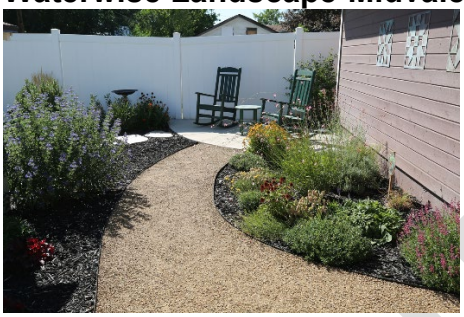
PENDING

- Lawn area not to exceed 20% of total landscape area, outside of “active recreation areas”.
    - “Active Recreation Area”-area of landscape dedicated to active play where lawn may be used as the playing surface (ex. sports fields and play areas).

JVWCD Rebate/Incentive

- $0.50 sq. ft. current rebate, because Midvale has not adopted JVWCD standards.
- If Midvale adopts standards:
    - $2.00 sq. ft. rebate for park strip and side yard replacements, minimum of 200 sq. ft.
    - $3.00 sq. ft. rebate for lawn removed, full front and rear yard replacement, minimum 250 sq. ft.

Waterwise Landscape-Midvale





The Council agreed to proceed with the process to adopt the standards.

Council member Paul Glover said he would like to see the differences and how they might affect commercial properties.

Mayor Stevenson said he would like to see this done by spring of next year.

Cody hill and Glen Kennedy said there are grants and funding available for projects that are contingent upon the City adopting these standards.

7:00 PM – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 7:05 p.m.

PENDING

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

B. ROLL CALL - Council Members Heidi Robinson, Dustin Gettel, Bryant Brown, Quinn Sperry, and Paul Glover were present at roll call.

C. UNIFIED FIRE AUTHORITY DEPARTMENT REPORT

Chief Larson said UFA Task Force 1 deployed to assist with the Maui wildfires. Utah Task Force 1 sent four personnel to assist with the search for missing persons. The personnel returned home last week. Utah Task Force 1 is currently focusing on storm activity in the gulf of Mexico and Atlantic Ocean for possible hurricane response between now and late October. For UFA's recruitment efforts, they had 334 candidates participate in a written test with the top 101 who were invited to participate in an oral board and physical agility test. Of those 90 were banded in categories A-F in which UFA is looking to hire 36 new recruits to start camp early next year. He stated the strategic plan work group recently completed an internal survey of the organization. They solicited feedback on the strengths, weaknesses, opportunities, and challenges facing the UFA. He said the strategic plan is a really important process. It helps them set their budget from year to year, which is set to help meet those strategic goals. During the first two weeks of September, they are conducting a similar process in their communities to get feedback in those same areas. The goal is to move the strategic plan, once completed, to the UFA Board for consideration by year's end.

D. HARVEST DAYS FESTIVAL COMMITTEE AND VOLUNTEERS RECOGNITION

Mayor Stevenson asked Molly Signoretty to discuss how Harvest Days went this year.

Molly Signoretty discussed the Harvest Days events. She said a few of the big wins this year were vendors, food trucks and booths. Overall setup went much smoother than last year. They had Hillcrest and the Rotary Club help them, which was fantastic and encouraging for the future. The library was also a big part of planning and also having their own event. They had a lot of additional activities this year, so the park was fuller. A few things they would love to continue are the fun run, event marketing and how to communicate with those in the community to get the word out, and a few things on transition from parade to festival. Is there a gap, is there no gap and just exploring options for timelines. They'd also like to focus on the daytime to nighttime activity. A few ideas for next year is to have Hillcrest participate in more than just soccer and football. She felt the new Hillcrest Administrator would be great to work with. She would also like to explore the timing of bingo.

The Mayor and Council expressed their appreciation for all their efforts and presented the committee with a gift and a card.

II. PUBLIC COMMENTS

There were no public comments.

PENDING

III. MAYOR REPORT

Mayor Stevenson said on September 15th he will be doing a Main Street Walk and Talk. The RDA staff will be there to talk about everything happening on Main Street. He said the Union School grand opening is scheduled for tomorrow at 5:00 p.m. He said he went on a UFA ride-a-long a few weeks ago. It was a fairly slow night, but the calls were interesting. He said he is also attending the community police academy which has been very interesting so far.

IV. COUNCIL REPORTS

A. Council Member Heidi Robinson – thanked City staff for continuing to plan such great events on Main Street. She also mentioned the Trick or treat on Main, which is scheduled for Saturday, October 28th from 12 pm to 5 pm.

B. Council Member Paul Glover – said he is getting all kinds of complaints about the homeless on 7200 South. He said he hopes staff can come up with ways to help with that situation. He said he has received more complaints in the last few weeks than he has in the last five years. He said it's becoming a real problem.

C. Council Member Dustin Gettel – said Clark Phelps, who was recognized a few weeks ago being inducted into the Hall of Honors, passed away suddenly last weekend. He said Mr. Phelps and his family have held business licenses on Main Street for over 100 years. He thanked the Arts Council for honoring him last month and hoped more individuals can be honored while they are still alive. He said Mr. Phelps will be missed.

D. Council Member Quinn Sperry – said the Hillcrest High School choir had the opportunity to sing at the Foreigner concert which was a great opportunity. He said the National Day of Service to remember 911 is coming up in the next week. There are a lot of organizations getting people out to serve. He encouraged everyone to get out and serve their community.

E. Council Member Bryant Brown – said the Arts Council doesn't get a lot of submissions for the Hall of Honors lately. He said they'd love to give it out to people who are still living so he encouraged everyone that may know of a good candidate to please submit them. He also said there have been some projects such as the food truck plaza and basketball court development that have taken a very long time for anything to be done. He would like more updated information from staff on when the work will start since these projects are emotional for many people. These projects are taking too long.

V. CITY MANAGER REPORT

Nate Rockwood said staff is working on those projects. A lot of times they are brought in concept form and then RFP's need to be issued and contracts for architects for design. The basketball court will come back in two weeks for approval of contracts. They have started putting up construction fences, but he will have them stop doing so until the final contract has all been signed. He said the lighting contract needs to get moving due to

PENDING

grant funding. Several months ago, the Council had a presentation on the study of canal trails. Staff is moving forward with phase one of that project.

VI. PUBLIC HEARING

A. CONSIDER A FINAL SUBDIVISION PLAT REQUEST FOR A PROPERTY LOCATED AT 220 E GREENWOOD AVE IN THE SINGLE FAMILY RESIDENTIAL (SF-1) ZONE TO BE SPLIT INTO TWO LOTS

Jonathan Anderson said Dan Jeppson is requesting a final subdivision plat approval for a two-lot split located at 220 E Greenwood Ave in the Single-Family Residential (SF-1) zone.

This proposal has been reviewed by Planning staff, the City Engineer, and the Unified Fire Authority for compliance with the respective guidelines, policies, standards, and codes. Staff finds the proposal complies with requirements outlined in Midvale City Municipal Code for minor subdivisions (16.04.050) and the lot development standards of the SF-1 zone (17-7-1.3 and 17-7-1.10(B)(1)(f) for Flag Lots).

Public notice has been sent to property owners within 500 feet of the subject parcel. No objections have been received as of the writing of this report.

The Planning Commission reviewed the plat at its August 9, 2023, meeting, and recommended approval of the Final Subdivision Plat to the City Council after approving a Conditional Use Permit for a flag lot to be located at the property.

PLANNING COMMISSION RECOMMENDATION
Recommended Approval.

STAFF RECOMMENDATION
Based on compliance with the requirements of Chapter 16.04.050, 17-7-1.3 and 17-7-1.10(B)(1)(f) of Midvale Municipal Code demonstrated in the application, Staff recommends City Council approves the Final Subdivision Plat with the following findings:

1. The project complies with the minor subdivision procedure outlined in Midvale Municipal Code 16.04.050, and the lot standards of the SF-1 zone in 17-7-1.3 and 17-7-1.10(B)(1)(f) for a flag lot.

2. The Planning Commission reviewed the Final Subdivision Plat, determined it met the standards, and recommended approval of the plat to the City Council after approving a Conditional Use Permit for a flag lot to be located at the property.

MOTION: Council Member Paul Glover MOVED to open the public hearing to public comment. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion.

PENDING

There being none, he called for a vote. The motion passed unanimously.

There were no public comments on this issue.

MOTION: Council Member Dustin Gettel MOVED to close the public hearing. The motion was SECONDED by Council Member Bryant Brown. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

ACTION: APPROVE FINAL SUBDIVISION PLAT REQUEST FOR A PROPERTY LOCATED AT 220 E GREENWOOD AVE IN THE SINGLE FAMILY RESIDENTIAL (SF-1) ZONE TO BE SPLIT INTO TWO LOTS

MOTION: Council Member Heidi Robinson MOVED to Approve the Final Subdivision Plat for a property located at 220 East Greenwood Avenue to be split into two lots with the findings noted in the staff report. The motion was SECONDED by Council Member Paul Glover. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Quinn Sperry	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

VII. CONSENT

A. CONSIDER MINUTES OF AUGUST 8 & 22, 2023

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Dustin Gettel. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Quinn Sperry	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

VIII. ACTION ITEM

A. CONSIDER RESOLUTION NO. 2023-R-37 AUTHORIZING THE MAYOR TO SIGN TASK ORDER #141.49.100 WITH HANSEN ALLEN & LUCE

PENDING

FOR THE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR SERIES 2023 BOND PROJECTS

Keith Ludwig said this discussion is regarding a task order from the City's Engineering Consultant, Hansen, Allen, & Luce, for design and construction management services of several water system improvement projects. This task order will be funded by the series 2023 Bond proceeds.

SUMMARY:
In staff's continuing effort to improve the City's water system, they are planning on doing several projects identified in the 2020 Water Master Plan. These projects are identified as numbers 9 – 21 on Table 6-1 of the 2020 Water Master Plan Update.

Staff anticipates that combined, these projects will cost roughly $5,180,000. These projects have been discussed with the City's Engineering Consultant, Hansen, Allen & Luce, and have received a task order for the design and construction engineering services for these projects. The total fee for the task order is $399,500; broken down as follows;

- Design $163,900
- Construction Services $235,600

This task order has been reviewed and approved by both the procurement officer and the City Attorney. Costs for this task order will be covered by the Series 2023 Bond proceeds.

STAFF'S RECOMMENDATION AND MOTION:
Staff recommended approval of this resolution.

Keith Ludwig said staff will try to get these projects completed by 2024.

MOTION: Council Member Dustin Gettel MOVED to Approve Resolution No. 2023-R-37 authorizing the Mayor to sign Task Order# 141.49.100 with Hansen, Allen, & Luce for the Design and Construction for the Series 2023 Bond Water Projects. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Quinn Sperry	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. DISCUSSION OF AN ORDINANCE TO PROHIBIT THE NEGLIGENT DISCHARGE OF FIREWORKS

Aaron McKnight said Midvale City Council members have expressed concern about the use of fireworks in the City. Some interest was expressed in prohibiting the use of

fireworks on City property. However, in 2018, the Utah State Legislature passed a law significantly limiting what prohibitions a municipality can impose on the use of fireworks. That law prevents the City from outright prohibiting the use of fireworks on City property. However, state law allows a municipality to impose a prohibition against the negligent discharge of fireworks, which allows the City to enact policy regarding firework safety.

Staff has drafted a proposed ordinance. The proposed ordinance would make it a class B misdemeanor to negligently or improperly discharge fireworks in the City. While any negligent use or discharge of fireworks would violate the ordinance, the proposed amendment identifies several specific scenarios that would violate the ordinance. Those specific scenarios are (1) using or discharging a firework in such a manner that the firework projects over or onto someone else's property without their consent, (2) using or discharging a firework from or into any motor vehicle, or at or near any person, and (3) using or discharging a firework in such a manner as to cause any building, structure, or other property to catch fire.

This proposed ordinance is intended to incentivize responsible and safe use of fireworks. It also will help the City and law enforcement to hold people accountable who are negligent or reckless in their use of fireworks and who start fires as a result of their use of fireworks. The penalty of a class B misdemeanor gives prosecutors and judges sufficient leverage to order and enforce restitution orders, which often becomes an issue in fireworks cases.

Council Member Dustin Gettel asked Mr. McKnight if it was his opinion that the ordinance West Valley City has prohibiting the discharge of fireworks on any city property or park was illegal.

Aaron McKnight said yes, that was his opinion that it was an illegal ordinance.

The Council discussed this issue at length and agreed to move forward with the approval process for the proposed ordinance.

B. DISCUSS USE OF DEVELOPMENT AGREEMENTS

Garrett Wilcox said in March 2023, the Utah State Legislature passed HB 406 *Land Use, Development, and Management Act Modifications* which amended the language in Utah Code Ann. § 10-9a-532. This law had two significant effects on development agreements for the City. One impact will be addressed in the near future with a proposed code amendment. The other impact will be discussed tonight.

First, HB 406 prohibited municipalities from requiring a development agreement as a condition of developing land if a municipality's land use regulations establish all of the applicable standards for development. A development agreement must address only issues that are not found within a zone's standards. This will affect several of the City's current zones. Our Planning Director, Wendelin Knobloch, has already prepared and coordinated a proposed legislative amendment to address this prohibition. This proposed

amendment will be brought before the Planning Commission and City Council in the near future for consideration.

Second, HB 406 requires a municipality to disclose to a developer if a development agreement restricts any of the developer's rights under state law. If the municipality fails to disclose these rights, then any provision pertaining to the undisclosed rights is voided. This provision is problematic for a number of reasons. One of these problems is the vagueness of the municipality's obligation. A municipality is required to disclose whether a development agreement restricts a developer's rights under clearly established state law. This sounds straightforward. But if a municipality cannot require a development agreement if its development standards are sufficient to develop a project, then when would a development agreement that restricts a developer's rights be appropriate? The developer is already entitled to a review of their application under a municipality's land use regulations if they submit a complete application and pay their fees (See Utah Code Ann. § 10-9a-509(1)(a)). A municipality should not be entering into a development agreement under these circumstances.

For development agreements linked to rezone applications—as many of ours are—the developer is not entitled to any rights because the project does not meet the requirements of the existing zone. Is a municipality supposed to identify the rights the developer has under the existing zone before a rezone? Is a municipality supposed to identify what rights the developer could have if the rezone is approved and is not linked to a development agreement? Does a municipality need to do both? The law is not clear.

This problem is further compounded by the fact that all of the risk is forced upon the municipality. If the municipality does not identify the correct rights or all of the rights, then affected provisions are voided. If a court disagrees with a municipality's understanding of the developer's rights, then the municipality loses the benefit of the deal it brokered with the developer—a deal that the municipality probably would not have entered into otherwise.

Another significant problem with the new disclosure requirement is the troubling conflict with municipal attorneys' ethical obligations under Utah's Rules of Professional Conduct. Rules 1.7(a), 4.2(a), 4.3(a) each prohibit representation of and communication with a party that is either represented or where a conflict of interest exists. Where a conflict of interest clearly exists—our attorneys represent the City's interests and not that of a developer—and where many developers have their own legal counsel, our attorneys are placed in a difficult ethical dilemma. Will every developer understand that they are not our client in this respect? Will every developer understand that our disclosure of their rights is not legal advice? Can we even have these discussions directly with a developer in most instances? The answers to these questions are unclear. Thus, the disclosure obligation under Utah Code Ann. § 10-9a-532 places municipal attorneys in a difficult ethical situation. It also appears to be in direct conflict with the principle that an attorney should not provide legal advice to someone other than their client where a conflict of interest exists.

PENDING

It is with these concerns that I recommend that the City Council exercise significant caution in entering development agreements under the current language of Utah Code Ann. § 10-9a-532. I recommend that the City Council consider any rezone application as if development agreements do not exist. I cannot guarantee the City Council a particular outcome. While our City staff will do our best to navigate these issues and protect the City as best we can, the City assumes all of the risk. If a judge disagrees with the City's word choice, the material portions of a development agreement may fall apart. The City may be left with a project that it never wanted and would have never approved.

C. COMMUNITY COUNCIL REVITALIZATION DISCUSSION

MOTION: Council Member Dustin Gettel MOVED to table this item. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

D. DISCUSS DRAFT ARGUMENT IN SUPPORT OF RECREATION BOND

Nate Rockwood said on July 18, 2023, the Midvale City Council adopted Resolution No. 2023-R-22 approving a special bond election on November 21, 2023 that, if successful, would generate $11.2 million to finance a portion of the costs to construct a new recreation center, including a community pool, and active transportation trails.

State law outlines an in-depth process of public notice and hearings that must be followed prior to the election. The following is a summary of those requirements.

• September 7 – Deadline for Bond Election Resolution to be delivered to Lt. Governor and Election Officer

• September 18 – Deadline for notice of intent to file arguments against the bond

• September 19 – Deadline for Midvale City to notice public hearing on bond election

• September 22 – Deadline for arguments for and against the bond to be submitted to the Election Officer

• October 3 – Midvale City to hold public hearing on bond election

• October 9 – Deadline for submission of rebuttal arguments

• October 23 – Deadline for arguments to be posted on state website

• October 31 – Deadline for Midvale City to post election notice

• November 6 – Deadline for voter information pamphlet to be mailed to registered voters

• November 14 – Hold Public Meeting regarding ballot proposition

PENDING

• November 21 – Election

• December 6 – Election canvass

City staff has already submitted the Bond Election Resolution to the Lt. Governor and Salt Lake County. Staff is currently working on the format of the voter information pamphlet and has prepared a draft copy of the argument in support of the recreation bond. The argument of support must be approved by the City Council and submitted to the State by September 22nd. The argument in support of the recreation bond will be included in the voter information pamphlet that will be mailed to voters by November 6th.

Mr. Rockwood asked the Council if it was their preference to have the argument of support come from the Mayor and Council as a collective statement?

The Council said yes.

Mr. Rockwood also asked the Council if they agreed with the content of the draft argument of support?

The Council agreed.

Mr. Rockwood said this item will be brought back for approval in two weeks.

XI. ADJOURN

MOTION: Council Member Paul Glover MOVED to adjourn the meeting. The motion was SECONDED by Council Member Bryant Brown. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 8:27 p.m.

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

Approved this 19th day of September, 2023

PENDING

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

MIDVALE CITY COUNCIL
STAFF REPORT
9/19/2023

SUBJECT

Proposed Ordinance No. 2023-O-12 Adopting Midvale Municipal Code Section 8.06.280 *Negligent Discharge of Fireworks*.

SUBMITTED BY

Aaron McKnight, Deputy City Attorney

CITIZEN AGENDA SUMMARY

The Midvale City Council has expressed an interest in regulating the use of fireworks within the City to increase safety. The proposed Ordinance No. 2023-O-13 would prohibit the negligent discharge of fireworks and impose criminal sanctions for violations.

BACKGROUND AND OVERVIEW

Midvale City Council members have expressed concern about the use of fireworks in the City. Some interest was expressed in prohibiting the use of fireworks on City property. However, in 2018, the Utah State Legislature passed a law significantly limiting what prohibitions a municipality can impose on the use of fireworks. That law prevents the City from outright prohibiting the use of fireworks on City property. However, state law allows a municipality to impose a prohibition against the negligent discharge of fireworks, which allows the City to enact policy regarding firework safety.

Staff has drafted the attached proposed ordinance. The proposed ordinance would make it a class B misdemeanor to negligently or improperly discharge fireworks in the City. While any negligent use or discharge of fireworks would violate the ordinance, the proposed amendment identifies several specific scenarios that would violate the ordinance. Those specific scenarios are (1) using or discharging a firework in such a manner that the firework projects over or onto someone else's property without their consent, (2) using or discharging a firework from or into any motor vehicle, or at or near any person, and (3) using or discharging a firework in such a manner as to cause any building, structure, or other property to catch fire.

This proposed ordinance is intended to incentivize responsible and safe use of fireworks. It also will help the City and law enforcement to hold people accountable who are negligent or reckless in their use of fireworks and who start fires as a result of their use of fireworks. The penalty of a class B misdemeanor gives prosecutors and judges

sufficient leverage to order and enforce restitution orders, which often becomes an issue in fireworks cases.

STAFF'S RECOMMENDATION
Staff recommends adopting Ordinance 2023-O-12 to prohibit negligent use or discharge of fireworks and to provide law enforcement with a greater ability to prosecute cases where fires are started due to fireworks.

RECOMMENDED MOTION
I move to adopt Ordinance 2023-O-12 adopting Midvale Municipal Code Section 8.06.280 *Negligent Discharge of Fireworks*.

ATTACHMENTS

1. Proposed Ordinance No. 2023-O-12 Adopting Midvale Municipal Code Section 8.06.280 *Negligent Discharge of Fireworks*.
2. Attachment A: Midvale Municipal Code Section 8.06.280 *Negligent Discharge of Fireworks*.

MIDVALE CITY, UTAH
ORDINANCE NO. 2023-O-12

AN ORDINANCE ADOPTING MIDVALE MUNICIPAL CODE SECTION 8.06.280 NEGLIGENT DISCHARGE OF FIREWORKS.

WHEREAS, Midvale City is authorized to "prohibit the negligent discharge of class C common state approved explosives" under Utah Code Annotated § 53-7-225(5)(a)(ii)(B); and

WHEREAS, the Midvale City Council is authorized to "pass all ordinances and rules, and make all regulations, not repugnant to law, […] as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city" under Utah Code Annotated § 10-8-84(1); and

WHEREAS, the Midvale City Council desires to increase safety in the City related to the use of fireworks; and

WHEREAS, adoption of an ordinance prohibiting the negligent discharge of fireworks would assist the City and law enforcement in holding people accountable who are negligent or reckless in their use of fireworks and who start fires as a result of their use of fireworks; and

WHEREAS, the City Council finds that adopting Midvale Municipal Code 8.06.280 will improve the health, safety, and comfort of its residents and improve the peace and good order of the City and its inhabitants and will protect property in the City.

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

Section 1. Midvale Municipal Code Section 8.06.280 *Negligent Discharge of Fireworks* is adopted as provided in Attachment A.

Section 2. A violation of this ordinance includes the possibility of fines or imprisonment. Midvale City is required, under Utah Code Annotated Section 78B-22-301, to provide for indigent legal defense, as that term is defined in Utah Code Annotated Section 78B-22-102.

Section 3. This ordinance is effective upon publication in accordance with Section 10-3-711 of the Utah Code.

PASSED AND APPROVED this 19th day of September, 2023.

_____

Marcus Stevenson, Mayor

[SEAL]

VOTING:

Bryant Brown	Yea ____	Nay ____
Dustin Gettel	Yea ____	Nay ____
Paul Glover	Yea ____	Nay ____
Heidi Robinson	Yea ____	Nay ____
Quinn Sperry	Yea ____	Nay ____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Published this ____ day of September, 2023, on the Utah Public Notice Website.

8.06.280 Negligent Discharge of Fireworks.

A. It shall be unlawful to improperly use or discharge a class C common state approved explosive within Midvale City in any negligent, reckless, or willfully improper manner.

B. Improper use or discharge of a class C common state approved explosive includes, but is not limited to, the following:

1. Use or discharge of a class C common state approved explosive in such a manner that the explosive projects over or onto the property of another without the consent of the other owning or controlling such property.

2. Use or discharge of a class C common state approved explosive from or into any motor vehicle, or at or near any person.

3. Use or discharge of a class C common state approved explosive in such a manner as to cause any building, structure, or other property to catch fire.

C. In this Section, "negligent" means the failure to exercise the degree of care that a reasonable and prudent person exercises under similar circumstances.

D. A violation of this section is a class B misdemeanor.

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 19, 2023

ITEM TYPE: Action

SUBJECT: Consider Resolution No. 2023-R-38 approving the acquisition of property and an easement to support the installation of water lines and a water meter vault located at 6813 S 700 West and 6821 S 700 West in Midvale.

SUBMITTED BY: Cody Hill, Economic Development Manager

CITIZEN'S AGENDA: The City Council will consider accepting two portions of property and an easement on the east side of 700 West, just before the City's border with Murray. Control of the property will enable the installation and maintenance of water infrastructure. The City will compensate the property owner for the land and easement by installing sidewalk, curb, and gutter in front of their property, along 700 West.

SUMMARY:

In September 2021, approval was given to the task order to begin the design work for a water line along 700 West and a water meter vault near the border with Murray. To enable the City to construct and maintain a water line and water meter vault, the owner of two parcels, 6813 S 700 West and 6821 S 700 West, will transfer the City portions of his property and provide an easement. The quit claim deeds and easement are provided as attachments to the resolution and have already been signed by the property owner. In return for the property and the easement, the City will construct sidewalk, curb, and gutter in front of the owner's property.

PLAN COMPLIANCE: Acquisition of the easement and portions of the properties is critical to the infrastructure project, which is part of the City's long-term infrastructure improvement plans.

FISCAL IMPACT:
The cost of the sidewalk, curb, and gutter, is estimated to be about $44,000.

Staff Recommendation:
City staff recommend approving the acquisition of property and easement.

Recommended Motion:
"I move to suspend the rules and adopt Resolution No. 2023-R-38 to approve the acquisition of property and an easement to support the installation of water lines and a water meter vault located at 6813 S 700 West and 6821 S 700 West in Midvale."

Attachments:
Resolution No. 2023-R-38

MIDVALE CITY,
UTAH RESOLUTION
2023-R-38

A RESOLUTION OF MIDVALE CITY APPROVING RECIEPT OF PROPERTY FROM TWO QUIT CLAIM DEEDS AT 6813 S 700 WEST AND 6821 S 700 WEST AND ALSO AN EASEMENT AT 6813 S 700 WEST IN MIDVALE, UT

WHEREAS, Midvale City (the "City") is making water infrastructure improvements along 700 West near its border with Murray City; and

WHEREAS, the construction and maintenance of the water infrastructure improvements requires the City to acquire portions of properties located at 6813 S 700 West and 6821 S 700 West and an easement on 6813 S 700 West in Midvale City (the "Property"); and

WHEREAS, the Property owner is willing to deed the City portions of his property and grant an easement, provided the City install sidewalk, curb, and gutter along 700 West in front Property; and

WHEREAS, the mortgagee has granted permission for the property owner to grant certain portions of his property to the City, and has signed a substitution of trustee and a deed of partial reconveyance, as was recommended by Midvale City's attorney.

NOW THEREFORE BE IT RESOLVED, by the City Council of Midvale City, Utah, that it approves the acquisition of property via quitclaim deeds and an easement as depicted in the Resolution's Attachments A, B, and C to support the installation of water lines and a water meter vault located at 6813 S 700 West and 6821 S 700 West in Midvale.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH THIS 19th day of September, 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the City Council	Aye	Nay
Quinn Sperry	____	____
Paul Glover	____	____
Heidi Robinson	____	____
Bryant Brown	____	____
Dustin Gettel	____	____

Attachment A: Quitclaim Deed for 6813 S 700 West Midvale, Utah

WHEN RECORDED MAIL TO:
Midvale City
Attn: Rori Andreason
7505 S. Holden Street
Midvale, Utah 84047

WITH COPY TO:

DPRI, LLC
Care of: Darren Poulsen
1042 E. Fort Union Blvd #412
Midvale, Utah, 84047

Tax Id No: _____

_____
(space above for Recorder's use only)

QUITCLAIM DEED
[PN _____-_____]

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the City's construction of sidewalk, curb, and gutter on adjacent property, DPRI, LLC, a Utah limited liability corporation ("**Grantor**"), of 1042 E. Fort Union Blvd #412, Midvale, Utah, 84047, hereby QUITCLAIMS to MIDVALE CITY, a Utah municipal corporation ("**Grantee**"), all of its right, title and interest in and to the real property situated in Midvale City, State of Utah, and more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference (the "**Property**");

TOGETHER with all easements, rights, title, interest, and hereditaments appurtenant thereto and all improvements located thereon; and

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iii) current taxes, reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

GRANTOR CONVEYS THE PROPERTY AND ANY AND ALL IMPROVEMENTS LOCATED THEREON IN THEIR "AS IS," "WHERE IS" CONDITION, SUBJECT TO ALL LEGAL REQUIREMENTS, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, "WITH ALL FAULTS," INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS, AND ANY ENVIRONMENTAL CONDITIONS OR HAZARDS ON THE PROPERTY. BY ACCEPTING THIS DEED, GRANTEE WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PROPERTY AND THE IMPROVEMENTS LOCATED THEREON INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND RELEASES AND DISCHARGES GRANTOR FROM ALL CLAIMS OF GRANTEE RELATING TO THE CONDITION OF THE PROPERTY AND THE IMPROVEMENTS THEREON.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Quitclaim Deed this _____ day of _____, 2023.

DPRI, LLC, a Utah Limited Liability Corporation

By: _____

Name (print): _____

Its: Principal

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2023, before me, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say the he/she is the _____ of DPRI, LLC and that said document was signed by him/her in behalf of said Limited Liability Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said _____ acknowledged to me that said Limited Liability Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

MIDVALE CITY, a Utah municipal corporation

By: _____
Name: Marcus Stevenson (Mayor)

Attest:
By: _____
Rori Andreason (City Recorder)

STATE OF _____)
: ss
COUNTY OF _____)

This instrument was ACKNOWLEDGED before me on the _____ day of _____, 2023 by _____, the _____ of MIDVALE CITY, a Utah municipal corporation, on behalf of said municipal corporation.

_____
NOTARY PUBLIC

Residing at: _____

My commission expires _____.

[*end of signatures and acknowledgments*]

EXHIBIT A

(Legal Description of the Property)

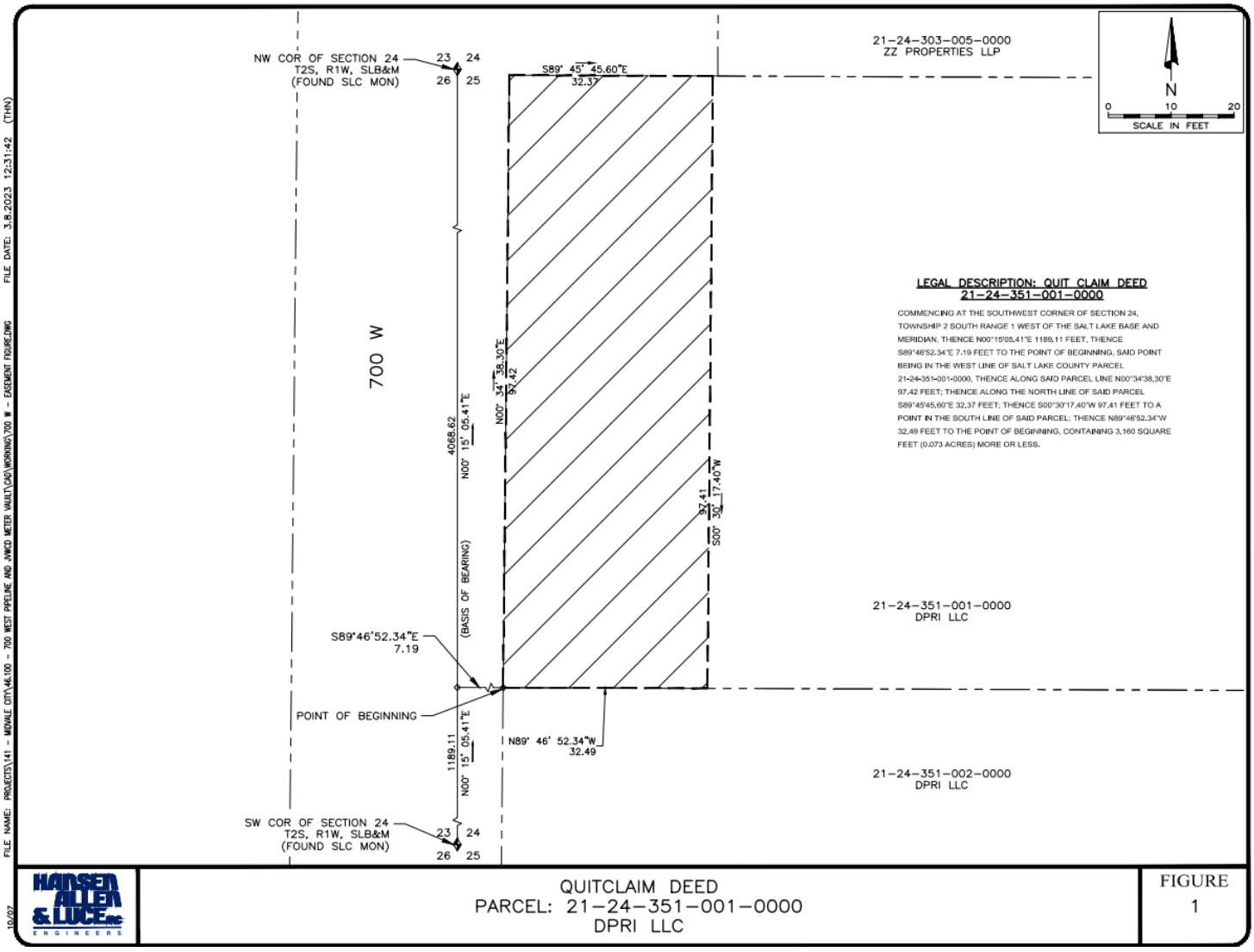
All that certain real property situated in Salt Lake County, State of Utah, and more particularly described as follows:

Commencing at the southwest corner of Section 24, Township 2 South Range 1 West of the Salt Lake Base and Meridian, thence N00°15’05.41”E 1189.11 feet, thence S89°46’52.34”E 7.19 feet to the point of beginning, said point being in the west line of Salt Lake County parcel 21-24-351-001-0000, thence along said parcel line N00°34’38.30”E 97.42 feet; thence along the north line of said parcel S89°45’45.60”E 32.37 feet; thence S00°30’17.40”W 97.41 feet to a point in the south line of said parcel; thence N89°46’52.34”W 32.49 feet to the point of beginning, containing 3,160 square feet (0.073 acres) more or less.

Notes:

The basis of bearing for these easements is the west line of Section 24, Township 2 South Range 1 West of the Salt Lake Base and Meridian. This line is established by brass cap monuments as documented by the Salt Lake County surveyor and found by HAL Engineering, the southwest corner of section 24 documented on Salt Lake County Surveyor, point name 2S1W2301, the northwest corner of section 24 documented by Salt Lake County Surveyor, point name 2S1W1401. Points are collected on state plane coordinates (grid coordinates).

EXHIBIT B



HANSEN ALLEN & LUCE ENGINEERS

QUITCLAIM DEED
PARCEL: 21-24-351-001-0000
DPRI LLC

FIGURE
1

Attachment B: Quitclaim Deed for 6821 S 700 West Midvale, Utah

WHEN RECORDED MAIL TO:
Midvale City
Attn: Rori Andreason
7505 S. Holden Street
Midvale, Utah 84047

WITH COPY TO:

DPRI, LLC
Care of: Darren Poulsen
1042 E. Fort Union Blvd #412
Midvale, Utah, 84047

Tax Id No: _____

_____
(space above for Recorder's use only)

QUITCLAIM DEED
[PN _____-_____]

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the City's construction of sidewalk, curb, and gutter on adjacent property, DPRI, LLC, a Utah limited liability corporation ("**Grantor**"), of 1042 E. Fort Union Blvd #412, Midvale, Utah, 84047, hereby QUITCLAIMS to MIDVALE CITY, a Utah municipal corporation ("**Grantee**"), all of its right, title and interest in and to the real property situated in Midvale City, State of Utah, and more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference (the "**Property**");

TOGETHER with all easements, rights, title, interest, and hereditaments appurtenant thereto and all improvements located thereon; and

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iii) current taxes, reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

GRANTOR CONVEYS THE PROPERTY AND ANY AND ALL IMPROVEMENTS LOCATED THEREON IN THEIR "AS IS," "WHERE IS" CONDITION, SUBJECT TO ALL LEGAL REQUIREMENTS, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, "WITH ALL FAULTS," INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS, AND ANY ENVIRONMENTAL CONDITIONS OR HAZARDS ON THE PROPERTY. BY ACCEPTING THIS DEED, GRANTEE WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PROPERTY AND THE IMPROVEMENTS LOCATED THEREON INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND RELEASES AND DISCHARGES GRANTOR FROM ALL CLAIMS OF GRANTEE RELATING TO THE CONDITION OF THE PROPERTY AND THE IMPROVEMENTS THEREON.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Quitclaim Deed this _____ day of _____, 2023.

DPRI, LLC, a Utah Limited Liability Corporation

By: _____

Name (print): _____

Its: Principal

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2023, before me, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say the he/she is the _____ of DPRI, LLC and that said document was signed by him/her in behalf of said Limited Liability Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said _____ acknowledged to me that said Limited Liability Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

MIDVALE CITY, a Utah municipal corporation

By: _____
Marcus Stevenson, Mayor

Attest:

By: _____
Rori Andreason, City Recorder

STATE OF _____)
: ss
COUNTY OF _____)

This instrument was ACKNOWLEDGED before me on the _____ day of _____, 2023 by _____, the _____ of MIDVALE CITY, a Utah municipal corporation, on behalf of said municipal corporation.

_____
NOTARY PUBLIC

Residing at: _____

My commission expires _____.

[*end of signatures and acknowledgments*]

EXHIBIT A

(Legal Description of the Property)

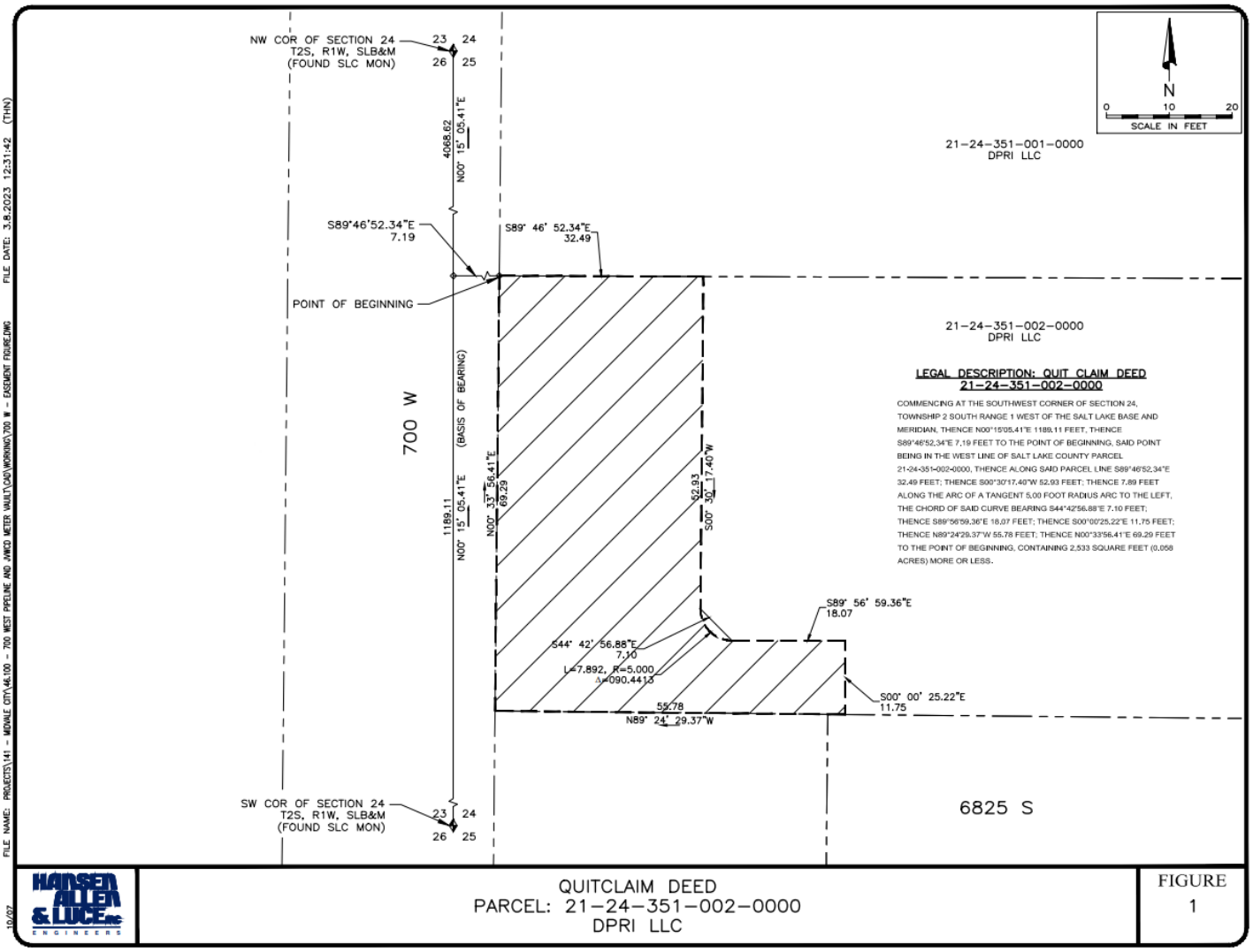
All that certain real property situated in Midvale City, State of Utah, and more particularly described as follows:

Commencing at the southwest corner of Section 24, Township 2 South Range 1 West of the Salt Lake Base and Meridian, thence N00°15’05.41”E 1189.11 feet, thence S89°46’52.34”E 7.19 feet to the point of beginning, said point being in the west line of Salt Lake County parcel 21-24-351-002-0000, thence along said parcel line S89°46’52.34”E 32.49 feet; thence S00°30’17.40”W 52.93 feet; thence 7.89 feet along the arc of a tangent 5.00 foot radius arc to the left, the chord of said curve bearing S44°42’56.88”E 7.10 feet; thence S89°56’59.36”E 18.07 feet; thence S00°00’25.22”E 11.75 feet; thence N89°24’29.37”W 55.78 feet; thence N00°33’56.41”E 69.29 feet to the point of beginning, containing 2,533 square feet (0.058 acres) more or less.

Notes:

The basis of bearing for these easements is the west line of Section 24, Township 2 South Range 1 West of the Salt Lake Base and Meridian. This line is established by brass cap monuments as documented by the Salt Lake County surveyor and found by HAL Engineering, the southwest corner of section 24 documented on Salt Lake County Surveyor, point name 2S1W2301, the northwest corner of section 24 documented by Salt Lake County Surveyor, point name 2S1W1401. Points are collected on state plane coordinates (grid coordinates).

EXHIBIT B


NW COR OF SECTION 24
T2S, R1W, SLB&M
(FOUND SLC MON)
23
24
26
25
4068.62
N00° 15' 05.41"E
N
0
10
20
SCALE IN FEET
21-24-351-001-0000
DPRI LLC
S89°46'52.34"E
7.19
S89° 46' 52.34"E
32.49
POINT OF BEGINNING
700 W
(BASIS OF BEARING)
1189.11
N00° 15' 05.41"E
N00° 33' 56.41"E
69.29
52.93
S00° 30' 17.40"W
21-24-351-002-0000
DPRI LLC
LEGAL DESCRIPTION: QUIT CLAIM DEED
21-24-351-002-0000
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, THENCE N00°15'05.41"E 1189.11 FEET, THENCE S89°46'52.34"E 7.19 FEET TO THE POINT OF BEGINNING, SAID POINT BEING IN THE WEST LINE OF SALT LAKE COUNTY PARCEL 21-24-351-002-0000, THENCE ALONG SAID PARCEL LINE S89°46'52.34"E 32.49 FEET; THENCE S00°30'17.40"W 52.93 FEET; THENCE 7.89 FEET ALONG THE ARC OF A TANGENT 5.00 FOOT RADIUS ARC TO THE LEFT, THE CHORD OF SAID CURVE BEARING S44°42'56.88"E 7.10 FEET; THENCE S89°56'59.36"E 18.07 FEET; THENCE S00°00'25.22"E 11.75 FEET; THENCE N89°24'29.37"W 55.78 FEET; THENCE N00°33'56.41"E 69.29 FEET TO THE POINT OF BEGINNING, CONTAINING 2,533 SQUARE FEET (0.058 ACRES) MORE OR LESS.
S89° 56' 59.36"E
18.07
S44° 42' 56.88"E
7.10
L=7.892, R=5.000
Δ=090.441ª
S00° 00' 25.22"E
11.75
55.78
N89° 24' 29.37"W
SW COR OF SECTION 24
T2S, R1W, SLB&M
(FOUND SLC MON)
23
24
26
25
6825 S
FILE NAME: PROJECTS\141 - MIDVALE CITY\46.100 - 700 WEST PIPELINE AND JVWCD METER VAULT\CAD\WORKING\700 W - EASEMENT FIGURE.DWG
FILE DATE: 3.8.2023 12:31:42 (THN)
10/07
HANSEN ALLEN & LUCE
ENGINEERS
QUITCLAIM DEED
PARCEL: 21-24-351-002-0000
DPRI LLC
FIGURE
1

Attachment C: Easement for 6813 S 700 West Midvale, Utah

When recorded, mail to:

DPRI, LLC
Care of: Darren Poulsen
1042 E. Fort Union Blvd. #412
Midvale, UT 84047

and to:

Midvale City
ATTN: City Recorder
7505 South Holden Street
Midvale, UT 84047

Tax Serial No. 21-24-351-001-0000

GRANT OF EASEMENT

DPRI, LLC, 1042 E. FORT UNION BLVD #412, Midvale, Salt Lake County, Utah, a limited liability corporation ("Grantor"), hereby grants and conveys to MIDVALE CITY, a political subdivision of the State of Utah, ("Grantee"), and Midvale City's successors and assigns, in consideration of the construction of a new sidewalk, curb, and gutter along the western edge of DPRI, LLC's property and other good and valuable consideration described herein, a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration and replacement of a culinary water line under and beneath a portion of Grantor's property located at 6813 South 700 West, Midvale, Salt Lake County, State of Utah, more fully described as follows:

A public utility easement for the construction and maintenance of public utilities commencing at the southwest corner of Section 24, Township 2 South Range 1 West of the Salt Lake Base and Meridian, thence N00°15'05.41"E 1248.61 feet, thence East 39.95 feet to the point of beginning, thence N00°30'17.40"E 37.75 feet to a point in the north line of Salt Lake County parcel 21-24-351-001-0000, thence along said parcel line S89°45'45.60"E 0.78 feet; thence continuing along said parcel line S89°46'17.27"E 32.17 feet; thence S00°13'42.73"W 37.62 feet; thence West 33.13 feet to the point of beginning, containing 1245.14 square feet (0.029 acres) more or less.

The attached sketch is incorporated by reference as a part of this easement.

The easement hereby granted consists of a perpetual right of ingress and egress together with a perpetual easement to construct, operate, repair, replace and maintain a culinary water line and appurtenant structures under and beneath a strip of land as herein described.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement granted and all rights and privileges incident thereto with Grantee's use, occupation or enjoyment of these easements.

Grantee agrees to hold and save the Grantor harmless from any and all damages arising from Grantee's use of the easement herein granted and agrees to repair any damage which may arise to the premises through Grantee's use, occupation, and possession of the rights herein granted.

The provisions hereof shall be binding upon the heirs, executors, mortgagees, lessees, tenants, successors and assignees of the parties hereto.

DATED this _____ day of _____, 2023.

GRANTOR: DPRI, LLC

By: _____
Principal: Darren Poulsen

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2023, before me, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say the he/she is the _____ of DPRI, LLC and that said document was signed by him/her in behalf of said Limited Liability Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said _____ acknowledged to me that said Limited Liability Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

MIDVALE CITY, a Utah municipal corporation

By: _____
Marcus Stevenson, Mayor

Attest:

By: _____
Rori Andreason, City Recorder

STATE OF _____)
: ss
COUNTY OF _____)

This instrument was ACKNOWLEDGED before me on the _____ day of _____, 2023 by _____, the _____ of MIDVALE CITY, a Utah municipal corporation, on behalf of said municipal corporation.

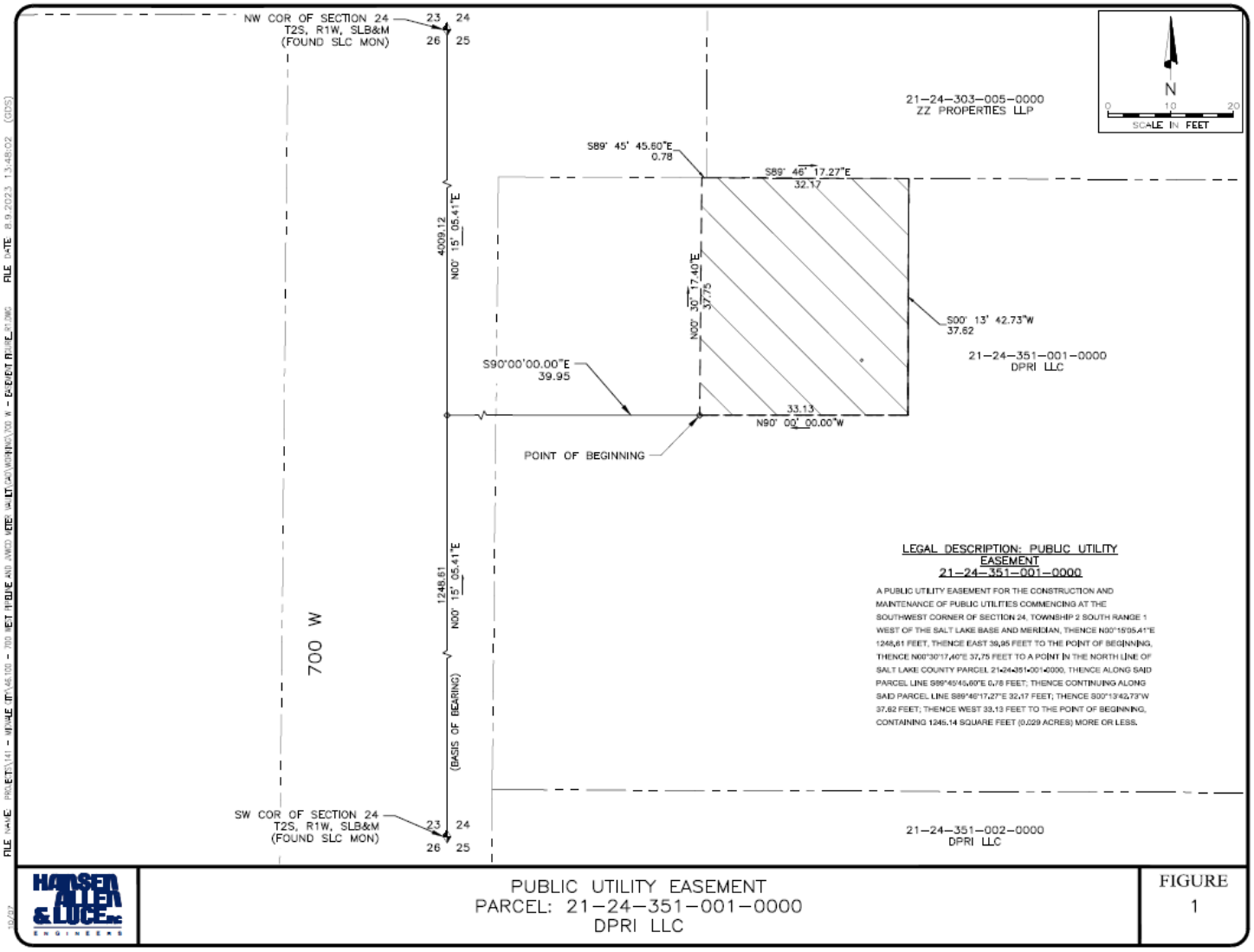
_____
NOTARY PUBLIC

Residing at: _____

My commission expires _____.

[*end of signatures and acknowledgments*]

BASIS OF BEARING: for these easements is the west line of Section 24, Township 2 South Range 1 West of the Salt Lake Base and Meridian. This line is established by brass cap monuments as documented by the Salt Lake County surveyor and found by HAL Engineering, the southwest corner of section 24 documented on Salt Lake County Surveyor, point name 2S1W2301, the northwest corner of section 24 documented by Salt Lake County Surveyor, point name 2S1W1401. Points are collected on state plane coordinates (grid coordinates).



MIDVALE CITY COUNCIL
SUMMARY REPORT

September 20, 2023

SUBJECT:

Consider Resolution No. 2023-R-39 Authorizing the Mayor to enter into an Interlocal Cooperation Agreement with Salt Lake County relating to the Community Development Block Grant Program, Home Investment Partnership Program, and Emergency Solutions Grant Program.

SUBMITTED BY:

Nate Rockwood, Assistant City Manager

SUMMARY:

On June 20, 2023, the City Council approved a resolution authorizing the Mayor to sign an interlocal agreement with the County for the Community Development Block Grant Program, Home Investment Partnership Program, and Emergency Solutions Grant Program. Due to population growth and a change in CDBG entitlement status, Herriman City has requested to be removed from the interlocal agreement. The County has requested all entities readopt a resolution approving the interlocal agreement with the removal of Herriman City and with additional language detailing that withdrawal by an entity from the agreement will terminate the agreement and require all entities to readopt a new interlocal agreement.

Therefore, the attached resolution authorizes the Mayor to sign an interlocal cooperation agreement with Salt Lake County to allow the County to conduct the administration of the Community Development Block Grant Program (CDBG), Home Investment Partnership Program, and Emergency Solutions Grant program for Midvale and other cities and towns in Salt Lake County. The interlocal agreement covers federal fiscal year 2024 – 2026 and each successive three-year period thereafter to a maximum term of 50 years. The City may terminate the agreement by providing notice to the County at the beginning of any three-year period.

Salt Lake County receives federal grant funds through the Housing and Community Development Act of 1974, Cranston-Gonzales National Affordable Housing Act, and McKinney-Vento Homeless Assistance Act. The funds are administered by the U.S. Department of Housing and Urban Development (HUD). The County administers the distribution and reporting of these grant funds throughout the county.

Midvale typically receives CDBG funds annually. Past projects have included funding for ADA sidewalk improvements, Jordan River Parkway Trail repairs, Art House improvements and the current funding for the Midvale City Home Repair Loan Program.

RECOMMENDED MOTION:

I recommend Council approve Resolution No. 2023-R-39 authorizing the Mayor to enter into an Interlocal Cooperation Agreement with Salt Lake County relating to the Community Development Block Grant Program, Home Investment Partnership Program, and Emergency Solutions Grant Program.

CITIZEN AGENDA SUMMARY:

Salt Lake County administers several federal grant programs for cities and towns in the County. The interlocal agreement being considered by the City Council provides the terms by which the County will administer the grant programs. The resolution allows the Mayor to sign the agreement with the County.

ATTACHMENTS:

- Resolution No. 2023-R-39 and attached Interlocal Cooperation Agreement

MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-39

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MIDVALE CITY AND SALT LAKE COUNTY RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

WHEREAS, the County participates as an "urban county," as defined by federal regulation, in the Community Development Block Grant ("CDBG"), Emergency Solutions Grant ("ESG"), and the HOME Investment Partnership through a consortium that includes the urban county ("HOME") programs administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, an Interlocal Cooperation Agreement ("Agreement") has been prepared for approval and execution by and between the County and participating municipalities, a copy of which is attached hereto as Exhibit 1, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13-101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

NOW THEREFORE BE IT RESOLVED, by the City Council of Midvale City, Utah that the attached Interlocal Cooperation Agreement between Salt Lake County and the Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Holladay City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., City of Millcreek, Murray City, Riverton City, City of South Salt Lake, and White City Metro Township relating to the conduct of the CDBG, ESG, and HOME Programs is hereby approved by the Council and the Mayor is hereby authorized to execute the same on behalf of Midvale City.

APPROVED AND ADOPTED this 19th day of September 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

Voting by the Council:	"Aye"	"Nay"
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

_____
Rori L. Andreason, MMC
City Recorder

EXHIBIT 1
INTERLOCAL COOPERATION AGREEMEN

County Contract No. _____
DA Log No. 23CIV000142

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP

Relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM

For

FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into effective _____ day of _____ 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development ("County") and the following governmental entities: Town of **Alta**, Town of **Brighton**, **Bluffdale** City, **Copperton** Metro Township, **Cottonwood Heights**, **Draper** City, **Emigration Canyon** Metro Township, , **Holladay** City, **Kearns** Metro Township, **Magna** Metro Township, **Midvale** City Corp., **Millcreek**, **Murray** City, **Riverton** City, City of **South Salt Lake**, and **White City** Metro Township, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the "Cities." County and Cities may be referred to jointly as the "Parties" and individually as a "Party."

R E C I T A L S

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq*.); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq*.); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program; (collectively referred to as the "Acts"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts' programs which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants ("CDBG"), HOME Investment Partnerships, and Emergency Solutions Grants ("ESG") Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the "Regulations), which Regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD's amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 2020, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the Parties to this Agreement (the "2020 Agreement") for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities. The

County now wishes to terminate the 2020 Agreement and replace it with this Agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the federal fiscal years 2024-2026 urban county qualification process, the County and Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Final Statement of Community Development Objectives and Projected Use of Funds" (the "Final Statement") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.

2. This Agreement covers the CDBG Entitlement program, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDGB, ESG, and HOME program qualification and grant calculation purposes.

3. The period of performance of this Agreement shall cover three CDBG, ESG, and HOME Program years beginning July 1, 2024, and ending June 30, 2027 (e.g., Federal FYs 2024 – 2026) and this Agreement shall be automatically renewed at the end of the current qualification period for successive three-year periods thereafter, unless written notice is provided by the County or a participating unit of general local government of its election not to participate in a new qualification period.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 14 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's "Instructions for Urban County Qualification for Participation in Community Development Block Grant ("CDBG") Programs" for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; (2) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, however no party shall be precluded from applying to the State for HOME funds, if the state allows; and (3) may receive a formula allocation under the ESG Program only through the urban county, however this does not preclude any party from applying to the to the State for ESG funds if the State law allows. Accordingly, the Cities agree that as to all projects and activities performed or conducted in the

Cities under any CDBG, ESEG, or HOME program grant agreement received by the County which includes the Cities, that the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal and publicly assisted housing, as they may be planned and specified in the County's Final Statements submitted annually to HUD for the expenditure of CDBG, ESG, and HOME funds granted to the County for such activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree to adopt any amendment

to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification notice period, and to submit such amendment to HUD as provided in the urban county qualification notice, and further agree that such failure to comply will void the automatic renewal of such qualification period. In addition, the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. The County and Cities shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the 14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and with other applicable laws. In addition, the Parties understand and agree that the County may not provide any CDBG, ESG, or HOME Program funding for activities in or in support of any City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification. The Parties further agree to sign the assurances and certifications in the HUD 424-B.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. The separate CDBG project agreements or sub-grants that will be entered into between the County and the Cities for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the Cities in whole or in part using CDBG Program funds. These standards will require the Cities to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

14. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance; provided, however, if the County fails to qualify as an urban county or does not receive CDBG, ESG, or HOME Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole or any City may withdraw from this Agreement, subject to the termination provisions set forth in Paragraph 3.

15. If the County qualifies as an urban county and the City is included, during the three program-years for which the County has qualified, the Parties agree not to veto or otherwise obstruct the implementation of the approved Comprehensive Housing Affordability Strategy (CHAS) during that three year period and for such additional time as may be required for the expenditure of CHAS funds granted for that period.

16. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Found in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

17. The following provisions are also integral parts of this Agreement:

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

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

(c) *Counterparts*. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

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

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

(f) *Cumulative Remedies*. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

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

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

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

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

(k) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board

consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget*. If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

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

(p) *Attorney Approval*. This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity*. All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment*. The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards*. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements*. This Agreement supersedes a similar agreement, Salt Lake County Contract No. 0000002580 (the "Prior Agreement"), which pertained to similar subject matter as the Agreement. The Prior Agreement will remain in effect for CDBG, ESG, and HOME funds received for Federal fiscal years 2021-

2023. The Prior Agreement will terminate after such funds and program income received (with respect to activities carried out during the three-year period ending June 30, 2024) are expended and the funded activities are completed.

[Signature pages to follow]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

SALT LAKE COUNTY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
John E. Diaz
Deputy District Attorney
Salt Lake County

SIGNATURE PAGE FOR TOWN OF ALTA
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

TOWN OF ALTA

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR TOWN OF BRIGHTON
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

TOWN OF BRIGHTON

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR BLUFFDALE CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

BLUFFDALE CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

COPPERTON METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

COTTONWOOD HEIGHTS CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR DRAPER CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

DRAPER CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR EMIGRATION CANYON METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
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For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

EMIGRATION CANYON METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR HOLLADAY CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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HOME INVESTMENT PARTNERSHIP PROGRAM, &
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FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

HOLLADAY CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

KEARNS METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MAGNA METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

MAGNA METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MIDVALE CITY CORP.
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

MIDVALE CITY CORP.

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MILLCREEK
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

MILLCREEK

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MURRAY CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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HOME INVESTMENT PARTNERSHIP PROGRAM, &
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MURRAY CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR RIVERTON CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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And successive three-year periods thereafter

RIVERTON CITY

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR CITY OF SOUTH SALT LAKE
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

CITY OF SOUTH SALT LAKE

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

WHITE CITY METRO TOWNSHIP

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 19, 2023

SUBJECT: Consideration of Resolution No. 2023-R-40 Approving an Argument in Support of the Recreation Bond for Inclusion in the 2023 Voter Information Pamphlet

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

On July 18, 2023, the Midvale City Council adopted Resolution No. 2023-R-22 approving a special bond election on November 21, 2023 that, if successful, would generate $11.2 million to finance a portion of the costs to construct a new recreation center, including a community pool, and active transportation trails.

State law outlines an in-depth process of public notice and hearings that must be followed prior to the the election. The following is a summary of those requirements.

- September 7 – Deadline for Bond Election Resolution to be delivered to Lt. Governor and Election Officer
- September 18 – Deadline for notice of intent to file arguments against the bond
- September 19 – Deadline for Midvale City to notice public hearing on bond election
- September 22 – Deadline for arguments for and against the bond to be submitted to the Election Officer
- October 3 – Midvale City to hold public hearing on bond election
- October 9 – Deadline for submission of rebuttal arguments
- October 23 – Deadline for arguments to be posted on state website
- October 31 – Deadline for Midvale City to post election notice
- November 6 – Deadline for voter information pamphlet to be mailed to registered voters
- November 14 – Hold Public Meeting regarding ballot proposition
- November 21 – Election
- December 6 – Election canvass

City staff has already submitted the Bond Election Resolution to the Lt. Governor and Salt Lake County. Staff is currently working on the format of the voter information pamphlet and has prepared a draft copy of the argument in support of the recreation bond (attached). The argument of support was provided to the City Council on September 5th for discussion and must be approved by the City Council and submitted to the State by September 22nd. The argument in support of the recreation bond will be included in the voter information pamphlet that will be mailed to voters by November 6th. The City Council is being asked to consider resolution 2023-R-40 and approve the proposed draft argument of support.

Alternate Motion – Approve Argument in Support for Recreation Bond: I move that we approve Resolution No. 2023-R-40 approving an Argument in Support of the Recreation Bond for inclusion in the 2023 voter information pamphlet.

Alternate Motion - Table: I move that we table consideration of Resolution No. 2023-R-40 until October 3, 2023.
Alternate Motion - Deny: I move that we deny approval of Resolution No. 2023-R-40.

CITIZEN AGENDA SUMMARY:

The City Council will consider approving a draft argument of support for the recreation bond that will be voted on November 21, 2023.

Attachments: Resolution 2023-R-40 and Draft Argument of Support For Recreation Bond

MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-40

A RESOLUTION APPROVING AN ARGUMENT IN SUPPORT OF THE RECREATION BOND FOR INCLUSION IN THE 2023 VOTER INFORMATION PAMPHLET

WHEREAS, on July 18, 2023, the Midvale City Council adopted resolution No. 2023-R-22 providing for a special bond election to be held on November 21, 2023, for the purpose of submitting to the qualified electors of Midvale City, Utah (the "City"), a proposition regarding the issuance of not to exceed $11,200,000 general obligation bonds to finance a portion of the costs to construct a new recreation center, including a community pool and other recreation amenities, including trails; providing for the posting of a notice of public hearing approving the form of and directing the posting of a notice of election and the ballot proposition; and related matters; and

WHEREAS, Section 11-14-202 of Utah State Code requires Midvale City, as the governing body that called the special bond election, to send a voter information pamphlet with information regarding the proposed bond to all qualified electors prior to the election; and

WHEREAS, Midvale City, as the governing body that called the special bond election, is required to approve an argument in support of the recreation bond for inclusion in the voter information pamphlet; and

WHEREAS, the Midvale City Council and Mayor Marcus Stevenson have reviewed the attached argument in support of the recreation bond and determined that it would be appropriate for inclusion in the voter information pamphlet for the special bond election.

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

1. The Midvale City Council hereby approves the argument in support of voting for the proposed recreation bond (Argument) as included in Exhibit "A".

2. The Midvale City Council directs the City Manager to use and distribute the Argument as necessary to comply with local, state, and federal laws and rules for the proper administration of the special bond election provided for in Resolution No. 2023-R-22.

3. The Midvale City Council directs the City Manager to make any minor changes necessary to address typos or ensure compliance with local, state, and federal laws and rules.

3. This resolution shall take effect immediately.

APPROVED AND ADOPTED this 19th day of September 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

_____

Rori L. Andreason,
City Recorder

(Signatures appear on separate page.)

Voting by the City Council	"Aye"	"Nay"
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

Exhibit A

Argument in Support of Recreation Bond

The Midvale City Council and I want to convey the importance of an $11.2 million recreation bond set for election on November 21, 2023. This is more than just a financial measure – it's about investing in a better future for our community. This bond holds the key to constructing a modern recreation center and additional amenities like walking and biking paths, shaping the future of recreation, athletics, and wellness for Midvale.

When you vote "yes" for the recreation bond, you're making a statement that you're committed to safe, accessible, and convenient recreational facilities for our young families and aging neighbors. But it's not just about local investment; your "yes" vote opens up access to millions of federal dollars, as well as other potential funding sources.

This election is rooted in the voices of Midvale residents, who have consistently expressed their need for better recreational opportunities. Through surveys, public meetings, and conversation, a clear desire for a community pool has emerged. Many of us travel to neighboring cities for desired programs, incurring extra costs and sacrificing valuable time, something not all our residents have the ability to do. It's time we bridge this gap, and that's what the recreation bond will help achieve.

The Copperview Recreation Center (Copperview) has served our community for decades. However, the passage of time has taken its toll on the facility, and a plan needs to be in place for its replacement. Moreover, Copperview falls short in meeting the diverse needs of our community. Imagine a new recreation center, equipped with a community pool, expanded sports programs, and versatile spaces – a place where everyone, regardless of age or ability, can thrive.

The estimated cost for a new recreation center is $45 million, a burden our residents cannot shoulder alone. By partnering with both public and private entities, we can access financial assistance that aligns with our community's needs. For example, grant programs like the Salt Lake County Zoo, Arts, and Parks Program have recently funded similar projects. The competition for grant funding is fierce, but our chances will be bolstered by a successful bond election, which can pave the way for compelling grant proposals.

Earlier this year, we secured a U.S. Department of Transportation RAISE grant for dedicated biking and walking paths. By directing $1.2 million from the bond towards this initiative, we unlock an impressive $6 million in federal grants. These paths aren't just about convenience; they'll connect our community.

The recreation bond's approval won't guarantee Midvale will receive all of the matching funds we may need, but its failure will undoubtedly delay our progress towards meeting our community's recreation needs. Your "yes" vote signifies your commitment to providing our community with the recreational resources it deserves.

We urge you to invest in our shared future. Let's support the well-being of our families, friends, and neighbors by voting "yes" for the Midvale Recreation Bond. It's a decision that will have a lasting legacy, shaping the Midvale we know and love.

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: September 19, 2023

SUBJECT: Community Council Revitalization Discussion

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

Following the outbreak of the COVID-19 pandemic in 2020, Midvale's Community Council declined in membership and met less frequently. During 2022, City Staff worked with residents to explore options for reforming and revitalizing the Community Council. Broadly, the options included becoming a formal committee of the City, reorganizing as a non-profit, or simply being an informal group. No conclusion was reached by the end of 2022, though staff was asked to provide more information on the process of making the Community Council a formal city committee, similar to the Harvest Days Committee.

Given the importance of having an active Community Council and the benefits it can provide for the community and the City, staff would like to discuss the issue with the City Council and receive guidance on how to proceed with reengaging with the public on this issue.

CITIZEN AGENDA SUMMARY:

The City Council will discuss options for reestablishing the Midvale Community Council.

MIDVALE CITY COUNCIL
SUMMARY REPORT

September 19th, 2023

SUBJECT: Discussion Regarding a Curfew to be set by Ordinance for all City Parks.

SUBMITTED BY:
Glen Kennedy, Public Works Director

CITIZEN AGENDA SUMMARY:
City staff are proposing a curfew for City parks in an effort to mitigate vandalism, graffiti, overnight camping, and other criminal activities.

BACKGROUND AND OVERVIEW:
There has been a significant increase in vandalism, graffiti, and camping, along with other crimes in Midvale City parks over the last year. The negative impacts of these activities include increased costs and time spent repairing, replacing, and cleaning, and in some cases having to take park assets and facilities out of service for periods of time. As a result, the parks and amenities are less inviting to patrons pertaining to safety.

To assist in reducing these negative activities, and to help the Unified Police Department with enforcement and policing activities in the parks, staff are proposing a seasonal curfew to be established by ordinance.

The proposed curfew is as follows:

PARKS; SEASONAL CURFEWS:

Except for an individual in attendance or participating in a City-permitted event, it is unlawful for any person:

1. From April 1st through September 30th each year, to be at any City Park between the hours of 10:00 P.M. and 6:00 A.M. the following morning.

2. From October 1st through March 31st each year, to be at any City Park between official sunset and sunrise the following day per the official sunrise/sunset table placed on the City's website.

Any person who is in violation of the provisions of this Section is guilty of a class C misdemeanor.

FISCAL IMPACT:
N/A

ATTACHMENTS:
N/A