



7505 S Holden Street
Midvale, UT 84047
801-567-7200
Midvale.Utah.gov

**MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
FEBRUARY 20, 2024**

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **20th day of February 2024** 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.Midvale.Utah.gov by 5:00pm on February 19th and will be included in the record.**

The meeting will be broadcast on the following: **You Tube: Midvale.Utah.gov/YouTube**

6:00 PM – WORKSHOP

- Trans Jordan Landfill Update [*Glen Kennedy, Public Works Director*]

6:30 PM - REGULAR MEETING

I. GENERAL BUSINESS

- WELCOME AND PLEDGE OF ALLEGIANCE
- ROLL CALL
- 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

- Mayor Marcus Stevenson

IV. COUNCIL REPORTS

- Councilmember Paul Glover
- Councilmember Bonnie Billings
- Councilmember Dustin Gettel
- Councilmember Bryant Brown
- Councilmember Heidi Robinson

V. CITY MANAGER REPORT

VI. CONSENT

- Consider Minutes of February 6, 2024 [*Rori Andreason, H.R. Director/City Recorder*]

VII. ACTION ITEMS

- A. Consider Approval of **Resolutions No.s 2024-R-07, 2024-R-08, 2024-R-09, and 2024-R-10** Appointing Members to the Midvale City Planning Commission Members [**Wendelin Knobloch, Planning Director**]
- B. Consider **Resolution No. 2024-R-11** Adopting the Midvale Bingham Junction Station Area Plan [**Adam Olsen, Community Development Director**]
- C. Consider **Resolution No. 2024-R-12** Authorizing Midvale City Staff to Submit a Ballot on Behalf of Midvale City for the Endo International PLC Proposed Chapter 11 Plan Reorganization [**Garrett Wilcox, City Attorney**]

VIII. DISCUSSION ITEMS

- A. Discuss Proposed Amendments to the FY2024 Budget [**Christian Larson, Assistant Finance Director**]
- B. Discussion on the Replacement of the Sewer Division's CCTV (Closed Circuit Television) Truck and Equipment [**Glen Kennedy, Public Works Director**]
- C. Business Sponsorships for City Events Discussion [**Erinn Summers, Project and Policy Manager**]
- D. Discussion Regarding Amendments to Chapter 9.32.090 of the Midvale Municipal Code regarding Alcoholic Beverages in Public Parks and Public Places [**Kate Andrus, RDA Program Manager**]

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 Midvale.Utah.gov 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: FEBRUARY 15, 2024

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



CITY COUNCIL MEETING
Minutes

Tuesday February 6, 2024
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Dustin Gettel
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Elizabeth Arnold, Senior Planner; Johnathan Anderson, Planner II; Kate Andrus, RDA Program Manager; Cody Hill, Economic Development Director; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Juan Rosario, Systems Administrator.

6:00 PM – WORKSHOP

- Justice Court Report [**Judge Vo-Duc**]

Judge Vo-Duc was present to discuss the court and proposed court reform.

Matt Dahl said the court is running very well and provides great service for the City.

Judge Vo-Duc said the state of the judiciary in Midvale is very good. He said he received a report on his court which included a very good report on him. He expressed appreciation for Cindy Lopez; she is the one that makes things work. Their customer service is outstanding, and they get positive feedback regularly. He said Cindy is an amazing court administrator. He said COVID was difficult on the Court. Since the end of COVID, the court has kept the remote option for court. Every Wednesday of each week anyone can attend remotely via Webex. He said he is not fond of the remote court, but he realizes that times change and felt it was necessary to keep this option. He also said the demographics of Midvale have changed. The Spanish population has grown and there has been an influx in refugees. He said they are keeping the court fully staffed even though they have struggled in keeping employees. He said the court is back to pre-covid filings so they will be able to keep their Class One status.

Judge Vo-Duc briefly discussed his opinion in regard to the Justice Court Reform being proposed in the current legislative session. He said it's possible that Midvale may be

reabsorbed into a Circuit Court which handles criminal matters in a wider geographical area.

- Legislative Update – Matt Dahl updated the Council on legislative bills and their potential impact on the City.

7:00 PM – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 7:06 p.m.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

C. UNIFIED FIRE AUTHORITY DEPARTMENT REPORT

Chief Brad Larson said he was happy Capt. Green, and his crew were in attendance. He said starting with the last quarter for 2023 quarterly report, it includes yearly totals of incidents over the last four years. There are 878 total incidents and 44% were emergent. In looking at the four-year monthly comparison, 2023 was slightly down in total call volume from 2022, but up over years 2020 and 2021. Top fire and EMS dispatches show incoming units responding into Midvale and Cottonwood Heights. They responded into Midvale 44 times. The Cottonwood Heights Station 110 ambulance responded into Midvale a total of 38 times during the 4th quarter. The emergent total time, or time it takes for an engine to arrive on scene, was 4:24 50 out of 100 times which is an improvement over previous years. The improved response times was one of the chief's initiatives and the new fire station 125 was designed to help improve response time.

Chief Larson said all UFA divisions have submitted new budget requests to the chief. They also conducted a 10% stress test where each division submitted a separate budget request to the chief with a 10% reduction in their overall budget. Meetings with the UFA finance division and the chief are scheduled over the next few months to finalize proposals. They are also gathering salary comparisons from nearby fire departments to determine any changes to propose to the board to remain competitive with wages and benefits.

Chief Larson said the UFA legislative committee is monitoring several bills that may affect fire service to our community, we will update on those as necessary. Recruit camp began this month with 34 new recruits. They've completed orientation, team building, physical fitness, and training with personal protection equipment. A graduation ceremony will be held at JATC in Riverton at a later date.

Chief Larson said the 2024 – 2026 Strategic Plan was presented to the UFA Board in January; significant work was placed on closing the 2021 - 2023 plan. Over 90 meetings

were held with over 21 data points gathered, this information was used to draft the current plan and budgets. Fire School 101 is scheduled for April 12th, 2024, there are a few spots open if there is interest from the council to attend. Mayor Stevenson requested two spots and encouraged anyone interested in attending to do so. He said the February safety message is ready for the City to push out; it reminds residents to keep space heaters three feet from flammable materials, turn heaters off at night, and other helpful tips.

D. PROCLAMATION DECLARING FEBRUARY 2024 AS BLACK HISTORY MONTH

Mayor Stevenson read the proclamation declaring February 2024 as Black History month.

E. ARTS COUNCIL REPORT

Wade Walker, Chairman and President of the Midvale Arts Council, reported on the Arts Council's activities over the past year. He expressed appreciation for continued funding and support of the arts and acknowledged Council Member Brown's involvement on the board of directors and Nate Rockwood's attendance at board meetings.

He reported that in 2023 they continued Free Concert Fridays with eight concerts involving 75 artists and attracting over 2500 attendees. They put on three theater productions, a spring youth review, a summer musical, Something Rotten, and a fall youth production of The Addams Family Jr. The productions involved 100 performers and attracted just under 2000 attendees. The annual Hall of Honors production was held in conjunction with Harvest Days, and honored Clark Phelps, the "Unofficial Midvale Historian". They also sponsored a visual and literary art contest in conjunction with Harvest Days, with over 30 local artists and attracting 250 attendees. The literary event is in its 3rd year and has experienced continued growth in participation, interest, and support. At the end of 2022 exterior lights were added to Midvale Performing Arts Center. They are planning to add a marquee to the performing arts center in 2024.

Mr. Walker expressed some frustration that the Arts Council events were not listed at some of the events of the city and plans to improve communication with the city about upcoming events. He expressed appreciation for Public Works and IT for the work they have done for the Arts Council, and he introduced a brand-new event, Free Movie February. Each Saturday they will show a matinee movie at the performing arts center.

Mr. Walker introduced some of the partnerships that use the performing arts center including, Titus Productions, Cultural Arts Society of West Jordan, Quick Wits Comedy and Improve Group, and the Wasatch Improv Festival. The Arts Council would like the city to look into participating in the Improv festival. He also mentioned that the Arts Council is looking for recommendations to fill a fifth board member position.

Council Member Dustin Gettel asked when the Improve Festival is held? Mr. Walker said it's in January of each year. Council Member Gettel expressed a desire for the council members to be involved in an improv onstage.

II. PUBLIC COMMENTS

Olivia Marron, a constituent of District 1, said she had drafted a resolution on a cease fire petition concerning Gaza. She's part of a group organizing in SLC to get a resolution passed. There are over 56 comments in support being stated at the SLC Council Meeting tonight, and over 22 members of the community signed the petition for the Cease Fire resolution. She stated that she cares about local issues and denouncing Israel's genocide. Over 1000 Salt Lake constituents signed the petition. Over 35,000 Palestinians have been killed with over half of them being children.

Kent Singleton, patron of senior center, expressed that the parking lot gets overcrowded. He contacted overstock.com where they have 1000 stalls in their structure. If there was a bus that would circle over to the overstock parking structure and back to the senior center, it would relieve the parking issue. He felt that would be beneficial to the patrons of the senior center.

Mayor Stevenson added that since neither public comment was on the agenda there would be no action taken on them that night.

III. MAYOR REPORT

Mayor Stevenson said with the GO Bond for the recreation center, Salt Lake County is starting their master planning process. If Midvale wants to be considered for funding, we need to be in that master plan. There will be a public open house at the West Jordan Library on Thursday, February 22nd, 6-8 pm. The process involves walking into the library, listening to the presentation, and writing comments and what we would like to see in the master plan. Mayor Stevenson is hoping to see a flood of Midvale residents supporting a community pool and recreation center in Midvale.

Mayor Stevenson he and his wife participated in the Point in Time Count. Every January they take three early mornings between 4-6am and go into the community and count how many unhoused individuals are in the streets and interview them. The mayor and his wife had Center Street to the Murray border and in between State Street to the freeway area. He found it interesting and fascinating to learn about these folks. He urges anyone interested to participate.

IV. COUNCIL REPORTS

A. Council Member Paul Glover – had nothing to report.

B. Council Member Bonnie Billings – Thanked UPD for being so warm and welcoming to her. She was able to participate in a call and was very impressed by their thoroughness in the investigation.

C. Council Member Dustin Gettel - Thanked Mayor Stevenson and his wife for the work they have been doing for the homeless. Last week he was reelected chair of the animal services committee. He said they also provided open meetings act training. They are redoing their online dog licensing app and are hoping to utilize the City's social media to get the word out. Matt Dahl, City Manager, was agreeable to this request. There

are dogs for everyone at the shelter. If considering a pet, please go to the shelter. In February, they have a name your price sale going on.

D. Council Member Bryant Brown – Agreed with what Council Member Gettel said. His last dog was from the shelter and was very sweet. They always need people to adopt as the shelter fills up quickly. He said he appreciates Wade Walker and the great work the Arts Council does. They are always trying to find ways to include the community and provide low cost to no cost activities. The activities are always professional and entertaining. He appreciated working with them and everything they do for Midvale. He has been on the council for six years and when he first started, he never felt anything would get done. It looks like Cactus and Tropicals is moving along, and he's excited to see it happening. He expressed appreciation for these projects moving forward quickly. He also thinks the marquee at the gateway is very important.

E. Council Member Heidi Robinson – Thanked Public Works for staying on top of serious potholes that have been popping up lately.

V. CITY MANAGER REPORT

Matt Dahl said this past week staff has been looking at the large number of events and construction projects the city is involved with on Main Street and other parts of the city. He is looking at a more robust way to keep residents informed of what's going on and where. He asked the council members to watch for an email to come out informing them of what's coming up.

VI. PUBLIC HEARINGS

A. FINAL PLAT FOR THE COTTAGES AT 7240, CONSISTING OF TWO LOTS, LOCATED AT 7240 S 525 E IN THE SINGLE-FAMILY RESIDENTIAL ZONE (SF-1 DO)

Elizabeth Arnold said Mark Snow requests a Final Subdivision approval for a plat that consists of two lots in a Flag Lot arrangement located at 7240 S 525 E, immediately east of the Jordan Salt Lake City Canal.

The Planning Commission unanimously recommended approval of the plat application and finalized the associated conditional use permit at its 1/24/2024 regular session. Several neighbors attended the Planning Commission meeting and expressed favorable opinions regarding the project.

Planning Staff, Engineering Staff, the Fire Marshall, and - due to its proximity to the Jordan Salt Lake City Canal - Salt Lake City Public Utilities reviewed the application and found that it complies with the applicable federal, state, and local requirements. Public notice has been sent to property owners within 500 feet of the subject parcel; additionally, a sign was placed on the property. At the time of this writing public comment only occurred during Planning Commission meeting as described above.

STAFF RECOMMENDATION

Staff recommended the City Council approve the Subdivision Plat with the following findings:

1. The application conforms with Midvale Municipal Code 16.04.040 (Subdivisions), MMC 17-7-1 (SF-1 Zone) and other applicable federal, state, and local requirements.
2. The Midvale City Planning Commission approved the Conditional Use Permit on which the plat application depends during its 1/24/2024 regular session.

MOTION: Council Member Paul Glover **MOVED** to open the public comment portion of 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.

There were no public comments.

MOTION: Council Member Dustin Gettel **MOVED** to close the public hearing. 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.

ACTION: APPROVAL OF FINAL PLAT FOR THE COTTAGES AT 7240, CONSISTING OF TWO LOTS, LOCATED AT 7240 S 525 E IN THE SINGLE-FAMILY RESIDENTIAL ZONE (SF-1 DO)

MOTION: Council Member Heidi Robinson **MOVED** to approve the Final Plat for the Cottages at 7240, consisting of two lots, located at 7240 S 525 E in the Single-Family Residential Zone (SF-1 DO) with findings noted in the staff report. 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 Bonnie Billings	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.

B. CONSIDER A FINAL SUBDIVISION PLAT REQUEST FOR A PROPERTY LOCATED AT 641 W THIRD AVE IN THE SINGLE-FAMILY RESIDENTIAL (SF2) ZONE TO BE SPLIT INTO TWO LOTS

Elizabeth Arnold said 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 outlines in Midvale City Municipal Code for minor subdivisions (16.04.050) and the lot development standards of the SF-2 zone (17-7-2.3).

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

STAFF RECOMMENDATION

Based on compliance with the requirements of Chapter 16.04.050 and 17-7-2.3 of the Midvale City Municipal Code demonstrated in the application or addressed by the inclusion of conditions of approval, Staff recommended the City Council approve the project with the following findings:

Findings:

1. The application is for a final subdivision to allow for a two-lot split located at 641 W Third Ave.
2. The project complies with the minor subdivision procedure outlined in Midvale City Code 16.04.050 and the lot development standards of the SF-2 zone in 17-7-2.3.
3. The applicable review departments have reviewed the project and forwarded the item on for the City Council to render a decision.

PLANNING COMMISSION RECOMMENDATION – The Planning Commission recommended approval.

MOTION: Council Member Paul Glover **MOVED** to open the public comment portion of the public hearing. 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.

There were no public comments.

MOTION: Council Member Dustin Gettel **MOVED** to close the public hearing. 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.

ACTION: **APPROVE A FINAL SUBDIVISION PLAT FOR A PROPERTY LOCATED AT 641 W THIRD AVE IN THE SINGLE-FAMILY RESIDENTIAL (SF-2) ZONE TO BE SPLIT INTO TWO LOTS.**

MOTION: Council Member Dustin Gettel **MOVED** to approve with findings included in the staff agenda. 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 Bonnie Billings	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 JANUARY 16, 2024

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Bonnie Billings. 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 Bonnie Billings	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. DISCUSSION ITEM

A. DISCUSS COALITION BYLAWS

Vanessa Guevara discussed Uplift Midvale is a community coalition that has the goal of addressing the causes of youth violence in our community. The coalition has been operating as a community led organization for 18 months, with support from the City and Salt Lake County. City staff members are currently working on preparing the Necessary bylaws to make the coalition a formal City committee. City staff seeks to discuss the framework of the proposed bylaws and will return to the City Council with a final copy for approval in a future meeting.

Staff and community stakeholders have selected to develop the coalition under the Communities that Care (CTC) framework. CTC is a national framework for community organizing that is based on evidence that has proven to be effective in helping support healthy behaviors that are protective factors against unhealthy habits that lead to an increase in violence. Staff and community stakeholders hope to develop prevention programs to assist in providing protective factors for our youth and our community.

The CTC framework provides options for the structure of a community coalition, though it has been formed and operated in a variety of ways in other communities. One option is having less formal ties to the City, as well as operating as a formal city committee. In at least one community the coalition operates like an administrative department. Staff is proposing to knit together the proposed structure of the CTC and the formal committee requirements in Midvale City Code. Uplift Midvale would be comprised of three groups

that will make recommendations to the City Council, as well as work with the Uplift Midvale coordinator and other city staff to administer programs and events, and work with community partners.

1) Key Leadership Group (KLG):

- a. Role: The KLG will operate as the executive committee of Uplift Midvale. Proposals from Uplift Midvale, including budget requests or changes to the strategic plan, will be reviewed by the KLG before being presented to the City Council, or before new programs, projects, or events are undertaken by the staff or community partners on behalf of the City.
- b. Members:
 - i. City Manager
 - ii. Mayor of Midvale City
 - iii. Midvale Police Precinct Chief
 - iv. City Council Member (Appointed and Approved by City Council)
 - v. Community Board Chair (Appointed by Mayor and Approved by City Council)

2) Community Board (CB):

- a. Role: The CB will develop a data driven strategic plan to provide protective factors for Midvale's youth and community to address issues of violence. The CB will follow the CTC framework in preparing the strategic plan and maintain a network of community stakeholders that will support the implementation of the plan.
- b. Members – CB members will represent the following:
 - i. Law Enforcement
 - ii. Education
 - iii. Youth Serving Organizations
 - iv. Civic organizations
 - v. Youth
 - vi. Parents
 - vii. Substance abuse treatment
 - viii. Healthcare professionals
 - ix. Media
 - x. Business
 - xi. Religious organizations
 - xii. Governmental agencies
- c. Basic Details
 - i. Appointed by the Mayor
 - ii. Serve 2-year renewable terms
 - iii. Required meeting attendance

3) Workgroups:

- a. Role: The working groups shall be a subcommittee of the CB. Working groups shall be formed as needed to address specific issues and provide recommendations to the CB for consideration.

- b. Basic Details:
 - i. Members will be appointed by the CB Chair
 - ii. Working group members shall be appointed for one year or until the tasks of the working group are complete.

She discussed the framework of the bylaws with the City Council and will use the feedback provided to finalize the bylaws. Staff will return to the City Council for consideration and approval of the bylaws. In addition to the bylaws, Uplift Midvale is currently working on preparing its strategic plan, which will also be brought to the City Council for consideration and approval later in 2024.

Mayor Stevenson expressed his appreciation for the hard work Vanessa is doing.

MOTION: Council Member Dustin Gettel MOVED to recess to hold the RDA 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 Council recessed at 8:17 p.m. and reconvened at reconvened at 8:45 p.m.

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**

MOTION: Council Member Dustin Gettel MOVED to enter into closed session to discuss the purchase, exchange, or lease or real property. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. The voting was as follows:

Council Member Bonnie Billings	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.

The Council moved into closed session at 8:48 p.m.

MOTION: Council Member Paul Glover **MOVED** to reconvene into open session. The motion was **SECONDED** by Council Member Dustin Gettel. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The Council reconvened at 9:45 pm

X. ADJOURN

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

The meeting adjourned at 9:45 PM

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

Approved this 20th day of February 2024



CITY COUNCIL MEETING
Minutes

Tuesday February 6, 2024
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Dustin Gettel
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Mariah Hill, Administrative Services Director; Chief Randy Thomas, UPD; Chief Jason Mazuran, UPD.

WORKSHOP MEETING – 9:45 p.m.

A. DISCUSS UNIFIED POLICE DEPARTMENT REORGANIZATION AND AMENDED INTERLOCAL AGREEMENT

Garrett Wilcox discussed the draft Amended Interlocal Agreement with Unified Police Department. He reviewed in detail the proposed amendments to the Interlocal Agreement.

Council Member Dustin Gettel asked if the City was going to receive a presentation by the Sheriff's office and felt it would be a good idea.

Mayor Stevenson said it has never been an option on the table to look at the Sheriff providing police services to the City. He said it would delay the process of restructuring UPD and has not been considered because the County has not provided him or staff with details.

Council Members Heidi Robinson, Paul Glover, and Bonnie Billings said they were not interested in hearing a presentation by the Sheriff's Office.

The meeting adjourned at 10:51 p.m.

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

Approved this 20th day of February, 2024



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Midvale, UT 84047
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MIDVALE CITY COUNCIL STAFF REPORT 02/20/2024

SUBJECT

Resolutions to Appoint Candy Tippetts, Robyn Anderson, Dustin Snow, and Michael Edwards to the Midvale City Planning Commission.

SUBMITTED BY

Marcus Stevenson, Mayor

BACKGROUND AND OVERVIEW

The Midvale City Planning Commission consists of five full and two alternate members who serve four-year terms. The Commission is responsible for administering land use regulations as established in Utah Code 10-9a-301 and 302, which includes making recommendations to the City Council on land use policy. Commissioners prepare for and attend bi-monthly meetings and participate in state mandated training. They provide an altruistic service to the community and function as an unbiased appointed public body.

Candy Tippetts', Robyn Anderson's, and Dustin Snow's terms are expiring. All of them are diligent full members of the Planning Commission and volunteered to continue their service for an additional term.

Michael Edwards is proposed to fill an alternate member slot that was recently vacated.

STAFF RECOMMENDATION

Staff recommends approval of the resolutions to appoint Candy Tippetts, Robyn Anderson, Dustin Snow, and Michael Edwards to the Midvale City Planning Commission.

RECOMMENDED MOTION

I move to approve Resolutions 2024-R-07, 2024-R-08, 2024-R-09, 2024-R-10 to appoint Candy Tippetts, Robyn Anderson, and Dustin Snow as full members and Michael Edwards as an alternate member of the Midvale City Planning Commission.

CITIZEN AGENDA SUMMARY

This agenda item appoints Candy Tippetts, Robyn Anderson, Dustin Snow and Michael Edwards to the Midvale City Planning Commission.

ATTACHMENTS

Resolutions

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-07**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF CANDY TIPPETTS AS A
FULL MEMBER OF THE MIDVALE CITY PLANNING COMMISSION**

WHEREAS, in accordance with Section 17-4-1 of the Midvale City Municipal Code, the Planning Commission is comprised of five full members and two alternates to serve four-year terms; and

WHEREAS, with the recent term endings of three full commissioners, the Planning Commission has a vacancy for a full member seat; and

WHEREAS, Candy Tippetts has been serving as a full member of the Planning Commission since January 2019; and

WHEREAS, members of the Planning Commission are appointed by the Mayor with the advice and consent of the City Council per Section 17-4-2 of the Midvale Municipal Code; and

WHEREAS, the Mayor desires to reappoint Commissioner Tippetts as a full member of the Planning Commission based on her contributions and dedication; and

WHEREAS, Commissioner Tippetts has expressed a desire to serve on the Planning Commission as a full member.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah:

SECTION 1. The City Council hereby consents to Mayor Stevenson’s appointment of Candy Tippetts as a full member of the Planning Commission for a four-year term expiring in February, 2028.

SECTION 2. This Resolution shall take effect immediately.

PASSED AND APPROVED this 20th day of February, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council	“Aye”	“Nay”
Bonnie Billings	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-08**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF ROBYN ANDERSON AS
A FULL MEMBER OF THE MIDVALE CITY PLANNING COMMISSION**

WHEREAS, in accordance with Section 17-4-1 of the Midvale City Municipal Code, the Planning Commission is comprised of five full members and two alternates to serve four-year terms; and

WHEREAS, with the recent term endings of three full commissioners, the Planning Commission has a vacancy for a full member seat; and

WHEREAS, Robyn Anderson has been serving as a full member of the Planning Commission since March 2020; and

WHEREAS, members of the Planning Commission are appointed by the Mayor with the advice and consent of the City Council per Section 17-4-2 of the Midvale Municipal Code; and

WHEREAS, the Mayor desires to reappoint Commissioner Anderson as a full member of the Planning Commission based on her contributions and dedication; and

WHEREAS, Commissioner Anderson has expressed a desire to serve on the Planning Commission as a full member.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah:

SECTION 1. The City Council hereby consents to Mayor Stevenson’s appointment of Robyn Anderson as a full member of the Planning Commission for a four-year term expiring in February, 2028.

SECTION 2. This Resolution shall take effect immediately.

PASSED AND APPROVED this 20th day of February, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council	“Aye”	“Nay”
Bonnie Billings	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-09**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF DUSTIN SNOW AS A
FULL MEMBER OF THE MIDVALE CITY PLANNING COMMISSION**

WHEREAS, in accordance with Section 17-4-1 of the Midvale City Municipal Code, the Planning Commission is comprised of five full members and two alternates to serve four-year terms; and

WHEREAS, with the recent term endings of three full commissioners, the Planning Commission has a vacancy for a full member seat; and

WHEREAS, Dustin Snow has been serving as a full member of the Planning Commission since March 2020; and

WHEREAS, members of the Planning Commission are appointed by the Mayor with the advice and consent of the City Council per Section 17-4-2 of the Midvale Municipal Code; and

WHEREAS, the Mayor desires to reappoint Commissioner Snow as a full member of the Planning Commission based on his contributions and dedication; and

WHEREAS, Commissioner Snow has expressed a desire to serve on the Planning Commission as a full member.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah:

SECTION 1. The City Council hereby consents to Mayor Stevenson’s appointment of Dustin Snow as a full member of the Planning Commission for a four-year term expiring in February, 2028.

SECTION 2. This Resolution shall take effect immediately.

PASSED AND APPROVED this 20th day of February, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council	“Aye”	“Nay”
Bonnie Billings	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-10**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF MICHAEL EDWARDS
AS AN ALTERNATE MEMBER OF THE MIDVALE CITY PLANNING
COMMISSION**

WHEREAS, in accordance with Section 17-4-1 of the Midvale City Municipal Code, the Planning Commission is comprised of five full members and two alternates to serve four-year terms; and

WHEREAS, with the recent resignation of an alternate member, the Planning Commission has a vacant alternate member seat; and

WHEREAS, Michael Edwards has shown interest and ability to serve as an alternate member of the Planning Commission; and

WHEREAS, members of the Planning Commission are appointed by the Mayor with the advice and consent of the City Council per Section 17-4-2 of the Midvale Municipal Code; and

WHEREAS, the Mayor desires to appoint Michael Edwards as an alternate member of the Planning Commission; and

WHEREAS, Michael Edwards has expressed a desire to serve on the Planning Commission as an alternate member.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah:

SECTION 1. The City Council hereby consents to Mayor Stevenson’s appointment of Michael Edwards as an alternate member of the Planning Commission for a four-year term expiring in February, 2028.

SECTION 2. This Resolution shall take effect immediately.

PASSED AND APPROVED this 20th day of February, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council	“Aye”	“Nay”
Bonnie Billings	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____



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

MIDVALE CITY COUNCIL STAFF REPORT 02/20/2024

SUBJECT

Resolution adopting the Midvale Bingham Junction Station Area Plan.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

In 2022 the Utah State Legislature passed HB 462 which, among other things, requires municipalities with fixed rail guideways (commuter and light rail) to prepare and adopt station area plans (SAP) covering a half mile radius of each fixed rail station. SAP's may be unique to their jurisdiction and setting; however, key aspects are to include strategies to increase the availability of affordable housing, promotion of sustainable environmental conditions, enhancements of access to employment opportunities and increase of transportation choices and connections.

Midvale has three stations within its boundaries: Midvale Ft. Union, Midvale Center and Bingham Junction. The Midvale Ft. Union and Midvale Center Station Area Plan was adopted by the City Council on January 16, 2024. The Bingham Junction Station Area Plan is ready for adoption.

Design Workshop, the consultant group commissioned to prepare the Bingham Junction SAP will lead the discussion and presentation at the February 20th City Council meeting. They will highlight recommendations of the plan and proposed implementation steps.

Upon Council adoption of the SAP, staff will submit a request for certification to Wasatch Front Regional Council (WFRC) and the Utah Transit Authority (UTA). Certification by WFRC and UTA will place the City in compliance with the State as required in HB 462.

STAFF RECOMMENDATION

Approval of the resolution adopting the Midvale Bingham Junction SAP.

RECOMMENDED MOTION

I move that we approve Resolution No. 2024-R-11, adopting the Midvale Bingham Junction Station Area Plan.

CITIZEN AGENDA SUMMARY

The City Council will consider adoption of a resolution approving the Midvale Bingham Junction Station Area Plan. This plan identifies opportunities for growth and redevelopment near the Bingham Junction Trax Station.

ATTACHMENTS

1. Resolution No. 2024-R-11
2. Midvale Bingham Junction Station Area Plan.

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-11**

**A RESOLUTION ADOPTING THE MIDVALE BINGHAM JUNCTION STATION
AREA PLAN.**

WHEREAS, Section 10-9a-403.1 of the Utah Code requires each City with a fixed guideway transit station to adopt a Station Area Plan; and

WHEREAS, on January 24th, 2024, the Midvale City Planning Commission after holding a public hearing, recommended that the Midvale City Council adopt the Midvale Bingham Junction Station Area Plan; and

WHEREAS, the Midvale City Council determines that it is in the best interest of Midvale City to adopt the Midvale Bingham Junction Station Area Plan; and

WHEREAS, adoption of the Station Area Plan allows the City to forward said plan to the metropolitan planning organization (Wasatch Front Regional Council) and public transit district (UTA) for certification and demonstration of compliance with Section 10-9a-403.1 of the Utah Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah to hereby approve the Midvale Bingham Junction Station Area Plan as required by Utah Code 10-9a-403.1

APPROVED AND ADOPTED this 20th day of February, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the Council:	“Aye”	“Nay”
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

STATION AREA PLAN WEST JORDAN & MIDVALE

Prepared for Wasatch Front Regional Council
November 2023



WEST JORDAN & MIDVALE STATION AREA PLAN

PREPARED FOR

Wasatch Front Regional Council

WASATCH FRONT REGIONAL COUNCIL

Byron Head, Community Planner

UTAH TRANSIT AUTHORITY

Paul Drake
Nick Duerksen
Kayla Kinkead

MIDVALE CITY

Adam Olsen
Wendelin Knobloch
Cody Hill
Laura Magness

WEST JORDAN CITY

Tayler Jensen
Mark Forsythe
Megan Jensen
Tauni Barker
Marie Magers

PREPARED BY

DESIGN WORKSHOP

Chris Geddes, Principal-in-Charge
Marianne Stuck, Project Manager
Eric Krohngold, Strategic Services Specialist
Emily Burrowes, Strategic Services Specialist
Carolyn Levine, Planner
Samata Gyawali, Planner

FEHR & PEERS

Dan Cawley
Jon Nepstad

DAVID EVANS & ASSOCIATES

Leah Jaramillo
Sam Winkler

Prepared by: **Design Workshop**

Prepared for: **Wasatch Front Regional Council**



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INTRODUCTION

INTRODUCTION

The City of West Jordan and Midvale City, in partnership with Wasatch Front Regional Council (WFRC) and Utah Transit Authority (UTA) worked together to develop station area plans for three adjacent stations: City Center, Historic Gardner, and Bingham Junction. Because of the station areas' proximity, coordination was paramount to the long-term success of future development to support regional transit.

Transit Oriented Communities (TOC) that enable people to get an easy access to mixed-uses and services around public transit, are a shared goal of WFRC, UTA, West Jordan, and Midvale. This type of development prioritizes transit and pedestrian-scale development to create walkable neighborhoods with everyday amenities within safe and comfortable walking distance of transit stations. Outcomes of TOC include reduction in traffic congestion and pollution, increased bicycle and pedestrian connectivity, and a vibrant public realm that meets the needs of modern living.

STATION AREA PLANS

A Station Area Plan (SAP) is intended to advance shared goals by maximizing development potential around transit stations through a collaborative planning approach. Per Utah House Bill 462 (HB462), cities with fixed-guideway public transit stations such as FrontRunner, TRAX, or BRT, are required to develop a SAP for that station. The goals of HB462 are to increase the availability and affordability of housing, including moderate income housing; promote sustainable environmental conditions; enhance access to opportunities; and increase transportation choices and connections.

PROJECT AREA

As required by HB462, the overall project area includes a ½ mile radius from each TRAX station. The three TRAX stations this study focuses on are: Bingham Junction in Midvale City, Historic Gardner in West Jordan City and City Center in West Jordan City. Each station is served by the TRAX Red Line, and connect directly to Downtown Salt Lake City, the University of Utah, and Daybreak Community. The three stations have strong functional, physical, and economic relationships, and although each has a unique character and needs, they overlap and work as a larger system.

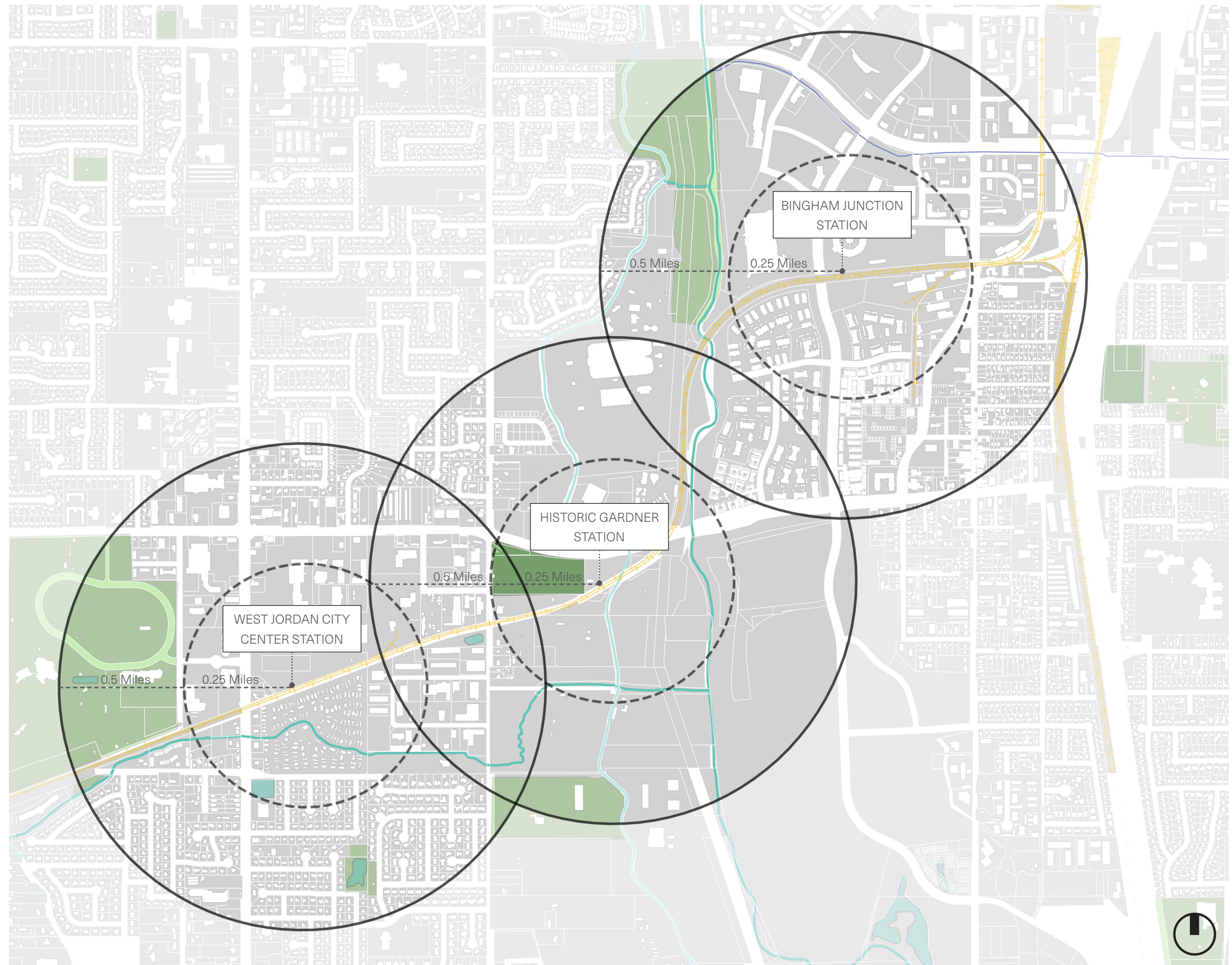


Figure 1: Context Map, Source: ESRI, 2022

BINGHAM JUNCTION STATION

Bingham Junction Station is located in Midvale at 7387 Bingham Junction Boulevard, directly south of the Overstock Coliseum. The station contains a 2.7-acre park and ride lot, as well as large office and commercial spaces to the north. Multifamily residential development is south of the station. Major roads in the area include 7200 S to the north, Bingham Junction Boulevard to the west, South Main Street to the east, and Tuscany View Road to the south.

OPPORTUNITIES AND CONSTRAINTS

With a distinctive corporate character, Bingham Junction presents various challenges related to connectivity and multi-modal mobility in the area. The lack of a clear connection to Main Street Midvale separates that area from the TRAX station and presents a barrier to connecting both destinations. Similarly, lack of pedestrian amenities make it difficult to connect the residential neighborhoods to the south with the commercial areas to the north. With a large right-of-way, Bingham Junction Boulevard presents an opportunity to establish safer and more walkable routes that could encourage pedestrian movement in the area. At the same time, the opportunity exists to explore new connections to the Jordan River Parkway from the station.

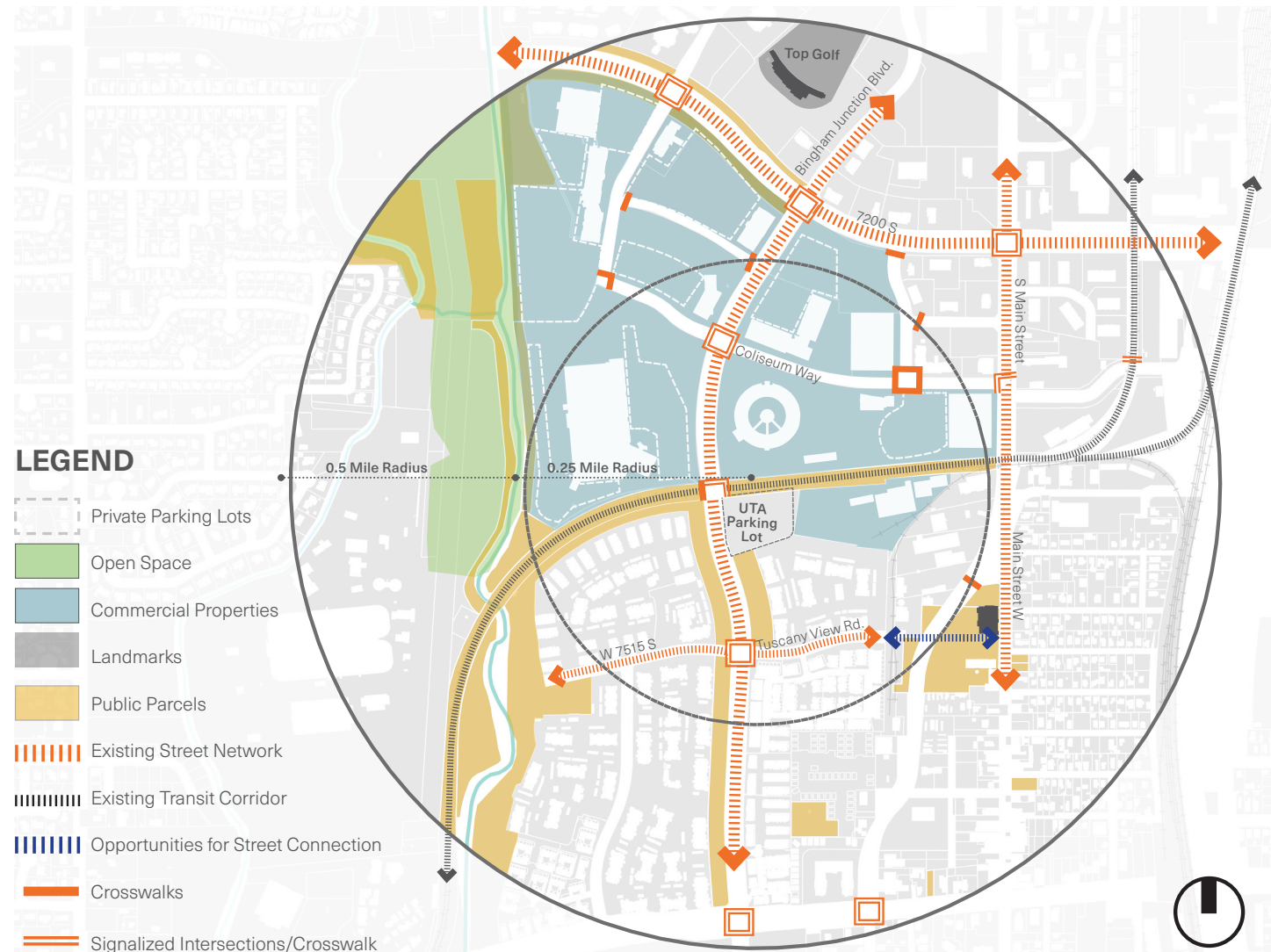


Figure 2: Opportunity and Constraints Map | Bingham Junction Station, Source: ESRI, 2022

HISTORIC GARDNER STATION

Historic Gardner station is located at 1127 West 7800 S in West Jordan. The station is situated west of the Jordan River and north of Bingham Creek and adjacent to the North Jordan Canal. The station hosts a 2.17-acre UTA park and ride lot that is directly south of the Historic Gardner Village. Other adjacencies include the West Jordan City Cemetery, Historic Pioneer Hall, and Jordan River Parkway trail. The northern portion of the station area has several new multi-family residential areas and a South Valley Water Reclamation Facility. Uses south of the station are predominately industrial.

OPPORTUNITIES AND CONSTRAINTS

The proximity of the station to Gardner Village and the Jordan River Parkway presents an opportunity for developing a pedestrian/bike-oriented environment that increases the accessibility to these amenities while becoming a regional access point to the Parkway. The historic and agricultural character of the area should be preserved and celebrated, while offering safer pedestrian connections to Gardner Village from the station area. The intersection of 7800 S and the Jordan River Parkway presents a challenge for connectivity in the area but also an opportunity to redefine accessibility to key assets both in West Jordan and Midvale City.

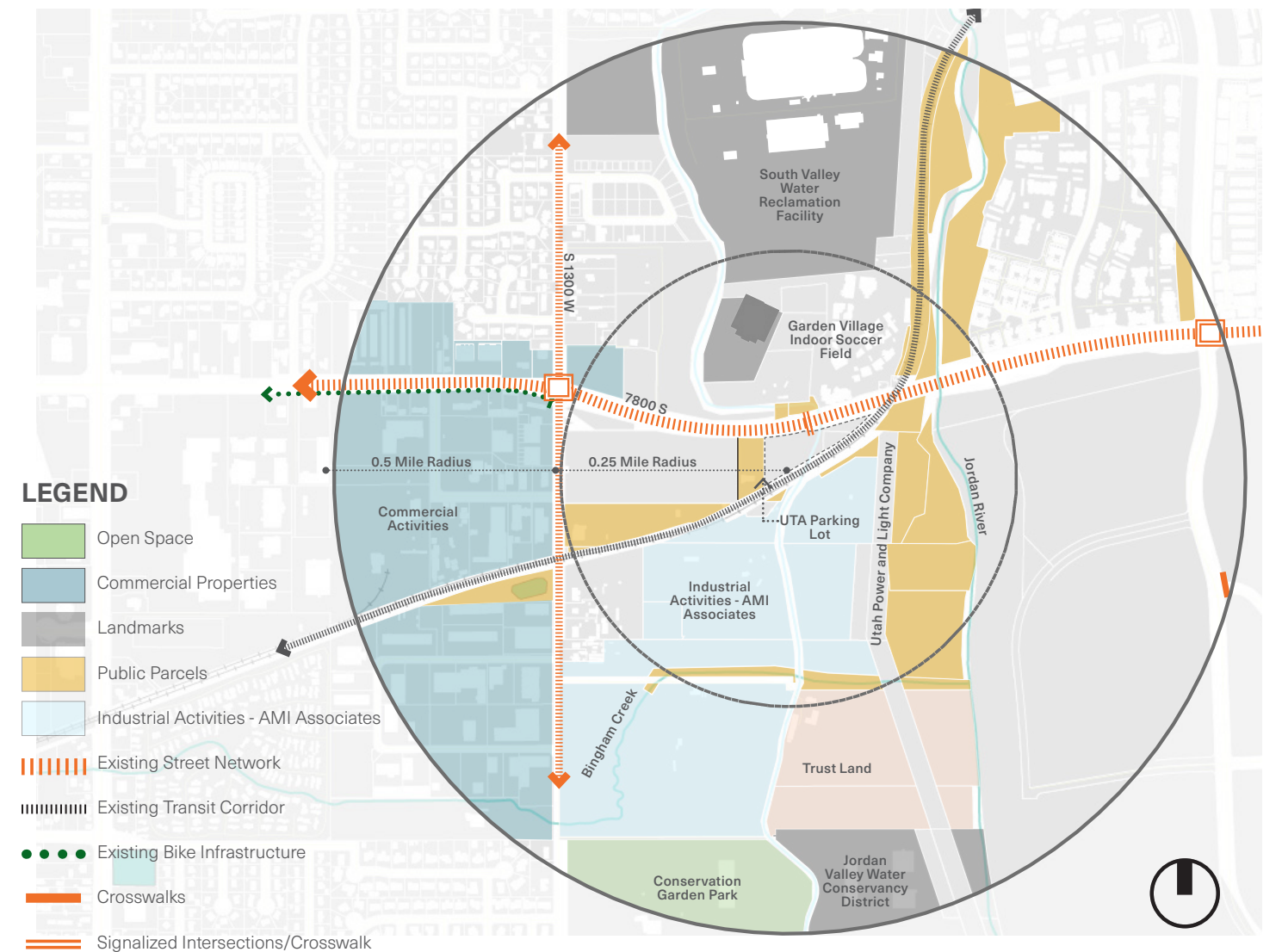


Figure 3: Opportunity and Constraints Map | Historic Gardner Station, Source: ESRI, 2022

WEST JORDAN CITY CENTER STATION

The West Jordan City Center station is located at 8021 South Redwood Road and contains an 8-acre park and ride lot. Major roads around the station include 7800 S to the north, S 1300 W to the east, and Redwood Road running through the station area, north to south. The station is surrounded by a variety of civic buildings, including City Hall, West Jordan Library, West Jordan Police Department, West Jordan Fire Station 52, the courthouse building, the Jordan School District administration building, and the 77-acre Veterans Memorial Park. Large-scale commercial uses lie to the north of the station while areas to the south are predominately residential. In addition to Veterans Memorial Park, Plum Creek Park is located within a 0.5 mile radius from the station. Bingham Creek runs east west and is located to the south of the station.

OPPORTUNITIES AND CONSTRAINTS

With key institutional uses, a large park, and surrounding residential areas, the West Jordan City Center station has potential for future redevelopment and becoming a new destination in the area. If supported by small scale retail, office, mixed-use development, a unique and attractive anchor, and a walkable pedestrian environment, this area could become an active and livable center for the city. Bingham Creek located at the south of the station opens an opportunity to develop trails along it that can serve the surrounding neighborhoods and establish bike and pedestrian connectivity with the adjacent TRAX stations. The existing bike route on 7800 S to the north can also be connected to this new trail system and increase multimodal accessibility to the area.

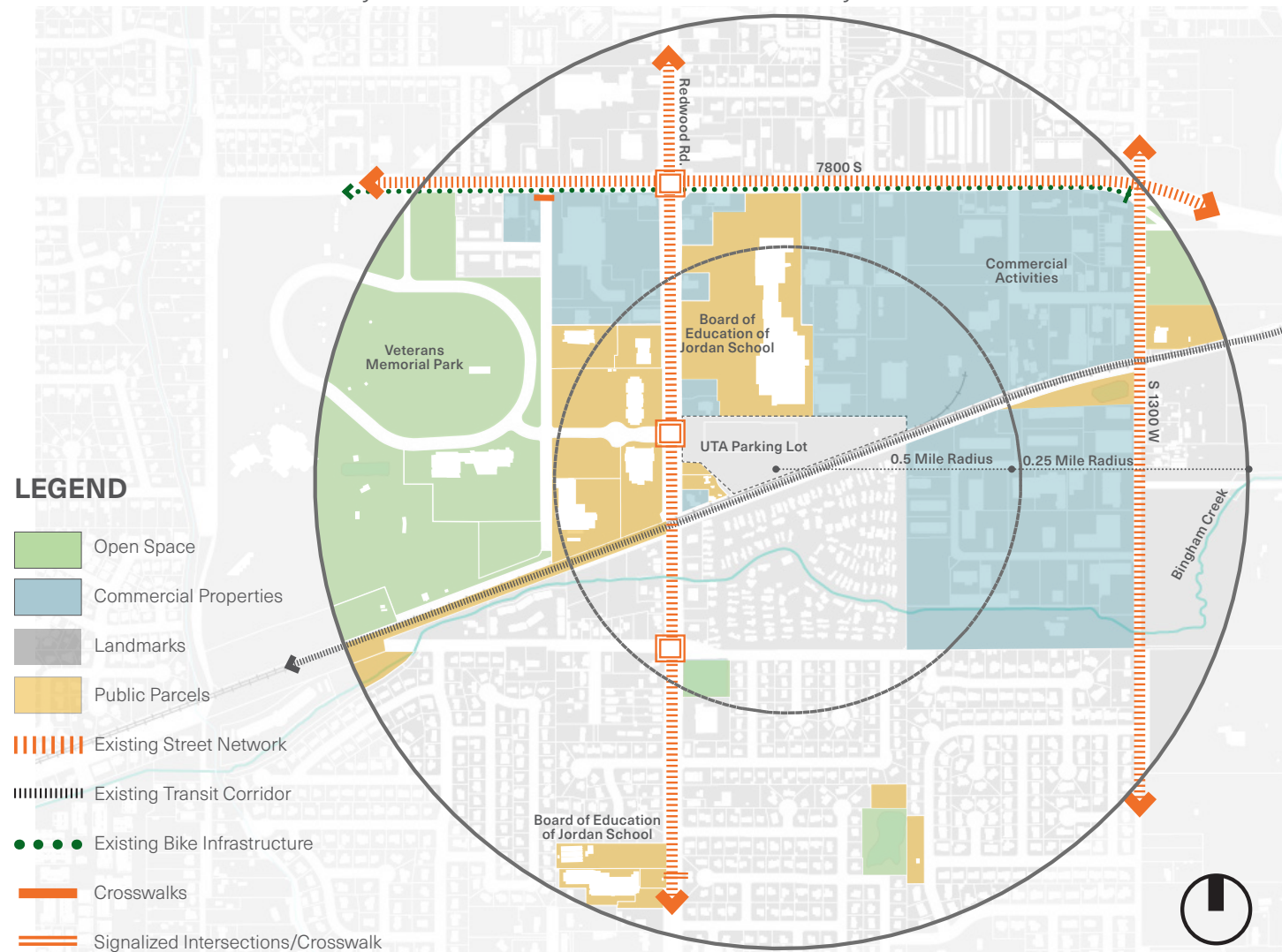


Figure 4: Opportunity and Constraints Map | West Jordan City Center Station, Source: ESRI, 2022

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PROJECT PROCESS

PROJECT STATEMENT

The passage of HB462 in 2022 signaled that transit be used not just as a means of moving people, but as a vehicle for solving some of the growing pains facing communities along the Wasatch Front. The Wasatch Front is experiencing explosive growth in population and employment, leading to traffic congestion, poor air quality, and a lack of affordable housing across the region. In West Jordan and Midvale, there is an opportunity to leverage the TRAX system to not only encourage transit use but to also repurpose publicly-owned lands to increase the share of affordable housing at transit stations and create vibrant neighborhoods.

This station area plan establishes a vision and an implementation plan that are both optimal and appropriate for areas occurring approximately ½ mile from the West Jordan City Center, Historic Gardner, and Bingham Junction stations. The vision is predicated upon existing conditions analysis, market needs, and identifies infrastructural modifications necessary to facilitate optimal growth within the station areas.

PROBLEM STATEMENT

The West Jordan and Midvale stations are situated at particularly beneficial locations, where they are far enough from downtown Salt Lake City to be distinct from the capital, yet close enough to be convenient regional destinations. The three stations are also each individually unique in their surrounding land uses that they have a built-in identity to work from. These Station Area Plans provide an opportunity to build community support for Transit Oriented Communities that appeals to existing commuters while also heralding a vibrant future to new commuters. In addition to the benefits that Transit Oriented Communities can bring (by encouraging diverse modality choices, removing cars from the highways, providing diversity in housing choice, and getting people closer to jobs) these plans can also build vibrancy, sense of community, and civic identity.

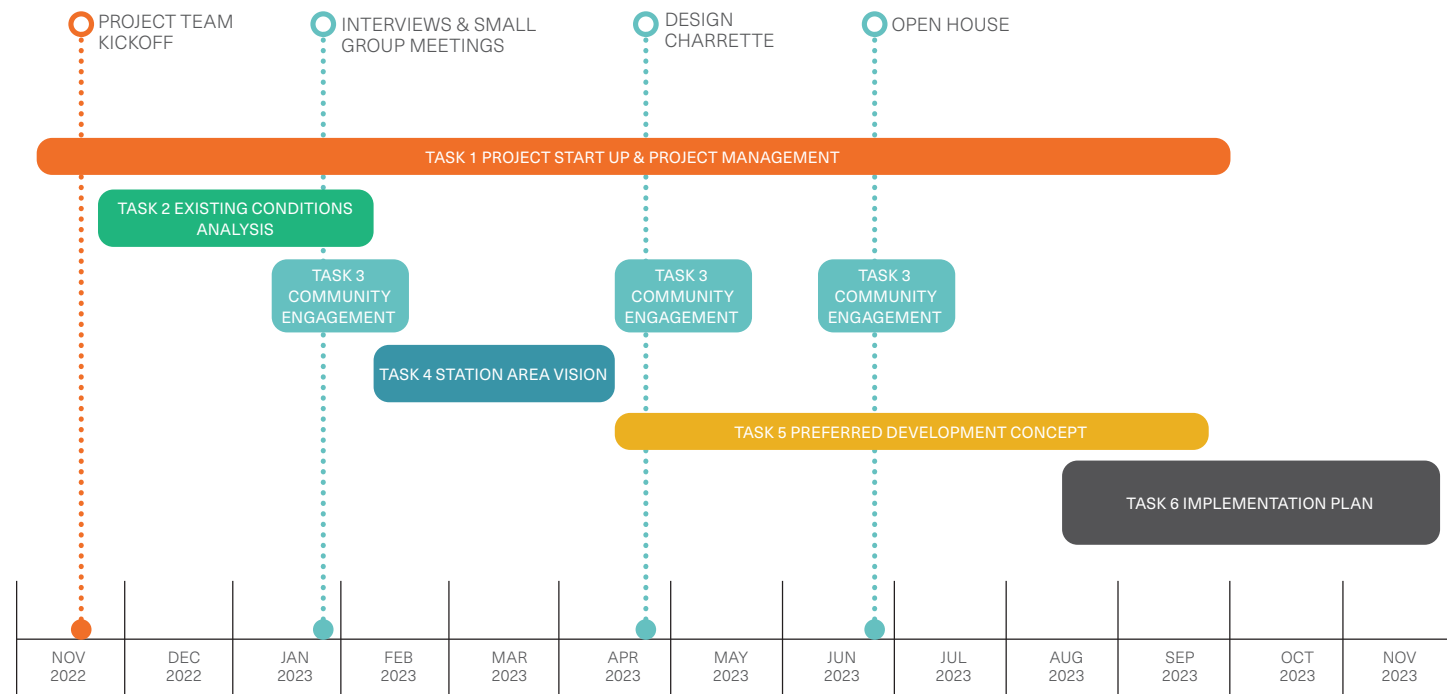


Figure 5: Project Timeline

WHAT IS THE WEST JORDAN & MIDVALE STATION AREA PLAN?

The rail line along the Wasatch Front spans hundreds of miles and has almost 70 stations. During the Legislative Session of 2022, the State of Utah determined that this infrastructure is key to the improvement of housing affordability, air quality, and traffic congestion within Utah. To further explore these solutions, HB462 was passed, requiring that every city with a fixed guideway transit station complete a station area plan.

A station area plan is a plan that examines the area approximately ½ mile from a fixed guideway transit station, that focuses on the relationship between station access and land use growth. The purpose of any station area plan is to optimize connections for pedestrians and bicycles while promoting transit-supportive land uses, with the intent of creating neighborhoods where people can access a diversity of housing, employment, and entertainment options without the use of an automobile.

The cities of West Jordan and Midvale worked together to complete station area plans for the Bingham Junction, Historic Gardner, and West Jordan City Center stations. These three station area plans are planned as one due to their shared proximity and the way in which they complement one another. It is envisioned by the two cities and UTA that these stations will grow into regional centers offering a variety of uses and amenities for the Wasatch Front.

PROJECT GOALS

Seven key project goals were established at the beginning of the process to give direction and address key issues around the three station areas:



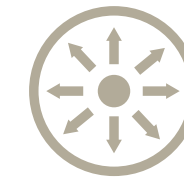
1 Encourage redevelopment around the stations considering a variety of housing types and densities



2 Propose land uses that will create true mixed-use areas



3 Incorporate affordable housing opportunities and define specific goals



4 Establish connections to surrounding neighborhoods and amenities



5 Help create an identity for each one of the stations

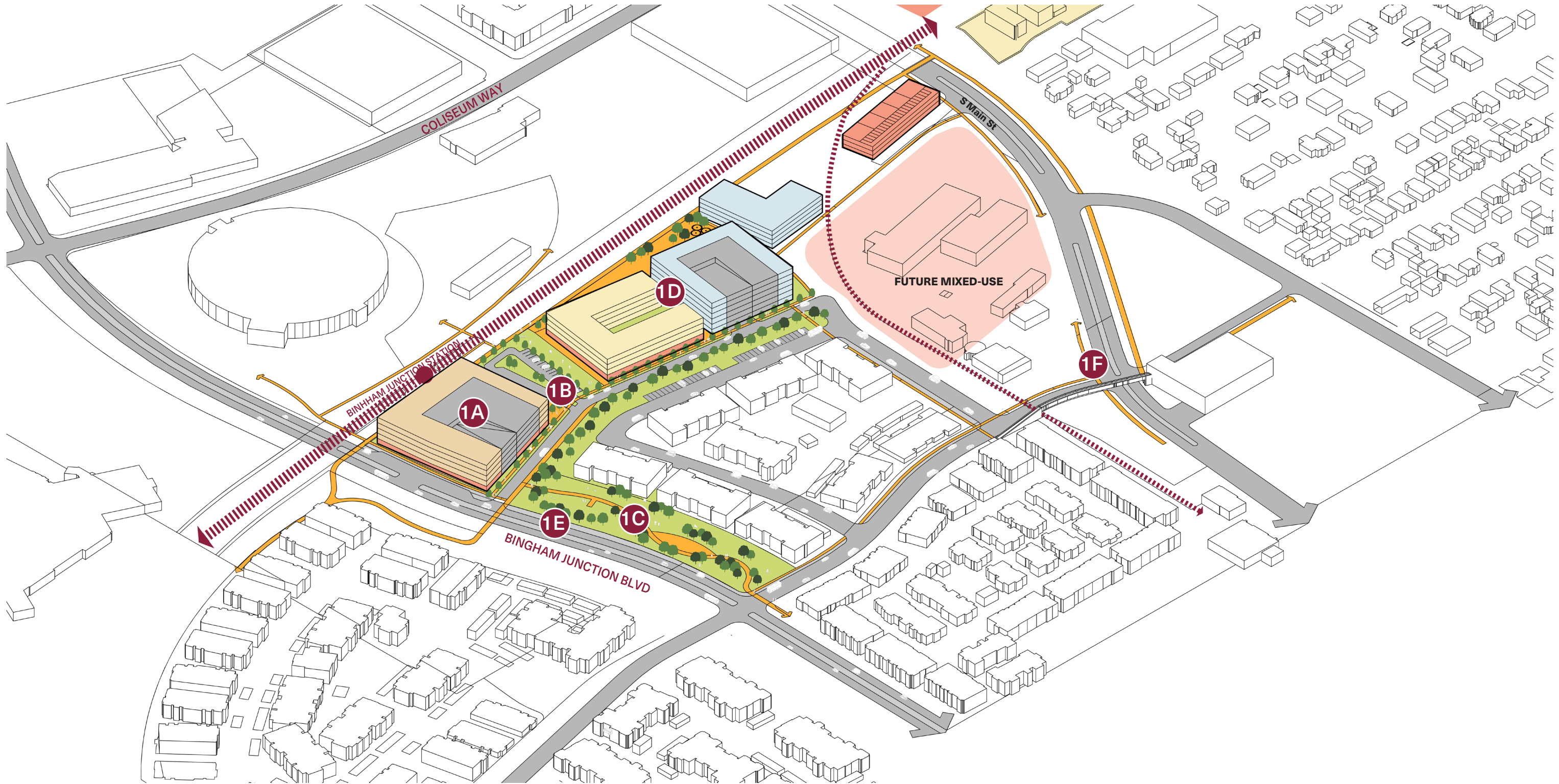


6 Promote various types of mobility options



7 Study how UTA can optimize their properties to catalyze development around the stations

PREFERRED CONCEPT: BINGHAM JUNCTION STATION



LEGEND













- | | | | |
|---|---|--|--|
|  RETAIL |  PLAZA |  1A FLEXIBLE OFFICE/
RESIDENTIAL USE |  1D COMMERCIAL OFFICE
SPACE |
|  COMMERCIAL/OFFICE |  GREEN SPACE |  1B BLUFF PLAZA |  1E IMPROVEMENTS TO BINGHAM
JUNCTION BOULEVARD |
|  RESIDENTIAL |  FLEXIBLE OFFICE/
RESIDENTIAL USE |  1C LINEAR PARK |  1F PEDESTRIAN BRIDGE |

Figure 6: Preferred Concept | Bingham Junction Station

PREFERRED CONCEPT: HISTORIC GARDNER STATION

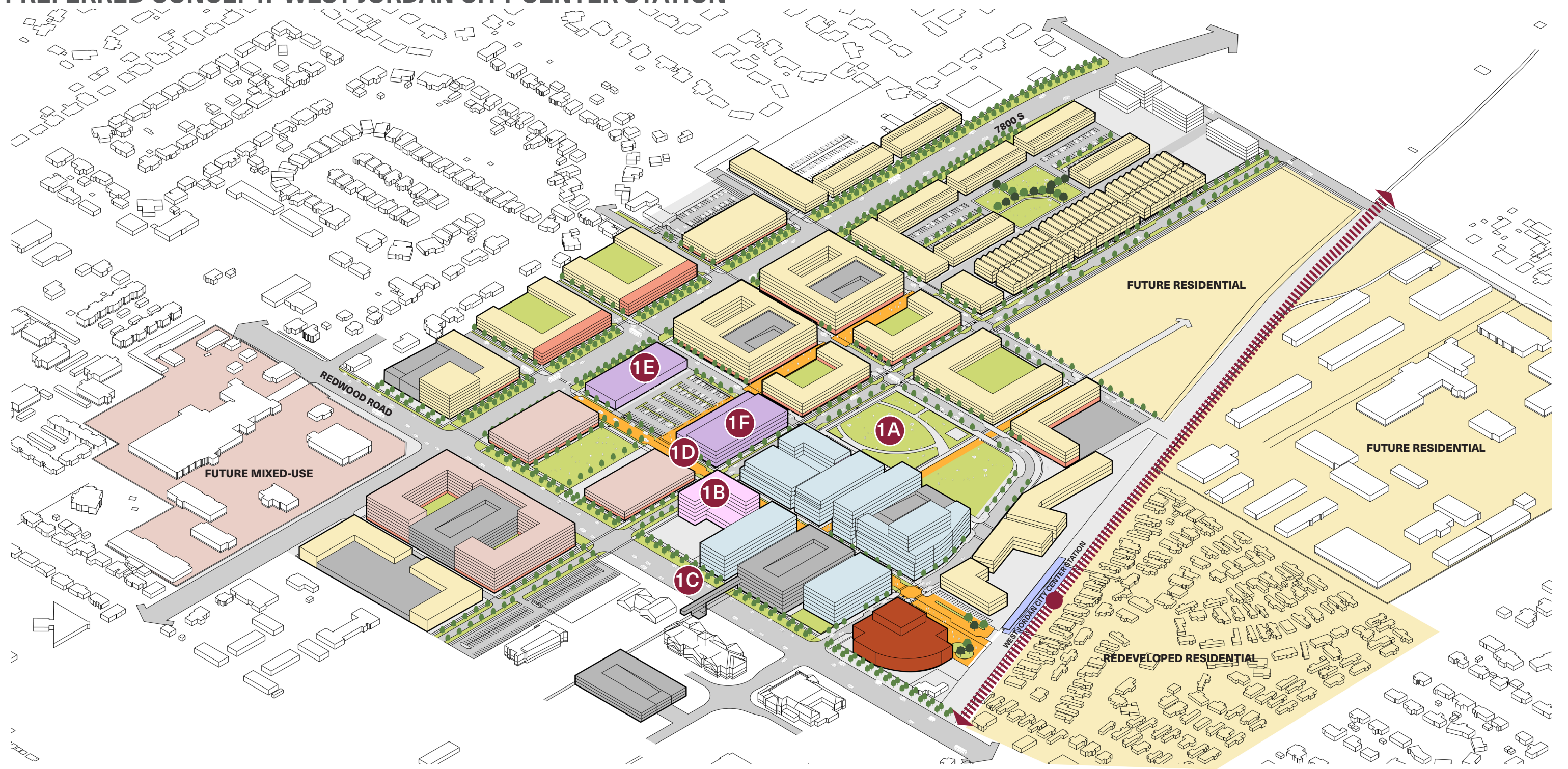


LEGEND

- | | | | | |
|--------|-------------|-------------------------------|-----------------------------------|----------------------------------|
| EVENTS | GREEN SPACE | AGRICULTURE BASED RESIDENTIAL | 1A PIONEER HALL PLAZA | 1C REGIONAL PARK & ACTIVE USES |
| PLAZA | RESIDENTIAL | | 1B ACCESS TO JORDAN RIVER PARKWAY | 1D AGRICULTURE BASED RESIDENTIAL |

Figure 7: Preferred Concept | Historic Gardner Station

PREFERRED CONCEPT: WEST JORDAN CITY CENTER STATION



LEGEND

















- | | | | |
|---|--|--|---|
|  EVENTS |  PLAZA |  1A FESTIVAL PARK |  1D RESTAURANT ROW |
|  MIXED-USE |  GREEN SPACE |  1B HOTEL |  1E MARKET HALL |
|  RETAIL |  TRANSIT HUB |  1C PEDESTRIAN BRIDGE |  1F INCUBATOR |
|  COMMERCIAL/OFFICE |  HOTEL | | |
|  RESIDENTIAL |  MARKET/INCUBATOR | | |

Figure 8: Preferred Concept | West Jordan City Center Station



EXISTING CONDITIONS & SITE ANALYSIS

EXISTING CONDITIONS

As part of the existing conditions analysis, a review of the existing zoning and current land uses was conducted for Midvale City and West Jordan City. This review lends a better understanding of current policy requirements and dimensional standards for the station areas.

ZONING CODE REVIEW

The following section provides an overview of the existing zoning code requirements for the three station areas. This includes the cities of Midvale and West Jordan.

MIDVALE CITY

The Bingham Junction station in Midvale is part of the Bingham Junction zone, which encourages a dynamic mix of uses including residential, urban (retail/office flex), and mixed-use with higher densities than other areas of Midvale. Per the city code, the entire Bingham Junction zone property will be planned as a large-scale master planned development prior to any new development on the property. Approval of a small-scale master planned development will also be a condition precedent to any new development within the Bingham Junction zone. A minimum of 20% of the “real property to be improved later as open space and linked trails” at no cost to the city.

The Bingham Junction zone (as amended) does not include detailed provisions regarding certain standards and guidelines. Instead, it adopts a series of goals and intent statements as set forth in Section 17-7-9.4 (common intent statements). The zoning plan includes proposed detailed standards and guidelines (in ordinance format) governing the development that implements the goals of the large-scale master plan and the applicable intent statements. The proposed standards and guidelines shall address the following issues:

- a. Land use standards establishing land use types, occupancy, location, density, buffering, and any other element envisioned by the large scale master plan;
- b. Lot standards establishing requirements for minimum lot area, depth, coverage, and dimensions;

- c. Building setback standards for front, side, and rear yards;
 - d. Design standards addressing building orientation and mass, common and private open space, natural resource protection, architectural design including colors and materials, and any other provisions proposed to be included in the zone;
 - e. Landscaping and buffering standards; and
 - f. Parking lot design standards (including lighting).
- g. Development Plan: The small-scale master plan shall include a schematic development plan showing the following:
- Location of proposed uses, including dwelling unit density and occupancy;
 - Height, location, bulk, and preliminary elevations of buildings;
 - Location, arrangement and configuration of open space, landscaping, and building setbacks;
 - Location, access points, and design of off-street parking areas;
 - Number, size, and location of signs;
 - Street layout, and traffic and pedestrian circulation patterns, including proposed access to the property to adjoining and nearby properties and uses.

JUNCTION AT MIDVALE OVERLAY

The purpose of the Junction at Midvale overlay zone is to:

- a. Encourage the creation of high quality development including residential, retail, office, and other commercial and public uses in coordinated, visually exciting and durable projects. This zoning plan encourages a coordinated mix of uses and buildings that complement each other and the overall Midvale community;
- b. Address minimum standards supplemented by the Junction at Midvale site development guidelines which are created and administered by the applicable property owners association(s);
- c. Create a transit-oriented residential community, office park, and business district that take advantage of the transit opportunities presented

by the light rail stop and associated transit routes. This zoning plan encourages residential and office densities that facilitate maximum utilization of the light rail line and related infrastructure;

- d. Encourage high quality, distinctive development to create a sense of place and identity for the Junction at Midvale;
- e. Encourage a mix of high quality office, commercial, retail, open space, entertainment, recreation, residential, public, and institutional land uses;
- f. Encourage ground level retail uses that open directly onto sidewalks adjacent to streets, with upper floor office and residential uses;
- g. Provide a variety of housing opportunities and choices that include a range of household types and architecture, family sizes, and, incomes;
- h. Revitalize a former Superfund Site;
- i. Enhance urban design in the area while respecting the surrounding urban fabric;
- j. Coordinate urban design, streetscape, and open space elements in order to create a distinctive visual quality for the area;
- k. Manage parking and access in a manner that enhances pedestrian safety, pedestrian mobility, and quality urban design;
- l. Discourage surface parking by encouraging and creating incentives for alternate parking methods including but not limited to structured parking, on-street parking, shared parking, and reduced parking;
- m. Provide variation in architectural design and housing types and affordability;
- n. Create neighborhoods which are integrated with and have direct access to open space and park lands; and
- o. Provide pedestrian connections within and among adjacent neighborhoods.

This zoning plan encourages uses that are built at a pedestrian scale and encourage pedestrian movement.

WEST JORDAN CITY

Two of the three station areas (Historic Gardner Village and West Jordan City Center) are in West Jordan. Both are surrounded by a variety of land uses and under the Transit Station Overlay District (TSOD) zoning.

TSOD ZONE

The TSOD is established to promote Transit Oriented Communities in areas that are generally located within an approximate quarter (1/4) mile of light rail transit stations or cross-town satellite hubs for bus/trolley rapid transit. The TSOD regulations and standards supersede the regulations and standards of the underlying zoning district.

CITY CENTER/TSOD ZONE

The purpose of the City Center zone is to develop a traditional downtown area by redeveloping and restoring pedestrian scale buildings in the core (city center) of the city. The City Center zone is intended to set apart that portion of the city which forms the center of commercial, professional, residential, office, municipal, and cultural uses by encouraging a balanced, though concentrated, mix of these uses. The City Center zone should provide a safe, attractive, pedestrian-friendly environment that serves as a destination area and that attracts people for a unique shopping, cultural, recreational, professional service, and living experience. The City Center will be referred to as not only a zone, but also as a defining district of that area designated as “town center” on the adopted West Jordan future land use plan and map. A master plan (or master plans) for the City Center shall be prepared in joint cooperation with the city and property owners.

The West Jordan City Center station community, when developed, will contain a mix of compact, compatible uses. The multiple uses in this station community consist primarily of multi-family residential, commercial, retail, office, municipal, entertainment, and mixed-uses. Residential density should be at a minimum of 30 units per acre and maximum of 75 units per acre. The highest development densities shall be allowed within this station community and all land uses are to be pedestrian oriented and well connected to open spaces, parks, plazas, and social gathering areas. A

large multi-transit station hub is envisioned for this station community.

HISTORIC GARDNER VILLAGE TSOD

A portion of the Gardner Village TRAX station area is within a TSOD; however, additional density allowances are not provided within the Gardner Village TSOD. For standards not mentioned in the TSOD overlay, the requirements of the three zoning districts should be followed.

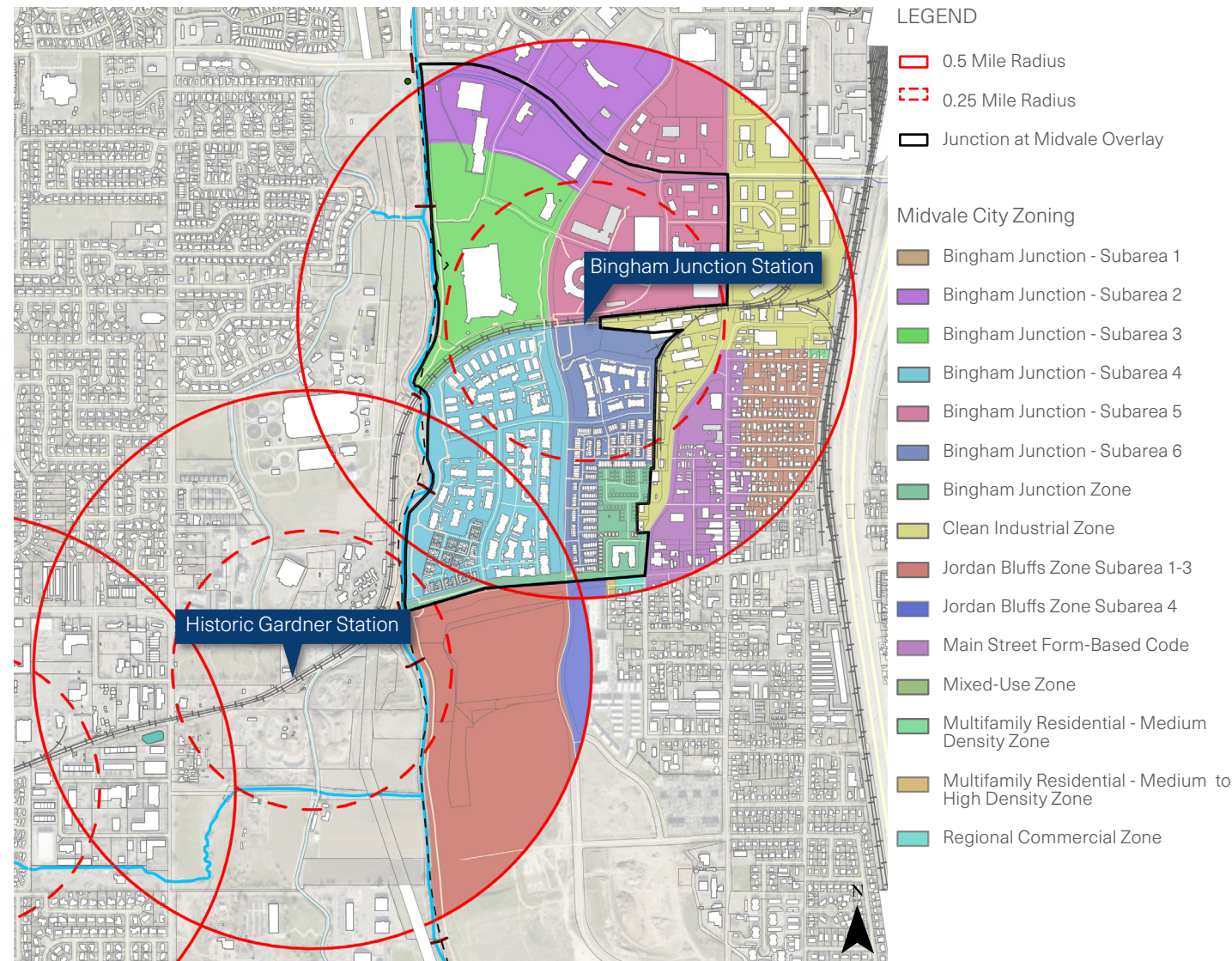


Figure 9: Midvale City Zoning for Bingham Junction. Source: ESRI

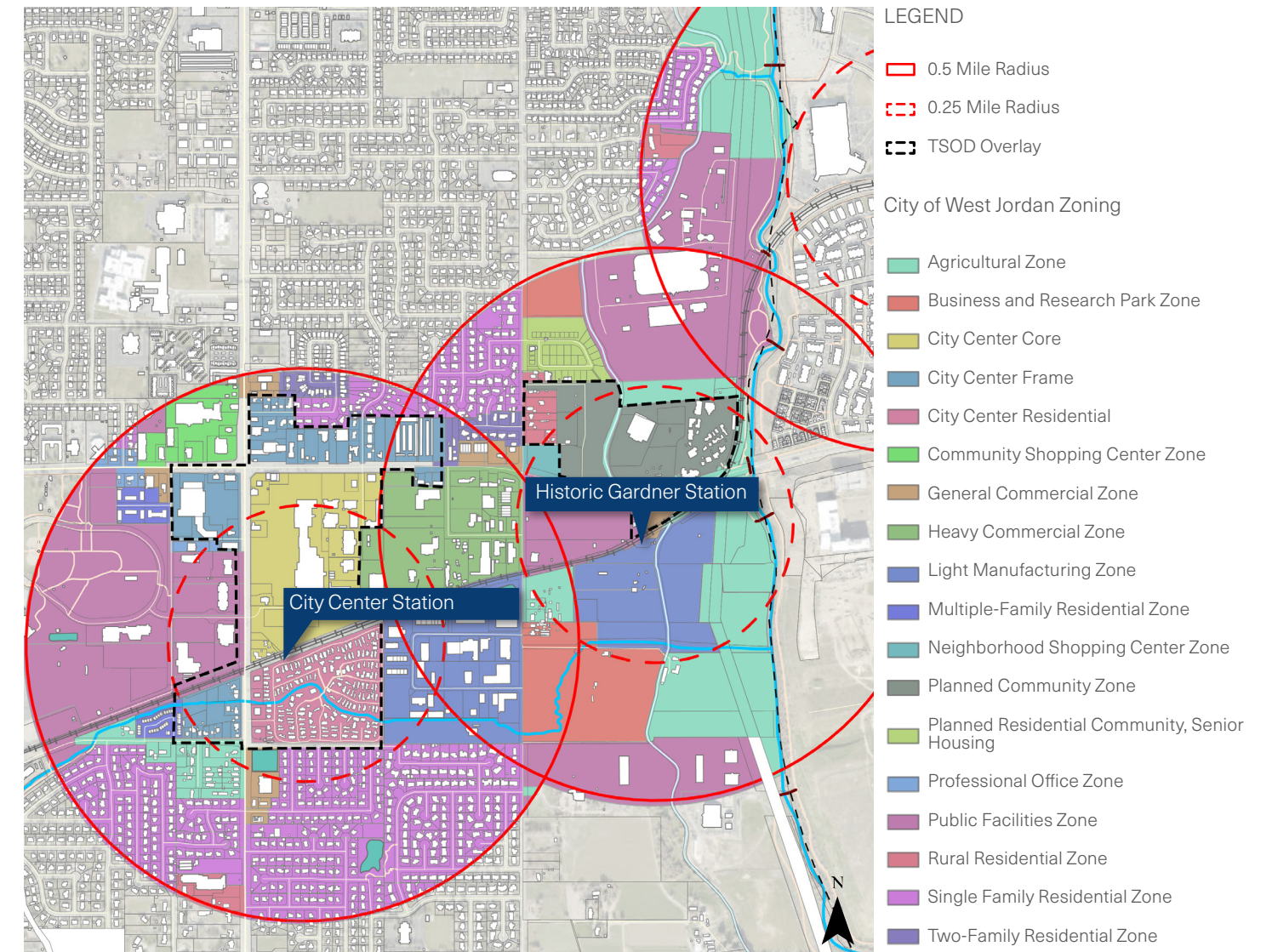


Figure 10: West Jordan Zoning for Historic Gardner Village and City Center. Source: City of West Jordan

WEST JORDAN TSOD PARKING REQUIREMENTS

The minimum number of parking spaces in the TSOD is intentionally reduced to encourage the use of public transit systems. The use of shared parking areas and multilevel parking structures is strongly encouraged, while surface parking should be minimized and located behind and/or to the side of main building structures.

On-street parking is permitted and encouraged and shall be included in the total development required parking calculations for a use or structure which fronts and is adjacent to the on street parking stall.

Ingress and egress for parking lots shall, where reasonably practical, be from side streets for commercial uses and from alleys for residential uses.

Parking Requirements

Multi-family

1 space per DU, plus 1/2 space per additional bedroom
Maximum 1.5 spaces per unit

Office

Maximum 3 spaces per 1,000 SF

Retail

Maximum 3.75 spaces per 1,000 SF

Other Uses

See parking table of the West Jordan City Code S13-12-3. Unless otherwise approved in the final development plan, these uses shall provide up to a 50% reduction of the parking requirement.

WEST JORDAN TSOD STREETScape REQUIREMENTS

Building line frontages contribute to the public streetscape, and therefore, are subject to more regulation than the rest of the lot. Buildings shall be oriented to the pedestrian and placed close to the street where possible, and they should be consistent with the overall design and function of the building.

Park strips are required on all streets, except alleys, within each station community right of way. In residential areas, park strips shall serve as buffers between pedestrian walkways and streets.

Street medians are encouraged in all station communities for all major collector rights of way. Medians serve to improve the aesthetic quality of the area and as a mid-block resting place for street crossings. Medians should be a minimum of 5 feet wide.

Alleys and interior block spaces shall be allowed and encouraged in all station communities. Alleys serve as alternate routes to garages and loading docks that are unseen by the public and therefore, contribute to a pedestrian friendly environment. The private, interior portions of the lots (toward the alley) allow commercial operators to utilize these spaces as efficient working environments unseen by the public and allow residents to have private and semiprivate (for apartment and condominium buildings) gardens and courtyards. Alleys shall be the primary access to garages.

LAND USE

BINGHAM JUNCTION STATION - LAND USE

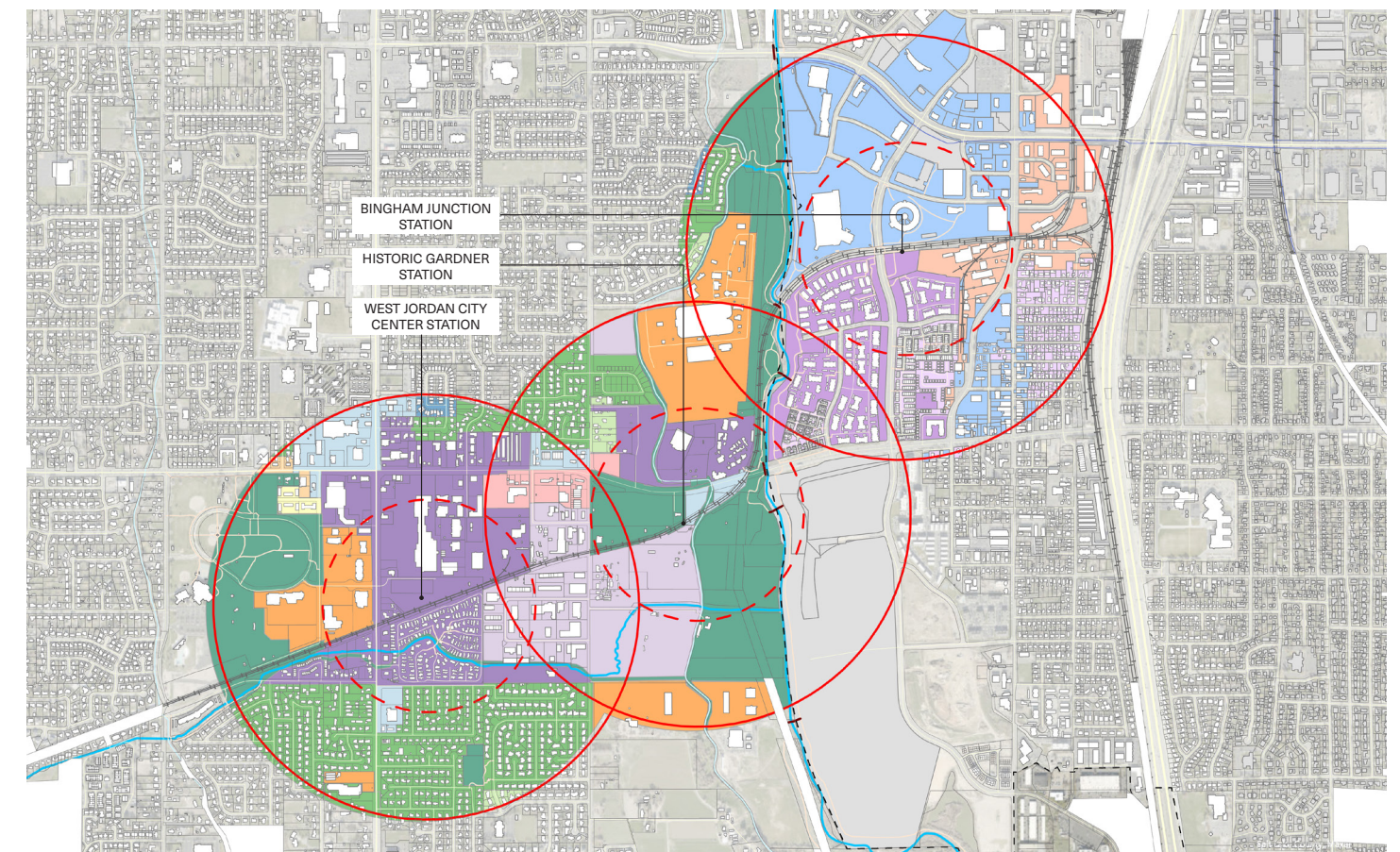
Existing land uses around the Bingham Junction station include mostly office and commercial uses. To the south of the station there are residential neighborhoods, and to the east some light industrial zones.

HISTORIC GARDNER STATION - LAND USE

Uses around Historic Gardner include some commercial uses in the Gardner Village area, residential neighborhood to the north-west, a large asphalt plant to the south, and several parks/ open space areas along the Jordan River.

WEST JORDAN CITY CENTER STATION - LAND USE

In the area around the City Center station, existing uses are mostly public facilities, residential uses to the south, and office and service areas around the station. Existent commercial is auto-oriented.



LEGEND

	Midvale		Unknown		Community Commercial		Public Facilities
	West Jordan		Commercial		Medium Density Residential		Research Park
	0.5 Mile Radius		Industrial		Very Low Density Residential		Transit Oriented Communities
	0.25 Mile Radius		Multi-Housing		Low Density Residential		High Density Residential
	Parcel Boundary		Residential		Neighborhood Commercial		Parks and Open Land
	Rail Roads				Professional Office		
	Canal						
	Stream						

Figure 11: Existing Land Uses, Source: ESRI, 2022

HTRZ FUNDING

HB462, the Housing and Transit Reinvestment Zone Act, and HTRZ funding are intended to help mitigate the housing affordability crisis along the Wasatch Front by creating a new development tool to facilitate mixed-use, multi-family, and affordable housing development within a 1/4 mile radius of TRAX stations, up to 125 acres. The tool enables a portion of incremental tax revenue growth to be captured over time (25 consecutive years) to support costs of development. It requires that development be mixed-use, at least 51% of developable area include residential uses, average 50 housing units/acre, and include at least 10% affordable housing (<= 80% AMI). This landmark legislation has the potential to create density and affordability currently lacking in communities across the state. It presents the opportunity for Midvale and West Jordan to be on the forefront of state and national planning policy and design. As their communities grow, the need for attainable housing, public transportation, and walkable neighborhoods will continue to grow.

HTRZ applications include a gap analysis and formation of a committee. If the HTRZ is approved, then tax increment funds are captured pursuant to the proposal (participation from local taxing entities is required), funds are administered by an agency created by the municipality where the HTRZ is located. Up to 80% of incremental local property tax revenue growth from cities, counties, school districts, etc., is to be captured over a period of time (maximum 25 consecutive years) as needed to support costs of developing the area, and 15% of incremental state sales tax revenue growth in the HTRZ is transferred to the state TIF.

If either city wants to pursue HTRZ funding, it is important to understand the criteria that needs to be met, especially regarding density and affordability. To meet affordability requirements, part of plan recommendations include what is feasible, including unit pricing and bedroom composition and recommendations for funding mechanisms, such as low-income housing tax credits (LIHTC), HTRZ, and other state and federal programs.

HTRZ REQUIREMENTS

- › 1/4 mile radius of station
- › Maximum 125 acres
- › 50 units/acre (average)
- › Mixed-use
- › 51% residential (minimum)
- › At least 10% affordable (<= 80% AMI)

FUNDING USES

- › Income-targeted housing costs
- › Structured parking within the HTRZ
- › Enhanced development costs
- › Horizontal and vertical construction costs
- › Pay costs of bonds issued by municipality
- › Costs of municipality to administer HTRZ

ENVIRONMENTAL CONDITIONS

West Jordan and Midvale City are separated by the Jordan River that runs north-south and which is one of the most significant environmental resources in the region. Existing open spaces and trails along the Jordan River provide recreational opportunity for both cities. Key open spaces/parks in West Jordan are Veterans Memorial Park, Senior Housing Park, Plum Creek Park, Conservation Garden Park, and the West Jordan City Cemetery. The existing network of open spaces in both cities presents an opportunity to increase connectivity, walkability, and incorporate more mobility options around the stations.

Bingham Creek (wash), which runs east-west is another natural element in West Jordan, although it's dry most of the year and contains high levels of arsenic that is dangerous for potential visitors. If any work is planned on the banks of Bingham Creek, environmental remediation will be necessary.

LEGEND

- | | | | |
|--|------------------|--|---------------------------|
| | 0.5 Mile Radius | | Veterans Memorial Park |
| | 0.25 Mile Radius | | Senior Housing Park |
| | Parcel Boundary | | Plum Creek Park |
| | Parks | | Conservation Garden Park |
| | Golf Course | | West Jordan City Cemetery |
| | Cemeteries | | Midvale City Cemetery |
| | Lake/Pond | | Open Space |
| | Canal | | |
| | Stream | | |
| | Bridge/Tunnel | | |
| | Rail Roads | | |

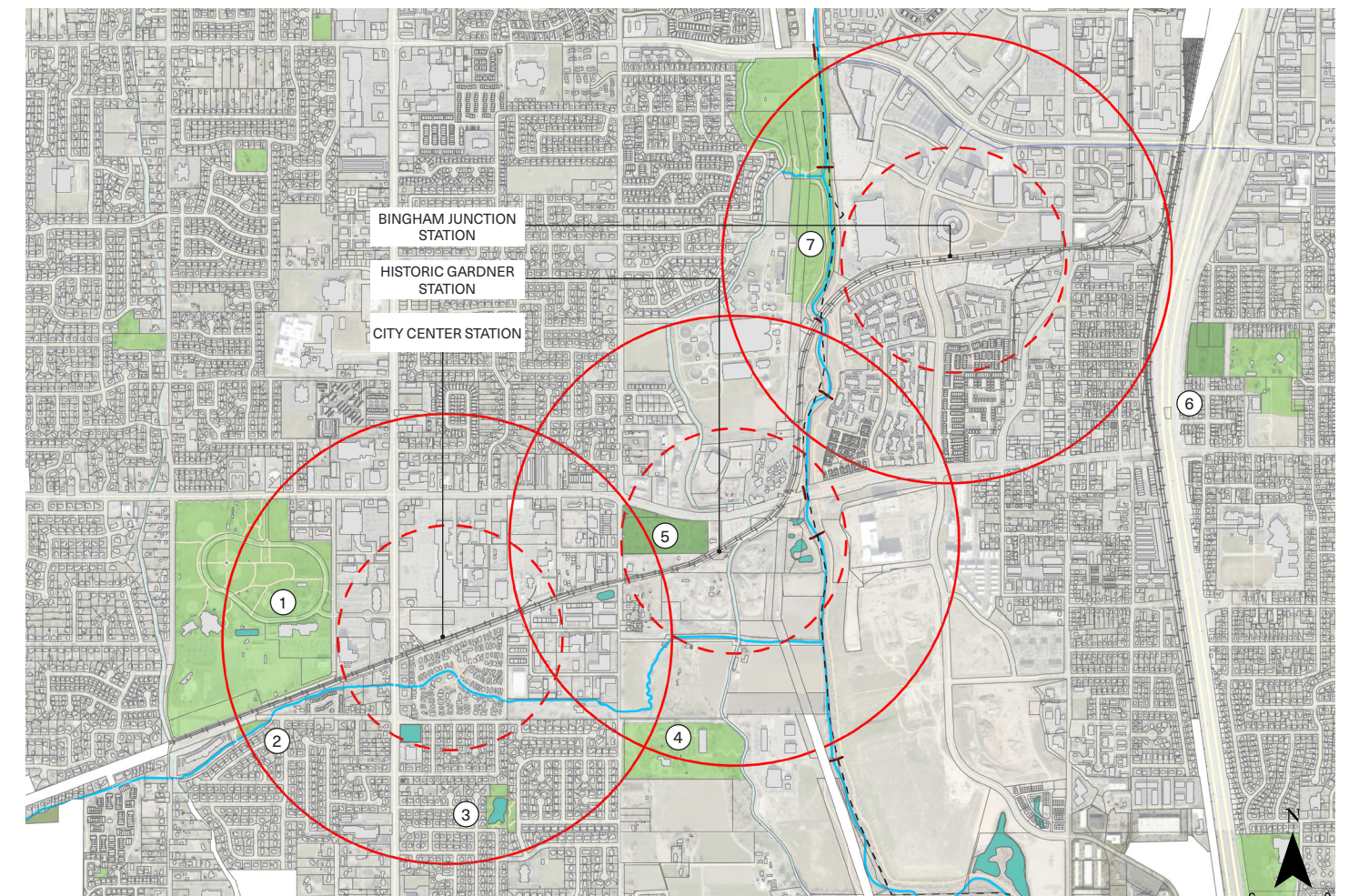


Figure 12: Environmental Conditions Analysis Map, Source: ESRI, 2022

FIGURE GROUND

A figure ground study allows us to analyze scale and intensity of development patterns around each station. For the area around Bingham Junction, we can see a more dense and smaller scale development pattern to the south with existing residential neighborhoods, and larger more disperse footprints to the north where office uses are predominant. Dispersed footprints create an environment that is less walkable and discourages pedestrian connectivity between residential areas and commercial areas.

In the area around Historic Gardner there are abundant open and agricultural spaces, with a very low density development pattern.

In the area around the City Center TRAX station, the built form is large in scale and relatively dispersed, creating an environment that is focused on cars and that is not pedestrian-friendly.

- LEGEND
- 0.5 Mile Radius
 - 0.25 Mile Radius
 - Parcel Boundary
 - Building Footprint
 - Canal
 - Stream
 - Rail Roads
 - Interstate Highways
 - State Highways

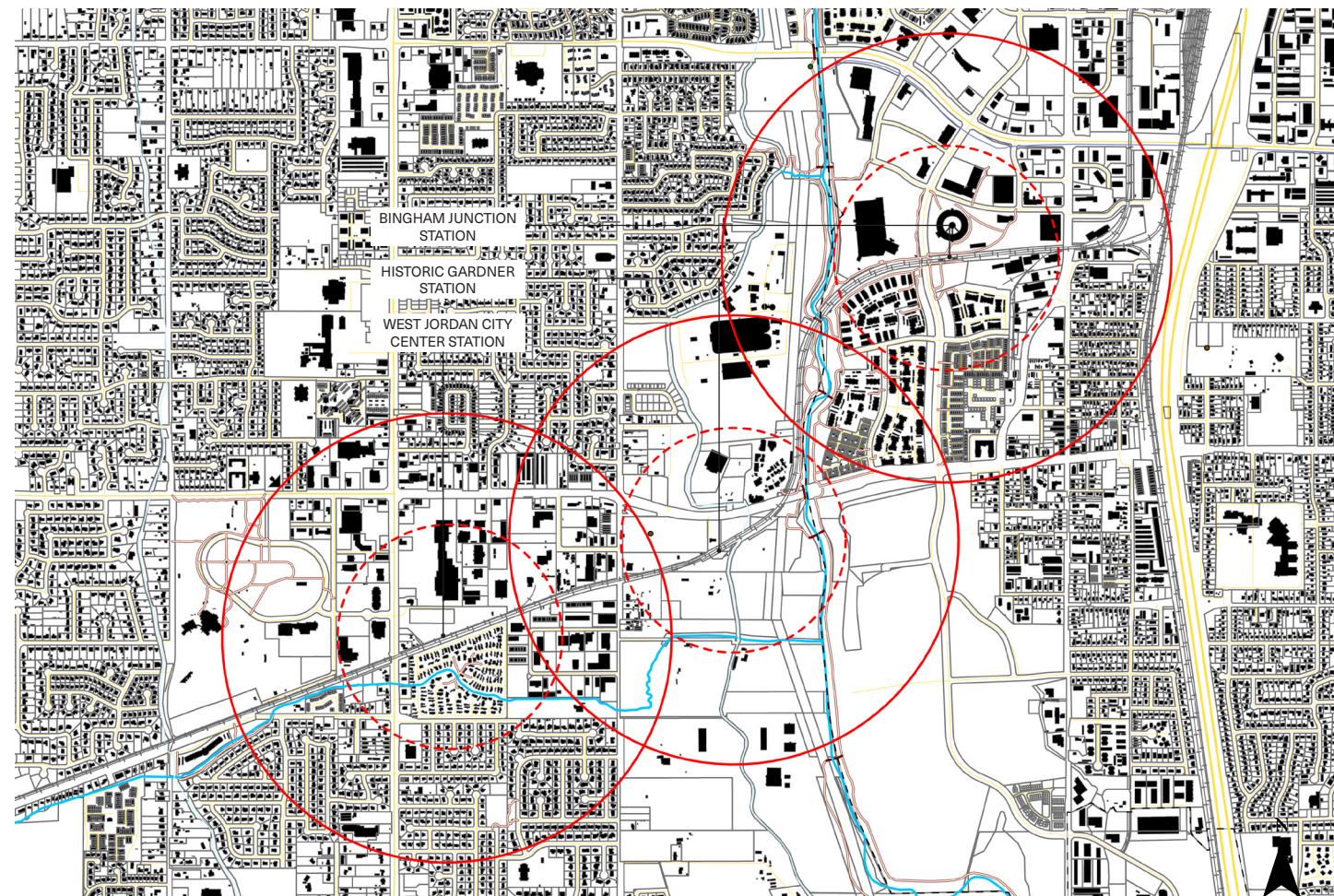


Figure 13: Figure Ground Analysis Map, Source: ESRI, 2022

PUBLIC PARCELS

The following map shows all existing publicly owned parcels in the areas around the three stations. In Midvale City, public parcels around Bingham Junction are mostly open spaces, parks, and trails.

In the area around Historic Gardner there are several vacant public parcels along the Jordan River that present an opportunity to creating a significant open space or park that could also serve as an improved access point to the Jordan River Parkway.

In City Center, there are several public parcels in use around the station, which include a large parcel owned by the Jordan School District that could present an opportunity for redevelopment and become a catalyst site for change in this area.

In all of the three stations, UTA owns parcels currently used for park and ride lots that could be re-imagined as mixed-use hubs considering the low utilization rates of these areas for parking.

- LEGEND
- 0.5 Mile Radius
 - 0.25 Mile Radius
 - Parcel Boundary
 - West Jordan Public Parcels
 - Midvale City Public Parcels
 - Interstate Highways
 - State Highways
 - Rail Roads
 - Canal
 - Stream
 - UTA Parking Lots

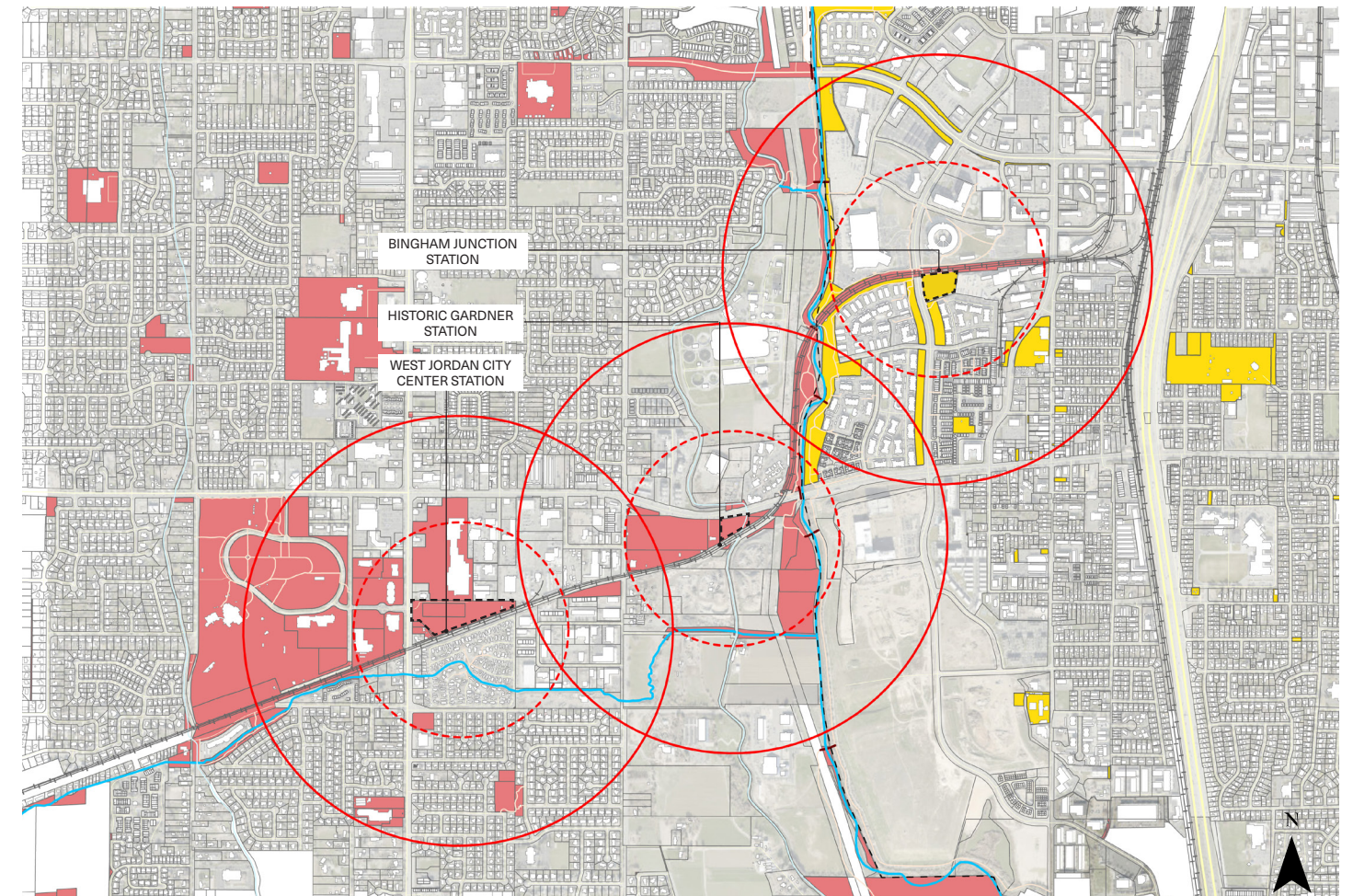


Figure 14: Public Parcels Analysis Map, Source: ESRI, 2022

PREVIOUS PLAN REVIEW

INTRODUCTION

As part of the analysis process, previous planning documents were reviewed. This helps us understand the community goals and create a framework for the Station Area Plans. Full previous plan review can be found in the Appendix.

MIDVALE CITY

MIDVALE CITY GENERAL PLAN 2016

The General Plan establishes a vision for the future of the city and serves as a policy document for decision making with development of Midvale in the next 8-10 years.

MIDVALE MAIN STREET SMALL AREA PLAN

The purpose of the Small Area Plan is to take advantage of existing opportunities to strengthen the City's economic base through the revitalization of the Main Street area. The goals of this planning document are built on City goals from the Midvale General Plan, the Redevelopment Agency, and the Economic Development Department.

MIDVALE REDEVELOPMENT AGENCY: MAIN STREET PROJECT AREA

Midvale City has a unique and historic Main Street. Because very few cities in Utah still have a historic Main Street corridor, Midvale City was seeking to improve and leverage this asset. One goal, as stated in the Midvale Main Street Small Area Plan, is to redevelop Main Street in such a way as to create a sense of place for the city. The Midvale Redevelopment Agency believes that it can support the city to develop a stronger and more defined sense of place through redeveloping the historic Main Street.

MIDVALE DOWNTOWN ARTS DISTRICT MARKET STUDY

This study determines that there was a market opportunity to create a new downtown arts district in and for the community.

WEST JORDAN CITY

WEST JORDAN CITY CENTER STATION AREA PLAN

The 2019 City Center Station Area Plan outlines a 30-year redevelopment plan for 2,200 dwelling units (30-60 gross DU/acre) and envisions the neighborhood as West Jordan's Main Street. The plan utilizes UTA's TOC principles, prioritizing walkability and bicycle access, connectivity, and mixed-use development with access to green/public spaces.

REDWOOD CORRIDOR MASTER PLAN

The 2017 Redwood Road Corridor Plan provides recommendations and strategies for improving the aesthetics, safety, and functionality of the street to attract businesses and residents and to set West Jordan City apart from other cities along the corridor. Redwood Road is a regionally significant state highway (SR-68), owned and maintained by UDOT. Due to varying land uses along the four-mile corridor, a single design concept is not appropriate along the entire corridor. The plan notes that as plans are developed for City Center TOC, it will be important to coordinate design themes with what is being planned for Redwood Road.

WEST JORDAN CITY GENERAL PLAN 2023

The General Plan update provides a long-term vision for the West Jordan City. Chapters focusing on City Center and TOC provide general guidelines for planning and design of the City Center TOC, which should exemplify a high level of urban design. Emphasis of the TSOD is on bike and pedestrian accessibility, comfort, convenience, and visual interest. Plans for this overlay should prioritize the public realm, including public art, gateways to emphasize arrival and departure, and mixed-use development.

BRIARWOOD REDEVELOPMENT PROJECT AREA PLAN

The Briarwood RDA Project Area Plan addresses an area ("Exhibit A") in transition from industrial and single-family residential, and under utilized commercial to and active commercial, office, high density residential

and mixed-use, central business district, and transit-oriented use area.

CITY CENTER PREVIOUS PLANS

Seven plans have been created for the City Center area over the last decades to explore potential redevelopment of this area. Most of these plans propose a new city core, with horizontal mixed-use including residential, commercial, and office. These previous planning efforts have not been adopted by the City.

TOD/TOC DESIGN GUIDELINES

UTA developed a policy to ensure that Transit Oriented Communities meets critical criteria. The policy outlines the 'why' and 'how' of what UTA calls Transit Oriented Communities, or TOC.

In an effort to alleviate traffic congestion, air pollution, and create safe neighborhoods for the growing population along the Wasatch Front, UTA is investing heavily in TOC. These developments are designed to prioritize active transportation, such as walking and biking versus the automobile. This is in direct contrast to the standard American suburban neighborhood, which is designed to accommodate cars with wide roads, driveways, and parking. UTA intends to build places for locals to live that are walkable. A variety of housing types and price points will accommodate people of all ages and stages of life, from young newlyweds to grandparents looking to downsize.

TOC near existing communities offers housing options for people who want to remain in their neighborhood but may want a different lifestyle.

"Existing auto-oriented light industrial uses don't support a walkable mixed-use city center area."

West Jordan City Center Station Area Plan

DEMOGRAPHIC, HOUSING & MARKET OBSERVATIONS AND RECOMMENDATIONS

West Jordan and Midvale have both experienced growth since 2010. Growth within these areas is projected to continue and will require a thoughtful and strategic approach to the station area plans to provide suitable housing and amenities to support a growing population. The following section summarizes observations and recommendations from this existing conditions analysis and provides recommendations for how West Jordan and Midvale may respond to demographic shifts, housing needs, and real estate opportunities. Full analysis can be found in the Appendix.

DEMOGRAPHICS:

- Both West Jordan and Midvale's populations are projected to continue growing. Population growth is impacting both cities and there are opportunities at all stations to accommodate growth.
- The median age for both West Jordan and Midvale are in the early 30's between the ages of 30.5 and 33. Combining these ages with the growing household rates and household sizes (3.31 for West Jordan, 2.48 for Midvale), it can be interpreted that both areas are currently home to a significant population of households with children. Based on the future growth rates, and examining the growth rates around the station areas, options to expand housing in both West Jordan and Midvale should be considered.
- West Jordan has a significantly higher median household income (\$89,967) than Midvale (\$67,373). West Jordan also has a higher income when compared to Salt Lake County. West Jordan, Midvale, and all three station areas are forecasted for an increase in the median household income in the next five years.
- Both West Jordan and Midvale do not experience increases in daytime population, which may indicate residents commute outside of these cities for work. Station area plans should explore options to add retail and employment opportunities to increase the daytime population and people coming into these areas for work.

HOUSING:

- West Jordan's housing stock is predominantly single-family homes (81%) while Midvale is more balanced on single (49.2%) to multi-family housing stock (51.8%).
- 74.4% of West Jordan's housing units are owner occupied versus Midvale which is 41.9%. Midvale's housing is composed of 58.1% rentals while West Jordan only has 25.6%. Based on these observations, there is a need for more rental housing, especially in the West Jordan area. Rental housing options should consider adding studio, 1-bedroom, and 2-bedroom units.

MODERATE INCOME HOUSING:

- West Jordan's housing stock is predominantly single-family homes today, making it difficult for moderate income housing. West Jordan predicts a demand of 2,586 dwelling units to fulfill the moderate-income housing need. With the progress that has been made so far, there is still significant need for low-income households in the 50-80% AMI range.
- Midvale's housing stock is multi-family rental housing due to being a transition city, meaning people are generally only there for a period of time and leave due to larger income, family, etc. Because of this, home values are lower than the county, but there is still a need for affordable housing.

REAL ESTATE

- Retail performs well in both West Jordan and Midvale, with nearly all square footage currently under lease. It is highly advisable that future development on the station area plans include retail space, either as standalone or mixed with residential uses.
- Office performs better in West Jordan than Midvale based on vacancy and absorption rates. However, due to Council wanting to move towards mixed-use development at the station areas, Midvale will include office use to balance residential.





PROCESS AND COMMUNITY ENGAGEMENT

SUMMARY OF COMMUNITY ENGAGEMENT

Community input is a valuable tool that increases our understanding of issues and empowers the community to have a say over what the future of the three station areas will look like. The Community Engagement Plan for the Station Area Plan outlined a three-step process that engaged city leaders, staff, and key stakeholders to identify priorities and then gained public input on potential scenarios to inform the best plan for each station area.

The Design Workshop team developed a Community Engagement Plan that included detailed guidance on public outreach, engagement tools and methods, and the preparation of a stakeholder matrix. As part of this, the team worked with City staff to categorize the groups and individuals that would be identified as key stakeholders that should be engaged in the process. Per HB462 requirements, these groups, at a minimum, included UDOT, impacted landowners, business leaders, neighbors, and other interested parties. Discussion of these stakeholders began with the strategic kickoff meeting, which identified the optimum role for these groups within the project.

The final community engagement process included Stakeholder meetings, one-on-one City Council meetings, two Design Charrettes, two online surveys, a project StoryMap page, and two Open Houses that were held both in West Jordan and Midvale City.

Information about project progress, upcoming meetings, and survey links were shared through existing communications channels to reach constituents. This included municipal websites, social media feeds, newsletters, utility bills, school district emails, City Council/Planning Commission meetings, local publications, and media advisories to statewide media outlets.

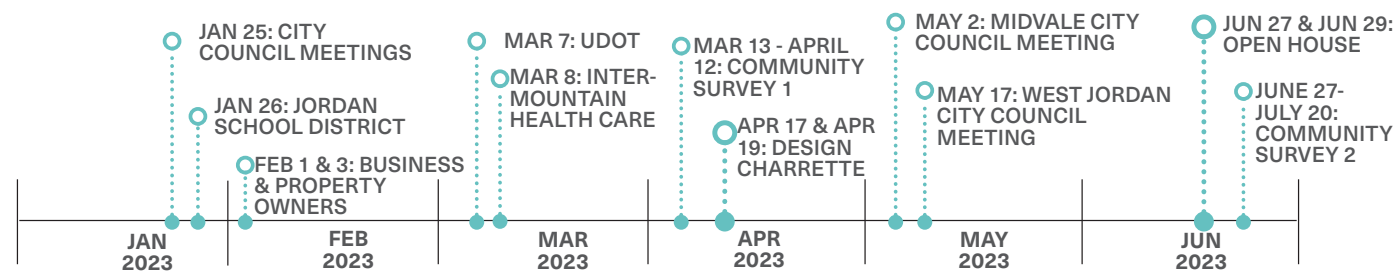


Figure 15: Community Engagement Timeline

STAKEHOLDER MEETINGS

KEY FINDINGS

Stakeholder meetings were held at the beginning of the project between January and March of 2023 and included key representatives for both West Jordan and Midvale City. Meetings were held in-person and online with representatives from the project team and facilitated by Design Workshop and David Evans & Associates. Each meeting included a project overview, review of goals, and critical success factors (CSFs).

Some of the key takeaways from these meetings included the opportunity to “brand” each station in a different way, creating recognizable identities, and celebrating their unique assets. At the same time, the need was

discussed to understand the three stations as a system, especially related to mobility and connections between the areas.

Key opportunities that were identified for Bingham Junction included small local businesses and a walkable mixed-use district so people have things to do near the existing neighborhoods.

Historic Gardner was seen as an opportunity to expand park space next to the Jordan River Parkway, improve regional access to this trail system, and improve connectivity and relationship with Gardner Village. The desire to preserve and celebrate the agricultural character of the area was also discussed.

City Center was envisioned as a cultural hub with shopping, dining, and entertainment options with safe bike and pedestrian connections to Veterans Memorial Park, reflecting the desire to move away from a bedroom community and become a vibrant and active place.

The potential relocation of some of the Jordan School District activities in the area was discussed as an opportunity to allow for a large redevelopment parcel in the core of City Center and right next to the TRAX station.

JANUARY 25, 2023: MEETING #1- WEST JORDAN CITY COUNCIL

- One Critical Success Factor that emerged early in the conversation was the need to engage City Council from the beginning of the process. Six station area plans have been created in recent years for City Center, and in order for this one to be approved, council needs the opportunity to have input at key milestones.
- There are ongoing infrastructure projects, including improving pedestrian access to Jordan River and along Redwood Road, that need to be considered during this process. Financial realities and funding mechanisms are an important factor in any recommendations. Emphasis was placed on public-private partnerships and that HTRZ funding would only cover a portion of what is needed.

- The vehicle bridge over the Jordan River at 7800 South is nearing the end of its life cycle and needs to be replaced soon.
- Council understands the importance of developing a truly mixed-use neighborhood and not just a train station. They envision West Jordan as more than a bedroom community, but a place that attracts people. Creating a sense of place and multiple destinations is vital to the success and to avoid a “cookie cutter” aesthetic and feel. The proposed plan should help the entire community. Potential resident concerns include not wanting high density residential, an increase in traffic, lack of east/west connections in the area, and wanting a downtown area that is high scale and a destination. Population growth and related impacts were also mentioned.
- Another important factor was the relocation of the school district administrative buildings. They cannot take a financial hit and must be able to move in as soon as construction is completed.

JANUARY 25, 2023: MEETING #2: MIDVALE CITY COUNCIL

- The morning meeting with Midvale City Council established two CSFs: connecting Midvale Civic complex to Bingham Junction station and including clear metrics around housing units, economic impacts, and connectivity. A key theme was lack of connectivity between stations and east/west across town. While the transit lines are effective at connecting Midvale with other cities, they are not very good at connecting Midvale itself. There is fear of traffic congestion with new development.
- Key opportunities include small local businesses and a walkable mixed-use district so people have things to do near where they live, especially in the evenings. There are potential opportunities for incentivizing transit use by Overstock and BHG employees, however they have not seen daytime populations back to where they were before the pandemic. There is opportunity to “brand” each station and create identities for each through art and new names, potentially creating art districts around the stations. Similar to West Jordan, there was a desire to avoid the cookie cutter aesthetic of many modern development projects by extending the character and style of Main Street to the TOC. The city is currently



Figure 16: Community Meetings

working with UTA to agree on a pass system for Midvale residents (50% off).

- Synergy between the Midvale Main Street Urban Design project that focuses on streetscape improvements to Main Street and the station area projects is key. It will be important that the public understands the connection between the two projects. Midvale is changing and growing and the City wants new residents to be a part of the evolution.

JANUARY 25, 2023: MEETING #3: MIDVALE CITY COUNCIL

- There was discussion around the notion that Midvale is not a walkable community and residents rely on cars to get around. This leads to parking issues with new development. A recent development (MODA) charges for parking, resulting in many people parking on the street to avoid paying. Snow removal is becoming an issue as well since the city lacks snow storage area. Requirements in the plan can prevent the parking issues from exacerbating.
- The City was interested in more for-sale properties to avoid the deferred maintenance and upkeep that is

common at rental properties. There was a “missing middle” housing problem to be addressed.

- There is a desire to have places for people to congregate; variety in public spaces, third places, etc. There is also an opportunity to connect people to and across the Jordan River.

JANUARY 26, 2023: JORDAN SCHOOL DISTRICT

- Potential redevelopment of the Jordan School District parcel was discussed as a potential catalyst for the City Center station area. The Jordan School District is an open and willing partner; they do not want to be an obstacle to the project’s success. However, they do not have funding to move and do not feel they can ask taxpayers to cover the costs of moving administrative offices. Any relocation cannot interfere with district operations. The district identified one major CSF: ensure that communications and messaging are coordinated. They suggested that communications should include an operations discussion as a design charrette, large employer survey to gain input on UTA ridership and barriers, and public information to staff and community. UTA

was identified as a critical partner and would like to include them in future meetings.

- The Jordan School District is not currently looking at alternative locations and is open to discussion. They have deferred maintenance on the existing building due to the potential relocation.

FEBRUARY 1 & 3, 2023: BUSINESS AND PROPERTY OWNER STAKEHOLDER MEETING

- A key theme from this meeting for Bingham Junction was creating bike and pedestrian connectivity, increasing opportunities for employment, and mixed-use development (specifically for-sale multi-family housing). There is a desire for more retail and dining options, but fear of traffic congestion. The suggestion was made to provide a shuttle service. Midvale has attracted a lot of employment opportunities in recent years, but they are disconnected from transit.
- Historic Gardner was seen as an opportunity to expand park space to the Jordan River Parkway and improve connectivity and relationship with Gardner Village. Most of the multi-family housing in the area is near the station, so there was a sense that more is not needed. The long-term vision is for regional access to the Jordan River Trail and a vibrant shopping and dining destination.
- City Center was envisioned as a cultural hub with shopping, dining, and entertainment options. Creating safe bike and pedestrian connections to Veterans Memorial Park was seen as a critical success factor and stakeholders want to see a “true downtown center.” Key concerns for the project include relocating the Jordan School District offices, a growing population of people experiencing homelessness, and lack of safety. There may be planning fatigue as this is the 7th plan for City Center. Previous plans showed new development on existing structures.

COMMUNITY SURVEY 1

The public survey, open from March 13 to April 12, 2023, was advertised by West Jordan, Midvale, WFRC, and UTA through existing channels. The survey was hosted by Design Workshop on Qualtrics and accessible through the project website.

The survey received over 400 responses and helped establish a baseline of data to support planning efforts for the 1/2-mile radius surrounding the City Center, Bingham Junction, and Historic Gardner TRAX stations. It was available in English and Spanish and all responses were voluntary and anonymous. This helped the planning team understand the needs and desires of residents and TRAX customers.

KEY FINDINGS

Some of the key findings from the online survey were:

BINGHAM JUNCTION

For the Bingham Junction station, most people either shopped or lived within the station area.

Respondents identified a lack of walkability and missing connections to Midvale Main Street as two of the largest challenges facing the station, while the potential for restaurants, cafes and retail, pedestrian and biking connections and green space were identified to be the greatest opportunities for the area. Safety, affordability, and accessibility appeared as some of the top concerns identified by the respondents, while transit, open space, trails, and additional retail were identified as the main hopes for the future of the station.

HISTORIC GARDNER

For the Historic Gardner station, most people said they visited the area for shopping, eating out, entertainment, or cultural activities.

Respondents identified the pedestrian crossing at 7800 S as the largest challenge in the station area. They also identified enhancing biking and pedestrian connections to Gardner Village and expanding park space along the Jordan River Trail to be the greatest opportunities for the area.

Safety and traffic appeared as some of the top concerns for the area, while accessibility, crosswalks, and creating a destination were some of the greatest hopes of respondents.

CITY CENTER

For the City Center station area most respondents said they either lived, commuted, or shopped in the area.

Respondents called attention to the difficulty of crossing Redwood Road and the lack of amenities and retail as the largest challenge facing the station. They also identified the greatest opportunities for the station area as adding restaurants, cafes and retail, and the addition of for-sale multi-family housing.

Safety, eyesore, and crime were some of the words describing the greatest challenges identified for the area while destination, community and retail were some of the greatest hopes of respondents.

Finally, respondents emphasized the need to create a sense of place as a key concept.

SURVEY RESULTS

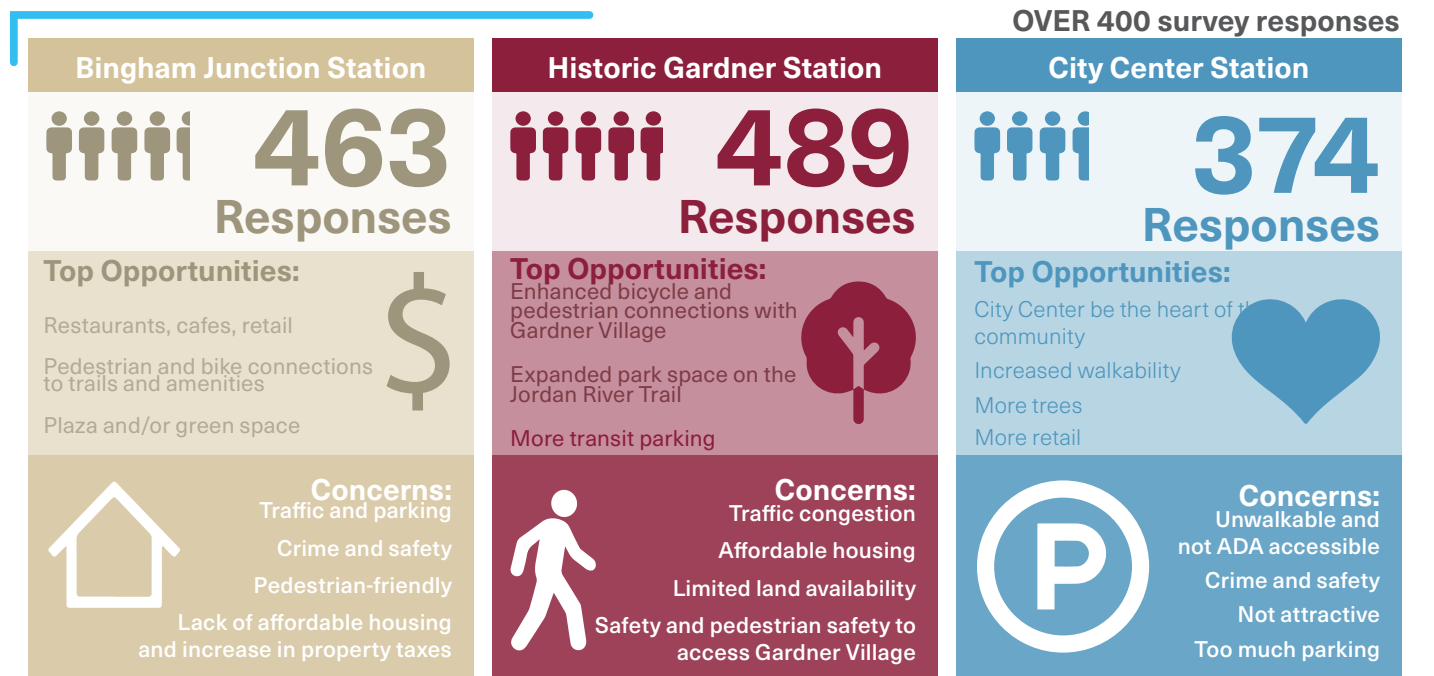


Figure 17: Survey Results Summary



Figure 18: Heat Map of Respondents

COMMUNITY SURVEY 2

The second public survey was open from June 27 to July 20, 2023, and received over 180 responses. The focus of the survey was to understand what where the preferred design strategies for each one of the three stations and get community feedback to prepare a final preferred alternative.

KEY FINDINGS

From the “Big Ideas” presented for each station area, people chose the following:

BINGHAM JUNCTION

- A new pedestrian bridge that connects to Midvale Main Street and helps cross the existing rail spur.
- Improved overall trail connections.
- Incorporate new mixed-use development with a higher density residential focus in the current UTA property next to the station.

HISTORIC GARDNER

- Improved access to the Jordan River Parkway.
- Create a new regional park and amphitheater by the river.
- Consider future agriculture focused residential development on the periphery south of the TRAX station.

CITY CENTER

- A restaurant row that connects the TRAX station with 7800 S.
- A pedestrian bridge over Redwood Road that can connect to City Hall and the Veteran's Memorial Park.
- A new festival park.
- An iconic family destination at the corner of Redwood Road and the TRAX line.

SURVEY RESULTS

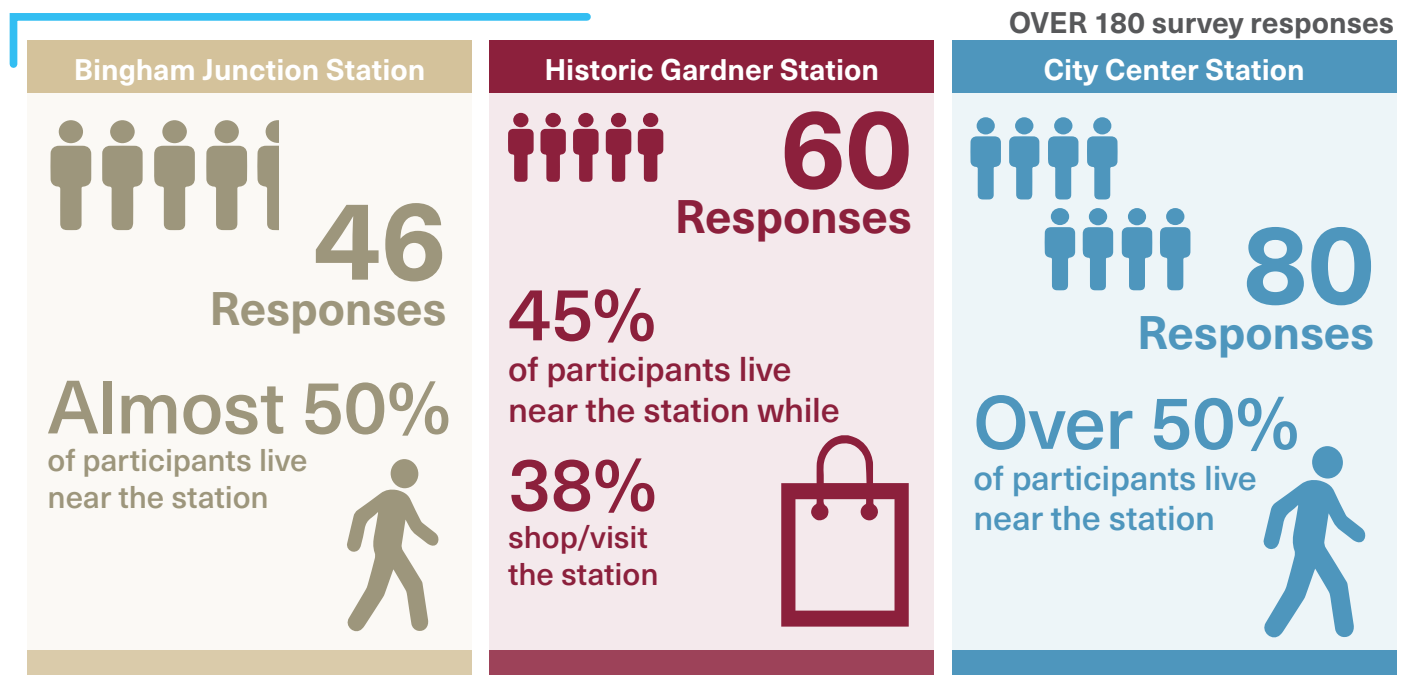


Figure 19: Survey Result Summary

DESIGN CHARRETTES

The project team hosted two days of charrettes for the West Jordan and Midvale Station Area Plan on April 17 (West Jordan) and April 19 (Midvale) to provide stakeholders an opportunity to work together, generate ideas and identify conflicts in the SAP areas.

Recruitment for meeting participation occurred through in-person canvassing, emails, and phone calls. The meetings coincided with the end of the public survey period closing. The West Jordan charrette was attended by nearly 30 people and 15 participants attended the charrette for Midvale. A summary of each meeting follows.

APRIL 17, 2023 - WEST JORDAN CITY

- The West Jordan charrette focused on the City Center and Historic Gardner Station and was held at the Pioneer Hall in West Jordan. Approximately 30 attendees were present between the morning and afternoon sessions.
- Design Workshop provided an overview presentation detailing the station area planning process and initial concepts were presented. Meeting attendees were then asked to break off into groups to collaborate, make modifications, express concerns, and otherwise provide input about the two station areas. One table was dedicated to the Historic Gardner station area and two tables focused on the City Center station area. At the end of the charrette, new concepts were created and presented in the afternoon session.
- During a working lunch, comments were implemented into new concepts. Those attending the afternoon session (approximately 15 including staff) were introduced to the concept again, shown results of an online survey, along with the comments from the earlier group. The new renderings were displayed to the group and no new comments were received.

APRIL 19, 2023 - MIDVALE CITY

- The project team, Midvale City, WFRC, UDOT, and UTA staff met with community members and business owners to go over maps of the area around the Bingham Junction station area to identify possible solutions and wishes for creating more integrated, walkable, and livable transportation hubs. After a brief overview participants split into three work groups and began to identify, map ideas, and generate designs that allow for shared community space, school student safety, bus/bike routes, and landscaping for the surrounding area sites. Major themes included business access, bus mobility, student/pedestrian safety, public gathering space, skybridge or protected crosswalks, rail spur removal review, bike paths, and connectivity to surrounding stations.
- Design Workshop provided an overview presentation detailing the station area planning process and initial concepts were presented.



Figure 20: Design Charrette



Figure 21: Ideation Sketch | Design Charrette, West Jordan City Center Station

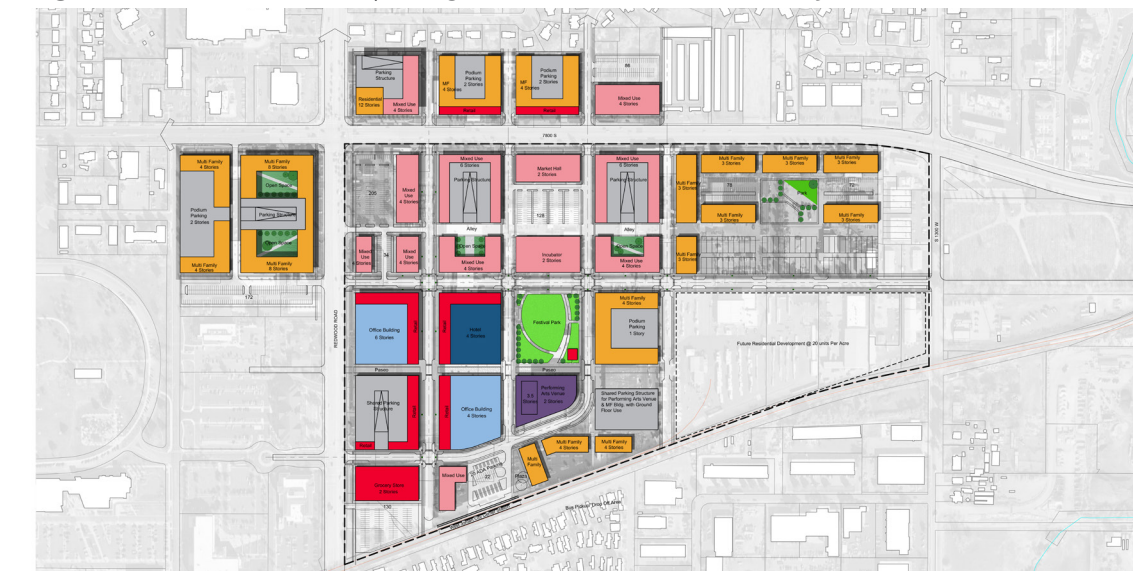


Figure 22: Conceptual Diagram | Design Charrette, West Jordan City Center Station

OPEN HOUSE

The project team hosted two days of open houses for the West Jordan and Midvale Station Area Plan on June 27 (Midvale) and June 29 (West Jordan) to inform the public on our design process and get initial reactions and feedback. Site plans and precedent imagery were shared to illustrate the concepts for each station area. Recruitment for meeting participation occurred through in-person canvassing, emails, and phone calls. The Midvale Open House had 14 attendees while the West Jordan open house had 23 attendees. A summary of each open house follows.

JUNE 27, 2023 – MIDVALE CITY

- The Midvale City Open House displayed all three station area plans, where 14 attendees were present. The Mayor and a City Council Member of Midvale were also present.
- On display were an overview of the presentation detailed existing conditions of each station area, the planning process, and initial concepts. Open House attendees were asked to give feedback through discussion with the project team (West Jordan, Midvale, UTA, UDOT, and WFRC) as well as circle their top choices for concepts on a handout with precedent imagery. At the end of the Open House, attendees were asked to give in the handouts and write any additional feedback or comments for the project team to review.
- Overall takeaways from the Midvale Open House included majority of attendees were from the neighborhoods west of the Bingham Junction station. Their main concerns they would like the station area plan to address include safe connections to Main Street from a traffic speed and parking perspective, rail line access, vagrants, and nuisance related issues (i.e., trash and graffiti).

JUNE 29, 2023 – CITY OF WEST JORDAN

- The entire project team of Design Workshop, West Jordan, WFRC, UDOT, Midvale, and UTA met with the public during the West Jordan Open House. The Mayor and members of City Council of West Jordan were also in attendance.
- Like the Midvale Open House, the West Jordan Open House displayed all three station area plans, as well as boards on the process and existing conditions. The 23 attendees were also able to give direct feedback via discussion with the project team as well as comments on the precedent imagery handouts.
- Overall takeaways from the West Jordan Open House were attendees had concerns with growth, development, high density, and traffic controls for all three station area plans. For Historic Gardner Station, there was concern about how the development will fit in with the character of Gardner Village. The Motorcycle Club, which operates lessons out of the City Center Station area, voiced their concern if the lots are developed, and the need for a future location to host motorcycle lessons.



Figure 24: Public Engagement | Open House



Figure 25: Public Engagement | Open House



Figure 26: Public Engagement | Open House



RECOMMENDATIONS

PROCESS DEVELOPMENT

INTRODUCTION

During the project development process, and after hearing from the community on overall vision and goals, our team prepared two conceptual alternatives for each station that showed different options for land uses, connectivity, density, and open spaces. These alternatives were shared with the public through the online survey, and with that feedback a preferred alternative for each station was developed.

PREFERRED SITE CONCEPT

The preferred concepts for each off the station areas include recommendations on land uses, massing, density, heights, open spaces, and circulation. Each of these concepts is shown in more detail in the following pages and are the framework to work on implementation strategies that will initiate change in the near future.

BINGHAM JUNCTION STATION - SITE CONCEPT

The preferred concept for the Bingham Junction station area focuses on incorporating new mixed-use development around the station and establishing connections to Midvale Main Street. It also explores the potential of incorporating a multi-use trail along the TRAX line on UTA right-of-way that would bridge over 700 W and connect with a proposed sidewalk north of City Hall. Tuscany View Road extends across 700 W to Main Street, creating a new vehicular and pedestrian connection to the station area and surrounding amenities. A new transit plaza is proposed south of the station, that could be framed by retail and restaurants in the first floor of the new mixed-use building creating a new accessible and active space in the area. The Bingham Junction station area also has the capacity to meet HRTZ affordable housing requirements.

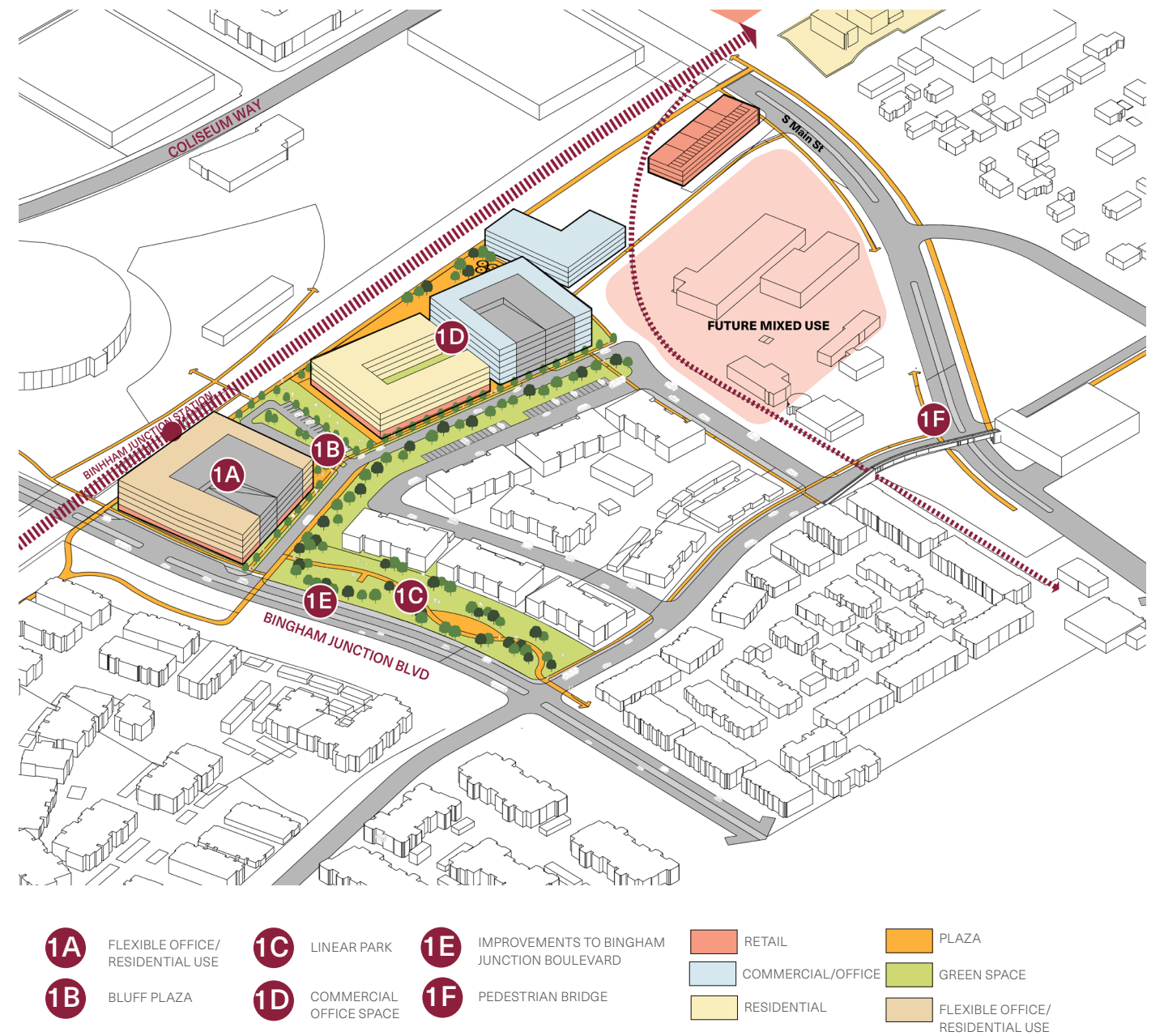


Figure 27: Preferred Concept | Bingham Junction Station

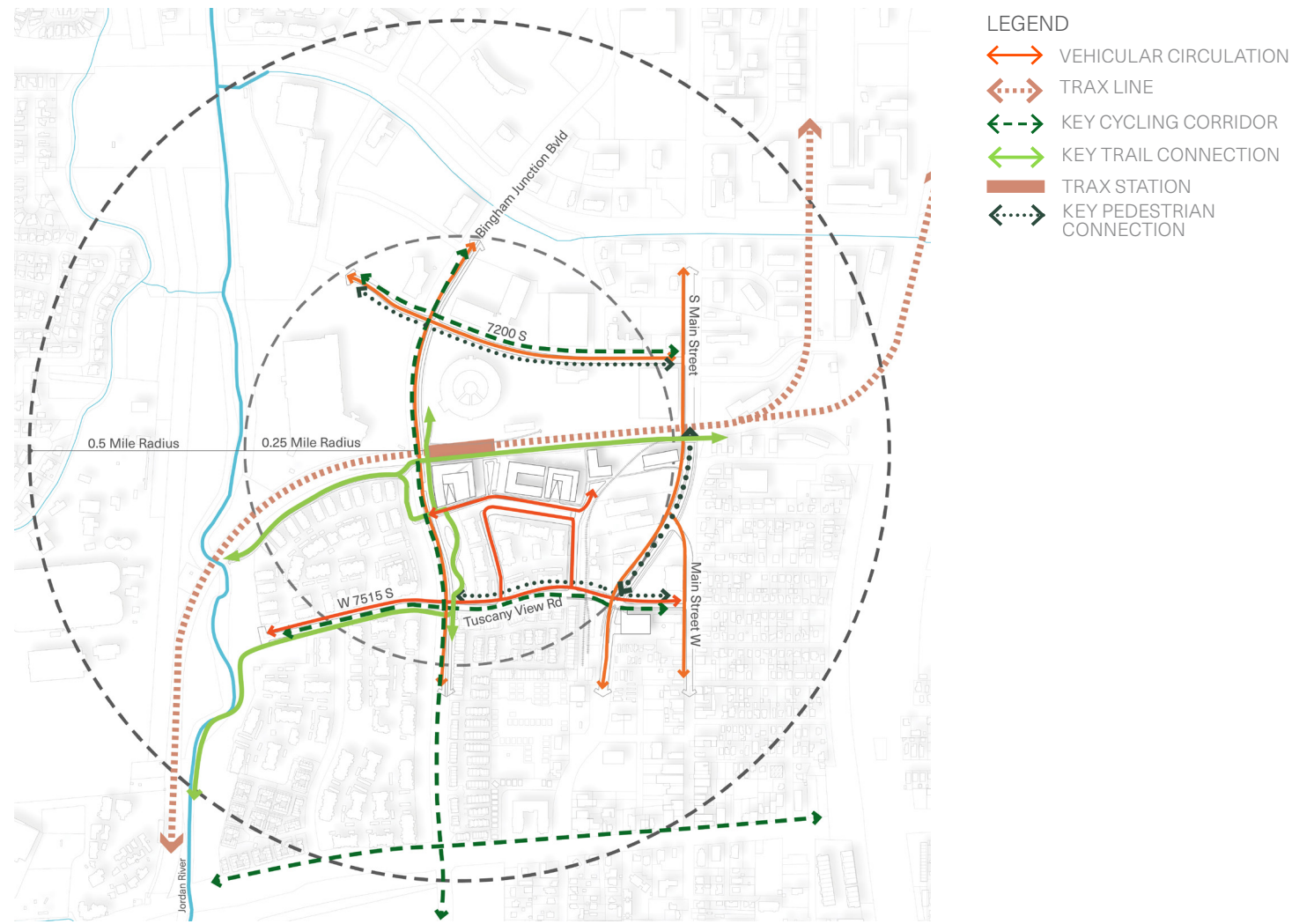


Figure 28: Circulation Diagram

CIRCULATION DIAGRAM

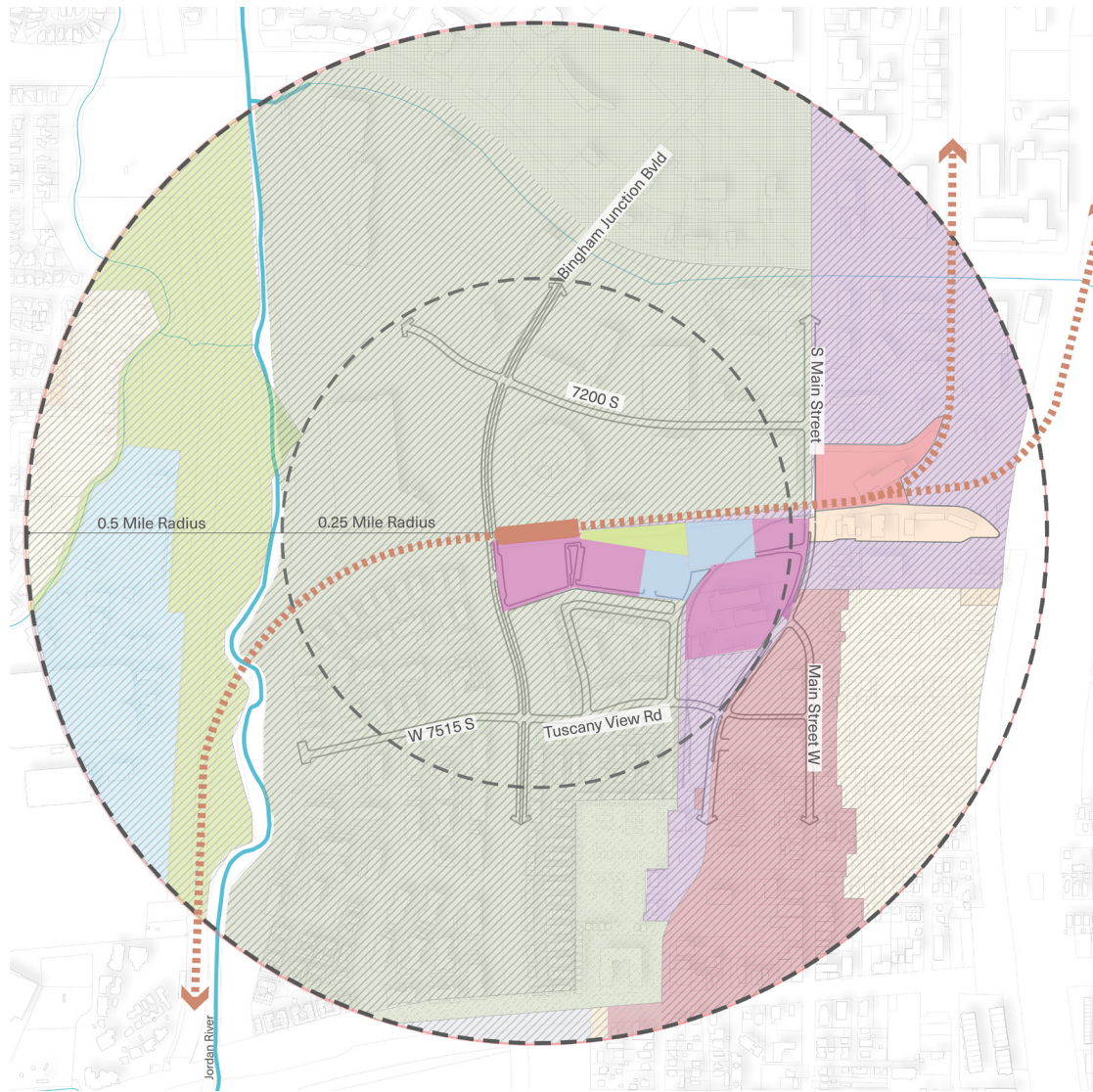
The preferred concept for the Bingham Junction station area focuses on establishing connections to Midvale Main Street, the Jordan River Parkway, and surrounding neighborhoods by providing designated bike lanes and new pedestrian connections. It explores the potential of incorporating a multi-use trail along the TRAX line on UTA right-of-way that would bridge over 700 W and connect with a proposed sidewalk north of City Hall. A proposed trail running north-south connects the Bingham Junction station to the existing Jordan River Parkway trail and also to the proposed linear park. Tuscany View Road is extended to 700 W and Main Street, creating a new vehicular and pedestrian connection to the station area and surrounding amenities. A key cycling corridor is proposed along Tuscany View Road and W 7515 S that connects Main Street to the Jordan River. A cycling corridor is also proposed along the Bingham Junction Boulevard.



Figure 29: Public Realm/Open Space Diagram

PUBLIC REALM/OPEN SPACE DIAGRAM

A connected system of open spaces around the Bingham Junction station is intended to create more green areas and spaces for the people to gather and connect. A bluff plaza is proposed south of the TRAX line connecting the employment center with the station. A station plaza is proposed next to the mixed-use infill development, creating a new public space by the station that can be activated by surrounding retail and dining. The green space south of the station is proposed to become an active park with amenities for residents and people working in the area.



LAND USE DIAGRAM

The proposed land uses at Bingham Junction focus on office and employment, some mixed-use on the UTA property, and a new multifamily residential area to the east. They also include future mixed-use along S 700 W.

Figure 30: Land Use Diagram

LEGEND

EXISTING ZONING

- WEST JORDAN - LOW DENSITY RESIDENTIAL
- WEST JORDAN - PARK AND OPEN LAND
- WEST JORDAN - PUBLIC FACILITIES
- MIDVALE - SINGLE FAMILY (SF-2)
- MIDVALE - RESIDENTIAL MULTI-FAMILY (RM-12)
- MIDVALE - CLEAN INDUSTRIAL (CI)
- MIDVALE - HISTORICAL COMMERCIAL (HC)
- MIDVALE - BINGHAM JUNCTION (BJ)
- MIDVALE - THE JUNCTION AT MIDVALE OVERLAY
- MIDVALE - RIVER WALK OVERLAY (RWO)
- MIDVALE - JORDAN BLUFFS (JB)

PROPOSED LAND USE

- MEDIUM DENSITY RESIDENTIAL
- MIXED-USE
- OFFICE
- COMMERCIAL
- PARK/OPEN SPACE



Figure 31: Bingham Junction Boulevard at the TRAX crossing, Looking North



Figure 32: 700 West/Holden Street at Tuscany View, Looking South

ADDRESSING HB462 AFFORDABLE HOUSING GOALS

The best opportunity to ensure the provision of affordable housing at the Bingham Junction station lies in the UTA property. The size of a development project here should strive to meet a 20% affordable share while allowing for economic diversity. Although this residential density percentage will not qualify the City to apply for HTRZ funding, this is a good baseline that the City should consider as a requirement for affordable housing in any residential projects proposed within the study area.

Proposed Density (du/ ac)	Proposed Residential (%)
35	50

HISTORIC GARDNER STATION - SITE CONCEPT

The proposed concept for the Historic Gardner station area celebrates the smaller scale and agricultural character of surrounding properties and creates a new regional park and access point to the Jordan River Parkway. The concept shows a future extension of the cemetery, and a potential building addition north of Pioneer Hall creating a central plaza space that connects these two buildings and allows more direct access to the station area. The preferred concept shows potential clustered residential development on the southern side of the station with an agricultural focus and densities ranging from 2 to 5 du/ acre. A multifamily building is proposed on UTA property reducing the size of the existing park and ride parking lot. A new road is proposed in the south connecting 1300 W with the regional park and a proposed future outdoor events venue (amphitheater).



- | | | | | |
|--|---|----------------------|-------------|-------------------------------|
| 1A PIONEER HALL PLAZA | 1C REGIONAL PARK & ACTIVE USES | ----- WALKING RADIUS | GREEN SPACE | PLAZA |
| 1B ACCESS TO JORDAN RIVER PARKWAY | 1D AGRICULTURE BASED RESIDENTIAL | EVENTS | RESIDENTIAL | AGRICULTURE BASED RESIDENTIAL |

Figure 33: Preferred Concept | Historic Gardner Station



Figure 34: Circulation Diagram

CIRCULATION DIAGRAM

The proposed concept for the Historic Gardner station area celebrates the smaller scale and agricultural character of surrounding properties, focusing on creating a better pedestrian connection to Gardner Village to the north and new trail connections to the east and south. It also includes improved pedestrian connections along 7800 South between West Jordan and Midvale, especially crossing the Jordan River. A new road is also proposed in the south connecting 1300 W with the future regional park and outdoor events venue (amphitheater).



Figure 35: Public Realm/Open Space Diagram

PUBLIC REALM/OPEN SPACE DIAGRAM

The preferred concept focuses on taking advantage of publicly owned properties along the Jordan River and creating a large regional park with amenities that will become a destination for the area. A future extension of the cemetery is proposed to the south of the existing West Jordan City Center Cemetery and a central plaza space is proposed next to Pioneer Hall to celebrate this historic building and allow for better connections with the TRAX station.

The proposed regional park will include an outdoor events venue (amphitheater), trails and pathways, active use areas, storm water management elements, and access to Jordan River Parkway.

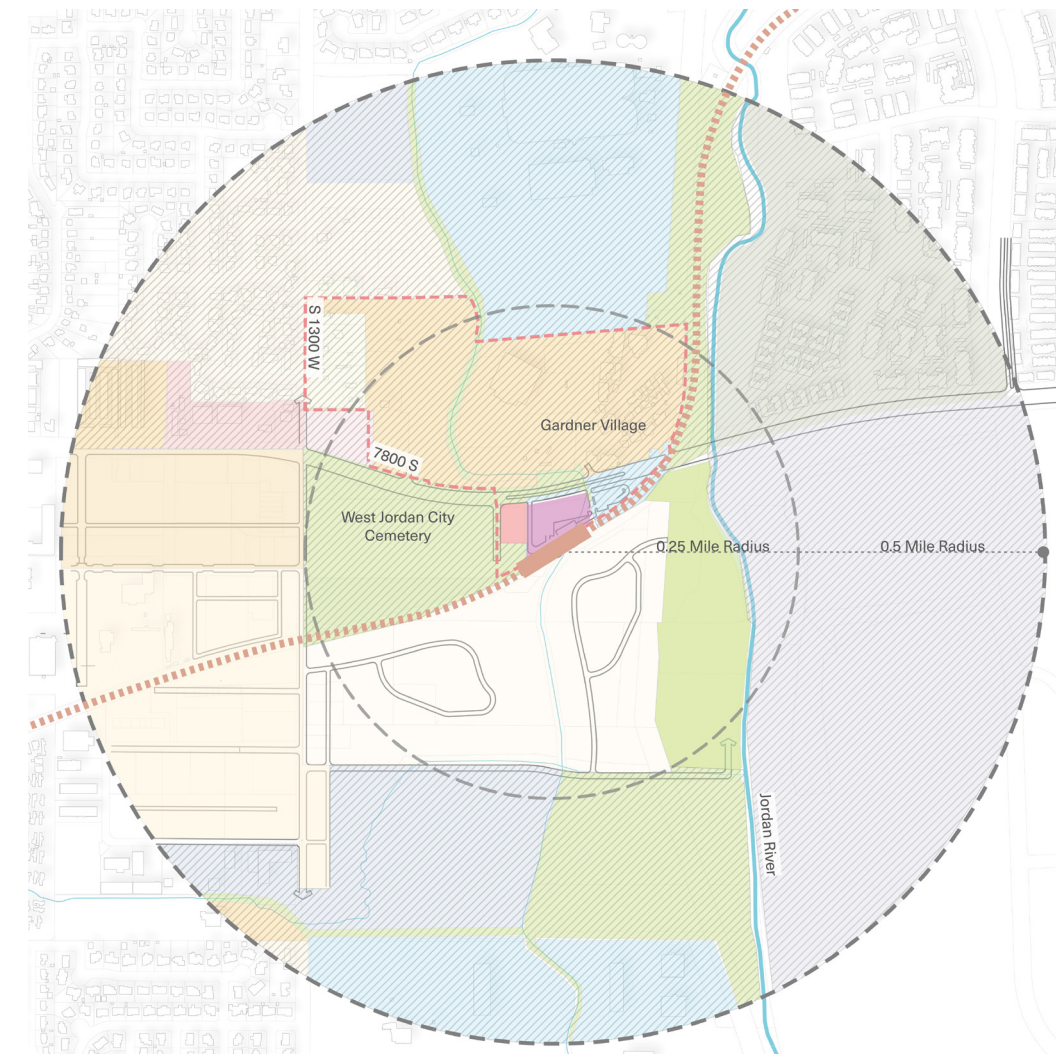
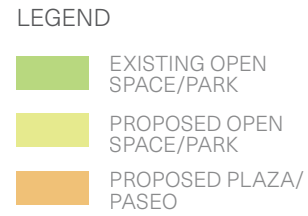
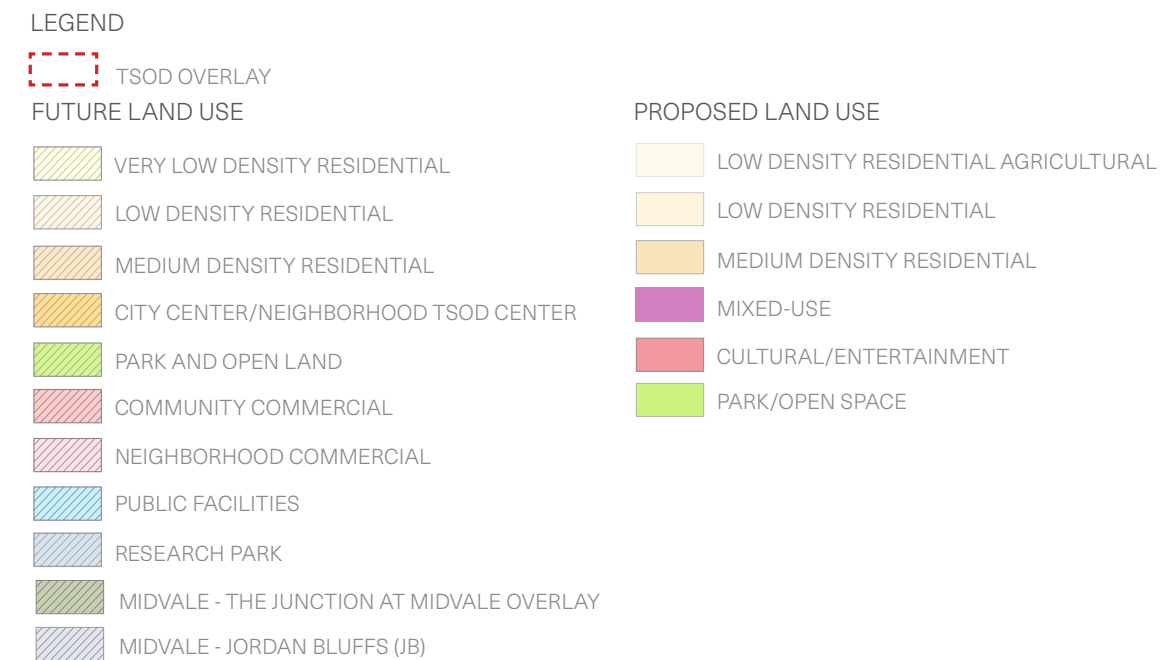


Figure 36: Land Use Diagram



LAND USE DIAGRAM

The area adjacent to the Historic Gardner TRAX station, where the current park-and-ride is located, is proposed as mixed-use development with multi-family residential. The area south of the station is seen as low density residential agricultural, in the form of clustered development surrounded by productive agricultural uses. This will help bring more residents to the area while preserving and celebrating the agricultural character.

New green spaces are also proposed as future land uses for the area.



Figure 37: 7800 South at Historic Gardner Village, Looking West

ADDRESSING HB462 AFFORDABLE HOUSING GOALS

The UTA property at the Historic Gardner station provides an opportunity to reposition under-utilized parking spaces into affordable housing. Given the small size of the potential development area, housing on the site should strive to reach a minimum of 10% affordable. More affordable housing could be considered on the parcels west of 1300 W, although these totals combined would not allow this station area alone to qualify for HTRZ funding. As the Historic Gardner Station Area Plan overlaps to the west with the City Center Station Area Plan, both locations could be presented in a combined approach where minimum densities and affordable housing percentages are achieved in a holistic way.

Proposed Density (du/ ac)	Proposed Residential (%)
27	99.64

WEST JORDAN CITY CENTER STATION - SITE CONCEPT

The preferred concept focuses on creating a new destination around the City Center station area by incorporating a mix of retail, office, residential uses, pedestrian areas and, cultural amenities. Some of the key strategies incorporated in the preferred alternative include:

- Creating a destination next to the existing transit station by proposing a new transit plaza with cultural/entertainment use.
- A restaurant row that connects with 7800 S allowing for a vibrant spine in the area.
- A market hall and incubator.
- A festival park.
- Office use, mixed-use, and a new hotel that will bring more visitors and residents to the area.
- Multifamily development is proposed on the UTA parcel, while maintaining a bus loop near the station with drop off area and ADA parking.
- A parking district where shared structures could serve various user types and building needs, therefore helping reduce the required on-surface parking in the area.
- Building heights vary from 4 to 8 stories in key locations of the development, achieving residential densities of up to 60 du/acre.
- Densities towards the east are lower, ranging from 20 to 40 du/acre.
- A central open space is proposed on the north-east to serve all the new residential units.
- The station area also has the capacity to meet HTRZ affordable housing requirements.

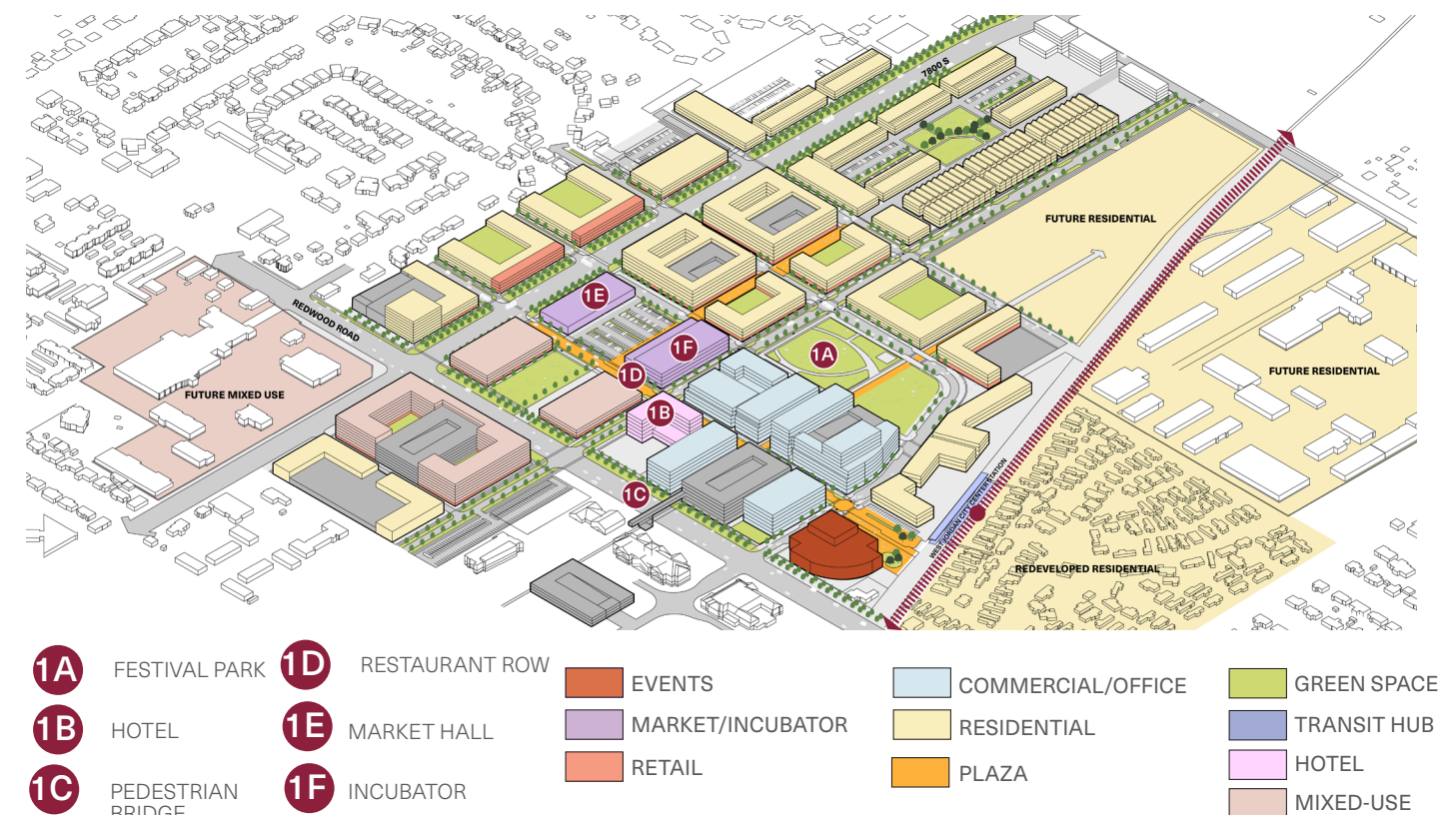


Figure 38: Preferred Concept | West Jordan City Center Station

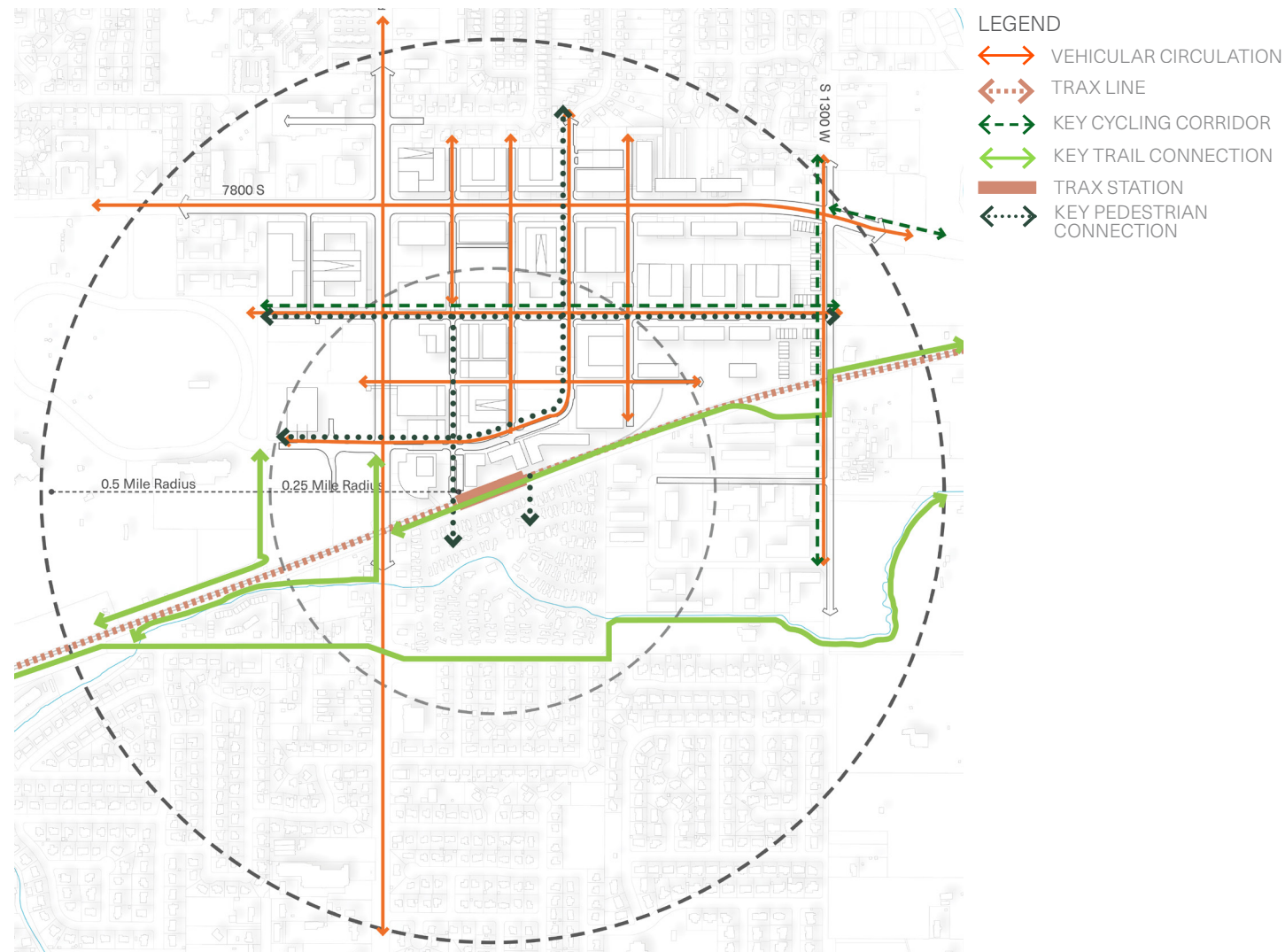


Figure 39: Circulation Diagram

CIRCULATION DIAGRAM

The preferred concept for the City Center station focuses on creating a destination hub that will bring residents and visitors to the area. Therefore, a series of new streets are proposed to create a smaller grid that makes this area accessible and walkable.

The major proposed streets running east-west and north-south are intended to be designed as bike and pedestrian corridors, and a new trail connection along the TRAX line is proposed to the east to connect with the Historic Gardner station.

Overall, the proposed circulation focuses on bringing people into the area and creating a vibrant space.



Figure 40: Public Realm/Open Space Diagram

PUBLIC REALM/OPEN SPACE DIAGRAM

A Festival Park is proposed at the center of the new core providing a recreational use and activation strategy. In addition to that, a green corridor is proposed along 7800 S and Redwood Road creating walkable streets and incorporating bike infrastructure. A public plaza next to the TRAX station will connect to the main east-west corridor through a pedestrian paseo and restaurant row, creating a continuous system of public and green spaces.

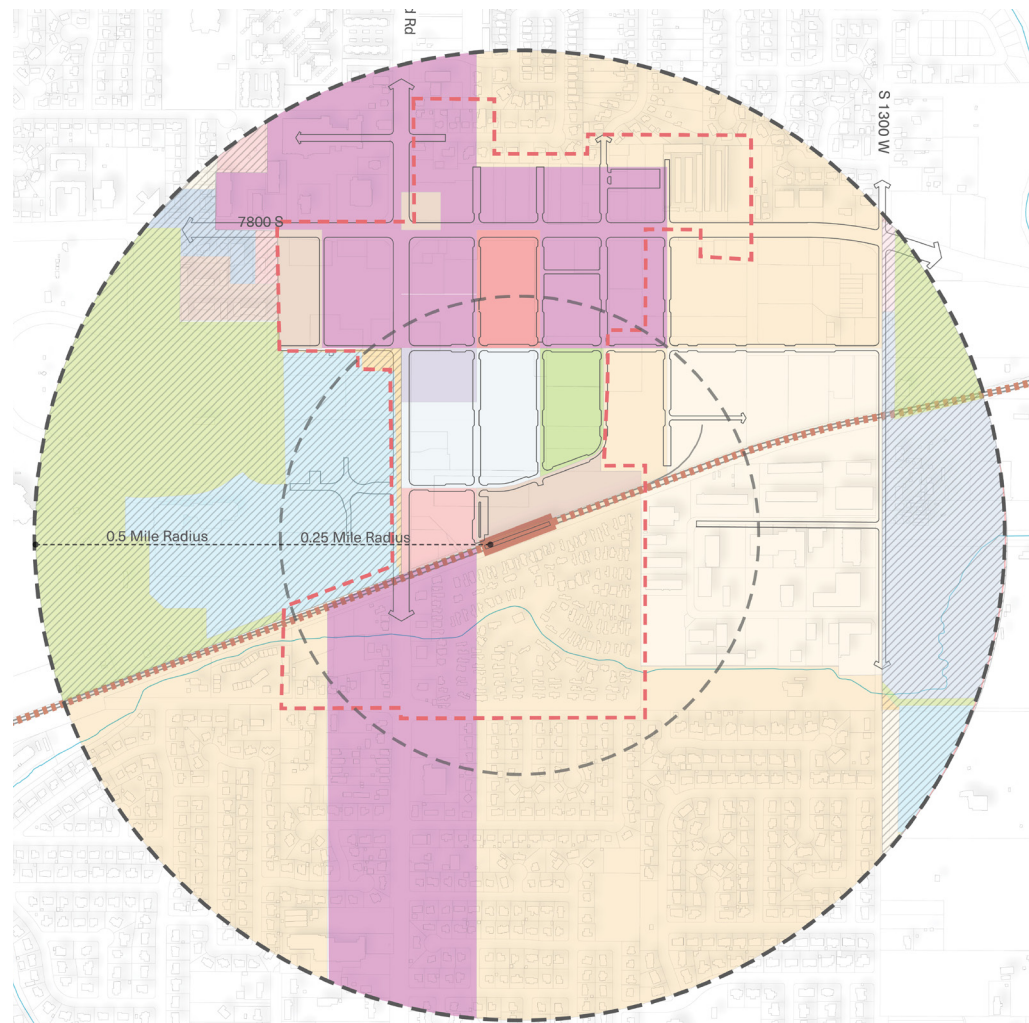


Figure 41: Land Use Diagram

LEGEND

TSOD OVERLAY

FUTURE LAND USE

- VERY LOW DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- CITY CENTER/NEIGHBORHOOD TSOD CENTER
- PARK AND OPEN LAND
- COMMUNITY COMMERCIAL
- NEIGHBORHOOD COMMERCIAL
- PUBLIC FACILITIES
- PROFESSIONAL OFFICE
- RESEARCH PARK

PROPOSED LAND USE

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- MIXED-USE
- MIXED-USE OFFICE
- COMMERCIAL
- HOTEL
- CULTURAL/ENTERTAINMENT
- PARK/OPEN SPACE

LAND USE DIAGRAM

The land uses proposed for the City Center station area are mostly mixed-use, high density residential and office, with the goal of creating an active and walkable core for West Jordan, and a new hub and destination for the area. Commercial uses, a hotel, park/ open space, and cultural/ entertainment are also part of proposed uses for the area north of the rail line.

To the south, medium density residential and some mixed-use along Redwood Road are proposed.

To the east of the higher density core, medium and low density residential uses are proposed creating a connection to the area around Historic Gardner.

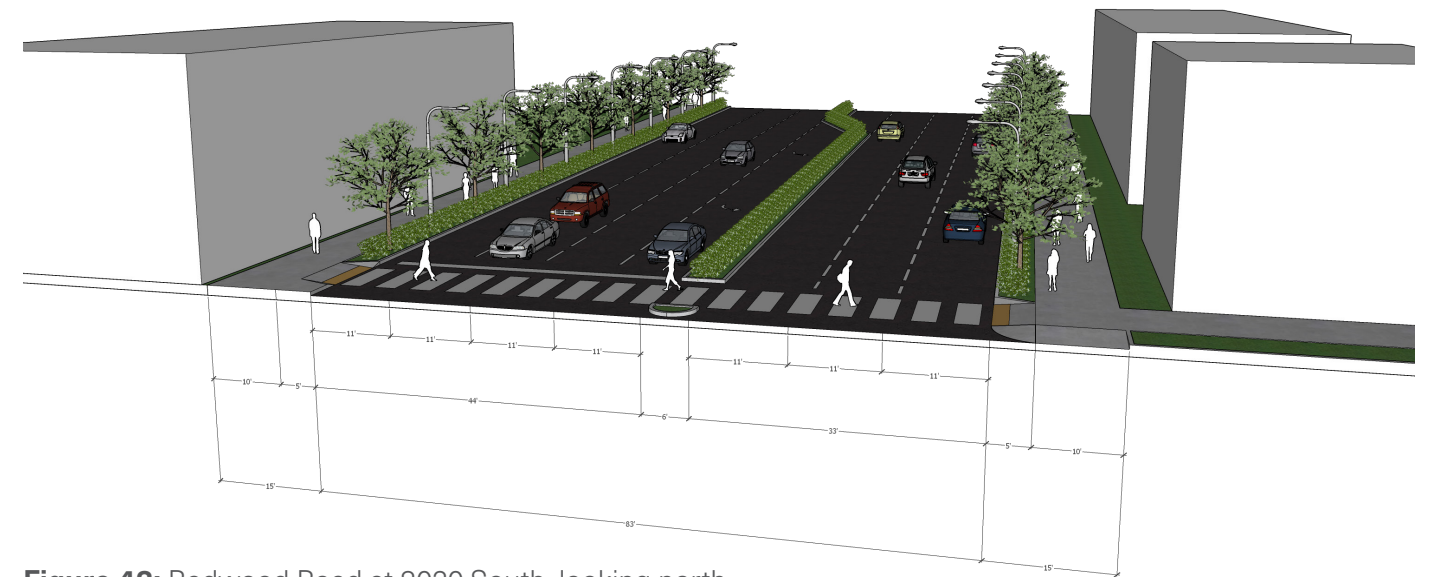


Figure 43: Redwood Road at 8020 South, looking north

ADDRESSING HB462 AFFORDABLE HOUSING GOALS

The City Center study area provides a framework to make a significant impact on the provision of affordable housing in West Jordan. The City should strive to maintain or exceed the HTRZ required share of 10% affordable housing product across development phases while also encouraging an economically diverse neighborhood. The City and project partners should develop an HTRZ request outlining specific affordable housing goals as a next step to this planning process.

Proposed Density (du/ ac)	Proposed Residential (%)
Between 25-60 (see map below)	71.48

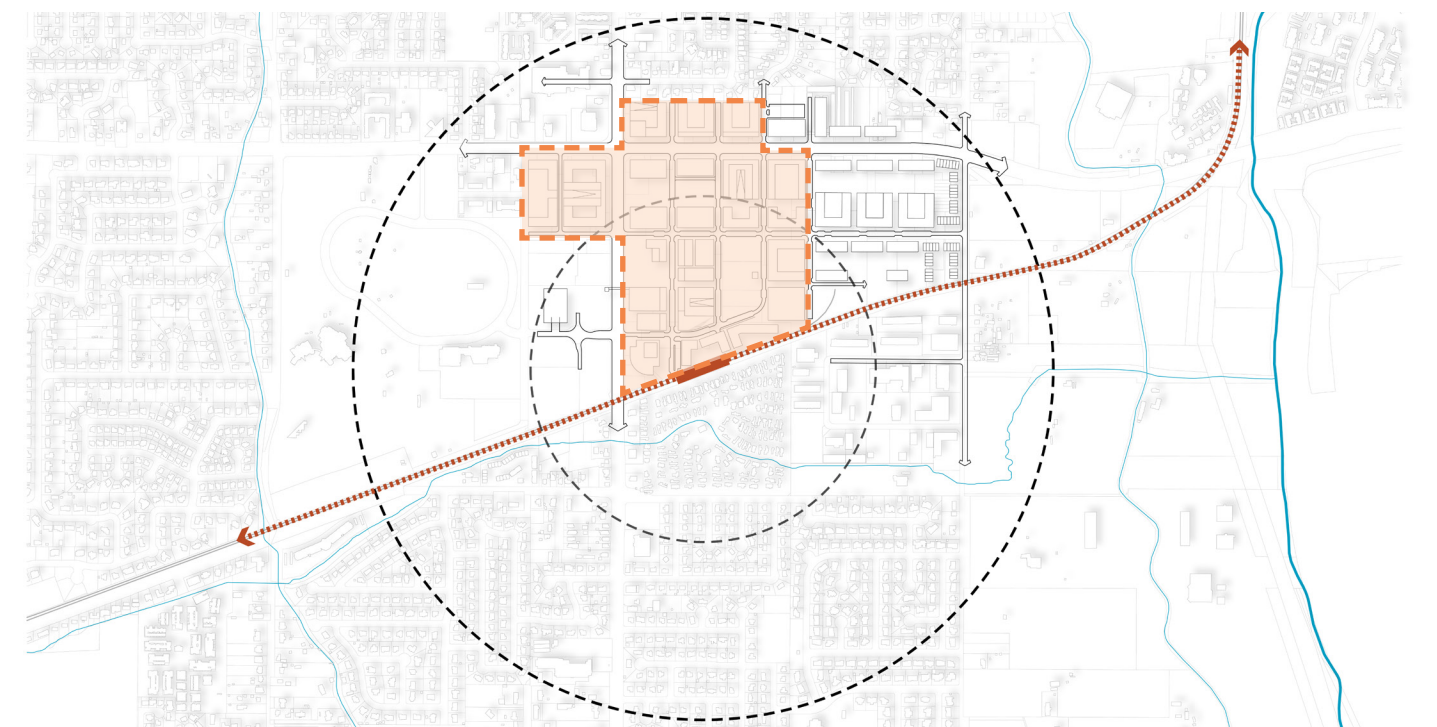


Figure 42: HTRZ Area Boundary

TRANSPORTATION DEMAND MANAGEMENT

Transportation demand management (TDM) programs aim to provide compelling and viable alternatives to driving alone, either through encouraging travel by more efficient modes or by discouraging travel by driving alone. TDM programs will vary based on ultimate development profiles for each station area and their eventual occupants. Typically, TDM programs are comprised of a suite of options that collectively allow residents, employees, or others traveling to and from an area served by a TDM program to travel more efficiently. While the success of each TDM program is heavily dependent on external factors such as performance goals, ubiquity, weather, and funding, high-functioning programs can result in reduced parking demand, increased transit ridership, higher shares of trips being made by cycling, and reduced congestion.

A range of TDM options are presented below. The final TDM programs implemented in each station area will depend on final build-out of each area and appetite for funding such programs from landowners, employers, or other stakeholders.

Category	Measure	Description	Potentially Responsible Parties	Applicable Sites		
				City Center	Historic Gardner Village	Bingham Junction
Cycling/ Pedestrian Measures	Provide bicycle parking (short-term, on-sidewalk or similar)	Provide traditional bike racks designed for short-term parking, in a visible publicly accessible space.	Developers, municipalities	X	X	X
	Provide on-site bicycle maintenance services	Include dedicated space for a bicycle repair shop, or agree to provide concierge service for individuals to drop off bicycles for repairs and pick them up at a later time.	Developers, employers	X		
	Provide on-site bicycle repair station	Provide a bicycle repair station that includes basic tools and space for common repair tasks. This may include a stand, air pump, tire lever, wrenches, and other common bicycle maintenance tools.	Developers, employers, municipalities, public agencies	X	X	X
	Provide showers and lockers	Provide space for active transportation users to shower, change, and store any equipment they use during their commute.	Developers, employers	X		X
	Provide long-term bicycle parking	Provide secure, off-street storage for bicycles for more flexible bicycle commutes and overnight storage.	Developers	X		X

Category	Measure	Description	Potentially Responsible Parties	Applicable Sites		
				City Center	Historic Gardner Village	Bingham Junction
Land Use Measures	Locate project near urban center	Locate the project near a jobs center, such as a central business district. Location efficiency, or distance to areas with high concentrations of jobs and other destinations, reduces vehicle trip length and therefore tends to have lower VMT levels than a similar project located further from a CBD.	Municipalities, developers	X		X
	Integrate affordable and below-market-rate housing	Incorporate affordable housing into the development program. Generally, affordable housing can be defined as housing affordable to households earning less than 80 percent of the area median income. Affordable or below-market-rate housing can comprise anywhere from a small percentage to 100 percent of total residential units in a project. Generally, because lower income households tend to generate less VMT per person, this may lead to a reduction in vehicle trips.	Developers, municipalities	X	X	X
	Locate project near bike path/ bike lane or other non-auto corridor	Locate project on a roadway that has existing high-quality bicycle and pedestrian infrastructure, such as bike lanes (class I, II, or IV), designation as a bicycle boulevard, traffic calming, or a high level of bicycle activity combined with low roadway speeds. Project may also be oriented toward a dedicated bus facility (such as BRT) or a light rail line; in this instance, orientation means that the site's primary and easiest form of access should be from the transit corridor, and that the transit corridor should not have competing automotive traffic.	Developers, municipalities, public agencies	X	X	X
	Senior housing	Incorporate housing restricted to residents age 55 and older (or, ideally, age 65 and older). Because many older residents do not work, they tend to generate fewer daily vehicle trips than families or younger residents.	Developers, municipalities	X	X	X
	Provide delivery-supportive amenities	Designate a central package room or package area where deliveries can be safely kept until picked up by a resident or employee. This both helps to reduce excessive driving by delivery vehicles at larger suburban sites, and also encourages online ordering rather than driving to and from local shops.	Developers, municipalities	X		
	Provide family-supportive amenities	Provide amenities that allow families to live a car-free or car-lite lifestyle, such as provision of loaner carseats for use in carshare vehicles, maintaining cargo bikes as part of an overall bicycle fleet, or providing storage for infrequently used accessories such as carseats near a carshare station.	Developers, employers	X		X
	Provide on-site daycare	Provide childcare on-site, reducing the need for parents to make additional detours to drop children off or pick children up.	Employers	X		X

Category	Measure	Description	Potentially Responsible Parties	Applicable Sites		
				City Center	Historic Gardner Village	Bingham Junction
Parking Measures	Price parking to discourage peak hour travel	Provide lower “early bird” or “off-peak” prices for parking, to encourage drivers to travel outside of peak hours.	Developers, municipalities, public agencies	X		X
	Provide pay-as-you-go Parking	Rather than providing a monthly pass for parking, require all parking users to pay each time they park. For instance, rather than purchasing a monthly parking pass, employees would pay a daily rate each day they park. This helps encourage people not to drive by increasing the marginal cost of driving each additional day, and makes the costs of driving more apparent.	Developers	X		X
	Limit parking supply	Reduce the proposed supply of parking at the development relative to other sites in the project vicinity.	Municipalities, developers, public agencies	X	X	X
	Unbundle parking costs	For residential developments, require that parking spaces be paid for separately from the primary mortgage/HOA dues/rent. This effectively reduces housing costs for households with no cars / fewer cars	Developers, municipalities	X		
	Implement off-street parking pricing	Price parking at all off-street facilities associated with the project. Pricing should be at a level equal to or higher than typical prices in the project area. Typically referred to as “unbundling” parking pricing for residential projects.	Developers, municipalities, public agencies	X		X
	Implement on-street parking pricing	Price parking in all on-street locations associated with the project. Pricing should be at a level that encourages regular turnover and discourages, if not prohibits, longer-term parking.	Public agencies	X		
	Introduce parking permit program	Allow use of parking only by individuals with a necessary parking permit. The most common application of this is through a residential parking permit program, where residents of a neighborhood have the ability to park in that neighborhood for free, while all others must either abide by time limits or pay for parking. This measure is supplemental to other parking management measures and largely addresses community concerns regarding overflow of parking into neighborhoods in instances where meters are introduced or supply is reduced.	Municipalities, developers	X	X	X
	Implement parking “cash-out”	If free parking is provided as an employee benefit, individuals opting not to receive a parking pass may instead receive the equivalent cash value to a monthly parking permit.	Employers, office developers	X		X

Category	Measure	Description	Potentially Responsible Parties	Applicable Sites		
				City Center	Historic Gardner Village	Bingham Junction
Ridesharing Measures	Implement a school pool program	Create a ridesharing program specifically marketed towards school children and families, designed to help match families to form carpools as part of an individual school community.	Municipalities	X	X	X
	Provide employer-sponsored vanpools	Provide subsidies or company-provided vehicles for vanpooling, and assist with vanpool formation by means of helping individuals identify others with similar commute patterns. This measure may also apply to point-to-point shuttles sponsored by an employer (i.e., “tech buses”)	Employers	X		X
	Provide ride-sharing match program	Maintain a database of individuals interested in carpooling/ridesharing along with their commute characteristics. Allow individuals to search database and contact others to form carpools. At large employers, some one-on-one support may also be provided.	Employers	X		X

Category	Measure	Description	Potentially Responsible Parties	Applicable Sites		
				City Center	Historic Gardner Village	Bingham Junction
Marketing Measures	Implement a commute trip reduction marketing program	Implement a marketing strategy to promote the project site employer's CTR program. Information sharing and marketing promote and educate employees about their travel choices to the employment location beyond driving such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions.	Employers, municipalities, public agencies	X	X	X
	Implement intensive targeted marketing program	Using principles of community-based travel planning, conduct outreach to households or employees to provide customized information, incentives, and support to encourage the use of transportation alternatives rather than single occupant vehicles. Examples include the SmartTrips programs in Oregon and Austin, TX	Employers, municipalities, public agencies	X	X	X
	Engage in community promotion events	Engage in well-promoted community events designed to encourage use of modes other than personal vehicles. Prominent examples include Bike to Work Day, Walk to Work Day, and Transit Week activities common in many cities/regions. This may also include targeted outreach, tabling or meeting with residents at community events, and other face-to-face promotional activities.	Employers, municipalities, public agencies	X	X	X
	Provide guaranteed ride home	Provide free (or reimbursed) taxi, Lyft, or Uber rides home for employees that used transit or carpooling to reach work and must travel home either mid-day due to an emergency, at a time other than their carpool, or after transit service has concluded. This helps address uncertainty for individuals considering using alternative modes.	Employers	X		
	Provide TDM coordinator	Designate a staff person as the TDM coordinator to coordinate, monitor and publicize TDM activities. In addition to having a single coordinator for a given institution or development, each building and tenant shall have a designated TDM coordinator.	Employers, municipalities, public agencies	X		
	Provide move-in / new hire packets on transportation options	Provide standardized materials including information on transit routes and schedules, bicycle pathways, available commuter facilities, subsidies, parking cash-out, and any other commuter programs available.	Developers, employers	X	X	X
Transit Measures	Pre-Tax Commuter Benefits	Provide employees the opportunity to enroll in WageWorks or other service to help with pre-tax commuter savings. This strategy allows employees to deduct monthly transit passes or other amount using pre-tax dollars. This can help to lower payroll taxes and allows employees to save on transit.	Employers	X		X

PARKING SUPPLY

A recommended parking supply at each station is presented below. The recommended parking supply at each station was determined by applying code-required parking ratios to proposed land use programs. Reductions through shared arrangements defined by city code or other allowed reductions have been applied. These resulting recommended parking supplies are initial targets and will need to be revised as each station area begins to redevelop and parking demand is better understood. Several assumptions were made in developing the recommended parking supplies for each station:

- The units at each multifamily residential developments are approximately 40% one-bedroom, 40% two-bedroom, and 20% three-bedroom units
- General commercial space is 50% retail and 50% food and beverage/restaurant uses
- All single-family dwelling units at City Center and Historic Gardner Village would self-park

The quantities of "expected available parking" were taken from planning-level density calculations prepared during this process, and the "expected parking shortfall" quantities are simply the difference between the two.

BINGHAM JUNCTION STATION

Spread across six blocks, the proposed land use program is comprised of 73 dwelling units, 77,000 square feet of commercial uses, and 336,000 square feet of office uses. The proposed parking supply, expected available parking, and expected parking shortfall are presented in the table below.

Bingham Junction Station Area – Build Conditions Parking Assessment	
Recommended Parking Supply	973 Stalls
Expected Available Parking	792 Stalls
Expected Parking Shortfall	181 Stalls

Strategies to reduce a potential shortfall in parking supply include:

- Implementation of an effective and accessible TDM program
- Reduce the amount of food and beverage/restaurant uses on the site
- Decrease minimum parking ratio for office uses (3 stalls/1,000 square feet) within the station area given proximity to transit
- Alter housing unit mix to reduce demand from residential uses

HISTORIC GARDNER VILLAGE

Spread across three blocks, the proposed land use program is comprised of 778 multi-family dwelling units, 139 single-family dwelling units, and 5,000 square feet of institutional uses. The proposed parking supply, expected available parking, and expected parking shortfall are presented in the table below.

Historic Gardner Village Station Area – Build Conditions Parking Assessment	
Recommended Parking Supply	1,317 Stalls
Expected Available Parking	1,618 Stalls
Expected Parking Shortfall	n/a

As no shortfall is expected to occur at Historic Gardner Village, recommendations to ensure parking supply does not substantially outpace demand include:

- Apply similarly low parking ratios found in the TSOD zoning code for Historic Gardner Village
- Allow for sharing of structured/remote parking between single- and multi-family development

WEST JORDAN CITY CENTER

Spread across 17 blocks, the proposed land use program is comprised of 2,300 dwelling units, 566,000 square feet of commercial uses, 2.1 million square feet of office uses, a 150-room hotel, 116,000 square feet of entertainment uses, and park areas. The proposed parking supply, expected available parking, and expected parking shortfall are presented in the table below.

West Jordan City Center Station Area – Build Conditions Parking Assessment	
Recommended Parking Supply	7,749 Stalls
Expected Available Parking	4,841 Stalls
Expected Parking Shortfall	2,908 Stalls

The proposed development program for City Center is ambitious, and the maximum parking ratios for many uses in the City Center TSOD Zoning code allows for great flexibility in determining parking supplies within the station area. However, the magnitude of proposed development will likely require some combination of the following options to ensure viability of the proposed development:

- Reduction of overall office uses at the site; despite calculating the parking supply required for office uses at 1.0 stalls/1,000 square feet, the magnitude of office still necessitates more than 2,000 parking stalls
- More flexibility of shared parking arrangements to enable greater reductions in total parking supply based on time-of-day utilization profiles
- A better understanding of how office utilization when this project breaks ground; current office utilization rates are low as hybrid work proliferates, and an agreement from tenants that demand for parking peak days may outpace supply

Noting that the parking requirements at City Center allow for ambitiously low parking ratios (lower than is likely achievable from a mode split perspective), the following strategies may help reduce the parking shortfall at City Center:

- Implementation of an effective and accessible TDM program
- Reduce the amount of food and beverage/restaurant uses on the site
- Reduce the amount of office uses on the site and increase residential uses

By the time development commences at City Center, both City staff and development partners will have an improved understanding of how office uses are operating regarding percentage of employees typically on-site. With that knowledge, still lower parking ratios may be achievable from an operational and market perspective.

AREA MOBILITY RECOMMENDATIONS:

While the three station areas described in this Plan are distinct, many recommendations for improved access and connectivity apply to each. With that in mind, each station comes higher-priority mobility improvements to better connect area residents, employees, and visitors to transit and other community assets. This plan seeks to better utilize existing transit infrastructure to incentivize mode shift, increasing reliance on transit as a means for local and regional trips, and enabling car-free travel through improved first- and last-mile connections to make transit more appealing and more accessible.

BINGHAM JUNCTION STATION

- Better utilize the existing right-of-way on Bingham Junction Boulevard to provide improved pedestrian and cyclist facilities, connecting those traveling by all modes to UTA light rail
- Establish new connections to Midvale’s Main Street and historic downtown to support businesses therein and increase visitation to a community treasure, ideally by connecting Tuscany View to Holden Street/700 West
- Explore opportunities to construct a multiuse path along the existing rail right-of-way to facilitate active transportation connections to Main Street
- Establish wayfinding to improve connections to and utilization of the Jordan River Trail

HISTORIC GARDNER VILLAGE

- Improve connections across 7800 South, connecting the Gardner Village shopping center to UTA light rail
- Improve signage and wayfinding to better connect the Historic Gardner Village station to the Jordan River Trail
- Construct a new multiuse path on the north side of 7800 South to improve east-west connectivity across the Jordan River, facilitating active transportation travel between Historic Gardner Village and Bingham Junction Boulevard
- Construct a new pedestrian and cyclist undercrossing at 7800 South along the Jordan River Trail to incentivize north-south active transportation traffic along the Jordan River

WEST JORDAN CITY CENTER

- Redesign Redwood Road with medians, widened sidewalks, and normalized lane widths to maximize space for non-automobile modes while maintaining vehicular capacity, making Redwood Road a more comfortable place to be with more options for safe pedestrian crossings
- Explore opportunity to implement multiuse path within existing UTA light rail right-of-way, connecting to Historic Gardner Village to the east and the Jordan River Trail
- Improve existing crossings along Redwood Road to better connect transit to the civic core
- Consider additional programmatic options, including the establishment of Transportation Management Association or TDM performance measures, to better address traffic and parking demand, providing direct pedestrian connection from TRAX platform to neighborhood located to the south of the Trax Line.



IMPLEMENTATION

PHASING & IMPLEMENTATION

The following phasing plans identify key steps to spark meaningful and sustainable growth and redevelopment in the area around the three stations. Coupled with targeted incentives, phasing can initiate change and showcase early success in key locations. Careful consideration has been given to publicly owned parcels, UTA parcels, and other potential partners that each City could work with to establish catalyst projects around the stations. Public realm investments can also serve as a catalyst for redevelopment, as a well-designed and walkable public space can attract interest and bring vibrancy to a place or area.

The proposed phasing approach for each station relies on the support and coordination of each city with UTA and key private stakeholders. Before the physical implementation of the Station Area Plan can begin, initial efforts must focus on the development of partnerships and the securing of potential funding sources.

BINGHAM JUNCTION STATION

PHASE 1

The catalyst project at Bingham Junction includes the redevelopment of the UTA parcel to incorporate a multifamily residential with potential ground-floor retail or other high-density use per market conditions. This will require the City to amend their existing Junction at Midvale overlay, and coordination with UTA regarding station area logistics, bus drop-off area, and parking. Parking will be provided for both residents and TRAX users in a shared parking structure and a new public space is proposed east of the building to connect with the station and potential future development to the east.

PHASE 2

In a second phase, a new employment center and mixed-use residential building could bring more activity to the area while supporting existing uses in and around Bingham Junction. A new plaza space north of the employment center will create a vibrant hub that might include restaurants, cafes, and other retail. A proposed multiuse path along the rail line within UTA property will provide connections to Midvale Main Street and the Jordan River Trail.

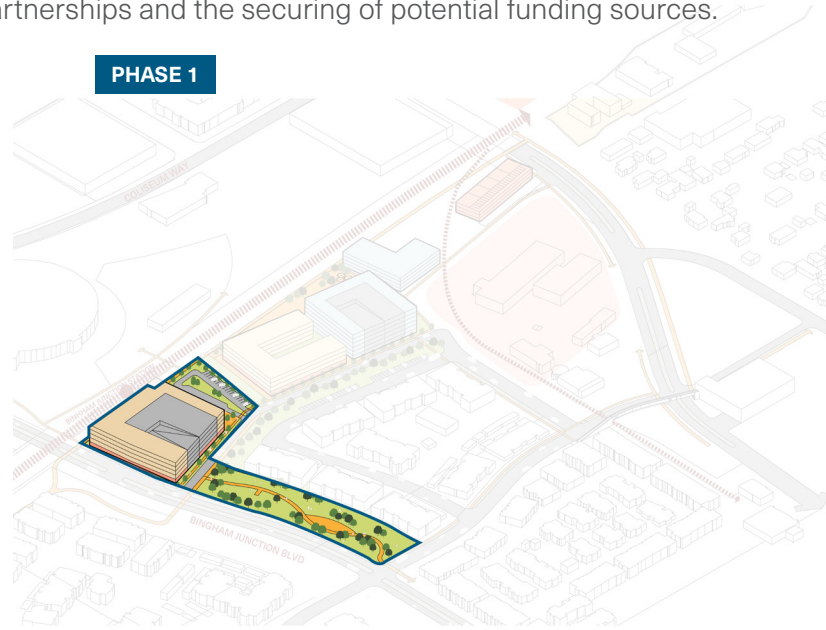


Figure 44: Bingham Junction Station | Phase 1 Diagram

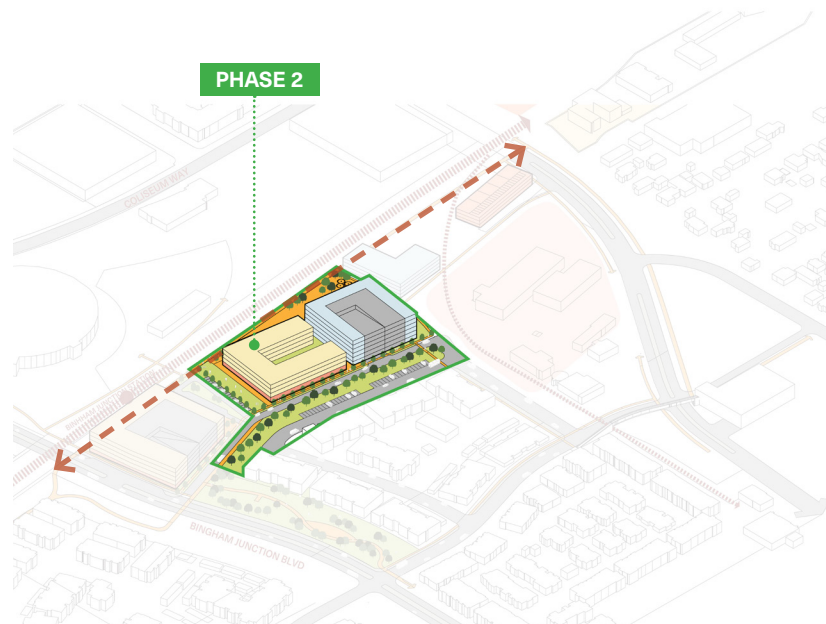


Figure 45: Bingham Junction Station | Phase 2 Diagram

PHASE 3

Phase 3 will include commercial redevelopment along 700 W, as well as the extension of Tuscany View Road and a bridge over the rail spur that will connect to a future parking garage that will serve downtown Midvale uses like City Hall, the Senior Citizen Center, and future development along Main Street.

PHASE 4

Depending on the future removal of the rail spur, this phase will include more employment/office use next to the TRAX line, connecting the new employment center with 700 W.

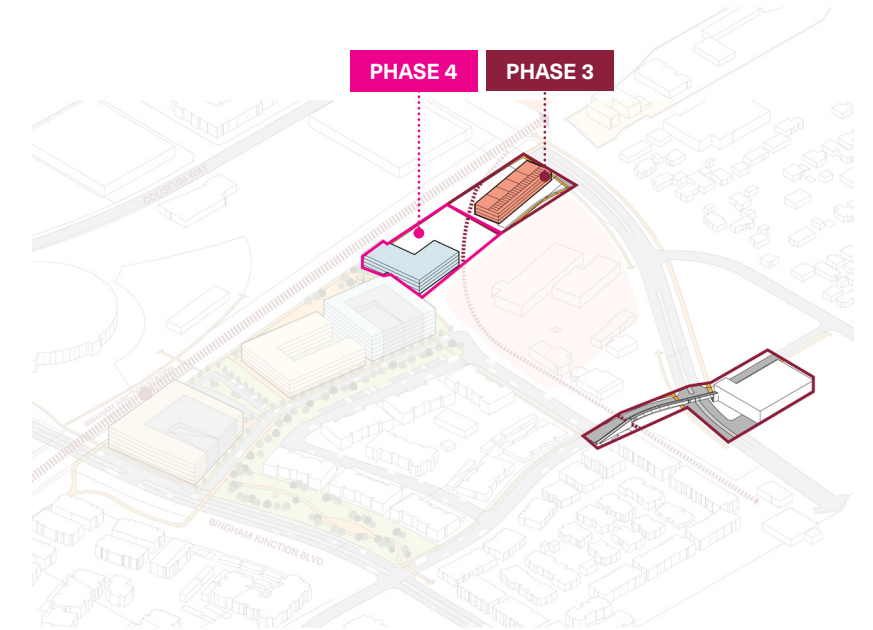


Figure 46: Bingham Junction Station | Phase 3 & Phase 4 Diagram

HISTORIC GARDNER STATION

PHASE 1

The initial implementation phase of the Station Area Plan around Historic Gardner includes a mixed-use/residential project in UTA property, and a reconfiguration of the existing park and ride lot.

It also includes an improved pedestrian crossing across 7800 S, and a new regional park along the Jordan River. This park should include amenities like an amphitheater and will become a regional destination in the Salt Lake area while providing access to the Jordan River Parkway.

PHASE 2

Phase 2 may include redevelopment of the existing lands to the south of the station to include a unique low-density development typology with clustered single-family houses around productive agricultural lands. This will help bring more residents to the area while preserving and celebrating the agricultural character that makes this area unique.

PHASE 3

The final phase includes improvements to S 1300 W. and potential medium-density development in the form of townhouses along this north-south connector. S 1300 W. is envisioned to become a key connecting corridor between the Historic Gardner and City Center station areas.

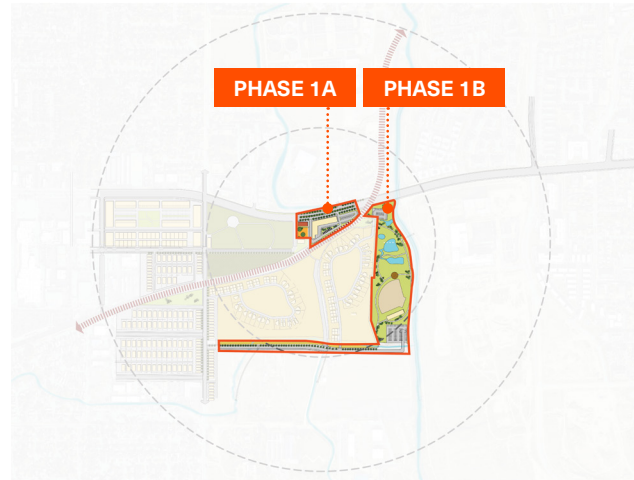


Figure 47: Historic Gardner Station | Phase 1 Diagram

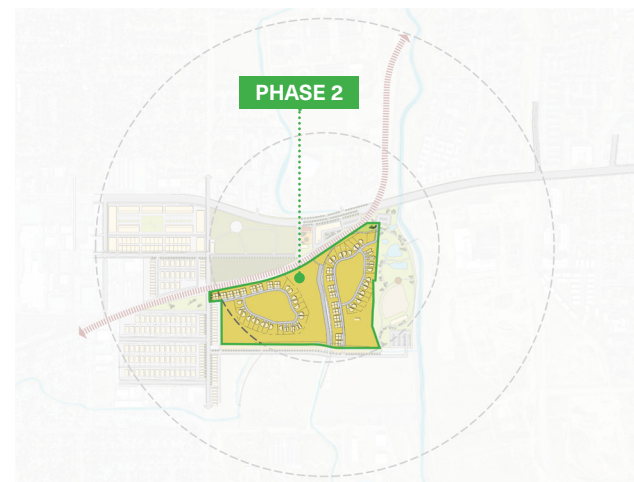


Figure 48: Historic Gardner Station | Phase 2 Diagram

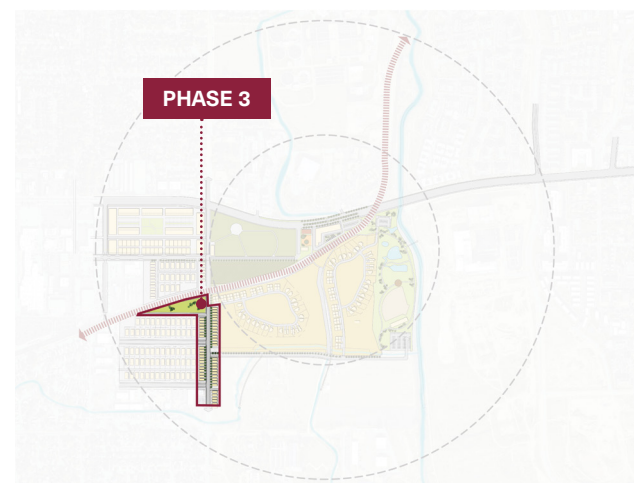


Figure 49: Historic Gardner Station | Phase 3 Diagram

CITY CENTER STATION

PHASE 1

At over 17 acres, the parcel owned by the Jordan School District offers a key short-term redevelopment opportunity and can become the first catalyst project to trigger change in the City Center station area. This will allow for new office uses while maintaining administrative school district uses on site. A land swap with UTA and HTRZ funding may provide an opportunity for the School District capture value to construct a new administration Class A office building and to relocate the existing facilities. A shared parking garage will serve new users as well as park and ride needs, opening up valuable space in the UTA parcel and allowing for mixed-use redevelopment next to the station. The UTA property next to the TRAX station would also be part of Phase 1 and would include residential multi-family uses.

PHASE 2

Continuing with the School District parcel redevelopment, more mixed-use buildings, a market hall, and incubator will create a new central core for the area. This will be connected to the station by a restaurant row that will include retail uses on both sides and be designed as a walkable and pedestrian friendly spine. A boutique hotel is also considered as part of Phase 2.

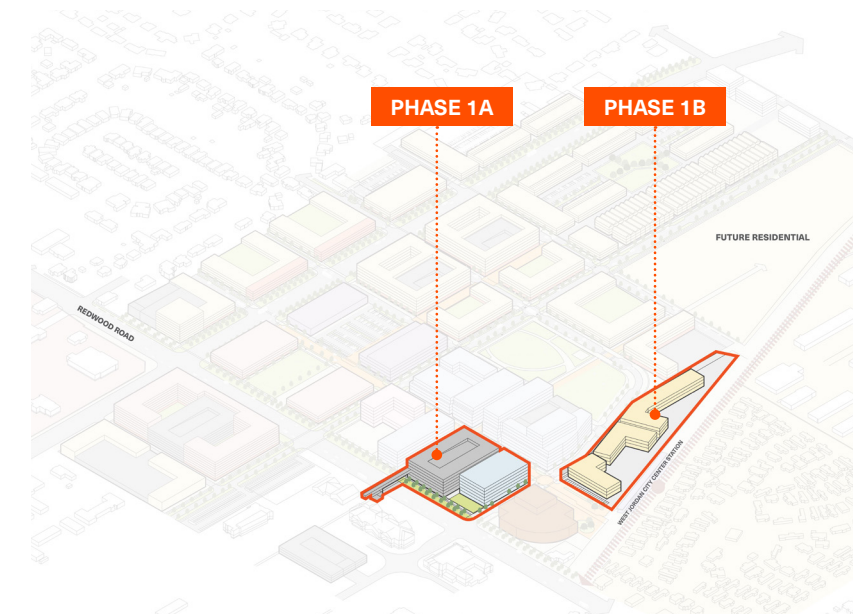


Figure 50: City Center Station | Phase 1 Diagram

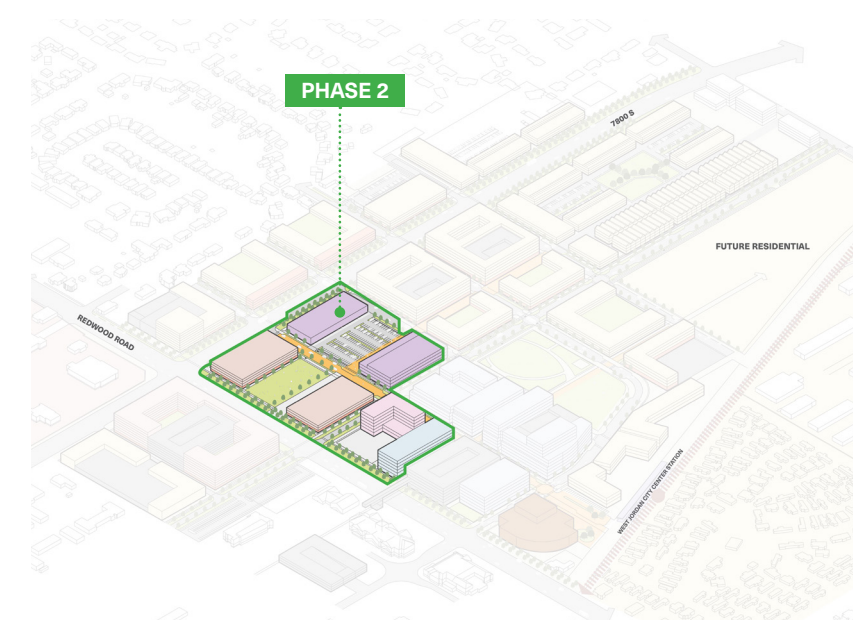


Figure 51: City Center Station | Phase 2 Diagram

PHASE 3

A central festival park will consolidate this area as the new downtown for City Center, bringing active and passive uses that will support new residential, mixed-use, and office development. The park will become a central civic and gathering space and will be framed by mixed-use and office buildings, connecting with the TOC development on the UTA parcel. The corner property by the rail line and Redwood Road will become a regional cultural hub and family destination, consolidating the area as a new center in south Salt Lake Valley.

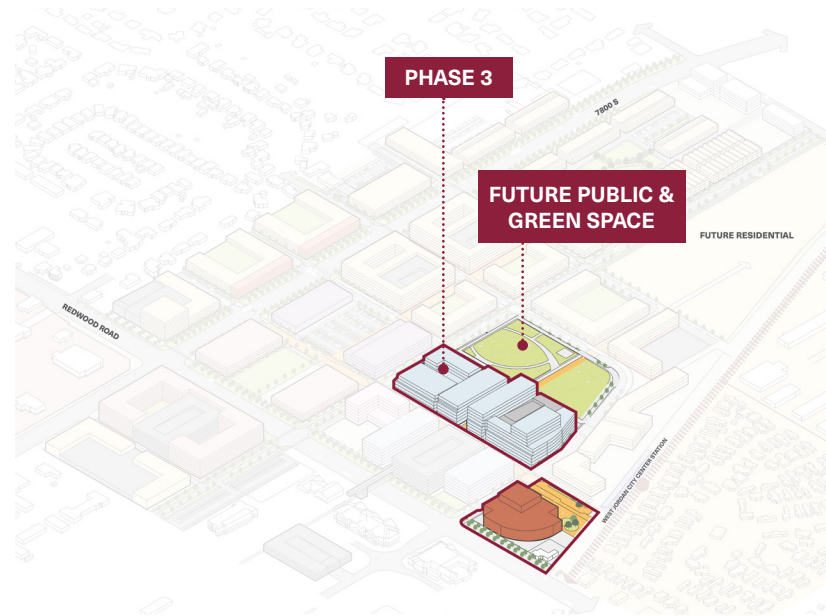


Figure 52: City Center Station | Phase 3 Diagram

PHASE 4

The final phase of redevelopment around City Center will include several mixed-use buildings with medium to high-density residential use, and street connection between these blocks.

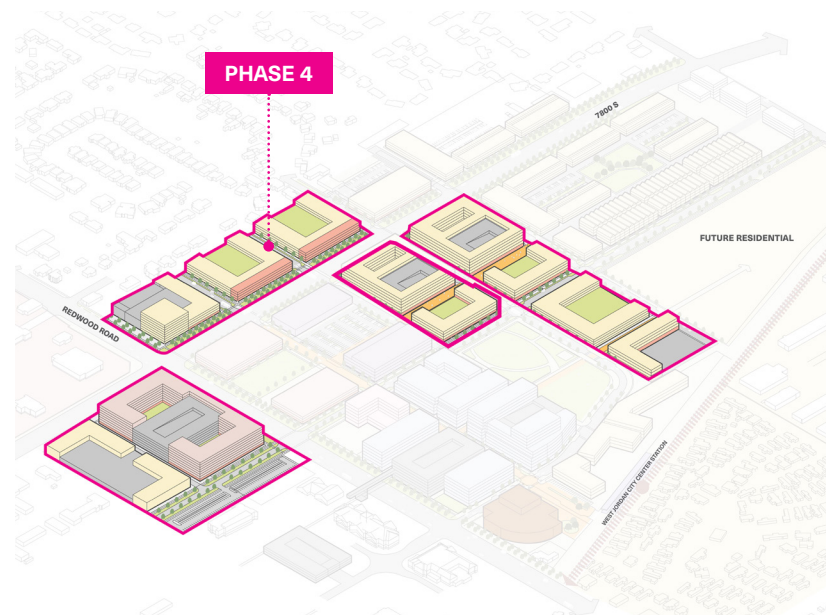


Figure 53: City Center Station | Phase 4 Diagram

IMPLEMENTATION PRIORITIES

Before the West Jordan and Midvale Station Area Plans can be implemented, a number of steps must be taken to define a path for sustainable growth and development. The following priorities identify generally linear steps and interactions between UTA, West Jordan City, Midvale City, and other private partners that are necessary to allow for redevelopment to occur.

MIDVALE CITY

PHASE	ACTION ITEM	RESPONSIBLE PARTY			FUNDING/ FINANCING
		MIDVALE	UTA	OTHER	
1	Update Junction at Midvale overlay to allow for more density on UTA property and mixed-use redevelopment.	X			
	Conduct conversations with BMC regarding potential redevelopment.	X		X	
	Prepare a developer RFQ for the flexible mixed-use redevelopment that could include, residential, office, and retail at Bingham Junction on UTA property.	X	X		
	Create a TIF district for station area overlay.	X			
	Prepare park-and-ride demand estimates, parking structure cost estimates, and identify funding sources for relocation of park-and-ride parking.	X	X		TIF, State Funds
2	Conduct a feasibility study for potential multi-use path along TRAX line to connect the Bingham Junction Station to Midvale Main Street	X	X	Salt Lake County	State and Federal Funds
	Study overall trail improvements to/and from station.				Utah Trail Network (UDOT)
3	Initiate extension of Tuscany View Road.	X		X	TIF, Community Improvement District (CID)

WEST JORDAN CITY

PHASE	ACTION ITEM	RESPONSIBLE PARTY			FUNDING/ FINANCING
		WEST JORDAN	UTA	OTHER	
1	Draft a Memorandum of Understanding describing the partnership between West Jordan, UTA, and the Jordan School District. The Memorandum should include overall intent, expectations of each party, a project timeline, and phasing strategy to assure that the District's operations are not impacted with relocation.	X	X	X	Bond TIF, Community Improvement District (CID)
	Identify a new site for the School District building relocation; prepare cost estimates; and identify funding sources for a land swap.	X	X	X	HTRZ, State Funds
	Pursue HTRZ application in partnership with UTA and School District.	X	X	School District	HTRZ funding
	Update Future Land Use Map to incorporate proposed land uses from the Station Area Plan in both City Center and Historic Gardner.	X			
	Prepare project cost estimates for constructing a new administration building for the Jordan School District and identify potential funding sources.	X		X	Bond TIF, HTRZ funding
2	Prepare a code update to incorporate changes to existing zoning districts and new zoning recommendations.	X			
	Define park-and-ride demand estimates, parking structure cost estimates, and funding sources for future parking garage to allow for redevelopment of UTA site at City Center.	X	X	X	HTRZ funding
	Prepare a developer RFQ for City Center phase one project(s) on UTA property (reference MOU for school district participation).	X	X	X	

PHASE	ACTION ITEM	RESPONSIBLE PARTY			FUNDING/ FINANCING
		WEST JORDAN	UTA	OTHER	
2	Pursue HTRZ funding for the City Center Station Area Plan.	X	X	Developer	HTRZ, Developers
	Conduct a feasibility study for potential multi-use path along TRAX line in City Center area.	X	X	Salt Lake County	State and Federal Funds
	Study overall trail improvements to and from the City Center station.				Utah Trail Network (UDOT)
	Create TIF district (such as a CRA) for Historic Gardner Station area.				
3	Prepare park-and-ride demand estimates to allow for redesign of the existing park-and-ride at Historic Gardner and flexible mixed-use redevelopment on site.	X	X		TIF (CRA)
	Prepare a developer RFQ for the mixed-use development at Historic Gardner on UTA property.	X	X		
	Provide funding estimate for new pedestrian crossing at 7800 S.	X			TIF, Community Improvement District (CID)
	Design pedestrian improvements to 7800 S.				
	Secure funding and entitlements for a new park and cultural hub within the City Center station area.	X		X	HTRZ, CID, Bond, State Funds
4	Secure funding for new regional park by Jordan River Parkway and start design process.	X		X	Community Improvement District (CID), Bond, Grants
	Study improvements to Redwood Road. Coordinate with UDOT.	X		X	UDOT
5	Study relocation of asphalt plant by Historic Gardner Station and potential site remediation.	X		X	Brown field Remediation Program
	West Jordan City to acquire property along S1300 W for proposed medium-density development.	X		X	General Fund or Obligation Bond

POLICY RECOMMENDATIONS

The following chapter outlines high-level policy recommendations to be incorporated as part of the implementation plan for the Bingham Junction, Historic Gardner, and City Center Station Area Plan.

WEST JORDAN CITY

Current zoning and policy for West Jordan is highly complex, with a Future Land Use Map that is part of the General Plan and functions as the overall vision for the city's future development, and several zoning districts that are part of the City Code but do not necessarily align with the vision for the Station Area Plan. There is also an existing Transit Station overlay in some areas around both Historic Gardner and City Center.

As part of the Station Area Plan, we are proposing new land uses and have analyzed how these align with the Future Land Uses listed in the General Plan and established comparisons between Future Land Uses and correspondent current zoning districts to understand potential amendments to the code (see table).

With these considerations in mind, we propose the following approach to updating the Land Use Code in the City Center area:

1. Create a new Form-Based Code district north of the TRAX line in City Center that incorporates the Future Land Use from the General Plan and the SAP Proposed Uses.
2. Parking requirements and updated parking ratios can be incorporated as part of the new Form-Based Code zoning district. A TDM study could support a parking reduction and management strategy.
3. For areas to the south and east of the new Form-Based Code district, we recommend updating existing zoning districts.
4. A new mixed-use zone should be created along Redwood Road (Redwood Corridor Zone) to allow for commercial uses and more height and density along the Corridor.

As part of the new Form-Based Code district, we recommend incorporating the following standards:

Building Placement and Street Frontage:

- Horizontal Setbacks (Front, Rear, Side)
- Parking Lot Locations & Access

Building Frontage

- Front Lot Lines
- Building Entrances

Building Massing and Form

- Minimum Height/ Maximum Height/ Vertical Step-backs/ Height Transition Standards
- Horizontal Building Articulation

Building Materials and Fenestrations

Public Realm Guidelines

Streetscape Guidelines (sidewalk zones and minimum widths)

Table 1: City Center - SAP Proposed Land Uses & Future Land Use Comparison

SAP Proposed Land Uses	West Jordan Future Land Uses (from General Plan)	Corresponding Zoning District	Comments
Mixed-Use Commercial	City Center/ TSOD, Mixed-Use	CC-C/ CC-F/ CC-R/ P-C 60' max/ 2 stories min. Min. 14 du/acre Max. 25-50 du/acre	Min. height: 3 stories or 45' Maximum height: 8 stories or 100' Density to min. 30 du/ acre and maximum 60-65 du/ acre No front setback (build-to-line) Surface parking lots in back of building
Mixed-Use Office	City Center/ TSOD, Mixed-Use	CC-C/ CC-F/ CC-R/ P-C	Min. height: 4 stories (60') Maximum height: 8 stories (100') No front setback (build-to-line) Surface parking lots in back of building
Commercial	City Center/TSOD, Mixed-Use, Community Commercial, Neighborhood Commercial, Regional Commercial	CC-C, CC-F, CC-R, CG, SC-1, SC-2, SC-3, P-C, P-O	More geared towards strip mall development. Maximum height: 4 stories or 75' No front setback (build-to-line),
Hotel	City Center/TSOD, Mixed-Use, Community Commercial, Neighborhood Commercial, Regional Commercial, Professional Office	CC-C, CC-F, CC-R, CG, SC-2, SC-3, P-C, P-O, BR-P	Maximum height: 6 stories or 100' Maximum front setback: 20'
Cultural/ Entertainment	City Center/TSOD, Mixed-Use, Community Commercial, Neighborhood Commercial, Regional Commercial, Professional Office	CC-C, CC-F, CC-R, CG, SC-2, SC-3, P-C, P-F	Maximum height: 4 stories or 60'
Low Density Residential	High Density Residential Medium Density Residential	R-3, CC-R, P-C, PRD Density: 5.6 to 10 units/acre Very high density: 10.1 to 24 units/acre Building heights: 35'	Proposed density would vary from 15-25 du/acre Maximum height: 35' Maximum front setback: 25'
Medium Density Residential	High Density Residential	R-3, CC-R, P-C, PRD	Proposed density would vary from 25-40 du/acre Maximum height: 50' Maximum setback: 20'

High Density Residential	High Density Residential	R-3, CC-R, P-C, PRD	Proposed density would vary from 30-80 du/acre/ Maximum height 8 stories or 100' No front setback (build-to-line) Surface parking lots in back of building
Park & Open Space	Parks and Open Land	PRO	

Table 2: Historic Gardner - SAP Proposed Land Uses & Future Land Use Comparison

SAP Proposed Land Uses	West Jordan Future Land Uses (from General Plan)	Corresponding Zoning District	Comments
Mixed-Use Commercial	City Center/ TSOD, Mixed Use	CC-R, CC-F, P-C 60' max/ 2 stories min. Min. 14 du/acre Max. 25-50 du/acre	Keep TSOD heights. Proposed density would vary from 20-50 du/acre Maximum height: 6 stories or 80' Maximum front setback: 15'
Cultural/ Entertainment	City Center/TSOD, Mixed-Use, Community Commercial, Neighborhood Commercial, Regional Commercial, Professional Office	CC-C, CC-F, CC-R, CG, SC-2, SC-3, P-C, P-F	
Low Density Residential	High Density Residential, Medium Density Residential	R-3, R2, R-1-5, R-1-6, CC-R, P-C, PRD, IH Density: 5.6 to 10 units/acre Very high density: 10.1 to 24 units/acre Building heights: 35'	Proposed density would vary from 5-30 du/acre Maximum height: 3 stories or 45' Maximum front setback: 25'
Medium Density Residential	High Density Residential	CC-R, P-C, PRD, R-3	Proposed density would vary from 25-55 du/acre Maximum height: 4 stories or 55' Maximum front setback: 15'
Agricultural Residential	Very Low Density Residential, Low Density Residential	RR, RE, R-1-9, R-1-10, R-1-12, R-1-14, R-1-8, R-1-9, R-1-10, PC, PRD, IH	Proposed density would vary from 2-5 du/acre Maximum height: 2 stories or 35' Clustered development
Park & Open Space	Parks and Open Land, Future Park	PRO, P-F	

MIDVALE CITY POLICY ANALYSIS AND RECOMMENDATIONS

BINGHAM JUNCTION

The proposed changes to current zoning in the Bingham Junction Station Area include a small area around the station and therefore we recommend amending the current Junction at Midvale overlay (JM) and creating one or two new subareas within the existing overlay to accommodate the new mixed-use and office land uses. As part of the proposed office land use east of the TRAX station lies outside of the existing overlay, we recommend amending the JMO overlay boundary to include the new proposed office land use.

For the new mixed-use area proposed between the new office use and 7000 S, a new overlay could be created to avoid amending existing zoning districts. This area is currently zoned as Clean Industrial (CI) and Main Street Form-Based Code (MS-FBC).

Table 3: Bingham Junction – Proposed Land Use and Current Zoning Comparison

SAP Proposed Land Uses	Corresponding Zoning District	Comments
Mixed-Use Commercial	Mixed-use	Proposed density would vary from 50-65 du/acre Maximum height: 8 stories or 100' Maximum front setback: 15'
Medium Density Residential	Residential Multifamily 30du/ acre maximum density	Proposed density would vary from 30 to 50 du/acre Maximum height: 4 stories or 55' Maximum front setback: 25'
Office		Maximum height: 4 stories or 55' Maximum front setback: 25'

CATALYST SITES & PROJECTS

BINGHAM JUNCTION

A 2.7 acre parcel owned by UTA can become a catalyst project in the Bingham Junction station area. Given the low numbers of park-and-ride parking requirements, the site can be redeveloped into flexible mixed-use development, accommodating the bus drop off and ADA parking to the east of the parcel and park-and-ride parking in a new shared parking garage.

HISTORIC GARDNER

Similarly, a 2.1 acre site owned by UTA currently used as park-and-ride can be redesigned to accommodate needed parking for the TRAX station users and a small mixed-use residential building.

A series of parcels owned by West Jordan City along the Jordan River have the potential to become a regional park with outdoor amenities and new access to the Jordan River Parkway.

CITY CENTER

In the City Center station area, a large parcel owned by the Jordan School District has the potential to become a key catalyst project. With 17.3 acres this parcel can accommodate some of the existing School District uses, new office space, a shared parking garage, and some retail to create a node in the new downtown area.

The 8 acre UTA parcel can also incorporate new retail and residential uses by the station, triggering activation and future redevelopment of the area.

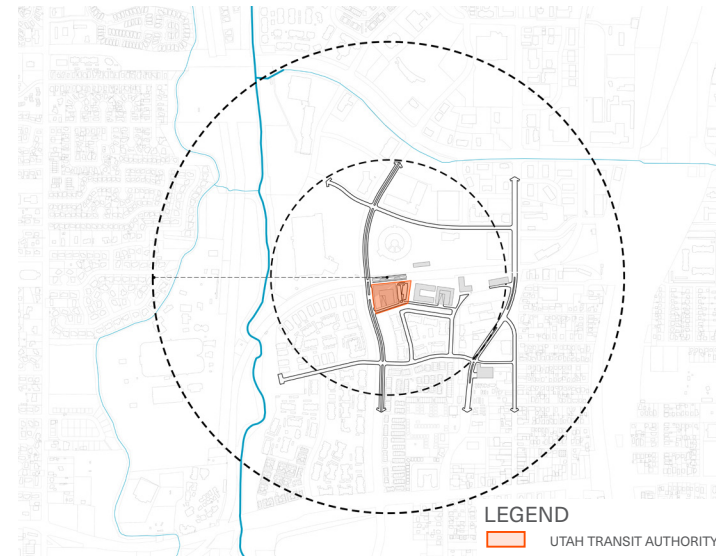


Figure 54: Catalyst Diagram | Bingham Junction Station

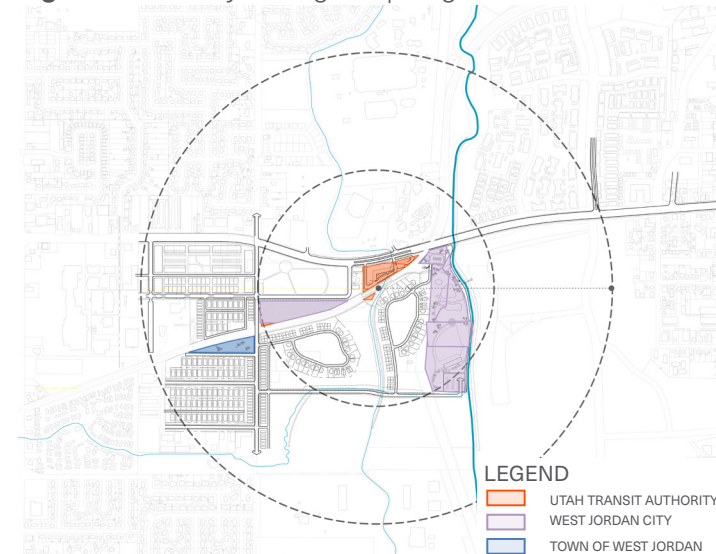


Figure 55: Catalyst Diagram | Historic Gardner Station

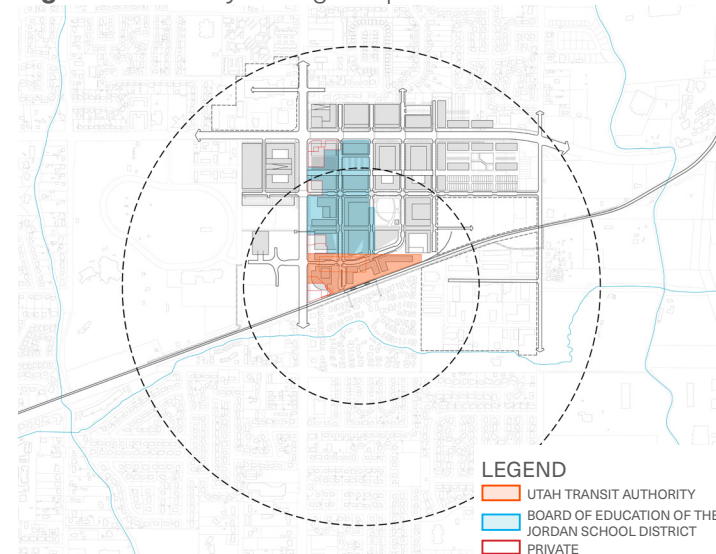


Figure 56: Catalyst Diagram | City Center Station

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APPENDIX A

EXISTING ECONOMIC CONDITIONS ANALYSIS

INTRODUCTION

This memorandum provides a baseline assessment of demographic, economic, and real estate market conditions of West Jordan City, Midvale City, Salt Lake County, and the half-mile radius around the Bingham Junction, West Jordan City Center and Historic Gardner TRAX stations. It also examines the moderate incoming housing needs of West Jordan and Midvale.

SOCIOECONOMIC EXISTING CONDITIONS

POPULATION & GROWTH PROJECTIONS

Table 5 illustrates population and population growth projections for Salt Lake County, West Jordan, Midvale, and all three station areas. According to data retrieved from ESRI, West Jordan and Midvale population has increased and will continue to increase. Midvale has experienced twice the annual growth rate (3.14%) when compared to West Jordan (1.49%) and the county (1.58%) and will also continue to grow faster in the next five years.

For the station areas, large growths have occurred around the Bingham Junction (432.30%) and Historic Gardner (207.58%) stations. These station areas will continue to grow, although at a small rate, in the next five years. For the West Jordan City Center station, the least amount of growth occurred between 2010-2022 and will decrease in population slightly in the next five years.

HOUSEHOLD & GROWTH PROJECTIONS

Between 2010 and 2022, Midvale had the largest increase of households with a 3.47% annual growth rate. Like population growth, Midvale also had a higher annual growth rate from 2010 to 2022 when compared to West Jordan (1.93%) and the county (1.89%). Household growth for both Midvale (2.35%) and West Jordan (0.85%) are forecasted to grow at a positive rate annually over the next five years. Family households account for 81.94% of all households in West Jordan with an average family size of 3.31 persons. For Midvale, family households account for 58.38% of all households with an average family size of 2.48 persons.

When examining the station areas, Bingham Junction experienced the largest spike in number of households

(29.92%) and has the highest annual growth rate for the next five years (3.60%). While West Jordan City Center appears to experience negative growth in the next five years (-0.05%), it presents the biggest opportunity to develop for future growth.

AGE

Midvale's median age is 33, which is the same median age as the county (33) and slightly higher than West Jordan (30.5). The largest age groups in Midvale are 0 to 9-year-old (18.71%), 30 to 39-year-old (17.92%), and 20 to 29-year-old (16.83%). Based on this analysis, the composition of age demographics in both Midvale City and West Jordan City are most likely residents with multiple young children.

In the half-mile radius of Bingham Junction TRAX station, nearly one-quarter of residents are 20 to 29-year-old (24.07%), while residents aged 30 to 39-years-old make up 19.74% of the population. The area has a higher percentage of children ages 0 to 9 (12.52%) than 10-19 (9.90%). This follows a similar pattern in the half-mile radius of both City Center and Historic Gardner.

Table 4: Population Growth Projections. Source: ESRI.

Community	2010 Population	2022 Population	2010-2022 Annual Growth Rate %	2027 Population	2022-2027 Annual Growth Rate %
Salt Lake County	1,029,629	1,225,168	1.58%	1,269,661	0.73%
West Jordan City	103,055	121,465	1.49%	126,867	0.89%
Midvale City	27,904	38,425	3.14%	42,663	2.21%
TRAX-Bingham Junction (0.5 miles)	907	4,828	36.03%	5,677	3.52%
TRAX-West Jordan City (0.5 miles)	2,502	2,507	0.02%	2,493	-0.11%
TRAX-Historic Gardner (0.5 miles)	871	2,679	17.30%	3,040	2.70%

Table 5: Household Historic and Future Growth. Source: ESRI.

Community	2010 Households	2022 Households	2022 Total Family Households	2010-2022 Annual Growth Rate %	2027 Households	2022-2027 Annual Growth Rate %	2022 Average Household Size
Salt Lake County	342,613	420,281	69.58%	1.89%	437,683	0.83%	2.87
West Jordan City	29,616	36,483	81.94%	1.93%	38,037	0.85%	3.31
Midvale City	10,826	15,338	58.38%	3.47%	17,142	2.35%	2.48
TRAX-Bingham Junction (0.5 miles)	495	2,272	50.04%	29.92%	2,681	3.60%	2.03
TRAX-West Jordan City (0.5 miles)	758	789	80.99%	0.34%	787	-0.05%	3.17
TRAX-Historic Gardner (0.5 miles)	355	1,237	55.62%	20.70%	1,414	2.86%	2.12

Table 6: Median Age and 2022 Age Distribution (% of Population). Source: ESRI.

Age (%)	Salt Lake County, UT	West Jordan City, UT	Midvale City, UT	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
2022 Median Age	33.0	30.5	33.0	31.6	31.8	31.5
2027 Median Age	33.6	30.9	32.3	30.5	31.7	30.8
Age 0-4 (%)	8.05%	9.47%	7.82%	6.84%	8.97%	7.54%
Age 5-9 (%)	7.93%	9.24%	7.15%	5.68%	8.86%	6.68%
Age 10-14 (%)	7.59%	8.64%	6.62%	4.54%	8.30%	5.67%
Age 15-19 (%)	6.73%	7.18%	6.04%	5.36%	6.58%	5.79%
Age 20-24 (%)	6.53%	6.33%	7.85%	10.65%	5.82%	9.29%
Age 25-29 (%)	7.96%	8.19%	8.98%	13.42%	8.14%	11.94%
Age 30-34 (%)	8.60%	8.94%	9.13%	10.96%	9.29%	10.12%
Age 35-39 (%)	8.12%	8.49%	8.79%	8.78%	7.82%	8.06%
Age 40-44 (%)	6.98%	7.21%	7.34%	6.46%	7.22%	6.64%
Age 45-49 (%)	5.52%	5.52%	5.40%	5.20%	5.42%	5.34%
Age 50-54 (%)	4.92%	4.64%	4.58%	4.62%	4.79%	4.93%
Age 55-59 (%)	4.82%	4.26%	4.55%	4.12%	4.83%	4.22%
Age 60-64 (%)	4.62%	3.97%	4.00%	3.73%	4.91%	3.88%
Age 65-69 (%)	4.00%	3.20%	3.63%	2.88%	3.87%	3.21%
Age 70-74 (%)	3.02%	2.19%	2.78%	2.24%	2.27%	2.54%
Age 75-79 (%)	2.05%	1.26%	2.37%	1.70%	1.48%	1.72%
Age 80-84 (%)	1.27%	0.66%	1.54%	1.24%	0.84%	1.12%
Age 85+ (%)	1.29%	0.60%	1.42%	1.59%	0.60%	1.34%

INCOME

West Jordan's median household income is \$89,967, which is higher than Salt Lake County (\$85,944) and significantly higher than Midvale City (\$67,373). At all levels, the median household income will continue to increase, growing by 3.60% annually for the county, 3.16% for West Jordan, and 3.25% for Midvale. By 2027,

West Jordan (\$105,105) will still have the highest income compared to the county (\$102,572) and Midvale (\$79,044). When examining the median household incomes around the station areas, West Jordan City Center has the highest income at \$81,125 and Bingham Junction has the lowest at \$74,908. All three station areas will continue to see increases in median household income in the next five years.

Table 7: Median Household Income and 2022 Household Income Distribution (% of Households). Source: ESRI.

Household Income	Salt Lake County, UT	West Jordan City, UT	Midvale City, UT	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
2022 Median Household Income	\$85,944	\$89,967	\$67,373	\$74,908	\$81,125	\$79,064
2027 Median Household Income	\$102,572	\$105,105	\$79,044	\$81,958	\$95,284	\$88,334
2022-2027 Annual Growth Rate (%)	3.60%	3.16%	3.25%	1.82%	3.27%	2.24%
< \$15,000 (%)	5.48%	2.88%	7.27%	5.11%	4.82%	4.28%
\$15,000-\$24,999	4.49%	2.69%	6.15%	6.51%	2.92%	5.66%
\$25,000-\$34,999	5.26%	4.82%	5.62%	4.36%	5.58%	4.37%
\$35,000-\$49,999	8.99%	8.19%	12.26%	6.82%	12.17%	7.68%
\$50,000-\$74,999	17.53%	18.57%	24.10%	27.24%	18.50%	24.49%
\$75,000-\$99,999	16.05%	19.08%	16.63%	15.85%	19.26%	16.57%
\$100,000-\$149,999	22.28%	26.40%	18.73%	18.27%	18.88%	20.53%
\$150,000-\$199,999	10.79%	11.85%	5.36%	8.58%	12.55%	10.02%
\$200,000 or greater	9.12%	5.53%	3.88%	7.22%	5.45%	6.39%

Table 8: 2022 Race and Ethnicity. Source: ESRI.

Race & Ethnicity	Salt Lake County, UT	West Jordan City, UT	Midvale City, UT	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
2022 White Population (%)	71.22%	70.68%	65.88%	61.64%	65.46%	64.50%
2022 Black/African American Population (%)	2.03%	1.33%	3.13%	4.97%	0.80%	4.03%
2022 Pacific Islander Population (%)	1.84%	2.10%	1.56%	1.84%	1.16%	1.94%
2022 American Indian/Alaska Native Population (%)	1.13%	1.03%	1.39%	1.39%	0.88%	0.97%
2022 Asian Population (%)	4.43%	3.50%	4.58%	8.10%	3.75%	8.17%
2022 Other Race Population (%)	9.35%	10.01%	11.36%	9.84%	16.51%	8.25%
2022 Population of Two or More Races (%)	10.02%	11.34%	12.09%	12.20%	11.45%	12.09%
2022 Hispanic Population (%)	19.51%	22.25%	23.72%	22.41%	30.04%	19.93%
2022 Non-Hispanic Population (%)	80.49%	77.75%	76.28%	77.59%	69.96%	80.07%
2022 Population by Race Base	1,225,168	121,466	38,426	4,827	2,507	2,678
2022 Diversity Index	63.7	65.7	70.3	73	72.7	69.6

Table 9: Employment Trends. Source: ESRI.

	Salt Lake County	West Jordan City	Midvale City	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
2022 Total Population	1,225,168	121,465	38,425	4,828	2,507	2,679
2022 Total Daytime Population	1,302,595	100,295	37,099	5,979	4,893	2,431
2022 Daytime Population: Workers	741,325	43,948	20,479	3,972	3,774	1,245
2022 Daytime Population: Residents	561,270	56,347	16,620	2,007	1,119	1,186
2022 Civilian Population Age 16+ in Labor Force	682,155	67,217	22,668	2,935	1,426	1,557
2022 Employed Civilian Population Age 16+	98.1%	98.2%	97.8%	97.7%	98.9%	97.5%
2022 Unemployment Rate	1.9%	1.8%	2.2%	2.3%	1.1%	2.5%

RACE & ETHNICITY

The ethnicity of West Jordan and Midvale are predominantly white at 70.68% and 65.88% respectively. This compares to Salt Lake County, which is 71.22% white. When compared to the county (19.51%), both West Jordan City (22.25%) and Midvale City (23.72%) have a higher percentage of Hispanic population.

“Other” races/ethnicity make up for 10.01% (West Jordan) and 11.36% (Midvale), which are both higher when compared to the county (9.35%). In West Jordan, 11.34% reported at “two or more races,” compared to 12.09% in Midvale City and 10.02% at the county level. Smaller percentages of the population reported as Pacific Islander, American Indian/Alaska Native, Asian, and Black/African American. The half-mile radius around Bingham Junction has the highest Diversity Index (73) compared to both station areas, cities, and the county.

EMPLOYMENT

Unlike Salt Lake County, daytime population for both West Jordan and Midvale decreases during work hours. The decrease in population indicates the area is not a net attractor for employees and residents commute outside of the area for work. West Jordan City Center is the only area that has more residents (56%) during the day than workers (44%). The unemployment rate for Salt Lake County, West Jordan, and Midvale are relatively low, with West Jordan at the lowest rate (1.8%).

Bingham Junction and West Jordan City Center station areas follow the same pattern as the county with an increase in population during the day. The Historic Gardner station, however, has a decrease in population during the day. At all three station areas, the number of employees is more than 50% of their daytime population. The unemployment rate for all three station areas is relatively low, with West Jordan City Center at the lowest (1.1%).

BUSINESS

Retail Trade Business is the largest sector of employment at both the city (West Jordan = 14.6%, Midvale = 16.0%) and county level (13.4%). When comparing West Jordan and Midvale, West Jordan's second largest sector of employment is in Health Care & Social Assistance (11.4%) while Midvale's is Other Services (11.8%). The third and fourth highest percentage of workers within West Jordan are in Construction Businesses (10.6%) and Other Services (9.6%). For Midvale, it's in Professional, Scientific & Tech Services (10.2%) and Accommodation & Food Services (9.1%). West Jordan has a significantly lower percentage of workers in the Professional, Scientific & Tech Services but higher in Construction Businesses when compared to county and Midvale. Midvale has a lower percentage of workers in Health Care & Social Assistance compared to the county and West Jordan.

When examining the station areas, Bingham Junction (17.8%) and Historic Gardner (20.8%) follow the same patterns as the cities and county with the largest percentage of employers in Retail Trade Businesses. While the West Jordan City Center station has the most employers in Other Services (14.0%), its second largest is in Retail Trade Businesses (11.7%). Bingham Junction has a large number of Professional, Scientific & Tech Services employees compared to the other stations. Construction businesses also have a decent presence in all three station areas.

EXISTING HOUSING CONDITIONS ANALYSIS

HOUSING STOCK

SINGLE VS. MULTI-FAMILY HOUSING

To determine what type of housing should be in the station areas, it is important to understand the housing conditions and needs of West Jordan and Midvale. Based on the 2022 ESRI data, West Jordan has a total of 37,805 housing units and Midvale has 16,382 housing units. Table 12 breaks down these units into three categories: single-family units, multi-family units and mobile homes.

Single family homes are defined by the U.S. census bureau as “fully detached, semi-detached, semi-attached, side-by-side, row houses, and townhouses.” For the purpose of this analysis, townhomes are considered a type of single-family home. At 81.0%, or approximately 30,622 units, nearly all of West Jordan housing stock is comprised of single-family homes. This is significantly higher than the county, in which single-family homes comprise about 70% of all housing. Midvale does not follow the same pattern though, where only 47.6%, or approximately 7,798 units, are classified as single-family homes.

Multi-family homes are defined by the U.S. census bureau as “residential buildings containing units built one on top of another and those built side-by-side which do not have a ground-to-roof wall and/or have common facilities (i.e., attic, basement, heating plant, plumbing, etc.)” At 16.7%, or 6,313 units, West Jordan has significantly fewer multifamily units as proportion of total housing than the county (27.7%). Midvale’s largest housing type is multi-family at 51.8%, or 8,486 units.

TOTAL OCCUPIED UNITS AND HOUSING TENURE

Out of West Jordan’s 37,805 housing units, 96.5%, or 36,482 units are occupied. 93.6%, or 15,334 units of Midvale’s housing are occupied. Both cities are consistent with the county’s occupancy rate of 94.4%. West Jordan and Midvale’s high occupancy rates can be interpreted to mean that housing units are being absorbed by the market as they become vacant or are built. Table 13 breaks down the housing tenure between the county, West Jordan, and Midvale.

West Jordan has a higher proportion of owner-occupied units than both the county and Midvale. Based on 2022 ESRI data, 74.4% of West Jordan’s housing units are owner occupied, higher than owner occupied units within the county (66.3%), and drastically higher than Midvale (41.9%). Inversely, West Jordan has a lower renter population (25.6%) than both the county (33.8%) and Midvale (58.1%), likely due to the limited number of multi-family units within the city. Midvale has a larger portion of rental occupied than owner occupied homes, although it overall has less than 50% of housing units compared to West Jordan.

HOUSING UNITS BY NUMBER OF BEDROOMS

The number of available bedrooms within an area’s housing stock is important to accommodate living situations, from single person to multi-generational households and larger families. At 79.7%, West Jordan has more three-, four- and five plus-bedroom units than both the county (66.7%) and Midvale (47.5%). West Jordan’s high number of three plus bedroom dwelling units is a result of the city’s high contention of single-family homes and large family size. While large dwelling units are common in West Jordan, one- and two-bedroom units are limited, with only 19.8% of housing units having one and two bedrooms. With too few one-and-two-bedroom units available, smaller households may be forced to look elsewhere to find size appropriate housing options. Midvale’s housing stock is more evenly balanced, with 49.5% of the housing stock’s are one- and two-bedroom units, 47.5% are three or more bedrooms, and 3% studio units.

Table 10: Business Profile. Source: ESRI.

	Salt Lake County	West Jordan City	Midvale City	TRAX-Bingham Junction (0.5 miles)	TRAX-West Jordan City Center (0.5 miles)	TRAX-Historic Gardner (0.5 miles)
Total Businesses	38,096	2,262	1,325	157	222	72
Agriculture, Forestry, Fishing & Hunting Businesses (%)	0.1%	0.2%	0.0%	0.0%	0.9%	0.0%
Mining Businesses (%)	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%
Utilities Businesses (%)	0.1%	0.2%	0.2%	0.6%	0.0%	1.4%
Construction Businesses (%)	6.7%	10.6%	7.5%	7.0%	9.9%	9.7%
Manufacturing Businesses (%)	4.1%	4.9%	3.4%	3.8%	8.1%	6.9%
Wholesale Trade Businesses (%)	3.6%	3.4%	3.4%	2.5%	3.2%	2.8%
Retail Trade Businesses (%)	13.4%	14.6%	16.0%	17.8%	11.7%	20.8%
Transportation & Warehousing Businesses (%)	1.6%	1.3%	1.0%	0.3%	1.8%	1.4%
Information Businesses (%)	2.5%	2.0%	2.7%	0.6%	2.7%	1.4%
Finance & Insurance Businesses (%)	6.3%	5.8%	5.7%	3.2%	6.3%	2.8%
Real Estate, Rental & Leasing Businesses (%)	5.4%	4.9%	6.4%	7.0%	3.6%	6.9%
Professional, Scientific & Tech Services (%)	10.7%	6.7%	10.2%	12.1%	5.0%	6.9%
Management of Companies & Enterprises (%)	0.2%	0.1%	0.3%	0.6%	0.0%	0.0%
Admin & Support & Waste Management & Remediation (%)	3.5%	3.6%	4.2%	6.4%	3.6%	6.9%
Educational Services (%)	2.8%	3.3%	1.4%	0.6%	0.9%	0.0%
Health Care & Social Assistance (%)	10.1%	11.4%	6.7%	3.8%	5.9%	4.2%
Arts, Entertainment & Recreation (%)	1.7%	1.3%	1.3%	1.9%	2.7%	1.4%
Accommodation & Food Services (%)	6.9%	7.3%	9.1%	12.7%	6.8%	8.3%
Other Services (%)	10.3%	9.6%	11.8%	7.0%	14.0%	11.1%
Public Administration (%)	2.1%	1.9%	2.0%	3.8%	9.9%	0.0%
Unclassified Establishments (%)	7.6%	6.7%	6.8%	7.6%	3.6%	5.6%

Table 11: Housing by Type. Source: ESRI.

Housing Type	Salt Lake County	West Jordan City	Midvale City
Total Single-family	70.4%	81.0%	47.6%
Detached	62.7%	71.7%	35.3%
Attached	7.7%	9.3%	12.3%
Multi-family Units	27.7%	16.7%	51.8%
Mobile Homes	1.8%	2.3%	0.6%

Table 12: Ownership Status. Source: ESRI.

Housing Tenure	Salt Lake County	West Jordan City	Midvale City
Total Housing Units	445,306	37,805	16,382
Owner Occupied	66.3%	74.4%	41.9%
Renter Occupied	33.8%	25.6%	58.1%
Vacant Housing	5.6%	3.5%	6.4%

Table 13: . Number of Bedrooms by Structure. Source: American Community Survey Five-year

Number of Bedrooms	Salt Lake County	West Jordan City	Midvale City
0 Bedrooms	2.0%	0.5%	2.9%
1 Bedroom	9.7%	5.6%	15.4%
2 Bedrooms	21.5%	14.2%	34.1%
3 Bedrooms	25.7%	29.3%	27.2%
4 Bedrooms	21.9%	24.8%	13.9%
5 or More Bedrooms	19.1%	25.6%	6.4%

MODERATE INCOME HOUSING ANALYSIS

INTRODUCTION

WHAT IS MODERATE INCOME HOUSING

Moderate income households are considered by the State of Utah to be those making less 80% of the area median income (AMI). AMI is determined by the county in which the city is located. Other targeted income groups are defined as those making less than 50% and 30% of AMI. According to U.S. Department of Housing and Urban Development (HUD), the affordable monthly housing payment for either mortgage or rent should be no more than 30% of gross monthly income (GMI) and should include utilities and housing costs such as mortgage, property taxes, and hazard insurance. To calculate affordability in relation to household size, HUD estimates median family income (MFI) annually for each metropolitan area and non-metropolitan county.

It is not clearly stated in the Utah Code whether those of moderate income must be able to purchase a home, so the allowance is applied to both rental rates and mortgages. Affordable housing is considered to be any housing option that accommodates the targeted income groups and meets the payment requirements.

AREA MEDIAN INCOME

The area median income (AMI) is the midpoint of a region's income distribution - half of the households in the region earn more and half earn less. AMI is important because each year HUD calculates the median income for every metropolitan region in the country and this statistic is used to determine whether families are eligible for certain affordable housing programs.

HUD focuses on the entire region, not just the city, because families searching for housing are likely to look beyond the city itself to find a place to live. AMI is typically distinguished between three types of households. Households earning less than 80% of the AMI are considered low-income households by HUD. Very low-income households earn less than 50% of the AMI and extremely low-income households earn less than 30% of the AMI. The AMI for Salt Lake City MSA, is \$102,400 per year. While this number is often used to determine eligibility for certain government sponsored housing assistance programs, it can also be used to

calculate a household's projected expenditures on rent and/or mortgage payments.

HUD AREA MEDIAN INCOME LIMITS

Table 15 illustrates the approximate distribution of households in Salt Lake City MSA by AMI threshold. Because AMI thresholds established by HUD do not exactly match the distribution of households by income bracket as recorded by the U.S. Census Bureau, the estimated number of households within each income level are matched as closely as possible with their corresponding income bracket. However, because it is not an exact match by census income bracket, the number of households within each AMI threshold should be considered an approximation.

The distribution of households within Table 15 show that approximately 55.4% of households falls below the 80% AMI threshold. This has implications for housing within Salt Lake City MSA and can be interpreted to mean there is a need for low- and moderate-income housing.

AFFORDABILITY MONTHLY ALLOWANCE FOR RENTAL AND FOR-SALE PRODUCTS

Using HUD's defined AMI for the Salt Lake City MSA, we can calculate an affordable monthly allowance for households making 30% to 120% of the AMI. This monthly allowance can be used to gauge affordable monthly rent and mortgage payment levels for households at different income levels. For example, a family of four living in the Salt Lake City MSA at the median income could afford \$2,560 per month for housing (Table 16).

To translate these affordability levels into home values, we assume mortgage rates of 5%, 6%, and 7% with a 30-year term, current property tax rates, insurance costs, a 10% down payment, and a monthly utility expenditure of \$275 per month. Table 17 list the range of home prices that are attainable at varying AMI thresholds and mortgage rates. For example, a family of four living in the Salt Lake City MSA at the median income would need to make an average of \$102,400/year to afford a home price of \$383,939 with a 5% mortgage.

To calculate affordability levels into price appropriate rental rates, it was assumed that households would pay rental costs no larger than 30% of their monthly income and that rent would be paid monthly. Table 16 illustrates rental price ranges that are attainable to households at the varying AMI thresholds.

Table 14: Distribution of Salt Lake City, UT MSA Households by AMI. Source: ESRI, HUD.

Income Level	Income Classification	AMI Threshold for a Family of Four	Estimated Households	Percentage
<30% of AMI	Extremely Low Income	\$30,700	2920	19.04%
30% to 50% of AMI	Low Income	\$30,700 - \$51,200	1880	12.26%
50% to 80% of AMI	Moderate Income	\$51,200 - \$81,900	3696	24.10%
80% to 100% of AMI	N/A	\$81,900 - \$102,400	2551	16.63%
100% to 120% of AMI	N/A	\$102,400 - \$122,880	2873	18.73%
>120% of AMI	N/A	>\$122,280	1417	9.24%

Table 15: Monthly Housing Allowance by Household Size. Source: HUD.

Income Category	Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income (30%)	\$538	\$615	\$691	\$768	\$830	\$891	\$953	\$1,014
Very Low Income (50%)	\$896	\$1,025	\$1,153	\$1,280	\$1,383	\$1,485	\$1,588	\$1,690
Low Income (80%)	\$1,434	\$1,639	\$1,844	\$2,048	\$2,213	\$2,376	\$2,540	\$2,028
Median Family Income (100%)	\$1,793	\$2,050	\$2,305	\$2,560	\$2,765	\$2,970	\$3,175	\$3,380
Above Median Income (120%)	\$2,151	\$2,460	\$2,766	\$3,072	\$3,318	\$3,564	\$3,810	\$4,056

Table 16: Home Affordability by AMI Threshold.

Household Income Range			Home Price Range for a Family of Four					
			5% Mortgage		6% Mortgage		7% Mortgage	
AMI Category	Income Range - Low	Income Range - High	Low	High	Low	High	Low	High
<30% of AMI	\$-	\$30,700	\$-	\$71,320	\$-	\$63,858	\$-	\$57,547
30% to 50% of AMI	\$30,700	\$51,200	\$71,320	\$158,569	\$63,858	\$141,979	\$57,547	\$127,947
50% to 80% of AMI	\$51,200	\$81,900	\$158,569	\$297,910	\$141,979	\$266,741	\$127,947	\$240,379
80% to 100% of AMI	\$81,900	\$102,400	\$297,910	\$383,939	\$266,741	\$343,769	\$240,379	\$309,794
100% to 120% of AMI	\$102,400	\$122,880	\$383,939	\$469,969	\$343,769	\$420,798	\$309,794	\$379,210

ESTIMATE OF EXISTING HOUSING SUPPLY: WEST JORDAN

In 2020 the West Jordan City completed their Moderate-Income Housing Assessment, a component of the City's General Plan. Assessment used data from the US Census Bureau and US Department of Housing and Urban Development (HUD) to quantify the city's existing and anticipated supply of moderate-income housing. Since 2012, 4,853 dwelling units have been constructed in West Jordan. Of these dwelling units, many are only affordable to household earning more than 100% of the area's median income. Demand for moderate income housing will continue to increase as population and households increase. According to HUD, 22% of households are expending more than 30% of their household income on housing costs. Table 19 displays the approximate housing cost burden ratio based on AMI level.

Within the past 50 years, West Jordan has transformed from its previous rural farming community to a now predominately low to medium density single family suburban community with a lack of multi-family available.

While the zoning for West Jordan does not prohibit the development of low to moderate income housing, the lot size and house size requirements for the zoning districts make it difficult to develop low to moderate income housing. West Jordan are making initiatives to plan more multi-family dwellings, particularly in areas with mass transit and building in density of at least 45 units per acre.

Table 17: Supportable Monthly Rent by AMI Threshold.

Household Income Range			Rental Price Range	
AMI Category	Income Range - Low	Income Range - High	Low	High
<30% of AMI	\$-	\$30,700	\$-	\$768
30% to 50% of AMI	\$30,700	\$51,200	\$768	\$1,280
50% to 80% of AMI	\$51,200	\$81,900	\$1,280	\$2,048
80% to 100% of AMI	\$74,900	\$102,400	\$1,873	\$2,560
100% to 120% of AMI	\$102,400	\$122,880	\$2,560	\$3,072

Table 18: Housing Cost Burden Ratio at HUD's 80%, 50%, and 30% Income Limits based Source: West Jordan 2020 Moderate Incoming Housing Report.

Table B25088 Table B19019	2009 American Community Survey	2017 American Community Survey	2025 Projection
Ratio of median rent in the municipality to 100% of the median income of a family of 4 in the county	15.5%	15.9%	16.2%
Ratio of median rent in the municipality to 80% of the median income of a family of 4 in the county	19.3%	19.9%	20.3%
Ratio of median rent in the municipality to 50% of the median income of a family of 4 in the county	30.9%	31.8%	32.4%
Ratio of median rent in the municipality to 30% of the median income of a family of 4 in the county	51.5%	52.9%	54.1%

ANTICIPATED NEED FOR MODERATE INCOME HOUSING: WEST JORDAN

West Jordan predicted that population growth will create a demand for 2,586 additional units by 2025 to fulfill the moderate-income housing need. 187 of the 2,586 units will be designed for extremely low-income (<30% AMI) households, 392 units for very-low income (30-50% AMI) households, and 375 new units for low-income (50%-80% AMI) households. From 2016 to 2018, West Jordan has made progress to fulfill these needs. West Jordan has provided 75 units for extremely low-

income (<30% AMI) households, 475 units for very-low income (30-50% AMI) households, and 150 new units for low-income (50-80% AMI) households. Tables 20 and 21 show this progression between 2016 and 2018 and Table 22 shows the current housing availability for each AMI. There is still a need for those in the low-income households, but there is a surplus for extremely low-income and very-low income households.

Table 19: 2016 Moderate Income Housing Supply. Source: West Jordan 2020 Moderate Incoming Housing Report.

2016 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	4,575	6,775	4,610	2,200	35
≤ 50% HAMFI	2,665	1,395	775	-1,270	-1,890
≤ 30% HAMFI	1,435	530	175	-905	-1,260

Table 20: 2018 Moderate Income Housing Supply. Source: West Jordan 2020 Moderate Incoming Housing Report.

2018 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	5,080	7,430	5,060	2,350	-20
≤ 50% HAMFI	2,730	1,935	1,075	-795	-1,655
≤ 30% HAMFI	1,375	545	170	-830	-1,205

Table 21: Progress of Supply and Moderate Income Housing Supply Need Remaining. Source: West Jordan 2020 Moderate Incoming Housing Report.

PROGRESS	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	505	655	450	150	-55
≤ 50% HAMFI	65	540	300	475	235
≤ 30% HAMFI	-60	15	-5	75	55

ESTIMATE OF EXISTING HOUSING SUPPLY AND HOUSING: MIDVALE

In 2019 Midvale City completed their Moderate-Income Housing Assessment, a component of the City's Housing Plan. Midvale's housing market today is driven by the short-term nature of its residents, where people move to Midvale as young adults and then will leave when their economic status grows, they start a family, etc. Currently, Midvale households live in their current home for less than five years and the median home value of Midvale is \$201,000, which is much lower than the county. Even though there is a lack of high-end housing in Midvale, there are still needs that need to be addressed for the low- and moderate-income residents. Currently, low- and moderate-income residents of Midvale live in homes that are too small, in poor condition, or have cost burdened rental rates. As

of 2019, 46% of households are expending more than 30% of their household income on rental housing. For homeowners, 22% fall into this cost-burdened category. 8% of homeowners are severely cost burdened, meaning 50% or more of a household's income is being spent on housing. Figure 52 breaks down the wages and affordable rent/home targets per AMI.

The AMI for Midvale is \$73,800. At 80% AMI, this equates to \$59,050, with rent that should cost around \$1,476/month and home-ownership around \$265,000 (\$1,193/month for mortgage).

As of 2018, it was evident that Midvale had affordable housing stock available in the 80% AMI, but 50% or lower AMI needs were not being met. Midvale had a deficit of 15 units for households making 80% of the AMI, a deficit of 1,620 units available to those making

50% of the AMI, and a deficit of 1,435 units for those making 30% of the AMI. Table 23 depicts the gap between Midvale households at HUD defined income limits and available dwelling for rent.

Table 22: Residential Distribution in West Jordan. Source: West Jordan 2020 Moderate Incoming Housing Report.

Zone	Acres	Percent of Total Acres	Net Residential Density	Land Use Designation
RR-20 (Rural Residential-20,000 sq. ft.)	774.04	3.73%	1.75	Very Low, Low
RR-30 (Rural Residential-30,000 sq. ft.)	4.96	0.02%	1.16	Very Low, Low
RR-40 (Rural Residential-40,000 sq. ft.)	470.91	2.27%	0.87	Very Low, Low
RE-20 (Rural Estate-20,000 sq. ft.)	68.62	0.33%	1.75	Very Low, Low
RE-30 (Rural Estate-30,000 sq. ft.)	4.72	0.02%	1.16	Very Low, Low
RE-40 (Rural Estate-40,000 sq. ft.)	0	0.00%	0.87	Very Low, Low
*R-1-4 (Single Family 4000 sq. ft.)	137.82	0.66%	8.7	High * No longer available
R-1-5 (Single Family 5000 sq. ft.)	0	0.00%	6.9	High
R-1-6 (Single Family 6000 sq. ft.)	890.05	4.28%	5.8	High
R-1-8 (Single Family 8000 sq. ft.)	1617	7.78%	4.3	Medium
R-1-9 (Single Family 9000 sq. ft.)	11.4	0.05%	3.8	Medium
R-1-10 (Single Family 10,000 sq. ft.)	3405.65	16.41%	3.4	Medium
R-1-12 (Single Family 12,000 sq. ft.)	646.09	3.11%	2.9	Low
R-1-14 (Single Family 14,000 sq. ft.)	52.9	0.25%	2.4	Low

Zone	Acres	Percent of Total Acres	Net Residential Density	Land Use Designation
Multi-Family Zones				
RM (Mobile Home Residential)	132.85	0.64%	5.8	High Density
R-2 (Two-Family Residential)	171.31	0.83%	8.7	High Density
R-3 (Multiple-Family Residential) 7 Zones	359.42	1.73%	6 to 22	High, Very High



Figure 57: AMI Categories. Source: 2019 Midvale City Housing Plan.

ANTICIPATED NEED FOR MODERATE INCOME HOUSING: MIDVALE

Midvale will experience an increase of approximately 15,330 new residents by 2040, which will require an additional 5,334 new housing units of all types to support this growth. Midvale has limited undeveloped land, so in order for the city to meet this growth needs,

land use policies will need to be considered. Table 24 displays the projected growth by structure type for 2024 and compares with the current occupancy. While there has been progression of adding new units, there will still be a need to fulfill. This will be addressed with mixed-use development, which will include residential, office, and retail.

Table 23: Affordable Housing Demand. Source: 2019 Midvale City Housing Plan.

2018 Shortage	Renter Household	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	4,065	6,190	4,050	2,125	-15
≤ 50% HAMFI	2,480	1,835	860	-645	-1,620
≤ 30% HAMFI	1,595	370	160	-1,225	-1,435

Table 24: Supply Housing Units in Midvale by Structure. Source: 2019 Midvale City Housing Plan.

	2010 American Community Survey	2016 American Community Survey	Annual Growth in Units	2024 Projection	Difference between 2017 and 2024
TOTAL HOUSING UNITS (ACS Table B25001)	11,388	12,669	209	13,898	1,229
Total Occupied Units (ACS Table B25032)	10,581	11,910	218	13,234	1,324
Owner-Occupied Structures (ACS Table B25032)	4,944	5,040	24	5,285	245
1 unit, detached	3,732	3,432	-50	3,231	-201
1 unit, attached	704	922	38	1,111	189
2 units	104	113	1	129	16
3 or 4 units	65	109	7	147	38
5 to 9 units	135	140	3	181	41
10 to 19 units	56	258	40	542	284
20 to 49 units	0	7	1	8	1
50 or more units	13	8	-1	0	-8
Mobile Homes	135	51	-15	0	-51
Boat, RV, Van, etc.	0	0	0	0	0
Renter-Occupied Structures (ACS Table B25032)	5,637	6,870	194	7,950	1,080
1 unit, detached	658	649	-3	704	55
1 unit, attached	342	538	36	799	261
2 units	416	513	19	580	67
3 or 4 units	559	797	33	953	156
5 to 9 units	643	916	47	1,217	301
10 to 19 units	1,384	1,944	89	2,394	450
20 to 49 units	1,257	921	-56	531	-390
50 or more units	329	583	35	789	206
Mobile Homes	49	9	-7	0	-9
Boat, RV, Van, etc.	0	0	0	0	0

REAL ESTATE TRENDS & FORECASTS

Understanding the current conditions of the real estate market for both West Jordan and Midvale will help program what will be needed for each station area plan. The following sections analyze the real estate trends for West Jordan and Midvale.

RETAIL – WEST JORDAN CITY

INVENTORY & VACANCY

West Jordan has approximately 307 buildings and 5.5 million square feet of existing retail inventory. Occupancy within the market is extremely high, with 98.4% of all available retail space currently occupied. The majority of West Jordan's retail space is concentrated along Bangerter Highway, Redwood Road, 7800 S, W 9000 S. The majority of retail development within West Jordan is Neighborhood Center style development (e.g., mid-scale strip malls), General Retail development (e.g., standalone strip centers or pad site retail space), and Community Centers development (e.g., big box retailers and supermarkets). Figure 58 illustrates the distribution of retail throughout West Jordan.

Vacancy rates within the West Jordan market have historically ranged between 2.00% and 6.21%, indicating a strong retail market that can absorb new retail space as it is made available or introduced into the market. Vacancy rates have trended downward over the past year, dropping from 2.7% in 2022 to the current rate of 1.57%. Vacancy rates are projected to continue to remain low over the next five-year period, ranging between 1.6% and 2.4% between 2023 and 2027. Figure 59 illustrates historic and predicted future vacancy trends in West Jordan. Given historic and projected vacancy trends, it is predicted that vacancy within the West Jordan Market will continue to remain low, even as more retail products are introduced into the market.

RENTAL RATES AND PRICING

Current market rent per square foot in West Jordan is \$22.02. Rental rates within West Jordan have been climbing steadily for the past ten years, rising from \$16.16 in 2013 to their current high of \$22.02, and are forecasted to continue rising, growing to \$24.45 by 2027.

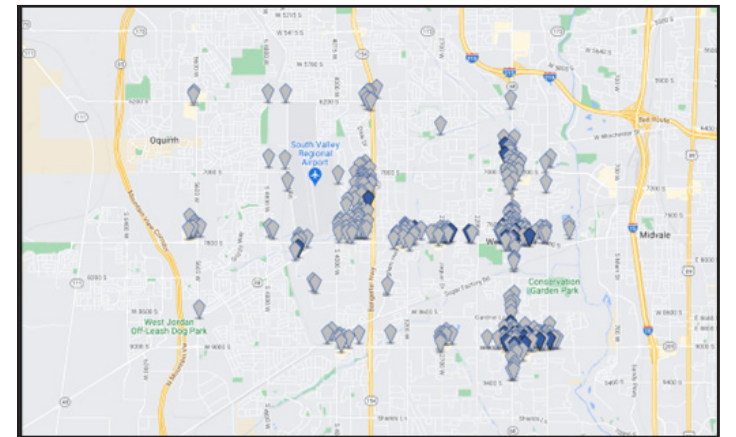


Figure 58: West Jordan Retail Locations. Source: CoStar.



Figure 59: West Jordan Retail Vacancy Trends. Source: CoStar.

Asking rent, or the rent paid after concessions are applied to rental rates, has remained steady with the market rent in West Jordan. Since 2021, there has been a spike and the current asking rent was greater than market rent. This positive within the market can be interpreted to mean that there is sufficient demand within the market to both lease space without offering incentives or lease to competing tenants who are offering rental rates greater than the market rate. Figure 55 illustrates historic and projected market and asking rent in West Jordan.

NEW DELIVERIES & ABSORPTION

West Jordan has experienced a significant amount of new retail development, with 313,000 square feet of new retail space delivered since 2013. Retail deliveries have since slowed, with only 46,500 square feet of new retail delivered in 2020 and 2023. Currently, there are five proposed and under construction retail projects in West Jordan totaling 55,090 square feet, none of which are adjacent to or nearby the UTA stations.

Absorption within the West Jordan market has varied, with approximately 77,000 square feet of retail space leased between 2022 and 2023. Historic trends indicated that as existing or new retail space is introduced, the market is quick to absorb it, with a 50% chance that space will be leased within 6.2 months. Figure 56 illustrates historic and predicted future absorption, deliveries, and vacancy in West Jordan.

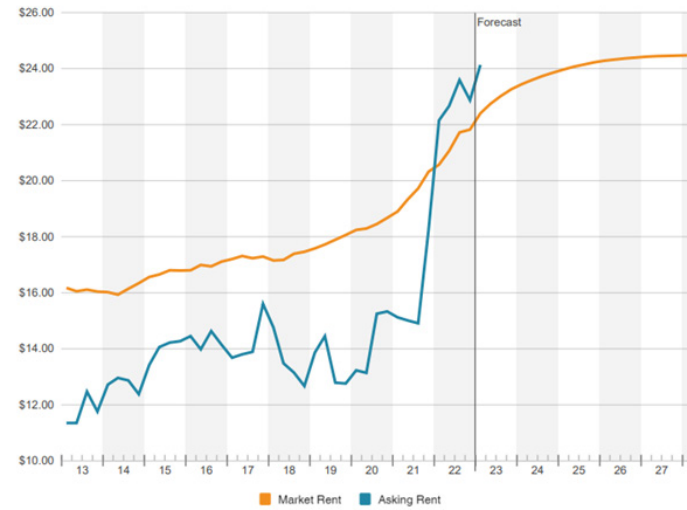


Figure 60: West Jordan Historic and Projected Rent. Source: CoStar.

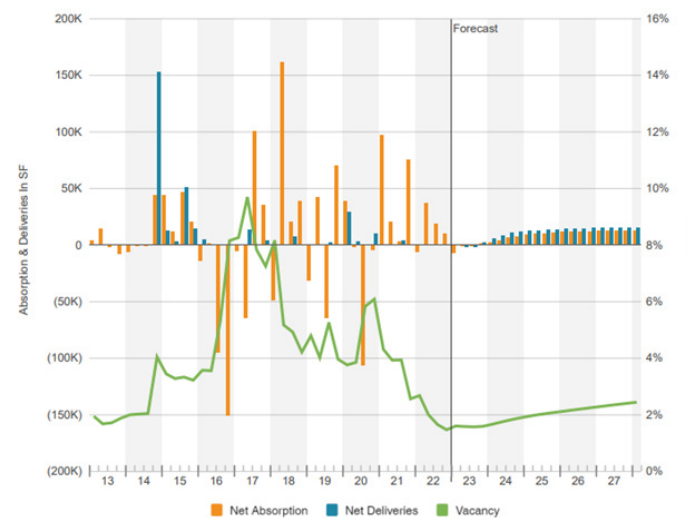


Figure 61: West Jordan Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

OFFICE – WEST JORDAN

INVENTORY & VACANCY TRENDS

West Jordan has approximately 122 buildings and two million square feet of existing office inventory. Of the two million square feet of office inventory, 613,000 square feet are located within a 1.0-mile radius of the UTA station areas. Occupancy of office space is mostly strong, with approximately 98.1% of all available office space occupied. Approximately 86% of West Jordan’s office space is rated as Class B. Class B buildings are well maintained and overall functional, with adequate mechanical, electrical and safety and security systems, a mid-quality level of interior finish, and tend to compete for a wide range of tenants within a market area. The remaining office space within West Jordan consists of 14% Class C office space. Figure 57 illustrates the distribution of offices throughout West Jordan.

Vacancy rates within the West Jordan office market have historically ranged between 1.60% and 5.34%, indicating a mostly strong office market that generally maintains lower levels of vacancy and absorbs new square footage as it is introduced into the market. Office vacancy rates have trended downward over the past year for office space, with rates dropping slightly from 2.5% in 2021 to the current rate of 1.9%.

Figure 58 illustrates historic and current vacancy trends for office space in West Jordan. Given historic and projected vacancy trends, it is predicted that vacancy within the West Jordan market will continue to remain low, though the introduction of new office space may cause rates to increase.

RENTAL RATES AND PRICING

Current market rent per square foot for office space in West Jordan is \$21.01. Rental rates within West Jordan have been increasing steadily for the past ten years, with year-over-year increases typically fluctuating between 1.3% to 6.0%. Rental rates for office products are projected to continue increasing, reaching \$22.64 by 2027.

Asking rent, or the rent paid after concessions are applied to rental rates, has mostly tracked with market rental rates since 2014, with a small fluctuation between 2020 and 2021. Current asking rent in West

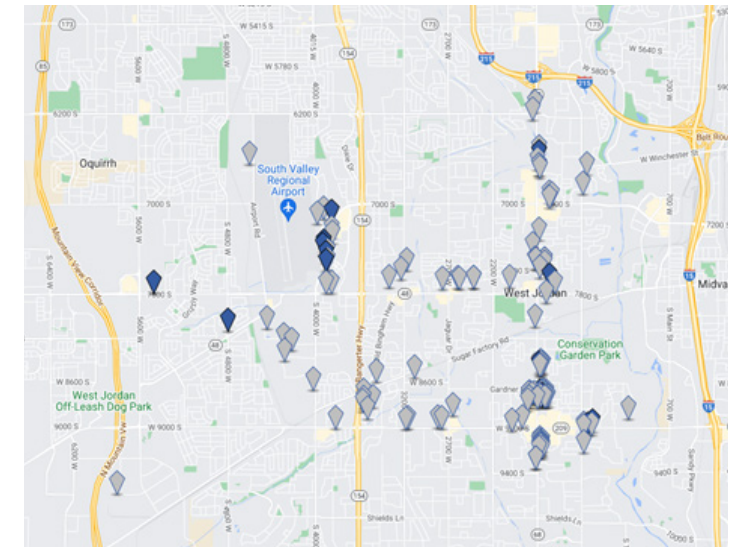


Figure 62: West Jordan Office Locations. Source: CoStar.

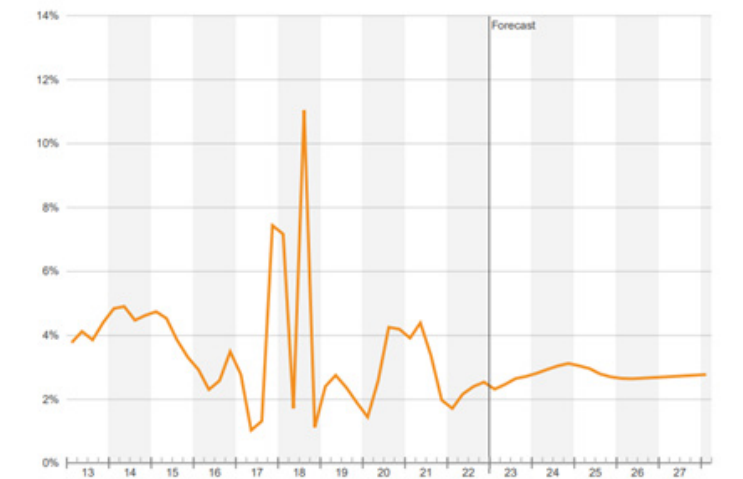


Figure 63: West Jordan Office Vacancy Trends. Source: CoStar

Jordan is \$19.04, only slightly below market rent. The lack of a gap between asking rent and market rent for both products can be interpreted to mean that a limited number of tenants are requiring rent concessions. Figure 59 illustrates historic and current market and asking rent in West Jordan.

NEW DELIVERIES & ABSORPTION

West Jordan has experienced significant new office construction, with 130,000 square feet of new office space delivered since 2013. The rate of new office construction has slowed down in recent years, with 27,000 square feet of new office space added starting in 2020. Only one new office development is planned in West Jordan, equaling a total of 15,900 new square feet. The new office development is not near any UTA station areas.

Absorption of office space within the West Jordan market has been steady. Historic trends indicate that as existing or new office space is introduced, the market will absorb it, though the rate at which space is leased tends to vary by year and market conditions. Office space is leased quickly in the West Jordan market, with a 50% probability that it will be leased within 4.7 months. Figure 60 illustrates historic and current absorption, deliveries, and vacancy in West Jordan.

MULTI-FAMILY RENTALS – WEST JORDAN CITY

INVENTORY & VACANCY TRENDS

West Jordan has 36 multi-family rental apartment developments (with 10 or more units) with 6,490 total dwelling units. A portion of multi-family inventory in West Jordan is available for both senior and low-income tenants, with one apartment development (797 units) currently designated affordable, and one apartment development (185 units) designated for senior housing. Most multi-family housing in West Jordan is older, with only five developments and 23% of all units built within the last 10 years. Figure 61 illustrates the distribution of multi-family rentals throughout West Jordan.

Occupancy rates within the West Jordan multi-family market have historically ranged between 94.39% and 96.82%, with a current occupancy rate of 93.96%. While occupancy rates have remained mostly stable, there have been periods of reduced occupancy over

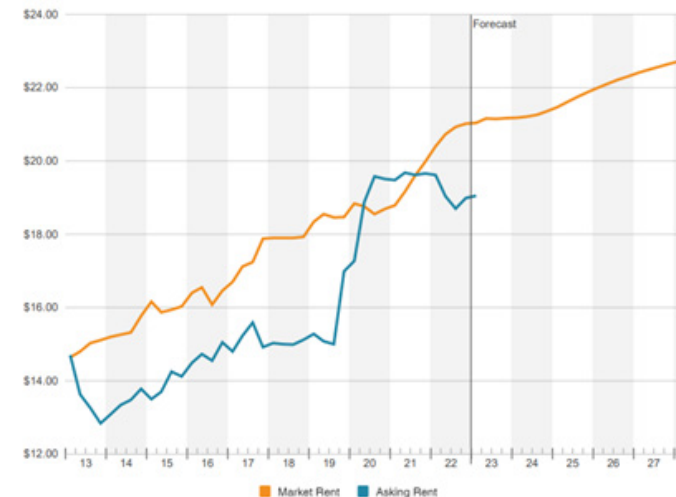


Figure 64: West Jordan Historic and Projected Rent. Source: CoStar.

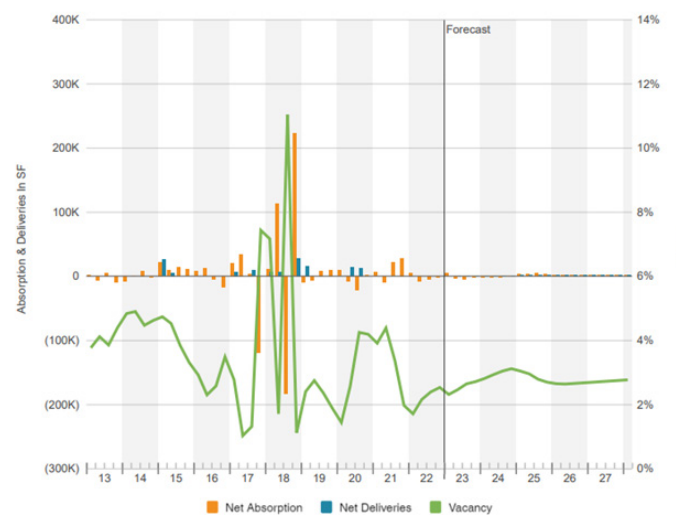


Figure 65: West Jordan Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

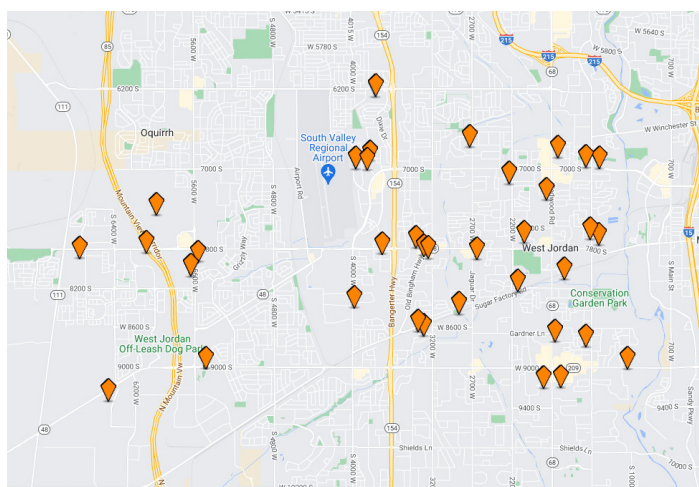


Figure 66: West Jordan Multi-Family Rental Locations. Source: CoStar.

the past ten years, typically induced by the delivery of a large number of units into the market during a short time frame. Figure 62 illustrates historic and current occupancy trends for rental multi-family units in West Jordan. Given historic and projected vacancy trends, it is predicted that occupancy within the West Jordan market will decline. This may be due demand balancing with the new housing availability from construction.

RENTAL RATES

The current median market rent per unit in West Jordan is \$1,517 per month. Multi-family rental rates have mostly increased over the past years, typically rising between 1.1% to 9.6% annually. Within the last year though, rental rates have risen significantly at 3.4%. This may be due to inflation, demand, etc.

Effective rent, or the monthly rental rate paid after concessions are applied, has historically been equal to asking rent. Forecasts predict that over the next five years rental rates will increase significantly, reaching a median of \$1,733 per month by 2027. Figure 68 illustrates historic and predicted rental rate increases and market and asking rent in West Jordan.

NEW DELIVERIES & ABSORPTION

The West Jordan market has experienced mostly both positive and negative absorption over the past 10-years. Since 2013, the market has experienced several large deliveries of new multi-family rental units, adding 1,472 units. Historic trends indicate that the market recently has not been absorbing new units as they are introduced, with vacancy rates increasing in the next five years. Figure 69 illustrates historic and current absorption, deliveries, and vacancies in West Jordan for multi-family rental units.

Currently, there is only one known proposed multi-family project. The project, named the Jordan Fields, is a 240-unit development located on Bangerter Highway. The development will be completed in July of 2023.

RETAIL – MIDVALE

INVENTORY & VACANCY

Midvale has approximately 318 buildings and 3.2 million square feet of existing retail inventory. Occupancy within the market is extremely high, with 97.8% of all

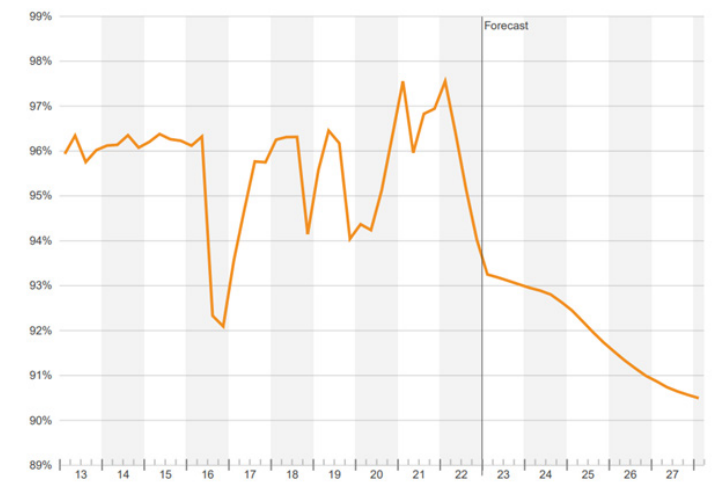


Figure 67: West Jordan Multi-Family Rentals Occupancy Trends. Source: CoStar

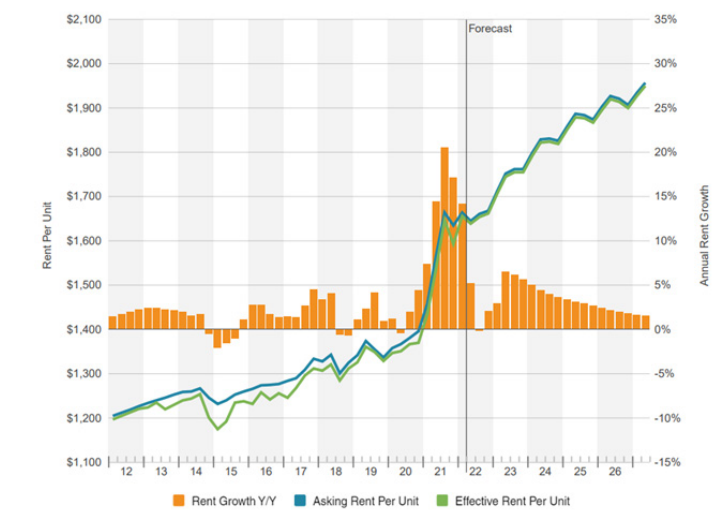


Figure 68: West Jordan Historic and Projected Rent. Source: CoStar.

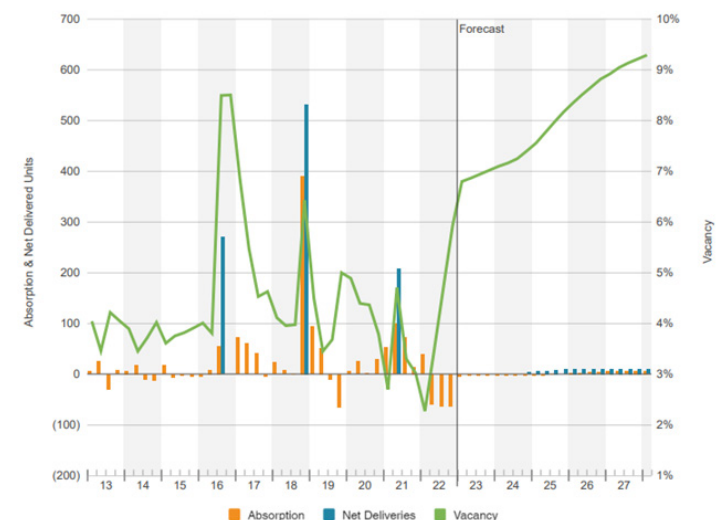


Figure 69: West Jordan Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

available retail space currently occupied. The majority of Midvale's retail space is concentrated along State Street, 700 W, 900 E, 7200 S, and W Center Street. The majority of retail development within Midvale is Neighborhood Center style development (e.g., mid-scale strip malls), General Retail development (e.g., standalone strip centers or pad site retail space), and Community Centers development (e.g., big box retailers and supermarkets). Figure 65 illustrates the distribution of retail throughout Midvale.

Vacancy rates within the Midvale market have historically ranged between 2.81% and 6.34%, indicating a strong retail market that is capable of absorbing new retail space as it is made available or introduced into the market. Vacancy rates have remained steady within the past year at 2.18%. Vacancy rates are projected to continue to remain low over the next five-year period, ranging between 2.1% and 3.0% between 2023 and 2027. Figure 66 illustrates historic and predicted future vacancy trends in Midvale. Given historic and projected vacancy trends, it is predicted that vacancies within Midvale will continue to remain low, even as more retail products are introduced into the market.

RENTAL RATES AND PRICING

The current market rent per square foot in Midvale is \$21.80. Rental rates within Midvale have been climbing steadily for the past ten years, rising from \$16.00 in 2013 to their current high of \$21.80, and are forecasted to continue rising, growing to \$24.17 by 2027.

Asking rent, or the rent paid after concessions are applied to rental rates, has remained steady with the market rent in Midvale over the past 10 years. The current asking rent being less than the market rent is something to keep an eye out for, as it can be interpreted that there is not enough demand within the market, despite the high occupancy rates. Figure 67 illustrates historic and projected market and asking rent in Midvale.

NEW DELIVERIES & ABSORPTION

Midvale has experienced a significant amount of new retail development, with 122,000 square feet of new retail space delivered since 2013. Retail deliveries have since slowed, with only 40,700 square feet of new

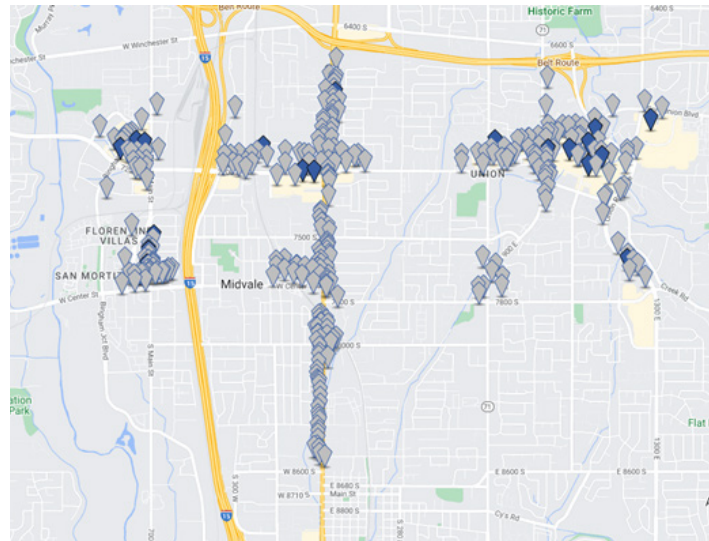


Figure 70: Midvale Retail Locations. Source: CoStar.

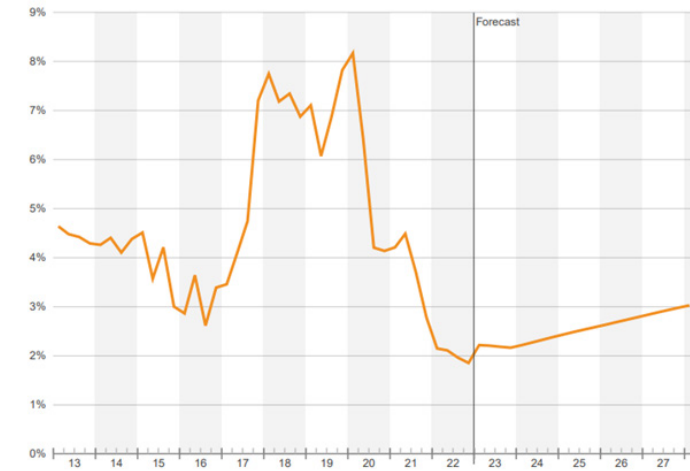


Figure 71: Midvale Retail Vacancy Trends. Source: CoStar.

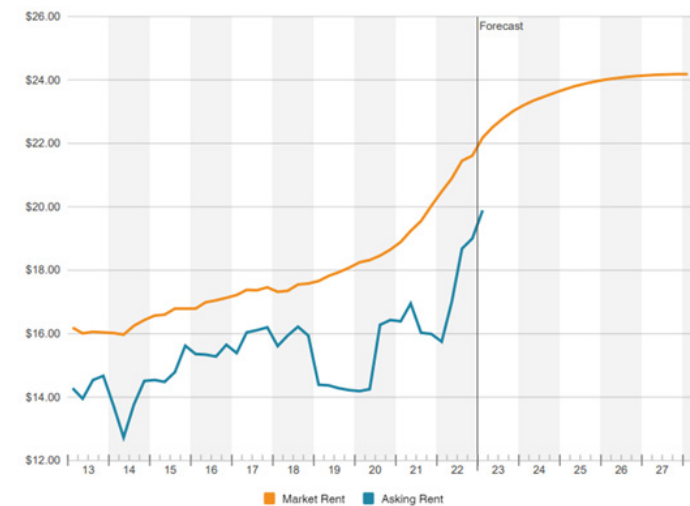


Figure 72: Midvale Historic and Projected Rent. Source: CoStar.

retail delivered in 2020 and 2023. Currently, there are no proposed and under construction retail projects in Midvale.

Absorption within the Midvale market has varied, with approximately 26,000 square feet of retail space leased between 2022 and 2023. Historic trends indicate that as existing or new retail space is introduced, the market is steady to absorb it, with a 50% chance that space will be leased within 8.4 months. Figure 68 illustrates historic and predicted future absorption, deliveries, and vacancy in Midvale.

OFFICE – MIDVALE CITY

INVENTORY & VACANCY TRENDS

Midvale has approximately 122 buildings and 4 million square feet of existing office inventory. Of the 4 million square feet of office inventory, 2.6 million square feet (66%) are located within a 1.0-mile radius of the UTA station areas. Occupancy of office space is strong, with approximately 94.2% of all available office space occupied. Approximately 57% of Midvale's office space is rated as Class B. Class B buildings are generally well maintained and overall functional, with adequate mechanical, electrical and safety and security systems, a mid-quality level of interior finish, and tend to compete for a wide range of tenants within a market area. The remaining office space within Midvale consists of 36% Class A office space and 7% Class C office space. Figure 69 illustrates the distribution of offices throughout Midvale.

Vacancy rates within the Midvale office market have historically ranged between 3.39% and 5.77%, with its current vacancy rate higher at 5.78%. This pattern indicates the office market that generally maintains mid-levels of vacancy and is slower to absorb new square footage as it is introduced into the market. Office vacancy rates have trended upward over the past year for office space, with rates increasing from 5.0% in 2022 to the current rate of 5.78%.

Figure 70 illustrates historic and current vacancy trends for office space in Midvale. Given historic and projected vacancy trends, it is predicted that vacancy within the Midvale market will continue to raise and remain around 6.8%.

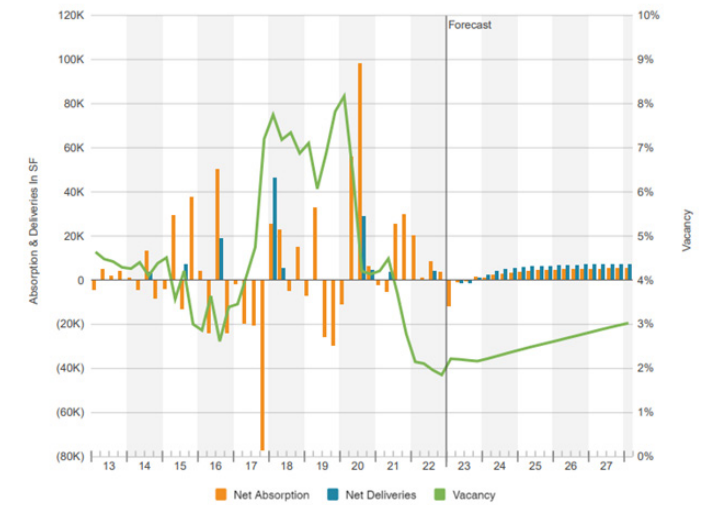


Figure 73: Midvale Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

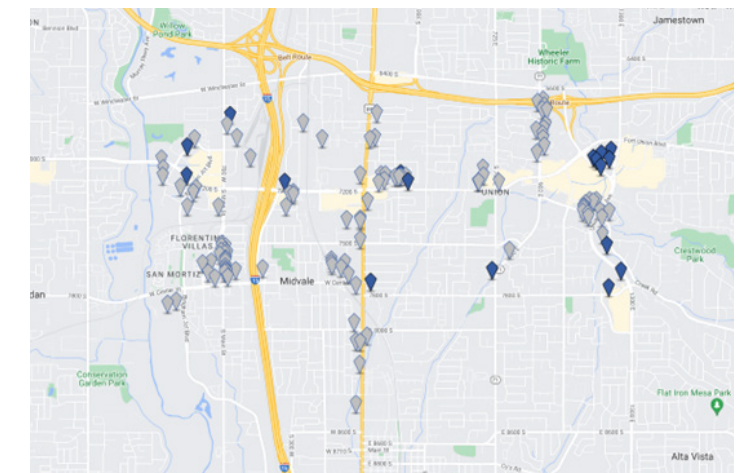


Figure 74: Midvale Office Locations. Source: CoStar.

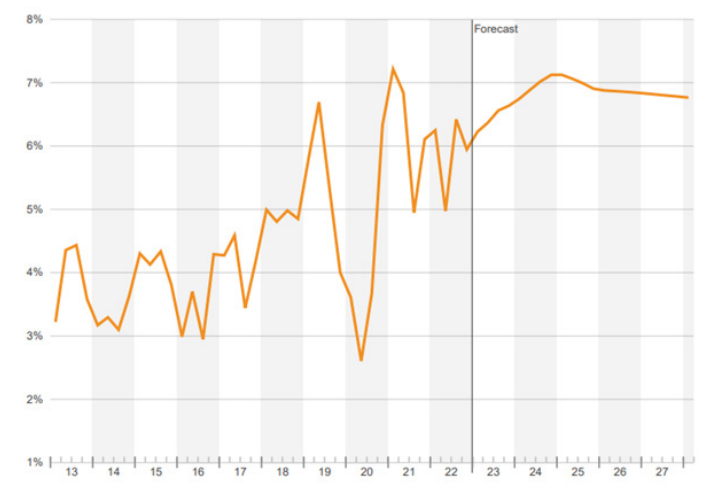


Figure 75: Midvale Office Vacancy Trends. Source: CoStar.

RENTAL RATES AND PRICING

The current market rent per square foot for office space in Midvale is \$25.08. Rental rates within Midvale have been increasing steadily for the past ten years, with year-over-year increases typically fluctuating between 1.8% to 4.5%. Rental rates for office products are projected to continue increasing, reaching \$27.08 by 2027.

Asking rent, or the rent paid after concessions are applied to rental rates, has followed the same pattern market rental rates since 2015 at a lower rate. Starting in 2021, the asking rate is above the market rate at \$25.15. The lack of a gap between asking rent and market rent for both products can be interpreted to mean that a limited number of tenants are requiring rent concessions. Figure 71 illustrates the historic and current market and asking rent in Midvale.

NEW DELIVERIES & ABSORPTION

Midvale has experienced significant new office construction, with 1.5 million square feet of new office space delivered since 2013. The rate of new office construction has remained steady in recent years, with 584,000 square feet of new office space added from 2020. Only one new office development is planned in Midvale, equaling a total of 75,000 new square feet. The new office development is within a mile of all UTA station areas.

Absorption of office space within the Midvale market has been somewhat steady but recent trends show the market is slowing down on absorption of existing and new office space. Office space is leased quickly in the Midvale market, with a 50% probability that it will be leased within 7.4 months. Figure 72 illustrates historic and current absorption, deliveries, and vacancy in Midvale.

MULTI-FAMILY RENTALS – MIDVALE CITY

INVENTORY & VACANCY TRENDS

Midvale has 66 multi-family rental apartment developments (with 10 or more units) with 7,060 total dwelling units. A portion of multi-family inventory in Midvale is available for both senior and low-income tenants, with one apartment development (878 units) currently designated affordable, and one apartment

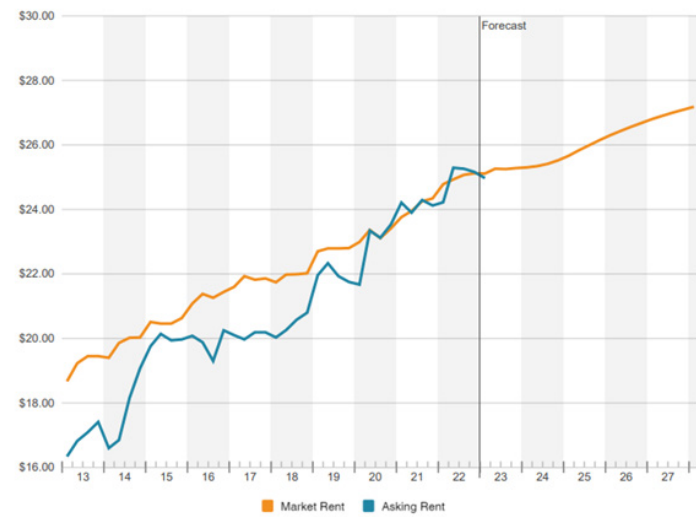


Figure 76: Midvale Historic and Projected Rent. Source: CoStar.

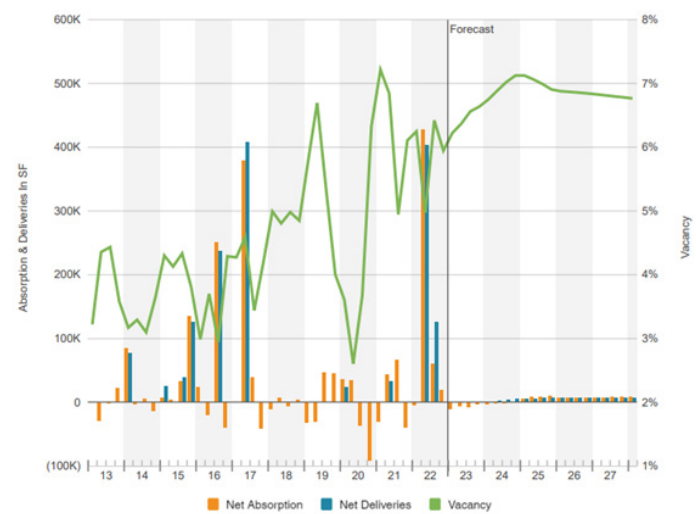


Figure 77: Midvale Absorption, Deliveries, and Vacancy Trends. Source: CoStar.

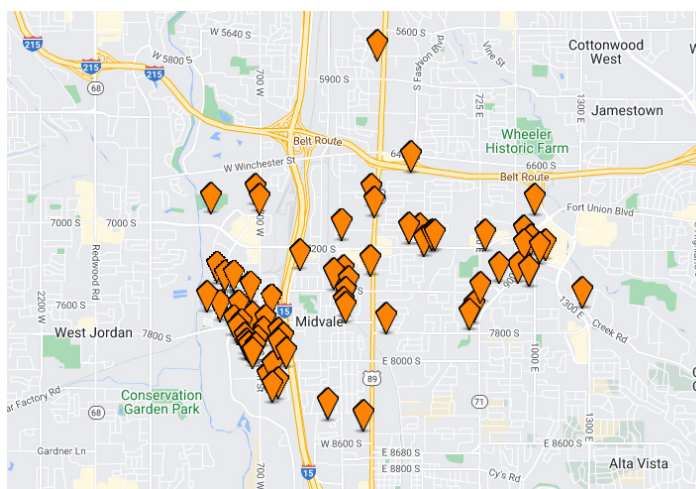


Figure 78: Midvale Multi-Family Rental Locations. Source: CoStar.

development (289 units) designated for senior housing. Most multi-family housing in Midvale is older, with only five developments and 27% of all units built within the last 10 years. Figure 73 illustrates the distribution of multi-family rentals throughout Midvale.

Occupancy rates within the Midvale multi-family market have historically ranged between 92.91% and 96.20%, with a current occupancy rate of 93.99%. While occupancy rates have remained mostly stable, there was a significant reduction in occupancy in 2020, potentially due to the COVID-19 pandemic. Figure 74 illustrates historic and current occupancy trends for rental multi-family units in Midvale. Given historic and projected vacancy trends, it is predicted that occupancy within the Midvale market will slowly decline but stay above 90%.

RENTAL RATES

The current median market rent per unit in Midvale is \$1,514 per month. Multi-family rental rates have mostly increased over the past years, typically rising between 1.9% to 10.1% annually. Within the last two years though, rental rates have risen significantly at 3.7%. This may be due to inflation, demand, etc.

Effective rent, or the monthly rental rate paid after concessions are applied, has historically been equal to asking rent. Forecasts predict that over the next five years rental rates will increase significantly, reaching a median of \$1,691 per month by 2027. Figure 75 illustrates historic and predicted rental rate increases and current and asking rent in Midvale.

NEW DELIVERIES & ABSORPTION

The Midvale market has experienced mostly positive absorption over the past 10 years. Since 2013, the market has experienced several large deliveries of new multi-family rental units, adding 1,910 units. Historic trends indicate that the market recently has not been absorbing new units as they are introduced, with vacancy rates increasing in the next five years.

Currently, there are no proposed multi-family projects. Figure 76 illustrates historic and current absorption, deliveries, and vacancies in Midvale for multi-family rental units.

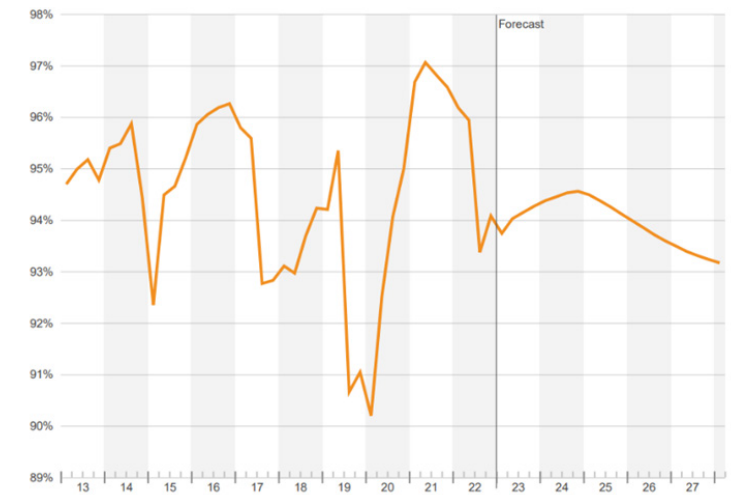


Figure 79: Midvale Multi-Family Rentals Occupancy Trends. Source: CoStar

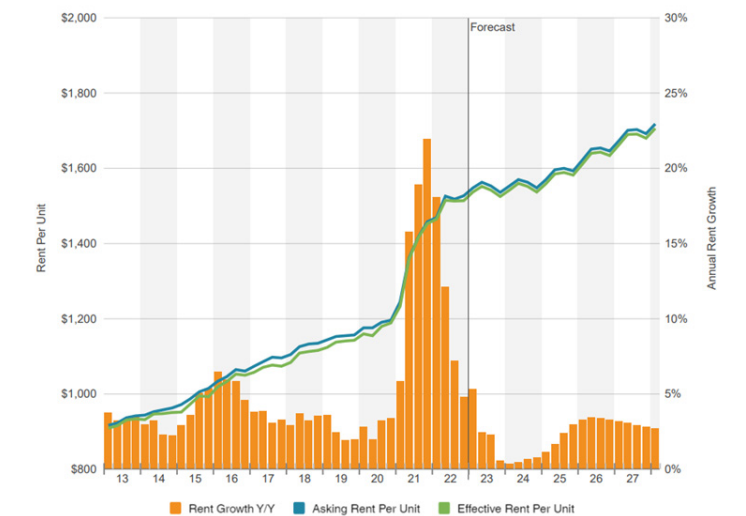


Figure 80: Midvale Historic and Projected Rent. Source: CoStar.

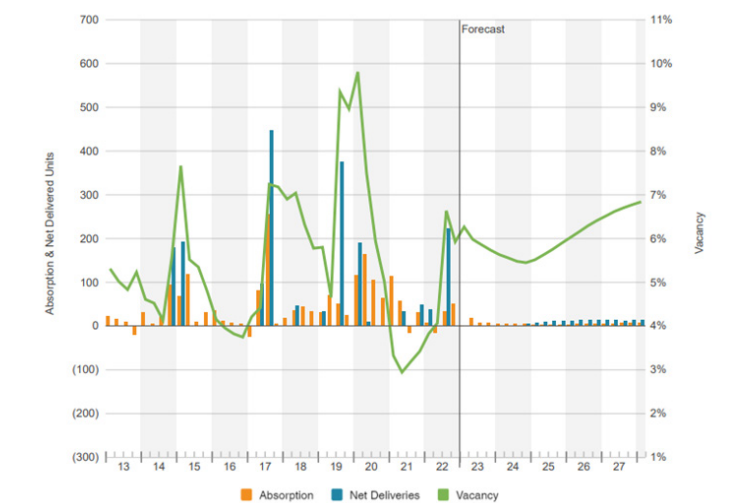


Figure 81: Midvale Absorption, Deliveries, and Vacancy Trends. Source: CoStar.



APPENDIX B

Memorandum

Date: February 14, 20223

To: West Jordan City, Midvale City
Design Workshop, Inc.

From: Fehr & Peers

Subject: Midvale and West Jordan Station Area Plans – Existing Transportation Conditions

UT23-2411

This memorandum documents existing transportation conditions around three Utah Transit Authority (UTA) light rail stations, part of a broader system known as TRAX. The three stations in question are:

- Bingham Junction Station, Midvale
- Historic Gardner Station, West Jordan
- West Jordan City Center, West Jordan

The purpose of evaluating the existing transportation conditions around these three stations is to inform Station Area Plans for each station, intended to enable land use changes adjacent to each station and improve multimodal access to each station through targeted infrastructure improvements. These changes should lead to an increase in transit ridership by making transit more convenient through improved access and travel time competitiveness.

This memorandum usually treats the three stations independently, however, some portions of this document (such as the review of existing plans) does not.

Study Areas

Given their proximity to each other along the UTA Red Line, the three station areas are immediately adjacent to one another (if not explicitly overlapping), with some key roadways and multimodal paths serving two of the three stations.



Bingham Junction Station

Bingham Junction Station, which is served by the UTA Red Line and F570 and F202 bus lines, is immediately accessed via Bingham Junction Boulevard, and is situated between 7200 South to the north, I-15 to the east, Center Street to the south, and the Jordan River to the west. Adjacent land uses include new residential development to the south and west, and there are a handful of large commercial office buildings to the north, including Overstock.com's headquarters. Downtown Midvale is less than one-half mile from Bingham Junction Station, however transportation connections are convoluted due to the nature of recent residential developments to the south and topography.

Historic Gardner Station

Historic Gardner Station is served by the UTA Red Line and the F578 bus. Historic Gardner Station is accessed by 7800 South (the continuation of Center Street in West Jordan), and is immediately south of Gardner Village, a popular shopping and dining destination. Immediately to the west of the station is Pioneer Hall, an historic structure initially used as a meeting house of early pioneers of the Latter Day Saints community and is now available to rent for events. Land south of the station is divided into larger parcels that are primarily used for agricultural and commercial uses, with the parcel immediately south of the station home to an asphalt recycling plant and general landscaping supplies. These larger parcels to the south are largely impermeable from a transportation perspective, limiting connectivity to the station. The Jordan River lies less than one thousand feet to the east of the station, which also constitutes the West Jordan-Midvale municipal border. The Jordan River Trail, a regional, multimodal connection, runs parallel to the Jordan River and is easily accessible from the station.

West Jordan City Center

The West Jordan City Center station is served by the UTA Red Line and the 217 and 218 bus lines. The station is accessed via W. 8020 South, a small spur connecting the station and its dedicated parking to Redwood Road, a critical north-south connection that functions as West Jordan's Main Street. In the immediate vicinity of the station, the TRAX line acts as a barrier between primarily residential uses to the south and commercial and institutional uses to the north and west. North of the TRAX line, the area is dominated by surface parking surrounding municipal buildings and some commercial uses along Redwood Road and 7800 South. South of the TRAX line, single-family homes are the predominant land use.

Existing Transportation Networks

A handful of key roads and multimodal connections are shared among the three station areas and will appear throughout this section as a result.



Bingham Junction Station

Key roadways in the station area include:

Bingham Junction Boulevard

Running north-south, Bingham Junction Boulevard is the only route for vehicular access to the station. Bingham Junction Boulevard is a four-lane road with a center turn lane and a posted speed limit of 35 mph. Sidewalks are provided on both sides of the street. Bingham Junction Boulevard primarily provides a vehicular connection to 7200 South to the north of the station and to 9000 South to the south of the station, both of which provide access to I-15.

7200 South

Running east-west, 7200 South is a six-lane roadway with two left-turn lanes and dedicated right-turn lanes at signalized intersections. Sidewalks are provided along both sides of the street, and a narrow, concrete median separating directions of travel. Pedestrian crossing distances are long and there are no on-street bicycle facilities or parking in the study area. The posted speed limit in the study area is 40 mph.

Center Street

Running east-west, Center Street is a four-lane roadway with a center turn lane that functions as a left-turn lane at signalized intersections. Right-turn pockets are provided at some signalized intersections. In the study area, a striped parking lane is provided and is wide enough in some areas to function as a bicycle lane, however it often stops short of intersections. Center Street does not provide access to I-15. The posted speed limit is 35 mph.

Main Street / Holden Street / 700 West

Going by three different names in the study area, the roadway running roughly north-south parallel to Bingham Junction Boulevard and I-15 is a four-lane roadway with left- and right-turn pockets at most intersections. There is a striped shoulder, acting as a de-facto bicycle lane throughout the study area, and inconsistent sidewalks are provided along both curbs. Along some portions of the road a raised, concrete median is provided. The posted speed limit in the study area is 35 mph.

Active Transportation Connections

Active transportation infrastructure in the station area includes consistent sidewalks along most area roads, striped shoulders along major roads that act as de-facto bicycle lanes, and the Jordan River Trail (JRT), a regional cycling and walking connection. The connection between Bingham Junction Station and the JRT is somewhat circuitous, owing to development patterns and bridge connections to the west side of the Jordan River, where the primary north-south connection is located.



Historic Gardner Station

Key Roadways in the station area include:

7800 South

Running east-west as a continuation of Center Street to the east, 7800 South is a four-lane roadway with a center turn lane. West of Historic Gardner Station, on-street bike lanes are provided in both directions of travel, with on-street parking provided along both curbs. Sidewalks are provided along both sides of the street. The posted speed limit is 40 mph.

1300 West

Running north-south, 1300 West is a two-lane roadway with a center turn lane in the study area. Sidewalks are inconsistently provided on each side of the street, with striped shoulders acting as de-facto bicycle lanes. The posted speed limit is 35 mph.

Active Transportation Connections

Active transportation infrastructure in the study area include recently improved connections to the JRT, on-street bicycle lanes along portions of 7800 South, and sidewalks on most area roadways. The station area, owing to its proximity to the JRT and the want for connections to the trail, is home to several walking and bicycling bridges, an undercrossing at 7800 South, and several spurs and connectors to local destinations including the Zions Bank Technology Center.

West Jordan City Center

Key Roadways in the station area include:

Redwood Road

Running north-south, Redwood Road is a six-lane roadway that extends as far north as North Salt Lake and as far south as the Point of the Mountain. Redwood Road is a Utah Department of Transportation (UDOT) facility, and acts as West Jordan's Main Street. In the study area, there are sidewalks provided on both sides of the street, though pedestrians are mostly traveling immediately adjacent to vehicular traffic with frequent driveways interrupting both sidewalks. There is on-street parking provided in the area, and there are no on-street or parallel bicycle facilities. The posted speed limit is 45 mph.

7800 South

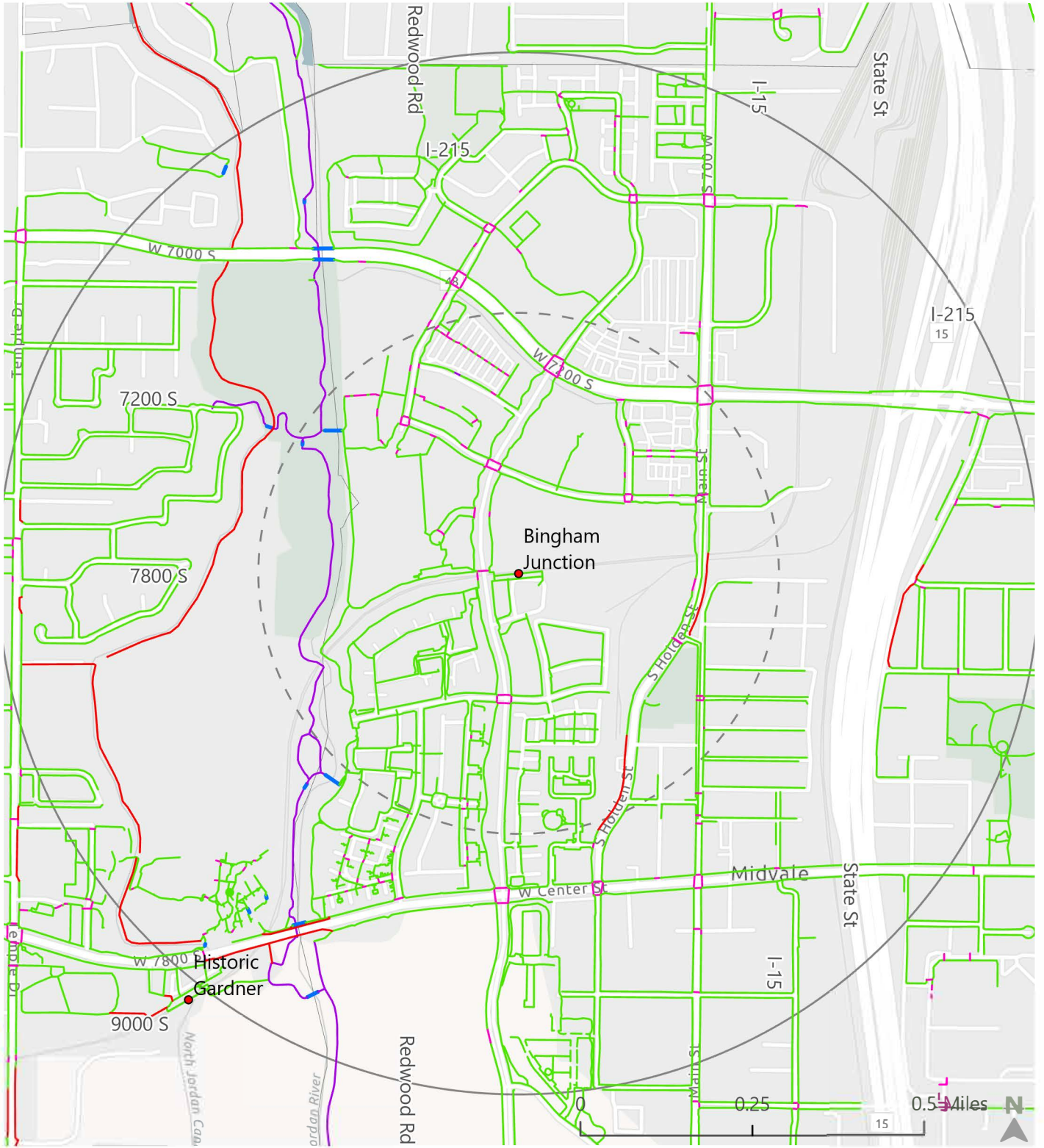
Running east-west, 7800 South is a four-lane roadway with a center turn lane which converts to dedicated left-turn lanes at signalized intersections. Sidewalks are provided on both sides of the street with frequent driveways or other curb cuts between 1300 West and Redwood Road. Standard, painted bicycle lanes are provided along 7800 South in the study area, as well as curbside parking lanes. The posted speed limit is 40 mph.



Active Transportation Infrastructure

Active transportation connections include on-street bicycle lanes along 7800 South and 2200 West at the western edge of the study area. Within Veterans Memorial Park, various off-street paths are provided for recreational uses, though none explicitly designed for cyclists.

Existing transportation networks, as well as UDOT-calculated Annual Average Daily Traffic (AADT) in the station areas are presented in **Figures 1-7**.



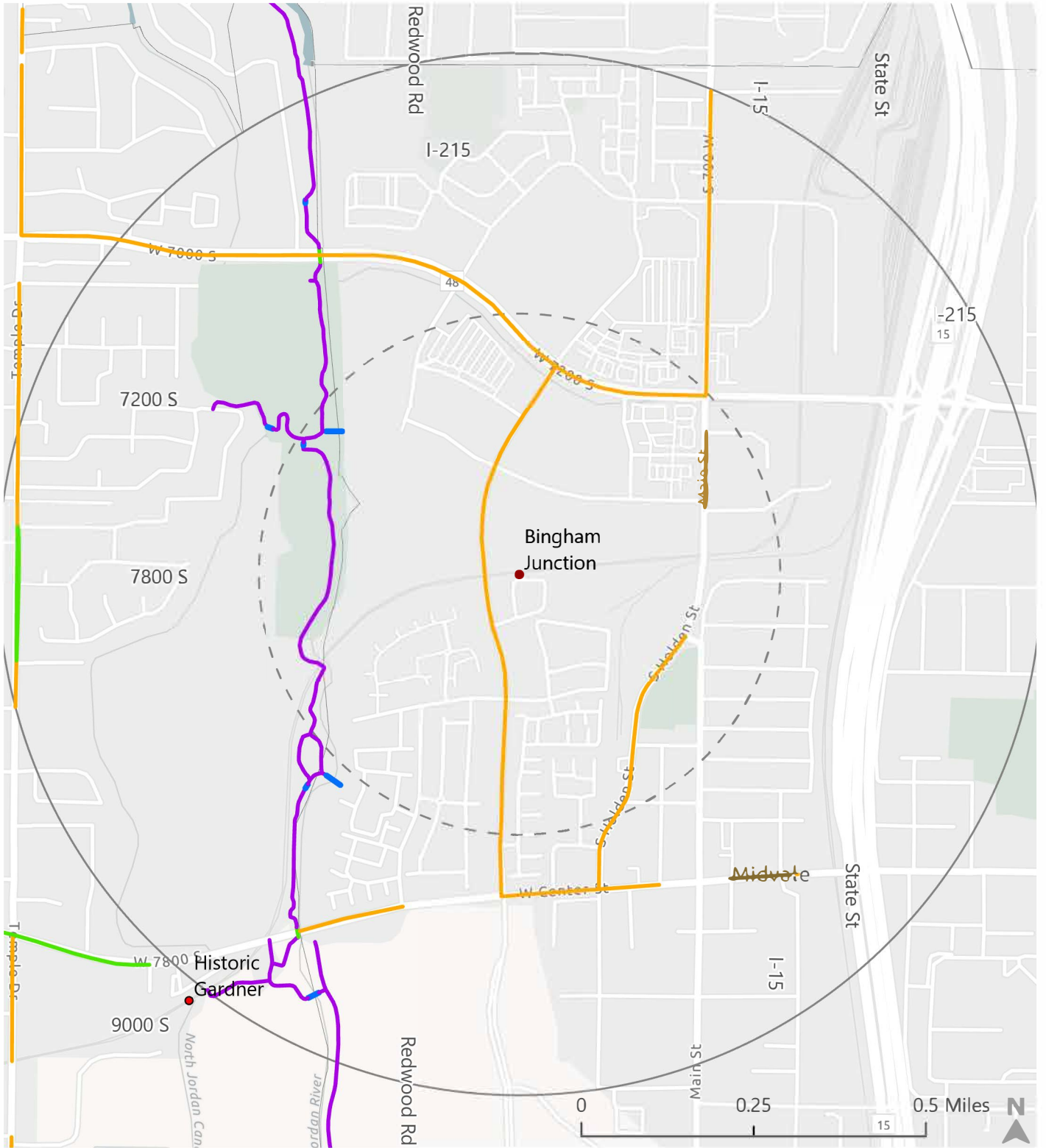
Category

- Bridge
- Crossing
- Footway
- Gap
- Jordan River Trail

Figure 1

**Bingham Junction Station Area
Pedestrian Infrastructure**





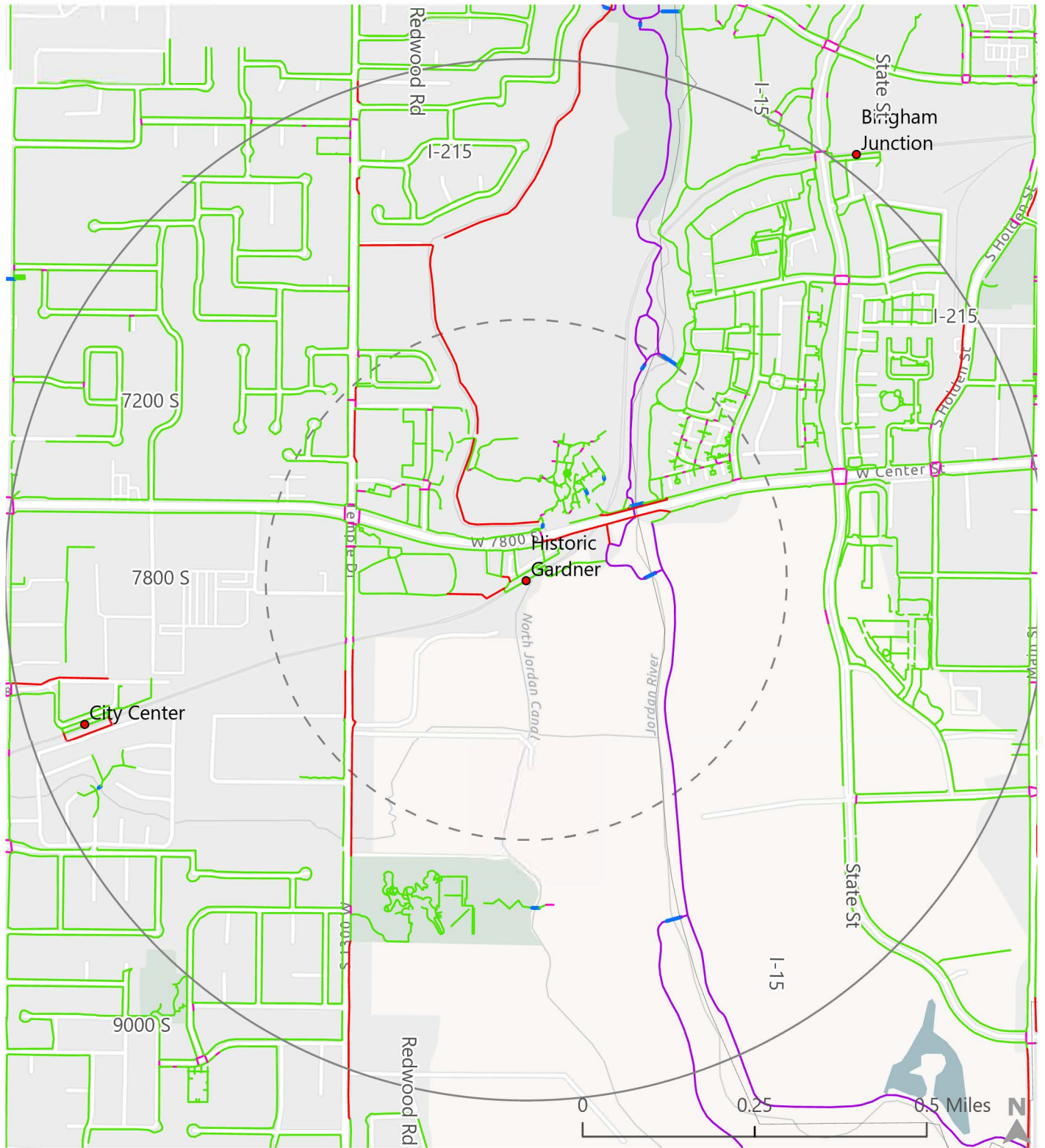
Category

- Bridge
- Jordan River Trail
- Painted Bike Lane
- Shoulder Bike Lane



Figure 2

**Bingham Junction Station Area
Bicycling Infrastructure**



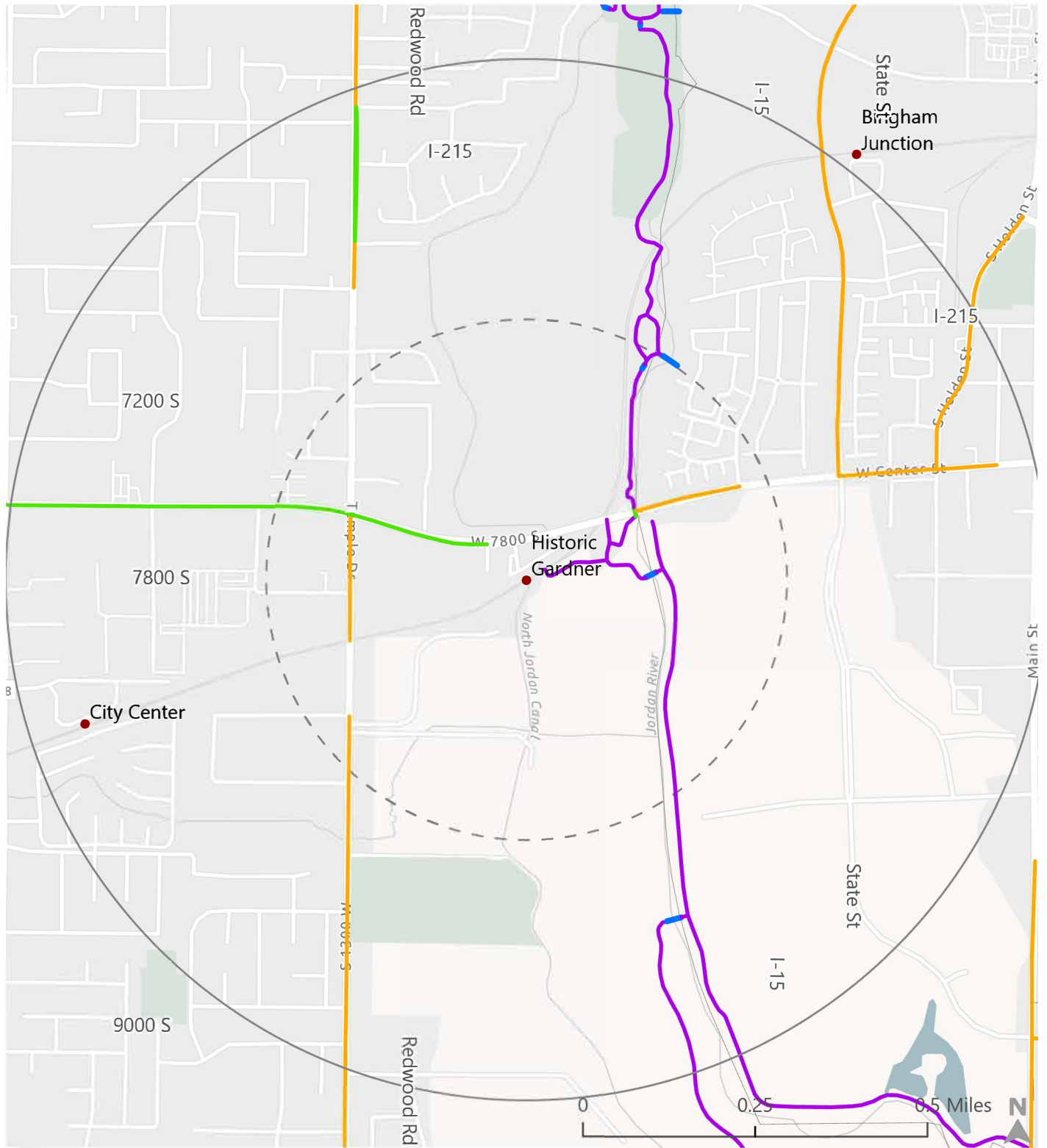
Category

- Bridge
- Crossing
- Footway
- Gap
- Jordan River Trail

Figure 3

**Historic Gardner Station Area
Pedestrian Infrastructure**





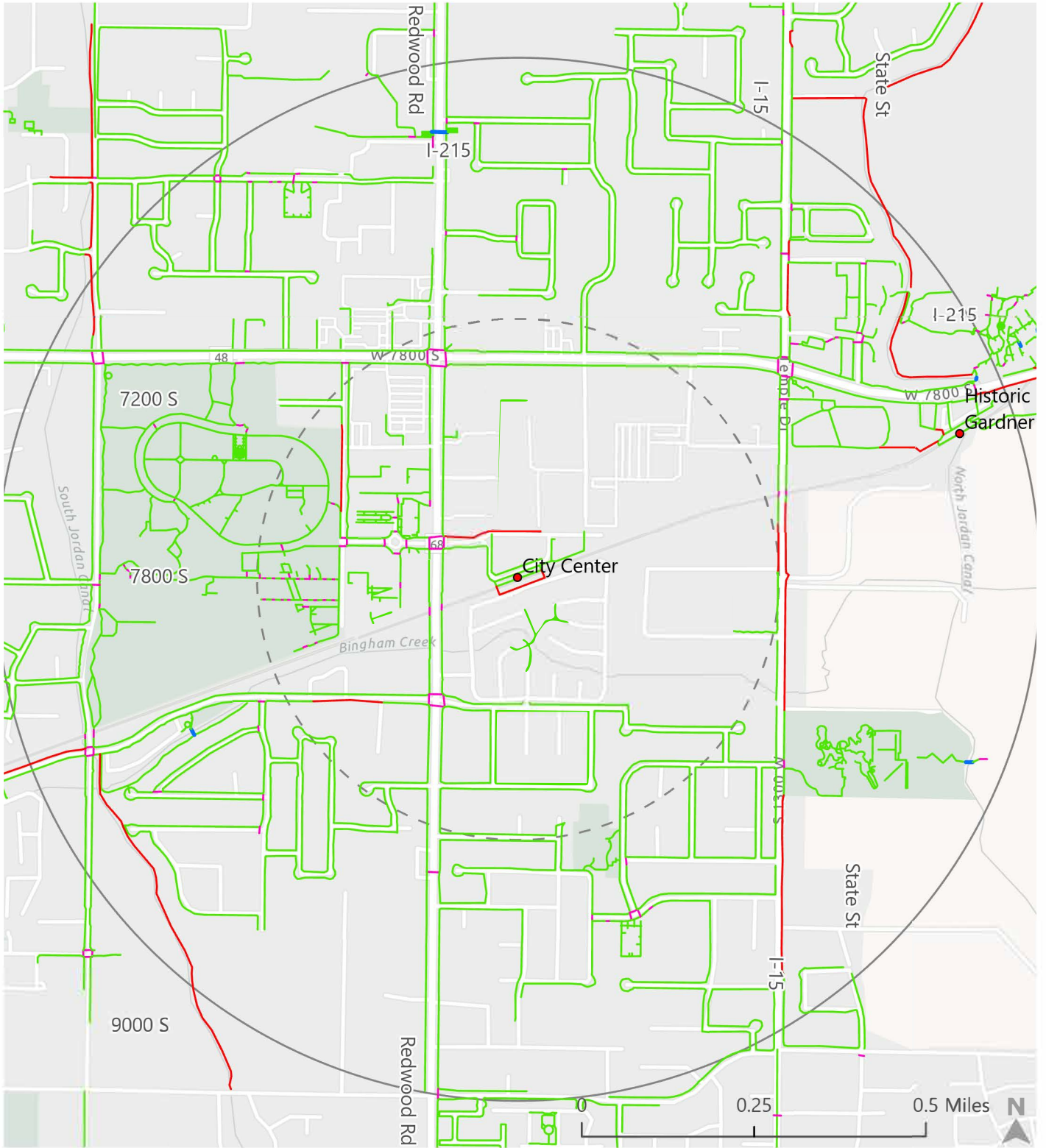
Category

- Bridge
- Jordan River Trail
- Painted Bike Lane
- Shoulder Bike Lane

Figure 4

**Historic Gardner Station Area
Bicycling Infrastructure**





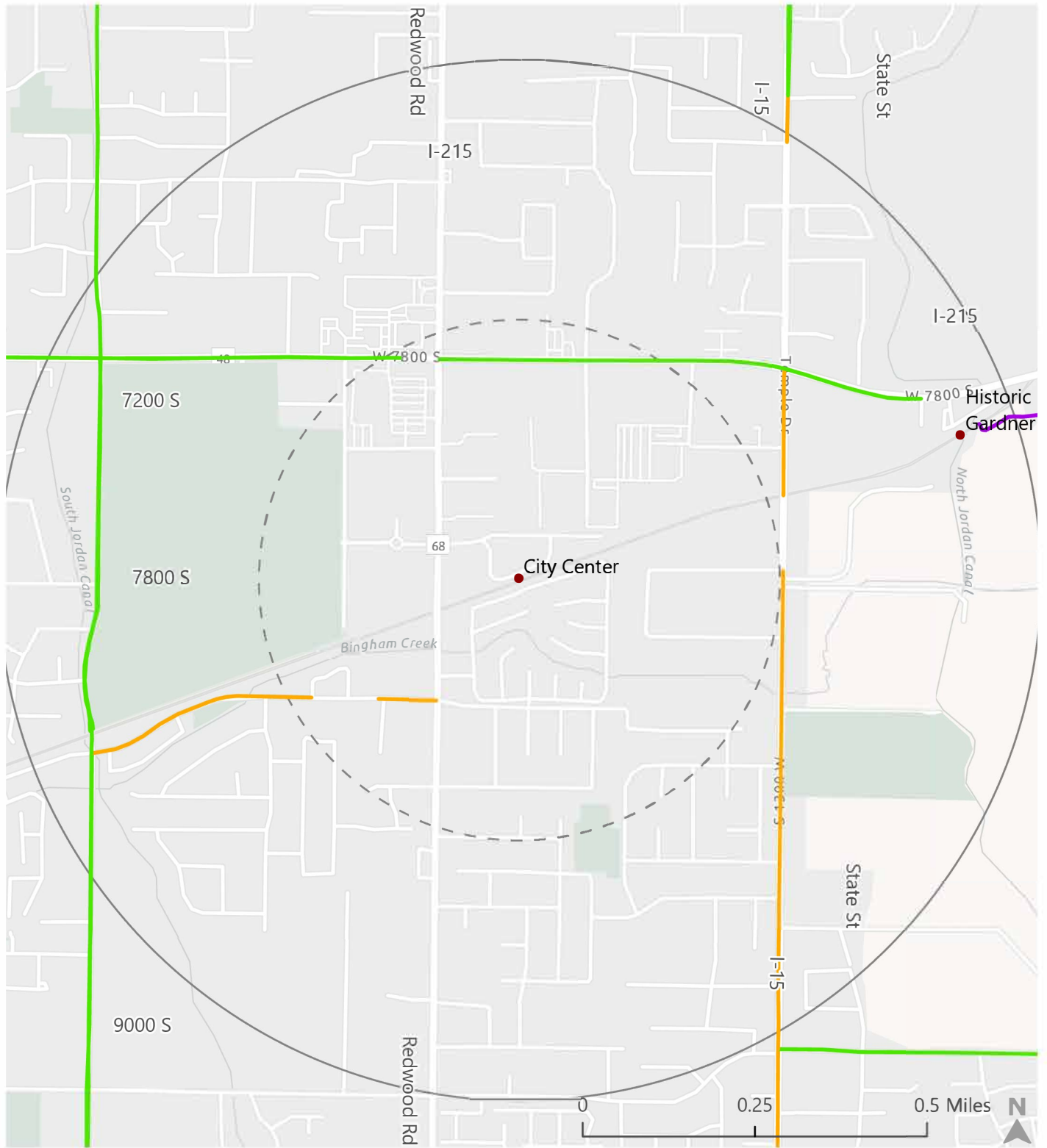
Category

- Bridge
- Crossing
- Footway
- Gap
- Jordan River Trail

Figure 5

**West Jordan City Center Station Area
Pedestrian Infrastructure**





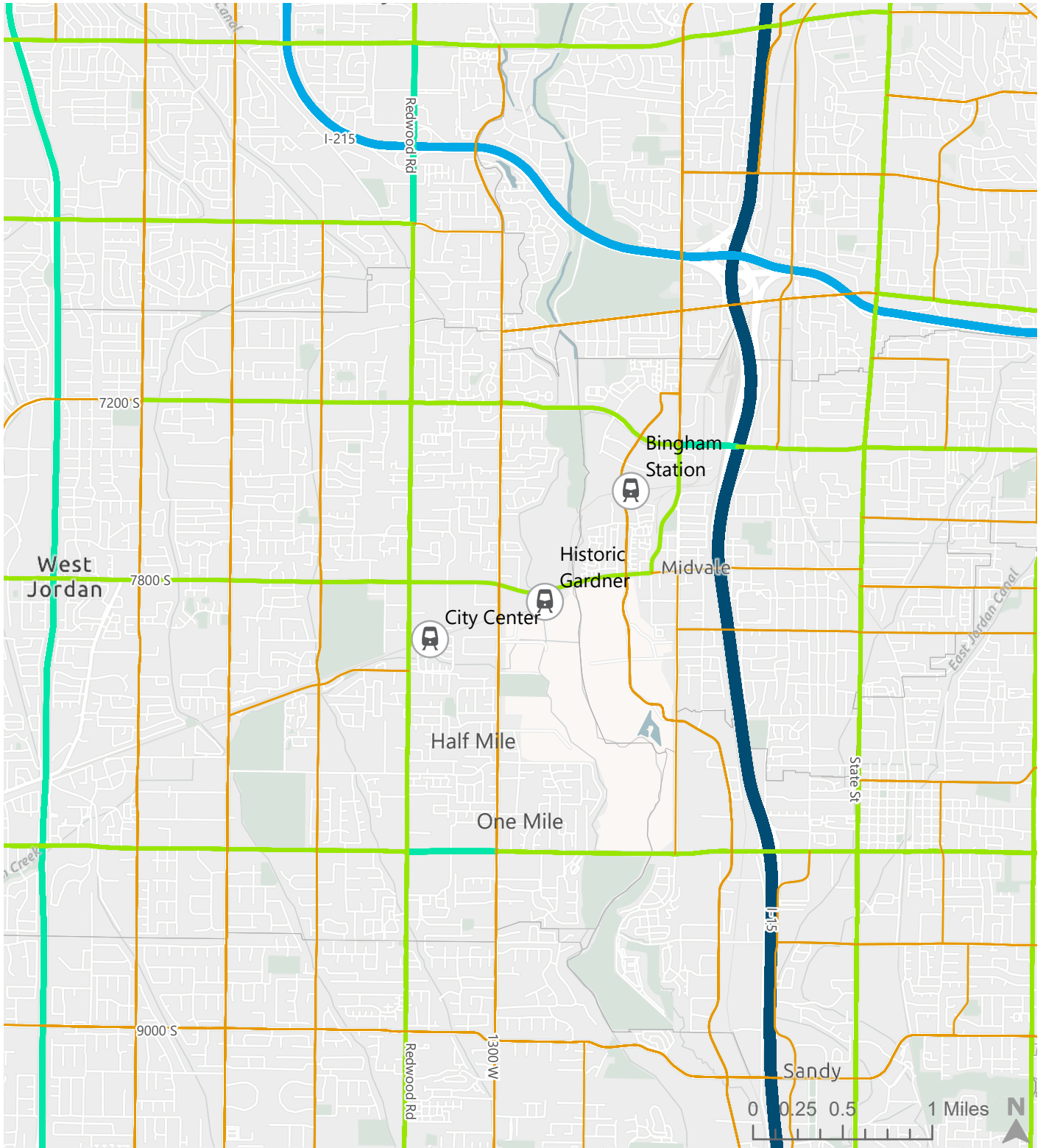
Category

- Bridge
- Jordan River Trail
- Painted Bike Lane
- Shoulder Bike Lane

Figure 6

**West Jordan City Center Station Area
Bicycling Infrastructure**











-  Stations
-  500 - 20000
-  20001 - 46000
-  46001 - 77000
-  77001 - 125000
-  125001 - 275000



Figure 7

Station Area Annual Average Daily Traffic



Existing Plans

Several existing plans were reviewed as part of this existing conditions assessment. Only one of these plans, the UTA Five-Year Service Plan, covers all three station areas.

Midvale General Plan (2016)

The Midvale General Plan was adopted in 2016 and includes ambitions for Midvale in the realms of land use planning, open space development, and transportation. While many transportation-focused elements of the plan focus on portions of Midvale outside of the Bingham Junction Station Area, the Transportation and Mobility Vision Statement resonates with the goals of this station area planning effort:

"MIDVALE FACILITATES A LIVABLE COMMUNITY BY ENSURING A SAFE, INTER-CONNECTED, MULTIMODAL INTERNAL TRANSPORTATION SYSTEM, AND BY FACILITATING MULTIMODAL CONNECTIONS TO NEIGHBORING COMMUNITIES AND THE REGION."

Other relevant elements of the Transportation and Mobility section of the 2016 General Plan include improving multimodal access to all TRAX stations in Midvale, thereby increasing the utility of and accessibility to transit. This includes establishing a connection between Bingham Junction Station and Main Street. The General Plan supports the implementation of structured parking in the area of Bingham Junction Station to reduce the prevalence of surface parking lots.

Mid-Valley Active Transportation Plan (2021)

The Mid-Valley Active Transportation Plan was developed to address multimodal connectivity challenges in Salt Lake County at a regional level. The cities of Taylorsville, Murray, Millcreek, Holladay, Cottonwood Heights, and Midvale worked together to develop "recommendations for a backbone network that will enhance bicycle and pedestrian connectivity within the region."

In the study area surrounding Bingham Junction Station, the Plan recommends implementing standard, on-street bicycle lanes along Bingham Junction Boulevard, 700 West / Holden Street, and Center Street. The plan also includes recommendations for similar facilities on Main Street between Center Street and 700 West / Holden Street, though that recommendation appears untenable due to geometric constraints. Lastly, the Plan recommends converting Tuscany View Road into a neighborhood byway (similar to the concept of a Bicycle Boulevard) west of Bingham Junction Boulevard, providing another connection the Jordan River Trail.

West Jordan General Plan (2012)

Adopted in 2012, the West Jordan General Plan includes a host of goals for affecting the transportation and mobility landscape in West Jordan, including substantial streetscape



improvements to critical roadways including Redwood Road and 7800 South. At the time of adoption, TRAX service at both West Jordan stations was very new (having commenced in August 2011), and there is relatively little emphasis on elevating transit use in West Jordan, instead focusing on Citywide opportunities and needs.

West Jordan Transportation Master Plan (Undated)

The West Jordan Transportation Master Plan, possibly produced in 2015, focuses exclusively on transportation and traffic in West Jordan. In considering both regional and local needs, this Plan identifies recommended improvements on area roadways with an eye towards increasing vehicular capacity on area roads and at key intersections. This Plan suggests that West Jordan will pursue widening the portion of 7800 South east of Redwood Road to seven lanes, and widening 1300 West to an unknown number of lanes.

The West Jordan Transportation Master Plan includes recommended trail alignments and crossings within West Jordan, including an east-west trail just south of City Center Station and a north-south trail roughly aligned with the North Jordan Canal. The Plan also indicates the need for an elevated trail crossing at Redwood Road at Bingham Creek if the potential east-west trail is constructed.

West Jordan Active Transportation Plan (2019)

Adopted in 2019, the West Jordan Active Transportation Plan includes a list of prioritized active transportation improvements in West Jordan. Separated into three tiers, only one project in the station areas rising to the level of Tier 1, that being implementing buffered or separated bicycle lanes on 1300 West within City limits.

The Plan suggests that an off-street, multimodal path along Redwood Road as a Tier 3 improvement. Such an improvement (or other streetscape improvements) along Redwood Road are included in various plans for West Jordan.

UTA Five Year Service Plan (2023)

While the latest draft of the UTA Five Year Service Plan does not include changes to fixed route transit service in the study area, it does include the expansion of on-demand service throughout West Jordan and Midvale. UTA On Demand is a service similar to Uber or Lyft (transportation network companies) that has proven popular in areas served by its initial rollout in Draper, Riverton, Herriman, Bluffdale, and South Jordan.

Station Area Parking

Existing surface parking lots at the three Stations being evaluated as part of this plan represent opportunities for space reallocation. To identify potential opportunities based on parking



utilization, multiple data sources were reviewed as no central repository of TRAX park-and-ride utilization is currently maintained. A summary of parking supplies at each station is presented below in **Table 1**.

Table 1: Parking Supply by Station

Station	Standard Parking Stalls	ADA Parking Stalls	Total Parking Supply
Bingham Junction Station	193	6	199
Historic Gardner Station	125	5	130
West Jordan City Center	325	11	336

Source: Fehr & Peers, 2023.

Aerial Imagery

One source for parking utilization is aerial imagery from Google Earth. Google Earth does not provide detail on day of week or time of day at which aerial images are captured, instead only providing month and year for each capture. Average parking occupancy, as well as maximum parking occupancy as determined by Google Earth-provided aerial images from July 2019 through June 2022 (seven total captures) is presented below in **Table 2**.

Table 2: Parking Utilization by Station Measured by Satellite Imagery

Station	Average Parking Utilization		Maximum Parking Utilization	
Bingham Junction Station	18	9%	38 ¹	19%
Historic Gardner Station	11	8%	24 ²	18%
West Jordan City Center	18	5%	61 ¹	18%

Notes:

- 1.) Captured July 2019.
- 2.) Captured October 2021.

Source: Fehr & Peers, Google Earth; 2023.

Direct Ridership Model (2017)

In 2017, Fehr & Peers worked with UTA to develop a regression-based model to estimate parking demand at UTA TRAX and Frontrunner stations. Underpinning this model development was a data collection effort at all UTA-maintained park-and-ride facilities in their service area. This effort included evaluating parking demand during different periods throughout the day. The average and maximum utilization at each station is presented below in **Table 3**.



Table 3: Parking Utilization by Station Measured by Manual Counts

Station	Average Parking Utilization		Maximum Parking Utilization	
Bingham Junction Station	70	36%	101 ¹	51%
Historic Gardner Station	40	32%	54	43%
West Jordan City Center	123	38%	152	47%

Notes:

1.) Recorded during the hour of 11:00 AM – 12:00 PM

Source: Fehr & Peers, UTA; 2017.

Park-and-Ride Master Plan (2014)

UTA developed a Park-and-Ride Master Plan in 2014 to identify park-and-ride locations at which additional parking capacity was warranted and where excess capacity existed. Additionally, UTA used this mater plan to develop recommendations on which locations should be pursued for future transit-oriented development and which should be prioritized for parking. None of the lots at stations evaluated as part of this study were identified as being priorities for either new development or additional parking supply. Average parking demand at each station as of 2014 is presented below in **Table 4**.

Table 4: Parking Demand by Station According to UTA Park-and-Ride Master Plan

Station	Average Parking Utilization	
Bingham Junction Station	35	21%
Historic Gardner Station	51	39%
West Jordan City Center	104	31%

Source: UTA, 2014.

While there is no clear consensus among these three sources on parking demand at these three stations, all available information suggests that there is excess parking supply based on recent and historical demand.

Multimodal Access

Understanding walking and bicycling access to the three stations in question is essential to identifying potential infrastructure improvements that might increase the convenience of transit.

Accounting for typical travel time of each mode, accessibility analyses reveal that a 15-minute bicycle ride on existing roads extends well beyond one mile measured in a straight line from each station. Given the general level of roadway connectivity in each station area, and the speed at which a typical casual cyclist can travel, access within a reasonable travel time is uniform.

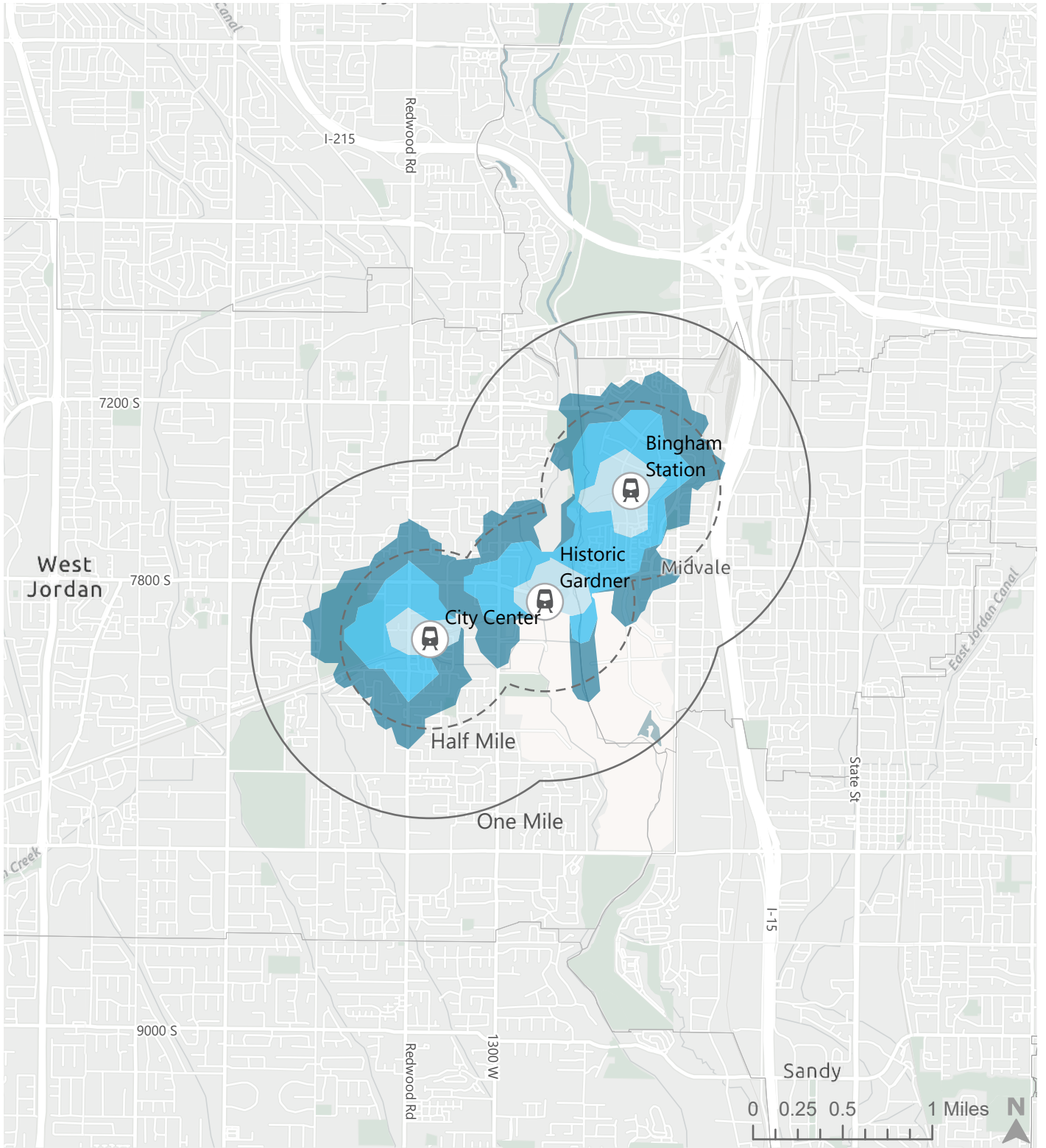


However, a lack of safe and comfortable cycling infrastructure likely acts as a deterrent to accessing each station by bicycle.

Conducting a similar analysis for accessibility analysis for a 15-minute walk at typical speeds reveals several key barriers in each station area:

- The lack of straightforward connection to the southeast of Bingham Junction Station towards Maini Street means that most of downtown Midvale is more than a 15-minute walk from the station
- The asphalt recycling plant south of Historic Gardner Station and lack of north-south crossings means that points south of the station are largely inaccessible within a 15-minute walk
- The lack of north-south crossing over the TRAX line adjacent to the City Center station limits access to areas south of the station

Results of these accessibility analyses and their associate walksheds and bikesheds are presented in **Figures 8 and 9**.



Cutoff

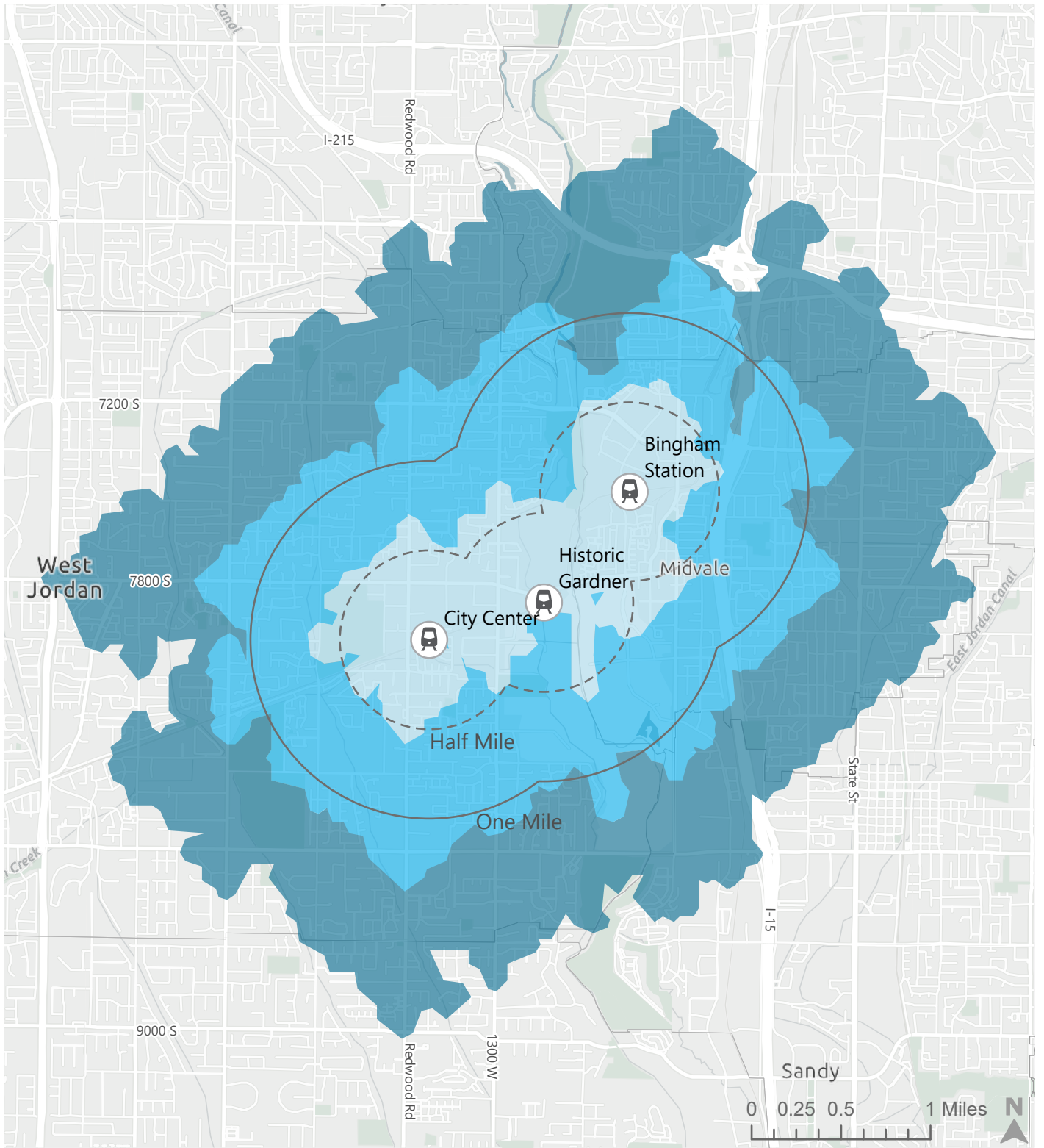
- 15 Minutes
- 10 Minutes
- 5 Minutes

Stations

Figure 8

Station Area Pedestrian Accessibility





Cutoff

- 15 Minutes
- 10 Minutes
- 5 Minutes

Stations

Figure 9

Station Area Cyclist Accessibility





Safety

UDOT maintains a database of recorded traffic crashes on all roadways in Utah. To assess traffic safety conditions in the station areas examined as part of this study, traffic crashes recorded from January 1, 2018 to December 31, 2022 were analyzed within a one-mile radius of each station area. Given that these one-mile radii overlap, crashes summarized below are attached to their nearest station based on crash locations as recorded by UDOT.

Within the station areas, two the five reported fatal crashes in the past five years involved a pedestrian (one fatal crash) or a cyclist (one fatal crash). Given that they represent a small portion of the total number of crashes, improving conditions for those walking or bicycling to each station should be a high priority for both Midvale and West Jordan.

Bingham Junction

Within the study period there were 600 injury crashes reported on area roadways in the vicinity of Bingham Junction Station. Of those 600 crashes, two were fatal crashes and an additional 23 were serious injury crashes. Of those 25 fatal or severe injury crashes, two involved cyclists and four involved pedestrians, with one of the cyclist-involved crashes being a fatal crash.

Of the reported fatal or severe injury crashes in the station area, four were reported as occurring in dark, unlighted conditions and neither of the fatal crashes occurred in dark, unlighted conditions. The intersection of 7200 South / Main Street is a location that experiences a significant number of crashes for all modes.

Historic Gardner Station

Given the overlap between station areas and the lack of roadway network to the north and south of the station, a comparatively low number of crashes has been reported in the Historic Gardner Station area. Of the 121 reported injury crashes in the station area, zero were fatal crashes and 11 were serious injury crashes. Of those 11 serious injury crashes, three involved pedestrians, and zero involved cyclists.

While other locations along 7800 South are the site of automobile crashes, the crossing between Historic Gardner Station and Gardner Village is the site of a higher number of pedestrian- or cyclist-involved crashes when compared to other station areas examined in this safety review.

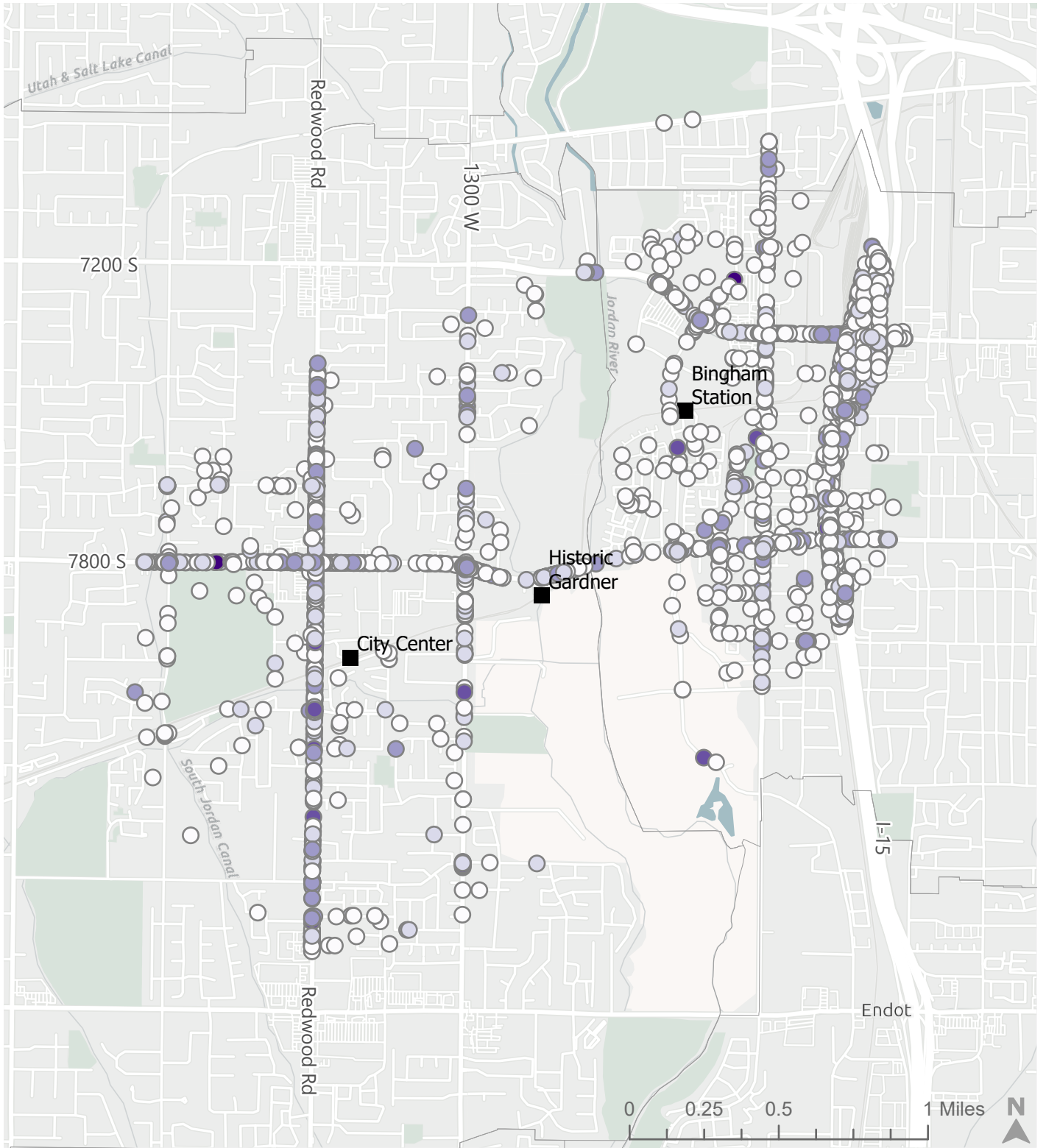
West Jordan City Center

Within the study period, there have been 366 injury crashes report in the area surrounding West Jordan City Center station. Of those, three have been fatal crashes and an additional 34 have been serious injury crashes. Of those 37 fatal or serious injury crashes, none involved cyclist and three involved pedestrians, with one of the pedestrian-involved crashes being a fatal crash.



The intersection of Redwood Road / 7800 South sees a substantial number of crashes for all modes when compared to other locations in the station areas, with Redwood Road being the site of many crashes throughout the station area.

Automobile crashes in the station areas are presented in **Figures 10 and 11**. Crashes involving pedestrians and cyclists are presented in **Figures 12 and 13**.



- Stations
- Crash Severity**
- No injury/PDO
- Possible injury
- Suspected Minor Injury
- Suspected Serious Injury
- Fatal

Figure 11

Station Area Automobile Crashes by Severity



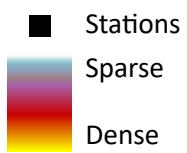
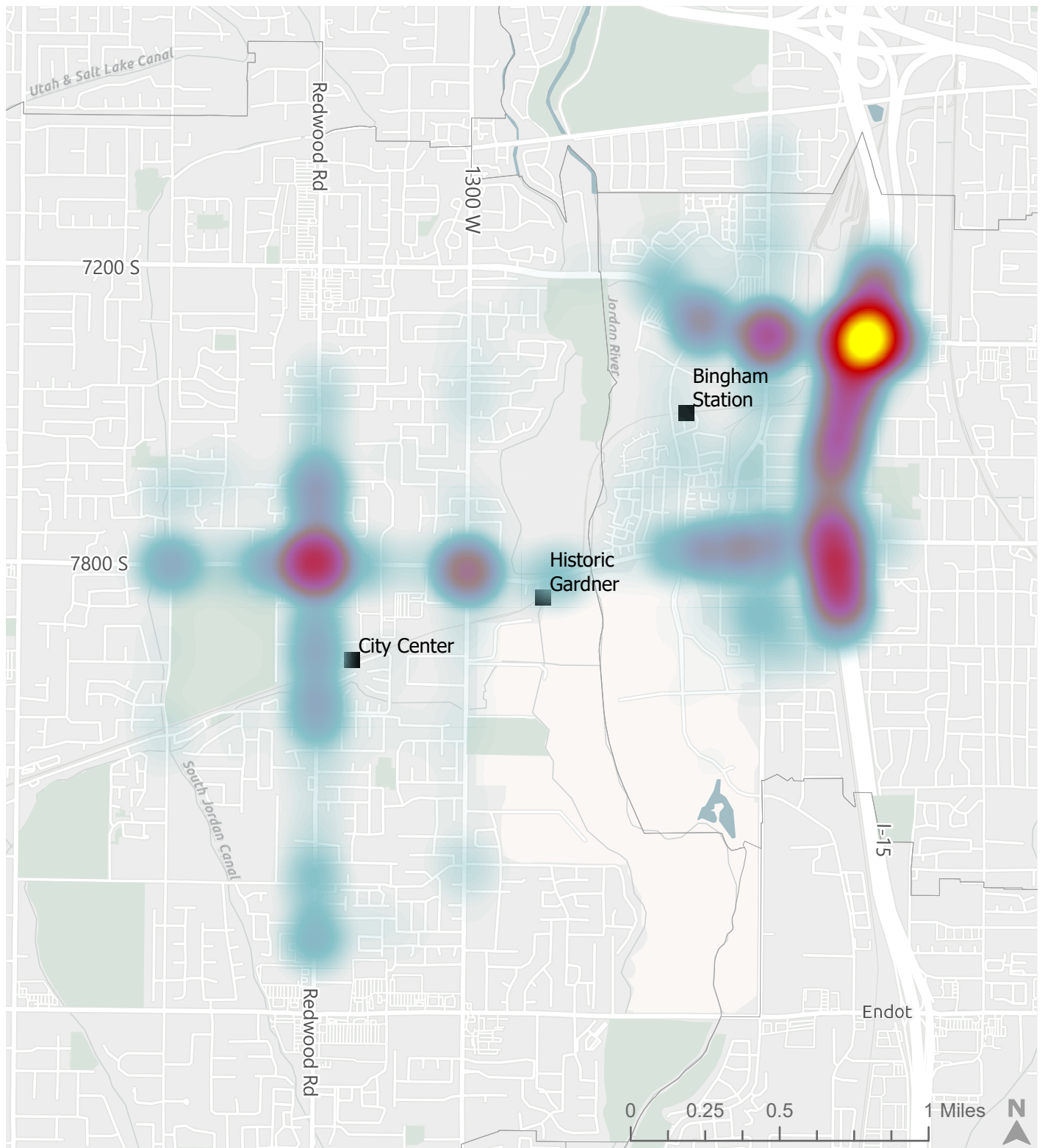
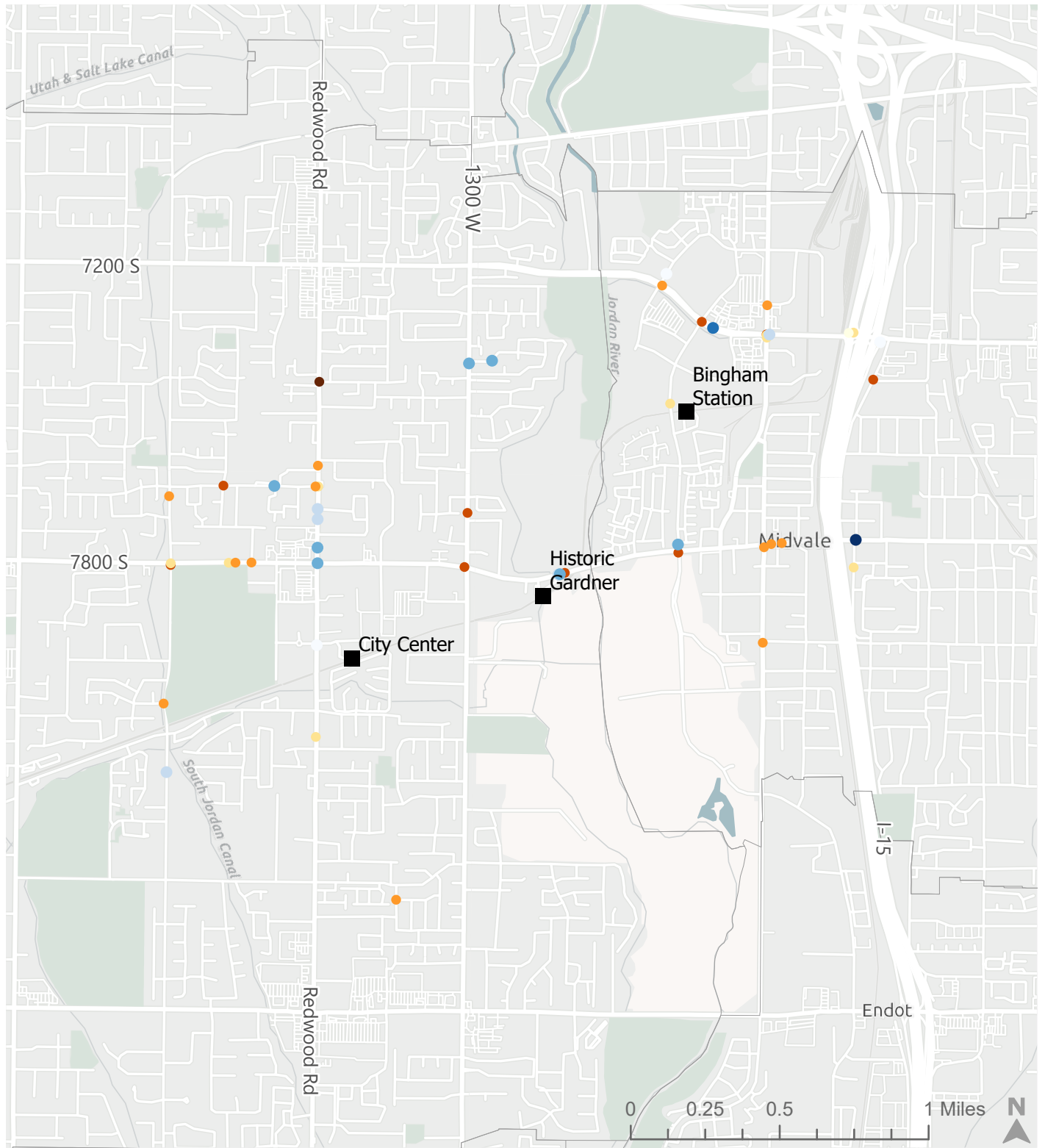


Figure 10

Station Area Automobile Crash Density





Pedestrian Crashes

Crash Severity

- No injury/PDO
- Possible injury
- Suspected Minor Injury
- Suspected Serious Injury
- Fatal

Bike Crashes

Crash Severity

- No injury/PDO
- Possible injury
- Suspected Minor Injury
- Suspected Serious Injury
- Fatal
- Stations

Figure 12

Station Area Pedestrian and Cyclist Crashes by Severity



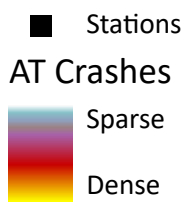
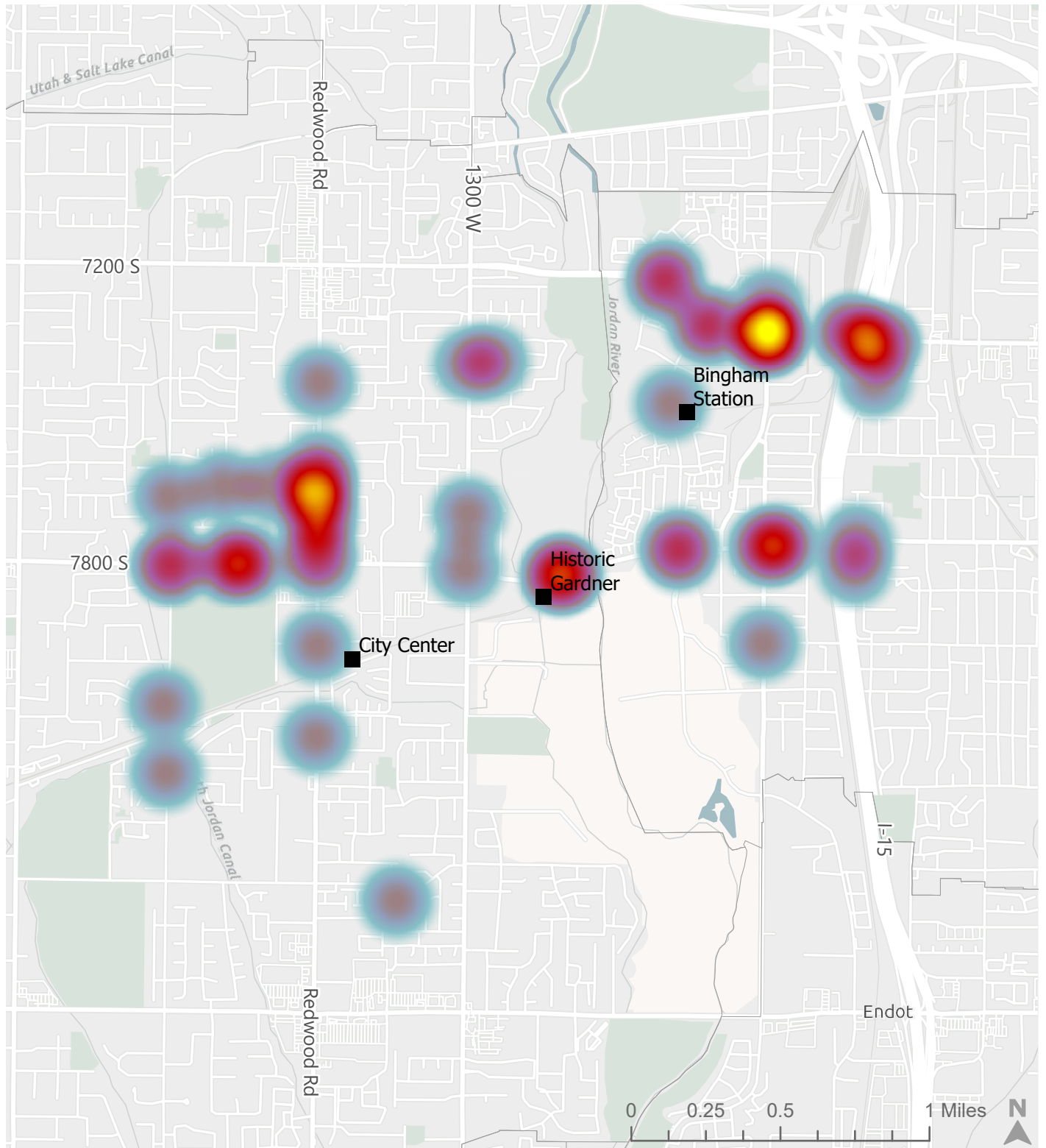


Figure 13

Station Area Pedestrian and Cyclist Crash Density





Station-Area Constraints

Challenges to be overcome in the transportation networks surrounding each station are not insignificant, and each station presents unique variables to consider. However, with a concerted effort and longer-term planning, none are insurmountable.

Bingham Junction

Adjacent development patterns come with limited permeability for travel by all modes, negatively affecting access to the station for anyone not arriving by car, particularly limiting east-west connectivity in the station area.

Historic Gardner Station

The agricultural (and agricultural-adjacent) uses to the south of the station are an impermeable barrier to accessing the station, with 7800 South presenting a substantial barrier to multimodal access immediately to the north. While Gardner Village is extremely close to the station, multimodal access is limited by challenging changes in grade and a long crossing of 7800 South.

West Jordan City Center

Redwood Road, which is controlled by UDOT, functions both as West Jordan's Main Street and a critical north-south transportation connection. Given UDOT's control of this crucial corridor, substantive changes will require sustained, focused planning efforts in collaboration with UDOT to pursue positive changes along the Redwood Road as West Jordan aims to strengthen its downtown.

Station-Area Opportunities

Opportunities for improvements in the transportation settings in each station area are numerous, though more straightforward opportunities for obvious improvements are summarized below. Based on available parking utilization data, all three stations have excess parking supply, and the area devoted to that underused parking should be repurposed for other, more productive uses.

Many area roadways could support improved cycling and walking facilities, as rights of way and existing lane widths suggest that space is available. However, given the size of area roads and resulting intersections, specific attention should be devoted to how those intersections are treated.

Bingham Junction

Improving or simplifying multimodal connections to Downtown Midvale and the Jordan River Trail from Bingham Junction Station will both support regional travel to and from key destinations in the station area, and promote transit as a more viable option in Midvale.



Historic Gardner Station

Improving connections between the station and Gardner Village, either via surface streets or the Jordan River Trail, will increase visitation to a popular destination and ensure that transit is an increasingly viable means by which to access Gardner Village.

West Jordan City Center

The significant amount of potential redevelopment immediately north of City Center station suggests that a genuinely walkable neighborhood could be developed within the boundaries of 7800 South, Redwood Road, and the TRAX alignment. Such an environment will be supportive of both transit use and increase the livability of West Jordan at large.



APPENDIX C

DESIGNWORKSHOP

Landscape Architecture
Planning
Urban Design
Strategic Services

120 East Main Street
Aspen, Colorado 81611
970.925.8354
designworkshop.com

MEMORANDUM

To: Byron Head, WFRC; Tayler Jensen,
West Jordan; Adam Olsen, Midvale
City
From: Design Workshop
Date: February 14, 2023
Project Name: West Jordan & Midvale Station Area
Plan
Project #: 7024
Subject: Existing Plan Review

The following memo includes a review of existing plans and documents created by and for West Jordan that are relevant to the Station Area Plan.

Contents

West Jordan City Center Station Area Plan..... 2
Previous City Center Plans 6
Redwood Road Corridor Master Plan Report 9
General Plan DRAFT 13
Briarwood Redevelopment Project Area Plan..... 17
Midvale City General Plan 2016 19
Midvale Main Street Small Area Plan 20
Midvale Redevelopment Agency: Main Street Project Area (Budget and Impact Report)..... 22
Midvale Downtown Arts District – Market Study 24

page 27). It includes additional Multi-family Housing north of the Phase 1 housing and Office at the corner of Redwood and 7800.

SHORT-TERM REDEVELOPMENT | Phase 1: 10-Year Buildout

LAND USE	DENSITY (DU/AC)	DWELLING UNITS	FLOOR AREA (SF)	AREA (GROSS)	PARKING SPACES (REQ.)*	PARKING SPACES (PROV.)
MULTI-FAMILY	40 (GROSS)	1,200	-	-	1,490	990
RETAIL	-	-	70,000	-	260	-
COMMERCIAL	-	-	18,000	-	55	-
OFFICE	-	-	70,000	-	210	210
PARKING STRUCTURE	-	-	-	-	-	530
ROADS	-	-	-	7,300 LF	-	-
PARKS, PLAZAS PROMENADES	-	-	-	95,000 SF	-	-
TOTAL	40 (GROSS)	1,200	158,000	-	2,015	1,730



Short-term Redevelopment (Phase 1a: 5-year buildout)

- Phase 1a prioritizes the following projects: Center City Square, Station Promenade, Station Square, Multi-family housing (located on the UTA property immediately adjacent to the station), Parking Garage and Ground Floor Commercial (located on Sundborn property), Retail Anchor and Shops (located on school district property, adjacent to City Center Square).

SHORT-TERM REDEVELOPMENT | Initial Phase 1a: 5-Year Buildout

LAND USE	DENSITY (DU/AC)	DWELLING UNITS	FLOOR AREA (SF)	AREA (GROSS)	PARKING SPACES (REQ.)*	PARKING SPACES (PROV.)
MULTI-FAMILY	60 (GROSS)	485	-	-	600	190
RETAIL	-	-	38,000	-	145	-
COMMERCIAL	-	-	14,000	-	40	-
PARKING STRUCTURE	-	-	-	-	-	530
ROADS	-	-	-	4,000 LF	-	-
PARKS, PLAZAS PROMENADES	-	-	-	55,000 SF	-	-
TOTAL	-	485	52,000	-	785	720



Key images

SHORT-TERM REDEVELOPMENT | Initial Phase 1a: 5-Year Buildout, Multi-Family


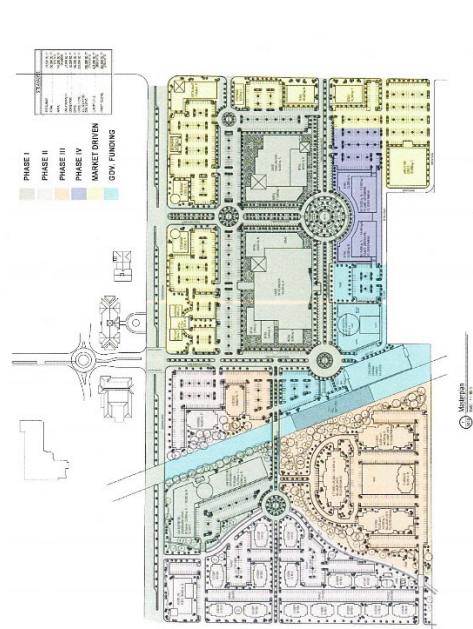




Other Plans
Referenced & Data
Sources

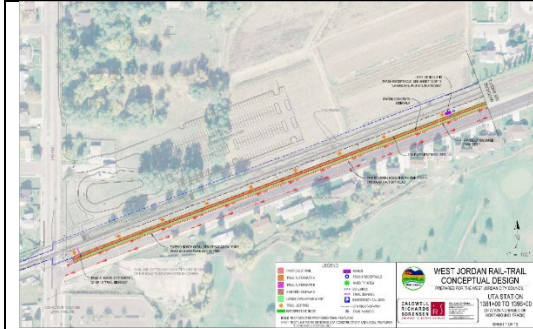
Redwood Road Corridor Master Plan
UTA TOD Guidelines
●

Previous City Center Plans

Several plans have been created for City Center over the decades. They are summarized below.

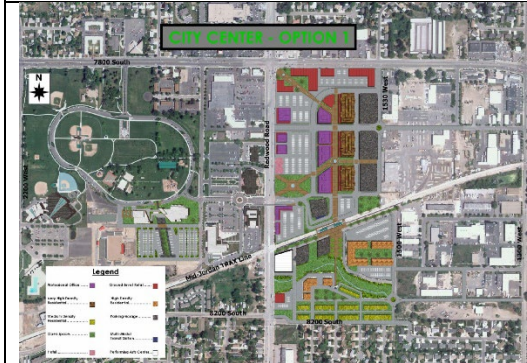
	<p>BABCOCK – City Center Concept, 2014</p> <p>Pros: skybridge creates a sense of place, not sure how feasible it is; some believe a bridge will be necessary to cross Redwood</p> <p>Cons: UDOT is not interested in traffic calming at the expense of efficiency; separation of uses, horizontal, heavy retail</p> <p>Summary:</p> <ul style="list-style-type: none"> • Horizontal mixed-use (it was more about construction economics at the time the plans were developed than anything else; city council is in favor of height) • Strip mall type retail • Large box retail • Focuses on redevelopment of School District parcel and UTA parking lot • Inward focused: green spine from TRAX station to new core • Proposed phasing: large retail first, then housing
	<p>BEECHER – The Jordan Town Center, Year Unknown</p> <p>Pros: phasing, differentiates what's market-driven vs. gov't funded;</p> <p>Cons: not walkable, big box stores</p> <p>Summary:</p> <ul style="list-style-type: none"> • Redevelopment on both sides of TRAX lines • Horizontal mixed-use • Inward focused • Large box retail as anchors • Series of central spaces/ nodes connected through boulevard style streets • No clear connection to existing civic uses or Veterans Park, 4 phases

	<ul style="list-style-type: none"> • Perspective shows large amounts of surface parking lots/ not walkable or pedestrian friendly/ car-oriented development
	<p>J STATION – Master Plan, Year Unknown</p> <p>Pros: N/A</p> <p>Cons: giant parking lots, not walkable</p> <p>Summary:</p> <ul style="list-style-type: none"> • 24 units x acre • Horizontal mixed-use • Focuses on redevelopment of School District parcel and UTA parking lot • Large box retail ad strip mall type commercial • Large amounts of surface parking lots/ not walkable or pedestrian friendly (north side design is a huge parking lot with some retail around it) • Car oriented development • Lack of community or gathering spaces • Lack of connections across Redwood Road or other areas • Residential redevelopment focuses on south side of TRAX lines
	<p>LMN – West Jordan Downtown Revitalization Plan</p> <p>Pros: land use element and urban use element document</p> <p>Cons: internal focused, don't connect beyond the site</p> <p>Summary:</p> <ul style="list-style-type: none"> • Mostly horizontal mixed-use, some vertical mixed-use • Establishes some connections to west side of Redwood Rd. proposes defined pedestrian crossings at two points • Incorporates Bigham Creek • Importance of green areas and central spaces (Town square, green space/ core, linear green area along creek) • Recycle some ideas



RAIL TRAIL – West Jordan Rail Trail Conceptual Design, 2009

Summary: Creates connectivity between stations and Jordan River Trail, Incorporate into SAP concepts (bring into Cad)



UNKNOWN – Similar to LMN layout

Pros: pedestrian connectivity north-south and east-west off main corridors


Cons: frontages, lots of parking



IBI –

Pros: office and residential-wrapped parking structures

Cons: not tall enough (9-13 stories could get support)

<p>Cover Page</p>	
<p>Document Name</p>	<p>Redwood Road Corridor Master Plan Report</p>
<p>Department Issuing</p>	<p>West Jordan City (written by MGB+A and Fehr & Peers)</p>
<p>Publication Year</p>	<p>2017</p>
<p>Summary (50 – 100 words)</p>	<p>The Redwood Road Corridor Plan provides recommendations and strategies for improving the aesthetics, safety, and functionality of the street to attract businesses and residents and to set the West Jordan City apart from other cities along the corridor. Redwood Road is a regionally significant state highway (SR-68), owned and maintained by UDOT. Due to varying land uses along the 4-mile corridor, a single design concept is not appropriate along the entire corridor. The plan notes that as plans are developed for City Center TOD, it will be important to coordinate design themes with what is being planned for Redwood Road.</p>
<p>Pull Quote</p>	<p><i>“The design amenity guidelines use principles of urban design to improve the aesthetics and walkability of the corridor with the overarching goal of creating a sense of place and arrival when traveling to West Jordan City or within the city to visit one of the many commercial centers.”</i></p> <p><i>“Pedestrian accessibility at West Jordan City Center Station ranks 45th out of 50 TRAX stations.”</i></p>
<p>Key takeaways</p>	<p>Summary</p> <ul style="list-style-type: none"> - The plan includes two key features: intersection treatments to enhance ped crosswalks and general aesthetics; maintains 3 travel lanes in each direction. The addition of medians adds beautification and slows traffic. - Ped enhancements are concentrated in commercial centers and bike routes are encouraged in residential neighborhoods adjacent to the corridor for safety and comfort of cyclists

- The plan includes design guidelines to improve the overall aesthetics and walkability of the corridor with the goal of creating a sense of place and arrival. Recommendations include wider sidewalks with accent paving, wider planting strips, planted medians, artistic elements at key intersections, and coordinated site furnishings
- Pedestrian accessibility in the study area is emphasized, as well as connection across the corridor from the public buildings to the future TOD. Specific recommendations or guidelines are not provided.
- Note: The market and economic analysis was completed before Covid-19.

Key Metrics

- Walkability index = 30%
- Ranked 45th out of 50 TRAX stations in walkability
- Approximately 217 driveway access points (average spacing of 54 feet)
- Average 245 collisions/year (2013-2017)

Right-of-Way

- The current ROW is 106' including park strips and sidewalks. Curb-to-curb paving is about 86'.
- Per the proposed concepts, for 3 travel lanes in each direction and a turn lane, the curb-to-curb paving requires roughly 100'. With additional space for sidewalk and park strip features, the minimum ROW is 120-130'. The plan suggests full property takes to acquire the land as opposed to acquiring small parcels close to the roadway.

Crash Data

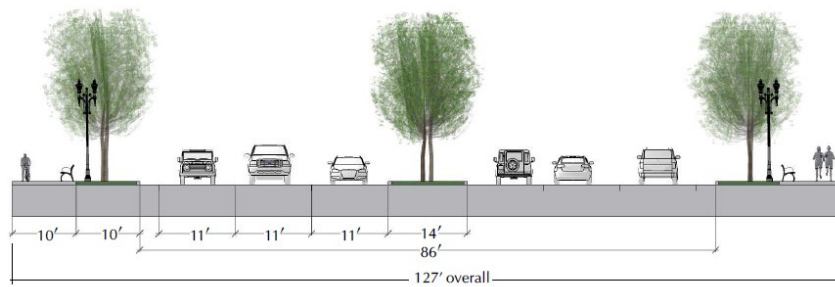
- Safety concerns along the corridor are attribute to several factors including but not limited to; vehicle speed, multiple driveway access points, relatively high vehicular volume, inadequate bike/ped facilities/crossings.
- Over a period of 2 years (January 2012 – December 2013), there were 735 collisions, for an average 245 per year. Most collisions reported were due to failure to yield right-of-way (34%), following too closely (26%), and improper turning (11%).
- 14% of collisions were associated with commercial or residential driveways, 20% were associated with T-intersections (which are not signalized), 22% were reported to occur at 4-leg intersections (signalized), while 41% were not associated with a roadway junction or feature

Proposed Concept

- The proposed concept for the study area section of the corridor includes:

- Streetscape enhancements: special paving, lighting, bus shelters, gateway elements to create a sense of place and arrival
- Intermediate center medians create opportunities for landscaping and visually reduce the corridor's expansiveness
- Minimal impediment to traffic flow or turning movements
- Reduction of driveway curb cuts where feasible, especially near intersections
- Emphasis on improvements of ped/bike facilities (shared multi-use path, separate from roadway) with wide landscaped buffer between path and road
- Signalized mid-block crossings
- Improved transit pullouts and circulation

DESIGN TREATMENT SCENARIO #1



Proposed treatment for Redwood Road corridor between 7800 and 8200, which includes the station area.

Key images

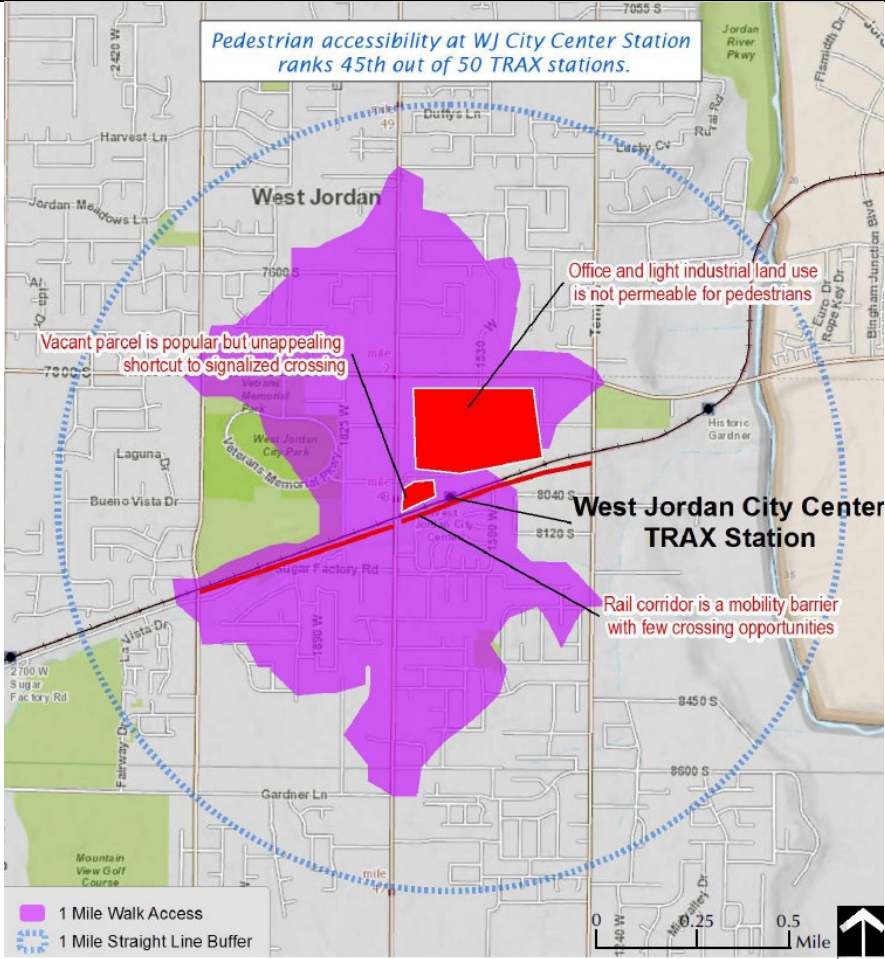
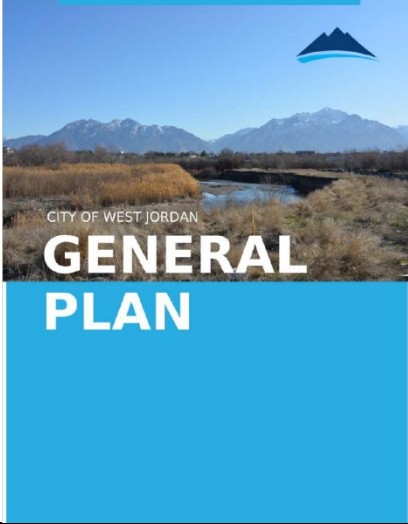


Image 9. Pedestrian mobility around West Jordan City Center TRAX Station. Image credit: Fehr + Peers.

Other Plans Referenced & Data Sources

N/A

Cover Page	
Document Name	General Plan DRAFT
Department Issuing	Planning Department
Publication Year	2022
Summary (50 – 100 words)	<p>The General Plan update provides a long-term vision for the West Jordan City. Chapters focusing on City Center and TOD provide general guidelines for planning and design of the City Center TOD, which should exemplify a high level of urban design. Emphasis in the TSOD overlay is on bike and pedestrian accessibility, comfort, convenience, and visual interest. Plans for this overlay should prioritize the public realm, including public art, gateways to emphasize arrival and departure, and mixed use development.</p>
Pull Quote	<p><i>“Provide facilities for people, i.e., public restrooms, places to relax, and protection from the elements.”</i></p>
Key takeaways	<p>Social Health and Opportunity statement: Social health and opportunity means that residents have equal access to jobs, transportation, education, housing, government, and recreation. [It] also means protection from nuisances and hazards. Investing in social health and opportunity supports the other sustainability components of environmental protection and economic vitality. Strategies relevant to this plan include locating high-density residential and mixed-use development near public transit facilities, encouraging the development of senior and affordable housing, and equally distributing recreational amenities throughout the City.</p> <p>Growth Management: The current population is around 117,000 people and available land is about 75% developed. A growth management challenge is planning infrastructure for expansion west while providing capacity for infill and redevelopment on the eastern half of the city. Some key takeaways: (1) Future sales tax generation will require providing retail opportunities close to residential and employment areas; (2) reducing commute times, congestion, and air pollution are major concerns that can be addressed by encouraging employment closer to residential growth areas and employment centers that offer work-from-home options; (3) quantity, character, and mix of housing have a significant impact on the location of future employment centers. Housing must meet the needs of workers. The City recognizes that it needs</p>

to accommodate increasing demand for a wide range of housing choices. TOD is one of the 11 growth management strategies outlined in the General Plan.

Urban Design: High quality urban design is important to maintain the quality of development and character of neighborhoods in West Jordan. Gateways are of particular importance and the study area includes 3 listed gateways zones: 7800 South, Redwood Road, TRAX Stations. Creating a sense of place and arrival will be important factors in the final concept plan. The General Plan also highlights Crime Prevention through Environmental Design (CPTED) principles, including natural surveillance (“eyes on the street”), natural access control, territoriality, maintenance, activity support, and order maintenance - all of which are naturally aligned with TOD design guidelines. City Center is a top priority and should exemplify a high level of urban design through appropriately scaled buildings, visual coherence, and a sense of place.

Land Use: TOD is highlighted as a land use typology with significant benefit to the community, including incentivizing public transit, increasing affordable housing, providing opportunity for mixed use, and increasing tax base for property and sales tax. Cons of TOD include the necessity of willing property owners, and that they place burden on existing water and sewer facilities (if a zoning change with higher density is implemented without careful planning).

City Center and Neighborhood Transit Station Overlay District (TSOD) Center

Land Use: The purpose of this designation is to create pedestrian-oriented areas with a densely integrated and synergetic mix of residential, commercial, professional office and civic development in a **traditional main street or downtown character**.

Relevant goals in this section include:

1. Provide well-designed, aesthetically pleasing, and efficient City Center and Neighborhood Center areas.
2. Provide well-designed, aesthetically pleasing, and efficient commercial areas within the city of West Jordan.
3. Evaluate and update sections of the zoning ordinance and zoning map to incorporate more mixed-use development in the City.
4. Encourage the location and redevelopment of public facilities and associated services to best serve the needs of the community.
5. Encourage the imaginative, creative, and efficient use of land in master planned communities.

Transportation: Relevant to this plan are the existing standards for street typologies listed on page 86 of the General Plan. The transportation goals outline in the plan that are relevant to this site are:

1. Establish a multi-modal transportation system
2. Provide safe and efficient movement of traffic within the City
3. Develop a transportation management program
4. Ensure the use of bicycle and pedestrian transportation systems

- 5. Support residential traffic calming
- 6. Improve the aesthetic quality of the City's streets

Housing: Like many communities along the Wasatch Front, West Jordan is negatively affected by a shortage of available housing. More units are required to accommodate growth. Housing guiding principles and goals include:

- 1. Preserve the identity of West Jordan as a family-oriented community through providing a range of housing types, styles, and sizes to fit the various needs of the family lifecycle.
- 2. Provide housing that serves residents who require specialized facilities or locations (i.e. seniors/group homes)

Environment, Water: Relevant goals include: (1) Support all economically justifiable options for environmental sustainability; (2) Support the development of neighborhood gardens; (3) Implement and encourage principles of sustainable water use and water-conserving landscaping for new development.

Parks and Recreation: Relevant goals include

- 1. Maintain Parkland service levels
- 2. Provide a diversity of parklands and associate activities
- 3. Provide and maintain recreation facilities that meet the needs of residents and that are financially stable
- 4. Support implementation and extension of the citywide trails network
- 5. Promote use of trails as an alternative transportation mode

Key images

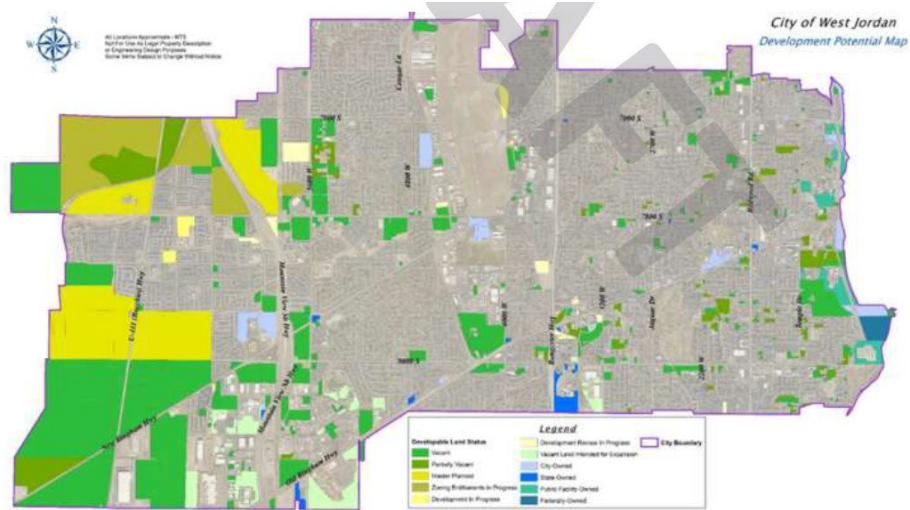
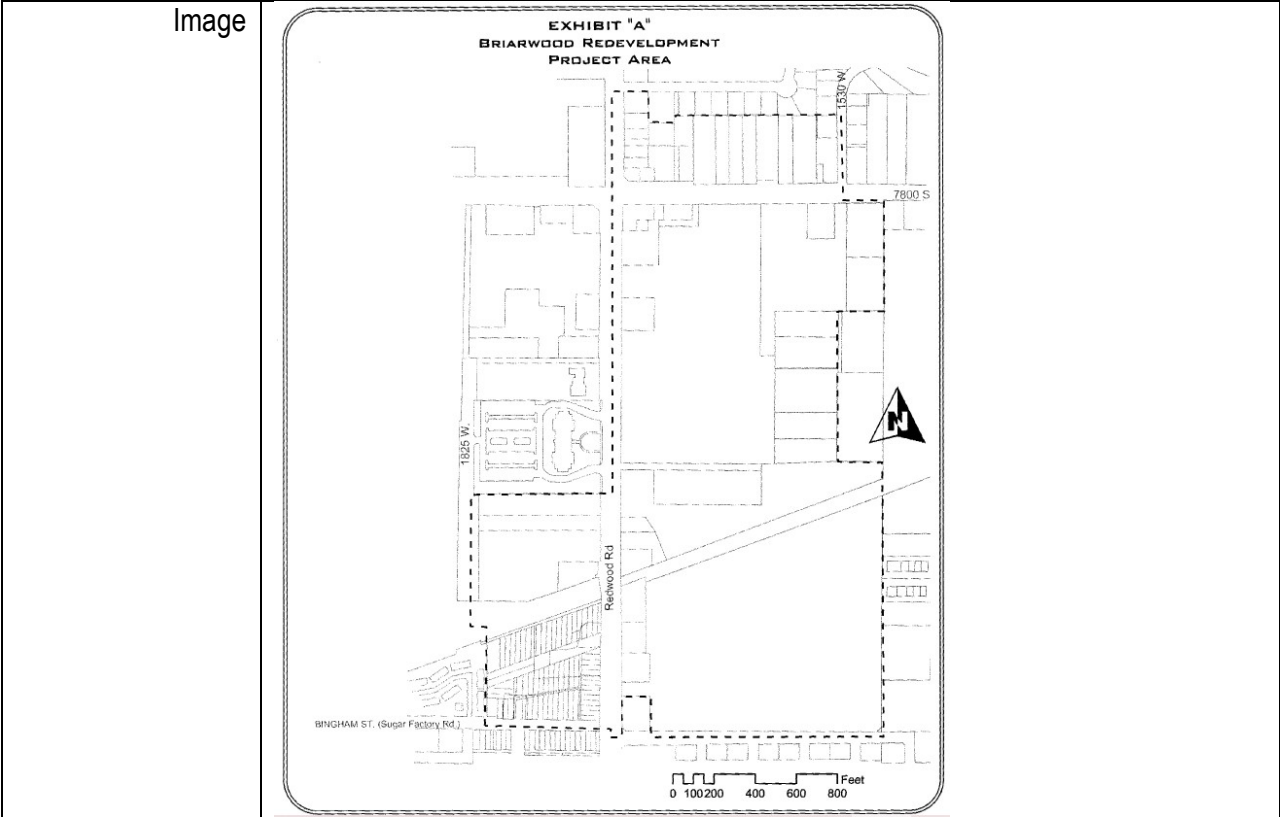


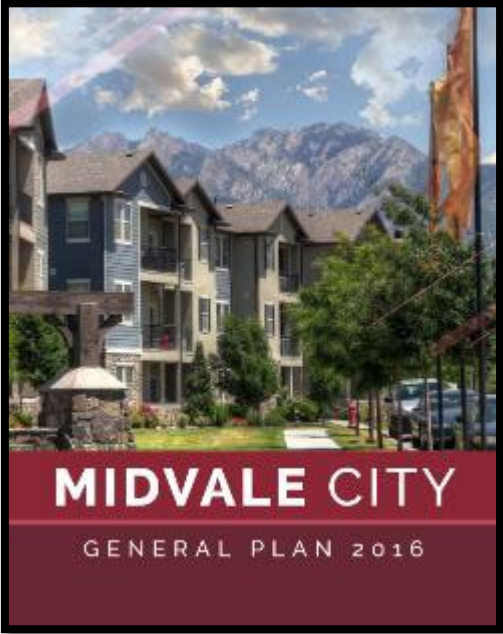
FIGURE 3.1
DEVELOPMENT POTENTIAL MAP

Other Plans Referenced & Data Sources	•
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Document Name	Briarwood Redevelopment Project Area Plan
Department Issuing	Redevelopment Agency of West Jordan City
Publication Year	2003
Summary (50 – 100 words)	The Briarwood RDA Project Area Plan addresses an area (“Exhibit A”) in transition from industrial and single-family residential and underutilized commercial to and active commercial, office, high density residential and mixed use, central business district and transit-oriented use area.
Pull Quote	
Key takeaways	<p>Overall Redevelopment Objectives</p> <ol style="list-style-type: none"> 1. Remove structurally substandard buildings and replace them with new construction, rehabilitation of appropriate buildings, eliminate deficiencies such as irregular lot subdivision, improper drainage and weeds 2. High level of architecture, landscape, and urban design principles 3. Strengthen tax base and economic health of the region 4. Support improvement of public transportation systems and multi-modal users 5. Improve pedestrian infrastructure and public spaces including plazas 6. Eliminate blighting factors and influences 7. Promote the implementation of community-developed goals and <p>General Design Objectives Developers are expected to obtain the highest quality design and development and each proposal will be considered subject to approvals by various City departments and agencies. The overall redevelopment will:</p>

	<ol style="list-style-type: none"> 1. Provide an attractive urban environment 2. Blend harmoniously with surrounding areas 3. Provide for well-landscaped areas in relation to new buildings 4. Provide parking areas appropriately screened and/or landscaped to blend harmoniously with the area 5. Provide open space and pedestrian areas which are oriented to maximum use and optimum separation and protection from vehicular traffic 6. Maintain off-street parking to the maximum degree 7. Enhance the built environment and sense of place of West Jordan downtown area 8. Establish a higher density and mixed-use center and central business district <p>Plan Limitations</p> <ol style="list-style-type: none"> 1. A time limit of no more than 5 years after the effective date of this plan for the Agency to commence acquisition of land through eminent domain 2. A time limit of no more than 25 years after adoption of this plan for tax increment from the RDA to be paid to the Agency unless the taxing entity committee consents to a longer period <p>The plan states, "The increase in property values will help transition land from its current residential use to commercial, office, and high-density residential uses." The 2023 DW plan should include recommendations to prevent or avoid displacement.</p>
Key images	
Other Plans Referenced & Data Sources	The plan is consistent with and conforms to the city's General Plan, Downtown Action Plan (DAT), Downtown Overlay Zone, and Brownfield Economic Redevelopment Plan

Cover Page	
Document Name	Midvale City General Plan 2016
Department Issuing	City of Midvale
Publication Year	2016
Summary (50 – 100 words)	The General Plan establishes a vision for the future of the city and serves as a policy document for decision making for the development of Midvale over the next 8-10 years.
Key takeaways	<ul style="list-style-type: none"> - <u>There are opportunities for better east-west connectivity by ensuring that new developments have good connections to existing developed areas.</u> <ul style="list-style-type: none"> o As space for transportation is limited, planning must not only identify opportunities for merging compatible transportation modes, but also ensure complementary uses of different streets and transportation routes. (Vehicular Network maps pg. 27-28) - The City of Midvale has the potential to be a much more walkable city. The area's TRAX stations provide an important non-vehicular access route to the region. The area of Midvale east of I-15 contains many pedestrian destinations barricaded by high-volume, fast-moving traffic. Redevelopment of these areas will provide opportunities to improve walkability, especially near TRAX stations. A more direct connection could be made from the Main Street area to the Bingham Junction TRAX station. (Existing and Planned Pedestrian Network map pg. 37) - Creating attractions that can be developed at Bingham Junction can increase the amount of tourism in Midvale - Number of opportunities within Midvale for improved connectivity including the extension of Bingham Junction Blvd. through Jordan Bluffs - There are opportunity areas surrounding Bingham to broaden transportation networks by incorporating pedestrian, bicycling and transit alternatives - Opportunity to develop art through the Bingham Junction public art program

	<ul style="list-style-type: none"> - Goals: <ul style="list-style-type: none"> o Improve roadway connectivity to the east and west in Bingham Junction o Improve pedestrian and bicycle path connectivity to the Main Street and Jordan Bluffs areas o Support redevelopment of the adjacent area to the east to blend and enhance any redevelopment if the Jordan Bluffs Area - Maximize the walk shed around the three TRAX stations. Only 53% of the Fort Union and 35% of the Bingham Junction half mile walk sheds are achieved
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Cover Page	
Document Name	Midvale Main Street Small Area Plan
Department Issuing	VODA Landscape + Planning
Publication Year	2018
Summary (50 – 100 words)	The purpose of the Small Area Plan is to take advantage of existing opportunities to strengthen the City’s economic base through the revitalization of the Main Street area. The goals of this planning document are built on City goals from the Midvale General Plan, the Redevelopment Agency, and the Economic Development Department.
Key takeaways	Area Recommendations <ul style="list-style-type: none"> - Transportation and multi-modal connectivity issues are largely due to the surrounding infrastructure that encloses the neighborhood. Need to address pedestrian and bicycle network gaps - Historic preservation and facade improvement - Current urban design and public realm diminish the quality and experience of Main Street - improve the experience by creating a sense of place and improving neighborhood experience

- Growing interest in more walkable, urban residential development

Transportation and Connectivity

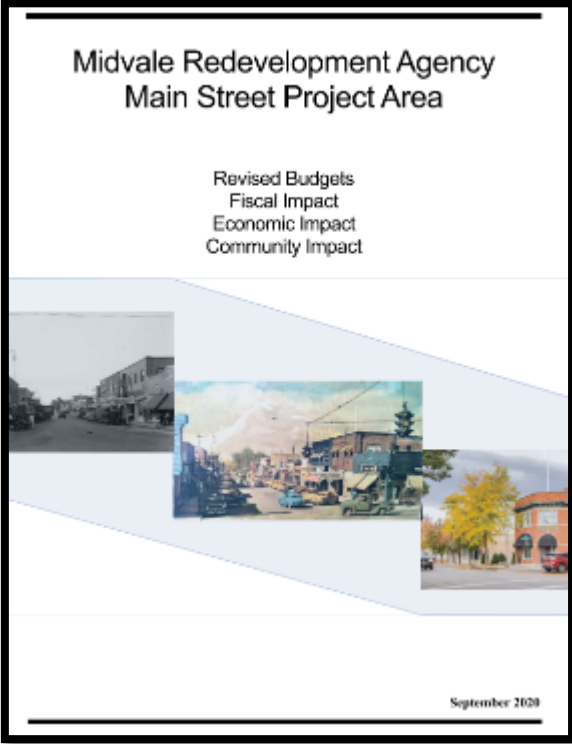
- Transportation assets include close proximity to a TRAX rail station, arterial roadways, and nearby access to I-15. A central location in the valley is also a significant asset that should be amplified for business expansion.
- [Main Street needs to improve connection](#) to TRAX station and Jordan River Parkway
- [Existing pathways connecting Main Street](#) and parking areas are subpar

Street Improvements

- With [narrower car lanes and other features introduced](#), neighborhood streets of Midvale could become more friendly to pedestrian and bicycle use

Urban Design & the Public Realm

- New projects should design more active and public facing uses for key frontages along public streets in the area.
- The [streetscape elements along Main Street should be consistently implemented](#) along the corridor. The south end of Main Street has the highest concentration of complete street elements.
- [Future streetscape improvements](#) include: Street trees, planters, paving, striping, bump outs (new ones should match existing bump outs), street furniture, lighting, signage.
- Most existing parking lots in the commercial area would benefit from an upgrade. Trees and landscape improvements in the parking areas will further communicate support of a high-quality urban environment.
- There is a lack of public space in the Main Street area. The only existing public space is a paved area for basketball and tennis. [Providing additional public space](#) will meet the needs of local businesses, residents, and consumers. It will also be useful for increasing visitor numbers and visit time.
- [Midblock connections](#) are an effective way to increase pedestrian connectivity within a neighborhood. There is currently one midblock connection on Main Street located halfway between Center Street and 1st Avenue. Increasing visibility will help pedestrians locate the connection. It can be made more pedestrian friendly with new amenities such as upgraded landscaping and benches.

<p>Cover Page</p>	
<p>Document Name</p>	<p>Midvale Redevelopment Agency: Main Street Project Area (Budget and Impact Report)</p>
<p>Department Issuing</p>	<p>Redevelopment Agency of Midvale City</p>
<p>Publication Year</p>	<p>2020</p>
<p>Summary (50 – 100 words)</p>	<p>Midvale City has a unique and historic Main Street. Because very few cities in Utah still have a historic Main Street corridor, Midvale City is seeking to improve and leverage this asset. One goal, as stated in the Midvale Main Street Small Area Plan, is to redevelop Main Street in such a way as to create a sense of place for the City. The Midvale Redevelopment Agency believes that it can support the City to develop a stronger and more defined sense of place through redeveloping the historic Main Street.</p>
<p>Key takeaways</p>	<p>Section I: Executive Summary: The Agency will actively pursue and promote initiatives that will support increasing the density within the Midvale Area. <u>Based on historic growth rates, it is safe to assume that the Main Street CDA is unlikely to redevelop in any significant way without some intervention.</u></p> <p>The Agency’s primary motivation for redeveloping the Main Street Area is to support placemaking efforts within the City. This means preserving, enhancing, and celebrating the historic nature of Midvale’s Main Street. It means creating an environment that attracts people to gather, recreate, shop, dine, and build lasting memories. To create a more vibrant, attractive, and welcoming environment along Main Street, the Agency will actively support the development and enhancement of local artists and art.</p> <p>Actions/Initiatives:</p>

- Supporting parking garages adjacent to Main Street, between the 4th Depot Street and Center Street. The Agency anticipates a 25 percent increase in commercial space within the Area.
- Increase density and add additional business space in the Area involves the Agency actively supporting businesses' efforts to renovate their buildings and add additional square footage.
- Repurpose the Midvale Museum site to serve as an arts center.
- Promote and support façade improvements
- Sponsor and support events and improve connectivity to and throughout the Area

Benefits of supporting the redevelopment of the Main Street Area:

- Tax: Net fiscal benefit to the taxing entities, including the School District, County, and City.
- Jobs: The Project Area budgeting model projects an additional 25 percent commercial space created through redevelopment. Jobs are anticipated to be in the commercial retail sales and service sectors, including food and beverage sales and services, clothing and other consumer goods sales, and providers of personal services. The additional commercial space is further projected to induce the creation of an additional 203 jobs.
- Affordable Housing: The Agency has and will continue to generate significant tax increment revenues earmarked for affordable housing. The Agency plans to use housing funds from the Main Street CDA and the other two redevelopment areas to directly incentivize the development of mixed-use space along Main Street.


Section II: Introduction: The Agency and City believe that with the support of the local taxing entities, the Main Street area can be redeveloped to increase the assessed value of the area, provide more spaces for businesses, create more jobs, increase the stock of affordable housing, and enhance the arts.

Section III: Main Street Community Development Area Revised Budget: The Agency will budget 77% of the tax increment revenues it receives toward redevelopment activities. Assuming 20 years of participation, the Agency will collect \$15,242,750 and allocate \$11,736,917 toward redevelopment activities.

Section VI: Community Impact Study:

- Supporting and enhancing the arts is a key and critical component to the Agency's strategy for redeveloping the Area and establishing a sense of place.
- Nearly \$1.9 million will be allocated to public art. The agency will look for and seize opportunities to promote and preserve public art within the area: covering utility boxes with artistic coverings and commission murals within the area.
- Successfully developing a sense of place will be the Agency's crowning achievement in the area.

	<p>Exhibit B: Main Street Redevelopment Case Studies (pg.30-37)</p> <ul style="list-style-type: none"> ○ Park City, Utah ○ Provo, Utah ○ Casper, Wyoming ○ Campbell, CA
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Cover Page	
Document Name	Midvale Downtown Arts District – Market Study
Department Issuing	Webb Mgmt
Publication Year	2021
Summary (50 – 100 words)	Study done by Webb Mgmt, a management consulting practice for the development and operation of cultural affairs. This study determines whether there is a market opportunity to create a new downtown arts district in and for the community.
Key takeaways	<p>The City of Midvale can and should consider the development of the Arts District along the southern portion of Main Street in downtown Midvale, for the following reasons:</p> <ul style="list-style-type: none"> - Arts districts represent a proven model for the redevelopment of Main Street areas towards the pursuit of goals that have been established by the City of Midvale. - There is a dearth of arts facilities in the city and thus the opportunity to recruit programs and facilities to the community within the context of district development. - Midvale residents are active arts participants likely to respond positively to programs and events offered in their downtown area.

- There are already a number of arts facilities and programs at the south end of Main Street, and these groups and facilities are enthusiastic about the possibility of being included within a more active area that is branded as a district.
- The experience of other communities that have developed arts districts confirms that the city of Midvale could achieve significant returns on only moderate investments in preparing Main Street for the district concept.
- Market area was defined as a local (36,000 people in 2025) and 15-mile radii regional (1.4 million 2025). Market segments are described as younger and diverse in income (though relatively low) and ethnicity (Hispanic).
- In this market area, people are more likely to be active arts participants rather than passive ones. That is to say, they are more likely to take a class or go out for karaoke as opposed to attending a classical music concert or a theatre production.
- Midvale is home to a half-dozen tattoo studios, with a concentration on Main Street. They are the most prevalent type of arts business in the downtown and showcase artists in a multitude of ways. Dance Studios are the second most prevalent.
- Arts facilities can and should work within existing historic buildings given the importance of that character and authentic feel for creative activities. Galleries, studios, and other types of arts facilities do not overly burden historic structures with heavy loads and traffic.
- Comparable Arts Districts: Casper-Wyoming, Tieton- Washington, Boise-Idaho, Culver City- California, Rino and Santa Fe Districts Denver- Colorado, Santa Fe- New Mexico,

Recommendations

- Examples: Some cities have been successful by being very intentional about the development of an arts district, while other districts have been developed in a much more organic fashion, with limited investments and influence on the part of public sector planners.
- The question for City of Midvale leadership is how and to what degree should they drive the development of an arts district along Main Street.



APPENDIX D

DESIGNWORKSHOP

Landscape Architecture

Planning

Urban Design

Strategic Services

120 East Main Street

Aspen, Colorado 81611

MEMORANDUM

To: Project Team

From: Design Workshop

Date: May 3, 2023

Project Name: West Jordan Station Area Plan

Project #: 7024

Subject: Survey Results

This memorandum provides an overview of the results from both the English and Spanish surveys administered for the Bingham Junction, Historic Gardner, and City Center Station area plans.

Demographics

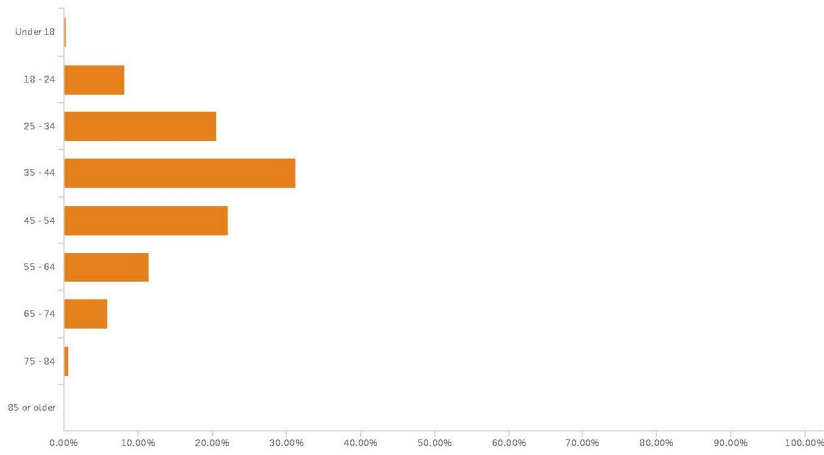
- Majority of respondents were in the 35-44 age group (31.6% of respondents)
- Majority of respondents were female (56.1% of respondents)
- Majority of respondents were white (80.1% of respondents)
- Majority of respondents lived within the Bingham Junction Station and West Jordan City Center Station areas
- Five (5) people participated in the Spanish survey
- The total combined number of Hispanic/Latinos and Spanish respondents was 32

SURVEY RESULTS

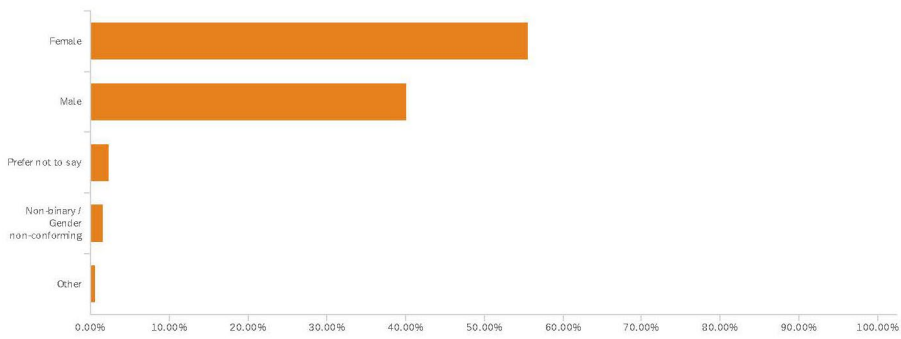
OVER 400 SURVEY RESPONSES



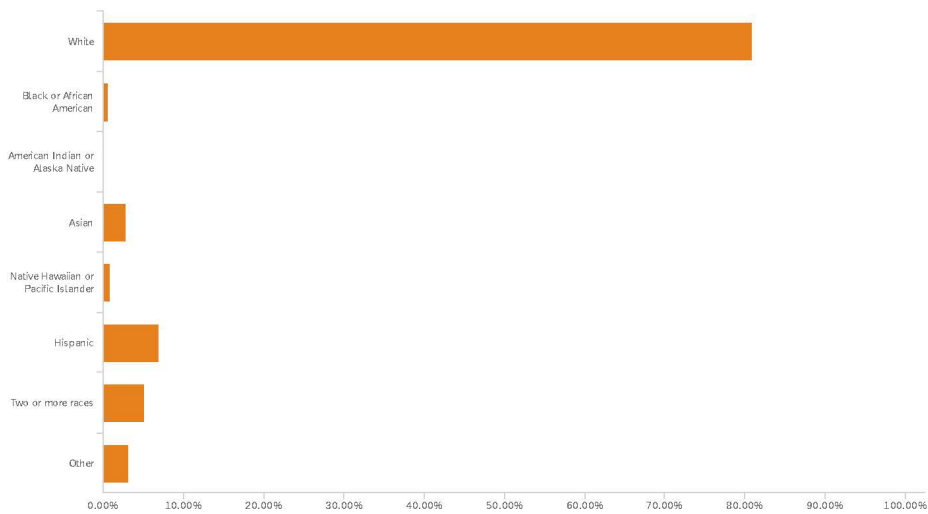
1. What is your age?



2. What is your gender?



3. What is your race/ethnicity?



4. Click on the map where you live

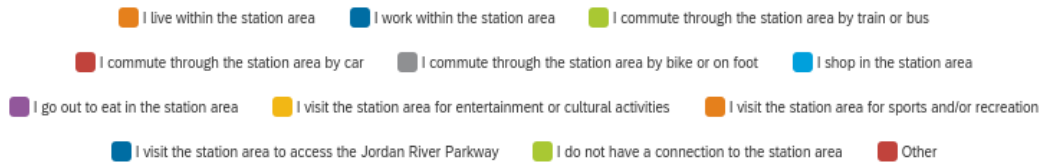
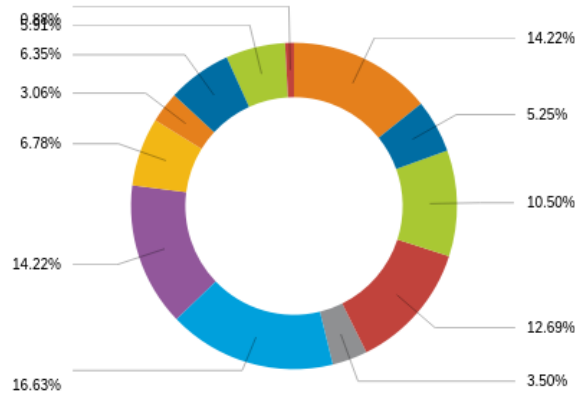


Bingham Junction Station

- Q1 Which statements best represent your connection to the Bingham Junction station area?

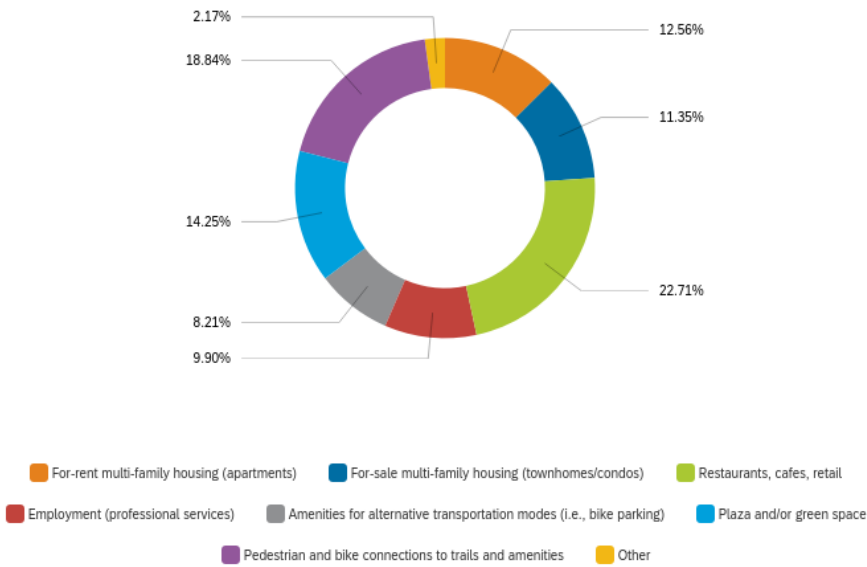
Top responses:

- I live within the station area (14.3%)
- I shop in the station area (16.4%)
- I go out to eat in the station area (14.0%)



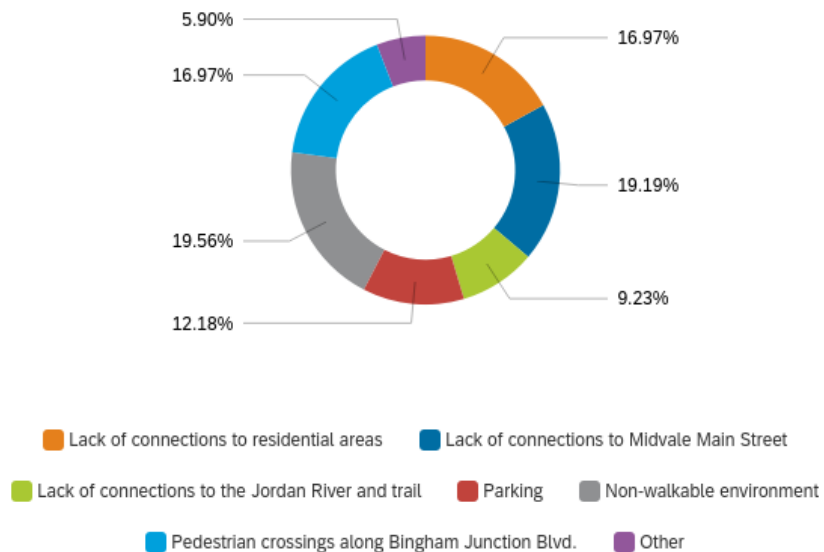
- Q2 Which of these are the greatest opportunities in the Bingham Junction station area? (Select up to 3)

- Restaurants, cafes, retail (22.7%)
- Pedestrian and bike connections to trails and amenities (18.8%)
- Plaza and/or green space (14.3%)



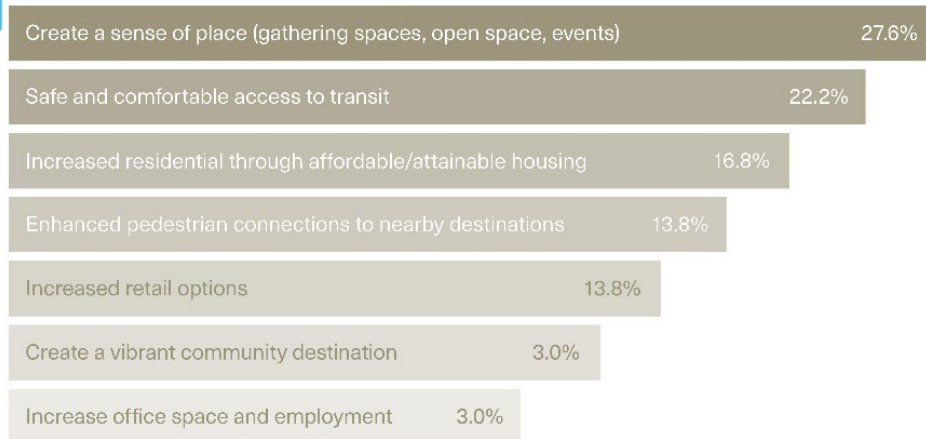
• Q3 Which of these are the greatest challenges in the Bingham Junction station area? (Select up to 3)

- Non-walkable environment (19.56%)
- Lack of connections to Midvale Main Street (19.19%)
- Lack of connections to residential areas (16.97%)
- Pedestrian crossings along Bingham Junction Blvd (16.97%)
- Parking (12.18%)
- Lack of connections to the Jordan River and trail (9.23%)
- Other (5.90%)



- Q4 How important are the following concepts for future planning for the Bingham Junction station area? Click and drag your selection in order of priority. (1 being extremely important and 7 being not important)
 - Create a sense of place
 - Safe and comfortable access to transit

PREFERRED CONCEPTS: BINGHAM JUNCTION



- Q5 What concerns do you have for future planning at the Bingham Junction station area? Major concerns for the station area included: traffic, parking (producing too little/too much), safety, pedestrian-friendly, affordable housing, increase in property taxes, increased crime from transients.

CONCERNS FOR BINGHAM JUNCTION



- Q6 What are your hopes for future planning at the Bingham Junction station area? Major hopes for future planning for the station area:
 - Connections to surrounding places and historic Midvale

- Retail and open space/trail opportunities
- Dog parks
- Safety measurements like more lighting at night, security, cameras, etc.
- Better accessibility/ADA
- Accessible bathrooms (multiple comments on this)
- Increased transit on the weekends
- Making it a true gathering space

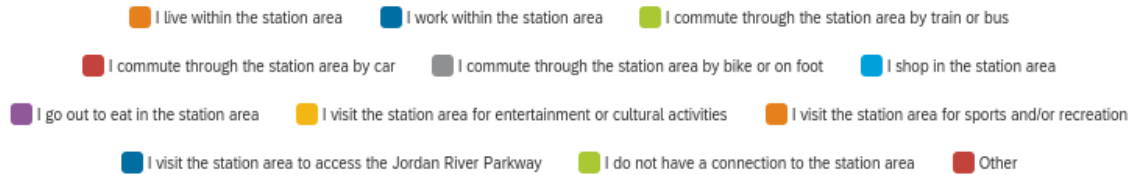
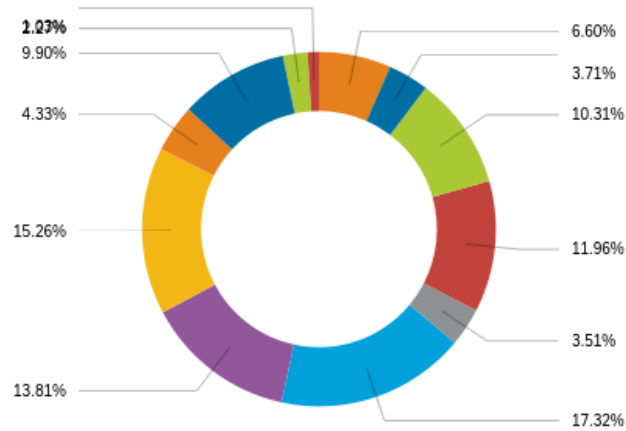
HOPES FOR BINGHAM JUNCTION



Historic Gardner Station

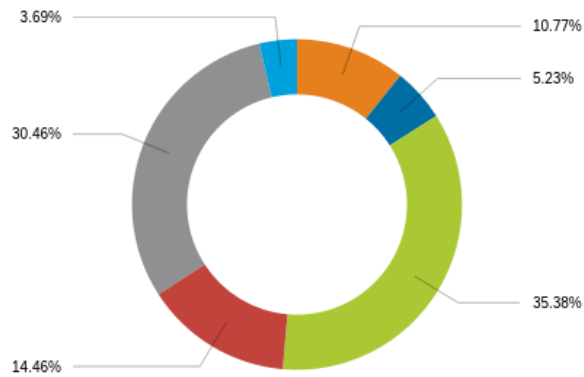
1. Q1 Which statements best represent your connection to the Historic Gardner station area? (Select all that apply)

- I shop in the station area (17.2%)
- I visit the station area for entertainment or cultural activities (15.1%)
- I go out to eat in the station area (13.9%)



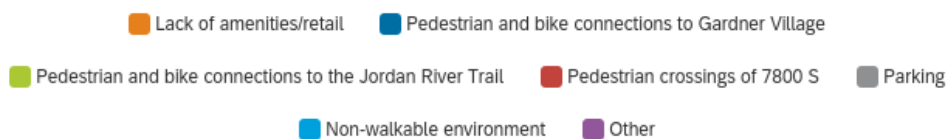
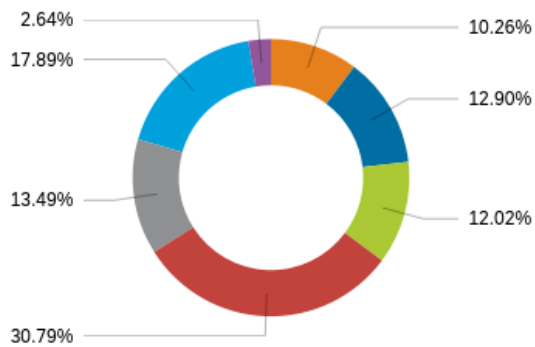
• Q2 Which of these are the greatest opportunities in the Historic Gardner station area? (Select up to 3):

- Enhanced bicycle and pedestrian connections with Gardner Village (34.8%)
- Expanded Park space on the Jordan River Trail (30.6%)
- More transit parking (14.2%)



- Q3 Which of these are the greatest challenges in the Historic Gardner station area? (Select up to 3)

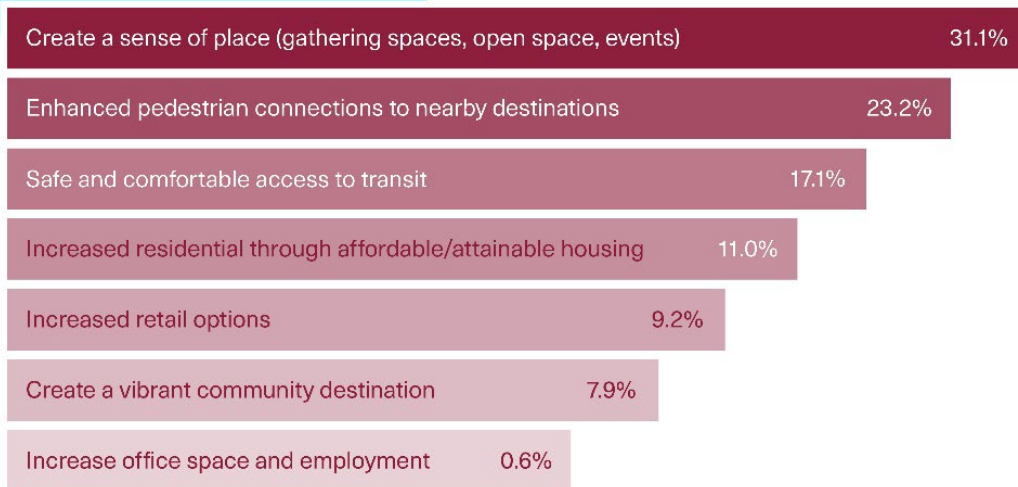
- Pedestrian crossings of 7800 S (30.79%)
- Non-walkable environment (17.89%)
- Parking (13.49%)
- Pedestrian and bike connections to Gardner Village (12.90%)
- Pedestrian and bike connections to the Jordan River Trail (12.02%)
- Lack of amenities/retail (10.26%)
- Other (2.64%)



Q4 How important are the following concepts for future planning for the Historic Gardner station area? Click and drag your selection in order of priority. (1 being extremely important and 7 being not important)

- Top concepts for future planning for the station area:
 - Create a sense of place
 - Enhanced pedestrian connections to nearby destinations

PREFERRED CONCEPTS: HISTORIC GARDNER



- Q5 What concerns do you have for future planning at the Historic Gardner station area
Major concerns for the station area included: traffic congestion, affordable housing, limited land availability and being able to beautify the area, ADA, safety and pedestrian safety to access Gardner Village

CONCERNS FOR HISTORIC GARDNER



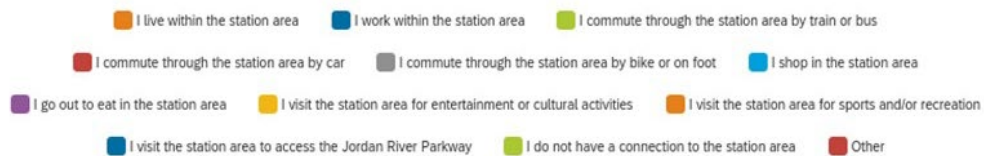
- Q6 What are your hopes for future planning at the Historic Gardner station area?
Major hopes for future planning for the station area:
 - Better parking and parking access
 - Better accessibility for pedestrians
 - Crosswalks and pedestrian walkways needed across 7800 to go over to Gardner Village
 - More TOD
 - Affordable housing
 - Trail access and dog parks
 - Make it a destination

HOPES FOR HISTORIC GARDNER

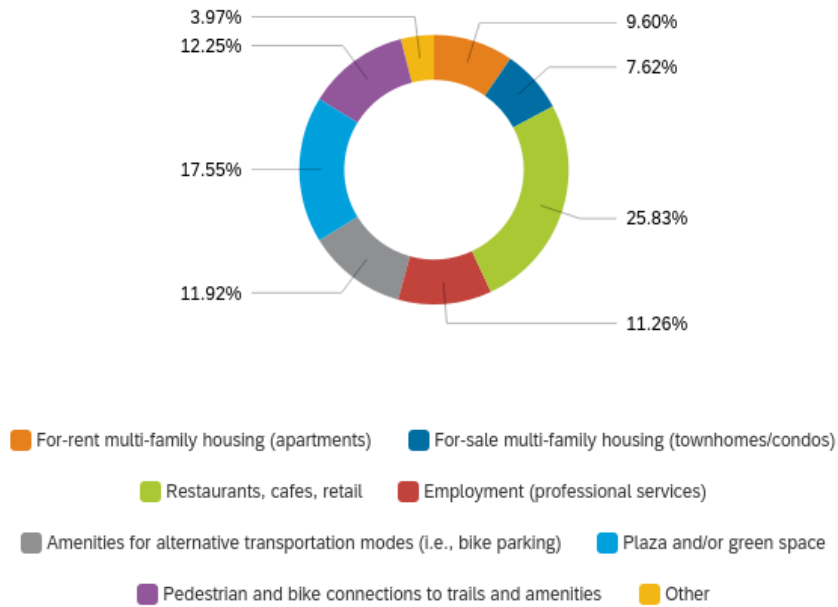


City Center Station

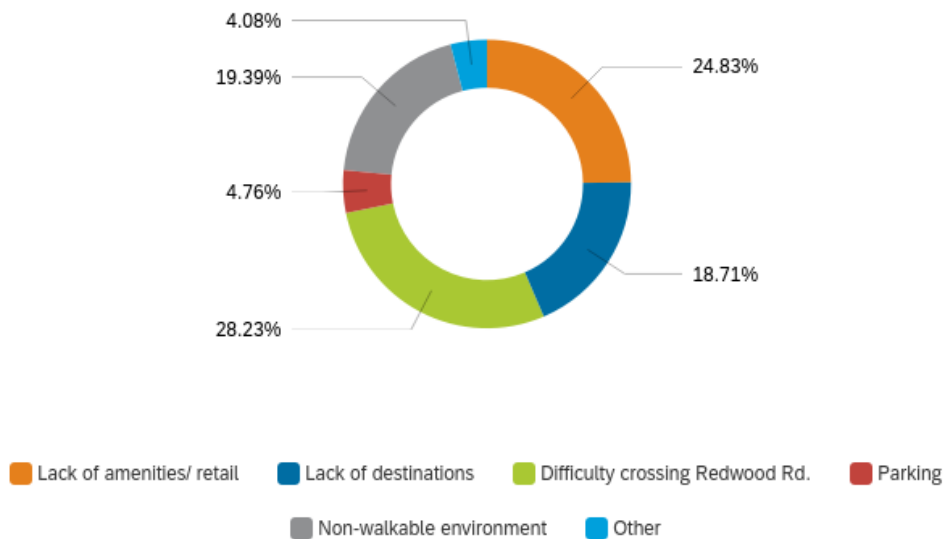
- Q1 Which statements best represent your connection to the City Center station area? (Select all that apply)
 - I commute through the station area by car (16.6%)
 - I live within the station area (12.6%)
 - I shop in the station area (12.6%)



- Q2 Which of these are the greatest opportunities in the City Center station area? (Select up to 3)
 - Restaurants, cafes, retail (25.8%)
 - Plaza and/or green space (17.6%)
 - Pedestrian and bike connections to trails and amenities (12.3%)



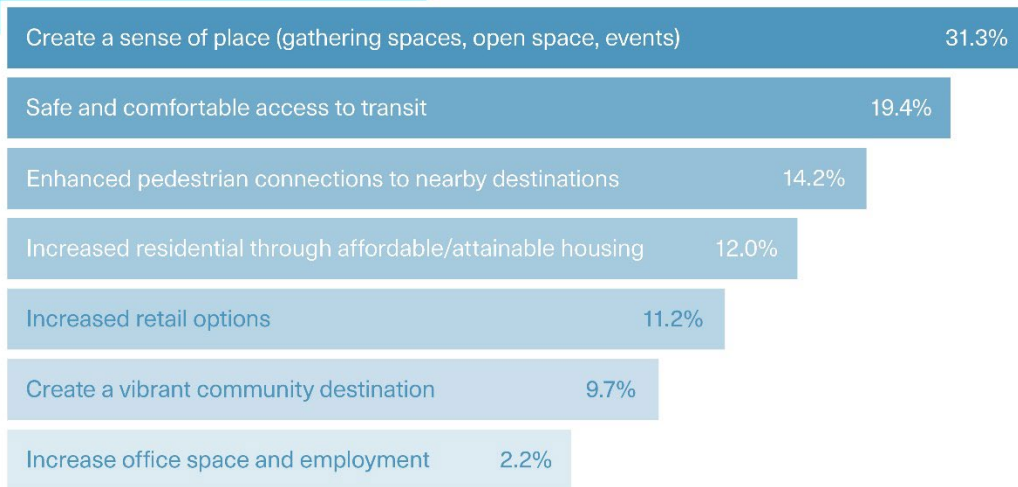
- Q3 Which of these are the greatest challenges in the City Center station area? (Select up to 3)
 - Difficulty crossing Redwood Rd (28.23%)
 - Lack of amenities/retail (24.83%)
 - Non-walkable environment (19.39%)
 - Lack of destinations (18.71%)
 - Parking (4.76%)
 - Other (4.08%)



Q4 How important are the following concepts for future planning for the City Center station area? Click and drag your selection in order of priority. (1 being extremely important and 7 being not important)

- Create a sense of place
- Safe and comfortable access to transit

PREFERRED CONCEPTS: CITY CENTER



- Q5 What concerns do you have for future planning at the City Center station area
Major concerns for the station area included: unwalkable, safety, ADA, not attractive, too much parking, affordable housing

CONCERNS FOR CITY CENTER



- Q6 What are your hopes for future planning at the City Center station area?

Major hopes for future planning for the station area:

- City Center be the heart of the community
- Increased walkability
- More trees
- More retail
- Community involvement in planning process

HOPES FOR CITY CENTER

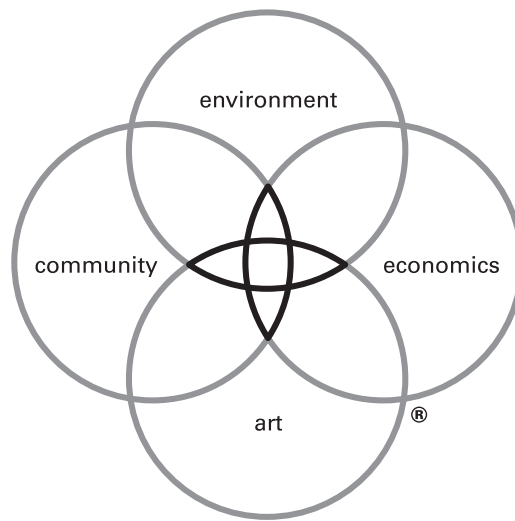


Spanish Respondents

From the five respondents that participated in the Spanish survey, there were no significant differences on most responses. Some unique aspects that came up with this demographic group are listed below:

- Bingham Junction Station Area
 - Most Spanish respondents said their main connection to the station areas was to access the Jordan River Parkway, while a smaller group either lived close to the station or passed by. They did not list visiting for dining, shopping or entertainment as an option.
 - The most important planning concepts to incorporate in the future of the Bingham Junction station area were better pedestrian connections and to incorporate more housing options.
- Historic Gardner
 - Most people either work in the station area or visit for recreation or accessing the Jordan River Parkway. Eating out was also listed as a preferred option.
 - Key opportunities for the Historic Gardner area were more multifamily housing and more green spaces along the Jordan River, which differs from the top responses in the English survey.

- The biggest concerns for all stations were related to wait times and time needed to get to their destinations.
- The major hopes listed were better connections to other stations and less wait times.
- City Center
 - o Most respondents either live, pass by or shop in the area. From the heat map we can see that many respondents live in the neighborhood south of the station area.



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

MIDVALE CITY COUNCIL STAFF REPORT 2/20/2024

SUBJECT

Consideration of Resolution No. 2024-R-12 Authorizing Midvale City Staff to Submit a Ballot on Behalf of Midvale City for the Endo International PLC Proposed Chapter 11 Plan of Reorganization

CITIZEN AGENDA SUMMARY

Midvale City may submit a ballot to accept, reject, or abstain from Endo International's proposed bankruptcy plan that includes a proposed public opioid trust to resolve Endo International's outstanding opioid claims.

SUBMITTED BY

Garrett Wilcox, City Attorney

BACKGROUND AND OVERVIEW

Two weeks ago, Midvale City received a ballot to accept, reject, or abstain from Endo International PLC's second amended, joint Chapter 11 Plan of Reorganization. The ballot indicates that Midvale City is a holder of a claim in a local government class action opioid claim against Endo International and its subsidiaries. Midvale City has not participated in this litigation.

In the proposed bankruptcy reorganization plan, Midvale City may participate in the public opioid trust if it accepts the proposed plan. Midvale City will release all claims against Endo International in exchange for its participation in the public opioid trust. Because Midvale City does not directly provide services related to the opioid epidemic, it is unlikely that the City will receive any direct financial benefit. However, staff do not want to foreclose the possibility of participating in the public opioid trust if resources and finances are available to assist the community through the State or Salt Lake County.

Midvale has previously participated in other opioid national settlements in coordination with the Utah Office of the Attorney General. On December 14, 2021, the City Council approved Resolution No. 2021-R-40 authorizing Mayor Hale to register the City in the national opioid settlement with McKesson, Cardinal Health, AmerisourceBergen, Janssen Pharmaceuticals, and Johnson & Johnson. On April 4, 2023, the City Council approved Resolution No. 2023-R-14 authorizing Mayor Stevenson to register the City in the national opioid settlement with Allergan, Teva, CVS, Walgreen's, and Walmart. In

both of these instances, the settlement amount available to the State and counties was directly dependent on the number of municipalities who joined the settlement.

Staff has contacted the Utah Office of the Attorney General to coordinate its response with the proposed bankruptcy plan for Endo International. We hope to coordinate our response with the State to maximize the available resources available to Utah, Salt Lake County, and, indirectly, our community. Due to how recently these ballots were provided, the Attorney General's Office does not have a position on the plan as of the date this report was drafted. The Attorney General's Office is reviewing the proposed plan and has indicated that it will attempt to coordinate with the City.

Staff suggests that the City follows its past practice of coordinating its response with the State to maximize the resources available to serve our community. In the event that we are unable to coordinate our response with the State due to the short notice provided to both parties, staff recommends that we accept the proposed Endo International bankruptcy plan so that the City does not foreclose its ability to participate in the public opioid trust.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 2024-R-12 which authorizes Midvale City staff to submit a ballot on behalf of Midvale City for the Endo International PLC proposed Chapter 11 Plan of Reorganization.

RECOMMENDED MOTION

I move that we approve Resolution No. 2024-R-12 authorizing Midvale City staff to submit a ballot on behalf of Midvale City for the Endo International PLC proposed Chapter 11 Plan of Reorganization.

ATTACHMENTS

1. Resolution 2024-R-12 Authorizing Midvale City Staff to Submit a Ballot on Behalf of Midvale City for the Endo International PLC Proposed Chapter 11 Plan of Reorganization
2. Joint (I) Ballot for Voting to Accept or Reject the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors and (II) Proxy for Voting on Scheme of Arrangement of Endo International PLC

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-12**

**A RESOLUTION AUTHORIZING MIDVALE CITY STAFF TO SUBMIT A BALLOT ON
BEHALF OF MIDVALE CITY FOR THE ENDO INTERNATIONAL PLC PROPOSED
CHAPTER 11 PLAN OF REORGANIZATION**

WHEREAS, the opioid epidemic has had a devastating effect on communities and individuals throughout the United States including those in Midvale City; and

WHEREAS, multiple settlements have been reached between opioid manufacturers, pharmacy operators, and litigants, including the State of Utah, who have filed claims against opioid manufacturers; and

WHEREAS, Endo International PLC and its subsidiaries have declared bankruptcy and have proposed a settlement plan as part of their reorganization to resolve outstanding opioid suits; and

WHEREAS, the City has not filed suit against any opioid manufacturers but is still eligible to participate in the proposed public opioid trust in Endo International PLC's proposed Chapter 11 Plan of Reorganization; and

WHEREAS, in order to participate in the proposed public opioid trust, the City must submit a ballot to accept the proposed Chapter 11 Plan of Reorganization of Endo International by February 22, 2024; and

WHEREAS, due to the high cost of litigation and because the City will benefit from the increased resources provided by Salt Lake County and the State of Utah, it is in the City's best interest to coordinate its response with the State of Utah.

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

1. The Midvale City Council authorizes Midvale City staff to submit a ballot on behalf of Midvale City for the Endo International PLC proposed Chapter 11 Plan of Reorganization in coordination with the Utah Office of the Attorney General.

2. In the event that City staff are unable to coordinate a response with the Utah Office of the Attorney General with sufficient time to submit the City's ballot, the City Council authorizes City staff to submit a ballot on behalf of Midvale City accepting Endo International PLC's proposed Chapter 11 Plan of Reorganization in order to allow Midvale City to participate in the public opioid trust.

3. The City Council further authorizes City staff to participate in settlement discussions and agreements in order to assist those individuals in Midvale City who have been negatively impacted by the opioid epidemic and in order to assist in the prevention of harm from opioid use or abuse.

APPROVED AND ADOPTED this 20th day of February, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason,
City Recorder

(Signatures appear on separate page.)

Voting by the City Council

“Aye”

“Nay”

Bonnie Billings

Paul Glover

Heidi Robinson

Bryant Brown

Dustin Gettel

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

ENDO INTERNATIONAL plc, *et al.*,

Debtors.¹

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

**JOINT (I) BALLOT FOR VOTING TO ACCEPT OR REJECT THE SECOND
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ENDO
INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS AND (II) PROXY FOR
VOTING ON SCHEME OF ARRANGEMENT OF ENDO INTERNATIONAL PLC**

CLASS 6(B) – LOCAL GOVERNMENT OPIOID CLAIMS

**IF YOU ARE A HOLDER OF A CLASS 6(B) LOCAL GOVERNMENT OPIOID CLAIM,
PLEASE NOTE THE FOLLOWING IMPORTANT POINTS:**

- **SUBMITTING A BALLOT DOES NOT AFFECT YOUR ABILITY TO PARTICIPATE IN YOUR STATE OR TERRITORY’S OPIOID ABATEMENT PROGRAMS, INCLUDING IN SUCH PROGRAMS FUNDED FROM THE PUBLIC OPIOID TRUST, TO THE EXTENT APPLICABLE TO LOCAL GOVERNMENTS.**
- **ONLY HOLDERS OF CLASS 6(A) STATE OPIOID CLAIMS THAT VOTE IN FAVOR OF THE PLAN WILL BE ABLE TO PARTICIPATE IN THE PUBLIC OPIOID TRUST.**
- **PLEASE REVIEW THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS AND OPTIONS BEGINNING AT ITEM 2 OF THIS BALLOT PRIOR TO DECIDING WHETHER TO OR HOW TO VOTE ON THE PLAN.**

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE EMAIL THE SOLICITATION AGENT AT ENDOINFO@RA.KROLL.COM (WITH “ENDO SOLICITATION INQUIRY” IN THE SUBJECT LINE) OR CALL THE SOLICITATION AGENT AT: (877) 542-1878 (U.S. / CANADA, TOLL-FREE); +1 (929) 284-1688 (INTERNATIONAL, TOLL). YOU MAY ALSO CONTACT THE

¹ The last four digits of Debtor Endo International plc’s tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 1400 Atwater Dr, Malvern PA 19355.



**OPIOID CLAIMANTS' COMMITTEE WITH ANY QUESTIONS AT
ENDOCREDITORINFO@AKINGUMP.COM.**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THIS BALLOT. THIS BALLOT IS BEING SENT TO YOU
TO SOLICIT YOUR (I) VOTE ON THE DEBTORS' PLAN OF REORGANIZATION
AND APPOINT A SPECIAL PROXY TO VOTE ON THE SCHEME OF
ARRANGEMENT AND (II) ELECTION WITH RESPECT TO CERTAIN RELEASES
CONTAINED IN ARTICLE X OF THE DEBTORS' PLAN OF REORGANIZATION.**

**IF YOU ARE A HOLDER OF AN ALLOWED CLASS 6(B) LOCAL GOVERNMENT
OPIOID CLAIM, PLEASE COMPLETE, EXECUTE, AND RETURN THIS BALLOT SO
THAT IT IS ACTUALLY RECEIVED BY KROLL RESTRUCTURING
ADMINISTRATION LLC (THE "SOLICITATION AGENT" OR "KROLL") BY OR
BEFORE 4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024
(THE "VOTING DEADLINE"). DO NOT RETURN THIS BALLOT TO THE
DEBTORS.**

**IF THE DEBTORS' PLAN OF REORGANIZATION IS CONFIRMED BY THE
BANKRUPTCY COURT AND THE DEBTORS' SCHEME OF ARRANGEMENT IS
SANCTIONED BY THE HIGH COURT OF IRELAND, BOTH WILL BE BINDING ON
YOU WHETHER OR NOT YOU HAVE VOTED TO ACCEPT OR REJECT EITHER
ONE. IF YOU DO NOT MAKE THE PROPER ELECTION WITH RESPECT TO
CERTAIN RELEASES CONTAINED IN ARTICLE X OF THE DEBTORS' PLAN OF
REORGANIZATION, THE RELEASES WILL BE BINDING ON YOU.**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE,
OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN
THE MATERIALS ENCLOSED WITH THIS BALLOT.**

Endo International plc ("Endo Parent") and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") are soliciting votes to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*, dated January 9, 2024 [Docket No. 3535] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Plan")² as set forth in the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors*, dated January 16, 2024 [Docket No. 3554] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Bankruptcy Court has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on January 12, 2024 [Docket No. 3549] (the "Disclosure Statement Order").

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan, Disclosure Statement, Disclosure Statement Order, Scheme Circular (each as defined herein), or the Solicitation and Voting Procedures (as defined in the Disclosure Statement Order), as applicable.



Entry of the Disclosure Statement Order does not indicate approval of the Disclosure Statement on a final basis or confirmation of the Plan by the Bankruptcy Court.

Endo Parent is concurrently proposing a “scheme of arrangement” under Part 9 of the Irish Companies Act 2014 (the “Scheme”) which will implement certain terms of the Plan in Ireland and affects your rights. The High Court of Ireland (the “Irish High Court”) has approved a Scheme Circular (the “Scheme Circular”) describing the terms of the Scheme, including who it applies to, how it interacts with the Plan, and how to vote to approve or reject the Scheme. Votes in respect of the Scheme will be cast at the Scheme Meetings, which will be held on March 7, 2024, as set out in the Scheme Circular and the Notices of the Scheme Meetings.

You are receiving this Ballot because our records indicate that you are, as of the Voting Record Date (close of business on January 2, 2024), a holder of a Class 6(B) Local Government Opioid Claim against the Debtors. Accordingly, you have the right to (i) vote to accept or reject the Plan, (ii) vote at the relevant Scheme Meeting (in person or by proxy) to accept or reject the Scheme, and (iii) if applicable, make an election (the “Release Election”) regarding the Non-GUC Releases contained in Section 10.3 of the Plan (the “Releases”) as provided in Item 2 below on account of your Class 6(B) Local Government Opioid Claim. You may submit a vote in respect of the Plan, submit a proxy in respect of the Scheme, and make your Release Election as provided at Item 2 below.

You are only required to vote once in respect of the Plan and the Scheme, and you may use this Ballot to submit both a vote in respect of the Plan and a proxy in respect of the Scheme.

For the purpose of the Scheme, the Voting Record Date for General Unsecured Scheme Creditors will be February 22, 2024 (the Voting Deadline under the Plan) (the “General Unsecured Scheme Voting Record Date”). As indicated above, you have received this Ballot and the accompanying Solicitation Package because our records indicate that you are, as of the Voting Record Date under the Plan, a holder of a Class 6(B) Local Government Opioid Claim and therefore are a General Unsecured Scheme Creditor. If you transfer or assign your Claim between the Voting Record Date and the General Unsecured Scheme Voting Record Date, you will not be entitled to attend or vote at the General Scheme Creditors’ Meeting. You will remain entitled to vote on the Plan if you are a holder of a Class 6(B) Local Government Opioid Claim as of the Voting Record Date under the Plan. You should submit your vote in respect of the Plan in accordance with the Solicitation and Voting Procedures, but any vote in relation to the Scheme will not be counted for purposes of the Scheme to the extent there has been a valid transfer or assignment of the applicable Claim prior to the General Unsecured Scheme Voting Record Date.

The transferee or assignee of a relevant Claim transferred or assigned after the Voting Record Date, but prior to the General Unsecured Scheme Voting Record Date, will be entitled to vote on the Scheme at the General Scheme Creditors’ Meeting, and to receive any distribution or consideration in respect of that relevant Claim. In order to do so, the transferee or assignee should contact the Solicitation Agent at endoballots@ra.kroll.com to request and obtain a Scheme Voting Form.



IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 6(B)

As described in more detail in the Disclosure Statement and the Plan, if the Plan is confirmed and the Effective Date occurs, each holder of an Allowed Class 6(B) Local Government Opioid Claim shall receive the following treatment:

On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, holders of Local Government Opioid Claims shall be eligible to receive distributions from their respective State in accordance with such State's opioid abatement programs, subject to the laws and agreements of such State and such State's opioid abatement programs. For the avoidance of doubt, the treatment provided with respect to this Class 6(B) shall not prevent any Local Government from participating in its respective State's opioid abatement programs as provided by and in accordance with applicable State law and agreements, regardless of whether such Local Government filed a Local Government Opioid Claim and/or voted to accept or reject the Plan.

PLEASE SEE EXHIBIT A FOR IMPORTANT INFORMATION REGARDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN.

If you are the holder of a Class 6(B) Local Government Opioid Claim (and are entitled to vote) as of the Voting Record Date, please use this Ballot to (i) cast your vote to (a) accept or reject the Plan, and (b) appoint the Chairperson of the Scheme Meetings as a special proxy to submit an equivalent vote on your behalf to accept or reject the Scheme, and (ii) if applicable, make your Release Election. This Ballot may not be used for any other purpose. If you (i) wish to submit a proxy to vote on the Scheme differently to the vote you are submitting in relation to the Plan, (ii) wish to vote on the Plan but do not wish to vote on the Scheme, (iii) wish to appoint someone other than the Chairperson as your proxy for the purpose of the relevant Scheme Meeting, or (iv) wish to attend the relevant Scheme Meeting and vote in person, you must obtain a Scheme Voting Form from the Solicitation Agent by emailing endoballots@ra.kroll.com with a reference to "Endo Scheme Voting Form" in the subject line.

If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or any information thereon is incorrect, please contact the Solicitation Agent immediately at the address or telephone number set forth below.

Your rights are described in the Disclosure Statement and Scheme Circular, which, along with the Plan, Scheme, Disclosure Statement Order, a letter from the Opioid Claimants' Committee (the "OCC Letter"), and certain other materials, can be accessed electronically using the instructions provided in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors' Solicitation Agent, Kroll Restructuring Administration LLC, by: (a) calling the Solicitation Agent at (877) 542-1878 (U.S. / Canada, toll-free) or +1 (929) 284-1688 (International, toll); (b) visiting the Debtors' case website at <https://restructuring.ra.kroll.com/Endo> (the "Case Website") and contacting the Solicitation Agent via the "Live Chat" feature at the "Info Center" panel of the landing page; (c) contacting the Solicitation Agent by mail at Endo Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; or



(d) emailing endoinfo@ra.kroll.com with "Solicitation Package request" in the subject line. You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

You should review the Disclosure Statement, the Scheme Circular, the Scheme, the Plan, and the OCC Letter before you vote. You may wish to seek legal advice concerning the Plan, the Scheme, and the classification and treatment of your Claim. Your Claim has been placed in Class 6(B) (Local Government Opioid Claims) under the Plan. You must use only this Ballot for all the Class 6(B) Local Government Opioid Claims you wish to vote, and you must vote either (i) to accept the Plan and the Scheme as to all such Claims or (ii) to reject the Plan and the Scheme as to all such Claims. Except as set forth in the immediately preceding sentence, if you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan, (b) provides that at least one Impaired Class accepts the Plan without including the votes of insiders in accordance with section 1129(a)(10) of the Bankruptcy Code, and (c) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. If you opt out of granting the Releases, the Releases will not be binding on you.

The Irish High Court can sanction the Scheme if the Scheme is approved by Scheme Creditors representing at least 75% by value and a majority in number of those voting (either in person or by proxy) at each Scheme Meeting. If the Scheme is sanctioned by the Irish High Court, it will be binding on all Scheme Creditors whether or not they vote or affirmatively vote to reject the Scheme.

To have your vote counted, you must complete, sign, and return this Ballot so that it is actually received by the Solicitation Agent by or before the Voting Deadline.

ITEM 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date (close of business on January 2, 2024), the undersigned was the holder of Class 6(B) Local Government Opioid Claims against the Debtors in the following aggregate unpaid principal amount. **Please note that, except as otherwise set forth in the Disclosure Statement Order, for purposes of tabulating your vote on the Plan, regardless of the amount set forth below, each Claim in Class 6(B) will be allowed and tabulated in the amount of \$1.00 on a non-priority, unsecured basis for voting purposes only, and not for distribution, allowance, or any other purpose.**

\$1.00



For purposes of voting on the Scheme, you may be requested to provide additional supporting documents to substantiate the value of your Claim for voting purposes. If the Chairperson is not satisfied that the documents provided support your Claim, the Chairperson may exercise its discretion to (i) admit your Claim for an alternative amount which appears to be supported by the evidence provided, (ii) admit the Claim for \$1.00, or (iii) reject the Claim, in each case, for voting purposes only.

ITEM 2. Vote on the Plan and the Scheme and Release Election.

IMPORTANT INFORMATION REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT IN EXHIBIT A. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

How you vote on the Plan will govern your Release Election options. Please read carefully the following three options:

- (1) If you vote to accept the Plan, you will be deemed to consent to the Releases. You may not opt out of granting the Releases if you accept the Plan.
- (2) If you vote to reject the Plan, you will be deemed to have opted out of granting the Releases. Nevertheless, you may affirmatively OPT IN to grant the Releases. You may indicate this election by checking the appropriate box below.
- (3) If you abstain from voting on the Plan, you will be deemed to consent to the Releases. You may affirmatively OPT OUT of granting the Releases by checking the appropriate box below.

PLEASE BE ADVISED THAT IF YOU FAIL TO RETURN THIS BALLOT, THEN YOU WILL BE DEEMED TO CONSENT TO GRANT THE RELEASES IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS. IF YOU ARE ABSTAINING FROM VOTING ON THE PLAN AND DO NOT WISH TO GRANT THE RELEASES, YOU MUST AFFIRMATIVELY CHECK THE APPROPRIATE BOX BELOW TO OPT OUT OF THE RELEASES.

PLEASE ALSO BE ADVISED THAT ARTICLE X OF THE PLAN CONTAINS THE DEBTOR RELEASES, NON-GUC RELEASES, GUC RELEASES, EXCULPATION, PLAN INJUNCTION, AND CHANNELING INJUNCTION. IF YOU OBJECT TO ANY OF THE RELEASE, EXCULPATION, OR INJUNCTION PROVISIONS CONTAINED IN ARTICLE X OF THE PLAN, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

The holder of the Class 6(B) Local Government Opioid Claim against the Debtors set forth in Item 1 above seeks to:



<i>CHECK BOX(ES) IN ONE ROW ONLY</i>	
<input type="checkbox"/> ACCEPT (vote FOR) the Plan and to appoint the Chairperson as special proxy to vote in favor of the Scheme at the relevant Scheme Meeting and any adjournment thereof.	
<input type="checkbox"/> REJECT (vote AGAINST) the Plan and to appoint the Chairperson as special proxy to vote against the Scheme at the relevant Scheme Meeting and any adjournment thereof.	<input type="checkbox"/> If you are voting to REJECT the Plan, check this box to OPT IN to grant the Releases contained in <u>Section 10.3</u> of the Plan.
<input type="checkbox"/> ABSTAIN from voting on the Plan.	<input type="checkbox"/> If you are ABSTAINING from voting on the Plan, check this box to OPT OUT of granting the Releases contained in <u>Section 10.3</u> of the Plan.

Any Ballot that is executed by the holder of a Claim, but that indicates both an acceptance and a rejection of the Plan and the Scheme, or does not indicate either an acceptance or rejection of the Plan and the Scheme, will not be counted.

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN AND THE SCHEME.

ITEM 3. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) either the undersigned is: (i) the holder of the Class 6(B) Local Government Opioid Claims being voted; or (ii) an authorized signatory for a person or entity that is a holder of the Class 6(B) Local Government Opioid Claims being voted, and, in either case, has the full power and authority to vote to accept or reject the Plan and the Scheme and make the Release Election with respect to the Claims identified in Item 1 above;
- (b) the undersigned asserts a claim against Endo Parent and is entitled to vote to accept or reject the Scheme;
- (c) the undersigned has received access to an electronic copy of the Disclosure Statement, the Scheme Circular and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (d) the undersigned has cast the same vote with respect to all of its Class 6(B) Local Government Opioid Claims; and



- (e) no other Ballots with respect to the amount of the Class 6(B) Local Government Opioid Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

Name of holder: City Of Midvale
 (Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____
 (If other than a holder)

Title: _____

Address: _____

Date Completed: _____

Email Address: _____

No fees, commissions, or other remuneration will be payable to any person for soliciting votes on the Plan or the Scheme.

If your address or contact information has changed, please note the new information here.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

IF YOU DO NOT INTEND TO SUBMIT ELECTRONICALLY, PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY BY FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY IN THE PROVIDED RETURN ENVELOPE TO:

Endo Ballot Processing Center
 c/o Kroll Restructuring Administration LLC
 850 Third Avenue, Suite 412
 Brooklyn, NY 11232

If you plan to hand-deliver your Ballot to Kroll’s office, please email Endoballots@ra.kroll.com with “Endo Ballot Submission” in the subject line at least twenty-four (24) hours in advance of your arrival at the Kroll address above to arrange delivery.



THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY OR BEFORE:

4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024.

BALLOTS SENT BY FACSIMILE, TELECOPY, OR OTHER ELECTRONIC MEANS (OTHER THAN THROUGH THE SOLICITATION AGENT’S ONLINE PORTAL IN ACCORDANCE WITH THE BELOW) WILL NOT BE ACCEPTED.

To submit your Ballot electronically via the Solicitation Agent’s E-Ballot online portal (“Online Portal”), please visit <https://restructuring.ra.kroll.com/Endo/EBallot-Home> or scan the QR Code provided in your Solicitation Package and click on the “Submit E-Ballot” link on the Case Website and follow the instructions provided within the E-Ballot platform to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#:



The Solicitation Agent’s Online Portal is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by telecopy, facsimile, email, or other electronic means of transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your E-Ballot. Please complete and submit an E-Ballot for each Unique E-Ballot ID# you receive, as applicable.

Holders who cast a Ballot using the Solicitation Agent’s Online Portal should **NOT** also submit a paper Ballot.

Class 6(B) – Local Government Opioid Claims

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan or Disclosure Statement Order, as applicable.
2. To ensure that your Ballot is counted, you ***must either***: (a) complete and submit this hard copy Ballot or (b) vote through the Solicitation Agent’s Online Portal at <https://restructuring.ra.kroll.com/Endo/EBallot-Home>. Ballots will not be accepted by facsimile, telecopy or other electronic means (other than through the Online Portal).
3. **Use of Hard Copy Ballot.** To ensure that your vote is counted, you must complete this Ballot and take the following steps: (a) make sure that the information required in Item 1



above has been inserted as \$1.00; (b) clearly indicate your decision either to accept or reject the Plan and Scheme in the boxes provided in Item 2 above; (c) if applicable, make the Release Election in Item 2 above; (d) provide the information required by Item 3 above; and (e) sign, date and return an original of your Ballot to the Kroll address set forth above by regular mail, overnight courier, or hand delivery or in the enclosed pre-addressed envelope.

4. **Use of the Online Portal.** To ensure that your E-Ballot is counted, please follow the instructions found at <https://restructuring.ra.kroll.com/Endo/EBallot-Home>. You will need to enter your Unique E-Ballot ID# indicated on your Ballot. The Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile, electronic mail, or other electronic means (other than through the Online Portal).**
5. **Alternative Methods of Voting on the Scheme Only.** If you (i) wish to submit a proxy to vote on the Scheme differently to the vote you are submitting in relation to the Plan, (ii) wish to vote on the Plan but do not wish to vote on the Scheme, (iii) wish to appoint someone other than the Chairperson as your proxy for the purpose of the relevant Scheme Meeting, or (iv) wish to attend the relevant Scheme Meeting and vote in person, you must obtain a Scheme Voting Form from the Solicitation Agent by emailing endoballots@ra.kroll.com with a reference to “Endo Scheme Voting Form” in the subject line.
6. Solely with respect to holders of Claims in Classes 6(A)-(C), if any attorneys (i) represent more than five (5) such holders, and (ii) find it onerous to timely submit separate Ballots on behalf of such holders, such attorneys should contact the Solicitation Agent using the contact information provided herein to discuss accommodations to facilitate the simultaneous transmission of multiple votes.
7. If the transferee or assignee of a relevant Claim transferred or assigned after the Voting Record Date, but prior to the General Unsecured Scheme Voting Record Date, wishes to vote on the Scheme, they should contact the Solicitation Agent at endoballots@ra.kroll.com to request and obtain a Scheme Voting Form.
8. If a Ballot is received by the Solicitation Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
 - any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - any Ballot cast by or on behalf of a person or entity that does not hold a Claim in one of the Voting Classes as of the Voting Record Date;
 - any Ballot cast for a Claim that is not listed on the Schedules, or that is scheduled at zero, in an unknown amount, or, in whole or in part, as unliquidated, contingent, or disputed, and for which no Proof of Claim was timely filed;



- any Ballot that (a) is properly completed, executed and timely submitted, but does not indicate an acceptance or rejection of the Plan or an abstention from voting on the Plan, (b) indicates both an acceptance and rejection of the Plan or either or both of the foregoing and an abstention from voting on the Plan, or (c) partially accepts and partially rejects the Plan;
 - any Ballot submitted by facsimile, electronic mail, or other unauthorized electronic transmission (other than through the Online Portal);
 - any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Solicitation Agent), any indenture trustee, or the Debtors' financial or legal advisors;
 - any unsigned Ballot; and/or
 - any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.
9. For purposes of voting on the Scheme, the Chairperson shall have discretion to accept Scheme Voting Forms or Ballots received after the Voting Deadline but is not required to do so. Scheme Creditors should refer to the Scheme Circular for further information regarding voting at the Scheme Meetings.
10. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made to the Solicitation Agent only when the Solicitation Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that holders use an overnight or hand delivery service. However, to ensure timely delivery, submission via the Online Portal is strongly recommended. In all cases, holders should allow sufficient time to assure timely delivery.
11. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last properly completed, valid Ballot timely received will supersede and revoke any earlier received Ballots.
12. You must vote all of your Claims within a particular Class either to accept or reject the Plan and Scheme and may not split your vote. Further, if a holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes.
13. The Ballot is not a letter of transmittal and may not be used for any purpose other than to (i) vote to accept or reject the Plan, and (ii) vote to appoint the Chairperson as a special proxy to submit an equivalent vote to accept or reject the Scheme, and (iii) if applicable, make your Release Election. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.



14. This Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim or Interest (except to the extent set out at Item 3(b) in relation to the entitlement to vote and be party to the Scheme).
15. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from what is set forth on the attached mailing label or if no such mailing label is attached to the Ballot. For the avoidance of doubt, an attorney representing any clients who are holders of Claims in Classes 4(B)-(F), 6(A)-(C), 7(A)-(E), and 8-12 may execute and submit a Ballot on behalf of each such client for such Claims so long as the attorney has the authority under applicable law to vote to accept or reject the Plan (and make Release Elections), and grant a special proxy to the Chairperson of the Scheme Meetings, on behalf of each such client.
16. If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot you received.

PLEASE RETURN YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE EMAIL THE SOLICITATION AGENT AT ENDOINFO@RA.KROLL.COM (WITH “ENDO SOLICITATION INQUIRY” IN THE SUBJECT LINE) OR CALL THE SOLICITATION AGENT AT:
(877) 542-1878 (U.S. / CANADA, TOLL-FREE);
+1 (929) 284-1688 (INTERNATIONAL, TOLL).**

YOU MAY ALSO CONTACT THE OPIOID CLAIMANTS’ COMMITTEE WITH ANY QUESTIONS AT ENDOCREDITORINFO@AKINGUMP.COM.

IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT BY OR BEFORE THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024, THEN YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.

NO PERSON HAS BEEN AUTHORIZED BY THE DEBTORS TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, ON BEHALF OF THE DEBTORS, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.



EXHIBIT A¹**RELEASE, EXCULPATION, AND INJUNCTION
PROVISIONS CONTAINED IN THE PLAN****ARTICLE I****DEFINED TERMS**

“Additional Opioid Excluded Parties” means (a) the Co-Defendants; and (b) any distributor, manufacturer, or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, Canadian First Nations, and Canadian Municipalities, Canadian Opioid Products. The Additional Opioid Excluded Parties shall be deemed Excluded Parties solely with respect to the Releases granted or deemed to be granted, as applicable, by the Specified Opioid Claimant Releasing Parties; *provided, that*, for the avoidance of doubt, the Additional Opioid Excluded Parties shall not be Excluded Parties with respect to the Releases granted or deemed to be granted by any Non-GUC Releasing Party other than the Specified Opioid Claimant Releasing Parties or any GUC Releasing Party.

“Excluded Parties” means (a) the McKinsey Parties; (b) the Arnold & Porter Parties; (c) any of the Debtors’ current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, the Canadian First Nations, and the Canadian Municipalities, Canadian Opioid Products (in each case of clauses (a), (b), and (c), excluding the Debtors’ (i) current and former officers, directors, and employees (in each case, solely in their respective capacities as such); and (ii) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (1) include any ordinary course professionals; but (2) exclude any Additional Advisor Excluded Parties)); (d) Practice Fusion, Inc.; (e) the Publicis Health Parties; (f) the ZS Associates Parties; and (g) solely with respect to the Specified Opioid Claimant Releasing Parties, the Additional Opioid Excluded Parties, solely in their respective capacities as such. Notwithstanding anything to the contrary in the Plan, none of the following shall be an “Excluded Party”: the Debtors’ (1) current and former directors (including any Persons in analogous roles under applicable law), officers, and employees, in each case, solely in their respective capacities as such; and (2) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (A) include any ordinary course professionals; but (B) exclude any Additional Advisor Excluded Parties) and, for the avoidance of doubt, each Person identified in the foregoing clauses (1) and (2) shall be a Non-GUC Released Party.

“Exculpated Claim” means, in each case, solely to the extent related to an act or omission, or arising, prior to the Effective Date, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any Claim related to any act or omission

¹ Below is a summary of certain release, exculpation, and injunction provisions in the Plan for your convenience. For the avoidance of doubt, to the extent any provision of this **Exhibit A** conflicts with the terms of the Plan, the terms of the Plan will control. Capitalized terms used below have the meanings ascribed to such terms in the Plan.



in connection with, relating to, or arising out of the Debtors' in- or out-of-court restructuring efforts leading up to the Chapter 11 Cases, the Chapter 11 Cases, or the administration of the Chapter 11 Cases; any foreign recognition proceedings or the administration of such foreign recognition proceedings; the Sale Process, including the negotiation and pursuit thereof, any documents related thereto, and any transactions contemplated thereby or in connection therewith; the negotiation and pursuit of the Plan and the Plan Documents, the Disclosure Statement, the RSA, the Exit Financing, the Rights Offerings, the Scheme, and the Scheme Circular; the Plan, the Plan Transaction, the Restructuring Transactions, the Plan Settlements, and any other transactions contemplated in connection with the foregoing; the negotiation and establishment of the PPOC Trust, any of the PPOC Sub-Trusts, the GUC Trust, any of the Distribution Sub-Trusts, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, the Canadian Provinces Trust, the EFBD Claims Trust, the Other Opioid Claims Trust, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution, and the U.S. Government Resolution Documents; the solicitation of votes for, and Confirmation of, the Plan, the Plan Transaction, and any other transactions or documents contemplated thereby or by the Plan or in connection therewith or with the Plan; the funding of the Plan; the pursuit of Confirmation; the occurrence of the Effective Date; the closing of the Plan Transaction; the implementation and administration of the Plan; or any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however, that*, "Exculpated Claims" shall not include (a) any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, or liability for any Claim for, or relating to, any act or omission, in each case, determined by a Final Order to be intentional fraud, gross negligence, or willful misconduct; or (b) any GUC Trust Litigation Claim.

"Exculpated Parties" means (a)(i) the Debtors, solely in their respective capacities as such; (ii) the Post-Emergence Entities, solely in their respective capacities as such; (iii) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (v) the FCR, solely in his capacity as such, and each of the advisors thereto, solely in their respective capacities as such; and (vi) the Plan Administrator and any advisors thereto, in each case, solely in their respective capacities as such; (b) solely to the extent consistent with section 1125(e) of the Bankruptcy Code: (i) the Prepetition Secured Parties, solely in their respective capacities as such; (ii) the Ad Hoc First Lien Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iii) the Ad Hoc Cross-Holder Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the PPOC Trust, each PPOC Sub-Trust, the GUC Trust, each Distribution Sub-Trust, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (v) the GUC Backstop Commitment Parties, solely in their respective capacities as such; (vi) the First Lien Backstop Commitment Parties, solely in their respective capacities as such; (vii) the Unsecured Notes Indenture Trustees, solely in their



respective capacities as such; (viii) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; and (c)(i) with respect to the Persons listed in the foregoing clauses (a) and (b), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (ii) current and former directors (including any Persons in analogous roles under applicable law), officers, employees, and Representatives of each of the Persons listed in the foregoing clauses (a) through (c)(i), in each case, solely in their respective capacities as such. For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, (1) no Excluded Party or GUC Excluded Party (other than the Excluded D&O Parties) shall be an Exculpated Party; and (2) with respect to the Excluded D&O Parties, no Excluded D&O Party shall be exculpated from any GUC Trust Litigation Claim.

“GUC Excluded Parties” means (a) the Excluded Parties; and (b)(i) the TPG Parties; (ii) the Insurance Advisor Parties; (iii) the Additional Advisor Excluded Parties; (iv) the Additional Third-Party Excluded Parties and (v) the Excluded D&O Parties (subject to the Covenant Not To Collect).

“GUC Released Parties” means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and Prepetition Secured Party, in each case, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) the Debtors' current officers (as of or after the Petition Date); (n) the Debtors' directors (including any Persons in any analogous roles under applicable law) that continue serving in their capacity as directors with, or become directors of, any of the Purchaser Entities after the Effective Date or continue or begin serving in any other prior senior-level employment position² after the Effective Date and performing services commensurate with such

² For the avoidance of doubt, any individual serving in a position of Band D or higher shall be deemed to be serving in a senior-level employment position.



prior position;³ (o) current and former officers and directors (including any Persons in any analogous roles under applicable law) of subsidiaries of Endo International plc that are not UCC Specified Subsidiaries; (p) with respect to each of the foregoing Persons listed in clauses (a) through (c), such Persons' predecessors, successors, assigns, current and former subsidiaries and Affiliates, heirs, executors, estates, nominees, current and former employees, advisors, agents, and consultants (including any professional retained by the Debtors in the Chapter 11 Cases except, with respect to ordinary course professionals, as may be agreed on a case-by-case basis, and excluding the Arnold & Porter Parties, the McKinsey Parties, the Insurance Advisor Parties, the Additional Advisor Excluded Parties, and any other GUC Excluded Party), in each case, solely in their respective capacities as such; and (q) with respect to each of the foregoing Persons listed in clauses (d) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, nominees, current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. For the avoidance of doubt, no GUC Excluded Party shall be a GUC Released Party.

"GUC Releasing Parties" means (a) the GUC Trust; (b) each Distribution Sub-Trust; (c) each holder of (i) an Other General Unsecured Claim; (ii) a Mesh Claim; or (iii) a Ranitidine Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, opts in to grant the GUC Releases; or (3) votes to reject the Plan and opts in to grant the GUC Releases; (d) each holder of (i) a Second Lien Deficiency Claim; (ii) an Unsecured Notes Claim; (iii) a Generics Price Fixing Claim; or (iv) a Reverse Payment Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, does not opt out of granting the GUC Releases; or (3) votes to reject the Plan and opts in to grant the GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a) through (d), in each case, solely in their respective capacities as such.

"Non-GUC Released Parties" means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and Prepetition Secured Party, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as

³ For the avoidance of doubt, if a director does not continue in the same position or one or more position(s) of similar seniority post-Effective Date, such individual shall not be a GUC Released Party or a Non-GUC Released Party under this clause (n); *provided, that*, to the extent employed immediately prior to the Effective Date in a senior-level non-director position, such individual was offered employment by any of the Purchaser Entities.



such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) with respect to each of the foregoing Persons listed in clauses (a) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (n) with respect to each of the foregoing Persons listed in clauses (a) through (m), such Persons' current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. Notwithstanding the foregoing or anything to the contrary in the Plan or in any other Plan Document, "Non-GUC Released Parties" shall not include any Excluded Party and all Claims and Causes of Action against such Persons shall be preserved and not released in accordance with the Plan.

"Non-GUC Releasing Parties" means each (a) Non-GUC Released Party, other than (i) the Debtors; and (ii) the Post-Emergence Entities; (b) holder of a State Opioid Claim; (c) holder of (i) a PI Opioid Claim; (ii) a NAS PI Claim; (iii) an IERP II Claim; (iv) an Other Opioid Claim; or (v) an EFBD Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but that does not vote to either accept or reject the Plan and, further, opts in to grant the Non-GUC Releases; or (3) votes to reject the Plan and opts in to grant the Non-GUC Releases; (d) holder of (i) a Priority Non-Tax Claim; (ii) an Other Secured Claim; (iii) a First Lien Claim; (iv) a Local Government Opioid Claim; (v) a Tribal Opioid Claim; (vi) a Hospital Opioid Claim; (vii) a TPP Claim; (viii) a Public School District Claim; (ix) a Canadian Provinces Claim; (x) a Settling Co-Defendant Claim; (xi) a Subordinated, Recharacterized, or Disallowed Claim; or (xii) an Existing Equity Interest, in each case, that (1) votes to accept the Plan; (2) is presumed to accept the Plan and does not opt out of granting the Non-GUC Releases; (3) is deemed to reject the Plan and does not opt out of granting the Non-GUC Releases; (4) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, does not opt out of granting the Non-GUC Releases; or (5) votes to reject the Plan and opts in to grant the Non-GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a), (b), (c), and (d), in each case, solely in their respective capacities as such.

"Released Claims" means any and all Claims and Causes of Action arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors' business, or the Chapter 11 Cases or related foreign recognition proceedings, including, without limitation, any and every Cause of Action, including any and every Claim and action, class action, cross-claim, counterclaim, third-party Claim, controversy, dispute, demand, right, lien, indemnity, contribution, right of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys' fees and expenses, account, defense, remedy, offset, power, privilege, license, or franchise, in each case, of any kind, character, or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, Secured or unsecured, Allowed, Disallowed, or Disputed, assertible directly or derivatively (including, without limitation,



under alter-ego theories), in rem, quasi in rem, in personam, or otherwise, whether arising before, on, or after the Petition Date, whether arising under federal statutory law, state statutory law, common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, in contract or in tort, at law, in equity, or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance (other than any Specified Avoidance Action), willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising, including, for the avoidance of doubt, (a) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable; (b) any right of setoff, counterclaim, or recoupment, and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity; (c) the right to object to or otherwise contest Claims or Interests; (d) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress and usury, and any other defense set forth in section 558 of the Bankruptcy Code; and (f) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory (other than any Specified Avoidance Action) arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors' business, the Chapter 11 Cases, or foreign recognition proceedings relating to the Chapter 11 Cases, including, without limitation, any and all Claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part: (i) Opioids, Opioid Products, Canadian Opioid Products, and Opioid-Related Activities; (ii) the Debtors' use of Cash in accordance with the Cash Collateral Order; (iii) any Avoidance Actions that are not Specified Avoidance Actions (for the avoidance of doubt, Specified Avoidance Actions shall not be Released Claims); (iv) the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Sale Process, the Bidding Procedures Order, the Plan, the Plan Transaction, the Plan Documents, the Transaction Steps Order, the Plan Settlements, the Trusts, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution Documents, the Exit Financing Documents, the Rights Offering Documents, the RSA, the Restructuring Transactions, the India Internal Reorganization, the Scheme, the Scheme Circular, and any contract, instrument, release, or any other similar document or agreement entered into in connection with the foregoing or any transactions or other actions or omissions contemplated thereby; (v) the administration and implementation of the Plan, including the Restructuring Transactions, the Exit Financing, the Rights Offerings and the Backstop Commitment Agreements, the Plan Transaction, and the Plan Settlements, the issuance or distribution of equity and/or debt securities and/or indebtedness in connection therewith or with the Plan, and any other transactions, actions, omissions, or documents contemplated thereby or by the Plan; (vi) the establishment and funding of the Trusts, the implementation of the Plan Settlements, and any other actions taken in connection therewith or contemplated thereby; and (vii) any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing. For the avoidance of doubt, "Released Claims" shall not include any (1) Claims or Causes of Action against any Excluded Party or, solely with respect to the GUC Releasing Parties, any GUC Excluded Party; or (2) GUC Trust Litigation Claims.



“Specified Opioid Claimant Releasing Parties” means (a) the PPOC Trust; (b) each PPOC Sub-Trust; (c) each Present Private Opioid Claimant; (d) the Future PI Trust; (e) each Future PI Claimant; (f) the Canadian Provinces Trust; (g) each Canadian Province; (h) each Canadian First Nation; (i) each Canadian Municipality; and (j) each Public School District Creditor, in each case, that grants or is deemed to grant, as applicable, the Non-GUC Releases, solely in their respective capacities as such.

ARTICLE X

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS

A. Settlements

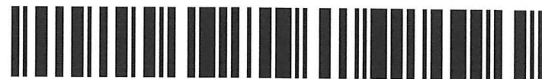
1. Section 10.1. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of (a) all Released Claims; and (b) all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Post-Emergence Entities may compromise and settle Claims against them and Causes of Action against other Persons.

B. Debtor, Non-GUC, and GUC Releases

1. Section 10.2. Debtor Releases

(a) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Debtors, their Estates, and the Post-Emergence Entities are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, the Debtor Releases do not release any post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; provided, however, that, nothing in Section 10.2 of the Plan shall be construed to release (i) the GUC Trust Litigation



Claims; or (ii) any Person or Entity from a claim for intentional fraud or willful misconduct, in each case, as determined by a Final Order.

(b) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Releases and, further, shall constitute the Bankruptcy Court's finding that the Debtor Releases are: (i) in exchange for the good and valuable consideration provided by the Debtor Released Parties, including, without limitation, the Debtor Released Parties' contributions to facilitating the Debtors' restructuring and the implementation of the Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, their Estates, or the Post-Emergence Entities asserting any Released Claim.

(c) In addition to the foregoing Debtor Releases, the Debtors shall release the applicable Claims against the Settling Co-Defendants set forth in, and in accordance with the terms of, the mutual releases by the Debtors, their Estates, and the Post-Emergence Entities, on the one hand, and the Settling Co-Defendants, on the other hand, in each case, as set forth in the DMP Stipulation. For the avoidance of doubt, any Releases with respect to Settling Co-Defendants shall be subject to the terms of the DMP Stipulation.

2. Section 10.3. Non-GUC Releases

(a) Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Non-GUC Releasing Party is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. For the avoidance of doubt, no Non-GUC Releasing Party shall release any Excluded Party (including, solely with respect to any Non-GUC Release granted by any Specified Opioid Claimant Releasing Party, any Additional Opioid Excluded Parties).

(b) For the avoidance of doubt and without limitation of the foregoing, each holder of a State Opioid Claim and each holder of a Tribal Opioid Claim that (i) is a governmental unit (as defined in section 101(27) of the Bankruptcy Code) or a Tribe; and (ii) grants or is deemed to grant, as applicable, the Non-GUC Releases shall, in each case, be deemed to have released all Released Claims that have been asserted or are, or have been, assertible by (1) such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe in its own right, in its parens patriae or sovereign enforcement capacity, or on behalf, or in the name, of another Person; or (2) any other governmental official, employee, agent, or Representative acting or purporting to act in a parens patriae, sovereign enforcement, or quasi-sovereign enforcement capacity, or any other capacity, on behalf of such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe.

(c) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Non-GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, the Non-



GUC Releases do not release (i) any Excluded Party; (ii) any post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; (iii) any GUC Trust Litigation Claim; (iv) any Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (v) with respect to the States, (1) any Regulatory Approval process required by the States (including their respective State agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any State statute or law by a governmental entity that has authority to bring a criminal action or proceeding or to adjudicate a Person's guilt or to set a convicted Person's punishment; or (3) any Claims or Causes of Action against (x) any Excluded Party; or (y) any party identified in clauses (j) or (l) of the definition of "Non-GUC Released Parties," in their capacities as such (and, solely with respect to such parties, any party identified in clauses (m) or (n) of the definition of "Non-GUC Released Parties"); *provided, that*, for the avoidance of doubt, the States shall not release any VOI-Specific Post-Emergence Entities of any Claims or Causes of Action relating to such entities' (A) compliance with the Voluntary Opioid Operating Injunction; and (B) acts occurring after the Effective Date; and (vi) with respect to the Canadian Provinces, (1) any Regulatory Approval process required by the Canadian Provinces (including their respective agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any statute or law by a Governmental Authority that has authority to bring a criminal action or proceeding or to adjudicate a person's guilt or to set a convicted person's punishment; (3) any Claims or Causes of Action against any Excluded Party; or (4) the ability of each of the Canadian Provinces to legislate, regulate, or administer and enforce federal, provincial, or territorial legislation (including regulations) such as the Criminal Code, Food and Drugs Act, and the Controlled Drugs and Substances Act (*provided, that*, such activity does not seek to recover civil damages, civil restitution, or other relief of the kind that was sought or could have been sought in the Canadian Provinces Class Action or in the Canadian Provinces McKinsey Action).

(d) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Non-GUC Releases and, further, shall constitute the Bankruptcy Court's finding that the Non-GUC Releases are: (i) essential to the Confirmation of the Plan; (ii) consensually given in exchange for the good and valuable consideration provided by the Non-GUC Released Parties, including, without limitation, the Non-GUC Released Parties' contributions to facilitating the restructuring and implementation of the Plan and the Plan Transaction; (iii) a good faith settlement and compromise of the Released Claims; (iv) in the best interests of the Debtors and their Estates; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for hearing; and (vii) a bar to any of the Non-GUC Releasing Parties asserting any Released Claim.

3. Section 10.4. GUC Releases

(a) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each GUC Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, (i) the GUC



Releases do not release any (1) post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; (2) GUC Trust Litigation Claim; or (3) Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (ii) none of the GUC Releasing Parties release or shall be deemed to release any GUC Trust Litigation Claim (and such Claims and Causes of Action are preserved, in each case, subject to the Covenant Not To Collect); and (iii) the Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims solely against the Excluded D&O Parties, and the failure of any recipient of any Claims solely against any Excluded D&O Party to agree to such covenant shall render any such transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims void ab initio. The Excluded D&O Parties are third-party beneficiaries with rights of enforcement with respect to the Covenant Not To Collect. For the avoidance of doubt, no GUC Releasing Party shall release or be deemed to release any GUC Trust Litigation Claims.

(b) Upon granting or being deemed to grant, as applicable, the GUC Releases, the GUC Releasing Parties shall be deemed to covenant (the “Covenant Not To Collect”) that (a) any recovery by the GUC Trust or any other GUC Releasing Party on account of any Claim or Cause of Action, direct or indirect, against an Excluded D&O Party including, in each case, by way of settlement or judgment, shall be satisfied solely by and to the extent of the proceeds of the GUC Trust D&O Insurance Policies; (b) any party, including any GUC Trustee or Trustee of a Distribution Sub-Trust and all other GUC Releasing Parties, seeking to execute, garnish, or otherwise attempt to collect on any settlement of or judgment on account of Claims or Causes of Action against Excluded D&O Parties shall do so solely upon available insurance coverage, if any, from the GUC Trust D&O Insurance Policies; and (c) the GUC Releasing Parties shall not otherwise attempt to collect, directly or indirectly, from the personal assets of any Excluded D&O Party. The Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims or Causes of Action against the Excluded D&O Parties and, in connection with any such transfer, the failure of a transferee to agree to the Covenant Not To Collect shall render such transfer void ab initio. Each of the Excluded D&O Parties are express third-party beneficiaries of this Covenant Not To Collect.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the GUC Releases and, further, shall constitute the Bankruptcy Court’s finding that the GUC Releases are: (i) in exchange for the good and valuable consideration provided by the GUC Released Parties, including, without limitation, the GUC Released Parties’ contributions to facilitating the Debtors’ restructuring and the implementation of the Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable,



and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any GUC Releasing Party asserting any Released Claim.

4. Section 10.5. Effect of Releases to Holders of Trust Channeled Claims

(a) Holders of Trust Channeled Claims shall have the option to grant or opt out of granting, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

(b) In addition to the amount of any Distribution to be provided by a Trust to a holder of an Allowed Trust Channeled Claim (other than a (i) Canadian Provinces Claim; (ii) State Opioid Claim; or (iii) Tribal Opioid Claim) that is a Non-GUC Releasing Party or a GUC Releasing Party, as applicable, such Non-GUC Releasing Party or GUC Releasing Party, as applicable, shall receive an additional payment in exchange for granting or being deemed to grant, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

C. Exculpations and Injunction

1. Section 10.6. Exculpation

(a) Notwithstanding anything contained in the Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from, any Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for gross negligence, intentional fraud, or willful misconduct (to the extent such duty is imposed by applicable non-bankruptcy law), but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. For the avoidance of doubt, this exculpation shall be in addition to, and not in limitation of, the Releases and all other releases, indemnities (including the Indemnification Obligations), exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, the Debtors, their Estates, and the Post-Emergence Entities are not (i) exculpating any (1) Excluded Party; (2) TPG Party; (3) Insurance Advisor Party; (4) Additional Advisor Excluded Party; or (5) Additional Third-Party Excluded Party; or (ii) releasing any GUC Trust Litigation Claims.

(b) The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws and provisions of the Bankruptcy Code with regard to the solicitation of votes on, and Distribution of consideration (including securities) pursuant to, the Plan and, therefore, are not, and on account of such Distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such Distributions made pursuant to the Plan, including, in each case, any Distribution made by any Trust in accordance with the Plan and the applicable Trust Documents. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any claim relating to any post-Effective Date obligations of any Person under the Plan, any Restructuring



Transaction, the Plan Transaction, or any Plan Document or other document, instrument, or agreement executed to implement the Plan.

2. Section 10.7. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge to the fullest extent permitted by section 1141 of the Bankruptcy Code, effective as of the Effective Date, of all Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against the Debtors or the Debtors' Estates or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim or Interest based upon such Claim, debt, right, or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such Claim, debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; (c) the holder of such a Claim or Interest has voted to accept the Plan; or (d) the holder of such Claim or Interest has voted or failed to vote to accept or reject the Plan. All Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code. All Entities shall be precluded from asserting any Claims against the Debtors, their Estates, the Post-Emergence Entities, their respective successors and assigns, and their respective Assets and properties, and any other Claims or Interests based upon any documents, instruments, or any act of omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Confirmation Order shall be a judicial determination (i) of the discharge of all Claims and Interests, subject to the Effective Date; and (ii) that no Claims shall be excepted from discharge under section 1141(d)(6) of the Bankruptcy Code.

3. Section 10.8. Plan Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, ANY OTHER PLAN DOCUMENT, OR ANY OTHER RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE X OF THE PLAN, DISCHARGED PURSUANT TO SECTION 10.7 OF THE PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 10.6 OF THE PLAN, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE RELEASED PARTIES, INCLUDING, FOR THE AVOIDANCE OF DOUBT, IN EACH CASE, THE DEBTORS, THEIR ESTATES, THE POST-EMERGENCE ENTITIES, AND ANY OF THEIR ASSETS, AND THE EXCULPATED PARTIES, AS APPLICABLE: (A) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE ANY ACTION, EMPLOYMENT



OF PROCESS, OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATES OF SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTORS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS, EXCEPT AS SET FORTH IN SECTION 10.9 OF THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, SECTION 10.8 OF THE PLAN SHALL NOT ENJOIN THE GUC TRUST'S PURSUIT OF ANY GUC TRUST LITIGATION CLAIMS.

4. Section 10.9. Channeling Injunction

(a) In order to preserve and promote the resolutions contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction and the releases set forth in Article X of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, upon the channeling of the Trust Channeled Claims, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Trust Channeled Claim shall be (x) deemed to release any Trust Channeled Claims held by such Persons against the Debtors and the Post-Emergence Entities; and (y) permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any of the Debtors or Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claim, including:

(i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, action, or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Trust Channeled Claims, against or affecting any of the Debtors or the Post-Emergence Entities, as applicable, or any property or interests in property of any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree, or other order against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(iii) creating, perfecting, or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any of the Debtors or the Post-Emergence Entities, as applicable, or the property of any of the Debtors or the Post-



Emergence Entities, as applicable, in each case, with respect to any Trust Channeled Claims;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any of the Debtors or Post-Emergence Entities, as applicable, or against the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to Trust Channeled Claims; and

(v) taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or any Plan Document (including, for the avoidance of doubt, any Trust Document) with respect to any Trust Channeled Claims.

(b) Notwithstanding anything to the contrary in Section 10.9 of the Plan or the Confirmation Order, this Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of holders of Trust Channeled Claims to the treatment afforded to them under the Plan and the Plan Documents, including the rights of holders of Trust Channeled Claims to assert such Trust Channeled Claims solely in accordance with the Plan and the Trust Documents;

(ii) the rights of Persons to assert any Claim, debt, litigation, or liability for payment of Trust Operating Expenses against the applicable Trust;

(iii) the rights of any Person to assert any Claim, Cause of Action, debt, or litigation against any Excluded Party;

(iv) the rights of the GUC Trust to assert any GUC Trust Litigation Claims against any GUC Excluded Party, subject to the Covenant Not To Collect;

(v) the rights of the GUC Trust to pursue and enforce any GUC Trust Litigation Claims, including the GUC Trust Insurance Rights;

(vi) the Distribution Sub-Trusts from enforcing their respective rights against the GUC Trust under the Plan and the GUC Trust Documents;

(vii) the PPOC Trust from enforcing its rights against the Purchaser Entities under the Plan and the PPOC Trust Documents;

(viii) the PPOC Sub-Trusts from enforcing their respective rights against the PPOC Trust under the Plan and the PPOC Trust Documents; or

(ix) the Future PI Trust from enforcing its rights against the Purchaser Entities under the Plan and the Future PI Trust Documents.

(c) There can be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction, and nothing in the Plan or any Plan Document



(including, for the avoidance of doubt, any Trust Document) shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

(d) In the event that any Person takes any action that a Released Party or Exculpated Party, as applicable, believes violates the releases provided in the Plan or the Channeling Injunction as it applies to any Released Party or Exculpated Party, as applicable, such Released Party or Exculpated Party, as applicable, shall be entitled to make an emergency application to the Bankruptcy Court for relief, and may proceed by contested matter rather than by adversary proceeding. The Bankruptcy Court shall have jurisdiction and authority to enter Final Orders in connection with any dispute over whether an action violates the releases provided in the Plan or the Channeling Injunction. Upon determining that such a violation has occurred, the Bankruptcy Court, in its discretion, may award any appropriate relief against such violating Person.

5. Section 10.10. Specified Debtor Insurer Injunction

(a) Terms

In accordance with section 105(a) of the Bankruptcy Code, on the Effective Date, all persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim based on, arising out of, attributable to, or in any way connected with any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy (but not, for the avoidance of doubt, any Non-GUC Trust D&O Insurance Policy) shall be permanently enjoined from taking any action for purposes of directly or indirectly collecting, recovering, or receiving payment on account of any such Claim, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, including:

(i) commencing, conducting, or continuing, in any manner, any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, (1) on account of any Claim based on, arising under, or attributable to a GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; or (2) on account of any rights of any Person under a "direct action" statute to proceed directly against any Specified Debtor Insurer;

(ii) enforcing, attaching, levying, collecting, or otherwise recovering, by any manner or means, any judgment, award, decree, or other order against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;

(iii) creating, perfecting, or enforcing, in any manner, any Lien of any kind against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;



(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against any obligation due to any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; and

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy.

(b) Reservations

Notwithstanding anything to the contrary in Section 10.10(a) of the Plan, the provisions of the Specified Debtor Insurer Injunction:

(i) shall not (1) preclude the GUC Trust from pursuing any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy, or any other Claim that may exist under any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy against any Specified Debtor Insurer; or (2) enjoin the rights of the GUC Trust to prosecute any action based on or arising from the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies or the rights of the GUC Trust to assert any Claim, debt, obligation, Cause of Action for liability for payment against a Specified Debtor Insurer based on or arising from the GUC Trust Insurance Policies, in all cases, including GUC Trust Litigation Claims;

(ii) are not issued for the benefit of any Specified Debtor Insurer, and no such insurer is a third-party beneficiary of this Specified Debtor Insurer Injunction; provided, that, this Specified Debtor Insurer Injunction shall not enjoin, impair or affect any Claims between or among unsettled Specified Debtor Insurers;

(iii) shall not apply to any D&O Insured Person with respect to such D&O Insured Person's coverage under any GUC Trust D&O Insurance Policy; and

(iv) shall be subject in all respects to the terms of the DMP Stipulation.

(c) For the avoidance of doubt, Section 10.10 of the Plan shall not apply with respect to any Non-GUC Trust Insurance Policy, including any Non-GUC Trust D&O Insurance Policy, and no amendment to, or modification of, nor any proposed amendment to nor modification of, the Specified Debtor Insurer Injunction shall adversely impact (i) any Non-GUC Trust Insurance Policy; or (ii) the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).

(d) The GUC Trust shall have the sole and exclusive authority at any time, upon written notice to any insurer under any of the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies, to terminate, reduce or limit the scope of this Specified Debtor Insurer Injunction with



respect to any Specified Debtor Insurer; provided, however, that, no modification shall affect the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).]⁴

6. Section 10.11. Voluntary Opioid Operating Injunction.

(a) From and after the date of entry of the Confirmation Order approving the Voluntary Opioid Operating Injunction, the business operations of the VOI-Specific Debtors and/or VOI-Specific Post-Emergence Entities, as applicable, and the business operations of any successors of either of the foregoing, in each case, relating solely to the manufacture and sale of VOI Opioid Products in the States and Territories shall be subject to the terms of the Voluntary Opioid Operating Injunction.

(b) The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities, as applicable, consent to the entry of a final judgment or consent order on the Effective Date effectuating all of the provisions of the Voluntary Opioid Operating Injunction in the state court in each of the Supporting Governmental Entities.

(c) After the Effective Date, the Voluntary Opioid Operating Injunction will be enforceable in the state court in each of the Supporting Governmental Entities. The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities agree that seeking entry or enforcement of such a final judgment or consent order will not violate any other injunctions or stays that it will seek, or that may otherwise apply, in connection with the Chapter 11 Cases or Confirmation.

7. Section 10.12. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

⁴ **Note to Draft:** under consideration.



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MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: February 20, 2024

ITEM TYPE: Discussion

SUBJECT: Discuss Proposed Amendments to the FY2024 Budget

SUBMITTED BY: Christian Larsen, Assistant Finance Director

SUMMARY:

Staff proposes amendments to the fiscal year 2024 budget for the General Fund, Capital Projects Fund, Water Fund, Sewer Fund, Storm Water Fund, Fleet Fund, and Information Technology Fund.

General Fund

Revenue and Expense Budget Adjustments \$258,380 – Staff has identified a number of adjustments that need to be made to the fiscal year 2024 budget, as detailed in the attached document. Below are the major proposed adjustments:

- **General Engineering – \$26,900** – Professional services, engineering studies planned in FY24.
- **General Engineering – \$10,500** – Communications and telephone, Verizon charges for iPad LTE.
- **Public Works Administration – \$25,540** – Employee benefits, Employee benefits selection changed.
- **Planning and Zoning – \$29,400** – Professional services, General Plan re-write.
- **Community Development – \$21,500** – Professional Services, CD fee rate study.
- **Community Development – \$18,340** – Professional Services, economic projects.
- **Communications – \$45,600** – Software, unspent prior year budget, City website redesign.
- **Employee Services – \$12,500** – Miscellaneous Supplies, FY2023 unexpended budget for Employee Gift.
- **Finance – (\$52,500)** – Salaries, Procurement Analyst position now under Legal department.
- **Finance – (\$43,500)** – Benefits, Procurement Analyst position now under Legal department.
- **City Attorney – \$87,400** – Salaries, Procurement Analyst position now under Legal department / Internal promotion.
- **City Attorney – \$18,500** – Benefits, Procurement Analyst position now under Legal department / Internal promotion.
- **Community / Inter-Gov Relations – \$35,000** – Youth Violence Coalition Admin, additional grant funds available for coalition administration.
- **Nonmajor adjustments – \$23,200** – Breakdown of nonmajor adjustments detailed in attached document.

Capital Projects Fund

Staff requests an increase of \$1,943,200 to the FY2024 Capital Projects Fund budget. The majority of this increase is for pavement management and transportation projects \$1,415,000. These projects were

originally planned for FY2023 but were not completed and are now part of the FY2024 budget. A detailed list of all projects in this budget amendment is included in the attached document.

Water and Sewer Fund

Staff requests an increase to the professional services budget for both funds: \$9,000 for the Water Fund and \$50,642 for the Sewer Fund. The Water Fund requires funding for water system modeling and engineering services, while the Sewer Fund requires additional budgetary allocation for projects related to the Sewer Master Plan.

Storm Water Fund

Staff requests an increase of \$41,400 to the Storm Water Fund. This increase is primarily to the professional services budget and will be used on the Storm Water Master Plan. These funds were previously budgeted during FY2023 but went unexpended during the fiscal year. \$7,000 of this increase is dedicated to the fund's overtime budget. The need for employee overtime was greater than originally anticipated.

Fleet Fund

The total requested increase to the Fleet Fund budget is \$726,213. \$411,804 of this increase is to purchase a Ford F550 and six Ford F150s that were budgeted for in prior fiscal years but were not available for purchase. \$183,839 is for the purchase of a Caterpillar loader which is on a buyback plan with Caterpillar and be offset by the sale of the City's current loader. The Fleet Fund also replaced a Chevy Colorado and two crossovers totaling \$130,570 which were also scheduled for replacement in prior fiscal years.

Information Technology Fund

The total requested increase to the Information Technology Fund budget is \$21,000. \$10,000 increase to the software budget for LastPass software licenses. \$11,000 for hardware, including iPads for Engineering, computers for GIS, and Council IT peripherals.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:

General Fund – Increase in budgeted expenditures of \$258,380 and an increase to budgeted grant revenues of \$35,000, sales tax revenue of \$46,000 and an increase in use of fund balance of \$177,380.

Capital Projects Fund – Increase in budgeted expenditures of \$1,943,200 and an increase to budgeted revenues of \$105,000 and an increase in use of fund balance of \$1,838,200.

Water Fund – Increase in budgeted expenses of \$9,000 and a decrease of contribution to fund balance of \$9,000.

Sewer Fund – Increase in budgeted expenses of \$50,642 and a decrease in contribution to fund balance of \$50,642.

Storm Water Fund – Increase in budgeted expenses of \$41,400 and an increase in use of fund balance of \$41,400.

Fleet Fund – Increase in budgeted expenses of \$430,289 and an increase in budget revenues of \$183,839 and an increase in use of fund balance of \$246,450.

Information Technology – Increase in budgeted expenses of \$21,000 and an increase in use of fund balance of \$21,000.

Citizen's Agenda:

The City Council will be presented proposed changes to the budget for July 1, 2023, to June 30, 2024 that were not included in the original budget, but are needed at this time during the fiscal year.

Attachments:

Detailed proposed amendments to the FY2024 Budget for the General Fund, Capital Projects Fund, Water Fund, Sewer Fund, Storm Water Fund, Fleet Fund, and Information Technology Fund.

Midvale City				
Proposed Budget Amendment				
General Ledger Account Description	FY24 Original Budget	Proposed Change	FY24 Proposed Amended Budget	Description
General Fund				
Revenues				
Coalition Coordinator Grant	(100,000)	(35,000)	(135,000)	Grant funded youth violence community safety coalition admin
Sales tax	(10,716,277)	(46,000)	(10,762,277)	Sale tax out performed FY24 base budget estimates
Use of Fund Balance	(16,243)	(177,380)	(193,623)	Increase to use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - GENERAL FUND	\$ (10,832,520)	\$ (258,380)	\$ (11,090,900)	
Expenditures				
General Engineering - Professional Services	18,900	26,900	45,800	Potential engineering studies coming in FY2024
General Engineering - Communications/Telephone	(500)	10,500	10,000	Verizon charges greater than original budget Ipad LTE
Public Works - Administration Benefits	99,259	25,540	124,799	Employee benefits selection change
Planning and Zoning - Professional services	10,000	29,400	39,400	FY2023 unexpended budget, General Plan re-write
Community Development - Professional Services	15,000	21,500	36,500	FY2023 unexpended budget, CD fee rate study
Community Development - Special Development Projects	10,000	18,340	28,340	FY2023 unexpended budget, economic projects
Communications - Professional services	5,000	5,600	10,600	FY2023 unexpended budget, City website redesign (Photography)
Communications - Software	22,300	45,600	67,900.00	FY2023 unexpended budget, City website redesign
Parks/ Cemetery - Overtime	6,200	2,500	8,700	Greater than anticipated burials, on-call, special events
Employee Services - Miscellaneous Supplies	500	12,500	13,000.00	FY2023 unexpended budget, Employee Gift
Finance - Salaries	321,792	(52,500)	269,292.00	Procurement Analyst employee now under legal
Finance - Benefits	182,178	(43,500)	138,678.00	Procurement Analyst employee now under legal
Finance - Education and Travel	5,000	(500)	4,500.00	Procurement Analyst employee now under legal
City Attorney - Salaries	447,533	87,400	534,933.00	Procurement Analyst employee now under legal / Internal promotion
City Attorney - Benefits	239,157	18,500	257,657.00	Procurement Analyst employee now under legal / Internal promotion
City Attorney - Education and Travel	9,000	500	9,500.00	Procurement Analyst employee now under legal
Human Resources - Salaries	81,139	4,800	85,939.00	Significant terminated employee payout
Human Resources - Benefits	33,238	6,000	39,238.00	Significant terminated employee payout
Recorder - Salaries	227,079	4,300	231,379.00	Significant terminated employee payout
Community / Inter-Gov Relations - Coalition	-	35,000	35,000.00	Grant funded youth violence community safety coalition admin
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - GENERAL FUND	\$ 1,732,775	\$ 258,380	\$ 1,991,155	
Capital Projects Fund				
Revenues				
WFRC Grant	(770,000)	(105,000)	(875,000)	WFRC grant funding Fort Union Corridor Study
Use of Fund Balance	(805,515)	(1,838,200)	(2,643,715)	Increase to use of fund balance
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - CAPITAL PROJECTS FUND	\$ (1,575,515)	\$ (1,943,200)	\$ (3,518,715)	
Expenditures				
Public Works Building Reno	-	10,000	10,000	FY2023 unexpended budget to complete PW renovation
HB 244 Transportation Projects	500,000	500,000	1,000,000	FY2023 unexpended HB 244 funds
Midvale Murals Program	20,000	23,000	43,000	FY2023 unexpended budget to complete Mural Program projects
City entryway signs	-	166,000	166,000	Increase to fund City entry way sign development
Main Street utility upgrades	100,000	100,000	200,000	FY2023 unexpended budget to complete utility system upgrades
Trans master plan/impact fee	160,000	29,000	189,000	FY2023 unexpended budget to fund transportation impact fee study
Parks master plan/impact fee	-	80,000	80,000	FY2023 unexpended budget to complete capital projects
Fort Union Corridor Study	-	115,000	115,000	7200 South Corridor Study
Sidewalk/Curb/Gutter replace	210,000	5,200	215,200	Sidewalk curb and gutter repairs cost greater than anticipated
Pavement Management	840,000	915,000	1,755,000	FY2023 unexpended budget to complete capital projects
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - CAPITAL PROJECTS FUND	\$ 1,830,000	\$ 1,943,200	\$ 3,773,200	
Water Fund				
Expenses				
Contribution to Fund Balance	411,311	(9,000)	402,311	Decrease to contribution to fund balance
Professional Services	27,600	9,000	36,600	Water system modeling and engineering services
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS - WATER FUND	\$ 438,911	\$ -	\$ 438,911	
Sewer Fund				
Expenses				
Contribution to fund balance	68,460	(50,642)	17,818	Decrease to contribution to fund balance
Professional Services	25,000	50,642	75,642	FY2023 Unexpended Sewer Master Plan projects prior year unexpended budget
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS - SEWER FUND	\$ 93,460	\$ -	\$ 93,460	
Storm Water Fund				
Revenues				
Use of Fund Balance	(143,701)	(41,400)	(185,101)	Increase to use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - STORM WATER FUND	\$ (143,701)	\$ (41,400)	\$ (185,101)	
Expenses				
Storm Water Professional Services	70,500	34,400	104,900.00	Storm water master plan unexpended prior year budget
Storm Water Overtime	10,000	7,000	17,000	Sewer master plan projects prior year unexpended budget
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS - STORM WATER FUND	\$ 80,500	\$ 41,400	\$ 121,900	

Midvale City				
Proposed Budget Amendment				
General Ledger Account Description	FY24 Original Budget	Proposed Change	FY24 Proposed Amended Budget	Description
Fleet Fund				
Revenues				
Sale Of Fixed Assets	(178,683)	(183,839)	(362,522)	Catepillar Loader buyback
Use of Fund Balance	-	(246,450)	(246,450)	Increase to use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - FLEET				
FUND	\$ (178,683)	\$ (430,289)	\$ (246,450)	
Expenses				
Contribution to Fund Balance	295,924.00	(295,924)	-	Decrease to contribution to fund balance
Vehicle purchase - Streets	-	224,973	224,973	Purchase originally budgeted in FY23, Catepillar Loader and Ford F150
Vehicle purchase - Water	19,629	329,536	349,165	Purchase originally budgeted in FY23, Ford F550 and four Ford F150s
Vehicle purchase - Parks	-	140,420	140,420	Purchase originally budgeted in FY23, Crossover, F150, and Colorado
Vehicle purchase - PW Admin	-	31,284	31,284	Purchase originally budgeted in FY23, Crossover
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - FLEET FUND	\$ 315,553	\$ 430,289	\$ 745,842	
IT Fund				
Revenues				
Contribution from Fund Balance	(37,890)	(21,000)	(58,890)	Increase to use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - INFORMATION TECHNOLOGY	\$ (37,890)	\$ (21,000)	\$ (58,890)	
Expenses				
IT Internal Service Funds - Software	57,199	10,000	67,199	LastPass software license
IT Internal Service Funds - Hardware	59,600	11,000	70,600	IPads for Engineering, computers for GIS, Council IT peripherals
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - INFORMATION TECHNOLOGY	\$ 116,799	\$ 21,000	\$ 137,799	



MIDVALE CITY COUNCIL SUMMARY REPORT

February 20, 2024

SUMMARY REPORT

SUBJECT: Discussion on the replacement of the Sewer Division's CCTV (Closed Circuit Television) Truck and Equipment

SUBMITTED BY:

Glen Kennedy, Director of Public Works

CITIZENS AGENDA SUMMARY:

The sewer division's CCTV Truck is on a 10-year replacement schedule and is due for replacement. This equipment is used to inspect the sewer lines of the City.

SUMMARY:

The sewer division's CCTV Truck is on a 10-year replacement schedule and is due for replacement.

CCTV equipment and software play a key role within sewer utilities for inspection, maintenance, and management purposes. This equipment is instrumental for inspection and condition assessments and to detect blockages, cracks, leaks, and other structural defects within the sewer system before they become major issues. In addition, this equipment and software will integrate with our GIS mapping and records, documenting location, size material, and condition of pipes providing valuable data for asset management and future planning.

The division held demos with a number of vendors in an effort to find the best software and equipment package to fit the City's needs. Neverest Equipment and Wincan Software were determined to be the best fit to achieve the inspections, assessments, and management of the City's sewer infrastructure and to ensure compliance with State regulations, and cost-effective operation and maintenance.

The cost via State Contract pricing to replace the truck/van and the internal CCTV equipment and software is \$270,000.00

After a thorough inspection of the current truck by our fleet staff. We are confident that we can get another 7 years out of that truck. This will save approximately \$100,000. \$70,000 for the van itself and \$30,000 in internal equipment fitting (generator, sink, workspace, tool cabinets etc.).

FISCAL IMPACT:

\$168,402.24 via State contract - MA4267

ATTACHMENTS:

Neverest - Midvale Quote_6955

State Contract MA4267

Proposed Resolution

RESOLUTION NO. XXXX-R-XX

A Resolution Approving the purchase and replacement of the Midvale City Sewer Division’s CCTV sewer inspection equipment within the sewer line inspection truck.

WHEREAS, Midvale City (the City) owns, operates, and maintains a sewer utility serving approximately a third of the City with its infrastructure; and

WHEREAS, the City has an obligation and responsibility to inspect and maintain the infrastructure within the sewer utility; and

WHEREAS, the equipment required to perform sewer line inspections has exceeded its useful life and is due for replacement; and

WHEREAS, the City has researched and determined that Neverest Equipment provides the best product to replace the existing equipment via State Contract.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves this resolution, authorizing the Mayor to sign an agreement with Neverest Equipment based on State contract MA4267, for the purchase and installation of sewer CCTV inspection equipment. .

APPROVED AND ADOPTED this _____ day of _____, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason,
City Recorder

Voting by the City Council	“Aye”	“Nay”
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

Neverest Equipment Company

PO Box 583
 Commerce City CO 80037

303-227-7686

Quote

Bill To	Ship To
Wes Van Valkenburg Public Utilities Manager Midvale City 8196 South Main Street Midvale, UT 84047 United States	Wes Van Valkenburg Public Utilities Manager Midvale City 8196 South Main Street Midvale, UT 84047 United States

Account #	Quote #	Quote Date	Valid Thru	Terms	Rep.	Ship Via	FOB
1304	6955	01/24/2024	03/25/2024	Net 30	BVercimack		

Product	Description	Quantity	Unit Price	Total Price
E-RX-SYS-TRUCK-B ASIC-21-L-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license. \$108,472.2	1.00	106,302.76	106,302.76
LIFTING AID	LIFTING AID \$ 5297.73	1.00	5,191.78	5,191.78
19" Tru-Vu Monitor	Upgraded to 21.5" HD Monitors with additional for Equipment Bay \$1335.38	2.00	1,408.07	2,816.14
H-RACKMOUNT-01	Rackmount Computer \$ 3250.88	1.00	3,182.86	3,182.86
H-Avercard	Aver Media Card PCI \$514.00	1.00	504.16	504.16
E-559-3900-00	HD RAL200 LED Auxiliary Light with Backeye Camera for RVX \$5363.41	1.00	5,256.14	5,256.14
E-035-0209-01	Flexible Cable Guide Pulley \$1641.86	1.00	1,609.02	1,609.02
E-080-0709-00	Quick Change Wheel HMS (Small Aggressive) Wheel D85x18 / d12 QCD \$525.40	4.00	514.89	2,059.56
E-080-0705-00	Quick Change Wheel (Small Grease) RX130 D85 x 18 / d12 \$ 317.43	4.00	311.08	1,244.32
E-080-0706-00	Quick Change Wheel (Medium Grease) for RX130 D120 x 31 / d12 \$ 399.52	6.00	391.53	2,349.18
E-080-0711-00	Quick Change Wheel HMS (Medium Aggressive) Wheel D120x31 / d12 \$ 684.11	6.00	670.43	4,022.58

Neverest Equipment Company

PO Box 583
 Commerce City CO 80037

303-227-7686

Quote

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Account #	Quote #	Quote Date	Valid Thru	Terms	Rep.	Ship Via	FOB
1304	6955	01/24/2024	03/25/2024	Net 30	BVercimack		

Product	Description	Quantity	Unit Price	Total Price
E-080-0707-00	Quick Change Wheel (Large Grease) RX130 D150 x 52 /12 \$ 459.72	6.00	450.53	2,703.18
E-080-0710-00	Quick Change Wheel HMS (Large Aggressive) Wheel D145x52 / d12 \$ 700.53	6.00	686.52	4,119.12
E-080-0704-02	Quickchange XL rubber wheel RX130 \$640.33	4.00	627.52	2,510.08
E-000-0035-00	Top Manhole Cable Roller Aluminum frame and rubber wheel with bearings protects cable from manhole top cover edge and reduces friction to improves crawler performance.\$ 492.56	1.00	482.71	482.71
VX-EXPERT-1-SUB	ANNUAL WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics, and GIS Queries. \$ 5527.59	1.00	5,417.04	5,417.04
Training	2 DAY ONSITE WINCAN TRAINING \$ 4925.58	1.00	4,827.07	4,827.07
19" Class LED HDTV	UPGRADED 23" HD MONITOR 23" Class LED HD Computer Monitor	1.00	1,408.89	1,408.89
001-00285-00	8873v3 Receiver 512Hz, 33kHz & 82kHz.Sonde Receiver/Locator	1.00	1,390.00	1,390.00
Misc	Safety Lighting installed locally	1.00	4,255.65	4,255.65
Misc	Remove CUES equipment from Midvale Van, 1 day Install Envirosight Equipment, 2 days	1.00	6,750.00	6,750.00

Neverest Equipment Company

PO Box 583
Commerce City CO 80037

303-227-7686

Quote

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Wes Van Valkenburg Public Utilities Manager Midvale City 8196 South Main Street Midvale, UT 84047 United States	Wes Van Valkenburg Public Utilities Manager Midvale City 8196 South Main Street Midvale, UT 84047 United States

Account #	Quote #	Quote Date	Valid Thru	Terms	Rep.	Ship Via	FOB
1304	6955	01/24/2024	03/25/2024	Net 30	BVercimack		

Product	Description	Quantity	Unit Price	Total Price
	Delivery and Set up 1 day 2 days onsite equipment training w/lunch provided			
Misc	Neverest Equipment Company and Midvale will be bound by the terms of Utah State Contract MA4267 Equipment pricing where applicabl.Preceeding contract was MA 2897	1.00	0.00	0.00

Taxable Total	Tax Rate	Tax Amount	Discount Rate
0.00	0.00	0.00	0.00

Quote Total
168,402.24

Thank you for your Business.



Contract # MA4267

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Neverest Equipment Company LLC
 Name
6681 Colorado Blvd. Unit 5
 Address
Commerce City CO 80022
 City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Brian Balchumas Phone #303-898-9475 Email brian@neverestequipment.com
 Vendor #VC0000149194 Commodity Code #98184

2. CONTRACT PORTFOLIO NAME: Pipeline And Sewer Inspection Cameras Equipment And Vehicles

3. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation #TR23-2.

4. CONTRACT PERIOD: Effective Date: 09/05/2023 Termination Date: 09/04/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None

5. Payment: Prompt Payment Discount (if any):None.

6. Administrative Fee, as described in the Solicitation and Attachment A: .10%.

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods Services, or IT

ATTACHMENT B: Scope of Work

ATTACHMENT C: Pricing

ATTACHMENT D: Catalog

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #TR23-2.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.


IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Brian Balchumas 08/30/23
 Contractor's signature Date

Brian Balchumas Owner
 Type or Print Name and Title

STATE

DocuSigned by:

 8/30/2023
 Director, Division of Purchasing C38BE90AC528424... Date

<u>Tiffany Rydalch</u>	<u>801.957.7129</u>	<u>trydalch@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Email

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) "**Division**" means the Division of Purchasing and General Services.
 - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

- b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also

is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design. Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User. If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time

of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.
- Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized

areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of

this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)

Attachment B
Statement of Work
Pipeline and Sewer Inspection Cameras Equipment and Vehicles

1. Scope of Work

The Contractor shall provide Pipeline and Sewer inspection products, cameras, accessories, trucks and custom buildouts for eligible users. Contractor will work with eligible users to meet their needs by providing detailed quotes of items requested, recommendations, equipment demonstrations and plan drawings. Supply of information does not guarantee purchase, but will assist the eligible user to make a best value judgement for purchase of equipment with Contractor on contract.

2. Product Offering

This contract covers those items in Contractor's price list, catalog, services, maintenance, repairs, and custom build services of pipeline and sewer camera inspection vehicles.

All products offered must be new. Each product purchased by an eligible user must have a unique identification number in an inconspicuous place for ease of warranty claims. Used, shopworn, refurbished, demonstrator, prototype or discontinued models are not acceptable.

3. Delivery

Once eligible user finalizes equipment specifications, products and plans with the Contractor, the Contractor will have 180 calendar days to deliver to eligible user.

4. Repair Facilities

Contractor shall have a repair facility in Utah.

5. Length of Contract

This contract is for a period of five (5) years with no renewal options for additional years.

6. Product Manuals

Contractor will furnish at least two (2) copies of service manuals with equipment.

Attachment C Price Pipeline and Sewer Inspection Cameras Equipment and Vehicles	
Discount off of Price List	2.00%
Discount Percentage Period Contractor guarantees their discount for entire term of agreement. Pricing is a percentage off the current retail price at the time of purchase for all items available. If the item purchased is on sale or under another promotional term the State will expect to receive the lower of the two prices at the time of purchase. The percentage off will remain constant during the duration of the contract. Catalog can be updated annually.	

ATTACHMENT D

ROVVER X SYSTEMS	Detailed Description	List Price	2% Discount	MA2897
E-RX-SYS-Truck-Basic-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 96,869.73	\$ 6,684.01	\$ 94,932.33
E-RX-SYS-Truck-Basic-21-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 96,869.73	\$ 6,684.01	\$ 94,932.33
E-RX-SYS-TRUCK-BASIC-21-L	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 108,472.20	\$ 7,484.58	\$ 106,302.76
E-RX-SYS-TRUCK-BASIC-21-L-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 108,472.20	\$ 7,484.58	\$ 106,302.76
E-RX-SYS-TRUCK-BASIC-95-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX95 crawler with 3 sets of rubber wheels, RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 94,242.75	\$ 6,502.75	\$ 92,357.89
E-RX-SYS-PRO-21	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 111,153.91	\$ 7,669.62	\$ 108,930.83
E-RX-SYS-PRO-22-HD	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 116,900.41	\$ 8,066.13	\$ 114,562.41
E-RX-SYS-PRO-21-L	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 122,646.92	\$ 8,462.64	\$ 120,193.98
E-RX-SYS-PRO-400-21	System includes DCX5000 Controller with CCUI, RAX300 Automatic Cable Reel with 300M (1000ft) Cable, wireless remote controller, reel mounting frame, RX400 Crawler with two sets of wheels for pipe diameter 24"-59". RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 158,713.11	\$ 10,951.20	\$ 155,538.85
E-RX-SYS-PRO-500-21	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX500 Automatic Cable Reel with 500M (1640ft) cable, wireless remote controller, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 141,199.94	\$ 9,742.80	\$ 138,375.94
E-RX-SYS-PRO-500-21-L	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX500 Automatic Cable Reel with 500M (1640ft) cable, wireless remote controller, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 153,787.53	\$ 10,611.34	\$ 150,711.78
E-RX-SYS-PRO-500-400-21	System includes DCX5000 Controller with CCUI, RAX500 Automatic Cable Reel with 500M (1640ft) Cable, wireless remote controller, reel mounting frame, RX400 Crawler with two sets of wheels for pipe diameter 24"-59". RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 183,888.29	\$ 12,688.29	\$ 180,210.53
E-RX-SYS-Basic-400-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) Cable, wireless remote controller, reel mounting frame, emergency stop cable, RX400 Crawler with two sets of wheels for pipe diameter 24"-59". RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 135,727.07	\$ 9,365.17	\$ 133,012.53
E-RX-SYS-Industrial-21	System includes VC500 Controller with Vision Report Software installed, RM100 Cable Reel with 100M (330ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 81,545.70	\$ 5,626.65	\$ 79,914.79
E-RX-SYS-Industrial-22-L	System includes VC500 Controller with Vision Report Software installed, RM100 Cable Reel with 100M (330ft) cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 94,242.75	\$ 6,502.75	\$ 92,357.89
E-RX-SYS-Portable-21	System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 80,670.04	\$ 5,566.23	\$ 79,056.64
E-RX-SYS-Industrial-23-95-PTC	System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX95 crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. PTC50 pan/tilt, camera, pressurization kit, and Wincan VX entry license.	\$ 74,704.62	\$ 5,154.62	\$ 73,210.53
SAT SYSTEMS	Detailed Description			
E-RX-SYS-SAT-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX300 Cable Reel with 300M Cable installed, PTP50 Camera, AC40 Camera, 8 medium rubber wheels and 4 large rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 178,087.05	\$ 12,288.01	\$ 174,525.31

E-RX-SYS-SAT-500-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, 8 medium rubber wheels and 4 large rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 206,327.04	\$ 14,236.57	\$ 202,200.50
E-RX-SYS-SAT-ADDBasic-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, PTP50 Camera, AC40 Camera. 4 medium rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer.	\$ 148,314.66	\$ 10,233.71	\$ 145,348.37
E-RX-SYS-SAT-ADDPRO-21	Includes RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, PTP50 Camera, AC40 Camera. 4 medium rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer.	\$ 129,159.63	\$ 8,912.01	\$ 126,576.44
E-RX-SYS-SAT-Combo-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX300 Cable Reel with 300M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130 Crawler Quick Change version crawler with 6 small rubber wheels installed, 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 217,382.23	\$ 14,999.37	\$ 213,034.59
E-RX-SYS-SAT-Combo-21-L	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX300 Cable Reel with 300M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130L Crawler with 6 small rubber wheels installed and integrated lift. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 234,457.57	\$ 16,177.57	\$ 229,768.42
E-RX-SYS-SAT-COMBO-500-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130 Crawler with 6 small rubber wheels installed. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 245,622.22	\$ 16,947.93	\$ 240,709.77
E-RX-SYS-SAT-COMBO-500-21-L	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130L Crawler with 6 small rubber wheels installed and integrated lift. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 257,990.90	\$ 17,801.37	\$ 252,831.08

ROVVER X COMPONENTS		Detailed Description	\$	-	\$	-	\$	-
E-555-0900-03		RX95 crawler	\$ 18,607.74		\$ 1,283.93		\$ 18,235.59	
E-560-0900-07		RX130 Crawler	\$ 26,598.13		\$ 1,835.27		\$ 26,066.17	
E-560-0920-00		RX130 Crawler w/ Lift Installed	\$ 40,280.29		\$ 2,779.34		\$ 39,474.69	
E-560-3900-00		HD RX130 Crawler	\$ 26,598.13		\$ 1,835.27		\$ 26,066.17	
E-560-3920-00		HD RX130 Crawler w/ Lift Installed	\$ 40,280.29		\$ 2,779.34		\$ 39,474.69	
E-RX-400		RX400 crawler w/wheels	\$ 72,132.37		\$ 4,977.13		\$ 70,689.72	
E-579-0900-03		RX140SATII Crawler QCD	\$ 78,371.44		\$ 5,407.63		\$ 76,804.01	
E-536-0900-05		RXSAT140 Crawler (SAT 1)	\$ 57,465.09		\$ 3,965.09		\$ 56,315.79	
E-561-0900-05		RCX90 camera	\$ 32,618.28		\$ 2,250.66		\$ 31,965.91	
E-561-3900-00		HD RCX90	\$ 32,618.28		\$ 2,250.66		\$ 31,965.91	
E-562-0900-05		RAX300 Cable Reel w/ 300M Cable	\$ 37,981.69		\$ 2,620.74		\$ 37,222.06	
E-562-3900-01		HD RAX300 Reel	\$ 37,981.69		\$ 2,620.74		\$ 37,222.06	
E-590-0900-02		RAX500 Cable Reel w/ 500M Cable	\$ 60,683.14		\$ 4,187.14		\$ 59,469.47	
E-598-0900-00		VC500	\$ 16,221.57		\$ 1,119.29		\$ 15,897.14	
E-598-3900-00		HD VC500	\$ 16,221.57		\$ 1,119.29		\$ 15,897.14	
E-568-0900-00		VC200	\$ 13,025.42		\$ 898.75		\$ 12,764.91	
E-586-0920-00		DCX5000	\$ 29,881.85		\$ 2,061.85		\$ 29,284.21	
E-586-3920-00		HD DCX5000 w/CCUI & CCU Extension	\$ 35,683.09		\$ 2,462.13		\$ 34,969.42	
E-587-0900-00		CCU1	\$ 10,507.90		\$ 725.05		\$ 10,297.74	

ROVVER X / SAT ACCESSORIES		Detailed Description	List Price	2% Discount	MA2897
E-569-0900-00		carriage	\$ 14,448.37	\$ 996.94	\$ 14,159.40
E-564-0900-04		elevator	\$ 18,191.81	\$ 1,255.23	\$ 17,827.97
E-543-0800-00		RED130L Upgrade Kit	\$ 12,697.05	\$ 876.10	\$ 12,443.11
E-559-0900-03		aux lights with backup camera	\$ 5,363.41	\$ 370.08	\$ 5,256.14
E-556-0900-03		Auxiliary Light RAL 1000	\$ 6,567.44	\$ 453.15	\$ 6,436.09
E-559-3900-00		HD RAL200 LED Auxillary Light with Backeye Camera for RVX	\$ 5,363.41	\$ 370.08	\$ 5,256.14
E-595-0900-02		PTP50 Camera	\$ 18,607.74	\$ 1,283.93	\$ 18,235.59
E-596-0900-06		AC40 Camera	\$ 6,895.81	\$ 475.81	\$ 6,757.89
E-595-0960-02		PTC50 Camera (For RX95, etc.)	\$ 18,607.74	\$ 1,283.93	\$ 18,235.59
E-554-0900-03		RAC50 Axial Camera	\$ 6,895.81	\$ 475.81	\$ 6,757.89
E-597-0900-01		RCC90 camera adapter	\$ 7,880.93	\$ 543.78	\$ 7,723.31
E-599-0900-00		RTS Temperature Sensor	\$ 8,866.04	\$ 611.76	\$ 8,688.72
E-551-0900-01		RMX100 Manual Reel w/ 100M Cable	\$ 18,607.74	\$ 1,283.93	\$ 18,235.59
E-563-0900-01		RMX200 Manual Reel w/ 200M Cable	\$ 19,702.32	\$ 1,359.46	\$ 19,308.27
E-579-0750-00		SAT Elevator	\$ 11,952.74	\$ 824.74	\$ 11,713.68
E-579-0860-01		XL SAT Wheel	\$ 1,050.79	\$ 72.50	\$ 1,029.77
E-557-0900-01		RX Digisewer DS3 Camera - with no software	\$ 39,404.63	\$ 2,718.92	\$ 38,616.54
E-RX-SYS-DIGI		RX Digisewer DS3 Camera - with software	\$ 50,569.28	\$ 3,489.28	\$ 49,557.89
E-571-0900-00		Laser Ring for DS3 ROVVER X	\$ 10,945.73	\$ 755.26	\$ 10,726.82
E-573-0902-00		LSS RCX90 Laser Shape Scanner RVX	\$ 14,119.99	\$ 974.28	\$ 13,837.59

E-556-0950-00	RAL1000 Auxiliary Light for D53	\$ 6,895.81	\$ 475.81	\$ 6,757.89
E-576-0930-00	RAYSAT300 Lateral Launch Cable Reel	\$ 72,635.88	\$ 5,011.88	\$ 71,183.16
E-581-0900-05	PTP70II Camera	\$ 20,687.43	\$ 1,427.43	\$ 20,273.68
E-560-0600-00	RXF600 Camera Float	\$ 1,860.77	\$ 128.39	\$ 1,823.56
E-PRE-0000-01	RVX / QuickView Main Pressurization Kit	\$ 459.72	\$ 31.72	\$ 450.53
E-000-0036-00	Tyger Tail 2" for manhole bottom cable RVX	\$ 87.57	\$ 6.04	\$ 85.81
E-000-0035-00	Top Manhole Cable Roller for RVX	\$ 492.56	\$ 33.99	\$ 482.71
E-598-0210-21	VC500 Power Supply Complete (US Version)	\$ 492.56	\$ 33.99	\$ 482.71
E-512-0901-00-SP	SV and Rower X Cable Retermination Kit	\$ 1,532.40	\$ 105.74	\$ 1,501.75
E-560-0225-00	Lowering Device RX130 QCD	\$ 492.56	\$ 33.99	\$ 482.71
E-035-0209-01	Flexible Cable Guide Pulley	\$ 1,641.86	\$ 113.29	\$ 1,609.02
E-579-0349-00	Guide-pipe OD 75x2300	\$ 317.43	\$ 21.90	\$ 311.08
E-579-0348-00	Guide-pipe OD 75x2200	\$ 306.48	\$ 21.15	\$ 300.35
E-579-0347-00	Guide-pipe OD 75x1950 mm	\$ 284.59	\$ 19.64	\$ 278.90
E-579-0346-00	Guide-pipe OD 75x1700	\$ 328.37	\$ 22.66	\$ 321.80
E-579-0345-00	Guide-pipe OD 75x1400	\$ 295.53	\$ 20.39	\$ 289.62
E-579-0344-00	Guide-pipe OD 75x1140	\$ 273.64	\$ 18.88	\$ 268.17
E-579-0343-00	Guide-pipe OD75x840 mm	\$ 273.64	\$ 18.88	\$ 268.17
E-579-0342-00	Guide-pipe OD 75x550 mm	\$ 273.64	\$ 18.88	\$ 268.17
E-579-0341-00	Guide-pipe OD 75x240mm	\$ 218.91	\$ 15.11	\$ 214.54
E-579-0340-00	Guide-pipe OD 75x160 mm for SAT140II	\$ 218.91	\$ 15.11	\$ 214.54
E-579-0270-00	Guide-pipe Adapter DN75 for RX140SAT II	\$ 1,039.84	\$ 71.75	\$ 1,019.05
E-595-0122-01	AIMING STICK FOR PTP50 - 100MM	\$ 175.13	\$ 12.08	\$ 171.63
E-595-0126-00	AIMING STICK FOR PTP50 - 160MM	\$ 229.86	\$ 15.86	\$ 225.26

GATEWAY SYSTEMS/COMPONENTS		List Price	2% Discount	MA2897
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VSP			\$ -	
E-V-SYS-SPP-409	VSP+ 130'/40m Self-Leveling System	\$ 12,313.95	\$ 849.66	\$ 12,067.67
E-V-SYS-SPP-009	VSP+ 200'/60m Self-Leveling System	\$ 12,642.32	\$ 872.32	\$ 12,389.47
E-V-SYS-SPP-019	VSP+ 200' P&T System	\$ 30,100.76	\$ 2,076.95	\$ 29,498.75
E-V-SYS-SPP-109	VSP+ 330'/100m Self-Leveling System	\$ 13,846.35	\$ 955.40	\$ 13,569.42
E-V-SYS-360-119	VSP+ 330' P&T System	\$ 31,304.79	\$ 2,160.03	\$ 30,678.70
E-V-CAM025-SPP	VSP Self leveling camera	\$ 6,742.57	\$ 465.24	\$ 6,607.72
E-V-CAM026-SPP	VSP P/T Camera	\$ 18,388.83	\$ 1,268.83	\$ 18,021.05
E-V-CAM050-SPP	SMALL P/T camera	\$ 26,817.04	\$ 1,850.38	\$ 26,280.70

QVA				
E-QV-SYS-AIRHD-25	QVA with 25' pole	\$ 19,155.03	\$ 1,321.70	\$ 18,771.93
E-QV-SYS-AIRHD-30	QVA with 30' pole	\$ 19,975.96	\$ 1,378.34	\$ 19,576.44
E-QV-SYS-360	QV 360 System	\$ 21,836.73	\$ 1,506.73	\$ 21,400.00

JETSCAN				
E-JS-SYS-6-21	JetScan w/6" skid	\$ 12,762.72	\$ 880.63	\$ 12,507.47
E-JS-SYS-8-21	JetScan w/8" skid	\$ 12,762.72	\$ 880.63	\$ 12,507.47
E-JS-SYS-Combo-21	JetScan with both 6" & 8" skids	\$ 16,856.43	\$ 1,163.09	\$ 16,519.30
E- 6" SKID ASSEMBLY	6" JetScan skid only	\$ 4,640.99	\$ 320.23	\$ 4,548.17
E- 8" SKID ASSEMBLY	8" JetScan skid only	\$ 4,640.99	\$ 320.23	\$ 4,548.17

AGILIOS				
E-SYS-AGILIOS-60	60m Agilios System	\$ 37,215.49	\$ 2,567.87	\$ 36,471.18
E-SYS-AGILIOS-60-EX	ATEX 60m Agilios System	\$ 43,016.73	\$ 2,968.15	\$ 42,156.39
E-SYS-AGILIOS-100	100m Agilios System	\$ 39,514.09	\$ 2,726.47	\$ 38,723.81
E-SYS-AGILIOS-100-EX	ATEX 100m Agilios System	\$ 45,534.24	\$ 3,141.86	\$ 44,623.56
E-582-1100-00	Agilios 100M coiler w/100m pushrod	\$ 15,816.58	\$ 1,091.34	\$ 15,500.25
E-582-0960-00	Agilios 60M coiler w/60m pushrod	\$ 14,010.54	\$ 966.73	\$ 13,730.33
E-582-0960-70	EX 60m Agilios (reel only)	\$ 16,664.88	\$ 1,149.88	\$ 16,331.58
E-582-1100-70	EX 100m Agilios (reel only)	\$ 18,717.20	\$ 1,291.49	\$ 18,342.86

GATEWAY ACCESSORIES		List Price	2% Discount	MA2897
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Detailed Description				
E-V-ASS-001-955	ROLLER SKID - SIZE 2 (180mm) - CAM026 (360)	\$ 987.30	\$ 68.12	\$ 967.56
E-V-ASS-002-009	ROLLER SKID SIZE 2 (180mm) - CAM023/025	\$ 1,011.39	\$ 69.79	\$ 991.16
E-V-ASS-002-160	Roller Skid Size 1 (130mm) for CAM026 (360)	\$ 770.58	\$ 53.17	\$ 755.17
E-V-ASS-002-008	ROLLER SKID SIZE 1 (130mm) - CAM023/025	\$ 903.02	\$ 62.31	\$ 884.96
E-V-MSC-KEI-000	All Terrain Wheel Assembly for VSP Reel	\$ 842.82	\$ 58.15	\$ 825.96

E-QVA-LASER	Laser Measurement Attachment	\$ 1,860.77	\$ 128.39	\$ 1,823.56
E-QVA-WA_DIFF-Kit	Wide Angle Lens and Diffuser Kit	\$ 153.24	\$ 10.57	\$ 150.18
E-PRE-0000-01	RVX / QuickView Main Pressurization Kit	\$ 464.10	\$ 32.02	\$ 454.82

E-JCAM 151 V2.0	JetScan 2.0 Sled Extension Kit	\$ 1,392.30	\$ 96.07	\$ 1,364.45
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ATEX RX (EX)		List Price	2% Discount	MA2897
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Detailed Description				
E-RX-SYS-TRUCK-EX-22	ATEX Basic RX130 system	\$ 122,400.64	\$ 8,445.64	\$ 119,952.63

E-555-0900-72	EX RX95 Crawler	\$ 20,227.71	\$ 1,395.71	\$ 19,823.16
E-560-0900-73	EX 130 crawler	\$ 35,858.22	\$ 2,474.22	\$ 35,141.05
E-585-0900-71	EX RX400 Crawler	\$ 81,255.64	\$ 5,606.64	\$ 79,630.53
E-585-0385-71	EX - RX400 Elevator Extension	\$ 9,998.93	\$ 689.93	\$ 9,798.95
E-561-0900-73	EX RCX90	\$ 37,926.96	\$ 2,616.96	\$ 37,168.42
E-596-0900-74	EX AC40 Axial Camera for SAT/Agilios	\$ 7,013.04	\$ 483.90	\$ 6,872.78
E-595-0960-70	EX PTC50 Pan & Tilt RX Camera	\$ 20,342.64	\$ 1,403.64	\$ 19,935.79
E-595-0900-70	EX PTP50 Camera	\$ 20,342.64	\$ 1,403.64	\$ 19,935.79
E-581-0900-71	EX PTP70II	\$ 23,376.80	\$ 1,613.00	\$ 22,909.26
E-597-0900-71	EX RCC90 Camera Adapter	\$ 12,527.39	\$ 864.39	\$ 12,276.84
E-556-0900-72	EX RAL1000 Auxiliary Light	\$ 7,125.67	\$ 491.67	\$ 6,983.16
E-559-0900-72	EX RAL200 RX Aux Light w/ Rear Camera	\$ 8,045.11	\$ 555.11	\$ 7,884.21
E-562-0900-73	EX RAX300 Cable Reel	\$ 41,604.73	\$ 2,870.73	\$ 40,772.63
E-590-0900-71	EX RAX500 Cable Reel w/ 500M Cable	\$ 68,843.18	\$ 4,750.18	\$ 67,466.32
E-563-0900-70	EX RMX200 Cable Reel	\$ 20,687.43	\$ 1,427.43	\$ 20,273.68
E-564-0900-73	EX RED200 RX Elevator Lift Kit	\$ 19,653.06	\$ 1,356.06	\$ 19,260.00
E-569-0900-70	EX carriage	\$ 15,584.53	\$ 1,075.33	\$ 15,272.84
E-599-0900-70	EX Temperature Sensor RTS	\$ 9,424.27	\$ 650.27	\$ 9,235.79

WHEELS		List Price	2% Discount	MA2897
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Detailed Description				
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E-080-0510-00	Small Wide Rubber Wheel RX95	\$ 142.29	\$ 9.82	\$ 139.45
E-008-0803-00	Super Aggressive Medium Wheel RX95	\$ 437.83	\$ 30.21	\$ 429.07
E-080-0505-00	Small Rubber Wheel RX95	\$ 131.35	\$ 9.06	\$ 128.72
E-080-0600-00	Small Grease Wheel RX95	\$ 372.15	\$ 25.68	\$ 364.71
E-080-0515-00	Medium Rubber Wheel RX95	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0605-00	Medium Grease Wheel RX95	\$ 339.32	\$ 23.41	\$ 332.53
E-080-0525-00	Large Rubber Wheel RX95	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0625-00	Large Grease Wheel RX95	\$ 481.61	\$ 33.23	\$ 471.98
E-080-0701-01	Small Rubber Wheel QC RX130	\$ 275.83	\$ 19.03	\$ 270.32
E-080-0705-00	Small Grease Wheel QC RX130	\$ 317.43	\$ 21.90	\$ 311.08
E-080-0709-00	Small Aggressive Wheel QC RX130	\$ 525.40	\$ 36.25	\$ 514.89
E-080-0702-01	Medium Rubber Wheel QC RX130	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0706-00	Medium Grease Wheel QC RX130	\$ 399.52	\$ 27.57	\$ 391.53
E-080-0711-00	Medium Aggressive Wheel QC RX130	\$ 684.11	\$ 47.20	\$ 670.43
E-080-0703-01	Large Rubber Wheel QC RX130	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0707-00	Large Grease Wheel QC RX130	\$ 459.72	\$ 31.72	\$ 450.53
E-080-0710-00	Large Aggressive Wheel QC RX130	\$ 700.53	\$ 48.34	\$ 686.52
E-080-0704-02	XL Rubber Wheel QC RX130	\$ 640.33	\$ 44.18	\$ 627.52
E-080-0712-01	Climbing Wheel QC RX130	\$ 191.55	\$ 13.22	\$ 187.72
E-040-0000-12	XL Pneumatic Wheel Carriage	\$ 547.29	\$ 37.76	\$ 536.34
E-585-0852-00	RX400 Wheel - XXL	\$ 5,253.95	\$ 362.52	\$ 5,148.87
E-080-0710-70	EX Large Aggressive Wheel QC	\$ 919.44	\$ 63.44	\$ 901.05
E-080-0702-70	EX Medium Rubber Wheel QC	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0703-70	EX Large Rubber Wheel QC	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0704-71	EX XL Rubber Wheel QC	\$ 735.55	\$ 50.75	\$ 720.84
E-080-0709-70	EX Small Aggressive Wheel QC	\$ 733.36	\$ 50.60	\$ 718.70
E-080-0711-70	EX Medium Aggressive Wheel QC	\$ 952.28	\$ 65.71	\$ 933.23
LOCATORS		Detailed Description		
LF2200 Multifrequency Digital Receiver w/Hard Case	E-LF2200	\$ 3,327.50	\$ 229.60	\$ 3,260.95
WIN CAN		Detailed Description		
		List Price	2% Discount	MA2897
ENTRY PACKAGE				
VX-ENTRY-1 (Purchase)	WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading.	\$ 3,831.01	\$ 264.34	\$ 3,754.39
VX-ENTRY-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Viewer, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading.	\$ 1,171.19	\$ 80.81	\$ 1,147.77
VX-INFINITY-ENTRY-1 (Annual Support)	ANNUAL Entry Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 711.47	\$ 49.09	\$ 697.24
LITE PACKAGE				
VX-LITE-1 (Purchase)	WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, , MPEG 1 Software Recording, Software Encoding and Text Generator.	\$ 8,143.62	\$ 561.91	\$ 7,980.75
VX-LITE-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Viewer, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, , MPEG 1 Software Recording, Software Encoding and Text Generator.	\$ 3,097.64	\$ 213.74	\$ 3,035.69
VX-INFINITY-LITE-1 (Annual Support)	ANNUAL Lite Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 1,083.63	\$ 74.77	\$ 1,061.95
ADVANCED PACKAGE				
VX-ADVANCED-1 (Purchase)	WinCan VX Advanced License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, All languages & Standards, Map Viewer, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture.	\$ 11,750.24	\$ 810.77	\$ 11,515.24
VX-ADVANCED-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Advanced License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, All languages & Standards, Map Viewer, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture.	\$ 4,268.84	\$ 294.55	\$ 4,183.46
VX-INFINITY-ADVANCED-1 (Annual Support)	ANNUAL Advanced Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 1,641.86	\$ 113.29	\$ 1,609.02
EXPERT PACKAGE				
VX-EXPERT-1 (Purchase)	WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture, Work Order Management, Statistics, and GIS Queries.	\$ 17,047.98	\$ 1,176.31	\$ 16,707.02
VX-EXPERT-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture, Work Order Management, Statistics, and GIS Queries.	\$ 5,527.59	\$ 381.40	\$ 5,417.04
VX-INFINITY-EXPERT-1 (Annual Support)	ANNUAL Expert Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 2,736.43	\$ 188.81	\$ 2,681.70

VX-EXPERT-3-NET (Purchase)	3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture, Work Order Management, Statistics, and GIS Queries.	\$ 40,915.15	\$ 2,823.15	\$ 40,096.84
VX-EXPERT-3-NET-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL 3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture, Work Order Management, Statistics, and GIS Queries.	\$ 13,266.23	\$ 915.37	\$ 13,000.90
VX-INFINITY-EXPERT-3 (Annual Support)	3 User Expert Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 6,567.44	\$ 453.15	\$ 6,436.09
OFFICE PACKAGE				
VX-OFFICE-1 (Purchase)	WinCan VX Office License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 7,880.93	\$ 543.78	\$ 7,723.31
VX-OFFICE-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Office License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 2,517.52	\$ 173.71	\$ 2,467.17
VX-INFINITY-OFFICE-1 (Annual Support)	ANNUAL Office Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 1,313.49	\$ 90.63	\$ 1,287.22
VX-OFFICE-3-NET (Purchase)	3 User WinCan VX Office Network License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 18,914.22	\$ 1,305.08	\$ 18,535.94
VX-OFFICE-3-NET-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL 3 User WinCan VX Office Network License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 6,042.04	\$ 416.90	\$ 5,921.20
VX-INFINITY-OFFICE-3 (Annual Support)	ANNUAL 3 User Office Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 3,152.37	\$ 217.51	\$ 3,089.32
WEB FLEX/ENTERPRISE				
W-WEBFLEX (ANNUAL SUBSCRIPTION)	ANNUAL WinCan Web Flex allows for data entry and modification. Creating reports and NASSCO exports (Pending certification). 500GB per seat.	\$ 2,736.43	\$ 188.81	\$ 2,681.70
W-1083-500GB (ANNUAL SUBSCRIPTION)	ANNUAL Additional 500GB of Web Storage (Purchase of 1 Web Flex seat required)	\$ 820.93	\$ 56.64	\$ 804.51
W-ENTERPRISE (ANNUAL SUBSCRIPTION)	ANNUAL WinCan Enterprise 10 TB per year	\$ 10,398.45	\$ 717.49	\$ 10,190.48
W-ENTERPRISE-MOBILE (ANNUAL SUBSCRIPTION)	ANNUAL WinCan Enterprise operator allows connection for one inspection device to pull work orders from WinCan Enterprise. (Purchase of Web Enterprise Account Required)	\$ 2,736.43	\$ 188.81	\$ 2,681.70
PROTOUCH				
PT-1010-SUB (ANNUAL SUBSCRIPTION)	ANNUAL WinCan ProTouch	\$ 1,149.30	\$ 79.30	\$ 1,126.32
MODULES				
SM-2230	Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Module	\$ 5,418.14	\$ 373.85	\$ 5,309.77
SM-2230- SUB (ANNUAL SUBSCRIPTION)	Annual Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Module	\$ 1,751.32	\$ 120.84	\$ 1,716.29
SM- 2230- INFINITY (Annual Support)	Annual Maintenance- Annual Ring Laser Measurement ect. Enterorise Infinity Support Plan	\$ 875.66	\$ 60.42	\$ 858.15
SE-2210	Scan Explorer Module	\$ 7,284.38	\$ 502.62	\$ 7,138.70
SE-2210-SUB (ANNUAL SUBSCRIPTION)	Annual Scan Explorer Module	\$ 2,408.06	\$ 166.16	\$ 2,359.90
SE-2210-INFINITY (Annual Support)	Annual Maintenance - Annual Scan Explorer Enterprise Infinity Support Plan	\$ 1,313.49	\$ 90.63	\$ 1,287.22
AM-2220	Asset Management Module	\$ 5,582.32	\$ 385.18	\$ 5,470.68
AM-2220-SUB (ANNUAL SUBSCRIPTION)	Annual Asset Management Module	\$ 2,079.69	\$ 143.50	\$ 2,038.10
AM-2220-INFINITY (ANNUAL Support)	Annual Maintenance - Annual Asset Management Enterprise Infinity Support Plan	\$ 985.12	\$ 67.97	\$ 965.41
CS-CleverScan (Annual)	Annual maintenance contract for CleverScan (Upgrades and Support), first year free			
HARDWARE				
H-RACKMOUNT-01	Rackmount Computer	\$ 3,250.88	\$ 224.31	\$ 3,185.86
H-LAPTOP-01	Laptop Computer with Docking Station	\$ 2,648.87	\$ 182.77	\$ 2,595.89
H-RAZOR	Razer Ripsaw HD External USB Capture Card	\$ 421.41	\$ 29.08	\$ 412.98
H-VITEC-C8	Vitec Card PCI	\$ 2,353.33	\$ 162.38	\$ 2,306.27
H-AVERCARD	Aver Media Card PCI	\$ 514.45	\$ 35.50	\$ 504.16
H-QSB-S	QSB Quadrature to USB Adapter, Single Ended Encoder	\$ 180.60	\$ 12.46	\$ 176.99
H-ENCODER	Encoder Wheel	\$ 662.22	\$ 45.69	\$ 648.97
TRAINING				
T-WINCANTRAINING-WEB	Online Setup and Training with Online Instructor (4-8 hours total)	\$ 1,641.86	\$ 113.29	\$ 1,609.02
T-WINCANTRAINING-1	One Day On-Site Installation and Training includes instructor's time and expenses	\$ 3,612.09	\$ 249.23	\$ 3,539.85
T-WINCANTRAINING-2	Two Day On-Site Installation and Training includes instructor's time and expenses	\$ 4,925.58	\$ 339.86	\$ 4,827.07
Builds		List Price	2% Discount	MA2897
Promaster Inverter Build		\$ 42,250.52	\$ 2,915.29	\$ 41,405.51
Promaster MEPS Build		\$ 52,648.97	\$ 3,632.78	\$ 51,595.99
Transit MEPS Build		\$ 53,557.47	\$ 3,695.47	\$ 52,486.32
Transit Inverter Build		\$ 42,250.52	\$ 2,915.29	\$ 41,405.51
Transit Gas Generator Build		\$ 48,051.76	\$ 3,315.57	\$ 47,090.73
14' Trailer Gas Generator Build		\$ 70,709.43	\$ 4,878.95	\$ 69,295.24
14' Cutaway Gas Generator Build		\$ 51,116.57	\$ 3,527.04	\$ 50,094.24
14' Cutaway MEPS Build		\$ 54,290.83	\$ 3,746.07	\$ 53,205.01
14' Dry Freight Diesel Generator		\$ 61,843.38	\$ 4,267.19	\$ 60,606.52
Transit Inverter Value build		\$ 30,429.13	\$ 2,099.61	\$ 29,820.55
Promaster Inverter Value build		\$ 30,429.13	\$ 2,099.61	\$ 29,820.55
Outpost		\$ 14,831.47	\$ 1,023.37	\$ 14,534.84
Option Type	Option Description			
Safety	Additional LED Strobes	\$ 788.09	\$ 54.38	\$ 772.33

	Additional LED Arrow board	\$ 1,225.92	\$ 84.59	\$ 1,201.40
	LED Strobes in all 4 corners	\$ 1,204.03	\$ 83.08	\$ 1,179.95
	Carbon Monoxide Detector	\$ 142.29	\$ 9.82	\$ 139.45
Audio Visual	Printer	\$ 656.74	\$ 45.32	\$ 643.61
	additional 19" Tru-Vu Video monitor w/mount (for RVX SAT)	\$ 1,335.38	\$ 92.14	\$ 1,308.67
	19" Tru-Vu Monitor w/mount (For Rackmount)	\$ 1,335.38	\$ 92.14	\$ 1,308.67
	Multi TV mount - Suppports up to 3 Monitors	\$ -	\$ -	\$ -
	Underdesk keyboard tray (req'd for SAT, optional for RVX)	\$ 262.70	\$ 18.13	\$ 257.44
	Ethernet Cable & Port	\$ 508.98	\$ 35.22	\$ 498.80
Illumination	110v Swing out Light	\$ 415.94	\$ 28.70	\$ 407.62
	12v Handheld spotlight	\$ 372.15	\$ 25.68	\$ 364.71
	Cabinet lights	\$ 946.81	\$ 65.33	\$ 927.87
	Cabinet lights for Transit, Dodge or Sprinter	\$ 946.81	\$ 65.33	\$ 927.87
Utility	Cable reel slide Swivel	\$ 1,992.12	\$ 137.46	\$ 1,952.28
	Stackable SAT Reel Support Frame	\$ 809.98	\$ 55.89	\$ 793.78
	Sink	\$ 2,298.60	\$ 158.60	\$ 2,252.63
	Pedestal Crane	\$ 7,662.01	\$ 528.68	\$ 7,508.77
	Lifting Aid	\$ 5,297.73	\$ 365.54	\$ 5,191.78
	Bumper Drawer	\$ 3,283.72	\$ 226.58	\$ 3,218.05
	Bedslide	\$ 2,944.40	\$ 203.16	\$ 2,885.51
	Pocket Door	\$ 1,619.97	\$ 111.78	\$ 1,587.57
	Air compressor	\$ 788.09	\$ 54.38	\$ 772.33
	Magnetic tool holders	\$ 207.97	\$ 14.35	\$ 203.81
Chassis	Insulation	\$ 1,532.40	\$ 105.74	\$ 1,501.75
	Upgrade to 16' Aluminum Cutaway Box	\$ 1,149.30	\$ 79.30	\$ 1,126.32
	Upgrade to 16' Aluminum Dry Freight Box	\$ 1,149.30	\$ 79.30	\$ 1,126.32
	Roll-up rear door	\$ 700.53	\$ 48.34	\$ 686.52
	Upgrade to Onan 5.5 gas generator w/alum. Enclosure	\$ 5,866.91	\$ 404.82	\$ 5,749.57
	Underbody Generator Mount	\$ 689.58	\$ 47.58	\$ 675.79
Power	Upgrade to 7.0kw Onan generator	\$ 3,546.42	\$ 244.70	\$ 3,475.49
	UPS	\$ 2,068.74	\$ 142.74	\$ 2,027.37
	External genset Box	\$ 2,035.91	\$ 140.48	\$ 1,995.19
Storage	Quick View Brackets	\$ 328.37	\$ 22.66	\$ 321.80
	Verisight Brackets	\$ 328.37	\$ 22.66	\$ 321.80
Comfort	Wall mount Heater	\$ 459.72	\$ 31.72	\$ 450.53
	Rear awning	\$ 3,283.72	\$ 226.58	\$ 3,218.05
	RVX doggie door	\$ 1,149.30	\$ 79.30	\$ 1,126.32

		List Price	2% Discount	MA2897
QL-6-Sleeve	High-grade steel sleeve DN150 L 400 mm w EPDM-rubber seal DN150	\$ 628.54	\$ 43.37	\$ 615.97
QL-6-Sleeve-1 Flare	High-grade steel sleeve DN150 L 400 mm w EPDM-rubber seal DN150 w 1 Flare	\$ 628.54	\$ 43.37	\$ 615.97
QL-6-Sleeve-2 Flare	High-grade steel sleeve DN150 L 400 mm w EPDM-rubber seal DN150 w 2 Flares	\$ 628.54	\$ 43.37	\$ 615.97
QL-8-Sleeve	High-grade steel sleeve DN200 L 400 mm w EPDM-rubber seal DN200	\$ 682.51	\$ 47.09	\$ 668.86
QL-8-Sleeve-1 Flare	High-grade steel sleeve DN200 L 400 mm w EPDM-rubber seal DN200 with 1 Flare	\$ 682.51	\$ 47.09	\$ 668.86
QL-8-Sleeve-2 Flare	High-grade steel sleeve DN200 L 400 mm w EPDM-rubber seal DN200 with 2 Flares	\$ 682.51	\$ 47.09	\$ 668.86
QL-10-Sleeve	High-grade steel sleeve DN250 L 400 mm w EPDM-rubber seal DN250	\$ 766.48	\$ 52.89	\$ 751.15
QL-10-Sleeve-1 Flare	High-grade steel sleeve DN250 L 400 mm w EPDM-rubber seal DN250 w 1 Flare	\$ 766.48	\$ 52.89	\$ 751.15
QL-10-Sleeve-2 Flare	High-grade steel sleeve DN250 L 400 mm w EPDM-rubber seal DN250 w 2 Flares	\$ 766.48	\$ 52.89	\$ 751.15
QL-12-Sleeve	High-grade steel sleeve DN300 L 400 mm w EPDM-rubber seal DN300	\$ 834.85	\$ 57.60	\$ 818.15
QL-12-Sleeve-1 Flare	High-grade steel sleeve DN300 L 400 mm w EPDM-rubber seal DN300 w 1 Flare	\$ 834.85	\$ 57.60	\$ 818.15
QL-12-Sleeve-2 Flare	High-grade steel sleeve DN300 L 400 mm w EPDM-rubber seal DN300 w 2 Flares	\$ 834.85	\$ 57.60	\$ 818.15
QL-14-Sleeve	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350	\$ 921.22	\$ 63.56	\$ 902.79
QL-14-Sleeve-1 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w 1 Flare	\$ 921.22	\$ 63.56	\$ 902.79
QL-14-Sleeve-2 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w 2 Flares	\$ 921.22	\$ 63.56	\$ 902.79
QL-16-Sleeve	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400	\$ 1,000.39	\$ 69.03	\$ 980.38
QL-16-Sleeve-1 Flare	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400 w 1 Flare	\$ 1,000.39	\$ 69.03	\$ 980.38
QL-16-Sleeve-2 Flare	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400 w 2 Flares	\$ 1,000.39	\$ 69.03	\$ 980.38
QL-18-Sleeve	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-18-Sleeve-1 Flare	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450 w 1 Flare	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-18-Sleeve-2 Flare	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450 w 2 Flares	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-20-Sleeve	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-20-Sleeve-1 Flare	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500 w 1 Flare	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-24-Sleeve	High-grade steel sleeve DN600 L 500 mm w EPDM-rubber seal DN600	\$ 1,428.61	\$ 98.57	\$ 1,400.04
QL-24-Sleeve-1 Flare	High-grade steel sleeve DN600 L 500 mm w EPDM-rubber seal DN600 w 1 Flare	\$ 1,428.61	\$ 98.57	\$ 1,400.04
QL-28-Sleeve	High-grade steel sleeve DN700 L 500 mm w EPDM-rubber seal DN700	\$ 1,634.92	\$ 112.81	\$ 1,602.22
QL-28-Sleeve-1 Flare	High-grade steel sleeve DN700 L 500 mm w EPDM-rubber seal DN700 w 1 Flare	\$ 1,634.92	\$ 112.81	\$ 1,602.22
QL-36-Sleeve-Big	High-grade steel sleeve DN900 L=200mm, 2 parts w EPDM DN900	\$ 2,144.71	\$ 147.98	\$ 2,101.82
End Sleeves				
QL-6-End Sleeve	High-grade steel sleeve DN150 L=250mm w EPDM rubber seal DN150	\$ 567.37	\$ 39.15	\$ 556.02
QL-8-End Sleeve	High-grade steel sleeve DN200 L=250mm w EPDM rubber seal DN200	\$ 606.94	\$ 41.88	\$ 594.81
QL-10-End Sleeve	High-grade steel sleeve DN250 L=250mm w EPDM rubber seal DN250	\$ 656.13	\$ 45.27	\$ 643.01
QL-12-End Sleeve	High-grade steel sleeve DN300 L=250mm w EPDM rubber seal DN300	\$ 717.31	\$ 49.49	\$ 702.96
QL-14-End Sleeve	High-grade steel sleeve DN350 L=250mm w EPDM rubber seal DN350	\$ 796.46	\$ 54.96	\$ 780.54
QL-16-End Sleeve	High-grade steel sleeve DN400 L=250mm w EPDM rubber seal DN400	\$ 917.62	\$ 63.32	\$ 899.27
QL-18-End Sleeve	High-grade steel sleeve DN450 L=300mm w EPDM rubber seal DN450	\$ 1,075.95	\$ 74.24	\$ 1,054.43
QL-20-End Sleeve	High-grade steel sleeve DN500 L=300mm w EPDM rubber seal DN500	\$ 1,132.33	\$ 78.13	\$ 1,109.69



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: February 20, 2024

SUBJECT: Business Sponsorships for City Events Discussion

SUBMITTED BY: Erinn Summers, Project and Policy Manager

SUMMARY:

Midvale City has not regularly sought out sponsorships from businesses for city-run events. Currently, Midvale City Code does not prohibit private sponsorships, however, Midvale City Staff are required to come before the City Council prior to the acceptance of each monetary or in-kind donation.

This year, the Harvest Days Festival Committee would like to pursue sponsorships to enhance the offerings at the Harvest Days Festival, without additional cost to the taxpayers. This also gives Midvale businesses an opportunity to actively engage in the Harvest Days Festival, of which businesses have requested more ways to participate. The request to sponsor events has been growing for many of Midvale's city-run events, as well as throughout the valley. Many municipalities have adopted policies or procedures to allow for event sponsorships.

In reviewing how sponsorships could be beneficial to Midvale, and researching how other communities have approached sponsorships, Midvale City staff is interested in developing a sponsorship policy for city-run events. Staff are preparing a process that would authorize the City Manager to consider and accept sponsorships that are under \$5,000 in value and limited to funding specific activities or purchases for an event. This process would include:

- ensuring the sponsorship would meet the interest and values of the City,
- the approval of the specific activities or items being sponsored,
- acknowledgement of the sponsorship,
- reciprocity, and
- criteria for the dissolution of sponsorship.

Staff will provide additional information regarding the proposed event sponsorship policy during the meeting and will be prepared to discuss options with City Council.

CITIZEN AGENDA SUMMARY:

The City Council will discuss formalizing a process to allow the City Manager to accept sponsorships under \$5000 from local businesses for city-run events on behalf of Midvale City.



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: February 20, 2024

ITEM TYPE: Discussion

SUBJECT: Consider Amendments to Chapter 9.32.090 of the Midvale Municipal Code Regarding Alcoholic Beverages in Public Parks and Public Places.

SUBMITTED BY: Kate Andrus, RDA Program Manager

CITIZEN'S AGENDA SUMMARY: City Council will discuss an amendment to Chapter 9.32.090 of the Midvale Municipal code, which would provide a framework for allowing alcohol consumption in public parks and places under certain condition and requirements.

SUMMARY:

Attached is a redline copy of the Midvale City Municipal Code containing proposed amendments that modify the existing regulations concerning the consumption of alcoholic beverages in public parks and public places. Currently, Code 9.32.090 prohibits the consumption and possession of alcohol on all public property and public right of ways. The catalyst for this code amendment include the recent ability for restaurant and entertainment businesses on Midvale Main to enter use agreements for the use of bulb outs and other publicly owned property on Midvale Main to enable outdoor dining. This amendment would allow those businesses with appropriate liquor licenses to serve alcohol in these leased areas. In addition, it will provide the opportunity for events to host beer gardens or other related activities. This will be pivotal in activating Midvale Main through events, creating a controlled environment for the consumption of alcohol when appropriate for the event.

The proposed amendment follows models adopted by similar cities, including Salt Lake City, Ogden, Park City, and Moab. This amendment aims to provide a framework for allowing alcohol consumption in public parks and public places under the following conditions and requirements:

1. **Approved Site Plan Requirement:** The proposed amendment allows the consumption and possession of alcoholic beverages in specified public areas if the location is included in an approved site plan filed with the City by a licensee.
2. **Compliance with State and Local Regulations:** The amendment specifies that any licensee wishing to allow alcohol consumption must adhere to all state and local regulations related to the sale and distribution of alcoholic beverages.

If approved, this proposed code amendment will enable certain permitted events and businesses to serve, sell, and allow the consumption of alcohol on City-owned property. This will only be allowed under the conditions and requirements stated above.

City staff believes that the proposed code amendment provides an approach that allows for controlled and regulated alcohol consumption within specific public areas. It offers potential benefits for local businesses and events while maintaining public safety and adherence to both state and city regulations.

PLAN COMPLIANCE: N/A

FISCAL IMPACT: N/A

STAFF RECOMMENDATION:N/A

Attachments:

Redlined Chapter 9.32.090 Alcoholic beverages in public parks and public places.

9.32.090 Alcoholic beverages in public parks and public places.

A. Definitions

1. “Public park,” as contained in this Section, includes all parks owned and maintained by the City and all public school grounds and public playgrounds insofar as they are under the jurisdiction and control of the City.
2. “Alcoholic beverage” has the same definition as that found in Utah Code § 32B-1-102(3) (1953, as amended).

B. Except as provided in Subsection (C), it is unlawful for any person to consume beer or any alcoholic beverage or to have in his possession possess any beer or alcoholic beverage, except in a sealed container, within any public place, public park, public building, stadium, street, alley, sidewalk, or roadway located within the corporate limits of the cityCity. -

~~B. The term “public park,” as contained in this section, shall includes all parks owned and maintained by the city and all public school grounds and public playgrounds insofar as they same are under the jurisdiction and control of the city government.~~

~~“Alcoholic beverage” has the same definition as that found in Utah Code § 32B-1-102(3) (1953, as amended).~~

C. ~~It is not a violation of this section~~An individual may consume an alcoholic beverage or possess an alcoholic beverage in an unsealed container within a public place, public park, public building, stadium, street, alley, sidewalk, or roadway located within the corporate limits of the City if:

1. ~~-~~The location of the consumption or possession of alcoholthe alcoholic beverage is found within thean approved site plan filed with the City by a licensee in accordance with Midvale Municipal Code 5.10.040(B)(3); and
2. The licensee has complied with all state and local regulations governing the sale and distribution of alcoholic beverages.~~It is unlawful for any person to drink any intoxicating liquor of any kind or to be under the influence of an intoxicating liquor, a controlled substance, or of any substance having the property of releasing toxic vapors in any public place, public building, stadium, street, alley, sidewalk, roadway or in or upon any vehicle commonly used for the transportation of passengers within the corporate limits of the city.~~

D. Violation of this ~~section~~Section is a class C misdemeanor.