



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

MIDVALE CITY COUNCIL REGULAR MEETING AGENDA MAY 21, 2024

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **21st day of May 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 May 20th 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

- Craft Lake City – *[Meggie Troili, RDA Project Manager]*

6:30 PM - REGULAR MEETING

I. GENERAL BUSINESS

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Unified Police Department Report *[Chief Randy Thomas]*

II. PUBLIC COMMENTS

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

III. MAYOR REPORT

- A. Mayor Marcus Stevenson

IV. COUNCIL REPORTS

- A. Council Member Bonnie Billings
- B. Council Member Paul Glover
- C. Council Member Heidi Robinson
- D. Council Member Bryant Brown
- E. Council Member Dustin Gettel

V. CITY MANAGER REPORT

- A. Matt Dahl

VI. PUBLIC HEARINGS

- A. Receive Public Comments regarding Amending Section 16.02.050.E of the Midvale Municipal Code related to Private Street Design Standards ***[Adam Olsen, Community Development Director]***

ACTION: Consider Ordinance No. 2024-O-13 Amending Section 16.02.050.E of the Midvale Municipal Code related to Private Street Standards

- B. Consider Rezone Request to Change the Zoning from Clean Industrial (CI) to Main Street Form Based Code (MS-FBC) on the following Parcels: 7413 S Main St., 7409 S Main St., 7407 S Main St., 7397 S Main St., and 669 W Eighth Ave. ***[Elizabeth Arnold, Senior Planner]***

ACTION: Consider Ordinance No. 2024-O-14 Authorizing a Zone Map Amendment for Approximately 0.84 Acres located at 7413 S Main St., 7409 S Main St., 7407 S Main St., 7397 S Main St., and 669 W Eighth Ave. from Clean Industrial to Main Street Form Based Code.

- C. Receive Public Comments Regarding the FY 2025 Midvale City Adopted Tentative Budget beginning July 1, 2024 and ending June 30, 2025 - ***[Mariah Hill, Administrative Services Director]***

VII. CONSENT

- A. Declare Surplus Property ***[Glen Kennedy, Public Works Director]***

VIII. ACTION ITEMS

- A. Consider **Resolution No. 2024-R-26** Authorizing the Mayor to sign a Service Agreement with Markable Technologies, Inc., dba ZipFlow for a Community Development software ***[Adam Olsen, Community Development Director]***
- B. Consider **Resolution No. 2024-R-27** Adopting the Midvale Comprehensive Emergency Management Plan (CEMP) ***[Brad Jewett, Emergency Management Planner]***
- C. Consider **Resolution No. 2024-R-28** Authorizing the adoption of an agreement between Midvale City and the Redevelopment Agency of Midvale City for the design, installation, and maintenance of a mural and approval of Mural Artist recommendation ***[Cody Hill, Economic Development Manager]***

IX. DISCUSSION ITEM

- A. Discuss an Agreement with Noland and Sons Construction for water line replacement on High Tech Drive and Center Street – ***[Glen Kennedy, Public Works Director]***

X. 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.

XI. ADJOURN

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

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City's website at 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: MAY 16, 2024

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



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www.MidvaleCity.org

MIDVALE CITY COUNCIL STAFF REPORT 5/21/2024

SUBJECT

Consider Ordinance No. 2024-O-13 amending Section 16.02.050.E of Midvale Municipal Code related to Private Street Design Standards.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

Private streets in Midvale require a right-of-way width of 35' (20' pavement width). Public streets require a right-of-way width of 50' (25' pavement width). Sidewalks may be placed on one side or both sides of a private street, whereas, on a public street, they must be placed on both sides. Private streets have been proposed and approved for various infill developments throughout the City.

Staff has recommended amending private street standards to match public street standards. This does not remove the option to provide private streets; rather, it requires private streets to match public street standards. This ensures that if private streets are one day turned over to the City—upkeep cost for property owners, for example—the City can more easily take over maintenance responsibilities.

The item was discussed at the April 10th Planning Commission meeting. Many Planning Commissioners felt the current reduced-width standards for private streets should remain, as it allows greater flexibility for infill development. However, they also understood staffs concern that if the City takes over private streets in a development, having those streets constructed to public street standards would ensure a more smooth transition. The Planning Commission recommended denial of the proposed ordinance to amend Private Street Design Standards to match those of public streets.

The City Council discussed the item at their May 7th meeting. Rather than amending the Code to require private streets to adhere to public street standards, a majority of Council felt a policy should be put in place, stating the City will not consider maintenance or ownership of private streets unless those streets can be brought to public street standards. This allows continued ability for development with private streets while setting a clear policy outlining the procedure for any transfer request.

-AMENDMENTS TO THE ZONING CODE OR MAP-

Midvale City Code 17-3-1 outlines the criteria necessary for amendments to the zoning code or map (Staff responses in **bold**):

17-3-1.E Amendments to the Zoning Code or Map.

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

Response: The request is not for a rezone; rather, an amendment that requires new private streets to meet public street design standards.

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

Response: This criterion is not applicable.

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

Response: This criterion is not applicable.

STAFF RECOMMENDATION

Approval of the amendment. However, staff understands Council's direction of creating a policy to address transfer requests of private streets to the City for maintenance and ownership.

RECOMMENDED MOTION

I move that we approve/deny Ordinance No. 2024-O-13 to amend Midvale Municipal Code Section 16.02.050.E related to Private Street Design Standards.

ATTACHMENT

Ordinance No. 2024-O-13

ORDINANCE NO. 2024-O-13

AN ORDINANCE AMENDING SECTION 16.02.050.E RELATING TO PRIVATE STREET DESIGN STANDARDS OF THE MIDVALE CITY MUNICIPAL CODE.

WHEREAS, pursuant to Utah Code Annotated Sections 10-8-84 and 10-9a-501 through 10-9a-503, Midvale City (“the City”) has authority to make and amend any regulation of or within zoning districts or any other provision of the land use ordinance to promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the municipality; and

WHEREAS, on January 2, 2002, the Midvale City Zoning Ordinance, Title 17 of the Midvale City Municipal Code (the “Code”), became effective and is subject to amendments from time to time pursuant to Section 17-3-1 the Code; and

WHEREAS, pursuant to Section 16-04-010 of the Code, the City desires to promote the protection of public health, life and safety; protect the character and social and economic stability of all parts of the city; protect and preserve the value of land throughout the municipality; guide public and private policy and action; establish responsible standards; prevent pollution and degradation of air, streams, and ponds; preserve the natural beauty and topography; and provide for open spaces through the most effect design and layout of the land;

WHEREAS, pursuant to Section 17-1-1 of the Code, the City desires to promote coordinated development, redevelopment, effective use of land, and site planning; protect and promote public safety, health, and general welfare by providing adequate light and air, water and sewage control, police, fire and wetlands protection; and secure economy in governmental expenditures; and

WHEREAS, the City desires to amend Section 16.02.050.E relating to Private Street Design Standards; and

WHEREAS, the Planning Commission held a public hearing on April 10, 2024, to review the request for amendment and, after considering all the information received, made a recommendation to deny the amendment request to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on May 21, 2024 and

WHEREAS, after taking into consideration citizen testimony, planning analysis, and the Planning Commission’s recommendation as part of its deliberations, the City Council finds it is appropriate and within the best interest of the City to make changes to the Code.

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

Section 1. The following sections of the Midvale City Municipal Code are hereby

amended as included in the following attachments to this document:

- Attachment A: Amending Section 16.02.050.E relating to Private Street Design Standards.

Section 2. This ordinance shall take effect upon the date of first publication.

PASSED AND APPROVED this 21st day of May, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council
Bonnie Billings
Paul Glover
Heidi Robinson
Bryant Brown
Dustin Gettel

“Aye”

“Nay”

Date of first publication: _____

Attachment A:

16.02.050 Design standards.

E. *Private Streets*. The applicant may propose private streets within the subdivision so long as the proposed street(s) match the standard right-of-way and cross section of a public street as provided in Title 18. ~~include a right-of-way width of thirty-five feet, with twenty feet of pavement installed to city specifications and fire code, two and one-half feet of curb and gutter on each side and either a five-foot sidewalk adjacent to the curb on both sides or a four-foot sidewalk and a five-foot park strip on one side.~~



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MIDVALE CITY COUNCIL STAFF REPORT 5/21/2024

SUBJECT

Consider Ordinance 2024-O-14, to change the zoning from Clean Industrial (CI) to Main Street Form Based Code (MS-FBC) on the following Parcels: 7413 S Main St., 7409 S Main St., 7407 S Main St., 7397 S Main St., and 669 W Eighth Ave.

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND ANALYSIS

As Midvale Main Street has developed, staff feels that it would be appropriate to continue the MS-FBC zoning further north to include the entirety of Main Street.

Midvale City Code 17-3-1(E.) outlines the criteria necessary for granting a rezone as follows:

17-3-1 Criteria/Required Findings. ...rezoning of land is to be discouraged and allowed only under the limited circumstances herein described. Therefore, the planning commission may recommend, and the city council may grant, a rezoning application only if it determines, in written findings, that the proposed rezoning is consistent with the policies and goals of the general plan and that the applicant has demonstrated that the:

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

The proposed rezone request satisfies #3 listed above – it recognizes the change in character of the area and will continue the MS-FBC further north so it covers the entirety of Main Street.

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

STAFF RECOMMENDATION

Staff recommends the City Council approve the rezone request with the following findings:

1. The request complies with the rezone procedure outlined in Midvale City Code 17-3-1(E).

Planning Commission Recommendation

The Planning Commission unanimously recommended approval of the rezone.

RECOMMENDED MOTION

“I move that we approve Ordinance 2024-O-14 rezoning the following parcels from Clean Industrial to Main Street Form Based Code: 7413 S Main St, 7409 S Main St, 7407 S Main St, 7397 S Main St, and 669 W Eighth Ave, as provided in the attachments, with the findings included in the staff report.”

ATTACHMENTS

1. Ordinance 2024-O-14

ORDINANCE NO. 2024-O-14

AN ORDINANCE REZONING APPROXIMATELY 0.84 ACRES OF A PROPERTIES LOCATED AT 7413 S MAIN ST, 7409 S MAIN ST, 7407 S MAIN ST, 7397 S MAIN ST, AND 669 W EIGHTH AVE FROM THE CLEAN INDUSTRIAL (CI) ZONE TO THE MAIN STREET FORM BASED CODE (MS-FBC) ZONE.

WHEREAS, pursuant to Utah Code Annotated Sections 10-9a-501 through 10-9a-503, Midvale City (“the City”) has authority to make and amend a zoning plan which divides the City into zoning districts and within those districts to regulate the erection, construction, reconstruction, alteration, and uses of buildings and structures and the uses of land; and

WHEREAS, a request has been made for a change of zoning on the property described in Exhibit A; and

WHEREAS, the Planning Commission held a public hearing on April 24, 2024 to review the request for rezone and, after considering all of the information received, made a recommendation to approve the rezone request thereon to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on May 21, 2024 and approved the rezone request; and

WHEREAS, after taking into consideration citizen testimony, planning and demographic data, the desires of the owners of the property, and the Planning Commission’s recommendation as part of its deliberations, the City Council determined the following:

1. The project complies with the rezone procedure outlined in Midvale City Code 17-3-1(E).

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

Section 1. The zoning ordinance, which sets forth the zone districts within Midvale City which portion of the said zoning ordinance is established by a zoning map, is hereby amended as follows:

The properties described in Exhibit A attached hereto and by this reference made a part hereof, which properties are located at approximately 7413 S Main St, 7409 S Main St, 7407 S Main St, 7397 S Main St, and 669 W Eighth Ave., Midvale, Utah, and are currently zoned Clean Industrial (CI), shall be zoned Main Street Form Based Code (MS-FBC).

ZONING PRIOR TO EFFECTIVE DATE OF THIS ORDINANCE:

Clean Industrial (CI)

ZONING AFTER EFFECTIVE DATE OF THIS ORDINANCE:

Main Street Form Based Code (MS-FBC)

Section 2. This ordinance shall take effect immediately.

PASSED AND APPROVED this ____ day of _____, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

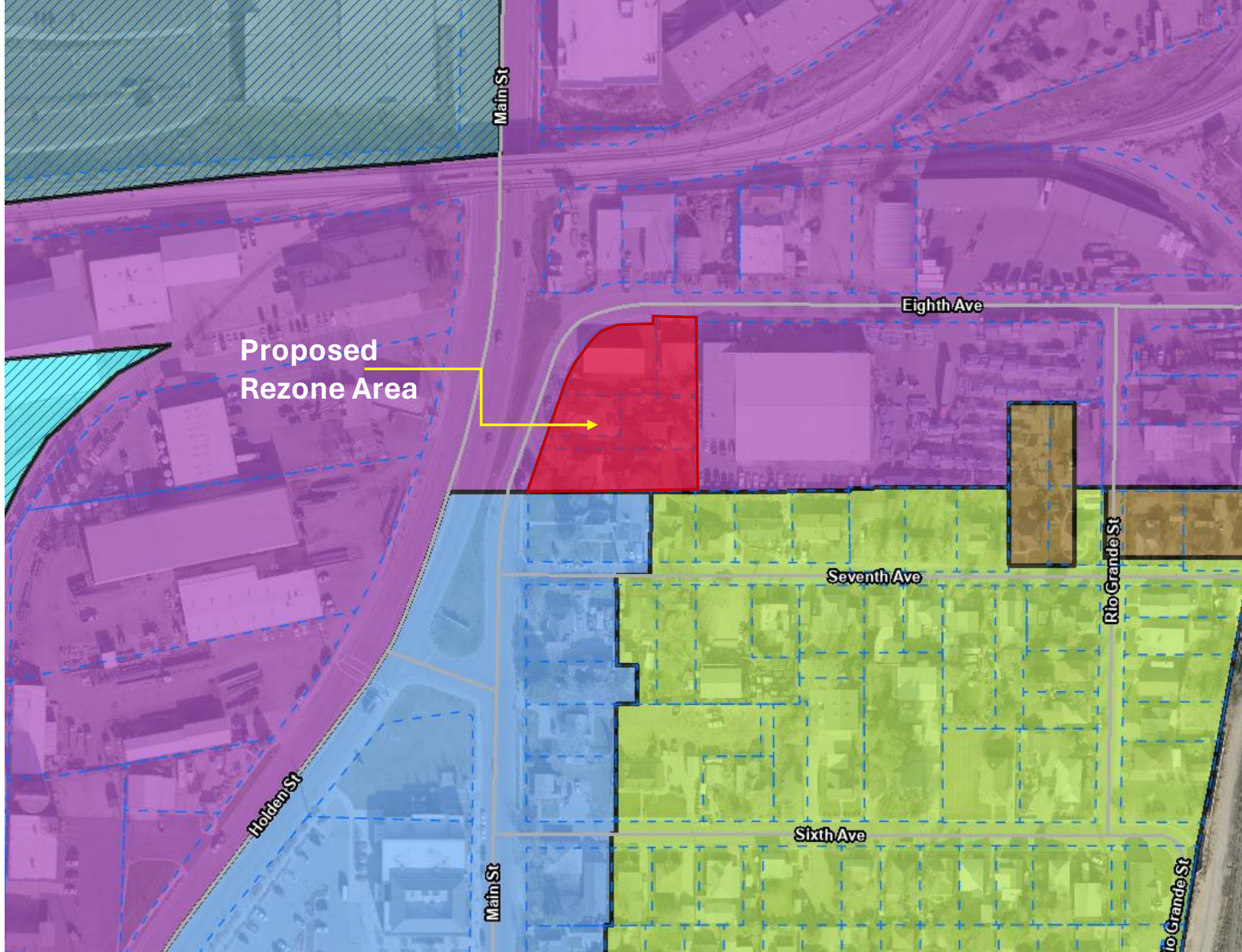
Voting by City Council
Bonnie Billings
Paul Glover
Heidi Robinson
Bryant Brown
Dustin Gettel

“Aye”

“Nay”

Date of first publication: _____

Attachment A:



**Proposed
Rezoning Area**

Main St

Eighth Ave

Seventh Ave

Sixth Ave

Holden St

Main St

Rio Grande St

Rio Grande St



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 21, 2024

ITEM TYPE: Public Hearing

SUBJECT: Receive Public Comment on the Midvale City Tentative Fiscal Year 2025 Budget beginning July 1, 2024 and ending June 30, 2025.

SUBMITTED BY: Mariah Hill, Administrative Services Director

TENTATIVE BUDGET SUMMARY:

Staff has prepared a tentative budget, which was presented to and adopted by the Council on May 7, 2023. This item is to hear public comment on the tentative budget. The budget is also available on the Midvale City website at:

https://midvale.utah.gov/government/departments/administrative_services/finance.

PLAN COMPLIANCE: N/A

FISCAL IMPACT

Fiscal impacts are detailed in the tentative budget.

STAFF'S RECOMMENDATION AND MOTION:

This item is for public comment only.

ATTACHMENTS:

FY2025 Midvale City Tentative Budget



Fiscal Year 2024-2025

Midvale City, Utah

Tentative Budget



July 1, 2024 to June 30, 2025

Midvale City, Utah

Tentative Budget

Fiscal Year 2024-2025

Prepared by:
Midvale City Administration
7505 S Holden St
Midvale, UT 84047-7180



Table of Contents

INTRODUCTION	1
Elected Officials and City Leadership Team	2
City-Wide Organizational Chart	3
City Manager’s Budget Message.....	4
 BUDGET AND FINANCIAL OVERVIEW	 6
Budget Process	7
Financial Structure.....	9
Fund and Operational Department Relationship.....	10
Fund Types and Descriptions	11
Financial Policies.....	12
 GENERAL FUND BUDGETS	 22
General Fund Summary	23
General Fund Financing Sources	24
Mayor and City Council.....	26
Administration.....	28
City Attorney	30
City Recorder.....	32
Human Resources.....	34
Employee Services	36
Communications.....	37
Harvest Days.....	39
Community & Intergovernmental Relations.....	40
Public Safety	42
Non-Departmental	43
Contributions.....	44
Administrative Services	
Administration	46
Finance	47
Information Technology.....	49
Justice Court	51
Public Works	
Administration	55
Streets	56
Facilities	59
Parks and Cemetery	61

Table of Contents

GENERAL FUND CONTINUED

Community Development	
Administration	64
Planning and Zoning.....	66
Engineering.....	68
Code Enforcement	70
Building Inspection.....	71

DEBT SERVICE FUND..... 72

SPECIAL REVENUE FUNDS (APPROVED JUNE 16, 2020) 74

Redevelopment Agency (Resolution 2020-09RDA)	
Operations.....	75
Bingham Junction Project Area	77
Jordan Bluffs Project Area	79
Main Street Project Area.....	80
City-Wide Housing	81
Municipal Building Authority (Resolution 2020-02MBA)	82

CAPITAL PROJECT FUND..... 83

ENTERPRISE FUNDS 85

Water	86
Sewer	90
Storm Water.....	94
Sanitation	97
Street Lighting	99
Telecommunications	101

INTERNAL SERVICE FUNDS 102

Information Technology	103
Fleet	106

Introduction



Elected Officials and Leadership Team

Elected Officials



Mayor
Marcus Stevenson



Councilmember
Bonnie Billings
District 1



Councilmember
Paul Glover
District 2



Councilmember
Heidi Robinson
District 3



Councilmember
Bryant Brown
District 4

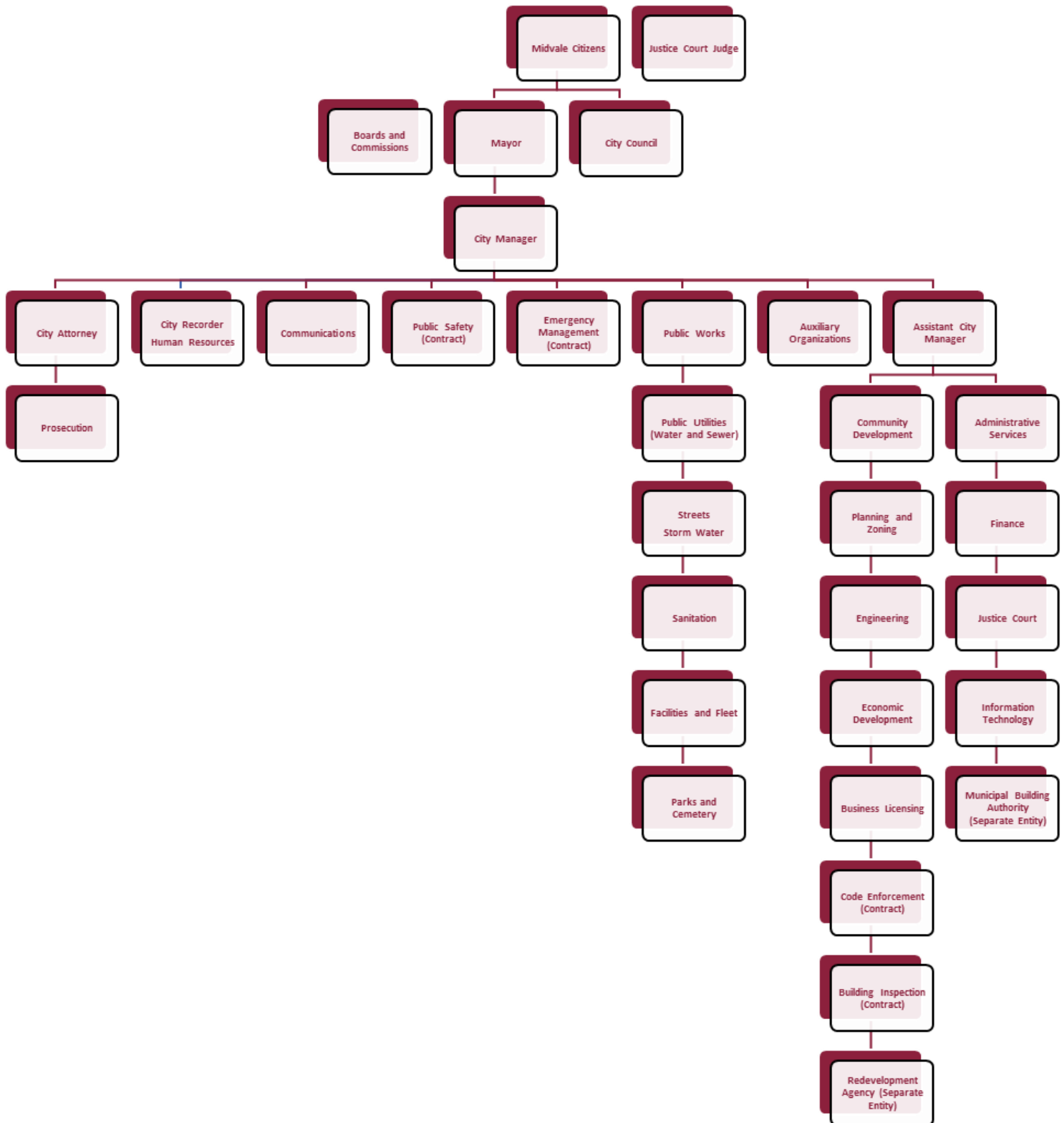


Councilmember
Dustin Gettel
District 5

Leadership Team

City Manager	Matt Dahl
Assistant City Manager.....	Nate Rockwood
City Attorney	Garrett Wilcox
City Recorder/HR Director	Rori Andreason
Communications Director.....	Laura Magness
Public Works Director.....	Glen Kennedy
Community Development Director	Adam Olsen
Administrative Services Director	Mariah Hill

Organizational Chart



City Manager's Budget Message



OVERVIEW

I am presenting the Midvale City Corporation budgets for Fiscal Year 2025 for your consideration, in compliance with Utah Code Annotated (UCA) Title 10-6-111. This message, along with the accompanying budget book, provides a detailed explanation of the City's

financial policies and projections for revenue and expenditures for the upcoming fiscal year. These budgets were developed by Midvale City management and staff, drawing on the best available information on ongoing and one-time revenues, as well as expenditure projections from Fiscal Year 2024.

The annual budget serves as a strategic tool that reflects the City's values, guides operations, and allocates resources, considering past, present, and future needs. It is crafted based on a year's worth of data, public input, policymaker priorities, regulatory changes, and strategic plans, all aimed at balancing the aspirations of the community with resource and regulatory constraints.

The post-pandemic economy has brought new uncertainties to budget planning. Despite expectations of a recession since 2020, the anticipated downturn did not materialize; instead, business cycles have shifted, suggesting a new normal. Given these uncertainties, Midvale City has approached the annual budgeting process with caution—limiting funding requests, restructuring departmental budgets, and employing conservative revenue growth estimates. This cautious approach, alongside Midvale's resilient economy, has enabled the City to maintain service levels and continue significant capital projects. However, persistent inflation and rising interest rates are beginning to impact our primary revenue source, sales tax. After initially seeing double-digit increases post-pandemic, sales tax growth slowed in 2024 and is expected to increase by only 1% in Fiscal Year 2025, contributing to an overall projected revenue growth of \$813,424. We are also contending with increased expenses due

to aging infrastructure, employee retention challenges, rising service demands, and inflationary pressures. As of March 2023, the Consumer Price Index for the Western Region stood at 3.6%, above the Federal Reserve's 2% inflation target, and the Prime Interest Rate is at 8.5%.

EMPLOYEE RETENTION

As both the public and private sectors compete for talented and experienced staff, Midvale City recognizes that our greatest asset is our highly trained and dedicated workforce. To remain competitive in the market and support the needs of our employees, the budget proposes a 3% cost of living adjustment and a 2% merit increase for all employees, at a cost of approximately \$175,000 to the General Fund. Additionally, wage adjustments for four employees are included, costing an additional \$27,740.

LAW ENFORCEMENT

The most substantial budget increase is attributed to the Unified Police Department (UPD), with Midvale's service fee set to rise by \$1,780,272 due to the effects of House Bill 374 (HB374), enacted in 2023. HB374 led to the removal of the Salt Lake County Sheriff as CEO of UPD and prompted Salt Lake County's withdrawal from the organization, reducing the number of members contributing to shared services and increasing costs for the remaining members. Despite these challenges, UPD has actively sought cost-saving measures to reduce the overall financial impact on its members, while also working to maintain the high level of law enforcement service our community expects.

FISCAL OUTLOOK AND PROPOSALS

Overall, the non-law enforcement cost increase to the General Fund was well within the revenue projections for Fiscal Year 2025. Unfortunately, the law enforcement increase alone exceeds the \$806,201 in new revenue projected for Fiscal Year 2025. In order to balance the General Fund and cover the increase in the UPD member fee we are proposing a 32% property tax increase. This increase would result in approximately a \$69 annual increase in property taxes for an average home in Midvale. A property tax increase would allow the city to fund the anticipated expenses

City Manager's Budget Message

through on-going revenue and limit the use of one-time funds (e.g., fund balance) for operations, which would exacerbate this year's fiscal challenges and push them to the future.

ENTERPRISE FUNDS

In addition to the General Fund, Midvale City operates several enterprise funds for specific services, funded through service fees. These funds include Water, Sewer, Storm Water, Street Lighting, Sanitation, and Telecommunications. Most of these funds are in strong financial condition and are expected to operate within their previously approved fee schedules. The exceptions are Sanitation, Street Lighting, and Storm Water.

The Sanitation Fund is anticipated to face cost increases related to fee increases from Midvale City's sanitation services providers. To cover these fee increases, staff is proposing a 4% increase in fees. This will increase the monthly residential fee for garbage service from \$12.11 to \$12.59 and recycling service from \$4.14 to \$4.31.

The Street Light Utility Fund collects street light user fees, which are used to pay debt service on the Series 2012 MBA Bond and street lighting expenses, such as electricity and maintenance. The bonds will be paid off in Fiscal Year 2024. Rather than letting the user fees expire, staff is proposing to retain the fees and use them to maintain and expand the current street lighting system.

Midvale's storm water system is antiquated and in need of significant repairs. Maintaining the system in its current condition is inefficient and labor intensive. During Fiscal Year 2024, the Storm Water Fund commenced a master plan and fee rate analysis with the goal of creating a strategy for upgrading the system and ensuring compliance with all state and federal regulations. The master plan will be completed in Fiscal Year 2025 and the focus of the division will be to implement its recommendations including an increase in user fees.

OTHER FUNDS

Midvale operates several additional, non-enterprise funds for various administrative purposes. These

funds include Internal Services, Debt Service, Capital Projects, and the Municipal Building Authority. These funds each have an operational or accounting purpose that is detailed in the budget document. These funds will not have significant changes in Fiscal Year 2025. However, of note this year is a significant increase in our Capital Project Fund budget. This increase includes revenue and expenditure projections for major projects including approximately \$1 million for sidewalk and street replacement, \$19 million for a new public works building, and approximately \$7 million for a Center Street Project. These projects will be funded in a variety of ways, including grants, bonds, fund balance, and sales tax.

PUBLIC ENGAGEMENT AND FEEDBACK

We will hold public hearings on the budget May 7 and May 21, 2024, to gather feedback and finalize the budget. Your contributions to this process have been invaluable, and I look forward to continuing our work together to set priorities for Fiscal Year 2025.

Thank you for your ongoing support. The Assistant City Manager, the Director of Administrative Services, and I are available to discuss any concerns or suggestions you might have.

Sincerely,



Matt Dahl
City Manager

Budget and Financial Overview



Budget Process

OVERVIEW

Midvale City's budget process complies with the Utah Fiscal Procedures Act. The City seeks to maintain budgetary control by monitoring monthly revenues and expenditures, and by holding each department responsible for costs incurred within budgeted limits. Financial information and reports are provided to the City Manager, department heads, department directors, department managers, and other City staff to assist them in monitoring expenditures and keeping expenditures within approved limits. In addition, the City Council is provided a monthly budget versus actual report. Transactions are uploaded to the state of Utah's transparency website quarterly as prescribed by state law. The fiscal year 2024-2025 budget was developed in compliance with state law and will be approved by the City Council after a public hearing is held. The tentative fiscal year 2024-2025 budget for each division, department, and fund includes actual expenditures for the past two years, the current year's anticipated revenues and expenditures, and the tentative budget for the upcoming fiscal year. The Fiscal Year 2024-2025 Tentative Budget was created after thoroughly reviewing policy issues related to the budget and proposals to assist the City in achieving program objectives for the upcoming year. The budget process is intended to provide an opportunity for public participation and full disclosure to the residents of Midvale City as to the intent of the City Council in funding the City's various programs and services.

BASIS OF BUDGETING

The City's proprietary funds (enterprise and internal service) are budgeted on a modified accrual basis, but reported in the City's Comprehensive Annual Financial Report (or basic financial statements) on a full accrual basis. On a modified accrual basis, revenues are recognized when susceptible to accrual

(measurable and available). "Measurable" means the amount of the transaction can be determined, and "available" means the amount is collectible within the current period or soon enough thereafter to be used to pay the liabilities for the current period. In a full accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. The City's internal monthly reporting for these funds is done on a modified accrual basis, with year-end adjustments to present statements on a full accrual basis for the ACFR (or basic financial statements). The major year-end adjustments include: Capitalizing fixed assets purchased during the year, reversing principal debt payments, recording depreciation, and recording developer contributions (donated infrastructure).

Fund Type	Accounting Basis	Budgeting Basis
General Fund	Modified Accrual	Modified Accrual
Special Revenue Funds	Modified Accrual	Modified Accrual
Capital Project Fund	Modified Accrual	Modified Accrual
Proprietary Funds	Full Accrual	Modified Accrual

BUDGET AMENDMENTS

Budget amendments are made only with the approval of the City Council upon recommendation by the Budget Officer (City Manager). Financial controls are intended to be a resource for effective financial management, rather than a barrier to achieving results that are consistent with the City's overall mission. At the same time, the City must comply with the Utah Fiscal Procedures Act and may not expend monies

Budget Process

in excess of those authorized by the City Council. The City Council has authority to transfer budget appropriations between individual departments of any budgetary fund. The Budget Officer (City Manager) has authority to transfer budget appropriations between line items within any department of any budgetary fund. Budgets may be amended throughout the fiscal year. The City Council may amend the budget after holding a public hearing, giving residents at least seven days notice. A copy of the proposed budget amendment shall be made available to residents for their review ten days before the public hearing.

BUDGET TIMELINE

The following are the procedures and timeline followed by the City in the budget process:

January February	Revenue projections for all funds are made after reviewing current budget year revenue collection trends, state of Utah revenue projections, and consultation with the Administrative Services Director, City Manager, and Department Heads.
February	Department Heads submit proposed budget requests to the Administrative Services Director.
February March	The City Manager, Assistant City Manager, and Administrative Services Director meet with each Department Head to review their proposed budgets and projects.
March or April	A retreat is held with the Mayor, City Council, City Manager, Assistant City Manager, Department Heads, and other key staff to outline priorities, goals, and initiatives for the upcoming budget year.

May

During the first City Council meeting in May, a tentative budget is presented to the City Council. The budget document includes the proposed amounts to be spent for operating needs of each department as well as capital needs for all fund types.

June-August

Assuming a property tax increase is not being proposed, on or before June 30, a balanced budget is adopted for the fiscal year beginning July 1 after a public hearing is held to receive input from the residents of Midvale City on all aspects of the proposed budget. The hearing is advertised in a local newspaper at least seven days before it is held, and budget documents are available for inspection at least ten days prior to the public hearing. In addition, the City Council adopts the Certified Tax Rate by June 22nd to be used by the City for property tax (assuming no proposed property tax increase).

If a property tax increase is being proposed, the City will adopt a proposed tax rate by June 22nd. The County Auditor must be notified of the tax increase proposal. Working with the County Auditor, the City will publish multiple advertisements regarding the proposed tax increase. Before September 1st, the City shall adopt a budget and property tax rate, and file a copy with the State Auditor's Office.

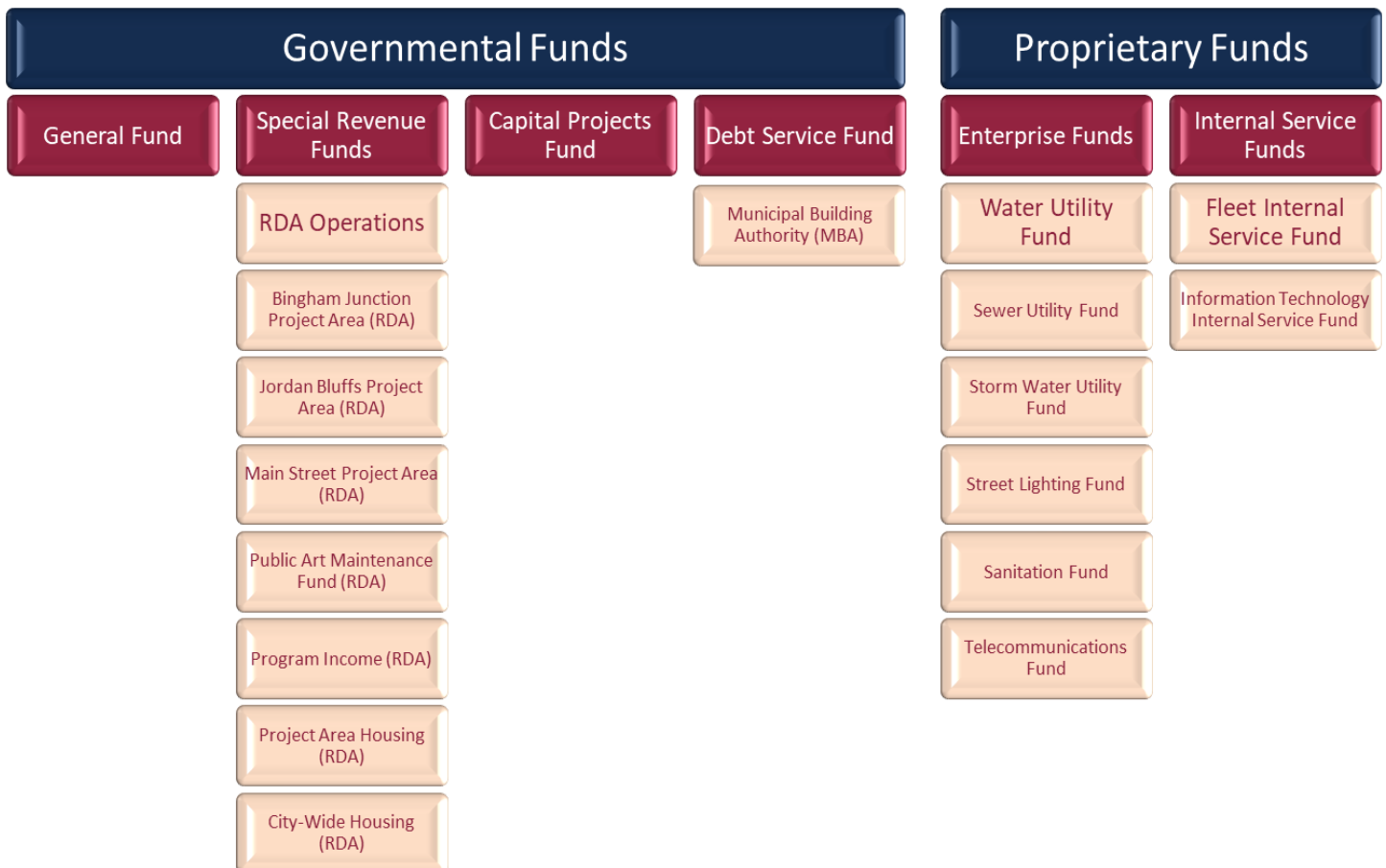
July-June

Budgetary control is maintained at the department level after the budget is approved by the City Council. The Budget Officer (City Manager) has the authority to transfer budget appropriations between individual line items within any department of any budgetary fund. All other amendments must be approved by the City Council after a public hearing.

Financial Structure

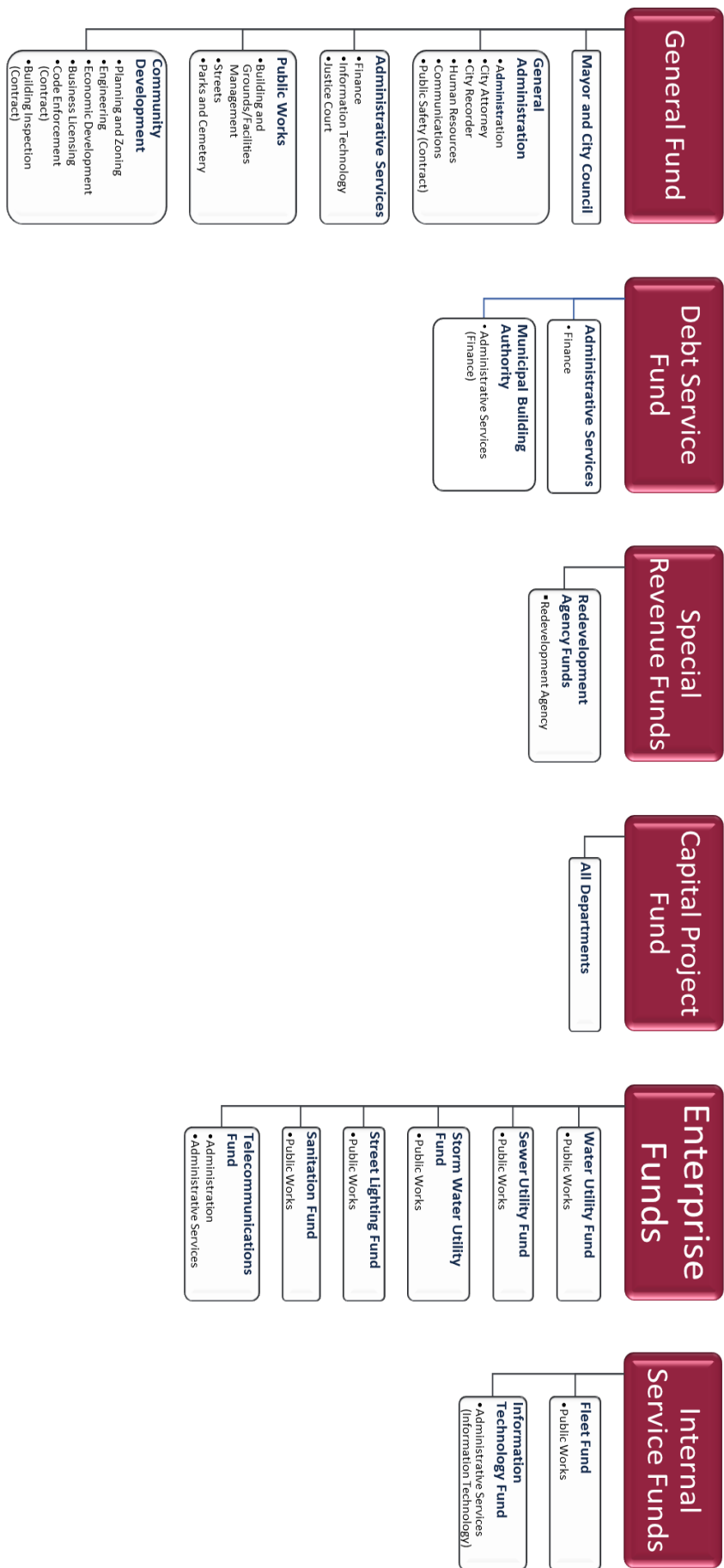
The City's departments are organized groups with similar functions or programs to manage operations more efficiently. The City's financial structure is organized into various funds within departments used for accounting and reporting. This provides a framework for the budget that is easier to understand. The majority of this document is organized by department to provide budgetary information.

The following is a graphical representation of the funds subject to appropriation that make up the City's financial structure:



On the following page is a chart showing the relationship between funds and operational departments. Departments are further broken down into divisions in the General Fund:

Fund and Operational Department Relationship



Fund Types and Descriptions

GOVERNMENTAL FUNDS

Major Funds

General Fund—Used to account for resources traditionally associated with a government which are not required legally or by sound financial management to be accounted for in another fund.

Capital Projects Fund—Used to account for the construction of capital projects of the City. Grants, bond proceeds, transfers from other funds, and interest earnings are the principal sources of funding.

Redevelopment Agency (RDA) Funds—The RDA funds are used to account for the activities of the Redevelopment Agency. The RDA was established to prepare and carry out plans to improve, rehabilitate, and redevelop blighted areas within the City. Although a legally separate entity, the RDA is reported in the financial statements and budget document as if it were part of the primary government due to the control the City has over the Agency. For budgeting purposes, each redevelopment agency fund is budgeted separately, but rolled together for financial reporting purposes. The City has the following Redevelopment Agency funds:

- RDA Operations Fund
- Bingham Junction Project Area Fund
- Jordan Bluffs Project Area Fund
- Main Street Project Area Fund
- City-Wide Housing Fund

Municipal Building Authority (MBA) - Used to account for the activities of financing and constructing municipal buildings that are then leased to the City. The MBA is governed by a five-member board of trustees comprised of the City Council. Although it is a legally separate entity of the City, the MBA is reported as if it were part of the primary government because of the

City's ability to impose its will upon the operations of the MBA.

PROPRIETARY FUNDS

Major Funds

Water Utility Fund—Accounts for the activities of the City's water distribution system.

Sewer Utility Fund—Accounts for the construction, maintenance, and operations of the City's sewer system.

Storm Water Utility Fund—Accounts for the construction, maintenance, and operations of the City's sewer system.

Nonmajor Funds

Street Lighting Fund—Accounts for the activities of the City's street lighting services.

Sanitation Fund—Accounts for the activities of the City's sanitation collection operations.

Telecommunications Fund—Accounts for the activities of the City's UTOPIA operations.

Internal Service Funds

Fleet Fund—The Fleet Fund accounts for the acquisition and maintenance of the City's vehicle fleet.

Information Technology Fund—This fund accounts for the acquisition and maintenance of the City's information technology.

Debt Service Fund

Accounts for debt principal and interest payments for general obligations not tied to the RDA, MBA, or Enterprise funds.

PURPOSE

The purpose of Financial Policies is to set forth parameters and guidelines for prudent fiscal operational practices and management. These policies were developed by Midvale’s Department of Administrative Services with assistance from the Government Finance Officers Association publication “Financial Policies” by Shayne C. Kavanaugh and the City’s Financial Advisor, LRB Public Finance. These policies have been approved by executive management, and formally adopted by resolution by the Midvale City Council.

FORMAL ADOPTION OF FINANCIAL POLICIES

These Midvale City Financial Policies were updated and adopted by a resolution of the Midvale City Council (2023-R-30) on June 20, 2023.

GENERAL FUND RESERVE POLICIES

Purpose

- Comply with Utah state law.
- Plan for contingencies.
- Maintain good standing with rating agencies.
- Avoid interest expense.
- Generate investment income.
- Ensure cash availability when revenue is unavailable.
- Create a better working relationship between the governing board and staff.

Policies

Utah Code § 10-6-116 requires municipalities maintain an unrestricted (committed, assigned, and unassigned) general fund balance between five and thirty five percent of general fund revenues. Midvale City will maintain a General Fund fund balance (reserve) of fifteen percent of budgeted general fund revenues. The amount in reserves will be calculated by adding the fiscal year ending committed, assigned, and unas-

signed fund balances less fund balance appropriated in subsequent fiscal year. Midvale City will maintain a General Fund balance (reserve) of fifteen percent of budgeted general fund revenues, though the City Council may direct staff to reserve up to the State limit of thirty five percent.

The reserve may be used at the discretion of the City Council for unanticipated, non-recurring needs, temporary shortfalls, or if the Mayor declares a state of disaster. Fund balances should not be used for normal or recurring annual operating expenditures. Once used, reserves should be replenished in a timely manner. Unassigned general fund balance in excess of fifteen percent may be used for one-time purchases.

RESERVE POLICIES IN OTHER FUNDS

Purpose

- Provide working capital
- Support continuity of operations
- Maintain a stable fee structure
- Provide capital replacement funds
- Maintain good standing with rating agencies
- Create a better working relationship between the governing board and staff

Policies

Capital Projects Fund

This fund is used to track spending on major capital projects, therefore; there is no need to maintain a budgetary cushion.

Internal Service Funds (Fleet, IT)

The purpose of the Fleet and IT Internal Service Funds is to accumulate resources to replace vehicles and computer equipment according to assigned replacement schedules and to recover the operating costs of both funds. City funds are charged replacement costs pro rata over the life of the vehicle or computer

equipment based upon estimated replacement cost less estimated sales proceeds. Internal Service Funds recover operations costs in the year they are incurred by charging City funds their pro rata share of the operations costs. Interest earned on investment of reserves is used to offset the cost of annual operations. Fund balance for Internal Service Funds represent resources collected from City funds to be used for future purchases of vehicles and computer equipment. Reserves for future operations costs are not needed because operations costs are funded in the year they are incurred.

Enterprise Funds (Public Utilities, Storm Water Utility, Sanitation, Street Lighting, Telecommunications)

Midvale City will strive to maintain working capital (current assets less current liabilities) of no less than 60 days worth of annual operating expenses for the Sanitation, Street Lighting and Telecommunications Funds, and no less than 180 days worth of annual operating expenses for the Public Utilities and Storm Water Utility Funds.

In an effort to maintain adequate reserves, the City shall conduct an analysis of its utility rates on an annual basis. Rate increases, if needed, shall be proposed to City Council during the annual budgeting process.

In order to substantiate the value of Accounts Receivable in the enterprise funds, the City will enforce aggressive collection practices, including termination of service for accounts 60 days past due.

The minimum working capital reserve may be used at the discretion of the City Council for temporary shortfalls or to downsize operations. Once used, the reserve should be replenished in a timely manner. If reserves fall below the 60 day minimum, a plan for replenishment should be included in the subsequent year's budget planning process. Excess working capi-

tal may be used for capital improvements or for one-time purchases.

Other Funds

Adequate reserves will be considered.

REVENUE POLICIES

Purpose

- Ensure sufficient and stable revenues in order to consistently produce desired programs and services.
- Develop and maintain revenue sources that are fair and consistent.

Policies

Midvale City strives to achieve diversification and stabilization of the revenue base. While recognizing that property taxes are the most stable, the City will not increase property taxes when other revenues such as sales tax and franchise fees are adequately funding operations.

The City will not use one-time revenues towards ongoing expenditures. User fees will be charged to obtain cost recovery for regulatory services such as building permits, plan checks, and business licensing. Administrative fees will be charged by the General Fund to the Enterprise Funds in order to recapture direct and indirect costs which benefit all funds.

These fees will be reviewed annually in association with the budget process. A municipal fee schedule shall be reviewed and adopted by the City Council annually in conjunction with the operating and capital budgets.

Before applying for and accepting intergovernmental aid, the City will assess the merits of a particular program as if it were funded with local tax dollars. Local tax dollars will not be used to make up for losses of intergovernmental aid without first reviewing the program and its merits as a budgetary increment.

A conservative approach will be used to forecast revenues. However, when such an approach leads to considerations of raising taxes or cutting services, a more objective approach will be analyzed in order to avoid unpopular budget-balancing measures that later prove unnecessary. Multi-year forecasts will be prepared and presented to the Council annually as part of the budget process.

EXPENDITURE POLICIES

Purpose

- Ensure that public funds are spent with integrity, directness, and transparency
- Ensure that expenditures are directed to services that citizens prefer

Policies

Ongoing expenditures will not expand beyond the City's ability to pay for them with current revenues. When practical, resources should be used for preventative investments that can be made to avoid even larger costs in the future. Funding for new programs and services should be limited to the extent that they can be reasonably funded over the near-to-long term given the current revenue stream.

Increasing efficiencies and effectiveness of the delivery of City services through process review, technology improvements, or outsourcing must be considered before adding permanent staff. Staff shall prepare an analysis of costs borne by the General Fund which benefit other funds, most importantly, enterprise funds. Enterprise Funds will reimburse the General Fund for these costs through administrative fees, which are appropriated as part of the budget each year.

Efforts will be made to maintain compensation packages that are sufficient to attract and retain quality employees. Salary range structures shall be evaluated periodically to determine the relative competitive-

ness of the pay structure to the job market. The midpoint of the salary range is the market value against which the City will assess its pay plan relative to the job market. If the midpoint of the City's salary range is more than five percent below market for any given position, the grade of that particular position shall be adjusted upward. The City's pay plan shall be reviewed and adopted annually by the City Council in conjunction with the annual budget. Staffing shall not exceed the authorized level, and all new positions must be approved by City Council before they are filled.

OPERATING BUDGET POLICIES

Purpose

- Acknowledge that the operating budget is among the most important public documents produced by the City.
- Ensure the budget sets forth the City's taxing and spending direction.
- Establish policies that allow leeway for the inevitable give-and-take of politics.

Policies

Midvale will adopt an annual operating budget for all funds. Budgets are prepared on a modified accrual basis. Under the modified accrual basis, capital expenditures and the redemption of bonds are recorded as expenditures. Depreciation and amortization costs are not budgeted since these costs are non-cash transactions. However, staff will perform an analysis to ensure each proprietary fund will not go over budget when depreciation expense is factored.

Budget policies define the broad guidelines under which the budget process will operate. Staff is then responsible for designing a process that conforms to the policies. Because the City's budget is a spending plan, and because circumstances change throughout the fiscal year, staff may propose budget adjustments

for any or all funds throughout the year. Those adjustments require discussion and adoption by the City Council to become effective.

The City Administrator has authority to reallocate line items within a department budget, but any inter-departmental budget adjustments must be approved by the City Council. Grants, additional personnel, new programs, etc. must be appropriated by the City Council.

The City Administrator, after meeting with all City departments, will present a balanced budget for adoption to the Mayor and City Council in May of each year. This document will serve as a working tool for the City Council in developing their operating budget. Consistent with Utah Code § 10-6-111, a tentative budget will be prepared and filed with the City's elected officials on or before the first regularly scheduled meeting of the governing body in May of the current period. The tentative budget will be reviewed and discussed in Council meetings throughout May and June. A public hearing will be held prior to the adoption of the final budget. Citizen participation and comment is encouraged. Consistent with Utah Code § 10-6-118, the City Council will adopt a final budget before June 30 of each fiscal period, or, in the case of a property tax increase, before September 1 of the year for which a property tax increase is proposed. The City Council will adopt its certified property tax rate on the same date as the final budget is adopted.

CAPITAL ASSET MANAGEMENT POLICIES

Purpose

- Recognize the major impact capital projects have on the quality of local government services, the community's economic vitality, and the overall quality of life for citizens.
- Stimulate informed debate and to help leaders make optimal choices.
- The City will develop and maintain a Capital Im-

provement Plan which includes a realistic project timing and scope, and operating budget impacts.

Policies

The City will develop and maintain a Capital Improvement Plan which includes realistic project timing, scope, and operating budget impacts. Appropriations for capital projects are for the period of construction or acquisition, and do not lapse at the end of the fiscal year. Funds remaining in the project budget after its completion may be appropriated for other capital projects or revert to the General Fund.

Appropriate ongoing funding for maintenance is a high priority. Deferring maintenance or asset replacement has the potential for reducing a government's ability to provide services and/or threatening public health, safety and overall quality of life. In addition, as the physical condition of an asset declines, deferring maintenance and/or replacement may increase long-term costs and liabilities.

The City has established an Internal Service Fund for the purpose of accumulating resources to replace vehicles according to a replacement schedule established by the Fleet Manager, and to recover fleet operating costs from appropriate funds. The City has also established an Internal Service Fund for the purpose of accumulating resources to replace computer equipment according to a replacement schedule established by the Information Technology Manager, and to recover IT operating costs from appropriate funds.

Department managers/heads shall exercise supervision of all inventories of tangible City property within the control of or assigned to their departments, this includes ensuring all City assets are safeguarded and kept in good working condition. All City property located in warehouse(s) or storage areas shall be inventoried annually, and accountability for the property shall reside with the respective department head.

LONG-TERM FINANCIAL PLANNING POLICIES

Purpose

- Assist the government in providing stable tax and service levels to the community over a multi-year period
- Uncover minor problems which, left unresolved, could require dramatic action later
- Demonstrate a sound commitment to sound financial management and a willingness to control spending

Policies

Each year, staff shall develop a forecast of operating expenditures and revenue for the next five years. The presentation and discussion of the forecast and resulting long-term financial plan will be an integral part of the annual budget process. Midvale City will address imbalances in future revenues and expenditures in establishing property tax rates.

DEBT POLICIES

Purpose

- Ensure that debt is used wisely and that future financial flexibility remains relatively unconstrained.
- Establish criteria for the issuance of debt obligations so that acceptable levels of indebtedness are maintained.
- Transmit the message to investors and rating agencies that the City is committed to sound financial management.
- Provide consistency and continuity to public policy development.

Policies

The City may use debt to help distribute the payments for a capital asset over its useful life so that benefits more closely match costs. The City may also use pay-as-you-go financing, in that it helps to keep the City's debt burden down. As there are merits to

both methods of financing, Midvale may use a combination of debt and pay-as-you-go to finance capital assets.

Using long-term debt for operations is discouraged. Issuing debt with a longer amortization period than the life of the asset it is financing is prohibited.

Debt service as a percent of general expenditures of the General Fund shall not exceed fifteen percent. Capitalization of interest, the practice of using bond proceeds to pay the interest due on debt during the construction period of an asset, is generally acceptable. Long-term financing must comply with federal, state, and local legal requirements.

The City will consider debt issuance (rather than paying cash) when interest rates are low. The City might use its debt capacity to acquire capital assets for a lower total cost when construction costs are increasing or are very low. The City shall engage the following outside professionals to assist with bond sales, as bond sales are not a routine activity for most local governments:

- Financial Advisor
- Bond Counsel
- Underwriter
- Paying Agent/Registrar

Bond proceeds will be invested in accordance with the City's general investment policy. Staff must take steps to minimize arbitrage liability on bond proceeds in order to avoid penalties. Refunding bonds will be considered when there is an interest rate savings, a change in anticipated revenues, or when the City Council desires a change in the provisions of a bond covenant.

Midvale City shall comply with all ongoing disclosure conditions and shall file such required documents in a timely manner. Interfund loans are contemplated for

short-term use only. Any transfers between funds where reimbursement is not expected within one fiscal year shall not be recorded as interfund borrowings; they shall be recorded as interfund operating transfers.

ACCOUNTING, AUDITING, AND FINANCIAL REPORTING POLICIES

Purpose

- Set the tone at the top for how the City will account for its financial resources and be accountable for making financial information available to the public.
- Satisfy external financial reporting requirements as well as meet the City's managerial needs.

Policies

Midvale City has established an Audit Committee to serve as a practical means for the City to provide independent review and oversight of the government's financial reporting processes, framework of internal control, and independent auditors. The Audit Committee shall report to the City Council at least annually.

Accounting records will be maintained in accordance with state and federal law and regulations. Midvale adopts the Government Finance Officers Association recommendation that governments use a multi-year audit contract for a period of no less than five years. Annual financial reporting in compliance with generally accepted accounting principles (GAAP) is required.

Monthly revenue and expenditure reports for each fund shall be presented to the City Council. A listing of checks issued shall be supplied to the City Council monthly. Midvale City will strive for transparency and shall comply with all state records transparency requirements.

Capital assets are defined as assets costing at least \$5,000 with an expected useful life in excess of one year. Sensitive non-capitalized items such as computers shall be inventoried and controlled.

INTERNAL CONTROL AND RISK MANAGEMENT POLICIES

Purpose

- Protect assets in order to ensure continuity of service.
- Maintain a safe work and service environment.
- Ensure the efficiency of risk management activities.

Policies

The City shall work closely with its insurer to accomplish goals stated above and to minimize the cost of risk management activities. The Human Resources Director shall be designated as the Risk Manager. Senior Staff shall serve as the risk management committee. Meetings shall be held quarterly to review insurance claims and reported incidents.

Employees will be provided with the official Midvale City Policies and Procedures Manual regarding employment, and shall file an acknowledgment of receipt and understanding of the manual with the Human Resources department annually. City employees and councilmembers are required to report conflicts of interest and to refrain from participating in or deliberating on any matters regarding such interest. Sexual Harassment training shall be conducted annually for all employees.

The City shall appoint an Emergency Operations Manager who is responsible for maintaining the City's Emergency Management Plan. Midvale City staff shall participate in regional and statewide safety exercises in coordination with area police and fire.

Internal Controls shall be developed to:

- Segregate duties
- Provide security over assets and records
- Ensure periodic reconciliation and verification
- Assure proper authorization

LOCAL ECONOMIC DEVELOPMENT FINANCE POLICIES

Purpose

- Improve local economic conditions through direct and indirect intervention

Policies

Midvale City's Redevelopment Agency may use tax increment financing to improve designated project areas within the City. Midvale City will strive to attract businesses that pay a salary equal to or above the average wage level for Midvale, and businesses that provide healthcare and retirement benefits to their employees.

Although some taxing entities within Midvale City boundaries may charge impact fees, Midvale City itself does not charge impact fees. The City employs an Economic Development Director who is charged with attracting new businesses to the City, as well as serving as a liaison between the private sector (in many cases, the developer) and City staff.

PROCUREMENT POLICIES

Purpose

- Ensure that the procurement process is fair.
- Ensure good stewardship over public funds.
- Help clarify the goals of the purchasing system.

Policies

The City will strive to consider full lifecycle costs of a good or service rather than simply accepting the lowest initial purchase price. Quality should be an integral evaluation component when reviewing vendor

proposals. Purchasing decisions will be based on best value, not lowest cost. Procurements will be conducted fairly and the process and results will be open to the public. Training on Midvale's purchasing ordinance will be provided to City staff on a regular basis, at least once every two years.

Midvale City staff and elected officials shall comply with Midvale Municipal Code § 3.02 regarding procurement. Important purchasing thresholds for expenditures for supplies, services or construction are described below:

- Expenditures of fifty thousand dollars or more shall be made pursuant to the formal bidding procedures set forth in Midvale Municipal Code § 3.02.110. An expenditure of fifty thousand dollars or more must be approved by the City Administrator. Any expenditure of one hundred thousand dollars or more must be approved by the City Council.
- Expenditures for seven thousand five hundred dollars or more, but less than fifty thousand dollars, shall be made pursuant to the informal bidding procedures set forth in Midvale Municipal Code § 3.02.100.
- The following expenditures of the City shall be referred to as "exempt expenditures" and may be made without formal or informal bidding procedures, but should be made with as much competition as practicable under the circumstances.
 - ◇ Minor. Any expenditure amounting to less than seven thousand five hundred dollars.
 - ◇ Sole Source. An expenditure where a service, product, or requirement is only available from a single vendor. Examples include a supply or service of a unique or specialized nature, and only one known vendor is available to meet the need, and specific parts, accessories, equipment, materials, services, proprietary commodities,

or other commodities needed to meet the city's needs. Sole source procurements must be approved in writing by the department head, the procurement officer, and either another department head or a representative from the finance department or city attorney's office. See Midvale Municipal Code § 3.02.070 for procedures to follow.

- ◇ State Bidding. Any expenditure for which competitive bidding or price negotiation has already occurred on the state level. In the event state contract vendors are unable to fulfill the contract in a reasonable time frame, the City may purchase from another potential vendor willing to honor all aspects of the state contract.
- ◇ Interlocal Cooperation. Any expenditure made in conjunction with an agreement approved by resolution of the City Council between the City and another city or governmental entity.
- ◇ Joinder. Any expenditure made by joining or using a contract originated by another government entity or national cooperative organization with the approval of the city council.
- ◇ Professional Services. Any expenditure for professional services which by their nature are not reasonably adapted to award by competitive bidding and require elevated degree of specialized knowledge and discretion, including labor, effort, or work. Examples of expenditures qualifying for a professional services exemption include:
 - ◆ a. Accounting;
 - ◆ b. Architecture;
 - ◆ c. Artistic endeavors;
 - ◆ d. Auditing;
 - ◆ e. City planning;
 - ◆ f. Construction design and management;
 - ◆ g. Engineering;
 - ◆ h. Financial services;
 - ◆ i. Information technology;
 - ◆ j. Law;
 - ◆ k. Materials testing;
 - ◆ l. Medicine;
 - ◆ m. Psychiatry;
 - ◆ n. Surveying; and
 - ◆ o. Underwriting.
- ◇ Contracts for such expenditures shall be awarded at the discretion of the city manager based on the recommendation of the department head or procurement officer. If the city manager determines that competitive bidding for certain professional services would benefit the city, the procedures set forth in Section 3.02.130 must be followed.
- ◇ Special Sale. Any expenditure made in conjunction with any public auction, closeout sale, bankruptcy sale or other similar sale when the procurement officer determines in writing that such purchase may be made at a cost below the market cost for the same or similar goods and such determination is reviewed and approved by the City Council.
- ◇ Exchanges. Any exchange of supplies, materials, property, or equipment between the City and any other public or private party made by mutual agreement of the respective parties.
- ◇ Federal or State Funds. In cases where federal or state funds are being used and where federal or state purchasing laws or procedures govern the types of goods or

services being procured, the city shall follow the applicable federal or state purchasing law or procedures in lieu of the procedures set forth in this policy.

- ◇ Gift or Bequest. In complying with the terms and conditions of any bequest to the city, if such action is approved by the city manager in writing and is otherwise consistent with law, the department buyer may procure without competitive bids.
- ◇ Compatibility Parts and Training. A department head or designee may procure without competitive bids equipment and supplies which, by reason of the training of city personnel who service such equipment, or which is an addition to or for the repair or maintenance of equipment owned by the city which may be more efficiently added to, repaired, or maintained by a certain brand, person or firm. In such cases the department head shall submit written documentation to the procurement officer.
- ◇ Utah Correctional Industries. Supplies, services, or construction produced by Utah Correctional Industries may be purchased without seeking competitive quotes or bids.

The Mayor is the only individual with authority to bind the City. The Mayor's signature is required on all City contracts.

CASH RECEIPTING AND DEPOSIT POLICY

Purpose

- Establish a uniform control design for all departments of Midvale City that receive cash

Policies

All funds received are entered into the accounting

system at the time of the transaction or if the transaction occurs at a location without access to the accounting system the funds will be logged into a receipt book with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card, etc., and designate the appropriate account. Manual receipts should have two copies; a customer copy and a Treasurer copy (Which can be kept electronically). Mail will be opened in the presence of two or more employees and any correspondence containing payments will be removed and processed before distributing mail to individual persons or departments.

For any funds received where the general ledger account is unknown, the person receiving the funds should coordinate with the City Treasurer or a member of the finance department to get a general ledger account to code the funds to upon receipt. Funds should not be held or delayed from being deposited for any reason. Cash must be secured during hours of operations, all cash stored overnight or during the weekend should be kept in a secure locked safe or vault. Access to the safes/vaults must be limited to approved employees. Two employees preferably employees who are not responsible for cash, must perform counts each quarter to verify the opening amounts of cash on hand for each cash drawer.

At the end of each day, the person responsible for receiving cash will close out their cash drawer and reconcile the system-generated report to the cash, checks, and credit card receipts in the drawer. Place cash, checks, and credit card receipts received along with the report in a deposit bag and placed them in a secure (locked) safe/vault for a deposit on the next business day.

Void/adjusted transactions. If a transaction needs to be voided or adjusted, it should be done by someone

who does not receive cash. The system should be designed to generate a report of all adjusted/voided transactions to facilitate monitoring of this process. All voided receipts in the accounting software must be made the same day by the senior accountant or Administrative Service Director. Credit card transactions can be voided on the terminal. A copy of the voided transaction receipt is given to the customer and a duplicate copy of the voided receipt must be attached to the original transaction receipt and included with the daily batches.

At the beginning of each day, the Treasurer or Designee will compile all cash and checks received from the previous day, match the total to the total receipts in the accounting system, create a deposit, and create a daily deposit report. Merchant transaction reports will be reconciled to the credit card/ACH receipts in the accounting system. Deposits are to be made within three banking days of receipt according to the Utah Money Management Act. Any discrepancy in the funds being deposited and the supporting documentation should occur when daily reconciliation takes place.

The Midvale City Treasurer, or designee, takes funds to the bank. Midvale City maintains surveillance systems in offices receiving funds. The accounting system generates cash and deposit reports that will be reconciled to the bank statements by the Senior Accountant.

Every effort should be made to ensure large quantities of cash are not on hand at any location overnight. If a location has a large transaction or series of transactions leaving cash on hand over \$5,000.00 the deposit should be made the same day.

General Fund Budgets



General Fund Summary

General Fund Summary - FY2025 Tentative Budget

	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Taxes	16,553,308	17,986,217	16,816,351	19,098,786	2,282,435	13.6%
Licenses and Permits	711,320	892,307	830,000	730,000	(100,000)	-12.0%
Intergovernmental Revenue	2,814,343	3,537,359	4,196,802	3,876,626	(320,176)	-7.6%
Charges for Services	2,138,921	2,303,659	2,375,539	2,349,528	(26,011)	-1.1%
Fines and Forfeitures	830,411	829,335	847,000	815,000	(32,000)	-3.8%
Miscellaneous Revenue	18,921	302,033	172,978	173,935	957	0.6%
Use of Fund Balance	-	-	211,723	3,260,500	3,048,777	1440.0%
TOTAL REVENUES	\$ 23,067,224	\$ 25,850,910	\$ 25,450,393	\$ 30,304,376	\$ 4,853,983	19.1%
Expenditures:						
Mayor and City Council	334,117	349,366	378,603	399,551	20,948	5.5%
Administration	634,386	666,684	1,027,861	1,042,052	14,191	1.4%
Non-Departmental	133,617	140,292	158,097	172,603	14,506	9.2%
Community & Intergovernmental Relations	227,996	181,418	234,234	235,986	1,752	0.7%
Public Safety	10,324,209	11,790,301	12,350,696	14,199,145	1,848,449	15.0%
City Attorney	626,333	790,813	982,689	1,052,973	70,284	7.2%
Communications	176,574	228,647	272,038	220,838	(51,200)	-18.8%
Harvest days	83,360	95,638	91,000	90,000	(1,000)	-1.1%
Human Resources	124,608	118,526	144,773	155,680	10,907	7.5%
Employee services	34,357	47,638	65,800	57,300	(8,500)	-12.9%
Grants	-	12,500	-	-	-	0.0%
City Recorder	338,531	318,805	403,052	369,099	(33,953)	-8.4%
Administrative Services	\$ 13,038,088	\$ 14,740,628	\$ 16,108,843	\$ 17,995,227	\$ 1,886,384	11.7%
Administrative Services	165,748	197,348	208,696	218,935	10,239	4.9%
Finance	459,282	514,752	454,364	431,009	(23,355)	-5.1%
Justice Court	773,653	973,692	1,078,217	1,142,749	64,532	6.0%
Information Technology	739,297	834,096	867,397	837,372	(30,025)	-3.5%
Total Administrative Services	\$ 2,137,980	\$ 2,519,888	\$ 2,608,674	\$ 2,630,066	\$ 21,392	0.8%
Public Works						
Public Works Administration	309,183	342,223	388,218	410,448	22,230	5.7%
Facilities	642,994	683,685	849,440	870,723	21,283	2.5%
Streets	892,581	943,786	1,043,183	1,087,054	43,871	4.2%
Parks	488,753	636,505	853,513	872,696	19,183	2.2%
Total Public Works	\$ 2,333,511	\$ 2,606,199	\$ 3,134,354	\$ 3,240,922	\$ 106,568	3.4%
Community Development						
Community Development Admin	700,961	695,965	685,497	678,389	(7,108)	-1.0%
Engineering	170,427	180,442	219,179	194,500	(24,679)	-11.3%
Planning	396,705	372,812	476,713	439,812	(36,901)	-7.7%
Code Enforcement	3,008	3,679	2,082	1,702	(380)	-18.3%
Building Inspection	211,760	290,470	349,714	349,708	(6)	0.0%
Total Community Development	1,482,861	1,543,368	1,733,185	1,664,110	(69,075)	-4.0%
Transfers Out	3,225,993	4,056,145	1,830,337	4,774,051	2,943,714	160.8%
TOTAL EXPENDITURES	\$ 22,218,433	\$ 25,466,228	\$ 25,415,393	\$ 30,304,376	\$ 4,888,983	19.2%
FUND BALANCE - CONTRIBUTION TO (USE OF)	\$ 848,791	\$ 384,682	\$ 35,000	\$ (0)	\$ (35,000)	-100.0%

General Fund Financing Sources

General Fund Financing Sources

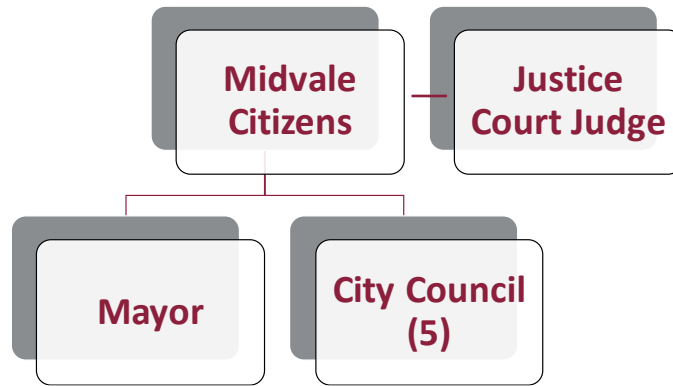
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Taxes:¹						
Property tax	2,661,325	2,982,791	3,087,606	4,110,264	1,022,658	33.1%
Delinquent/surplus prop tax	55,783	51,867	35,000	35,000	-	0.0%
Sales tax	11,036,201	11,282,449	10,762,277	11,395,273	632,996	5.9%
Franchise tax	2,062,780	2,774,920	2,242,945	2,774,920	531,975	23.7%
Telecommunications tax	190,229	312,092	168,523	190,000	21,477	12.7%
Transient room tax	217,639	236,504	190,000	248,329	58,329	30.7%
Motor vehicle in lieu of	329,351	345,594	330,000	345,000	15,000	4.5%
TOTAL TAXES	\$ 16,553,308	\$ 17,986,217	\$ 16,816,351	\$ 19,098,786	\$ 2,282,435	13.6%
Licenses and Permits:²						
Business licenses	286,211	307,873	280,000	330,000	50,000	17.9%
Building permits	379,723	538,277	500,000	350,000	(150,000)	-30.0%
Road cut fees	35,414	38,011	40,000	40,000	-	0.0%
ROW occupancy permits	7,600	7,500	7,500	7,500	-	0.0%
Sign fees	2,372	646	2,500	2,500	-	0.0%
TOTAL LICENSES AND PERMITS	\$ 711,320	\$ 892,307	\$ 830,000	\$ 730,000	\$ (100,000)	-12.0%
Intergovernmental:³						
JAG Grant	30,441	-	-	-	-	0.0%
CARES Act Grant	-	-	-	-	-	0.0%
EPA Inst Controls Grant	145,139	142,752	150,626	150,626	-	0.0%
Grant-JVWCD (EPA Pass Thru)	5,000	-	-	-	-	0.0%
State of Utah Misc Grant	7,500	-	-	-	-	0.0%
B&C road funds	1,326,959	1,388,823	1,237,190	1,400,000	162,810	13.2%
Liquor funds allocation	55,020	63,876	63,986	56,000	(7,986)	-12.5%
State Homeless Initiative	1,244,284	1,941,908	2,610,000	2,100,000	(510,000)	-19.5%
Coalition Coordinator Grant	-	-	135,000	170,000	35,000	25.9%
TOTAL INTERGOVERNMENTAL	\$ 2,814,343	\$ 3,537,359	\$ 4,196,802	\$ 3,876,626	\$ (320,176)	-7.6%
Charges for Services:⁴						
Zoning/development fees	30,908	41,159	40,000	10,000	(30,000)	-75.0%
Plan check fees	210,175	348,837	250,000	200,000	(50,000)	-20.0%
Maps and publications	37	354	500	500	-	0.0%
Notary/background check fees	55	-	20	20	-	0.0%
Code enforcement fees	7,247	1,171	1,000	1,000	-	0.0%
Rents and concessions	6,032	5,401	5,000	5,000	-	0.0%
Credit card service fees	14,283	15,158	15,000	15,000	-	0.0%
Cemetery lot sales	-	(1,300)	-	-	-	0.0%
Cemetery service fees	34,790	28,150	27,000	27,000	-	0.0%
Admin fee - Water	651,862	671,418	696,926	675,879	(21,047)	-3.0%
Admin fee - Sewer	341,000	351,230	400,361	420,865	20,504	5.1%
Admin fee - Storm Water	407,473	390,999	408,911	408,380	(531)	-0.1%
Admin fee - Sanitation	80,465	82,879	103,959	109,397	5,438	5.2%
Admin fee - RDA	233,158	241,591	292,787	319,523	26,736	9.1%
Admin fee - Streetlighting	31,092	33,702	33,196	31,960	(1,236)	-3.7%
Admin fee - Fleet	89,684	92,375	100,879	125,005	24,126	23.9%
Harvest Days activities	660	535	-	-	-	0.0%
TOTAL CHARGES FOR SERVICES	\$ 2,138,921	\$ 2,303,659	\$ 2,375,539	\$ 2,349,528	\$ (26,011)	-1.1%

General Fund Financing Sources

General Fund Financing Sources						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Fines and Forfeitures:⁵						
Fines and forfeitures	719,517	723,870	800,000	768,000	(32,000)	-4.0%
Bad Debt Collections	88,853	83,000	35,000	35,000	-	0.0%
Attorney fees recovered	20,166	20,905	10,000	10,000	-	0.0%
Traffic school	1,875	1,560	2,000	2,000	-	0.0%
TOTAL FINES AND FORFEITURES	\$ 830,411	\$ 829,335	\$ 847,000	\$ 815,000	\$ (32,000)	-3.8%
Miscellaneous:						
Interest revenue	(22,190)	228,979	160,000	160,000	-	0.0%
Interest on restricted funds	-	-	-	-	-	0.0%
Proceeds from insurance	30,426	19,049	-	-	-	0.0%
Proceeds from sale of assets	207	17,970	-	-	-	0.0%
Sundry revenues	2,369	26,367	5,000	5,000	-	0.0%
ULGT dividend/grant	7,253	7,978	7,978	8,935	957	12.0%
Cash Over & Short	86	(5)	-	-	-	0.0%
Event Application Fee Revenue	770	1,695	-	-	-	0.0%
TOTAL MISCELLANEOUS:	\$ 18,921	\$ 302,033	\$ 172,978	\$ 173,935	\$ 957	0.6%
USE OF FUND BALANCE	\$ -	\$ -	\$ 211,723	\$ 3,260,500	\$ 3,048,777	1440.0%
TOTAL GENERAL FUND FINANCING SOURCES	\$ 23,067,224	\$ 25,850,910	\$ 25,450,393	\$ 30,304,376	\$ 4,853,983	19.1%

- 1 Property Taxes include a 1% increase for growth and 32% property tax increase (approximately \$69 annually for the average household); Sales tax includes a 1% increase from FY23 actuals; All other taxes are increased to reflect actual data
- 2 Licenses and Permits have been adjusted to reflect actual data
- 3 Intergovernmental has been adjusted to include new grant information for FY25
- 4 Charges for Services have been adjusted to reflect actual data
- 5 Fines and Forfeitures have been adjusted to reflect actual data

Mayor and City Council



DEPARTMENT DESCRIPTION

Midvale City operates under a six-member council form of government. The Mayor votes on each matter where there is a tie-vote of the Council, on ordinances that enlarge or restrict the Mayor's powers, duties, or functions; and in the appointment or dismissal of a City Manager. The Mayor serves as the Chief Executive Officer and the City Manager serves as the Chief Administrative Officer overseeing the day-to-day administrative functions of the City.

The City Council serves as the Board of Trustees for the Midvale City Redevelopment Agency. The Mayor serves as Chief Administrative Officer and the City Manager serves as the Executive Director. The members of the City Council act as the governing body of the Agency and City staff provide management support and technical assistance to the Agency.

BUDGET

Mayor and City Council						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	155,547	165,400	176,003	186,656	10,653	6.1%
Benefits ²	148,143	159,775	168,253	148,255	(19,998)	-11.9%
Car Allowance	4,984	4,984	4,800	4,800	(0)	0.0%
Total Personnel	308,674	330,159	349,056	339,712	(9,344)	-2.7%
Operating						
Subscriptions and Memberships	-	-	-	-	-	0.0%
Education and Travel	2,224	2,345	3,500	3,500	-	0.0%
Information Technology Equipment (Interfund) ³	13,101	9,267	7,894	14,186	6,292	79.7%
Communications and Telephone	564	419	403	403	-	0.0%
Professional Services	-	-	-	-	-	0.0%
Education and Training	-	-	-	-	-	0.0%
Miscellaneous Supplies	9,463	5,921	6,750	6,750	-	0.0%
City Council Priorities	-	947	5,000	5,000	-	0.0%
Mayor's Priorities ⁴	-	-	5,000	25,000	20,000	400.0%
Miscellaneous Services ⁵	91	308	1,000	5,000	4,000	400.0%
Total Operating	25,443	19,207	29,547	59,839	30,292	102.5%
TOTAL EXPENDITURES	\$ 334,117	\$ 349,366	\$ 378,603	\$ 399,551	\$ 20,948	5.5%

At a Glance:

Total Budget: \$399,551 | Elected Officials: 6

Mayor and City Council

BUDGET CONTINUED

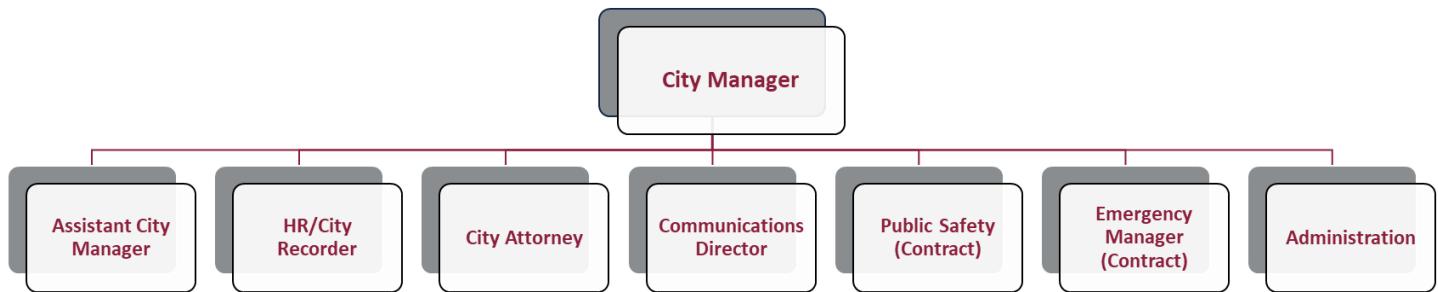
- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 New benefit selection for new councilmember
- 3 Distributing City-wide software to departments
- 4 \$20K one-time request for Renewable Energy Program
- 5 Transfer from Inter-departmental

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Part-Time				
Mayor	0.50	0.50	0.50	0.50
City Council Members	2.50	2.50	2.50	2.50
TOTAL MAYOR AND CITY COUNCIL	3.00	3.00	3.00	3.00

*Note: For FTE purposes, the Mayor and City Council are counted as 0.5 FTE. The Mayor and Council member's compensation is not based on hours worked.

Administration



The Administration Department consists of the City Manager, Assistant City Manager, Policy & Project Manager, Coalition Coordinator, Administration Administrative Assistant, and the City Manager/Assistant City Manager Executive Assistant. The City Manager administers the day-to-day functions of the City and make executive-level decisions regarding operations.

BUDGET

Administration						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	380,363	388,247	585,335	612,075	26,740	4.6%
Benefits ²	146,618	172,098	297,782	279,575	(18,207)	-6.1%
Car Allowance	8,885	8,654	9,000	9,000	(0)	0.0%
Total Personnel	535,866	568,999	892,117	900,650	8,533	1.0%
Operating						
Subscriptions and Memberships	2,432	1,062	3,550	3,550	-	0.0%
Education and Travel	663	4,052	6,000	7,000	1,000	16.7%
Information Technology Equipment (Interfund) ³	5,685	4,321	6,228	10,886	4,658	74.8%
Communications and Telephone	791	744	966	966	-	0.0%
Professional Services	84,996	84,996	115,000	115,000	-	0.0%
Education and Training	-	-	-	-	-	0.0%
Miscellaneous Supplies	2,687	2,383	3,500	3,500	-	0.0%
Miscellaneous Services	1,266	127	500	500	-	0.0%
Total Operating	98,520	97,685	135,744	141,402	5,658	4.2%
TOTAL EXPENDITURES	\$ 634,386	\$ 666,684	\$ 1,027,861	\$ 1,042,052	\$ 14,191	1.4%

At a Glance:

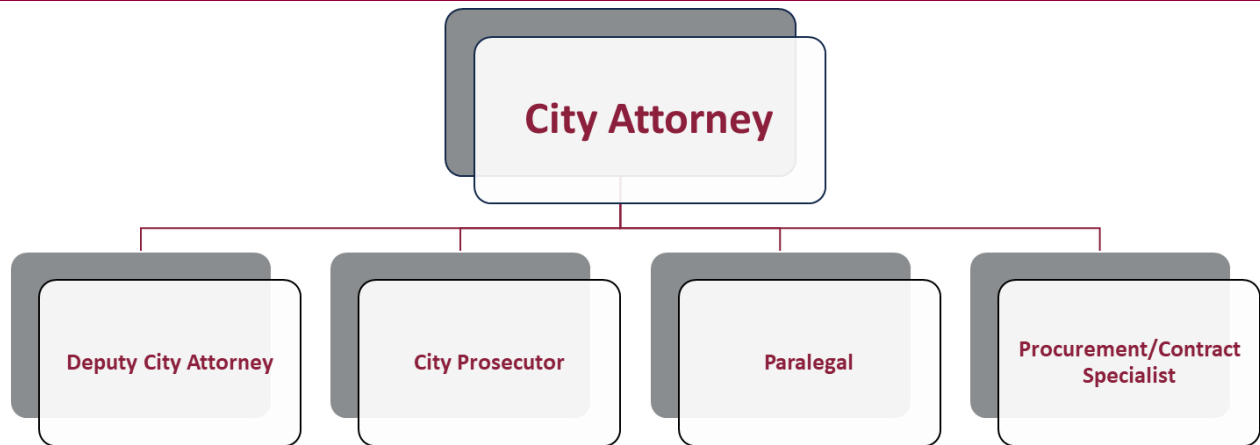
Total Budget: \$1,042,052 | Full-Time Equivalent Employees: 5.5

BUDGET CONTINUED

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 Represents actual benefit elections for new employees
- 3 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
City Manager	1.00	1.00	1.00	1.00
Assistant City Manager	1.00	1.00	1.00	1.00
Administrative Assistant	-	1.00	1.00	1.00
Executive Assistant	1.00	0.50	0.50	0.50
Policy & Program Manager	-	-	1.00	1.00
Coalition Coordinator	-	-	1.00	1.00
TOTAL ADMINISTRATION	3.00	3.50	5.50	5.50



DEPARTMENT DESCRIPTION

The City Attorney's office administers the legal affairs of the City. The department consists of the City Attorney, Deputy City Attorney, Prosecutor, and Paralegal. The department duties include providing legal counsel to the Mayor and City Council, the City Manager, City boards and commissions, and City officers in relation to their official duties; drafting and reviewing legal contracts; drafting and reviewing municipal ordinances; managing outside legal counsel; and prosecuting cases in the Midvale City Justice Court.

BUDGET

City Attorney						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	335,886	449,779	534,933	552,099	17,166	3.2%
Overtime	-	-	5,000	3,000	(2,000)	-40.0%
Benefit ²	151,991	205,899	257,657	297,175	39,518	15.3%
Car Allowance	6,000	6,173	6,000	6,000	(0)	0.0%
Total Personnel	493,877	661,851	803,590	858,273	54,683	6.8%
Operating						
Subscriptions and Memberships ³	6,878	7,534	15,500	17,500	2,000	12.9%
Education and Travel ³	2,285	6,972	9,500	10,500	1,000	10.5%
Information Technology Equipment (Interfund) ⁴	6,776	5,043	6,599	9,200	2,601	39.4%
Communications and Telephone	910	1,127	1,500	1,500	-	0.0%
Professional Services ³	43,376	23,016	60,000	70,000	10,000	16.7%
Legal Defenders	-	-	-	-	-	0.0%
Education and Training	71,730	84,415	85,000	85,000	-	0.0%
Miscellaneous Supplies	501	855	1,000	1,000	-	0.0%
Total Operating	132,456	128,962	179,099	194,700	15,601	8.7%
TOTAL EXPENDITURES	\$ 626,333	\$ 790,813	\$ 982,689	\$ 1,052,973	\$ 70,284	7.2%

At a Glance:

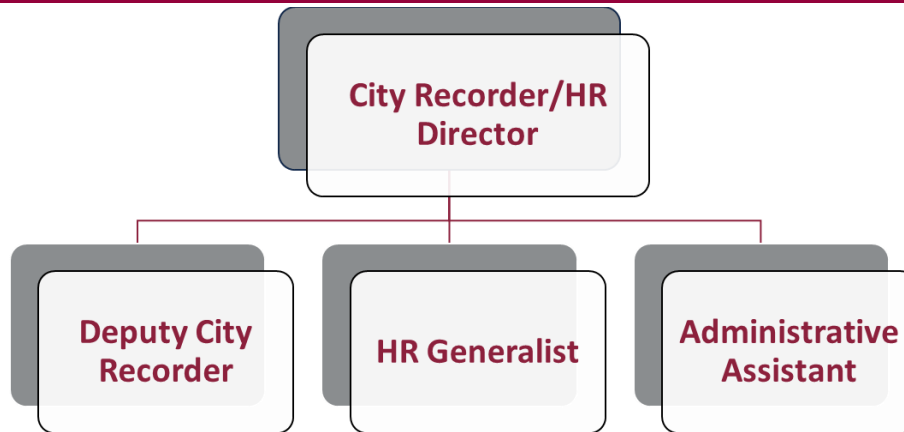
Total Budget: \$1,052,973 | Full-Time Equivalent Employees: 5

BUDGET CONTINUED

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 Represents actual benefit elections for new employees
- 3 Increase in operating costs
- 4 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
City Attorney	1.00	1.00	1.00	1.00
Deputy City Attorney	1.00	1.00	1.00	1.00
Paralegal/Executive Assistant	1.00	1.00	1.00	1.00
City Prosecutor	-	-	1.00	1.00
Procurement/Contract Specialist	-	-	1.00	1.00
TOTAL CITY ATTORNEY	3.00	3.00	5.00	5.00



DEPARTMENT DESCRIPTION

The City Recorder's Office is responsible for maintaining all City records and files, both paper and electronic. The Recorder's Office also manages municipal elections, GRAMA (Government Records Access Management Act) requests, public notices, public meeting agendas, minutes, and recordings.

BUDGET

City Recorder						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	198,827	213,602	231,379	237,373	5,994	2.6%
Overtime	376	-	200	200	-	0.0%
Benefits ²	82,915	86,742	93,408	98,912	5,504	5.9%
Car Allowance	3,000	3,115	3,000	3,000	(0)	0.0%
Total Personnel	285,118	303,459	327,987	339,484	11,497	3.5%
Operating						
Subscriptions and Memberships	575	1,390	500	500	-	0.0%
Public Notices	1,907	1,541	7,500	7,500	-	0.0%
Education and Travel ³	965	2,526	1,000	4,500	3,500	350.0%
Repairs, Maintenance, and Supplies	1,035	-	-	-	-	0.0%
Information Technology Equipment (Interfund) ⁴	5,966	5,008	4,265	6,815	2,550	59.8%
Communications and Telephone	403	419	600	600	-	0.0%
Professional Services	-	-	-	-	-	0.0%
Codification	16,325	5,183	8,200	8,200	-	0.0%
Election Supplies	25,860	-	52,000	500	(51,500)	-99.0%
Miscellaneous Supplies	377	(844)	500	500	-	0.0%
Miscellaneous Services	-	123	500	500	-	0.0%
Total Operating	53,413	15,346	75,065	29,615	(45,450)	-60.5%
TOTAL EXPENDITURES	\$ 338,531	\$ 318,805	\$ 403,052	\$ 369,099	\$ (33,953)	-8.4%

At a Glance:

Total Budget: \$369,099 | Full-Time Equivalent Employees: 2

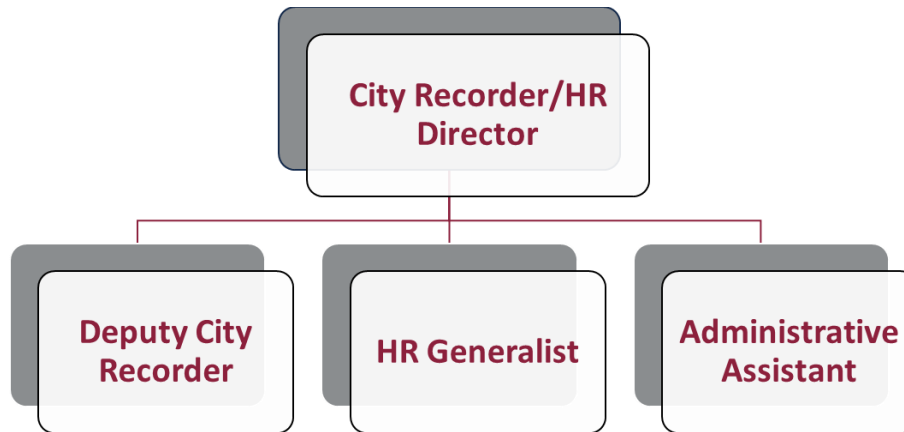
BUDGET CONTINUED

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 FY25 Benefit Increases
- 3 Increase in operating costs
- 4 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
HR Director/City Recorder	1.00	1.00	1.00	1.00
Deputy City Recorder	1.00	1.00	1.00	1.00
TOTAL CITY RECORDER	2.00	2.00	2.00	2.00

Human Resources



DEPARTMENT DESCRIPTION

The Human Resources Department provides city-wide support of personnel and benefits for all departments and employees. This support includes: recruitment, application processing, background investigations, drug testing, policy development, benefit administration, research and compliance with state and federal laws, investigation and dispute resolution, recognition programs, classification and compensation maintenance, and in-house training programs.

The department also provides risk management/safety support to all departments and employees. This support includes: safety inspections of facilities, accident review, claims processing, workers compensation claims, safety training, and safety incentives.

BUDGET

Human Resources						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	71,991	77,863	85,939	81,143	(4,796)	-5.6%
Benefits ²	29,667	30,919	39,238	50,788	11,550	29.4%
Total Personnel	101,658	108,782	125,177	131,932	6,755	5.4%
Operating						
Subscriptions and Memberships	2,287	816	2,500	2,500	-	0.0%
Public Notices - Job Postings ³	1,398	1,450	1,500	2,000	500	33.3%
Education and Travel	2,605	1,954	5,000	5,000	-	0.0%
Repairs, Maintenance, and Supplies	-	-	-	-	-	0.0%
Information Technology Equipment (Interfund) ⁴	1,844	2,195	996	3,848	2,852	286.3%
Communications and Telephone	-	-	-	-	-	0.0%
Professional Services	3,594	1,696	4,000	4,000	-	0.0%
Software	8,259	1,295	3,900	3,900	-	0.0%
Miscellaneous Supplies ³	2,924	280	1,200	1,500	300	25.0%
Miscellaneous Services	39	58	500	500	-	0.0%
Total Operating	22,950	9,744	19,596	23,248	3,652	18.6%
TOTAL EXPENDITURES	\$ 124,608	\$ 118,526	\$ 144,773	\$ 155,180	\$ 10,407	7.2%

At a Glance:

Total Budget: \$155,180 | Full-Time Equivalent Employees: 1

BUDGET CONTINUED

- 1 FY2024 Budgeted leave time payout for employee retirement
- 2 Represents actual benefit elections for new employees
- 3 Increase in operating costs
- 4 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
HR Generalist	1.00	1.00	1.00	1.00
TOTAL HUMAN RESOURCES	1.00	1.00	1.00	1.00

Employee Services

DEPARTMENT DESCRIPTION

The Employee Services department accounts for costs associated with miscellaneous programs benefitting Midvale City employees. These programs include:

- Employee Assistance Program
- Benefit administration costs
- Education reimbursement program
- Employee Association
- Employee recognition

BUDGET

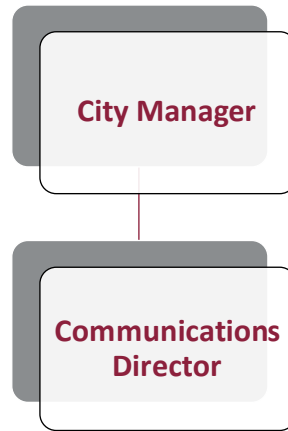
Employee Services						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Operating						
Employee Assistance Program	4,000	4,000	4,000	4,000	-	-100.0%
Flex Spending Plan Admin Fee	2,018	1,676	2,100	2,100	-	-100.0%
Drug Screening Services ¹	2,982	3,903	3,200	3,500	300	-91.4%
Education Reimbursement Program	1,098	3,914	10,000	10,000	-	-100.0%
Unemployment Insurance	617	1,490	6,000	6,000	-	-100.0%
Miscellaneous Supplies ²	1,274	135	13,000	500	(12,500)	-2600.0%
Miscellaneous Services	50	-	1,000	1,000	-	-100.0%
Employee Association ³	22,318	22,810	17,300	21,000	3,700	-82.4%
Employee Recognition Program	-	3,300	2,000	2,000	-	-100.0%
Safety Award Program	-	6,410	7,200	7,200	-	-100.0%
TOTAL EXPENDITURES	\$ 34,357	\$ 47,638	\$ 65,800	\$ 57,300	\$ (8,500)	-114.8%

- 1 Increase in turnover costs
- 2 Removal of one-time appropriation in FY2024
- 3 New programming for the Employees Association

At a Glance:

Total Budget: \$57,300 | Full-Time Equivalent Employees: 0

Communications



DEPARTMENT DESCRIPTION

The Communications Department works to provide accurate, timely information in a professional manner to residents, businesses, City employees, and the news media by utilizing a number of mediums, including: social media, City website, newsletters, e-mail notifications, direct mailings, videos, etc.

BUDGET

Communications						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	89,368	97,495	103,073	107,749	4,676	4.5%
Benefits ²	49,873	51,764	56,936	58,595	1,659	2.9%
Car Allowance	3,000	3,115	3,000	3,000	(0)	0.0%
Total Personnel	142,241	152,374	163,009	169,344	6,335	3.9%
Operating						
Subscriptions and Memberships	1,294	2,047	1,200	1,200	-	0.0%
Education and Travel	2,563	1,840	2,600	2,600	-	0.0%
Information Technology						
Equipment (Interfund) ³	1,684	1,310	726	5,471	4,745	653.6%
Communications and Telephone	403	419	403	403	-	0.0%
Professional Services ⁴	3,009	2,360	10,600	6,000	(4,600)	-43.4%
Newsletter	24,161	26,272	24,000	24,000	-	0.0%
Public Relations	-	-	-	-	-	0.0%
Software ⁵	-	38,136	67,900	36,000	(31,900)	-47.0%
City Celebration	68	-	-	-	-	0.0%
Miscellaneous Supplies ⁴	1,151	2,910	1,000	2,000	1,000	100.0%
Miscellaneous Services	-	18	600	600	-	0.0%
Volunteer Appreciation	-	961	-	-	-	0.0%
Total Operating	34,333	76,273	109,029	78,274	(30,755)	-28.2%
TOTAL EXPENDITURES	\$ 176,574	\$ 228,647	\$ 272,038	\$ 247,618	\$ (24,420)	-9.0%

At a Glance:

Total Budget: \$247,618 | Full-Time Equivalent Employees: 1

BUDGET CONTINUED

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 FY2025 Benefit Increase
- 3 Distributing City-wide software to departments
- 4 Changes to operating costs
- 5 Removal of new website set-up costs, adds new software

STAFFING

Position	FY2022	FY2023	FY2024	Tentative
				FY2025
Communications Director	1.00	1.00	1.00	1.00
TOTAL COMMUNICATIONS	1.00	1.00	1.00	1.00

DEPARTMENT DESCRIPTION

The Harvest Days department includes all costs for the City’s annual Harvest Days celebration. Over the years, the City has come together to celebrate the harvest of friendship and community found “in the middle of everything.”

BUDGET

Harvest Days						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Operating						
Permits	1,558	1,274	1,500	1,500	-	0.0%
Equipment	10,617	18,898	12,000	12,000	-	0.0%
Supplies and Advertising	3,094	11,832	12,000	12,000	-	0.0%
Professional Services ¹	-	10,000	20,000	25,000	5,000	25.0%
Entertainment	24,632	16,231	16,000	16,000	-	0.0%
Parade	5,774	10,439	5,000	5,000	-	0.0%
Fireworks	13,000	13,000	13,000	13,000	-	0.0%
Other Activities	7,452	8,265	5,500	5,500	-	0.0%
City Float	12,233	699	6,000	-	(6,000)	-100.0%
TOTAL EXPENDITURES	\$ 78,360	\$ 90,638	\$ 91,000	\$ 90,000	\$ (1,000)	-1.1%

1 Increase in Hoopes Events contract

At a Glance:

Total Budget: \$90,000 | Full-Time Equivalent Employees: 0

Community & Intergovernmental Relations

DEPARTMENT DESCRIPTION

The Community & Intergovernmental Relations budget includes programs and grants to support the residents of Midvale City. Included in this department are functions that support Salt Lake County's Midvale Senior Center, and grants to the Boys & Girls Club, Arts Council, museum, and CBC.

BUDGET

Community and Intergovernmental Relations						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	35,296	35,449	37,778	39,527	1,749	4.6%
Overtime	-	-	-	-	-	0.0%
Part-Time Salaries	4,646	958	-	-	-	0.0%
Benefits	9,288	8,362	9,779	9,841	62	0.6%
Uniform Allowance	-	-	300	300	-	0.0%
Total Personnel	49,230	44,769	47,857	49,668	1,811	3.8%
Operating						
Subscriptions and Memberships	30,046	28,544	31,500	30,500	(1,000)	-3.2%
Information Technology Equipment (Interfund)	1,604	998	1,619	1,675	56	3.5%
Vehicle Operating Costs (Interfund)	10,142	11,247	12,576	13,661	1,085	8.6%
Communications and Telephone	480	380	500	500	-	0.0%
Professional Services	2,736	-	2,200	2,000	(200)	-9.1%
CARES Act Projects	-	-	-	-	-	0.0%
Cinco De Mayo Celebration	-	-	200	200	-	0.0%
Grant to Boys & Girls Club	40,000	-	40,000	40,000	-	0.0%
Grant to Arts Council	45,000	45,000	45,000	45,000	-	0.0%
Grant to CBC	40,000	40,000	40,000	40,000	-	0.0%
Miscellaneous Supplies	126	348	1,000	1,000	-	0.0%
Miscellaneous Services	-	-	1,000	1,000	-	0.0%
Senior Citizens Miscellaneous	-	-	-	-	-	0.0%
Hillcrest Sports Grants	2,850	4,350	5,000	5,000	-	0.0%
Total Operating	172,984	130,867	180,595	180,536	(59)	0.0%
Capital						
Fleet Vehicle Replacement (Interfund)	5,782	5,782	5,782	5,782	-	0.0%
TOTAL EXPENDITURES	\$ 227,996	\$ 181,418	\$ 234,234	\$ 235,986	\$ 1,752	0.7%

At a Glance:

Total Budget: \$235,986 | Full-Time Equivalent Employees: .75

Community & Intergovernmental Relations

BUDGET CONTINUED

1 FY2025 Market, COLA, & Merit Salary Adjustments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Part-Time				
Van Driver/Maintenance Worker	0.75	0.75	0.75	0.75
Receptionist - Museum	0.25	0.25	-	-
TOTAL COMMUNITY AND INTERGOVERNMENTAL RELATIONS	1.00	1.00	0.75	0.75

DEPARTMENT DESCRIPTION

The Public Safety department includes expenditures the City contracts for Emergency Management (Unified Fire Authority), Police (Unified Police Department), Code Enforcement (Unified Police Department), and Animal Control (Salt Lake County).

BUDGET

Public Safety						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Information Technology Equipment (Interfund)	1,978	1,488	2,113	1,893	(220)	-10.4%
Operating						
Professional Services ¹	34,940	50,618	54,100	58,457	4,357	8.1%
Unified Police Department Contract ²	9,874,517	11,351,484	11,951,605	13,731,877	1,780,272	14.9%
Animal Control Contract ³	297,060	312,197	342,578	406,618	64,040	18.7%
Miscellaneous Supplies	-	-	300	300	-	0.0%
Miscellaneous Services	76,045	74,514	-	-	-	0.0%
Total Operating	10,284,540	11,790,301	12,350,696	14,199,145	1,848,449	15.0%
Capital						
Public Safety Grant Passthrough	39,669	-	-	-	-	0.0%
Total Capital	39,669	-	-	-	-	0.0%
TOTAL EXPENDITURES	\$ 10,324,209	\$ 11,790,301	\$ 12,350,696	\$ 14,199,145	\$ 1,848,449	15.0%

1 Increase in Emergency Manager contract

2 UPD PBIM Budget

3 Increase in Animal Control Contract

At a Glance:

Total Budget: \$14,199,145 | Full-Time Equivalent Employees: 0

Non-Departmental

DEPARTMENT DESCRIPTION

The Non-Departmental budget includes charges that benefit departments City-wide.

BUDGET

Non-Departmental						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Operating						
Office supplies	32,686	36,739	40,000	40,000	-	0.0%
Postage	15,447	14,492	15,000	15,000	-	0.0%
Bank charges	10,053	13,911	15,680	15,680	-	0.0%
Vehicle operating costs	4,057	4,499	5,030	5,464	434	8.6%
Insurance and surety ¹	64,529	63,203	68,800	78,800	10,000	14.5%
Trustee and bond related fees	-	-	-	-	-	0.0%
Loss contingency	-	282	8,200	8,200	-	0.0%
Miscellaneous supplies ²	1,705	-	500	5,500	5,000	1000.0%
Miscellaneous services ³	3,000	1,964	2,000	1,700	(300)	-15.0%
Total Operating	131,477	135,090	155,210	170,344	15,134	9.8%
Capital						
Fleet Vehicle Replacement	2,140	5,202	2,887	2,259	(628)	-21.8%
Debt Service						
Lease Payment to MBA	-	-	-	-	-	0.0%
Debt Service Principal	-	-	-	-	-	0.0%
Debt Service Interest	-	-	-	-	-	0.0%
Total Debt Service	-	-	-	-	-	0.0%
TOTAL EXPENDITURES	\$ 133,617	\$ 140,292	\$ 158,097	\$ 172,603	\$ 14,506	9.2%

1 Increase in Insurance Costs

2 City Hall Art Program

3 Transfer to City Council Budget & Plant Care Addition

At a Glance:

Total Budget: \$172,603 | Full-Time Equivalent Employees: 0

Contributions

DEPARTMENT DESCRIPTION

The Contributions budget includes transfers made from the General Fund to other Funds.

BUDGET

Contributions

	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Transfer to Capital Projects ¹	1,249,526	1,987,600	-	3,000,000	3,000,000	0.0%
Transfer to Capital Projects	-	-	-	-	-	0.0%
Transfer to IT Fund ²	-	200,000	-	32,000	32,000	0.0%
Transfer to RDA	-	-	-	-	-	0.0%
Transfer to Debt Service Fund	1,156,098	1,157,961	1,134,725	1,063,210	(71,515)	-6.3%
Transfer to Telecomm Fund	820,369	702,484	695,612	678,841	(16,771)	-2.4%
Transfer to Sanitation Fund	-	8,100	-	-	-	0.0%
TOTAL CONTRIBUTIONS	\$ 3,225,993	\$ 4,056,145	\$ 1,830,337	\$ 4,774,051	\$ 2,943,714	160.8%

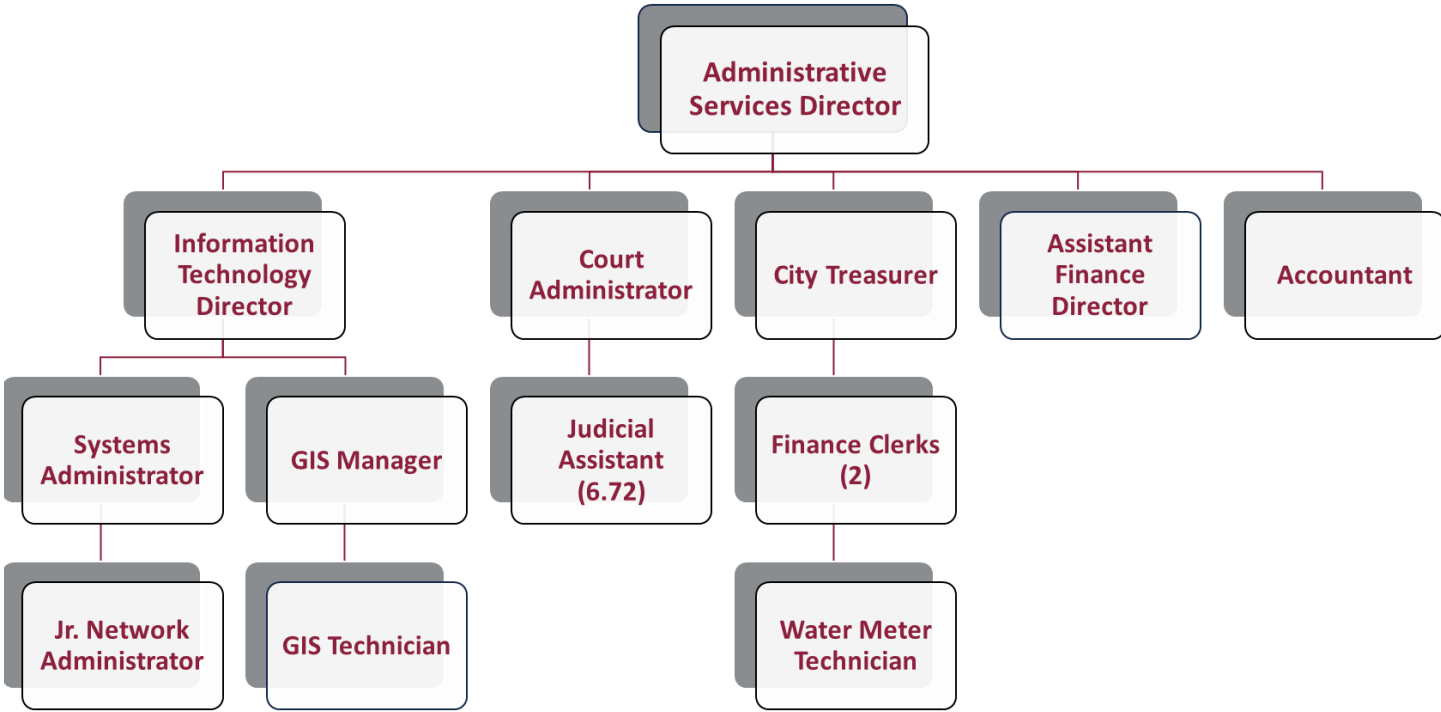
1 Transfer of Fund Balance for PW Building

2 One-Time funds to purchase three new copiers

At a Glance:

Total Budget: \$4,774,051 | Full-Time Equivalent Employees: 0

Administrative Services—Administration



DEPARTMENT DESCRIPTION

The Administrative Services Director oversees the Information Technology Department, which includes GIS, Finance Department, and Justice Court.

At a Glance:

Total Budget: \$218,935 | Full-Time Equivalent Employees: 1

Administrative Services—Administration

BUDGET

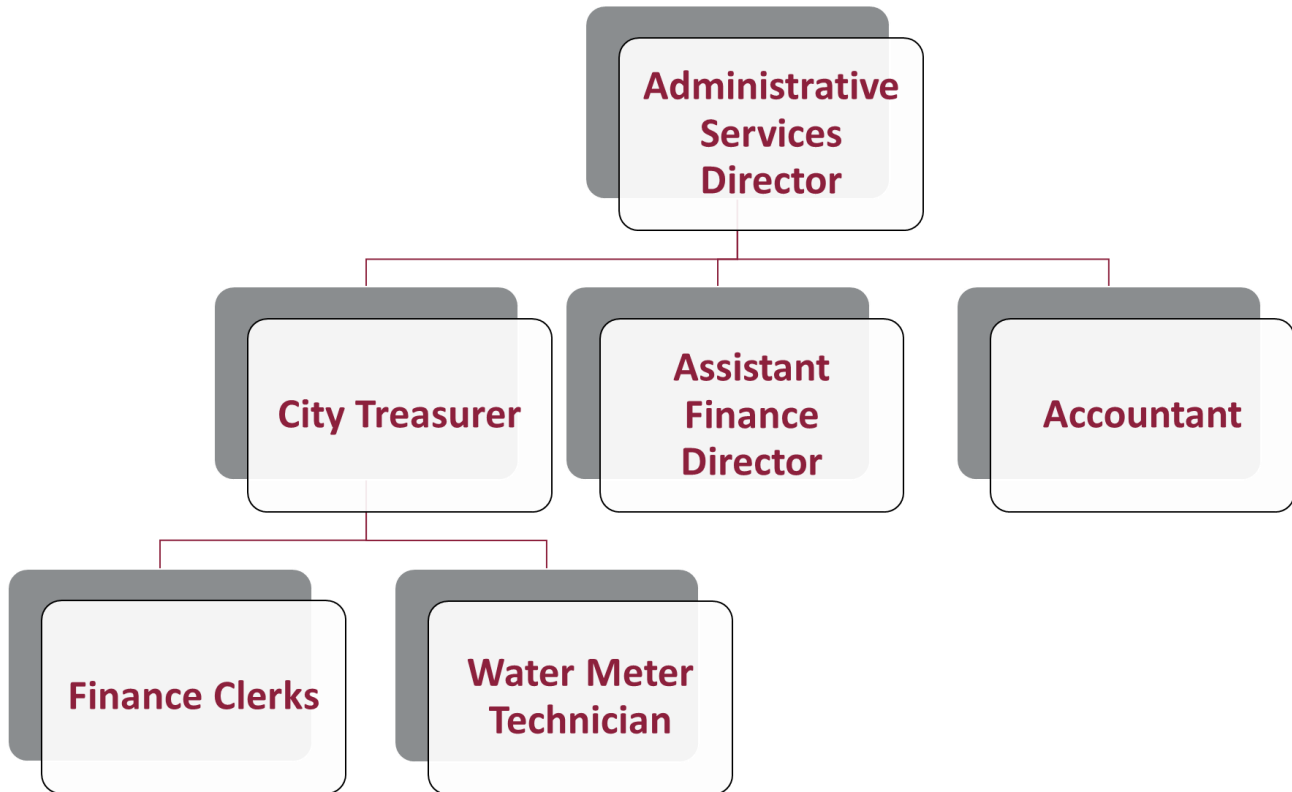
Administrative Services - Administration						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	114,152	135,950	143,804	150,229	6,425	4.5%
Benefits ²	44,058	53,168	57,364	60,409	3,045	5.3%
Car Allowance	2,654	3,115	3,000	3,000	(0)	0.0%
Total Personnel	160,864	192,233	204,168	213,638	9,470	4.6%
Operating						
Subscriptions and Memberships	150	76	400	400	-	0.0%
Education and Travel	-	1,052	1,000	1,500	500	50.0%
Repairs, Maintenance, and Supplies	-	-	-	-	-	0.0%
Information Technology Equipment (Interfund) ³	3,237	3,236	1,228	1,497	269	21.9%
Communications and Telephone	356	419	400	400	-	0.0%
Professional Services	445	-	500	500	-	0.0%
Miscellaneous Supplies	641	244	500	500	-	0.0%
Miscellaneous Services	55	88	500	500	-	0.0%
Total Operating	4,884	5,115	4,528	5,297	769	17.0%
TOTAL EXPENDITURES	\$ 165,748	\$ 197,348	\$ 208,696	\$ 218,935	\$ 10,239	4.9%

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 FY2025 Increase in benefit cost
- 3 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Administrative Services Director	1.00	1.00	1.00	1.00
TOTAL ADMINISTRATIVE SERVICES ADMIN	1.00	1.00	1.00	1.00

Administrative Services—Finance



DEPARTMENT DESCRIPTION

The Finance Department encompasses the City’s Finance and Utility Billing functions. The Finance division oversees all financial functions for the City, which include the City’s Annual Comprehensive Financial Report (ACFR), the annual budget, and all accounting functions. The Utility Billing division, under direction of the City Treasurer, creates and maintains all customer utility accounts. Customers are billed monthly for usage of culinary water, sewer, garbage (sanitation), storm drain, and street lighting. Additionally, Utility Billing division bills and collects fees on behalf of UTOPIA (Utah Telecommunication Open Infrastructure Agency) users.

At a Glance:

Total Budget: \$431,009 | Full-Time Equivalent Employees: 3.35

Administrative Services—Finance

BUDGET

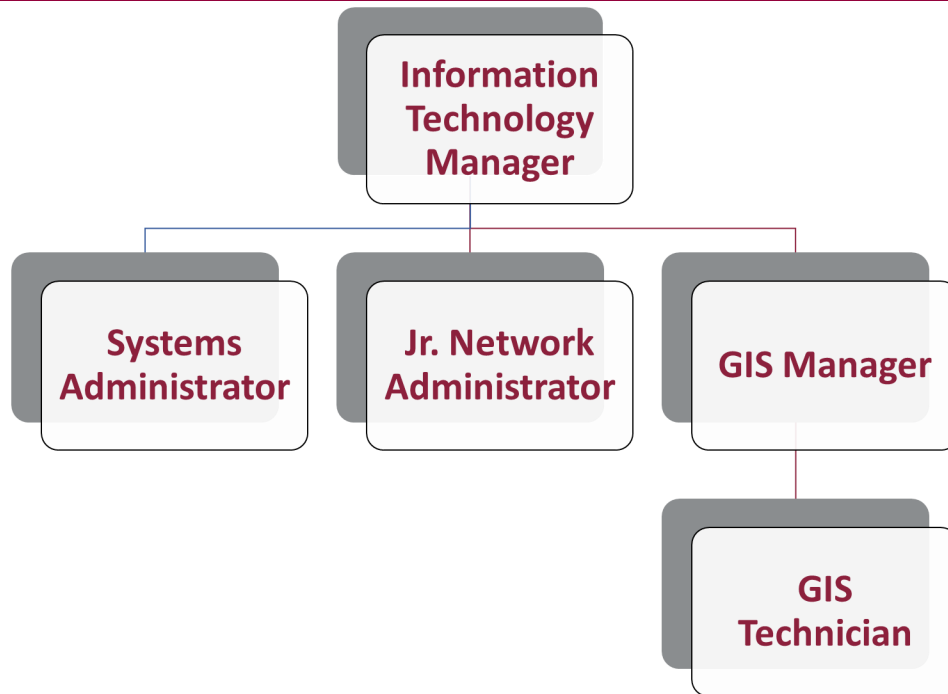
Administrative Services - Finance						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	262,721	299,247	269,292	259,329	(9,963)	-3.7%
Benefits ¹	144,773	164,130	138,678	121,940	(16,738)	-12.1%
Car Allowance	-	-	-	-	-	0.0%
Uniforms	1,244	733	675	675	-	0.0%
Total Personnel	408,738	464,110	408,645	381,944	(26,701)	-6.5%
Operating						
Subscriptions and Memberships	873	756	1,100	1,100	-	0.0%
Education and Travel	1,903	4,168	4,500	4,500	-	0.0%
Repairs, Maintenance, and Supplies	29	148	400	400	-	0.0%
Information Technology Equipment (Interfund) ²	18,656	14,050	8,619	11,965	3,346	38.8%
Communications and Telephone	886	1,015	1,000	1,000	-	0.0%
Professional Services	24,030	27,030	27,600	27,600	-	0.0%
Software	-	-	-	-	-	0.0%
Tool allowance	3,033	2,916	1,500	1,500	-	0.0%
Miscellaneous Supplies	666	436	500	500	-	0.0%
Miscellaneous Services	468	123	500	500	-	0.0%
Total Operating	50,544	50,642	45,719	49,065	3,346	7.3%
TOTAL EXPENDITURES	\$ 459,282	\$ 514,752	\$ 454,364	\$ 431,009	\$ (23,355)	-5.1%

- 1 Procurement/Contract Analyst moved to Legal
- 2 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Assistant Finance Director	1.00	1.00	1.00	1.00
Procurement/Contract Specialist	1.00	1.00	1.00	-
City Treasurer	0.35	0.35	0.35	0.35
Accountant	-	-	1.00	1.00
Finance Clerk	2.00	2.00	1.00	1.00
TOTAL FINANCE	4.35	4.35	4.35	3.35

Administrative Services—Information Technology



DEPARTMENT DESCRIPTION

The Information Technology department is responsible for managing the technology and network infrastructure, maintaining information system security, promoting technology education, and overseeing data disaster recovery planning. The City's GIS team is also housed in the Information Technology Department.

At a Glance:

Total Budget: \$837,372 | Full-Time Equivalent Employees: 4.3

Administrative Services—Information Technology

BUDGET

Administrative Services - Information Technology						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	338,328	370,507	325,417	332,450	7,033	2.2%
Overtime	221	32	400	-	(400)	-100.0%
Benefits ²	161,684	157,970	139,152	153,759	14,607	10.5%
Car Allowance	3,000	3,115	3,000	3,000	(0)	0.0%
Total Personnel	503,233	531,624	467,969	489,208	21,239	4.5%
Operating						
Subscriptions and Memberships	161	-	300	3,500	3,200	1066.7%
Education and Travel	8,949	6,035	15,000	15,000	-	0.0%
Information Technology Equipment (Interfund) ³	14,118	38,123	12,738	16,144	3,406	26.7%
Internet and Wireless ³	16,392	20,851	22,700	4,500	(18,200)	-80.2%
Communications and Telephone	25,608	26,147	32,195	32,695	500	1.6%
Professional Services ⁴	35,574	21,155	56,325	53,325	(3,000)	-5.3%
Computer Equipment	7,552	9,989	15,000	15,000	-	0.0%
Network Equipment ³	2,477	2,205	47,000	-	(47,000)	-100.0%
Software ³	288	9,970	19,920	2,000	(17,920)	-90.0%
Software Support ⁴	124,571	167,486	177,250	205,000	27,750	15.7%
Miscellaneous Supplies	-	466	500	500	-	0.0%
Miscellaneous Services	374	45	500	500	-	0.0%
Total Operating	236,064	302,472	399,428	348,164	(51,264)	-12.8%
TOTAL EXPENDITURES	\$ 739,297	\$ 834,096	\$ 867,397	\$ 837,372	\$ (30,025)	-3.5%

1 FY2025 Merit, COLA, & Market Adjustments

2 FY2025 Increase in benefit cost

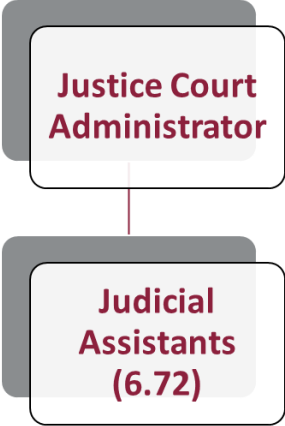
3 Moving costs to IT Internal Service Fund

4 Operating cost changes and new event software

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Information Technology Director	1.00	1.00	1.00	1.00
Systems Administrator	1.00	1.00	1.00	1.00
Network Administrator	1.00	1.00	0.00	0.00
Information Technology Technician	0.60	0.60	0.00	0.00
Jr. Network Administrator	0.00	0.00	0.60	0.60
GIS Manager	0.35	0.35	0.35	0.35
GIS Technician	0.35	0.35	0.35	0.35
TOTAL INFORMATION TECHNOLOGY	4.30	4.30	3.30	3.30

Administrative Services—Justice Court



DEPARTMENT DESCRIPTION

The Midvale Justice Court has jurisdiction over Class B and C misdemeanors, small claims, and infractions committed within the boundaries of Midvale City. These include all traffic, parking, and criminal offenses. The Justice Court is devoted to providing the best service possible. Of Court staff, four are fluent in Spanish, providing excellent service to different parts of our diverse community.

At a Glance:

Total Budget: \$1,142,749 | Full-Time Equivalent Employees: 8.72

Administrative Services—Justice Court

BUDGET

Administrative Services - Justice Court						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	454,498	558,988	600,190	616,351	16,161	2.7%
Overtime ²	230	-	300	100	(200)	-66.7%
Part-Time Wages ²	21,801	27,017	32,005	30,943	(1,062)	-3.3%
Benefits ³	218,720	278,734	300,105	348,603	48,498	16.2%
Car Allowance	3,000	3,115	3,000	3,000	(0)	0.0%
Total Personnel	698,249	867,854	935,600	998,996	63,396	6.8%
Operating						
Subscriptions and memberships	459	-	400	400	-	0.0%
Education and Travel	2,242	2,315	2,500	2,500	-	0.0%
Bank and card processing fees	13,513	12,362	15,000	15,000	-	0.0%
Repairs/maintenance/supplies	3,771	-	1,000	1,000	-	0.0%
Information Technology Equipment (Interfund) ⁴	25,295	18,851	19,417	21,053	1,636	8.4%
Communications/telephone	806	837	800	800	-	0.0%
Warrants enforcement ²	2,100	-	2,000	1,000	(1,000)	-50.0%
Judge pro tem fees ²	1,050	75	2,000	3,000	1,000	50.0%
Transport Fees ²	1,582	4,107	8,000	4,000	(4,000)	-50.0%
Witness fees	222	167	700	700	-	0.0%
Bailiff fees	9,409	53,344	78,200	78,200	-	0.0%
Interpreter fees ²	8,069	11,985	11,000	14,000	3,000	27.3%
Juror fees and supplies	1,488	609	600	600	-	0.0%
Miscellaneous supplies ²	951	773	500	750	250	50.0%
Miscellaneous services ²	440	413	500	750	250	50.0%
Capital purchases	4,007	-	-	-	-	0.0%
Total Operating	75,404	105,838	142,617	143,753	1,136	0.8%
TOTAL EXPENDITURES	\$ 773,653	\$ 973,692	\$ 1,078,217	\$ 1,142,749	\$ 64,532	6.0%

Administrative Services—Justice Court

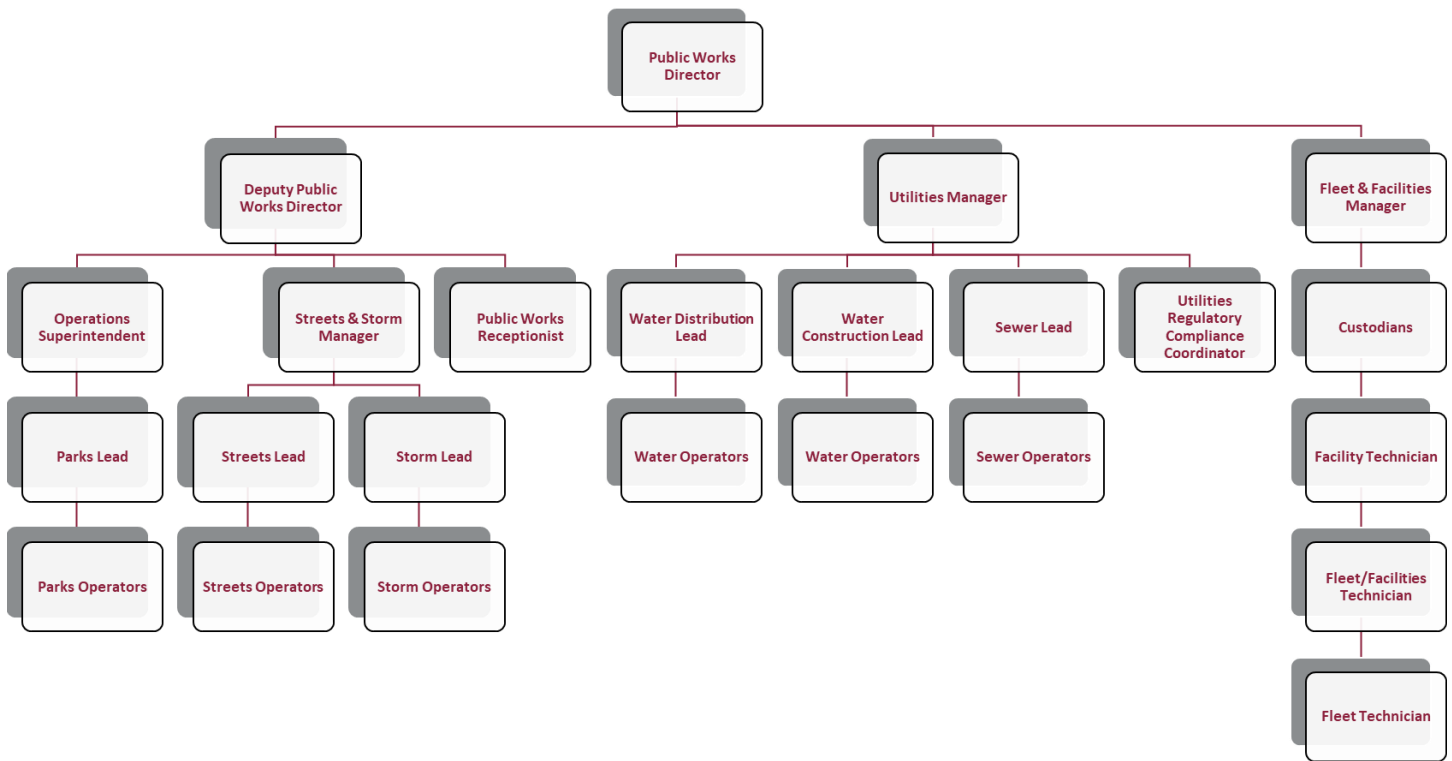
BUDGET CONTINUED

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 Operating cost changes
- 3 FY2025 Increase in benefit cost
- 4 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Judge	1.00	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00	1.00
Judicial Assistant I/II/III	6.00	6.00	6.00	6.00
Part-Time				
Judicial Assistant	0.72	0.72	0.72	0.72
TOTAL JUSTICE COURT	8.72	8.72	8.72	8.72

Public Works—Administration



DIVISION DESCRIPTION

The Public Works Administration division assists all divisions within Public Works through office support and first contact communications with the public. Public Works Administration manages all public works invoices, cemetery filings, burial scheduling, hydrant meter rentals, and all other walk-in public needs.

At a Glance:

Total Budget: \$410,448 | Full-Time Equivalent Employees: 2.4

Public Works—Administration

BUDGET

Public Works Administration						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	191,513	214,143	229,417	236,494	7,077	3.1%
Overtime ²	-	703	800	1,050	250	31.3%
Part-Time Salaries	-	-	-	-	-	0.0%
Benefits ³	88,610	103,824	124,799	129,703	4,904	3.9%
Total Personnel	280,123	318,670	355,016	367,247	12,231	0.0%
Operating						
Subscriptions and memberships	242	187	700	700	-	0.0%
Education and Travel	7,500	2,198	8,000	8,000	-	0.0%
Repairs/maintenance/supplies	170	69	500	500	-	0.0%
Med/safety supplies	-	140	-	-	-	0.0%
I.T. equipment ⁴	10,756	8,012	8,517	10,799	2,282	26.8%
Vehicle operating costs ²	6,085	6,748	7,546	8,196	650	8.6%
Communications/telephone	564	586	1,000	1,000	-	0.0%
Miscellaneous supplies	863	997	1,500	1,500	-	0.0%
Miscellaneous services	255	177	1,000	1,000	-	0.0%
Total Operating	26,435	19,114	28,763	31,695	2,932	0.0%
Capital						
Fleet Vehicle Replacement (Interfund)	2,625	4,439	4,439	11,507	7,068	0.0%
TOTAL EXPENDITURES	\$ 309,183	\$ 342,223	\$ 388,218	\$ 410,448	\$ 22,230	0.0%

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 Change in operating costs
- 3 FY2025 Increase in benefit cost
- 4 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Public Works Director	0.30	0.30	0.30	0.30
Public Works Deputy Director	0.95	0.95	0.95	0.95
Operations Superintendent	0.15	0.15	0.15	0.15
Parks & Operations Support Manager	0.00	0.00	0.00	0.00
Public Works Receptionist	1.00	1.00	1.00	1.00
TOTAL PUBLIC WORKS ADMIN	2.40	2.40	2.40	2.40

Public Works—Streets



DIVISION DESCRIPTION

The Streets Division is responsible for maintaining safe vehicle and pedestrian routes. Duties include snow plowing and salting, asphalt repair and maintenance, concrete repair and maintenance pertaining to sidewalk and curb and gutter, and property maintenance for City Right-of-Ways. The division also maintains street signage and oversees the streetlight and traffic signal programs contracted through Salt Lake County.

At a Glance:

Total Budget: \$1,087,054 | Full-Time Equivalent Employees: 5.45

Public Works—Streets

BUDGET

Streets						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	260,378	286,629	293,664	329,368	35,704	12.2%
Overtime	7,908	9,766	10,900	10,900	-	0.0%
Benefits ²	185,567	179,709	208,112	215,249	7,137	3.4%
Uniform Allowance ³	3,309	3,278	4,000	4,650	650	16.3%
Total Personnel	457,162	479,382	516,676	560,167	43,491	8.4%
Operating						
Subscriptions and Memberships	131	-	100	100	-	0.0%
Education and Travel	2,288	4,095	8,800	8,800	-	0.0%
Repairs, Maintenance, and Supplies ⁴	10,694	8,250	28,500	10,400	(18,100)	-63.5%
Medical and Safety Supplies	1,725	893	2,200	2,200	-	0.0%
Information Technology Equipment (Interfund) ⁵	5,254	3,745	4,926	7,744	2,818	57.2%
Vehicle Operating Costs (Interfund) ³	134,385	149,019	166,632	181,003	14,371	8.6%
Lease of Public Works Space	28,000	28,000	28,000	28,000	-	0.0%
Electricity - Signals ³	5,609	7,345	6,900	7,500	600	8.7%
Communications and Telephone	2,655	2,376	4,660	4,660	-	0.0%
Professional Services	-	95	-	-	-	0.0%
Contract Labor	-	-	-	-	-	0.0%
Special Highway Support	17,087	18,291	22,100	22,100	-	0.0%
Signal Maintenance ³	39,673	56,652	50,500	56,000	5,500	10.9%
Asphalt/Concrete	27,395	19,572	22,500	22,500	-	0.0%
Salt	17,721	46,791	27,600	27,600	-	0.0%
Signage	35,335	9,726	20,100	20,100	-	0.0%
Software	-	-	-	-	-	0.0%
Miscellaneous Supplies	219	-	8,000	8,000	-	0.0%
Miscellaneous Services	-	-	1,000	1,000	-	0.0%
Total Operating	328,171	354,850	402,518	407,707	5,189	1.3%
Capital						
Fleet Vehicle Replacement (Interfund)	107,248	109,554	123,989	119,180	(4,809)	-3.9%
Other Capital Outlay	-	-	-	-	-	0.0%
TOTAL EXPENDITURES	\$ 892,581	\$ 943,786	\$ 1,043,183	\$ 1,087,054	\$ 43,871	4.2%

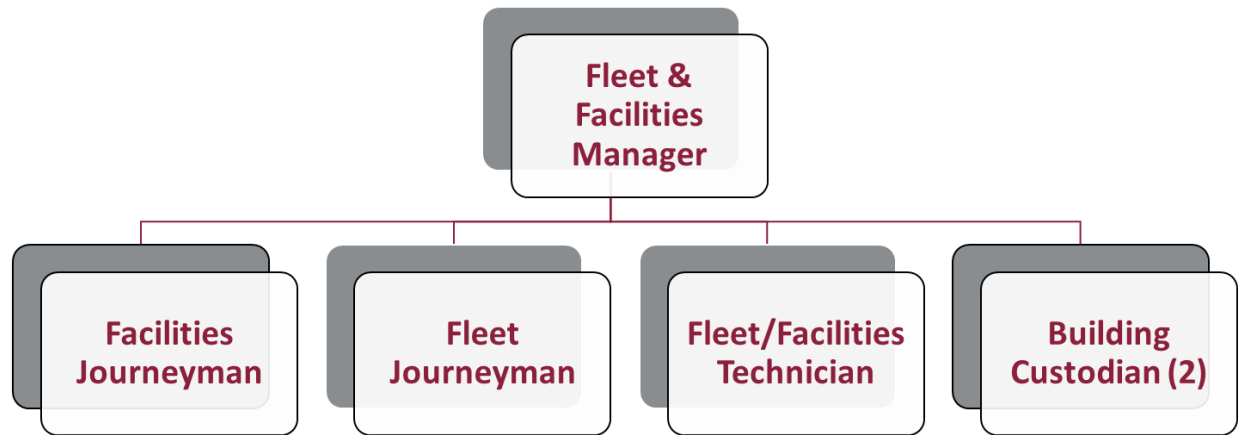
BUDGET CONTINUED

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 FY2025 Increase in benefit cost
- 3 Change in operating costs
- 4 Removal of one-time cost
- 5 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Streets and Storm Water Manager	0.45	0.45	0.45	0.45
Streets Crew Lead	1.00	1.00	1.00	1.00
Equipment Operator I/II	4.00	4.00	4.00	4.00
TOTAL STREETS	5.45	5.45	5.45	5.45

Public Works—Facilities



DIVISION DESCRIPTION

The Facilities Division is responsible for the maintenance and cleaning of all City owned and operated facilities and surrounding grounds.

BUDGET

Facilities						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	186,369	199,169	240,840	258,703	17,863	7.4%
Overtime ²	894	418	700	900	200	28.6%
Benefits ³	126,863	133,312	169,566	183,830	14,264	8.4%
Uniform Allowance	1,125	1,062	1,200	1,200	-	0.0%
Total Personnel	315,251	333,961	412,306	444,633	32,327	7.8%
Operating						
Travel ²	1,494	657	400	800	400	100.0%
Repairs, Maintenance, and Supplies	65,856	51,659	58,700	58,700	-	0.0%
Medical and Safety Supplies	295	286	300	300	-	0.0%
Information Technology Equipment (Interfund) ⁴	1,917	1,572	1,274	5,376	4,102	322.0%
Vehicle Operating Costs (Interfund) ²	15,213	16,870	18,864	20,491	1,627	8.6%
Electricity ²	57,231	61,448	60,600	65,000	4,400	7.3%
Rental property - Rep/maint/sup	-	-	-	-	-	-
Natural Gas ²	30,042	41,515	30,200	35,000	4,800	15.9%
Water and Sewer (Interfund)	85,828	94,616	126,370	126,370	-	0.0%
Communications and Telephone	2,982	2,951	3,412	3,412	-	0.0%
Professional Services ²	71	-	4,300	2,000	(2,300)	-53.5%
Contract labor	9,976	-	10,400	10,400	-	0.0%
Insurance - property	35,400	38,634	36,800	36,800	-	0.0%
Miscellaneous supplies	179	-	500	500	-	0.0%
Miscellaneous services ²	9,417	16,171	30,000	22,500	(7,500)	-25.0%
Total Operating	315,901	326,379	382,120	387,649	5,529	1.4%
Capital						
Building Improvements	-	10,256	31,900	24,500	(7,400)	-23.2%
Contingency	-	-	-	-	-	0.0%
Fleet Vehicle Replacement (Interfund)	11,842	13,089	23,114	13,941	(9,173)	-39.7%
Total Capital	11,842	23,345	55,014	38,441	(16,573)	-30.1%
TOTAL EXPENDITURES	\$ 642,994	\$ 683,685	\$ 849,440	\$ 870,723	\$ 21,283	2.5%

At a Glance:

Total Budget: \$870,723 | Full-Time Equivalent Employees: 4.20

Public Works—Facilities

BUDGET CONTINUED

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 Change in operating costs
- 3 FY2025 Increase in benefit cost
- 4 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Fleet/Facilities Manager	0.50	0.50	0.50	0.50
Facilities Journeyman	1.00	1.00	1.00	1.50
Apprentice Mechanic	0.20	0.20	0.20	0.20
Building Custodian	2.00	2.00	2.00	2.00
TOTAL BUILDING & GROUNDS	3.70	3.70	3.70	4.20

Public Works—Parks and Cemetery



DIVISION DESCRIPTION

The Parks and Cemetery Division is responsible for the maintenance of all City owned recreational open space including the Cemetery, parks, and trails. The division is also responsible for maintaining the landscaped medians and park strips within Midvale, and for overseeing the contract with the landscape company contracted by the City. The Parks and Cemetery Division maintains and cleans all associated park facilities including: restrooms, playground equipment, splash pad, sporting courts, and landscape irrigation maintenance. The division also performs all burials and coordinates all funerals and cemetery work.

At a Glance:

Total Budget: \$872,696 | Full-Time Equivalent Employees: 4

Public Works—Parks and Cemetery

BUDGET

Parks and Cemetery						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	147,235	167,970	215,871	242,019	26,148	12.1%
Overtime	4,728	12,239	8,700	8,200	(500)	-5.7%
Benefits	66,244	96,169	142,768	130,744	(12,024)	-8.4%
Uniform Allowance ²	2,121	1,733	2,000	2,650	650	32.5%
Total Personnel	220,328	278,111	369,339	383,613	14,274	3.9%
Operating						
Subscriptions and Memberships	355	592	1,500	1,500	-	0.0%
Education and Travel	1,533	4,114	5,600	5,600	-	0.0%
Repairs, Maintenance, and Supplies ²	22,937	28,974	20,900	23,400	2,500	12.0%
Soft Fall Fill	-	1,168	9,000	9,000	-	0.0%
Splash Pad Maintenance & Repair	-	-	5,000	5,000	-	0.0%
Playground Equipment Maintenance	-	-	20,000	20,000	-	0.0%
Medical and Safety Supplies	343	340	1,000	1,000	-	0.0%
Information Technology Equipment (Interfund) ³	7,835	5,284	6,873	8,074	1,201	17.5%
Vehicle Operating Costs (Interfund) ²	10,142	11,247	12,576	13,661	1,085	8.6%
Small Capital Purchases	313	-	-	-	-	0.0%
Electricity ²	18,569	21,783	19,400	21,000	1,600	8.2%
Communications and Telephone	1,260	1,317	2,170	2,170	-	0.0%
Contract Labor	191,180	219,569	330,000	330,000	-	0.0%
Software	-	796	-	-	-	0.0%
Miscellaneous Supplies	-	-	500	500	-	0.0%
Miscellaneous Services	619	14,883	2,000	2,000	-	0.0%
Total Operating	255,086	310,067	436,519	442,905	6,386	1.5%
Capital						
Building Improvements	522	6,897	8,000	8,000	-	0.0%
Fleet Vehicle Replacement (Interfund)	12,817	41,430	39,655	38,179	(1,476)	-3.7%
Total Capital	13,339	48,327	47,655	46,179	(1,476)	-3.1%
TOTAL EXPENDITURES	\$ 488,753	\$ 636,505	\$ 853,513	\$ 872,696	\$ 19,183	2.2%

1 FY2025 Market, COLA, & Merit Salary Adjustments

2 Change in operating costs

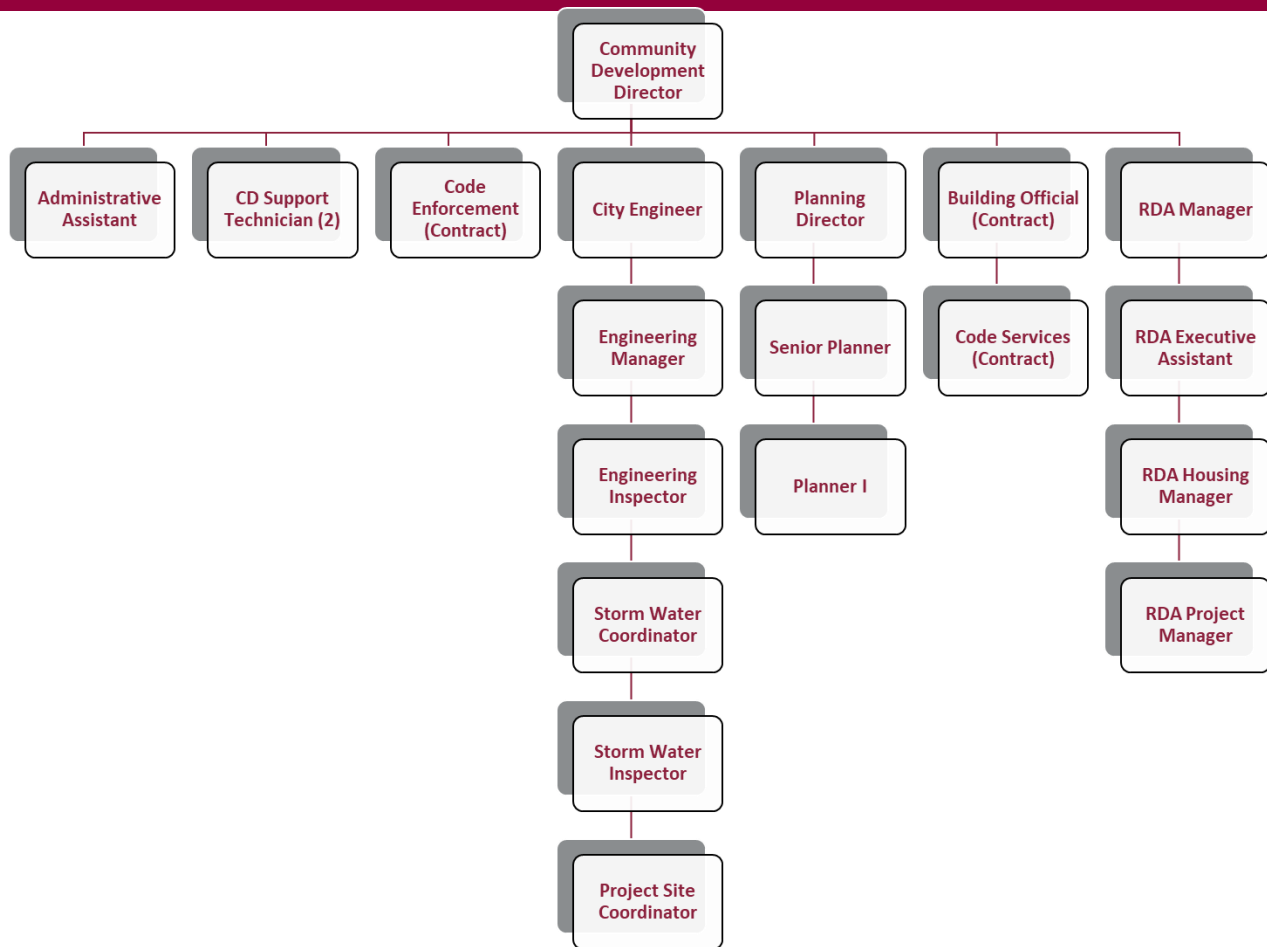
3 Distributing City-wide software to departments

Public Works—Parks and Cemetery

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Operations Support Supervisor	0.55	0.00	0.00	0.00
Parks Crew Lead	1.00	1.00	1.00	1.00
Parks Maintenance I	1.00	1.00	1.00	1.00
Parks Maintenance I	0.00	0.00	0.50	1.00
Equipment Operator I	1.00	1.00	1.00	1.00
TOTAL PARKS & CEMETERY	3.55	3.00	3.50	4.00

Community Development—Administration



DEPARTMENT DESCRIPTION

Community Development Administration includes overall support for the divisions within Community Development, economic development, business licensing, and a grant funded Project Site Coordinator.

At a Glance:

Total Budget: \$678,389 | Full-Time Equivalent Employees: 4.5

Community Development—Administration

BUDGET

Community Development Administration						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	435,723	452,359	385,263	402,671	17,408	4.5%
Overtime ²	237	1,036	1,000	1,500	500	50.0%
Benefits ³	202,179	178,988	177,331	191,480	14,149	8.0%
Car Allowance	6,000	4,038	3,000	3,000	(0)	0.0%
Total Personnel	644,139	636,421	566,594	598,651	32,057	5.7%
Operating						
Subscriptions and Memberships	2,045	2,483	3,000	3,000	-	0.0%
Education and Travel ²	6,192	3,108	6,500	7,000	500	7.7%
Bank Charges	7,649	11,435	12,820	12,820		0.0%
Information Technology Equipment (Interfund) ⁴	15,192	11,880	9,361	13,287	3,926	41.9%
Vehicle Operating Costs (Interfund) ²	5,071	5,623	6,288	6,830	542	8.6%
Communications and Telephone	1,339	1,485	1,193	1,193	-	0.0%
Professional Services ²	12,375	-	36,500	10,000	(26,500)	-72.6%
Special Development Projects ²	2,435	9,224	28,340	10,000	(18,340)	-64.7%
Economic Development Promotions	-	10,060	10,000	10,000	-	0.0%
Miscellaneous Supplies	1,023	845	1,000	1,000	-	0.0%
Miscellaneous Services	1,385	-	500	500	-	0.0%
Total Operating	54,706	56,143	115,502	75,630	(39,872)	-34.5%
Capital						
Fleet Vehicle Replacement (Interfund)	2,116	3,401	3,401	4,108	707	20.8%
TOTAL EXPENDITURES	\$ 700,961	\$ 695,965	\$ 685,497	\$ 678,389	\$ (7,108)	-1.0%

1 FY2025 Market, COLA, & Merit Salary Adjustments

2 Change in operating costs

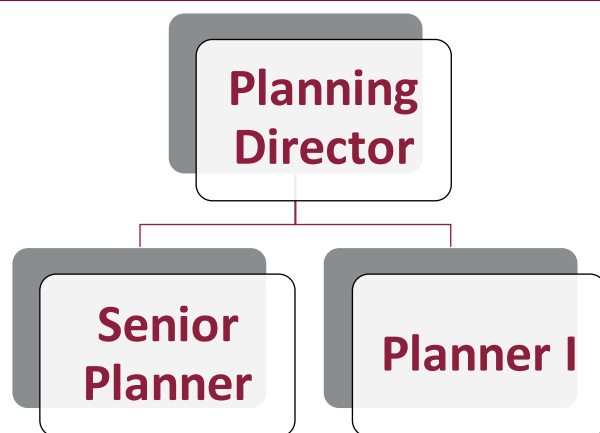
3 FY2025 Increase in benefit cost

4 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Community Development Director	1.00	1.00	1.00	1.00
Economic Development Director	1.00	1.00	1.00	0.00
Executive Assistant	1.00	0.50	0.50	0.50
Project Site Coordinator*	1.00	1.00	1.00	1.00
Community Development Support Technician	2.00	2.00	2.00	2.00
TOTAL COMMUNITY DEVELOPMENT ADMIN	6.00	5.50	5.50	4.50

Community Development—Planning and Zoning



DEPARTMENT DESCRIPTION

The Planning and Zoning Division is responsible for providing effective, transparent, and efficient professional services to the public. The Division also ensures compliance with Midvale City’s Municipal Code for all building plans, subdivision plans, land use and zone amendments, *etc.* In addition, the division is charged with creation and modification of the City’s General Plans and other planning documents.

BUDGET

Planning and Zoning						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	242,369	226,194	259,018	260,585	1,567	0.6%
Overtime ²	280	1,652	400	2,000	1,600	400.0%
Benefits ³	109,584	123,540	151,708	145,915	(5,793)	-3.8%
Total Personnel	352,233	351,386	411,126	408,500	(2,626)	-0.6%
Operating						
Subscriptions and Memberships	618	1,690	2,000	2,000	-	0.0%
Education and Travel	878	1,565	7,500	7,500	-	0.0%
Repairs, Maintenance, and Supplies	-	-	-	-	-	0.0%
Information Technology Equipment (Interfund) ⁴	13,275	8,537	9,187	8,812	(375)	-4.1%
Communications and Telephone	326	388	1,500	1,500	-	0.0%
Professional Services ²	28,381	5,550	39,400	5,000	(34,400)	-87.3%
Contract Labor	-	-	-	-	-	
Special Development Projects	-	-	-	-	-	0.0%
Miscellaneous Supplies	994	2,061	2,000	2,000	-	0.0%
Miscellaneous Services	-	1,635	500	500	-	0.0%
Planning Commision Misc	-	-	3,500	4,000	500	14.3%
Total Operating	44,472	21,426	65,587	31,312	(34,275)	-52.3%
TOTAL EXPENDITURES	\$ 396,705	\$ 372,812	\$ 476,713	\$ 439,812	\$ (36,901)	-7.7%

At a Glance:

Total Budget: \$439,812 | Full-Time Equivalent Employees: 3

Community Development—Planning and Zoning

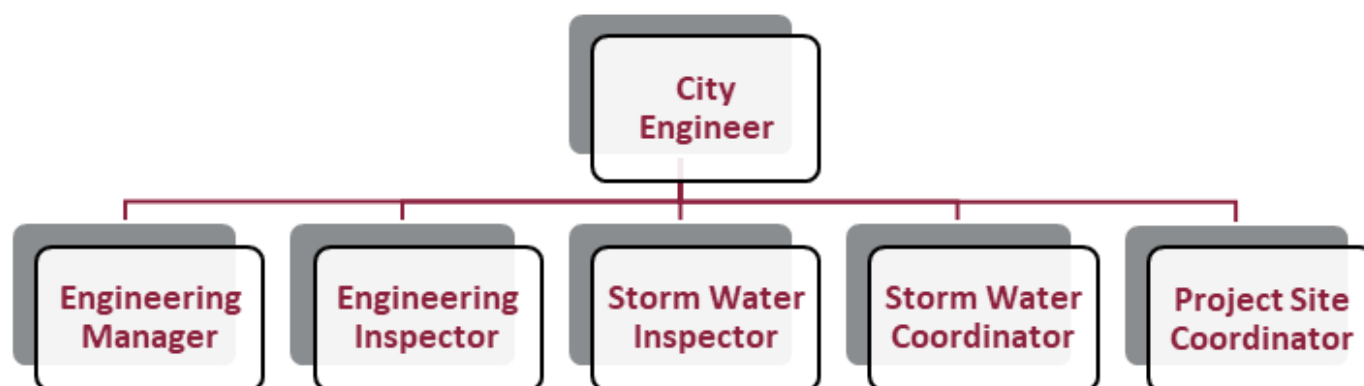
BUDGET CONTINUE

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 Change in operating costs
- 3 FY2025 New employee benefit selection
- 4 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative
				FY2025
City Planner	1.00	1.00	1.00	1.00
Senior Planner	1.00	1.00	1.00	1.00
Planner I/II	1.00	1.00	1.00	1.00
TOTAL PLANNING AND ZONING	3.00	3.00	3.00	3.00

Community Development—Engineering



BUDGET

Engineering						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	79,649	85,802	89,370	94,719	5,349	6.0%
Benefits ²	23,795	24,103	25,972	26,953	981	3.8%
Uniform Allowance	2,409	2,395	3,500	3,500	-	0.0%
Total Personnel	105,853	112,300	118,842	125,172	6,330	5.3%
Operating						
Subscriptions and Memberships	210	274	600	600	-	0.0%
Education and Travel ³	9,408	6,617	7,500	9,500	2,000	26.7%
Information Technology Equipment (Interfund) ⁴	14,380	10,103	6,150	8,410	2,260	36.7%
Vehicle Operating Costs (Interfund) ³	10,142	11,247	12,576	13,661	1,085	8.6%
Communications and Telephone ³	2,649	2,853	10,000	4,000	(6,000)	-60.0%
Professional Services ³	3,052	12,092	45,800	18,900	(26,900)	-58.7%
Engineering Supplies	550	1,193	1,000	1,000	-	0.0%
Computer Software	9,826	-	-	-	-	0.0%
Miscellaneous Supplies	923	322	500	500	-	0.0%
Miscellaneous Services	-	650	500	500	-	0.0%
Total Operating	51,140	45,351	84,626	57,071	(27,555)	-32.6%
Capital						
Fleet Vehicle Replacement (Interfund)	13,434	22,791	15,711	12,257	(3,454)	-22.0%
TOTAL EXPENDITURES	\$ 170,427	\$ 180,442	\$ 219,179	\$ 194,500	\$ (24,679)	-11.3%

At a Glance:

Total Budget: \$194,500 | Full-Time Equivalent Employees: .75

Community Development—Engineering

BUDGET CONTINUED

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 FY2025 Increase in benefit cost
- 3 Change in operating costs
- 4 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
City Engineer	0.25	0.25	0.25	0.25
Engineering Manager	0.50	0.50	0.50	0.50
GIS Manager	0.35	0.35	0.00	0.00
GIS Specialist I	0.35	0.35	0.00	0.00
TOTAL ENGINEERING	1.45	1.45	0.75	0.75

Community Development—Code Enforcement

DEPARTMENT DESCRIPTION

Code Enforcement is provided by the Unified Police Department, which is funded in the Public Safety budget.

BUDGET

Code Enforcement						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries	-	-	-	-	-	0.0%
Benefits	-	-	-	-	-	0.0%
Total Personnel	-	-	-	-	-	0.0%
Operating						
Subscriptions and Memberships	-	-	-	-	-	0.0%
Education and Travel	-	-	-	-	-	0.0%
Information Technology Equipment (Interfund) ¹	3,008	2,101	582	202	(380)	-65.3%
Vehicle Operating Costs (Interfund)	-	-	-	-	-	0.0%
Miscellaneous Supplies	-	115	500	500	-	0.0%
Miscellaneous Services	-	1,463	1,000	1,000	-	0.0%
Total Operating	3,008	3,679	2,082	1,702	(380)	-18.3%
TOTAL EXPENDITURES	\$ 3,008	\$ 3,679	\$ 2,082	\$ 1,702	\$ (380)	-18.3%

1 Distributing City-wide software to departments

At a Glance:

Total Budget: \$1,702 | Full-Time Equivalent Employees: 0

Community Development—Building Inspection

DEPARTMENT DESCRIPTION

The City has historically contracted out the bulk of their building inspection services to a professional engineering company. However, in Fiscal Year 2025 the City is planning on hiring an in-house Building Official and Building Plan Reviewer. In addition to FTEs, the department's budget includes payments to the engineering company and other incidental costs related to the building inspection process.

BUDGET

Building Inspection						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Personnel						
Salaries ¹	-	-	42,279	174,556	132,277	312.9%
Benefits ¹	-	-	17,487	104,031	86,544	494.9%
Total Personnel	-	-	59,766	278,587	218,821	366.1%
Operating						
Uniform allowance ¹	-	-	600	600	-	0.0%
Subscriptions and memberships ¹	-	-	200	200	-	0.0%
Travel ¹	-	443	1,000	1,000	-	0.0%
Repairs, Maintenance, and Supplies	-	-	-	-	-	0.0%
Information Technology Equipment (Interfund)	16	32	180	174	(6)	-3.3%
Communications and Telephone	-	-	68	68	-	0.0%
Professional Services ¹	211,744	289,995	286,900	68,079	(218,821)	-76.3%
Miscellaneous Supplies	-	-	500	500	-	0.0%
Miscellaneous Services	-	-	500	500	-	0.0%
Total Operating	211,760	290,470	289,948	71,121	(218,827)	-75.5%
Capital						
Fleet Vehicle Replacement (Interfund)	-	-	-	-	-	0.0%
TOTAL EXPENDITURES	\$ 211,760	\$ 290,470	\$ 349,714	\$ 349,708	\$ (6)	0.0%

1 Bringing building inspection services in-house by hiring a building official and building plan reviewer

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Building Official	0.00	0.00	0.00	1.00
Building Plan Reviewer	0.00	0.35	0.60	1.00
TOTAL BUILDING INSPECTION	0.00	0.35	0.60	2.00

At a Glance:

Total Budget: \$349,708 | Full-Time Equivalent Employees: 2

Debt Service Funds



Debt Service Fund

DESCRIPTION

The Debt Service Fund is provided to account for the revenues and expenditures related to long-term debt that is not accounted for in the Enterprise or Special Revenue Funds. This includes accounting for bond principal, interest, and other debt related expenditures. Any changes in the budget reflect scheduled debt payments.

BUDGET

Debt Service Fund						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Interest Revenue	275	3,690	-	-	-	0.0%
Loan Payment - Developer	245,331	46,281	245,331	245,331	-	0.0%
Transfer From General Fund	1,156,098	1,157,961	1,134,725	1,063,210	(71,515)	-6.3%
Transfer from Jordan Bluffs	-	449,132	449,131	449,131	-	0.0%
TOTAL REVENUES	1,401,704	1,657,064	1,829,187	1,757,672	(71,515)	-3.9%
Expenditures:						
Trustee and Bond Related Fees	4,550	4,550	6,000	5,000	(1,000)	-16.7%
Lease Payment to MBA	372,898	374,961	352,724	279,008	(73,716)	-20.9%
Debt Service Principal	703,717	1,027,432	1,060,149	1,098,906	38,757	3.7%
Debt Service Interest	318,814	444,031	410,314	374,758	(35,556)	-8.7%
TOTAL EXPENDITURES	1,399,979	1,850,974	1,829,187	1,757,672	(71,515)	-3.9%
FUND BALANCE - CONTRIBUTION TO (USE OF)	1,725	(193,910)	-	-	-	

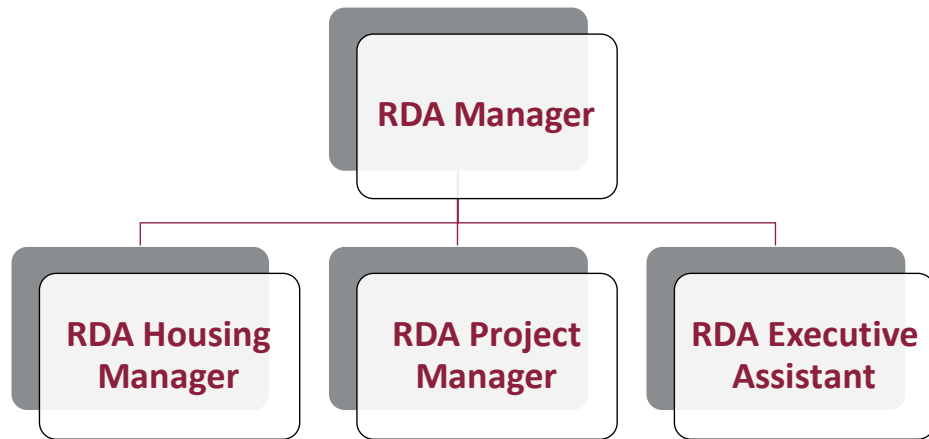
At a Glance:

Total Budget: \$1,757,672 | Full-Time Equivalent Employees: 0

Special Revenue Funds



Redevelopment Agency—Operations



BUDGET

Redevelopment Agency - Operations

	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Interest Earnings ¹	(1,814)	10,367	2,000	10,000	8,000	400.0%
Miscellaneous revenue	200	-	-	-	-	0.0%
Transfer from other RDA accts ²	790,264	735,752	729,103	771,103	42,000	5.8%
TOTAL REVENUES	\$ 788,650	\$ 746,119	\$ 731,103	\$ 781,103	\$ 50,000	6.8%
Expenditures:						
Personnel						
Salaries ³	189,489	272,204	297,991	314,482	16,491	5.5%
Benefits ⁴	98,152	142,349	155,483	164,357	8,874	5.7%
Total Personnel	287,641	414,553	453,474	478,839	25,365	5.6%
Operating						
Subscriptions and Memberships ⁵	920	1,333	1,200	6,000	4,800	400.0%
Education and Travel	977	4,550	15,000	15,000	-	0.0%
Equipment, Supplies, and Maintenance ⁵	3,161	406	3,000	4,500	1,500	50.0%
Information Technology Equipment (Interfund) ⁶	8,977	6,025	6,009	9,975	3,966	66.0%
Communications and Telephone ⁵	1,093	2,034	1,267	1,500	233	18.4%
Professional Services ⁵	58,002	53,100	72,600	60,000	(12,600)	-17.4%
Administrative Fee (Interfund) ⁵	233,158	241,591	292,787	319,523	26,736	9.1%
Total Operating	306,288	309,039	391,863	416,498	24,635	6.3%
TOTAL EXPENDITURES	\$ 593,929	\$ 723,592	\$ 845,337	\$ 895,337	\$ 50,000	5.9%
FUND BALANCE - CONTRIBUTION TO (USE OF)	\$ 194,721	\$ 22,527	\$ (114,234)	\$ (114,234)	\$ (0)	

At a Glance:

Total Budget: \$895,337 | Full-Time Equivalent Employees: 3.4

Redevelopment Agency—Operations

BUDGET CONTINUED

- 1 Increased to reflect actuals
- 2 Increased because expenses in RDA operations are covered by the project area accounts
- 3 FY2025 Market, COLA, & Merit Salary Adjustments
- 4 FY2025 Increase in benefit cost
- 5 Changes in operating costs
- 6 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
RDA Manager	1.00	1.00	1.00	1.00
RDA Housing Project Manager	1.00	0.40	0.40	0.40
RDA Project Manager	1.00	0.50	1.00	1.00
Executive Assistant	1.00	0.50	0.50	0.50
CD Executive Assistant	0.00	0.50	0.50	0.50
TOTAL BUSINESS LICENSING	4.00	2.90	3.40	3.40

Redevelopment Agency—Bingham Junction

FUND DESCRIPTION

The Bingham Junction Project Area was adopted by the Redevelopment Agency of Midvale City and the Board of Directors on August 10, 2004. The project area encompasses 390 acres in the northwest corner of the City. This project area consists primarily of the Midvale Slag Superfund Site, which completed major cleanup activities by 2007.

The Bingham Junction Project Area provides for collection of 80 percent of the property tax increment generated for a period of 25 years. The primary purpose of the project area is to address the extraordinary costs imposed on the property as a former Superfund site, as well as the construction of infrastructure to prepare the area for development activities.

BUDGET

Redevelopment Agency - Bingham Junction Project Area						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Tax Increment Revenue ¹	586,421	602,046	618,516	645,112	26,596	4.3%
Contributions From Other Governments (Tax Increment) ¹	6,893,701	6,890,093	7,311,175	7,625,556	314,381	4.3%
Interest Earnings ²	12,818	277,989	80,000	100,000	20,000	25.0%
Bond Interest Revenue	-	-	-	-	-	0.0%
Transfer from other RDA accts	50,207	-	-	-	-	0.0%
Sundry Revenues	-	-	-	-	-	0.0%
TOTAL REVENUES	\$ 7,543,147	\$ 7,770,128	\$ 8,009,691	\$ 8,370,668	\$ 360,977	4.5%
Expenditures:						
Professional Services ³	1,000	1,000	150,000	15,000	(135,000)	-90.0%
Developer reimbursement	1,586,103	685,629	800,000	800,000	-	0.0%
Public Art - P/Y	-	39,490	170,000	170,000	-	0.0%
Infrastructure imprvmnts - C/Y	4,694	-	-	-	-	0.0%
City Hall Plaza Project ³	-	-	1,475,000	1,620,406	145,406	9.9%
Public Improvements	-	102,790	75,000	75,000	-	0.0%
Debt service principal ⁴	2,039,000	2,120,000	2,207,000	2,307,000	100,000	4.5%
Interest on bonds ⁴	1,439,715	1,359,992	1,275,772	1,176,173	(99,599)	-7.8%
Transfer to Administration ³	571,123	620,502	579,103	603,929	24,826	4.3%
Transfer to Citywide Housing ⁵	1,952,000	1,520,000	1,982,423	2,067,667	85,244	4.3%
Transfer to Jordan Bluffs Proj	-	-	-	-	-	0.0%
Transfer to Main St Proj ³	1,631,730	50,000	550,000	1,100,000	550,000	100.0%
Transfer to BJ Bond Proj Fund	-	-	-	-	-	0.0%
TOTAL EXPENDITURES	\$ 9,225,365	\$ 6,499,403	\$ 9,264,298	\$ 9,935,175	\$ 670,877	7.2%
FUND BALANCE - CONTRIBUTION TO (USE OF)	(1,682,218)	1,270,725	(1,254,607)	(1,564,507)	(309,900)	

At a Glance:

Total Budget: \$9,935,175 | Full-Time Equivalent Employees: 0

Redevelopment Agency—Bingham Junction

BUDGET CONTINUED

- 1 Growth in project area
- 2 Increase to reflect actuals
- 3 Changes in operating costs and projects
- 4 Schedule long-term debt payments
- 5 Mandatory contribution to housing fund

Redevelopment Agency—Jordan Bluffs

FUND DESCRIPTION

The Jordan Bluffs Project Area was adopted by the Redevelopment Agency of Midvale City and the Board of Directors on August 10, 2004. The project area encompasses 268 acres in the southwest corner of the City. This project area consists primarily of the Midvale Slag Superfund Site, which completed major cleanup activities by 2007.

The Jordan Bluffs Project Area provides for collection of 80 percent of the property tax increment generated for a period of 25 years. The primary purpose of the project area is to address the extraordinary costs imposed on the property as a former Superfund site, as well as the construction of infrastructure to prepare the area for development activities.

BUDGET

Redevelopment Agency - Jordan Bluffs Project Area						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Contributions from Other Governments ¹	1,237,271	2,001,541	2,968,543	3,146,656	178,113	6.0%
Property Tax Revenue ¹	105,142	175,177	251,457	266,544	15,087	6.0%
Interest revenue ²	(2,810)	53,625	20,000	40,000	20,000	100.0%
Transfer from other RDA funds	-	-	-	-	-	0.0%
TOTAL REVENUES	\$ 1,339,603	\$ 2,230,343	\$ 3,240,000	\$ 3,453,200	\$ 213,200	6.6%
Expenditures:						
Infrastructure	71,676	-	-	-	-	0.0%
Professional Services	121,775	112,000	112,000	112,000	-	0.0%
Developer Reimbursement	-	341,045	1,100,000	1,100,000	-	0.0%
Taxing Entity Tax Payments ¹	268,493	435,593	644,000	682,640	38,640	6.0%
Public Art	-	-	50,000	50,000	-	0.0%
Public Improvements	-	-	50,000	50,000	-	0.0%
Transfer to Administration ³	43,603	115,250	150,000	167,174	17,174	11.4%
Transfer to Citywide Housing	174,413	368,000	515,200	515,200	-	0.0%
Transfer to Debt Service Fund	-	449,132	449,132	449,132	-	0.0%
TOTAL EXPENDITURES	\$ 679,960	\$ 1,821,020	\$ 3,070,332	\$ 3,126,146	\$ 55,814	1.8%
FUND BALANCE - CONTRIBUTION TO (USE OF)	659,643	409,323	169,668	327,054	157,386	

1 Growth in project area

2 Increase to reflect actuals

3 Changes in operating costs

At a Glance:

Total Budget: \$3,126,146 | Full-Time Equivalent Employees: 0

Redevelopment Agency—Main Street

FUND DESCRIPTION

The Main Street Community Development Area was adopted by the Redevelopment Agency of Midvale City and the Board of Directors on November 17, 2015. In 2021, the taxing entities entered into Interlocal Cooperation Agreements with the Agency whereby they participate 60 percent of their tax increment for 20 years. The Area was triggered to begin collecting tax increment and will receive it's first distribution of tax increment from TY2025 payments.

The Redevelopment Agency's goal in this project is to create an arts and culture district. This will be accomplished by stabilizing the housing stock, upgrading infrastructure, improving parking, and adding new commercial uses through rehabilitation of existing buildings and new development. The Agency also has a sharp focus on community engagement, outreach, events, and supporting public art initiatives.

BUDGET

Redevelopment Agency - Main Street Project Area						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Salt Lake County Grant Revenue ¹	-	5,000	200,000	100,000	(100,000)	-50.0%
Rent and Concessions ¹	2,600	-	-	14,400	14,400	0.0%
Revolving Loan Program ¹	-	33,138	77,968	80,000	2,032	2.6%
Interest Revenue	(4,413)	46,624	30,000	30,000	-	0.0%
Sale of Properties Held for Resale	-	-	288,000	-	(288,000)	-100.0%
Transfer from other RDA A/C ¹	1,631,730	50,000	550,000	1,100,000	550,000	100.0%
Transfer from General Fund	-	-	-	-	-	0.0%
TOTAL REVENUES	\$ 1,629,917	\$ 134,762	\$ 1,145,968	\$ 1,324,400	\$ 178,432	15.6%
Expenditures:						
Project Area improvements ¹	177	-	389,000	670,000	281,000	72.2%
Professional Services ¹	34,765	95,131	20,000	-	(20,000)	-100.0%
Miscellaneous Supplies	1,536	213	2,000	2,000	-	0.0%
Revolving Loan Program ¹	20	251,212	450,000	1,000,000	550,000	122.2%
Property Acquisition ¹	148	-	-	340,000	340,000	0.0%
Public Art ¹	147,130	46,850	115,000	135,000	20,000	17.4%
Events and Promotion ¹	6,894	27,463	30,000	36,000	6,000	20.0%
Parking Structure	-	-	250,000	250,000	-	0.0%
TOTAL EXPENDITURES	\$ 190,670	\$ 420,869	\$ 1,256,000	\$ 2,433,000	\$ 1,177,000	93.7%
FUND BALANCE - CONTRIBUTION TO (USE OF)	1,439,247	(286,107)	(110,032)	(1,108,600)	(998,568)	

1 Changes in operating costs and projects

At a Glance:

Total Budget: \$2,433,000 | Full-Time Equivalent Employees: 0

Redevelopment Agency—City-Wide Housing

FUND DESCRIPTION

The Redevelopment Agency of Midvale City is charged with leading the City's housing-related efforts through the establishment of policies and the administration of programs, including the preparation and implementation of the Midvale City Housing Plan and the Neighborhood Housing Improvement Program. The Agency has assumed the lead role in housing policy and development, because it is the primary funding source for moderate to low-income housing in Midvale. These housing funds are primarily generated by a required 20 percent housing set-aside in the Bingham Junction Project Area and Jordan Bluffs Project Area.

BUDGET

Redevelopment Agency - City-Wide Housing						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Interest revenue	(17,488)	121,907	40,000	40,000	-	0.0%
Lease revenue - Applewood	17,897	-	14,055	1,500	(12,555)	-89.3%
Transfer from other RDA account	2,325,097	1,888,000	2,497,623	2,629,742	132,119	5.3%
Grants Slco Affordable Housing	-	-	100,000	100,000	-	0.0%
Loan revenue - Sunset Gardens	-	39,425	-	1,982,577	1,982,577	0.0%
TOTAL REVENUES	\$ 2,325,506	\$ 2,049,332	\$ 2,651,678	\$ 4,753,819	\$ 2,102,141	79.3%
Expenditures:						
Salaries	37,326	45,739	48,345	50,543	2,198	4.5%
Benefits	17,669	17,435	19,606	19,921	315	1.6%
Equipment, Supplies, and Maint	1,800	-	2,000	2,100	100	5.0%
Communications/Telephone	159	251	242	254	12	5.0%
Housing Programs Administrative Services (contra)	-	-	35,000	35,000	-	0.0%
Affordable Housing Incentives	135,527	170,661	2,600,000	4,000,000	1,400,000	53.8%
Housing Programs	-	(87,278)	285,000	285,000	-	0.0%
Recreation Amenity Program	-	-	100,000	100,000	-	0.0%
Homeownership/Landlord Education	-	-	1,000	1,000	-	0.0%
Home Repair Loan Program	-	-	260,000	260,000	-	0.0%
TOTAL EXPENDITURES	\$ 192,481	\$ 146,808	\$ 3,351,193	\$ 4,753,819	\$ 1,402,626	41.9%
FUND BALANCE - CONTRIBUTION TO (USE OF)	2,133,025	1,902,524	(699,515)	0	699,515	

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
RDA Housing Project Manager	0.60	0.60	0.60	0.60
TOTAL BUSINESS LICENSING	0.60	0.60	0.60	0.60

At a Glance:

Total Budget: \$4,753,819 | Full-Time Equivalent Employees: .60

Municipal Building Authority (MBA)

FUND DESCRIPTION

The MBA issued bonds in October 2012 which provided construction funds of \$7,653,500. Midvale City contributed \$1,506,500 to the MBA from the sale of the former City Hall property (655 W Center St) and the Fire Station at 607 E 7200 S. Contributions from other City funds totaled \$606,800. Combining these funding sources, \$9,766,800 was available for three major capital projects: City Hall/Justice Court, City Park improvements, and City-wide Street Lighting. All three projects were completed in fiscal year 2015.

Debt service on the MBA bonds is paid by the MBA with lease revenue from other City funds. In 2013, the MBA acquired a building in the City Park and leased it to the Boys & Girls Club. In 2017, the MBA acquired the former Midvale Middle School seminary building on Wasatch St. and leased it to the Community Action Program. Revenue from these leases reduces the annual lease payment required from the General Fund.

BUDGET

Municipal Building Authority						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Lease Revenue - Boys and Girls Club	70,308	70,308	70,308	70,308	-	0.0%
Lease Revenue - Streetlighting Fund ¹	211,000	211,000	211,000	-	(211,000)	-100.0%
Lease Revenue - Midvale City ¹	372,898	374,961	352,724	279,008	(73,716)	-20.9%
Lease Revenue - Head Start	24,000	24,150	24,000	24,000	-	0.0%
Interest revenue - Bond Proceeds	-	-	-	-	-	-
Interest Earnings	147	25,150	18,000	18,000	-	0.0%
TOTAL REVENUES	\$ 678,353	\$ 705,569	\$ 676,032	\$ 391,316	\$ (284,716)	-42.1%
Expenditures:						
Operating						
Professional Services	2,520	3,020	3,100	3,100	80	0.0%
Debt Service						
Debt Service - Principal ¹	500,000	510,000	520,000	245,000	(265,000)	-52.9%
Debt Service - Interest ¹	175,906	165,169	152,932	143,216	(21,953)	-6.4%
Total Debt Service	675,906	675,169	672,932	388,216	(286,953)	-42.3%
TOTAL EXPENDITURES	\$ 678,426	\$ 678,189	\$ 676,032	\$ 391,316	\$ (286,873)	-42.1%
FUND BALANCE - CONTRIBUTION TO (USE OF)	(73)	27,380	-	-		

1 The streetlight portion of the Series 2012 Bonds has matured

At a Glance:

Total Budget: \$391,316 | Full-Time Equivalent Employees: 0

Capital Projects



Capital Projects

FUND DESCRIPTION

The Capital Projects fund accounts for financial resources to be used for the acquisition of major capital facilities (other than those financed by enterprise or internal service fund activities).

BUDGET

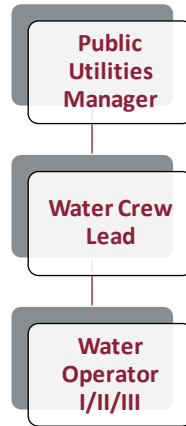
Capital Projects Fund						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Sales tax	1,000,875	1,024,138	1,000,000	1,030,000	30,000	3.0%
CDBG Grant	160,000	58,397	-	-	-	0.0%
State Transportation Funds	500,000	-	-	-	-	0.0%
UDOT Grant	69,000	-	600,000	-	(600,000)	-100.0%
WFRC Grant	-	-	275,000	65,000	(210,000)	-76.4%
TRCC Grant	-	-	240,000	-	(240,000)	-100.0%
Interest Earnings	(4,206)	164,898	-	100,000	100,000	0.0%
Proceeds from sale of assets	-	-	-	-	-	0.0%
Proceeds from borrowings ¹	5,500,000	-	-	14,500,000	14,500,000	0.0%
Transfer from GF ²	1,249,526	1,987,600	-	3,000,000	3,000,000	0.0%
Transfer from Water Fund ³	-	-	-	4,000,000	4,000,000	0.0%
Contribution - Highway Funds ⁴	-	500,000	500,000	2,460,000	1,960,000	392.0%
TOTAL REVENUES	\$ 8,475,195	\$ 3,735,033	\$ 2,615,000	\$ 25,155,000	\$ 22,540,000	862.0%
Expenditures:						
City Bldg Improvements	-	24,306	-	-	-	0.0%
Sidewalk/Curb/Gutter replace	-	195,310	215,200	215,000	(200)	-0.1%
General Plan Update	-	-	150,000	-	(150,000)	-100.0%
Facility Maintenance	-	35,139	95,425	40,225	(55,200)	-57.8%
Art House Improvements	1,253	12,683	-	-	-	0.0%
Public Works Building Renovation	-	4,739	10,000	19,000,000	18,990,000	189900.0%
Midvale City Park improvements	29,087	-	-	-	-	0.0%
Parks Master Plan/Impact Fee Study	-	-	80,000	-	(80,000)	-100.0%
Transportation Master Plan/Impact Fee Study	-	51,000	189,000	-	(189,000)	-100.0%
Main Street Utility Upgrades	-	-	200,000	-	(200,000)	-100.0%
7200 S. Gateway Project	-	-	166,000	-	(166,000)	-100.0%
WFRC Visioning Grant Match	14,000	-	-	-	-	0.0%
UDOT Canal Trails Grant Match	-	74,998	925,000	-	(925,000)	-100.0%
Jordan River trail improvement	41,945	-	-	-	-	0.0%
Fort Union Corridor Study	-	-	115,000	-	(115,000)	-100.0%
Porter Rockwell Trail Study	-	-	-	75,000	75,000	0.0%
Christmas decorations	4,664	17,003	-	-	-	0.0%
Midvale Mural Program	1,500	-	43,000	20,000	(23,000)	-53.5%
Recreation Center	-	-	200,000	-	(200,000)	-100.0%
CDBG Project - ADA Ramps	242,529	-	-	-	-	0.0%
Parking Structure Loans	5,500,000	-	-	-	-	0.0%
Pavement Management	36,721	1,165,655	1,755,000	815,000	(940,000)	-53.6%
Bridge over the Salt Lake and Jordan Canal on 8000 South	-	-	115,090	-	(115,090)	-100.0%
HB244 Transportation Projects - Center Street	-	-	1,000,000	7,960,000	6,960,000	696.0%
TOTAL EXPENDITURES	\$ 5,971,699	\$ 1,580,833	\$ 5,258,715	\$ 28,125,225	\$ 22,866,510	434.8%
FUND BALANCE - CONTRIBUTION TO (USE OF)	2,503,496	2,154,200	(2,643,715)	(2,970,225)	(326,510)	

- 1 \$5.5M for Center Street, \$9M for PW Building
- 2 Fund balance from the general fund for the PW Building
- 3 ARPA funding from Water Fund for PW Building
- 4 Additional state funding of \$1.96M for Center Street Project

Enterprise Funds



Public Works—Water



DIVISION DESCRIPTION

The Water Division is accountable for providing safe and reliable culinary water to the nearly 9000 metered connections within Midvale, in compliance with all state and federal standards.

The division is responsible for all water system maintenance and operations, responding to emergency calls and system needs 24 hours a day, seven days a week.

At a Glance:

Total Budget: \$11,378,834 | Full-Time Equivalent Employees: 11.20

Public Works—Water

BUDGET

Water Utility Fund

	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Water User Charges ¹	2,537,554	2,751,138	2,963,063	3,200,108	237,045	8.0%
Water user charges - Consumption ¹	2,869,641	3,162,599	3,737,059	3,998,653	261,594	7.0%
Water User Charges-City Owned ²	45,594	28,555	100,081	70,000	(30,081)	-30.1%
Water Connection Fees ²	51,500	30,864	61,800	63,600	1,800	2.9%
Water Reconnection Fees	8,400	4,250	10,000	10,000	-	0.0%
Service Charges	48,629	50,649	55,790	54,120	(1,670)	-3.0%
Impact Fees ²	-	-	152,395	100,000	(52,395)	-34.4%
Hydrant Rental	8,073	5,991	10,000	10,000	-	0.0%
Miscellaneous	(41)	(7)	-	-	-	0.0%
Interest Revenue ²	(3,335)	176,806	100,000	300,000	200,000	200.0%
Bond Premium Amortization	40,224	87,355	-	-	-	0.0%
American Rescue Plan Act	2,019,299	-	-	-	-	0.0%
Proceeds from sale of bonds	-	-	7,855,500	-	(7,855,500)	-100.0%
TOTAL REVENUES	\$ 7,625,538	\$ 6,298,200	\$ 15,045,688	\$ 7,806,481	\$ (7,239,207)	-48.1%

Expenditures:

Personnel						
Salaries ³	709,155	698,009	712,003	811,801	99,798	14.0%
Overtime ⁴	15,896	19,798	20,500	21,700	1,200	5.9%
Benefits ⁵	377,622	359,185	357,480	423,574	66,094	18.5%
Pension Expense	(124,122)	(67,175)	-	-	-	0.0%
Uniform Allowance ⁴	3,980	5,839	6,400	7,050	650	10.2%
Total Personnel	982,531	1,015,656	1,096,383	1,264,125	167,742	15.3%
Operating						
Subscriptions and Memberships	1,613	2,486	2,500	2,500	-	0.0%
Education and Travel	15,310	10,427	16,000	16,000	-	0.0%
Postage	33,944	22,452	20,400	20,400	-	0.0%
Bank Charges	46,027	43,979	42,940	42,940	-	0.0%
Equipment and Building - Repairs, Maintenance, and Supplies ⁴	55,274	48,789	63,800	78,800	15,000	23.5%
Medical and Safety Supplies	1,603	2,854	3,000	3,000	-	0.0%
Information Technology Equipment (Interfund) ⁶	10,607	7,994	13,006	19,917	6,911	53.1%
Vehicle Operating Costs (Interfund) ⁴	86,209	95,597	106,896	116,115	9,219	8.6%
Lease of Public Works Space (Interfund)	14,000	14,000	14,000	14,000	-	0.0%
Electricity ⁴	175,287	182,132	192,600	211,000	18,400	9.6%
Communications and Telephone	7,141	6,529	6,558	6,558	-	0.0%
Professional Services ⁴	9,846	28,459	36,600	27,600	(9,000)	-24.6%
Administrative Charge (Interfund) ⁴	651,862	671,418	696,926	675,879	(21,047)	-3.0%
Water Sampling	20,742	28,151	27,700	30,700	3,000	0.0%
Backflow Testing ⁴	159	-	1,300	1,300	-	93.8%
Well Equipment and Maintenance ⁴	7,698	15,126	16,000	31,000	15,000	93.8%
Fluoridation System Maintenance ⁴	13,701	23,316	25,000	27,000	2,000	8.0%
System Maintenance, Repair, and Supplies	115,241	61,527	100,000	100,000	-	0.0%
Wholesale Water ⁴	1,249,684	1,714,875	1,773,900	1,688,421	(85,480)	-4.8%
Damage Contingency	-	1,300	-	-	-	0.0%
SCADA Maintenance	-	5,981	6,000	6,000	-	0.0%
Generator Maintenance	443	3,700	4,300	4,300	-	0.0%
Miscellaneous Services	92,420	4,133	7,500	7,500	-	0.0%
Bad Debt Expense	3,154	8,204	600	600	-	0.0%
Jordan Valley Water Conservancy District Storage ⁴	96,000	96,000	96,000	25,000	(71,000)	-74.0%
JVWCD Capital Projects ⁴	-	-	-	289,149	289,149	0.0%
Total Operating	2,707,965	3,099,429	3,273,526	3,445,678	172,152	5.3%

Public Works—Water

BUDGET CONTINUED

Water Utility Fund Continued

	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Capital Projects						
Fleet Vehicle Replacement (Interfund) ⁷	74,758	105,495	202,141	225,732	23,591	11.7%
Fleet Vehicle Additions	520,000	-	-	-	-	0.0%
Meters and Related Supplies	(214,723)	164,014	55,000	55,000	-	0.0%
Water Vault Upgrades	-	-	-	-	-	0.0%
700 W Vault	8,640	26,124	-	-	-	0.0%
Water Master Plan Projects	-	-	7,515,979	-	(7,515,979)	-100.0%
Other Capital Projects ⁷	12,868	50,174	750,000	1,000,000	250,000	33.3%
Depreciation	1,017,380	1,014,695	-	-	-	0.0%
Total Capital Projects	1,418,923	1,360,502	8,523,120	1,280,732	(7,242,388)	-85.0%
Debt Service						
Bond Issuance Costs	-	-	335,500	-	(335,500)	-100.0%
Debt Service - Principal ⁸	(32,420)	-	1,087,300	1,084,200	(3,100)	-0.3%
Debt Service - Interest ⁸	367,900	344,538	327,548	304,098	(23,450)	-7.2%
Amortization of Bond Discount and/or Premium	5,655	5,655	-	-	-	0.0%
Capitalized Interest	-	-	-	-	-	0.0%
Total Debt Service	341,135	350,193	1,750,348	1,388,298	(362,050)	-20.7%
Contribution to CIP ⁹	-	-	-	4,000,000	4,000,000	0.0%
TOTAL EXPENDITURES	\$ 5,450,554	\$ 5,825,780	\$ 14,643,377	\$ 11,378,834	\$ (3,264,543)	-22.3%
FUND BALANCE - CONTRIBUTION TO (USE OF)	2,174,984	472,420	402,311	(3,572,353)	(3,974,664)	

- 1 Scheduled water rate increases
- 2 Increased to reflect actuals
- 3 FY2025 Market, COLA, & Merit Salary Adjustments and return to full time water meter technician
- 4 Changes in operating costs
- 5 Reflects actual benefit selections and return to full time water meter technician
- 6 Distributing City-wide software to departments
- 7 Scheduled capital replacements
- 8 Scheduled long-term debt payments
- 9 Transfer of ARPA funds for PW Building

Public Works—Water

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Public Works Director	0.20	0.20	0.20	0.20
Operations Superintendent	0.25	0.25	0.25	0.25
Public Utilities Manager	0.50	0.50	0.50	0.50
City Engineer	0.25	0.25	0.25	0.25
Engineering Manager	0.10	0.10	0.10	0.10
GIS Manager	0.25	0.25	0.25	0.25
GIS Specialist I	0.25	0.25	0.25	0.25
Engineering Inspector I	0.40	0.40	0.40	0.40
Water Crew Lead	1.00	1.00	1.00	1.00
Wastewater Crew Lead	0.10	0.10	0.10	0.10
Sample Tech/Cross Connection Administrator	1.00	1.00	1.00	1.00
Water Operator I/II/III	4.50	4.50	4.10	4.10
Wastewater Operator I/II	0.30	0.30	0.30	0.30
City Treasurer	0.30	0.30	0.30	0.30
Water Meter Technician	1.00	1.00	0.40	1.00
Finance Clerk	0.70	0.70	0.70	0.70
Water Utility Construction Crew Lead	1.00	1.00	0.50	0.50
TOTAL WATER FUND	12.10	12.10	10.60	11.20

Public Works—Sewer



DIVISION DESCRIPTION

The Sewer Division provides wastewater collection service for approximately one-third of the City. The division is responsible for all maintenance and operation of the City’s sewer system. The Sewer Division conducts routine video inspection of the sewer lines to identify breaks, bellies, protruding laterals, blockages, and other needed repairs.

The division also operates and maintains three sewer lift stations that pump wastewater under the Jordan River to South Valley Water Reclamation Facility. The division routinely unplugs pump blockages and replaces parts.

At a Glance:

Total Budget: \$4,037,571 | Full-Time Equivalent Employees: 7.25

Public Works—Sewer

BUDGET

Sewer Utility Fund

	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Sewer User Charges ¹	2,287,786	2,544,952	2,744,927	2,913,699	168,772	6.1%
Sewer User Charges-City Owned	2,529	3,803	8,712	4,500	(4,212)	-48.3%
Sewer User Charges - Consumption ¹	760,982	806,638	828,986	1,007,382	178,396	21.5%
Sewer Connection Fees	2,000	1,400	32,000	32,000	-	0.0%
Service Charges and Late Fees	19,464	17,435	15,706	19,990	4,284	27.3%
Interest Revenue ²	(1,631)	30,109	20,000	60,000	40,000	200.0%
Bond Premium Amortization	11,397	11,397	-	-	-	0.0%
Proceeds from bond issuance	-	-	1,744,500	-	(1,744,500)	-100.0%
TOTAL REVENUES	\$ 3,082,527	\$ 3,415,734	\$ 5,394,831	\$ 4,037,571	\$ (1,357,260)	-25.2%
Expenditures:						
Personnel						
Salaries ³	398,151	490,111	513,930	523,148	9,218	1.8%
Overtime ⁴	8,679	13,452	14,000	15,000	1,000	7.1%
Benefits ⁵	216,410	256,524	275,504	285,213	9,709	3.5%
Pension Expense	(71,003)	(16,742)	-	-	-	0.0%
Uniform Allowance ⁴	1,350	2,326	2,600	3,250	650	25.0%
Total Personnel	553,587	745,671	806,034	826,611	20,577	2.6%
Operating						
Subscriptions and Memberships	-	313	515	515	-	0.0%
Education and Travel	1,954	3,243	7,000	7,000	-	0.0%
Postage	14,851	10,734	8,400	8,400	-	0.0%
Bank and card processing fees ⁴	22,412	24,616	20,909	25,000	4,091	19.6%
Maintenance, Repairs, and Supplies	11,353	16,464	18,600	18,600	-	0.0%
Maintenance and Supplies - Lift Stations ⁴	20,951	17,971	20,500	30,500	10,000	48.8%
Medical and Safety Supplies	707	2,211	1,000	1,000	-	0.0%
Information Technology Equipment (Interfund) ⁶	6,014	3,837	5,866	10,978	5,112	87.1%
Vehicle Operating Costs (Interfund) ⁴	88,745	98,408	110,040	119,530	9,490	8.6%
Lease of Public Works Space (Interfund)	42,000	42,000	42,000	42,000	-	0.0%
Electricity ⁴	22,442	26,603	23,200	32,200	9,000	38.8%
City-Owned Utilities	1,068	1,144	1,296	1,296	-	0.0%
Communications and Telephone	2,864	3,628	2,219	2,219	-	0.0%
Professional Services ⁴	15,857	71,500	75,642	25,000	(50,642)	-66.9%
Administrative Charge (Interfund) ⁴	341,000	351,230	400,361	420,865	20,504	5.1%
Sewer Operations (South Valley Water Reclamation Facility) ⁴	1,271,543	1,376,434	1,401,888	1,547,250	145,362	10.4%
Damage Contingency	-	1,326	-	-	-	0.0%
Generator Maintenance	-	-	-	2,500	2,500	0.0%
SCADA System	-	2,056	5,000	5,000	-	0.0%
Total Operating	1,863,761	2,053,718	2,144,436	2,299,853	155,417	7.2%

Public Works—Sewer

BUDGET CONTINUED

Sewer Utility Fund Continued						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Capital Projects						
Fleet Vehicle Replacement (Interfund) ⁷	59,510	60,796	142,517	118,429	(24,088)	-16.9%
Trash Pump	-	1,460	-	-	-	0.0%
Depreciation	134,264	134,975	-	-	-	0.0%
Sewer Line Replacement ⁷	-	-	164,160	116,986	(47,174)	-28.7%
Manhole Replacement	-	46,419	56,243	58,493	2,250	4.0%
Sewer Master Plan Projects	-	-	1,262,160	-	(1,262,160)	-100.0%
Capital contribution SVWRF	-	-	381,841	-	(381,841)	-100.0%
SVWRF Phosphorous/Grit Removal	-	-	-	-	-	0.0%
Total Capital Projects	193,774	243,650	2,006,921	293,908	(1,713,013)	-85.4%
Debt Service						
Debt Service - Principal	-	-	229,800	229,800	-	0.0%
Debt Service - Interest	135,593	128,373	115,222	115,222	-	0.0%
Capitalized Interest	-	-	-	-	-	0.0%
Amortization of Bond Discount and/or Premium	1,077	1,077	-	-	-	0.0%
Total Debt Service	136,670	129,450	419,522	345,022	(74,500)	-17.8%
TOTAL EXPENDITURES	\$ 2,747,792	\$ 3,172,489	\$ 5,376,913	\$ 3,765,395	\$ (1,611,518)	-30.0%
FUND BALANCE - CONTRIBUTION TO (USE OF)	334,735	243,245	17,918	272,176	254,258	

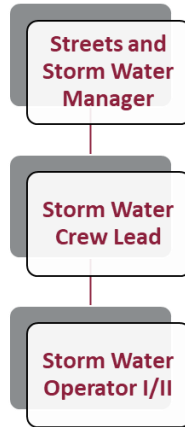
- 1 Scheduled sewer rate increases
- 2 Increased to reflect actuals
- 3 FY2025 Market, COLA, & Merit Salary Adjustments
- 4 Changes in operating costs
- 5 FY2025 Increase in benefit cost
- 6 Distributing City-wide software to departments
- 7 Scheduled capital replacements

Public Works—Sewer

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Public Works Director	0.20	0.20	0.20	0.20
Operations Superintendent	0.25	0.25	0.25	0.25
Public Utilities Manager	0.50	0.50	0.50	0.50
City Engineer	0.25	0.25	0.25	0.25
Engineering Manager	0.05	0.05	0.05	0.05
GIS Manager	0.25	0.25	0.25	0.25
GIS Specialist I	0.25	0.25	0.25	0.25
Engineering Inspector I	0.20	0.20	0.20	0.20
Wastewater Crew Lead	0.90	0.90	0.90	0.90
Water Operator I/II/III	0.50	0.50	0.90	0.90
Utility Technician I/II	0.00	0.00	0.00	0.00
Wastewater Operator I/II	2.70	2.70	2.70	2.70
City Treasurer	0.15	0.15	0.15	0.15
Finance Clerk	0.15	0.15	0.15	0.15
Water Utility Construction Crew Lead	0.00	0.00	0.50	0.50
TOTAL SEWER FUND	6.35	6.35	7.25	7.25

Public Works—Storm Water



DIVISION DESCRIPTION

The Storm Water division is responsible for the maintenance, cleaning, and inspection of all storm water infrastructure within the City. The goal is to ensure the storm water system is working properly during storm events to mitigate flooding and any subsequent damage. This includes street sweeping, which prevents debris from entering the storm drain system, thus hindering it from functioning. The Storm Water Division, in conjunction with the Engineering Division, is also responsible for maintaining compliance with Federal and State storm water permits. Some of the activities to maintain compliance include: Public education and outreach programs, investigating and eliminating illegal discharges into the storm drain system, monitoring and enforcing runoff and erosion control processes concerning construction activities, and minimizing adverse impacts on storm water quality after construction.

At a Glance:

Total Budget: \$2,324,490 | Full-Time Equivalent Employees: 8.45

Public Works—Storm Water

BUDGET

Storm Water Utility Fund

	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Storm Water User Charges ¹	2,050,754	2,074,434	2,091,065	2,175,144	84,079	4.0%
User Fees-City Owned Properties	15,700	15,337	15,346	15,346	-	0.0%
Service fees/late charges ²	12,031	9,920	9,000	10,000	1,000	11.1%
Utility Billing Write-Offs	-	-	-	-	-	0.0%
Building Lease Revenue (Interfund)	84,000	84,000	84,000	84,000	-	0.0%
Sundry Revenue	-	-	-	-	-	0.0%
Interest Revenue ²	(2,968)	44,636	30,000	40,000	10,000	33.3%
Interest Revenue-Bond Proceeds	-	-	-	-	-	0.0%
TOTAL REVENUES	\$ 2,159,517	\$ 2,228,327	\$ 2,229,411	\$ 2,324,490	\$ 95,079	4.3%
Expenditures:						
Personnel						
Salaries ³	535,530	591,636	624,603	662,536	37,933	6.1%
Overtime ⁴	9,326	12,114	17,000	15,000	(2,000)	-11.8%
Benefits ⁵	310,076	333,506	360,777	359,642	(1,135)	-0.3%
Pension Expense	(91,391)	(47,800)	-	-	-	0.0%
Uniform Allowance ⁴	2,527	3,285	3,400	4,050	650	19.1%
Total Personnel	766,068	892,741	1,005,780	1,041,229	35,449	3.5%
Operating						
Subscriptions and Memberships	-	374	1,700	1,700	-	0.0%
Education and Travel ⁴	3,870	3,563	6,000	7,000	1,000	16.7%
Postage ⁴	11,766	13,596	18,540	17,540	(1,000)	-5.4%
Bank charges ⁴	14,176	16,492	13,225	15,225	2,000	15.1%
Maintenance, Repairs, and Supplies	33,293	24,828	35,600	35,600	-	0.0%
Medical and Safety Supplies	984	1,987	1,600	1,600	-	0.0%
Information Technology Equipment (Interfund) ⁶	10,670	7,704	7,974	14,653	6,679	83.8%
Vehicle Operating Costs (Interfund) ⁴	121,707	134,960	150,912	163,927	13,015	8.6%
Electricity ⁴	2,370	2,403	2,700	2,700	-	0.0%
Communications and Telephone ⁴	3,156	3,174	5,700	3,700	(2,000)	-35.1%
Professional Services ⁴	-	600	104,900	70,500	(34,400)	-32.8%
Administrative Charge (Interfund) ⁴	407,473	390,999	408,912	408,381	(531)	-0.1%
UPDES	17,890	7,416	33,600	33,600	-	0.0%
Bad Debt Expense	659	(290)	100	100	-	0.0%
Miscellaneous Services	250	-	500	500	-	0.0%
Total Operating	628,264	607,806	791,963	776,726	(15,237)	-1.9%
Capital Projects						
Fleet Vehicle Replacement (Interfund) ⁷	125,782	154,875	234,384	93,282	(141,102)	-60.2%
Depreciation	212,623	212,623	-	-	-	0.0%
Total Capital Projects	338,405	367,498	234,384	93,282	(141,102)	-60.2%
Debt Service						
Debt Service - Principal ⁸	32,420	-	348,500	386,000	37,500	10.8%
Debt Service - Interest ⁸	41,566	36,413	33,885	27,254	(6,631)	-19.6%
Total Debt Service	73,986	36,413	382,385	413,254	30,869	8.1%
TOTAL EXPENDITURES	\$ 1,806,723	\$ 1,904,458	\$ 2,414,512	\$ 2,324,490	\$ (90,022)	-3.7%
FUND BALANCE - CONTRIBUTION TO (USE OF)	352,794	323,869	(185,101)	(0)	185,101	

Public Works—Storm Water

BUDGET CONTINUED

- 1 Proposed Rate Increase - From \$9 to \$9.36 monthly
- 2 Increased to reflect actuals
- 3 FY2025 Market, COLA, & Merit Salary Adjustments
- 4 Changes in operating costs
- 5 Reflects actual benefit selections
- 6 Distributing City-wide software to departments
- 7 Scheduled capital replacements
- 8 Scheduled long-term debt payments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Public Works Director	0.20	0.20	0.20	0.20
Deputy Director	0.05	0.05	0.05	0.05
Operations Superintendent	0.25	0.25	0.25	0.25
Streets and Storm Water Manager	0.50	0.50	0.50	0.50
City Engineer	0.25	0.25	0.25	0.25
Engineering Manager	0.35	0.35	0.35	0.35
GIS Manager	0.15	0.15	0.15	0.15
GIS Specialist I	0.15	0.15	0.15	0.15
Engineering Inspector I	0.40	0.40	0.40	0.40
Storm Water Crew Lead	1.00	1.00	1.00	1.00
Storm Water Operator I/II	2.00	2.00	3.00	3.00
Equipment Operator I/II	1.00	1.00	0.00	0.00
Storm Water Coordinator	1.00	1.00	1.00	1.00
Storm Water Inspector	1.00	1.00	1.00	1.00
City Treasurer	0.10	0.10	0.10	0.10
Finance Clerk	0.05	0.05	0.05	0.05
TOTAL STORM WATER FUND	8.45	8.45	8.45	8.45

Public Works—Sanitation

DIVISION DESCRIPTION

The Sanitation Division oversees all of the City's solid waste programs including curbside garbage and recycle pick-up, the bulky waste and glass recycling programs and manages the contract between the City and its contracted hauler.

BUDGET

Sanitation Utility Fund						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Charges for Services-First Can and Recycle ¹	1,075,656	1,112,511	1,238,708	1,289,318	50,610	4.1%
Pickup Fee-Second Can ¹	199,943	215,170	230,631	255,996	25,365	11.0%
Utility Billing Write-Offs	-	-	-	-	-	0.0%
Sanitation Dumpster Fees	23,658	17,009	26,166	21,000	(5,166)	-19.7%
Service Charges and Late Fees	10,280	9,310	11,000	11,000	-	0.0%
Interest Revenue ²	(833)	2,962	2,500	3,000	500	20.0%
Investment Gain/(Loss)	181,786	185,021	-	-	-	0.0%
Contrib from General Fund	-	8,100	-	-	-	0.0%
TOTAL REVENUES	\$ 1,490,490	\$ 1,550,083	\$ 1,509,005	\$ 1,580,314	\$ 71,309	4.7%
Expenditures:						
Personnel						
Salaries ³	12,139	14,673	13,735	16,637	2,902	21.1%
Benefits ⁴	6,395	7,009	6,131	6,968	837	13.7%
Pension Expense	(2,244)	(2,725)	-	-	-	0.0%
Total Personnel	16,290	18,957	19,866	23,606	3,740	18.8%
Operating						
Postage	8,074	10,734	11,300	11,300	-	0.0%
Bank charges ⁵	9,124	10,469	8,512	11,000	2,488	29.2%
Communications and Telephone	32	42	40	40	-	0.0%
Administrative Charges ⁵	80,465	82,879	103,959	109,397	5,438	5.2%
Landfill Fees ⁶	214,661	223,584	264,000	320,000	56,000	21.2%
Waste Disposal Fees ⁶	563,868	626,928	720,700	746,700	26,000	3.6%
Bulky Waste Disposal Fees ⁶	77,071	55,058	70,659	73,259	2,600	3.7%
Recycling Disposal Fees ⁶	236,967	269,061	284,562	294,812	10,250	3.6%
Recycling Tipping Fees ⁶	1,594	10,815	22,000	24,500	2,500	11.4%
Bad Debt Expense	863	4,330	200	200	-	0.0%
Misc. Services	15	-	500	500	-	0.0%
Total Operating	1,192,734	1,293,900	1,486,432	1,591,708	105,276	7.1%
TOTAL EXPENDITURES	\$ 1,209,024	\$ 1,312,857	\$ 1,506,298	\$ 1,615,314	\$ 109,016	7.2%
FUND BALANCE - CONTRIBUTION TO (USE OF)	281,466	237,226	2,707	(35,000)	(37,707)	

At a Glance:

Total Budget: \$1,615,314 | Full-Time Equivalent Employees: 0.15

Public Works—Sanitation

BUDGET CONTINUED

- 1 Proposed Rate Increase - From \$12.11 to \$12.59 for Garbage and \$4.14 to \$4.31 for Recycling
- 2 Increased to reflect actuals
- 3 FY2025 Market, COLA, & Merit Salary Adjustments
- 4 FY2025 Increase in benefit cost
- 5 Changes in operating costs
- 6 Contractual increases and one-time amount of \$35,000 in Landfill Fees for landfill change

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Public Works Director	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
Finance Clerk	0.05	0.05	0.05	0.05
TOTAL SANITATION FUND	0.15	0.15	0.15	0.15

Public Works—Street Lighting

DIVISION DESCRIPTION

The Streetlight Division oversees the maintenance, repairs and installation/removal of streetlights throughout the City. This work is contracted through Salt Lake County and coordinated by the Streets Division Manager and Lead.

BUDGET

Street Lighting Utility Fund						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Street Lighting User Charges	400,868	401,104	413,875	413,875	-	0.0%
User Fees - City Owned Properties	4,023	4,718	3,888	3,888	-	0.0%
Utility Billing Write-Offs	-	-	-	-	-	0.0%
Service Charges and Late Fees	2,939	2,305	2,500	2,500	-	0.0%
Interest Revenue	(597)	5,338	3,678	4,000	322	8.8%
Proceeds from Insurance	-	-	-	-	-	0.0%
TOTAL REVENUES	\$ 407,233	\$ 413,465	\$ 423,941	\$ 424,263	\$ 322	0.1%
Expenditures:						
Personnel						
Salaries ¹	9,472	11,301	10,278	11,015	737	7.2%
Overtime	-	-	-	-	-	0.0%
Benefits ²	5,660	5,768	4,915	5,082	167	3.4%
Pension Expense	(1,694)	(642)	-	-	-	0.0%
Total Personnel	13,438	16,427	15,193	16,097	904	6.0%
Operating						
Postage	2,154	14,312	13,900	13,900	-	0.0%
Bank Charges ³	2,808	3,228	2,619	3,400	781	29.8%
Equipment, Supplies, and Maintenance	31,758	53,467	81,200	81,200	-	0.0%
Electricity ³	28,677	31,840	43,700	40,000	(3,700)	-8.5%
Communications/Telephone	32	42	40	40	-	0.0%
Administrative Charge (Interfund) ³	31,092	33,702	33,196	31,960	(1,236)	-3.7%
Bad Debt Expense	213	2,132	1,000	1,000	-	0.0%
Total Operating	96,734	138,723	175,655	171,500	(4,155)	-2.4%
Debt Service						
Lease Payment to MBA (Interfund) ⁴	211,000	211,000	211,000	-	(211,000)	-100.0%
TOTAL EXPENDITURES	\$ 321,172	\$ 366,150	\$ 401,848	\$ 187,597	\$ (214,251)	-53.3%
FUND BALANCE - CONTRIBUTION TO (USE OF)	86,061	47,315	22,093	236,666	214,573	

At a Glance:

Total Budget: \$187,597 | Full-Time Equivalent Employees: 0.15

Public Works—Street Lighting

BUDGET CONTINUED

- 1 FY2025 Market, COLA, & Merit Salary Adjustments
- 2 FY2025 Increase in benefit cost
- 3 Changes in operating costs
- 4 Bond matured in FY24

STAFFING

Position	Tentative			
	FY2022	FY2023	FY2024	FY2025
Streets and Storm Water Manager	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
Finance Clerk	0.05	0.05	0.05	0.05
TOTAL STREET LIGHTING FUND	0.15	0.15	0.15	0.15

Telecommunications

FUND DESCRIPTION

The Telecommunications Fund was established to manage revenue and expenses from UTOPIA customers. UTOPIA (short for Utah Telecommunications Open Infrastructure Agency) was formed by 16 Utah cities as a way to provide critical telecommunications infrastructure to residents. UTOPIA builds and manages a fiber-to-the-premises network, offering today's fastest technology connected directly to residents' homes or offices without having to share bandwidth with others. The user fees collected by UTOPIA users are paid directly to UTOPIA to provide infrastructure for the system.

BUDGET

Telecommunications Fund						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
Interest revenue	(107)	4,152	7,500	10,000	2,500	33.3%
Miscellaneous	-	543,104	266,187	266,187	-	0.0%
User fees (CUE)	21,060	13,305	13,000	11,100	(1,900)	-14.6%
Service charges	198	(438)	100	100	-	0.0%
Transfer from General Fund	805,586	702,484	695,612	712,383	16,771	2.4%
TOTAL REVENUES	\$ 826,737	\$ 1,262,607	\$ 982,399	\$ 999,770	\$ 17,371	1.8%
Expenditures:						
Operating						
User Fee Payments to UTOPIA	21,837	14,436	12,570	10,545	(2,025)	-16.1%
Debt Service						
UTOPIA Pledge Payments (Debt Service)	913,892	950,813	969,829	989,225	19,396	2.0%
TOTAL EXPENDITURES	\$ 935,729	\$ 965,249	\$ 982,399	\$ 999,770	\$ 17,371	1.8%
FUND BALANCE - CONTRIBUTION TO (USE OF)	(108,992)	297,358	-	-	-	

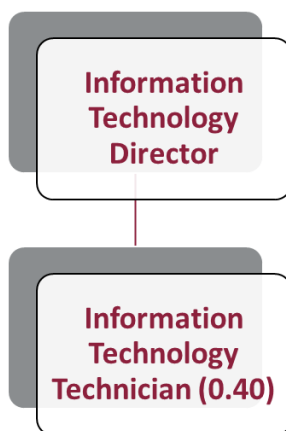
At a Glance:

Total Budget: \$999,770 | Full-Time Equivalent Employees: 0

Internal Service Funds



Internal Service Fund—Information Technology



FUND DESCRIPTION

The Information Technology Fund was established to provide maintenance for the City’s information technology hardware, software, and infrastructure. The Information Technology fund collects an annual fee for this service. The Information Technology Fund also collects replacement funds for each department in anticipation of replacing computers at the end of their useful life (four years for desktop computers, three years for laptops).

At a Glance:

Total Budget: \$503,723 | Full-Time Equivalent Employees: 0.40

Internal Service Fund—Information Technology

BUDGET

Information Technology Internal Service Fund						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
General Fund contribution ¹	171,027	153,364	119,492	167,511	48,019	40.2%
Water contribution ¹	10,607	7,910	13,006	19,918	6,912	53.1%
Storm Water contribution ¹	10,670	7,704	7,974	14,653	6,679	83.8%
RDA contribution ¹	8,977	5,960	6,009	9,975	3,966	66.0%
Sewer contribution ¹	6,014	3,837	5,866	10,978	5,112	87.1%
Fleet contribution ¹	3,368	2,475	2,140	3,702	1,562	73.0%
Interest Earned	(657)	14,360	-	-	-	0.0%
Proceeds from sale of assets	372	2,788	3,500	3,600	100	2.9%
Transfer From Capital Projects Fund	100,000	-	-	-	-	0.0%
Transfer from other funds ²	-	200,000	-	32,000	32,000	0.0%
TOTAL REVENUES	\$ 310,378	\$ 398,398	\$ 157,987	\$ 262,337	\$ 104,350	66.0%
Expenditures:						
Personnel						
Salaries ³	19,028	23,306	25,175	26,062	887	3.5%
Overtime ⁴	148	21	1,000	-	(1,000)	-100.0%
Benefits ⁵	10,661	10,213	10,675	10,821	146	1.4%
Total Personnel	29,837	33,540	36,850	36,883	33	0.1%
Operating						
Communications and Telephone	155	167	161	161	-	0.0%
Capital Projects						
Hardware ⁶	43,112	32,294	70,600	72,200	1,600	2.3%
Software ¹	58,372	53,304	67,199	341,948	274,749	408.9%
City-Wide Software Initiative	-	-	-	-	-	-
Infrastructure	19,043	12,079	42,067	32,531	(9,536)	-22.7%
Internet ¹	-	-	-	20,000	20,000	0.0%
Depreciation Expense	13,412	25,868	-	-	-	0.0%
Total Capital Projects	133,939	123,545	179,866	466,679	286,813	159.5%
TOTAL EXPENDITURES	\$ 163,931	\$ 157,252	\$ 216,877	\$ 503,723	\$ 286,846	132.3%
FUND BALANCE - CONTRIBUTION TO (USE OF)	146,447	241,146	(58,890)	(241,386)	(182,496)	

1 Distributing City-wide software to departments - includes request for ESRI Enterprise and Proof Point Software

2 One -Time Funding for new copiers

3 FY2025 Market, COLA, & Merit Salary Adjustments

4 Change in operating costs

5 FY2025 Increase in benefit cost

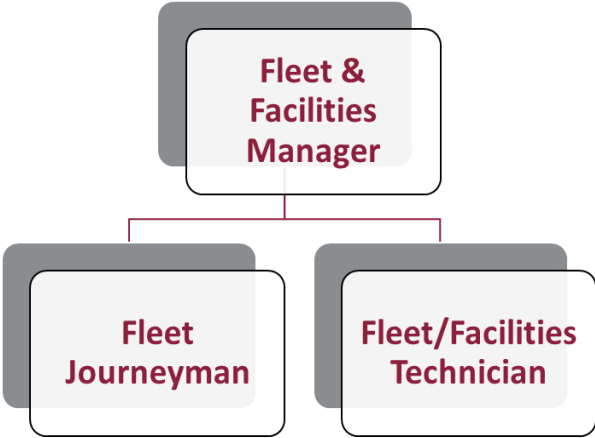
6 Regular computer replacement and request for new copiers

Internal Service Fund—Information Technology

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Information Technology Technician	0.40	0.40	0.40	0.40
TOTAL INFO TECHNOLOGY INTERNAL SERVICE FUND	0.40	0.40	0.40	0.40

Internal Service Fund—Fleet



FUND DESCRIPTION

The Fleet Division is responsible for providing safe and operable vehicles and equipment for use by all City Departments. This includes purchasing, maintenance and repairs, surplus and providing operator use and safety training. The division currently maintains 50 large and light duty vehicles and upwards of 45 small engine equipment.

At a Glance:

Total Budget: \$2,079,627 | Full-Time Equivalent Employees: 1.95

Internal Service Fund—Fleet

BUDGET

Fleet Internal Service Fund						
	Actual FY2022	Actual FY2023	Amended FY2024	Tentative FY2025	Difference	Percent Change
Revenues:						
General Fund Charges for Services - Operations ¹	195,237	216,500	242,088	262,967	20,879	8.6%
Water Utility Fund Charges for Services - Operations ¹	86,209	95,597	106,896	116,115	9,219	8.6%
Sewer Utility Fund Charges for Service - Operations ¹	88,745	98,408	110,040	119,530	9,490	8.6%
Storm Drain Utility Fund Charges for Service - Operations ¹	121,707	134,960	150,912	163,927	13,015	8.6%
General Fund Charges for Service - Capital ²	158,004	205,688	218,978	207,212	(11,766)	-5.4%
Water Utility Fund Charges for Services - Capital ²	74,758	105,495	202,141	225,732	23,591	11.7%
Sewer Utility Fund Charges for Services - Capital ²	59,510	60,796	142,517	118,429	(24,088)	-16.9%
Storm Drain Utility Fund Charges for Services - Capital ²	125,782	154,875	234,384	93,282	(141,102)	-60.2%
Proceeds From Insurance	560	6,700	-	-	-	0.0%
Interest Earnings	(5,449)	120,990	4,800	4,800	-	0.0%
Sales of Fixed Assets ²	71,820	7,010	362,522	599,583	237,061	65.4%
TOTAL REVENUES	\$ 976,883	\$ 1,207,019	\$ 1,775,278	\$ 1,911,578	\$ 136,300	7.7%
Expenditures:						
Personnel						
Salaries ³	98,166	107,483	137,795	152,975	15,180	11.0%
Overtime	976	1,392	1,800	1,800	-	0.0%
Benefits ⁴	51,724	49,867	72,262	62,174	(10,088)	-14.0%
Pension Expense	(16,640)	(8,473)	-	-	-	0.0%
Uniform Allowance ¹	1,274	1,254	1,200	1,850	650	54.2%
Total Personnel	135,500	151,523	213,057	218,799	5,742	2.7%
Operating						
Administrative Charge ¹	89,684	92,375	100,879	125,005	24,126	23.9%
Subscriptions and Memberships ¹	(4)	247	1,200	500	(700)	-58.3%
Tool Allowance ¹	962	1,019	1,000	1,500	500	50.0%
Travel	50	3,405	4,000	4,000	-	0.0%
Information Technology Equipment (Interfund) ⁵	3,368	2,475	2,140	3,702	1,562	73.0%
Communications and Telephone	620	733	3,100	3,100	-	0.0%
Education and Training	-	-	-	-	-	0.0%
Gasoline ¹	87,285	92,708	85,900	100,000	14,100	16.4%
Oil ¹	1,785	4,116	3,100	3,500	400	12.9%
Tires ¹	3,897	6,121	6,000	8,000	2,000	33.3%
Parts ¹	16,461	32,161	24,700	30,000	5,300	21.5%
Outside Repairs	11,523	6,948	15,000	15,000	-	0.0%
Shop Supplies	3,987	2,151	4,100	4,100	-	0.0%
Safety Equipment	-	-	600	600	-	0.0%
Insurance	121,068	142,638	150,000	150,000	-	0.0%
Total Operating	340,686	387,097	401,719	449,007	47,288	11.8%
Capital Projects						
Depreciation Expense	382,612	387,590	-	-	-	0.0%
Vehicle Purchases ²	-	-	1,406,952	1,411,822	4,870	0.3%
Total Capital Projects	382,612	387,590	1,406,952	1,411,822	4,870	0.3%
TOTAL EXPENDITURES	\$ 858,798	\$ 926,210	\$ 2,021,728	\$ 2,079,627	\$ 57,899	2.9%
FUND BALANCE - CONTRIBUTION TO (USE OF)	118,085	280,809	(246,450)	(168,050)	78,400	

Internal Service Fund—Fleet

BUDGET CONTINUED

- 1 Changes in operating costs
- 2 Scheduled vehicle replacement
- 3 FY2025 Market, COLA, & Merit Salary Adjustments
- 4 New employee actual benefit cost
- 5 Distributing City-wide software to departments

STAFFING

Position	FY2022	FY2023	FY2024	Tentative FY2025
Public Works Director	0.05	0.05	0.05	0.05
Operations Superintendent	0.10	0.10	0.10	0.10
Fleet/Facilities Manager	0.50	0.50	0.50	0.50
Apprentice Mechanic	0.80	0.80	0.80	0.80
Fleet/ Facilities Journeyman	0.00	0.00	0.00	0.50
TOTAL FLEET FUND	1.45	1.45	1.45	1.95

Midvale City
7505 S Holden St
Midvale, UT 84047-7180
(801) 567-7200
www.midvalecity.org



MIDVALE CITY COUNCIL SUMMARY REPORT

May 21, 2024

SUBJECT: Declaration of Surplus Property

SUBMITTED BY: Levi McNeill, Midvale City Fleet and Facilities Manager

SUMMARY: The City has a vehicle replacement program and schedule. Following that schedule there are five vehicles needing to go to surplus. Vehicles that are being replaced are auctioned through the Utah Public Surplus website <https://www.publicsurplus.com/sms/browse/home>. Our purchasing policy requires that any vehicle or item valued over \$3,000 must first receive approval from the City Manager and Procurement Analyst, and then receive Council approval before it can go to surplus. Attachment A lists the vehicles ready for surplus, the projected value, and approval for surplus by the City Manager and Procurement Analyst. Staff are asking Council approval via a consent item.

FISCAL IMPACT: The projected return for each vehicle ready to surplus is listed below. All funds received will be placed back into the fleet replacement fund.

2018 Elgine sweeper is estimated at \$90,000 (Storm Drain fund).
2017 Ford F-150 estimated at \$18,000 (Sewer fund).
2018 Ford F-150 estimated at \$16,000 (Sewer fund).
2018 Ford F-150 estimated at \$18,000 (Water fund).
2015 Ford F-150 estimated at \$15,000 (Water fund).

STAFF RECOMMENDATION (MOTION READY): I move we declare the vehicles listed on Attachment 'A' as surplus property, and authorize staff to surplus the vehicles through Utah Public Surplus.

ATTACHMENTS: Approval Memo



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

MEMO

To: Matt Dahl, City Manager and Melissa Strasburg, Procurement/Contract Analyst

From: Levi McNeill, Fleet/Facilities Manager

Date: April 24, 2024

RE: Surplus Property Disposal Request

Midvale City's Fleet Department is requesting to surplus the following:

401	JALE5W160J7304241	2018 Elgin Broom Badger Street Sweeper	\$ 90,000
601	1FTEX1E80HFA35460	2017 Ford F-150	\$ 18,000
603	1FTFX1E55JKD60368	2018 Ford F-150	\$ 16,000
502	1FTMF1EB3JKD86676	2018 Ford F-150	\$ 18,000
509	1FTEX1EPXKE54797	2015 Ford F-150	\$ 15,000

Section 3.03.040 of the Midvale city Code addresses the disposal of surplus property. To dispose of surplus property, the following must occur:

1. Department Heads must give notice to the City Manager and Procurement Officer of surplus property within control of the department.
2. If real property, or personal property has an estimated value of more than \$3,000, the City council must approve of its disposal.
3. Disposal of a significant parcel of real property requires a public comment period.

Please indicate your approval to surplus said property.

Approved:

DocuSigned by:

Melissa Strasburg

5/13/2024

Melissa Strasburg, Procurement/Contract Analyst Date

DocuSigned by:

Matt Dahl

5/14/2024

Matt Dahl, City Manager

Date



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

MIDVALE CITY COUNCIL STAFF REPORT 5/21/2024

SUBJECT

Consider Resolution No. 2024-R-26 authorizing the Mayor to sign a service agreement with Markable Technologies, Inc., dba ZipFlow for a community development software.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

Since 2022, Midvale City has been engaged in finding and implementing a new community development software. The Community Development Department manages and coordinates the development and implementation of the City's long-term planning initiatives, business license applications and renewals, building permitting, and code enforcement. To fulfill these responsibilities effectively, the Community Development Department requires a comprehensive software solution that will aid with managing and analyzing complex data related to the City's development. Implementing a comprehensive software solution will allow for greater efficiency by reducing the need for multiple softwares. ZipFlow integrates into all programs currently used in Community Development.

In early 2023, staff met twice with the Midvale City Software Committee for approval to move forward with a new software acquisition. Throughout the rest of 2023, an RFP was drafted, and it was sent out for bid in late February 2024 and closed in March 2024. An evaluation committee thoroughly reviewed 9 proposals and selected ZipFlow in April 2024. ZipFlow will provide the City with custom software that can be molded to the specifications and unique requirements of the department, it will provide more services than current softwares can offer, and it will automate many manual processes.

The service agreement is coming before the Council, because the total cost over the life of the contract will exceed \$100,000.00.

STAFF RECOMMENDATION

Staff recommends Council approve the resolution, thus beginning the software implementation process for Community Development.

RECOMMENDED MOTION

I move that we approve Resolution No. 2024-R-26 authorizing the Mayor to sign a service agreement with Markable Technologies, Inc., dba ZipFlow for a community development software.

ATTACHMENTS

1. Resolution No. 2024-R-26
2. Service Agreement

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SERVICE AGREEMENT WITH
MARKABLE TECHNOLOGIES, INC., DBA ZIPFLOW FOR A COMMUNITY
DEVELOPMENT SOFTWARE**

Rori L. Andreason, MMC
City Recorder

Software Solution as a Service Agreement

This Agreement to Provide a Software Solution as a Service for Midvale City's Community Development Department is executed on _____, by Midvale City ("Midvale" and "The City"), a Utah municipal corporation and a political subdivision of Utah, and Markable Technologies, Inc., dba ZipFlow, a Technology Company ("Contractor").

Background

Midvale City's Community Development Department plays a crucial role in the City's development and is responsible for creating and implementing plans that shape the City's future. To carry out these responsibilities effectively, Midvale City's Community Development Department requires a comprehensive planning and development software solution as a service that will aid with managing and analyzing complex data related to the City's development.

On February 16, 2024, Midvale issued Request for Proposal # MID24-129 for qualified bidders to provide a software solution as a service for Midvale's Community Development Department.

Contractor represented to the City that it is qualified to provide a software solution as a service and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code § 3.02.130, Midvale determined that Contractor was the responsive responsible bidder.

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree:

Agreement

- 1. Scope of Services.** Contractor agrees to provide a software solution as a service in accordance with the following requirements ("Services"). Contractor agrees to provide design, configuration, and support for planning and development business software as a service for Midvale City's Community Development Department.

- A. Features and Functions.**

The planning and development software solution will contain the features and functions as listed in Exhibit A.

- B. Implementation.**

- i. Data Hosting.** Contractor will host data storage and provide Midvale with web access to the data through Azure AD integration.

- ii. **Connections.** Contractor will coordinate with Midvale's staff to connect the software solution with Midvale's GIS database. Contractor will coordinate with Midvale's staff to connect or link the software solution with Midvale's software with which it must integrate including but not limited to OnBase, Caselle, Xpress Bill Pay.
- iii. **Initial Customization.** Contractor will collaborate with Midvale staff and perform an initial customization of the software solution to establish a front-end interface, work management processes, templates, forms, and fields that reflect Midvale staff's preferences and coincide with Midvale's workflow process.
- iv. **Training.** Contractor will provide training to Midvale's staff on how to use the software solution. The level of training provided must be adequate for each type of Midvale's users. Contractor will provide training materials, including user manuals, video tutorials, and other documentation that can be accessed by City staff at any time.
- v. **Data Migration.** In the event that Midvale needs data migrated from their existing Community Development Department software, Contractor will complete the data migration to the software solution. Prior to any data migration, Contractor will coordinate such migration with Midvale's IT Department.

C. Support Services.

- i. **Technical Assistance.** Upon Midvale's acceptance of the software solution, Contractor will be available eight hours per day Monday through Friday to provide technical assistance. Such assistance must be provided in any combination of phone, email, live-chat, or in-person support.
- ii. **Meetings.** Upon Midvale's acceptance of the software solution, Contractor will be available for monthly onsite meetings with Midvale. After one year, Contractor will be available for onsite meetings with Midvale once per quarter for a period of one year.
- iii. **Software Maintenance/Repair.** Contractor will use reasonable efforts to ensure that the software solution is free from errors. Contractor will use its best efforts to repair any software errors that are impacting Midvale's use of the software solution.
- iv. **Software Updates.** Contractor is responsible for ensuring the planning software is kept current with the latest patches and updates, including those necessary for security. Contractor shall provide a detailed maintenance plan and timeline, including any necessary downtime or outage windows that must be approved by the City before maintenance can begin. Contractor agrees to

coordinate with Midvale's staff to implement any updates or new versions of the software solution. At the request of Midvale, Contractor will train Midvale's staff on any updates or new versions of the software solution.

D. Schedule.

- i. Term.** This Agreement will take effect on June 1, 2024. Unless otherwise terminated, this Agreement will terminate on June 30, 2026. This Agreement may automatically renew for a year at time for up to three additional years upon written agreement of the Parties.
- ii. AMS Implementation.** Contractor agrees to provide a software solution that meets the requirements of Section 1.A and complete its implementation in accordance with Section 1.B by February 1, 2025. In order to ensure that Contractor will meet the completion date, Contractor agrees to complete implementation milestones by the respective dates listed in Exhibit B.
- iii. Support.** Upon Midvale's acceptance of the software solution and its implementation, Contractor agrees to provide the Support Services under Section 1.C for the duration of the Agreement.
- iv. Midvale-caused Delay.** Both Parties recognize that Midvale's cooperation is necessary for Contractor to successfully provide and implement its software solution in accordance with the schedule in Section 1.D.ii. Midvale agrees to reasonably cooperate with Contractor in the performance of this Agreement. In the event that Midvale unreasonably delays Contractor's performance under Section 1.B, the schedule in Section 1.D.ii and Exhibit B will be extended by the number of days Contractor's performance was unreasonably delayed by Midvale.

E. Acceptance.

- i. Testing and Inspections.** Upon completion of each milestone identified in Exhibit B, Midvale may perform tests and inspections on the software solution to verify that each milestone of the software solution was completed and is functional in accordance with this Agreement. Upon completion of all milestones, Midvale will perform tests and inspections on the software solution to verify that it is performing according to the requirements of Section 1.A. and 1.B of this Agreement. If requested, Contractor will reasonably assist Midvale in any tests and inspections.
- ii. Cure.** In the event that Midvale determines that a milestone or feature of the software solution was not completed or is not performing in accordance with

this Agreement, Contractor agrees to cure any identified deficiencies prior to Midvale's acceptance.

- iii. **Acceptance.** Midvale will accept the software solution when it has determined that the software solution has been completed and is performing in accordance with Sections 1.A and 1.B of this Agreement.

2. **Warranty.**

A. **Quality.** Contractor warrants to Midvale that the software solution:

- i. Is new;
- ii. Is merchantable;
- iii. Is free from defects in materials and workmanship;
- iv. Is free from code that could damage or limit the City's access to or use of the City's data, network, equipment, or property;
- v. Does not infringe on the any third-party's intellectual property rights; and
- vi. Provides the functionality described in Section 1.A of this Agreement.

B. **Performance.** Contractor warrants to Midvale that the software solution will substantially perform in accordance with Section 1.A so long as the software solution is operated in accordance with Contractor's instructions for the term of this Agreement.

3. **Compensation.** Midvale agrees to pay Contractor the following for performed Services.

A. **Base Price.** The City agrees to pay the Contractor an initial price of \$29,500 for the software. In addition, the City elects to purchase migration of planning and building department data options for \$9,000.

B. **Licensing.** Upon full acceptance of the software solution by the City, the City will pay \$39,500 annually for licensing, maintenance, and support. This licensing fee shall include Contractor's cost for Support Services described in Section 1.C.

C. **Implementation.** Upon successful testing of each milestone, the City will pay 70% of the implementation cost of that milestone. Upon final testing and acceptance of the software solution by the City, the City will pay the remaining 30% of implementation costs.

D. **Change Orders.** Midvale may change the scope of work of this Agreement by providing Contractor a written request detailing the changes in the scope of services. Contractor may decline to accept a request that expands the scope of work of this Agreement, but it may not decline to accept a request that reduces the scope of work. The Parties will negotiate in good faith to determine the cost or credit resulting from the request. A change order will become binding once both Parties have executed a

written document that details the change to the scope of work, the cost or credit of such change, and any impact on the Schedule, as outlined by Section 1.D.

4. Payment.

A. **Invoices.** Contractor must submit invoices for payment to Midvale on a monthly basis during implementation and annually afterwards. Invoices must include an invoice number, the date the service was provided, the type of service performed, the specific rate, and the total extended dollar amount.

B. **Payment.**

Midvale will issue payments to Contractor, for any uncontested charges, within 30 days after receipt of invoices. The Parties will resolve any disputed charges in accordance with Section 11 of this Agreement.

5. Non-appropriation of Funds or Changes in Law. Upon 30 days written notice delivered to Contractor, this Agreement may be terminated in whole or in part at the sole discretion of Midvale, if Midvale reasonably determines that:

- A. a change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
- B. a change in available funds affects the City's ability to pay under this Agreement; or
- C. the City Council fails to fully fund the Services.

If the Agreement is terminated under this Section, Midvale will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The City is not liable for any performance, commitments, penalties, consequential damages, or liquidated damages that accrue after the effective date of said written notice.

6. Standard of Care. Contractor represents and warrants that the Services provided by Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the Parties' locality and under similar conditions.

7. Indemnification.

A. **Contractor.** Contractor agrees to indemnify, defend, and hold harmless Midvale and its elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from Contractor's performance under this Agreement. This includes, but is not limited to, claims of copyright, trademark, or patent infringement if the software includes unauthorized use of protected material, claims regarding data breach and security issues, claims regarding performance issues if the software fails to perform as promised and causes harm or damage, claims regarding legal and regulatory compliance. This obligation is not extended to any damages, liabilities, claims, losses, or expenses (including legal and attorney's fees and costs) caused solely by the City's negligence or willful misconduct.

B. **Midvale.** Midvale agrees to indemnify, defend, and hold harmless Contractor and its officers, employees, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising solely from the City's negligence or willful misconduct in performing under this Agreement.

C. **Survival.** The provisions of this Section will survive the termination of this Agreement.

8. **Government Immunity.** Midvale advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). Midvale does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by Midvale under this Agreement are expressly limited to the amounts identified in the Act.

9. **Default.** In the event of a default under this Agreement, the non-defaulting Party may:

- A. Suspend Contractor's performance under this Agreement until the default is corrected;
- B. Withhold payment until the default is corrected;
- C. Charge 1.5% interest monthly, compounded monthly, on any unpaid amount until the amount is paid in full; and
- D. Terminate this Agreement in accordance with Section 10.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

10. Termination.

A. **Default.** This Agreement may be terminated for cause by the non-violating Party by providing written notice to the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in Section 9.

B. **Convenience.** This Agreement may be terminated for convenience by the City by providing 90 days written notice to Contractor.

C. **Compensation.** Upon termination of this Agreement, all accounts and payments will be processed according to Sections 3 and 4 for approved and properly performed Services completed prior to the effective date of the written notice. Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery from the City is limited to full payment for all services

approved and properly performed completed prior to the effective date of the written notice.

D. Data Retention, Access, and Delivery upon Termination. The City is required by law to retain much of the data and documents that will be generated and stored in Contractor's systems. This provision is intended to facilitate retention of those data and documents. Upon termination of this Agreement for any reason, Contractor agrees to retain and allow the City to access its data and documents for a period of one year from the effective date of termination ("Retention Period"). During the Retention Period, the City will have the right to access and retrieve its data stored within Contractor's systems. Contractor will provide reasonable assistance to facilitate the transfer of data and documents to the City. Contractor will provide the City with the data in a mutually agreed-upon format, usable and accessible to the City without Contractor's software. At the expiration of the Retention Period, unless otherwise agreed upon in writing, Contractor will securely delete all of City's data from its systems and will not retain any copies of the data. Contractor will take reasonable measures to ensure the security and integrity of the City's data during the Retention Period. This Subsection shall survive termination of the Agreement.

11. Dispute Resolution. Any dispute arising under or relating to this Agreement will be resolved in the following order:

- A. Good faith negotiations between the Parties;
- B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
- C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

12. Laws and Regulations. At all times during this Agreement, Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. This also includes not using these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

13. Relationship of Parties. Contractor is an independent contractor of Midvale. No other legal relationship has been formed by this Agreement, and in no manner is Contractor an employee or agent of the City. Contractor is not entitled to any of the benefits associated with such employment. Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or

implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

14. Insurance. Contractor must at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. Coverage Amounts.

- I. **Commercial General Liability Insurance.** Contractor must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - II. **Professional Liability/Errors and Omissions.** Contractor must have a Professional Liability/Errors and Omissions Insurance policy in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. This policy must be maintained for at least five years after the completion of Services. This obligation survives the termination of this Agreement.
 - III. **Automobile Liability Insurance.** Contractor must have Automobile Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - IV. **Workers Compensation.** Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. Contractor must have Employers Liability Insurance (Part B) in the amount of at least \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.
- B. Certificate of Insurance.** Contractor must provide a Certificate of Insurance that meets the requirements of this Section to Midvale prior to execution of this Agreement. Contractor must provide an updated Certificate of Insurance any time its insurance policy changes. Failure to provide proof of insurance will be deemed a material breach of this Agreement.
- C. Cancellation/Expiration.**
Contractor may not cancel or allow an insurance policy to expire unless written notice has been given Midvale at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.
- D. Additional Insured.**
Contractor must add Midvale as an additional insured to all of its insurance policies under this Agreement except for its Workers Compensation policies.

E. Primary, Noncontributory.

Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by Midvale.

F. Material Breach.

Contractor's failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. Midvale may immediately terminate this Agreement and seek any other appropriate remedies.

15. Status Verification. Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 et seq., any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.

16. Government Records Access and Management Act. Midvale is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq., as amended. Any documents produced or collected under this Agreement may be subject to public access. If Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), then Contractor must provide a written claim of business confidentiality to the City that complies with Utah Code Ann. § 63G-2-309(1). Contractor agrees to cooperate with and to supply any requested records to the City with any public records request. This obligation will survive any suspension or termination this Agreement.

17. Time. For all Services, time is of the essence. Contractor is liable for all reasonable damages to Midvale as a result of Contractor's failure to timely perform the services required under this Agreement, which delay is not attributable to the City.

18. Force Majeure. Neither Party to this Agreement will be held responsible for delay or default caused by fire, flood, earthquake, act of terrorism riot, pandemic, war, or other act of God, which is beyond that Party's reasonable control. Either Party may either modify the schedule under Section 1.D of this Agreement to reasonably accommodate the unforeseen event or terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.

19. Conflicts of Interest.

A. Officer or Employee. Contractor represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of Midvale or its affiliates, unless it has made such disclosure to the City prior to execution of this Agreement. Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the

drafting of Midvale's procurement and project documents or the City's selection of a bidder.

B. **Gift.** Contractor represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a bidder.

20. Notice. Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City
Midvale City
Attn: Contract Analyst
7505 S. Holden Street
Midvale, UT 84047

Contractor
ZipFlow
Attn: Jason Thompson
jason@zipflow.com
801-866-7702

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

21. Assignment and Delegation. A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.

22. Subcontractors. Performance of Services under this Agreement may not be subcontracted to another entity without Midvale's consent. The City may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, Contractor is responsible for the subcontractor's performance of the Services. The agreement between Contractor and any subcontractor must make the subcontractor subject to all of terms of this Agreement that apply to Contractor except for invoices and payments. The City will accept invoices only from Contractor and will make payments only to Contractor for Services.

23. Not Exclusive. Contractor understands that this Agreement is not exclusive. Midvale may contract with other individuals or entities to provide the same or similar services. This contract does not guarantee any amount of work.

24. Performance Evaluation. Midvale may conduct a performance evaluation of Contractor's Services. Results of any evaluation may be made available to Contractor upon Contractor's request.

- 25. Publicity.** Contractor must submit all advertising and publicity matters relating to this Agreement to Midvale for written approval. It is the City's sole discretion whether to provide approval. This provision will survive the termination of this Agreement.
- 26. Document Retention.** Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by Midvale to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The City may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the City or third parties upon the City's request.
- 27. Ownership of Intellectual Property.** Midvale and Contractor each recognize that each has no right, title, proprietary or otherwise to the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All programs and software and all articles, memoranda, and other materials developed by Contractor for the software and computer programs developed under this Agreement shall belong to Contractor. However, all data and documents produced by the City in its use of the software shall be the property of the City.
- 28. Software License Restriction.** The City acknowledges and agrees that the software license granted by Contractor is solely for the use of the City's designated personnel and is non-transferable. The City shall not, directly or indirectly, sublicense, share, sell, lease, or otherwise provide access to the training materials, software, or any license keys to any third party without the explicit written consent of Contractor. The City shall not redistribute, reproduce, or make copies of the software or training materials, in whole or in part, for any purpose other than for the City's internal use.
- 29. Intellectual Property Licenses.** Prior to the delivery of any software or related materials to the City, Contractor shall acquire all necessary licenses for intellectual property ("IP") rights required for the development, use, and distribution of the software. Contractor shall ensure that all acquired licenses cover the entire scope of the software, including but not limited to, any third-party libraries, frameworks, modules, or components incorporated into the software. The licenses obtained must be sufficient to grant the City the rights necessary for the intended use of the software. In acquiring licenses, Contractor shall comply with all terms and conditions of third-party licenses, ensuring that the use of third-party components in the software is authorized and does not infringe on any third-party rights. Contractor shall promptly notify the City of any changes to the acquired licenses that may affect the City's rights to use or distribute the software. In the event of any changes, Contractor shall take necessary actions to maintain the City's rights under this agreement. Contractor agrees to indemnify, defend, and hold the City harmless from any claims, damages, liabilities, or expenses arising out of or related to Contractor's failure to acquire necessary licenses for the IP rights associated with the software, including any claims of infringement of third-party rights. Upon request, Contractor shall provide the City with evidence of the acquired licenses, including relevant license agreements and documentation, to verify compliance with this Section.

- 30. Amendments/Modifications.** This Agreement may be modified only by the mutual written agreement of the Parties. Any such amendment will be attached to this Agreement.
- 31. Wavier.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under this Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in this Agreement will remain in full force with respect to any existing or subsequently occurring default.
- 32. Severability.** In the event that any provision of this Agreement is held to be void, the voided provision will be considered severable from the remainder of this Agreement and will not affect any other provision in this Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.
- 33. Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in Salt Lake County, Utah.
- 34. Survival.** Termination of this Agreement does not extinguish or prejudice Midvale's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that explicitly survives the termination of this Agreement or is intended to survive termination of this Agreement.
- 35. No Boycott.** Pursuant to Utah Code § 63G-27-201, Contractor is required to certify that Contractor is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Contractor agrees not to engage in a boycott of the State of Israel for the duration of the Agreement. Contractor agrees to notify the City in writing if it begins engaging in an economic boycott, which may be grounds for termination of the Agreement. Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.
- 36. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.

Midvale City and Contractor have read and understand the terms of this Software Solution as a Service Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

MIDVALE CITY

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, City Recorder

MARKABLE TECHNOLOGIES, INC., dba
ZIPFLOW

Jason Thompson, Co-Founder

Exhibit A

FEATURES & FUNCTION WORKSHEET

Vendor Name:

Please input an "x" in the appropriate column to the right of the feature/function/capability statement. Further explanations or information regarding third-party software and/or modification should also be provided in the comments column, if applicable. Each "non-title" row should have only one "x". Blank rows will be scored as Not Available.

LEGEND

Included: This item is included in the base bid price

Optional: This can be added but an additional fee will be required

Optional Costs: Please list the cost of adding this option

Not Available: This item isn't available or supported.

Feature / Function / Capability	Included	Optional	Optional Cost	Not Available	Comments
General:					
Cloud based software	X				
Ability to assign required application process to project	X				
Ability to have in-browser review	X				
Workflow features including, but not limited to approving and rejecting plans, awaiting and assigning public meetings, and approved but waiting for signatures or copy of recordation	X				
Reports on any trackable item of project activity, such as number of projects approved, approved lots, approved square footage, approved dwelling units during customizable timeframes, etc.	X				
Comprehensive project lists that show active vs. archived projects and the ability to track the amount of time spent on each project divided by the City, applicant, reviewer, and other factors as needed	X				
A list and map of in-review projects and approved projects that can be published on the City's website in real time	X				
Development plan review tools	X				
Ability to work with word documents, pdfs, and other file formats as needed	X				
Track document revisions based on content	X				
Ability to display markups to include arrows, text boxes, scale, and measure feature, etc	X				
Ability to leave, reply, and resolve comments. Comments should be time and date stamped, user/review specific (name and title), and link to specific markups	X				
Compiled comment sheet that provides an opportunity for developer to on each item	X				
Internal and external automated notification system	X				
Built in communication system between reviewer and applicant	X				
Ability to calculate fees based on pre-determined fees and other input fee fields	X				
GIS integration	X				We can display GIS layers provided by Midvale in our system and push permit/submission data into Midvale's GIS system.

Midvale City Website Requirements

Adherence to cybersecurity and compliance standards	X				We follow industry standards.
Ability for City planners to create and manage plans and projects related to City development	X				
Ability to set a timeframe/due date for the review cycle	X				
Ability to manage zoning and land use regulations and help in creating and enforcing regulations related to building and land use	X				
Capability to manage and analyze data related to City planning including, but not limited to, demographic information, traffic patterns, and land use	X				
Generation of reports and metrics to evaluate the effectiveness of City planning efforts	X				
Online payment ability	X				
Ability to edit any documents at any time	X				Documents can be removed/replaced at any time. Documents can be marked up and revised documents uploaded as a revision. Data used to populate fields in documents generated by our system can be revised and documents regenerated.
Software allows applicant to see status of application at any time	X				
Ability to edit/update if any information provided is incorrect	X				
Business License Review:					
Ability to submit and receive online application submissions	X				
Various types of applications, with different required fields/attachments	X				
Assign appropriate base fee plus variable fees based on license type and other input fields	X				
Communication ability between City staff and applicant to include inspections, missing information, fees, approvals, etc.	X				
Business license renewals:					
Identify different due dates and penalty dates based on license type	X				
Automated renewal forms based on individual license information/type	X				
Fee calculation based on renewal date/delinquent date		X			We are planning on adding in next 6 months.
Auto-generated license/certificate after payment is processed	X				
Renewal reminders/notifications based on license type	X				
Application submittal auto-generates business license profiles in software.	X				
Business license profiles are saved indefinitely for renewal	X				
Building Permit Review:					
Online application submittal with attached plans	X				
Specified reports based on GRAMA requests/monthly permit reports for contracted work, etc.	X				We have a robust reporting system and can incorporate information related to GRAMA requests. However, we will need to understand the requirements better to know if any adjustments are necessary to our system to meet your needs.
Communication within software to request plan amendments, etc.	X				
Maintain timeframe for each user/department's approval	X				Our system tracks time spent across all events in the system. It currently categorizes time spent based on the jurisdiction and applicant. Further granularity of time tracking may require additional work.

Midvale City Website Requirements

Stamped plans from Planning Department and Building Official	X				Approved plans can be downloaded, stamped, and uploaded as the official plans for construction. It is on our roadmap to provide the capability to add stamps within the system.
Create Certificate of Occupancy permit documents	X				
Assign required inspections to different types of permits	X				
Inspection requests/scheduling/external notifications	X				
Fee calculation based on valuation of project	X				
Ability to separate permits based on status	X				
Ability to show and sort by status such as incomplete application, under review w/ Planning Dept., under review w/ Building Official, pending payment, active, etc.	X				
Code Enforcement cases/files/fees maintained in a similar manner	X				Current functionality will handle most of what is needed for managing code enforcement. However, we may find that additional features are needed and we will provide those at no additional cost.
Generate notices of non-compliance	X				
Keep track of cases and timeline for resolution	X				
Assess fees based on duration of case being open and other factors	X				
Application/form builder:					
Variety of field types (e.g. text, radios, check box, document upload, required, etc.)	X				
Due dates/timeline based on application. Ability to assign/assess penalty fees based on dates	X				Penalty fees can be added when needed; however, we would need to understand better how penalty fees are affected based on dates beyond anything that is simply based on if an expiration date has been passed. It is on our roadmap to provide more robust automation for assessing penalty fees.
Ability to have conditional fields based on application type or responses to certain required questions	X				
Ability to require certain department approval based on application	X				
Printable version of the template and complete application	X				
Ability to add electronic signatures	X				
Ability to request additional information prior to application being considered complete	X				
Inspections:					
Ability to upload photos to requested inspection	X				
Ability to markup photos	X				
Ability to approve or deny	X				
Other:					
Integrate with existing systems including: OnBase, Caselle, Xpress Bill Pay	X				
Provide automatic and manual archiving integration with OnBase	X				
Ad Hoc meeting function with scheduling wizard to automatically schedule the meeting for a time that works for everyone	X				
Generate official approval documents	X				
Ability to customize software to meet unique City needs	X				
Midvale City will own all the data	X				
Ability to filter comments by reviewer	X				



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

MIDVALE CITY COUNCIL
STAFF REPORT
5/21/2024

SUBJECT

Consideration and Approval of Resolution No. 2024-R-27 Adopting the Midvale Comprehensive Emergency Management Plan (CEMP).

SUBMITTED BY

Brad Jewett, Emergency Management Planner

BACKGROUND AND OVERVIEW

Midvale City recognizes the importance of preparedness in the face of potential emergencies and disasters. With a commitment to safeguarding the well-being of its residents, businesses, and infrastructure, the city has undertaken a thorough review and revision of its emergency management strategies. Building upon past initiatives and incorporating lessons learned from real-world events, Midvale City Emergency Management Division has developed the new Comprehensive Emergency Management Plan (CEMP).

The CEMP encompasses a wide range of potential hazards, including natural disasters such as earthquakes, floods, and wildfires, as well as human-made emergencies like industrial accidents, hazardous material spills, and public health crises. It considers the unique geographical, demographic, and infrastructural characteristics of Midvale City to tailor response strategies accordingly.

The success of the CEMP relies on close collaboration and coordination among city departments, emergency services, community organizations, businesses, and neighboring jurisdictions. The plan emphasizes the importance of partnerships and mutual aid agreements to leverage resources and capabilities during emergencies.

After approval by the Midvale City Council, the CEMP will be implemented gradually, overseen by designated authorities who will assess its effectiveness regularly. Feedback from exercises, real incidents, and community stakeholders will inform ongoing refinements and updates to the plan.

In conclusion, the CEMP represents a proactive and collaborative approach to emergency preparedness and response in Midvale City. By prioritizing risk assessment, coordination, and continuous improvement, the city aims to enhance its resilience and ability to safeguard the well-being of its residents in the face of adversity.

RECOMMENDED MOTION

I move to adopt Resolution No. 2024-R-27 Adopting Midvale Comprehensive Emergency Management Plan (CEMP).

ATTACHMENTS

Resolution No. 2024-R-27
Midvale CEMP

**MIDVALE CITY, UTAH
RESOLUTION 2020-R-27**

**A RESOLUTION OF MIDVALE CITY ADOPTING THE
MIDVALE CITY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, Midvale City Council recognizes it is at risk to a wide range of natural, technological, and man-made hazards and there is a need for ongoing emergency planning; and

WHEREAS, this CEMP is needed to coordinate and support Midvale City response efforts in the event of an emergency or disaster and during the aftermath thereof; and

WHEREAS, this plan will provide a framework for Midvale City to plan and perform its emergency functions during a disaster or emergency; and

WHEREAS, tasked organizations within the plan have the responsibility to prepare and maintain standard operating procedures and commit to the training and exercise required to support this plan; and

WHEREAS, under the direction of the mayor, city manager, and emergency management planner, this plan will be revised and updated as required; and

WHEREAS, this CEMP supersedes any other emergency plans that existed prior to this date; and

WHEREAS, in accordance with the Homeland Security Presidential Directive 5, all agencies' departments, and organizations having responsibilities delineated in this CEMP will use the National Incident Management System; and

WHEREAS, the National Incident Management System was adopted by Resolution 2020-R-18. This system will allow proper coordination between state and federal organizations; and

WHEREAS, the Incident Command System, as a part of the National Incident Management System, will enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure. All on-scene management of incidents will be conducted using the Incident Command System,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Midvale City, the attached CEMP is officially adopted.

PASSED AND APPROVED this 21st day of May 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	_____	_____



Midvale City

Comprehensive Emergency

Management Plan

Base Plan | April 2024

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1. EXECUTIVE SUMMARY

The Midvale City Comprehensive Emergency Management Plan (CEMP) establishes the framework to respond to, recover from, prepare for, and mitigate against all hazards that threaten the communities it serves. Local government has the primary responsibility for emergency management activities. When the emergency exceeds the local government's capabilities to respond, the local government will then request assistance from Salt Lake County and then the State of Utah. The Federal Government will aid the State when appropriate. This plan is based upon the concept that the emergency functions for municipal departments, functions, or groups will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

Along with the Hazard Analysis, this plan is intended to be used as a guiding document when executing response or recovery operations during a disaster or emergency and to guide preparedness and mitigation operations.

The intended audience for the CEMP includes:

- Midvale City elected leaders
- Midvale City Division of Emergency Management (EM) staff
- Midvale City staff expected to support response, recovery, preparedness, and mitigation operations.
- Midvale City, County, State, federal, private-sector, and non-governmental organizations (NGO) that may support response, recovery, preparedness, and recovery operations.

Navigating the Comprehensive Emergency Management Plan

The following sections in the CEMP provide direction on emergency or disaster activation, response, recovery, preparedness, and mitigation procedures.

Activation occurs after identifying an occurring or imminent emergency or disaster incident. Operations in this section include:

- Assessing the scope and potential impacts of the emergency
- Convening the Policy Group and senior leadership to determine response priorities and next steps
- Activating the CEMP to facilitate response and recovery operations
- Determining which Midvale City facilities are activated to support response and recovery operations
- Staffing the Emergency Coordination Center [ECC] to facilitate and support response and recovery operations

Response includes immediate operations following the identification of an occurring or imminent emergency or disaster to save lives and prevent further property damage.

Operations in this section include:

- Forming a common operating picture to ensure situational awareness among responding entities
- Developing and documenting incident priorities through the Incident Action Plan (IAP)
- Issuing and/or coordinating with the County for timely and accurate public warning and guidance to the community
- Implementing protective actions, such as evacuations and sheltering, to save lives and property
- Coordinating with non-Midvale City partners such as other municipalities, the County, and the State to support emergency or disaster response
- Documenting response operations to support audits, documentation policies, and transition to recovery operations

Recovery operations support returning the community to pre-emergency or disaster conditions. Operations in this section include:

- Transitioning from response to recovery operations
- Assessing recovery needs of the community to execute targeted recovery operations
- Initiating long-term recovery efforts to support the community returning to normal

Preparedness operations prepare for and mitigate the impacts of all hazards.

Operations in this section include:

- Developing planning documentation to formalize capabilities and procedures that prepare for and mitigate the impacts of emergencies and disasters
- Conducting mitigation planning to build resilience and identify mitigation actions to lessen the impacts of specific hazards
- Training and exercising on plans and procedures to support execution of response and recovery operations
- Involving the public in emergency management through outreach to increase community preparedness

2. PROMULGATION

Transmitted herewith is the Midvale City Comprehensive Emergency Management Plan (CEMP). The CEMP was developed through the collaborative efforts of Midvale City Emergency Management (EM) and stakeholders from Midvale City departments, municipalities, Salt Lake County Emergency Management, and the Utah Division of Emergency Management (DEM).

EM appreciates the cooperation and support from all stakeholders that contributed to the development of the CEMP. EM, Midvale City departments, and supporting municipal, County and State organizations listed in this plan will review the CEMP for accuracy on a periodic basis.

The CEMP and its supporting documents supersede any previous Emergency Management plan and have been approved for implementation by:

Name	Position	Date
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3. RECORD OF DISTRIBUTION

Table 1: Record of Distribution

[illegible]

4. RECORD OF REVISION

Table 2: Record of Revision

[illegible]



Table of Contents

1. EXECUTIVE SUMMARY.....	2
2. PROMULGATION	4
3. RECORD OF DISTRIBUTION	5
4. RECORD OF REVISION	6
1. BASE PLAN INTRODUCTION.....	9
1.1 Purpose	9
1.2 Hazard Overview.....	10
2. ASSUMPTIONS.....	10
2.1 Activation	12
2.1.1 Assess the Emergency	12
2.1.2 Convene Policy Group and Senior Leadership	13
2.1.3 Determine Whether Comprehensive Emergency Management Plan Activation is Required 13	
2.2 Response	16
2.2.1 Communicate with the Community	17
2.2.2 Perform Damage Assessments	18
2.2.3 Request Mutual Aid	18
2.2.4 Request a Disaster Declaration	19
2.2.5 Coordinate with Non-[Town/City/Municipality] Partners	20
2.3 Preparedness.....	22
2.3.1 Develop Plans for Future Emergencies.....	22
2.3.2 Involve the Community in Emergency Management	23
3. ROLES AND RESPONSIBILITIES.....	24
3.1 Functional Responsibilities.....	24
3.2 General Roles and Responsibilities.....	27
3.2.1 Municipalities	27
3.2.2 County.....	28

1. BASE PLAN INTRODUCTION

The Comprehensive Emergency Management Plan (CEMP) establishes the framework through which Midvale City will respond to, recover from, prepare for, and mitigate against all hazards that threaten Midvale City. It describes the comprehensive integration and coordination of all levels of municipal, County, State, and federal government, volunteer organizations, non-profit agencies, and the private sector.

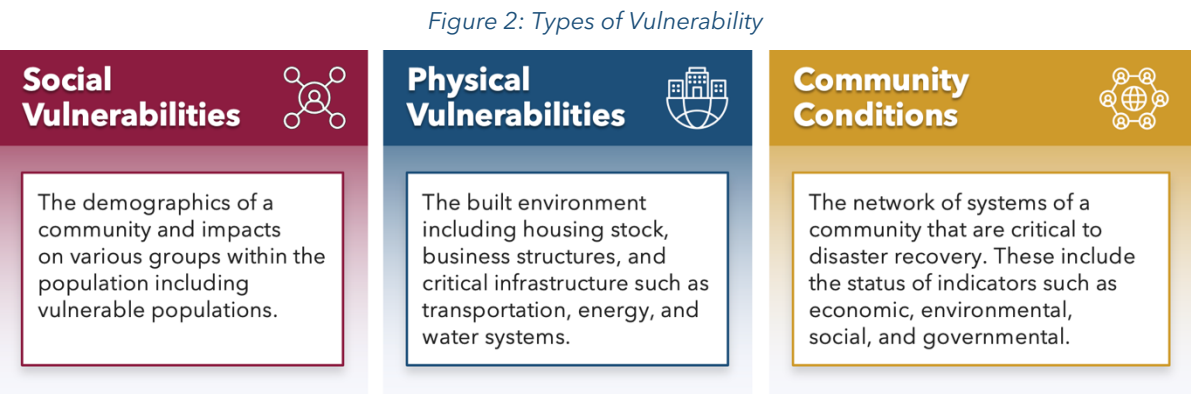
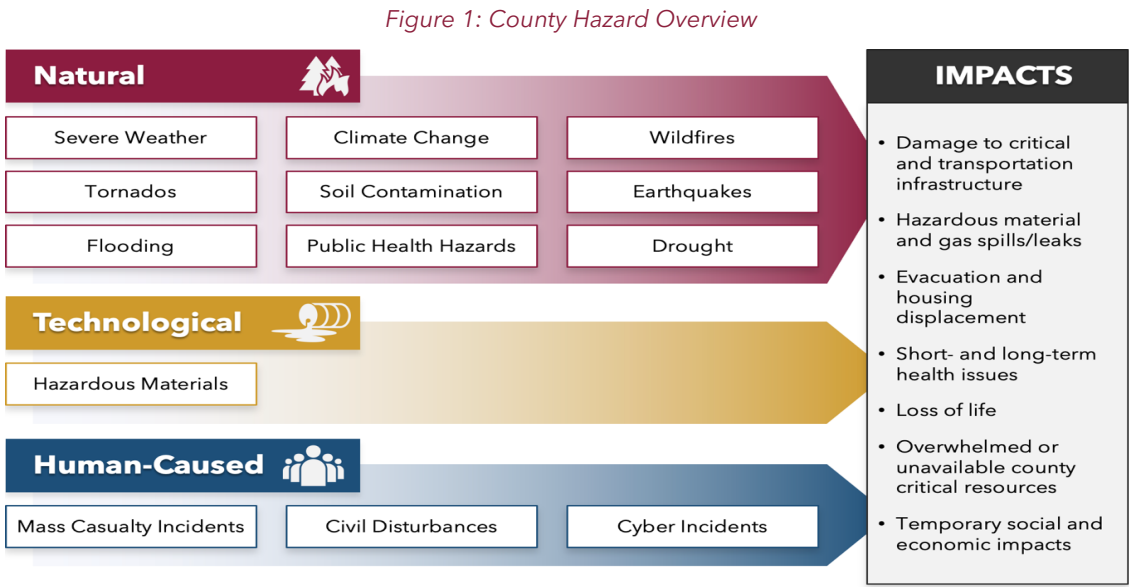
1.1 Purpose

The base plan provides a comprehensive overview of scalable command and control structures and operational procedures across all levels of government to respond to, recover from, prepare for, and mitigate against all hazards. The CEMP for Midvale City establishes a framework for an effective system of comprehensive emergency operations and management for the purpose of:

- Reducing the loss of life, injury, property damage and loss from natural or man-made emergencies.
- Preparing for prompt and efficient response activities to protect lives and property impacted by emergencies.
- Responding to emergencies with the effective use of all relevant plans and appropriate resources.
- Providing for the rapid and orderly implementation of recovery operations.
- Assisting in awareness, education, prevention, and mitigation of emergencies.

1.2 Hazard Overview

The Salt Lake County Hazard Mitigation Plan identifies the hazards that pose a risk to Midvale City and details their potential impacts. **Figure 1** provides an overview of those hazards.



2. ASSUMPTIONS

The following planning assumptions in Table 1 were considered in the development and execution of the base plan.

Table 3: Base Plan Assumptions

Coordination Structures	<ul style="list-style-type: none"> ● Municipal, County, State, and federal response organizations adopt NIMS as the integrated system to respond to and recover from incidents. ● Emergency management coordination and resource allocation starts at the municipal level and extends to County, State, and federal resources as availability and capabilities are exhausted. ● The Midvale Emergency Coordination Center (ECC) is staffed with representatives from municipal agencies and private organizations grouped under the [ESF/ISM] structure during response and the Recovery Support Function (RSF) structure during recovery.
Activation	<ul style="list-style-type: none"> ● Some activation notifications and communications depend on availability of communications and energy infrastructure. ● Damaged infrastructure impacts the speed at which municipal, special service district, County, State, and federal agencies can activate and deploy resources.
Response	<ul style="list-style-type: none"> ● Midvale City makes every reasonable effort to respond in the event of an emergency or disaster. ● Time of occurrence, severity of impact, weather conditions, population density, building construction, and cascading events are significant factors that affect casualties and damage. ● Emergency response capabilities are diminished due to damaged infrastructure and equipment or inaccessible locales. ● Damages to infrastructure are likely to manifest in direct physical and economic damage to facilities and systems. ● Disaster relief from agencies outside of Midvale may take 96 hours or more to arrive and start the cleanup process.
Recovery	<ul style="list-style-type: none"> ● Recovery of losses or reimbursements of costs from federal assistance requires preparation and compliance with federal statutes and regulations. ● The economic and physical limitations of recovery operations may result in temporary or protracted interruptions to services.
Preparedness and Mitigation	<ul style="list-style-type: none"> ● Effective preparedness requires ongoing public community awareness and education programs so that citizens are prepared and understand their responsibilities should a major disaster or emergency occur. ● Residents living within <i>Midvale City</i> boundaries are expected to maintain essential supplies to be self-sufficient for a minimum of 96 hours and up to two weeks following the initial impacts of an emergency or disaster. ● Effective mitigation may prevent certain hazards or incidents from occurring. For hazards or incidents that cannot be prevented, effective mitigation may reduce their impacts.

2.1 Activation

Effective and timely life and property saving operations often depend on prompt identification and activation of resources during a disaster or emergency. This section provides an overview of operations that occur after identifying an occurring or imminent emergency or disaster incident.

Figure 3: Activation Phase Overview

ACTIVATION PHASE

Assess the Emergency	Convene Policy Group and Senior Leadership	Determine if CEMPT Activation is Required	Determine Which Emergency Management Facilities to Use	Staff the ECC/EOC
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Key Activities

- EM and first responders assess potential or actual emergencies to determine whether the CEMP should be activated, in coordination with the Policy Group.
- EM, first responders, the Policy Group, and the Midvale City Manager will determine which emergency management facilities should be used to support response.
- EM determines which organizational structures and staff need to be mobilized to support activated facilities.
- EM notifies personnel they have been activated to support response.

2.1.1 Assess the Emergency

Municipal first responders are often the first agency to identify an imminent or potential emergency or disaster. Responding agencies on-scene utilize coordination structures defined in NIMS to respond to and assess the scope or potential impacts of the incident. Considerations when assessing the scope or potential impacts include:

- Potential for loss of life or injury
- Potential damage to property, roads, electricity, water, and other infrastructure
- Amount of time before incident impact
- Potential economic disruption

Following an initial assessment, responding jurisdictions or first responders determine actions, including activation of resources, plans, communication, scaling up response operations, and coordinating with municipal emergency management and Salt Lake County EM as needed.

2.1.2 Convene Policy Group and Senior Leadership

Responding agencies use established communications channels to notify senior decision-makers, such as the Midvale City Emergency Manager, the Midvale City Manager or designee and the Policy Group, of imminent or occurring emergencies or disasters. These channels include:

- Emergency dispatch
- Field observation
- ECC Planning and Intelligence Section
- Alerts from neighboring jurisdictions

2.1.3 Determine Whether Comprehensive Emergency Management Plan Activation is Required

Upon identification or warning of an incident, the following senior decision-makers have the authority to activate the CEMP:

- Midvale City Emergency Manager or designee
- Midvale City Manager or designee
- Midvale City Mayor or designee

Senior leadership considers the initial assessment from first responders to determine if the CEMP and operations within should be activated. Once the CEMP has been activated, relevant municipal and County agencies and partners are notified to implement the subsequent sections of this plan.

Warn the Community About Imminent Threats

If an emergency or disaster poses an immediate risk to the community, first responder agencies, in coordination with local Public Information Officers (PIO's) and EM's provide alert and warnings to the community and implement protective actions as rapidly as possible. If needed, local jurisdictions should coordinate with SLCo EM PIO for iPAWS messaging.

2.1.3.1 Determine Which Emergency Facilities to Use

Decide Which Facilities are Necessary to Support Response

Following the activation of the CEMP, the Midvale City Emergency Manager coordinates with the Midvale City Manager, first responding agencies, and other Midvale City leadership. Together, they determine which emergency management facilities to activate.

2.1.3.2 Staff the Midvale City Emergency Coordination Center (ECC)

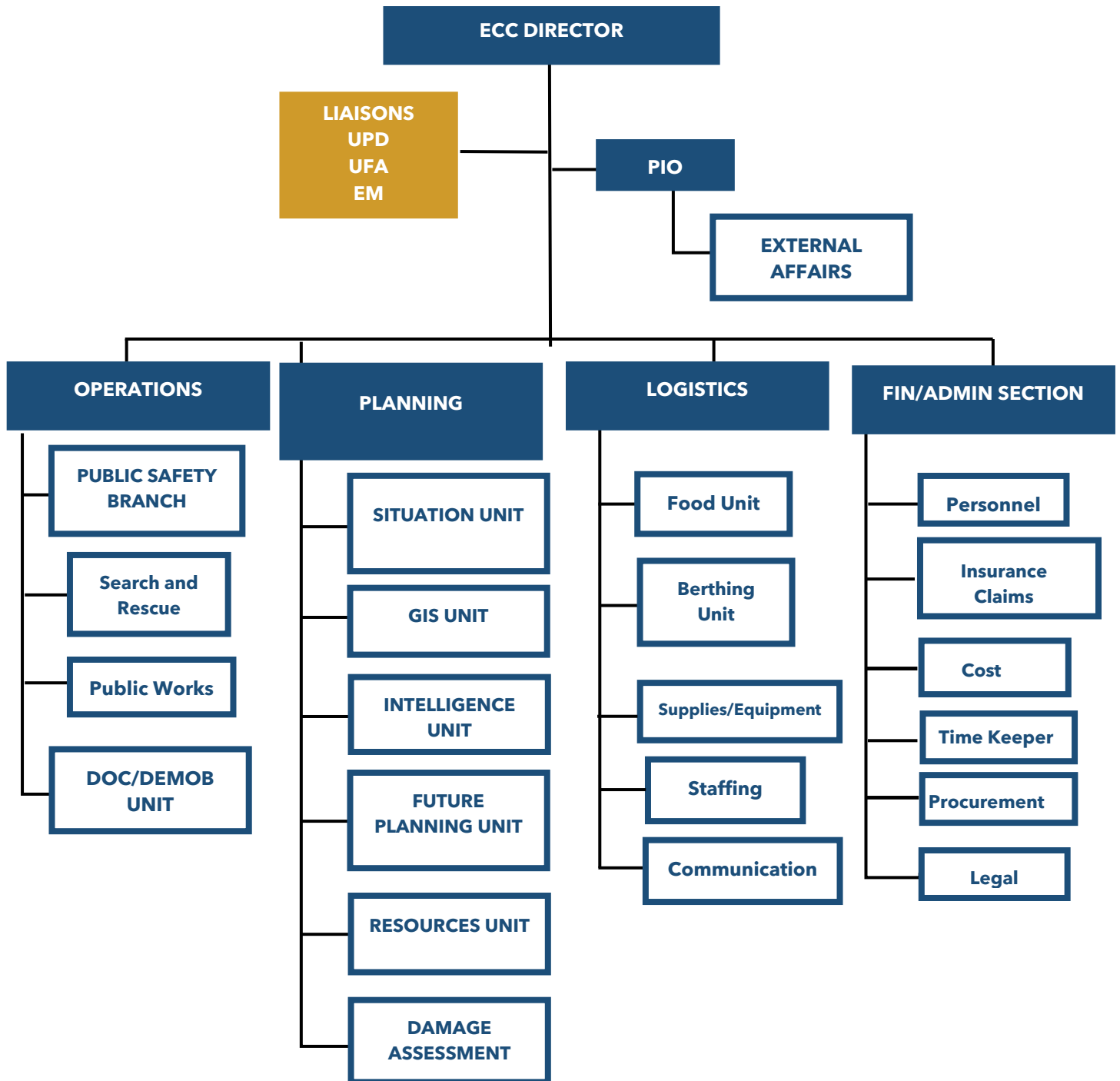
When an event requires ECC activation, the Midvale City Emergency Manager determines which ECC sections, branches, positions, and [ESF/ISM] are activated or deactivated depending on the emergency or disaster's scope and size.

The *ECC* uses an *ICS/Hybrid structure* to respond to incidents and is organized by:

- Sections that group the operations of the four core functions of the *ECC*
- Branches that organize section-specific operations and may have a combination of [ESF/ISM] and *ECC* positions.
- [ESF/ISM] that are groupings of similar organizations and agencies to support section and branch-specific operations.
- *ECC* positions that provide specific support for *ECC* sections and overall *ECC* operations, such as safety, communications support, and documentation.

Figure 4 provides an overview of the Midvale City *ECC* structure, including sections, branches, and positions. Each agency should customize based on their procedures.

Figure 4: Emergency [Operations/Coordination] Center Organization



2.2 Response

Response begins immediately after an incident occurs or is identified. Response operations often start at the municipal level, then expand to County, State, and federal support as the needs of the incident exceed capabilities. In compliance with Homeland Security Presidential Directive 5, municipal, special service district, County, State, and responding federal entities utilize NIMS as the coordination structure to facilitate command and control during response operations. An effective response depends on proper incident evaluation, rapid interagency coordination, and efficient utilization of available resources.

Response operations consist of immediate actions that save lives and prevent further property damage, such as fire suppression, food distribution, and communicating emergency public information. Municipal, County, and State agencies are responsible for executing these actions to limit the impacts of the incident on the affected community.

Figure 5: Response Phase Overview

RESPONSE PHASE (steps to be repeated as many times as necessary)



Key Activities

- First responders perform immediate life-saving and protective actions as they arrive on-scene of the incident.
- Incident Command directs first responders, supporting agencies, and the ECC to coordinate protective actions.
- ECC coordinates interagency information sharing to establish a common operating picture and maintain situational awareness across the response.
- ECC organizes **[ISM/ESF]** operations around the assessment and stabilization of Community Lifelines.
- EM, first responders, the Joint Information Center (JIC) and other supporting municipal entities provide warning and status updates to the community through various notification platforms.
- EM coordinates agencies and organizations to conduct rapid damage assessments (RDA) and initial damage estimates to determine immediate response needs and begin to estimate monetary damages.
- The ECC logistics Section identifies and procures requested resources and coordinates distribution.

- Municipal and County agencies coordinate a request for a disaster declaration through the State if the disaster or emergency incident overwhelms municipal capabilities.
- The ECC Finance/Administration Section and the Planning Section collect incident-related documentation.

Field Response and Tactical Operations

Municipal first responder agencies are often first on the scene of an imminent or actualized emergency or disaster incident. They will respond to incidents to protect life, safety, and property based on internal SOPs. These agencies often set up ICS structures to coordinate interagency operations.

EM and the ECC staff coordinate with the Incident Command Post (ICP) regularly to support field response by identifying additional resources, disseminating public information, and coordinating mass care operations. The ECC coordinates with field response through the ECC Operations Section by communicating with first responder agency liaisons.

2.2.1 Communicate with the Community

Establish Procedures to Communicate with the Community

The Municipal EM PIO, who serves as the JIC manager, is responsible for establishing the JIC to facilitate the collection and dissemination of accurate and timely information. The JIC is staffed by *qualified Midvale City, County, and private-sector personnel*. Public information responsibilities of the Midvale City include:

- Coordinating with appropriate neighboring jurisdictions, special service district, County, State, federal entities, and all media representatives to ensure timely and accurate information is provided to the community.
- Pushing public messaging to the community through various channels (e.g., press conferences, social media, emergency alerts)
- If needed, activating the JIC and support team to better facilitate:
 - Information collection
 - Information dissemination
 - Interaction and coordination with the media
 - Unified messaging
 - Information deconfliction

Communicating With the Whole Community

Additional communications methods are incorporated into warning, notification, and status updates to increase the accessibility of information and reach the whole community, including individuals with access and functional needs. Examples of accessible communications include:

- Adding open and closed captioning on television broadcasts.
- Including an American Sign Language (ASL) interpreter during media briefings.
- Translating and providing print, news, and social media emergency public information in English, Spanish, and other languages commonly spoken in Midvale City.

2.2.2 Perform Damage Assessments

Municipal agencies conduct damage assessments during the response to identify incident impacts, prioritize response and restoration activities, and initiate the cost recovery process. The objectives of damage assessments include:

- Determining immediate life safety issues such as trapped or missing individuals
- Assessing economic impacts
- Identifying the scope of damages
- Determining the status of infrastructure
- Prioritizing response operations
- Documenting damages
- Affixing an estimated dollar amount to damage to justify the need for additional assistance

New impacts, damages, or disruptions to infrastructure are incorporated into updated assessments and reported to relevant **[ESFs/ISMs]** and County, State, and federal supporting agencies.

2.2.3 Request Mutual Aid

Note: Municipal response may require the use of resources beyond those available within the municipality. To expedite the resource sharing process, Midvale City *has* entered into mutual aid agreements with neighboring jurisdictions and assisting agencies to access additional resources should they be available. Such mutual aid agreements can be pre-established (preferred) or created at the onset of response operations. Pre-establishing mutual aid agreements prior to response operations is preferred as the agreements can be rapidly utilized during response.

Mutual aid agreements often include:

- Identification of the resources accessed.
- Reasonable assurance that resources are available when needed.
- Terms for compensation

2.2.4 Request a Disaster Declaration

The disaster declaration process is a critical step for local entities to access County, State and federal support and assistance. Figure 6 provides an overview of how emergency declarations at the municipal and County level are escalated to the State and federal government.

Figure 6: Response Phase Overview

Midvale City

- Municipal agencies respond with available resources and capabilities.
- Municipal agencies conduct assessment to determine scope of damages.
- As incident exceeds local capabilities, EM supports local response and coordination.
- Municipal mayor proclaims a local emergency, and forwards proclamation to EM.
- Municipal mayor may utilize mutual aid and impose regulations, such as curfews, business closures, and tasking out law enforcement.

County

- EM receives municipal emergency proclamation.
- EM supports response by providing coordination, personnel, or equipment as needed.
- EM coordinates Facilities Management, Public Work and Engineering, and Planning and Development to conduct and develop damage assessments to support declaration.
- The District Attorneys' office supports writing and legal review of emergency declarations, and ensures they are processed correctly.
- As incident exceeds County capabilities and resources, Salt Lake County Emergency Manager declaration to DEM Region 2 liaison to request State assistance.

State

- DEM receives County emergency declaration.
- DEM verifies that the county has met the threshold for disaster declaration.
- DEM Director advises governor of situation and, if warranted, **governor proclaims a state of emergency.**
- DEM Director initiates State response by activating agencies and relevant ESFs to take necessary action per Utah Emergency Operations Plan and agency standard operating procedures to support response.

Federal

- Federal agencies dispatch such as FEMA to verify damages and identify support needs.
- If needed, federal agencies provide response support resources.
- Federal agencies provide disaster assistance programs to support recovery.
- Federal agencies coordinate with State and County to monitor application of federal assistance funding.



Operations and coordination are escalated as entities exhaust resources and capabilities.

2.2.5 Coordinate with Non-Midvale City Partners

To effectively implement activation, response, recovery, and preparedness actions, the Midvale City coordinates with County, State, federal, and private-sector partners. This section provides an overview of how these entities coordinate.

As an incident evolves, expands, or affects certain sectors, various agencies may become involved to support response and recovery operations. Figure 7 provides a general overview of how different agencies and entities are involved as an incident becomes more complex.

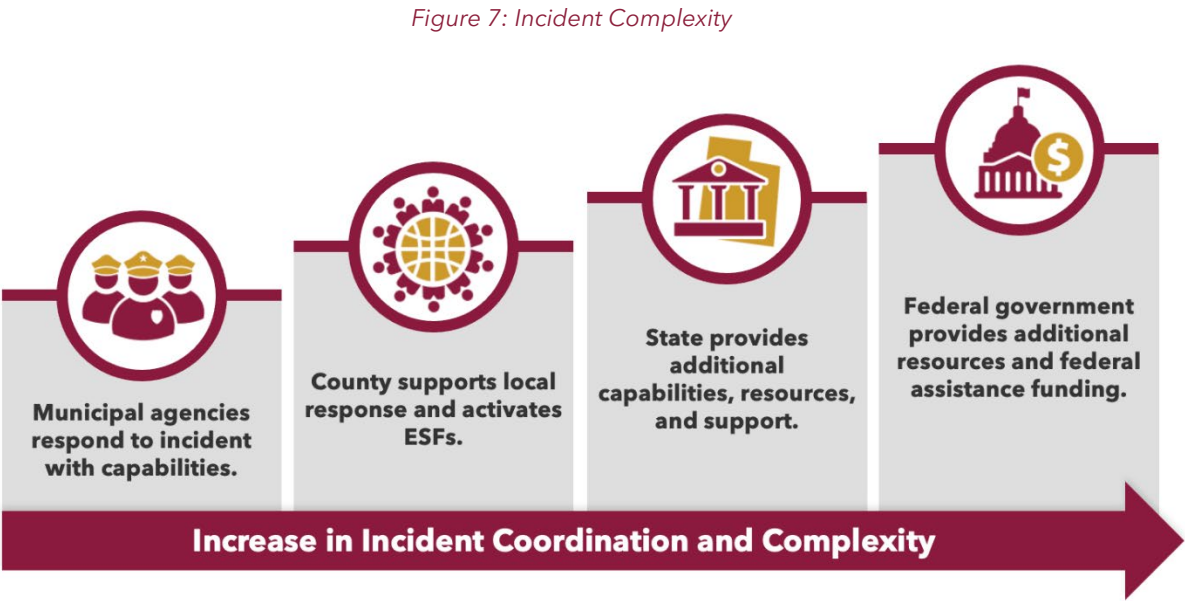


Table 4 describes the major responsibilities related to coordination during emergency and disaster response and recovery operations.

Table 4: Coordination Roles and Responsibilities

Midvale City	<ul style="list-style-type: none">Respond to incident based on available resources and capabilities.Notify municipal emergency management and other supporting agencies of operations, initial assessment, and need for further support (if required).Activate relevant municipal ECC to provide timely, accurate, and regular assessments and coordination support.Declare a local emergency if warranted.

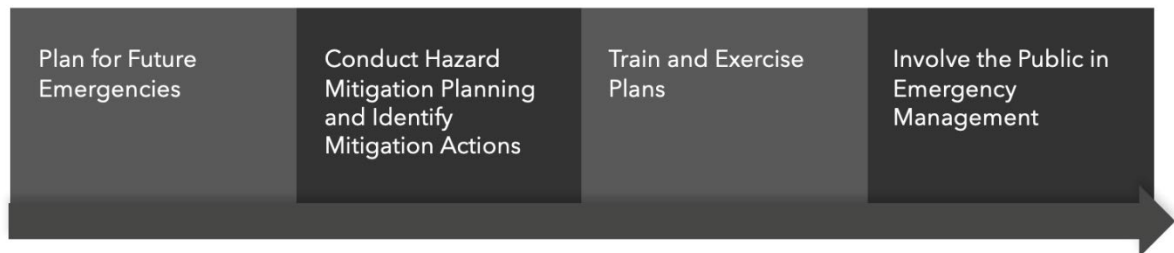
County	<ul style="list-style-type: none"> ● Activate ECC to support response and recovery coordination. ● Notify DEM of incident and request support as needed. ● Create County disaster declaration as needed. ● Coordinate with Utah DEM to request federal assistance as needed. ● Coordinate requests from municipalities and County departments, organizations, and agencies for resources to support response and recovery. ● Regularly assess and document incident impacts and status. ● Develop timely and accurate messaging to the community regarding incident status and protective actions.
State of Utah	<ul style="list-style-type: none"> ● Provide DEM liaison to support communication and coordinate between the ECC and DEM. ● Coordinate support from State of Utah agencies, other counties, and inter-State mutual aid through EMAC. ● Support Midvale City and State disaster declaration as needed. ● Coordinate federal assistance.
Federal Government	<ul style="list-style-type: none"> ● Provide response support and resources if State of Utah capabilities are insufficient to respond and recover from the incident. ● Provide federal assistance to help the [Municipality] recover from emergency or disaster impacts.
Private Sector	<ul style="list-style-type: none"> ● Incorporate response and recovery resources and support to municipal and County governments through requests, agreements, and memorandums of understanding (MOU). ● Provide situational assessment and ensure situational awareness of disaster or emergency, if applicable.

2.3 Preparedness

This section provides an overview of preparedness actions executed by Midvale City and partnering agencies to prepare for the impacts of all hazards. Preparedness actions occur prior to and after emergencies and disasters and include planning, training, and exercises.

Figure 8: Preparedness Phase Overview

PREPAREDNESS PHASE



Key Activities

- All agencies develop internal plans to support emergency or disaster preparedness.
- EM coordinates hazard mitigation planning and identification of mitigation projects to lessen the impacts of emergencies and disasters.
- EM plans for and executes training and exercises for different partner entities within the Municipality.
- The EM and municipal PIOs implement outreach strategies to inform, educate, and engage the community on emergency preparedness.

2.3.1 Develop Plans for Future Emergencies

2.3.1.1 Maintain Plans that Support Response and Recovery

Relevant Midvale City departments, agencies, and organizations maintain operational plans and documents described in Table 5 to better facilitate disaster and emergency response.

Table 5: Planning Documentation Overview

Comprehensive Emergency Management Plan	Establishes the framework for the Midvale City to respond to, recover from, prepare for, and mitigate against all hazards that pose a threat to the Midvale City.

2.3.1.2 Update Plans Regularly

EM has the overall responsibility for ensuring their plans, annexes, operations guides, and associated checklists are current. The Midvale City Emergency Manager or designee assigns personnel to be accountable for the upkeep of specific planning documentation.

All other municipal departments or divisions that have emergency response or recovery assignments are responsible for developing and maintaining their own plans and procedures.

2.3.2 Involve the Community in Emergency Management

Effective community preparedness requires ongoing community awareness and education programs so citizens are prepared and understand their responsibilities should a major disaster or emergency occur.

2.3.2.1 Improve Public Safety through Education and Outreach

The EM JIC Manager/PIO, in coordination with other municipal communications officers, is responsible for developing and disseminating preparedness public messaging campaigns. Examples of these campaigns include:

- Signing up for public alert applications
- Developing a personal preparedness plan
- Informing the community on safety information about flood zones and evacuation routes

3. ROLES AND RESPONSIBILITIES

This section outlines general roles and responsibilities for Midvale city, Salt Lake County, State, and federal entities related to response, recovery, preparedness, and mitigation operations.

3.1 Functional Responsibilities

Table 6 provides an overview of emergency response functions and the primary (**P**) and secondary (**S**) entities that are responsible for executing those functions. * notes contracted services.

Table 6: Agency Roles & Responsibilities

Function	Midvale City EM	Mayor/Manager Office	Health Department	Information Services	Public Works	Human Services	Mayors/Manager Office of Finance	Police Department/UPD Contracted *	Fire Department/UFA Contracted *	American Red Cross (ARC)	Salvation Army	Faith-Based NGOs	Private Sector
Administration and Finance	P						P						
Agriculture and Natural Resources					S								P
Alert and Notification	P							S	S				
Communications	S			P				S	S				
Critical Infrastructure and Key Resource Restoration					P								S
Damage Assessment	P				P								
Debris Management					P				S				
Detection And Monitoring	S							P	P				
Direction, Control, and Coordination	P	P						S	S				

Function	Midvale City EM	Mayor/Manager Office	Health Department	Information Services	Public Works	Human Services	Mayors/Manager Office of Finance	Police Department/UPD Contracted *	Fire Department/UFA Contracted *	American Red Cross (ARC)	Salvation Army	Faith-Based NGOs	Private Sector
Donation Management							P			S	S	S	S
Emergency Public Information	P	S											
Energy and Utilities Services					S								P
Evacuation and Shelter-in-Place		S						P	P				
Fatality Management and Mortuary Services													
Firefighting/Fire Protection									P				
Food, Water, and Commodities Distribution											P		
Hazardous Materials									P				
Information Collection, Analysis, and Dissemination	P							S					
Law Enforcement								P					
Mass Care and Sheltering	S									P	P	S	
Mutual Aid	P	S											
Private Sector Coordination	P												P
Public Health and Medical Services			P										
Public Works and Engineering					P								

Function	Midvale City EM	Mayor/Manager Office	Health Department	Information Services	Public Works	Human Services	Mayors/Manager Office of Finance	Police Department/UPD Contracted *	Fire Department/UFA Contracted *	American Red Cross (ARC)	Salvation Army	Faith-Based NGOs	Private Sector
Resource Management and Logistics	P								S				
Search and Rescue									P				
Transportation Systems and Resources					P								
Volunteer Management	S									P	P		
Warning	P							S	S				

3.2 General Roles and Responsibilities

3.2.1 Municipalities

Municipalities serve as the primary provider of emergency services within their jurisdiction to ensure timely response to incidents and are often the first to use their personnel and resources during an incident.

Table 7: Midvale City Roles & Responsibilities

<p>Midvale City</p>	<ul style="list-style-type: none"> ● Support ESF #15 by providing updates on incident status to the community through public information and outreach. ● Support ESFs #1, #5, #7 and #15 by coordinating response efforts and communications. ● Respond to and recover from emergencies and disasters based on municipal resources and capabilities. ● Through liaisons, maintain communications with neighboring municipalities and the County regarding additional resource and capability needs. ● Provide personnel and resources to neighboring municipalities and the County through formal requests. ● Declare a local emergency, per authority stated in local ordinance, if municipal resources and capabilities do not meet scope and size of emergency or disaster. ● Identify deficiencies and enhance protective measures to lessen the impact on vulnerable populations and minimize damage to local facilities. ● Provide 24/7 personnel with an on-call supervisor and Duty Officer (DO). ● Establish ECC activation level. ● Coordinate response and recovery operations out of the ECC. ● Establish the coordination structures through which local staff respond to and recover from emergencies and disasters. ● Identify, train, and exercise Midvale City staff to enable effective implementation of existing response plans, procedures, and policies. ● Facilitate coordination with municipal, County, State, private-sector, and federal entities to support emergency or disaster response, recovery, preparedness, and mitigation. ● Conduct public information operations out of the JIC to ensure the community receives timely and accurate information. ● Coordinate with municipal departments and divisions to maintain COOP plans.
<p>City Manager Office</p>	<ul style="list-style-type: none"> ● Support ESF #7 through the ECC Finance/Administration Section and ECC Operations Section. ● Enhance protective policies to lessen the impact on vulnerable populations and minimize damage to critical facilities. ● Provide overall direction to ECC for emergency and disaster response and recovery operations. ● Support development and dissemination of public information out of the JIC.

	<ul style="list-style-type: none"> Establish emergency declaration if [Municipality] capabilities and resources are insufficient to meet needs of incident.
Public Works	<ul style="list-style-type: none"> Support ESFs #1, #3, #10, #11, and #12 with appropriate vehicles and equipment, as well as personnel expertise. Work with government departments and industry partners to assess damage to transportation infrastructure and operations. Ensure public works and engineering-related functions are protected prior to an incident. Identify and acquire secondary buildings for operations to utilize during a response, should critical facilities be damaged, to maintain continuity of operations.
Local Police Department	<ul style="list-style-type: none"> Support ESFs #9 and #13 through coordination efforts. Execute tactical response operations to protect life and property. Provide assistance for evacuation operations. Provide security for incident perimeter and other operations. Regularly coordinate with [EOC/ECC] and other responding entities to form common operating picture.
Local Fire Department	<ul style="list-style-type: none"> Support ESFs #2, #4, #9, and #10 through appropriate equipment and personnel expertise. Execute tactical response and emergency medical services operations to protect life and property. Coordinate with Contracts and Procurement, UFA Logistics, and others to jointly secure and manage supply chains. Coordinate with [EOC/ECC] and other responding entities to form common operating picture.

3.2.2 County

County entities are responsible for coordinating to support response, recovery, preparedness, and mitigation operations for all hazards for which response exceeds local capacity.

Table 8: County Roles & Responsibilities

Health Department	<ul style="list-style-type: none"> Support ESFs #8, #10, and #14 with public health facilities, personnel, and documentation. Assist in community health-focused response and recovery efforts. Support tracking of hospital resources, such as available beds. Activate Health Department to coordinate community-health focused response operations.
Public Works	<ul style="list-style-type: none"> Support ESFs #1, #3, #10, #11, and #12 with appropriate vehicles and equipment, as well as personnel expertise. Work with government departments and industry partners to assess damage to transportation infrastructure and operations. Ensure public works and engineering-related functions are protected prior to an incident.

	<ul style="list-style-type: none"> ● Identify and acquire secondary buildings for operations to utilize during a response, should critical facilities be damaged, to maintain continuity of operations.
Human Services	<ul style="list-style-type: none"> ● Support ESFs #6, #7, and #8 with logistics to ensure populations receive necessary resources. ● Support implementation of disaster assistance programs to help populations recover non-housing losses and access food stamps, crisis counseling, disaster unemployment benefits, legal services, and other services. ● Provide staff to coordinate volunteers and manage donations depending on the scope and size of the incident and as needed.
Unified Police	<ul style="list-style-type: none"> ● Support ESFs #9 and #13 through coordination efforts. ● Execute tactical response operations to protect life and property. ● Aid with evacuation operations. ● Provide security for incident perimeter and other operations. ● Regularly coordinate with [EOC/ECC] and other responding entities to form common operating picture.
Unified Fire Authority	<ul style="list-style-type: none"> ● Support ESFs #2, #4, #9, and #10 through appropriate equipment and personnel expertise. ● Execute tactical response and emergency medical services operations to protect life and property. ● Coordinate with Contracts and Procurement, UFA Logistics, and others to jointly secure and manage supply chains. ● Coordinate with [EOC/ECC] and other responding entities to form common operating picture.

Glossary of Common Emergency Management Terms

Table 9: Glossary of Common EM Terms

After-Action Report	A document intended to capture experiences, best practices, and lessons learned after an operation.
Authorities and References	A component of an emergency management plan that provides the legal basis for emergency operations and activities.
Chain of Command	The orderly line of authority within the ranks of the incident management organization.
Chief	An individual leading a specific section (e.g., Planning Section Chief)
Command Staff	The staff who report directly to the Incident Commander, including the Public Information Officer, Safety Officer, Liaison Officer, and other positions, as required. They may have an assistant or assistants, as needed.
Concept of Operations	A component of an emergency management plan that clarifies the overall approach to response (i.e., what should happen, when, and at whose direction) and identifies specialized response teams and/or unique resources needed to respond to an incident.
County Coordinating Officer (CCO)	Assigned to coordinate municipal resource support activities and information sharing following a major municipal emergency event or disaster. The CCO is responsible for all ECC coordination of resources, programs, and ESF groups for affected jurisdictions, individual victims, and the private sector. The CCO is also responsible for overseeing the preparation of the IAP, which includes identifying operational periods and filling command and general staff positions as needed.
Emergency Support Function	ESFs are the grouping of certain sector capabilities into an organizational structure to provide support, resources, program implementation, and services.
Finance/Administration Section	The Incident Command System Section responsible for all administrative and financial considerations surrounding an incident.
General Staff	A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief. An Intelligence/Investigations Chief may be established, if required, to meet incident management needs.
Incident Action Plan	A document outlining the goals, objectives, and strategy for responding to an incident during each operational period.
Incident Command System	ICS is a common organizational structure for the management of an incident.

Incident Commander	The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The Incident Commander has overall authority and responsibility for conducting incident operations and is responsible for managing all incident operations at the incident site.
Incident Support Model	The ISM is a variation of the ICS structure that separates the information management/situational awareness function from the ICS Planning Section and combines the functions of the ICS Operations and Logistics Sections and comptroller/purchasing functions from the ICS Administration/Finance Section.
Joint Information Center	A facility established to coordinate critical emergency information, crisis communications, and public affairs functions. The Joint Information Center is the central point of contact for all news media. The PIO may activate the JIC to better manage external communication.
Logistics Section	The Incident Command System section responsible for providing facilities, services, and material support for the incident.
National Incident Management System	A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, non-governmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.
Operations Section	The ICS section responsible for all tactical incident operations and implementation of the Incident Action Plan.
Planning Section	The ICS section responsible for collecting, evaluating, and disseminating operational information related to the incident and for preparing and documenting the Incident Action Plan. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.
Public Information Officer	A member of the Command Staff who serves as the conduit for information to internal and external stakeholders, including the media or other organizations seeking information directly from the incident or event.
Resources	Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained.

Acronyms

ARC	American Red Cross
CEMP	Comprehensive Emergency Management Plan
COOP	Continuity of Operations
DA	Damage Assessment
DEM	Utah Division of Emergency Management
DO	Duty Officer
DOC	Department Operations Center
DRC	Disaster Recovery Center
ECC	Emergency Coordination Center
EM	Emergency Management
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center
ESF	Emergency Support Function
ISM	Incident Support Model
FEMA	Federal Emergency Management Agency
IAP	Incident Action Plan
ICP	Incident Command Post
ICS	Incident Command System
IT	Information Technology
JIC	Joint Information Center
NGO	Non-Governmental Organization
NIMS	National Incident Management System
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
RDA	Rapid Damage Assessment
RSF	Recovery Support Function

SOP	Standard Operating Procedure
UFA	Unified Fire Authority of Greater Salt Lake
UPD	Unified Police Department of Greater Salt Lake



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 21, 2024

ITEM TYPE: Action

SUBJECT: Consider Resolution No. 2024-R-28 Authorizing the adoption of an agreement between Midvale City and the Redevelopment Agency of Midvale City for the design, installation, and maintenance of a mural and approval of Mural Artist recommendation.

SUBMITTED BY: Cody Hill, RDA Manager

SUMMARY:

On June 8, 2024, the Redevelopment Agency of Midvale City is hosting the third annual mural festival, aiming to install nine new murals in the Main Street CDA. The City Council has expressed interest in including an additional mural on the north side of the old Midvale Fire Station located at 7683 Holden St.



To include this wall in the mural festival, we require the City Council's authorization of the agreement. The key terms of the agreement are as follows:

- The Agency will fund 100% of the mural's costs.
- Final rendering approval by City Council and Agency staff.
- The Agency will be responsible for the mural's maintenance.

The Mural Selection Committee, evaluated nearly 190 artists from across the world, and based on the size and location of the wall, have recommended awarding this wall to the artist Kristen De Palma, who is a widely recognized lettering artist from Nova Scotia, Canada.



PLAN COMPLIANCE: The City's participation in the mural festival would support the Main Street Small Area Plan and the Main Street Community Development Area Plan. The mural's rendering will be approved to ensure alignment with the City's public art requirements and restrictions.

FISCAL IMPACT:

The RDA Board has already approved the costs associated with public art within the Main Street Area. This does not impose any additional costs on Midvale City.

Attachments:

Resolution No. 2024-R-28
Applicant Wall Agreement

**MIDVALE CITY,
UTAH RESOLUTION
2024-R-28**

**A RESOLUTION OF MIDVALE CITY APPROVING
AN AGREEMENT TO PARTICIPATE IN THE ANNUAL
MIDVALE MAIN MURAL FESTIVAL BY ALLOWING
THE INSTALLATION OF A MURAL AT 7683 S.
HOLDEN STREET AND APPROVING THE SELECTION
OF A MURALIST**

WHEREAS, the Redevelopment Agency of Midvale City (the "Agency") was created by the Midvale City Council to transact the business and exercise the powers provided for in the Utah Redevelopment Agencies Act; and

WHEREAS, the Agency created the Main Street Community Development Area (the "CDA") in 2015 to revitalize and improve the Main Street area; and

WHEREAS, the overarching goal of the CDA is to establish an arts and culture district within the Main Street area; and

WHEREAS, an annual mural festival was initiated in 2022 to enhance the Main Street area with public art and the Agency is planning for an additional ten murals to be installed at this year's mural festival; and

WHEREAS, the building located at 7683 S. Holden Street, Midvale, UT 84047 is owned by Midvale City, and the decision to enhance the north side of the building with a mural as part of the 2024 mural festival rests with the city council members and mayor;

WHEREAS, the Mural Selection Committee recommends the artist Kristen De Palma as the muralist selected for the installation for the mural on the designated wall.

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

Section One: That the agreement found in Attachment A for the allowance of a mural to be installed on the north-facing wall of the old fire station building located at 7683 S. Holden in Midvale is approved and its execution by Mayor Stevenson is authorized.

Section Two: That artist Kristen De Palma is approved as the muralist for the installation of the mural at 7683 S. Holden Street.

Section Three: That this resolution shall become effective immediately upon the passage thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH this
_____ **day of May, 2024**

Marcus Stevenson, Mayor

Voting by the City Council Aye Nay
Bonnie Billings _____

ATTEST:

Rori L. Andreason, MMC
City Recorder

Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

**MIDVALE CITY MURAL FESTIVAL APPLICANT AGREEMENT
BETWEEN MIDVALE CITY AND
THE REDEVELOPMENT AGENCY OF MIDVALE CITY**

THIS MIDVALE CITY MURAL FESTIVAL APPLICANT AGREEMENT (the “Applicant Agreement”), is made and entered into as of May 20, 2024, by and among the Redevelopment Agency of Midvale City, a public agency (the “RDA” or “Agency”), and Midvale City, a political subdivision of the State of Utah, (“Owner”). Agency and Owner are referred to throughout this Applicant Agreement individually as a (“Party”) and collectively as (“Parties”).

WITNESSETH:

WHEREAS, “Los Muros on Main,” or the Midvale City Mural Festival was established in 2021 (the “Mural Festival”);

WHEREAS, during the Mural Festival, selected artists adorn building walls with works of art (“Murals”);

WHEREAS, Applicant is defined for the purposes of this Applicant Agreement as the titled owner of the Property or any individual or entity to whom Owner grants permission to install a Mural on the Property; and

WHEREAS, the Owner of certain property located at 7683 S. Holden Street, Midvale, Utah (the “Property”) is entering into this Applicant Agreement as an Applicant or has granted consent to the Applicant to participate in the Mural Festival (the “Mural Festival”) by submitting with this document a signed Owner Consent Agreement in the form attached as **Exhibit A**; and

WHEREAS, the Applicant is interested in the installation of a Mural on the Property; and

WHEREAS, the Applicant, Owner, and Agency recognize that the Applicant and Owner intend to redevelop or demolish the Property within the Maintenance Period, and

WHEREAS, the Agency will release a call for artists to design and install the Mural for participation in the Midvale City Mural Festival; and

WHEREAS, the Agency’s Mural Selection Committee will select appropriate artists from the call, then pair an artist with the Applicant for inclusion into the Mural Festival; and

WHEREAS, the Applicant, Agency, and Artist will agree upon a detailed sketch or digital rendering of the proposed Mural design including color and a visual representation within the dimensions of the assigned wall pursuant to the Artist Agreement attached hereto as **Exhibit B**; and

WHEREAS, the Agency and Applicant wish to enter into an agreement for participation in the Mural Festival;

NOW, THEREFORE, in consideration of the mutual promises contained in this Applicant Agreement, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals to this Applicant Agreement are incorporated into and shall constitute a part of this Applicant Agreement.
2. **Responsibilities of the Agency.** The Agency is responsible for the following:
 - a. The Agency will draft, release, and advertise a call for artists requesting artists' qualifications to design and install a Mural at the Property for inclusion in the Mural Festival. The selected artist will enter into the Artist Agreement attached hereto as **Exhibit B** with the Agency for the creation of the Mural.
 - b. The Agency agrees to pay the selected artist for the creation and installation of the Mural at the Property pursuant to the terms of the Artist Agreement.
 - c. The artist whose past artwork and qualifications are best suited for the Property and the Mural Festival will be selected by the Mural Selection Committee as described in the Artist Agreement. The selected artist will be paired with the Applicant who will approve final design in collaboration with the Agency.
 - d. The Agency will ensure the Mural complies with the Midvale Main Street Mural Festival Guidelines attached hereto as **Exhibit C** and any applicable laws.
 - e. Subject to limitations provided in this Applicant Agreement, the Agency agrees to maintain the Mural as described in Section 4 of this Applicant Agreement for a period of three years.
3. **Responsibilities of Applicant.** The Applicant is responsible for the following:
 - a. The Applicant will designate a wall for the installation of a Mural as part of the Mural Festival.
 - b. The Applicant will be available to communicate with the Agency to approve final design and for any installation needs.
 - c. The Applicant is responsible for providing the artist and Agency access to the Property for the design, installation, and maintenance of the Mural.
 - d. The Applicant is responsible for providing the artist, Agency, and public access to the Property to view the Mural during the Midvale Main Mural Festival.
 - e. The Applicant agrees that the Agency and the artist may use photos of the Mural on the Agency's managed website and any promotional materials of the Agency. The Agency shall credit the artist in any such use. The Applicant shall ensure that the artist is/are aware of and agrees to the foregoing.
4. **Maintenance Period.**
 - a. Unless the Owner demolishes or redevelops the Property, the Agency agrees to maintain the Mural in good repair for a period of three years from June 8, 2024, or the date in which the Mural has been fully installed on the wall (the "Maintenance Period"). The Applicant must notify the Agency of any damage, vandalism, or

deterioration to the Mural. The Agency will occasionally inspect the Mural for any damage, vandalism, or deterioration. If the Mural has been damaged, vandalized, or the Mural has deteriorated, the Agency will determine if the Agency can clean or repair the Mural itself. If the Agency determines that it cannot clean or repair the Mural and the Agency determines that the Mural can be repaired, the Agency will give the Artist the first opportunity to repair the Mural. If the Artist does not respond or provide a repair date satisfactory to the Agency, the Agency may contract with another individual or entity to repair, replace, or remove the Mural at its sole discretion. The Agency will notify the Applicant of its decision and anticipated completion date within 30 days of the Applicant's notification.

- b. Applicant understands that the Agency cannot guarantee that the Mural will remain installed for the three-year period. Vandalism, weather, deterioration or destruction of the Property, actions of the Applicant, and events outside of the control of the Agency may result in the Mural being removed partially or in whole before the end of the three-year period.

5. Effective Date and Duration.

This Applicant Agreement is effective as of the date first written above. Unless otherwise terminated pursuant to Section 6 below, this Applicant Agreement shall continue until the expiration of the Maintenance Period.

6. Termination

- a. The Agency shall have the right to terminate this Applicant Agreement at any time, upon finding that the Mural does not or will not fulfill or comply with the Applicant's design specifications approved by the Agency in the Artist Agreement.
- b. The Agency shall have the right to terminate Applicant Agreement if the Mural is not maintained during the required Maintenance Period. The Applicant agrees to allow the Mural to remain at the Property for no fewer than three years. In the event the Applicant removes the Mural from the Property sooner than three years from the completion date of the Mural, the Applicant shall reimburse the Agency all funds provided pursuant to this Applicant Agreement and the Artist Agreement.
- c. In the event Applicant intends to lease, sell, or transfer ownership of the Property, the Applicant shall notify Agency staff at least 30 days prior to the closing of the sale or transfer. The notice will include the following information about the Property's new owner:

- i. Name
- ii. Address
- iii. Phone number

Upon the closing of the lease, sale, or transfer, or redevelopment or the demolition of the Property, this Applicant Agreement will become void.

The Agency may terminate this Applicant Agreement upon notification to the Applicant at its sole discretion under this Applicant Agreement.

7. Default.

In the event any Party defaults in its obligations under the terms of this Applicant Agreement, in addition to all other remedies available, the non-defaulting Party can declare, at its option, this Applicant Agreement to be null and void. The non-defaulting Party of this Agreement shall be entitled to all costs and fees, including attorney's fees and costs, incurred to enforce the terms of this Applicant Agreement.

8. Indemnification.

The Applicant shall indemnify and hold the Agency and its agents, employees, and officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, including personal injury or death, brought against the Agency arising out of, in connection with, or incident to the execution of this Applicant Agreement and/or the Applicant's negligent performance or failure to perform any aspect of this Applicant Agreement; provided, however that if such claims are caused by or result from the concurrent negligence of the Agency, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Applicant; and provided further, that nothing herein shall require the Applicant to hold harmless or defend the Agency, its agents, employees, and/or officers from any claims arising from the sole negligence of the Agency, its agents, employees, and/or officers. The provisions of this paragraph shall survive the expiration or termination of this Applicant Agreement.

9. Nonexclusive.

This Applicant Agreement is not exclusive and does not limit the Agency from entering into other agreements regarding the Mural Festival.

10. Notice.

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

For the Agency:
RDA Manager
Midvale City RDA
7505 S. Holden Street
Midvale, UT 84047

For the Applicant:
Midvale City
ATTN: City Manager
7505 S. Holden Street
Midvale, UT 84047

11. Relationship of Parties.

This Applicant Agreement does not create any legal relationship between the Parties including, but not limited to, that of partner, employee, agent, or contractor.

12. Third-Party Benefits

This Agreement is for the sole benefit of the named Parties and Midvale City. Nothing contained in this Applicant Agreement is for or may be relied upon for the benefit of any other third party.

13. Assignment and Delegation.

A Party may not assign or delegate any part of this Applicant Agreement without the other Party's prior written consent.

14. Amendments.

Agency and Applicant may amend this Applicant Agreement by mutual written agreement. Any other modification is prohibited and invalid.

15. Severability.

In the event any provision of this Applicant Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the Parties. In the event that any part of this Applicant Agreement shall be determined unlawful or invalid by a court of competent jurisdiction then the remaining provisions shall continue in full force and effect.

16. Waiver.

Any failure or delay by either Party to exercise any right, power, or privilege or to insist upon observance or performance of a provision in this Applicant Agreement shall not operate or be construed as a waiver. One or more waivers by either Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of any subsequent breach of the same by the other Party.

17. Dispute Resolution.

Any dispute arising under or relating to this Applicant Agreement will be resolved in the following order:

- a. Good faith negotiations between the Parties for a limit of 90 days unless otherwise extended by mutual written agreement;
- b. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and

- c. Litigation. If a Party incurs any legal costs or attorney's fees in litigation to resolve a dispute arising under or relating to this Applicant Agreement, the prevailing Party may recover such costs and fees.

18. Governing Law and Venue.

This Applicant Agreement is governed, construed, and interpreted under the laws of the State of Utah. Any suit arising from this Applicant Agreement must be brought within the appropriate court in Salt Lake County, Utah.

19. Entire Agreement.

This Applicant Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings or agreements between the Parties.

20. Authorization.

Each of the Parties executing this Applicant Agreement represents that it has taken all the steps necessary to make this Applicant Agreement binding upon it. All Parties signing this Applicant Agreement represent that they are duly authorized to execute and deliver this Applicant Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Applicant Agreement shall be binding upon that Party for which he/she signs.

- 21. Laws and Regulations.** At all times during this Applicant Agreement, the Applicant and all artwork performed under this Applicant Agreement must comply with all applicable federal, state, and local laws, rules, codes, orders, constitutions, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision, including but not limited to hiring, selection of training, promotion, transfer, recruitment, or rates of pay, because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

- 22. Government Records Access and Management Act.** The Agency is a governmental entity that is subject to Utah's Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to -901. Any documents produced or collected under this Applicant Agreement may be subject to public access. If the Applicant believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Applicant must clearly mark such documents as "Proprietary" or "Confidential" and provide a written claim of business confidentiality to the Agency that complies with Utah Code Ann. § 63G-2-309(1). The Applicant agrees to cooperate with and to supply any requested records to the Agency with any public records request. This obligation will survive any suspension or termination this Applicant Agreement.

IN WITNESS WHEREOF, the parties have signed this Applicant Agreement to be effective as of the day and year first above written.

APPLICANT:

Marcus Stevenson
Mayor

ATTEST:

Rori L. Andreason
City Recorder

THE REDEVELOPMENT AGENCY OF MIDVALE CITY:

Marcus Stevenson
Chief Administrative Officer

EXHIBIT A OWNER CONSENT AND RELEASE

The undersigned (the “Owner”) gives its consent to the Redevelopment Agency of Midvale City, a public agency (the “Agency”) and to Midvale City (the “Applicant”) to participate in the Mural Festival, including consent for the Applicant, the Agency, and any contractors of the Agency to access the location at 7683 S. Holden Street, Midvale, Utah (the “Property”) to paint a mural and to perform any subsequent maintenance obligations.

1. The Owner represents and warrants to the Agency that:
 - a. The Owner is the legal and beneficial owner of Property;
 - b. The Owner has full power and authority to grant the above consent and the below release and indemnity; and
 - c. No other person or entity is required to consent to participation in the Midvale City Mural Festival including, without limitation, any tenant, occupant, or operator.
2. All provisions found in Paragraph 8 of this Applicant Agreement shall apply to this Owner Consent and Release.
3. Unless the Owner demolishes or redevelops the Property, the Owner agrees to allow the Mural to remain at the Property for no fewer than three years. In the event the Mural is removed from the Property by the Owner sooner than three years from the completion date of the Mural at the Property, the Owner will reimburse the Agency all funds provided pursuant to this Agreement.
4. Unless the Owner demolishes or redevelops the Property, the Agency agrees to maintain the Mural in good repair for a period of three years from June 8, 2024, or the date in which the Mural has been fully installed on the wall (the “Maintenance Period”). The Owner must notify the Agency of any damage, vandalism, or deterioration to the Mural. The Agency will occasionally inspect the Mural for any damage, vandalism, or deterioration. If the Mural has been damaged, vandalized, or the Mural has deteriorated, the Agency will determine if the Agency can clean or repair the Mural itself. If the Agency determines that it cannot clean or repair the Mural and the Agency determines that the Mural can be repaired, the Agency will give the Artist the first opportunity to repair the Mural. If the Artist does not respond or provide a repair date satisfactory to the Agency, the Agency may contract with another individual or entity to repair, replace, or remove the Mural at its sole discretion. The Agency will notify the Owner of its decision and anticipated completion date within 30 days of the Owner’s notification.
5. Owner understands that the Agency cannot guarantee that Mural will remain installed for the three-year period. Vandalism, weather, deterioration or destruction of the Property, actions of the Applicant, Owner, and their invitees, and events outside of the control of the Agency may result in the Mural being removed partially or in whole before the end of the three-year period.

6. In the event the Owner intends to lease, sell, or transfer ownership of the Property, the Owner will notify Agency staff at least 30 days prior to the closing of the sale or transfer. The notice will include the following information about the Property's new owner:

- i. Name
- ii. Address
- iii. Phone number

Upon the closing of the lease, sale, or transfer, or redevelopment or the demolition of the Property, this Agreement will become void.

OWNER / AUTHORIZED SIGNATORY OF PROPERTY OWNER:

Marcus Stevenson
Mayor

ATTEST:

Rori L. Andreason
City Recorder

EXHIBIT B
AGREEMENT FOR
ARTIST'S COMMISSIONED WORK FOR INCLUSION IN THE MIDVALE CITY
MURAL FESTIVAL PROGRAM

**AGREEMENT FOR
ARTIST'S COMMISSIONED WORK FOR INCLUSION IN THE MIDVALE CITY
MURAL FESTIVAL PROGRAM**

THIS AGREEMENT FOR ARTIST'S COMMISSIONED WORK FOR INCLUSION IN THE MIDVALE CITY MURAL FESTIVAL PROGRAM (the "Artist Agreement"), made and entered into as of _____, 2024, by and among the Redevelopment Agency of Midvale City, a public agency (the "Agency"), Midvale City, a political subdivision of the State of Utah, (the "Owner") and _____, an individual ("Artist"). Agency, Owner, and Artist are referred to throughout this Agreement individually as a ("Party") and collectively as ("Parties").

WITNESSETH:

WHEREAS, the Agency produces the annual Midvale Main Mural Festival Program (the "Program") which facilitates the installation of murals ("Mural") on buildings located throughout Midvale City;

WHEREAS, Midvale City is the owner ("Owner") of a building located at 7683 S. Holden St. Midvale, UT 84047 (as more particularly depicted in **Exhibit A** attached hereto, the "Property"), and the Agency is interested in the installation of a Mural thereon; and

WHEREAS, Owner is defined for the purposes of this Artist Agreement as the titled owner of the Property or any individual or entity to whom Owner grants permission to install a Mural on the Property pursuant to this Artist Agreement; and

WHEREAS, the Artist, Owner, and Agency recognize that the Applicant and Owner intend to redevelop or demolish the Property within the next 3 years, and

WHEREAS, the Agency issued a Statement of Qualifications ("SOQ") to solicit qualified artists to design and install murals as part of the Program; and

WHEREAS, the Agency has by resolution created the Mural Festival Selection Committee; and

WHEREAS, Committee has selected the undersigned Artist for the design and installation of the Mural at the Property; and

WHEREAS, the Agency, in collaboration with the Owner, assigns Artist to approve the Mural for inclusion in the Program; and

WHEREAS, the Artist, Owner, and Agency will agree upon a detailed sketch or digital rendering of the proposed Mural design including color and visual representation within the dimensions of the assigned wall and a brief written description of the proposed Mural (hereinafter referred to as the "Proposal"); and

WHEREAS, the Artist will participate the day of the Midvale Main Mural Festival by either engaging with the public and/or performing live painting of the Mural; and

WHEREAS, the Agency, the Owner and the Artist desire at this time to document their understanding and agreement with respect to the foregoing.

NOW, THEREFORE, in consideration of the mutual promises contained in this Artist Agreement, the Parties agree as follows:

1. **Scope of Services.** The Artist will design the Mural based on the Proposal and receive final design approval; requests for modification; or rejection from the Owner and the Agency within thirty (30) days of Owner and Agency receiving the Proposal from Artist. Upon receiving Agency's approval, Artist shall manage the installation of the Mural. The Artist agrees that installation of the Mural will begin no later than thirty (30) days after receipt of approval of the Proposal from the Owner and Agency, and will be completed and installed at the Property on or before the date set forth in the approved Proposal, the final design approval, and the provisions of this Agreement.

a) The Artist represents, warrants, and covenants that:

- i. the Mural will be the original creation of the Artist;
- ii. the Mural will be unique and an edition of one;
- iii. no identical or substantially similar Mural of whatever size or any additional or duplicate reproductions of the Mural will be created by the Artist and the Artist may not grant permission to others to do so;
- iv. the Mural will not infringe upon any copyright, trademark or other property or personal right;
- v. the Mural will be free and clear of liens or encumbrances from any third parties;
- vi. the Artist may not be subject to any adverse claim to the Mural;
- vii. the Mural must be performed within the parameters of the approved Proposal, the final design approval, and the provisions of this Artist Agreement;
- viii. the Mural must follow Midvale City Public Art Guidelines, attached as **Exhibit B** to this Agreement; and
- ix. the Artist will participate the day of the Midvale Main Mural Festival by either engaging with the public about the mural or performing live painting of the Mural.

b) Notwithstanding clause (iii) of this Section 1 (a), the Agency shall not prohibit the Artist from using depictions of the Mural in personal promotional materials such as portfolios and resumes.

c) The Artist represents, warrants, and covenants that the Mural, as fabricated and installed, will be free of defects in material and workmanship including, but not limited to, any defects which cause or accelerate deterioration of the Mural. The Parties acknowledge and agree that the Mural is intended to be in place for a minimum of three years, however, the Parties acknowledge that Owner intends to demolish or redevelop the Property within that period of time. The Artist understands that the Agency cannot

guarantee that the Mural will remain in place for the minimum three-year period. Vandalism, weather, deterioration, destruction, or redevelopment of the Property, actions of the Owner, and events outside of the control of the Agency may result in the Mural being removed partially or in whole before the end of the minimum three-year period. In the event Owner's negligence causes the removal of the Mural or if Owner affirmatively removes the Mural without the Agency's consent, the Owner shall pay the Agency the purchase price of the Mural.

- d) If the Mural is determined, in the Agency's sole discretion, to be defective in workmanship or materials, in such a way that removal or repair before three years is necessary, the removal or repair shall be at the expense of the Artist. In the event the Mural must be removed or repaired before three years for reasons such as vandalism, disaster, and any other condition not caused by a defect in material or workmanship, as determined by the Agency in the Agency's sole discretion, the removal or repair shall be at the expense of the Agency.
- e) If the Mural is damaged, the Agency shall determine in its sole discretion whether the Mural can be restored or repaired. If the Agency determines that the Agency cannot restore or repair the Mural, the Agency shall notify the Artist that the Artist has 30 days to submit a proposal to the Owner and Agency to restore or repair the Mural. The Artist shall advise in writing the Owner and the Agency within 30 days of receipt of notice from the Owner and Agency whether the Artist will restore or repair the Mural. The Artist shall provide the Agency with a date by when the Artist will restore or repair the Mural. If the Artist does not respond to the Owner and the Agency within 30 days of the Agency's notice or the Owner and the Agency determine in their discretion that the Artist is unable to restore or repair the Mural within an agreed timeframe, the Owner and the Agency may contract with another individual or entity to repair, replace, or remove the Mural.
- f) In the event the Owner has a reasonable need to alter the Mural in the course of maintaining Owner's building, Owner shall not be responsible for reimbursing the Agency for any costs associated with the Mural.

2. Reimbursement.

- a) Artists whose citizenship is other than that of the United States will receive reimbursement payments of up to \$4,000 for Mural-related expenses and travel. This may include travel to the Festival, insurance, paint and materials for installation. An additional reimbursable per diem in the amount of \$150 per day for lodging and transportation within Midvale City will also be provided for up to seven days and six nights during the installation period described in Section 1 of this Agreement.

To process qualified reimbursable payments, the Artist must invoice the Agency after the completion of the Mural and must submit the original receipts for each reimbursable item. The Agency will pay the Artist within 30 days after it receives and approves an invoice. 100% of all reimbursable expenses will be paid upon the execution of this Agreement and after delivery of invoice and receipts to the Agency. The invoice must

include the purchase price of the Mural, any approved per diem amounts, and the anti-graffiti coating application fee (if selected by the Agency). The Agency will not reimburse any US taxes paid. Therefore, when possible, the Agency will purchase qualified Mural-related items tax free. These items could include Mural materials and equipment, lodging, and food.

If the Artist fails to perform under this Agreement, the Artist shall be responsible for reimbursing the Agency for any monies paid to the Artist under this Artist Agreement. This includes, but is not limited to, failing to completely install the Mural by the completion date; installing a mural that deviates materially from the Proposal; failing to participate in the Midvale Main Mural Festival; or failing to coordinate and cooperate with the Agency and Owner. This paragraph is exempt from Section 14 of the Agreement, and the Agency may pursue any available remedy to enforce this paragraph. The Artist must reimburse the Agency for any legal or attorneys' fees incurred by the Agency to enforce this paragraph.

b) Anti-Graffiti

Murals selected by the Agency to require anti-graffiti coating shall be provided by the Agency and applied by Artist upon completion of a Mural. The Agency will pay \$150 to Artist for the application of the anti-graffiti coating if such cost is included in a completed invoice submitted to the Agency.

c) Lifts and Ladders

The Agency shall provide lift and ladder equipment to Artists for use in installing their Murals. Artist shall notify the Agency at least three weeks in advance of his or her specific need for a lift and/or ladder.

The Agency shall be responsible for the cost of renting and delivering the lift or ladder, as well as for any associated setup and removal fees. Artist shall be responsible for using the equipment safely and in accordance with all applicable laws and regulations.

3. Termination. Except as provided in this Agreement, the Agency or Owner has the right to terminate this Artist Agreement at any time if it determines that the Mural does not or will not fulfill or comply with the Agency's requirements or specifications as provided for in the SOQ and Artist's approved Proposal. Upon such termination, the Artist retains all rights to the concept, design, and the Mural itself, including the right to complete, exhibit and sell an image of the Mural. If the Artist is unable to complete the Mural and removal is necessary, the removal will be at the expense of the Artist. The Artist shall reimburse the Agency the amount under Section 2 of this Artist Agreement in the event Artist fails to complete the Mural pursuant to the terms of the approved Proposal and the terms of this Artist Agreement. The Agency, in its sole discretion, may agree to accept portions of the incomplete Mural and may provide Artist with a proportional reimbursement which reflects the value of the completed work. If a Property is sold, leased, or transferred, this Agreement shall become void upon the closing of the sale, lease, or transfer of the Property; provided, however, the Artist shall be paid for any work performed before the sale, lease or transfer.

4. **Ownership.** In consideration of participating in the Program, the Agency will own the Mural upon Artist's completion and installation of the Mural. The Agency will be entitled to exercise all rights previously held by the Artist in and to the Mural including, but not limited to, any and all rights arising under all applicable intellectual property laws. The Artist agrees that, as of the date the Mural is completed and installed, the Artist automatically transfers and assigns to the Agency all of his or her rights under all applicable intellectual property laws. The Artist also waives and relinquishes all other rights the Artist may have in and to the Mural including, but not limited to, the Artist's rights under the Visual Artists Rights Act of 1990 (as defined and expressly waived below):

THE ARTIST ACKNOWLEDGES HIS OR HER RIGHTS OF ATTRIBUTION AND INTEGRITY GENERALLY CONFERRED BY SECTION 106A(A) OF TITLE 17 OF THE UNITED STATES CODE (THE VISUAL ARTISTS RIGHTS ACT OF 1990), AND ANY OTHER RIGHTS OF THE SAME NATURE GRANTED BY OTHER FEDERAL, STATE OR FOREIGN LAWS. THE ARTIST KNOWINGLY WAIVES HIS OR HER RIGHTS THEREUNDER WITH RESPECT TO THE MURAL.

5. **Notice.** The Artist agrees to keep the Agency notified in writing of changes in the Artist's address. Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Agency:
The Redevelopment Agency of Midvale City
Attn: RDA Program Manager
7505 S. Holden Street
Midvale, UT 84047

Artist:

6. **Indemnification.** The Artist agrees to protect, defend, release, indemnify and hold harmless the Owner and the Agency and its officials, officers, employees, and agents from and against any and all losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (a) any claim by a third party that the Mural or anything made, used, sold, or otherwise disposed of, in or as a result of this Artist Agreement, allegedly infringes any trademark, copyright, patent, trade secret or other intellectual property right of a third party; (b) loss of or damage to the property of any Party or third person arising from the negligence or willful misconduct of the Artist, his or her representatives, agents or employees in the performance of this Artist Agreement; or (c) death or personal injury to the agents of any Party or to any third person, arising from the negligence or willful misconduct of the Artist, his or her representatives, agents or employees in the performance of this Artist Agreement.

7. **Insurance.** The Artist, at his or her own cost and expense, must secure and maintain Comprehensive General Liability Insurance with the Agency as a named insured in the minimum amount of \$1,000,000.00 in the aggregate and \$500,000.00 per occurrence. The policy must provide that coverage will not be canceled or reduced without at least 30 days' prior written notice to the Agency. Certificates evidencing such insurance coverage must be filed with the

Agency prior to or upon execution of this Artist Agreement. The cost of this insurance coverage is an eligible expense to be included in the Artist's invoice to the Agency.

8. Relationship of Parties. For purposes of this Artist Agreement, it is understood that the Artist is an independent contractor. No other legal relationship has been formed by this Artist Agreement, and in no manner is the Artist an employee or agent of the Agency. The Artist is not entitled to any of the benefits associated with such employment. The Artist is responsible for all applicable federal, state, and local taxes and all FICA contributions as provided herein. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party. Nothing contained in this Artist Agreement inures to the benefit of third parties. All negotiations relative to this Agreement and the transactions contemplated by and under this Artist Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against any Party to this Artist Agreement for a finder's fee, brokerage commission, or other like payment.

9. Force Majeure. Neither Party to this Artist Agreement will be held responsible for delay or default caused by reason of a fire, riot, strike, labor trouble, acts of God or any other cause beyond the reasonable control of such Party (financial inability excepted). The Parties may terminate this Artist Agreement by mutual written agreement after determining such delay will prevent successful performance of this Artist Agreement.

10. Severability. In the event that any provision of this Artist Agreement shall be held invalid and unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have an effect on, the remaining provisions of this Artist Agreement.

11. Governing Law and Venue. This Artist Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Artist Agreement must be brought in a court of competent jurisdiction in Salt Lake County, Utah.

12. Entire Agreement. This Agreement contains all the representations and the entire agreement between the Parties with respect to the Program. Except as otherwise specified in this Artist Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Artist Agreement. This Artist Agreement may be modified only by a written instrument signed by the Parties.

13. Non-Appropriation of Funds or Changes in Law. Upon 30 days' written notice delivered to the Artist, this Artist Agreement may be terminated in whole or in part at the sole discretion of the Agency, if the Agency reasonably determines:

- a) A change in federal, state, or local law materially affects the ability of either Party to perform under this Agreement; or
- b) A change in available funds affects the Agency's ability to pay under this Agreement.

If this Artist Agreement is terminated under this Section, the Agency shall reimburse Artist for any work approved and properly performed in relation to the Mural until the effective date of said

notice. The Agency is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. Dispute Resolution. Any dispute arising under or relating to this Artist Agreement will be resolved in the following order:

- a) Good faith negotiations between the Parties;
- b) Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
- c) Litigation.

If a Party incurs any legal or attorneys' fees or costs in the course of resolving the dispute arising under or relating to this Artist Agreement, the prevailing Party may recover such fees and costs.

15. Laws and Regulations. At all times during this Artist Agreement, the Artist and Agency shall comply with all applicable federal, state, and local laws, rules, codes, orders, constitutions and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision, including but not limited to hiring, selection of training, promotion, transfer, recruitment, or rates of pay, because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

16. Status Verification. Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to -402, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Artist will provide the Agency a certification of its compliance with this requirement prior to performing work under this Agreement.

17. Government Records Access and Management Act. The Agency and Midvale City are governmental entities and are subject to Utah's Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to -901. Any documents produced or collected under this Agreement may be subject to public access. If the Artist believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Artist must clearly mark such documents as "Proprietary" or "Confidential" and provide a written claim of business confidentiality to the Agency that complies with Utah Code Ann. § 63G-2-309(1). The Artist agrees to cooperate with and to supply any requested records to the Agency with any public records request. This obligation will survive any suspension or termination of this Artist Agreement.

18. Time. For the completion of the Mural, time is of the essence. The Artist is liable for all reasonable damages to the Agency as a result of the Artist's failure to timely perform the Mural and obligations required under this Agreement.

19. Conflicts of Interest.

- a) **Officer or Employee.** The Artist represents that none of his or her officers or employees are elected officials, officers, employees, volunteers, or agents of the Agency or Midvale

City, its affiliates, unless the Artist has made such disclosure to the Agency prior to execution of this Agreement. The Artist represents and warrants that none of his or her officers, employees, or immediate family members of his or her officers or employees is or has been an elected official, officer, employee, volunteer, or agent of the Agency, Midvale City, or its affiliates who could influence the Agency's procurement process.

- b) **Gifts.** The Artist represents and warrants that he or she has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of the Agency, Midvale City, or its affiliates who could influence the Agency's procurement process.

20. Assignment and Delegation. A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent.

21. Subcontractors. Performance of the work associated with the Mural under this Artist Agreement may not be subcontracted to another individual or entity without the Agency's prior written consent. The Agency may withhold its consent in its sole discretion. If a subcontractor is permitted to perform the work associated with the Mural under this Artist Agreement, the Artist is responsible for the subcontractor's performance. The subcontractor is subject to all of the terms of this Artist Agreement that apply to the Artist except for invoices and payments. The Agency will accept invoices only from the Artist and will make payments only to the Artist.

22. Not Exclusive. The Artist understands that this Artist Agreement is not exclusive. The Agency may contract with other individuals or entities to provide the same or similar services. This Artist Agreement does not guarantee any amount of work.

23. Publicity. The Artist must submit all advertising and publicity matters relating to this Artist Agreement to the Agency for Agency's written approval in its sole discretion.

24. Document Retention. The Artist must retain all working papers, reports, and all necessary records to properly account for Artist's performance and the payments made by Agency to Artist under this Artist Agreement. These records shall be retained by Artist for at least five years. The Agency may extend the retention period by written notice. Artist agrees to make all documents related to this Artist Agreement available to the Agency or third parties upon the Agency's request.

25. Amendments. This Artist Agreement may only be modified by the mutual written agreement of the Parties. Any such amendment will be attached to and incorporated into this Agreement.

26. Waiver. Failure by either Party to insist upon the strict performance of any condition of this Artist Agreement or to exercise any right or remedy found under this Artist Agreement does not constitute a waiver. Either Party may waive any of its rights or any obligations of the other Party by written notice to the other Party. No waiver may affect or alter the remainder of this Artist Agreement. Every other condition in the Artist Agreement will remain in full force with respect to any existing or subsequently occurring default.

27. **Survival.** Termination of this Artist Agreement does not extinguish or prejudice the Agency's right to enforce this Artist Agreement with respect to any default or defect in the Mural that has not been cured or for any term that explicitly survives the termination of this Artist Agreement.

28. **Third Party Beneficiary.** The Parties acknowledge and agree that Midvale City is an intended third-party beneficiary of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the parties have signed this Agreement for Artist's
Commissioned Work for Inclusion in the Midvale City Mural Festival Program to be effective as
of the day and year first above written.

ARTIST:

Signature

Artist Print Name

REDEVELOPMENT AGENCY OF MIDVALE CITY:

By: _____
Marcus Stevenson
Chief Administrative Officer

By: _____
Matt Dahl
Executive Director

OWNER(S):

Signature

Property Address

Exhibit A
Property

Exhibit B
Midvale City Public Art Guidelines

MIDVALE CITY PUBLIC ART GUIDELINES

A Mural is comprised of any part of a Mural painted or applied directly on a wall or other permanent surface. Murals are intended to deter graffiti, vandalism, and enhance the community. Midvale City support this endeavor and have created the following criteria to ensure consistency and appropriate results:

- Murals are encouraged to be located on wall surfaces having a history of graffiti, vandalism or propensity for graffiti and/or vandalism.
- The Mural work shall be of exceptional quality and provide enduring value to the Agency and Midvale City. The work shall be relevant to the site or Midvale City, its values, culture and/or people. It shall enhance the aesthetic experience within Midvale City.
- The Mural's imagery shall not reflect partisan politics, or contain sexual or religious content, or express a commercial aspect through use of logos, slogans or other advertising messages.
- The Mural shall be designed for all viewpoints, i.e. pedestrians, moving vehicles, seated audiences, etc.
- Wall surfaces used shall be suitable to receive the proposed Mural materials and enable technical detailing. Exposure to weathering elements shall be considered to minimize fading and damage to the Mural. Appropriate measures shall be taken to prepare wall surfaces before Mural work commences.

EXHIBIT C

MIDVALE MAIN STREET MURAL PROGRAM GUIDELINES

MIDVALE CITY PUBLIC ART GUIDELINES

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- The Mural's imagery shall not reflect partisan politics, or contain sexual or religious content, or express a commercial aspect through use of logos, slogans or other advertising messages.
- The Mural shall be designed for all viewpoints, i.e. pedestrians, moving vehicles, seated audiences, etc.
- Wall surfaces used shall be suitable to receive the proposed Mural materials and enable technical detailing. Exposure to weathering elements shall be considered to minimize fading and damage to the Mural. Appropriate measures shall be taken to prepare wall surfaces before Mural work commences.



MIDVALE CITY COUNCIL SUMMARY REPORT

April 16th, 2024

SUBJECT: Discussion Regarding a Resolution Approving an Agreement Between Midvale City and Noland and Son Construction (Noland), to install 8" waterlines on both High-Tech Drive and Center Street to replace existing 6" waterlines that have passed their useful life.

SUBMITTED BY:

Glen Kennedy, Public Works Director

SUMMARY:

This project consists of the construction of two different drinking water pipeline replacement projects. The High-Tech Drive waterline project will install roughly 2,173 feet of 8-inch diameter PVC pipeline. The Center Street project will install 745 feet of 8-inch diameter PVC pipeline between 75 W and State Street. The projects also include replacing existing water services, fire hydrants, and valves.

Per the City's purchasing policy, a request for bid was released with six respondents bidding on the project. Proposals were weight rated on qualifications/experience, approach, and cost by a selection committee made up of three public works representatives, two representatives from the engineering department, and one outside consultant.

Noland scored the highest in experience and approach, and was the low bid. The selection committee seeks to award Noland the project.

FISCAL IMPACT: \$1,131,161.00 to be Funded from the water utility capital improvements fund.

Name of Bidder	Amount of Bid
Beck Construction	\$1,813,200.00
Cliff Johnson Excavating	\$1,634,990.00
Lyndon Jones Construction	\$1,671,792.00
MC Contractors	\$2,437,603.00
Noland & Son	\$1,131,161.00
VanCon	\$2,307,500.00

ATTACHMENTS:

Agreement Signed by Noland and Sons

Draft Resolution No. 2024-R-XX

MIDVALE CITY, UTAH

RESOLUTION NO. 2024-R-

A RESOLUTION APPROVING AN AGREEMENT BETWEEN MIDVALE CITY AND NOLAND AND SON CONSTRUCTION FOR THE INSTALLATION AND CONSTRUCTION OF TWO WATERLINES REPLACING EXISTING WATERLINES ON HIGH-TECH DRIVE AND ON CENTER STREET

WHEREAS, Midvale City (City) has the responsibility and obligation to provide sufficient and safe water delivery to its customers; and

WHEREAS, the City must continually replace aging infrastructure within the City; and

WHEREAS, the City adopted a rate study and financial plan in 2020 that funds replacement projects; and

WHEREAS, the waterlines to be replaced on High-Tech Drive and the identified section of Center Street have been identified by water utility staff as needing to be replaced; and

WHEREAS, the City issued a Request for Bid for the construction of these projects; and

WHEREAS, Noland and Son Construction has been determined to be qualified to complete these projects and was the lowest bidder;

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 Noland and Son Construction for the installation and construction of the High-Tech and Center Street pipeline projects.

Passed and Approved this 4th day of June 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	_____	_____

DOCUMENT 00 50 00

AGREEMENT FORM

THIS AGREEMENT dated as of the 14th day of May, 2024, is by and between Midvale City (hereinafter called OWNER), and Noland & Son Const. Co. Inc. (hereinafter called CONTRACTOR). OWNER, and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of the construction of two different drinking water pipeline replacement projects in Midvale, Utah. The High Tech Drive waterline project consist of roughly 2,173 feet of 8-inch diameter PVC pipeline. The Center Street project consists of about 745 feet of 8-inch diameter PVC pipeline to be installed between just outside of UTA Trax property and State Street. The projects also include replacing existing water services, furnishing and installing fittings, fire hydrants, and miscellaneous appurtenances.

2. ENGINEER

The Project has been designed by:

Hansen, Allen & Luce, Inc.
859 West South Jordan Parkway, Suite 200
South Jordan, UT 84095

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME

- 3.1. The Project shall be substantially completed within 100 calendar days from the date of Notice to Proceed. The remaining Work shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before 115 calendar days from the date of Notice to Proceed.

3.2. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or within any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

4. CONTRACT PRICE

- 4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form included herewith.

5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. PROGRESS PAYMENTS: All progress payments will be on the basis of the progress of the Work estimated by the ENGINEER.
- 5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

6. INTEREST

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 1.5% per month, compounded monthly.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.

No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.04 of the General Conditions.

- 7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1. This Agreement (pages 1 to 4, inclusive).
- 8.2. Performance and Payment Bonds
- 8.3. General Conditions (pages 1 to 79, inclusive).
- 8.4. Supplementary Conditions (pages 1 to 8, inclusive).

- 8.5. Specifications bearing the title TECHNICAL SPECIFICATIONS as listed in table of contents hereof.
- 8.6. Drawings bearing the title MIDVALE CITY 2024 PIPELINE PROJECTS: HIGH TECH DRIVE & CENTER STREET as listed in the Index of Drawings on Sheet G-2 of said drawings.
- 8.7. Addenda numbers 0 to 0 inclusive.
- 8.9. Exhibits to this Agreement, identified as follows:
Exhibit A – Notice of Award – Document 00 51 00
Exhibit B – Notice to Proceed – Document 00 52 00
Exhibit C – Bid Form – Document 00 30 00 (Including Documentation Accompanying Bid)
Exhibit D – Insurance Certificates
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.
- 8.12. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions.
9. MISCELLANEOUS
- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
10. OTHER PROVISIONS
None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____ 2024.

Midvale City, OWNER

Noland & Son Const. Co. Inc., CONTRACTOR

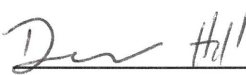
By: _____

By:  _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest:  _____

Address for Giving Notices:

7505 Holden Street

Midvale, Utah 84047

Address for Giving Notices:

1350 W 7900 S

West Jordan, UT 84088

(OWNER shall attach authority to sign and resolution or other documents authorizing execution of Agreement.)

License No.: 231300-5501

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION