



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

MIDVALE CITY COUNCIL REGULAR MEETING

AGENDA

October 15, 2024

AMENDED

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on the **October 15, 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 Midvale.Utah.gov/PublicComment by 5:00 p.m. on October 14, 2024.**

The meeting will be broadcast on **You Tube (Midvale.Utah.gov/YouTube)**

6:00 p.m. – WORKSHOP

- UFA Budget Presentation (15-20 minutes)

6:30 p.m. - REGULAR MEETING

I. GENERAL BUSINESS

- WELCOME AND PLEDGE OF ALLEGIANCE
- ROLL CALL
- ***C. Recognition of Ayat Alsabsabi
- Unified Police Department Report [*Chief April Morse*]

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 their 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 issues not scheduled for public hearing. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

III. MAYOR REPORT

- Mayor Marcus Stevenson

IV. COUNCIL REPORTS

- Council Member Bonnie Billings
- Council Member Paul Glover
- Council Member Heidi Robinson
- Council Member Bryant Brown
- Council Member Dustin Gettel

V. CITY MANAGER REPORT

A. Matt Dahl

VI. CONSENT

A. Consider Minutes of October 1, 2024 — **[Rori Andreason, H.R. Director/City Recorder]**

B. Consider **Resolution No. 2024-R-45** adopting the 2024 Midvale City Water Conservation Plan — **[Glen Kennedy, Public Works Director]**

VII. ACTION ITEMS

A. Consider **Resolution No. 2024-R-46** Approving CDBG Subrecipient Agreement between Salt Lake County and Midvale City — **[Meggie Troili, RDA Project Manager]**

B. Consider **Resolution No. 2024-R-47** Confirming the Appointment of Mike Williams as the 2025 Chair of the Harvest Days Festival Committee — **[Erinn Summers, Project/Policy Manager]**

C. Consider **Resolution No. 2024-R-48** Amending the Harvest Days Festival Committee Bylaws — **[Erinn Summers, Project/Policy Manager]**

D. Consider **Resolution No. 2024-R-49** Appointing City Council Member Dustin Gettel as the Representative on the Utah League of Cities and Towns Legislative Policy Committee — **[Matt Dahl, City Manager]**

VIII. 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.

IX. 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

The agenda was posted in the City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at 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: October 14, 2024

Time: 5:15 p.m.

Rori L. Andreason, MMC
H.R. Director/City Recorder



CITY COUNCIL MEETING
Minutes
Tuesday October 1, 2024

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

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

STAFF: Nate Rockwood, Assistant City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Jerimie Thorne, Deputy Public Works Director; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Wendelin Knobloch, Planning Director; Elizabeth Arnold, Senior Planner; Bryton Mecham, Utility Water Quality & Regulatory Administrator; Chief April Morse, UPD; Chief Brad Larson, UFA; and Josh Short, Junior Network Administrator.

6:00 p.m. – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 6:00 p.m.

I. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

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

C. Unified Fire Authority Report – [Chief Brad Larson]

Chief Brad Larson discussed the fire that took place last Thursday, September 26th in Midvale. The crew was dispatched to a shed fire which ended up engulfing three sheds. The young girl that called 911 saved the house next to the shed. Utah Task Force One was activated to assist with the weather disasters. Out of 45 members, 22 are from unified fire. UFA will be starting the Fall Camp for new hires with a Winter Camp starting in January.

Council Member Bryant Brown and Mayor Marcus Stevenson expressed their appreciation for the crews that worked so diligently on the fire.

Proceedings of City Council Meeting
October 1, 2024

D. Informational Presentation on the Salt Lake County Public Safety Bond –
[Dea Theodore, Salt Lake County Councilmember & Kelly Colopy, Salt Lake County Human Services Director]

Council Members Dea Theodore and Susanne Harris were present to discuss the Salt Lake County Public Safety Bond on the ballot in November. They both spoke in favor of the bond.

Katherine Fife, Associate Deputy Mayor, discussed the following power point:



Public Safety Bond

A product of extensive countywide collaboration, bipartisan input, and a critical element of the County's Systemic Reform Plan.

- **Balances** public safety and human services needs.
- **Realigns** and sets the Salt Lake County Jail and Human Services systems for success.
- **Creates** structured and secure environments to reduce repeat offenses and put people on a path towards self-reliance.
- **Funds** a critical missing element of the broader system.
- **Replaces** outdated infrastructure and treatment programs.



Quick Overview: Human Services, Homelessness, and Criminal Justice Action Plan

Bi-partisan partnerships between Governor Cox, key legislators, the business community, municipal leaders, and others in Salt Lake County are at an **all time high**.

We are collectively moving forward with **PURPOSE + PARTNERSHIP + URGENCY**

To achieve a shared vision:

That homelessness is brief, rare, and non-recurring.

Systems were mapped, service gaps and barriers identified, other successes evaluated, and costs analyzed.



System Gaps & Barriers



Supportive Housing Needs

An estimated 1,000 people are living unsheltered in Salt Lake County at any given time, requiring varying levels of intervention and a stable living environment to put them on the path towards self-reliance.

300 Intensive
300 Moderate
400 Light



Criminal Justice and Law Enforcement Challenges

America's drug crisis has led to increased substance use and criminal activity on our streets.

Jail is the largest mental health and substance use treatment facility in the County—at great expense to taxpayers. 50+ inmates are unhoused and have a severe mental illness. Jail stays are 3.5x longer for people experiencing homelessness.

\$136 daily cost per inmate
25% inmates unhoused
1,200 unstably housed individuals on probation and pre-trial



Systemic Gaps

Workforce

Insufficient behavioral healthcare workforce.

Health and Wellness Care

Insufficient coordinated healthcare system for unsheltered population.

Mental Health Services

Insufficient mental health capacity for unsheltered in the community and in the jail.

Integrated Data System

To better serve clients and evaluate system outcomes.



Salt Lake County Action Plan Solutions:



Expand Housing Unit Availability



Build Justice & Accountability Center



Enforcement and Criminal Justice Reform



Address Systemic Gaps



Expand and Improve County Jail Mental Health Access



Support Drug Enforcement (DEA) Task Force



Public Safety Bond Addresses Vital Parts of the Action Plan



Address Systemic Gaps



Expand Housing Units



Build Justice and Accountability Center



Enforcement and Criminal Justice Reform



Improve and Expand Jail and Mental Health Unit



Support Drug Enforcement (DEA) Task Force



Public Safety Bond is a catalyst for
essential parts of the systemic plan:

Justice and Accountability Center, including structured space for:

- mental health and substance use disorder (SUD) services
- job training and employment resources
- connection to housing opportunities

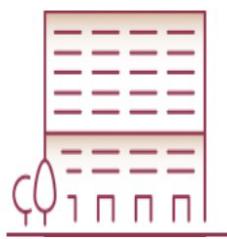
Combine two County jails (Adult Detention Center and Oxbow) and:

- update and increase mental health unit/services
- Increase capacity



Justice & Accountability Center

Supervised and secure alternative for low-level offenders with resources to reduce repeat offenses and support people's path to self-reliance.



Wrap-Around Stabilization Units

- Dedicated case workers
- Job training and employment services
- Mental health and substance use disorder treatment
- Connection to housing options

Approximately \$75/day (per occupant)

\$60/day less than jail

\$22,500/yr less than jail

\$6.8 million less per year than jail at full capacity

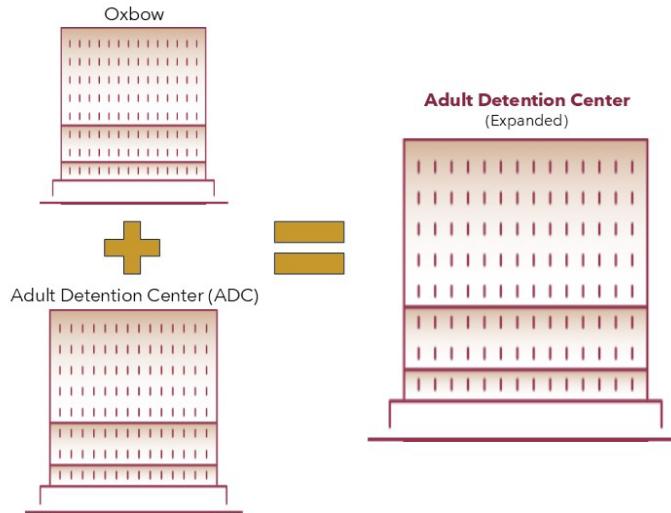
Behavioral Health Stabilization Units

Intensive mental health/substance use treatment unit to prepare people to transition to the wrap-around space.



County Jail System Revamp

Combine the two jails—increase capacity, expand mental health unit, and build step-down unit



General Population

(includes SUD Treatment Unit)

Increased general population; built for future growth as well as improved substance use disorder treatment (SUD) unit.

Mental Health Unit

Expanded and modernized behavioral health unit to better serve population.

Community Reentry Stepdown Unit

Transitional unit to help prepare inmates to rejoin society on a path towards self-reliance.

Total Newly Constructed Beds = 812

Rebuild Oxbow capacity (552 beds)
Renovate and enhance mental health pod (160 beds)
Build Re-entry Step-down Unit (100 beds)



Public Safety Bond

Quick Facts

Justice and Accountability Center

Cost-reducing diversionary and stabilization space for low-level offenders and those exiting the jail in need of a structured environment with resources to put them on a path towards self-reliance.

- Connected to the criminal justice system
- 25% exiting jail lack stable environment
- 1,200 individuals on probation or pretrial lack stable environment
- Supervised and secure treatment facility
- Drug-free environment
- Resources to reduce repeat offenses
- Approximately \$75/day (per occupant)
 - \$60/day less than jail
 - \$22,500/year less than jail
 - \$6.8 million less per year than jail at full capacity

County Jail System Revamp

Combine two county jails to improve efficiencies and reduce operational costs. Build additional capacity, including expanded mental health space and a transition to prepare those exiting jail to reenter the community.

- Oxbow near end of lifespan (half-century old)
- \$90+ million would only extend life a maximum of 10-15 years
- No additional capacity constructed since 2001, yet population has grown by more than 300,000
- Population growth requires additional space
- Jail system stricken with logistical and operational challenges
- Construction of Community Re-entry Step-down Unit
- Transition back to community on a path towards self-reliance
- Additional law enforcement and public safety capital investments
- Maintenance and improvements
 - Adult Detention Center
 - Sheriff's Office Bureau





Total Capital Cost

General Obligation Bond

FACILITY	COST
Maintenance and Improvements (Adult Detention Center and Sheriff's Office Bureau)	90,000,000
Jail Expansion and Improvements	427,000,000
Justice and Accountability Center	100,000,000
Sale of Oxbow Property	(20,000,000)
Oxbow Demolition	10,000,000
County Set Aside	(100,000,000)
TOTAL BOND	\$507,000,000

IMPACT	MONTHLY	ANNUAL
Residence	\$4.91	\$58.94
Business	\$8.93	\$107.16

Based on average property value of \$602,000



BOND LANGUAGE

Shall Salt Lake County, Utah, be authorized to issue general obligation bonds in an amount not to exceed \$507,000,000 and to mature in no more than twenty-one (21) years from the date or dates of issuance of such bonds for the purpose of financing:

- 1) Acquiring and constructing a Justice and Accountability Center primarily for people who have had multiple encounters with law enforcement and who need a supervised and structured environment with resources to reduce repeat offenses, including for mental health and substance abuse treatment, job related services, and connection to housing opportunities;
- 2) Combining the two county jails into one and increasing capacity, including an expanded mental health unit and a transitional unit to prepare those exiting the jail to reenter the community;
- 3) Completing necessary capital maintenance on existing correctional facilities; and
- 4) Acquiring, constructing, expanding, equipping, renovating and remodeling related County public safety facilities and ancillary buildings under the charge of Salt Lake County, Utah; and, to the extent necessary, for providing moneys for the refunding, at or prior to the maturity thereof, of general obligation bonds of the County authorized hereunder or heretofore issued and now outstanding?





Questions?

More info: slco.to/bond

Additional info/follow up:

Brad Townley

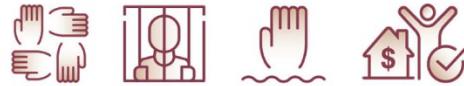
385.202.6067

btownley@saltlakecounty.gov



PEND!!

Public Safety Bond



Salt Lake County is moving a bond question to the public to finance significant countywide criminal justice system needs and improvements.

What Will the Public Safety Bond Cover?

Consolidating and Improving the County Jail:

- Consolidating the two county jails to improve efficiencies and reduce operational costs.
- Increasing mental health beds and providing expanded mental health treatment.
- Expanding for future population growth. Since 2001, not a single jail bed has been added. Yet, Salt Lake County's population has increased by nearly 300,000 people over the last 20+ years.
- Building a Community Re-entry Step Down Unit to help people leaving jail prepare to rejoin society. This will provide a dedicated space where inmates preparing to exit jail will be connected with case workers and providers who will identify risks, needs, and the resources needed for them to rejoin society on a path toward self-reliance.

Building a Justice and Accountability Center:

- Primarily for low-level offenders who are repeatedly involved in the criminal justice system because of underlying issues, such as unstable housing, and mental health and substance use disorders that have not been addressed.
- The Justice and Accountability Center will provide intervention in the form of a structured environment with resources to stop the cycle of criminal behavior, including dedicated case workers, job training and employment services, mental health and substance use disorder treatment, and connection to housing opportunities.
- Holds people responsible for their actions while simultaneously helping them reenter our community on a path toward self-reliance.

Why is the Public Safety Bond on the Ballot?

- The Public Safety Bond for the Justice and Accountability Center and Jail expansion is a key part of Salt Lake County's comprehensive **Human Services, Homelessness, and Criminal Justice Action Plan**. More info: slco.to/plan
- **America's drug crisis has led to increased substance use and criminal activity** on our streets. In addition to the County's expanded Drug Enforcement Agency (DEA) Task Force, law enforcement and community resources like the Justice and Accountability Center and Jail Re-entry Step Down Unit will help break the cycle of repeat offenses.



Proceedings of City Council Meeting
October 1, 2024

Facility Needs	Bond Costs
Maintenance and Improvements: Jail (Adult Detention Center)/Sheriff's Office Building	\$90,000,000
Jail Expansion and Improvements	\$427,000,000
Justice and Accountability Center	\$100,000,000
Oxbow Demolition	\$10,000,000
TOTAL:	\$627,000,000
Source	Cost Offsets
Oxbow Sale	-\$20,000,000
County Set Aside	-\$100,000,000
Bond Total:	\$507,000,000

Taxpayer Cost:

- Average household: **\$58.94/year, under \$5/month**
- Average business: **\$107.16/year, under \$9/month**

More info: slco.to/bond



Public Safety Bond | Page 2 of 2
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Salt Lake County Human Services, Homelessness, and Criminal Justice Reform Action Plan

We have arrived at a unique time

in which Governor Cox, key legislators, the business community, Salt Lake County, Salt Lake City and other cities in Salt Lake County are investing more directly in solutions to help homelessness, which is different than in previous years. Within this momentum, we're collectively moving forward with **PURPOSE + PARTNERSHIP + URGENCY**.

To achieve the shared vision

that homelessness is brief, rare, and non-recurring, it is essential that the systems connected with homelessness intersect and are functional. These complex systems include: **CRIMINAL JUSTICE, HOUSING AND TEMPORARY SHELTER, AND BEHAVIORAL HEALTH TREATMENT AND WORKFORCE**. A weakness in any one element of the system as a whole, leads to a loss of efficiency and effectiveness.

Salt Lake County has

MAPPED THE GAPS IN THE SYSTEM, IDENTIFIED BARRIERS, AND ANALYZED THE COST of necessary additional investment. These are in alignment with the state's homelessness strategic plan and the Coordinated Homeless Services Plan signed by Governor Cox, Mayor Mendenhall, and Mayor Wilson in the Fall of 2023.



Our Goals

Bolster System Access

Create an efficient system to access housing, behavioral health, employment, and other needed services to reduce the number of people living on our streets, and develop clear, successful pathways to housing and additional opportunities for people experiencing homelessness.

Increase Collaboration/Efficiency = Reduce Costs

Increase collaboration and systemic efficiency to realize cost savings and improved client outcomes.

Require Criminal Accountability

Hold people accountable for criminal acts and prevent people from further penetrating the criminal justice system.

Decriminalize Homelessness

Ensure accountability in our communities while not criminalizing acts related to homelessness.

*Data from Homeless Management Information System



Supportive Housing Need

Salt Lake County estimates that 1,000 people are living unsheltered within the county.

300 people require intensive mental health treatment and housing support such as residential or ACT team levels of care.

300 people require permanent supportive housing with case management and a focus on mental health support.

400 people need various levels of housing which could be permanent supportive housing or rental subsidies with less intensive behavioral health supports.



Criminal Justice and Law Enforcement Challenges

- Systems are not aligned nor coordinated.
- America's drug crisis has led to increased drugs on our streets.
- Law enforcement response for people who are homeless or in mental health crisis is not standardized.
- Inconsistent Crisis Intervention Trained (CIT) officers.

Due to a lack of affordable housing and sufficient mental health treatment and other social services, jail has become the defacto system to serve people experiencing homelessness who have mental illness and substance use disorders.

Length of stay in jail is 3.5x longer for those in emergency shelters vs those in more permanent housing.

Over 50 unhoused people in jail at anytime, have a severe mental illness.

1,200 people who are in pretrial and probation, are unstably housed.



Systemic Gaps

Workforce:

Insufficient behavioral health workforce for mental health treatment and supportive housing needs.

Health and Wellness Care:

Insufficient coordinated health and wellness care system to meet the needs of people experiencing homelessness.

Mental Health Services:

Insufficient mental health capacity to serve those with severe mental illness in the community and in the jail.

Integrated Data System:

Need for integrated data system to better serve clients and evaluate system outcomes.

*Data from Homeless Management Information System



Solution: Expand Housing Units in Salt Lake County

Bring an additional 1,000 units online over the next 5 years.

Current Housing	Additional Housing Needed
92 Units operating in the group home facilities	300 New Group Home Units
115 Permanent Supportive Housing Units focused on mental health	300 New Permanent Supportive Housing Units focused on mental health
765 Transitional and Permanent Housing Units	400 New Permanent Supportive Housing Units for people experiencing homelessness

Progress:

- Opened Valley Oaks Group Home with 29 beds in November, 2023
- Opened Canyon Rim Group Home for 40 women in Millcreek on April 15, 2024
- Potential renovation and expansion (12 beds to 40) of existing group home - Salt Lake City
- Two sites purchased by non-profit partner for development of permanent supportive housing for those with serious mental illness (approximately 90 units)
- Studying capital and construction costs for a mix of housing to meet the 400 general PSH.

*Data from Homeless Management Information System



Solution: Enforcement and Criminal Justice Reform

Engage in system policy change and reform, to bring about cost savings and efficiencies for better outcomes.

Provide:

Regional SLCO-wide Crisis Intervention Training for local law enforcement.

Progress: Criminal Justice Advisory Council (CJAC) Work Group has been established and is working on a plan to implement/fund. Applying for Federal funding to support for training and coordination.

Work:

With State to design and implement an effective HOME Court program.

Progress: SLCO Human Services is working with the state DHSS and court system on an implementation plan - \$2M funded for 5-year pilot.

Support:

Regional Law Enforcement education and training for use of the new Receiving Center alternative to jail for those in substance use disorder (SUD) and mental health crisis.

Progress: CJAC Work Group has been established and is working with state and LE partners on guiding criteria and educational campaign for Spring 2025 opening.

Reinforce:

SLC Justice Court Familiar Faces program.

Progress: This program is operational at the SLC Justice Courts. SLCO Criminal Justice Services is partnering with the court to support this initiative. The program continues to grow.



Solution: Drug Enforcement Agency (DEA) Task Force

By further investing we can continue to get drugs off the street and hold criminals accountable.

The federal government provides hard cost support for the local DEA operations but the salaries of the enforcement officers is a local responsibility.

DEA operations have not been as extensive as possible due to the decentralized law enforcement system in Salt Lake County.

Many local jurisdictions cannot afford officers.

Estimated Annual Amount =
\$1,600,000 for 10 additional officers

Progress:

- DEA Task Force Leadership presented to the SLCO Council on April 9, 2024
- DEA Task Force Leadership presented to the Criminal Justice Advisory Council on April 10, 2024
- DEA Task Force Expansion Working Group has been added to the Systemic Reform Committee structure to be led by Sheriff Rosie Rivera to review and determine the timing/cadence of adding 10 new DEA Task Force officers, the funding (County & Federal) and evaluate systemic impacts of the expansion to determine if other gaps are created and/or need to be addressed

*Data from Homeless Management Information System



Solution: Build An Accountability and Justice Center

- 1. Add 100 bed community correctional step down model as part of the jail expansion to provide behavioral health treatment, workforce training, and other supports in an environment of accountability as people prepare to leave jail.**
- 2. Build 250-300 housing units focused on housing stability, mental health services, training and other support services for those with criminal involvement and experiencing homelessness or housing instability.**

Progress:

- System Mapping and Personas Research Completed
- Held 2/4/24 Mapping and Personas Workshop for review and feedback with stakeholders
- Held 2 half day retreats with County Elected Officials, Staff and Legislators 3/11/24 & 3/14/24 to discuss and determine jail expansion and justice accountability center model
- Final decisions, programs and cost estimates in process
- On track to finalize and submit to County Council a ballot initiative in August for placement on the November 2024 ballot for voter approval



Solution: Address Systemic Gaps

Workforce:

Implement workforce training programs and a peer support specialist program to help meet service needs and provide employment opportunities.

Progress: Convening local peer support coalition to support their needs and receive feedback for program expansion. Program expansion ready for implementation once funding source is determined. Federal appropriation submitted through Congressman Curtis's office for pilot program. Additional applications for federal funding are being drafted. Also, SLCO supported legislation passed this session to assist with workforce needs.

Health and Wellness Care:

Expand medical and street services for those who are unsheltered.

Progress: Program is developed and ready for expansion through 4th Street Clinic and VOA once funding source is determined.

Mental Health Services:

Expand mental health supports in the jail and in expanded SMI housing.

Progress: Need currently being evaluated and finalized within the Jail Expansion/JAC design model.

Integrated Data System:

Develop data sharing agreements and design and implement an integrated data system to support better client outcomes.

Progress: Work group has been established and data integration mapping both internal and external to SLCO is underway.

*Data from Homeless Management Information System.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. MAYOR REPORT

Mayor Marcus Stevenson congratulated Chief Morse on her new appointment to Midvale Precinct Chief. He expressed appreciation to the UFA Crews for their hard work on the fire in Council Member Bryant Brown's neighborhood.

IV. COUNCIL REPORTS

A. Council Member Bonnie Billings – said Valley Mental Health is contemplating developing some property. They would like to hold an open house to encourage the community to participate in their decision. The open house will be October 30th from 6:30 – 7:30 at the Valley Mental Health building located at 6856 S 700 E.

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

C. Council Member Heidi Robinson – also welcomed Chief Morse and congratulated her. She also thanked the fire fighters who were present. She mentioned the October is Breast Cancer Awareness month and encouraged all women to get their exams.

D. Council Member Bryant Brown – thanked the fire department for all their hard work. He said he would like to recognize the young girl who called 911 on the fire for her bravery and quick thinking. He expressed concern for providing any support to Valley Mental Health from the City since that is not done for others.

E. Council Member Dustin Gettel – also welcomed Chief Morse and congratulated her. He wished a Happy Birthday to Former President, Jimmy Carter who is 100 yrs old. He is not only an exemplary public servant, but he has also remained active and built homes into his 90's. Council Member Gettel also thanked UFA for their exemplary work on the Midvale fire.

V. CITY MANAGER REPORT

A. Nate Rockwood, Assistant City Manager, updated the Council on projects including the City Hall plaza, lighting on Main Street, housing project on Main, Vincent park, and the bank building at the end of Main. He said there is another mural going up on Main Street

Mayor Stevenson said the public hearings were scheduled for 7:00 p.m. and since it is too early to hold the hearings, he suggested moving into the discussion items first.

MOTION: **Council Member Dustin Gettel MOVED to move immediately into Discussion Items A and B. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

VI. DISCUSSION ITEMS

A. DISCUSSION ON THE MIDVALE CITY LEAD AND COPPER SERVICE LINE INVENTORY, ALONG WITH UPCOMING ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS FOR REPLACEMENT

Bryton Mecham said the Environmental Protection Agency (EPA) mandates that all drinking water systems submit a service line inventory by October 16, 2024. This inventory must include all service lines connected to the public water system, regardless of ownership, and categorize each line as lead, galvanized (requiring replacement), unknown, or non-lead. During this meeting, we will review the findings from Midvale City's inventory and outline our future plans now that the inventory is complete.

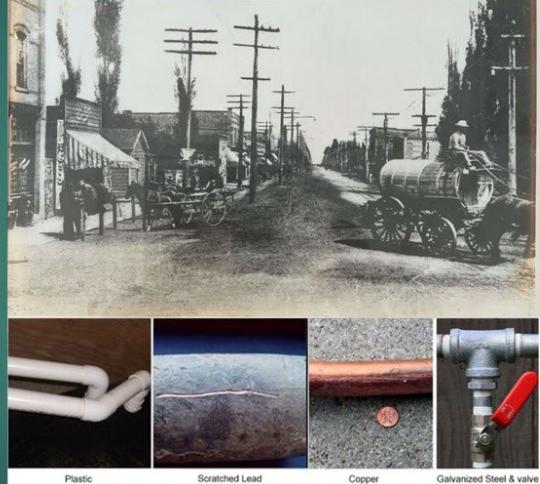


Midvale
City

EPA LCRR
Inventory

What is LCRR?

- ▶ EPA Lead and Copper Rule Revision (LCRR) was announced by the EPA January 15, 2021.
- ▶ The LCRR strengthens the current water lead and copper rule enforced by the EPA.
- ▶ The EPA LCRR is requiring public water systems to evaluate all service lines throughout the public water system (PWS) and create a material inventory for each service line both city owned and privately owned.



Why would lead be in our water?

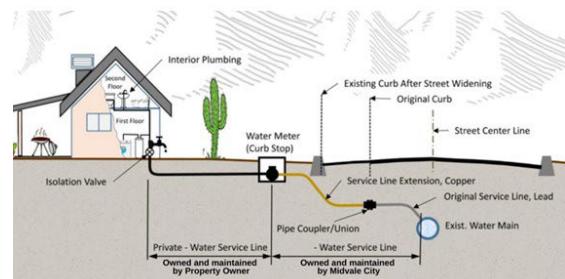
- Prior to 1986, the EPA had very few regulations regarding the materials plumbers could use in home construction. Due to the lack of education and specific regulations concerning lead exposure, many plumbing companies utilized lead pipes and other water fixtures that by today's standards and knowledge are considered toxic and hazardous.
- Lead from an upstream source can adsorb into the galvanized pipe over time. The LCRR requires that when lead connectors are encountered, they be removed or disconnected.



4

Inventory Requirements

- ▶ Inventory all service lines installed before 1989 and submit the inventory to the EPA by October 16th, 2024.
- ▶ Create public communication and education dashboard.
- ▶ Create new lead and copper sampling plan to meet new LCRR guidelines.
- ▶ Create replacement plan once inventory is completed to eliminate any hazardous materials.



5

External Funding

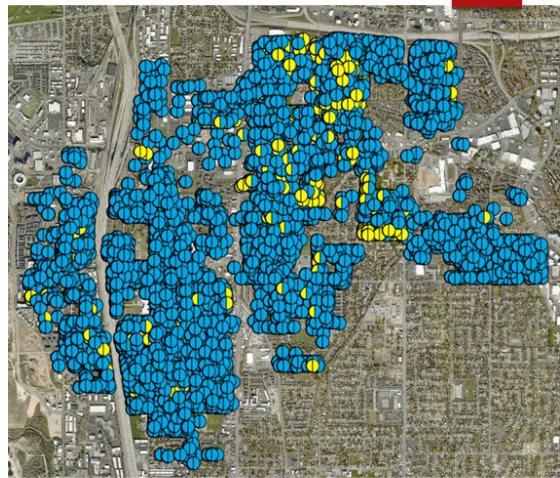
- ▶ On August 1st, 2023, Midvale city applied for \$100,000 in external Hardship Criteria funds to assist with the completion of the LCRR inventory.
- ▶ On June 21, 2024, Midvale City was awarded \$100,000 in grant reimbursement funding for the LCRR inventory project.

APPLICATION FOR EXPEDITED APPROVAL FUNDING
Service Line Inventory/ Lead Service Line Replacement Plan Development



Inventory Summary

- ▶ A detailed GIS map can be found on Midvale City's website showing all the service lines that were inventoried and their material classification.



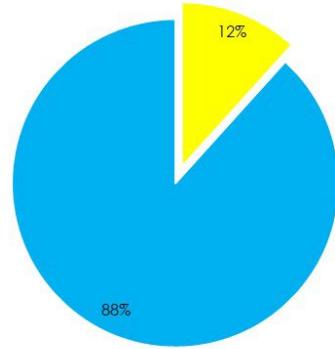
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Inventory Summary

- ▶ Midvale City has 5,580 structures built prior to 1989.
- ▶ Out of those 5,580 structures Midvale City had 5,094 service lines that were needing to be inventoried.
- ▶ 597 service lines were classified as Galvanized needing to be replaced.
- ▶ 4,497 service lines were classified as Non-Lead.
- ▶ Midvale City completed the LCRR inventory in June and submitted their findings to the EPA on July 22nd

Service lines

7



■ Galvanized needing to be replaced
■ Non-Lead

Inventory Summary

- ▶ Roughly 4,075 out of the 5,094 service lines inventoried were completed by physically excavating within the meter barrel and visually inspecting the service line material coming into the meter barrel and leaving the meter barrel.
- ▶ Total documented hours spent on this project were 1,707 hours.



What's Next?

- We are required to replace 10% out of those 597 service lines classified as galvanized annually.
- To replace a $\frac{3}{4}$ " service line it is roughly \$4,850 and \$5,250 to replace a 1" service line.
- Replacement funding is available, and the city is working on acquiring funding to assist with this project.



B. DISCUSSION ON THE UPDATED MIDVALE CITY WATER CONSERVATION PLAN

Bryton Mecham said every five years, water systems with over 500 connections must submit a water conservation plan to the Utah Division of Water Resources to comply with the Water Conservation Act. Midvale's Water Conservation Plan has been updated as required and contains existing and proposed water conservation measures that outline

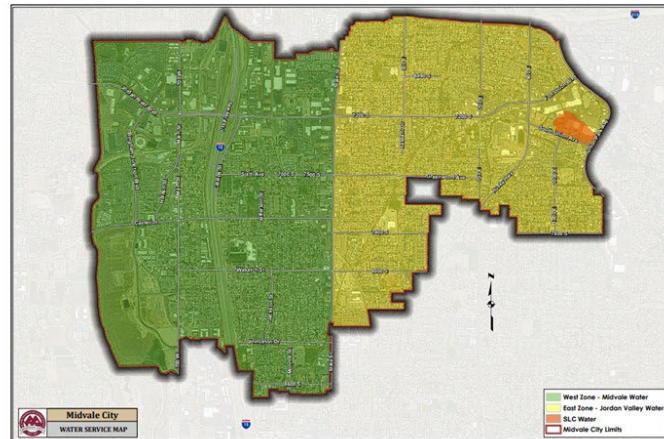
how Midvale City and its residents will effort water conservation to reduce per capita consumption, ensure adequate water supplies for future needs and to meet Regional Water Conservation Goals. Staff will present the water conservation plan to the city council during the meeting. Staff is requesting that the approval of the water conservation plan be placed on the consent agenda for the October 15th city council meeting.



2025
Midvale City Water
Conservation Plan

Background

Utah's water providers and suppliers are diligent in continually improving efficiency efforts to conserve water. Every five years, systems with over 500 connections must submit a water conservation plan to the Utah Division of Water Resources to comply with the Water Conservation Act. These plans contain existing and proposed water conservation measures that outline how the entity and the end culinary water user will conserve water, limit or reduce per capita consumption, ensure adequate water supplies are available for future needs and meet Regional Water Conservation Goals. The division reviews these plans and provides assistance as systems work to improve water efficiency. Systems that do not submit a water conservation plan every five years are considered non-compliant and are ineligible for state loans or funding.



Process

1. Submit a draft conservation plan to the State that meets all legal requirements outlined in the DEQ's Water Conservation Plan and Best Management Practices Guide
2. State Conservation Coordinators review the draft conservation plan. The coordinator notifies the water provider if the plan meets all requirements or is incomplete, outlining what is needed to be complete.
3. Once the draft is approved by the State Conservation Coordinator, the plan must be adopted by City Council with the minutes and a copy of the resolution submitted to the State.

Historical Per Capita Daily Use

Based on population estimates collected from the US Census for Midvale City, the per capita water use for the city from 1998 through 2001 was approximately 250 gallons per capita per day (gpcd). From 2002 through 2009, the water use dropped to about 200 gpcd. From 2009 through 2014 the use dropped to about 190 gpcd. In the past 5 years, Midvale has continued to show a declining trend in water use. The average for the last 5 years has been 148 gpcd.



Calculating Water Use

The Utah Division of Water Resources uses one GPCD method to calculate **all** water delivered to **all** customers in Utah.

This method lets us account for all of the water currently delivered so that we can make robust plans for the future.

$$\text{GPCD} = \frac{\text{Water Use}}{\text{Population}} / 365$$

Other entities may calculate GPCD differently, depending on their needs.

A city with many summer homes might calculate GPCD by adding seasonal occupants to its population

$$\text{GPCD} = \frac{\text{Water Use}}{\text{Population}} / 365 + \text{Seasonal}$$

A county studying how much water is consumed by its population might exclude water returned to the watershed from its GPCD calculation.

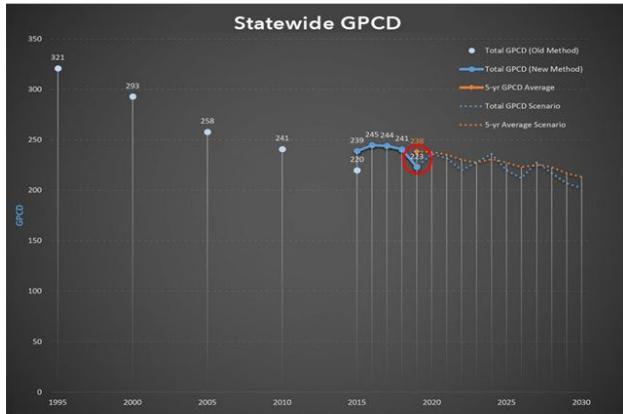
$$\text{GPCD} = \frac{\text{Water Use} - \text{Water Returned}}{\text{Population}} / 365$$

A water provider treating drinking water might only consider potable water when calculating GPCD.

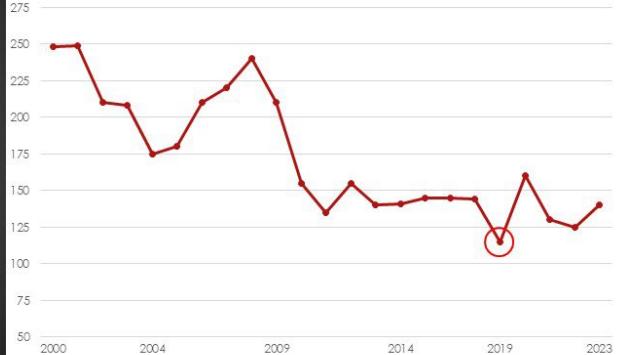
$$\text{GPCD} = \frac{\text{Potable Water Use}}{\text{Population}} / 365$$

Because GPCD can be calculated many ways, **you cannot compare numbers** from different sources. So if you hear that Utah uses more water than other cities or states: **check the math!**

Historical Per Capita Daily Use



Midvale City Historical Water Use



Historical Water Use

- ▶ The city currently receives drinking water from three active wells, and several wholesale connections to Jordan Valley Conservancy District (JVWCD).
- ▶ Internal water rights from wells 5,275 AC-FT.
- ▶ Jordan Valley Water Conservancy District 3,085 AC-FT.
- ▶ Total: 8,360 AC-FT.

YEAR	SOURCE SUPPLIED (AC-FT)					TOTAL (AC-FT)
	Hancock well	Million gallon Well	Oak street well	Jvwcd	other external use	
2015	1144.3	1648.3	448.6	180.51	2,071.27	5,493
2016	856.1	2052.8	358.2	131.1	1,958.8	5,357
2017	979.2	1763.7	345.9	165.6	2,042.6	5,297
2018	915.2	2336.1	332.5	390.1	1,659.1	5,633
2019	1390.0	1393.5	277.5	2627		5,688
2020	1453.15	1459.65	453.2	3542		6,908
2021	1172.35	1218.45	443.2	3113		5,947
2022	920.9	1896.7	168.4	3092		6,078
2023	928.5	1415.9	513.6	3053		5,911

Existing and Future Water Use

Water losses in the system were low, but if water losses could be reduced to 4%, the estimated additional water savings at build-out would be about 360 ac-ft/year.

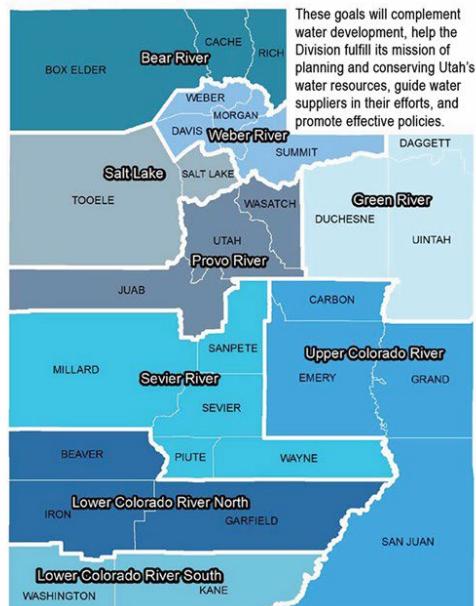
The city recently had a consultant review its current and future buildout source requirements. It was determined that current sources exceed buildout requirements and that no new sources will be required, especially if water conservation efforts continue.

Year	Supplied Water (ac-ft)	Metered Water Use (ac-ft)	Percent Difference
2015	5,492	4,831.0	-12%
2016	5,357	5,173.0	-3.4%
2017	5,297	5,065.0	-4.4%
2018	5,633	5,261.0	-6.6%
2019	5,688	4,856.0	-14.6%
2020	6,908	6,266.0	-9.3%
2021	5,947	5,384.6	-9.5%
2022	6,078	5,194.0	-14.5%
2023	5,911	5,222.0	-11.7%

State Goals

State regional water conservation goals:

- Utah has reduced per capita water use by at least 18% due to the efforts of residents and water providers. While progress is significant, more action is needed, including policy changes at various government levels. Balanced efforts in water development and conservation are crucial to meet long-term needs. This is the first time regional conservation goals have been set, building on the statewide goal of a 25% reduction by 2025, based on 2000 water use data.



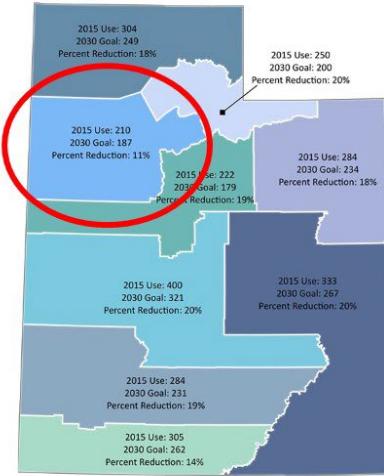
Midvale City Goals

Midvale City's goal:

- ▶ Midvale City has reached the state-wide goal of reducing our Per capita water consumption by 25%. A goal was also set in 2015 for each city in Salt Lake County to be below 187 GPCD. Midvale City currently has a gallon per capita daily water use of 148 based on current US Census data. Even though Midvale has completed both State goals and the new regional goal set in place in 2019 we will continue to promote conservation with a goal to reduce our per capita use by 11% aligning with the regional goal. Which would bring Midvale City's GPCD to roughly 131.72 GPCD.



M&I Water Conservation Regions 2015 Use Vs 2030 Goals



A regional approach allows the goals to be tailored for nine different regions and takes into account climate, elevation, and each region's characteristics.
Note: Use is measured in gallons per capita per day.

Conservation Measures

- ▶ Public education
- ▶ Require water saving fixtures
- ▶ Replace old water service laterals
- ▶ Replacement program of old pipelines
- ▶ Replacement program of old water meters
- ▶ Restricted water use for public landscape areas
- ▶ Separate meters for large landscape areas
- ▶ Regular evaluation of our water rate structure.

Ever wondered how much water is used in your home?



Jordan Valley Water Conservancy District Conservation Measures

- As of 2024 Midvale City adopted the Jordan Valley Water Conservancy District (JVWCD) water efficiency standards allowing all Midvale City residents the ability to utilize the conservation measures implemented by JVWCD in conjunction with the conservation efforts enforced by Midvale City.



JORDAN VALLEY WATER
CONSERVANCY DISTRICT

Jordan Valley Water Conservancy District Conservation Benefits

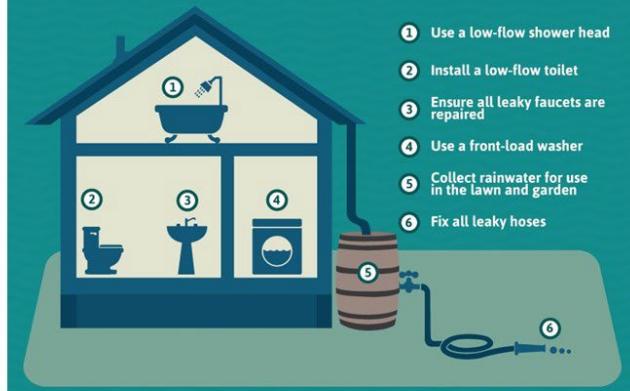
Midvale city residents and businesses are now eligible for.

- Free water audits
- Water-wise landscape classes
- Large water user workshop
- Water quest- Saving water by the yard
- Residential landscape incentives
- Commercial/industrial/institutional incentives
- Toilet Replacement

A summary of JVWCD efforts can be found at.
<https://jvwcd.org/public/conservation>

Reducing Water Use at Home

There are a number of easy practical measures every family can take to ensure they're not wasting water in and around the home.



Proceedings of City Council Meeting

October 1, 2024

Utah Water Savers

Get Paid to Remove Your Lawn

Utah Water Saver's Landscape Incentive Program offers up to \$3 per square foot of lawn you replace with water-efficient landscaping. Landscaping project options include park strip, side yard, and full yard conversions. Commercial projects, irrigation retrofit, and tree-planting incentives are also available in certain areas.

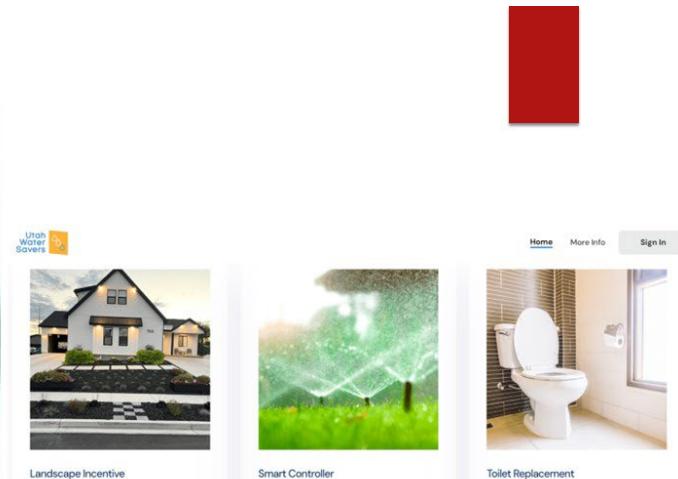
Smart Controller Program

Utah Water Saver's Smart Controller Program offers cash incentives to replace your irrigation controller with a smart, water-efficient one. Earn a rebate of up to \$75 when you purchase an eligible WaterSense-labeled smart controller for your yard.

Toilet Replacement Program

Through the Toilet Replacement Program, receive up to \$100 for replacing an old toilet with a new, Water Sense-labeled one. Toilets from homes built before 1994 may qualify for the program.

► A summary of Utah Water Savers water conservation benefits can be found at <https://www.utahwatersavers.com/>



Utah Water Savers

Home More Info Sign In

Landscape Incentive Smart Controller Toilet Replacement

Implementation Summary

Even though Midvale City has completed both state goals and the new regional goal set in place in 2019, Midvale will continue to promote conservation with a goal to reduce the 2023 148-gallon per capita daily use by 11% by 2030. This goal will be achieved by implementing the proposed conservation measures and educating City residents about Jordan Valley Water Conservancy District conservation measures that are now available to them. Conservation measures will be evaluated annually. An annual water use report will be pulled each year to track the progress of decreasing the Midvale City 2023 GPCD use by 11%. This goal will align with the Salt Lake regional goal to reduce per capita use by 11%. Midvale City's staff are dedicated to achieving the established objectives and ensuring that necessary actions are implemented. Midvale City will establish a realistic timeline for each project to ensure that targets are met within the specified timeframe. Midvale City will also continue to revise the plan to ensure it adapts to evolving conditions and requirements within the City. This plan will be updated and resubmitted to the Utah Division of Water Resources when it is scheduled for submission.



The Council recommended scheduling this item for approval on the Consent Agenda for October 15, 2024.

VII. PUBLIC HEARINGS

A. CONSIDER A MIDVALE CITY INITIATED TEXT AMENDMENT TO SECTIONS OF TITLE 17 OF THE MIDVALE CITY MUNICIPAL CODE. THIS

AMENDMENT CLARIFIES THE DEFINITION OF BUILDING HEIGHT AS WELL AS DEVELOPMENT STANDARDS RELATING TO HEIGHT IN EACH ZONE

Elizabeth Arnold said Midvale City requests an amendment to section 17-2-2“B” regarding building height, and to the following sections of the Midvale City Municipal Code all governing building height development standards within individual zone sections: 17-7-1.4(C), 17-7-1.8(D), 17-7-1.10(B)(1)(e)(viii), 17-7-2.4(C), 17-7-2.8(D), 17-2-2.10(B)(1)(e)(viii), 17-7-3.4(C), 17-7-3.8(D), 17-7-4.4(C), 17-7-4.8(D), 17-7-8.3(4), 17-7-8.3(7)(d), 17-7-9.12.1.4(D), 17-7-9.12.1.4(G)(3), 17-7-9.12.1.5(B), 17-7-9.12.2.4(E), 17-7-9.12.2.4(H)(4), 17-7-9.12.3.5(E), 17-7-9.12.3.5(H)(4), 17-7-10.11.3(5), 17-7-10.11.6(A), 17-7-15.4(A)(2), 17-7-15.4(D)(4), 17-7-15.12(B)(2)(a)(iii).

The proposed amendment clarifies the definition of building height and makes the interpretation of building height regulations in development standards of individual zones clearer.

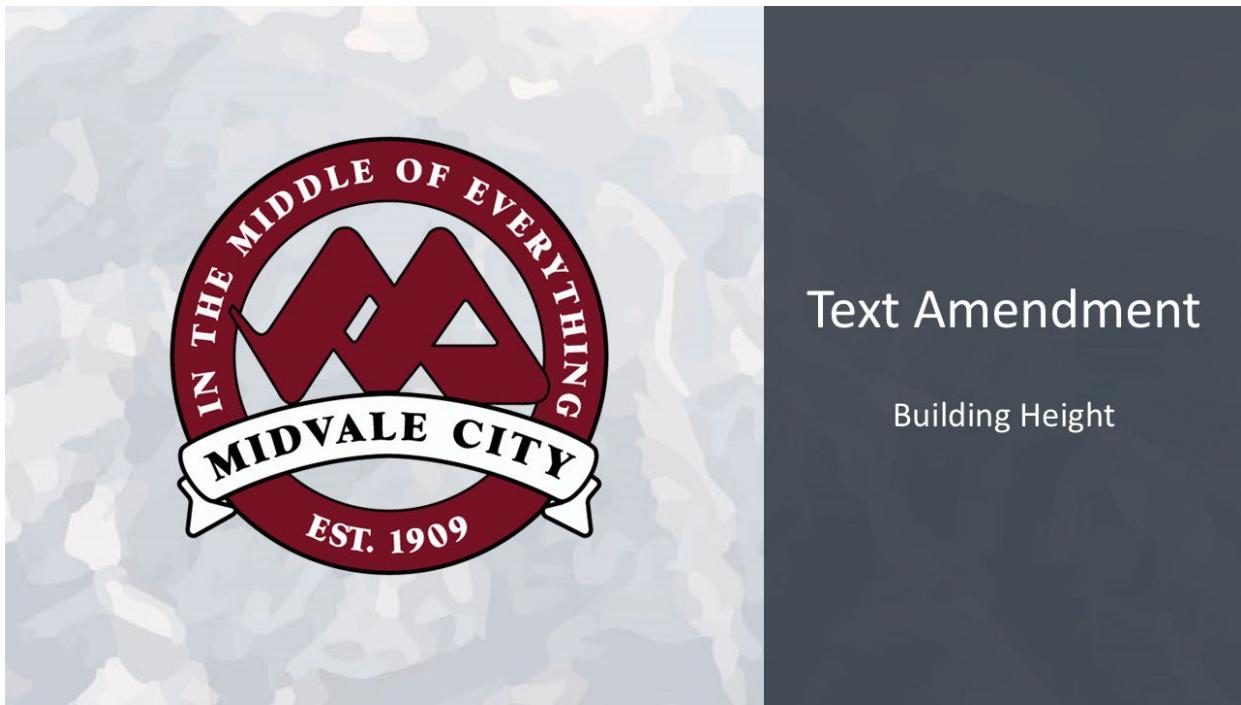
Public notice was sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments have been received as of the writing of this report.

-ZONING CODE AMENDMENT CRITERIA-

Midvale City Code 17-3-1(F) outlines the criteria necessary for amendments to the zoning code. A proposal may only be approved if it demonstrates one or more of the following:

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
2. The proposed amendment promotes the purposes outlined in Utah State Code 10-9a-102;
3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff finds that this proposal meets both the second and third criteria listed above.



Text Amendment

Building Height

Text Amendment

This amendment:

1. Clarifies the definition of building height.
2. Updates development standards relating to building height in each zone.

Proceedings of City Council Meeting
October 1, 2024

Changes

Midvale Municipal Code Chapter 17-2, Definitions

Page 1 of 1

17-2-2 "B" definitions.

"Building height" means the vertical distance from the lowest existing grade point within the building footprint the existing grade to the highest point of the cornice of a flat roof or to the deck line of a mansard roof or to the midpoint of the highest gable of a pitch or hip roof.

Midvale Municipal Code Section 17-7-1.4, Development standards

Page 1 of 1

17-7-1.4 Development standards.

C. *Height.* The maximum height for a structure in the zone is twenty-eight feet to the midpoint for a pitched sloping roof and twenty-five feet to the cornice for a flat roof.

a. *Projections.* Chimneys can project up to three feet above the maximum height.

17-7-1.8 Unoccupied accessory structure and external accessory dwelling unit standards.

D. *Height.* The height of an unoccupied accessory structure or an EADU may not exceed twenty feet for a pitched to the midpoint for a sloped roof and sixteen feet to the cornice for a flat roof.

17-7-1.10 Conditional use standards of review.

B. *Specific Review Criteria for Certain Conditional Uses.*

1. Conditional Use.

e. *Neighborhood Commercial-2 (NC-2).* Each application for a neighborhood commercial use shall demonstrate that the proposed use:

viii. Is architecturally compatible with the SF-1 zone including a maximum height of twenty-eight feet to the midpoint for a pitched sloping roof and twenty-five feet to the cornice for a flat roof.

MOTION: Council Member Paul Glover MOVED to open the public comment portion of the public hearing. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

There were no public comments on this issue.

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

ACTION: Consider Ordinance No. 2024-O-26 Approving a Text Amendment to sections of Title 17 of the Midvale City Municipal Code. This amendment clarifies the definition of building height as well as development standards relating to height in each zone.

MOTION: Council Member Dustin Gettel MOVED to Approve Ordinance No. 2024-O-26 Approving a Text Amendment to sections of Title 17 of the Midvale City Municipal Code. This amendment clarifies the definition of building height as well as development standards relating to height in each zone. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion.

There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

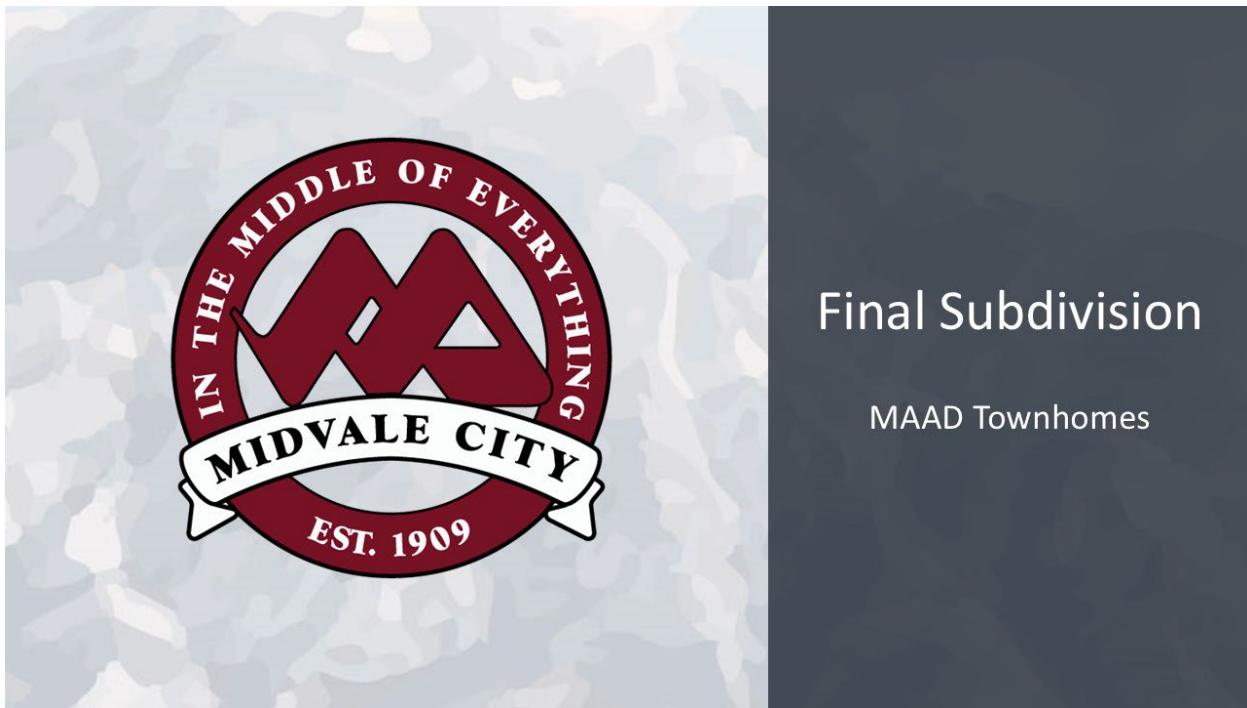
The motion passed unanimously.

**B. CONSIDER A FINAL SUBDIVISION REQUEST FOR MAAD TOWNHOMES
CONSISTING OF 8 LOTS LOCATED AT 7488 S CASA BLANCA DRIVE IN
THE MULTIFAMILY RESIDENTIAL – MEDIUM TO HIGH DENSITY (RM-25)
ZONE**

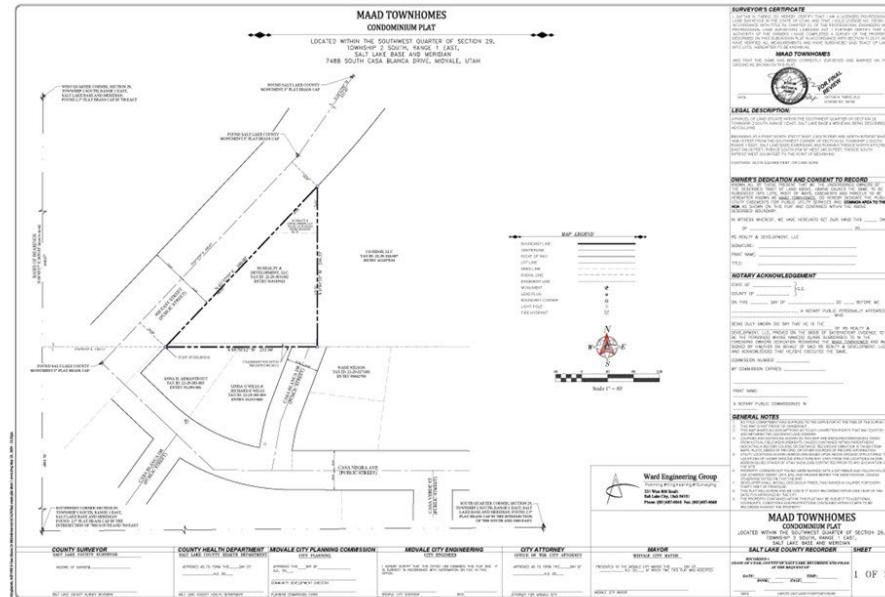
Elizabeth Arnold said The Maad Townhomes project has a development agreement that was recorded on May 8, 2023, and a site plan that was approved September 27, 2023. Nothing regarding either document is changing. The application is to subdivide the units to allow for individual ownership.

This proposal has been reviewed by Planning Staff, the City Engineer, and the Unified Fire Authority for compliance with the respective guidelines, policies, standards, and codes. Staff finds the proposal complies with requirements outlined in Midvale City Municipal Code for minor subdivisions (16.04.050) and the lot development standards of the RM-25 zone (17-7-4.4).

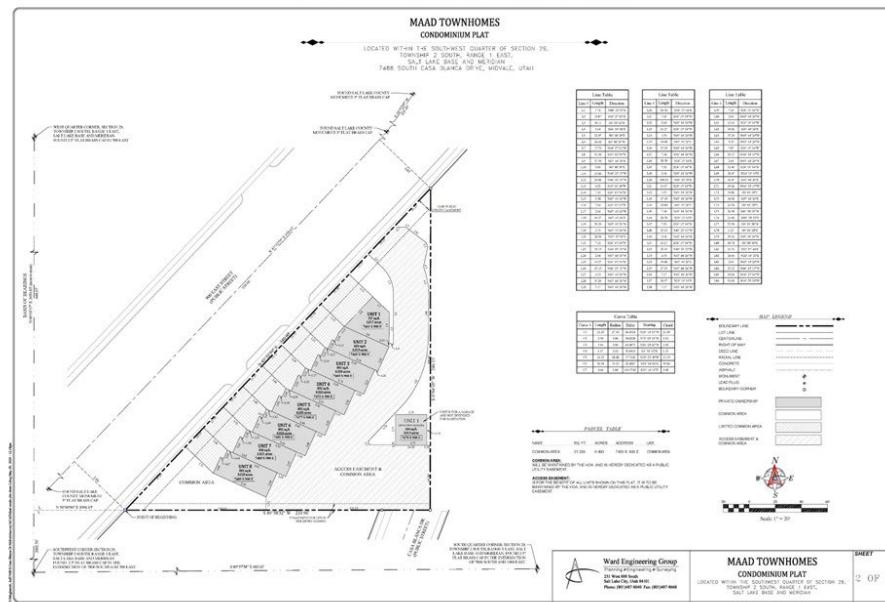
Public notice has been sent to property owners within 500 feet of the subject parcel. Three written emailed comments were received for the Planning Commission meeting held on September 11, 2024. No new written comments have been received for the City Council meeting as of the writing of this report.



Final Subdivision



Final Subdivision



MOTION: Council Member Paul Glover MOVED to open the public comment portion of the public hearing. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

There were no public comments on this issue.

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

ACTION: Consider a Final Subdivision request for Maad Townhomes consisting of 8 units located at 7488 S Casa Blanca Drive in the Multifamily Residential – Medium to High Density (RM-25) zone.

MOTION: Council Member Heidi Robinson MOVED to Approve a Final Subdivision request for Maad Townhomes consisting of 8 units located at 7488 S Casa Blanca Drive in the Multifamily Residential – Medium to High Density (RM-25) zone. The motion was SECONDED by Council Member Paul Glover. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

VII. CONSENT AGENDA

A. Consider Minutes of September 17, 2024

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

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

VIII. DISCUSSION ITEM

C. DISCUSSION ON ULCT LEGISLATIVE POLICY COMMITTEE APPOINTMENT

Mayor Stevenson said Midvale City is actively involved with several interlocal, non-profit, and governmental organizations. Each year, the Mayor and City Council carefully

consider and appoint representatives to serve on the various governing boards and committees of these organizations.

The Board and Committee Assignment List reflects the current appointments and includes an open position on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee. This vacancy has arisen due to the Mayor's recent appointment to the ULCT Board, leaving the City in need of a new voting member for the Legislative Policy Committee.

Council Member Dustin Gettel said he would really like to serve on this committee.

Mayor Stevenson said the list will be brought back at the next meeting for approval.

IX. ADJOURN

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

The meeting was adjourned at 7:23 p.m.

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

Approved this October 15, 2024



MIDVALE CITY COUNCIL SUMMARY REPORT

October 1st, 2024

SUBJECT: Consider **Resolution 2024-R-45** adopting the 2024 Midvale City Water Conservation Plan.

SUBMITTED BY:

Bryton Mecham, Utilities Water Quality and Regulatory Administrator

SUMMARY:

Every five years, water systems with over 500 connections must submit a water conservation plan to the Utah Division of Water Resources to comply with the Water Conservation Act. Midvale's Water Conservation Plan has been updated as required and contains existing and proposed water conservation measures that outline how Midvale City and its residents will approach water conservation to reduce per capita consumption, ensure adequate water supplies for future needs and to meet Regional Water Conservation Goals. Staff presented the water conservation plan to the city council on October 1st. The council found the plan acceptable and agreed it should be put on the consent agenda.

FISCAL IMPACT: None

ATTACHMENTS:

2024 Water Conservation Plan

Resolution No. 2024-R-45

MIDVALE CITY, UTAH

RESOLUTION NO. 2024-R-45

**A RESOLUTION ADOPTING THE 2024 MIDVALE CITY
WATER CONSERVATION PLAN**

Whereas, Midvale City adopted a Water Conservation Plan in 1999, as required by the State of Utah; and

Whereas, water conservation plans are required to be updated and adopted every five years; and

Whereas, the last update to the Water Conservation Plan occurred in 2019, and an update is due this year; and

Whereas, it is in the best interest of Midvale City and its residents to conserve water to ensure an adequate and cost-effective water supply for the future; and

Whereas, on October 1, 2024, the City Council reviewed the plan and was supportive of the proposed water conservation policies.

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

Section 1. The Midvale City Council hereby formally adopts the 2024 Midvale City Water Conservation Plan.

Section 2. This resolution shall take effect immediately.

Approved and Adopted this 15th day of October 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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



2024

Water Conservation Plan



Bryton Mecham

Utilities Water Quality and Regulatory Administrator



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Introduction

The Midvale City 2024 Water Conservation Plan has been prepared to comply with the Utah Water Conservation Plan Act of 1998 amended in 2004 with House Bill 71 Section 73-10-32. The act requires water conservancy districts and water retailers to file a water conservation plan with the Utah Board of Water Resources and ensure that it is updated every five years. This update outlines Midvale City's current water conservation efforts and presents its current conservation goals.

In response to projected future growth along the Wasatch Front, the citizens and leaders of Midvale City are concerned about the future water supply in the region. The city prepared the original Water Conservation Plan in 1999. Since then, the City's water conservation plan has been amended and updated accordingly to fit state requirements and city infrastructure growth. This report describes the drinking water system, reviews, and summarizes water consumption, assesses the water conservation alternatives available to the city, sets goals to conserve water, and identifies existing and proposed water conservation measures to be implemented by the city.

System Profile

Midvale City, located in the heart of Salt Lake County. The city is bounded by Murray City on the north, Cottonwood Heights on the east, Sandy City on the south, and the Jordan River on the west. As of 6/3/2024 Midvale city currently has 33,000 residents according to the Utah Department of Environmental Quality website.

In 1998, the city annexed the Union area which doubled the size and population of the city at the time. However, the drinking water needs for the Union area continued to be supplied by Sandy City and Jordan Valley Water Conservancy District (JWWCD). During the summer of 2009, Midvale City reached an agreement with Sandy City to take over the drinking water system for the Union area. This was accomplished by the installation of water meters on each pipeline that crossed the Sandy City - Midvale City boundary with Sandy City billing Midvale City on a wholesale basis for water provided to the Union area. As of 2018 Midvale City no longer purchases water from Sandy City. See figure 2-1 to see current water zones.

There are many redevelopment projects that are planned for the city, which are expected to add additional residential and commercial units. The city estimates that in the next 30 years the population will increase to 55,000 residents. Water demands for the city are expected to increase accordingly. As of 2/7/2024 the city currently has 8,432 water connections throughout the distribution system. The connection type is shown in Table 2-1.



Figure 2-1 Water Zone Map

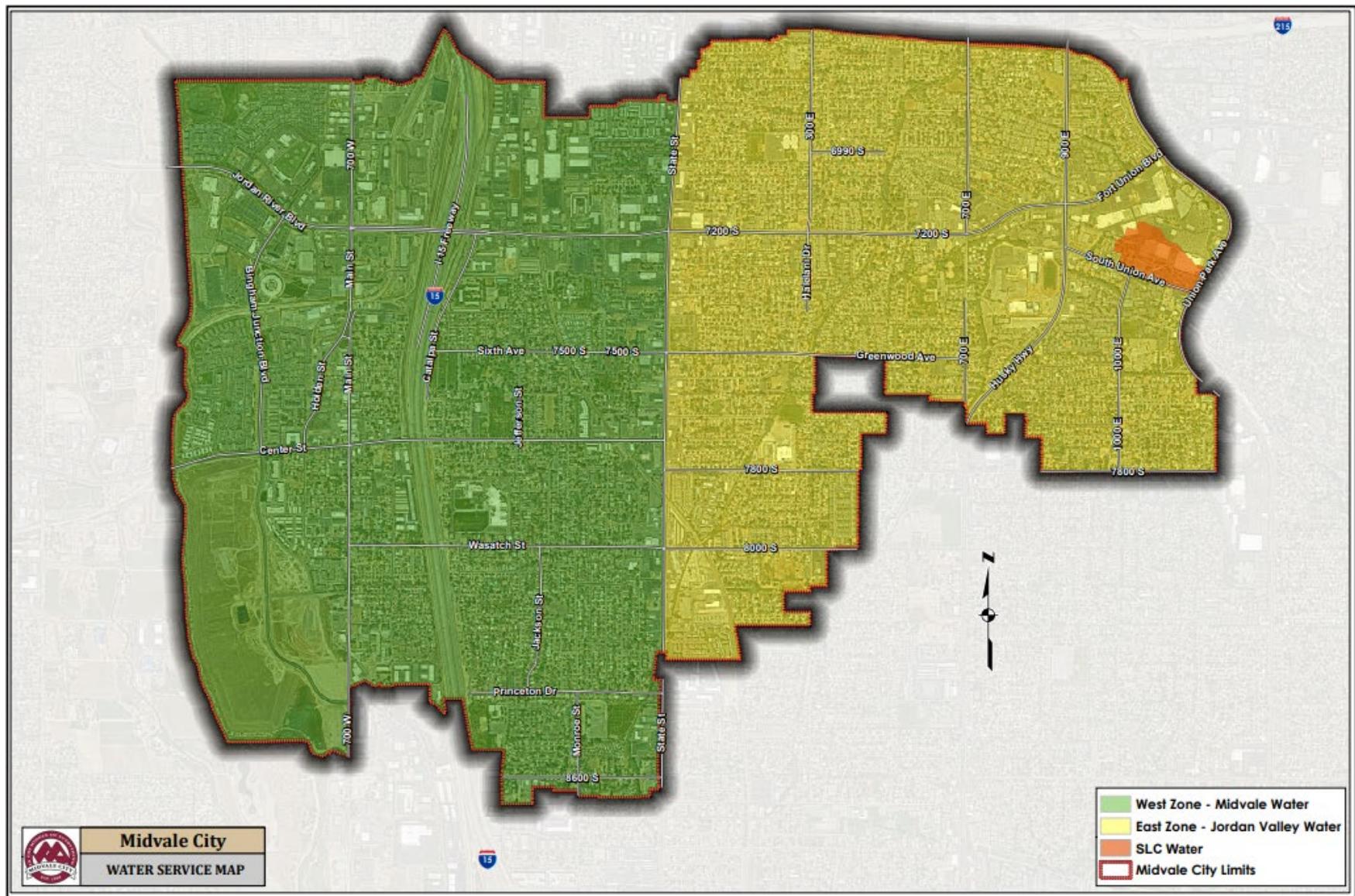




TABLE 2-1
2024 Water System Connections

Connection Type	Total Connections
Residential	7,389
Commercial	1,031
Industrial	3
Total	8,423

Inventory Of Water Resources

The city currently receives drinking water from three active wells, and several wholesale connections to Jordan Valley Conservancy District (JVWCD). Table 2-2 summarizes the city's drinking water sources.

TABLE 2-2 EXISTING WATER SOURCES

Source	Water Rights	Existing Source Capacity
Hancock Well	57-1398 (126 ac-ft), -2251 (4.47 cfs)	2,100 GPM
Million Gallon Well	57-1398, -2251, 7909 (158.5 ac-ft)	2,100 GPM
Oak Street Well	57-1398, -2251	1,200 GPM
JVWCD	Contract with JVWCD	3,085 ac-ft
Midvale reliable supply (Based on water right limitations and Current Contract with JVWCD):		Wells: 5,275 ac-ft JVWCD 3,085 ac-ft Total: 8,360 ac-ft



Water use

Historical Water supplied by the Midvale city drinking water sources is summarized in table 2-3.

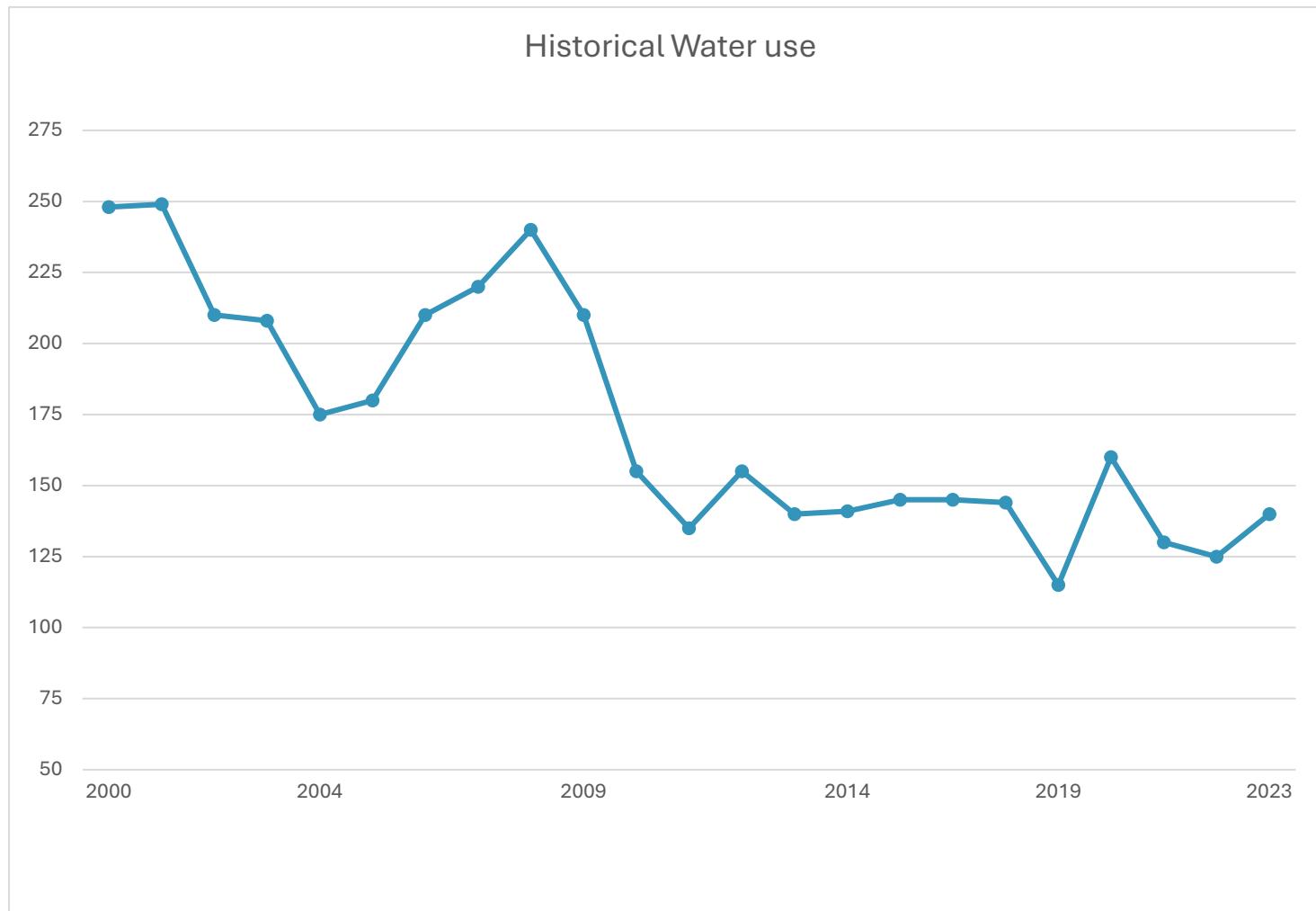
TABLE 2-3 HISTORICAL WATER SUPPLY SUMMARY

YEAR	SOURCE SUPPLIED (AC-Ft)				OTHER EXTERNAL USE	TOTAL (AC-Ft)
	HANCOCK WELL	MILLION GALLON WELL	OAK STREET WELL	JWWCD		
2015	1144.3	1648.3	448.6	180.51	2,071.27	5,493
2016	856.1	2052.8	358.2	131.1	1,958.8	5,357
2017	979.2	1763.7	345.9	165.6	2,042.6	5,297
2018	915.2	2336.1	332.5	390.1	1,659.1	5,633
2019	1390.0	1393.5	277.5	2627		5,688
2020	1453.15	1459.65	453.2	3542		6,908
2021	1172.35	1218.45	443.2	3113		5,947
2022	920.9	1896.7	168.4	3092		6,078
2023	928.5	1415.9	513.6	3053		5,911

Based on population estimates collected from the US Census for Midvale City, the per capita water use for the city from 1998 through 2001 was approximately 250 gallons per capita per day (gpcd). From 2002 through 2009, the water use dropped to about 200 gpcd. From 2009 through 2014 the use dropped to about 190 gpcd. In the past 5 years, Midvale has continued to show a declining trend in water use. The average for the last 5 years has been 148 gpcd. (See Figure 2-2)



FIGURE 2-2 MIDVALE CITY HISTORICAL WATER USE



(Gallons per capita daily values were calculated using historical US Census data.)

Water use is categorized into residential, commercial, Industrial, and Institutional/other uses. The historical percentage of water use for each type of use is shown in Table 2-4. These percentages include the Union area. It should be noted that the commercial water use percentage also includes multi-unit apartment buildings.



TABLE 2-4
PERCENT WATER USE BY TYPE OF USE

Type of water use	Residential	Commercial	Industrial
2015	83.4%	16.5%	0.1%
2016	86.7%	13.2%	0.1%
2017	86.5%	12.6%	0.9%
2018	86.5%	12.5%	0.1%
2019	88.2%	11.1%	0.7%
2020	87.5%	11.5%	0.1%
2021	87.6%	11.4%	0.1%
2022	87.8%	11.3%	0.9%
2023	88.2%	10.9%	0.9%

Table 2-5 compares the water supplied to the Midvale City drinking water system to the metered water use for the years 2015 through 2023. About 9% of the water supplied by the City's drinking water sources was unaccounted for in 2023. Possible explanations for the unaccounted water use include leaks in the distribution system, meter inaccuracies, and miscellaneous unmetered water use (such as pipeline flushing, etc.).

TABLE 2-5
COMPARISON OF WATER SUPPLIED TO METERED WATER USE

Year	Supplied Water (ac-ft)	Metered Water Use (ac-ft)	Percent Difference
2015	5,492	4,831.0	-12%
2016	5,357	5,173.0	-3.4%
2017	5,297	5,065.0	-4.4%
2018	5,633	5,261.0	-6.6%
2019	5,688	4,856.0	-14.6%
2020	6,908	6,266.0	-9.3%
2021	5,947	5,384.6	-9.5%
2022	6,078	5,194.0	-14.5%
2023	5,911	5,222.0	-11.7%



Existing and Future Water Use

If current water conservation efforts can be maintained into the future, it will save the City about 3,630 ac-ft/year of required build-out water supply compared to their 1995 water use rates. Water losses in the system were low, but if water losses could be reduced to 4%, the estimated additional water savings at build-out would be about 360 ac-ft/year.

The city recently had a consultant review its current and future buildout source requirements. It was determined that current sources exceed buildout requirements and that no new sources will be required, especially if water conservation efforts continue.

Water Metering and Pipeline Replacement

Midvale City currently meters water use at all connections and reads meters on a monthly basis. Midvale City has replaced all water meters within the water system with radio-read meters within the past 10 years and continues to monitor and replace meters throughout the city as they become older and defective.

Midvale City has a current program to replace and/or upsize old or undersized water pipelines in streets that need to be reconstructed. Old or undersized pipelines have been and will be identified for replacement in the City's Water System Master Plan. These projects are implemented as City budget allows. The city also regularly replaces old water service laterals with new copper or poly lines as pipeline projects are constructed.

Current Water Structure

Midvale City's drinking water rate structure is summarized in Table 3-1. The city has different rates for nine-meter sizes in three different areas. Rates are evaluated regularly and adjusted for fiscal and water conservation needs.



TABLE 3-1
WATER RATE STRUCTURE 2024

Meter Size	Area #1	Area #2	Area #3
Base Rate			
3/4 "- 5/8"	24.46	25.81	26.34
1"	34.24	36.12	36.87
1.5"	44.03	46.46	47.42
2"	70.91	74.81	76.36
3"	268.67	283.77	289.63
4"	342.32	361.15	368.61
6"	513.15	541.75	552.95
8"	709.38	748.4	763.86

Identified Problems

Midvale City is concerned with the potential waste of water from inefficient indoor/outdoor water use and from system wide losses. The following specific concerns have been identified by the city:

- Many pipes in the drinking water distribution system are old, undersized, and may be leaking.
- The city has adopted an annually increasing rate structure with higher overage charges for peak usage times.
- Comparison of the water supplied to the distribution system and the monthly meter readings has revealed water that is unaccounted for.
- The city currently has no estimates for the amount of water used during fire hydrant tests and distribution system flushing.



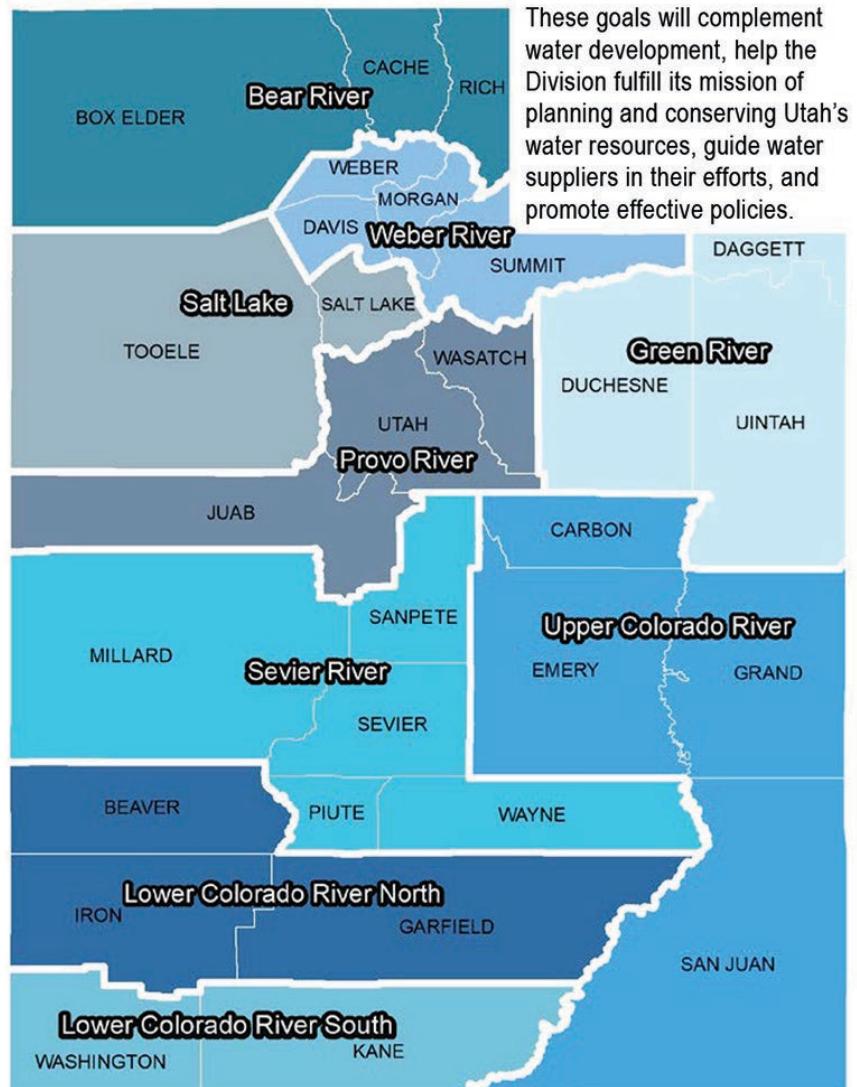
Goals

State regional water conservation goals:

The state's [Regional Water Conservation Goals](#), established in 2019, are for Utah's nine municipal and industrial (M&I) areas. M&I includes residential, commercial, institutional (for example, schools and parks) and industrial water use, but excludes agriculture, mining, and power generation as these are classified individually.

As recommended by the [2015 Legislative Audit](#), [2017 Follow-up Audit](#), [Third-Party Review](#), and [2017 Recommended State Water Strategy](#), regional water conservation goals were developed to enhance water conservation efforts around the state. Region-specific goals support the unique characteristics and needs of Utah's diverse climates and ecosystems.

Thanks to the efforts of many Utahns and their water providers, per capita water use has declined by at least 18%. We've made significant progress, but more must be done to accomplish these goals including policy and ordinance changes on state, local and municipal levels. Even with all the progress that has been made, balanced efforts both in water development and water conservation are still necessary to meet Utah's long-term water needs. This is the first-time conservation goals have been established on a regional level and they build on the previously established statewide goal of reducing per-capita use by 25% by 2025, (using the 2000 M&I water use report as a starting value).





Midvale City's goal:

Midvale City has reached the state-wide goal of reducing their Per capita water consumption by 25%. A goal was also set in 2015 for each city in Salt Lake County to be below 187 GPCD. Midvale City currently has a gallon per capita daily water use of 148 based on current US Census data. Even though Midvale has completed both state goals and the new regional goal set in place in 2019 they will continue to promote conservation with a goal to reduce their per capita use by 11% aligning with the regional goal to reduce per capita use by 11%. Bringing Midvale City's GPCD to roughly 131.72 GPCD.

Midvale City believes that water conservation is an important factor for allowing the city to meet water demands into the future. Although the City has not appointed a separate water conservation coordinator, staff is aware of the conservation goals and work together to implement the goals. Water conservation efforts are coordinated by:

Wesley Vanvalkenburg
Midvale City Public Utilities Manager
801-567-7235

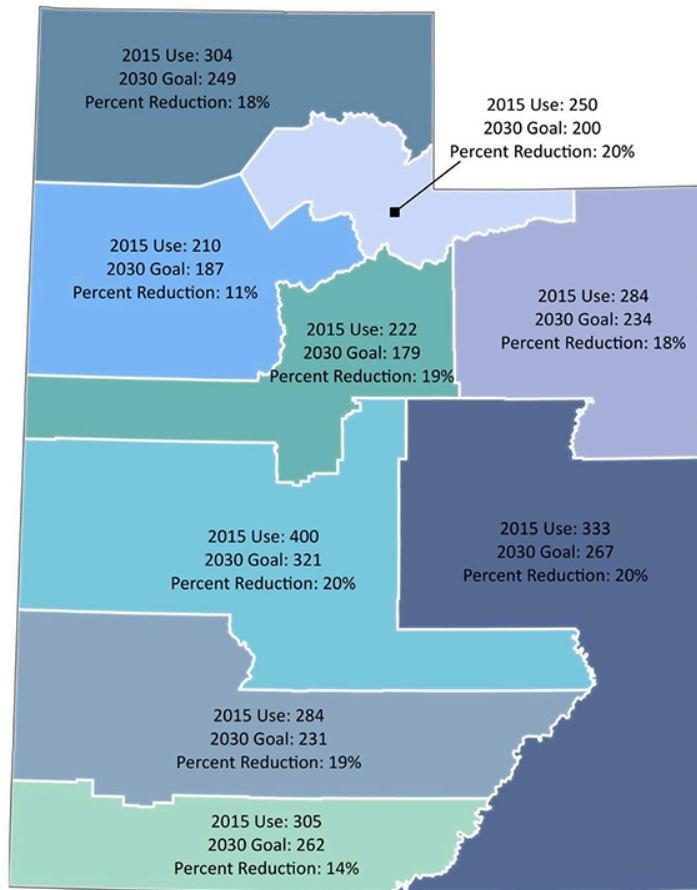
Midvale City Existing Conservation Measures

Public Education:

Midvale City actively promotes water conservation measures to its residents through multiple channels, ensuring a comprehensive approach to sustainability. The city's [website](#) serves as a central hub, offering detailed guidelines, tips, and resources on efficient water usage and the importance of conservation. Annually, the city's water



M&I Water Conservation Regions 2015 Use Vs 2030 Goals



A regional approach allows the goals to be tailored for nine different regions and takes into account climate, elevation, and each region's characteristics. Note: Use is measured in gallons per capita per day.



quality report not only provides essential information about the safety and quality of the water supply but also includes practical advice on how residents can reduce their water consumption. Additionally, the city newsletter features regular articles and updates on water-saving initiatives and upcoming conservation workshops.

Require Water Saving Fixtures:

Midvale City has adopted the International Plumbing Code, mandating the use of water-saving plumbing fixtures in all new developments to enhance sustainability and resource efficiency. During the building permit review process, the city meticulously examines building plans to ensure they incorporate these water-efficient fixtures. Compliance with the code is further enforced through rigorous building inspections, ensuring that all new constructions adhere to these water conservation standards. This proactive approach not only promotes responsible water usage but also supports Midvale City's broader environmental goals.

Replace Old Water Service Laterals:

Midvale City has adopted a material standard aimed at improving the durability and efficiency of its water infrastructure by requiring that all leaking galvanized water laterals be replaced with copper or poly piping. This measure is part of the city's commitment to maintaining a reliable and sustainable water supply system. When a pipeline replacement project is conducted, any existing galvanized laterals are systematically replaced to prevent future leaks and ensure long-term resilience. By upgrading to copper or poly piping, Midvale City not only enhances the overall quality of its water distribution network but also reduces maintenance costs and water loss.

Replacement Program for Old Pipelines:

Midvale City is committed to the ongoing improvement of its water infrastructure by aiming to replace 1,000 feet of pipeline annually. This systematic approach is aligned with the city's master plan, ensuring that pipeline replacement projects are strategically conducted in conjunction with street renovations, as leaks are detected, and as the annual budget permits. By integrating pipeline replacements with broader infrastructure projects, Midvale City maximizes efficiency and minimizes disruption to residents. This proactive replacement strategy not only helps maintain a reliable water distribution system but also supports its broader water conservation goals by reducing leaks and water loss, thereby ensuring a more sustainable and efficient use of water resources for the community.

Replacement Program of Old Water Meters:

Midvale City has implemented a comprehensive meter replacement program to enhance the accuracy and efficiency of water usage monitoring. New, accurate radio-read meters are installed at all connections, allowing for precise data collection. During monthly meter scans, the city identifies meters with continuous flow, indicating potential leaks, and promptly contacts the respective residents. Meters showing abnormally high usage are also flagged, with residents being



notified to address possible issues. Additionally, meters registering zero flow are noted, and if found to be broken or inaccurate, they are promptly replaced. This diligent monitoring and proactive replacement approach ensures accurate billing and reduces water waste.

Restrict Water Use for Public Landscaped Areas:

Midvale City enforces water use restrictions for public landscaped areas to promote efficient water usage and conservation. Sprinkler systems are carefully adjusted based on current weather conditions, ensuring that landscapes receive the appropriate amount of water without waste. Watering is scheduled for the evening or early morning hours to minimize water loss due to evaporation, maximizing the effectiveness of irrigation. This strategic approach not only conserves water but also helps maintain the health of public green spaces.

Require Separate Meters for Large Irrigated Areas:

Midvale City mandates the installation of separate meters for large, irrigated areas in commercial and industrial properties. This requirement ensures that water usage for landscaping is distinctly monitored, promoting responsible water management practices. By isolating irrigation water consumption, the city can more accurately track and manage water usage, encouraging businesses to adopt efficient irrigation techniques. This policy not only aids in identifying potential leaks and inefficiencies but also aligns with Midvale City's water conservation plan, ensuring that commercial and industrial landscape areas are maintained without compromising valuable water resources.

Evaluate Water Rate Structure:

Midvale City conducts an annual evaluation of its water rate structure to promote water conservation and ensure the sustainability of its water resources. By reviewing and adjusting the rates each year, the city aims to incentivize efficient water usage among residents and businesses. The rate structure is designed to reflect the true cost of water provision and to encourage conservation by implementing tiered pricing, where higher usage results in higher rates. This annual assessment allows the city to adapt to changing water supply conditions, economic factors, and consumption patterns, reinforcing its commitment to responsible water management and the long-term preservation of this vital resource.



PROPOSED CONSERVATION MEASURES

The following specific conservation goals have been identified by the city to help continue to promote conservation. Some of these goals were previously implemented but are being updated with additional information to align with future conservation goals.

Public Education: Updated Annually

Midvale City remains committed to promoting water conservation measures among its residents through ongoing public education initiatives. In alignment with the newly adopted Jordan Valley Water Conservancy District conservation measures, the city will update all relevant information to ensure residents are well-informed and equipped to conserve water effectively. This commitment extends to advertising conservation measures by providing convenient access to water conservation websites through links on the city [website](#). As part of these efforts, the city will continue public education campaigns, encouraging customers to limit outside watering to the hours of 6 pm to 10 am. This information will be reviewed and updated annually.

Unmetered Connections and Water Use: Conducted Monthly

The city will undertake efforts to identify potential causes of unmetered or unaccounted for drinking water. Investigation and analysis conducted monthly based on meter reading data, Midvale City aims to pinpoint areas where water may be escaping the metering system or being lost through leaks or other means. Additional Hydrant meters will be purchased to help account for water used during fire hydrant flushing. By addressing these issues proactively, the city can mitigate water loss, conserve resources, and ensure efficient distribution of safe drinking water to residents and businesses. This will be reviewed and updated monthly.

Pipeline Repairs: Conducted Upon Discovery of Leak

Midvale City is committed to promptly replacing leaking pipelines as they are discovered to minimize water loss and ensure the efficient delivery of clean water to residents. The city prioritizes replacement of leaking water pipes to minimize environmental impact and conserve resources. This will be conducted upon the discovery of a leak and processes will be reviewed and revised annually.



Jordan Valley Water Conservancy District Conservation Measures

As of 2024 Midvale City adopted the Jordan Valley Water Conservancy District (JVWCD) conservation measures allowing all Midvale City residents the ability to utilize the conservation measures implemented by JVWCD in conjunction with the conservation efforts enforced by Midvale City. A summary of JVWCD efforts are included below or can be found at <https://jvwcd.org/public/conservation>

Free Water Audits:

JVWCD offers free water audits upon request for residential, commercial, industrial, or institutional water users. These audits involve a thorough examination of the sprinkling system and landscaping to identify opportunities for increasing irrigation efficiency and promoting conservation. By providing this service, JVWCD aims to empower water users with the knowledge and tools necessary to minimize water waste and optimize usage practices.

Water-Wise Landscaping Classes:

JVWCD provides Water-Wise Landscaping Classes tailored for both residential and commercial water users, emphasizing principles of water conservation. These classes offer participants valuable insights into sustainable landscaping practices that can significantly reduce water consumption while maintaining attractive and healthy outdoor spaces.

Large Water User Workshops:

JVWCD hosts Large Water User Workshops tailored for entities with extensive outdoor water usage, such as public schools, churches, parks and recreation areas, and municipalities. These workshops equip participants with practical tools and strategies for effectively managing large, landscaped areas while minimizing water consumption. By offering guidance on irrigation best practices, water-efficient landscaping techniques, and innovative water management technologies, JVWCD supports large water users in optimizing their operations for sustainability. These workshops serve as collaborative platforms for sharing knowledge, fostering partnerships, and collectively advancing water conservation efforts within the community.

Water Quest – Saving Water by the Yard:

This program showcases water-wise landscaping practices through the transformation of four residential homes across the Salt Lake Valley. These homes serve as living examples of sustainable landscaping in a residential setting, illustrating how water-efficient designs can enhance curb appeal while conserving water. With before-and-after photos featured on the JVWCD website, these demonstration gardens provide tangible inspiration and practical insights for homeowners looking to reduce their outdoor water usage.



Residential Landscape Incentives:

Homeowners in Jordan Valley's service area are eligible for up to \$3.00 per square foot of lawn removed.

Commercial/Industrial/Institutional Incentives:

Businesses, institutions (including municipalities), and HOAs can now apply for incentives through Utah Water Savers. Visit <https://utahwatersavers.com> today to create an account and start saving!

Implementation Summary

Even though Midvale City has completed both state goals and the new regional goal set in place in 2019 Midvale will continue to promote conservation with a goal to reduce the 2023 148-gallon per capita daily use by 11% by 2030. This goal will be achieved by implementing the proposed conservation measures and educating city residents about Jordan Valley Water Conservancy District conservation measures that are now available to them. Conservation measures will be evaluated annually. An annual water use report will be pulled each year to track the progress of decreasing the Midvale City 2023 GPCD use by 11%. This goal will align with the Salt Lake regional goal to reduce per capita use by 11%. Midvale City's Council and staff are dedicated to achieving the established objectives and ensuring that necessary actions are implemented. Midvale City will establish a realistic timeline for each project to ensure that targets are met within the specified timeframe. Midvale City will also continue to revise the plan to ensure it adapts to evolving conditions and requirements within the City. This plan will be updated and resubmitted to the Utah Division of Water Resources when it is scheduled for submission.



APPENDIX A PUBLIC EDUCATION MATERIALS





Ten ways that will save the most:

1. Water your lawn only when it needs it. Step on your grass. If it springs back when you lift your foot, it doesn't need water. So set your sprinklers for more day's in-between watering. Saves 750-1,500 gallons per month.
2. Fix leaky faucets and plumbing joints. Saves 20 gallons per day for every leak stopped.
3. Don't run the hose while washing your car. Use a bucket of water and a quick hose rinse at the end. Saves 150 gallons each time. For a two-car family that's up to 1,200 gallons a month.
4. Install water-saving shower heads or flow restrictors. Saves 500 to 800 gallons per month.
5. Run only full loads in the washing machine and dishwasher. Saves 300 to 800 gallons per month.
6. Shorten your showers. Even a one- or two-minute reduction can save up to 700 gallons per month.
7. Use a broom instead of a hose to clean driveways and sidewalks. Saves 150 gallons or more each time.
8. Don't use your toilet as an ashtray or wastebasket. Saves 400 to 600 gallons per month.
9. Capture tap water. While you wait for hot water to come down the pipes, catch the flow in a watering can use later on houseplants or your garden. Saves 200 to 300 gallons per month.
10. Don't water the sidewalks, driveway or gutter. Adjust your sprinklers so that water lands on your lawn or garden where it belongs--and only there. Saves 500 gallons per month.

In the bathroom:

1. Put a plastic bottle or a plastic bag weighted with pebbles and filled with water in your toilet tank. Displacing water in this manner allows you to use less water in each flush. (Don't use bricks, they decompose and can stain the toilet) Better yet, for even greater savings, replace your water-guzzling five to seven gallon a flush toilet with a three and a half gallon, low flush or one and a half gallon, ultra-low flush model.
2. Check toilet for leaks. Put dye tablets or food coloring in the tank. If color appears in the bowl without flushing, there's a leak that should be repaired.
3. Turn off the water while brushing your teeth.
4. Turn off the water while shaving. Fill the bottom of the sink with a few inches of water to rinse your razor.

In the kitchen and laundry:

1. If you wash dishes by hand, don't leave the water running for rinsing. If you have two sinks, fill one with rinse water. If you only have one sink, use a spray device or short blasts instead of letting the water run.
2. When washing dishes by hand, use the least amount of detergent possible. This minimizes rinse water needed.
3. Keep a container of drinking water in the refrigerator. This eliminates the need to run the tap water until it gets cold.



4. Don't defrost frozen foods with running water. Either plan ahead by placing frozen items in the refrigerator overnight or defrost them in the microwave.
5. Don't let the faucet run while you clean vegetables. Rinse them in a filled sink or pan.
6. Use the garbage disposal sparingly.

Outside:

1. Put a layer of mulch around trees and plants. Chunks of bark, peat moss or gravel slows down evaporation.
2. Water during the cool parts of the day.
3. Don't water the lawn on windy days. There is too much evaporation.
4. Cut down watering on cool and overcast days and don't water in the rain. Adjust or deactivate automatic sprinklers
5. Set lawn mower height to 2 1/2 to 3 inches. This promotes deeper roots and reduces evaporation.
6. Mow less frequently, this reduces the stress on turfgrass.
7. Sharpen mower blades. A cleaner cut grass blade heals quicker, thus less water.
8. Wash your car on the lawn. Rinse water can help water the grass.
9. Tell your children not to play with the garden hose.
10. Xeriscape--replace your lawn and high-water using plants with less thirsty ones. But do this only in early spring. Even drought tolerant plants take extra water to get them going.

ADDITIONAL WEBSITES PROMOTING WATER CONSERVATION:

- Jordan Valley Water conservation <https://jvwcd.org/public/conservation>
- Utah Water Savers <https://www.utahwatersavers.com/>
- Slow the flow <https://slowtheflow.org/>
- Conservation Garden Park <https://conservationgardenpark.org/>
- QWEL Workshops for landscape professionals <https://www.qwel.net/>
- Jordan Valley Water efficiency standards <https://jvwcd.org/public/wes>
- Utah division of water <https://conservewater.utah.gov/>



MIDVALE CITY COUNCIL

Meeting Date: October 15, 2024

ITEM TYPE: Action Item

SUBJECT: Consider **Resolution No. 2024-R-46** Approving the CDBG Subrecipient Agreement between Salt Lake County and Midvale City.

SUBMITTED BY: Meggie Troili, RDA Project Manager

SUMMARY: In July 2024, Midvale City was awarded a \$100,000 Community Development Block Grant (CDBG) from Salt Lake County for the Redevelopment Agency's Home Repair Loan Program (HRLP). This funding will support the HRLP for the current 2025 fiscal year. This follows an awarded \$100,000 CDBG grant for the HRLP for fiscal year 2024, of which \$96,876 remains unspent due to contract delays. This remaining funding will be rolled over into 2025 fiscal year funding for a total of \$196,876. Resolution No. **2023-R-46** authorizes the mayor to enter into an agreement with Salt Lake County for these CDBG funds.

FISCAL IMPACT: An additional \$196,876 in grant funding to support the Redevelopment Agency's Home Repair Loan Program.

STAFF RECOMMENDATION: RDA staff recommends suspending the rules in consideration of **Resolution No. 2024-R-46**, approve entering into an agreement with Salt Lake County for Community Development Block Grant funds to support the Redevelopment Agency Home Repair Loan Program.

Recommended Motion: "I move that we suspend the rules and pass **Resolution No. 2024-R-46**, Approving the CDBG Subrecipient Agreement between Salt Lake County and Midvale City

Attachments:

Resolution No. 2024-R-46

CDBG Agreement between Midvale City and Salt Lake County

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-46**

**A RESOLUTION PROVIDING CONSENT TO ENTER INTO AN
AGREEMENT WITH SALT LAKE COUNTY FOR COMMUNITY BLOCK
GRANT FUNDS TO SUPPORT THE REDEVELOPMENT AGENCY'S HOME
REPAIR LOAN PROGRAM.**

WHEREAS, on July 1st, 2024, Midvale City was awarded \$100,000 in CDBG funding to support the Redevelopment Agency's Home Repair Loan Program (HRLP); and

WHEREAS, this funding will support the HRLP for the current 2025 fiscal year; and

WHEREAS, this follows an awarded \$100,000 CDBG grant for the HRLP for fiscal year 2024, of which \$96,876 remains unspent due to contract delays; and

WHEREAS, this remaining funding will rolled over into 2025 fiscal year funding for a total of \$196,876; and

WHEREAS, therefore, the total awarded funding for fiscal year 2025 is \$196,876; and

WHEREAS, Salt Lake County and Midvale City have drafted an agreement for CDBG funds; and

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves authorizing the Mayor to sign the Agreement between Midvale City and Salt Lake County for CDBG funding attached to this Resolution as **Exhibit "A"**.

PASSED AND APPROVED this 15th day of October 2024.

By: _____
Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
Secretary

Voting by the City Council	“Aye”	“Nay”
Dustin Gettel	<hr/>	<hr/>
Paul Glover	<hr/>	<hr/>
Bonnie Billings	<hr/>	<hr/>
Heidi Robinson	<hr/>	<hr/>
Bryant Brown	<hr/>	<hr/>

SALT LAKE COUNTY
County Contract No. HCD24053CH
District Attorney No. 24CIV001396
CFDA # 14.218

CDBG SUBRECIPIENT AGREEMENT
Between
SALT LAKE COUNTY
And
MIDVALE CITY

THIS SUBRECIPIENT AGREEMENT (“Agreement”), is between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and Midvale City Corporation, a municipal corporation of the State of Utah, with its business address located at 7505 South Holden St., Midvale, UT 84047, (“Subrecipient”), UEI Number: SRDNLV6ZRXW8. County and Subrecipient may be referred to jointly as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Salt Lake County has entered into a grant agreement (the “Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for formula grant disbursement to conduct the Community Development Block Grant program (“CDBG”) pursuant under the r Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq. and subject to the rules and regulations, promulgated by HUD governing the conduct of Community Development Block Grant program, but not limited to, Title 24, Part 92 of the Code of Federal Regulations (“CFR”) (the “Rules and Regulations”); and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”); and

WHEREAS, In response to the County’s Request for Grant Applications (“RFA”) released in the Fall of 2023, Subrecipient submitted an application outlining the planned use of the awarded funds to carry out the Midvale City Home Repair Loan Program (“Project”). The Redevelopment Agency (“RDA”) of Midvale City will utilize the CDBG funds to support a home repair loan program (“HRLP”) that will be administered by Midvale City and NeighborWorks Salt Lake (“NWSL”). The activities include forgivable loans, housing counseling, and all administrative costs; and

WHEREAS, based on recommendations made on May 9, 2024, by the Salt Lake County Urban Mayors, the Mayor of Salt Lake County approved the sub-grant of funds described in this Agreement to be used for eligible CDBG activities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. **INCORPORATION BY REFERENCE**

a. The Recitals stated above are incorporated herein and made a material part of this Agreement by this reference.

2. **SUBRECIPIENT'S CONTACT PERSON**

a. Subrecipient Contact Person: Marcus Stevenson / Mayor

3. **FUNDING AMOUNT**

a. Total Agreement amount of One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars (\$196,876.00).

4. **PROJECT(S) OR ACTIVITIES**

a. Project name: Midvale City Home Repair Loan Program (“HRLP”).
b. Total project cost: \$250,000.00.
c. HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale’s city limits. Funds will be available on a first come, first-served basis. “CDBG funds” will be utilized to pay for the contracted administrative costs of the home repair loan program (“HRLP”) which provides forgivable loans up to \$15,000.00 to approximately 15-20 Households. Contracted services will be provided by NeighborWorks Salt Lake (“NWSL”).
d. Program Service Provider: NeighborWorks® Salt Lake. Anthony Semone - Director of Homeownership Services. HUD Certified Counselor FZ7FEY
622 W 500 N, SLC, UT 84116 | 801-539-1590 | tonys@nwsaltlake.org.

5. **SUBAWARD INFORMATION**

a. The following information is provided pursuant to 2 CFR 200.332(a)(1):

- i. Federal Award Identification No (FAIN): TBD
- ii. Federal Award Date: July 1st, 2024
- iii. Total Amount of Federal Funds Obligated to Subrecipient by County: One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars. (\$196,876.00)
- iv. Total Amount of the Federal Award committed to Subrecipient: One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars. (\$196,876.00)
- v. Is Award Research and Development: No
- vi. Indirect Cost Rate for Federal Award for County: N/A

6. **PERIOD OF PERFORMANCE**

- a. Period of performance begins 07/01/2024
- b. Period of performance terminates 06/30/2025
- c. Agreement expires on 08/31/2025

7. **DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED**

ATTACHMENT A: General Terms and Conditions

ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED

a. All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

MIDVALE CITY CORPORATION:

By: _____

Title: _____

Date: _____

SALT LAKE COUNTY:

By: _____
Mayor or designee

Date: _____

Division Approval:

By: _____
Director or Designee

Reviewed and Approved as to Form and Legality:

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

**ATTACHMENT A:
GENERAL TERMS AND CONDITIONS**

1. Background. County has entered into a grant agreement ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Eligible ("CDBG Project") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") part 570, as amended, (the "Rules and Regulations") and the applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular") County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects.

2. Project Responsibility. County's Division of Housing and Community Development ("HCD") is hereby designated as the representative of County regarding all CDBG Project matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B - Statement of Work. Substandard performance as determined by County will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

3. Project Budget.

a. A budget ("Budget(s)") must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 7(A), or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 9.

4. Eligible Costs. All costs which are incurred on any of the Project(s) by Subrecipient during the period of performance of this Agreement and which have been determined by County to be

appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

5. Extension Periods. This Agreement may be extended by written amendment at County's sole option.

6. Time is of the Essence. All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

7. Funding Amount.

a. Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words "expend," "expended" and "expenditure" shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.

c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within thirty (30) days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.

e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8. Methods of Disbursement.

a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.

c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

9. Amendments.

a. Either of the Parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the Parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.

b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

10. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

11. Additional Requirements.

a. **Compliance.**

i. Subrecipient agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR Part 570 and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR Part 200.

ii. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at:

<https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>

b. **Independent Contractor.** The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers. The Parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

c. **Licensing.** Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

d. **Indemnification.** If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees. Neither Party waives any defenses or limits of liability otherwise available under the Act.

e. **Insurance for contracts over Fifty Thousand Dollars (\$50,000.00) and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

i. **General Insurance Requirements for All Policies.**

1. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

a. Currently rated A- or better by A.M. Best Company; (1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

b. Listed in the United States Treasury Department’s current listing of Approved Sureties (Department Circular 570), as amended.

ii. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

iii. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

iv. Subrecipient’s insurance policies shall be primary and non-contributory to any other coverage available to County. The workers’ compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

v. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

vi. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.

vii. In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

f. **Required Insurance Policies.** Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

i. Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subrecipient's workers' compensation insurance).

ii. Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars (\$2,000,000.00) general policy aggregate and Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

iii. Professional liability insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

iv. If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

v. Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

g. **Bond Requirements.** If the Project(s) involves construction or rehabilitation costing Twenty-Five Thousand Dollars (\$25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each

for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

h. **Grantor Recognition.** Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

i. **Suspension or Termination.** Either Party may terminate this Agreement for convenience at any time, as set forth at 2 CFR Sections 339 and 340, by giving thirty (30) days written notice to the other Party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County, and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR Sections 338 - 342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

j. **Build America Buy America-** Build America, Buy America Act. The Build America, Buy America Act ("BABA") (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure may not use funds provided under this award for a project for infrastructure unless:

- i. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five

percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

iii. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, Subrecipients may apply for, and HUD may grant, a waiver from these requirements. Subrecipient may request information from County on the process for requesting a waiver from these requirements.

12. Administrative Requirements.

a. **Uniform Requirements.** The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.

b. **Other Program Requirements.** Subrecipient shall comply with the program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, Subrecipient shall **not** be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR Part 52.

c. **Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

d. **Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

13. Documentation and Record-Keeping.

a. **Records to be Maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

b. **Retention.** Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be

the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three- year period, whichever occurs later.

c. **Client Data.** Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

d. **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years the reporting periods are multiyear reporting periods.

14. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

15. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

16. Program Income.

a. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

b. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated, or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions contained herein, referred to as “Reversion of Assets”.

17. Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to County for approval.

18. Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise outlined in Attachment B: Project Statement of Work, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, information relating to the HUD performance indicators.

19. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County’s policy regarding the use of CDBG-assisted real property, as follows:

a. **Acquired with CDBG Funds.** All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency. A deed restriction will be recorded against any property acquired with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

b. **Improved with CDBG Funds.** All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

i. All properties receiving improvement funds below Two Hundred Thousand Dollars (\$200,000.00) must be used for eligible activities for five (5) years;

ii. All properties receiving improvement funds of Two Hundred Thousand Dollars (\$200,000.00) or more must be used for eligible activities for fifteen (15) years;

iii. A deed restriction will be recorded against any property improved with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

c. The County will not consider a change of use of the Project during the timeline outlined above

d. The threshold amounts set forth in Subparagraph b. above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property.

20. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

21. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply.

22. Personnel & Participant Conditions.

a. **Civil Rights.**

i. **Nondiscrimination and Equal Opportunity.**

(1) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(2) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees

to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(3) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. **Excessive Force.** Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non- violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

iii. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504.** Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Affirmative Action.**

i. **Approved Plan.** Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.

ii. **WMBE.** Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's

Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

iii. **Access to Records.** Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **EEO/AA Statement.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

v. **Section 3 Compliance.** Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. Subrecipient will include this section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required section 3 information regarding the hiring of low-income employees and (sub)contractors.

vi. **24 CFR 135.38 Section 3 clause.** All section 3 covered contracts shall include the following clause (referred to as the "section 3 clause"):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The Parties to this contract agree to comply with HUD's regulations in

24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.

(3) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Subrecipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(5) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.

(6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

viii. **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 22(A), Civil Rights, and 22(B), Affirmative Action, in every subcontract,

specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors. Subrecipient will also include the entire section 3 Clause above in every subcontract so that such provisions will be binding upon each of its own subgrantees or (sub)contractors.

c. **Labor Standards.**

i. **Davis-Bacon.**

(1) For all contracts and subcontracts for construction, alteration, or repair in excess of Two Thousand Dollars (\$2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis- Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(2) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

iii. **Hatch Act.** Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

d. **Contracting.**

i. **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the

acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this agreement and any applicable state laws and local government ordinances.

ii. **Subcontracts.**

(1) **Approvals.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(2) **Monitoring.** Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(3) **Content.** Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(4) **Selection Process.** Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

(5) **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

e. **Conduct.**

i. **Citizen Participation.** Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

ii. **County Consolidated Plan.** Subrecipient has had the opportunity to review and follows County's Consolidated Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.

iii. **Conflict of Interest.** Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG

Entitlement program.

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

v. **Campaign Contributions.** Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. Subrecipient also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above- referenced County ordinance.

vi. **Public Funds and Public Monies.**

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

(2) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or

monies.

vii. **Lobbying.** Subrecipient hereby certifies that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contact, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

(5) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

viii. **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

ix. **Religious Organization.** Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or

for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

x. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

23. Environmental Conditions.

a. **Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

b. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. **Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978, be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children six (6) years of age and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

24. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement

and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

25. Survival of Provisions. The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

26. Employee Status Verification System. Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

27. Environmental Review Requirements.

a. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that:

- i. the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and
- ii. the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR 58.

b. Subrecipient agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

ATTACHMENT B
PROJECT STATEMENT OF WORK
Contract # HCD24053CH

1. Project Summary:

- a. Project Number: 01.11CNTY50.
- b. Project Name: Midvale City Home Repair Loan Program (“HRLP”).
- c. As outlined in the application submitted in response to the Request for Application (“RFA”), HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale’s city limits. Funds will be available on a first come, first-served basis.
- d. Eligibility and Reference: Homeowner Rehabilitation -Section 105(a)(4) §570.202. National Objective and Reference: LMH - LOW/MOD HOUSING BENEFIT. IDIS Matrix Code: 14A – Rehabilitation: Single Unit Residential.

2. Provided Services:

CDBG funds will be utilized to pay for the contracted administrative costs of the home repair loan program (“HRLP”) which provides forgivable loans up to \$15,000.00 per Households. All contracted services will be provided by NeighborWorks Salt Lake (“NWSL”).

3. Client Eligibility:

- a. Low to Moderate Households located within Midvale City boundaries. To qualify households must fall on or below 80% AMI, and households who fall on or below 50% AMI can receive forgivable loans up to \$15,000.00.

4. Outreach:

- a. In accordance with HUD expectations, Salt Lake County requires Subrecipients perform outreach to extremely low, very low and low-income populations. Agencies will report how and when outreach was performed. See reporting section for specific timelines and metrics.

5. Reporting:

- a. This Agreement requires timely progress reports from Subrecipient. Subrecipient will receive All reports must be submitted according to the timelines below. Reporting requirements are subject to change.
 - i. Goal Statements:
 - 1. Approximately 15-20 households will be assisted with a home repair loan.
 - ii. Outputs:
 - 1. For each client served:
 - a. Race & Demographic Info
 - i. Hispanic/Latino Info
 - b. Income
 - c. Other Demographic Categories

- i. Disabled, single female head of household, seniors, adults, veterans, etc.
- d. Jurisdiction
- e. Service Quality
- f. Homeless Services Provided
- g. Funds Leveraged

2. Narratives

- a. Program Status
- b. Program Impact Story
- c. Outreach Narrative

iii. Reporting Timeline:

Required Report	Reporting Period		Due Date
Narrative and Statistical Progress Report (Quarterly)	Q1	July 1 st - September 30 th , 2024	October 31 st , 2024
	Q2	October 1 st – December 31 st , 2024	January 31 st , 2025
	Q3	January 1 st – March 31 st , 2025	April 30 th , 2025
	Q4	April 1 st – June 30 th , 2025	July 20 th , 2025

Attachment C: Project Budget
Salt Lake County
Housing and Community Development



Subrecipient Name:	Midvale City	
Project Name:	Home Repair Loan Program (HRLP)	
Contract #:	HCD24053CH	
Project #	01.11CNTY50	
Total Project Cost:	\$ 250,000.00	
Contract Amount:	\$ 196,876.00	
County Portion of Project Cost:	79%	
Match Committed by Subrecipient:		Match Source:
Match Percentage:	0%	

Budget Category	Budget Line Description	Amount
*Project Staff Salaries and Wages		\$ -
*Project Staff Fringe Benefits		\$ -
Contracted Services	Contracted Administrative Expenses, Low Interest and forgivable loans (Up to \$15,000.00 per Household)	\$ 196,876.00
Insurance/Legal/Financial		\$ -
Direct Client Assistance		
Travel/Training		\$ -
Program Supplies and Office Expenses		\$ -
Space Costs (Rent, Utilities, Maintenance)		\$ -
Other		\$ -
<i>Indirect Admin</i>		\$ -
<i>Direct Admin</i>		\$ -
Total Contract Budget Amount		\$ 196,876.00

Project Budget Requirements

County provides payment to Subrecipient on a reimbursement basis.

Reimbursement requests must be submitted through an online invoice portal provided by County. Subrecipient is required to submit reimbursement requests by the 15th of each month for all costs incurred during the previous month.

If Subrecipient does not have any eligible costs for the previous month, Subrecipient must submit a zero dollar invoice in the reimbursement portal. If Subrecipient is unable to submit an invoice for the previous month, Subrecipient must inform County in writing prior to the 15th of each month. County may make exceptions to this frequency of billing on a case by case basis at the sole discretion of County.

County fiscal year runs from January to December. This requires all reimbursement requests during the previous calendar year to be reviewed and approved by County staff no later than January 15th each year. When possible, County will provide flexibility with reimbursement requests but County cannot process any requests for reimbursement from the previous calendar year after January 15th regardless of circumstances. If Subrecipient has any concern with costs incurred from a previous calendar year being reimbursed by this date, Subrecipient must communicate in writing to County staff the reason for the delay as soon as possible to avoid non-payment of reimbursement requests.

Back-up documentation of billed costs must be submitted with all reimbursement requests, unless otherwise notified by County. Subrecipient will keep documentation of match expenditures on file for review as requested by County. Subrecipient must maintain documentation of all expenditures for a period of not less than five (5) years and provide full expense backup documentation upon request.

Any changes to Attachment B: Statement of Work or Attachment C: Project Budget must be approved in writing by County. Budget changes must be approved prior to the incurring of expenses. Changes determined by County to be substantial may require an amendment to this agreement.



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: October 15, 2024

SUBJECT: Consideration of Resolution 2024-R-47 Confirming the Appointment of Mike Williams as the 2025 Chair of the Harvest Days Festival Committee.

SUBMITTED BY: Erinn Summers, Project and Policy Manager

SUMMARY:

The Harvest Days Festival Committee was established on March 15, 2022, to provide leadership, planning, and staffing for the Annual Harvest Days Festival. The Committee consists of up to 5 community members, appointed by the Mayor. The Chair appointment also requires approval from the City Council. The term of each Committee member is one year.

Mike Williams has served on the Harvest Days Festival Committee 2022, 2023, 2024, being reappointed by Mayor Stevenson each year. Over the past three years, Mr. Williams has been dedicated to making the Harvest Days Festival a success – taking on the tasks requested of him, being creative and innovative to expand community involvement and programming while staying within the budget available, and managing the Harvest Days Bingo game. During Mr. Williams' time as a committee member, the Harvest Days Festival has grown significantly, and the Committee has established best practices and processes to ensure a successful festival.

This upcoming year, the Harvest Days Festival Committee will have new committee members. Mr. Williams' in-depth knowledge of the Harvest Days preparation and day-of tasks will make him an asset for new members as they get acclimated to the event planning process. Additionally, Mr. Williams is active in the community and has a wealth of experience in committee leadership.

Given Mr. Williams' experience and leadership on the Harvest Days Festival Committee and within the community, Mayor Stevenson has chosen to appoint Mike Williams to the position of Harvest Days Festival Chair for 2025. City Council approval of Mayor Stevenson's appointment is required to confirm the appointment.

Staff are requesting a suspension of the rules to allow us to start the planning process for Harvest Days 2025 with the new Committee.

STAFF'S RECOMMENDATION AND MOTION: I move to suspend the rules and approve Resolution No. 2024-R-47 confirming the appointment of Mike Williams as the Chair of the Harvest Days Festival Committee.

MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-47

**A RESOLUTION CONFIRMING THE APPOINTMENT OF MIKE WILLIAMS AS THE
CHAIR OF THE HARVEST DAYS FESTIVAL COMMITTEE.**

WHEREAS, the Harvest Days Festival Committee was established by the City Council on March 15, 2022, to provide leadership, planning, and staffing for the annual Harvest Days Festival; and

WHEREAS, the committee consists of up to 5 members, appointed by the mayor for a one-year term; and

WHEREAS, the appointment of the Harvest Days Festival Committee Chair requires confirmation from the City Council; and

WHEREAS, Mayor Stevenson has appointed Mike Williams to the position of Harvest Days Festival Committee Chair for the 2025 Harvest Days Festival; and

WHEREAS, the City Council desires to confirm the appointment of Mike Williams to the position of Harvest Days Festival Committee Chair for the 2025 Harvest Days Festival.

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

Section 1. The City Council hereby confirms Mayor Stevenson's appointment of Mike Williams to serve as the Harvest Days Festival Committee Chair for the 2025 Harvest Days Festival.

Section 2. This resolution shall take effect immediately.

APPROVED AND ADOPTED this 15th day of October 2024.

Marcus Stevenson, Mayor

ATTEST:

Voting by the City Council	“Aye”	“Nay”
Bonnie Billings	<hr/>	<hr/>
Paul Glover	<hr/>	<hr/>
Heidi Robinson	<hr/>	<hr/>
Bryant Brown	<hr/>	<hr/>
Dustin Gettel	<hr/>	<hr/>

Rori L. Andreason, MMC
City Recorder



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: October 15, 2024

SUBJECT: Consideration of Resolution 2024-R-48 Amending the Harvest Days Festival Committee Bylaws.

SUBMITTED BY: Erinn Summers, Project and Policy Manager

SUMMARY:

Harvest Days, a longstanding Midvale tradition, was originally started by the city's farming community as a celebration of the fall harvest. The local Midvale Kiwanis Club sponsored the first Harvest Days in 1938. Supported by other civic organizations and the cooperation of surrounding towns, the Midvale Kiwanis Club organized a parade, queen contest, car raffle and fireworks show. More than 85 years later the Midvale Harvest Days celebration is enjoyed by thousands of residents from Midvale and surrounding communities.

Prior to the creation of the Harvest Days Festival Committee (Committee) in March of 2022, the Harvest Days Festival (Festival) experienced changes to leadership, schedule, and programming almost every year. Over the past three years, the Festival has been planned and executed by the Harvest Days Festival Committee. The Committee has established an effective planning process, expanded the Festival programming, and grown the size and attendance of the Festival. In addition, community interest in participating in the Festival has also grown. Each year, we have seen an increase in the number of residents looking for more ways to be involved in the planning process for Harvest Days.

Under the current Harvest Days Festival Committee Bylaws (Bylaws), the Committee is made up of individuals who live or work in Midvale. It consists of up to 5 members, appointed by the Mayor, and a Committee Chair who is appointed by the Mayor and confirmed by the Council. The Committee members and Chair work with ex officio members, including the City Manager, City staff, up to 2 City Council members, and an event planner. Only Committee members are able to vote on Committee actions. These Bylaws were developed by Midvale City staff after researching best practices and structures used by other communities, and adapting them for what made sense for Midvale City at the time.

However, in addition to a growing number of residents who want to be involved in the Harvest Days planning, the Committee has experienced challenges in ensuring a quorum in their meetings throughout the year. The Committee members volunteer their time toward the planning of Harvest Days starting in October, meeting at least monthly until the Festival in August. The Committee has experienced a handful of instances where the meeting had to be moved or adjusted to ensure that they are able to meet the quorum needed to make decisions and secure the vendors and programming wanted for the Festival. Additionally, in past years,

the Committee has had one of the members step down from the Committee during the planning process, which led to less flexibility for the Committee in having a quorum each meeting.

Since Midvale has seen an increase in the number of residents who desire to join the Committee and the Committee members have needed more flexibility in meeting the quorum requirements for each meeting, City staff have drafted amendments to the Bylaws to address these changes whiles adhering to known best practices for festival committees. City staff propose to amend the Bylaws to allow for the Mayor to appoint “up to 2 alternate members” in addition to the 5 existing Committee members (Section 3, subsection “Membership”). Alternate members would be able to participate in the meetings, but would not be able to vote unless a Committee member is absent:

“In order to take a vote, the Committee must have met a quorum, requiring at least 3 voting members present. Alternates only have the authority to vote when members are absent. In the event only one member is absent, the Chair has the authority to select which alternate will be able to vote for that meeting.” (Section 3, subsection “Voting and Attendance”).

This amendment to the Bylaws will allow for more community members to actively participate in planning the Harvest Days Festival each year, allow the Committee to more easily meet the quorum requirements, and keep the committee at a manageable size for effective decision making.

A resolution and updated Bylaws draft has been prepared for City Council consideration.

STAFF'S RECOMMENDATION AND MOTION: I move to suspend the rules and approve Resolution No. 2024-R-48 Amending the Harvest Days Festival Committee Bylaws.

MIDVALE CITY, UTAH

RESOLUTION NO. 2024-R-48

**A RESOLUTION AMENDING THE HARVEST DAYS FESTIVAL
COMMITTEE BYLAWS.**

WHEREAS, Harvest Days is a Midvale celebration that has been enjoyed by residents for decades; and

WHEREAS, the Council believes that Harvest Days is a community celebration that should include the participation of Midvale residents who wish to take part in the organization of the event; and

WHEREAS, on March 15, 2022, The Council established the Harvest Days Festival Committee (Committee) and adopted the Committee Bylaws governing its goals, purpose, and structure; and

WHEREAS, the Committee has consisted of up to 5 members, appointed by the mayor for a one-year term; and

WHEREAS, community interest in participating in the Committee has significantly grown; and

WHEREAS, the Committee requires a quorum in order to vote on decisions and budget use for the event; and

WHEREAS, timely decision making and planning for Harvest Days Festival is imperative to ensure the successful execution of the celebration; and

WHEREAS, City staff desires to allow for alternates on the Committee to encourage more community participation and ensure a quorum is met for each Committee meeting; and

WHEREAS, the City Council has reviewed the proposed amendments to the Harvest Days Festival Committee Bylaws and find the amendments acceptable.

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

Section 1. The City Council hereby adopts the amended Harvest Days Festival Committee Bylaws attached as Exhibit "A".

Section 2. This resolution shall take effect immediately.

APPROVED AND ADOPTED this 15th day of October 2024.

Marcus Stevenson, Mayor

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

ATTEST:

Rori L. Andreason, MMC
City Recorder



Harvest Days Festival Committee Bylaws

Section 1: Name

The name of the committee shall be the "Harvest Days Festival Committee," herein referred to as "Committee."

Section 2: Overview of Committee Purpose

The purpose of the Harvest Days Festival Committee is to provide leadership, organize activities, staff, and maintain ongoing communication with all stakeholders for the Harvest Days Festival (Event), which takes place on the first Saturday of August. The Committee's responsibilities include:

1. Developing and implementing a comprehensive event plan (Event Plan) that includes:
 - a. Goals
 - b. Theme
 - c. Implementation timeline
 - d. Identification of required Midvale City resources
 - e. Selection of entertainment and activities
 - f. Selection of food trucks, vendors, parade participants
 - g. Performance schedule/script
 - h. Technical needs
 - i. Volunteer plan
 - j. Sources and uses budget
 - k. Sponsorship opportunities, if applicable
2. Coordinating with Event Manager to implement the Event Plan
3. Recruiting sponsors, if applicable
4. Welcoming all performers and hosting green room
5. Coordinating and supporting the flow of information between the Committee, Midvale City (City), Unified Fire Authority (UFA), and Unified Police Department (UPD)
6. Volunteering on the day of the festival to help ensure a smooth and safe event
7. Monitoring the implementation of the Event Plan
8. Providing monthly updates to the City Council

Section 3: Membership, Terms, Compensation, Attendance & Removal

Membership

The Committee shall consist of a Committee Chair, up to an additional 4 members, and up to 2 alternate members. The members, and alternates, shall be appointed by the Midvale City Mayor (Mayor). Excluding the Chair, Council approval of the members is not required.

Residents must be 18 years or older and reside or work within Midvale to apply.

Committee members refer to all members, the Chair, and the alternates, but does not include ex officio members.

Ex Officio Membership

The Midvale City Manager (City Manager) will select City staff members to participate on the Committee in an ex officio status for the purpose of providing guidance to the Committee.

The Midvale City Council may select up to 2 City Council members to participate on the Committee in an ex officio status for the purpose of providing guidance to the Committee.

Ex officio members shall not have the authority to vote on decisions made by the Committee.

Terms

The term of each Committee member shall be one year.

Compensation

A Committee member may not receive any remuneration, pay, stipend, or other consideration of monetary value from any Committee or City resources attributable to or budgeted for the Committee.

Attendance

Committee members are expected to attend all meetings of the Committee to the best of their ability. In the case of an anticipated absence from a meeting, the member must advise the Chair.

In order to take a vote, the Committee must have met a quorum, requiring at least 3 voting members present. Alternates only have the authority to vote when members are absent. In the event only one member is absent, the Chair has the authority to select which alternate will be able to vote for that meeting.

Removal

Each Committee member, including the Chair, serves at the pleasure of the Mayor and may be terminated, without cause, by the Mayor.

Section 4: Organization

Officers

The Chair shall be appointed by the Mayor, with the advice and consent of the City Council. The Committee shall nominate members to serve as Vice Chair and Secretary. The officers' responsibilities shall include:

Chair

1. Setting meeting times and agendas
2. Coordinating with City Recorder to ensure proper noticing of agendas
3. Convening Committee meetings
4. Supporting the Committee to develop a comprehensive Event Plan
5. Communicating regularly with Event Manager and City staff
6. Providing updates to the City Council on the progress of Committee
7. Working within the City's budget
8. Coordinating and supporting the flow of information between the Committee, City, UFA, and UPD
9. On the day of the festival
 - a. Be available throughout the entire festival
 - b. Address all challenges in a timely manner
 - c. Coordinate with Event Manager, City staff, UPD, UFA to ensure smooth and safe operations
10. Leading an evaluation after the event

Vice Chair

Work closely with the Chair in fulfilling the mission, goals, and successful production of the festival. In the absence of the Chair, the Vice Chair shall preside over the meeting.

Secretary

The Secretary shall be responsible for keeping a written records of Committee meetings and attendance. These records shall be public record and filed with the City Recorder.

Section 5: Conflict of Interest

Committee members must abide by Utah's and Midvale City's conflict of interest provisions found in Utah Code Annotated §10-3-13 and Chapter 2.16.700 of the Midvale Municipal Code. In the event of any conflict between the two provisions, the more restrictive provision controls.

Section 6: Meetings

Open and Public Meetings Act

All meetings must comply with Utah Open and Public Meetings Act. Committee meetings shall not include a "public comment" agenda item.

Electronic Meetings

The Committee may conduct electronic meetings as long as a quorum of the Committee is present at an anchor location. An electronic meeting without an anchor location may be conducted in accordance with the Open and Public Meetings Act.

Meeting Minutes

The Committee will keep minutes of each of its meetings. And will maintain, make records, and provide public access to said records, in compliance with the Utah Government Records Access and Management Act.

Notice Requirements

The Chair must notify the City Recorder at least 72 hours prior to any meeting being held to ensure proper noticing.

Section 7: Budget Limitation and Fiscal Controls

The Committee does not have the power or authority to contractually bind or obligate the City. The Committee will work with the Event Manager and staff to follow the City procurement and contracting protocols, policies, and laws. The Committee shall comply with the fiscal and accounting controls established by the City Manager. Any obligation or encumbrance incurred by any member of the Committee in excess of such limitations or appropriated funds, if any, shall not be deemed an obligation of the City or the Committee.

Section 8: Liability Coverage and Indemnification.

Committee members shall be deemed “volunteers” for the purposes of City ordinances, rules and regulations regarding personnel. However, they shall be included in the definition of “employee” for purposes of the Utah Governmental Immunity Act as set forth in Utah Code Annotated, as amended.

Section 9: Veto Authority

The City Manager may veto any and all decisions made by the Committee, if, at the sole discretion of the City Manager, a decision is determined to be in the best interest of the community or the City, or is determined to fail to meet the policies of the City.

Section 10: Event Manager

Midvale City shall designate an Event Manager that will be responsible for implementation of the goals, plans, and decisions of the Committee. The Event Manager shall coordinate all of their work activities with the Chair; however, the Event Manager shall be supervised by the City Manager.



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: October 15, 2024

SUBJECT: Consideration of Resolution No. 2024-R-49 Appointing City Council Member Dustin Gettel as a Midvale Representative on the Utah League of Cities and Towns Legislative Policy Committee

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

Midvale City is actively involved with several interlocal, non-profit, and governmental organizations. Each year, the Mayor and City Council carefully consider and appoint representatives to serve on the various governing boards and committees of these organizations. Recently, Mayor Stevenson was appointed to the Utah League of Cities (ULCT) Board of Directors, creating a vacancy for a voting member representing Midvale on the Legislative Policy Committee.

During the October 1, 2024 City Council Meeting, the City Council discussed adding Council Member Dustin Gettel to the ULCT Legislative Policy Committee. A resolution has been prepared along with the updated Boards and Committees List, including Council Member Gettel's appointment.

STAFF'S RECOMMENDATION AND MOTION: I move to approve Resolution No. 2024-R-49 appointing City Council Member Dustin Gettel as a Midvale representative on the Utah League of Cities and Towns Legislative Policy Committee.

Attachments:

[**Resolution No. 2024-R-49**](#)
[**Updated Boards and Committees List**](#)

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-49**

**A RESOLUTION APPOINTING CITY COUNCIL MEMBER DUSTIN GETTEL AS A
MIDVALE REPRESENTATIVE ON THE UTAH LEAGUE OF CITIES AND TOWNS
LEGISLATIVE POLICY COMMITTEE**

WHEREAS, Midvale City's Mayor, City Council members, and staff serve on various Committees and Boards; and

WHEREAS, the City Council desires to have representation from the City on these Committees and Boards; and

WHEREAS, Mayor Stevenson's recent appointment to the Utah League of Cities and Towns (ULCT) Board of Directors has created a vacancy for a Midvale City representative on the ULCT Legislative Policy Committee; and

WHEREAS, the City Council seeks to appoint Council Member Dustin Gettel to fill this vacancy on the ULCT Legislative Policy Committee.

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

Section 1. The City Council hereby adopts the attached Board and Committee Assignments List, which includes Council Member Dustin Gettel as a Midvale representative on the ULCT Legislative Policy Committee.

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 15th day of October 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Bonnie Billings	<hr/>	<hr/>
Paul Glover	<hr/>	<hr/>
Heidi Robinson	<hr/>	<hr/>
Bryant Brown	<hr/>	<hr/>
Dustin Gettel	<hr/>	<hr/>



BOARD AND COMMITTEE ASSIGNMENTS

October 15, 2024

<u>UIA Board</u> Nate Rockwood Council Member Heidi Robinson (Alt) (Council/Manager Decision)		<u>UTOPIA Board</u> Matt Dahl Council Member Bryant Brown (Alt) (Council/Manager Decision)
<u>Unified Fire Authority Board</u> Mayor Marcus Stevenson Council Member Paul Glover (Alt.) Matt Dahl (Council/Manager Decision)		<u>Unified Police Department Board</u> Mayor Marcus Stevenson Council Member Paul Glover (Alt.) Matt Dahl
<u>Unified Fire Service District Board</u> Mayor Marcus Stevenson Council Member Paul Glover (Alt.) Matt Dahl (Council/Manager Decision)		<u>Midvale City Audit Committee</u> Council Member Bonnie Billings Council Member Heidi Robinson Jared Zachariah (Council/Manager Decision)
<u>Community Council of Midvale City</u> Council Member Heidi Robinson Matt Dahl/Nate Rockwood (Council/Manager Decision)		<u>Midvale Arts Council</u> Council Member Bryant Brown (Council/Manager Decision)
<u>Harvest Days Committee</u> Council Member Heidi Robinson Chair Molly Signoretti George Ferris Mike Williams Rebecca Pipkin (Council/Mayor Decision)		<u>South Valley Reclamation Facility</u> Glen Kennedy Keith Ludwig (Alt.)
<u>Jordan Valley Water Cons. Dist.</u> Glen Kennedy Keith Ludwig Alan Hoyne		<u>TransJordan Landfill</u> Kane Loader Glen Kennedy (Alt.)
<u>Historical Society</u> Council Member Paul Glover (Council/Manager Decision)		<u>Community Building Community</u> Mayor Marcus Stevenson (Council/Manager Decision)

<u>Mosquito Abatement District</u> Council Member Paul Glover (Council/Manager Decision)		<u>VECC</u> Matt Dahl (City Manager Appt.)
<u>ULCT Legislative Policy Committee</u> Mayor Marcus Stevenson (ULCT Board) Council Member Dustin Gettel Council Member Bonnie Billings Matt Dahl (Council/Manager Decision)		<u>Assoc. of Government Councils</u> Council Member Heidi Robinson (Council/Manager Decision)
<u>Council Governments (COG)</u> Mayor Marcus Stevenson (Mayor Appt.)		<u>Shelter the Homeless Board</u> Mayor Marcus Stevenson (Council/Manager Decision)
<u>Conference of Mayors</u> Mayor Marcus Stevenson (Mayor Appt.)		<u>Planning Commission</u> Council Member Dustin Gettel (Council/Manager Decision)
<u>Boys and Girls Club Board</u> Council Member Dustin Gettel Mayor Marcus Stevenson (Council/Manager Decision)		<u>Animal Services Advisory Committee</u> Council Member Dustin Gettel
<u>Jordan River Commission</u> Council Member Dustin Gettel (Council/Manager Decision) Wendelin Knobloch (Alt.)		<u>Road Home Coordination Committee</u> Mayor Marcus Stevenson
<u>Utah Homelessness Council</u> Mayor Marcus Stevenson		<u>Community Development Block Grant Policy Committee</u> Mayor Marcus Stevenson
<u>Air Quality Policy Advisory Board</u> Keith Ludwig Council Member Dustin Gettel		<u>Canyons Education Foundation</u> Council Member Bonnie Billings
<u>Homeland Security Grants Council</u> Nate Rockwood Christian Larsen (Alt.)		<u>Salt Lake County Board of Health</u> Mayor Marcus Stevenson
<u>Utah Community Action Board of Trustees</u> Mayor Marcus Stevenson		
<u>Main Street Façade Improvement Advisory Board</u> Council Member Dustin Gettel RDA Representative City Planner RDA Board Member CD Rep		

Main Street Business Alliance Rep		
<i><u>Art Advisory Boards</u></i>		
RDA Rep		
City Planner		
RDA Board Member		
CD Rep		
Main Street Business Alliance Rep		
<i><u>Bingham Junction</u></i>		
Council Member Dustin Gettel		
<i><u>Main Street</u></i>		
Council Member Bryant Brown		
<i><u>City Wide</u></i>		
Council Member Heidi Robinson		