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

MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
May 6, 2025
AMENDED

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on **May 6, 2025** 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 May 5, 2025.**

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

6:00 p.m. – WORKSHOP

- Parks and Open Space Master Plan — ***[MHTN]***

7:00 p.m. - REGULAR MEETING

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. **Unified Fire Authority Report

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving their name for the record. Comments should be limited to not more than three (3) minutes unless additional time is authorized by the City Council. 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. COUNCIL REPORTS

A. Council Member Bonnie Billings
B. Council Member Paul Glover
C. Council Member Heidi Robinson
D. Council Member Bryant Brown
E. Council Member Denece Mikolash

IV. MAYOR REPORT

A. Mayor Dustin Gettel

V. CITY MANAGER REPORT

A. Matt Dahl

VI. PUBLIC HEARING

A. Receive public comments regarding the FY2026 Proposed Midvale City Tentative Budget beginning on July 1, 2025 and ending June 30, 2026 ***[Mariah Hill, Administrative Services Director]***

ACTION: Consider Resolution No. 2025-R-25 Adopt FY2026 Midvale City Tentative Budget beginning on July 1, 2025 and ending June 30, 2026.

VII. CONSENT

A. Consider Minutes of April 15, 2025 ***[Rori Andreason, H.R. Director/City Recorder]***

B. Set date and time [June 3, 2025 at 7:00 p.m.] for a public hearing to receive public comments regarding the FY2026 Proposed Final Midvale City Budget beginning on July 1, 2025 and ending June 30, 2026 ***[Mariah Hill, Administrative Services Director]***

VIII. ACTION ITEMS

A. Consider **Resolution No. 2025-R-22** Approving the Midvale City Park Rental Agreement Between Midvale City and the Ute Conference Incorporated Youth Football Program ***[Matt Dahl, City Manager]***

B. Consider **Resolution No. 2025-R-21** Approving A Change Order for Bowen Collins & Associates Task Order 24-01 ***[Steve Busch, Engineering Project Manager]***

C. Consider **Ordinance No. 2025-O-06** Approving a Text Amendment to Amend Section 17-7-7.2 of the Midvale City Municipal Code Fixing Errors in the Use Table for Financial Institutions. Additionally, Amending Sections 17-7-7.2(A), 17-7-12.2(A), and 17-7-13.2(A) Fixing Errors in the Specific Use Standards for Medical Cannabis Pharmacies and Retail Tobacco Specialty Businesses, and Sections 17-7-7.8, 17-7-12.7, and 17-7-13.7 for Relate Parking Standards ***[Jonathan Anderson, Planner II]***

D. Consider **Resolution No. 2025-R-23** Authorizing the Mayor to Execute the Interlocal Cooperation Agreement between Salt Lake County and Midvale City for the Urban Wildlife Assistance Program ***[Matt Dahl, City Manager]***

E. Consider **Resolution No. 2025-R-24** Authorizing the Mayor to sign the Purchase Agreement of Real Property at Approximately 332 & 362 W. 7800 South on behalf of Midvale City ***[Erinn Summers, Project/Policy Manager]***

F. Consider **Resolution No. 2025-R-26** Approving the Updated Committee and Board Appointment List ***[Matt Dahl, City Manager]***

G. Consider **Resolution No. 2025-R-27** Authorizing the Mayor to sign a Professional Services Contract with Galloway & Company for Architectural Design, Development and Construction Management of the New Public Works Facilities ***[Jerimie Thorne, Deputy Public Works Director]***

IX. DISCUSSION ITEM

A. Discuss Jordan River Trail Lighting Issues and Repair Options ***[Jerimie Thorne, Deputy Public Works Director]***

X. POSSIBLE CLOSED SESSION

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

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

XI. ADJOURN

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

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: May 5, 2025
Time: 2:30 p.m.

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

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 6, 2025

ITEM TYPE: Public Hearing and Action

SUBJECT: Consider Resolution 2025-R-25 Adopting the FY2026 Midvale City Tentative Budget Beginning July 1, 2025 and Ending June 30, 2026.

SUBMITTED BY: Mariah Hill, Administrative Services Director

SUMMARY:
The process of adopting the fiscal year 2026 budget requires several steps that you, as a City Council, are required to take to be compliant with state statute. UCA 10-6-111(1) requires the Budget Officer to present a tentative budget for each fund within the City. The budgets must be submitted no later than the first regularly scheduled meeting in May. I will present budgets for each fund on Tuesday, May 6th on behalf of the Budget Officer (City Manager). At that time, I will brief you on fiscal year 2025 revenue estimates, provide a brief overview of expenditures, and present budget highlights along with any proposed program changes.

UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at this meeting. The Council will then review and amend, if necessary, the budgets prior to their final adoption. As a reminder, the purpose of a tentative budget is to have a working tool from which we can start the formal adoption process. The budget document can be amended prior to final adoption. At the time of final adoption, all budgets must be balanced with expenditures equaling revenues.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:
The tentative budget provides a starting point to discuss the operating budget for Fiscal Year 2026 prior to final approval.

STAFF'S RECOMMENDATION AND MOTION:
Staff recommends approval of Resolution 2025-R-25.

I move that we adopt Resolution 2025-R-25, a budget appropriation resolution adopting the Midvale City Tentative Operating and Capital Budgets for the fiscal year ending June 30, 2026.

Attachments:
Resolution 2025-R-25
FY2026 Tentative Budget Book

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-25

A RESOLUTION ADOPTING THE TENTATIVE OPERATING AND CAPITAL BUDGETS FOR MIDVALE CITY, STATE OF UTAH, FOR THE FISCAL YEAR 2026.

WHEREAS, State law requires the filing of a tentative budget for each municipality located within the State of Utah; and

WHEREAS, the tentative budget complies with the requirements set out in U.A.C. § 10-6-111; and

WHEREAS, the budget shall be reviewed, considered, and tentatively adopted by the governing body and may be amended or revised in such manner as is considered advisable prior to final adoption.

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

SECTION ONE: That Midvale City, a municipal corporation, hereby adopts the following tentative budgets for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

1. General Fund, Section 10-6-109, UCA
2. Debt Service Fund, Section 10-6-109, UCA
3. Public Safety Fund, Section 10-6-109, UCA
4. Capital Projects Fund, Section 10-6-109, UCA
5. Water Fund, Section 10-6-135, UCA
6. Sewer Fund, Section 10-6-135, UCA
7. Storm Water Utility Fund, Section 10-6-135, UCA
8. Street Lighting Fund, Section 10-6-135, UCA
9. Sanitation Fund, Section 10-6-135, UCA
10. Telecommunications Fund 10-6-135, UCA
11. Fleet Management Fund, Section 10-6-135, UCA
12. Information Technology Fund, Section 10-6-135, UCA

SECTION TWO: That this Resolution shall become effective immediately upon the passage thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, this 6th day of May 2025.

_____
Dustin Gettel, Mayor

BUDGET OFFICER CERTIFICATION:

_____
Matt Dahl, Budget Officer

ATTEST:

_____
Rori L. Andreason, MMC
Midvale City Recorder

Voting by City Council:	"Aye"	"Nay"
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

Fiscal Year 2025-2026
Midvale City, Utah
Tentative Budget



July 1, 2025 to June 30, 2026

Midvale City, Utah

Tentative Budget

Fiscal Year 2025-2026

Prepared by:

Midvale City Administration

7505 S Holden St

Midvale, UT 84047-7180

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Introduction



Elected Officials and Leadership Team

Elected Officials



Mayor
Dustin Gettel



Councilmember
Bonnie Billings
District 1



Councilmember
Paul Glover
District 2



Councilmember
Heidi Robinson
District 3



Councilmember
Bryant Brown
District 4



Councilmember
Denece Mikolash
District 5

Leadership Team

City Manager ..... Matt Dahl

Assistant City Manager ..... Nate Rockwood

City Attorney ..... Garrett Wilcox

City Recorder/HR Director ..... Rori Andreason

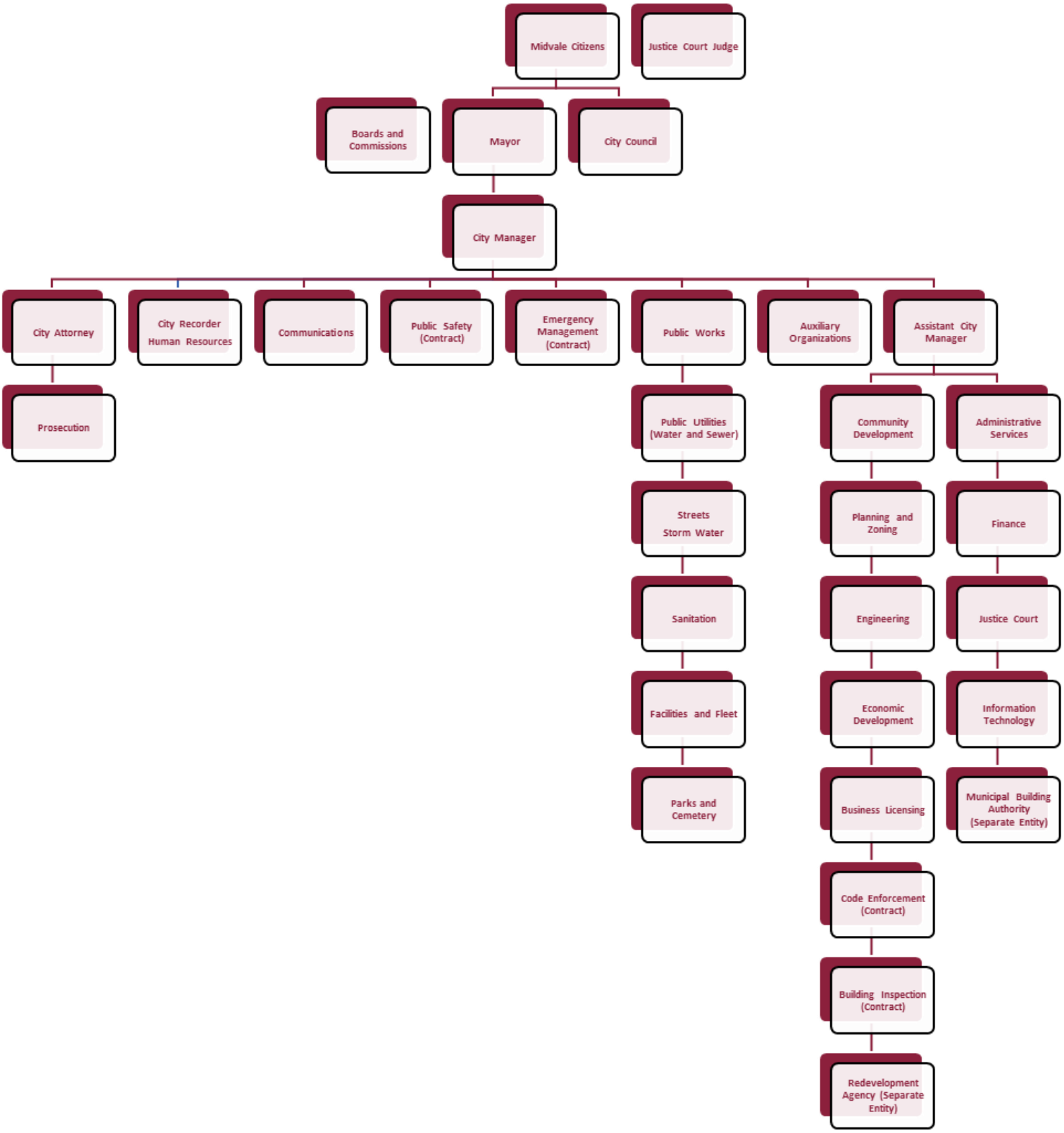
Communications Director ..... Laura Magness

Public Works Director ..... Glen Kennedy

Community Development Director ..... Adam Olsen

Administrative Services Director ..... Mariah Hill

Organizational Chart



City Manager's Budget Message



I am pleased to present the proposed Midvale City budget for Fiscal Year 2026. This budget was developed by City staff using the best available data on revenues, year-end expenditures, and financial trends. As required by Utah law, the proposed budget will be formally filed and made available for public review. Along with the full budget book, this letter outlines the City's financial priorities, challenges, and the steps we are taking to ensure Midvale remains strong, stable, and resilient.

Each year, the City budget reflects where we've been, where we are, and where we are going. It incorporates public input, City Council priorities, economic conditions, and strategic planning to make the best use of taxpayer dollars. Staff have worked diligently to craft a balanced, responsible budget that supports community needs, even as economic conditions become more challenging.

After two years of relative stability, Midvale is now facing renewed economic uncertainty. Sales tax—our largest revenue source—is projected to decline by 1% in Fiscal Year 2026. Because Midvale relies more heavily on sales tax than property tax, our General Fund is especially sensitive to changes in consumer spending. Inflation, rising interest rates, and tariffs may continue to erode consumer confidence, leading to a longer-term decline in sales tax revenue. These same economic forces are also driving up the cost of providing essential services such as sanitation, water, sewer, and public safety.

To retain and support the employees who deliver these services every day, the proposed budget includes a 2.2% cost-of-living adjustment (COLA) and a 2% merit increase for eligible staff. Including benefits, these adjustments total approximately $230,000 to the General Fund. Additionally, we are making targeted wage adjustments for fourteen positions to ensure Midvale remains competitive in the labor market.

Midvale City's 90 employees work hard each day to serve our 36,000 residents. As the city continues to grow, we are committed to finding efficient ways to maintain and enhance service levels across all departments. In addition to the essential customer services our staff provide, the City is undertaking several major capitol projects to improve quality of life and support future service expansion. These include the expansion of the Public Works Campus, upgrades to all major utility systems, the development of walking and biking paths, and the continued redevelopment of Main Street.

Midvale also participates in several interlocal partnerships, including with the Unified Police Department (UPD)—the state's premier law enforcement agency. UPD serves Midvale through a dedicated local precinct and provides access to specialized services such as SWAT, Violent Crime Investigations, and K9 units, which are shared across all member communities.

The high level of service provided by UPD is valued by the community and is essential to Midvale's quality of life. However, the cost of providing that service is placing growing pressure on the City's finances. Over the past decade, Midvale's law enforcement costs have increased by 97%, compared to just 14.5% growth in all other General Fund expenditures—well below the rate of inflation. In FY2025, public safety accounted for 45% of the General Fund and was paid for with all of the City's property tax revenue, more than half of all sales tax revenue, and a portion of other general revenues.

To address this challenge and improve transparency, we are proposing the creation of a dedicated Public Safety Property Tax (PSPT). The PSPT will fund public safety services in Midvale—including police services provided by UPD, Animal Services, and Emergency Management. All PSPT revenue, along with existing General Fund dollars currently allocated to public safety, will be placed into a restricted Public Safety Fund that can only be used for public safety expenses.

City Manager's Budget Message

In Fiscal Year 2026, Midvale's UPD service fee is projected to increase by 3.3%, from $13.7 million to $14.1 million. The PSPT will cover this increase, General Fund contributions to public safety will be similar to the FY 2025 level and be reallocated into the new restricted fund—ensuring all public safety costs are consolidated and transparent.

The proposed PSPT would result in a 26% property tax increase—equivalent to approximately $64 per year for the median household. By separating public safety funding, residents will have a clearer understanding of how their taxes support essential police and emergency services, as well as how General Fund revenues are used to fund other critical needs such as road maintenance, community development, and administrative operations.

In addition to the General Fund and the proposed Public Safety Fund, Midvale operates a number of enterprise funds that provide key public services through user fees. These include Water, Sewer, Stormwater, Street Lighting, Sanitation, Telecommunications, Internal Services, Debt Service, the Capital Improvement Program, and the Municipal Building Authority.

Our water and sewer funds are in the final year of a successful five-year plan and remain financially stable. The sanitation fund has absorbed the cost of a new solid waste contract with minimal budget impact. The street lighting fund will benefit from an upcoming master plan aimed at enhancing long-term maintenance and improvement efforts. All other enterprise funds remain in healthy operating condition and are positioned to continue delivering effective, sustainable services.

Despite the uncertainty in the economy, Midvale remains committed to fostering a thriving, safe, and connected community. We are proud of our history of strong financial stewardship and look forward to working with residents, businesses, and the City Council to continue building Midvale's future.

We will hold public hearings on the budget May 6 and June 3, 2025, to gather feedback and finalize the budget. Your contributions to this process have been invaluable, and I look forward to continuing our work together to set priorities for Fiscal Year 2026.

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

Sincerely,



Matt Dahl

City Manager

Budget and Financial Overview

Budget Process

Overview

Midvale City's budget process complies with the Utah Fiscal Procedures Act. The City seeks to maintain budgetary control by monitoring monthly revenues and expenditures, and by holding each department responsible for costs incurred within budgeted limits. Financial information and reports are provided to the City Manager, department heads, department directors, department managers, and other City staff to assist them in monitoring expenditures and keeping expenditures within approved limits. In addition, the City Council is provided a monthly budget versus actual report. Transactions are uploaded to the state of Utah's transparency website quarterly as prescribed by state law. The fiscal year 2024-2025 budget was developed in compliance with state law and will be approved by the City Council after a public hearing is held. The tentative fiscal year 2024-2025 budget for each division, department, and fund includes actual expenditures for the past two years, the current year's anticipated revenues and expenditures, and the tentative budget for the upcoming fiscal year. The Fiscal Year 2025-2026 Tentative Budget was created after thoroughly reviewing policy issues related to the budget and proposals to assist the City in achieving program objectives for the upcoming year. The budget process is intended to provide an opportunity for public participation and full disclosure to the residents of Midvale City as to the intent of the City Council in funding the City's various programs and services.

Basis of Budgeting

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

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

Budget Amendments

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

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

Budget Timeline

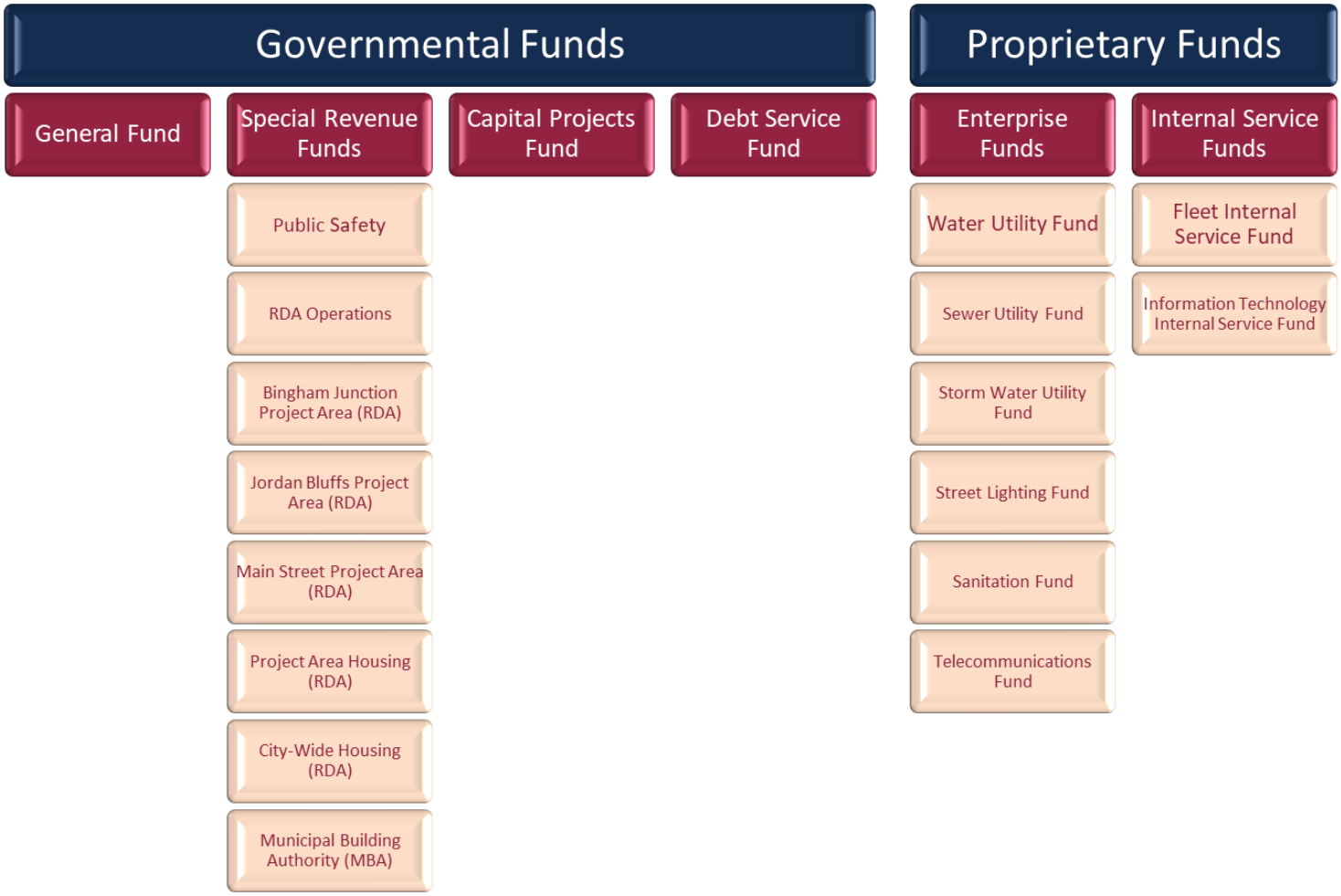
The following are the procedures and timeline followed by the City in the budget process:

January February	Revenue projections for all funds are made after reviewing current budget year revenue collection trends, state of Utah revenue projections, and consultation with the Administrative Services Director, City Manager, and Department Heads.
February	Department Heads submit proposed budget requests to the Administrative Services Director.
February March	The City Manager, Assistant City Manager, and Administrative Services Director meet with each Department Head to review their proposed budgets and projects.
March or April	A retreat is held with the Mayor, City Council, City Manager, Assistant City Manager, Department Heads, and other key staff to outline priorities, goals, and initiatives for the upcoming budget year.
May	During the first City Council meeting in May, a tentative budget is presented to the City Council. The budget document includes the proposed amounts to be spent for operating needs of each department as well as capital needs for all fund types.
June-August	Assuming a property tax increase is not being proposed, on or before June 30, a balanced budget is adopted for the fiscal year beginning July 1 after a public hearing is held to receive input from the residents of Midvale City on all aspects of the proposed budget. The hearing is advertised in a local newspaper at least seven days before it is held, and budget documents are available for inspection at least ten days prior to the public hearing. In addition, the City Council adopts the Certified Tax Rate by June 22nd to be used by the City for property tax (assuming no proposed property tax increase). If a property tax increase is being proposed, the City will adopt a proposed tax rate by June 22nd. The County Auditor must be notified of the tax increase proposal. Working with the County Auditor, the City will publish multiple advertisements regarding the proposed tax increase. Before September 1st, the City shall adopt a budget and property tax rate, and file a copy with the State Auditor's Office.
July-June	Budgetary control is maintained at the department level after the budget is approved by the City Council. The Budget Officer (City Manager) has the authority to transfer budget appropriations between individual line items within any department of any budgetary fund. All other amendments must be approved by the City Council after a public hearing.

Financial Structure

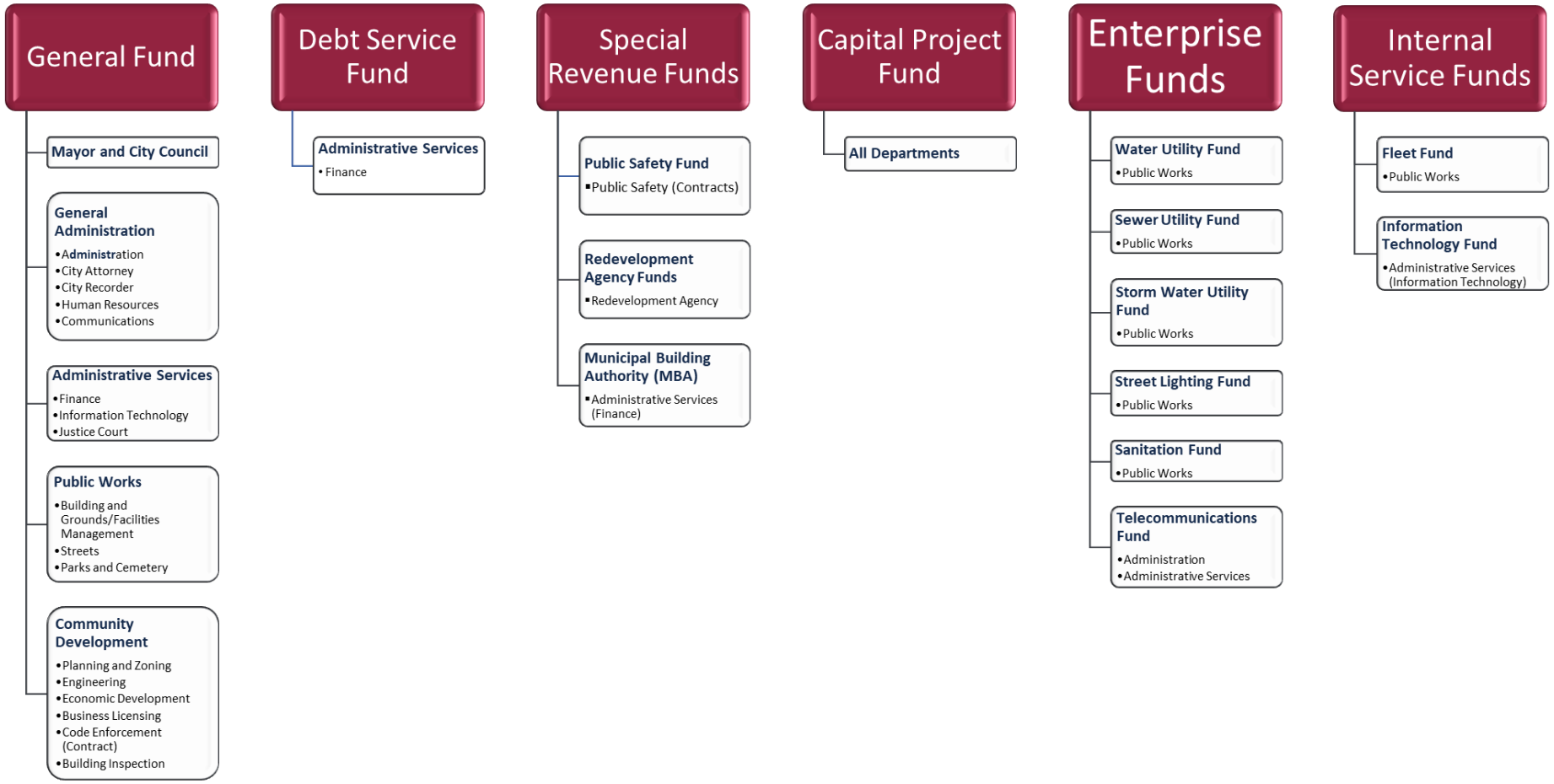
The City's departments are organized groups with similar functions or programs to manage operations more efficiently. The City's financial structure is organized into various funds within departments used for accounting and reporting. This provides a framework for the budget that is easier to understand.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

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



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

Fund and Operational Department Relationship



Fund Types and Descriptions

Governmental Funds

Major Funds

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

Public Safety Fund—Used to account for all revenues and expenditures associated with the costs of providing public safety services.

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

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

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

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

Proprietary Funds

Major Funds

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

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

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

Nonmajor Funds

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

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

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

Internal Service Funds

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

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

Debt Service Fund

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

Financial Policies

Purpose

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

Formal Adoption of Financial Policies

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

General Fund Reserve Policies

Purpose

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

Policies

Utah Code § 10-6-116 requires municipalities maintain an unrestricted (committed, assigned, and unassigned) general fund balance between five and thirty five percent of general fund revenues. Midvale City will maintain a General Fund fund balance (reserve) of fifteen percent of budgeted general fund revenues. The amount in reserves will be calculated by adding the fiscal year ending committed, assigned, and unassigned fund balances less fund balance appropriated in subsequent fiscal year. Midvale City will maintain a General Fund balance (reserve) of fifteen percent of budgeted general fund revenues, though the City Council may direct staff to reserve up to the State limit of thirty five percent.

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

Reserve Policies in Other Funds

Purpose

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

Policies

Capital Projects Fund

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

Internal Service Funds (Fleet, IT)

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

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

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

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

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

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

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

Other Funds

Adequate reserves will be considered.

Revenue Policies

Purpose

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

Policies

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

The City will not use one-time revenues towards ongoing expenditures. User fees will be charged to obtain cost recovery for regulatory services such as building permits, plan checks, and business licensing. Administrative fees will be charged by the General Fund to the Enterprise Funds in order to recapture direct and indirect costs which benefit all funds. These fees will be reviewed annually in association with the budget process. A municipal fee schedule shall be reviewed and adopted by the City Council annually in conjunction with the operating and capital budgets.

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

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

Expenditure Policies

Purpose

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

Policies

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

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

Efforts will be made to maintain compensation packages that are sufficient to attract and retain quality employees. Salary range structures shall be evaluated periodically to determine the relative competitiveness of the pay structure to the job market. The midpoint of the salary range is the market value against which the City will assess its pay plan relative to the job market. If the midpoint of the City's salary range is more than five percent below market for any given position, the grade of that particular position shall be adjusted upward. The City's pay plan shall be reviewed and adopted annually by the City Council in conjunction with the annual budget. Staffing shall not exceed the authorized level, and all new positions must be approved by City Council before they are filled.

Operating Budget Policies

Purpose

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

Policies

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

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

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

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

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

Capital Asset Management Policies

Purpose

- Recognize the major impact capital projects have on the quality of local government services, the community's economic vitality, and the overall quality of life for citizens.
- Stimulate informed debate and to help leaders make optimal choices.
- The City will develop and maintain a Capital Improvement Plan which includes a realistic project timing and scope, and operating budget impacts.

Policies

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

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

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

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

Long-Term Financial Planning Policies

Purpose

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

Policies

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

Debt Policies

Purpose

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

Policies

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

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

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

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

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

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

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

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

Accounting, Auditing, and Financial Reporting Policies

Purpose

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

Policies

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

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

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

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

Internal Control and Risk Management Policies

Purpose

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

Policies

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

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

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

Internal Controls shall be developed to:

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

Local Economic Development Finance Policies

Purpose

- Improve local economic conditions through direct and indirect intervention

Policies

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

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

Procurement Policies

Purpose

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

Policies

The City will strive to consider full lifecycle costs of a good or service rather than simply accepting the lowest initial purchase price. Quality should be an integral evaluation component when reviewing vendor proposals. Purchasing decisions will be based on best value, not lowest cost. Procurements will be conducted fairly and the process and results will be open to the public. Training on Midvale's purchasing ordinance will be provided to City staff on a regular basis, at least once every two years.

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

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

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

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

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

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

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

Cash Receipting And Deposit Policy

Purpose

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

Policies

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

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

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

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

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

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

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

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

General Fund Budgets

General Fund Summary

General Fund Summary - FY2026 Tentative Budget	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Taxes	17,986,217	17,989,546	18,218,031	18,358,618	140,587	0.8%
Licenses and Permits	892,307	696,558	830,000	765,000	(65,000)	-7.8%
Intergovernmental Revenue	3,537,359	4,559,142	4,293,430	4,424,654	131,224	3.1%
Charges for Services	2,303,659	2,260,039	2,375,539	2,366,763	(8,776)	-0.4%
Fines and Forfeitures	829,335	925,760	847,000	810,000	(37,000)	-4.4%
Miscellaneous Revenue	302,033	376,523	172,978	173,935	957	0.6%
Use of Fund Balance	-	-	3,514,952	90,576	(3,424,376)	-97.4%
TOTAL REVENUES	**$ 25,850,910**	**$ 26,807,568**	**$ 30,251,930**	**$ 26,989,546**	**$ (3,262,384)**	**-10.8%**
Expenditures:						
Mayor and City Council	349,366	365,800	398,562	349,287	(49,275)	-12.4%
Administration	666,684	940,813	1,042,682	1,118,443	75,761	7.3%
Non-Departmental	140,292	155,496	158,438	157,557	(881)	-0.6%
Community & Intergovernmental Relations	181,418	224,479	435,573	234,960	(200,613)	-46.1%
Public Safety	11,790,301	12,369,666	14,144,252	-	(14,144,252)	-100.0%
City Attorney	790,813	877,903	1,119,066	1,078,636	(40,430)	-3.6%
Communications	228,647	223,459	255,618	265,784	10,166	4.0%
Harvest days	95,638	95,127	95,000	100,000	5,000	5.3%
Human Resources	118,526	150,580	175,860	176,554	694	0.4%
Employee services	47,638	41,592	69,300	45,800	(23,500)	-33.9%
Grants	12,500	12,501	-	-	-	0.0%
City Recorder	318,805	410,962	375,189	402,256	27,067	7.2%
Administrative Services	**$ 14,740,628**	**$ 15,868,378**	**$ 18,269,540**	**$ 3,929,278**	**$ (14,340,262)**	**-78.5%**
Administrative Services	197,348	207,309	218,451	235,812	17,361	7.9%
Finance	514,752	422,252	441,093	406,436	(34,657)	-7.9%
Justice Court	973,692	1,048,500	1,146,400	1,133,109	(13,291)	-1.2%
Information Technology	834,096	794,048	849,739	871,576	21,837	2.6%
Total Adminitrative Services	**$ 2,519,888**	**$ 2,472,109**	**$ 2,655,683**	**$ 2,646,934**	**$ (8,749)**	**-0.3%**
Public Works						
Public Works Administration	342,223	375,767	475,606	399,925	(75,681)	-15.9%
Facilities	683,685	751,948	899,499	851,577	(47,922)	-5.3%
Streets	943,786	1,016,274	1,082,301	1,087,897	5,596	0.5%
Parks	636,505	794,745	913,116	850,416	(62,700)	-6.9%
Total Public Works	**$ 2,606,199**	**$ 2,938,734**	**$ 3,370,522**	**$ 3,189,815**	**$ (180,707)**	**-5.4%**
Community Development						
Community Development Admin	695,965	618,871	732,954	608,388	(124,566)	-17.0%
Engineering	180,442	179,550	245,943	192,621	(53,322)	-21.7%
Planning	372,812	415,173	440,352	465,655	25,303	5.7%
Code Enforcement	3,679	582	1,702	3,191	1,489	87.5%
Building Inspection	290,470	-	349,708	526,721	177,013	50.6%
Total Community Development	**1,543,368**	**1,214,176**	**1,770,659**	**1,796,575**	**25,916**	**1.5%**
Transfers Out	4,056,145	4,127,145	5,156,195	15,450,297	10,294,102	199.6%
TOTAL EXPENDITURES	**$ 25,466,228**	**$ 26,620,542**	**$ 31,222,599**	**$ 27,012,899**	**$ (4,209,700)**	**-13.5%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**$ 384,682**	**$ 187,026**	**$ (970,669)**	**$ (23,354)**	**$ 947,315**	**-97.6%**

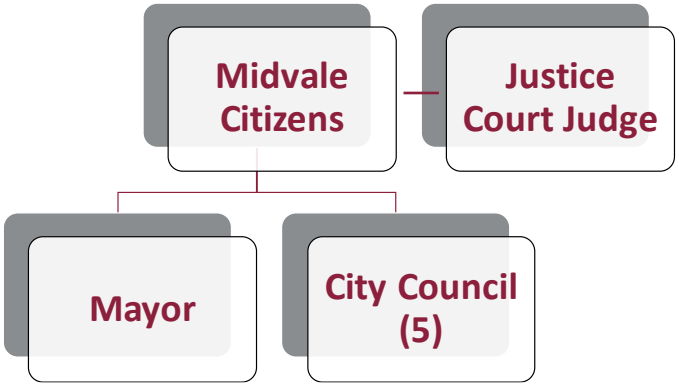
General Fund Financing Sources

General Fund Financing Sources	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Taxes:						
Property tax	2,982,791	3,118,864	3,464,587	3,464,587	-	0.0%
Delinquent/surplus prop tax	51,867	42,356	35,000	25,000	(10,000)	-28.6%
Sales tax	11,282,449	11,479,115	11,395,273	11,281,321	(113,952)	-1.0%
Franchise tax	2,774,920	2,514,968	2,522,592	2,774,851	252,259	10.0%
Telecommunications tax	312,092	191,713	190,000	209,000	19,000	10.0%
Transient room tax	236,504	247,693	248,329	223,496	(24,833)	-10.0%
Motor vehicle in lieu of	345,594	394,837	362,250	380,363	18,113	5.0%
TOTAL TAXES	**$ 17,986,217**	**$ 17,989,546**	**$ 18,218,031**	**$ 18,358,618**	**$ 140,587**	**0.8%**
Licenses and Permits:						
Business licenses	307,873	347,003	350,000	350,000	-	0.0%
Building permits	538,277	307,109	310,000	365,000	55,000	17.7%
Road cut fees	38,011	34,946	40,000	40,000	-	0.0%
ROW occupancy permits	7,500	7,500	7,500	7,500	-	0.0%
Sign fees	646	-	2,500	2,500	-	0.0%
TOTAL LICENSES AND PERMITS	**$ 892,307**	**$ 696,558**	**$ 710,000**	**$ 765,000**	**$ 55,000**	**7.7%**
Intergovernmental:						
JAG Grant	-	-	-	-	-	0.0%
CARES Act Grant	-	-	-	-	-	0.0%
EPA Inst Controls Grant	142,752	152,826	150,626	163,654	13,028	8.6%
Grant-JVWCD (EPA Pass Thru)	-	-	-	-	-	0.0%
State of Utah Misc Grant	-	-	-	-	-	0.0%
B&C road funds	1,388,823	1,389,754	1,400,000	1,050,000	(350,000)	-25.0%
Liquor funds allocation	63,876	56,041	56,000	76,000	20,000	35.7%
State Homeless Initiative	1,941,908	2,904,425	3,597,027	3,000,000	(597,027)	-16.6%
Coalition Coordinator Grant	-	56,096	170,000	135,000	(35,000)	-20.6%
TOTAL INTERGOVERNMENTAL	**$ 3,537,359**	**$ 4,559,142**	**$ 5,373,653**	**$ 4,424,654**	**$ (948,999)**	**-17.7%**
Charges for Services:						
Zoning/development fees	41,159	8,198	7,500	10,000	2,500	33.3%
Plan check fees	348,837	160,822	160,000	160,000	-	0.0%
Maps and publications	354	449	500	500	-	0.0%
Notary/background check fees	-	10	20	-	(20)	-100.0%
Code enforcement fees	1,171	1,500	1,000	1,000	-	0.0%
Rents and concessions	5,401	7,790	5,000	5,000	-	0.0%
Credit card service fees	15,158	13,545	15,000	12,000	(3,000)	-20.0%
Cemetery lot sales	(1,300)	-	-	-	-	0.0%
Cemetery service fees	28,150	30,705	27,000	27,000	-	0.0%
Admin fee - Water	671,418	696,926	675,877	678,781	2,904	0.4%
Admin fee - Sewer	351,230	400,361	420,866	424,223	3,357	0.8%
Admin fee - Storm Water	390,999	408,911	408,380	419,001	10,621	2.6%
Admin fee - Sanitation	82,879	103,959	109,397	116,120	6,723	6.1%
Admin fee - RDA	241,591	292,787	319,523	347,672	28,149	8.8%
Admin fee - Streetlighting	33,702	33,197	31,960	38,621	6,661	20.8%
Admin fee - Fleet	92,375	100,879	125,005	126,845	1,840	1.5%
Harvest Days activities	535	-	-	-	-	0.0%
TOTAL CHARGES FOR SERVICES	**$ 2,303,659**	**$ 2,260,039**	**$ 2,307,028**	**$ 2,366,763**	**$ 59,735**	**2.6%**

General Fund Financing Sources

General Fund Financing Sources	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Fines and Forfeitures:						
Fines and forfeitures	723,870	830,674	803,000	763,000	(40,000)	-5.0%
Bad Debt Collections	83,000	82,012	70,000	35,000	(35,000)	-50.0%
Attorney fees recovered	20,905	8,714	10,000	10,000	-	0.0%
Traffic school	1,560	4,360	2,000	2,000	-	0.0%
TOTAL FINES AND FORFEITURES	**$ 829,335**	**$ 925,760**	**$ 885,000**	**$ 810,000**	**$ (75,000)**	**-8.5%**
Miscellaneous:						
Interest revenue	228,979	350,218	200,000	160,000	(40,000)	-20.0%
Interest on restricted funds	-	-	-	-	-	0.0%
Proceeds from insurance	19,049	8,325	-	-	-	0.0%
Proceeds from sale of assets	17,970	-	-	-	-	0.0%
Sundry revenues	26,367	7,095	5,000	5,000	-	0.0%
ULGT dividend/grant	7,978	8,935	8,935	8,935	-	0.0%
Cash Over & Short	(5)	50	-	-	-	0.0%
Event Application Fee Revenue	1,695	1,900	-	-	-	0.0%
TOTAL MISCELLANEOUS:	**$ 302,033**	**$ 376,523**	**$ 213,935**	**$ 173,935**	**$ (40,000)**	**-18.7%**
USE OF FUND BALANCE	**$ -**	**$ -**	**$ 3,514,952**	**$ 90,576**	**$ (3,424,376)**	**-97.4%**
TOTAL GENERAL FUND FINANCING SOURCES	**$ 25,850,910**	**$ 26,807,568**	**$ 31,222,599**	**$ 26,989,546**	**$ (4,233,053)**	**-13.6%**

Mayor and City Council



Department Description

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

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

Budget

Mayor and City Council	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries [1]	165,400	177,513	185,488	197,679	12,191	6.6%
Benefits[2]	159,775	165,436	148,435	100,314	(48,121)	-32.4%
Car Allowance	4,984	4,800	4,800	4,800	-	0.0%
Total Personnel	**330,159**	**347,749**	**338,723**	**302,794**	**(35,929)**	**-10.6%**
Operating						
Education and Travel[3]	2,345	2,823	3,500	5,000	1,500	42.9%
Information Technology Equipment (Interfund)[4]	9,267	7,894	14,186	19,341	5,155	36.3%
Communications and Telephone	419	403	403	403	-	0.0%
Miscellaneous Supplies	5,921	6,169	6,750	6,750	-	0.0%
City Council Priorities	947	409	5,000	5,000	-	0.0%
Mayor's Priorities[5]	-	311	25,000	5,000	(20,000)	-80.0%
Miscellaneous Services	308	42	5,000	5,000	-	0.0%
Total Operating	**19,207**	**18,051**	**59,839**	**46,494**	**(13,345)**	**-22.3%**
TOTAL EXPENDITURES	**$ 349,366**	**$ 365,800**	**$ 398,562**	**$ 349,287**	**$ (49,275)**	**-12.4%**

At a Glance:

Total Budget: $349,287 | Elected Officials: 6

Budget Continued

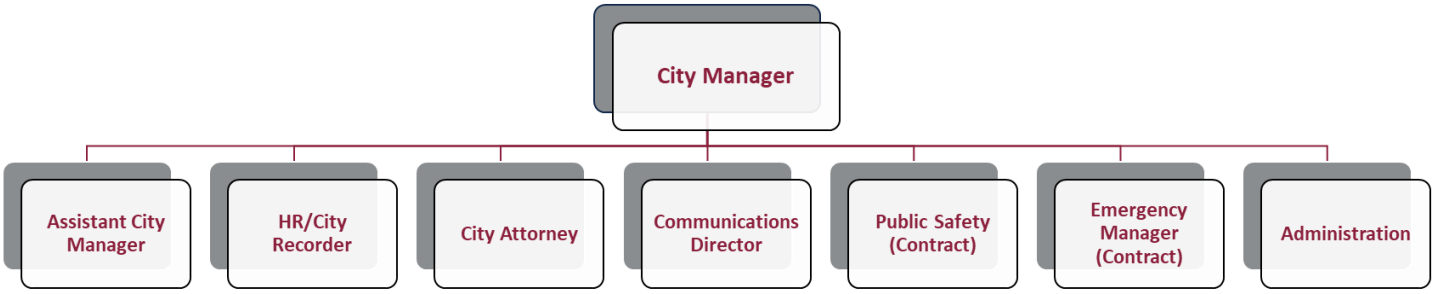
1. FY2026 Market, COLA, & Merit Salary Adjustments
2. Changes to mayor/councilmember benefit selections
3. Additional funds for conference attendance
4. Updated hardware replacement costs distributed to departments
5. Removal of one-time request for Renewable Energy Program

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Part-Time				
Mayor	0.50	0.50	0.50	0.50
City Council Members	2.50	2.50	2.50	2.50
TOTAL MAYOR AND CITY COUNCIL	**3.00**	**3.00**	**3.00**	**3.00**

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

Administration



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

Budget

Administration	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	380,363	388,247	612,075	668,124	56,049	9.2%
Benefits[2]	146,618	172,098	280,205	296,090	15,885	5.7%
Car Allowance	8,885	8,654	9,000	9,000	-	0.0%
Total Personnel	**535,866**	**568,999**	**901,280**	**973,214**	**71,934**	**8.0%**
Operating						
Subscriptions and Memberships	2,432	1,062	3,550	2,500	(1,050)	-29.6%
Education and Travel[3]	663	4,052	7,000	9,500	2,500	35.7%
Information Technology Equipment (Interfund)[4]	5,685	4,321	10,886	13,263	2,377	21.8%
Communications and Telephone	791	744	966	966	-	0.0%
Professional Services	84,996	84,996	115,000	115,000	-	0.0%
Miscellaneous Supplies	2,687	2,383	3,500	3,500	-	0.0%
Miscellaneous Services	1,266	127	500	500	-	0.0%
Total Operating	**98,520**	**97,685**	**141,402**	**145,229**	**3,827**	**2.7%**
TOTAL EXPENDITURES	**$ 634,386**	**$ 666,684**	**$ 1,042,682**	**$ 1,118,443**	**$ 75,761**	**7.3%**

At a Glance:

Total Budget: $1,118,443 | Full-Time Equivalent Employees: 5.8

Budget Continued

1 FY2026 Market, COLA, & Merit Salary Adjustments, Addition of Events Coordinator

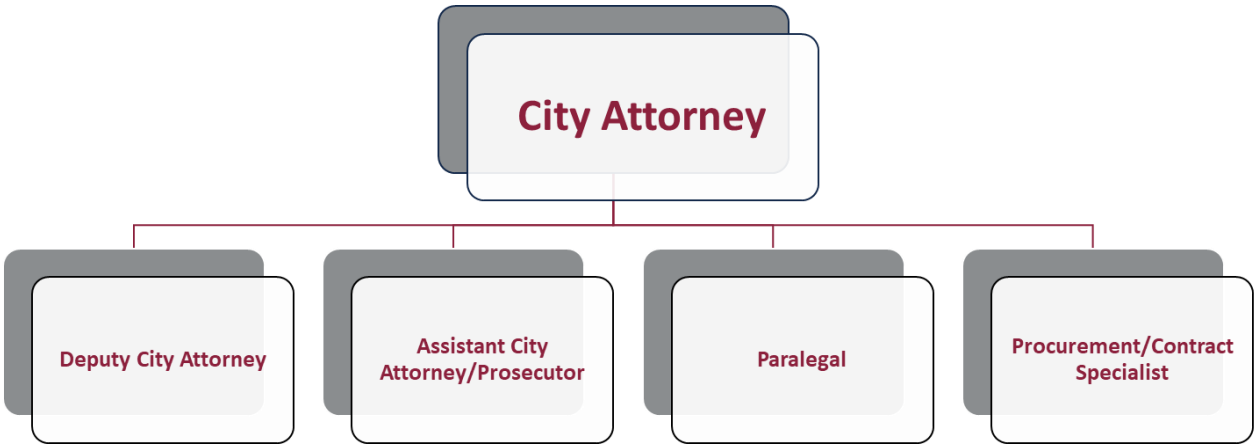
2 Addition of Events Coordinator benefits

3 Additional funds for conference attendance

4 Updated hardware replacement costs distributed to departments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
City Manager	1.00	1.00	1.00	1.00
Assistant City Manager	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00
Executive Assistant	0.50	0.50	0.50	0.50
Policy & Program Manager	-	1.00	1.00	1.00
Coalition Coordinator	-	1.00	1.00	1.00
Events Coordinator	-	-	-	0.30
TOTAL ADMINISTRATION	**3.50**	**5.50**	**5.50**	**5.80**



Department Description

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

Budget

City Attorney	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	449,779	504,447	580,700	640,010	59,310	10.2%
Overtime	-	283	3,000	500	(2,500)	-83.3%
Benefit[2]	205,899	248,823	304,666	261,073	(43,593)	-14.3%
Car Allowance	6,173	5,769	6,000	6,000	-	0.0%
Total Personnel	**661,851**	**759,322**	**894,366**	**907,583**	**13,217**	**1.5%**
Operating						
Subscriptions and Memberships[3]	7,534	7,510	17,500	16,800	(700)	-4.0%
Education and Travel[3]	6,972	9,178	10,500	12,250	1,750	16.7%
Information Technology Equipment (Interfund)[4]	5,043	6,599	9,200	14,503	5,303	57.6%
Communications and Telephone	1,127	1,420	1,500	1,500	-	0.0%
Professional Services[3]	23,016	11,604	100,000	40,000	(60,000)	-60.0%
Education and Training	84,415	81,835	85,000	85,000	-	0.0%
Miscellaneous Supplies	855	435	1,000	1,000	-	0.0%
Total Operating	**128,962**	**118,581**	**224,700**	**171,053**	**(53,647)**	**-23.9%**
TOTAL EXPENDITURES	**$ 790,813**	**$ 877,903**	**$ 1,119,066**	**$ 1,078,636**	**$ (40,430)**	**-3.6%**

At a Glance:

Total Budget: $1,078,636 | Full-Time Equivalent Employees: 5.33

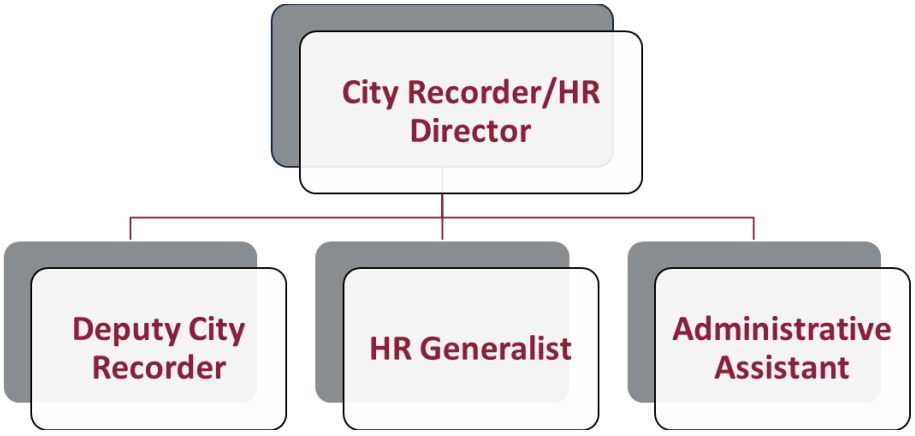
Budget Continued

1. FY2026 Market, COLA, & Merit Salary Adjustments, addition of RDA Attorney
2. Actual benefit costs for new employees
3. Addition of education funds for RDA Attorney
4. Updated hardware replacement costs distributed to departments
5. Removal of one-time litigation funding

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
City Attorney	1.00	1.00	1.00	1.00
Deputy City Attorney	1.00	1.00	1.00	1.00
Paralegal/Executive Assistant	1.00	1.00	1.00	1.00
Assistnat City Attorney/Prosecutor	-	1.00	1.00	1.00
Procurement/Contract Specialist	-	1.00	1.00	1.00
RDA Attorney	-	-	-	0.33
TOTAL CITY ATTORNEY	**3.00**	**5.00**	**5.00**	**5.33**

City Recorder



Department Description

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

Budget

City Recorder	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	213,602	251,139	237,372	252,969	15,597	6.6%
Overtime	-	101	200	200	-	0.0%
Benefits[2]	86,742	84,157	99,002	76,853	(22,149)	-22.4%
Car Allowance	3,115	3,000	3,000	3,000	-	0.0%
Total Personnel	**303,459**	**338,397**	**339,574**	**333,022**	**(6,552)**	**-1.9%**
Operating						
Subscriptions and Memberships	1,390	550	500	500	-	0.0%
Public Notices	1,541	133	7,500	2,500	(5,000)	-66.7%
Education and Travel	2,526	2,412	4,500	4,500	-	0.0%
Information Technology Equipment (Interfund)[3]	5,008	4,265	6,815	8,434	1,619	23.8%
Communications and Telephone	419	403	600	600	-	0.0%
Codification	5,183	6,909	14,200	14,200	-	0.0%
Election Supplies[4]	-	57,820	500	37,500	37,000	7400.0%
Miscellaneous Supplies	(844)	73	500	500	-	0.0%
Miscellaneous Services	123	-	500	500	-	0.0%
Total Operating	**15,346**	**72,565**	**35,615**	**69,234**	**33,619**	**94.4%**
TOTAL EXPENDITURES	**$ 318,805**	**$ 410,962**	**$ 375,189**	**$ 402,256**	**$ 27,067**	**7.2%**

At a Glance:

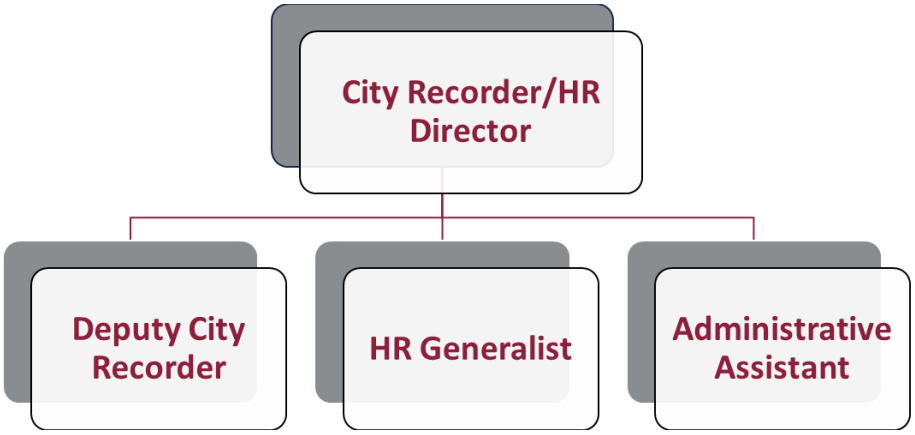
Total Budget: $402,256 | Full-Time Equivalent Employees: 2

Budget Continued

1. FY2026 Market, COLA, & Merit Salary Adjustments
2. Actual benefit costs for new employees
3. Updated hardware replacement costs distributed to departments
4. 2026 Municipal election costs

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
HR Director/City Recorder	1.00	1.00	1.00	1.00
Deputy City Recorder	1.00	1.00	1.00	1.00
TOTAL CITY RECORDER	**2.00**	**2.00**	**2.00**	**2.00**



Department Description

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

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

Budget

Human Resources	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	77,863	93,586	81,144	84,405	3,261	4.0%
Overtime	-	84	500	500	-	0.0%
Benefits	30,919	41,896	50,968	50,089	(879)	-1.7%
Total Personnel	**108,782**	**135,566**	**132,612**	**134,994**	**2,382**	**1.8%**
Operating						
Subscriptions and Memberships	816	1,173	2,500	2,000	(500)	-20.0%
Public Notices - Job Postings	1,450	1,691	2,000	2,000	-	0.0%
Education and Travel[2]	1,954	4,504	5,000	6,000	1,000	20.0%
Information Technology Equipment (Interfund)[3]	2,195	996	3,848	4,135	287	7.5%
Professional Services	1,696	3,635	24,000	24,000	-	0.0%
Software	1,295	1,425	3,900	1,425	(2,475)	-63.5%
Miscellaneous Supplies	280	1,540	1,500	1,500	-	0.0%
Miscellaneous Services	58	50	500	500	-	0.0%
Total Operating	**9,744**	**15,014**	**43,248**	**41,560**	**(1,688)**	**-3.9%**
TOTAL EXPENDITURES	**$ 118,526**	**$ 150,580**	**$ 175,860**	**$ 176,554**	**$ 694**	**0.4%**

At a Glance:

Total Budget: $176,554 | Full-Time Equivalent Employees: 1

Budget Continued

1. FY2026 Market, COLA, & Merit Salary Adjustments
2. Additional conference attendance
3. Updated hardware replacement ware replacement costs distributed to departments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
HR Generalist	1.00	1.00	1.00	1.00
TOTAL HUMAN RESOURCES	**1.00**	**1.00**	**1.00**	**1.00**

Employee Services

Department Description

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

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

Budget

Employee Services	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Operating						
Employee Assistance Program	4,000	4,000	4,000	4,000	-	-100.0%
Flex Spending Plan Admin Fee	1,676	1,610	2,100	2,100	-	-100.0%
Drug Screening Services	3,903	3,186	3,500	3,500	-	-100.0%
Education Reimbursement Program	3,914	1,807	10,000	3,000	(7,000)	-333.3%
Unemployment Insurance	1,490	-	6,000	1,500	(4,500)	-400.0%
Miscellaneous Supplies	135	549	12,500	500	(12,000)	-2500.0%
Miscellaneous Services	-	40	1,000	1,000	-	-100.0%
Employee Association	22,810	21,507	21,000	21,000	-	-100.0%
Employee Recognition Program	3,300	2,600	2,000	2,000	-	-100.0%
Safety Award Program	6,410	6,293	7,200	7,200	-	-100.0%
TOTAL EXPENDITURES	**$47,638**	**$41,592**	**$ 69,300**	**$ 45,800**	**$ (23,500)**	**-151.3%**

At a Glance:

Total Budget: $45,800 | Full-Time Equivalent Employees: 0

Communications



Department Description

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

Budget

Communications	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	97,495	103,629	107,749	120,786	13,037	12.1%
Benefits[2]	51,764	54,101	58,595	59,821	1,226	2.1%
Car Allowance	3,115	3,000	3,000	3,000	-	0.0%
Total Personnel	**152,374**	**160,730**	**169,344**	**183,607**	**14,263**	**8.4%**
Operating						
Subscriptions and Memberships	2,047	1,369	1,200	1,200	-	0.0%
Education and Travel	1,840	1,378	2,600	2,600	-	0.0%
Information Technology Equipment (Interfund)[3]	1,310	726	5,471	6,375	904	16.5%
Communications and Telephone	419	403	403	403	-	0.0%
Professional Services	2,360	1,421	15,000	8,000	(7,000)	-46.7%
Newsletter	26,272	24,000	24,000	24,000	-	0.0%
Software[4]	38,136	32,633	36,000	38,000	2,000	5.6%
Miscellaneous Supplies	2,910	696	1,000	1,000	-	0.0%
Miscellaneous Services	18	103	600	600	-	0.0%
Volunteer Appreciation	961	-	-	-	-	0.0%
Total Operating	**76,273**	**62,729**	**86,274**	**82,178**	**(4,096)**	**-4.7%**
TOTAL EXPENDITURES	**$ 228,647**	**$ 223,459**	**$ 255,618**	**$ 265,784**	**$ 10,166**	**4.0%**

At a Glance:

Total Budget: $265,784 | Full-Time Equivalent Employees: 1

Budget Continued

1. FY2026 Market, COLA, & Merit Salary Adjustments
2. FY2026 Benefit Increase
3. Updated hardware replacement ware replacement costs distributed to departments
4. Addition of TextMyGov software

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Communications Director	1.00	1.00	1.00	1.00
TOTAL COMMUNICATIONS	**1.00**	**1.00**	**1.00**	**1.00**

Department Description

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

Budget

Harvest Days	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Operating						
Permits	1,274	924	1,500	1,500	-	0.0%
Equipment	18,898	11,178	12,000	12,000	-	0.0%
Supplies and Advertising	11,832	17,324	12,000	12,000	-	0.0%
Professional Services	10,000	21,475	25,000	25,000	-	0.0%
Entertainment[1]	16,231	15,951	21,000	26,000	5,000	23.8%
Parade	10,439	3,938	5,000	5,000	-	0.0%
Fireworks	13,000	13,000	13,000	13,000	-	0.0%
Other Activities	8,265	5,337	5,500	5,500	-	0.0%
City Float	699	6,000	-	-	-	0.0%
Miscellaneous Services	5,000	-	-	-	-	0.0%
TOTAL EXPENDITURES	**$ 95,638**	**$ 95,127**	**$ 95,000**	**$ 100,000**	**$ 5,000**	**5.3%**

1 Increase in entertainment costs

At a Glance:

Total Budget: $100,000 | Full-Time Equivalent Employees: 0

Community & Intergovernmental Relations

Department Description

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

Budget

Community and Intergovernmental Relations	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	35,449	38,264	39,527	40,853	1,326	3.4%
Part-Time Salaries	958	-	-	-	-	0.0%
Benefits	8,362	9,322	9,841	9,294	(547)	-5.6%
Uniform Allowance	-	-	300	-	(300)	-100.0%
Total Personnel	**44,769**	**47,586**	**49,668**	**50,147**	**479**	**1.0%**
Operating						
Subscriptions and Memberships[2]	28,544	29,302	30,500	30,700	200	0.7%
Information Technology Equipment (Interfund)[3]	998	1,619	1,675	2,336	661	39.4%
Vehicle Operating Costs (Interfund)[3]	11,247	12,576	13,248	13,995	747	5.6%
Communications and Telephone	380	-	500	500	-	0.0%
Professional Services	-	140	2,000	500	(1,500)	-75.0%
Cinco De Mayo Celebration	-	-	200	-	(200)	-100.0%
Grant to Boys & Girls Club	-	40,000	40,000	40,000	-	0.0%
Grant to Arts Council	45,000	45,000	45,000	45,000	-	0.0%
Grant to CBC	40,000	40,000	40,000	40,000	-	0.0%
Business & Prop. Improvement Prog.	-	-	200,000	-	(200,000)	-100.0%
Miscellaneous Supplies	348	103	1,000	500	(500)	-50.0%
Miscellaneous Services	-	86	1,000	500	(500)	-50.0%
Hillcrest Sports Grants	4,350	2,275	5,000	5,000	-	0.0%
Total Operating	**130,867**	**171,101**	**380,123**	**179,031**	**(201,092)**	**-52.9%**
Capital						
Fleet Vehicle Replacement (Interfund)	5,782	5,782	5,782	5,782	-	0.0%
TOTAL EXPENDITURES	**$ 181,418**	**$ 224,469**	**$ 435,573**	**$ 234,960**	**$ (200,613)**	**-46.1%**

At a Glance:

Total Budget: $234,960 | Full-Time Equivalent Employees: .75

Community & Intergovernmental Relations

Budget Continued

1 FY2026 Market, COLA, & Merit Salary Adjustments

2 Increase in ULCT membership fee

3 Updated hardware replacement ware replacement costs distributed to departments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Part-Time				
Van Driver/Maintenance Worker	0.75	0.75	0.75	0.75
Receptionist - Museum	0.25	0.25	-	-
TOTAL COMMUNITY AND INTERGOVERNMENTAL RELATIONS	**1.00**	**1.00**	**0.75**	**0.75**

Non-Departmental

Department Description

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

Budget

Non-Departmental	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Operating						
Office supplies	36,739	40,162	40,000	40,000	-	0.0%
Postage	14,492	16,282	16,000	16,000	-	0.0%
Bank charges[1]	13,911	16,542	15,680	19,500	3,820	24.4%
Vehicle operating costs	4,499	5,030	5,299	5,598	299	5.6%
Insurance and surety	63,203	63,023	63,800	63,800	-	0.0%
Trustee and bond related fees	-	-	-	-	-	0.0%
Loss contingency	282	6,575	8,200	8,200	-	0.0%
Miscellaneous supplies	-	486	5,500	500	(5,000)	-90.9%
Miscellaneous services	1,964	4,509	1,700	1,700	-	0.0%
Total Operating	**135,090**	**152,609**	**156,179**	**155,298**	**(881)**	**-0.6%**
Capital						
Fleet Vehicle Replacement	5,202	2,887	2,259	2,259	-	0.0%
TOTAL EXPENDITURES	**$ 140,292**	**$ 155,496**	**$ 158,438**	**$ 157,557**	**$ (881)**	**-0.6%**

1 Increase in credit card processing fees

At a Glance:

Total Budget: $157,557 | Full-Time Equivalent Employees: 0

Contributions

Department Description

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

Budget

Contributions

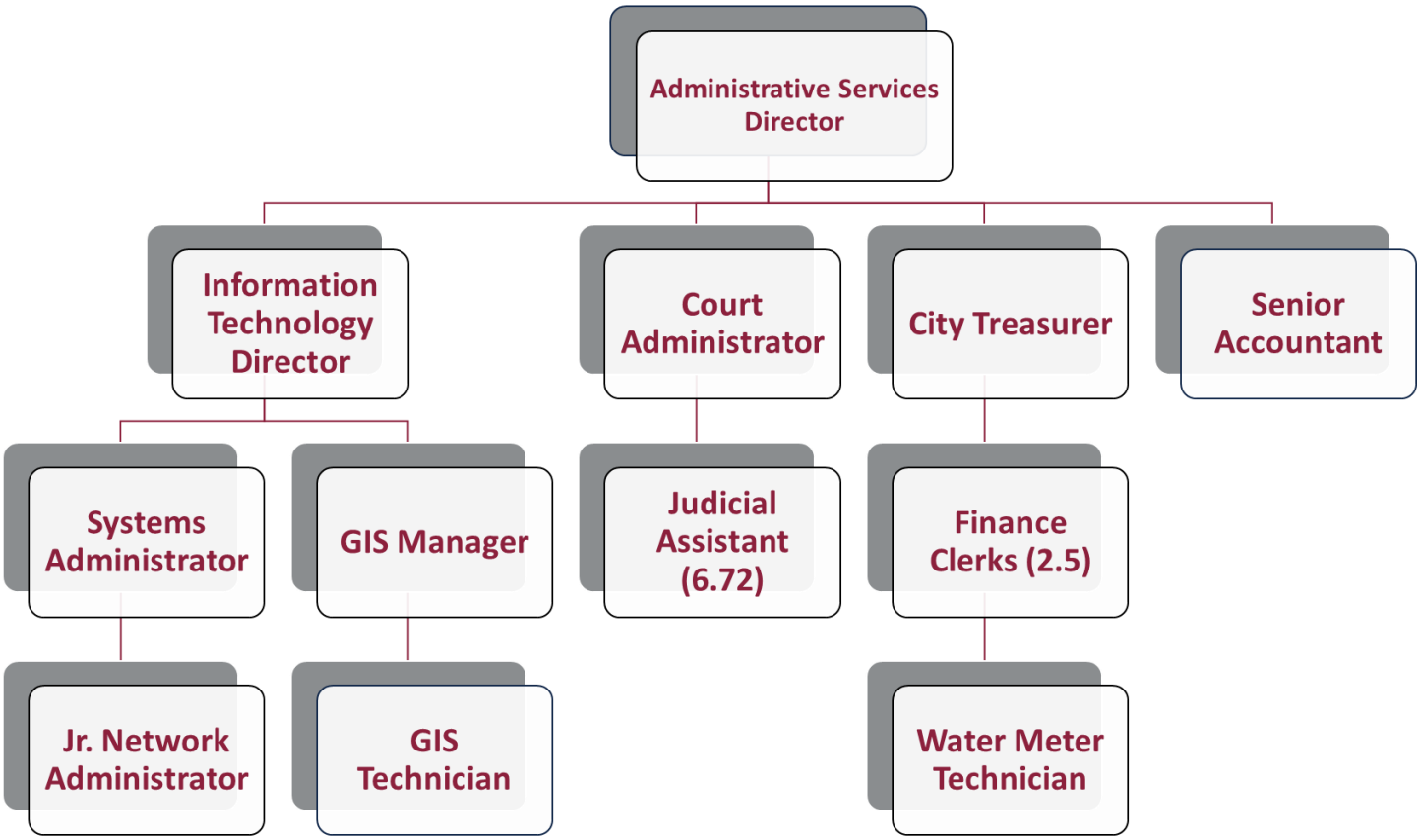
	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Transfer to Capital Projects	1,987,600	1,978,309	3,350,000	-	(3,350,000)	-100.0%
Transfer to Public Safety Fund[1]	-	-	-	13,695,603	13,695,603	0.0%
Transfer to IT Fund	200,000	-	50,000	-	(50,000)	-100.0%
Transfer to RDA	-	318,499	-	-	-	0.0%
Transfer to Debt Service Fund	1,157,961	1,134,725	1,063,210	1,061,446	(1,764)	-0.2%
Transfer to Telecomm Fund	702,484	695,612	692,985	693,248	263	0.0%
Transfer to Sanitation Fund	8,100	-	-	-	-	0.0%
TOTAL CONTRIBUTIONS	**$ 4,056,145**	**$ 4,127,145**	**$ 5,156,195**	**$ 15,450,297**	**$ 10,294,102**	**199.6%**

1 Creation of Public Safety Fund

At a Glance:

Total Budget: $15,450,297 | Full-Time Equivalent Employees: 0

Administrative Services—Administration



Department Description

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

At a Glance:

Total Budget: $235,812 | Full-Time Equivalent Employees: 1

Administrative Services—Administration

Budget

Administrative Services - Administration	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	135,950	144,485	150,229	162,337	12,108	8.1%
Benefits[2]	53,168	56,675	59,925	62,195	2,270	3.8%
Car Allowance	3,115	3,000	3,000	3,000	-	0.0%
Total Personnel	**192,233**	**204,160**	**213,154**	**227,532**	**14,378**	**6.7%**
Operating						
Subscriptions and Memberships	76	51	400	400	-	0.0%
Education and Travel	1,052	600	1,500	1,500	-	0.0%
Information Technology Equipment (Interfund)[3]	3,236	1,228	1,497	4,480	2,983	199.3%
Communications and Telephone	419	403	400	400	-	0.0%
Professional Services	-	-	500	500	-	0.0%
Miscellaneous Supplies	244	367	500	500	-	0.0%
Miscellaneous Services	88	500	500	500	-	0.0%
Total Operating	**5,115**	**3,149**	**5,297**	**8,280**	**2,983**	**56.3%**
TOTAL EXPENDITURES	**$ 197,348**	**$ 207,309**	**$ 218,451**	**$ 235,812**	**$ 17,361**	**7.9%**

1 FY2026 Market, COLA, & Merit Salary Adjustments

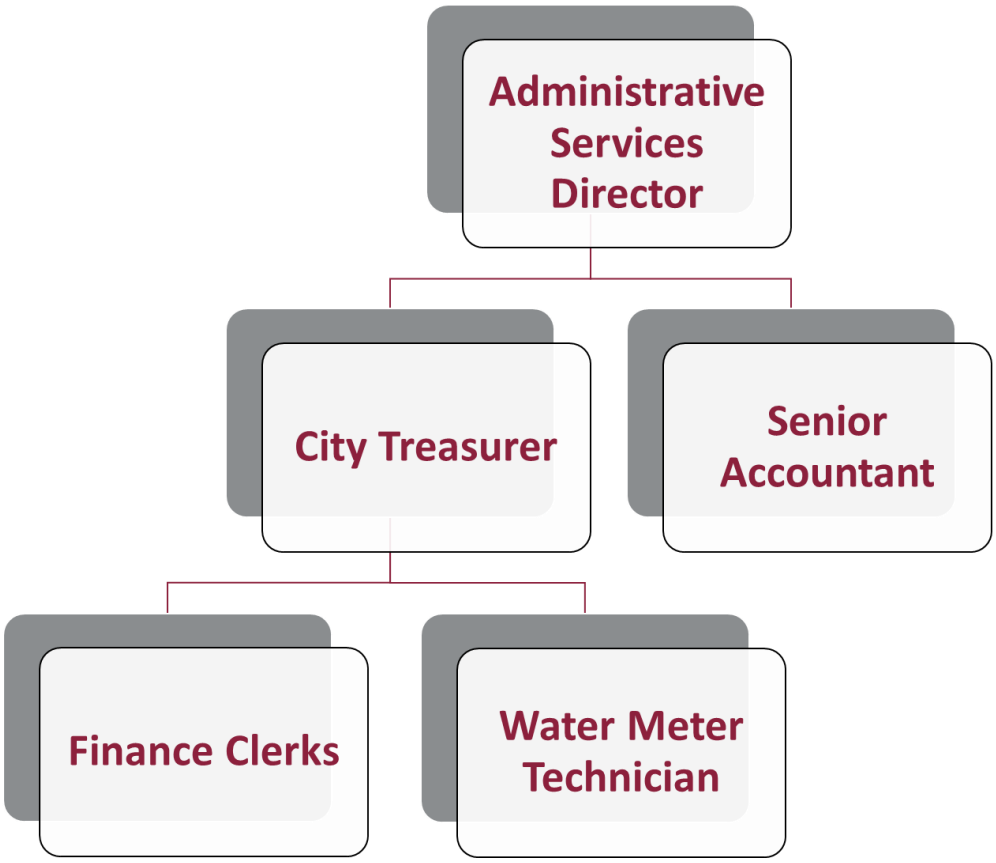
2 FY2026 Benefit Increase

3 Updated hardware replacement ware replacement costs distributed to departments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Administrative Services Director	1.00	1.00	1.00	1.00
TOTAL ADMINISTRATIVE SERVICES ADMIN	**1.00**	**1.00**	**1.00**	**1.00**

Administrative Services—Finance



Department Description

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

At a Glance:

Total Budget: $406,436 | Full-Time Equivalent Employees: 2.85

Administrative Services—Finance

Budget

Administrative Services - Finance	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	299,247	255,323	249,240	227,518	(21,722)	-8.7%
Benefits[1]	164,130	123,455	138,213	111,480	(26,733)	-19.3%
Uniforms	733	794	675	675	-	0.0%
Total Personnel	**464,110**	**379,572**	**388,128**	**339,673**	**(48,455)**	**-12.5%**
Operating						
Subscriptions and Memberships	756	800	1,100	600	(500)	-45.5%
Education and Travel	4,168	3,530	4,500	4,500	-	0.0%
Repairs, Maintenance, and Supplies	148	758	400	400	-	0.0%
Information Technology Equipment (Interfund)[2]	14,050	8,619	11,965	21,733	9,768	81.6%
Communications and Telephone	1,015	1,154	1,000	1,000	-	0.0%
Professional Services[3]	27,030	25,900	31,500	36,530	5,030	16.0%
Tool allowance	2,916	1,102	1,500	1,000	(500)	-33.3%
Miscellaneous Supplies	436	413	500	500	-	0.0%
Miscellaneous Services	123	404	500	500	-	0.0%
Total Operating	**50,642**	**42,680**	**52,965**	**66,763**	**13,798**	**26.1%**
TOTAL EXPENDITURES	**$ 514,752**	**$ 422,252**	**$ 441,093**	**$ 406,436**	**$ (34,657)**	**-7.9%**

1 FY2026 Market, COLA, & Merit Salary Adjustments, moving full-time finance clerk to utility billing and part-time clerk to finance

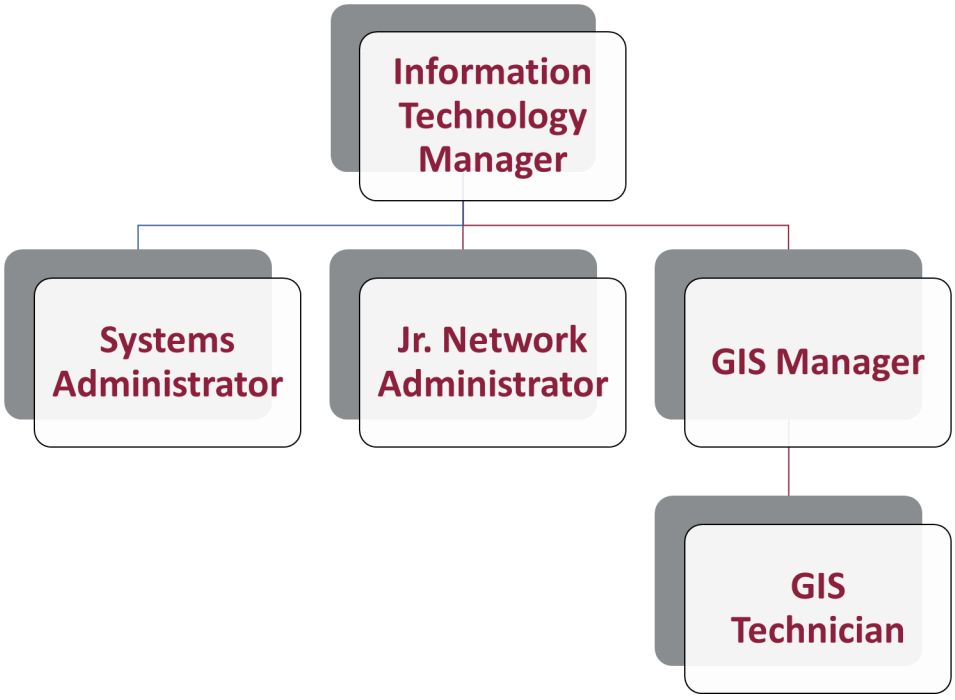
2 Updated hardware replacement ware replacement costs distributed to departments

3 Increased cost to audit and addition of a single audit

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Assistant Finance Director	1.00	1.00	1.00	-
Procurement/Contract Specialist	1.00	1.00	-	-
City Treasurer	0.35	0.35	0.35	0.35
Sr. Accountant	-	-	-	1.00
Accountant	-	1.00	-	-
Finance Clerk	2.00	1.00	2.00	1.50
TOTAL FINANCE	**4.35**	**4.35**	**3.35**	**2.85**

Administrative Services—Information Technology



Department Description

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

At a Glance:

Total Budget: $871,576 | Full-Time Equivalent Employees: 3.3

Administrative Services—Information Technology

Budget

Administrative Services - Information Technology	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	370,507	320,661	344,949	356,712	11,763	3.4%
Overtime	32	-	-	-	-	0.0%
Benefits[2]	157,970	142,534	154,146	163,158	9,012	5.8%
Car Allowance	3,115	3,000	3,000	3,000	-	0.0%
Total Personnel	**531,624**	**466,195**	**502,095**	**522,870**	**20,775**	4.1%
Operating						
Subscriptions and Memberships	-	-	3,500	3,500	-	0.0%
Education and Travel	6,035	11,810	15,000	15,000	-	0.0%
Information Technology Equipment (Interfund)[3]	38,123	12,738	16,144	19,936	3,792	23.5%
Internet and Wireless[4]	20,851	20,029	4,500	6,200	1,700	37.8%
Communications and Telephone	26,147	25,941	32,695	28,695	(4,000)	-12.2%
Professional Services	21,155	20,860	53,325	46,825	(6,500)	-12.2%
Computer Equipment	9,989	13,700	15,000	15,000	-	0.0%
Network Equipment[5]	2,205	32,079	-	5,000	5,000	0.0%
Software	9,970	106	2,000	2,000	-	0.0%
Software Support	167,486	189,787	204,480	205,550	1,070	0.5%
Miscellaneous Supplies	466	631	500	500	-	0.0%
Miscellaneous Services	45	172	500	500	-	0.0%
Total Operating	**302,472**	**327,853**	**347,644**	**348,706**	**1,062**	0.3%
TOTAL EXPENDITURES	**$ 834,096**	**$ 794,048**	**$ 849,739**	**$ 871,576**	**$ 21,837**	2.6%

1 FY2026 Market, COLA, & Merit Salary Adjustments

2 FY2026 Benefit Increase

3 Updated hardware replacement ware replacement costs distributed to departments

4 Addition of redundant internet

5 Incidental switch repair

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Information Technology Director	1.00	1.00	1.00	1.00
Systems Administrator	1.00	1.00	1.00	1.00
Network Administrator	1.00	0.00	0.00	0.00
Information Technology Technician	0.60	0.00	0.00	0.00
Jr. Network Admimistrator	0.00	0.60	0.60	0.60
GIS Manager	0.35	0.35	0.35	0.35
GIS Technician	0.35	0.35	0.35	0.35
TOTAL INFORMATION TECHNOLOGY	**4.30**	**3.30**	**3.30**	**3.30**

Administrative Services—Justice Court



Department Description

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

At a Glance:

Total Budget: $1,133,109 | Full-Time Equivalent Employees: 8.72

Administrative Services—Justice Court

Budget

Administrative Services - Justice Court	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	558,988	594,311	616,351	636,079	19,728	3.2%
Overtime	-	-	100	100	-	0.0%
Part-Time Wages	27,017	13,408	30,943	24,198	(6,745)	-21.8%
Benefits	278,734	314,149	349,953	312,242	(37,711)	-10.8%
Car Allowance	3,115	3,000	3,000	3,000	-	0.0%
Total Personnel	**867,854**	**924,868**	**1,000,347**	**975,619**	**(24,728)**	**-2.5%**
Operating						
Subscriptions and memberships	-	-	400	400	-	0.0%
Education and Travel	2,315	1,536	2,500	2,500	-	0.0%
Bank and card processing fees	12,362	14,056	15,000	15,000	-	0.0%
Repairs/maintenance/supplies	-	-	3,300	-	(3,300)	-100.0%
Information Technology Equipment (Interfund)[2]	18,851	19,417	21,053	35,789	14,736	70.0%
Communications/telephone	837	806	800	800	-	0.0%
Warrants enforcement	-	-	1,000	-	(1,000)	-100.0%
Judge pro tem fees	75	3,205	3,000	3,000	-	0.0%
Transport Fees	4,107	2,000	4,000	-	(4,000)	-100.0%
Witness fees	167	701	700	700	-	0.0%
Bailiff fees	53,344	57,511	73,200	78,200	5,000	6.8%
Interpreter fees	11,985	18,269	19,000	19,000	-	0.0%
Juror fees and supplies	609	455	600	600	-	0.0%
Miscellaneous supplies	773	5,422	750	750	-	0.0%
Miscellaneous services	413	254	750	750	-	0.0%
Total Operating	**105,838**	**123,632**	**146,053**	**157,489**	**11,436**	**7.8%**
TOTAL EXPENDITURES	**$ 973,692**	**$ 1,048,500**	**$ 1,146,400**	**$ 1,133,109**	**$ (13,291)**	**-1.2%**

Administrative Services—Justice Court

Budget Continued

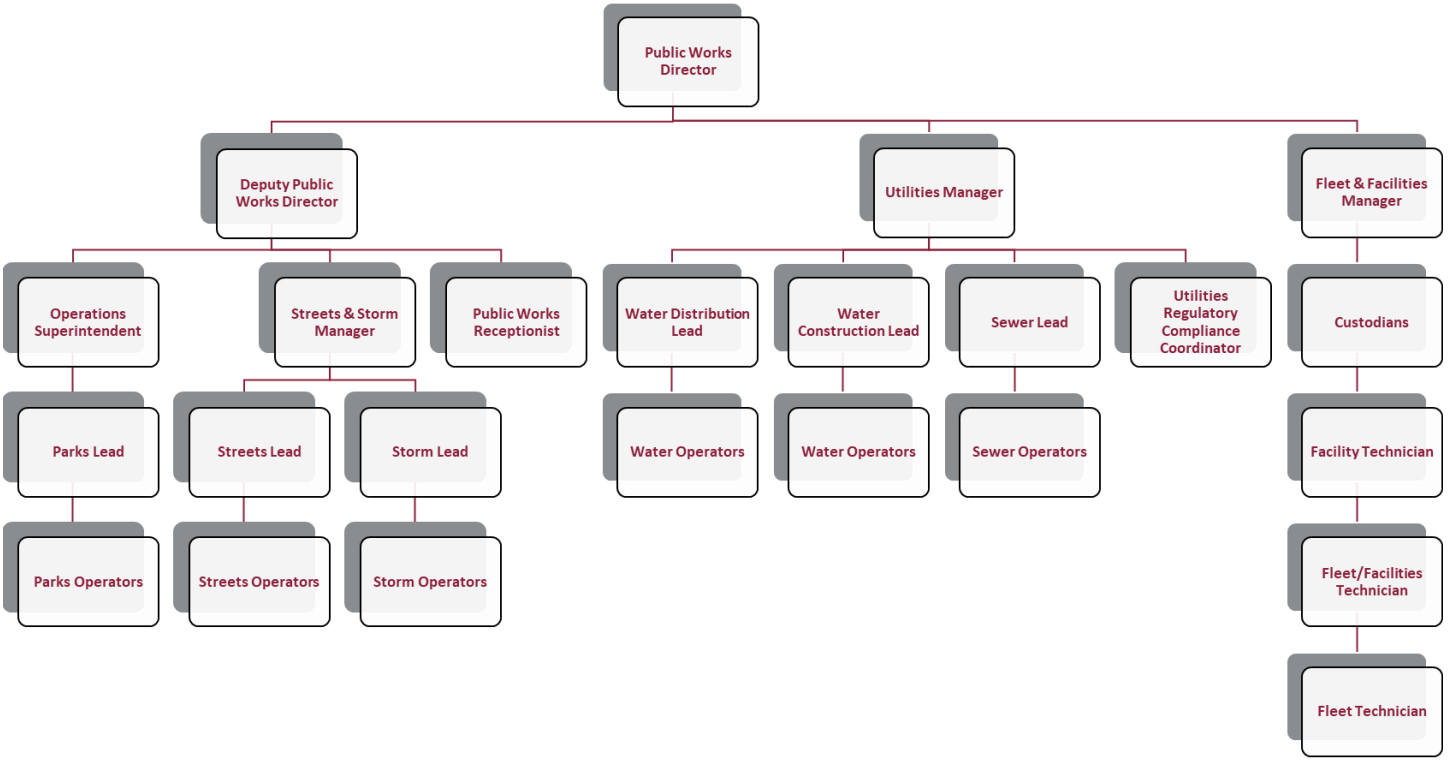
1 FY2026 Market, COLA, & Merit Salary Adjustments

2 Updated hardware replacement ware replacement costs distributed to departments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Judge	1.00	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00	1.00
Judicial Assistant I/II/III	6.00	6.00	6.00	6.00
Part-Time				
Judicial Assistant	0.72	0.72	0.72	0.72
TOTAL JUSTICE COURT	**8.72**	**8.72**	**8.72**	**8.72**

Public Works—Administration



Division Description

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

At a Glance:

Total Budget: $399,925 | Full-Time Equivalent Employees: 2.4

Public Works—Administration

Budget

Public Works Administration	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	214,143	224,046	236,494	238,454	1,960	0.8%
Overtime	703	585	1,050	300	(750)	-71.4%
Benefits	103,824	126,416	130,108	119,902	(10,206)	-7.8%
Total Personnel	**318,670**	**351,047**	**367,652**	**358,656**	**(8,996)**	**0.0%**
Operating						
Subscriptions and memberships	187	422	700	700	-	0.0%
Education and Travel	2,198	1,226	8,000	5,000	(3,000)	-37.5%
Repairs/maintenance/supplies	69	329	500	500	-	0.0%
Med/safety supplies	140	-	65,000	-	(65,000)	-100.0%
I.T. equipment[2]	8,012	8,517	10,799	14,585	3,786	35.1%
Vehicle operating costs[3]	6,748	7,546	7,949	8,397	448	5.6%
Communications/telephone	586	564	1,000	1,000	-	0.0%
Miscellaneous supplies	997	749	1,500	1,500	-	0.0%
Miscellaneous services	177	928	1,000	1,000	-	0.0%
Total Operating	**19,114**	**20,281**	**96,448**	**32,682**	**(63,766)**	**0.0%**
Capital						
Fleet Vehicle Replacement (Interfund)	2,625	4,439	11,506	8,587	(2,919)	0.0%
TOTAL EXPENDITURES	**$ 340,409**	**$ 375,767**	**$ 475,606**	**$ 399,925**	**$ (75,681)**	**0.0%**

1 FY2026 Market, COLA, & Merit Salary Adjustments

2 Updated hardware replacement ware replacement costs distributed to departments

3 Increased vehicle operating costs

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Public Works Director	0.30	0.30	0.30	0.30
Public Works Deputy Director	0.95	0.95	0.95	0.95
Operations Superintendent	0.15	0.15	0.15	0.15
Public Works Receptionist	1.00	1.00	1.00	1.00
TOTAL PUBLIC WORKS ADMIN	**2.40**	**2.40**	**2.40**	**2.40**



Division Description

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

At a Glance:

Total Budget: $1,087,897 | Full-Time Equivalent Employees: 5.45

Budget

Streets	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	286,629	295,426	329,368	346,084	16,716	5.1%
Overtime	9,766	7,721	10,900	10,900	-	0.0%
Benefits[2]	179,709	194,844	215,960	199,215	(16,745)	-7.8%
Uniform Allowance	3,278	3,357	4,650	4,150	(500)	-10.8%
Total Personnel	**479,382**	**501,348**	**560,878**	**560,350**	**(528)**	**-0.1%**
Operating						
Subscriptions and Memberships	-	-	100	100	-	0.0%
Education and Travel	4,095	1,969	8,800	5,800	(3,000)	-34.1%
Repairs, Maintenance, and Supplies	8,250	28,050	10,400	10,400	-	0.0%
Medical and Safety Supplies	893	2,065	2,200	1,200	(1,000)	-45.5%
Information Technology Equipment (Interfund)[3]	3,745	4,926	7,744	9,652	1,908	24.6%
Vehicle Operating Costs (Interfund)[4]	149,019	166,632	175,539	185,436	9,897	5.6%
Lease of Public Works Space	28,000	28,000	28,000	28,000	-	0.0%
Electricity - Signals	7,345	6,839	7,500	7,500	-	0.0%
Communications and Telephone	2,376	2,763	4,660	4,660	-	0.0%
Professional Services	95	-	-	-	-	0.0%
Special Highway Support	18,291	20,950	22,100	22,100	-	0.0%
Signal Maintenance	56,652	66,028	56,000	56,000	-	0.0%
Asphalt/Concrete	19,572	23,240	22,500	22,500	-	0.0%
Salt	46,791	26,399	27,600	27,600	-	0.0%
Signage	9,726	12,076	20,100	20,100	-	0.0%
Miscellaneous Supplies	-	-	8,000	500	(7,500)	-93.8%
Miscellaneous Services	-	1,000	1,000	1,000	-	0.0%
Total Operating	**354,850**	**390,937**	**402,243**	**402,548**	**305**	**0.1%**
Capital						
Fleet Vehicle Replacement (Interfund)[5]	107,248	109,554	119,180	124,999	5,819	4.9%
TOTAL EXPENDITURES	**$ 941,480**	**$ 1,001,839**	**$ 1,082,301**	**$ 1,087,897**	**$ 5,596**	**0.5%**

1 FY2026 Market, COLA, & Merit Salary Adjustments

2 Actual benefit costs for new employees

3 Updated hardware replacement ware replacement costs distributed to departments

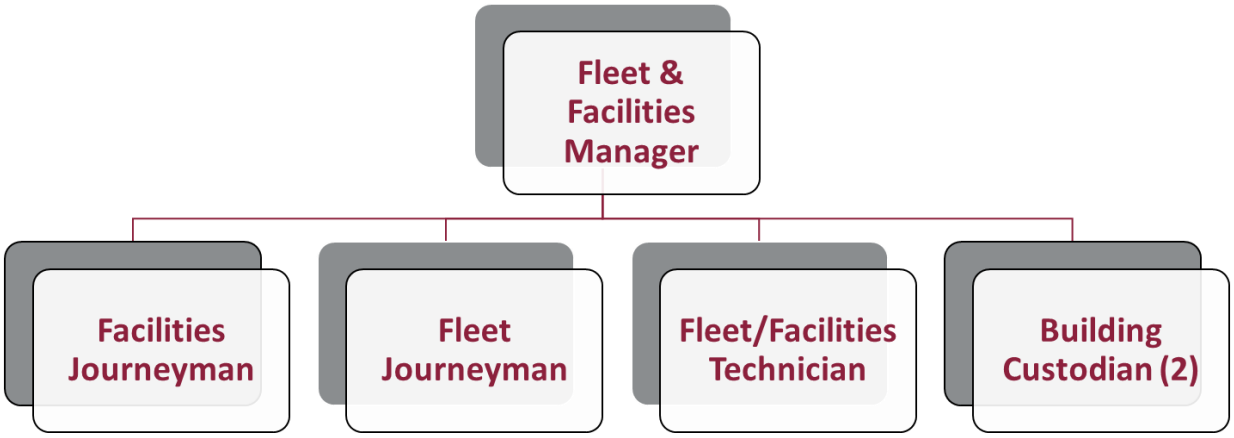
4 Increased vehicle operating costs

5 Increase in vehicle replacement charge

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Streets and Storm Water Manager	0.45	0.45	0.45	0.45
Streets Crew Lead	1.00	1.00	1.00	1.00
Equipment Operator I/II	4.00	4.00	4.00	4.00
TOTAL STREETS	**5.45**	**5.45**	**5.45**	**5.45**

Public Works—Facilities



Division Description

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

Budget

Facilities	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	199,169	232,408	258,703	248,630	(10,073)	-3.9%
Overtime	418	678	900	900	-	0.0%
Benefits[2]	133,312	143,313	184,406	155,390	(29,016)	-15.7%
Uniform Allowance	1,062	798	1,200	1,200	-	0.0%
Total Personnel	**333,961**	**377,197**	**445,209**	**406,120**	**(39,089)**	**-8.8%**
Operating						
Travel	657	150	800	800	-	0.0%
Repairs, Maintenance, and Supplies	51,659	56,614	58,700	58,700	-	0.0%
Medical and Safety Supplies	286	-	300	300	-	0.0%
Information Technology Equipment (Interfund)[3]	1,572	1,274	5,376	5,822	446	8.3%
Vehicle Operating Costs (Interfund)[4]	16,870	18,864	20,491	21,612	1,121	5.5%
Electricity	61,448	59,172	65,000	65,000	-	0.0%
Natural Gas	41,515	34,028	35,000	35,000	-	0.0%
Water and Sewer (Interfund)	94,616	102,685	126,370	126,370	-	0.0%
Communications and Telephone	2,951	2,857	3,412	3,412	-	0.0%
Professional Services	-	-	2,000	2,000	-	0.0%
Contract labor	-	-	10,400	-	(10,400)	-100.0%
Insurance - property	38,634	40,704	65,000	65,000	-	0.0%
Miscellaneous supplies	-	-	500	500	-	0.0%
Miscellaneous services	16,171	18,771	22,500	22,500	-	0.0%
Total Operating	**326,379**	**335,119**	**415,849**	**407,016**	**(8,833)**	**-2.1%**
Capital						
Building Improvements	10,256	16,518	24,500	24,500	-	0.0%
Fleet Vehicle Replacement (Interfund)	13,089	23,114	13,941	13,941	-	0.0%
Total Capital	**23,345**	**39,632**	**38,441**	**38,441**	-	**0.0%**
TOTAL EXPENDITURES	**$ 683,685**	**$ 751,948**	**$ 899,499**	**$ 851,577**	**$ (47,922)**	**-5.3%**

At a Glance:

Total Budget: $851,577 | Full-Time Equivalent Employees: 3.78

Budget Continued

1 FY2026 Market, COLA, & Merit Salary Adjustments, department restructuring

2 Actual benefit costs for new employees, department restructuring

3 Updated hardware replacement ware replacement costs distributed to departments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Fleet/Facilities/Park Superintendent	0.00	0.00	0.00	0.33
Fleet/Facilities Manager	0.50	0.50	0.50	0.00
Fleet Foreman	0.00	0.00	0.00	0.20
Facilities Journeyman	1.00	1.00	1.50	1.25
Apprentice Mechanic	0.20	0.20	0.20	0.00
Building Custodian	2.00	2.00	2.00	2.00
TOTAL BUILDING & GROUNDS	**3.70**	**3.70**	**4.20**	**3.78**

Public Works—Parks and Cemetery



Division Description

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

At a Glance:

Total Budget: $850,416 | Full-Time Equivalent Employees: 4.33

Public Works—Parks and Cemetery

Budget

Parks and Cemetery	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	167,970	215,579	242,019	237,657	(4,362)	-1.8%
Overtime	12,239	13,646	9,700	10,200	500	5.2%
Benefits[2]	96,169	124,862	131,194	130,139	(1,055)	-0.8%
Uniform Allowance	1,733	2,090	2,650	2,650	-	0.0%
Total Personnel	**278,111**	**356,177**	**385,563**	**380,646**	**(4,917)**	**-1.3%**
Operating						
Subscriptions and Memberships	592	1,601	1,500	1,500	-	0.0%
Education and Travel[3]	4,114	1,689	5,600	6,100	500	8.9%
Repairs, Maintenance, and Supplies	28,974	21,023	23,400	23,400	-	0.0%
Soft Fall Fill	1,168	6,919	9,000	8,000	(1,000)	-11.1%
Splash Pad Maintenance & Repair	-	1,763	5,000	5,000	-	0.0%
Playground Equipment Maitenance	-	6,167	33,833	33,833	-	0.0%
Medical and Safety Supplies	340	1,678	1,000	1,000	-	0.0%
Information Technology Equipment (Interfund)[4]	5,284	6,873	8,074	11,947	3,873	48.0%
Vehicle Operating Costs (Interfund)[5]	11,247	12,576	13,248	13,995	747	5.6%
Small Capital Purchases	-	-	-	-	-	0.0%
Electricity	21,783	19,882	21,000	21,000	-	0.0%
Communications and Telephone	1,317	2,492	2,170	2,170	-	0.0%
Contract Labor	219,569	315,014	350,000	300,000	(50,000)	-14.3%
Software	796	-	5,050	-	(5,050)	-100.0%
Miscellaneous Supplies	-	-	500	500	-	0.0%
Miscellaneous Services	14,883	-	2,000	2,000	-	0.0%
Total Operating	**310,067**	**397,677**	**481,375**	**430,445**	**(50,930)**	**-10.6%**
Capital						
Building Improvements	6,897	1,236	8,000	8,000	-	0.0%
Fleet Vehicle Replacement (Interfund)	41,430	39,655	38,178	31,325	(6,853)	-18.0%
Total Capital	**48,327**	**40,891**	**46,178**	**39,325**	**(6,853)**	**-14.8%**
TOTAL EXPENDITURES	**$ 636,505**	**$ 794,745**	**$ 913,116**	**$ 850,416**	**$ (62,700)**	**-6.9%**

1 FY2026 Market, COLA, & Merit Salary Adjustments, department restructuring

2 Actual benefit costs for new employees, department restructuring

3 Additional training costs

4 Updated hardware replacement ware replacement costs distributed to departments

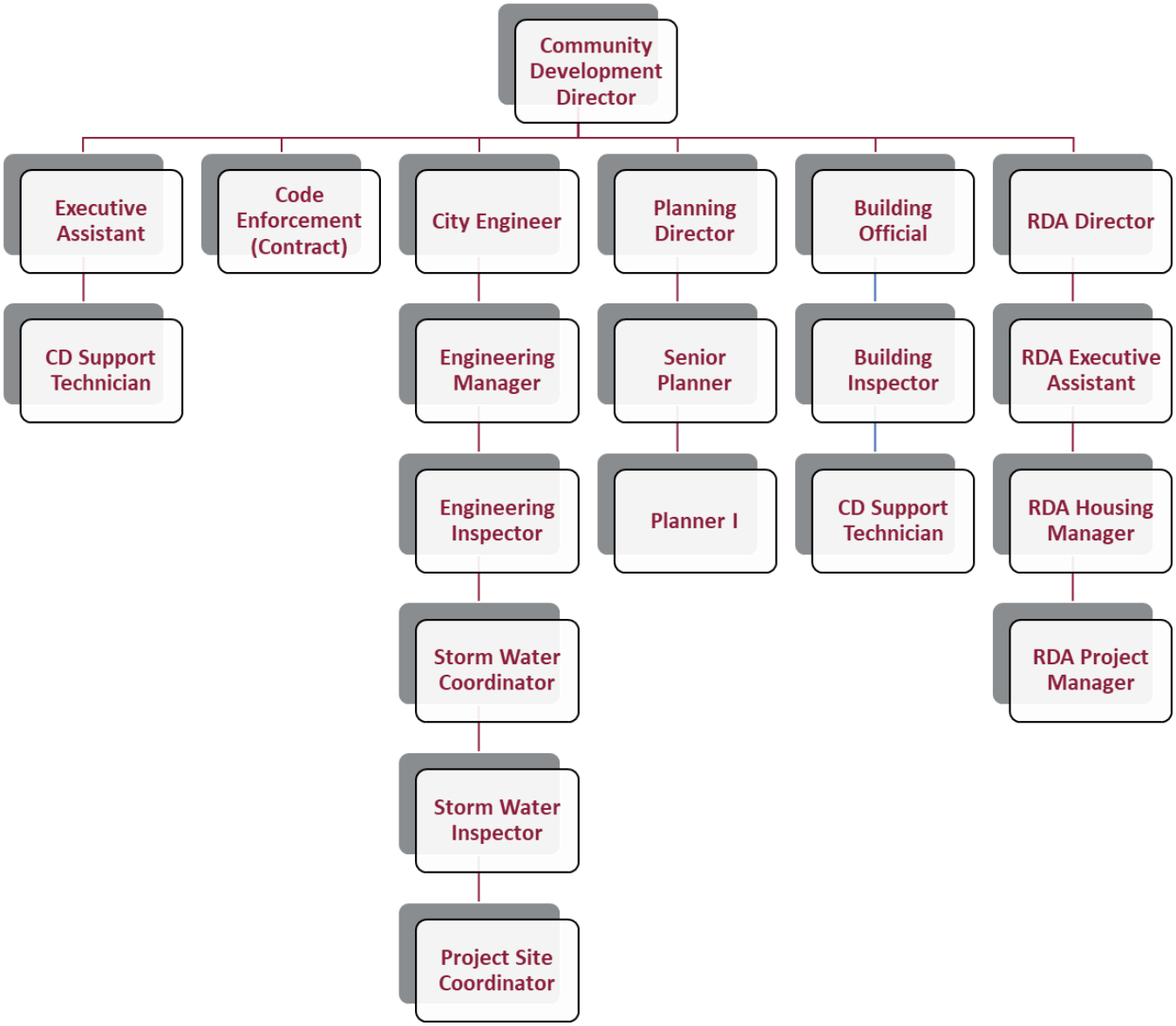
5 Increased vehicle operating costs

Public Works—Parks and Cemetery

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Fleet/Facilities/Park Superintendent	0.00	0.00	0.00	0.33
Parks Crew Lead	1.00	1.00	1.00	1.00
Parks Maintenance I	1.00	1.00	1.00	1.00
Parks Maintenance I	0.00	0.50	1.00	1.00
Equipment Operator I	1.00	1.00	1.00	1.00
TOTAL PARKS & CEMETERY	**3.00**	**3.50**	**4.00**	**4.33**

Community Development—Administration



Department Description

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

At a Glance:

Total Budget: $608,388 | Full-Time Equivalent Employees: 3.5

Community Development—Administration

Budget

Community Development Administration	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	435,723	452,359	402,671	355,750	(46,921)	-11.7%
Overtime	237	1,036	3,000	1,500	(1,500)	-50.0%
Benefits[1]	202,179	178,988	192,065	164,375	(27,690)	-14.4%
Car Allowance	6,000	4,038	3,000	3,000	-	0.0%
Total Personnel	**644,139**	**636,421**	**600,736**	**524,624**	**(76,112)**	**-12.7%**
Operating						
Subscriptions and Memberships	2,045	2,483	3,000	3,000	-	0.0%
Education and Travel	6,192	3,108	7,000	7,000	-	0.0%
Bank Charges	7,649	11,435	12,820	12,820		0.0%
Information Technology Equipment (Interfund)[2]	15,192	11,880	13,287	18,860	5,573	41.9%
Vehicle Operating Costs (Interfund)[3]	5,071	5,623	6,624	6,904	280	4.2%
Communications and Telephone	1,339	1,485	1,193	1,193	-	0.0%
Professional Services	12,375	-	35,589	10,000	(25,589)	-71.9%
Special Development Projects	2,435	9,224	10,000	10,000	-	0.0%
Economic Develoipment Promotions	-	10,060	37,097	10,000	(27,097)	-73.0%
Miscellaneous Supplies	1,023	845	1,000	1,000	-	0.0%
Miscellaneous Services	1,385	-	500	500	-	0.0%
Total Operating	**54,706**	**56,143**	**128,110**	**81,277**	**(46,833)**	**-36.6%**
Capital						
Fleet Vehicle Replacement (Interfund)	2,116	3,401	4,108	2,487	(1,621)	-39.5%
TOTAL EXPENDITURES	**$ 700,961**	**$ 695,965**	**$ 732,954**	**$ 608,388**	**$ (124,566)**	**-17.0%**

1 FY2026 Market, COLA, & Merit Salary Adjustments, moving Community Development Support to Building Inspections

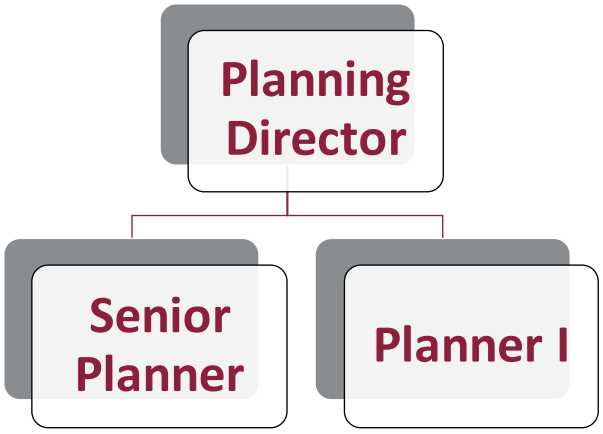
2 Updated hardware replacement ware replacement costs distributed to departments

3 Increased vehicle operating costs

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Community Development Director	1.00	1.00	1.00	1.00
Economic Development Director	1.00	1.00	0.00	0.00
Executive Assistant	0.50	0.50	0.50	0.50
Project Site Coordinator*	1.00	1.00	1.00	1.00
Community Development Support	2.00	2.00	2.00	1.00
ADMIN	**5.50**	**5.50**	**4.50**	**3.50**

Community Development—Planning and Zoning



Department Description

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

Budget

Planning and Zoning	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	226,194	250,620	260,585	271,060	10,475	4.0%
Overtime	1,652	3,103	2,000	2,000	-	0.0%
Benefits[2]	123,540	137,591	146,455	152,893	6,438	4.4%
Total Personnel	**351,386**	**391,314**	**409,040**	**425,953**	**16,913**	**4.1%**
Operating						
Subscriptions and Memberships	1,690	1,325	2,000	2,000	-	0.0%
Education and Travel	1,565	6,054	7,500	7,500	-	0.0%
Information Technology Equipment (Interfund)[3]	8,537	9,200	8,812	17,702	8,890	100.9%
Communications and Telephone	388	605	1,500	1,500	-	0.0%
Professional Services	5,550	3,350	5,000	3,000	(2,000)	-40.0%
Miscellaneous Supplies	2,061	1,859	2,000	500	(1,500)	-75.0%
Miscellaneous Services	1,635	397	500	500	-	0.0%
Planning Commision Misc[4]	-	1,069	4,000	7,000	3,000	75.0%
Total Operating	**21,426**	**23,859**	**31,312**	**39,702**	**8,390**	**26.8%**
TOTAL EXPENDITURES	**$ 372,812**	**$ 415,173**	**$ 440,352**	**$ 465,655**	**$ 25,303**	**5.7%**

At a Glance:

Total Budget: $465,655 | Full-Time Equivalent Employees: 3

Community Development—Planning and Zoning

Budget Continue

1 FY2026 Market, COLA, & Merit Salary Adjustments

2 Actual benefit costs

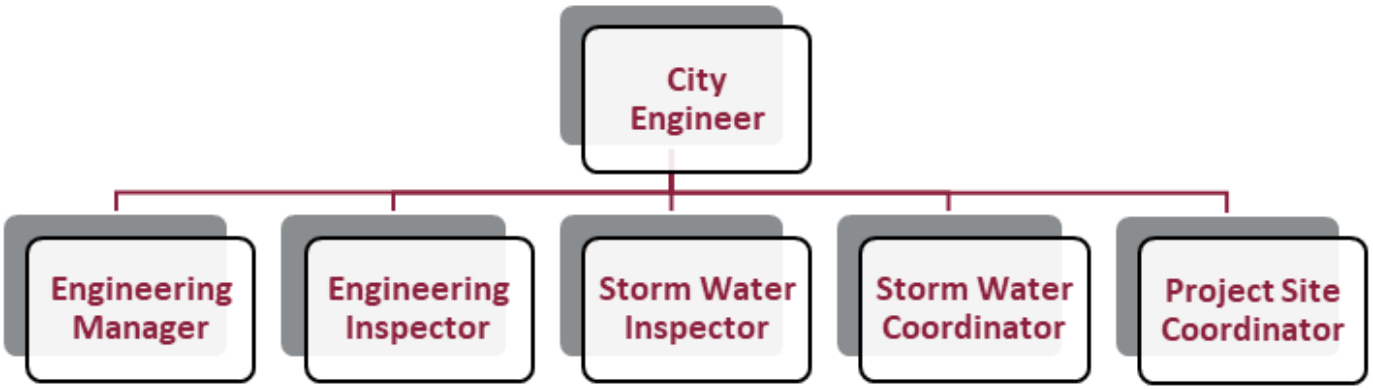
3 Updated hardware replacement ware replacement costs distributed to departments

4 Moving Planning Commission pay to Planning Commission line item

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
City Planner	1.00	1.00	1.00	1.00
Senior Planner	1.00	1.00	1.00	1.00
Planner I/II	1.00	1.00	1.00	1.00
TOTAL PLANNING AND ZONING	**3.00**	**3.00**	**3.00**	**3.00**

Community Development—Engineering



Budget

Engineering	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	85,802	91,521	129,377	98,525	(30,852)	-23.8%
Benefits[1]	24,103	25,321	44,151	26,798	(17,353)	-39.3%
Uniform Allowance	2,395	3,215	3,500	3,500	-	0.0%
Total Personnel	**112,300**	**120,057**	**177,028**	**128,823**	**(48,205)**	**-27.2%**
Operating						
Subscriptions and Memberships	274	729	600	600	-	0.0%
Education and Travel	6,617	7,280	9,500	7,500	(2,000)	-21.1%
Information Technology Equipment (Interfund)[2]	10,103	6,150	8,410	14,849	6,439	76.6%
Vehicle Operating Costs (Interfund)[3]	11,247	12,576	13,248	13,995	747	5.6%
Communications and Telephone	2,853	3,304	4,000	4,000	-	0.0%
Professional Services	12,092	12,426	18,900	10,000	(8,900)	-47.1%
Engineering Supplies	1,193	1,026	1,000	1,000	-	0.0%
Miscellaneous Supplies	322	170	500	500	-	0.0%
Miscellaneous Services	650	121	500	500	-	0.0%
Total Operating	**45,351**	**43,782**	**56,658**	**52,944**	**(3,714)**	**-6.6%**
Capital						
Fleet Vehicle Replacement (Interfund)	22,791	15,711	12,257	10,853	(1,404)	-11.5%
TOTAL EXPENDITURES	**$ 180,442**	**$ 179,550**	**$ 245,943**	**$ 192,621**	**$ (53,322)**	**-21.7%**

At a Glance:

Total Budget: $192,621 | Full-Time Equivalent Employees: .75

Budget Continued

1 Removal of one-time costs associated with new City Engineer

2 Updated hardware replacement ware replacement costs distributed to departments

3 Increased vehicle operating costs

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
City Engineer	0.25	0.25	0.25	0.25
Engineering Manager	0.50	0.50	0.50	0.50
GIS Manager	0.35	0.00	0.00	0.00
GIS Specialist I	0.35	0.00	0.00	0.00
TOTAL ENGINEERING	**1.45**	**0.75**	**0.75**	**0.75**

Community Development—Code Enforcement

Department Description

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

Budget

Code Enforcement	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Education and Travel	-	-	-	700	700	0.0%
Information Technology Equipment (Interfund)[1]	2,101	582	202	1,491	1,289	638.0%
Miscellaneous Supplies	115	-	500	500	-	0.0%
Miscellaneous Services	1,463	-	1,000	500	(500)	-50.0%
TOTAL EXPENDITURES	**$ 3,679**	**$ 582**	**$ 1,702**	**$ 3,191**	**$ 1,489**	**87.5%**

1 Distributing City-wide software to departments

At a Glance:

Total Budget: $3,191| Full-Time Equivalent Employees: 0

Community Development—Building Inspection



Department Description

Historically, the City has outsourced the majority of its building inspection services to a professional engineering company. However, in Fiscal Year 2025, the City made significant changes by hiring an in-house Building Official and Building Inspector. Additionally, the Community Development Support Technician, who is responsible for handling building permits and scheduling inspections, was transferred to the building inspection department. The department's budget for Fiscal Year 2025 includes salaries for these full-time employees (FTEs), payments to the engineering company, and other incidental costs associated with the building inspection process.

Budget

Building Inspection	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Personnel						
Salaries[1]	-	160	145,556	240,470	94,914	65.2%
Benefits[1]	-	(119)	104,031	141,088	37,057	35.6%
Total Personnel	**-**	**41**	**249,587**	**381,558**	**131,971**	**52.9%**
Operating						
Uniform allowance[1]	-	-	600	1,200	600	100.0%
Subscriptions and memberships	-	-	200	200	-	0.0%
Educantion & Travel[1]	443	-	1,000	5,000	4,000	400.0%
Repairs, Maintenance, and Supplies[1]	-	-	-	6,000	6,000	0.0%
Information Technology Equipment (Interfund)[1]	32	180	174	2,694	2,520	1448.4%
Communications and Telephone	-	-	68	68	-	0.0%
Professional Services[1]	289,995	161,519	68,079	100,000	31,921	46.9%
Miscellaneous Supplies	-	38	500	500	-	0.0%
Miscellaneous Services	-	-	500	500	-	0.0%
Total Operating	**290,470**	**161,737**	**71,121**	**116,162**	**45,041**	**63.3%**
Capital						
Fleet Vehicle Replacement (Interfund)	-	-	29,000	29,000	-	0.0%
TOTAL EXPENDITURES	**$ 290,470**	**$ 161,778**	**$ 349,708**	**$ 526,721**	**$ 177,013**	**50.6%**

At a Glance:

Total Budget: $526,721 | Full-Time Equivalent Employees: 3.0

Community Development—Building Inspection

Budget Continued

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

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Building Official	0.00	0.00	1.00	1.00
Building Plan Reviewer	0.35	0.60	1.00	1.00
Community Development Support	0.00	0.00	0.00	1.00
TOTAL BUILDING INSPECTION	**0.35**	**0.60**	**2.00**	**3.00**

Debt Service Fund

Description

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

Budget

Debt Service Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Interest Revenue	3,690	3,136	-	-	-	0.0%
Loan Payment - Developer	46,281	240,994	245,331	245,331	-	0.0%
Transfer From General Fund	1,157,961	1,134,725	1,063,210	1,061,446	(1,764)	-0.2%
Transfer from Jordan Bluffs	449,132	449,131	449,131	449,131	-	0.0%
TOTAL REVENUES	**1,657,064**	**1,827,986**	**1,757,672**	**1,755,908**	**(1,764)**	**-0.1%**
Expenditures:						
Trustee and Bond Related Fees	4,550	2,600	5,000	2,600	(2,400)	-48.0%
Lease Payment to MBA	374,961	352,724	279,008	282,445	3,437	1.2%
Debt Service Principal	1,027,432	1,060,951	1,098,906	1,132,295	33,389	3.0%
Debt Service Interest	444,031	409,512	374,758	338,568	(36,190)	-9.7%
TOTAL EXPENDITURES	**1,850,974**	**1,825,787**	**1,757,672**	**1,755,908**	**(1,764)**	**-0.1%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**(193,910)**	**2,199**	**-**	**-**	**-**	

At a Glance:

Total Budget: $1,755,908 | Full-Time Equivalent Employees: 0

Special Revenue Funds

Department Description

The Public Safety Fund is a special revenue fund which includes expenditures the City contracts for Emergency Management (Unified Fire Authority), Police (Unified Police Department), and Animal Control (Salt Lake County). The Public Safety Fund is being created in FY2026.

Budget

Public Safety Service Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Property Tax	-	-	-	912,342	912,342	0.0%
Interest Revenue	-	-	-	-	-	0.0%
Transfer From General Fund	-	-	-	13,695,603	13,695,603	0.0%
TOTAL REVENUES	**-**	**-**	**-**	**14,607,945**	**14,607,945**	0.0%
Expenditures:						
Information Technology Equipment (Interfund)	1,488	2,113	1,893	1,837	(56)	-3.0%
Professional Services[1]	50,618	-	58,457	61,380	2,923	5.0%
Unified Police Department Contract[2]	11,351,484	11,951,605	13,676,984	14,121,908	444,924	3.3%
Animal Control Contract[3]	312,197	342,578	406,618	422,820	16,202	4.0%
Miscellaneous Supplies	-	19,340	300	-	(300)	-100.0%
Miscellaneous Services	74,514	-	-	-	-	0.0%
Total Operating	**11,790,301**	**12,315,636**	**14,144,252**	**14,607,945**	**463,693**	**3.3%**
TOTAL EXPENDITURES	**$ 11,790,301**	**$ 12,315,636**	**$ 14,144,252**	**$ 14,607,945**	**$ 463,693**	**3.3%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**-**	**-**	**-**	**0**	**(460,770)**	

1 Increase in Emergency Manager contract

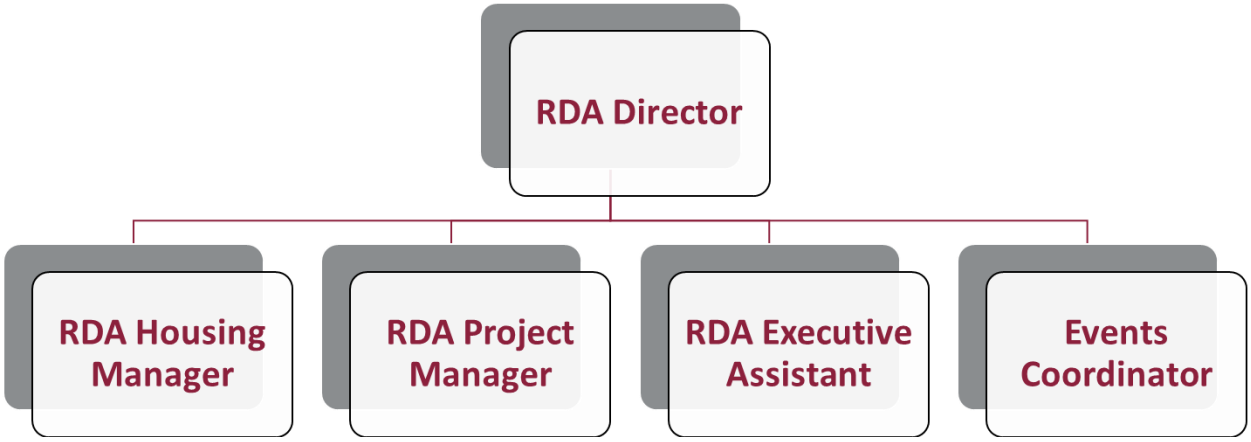
2 UPD PBIM Budget

3 Increase in Animal Control Contract

At a Glance:

Total Budget: $14,607,945 | Full-Time Equivalent Employees: 0

Redevelopment Agency—Operations



Budget

Redevelopment Agency - Operations	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Interest Earnings	10,367	23,346	10,000	10,000	-	0.0%
Miscellaneous revenue	-	-	-	-	-	0.0%
Transfer from other RDA accts	735,752	364,552	842,028	996,721	154,693	18.4%
TOTAL REVENUES	**$ 746,119**	**$ 387,898**	**$ 852,028**	**$ 1,006,721**	**$ 154,693**	**18.2%**
Expenditures:						
Personnel						
Salaries[1]	272,204	294,303	372,685	380,292	7,607	2.0%
Benefits[1]	142,349	149,014	178,079	176,512	(1,567)	-0.9%
Total Personnel	**414,553**	**443,317**	**550,764**	**556,805**	**6,041**	**1.1%**
Operating						
Subscriptions and Memberships	1,333	4,887	6,000	6,000	-	0.0%
Education and Travel	4,550	1,898	15,000	15,000	-	0.0%
Equipment, Supplies, and Maintenance	406	786	4,500	4,500	-	0.0%
Information Technology Equipment (Interfund)[2]	6,025	6,088	9,975	15,245	5,270	52.8%
Communications and Telephone	2,034	2,129	1,500	1,500	-	0.0%
Professional Services	53,100	75,868	60,000	60,000	-	0.0%
Administrative Fee (Interfund)	241,591	292,787	319,523	347,672	28,149	8.8%
Total Operating	**309,039**	**384,443**	**416,498**	**449,917**	**33,419**	**8.0%**
TOTAL EXPENDITURES	**$ 723,592**	**$ 827,760**	**$ 967,262**	**$ 1,006,721**	**$ 39,459**	**4.1%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**$ 22,527**	**$ (439,862)**	**$ (115,234)**	**$ (0)**	**$ 115,234**	

At a Glance:

Total Budget: $1,006,721 | Full-Time Equivalent Employees: 4.13

Redevelopment Agency—Operations

Budget Continued

1 FY2026 Market, COLA, & Merit Salary Adjustments, Addition of RDA Attorney and Events Coordinator

2 Updated hardware replacement ware replacement costs distributed to departments

Staffing

	FY2023	FY2024	FY2025	Tentative FY2026
RDA Director	1.00	1.00	1.00	0.70
RDA Housing Project Manager	0.40	0.40	0.40	0.40
RDA Project Manager	0.50	1.00	1.00	1.00
Executive Assistant	0.50	0.50	0.50	0.50
CD Executive Assistant	0.50	0.50	0.50	0.50
RDA Attorney	0.00	0.00	0.00	0.33
Events Coordinator	0.00	0.00	0.00	0.70
TOTAL BUSINESS LICENSING	**2.90**	**3.40**	**3.40**	**4.13**

Redevelopment Agency—Bingham Junction

Fund Description

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

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

Budget

Redevelopment Agency - Bingham Junction Project Area	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Tax Increment Revenue	602,046	607,273	645,112	562,495	(82,617)	-12.8%
Contributions From Other Governments (Tax Increment)	6,890,093	6,617,832	7,625,556	6,129,853	(1,495,703)	-19.6%
Interest Earnings	277,989	479,044	100,000	100,000	-	0.0%
Transfer from General Fund	-	318,499	-	-	-	0.0%
TOTAL REVENUES	**$ 7,770,128**	**$ 8,022,648**	**$ 8,370,668**	**$ 6,792,348**	**$ (1,578,320)**	**-18.9%**
Expenditures:						
Professional Services	1,000	1,000	15,000	15,000	-	0.0%
Developer reimbursement	685,629	755,210	800,000	550,000	(250,000)	-31.3%
Public Art - P/Y	39,490	-	340,000	-	(340,000)	-100.0%
City Hall Plaza Project	-	496,869	2,634,367	-	(2,634,367)	-100.0%
Public Improvements	102,790	45,449	75,000	75,000	-	0.0%
Debt service principal	2,120,000	2,207,000	2,307,000	2,409,000	102,000	4.4%
Interest on bonds	1,359,992	1,275,772	1,176,173	1,287,296	111,123	9.4%
Transfer to Administration	620,502	289,552	632,361	605,428	(26,933)	-4.3%
Transfer to Citywide Housing	1,520,000	991,212	2,067,667	1,338,470	(729,197)	-35.3%
Transfer to Jordan Bluffs Proj	-	-	-	-	-	0.0%
Transfer to Main St Proj	50,000	275,000	2,436,000	1,600,000	(836,000)	-34.3%
TOTAL EXPENDITURES	**$ 6,499,403**	**$ 6,337,064**	**$ 12,483,568**	**$ 7,880,194**	**$ (4,603,374)**	**-36.9%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**1,270,725**	**1,685,584**	**(4,112,900)**	**(1,087,846)**	**3,025,054**	

At a Glance:

Total Budget: $7,880,194| Full-Time Equivalent Employees: 0

Redevelopment Agency—Jordan Bluffs

Fund Description

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

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

Budget

Redevelopment Agency - Jordan Bluffs Project Area	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Contributions from Other Governments[1]	2,001,541	2,980,762	3,146,656	3,335,455	188,799	6.0%
Property Tax Revenue[1]	175,177	273,363	266,544	282,537	15,993	6.0%
Interest revenue[2]	53,625	124,073	40,000	40,000	-	0.0%
TOTAL REVENUES	**$ 2,230,343**	**$ 3,378,198**	**$ 3,453,200**	**$ 3,657,992**	**$ 204,792**	**5.9%**
Expenditures:						
Professional Services	112,000	112,580	112,000	112,000	-	0.0%
Developer Reimbursement	341,045	89,883	1,100,000	1,100,000	-	0.0%
Taxing Entity Tax Payments	435,593	596,237	682,640	667,091	(15,549)	-2.3%
Public Art	-	-	50,000	50,000	-	0.0%
Public Improvements	-	-	100,000	50,000	(50,000)	-50.0%
Transfer to Administration	115,250	75,000	202,637	296,096	93,459	46.1%
Transfer to Citywide Housing	368,000	257,600	515,200	533,673	18,473	3.6%
Transfer to Debt Service Fund	449,132	449,131	449,132	449,132	-	0.0%
Transfer to Main Street	-	-	-	400,000	400,000	0.0%
TOTAL EXPENDITURES	**$ 1,821,020**	**$ 1,580,431**	**$ 3,211,609**	**$ 3,657,992**	**$ 446,383**	**13.9%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**409,323**	**1,797,767**	**241,591**	**0**	**(241,591)**	

At a Glance:

Total Budget: $3,657,992 | Full-Time Equivalent Employees: 0

Redevelopment Agency—Main Street

Fund Description

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

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

Budget

Redevelopment Agency - Main Street Project Area	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Property Tax Revenue	-	-	36,543	68,525	31,982	87.5%
Salt Lake County Grant Revenue	5,000	-	200,000	-	(200,000)	-100.0%
Rent and Concessions	-	1,363	14,400	14,400	-	0.0%
Revolving Loan Program	33,138	41,207	150,000	80,000	(70,000)	-46.7%
Interest Revenue	46,624	81,249	30,000	15,000	(15,000)	-50.0%
Sale of Properties Held for Resale	-	275,060	-	-	-	0.0%
Transfer from other RDA A/C	50,000	275,000	2,436,000	2,000,000	(436,000)	-17.9%
Contributions from Other Governments	-	-	354,080	663,971	309,891	87.5%
TOTAL REVENUES	**$ 134,762**	**$ 673,879**	**$ 3,221,023**	**$ 2,841,897**	**$ (379,126)**	**-11.8%**
Expenditures:						
Project Area improvements[1]	-	-	1,470,564	670,000	(800,564)	-54.4%
Professional Services[1]	95,131	20,325	-	-	-	0.0%
Miscellaneous Supplies	213	995	2,000	2,000	-	0.0%
Revolving Loan Program[1]	251,212	499,058	1,510,000	1,000,000	(510,000)	-33.8%
Property Acquisition[1]	-	-	340,000	340,000	-	0.0%
Public Art[1]	46,850	73,183	150,000	135,000	(15,000)	-10.0%
Art House	824	-	5,000	-	(5,000)	-100.0%
Events and Promotion[1]	27,463	80,040	36,000	86,000	50,000	138.9%
Remit Back to Taxing Entities	-	-	156,249	146,500	(9,749)	-6.2%
Parking Structure	-	-	250,000	250,000	-	0.0%
Transfer to RDA Administration	-	-	7,031	95,197	88,166	1254.0%
Transfer to RDA City-wide Housing	-	-	46,875	117,199	70,324	150.0%
TOTAL EXPENDITURES	**$ 421,693**	**$ 673,601**	**$ 3,973,719**	**$ 2,841,896**	**$ (1,131,823)**	**-28.5%**

At a Glance:

Total Budget: $2,841,896 | Full-Time Equivalent Employees: 0

Redevelopment Agency—City-Wide Housing

Fund Description

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

Budget

Redevelopment Agency - City-Wide Housing	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Interest revenue	121,907	228,383	40,000	40,000	-	0.0%
Lease revenue - Applewood	-	864	1,500	1,500	-	0.0%
Transfer from other RDA account	1,888,000	1,248,812	2,629,742	1,989,342	(640,400)	-24.4%
Grants Slco Affordable Housing	-	-	100,000	100,000	-	0.0%
Loan revenue - Sunset Gardens	39,425	-	1,000	1,000	-	0.0%
TOTAL REVENUES	**$ 2,049,332**	**$ 1,478,059**	**$ 2,772,242**	**$ 2,131,842**	**$ (640,400)**	**-23.1%**
Expenditures:						
Salaries	45,739	48,611	50,543	135,105	84,562	167.3%
Benefits	17,435	18,226	19,921	48,067	28,146	141.3%
Equipment, Supplies, and Maint	-	-	2,100	2,100	-	0.0%
Communications/Telephone	251	242	254	254	-	0.0%
Housing Programs Administrative Services	-	5,435	35,000	35,000	-	0.0%
Affordable Housing Incentives	170,661	2,078,147	6,500,000	2,000,000	(4,500,000)	-69.2%
Housing Programs	(87,278)	156,092	285,000	285,000	-	0.0%
Recreation Amenity Program	-	-	100,000	100,000	-	0.0%
Homeownership/Landlord Education	-	-	1,000	1,000	-	0.0%
Home Repair Loan Program	-	227	260,000	260,000	-	0.0%
TOTAL EXPENDITURES	**$ 146,808**	**$ 2,306,980**	**$ 7,253,818**	**$ 2,866,526**	**$ (4,387,292)**	**-60.5%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**1,902,524**	**(828,921)**	**(4,481,576)**	**(734,684)**	**3,746,892**	

Staffing

	FY2023	FY2024	FY2025	Tentative FY2026
RDA Director	0.00	0.00	0.00	0.30
RDA Housing Project Manager	0.60	0.60	0.60	0.60
RDA Attorney	0.00	0.00	0.00	0.33
TOTAL BUSINESS LICENSING	**0.60**	**0.60**	**0.60**	**1.23**

At a Glance:

Total Budget: $2,866,526| Full-Time Equivalent Employees: 1.23

Municipal Building Authority (MBA)

Fund Description

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

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

Budget

Municipal Building Authority	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Lease Revenue - Boys and Girls Club	70,308	70,308	70,308	70,308	-	0.0%
Lease Revenue - Streetlighting Fund[1]	211,000	211,000	-	-	-	0.0%
Lease Revenue - Midvale City[1]	374,961	352,724	279,008	282,445	3,437	1.2%
Lease Revenue - Head Start	24,000	24,000	24,000	24,000	-	0.0%
Interest revenue - Bond Proceeds	-	1,145	-	-		
Interest Earnings	25,150	39,801	18,000	18,000	-	0.0%
TOTAL REVENUES	**$ 705,419**	**$ 698,978**	**$ 391,316**	**$ 394,753**	**$ 3,437**	**0.9%**
Expenditures:						
Operating						
Professional Services	3,020	3,260	3,100	3,100	(160)	0.0%
Debt Service						
Debt Service - Principal[1]	510,000	520,000	245,000	255,000	(265,000)	4.1%
Debt Service - Interest[1]	165,169	152,931	143,216	136,653	(16,278)	-4.6%
Total Debt Service	**675,169**	**672,931**	**388,216**	**391,653**	**(281,278)**	**0.9%**
TOTAL EXPENDITURES	**$ 678,189**	**$ 676,191**	**$ 391,316**	**$ 394,753**	**$ (281,438)**	**0.9%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**27,230**	**22,787**	-	-		

1 The streetlight portion of the Series 2012 Bonds matured in FY2025

At a Glance:

Total Budget: $394,753 | Full-Time Equivalent Employees: 0

Capital Projects

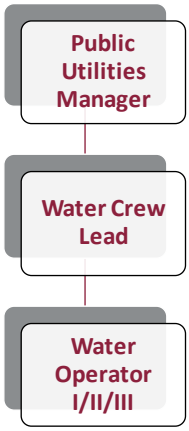
Fund Description

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

Budget

Capital Projects Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Sales tax	1,024,138	1,040,375	1,030,000	1,019,700	(10,300)	-1.0%
CDBG Grant	58,397	(98,830)	-	-	-	0.0%
WFRC Grant	-	-	65,000	-	(65,000)	-100.0%
TRCC Grant	-	-	-	-	-	0.0%
Interest Earnings	164,898	331,559	100,000	100,000	-	0.0%
Proceeds from sale of assets	-	-	-	-	-	0.0%
Proceeds from borrowings	-	-	14,500,000	-	(14,500,000)	-100.0%
Transfer from GF	1,987,600	1,281,501	3,350,000	-	(3,350,000)	-100.0%
Transfer from GF - B&C Road	-	696,808	-	-	-	0.0%
Tranfer from Water Fund	-	-	4,000,000	-	(4,000,000)	-100.0%
Contribution - Highway Funds	500,000	500,000	2,460,000	500,000	(1,960,000)	-79.7%
TOTAL REVENUES	**$ 3,735,033**	**$ 3,751,413**	**$ 25,505,000**	**$ 1,619,700**	**$ (23,885,300)**	**-93.6%**
Expenditures:						
City Bldg Improvements	24,306	-	-	-	-	0.0%
Sidewalk/Curb/Gutter replace	195,310	215,190	215,000	215,000	-	0.0%
General Plan Update	-	-	150,000	-	(150,000)	-100.0%
Facility Maintenance	35,139	40,842	143,225	45,000	(98,225)	-68.6%
Art House Improvements	12,683	-	-	-	-	0.0%
Public Works Building Renovation	4,739	7,447	19,000,000	-	(19,000,000)	-100.0%
Parks Master Plan/Impact Fee Study	-	-	80,000	-	(80,000)	-100.0%
Transportation Master Plan/Impact Fee Study	51,000	-	-	-	-	0.0%
Main Street Utility Upgrades	-	77,706	122,294	-	(122,294)	-100.0%
7200 S. Gateway Project	-	53,000	113,000	-	(113,000)	-100.0%
UDOT Canal Trails Grant Match	74,998	-	925,000	-	(925,000)	-100.0%
Fort Union Corridor Study	-	108,000	7,000	-	(7,000)	-100.0%
Porter Rockwell Trail Study	-	-	75,000	-	(75,000)	-100.0%
Christmas decorations	17,003	-	-	-	-	0.0%
Rail Underpass Improvements	-	-	350,000	-	(350,000)	-100.0%
Midvale Mural Program	-	-	63,000	-	(63,000)	-100.0%
Recreation Center	-	58,030	-	-	-	0.0%
Pavement Management	1,165,655	1,454,104	1,115,000	804,700	(310,300)	-27.8%
Bridge over the Salt Lake and Jordan Canal on 8000 South	-	-	-	-	-	0.0%
HB244 Transportation Projects - Center Street	-	6,982	8,953,018	-	(8,953,018)	-100.0%
TOTAL EXPENDITURES	**$ 1,580,833**	**$ 2,021,301**	**$ 31,311,537**	**$ 1,064,700**	**$ (30,246,837)**	**-96.6%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**2,154,200**	**1,730,112**	**(5,806,537)**	**555,000**	**6,361,537**	

Enterprise Funds



Division Description

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

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

At a Glance:

Total Budget: $7,964,762| Full-Time Equivalent Employees: 11.60

Budget

Water Utility Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Water User Charges[1]	2,751,138	3,094,503	3,200,108	3,692,006	491,898	15.4%
Water user charges - Consumption[1]	3,162,599	3,456,586	3,998,653	4,278,559	279,906	7.0%
Water User Charges-City Owned	28,555	40,408	70,000	77,000	7,000	10.0%
Water Connection Fees[2]	30,864	129,347	63,600	100,000	36,400	57.2%
Water Reconnection Fees	4,250	4,050	10,000	5,000	(5,000)	-50.0%
Service Charges	50,649	50,923	54,120	56,826	2,706	5.0%
Impact Fees	-	-	100,000	-	(100,000)	-100.0%
Hydrant Rental	5,991	(628)	10,000	10,000	-	0.0%
Miscellaneous	(7)	30	-	-	-	0.0%
Interest Revenue	176,806	587,428	300,000	300,000	-	0.0%
Bond Premium Amortization	87,355	50,519	-	-		0.0%
TOTAL REVENUES	**$ 6,298,200**	**$ 7,413,166**	**$ 7,806,481**	**$ 8,519,391**	**$ 712,910**	**9.1%**
Expenditures:						
Personnel						
Salaries[3]	698,009	730,740	811,801	824,562	12,761	1.6%
Overtime	19,798	21,552	26,700	30,200	3,500	13.1%
Benefits[4]	359,185	387,317	424,786	468,832	44,046	10.4%
Uniform Allowance	5,839	6,171	7,050	7,050	-	0.0%
Total Personnel	**1,082,831**	**1,145,780**	**1,270,337**	**1,330,644**	**60,307**	**4.7%**
Operating						
Subscriptions and Memberships	2,486	1,955	2,500	2,500	-	0.0%
Education and Travel	10,427	6,254	16,000	16,000	-	0.0%
Postage	22,452	20,632	20,400	20,400	-	0.0%
Bank Charges[5]	43,979	50,739	42,940	82,000	39,060	91.0%
Equipment and Building - Repairs, Maintenance, and Supplies	48,789	64,655	78,800	78,800	-	0.0%
Medical and Safety Supplies	2,854	1,968	3,000	3,000	-	0.0%
Information Technology Equipment (Interfund)[6]	7,994	13,166	19,917	23,271	3,354	16.8%
Vehicle Operating Costs (Interfund)[7]	95,597	106,896	112,610	122,464	9,854	8.8%
Lease of Public Works Space (Interfund)	14,000	14,000	14,000	14,000	-	0.0%
Electricity	182,132	200,129	211,000	211,000	-	0.0%
Communications and Telephone	6,529	7,217	6,558	6,558	-	0.0%
Professional Services	28,459	20,146	27,600	27,600	-	0.0%
Administrative Charge (Interfund)	671,418	696,926	675,879	678,783	2,904	0.4%
Water Sampling	28,151	25,606	30,700	30,700	-	0.0%
Backflow Testing	-	-	1,300	1,300	-	0.0%
Well Equipment and Maintenance	15,126	11,122	31,000	31,000	-	0.0%
Fluoridation System Maintenance	23,316	14,392	27,000	7,000	(20,000)	-74.1%
System Maintenance, Repair, and Supplies	61,527	103,696	100,000	100,000	-	0.0%
Wholesale Water[8]	1,714,875	1,611,716	1,688,421	1,900,000	211,579	12.5%
Damage Contingency	1,300	-	-	-	-	0.0%
SCADA Maintenance	5,981	3,386	6,000	6,000	-	0.0%
Generator Maintenance	3,700	4,300	4,300	2,300	(2,000)	-46.5%
Miscellaneous Services	4,133	2,594	7,500	7,500	-	0.0%
Bad Debt Expense	8,204	2,736	600	600	-	0.0%
Jordan Valley Water Conservancy District Storage	96,000	25,000	25,000	25,000	-	0.0%
JVWCD Capital Projects	-	-	289,149	-	(289,149)	-100.0%
Total Operating	**3,099,429**	**3,009,231**	**3,442,174**	**3,397,776**	**(44,398)**	**-1.3%**

Budget Continued

Water Utility Fund Continued	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Capital Projects						
Fleet Vehicle Replacement (Interfund)	105,495	202,141	225,732	228,789	3,057	1.4%
Fleet Vehicle Additions	-	-	-	-	-	0.0%
Meters and Related Supplies	164,014	88,599	55,000	55,000	-	0.0%
Water Vault Upgrades	-	(2,223,137)	-	-	-	0.0%
700 W Vault	26,124	2,238,619	-	-	-	0.0%
Water Master Plan Projects	-	17,957	5,259,403	-	(5,259,403)	-100.0%
Other Capital Projects	50,174	184,872	1,000,000	1,000,000	-	0.0%
Depreciation	1,014,695	1,003,042	-	-	-	0.0%
Total Capital Projects	**1,360,502**	**1,512,093**	**6,540,135**	**1,283,789**	**(5,256,346)**	**-80.4%**
Debt Service						
Bond Issuance Costs	-	152,154	-	-	-	0.0%
Debt Service - Principal[9]	-	-	1,084,200	1,294,450	210,250	19.4%
Debt Service - Interest[9]	344,538	616,505	304,098	658,103	354,005	116.4%
Amortization of Bond Discount and/or Premium	5,655	5,655	-	-	-	0.0%
Total Debt Service	**350,193**	**774,314**	**1,388,298**	**1,952,553**	564,255	**40.6%**
Contribution to CIP	-	-	4,000,000	-	(4,000,000)	-100.0%
TOTAL EXPENDITURES	**$ 5,892,955**	**$ 6,441,418**	**$ 16,640,944**	**$ 7,964,762**	**$ (8,676,182)**	**-52.1%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**405,245**	**971,748**	**(8,834,463)**	**554,629**	**9,389,092**	

1 Scheduled water rate increases

2 Increased to reflect actuals

3 FY2026 Market, COLA, & Merit Salary Adjustments

4 Actual benefit costs

5 Increase in utility bill payment charges

6 Updated hardware replacement ware replacement costs distributed to departments

7 Increase in operating costs

8 Increase in Jordan Valley Water Conservancy District contract

9 Scheduled long-term debt payments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Public Works Director	0.20	0.20	0.20	0.20
Operations Superintendent	0.25	0.25	0.25	0.25
Public Utilities Manager	0.50	0.50	0.50	0.50
City Engineer	0.25	0.25	0.25	0.25
Engineering Manager	0.10	0.10	0.10	0.10
GIS Manager	0.25	0.25	0.25	0.25
GIS Specialist I	0.25	0.25	0.25	0.25
Engineering Inspector I	0.40	0.40	0.40	0.40
Water Crew Lead	1.00	1.00	1.00	1.00
Wastewater Crew Lead	0.10	0.10	0.10	0.10
Sample Tech/Cross Connection Administrator	1.00	1.00	1.00	1.00
Water Operator I/II/III	4.10	4.10	4.10	4.50
Wastewater Operator I/II	0.30	0.30	0.30	0.30
City Treasurer	0.30	0.30	0.30	0.30
Water Meter Technician	0.40	1.00	1.00	1.00
Finance Clerk	0.70	0.70	0.70	0.70
Water Utility Construction Crew Lead	0.50	0.50	0.50	0.50
TOTAL WATER FUND	**10.60**	**11.20**	**11.20**	**11.60**



Division Description

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

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

At a Glance:

Total Budget: $3,968,615 | Full-Time Equivalent Employees: 6.85

Budget

Sewer Utility Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Sewer User Charges[1]	2,544,952	2,718,722	2,913,699	3,146,794	233,095	8.0%
Sewer User Charges-City Owned	3,803	4,651	4,500	4,500	-	0.0%
Sewer User Charges - Consumption[1]	806,638	961,084	1,007,382	1,087,972	80,590	8.0%
Sewer Connection Fees	1,400	20,600	32,000	32,000	-	0.0%
Service Charges and Late Fees	17,435	23,294	19,990	19,990	-	0.0%
Interest Revenue	30,109	122,871	60,000	60,000	-	0.0%
Bond Premium Amortization	11,397	13,652	-	-	-	0.0%
Proceeds from bond issuance	-	-	-	-	-	0.0%
TOTAL REVENUES	**$ 3,415,734**	**$ 3,864,874**	**$ 4,037,571**	**$ 4,351,256**	**$ 313,685**	**7.8%**
Expenditures:						
Personnel						
Salaries[2]	490,111	488,612	523,148	536,665	13,517	2.6%
Overtime	13,452	12,025	15,000	15,000	-	0.0%
Benefits[3]	256,524	271,218	285,988	303,200	17,212	6.0%
Pension Expense	(16,742)	-	-	-	-	0.0%
Uniform Allowance	2,326	2,567	3,250	2,450	(800)	-24.6%
Total Personnel	**745,671**	**774,422**	**827,386**	**857,315**	**29,929**	**3.6%**
Operating						
Subscriptions and Memberships	313	211	515	515	-	0.0%
Education and Travel	3,243	5,128	7,000	7,000	-	0.0%
Postage	10,734	8,932	8,400	8,400	-	0.0%
Bank and card processing fees[4]	24,616	28,219	25,000	35,000	10,000	40.0%
Maintenance, Repairs, and Supplies	16,464	17,820	18,600	18,600	-	0.0%
Maintenance and Supplies - Lift Stations	17,971	19,044	30,500	30,500	-	0.0%
Medical and Safety Supplies	2,211	699	1,000	1,000	-	0.0%
Information Technology Equipment (Interfund)[5]	3,837	6,125	10,978	12,226	1,248	11.4%
Vehicle Operating Costs (Interfund)[6]	98,408	110,040	115,922	126,066	10,144	8.8%
Lease of Public Works Space (Interfund)	42,000	42,000	42,000	42,000	-	0.0%
Electricity[7]	26,603	13,129	32,200	52,200	20,000	62.1%
City-Owned Utilities	1,144	987	1,296	1,296	-	0.0%
Communications and Telephone	3,628	3,606	2,219	2,219	-	0.0%
Professional Services	71,500	71,731	25,000	25,000	-	0.0%
Administrative Charge (Interfund)	351,230	400,361	420,865	424,222	3,357	0.8%
Sewer Operations (South Valley Water Reclamation Facility)[8]	1,376,434	1,497,252	1,547,250	1,583,055	35,805	2.3%
Damage Contingency	1,326	-	-	-	-	0.0%
Generator Maintenance	-	-	2,500	2,500	-	0.0%
Bad Debt Expense	9,771	3,169	100	100	-	0.0%
SCADA System	2,056	5,288	5,000	5,000	-	0.0%
Total Operating	**2,063,489**	**2,233,741**	**2,296,345**	**2,376,898**	**80,553**	3.5%

Budget Continued

Sewer Utility Fund Continued	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Capital Projects						
Fleet Vehicle Replacement (Interfund)	60,796	142,517	118,429	88,804	(29,625)	-25.0%
Trash Pump	1,460	2,760	-	-	-	0.0%
Depreciation	134,975	137,436	-	-	-	0.0%
Sewer Line Replacement	-	-	116,986	116,986	-	0.0%
Manhole Replacement	46,419	9,078	58,493	58,493	-	0.0%
Sewer Master Plan Projects	-	-	1,262,160	-	(1,262,160)	-100.0%
Total Capital Projects	**243,650**	**291,791**	**1,556,068**	**264,283**	**(1,291,785)**	**-83.0%**
Debt Service						
Bond Issuance Costs	-	33,400	-	-	-	0.0%
Debt Service - Principal[9]	-	-	229,800	279,550	49,750	21.6%
Debt Service - Interest[9]	128,373	186,537	115,222	190,568	75,346	65.4%
Amortization of Bond Discount and/or Premium	1,077	1,077	-	-	-	0.0%
Total Debt Service	**129,450**	**221,014**	**345,022**	**470,118**	**125,096**	**36.3%**
TOTAL EXPENDITURES	**$ 3,182,260**	**$ 3,520,968**	**$ 5,024,821**	**$ 3,968,615**	**$ (1,056,206)**	**-21.0%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**233,474**	**343,906**	**(987,250)**	**382,641**	**1,369,891**	

1 Scheduled sewer rate increases

2 FY2026 Market, COLA, & Merit Salary Adjustments

3 Actual benefit costs

4 Increase in utility bill payment charges

5 Updated hardware replacement ware replacement costs distributed to departments

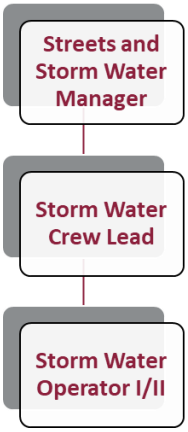
6 Increase in operating costs

7 Increase in South Valley Water Reclamation Facility contract

8 Scheduled long-term debt payments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Public Works Director	0.20	0.20	0.20	0.20
Operations Superintendent	0.25	0.25	0.25	0.25
Public Utilities Manager	0.50	0.50	0.50	0.50
City Engineer	0.25	0.25	0.25	0.25
Engineering Manager	0.05	0.05	0.05	0.05
GIS Manager	0.25	0.25	0.25	0.25
GIS Specialist I	0.25	0.25	0.25	0.25
Engineering Inspector I	0.20	0.20	0.20	0.20
Wastewater Crew Lead	0.90	0.90	0.90	0.90
Water Operator I/II/III	0.50	0.90	0.90	0.50
Wastewater Operator I/II	2.70	2.70	2.70	2.70
City Treasurer	0.15	0.15	0.15	0.15
Finance Clerk	0.15	0.15	0.15	0.15
Water Utility Construction Crew Lead	0.00	0.50	0.50	0.50
TOTAL SEWER FUND	**6.35**	**7.25**	**7.25**	**6.85**



Division Description

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

At a Glance:

Total Budget: $2,318,994 | Full-Time Equivalent Employees: 8.45

Public Works—Storm Water

Budget

Storm Water Utility Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Storm Water User Charges	2,074,434	2,082,051	2,175,144	2,175,144	-	0.0%
User Fees-City Owned Properties	15,337	15,139	15,346	15,346	-	0.0%
Service fees/late charges	9,920	11,659	10,000	10,000	-	0.0%
Utility Billing Write-Offs	-	-	-	-	-	0.0%
Building Lease Revenue (Interfund)	84,000	84,000	84,000	84,000	-	0.0%
Sundry Revenue	-	-	-	-	-	0.0%
Interest Revenue	44,636	69,809	40,000	40,000	-	0.0%
Interest Revenue-Bond Proceeds	-	-	-	-	-	0.0%
TOTAL REVENUES	**$ 2,228,327**	**$ 2,262,658**	**$ 2,324,490**	**$ 2,324,490**	**$ -**	**0.0%**
Expenditures:						
Personnel						
Salaries[1]	591,636	619,031	662,536	680,017	17,481	2.6%
Overtime	12,114	17,585	15,000	13,000	(2,000)	-13.3%
Benefits	333,506	342,929	360,794	349,892	(10,902)	-3.0%
Pension Expense	(47,800)	-	-	-	-	0.0%
Uniform Allowance	3,285	3,112	4,050	3,400	(650)	-16.0%
Total Personnel	**892,741**	**982,657**	**1,042,380**	**1,046,310**	**3,930**	**0.4%**
Operating						
Subscriptions and Memberships	374	575	1,700	700	(1,000)	-58.8%
Education and Travel	3,563	5,624	7,000	5,000	(2,000)	-28.6%
Postage	13,596	19,353	17,540	17,540	-	0.0%
Bank charges	16,492	17,498	15,225	15,225	-	0.0%
Maintenance, Repairs, and Supplies	24,828	34,406	35,600	35,600	-	0.0%
Medical and Safety Supplies	1,987	605	1,600	600	(1,000)	-62.5%
Information Technology Equipment (Interfund)[2]	7,704	7,974	14,653	18,305	3,652	24.9%
Vehicle Operating Costs (Interfund)[3]	134,960	150,912	158,978	172,891	13,913	8.8%
Electricity	2,403	2,480	2,700	2,700	-	0.0%
Communications and Telephone	3,174	2,645	3,700	3,700	-	0.0%
Professional Services	600	23,277	70,500	10,000	(60,500)	-85.8%
Administrative Charge (Interfund)	390,999	408,912	408,381	419,002	10,621	2.6%
UPDES	7,416	13,564	33,600	45,600	12,000	35.7%
Bad Debt Expense	(290)	2,369	100	100	-	0.0%
Miscellaneous Services	-	-	500	500	-	0.0%
Total Operating	**607,806**	**690,194**	**771,777**	**747,464**	**(24,313)**	**-3.2%**
Capital Projects						
Fleet Vehicle Replacement (Interfund)[7]	154,875	234,384	93,282	113,243	19,961	21.4%
Depreciation	212,623	212,623	-	-	-	0.0%
Total Capital Projects	**367,498**	**447,007**	**93,282**	**113,243**	**19,961**	**21.4%**
Debt Service						
Debt Service - Principal[4]	-	-	386,000	390,000	4,000	1.0%
Debt Service - Interest[4]	36,413	36,113	27,254	21,978	(5,276)	-19.4%
Total Debt Service	**36,413**	**36,113**	**413,254**	**411,978**	**(1,276)**	-0.3%
TOTAL EXPENDITURES	**$ 1,904,458**	**$ 2,155,971**	**$ 2,320,693**	**$ 2,318,994**	**$ (1,699)**	**-0.1%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**323,869**	**106,687**	**3,797**	**5,496**	**1,699**	

Budget Continued

1 FY2026 Market, COLA, & Merit Salary Adjustments

2 Updated hardware replacement ware replacement costs distributed to departments

3 Increase in operating costs

4 Scheduled long-term debt payments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Public Works Director	0.20	0.20	0.20	0.20
Deputy Director	0.05	0.05	0.05	0.05
Operations Superintendent	0.25	0.25	0.25	0.25
Streets and Storm Water Manager	0.50	0.50	0.50	0.50
City Engineer	0.25	0.25	0.25	0.25
Engineering Manager	0.35	0.35	0.35	0.35
GIS Manager	0.15	0.15	0.15	0.15
GIS Specialist I	0.15	0.15	0.15	0.15
Engineering Inspector I	0.40	0.40	0.40	0.40
Storm Water Crew Lead	1.00	1.00	1.00	1.00
Storm Water Operator I/II	2.00	2.00	3.00	3.00
Equipment Operator I/II	1.00	1.00	0.00	0.00
Storm Water Coordinator	1.00	1.00	1.00	1.00
Storm Water Inspector	1.00	1.00	1.00	1.00
City Treasurer	0.10	0.10	0.10	0.10
Finance Clerk	0.05	0.05	0.05	0.05
TOTAL STORM WATER FUND	**8.45**	**8.45**	**8.45**	**8.45**

Division Description

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

Budget

Sanitation Utility Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Charges for Services-First Can and Recycle[1]	1,112,511	1,234,464	1,289,318	1,316,136	26,818	2.1%
Pickup Fee-Second Can[1]	215,170	241,616	255,996	261,489	5,493	2.1%
Utility Billing Write-Offs	-	-	-	-	-	0.0%
Sanitation Dumpster Fees	17,009	14,399	21,000	21,000	-	0.0%
Service Charges and Late Fees	9,310	12,538	11,000	11,000	-	0.0%
Interest Revenue	2,962	7,324	3,000	3,000	-	0.0%
Investment Gain/(Loss)	185,021	279,779	-	-	-	0.0%
Contrib from General Fund	8,100	-	-	-	-	0.0%
TOTAL REVENUES	**$ 1,550,083**	**$ 1,790,120**	**$ 1,580,314**	**$ 1,612,625**	**$ 32,311**	**2.0%**
Expenditures:						
Personnel						
Salaries[2]	14,673	14,088	16,637	16,713	76	0.5%
Benefits[3]	7,009	6,130	6,968	8,289	1,321	19.0%
Pension Expense	(2,725)	-	-	-	-	0.0%
Total Personnel	**18,957**	**20,218**	**23,605**	**25,002**	**1,397**	**5.9%**
Operating						
Postage	10,734	11,608	11,300	11,300	-	0.0%
Bank charges	10,469	11,361	11,000	11,000	-	0.0%
I.T. Equipment	-	-	-	191	191	0.0%
Communications and Telephone	42	41	40	40	-	0.0%
Administrative Charges	82,879	103,959	109,398	116,121	6,723	6.1%
Landfill Fees[4]	223,584	263,768	320,000	449,000	129,000	40.3%
Waste Disposal Fees[4]	626,928	667,658	746,700	616,700	(130,000)	-17.4%
Bulky Waste Disposal Fees[4]	55,058	58,522	73,259	70,259	(3,000)	-4.1%
Recycling Disposal Fees[4]	269,061	271,116	294,812	290,812	(4,000)	-1.4%
Recycling Tipping Fees[4]	10,815	18,346	24,500	22,000	(2,500)	-10.2%
Bad Debt Expense	4,330	2,240	200	200	-	0.0%
Misc. Services	-	-	500	-	(500)	-100.0%
Total Operating	**1,293,900**	**1,408,619**	**1,591,709**	**1,587,623**	**(4,086)**	**-0.3%**
TOTAL EXPENDITURES	**$ 1,312,857**	**$ 1,428,837**	**$ 1,615,314**	**$ 1,612,625**	**$ (2,689)**	**-0.2%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**237,226**	**361,283**	**(35,000)**	**0**	**35,000**	

At a Glance:

Total Budget: $1,612,625 | Full-Time Equivalent Employees: 0.15

Budget Continued

1 Proposed Rate Increase - From $12.59 to $12.84 for Garbage and $4.31 to $4.40 for Recycling

2 FY2026 Market, COLA, & Merit Salary Adjustments

3 Actual benefit costs

4 Update to ACE Contract & Landfill Fees

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Public Works Director	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
Finance Clerk	0.05	0.05	0.05	0.05
TOTAL SANITATION FUND	**0.15**	**0.15**	**0.15**	**0.15**

Public Works—Street Lighting

Division Description

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

Budget

Street Lighting Utility Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Street Lighting User Charges	401,104	402,898	413,875	413,875	-	0.0%
User Fees - City Owned Properties	4,718	3,463	3,888	3,888	-	0.0%
Service Charges and Late Fees	2,305	2,778	2,500	2,500	-	0.0%
Interest Revenue	5,338	8,357	4,000	4,000	-	0.0%
TOTAL REVENUES	**$ 413,465**	**$ 417,496**	**$ 424,263**	**$ 424,263**	**$ -**	**0.0%**
Expenditures:						
Personnel						
Salaries[1]	11,301	10,490	11,015	12,622	1,607	14.6%
Benefits[2]	5,768	4,775	5,100	7,003	1,903	37.3%
Pension Expense	(642)	-	-	-	-	0.0%
Total Personnel	**16,427**	**15,265**	**16,115**	**19,625**	**3,510**	**21.8%**
Operating						
Postage	14,312	14,143	13,900	13,900	-	0.0%
Bank Charges	3,228	3,395	3,400	3,400	-	0.0%
Equipment, Supplies, and Maintenance	53,467	89,403	81,200	81,200	-	0.0%
I.T. Equipment	-	-	-	176	176	0.0%
Electricity	31,840	33,033	40,000	40,000	-	0.0%
Communications/Telephone	42	41	40	40	-	0.0%
Administrative Charge (Interfund)	33,702	33,196	31,960	38,621	6,661	20.8%
Professional Services	-	-	100,000	-	(100,000)	-100.0%
Bad Debt Expense	2,132	726	1,000	1,000	-	0.0%
Total Operating	**138,723**	**173,937**	**271,500**	**178,337**	**(93,163)**	**-34.3%**
Debt Service						
Lease Payment to MBA (Interfund)[5]	211,000	211,000	-	-	-	0.0%
TOTAL EXPENDITURES	**$ 366,150**	**$ 400,202**	**$ 287,615**	**$ 197,962**	**$ (89,653)**	**-31.2%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**47,315**	**17,294**	**136,648**	**226,301**	**89,653**	

At a Glance:

Total Budget: $197,962 | Full-Time Equivalent Employees: 0.15

Budget Continued

1 FY2026 Market, COLA, & Merit Salary Adjustments

2 Actual benefit costs

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Streets and Storm Water Manager	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
Finance Clerk	0.05	0.05	0.05	0.05
TOTAL STREET LIGHTING FUND	**0.15**	**0.15**	**0.15**	**0.15**

Telecommunications

Fund Description

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

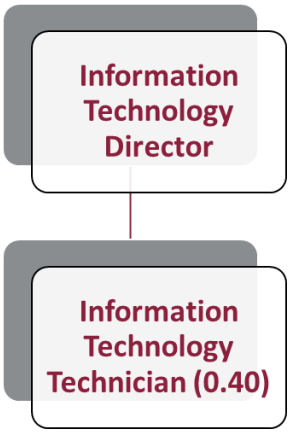
Budget

Telecommunications Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
Interest revenue	4,152	9,136	10,000	10,000	-	0.0%
Miscellaneous	543,104	266,187	285,585	305,308	19,723	6.9%
User fees (CUE)	13,305	11,985	11,100	10,380	(720)	-6.5%
Service charges	(438)	74	100	100	-	0.0%
Transfer from General Fund	702,484	695,612	692,985	693,248	263	0.0%
TOTAL REVENUES	**$ 1,262,607**	**$ 982,994**	**$ 999,770**	**$ 1,019,036**	**$ 19,266**	**1.9%**
Expenditures:						
Operating						
User Fee Payments to UTOPIA	14,436	10,366	10,545	10,026	(519)	-4.9%
Debt Service						
UTOPIA Pledge Payments (Debt Service)	950,813	969,829	989,225	1,009,010	19,785	2.0%
TOTAL EXPENDITURES	**$ 965,249**	**$ 980,195**	**$ 999,770**	**$ 1,019,036**	**$ 19,266**	**1.9%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**297,358**	**2,799**	**-**	**0**	**0**	

At a Glance:

Total Budget: $1,019,036 | Full-Time Equivalent Employees: 0

Internal Service Funds



Fund Description

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

At a Glance:

Total Budget: $377,387 | Full-Time Equivalent Employees: 0.40

Internal Service Fund—Information Technology

Budget

Information Technology Internal Service Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
General Fund contribution[1]	153,364	119,492	167,511	249,764	82,253	49.1%
Water contribution[1]	7,910	13,006	19,918	21,623	1,705	8.6%
Storm Water contribution[1]	7,704	7,974	14,653	16,844	2,191	15.0%
RDA contribution[1]	5,960	6,009	9,975	12,731	2,756	27.6%
Sewer contribution[1]	3,837	5,866	10,978	11,430	452	4.1%
Fleet contribution[1]	2,475	2,140	3,702	5,402	1,700	45.9%
Interest Earned	32,460	-	-	-	-	0.0%
Proceeds from sale of assets	3,807	3,600	3,600	3,600	-	0.0%
Transfer from other funds	-	50,000	50,000	-	(50,000)	-100.0%
TOTAL REVENUES	**$ 217,517**	**$ 208,087**	**$ 280,337**	**$ 321,394**	**$ 41,057**	**14.6%**
Expenditures:						
Personnel						
Salaries[2]	23,306	26,119	26,062	29,891	3,829	14.7%
Overtime	21	-	-	-	-	0.0%
Benefits[3]	10,213	10,689	10,821	15,935	5,114	47.3%
Total Personnel	**33,540**	**36,808**	**36,883**	**45,826**	**8,943**	**24.2%**
Operating						
Communications and Telephone	167	128	161	161	-	0.0%
Capital Projects						
Hardware	32,294	77,037	72,200	82,400	10,200	14.1%
Software	53,304	67,372	359,948	148,000	(211,948)	-58.9%
City-Wide Software Initiative	-	-	-	-		
Infrastructure	12,079	-	74,598	81,000	6,402	8.6%
Internet	-	-	20,000	20,000	-	0.0%
Depreciation Expense	25,868	30,650	-	-	-	0.0%
Total Capital Projects	**123,545**	**175,059**	**526,746**	**331,400**	**(195,346)**	**-37.1%**
TOTAL EXPENDITURES	**$ 157,252**	**$ 211,995**	**$ 563,790**	**$ 377,387**	**$ (186,403)**	**-33.1%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**60,265**	**(3,908)**	**(283,453)**	**(55,993)**	**227,460**	

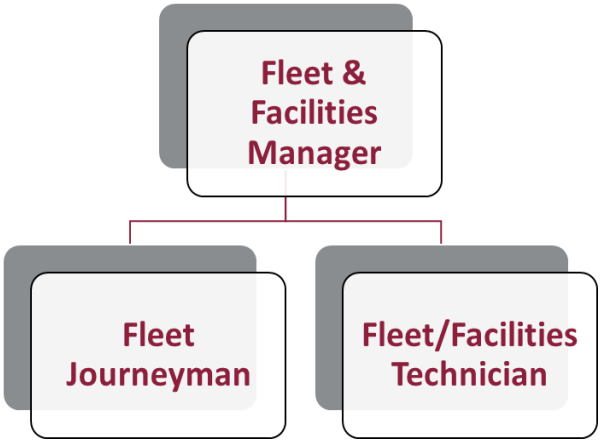
1 Distributing City-wide software to departments - increases for updated server replacement costs

2 FY2026 Market, COLA, & Merit Salary Adjustments

3 Actual benefit costs

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Information Technology Technician	0.40	0.40	0.40	0.40
TOTAL IT INTERNAL SERVICE FUND	**0.40**	**0.40**	**0.40**	**0.40**



Fund Description

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

At a Glance:

Total Budget: $2,052,809 | Full-Time Equivalent Employees: 1.93

Budget

Fleet Internal Service Fund	Actual FY2023	Actual FY2024	Amended FY2025	Tentative FY2026	Difference	Percent Change
Revenues:						
General Fund Charges for Services - Operations[1]	216,500	242,088	255,027	277,047	22,020	8.6%
Water Utility Fund Charges for Services - Operations[1]	95,597	106,896	112,610	122,464	9,854	8.8%
Sewer Utility Fund Charges for Service - Operations[1]	98,408	110,040	115,922	126,066	10,144	8.8%
Storm Drain Utility Fund Charges for Service - Operations[1]	134,960	150,912	158,978	172,891	13,913	8.8%
General Fund Charges for Service - Capital[2]	205,688	218,978	236,213	199,281	(36,932)	-15.6%
Water Utility Fund Charges for Services - Capital[2]	105,495	202,141	225,732	228,789	3,057	1.4%
Sewer Utility Fund Charges for Services - Capital[2]	60,796	142,517	118,429	88,804	(29,625)	-25.0%
Storm Drain Utility Fund Charges for Services - Capital[2]	154,875	234,384	93,282	113,243	19,961	21.4%
Proceeds From Insurance	6,700	2,462	-	-	-	0.0%
Interest Earnings	120,990	173,582	4,800	4,800	-	0.0%
Sales of Fixed Assets[2]	7,010	169,149	599,583	336,177	(263,406)	-43.9%
TOTAL REVENUES	**$ 1,207,019**	**$ 1,753,149**	**$ 1,920,576**	**$ 1,669,563**	**$ (251,013)**	**-13.1%**
Expenditures:						
Personnel						
Salaries[3]	107,483	142,461	152,975	167,138	14,163	9.3%
Overtime	1,392	1,361	2,800	2,800	-	0.0%
Benefits[4]	49,867	58,851	62,174	81,575	19,401	31.2%
Pension Expense	(8,473)	-	-	-	-	0.0%
Uniform Allowance[1]	1,254	1,618	1,850	1,850	-	0.0%
Total Personnel	**151,523**	**204,291**	**219,799**	**253,363**	**33,564**	**15.3%**
Operating						
Administrative Charge[1]	92,375	100,879	125,005	126,845	1,840	1.5%
Subscriptions and Memberships	247	920	500	500	-	0.0%
Tool Allowance[1]	1,019	1,052	1,500	1,500	-	0.0%
Information Technology Equipment (Interfund)[5]	2,475	2,140	3,702	5,402	1,700	45.9%
Communications and Telephone	733	1,225	3,100	3,100	-	0.0%
Education and Training	3,405	598	4,000	4,000	-	0.0%
Gasoline	92,708	74,742	100,000	90,000	(10,000)	-10.0%
Oil	4,116	2,012	3,500	3,500	-	0.0%
Tires	6,121	7,138	8,000	7,000	(1,000)	-12.5%
Parts	32,161	33,946	30,000	30,000	-	0.0%
Outside Repairs	6,948	13,814	35,000	20,000	(15,000)	-42.9%
Shop Supplies	2,151	2,284	4,100	2,600	(1,500)	-36.6%
Safety Equipment	-	-	600	500	(100)	-16.7%
Insurance	142,638	146,444	130,000	136,500	6,500	5.0%
Total Operating	**387,097**	**387,194**	**449,007**	**431,447**	**(17,560)**	**-3.9%**
Capital Projects						
Depreciation Expense	387,590	453,732	-	-	-	0.0%
Vehicle Purchases[2]	-	-	1,464,821	1,367,999	(96,822)	-6.6%
Total Capital Projects	**387,590**	**453,732**	**1,464,821**	**1,367,999**	**(96,822)**	**-6.6%**
TOTAL EXPENDITURES	**$ 926,210**	**$ 1,045,217**	**$ 2,133,627**	**$ 2,052,809**	**$ (80,818)**	**-3.8%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**280,809**	**707,932**	**(213,051)**	**(383,246)**	**(170,195)**	

Budget Continued

1 Changes in operating costs

2 Scheduled vehicle replacement

3 FY2026 Market, COLA, & Merit Salary Adjustments

4 Actual benefit cost

5 Distributing City-wide software to departments

Staffing

Position	FY2023	FY2024	FY2025	Tentative FY2026
Public Works Director	0.05	0.05	0.05	0.05
Operations Superintendent	0.10	0.10	0.10	0.00
Fleet/Facilities/Park Superintendent	0.50	0.50	0.50	0.33
Fleet Foreman	0.80	0.80	0.80	0.80
Fleet/ Facilities Journeyman	0.00	0.00	0.00	0.75
TOTAL FLEET FUND	**1.45**	**1.45**	**1.45**	**1.93**

Midvale City

7505 S Holden St

Midvale, UT 84047-7180

(801) 567-7200

www.midvalecity.org

CITY COUNCIL MEETING
Minutes
Tuesday April 15, 2025

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Dustin Gettel

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Denece Mikolash
Council Member Bryant Brown – left at 7:20 p.m.
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Assistant City Manager; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Elizabeth Arnold, Senior Planner; Jonathan Anderson, Planner II; Erinn Summers; Project & Policy Manager; Laura Magness; Communications Director; Kate Andrus, RDA Program Manager; Chief Jason Mazuran, UPD; Lt. Ken Malone, UPD; and Josh Short, Jr. Network Administrator.

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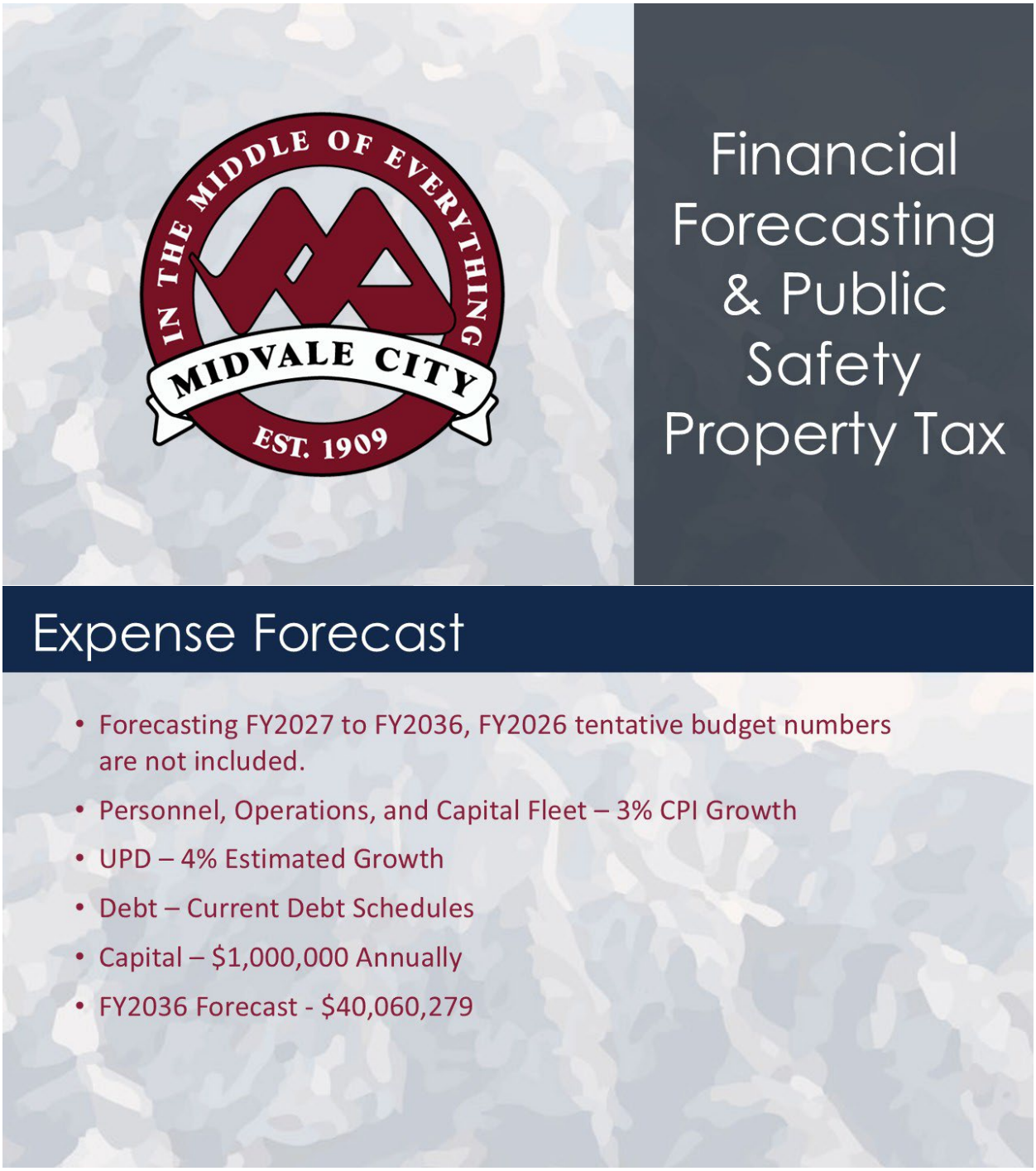
6:00 p.m. – WORKSHOP

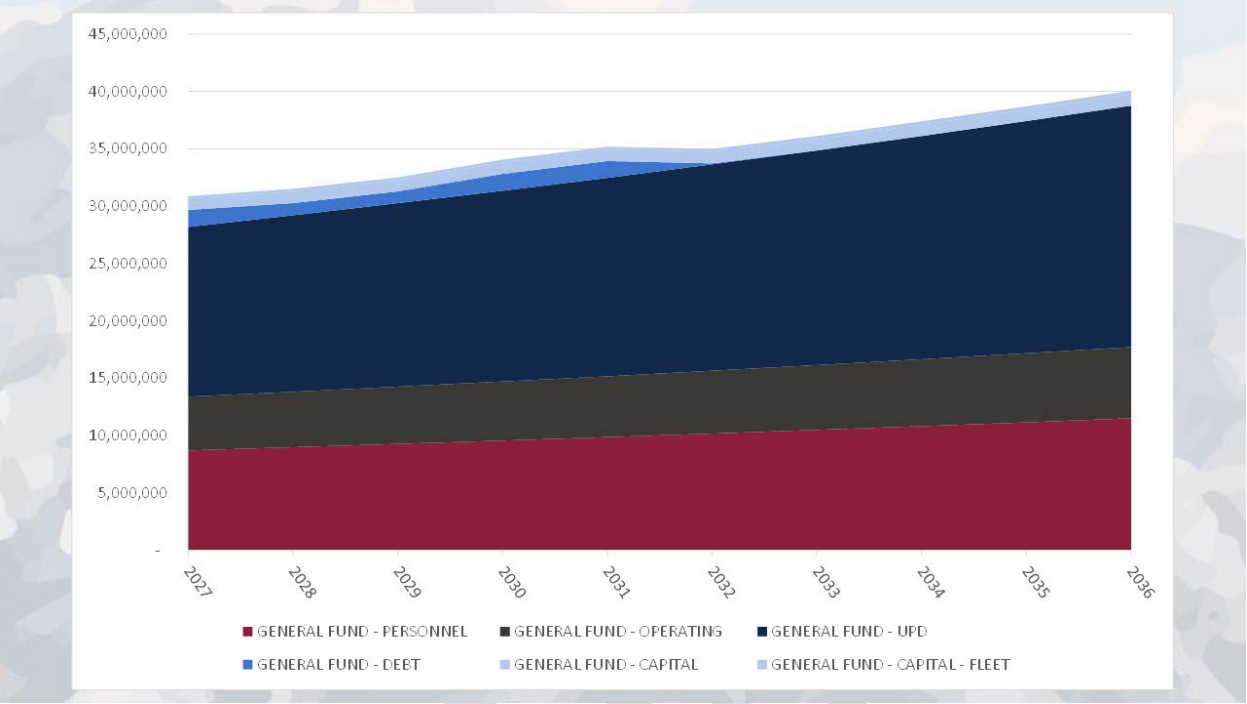
- **FY2026 BUDGET**

Matt Dahl discussed the budget and said other than public safety, the budget has not kept up with inflation.

Mariah Hill discussed the proposed FY2026 budget. She discussed a public safety property tax option that would just cover public safety costs. She reviewed the following information:

PENDING


IN THE MIDDLE OF EVERYTHING
MIDVALE CITY
EST. 1909
Financial Forecasting & Public Safety Property Tax
Expense Forecast
• Forecasting FY2027 to FY2036, FY2026 tentative budget numbers are not included.
• Personnel, Operations, and Capital Fleet – 3% CPI Growth
• UPD – 4% Estimated Growth
• Debt – Current Debt Schedules
• Capital – $1,000,000 Annually
• FY2036 Forecast - $40,060,279



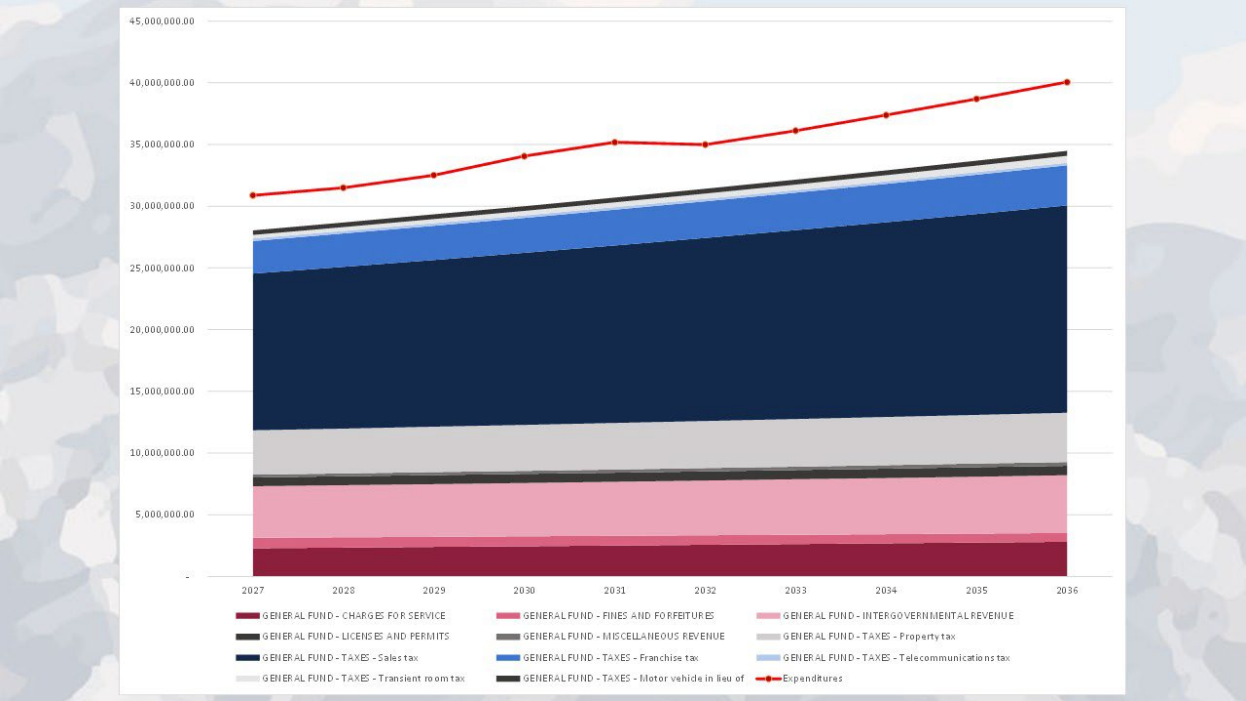
Revenue Forecast

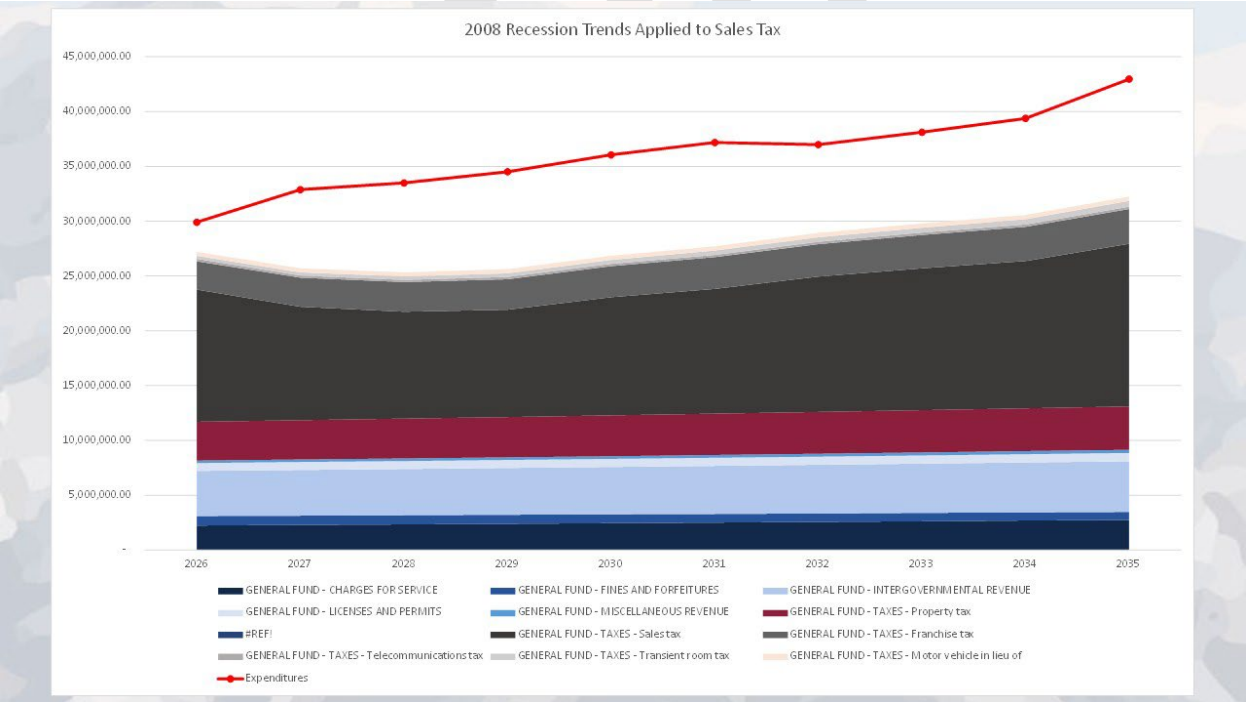
- Forecasting FY2027 to FY2036, FY2026 tentative budget numbers are not included.
- Historical Growth Rate - Charges for Service (2.33%), Fines and Forfeitures (-1.92%), Licenses & Permits (0.73%),
- Intergovernmental Revenue - $2.5 Homeless Mitigation, 3% Annual Increase on B&C, EPA Grant, Liquor
- Miscellaneous Revenue (Interest) - 3% CPI

Taxes

- Property Tax – New Growth
- Sales Tax – 3% CPI
- Franchise Tax – 10-year Average Growth Rate
- Telecomm Tax – Average of 3 previous years
- Transient Room Tax – 10-year Average Growth Rate
- Motor Vehicle Tax – 5-year Average Growth Rate

- FY2036 Forecast - $34,494,240


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GENERAL FUND - CHARGES FOR SERVICE
GENERAL FUND - FINES AND FORFEITURES
GENERAL FUND - INTERGOVERNMENTAL REVENUE
GENERAL FUND - LICENSES AND PERMITS
GENERAL FUND - MISCELLANEOUS REVENUE
GENERAL FUND - TAXES - Property tax
GENERAL FUND - TAXES - Sales tax
GENERAL FUND - TAXES - Franchise tax
GENERAL FUND - TAXES - Telecommunications tax
GENERAL FUND - TAXES - Transient room tax
GENERAL FUND - TAXES - Motor vehicle in lieu of
Expenditures


2008 Recession Trends Applied to Sales Tax
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GENERAL FUND - CHARGES FOR SERVICE
GENERAL FUND - FINES AND FORFEITURES
GENERAL FUND - INTERGOVERNMENTAL REVENUE
GENERAL FUND - LICENSES AND PERMITS
GENERAL FUND - MISCELLANEOUS REVENUE
GENERAL FUND - TAXES - Property tax
#REF!
GENERAL FUND - TAXES - Sales tax
GENERAL FUND - TAXES - Franchise tax
GENERAL FUND - TAXES - Telecommunications tax
GENERAL FUND - TAXES - Transient room tax
GENERAL FUND - TAXES - Motor vehicle in lieu of
Expenditures

FY2026 Tentative Budget

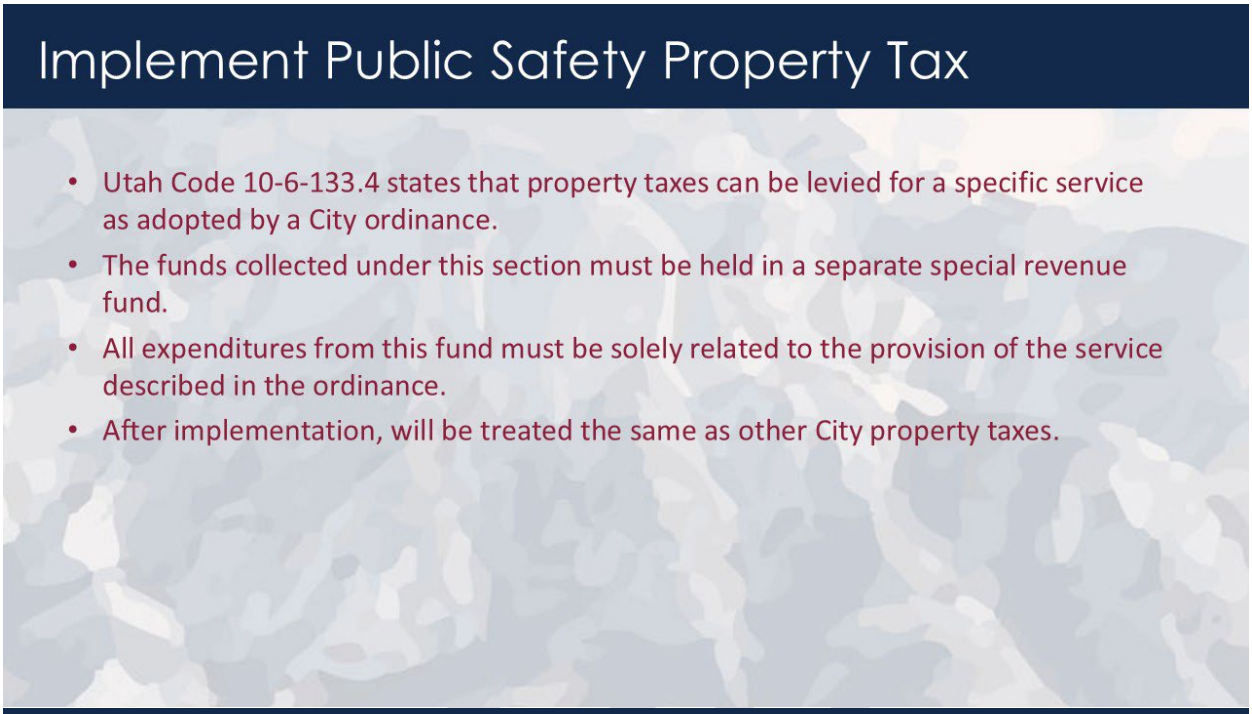
- General Fund Revenues - $27,722,922
  - Less Restricted Revenues - $25,472,922
- General Fund Expenditures - $27,921,241
  - "Restricted Expenditures" - $26,310,623
- Budget Shortfall - $198,319
  - Shortfall w/ Restrictions - $837,701
- UPD Current Total - $14,121,908
  - Increase of $444,924

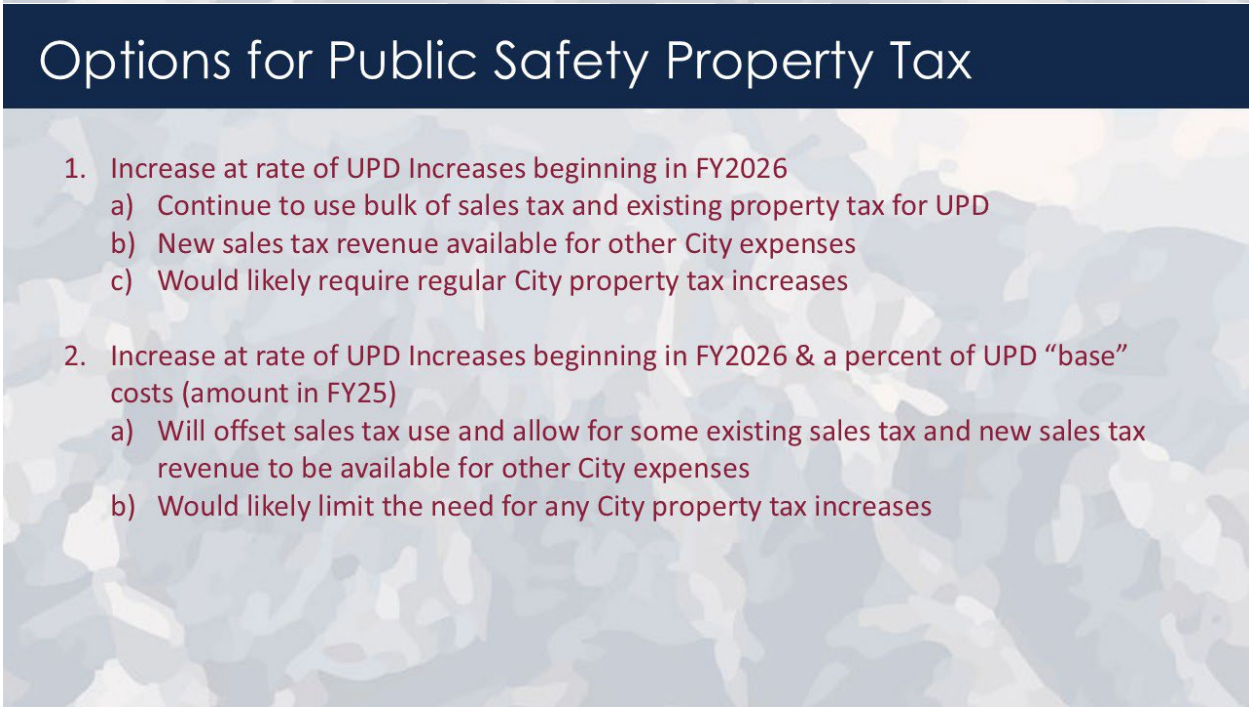
FY26 Restricted Revenues in the General Fund

- Building Permit Related Revenues
  - Revenues: $650,000
  - Related Expenditures: $522,721
- B&C Road Funds
  - Revenues: $1,600,000
  - Expenditures: $1,087,897
- Grants – No net impact

- Account for these generally, without addressing the net impact, will result in further fund balance restrictions each year.
- Exaggerating fund balance restrictions could lead to problems if fund balance were used in an economic downturn.

- FY2024 Fund Balance $8,661,383, $306,194 Restricted





7:00 p.m. – REGULAR MEETING

Mayor Dustin Gettel called the business meeting to order at 7:00 p.m.

I. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

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

C. Proclamation Honoring the Life and Legacy of Elijah Bustamante-Martinez

Mayor Dustin Gettel and each council member read a portion of the proclamation honoring the life and legacy of Elijah Bustamante-Martinez. Mayor Gettel presented the proclamation to the family along with a plant.

Jennifer Bustamante thanked the council for recognizing her baby, the youngest of her four children and the most responsible.

Benani Bustamante, Elijah's brother, thanked everyone that interacted with Elijah through school and the city.

Mayor Dustin Gettel said when Elijah came into the room, he was the personality that lit up the room.

Wade Walker said Eli's mom is in his ward. Most young men are quiet and don't like to share, but Elijah was not like that at all. Elijah loved to talk and share; he'd light up the room when he'd come in. He will continue to be an influence on the people he interacted with.

Jackson Lewis, Canyons School District, said he wanted the family of Elijah to know they are with them and are so beside themselves with the loss of such an incredible member of the community. On behalf of the Canyons School District, they are with the family and support the family.

D. Proclamation Declaring May as Front-Line Workers Appreciation Month

Mayor Dustin Gettel read the proclamation declaring May as Front-Line Workers Appreciation Month.

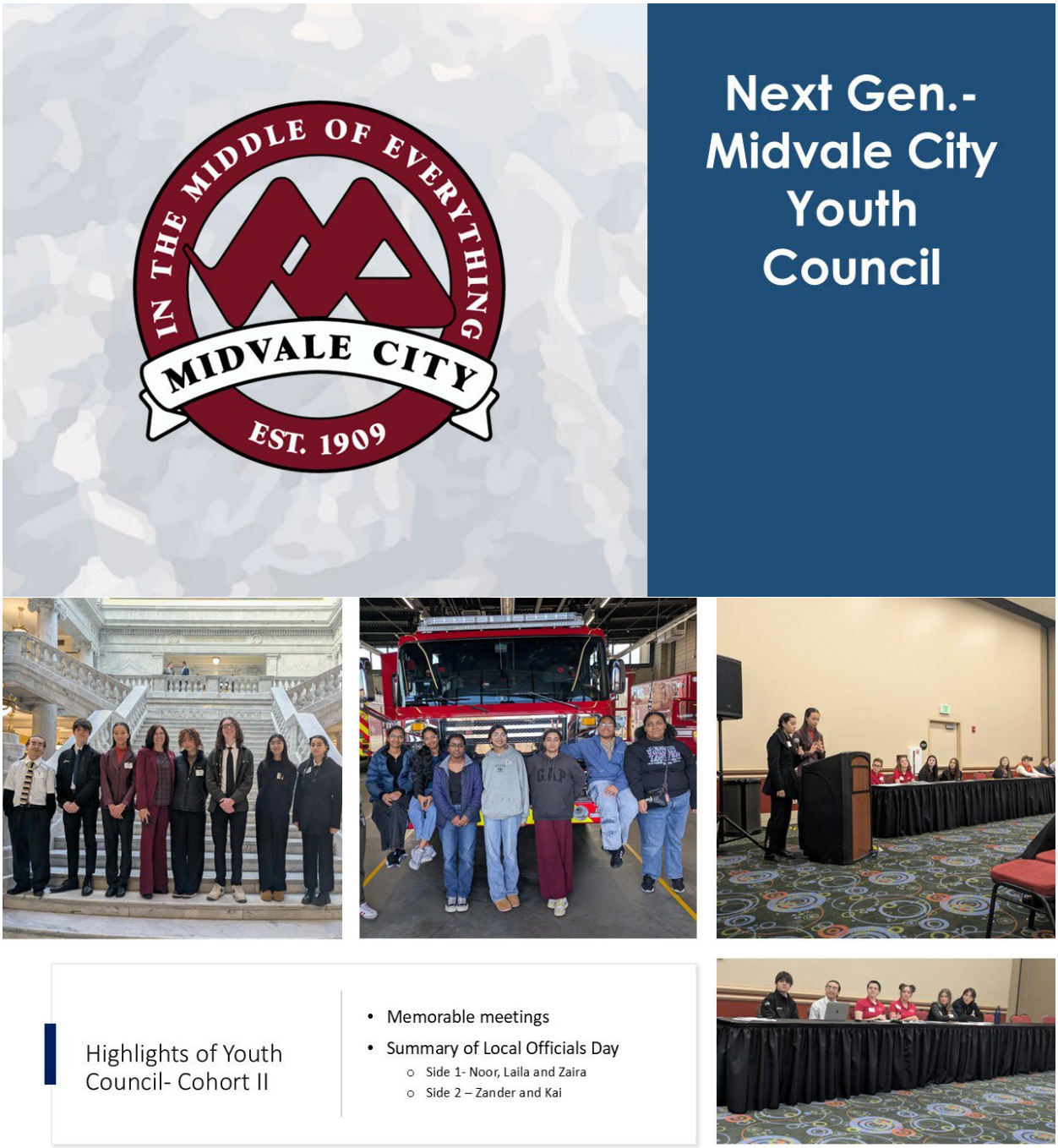
E. Next Gen Policy Presentation

Each Next Gen member introduced themselves and stated their favorite subject in school.

Vanessa Guevara, Coalition Coordinator, summarized the events the Next Gen members were involved in. The group visited the Unified Police Department and the Unified Fire Authority. They attended Local Officials Day with the Zero Waste 2034 Policy and met

PENDING

State Legislatures. Some of the projects the Next Gen were involved with include Youth Mural and Resource Fair for Youth by Youth.





Natalia Sun said on behalf of Zero Wast Utah 2034, this initiative will help prepare the community for the 2034 Winter Olympics and set us up for long term sustainability. One goal of the International Olympic Committee is to reduce the environmental footprint of the games, she explained how this can be achieved.



What Is It?

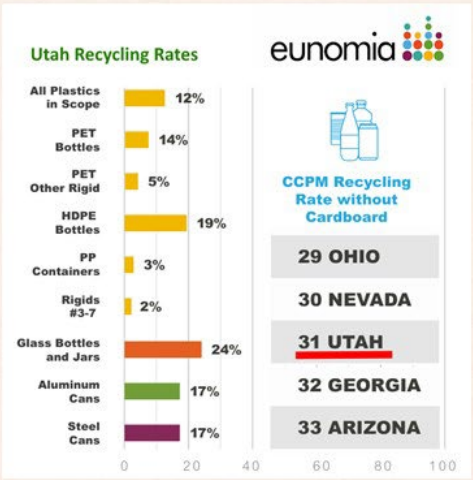
Enhancing Utah's Recycling Infrastructure for Sustainable Growth and Olympic Readiness

- ❑ Double Utah's recycling rates by 2034
- ❑ Achieve the Top 10 State status by 2044
- ❑ Foster a culture of environmental responsibility



Why Do It?

- ❑ Align with IOC's key object to reduce the environmental footprint of the games.
- ❑ Address the lack of a coherent state-wide policy for sustainable development.
- ❑ Leave long-lasting positive impact for the generations to come.



WE CAN DO MUCH BETTER!





Matt Dahl explained to the group how Midvale City supports recycling and responsible waste disposal. He asked Natalia how Midvale City could improve their efforts.

Natalia Sun said in Washington State the grocery stores have a space for glass recycling as you enter the store, and sometimes you can get a deposit back for glass that is returned to the store for recycling.

Matt Dahl said that Midvale bases recycling policies on the demand both locally and internationally. He asked if research was done into the market for recyclable materials?

Natalia Sun said she did not do international research into recycling.

Mayor Dustin Gettel awarded Midvale pins to each Next Gen member.

Vanessa Guevara recognized the work that the group did while attending Local Officials Day at the State Capital. She explained that they only had 10 minutes to put together a presentation, and the Midvale Next Gen group won on both of their presentations.

Zaira said participating in the Local Officials Day was a learning opportunity for her and she gained public speaking and listening skills. Zaira said she enjoyed attending Next Gen meetings and always went away with new knowledge. She said her favorite part of being a Next Gen member was touring the different city buildings and learning what it takes to run a city.

F. Unified Police Department Report

Chief Jason Mazuran said he was filling in for Chief April Morse. He said he was glad to be at the meeting to be part of the tribute to Elijah; he thought it was very nice.

Chief Mazuran talked about the Unified Police Department budget and said he understands how UPD's budget affects Midvale City's budget. He explained that during the budget process they try to maintain the levels of service the community needs and wants, and he talked about how they go about creating the budget.

Chief Mazuran recognized Chief April Morse for her hard work and Lieutenant Ken Malone for the hard work and support he gives to Midvale City. Lieutenant Malone is the one that makes the requests and ideas that are proposed to Chief Morse happen.

II. PUBLIC COMMENTS

Sue Robovich said she walks on Main Street often and has been impacted by the increase in traffic on Main Street. She said the previous mayor told her that traffic calming plans will be part of the Main Street vision, and she wants to know when the traffic calming plan on Main Street will be put in place.

PENDING

Mayor Dustin Gettel said he knows there are some planned “walkable community” plans in the design.

Nate Rockwood explained the improvements that are currently in the works.

Senator Kathleen Reibe expressed appreciation for the service to the community that Midvale officials provide.

Davie Bird, Manager at the Tyler Library, extended an invitation to residents to come to the library. The library offers crafts and spaces for kids to hang out and play Roblox and D & D. He encouraged families to take advantage of the early literacy activities the library offers as well as weekly story times. He said there is free Wi-Fi and computers available to use. Also don’t miss El Dia del Nino (Children’s Day) on April 26th. There will be crafts, a magic show, and free books for attendees.

III. COUNCIL REPORTS

A. **Council Member Bonnie Billings** – expressed heartfelt sympathies to Elijah’s family. She thanked the Next Gen program and the students involved in it.

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

C. **Council Member Heidi Robinson** - expressed gratitude to Public Works. She and Mayor Gettel had lunch with Public Works and really enjoyed it.

D. **Council Member Bryant Brown** – was excused

E. **Council Member Denece Mikolash** – thanked all those that showed up to the Community Council open house. She also thanked the residents that filled out the survey for parks and open space. She attended a virtual round table with the Planning Commission regarding legislation that can impact the city. She also expressed appreciation to Council Member Bryant Brown and Mayor Dustin Gettel for their response to some community concerns that were brought up on Facebook.

IV. MAYOR REPORT

A. Mayor Dustin Gettel said he went to Midvalley Elementary School to speak during career day, he spoke to four classrooms. Each classroom had a ribbon cutting ceremony. He said he’d liked to think that he captivated them, but it was really the oversize scissors that caught their attention. Last week he was able to tour the South Salt Lake Men’s Resource Center. He also went to the MVP, medically

PENDING

vulnerable people, facility in Sandy where they serve folks that have mental or physical conditions that make finding housing difficult.

V. CITY MANAGER REPORT

A. Matt Dahl said the next Community Council discussion meeting is scheduled for April 30 at 6:00 p.m.

VI. PUBLIC HEARINGS

A. **CONSIDER AMENDING SECTION 17-7-1.13 OF THE MIDVALE CITY MUNICIPAL CODE CLARIFYING THE DUPLEX OVERLAY ZONE LANGUAGE, SECTION 17-7-1.3(A)(1) CHANGING LANGUAGE TO BE CLEARER, AND SECTION 17-2-4 CLARIFYING THE "DUPLEX DWELLING" DEFINITION**

Elizabeth Arnold said the changes to Section 17-7-1.13, the duplex overlay zone, removes redundant language. The amendment to section 17-7-1.3(A)(1) removes the requirement that a structure must be preexisting before being allowed to subdivide. The change to the definition section removes language requiring that a duplex must be owned by one owner, allowing for individual ownership of each side.
Public notice has been 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.

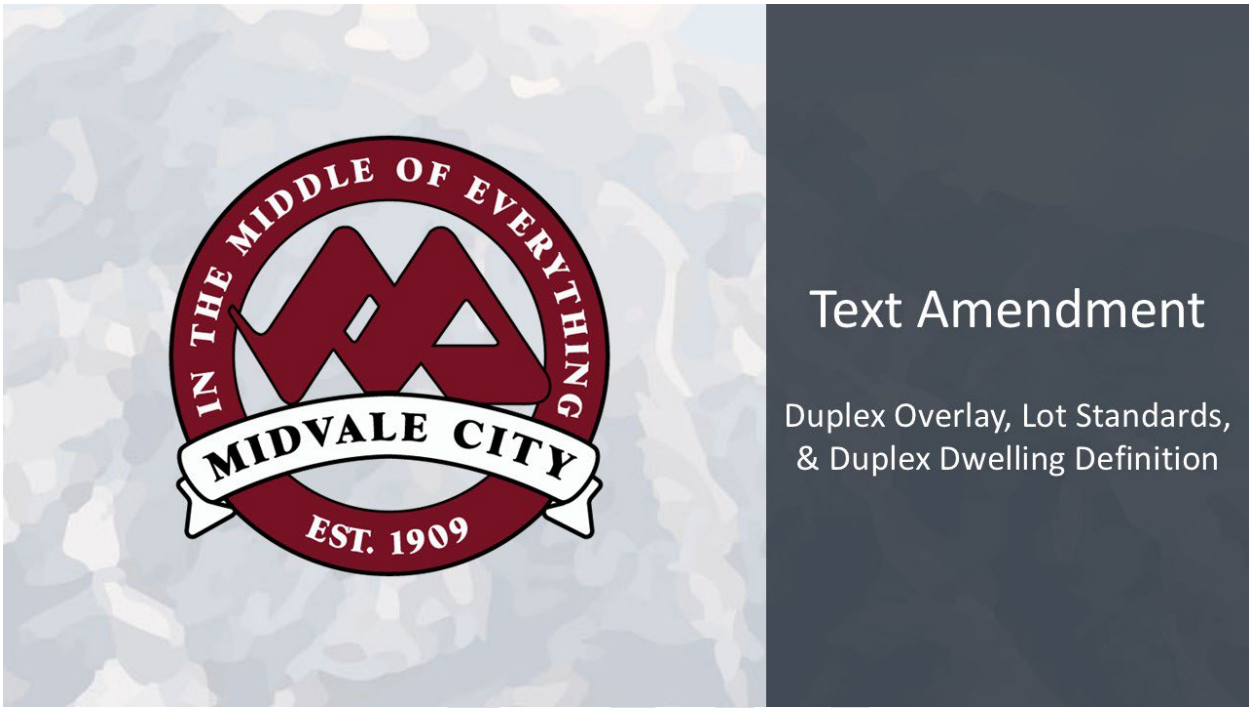
-ZONING CODE AMENDMENT CRITERIA-

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 the third criterion listed above.

PENDING



Proposed Changes

17-7-1.13 Duplex (two-unit~~family~~) overlay (DO) zone.

The duplex overlay zone is intended to provide additional standards for the development of duplexes within the zone district. The duplex overlay zone informs the owners of the standards

The Midvale Municipal Code is current through Ordinance 2024-31, passed December 3, 2024.

Midvale Municipal Code Section 17-7-1 Page 2 of 2

that will be applied in approving or denying proposed developments. The duplex overlay zone supplements, but does not supersede, other provisions in this title. ~~Owners and designers shall also refer to this code for other specific requirements. The goal of the ordinances of the city is the development of a consistently high quality environment, and to assure and enhance the investments of those located in the zoning district.~~

A. *Boundaries.* The requirements of the duplex overlay zone shall apply to all properties within the duplex overlay zone boundaries depicted on the zoning map.

~~B. *Procedures.* Applications for duplexes shall be processed as an allowed use, under the criteria listed in Section 17-3-3.~~

~~B~~C. *Lot Size Exclusion.* For the purpose of promoting owner-occupied residences, a lot complying with the requirements of the underlying zone and falling within the duplex overlay zone may be subdivided to allow for individual ownership of each side of a duplex. ~~single family attached structure.~~ In such instance, the duplex ~~structure~~ shall be exempt from the interior side yard setback. (Ord. 2022-18 § 1 (Att. A); Ord. 2022-03A § 1 (Att. A); Ord. 2021-19 § 1 (Att. A); Ord. 11-13-2001

17-2-4 "D" definitions.

"Duplex dwelling" or "duplex" means a building containing two dwelling units that ~~is owned by one owner and~~ has separate exterior entrances for each dwelling unit. A duplex dwelling does not require an owner to live in one of the dwelling units. A duplex dwelling does not include a single family dwelling with an internal accessory dwelling unit.

17-7-1.3 Lot standards.

The following standards apply to all new subdivisions of land in the zone:

A. *Lot Area.* The minimum lot area is seven thousand square feet, subject to the following exception:

1. For the purpose of promoting owner-occupied residences, a lot complying with the requirements of the zone may be subdivided to allow for individual ownership of a duplex~~pre-existing single family attached structure~~.

B. *Lot Width.* The minimum lot width is fifty-five feet, measured at the front setback line.

Text Amendment Criteria

17-3-1(F):

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.

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

There were no public comments.

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

ACTION: Approve Ordinance No. 2025-O-05 Approving a Text Amendment to Amend Section 17-7-1.13 of the Midvale City Municipal Code Clarifying the Duplex Overlay Zone Language, Section 17-7-1.13(A)(1) Changing Language to be Clearer, and Section 17-2-4 Clarifying the "Duplex Dwelling" Definition.

MOTION: Council Member Heidi Robinson MOVED to Approve Ordinance No. 2025-O-05 approving a text amendment to Section 17-7-1.13 of the Midvale City Municipal Code clarifying the duplex overlay zone language, Section 17-7-1.3(A)(1) changing language to be clearer, and Section 17-2-4 clarifying the "Duplex dwelling" definition. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

B. CONSIDER AMENDING SECTION 17-7-7.2 OF THE MIDVALE CITY MUNICIPAL CODE FIXING ERRORS IN THE USE TABLE FOR FINANCIAL INSTITUTIONS, ADDING RETAIL TOBACCO SPECIALTY BUSINESSES AS AN ALLOWED USE, AND ADDING RELATED SPECIFIC USE STANDARDS. ADDITIONALLY, AMENDING SECTIONS 17-7-7.2(A), 17-7-12.2(A), AND 17-7-13.2(A) FIXING ERRORS IN THE SPECIFIC USE STANDARDS FOR MEDICAL CANNABIS PHARMACIES AND RETAIL TOBACCO SPECIALTY BUSINESSES, AND SECTIONS 17-7-7.8, 17-7-12.7, AND 17-7-13.7 FOR RELATED PARKING STANDARDS.

Jonathan Anderson said Public notice has been sent to affected entities as required in 17-3-9.B of the Midvale 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:

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

PENDING

Staff finds that this proposal meets the third and fourth criteria listed above by making interpretation more straightforward and fixing clerical errors. See below for details of the State Street, Regional Commercial, and Clean Industrial Zone amendments.

State Street Zone (Sections 17-7-7.2, 17-7-7.8):

Changes Financial Institutions With Drive-up Window from Allowed to Administrative Conditional Use Permit in the Use Table.

- Changes Financial Institutions Without Drive-up Window from Administrative Conditional Use Permit to Allowed in the Use Table.
- The use table was missing Retail Tobacco Specialty Businesses as an allowed use. Currently there are multiple businesses that fall under this use operating in the zone. The use-specific standards language was amended and added for the use in this zone.
- Fixes parking standards for Medical Cannabis Pharmacies, Retail Tobacco Specialty Businesses, and Retail and Service Commercial uses to be consistent with definitions under Chapter 17-2 of the Midvale Municipal Code.

Regional Commercial Zone (Sections 17-7-12.2(A), 17-7-12.7):

- Amends Retail Tobacco Specialty Business use-specific standards by fixing errors.
- Fixes parking standards for Medical Cannabis Pharmacies, Retail Tobacco Specialty Businesses, and Retail and Service Commercial uses to be consistent with definitions under Chapter 17-2 of the Midvale Municipal Code.

Clean Industrial Zone (Sections 17-7-13.2(A), 17-7-13.7):

- Amends Retail Tobacco Specialty Business use-specific standards by fixing errors.
- Fixes parking standards for Medical Cannabis Pharmacies, Retail Tobacco Specialty Businesses, and Retail and Service Commercial uses to be consistent with definitions under Chapter 17-2 of the Midvale Municipal Code.

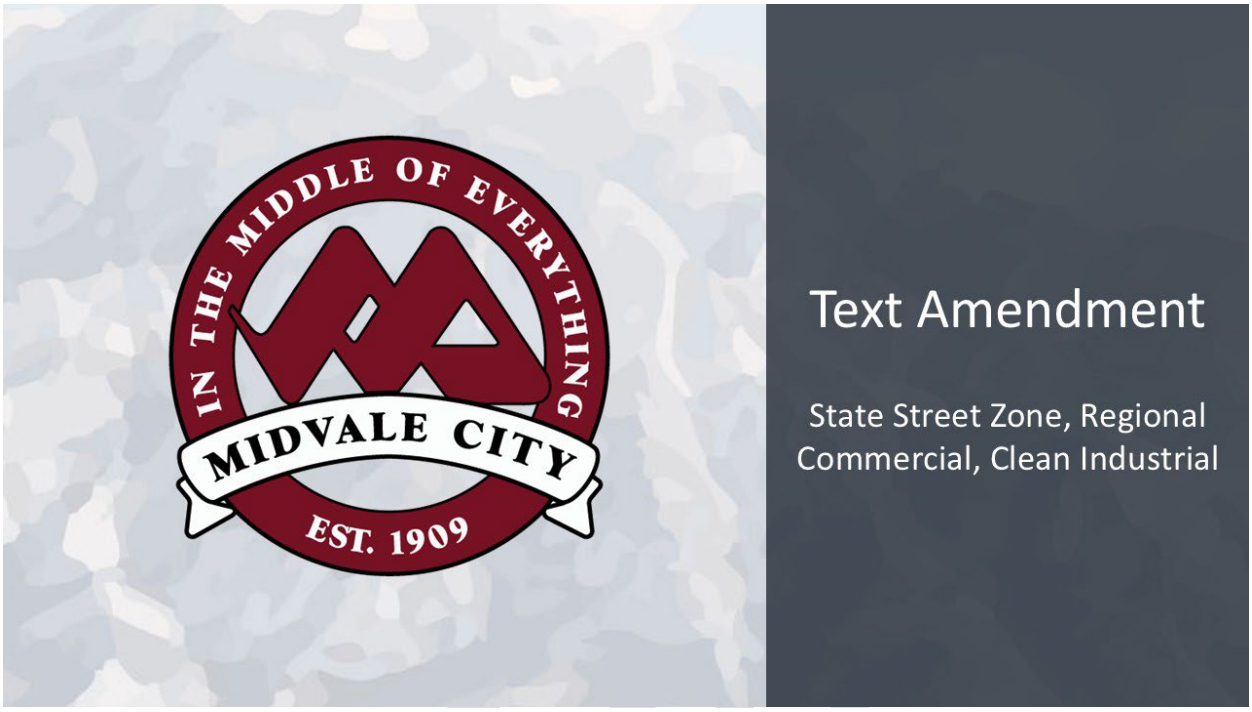
STAFF RECOMMENDATION

Staff recommends the City Council approve the text amendment with the following finding:
1. The amendment complies with Midvale City Municipal Code 17-3-1(F)(3 & 4).

PLANNING COMMISSION RECOMMENDATION

At the 3/26/2025 Planning Commission Meeting, there was a brief discussion on the definition of Retail Tobacco Specialty Business. The Commission recommended **approval** of the text amendment.

PENDING



State Street Zone (17-7-2, 17-7-7.8)

- Changes Financial Institutions With Drive-up Window from Allowed to Administrative Conditional Use Permit in the Use Table.
- Changes Financial Institutions Without Drive-up Window from Administrative Conditional Use Permit to Allowed in the Use Table.
- The use table was missing Retail Tobacco Specialty Businesses as an allowed use. Currently there are multiple businesses that fall under this use operating in the zone. The use-specific standards language was amended and added for the use in this zone.
- Fixes parking standards for Medical Cannabis Pharmacies, Retail Tobacco Specialty Businesses, and Retail and Service Commercial uses to be consistent with definitions under Chapter 17-2 of the Midvale Municipal Code.

Regional Commercial (17-7-12.2(A), 17-7-12.7)

• Amends Retail Tobacco Specialty Business use-specific standards by fixing errors.

• Fixes parking standards for Medical Cannabis Pharmacies, Retail Tobacco Specialty Businesses, and Retail and Service Commercial uses to be consistent with definitions under Chapter 17-2 of the Midvale Municipal Code.

Clean Industrial (17-7-13.2(A), 17-7-13.7)

• Amends Retail Tobacco Specialty Business use-specific standards by fixing errors.

• Fixes parking standards for Medical Cannabis Pharmacies, Retail Tobacco Specialty Businesses, and Retail and Service Commercial uses to be consistent with definitions under Chapter 17-2 of the Midvale Municipal Code.

17-3-1(F)

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.

Mayor Dustin Gettel explained the differences the City Council originally determined between Medical Cannabis use and Tobacco use.

The City Council asked to have the Tobacco removed from the amendment.

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

There were no public comments.

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

ACTION: Approve Ordinance No. 2025-O-06 Approving a Text Amendment to Amend Section 17-7-7.2 of the Midvale City Municipal Code Fixing Errors in the Use Table for Financial Institutions, Adding Retail Tobacco Specialty Businesses as an

Allowed Use, and Adding Related Specific Use Standards. Additionally, Amending Sections 17-7-7.2(A), 17-7-12.2(A), and 17-7-13.2(A) Fixing Errors in the Specific Use Standards for Medical Cannabis Pharmacies and Retail Tobacco Specialty Businesses, and Sections 17-7-7.8, 17-7-12.7, ad 17-7-13.7 for Related Parking Standards.

MOTION: Council Member Paul Glover MOVED to table Ordinance No. 2025-O-06. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

C. CONSIDER AMENDING SECTION 17-4-1 OF THE MIDVALE MUNICIPAL CODE TO ALLOW THE CITY COUNCIL TO DETERMINE A PLANNING COMMISSION STIPEND

Wendelin Knobloch said In 2016 the planning commission stipend was changed from $20 to $50 for every meeting attended. This change was not reflected in the city code, which still shows the $20 figure. The proposed code amendment reflects the practice of the last nine years and places the decision of the compensation amount into the budgeting process where it should and has occurred for the last nine years as part of the Planning Department budget.

Public notice was sent to affected entities as required in Section 17-3-9(B) of the Municipal Code. No verbal or written comments have been received at the time of this writing.

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;

PENDING

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 the first, second, third, and fourth criterion listed above.

Criterion 1 is fulfilled, because Title 17 intends to compensate planning commissioners within budgetary constraints.

Criterion 2 is fulfilled, because planning commissions are a required part of the governmental structure that enables land use regulation.

Criterion 3 is fulfilled, because the amendment clarifies who approves the amount of planning commission stipends.

Criterion 4 is fulfilled, because the actual compensation amount of the planning commission does not reflect the current language in the code.

STAFF RECOMMENDATION

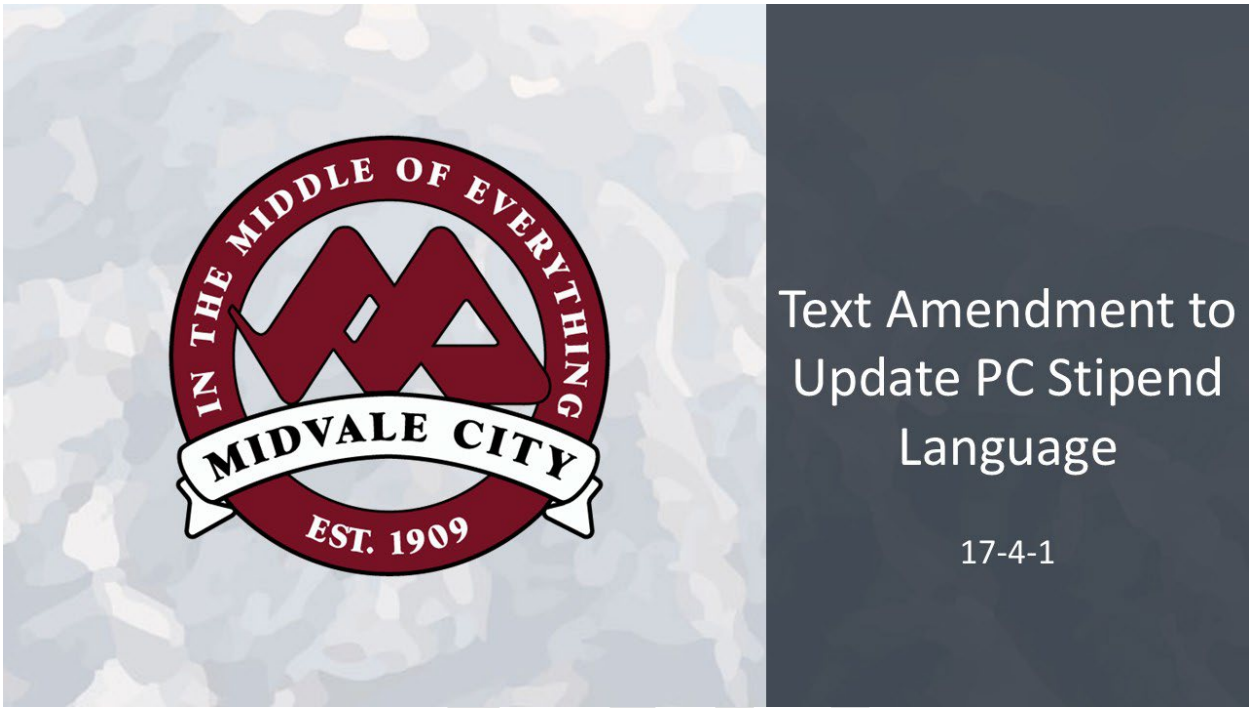
Staff recommended he City Council to approve the code text amendment with the following finding:

1. The amendment complies with Midvale City Code 17-3-1(F) and fulfills all four amendment criteria.

PLANNING COMMISSION RECOMMENDATION

This item was heard during the 3/25/2025 Planning Commission meeting and the Planning Commission recommended approval unanimously.

PENDING



MMC 17-4-1

- Current Code Language
  - Members of the planning commission to include alternates may, within budgetary constraints, be paid a stipend of twenty dollars for each meeting attended, …
- Amended Code Language
  - Members of the planning commission to include alternates may, within budgetary constraints, be paid a stipend ~~of twenty dollars~~ for each meeting attended, as determined by the city council …
- This amendment fulfills all criteria found in MMC 17-3-1(F)

MMC 17-4-1

Midvale Municipal Code Section 17-4-1, Establishment of the commission Page 1 of 1

17-4-1 Establishment of the commission.

There is created a planning commission to be composed of five members and two alternates, appointed by the mayor with the advice and consent of the city council from among qualified electors of the city in a manner providing balanced geographic, professional, neighborhood and community interest representation. Members of the planning commission to include alternates may, within budgetary constraints, be paid a stipend ~~of twenty dollars~~ for each meeting attended as determined by the city council, payment to be made quarterly. (Ord. 12-11-2001C § 2 (part))

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

There were no public comments.

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

ACTION: Approve Ordinance No. 2025-O-07 Amending Section 17-4-1 of the Midvale Municipal Code to allow the City Council to determine a Planning Commission Stipend

MOTION: Council Member Heidi Robinson MOVED to Approve Ordinance No. 2025-O-07 which amends Section 17-4-1 of the Midvale Municipal Code to allow the City Council to determine a Planning Commission Stipend. The motion was SECONDED by Council Member Paul Glover.

Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

VII. CONSENT AGENDA

A. CONSIDER MINUTES OF APRIL 1, 2025

B. SET DATE AND TIME [MAY 6, 2025, AT 7:00 P.M.] FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF THE FY2026 TENTATIVE BUDGET BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

VIII. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2025-R-16 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SALT LAKE COUNTY FOR THE 2025 MIDVALE MUNICIPAL ELECTION

Rori Andreason said Midvale City, along with all other municipalities within Salt Lake County, have contracted with the Salt Lake County Election Division to provide election services for municipal elections. The 2025 Midvale municipal election will include the seats of the Mayor and Council Districts 4 and 5.

On February 4, 2025, the Council approved the use of the alternative voting method of ranked choice voting for the 2025 Municipal Election. Salt Lake County's estimated cost structure for election services has changed to include an additional cost for administration, as well as the cost of the ranked choice voting license, which will be

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shared by those entities that participate in the alternative voting method. Salt Lake County has indicated they will only bill for the actual costs incurred.

Cost Estimate

Description	**Base Scenario** (all entities participating in primary)	**High Participation Scenario** (~2/3 entities participating in primary)	**Low Participation Scenario** (~1/3 entities participating in primary)
Primary Election Cost	$12,375	$0	$0
General Election Cost	$29,945	$33,947	$33,950
Election Administration Fee	$3,000	$3,000	$3,000
Ranked Choice Software Charge *(if applicable)*	[$26,250 / # of participating entities]	[$26,250 / # of participating entities]	[$26,250 / # of participating entities]

Ranked Choice Software License Charge

- The Ranked Choice Voting Software License Charge will be billed to any entity electing to use ranked choice voting (RCV) as a voting method, regardless of whether or not the election contests use that method in the general election.
- The final software license charge for entities electing to use RCV will be determined after May 1st, 2025.
- The software license charge will be calculated by taking the full software cost ($26,250) and dividing it equally by the number of entities that have elected to use RCV.
- The software license charge will be invoiced after May 1st, 2025. Fee must be paid within 30 days of the date of the invoice.

Fee Statements

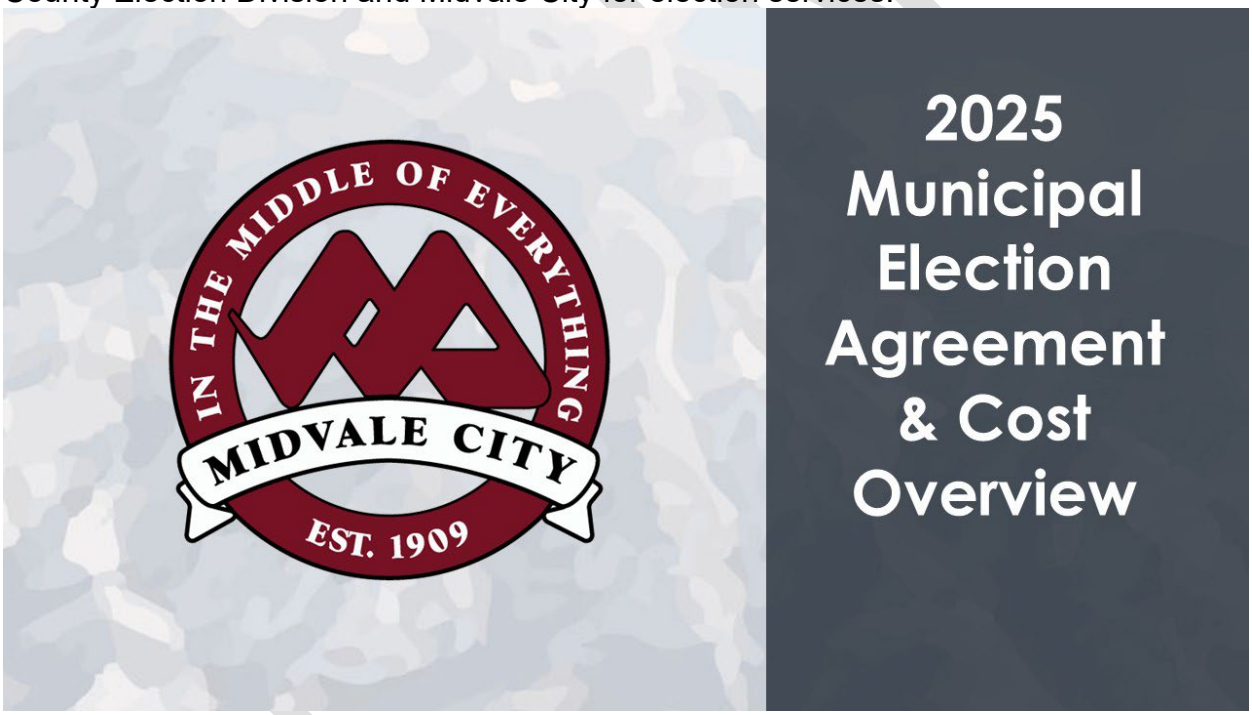
- The Election Administration Fee (Admin Fee) will be billed after July 1st, 2025.
- All entities that wish to contract with Salt Lake County will pay the Admin Fee within 30 days of the date of the invoice.
- The Admin Fee will be applied towards each entity's billed amount for the 2025 election.
- If the Admin Fee exceeds the billed cost of the 2025 election, the excess amount

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will be applied towards the total election cost to reduce overall cost.
- Admin Fees will not be refunded.
- If a ballot measure appears on a general election ballot for a municipality or special district, that measure will be treated as a separate contest and will be billed to the municipality/district accordingly. A recount election will be addressed in the same manner.
- All billing will be based on actual costs.

Salt Lake County has provided the City with an Agreement between Salt Lake County Election Division and Midvale City for election services for the 2025 Municipal Election. The Midvale City Attorney has reviewed the agreement, and the version attached has been agreed upon by both parties.

A Resolution has been prepared for Consideration of Approval of the 2025 Midvale Municipal Election Authorizing the Mayor to enter into an Agreement between Salt Lake County Election Division and Midvale City for election services.



Background

- Midvale City, along with other Salt Lake County municipalities, has contracted with Salt Lake County Election Division
- County will provide services for the 2025 municipal elections
- Offices on the ballot:
  - Mayor
  - Council District 4
  - Council District 5

Election Cost Estimates

Description	Base Scenario (All Entities)	High Participation (~2/3 Entities)	Low Participation (~1/3 Entities)
Primary Election	$12,375	$0	$0
General Election	$29,945	$33,947	$33,950
Admin Fee	$3,000	$3,000	$3,000
RCV Software	$26,250 / # of RCV Entities	$26,250 / # of RCV Entities	$26,250 / # of RCV Entities

City Indemnification Obligations

•City agrees to indemnify, hold harmless, and defend the County for claims arising from:
- City's breach of the agreement
- Negligent or wrongful acts/errors/omissions by City, officers, agents, or employees
- City's election-related decisions or directions

City Indemnification – Scope

•Includes:
- Attorney fees
- Litigation and court costs
- Expert witness fees
- Settlements, arbitration awards, or verdicts

•Obligations survive expiration or termination of the agreement

County Indemnification Obligations

•County agrees to indemnify, hold harmless, and defend the City only for claims resulting directly from:
- County's gross negligence
- County's willful misconduct in performance of the agreement

County's Response

We're not able to make the changes proposed by your counsel to the indemnification language. The agreement sent by Ann on 4/7 contains the indemnification language we can agree to.

As a general practice the County treats this as the City's election. The County Clerk has always been willing to lend her expertise and resources to help administer the municipalities' and special districts' elections, which allow them to capitalize on economies of scale. The Clerk, of course, only charges her actual costs to do so. In offering election services under these circumstances, **the County doesn't typically indemnify the local entity holding the election**. We hope that you will be willing to accept the language we've included as section 2.1(c), wherein the County will agree to indemnify the City for its gross negligence or willful misconduct in its performance of the agreement. **This is the most risk that the County is willing to assume**.

Termination Clause

This Agreement may be terminated (with or without cause) **by the County upon at least thirty-days prior written notice to the City.** This Agreement may be terminated (with or without cause) by the City any time before April 30, 2025, upon written notice to the County. Upon any such termination, the following shall occur:

(a) the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of termination and based upon the dollar amounts for materials, equipment and services set forth herein;

(b) the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement;

(c) each party shall retain ownership of any property it owned prior to the date of this Agreement and the City shall own any property it created or acquired pursuant to this Agreement; and

(d) **if any pre-payment is required by the County and has been paid by the City, then such amount shall be retained by the County as a non-refundable administrative fee to cover the County's actual costs of preparing for the City's elections.**



Garrett Wilcox explained some of the legal changes that were requested from the County.

MOTION: Council Member Bonnie Billings MOVED to Approve Resolution No. 2025-R-16 Authorizing the Mayor to Enter into an Agreement between Salt Like County Election Division and Midvale City for Election Services. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2025-R-17 A RESOLUTION OF THE CITY COUNCIL OF MIDVALE, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $18,500,000 AGGREGATE PRINCIPAL AMOUNT OF WATER, SEWER AND STORM WATER REVENUE BONDS, SERIES 2025 (THE "SERIES 2025 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2025 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES

2025 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2025 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2025 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2025 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; AUTHORIZING AND APPROVING A SUPPLEMENTAL INDENTURE, A BOND PURCHASE CONTRACT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

Mariah Hill said Midvale City is considering issuing Water, Sewer, and Storm Water Revenue bonds to finance the construction of a new public works facility to be used for storage, office space, fleet maintenance, and general operations of the City public works department and related improvements. These bonds may also be used to fund a debt service reserve fund, if necessary and pay costs of issuance.
The attached resolution establishes parameters within which designated City officials can approve the sale of the bonds. The parameters as set forth in the resolution are:

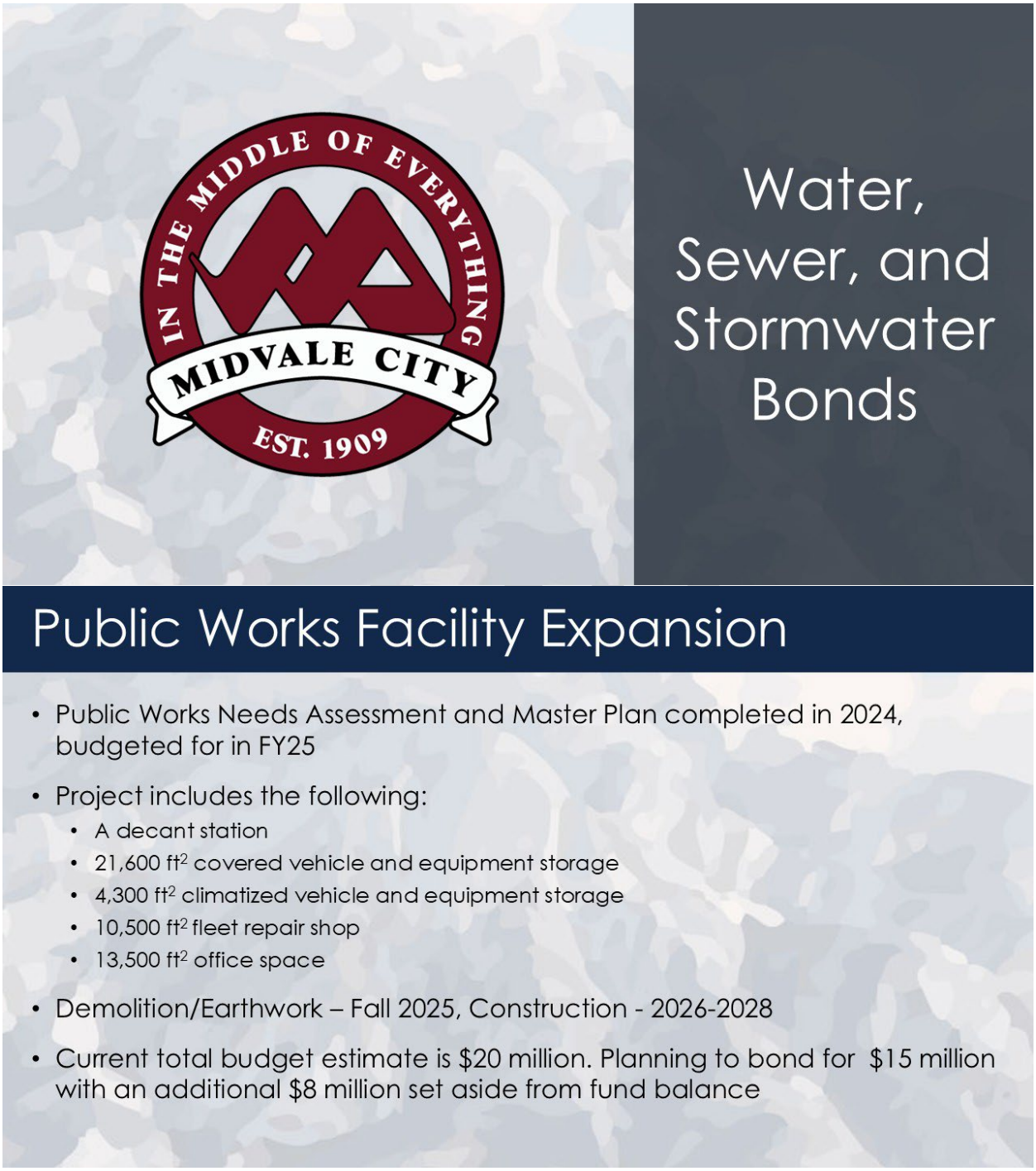
- The aggregate principal of the bond shall not exceed $18,500,000
- Interest shall not exceed 7.00% per annum
- The length of the bond will be no more than 35 years
- The bonds cannot be sold at less than 96% of the total principal

The details of the bond, including specific projects and amount, will be established and presented to the City Council at the time of the public hearing on May 20, 2025.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:
The Water, Sewer, and Storm Water funds have been evaluated by both city staff and the city's financial advisors and it has been determined the funds have appropriate debt service coverage and debt service reserves.

PENDING


IN THE MIDDLE OF EVERYTHING
MIDVALE CITY
EST. 1909
Water, Sewer, and Stormwater Bonds
Public Works Facility Expansion
• Public Works Needs Assessment and Master Plan completed in 2024, budgeted for in FY25
• Project includes the following:
• A decant station
• 21,600 ft2 covered vehicle and equipment storage
• 4,300 ft2 climatized vehicle and equipment storage
• 10,500 ft2 fleet repair shop
• 13,500 ft2 office space
• Demolition/Earthwork – Fall 2025, Construction - 2026-2028
• Current total budget estimate is $20 million. Planning to bond for $15 million with an additional $8 million set aside from fund balance

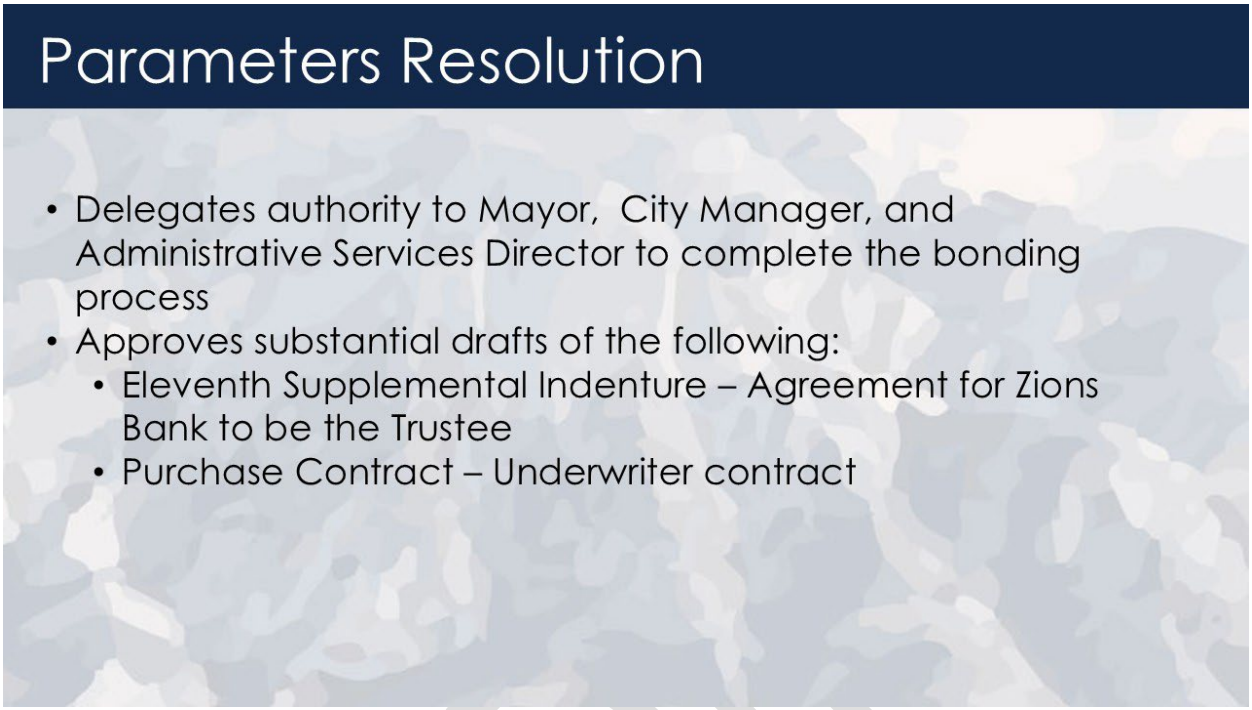
Bonding Overview

- April 15, 2025 (City Council Meeting) – Parameters Resolution
- May 20, 2025 (City Council Meeting) – Public Hearing, Approval of Preliminary Official Statement, and Authorize Sale of Bond (including Delegation of Authority)
- May 21- July 9, 2025 – Staff, Financial Advisors, Bond Council, and Underwriter work, including rating
- July 10, 2025 – Tentative Bond Closing

Parameters Resolution

Considered by City Council on April 15, 2025 and set the parameters which the bond shall not exceed, including:

- Amount: $18,500,000
- Interest Rate: 7%
- Maturity: 35 Years
- Future Sale of Bond: No Less than 96% of total principal



Laura Lewis, Principal of Municipal Advisory Firm LRB Public Finance Advisors, said she has served Midvale City for many years. She explained the market surges and drops and stated what was typical and what she advised. She would like to get the bonds priced within the next 90 days.

MOTION: **Council Member Heidi Robinson MOVED to adopt Resolution 2025-R-17, authorizing the issuance and sale of not more than $18,500,000 aggregate principal amount of water, sewer, and storm water revenue bonds; fixing the maximum aggregate principal amount of the bonds, the maximum number of years over which the bonds may mature, the maximum interest rate which the bonds may bear, and the maximum discount from par at which the bonds may be sold; sets the public hearing for May 20, 2025 at 7:00 p.m. and provides for the running of a contest period. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

C. CONSIDER RESOLUTION NO. 2025-R-18 A RESOLUTION OF THE CITY COUNCIL OF MIDVALE, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $55,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES AND FRANCHISE TAX REVENUE BONDS, SERIES 2025 (THE "SERIES 2025 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2025 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2025 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2025 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2025 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2025 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; AUTHORIZING AND APPROVING A SUPPLEMENTAL INDENTURE, A BOND PURCHASE CONTRACT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS

Mariah Hill said Midvale City is considering issuing Sales and Franchise Tax Revenue bonds to finance the purchase of existing park property, construction and upgrade of infrastructure on certain roadways, including the construction of a linear park. These bonds may also be used to fund a debt service reserve fund, if necessary and pay costs of issuance

.

The attached resolution establishes parameters within which designated City officials can approve the sale of the bonds. The parameters as set forth in the resolution are:

- The aggregate principal of the bond shall not exceed $55,000,000
- Interest shall not exceed 7.00% per annum
- The length of the bond will be no more than 35 years
- The bonds cannot be sold at less than 96% of the total principal

The details of the bond, including specific projects and amount, will be established and presented to the City Council at the time of the public hearing on May 20, 2025.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:

The City's sales and franchise tax revenue have been evaluated by both city staff and the city's financial advisors and it has been determined the City has appropriate debt service coverage and debt service reserves.



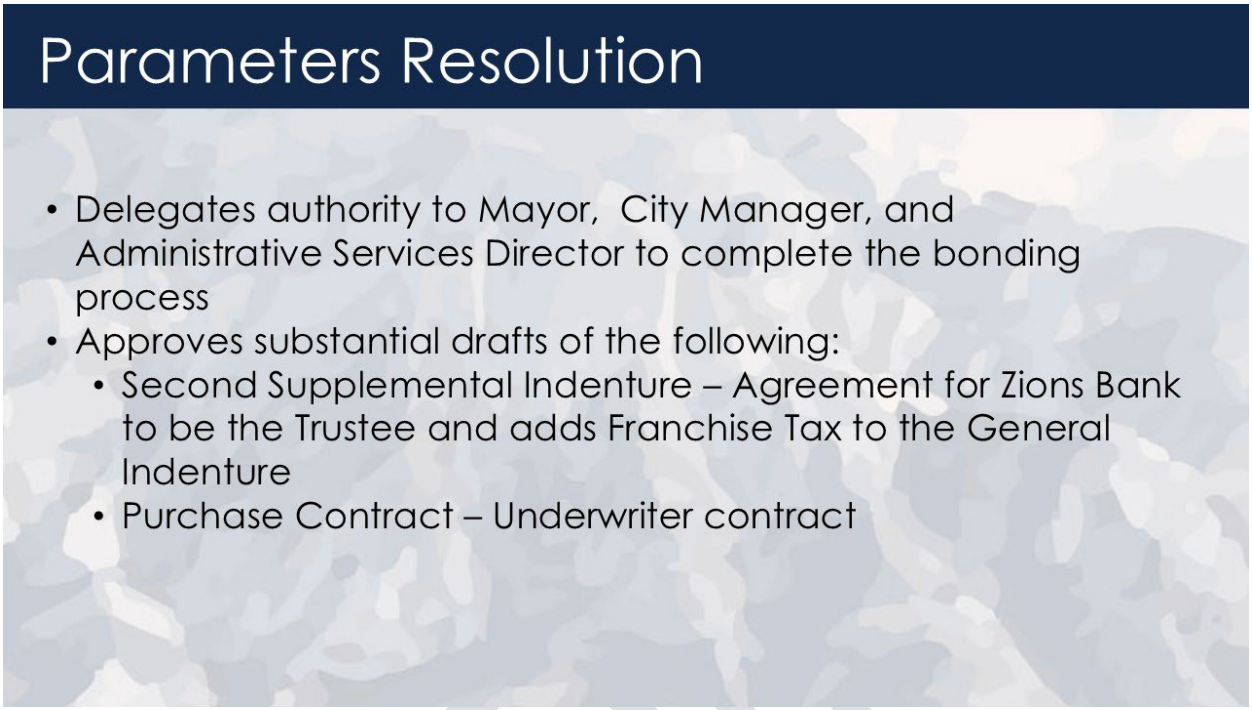
Bonding Overview

- April 15, 2025 (City Council Meeting) – Parameters Resolution
- May 20, 2025 (City Council Meeting) – Public Hearing, Approval of Preliminary Official Statement, and Authorize Sale of Bond (including Delegation of Authority)
- May 21- July 16, 2025 – Staff, Financial Advisors, Bond Council, and Underwriter work, including rating
- July 17, 2025 – Tentative Bond Closing

Parameters Resolution

Considered by City Council on April 15, 2025 and set the parameters which the bond shall not exceed, including:

- Amount: $55,000,000
- Interest Rate: 7%
- Maturity: 35 Years
- Future Sale of Bond: No less than 96% of total principal



MOTION: **Council Member Bonnie Billings MOVED to adopt Resolution 2025-R-18, authorizing the issuance and sale of not more than $55,000,000 aggregate principal amount of Sales and Franchise Tax Revenue Bonds; Series 2025, fixing the maximum aggregate principal amount of the Bonds, the maximum number of years over which the Bonds may mature, the maximum interest rate which the series Bonds may bear, and the maximum discount from par at which the Bonds may be sold; delegating to certain officers of the City the authority to approve the final terms and provisions of the Bonds within the parameters set forth therein; authorizing the publication of a Notice of Public Hearing and Bonds to Be Issued; authorizing and approving a supplemental indenture, a bond purchase contract and other documents required in connection therewith; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and related matters. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

Mayor Dustin Gettel said that Council Member Bryant Brown was at the Canyons School District awards for Teacher of the Year and reported that the winning Teacher of the Year is from Midvale Elementary. He congratulated Lucia De La Cruz. She will be recognized at a future City Council meeting.

D. REVIEW AND APPROVAL OF RESOLUTION NO. 2025-R-21 AUTHORIZING THE SECOND PAYMENT TO THE COMMUNITY RENEWABLE ENERGY AGENCY FOR MIDVALE CITY

Erinn Summers said the Community Renewable Energy Agency (Agency), also known as Utah Renewable Communities Program, was established under HB411, in 2019 (Utah Code Ann. § 54-17-901). The Agency is an interlocal entity, made up of Utah communities who have their electricity provided entirely, or in part, by Rocky Mountain Power (RMP). The Agency, in collaboration with RMP, aims to provide net-100% renewable electricity by 2030 to participating communities. When Utah Code Ann. § 54-17-901 was established, it included a requirement that a municipality or county adopt a resolution by December 31, 2019 to participate in the Agency. During the 2024 legislative session, the Utah State Legislature passed SB 214 which removed the deadline requirement from the code. The removal of the deadline provided Utah communities who are not members of the Agency the opportunity to join. On June 3, 2024, the Community Renewable Energy Board passed a resolution formalizing the pathway for prospective parties to join the Agency. This pathway required cities to sign onto the interlocal agreement, the utility agreement with RMP, pay two $11,000 fees (the first being due in August 2024, and the second being due in August 2025), appoint a representative to the Agency board, and pass an ordinance once the program is approved by the Public Services Commission. New cities would sit on the Agency board after the initial payment and signing the agreements, but would not be able to vote on Agency decisions until after the new members adopted the ordinance.

On August 20th, 2024, Midvale City Council passed Resolution 2024-R-41 authorizing the Mayor to join the Agency and make the first of two payments to the Agency. The Midvale City Council specifically only approved the first payment, allowing the second payment and the passage of the ordinance to serve as two additional opportunities for the Council to determine if the program was the best fit for Midvale City residents.

On April 7, 2025, the Utah Renewable Energy Program Agency board discussed allowing Midvale, as the only new member, to become a voting member early if Midvale City is willing to make the second payment early. Having the opportunity to vote sooner will allow Midvale City to weigh in on upcoming decisions in front of the Agency. One major decision expected before the Agency board is the selection of the renewable energy provider and the purchase power agreement (PPA). It is not expected that cities

will be signing the ordinance prior to the selection of the renewable energy supplier and finalization of the PPA.

In January of 2025, the program design was submitted to the Utah Public Services Commission for consideration and approval. The Program Design included:

1. As required by Utah Code Ann. § 54-17-9, the costs for obtaining the energy and maintaining the program will be covered through the participating customer rates, and not by the Agency members or nonparticipating customers.
2. Participating customers in member communities will see no more than $3 to $4 extra in their monthly energy bills due to the higher price of renewable energy production.
    - Current projects show the monthly cost will start at $3.21 for the average participating residential customer,
    - Low-Income Lifeline Program enrollees will receive a credit on the monthly bill to offset the increase in cost from the program,
    - The cost will be reevaluated annually (and if the benefit outweighs the cost, participating members will receive a credit on their bills, instead of an additional cost),
3. The amount of energy that the Agency purchases will ensure that it does not cost the average resident more than $3-4 per month.
    - The program will be scaled up slowly to keep the cost affordable.
4. RMP customers in member communities who are not interested in participating in the program will have the opportunity to opt-out of the program, within the first six billing cycles.
5. Each member of the Agency is responsible for paying a portion of the organization's operational costs (legal and technical consultants, RMP program design and filing, etc.), which is calculated by both population and electricity usage.

Council Member Paul Glover asked if the program is for Business and Residential.

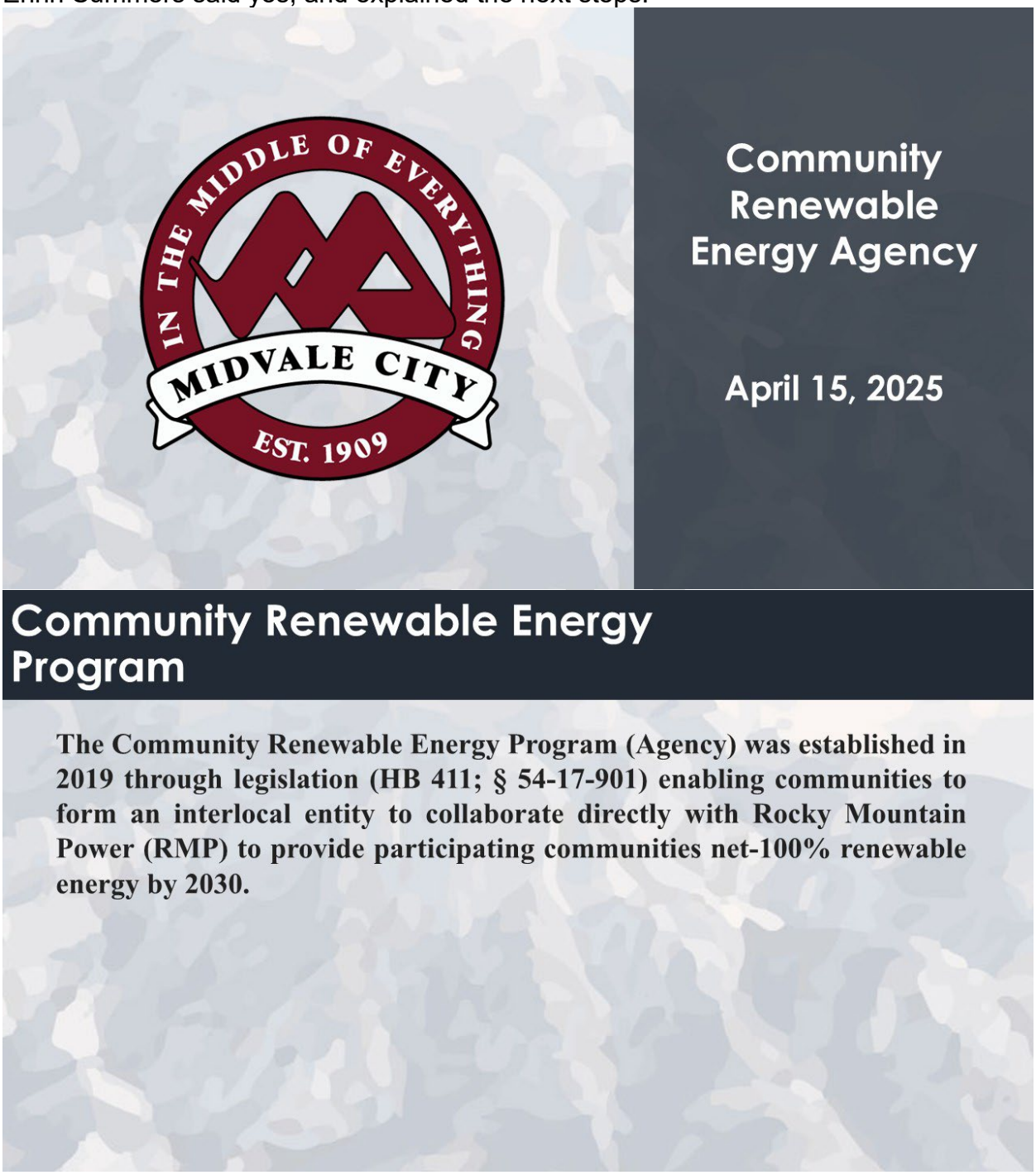
Erinn Summers said yes.

Council Member Paul Glover asked what happens if a resident opted in and then wants to opt out.

Erinn Summers said if opting out in the first 6 months, opt out is free. If 6 months have passed there is a $30 opt out fee. The fee is waived for low-income residents.

Council Member Paul Glover does not like that there is an initial opt out requirement if a resident doesn't want to participate. Does the city have a second chance to opt out of the program if Midvale City changes their mind?

Erinn Summers said yes, and explained the next steps.



Community Renewable Energy Program

- During the 2024 legislative session, the Utah State Legislature passed SB214, which removed the deadline to join the Agency from § 54-17-901.
- On April 16, 2024, Midvale City Council passed a proclamation in support of the Renewable Energy Program.
- On June 3, 2024, the Agency Board passed Resolution 24-05, formalizing a pathway for communities to join the Agency (becoming voting members after passing the ordinance).
- On August 20, 2024, Midvale City Council voted to sign the interlocal and utility agreements, appoint the Mayor to the board, and make the first (of 2) payments to the Agency ($10,942.10).
  - Council only authorized the first payment, to allow the second payment and the signing of the ordinance to serve as additional "off-ramps" for Midvale.

Community Renewable Energy Program Design Highlights

- Each member is responsible for paying a portion of the Agency's operational costs.
- Participating community members can expect to see $3 to $4 increase in their monthly power bill – all community members will have the opportunity to opt out.
  - Low-income participants receive a monthly credit to offset the increase.
  - Annual review of cost/benefit.
- Opt-out period proposed: 6 billing cycles (statue requires 3).
  - Each participating community must pay for 2 opt-out notices.
    - Budget guidance: $24,263.67

Voting Option

During the April Agency Board meeting, the Board discussed amending Resolution 2024-05 to allow Midvale City to become a voting member after the second payment, if we are willing to make our second payment early.

Community Renewable Energy Agency Next Steps

- The Agency is preparing to go to solicitation through a request for proposals to obtain a Power Purchasing Agreement (PPA) for a renewable energy plant which can connect to RMP's grid.
  - The third-party will retain ownership of the plant (we are just locking in how much power we will purchase).
  - The premium for the power will be covered through the participating members (not to exceed $4 monthly for the average household).
- After there is a PPA in place, the Agency and RMP will take the Program Design and agreements to the Utah Public Service Commission, which must approve the Program.
  - Once the approved program comes through, communities will have 90 days to adopt the ordinance.
  - If the Commission denies the Program, the agreements are terminated.

Options for Midvale?

- **Make second payment early, allowing Midvale to become a voting member.**
  - City Council will get to evaluate the Program fit for Midvale again at the point of considering passing the ordinance.
- **Make the second payment in August, as outlined in the original timeline.**
  - Staff can return to discuss the Program with Council again.
- **Decline to make the second payment (and withdrawal from the Agency).**

Program Design: Opting Out

The program is designed as an opt out program because it was required by state statute § 54-17-905. In order to reduce the burden on residents, the program design does the following:

- Requires 2 separate notices to go out to all eligible customers in participating municipalities,
  - These notices must be separately sent from the statements/bills and must both be sent during the implementation period (before there is a termination fee).
- Outreach to community groups and general promotion by participating communities to help spread the word within the community that the program is coming (and how it will work, including opting out).

Midvale Low Income Assistance Plan

- Programmatic Design
  - Low-income participants receive a monthly credit to offset the increase (not to exceed $7.00 per month).
  - Should a participant who is low income wish to opt-out of the program, even after the notice period, the termination fee will be waived.
- Outreach Strategies
  - The Agency will provide informational marketing materials and FAQs for participating communities to distribute to community partners and promote.
    - This promotion can be more broadly executed as well, to help reach more Midvale residents.

Blue Sky compared to the Community Renewable Energy Program

Blue Sky® Block 2024 Prospective Product Content Label[1]

Blue Sky Block is sold in blocks of 100 kilowatt-hours. Blue Sky Block is a Renewable Energy Certificate (REC) product and does not contain electricity, which is billed separately. A REC represents the environmental benefits of 1 megawatt-hour of renewable energy.

In 2024, Blue Sky Block will be made up of the following new renewable resources averaged annually.

Green-e® Energy Certified New[2] Renewables in Blue Sky Block 2024		Generation location
Solar	27%	OR, WA, CA, ID, UT and/or the broader western region[3]
Wind	73%	
Total Green-e® Energy Certified New Renewables	100%	

1. These figures reflect the renewables that we plan to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historic Product Content Label the actual resource mix of the RECs you purchased.
2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.
3. The western region is defined as the states listed above, plus AZ, CO, NV; parts of WY, NE, MT, NM, TX and SD; the Canadian provinces of BC and AB; and the northern part of Baja California.

MOTION: Council Member Heidi Robinson MOVED to suspend the rules and approve Resolution No. 2025-R-21 Authorizing the second payment of $10,942.10 to the Community Renewable Energy Agency for Midvale City after the Agency's policy is amended to allow Midvale to be a

voting member. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

E. CONSIDERATION OF RESOLUTION NO. 2025-R-19 ESTABLISHING THE MIDVALE 2025 FIREWORK RESTRICTION MAP

Erinn Summers said Utah State Code (State Code) §15A-5-202.5 limits the authority of cities to prohibit fireworks, requiring adherence to specific conditions and timelines. State Code also mandates that cities reevaluate the restrictions annually to ensure the qualifying conditions still exist. Subsections 202.5(b)(1) and 202.5(b)(2) of State Code §15A-5-202.5 require that the legislative body:

1. Only restrict fireworks around defined hazardous areas, which include wild land urban interfaces, and mountainous, brush-covered, forest-covered, or dry grass-covered areas; and
2. Designate the restricted area along readily identifiable features like major roadways, waterways, or geographic features; and
3. Ensure that the boundary of the designated restricted area is as close as is practical to the defined hazardous area, provided that the closed area may include areas outside of the hazardous area to facilitate a readily identifiable line; and
4. Identify the restricted area through a written description or map that is readily available to the public.

Based on their assessment, Midvale City staff and the Unified Fire Authority (UFA) believe that State Code §15A-5-202.5 and §53-7-225 grant the Midvale City Council the authority to reauthorize the 2024 firework restrictions in Midvale due to the continued presence of hazardous conditions.

Based on the qualifying conditions outlined in §15A-5-202.5, Midvale City continues to have elevated fire risk conditions along the Jordan River, within Salt Lake County Parks within Midvale, within Midvale City parks (Adams Street Park, Fire Station 126 Park, Fire Station 125 Park, Constitution Park, Fort Union Park, and Midvale City Park and Cemetery), and throughout most of the Jordan Bluffs neighborhood (Holden Street to

PENDING

the Jordan River, south of 7800 South). As the elevated fire risk conditions surrounding the Jordan River do not follow a readily identifiable feature, Midvale City Council previously adjusted the restricted area along the Jordan River to run along the roadways as close to the defined hazardous area as practical, as required in State Code §15A-5-202.5(2)(b). The restricted area extends from Center Street north to Euro Drive, east along Tuscany Road to Bingham Junction Blvd, then north to Junction View Drive, continuing along Fl Smidth Drive, crossing 7200 S to River Gate Drive, and ending west at River Reserve Court.

The Midvale City Council must make its own determination of the specific areas where fireworks should be restricted and enact these restrictions through a resolution or an ordinance in accordance with State Code. Any action taken must be based on a finding of existing hazardous conditions and must meet the requirements outlined in State Code §15A-5-202.5(2)(b).

Staff recommended that the City Council maintain the fire restriction areas approved by City Council in 2024, as they continue to align with State Code requirements and mitigate fire risks in historically hazardous locations.



Statute and Authority to Determine Firework Restrictions

- State Code §15A-5-202.5 and §53-7-225 provide Midvale City the authority to restrict fireworks (and enforce restrictions) based on existing conditions meriting the restriction of fireworks in designated areas.
  - Unified Fire Authority's Fire Marshal and Midvale City Council must make a finding that the historical hazardous environmental condition has existed in the defined area before July 1 of at least two of the preceding five years (subsection 202.5(b)3.1).
  - Designation of Firework Restrictions must be made prior to May 1.

Current and Proposed Firework Restrictions in Midvale

Historical Firework Restriction Zones:

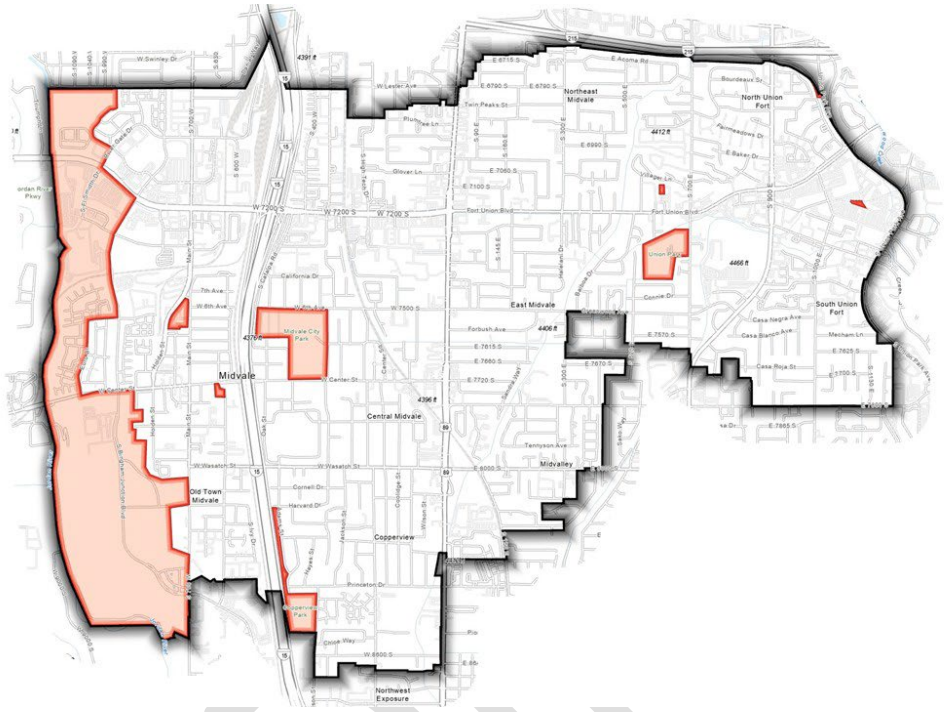
- Along the Jordan River
- Salt Lake County Parks within Midvale
- Most of the Jordan Bluffs neighborhood
  - (Holden Street to the Jordan River, south of 7800 South)
- Restrictions based on historical fire risk conditions outlined in State Code

2024 Expanded Restrictions Include:

- City Parks:
  - Adams Street Park
  - Fire Station 126 Park
  - Fire Station 125 Park
  - Constitution Park
  - Fort Union Park
  - Midvale City Park and Cemetery
- Buffer Zone around the Jordan River:
  - Center Street → Euro Drive → Tuscany Road → Bingham Junction Blvd
  - Junction View Drive → Fl Smidth Drive → 7200 S → River Gate Drive → River Reserve Ct.

Proposed to maintain these restrictions for 2025.

Proposed 2025 Firework Restrictions Map



Council Member Paul Glover asked if the schools are under Midvale's purview or do the schools have their own policy.

Erinn Summers said she did not believe they are Midvale's purview; she will check with Unified Fire Authority.

MOTION: Council Member Heidi Robinson MOVED to suspend the rules and approve Resolution No. 2025-R-19 Establishing the 2025 Firework Restriction Map in Midvale. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

F. CONSIDER RESOLUTION NO. 2025-R-20 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ESRI FOR GIS ENTERPRISE SOFTWARE SERVICES

Mariah Hill stated The City's Geographic Information System (GIS) division currently utilizes ESRI (Environmental Systems Research Institute, Inc.) software to support data collection, analysis, and visualization for city planning, infrastructure management, and public services. However, the current level of service is both restricted by user rights and is being rapidly phased out, leaving the City in need of an upgrade. To address this need, the ESRI Small Enterprise Agreement is being presented for your consideration. The agreement offers a cost-effective solution for implementing GIS software and services across various departments, enabling them to manage, analyze, and visualize geographic data more efficiently. Also, please note that ESRI is the sole provider of GIS software and the City Council budgeted to upgrade to ESRI's enterprise software in FY2025

This agreement offers flexibility in software deployment and access, including a broad range of ESRI products such as ArcGIS Online, which supports mapping, spatial analysis, and data management. Additionally, the SEA includes support and training resources to empower City employees to fully utilize GIS technologies. These enhanced software capabilities, along with expanded employee access and education, will enable departments to integrate and utilize GIS in their daily operations. As a result, the City will benefit from improved decision-making, greater operational efficiency, and enhanced capacity to serve the community through data-driven insights and better resource management.

FISCAL IMPACT:
$122,700 for three years, $40,900 annually

MOTION: Council Member Heidi Robinson MOVED to suspend the rules and adopt Resolution No. 2025-R-20 authorizing the Mayor to enter into an agreement with ESRI for GIS Enterprise software services. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel 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	**Absent**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

IX. ADJOURN

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

The meeting adjourned at 9:06 p.m.

_____

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

Approved this May 6, 2025

PENDING

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 6, 2025

SUBJECT: Consider Resolution No. 2025-R-22 Approving the Midvale City Park Rental Agreement Between Midvale City and the Ute Conference Incorporated Youth Football Program.

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

In 2020, Midvale City (City) entered into an agreement with the Ute Conference Incorporated Football Program (the Conference), allowing the use of designated areas within City Park for youth football programming. That agreement expired on April 30, 2025.

Following confirmation from the Ute Conference of their interest in renewing the partnership, Midvale City has drafted a new five-year agreement. If approved, the agreement would extend through April 30, 2030, and would permit continued use of designated areas within Midvale City Park by the Conference for youth football activities.

Notable updates in the proposed agreement include:

- Adjustment of Rented Area: A provision under Section 1(a) "Property" allows the City to adjust the designated rented area of the park with four weeks' written notice to the Conference. This flexibility is intended to accommodate potential construction activities during the agreement term.
- Adjustment of Use: Section 1(b) "Permitted Uses" has been revised to reflect that the Conference may be required to adjust its use of the rented area if the City modifies the designated space.

The City would continue to receive $5.00 per youth participant from the Conference. The financial impact of the agreement is considered negligible.

Recommended Motion:

I move that we suspend the rules approve Resolution No. 2025-R-22 approving the Midvale City Park Rental Agreement Between Midvale City and Ute Conference Incorporated Youth Football Program.

Attachments:

1. Resolution 2025-R-22
2. Midvale City Park Rental Agreement

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-22

A RESOLUTION APPROVING THE MIDVALE PARK RENTAL AGREEMENT BETWEEN MIDVALE CITY AND UTE CONFERENCE INCORPORATED

WHEREAS, Midvale City (City) and Ute Conference Incorporated (Conference) previously entered into an agreement on April 30, 2020, permitting the use of designated areas within Main City Park for the Conference's youth football program; and

WHEREAS, that agreement expired on April 30, 2025; and

WHEREAS, the Conference has expressed interest in continuing its youth football programming at Midvale City Park and the City has prepared a new five (5) year agreement in response; and

WHEREAS, the proposed agreement outlines the terms, responsibilities, and conditions of use, including provisions allowing the City to adjust the designated park area with appropriate notice, as needed during the agreement term; and

WHEREAS, the Midvale City Council has reviewed the proposed agreement and finds it to be in the best interest of the City and its residents.

NOW, **THEREFORE**, **BE IT RESOLVED** that the Midvale City Council hereby approves the Midvale Park Rental Agreement between Midvale City and Ute Conference Incorporated and authorizes the Mayor to execute the agreement on behalf of the City.

APPROVED AND ADOPTED this 6th day of May, 2025.

_____
Mayor Dustin Gettel

Voting by the City Council	"Aye"	"Nay"
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Midvale City Park Rental Agreement

This Agreement to rent Midvale City Park, owned and maintained by Midvale City, to host youth football activities is made and entered into as of May 1, 2025, by and between Midvale City, a Utah municipal corporation, and the Ute Conference Incorporated, a Utah non-profit corporation.

Background

Ute Conference runs a youth football program that serves Midvale youth; and

Midvale owns and maintains parks to beautify the city and provide recreational opportunities for its citizens including Midvale City Park; and

Ute Conference leased park space at Midvale City Park from Midvale to run its youth football program since 2015; and

The current lease between Ute Conference and Midvale expired on April 30, 2025; and

Ute Conference wishes to continue to run its youth football program at Midvale City Park; and

Midvale wishes to continue to provide an opportunity to participate in youth football to its citizens.

Therefore, in consideration of the rental amount and provisions set forth in the Agreement, Midvale and Ute Conference agree as follows:

Agreement

1) Midvale City Park

a) **Property.** Midvale owns or has a leasehold interest in Midvale City Park located 435 W 6th Avenue, Midvale. Midvale agrees to rent Midvale City Park to Ute Conference as designated in Exhibit A for the Conference's use during its season. Ute Conference accepts the condition of the rented area of the Park "as is." Midvale City may adjust the designated rented area of the Park by providing four weeks' prior written notice to the Ute Conference. Midvale does anticipate needing to adjust the rented area of the Park during the term of the agreement due to possible construction activities within the designated rented area boundaries.

b) **Permitted Uses.** Ute Conference may temporarily stripe up to approximately 3 full-size fields the day of or the day before games within the rented area of the

Park. Ute Conference may use the rented area of the Park for sign-ups, practices, games, and tournaments during the Ute Conference season. The Ute Conference may be required to adjust their use of the rented area of the Park in the event that Midvale reduces the designated rented area of the Park during the term of this Agreement.

c) **Use of Facilities.**

(i) **Storage Facility.** Midvale and Ute Conference will coordinate to store uniforms and equipment owned by Ute Conference at Midvale City Park. Any storage of Ute Conference property at the Park must be approved by Midvale in writing. Ute Conference assumes all risk of loss and damage of its stored property at the Park. Midvale may not be held liable for the loss or damage of any Ute Conference property stored at the Park regardless of whether the property is stored in a structure owned by Midvale.

(ii) **Restrooms.** Ute Conference may use the existing restrooms located at the Midvale City Park. In the event the restrooms are closed, Ute Conference is solely responsible for providing its own restroom facilities in accordance with the Salt Lake County Health Department's requirements. Whenever possible, Midvale will provide 14 days notice to Ute Conference of a restroom closure at the Park during the Ute Conference season.

(iii) **Temporary Facilities.** Ute Conference may provide and use temporary facilities including bleachers and temporary fencing for tournament games with Midvale's written permission. Ute Conference must provide Midvale a reasonable amount of time to review any requests for additional facilities. Ute Conference is solely responsible for paying for any temporary facilities and repairing any property damaged by the temporary facilities.

(iv) **Parking.** In the event parking becomes an issue with Park neighbors because of Ute Conference use, Midvale and Ute Conference agree to negotiate a workable solution in good faith.

(v) **Signage.** In the event that Ute Conference wishes to post signage at the Park, it may request Midvale's permission to post a message on Midvale's electronic sign at the Park. In the event that Midvale is unable to accommodate Ute Conference's request to use its electronic sign, Ute Conference may post temporary signage at the Park with Midvale's prior written permission. The temporary signage may not be taller than 6 feet in height, exceed 32 square feet in size, and remain posted for more than 30

days. Midvale, at its sole discretion, may remove Ute Conference's messages or signage upon notice to Ute Conference.

d) **Scheduling.**

(i) **Schedule**. Ute Conference must provide Midvale a schedule of the Ute Conference's use of Midvale City Park at least 1 month before the beginning of each season. The Ute Conference season is anticipated to occur between August and November every year.

(ii) **Sign-ups**. Sign-ups may be allowed for 1 or 2 days each year in July.

(iii) **Practices**. Practices may be allowed daily during the season.

(iv) **Games**. Games may be allowed every Saturday of the season.

(v) **Playoffs and Championships**. Playoff and championship games may be scheduled in October and November of each year of the Agreement.

(vi) **City Celebrations**. The Ute Conference schedule of the Park may not interfere with Harvest days and other city events. The dates of these events may be found on Midvale's website, midvaleut.gov or engagemdivale.com.

(vii) **Public Health Orders**. The Ute Conference's activities at the Park must follow any public health orders in effect by the State of Utah or the Salt Lake County Health Department.

e) **Damage.** Except for reasonable wear and tear, Ute Conference is responsible for repairing any damage to the Park caused by Ute Conference's activities.

f) **Park Condition.** Ute Conference shall remove all trash and debris from the park area caused by Ute Conference's participants and spectators. The condition of the park, after all games and practices, shall be left in a substantially clean and orderly manner.

g) **Midvale's Use.** When not in use by Ute Conference, Midvale and the public may use the rented area of the Park so long as their use does not interfere with the Ute Conference's use.

2) Payment

a) **Payment Amount.** Ute Conference will pay Midvale $5 per Hillcrest District participant.

b) **Payment Date.** Ute Conference must pay Midvale before conference games begin each year of the Agreement.

3) Rental Term

The Agreement will become effective on the date above and will continue through April 30, 2030.

4) Termination

a) **Notice.** Either party may terminate the Agreement by providing the other party written notice 30 days in advance of the desired termination date.

b) **Refund.** In the event that Midvale terminate the Agreement under this Section during the Ute Conference season, Midvale will refund Ute Conference its payment for that season. In the event that Ute Conference terminates the Agreement under this Section during its season, Ute Conference will not receive a refund from Midvale for that season.

5) Indemnification

Ute Conference recognizes that football is an inherently dangerous activity and that its participants play at their own risk. Ute Conference agrees to defend, indemnify, and hold harmless Midvale and its officials, officers, employees, volunteers, and all others acting on Midvale's behalf from and against all damages, liabilities, and claims relating to Ute Conference's youth football league or Ute Conference's use of the Park.

6) Insurance

Ute Conference must maintain a policy of comprehensive general liability insurance in the minimum amount of $1,000,000 with respect to its activities it conducts at the Park. Midvale must be listed as an additional insured. Ute Conference must keep a current Certificate of Insurance on file with Midvale prior to any activities at the Park throughout the term of the agreement.

7) Default

a) **Default**. If either party fails to perform its obligations under this Agreement, the breaching party will be considered in default of the Agreement.

b) **Notice/Cure.** Except as provided under Subsection E, the non-breaching party must provide the breaching party written notice of the breach and provide 14 days to correct the breach from the time of the notice.

c) **Termination.** Except as provided under Subsection E, if the breach has not been corrected with 14 days of the notice, the non-breaching party may immediately terminate the Agreement.

d) **Payment.** Upon termination of the Agreement under this Section, the non-breaching party will be entitled to the Payment for that calendar year.

e) **Public Health Orders.** In the event that Ute Conference violates a public health order, Midvale may terminate this Agreement immediately upon notice to Ute Conference and will be entitled to retain the Payment for that calendar year.

8) Notice.

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

Midvale City:	Midvale City Attn: City Manager 7505 S Holden Street Midvale, UT 84047
With a copy to:	Midvale City Attn: Public Works Director 8196 S Main Street Midvale, UT 84047
Ute Conference:	Ute Conference Attn: Commissioner PO Box 651052 SLC, UT 84165

9) Waiver.

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

10) Modification

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

parties.

11) Force Majeure

Neither party will be held responsible for delay or default caused by fire, flood, riot, acts of God, war, or any event that is beyond the parities' reasonable control.

12) Assignment

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

13) Severability

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

14) Applicable Law

The Agreement is governed in accordance with the laws of the State of Utah.

15) Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

[Signature Page to Follow]

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

Midvale City

_____
Dustin Gettel, Mayor

Attest:

_____
Rori Andreason, City Recorder

Ute Conference

_____
Kim Price, Hillcrest District President

Exhibit A: Rented Park Space



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

MIDVALE CITY COUNCIL
STAFF REPORT
5/06/2025

SUBJECT

Consideration of Resolution 2025-R-21 approving a change order for Bowen Collins & Associates Task Order 24-01

SUBMITTED BY

Steve Busch, Engineering Manager

BACKGROUND AND OVERVIEW

The city is under contract with Bowen Collins & Associates for the design work of the 2025 Sewer Rehab Project. The plans and contract documents are currently with the Legal Department for review for bidding later this spring.

During the design phase, the Public Utilities Manager wanted to add a section of sewer line located in State Street to the project. This additional work has been included in the final design package.

Since this work was not included in the original task order received, we are using a change order so that the dollar amount of the task order can be modified.

The amount of this change order is $14,000, which when added to the original task order amount totals $106,000. As this amount is over $100,000, City Council approval is required..

I am asking for, and appreciate your consideration of, a suspension of the rules so that you may act on this tonight.

FISCAL IMPACT

This will be paid for out of the bond proceeds set aside for the sewer rehab project.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2025-R-21.

RECOMMENDED MOTION

I move that we suspend the rules and approve Resolution No. 2025-R-21, a resolution authorizing the Mayor to approve Change Order #1 to the Task Order #24-01 with Bowen Collins & Associates.

ATTACHMENTS

1. Resolution No. 2025-R-21
2. Change Order #1

RESOLUTION NO. 2025-R-21

WHEREAS, Midvale City has signed a task order with Bowen Collins & Associates for the design of the 2025 Sewer Rehab Projects; and

WHEREAS, during the design process, additional work was requested by the City for Bowen Collins & Associates to include in the project; and

WHEREAS, a change order has been initiated so the original mount of the task order can be changed to include the additional design fees incurred by Bowen Collins & Associates.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to approve the change order with Bowen Collins & Associates so that the additional design fees may be included in the task order.

APPROVED AND ADOPTED this _____ day of _____, 2025.

_____
Mayor Dustin Gettel

ATTEST:

_____
Rori L. Andreason,
City Recorder

Voting by the City Council	"Aye"	"Nay"
Bryant Brown	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Heidi Robinson	_____	_____
Denece Mikolash	_____	_____

BOWEN COLLINS & ASSOCIATES

154 EAST 14075 SOUTH • DRAPER, UTAH 84020
TEL: (801) 495-2224 • FAX: (801) 495-2225

April 10, 2025

Keith Ludwig, P.E., City Engineer
Midvale City
7507 Holden Street
Midvale, UT 84047

Subject: Additional Scope for State Street Sewer

Dear Keith:

At your request we have prepared the following scope of services and associated fee for Bowen, Collins & Associates (BC&A) to provide design services for an additional project to the various sewer rehabilitation projects throughout Midvale City. After proceeding with the design period services the City identified a section of sewer pipe along State Street that has reverse grade. This is created sewer backup and flooding problems for an adjacent property owner when the sewer main fills.

The State Street addition would be added as Schedule 10 to the current sewer project. The existing sewer line starts at 8000 South and extends northward on State Street. The pipeline is an eight (8) inch pipe approximately 465 feet long. BC&A's initial recommendation is that the pipe be removed and replaced in-place to correct the reverse grade problem. See Figure 1 (attached).

The work that we propose to perform associated with this rehabilitation project is defined in the section below:

Phase 1 – Design Period Services

Task 1 – 1: Project Management. Tasks include invoicing, management of project team and consultants, coordination with Midvale City, and other general coordination necessary to deliver the required scope of services.

Assumptions:

- We assumed 4 hours of additional project management coordination.

Task 1 – 2: Progress and Coordination Meetings. BC&A staff will meet with Midvale City personnel gather information for the project and to identify needed project elements.

Assumptions:

- 1 Additional meetings lasting 2 hours

Task 1 – 3: Collect and Review Information. BC&A staff will collect and review information on the existing sewer system with the help of City personnel. This task includes obtaining from City personnel the following information as available for the additional section: recent CCTV video of the

existing sewer pipelines, corresponding sewer plat maps, and information on sewer laterals. We have assumed that the City will provide CCTV video if available.

Task 1 – 4: Utility Investigations. BC&A staff will perform a records search and field review of utilities along the identified areas. As part of this task, we will collect utility maps and location data from various utility companies and locate the major buried utilities on a digital base map.

Assumptions:

- BC&A will not perform any utility pothole locating. If it is determined that potholing is needed this can be added to the scope or the City may choose to perform this.

Task 1 – 5: Field Survey and Field Reconnaissance. Existing digital aerial photography provided by the Utah AGRC will be used for the base mapping of the project. To supplement the information on the digital photographs, field survey of the existing sewer manholes along the respective sewer rehabilitation projects will be used. The field survey will include rim and invert elevations of pipes at existing manholes. BC&A will also perform field reconnaissance to verify locations of utilities and to document existing conditions along the project.

Task 1 – 6: Final Design. BC&A staff will update the current drawing set and prepare additional design drawings and will update the technical specifications for the additional sewer rehabilitation project. We have assumed that the following updates and additional design sheets will be needed:

Update Cover Sheet, Project Location and Vicinity Map	1
Update Key Sheet/ Index of Drawings	1
New Area Map for Bypass Pumping (Schedule 10)	1
New Plan Sheets for Sewer Main Rehabilitation (Schedule 10)	1
Estimated Total Number of Update and Additional Sheets	**4**

Task 1 – 7: Contract Documents. BC&A staff will update the 90 percent contract documents to include design and bidding items for Schedule 10. We will incorporate any comments into the Final Contract Documents. These will include all bidding documents, general conditions, technical specifications, and drawings for the various sewer rehabilitation projects. We will use the Engineers Joint Contract Documents Committee (EJCDC) front end documents.

Task 1 – 8: Opinion of Probable Construction Cost. BC&A will update the engineer's opinion of probable construction cost for Schedule 10 work.

Task 3 – 2: Services During Construction. We propose to perform additional services during construction including construction observation and administering the contract for Schedule 10.

Assumptions:

- We have assumed 5 additional hours.
- Midvale City will provide most of the daily construction observations and BC&A will provide limited construction observations each week as needed. Specifically, BC&A will assist the City with CIPP observation.

Task 3 – 3: Project Documentation. BC&A staff will provide the City record drawings developed from redlines from the contractor.

Proposed Project Schedule

We are available to begin work immediately on this project and propose to complete the design phase of the various sewer rehabilitation projects within 3 weeks of receiving notice to proceed. We have assumed 1 week for review by the City.

Cost Summary

We have tabulated an estimate of man-hours and costs to complete each task outlined in the above scope of services as presented in the attached Table 1.

We are willing to adjust our scope, fee, and schedule to best meet your expectations, needs and budget for this project. We are very interested in tailoring our approach to best meets your needs. If you find the scope of work, the attached fee, and schedule to be acceptable, please sign the attached task order authorizing us to proceed with the work under the terms and conditions of our existing general services contract. Please call if you have any questions or need any additional information.

Sincerely,
Bowen Collins & Associates, Inc.

Brian Romrell, P.E.
Project Manager
Attachment

Table 1 - Engineering Man-Hours and Fee Estimate

Midvale City
2025 Sewer Rehab Projects - State Street Addition
Engineering Services

Last Updated 04/10/2025

		Labor										
		Office /Support		Technicians		Engineers			Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
	Labor Category	Office	Editor	Tech 3	Constr. Mngr.	Eng. 1	PM	Engr. 11				
	Staff	Skousen	M. Hilbert	Riggs	Cedar	A. Mitchell	Romrell	C. Bagley				
Task No.	**Task Description**											
1-1	Project Management	0.5				1	2		3	**$ 580**	$ -	**$ 580**
1-2	Progress and Coordination Meetings					4	3		7	**$ 1,116**	$ -	**$ 1,116**
1-3	Collect and Review Information					2			2	**$ 276**	$ -	**$ 276**
1-4	Utility Investigation					5	1		6	**$ 878**	$ 21	**$ 899**
1-5	Field Survey and Reconnaissance					6	1		7	**$ 1,016**	$ 2,042	**$ 3,058**
1-6	Final Design	0.5		20		5	3		28	**$ 4,260**	$ -	**$ 4,260**
1-7	Contract Documents					4	2		6	**$ 928**	$ -	**$ 928**
1-8	Opinion of Probable Construction Cost					2	1		3	**$ 464**	$ -	**$ 464**
	DESIGN AND BID TOTAL	1	0	20	0	29	13	0	62	**$9,518**	**$2,063**	**$11,581**
2-1	Bid Period Services								0	**$ -**	$ -	**$ -**
2-2	Pre-Bid Meeting								0	**$ -**	$ -	**$ -**
2-3	Bid Opening								0	**$ -**	$ -	**$ -**
	BID TOTAL	0	0	0	0	0	0	0	0	**$0**	**$0**	**$0**
3-1	Pre-Construction Meeting								0	**$ -**	$ -	**$ -**
3-2	Submittal Review					3	1		4	**$ 602**	$ -	**$ 602**
3-3	Construction Observation					5	1		6	**$ 878**	$ 115	**$ 993**
3-4	Project Documentation	0.5		2		2	1		5	**$ 824**	$ -	**$ 824**
	CONSTRUCTION PERIOD TOTAL	0.5	0	2	0	10	3	0	15	**$2,304**	**$115**	**$2,419**
	TOTAL	1.5	0	22	0	39	16	0	77	**$11,822**	**$2,178**	**$14,000**

Expenses include:
Mileage reimbursement at $0.75/mile
Surveyor: Apex Land Surveyors
Assumptions:
2025 Labor Rates

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

MIDVALE CITY COUNCIL
STAFF REPORT
5/6/2025

SUBJECT

Consider Ordinance No. 2025-O-06 which amends Section 17-7-7.2 of the Midvale City Municipal Code fixing errors in the use table for Financial Institutions. Additionally, amending Sections 17-7-7.2(A), 17-7-12.2(A) and 17-7-13.2(A) fixing errors in the specific use standards for Medical Cannabis Pharmacies and Retail Tobacco Specialty Businesses, and Sections 17-7-7.8, 17-7-12.7 and 17-7-13.7 for related parking standards.

SUBMITTED BY

Jonathan Anderson, Planner II

BACKGROUND AND ANALYSIS

Public notice has been sent to affected entities as required in 17-3-9.B of the Midvale 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 the third and fourth criteria listed above by making interpretation more straightforward and fixing clerical errors. See below for details of the State Street, Regional Commercial, and Clean Industrial Zone amendments.

State Street Zone (Sections 17-7-7.2, 17-7-7.8):

- Changes Financial Institutions With Drive-up Window from Allowed to Administrative Conditional Use Permit in the Use Table.
- Changes Financial Institutions Without Drive-up Window from Administrative Conditional Use Permit to Allowed in the Use Table.

- Fixes parking standards for Medical Cannabis Pharmacies, and Retail and Service Commercial uses to be consistent with definitions under Chapter 17-2 of the Midvale Municipal Code.

Regional Commercial Zone (Sections 17-7-12.2(A), 17-7-12.7):

- Amends Retail Tobacco Specialty Business use-specific standards by fixing errors.
- Fixes parking standards for Medical Cannabis Pharmacies, Retail Tobacco Specialty Businesses, and Retail and Service Commercial uses to be consistent with definitions under Chapter 17-2 of the Midvale Municipal Code.

Clean Industrial Zone (Sections 17-7-13.2(A), 17-7-13.7):

- Amends Retail Tobacco Specialty Business use-specific standards by fixing errors.
- Fixes parking standards for Medical Cannabis Pharmacies, Retail Tobacco Specialty Businesses, and Retail and Service Commercial uses to be consistent with definitions under Chapter 17-2 of the Midvale Municipal Code.

STAFF RECOMMENDATION

Staff recommends the City Council approve the text amendment with the following finding:

1. The amendment complies with Midvale City Municipal Code 17-3-1(F)(3 & 4).

PLANNING COMMISSION RECOMMENDATION

At the 3/26/2025 Planning Commission Meeting, there was a brief discussion on the definition of Retail Tobacco Specialty Business. The Commission recommended **approval** of the text amendment.

RECOMMENDED MOTION

I move that we approve Ordinance No. 2025-O-06 amending Sections 17-7-7.2, 17-7-12.2(A), 17-7-13.2(A), 17-7-7.8, 17-7-12.7 and 17-7-13.7 of the Midvale City Municipal Code as provided in the attachments, with the finding noted in the staff report.

ATTACHMENTS

1. Ordinance No. 2025-O-06
2. Draft Ordinance

ORDINANCE NO. 2025-O-06

AN ORDINANCE AMENDING SECTION 17-7-7.2 OF THE MIDVALE CITY MUNICIPAL CODE FIXING ERRORS IN THE USE TABLE FOR FINANCIAL INSTUTIONS. ADDITIONALLY, AMENDING SECTIONS 17-7-7.2(A), 17-7-12.2(A) AND 17-7-13.2(A) FIXING ERRORS IN THE SPECIFIC USE STANDARDS FOR MEDICIAL CANNABIS PHARMACIES AND RETAIL TOBACCO SPECIALTY BUSINESSES, AND SECTIONS 17-7-7.8, 17-7-12.7 AND 17-7-13.7 FOR RELATED PARKING STANDARDS.

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

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

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

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

WHEREAS, the City desires to amend Section 17-7-7.2 of the Midvale City Municipal Code fixing errors in the use table for Financial Institutions. Additionally, amending Sections 17-7-7.2(A), 17-7-12.2(A) and 17-7-13.2(A) fixing errors in the specific use standards for Medical Cannabis Pharmacies and Retail Tobacco Specialty Businesses, and Sections 17-7-7.8, 17-7-12.7 and 17-7-13.7 for related parking standards; and

WHEREAS, the Planning Commission held a public hearing on March 26, 2025, to review the request for amendments and, after considering all the information received, made a recommendation to approve the amendment request to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on April 15, 2025, and tabled the Ordinance for staff to remove the addition of Retail Tobacco Specialty Businesses as an allowed use to Section 17-7-7.2 of the State Street Zone; and

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

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

Section 1. The following sections of the Midvale City Municipal Code are hereby amended as included in the following attachments to this document:

- Attachment A: Amending Section 17-7-7.2 of the Midvale City Municipal Code fixing errors in the use table for Financial Institutions. Additionally, amending Sections 17-7-7.2(A), 17-7-12.2(A) and 17-7-13.2(A) fixing errors in the specific use standards for Medical Cannabis Pharmacies and Retail Tobacco Specialty Businesses, and Sections 17-7-7.8, 17-7-12.7 and 17-7-13.7 for related parking standards.

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

PASSED AND APPROVED this 6th day of May, 2025.

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori Andreason, MMC
City Recorder

Voting by City Council	"Aye"	"Nay"
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

Date of first publication: _____

Attachment A:

17-7-7.2 Uses.

If a use is not specifically designated, it is prohibited. Uses designated with an asterisk (*) have additional use-specific standards included in subsection (A) of this section. Some uses have additional standards included in Chapter 17-6, Supplementary Regulations.

Table 17-7-7.2. Uses

Type	Allowed	Administrative	Conditional	Business License
Accessory Building—Unoccupied, Single Family only	**X**			
Alcoholic Beverage				
Class A License	**X**			**X**
Class B License	**X**			**X**
Class C Tavern	**X**			**X**
Restaurant	**X**			**X**
Package Agency			**X**	**X**
Private Club	**X**			**X**
State Liquor Store	**X**			
Animal Hospital	**X**			**X**

Type	Allowed	Administrative	Conditional	Business License
Assembly Use		**X**		**X**
Assisted Living Facility				
≤ 1 acre		**X**		**X**
> 1 acre			**X**	**X**
Auditorium, Assembly Hall			**X**	**X**
Bed and Breakfast			**X**	**X**
Cafe/Deli	**X**			**X**
Car Wash		**X**		**X**
Child Care				
≤ 6 children	**X**			**X**
≥ 7 children		**X**		**X**
Commercial Repair Services	**X**			**X**
Dwellings				
Single Family	**X**			
Duplex	**X**			

Type	Allowed	Administrative	Conditional	Business License
Multifamily				
≤ 1 acre		X		
> 1 acre			X	
External Accessory Dwelling Unit*	X			
Entertainment Center			X	X
Fences				
7' or less	X			
> 7'		X		
Financial Institution				
W/drive-up window	~~X~~	X		X
W/o drive-up window	X	~~X~~		X
Heliport			X	X
Home Occupation	X			X
Hotel/Motel			X	X
Internal Accessory Dwelling Unit*	X			

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Type	Allowed	Administrative	Conditional	Business License
Itinerant Merchant				
Vending Carts	**X**			**X**
Seasonal Food Stands	**X**			**X**
Christmas Tree Sales	**X**			**X**
Fireworks Stands	**X**			**X**
Seasonal Produce Stands	**X**			**X**
Seasonal Flower Stands	**X**			**X**
Kennel		**X**		**X**
Manufactured Home	**X**			
Master Planned Development			**X**	
Medical Cannabis Pharmacy*	**X**			**X**
Mixed-Use	**X**			**X**
Mortuary, Funeral Home	**X**			**X**
Municipal Facilities				
Parks		**X**		

Type	Allowed	Administrative	Conditional	Business License
Public Safety Facility		**X**		
Public Utilities				
Minor		**X**		
Major			**X**	
Recreational Facilities		**X**		
Trails		**X**		
Nursery, Commercial	**X**			**X**
Office				
General	**X**			**X**
Intensive and Clinical, Medical			**X**	**X**
Outdoor Dining		**X**		**X**
Outdoor Storage		**X**		
Parking Lot				
Commercial			**X**	**X**
Private	**X**			

Type	Allowed	Administrative	Conditional	Business License
Pre-Existing Landscaping	**X**			
Pre-Existing Lighting (outdoor)	**X**			
Pre-Existing Lot	**X**			
Pre-Existing Structure	**X**			
Pre-Existing Use	**X**			
Quasi-Public Facilities			**X**	**X**
Radio Station	**X**			**X**
Recreation Facility				
Commercial			**X**	**X**
Private	**X**			
Religious/Educational Institute				
Permanent	**X**			**X**
Temporary			**X**	**X**
Restaurant				
W/drive-up window		**X**		**X**

Type	Allowed	Administrative	Conditional	Business License
W/o drive-up window	**X**			**X**
Retail and Service Commercial				
W/drive-up window		**X**		**X**
W/o drive-up window	**X**			**X**
24 hour use			**X**	
Self-Service Storage Facility			**X**	**X**
Shopping Center			**X**	**X**
Telecommunications Facility		**X**		
Transportation Facility				
Major			**X**	
Minor	**X**			
Vehicle-Related Use				
Rental			**X**	**X**
Sales (Minor)		**X**		**X**
Sales and Service (Major)			**X**	**X**

Type	Allowed	Administrative	Conditional	Business License
Filling Station			**X**	**X**
Repair			**X**	**X**
Warehouse/Distribution			**X**	**X**

A. *Additional Use-Specific Standards.*

1. *Medical Cannabis Pharmacy.*

a. *Proximity Restrictions.*

i. A medical cannabis pharmacy use shall meet the proximity requirements as specified and amended in Section 26-61a-301 of the Utah Code Annotated.

b. *Application Requirements.*

i. An applicant for a medical cannabis pharmacy use must provide a description of the physical characteristics of the proposed facility, including a site plan, floor plan, architectural elevations, and a security plan as part of the business license application for the use. Fencing and security devices must comply with applicable city requirements.

ii. When proximity restrictions include area in an adjacent municipality, an applicant for a medical cannabis pharmacy use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license.

~~c. *Parking.* A medical cannabis pharmacy use shall be considered a retail and service, minor use for the purpose of calculating parking requirements.~~

c~~d~~. *Signage.* In addition to those requirements within this title, all signage associated with a medical cannabis pharmacy use shall comply with any requirements imposed by the state of Utah.

17-7-7.8 Parking.

An applicant for new development or the expansion by more than twenty-five percent of an existing building mass or site size in the zone must provide off-street parking with adequate provisions for independent ingress and egress by automobiles and other motorized vehicles as follows. The planning commission shall grant a reduction of up to thirty-five percent of required parking upon an applicant's demonstration of opportunities for shared parking within a mixed-use development.

Table 17-7-7.8. Parking

Uses	Parking Requirement (Number of Spaces)
Auditorium	1 per 5 seats or 3 per 100 s.f. of assembly area
Auto Repair	1 per employee per shift plus 4 per service bay
Bed and Breakfast Inn	1 per bedroom plus 1 per employee per shift
Cafe/Deli	3 per 1,000 s.f. of net leasable building area
Car Wash	
Self Serve	3 stacking spaces per wash bay
Automatic Tunnel (primary)	6 stacking spaces per wash bay
Automatic Tunnel (secondary)	8 stacking spaces per wash bay
Child Care Facility/Center	1 per on-duty staff per shift and 1 per 6 children

Uses	Parking Requirement (Number of Spaces)
Convenience Store, Support Commercial Uses	5 per 1,000 s.f. of net leasable building area
Duplex Dwelling	2 spaces per dwelling unit
Entertainment Center	1 per 4 seats or 5 per 1,000 s.f. of floor area, depending on type of facility
Financial Institution	3 per 1,000 s.f. of net leasable building area
Group Care Facility	The greater of: 1 per 2 bedrooms plus 1 per employee per shift or 2 per 3 employees per shift
Hospital, Limited Care	1 per 2 beds
Hospital, General	3 per bed
Hotel	1 per suite and 1 space per 200 s.f. of separately leasable space
IADU/EADU	1 space per unit
Master Planned Development	Determined by planning commission, based on proposed uses and potential for shared parking
Mixed-Use	
Commercial Portions	Determined by most applicable use in this section
Residential Portions	1.5 spaces per 1 bedroom unit; 2 spaces per 2 bedroom unit; 2.5 spaces per 3 bedroom unit and greater; plus 1 space per every 4 units for guest parking

Uses	Parking Requirement (Number of Spaces)	
Multifamily Dwelling	Apartment/Condominium not greater than 650 s.f. floor area	1 per dwelling unit
	Apartment/Condominium 650 to 1,000 s.f. floor area	1.5 per dwelling unit
	Apartment/Condominium 1,000 to 2,500 s.f. floor area	2 per dwelling unit
	Apartment/Condominium 2,500 s.f. floor area or more	3 per dwelling unit
Neighborhood Commercial	2 per 1,000 s.f. of net leasable building area	
Offices, General	3 per 1,000 s.f. of net leasable building area	
Offices, Intensive and Clinic, Medical	5 per 1,000 s.f. of net leasable building area	
Public and Quasi-Public Institution, Church and School; Public Utility	The greatest of: 1 per 5 seats, or 2 per 3 employees, or 1 per 1,000 s.f.	
Recreation Facility, Private	1 per 4 persons (based on the facility's maximum rated capacity)	
Recreation Facility, Commercial	The greatest of: 1 per 4 seats, 5 per 1,000 s.f. of floor area, or 1 per 3 persons rated capacity. For tennis- and pickleball-only facilities: 7 per court	
~~Retail & Service~~	3 for each 1,000 s.f. of net leasable building area	

Uses	Parking Requirement (Number of Spaces)
~~Commercial, Minor~~Medical Cannabis Pharmacy	
Retail & Service Commercial~~, Major~~	5 for each 1,000 s.f. of net leasable building area
~~Retail & Service, Auto Related and Gas Stations~~	~~5 per each 1,000 s.f. of net leasable building area~~
Restaurant, Standard and Bar	1 for every 100 s.f. of net leasable floor area, including kitchen areas
Restaurant, with Drive-up	5 per 1,000 s.f. of net leasable floor area
Senior Affordable Housing	Not less than 1 space per dwelling unit; plus not less than 0.3 spaces per dwelling unit for guest parking
Shopping Centers, Multi-Tenant Retail Spaces	3.5 per 1,000 s.f. of net leasable building area
Single Family Dwelling	2 spaces per dwelling unit
Temporary Construction Sites	1 for every 2 employees in the largest shift plus 1 for each vehicle used in conducting the business
Vehicle Sales (Minor)	3 spaces, plus 1 per employee per shift and a minimum of 2 for customers
Vehicle Sales/Rental	1 per vehicle for sale or rent plus 1 space per 400 square feet of net leasable floor

Uses	Parking Requirement (Number of Spaces)
(Major)	area
Warehouse	1 per 1,000 s.f. of floor area
Wholesale	1 for every 2 employees in the largest shift plus 1 for each vehicle used in conducting the business and wholesale storage uses at 1 per 1,000 s.f. of floor area

17-7-12.2 Uses.

A. *Additional Use-Specific Standards.*

1. *Medical Cannabis Pharmacy.*

a. *Proximity Restrictions.*

i. A medical cannabis pharmacy use shall meet the proximity requirements as specified and amended in Section 26-61a-301 of the Utah Code Annotated.

b. *Application Requirements.*

i. An applicant for a medical cannabis pharmacy use must provide a description of the physical characteristics of the proposed facility, including a site plan, floor plan, architectural elevations, and a security plan as part of the business license application for the use. Fencing and security devices must comply with applicable city requirements.

ii. When proximity restrictions include area in an adjacent municipality, an applicant for a medical cannabis pharmacy use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license.

~~c. *Parking.* A medical cannabis pharmacy use shall be considered a retail and service commercial, minor use for the purpose of calculating parking requirements.~~

c~~d~~. *Signage.* In addition to those requirements within this title, all signage associated with a medical cannabis pharmacy use shall comply with any requirements imposed by the state of Utah.

2. *Retail Tobacco Specialty Business.*

a. *Proximity Restrictions.*

i. A retail tobacco specialty business use shall meet the proximity requirements as specified and amended in Section 10-8-41.6 of the Utah Code Annotated.

b. *Application Requirements.*

i. When proximity restrictions include area in an adjacent municipality, an applicant for a ~~medical cannabis pharmacy~~retail tobacco specialty business use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license.

~~c. *Parking.* A retail tobacco specialty business use shall be considered a retail and service commercial, minor use for the purpose of calculating parking requirements.~~

17-7-12.7 Parking requirements.

Table 17-7-12.7C. Nonresidential Parking Ratio Requirements

Uses	Parking Ratio Requirement (Number of Spaces)
Assisted Living Facility	1 per 2 bedrooms plus 1 per employee per shift, or 2 per 3 employees per shift, whichever is greater
Auditorium	1 for every 5 seats or 3 per 100 s.f. of assembly area
Auto Repair	1 per employee per shift plus 4 per service bay
Car Wash	
Self serve	3 stacking spaces per wash bay
Automatic Tunnel (primary)	6 stacking spaces per wash bay
Automatic Tunnel (secondary)	8 stacking spaces per wash bay
Child Care Facility/Center	1 per on-duty staff per shift and 1 per 6 children

Uses	Parking Ratio Requirement (Number of Spaces)
Entertainment Center, Theater	1 per 4 seats or 5 per 1,000 s.f. of floor area, depending on type of facility
Financial Institution	3 per 1,000 s.f. of net leasable floor area
Heliports	As determined by the planning commission, based on traffic generation study
Hospital	3 per bed
Hotel/Motel	1 per room or suite, and 1 per 200 s.f. of separately leasable commercial space
Master Planned Development	Determined by planning commission, based on proposed uses and potential for shared parking
Offices, General	3 per 1,000 s.f. of leasable floor area
Offices, Intensive and Clinic, Medical	5 per 1,000 s.f. of leasable floor area
Public and Quasi-Public Institution, Church, School; Public Utility Uses; and Cemetery	The greater of: 1 per 5 seats, 2 per 3 employees, or 1 per 1,000 s.f. of floor area
Recreation Facility, Commercial	The greatest of: 1 per 4 seats; 5 per 1,000 s.f. of floor area; or 1 per 3 persons rated capacity. For tennis- and pickleball-only facilities: 7 per court
~~Retail & Service Commercial, Minor~~Medical Cannabis Pharmacy/Retail Tobacco Specialty Business	3 for each 1,000 s.f. of net leasable floor area

Uses	Parking Ratio Requirement (Number of Spaces)
Retail & Service Commercial~~, Major~~	5 for each 1,000 s.f. of net leasable floor area
Restaurant, Standard and Bar	1 for every 100 s.f. of net leasable floor area, including kitchen areas
Restaurant, with Drive-up	5 per 1,000 s.f. of net leasable floor area
Shopping Centers/Multi-Tenant Retail	3.5 per 1,000 s.f. of net leasable floor area
Storage Facility	1 for every 2 employees in the largest shift plus 1 for each vehicle used in conducting the business
Temporary Construction Sites	1 for every 2 employees in the largest shift plus 1 for each vehicle used in conducting the business
Vehicle Sales (Minor)	3 spaces, plus 1 per employee per shift and a minimum of 2 for customers
Vehicle Sales/Rental (Major)	1 per vehicle for sale or rent plus 1 space per 400 square feet of net leasable floor area

17-7-13.2 Uses.

A. *Additional Use-Specific Standards.*

2. *Medical Cannabis Pharmacy.*

a. *Proximity Restrictions.*

i. A medical cannabis pharmacy use shall meet the proximity requirements as specified and amended in Section 26-61a-301 of the Utah Code Annotated.

b. *Application Requirements.*

i. An applicant for a medical cannabis pharmacy use must provide a description of the physical characteristics of the proposed facility, including a site plan, floor plan, architectural elevations, and a security plan as part of the business license application for the use. Fencing and security devices must comply with applicable city requirements.

ii. When proximity restrictions include area in an adjacent municipality, an applicant for a medical cannabis pharmacy use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license.

~~c. *Parking.* A medical cannabis pharmacy use shall be considered a retail and service commercial, minor use for the purpose of calculating parking requirements.~~

c~~d~~. *Signage.* In addition to those requirements within this title, all signage associated with a medical cannabis pharmacy use shall comply with any requirements imposed by the state of Utah.

3. *Retail Tobacco Specialty Business.*

a. *Proximity Restrictions.*

i. A retail tobacco specialty business use shall meet the proximity requirements as specified and amended in Section 10-8-41.6 of the Utah Code Annotated.

b. *Application Requirements.*

i. When proximity restrictions include area in an adjacent municipality, an applicant for a ~~medical cannabis pharmacy~~retail tobacco specialty business use shall obtain a letter from the adjacent municipality indicating proximity restrictions within this title are satisfied based on existing uses in the area in the adjacent municipality prior to issuance of a business license.

~~c. *Parking.* A retail tobacco specialty business use shall be considered a retail and service commercial, minor use for the purpose of calculating parking requirements~~

17-7-13.7 Parking requirements.

Table 17-7-13.7C. Nonresidential Parking Ratio Requirements

Uses	**Parking Ratio Requirement (Number of Spaces)**
Assisted Living Facility	1 per 2 bedrooms plus 1 per employee per shift, or 2 per 3 employees per shift, whichever is greater
Auditorium	1 per 5 seats or 3 per 100 s.f. of assembly area
Auto Repair	1 per employee per shift plus 4 per service bay
Automobile Sales/Rental	1 per vehicle for sale or rent plus one space per 400 square feet of net leasable floor area
Child Care Facility/Center	1 per on-duty staff per shift and 1 per 6 children
Construction Services	1 per 400 s.f. of office space and 1 for each vehicle used in conducting the business
Entertainment Center	1 per 4 seats or 5 per 1,000 s.f. of floor area, depending on type of facility

Financial Institution	3 per 1,000 s.f. of net leasable floor area
Heliports	As determined by the planning commission, based on traffic generation study
Hospital	3 per bed
Hotel/Motel	1 per room or suite and 1 per 200 s.f. of separately leasable commercial space
Manufacturing	1 per employee in the largest shift plus 1 for each vehicle used in conducting the business
Offices, General	3 per 1,000 s.f. of leasable floor area
Offices, Intensive and Clinical, Medical	5 per 1,000 s.f. of leasable floor area
Public and Quasi-Public Institution, Church, School; Public Utility Uses; and Cemetery	The greatest of: 1 per 5 seats, 2 per 3 employees, or 1 per 1,000 s.f. of floor area
Recreation Facility, Commercial	The greatest of: 1 per 4 seats; 5 per 1,000 s.f. of floor area; or 1 per 3 persons rated capacity. For tennis- and pickleball-only facilities: 7 per court
~~Retail & Service Commercial, Minor~~Medical Cannabis Pharmacy/Retail Tobacco Specialty Business	3 for each 1,000 s.f. of net leasable floor area
Retail & Service Commercial~~, Major~~	5 for each 1,000 s.f. of net leasable floor area
Restaurant, Standard and Bar	1 for every 100 s.f. of net leasable floor area, including kitchen areas

Restaurant, with Drive-up	5 per 1,000 s.f. of net leasable floor area
Shopping Centers/Multi-Tenant Retail	3.5 per 1,000 s.f. of net leasable floor area
Storage Facility	1 for every 2 employees in the largest shift plus 1 for each vehicle used in conducting the business
Temporary Construction Sites	1 for every 2 employees in the largest shift plus 1 for each vehicle used in conducting the business
Vehicle Sales (Minor)	3 spaces, plus 1 per employee per shift and a minimum of 2 for customers
Vehicle Sales/Rental (Major)	1 per vehicle for sale or rent plus 1 space per 400 square feet of net leasable floor area
Warehouse	1 per 1,000 s.f. of floor area
Wholesale Establishments	1 for every 2 employees in the largest shift plus 1 for each vehicle used in conducting the business and wholesale, storage uses at 1 per 1,000 s.f. of floor area

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 6, 2025

SUBJECT: Consider Resolution No. 2025-R-23 Authorizing the Mayor to Execute the Interlocal Cooperation Agreement Between Salt Lake County and Midvale City for the Urban Wildlife Assistance Program

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

Midvale City (City) has historically participated in the Urban Wildlife Assistance Program, a multi-jurisdictional initiative developed through the Salt Lake County Council of Governments (COG) to manage and respond to urban wildlife concerns on a regional basis.

This program is administered by Salt Lake County, and participation requires execution of an Interlocal Agreement outlining each party's roles and responsibilities.

Under the agreement, Salt Lake County would establish and manage a special revenue fund for the program. Midvale City would agree to participate and contribute an annual amount of $5,904, with adjustments made each year based on population and participation by other municipalities.

The term of the current agreement expires July 1, 2025. The proposed agreement term is July 1, 2025, through June 30, 2030, and includes provisions for annual review and termination by either party with appropriate notice.

City Council approval of the interlocal agreement is required in order for Midvale City to continue participating in the Urban Wildlife Assistance Program.

Staff recommends that the City Council approve the Interlocal Agreement with Salt Lake County for participation in the Urban Wildlife Assistance Program and authorize the Mayor to sign the agreement.

RECOMMENDED MOTION:

I move that we suspend the rules approve Resolution No. 2025-R-23 Authorizing the Mayor to execute the Interlocal Cooperation Agreement between Salt Lake County and Midvale City for the Urban Wildlife Assistance Program.

ATTACHMENTS:

1. Resolution 2025-R-23
2. Midvale Urban Wildlife Agreement 2025

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND MIDVALE CITY FOR THE URBAN WILDLIFE ASSISTANCE PROGRAM

WHEREAS, Utah Code Ann. § 11-13-101 et seq., the Interlocal Cooperation Act, permits public agencies to enter into agreements for joint or cooperative actions; and

WHEREAS, Salt Lake County and Midvale City are public agencies authorized to enter into such agreements under the Interlocal Cooperation Act; and

WHEREAS, the Salt Lake County Council of Governments has proposed a multi-jurisdictional regional program to address urban wildlife issues; and

WHEREAS, Midvale City desires to participate in the Urban Wildlife Assistance Program by contributing financially to a cooperative fund administered by Salt Lake County, in order to support regional efforts in urban wildlife management; and

WHEREAS, Salt Lake County has prepared an Interlocal Cooperation Agreement outlining the responsibilities of the participating parties, including Midvale City's annual contribution and participation in program administration decisions; and

WHEREAS, the City Council finds that entering into this agreement is in the best interest of the residents of Midvale City;

NOW, **THEREFORE**, **BE IT RESOLVED** the City Council hereby approves the Interlocal Cooperation Agreement Between Salt Lake County and Midvale City for the Urban Wildlife Assistance Program and authorizes the mayor to sign the Interlocal Agreement and any related documents necessary to implement this resolution.

APPROVED AND ADOPTED this 6th day of May 2025.

_____
Mayor Dustin Gettel

Voting by the City Council	"Aye"	"Nay"
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

County Contract No. _____
DA Log No. 25-_____

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MIDVALE CITY

Urban Wildlife Assistance Program

THIS AGREEMENT is made and entered into this 24th day of March 2025, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "COUNTY"); and MIDVALE CITY, a municipal corporation of the State of Utah (the "CITY"). COUNTY and CITY may collectively be referred to as the "parties".

R E C I T A L S:

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the COUNTY and the CITY are "public agencies" as contemplated in UTAH CODE ANN. § 11-13-101, et seq. - Interlocal Cooperation Act; and

WHEREAS, the COUNTY and the CITY are desirous to take part in a multi--jurisdictional effort originally proposed by the Salt Lake Council of Governments ("COG") to create and fund an ongoing, regional program for urban wildlife control in the greater Salt Lake County metropolitan area; and

WHEREAS, it is beneficial for the COUNTY, the CITY and their respective citizens that the parties cooperate in accomplishing the foregoing.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual promises contained within this Agreement, the parties hereby agree as follows:

I. Scope of Services

a. The COUNTY agrees to:
   i. Establish and administer a special revenue account for the “Urban Wildlife Assistance Program" (the "Fund").
   ii. Expend all monies received from the CITY under this Agreement as directed, and shall promptly reimburse the CITY for any such funds not so expended. The COUNTY shall provide the CITY a detailed accounting of all funds received from the CITY upon request of the CITY.
   iii. Consult with representatives of the CITY and other participating local jurisdictions in making decisions concerning administration of the Fund.

b. The CITY agrees to:

i. Participate in the Fund.
ii. Make an annual contribution in the amount of five thousand nine hundred four dollars ($5,904) to the COUNTY for deposit and use in the Fund. The amount shall be adjusted annually upon other cities' participation in the Fund and the city population.
iv. Consult with representatives of the COUNTY and other participating local jurisdictions in making decisions concerning the administration of the Fund.

c. The parties mutually agree:

i. The Fund will serve program goals as developed by the program participants. The program participants will make recommendations to the COUNTY for the expenditure of Fund monies.
ii. The Fund will not supplant any existing COUNTY programs or funding for wild animal control, nor shall monies contributed by the CITY to COUNTY hereunder be diverted or used for other COUNTY programs.
iii. The program participants shall make recommendations concerning how monies contributed to the Fund are spent.
iv. Funding will be allocated by the parties as part of their respective annual budgeting processes. The CITY's initial contribution shall be paid to the COUNTY by July 31,2025, for the term of service through June 30, 2026. The CITY shall allocate and pay each subsequent annual contribution to the COUNTY by July 1 of each succeeding year of this Agreement.
v. Pursuant to Section VI. of this Agreement, entitled "Non-funding," nothing in this Agreement shall be construed to bind the decision of the future legislative bodies of either party to continue funding or participation in the Fund.
vi. The COUNTY's role under this Agreement shall be limited to those services set forth in Section I.a. Except where agreed to otherwise in writing, the COUNTY shall not be required to provide any additional money or resources to fulfill the objectives of the Salt Lake County Urban Wildlife Assistance Program. Nothing in this Agreement shall be construed as to require the COUNTY to ensure the success of the program goals developed through the program participants.

II. Term and Termination

The term of this Agreement shall commence on July 1, 2025 and shall continue until June 30, 2030. This Agreement may be renewed for subsequent five (5)-year periods at the mutual option of the parties under the same terms and conditions unless modified by Amendment. Each party reserves the right to terminate this Agreement on any June 30th date during the term or any subsequent terms if it, in its sole discretion, determines it is in its interest to do so. The party electing to exercise this right shall provide written notice to the other party no later than the March 31st immediately preceding the date of termination. A notice of termination provided between April 1st and June 30th will not become effective until June 30th of the subsequent calendar year. Both parties agree that the terminating party's election to terminate this Agreement will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating party, or any other claim or cause of action.

III. No Agency

No agent, employee, or servant of the COUNTY or the CITY is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The COUNTY and the CITY shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.
Each Party shall be solely responsible for providing workers' compensation benefits for its own personnel who provide assistance under this agreement.

IV. Severability

If any term or provision of the Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

V. Liability and Indemnification.

The CITY and the COUNTY are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-10I , et seq. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

VI. Non-Funding

The parties shall in good faith request the appropriation of funds to be paid for the services provided by this Agreement. If funds are not available beyond the last date of each entity's respective fiscal year of any effective fiscal year of this Agreement, either party's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY or CITY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by either party under this Agreement, that party shall promptly notify the other party of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

VII. Assignment and Delegation

Neither party shall assign any right nor delegate any duty under this Agreement without the express written and signed consent of the other party.

VIII. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

IX. Governing Law, No Third-Party Beneficiaries, Headings

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah, the Ordinances of Salt Lake County, and the Municipal Code of City of Midvale, both as to interpretation and performance.

This Agreement is not intended to benefit any third party. The paragraph headings of this Agreement are inserted only for convenience, and in no way define, limit, augment or describe the scope or intent of this Agreement nor affect its terms and provisions.

X. Interlocal Cooperation Act Requirements

In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the parties agree as follows:

a. This Agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Interlocal Act;
b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;
c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act;
d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;
e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the CITY and the COUNTY. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. The COUNTY shall own all equipment, records and other things used to provide services under this Agreement. Upon termination, all such equipment, records, and other things shall remain the property of COUNTY.

XL. Counterparts

This Agreement may be executed in counterparts by COUNTY and CITY.

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

Approved as to Form and Legality: Salt Lake County District Attorney

By: _____
Deputy District Attorney
Date _____

By: Salt Lake County Mayor or Designee

Signed: _____

Date: _____

By: Salt Lake County Public Work Director

Signed: _____

Date: _____

By: Salt Lake County Animal Services Director

Signed: _____

Date: _____

MIDVALE CITY

Approved as to Form and Legality: Midvale City Attorney

By: _____
Attorney
Date _____

By: Midvale City Mayor or Designee

Signed: _____

Date: _____

Midvale City Recorder

Signed: _____

Date: _____

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 6, 2025

SUBJECT: Consideration of Resolution No. 2025-R-24 Authorizing the Mayor to sign the Purchase Agreement of Real Property at Approximately 332 & 362 W. 7800 S on behalf of Midvale City.

SUMBITTED BY: Erinn Summers, Project and Policy Manager

SUMMARY:
Prior to 2012, Midvale Elementary School was located at 332 and 362 W Center Street, on what is now part of Midvale City Park. In 2012, the school was relocated to a new building at 7830 Chapel Street, and the original building was subsequently demolished. On January 3, 2012, the Midvale City Council authorized Mayor JoAnn B. Seghini to enter into an interlocal cooperation agreement with Canyons School District to lease the former school property (the Property) to expand Midvale City Park to Center Street. This agreement granted Midvale City full management and maintenance responsibilities for a 15-year term, ending in July 2027.

Over the past 13 years, Midvale City has used this space to provide recreational and community benefits to residents. The City has maintained the property and added several amenities, including pickleball courts, a basketball court, a tennis court, and a splash pad. This area has become a vital extension of Midvale City Park, offering free, active space for families and community events such as sporting activities and Harvest Days celebrations, including the annual fireworks display.

In the last year, Canyons School District (District) has indicated that its Board of Education is interested in selling the approximately 10.41-acre parcel currently under lease and managed by Midvale City. The Property has been appraised at $4,933,000.00 and the District is seeking to sell it at fair market value. Recognizing the value of preserving this space for public use, Midvale City Council set thew parameters for the issuance and sale of up to $55,000,000 in Sales and Franchise Tax Revenue Bonds on April 15, 2025. These funds will, in part, support the purchase of the Property.

To ensure long-term preservation of this essential community space, Midvale City Staff have prepared a purchase agreement with Canyons School District for the acquisition of the Property. Key terms of the agreement include:

- **Purchase Price:** $4,933,000.00.
- **Earnest Money:** $49,330.00 due within five days of execution.
- **Closing Date:** Expected on or around June 16, 2025.
- **Due Diligence:** Waived, as the City has managed and maintained the property for over a decade.
- **Additional Costs:** Midvale City will cover the cost of a title report, ALTA survey, and title insurance.

Midvale City Staff has attached a resolution and the Purchase Agreement for City Council's consideration.

STAFF'S RECOMMENDATION AND MOTION: I move to approve Resolution No. 2025-R-24 Authorizing the Mayor to sign the Purchase Agreement of Real Property at Approximately 332 & 362 W. 7800 S on behalf of Midvale City.

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-24

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE PURCHASE AGREEMENT OF REAL PROPERTY AT APPROXIMATELY 332 & 362 W. 7800 S ON BEHALF OF MIDVALE CITY.

WHEREAS, Midvale City (City) is a body corporate and politic of the State of Utah; and

WHEREAS, the Board of Education of Canyons School District (District) is a Utah school district and political subdivision of the State of Utah; and

WHEREAS, in 2012, the District relocated Midvale Elementary School from 362 West 7800 South to 7830 S. Chapel Street; and

WHEREAS, on January 3, 2012, the Midvale City Council authorized Midvale City to enter into an interlocal cooperation agreement with the District to lease the former school site (the Property) for the expansion of Midvale City Park; and

WHEREAS, the agreement provided Midvale City full management and maintenance responsibilities of the Property through July 2027; and

WHEREAS, Midvale City has maintained and enhanced the Property as public park space, including adding new amenities and expanding community events and recreational use; and

WHEREAS, the District has notified the City of its intent to sell the approximately 10.41-acre property located at 332 and 362 W Center Street, which has been appraised at $4,933,000.00; and

WHEREAS, on April 15, 2025, the Midvale City Council set the parameters for the issuance and sale of up to $55,000,000.00 in Sales and Franchise Tax Revenue Bonds to finance, in part, the purchase of this property; and

WHEREAS, Midvale City Council finds that the continued use of the Property as a public space serves the public interest and is desirable for the long-term benefit of Midvale residents; and

WHEREAS, Midvale City has prepared a Purchase Agreement with the District to acquire the property; and

WHEREAS, Both parties have reviewed the Purchase Agreement and find the terms acceptable.

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

Section 1. The City Council hereby authorizes Mayor Gettel to sign the Purchase Agreement with the Board of Education of the Canyons School District for the property located at approximately 332 and 362 W. 7800 South, Midvale, Utah.

Section 2. The City Council hereby authorizes the payment of $4,933,000.00 and directs staff to execute the transaction.

Section 3. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 6th day of May, 2025.

_____
Dustin Gettel, Mayor

Voting by the City Council	"Aye"	"Nay"
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

PURCHASE AGREEMENT OF REAL PROPERTY AT APPROXIMATELY 332 & 362 WEST 7800 SOUTH, MIDVALE

This Purchase Agreement of Real Property at Approximately 332 & 362 West 7800 South, Midvale, (this "**Agreement**") is made and entered into as of the ____ day of _____, 2025 (the "**Effective Date**") by and between Midvale City, a Utah municipality and political subdivision (the "**Purchaser**"), and the Board of Education of Canyons School District, a Utah school district and political subdivision (the "**Seller**").

A. The Seller owns approximately 10.41 acres of real property located at approximately 332 & 362 West 7800 South, Midvale, and described by the Salt Lake County Recorder with the Parcel Numbers 21-25-385-002-0000, 21-25-451-004-0000, 21-25-451-005-0000, 21-25-451-006-0000, 21-25-451-007-0000, 21-25-451-017-0000, and 21-25-451-027-0000 (as more particularly defined below, the "**Property**").

B. Purchaser and Seller entered the Interlocal Cooperation Agreement between Midvale City Corporation and Canyons School District Regarding the Exchange of Real Property and a Lease of Canyons School District Property in 2012 that leased the Property to the Purchaser. The interlocal agreement will expire on July 1, 2027.

C. The Purchaser desires to purchase the Property on the terms and conditions contained herein;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1: <u>Definitions</u>

As used herein, the following terms shall have the meanings respectively indicated:

"**Closing**" means the transfer of title to the Property by the Seller to the Purchaser in accordance with Section 6 below.

"**Closing Date**" means June 16, 2025, or any date mutually agreed upon by the Parties in writing.

"**Deeds**" means the special warranty deed from the Seller to the Purchaser conveying title to the Property in the form of Exhibit B attached hereto.

"**Earnest Money Deposit**" means the sum of $49,330.00.

"**Hazardous Materials**" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste. Without limiting the generality of the foregoing, the term shall mean and include: (i) "Hazardous Substances," as defined in CERCLA, as amended, and regulations promulgated thereunder; (ii) "Hazardous Waste," as defined in the RCRA, as amended, and regulations promulgated thereunder; (iii) Materials defined as "Hazardous

Materials" in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and (iv) "Chemical Substance or Mixture," as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

"**Party**" means the Purchaser or the Seller individually.

"**Parties**" means the Purchaser and the Seller.

"**Permitted Exceptions**" means all exceptions listed in the Title Commitment that are agreeable to the Purchaser.

"**Property**" means that certain real property described in Exhibit A, attached hereto. The Property includes all rights and easements appurtenant to the Property and all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.

"**Purchaser Event of Default**" means a breach or default under this Agreement by the Purchaser and the Purchaser does not cure such default within 10 days after written notice thereof from Seller.

"**Purchase Price**" means $4,933,000.00.

"**Seller Event of Default**" means a breach or default under this Agreement by the Seller and the Seller does not cure such default within 10 days after written notice thereof from the Purchaser.

"**Settlement Statement**" means a settlement statement prepared by the Title Company, showing the Purchase Price and each Party's share of prorations and Closing costs as specified herein.

"**Title Company**" means Meridian Title, Shane Liedtke, Escrow Officer, 126 West Sego Lily Drive, Suite 275, Sandy, UT 84070, office telephone: 801-743-7410, email: Shane@mtcutah.com.

SECTION 2: <u>Agreement to Purchase</u>

2.1 <u>Purchase and Sale</u>. Subject to the conditions contained herein, the Purchaser agrees to purchase, and the Seller agrees to sell the Property on an 'as is, where is' basis, without any representations or warranties of any kind, express or implied.

2.2 <u>Earnest Money</u>. Within five business days after the execution of this Agreement, the Purchaser shall deliver the Earnest Money Deposit to the Title Company to hold in escrow. In the event of a Closing, the amount of the Earnest Money Deposit shall be credited towards the Purchase Price. In all other cases, the Earnest Money Deposit shall be disbursed as provided in Subsections 4.2, 5.2, 8.1, 8.2, or 9.3 below, as the case may be.

2.3 <u>No Changes</u>. Prior to the Closing Date, the Seller agrees as follows:

(a) to not enter into any lease, license or use agreement with respect to any portion of the Property with anyone other than the Purchaser,

(b) to not subject any portion of the Property to a deed of trust, mortgage or similar

instrument, or to otherwise not allow any encumbrance on the Property,

(c) to not sell or assign its ownership rights in the Property to any person or entity, or to agree to sell to, or grant an option to purchase to any other person or entity, any portion of the Property, in either case individually as well as a group, unless such action is subject to the Agreement, and

(d) to not change the condition of the Property in any way, without the consent of the Purchaser, such consent not to be unreasonably withheld.

SECTION 3: Evaluation of the Property

3.1 Title Commitment. Seller, at Seller's sole cost and expense, shall obtain a commitment issued by the Title Company for an ALTA Form Owner's Title Policy for the Property (the "**Title Commitment**") and a copy of each exception document referred to therein. Seller shall provide Purchaser a copy of the Title Commitment.

SECTION 4: Conditions Precedent to Purchase of the Property

4.1 Conditions Precedent to Purchase of the Property. The Purchaser's obligation to purchase the Property is subject to the satisfaction or the Purchaser's waiver of the following conditions:

(a) No Material Adverse Change. There shall have been no material adverse change to the condition of the Property since the Effective Date.

(b) Representations and Warranties. All representations and warranties of the Seller described in Subsection 7.1 shall be true and correct as of the date made and as of the Closing Date with the same effect as if the representations and warranties were made as of the Closing Date. The Property is being sold "AS IS, WHERE IS" without representations or warranties regarding the condition of the Property.

(c) Seller Event of Default. There shall not be an uncured Seller Event of Default.

4.2 Termination Upon Failure of Certain Conditions. In the event that the conditions specified in Subsection 4.1 have not been satisfied or waived by the Purchaser by Closing, then the Purchaser may terminate this Agreement and, in such event, the Earnest Money Deposit shall be returned to the Purchaser, and no Party shall have any further obligations or liability to any other Party except as provided in Subsection 9.14. In the event of a Seller Event of Default, the Parties' rights and obligations are set forth in Section 8.

SECTION 5: Conditions Precedent to the Seller's Obligations

5.1 Conditions. The Seller's obligation to sell the Property is subject to the satisfaction or Seller's waiver of the following conditions:

(a) Representations and Warranties. All representations and warranties of the Purchaser described in Subsection 7.2 shall be true and correct as of the date made and as of the Closing Date with the same effect as if the representations and warranties were made as of the Closing Date.

(b) Purchaser's Performance. There shall not be an uncured Purchaser Event of Default.

5.2 Termination Upon Failure of Certain Conditions. In the event that the conditions specified in Subsection 5.1 have not been satisfied or waived by the Seller by the Closing, then the Seller may terminate this Agreement, receive the Earnest Money Deposit, and no Party shall have any further obligations or liability to any other Party except as provided in Subsection 9.14. In the event of a Purchaser Event of Default, the Parties' rights and obligations are set forth in Section 8.

SECTION 6: Closing

6.1 Closing. Following the execution of this Agreement, the Purchaser shall open an escrow account with the Title Company. A copy of this Agreement shall be provided to the Title Company to advise the Title Company of the terms and conditions hereof. Prior to the Closing, the Seller and the Purchaser shall give separate written closing instructions to the Title Company (with a copy sent concurrently to the other Party) which instructions shall be consistent with the provisions of this Agreement. The entire Closing shall be handled by the Title Company alone, and there shall not be a "split closing" involving another title company acting on behalf of either Party.

6.2 Prorations. Normal prorations of taxes and related items shall be made at Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be based upon taxes for the prior year and adjusted for the year of Closing within a reasonable time after they become finally determined for such year.

6.3 Costs and Title Policy. The Purchaser shall pay the cost of recording the Deeds. Any escrow fees and additional recording fees shall be paid solely by the Purchaser. The Purchaser shall pay the cost of the premium for the owner's policy of title insurance for the Property. In addition, if the Closing does not occur as a result of a Party failing to perform or an Event of Default attributable to that Party, any cancellation charges in connection with the Title Commitment shall be paid by that Party. The Seller shall deliver all affidavits and indemnifications, as the Title Company shall reasonably request.

6.4 Items to be Delivered by the Seller at the Closing. At the Closing, the Seller shall deliver, or cause to be delivered, to the Purchaser each of the following items:

(a) The Deed signed by the Seller, in form for recording, conveying fee simple title to the Property to the Purchaser, subject only to the Permitted Exceptions.

(b) All documents and information requested by the Title Company, including without limitation the Title Company's standard form of indemnity agreement for sellers.

(c) The Settlement Statement, approved by the Seller.

6.5 Items to be Delivered by the Purchaser at the Closing. At the Closing, the Purchaser shall deliver, or cause to be delivered, to the Seller each of the following items:

(a) The Purchase Price by wire transfer, as such amounts are adjusted as shown on the Settlement Statement.

(b) The Settlement Statement, approved by the Purchaser.

6.6 Possession. Possession of the Property shall be delivered to the Purchaser by the Seller at Closing.

SECTION 7: Representations and Warranties

7.1 Representations of the Seller. Except as noted, the Seller represents and warrants, as of the date this Agreement is fully executed and as of the Closing Date, as follows:

(a) Authority. Seller is a school district of the State of Utah. The Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by the Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of the Seller, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which the Seller is a party or that is binding on the Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to the Seller's knowledge, threatened, against the Seller or the Property, which challenges the Seller's ability to execute or perform its obligations under this Agreement.

(c) Boundary Disputes. The Seller is not aware of any disputes with respect to the boundaries of the Property that have not been disclosed to the Purchaser in writing.

(d) Existing Claims. The Seller is not aware of any existing claims by any person (other than the Seller) as to the ownership of the Property that have not been disclosed to the Purchaser in writing.

7.2 Purchaser's Covenants, Representations and Warranties. As a material inducement to the Seller to execute this Agreement and consummate this transaction, the Purchaser covenants, represents and warrants to the Seller that:

(a) Authority. The Purchaser is a political subdivision of the State of Utah. The Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by the Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of the Purchaser, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which the Purchaser is a party or to the Purchaser's knowledge binding on the Purchaser that is in conflict with this Agreement. There is no action or proceeding pending or, to the Purchaser's knowledge, threatened against the Purchaser which challenges or impairs the Purchaser's ability to execute or perform its obligations under this Agreement.

(c) No Representations as to the Property. With the exception of the representations and warranties set forth in Subsection 7.1 hereof (the "**Seller's Express Representations and Warranties**") and without in any way limiting the effect of Subsection 9.14 hereof, the Purchaser hereby affirms that the Seller and its agents, employees, and/or attorneys have not made, nor has the Purchaser relied upon any representation, warranty, or promise with respect to the Property or any other subject matter of this Agreement, other than the Seller's Express Representations and Warranties, including, without limitation, any warranties or representations, express or implied, as to matters of title or the existence of any easements or other encumbrances, the general plan designation, zoning, value, use, tax status or physical condition of the Property, or improvements thereon, or any part thereof, including but not limited to the flood elevations, drainage patterns and soils and subsoils composition and compaction level, and other conditions

at the Property, or the existence or non-existence of hazardous materials or any other environmental condition on or under the Property or adjacent property, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or reports therefor. Without limiting the generality of the foregoing, and except for the Seller's Express Representations and Warranties, the Purchaser is purchasing the Property from the Seller in an "AS IS", "WHERE IS" CONDITION, SUBJECT TO "ALL FAULTS", INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. EXCEPT FOR THE SELLER'S WRITTEN AND EXPRESS REPRESENTATIONS AND WARRANTIES, THE PURCHASER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TITLE, CONDITION, AND USE OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 8: Defaults

8.1 Purchaser Event of Default Termination. IN THE EVENT OF A PURCHASER EVENT OF DEFAULT OR IN THE EVENT THE CONDITIONS PRECEDENT DESCRIBED IN SECTIONS 4 AND 5 HEREIN HAVE BEEN SATISFIED OR WAIVED, AND THE PURCHASER FAILS TO CLOSE THE TRANSACTION AS PROVIDED FOR HEREIN, IT IS AGREED THAT THE SELLER MAY TERMINATE THIS AGREEMENT AND RETAIN THE EARNEST MONEY DEPOSIT. The Seller hereby waives any right to seek specific performance or to recover any other damages or sums from the Purchaser; provided, however, this Section applies only to a default of the Purchaser in its obligation to complete the acquisition of the Property and in no way limits the Purchaser's potential liability for attorney's fees or for the indemnity obligations set forth in this Agreement, or for the breach of other agreements contained herein other than the agreement to close.

8.2 Seller Event of Default. In the event of a Seller Event of Default, the Purchaser shall, as the Purchaser's sole remedy, either seek specific performance or a refund of the Earnest Money Deposit; provided, however, this Section applies only to a default of the Seller's in their obligation to complete the sale of the Property and in no way limits the Seller's potential liability for attorney's fees or for the indemnity obligations set forth in this Agreement, or for the breach of other agreements contained herein other than the agreement to close.

SECTION 9: Other Provisions

9.1 No Real Estate Commissions. The Purchaser and the Seller each represents that it has not entered into any unexpired written contracts with any brokers or finders nor obligated themselves to pay any real estate commissions or finders' fees on account of the execution of this Agreement or the close of the transaction contemplated hereby, except for contracts under which (a) the Purchaser or the Seller is solely responsible to pay a real estate commission or finders' fee, and (b) the other contracting party has no recourse against the Property or the other Party. Based on such representations, the Purchaser and the Sellers hereby agree to indemnify and hold each other harmless from any claims, damages, expenses, liabilities, liens, or judgments (including costs, expenses, and attorneys' fees in defending the same) which arise on account of any claim made against the indemnifying party that real estate commissions or finders' fees (including those identified above) are payable and have not been discharged in their entirety.

9.2 Claims. The Seller agrees that, in the event that any person or entity makes a claim against the Seller's interests in the Property or the proceeds of the Purchase Price, either in connection with the Closing or otherwise, and either as a result of a claim pursuant to Section 9.1 or a claim pursuant to this Section 9.2, the Seller hereby, without any other further action needed to be taken or any other instrument signed (except as otherwise specified in the last sentence of this Section 9.2):

(a) authorizes the Closing of the sale of the Property to proceed notwithstanding such claim,

(b) instructs the Title Company to close the sale of the Property and to hold the proceeds from the sale payable to the Seller in escrow pending a resolution of the claim,

(c) agrees to sign all affidavits and indemnifications against such claims requested by the Title Company,

(d) if the dispute has not been resolved within 60 days of the Closing Date, consents to the Title Company filing an interpleader with the Third District Court of the State of Utah and depositing the disputed funds into an account specified by such Court, and

(e) agrees to pay or reimburse the Title Company the reasonable expenses incurred by the Title Company, including without limitation legal fees.

In connection with the implementation of the foregoing, the Parties agree to enter into an escrow agreement with the Title Company in a form reasonably required by the Title Company.

9.3 Condemnation. If any material portion of the Property is condemned or access thereto is taken prior to the Closing Date, and the Purchaser reasonably concludes that the taking renders the Property unsuitable for the development and the Purchaser so notifies the Seller in writing promptly after learning of such condemnation action, then this Agreement shall terminate. The Earnest Money shall be returned to the Purchaser. If this Agreement is not terminated pursuant to the preceding sentence, the Purchase Price shall not be affected, it being agreed that if the award is paid prior to the Closing Date, such amount shall be held in escrow and delivered to the Purchaser at the Closing, and if the award has not been paid before the Closing Date, then at the Closing the Seller shall assign to the Purchaser all of its right, title, and interest with respect to such award.

9.4 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (a) Federal Express or other established express delivery service which maintains delivery records, with direct signature on delivery required, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or such other addresses as the Parties may designate from time to time by written notice in the above manner:

To Purchaser:
Midvale City
Attn: City Manager
Midvale City Hall
7505 South Holden Street
Midvale, Utah 84047
mdahl@midvaleut.gov

To Seller:
Canyons School District
Attn: Business Administrator
9361 South 300 East
Sandy, Utah 84070
Leon.Wilcox@canyonsdistrict.org

Such notice communications may also be given by email, provided any such communication is concurrently given by one of the above methods or the giver of the notice obtains confirmation that the

receiver has received the notice. Notices shall be deemed effective upon the receipt as evidenced by signature of the intended recipient, or other written or digital confirmation of receipt, or, in the case of hand delivery, by sworn declaration of the person delivering the notice, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery. Upon at least 10 days prior written notice, each Party shall have the right to change its address to any other address within the United States of America. In addition to the foregoing, any notice of default of Seller shall be given by written overnight currier with a signed verification of receipt.

ALL NOTICES, DEMANDS OR OTHER COMMUNICATIONS ORIGINATED BY THE PURCHASER, WHICH ARE REQUIRED TO OR PERMITTED TO BE GIVEN TO THE SELLER PURSUANT TO THIS AGREEMENT, SHALL BE CONSIDERED AS PROPERLY GIVEN IF GIVEN IN ACCORDANCE WITH THIS SUBSECTION 9.4. THE SELLER HEREBY AGREES THAT ANY SUCH NOTICE FROM THE PURCHASER DELIVERED TO THE SELLER AT THE ADDRESS SPECIFIED HEREIN SHALL BE BINDING ON THE SELLER, AND THAT THE SELLER SHALL BE DEEMED TO HAVE RECEIVED SUCH NOTICE FROM THE PURCHASER.

9.5 References. All references to "Section," "Sections," "Subsection," or "Subsections" contained herein are, unless specifically indicated otherwise, references to Sections of this Agreement.

9.6 Exhibits. All references to "Exhibits" contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

9.7 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

9.8 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

9.9 Attorney's Fees. In the event a Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Parties to that legal proceeding, as determined and fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

9.10 Governing Law. This Agreement is intended to be performed in the State of Utah, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Agreement, unless otherwise specified herein.

9.11 Amendments. This Agreement may be amended or supplemented only by an instrument in writing, executed by both the Purchaser and the Seller.

9.12 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9.13 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by the Purchaser and the Seller, the Purchaser and the Seller each

agrees to perform, execute, and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.

9.14 Survival. (i) All expressly stated indemnities, releases, covenants, representations and warranties contained herein shall survive the termination of this Agreement, Closing, the delivery of the Deeds, and the acquisition of the Property by the Purchaser. (ii) The Property is sold 'AS IS WHERE IS,' and the Seller makes no representations or warranties, express or implied, regarding the condition, quality, or suitability of the Property for any particular purpose. The Purchaser acknowledges the conditions and covenants contained in the Deeds and the "AS IS WHERE IS" condition for the delivery of the Property (including the possibility of contaminants on or under the Property, the existence of asbestos containing materials in the building or on the Property and lead paint on the Property). Purchaser acknowledges that prior to Closing Purchaser has had the opportunity to fully and completely inspect the Property and accepts the Property in its entirety in its AS IS WHERE IS condition, which acceptance shall survive Closing in perpetuity.

9.15 Nonliability of Officials and Employees. No member, official, or employee of the Parties shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach by the Party or for any amount which may become due to the other Party on any obligation under the terms of this Agreement.

9.16 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors of the Seller and the successors and assigns of Purchaser.

9.17 Time. Time is of the essence regarding the dates set forth in this Agreement.

[Remainder of this page intentionally left blank, signature page to follow.]

IN WITNESS WHEREOF, the Parties have caused this Purchase Agreement of Real Property at Approximately 332 & 362 West 7800 South, Midvale, to be duly executed as of the date first written.

PURCHASER:
MIDVALE CITY

By _____
Dustin Gettel, Mayor

ATTEST:

By _____
Rori L. Andreason, City Recorder

SELLER:
BOARD OF EDUCATION OF CANYONS SCHOOL DISTRICT

By _____
Amber Shill, Board President

ATTEST:

By _____
Leon Wilcox, Business Administrator

TITLE COMPANY ACCEPTANCE

The Purchase Agreement of Real Property at Approximately 332 & 362 West 7800 South, Midvale (the "Agreement"), is accepted, and the escrow described in Subsection 2.2 thereof is opened this ___day of _____, 2025. The undersigned hereby agrees to act as the "Title Company" as defined in the Agreement and to perform its duties in accordance with the provisions of the Agreement. Further, the Title Company agrees to (a) timely file returns with the Internal Revenue Service, on Form 1099-S or such other forms as instructed by the Internal Revenue Service, showing the gross proceeds of each transaction contemplated hereunder, the recipient thereof and such other information as the Internal Revenue Service may by form or regulation require from time to time, and (b) furnish the Purchaser and the Seller with a written statement showing the name and address of the Title Company and the information shown on such returns with respect to each such transaction. These returns shall be filed to ensure that the Parties to these transactions will be in compliance with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any regulations promulgated thereunder.

Meridian Title Company

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the Property

That certain real property located in Salt Lake County, Utah more particularly described as follows:

332 W. Center Street, Midvale
Salt Lake County Parcel Number 21-25-451-017-0000
Beginning at a point which is 27.9 rods North and 150.62 feet East from the Southwest Corner of the Southeast Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Meridian; running thence North 200 feet; thence West 80 feet; thence South 200 feet; thence East 80 feet to the point of beginning. 0.37 acres more or less.

362 W. Center Street, Midvale
Salt Lake County Parcel Number 21-25-385-002-0000
Beginning at a point which is 24.9 rods North and 42.3 rods West from the Southeast Corner of the Southwest Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Meridian; running thence East 635.62 feet; thence North 422.4 feet; thence West 70.62 feet; thence North 397.65 feet; thence West 313.5 feet; thence South 190 feet; thence West 53.85 feet; thence South 233 feet; thence West 197.65 feet; thence South 397.05 feet to the point of beginning. 9.17 acres more or less.

Salt Lake County Parcel Number 21-25-451-004-0000
Lots 8, 9 and 10, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 0.20 acres more or less.

Salt Lake County Parcel Number 21-25-451-005-0000
Lots 6 and 7, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 0.14 acres more or less.

Salt Lake County Parcel Number 21-25-451-006-0000
The West 80 feet of the South 1/2 of Lot 2, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Also, the West 77.69 feet of the North 1/2 of Lot 2, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Also, Lots 3, 4 and 5, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 0.32 acres more or less.

Salt Lake County Parcel Number 21-25-451-007-0000
The West 80 feet of Lot 1, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 0.08 acres more or less.

Salt Lake County Parcel Number 21-25-451-027-0000
Beginning at the Northwest Corner of Lot 10, Block 3, Eastvale Addition; running thence South 0°07'05" East 125 feet; thence North 89°52'55" East 118.31 feet; thence South 0°07'05" East 12 feet; thence South 89°52'55" West 148.31 feet; thence North 0°07'05" West 136.80 feet, more or less; thence North 89°52'55" East 30 feet to the point of beginning. 0.127 acres more or less.

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Midvale City
ATTN: City Recorder
7505 S Holden Street
Midvale, Utah 84047

Parcel Nos. 21-25-385-002-0000
21-25-451-004-0000
21-25-451-005-0000
21-25-451-006-0000
21-25-451-007-0000
21-25-451-017-0000
21-25-451-027-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), is made as of the ____day of _____, 2025, by the Board of Education of Canyons School District, a Utah school district and political subdivision, located at 9361 South 300 East, Sandy, Utah 84040 (the "Grantor") in favor of Midvale City, a Utah municipality and political subdivision, located at 7505 S. Holden Street, Midvale, Utah 84047 (the "Grantee").

For and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does, by this Deed, CONVEY AND WARRANT, to the Grantee, against all claiming by, through or under Grantor that certain real property situated in Midvale City, Salt Lake County, Utah more particularly described in Attachment "A" attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be duly executed as of the date first above written.

By _____
[Name], [Title]

ATTEST:

By _____
[Name], [Title]

PUBLIC ENTITY AFFIDAVIT

In accordance with Utah Code Ann. § 57-1-48, I, Dustin Gettel, being of legal age and authorized by Midvale City, hereafter "public entity," being first duly sworn, depose and state as follows: The public entity consents to the conveyance of real property by deed from the Board of Education of Canyons School District. By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property described in the attached legal description. The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property described in the attached legal description. This Public Entity Affidavit is intended to evidence that the public entity consents to the Board of Education of Canyons School District conveying the real property described in the attached legal description to the public entity.

By _____
Dustin Gettel, Mayor

ATTEST:

By _____
Rori L. Andreason, City Recorder

Attachment A:
Legal Descriptions of Parcel Numbers 21-25-385-002-0000, 21-25-451-004-0000, 21-25-451-005-0000, 21-25-451-006-0000, 21-25-451-007-0000, 21-25-451-017-0000, and 21-25-451-027-0000

That certain real property located in Salt Lake County, Utah more particularly described as follows:

332 W. Center Street, Midvale
Salt Lake County Parcel Number 21-25-451-017-0000
Beginning at a point which is 27.9 rods North and 150.62 feet East from the Southwest Corner of the Southeast Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Meridian; running thence North 200 feet; thence West 80 feet; thence South 200 feet; thence East 80 feet to the point of beginning. 0.37 acres more or less.

362 W. Center Street, Midvale
Salt Lake County Parcel Number 21-25-385-002-0000
Beginning at a point which is 24.9 rods North and 42.3 rods West from the Southeast Corner of the Southwest Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Meridian; running thence East 635.62 feet; thence North 422.4 feet; thence West 70.62 feet; thence North 397.65 feet; thence West 313.5 feet; thence South 190 feet; thence West 53.85 feet; thence South 233 feet; thence West 197.65 feet; thence South 397.05 feet to the point of beginning. 9.17 acres more or less.

Salt Lake County Parcel Number 21-25-451-004-0000
Lots 8, 9 and 10, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 0.20 acres more or less.

Salt Lake County Parcel Number 21-25-451-005-0000
Lots 6 and 7, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 0.14 acres more or less.

Salt Lake County Parcel Number 21-25-451-006-0000
The West 80 feet of the South 1/2 of Lot 2, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Also, the West 77.69 feet of the North 1/2 of Lot 2, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Also, Lots 3, 4 and 5, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 0.32 acres more or less.

Salt Lake County Parcel Number 21-25-451-007-0000
The West 80 feet of Lot 1, Block 3, Eastvale Addition, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 0.08 acres more or less.

Salt Lake County Parcel Number 21-25-451-027-0000
Beginning at the Northwest Corner of Lot 10, Block 3, Eastvale Addition; running thence South 0°07'05" East 125 feet; thence North 89°52'55" East 118.31 feet; thence South 0°07'05" East 12 feet; thence South 89°52'55" West 148.31 feet; thence North 0°07'05" West 136.80 feet, more or less; thence North 89°52'55" East 30 feet to the point of beginning. 0.127 acres more or less.

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 6, 2025

SUBJECT: Consideration of Resolution No. 2025-R-26 Approving the Updated Committee and Board Appointment List

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

Midvale City is actively involved with numerous interlocal, non-profit, and governmental organizations. As needed, the Mayor and City Council thoughtfully review and appoint representatives to serve on the governing boards and committees of these organizations.

With the upcoming retirement of City Engineer Keith Ludwig, and the conclusion of former City Manager Kane Loader's service on the TransJordan Landfill Committee, several vacancies will need to be filled. Staff is asking the City Council to:

1. Discuss options for filling open positions at a future City Council meeting.
2. Approve the attached Boards and Committees List, which has only been updated to replace Keith Ludwig with Jerimie Thorne as the alternate on the South Valley Water Reclamation Board.

The vacancies to be discussed include:

- Trans-Jordan Landfill – Board Member
- Jordan Valley Water Conservancy District - Drought Committee Member
- Wasatch Front Regional Council - Technical Advisory Committee Member
- Traffic Control Committee - Chair
- Air Quality Policy Advisory Board Member

Recommended Motion:

I move that we suspend the rules and approve Resolution 2025-R-26 Adopting Updates to the Board and Committee Assignments for Midvale City

Attachments:

1. 5.6.25 City Council Committee-Board Assignments Updated List (Vacancies)
2. Resolution 2025-R-26

MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-26

A RESOLUTION ADOPTING UPDATES TO THE BOARD AND COMMITTEE ASSIGNMENTS FOR MIDVALE CITY

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, changes have been made to the Committee and Board assignments for City Council and staff members; and

WHEREAS, the City Council has reviewed and approves of the Board and Committee Assignments List.

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.

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 6th day of May 2025.

_____
Dustin Gettel, Mayor

Voting by the City Council	"Aye"	"Nay"
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

BOARD AND COMMITTEE ASSIGNMENTS

May 6, 2025

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

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

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

MIDVALE CITY COUNCIL
SUMMARY REPORT

May 6th, 2025

SUBJECT: Consideration of Resolution No. 2025-R-27 Authorizing the Mayor to sign a Professional Services Contract with Galloway & Company for Architectural Design, Development, and Construction Management of the New Public Works Facilities.

SUBMITTED BY: Jerimie Thorne, Deputy Director of Public Works

SUMMARY: The current Midvale Public Works Operations Center requires additional capacity for storage and office space. The Midvale Public Works Needs Assessment & Master Plan was completed by Galloway in January 2024, and sets forth general plans for new facilities that shall meet current and future capacity requirements as follows; a decant station, approximately 21,600 sf of covered vehicle and equipment storage, approximately 4,300 sf of climatized vehicle and equipment storage, approximately a 10,500 sf fleet repair shop, and vehicle and equipment storage adjacent to a truck/vehicle wash, and approximately 13,500 sf of office space.

This agreement is for the architectural work required to construct the facilities outlined in the Needs Assessment and Master Plan.

FISCAL IMPACT: Schematic Design - $131,4000
Design Development - $175,200
Construction Documents - $306,600
Permitting and Bidding - $87,600
Construction Administration - $175,200

Total - $876,000

ATTACHMENTS:

Professional Services Contract
Public Works Facility Needs Master Plan
Resolution No. 2025-R-27

RESOLUTION NO. 2025-R-27

A Resolution Authorizing the Mayor to Sign a Professional Services Contract with Galloway & Company for Architectural Design, Development, and Construction Management of the New Public Works Facilities

WHEREAS, The current Midvale Public Works Operations Center requires updating and expansion of additional capacity for operations, storage, and office space; and

WHEREAS, Galloway and Company (Architect) prepared the Midvale Public Works Needs Assessment & Master Plan in January 2024, which sets forth general plans for new facilities at the Midvale Public Works Operations Center (Project) at approximately 8000 South Main Street in Midvale; and

WHEREAS, Midvale City (City) has negotiated an agreement with Architect for architectural design, development and construction management services, which has been reviewed and found to be fair, reasonable, and beneficial to the City and its stakeholders.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council authorizes the Mayor to sign the Professional Services Agreement with Galloway and Company.

Passed and Approved this 6th day of May 2025.

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori L. Andreason,
City Recorder

Voting by the City Council	"Aye"	"Nay"
Denece Mikolash	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

PROFESSIONAL SERVICES CONTRACT
DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE
NEW PUBLIC WORKS FACILITIES

THIS AGREEMENT is made this _____ day of _____, 2025, by and between Midvale City (herein "CITY"), a municipal corporation of the State of Utah, located at 7505 South Holden Street, Midvale, Utah 84047, and Galloway & Company, LLC, (herein "Architect"), a Utah limited liability company, located at 577 South 200 East, Salt Lake City, Utah 84111. The CITY and Architect shall collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Architect prepared the Midvale Public Works Needs Assessment & Master Plan in January 2024, which sets forth general plans for new facilities at the Midvale Public Works Operations Center (herein "the Project") at approximately 8000 South Main Street in Midvale; and

WHEREAS, the CITY seeks to contract with Architect for the design and construction document services for the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties hereby agree as follows:

AGREEMENT:

1. **Project Description.** The current Midvale Public Works Operations Center requires additional capacity for storage and office space. The Midvale Public Works Needs Assessment & Master Plan, attached hereto as Exhibit A, and incorporated herein, sets forth general plans for new facilities that shall meet current and future capacity requirements as follows; a decant station, approximately 21,600 sf of covered vehicle and equipment storage, approximately 4,300 sf of climatized vehicle and equipment storage, approximately a 10,500 sf fleet repair shop, and vehicle and equipment storage adjacent to a truck/vehicle wash, and approximately 13,500 sf of office space.

2. **Architect's Services.** The Architect shall perform all of the architectural and other services covered by this Agreement associated with the design and construction of the Project. It is the intent of the Parties that the services be rendered by the Architect on a staged basis. The stages shall be as follows: Schematic Design, Design Development, Construction Documents, and Construction. All stages are subject to the approval of the CITY prior to advancement to the next stage. The Architect shall complete each stage as follows; Schematic Design shall be completed on or before May 14, 2025, Design Development shall be completed on or before July 16, 2025, Construction Documents shall be completed on or before October 15, 2025, and Construction shall commence in January 2026. The Architect agrees to attend all meetings and hearings that pertain to the Project at the request of the CITY. For the purposes of this Agreement, all drawings, specifications, designs, construction designs, models, reports, spreadsheets, and any other documents produced by the Architect pursuant to providing services under this Agreement shall be known as "Architect's Documents".

3. **Architect's Responsibilities.** The Architect shall provide all professional services necessary for the complete design and documentation for development and construction of the Project, including, but

not limited to: architectural design; engineering design; structural, mechanical, electrical, and civil design; construction drawings; construction administration; parking design; cost estimation, bidding and negotiation management. The Architect agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the complete design and preparation of construction documents, whether or not those services are individually expressed in this Agreement. The Architect agrees that the compensation set forth herein includes services for off-site utilities connecting to existing utilities and improvements required to service the Project, to the extent those services are necessary. The Architect further agrees as follows:

A. **Time is of The Essence.** The Architect's services and all decisions called for hereunder shall be provided in an expeditious manner in accordance with the schedules set forth herein this Agreement. Any modifications in the schedules shall be mutually agreed upon by the Parties. The Architect shall achieve the deadlines in each stage consistent with the level of professional skill and care required under this Agreement. The Architect shall not exceed the deadlines established in the schedules; provided, however, that the Architect shall not be responsible for delays in the schedules caused solely by the CITY or other parties not under the Architect's control.

B. **Standards of Care and Service.** All services provided by the Architect hereunder shall be performed in accordance with the professional standards of licensed architects in the Intermountain Region, experienced and competent in design and construction of equipment/vehicle storage and office space, and the Architect shall be responsible for all services provided hereunder, whether such services are provided by Architect directly or by the Architect's consultants. All services provided by the Architect's consultants hereunder shall be performed in accordance with the professional standards of licensed design professionals of their respective disciplines in the Intermountain Region, experienced and competent in the design and construction of equipment/vehicle storage and office space.

C. **Financial Solvency.** The Architect represents and warrants that it is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the services and perform its obligations under this Agreement.

D. **Responsibility for Documents.** Notwithstanding any approval from the CITY of the Architect's Documents, the Architect and Architect's consultants shall be solely responsible, as measured by the standard of care as defined herein, for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the improvements described in such documents; (iii) the compliance of such documents and the improvements described in such documents with all laws, ordinances, codes, regulations, or other requirements of governmental authorities having jurisdiction over the Project applicable to the Project at the time of the issuance of the Building Permit for the improvements described in such documents (including the Americans with Disabilities Act Accessibility Guidelines); and (iv) the compliance of such documents and improvements described in such documents with the design and construction standards provided by the CITY, if any. The Architect shall be responsible for the adequacy, accuracy, and coordination of all Architect's Documents, and other documents used on the Project prepared by the Architect, the Architect's consultants, or their subconsultants of any tier. For clarity, the Parties acknowledge that the constructability of the improvements described in the documents may be supplemented by RFI's, RFC's, and ASI's.

E. **Responsibility of Consultants.** The Architect shall be responsible for all the Architect's consultants and subconsultants of any tier for the services set forth in this Agreement. The Architect shall be solely responsible for compensation due to consultants and subconsultants at any tier for the services set forth in this Agreement.

F. **Errors and Corrections in Architect's Documents.** In the design phases, Architect shall make all corrections and eliminate any errors in the Architect's Documents at the City's request, without additional compensation by the City. In addition, if errors are found or corrections must be made in the Architect's Documents during construction that do not meet the standard of care, Architect shall be responsible for all associated costs.

G. **Construction Administration.** Architect shall provide site evaluations during construction of the Project as necessary to ensure that the work is progressing in conformity with the Architect's Documents, specifically, the construction design documents set forth in the Construction Contract with the Construction Manager/General Contractor. However, Architect is not responsible for means and methods of the Construction Manager/General Contractor or their subcontractors. The Architect shall certify all payments to the Construction Manager/General Contractor, which shall include the language set forth in Exhibit B, attached hereto, and incorporated herein. Further, any and all conflicts as between the Architect and the Construction Manager/General Contractor shall be resolved by the CITY, in the CITY's sole discretion.

4. **Additional Services.** The CITY shall only be obligated to compensate the Architect as set forth in this Agreement. The CITY shall not be obligated to compensate the Architect for any additional services unless those services are approved, in writing, by the CITY.

5. **CITY Consultants.** The CITY anticipates contracting with a Construction Manager/General Contractor and, possibly, other consultants. The Construction Manager/General Contractor and the CITY's other consultants, at the request of the CITY, may attend meetings and review the documents and timeframes for each stage of the Project and advise the CITY accordingly. The Construction Manager/General Contractor and the CITY's other consultants, at the request of the CITY, may also be made available to consult with the Architect about design, cost estimate, and approved alternatives for the Project. The Architect shall provide prompt written notice to the CITY if Architect becomes aware of any error, omission, or inconsistency in such advice or information. Further, the Architect shall review all studies, reports, test results, specifications, drawings, or other work related to the Project designed or certified by the CITY's Consultants to ensure compatibility with the Project.

6. **CITY's Responsibilities.** The CITY shall be responsible for the following:

A. **Budget.** The CITY shall establish a budget for Project costs (herein the "Project Budget"), in consultation with the Architect. The preliminary budget is included in the Midvale Public Works Needs Assessment & Master Plan attached hereto as Exhibit A.

B. **Representatives.** The CITY shall designate representatives authorized to act on behalf of the CITY. The representatives shall render decisions in a timely manner in order to avoid unreasonable delay.

C. **Corrections.** The CITY shall endeavor to provide prompt written notice to the Architect if the CITY becomes aware of any fault or defect in the Project, including errors or omissions, or inconsistencies or deviations from this Agreement or the Construction Contract.

D. **Compensation.** The CITY shall compensate the Architect at the completion of each stage in the amounts as follows, however, in no event shall Architect's compensation under this Agreement exceed Eight Hundred Seventy-Six Thousand Dollars ($876,000.00):

i. Schematic Design $131,400.00

ii. Design Development $175,200.00

iii. Construction Documents $306,600.00

iv. Permitting and Bidding $87,600.00

v. Construction Administration $175.200.00

7. **Payments Withheld.** In the event that a claim is asserted by a claimant retained by, through, or under the Architect or the Architect's consultants for unpaid fees or reimbursable costs (including a bankruptcy trustee), or in the event the CITY has reason to believe a claim will be asserted by any such claimant, the CITY shall have the right to withhold from payment otherwise due to the Architect hereunder up to 150% of the amount of any such claim or anticipated claim. The CITY shall furthermore have the right to apply amounts withheld pursuant to the terms of this Section to satisfy the Architect's obligations to its consultants or to satisfy the obligations of the Architect's consultants to others. This Section shall be construed as liberally as possible to allow the CITY great flexibility to pay such claimants as the CITY shall determine in its sole and absolute discretion.

8. **Instruments of Service.** The Parties acknowledge that all Architect's Documents and other documents and data (including documents, drawings, and data retained or stored by electronic means) prepared by the Architect or by the Architect's consultants or its subconsultants of any tier related to the Project are Instruments of Service. The Architect represents and warrants that the Architect owns all of the rights, title and interest in the Instruments of Service and that ownership of the Instruments of Service is fully assignable. Accordingly, upon payment to the Architect for Architect's services at the end of each phase, the Architect hereby assigns to the CITY ownership of all Instruments of Service and hereby assigns to the CITY all common law, statutory, or other reserved rights, including all copyrights that the Architect has in the Instruments of Service. The Architect shall require similar assignment by its consultants and subconsultants of any tier to the CITY. At the completion of the Project construction or upon termination of this Agreement, whichever occurs first, the Architect, its consultants, and subconsultants at any tier shall promptly deliver reproducible files (including all electronic files, regardless of their form) to the CITY and all Instruments of Service related to the Project. Any reuse of the Instruments of Service by the CITY, a CITY contractor or assignee, or another governmental entity for any project other than the Project will be at the CITY's sole risk, and the Architect, its consultants, and subconsultants shall not be liable. The CITY shall indemnify the Architect, its consultants, and subconsultants at any tier for any damage, loss, or claim related to the reuse of the Instruments of Service.

9. **Professional Materials.** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the CITY's security, confidential, or proprietary information.

10. **Termination.** The Parties may terminate this Agreement as follows:

    A. The Architect shall provide the CITY with thirty (30) days written notice of the Architect's intention to suspend or terminate this Agreement. The notice shall state the Architect's grievance, if one exists, and the means by which the CITY may cure the grievance. If the City does not cure the Architect's grievance within a reasonable period of time, the Architect may then terminate this Agreement.

    B. The CITY may suspend the Project for any reason. If the Project is suspended by the CITY for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to the ninety (90) day period and may terminate this Agreement.

    C. This Agreement may be terminated by the CITY without cause, or for the CITY's convenience, upon five (5) days written notice to the Architect. In the event of such termination, Architect shall be compensated for services rendered prior to termination.

    D. In the event of termination, the Architect shall deliver to the CITY all Instruments of Service in accordance with Section 8 of this Agreement.

11. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by electronic mail; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the CITY:	Midvale City Attn: Director of Public Works 8196 S Main Street Midvale, UT 84047
With a copy to:	Midvale City ATTN: Procurement/Contracts Analyst 7505 S Holden Street Midvale, UT 84047
If to the Architect:	Galloway & Company, LLC Attn: Chris Child, Project Manager 577 South 200 East Salt Lake City, Utah 84111

12. **Independent Contractor.** It is understood and agreed that the Architect is an independent contractor, and that the officers and employees of the Architect shall not be employees, officers, or agents of the CITY; nor shall they represent themselves to be CITY employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to CITY employees.

13. **Conflict of Interest.** The Architect warrants that no CITY employee, official, or agent has been retained by the Architect to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of the Architect, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. The Architect further warrants that the Architect shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise the Architect's professional judgment with respect to the Project.

14. **Indemnification.** To the fullest extent permitted by law, the Architect agrees to indemnify and hold the CITY harmless from and against any and all liability for damages to the extent caused by or resulting from the Architect's breach of contract, negligence, recklessness, or intentional misconduct or the Architect's consultant's or subconsultant's negligence. Architect further agrees to reimburse CITY for attorney fees or other costs incurred by the CITY in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to the Architect's breach of contract, negligence, recklessness, or intentional misconduct or the Architect's consultant's or subconsultant's negligence. As used in this section, the CITY shall also refer to the consultants, officials, officers, agents, assigns, volunteers, and employees of the CITY. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the CITY. In addition, the Architect agrees to procure from each consultant and subconsultant retained by the Architect with respect to the Project an indemnity agreement in favor of the CITY to the same extent and form as this Section.

15. **Limitation of Liability of CITY for Document Review Services.** The CITY shall review Architect's Documents prior to approval of such documents. However, the CITY's document review, in no way relieves the Architect of design liability or contractual responsibility under this Agreement. Such reviews and approvals are solely for the purpose of determining the general conformance of such documents to the Project. The CITY shall have no duty or responsibility to review such documents for their accuracy or technical adequacy or compliance with applicable laws, codes, ordinances, or regulations. The Architect covenants and agrees not to bring any claim or assert any defense against the CITY for any alleged negligence or fault of the CITY in failing to discover errors or omissions in the Architect's Documents or the documents prepared by Architect's consultants. Any defective documents shall be promptly corrected at no cost to the CITY. The CITY's approval, acceptance, or use of, or payment for, all or any part of the Architect's services hereunder shall in no way constitute any wavier of claims or acceptance of defective documents or services, or alter the Architect's obligations or the CITY's rights hereunder.

16. **Insurance.** Architect shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to the Architect hereunder), such insurance as will protect the Architect with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than $1,000,000, annual aggregate: $3,000,000.

B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $3,000,000.

C. **Valuable Papers and Records and Electronic Data Processing (Data and Media Coverage Insurance).** In an amount not less than $150,000.

D. **Worker's Compensation.** In an amount not less than the statutory limits required by law.

E. **Employer's Liability Insurance.** In an amount not less than $1,000,000.

F. **Professional Liability Insurance.** In an amount not less than $3,000,000 per claim and $5,000,000 aggregate.

G. **Consultants.** Except as expressly set forth below, the Architect shall require that any and all consultants engaged or employed by the Architect, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in Paragraph H of this Section.

H. **Conditions.** The Architect shall not commence services under this Agreement until the Architect has obtained all insurance required herein. Architect shall provide the CITY with Waivers of Subrogation for Worker's Compensation and Employer's Liability Insurance. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the CITY as Additional Insureds and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the CITY at the execution of this Agreement. Architect shall notify the CITY not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the CITY is damaged in any way by failure of the Architect or the Architect's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, the Architect shall bear all costs, expenses, and damages incurred by the CITY arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the CITY reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Governmental Immunity Act. Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by CITY.

I. **Material Breach.** Architect's failure to maintain insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. The CITY may immediately terminate this Agreement.

Miscellaneous Provisions

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

18. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.

19. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise or inducements made by any Party or agents for any Party that are not contained in this written Agreement shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter hereof.

20. **Construction of Agreement.** This Agreement is the result of the joint efforts and negotiations of the Parties, and no single Party is the author or drafter hereof. All of the Parties assume joint responsibility for the form and position of each and all of the contents of this Agreement, and the Parties agree that this Agreement shall be interpreted as though each of the Parties participated in the composition of this Agreement and each and every part thereof.

21. **Laws to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

22. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

23. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.

24. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or party other than the Architect and the City.

25. **No Consequential Damages**. Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever, (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.

26. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such

Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

27. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.

28. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

29. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. **Further Assurances.** The Parties shall execute and deliver all other appropriate supplemental or corrective agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

31. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective permitted successors and assigns.

32. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

33. **Incorporation of Exhibits/Recitals**. The Exhibits and Recitals set forth in this Agreement are incorporated herein by reference and attachment.

34. **Dispute Resolution**. Any dispute arising under or relating to this Agreement shall be resolved in the following order:

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

35. **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

37. **Document Retention.** Architect must retain all working papers, reports, and all necessary records to properly account for Architect's performance and the payments made by CITY to Architect under this Agreement. These records must be retained by Architect for at least five (5) years. CITY may extend the retention period by written notice. Architect agrees to make all documents related to this Agreement available to CITY or third parties upon CITY's request.

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

39. **Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G- 12-101 to 402, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. Architect will provide CITY a certification of its compliance with this requirement prior to performing work under this Agreement, unless exempted by Utah Code Ann. § 63G-12-302.

40. **Survival.** The rights and duties under Sections 8, 9, 14, 17, and 37 of this Agreement shall survive the termination of this Agreement subject to applicable law.

Signature Pages to Follow

IN WITNESS WHEREOF, the Parties to this PROFESSIONAL SERVICES CONTRACT DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE NEW PUBLIC WORKS FACILITIES have executed this Agreement as of the day and year first above written.

MIDAVLE CITY

_____
Mayor

ATTEST:

_____
City Recorder

GALLOWAY & COMPANY, LLC

_____
Principal

State of _____)
:ss
County of _____)

On this _____ day of _____, 20_____, personally appeared before me

_____
[name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ *[title]*, of Galloway & Company, LLC, a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public



MIDVALE PUBLIC WORKS FACILITIES MASTERPLAN

EXISTING

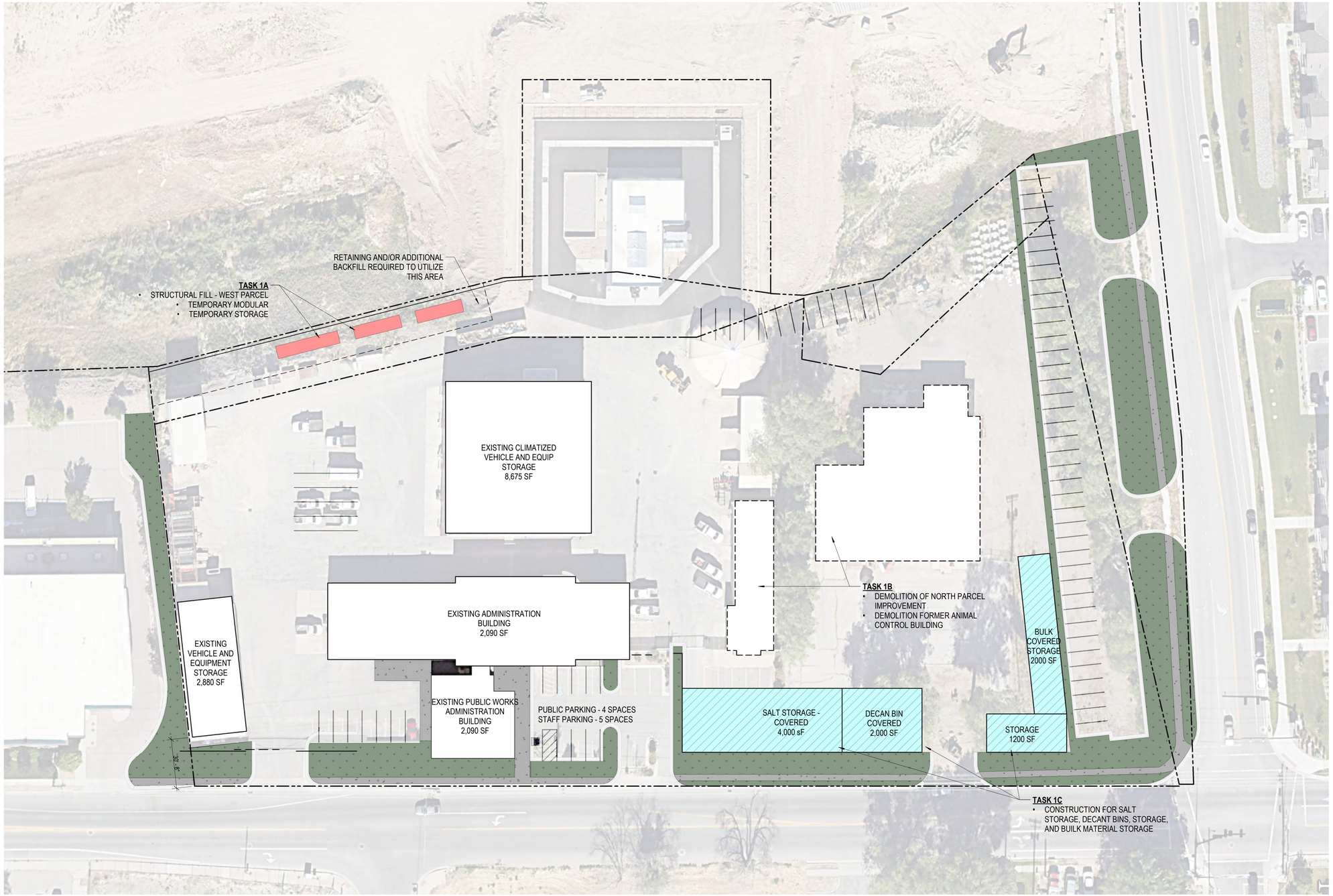
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01/08/24

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Galloway

MIDVALE PUBLIC WORKS FACILITIES MASTERPLAN

TASK 1

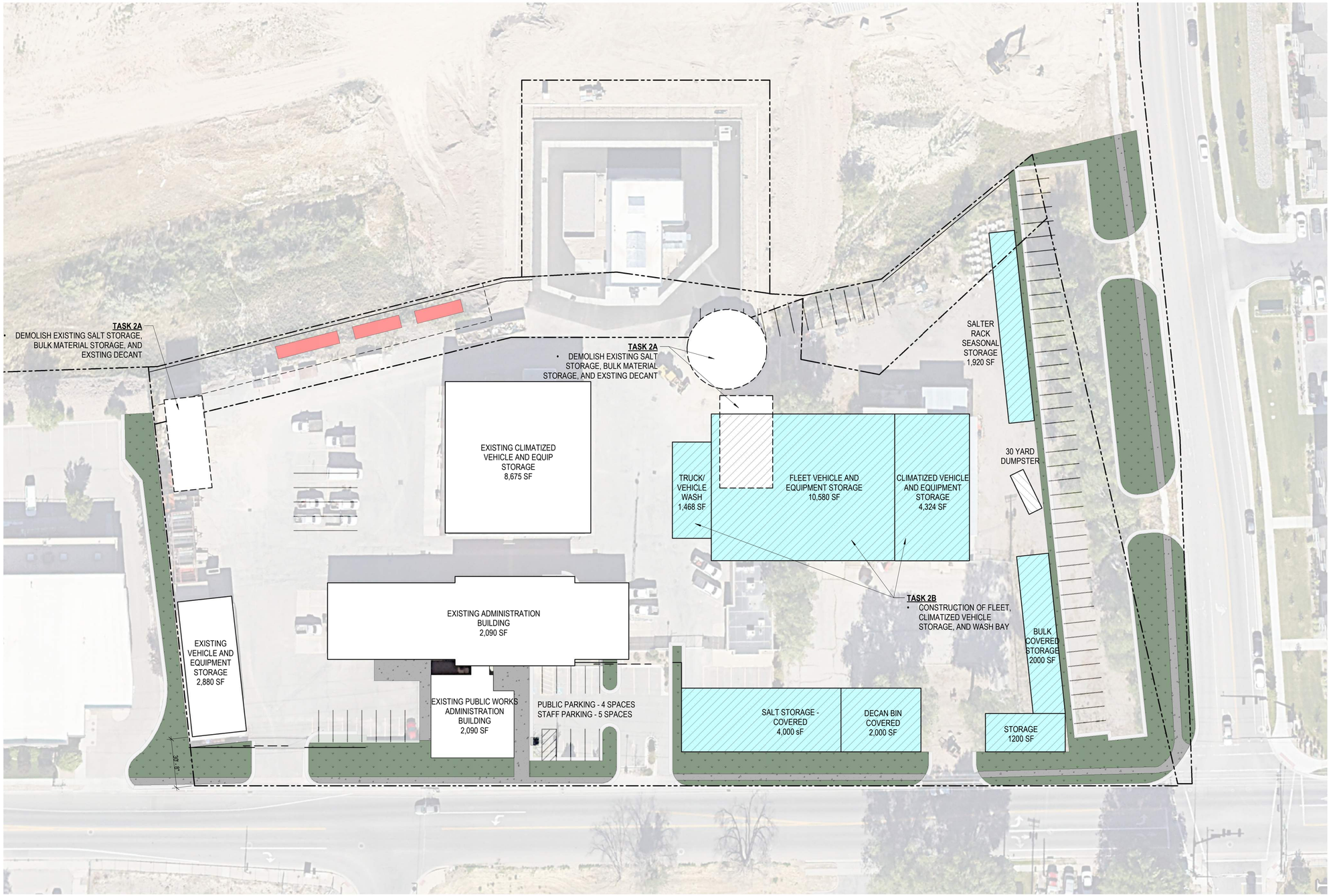
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MIDVALE PUBLIC WORKS FACILITIES MASTERPLAN

TASK 2

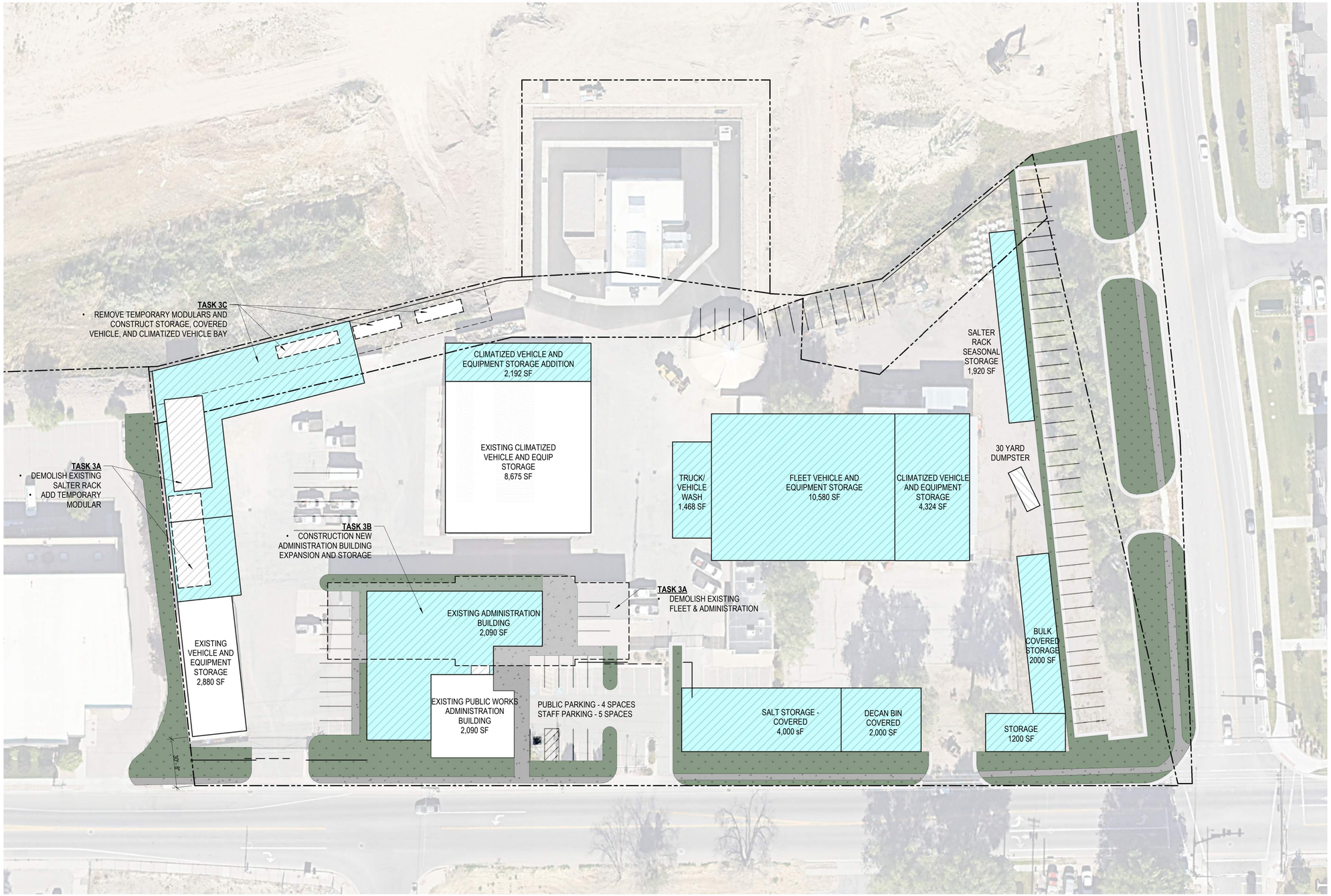
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MIDVALE PUBLIC WORKS FACILITIES MASTERPLAN

TASK 3

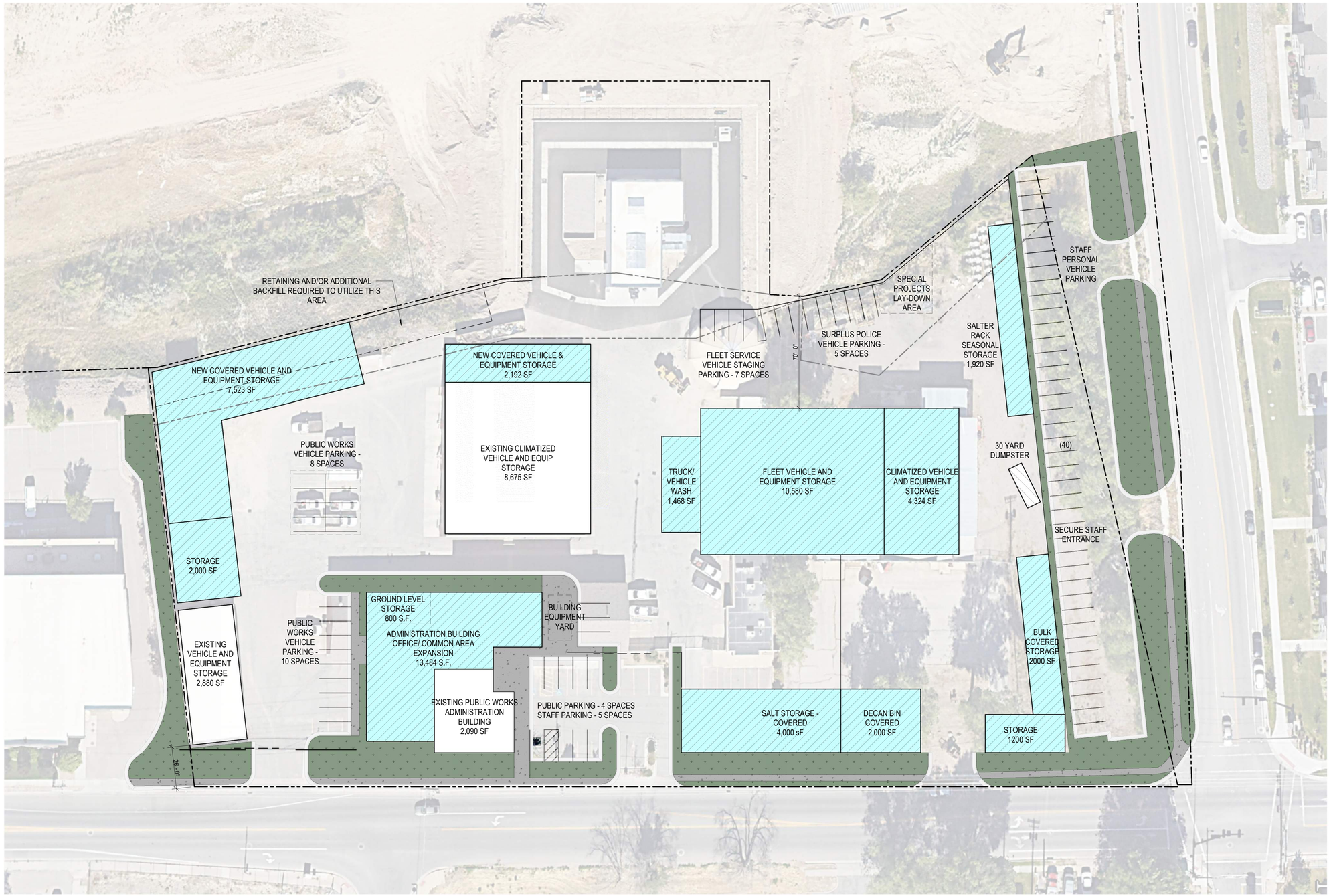
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MIDVALE PUBLIC WORKS FACILITIES MASTERPLAN

TASK 4

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SCALE: 1" = 30'-0"

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MIDVALE CITY COUNCIL
SUMMARY REPORT

May 6th, 2025

SUBJECT: Jordan River Trail Lighting Issues and Repair Options

SUBMITTED BY: Jerimie Thorne, Deputy Director of Public Works

SUMMARY: An inspection/evaluation of the Jordan River Trail (JRT) lighting from 7800 S to the South lift station and from the FL Smidth trailhead to the Trax crossing has revealed significant vandalism and theft. Feeder and secondary pole wires have been cut and stolen, junction boxes are filled with dirt, and lids are broken, posing safety risks. Additionally, six light fixtures between FL Smidth and the Trax crossing have been stolen and require replacement. A quote has been received to repair all lights and wiring from 7800 S to FL Smidth. Residents have expressed an interest in repairing the lighting. However, staff is concerned about ongoing investment resulting from vandalism due to the trail's secluded nature and lack of patrols.

Fiscal Impact:

- Bid to repair current damages: $72,853.00
- Annual repair/maintenance costs of $3,000-15,000

OPTIONS FOR CONSIDERATION:

- **Fund Ongoing Repairs:** The City continuously funds repairs/replacements to maintain operable lights.
- **Remove Lights:** The City removes all lighting infrastructure and end ongoing maintenance.
- **Transfer Responsibility:** The City offers to transfer ownership/maintenance of lights to adjacent HOA(s) or property owners.

Staff seeks Council guidance on preferred options and next steps.