



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

MIDVALE CITY COUNCIL REGULAR MEETING AGENDA April 7, 2026

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on **April 7, 2026** 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 April 6, 2026.**

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

6:00 p.m. – WORKSHOP

- Salt Lake County Animal Control Services Report
- Legislative Update

6:30 p.m. - REGULAR MEETING

I. GENERAL BUSINESS

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Unified Police Department Report — *[Chief April Morse]*
- D. Proclamation Recognizing April 2026 as Child Abuse Prevention Month

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 HEARINGS

A. Receive Public Comment Regarding Authorizing a Zone Map Amendment Located at 281 W 8600 S from Regional Commercial to Clean Industrial. — ***[Elizabeth Arnold, Senior Planner]***

ACTION: Consider Ordinance No. 2026-O-10 Authorizing a Zone Map Amendment Located at 281 W 8600 S from Regional Commercial to Clean Industrial.

B. Receive Public Comment Regarding an Amendment to Fix Clerical Errors in the Use Table of Section 17-7-7.2, 17-7-12.2, and 17-7-13.2 of the Midvale City Municipal Code. — ***[Elizabeth Arnold, Senior Planner]***

ACTION: Consider Ordinance No. 2026-O-09 Amending Clerical Errors in the Use Table of Section 17-7-7.2, 17-7-12.2, and 17-7-13.2 of the Midvale City Municipal Code.

C. Receive Public Comment Regarding Proposed Amendments to the FY2026 Midvale City Fee Schedule — ***[Mariah Hill, Administrative Services Director]***

ACTION: Consider Resolution No. 2026-R-20 Approving the Amendments to the FY2026 Midvale City Fee Schedule

VII. CONSENT

A. Consider Minutes of March 24, 2026 — ***[Rori Andreason, H.R. Director/City Recorder]***

B. Consider **Resolution No. 2026-R-21** Authorizing the Mayor to Complete the Participation Forms on Behalf of Midvale City and Join the Remanent Defendants' Settlement — ***[Garrett Wilcox, City Attorney]***

VIII. ACTION ITEMS

A. Consider **Resolution No. 2026-R-15** finding that a Station Area Plan for the Historic Sandy Trax Station is impracticable for the area located within Midvale City, Utah — ***[Adam Olsen, Community Development Director]***

B. Consider **Resolution No. 2026-R-16** Authorizing the Mayor to Enter into an Agreement between Midvale City and Utah Transit Authority for the 8000 South Bridge Replacement project — ***[Branden Anderson, City Engineer]***

C. Consider **Resolution No. 2026-R-17** Approving the Award of a Contract for the 2026 Water Pipeline to Noland and Sons Construction Company, Inc. — ***[Branden Anderson, City Engineer]***

D. Consider **Resolution No. 2026-R-18** Approving Change Order Work with Noland and Sons Construction Company, Inc. for the 2025 Sewer Rehabilitation Project. — ***[Branden Anderson, City Engineer]***

- E. Consider **Resolution No. 2026-R-19** Approving Change Order Work with Beck Construction and Excavation, Inc. for the 2025 Roadway and Utility Improvement Project. — **[Branden Anderson, City Engineer]**

IX. DISCUSSION ITEM

- A. Discussion on Possible Amendment/Repeal of Verbiage within MMC 5.10.070 and 5.10.080 Relating to Issuance of Alcohol Server Identification Badges. — **[Adam Olsen, Community Development 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: April 2, 2026

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



Midvale City Proclamation

Proclaiming April 2026 as Child Abuse Prevention Month

WHEREAS, the children of Midvale City are an essential part of our community and its future; and

WHEREAS, child abuse and neglect are serious issues that affect families across all communities, and preventing harm requires awareness, commitment, and action from each of us; and

WHEREAS, childhood trauma can lead to long-term emotional, physical, and psychological challenges, underscoring the importance of building safe, stable, and nurturing environments for every child; and

WHEREAS, protective factors - such as strong family relationships, community support, and access to effective services - play a vital role in reducing risk and promoting healthy child development; and

WHEREAS, child abuse prevention efforts succeed through strong partnerships among child welfare professionals, educators, healthcare providers, community organizations, law enforcement, and families working together to support and strengthen children and caregivers; and

WHEREAS, the well-being of our community is strengthened when we support programs and activities that help families thrive and prevent abuse before it occurs; and

WHEREAS, prevention remains one of the most effective and compassionate approaches to protecting children and promoting the long-term health of families.

NOW, THEREFORE, be it resolved that Mayor Dustin Gettel and the City Council of Midvale City do hereby proclaim April 2026 as Child Abuse Prevention Month in Midvale City and urge all residents to join in efforts to promote the safety, well-being, and thriving futures of all children and families.

ADOPTED this 7th day of April 2026.

Dustin Gettel
Mayor

Heidi Robinson
Council Member

Bonnie Billings
Council Member

Attest:

Bryant Brown
Council Member

Paul Glover
Council Member

Rori Andreason
City Recorder

Denece Mikolash
Council Member



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MIDVALE CITY COUNCIL STAFF REPORT 4/7/2026

SUBJECT

Consider Ordinance No. 2026-O-10 Authorizing a Zone Map Amendment Located at 281 W 8600 S from Regional Commercial to Clean Industrial.

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND OVERVIEW

The applicant has outlined the reason for their request; this has been included in the attachments.

-ZONING MAP AMENDMENT CRITERIA-

Midvale City Code 17-3-1(E) outlines the criteria necessary for amendments to the zoning map as follows:

1. Proposed rezoning promotes objectives of the general plan;
2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to steep slopes, floodplain, unstable soils, and inadequate drainage; or
3. Land or its surrounding environs have changed or are changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area.

The proposed rezone request satisfies #1 and #3 listed above – it aligns with the general plan, encourages development of a vacant parcel, and aligns the property with surrounding land uses.

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

STAFF RECOMMENDATION

Staff proposes the City Council approve the rezone with the following finding:

1. The amendment complies with Midvale City Code 17-3-1(E)(1&3).

PLANNING COMMISSION RECOMMENDATION

This item was heard during the March 25, 2026 Planning Commission meeting and the Planning Commission recommended approval.

RECOMMENDED MOTION

I move that we approve Ordinance No. 2026-O-10 authorizing a zone map amendment located at 281 W 8600 S from Regional Commercial to Clean Industrial as provided in the attachments, with the finding noted in the staff report.

ATTACHMENTS

1. Draft Ordinance
2. Reason for Request
3. Property Aerial
4. Concept Site Plan

ORDINANCE NO. 2026-O-10

AN ORDINANCE AUTHORIZING A ZONE MAP AMENDMENT LOCATED AT 281 W 8600 S (PARCEL NO. 27-01-201-004-0000) FROM REGIONAL COMMERCIAL TO CLEAN INDUSTRIAL.

WHEREAS, pursuant to Utah Code Annotated Sections 10-20-501 through 10-20-503, Midvale City (“the City”) has authority to make and amend a zoning plan which divides the City into zoning districts and within those districts to regulate the erection, construction, reconstruction, alteration, and uses of buildings and structures and the uses of land; and

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

WHEREAS, the Planning Commission held a public hearing on March 25, 2026 to review the request for rezone and, after considering all of the information received, made a recommendation to approve the rezone request thereon to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on April 7, 2026 and after taking into consideration citizen testimony, planning and demographic data, the desires of the owners of the property, and the Planning Commission’s recommendation as part of its deliberations, the City Council finds the following:

1. The proposed zone map amendment complies with Midvale City Code 17-3-1(E)(1&3).

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

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

The property described in Exhibit A attached hereto and by this reference made a part hereof, which property is located at 281 W 8600 S (Parcel No. 27-01-201-004-0000) Midvale, Utah, and is currently zoned Regional Commercial, shall be zoned Clean Industrial.

ZONING PRIOR TO EFFECTIVE DATE OF THIS ORDINANCE:

Regional Commercial.

ZONING AFTER EFFECTIVE DATE OF THIS ORDINANCE:

Clean Industrial.

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

PASSED AND APPROVED this 7th day of April, 2026.

Dustin Gettel, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council
Bonnie Billings
Paul Glover
Heidi Robinson
Bryant Brown
Denece Mikolash

“Aye”

“Nay”

Date of first publication: _____

Exhibit A:



8645 S Harrison St
Midvale, Utah 84070
801-576-8796

To Whom it may Concern,

**Proposal for Rezoning from Regional Commercial to Clean Industrial
Pursuant to Midvale City Code 17-3-1(E)**

City of Midvale

1. Applicant & Property Information

Property Address: 281 W. 8600 S.

Parcel Number: 27012010040000

Current Zoning: Commercial

Proposed Zoning: Clean Industrial

Property Size: 0.43 Acres

Current Use: Vacant, undeveloped lot

2. Purpose of the Rezone Request

This proposal requests approval to rezone a small, vacant parcel from Regional Commercial to Clean Industrial in order to better align the property with surrounding land uses, current market conditions, and the long-term development goals of the City of Midvale.

The requested Clean Industrial zoning designation will allow for light manufacturing, warehousing, research and development, and similar industrial uses that are compatible with adjacent properties and infrastructure capacity.

3. Consistency with Midvale City Code 17-3-1(E)

This request satisfies the criteria outlined in Section 17-3-1(E) of the Midvale City Code as follows:

A. Consistency with the General Plan

The proposed Clean Industrial Zoning supports the City's General Plan objectives of:

- Promoting economic development and job creation
- Encouraging appropriate land use transitions
- Supporting employment-generating uses in designated growth areas

The site's location and characteristics make it more suitable for industrial activity than current commercial applications.

B. Compatibility with Surrounding Uses

The parcel is located in an area characterized by current Industrial uses. Clean Industrial zoning is compatible with these surrounding land uses and provides a more logical land use transition than commercial zoning.

Additionally, Clean Industrial uses generally:

- Operate primarily indoors
- Produce minimal noise, odor, or vibration
- Have limited customer traffic compared to commercial retail uses



C. Public Health, Safety, and Welfare

Rezoning the property will not adversely affect public health or safety. Clean Industrial zoning:

- Better utilization of vacant space
- Supports controlled site design standards
- Encourages development under modern building and environmental regulations

D. Appropriate Use of Land Resources

The subject parcel's size, configuration, and location better align with goals of expansion. Clean Industrial zoning offers a practical and viable alternative that maximizes productive use of the land.

4. Conclusion

The proposed rezoning from Commercial to Clean Industrial is consistent with Midvale City Code 17-3-1(E), aligns with the City's General Plan objectives, promotes economic development, ensures compatibility with surrounding uses, and advances the public interest.

For these reasons, we respectfully request approval of this zoning amendment.

Sincerely,

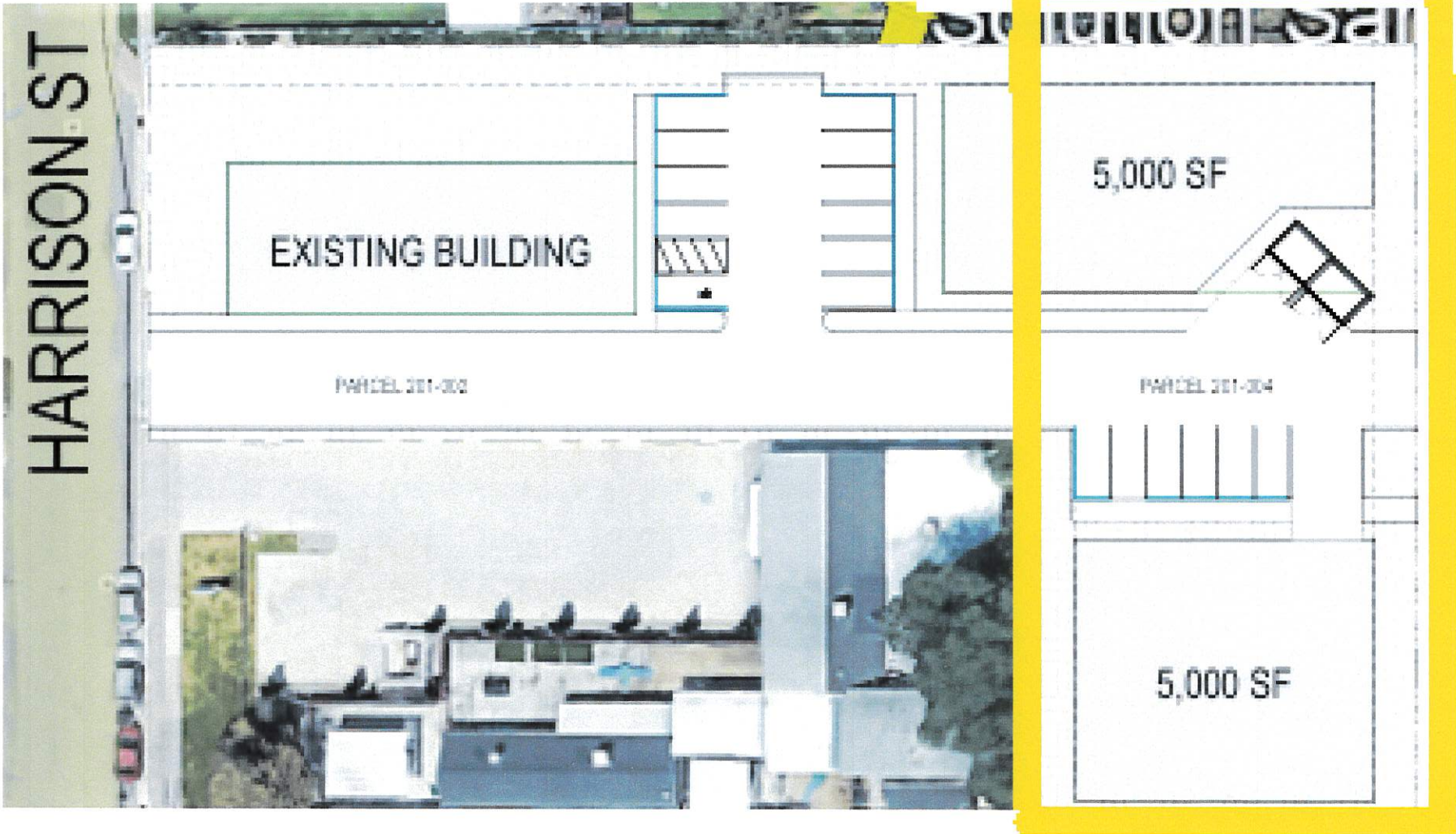
Mason Webster
Owner

Jing C. Webster
Owner



Parcel: 27012010040000

Acres: 0.43



HARRISON ST

EXISTING BUILDING

PARCEL 301-302

5,000 SF

PARCEL 301-304

5,000 SF



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MIDVALE CITY COUNCIL STAFF REPORT 4/7/2026

SUBJECT

Consider Ordinance No. 2026-O-09 Amending Clerical Errors in the Use Table of Section 17-7-7.2, 17-7-12.2, and 17-7-13.2 of the Midvale City Municipal Code.

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND ANALYSIS

Last year changes were made to the SSC, RC, and CI zones regarding vehicle-related uses. With the changes made to the use table of each of these sections, the word “vehicle” was accidentally removed from each of the uses. This amendment will add it back in.

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 [new citation: 10-20-101];
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 fourth criterion listed above as text was accidentally removed.

STAFF RECOMMENDATION

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

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

PLANNING COMMISSION RECOMMENDATION

This item was heard during the March 11, 2026 Planning Commission meeting and the Planning Commission recommended approval.

RECOMMENDED MOTION

I move that we approve Ordinance No. 2026-O-09 amending clerical errors in the use table of Section 17-7-7.2, 17-7-12.2, and 17-7-13.2 of the Midvale City Municipal Code with the finding stated in the staff report.

ATTACHMENTS

1. Draft Ordinance

ORDINANCE NO. 2026-O-09

AN ORDINANCE TO FIX CLERICAL ERRORS IN THE USE TABLE OF SECTION 17-7-7.2, 17-7-12.2, AND 17-7-13.2 OF THE MIDVALE CITY MUNICIPAL CODE.

WHEREAS, pursuant to Utah Code Annotated Sections 10-8-84 and 10-20-501 through 10-20-503, 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 fix clerical errors in the use table of Section 17-7-7.2, 17-7-12.2, and 17-7-13.2 of the Midvale City Municipal Code; and

WHEREAS, the Planning Commission held a public hearing on March 11, 2026, 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 7, 2026; 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: An amendment to fix clerical errors in the use table of Section 17-7-7.2, 17-7-12.2, and 17-7-13.2 of the Midvale City Municipal Code.

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

PASSED AND APPROVED this 7th day of April, 2026.

Dustin Gettel, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council
Bonnie Billings
Paul Glover
Heidi Robinson
Bryant Brown
Denece Mikolash

“Aye”

“Nay”

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
Assembly Use		X		X

Type	Allowed	Administrative	Conditional	Business License
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			
Multifamily				

Type	Allowed	Administrative	Conditional	Business License
≤ 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
W/o drive-up window	X			X
Heliport			X	X
Home Occupation	X			X
Hotel/Motel			X	X
Internal Accessory Dwelling Unit*	X			
Itinerant Merchant				

Type	Allowed	Administrative	Conditional	Business License
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, Commercial		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		
Public Safety Facility		X		

Type	Allowed	Administrative	Conditional	Business License
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			
Pre-Existing Landscaping	X			

Type	Allowed	Administrative	Conditional	Business License
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
W/o drive-up window	X			X

Type	Allowed	Administrative	Conditional	Business License
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			
<u>Vehicle</u> Rental	X			X
<u>Vehicle</u> Sales (Minor)	X			X
<u>Vehicle</u> Sales and Service (Major)	X			X
<u>Vehicle</u> Filling Station	X			X
<u>Vehicle</u> Repair	X			X

Type	Allowed	Administrative	Conditional	Business License
Warehouse/Distribution			X	X

17-7-12.2 Uses.

If a use is not specifically designated, then 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 17-7-12.2. Uses

Type	Allowed	Administrative	Conditional	Business License
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			X
Animal Hospital	X			X
Assisted Living Facility				
≤ 1 acre		X		

Type	Allowed	Administrative	Conditional	Business License
> 1 acre			X	
Auditorium, Assembly Hall			X	X
Carwash		X		
Child Care				
≤ 6 children	X			X
≥ 7 children		X		X
Commercial Repair Services	X			X
Entertainment Center			X	X
Fences				
7' or less	X			
7' or more		X		
Financial Institution				
W/o drive up window	X			X
W/drive up window		X		X

Type	Allowed	Administrative	Conditional	Business License
Golf Course, private			X	X
Heliport			X	X
Hotel/Motel			X	X
Itinerant Merchants				
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, Commercial		X		X
Manufactured Home	X			
Medical Cannabis Pharmacy	X			X
Mortuary/Funeral Home	X			X

Type	Allowed	Administrative	Conditional	Business License
Municipal Facilities				
Parks				
Public Safety Facility		X		
Public Utilities				
Minor		X		
Major			X	
Recreational Facilities		X		
Trails		X		
Office				
General	X			X
Intensive			X	X
Outdoor Dining		X		X
Parking Lot				
Commercial			X	X
Private	X			

Type	Allowed	Administrative	Conditional	Business License
Pawn Shop		X	X	
Pre-Existing Landscaping	X			
Pre-Existing Lighting (outdoor)	X			
Pre-Existing Lot	X			
Pre-Existing Structure	X			
Pre-Existing Use	X			
Quasi-Public Facilities				
Hospital			X	X
Schools, Private			X	X
Radio Station	X			X
Recreation Facility Commercial			X	X
Religious/Educational Institute				
Permanent	X			X

Type	Allowed	Administrative	Conditional	Business License
Temporary			X	X
Restaurant				
W/drive up window		X		X
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	X
Retail Tobacco Specialty Business*	X			X
Shopping Center			X	X
Telecommunications Facility		X		
Transportation Facility				
Major			X	
Minor	X			

Type	Allowed	Administrative	Conditional	Business License
<u>Vehicle</u> Rental	X			X
<u>Vehicle</u> Sales (Minor)	X			X
<u>Vehicle</u> Sales and Service (Major)	X			X
<u>Vehicle</u> Filling Station	X			X
<u>Vehicle</u> Repair	X			X

17-7-13.2 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 17-7-13.2. Uses

Type	Allowed	Administrative	Conditional	Business License
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			X
Animal Hospital	X			X
Assisted Living Facility				
≤ 1 acre		X		

Type	Allowed	Administrative	Conditional	Business License
> 1 acre			X	
Auditorium, Assembly Hall			X	X
Cannabis Production Establishment*	X			X
Car Wash		X		X
Child Care				
≤ 6 children	X			X
≥ 7 children		X		X
Commercial Repair Services	X			X
Entertainment Center			X	X
Fences				
7' or less	X			
7' or more		X		
W/barbed or razor wire			X	
Electrified Security			X	
Financial Institution				

Type	Allowed	Administrative	Conditional	Business License
W/o drive up window	X			X
W/drive up window		X		X
Golf Course, Private			X	X
Heliport			X	X
Hospital			X	X
Hotel/Motel			X	X
Itinerant Merchants				
Seasonal Food Stands	X			X
Seasonal Produce Stands	X			X
Seasonal Flower Stands	X			X
Kennel, Commercial		X		X
Manufacturing Use	X			X
Medical Cannabis Pharmacy*	X			X
Mortuary/Funeral Home	X			X
Municipal Facilities				

Type	Allowed	Administrative	Conditional	Business License
Parks		X		
Public Safety Facility		X		
Public Utilities				
Minor		X		
Major			X	
Recreational Facilities		X		
Trails		X		
Office				
General	X			
Intensive			X	
Outdoor Dining		X		X
Outdoor Storage		X		
Parking Lot				
Commercial			X	X
Private	X			

Type	Allowed	Administrative	Conditional	Business License
Pawn Shop		X	X	
Pre-Existing Landscaping	X			
Pre-Existing Lighting (outdoor)	X			
Pre-Existing Lot	X			
Pre-Existing Structure	X			
Pre-Existing Use	X			
Private Club			X	X
Quasi-Public Facilities				
Hospital			X	X
Schools, Private			X	X
Radio Station	X			
Recreation Facility, Commercial			X	X
Recycling Center			X	X
Religious/Educational Institute				
Permanent	X			X

Type	Allowed	Administrative	Conditional	Business License
Temporary			X	X
Restaurant				
W/drive up window		X		X
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	X
Retail Tobacco Specialty Business*	X			X
Self-Service Storage Facility			X	X
Sexually Oriented Business			X	X
Shopping Center			X	X
Storage Yard		X		
Telecommunications Facility		X		
Transfer Station			X	X

Type	Allowed	Administrative	Conditional	Business License
Transportation Facilities				
Minor	X			
Major			X	
<u>Vehicle</u> Rental	X			X
<u>Vehicle</u> Sales (Minor)	X			X
<u>Vehicle</u> Sales and Service (Major)	X			X
<u>Vehicle</u> Filling Station	X			X
<u>Vehicle</u> Repair	X			X
Warehouse/Distribution	X			



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: April 4, 2026

ITEM TYPE: Public Hearing and Action

SUBJECT: Consider Resolution No. 2026-R-20 Approving the Amendments to the FY2026 Midvale City Fee Schedule

SUBMITTED BY: Mariah Hill, Administrative Services Director

FEE SCHEDULE SUMMARY:

During the budget process and periodically during the fiscal year, staff reviews and updates the municipal fee schedule to ensure the City is collecting the appropriate amount in fees. Municipal fees must reflect the actual cost of services provided by the City. Notable changes in this fee schedule amendment are updates to the over the counter building permit fees, minor adjustments to building rental fees and deposits, the addition of a zoning letter fee, and the addition of water consumption drought fees. The drought fees are based on drought levels as designated by the City's drought plan and Jordan Valley Water Conservation District. A public hearing for these changes will be held on April 7, 2026. The FY2026 Fee Schedule, as amended, will be posted on the Midvale City website upon approval.

PLAN COMPLIANCE: N/A

FISCAL IMPACT

The proposed fees reflect the actual cost of providing specific services to Midvale City residents, businesses, and other patrons. Fees charged are sufficient to provide revenue necessary to operate the City's Enterprise Funds and cover certain costs incurred by the General Fund for Fiscal Year 2026.

ATTACHMENTS:

FY2026 Midvale City Fee Schedule Amendment – Redline
Resolution No. 2026-R-20

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-20**

**A RESOLUTION AMENDING THE MIDVALE CITY MUNICIPAL FEE
SCHEDULE AND UTILITY RATES FOR THE 2026 FISCAL YEAR**

WHEREAS, the Midvale City Council desires to be proactive in providing information for the public that is easily accessible; and

WHEREAS, all fees charged for services have been clearly identified in one fee schedule to be adopted annually and placed on the City’s website; and

WHEREAS, the fees listed in the Midvale City Municipal Fee Schedule for FY 2026 reflect actual costs to the City for said services; and

WHEREAS, the City Council desires to align said fees with current costs considerations and provide better service and access for the public,

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

Section 1. The City Council hereby desires to amend the Midvale City Municipal Fee Schedule for FY 2026 as indicated by Exhibit “A.”

Section 2. This resolution shall take effect immediately upon passage.

Adopted by the City Council of Midvale, State of Utah, this 7th day of April, 2026.

Dustin Gettel, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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

**MIDVALE CITY
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Administrative Fees	
Return Check (NSF, etc.)	\$30
Animal Control Fees: Refer to the latest fee schedule adopted by Salt Lake County Animal Services	
Building Permit Fees	
From \$0 to \$100,000 Valuation	\$48 + \$9.30 per \$1,000 (or fraction thereof) in valuation
From \$100,001 to \$125,000 Valuation	\$978 for First \$100,000 + \$14 per Additional \$1,000 (or fraction thereof)
From 125,001 to \$150,000 Valuation	\$1,328 for First \$125,000 + \$10.10 per Additional \$1,000 (or fraction thereof)
From \$150,001 to \$200,000 Valuation	\$1,580 for First \$150,000 + \$7 per Additional \$1,000 (or fraction thereof)
From \$200,001 to \$600,000 Valuation	\$1,930 for First \$200,000 + \$5.60 per Additional \$1,000 (or fraction thereof)
From \$600,001 to \$1,100,000 Valuation	\$4,170 for First \$600,000 + \$4.75 per Additional \$1,000 (or fraction thereof)
Over \$1,100,001 Valuation	\$6,545 for First \$1,100,000 + \$3.65 per Additional \$1,000 (or fraction thereof)
Plan Check Fee	65% of Building Fee
Electrical Fee	5% of Building Fee
Mechanical Fee	5% of Building Fee
Plumbing Fee	5% of Building Fee
Surcharge	1% of the sum of Building, Electrical, Mechanical, and Plumbing Fees
<i>Pre-Plan Check Fees (credited towards building permit fee; non-refundable after commencement of plan review)</i>	
Less than \$100,000 valuation	\$0
\$100,000 - \$300,000 valuation	\$200
\$300,000 - \$500,000 valuation	\$1,000
\$500,000 - \$1,000,000 valuation	\$2,000
\$1,000,000 - \$10,000,000 valuation	\$5,000
Greater than \$10M valuation	\$10,000
<i>Over the Counter Permit Fees</i>	
Furnace	\$35 mechanical fee + 0.35 surcharge \$65 mechanical fee + 0.65 surcharge
A/C	\$35 mechanical fee + 0.35 surcharge \$65 mechanical fee + 0.65 surcharge
Furnace and A/C	\$48 mechanical fee + 0.48 surcharge \$65 mechanical fee + 0.65 surcharge
Water Heater	\$25 plumbing fee + 0.28 surcharge \$65 plumbing fee + 0.65 surcharge
Service Charge	\$47 electrical fee + 0.47 surcharge \$65 electrical fee + 0.65 surcharge
Demo	\$47 building permit fee \$65 building permit
Window	\$47 building permit fee \$65 building permit
Building Rental & Event Fees	
<i>Midvale Community Center</i>	\$200 security deposit
Half-Day Rental Fee	\$225 Resident; \$300 Non-Resident
Full-Day Rental Fee	\$435 Resident; \$580 Non-Resident
ADDITIONAL FEES MAY APPLY	See Use Agreement
<i>Bingham Junction Park Pavilion</i>	\$200 security deposit
Half Day	\$30 Resident; \$40 Non Resident
Full Day	\$38 Resident; \$50 Non-Resident
<i>Main Park Pavilion</i>	\$300 \$200 security deposit
Half Day	\$68 Resident; \$90 Non-Resident
Full Day	\$113 Resident; \$155 \$150 Non-Resident
<i>Auditorium Performing Arts Center (Arts Council)</i>	Contact Midvale Arts Council for pricing
<i>City Park Amphitheater</i>	\$300 Deposit or \$500 Deposit with Dressing Room Use
Half Day	\$195 Resident; \$260 Non Resident
Full Day	\$375 Resident; \$500 Non-Resident
<i>City Park Field</i>	\$200 Deposit
Half Day	\$50 Resident; \$65 Non Resident
Full Day	\$100 Resident; \$130 \$135 Non-Resident
Special Event Permit Application	\$100
Film Permit Application	\$320
Business License Fees	
Home Occupation Base Fee	\$94
Commercial Business Base Fee	\$137
Commercial, Home Occupation and Rental Renewal	\$19
Non-Rental Renewal	\$19
Rental Base Fee	\$143

**MIDVALE CITY
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Rental Renewal	\$102
Good Landlord Single Family Non-participatory (per door)	\$80
Good Landlord Single Family Non-participatory - Renewal (per door)	\$80
Good Landlord Duplex Non-participatory (per door)	\$42
Good Landlord Duplex Non-participatory - Renewal (per door)	\$42
Good Landlord Apartments 3+ Non-participatory (per door)	\$33
Good Landlord Apartments 3+ Non-participatory - Renewal (per door)	\$33
Good Landlord Participating (per door, all)	\$7
Good Landlord Participating - Renewal (per door, all)	\$7
Beauty Salon Booth Rental	\$68
Mass Gathering	\$20
Itinerant Merchant Base Fee	\$100
Solicitor	\$45
SOB/Escort	\$84 each principal, escort, driver, or bodyguard - Requires background
Other Variable Fees (in addition to base)	
Alcohol Establishment	\$300
Alcohol - Single Event	\$25
Bar/Lounge	\$215
Big Box Retail	\$400
Commercial Retail	\$110
Convenience/Gas	\$100
Construction/Contractor	\$50
Education	\$500
Food Truck	\$25
Health	\$500
Hotels	\$180
Pawn Shop	\$400
Personal Services	\$50
Professional Services	\$30
Rental Units	\$83
Restaurant	\$300
Storage Units	\$330
Taxi	\$60 per vehicle
Tobacco	\$22
Penalty Fees (Based on Renewal Fees)	1st Late Notice - 50%, 2nd Late Notice 75%, Final Late Notice - 100%
Business Bonding Fees	
Christmas tree sales	\$200
Auctions and auctioneers	\$1,000
Pawn shops, secondhand dealers	\$1,000
Public recreation	\$1,000,000 bodily injury (per person and per occasion) \$1,000,000 property damage
Fireworks	\$1,000
Sexually oriented businesses	\$2,000 (replenishable)
Cemetery Fees	
<i>Sale Price of Burial Lots (Infant & Adult):</i>	
Resident	\$650
Non-Resident	\$1,200
<i>Sale Price of Cremation Lots:</i>	
Resident	\$325
Non-Resident	\$600
Burial Rights Transfer/Consent (Reissuance)	\$30
<i>Cost of Grave Opening and Closings:</i>	
Adult - Resident	Weekdays \$750 Weekends/Holidays \$900
Adult - Non-Resident	\$900 \$1100
Infant - Resident	\$200 \$350
Infant - Non-Resident	\$400 \$600
Cremains - Resident	\$150 \$300

**MIDVALE CITY
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Cremaains - Non-Resident	\$350 \$550
<i>Headstone Upright Grave Marker</i>	\$500
<i>Reopening of Graves and Removing Caskets:</i>	
Reopening	\$600
Removing	\$300
Code Enforcement	
Occupancy violation	Civil Fee per Day, First Offense - \$25 per person First Offense, Maximum Civil Fee - \$1,250 per person Civil Fee per Day, Second Offense - \$50 per person Second Offense, Maximum Civil Fee - \$2,500 per person
Illegal accessory dwelling	Civil Fee per Day, First Offense - \$25 First Offense, Maximum Civil Fee - \$1,250 Civil Fee per Day, Second Offense - \$50 Second Offense, Maximum Civil Fee - \$2,500
Junked or inoperable vehicles	Civil Fee per Day, First Offense - \$30 per vehicle First Offense, Maximum Civil Fee - \$1,500 per vehicle Civil Fee per Day, Second Offense - \$60 per vehicle Second Offense, Maximum Civil Fee - \$3,000 per vehicle
Trash, junk, miscellaneous used materials	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Weeds	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Landscaping	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Signs	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Fences	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Dumping	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
No Building Permit; no Business License	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Home Occupation	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000

**MIDVALE CITY
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Parking	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Nuisances, as defined	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Nonpermitted Uses	Civil Fee per Day, First Offense - \$50 First Offense, Maximum Civil Fee - \$5,000 Civil Fee per Day, Second Offense - \$100 Second Offense, Maximum Civil Fee - \$10,000
Failure to comply with board of adjustment, planning commission, or hearing examiner order	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$3,000 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$6,000
Inspection fee for each subsequent event	\$30
Violation of Chapter 5.32, Tenant Application Fees	\$100 for initial violation \$200 for additional violations
Community Development Fees (Includes Engineering Fees)	
Preliminary Subdivision*	2 Lots \$570 3 Lots \$900 >3 Lots \$900 + \$5 per lot over 3
Final Subdivision*	2 Lots \$600 3 Lots \$1,270 >3 Lots \$1,270 + \$10 per lot over 3
*More than one plat will result in an additional per plat charge of \$250	
Preliminary Condominium	≤ 3 Units \$900 > 3 Units \$900 + \$5 per unit over 3
Final Condominium	≤ 3 Units \$1,270 > 3 Units \$1,270 + \$10 per unit over 3
Small Scale Master Plan	1-3 Acres \$850 3-5 Acres \$950
Large Scale Master Plan (5+ Acres)	\$1,050
Rezone	≤ 1 Acre \$665 1-5 Acres \$765 >5 Acres \$865
Conditional Use Permit	\$250
Administrative Conditional Use	\$250
Final Site Plan	\$1,090
Development Agreement	\$1,000
Lot Line Adjustment	\$125
Sign Permit	Based on Sign Value Per Resolution 2/26/02C

**MIDVALE CITY
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Temporary Sign Permit	\$10
Text Amendment	\$630
Property Vacation	\$1,000
Appeal	\$500
Variance	\$400
Development Review Committee	\$100
Noticing Fee	\$.50 per address
Zoning Letter	\$65
Court Fees	
Traffic School	\$20
Small Claims	As per State approved rates
Copy Charge per page	\$0.25
Certified Copy of Court Documents	\$4 plus \$.50 per page
Criminal Background Checks	\$10
Convenience Fee for Online Payments	\$2.50 per transaction
Audio Tape	\$10
Election Fees	
Declaration of Candidacy for Mayor	\$50
Declaration of Candidacy for City Council	\$25
Executive Department	
Records Request	\$0.25 per copy + time for research + postage (including reasonable attorney's fees for
Copy Charge per page	\$0.25
Copy of Recording (CD)	\$5 per CD
Notary	\$5 for Non-City Related Business
Copies of Maps 24 X 36 Color	\$5
Copies of Maps 24 X 36 Black & White	\$3
Right-of-Way Occupancy Permits	
In-Strand Antenna (Each)	\$100
Small Wireless Facility (Each)	\$100
Utility Pole (Each)	\$250
Equipment (Per Piece)	\$100
Macrocell or Utility Pole over 50 feet in height (Each)	\$1,000
Road Cuts	
Base Fee	\$250
Excavation in new or newly rebuilt/overlaid road (<5 years old)	\$0.50/sf
Excavation in all other roads, concrete surfaces, or unpaved areas	\$0.25/sf
Boring	\$0.50/lf
Bond	\$5,000
Sewer Rates (Resolution 2021-R-31)	
Residential/Commercial/Industrial	
Single Dwelling	
Base fee	\$37.38
Usage fee per 1,000 gallons of average winter water usage	\$3.14
Multi Dwelling	
Base fee - First Unit	\$37.38
Additional Unit (Each)	\$31.07
Usage fee per 1,000 gallons of average winter water usage	\$3.14

Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief

**MIDVALE CITY
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Sewer Connection Fees all areas	
4" Connection	
First Unit	\$500
Second Unit	\$200
6" Connection	
First Unit	\$700
Second Unit	\$200
Storm Water	
Equivalent Residential Unit (ERU) (3,000 square feet)	\$9.36 per month
<i>Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
<i>Single family residential and duplex parcels constitute one ERU. No charges apply to undeveloped parcels. Charge for all other parcels is computed by multiplying</i>	
Waste Collection Fees	
First Can	\$12.84 per month
Recycling	\$4.40 per month
<i>Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
Each additional can	\$12.84 month (not subject to Circuit Breaker)
Bulky Waste Dumpster	\$242.44 (\$150 deposit may be required)
Replacement Can	\$75
Water Rates (Resolution 2021-R-31)	
Area # 1 Base Rates	
<i>Meter Size:</i>	
3/4"	\$30.00
1"	\$41.99
1.5"	\$54.01
2"	\$86.97
3"	\$329.88
4"	\$419.83
6"	\$629.78
8"	\$870.00
Area # 2 Base Rates	
<i>Meter Size:</i>	
3/4"	\$30.00
1"	\$41.99
1.5"	\$54.01
2"	\$86.97
3"	\$329.87
4"	\$419.83
6"	\$629.78
8"	\$870.00
<i>Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
Fireline service	\$10.15 per month
Area # 3 Base Rates	
<i>Meter Size:</i>	
3/4"	\$30.00
1"	\$41.99
1.5"	\$54.01
2"	\$86.97
3"	\$329.88
4"	\$419.83
6"	\$629.78
8"	\$870.00

**MIDVALE CITY
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION		AMOUNT					
Water Consumption Tiers (Per Thousand Gallons) - All Areas							
Meter Size	Tier 1	Tier 2		Tier 3		Tier 4	
	Max	Min	Max	Min	Max	Min	Max
3/4" or 5/8"	12.0	12.1	55.0	55.1	98.0	98.1	None
1"	20.0	20.1	92.0	92.1	164.0	164.1	None
1.5"	40.0	40.1	183.0	183.1	326.0	326.1	None
2"	64.0	64.1	293.0	293.1	522.0	522.1	None
3"	120.0	120.1	550.0	550.1	980.0	980.1	None
4"	240.0	240.1	1,100.0	1,100.1	1,960.0	1,960.1	None
6"	500.0	500.1	2,292.0	2,292.1	4,084.0	4,084.1	None
8"	640.0	640.1	2,933.0	2,933.1	5,226.0	5,226.1	None
Water Consumption Charge (Per Thousand Gallons) - All Areas							
Tier 1				\$1.95			
Tier 2				\$2.43			
Tier 3				\$2.80			
Tier 4				\$2.96			
Water Connection and Meter Fees - All Areas							
Water Connection Fee							
3/4" or 1" Connection on Midvale Road				\$4,700			
3/4" or 1" Connection on UDOT Road				\$68,000			
1 1/2" and Up				Cost of Labor, Equipment, & Parts			
Meter Fee							
3/4" (Includes Meter Set)				\$1,660			
1" (Includes Meter Set)				\$1,970			
1 1/2" & Up				Cost of Meter + \$200 inspection fee			
Fire Service				\$250 inspection fee			
Construction Water Tamper Fine				\$250			
Damaged Meter Fine (Damaged meter after installation)				Equal to Meter Fee			
Water Connection Damage Fine				\$2,500			
Water Consumption Drought Fees (Based on Drought Plan and JVWCD Drought Level Indication) - All Areas							
Level 0				No Change			
Level 1				No Change			
Level 2				25% Increase in Water Consumption Charges			
Level 3				50% Increase in Water Consumption Charges			
Level 4				75% Increase in Water Consumption Charges			
Other Utility Service Charges (Includes Sewer, Storm Water, Waste Collection, and Water)							
Late fees				5% of outstanding balance per month			
Meter reset fee				\$50			
Meter tampering fee				\$50 first offense, \$100 second offense, \$50 add'l each subsequent offense			
Account set-up or transfer fee				\$15			
Reconnect following shut-off				\$50			
Collection Agency fee				35% of outstanding balance			
Return Check (NSF, etc.)				\$30			
Telephone Payment Convenience Fee				\$3			
Hydrant Meter Deposit				\$1,800			
User-Owned Hydrant Meter Deposit				\$550			
Construction Water Use				\$3.50 per 1,000 gallons of hydrant water (\$50 minimum)			
Hydrant Meter Permit Application				\$50			
Hydrant Meter Billing, Tracking, and Inspection				\$50/month			
Streetlighting							
Residential				\$3/month			
Commercial				\$9/month			



CITY COUNCIL MEETING
Minutes
Tuesday March 24, 2026

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
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Jerimie Thorne, Deputy Director of Public Works; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Kate Andrus, RDA Director; Moira Gray, RDA Project Manager; Aubrey Christensen, RDA Program Manager; Laura Magness; Communications Director; Vanessa Guevara, Community Violence Coalition Coordinator; Branden Anderson, City Engineer; Chief April Morse, UPD; Chief Nathan Kay, UFA; and Matt Pierce, IT Director.

6:00 p.m. – WORKSHOP

- Uplift Midvale Update – [**Vanessa Geuvara, Community Violence Coalition Coordinator**]

Vanessa Guevara introduced the updated mission and vision of Uplift Midvale. Jordy King also presented important information regarding Uplift Midvale.

**UPLIFT
MIDVALE**

MIDVALE CITY COMMUNITY YOUTH
VIOLENCE PREVENTION
COALITION

UPLIFT MIDVALE

Uplift Midvale is a dynamic community initiative dedicated to reducing youth violence in Midvale City. Guided by the nationally recognized Communities That Care (CTC) framework, our coalition unites city officials, community partners, and passionate residents to build a safer and more supportive environment for our youth.



ABOUT US



RISK AND PROTECTIVE FACTORS

1. Identified Risky Behaviors through 2023 SHARP+ Data

- Uplift began by brainstorming all possible risky behaviors relevant to the story.

2. Cross-Examined

- The team compared these behaviors with the Risk and Protective Factors identified in the 2023 SHARP data.

3. Recognized Common Themes

- By reviewing overlaps between the behaviors and the SHARP data, Uplift identified recurring themes.

4. Evaluated Feasibility

- The team discussed which themes and factors were realistic, actionable, and feasible to address.

5. Selected Final Factors

- After voting on the most practical options, Uplift finalized the Risk and Protective Factors to focus on.



Data Sources Informing Youth Wellbeing in Midvale

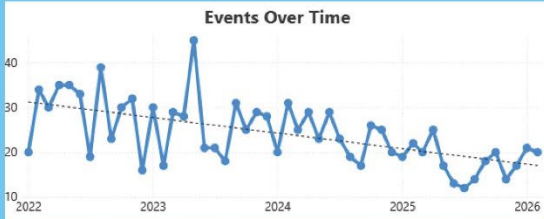
- 2025 Hillcrest High School Cone Student Health And Risk Prevention (SHARP) – Prevention Needs Assessment
- Salt Lake County Student Health And Risk Prevention (SHARP) – Prevention Needs Assessment
- Criminal Justice Advisory Council
- Healthy Salt Lake
- Overall Trend
Indicators suggest stable or improving youth behavioral health and safety outcomes, with continued opportunities to strengthen protective factors

Key Youth Health and Safety Indicators

Substance Use Remains Low	Youth-reported 30-day use of alcohol, marijuana, and prescription drugs remains below 10% across all grade levels (6th, 8th, 10th, 12th), indicating relatively low recent use compared to typical adolescent benchmarks.
Stable and Low Juvenile Justice Involvement	Over the past two years, monthly juvenile-related charges have averaged fewer than 5 cases per month , suggesting low and stable involvement with the justice system.

Positive Trends

Sustained Decline in Substance Use	Midvale students report a consistent downward trend in alcohol, marijuana, and other substance use over the past six years.
Decline in Youth Vaping	Reported lifetime vaping rates among Midvale students have seen a consistent and substantial decline, reflecting positive shifts in youth behavior and prevention efforts.
Evidence of Effective Community Efforts	These trends likely reflect ongoing collaboration between schools, families, prevention coalitions, and community partners.



Trend in Reported Incidents Over Time
(2022–2026)

Areas for Continued Attention

Perceived Safety Remains a Concern

A notable proportion of Midvale youth report feeling less safe compared to county and state benchmarks.

Gap Between Experience and Benchmarks

While many students report positive experiences, perceptions of safety indicate variability across student groups and environments.

Opportunity for Targeted Support

These findings highlight an opportunity to strengthen school climate, community connectedness, and youth-centered supports.



Screen Time: Impacts on Youth Wellbeing

- What We See (Salt Lake County Context)
 - Impacts Sleep and School
 - Many students report that screen time gets in the way of sleep and schoolwork.
 - Mixed Effects on Wellbeing
 - Youth report a range of experiences, including neutral and negative impacts on self-image and relationships.
 - Connection Still Matters
 - Some students report that screen time helps them stay connected with friends.
- What This Means for Youth
 - Screen time is **not universally harmful**, but its impact depends on how, when, and how much it is used.
 - Areas like **sleep, academic focus, and social well-being** are key points of influence.
- Midvale Context
 - **Midvale youth data reflect similar patterns**, particularly related to sleep, school engagement, and social experiences.

Resource Assessment

In process

Collecting Information

- Recruit Resource Assessment Workgroup.
- Help identify resources, that are available in Midvale City and Salt Lake County.
- Reached out to service providers and youth involved organizations.

Gap Analysis

Held a Community Resource Workshop to discuss barriers in Midvale City.

Barriers identified:

- Mentorship and neighborhood- based recreation programs
- Family support services
- Early childhood and foundational social emotional skills and school readiness
- Capacity barriers, transportation, language and access
- Neighborhood cohesiveness
- Community, City and School District Cohesiveness

Recommendations

Collarative relationships with key investors

Expand effective programs:

- Guiding Good Choices
- Film Ideas and Tips (FIT)
- Love and Logic
- Botvin Life Skills
- Rainbow Days
- Expand Case worker programs to assess gap that is trauma/culture focused to identify barriers
- Supplement underutilized resources
- Work with BBBSU to develop School Based mentorship program

Prevention Programs

Soft Launch



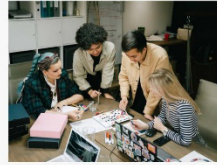
UTAH COMMISSION ON CRIMINAL & JUVENILE JUSTICE COMMUNITY WALKS

A community response to a [statewide spatial risk analysis](#).

Connecting with communities, bringing an understanding of quantitative data, while creating space for community-led stories and experiences.

Ultimately, communities identify their priorities and develop targeted solutions to support Utah's youth and families.

Collectively, these efforts increase youth safety and prevent delinquency.



Analysis

CCJJ Geospatial Study places Midvale (84047) in the [top 100 neighborhoods](#) for priority support

Research

[Utah Healthy Places Index](#) gives Midvale (84047) a lower overall score for healthy community conditions, but highlights higher scores in "neighborhood" and "economic" areas.

Risk and Protective Factors

[The available 2025 SHARP data notes that Salt Lake County students have lower rates of neighborhood attachment but higher rates of recognition for prosocial behaviors.](#)

Community Outreach

Data tells a story, but is it the whole story?

Whose stories are missing?

NEIGHBORHOODS IN CONSIDERATION

1. Area around Canyons Crossing Apts/7200 S Main
2. Area around Hillcrest High and Fort Union businesses
3. Middle of Midvale - Midvale Middle/Elementary, CBC, Boys and Girls
4. South Midvale/Sandy - Copperview Rec. Center, Copperview Elementary, Ruth Tyler Library



Contact for more information:
Sheena Yoon, syoon@utah.gov
Erica Wood, ericalwood@utah.gov

THANK YOU

QUESTIONS?
VGUEVARA@MIDVALEUT.GOV

6:30 p.m. – REGULAR MEETING

Mayor Dustin Gettel called the business meeting to order at 6:34 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. Unified Fire Authority Report – [Chief Nathan Kay]

Chief Nathan Kay began with the March safety message, Hands Only CPR Matters. He said in 2024 UFA responded to 252 non-traumatic cardiac arrest with 52.8% having received bystander CPR and 11% an AED was applied. These numbers represent a 51.6% save rate which is higher than the national average of 37.6%. Knowing and using CPR saves lives.

The Chief moved on to report on the February call volumes. UFA had 320 calls in February making Midvale the third busiest community served by UFA in February.

D. Proclamation Recognizing March 31, 2026, as Transgender Day of Visibility.

Mayor Dustin Gettel read the proclamation recognizing March 31, 2026, as Transgender Day of Visibility into the record.



II. PUBLIC COMMENTS

JC Thornton, Project Rainbow, said on behalf of the 20 donors of Project Rainbow that are residents of Midvale City and proudly flying transgender flags for the next two weeks, I thank you for this resolution. Project Rainbow would like to be more engaged with the city in the future as these proclamations are being read. They have a Transgender Day of Visibility community celebration on March 31st, and they would love to have copies of the resolution to share with the broader community.

At a time when the community feels threatened by government it's nice to see a government that supports us. Gender variation existed long before colonists came to Turtle Island and the flag represents that they have always been here and will always be here. In spite of the passing of HB77 our community keeps showing up and a large number of people staking our flags are allies. They say this is where your community is, this is where you're safe. We can talk about statistics but most importantly the stories of young people coming to our doors and thanking us for putting our flag up because their family was not affirming but they saw the flag at our house is why we continue to stand, sometimes at great risk, and we will always represent our gender diverse community.

We thank you for this act of government speech to say that we are valid, and we are a part of the fabric of society in Midvale. Thank you for your support and I look forward to ways that we can also drive policy that we see in other states where they have supportive policies to protect their citizens.

III. COUNCIL REPORTS

A. Council Member Bonnie Billings — Nothing to add.

B. Council Member Paul Glover — Nothing to add.

C. Council Member Heidi Robinson — said she is proud of this proclamation. It's important to speak out on these issues that have a long-lasting impact. She said she will be celebrating Transgender Day of Visibility.

D. Council Member Bryant Brown — said he also supports this proclamation. The Trans Community is an important part of our community, and we want them to feel safe in Midvale. He thanked the council members that ran caucus's last Tuesday. He urged everyone to look up candidates and topics to be informed and engaged. He wanted to remind residents that the new transfer station is open making spring clean-up quick and easy.

E. Council Member Denece Mikolash — said she also appreciates Project Rainbow and is disappointed that her HOA does not allow flags. She attended the Midvale Arts Council production of 9 to 5, which she found to be hilarious and creative, they did an amazing job. Congratulations to the new Canyons School District Superintendent, she looks forward to meeting them. She's excited to hear that the city has their first applicant for the Main Street Activation Program.

IV. MAYOR REPORT

A. Mayor Dustin Gettel said there's a new superintendent for Canyons School District, and he looks forward to meeting Dr. Robinson. He said Two Row Brewing has a question about an Ordinance that appears to be antiquated. The Ordinance requires the servers to have an identification badge that is issued by the city. The Ordinance duplicates what the DABS is already doing as far as licensing and background checks. We will have a discussion on the original Ordinance at the next meeting and possibly repeal or change it. Last Thursday we had our Preliminary Budget Increase Maximum meeting with UPD. The initial number came in at 5%, which is about a \$700,000 increase. He negotiated that number down to 3.5%, with the mayor suggesting 3% at about \$400,000. At the next meeting they will present both sets of numbers so they can compare the difference.

V. CITY MANAGER REPORT

A. Matt Dahl said the smell that closed council meeting early a few weeks ago was from cooking grease. He then introduced Branden Anderson, City Engineer, to go over information from the Jordan Valley Water Drought Committee and construction projects in the city.



Drought Committee Recommendation

- Drought Committee Vote
 - Level 1: 10 member voted
 - Level 2: 6 members voted
 - Non votes: 2 members
- Water Levels currently
 - Jordanelle 64%
 - Deer Creek 86%
- Jordan Valley Board will vote for final approval based on the drought committee recommendations

Midvale Projects

- 2025 Sewer Project
- Roadway Infrastructure Project
- 2026 Waterline Replacement Project
 - Report at next City Council Meeting

Branden Anderson said that the drought committee recommendation was at a level 2 for this year. The Board will make their recommendation based on the committee votes. He said the soil moisture is above average due to rain, but the snowpack is below average and historically low.

Mayor Dustin Gettel said that the Rain Barrel program will be starting soon.

Branden Anderson reviewed the 2025 Sewer Project, the Roadway Infrastructure Project, and the 2026 Waterline Replacement Project that will be discussed at the next City Council meeting.

He also stated that 4th and 5th Avenue's will be impacted in about 2 weeks with a roadway shut down due to excavating and work on the sewer line. The disruption will last about 10 days on each street. Another sewer line project will occur in May on Wasatch and Main Street. The IHC impact will be 5 days if the intersection is shut down to traffic or two weeks if the intersection remains open.

Council Member Mikolash reminded everyone that the length of time residents have to suffer with road closures is well worth getting the aging infrastructure replaced and repaired.

Branden Anderson gave an update on projects that are finished and what they are in the process of finishing in relationship to the Roadway Infrastructure Project.

VI. PUBLIC HEARING

A. CONSIDER ORDINANCE NO. 2026-O-08 AMENDING TITLE 16 AND SECTION 17-4-3 OF THE MIDVALE MUNICIPAL CODE TO COME INTO COMPLIANCE WITH REQUIREMENTS OF THE UTAH STATE LEGISLATURE.

Wendelin Knobloch said this code text amendment modifies language within Title 16 and Section 17-4-3 of the Midvale Municipal Code (MMC) to come into compliance with two changes in Utah State Code:

1. *Subdivision improvement plans can either be reviewed with the preliminary or the final plat:*

Title 16 was updated to require the subdivision improvement plan review during the preliminary plat approval process.

2. *Recodification of Utah State Code Chapter 10-9a:*

Utah planning enabling law was located in Utah Code Chapter 10-9a until last summer when a recodification occurred. The majority of provisions is now found in Utah Code Chapter 10-20, which means state code references found in Midvale's municipal code must be updated.

In addition to the above, the following ***technical improvements*** were made:

1. The "Powers and Duties" section (MMC 17-4-3) which defines the Planning Commission's role was updated to reflect existing responsibilities that are based on other code provisions (e.g., MMC 12.16.050, 16).
2. Code language for numbers is being standardized as digits throughout the code

(e.g., “fifteen business days” now appears as “15 business days”).

3. Private street provisions clarified to require sidewalk (MMC 16.02.050(E)).

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments were received prior to the completion of this report.

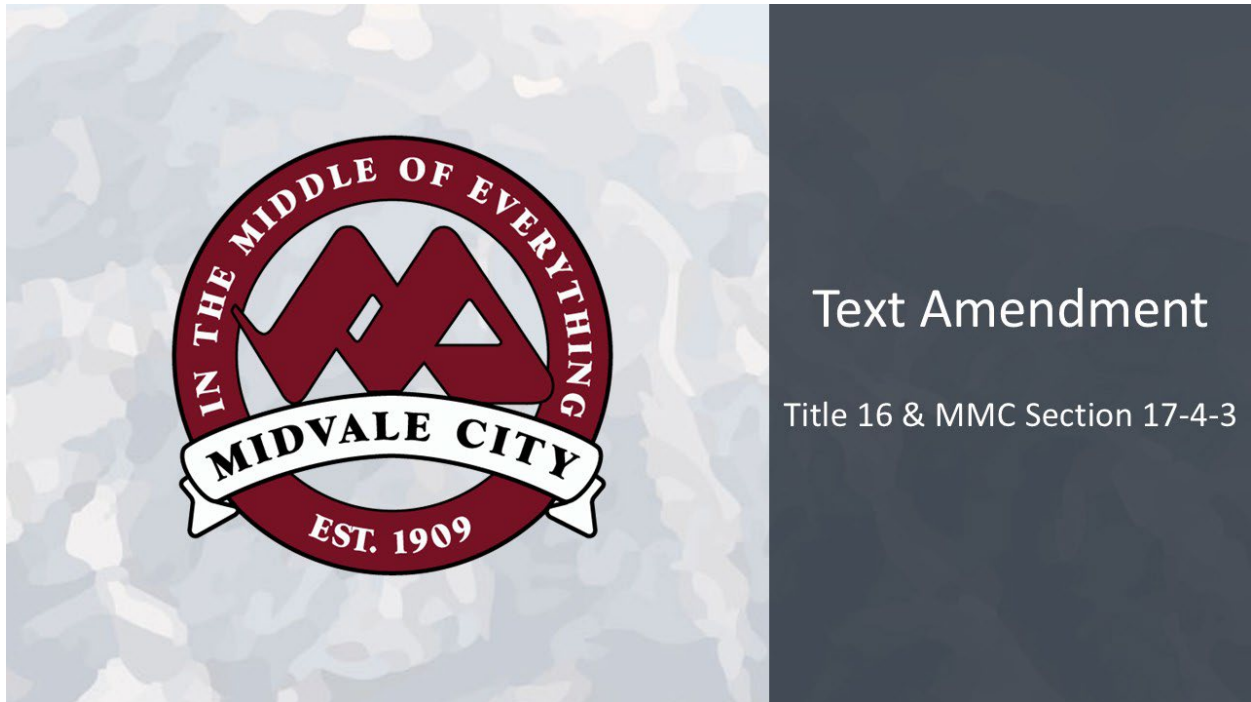
ZONING CODE AMENDMENT CRITERIA

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 [new citation: 10-20-101];
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, and third criteria listed above because the change promotes the following:

1. The protection of private property rights as required in MMC 17-1-1;
2. The Municipal Land Use, Development, and Management Act (LUDMA) objectives of providing fundamental fairness in land use regulation; and
3. The clear interpretation of code language.



5 Amendments MMC Title 16 & 17-4-3

- 1. Subdivision Improvement Plans Review during Preliminary Plat**
- 2. Recodification of Utah Code 10-9, now 10-20**
- 3. Update "Powers and Duties", MMC 17-4-3**
- 4. Standardize Code Language for Numbers**
- 5. Clarification on Sidewalk Requirement for Private Streets**

Title 16: Improvement Plans with Prelim Plat

and a notation as to whether the existing structures will remain or be demolished.

G. The fee for a preliminary subdivision application as passed by the city council.

H. Subdivision improvement plans and construction drawings showing existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements, and the location of all public utilities. Improvements shown on the construction drawings shall be in accordance with the City's infrastructure and engineering standards in Title 18.

1. The city engineer may adopt a policy governing additional requirements for construction drawings. All construction drawings shall have the professional engineer or architect state license seal stamped on all submitted sheets.

I. Any other documents related to the subdivision required by the city's current, published preliminary plat application. (Ord. 2024-30 § 1 (Att. A); Ord. 2024-01 § 1 (Att. A))

Garrett Wilcox
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Garrett Wilcox
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Wendelin Knobloch
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16.02.030 Contents of preliminary plat.

The preliminary plat shall include the following:

Title 16: Improvement Plans with Prelim Plat

16.03.020 Application for final subdivision plat approval.

The applicant shall prepare and submit the following in a format acceptable to the community development department:

A. The final plat;

B. A preliminary title report prepared within 30 days of the application by a title company licensed to practice in the state of Utah that shows the owner of every parcel or lot of land contained within the proposed subdivision or a signed affidavit or sworn statement by each owner identified by the preliminary title report used for the preliminary plat in which each owner affirms that title for the property has not changed ownership;

C. The fee for a final subdivision application as passed by resolution by the city council;

~~D.~~ A tax clearance, indicating that all taxes, interest, and penalties owing on the land have been paid;

~~E.~~ A site plan showing the location of existing structures within the final plat boundaries;

~~F.~~ For a condominium application, a signed affidavit by an attorney who is licensed to practice in Utah that states that the condominium declaration, the record of survey map and the other supporting documentation comply in all respects with the Utah Condominium Ownership Act (Utah Code Annotated Section 57-8-1 et seq.) as well as all applicable federal, state and local laws and ordinances and that when the condominium declaration and survey map have been recorded in the office of the Salt Lake County recorder that the proposed project will be a validly existing and lawful condominium project in all respects; and

~~G.~~ Any other documents related to the subdivision required by the city's current, published final subdivision application. (Ord. 2024-30 § 1 (Att. A); Ord. 2024-01 § 1 (Att. A))

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Deleted: D. Construction drawings showing existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements, and the location of all public utilities. Improvements shown on the construction drawings shall be in accordance with the preliminary plat. ~~F.~~ adopt a policy governing additional requirements for construction drawings. All construction drawings shall have the designing engineer or architect state license seal stamped on all submitted sheets. No final plat may be approved by the city engineer until the construction drawings have been approved by the city engineer. ~~F.~~

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Title 16: Recodification

16.01.020 Definitions.

For the purpose of this title, certain abbreviations, terms, and words shall be used, interpreted and defined as set forth herein. Words not included herein, but which are defined in Chapter 17-2, shall be construed as defined therein.

"Culinary water authority" has the definition provided in Utah Code Annotated Section [10-20-102](#), as amended.

"Review cycle" has the definition provided in Utah Code Annotated Section [10-20-806](#), as amended.

"Sanitary sewer authority" has the definition provided in Utah Code Annotated Section [10-20-102](#), as amended.

"Subdivision improvement" means the required infrastructure, improvements, and municipally controlled utilities required for a subdivision.

"Subdivision improvement plans" has the definition provided in Utah Code Annotated Section [10-20-806](#), as amended.

"Subdivision ordinance review" has the definition provided in Utah Code Annotated Section [10-20-806](#), as amended.

"Subdivision plan review" has the definition provided in Utah Code Annotated Section [10-20-806](#), as amended.

"Underground facility" has the definition provided in Utah Code Annotated Section [10-20-803](#), as amended. (Ord. 2024-01 § 1 (Att. A))

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The Midvale Municipal Code is current through Ordinance 2025-02, passed February 4, 2025.

Section 17-4-3: Power and Duties

Midvale Municipal Code Section 17-4-3, Powers and Duties and Title 16, Subdivisions
Page 1 of 30

17-4-3 Powers and duties.

The planning commission shall:

A. *General Plan.* Prepare and recommend a general plan and amendments to the general plan to the city council;

B. *Zoning.* Recommend zoning ordinances and maps, and amendments to zoning ordinances and maps, to the city council;

C. *Subdivision Regulation.* Recommend subdivision regulations and amendments to those regulations to the city council;

D. *Subdivision Applications.* ~~Approve or deny preliminary subdivision applications as provided in Title 16;~~

E. *Conditional Use Permits.* Approve or deny conditional use permits applications;

F. ~~Street Vacations and Property Disposal. Recommend approval or denial of the vacation of city-owned rights of way or the disposal of city-owned property as provided in Chapter 12.16; and~~

G. *Other Duties.* The planning commission shall have all of the powers and duties explicitly or impliedly given planning commissions by the laws of the state or city. (Ord. 12-11-2001C § 2 (part))

Deleted: Recommend approval or denial of subdivision applications as provided in this chapter;

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Title 16: Standardize Code Language

G. The fee for a preliminary subdivision application as passed by the city council.

H. Subdivision improvement plans and construction drawings showing existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements, and the location of all public utilities. Improvements shown on the construction drawings shall be in accordance with the City's infrastructure and engineering standards in Title 18,

1. The city engineer may adopt a policy governing additional requirements for construction drawings. All construction drawings shall have the professional engineer or architect state license seal stamped on all submitted sheets.

I. Any other documents related to the subdivision required by the city's current, published preliminary plat application. (Ord. 2024-30 § 1 (Att. A); Ord. 2024-01 § 1 (Att. A))

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16.02.030 Contents of preliminary plat.

The preliminary plat shall include the following:

A. Scale must be indicated on the plat. (Minimum scale: one inch equals 50 feet);

B. All proposed streets, alleys, parks, open spaces, and other offers of public dedications, showing widths and pertinent dimensions of each;

C. An arrow indicating north drawn on each sheet;

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The Midvale Municipal Code is current through Ordinance 2025-02, passed February 4, 2025.

Title 16: Clarify Sidewalk Requirements

E. *Private Streets.* The applicant may propose private streets within the subdivision so long as the proposed street(s) include a right-of-way width of 35 feet, with 20 feet of pavement installed to city specifications and fire code, two and one-half feet of curb and gutter on each side and a five-foot sidewalk adjacent to the curb on both sides.

1. Private streets shall align with and connect to existing streets, whether public or private, on adjoining properties unless the planning commission, after recommendation of city

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The Midvale Municipal Code is current through Ordinance 2025-02, passed February 4, 2025.

Zoning Code Amendment Criteria

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.

MOTION: Council Member Paul Glover **Moved** to open 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.

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: Consider Ordinance No. 2026-O-08 Amending Title 16 and Section 17-4-3 of the Midvale Municipal Code to come into Compliance with Requirements of the Utah State Legislature.

MOTION: Council Member Heidi Robinson **Moved** to Approve Ordinance No. 2026-O-08 Amending Title 16 and Section 17-4-3 of the Midvale Municipal Code to come into compliance with requirements of the Utah State Legislature with the finding stated in the staff report. 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 Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

VII. CONSENT AGENDA

A. CONSIDER MINUTES OF MARCH 3, 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 Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye

The motion passed unanimously.

VIII. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2026-R-13 AUTHORIZING THE MAYOR AND CITY STAFF TO ENTER INTO AN AGREEMENT BETWEEN MIDVALE CITY, SALT LAKE CITY CORP., AND UDOT FOR THE 8000 SOUTH BRIDGE REPLACEMENT PROJECT.

Branden Anderson said the Utah Department of Transportation (UDOT) will be replacing a bridge structure located at about 80 E 8000 S. This bridge serves as a canal bridge that conveys water for Salt Lake City Public Utilities.

A betterment agreement for this project was brought to the council in October 2025, which the council passed. It was to fund the portion of the roadway between the bridge and the Trax lines.

This agreement is with Midvale, Salt Lake City Corp, and UDOT to allow UDOT's contractor to construct the new bridge (box culvert) over the canal.

This is a 2-part agreement:

1. Allows the 3-parties to construct the bridge in accordance with UDOT bid procurement and to put an agreement in place to do so.

- a. It also executes a simultaneous second agreement through the SLC Corp permitting process.
2. Leases the property from Salt Lake City Corp to have Midvale's bridge installed at this location.
 - a. Along with other items of SLC Corps' normal permitting process.
 - b. Midvale City signed a very similar contract for the Larchwood Bridge project in 2015.

City staff will continue to support the project through design coordination and construction oversight and public engagement with residents.

The schedule has adjusted back in that the contract was not finalized in fall of 2025. The anticipated completion is projected for winter 2026–27 or 2027-2028, depending on seasonal constraints related to canal water flow.

FISCAL IMPACT

First agreement has no financial impact. The second agreement to lease the ground will have a direct cost of \$1,000 for a period of 10 years.



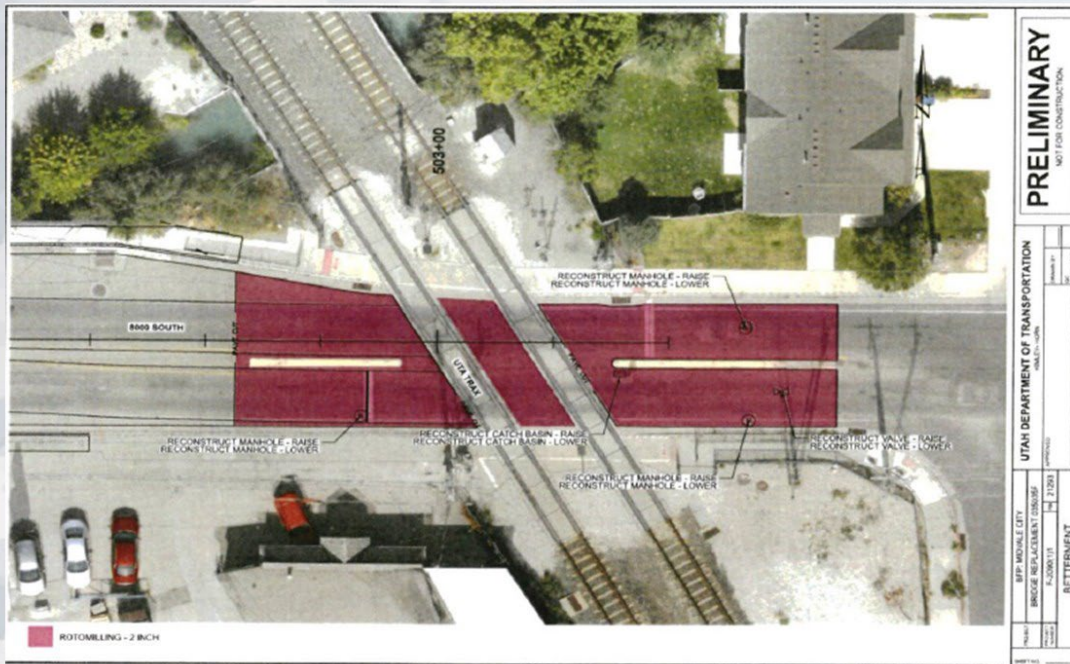
**Midvale City
Council**

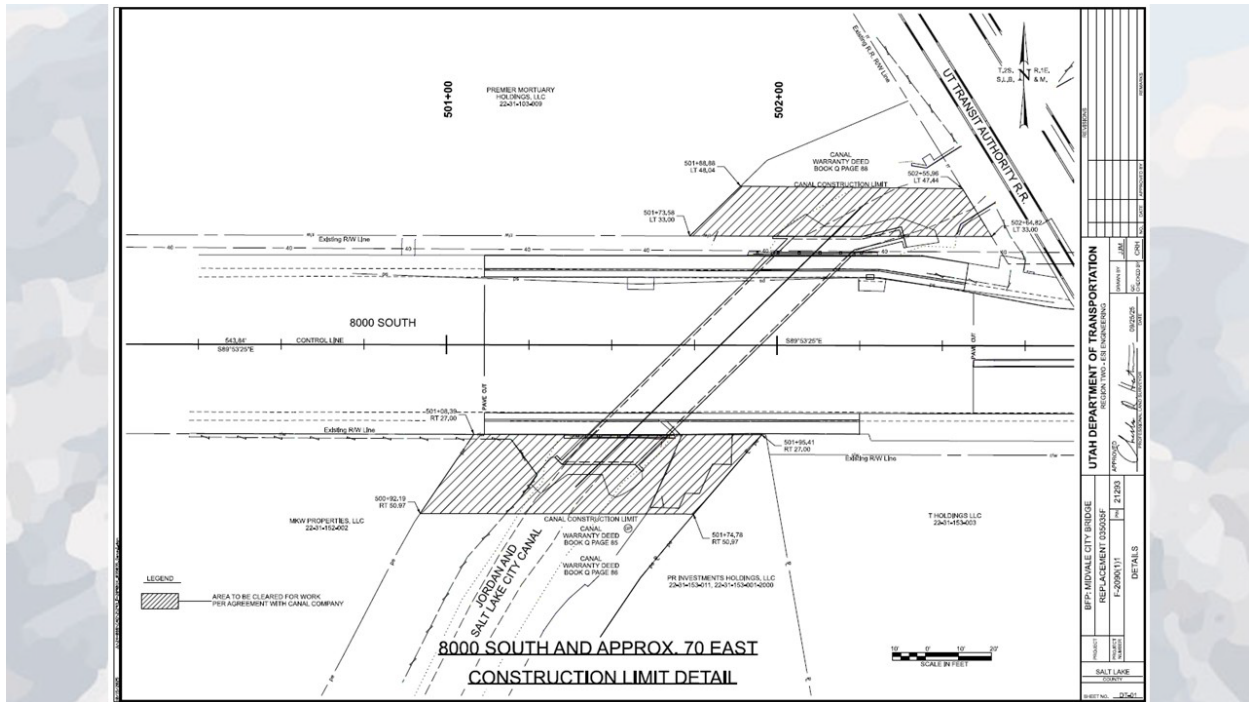
**Drought Committee
Update**

Projects Update

8000 South Bridge Replacement (UDOT BFP)

- Two Agreements
 - One between UDOT, SLC Public Utilities, Midvale
 - One between SLC Public Utilities and Midvale
 - Lease canal property for the replacement of the Bridge
- UTA agreement
 - To work within their ROW
 - The Council approved the betterment for this work previously
 - Will present at next Council meeting





MOTION: Council Member Heidi Robinson **MOVED** to Suspend the Rules and Approve Resolution No. 2026-R-13, authorizing the Mayor and City Staff to enter into two agreements with the UDOT and Salt Lake City Corp. for the 8000 S. Bridge Replacement Project. 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 Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2026-R-14 AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT WITH BIG-D CONSTRUCTION CORP. (BIG-D) FOR THE NEW PUBLIC WORKS FACILITIES.

Jerimie Thorne said the current Midvale Public Works Operations Center requires updating and expansion to provide additional capacity for operations, storage, and office space. Galloway & Company (Galloway), the City’s contracted architect for the project, has prepared a schematic design that sets forth general plans for new facilities at the Midvale Public Works site at approximately 8172 and 8196 South Main Street in Midvale, Utah. Midvale City bonded in 2025 and intends to fund the majority of the project with the proceeds.

Midvale City solicited qualified contractors through a Request for Proposals (RFP) process, receiving 18 proposals. A selection committee with representatives from Public Works, the City Manager's office, and Galloway performed two rounds of reviews, with Big-D Construction Corp. (Big-D) being selected as the most qualified proposer. Scores for the top four contractor proposals are listed below.

1	2	3	4
Big-D Const.	Forge Contractors	Paulsen Const.	Willmeng Const.
76.45	69.15	64.4	64

Midvale City desires to engage Big-D to provide professional services as the Construction Manager/General Contractor in connection with the development and construction of the new facilities using the construction manager/general contractor method authorized by Utah Code Ann. § 11-39-107(2).

Big-D has the expertise and capability to provide the City with design consultation and the construction of the new facilities. This agreement has been reviewed and found to be fair, reasonable, and beneficial to the City and its stakeholders.

FISCAL IMPACT:

Preconstruction design services- **\$20,000**
GMGC- overhead and profit- Not to exceed **3% of GMP**
Guaranteed Maximum Price (GMP) - **\$17,000,000**

Construction
Manager/General
Contractor
Agreement

Midvale City
Council
March 24th,
2026



Construction Manager/General Contractor Agreement for the Public Works Expansion Project

Project Background

- 2024- The City contracted with Galloway to complete a needs assessment and master plan of its current facilities.
- 2025- The City purchased property to be used in the expansion project.
- 2025- The City bonded for funds to be used for the expansion project.
- 2025- City Council approved a Design services contract with Galloway for the Public Works expansion project.
- Galloway has created the initial site plan, continued to work with staff on design concepts for buildings, initiated environmental studies and civil engineering, prepared the plats for consolidation, and assisted in preparing a Request For Proposal (RFP) package for selecting a contractor.

Additional Information

- The project is fully funded with 18 million from the bond, and another five million in City funds allocated to the project.
- The Construction Guaranteed Maximum Price (CGMP) was set at 17 million in the RFP.



Construction Manager/General Contractor Agreement for the Public Works Expansion Project

Selecting a contractor- RFP Package Process

- The City posted its RFP package on January 8, 2026, on the State of Utah Public Procurement Place/ Bonfire.
- On January 21, 2026, the City, with Galloway, held an on-site mandatory pre-bid meeting explaining the project and answering questions.
- The City continued to answer questions until January 27; the RFP closed January 29, 2026.
- There were 18 Proposals submitted by contractors.

Selection Committee

- A selection committee was formed to evaluate and select the contractor, which comprised:
 - Nate Rockwood - City Administration
 - Glen Kennedy, Jerimie Thorne, Levi Mcniell – Public Works
 - Garrett Wilcox- City Attorney (review of proposed contract edits)
 - Jim Childs – Galloway



Construction Manager/General Contractor Agreement for the Public Works Expansion Project

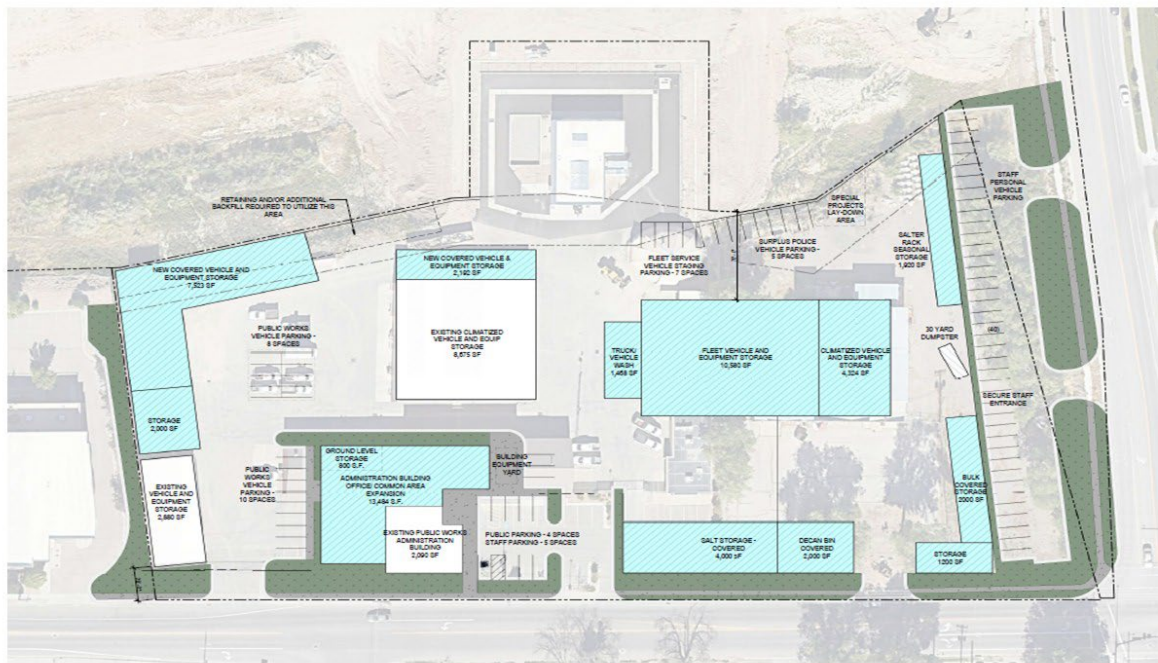
RFP Selection Criteria-

- CM/GC experience with similar projects
- Proposed project team experience
- Approach to perform the work
- Overall construction schedule
- Proposed contract modifications.

Selection Committee Results-

- After all committee members performed two rounds of scoring, **Big-D Construction** was selected as the most qualified.
- The top four contractors and scores are listed below-

1	2	3	4
Big-D Const.	Forge Contractors	Paulsen Const.	Willmng Const.
76.45	69.15	64.4	64



Mayor Dustin Gettel asked how the two rounds of voting was conducted.

Jerimie Thorne said they narrowed it down to four with the initial scoring and then did due diligence to make sure the right company was chosen.

MOTION: Council Member Bonnie Billings MOVED to Suspend the Rules and

Approve Resolution No. 2026-R-14, A Resolution Authorizing the Mayor to Sign a Construction Manager/General Contractor Agreement with Big-D Construction Corp. for the Construction of the New Public Works Facilities. 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 Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

C. CONSIDER RESOLUTION NO. 2026-R-15 ADOPTING THE MISSION SQUARE RETIREMENT ADMINISTRATIVE SERVICES AGREEMENTS FOR THE 457(B), 401(A), AND RHS PLANS.

MOTION: Council Member Heidi Robinson MOVED to table Resolution No. 2026-R-15 TO THE April 7th 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 roll call vote.

The voting was as follows:

Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. DISCUSS AMENDING THE FY2026 FEE SCHEDULE.

Mariah Hill said during the budget process and periodically during the fiscal year, staff reviews and updates the municipal fee schedule to ensure the City is collecting the appropriate amount in fees. Municipal fees must reflect the actual cost of services provided by the city. Notable changes in this fee schedule amendment are updates to the over-the-counter building permit fees, minor adjustments to building rental fees and deposits, and the addition of water consumption drought fees. The drought fees are based on drought levels as designated by the City's drought plan and Jordan Valley Water Conservation District. A public hearing for these changes will be held on April 7, 2026. The FY2026 Fee Schedule, as amended, will be posted on the Midvale City website upon approval.

FISCAL IMPACT

The proposed fees reflect the actual cost of providing specific services to Midvale City residents, businesses, and other patrons. Fees charged are sufficient to provide revenue

necessary to operate the City's Enterprise Funds and cover certain costs incurred by the General Fund for Fiscal Year 2026.



Fiscal Year 2026 Fee Schedule Amendment

Building Permit Fee Changes

➤ Over the Counter Permit Fees

- Furnace, A/C, Furnace & A/C, Water Heater, Service Charge, Demo, Window
- All require the issuance of a permit and an inspection
- All moving to \$65 + 0.65 state surcharge fee

Building Rental & Event Fees

- Deposit Uniformity
- Non-Resident Fee Percentage Uniformity

Drought Rates

- Only on consumption rates (i.e. usage)
- Based on the JWCD and Midvale City's drought level designation
- Meant to ensure revenue loss doesn't impact base operating needs and drive conservation
- Last JWCD Level 1 drought was 2022
 - JWCD had a 12% reduction in consumption
 - Midvale had a 20% reduction in consumption
- Waterworth Update/Monitoring

Drought Rate Tiers

Tier	Thousands of Gallons	FY2026 Rate	Level 1 Rate (0%)	Level 2 Rate (25%)	Level 3 Rate (50%)	Level 4 Rate (75%)
1	0-12	\$ 1.95	\$ 1.95	\$ 2.44	\$ 2.93	\$ 3.41
2	12.1-55	\$ 2.43	\$ 2.43	\$ 3.04	\$ 3.65	\$ 4.25
3	55.1-98	\$ 2.80	\$ 2.80	\$ 3.50	\$ 4.20	\$ 4.90
4	98.1 >	\$ 2.96	\$ 2.96	\$ 3.70	\$ 4.44	\$ 5.18

Average Usage	34,000	Level 1 24,000	Level 2 24,000	Level 3 24,000	Level 4 24,000
Tier 1 Charge	\$ 23.40	\$ 23.40	\$ 29.25	\$ 35.10	\$ 40.95
Tier 2 Charge	\$ 53.46	\$ 29.16	\$ 36.45	\$ 43.74	\$ 51.03
TOTAL	\$ 76.86	\$ 52.56	\$ 65.70	\$ 78.84	\$ 91.98
Difference		\$ (24.30)	\$ (11.16)	\$ 1.98	\$ 15.12

B. DISCUSSION OF MIDVALE CITY'S PARTICIPATION IN THE REMNANT DEFENDANTS' SETTLEMENT AGREEMENT.

Garrett Wilcox said Midvale City has been contacted by the National Opioids Settlements Notice and Claims Administrator for Six Remnant Defendants about participating in another national opioid settlement. This proposed settlement would resolve opioid litigation against Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., LLC, North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc., and their respective subsidiaries and divisions.

Midvale has previously participated in seven other opioid national settlements in coordination with the Utah Office of the Attorney General. The City most recently approved Resolution No. 2025-R-60 on October 7, 2025, which authorized the City to participate in the Secondary Manufacturers Settlements. This resolution also authorized the Mayor and City staff to complete any required forms to join future opioid settlements under certain conditions without additional City Council authorization. The Remnant Defendants' Settlement did not meet the criteria set forth by the City Council.

Unlike past opioid settlement agreements, the State did not participate in negotiating the settlement and will not receive funds. Local governments, including both counties and municipalities, will directly receive funds from a settlement fund based on an allocation percentage. Prior to being distributed to local governments, the \$97,625,000 settlement amount will first be used to pay taxes on the settlement fund, notice and administrative costs, and \$11,801,862.50 in attorneys' fees and expenses.

In order to participate, the City must complete a participation and release form no later

than May 4, 2026. The participation form would have Midvale join the settlement agreement and waive all of Midvale's rights to individually sue any of the involved companies for opioid epidemic-related issues. In exchange, Midvale will receive approximately \$5,000 from the settlement fund. This money may only be spent on opioid remediation, as more thoroughly detailed in Attachment 3. The Settlement Agreement Among Participating Subdivisions and Remnant Defendants and selected exhibits have been attached to this staff report. Additional information about the settlement can be found at: <https://nationalopioidsettlement.com/remnant-settlements/>.

The Council agreed to put this on the Consent Agenda for the April 7th meeting.

MOTION: Council Member Bryant Brown **MOVED** to temporarily recess the City Council meeting to go into the RDA meeting then come back to finish the Closed Session. 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 Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

The Council recessed at 7:45 p.m.

IX. POSSIBLE CLOSED SESSION

The 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.

MAYOR: Mayor Dustin Gettel

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Denece Mikolash
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Adam Olsen, Community Development Director; Nate Rockwood, Assistant City Manager.

MOTION: Council Member Heidi Robinson **MOVED** to move into closed session to discuss pending litigation. The motion was **SECONDED** by Council Member Bryant Brown. 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 Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

The Council went into closed session at 7:53 p.m.

MOTION: Council Member Heidi Robinson **MOVED** to reconvene into open session. 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 Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

The Council reconvened into open session at 8:11 p.m.

XI. ADJOURN

MOTION: Council Member Paul Glover **MOVED** to adjourn the meeting. 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.

The meeting adjourned at 8:11 p.m.

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER
Approved this April 7, 2026



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MIDVALE CITY COUNCIL STAFF REPORT 4/7/2026

SUBJECT

Consideration of Resolution No. 2026-R-21 Authorizing the Mayor to Complete the Participation Forms on Behalf of Midvale City and Join the Remnant Defendants Settlement.

SUBMITTED BY

Garrett Wilcox, City Attorney

BACKGROUND AND OVERVIEW

Midvale City has been contacted by the National Opioids Settlements Notice and Claims Administrator for Six Remnant Defendants about participating in another national opioid settlement. This proposed settlement would resolve opioid litigation against Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., LLC, North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc., and their respective subsidiaries and divisions.

Midvale has previously participated in seven other opioid national settlements in coordination with the Utah Office of the Attorney General. The City most recently approved Resolution No. 2025-R-60 on October 7, 2025, which authorized the City to participate in the Secondary Manufacturers Settlements. This resolution also authorized the Mayor and City staff to complete any required forms to join future opioid settlements under certain conditions without additional City Council authorization. The Remnant Defendants' Settlement did not meet the criteria set forth by the City Council.

Unlike past opioid settlement agreements, the State did not participate in negotiating the settlement and will not receive funds. Local governments, including both counties and municipalities, will directly receive funds from a settlement fund based on an allocation percentage. Prior to being distributed to local governments, the \$97,625,000 settlement amount will first be used to pay taxes on the settlement fund, notice and administrative costs, and \$11,801,862.50 in attorneys' fees and expenses.

In order to participate, the City must complete a participation and release form no later than May 4, 2026. The participation form would have Midvale join the settlement agreement and waive all of Midvale's rights to individually sue any of the involved companies for opioid epidemic-related issues. In exchange, Midvale will receive approximately \$5,000 from the settlement fund. This money may only be spent on

opioid remediation, as more thoroughly detailed in Attachment 3. The entire Settlement Agreement Among Participating Subdivisions and Remnant Defendants can be found at: <https://nationalopioidsettlement.com/remnant-settlements/>.

The City Council discussed joining the Remnant Defendants Settlement during the City Council meeting on March 24, 2026. At the end of its discussion, the City Council directed staff to draft a resolution authorizing Midvale City to join the Remnant Defendants Settlement. Resolution No. 2026-R-21 authorizes the City to join the settlement by having the Mayor to execute the Six (6) Remnants Defendants' Combined Subdivision and Release Form on behalf of the City. The resolution also authorizes City staff, upon receiving any settlement amount, to spend the settlement amount on authorized opioid remediation uses in accordance with the settlement agreement without further City Council approval.

STAFF RECOMMENDATION

Staff recommends approving Resolution No. 2026-R-21 authorizing the Mayor to complete the participation forms on behalf of Midvale City and join the Remnant Defendants Settlement,

RECOMMENDED MOTION

I move that we approve Resolution No. 2026-R-21 authorizing the Mayor to complete the participation forms on behalf of Midvale City and join the Remnant Defendants Settlement.

ATTACHMENTS

1. Resolution No. 2026-R-21
2. Subdivision Participation Form
3. List of Opioid Remediation Uses

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-21**

**A RESOLUTION AUTHORIZING THE MAYOR TO COMPLETE THE PARTICIPATION
FORMS ON BEHALF OF MIDVALE CITY AND JOIN THE REMNANT DEFENDANTS
SETTLEMENT.**

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

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

WHEREAS, the City has not filed suit against any of the manufacturers, distributors, or pharmacies but is still eligible to participate in the Remnant Defendants Settlement; and

WHEREAS, in order to participate in the settlement agreement, the City must register with and complete the participation forms for the Remnant Defendants Settlement; and

WHEREAS, due to the high cost of litigation and the ability to receive some money for opioid remediation, it is in the City’s best interest to register for the Remnant Defendants Settlement.

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

1. The Midvale City Council authorizes Midvale City to join the Remnant Defendants Settlement by having the Mayor complete the Six (6) Remnant Defendants’ Combined Subdivision Participation and Release Form on behalf of the City.

3. The Midvale City Council authorizes Midvale City staff, upon receiving any settlement amount, to spend the settlement amount on opioid remediation uses in accordance with the Settlement Agreement Among Participating Subdivisions and Remnant Defendants.

APPROVED AND ADOPTED this 7th day of April, 2026.

Dustin Gettel, Mayor

ATTEST:

Rori L. Andreason, City Recorder

(Signatures appear on separate page.)

Voting by the City Council

“Aye”

“Nay”

Bonnie Billings

Paul Glover

Heidi Robinson

Bryant Brown

Denece Mikolash

EXHIBIT D

List of Opioid Remediation Uses

Schedule A

Core Strategies

Participating Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).

- A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES
 - 1. Expand³ training for first responders, schools, community support groups and families; and
 - 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

- B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT
 - 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 - 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 - 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

- C. PREGNANT & POSTPARTUM WOMEN

³ As used in this Exhibit D, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co- occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
 3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.
- D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)
1. Expand comprehensive evidence-based and recovery support for NAS babies;
 2. Expand services for better continuum of care with infant- need dyad; and
 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.
- E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES
1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
 2. Expand warm hand-off services to transition to recovery services;
 3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
 4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
 5. Hire additional social workers or other behavioral health workers to facilitate expansions above.
- F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre- arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:⁴

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

⁴ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—
OUD and any co-occurring SUD/MH conditions through evidence-based or
evidence-informed programs or strategies that may include, but are not limited to,
those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women-or women who could become pregnant-who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children’s Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience

OD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT G

**Six (6) Remnant Defendants’
Combined Subdivision Participation and Release Form
 (“Combined Participation Form”)**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



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

MIDVALE CITY PLANNING COMMISSION STAFF REPORT 4/7/2026

SUBJECT

Consider Resolution No. 2026-R-15 finding that a Station Area Plan for the Historic Sandy Trax Station is impracticable for the area located within Midvale City.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

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

Midvale has four stations in which the half-mile radius falls within its boundaries: Midvale Ft. Union, Midvale Center, Bingham Junction, and Fashion Place West. Station Area Plans have been adopted for all stations listed above. A very small portion of the radius for the Historic Sandy Station lies in the southeasternmost portion of Midvale, west of State Street, south of 8600 South.

HB 462 also recognizes the possibility that existing conditions within a station area radius may make development and adoption of a Station Area Plan impracticable. The area of Midvale included within the radius of the Historic Sandy Station contains limited space suitable for new development or redevelopment and lacks practical or direct connection to the station. Due to these conditions, the City may adopt a resolution, finding that a station area plan is impracticable.

If adopted, the resolution will proceed to the Wasatch Front Regional Council (WFRC) for approval.

STAFF RECOMMENDATION

Approval of Resolution No. 2026-R-15.

RECOMMENDED MOTION

I move that we approve Resolution No. 2026-R-15, finding that a Station Area Plan for the Historic Sandy Trax Station is impracticable for the area located within Midvale.

ATTACHMENT

Resolution No. 2026-R-15

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-15**

A RESOLUTION FINDING THAT A STATION AREA PLAN FOR THE HISTORIC SANDY TRAX STATION IS IMPRACTICABLE FOR THE AREA LOCATED WITHIN MIDVALE CITY, UTAH.

WHEREAS, Section 10-21-203.1 of the Utah Code requires each City with a fixed guideway transit station to adopt a Station Area Plan; and

WHEREAS, Section 10-21-203.3(a) further requires that if a Station Area Plan is included within the boundaries of more than one municipality, each municipality within the jurisdiction over the Station Area Plan shall develop a Station Area Plan for the portion of the Station Area over which the municipality has jurisdiction; and,

WHEREAS, Section 10-21-203.1(b)(ii) also recognizes the possibility that existing conditions in a Station Area such as development obstacles, environmental limitations, land ownership, land uses, market readiness, or other similar conditions may make the development and adoption of a Station Area Plan impracticable, and

WHEREAS, a municipality may satisfy the requirements under the Utah Code to develop a Station Area Plan by adopting a resolution describing the conditions that make developing and adopting a Station Area Plan impracticable; and

WHEREAS, Midvale has not developed or adopted a Station Area Plan for the portion of the Historic Sandy Station Area located within Midvale's boundaries (attached hereto as Exhibit A); and

WHEREAS, the portion of the Historic Sandy Station Area within Midvale's boundaries contains limited space suitable for new development or redevelopment; and

WHEREAS, this portion of the Station Area lacks practical or direct connection to the Historic Sandy Station; and

WHEREAS, Midvale supports the station area planning work related to the Historic Sandy Station Area that has been conducted by Sandy City; and

WHEREAS, the existing conditions in the portion of the Historic Sandy Station Area within Midvale make the development and adoption of a Station Area Plan impracticable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah that existing conditions of the portion of the Historic Sandy Station Area located within Midvale's boundaries make it impracticable for Midvale to develop and adopt a Station Area Plan to satisfy the requirements of Section 10-21-203.1 of the Utah Code.

APPROVED AND ADOPTED this 7th day of April, 2026.

Dustin Gettel, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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

EXHIBIT A





7505 S Holden Street
Midvale, UT 84047
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MIDVALE CITY COUNCIL STAFF REPORT April 7, 2026

SUBJECT

Consider **Resolution No. 2026-R-16** Authorizing the Mayor to Enter into an at-grade crossing Agreement between Midvale City and Utah Transit Authority for the 8000 South Bridge Replacement project

Branden Anderson, City Engineer

BACKGROUND AND OVERVIEW

The Utah Department of Transportation (UDOT) will be replacing a bridge structure located at about 80 E 8000 S. This bridge provides access across a canal that conveys water for Salt Lake City Public Utilities.

A betterment agreement for this project was approved by the Council in October 2025. It was to fund the portion of the roadway between the bridge and the Trax lines.

This agreement between Midvale and Utah Transit Authority (UTA) permits UDOT's contractor to construct the new bridge (box culvert) over the canal and to complete the related betterment improvements.

Staff recommends City Council approval the agreement with UTA for the betterment work. The legal review is complete, and a suspension of the rules is requested.

The schedule has adjusted back in that the contract was not finalized in fall of 2025. The anticipated completion is projected for winter 2026–27 or 2027-2028, depending on seasonal constraints related to canal water flow.

FISCAL IMPACT

This agreement has no financial impact. This is a mutual working agreement with UTA.

STAFF RECOMMENDATION

Staff recommends suspending the rules and approval of resolution 2026-R-16, entering into an agreement with UTA.

RECOMMENDED MOTION

I move that we suspend the rules and approve Resolution No. 2026-R-16, a resolution authorizing the Mayor to enter into an agreement with the UTA for the 8000 S. Bridge Replacement Project.

ATTACHMENT

1. Resolution No. 2026-R-16

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AT-GRADE
CROSSING AGREEMENT BETWEEN MIDVALE CITY AND UTAH TRANSIT
AUTHORITY FOR THE 8000 SOUTH BRIDGE REPLACEMENT PROJECT**

WHEREAS, Utah Department of Transportation (UDOT) acquired federal funding for bridge repairs and replacement within the State of Utah to help with aging infrastructure; and

WHEREAS, UDOT identified a bridge at approximately 80 East 8000 South (Bridge) as an aging bridge in need of replacement in their action plan; and

WHEREAS, UDOT acquired the funding and is overseeing design and construction of the Bridge with Midvale staff support for reviews, public involvement; and

WHEREAS, Midvale City wants to address deficient paving surrounding the Bridge and Trax line adjacent to the Bridge; and

WHEREAS, staff determined that this betterment would improve the roadway section and complete the work near the Trax lines; and

WHEREAS, Midvale owns the roadway known as 8000 South, which includes a bridge structure at approximately 80 East 8000 South; and

WHEREAS, Midvale currently owns an existing structure at approximately 80 East 8000 South, and UDOT, through its Contractor, plans to install a new box culvert and bridge structure, utilizing the surface of the Salt Lake City Corp Property, and

WHEREAS, UTA is willing to grant UDOT and Midvale permission and license for the Project work, upon the terms and conditions set forth in this agreement.

WHEREAS, an agreement has been prepared by UTA and reviewed by the City Council.

NOW THEREFORE BE IT RESOLVED, by the Midvale City Council that the attached Agreement between UTA and Midvale City is approved, and the Mayor is authorized to execute said agreement.

This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 7th day of April 2026.

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	_____	_____

AT-GRADE CROSSING AGREEMENT
(Interlocal Municipal At Grade Crossing Form)

UTA Contract # NS/S/7397/G
Mile Post: NS11.20
Latitude: 40.605842
Longitude: -111.888378
Midvale, Utah

THIS AT-GRADE CROSSING AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2026 (to be dated after the final executing signature by UTA), by and between UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah (hereinafter “UTA”), and Midvale City Corporation, a municipality and political subdivision of the state of Utah with a principal address of 7505 S Holden Street, Midvale, UT 84047 (hereinafter “Licensee”).

RECITALS

WHEREAS, UTA is the owner of a certain railroad corridor known as North South Light Rail Line (the “Right of Way”) acquired by UTA for the development and expansion of its public transportation system.

WHEREAS, Licensee currently operates and maintains an existing 66 foot wide roadway known as 8000 South consisting of asphalt roadway, curb, gutter and sidewalk (the “Existing At-Grade Crossing“) which crosses at approximately Mile Post NS1 1.20 (Latitude 40.605842, Longitude -111.888378) in Midvale, Utah for which no historical agreement has been located; and

WHEREAS, the Utah Department of Transportation and its contractor (collectively the “Project Agency”) are currently working on a project identified as PIN 21293; F-2090(1)1 (the “Project”) which consists of replacing the adjacent canal bridge which will additionally consist of mill and overlay, sidewalk, curb gutter, signage and manhole work (the “Future Improvements”) ; and

WHEREAS, Existing At Grade Crossing and Future Improvements may be referred to individually or collectively as (the “At Grade Crossing”); and

WHEREAS, for purposes of this Agreement, the term “Contractor“ shall mean the Project Agency specific to the Future Improvements and thereafter to the License for all future maintenance, reconstruction, relocation of the At Grade Crossing; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the At-Grade Crossing.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

ARTICLE I INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 “Construct” and “Construction” mean the initial installation of the At-Grade Crossing (or any improvements to the At Grade Crossing in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the At-Grade Crossing (or any improvements to the At-Grade Crossing) in or otherwise materially affecting the Right of Way.

1.2 “Emergency Access Manager” means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement shall be reached at (801) 562-1229. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 “Freight Operator” means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 “Governmental Authority” means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 “Hazardous Materials” mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms “response” and “remedial action” are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (24) and (25)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an “Environmental Law”); or (ii) which are defined as “hazardous wastes,” “hazardous substances,” “pollutants” or “contaminants” under any Environmental Law.

1.6 “Losses” mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials. The term “Losses” shall not include any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement judgements, interest or other costs excluded from Licensee’s indemnification obligations and assumed by UTA pursuant to Section 8.1 and 8.2 of this Agreement.

1.7 “Maintain” and “Maintenance” mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the At-Grade Crossing (or any improvements to the At-Grade Crossing) in or otherwise materially affecting the Right of Way.

1.8 “Master Interlocal Agreement” means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA’s rights of way are situated.

1.9 “Party” and “Parties” mean UTA or Licensee, and UTA and Licensee, respectively.

1.10 “Third Person” means any individual, corporation or legal entity other than UTA and Licensee.

1.11 “Track Improvements” mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.12 “UTA System” means any light rail, commuter rail, trolley, guided busway, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.13 “Utility” and “Utilities” mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.14 “At Grade Crossing” means the approximate 66 foot wide asphalt roadway, curb, gutter, sidewalk and shoulder improvements to be maintained by Licensee pursuant to this Agreement and located on and across the surface of the Right of Way at Mile Post NS11.20(Latitude 40.605842, Longitude -111.888378) on Main Line – TRAX in Midvale, Utah as described in Exhibit “A”, and the Future Improvements as described in Exhibit “A-1”. The term “At-Grade Crossing” shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the At-Grade Crossing that are authorized and approved by the UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.14.1 Licensee acknowledges that from time-to-time UTA requires maintenance, repairs and replacement of Track Improvements within the Right of Way affecting the At-Grade Crossing and shall coordinate in good faith regarding partial and or full road closures to accommodate Track Improvements with the Right of Way

1.15 “Work Window” means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the At-Grade Crossing within the Right of Way is permissible. UTA may, at any time and at UTA’s sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

ARTICLE II GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expenses incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder,

UTA hereby grants Licensee a license to Construct, Maintain and operate the At-Grade Crossing in the location shown and in conformity with the dimensions and specifications indicated on the attached print identified as Exhibit “A” and the Future Improvements on the attached print dated **November 6, 2025** and December 8, 2025 approved by UTA Engineer dated **February 20, 2026** marked Exhibit “A-1” (Exhibit “A and A-1” is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time real estate usage charge of **\$0.00** payable on or before the date of execution. Licensee also agrees to pay an upfront Flagging cost of **\$0.00** and Special Inspection cost of **\$0.00** (these fees are more clearly described in Section 5.1).

ARTICLE III ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee’s request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA’s permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee’s request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed by telephone prior to entering the Right of Way.

ARTICLE IV CONSTRUCTION AND MAINTENANCE OF THE AT-GRADE CROSSING

4.1 All Construction and Maintenance with respect to the At-Grade Crossing shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans (“Design Plans”) previously approved by UTA and attached hereto as Exhibit “A and A-1.” All Construction and Maintenance with respect to the At-Grade Crossing shall be performed in compliance with the standards set forth in the National Electric Safety Code (“NESC”) and/or the National Electric Code (“NEC”). UTA may impose requirements in addition to or more stringent than the NESC or NEC, if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the At-Grade Crossing shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or materially affecting the Right of Way in connection with the At-Grade Crossing to ensure

that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the At-Grade Crossing, Licensee shall not make any material deviation from the Design Plans without UTA's prior written approval.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the At-Grade Crossing, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the At-Grade Crossing "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the At-Grade Crossing. If so, Licensee will contact the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation have been accomplished. Licensee shall be solely responsible for all coordination with Union Pacific and any telecommunications companies. In coordinating the relocation or protection of fiber optic cable, Licensee shall not rely on any statements, engineering drawings or other oral or written representations of UTA or its representatives. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of: (a) any damage to or destruction of any telecommunications system proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the At-Grade Crossing; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company, proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the At-Grade Crossing. Except to the extent that liability is assumed by UTA as set forth in Section 8.1 and 8.2 of this Agreement. Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's Right of Way or a customer or user of services of the fiber optic cable on UTA's Right of Way.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, licenses, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the At-Grade Crossing including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefor.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform,

fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the At-Grade Crossing in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the At-Grade Crossing in compliance with all applicable environmental laws. Licensee shall take all suitable precautions to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If for whatever reason the Construction of the At-Grade Crossing causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities existing prior to the Construction of the At-Grade Crossing, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as is necessary to eliminate the interference.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the UTA, consistent with applicable Federal and State laws and regulations and to the satisfaction of UTA.

4.8 At the request of UTA, Licensee shall install markers identifying the location of the At-Grade Crossing and related appurtenances at the Right of Way boundaries (where the At-Grade Crossing enters and exits the Right of Way) or other locations where UTA may designate. Markers shall be installed in a form and size as may be determined by UTA and at the sole cost and expense of Licensee. UTA hereby expressly reserves the right to require Licensee to erect and maintain, at Licensee's sole cost and expense, any and all signs of any character and nature whatsoever (e.g. location of At-Grade Crossing, precautionary and/or warning signs, etc.) that UTA deems necessary or advisable in connection with the operation of the Wireline. Licensee shall install and/or erect any marker or sign that may be required under this Section within thirty (30) days after receiving written instructions from UTA.

4.9 Upon completion of any Construction or Maintenance relating to the At-Grade Crossing, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.10 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Any and all contractors used by Licensee in the Construction or Maintenance of the At-Grade Crossing are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

4.11 If Licensee fails to notify UTA a minimum of 10 days before the initial installation of the At-Grade Crossing or if Licensee's Contractor fails to obtain a Contractor Agreement Licensee agrees to pay UTA an additional three thousand dollars (**\$3,000**) as a fee for the initial inspection of the At-Grade Crossing, together with any other additional fees incurred by UTA to verify that the At-Grade Crossing was installed as per the approved plans. Such review and verification could include exposing the line to verify the depth of/height of and materials installed. If the At-Grade Crossing was not installed in the approved location, depth/height, and with the approved materials, as described in the approved plans, Licensee agrees

to remove the At-Grade Crossing and reinstall it according to the approved plans at Licensee's sole cost and expense.

**ARTICLE V
CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS**

5.1 The current cost of flagging is \$800/day for an eight (8)-hour day, \$1,200/day for a twelve (12)-hour day, and \$2,400/day for a fourteen (14) - hour day. Flagging is charged in blocks, with a minimum billing of an eight (8) - hour period. The current cost of OCS shutdown is \$600/occurrence. The current cost for a special inspector is \$76/hour with a two (2) -hour minimum charge per inspection/inspector. UTA has determined that zero (0), eight (8)-hour day for Flagging and zero (0), two (2)-hour day for a Special Inspection will be needed for the construction of this At-Grade Crossing. Licensee will pre-pay \$0.00 for Flagging, OCS shutdown and a Special Inspection at or before the execution of this Agreement. If after the construction of the At-Grade Crossing extra days of Flagging, OCS shutdown, or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within thirty (30) days of the date of completion of the At-Grade Crossing. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within thirty (30) days, reimburse UTA for the reasonable costs thereby incurred.

**ARTICLE VI
LICENSEE TO BEAR ALL COSTS RELATED TO AT-GRADE CROSSING**

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.2 and Article 8 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the At-Grade Crossing.

**ARTICLE VII
SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF AT-GRADE CROSSING**

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA. The grant of license for the At-Grade Crossing is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, within sixty (60) days after receipt of written notice from UTA, modify or relocate (or, if agreed between the Parties, allow UTA to modify or relocate) all or any portion of the At-Grade Crossing as UTA may reasonably designate. To the extent that the modification or relocation of the At-Grade Crossing is necessitated by the construction, reconstruction, modification or relocation of any UTA System, UTA shall be responsible for the costs of such relocation. To the extent that the modification or relocation of the At-Grade Crossing is necessitated because the At-Grade Crossing is conflicting with or

causing interference with any UTA or Third Person Track Improvements or Utilities existing prior to the Construction of the At-Grade Crossing, then Licensee shall be responsible for the costs of such modification or relocation. All the terms, conditions and stipulations herein expressed with reference to the At-Grade Crossing in the location described herein shall, so far as the At-Grade Crossing remains on UTA property, apply to the At-Grade Crossing as modified or relocated pursuant to this Section.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII INDEMNITY AND RELEASE

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any affiliates, successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees") from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the At-Grade Crossing; (b) negligence on part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the At-Grade Crossing; or (c) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the At-Grade Crossing exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during the performance of any Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons

including, without limitation, Third Persons having licenses or other interests in the Right of Way. Nothing contained herein shall be construed or deemed to be a release of any Third Persons by Licensee.

8.4 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE IX CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the At-Grade Crossing, and for all labor performed with respect to the At-Grade Crossing. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the At-Grade Crossing to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the At-Grade Crossing or any improvements, appliances, or fixtures connected therewith.

ARTICLE X TERMINATION

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the At-Grade Crossing in an active and substantial way for any continuous period of one (1) year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of thirty (30) days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such thirty (30)-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within thirty (30) days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the At-Grade Crossing from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

ARTICLE XI INSURANCE

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying UTA Contract Number NS/S/7397/G, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

"Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the At-Grade Crossing Agreement NS/S/7397/G in the railroad right of way known as the North South Light Rail Line at approximately Mile Post NS11.20 in Midvale, Salt Lake County, Utah"

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate the license granted hereby immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit “B” shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit “B”, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the At Grade Crossing which is the subject of this Agreement.

ARTICLE XII REMOVAL OF AT-GRADE CROSSING UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement pursuant to Article X hereof, Licensee shall, if requested in writing by UTA and at Licensee’s sole cost and expense, remove the At-Grade Crossing from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within thirty (30) days after receipt of the bill therefor. In the event UTA removes the At-Grade Crossing pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA’s written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a consolidation with an entity that: (a) is a successor governmental entity to Licensee; (b) is annexed with, merged into or consolidated with Licensee; or (c) that acquires substantially all of the assets of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

ARTICLE XIV SUCCESSORS AND ASSIGNS

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and assigns.

**ARTICLE XV
SEVERABILITY**

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

**ARTICLE XVI
NOTICES**

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

With a Copy to:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City, UT 84101
PropertyManagement@rideuta.com

Utah Transit Authority
Attn: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Licensee:

Midvale City
Attn: Branden Anderson, City Engineer
7505 S Holden Street
Midvale, UT 84047

**ARTICLE XVII
NO IMPLIED WAIVER**

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part, of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

**ARTICLE XVIII
ENTIRE AGREEMENT - COUNTERPARTS**

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW**

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

**ARTICLE XX
SPECIAL PROVISIONS**

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

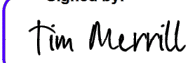
{Signatures on following page}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA

UTAH TRANSIT AUTHORITY

UTA Engineering

Signed by:


Tim Merrill
Assistant Attorney General

By: _____
Paul Drake
Director, Real Estate & TOD

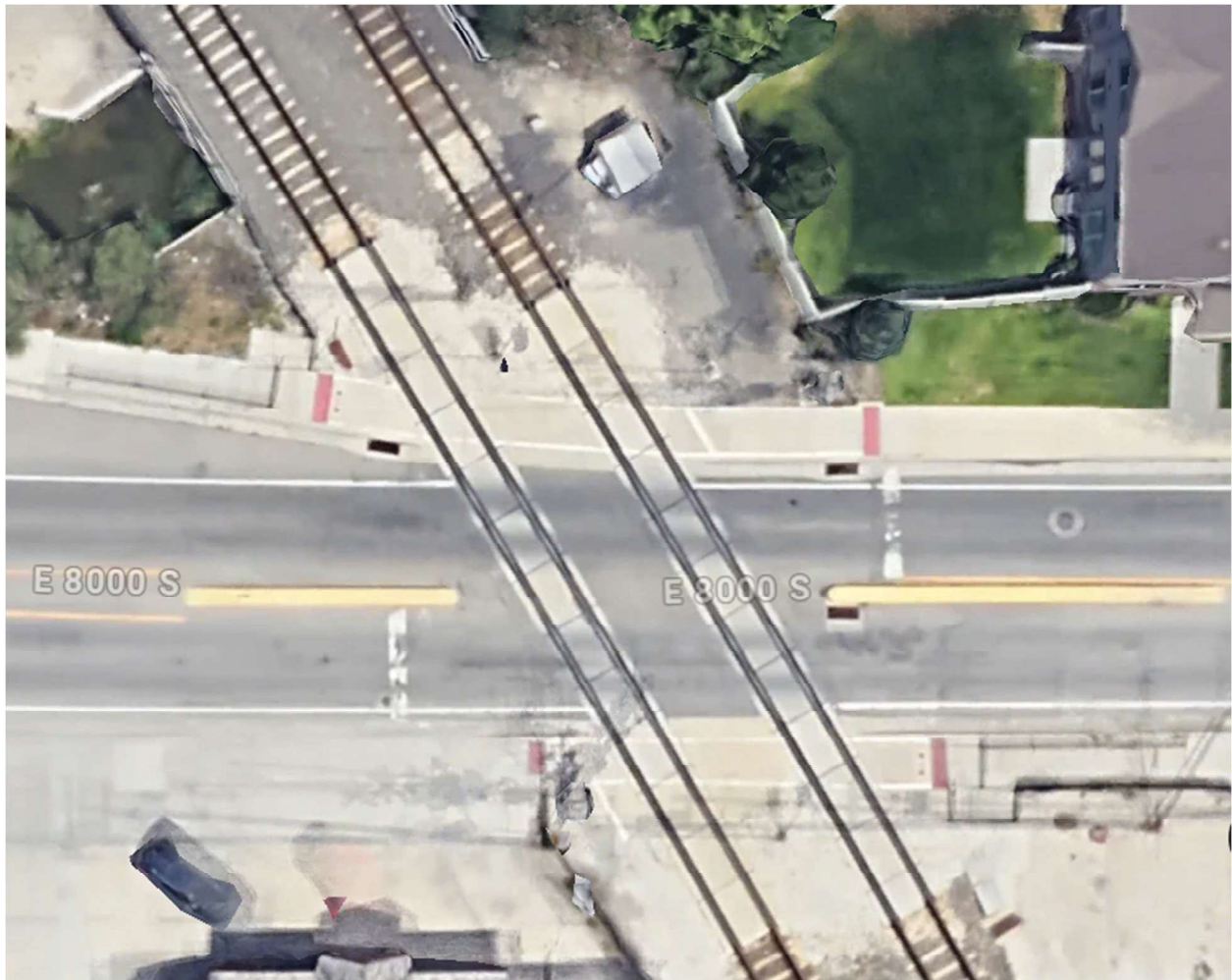
By: _____
Spencer Burgoyne
Manager, Property Administration

By: _____
Gabriel Benavides
Property Administrator

LICENSEE

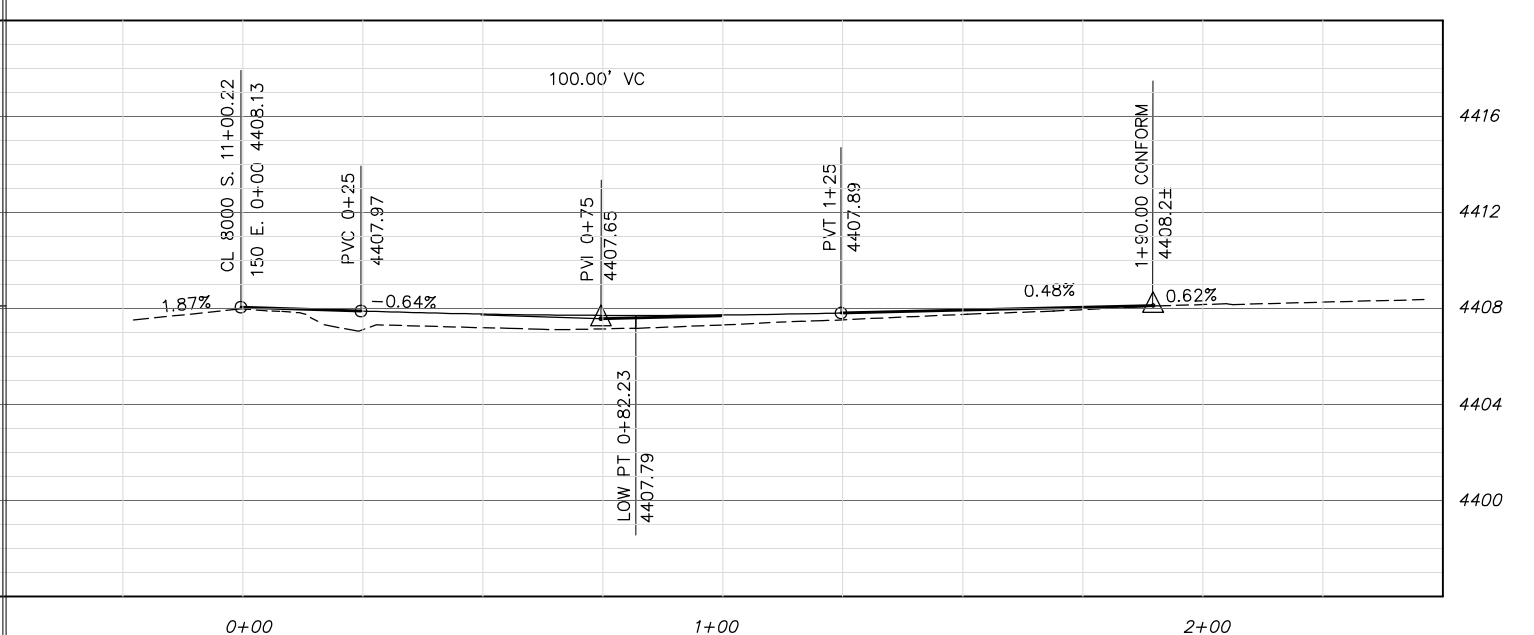
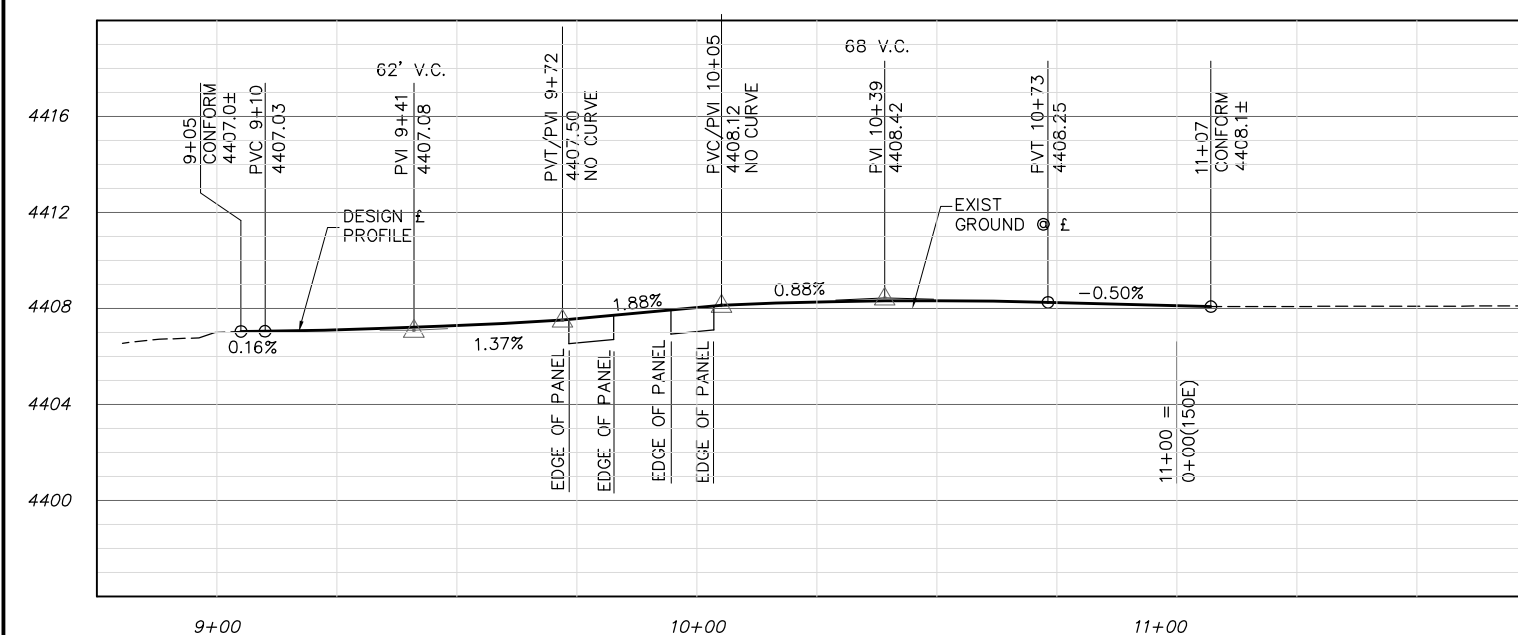
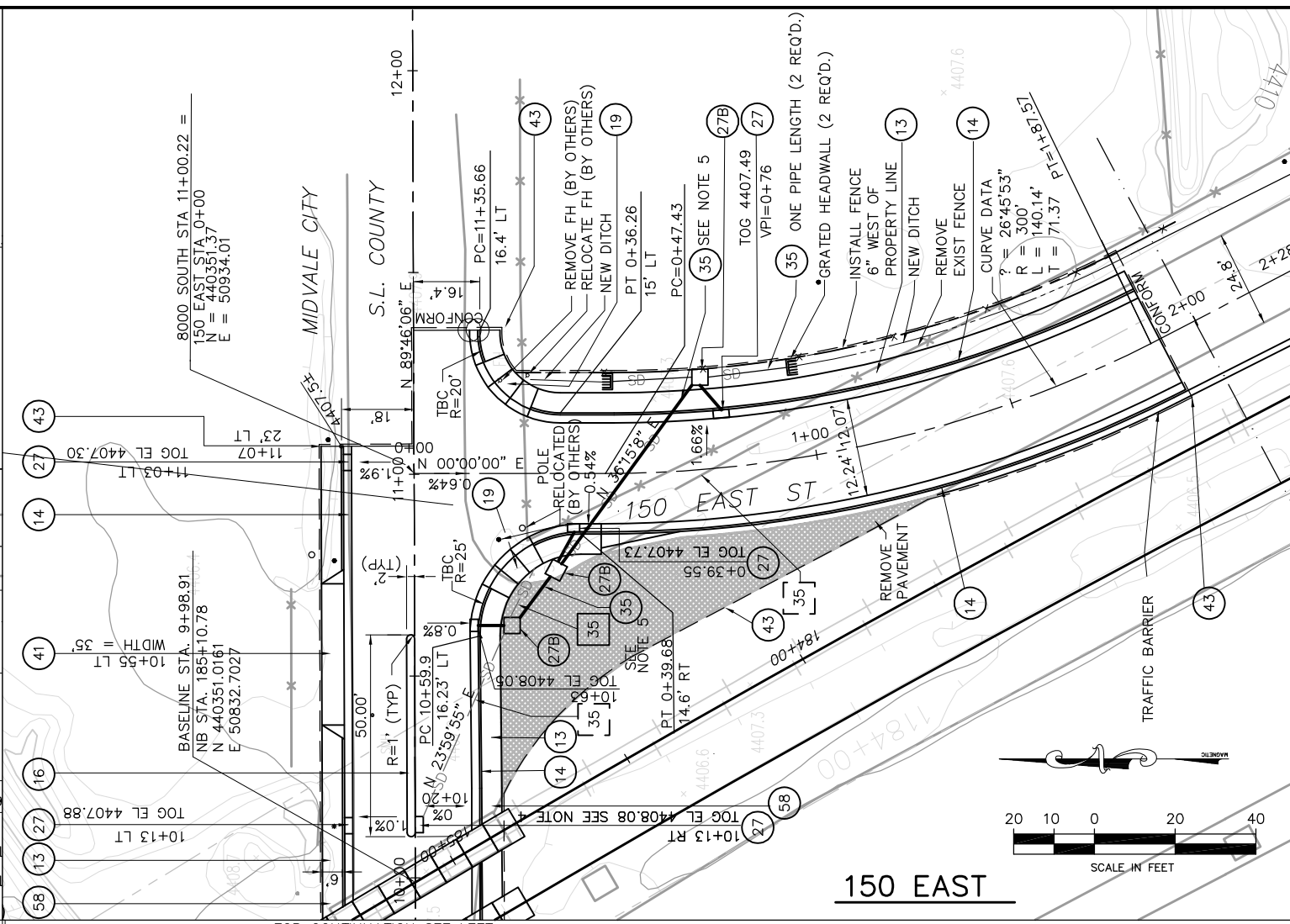
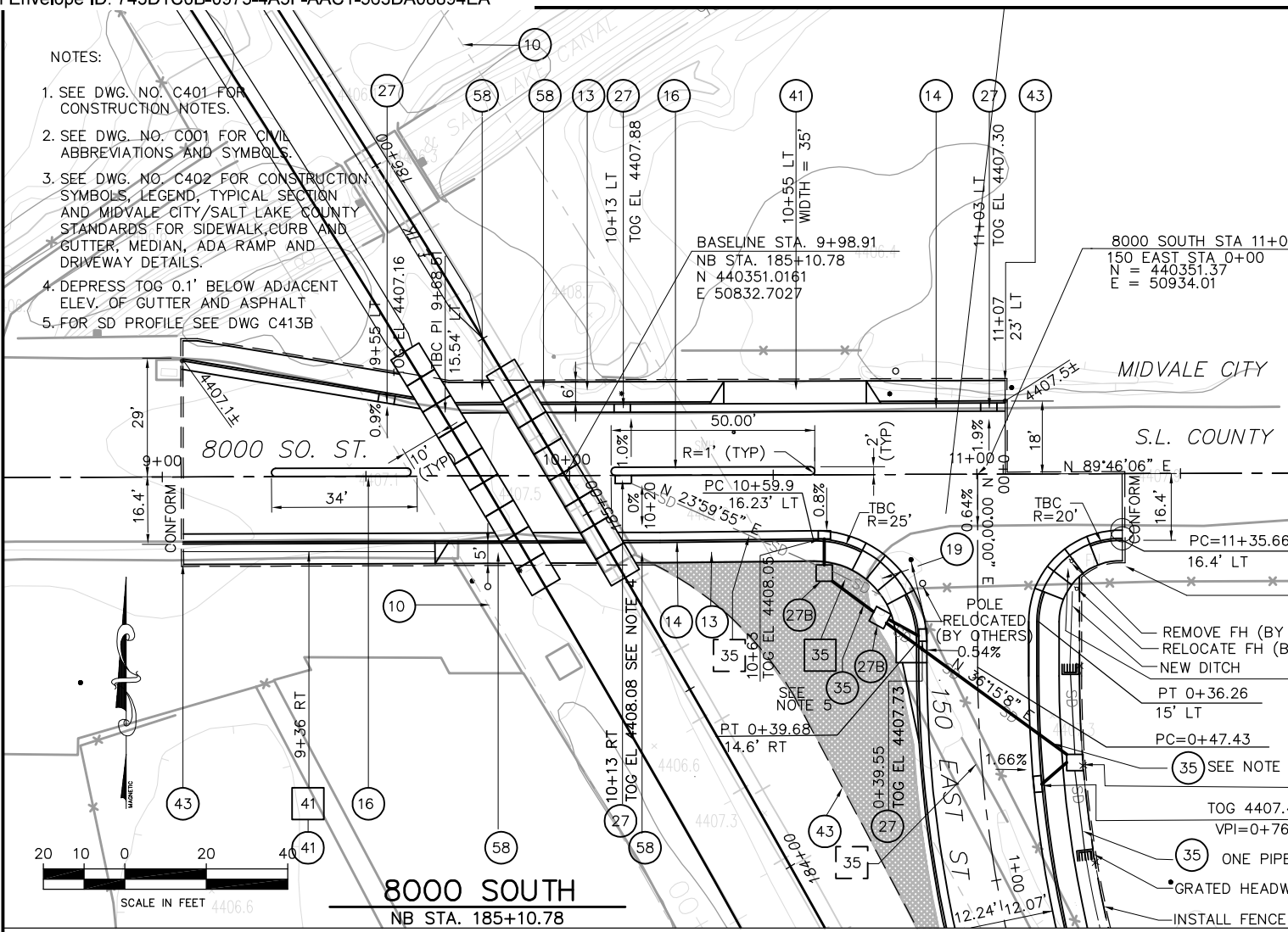
By: _____
Dustin Gettel, Mayor
Midvale City Corporation

EXHIBIT "A"
EXISTING AT GRADE CROSSING

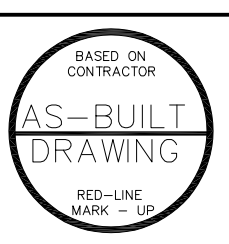


- NOTES:
1. SEE DWG. NO. C401 FOR CONSTRUCTION NOTES.
 2. SEE DWG. NO. C001 FOR CIVIL ABBREVIATIONS AND SYMBOLS.
 3. SEE DWG. NO. C402 FOR CONSTRUCTION SYMBOLS, LEGEND, TYPICAL SECTION AND MIDVALE CITY/SALT LAKE COUNTY STANDARDS FOR SIDEWALK, CURB AND GUTTER, MEDIAN, ADA RAMP AND DRIVEWAY DETAILS.
 4. DEPRESS TOG 0.1' BELOW ADJACENT ELEV. OF GUTTER AND ASPHALT.
 5. FOR SD PROFILE SEE DWG C413B

XREF'S
 X412C10
 X412P10
 X53LRTRK
 ZGKPRFGD
 JV-LOGO
 UTABOR



REV	DATE	Description
10/15/02	AS-BUILT MARK-UPS BY UTA	
6/9/98	PC 24 (NEW DRAWING)	



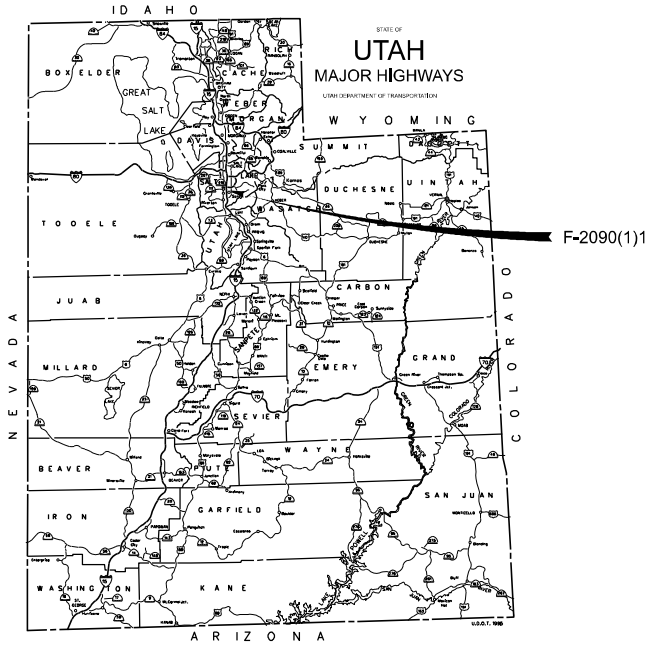
Designed By:
J. SEBBA
 Drawn By:
L. MCD
 Checked By:
 Approved By:

**RAILROAD CORRIDOR
 GRADE CROSSING
 PLAN & PROFILE
 8000 SOUTH & 150 EAST**

Scale:
H: 1"=20' V: 1"=4'
 CADD Filename:
L53C413A
 Submittal Date
JUNE 05, 1998
 UTA Contract No.:
UT-16VT-L53
 Drawing No.:
C413a

**EXHIBIT “A-1”
DESIGN PLANS FUTURE IMPROVEMENTS**

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and mile post location]



UTAH

DEPARTMENT OF TRANSPORTATION

SHEET NO.
1

U.S. Standard Units
(Inch-Pound Units)

ALL UNITS IN FEET UNLESS OTHERWISE NOTED

PLANS OF PROPOSED PROJECT
FEDERAL AID PROJECT

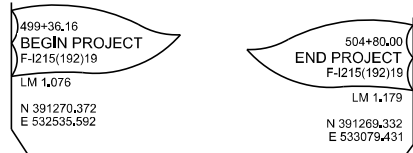
F-2090(1)1 PIN: 21293

BFP: MIDVALE CITY

BRIDGE REPLACEMENT 035035F

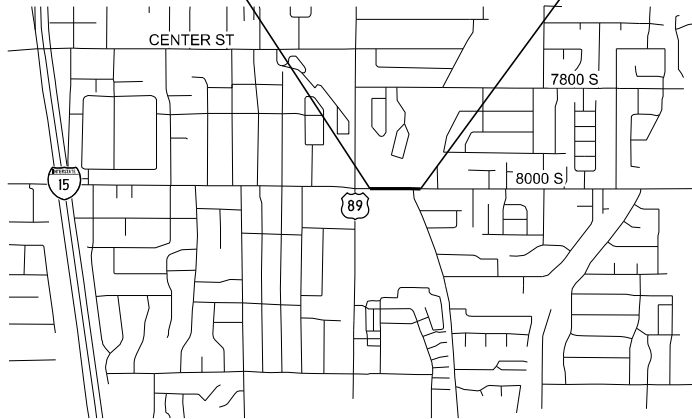
SALT LAKE COUNTY

LENGTH 0.103 MILES



ROADWAY DRAWINGS		
SHEET NO.	NO. OF SHEETS	DESCRIPTION
1	1	TITLE
1-A	1	SIGNATURES
1-B	1	ABBREVIATIONS AND LEGEND
HC-01	1	HORIZONTAL CONTROL
SC-01	1	SURVEY CONTROL
TS-01 TO TS-02	2	TYPICAL SECTION
DT-01	1	DETAILS
SM-01 TO SM-05	5	SUMMARY
MOT-01	1	MAINTENANCE OF TRAFFIC
RD 01 TO RD 02	2	ROADWAY
RP-01	1	ROADWAY PROFILE
RMV-01 TO RMV-02	2	REMOVAL
UTDT-01	1	UTILITY DETAIL
UT-01 TO UT-02	2	UTILITY
GR-01	1	GRADE
DRDT-01	1	DRAINAGE DETAILS
DR-01 TO DR-02	3	DRAINAGE

STRUCTURE DRAWINGS		
DRAWING NO.	NO. OF SHEETS	DESCRIPTION
035269E	10	8000 S OVER JORDAN AND SALT LAKE CANAL



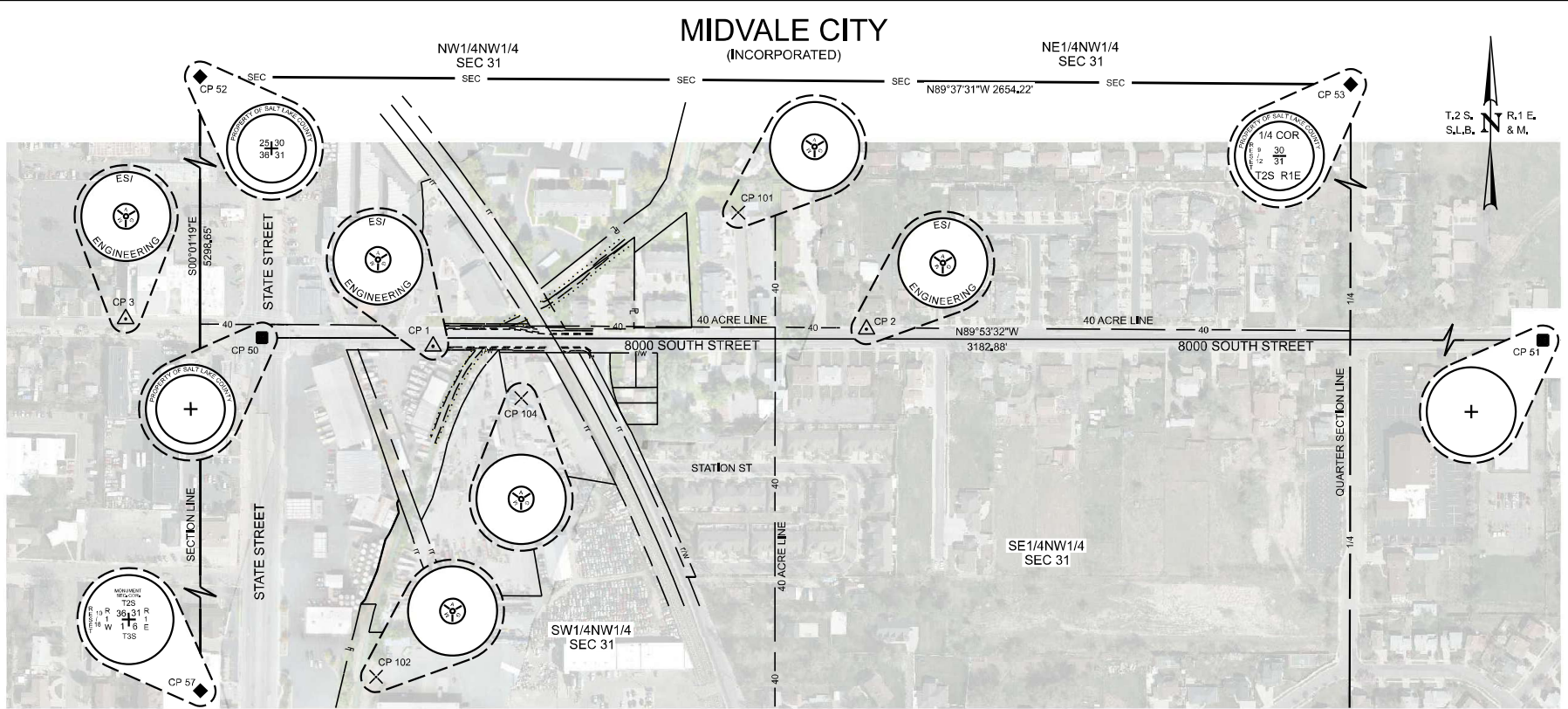
VERIFIED FOR SUBMISSION FOR ADVERTISEMENT

DESIGN ENGINEER

UTAH DEPARTMENT OF TRANSPORTATION
APPROVED FOR ADVERTISEMENT

REGION TWO PRECONSTRUCTION ENGINEER

OBTAIN COUNTY PERMIT FOR ANY GOVERNMENT
SURVEY MONUMENT WITHIN THIRTY FEET OF WORK
PER UDOT SPECIFICATION 00820 AND 01721.



PRIMARY CONTROL POINTS FOR BFP: MIDVALE CITY BRIDGE REPLACEMENT 035035F

MONUMENT #	PROJECT COORDINATES - NAVD 88 US SURVEY FEET			STATE PLANE UTAH CENTRAL ZONE NAD83 - US SURVEY FEET		GEODETIC COORDINATES - NAD 83			DESCRIPTION
	NORTHING	EASTING	ELEVATION	NORTHING	EASTING	LATITUDE	LONGITUDE	HEIGHT	
1*	391,253,519	532,643,989	4,407.90	7,389,641,045	1,532,309,627	40°36'20.87926"N	111°53'21.62279"W	4,351.91	MAG NAIL AND WASHER
2*	391,290,975	533,642,649	4,414.11	7,389,678,492	1,533,308,070	40°36'21.29204"N	111°53'08.68010"W	4,358.15	MAG NAIL AND WASHER
3*	391,314,413	531,935,545	4,395.77	7,389,701,925	1,531,601,338	40°36'21.45027"N	111°53'30,80919"W	4,339.77	MAG NAIL AND WASHER
50	391,270,920	532,249,433	4,398.48	7,389,658,442	1,531,915,158	40°36'21.03416"N	111°53'26,73806"W	4,342.48	MON - 8000 SOUTH STATE ST.
51	391,264,933	535,432,309	4,443.64	7,389,652,456	1,535,097,339	40°36'21,11038"N	111°52'45,48078"W	4,387.80	MON - 8000 SOUTH 400 EAST
52	392,626,982	532,106,390	4,395.36	7,391,014,208	1,531,772,146	40°36'34,42473"N	111°53'28,66910"W	4,339.36	MON - NORTHWEST COR, SEC. 31
53	392,609,621	534,760,554	4,418.89	7,390,996,851	1,534,425,731	40°36'34,36653"N	111°52'54,26257"W	4,363.03	MON - NORTH 1/4 SEC. 31
57	387,328,335	532,108,427	4,414.27	7,385,716,717	1,531,774,182	40°35'42,07856"N	111°53'28,34228"W	4,358.20	MON - SOUTHWEST COR, SEC. 31
101	391,558,830	533,347,244	4,408.43	7,389,946,289	1,533,012,729	40°36'23,92562"N	111°53'12,52420"W	4,352.49	MAG NAIL - AERIAL TARGET
102	390,489,683	532,512,733	4,410.81	7,388,877,375	1,532,178,401	40°36'13,32754"N	111°53'23,28099"W	4,354.81	MAG NAIL - AERIAL TARGET
104	391,131,583	532,846,819	4,410.12	7,389,519,136	1,532,512,413	40°36'19,68335"N	111°53'18,98880"W	4,354.14	MAG NAIL - AERIAL TARGET

GEODETIC COORDINATES AND STATE PLANE COORDINATES SHOWN HEREON WERE DERIVED USING THE UTAH REFERENCE NETWORK (TURN VRS NETWORK), FOR MAPPING AND PROJECT CONTROL PURPOSES. THE STATE PLANE COORDINATES WERE SCALED FROM UTAH CENTRAL ZONE COORDINATE 0.0 USING THE COMBINED AREA FACTOR DERIVED USING THE PROJECT LOCATION SHOWN BELOW AND APPLYING THE FALSE NORTHING AND FALSE EASTING OFFSETS AS SHOWN BELOW. CONTROL POINT ELEVATIONS ARE DERIVED FROM GPS OBSERVATIONS. CONTROL POINT 1 WAS USED AS THE ELEVATION BENCHMARK FOR THE PROJECT. CONTROL POINTS 2 AND 3 HAVE LEVELD ELEVATIONS FROM CONTROL POINT 1. CONTROL POINTS WITH LEVELD ELEVATIONS ARE INDICATED WITH AN ASTERISK (*). THE ANTICIPATED ACCURACY FOR WORK PERFORMED BY ESI IS TWO CENTIMETER LOCAL ACCURACY FOR TOPOGRAPHIC AND MAPPING SURVEY (+/- 0.07' HORIZONTAL AND +/- 0.07' VERTICAL).

HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (2011)
 VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988
 COORDINATE SYSTEM: U.S. STATE PLANE 1983, UTAH CENTRAL ZONE, PROJECTED AT GROUND

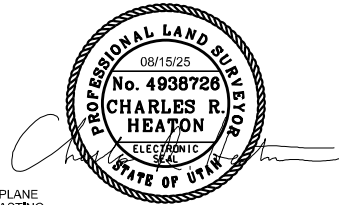
GEIOD MODEL: GEOD18

UNITS: U.S. SURVEY FOOT

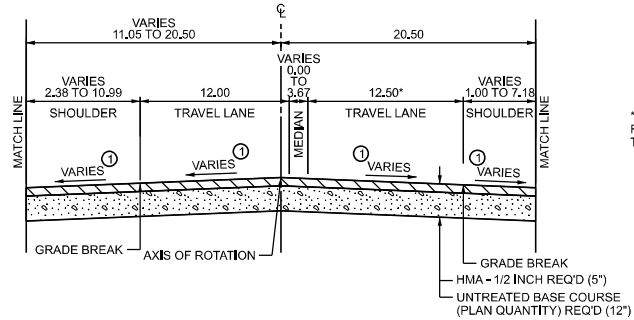
COMBINED SCALE FACTOR: 1,0002182074
 OFFSET NORTHING: -7,000,000
 OFFSET EASTING: -1,000,000

PROJECT LATITUDE: 40°36'20.87926"N
 PROJECT LONGITUDE: 111°53'21.62279"W
 PROJECT HEIGHT: 4,351.91

TO CONVERT PROJECT COORDINATES TO STATE PLANE VALUES USE THE FOLLOWING:
 (PROJECT NORTHING + 7,000,000) / 1,0002182074 = STATE PLANE NORTHING
 (PROJECT EASTING + 1,000,000) / 1,0002182074 = STATE PLANE EASTING



UTAH DEPARTMENT OF TRANSPORTATION		REGION TWO - ESI ENGINEERING	
DRAWN BY CWIN	CHECKED BY CWIN	DATE 08/15/25	APPROVED BY [Signature]
PROJECT BFP: MIDVALE CITY BRIDGE REPLACEMENT 035035F		COUNTY SALT LAKE	
PROJECT NUMBER F-2090(11)		SHEET NO. SC-01	
SURVEY CONTROL		REVISIONS	
DATE		REMARKS	

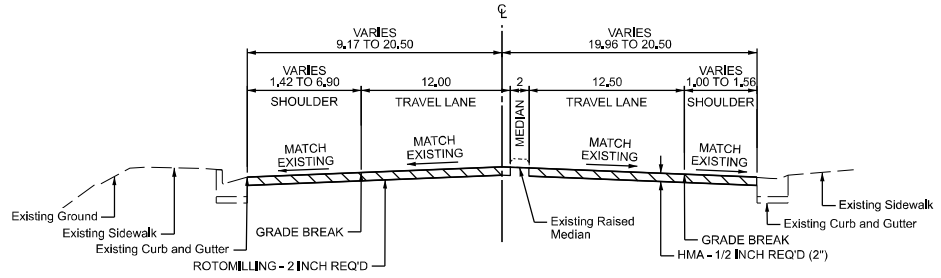


DS
GLT 2/20/2026

*VARIES FROM 12.82 501+11.50 TO 12.50 501+27.99

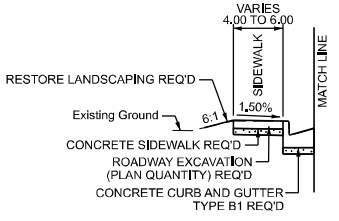
TYPICAL SECTION 1

8000 SOUTH
501+11.50 TO 502+59.36
DESIGN SPEED 35 MPH
CLEAR ZONE 10 FT

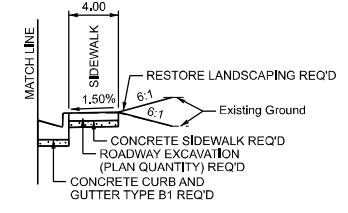


TYPICAL SECTION 2

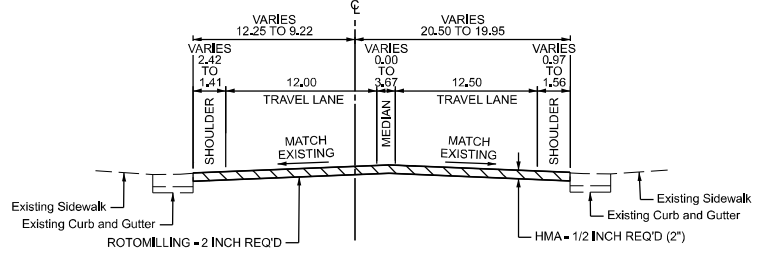
8000 SOUTH
502+59.36 TO 502+92.53
503+38.02 TO 503+86.29
DESIGN SPEED 35 MPH
CLEAR ZONE 10 FT



SIDE TREATMENT A
501+11.50 TO 501+97.79
502+22.54 TO 502+56.45

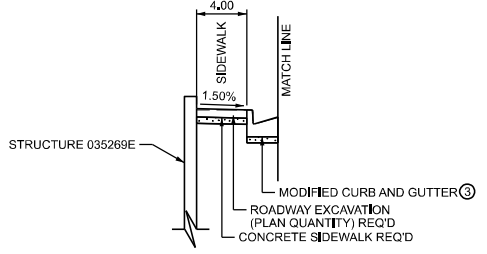


SIDE TREATMENT C
501+11.50 TO 501+42.74
501+67.49 TO 502+25.00

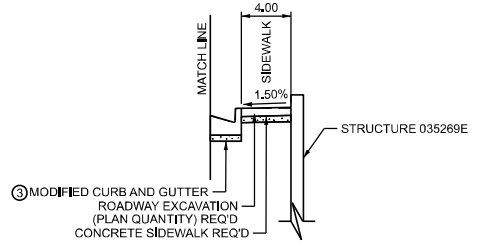


TYPICAL SECTION 3

8000 SOUTH
502+92.53 TO 502+96.89
503+06.05 TO 503+17.89
503+27.06 TO 503+38.02
DESIGN SPEED 35 MPH
CLEAR ZONE 10 FT



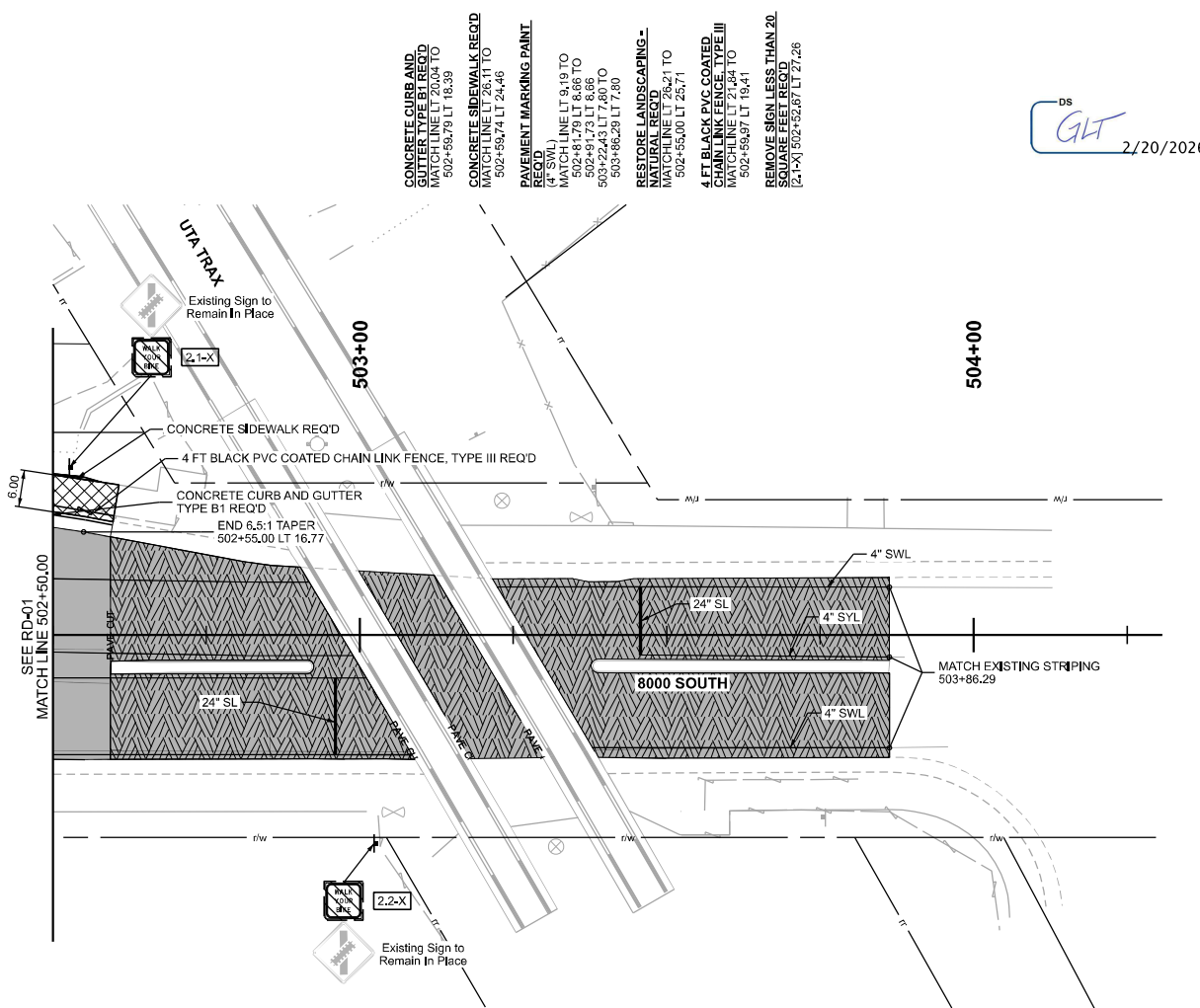
SIDE TREATMENT B
501+97.79 TO 502+22.54



SIDE TREATMENT D
501+42.74 TO 501+67.49

- NOTES:**
- ① SEE GRADING SHEET, GR SERIES FOR CROSS SLOPE INFORMATION.
 - ② SEE RD SHEETS FOR LANE AND SHOULDER TAPER LOCATIONS
 - ③ SEE STRUCTURES SHEETS FOR CURB AND GUTTER DETAIL.

UTAH DEPARTMENT OF TRANSPORTATION KIMLEY-HORN		APPROVED <i>Amelia Newkirk</i> PROFESSIONAL ENGINEER	DATE 12/12/2025	QC CHECKED BY	APPROVED BY	NO.	DATE	REVISIONS
PROJECT BRIDGE REPLACEMENT 035035F	PROJECT NUMBER F-2090(1/1)	DATE 2/20/2026	DRAWN BY AM/L	CHECKED BY CH/P	APPROVED BY	NO.	DATE	REVISIONS
BPP: MIDVALE CITY		TYPICAL SECTION		SHEET NO.		TS-02		



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2/20/2026

LEGEND:

- ASPHALT PAVEMENT
- CONCRETE DRIVEWAY
- CONCRETE SIDEWALK
- HMA OVERLAY, SEE TYPICAL SECTION
- RESTORE LANDSCAPING - NATURAL
- RESTORE LANDSCAPING - GRASS
- RESTORE LANDSCAPING - GRAVEL

SIGN CODE LEGEND:

- N - NEW SIGN
- R - RELOCATE SIGN
- X - REMOVE SIGN
- SIGN CODE
SIGN NUMBER
SHEET NUMBER

STRIPING KEY:

- SWL - SOLID WHITE LINE
- SYL - SOLID YELLOW LINE
- DYL - DOUBLE YELLOW LINE
- BWL - BROKEN WHITE LINE
- DWL - DOTTED WHITE LINE
- LDL - LANE DROP LINE
- S&BYL - SOLID AND BROKEN YELLOW LINE
- SL - STOP LINE

PAVEMENT MARKING PAINT REQ'D

- (4" SWL) MATCH LINE RT 2.81 TO 502+88.87 LT 3.34
- (4" SWL) MATCH LINE RT 7.00 TO 503+45.75 RT 3.26 TO 503+86.29 RT 3.60
- (24" SWL) MATCH LINE RT 19.50 TO 503+37.94 RT 18.40 TO 503+86.29 RT 18.40

PAVEMENT MESSAGE PAINT REQ'D

- (24" STOP LINE) 502+96.00 RT 7.00 TO 503+45.75 RT 19.50
- (24" STOP LINE) 503+45.75 LT 7.80

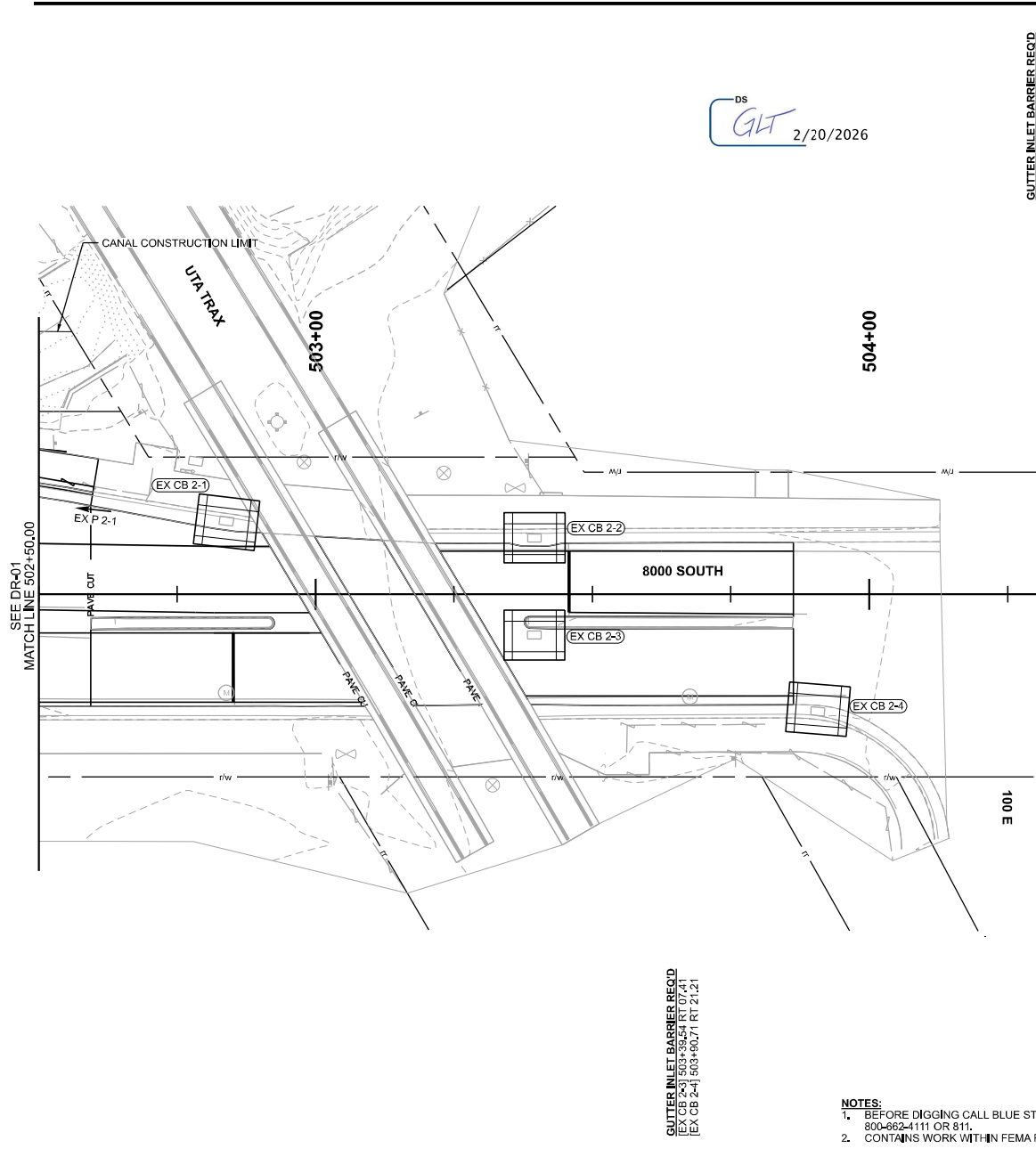
REMOVE SIGN LESS THAN 20 SQUARE FEET REQ'D

- [2.2-X] 503+02.53 RT 33.87

NOTES:

- SEE REMOVAL SHEETS, RMV SERIES, FOR PAVEMENT INFORMATION.

UTAH DEPARTMENT OF TRANSPORTATION		KIMLEY-HORN	
PROJECT:	BFP: MIDVALE CITY	DRAWN BY:	AM/L
PROJECT NUMBER:	BRIDGE REPLACEMENT 035035F	QC CHECKED BY:	CHP
	F-2090(11)	DATE:	12/12/2025
	Roadway	APPROVED:	<i>Amelia Newbert</i>
		DATE:	12/12/2025
SHEET NO. RD-02		REVISIONS	
		NO.	DATE
		APPROVED BY	REMARKS



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GILT 2/20/2026

GUTTER INLET BARRIER RECORD
[EX CB 2-1] 502+83.95 LT 12.87
[EX CB 2-2] 503+39.56 LT 10.16

GUTTER INLET BARRIER RECORD
[EX CB 2-3] 503+39.54 RT 07.41
[EX CB 2-4] 503+50.71 RT 21.21

- NOTES:**
- BEFORE DIGGING CALL BLUE STAKES FOR LOCATION OF UNDERGROUND UTILITIES: 800-862-4111 OR 811.
 - CONTAINS WORK WITHIN FEMA FLOOD ZONE: YES OR **NO**

PROJECT		BFP: MIDVALE CITY		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
PROJECT NUMBER		BRIDGE REPLACEMENT 035035F		KIMLEY-HORN			
		PIN 21293		APPROVED			
		DRAINAGE		 PROFESSIONAL ENGINEER			
				DATE		DATE	
				12/12/2025			
				CHECKED BY		APPROVED BY	
				OC		DATE	
				EAP		DATE	
				EML		REMARKS	

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 1/16/2025

**EXHIBIT “B”
INSURANCE REQUIREMENTS**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the At-Grade Crossing is in all places more than fifty (50) feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a “claims made” form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
 - a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker’s Compensation and Employer’s Liability Insurance:** Policy covering Licensee’s statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance (RRPLI):** During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee’s Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.
 - a. If the Licensee and/or Licensee’s Contractor is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.
- E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

F. Other Insurance Provisions:

- a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Licensee will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.
- d. All policies shall contain a waiver of subrogation in favor of UTA.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/ \$6,000,000 aggregate)

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e., premium quotes, application) please contact Darren Bauer at:

Phone: (801) 287-2371
Email: darren.bauer@rideuta.com

Send or hand deliver Checks and Applications to the following address:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City, UT 84101

**EXHIBIT “C”
SPECIAL PROVISIONS**

Licensee or Licensee’s contractor must first obtain a TRAX Track Access Permit from UTA before any access will be allowed on UTA property. The current contact person for obtaining a TRAX Track Access Permit is Jeff Woodhead at (385) 218-8190, or such other contact as shall be identified on UTA’s website location noted below.

A copy of the permit that shall be filled out and submitted can be found on UTA’s website, under the Track Access Permit tab.

<https://www.rideuta.com/Doing-Business/Property-Management>

Note: Access Permits will not be issued without first having an executed Contractor’s Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor’s Employees have gone through UTA’s Roadway Worker Training, if applicable.

Licensee or Licensee’s contractor shall only cross the Right of Way at designated Public Crossings.

SPECIFIC TO PROJECT AGENCY:

Project Agency shall provide a traffic control plan for UTA review approval

Work to be performed during UTA non-revenue hours of operation unless otherwise determined by Trax Track Access Permitting

No work shall occur within 10’-0” from the Overhead Catenary System (OCS). If clearance cannot be maintained, OCS power shutdown shall be required.



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

MIDVALE CITY COUNCIL STAFF REPORT April 7, 2026

SUBJECT

Consideration of Resolution 2026-R-17 a resolution approving the award of a contract for the 2026 Water Pipeline Project to Noland and Son Construction Co. Inc.

SUBMITTED BY

Branden Anderson, City Engineer

BACKGROUND AND OVERVIEW

As part of Midvale City's ongoing efforts to improve the community's drinking water systems, Hansen Allen and Luce completed a Drinking Water Master Plan in 2020. The study identified high-priority maintenance areas due to factors such as aging infrastructure, replacing transient pipe, capacity issues, and future growth projections. The proposed 2026 Water Pipeline Project targets those critical areas; a similar initiative was last completed in 2024 on 700 West.

Following procurement procedures, the City issued a request for bids to find a contractor to complete the 2026 Water Pipeline Project. Nine bids were evaluated based on project approach, qualifications, and price. Noland & Son Construction Co. Inc. received the highest total score from Selection Team (City staff and Consultant Engineer) and is recommended for the 2026 Water Pipeline Project, scheduled for completion by Fall 2026 or Spring of 2027. The contract amount is \$3,872,874.00 and requires Council approval.

We received nine bids, resulting in a highly competitive selection process, which is beneficial for us, though unfortunately it meant that eight qualified contractors—several of whom we value working with—were not selected. The proposed project schedule calls for completion within 240 calendar days from the Notice to Proceed, which may allow the work to be finished before the winter shutdown period of October 15, 2026, through March 15, 2027. If completion extends beyond that window, the remaining work would be finished in the spring of 2027. The overall completion date is dependent on the project start date and the timing of required work on State Street.

Staff recommends City Council approval of the contract with Noland & Son Construction Co. Inc. The legal review is complete, and given the project timeline to start, a suspension of the rules is requested.

FISCAL IMPACT

The total contract amount of \$3,872,874.00 will be paid out of the bond proceeds set aside for the water line infrastructure improvements.

STAFF RECOMMENDATION

Approval of Resolution No. 2026-R-17.

RECOMMENDED MOTION

I move that we suspend the rules and approve Resolution No. 2026-R-17, approving a contract with Noland & Son Construction Co. Inc. for execution of the 2026 Water Pipeline Project Contract.

ATTACHMENTS

1. Resolution No. 2026-R-17
2. Midvale 2025 Water Pipeline Project

RESOLUTION NO. 2026-R-17

A RESOLUTION APPROVING THE AWARD OF A CONTRACT FOR THE 2026 WATER PIPELINE TO NOLAND AND SON CONSTRUCTION COMPANY INC.

WHEREAS, Midvale City engaged Hansen, Allen and Luce Inc. to prepare a comprehensive Drinking Water Master Plan; and

WHEREAS, City staff determined that a project should be developed to address deficiencies within the drinking water system that were identified in the Drinking Water Master Plan; and

WHEREAS, Hansen, Allen and Luce Inc subsequently designed and assembled the project specifications for public advertisement in accordance with the study's findings; and

WHEREAS, Midvale City publicly advertised and solicited bid proposals for the 2026 Water Pipeline Project; and

WHEREAS, upon careful evaluation of submitted proposals, City staff determined that Noland & Son Construction Co. Inc. achieved the highest ranking based on established review criteria pertaining to this project; and

WHEREAS, a Contract for the execution of the 2026 Water Pipeline Project has been prepared and duly reviewed by City staff and the City Council;

WHEREAS, the evaluation team and determined that Noland & Son Construction Co. Inc. received the highest score based on the criteria of said project; and

NOW THEREFORE BE IT RESOLVED, by the Midvale City Council that they hereby approve the selection of Noland and Son Construction Co. Inc. as the contractor for the 2026 Water Pipeline Project and authorize the Mayor to execute the Agreement Between Owner and Contractor for Construction Contract, with such other terms as required by Midvale City legal counsel.

APPROVED AND ADOPTED this _____ day of _____, 2026.

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

DOCUMENT 00 50 00

AGREEMENT FORM

THIS AGREEMENT dated as of the 26TH day of March, 2026, is by and between Midvale City (hereinafter called OWNER), and Noland and Son (hereinafter called CONTRACTOR). OWNER, and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

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

This project consists of the construction of twelve different drinking water pipeline replacement projects in Midvale City, Utah. The Cooper Street waterline project consist of roughly 372 feet of 8-inch diameter PVC pipeline. The Alta View Drive project consists of approximately 412 feet of 8-inch diameter PVC pipeline. The Olympus Street project consists of approximately 1,663 feet of 8-inch diameter PVC pipeline. The Wood Street project consists of approximately 2,496 feet of 8-inch diameter PVC pipeline. The Marquette Drive project consists of approximately 551 feet of 8-inch diameter PVC pipeline. The Wilson Street project consists of approximately 734 feet of 8-inch diameter PVC pipeline. The Cox Lane project consists of approximately 791 feet of 8-inch diameter PVC pipeline. The 900 East/Casa Negra Avenue project consists of approximately 1,476 feet of 8-inch diameter PVC pipeline. The Casa Blanca Drive project consists of approximately 470 feet of 8-inch diameter PVC pipeline. The Casa Blanca Avenue/Circle project consists of approximately 723 feet of 8-inch diameter PVC pipeline. The Casa Verde Street project consists of approximately 413 feet of 8-inch diameter PVC pipeline. The Mecham Lane project consists of approximately 1,304 feet of 8-inch diameter PVC pipeline. The 7500 South project consists of moving all connections from an existing 8" waterline to an existing 12" waterline including water services, fire hydrants, and connections to side streets. The project also includes replacing existing water services, furnishing and installing fittings, fire hydrants, and miscellaneous appurtenances.

2. ENGINEER

The Project has been designed by:

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

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

3. CONTRACT TIME

3.1. The Project shall be substantially completed within 240 calendar days from the date of Notice to Proceed. Contract days will be suspended between October 15, 2026 and March 15, 2027 for winter months. The remaining Work shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before 255 calendar days from the date of Notice to Proceed.

3.2. LIQUIDATED DAMAGES

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

4. CONTRACT PRICE: \$3,872,874.00

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

5. PAYMENT PROCEDURES

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

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

6. INTEREST

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

7. CONTRACTOR'S REPRESENTATIONS

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

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

No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.04 of the General Conditions.
- 7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8. CONTRACT DOCUMENTS

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

- 8.1. This Agreement (pages 1 to 4, inclusive).
- 8.2. Performance and Payment Bonds

- 8.3. General Conditions (pages 1 to 80, inclusive).
 - 8.4. Supplementary Conditions (pages 1 to 8, inclusive).
 - 8.5. Specifications bearing the title TECHNICAL SPECIFICATIONS as listed in table of contents hereof.
 - 8.6. Drawings bearing the title MIDVALE CITY 2026 PIPELINE PROJECTS: COOPER ST.; ALTA VIEW DR.; OLYMPUS ST.; WOOD ST.; MARQUETTE DR.; WILSON ST.; COX LN.; 900 EAST/CASA NEGRA AVE.; CASA BLANCA DR.; CASA BLANCA AVE./CR.; CASA VERDE ST.; MECHAM LANE; 7500 SOUTH as listed in the Index of Drawings on Sheet G-2 of said drawings.
 - 8.7. Addenda numbers 1 to 3 inclusive.
 - 8.9. Exhibits to this Agreement, identified as follows:
 - Exhibit A – Notice of Award – Document 00 51 00
 - Exhibit B – Notice to Proceed – Document 00 52 00
 - Exhibit C – Bid Form – Document 00 30 00 (Including Documentation Accompanying Bid)
 - Exhibit D – Insurance Certificates
 - 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.
 - 8.12. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions.
9. MISCELLANEOUS
- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
 - 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
 - 9.3. OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
10. OTHER PROVISIONS
None

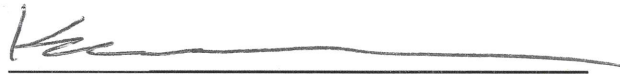
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____ 2026.

Midvale City, OWNER

Noland and Son, CONTRACTOR

By: _____

By:  _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: *Daniel Hill* _____

Address for Giving Notices:

Branden Anderson

7505 Holden Street

Midvale, Utah 84047 _____

Address for Giving Notices:

1350 W 7900 S

West Jordan UT

84088 _____

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

License No.: 231300-5501 _____

Agent for Service of Process: Kathleen Noland
Dotson _____

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

END OF SECTION



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

MIDVALE CITY COUNCIL STAFF REPORT April 7, 2026

SUBJECT

Consider Resolution No. 2026-R-18, Approving Change Orders with Noland and Son Construction Company, Inc. for the 2025 Sewer Rehabilitation Project.

SUBMITTED BY

Branden Anderson, City Engineer

BACKGROUND AND OVERVIEW

The City entered in a contract with Noland & Son Construction Co. Inc. for the execution of the 2025 Sewer Rehabilitation Project on September 2, 2025.

During contracted work it came to the City's attention that we were having troubles on another section of sewer pipe on Cottonwood Street. It was also determined that alternative installation options for the manhole should be evaluated as part of the design at the Wasatch and Main Street intersection. The following are summaries of the proposed change orders.

- **Cottonwood**
 - Replaced the existing 8" sewer main for 165' from manhole to manhole.
 - Cost for all associated work is **\$96,525.00**
- **Wasatch and Main Street**
 - Early investigations indicated that installing a 120-inch manhole at this intersection would be challenging due to conflicts with the existing stormwater manhole and associated piping, as well as the existing waterline
 - During discussion with City staff, Design Engineer and Contractor it was determined to go with a different design to help improve this intersection and placement of the manholes.
 - The impact to residents and the traveling public at this intersection will be a hard closure with detour for a week.
 - This helps in efficiency with work, no temporary asphalt, speed to perform work, and safety of the workers.
 - The Crosswalk will be maintained through the closure.
 - This work will be performed after school is out.

- Items include the removal and replacement of two manholes and addition of a third one. The manhole at the center of Wasatch and Main will also be improved to help with deterioration in the future. An additional 170' of upsized sewer pipe (8" to a 10"). Additional work to complete this major item.
- Total increased price for this work is **\$99,510.00**

This work was reviewed by City Staff and the Design Engineer for the project and found to be acceptable and needed.

The total contract amount is as follows:

Price Considerations	Price	Running Total
• Original Contract:	\$2,616,247.00	\$2,616,247.00
• Change Order previously approved:	\$329,944.00	\$2,946,191.00
• Current CO's:		
○ Cottonwood St.	\$96,525.00	\$3,042,716.00
○ Main and Wasatch St.	\$99,510.00	\$3,142,226.00

The proposed schedule will remain the same as the original contract and is **May 2026**.

Staff recommends City Council approve the contract amendment with Noland & Sons Construction Co. Inc. A suspension of the rules is requested.

FISCAL IMPACT

Additional impact will be **\$195,035.00**. This will be paid for out of the same bond proceeds set aside for the sewer rehab project.

STAFF RECOMMENDATION

Staff recommends the Council approve Resolution 2026-R-18, thus entering a contract amendment with Noland & Son Construction Co. Inc.

RECOMMENDED MOTION

I move that we suspend the rules and approve Resolution No. 2026-R-18, a resolution authorizing the Mayor to approve the Change Orders with Noland & Son Construction Co. Inc. for the 2025 Sewer Rehabilitation Project.

ATTACHMENTS

1. Resolution No. 2026-R-18

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-18**

**A RESOLUTION APPROVING CHANGE ORDERS WITH NOLAND & SON
CONSTRUCTION CO. INC. FOR THE 2025 SEWER REHABILITATION PROJECT**

WHEREAS, Midvale City engaged Bowen Collins & Associates to prepare a comprehensive sewer master plan; and

WHEREAS, City staff determined that a project should be developed to address deficiencies within the sewer system that were identified in the sewer master plan; and

WHEREAS, Bowen Collins & Associates subsequently designed and assembled the project specifications for public advertisement in accordance with the study's findings; and

WHEREAS, Midvale City publicly advertised and solicited bid proposals for the 2025 Sewer Rehabilitation Project; and

WHEREAS, City staff determined that Noland & Son Construction Co. Inc. achieved the highest ranking based on established review criteria pertaining to this project; and

WHEREAS, a Contract for the execution of the 2025 Sewer Rehabilitation Project has been prepared and duly reviewed by City staff and City Council; and

WHEREAS, Midvale City Council adopted Resolution No. 2025-R-45 and executed a contract for the 2025 Sewer Rehabilitation Project to Noland & Son Construction Co. Inc. in September 2025; and

WHEREAS, Noland & Son Construction Co. Inc. encountered issues in the field to complete the original contracted work and submitted change orders request to fix these issues; and

WHEREAS, Bowen Collins & Associates and City staff have reviewed and evaluated the change order work and recommends the City Council approve the change order.

NOW, THEREFORE, BE IT RESOLVED, the Midvale City Council hereby adopts this resolution approving the change orders with Noland & Son Construction Co. Inc. for the 2025 Sewer Rehabilitation Project.

APPROVED AND ADOPTED this 7th day of April 2026.

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	_____	_____



NOLAND & SON CONSTRUCTION

To: Midvale City Corp	Contact:
Address: 7505 Holden Street Midvale, UT 84047	Phone: 8012562574 Fax: 8013529854
Project Name: Cottonwood St. Sewer Repair	Bid Number:
Project Location: 7250 South Cottonwood Street, Midvale, UT	Bid Date: 2/3/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove And Replace Existing 8" Sewer Main With 8" PVC SDR 35 - Includes: Excavation And Haulaway Of Spoils And Existing Pipe, Installation Of New Pipe W/ Gravel Pipezone, Trench Backfill, Roadbase, Removal Of Existing Asphalt, And Purchase/installation Of New Asphalt, Bypass Pumping Of Active Sewer Main, Traffic Control, And SWPP.	165.00	LF	\$585.00	\$96,525.00

Total Bid Price: \$96,525.00

Notes:

- Exclusions:
 - 1) Engineering & Survey
 - 2) Compaction Testing & Proctors
 - 3) Video Inspection of New Lines
 - 4) Haulaway of Excess Excavated Materials

Payment Terms:

This is an estimate only - billing will reflect actual quantities installed at unit prices quoted.

Written proof of funding for the project must be provided prior to any work commencing.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Noland & Son Construction Co., Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Daniel Hill 801-718-7984 daniel@nolandconstruction.com</p>
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NOLAND & SON CONSTRUCTION

To: Midvale City Corp	Contact:
Address: 7505 Holden Street Midvale, UT 84047	Phone: 8012562574 Fax: 8013529854
Project Name: 2025 Sewer Rehab. Project - RFQ 01	Bid Number: 1
Project Location: Wasatch & Main Steet, Midvale, UT	Bid Date: 3/30/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove And Replace Existing Sewer Manhole E2-00060 With New Pre-Cast Concrete Junction Box (DWG. NO. C-09)	-1.00	LS	\$110,800.00	(\$110,800.00)
2	Remove And Replace Existing Sewer Manhole E2-00060 With New 60" Pre-Cast Concrete Manhole (DWG. NO. C-09)	1.00	LS	\$27,750.00	\$27,750.00
3	Remove And Replace Existing Sewer Manhole On West Wasatch With New 60" Pre-Cast Sewer Manhole	1.00	EACH	\$15,910.00	\$15,910.00
4	New 60" Pre-Cast Sewer Manhole - Main Street Location	1.00	EACH	\$17,800.00	\$17,800.00
5	Install New 10" Sewer Main	170.00	LF	\$445.00	\$75,650.00
5	Extend Existing Lateral From 10" Sewer Main (west) To 10" Sewer Main (east) - Up To 20 LF	1.00	EACH	\$10,775.00	\$10,775.00
6	Type "R" Curb Removal And Replacement	100.00	LF	\$145.00	\$14,500.00
7	Flowable Fill Abandonment Of Existing 10" Sewer Pipe Between E2-00060 Manhole To West Wasatch Manhole	1.00	LS	\$4,375.00	\$4,375.00
8	Bypass Pumping	1.00	LS	\$13,850.00	\$13,850.00

Total Bid Price: \$69,810.00

Additive Alternates

2a	Adder For Manhole E2-00060 To Be Supplied As "Perfect Lined Manhole"	1.00	LS	\$17,820.00	\$17,820.00
2b	Adder For Manhole E2-00060 To Be Supplied As "Armorock Polymer Manhole"	1.00	LS	\$29,700.00	\$29,700.00
4a	Adder For Main Street Manhole To Be Supplied As "Perfect Lined Manhole"	1.00	EACH	\$17,820.00	\$17,820.00
4b	Adder For Main Street Manhole To Be Supplied As "Armorock Polymer Manhole"	1.00	EACH	\$29,700.00	\$29,700.00

Notes:

- Exclusions:
 - 1) Engineering & Survey

Payment Terms:

This is an estimate only - billing will reflect actual quantities installed at unit prices quoted.

Written proof of funding for the project must be provided prior to any work commencing.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Noland & Son Construction Co., Inc.

Authorized Signature: _____

Estimator: Daniel Hill
801-718-7984 daniel@nolandconstruction.com



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

MIDVALE CITY COUNCIL STAFF REPORT April 7, 2026

SUBJECT

Consider **Resolution No. 2026-R-19** Approving Change Orders with Beck Construction and Excavation, Inc. for the 2025 Roadway and Utility Improvement Project.

SUBMITTED BY

Branden Anderson, City Engineer

BACKGROUND AND OVERVIEW

The City entered in a contract with Beck Construction and Excavation Inc. for the execution of the 2025 Roadway and Utility Project in August 2025.

During the course of the contracted work, it came to the City’s attention that there were some issues with the plans, including discrepancies in quantities. Nearly all changes resulted from owner-directed revisions or differing site conditions encountered in the field. The changes are outlined below and organized into two sections.

- **Change Orders**
 - Cost for all associated work is **\$441,761.64.**
- **Change Orders (Quantity Adjustments)**
 - Cost for all associated work is **\$160,417.95.**
- **Total of all Change Orders: \$602,179.59.**

This work was reviewed by City Staff and the Design Engineer for the project and found to be acceptable and needed. Pricing is also within a responsible pricing considering change order work.

The total contract amount is as follows:

Price Considerations	Price	Running Total
• Original Contract:	\$3,338,145.00	\$3,338,145.00
• Current CO’s:		
○ 6” Waterline Loop	\$18,000.00	\$3,356,145.00
○ 4” Sewer Lateral Loop	\$3,000.00	\$3,359,145.00

○ Waterway at Depot and Main	\$15,120.00	\$3,374,265.00
○ Remove Sign BMB Gym	\$3,419.64	\$3,377,384.64
○ Connect to Existing HDPE Pipe	\$9,000.00	\$3,386,684.64
○ RMP Vaults and Conduits	\$115,566.50	\$3,502,251.14
○ Bollards at Alleyway and Main St.	\$15,825.00	\$3,518,076.14
○ Curb Wall by BMB Gym	\$18,650.00	\$3,536,726.14
○ 4" & 6" Valves for Fire Lines	\$12,215.00	\$3,548,941.14
○ Raised Crosswalks	\$49,201.50	\$3,598,142.64
○ Midvale Plaza Entrance	\$25,304.00	\$3,623,446.64
○ Stormwater Main St. Dbl Barrel	\$29,360.00	\$3,652,806.64
○ Waterline Bore for Fire Station	\$11,700.00	\$3,664,506.64
○ 8" Waterline Loops (3)	\$35,400.00	\$3,699,906.64
○ Main Street Curb and Gutter	\$30,000.00	\$3,729,906.64
○ Holden Street Left Turn Pocket	\$50,000.00	\$3,779,906.64
● Quantity Adjustments:		
○ A1 – Remove Asphalt 4-6" depth	\$15,350.00	\$3,795,256.64
○ A2 – Remove Asphalt 6+" depth	\$20,067.95	\$3,815,324.59
○ #9 – Remove Asphalt overage	\$90,000.00	\$3,905,324.59
○ #50 – 8" Thick Concrete	\$35,000.00	\$3,940,324.59

The proposed schedule has been extended by 63 days, resulting in a revised substantial completion date of **June 19, 2026**.

Staff recommends City Council approval of the contract amendment with Beck Construction and Excavation Inc. I request a suspension of the rules is requested.

FISCAL IMPACT

Additional impact will be **\$602,179.59**. This will be paid for out of the same funding, First-Class Highway Projects Fund, Main Street CDA infrastructure budget and related utility project bond proceeds.

STAFF RECOMMENDATION

Staff recommends the Council approve of resolution 2026-R-19, thus entering a contract amendment with Beck Construction and Excavation Inc.

RECOMMENDED MOTION

I move that we suspend the rules and approve Resolution No. 2026-R-19, a resolution authorizing the Mayor to approve the Contract Amendment with Beck Construction and Excavation Inc. for the 2025 Roadway and Utility Project.

ATTACHMENTS

1. Resolution No. 2026-R-19

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-19**

**A RESOLUTION APPROVING CHANGE ORDERS WITH BECK CONSTRUCTION AND
EXCAVATION INC. FOR THE 2025 ROADWAY AND UTILITY IMPROVEMENT
PROJECT**

WHEREAS, Midvale City and the Redevelopment Agency desire to redevelop the area surrounding and including Midvale Main Street; and

WHEREAS, to further assist in the development of conceptual plans, Midvale enlisted the services of Paul Hansen & Associates to complete an infrastructure study, which evaluated and made recommendations for utilities, easements, property parcels, and rights-of-way in the West Main Street Area; and

WHEREAS, Midvale City also enlisted the services of Paul Hansen & Associates to prepare construction and bid documents for the West Main Street Area, located between Main Street and Holden Street, and between Center Street and Depot Street; and

WHEREAS, funding for this project will come from funds received by Midvale City through the First-Class Highway Projects Fund, Main Street CDA infrastructure budget and related utility project bonding funds; and

WHEREAS, Midvale City conducted the proper procurement process and selected Beck Construction and Excavation Inc. as the qualified vendor based on their demonstrated expertise and ability to complete the project; and

WHEREAS, Midvale City Council adopted Resolution No. 2025-R-43 and executed a contract for the 2025 Roadway and Utility Project to Beck Construction and Excavation Inc. in August 2025; and

WHEREAS, Beck Construction and Excavation Inc. encountered issues in the field and submitted change orders to address these issues; and

WHEREAS, City staff has reviewed and evaluated the change order work and recommends the City Council approve the change orders.

NOW, THEREFORE, BE IT RESOLVED, the Midvale City Council hereby adopts this resolution approving the change orders with Beck Construction and Excavation Inc. for the 2025 Roadway and Utility Project.

APPROVED AND ADOPTED this 7th day of April 2026.

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	_____	_____



10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Fax:
Project Location:	Bid Number:
	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	6" Waterline Loop	1.00	EACH	\$18,000.00	\$18,000.00
Total Price for above Items:					\$18,000.00

Total Bid Price: \$18,000.00

Notes:

- Survey Not Included
- Bonding Not Included. If Required add 2.5% to overall bid cost.
- SWPPP Not Included
- Compaction Testing Not Included
- Permits and Permit Bond's are not included. If Required, these will be billed at cost plus 15%.
- Traffic Control Not Included

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>Midvale City</u></p> <p>Signature: <u>[Signature]</u></p> <p>Date of Acceptance: <u>10-20-25</u></p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Fax:
Project Location:	Bid Number:
	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Loop 4" Sewer Lateral	1.00	EACH	\$3,000.00	\$3,000.00
Total Price for above Items:					\$3,000.00

Total Bid Price: \$3,000.00

Notes:

- Survey Not Included
- Bonding Not Included. If Required add 2.5% to overall bid cost.
- SWPPP Not Included
- CCTV of Pipeline(s) Not Included
- Permits and Permit Bond's are not included. If Required, these will be billed at cost plus 15%.
- Traffic Control Not Included

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>Midvale City</u></p> <p>Signature: <u><i>Brandon E. Amador</i></u></p> <p>Date of Acceptance: <u>10-20-25</u></p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
Project Name: Midvale T&M Conduit	Fax:
Project Location:	Bid Number:
	Bid Date: 11/10/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Manpower					
1	Trackhoe W/Operator	40.00	HR	\$165.00	\$6,600.00
2	Dump Truck	45.00	HR	\$125.00	\$5,625.00
3	Pipe Layer	80.00	HR	\$55.00	\$4,400.00
4	Labor	40.00	HR	\$45.00	\$1,800.00
5	Water Truck	15.00	HR	\$110.00	\$1,650.00
Total Price for above Manpower Items:					\$20,075.00
Materials					
1	6" Conduit - RMP	840.00	LF	\$8.50	\$7,140.00
2	4" Conduit - RMP	350.00	LF	\$5.25	\$1,837.50
3	4" Conduit - Century Link	350.00	LF	\$5.25	\$1,837.50
4	2" Conduit - MCI	1,190.00	LF	\$1.65	\$1,963.50
5	2" Conduit - Comcast	1,190.00	LF	\$1.65	\$1,963.50
6	2" Conduit - Utopia	1,190.00	LF	\$1.65	\$1,963.50
7	2" Conduit - Verizon	1,190.00	LF	\$1.65	\$1,963.50
Total Price for above Materials Items:					\$18,669.00
Aggregates					
1	Dump Fees	860.00	TON	\$11.50	\$9,890.00
2	Bedding Sand	650.00	TON	\$10.25	\$6,662.50
3	Backfill Material	123.00	TON	\$11.50	\$1,414.50
Total Price for above Aggregates Items:					\$17,967.00
Materials (IF NEEDED)					
1	6" Fiberglass Sweeps	2.00	EACH	\$725.00	\$1,450.00
2	4" Fiberglass Sweeps (Gerhart Cole)	2.00	EACH	\$225.00	\$450.00
3	Pipe Layer	1.00	HR	\$55.00	\$55.00
4	Labor	1.00	HR	\$45.00	\$45.00
Total Price for above Materials (IF NEEDED) Items:					\$2,000.00

Total Bid Price: \$58,711.00

Notes:

- Survey Not Included
- Compaction Testing Not Included
- Permits and Permit Bond's are not included. If Required, by utility owners
- Pricing is to lay conduit up to boxes and switch gears. Uprights, Electrical Boxes, and Switch Gear Vaults not included.
- Price is for installation of all conduits in one trench.
- Quantities are an approximate, billing will be based off actual quantities installed.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Midvale City

Signature: *Richard S. Anderson*

Date of Acceptance: 12-18-25

CONFIRMED:

Beck Construction & Excavation, Inc

Authorized Signature: _____

Estimator: Corson Bastian
Corson@beckconstruct.com



10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
	Fax:
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Bid Number:
Project Location:	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Waterway Transition Structure	556.00	SF	\$22.50	\$12,510.00
02	4' Waterway	80.00	SF	\$22.50	\$1,800.00
03	Demo Curb & Gutter	90.00	LF	\$9.00	\$810.00
Total Price for above Items:					\$15,120.00

Total Bid Price: \$15,120.00

Notes:

- Survey Not Included
- Bonding Not Included. If Required add 2.5% to overall bid cost.
- SWPPP Not Included
- Compaction Testing Not Included
- CCTV of Pipeline(s) Not Included
- Air Testing Of The Manholes Not Included
- Permits and Permit Bond's are not included. If Required, these will be billed at cost plus 15%.
- Traffic Control Not Included

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>Midvale City</u></p> <p>Signature: <u><i>Brandon E. Bastian</i></u></p> <p>Date of Acceptance: <u>12-18-25</u></p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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10432 South 1055 West
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 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Fax:
Project Location:	Bid Number:
	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Remove Sign	1.00	EACH	\$3,419.64	\$3,419.64
Total Price for above Items:					\$3,419.64

Total Bid Price: \$3,419.64

Notes:

- Survey Not Included
- Bonding Not Included. If Required add 2.5% to overall bid cost.
- SWPPP Not Included
- Compaction Testing Not Included
- Permits and Permit Bond's are not included. If Required, these will be billed at cost plus 15%.
- Traffic Control Not Included
- Price is to move sign within 15' of original location.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>Midvale City</u></p> <p>Signature: <u><i>Brandon E. Anderson</i></u></p> <p>Date of Acceptance: <u>12-18-25</u></p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
Project Name: Midvale T&M Conduit	Fax:
Project Location:	Bid Number:
	Bid Date: 11/10/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Manpower					
1	Trackhoe W/Operator	40.00	HR	\$165.00	\$6,600.00
2	Dump Truck	45.00	HR	\$125.00	\$5,625.00
3	Pipe Layer	80.00	HR	\$55.00	\$4,400.00
4	Labor	40.00	HR	\$45.00	\$1,800.00
5	Water Truck	15.00	HR	\$110.00	\$1,650.00
Total Price for above Manpower Items:					\$20,075.00
Materials					
1	6" Conduit - RMP	840.00	LF	\$8.50	\$7,140.00
2	4" Conduit - RMP	350.00	LF	\$5.25	\$1,837.50
3	4" Conduit - Century Link	350.00	LF	\$5.25	\$1,837.50
4	2" Conduit - MCI	1,190.00	LF	\$1.65	\$1,963.50
5	2" Conduit - Comcast	1,190.00	LF	\$1.65	\$1,963.50
6	2" Conduit - Utopia	1,190.00	LF	\$1.65	\$1,963.50
7	2" Conduit - Verizon	1,190.00	LF	\$1.65	\$1,963.50
Total Price for above Materials Items:					\$18,669.00
Aggregates					
1	Dump Fees	860.00	TON	\$11.50	\$9,890.00
2	Bedding Sand	650.00	TON	\$10.25	\$6,662.50
3	Backfill Material	123.00	TON	\$11.50	\$1,414.50
Total Price for above Aggregates Items:					\$17,967.00
Materials (IF NEEDED)					
1	6" Fiberglass Sweeps	2.00	EACH	\$725.00	\$1,450.00
2	4" Fiberglass Sweeps (Gerhart Cole)	2.00	EACH	\$225.00	\$450.00
3	Pipe Layer	1.00	HR	\$55.00	\$55.00
4	Labor	1.00	HR	\$45.00	\$45.00
Total Price for above Materials (IF NEEDED) Items:					\$2,000.00
Total Bid Price:					\$58,711.00

Notes:

- Survey Not Included
- Compaction Testing Not Included
- Permits and Permit Bond's are not included. If Required, by utility owners
- Pricing is to lay conduit up to boxes and switch gears. Uprights, Electrical Boxes, and Switch Gear Vaults not included.
- Price is for installation of all conduits in one trench.
- Quantities are an approximate, billing will be based off actual quantities installed.



10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Fax:
Project Location:	Bid Number:
	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Installation Of Power Vaults	2.00	EACH	\$32,200.00	\$64,400.00
02	Long Sweep Into Vaults, Cabinets, And Boxes	6.00	EACH	\$625.00	\$3,750.00

(Price Is Per Each Sweep Into A Vault. Billing Will Be Off # Installed.)

Total Price for above Items: \$68,150.00

Total Bid Price: \$68,150.00

Notes:

- Compaction Testing Not Included
- Traffic Control Not Included

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
	Fax:
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Bid Number:
Project Location:	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Rebar Installation	1,600.00	SF	\$4.00	\$6,400.00
02	Curb Wall Install	320.00	LF	\$23.50	\$7,520.00
03	Switch Box Curbing With Base	55.00	LF	\$86.00	\$4,730.00
Total Price for above Items:					\$18,650.00

Total Bid Price: \$18,650.00

Notes:

- Survey Not Included
- Compaction Testing Not Included
- Traffic Control Not Included

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Fax:
Project Location:	Bid Number:
	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Connect Existing HDPE To New C900	1.00	EACH	\$9,000.00	\$9,000.00
Total Price for above Items:					\$9,000.00

Total Bid Price: \$9,000.00

Notes:

- Survey Not Included
- Bonding Not Included. If Required add 2.5% to overall bid cost.
- SWPPP Not Included
- Compaction Testing Not Included
- Permits and Permit Bond's are not included. If Required, these will be billed at cost plus 15%.
- Traffic Control Not Included

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Bid Number:
Project Location:	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Installation Of Bollards	5.00	EACH	\$1,325.00	\$6,625.00
Total Price for above Items:					\$6,625.00

Total Bid Price: \$6,625.00

Notes:

- Survey Not Included

6 = 7,950

2 at 1st Ave.
4 at Alleyway.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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GENERAL WARNINGS AND CAUTIONARY STATEMENTS FOR COLLAPSIBLE BOLLARDS

In order to safely and effectively use any TrafficGuard[®], Inc. product, please read and understand the General Warnings and Cautionary Statements contained below. If you have any questions about any of these General Warnings and Cautionary Statements, or about any aspect of TrafficGuard[®], Inc.'s products or literature, please contact TrafficGuard[®], Inc. at 877-727-7347, or email sales@trafficguard.net.



BOLLARD SELECTION AND PLACEMENT

based on vehicle weight, speed and other site specific factors to be determined by owner.



FAILURE TO UTILIZE TRAFFICGUARD[®], INC. AUTHORIZED PARTS, OR MODIFICATIONS

to the TrafficGuard[®], Inc. products, or failure to follow the recommended installation procedures, will result in your warranty being null and void.



READ AND FULLY UNDERSTAND THE INSTALLATION INSTRUCTIONS

before attempting to install any TrafficGuard[®], Inc. bollard product.



SUBSTITUTION OF COMPONENTS MAY IMPAIR THE PROPER FUNCTION

of TrafficGuard[®], Inc. bollards products. If you need replacement parts, please contact TrafficGuard[®], Inc. at the number and email above.



ALWAYS ENSURE THAT THE LOCK PIN IS LOCKED INTO PLACE

in the upright position with all collapsible bollards.



WARNING: FAILURE TO RETURN COLLAPSIBLE BOLLARD TO UPRIGHT, LOCKED POSITION IMMEDIATELY AFTER USE POSES A SIGNIFICANT HAZARD.



REPLACEMENT LOCK PINS ARE AVAILABLE

for purchase at TrafficGuard[®], Inc. For purchase of replacement lock pins or other components, please contact TrafficGuard[®], Inc. at the number or email above.



CAUTION: LOCK PIN MUST ALWAYS BE SECURED WITH PADLOCK WHEN BOLLARD IS IN UPRIGHT POSITION.



FOR MAXIMUM EFFECTIVENESS

of TrafficGuard[®], Inc. bollard products, be sure to properly maintain bollards by replacing any damaged, corroded or missing components, and reapply paint as required to maximize visibility. Failure to properly maintain product can negatively impact the bollards performance over time.



TO ENSURE VISIBILITY

of bollards, be sure to apply all decals that are provided with the product, and in the manner recommended by TrafficGuard[®], Inc.

IF IN DOUBT CALL TRAFFICGUARD[®], INC. 877-727-7347

TrafficGuard[®], Inc.

HINGED ROUND POST BOLLARD (HRP)

"The Original Multifunction Bollard"

Standard Features Include:

Ease of use in 5 easy steps:

1. Remove padlock
2. Remove locking pin
3. Lower bollard post
4. Replace locking pin
5. Allows vehicle access

Safety:

30" overall height and "Safety Yellow" finish are standard for high visibility. Custom colors available upon request.

Heavy Duty:

Closed Steel Pipe Construction
Stainless Steel Locking Pin

Proven Performance:

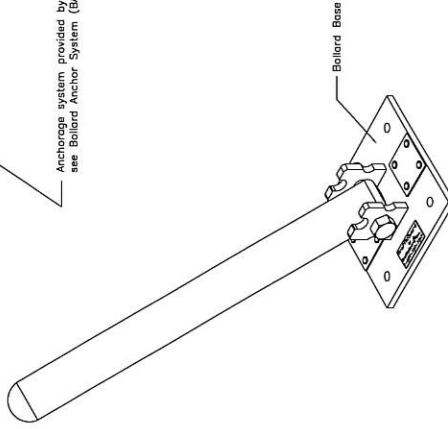
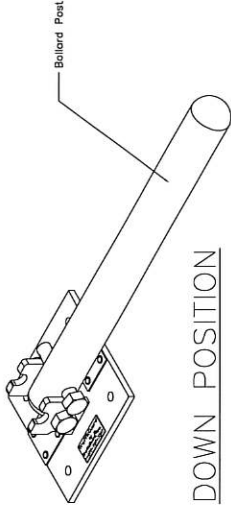
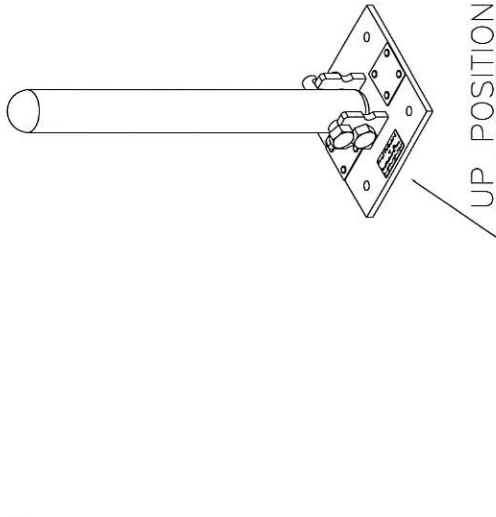
References Available Upon Request

Low Maintenance

Warranty

\$1,000,000 Liability Coverage.

Orders for "Safety Yellow," shipped in 48 hours.



PRODUCT HIGHLIGHTS

Traditional Round Post Bollard appearance

Features single locking pin for easy access

Clearance Height 4" in lowered position

Single Post design with 2-1/2" steel pipe

45 DEGREE POSITION

HINGED ROUND POST BOLLARD ISOMETRIC DISPLAY DRAWING		THIRD ANGLE Projection Do not scale from drawing	TrafficGuard[®] Inc. P.O. Box 201, Chester, IL 60334 Bus: 817-727-7347 Fax: 817-714-7194
DESIGNED BY ZABEL ENGINEERING CONSULTING ENGINEERS Box 800-888-2888 Fax 800-888-1009	DATE 04-11-18	DRAWN BY WJZ CHECKED BY WJZ	WEIGHT 38.50 POUNDS SCALE 1 = 4
PROJECT 1 WJZ B-13-14 HRP & TRAFFIC GUARD	REV. BY WJZ	DRAWING NUMBER HRP A1	SHEET 1 OF 2

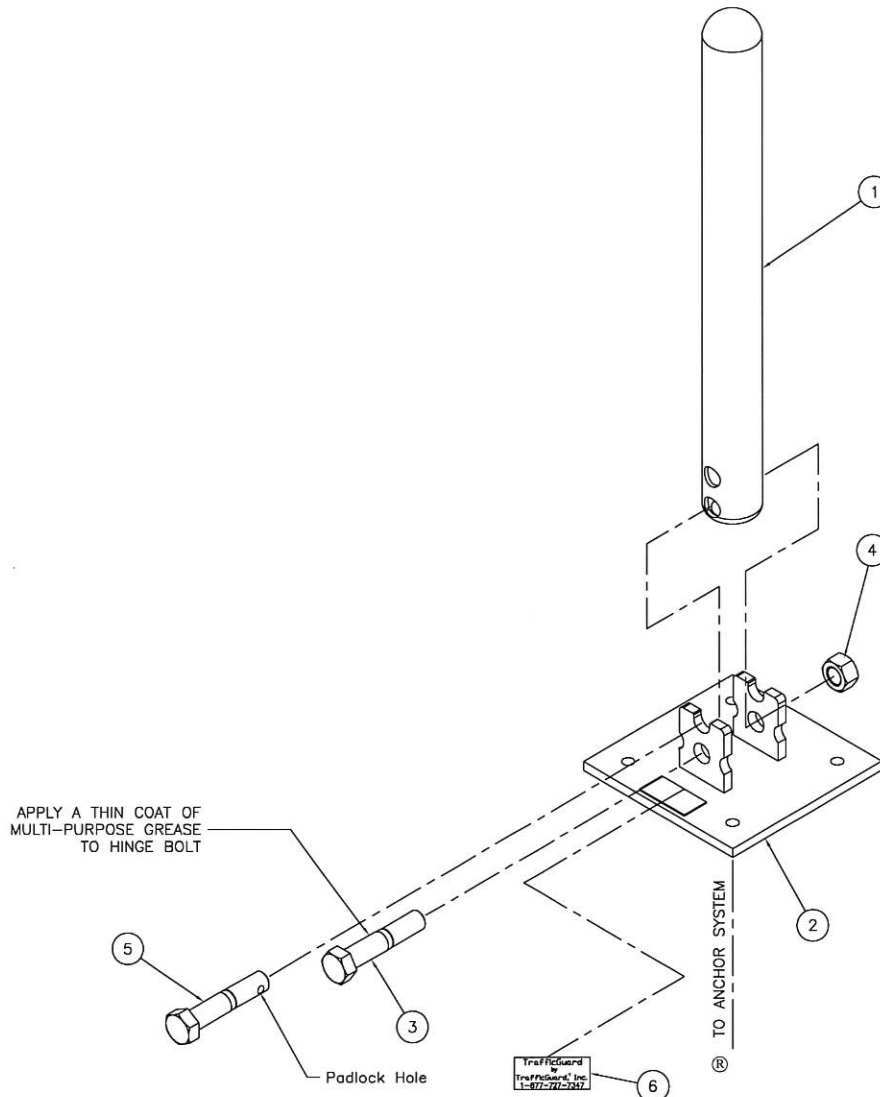
INSTALLATION INSTRUCTIONS FOR:

HINGED ROUND POST BOLLARD

1. Verify that all Hinged Round Post Bollard parts are in the shipment package as shown on the "Bill of Material".
 2. Provide Hinged Hinged Round Bollard Anchor System (see included Anchor System Drawing-3BAS) of your choice at a location to suit your specific needs.
 3. Install HRP Base (Item 2) true and level on your selected Anchor System using the flat washers and hex nuts included in your Anchor System Kit. Use S.S. shims to level if needed. Torque hex nuts to Minimum 30 ft-lbs for CPAS10 Anchor System. Torque hex nuts for other Anchor Systems to Manufacturers Specification.
 5. Install HRP Post (Item 1) to HRP Base (Item 2) using Hinge Bolt (Item 3) and Hex Nut (Item 4) as shown. Tack Weld Hex Nut to Hinge Bolt or Chisel Hinge Bolt Threads such that Hex Nut cannot be easily removed.
 6. Install HRP Locking Pin (Item 5) thru UP Position Bollard Post, and install Padlock at padlock hole.
 7. Install the Label at the location shown.
 8. Check the functional operation of the Hinged Bollard Post.
- * Note: S.S. shims, tools, grease, and padlock are not provided.

BILL OF MATERIAL

ITEM	PART #	DESCRIPTION	QTY.
1	HRPF1	HRPF1	1
2	HRPF2	HRP BASE - WELDMENT	1
3	0019	1-8 UNC-2Ax5" HINGE BOLT SS 18-8	1
4	0020	1-8 UNC-2B HEX NUT - SS 316	1
5	4004	HRP LOCKING PIN	1
6	0105	LABEL	1



APPLY A THIN COAT OF MULTI-PURPOSE GREASE TO HINGE BOLT

General Specifications and Notes for all Parts and Weldments

1. All Steel Work shall conform to the AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings" - Latest Edition unless noted on the drawing.
2. All Welding shall be performed by qualified welders and shall conform to the American Welding Society AWS/AWS D1.1 Latest Edition of the Structural Welding Code - Steel.
3. All Material shall be new and shall be as noted on the drawing and/or in the Bill of Material. SS indicates Stainless Steel and HDG indicates Hot Dip Galvanized.
4. All Painting Work shall conform to the manufacturer's specification and installation instructions and the SSPC (Steel Structures Painting Council) and as noted on the drawing.
5. All hole center dimensions shall have a tolerance of 1/16 inch± and other dimensions shall have a tolerance of 1/8 inch± unless noted on the drawing.
6. All work shall be packaged and shipped per specific instructions by Traffic Guard Direct.

<p>HINGED ROUND POST BOLLARD ASSEMBLY DRAWING</p>		<p>THIRD ANGLE PROJECTION</p>		<p>TrafficGuard, Inc. P.O. Box 201, Geneva, IL 60134 Bus: 877-727-7347 Fax: 800-814-7194</p>	
<p>CONSULTING ENGINEER: IC Job # 04-119</p>		<p>Do not scale from drawing</p>		<p>Scale: 1 = 4 Drawing Date: 8-4-2002 Sheet: 2 of 2</p>	
<p>ZABEL ENGINEERING CONSULTING ENGINEERS 208 South Rosedale Av., Aurora, IL 60506 Tel: 830-892-0898 Fax: 830-892-1087</p>		<p>Action by</p>		<p>SIZE Weldment Shipping Weight Drawing Number:</p>	
<p>1 WKZ 9-13-04 TORQUE</p>		<p>Design WKZ</p>		<p>D 35.50 Pounds HRP2-1</p>	
<p>Rev. by Date Description</p>		<p>Drawn CJD</p>		<p>Checked WKZ</p>	



10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Fax:
Project Location:	Bid Number:
	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Installation Of Bollards	5.00	EACH	\$1,575.00	\$7,875.00
Total Price for above Items:					\$7,875.00

Total Bid Price: \$7,875.00

Notes:

- Survey Not Included

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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GENERAL WARNINGS AND CAUTIONARY STATEMENTS FOR COLLAPSIBLE BOLLARDS

In order to safely and effectively use any TrafficGuard[®], Inc. product, please read and understand the General Warnings and Cautionary Statements contained below. If you have any questions about any of these General Warnings and Cautionary Statements, or about any aspect of TrafficGuard[®], Inc.'s products or literature, please contact TrafficGuard[®], Inc. at 877-727-7347, or email sales@trafficguard.net.



BOLLARD SELECTION AND PLACEMENT

based on vehicle weight, speed and other site specific factors to be determined by owner.



FAILURE TO UTILIZE TRAFFICGUARD[®], INC. AUTHORIZED PARTS, OR MODIFICATIONS

to the TrafficGuard[®], Inc. products, or failure to follow the recommended installation procedures, will result in your warranty being null and void.



READ AND FULLY UNDERSTAND THE INSTALLATION INSTRUCTIONS

before attempting to install any TrafficGuard[®], Inc. bollard product.



SUBSTITUTION OF COMPONENTS MAY IMPAIR THE PROPER FUNCTION

of TrafficGuard[®], Inc. bollards products. If you need replacement parts, please contact TrafficGuard[®], Inc. at the number and email above.



ALWAYS ENSURE THAT THE LOCK PIN IS LOCKED INTO PLACE

in the upright position with all collapsible bollards.



WARNING: FAILURE TO RETURN COLLAPSIBLE BOLLARD TO UPRIGHT, LOCKED POSITION IMMEDIATELY AFTER USE POSES A SIGNIFICANT HAZARD.



REPLACEMENT LOCK PINS ARE AVAILABLE

for purchase at TrafficGuard[®], Inc. For purchase of replacement lock pins or other components, please contact TrafficGuard[®], Inc. at the number or email above.



CAUTION: LOCK PIN MUST ALWAYS BE SECURED WITH PADLOCK WHEN BOLLARD IS IN UPRIGHT POSITION.



FOR MAXIMUM EFFECTIVENESS

of TrafficGuard[®], Inc. bollard products, be sure to properly maintain bollards by replacing any damaged, corroded or missing components, and reapply paint as required to maximize visibility. Failure to properly maintain product can negatively impact the bollards performance over time.



TO ENSURE VISIBILITY

of bollards, be sure to apply all decals that are provided with the product, and in the manner recommended by TrafficGuard[®], Inc.

IF IN DOUBT CALL TRAFFICGUARD[®], INC. 877-727-7347

INSTALLATION INSTRUCTIONS FOR:

(HDHB & LPHDHB)

LOW PROFILE HEAVY DUTY HINGED BOLLARD

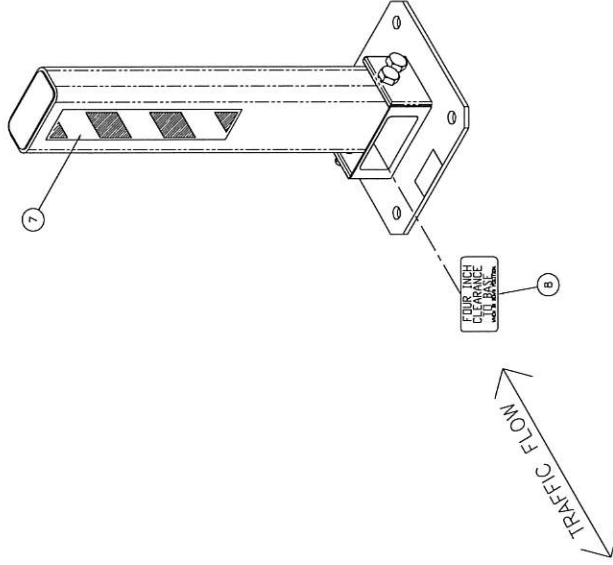
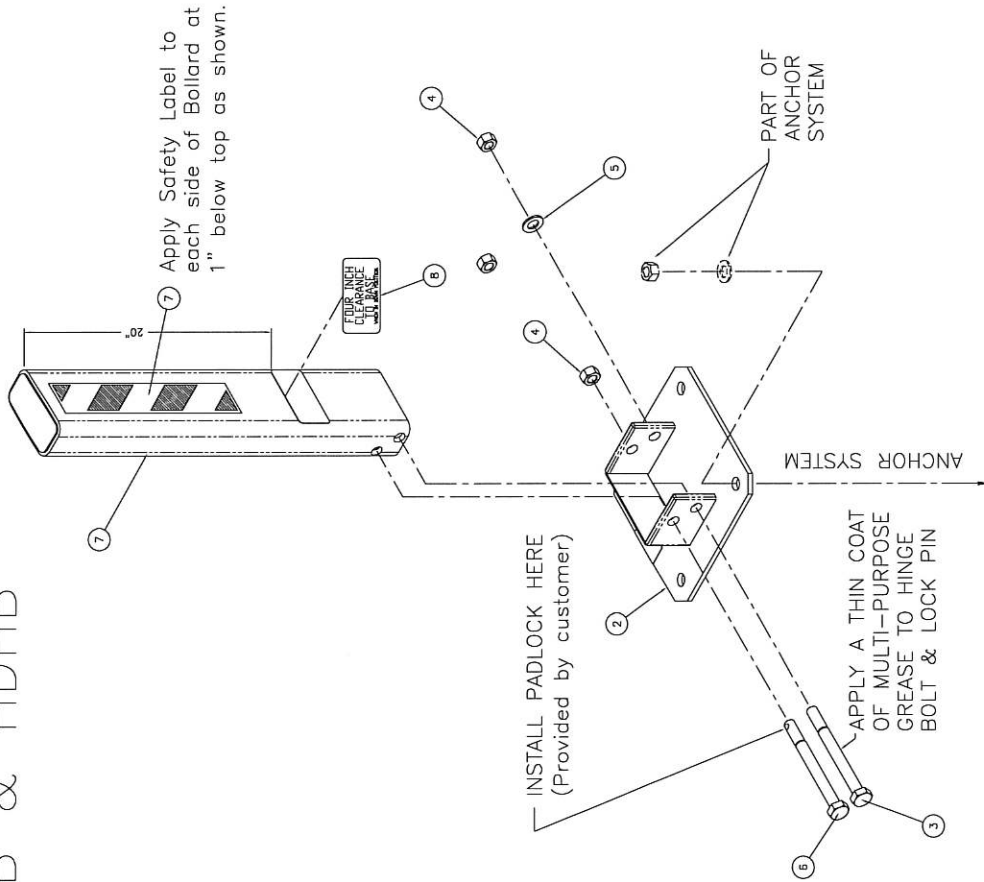
1. Verify that all Low Profile Heavy Duty Hinged Bollard parts are in the shipment package as shown on the "Bill of Material".
 2. Provide Low Profile Heavy Duty Hinged Bollard Anchor System (see included Anchor System Drawing—BAS) of your choice at a location to suit your specific needs.
 3. Install LPHDHB Base (Item 2) true and level on your selected Anchor System using the flat washers and hex nuts included in your Anchor System Kit. Use S.S. shims to level if needed. Torque hex nuts to Minimum 100 ft-lbs for Anchor Systems CPAS and ESAS. Torque hex nuts for other Anchor Systems to Manufacturers Specification.
 4. Install LPHDHB Post (Item 1) to LPHDHB Base (Item 2) using Hinge Bolt (Item 3), Flat Washer (Item 5), and Hex Nut (Item 4) as shown. Tack Weld Hex Nut to Hinge Bolt or Chisel Hinge Bolt Threads such that Hex Nut cannot be easily removed.
 5. Install Locking Pin thru UP Position Bollard Post, and install Padlock where shown. A Hex Nut (Item 4) is included in case a padlock is not available.
 6. Install the four Labels at the locations shown.
 7. Check the functional operation of the Low Profile Heavy Duty Hinged Bollard.
- * Note: S.S. shims, tools, grease, and padlocks are not provided.

LOW PROFILE HEAVY DUTY HINGED BOLLARD		THIRD ANGLE PROJECTION	TrafficGuard, Inc.	
ASSEMBLY DRAWING		Do not scale from drawing	Toll Free: 877-237-7347 Fax: 800-814-7194	
DATE: 01-11-01	BY: J. B. BROWN	SCALE: 1" = 1'-0"	SIZE: D	DRAWING NUMBER: LPHDHBAS
ZABEL ENGINEERING		NET WEIGHT: 70.84 POUNDS	NET WEIGHT: 70.84 POUNDS	DATE: 9-25-2002
CONSULTING ENGINEERS		REV. BY: ---	REV. DATE: ---	REV. DATE: 9-25-2002
3000 W. 100th Ave. Suite 1000, Denver, CO 80231		Sheet: 2 of 2		

LPHDHB & HDHB

BILL OF MATERIAL

ITEM #	PART #	DESCRIPTION	QTY.
1	LPHDHB1	LPHDHB POST	1
2	LPHDHB2	LPHDHB BASE	1
3	0010	#3/4" x 8" HEX HEAD HINGE BOLT - 18-8 SS	1
4	0008	#3/4" HEX NUT - 18-8 SS	2
5	0009	#3/4" FLAT WASHER - TYPE A NARROW - 18-8 SS	1
6	2007	#3/4" x 8" HEX HEAD LOCKING PIN - 18-8 SS	1
7	0107	SAFETY LABEL 3" x 12"	2
8	0102	FOUR INCH CLEARANCE LABEL	2



LOW PROFILE HEAVY DUTY HINGED BOLLARD ASSEMBLY DRAWING

TrafficGuard® Inc.
 P.O. Box 201, Geneva, IL 60134
 Toll Free: 877-727-7347 Fax: 800-914-7194

Do not scale from drawing

Author by	WZ
Drawn by	WZ
Checked by	WZ
Scale	1:1
Material	316
Weight	70.64 Pounds
Quantity	2
Part #	LPHDHB2
Revision	1
Date	12/28/10
Description	Safety Label replaces covers

Drawing Number: LPHDHB2
 Drawing Scale: 3/4"=1"
 Drawing Date: 9-25-2002
 Sheet: 2 of 2



10432 South 1055 West
 PO Box 95026
 South Jordan UT 84095
 Office: 801-870-7922

To: Midvale City	Contact:
Address: 8196 S Main Street Midvale, UT 84047	Phone: (801) 567-7235
	Fax:
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Bid Number:
Project Location:	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	South West Corner Sidewalk	526.00	SF	\$16.00	\$8,416.00
2	South East Corner Sidewalk	125.00	SF	\$16.00	\$2,000.00
3	North West Corner Sidewalk	231.00	SF	\$26.50	\$6,121.50
4	North East Corner Sidewalk	311.00	SF	\$26.50	\$8,241.50
5	South Speed Bump	354.00	SF	\$17.50	\$6,195.00
6	South - Stamped/Colored Concrete	246.00	SF	\$21.25	\$5,227.50
7	North Speed Bump	500.00	SF	\$17.50	\$8,750.00
8	North - Stamped/Colored Concrete	200.00	SF	\$21.25	\$4,250.00
Total Price for above Items:					\$49,201.50

Total Bid Price: \$49,201.50

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Beck Construction & Excavation, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Corson Bastian Corson@beckconstruct.com</p>
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Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Bid Number:
Project Location:	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	8" Waterline Loop	3.00	EACH	\$11,800.00	\$35,400.00
Total Price for above Items:					\$35,400.00

Total Bid Price: \$35,400.00

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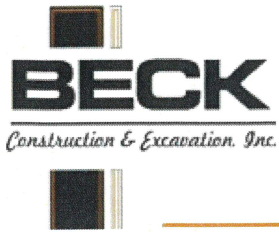
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Project Location:	Bid Number:
	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Install 6" Valve	2.00	EACH	\$2,830.00	\$5,660.00
02	Install 4" Valves	3.00	EACH	\$2,185.00	\$6,555.00
Total Price for above Items:					\$12,215.00

Total Bid Price: \$12,215.00

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Project Location:	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	8" Ductile Double Barrel Storm Drain	80.00	LF	\$367.00	\$29,360.00
Total Price for above Items:					\$29,360.00

Total Bid Price: \$29,360.00

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	Fax:
Project Name: Midvale - 2025 Roadway & Utility Improvement Project	Bid Number:
Project Location:	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Demo Curb And Gutter	38.00	LF	\$27.00	\$1,026.00
02	Demo Asphalt	330.00	SF	\$8.00	\$2,640.00
03	Demo Flatwork	115.00	SF	\$3.00	\$345.00
04	Reconstruct Storm Drain Box (Reuse Existing Frame And Grate)	1.00	EACH	\$3,300.00	\$3,300.00
05	15" Storm Drain Pipe Includes Collars	18.00	LF	\$316.00	\$5,688.00
06	Install Single Inlet Box	1.00	EACH	\$5,785.00	\$5,785.00
07	Install Curb And Gutter	38.00	LF	\$55.00	\$2,090.00
08	Flatwork 8"	115.00	SF	\$17.00	\$1,955.00
09	Asphalt	330.00	SF	\$7.50	\$2,475.00
Total Price for above Items:					\$25,304.00

Total Bid Price: \$25,304.00

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Project Location:	Bid Date: 6/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	2" Fire Service	1.00	EACH	\$11,700.00	\$11,700.00
Total Price for above Items:					\$11,700.00

Total Bid Price: \$11,700.00

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

MIDVALE CITY PLANNING COMMISSION STAFF REPORT 4/7/2026

SUBJECT

Discussion on possible amendment/repeal of verbiage within MMC 5.10.070 and 5.10.080 relating to issuance of Alcohol Server Identification Badges.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

A provision in Midvale Municipal Code (MMC), 5.10 “Alcoholic Beverage Licensing”, requires employees serving alcohol in taverns, bars, and private clubs to have a city-issued alcohol server’s identification badge. MMC 5.10.080(H) outlines the requirements for the identification badge and penalties for violation. Penalties include written warnings up to revocation of business license.

The provision has been irregularly enforced. Staff cannot find records of server’s identification badges being issued. At least one business was asked about such identification badges and reported they have never been aware of or asked to comply with the requirement.

In researching Utah Code (26B-5-205), it appears the city requirement of a server’s identification badge largely mirrors a requirement found in 26B-5-205. Utah Code requires, through the Department of Alcoholic Beverage Services, those employed in serving alcohol to complete and pass a training course prior to beginning employment and receive a certificate of completion (permit). This certificate/permit is kept on business premises where the server is employed and must be renewed every 3 years.

Staff brings this to Council to discuss whether to keep the provision in place, amend the Code to have the badge requirement administered through Unified Police Department (UPD); or, amend the Code by deleting the requirement for an alcohol server’s identification badge.

ATTACHMENTS

1. MMC 5.10.070 Qualifications
2. MMC 5.10.080 Operational Requirements

5.10.070 Qualifications.

A.

1. Midvale City shall not grant an alcoholic beverage license and/or local consent to any person who has been convicted of:

- a. A felony under any federal or state law;
- b. Any violation of any federal or state law or local ordinance concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic beverages;
- c. Any crime involving moral turpitude;
- d. On two or more occasions within the five years immediately before the day on which the license is granted, driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug.

2. In the case of a partnership, corporation, or limited liability company the proscription under subsection [\(A\)\(1\)](#) of this section applies if any of the following has been convicted of any offense described in subsection [\(A\)\(1\)](#) of this section:

- a. A partner;
- b. A managing agent;
- c. An officer;
- d. A director;
- e. A stockholder who holds at least twenty percent of the total issued and outstanding stock of the applicant corporation; or
- f. A member who owns at least twenty percent of the applicant limited liability company.

B. Midvale City may immediately suspend or revoke an alcoholic beverage license and/or local consent if after the date on which the license or consent is granted, a person described in subsection [\(A\)\(1\)](#) or [\(2\)](#) of this section:

1. Is found to have been convicted of any offense described in subsection [\(A\)\(1\)](#) of this section prior to the license being granted; or
2. On or after the day on which the license is granted:
 - a. Is convicted of any offense described in subsection [\(A\)\(1\)\(a\)](#), [\(b\)](#) or [\(c\)](#) of this section; or
 - b.
 - i. Is convicted of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug; and
 - ii. Was convicted of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug within five years before the day on which the license was granted.

C. The license administrator may take emergency action by immediately suspending the operation of an alcoholic beverage licensee according to the procedures listed in this chapter for the period during which the criminal matter is being adjudicated if the person described in subsection [\(A\)\(1\)](#) or [\(2\)](#) of this section:

1. Is arrested on a charge for an offense described in subsection [\(A\)\(1\)\(a\)](#), [\(b\)](#) or [\(c\)](#) of this section; or
2.
 - a. Is arrested on a charge for the offense of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug; and
 - b. Was convicted of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug within five years before the day on which the person is arrested on a charge described in subsection [\(C\)\(2\)\(a\)](#) of this section.

D.

1.
 - a. Midvale City shall not grant an alcoholic beverage license and/or local consent to any person who has had any type of license, agency, or permit issued under this title

revoked within the last three years of the date of application for an alcoholic beverage license and/or local consent under this chapter.

b. Midvale City shall not grant an alcoholic beverage license and/or local consent to an applicant that is a partnership, corporation, or limited liability company if any partner, managing agent, manager, officer, director, stockholder who holds at least twenty percent of the total issued and outstanding stock of the applicant corporation, or member who owns at least twenty percent of the applicant limited liability company is or was:

i. A partner or managing agent of any partnership that had any type of license, agency or permit issued under this title revoked within the last three years;

ii. A managing agent, officer, director, or stockholder who holds or held at least twenty percent of the total issued and outstanding stock of any corporation that had any type of license, agency, or permit issued under this title revoked within the last three years; or

iii. A manager or member who owns or owned at least twenty percent of any limited liability company that had any type of license, agency or permit issued under this title revoked with the last three years.

2. An applicant that is a partnership, corporation, or limited liability company shall not be granted an alcoholic beverage license and/or local consent if any of the following had any type of license, agency, or permit issued under this title revoked while acting in that person's individual capacity within the last three years:

a. A partner or managing agency of the applicant partnership;

b. Any managing agent, officer, director, or stockholder who holds at least twenty percent of the total issued and outstanding stock of the applicant corporation; or

c. A manager or member who owns at least twenty percent of the applicant limited liability company.

3. A person acting in an individual capacity shall not be granted an alcoholic beverage license and/or local consent if that person was:

- a. A partner or managing agent of a partnership that had any type of license, agency, or permit issued under this title revoked within the last three years;
- b. A managing agent, officer, director, or stockholder who held at least twenty percent of the total issued and outstanding stock of a corporation that had any type of license, agency or permit issued under this title revoked in the last three years; or
- c. A manager or member of a limited liability company who owned at least twenty percent of the limited liability company that had any type of license, agency or permit issued under this title revoked within the last three years.

E.

1. A minor shall not be granted an alcoholic beverage license and/or local consent.
2. Midvale City shall not grant an alcoholic beverage license and/or local consent to an applicant that is a partnership, corporation, or limited liability company if any of the following is a minor:
 - a. A partner or managing agency of the applicant partnership;
 - b. A managing agent, officer, director, or stockholder who holds at least twenty percent of the total issued and outstanding stock of the applicant corporation; or
 - c. A manager or member who owns at least twenty percent of the applicant limited liability company.

F. ~~Midvale City shall not grant an alcohol server's identification badge to any person who has been convicted:~~

- ~~1. On one or more occasions within the five years immediately before the day on which the license is granted of any violation of any federal or state law or local ordinance concerning the sale, manufacture, warehousing, adulteration or transportation of alcoholic beverages;~~
- ~~2. On two or more occasions within the five years immediately before the day on which the license is granted, driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug.~~

G. If any person to whom a license has been issued under this part no longer possesses the qualifications required by this title for obtaining that license, Midvale City may suspend or revoke that license. (Ord. 10/28/20030-12)

The Midvale Municipal Code is current through Ordinance 2026-04, passed February 3, 2026.

Disclaimer: The city clerk's office has the official version of the Midvale Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.midvalecity.org](http://www.midvalecity.org)

[Hosted by General Code.](#)

5.10.080 Operational requirements.

- A. Holders of any of the classes of alcoholic beverage business licenses and/or local consent set forth in this chapter shall be governed by the operational requirements set forth herein and by the requirements of Title [32A](#), Utah Code Annotated, 1953, not inconsistent with this chapter.
- B. The licensee having an off-premises retail beer license shall only permit the sale of beer between the hours of six a.m. and one a.m. the following morning.
- C. Any licensee having an off-premises retail beer, an on-premises retail beer which is not a tavern, a restaurant liquor, or limited restaurant license may keep the licensed premises open to the public at hours other than those allowed for the sale and/or consumption of beer and liquor, to conduct activities other than the sale and consumption of beer and liquor. Any licensee having an on-premises retail beer—tavern or private club or any class license or single-event permit shall not permit the licensed premises to remain open to patrons between the hours of two a.m. and seven a.m.
- D. All licensed premises to sell or dispense beer or liquor shall be kept reasonably illuminated at all times that it is occupied or open for business and no booth, blind or stall shall be maintained unless all tables, chairs and occupants, if any, therein are kept open to the full view of the main floor of such licensed premises.
- E. Premises having an off-premises retail beer license and which sell “malt coolers” must have a sign, of a size of at least six inches by eight inches, stating: “Malt beverages and malt liquor are alcoholic beverages.” The sign is not required if only beer and no other type of beer product is sold.
- F. Premises having an off-premises retail beer license must segregate alcoholic beverages from other beverages (such as soft drinks or dairy products) in the display case.
- G. In premises having an off-premises retail beer license, at each point where beer is displayed for sale, and at each cash register and other location where the sale is consummated, a notice, at least six inches by ten inches, shall be displayed indicating:
1. The purchase, possession and/or consumption of beer by persons under the age of twenty-one years is unlawful.

2. Having an open container of any alcoholic beverage in or about a motor vehicle is unlawful.
3. Purchasers of beer shall be expected to produce adequate identification upon request.

H. ~~No on-premises retail beer—tavern or private club of any class licensee shall knowingly employ in connection with his/her business, any person who has not been issued an alcohol server's identification badge. All employees shall be required to apply through the city for a license to be employed in a business with an on-premises retail beer—tavern license or a private club of any class in which beer or liquor is sold. The applicant will be required to furnish his/her full name, address, a background check provided through BCI. A violation of this provision shall result in a six-month revocation of the employee license. Two or more violations shall result in a one-year license revocation. Any licensee who negligently allows an employee to violate the provisions of this chapter will be considered to have violated the ordinance codified in this chapter. A first violation of this provision shall result in a written warning to the owner/licensee. A second violation within a one-year period shall result in a one-year revocation. The employee license and a picture identification of the employee as required by the city police department shall be maintained on the licensed premises for each employee at all times.~~

~~1.—The chief of police or his designee may also require that as part of a criminal background check, the information will be checked against fingerprint database and that the individual allow his or her fingerprint to be taken as part of the background check.~~

I. In premises having any class of license:

1. It is unlawful and constitutes a class B misdemeanor for any owner, manager, licensee, or lessee or any agent of such business licensed for the sale or consumption of any alcoholic beverage on the premises in the city to allow or permit any dancer, entertainer, employee or other person to appear in or on such place of business naked or so clothed as to expose in any way the buttocks, genitals, pubic area, or female breast of such dancer, entertainer or other person.
2. It is unlawful and constitutes a class B misdemeanor for any such dancer or entertainer, employee or other person to enter such place of business naked or so clothed so as to expose at any time of appearance the buttocks, genitals, pubic area, or female breast.

-
3. Violation of this section shall be grounds for suspension or revocation of the license or licenses of the establishment where violations occur. (Ord. 10/28/2003O-12)

The Midvale Municipal Code is current through Ordinance 2026-04, passed February 3, 2026.

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